

REQUEST FOR PROPOSAL

CITY OF MT. SHASTA

June 28th, 2023

Issued by: The City of Mt. Shasta
Muriel Terrell, Finance Director

305 N. Mt. Shasta Blvd.
Mt. Shasta, CA 96067

Introduction and Background:

The City of Mt. Shasta is seeking proposals from Qualified Environmental Professionals (QEP) for cleanup implementation activities funded by a U.S. EPA Brownfield Cleanup Grant for the New Mill Southern Dump Area (Site) brownfield cleanup project. The grant was awarded to the City in May 2023, and the official Work Plan, Budget, and Award Conditions will be provided once the Grant Agreement is finalized by the EPA.

The Site, known as the Landing, is a 127-acre brownfield with a history of contamination due to its previous use as a lumber mill. The planned redevelopment includes recreational enterprises, light industrial and commercial use, housing, and office spaces. The cleanup target site is the approximately 5.5-acre southern dump area within the Landing. This area previously housed an 8,000-gallon diesel Above Ground Storage Tank (AST), a 10,000-gallon gasoline Underground Storage Tank (UST), and a burner location. Non-hazardous petroleum-impacted soil (700 cubic yards) and non-hazardous pentachlorophenol (PCP)-impacted soil (900 cubic yards) remain on-site, covered, and stockpiled. A Land Use Covenant (LUC) will be required to restrict future residential development in areas where contamination exceeds residential benchmarks. The proposed remediation aligns with the Analysis of Brownfields Cleanup Alternatives (ABCA), State Required Removal Action Workplan (RAW), and California Environmental Quality Act (CEQA) process, which have been reviewed by the community, EPA, and the California Department of Toxic Substance Control (DTSC).

The selected candidate will be responsible for cleanup implementation activities and a portion of cleanup planning activities, outlined in the “scope of work” and “work plan” portions of this RFP, for the Cleanup Grant. QEP will be responsible for Tasks 3 and 4 of the workplan. Please note that the Project Manager procured for this project will also contribute to Task 3.

Project Description:

The City of Mt. Shasta invites well-qualified environmental firms or individuals to submit proposals for the cleanup activities outlined in this RFP in accordance with the EPA's standards and requirements (Exhibit A). The proposals should include a fee schedule for cleanup activities.

Project Goals:

The New Mill Southern Dump Area brownfield cleanup project aims to remove and remediate contaminated soil resulting from previous industrial operations and improve the development potential of underutilized property. The Qualified Environmental Professional will implement the cleanup activities, ensuring compliance with federal grant requirements.

Cleanup activities include the removal of approximately 700 cubic yards of non-hazardous petroleum-impacted soil and 900 cubic yards of non-hazardous pentachlorophenol-impacted soil. Additionally, a Land Use Covenant (LUC) will be recorded to restrict future residential development in areas where contamination remains above residential benchmarks. Nine monitoring wells that are no longer in use will be destroyed. The long-term outcome for the New Mill Southern Dump Area site is to have a clean city-owned property suitable for economic and community development.

Scope of Work

The following scope of work addresses the services needed for a successful project. The City also encourages consultants to provide additional or innovative approaches to the work plan and scope of work. Each submittal will be evaluated for completeness, similar work experience, references, and familiarity with federal grant procedures. The scope of services includes, but is not limited to:

- Transport 700 cubic yards of non-hazardous petroleum-impacted soil and 900 cubic yards of non-hazardous pentachlorophenol-impacted soil from the Site to a permitted facility
- Destroy nine monitoring wells
- Obtain permitting documents required for cleanup implementation
- Create Final Removal Action Completion Report
- Develop Soil Management Plan
- Implement Restrictive Land Use Covenant
- Work with DTSC on State Closure Letter/No Further Action Letter
- Write Closure Report

All activities conducted with grant funds must comply with the EPA's Workplan and Cooperative Agreement Terms and Conditions (will be available after procurement of a QEP is complete).

Project Deliverables

See "work plan" section below for a breakdown of project deliverables for QEP Tasks.

Project Timeline

Cleanup activities for this project are anticipated to begin in late summer of 2023.

Supplemental Documents

Due to file size constraints, the Removal Action Workplan (RAW), California Environmental Quality Act (CEQA) Mitigated Negative Declaration, Interim Removal Action Completion Report, and additional information can be found by accessing the State Envirostor Database for The Landing-Old Mill Section (ID #60002107) at: https://www.envirostor.dtsc.ca.gov/public/profile_report?global_id=60002107

Submission Guidelines and Requirements:

Proposals must adhere to the following guidelines and requirements:

1. Bidders should have experience in cleanup of contaminated mill sites, including soil removal project management and oversight and community outreach specifically related to cleanup projects for contaminated properties.
2. Bidders intending to submit a proposal must notify the representative mentioned on the cover page via an electronic Letter of Intent by 5:00 pm (PDT) on July 14th, 2023.
3. All questions should be submitted via email to the representative mentioned on the cover page by 5:00 pm (PDT) on July 21st, 2023.
4. Bidders must provide at least two (2) examples of similar projects as part of their response, including references. Examples of work should also be provided.
5. A technical proposal must be submitted, including resumes of key personnel involved in the project. Additionally, the technical proposal should include a schedule that meets the grant requirements for milestones.
6. A price proposal must be provided, indicating the overall fixed price for the project, as well as a breakdown of hourly rates and an estimated total number of hours.
7. Proposals must be signed by a representative authorized to commit the bidder's company, firm, or organization.
8. If the bidder has standard terms and conditions, they should be submitted with the proposal.
9. Proposals must be submitted electronically in PDF format to mterrell@mtshastaca.gov. The deadline for submission is 5:00 pm (PDT) on August 4th, 2023. Proposals should remain valid for 90 days.

Evaluation Criteria:

Proposals will be evaluated based on the following criteria:

1. Responsiveness to the requirements outlined in the RFP (25%).

2. Relevant past performance and experience in rural brownfield project management and oversight (30%).
3. Samples of relevant work (20%).
4. Cost (25%).

The City of Mt. Shasta staff will review the proposals to identify the most qualified candidates and contact references. Interviews will be conducted with top candidates by City staff.

Term:

The agreement term will begin upon acceptance by the Contractor and continue until the end of the grant period on September 30, 2027, or on the end date of any subsequent grant extensions.

Insurance:

The contract includes standard form insurance requirements and certificates utilized by SCORE (Small Cities Organized Risk Effort), a self-insurance joint powers agency of which the City of Mt. Shasta is a member. A copy of SCORE's "Insurance Requirements for Professional Services" is attached as an exhibit.

Cost of Preparation of Response

Costs incurred by any individual, firm, or other entity in the preparation of their response to this Request for Proposal are the responsibility of the responding individual, firm, or other entity and will not be reimbursed by the SCEDC or the City of Yreka.

Contract Provisions:

The City of Mt. Shasta reserves the right to reject any or all proposals, waive any irregularities, and conduct negotiations with any firms.

For further information, please contact the Finance Director at 530-926-7517 to request review materials from the City of Mt. Shasta.

Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the Consultant's operation and use of the leased premises. The cost of such insurance shall be borne by the Consultant.

Work Plan

QEP will be responsible for activities outlined in Task 3 and Task 4.

Task 1 - Project Management and Reporting (City of Mt. Shasta and Project Manager)

This task will be completed by the City in coordination with a contracted project manager.

a. Task Description

EPA-funded activities in this task are related to developing the general overall approach to cleanup activities, regular reporting, fiscal administration, and a final report. Includes:

- General project management (city and procured project management firm) - oversight, record keeping, financial management, and collaboration.
- Staff Training/Travel - attendance at Brownfields conferences/trainings
- Contractor Procurement – procurement using 2CFR200 guidelines - of sub consultant for project management of the grant and a QEP to perform the cleanup work on this site
- Coordinating cleanup completion certification approved by both EPA and DTSC.
- Reporting (see details below)

b. Deliverables

The anticipated outputs include:

- RFP/RFQ procurement documents.
- Contractual agreements with consultants.
- Report describing the project regulatory oversight plan, applicable fees, and points of contact for the regulatory agency.
- Participation in regional and national conferences/training.
- Quarterly progress reports
- Quarterly ACRES updates
- Final Report
- Presentation Slides
- Field Reports, if applicable

The following items are required of all cleanup grants:

Regular Reporting

The grantee must comply with reporting requirements in the grant Terms and Conditions and should also consult with the EPA Project Officer on project specific reporting needs. The grantee will provide regular reports to EPA, including Quarterly Progress Reports and an annual Federal Financial Report. Annual Minority Business Enterprise/Women-Owned Business Enterprise (MBE/WBE) reports for the Disadvantaged Business Enterprise (DBE) Program are required when budgets have a cumulative total of \$250,000 or more under Equipment, Supplies, Contractual and Other-Subawards.

Quarterly Reports

This will include the following elements, which are included in the Quarterly Report template provided by the EPA Project Officer:

1. Summary of Successes/Challenges over the past quarter.
2. Assistance Needed from EPA.
3. Narrative Update by Task. Provide a narrative update by Task that follows the format of the approved work plan.
4. Progress made by organizations receiving subawards under this grant, if applicable.
5. Cumulative Expenditures to Date. Include a cumulative budget table of expenditures to date by project task and budget category.

ACRES Reporting

The grantee will be responsible for inputting site cleanup data and uploading Quarterly Progress Reports into the USEPA Assessment, Cleanup & Redevelopment Exchange System (ACRES) database. This database should be updated quarterly. To establish an ACRES account, please following the ACRES registration instructions or contact the ACRES Help Desk at ACRES_Help@epa.gov or (703) 284-8212.

Final Report

The grantee will prepare a final report covering the following elements:

1. Overall Project Goals: Provide a summary of the project's cleanup and redevelopment goals.
2. Successes: In two to three paragraphs, provide a summary description of the project accomplishments. Provide information on the former use of the site, cleanup approach and status at the end of the grant, future reuse and/or redevelopment of the site, why the site is a priority or catalyst site, and unique redevelopment features, such as green building, local business incubation, and transit-oriented development. Include site photos or schematic images of future reuse plans.
3. Lessons Learned/Best Practices: Identify lessons learned and best practices/materials transferable to other communities; opportunities for sharing information, including how the grantee, EPA, and others can share that information across multiple media types (meetings, conferences, changes to local policy, social media, etc.)
4. Partnering/Leveraging: Identify significant partnering with other organizations and/or leveraging of resources to complete the cleanup (other than the EPA grant) and redevelop the site and how they were used.
5. Work Plan Accomplishments: Provide a summary of accomplishments for each of the grant Work Plan tasks, including cleanup activities performed, and/or any tasks that were not completed and why, and any other significant deviations from the original cleanup plans. Include supporting documents, such as confirmation sampling results, copies of manifests, letters confirming cleanup completion from oversight agencies, field photographs, and contractor progress reports.
6. EPA Acknowledgement: Include information on how EPA has been acknowledged as a funding partner in the project.
7. Budget: Provide a budget table that compares total budgeted amounts and total amounts spent; identify whether any funds will be returned to EPA.

“Cleanup Complete” Regulatory Certification Letter – Provide documentation from the cleanup oversight agency certifying completion of site cleanup. If cleanup is not complete by the end of the grant, indicate when it is anticipated and provide the documentation to EPA when it is available.

Presentation Slides – Develop a set of presentation slides summarizing your project successes and lessons learned. EPA will coordinate your presentation of these slides on a webinar to foster information sharing and transferable results.

Photos – Email high-resolution photos of the site (historical, before and/or after cleanup), cleanup activities, and redevelopment.”

ACRES – Complete ACRES data entry for the project.

Project Closeout: The grantee will need to comply with annual administrative reporting and closeout requirements in the Terms and Conditions of the Cooperative Agreement. The EPA Grant website provides a portal for overall grant administration. Forms are available on the EPA Grantee Forms website, specifically:

Administrative Closeout

1. **Submit Payment Requests** – Submit payment request for all approved grant activities completed before the grant closing date. The ASAP federal payment system counts exactly 90 days from the grant closing date and then suspends itself. Activities after the grant closing date are not allowable grant costs. Email payment requests to: rtpfc-grants@epa.gov
2. **Final Financial Federal Report** (SF-425) – Let your EPA Project Officer know in advance if you anticipate having any unliquidated obligations, i.e., unspent grant funding that will be returned to EPA. This information will also be captured on the final Financial Federal Report. Email completed form to: rtpfc-grants@epa.gov and your EPA Project Officer.
3. **MBE/WBE Form** (EPA Form 5700-52A) – Email completed form to GrantsRegion9@epa.gov and your Project Officer.

Project Deliverables due to the Project Officer include:

- Quarterly progress reports
- Quarterly ACRES updates
- Final Report
- Presentation Slides
- Field Reports, if applicable

Administrative deliverables due to the Grant Specialist include:

- Interim Federal Financial Reports (FFR, SF-425) – due December 31st, annually
- Final FFR

MBE/WBE Utilization Reports (EPA Standard Form 5700-52A) – due October 30st, annually

Task 2 - Community Outreach (Project Manager)

This task will be completed by the City in coordination with a contracted project manager.

a. Task Description

The grantee must conduct community outreach. In this section, discuss your plans for involving and communicating the progress of your project with the affected community. Community outreach informs the community and other affected stakeholders of the cleanup plans and options. The community is given the opportunity to comment on proposed cleanup actions, and the grantee should consider the community input prior to finalizing cleanup plans. The grantee should also keep the community informed of progress during the cleanup process and provide means for the community to provide feedback during the cleanup.

EPA Acknowledgement. EPA requires the grantee to acknowledge EPA as a funding partner in outreach material produced under this grant (e.g., brochures, handouts, websites, etc.). If the grantee has concerns about publicly recognizing EPA as a funding partner, discuss this with your Project Officer.

EPA-funded activities in this task are dedicated to public involvement and community outreach to involve the community in the brownfield's cleanup preparation, process, and engage community partners in redevelopment. This task will cover the costs associated with outreach such as human resources, advertising, meetings spaces, presentation materials, and website maintenance, etc. The community outreach will include public meetings, one-on-one meetings with developers and stakeholders, community advisory groups, developers, city staff and elected officials. EPA recognition on materials produced by the grant and EPA Project Officer invitation to attend public meeting. The task includes:

- Public Meetings, presentation materials, and handouts.
- Routine website maintenance and project updates on the current website
- Comments received from public participants.
- Communications plan tracking public meetings, discussions, and a list of stakeholders

b. Deliverables:

Anticipated outputs include:

- Quarterly Project Updates with stakeholders and residents (16 during grant lifetime)
- Stakeholder meetings/correspondence
- Media updates electronically and print; presentation materials

Task 3 – Cleanup Planning (Qualified Environmental Professional)

a. Task Description

Site Cleanup Plan

The Site Cleanup Plan may consist of two submittals – informal and formal. If a remedy has not been selected, or was not detailed in the application, an informal description of potential remedies with a selected remedy must be submitted. This document will be used to ensure all involved parties agree on critical issues before moving forward with the formal cleanup plan. After the informal review process is complete and a cleanup strategy has been agreed to, the recipient can prepare the formal Site Cleanup Plan for submittal. In general, most oversight authorities will require an approved cleanup plan (e.g., Remedial Action Plan) in a prescribed format that describes the selected cleanup with a focus on the technical aspects of the work.

To accommodate the needs of each agency, the recipient may prepare and submit a document that incorporates the information required for each agency for the EPA submittal. If the recipient has completed and received approval of a cleanup plan prepared for their oversight authority before the EPA grant was awarded, the recipient must contact EPA to determine the documentation that will be required for the project. If the project has changed since the oversight authority cleanup plan was approved, a new submittal may be needed to address the changes. Examples of significant changes are: the final use for the site has changed (i.e., industrial to residential), the cleanup goals for the contaminant have changed or the project site boundary has changed.

Addressing Climate Change Impacts in Assessment and the Analysis of Brownfield Cleanup Alternatives

To ensure assessments reflect existing vulnerabilities and reasonably foreseeable climate change impacts in redevelopment planning for the long-term, this cooperative agreement includes a Term and Condition requiring recipients to evaluate the resilience of the proposed reuse as part of environmental conditions assessments. This can be documented as an addendum to the Analysis of Brownfield Cleanup Alternatives (ABCA).

Sampling and Analysis Plan and Health and Safety Plan

A Sampling and Analysis Plan (SAP) is required for those projects where confirmation sampling will take place. A Health and Safety Plan (HSP) is required for all projects. These documents may be included in the Cleanup Work Plan or submitted separately. These plans should meet the format and content requirements of the regulatory oversight agency. In cases where EPA funding is used to pay for data collection, EPA will need to review and approve the SAP before sampling activities commence. A draft of these plans should be sent to EPA concurrent with distribution to the regulatory agency. After the oversight agency and EPA comments are addressed and the document is revised, send the final version to EPA. A SAP template for brownfields projects is available on [EPA Region 9's website](#). An Unanticipated Discovery Plan also is required as either an appendix to the SAP or as a stand alone document.

National Historic Preservation Act

The cleanup project will require compliance with the National Historic Preservation Act (NHPA), Section 106. Include in the work plan and budget, as appropriate, steps for NHPA compliance and coordination with EPA and the State Historic Preservation Office. Depending on the site context, the project may require compliance with other federal laws, such as the Endangered Species Act.

EPA-funded activities in this task will cover grant administrator and QEP costs for creation of pre-cleanup documentation, permitting, and all preparations. This was estimated using the approved

cleanup planning documents (ABCA, RAW, Quality Assurance/Quality Control Plan (QAP), Sampling and Analysis Plan (SAP), Transportation Plan, and Mitigation Measures) cost estimates from the 2022 cleanup cost estimates on an adjacent site. The task also includes:

- RAW addendum
- Review of mitigation measures and permitting requirements from the California Department of Fish and Wildlife, California Regional Waterboard, State Historic Preservation Office, City Grading Requirements, and other agencies as applicable
- Amended VCA for DTSC oversight and services - State Closure Letter/No Further Action Letter

b. Deliverables

The deliverables include:

- Permitting documents required for cleanup implementation.
- RACR.
- Soil Management Plan.
- Restrictive Land Use Covenant.
- State Closure Letter/No Further Action Letter

If **enrolled** in Voluntary Cleanup Program:

- State Site Cleanup Work Plan
- EPA format SAP (when EPA funds are used)
- Confirmation sampling results
- State closure letter / no further action letter

If **not enrolled** in Voluntary Cleanup Program:

- EPA Site Cleanup Work Plan – At a minimum the document should include:
 - 1) site background
 - 2) geology and hydrology
 - 3) surrounding land use/sensitive receptors
 - 4) previous site activities/summary of Phase II
 - 5) nature, source and extent of contaminants
 - 6) remedial action objectives
 - 7) proposed cleanup goals
 - 8) cleanup alternatives evaluated
 - 9) EPA SAP, and
 - 10) confirmation sampling results

Additional documents may be required by the EPA Project Officer.

Task 4 – Remediation (Qualified Environmental Professional)

This task will be completed by the City in coordination with a contracted environmental remediation specialist.

a. Task Description

EPA-funded activities in this task will cover environmental contractor costs for implementing the approved RAW to ready the property for redevelopment. Testing and transporting the remaining stockpiles. Surveying to define the legal description for the use restriction and institutional controls for the southern new mill. This work will be conducted with applicable state and federal agencies. Tasks:

- Removal of approximately 1,600 cubic yards of soil and removal to a permitted facility
- Confirmation Sampling in areas where soil is removed in accordance with the final RAW.
- Implementation of institutional controls/use restriction- Soil Management Plan; Survey; Deed

b. Deliverables

- Confirmation sampling results
- State closure letter / no further action letter
- Final cleanup of the former Southern Dump Area.
- Subsequent reports on cleanup activities and suitability of development on-site; City, Grant Administrator, and QEP will track these developments and monitor so no unapproved developments or changes will occur to the site.

Additionally, the grantee must maintain records, such as Daily Field Reports, Change Orders, and documentation of Davis-Bacon Act prevailing wage compliance. These documents do not need to be submitted to EPA.

The City of Mt. Shasta reserves the right to alter the work plan in consultation with QEP after the Grant Agreement is finalized by EPA.

City of Mt. Shasta Insurance Requirements for Professional Services

Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the Consultant's operation and use of the leased premises. The cost of such insurance shall be borne by the Consultant.

Minimum Scope and limit of Insurance

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

2. **Workers' Compensation** insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limits of no less than **\$1,000,000** per accident for bodily injury or disease. (This applies to Consultants with employees).
3. **Property insurance** against all risks of loss to any tenant improvements or betterments, at full replacement cost with no coinsurance penalty provision.

If the Consultant maintains broader coverage and/or higher limits than the minimums shown above, the Entity requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Entity.

Other Insurance Provisions:

The insurance policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Status

The Entity, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Consultant's insurance (at least as broad as ISO Form CG 20 10).

Primary Coverage

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

Legal Liability Coverage

The property insurance is to be endorsed to include Legal Liability Coverage (ISO Form CP 00 40 04 02 *or equivalent*) with a limit equal to the replacement cost of the leased property.

Notice of Cancellation

Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the Entity.

Waiver of Subrogation

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

Acceptability of Insurers

Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the Entity.

Self-Insured Retentions

Self-insured retentions must be declared to and approved by the Entity. The Entity may require the Consultant to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or Entity.

Verification of Coverage

Consultant shall furnish the Entity with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to Entity before occupying the premises. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. The Entity reserves the right to require complete, certified copies of all required insurance policies, including endorsements, required by these specifications, at any time.

Special Risks or Circumstances

Entity reserves the right to modify these requirements at any time, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.