

1. BACKGROUND

The City of Lompoc is located at the intersection of California Highways 1 and 246, approximately 55 miles northwest of Santa Barbara and 10 miles southeast of Vandenberg Air Force Base. The Lompoc Valley is surrounded by rolling hills to the north, south, and east, with the Pacific Ocean just 9 miles to the west. The Santa Ynez River—dry for much of the year—flows east to west through the valley. The City’s wastewater treatment facility is situated adjacent to this river.

In late 2010, the City completed a major upgrade to its Regional Wastewater Reclamation Plant. While most of the treatment processes were modernized as part of that project, the influent metering and headworks facilities were not included in the expansion. These critical components are now in need of significant improvements.

The influent metering and headworks systems require comprehensive upgrades to improve operational efficiency, functionality, and safety, as well as to ensure continued compliance with regulatory standards. To that end, the City of Lompoc is seeking a qualified engineering firm to evaluate the current condition of these facilities and provide recommendations for necessary replacements and/or upgrades.

2. PROJECT DESCRIPTION

At our wastewater treatment plant, the Headworks plays a critical role as the facility’s first line of defense. It’s here that large debris—such as sticks, rags, plastics, sand, grit, and general trash—is removed from the incoming raw wastewater. This initial screening is essential to protect the integrity and efficiency of all downstream processes.

One of the key issues we’re currently facing is the condition of the influent gate and actuator. These components date back to 1974 and were not addressed during the major plant upgrade in 2009. After decades of use, the gate no longer seals completely when closed, posing a risk to flow control and overall system reliability. It’s clear that this aging equipment needs to be replaced.

In addition, the existing bar screen system is outdated and increasingly inefficient. We’re looking to replace it with modern units that can capture finer particles more effectively. We also want to eliminate the need for operators to manually handle debris in confined areas, especially given the potential presence of hazardous hydrogen sulfide (H₂S) gas. A system that conveys the screened material up to ground level would significantly improve both safety and operational efficiency.

Ventilation within the Headworks building has been another ongoing concern. The current system does not provide adequate airflow, further increasing health and safety risks for staff. Updating the ventilation system is a necessary step alongside equipment upgrades. Beyond the mechanical components, the infrastructure surrounding the Headworks is also showing signs of wear. The concrete steps leading down to the equipment are in poor condition and in need of repair. Additionally, the building’s roof has begun to leak, which could compromise equipment and create further maintenance challenges if not addressed soon.

To complete the replacement of the influent gate and bar screens, a full temporary bypass will be required to maintain continuous operation during the upgrade process. Though this adds a layer of complexity, it’s a critical step to ensure the long-term functionality and safety of the facility.

The City will award this contract based on complying with all the provisions of the Request for Proposal, provided the bid price is reasonable, and it is in the best interest of the City to accept it.

I.

- The City of Lompoc is Requesting Proposals for Design and Engineering Services for the Headworks and Influent Metering Improvements Project,
- Five (5) paper copies and one (1) Adobe .pdf file of the Proposal shall be submitted proposal shall be addressed to:

*City of Lompoc
Purchasing Division
100 Civic Center Plaza
Lompoc, CA 93436*

Late Proposals will not be considered. Proposals will not be accepted by telephone, email or facsimile machine.

3. SCOPE OF WORK

3.1. Scope of Work for Design and Engineering Services for the Headworks and Influent Metering Improvements Project

Detailed Specifications

2. Project Overview

The scope of this project includes the following tasks:

- A. Thoroughly assess the **current headworks and influent metering systems**.
- B. Develop **design alternatives** to enhance capacity and operational efficiency.
- C. Conduct **hydraulic modeling** as necessary to ensure the proposed designs meet operational requirements.
- D. Create **detailed engineering designs**, including facility layout, equipment specifications, and system integration plans.

2.2 Technical Standards

All designs and engineering services must comply with the following standards:

- **American Society of Civil Engineers (ASCE) guidelines**
- **California Code of Regulations (CCR), Title 22 - Environmental Health**
- **National Pollutant Discharge Elimination System (NPDES) permit requirements**
- **American National Standards Institute (ANSI) specifications**
- **Uniform Plumbing Code (UPC)**
- **National Fire Protection Association (NFPA) safety guidelines**
- **Local and state environmental regulations**

2.3 Design Deliverables

The project deliverables include:

- A. **Preliminary Design Report:** Drawings, specifications, and cost estimates.
- B. **Final Design Documents:** Detailed engineering plans and technical specifications.
- C. **Construction Documents:** Comprehensive bidding information and contractor instructions.
- D. **Permitting and Agency Coordination:** Required documentation for regulatory compliance.
- E. **Operation and Maintenance Manual:** Detailed guidelines for all newly installed equipment.

3. Service Requirements

The selected firm must provide the following services:

- A. **Site Evaluations:** Survey and assess existing conditions.
- B. **Coordination Meetings:** Engage regularly with City staff and stakeholders.
- C. **Public Outreach:** Facilitate meetings and communications as needed.
- D. **Environmental Compliance:** Secure necessary permits and ensure regulatory adherence.
- E. **Grant Assistance:** Support in preparing grant applications, if applicable.
- F. **Technical Support:** Provide expertise and guidance throughout the construction phase.

4. Delivery Requirements

Key deadlines and formats for project deliverables are as follows:

- A. **Submission Formats:** All deliverables must be provided in both hard copy and electronic formats.
- B. **Preliminary Design Report:** Due within **8 weeks** of contract initiation.
- C. **Final Design Documents:** Due within **16 weeks** of Preliminary Design Report approval.
- D. **Construction Documents:** Due no less than **4 weeks** before construction commencement.
- E. **Progress Reports:** Provided bi-weekly, detailing completed tasks and upcoming milestones.

5. Conclusion

This Scope of Work outlines the requirements for the **Headworks and Influent Metering Improvements Project**. The City of Lompoc seeks proposals from qualified firms capable of delivering superior services that align with the outlined specifications. All submissions should demonstrate expertise, attention to detail, and commitment to delivering high-quality results.

3.2. Major Tasks

1.1 Influent Meter Improvements

- Review the condition of existing **influent metering systems**.
- Evaluate two potential options:
 - A. **Improve influent flow monitoring and sampling** along Floradale Avenue.
 - B. **Install a new metering station** closer to or within the plant Headworks.

1.2 Headworks Improvements

- **Replace influent sluice gate and actuator**, ensuring proper seating and sealing functionality.
- Install **three new bar screens** (2 active + 1 redundancy).
- Replace the **interior traveling bridge crane** and crane system to allow access to hatch screening debris bins or equipment.
- **Rehabilitate concrete influent channels** for manual stop gates, enabling bar screen isolation.
- Apply **polyurethane coatings** to influent channels and install **channel covers** (instead of grating) to minimize odors.
- Develop a **bypass pumping plan** for continuous influent screening during headworks construction.
- Design an **odor control system** (for hydrogen sulfide) to capture air from covered channels and stage the odor control unit outside adjacent to the Headworks building.
- Improve the **flow monitoring equipment** for better accuracy and replace existing clamp-on meters downstream of the pump station.
- Install a **new pH meter** downstream of bar screens to prevent sampling ragging or fouling.
- Evaluate the current **building facilities' condition and location**, proposing recommendations for renovation or new construction. Items to address include:
 - Remove and replace the **built-up roof system**.
 - Fully replace the **building air handling system** (supply and exhaust) to maintain active air exchange and reduce hydrogen sulfide odors.
 - Patch stucco, replace doors, and paint the building's interior and exterior.
 - Recommend a **non-slip concrete flooring coating** for both levels to reduce fall risks.

2. Deliverables 2.1 Project Schedule

- Submit an **initial project schedule**, estimating timelines for influent metering and building assessment reports (90 days), as well as design durations for the influent metering, building improvements, and headworks upgrades.

2.2 Reports

- **Evaluation of Influent Metering Alternatives:** Evaluate whether to upgrade existing meters or relocate metering structures closer to the wastewater plant.
- **Building Condition Assessment:** Analyze the current condition and recommend improvements.

2.3 Final Report

- Incorporate all feedback for the influent metering alternatives and condition assessment into a final report with recommendations. Address comments provided by City of Lompoc management and staff.

2.4 Design Deliverables

- **Preliminary Design Report:** Provide a letter summarizing design features, including:
 - Influent metering
 - Building improvements
 - Headworks upgrades (sluice gate replacement, channel improvements, bar screens, odor treatment)
- **30% Design Submittal:** Include preliminary drawings, equipment specifications, and cost estimates.
- **60% Design Submittal:** Incorporate feedback from the 30% review and provide updated drawings, specifications, and construction cost estimates.
- **90% Design Submittal:** Incorporate feedback from the 60% review and provide nearly final design drawings, specifications, and cost estimates.
- **Final Design Submittal:** Address feedback from the 90% review and provide complete design drawings and specifications.

3. Submittal Format

- **Documents:** All deliverables must be submitted in hard copy and Adobe PDF formats.
- **Drawings:** Include CAD files (latest version).
- **Letters, Studies, and Reports:** Submit in MS Word format.
- **Cost Estimates:** Provide in MS Excel format.

4. Ownership of Work

- The City shall own all work produced for this project. The consultant must provide all deliverables upon request.
- The City will supply any available CAD files, GIS background files, or aerial photos. However, the consultant is responsible for verifying the accuracy and completeness of all information.

Schedule

- Following City Council authorization, the City of Lompoc will enter into an agreement with the successful Consultant. This authorization is anticipated to occur after proposal submissions.
- After a written **Notice to Proceed** is issued by the City, the Consultant's work shall commence within **30 days**.
- The Notice to Proceed will specify:
 - The work to be completed.
 - A schedule for completing the work.

The Consultant shall prepare a **Project Delivery Schedule** aligned with the overall project timeline. This schedule must clearly identify the duration, beginning dates, and completion

dates for all significant tasks. The schedule should be structured based on the tasks outlined in the **resource allocation matrix** included in this Request for Proposal.

Documentation

The Consultant must:

- Furnish the City with **original certificates** and amendatory endorsements for all required coverages.
- Ensure all certificates and endorsements are approved by the City before beginning Consulting Services.
- Provide **certified copies** of policies upon the City's request.

4. NOTICE OF REGULATED COMMUNICATION RULE

Lompoc Municipal Code Section 3.36.175, paragraph B (1), Regulation of Communications during Competitive Procurement—:

“No Proposer or Bidder shall initiate, engage in, or continue any communication to or with any elected official, and no elected official shall initiate, engage in, or continue any communication to or with any Bidder or Proposer, concerning or touching upon any matter which is the subject of a competitive procurement within the scope of their Section except as permitted in their Section.”

5. BID SECURITY/DEPOSIT

Bid bonds are being required per Lompoc Municipal Code 3.36.025(C) (1), Bid Security:

- A. Bid Bond: All bids shall be accompanied by cash, a money order, or a cashier's certified check, payable to the order of the City, amounting to ten percent (10%) of the bid, or by a bond in said amount and payable to said City, signed by the bidder and a corporate surety, or by the bidder and two sureties who shall justify before any officer competent to administer oaths, in double said amount over and above all statutory exemption.
- B. Performance Bond: Successful bidder shall furnish within eight (8) consecutive calendar days after written Notice of Award, a Performance Bond in an amount equal to one hundred percent (100%) of the total amount of the contract. In the event the bidder to whom an award is made fails or refuses to perform under or to execute the contract, if required, within eight (8) calendar days from the date of receiving notification of award, the City may declare the bidder's bid deposit or bond forfeited as damages caused by the failure of the bidder to enter into the contract, and may award to the next lowest bidder, or may call for new bids.
- C. Labor and Materials Bond: Successful bidder shall furnish within eight (8) consecutive calendar days after written Notice of Award, a Labor and Materials Bond in an amount equal to one hundred percent (100%) of the total amount of the contract.

6. WALK-THROUGH

All Contractors need to be aware of space, requirements, and other working conditions; therefore, the City has scheduled a **MANDATORY PRE-BID JOB-WALK on Wednesday, May 14, 2025 at 10:00 am** at address below:

City of Lompoc - Regional Wastewater Reclamation Plant
1801 West Central Avenue
Lompoc, CA 93436

7. EXAMINATION OF SPECIFICATIONS AND SITE

The bidder is expected to carefully examine the site of the proposed work, the proposal, specifications, and bid forms. They shall satisfy themselves as to the character, quality, and quantities of work to be performed, materials to be furnished and to the requirements of the proposed specifications.

DOCUMENTS AVAILABLE

The following informational documents are available:

- A. Sample Consultant Services Agreement;
- B. City of Lompoc Plans - As-Built Plans
- C. 2002 Lompoc Master Plan
- D. 2005 Preliminary Design Report LRWRP
- E. 2011 Lompoc Salts Management Plan
- F. 2022 NPDES LOMPOC REGIONAL WASTEWATER RECLAMATION PLANT

8. START DATE

A purchase order will be issued upon award of bid or quotation. Contractor shall not begin work without a Notice to Proceed which will be issued after receipt by the Purchasing and Materials Manager of all required insurance certificates and bonds.

9. UNKNOWN OBSTRUCTIONS

Should any known obstructions be encountered during the course of their contract, they shall be immediately brought to the attention of the department representative. The contractor shall be responsible for the protection of all existing equipment, furniture or utilities encountered within the work area.

10. REJECTION OF WORK

Bidder agrees that the City has the right to make all final determinations as to whether the work has been satisfactorily completed.

11. SECURITY

Contractor shall provide a current list of employees, including sub-contractor employees.

12. MEASUREMENTS

It is the responsibility of the bidder to make all measurements to determine their bid price. The City will not be responsible for determining the quantities of materials necessary to complete the work specified.

13. QUALIFICATIONS OF CONTRACTOR

13.1. NONDISCRIMINATION

Contractors shall not unlawfully discriminate against, harass, or allow harassment against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age (over 40), sexual orientation, or veteran or military status, or allow denial of family-care leave, medical-care leave, or pregnancy-disability leave, or any other protected status. The contractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination and harassment. Contractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code section 12900 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, title 2, section 11000 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code section 12990 (a)-(f), set forth in Chapter 5 of Division 4.1 of title 2 of the California Code of Regulations, are incorporated by reference and made a part hereof as if set forth in full. The Grantee and its contractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

13.2. Sub-Consultants

The Consultant must:

- Include all sub-consultants as insureds under its policies, or
- Furnish separate certificates and endorsements for each sub-consultant, ensuring they meet the same coverage and limits requirements.

13.3. PAYMENT OF PREVAILING WAGES

Contractor is aware of the requirements of California Labor Code Section 1720 et seq., and 1770 et seq., as well as California Code of Regulations, Title 8, Section 16000 et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. Since the services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and since the total compensation is \$1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws.

Included herein by reference are the provisions of California Labor Code sections 1771, 1775, 1776, 1777.5, 1813 and 1815. Contractor agrees to comply with all the above-referenced provisions applicable to the performance of its work on their project.

Specifically, the contractor agrees to: (1) Pay all workers not less than the general prevailing rate of wages. Contractor and any subcontractor shall forfeit a penalty of up to \$200 per calendar day or portion thereof for each worker paid less than the prevailing wage rates. (2)

Submit certified payroll in accordance

with <http://www.cityoflompo.com/ManagementServices/purchasing/policies.htm>.

Current prevailing wage rate may be found at <http://www.dir.ca.gov/OPRL/PWD/index.htm>.

Contractor shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the services available to interested parties upon request and shall post copies at Contractor's principal place of business and at the project site.

13.4. APPRENTICESHIP EMPLOYMENT STANDARDS

Attention is directed to the provisions in Sections 1776 and 1777.5 of the California Labor Code concerning the employment of apprentices by the Contractor or any subcontractor under them.

One of the legal requirements for working on a public works project is the employment of apprentices. The Division of Apprenticeship Standards provides assistance to contractors in employing apprentices on public works sites. The Contractor or any subcontractor that is determined by the Labor Commissioner to have knowingly violated Section 1777.5 shall forfeit as a civil penalty an amount not exceeding \$100 for each full calendar day of noncompliance, or such greater amount as provided by law.

Information relative to apprenticeship standards, wage schedules, and other requirements may be obtained from the Director of Industrial Relations,

<http://www.dir.ca.gov/DAS/DASApprenticesOnPublicWorksSummaryOfRequirements.htm>

13.5. HOURS OF WORK

Contractor is advised that eight (8) hours labor constitutes a legal day's work. Pursuant to Section 1813 of the California Labor Code, Contractor shall forfeit a penalty of \$25.00 per worker for each day that each worker is permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week; except when payment for overtime is made at not less than one and one half (1 1/2) times the basic rate for that worker.

13.6. PAYROLL RECORDS

Contractor and each subcontractor shall keep an accurate payroll record, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week; and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with the public work. The payroll records shall be certified and shall be available for inspection at all reasonable hours at the principal office of Contractor in the manner provided in Labor Code section 1776. A contractor who is found to have violated the provisions of law regarding wages on Public Works with the intent to defraud shall be ineligible to bid on Public Works contracts for a period of one to three years as determined by the Labor Commissioner. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, such penalties shall be withheld from progress payments then due. The responsibility for compliance with this section is on Contractor.

13.7. COMPLIANCE WITH APPLICABLE LAWS AND REGULATIONS

Contractor shall perform all work in strict accordance with all Federal, State, and local regulations. Contractor shall also obtain all permits required for the performance of the work outlined in these specifications. Plans and specifications shall meet requirements of the current California Building Code and Federal Americans with Disabilities Act.

13.8. DEBARMENT OF CONTRACTORS AND SUBCONTRACTORS

In accordance with the provisions of the Labor Code, contractors or subcontractors may not perform work on a public works project with a subcontractor who is ineligible to perform work on a public project pursuant to Section 1777.1 or Section 1777.7 of the Labor Code. Any contract on a public works project entered into between a contractor and a debarred subcontractor is void as a matter of law. A debarred subcontractor may not

receive any public money for performing work as a subcontractor on a public works contract. Any public money that is paid to a debarred subcontractor by the Contractor for the Project shall be returned to the City. The Contractor shall be responsible for the payment of wages to workers of a debarred subcontractor who has been allowed to work on the Project.

13.9. SAFETY

Job site safety, both during and after working hours, is the sole responsibility of the Contractor. The Contractor, their employees and subcontractors shall be familiar with and comply with all applicable safety regulations and guidelines. The Contractor shall also provide for and ensure public safety around the site both during and after work hours. This shall include the provision of traffic control for the work site.

13.10. CONTRACTOR'S EQUIPMENT

The Contractor shall provide all necessary equipment, tools, and appurtenances for the timely completion of the work. Contractor's equipment shall be in complete and safe operating condition and shall be appropriately maintained and operated during the project.

13.11. SCHEDULE

Work shall begin no later than seven (7) days after notice to proceed (NTP).

13.12. PAYMENT

Payment will be made according to the unit price schedule in the contract based on the actual unit quantities expended as determined by the OTR. Payment for lump sum items shall be made only upon satisfactory completion of the entire task.

13.13. PUBLIC WORKS

The City of Lompoc is a public agency. Contracts exceeding \$1,000 with the City are considered "Public Works" when they include services for construction, alteration, demolition or repair work, and maintenance services.

Contractor and subcontractor(s) must register with the California Department of Industrial Relations (DIR) and that before :

- A. Their project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.
- B. All contractors and subcontractors must furnish electronic certified payroll records directly to the Labor Commissioner (aka Division of Labor Standards Enforcement).
- C. The project listed above requires payments of not less than the general prevailing rates for per diem wages, overtime work, legal holidays, other employee payments, and travel & subsistence if applicable, in the locality in which the work is to be performed for each craft, classification, or type of worker needed as required in the California Labor Code. Such rates of wages are on file with the Department of Industrial Relations and in the office of the District and are available to any interested party upon request.
- D. Contractors shall promptly notify the City in writing, about any classifications of labor not listed in the prevailing wage determination but necessary for the performance of the work. Contractors will post a copy of the determination of prevailing rates at the job site(s).

13.14. CONTRACTOR AND SUBCONTRACTOR REGISTRATION

Pursuant to Labor Code sections 1725.5 and 1771.1, all contractors and subcontractors that wish to bid on, be listed in a bid proposal, or enter into a contract to perform public work must be registered with the Department of Industrial Relations. No bid will be accepted nor any contract entered into without proof of the contractor's and subcontractors' current registration with the Department of Industrial Relations to perform public work.

13.15. CONTRACTING WITH SMALL AND MINORITY OWNED FIRMS, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS

The City is fully committed to substantially increasing the opportunity for participation in all phases of all City procurement by minority, female, disadvantaged, and small business enterprises. (Ord. 1637(17) § 1; prior code § 2632)

13.16. LABOR COMPLIANCE; STOP ORDERS

This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be the Contractor's sole responsibility to evaluate and pay the cost of complying with all labor compliance requirements under this contract and applicable law. Any stop orders issued by the Department of Industrial Relations against Contractor or any subcontractor that affect Contractor's performance of Work, including any delay, shall be Contractor's sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Contractor caused delay subject to any applicable liquidated damages and shall not be compensable by the City.

13.17. DAMAGE

The contractor shall be held responsible for any breakage, loss of City's equipment or supplies through negligence of the contractor or their employee while working on the City's premises. The contractor shall be responsible for restoring/replacing any equipment, facilities, etc. so damaged. The contractor shall immediately report to the department representative any damage to the premises resulting from services under their contract.

13.18. LIQUIDATED DAMAGES

It is agreed by the parties to the contract that in case all the work called for under the contract in all parts and requirements is not finished or completed within the number of working days expressed in the contract, damage will be sustained by the City, and that it is and will be impracticable and extremely difficult to ascertain and determine the actual damage which the City will sustain in the event of and by reason of the delay; and it is therefore agreed that the Contractor will pay to the City, the sum of \$500 per day, for each and every calendar days delay in finishing the work in excess of the number of working days prescribed above; and the Contractor agrees to pay the liquidated damages herein provided for, and further agrees that the City may deduct the amount thereof from any moneys due or that may become due the Contractor under the contract.

13.19. AUTHORITY OF THE CITY

Subject to the power and authority of the City as provided by law in their contract, the City shall in all cases determine the quantity, quality, and acceptability of the work, materials and supplies for which payment is to be made under their contract. The City shall decide the questions which may arise relative to the fulfillment of the contract or the obligations of the contractor there under.

13.20. INDEMNIFY AND HOLD HARMLESS

The Contractor shall indemnify and hold harmless the City and all officers and employees thereof connected with the work, from all claims, suits or actions of every name, kind and description, brought for, or on account of, injuries to or death of any person or damage to property resulting from the construction of the work or by or in consequence of any negligence in construction of the work; or by or on account of any act or omission by the Contractor or their agents during the progress of the work or at any time before its completion and final acceptance.

13.21. INSURANCE REQUIREMENTS

Contractor shall furnish insurance certificates per Insurance Requirements, attached.

- A. Public Liability and Property Damage Insurance. The Contractor shall furnish to the City and maintain during the life of the contract such public liability and property damage insurance policies as are necessary to insure the Contractor, their subcontractor, the City, and their officers and employees, while acting within the scope of their duties, against all claims arising out of or in connection with the work to be performed.
- B. Subcontractor's Insurance. Contractor shall ensure that its subcontractors are covered by insurance of the types and the amounts required by their Article. Contractor shall not allow any subcontractor to commence work on its subcontract until the insurance has been obtained.

14. BASIS OF AWARD

The City will award this contract based on the Lowest Responsive and Responsible Bidder: The bidder who fully complies with all the bid requirements and whose past performance, reputation, and financial capability is deemed acceptable, and who has offered the most advantageous pricing or cost benefit, based on the criteria stipulated in this bid package. The City of Lompoc reserves the right to reject all proposals.

14.1. BID INSTRUCTIONS

The Bid shall be submitted on the Bid Proposal forms included in the Specifications. All Bid Documents must be completed, executed and submitted with Bid by Bidder. Required Bid Proposal Documents:

- A.
 - a. Registered Proposer Information Sheet
 - b. Bidder's Proposal
 - a. I. CONSULTANT'S PROPOSAL:

Each firm's response to this Request for Proposal (RFP) should be in the form of a Proposal to perform the professional services listed herein.

All Proposals shall include, as a minimum, the following elements:

- i. A cover page including the RFP title and applicant firm's name.
- ii. A statement that this RFP shall be incorporated in its entirety as a part of the Consultant's Proposal.

- iii. A statement that this RFP and the Consultant's Proposal will jointly become part of the "Agreement for Professional Consultant Services" for this project when said Agreement is fully executed by the Consultant and the City of Lompoc.
- iv. A statement that the professional services to be provided, and fees therefore, will be in accordance with the City's RFP, except as otherwise specified in the Consultant's Proposal under the heading "EXCEPTIONS OR ADDITIONS TO THE CITY'S REQUEST FOR PROPOSAL."
- v. Statement on the Scope of Work – Proposals shall include a detailed Scope of work clearly divided into various tasks and subtasks with the anticipated deliverables for each major task. The Scope of Work shall include Project Meetings, the deliverables outlined on page 3 and 4 of this RFP as well as any optional items for consideration.
- vi. A single and separate section with the heading "EXCEPTIONS OR ADDITIONS TO THE CITY'S REQUEST FOR PROPOSAL" containing a complete and detailed description of all of the exceptions to the provisions and conditions of this Request for Proposal upon which the Consultants' Proposal is contingent and which shall take precedent over this RFP.
- vii. A statement of qualifications applicable to this project including the names, qualifications and proposed duties of the Consultant's staff to be assigned to this project; a listing of recent similar projects completed by the Consultant's proposed project staff members, including a description of which staff members performed which tasks; client contact information for each previous project, including the names, titles, addresses, and telephone numbers of the clients or appropriate persons whom the City could contact. If one or more of the Consultant's Staff should become unavailable, the Consultant may substitute other staff of at least equal competence only after prior written approval by the City.
- viii. A statement of sub-consultants' qualifications applicable to this project including the names, qualifications and proposed duties of the sub-consultant's staff to be assigned to this project; a listing of recent similar projects completed including

the names, titles, addresses and telephone numbers of the clients or appropriate persons whom the City could contact.

The Consultant will not be allowed to change the sub-consultant without written permission from the City.

- ix. **Proposals shall contain a resource allocation matrix of the consultant's proposed project team** including in rows a list of the tasks for the project, and in columns the name and number of hours proposed per task for each team member proposed to provide each type of service. No fees or dollar values shall be included in this resource allocation matrix included with the body of the Proposal.
- x. A statement that all charges for Consultant's professional services will be limited to the "Not-to-Exceed Fee," and will be in accordance with the Consultant's hourly rate schedule, both of which will be submitted in a separate sealed envelope and made a part of said Consultant's Proposal. Consultant's hourly rate schedule shall be used for invoicing for all project work, including extra work for which the City gives prior approval, which is not part of this RFP. Payment will be for actual time and materials expended in furnishing authorized professional services.
- xi. A summary of the consultant's understanding and approach to the project.
- xii. A description of information and participation the consultant desires from City staff.
- xiii. A statement of confirmation that all of the proposed consulting team members are available to perform all necessary project work, and that all such work shall be performed in accordance with the schedule stated earlier in this RFP.
- xiv. A statement that the Consultant and all sub-consultants will not discriminate against any employee or applicant for employment as prohibited by all applicable laws, including because of race, color, religion, sex, or national origin.
- xv. Insurance Certifications -

The selected Consultant will be required to provide for the duration of the project, at its sole cost and expense, the following insurance with an insurer or insurers legally licensed and qualified to conduct insurance business in the State of California and satisfactory to the City. A statement shall be provided that all of the insurance requirements contained herein will be met by the consultant if selected:

- p. Errors and Omissions Professional Insurance in a minimum amount of \$1,000,000.
 - b. Insurance against claims for injuries to persons or damage to property that may arise from or in connection with the performance of the Services hereunder by the CONSULTANT, its agents, representatives, employees, and sub-consultants.
 - c. Coverage shall be at least as broad as:
 - d.
 - I. Insurance Services Office Commercial General Liability coverage (occurrence from CG 0001).
 - e.
 - II. Insurance Services Office Business Auto Coverage form number CA 0001, code 1 (any auto).
 - f.
 - III. Worker's Compensation insurance as required by the State of California and Employer's Liability Insurance.
 - g. Limits not less than:
 - h.
 - IV. General Liability: \$2,000,000 aggregate and \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial Liability Insurance or other form with a general aggregate limit is used, either the general aggregate shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. Umbrella \$9 Million
 - i.
 - V. Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.
 - j.

- VI. Employer's Liability: \$1,000,000 per accident for bodily injury or disease.
- k. Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officials, officers, employees and volunteers; or the Consultant shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration and defense expenses.
- l. The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:
- m. VII. The City, its officials, officers, employees, and volunteers are to be covered as insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Consultant including materials, parts or equipment furnished in connection with such Service or operations. General liability coverage can be provided in the form of an endorsement to the Consultant's insurance, or as a separate owner's policy.
- n. VIII. For any claims related to this project, the Consultant's insurance coverage shall be primary insurance as respects the City, its officials, officers, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officials, officers, employees, or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.
- o. The terms of the insurance policy or policies issued to provide the above required insurance coverage shall not be amended to reduce the above required insurance limits and coverage's nor shall such policies be canceled by the carrier without thirty (30) days prior written notice by certified or registered mail of amendment or cancellation to the City, except that cancellation for non-payment of premium shall require ten (10) days prior written notice by certified or registered mail. In the event the said insurance is canceled, the Consultant shall,

prior to the cancellation date, submit to the City new evidence of insurance in the amount established.

- p. Insurance shall be placed with insurers with a current A.M. Bests rating of no less than A:VII.
- q. Consultant shall furnish the City with original certificates and amendatory endorsements effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the City before Consulting Services commence. The City reserves the right to require at any time complete certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications.

Consultant shall include all sub-consultants as insureds under its policies or shall furnish separate certificates and endorsements for each sub-consultant. All coverage and limits for sub-consultants shall be subject to all the requirements stated herein

- c. Prevailing Wage
- d. Contractor's Affidavit
- e. Bid Bond (10% of Bid)
- f. List of Subcontractors
- g. References
- h. Bidder's Information
- i. Deviations Page

All prices submitted will be considered as including any and all sales or use taxes. In case of a discrepancy between a unit bid price and total bid, the unit price shall prevail.

14.2. BID SUBMISSIONS

Bid submissions shall be submitted on or before bid Closing Time and Date through the OpenGov eProcurement Portal at <https://procurement.opengov.com/portal/lompoc>

or

Submit one (1) original copy marked "ORIGINAL", one (1) copy, and one (1) flash drive in a sealed envelope marked **RFP No. 2025-RFP-015DW**, in person or by mail at the below address:

100 Civic Center Plaza., Lompoc, CA 93436

14.3. SCHEDULE OF DATES

Proposed Calendar which is subject to change:

Release Request for Proposal:	April 30, 2025
Bid Advertising Lompoc Record:	May 7, 2025
Pre-Bid Job-Walk (Mandatory):	May 14, 2025, 10:00am
	City of Lompoc - Regional Wastewater Reclamation Plant 1801 West Central Avenue Lompoc, CA 93436

2nd Job Walk : June 4, 2025, 10:00am
City of Lompoc - Regional Wastewater
Reclamation Plant
1801 West Central Avenue
Lompoc, CA 93436

Last day for Questions / Clarifications /
Corrections: June 19, 2025, 12:00pm

Closing Date for Request for Proposal: June 30, 2025, 3:00pm
100 Civic Center Plaza, Lompoc, CA
93436

15. EVALUATION

Phase 1

- 1. 1. Qualifications (35 points possible total)

a. The City of Lompoc desires a qualified and experienced team of professionals available. Proposals should clearly demonstrate the experience of the consultants' staff members proposed by name for this project, in providing all of the services required by this project. The City seeks consulting staff who have specific experience in performing similar services for comparable public sector projects.

b. All members of the consultant's proposed team for this project shall be discussed in the Proposal with regard to the role each member will perform for the project, and their qualifications for performing such role. The discussion of each member's qualifications shall include the member's abilities; relevant experience, including recent similar project work; education; and time availability for work on this project for the entire duration of the project.

c. Particular details shall be included to present the relevant expertise and experience in similar work of each professional who will lead and oversee each section or task of the work. Additionally, a description shall be included of the level of involvement that each oversight professional on the project team will have in the work; including the frequency of the oversight professional's interaction with those team members which they supervise, and the diligence of their supervision and review of subordinates' work.

Phase 2

- 1. 2. Understanding and Approach to Project (25 points possible total)

a. A clear understanding of the project work shall be demonstrated by the Proposal.

b. The approach to the work shall be organized, efficient, and promote the highest quality product possible for the City within reasonable effort and expenditure, as is standard practice for each particular type of work performed.

Scoring Method:

0-100 Points

Weight (Points):

25 (100% of Total)

Phase 3

- 1. 3. Schedule, Availability, and Flexibility (25 points possible total)

a. The consultant shall demonstrate the ability to perform all required work in accordance with the schedule stated herein, and the ability to adapt to schedule changes as may be necessary throughout the project. The consultant shall provide a Gantt style schedule with corresponding scope of work showing required time frame as they understand the project.

After Proposals are received and evaluated, the Consultant may be invited to a selection interview depending on the number and quality of the submittals.

Scoring Method:

0-100 Points

Weight (Points):

25 (100% of Total)

Phase 4

- 1. 4. Proximity to City of Lompoc (15 points)

The firm whose submittal is selected by the City will be contacted for the purpose of entering into negotiations with the City for a possible written agreement. Final costs will be determined through negotiations with the firm selected.

There can be no assurance that negotiations will result in a finalized agreement. The City and the respondent will not be obligated in any way unless and until a written agreement is entered into and executed by both parties.

If negotiations with the first-ranked consultant are not successful, negotiations maybe initiated with the second-ranked consultant. This procedure may be continued, initiating negotiations with the other ranked consultants in sequence of ranking selected by the City, until a mutually satisfactory agreement has been reached.

A sample Consultant Services Agreement is provided as Exhibit A to this RFP. Consulting firms should submit any questions regarding the terms and conditions of that agreement sufficiently prior to the date proposals are due.

Scoring Method:

0-100 Points

Weight (Points):

15 (100% of Total)

16. VENDOR QUESTIONNAIRE

1. Company Profile*

Please include your company's Name, Business Address, and a Brief History of the firm.

*Response required

2. Team Composition*

Please provide a listing of all resources who will be assigned to supervision of others during this project. Resources should be identified as follows:

- A. A brief resume identifying each individual's qualifications and experience.
- B. As well as the number of years each individual has worked for the company and specific projects worked on.

*Response required

3. Does your company possess at least five (5) years' experience in performing work?*

Yes

No

*Response required

When equals "Yes"

3.1. Experience*

Please provide related building construction experience during the last five years.

Bidding Contractor shall have a minimum of five (5) years' experience.

*Response required

4. List of Subcontractors*

Please provide a list of Subcontractors that your company intends to use to help complete this project and designate the name and location of the place of business of each subcontractor who will perform work or labor or render service to the prime contractor on their job.

Include:

- Company Name
- Contact Name
- The bidder is a/an (Corporation Partnership, or Individual) Organized and existing Under the laws of the State of:
- Business Address
- Telephone
- Fax
- Business Email
- Contractor License Number
- Designation
- DIR Registration Number
- Complete and sign Attachment B for each subcontractor and submit with bid

*Response required

5. Attachment B - Public Work - Prevailing Wage Job*

Please download the below documents, complete, and upload.

•

*Response required

6. Do the references provided indicate their experience? *

Yes

No

*Response required

7. References*

Bidding Contractor shall provide a minimum of three references of related work completed within the last three years. Their information will be used in the overall evaluation of the bids.

References will be asked to rate vendor on a scale of 1-5, with 5 being the best, on the following areas:

- A. Did vendor have the knowledge, experience, equipment, etc. to perform work for your Agency?
- B. Did vendor strictly adhere to all Standards and/or Specifications of the job?
- C. Were safety standards or requirements followed?
- D. Was the job completed on time and on budget?
- E. Would you rehire their vendor for additional work in the future?
- F. How would you rate their vendor overall?

Please download the below documents, complete, and upload.

•

*Response required

8. City Business Tax License*

All vendors who work within city limits of the City of Lompoc are required to have a Business Tax License. If you do not have a Business Tax License, please contact the Lompoc City Clerk (805) 875-8242.

Please include:

- City of Lompoc Business Tax License Number
- Business Name, within the City of Lompoc
- Business Address within the City of Lompoc

*Response required

9. Pricing Proposal*

All prices submitted will be considered as including any and all sales or use taxes. In case of a discrepancy between a unit bid price and total bid, the unit price shall prevail.

*Response required

10. Contractor's Affidavit*

Please download the below documents, complete, and upload.

•

*Response required

11. Bonds*

Please download the below documents, complete, and upload.

•

•

•

*Response required

12. Discount offered for payment of invoice within 20 days of receipt of invoice?

13. What is the warranty period?*

*Response required

17. GENERAL TERMS AND CONDITIONS

17.1. General Conditions

1. Proposal Submission

- All proposals must be submitted to the **Wastewater Division** by the deadline specified on the first page of this RFP.

2. Agreement Termination

- The City reserves the right to terminate the "Agreement for Professional Consultant Services" for its convenience, providing the Consultant with **10 days' written notice** specifying the termination date.
- Upon termination, all work products, including finished or unfinished drawings, maps, documents, field notes, and other materials produced under the Agreement, shall become the property of the City and must be delivered within **10 working days** of termination.
- The City will reimburse the Consultant for all acceptable work performed per the executed Agreement.

3. Cooperation and Direction

- All work performed by the Consultant must be approved or authorized by the City.
- The Consultant must cooperate and perform in accordance with the direction provided by the City throughout the project.

4. Pre-Contractual Expenses

Pre-contractual expenses refer to costs incurred by the Consultant, including:

- Preparing the proposal.
- Submitting the proposal to the City.
- Participating in selection interviews (if conducted).
- Negotiating with the City on matters related to the proposal.
- Any other expenses incurred before executing the Agreement.

The City shall not be liable for any pre-contractual expenses incurred by the Consultant.

5. Right to Withdraw the RFP

- The City reserves the right to withdraw this RFP at any time without prior notice.
- The City makes no representation that an Agreement will be awarded to any Consultant responding to this RFP.
- The City may postpone the review of proposals for its convenience and reserves the right to reject any or all proposals without providing reasons.

6. Proposal and Contract Rejections

- The City reserves the right to reject any or all proposals submitted.
- The City may conduct interviews as part of the selection process.
- Contracts will be awarded to the Consultant deemed **best qualified** by the City.

7. Proposal Evaluation

- Proposals that fail to provide adequate information or assurances of performance, or that do not accurately address the required services, conditions, or RFP requirements, will not be considered further.

8. Non-Discrimination

- Any Contract awarded as a result of this RFP will be made without discrimination as prohibited by applicable laws, including those based on race, color, religion, sex, or national origin.

9. Proposal Page Limit

- Proposals must be **no more than 30 pages**, excluding:
 - A **cover letter** (up to 2 pages).
 - Dividers and certificates.
 - The RFP itself (if included in the proposal).

10. Compliance

- The Consultant and all sub-consultants must comply with all federal, state, and local laws, ordinances, and regulations applicable to the work.
- Compliance includes adherence to **prevailing wage rates**, as required under California Labor Code Sections 1770–1784.

11. Certified Payrolls

- Weekly certified payrolls must be submitted to the City for all field personnel subject to prevailing wage requirements.

12. Independent Contractor Relationship

- The Consultant’s relationship to the City is that of an **independent contractor**.
- The personnel and sub-consultants performing Engineering Services will:
 - Be under the exclusive direction and control of the Consultant.
 - Be employees or sub-consultants of the Consultant and not employees of the City.
- The Consultant is responsible for all employee wages and obligations, including but not limited to:
 - Social security.
 - Income tax withholding.
 - Unemployment compensation.
 - Worker’s Compensation.

Payment(s) to Consultant

- A. The City will compensate the Consultant for all **approved actual time and materials** expended in performing authorized and acceptable professional services. Payments shall not exceed the limit of the agreed-upon **“Not-to-Exceed Fee”**, as outlined in the **Agreement for Professional Consultant Services**.
- B. If additional services or modifications to the scope of work are deemed necessary during the project, the City may amend the contract by executing an **“Amendment to the Agreement”** and adjusting the **“Not-to-Exceed Fee”** accordingly.
- C. Payments will be **progress-based** and contingent on the completion of tasks. Invoices must be submitted in the order and manner authorized by the City.

D. Tasks covered under the payments include all **Professional Consultant Services** necessary to complete the scope of work outlined in the RFP and any additional tasks authorized by the City.

E. **Invoices Requirements:**

- Invoices must clearly identify **man-hours** and **costs incurred** for each task.
- Reimbursable costs (e.g., mileage, printing, telephone, photographs, postage, delivery) must be included in the **“Not-to-Exceed Fee”**.
- All expenses, including labor and reimbursable costs, must have **supporting documentation** provided at the time of payment requests.

Contract

The final Contract will include:

- A. The **Agreement for Professional Consultant Services**.
 - B. The **Consultant’s Proposal**.
 - C. The **City’s RFP**.
-

17.2. ISSUANCE OF BID

Their bid request creates no obligation on the part of the City and the City reserves the unconditional right, at its option, to either reject all proposals or waive any irregularities or informalities therein.

17.3. BID SUBMISSION

Proposals must be mailed or delivered in sealed envelope and must be labeled with the **Name of Bidder, Bid Title, and Date and Time of Opening**. Prices shall be printed or typewritten. Mistakes may be crossed out and corrections printed adjacent and initialed by person signing the bid. Bidders must complete and return the Exceptions to Specifications page of the specification page(s) in order to be considered.

17.4. MORE THAN ONE BID

More than one bid is not allowed.

17.5. BID VALIDITY/WITHDRAWAL

Prices shall remain valid for ninety (90) days from date of opening and be inclusive. Proposals submitted may be withdrawn by written request received BEFORE the hour set for opening. No bidder may withdraw their bid after the time set for opening.

17.6. QUESTIONS

Questions may be submitted, by written request through the OpenGov Procurement Portal, for an interpretation or correction thereof or Email inquiries to: Purchasing Division or purchasing@ci.lompoc.ca.us with

17.7. LOWEST APPARENT BIDDER SUBMITTAL REQUIREMENTS

The lowest apparent bidder may be required to submit the following:

- A. Proof of authorized distributorship
- B. A sample or demonstration of any product/unit offered. Samples and/or demonstration must be free of expense to the City.
- C. City Business Tax number
- D. PUC permit
- E. Insurance requirements

F. Proof of driver training on hazardous substances

G. References

17.8. QUANTITY ADJUSTMENT

When applicable, it is mutually accepted that the quantities defined in their document reflect the approximate City requirements and may be adjusted. City may require and order or reorder more than the quantity listed here by mutual agreement with the prevailing vendor.

17.9. COMPLIANCE WITH LAWS

All proposals shall comply with current federal, state and local laws relative thereto, including applicable Federal and State Occupation Safety and Health laws and that Seller will indemnify and hold the Buyer harmless for any failure to so conform.

17.10. CONTRACT LIMITATIONS

Any resulting contract shall be limited to all terms and conditions herein, including any general and special conditions and instructions, purchase order or other documents issued by the City.

17.11. WARRANTIES

Bidder will fully warrant all materials and equipment for a period of not less than one (1) year from date of final acceptance by the City unless otherwise noted. All warranties, standard and extended, shall be shown on any units offered, and all costs related to the servicing of said warranties shall be clearly stated on bid form.

17.12. F.O.B. POINT AND SHIPPING CHARGES

All prices shall be quoted F.O.B. destination Lompoc, California. Any and all shipping, handling and freight charges shall be shown separately and included in the bid unless otherwise noted on bid form. If there are no shipping or handling charges itemized, they are assumed to be included in the base price offer and no charges will be paid separately.

17.13. CANCELLATION

Any agreement resulting from an award may be canceled by either party at any time upon thirty (30) days written notice. The City may cancel any agreement WITH CAUSE within ten (10) days written notice to supplier.

17.14. LAWS GOVERNING CONTRACT

The contract shall be in accordance with the laws of the State of California and the County of Santa Barbara is the only appropriate forum for any litigation. In the event a suit or action is instituted arising out of any contract, the prevailing party shall be entitled to receive, in addition to its cost, such sum as the court may adjudge reasonable as to attorney's fees and costs.

17.15. TAXES (FEDERAL EXCISE/SALES OR USE/LOCAL PREFERENCE)

The City is exempt from Federal Excise Tax. All taxes, if applicable, shall be shown on bid form page. ALL TAXES; Sales, Use and Local Preference will be a consideration in bid evaluation.

17.16. MINORITY BUSINESS ENTERPRISES

It is the policy of the City that minority business enterprises shall have the maximum opportunity to participate in the City's bidding requirements.

17.17. EQUAL EMPLOYMENT OPPORTUNITY

It is the policy of the City to promote the full realization of equal employment opportunity.

17.18. BID PROTEST

Interested parties wishing to protest City solicitation documents may obtain a copy of Lompoc Code, Title 3, Chapter 3.36.170 by calling the Purchasing Office at (805) 875-8000 or on the City's web site at: <https://www.cityoflompoc.com/home/showdocument?id=656>

17.19. SELL OR ASSIGN

Contractor shall not have the right to sell, assign or transfer any obligations resulting from the award without the specific written consent of the Purchasing and Materials Manager.

17.20. REASONS FOR AUTOMATIC DISQUALIFICATION OF PROPOSALS

- A. Failure of bidder to fulfill all basic requirements will result in automatic bid rejection. A Letter of Bid Disqualification is sent to bidder failing to meet any of the requirements. The checklist of reasons for rejection as follows:
- B. Failure to sign bid document.
- C. Failure to ensure bid was received by City of Lompoc Purchasing Offices on or before bid opening date and time and the address specified in the bid.
- D. Failure to provide bid security (if required and in the form and amount specified).
- E. Failure to attend mandatory bidders' conference or mandatory site inspection.
- F. Failure to initial price alterations for one or more items.
- G. Failure to provide information or other supplemental materials as specified in the RFP or bid.
- H. Failure to bid on all items when specifically required.

These items are self-explanatory and are applied equally and irrevocably to all vendors and their proposals. Therefore, bidders must be conscientious in fulfilling all requirements in order to have their proposals considered for award.

17.21. ENTIRE AGREEMENT

Any Agreement resulting from their Bid will consist of the following documents, in order of precedence, and shall be the entire agreement between parties:

- A. Purchase Order
- B. CITY's Invitation to Bid
- C. Attachments
- D. CONTRACTOR's Bid

17.22. TIME OF BID SUBMISSION

Bids or Proposals shall be submitted so as to be received in the office designated in the request for proposals not later than the exact time set for opening of proposals. Lompoc City Code Section 2603.E. reads "Bid Opening. No bid shall be considered which has not been received at the place, and at or prior to the time, stated in the invitation for proposals." The official time clock for their bid will be the "The Official NIST US Time":

<https://www.time.gov/>

Solicitations opening at 2:00 p.m. PDT will be considered late at 02:00:01 p.m. PDT and will not be accepted or considered. The Purchasing and Materials Manager Agent or their representative designated as the bid opening official shall decide when the time set for bid opening has arrived, and so shall declare to those present. Proposals will not be publicly opened and read aloud.

17.23. INDEMNITY AND INSURANCE REQUIREMENTS

DO NO WORK AND DO NOT PROCEED WITH THIS ORDER OR CONTRACT until you have been notified that your insurance certificate and endorsements are acceptable. Maintenance of proper insurance coverage is a material element of the contract. Firms performing services or installations in the City of Lompoc must have a current City of Lompoc Business Tax Number

The City of Lompoc requires that you furnish and maintain current certificates of insurance for the duration and term of that contract within the scope and limits of the Indemnity and Insurance Requirements listed here. The certificates and endorsements are to be signed by a person authorized by the insurers to bind coverage on their behalf.

You must provide a separate endorsement naming the City as an additional insured referencing your name and policy number. Examples of such endorsements are ISO CG 25 04 11 85, ISO CG 25 03 11 85, ISO CG 25 01 11 85. You must secure the following insurance coverage to protect the City from claims brought against the City, employees, authorized representatives, agents, or third parties.

Insurance Certifications

The selected Consultant is required to maintain the following insurance coverages for the duration of the project, at its sole cost and expense, with insurers legally licensed and qualified in the State of California, and satisfactory to the City:

Required Coverage

- A. **Errors and Omissions Professional Insurance:** Minimum coverage of **\$1,000,000**.
- B. Insurance for claims related to injuries or property damage arising from project activities involving the Consultant, its agents, representatives, employees, and sub-consultants.

Coverage Standards

- Commercial General Liability:
\$2,000,000 aggregate / \$1,000,000 per occurrence for bodily injury, personal injury, and property damage.
If a general aggregate limit applies, it must either apply separately to this project/location or be twice the occurrence limit.
Umbrella Coverage: \$9,000,000.
- Automobile Liability:
\$1,000,000 per accident for bodily injury and property damage.
- Worker's Compensation Insurance:
As required by the State of California.
Employer's Liability Insurance: \$1,000,000 per accident for bodily injury or disease.

Policy Requirements

- **Deductibles or Self-Insured Retentions:** Must be disclosed to and approved by the City. The City may require:
 - Reduction or elimination of these deductibles/retentions.
 - A financial guarantee to ensure coverage of losses, claims administration, and defense expenses.
- **General Liability and Auto Liability Policies:**

- Must include endorsements naming the City, its officials, officers, employees, and volunteers as insureds.
- Liability coverage for autos owned, leased, or hired by the Consultant must also be included.
- General liability coverage can be provided either as an endorsement or a separate owner's policy.

For project-related claims:

- The Consultant's insurance coverage must be **primary** concerning the City's coverage.
- Any insurance or self-insurance maintained by the City will be **excess** and non-contributory.

Policy Amendment and Cancellation

- Policies must not be amended to reduce required insurance limits or canceled without **30 days' prior written notice** (via certified/registered mail) to the City.
- Exception: Cancellation due to non-payment of premiums requires **10 days' prior written notice**.
- If policies are canceled, the Consultant must provide new evidence of insurance before the cancellation date.

Insurer Requirements

Insurance must be placed with insurers rated **A:VII or higher** by A.M. Best.

1. **Worker's Compensation Insurance in an amount not less than \$1,000,000** per occurrence as required by State of California statutes, and employer's liability insurance (including disease coverage). Insurer shall waive all rights of subrogation against the City, its employees, representatives, and agents.
2. **Automobile Liability Insurance** with coverage for any vehicle including those owned, leased, rented, or borrowed. This insurance shall have an endorsement naming the City as Additional Insured and with a standard cross-liability clause or endorsement. The limit amount for this insurance shall be not less than **\$500,000 per occurrence** combined single limit for bodily injury and property damage.
3. **General Liability Insurance** including premises and operations, products, completed operations, contractual liability, independent contractors, and broad form property damage coverages. This insurance shall be on a commercial insurance, occurrence form with an endorsement naming the City as Additional Insured and with a standard cross-liability clause or endorsement. The limit amount for this insurance shall be **not less than \$1,000,000** per occurrence combined single limit for bodily injury and property damage.

The insurance policies described above shall include the following provisions or have added by endorsement:

1. The **coverages shall be primary**, and no other insurance or self-insurance such as may be utilized by the City shall contribute to a loss under these policies.
2. The policies shall not be canceled or materially altered without **30 days prior written notice** to the City.

The insurers utilized shall conform to the following terms:

1. Insurers shall have at least an **"A-" policyholder's rating and a "VII" financial rating** in accordance with the most current **Best's Key Rating Guide**.
2. Vendor shall furnish the City, within ten (10) calendar days of receiving Notice of Award, or a Request for Insurance letter, and not less than two (2) working days prior to the commencement of the work, with adequate certificates of insurance and with original endorsements affecting coverage as will demonstrate that the provisions and/or requirements of this section have been complied with.

BUSINESS TAX NUMBER: Firms performing services or installations in the City of Lompoc must have a current City of Lompoc Business Tax Number. Please contact the City of Lompoc, City Clerk Office at 875-8242 for information.

Please send insurance certificates to:

City of Lompoc
Purchasing Division
1300 West Laurel Ave
Lompoc, Ca 93436
Fax 805 875-8632



ADDENDUM #1

HEADWORKS and INFLUENT METER IMPROVEMENTS PROJECT

RFP No. 2025-RFP-015DW

RESPONSE DEADLINE: June 30, 2025 at 3:00 pm

THE DATE TODAY IS: May 30, 2025

General Inquiries

1. Can you please provide the latest plant as-builts or 2010 plant improvement drawings?
 - **Response:** See Notice #4 Attachments
2. Is the schedule in Section 3, Item 4 (Delivery Requirements) flexible? The studies provided are 20 years old. The schedule shown in the RFP does not provide sufficient time for a comprehensive evaluation of the condition and project alternatives, followed by a detailed design with four submittal milestones. Please describe the key City drivers for the project schedule.
 - **Response:** Yes, the schedule in Section 3, Item 4 is flexible. The City recognizes the age of the existing studies and the need for a comprehensive evaluation before detailed design. While the RFP outlines target deadlines, the City will work with the selected firm to develop a realistic schedule that aligns with project needs. Key drivers for the schedule include funding timelines, regulatory coordination, and alignment with City planning efforts.

Delivery and Design Requirements

3. The Delivery Requirements Section includes a Preliminary Design Report, Final Design Documents, and Construction Documents. In the Design Deliverables Section, there is a Preliminary Design Report, 30% Design Submittal, 60% Design Submittal, 90% Design Submittal, and Final Design Submittal. Could you please clarify what submittals you expect to receive?
 - **Response:** The City expects to receive a Preliminary Design Report, Final Design Documents, and Construction Documents, as outlined in the Delivery Requirements section. The Preliminary Design Report is the most important early deliverable, as it will guide subsequent phases of design. While the RFP does not explicitly list 30%, 60%, and 90% design submittals, the City anticipates incorporating these milestones into the detailed schedule developed with the selected firm. The City is flexible and will work collaboratively to establish a realistic submittal schedule that meets project needs.
4. What is the City's anticipated budget for design and construction of the improvements? What are the available funding sources for construction?
 - **Response:** Funding sources are from Customer Revenues.
5. The following items are not commonly required for consulting engineers. Can they be removed from the RFP? (Bid security/deposit, bid bond, performance bond, labor & materials bond, liquidated damages, lowest responsive and responsible bidder as the basis of award.)
 - **Response:** No bid security/bid bond, performance bond, and labor and materials/payment bond would be required.

Proposal and Selection Process

6. Can we get a proposal deadline extension? We request an extension of two weeks after final responses to allow proper adjustments to proposals.
 - **Response:** No already extended until June 30th



ADDENDUM #1

HEADWORKS and INFLUENT METER IMPROVEMENTS PROJECT

RFP No. 2025-RFP-015DW

RESPONSE DEADLINE: June 30, 2025 at 3:00 pm

THE DATE TODAY IS: May 30, 2025

7. Section 14 of the RFP states that the contract will be awarded based on the Lowest Responsive and Responsible Bidder. Can you confirm if the City will follow a Qualification-Based Selection (QBS) process per the **California Little Brooks Act**?

- **Response:** The City will award this contract based on the professional qualifications of the firms submitting proposals and at fair and reasonable prices, based on the evaluation criteria provided in this RFP.

The City of Lompoc reserves the right to reject all proposals.

8. Can the City please confirm the Proposal Due Date? Addendum #1 lists the due date as Monday, June 30, 2025, while Official Notice #3 states June 26, 2025.

- **Response:** June 30, 2025.

Technical Specifications

9. What are the key drivers for replacing the built-up roof system? Is it a full or partial replacement?

- **Response:** The existing built-up roof system leaks and holds water. Full replacement is what we are looking for. Roof plan from 1974 is located in Notice #4

10. Will a topographic base be provided for design? If so, what are the extents of the base?

- **Response:** We have a paving and grading plan from 1974 and 2005 as well as elevation drawings of the building from 1974 attached. Some equipment has been abandoned. Drawings are for elevations.

11. Please confirm if the alternative analysis is only for influent metering and not required for screenings and actuator scope of work.

- **Response:** If this is referring to influent metering alternatives, we were referring to relocation of Floradale Monitoring Station which includes samplers and flow monitoring for both VVCSD and VSFB.

12. Is there any metering beyond pH influent metering included in this scope?

- **Response:** We are looking to monitor pH, temperature, TDS, and ammonia and flow rate at the Headworks location.

13. Can this project be broken into two phases?

- **Response:** It is up to the bidder. If the bidder believes that a two-phase approach would be more effective, they should propose it along with a clear explanation.

Job Walks and Compliance

14. A second job walk. Is attendance mandatory, or is it only for those who attended the initial pre-bid job walk?

- **Response:** This is just for those that attended the first job walk. No new candidates can attend.

15. Is the second job walk mandatory for all prime consultants?



ADDENDUM #1

HEADWORKS and INFLUENT METER IMPROVEMENTS PROJECT

RFP No. 2025-RFP-015DW

RESPONSE DEADLINE: June 30, 2025 at 3:00 pm

THE DATE TODAY IS: May 30, 2025

- **Response:** Not mandatory but I would encourage all prime and sub consultants to attend if you have more questions or want insight.

Permits and Regulations

16. Does the City have a list of anticipated permits for the project?

- **Response:** No, the City has no list of anticipated permits for the project.

17. For regulatory compliance, is there a series of regulations that the City would like to consider?

- **Response:** No, there is no a series of regulations that the City would like to consider.

Documentation

18. Is the City looking for additional Operations and Maintenance document efforts beyond standard manuals provided by vendors?

- **Response:** Yes, we would want to see O and M manual documentation beyond the manuals

19. Is there a separate **plant O&M manual deliverable** (chapters by engineers) for newly installed equipment?

- **Response:** We have examples of the current O and M manual format that can be loosely followed for operator documentation.

Business Tax License

20. Regarding the **City of Lompoc Business Tax License**, if our application is still being processed and we have not received a license number, would we still be considered compliant for bid submission?

- **Response:** The license is only required upon award.

Control Systems and Actuators

21. The current influent gate operates using a pneumatic actuator. If switching to an electric actuator, will a new circuit need to be run despite 480V power availability?

- **Response:** The current influent gate operates using a pneumatic (air cylinder) actuator. While we have not finalized the direction for future actuator type, 480V power is available in the drywell; however, a new circuit would need to be run if switching to an electric actuator.

22. The existing gate is cast iron, likely a Snow Gate, and is mounted on an embedded cast iron thimble. Is this correct?

- **Response:** The existing gate is cast iron, likely a Snow Gate, and is mounted on an embedded cast iron thimble, as you suggested.

23. Existing control systems have parallel operation functionality and are tied into SCADA with automatic closing. Will this configuration remain unchanged in the new setup?



ADDENDUM #1

HEADWORKS and INFLUENT METER IMPROVEMENTS PROJECT

RFP No. 2025-RFP-015DW

RESPONSE DEADLINE: June 30, 2025 at 3:00 pm

THE DATE TODAY IS: May 30, 2025

- **Response:** Regarding control systems: we currently have parallel controls both adjacent to the gate and upstairs at elevation 75.0', allowing operation without entering the flooded gate control area at elevation 55.5'. This is tied into our SCADA system with automatic closing functionality, which we intend to retain in the new setup. Direct detailed design and configuration questions to the engineering/design firm responsible for the project specifications. The scope and requirements will be clarified in coordination with them as the project progresses.

Final Construction Schedule

24. What is the construction schedule?

- **Response:** The City will work with the selected firm to develop a realistic schedule that aligns with project needs.

25. Dates Changed: A secondary job walk will be conducted **only** for (subs or techs) who attended the mandatory job walk on **June 4, 2025, at 10:00 AM**.

Following this, deadlines will be extended by one month:

Last Day for Questions: June 19, 2025, at 12:00 PM

RFP Closing Date: June 30, 2025, at 3:00 PM

This Addendum must be acknowledged and returned on or before June 30th, 2025, at 3pm. This addendum may be returned separately from **Request for Proposal 2025-RFP-015DW**. This signed Addendum may be emailed to purchasing@ci.lompoc.ca.us

Thank you,
Purchasing Department
Purchasing & Materials Manager

Bidder's Acknowledgment: I/We the undersigned bidder hereby acknowledge this Addendum to
Request for Proposal 2025-RFP-015DW
(Please type or print)



ADDENDUM #1

HEADWORKS and INFLUENT METER IMPROVEMENTS PROJECT

RFP No. 2025-RFP-015DW

RESPONSE DEADLINE: June 30, 2025 at 3:00 pm

THE DATE TODAY IS: May 30, 2025

COMPANY NAME

SIGNATURE OF AUTHORIZED REPRESENTATIVE

ADDRESS

AUTHORIZED REPRESENTATIVE (PLEASE PRINT)

CITY, STATE AND ZIP

TITLE

PHONE NUMBER

E-MAIL ADDRESS

FAX NUMBER

WEB PAGE ADDRESS

DATE



ADDENDUM #2

HEADWORKS and INFLUENT METER IMPROVEMENTS PROJECT

RFP No. 2025-RFP-015DW

RESPONSE DEADLINE: June 30, 2025, at 3:00 pm

THE DATE TODAY IS: June 25, 2025

- 1. Question:** Can the City please confirm if there will be a place to submit a full proposal as well as Vendor Questionnaire uploads? **You submit them with your questionnaire, but it is also requested you submit 2 hard copies**
- 2. Question:** In Addendum #1, the City indicated that a business license is only required upon award of the contract. However, Question #8 on the Vendor Questionnaire appears to request that a copy of the business tax license be submitted with the proposal. To ensure consistency and avoid confusion, could Question #8 be removed or revised to reflect the guidance provided in the addendum? **No just have the signed Addendum #1 as proof.**
- 3. Question:** Addendum #1 states that bonds are no longer required for this project. However, Item #11 on the Vendor Questionnaire still lists bond-related documents as required uploads. Additionally, Questions #12 and #13 also appear to reference requirements that may no longer be applicable. To ensure alignment with the updated requirements, could these items be removed or revised accordingly? Thank you for your attention to this matter. **No just have the signed Addendum #1 as proof.**
- 4. Question:** Addendum #1 has come out but still has not clarified how many copies the City of requesting, can the City please confirm if they want Five (5) paper copies and one (1) Adobe .pdf file of the Proposal shall be submitted OR 14.2 Bid Submissions - Submit one (1) envelope marked "original", one (1) copy, and one (1) flash drive. **Submit envelope with one(1) hard copy marked "original", one(1) marked "copy", and one (1) digital submitted through OpenGov.**
- 5. Question:** Can the City please clarify what they are requesting 14.1. 1. Registered Proposer Information Sheet? Is this the cover letter? **See Attached**
- 6. Question:** Can the city provide existing inlet piping map(s) and associated piping sizes for the three headworks pipe? **See attachment for inlet pipes and sizes.**
- 7. Question:** Can the city confirm which inlet pipes have flow meters and what type are currently in use and if the intent to have all new flow meters have SCADA links? **The 18" and the 21" in green in the inlet attachment coming from Floradale Sampling Station to the west of our plant each have Parshall flumes with flow metering at the Floradale location. The 3rd and main flow meter from which Lompoc calculated flow is derived is located downstream of Headworks Building and Influent Pumping Station on a 24" line that goes to our Grit Channel.**
- 8. Question:** Does the city intend to have the new flow meters installed in an underground vault or above ground? And if in an underground vault, does the city require active or passive ventilation and associated fall protection? **We are open to expert suggestions during this design phase.**



ADDENDUM #2

HEADWORKS and INFLUENT METER IMPROVEMENTS PROJECT

RFP No. 2025-RFP-015DW

RESPONSE DEADLINE: June 30, 2025, at 3:00 pm

THE DATE TODAY IS: June 25,2025

- 9. **Question:** Please confirm a 30-page limit on the proposal. **No 30-page limit. We would like to remain flexible on this.**
- 10. **The City will award this contract based on the professional qualifications of the firms submitting proposals and at fair and reasonable prices, based on the evaluation criteria provided in this RFP. The City of Lompoc reserves the right to reject all proposals.**
- 11. **Question:** The required \$9,000,000 umbrella coverage for insurance exceeds typical amounts for this type of work. Is a lower amount, such as \$4,000,000, acceptable? **\$4,000,000 is acceptable**

This Addendum must be acknowledged and returned on or before June 30th, 2025, at 3pm. This addendum may be returned separately from **Request for Proposal 2025-RFP-015DW.** This signed Addendum may be emailed to purchasing@ci.lompoc.ca.us

Thank you,

Devon Williams

Purchasing & Materials Manager

Bidder's Acknowledgment: I/We the undersigned bidder hereby acknowledge this Addendum to
Request for Proposal 2025-RFP-015DW
(Please type or print)

COMPANY NAME

SIGNATURE OF AUTHORIZED REPRESENTATIVE

ADDRESS

AUTHORIZED REPRESENTATIVE (PLEASE PRINT)

CITY, STATE AND ZIP

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