



City of San Juan  
Bautista  
Public Works Department

Request for Proposal

for

San Juan Bautista to Hollister Sanitary  
Sewer Force Main

ATTN: Julie Behzad, City Engineer  
CITY OF SAN JUAN BAUTISTA  
311 2<sup>nd</sup> Street  
P.O.Box 1420  
San Juan Bautista, CA 95045-1420

Proposals Due by: 2:00PM, January 5, 2021



## **Request for Proposals**

### **San Juan Bautista to Hollister Sanitary Sewer Force Main**

Notice is hereby given that the City Engineer of the City of San Juan Bautista at 311 Second Street, San Juan Bautista, CA 95045 will receive SEALED PROPOSAL SUBMITTALS. The City of San Juan Bautista is soliciting Proposals for providing professional services for design, preparation of bid documents and construction support for the San Juan Bautista to Hollister Sanitary Sewer Force Main, as described in the attached Request for Proposals. Submittals will be accepted up until 2:00 PM PST, January 5, 2021. Proposals received after that time and date will not be considered. The City of San Juan Bautista accepts no responsibility if delivery is made to another location other than location specified above and/or delayed deliveries by your chosen carrier.

An evaluation team will review submitted qualifications and select the best qualified firm based on the criteria and selection process outlined in the RFP.

A free electronic copy of the RFP can be obtained by going to the City of San Juan Bautista website at <https://san-juan-bautista.ca.us>

A Notice of Intent must be emailed to [Julieb@csgengr.com](mailto:Julieb@csgengr.com) no later than 2:00 PM, December 14, 2020 with subject line "RFP Sewer Force Main Notice of Intent". Please provide consultant name, address, email address and telephone number which will be used to send addendum or revision (if any).

Respectfully Requested,

Julie Behzad  
City Engineer

**DESIGN SERVICES AND CONSTRUCTION SUPPORT FOR  
San Juan Bautista to Hollister Sanitary Sewer Force Main**

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NOVEMBER 2020 – City of San Juan Bautista website at <https://san-juan-bautista.ca.us>

PROPOSAL SUBMITTAL CHECKLIST  
San Juan Bautista to Hollister Sanitary Sewer Force Main

The following documents/information must be filled out and/or included in the submittal in order to be considered for this project:

- Submit four hard copies and one electronic copy in PDF format on a USB drive of Consultant Qualifications, required attachments and supporting information. Include an electronic copy of the cost proposal in PDF format on the USB drive.
- Submit one hard copy of the cost proposal in a separate sealed
- envelope. Proposals shall be submitted in a sealed package clearly marked:

Consultant's Name and Address

Proposal for Design and Construction Support Services  
for San Juan Bautista to Hollister Sanitary Sewer Force  
Main

- A signed statement (Attachment A) indicating that the consultant has read, understands, and agrees to the requirements and terms of the proposed agreement.
- Send email to [julieb@csgengr.com](mailto:julieb@csgengr.com) no later than 2:00 PM, December 14, 2020, with subject line "Sanitary Sewer Force Main RFP Notice of Intent" and provide consultant name, address, email address and telephone number which will be used to send addendums or revisions (if any). NOI received after the above date and time will be deemed unresponsive, and render the firm unqualified for this RFP.
- Submit questions or comments regarding the RFP via email to [julieb@csgengr.com](mailto:julieb@csgengr.com). by 2:00 PM, December 18, 2020.
- The hard copies and USB drive shall be mailed or delivered by **2:00 PM, January 5, 2021** to the City of San Juan Bautista and addressed as follows:

ATTN: Julie Behzad  
City of San Juan Bautista  
City Engineer  
311 Second Street  
P.O.Box 1420  
San Juan Bautista, CA 95045-1420

## I. RFP Overview

### Introduction

The City of San Juan Bautista invites your company to submit a proposal to provide to the city professional services for design, preparation of bid documents and construction support for the San Juan Bautista to Hollister Sanitary Sewer Force Main.

**The successful consultant will be required to enter into an Agreement for Engineering Services with the City utilizing Engineering Joint Contract Documents Committee EJCDC E-500- Agreement Between Owner and Engineer for Professional Services. Also, the construction contract shall have an American Iron & Steel requirement so the final design and bid package will be required to ensure contract compliance with a requirement for the contractor to utilize only American-Made iron and steel on the project.**

The successful consultant shall be familiar with all aspects of sanitary sewer force main and pump station planning, permitting, design and construction oversight. Under the supervision and control of the City's Public Works Department, and in cooperation with other city Departments or outside agencies, the consultant will be required to do all work necessary in order to: 1) review available data, 2) complete easements / property acquisition 3) acquire all the required permits, 4) Special Engineering Studies 5) design and prepare Plans, Specifications and Estimate of sewer force main and pump station for bidding purposes and 5) oversight and construction support services during construction of the pipeline and pump station.

The City of San Juan Bautista WasteWater Treatment Plant (WWTP) is located at 1300 Third Street. The City intends to pump its sewage effluent to the Hollister WWTP located at San Juan Hollister Road, and ultimately decommission the San Juan Bautista WWTP. Existing Improvements at the San Juan Bautista WWTP will be converted to include a Lined Equalization Basin and Emergency Storage Basin. See Location maps in Attachment E.

It is the intent of this project to provide the City with a complete and fully operational pump station and force main upon completion of the project.

City staff has identified a preliminary pipeline alignment and the various potential properties to acquire the easements across them. The consultant shall also provide services to perform the appraisal and complete any easement acquisition prior to starting any construction of the new force main in any of the easements.

On November 17, 2020, City adopted and approved a Wastewater Master Plan completed by Akel Engineering Group. The Master Plan is provided as a guideline, and interested consultants are encouraged to develop a scope of work that addresses the City's needs and provides value and innovation. Appendix A of the Master Plan focuses on the PER for specific data concerning this project. Additional tasks recommended by the consulting firm to enhance the work product should also be included in the proposal and shall be clearly

identified as optional items.

The Consultant shall provide technical services and follow all pertinent State, Federal, and Local Agency rules and regulations. **The Consultant will be responsible for all materials testing by a currently certified lab.**

### **Intent and Selection Process**

The intent of this RFP is to evaluate each interested consultant firm's specific qualifications, experiences, and select the best qualified firm. In addition, all interested firms shall have sufficient, readily available resources in the form of trained personnel, support services, specialized sub-consultants and financial resources to carry out the work without delay or shortcomings. The work will be performed according to the Agreement for Professional Consulting Services (Engineering Joint Contract Documents Committee EJCDC E-500- Agreement)

The city intends to award a contract to a successful consultant firm for the services proposed by that firm. However, all contracts are subject to approval by the San Juan Bautista City Council, and the city reserves the right to not award any such contract at its discretion.

## **II. Scope of Work**

The Consultant shall provide professional design and construction support services required to complete the Project including, but not limited to:

### **Project Management/Meetings**

The consultant will be the primary responsible party for managing the project's schedule and contract budget. In addition, the consultant is expected to attend a Project kick-off meeting and as needed progress review meetings with the City and prepare action item logs for subsequent follow-up. Consultant shall prepare meeting agendas and meeting minutes.

Project kick-off meeting shall cover the scope of work, schedule, budget, and all work related to the Project. City staff and the consultant will attend the meeting and others may be invited as deemed necessary. The consultant is to furnish a detailed schedule for completion of the project including a list of requested data. The scope of work, expectations, schedule, tasks, available data, and other project issues will be reviewed and discussed at the meeting. The consultant shall prepare meeting agenda and provide the meeting minutes documenting key discussion points and decisions made at the meeting.

At each follow up progress weekly meeting, consultant shall bring copies of any City review comments, along with return of mark-ups, completed plans, specifications, estimates, updated 3 week projection schedule, and budget. The Consultant is expected to maintain frequent and timely communication with City staff throughout the duration of the project.

All project schedules shall be prepared in Gantt chart format, utilizing Microsoft Project software. Schedule updates shall be provided at all progress meetings. Consultant's own team should have provisions for quality assurance/quality control over work product prepared for the City.

## **Perform Topographic Mapping**

Consultant to collect Survey and property line data as necessary for developing the design Plans. Plans must be in AutoCAD format. Electronic data becomes property of the City of San Juan Bautista.

## **Preserving and Perpetuating Survey Monuments**

The consultant shall identify, list, tie out / perform construction staking of survey monuments, and show existing survey monuments on construction plans. Consultant shall file all pre-construction Corner Records or Records of Survey with San Benito County and submit a copy to the City. The Corner Records or Records of Survey shall show monuments within the area of construction reasonably subject to removal or disturbance and not shown on a recent record document. The consultant shall include language in the PS&E package to preserve all monumentation affected by the work being performed in accordance with Section 8771 of the Professional Land Surveyors Act in Business and professionals Code of the State of California.

## **Research/Permits/Utilities**

Design of the site facilities and any proposed mitigation measures that may be required shall be approved by the appropriate agencies before work at the site commences. Consultant shall prepare all the documentation to apply for all applicable and required permits from outside agencies such as: Department of Health Services, the Central Coast Regional Water Quality Control Board, Caltrans, San Benito County Resources Management Agency. Consultation with these agencies is required to obtain a permit to construct the new facilities. The Consultant shall submit the permit applications and ensure that the applications are accepted.

Coordination and preparation of documentation to facilitate permits and outreach with utility companies, and other stakeholders will also be the consultant's responsibility. If the proposed improvements interfere with existing utilities, consultant shall arrange for potholing by their designated contractor. Consultant shall obtain agency or utility as-built for design and required permits for construction. Consultant shall also coordinate the design and construction schedule with utility companies and the City of Hollister.

Consultant shall contact PG&E for power requirements and arranging power for the pump station. An electrical service application to PG&E shall be made as soon as possible after initiating design. Confirmation of the application shall be provided to the City.

A Storm Water Pollution Prevention Plan (SWPPP) shall be prepared for this project including submittal for a National Pollutant Discharge Elimination System (NPDES) permit from the Central Coast Regional Water Quality Control Board. The Regional Water Quality Control Board and/or State Water Resources Control Board (State Board), has certain requirements, such as meeting NPDES requirements, Construction General Permit,

entering data into SMARTS program, project completion procedures, and other related requirements. The consultant shall be responsible to meet all applicable requirements of the State Board, and insure that the construction contractor follows all applicable requirements.

It is assumed that facilities design and environmental review will be conducted concurrently so that construction can begin as soon as possible.

A Building Permit will be required by the (County) Building Department; however, San Juan Bautista originated fees will not be charged to consultant. Fees from other agencies (Hollister, San Benito County, Caltrans, etc.) will be paid by the consultant and reimbursed by the City at 0% markup. Outside agency fees shall not be included in the cost proposal portion of this response to the RFP. Consultant shall meet and coordinate permit requirements with the Building Department during the design process.

### **Environmental Services**

Consultant shall determine environmental requirements that apply to this project. The consultant will be responsible for preparing and submitting all environmental documents required to complete the project. The City of San Juan Bautista (City) will be responsible for all fees associated with environmental permitting.

The City plans on applying for a loan/grant from the US Department of Agriculture (USDA). As a condition of said loan, NEPA as well as CEQA requirements will apply.

To comply with the California Environmental Quality Act (CEQA) and National Environmental Protection Act (NEPA), an Initial Study may be required. The consultant shall recommend and execute the necessary CEQA and NEPA document or if the project meets the requirements for a Mitigated Negative Declaration or Categorical Exemption. If required, the Initial Study shall address the environmental impacts associated with the construction of the pumping station, and associated pipeline. Developed mitigation measures should be incorporated into the project to reduce potentially significant environmental impacts. A draft Mitigation, Monitoring, and Reporting Plan (MMRP) should be prepared to help ensure that each mitigation measure, adopted as a condition of project approval, will be implemented. Consultant shall provide all the services for the project to achieve CEQA and NEPA Clearance.

### **Property Services**

The consultant shall provide services to assist the City in securing easements or property acquisition as required to complete the project. Anticipated pipeline and construction easement locations are shown on Attachment E. Anticipated acquisition of property in fee for the construction of the pump station is shown on Attachment E. Property services shall include, but not be limited to:



- Preparation of legal descriptions and plats as required.
- Determination of affected properties and ownership
- Appraisal of fair market value for take or easement.
- Create offer letters
- Proposed negotiated consideration when appropriate

## **Design**

The consultant shall make a recommendation of the number of phases as well as the sequence of the phases involved in order to complete the modifications to the WWTP facilities and construction of the pump station. Consultants are encouraged to develop a scope of work that addresses the City's needs and Schedule.

The consultant shall perform the design and prepare the plans, specifications and estimate for bidding to include the following:

### **Preliminary Design:**

The Preliminary Design (30% Design) shall include:

- Determination of pipeline alignment
- Determination of easement requirements
- Determination of the pump station site layout
- Determination of pump station location
- Determination of the size and shape of pump station property to be acquired.

### **Sanitary Sewer Pipeline:**

The scope of work for the pipeline (force main) shall include preparing engineering design plans, specifications, and estimate to construct the 8" diameter pipeline, intermediate PIG launching and receiving stations, manhole locations and any relocations, modifications or adjustments to existing infrastructure facilities and utilities along the pipeline alignment. Any mitigation measures required shall be included in the design package.

### **Sewer Pump Station:**

The scope of work for the pump station shall include preparing engineering design plans, specifications, and estimate to construct the pump station. The design plans for the pump station shall include, but not be limited to:

- Pump station design, including, but not limited to, placement, layout, and access.
- Design of the pump station and other facilities must adequately mitigate regulatory concerns.
- Pump and motor design and selection. Discharge piping layout and design including valves, meters and control valves, fittings, connectors and

appurtenances.

- Electrical control system including telemetry using an autodialer function, exact requirements to be worked out with City staff.
- Completion of any necessary permitting to complete construction.
- The design should locate equipment, utilities, and electrical service to allow space for maintenance to the extent possible; adequate space for laydown staging shall be considered during the design process.
- Access: Two vehicular access points shall be provided or turn around space for required maintenance vehicles and fire trucks shall be provided. Crane access shall be provided to service the pumps, fueling access shall be provided to the generator.
- Pump and motor design and selection. Discharge piping layout and design including valves, meters and control valves, fittings, connectors and appurtenances.
- Site grading with pavement finish grading.
- Offsite improvements as required.
- Pumps shall have a capacity to provide 550 gpm with a head of 105 psi.
- Pump station shall provide space for three pumps (including one for future).
- Emergency generator facilities including automatic transfer switch and load bank. Generator shall have fuel capacity to allow 48 hours of operation under full load.
- Pump station shall include PIG launching facilities.

### **Modifications to Existing San Juan Bautista WasteWater Treatment Plant:**

The scope of work for the treatment plant modifications shall include preparing engineering design plans, specifications, and estimate and any required permits to modify the treatment plant for use with the pump station. The design plans for the modifications shall include, but not be limited to:

- Provision of a Lined Equalization Basin with a capacity of 1.6 MG
- Provision of a Emergency Storage Basin with a capacity of 4.3 MG
- Maintaining existing aerators for mixing and odor control.
- A phasing plan that allows for continued operation of the WWTP until the pump station and pipeline facilities are completed and operational.

### **Bidding Services**

Consultant will respond to all bidders' requests for information (RFIs), and support the City's coordination efforts to inform plan-holders of responses to RFIs and prepare addenda as necessary. During bidding, all proposers' communications will be directed through the City.

### **Construction Support Services**

Consultant shall provide post design services to the City during Project bidding, award, and throughout construction.

Consultant shall provide the following services, but will not be limited to:

1. Attend the pre-construction meeting.
2. The consultant shall provide construction engineering support for the project.
3. Attend periodic construction progress meetings.
4. Respond to RFIs, which includes clarifying or providing adjustments or additional detail where necessary on the plans and specifications. Response to RFIs shall be timely in order to avoid construction delays and claims. Consultant shall also maintain a log of all RFI's to be presented at weekly meetings
5. Review and respond to all submittals within the period allocated in the contract documents and as necessary to avoid construction delays and claims
6. Review proposed substitutions, if any, for conformance to plans and technical specifications.
7. Review and make recommendations on proposed changes to the contract.
8. Prepare Record Drawings based upon red-lines provided by the contractor and field reviews. The Record Drawings shall be prepared digitally, using AutoCAD. Final Record Drawings shall be submitted electronically, in PDF and CAD format.

The Consultant shall also perform services relating to field sampling and in situ testing of materials (collectively, "Materials Sampling and Testing Work") as required by the City and specified in an Agreement for Services.

### **Prepare Design Plans, Specifications, and Estimate**

Consultant shall be the Engineer of Record and responsible for design and preparation of complete plans, specifications (using the City's boilerplate front end specifications), phasing and estimate for the project. The consultant must perform an adequate field investigation to confirm existing conditions.

All work is to be in compliance with all applicable rules, regulations, code, law, and best practices for public facilities.

Plans and specifications shall provide sufficient detail to result in a good quality product while allowing competitive pricing where possible and appropriate, and provide options to the contractor where appropriate to obtain the same good level of quality for the best bid price.

Plans and specifications shall avoid specifying proprietary products or services.

### **Plan Submittal**

Cover Sheet shall include project title, vicinity map, general notes, benchmark with basis of coordinates, dig alert information and legend of symbols.

All final submittals shall include hardcopies and digital copies (PDF format) of all documents.

**30% Submittal:**

- a. Cover sheet and plan sheet with base mapping and preliminary details.
- b. Documentation of outreach with utility companies for facilities needed for the proposed construction activities (City owns the sewer and water utilities)
- c. Information regarding necessary permits and R.O.W. issues including Caltrans and SB County
- d. Project schedule update
- e. Construction cost estimate
- f. Table of Contents list for technical specifications.
- g. Pipeline alignment and definition of easements required.
- h. Determination of CEQA/ NEPA process and environmental documents required.
- i. Pipeline alignment and easements
- j. Pump Station basic layout and site requirements
- k. Pump station location
- l. Property value comparative sales data for all potentially impacted properties.
- m. Preliminary estimate of fair market value for easement and property acquisition costs.

**65% Submittal:**

All major issues shall have been resolved prior to this stage. The intent of this submittal is to provide plans and project documents in sufficient detail to allow for thorough and complete review.

- a. Plans: All subcontracted work shall be accounted for in this submittal. All project details shall have been accounted for.
- b. Technical specifications
- c. Project schedule update
- d. Construction cost estimate in the form of the bid schedule
- e. Utility conflicts shall have been resolved or a timeline for resolution of issues has been determined.
- f. Responses to the City's review comments on the 30% submittal, along with return of mark- ups.
- g. Presenting final documentation on the Right of Way acquisition and required permits.
- h. Other supporting documentation as necessary.

**100% Submittal:**

All issues, prior comments, and concerns must be addressed in this submittal including all ROW resolved – Hollister approval for 100%).

**Final Plans**

- Proposed title sheet of the project plans shall be approved by the City.

### Final Specifications and cost estimate

- Reviewed bid instructions
- Finalized special provisions including required submittals
- Finalized technical specifications
- Project schedule update
- The final engineer's construction cost estimate
- Responses to the City's review comments on the 65% submittal, along with return of mark-ups.
- Other supporting documentation as necessary

### Bid Package

The bid package shall be finalized upon incorporation of the City's final comments from the 100% submittal.

Submit copies and digital format (PDF) of each of the documents listed below:

1. One (1) set hard copy of full- sized project plans (24" x 36"), stamped and signed on each sheet by the Engineer of Record and by discipline.
2. The final engineer's construction cost estimate.
3. Electronic copy of all final drawings and final complete project specifications including Technical Specifications and Special Provisions.
4. Final project schedule update.

### **Schedule**

In order to meet the City's mandate from the Environmental Protection Agency, the following milestones are to be met:

- |   |               |
|---|---------------|
| • Design contract agreement                                 | February 2021 |
| • Complete CEQA/NEPA work                                   | June 1, 2021  |
| • Complete PS&E   | July 1, 2021  |
| • Submitted all easement/property acquisition offer letters | June 1, 2021  |
| • Confirm Estimate of Probable Construction Cost            | July 1, 2021  |

As part of the proposal Consultant shall prepare a project design schedule and propose dates for the intermediate submittals indicated elsewhere in this RFP. Allow two weeks for City review of all submittals.

### **General Personnel Requirements**

The Consultant's key personnel shall be capable, competent, and experienced in performing the types of work in this Contract with minimal instruction. Personnel skill level should match the specific job classifications, as set forth herein or in the Consultant's Cost Proposal and task complexity. The Consultant's personnel shall be knowledgeable about, and comply with, all applicable Federal, State, and Local laws and regulations.

The proposal shall identify, on the organization chart, the specific key individuals

proposed for the task and their job assignments.

The Consultant's key personnel shall typically be assigned to and remain on the specific City of San Juan Bautista projects/deliverables until completion and acceptance of the project/deliverables by Local Agency.

After the City's approval of the Consultant's personnel proposal and finalization of an Agreement for Services, the Consultant may not add or substitute personnel without the City's prior written approval.

The City may interview the Consultant's personnel for qualifications and experience. The City's decision to select the Consultant's personnel shall be binding to the Consultant and its Sub-consultants. The Consultant shall provide adequate qualified personnel to be interviewed by the City as per the anticipated schedule in this RFP.

The City shall evaluate the adequacy (quality and quantity) of the work performed by the Consultant's personnel. The City may reject any Consultant personnel determined by the City to lack the minimum qualifications. If at any time the level of performance is below expectations, the City may direct the Consultant to immediately remove Consultant personnel from the project specified and request another qualified person be assigned as needed. The substitute personnel shall meet the qualifications required by this Contract for performance of the work as

demonstrated by a resume and copies of current certifications submitted by the Consultant. Substitute personnel shall receive prior written approval from the City.

When assigned consultant personnel is on approved leave and required by the City, the Consultant Contract Manager shall provide a substitute employee until the assigned employee returns to work from the approved leave. The substitute personnel shall have the same job classification, as set forth herein or in the Consultant's Cost Proposal, not exceed the billing rate and meet or exceed the qualifications and experience level of the previously assigned personnel, at no additional cost to Local Agency. Substitute personnel shall receive prior written approval from the City to work on this Contract.

The Consultant Contract Manager shall be a Registered Professional Engineer licensed in the State of California in good standing with the California State Board for Professional Engineers, Land Surveyors, and Geologists at all time during the Contract period, to perform the tasks described in an Agreement for Services and shall have a documented minimum five (5) years of demonstrated experience acceptable to Local Agency in Consultant providing design and construction oversight services work.

In addition to other specified responsibilities, the Consultant Contract Manager shall be responsible for all matters related to the Consultant's personnel and Sub-Consultants' operations including, but not limited to, the following:

- a. Ensuring that deliverables are clearly defined, acceptance tested and that criteria are specific, measurable, attainable, realistic and time-bound; and that the deliverables satisfy the acceptance tests as criteria.
- b. Supervising, reviewing, monitoring, training, and directing the Consultant's and Sub-Consultants' personnel. Assigning qualified personnel to compete the required

- project work as specified on “an as-needed” basis in coordination with the City.
- c. Administering personnel actions for Consultant personnel and ensuring appropriate actions taken for Sub-consultant personnel.
  - d. Maintaining and submitting organized project files for record tracking and auditing.
  - e. Developing, organizing, facilitating, and attending scheduled coordination meetings, and preparation and distribution of meeting minutes.
  - f. Implementing and maintaining quality control procedures to manage conflicts, ensure product accuracy, and identify critical reviews and milestones.
  - g. Assuring that all applicable safety measures are in place.
  - h. Providing invoices in a timely manner and providing monthly and final Contract expenditures.
  - i. Reviewing invoices for accuracy and completion before billing to Local Agency.
  - j. Managing Sub-consultants.
  - l. Managing overall budget for Contract and provide report to the City.
  - m. Ensuring compliance with the provisions in this Contract and all specific project requirements.
  - n. Monitor the health and safety of personnel working in a hazardous environment in accordance with all applicable Federal, State, and Local regulations.
  - o. Knowledge, experience, and familiarity with prevailing wage issues and requirements in the State of California.

## **General Requirements**

1. The Consultant shall begin the required work within two (2) working days after receiving a fully executed Agreement for Services and the issuance of the Notice to Proceed (NTP) from the City to the Consultant Contract Manager or on the date specified in the Agreement for Services. Once the work begins, the work shall be performed diligently until all required work has been completed to the satisfaction of the City designee.
2. The work shall not be performed when conditions prevent a safe and efficient operation, and shall only be performed with written authorization by the City of San Juan Bautista.

City of San Juan Bautista shall not incur costs beyond the funding commitments in the Agreement for Services without approval in writing by the City. If the Consultant anticipates that funding for work will be insufficient to complete work, the Consultant shall promptly notify the City.

The Consultant shall have and provide adequate office equipment and supplies to complete the work required by this Contract. Such equipment and supplies shall include, but not be limited to, the following:

- a. Office Supplies.
- b. Computers with appropriate software, printers, plotters, fax machines, calculators, data collectors and their necessary attachments and accessories.
- c. Data processing systems, software packages, reference materials, or other tools, including hardware and software, used in providing transportation engineering deliverables. This includes, but not be limited to, the following:

- i. Microsoft Office Software (including, but not limited to, Word, excel, PowerPoint).
- ii. Recording test data.
- iii. Calculating test results.

The Consultant shall provide all necessary tools, instruments, equipment, materials, supplies, and safety equipment required to perform the work identified in each task and this Contract accurately, efficiently, and safely. The Consultant's personnel shall be fully trained in the use of such necessary tools, instruments, equipment, materials, supplies, and safety equipment. The Consultant shall not be reimbursed separately for tools of the trade, which may include, but not be limited to, the abovementioned equipment.

If the Consultant fails to submit materials required by the Agreement for Services, or fails to perform functions required by the agreement, which may include, but are not necessarily limited to required analytical results, plans, designs, specifications, estimates, notes, calculations, analysis, reports, graphics, drawings, visual simulations, studies, product, data, manuals, details, deliverables, and other items required by this Contract and any approved amendment, City of San Juan Bautista shall have the right to withhold payment and/or terminate this Contract in accordance with the termination provisions of this Contract. If the Contract is terminated, the Consultant shall, at City of San Juan Bautista's request, return all materials recovered or developed by the Consultant under the Contract including, but not limited to, photos, field notes, computer data files, maps, artifact collections, catalogs, analytical results, plans, designs, specifications, estimates, notes, calculations, analysis, reports, graphics, drawings, visual simulations, studies, products, data, manuals, details, deliverables, backup documents, other documents, and other items required by this Contract.

### **Materials To Be Provided By Consultant**

Unless otherwise specified in this Contract, the Consultant shall provide all materials to complete the required work in accordance with the delivery schedule and cost estimate outlined for each job the Consultant may be awarded. Local Agency shall not pay the Consultant for the Consultant's work under this Contract and the charges incurred by the Consultant that does not conform to the requirements specified in this Contract and to the applicable task, and such work shall be corrected at the Consultant's sole expense at no additional cost to Local Agency,

### **III. Additional Services**

The need for additional type services may be required during the term of the contract. The interested consultant shall submit a fee schedule for key staff and equipment which may be directly involved in the works outside of the scope of services above. This fee schedule shall be on an hourly basis.

Consultant shall not be entitled to compensation for any Extra Work unless the City authorizes, in writing, the performance of such Extra Work prior to the performance of the work. The City shall not authorize payment for work completed until all works has been completed and the deliverable has been submitted.



#### **IV. Proposal Requirements:**

Generally, the proposal should include a detailed scope of work to be performed by the consultant and their sub consultants (if any) and the cost for said services. Any change in cost or scope will require a contract amendment.

The proposal should include the following:

1. Include a cover letter on Consultant's letterhead indicating Consultant's contact name, mailing address, telephone number, facsimile number, and email address. The letter will address the Consultant's understanding of the services being requested and any other pertinent information the Consultant believes should be included. All addendums received must be acknowledged in the cover letter. The letter shall be wet-signed in blue or black ink by the individual authorized to bind the Consultant to the proposal.
2. Include a detailed scope of work to be performed by the consultant and their sub consultants (if any) and the cost for said services. Any change in cost or scope will require a contract amendment.
3. List the proposed consultant key staff for the project and an organizational chart. Please also include resumes, limited to two (2) pages maximum, for each member of the team.
4. Include a cost proposal with details showing anticipated hours for each staff member, including hourly rates. Please include a specific list of exclusions and assumptions. The firm's Principal must sign and date your firm's proposal.
5. Provide a list of three (3) projects for references that are similar in scope to the project being proposed. Please include contact information for the project references.
6. The City intends to select the proposal that best fits the City's needs, which may or may not be the least costly proposal.

#### **V. Firm Selection Procedure**

The city will form a committee who will review the proposals and assess the firm's proposed pricing, qualification, experience, and strength of the proposer in terms of financial resources and ability to perform the work. Subsequent to selection of a successful firm, the City will prepare a contract reflecting the terms and conditions of the proposal plus the City's standard liability and insurance requirements. The City reserves the right to clarify any issues or obtain additional information as necessary.

The City reserves the right to not award any contract. Proposals shall remain effective for 90 days beyond the submitted date.

#### **VI. Payment, Term & Termination**

The method of payment shall be based on actual cost-plus fixed fee in accordance with the response to the City's RFP. The unit prices shall include direct costs and overhead such as, but not limited to, project management, transportation, communications, materials, and any subcontracted items of work. The unit prices shall be valid for the entire contract term.

Progress payment requests shall be submitted to the City for review and approval.

Payments from the City shall be made in 30 days following receipt of progress payment requests.

## VII. Schedule

A draft schedule for this RFP is given below. Please keep in mind that schedules are subject to change.

| Draft RFP Schedule   | Target Date(s) |
|--|----------------|
| RFP distributed to prospective Consultants                 | Dec 8, 2020    |
| Deadline for Notice of Intent                              | Dec 14, 2020   |
| Deadline for RFP Questions and comments (2:00 PM)          | Dec 18, 2020   |
| Response to questions via email                            | Dec 29, 2020   |
| RFP submissions due to City of San Juan Bautista (2:00 PM) | Jan 5, 2021    |
| Selection Committee evaluate RFP submissions               | Jan 7, 2021    |
| Contract Award   | February 2021  |
| Issue Notice to Proceed                                    | February 2021  |

## VIII. Submission Format & Content Information

### Submission Content Requirements and Scoring System

Please respond to each of the requests for information by number. Provide number with each response and include page numbering. Any attachments/exhibits should also be labeled when provided. Also add a list of sub-consultants and their resumes.

The Evaluation Criteria Summary and their respective weights are as follows:

| Selection<br>Criteria | No. | Written Evaluation Criteria      | Weight    | Rating |
|-----------------------|-----|----------------------------------|-----------|--------|
|                       | 1   | Qualifications & Experience      | 30        |        |
|                       | 2   | Organization & Approach          | 35        |        |
|                       | 3   | Scope of Services to be Provided | 25        |        |
|                       | 4   | Conflict of Interest Statement   | Pass/Fail |        |
|                       | 5   | References                       | 10        |        |
| <b>Subtotal:</b>      |     |                                  | 100       |        |

### a. Completeness of Response (Pass/Fail)

- i. Responses to this RFP must be complete. Responses that do not include the proposal content requirements identified within this RFP and subsequent addenda and do not address each of the items listed below will be considered incomplete, be rated a Fail in the Evaluation Criteria and will receive no further consideration.

**b. Qualifications & Experience (Weighting = 30)**

- i. Relevant experience, specific qualifications, and technical expertise of the consultant and sub-consultants to perform services as required.

**c. Organization & Approach (Weighting = 35)**

- i. Describes familiarity with this type of project, and demonstrates understanding of the work to be completed for this project
- ii. Roles and Organization of Proposed Team
  1. Proposes adequate and appropriate disciplines of project team.
  2. Some or all of team members have previously worked together on similar project(s).
  3. Overall organization of the team is relevant to City of San Juan Bautista needs.
- iii. Project and Management Approach
  1. Team is managed by an individual with appropriate experience in similar projects. This person's time is appropriately committed to the project.
  - ii. Project team and management approach responds to project issues. Team structure provides adequate capability to perform both volume and quality of needed work within project schedule milestones.
- iv. Roles of Key Individuals on the Team
  1. Proposed team members, as demonstrated by enclosed resumes, have relevant experience for their role in the project.
  2. Key positions required to execute the project team's responsibilities are appropriately staffed.
- v. Working Relationship with City of San Juan Bautista/Public Sector
  1. Team and its leaders have experience working in the public sector and knowledge of public sector procurement process.
  2. Team leadership understands the nature of public sector work and its decision-making process.
  3. Proposal responds to need to assist City of San Juan Bautista during the project.

**d. Scope of Services to be Provided (Weighting = 25)**

- i. Detailed Scope of Services to be Provided
- ii. Proposed scope of services is appropriate for all phases of this project.
- iii. Scope addresses all known project needs.
- iv. Project Deliverables
- v. Deliverables are appropriate to schedule and scope set forth in above requirements.
- vi. Cost Control and Budgeting Methodology
- vii. Proposer has a system or process for managing cost and budget.
- viii. Evidence of successful budget management for a similar project,

**5. Conflict of Interest Statement (Pass/Fail)**

- l. Discloses any financial, business or other relationship with the City of San Juan Bautista that may have an impact upon the outcome of the contract or the construction project.
- j. Lists current clients who may have a financial interest in the outcome of this contract or the construction project that will follow.
- k. Disclose any financial interest or relationship with any construction company that might submit a bid on the construction project.

**6. References (Weighting = 10)**

- l. Provide as reference the name of at least three (3) agencies you currently or have previously consulted for in the past three (3) years.

Length of Submission Due to the time it takes to review submittals, the maximum length of the RFP submission shall be 10 single-sided pages, excluding cover letter, resumes, exhibits and attachments. All font size shall be no smaller than 12 point.

Response Submission — Four (4) copies and one (1) electronic copy in PDF format on a USB drive of each submission are required. All submissions must be sealed in a package showing the following information on the outside and addressed to:

Attn: Julie Behzad  
City of San Juan Bautista  
City Engineer  
231 2nd Street  
San Juan Bautista, CA 95045

RE : San Juan Bautista to Hollister Sanitary Sewer Force Main - PROJECT

The submission package must be mailed or delivered to the above address prior to the deadline for receipts of submissions. All respondents who mail or ship their submissions must allow sufficient delivery time to ensure receipt of their submissions by the time specified. Late submissions will not be accepted for consideration.

**Deadline for Receipt of Submissions - All submissions must be received by the City Engineer, City of San Juan Bautista, 311 2nd Street, P.O.Box 1420 San Juan Bautista, CA, 95045-1420 by 2 :00 PM on January 5, 2021.**

## **IX. Consultant Agreement Services**

After being selected by staff and approved by Council, the selected Consultant(s) will have to enter into a contract with the city for said services (**Engineering Joint Contract Documents Committee EJCDC E-500- Agreement**). The contract also spells out insurance and indemnification requirements which the Consultant will have to meet. By signing and submitting the form in Attachment A, the Consultant is acknowledging that they have read the agreement, and will be able to meet all the requirements of the contract without asking for changes in the contract language. The Contract document will consist of this Request for Proposal; its attachment(s) and addenda, if any; the successful selected consultant's completed response to RFP and signed cover letter, an executed Consultant Agreement for Services.

## **X. Other Terms and Conditions**

Certain other terms and conditions will apply to this RFP :

### **1. Addendum and Supplements to the RFP**

If it becomes necessary to revise any part of this RFP, an addendum or revision will be transmitted to all prospective Consultants by email.

### **2. Right to Reject**

The City reserves the right to reject any or all submittals, or any part of the submittal, to waive minor technicalities, or to solicit new submittals on the same project, or on a modified project, which may include portions of the originally proposed project as the City may deem necessary in its interest.

Submittals may be rejected for any alterations of form, additions or alternates not called for, incomplete submittals, erasures or irregularities of any kind.

### **3. False or Misleading Statements**

Any submittals containing, in the opinion of the City, false or misleading statements will be rejected.

### **4. incurring Costs**

The City of San Juan Bautista will not pay for costs incurred in submittal and/or proposal preparation, printing, or the negotiation process. All such costs shall be borne by the proposing Consultant.

### **5. News Release**

News releases pertaining to this RFP or to the award of a contract shall not be made without the prior written approval of the City.

### **6. Clarification of Submittals**

The City reserves the right to obtain clarification information of any point in any Consultant's submittal or to obtain additional related information necessary to properly evaluate the submittal. Failure of a Consultant to respond to a request for more information

may result in the submittal being rejected.

7. Disclosure of Submittal Information

All submittals become a matter of public record once a contract is awarded. If a prospective Consultant wishes to submit information that is considered confidential or proprietary, they must so indicate in the submittal which portions of the material are confidential or proprietary and why it is proprietary. The City will take reasonable efforts to protect the confidentiality of such material but makes no guarantees that such material may be protected. Entire proposals designated as confidential may be rejected. Prospective Consultants must understand that the City must abide by the California Public Records Act (Government Code 6250, et seq.).

8. City Use of RFP Ideas

The City reserves the right to use any of all prospective Consultant service and project approach ideas presented. Selection or rejection of a Consultant does not affect this right.

9. Reliance on Information

Consultants may rely only upon written information and/or instructions from the city and the city shall not be responsible for any oral information and/or instructions given with regard to this RFP.

Any City response to a request for clarification by a Consultant will be made in the form of an addendum to the RFP, which will be sent to all parties to whom the RFP has been issued not later than five (5) business days prior to the due date for receipt of the proposal and will become a part of the RFP. Consultants should await responses to inquiries prior to delivering their submittal. City response will be by email. All submitting Consultants shall provide the city with their email address.

10. Use of Sub-consultants

Various Consultants may wish to combine resources in responding to the RFP. In such instances, the City requires the designation of a prime Consultant, accountable for the entire professional services proposal including the contract agreement that may result. Consultants should discuss the work any Sub-consultants are to perform and provide similar references for previous service projects where the Consultant/Sub-consultant relationship was the same as proposed for this project.

11. Notification of Withdrawal of Proposals

Consultant may modify or withdraw their proposal prior to the date and time specified for proposal submission by an authorized representative of that organization or by formal written notice. Proposals submitted will become the property of the City of San Juan Bautista after the proposal submission deadline.

12. Safety

Safety of city workers, the Consultant's workers and the general public is of primary importance to the city. The Consultant and all sub-Consultants (if any) must adhere to all

applicable federal, state, and city sites, regulations, and policies related to the safe execution of the work to be performed. This includes the use of proper safety gear (e.g., eye protection, wearing protection, reflective safety vests, etc.), and traffic control measures as per the Manual of Uniform Traffic Control Devices (latest edition), or other regulations as applicable. The city reserves the right to halt work in the event safety rules/regulations are not being followed until corrected to the satisfaction of city.

### 13. Licenses

In addition to all other requirements set forth in the Contract, the successful Consultant(s) to whom the contract is awarded must obtain and keep in force throughout the progress of the service, a valid City of San Juan Bautista Business License issued by the City of San Juan Bautista prior to or concurrently with delivery of the executed agreement to the successful Consultant(s).

### 14. Contract Period

The term of this Agreement shall be valid for two (2) years.

### 15. RFP Questions

**Direct questions regarding this RFP, via email, no later than December 18, 2020 at 2:00 PM for the RFP to the following: Julie Behzad, [julieb@csgengr.com](mailto:julieb@csgengr.com)**

**(408) 921-6184**

ATTACHMENT A – CONTRACT REQUIREMENTS  
ACKNOWLEDGEMENT

I, \_\_\_\_\_, declare as follows:

That I am the \_\_\_\_\_ of \_\_\_\_\_  
the Consultant making the attached proposal; and that I have read the sample Agreement for  
Services (Attachment B), including the insurance & indemnification requirements contained  
therein, and hereby state that I understand and am willing to abide by, and can meet the  
requirements of the contract, including insurance and indemnification requirements, without  
modification thereto, should my firm be selected for a project or projects based on my  
qualifications and proposal, assuming a mutually agreeable scope, fee, and schedule can be  
established.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2021

By \_\_\_\_\_

Title: \_\_\_\_\_



## ATTACHMENT B

### SPECIFIC PROVISIONS

#### I. PROJECT MANAGER

CONSULTANT shall provide the services indicated on the attached Attachment D, Scope of Services ("Services"). (All exhibits referenced are incorporated herein by reference.) To accomplish to end, CONSULTANT agrees to assign \_\_\_\_\_, who will act in the capacity of Project Manager, and who will personally direct such Services.

Except as may be specified elsewhere in this Agreement, CONSULTANT shall furnish all technical and professional services including labor, material, equipment, transportation, supervision and expertise to perform all operations necessary and required to complete the Services in accordance with the terms of this Agreement.

#### II. NOTICE TO PROCEED/COMPLETION OF SERVICE

##### A. NOTICE TO PROCEED

CONSULTANT shall commence the Services upon delivery to CONSULTANT of a written "Notice to Proceed", which Notice to Proceed shall be in the form of a written communication from designated City contact person(s). Notice to Proceed may be in the form of e-mail, fax or letter authorizing commencement of the Services. For purposes of this Agreement, \_\_\_\_\_ shall be the designated City contact person(s). Notice to Proceed shall be deemed to have been delivered upon actual receipt by CONSULTANT or if otherwise delivered as provided.

##### B. COMPLETION OF SERVICES

When CITY determines that CONSULTANT has completed all of the Services in accordance with the terms of this Agreement, CITY shall give CONSULTANT written Notice of Final Acceptance, and CONSULTANT shall not incur any further costs hereunder. CONSULTANT may request this determination of completion when, in its opinion, it has completed all of the Services as required by the terms of this Agreement and, if so requested, CITY shall make this determination within two (2) weeks of such request, or if CITY determines that CONSULTANT has not completed all of such Services as required by this Agreement, CITY shall so inform CONSULTANT within this two (2) week period.

#### III. PAYMENT OF FEES AND DIRECT EXPENSES

Payments shall be made to CONSULTANT as provided in the Agreement. Direct expenses are charges and fees not included. CITY shall be obligated to pay only for those direct expenses which have been previously approved in writing by CITY. CONSULTANT shall obtain written approval from CITY prior to incurring or billing of direct expenses.

Copies of pertinent financial recoils, including invoices, will be included with the submission of billing(s) for all direct expenses.

#### IV. OTHER PROVISIONS

##### A. STANDARD OF WORKMANSHIP

CONSULTANT represents and warrants that it has the qualifications, skills and licenses necessary to perform the Services, and its duties and obligations, expressed and implied, contained herein, and CITY expressly relies upon CONSULTANT'S representations and warranties regarding its skills, qualifications and licenses. CONSULTANT shall perform such Services and duties in conformance to and consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California.

Any plans, designs, specifications, estimates, calculations, reports and other documents furnished under this Agreement shall be of a quality acceptable to CITY. The minimum criteria for acceptance shall be a product of neat appearance, well-organized, technically and arithmetically correct, checked and having the maker and checker identified. The minimum standard of appearance, organization and content of the drawings shall be that used by CITY for similar purposes.

##### B. RESPONSIBILITY OF CONSULTANT

CONSULTANT shall be responsible for the professional quality, technical accuracy, and the coordination of the Services furnished by it under this Agreement. CONSULTANT shall not be responsible for the accuracy of any project or technical information provided by the CITY. The CITY'S review, acceptance or payment for any of the Services shall not be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement, and CONSULTANT shall be and remain liable to CITY in accordance with applicable law for all damages to CITY caused by CONSULTANT'S negligent performance of any of the services furnished under this Agreement.

##### C. RIGHT OF CITY TO INSPECT RECORDS OF CONSULTANT

CITY, through its authorized employees, representatives or agents, shall have the right, at any and all reasonable times, to audit the books and records (including, but not limited to, invoices, vouchers, canceled checks, time cards, etc.) of CONSULTANT for the purpose of verifying any and all charges made by CONSULTANT in connection with this Agreement. CONSULTANT shall maintain for a minimum period of three (3) years (from the date of final payment to CONSULTANT), or for any longer period required by law, sufficient books and records in accordance with standard California accounting practices to establish the correctness of all charges submitted to CITY by CONSULTANT, all of which shall be made available to CITY at the CITY'S offices within five (5) business days after CITY'S request.

##### D. CONFIDENTIALITY OF MATERIAL

All ideas, memoranda, specifications, plans, manufacturing procedures, data (including, but not limited to, computer data and source code), drawings, descriptions, documents, discussions or

other information developed or received by or for CONSULTANT and all other written and oral information developed or received by or for CONSULTANT and all other written and oral information submitted to CONSULTANT in connection with the performance of this Agreement shall be held confidential by CONSULTANT and shall not, without the prior written consent of CITY, be used for any purposes other than the performance of the Services, nor be disclosed to an entity not connected with the performance of the such Services. Nothing furnished to CONSULTANT which is otherwise known to CONSULTANT or is or becomes generally known to the related industry (other than that which becomes generally known as the result of CONSULTANT'S disclosure thereof) shall be deemed confidential. CONSULTANT shall not use CITY'S name or insignia, or distribute publicity pertaining to the services rendered under this Agreement in any magazine, trade paper, newspaper or other medium without the express written consent of CITY.

E. NO PLEDGING OF CITY'S CREDIT

Under no circumstances shall CONSULTANT have the authority or power to pledge the credit of CITY or incur any obligation in the name of CITY.

F. OWNERSHIP OF MATERIAL

All material including, but not limited to, computer information, data and source code, sketches, tracings, drawings, plans, diagrams, quantities, estimates, specifications, proposals, tests, maps, calculations, photographs, reports and other material developed, collected, prepared (or caused to be prepared) under the Agreement shall be the property of CITY, but CONSULTANT may retain and use copies thereof.

CITY shall not be limited in any way in its use of said material at any time for any work, whether or not associated with the City project for which the Services are performed. However, CONSULTANT shall not be responsible for, and City shall indemnify CONSULTANT from, damages resulting from the use of said material for work other than PROJECT, including, but not limited to, the release of this material to third parties for work other than on PROJECT.

G. NO THIRD PARTY BENEFICIARY

This Agreement shall not be construed or deemed to be an agreement for the benefit of any third party or parties, and no third party or parties shall have any claim or right of action hereunder for any cause whatsoever.

H. NOTICES

1. Notices are to be sent as follows:

City:

Don Reynolds, City Manager  
City of San Juan Bautista  
311 Second Street  
P.O. Box 1420  
San Juan Bautista, CA 95045-1420

Consultant :

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2. FEDERAL FUNDING REQUIREMENTS.

If the box to the left of this sentence is checked, this Agreement involves federal funding.

If the box to the left of this sentence is checked, this Agreement does not involve federal funding.

1. DBE Program

CONSULTANT shall comply with the requirements of Title 49, Part 26, Code of Federal Regulations (49 CFR 26) and the City-adopted Disadvantaged Business Enterprise programs.

2. Cost Principles

Federal Acquisition Regulations in Title 48, CFR 31, shall be used to determine the allowable cost for individual items.

3. Covenant against Contingent Fees

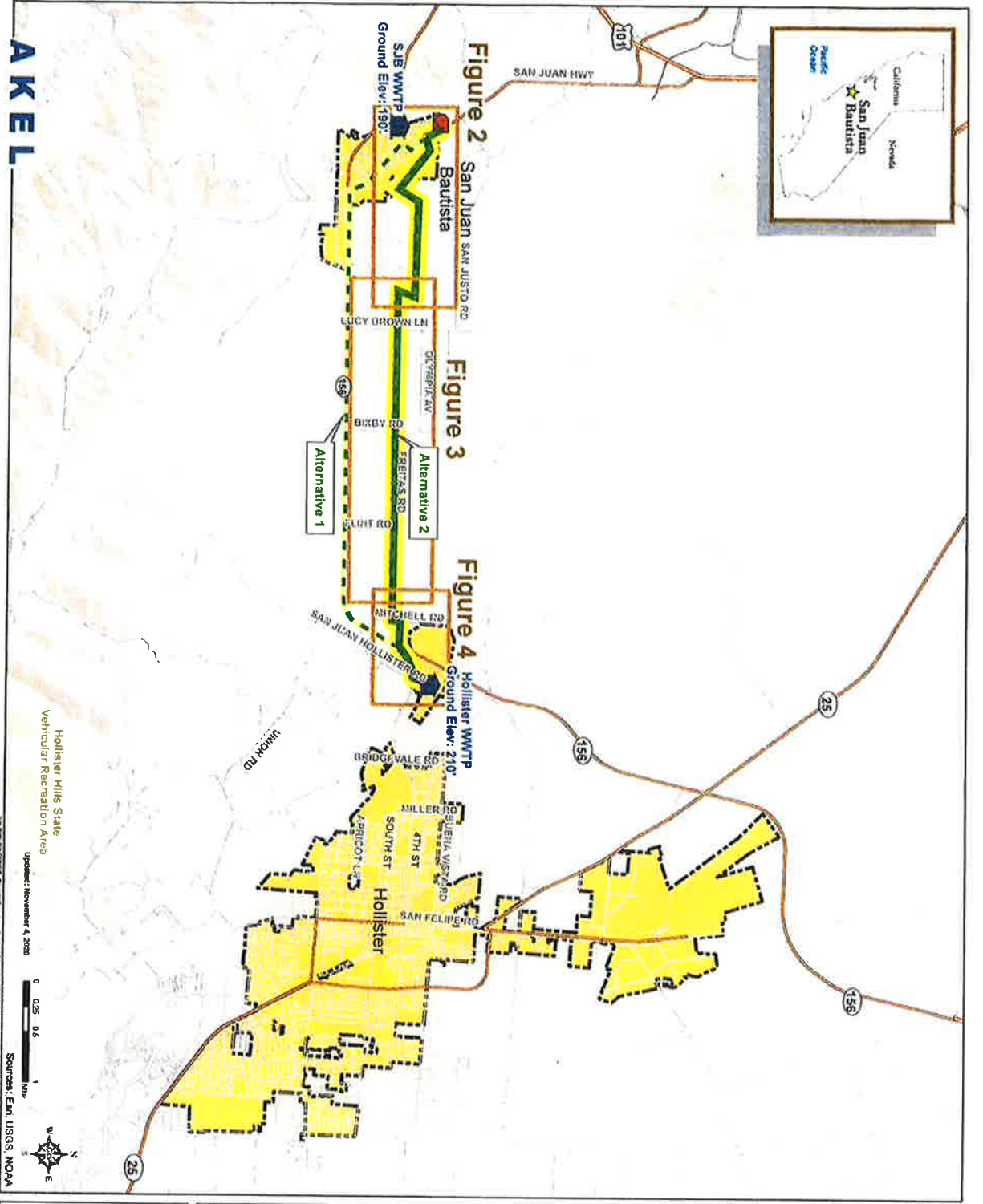
The CONSULTANT warrants that he/she has not employed or retained any company or person, other than a bona fide employee working for the CONSULTANT, to solicit or secure this Agreement, and that he/she has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift or any other consideration, contingent upon or resulting from the award or formation of this Agreement. For breach or violation of this warranty, the Local Agency shall have the right to annul this Agreement without liability or, at its discretion, to deduct from the agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

ATTACHMENT C  
SCOPE OF SERVICES

ATTACHMENT D  
MILESTONE SCHEDULE

ATTACHMENT E

LOCATION MAP



**AKEL**

Hollister Hills State Vehicular Recreation Area  
 Updated: November 4, 2020  
 Sources: Esri, USGS, NOAA

- Legend**
- Potential Lift Station
  - Selected Connection Alignment
  - Major Highways
  - City Limits
  - Urbanized Area
  - Protected Open Space
  - Rivers/Streams
  - Waterbodies

**PRELIMINARY**

**Map**  
 Wastewater Master Plan  
 City of San Juan Bautista





ATTACHMENT F  
CITY OF SAN JUAN BAUTISTA WASTEWATER MASTER PLAN-  
NOVEMBER 2020

City of San Juan Bautista website at <https://san-juan-bautista.ca.us>