



**REQUEST FOR PROPOSAL
FOR
ARCHAEOLOGICAL AND NATIVE AMERICAN MONITORING,
AND ARCHAEOLOGICAL TESTING, EVALUATION, AND DATA
RECOVERY SERVICES FOR THE UNIVERSITY PARK WATER
LINE REPLACEMENT PROJECT**

RFP-01-W-2

I. INVITATION

The City of Lompoc is soliciting proposals from qualified firms for professional services for Archaeological and Native American Monitoring, and Archaeological Testing, Evaluation, and Data Recovery Services for the University Park Water Line Replacement Project.

Five (5) copies of each Proposal shall be submitted **no later than 5:00 p.m. on Friday, August 29, 2008**, addressed to:

*City of Lompoc
Engineering Division
Attn: Craig Dierling
100 Civic Center Plaza
Lompoc, CA 93438*

It is the responsibility of the proposer (Consultant) to see that any proposal submitted shall have sufficient time to be received by the Engineering Division prior to opening time. **Late proposals will not be considered.** Proposals will not be accepted by telephone or facsimile machine.

If you have any questions about the proposal process, contact Craig Dierling at 805-875-8224.

II. SCOPE OF PROFESSIONAL SERVICES

The scope of services shall include performing all work necessary to provide Archaeological and Native American Monitoring, and Archaeological Testing, Evaluation, and Data Recovery Services by national register qualified archaeologists for the University Park Water Line Replacement Project in the City of Lompoc. The scope of work is to be performed in two (2) phases, and Phase 2 work, including Archaeological Testing, Evaluation, and Data Recovery, will only be necessary if a find occurs during the Phase 1 monitoring. Phase-1 services shall include, but not be limited to, the following:

Phase-1

- Meetings with the City related to the project,
- Determination of specific areas of "high cultural sensitivity" or areas most likely to contain buried archaeological features within the construction work, and recommendations to the City on how best to proceed with construction in such areas,
- Preliminary potholing, to be conducted by the archaeologists, with assistance from the contractor, as necessary, within the proposed utility alignment to determine the

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location of suspected resources. This is intended to allow for alignment changes to avoid identified cultural resources.

- Archaeological and Native American Monitoring where determined necessary by the consulting archaeologist, as needed for the entire location and duration of project work,
- Examining excavated material for evidence of archaeological features, notifying the City and providing necessary recommendations regarding how to address such features if found,
- Examining trenches and/or excavations for evidence of archaeological artifacts, notifying the City's Senior Environmental Coordinator and Project Engineer and providing recommendations regarding treatment of artifacts, if found,
- Compliance with all applicable state and federal laws related to cultural resources,
- Consulting with City of Lompoc's Engineering, Environmental, and Water Division staff, as necessary to provide recommendations and consulting support throughout the project,
- Preparing technical reports summarizing the consulting work performed, detailing the results of all findings, and summarizing all recommendations.

The consulting services performed pursuant to this request for proposals (RFP) are to be performed in order to facilitate the replacement of various City of Lompoc water lines and related facilities, as shown on the project construction plans entitled CITY OF LOMPOC, CALIFORNIA; CONSTRUCTION PLANS FOR UNIVERSITY PARK WATER LINE REPLACEMENT, which are provided in addition to Project Manual Part A (Construction Specifications) with this RFP for reference. This project is located in a highly culturally sensitive area, near the original La Purisima Mission and National Register of Historic Places site, and its associated Chumash village. All excavation work for the project needs to be monitored by an archaeologist meeting the professional qualification standards of the Secretary of the Interior for Archaeology, and the lead project archaeologist shall coordinate and facilitate, including the hiring of, all necessary additional monitoring by Native American monitors.

The time allowed for completion of all work within the Construction Contract is 50 working days, and it is estimated that **25** working days should be sufficient time for completion of all necessary excavation and associated monitoring as described in this RFP. All construction work will be completed between the hours of 7 AM and 5 PM, Monday through Friday, and not on legal holidays as defined in Section 1-2 of Project Manual Part A (Construction Contract Specifications), unless a special exception is made by the City Engineer.

The Consultant shall, either before construction work begins, or upon the beginning of construction work, provide the City with a determination of which areas of the project are most likely to contain buried archaeological features, and shall provide recommendations on how best to proceed with construction in these areas. The construction contract documents require the (construction) Contractor to assist the archaeological consultant in potholing, in accordance with the recommendations of the Archaeological Monitor, prior to construction excavation. At all times the (construction) Contractor shall be under the direction of the City, and the City will work with the Consultant and the Contractor to facilitate all necessary

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monitoring and other work by the Consultant, and to direct the Contractor related to the recommendations of the Consultant. The Consultant shall work to protect the City's interests in complying with all applicable cultural resource laws, and allowing the construction work to be performed in the most economical and expeditious means feasible, including allowing mechanical excavation where, in the opinion of the Consultant, the risk of damage to sensitive archaeological features and the corresponding liability of the City is low.

The City of Lompoc understands that the (City) will need to grant the Archaeological Monitor authority to order the mechanical equipment operator to halt excavation or change the method of excavation, if artifacts or cultural deposits are suspected or discovered during trenching or directional drilling. If excavation is halted or the method changed by the Monitor, the Monitor shall immediately inform the Field Inspector. When excavation is halted and/or artifacts or cultural resources are identified, the City's Senior Environmental Coordinator and the Project Engineer shall be notified. The City understands that hand excavation and screening may be required to assess the potential integrity of any exposed deposits. The City's Field Inspector and Senior Environmental Coordinator will be notified immediately of the nature of all finds. If deposits are found, further testing or mitigation measures may be necessary and management options shall be discussed with the Project Engineer and the Senior Environmental Coordinator, however, implementation of such activities are within the Phase 2 scope of this RFP.

If human remains are unearthed, work will be halted in that area and the Santa Barbara County Coroner will be contacted to make a determination as to the nature of the remains. If the remains are determined to be of Native American descent, the Native American Heritage Commission will be promptly notified and the most likely descendent will determine the final treatment of the remains.

Phase-2

Phase-2 services will include Archaeological Testing, Evaluation, and Data Recovery of archaeological materials found during the construction of the University Park Water Line Replacement Project. Such services shall include but not be limited to the following:

- Meetings with the City related to the project,
- Performing all work in compliance with applicable state and federal cultural resource laws,
- Providing necessary Archaeological testing, evaluation, and data recovery of materials recovered during construction,
- Discovery/Identification of potentially important archaeological resources exposed,
- Assessment of the significance of the archaeological deposits exposed,
- Assessment of project impacts on the archaeological resources exposed,
- Treatment to mitigate impacts to cultural resources,
- Preparing plans for and identifying options for mitigation, including but not limited to: avoidance, preservation, partial preservation, or excavation and curation,
- Implementation of the plans for preservation of artifacts in accordance with the

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- decisions and direction of the City,
- Manually excavating in areas containing archaeological materials appearing to be significant, according to standard stratigraphic techniques,
 - Providing photographs and mapping stratigraphic profiles,
 - Preparing all necessary documenting reports to be filed with the State Historic Preservation Office and the City of Lompoc,
 - Cataloging and preparation of recovered artifacts, as required, for placement with a repository
 - Assisting the City of Lompoc with all processes and with compliance with all legal requirements relating to the performance of the Phase 2 archaeological services.

When archaeological materials of historic importance are identified through construction monitoring, they will be exposed in the excavation to the extent necessary for construction or as required by the laws governing archaeology, and insofar as is possible, the Consultant shall determine the horizontal limits within the area of direct impact to the construction project. The Consultant shall photograph, document, and map such features in relation to a permanent site datum. The Consultant shall work to protect the City's interests, and shall perform all work and prepare recommendations in order to most efficiently use the City's limited resources to expeditiously facilitate the necessary infrastructure improvements, and endeavor to minimize the cost of archaeological work as much as is possible.

To the extent necessary for the subject work, the Consultant shall determine the stratigraphic sequence (layering of deposits), approximate date of deposition, integrity (degree of disturbance), and range and quantity of artifacts. If a deposit is determined to be potentially significant according to CEQA and/or associated with the Mission, then hand excavations will be employed to determine the best strategy for mitigation of project impacts. The Consultant shall provide to the City Engineer and City Environmental staff the options for and estimated archaeological costs and schedules of mitigation measures including, but not limited to: avoidance, preservation, partial preservation, or excavation and curation. The City Engineer will, based on the information and recommendations provided by the Consultant, select the chosen mitigation measures to be performed.

Mitigation, as required by CEQA and directed by the City Engineer, shall take place in a manner coordinated with the other aspects of the construction. Unless otherwise directed by the Engineer, work to evaluate the possibility of using directional drilling to place the utility lines underneath found features shall be accomplished first. All attempts shall be made to assist the contractor in being allowed to continue work in the areas of significant finds. If possible, when material must be removed, it shall be removed as soon as possible, so that utility installation can continue to proceed in the area of the find.

The Consultant shall document work for each find or site separately, and shall separately list project costs for each site on payment invoices submitted to the City.

III. CONSULTANT'S PROPOSAL AND COMPENSATION:

Each firm's response to this request for proposals should be in the form of a proposal to

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perform the professional services listed herein, with a corresponding estimate of your staff time and fee required.

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

1. A cover page including the RFP title and applicant firm's name.
2. A statement that this RFP shall be incorporated in its entirety as a part of the Consultant's Proposal.
3. 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.
4. 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."
5. 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.
6. 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, including the names, titles, addresses, and telephone numbers of the 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. A resource allocation matrix shall be included, which shall contain in rows, a list of tasks for the project, and in columns the appropriate staff job titles assigned to the work with the estimated number of hours allocated for each task, and a total estimated fee per task. Phase 1 services shall be clearly separated from Phase 2 services in the resource allocation matrix.
7. 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 appropriate persons whom the City could contact.

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

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8. A summary of the consultant's understanding and approach to the project.
9. A description of information and participation the consultant desires from City staff.
10. A schedule of the work including proposed dates for each submittal discussed in the Scope of Professional Services above.
11. A statement that all charges for professional services for this project will be limited to a "Not-to-Exceed Fee," unless the City authorizes additional charges in writing, and said "Not-to-Exceed Fee" shall be as submitted with and made a part of said Consultant's Proposal. Payment will be for actual time and materials expended in furnishing authorized professional services up to said "Not-to-Exceed Fee."
12. A copy of the Consultant's hourly rate schedule for all personnel, project costs and services anticipated to be involved in the project, and a statement that said hourly rate schedule is part of the Consultant's Proposal for use in invoicing for progress payments and for extra work incurred that is not part of this RFP. All extra work will require prior approval from the City.
13. A statement that the Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin.
14. 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:

- a. 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:
 - 1). Insurance Services Office Commercial General Liability coverage (occurrence from CG 0001).
 - 2). Insurance Services Office Business Auto Coverage form number CA 0001, code 1 (any auto).
 - 3). Worker's Compensation insurance as required by the State of California and Employer's Liability Insurance.

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- d. Limits not less than:
 - 1). General Liability: \$3,000,000 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.
 - 2). Hired and Non-Owned Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.
 - 3). Employer's Liability: \$1,000,000 per accident for bodily injury or disease.
- e. 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.
- f. The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:
 - 1). The City, its officials, officers, employees, and volunteers are to be covered as insureds with respect to liability arising out of automobiles 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.
 - 2). 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.
- g. 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.

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- h. Insurance shall be placed with insurers with a current A.M. Bests rating of no less than A:VII.
- i. 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.
- j. 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.

IV. GENERAL CONDITIONS

1. Five copies of each proposal submitted must be received by the Engineering Division no later than 5:00 p.m. on the due date shown on the first page of this RFP.
2. The City reserves the right to terminate the "Agreement for Professional Consultant Services" for the "convenience of the City" at any time by giving ten (10) days written notice to the Consultant of such termination and specifying the effective date thereof. All finished or unfinished drawings, maps, documents, field notes and other materials produced and procured by the Consultant under the said aforementioned Agreement are, at the option of the City, City property and shall be delivered to the City by the Consultant within ten (10) working days from the date of such termination. The City will reimburse the Consultant for all acceptable work performed as set forth in the executed Agreement.
3. The consultant agrees that all work shall be performed as approved or authorized by the City, and that the consultant will cooperate and work in accordance with direction received from the City during the project.
4. Pre-contractual expenses are defined as expenses incurred by the Consultant in:
 - a. Preparing the Proposal;
 - b. Submitting the Proposal to the City;
 - c. Presentation during selection interview;
 - d. Negotiating with the City any matter related to this Proposal;
 - e. Any other expenses incurred by the Consultant prior to an executed Agreement

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The City shall not, in any event, be liable for any precontractual expenses incurred by the Consultant.

5. The City reserves the right to withdraw this RFP at any time without prior notice. Further, the City makes no representations that any Agreement will be awarded to any Consultant responding to this RFP. The City expressly reserves the right to postpone reviewing the Proposals for its own convenience and to reject any and all Proposals responding to this RFP without indicating any reasons for such rejection(s).
6. The City reserves the right to reject any or all Proposals submitted. The City may deem it necessary to interview applicants, and reserves the right to interview as part of the selection process. Any Contract awarded for these consultant engagements will be made to the Consultant who, in the opinion of the City, is best qualified.
7. Proposals that fail to provide sufficient information or assurances of performance, or to accurately assess each category of the required services, or to comply with requirements and conditions of the RFP will not be given further consideration.
8. Any Contract to be awarded as a result of this Request for Proposal will be awarded without discrimination based on race, color, religion, sex, or national origin.
9. The Consultant's Proposal shall be no more than 30 pages, excluding a cover letter of up to two pages, dividers, and certificates. The RFP will not be counted when included in the Proposal.
10. The Consultant shall be required to comply with all federal, state, and local laws and ordinances applicable to the work. This includes compliance with prevailing wage rates and their payment in accordance with California Labor Code, Section 1775.
11. The Consultant's relationship to the City in the performance of the Consultant's services for this project is that of an independent contractor. The personnel performing said consulting services shall at all times be under the Consultant's exclusive direction and control and shall be employees of the Consultant and not employees of the City. The Consultant shall pay all wages, salaries and other amounts due his employees in connection with the performance of said professional services and shall be responsible for all employee reports and obligations, including but not necessarily limited to social security, income tax withholding, unemployment compensation, and Worker's Compensation.

V. PAYMENT(S) TO CONSULTANT

1. The City will pay the Consultant for all approved actual time and materials expended in furnishing all authorized and acceptable professional services, up to the limit of the agreed upon "Not-to-Exceed Fee," in accordance with the "Agreement for Professional Consultant Services." If additional services or modifications to the scope of work are necessary during the progress of the project, the City may agree to amend the contract

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with the consultant by executing an "Amendment to the Agreement" and approving modifications to the "Not-to-Exceed Fee."

2. Monthly invoices will not be accepted for payment by the City for work on this project. The payments to the consultant shall be based on progress and completion of each task, which shall be performed and invoiced in the order and manner authorized by the City, and as stated below.

Payment to the Consultant for up to 50% of the consulting fee for each phase of work may be made at the completion and receipt by the City of an acceptable draft of all reports necessary for the subject phase of work. Payment to the Consultant for the remainder of the consulting fee for each phase of work will only be made upon completion and acceptance by the City of all work necessary for the subject phase of work. This shall include the completion and acceptance by the City of all necessary reports, documentation, and coordination with other jurisdictions related to the project work. If in the course of work, the Consultant suffers an unforeseen delay that is not caused by any action or inaction of the Consultant, and such delay prolongs or postpones the completion of the Consultant's work by more than one month, the City will upon receiving an approved invoice for approved, authorized, and acceptable services, provide partial payment to the Consultant.

3. Tasks shall include all Professional Consultant Services necessary to complete the work covered by this RFP, and required and authorized by the City.
4. Invoices shall specifically identify man-hours and costs incurred by each task.
5. Reimbursement costs such as mileage, printing, telephone, photographs, postage and delivery, shall be included in the "Not-to Exceed Fee."
6. All expenses including labor and reimbursable costs such as mileage, printing, telephone, photographs, postage and delivery shall have supporting documentation presented at the time payment is requested.

VI. CONTRACT

The Contract includes the Agreement for Professional Consultant Services, Consultant's Proposal, and City's Request for Proposal.

VII. SELECTION CRITERIA

The Proposals will be rated according to the following criteria.

1. Qualifications (35 points possible total)
 - a. Each member of the consultant's project team shall be discussed in the proposal with regard to the role that member will perform for the project, and their

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qualifications for performing such role. The discussion of each member's qualifications shall include the member's abilities, relevant experience, education, and time availability for work on this project for the entire duration of the project.

- b. Particular detail shall be included to present the relevant expertise of each professional who will 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 their interaction with those team members which they supervise, and the diligence of their supervision and review of subordinates' work.

2. Understanding and Approach (25 points possible total)

- a. A clear understanding of the project scope of 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.

3. Cost (10 points possible total)

The estimate of time and fees required to perform each task shall demonstrate adequate resource allocation and the ability to provide experienced professional services in an efficient manner.

4. Schedule (30 points possible total)

As the services covered by this RFP are to be performed in order to facilitate the proposed water line replacement construction project, and such services are required to be performed concurrently with construction work; the Consultant shall demonstrate in the proposal the ability to coordinate with and adapt to the construction schedule as necessary, and to provide all necessary staff and services in a timely manner to expedite the construction work, including providing a qualified monitor for continuing work on the project in a separate area, when a cultural resource find is being actively evaluated. This shall include the ability to expeditiously negotiate the consulting contract with the City, and if necessary, to begin consulting services within four weeks of the due date for this RFP.

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

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.

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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 may be 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.