



Request For Qualifications
North of River Sanitary District No. 1
Environmental Compliance Services

Issued:

Friday - October 6th, 2023

Qualifications Due:

Friday – November 3rd, 2023
5:00PM

Electronic Copy – Deliver to:

jnord@mknassociates.us (via email) or
<https://mknassociates.wetransfer.com/> (via file transfer site)

Approved:

Patrick Ostly, PE
General Manager

Table of Contents

1.0 Notice 1-1

2.0 Description of Work..... 2-1

 2.1 District Background and Related Studies 2-1

 2.2 Conceptual Scope of Work 2-1

 2.3 Schedule of Work 2-2

3.0 General Terms and Conditions 3-1

 3.1 Statement of Qualifications Requirements 3-1

 3.2 Contract Award and Execution..... 3-1

4.0 SOQ Content and Selection Process 4-1

 4.1 Statement of Qualifications Content..... 4-1

 4.2 Method and Criteria for Selection..... 4-1

5.0 Deadline and Inquiries..... 5-1

 5.1 Deadline..... 5-1

 5.2 Inquiries..... 5-1

1.0 NOTICE

Request for Qualifications North of River Sanitary District No. 1 Environmental Compliance Services

North of River Sanitary District No. 1 (NORS D or District) is soliciting Statement of Qualifications (SOQs) from consultants to provide environmental services related to the North of River Sanitary District No. 1 (NORS D or District) Water Resources Recovery Facility (WRRF) Project. The District's existing Wastewater Treatment Plant has reached several milestones that indicate that expansion of the facility should be initiated. Thus, NORS D engaged the services of a design consultant (Woodard & Curran) to develop a 10% design for the new WRRF facility with a target of building a facility that can handle the wastewater treatment needs of NORS D through 2050. In these initial efforts, the District has made key decisions regarding treatment processes and space planning that will guide the continued WRRF design through to completion. The District is currently embarking on the next phase of design development (30% design). Specific permitting-related and finance-related efforts will be developed during the 30% design and thus it is the appropriate time for the District to engage an environmental specialist consultant to develop the needed environmental compliance documents.

The environmental document that will be produced by the Consultant will be a key component of the District's approach to the implementation of the WRRF Project. The documents will be used to support regulatory permitting requirements as well as funding opportunities. Thus, the documents must contain sufficient detail to allow for permits to be approved, including but not limited to those from the Central Valley Regional Water Quality Control Board and California Department of Fish and Wildlife. It is likely that the District will pursue funding through the California Clean Water State Revolving Fund, but Federal funding may also be pursued. Thus, the document must be sufficiently robust to meet State standards but may also need to comply with the National Environmental Policy Act (NEPA). The scope anticipated by this RFQ includes all services necessary to comply with CEQA and Federal guidelines for construction of the WRRF. It is anticipated that a Mitigated Negative Declaration (MND) or Environmental Impact Report (EIR) will be the appropriate CEQA document, but the District is open to other approaches that provide compliance with the State and Federal regulation laws.

MKN & Associates, Inc. (MKN) will be acting in the role of Program Manager and will be handling the collection of all SOQs. **The deadline for MKN to receive all Statements of Qualifications is 5:00 p.m. on Friday, November 3rd, 2023.** SOQs submitted after said time will not be considered. Submit one (1) copy of your SOQ electronically (via email or file transfer site) as a single Adobe PDF document to the District's Program Manager.

Based on the qualifications presented in the SOQ, and potentially interviews with the top candidate firms, the District plans to enter into a professional services agreement for the Project provided that efforts to negotiate the specific scope and fee for the Project with the top-ranked consultant are successful. If negotiations with the top-ranked consultant are not successful, the District may pursue contract negotiations with the next ranked consultant. SOQ electronic copy to be delivered to:

Josh Nord, PE

jnord@mknassociates.us

<https://mknassociates.wetransfer.com/>

Reference documents will be made available for consultants to review via a file sharing platform. A single 30-minute video conference meeting with the District may be arranged for each consultant team upon request. All questions shall be addressed in writing to Josh Nord at the email address listed above. **All questions concerning this RFQ must be submitted in writing no later than 5:00 PM on October 20th, 2023.**

2.0 DESCRIPTION OF WORK

2.1 District Background and Related Studies

NORSRD was formed in 1940 as a California Special District for the purposes of collecting, conveying, treating, and recycling wastewater flows generated by residential, commercial, and industrial customers in Oildale California. Over time, the District's service area has expanded and NORSRD currently provides services to residents in the unincorporated community of Oildale, northwest portions of metropolitan Bakersfield, and the City of Shafter within Kern County, California. The District serves a population of more than 55,000 people through around 23,400 active sewer connections within a service area covering approximately 54 square miles.

NORSRD operates and maintains both the collection system and WWTP for the benefit of the public. The collection system consists of five lift stations and approximately 174-miles of sewer main ranging from 6-inch to 54-inches in diameter. All system collector and interceptor sewers, as well as the City of Shafter trunk sewer, drain to the District's Outfall Sewer which discharges at the WWTP. The District's existing WWTP is located on 7th Standard Road, approximately 15 miles west of Highway 99.

The Water Resources Recovery Facility (WRRF) currently under design, will be located on the existing WWTP property and will consist of many new processes as well as modifications to existing processes. The conceptual design of the WRRF includes a four-stage biological process with membrane bioreactors (MBR), clarifiers, mechanical thickening, and digestion as well as headworks, grit removal, and related processes. The WRRF will be designed to treat an average wastewater flow of 10 million gallons per day (MGD) and handle peak flows of up to 25 MGD. It is anticipated that the WRRF will be capable of providing treatment through the planning horizon of 2050.

The District has completed multiple studies over several years that address topics such as growth and flow projection, recycled water opportunities, and the construction of the WRRF. The following reports are available for review on a file sharing site:

- Recycled Water Opportunities Study dated January 2022 and prepared by Woodard & Curran
- Sanitary Sewer Master Plan dated March 2023 by Ardurra
- Financial Plan, Sewer Service Charge & Capacity Fee Study dated March 2023 by Bartle Wells Associates
- Technical Memorandum 9 Facilities Plan (DRAFT) dated August 2023 by Woodard & Curran

The Consultant selected for this project will be required to identify the appropriate environmental approach and documentation necessary to support the project execution and funding. This will require careful review of existing documents and coordination with the WRRF designer during the ongoing design process. It should be noted that the designer's approved scope of work includes hours to coordinate with the environmental efforts. Thus, they will be available to provide project descriptions and details to support environmental effort.

2.2 Conceptual Scope of Work

The environmental documents that will be produced by the Consultant will be a key component of the District's approach to the implementation of the WRRF Project. The documents will be used to support regulatory permitting requirements as well as funding opportunities. Thus, the documents must contain sufficient detail to allow for permits to be approved, including but not limited to those from the Central Valley Regional Water Quality Control Board and California Department of Fish and Wildlife. Furthermore, it is likely that the District will pursue funding through the California Clean Water State Revolving Fund and Federal funding may also be pursued. Thus,

the document must be sufficiently robust to meet State standards but may also need to comply with the National Environmental Policy Act (NEPA).

The scope anticipated by this RFQ includes all services necessary to comply with CEQA and Federal guidelines for construction of the WRRF, since CWSRF funding will require compliance with specific federal requirements. It is anticipated that a Mitigated Negative Declaration (MND) or Environmental Impact Report (EIR) will be the appropriate CEQA document, but the District is open to other approaches that provide compliance with State and Federal laws. The final scope of services will be defined after the consultant is selected. It is anticipated that the scope of work will include, at a minimum, the following:

- Preparation of an appropriate CEQA Initial Study and CEQA document (e.g., a MND or EIR). It is understood that the environmental consultant will provide further guidance regarding the appropriate CEQA documentation after the Initial Study is completed.
- Coordination with the District WRRF Team (NORSRD staff, design team staff, and program management staff) as needed throughout the process, including the development of appropriate alternatives to the proposed project to be included in the environmental document.
- Coordination with other responsible agencies and those with an interest in the project, including (but not limited to) the Central Valley Regional Water Quality Control Board.
- Coordination and participation in mandated public noticing efforts (if applicable) as well as presentations to the District’s Board of Directors and other agencies as appropriate. Attendance at meetings and public hearings as appropriate throughout the process.
- Completion of environmental documentation required for CWSRF funding.
- Preparation and coordination of all required notices under CEQA.

The District is open to other approaches that provide compliance with applicable State and Federal environmental laws. The consultant team is encouraged to review the requirements of the RFQ, examine the referenced studies, and consider creative solutions that are appropriate to best meet the District’s stated goals.

2.3 Schedule of Work

The anticipated project schedule is summarized below but subject to change. The District intends for the environmental effort to be complete within 10 months after issuance of the notice to proceed.

Table 2-1: Anticipated Project Schedule	
Issue RFQ	October 6 th , 2023
Written Questions Due	October 20 th , 2023
SOQs Due	November 3 rd , 2023
Notification of Consultant Shortlist (at District’s Option)	November 10 th , 2023
Consultant Interviews (at the District’s Option)	November 29 th to 30 th , 2023
Contract Negotiation with Top-Ranked Consultant	December 1 st to December 8 th , 2023
Consultant Selection / Board Approval	December 19 th , 2023
Notice to Proceed	December 20 th , 2023
Note: Deliverable dates after NTP to be developed in the Project Approach by the Consultant.	

3.0 GENERAL TERMS AND CONDITIONS

3.1 Statement of Qualifications Requirements

- **Content:** SOQs should include the minimum SOQ Content as described in Section 4.0. The SOQ shall be concise, well organized, and demonstrate the proposer’s understanding of the Project as well as the conceptual project approach and applicable qualifications. The SOQ shall be limited to thirty (30) pages of minimum size 11 font, exclusive of resumes, cover letter (limit 1 page), dividers, and covers. The SOQ may contain 11x17 size sheets within the 30-page limit. Sheets that are 11x17 shall be used for charts and figures only. Any additional materials that will support your SOQ may be included within the page limit. However, if they do not directly address the stated requirements, include them in an appendix.
- **Consultant:** The Consultant will provide a Project Manager and appropriately qualified professionals to execute the work.
- **Subconsultants:** Identify all subconsultants to be used during the term of the project and provide a list of responsible staff for each subconsultant along with their qualifications.
- **Insurance:** The consultant will be required to obtain at their own cost an insurance policy meeting the District’s requirements as described in the District’s Standard Agreement (Appendix A). Said policy will be required to be maintained throughout the period of services (refer to Section 3.2).
- **Consultant’s Compensation:** The Consultant shall include a fee schedule that presents hourly rates for the various categories of personnel that will work on the project as well as the basis for charging other direct costs (including materials, travel, and subconsultants). A fee schedule shall also be provided for any identified subconsultants. The fee schedule will not be counted toward the page limit specified in Paragraph 1. A fee proposal will not be accepted as part of the SOQ.
- **Commitment:** The SOQ shall be signed by the individual with power to execute the Professional Services Agreement (which will take place after negotiation of the final work scope).
- **Statement of Contract Disqualifications:** Consultant shall include a signed statement of whether the firm or any of the proposed team members have ever been disqualified, removed, or otherwise prevented from proposing on or completing a municipal government project for any reason. If so, provide a description and explanation of the circumstances.
- **Exceptions:** Consultant shall initial the District’s Standard Agreement (Appendix A) to indicate general agreement with the content therein. If the Consultant takes any exceptions to the Standard Agreement, identify the specific portion and provide a full explanation including suggested changes (if any). Changes to the District’s Standard Agreement will not be considered during the RFQ process but may be considered during scope negotiation prior to execution of the final agreement for professional services.

3.2 Contract Award and Execution

- The District reserves the right to reject any or all responses to this RFQ, waive any insubstantial irregularities in this RFQ or any submitted SOQ, negotiate with all qualified Consultants, or cancel in part or in its entirety this RFQ process.
- If a contract cannot be negotiated with the highest-ranked consultant for any reason, the District reserves the right to select the next most qualified consultant.
- The District reserves the discretion to determine the ability, competency and responsibility of the Consultants. Before award, Consultants may be required to furnish evidence of capability to adequately perform the work in a timely manner as deemed necessary by the District.
- The Consultant shall provide proof of insurance in the coverages and amounts specified in Appendix A within 15 calendar days after notice of selection as a precondition to contract execution.
- Even if selected, the District reserves the right to terminate any agreement reached with the selected firm at any time and in an appropriate manner.

4.0 SOQ CONTENT AND SELECTION PROCESS

4.1 Statement of Qualifications Content

- **Cover Letter** (not included in total page count)
- **Project Organization and Key Personnel** – Provide a project organization chart showing the names of all key personnel assigned to the Project and their primary responsibility. Subconsultants should also be identified in the organization chart with responsibilities identified (e.g., noise, air quality, cultural, etc.). Any changes in key personnel and subconsultants after the award of contract must be proposed in writing and approved by the District before any change is made.
- **Experience and References** - Include professional references for three (3) similar projects performed by the proposed project team members. Provide project descriptions demonstrating the ability of the team to provide the types of services identified in the Project Scope of Work (Section 2.2). Provide current contact information (i.e., name, telephone number, and email address) for references that illustrate the quality of past performance of the project team.
- **Project Understanding and Conceptual Approach** – Describe the consultant’s understanding of the project. Identify the potential challenges and critical tasks, a conceptual recommended project approach, and describe how the consultant’s team is best suited to address the key issues and execute the proposed approach. The approach should be informed by the District’s prior studies and the consultant’s experience with similar work. Include a conceptual project schedule showing anticipated completion time for each task for the conceptual approach identified.
- **Project Management Approach** - Identify how the PM will address key project management tasks including those related to cost control, delegation of tasks, quality control, and technical review. Provide examples of how your firm ensures that projects are completed on time and within budget. Explain how the PM will handle interacting with the NORSD Team which includes District staff, the design team, and the Program Manager.
- **Exceptions, statement of past disqualifications, statement of insurance coverage, initialed agreement, and other items identified in Section 3 and throughout the remainder of this RFQ** (not included in the total page count) - Proof of insurance does not have to be provided with the SOQ. Refer to Section 3.2 for timing associated therewith.
- **Resumes** (not included in the total page count) – Include resumes of all key personnel and subconsultants.

4.2 Method and Criteria for Selection

Evaluation of the Proposals will be based upon a competitive selection process. Evaluation criteria will include, but will not be limited to:

- Experience and performance under similar projects or Scope of Work, which may include information from project references, work completed previously for the District and other sources of information;
- Experience and performance of the individual team members as well as their previous experience working together on similar projects;
- Demonstrated understanding of the work involved in completing the required environmental documents under CEQA and as required by State and Federal funding programs for similar projects as the conceptual approach that is proposed for completing the project efficiently;
- Project management approach including cost controls, scheduling, resource management, and QA/QC approach; and
- Completeness of the Proposal.

After developing a short list based on the SOQs, the District may choose to conduct interviews of the top ranked Consultant(s). However, the District reserves the right to make a selection based solely on the written SOQs. If interviews are conducted, the interviewed Consultants will be evaluated and re-ranked and the District will proceed with negotiating the contract terms with the top ranked firm.

5.0 DEADLINE AND INQUIRIES

5.1 Deadline

One electronic (Adobe PDF format) copy of the SOQ must be submitted to MKN by **5:00 pm on Friday, November 3rd, 2023**. Late submissions will not be accepted. SOQ electronic copies to be delivered to:

Josh Nord, PE
jnord@mknassociates.us via email or
file transfer via <https://mknassociates.wetransfer.com/>

5.2 Inquiries

All questions concerning this RFQ must be submitted in writing no later than 5:00 PM on October 20th, 2023. Phone calls are allowed but must be documented afterward (in a follow-up email) for formal response. Any clarifications deemed to be necessary, as a result of a question/RFI, will be issued in writing and delivered electronically (in Adobe PDF format) to all consultants who received the RFQ package.

Direct questions or information requests concerning this project to Josh Nord at:

Josh Nord, PE
MKN & Associates, Inc.
1800 21st Street, Suite C
Bakersfield, CA 93301
jnord@mknassociates.us
(661) 873-4262 ext. 1001

A single 30-minute video conference meeting with the District may be arranged for each consultant team upon request. Schedule visits by contacting Josh Nord via email or phone.

Reference documents including previous studies, record drawings, etc. are available via an electronic file sharing platform. Access to the file sharing platform will be provided to consultants upon request (contact the Program Manager).

APPENDIX A

**AGREEMENT WITH CONSULTANT
FOR
PROFESSIONAL SERVICES**

THIS AGREEMENT is made and effective on the ___ day of _____, 202__ by and between _____ (“Consultant”) and NORTH OF RIVER SANITARY DISTRICT NO. 1 (“District”) as follows:

1. **Project.** Consultant has been hired for the following project:

__ (the “Project”).
2. **Scope of Services.** Consultant agrees to provide and perform professional services as set forth in Exhibit “A” attached hereto and incorporated herein by reference.
3. **Schedule.** Consultant shall perform its services in accordance with the schedule set forth in Exhibit “A.”
4. **Compensation.** District will pay Consultant for all work, services, or products, according to the fees, rates, and terms set forth in Exhibit “B.” District will make progress payments to Consultant within thirty (30) days after District receives Consultant’s invoice(s).
5. **Changes.** The scope of services may be changed. Changes may include additions, deletions, or other revisions which may affect costs and time of performance. All Changes must be in writing, signed by both parties, and expressly authorized by District. The fees or rates set forth in Exhibit “B” will determine the cost or credit to District resulting from any changes. If the methods in Exhibit “B” do not apply to a change, the parties must determine the cost or credit to the District by mutual agreement, in writing, signed by both parties.
6. **Independent Contractor.** Consultant is an independent contractor and not an employee or agent of District. This Agreement does not form a partnership or association between District and Contractor. District will not make any federal or state tax withholdings, or workers’ compensation payment on Consultant’s behalf.
7. **Indemnification.** Contractor must indemnify District (including District’s directors, officers, employees, agents, successors and assigns) against all claims, loss, damage, charge or expense, causes of action or demands whatsoever against District, administrative or judicial tribunals of any kind, arising from or connected with Consultant’s (including Consultant’s employees, agents, independent contractors, companies, or subcontractors) performance of this Agreement, except for District’s sole active negligence or willful misconduct.

8. **Direction.** Consultant controls and directs the manner in which the services described in this Agreement are performed, but must consult with District as set forth in Exhibit “A.” District has final Project approval.
9. **Professional Expertise.** Consultant represents that Consultant has the professional expertise necessary to provide the services required under this Agreement.
10. **Compliance with Laws.** Consultant must comply with all federal, state, and local requirements with respect to its employees, methods, and procedures used while performing this Agreement. Consultant must submit a completed Internal Revenue Service Department of the Treasury Form W-9 (Request for Taxpayer Identification Number and Certification) prior to commencing work under this Agreement. While District may observe Consultant’s performance of services from time to time, such observation will exclude review of Consultant’s safety measures. Consultant has the exclusive responsibility for complying with all safety-related laws.
11. **Liens.** Consultant (including Consultant’s employees, agents, independent contractors, companies, or subcontractors) must not allow any liens to attach to the work or property involved under this Agreement, as a direct or indirect result of Consultant’s (including Consultant’s employees, agents, independent contractors, companies, or subcontractors) work.
12. **Insurance Requirements.** Consultant must maintain, in effect, and at all times, at least the coverages and limits of insurance set forth in this paragraph, with insurers satisfactory to District. Consultant must provide District, immediately upon execution of this Agreement, and prior to Contractor commencing work, all certificates of insurance and proof of policy endorsement for additional insured and waiver of subrogation requirements, executed by the insurer in form satisfactory to District. Certificates of insurance must contain the following statement relative to cancellation:

“Should any of the described policies be canceled before the expiration date thereof, the issuing company will mail 30 days’ written notice to the named certificate holder.”

 - a. **Workers’ Compensation.** Workers’ Compensation insurance in accordance with statutory requirements and Employers’ Liability insurance with limits of not less than \$1,000,000.

The policy shall be endorsed to provide that the insurer waives any right of subrogation it may acquire against the District, its directors, officers, and employees by reason of any payment made on account of injury, including death resulting therefrom, sustained by any employee of the insured.

- b. **Commercial General Liability.** Commercial General Liability insurance, including Contractual Liability, required as set forth below:

Bodily Injury and Property Damage coverage in limits not less than \$1,000,000
General Aggregate

Products-Completed Operations coverage in limits not less than \$1,000,000
Aggregate

Personal & Advertising Injury in limits not less than \$1,000,000

Each Occurrence in limits not less than \$1,000,000

- c. **Business Automobile Liability.** Business Automobile Liability insurance, including Owned, Hired and Non-Owned Autos, required as set forth below:

Bodily Injury and Property Damage coverage in a combined single limit of not less than \$1,000,000.

- d. **Aircraft Liability.** Aircraft Liability insurance (if applicable)

Bodily Injury and Property Damage coverage, including passengers, in a combined single limit of not less than \$ N/A.

- e. **Professional Liability.** Professional Liability insurance in a limit not less than \$1,000,000, including Contractual Liability coverage.

The above liability policies, except the Workers' Compensation and Employers' Liability and the Professional Liability policies, must name District as an additional insured with respect to all services Consultant performs for District.

The insurance afforded to these additional insureds is primary insurance. If the additional insureds have other insurance which might be applicable to any loss the amount of this insurance shall not be reduced or prorated by the existence of such other insurance.

13. **Termination of Agreement.** Consultant may terminate this Agreement by giving District ten (10) days written notice if District substantially fails to perform the Agreement through no fault of Consultant. But, District may void Consultant's termination by curing District's performance failures within those ten (10) days. District may terminate this Agreement with or without cause by giving Consultant written notice. If District terminates the Agreement and Consultant has not breached the Agreement, Consultant must be paid for services rendered up to the date of termination in accordance with paragraph 4 of this Agreement.

14. **Assignment.** This Agreement binds all partners, successors, executors, administrators and assigns of both parties. Except as set forth in Exhibit “A,” neither party may assign its interest in this Agreement without both parties’ prior written consent.
15. **Severability.** The invalidity of a provision will not negate the validity of any other provision. Invalid provisions are severable from the Agreement.
16. **Review and Investigation by Subconsultant.** Consultant has reviewed the scope of services and made its own investigation concerning such services. Consultant has sufficient information to enter into this Agreement and to perform the services required under this Agreement. Consultant agrees that District has not made any representations or warranties concerning the scope of services and that Consultant has relied solely upon its own review and investigation before entering into this Agreement.
17. **Asbestos/Hazardous Materials.** Consultant must comply with all federal and state rules and regulations governing the identification, handling, containment, abatement, or any other contact with any asbestos or hazardous materials (“asbestos/hazardous materials laws”) if asbestos or hazardous materials affect the services performed under this Agreement. Consultant must not request District’s assistance in complying with asbestos/hazardous materials law, and must immediately notify District if Consultant knows that any District employee is in any way assisting Consultant in complying with asbestos/hazardous materials laws.
18. **Dispute Resolution.** The parties will in good faith try to resolve all disputes related to this Agreement without litigation. If a dispute cannot be resolved, either party may request mediation by doing so in writing, and specifying the facts of the dispute. The parties must mutually select the mediator. The parties must equally split mediation costs. If the dispute is not resolved through mediation, the matter may be submitted to the judicial system. All litigation must be commenced in Kern County, California.
19. **Attorneys’ Fees.** If litigation is initiated, each party must pay its own attorneys’ fees and court costs.
20. **Amendment.** This Agreement may only be modified by a written amendment signed by both parties.
21. **Other Agreements.** This Agreement, including referenced documents and exhibits, is the entire agreement between the parties. There are no other understandings or agreements except as contained and referenced in this Agreement
22. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which is deemed an original, but all of which together constitutes the same Agreement.

23. **Governing Law.** California law governs this Agreement.

IN WITNESS WHEREOF, District and Consultant execute this Agreement this _____ day of _____, 20____.

“DISTRICT”
NORTH OF RIVER SANITARY
DISTRICT NO. 1

“Consultant”

By: _____

By: _____

Title: _____

Title: _____

LIST OF EXHIBITS:

- Exhibit “A” Scope of Services / Schedule
- Exhibit “B” Compensation

