

REQUEST FOR PROPOSALS



ENGINEERING DESIGN OF SANITARY SEWER PROJECTS

CITY OF OROVILLE
PUBLIC WORKS DEPARTMENT
1735 MONTGOMERY STREET
OROVILLE, CA 95965

APRIL 2016

REQUEST FOR PROPOSALS
ENGINEERING DESIGN OF
SANITARY SEWER PROJECTS

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- PROFESSIONAL SERVICES AGREEMENT

AVAILABLE SEPERATELY WITH RFP:

CORRIDOR STUDY FOR OROVILLE DAM BOULEVARD RELIEF SEWER - THIS DOCUMENT IS TOO LARGE FOR EMAIL AND IS AVAILABLE AT THE CITY OF OROVILLE’S WEBSITE AT <http://www.cityoforoville.org/index.aspx?page=257>

REQUEST FOR PROPOSALS (RFP)
ENGINEERING DESIGN OF SANITARY SEWER PROJECTS
PROPOSAL CERTIFICATION FORM

**NOTE: PLEASE ENSURE THAT ALL REQUIRED SIGNATURE BLOCKS ARE COMPLETED.
 FAILURE TO SIGN THIS FORM WILL RENDER YOUR PROPOSAL INVALID.**

Issue Date	Friday, April 29, 2016
Issuing Agent	City of Oroville
Pre-proposal Scoping Meeting	None Scheduled
Requests for Information Due By	Friday, May 13, 2016
Proposal Due Date	Friday, May 27, 2016
Proposals Directed To	Rick Walls, Interim City Engineer
Number of Proposal Copies	Three (3) hard copies and 1 CD

In compliance with this Request for Proposals and to all conditions imposed herein, the undersigned offers and agrees to furnish the services in accordance with the attached signed proposal or as mutually agreed upon by subsequent negotiation. By signature hereto, the proponent certifies that all representations and certifications contained in its proposal are complete and accurate as required.

Name of Firm	
Address of Firm	
Contact Name	
Signature	
Title	
Date	
Phone Number	
Alternate Phone Number	(optional)
FAX Number	
Federal Employee ID Number	(if applicable)

1.0 Overview

The City of Oroville (City) is advertising for proposals (Request for Proposals – “RFP”) from qualified and experienced engineering consultants to secure engineering design services for the preparation of plans, specifications, and cost estimates (PS&E) and related construction documents for seven sanitary sewer main construction projects. These projects are described in more detail in Section 6.0.

The City’s main trunk lines were analyzed for hydraulic capacity in support of a Sanitary Sewer Master Plan (SSMP) update which was prepared by Carollo Engineers and finalized in January 2013. The City’s collection system was modeled as 16 separate basins and analyzed using a 10-year, 24-hour design storm for the wet weather flow analysis. The capacity analysis was performed to determine the system capacity deficiencies for the following conditions:

- Existing Condition
 - Peak Dry Weather Flow (PDWF)
 - Peak Wet Weather Flow (PWWF)
- Build-Out Condition
 - PDWF
 - PWWF

The SSMP recommended improvements that were separated into 33 projects delineated into three categories: Element 1 projects are for those system components identified with current capacity deficiencies; Element 2 projects are for those existing system components identified with future growth driven capacity deficiencies, and Element 3 projects are for new sewer main to support future growth beyond the boundaries of the existing collection system. Six Element 1 and one Element 2 sanitary sewer construction projects are the subject of the RFP

All responses to this RFP are due to the City **by 5:00 p.m. on Friday, May 27, 2016** (Submission Deadline). Consultants that become aware of and are interested in responding to this RFP are directed to Contact the City to be placed on a list of RFP recipients. The list will contain the principal contact person and email address for each Consultant interested in responding to this RFP. This will ensure that City prepared responses to Requests for Information (RFI’s) will be received by all those preparing RFP responses.

2.0 Proposal Requirements

Proposals must be submitted using the following methods:

Three (3) printed copies and 1 CD of the proposal must be received prior to the Submission Deadline. Proposals shall be submitted to the following address:

City of Oroville
Department of Public Works – Engineering Division
Attn: Rick Walls, P.E., Interim City Engineer
1735 Montgomery Street
Oroville, CA 95965

Subject: RFP – Engineering Design of Sanitary Sewer Projects

Proposals may be submitted via personal delivery, overnight courier (e.g., FedEx or UPS) or U.S. Mail. Proposals must be received by or before 5:00 p.m. on Friday, May 27, 2016, the Submission Deadline. Proposals that are deposited with an overnight courier or post marked prior to the Submission Deadline but received after the Submission Deadline will not be considered by the City. Accordingly, although delivery via overnight courier and U.S. Mail is permitted, it is strongly suggested that proposers consider personal delivery to better ensure that proposals are timely received, particularly as the Submission Deadline draws near.

Submitted proposals shall be maintained as confidential records of the City up to the Submission Deadline. Proposers may withdraw, modify and/or resubmit a proposal prior to the Submission Deadline but not after. Proposers shall be bound to the terms of their proposal following the Submission Deadline, however, the City, in its sole and absolute discretion, reserves the right to accept post deadline modifications if it is determined that such modifications are in the best interests of the City. The City also reserves the right to waive minor non-substantive informalities or allow the proposer to correct them.

2.1 Proposers shall be solely and exclusively responsible for all costs incurred in connection with the preparation and submission of the proposals; demonstrations; interviews; preparation of responses to questions and requests for additional information; for contract discussions; or for anything in any way related to this RFP. The City is not liable for any costs incurred by a proposer in response to this RFP. Whether or not a proposer is awarded a contract pursuant to this RFP, no proposer shall be entitled to reimbursement for any costs or expenses associated with the proposer's participation in this RFP process.

- 2.2** Late proposals will not be considered.
- 2.3** The City reserves the right to reject any and all proposals received as a result of this RFP. The City's potential award of a contract will not be based on any single factor nor will it be based solely or exclusively on the lowest cost proposal. If a contract is awarded, it will be awarded to the proposer who in the judgment of the City has presented an optimal balance of relevant experience, technical expertise, price, quality of service, work history and other factors which the City may consider relevant and important in determining which proposal is best for the City.
- 2.4** The City reserves the right to cancel or modify this RFP. There is no guarantee that the City will award contract.
- 2.5** The City reserves the right to investigate the qualifications of any proposer under consideration including proposed subcontractors and parties otherwise related to the proposer and require confirmation of information furnished by a proposer, or require additional evidence of experience and qualifications to provide the services or otherwise discharge the obligations required by this RFP.
- 2.6** Following the Submission Deadline, the City, pursuant to the California Public Records Act (Govt. Code Section 6250 et seq.) reserves the right to make copies of all submitted proposals available for inspection and copying by any interested member of the public, except to the limited extent the City determines that any information contained in a proposal is legally privileged under the California Public Records Act. By submission of a proposal, proposers acknowledge and agree that their proposal and any information contained therein may be disclosed by the City to interested members of the public, including other proposers.
- 2.7** The City reserves the right to approve or disapprove of particular subcontractors, joint venture partners, or other proposed team members.
- 2.8** The City reserves the right to evaluate responses in terms of the best interests of the City, applying criteria provided in this RFP and any other criteria the City, in its sole discretion, deems pertinent.
- 2.9** By the submission of a proposal, each proposer accepts and agrees to execute a written Professional Services Agreement (PSA) in the form attached to this RFP. By submission of a proposal, each proposer agrees to execute a PSA with the City in the form attached hereto, inclusive of all stated terms and conditions

relating to indemnification, required insurance and standard of care requirements. If a proposer is unable to agree to any of the terms or conditions of the PSA in the form attached hereto, the proposer must identify the provision(s) in question and provide an explanation as to why the proposer cannot comply with such provisions. If a proposer's objection to a certain provision of the PSA is merely a question of added cost, the proposer shall indicate in the proposal the difference in cost associated with complying with the provision(s) versus the cost associated with the City's waiver or modification of the provision(s). The City shall be under no obligation to make modifications to the PSA after a contract has been awarded and proposers shall be deemed to have incorporated all costs associated with compliance with the PSA into their proposal. A proposer's inability to comply with one or more provisions of the PSA shall be a factor that will be considered by the City in determining which proposal will serve the best interest of the City when all other factors are taken into account.

2.10 All proposals must remain valid for a minimum period of sixty (60) calendar days after the Submission Deadline. Responses may not be modified or withdrawn by the proposer during this period of time except in accordance with this RFP and with written permission granted by the City.

2.11 Proposers may withdraw their proposal prior to the Submission Deadline.

3.0 Contract Administration

The Public Works Director, or alternate designated representative, will be the contract administrator on behalf of the City.

4.0 Requests for Information and Addenda

4.1 All questions or requests for clarification shall be submitted via email to Rick Walls at wallsr@cityoforoville.org by or before 5:00 p.m. on Friday, May 13, 2016. The City will prepare written responses to all RFI's received by this deadline which will be emailed to all Consultants on the RFP email list. The City will attempt to have all RFI's responded to by or before Friday, May 20, 2016.

4.2 If it becomes necessary to revise any part of this RFP, an addendum will be prepared posted to be emailed to all Consultants on the RFP email list.

5.0 Proposer's Responsibilities

- 5.1** It is presumed that each proposer has read and is thoroughly familiar with the scope of services to be performed under this RFP.
- 5.2** The proposer agrees that, if a contract is awarded to a proposer, the proposer shall make no claim against the City because of any estimate or statement made by any employees, agents, or consultants of the City which may prove to be erroneous in any respect.

6.0 Scope of Services

Element 1 Projects requiring design are numbered as Projects 1A – 1F and Project 2I. Each project is discussed briefly below. Project maps for each project are attached to this RFP.

Project 1A consists of constructing approximately 10,074 feet of new sewer main in Oro Dam Boulevard from south of Stanford Avenue (MH JJ1) to 5th Avenue (MH 12). A Caltrans encroachment permit will be needed for the portion of construction within Highway 162. The facilities included in Project 1A consists of the removal of 34 feet of 8-inch gravity pipe, construction of 3,074 feet of 15-inch gravity pipeline, 4,053 feet of 18 inch gravity pipeline, and 2,947 feet of 21 inch gravity pipeline.

Project 1B consists of replacing 1,315 feet of 6 inch to 10 inch sewers within an off road easement (MH JJ24), Stanford Avenue, and Oroville Dam Boulevard (to MH JJ1). The facilities included in Project 1B consists of 831 feet of 12 inch gravity pipeline and 483 feet of 15 inch gravity pipe.

Project 1C consists of replacing 192 feet of 6 inch sewer fronting and through Grace Baptist Church property along Oroville Dam Boulevard. The facilities included in Project 1C consists of 192 feet of 10 inch gravity pipe.

Project 1D consists of replacing parallel 10-inch sewers with a single 18-inch sewer along Montgomery Street. The facilities included in Project 1D consists of the abandonment of 365 feet of 10 inch gravity pipeline, the abandonment of 176 feet of 15 inch gravity pipeline and the installation of 1,076 feet of gravity pipeline.

Project 1E consists of replacing 238 feet of 6 inch sewers with a 10 inch pipeline along Table Mountain Boulevard. The facilities included in Project 1E consists of 238 feet of inch gravity pipeline.

Project 1F consists of replacing 2,632 feet of 8 inch to 10 inch sewers with 15 inch pipeline along Table Mountain Boulevard (MH TT9 to MH TT1). This project also includes the replacement of 285 feet of 8 inch sewer with 12 inch sewer (MH SS1 to MH NN15).

Project 2I consists of the replacement of approximately 1,038 feet of 6 inch sewer main along Montgomery Street with 10" sewer main (MH A3LHN to MH 21).

The City is seeking a qualified proposer to provide technical consulting services related to the design of sanitary sewers. The proposer should have significant experience in preparing plans, specifications, cost estimates and permits for municipal sanitary sewer projects. The objective of the Project is to complete the design and secure approval of all plans, specifications, estimates, and permits from all applicable agencies in order to immediately thereafter advertise, bid, and award a construction contract.

The following tasks are identified for the scope of services:

Task 1 – Project Management and Meetings

Consultant shall budget the necessary project management time to manage all aspects of the project including preparation of monthly invoices. Invoices shall be billed by the task number and shall show the total task budget, amount billed each month and task budget balance. Consultant shall budget one (1) kick off meeting and two (2) post kick-off project meetings to be held at Oroville City Hall.

Task 2 – Utility Identification/Research and Coordination

Identify all utility facilities within the Projects boundaries that may interfere with Project construction, with an emphasis on Project 1A (Oro Dam Boulevard). The Consultant shall also be required to investigate the presence of existing utilities by contacting utility owners and investigating available documentation and surface indicators. The Consultant shall identify all potential utility conflicts to the City in a technical memorandum and shall provide recommendations on the necessity of additional utility investigation to include, but not limited to, pot-holing, again with an emphasis on Oro Dam Boulevard. The Consultant shall schedule a meeting between Caltrans, City and Consultant to discuss Project 1A and Caltrans concerns and requirements, and any available Caltrans subsurface earth material data beneath Oro Dam Boulevard within the Project boundaries. Separate from this RFP, the City is releasing a Carollo Technical Memorandum entitled "Corridor Study for Oroville Dam Boulevard Relief Sewer". This document contains the results of previously completed utility research for Project 1A.

Task 3 – Utility Potholing

Based on the results of Task 2, Consultant shall choose locations and depths for utility pot holes. For budgeting purposes, the Consultant shall assume that 20 potholes locations to an average depth of five (5) feet shall be required. The budget shall include potholing using vacuum excavation equipment, slurry backfill and asphalt replacement to City and Caltrans specifications. The budget shall also include securing encroachment permits from the City and Caltrans. There will be no fee for the City permit. The deliverable for this task shall be maps depicting identified utilities and technical memo that discusses what impacts identified utilities may have on the project alignments.

Task 4 – Geotechnical Subsurface Investigation

Performance of this task will require Consultant to obtain encroachment permits from Caltrans for geotechnical borings within Oro Dam Boulevard, and possibly other project locations around the City. The cost of Caltrans encroachment permits shall be included in budget. Consultants shall prepare a geotechnical subsurface investigation budget assuming that 10 soil boring locations are required. The goal of the geotechnical investigation is to identify the nature and stability (or lack thereof) of subsurface sediments and the presence of shallow groundwater that may affect construction costs. Similar to the utility potholing, the geotechnical budget shall include drilling equipment, slurry backfill and asphalt replacement to City and Caltrans specifications. The budget shall also include securing encroachment permits from the City and Caltrans. There will be no fee for the City permit.

Information obtained from the geotechnical investigation work completed on Oro Dam Boulevard for Project 1A will need to be evaluated to determine how underlying earth materials will impact project excavation. The earth materials beneath the SR 162 portion of Oro Dam Boulevard is known to consist of rocks and cobbles that will impact the width of trenches excavated due to caving. Consultant is required to develop shoring methods that will limit caving and prevent the creation of abnormally wide trench cuts. The deliverable for this task shall be a technical memo containing soil boring logs and a discussion on how earth materials will impact trenching operations.

Task 5 – Project Surveying

The Consultant shall perform topographical land survey of the surface conditions along each project alignment and its immediate surroundings, identifying road, manhole and

invert elevations, structures, utilities, and any features that will affect replacement of the segment that require surveying. There is no deliverable for this task.

Task 6 – Project Plans

The Consultant shall prepare, design and deliver plans for the construction of Element 1 Projects 1A through 1F for 60%, 90% and final project design. Plan sheet content shall be as follows, as a minimum:

- Cover sheet with drawing index and from:to station numbers.
- Index sheet showing the locations of all project and referencing to an alignment plan and profile sheet for each project.
- Alignment Plan and Profile (P&P) Sheets for the individual projects with horizontal scale 1" = 50' and vertical scale = 1" = 5'. Plan shall depict station numbering at 100' intervals and profiles shall show a ground elevation line for all alignments.
- P&P sheets shall depict an accurate placement and depth of all utilities identified from the utility identification research. Station numbers shall be shown on the alignment profiles for all identified utilities.
- Plan sheets shall show the location of all existing live connections to the existing sewer main.
- Profile sheets shall show the slope and length of pipe to be constructed along with invert elevations for all new pipes, and manhole elevations for new manholes along Oro Dam Boulevard.
- Construction call out notes with construction quantities shall be utilized on all plan sheets.
- Construction detail sheets for pipe connections to existing manholes and other construction work requiring such detail. The construction detail sheets will also need to show trench shoring arrangements, with an emphasis on Oro Dam Boulevard.

Task 7 – Project Technical Specifications

Prepare technical specifications, for bid purposes, in conformance with the current Standard Specifications for Public Works Construction (Green book) and other applicable agency standard plans, specifications, and guidance documents for the necessary

construction work. Specifications need to address methods and materials for the physical work and also need to address the selected methods and equipment for shoring equipment to be used, with an emphasis on Oro Dam Boulevard.

Task 8 – Construction Estimate

Prepare an engineer's construction estimate for each of the Element 1 Projects. Cost estimates shall have quantities and unit prices for each logical work element.

7.0 Cost Proposal and Hourly Rates

The proposal shall indicate the compensation structure for performing specific services identified in Tasks 1 through 8 (e.g., flat lump sum or hourly rate structure). The proposal shall also include any and all rates charges for incurred costs and expenses which the proposer intends to pass along to the City (e.g., photo copying, postage, travel and any pass through costs and expenses). To the extent that a proposal contemplates the use of subconsultants to perform any one or more of the above described tasks on the proposer's behalf, the proposal shall identify any subconsultant costs and expenses that will be passed through to the City and the compensation structure for such costs and expenses. In so far as the proposer's proposal contemplates an increase in compensation rates or charges prior to the completion of Tasks 1 through 8, and during the term of the portion of the PSA or any extension term, the proposal shall clearly indicate when such increases will take effect and by how much.

The cost proposal shall present costs for each task to include all staff and administrative position and hourly rates, total estimated hours and subtotals for each task, and sub tasks, if any.

8.0 Proposal Format and Content

Proposal Certification Form

Proposer's Background – Background on the Consultant and sub-consultants and area(s) of professional expertise relevant to this RFP.

Qualifications and Experience of Proposer's Personnel – Summary of the relevant experience, work history, training, education and special certifications of the proposer's personnel who will be performing the professional services contemplated under this RFP on the proposer's behalf. Proposers shall provide identical information for all subconsultants' performing any of the tasks or services contemplated under this RFP on

the proposer's behalf. The summary shall also include the office location of key personnel proposed to work on this contract.

Project Approach – Summary of the proposed approach to designing the replacement and new sanitary sewers. The proposer shall explain the way in which the proposer will completely and timely complete all of the tasks called for under the RFP along with an estimate of the time (project schedule) it will take to complete each task.

Proposed Personnel – Resumes for the project manager and each of the other key personnel, including sub-consultants, which will be performing the majority of the work on this project/contract.

References – Each proposal must include at least 3 public agency references going back at not more than five (5) years from the issuance of this RFP in which the proposer was engaged to perform tasks similar to those requested under this RFP. References should place an emphasis on past projects in which the personnel to be used by proposer for this project were deployed. The references should include the name, title and contact information of the public agency officer or employee responsible for overseeing the proposer's work.

Schedule – Schedule detailing when the specific Task will be completed. Proposers should factor in additional time that may be required due to reasonably foreseeable types of delays. The proposal shall also identify all critical task sequencing and critical paths required to ensure that the work is timely and completely completed. The schedule shall also factor in reasonable review and feedback periods for draft deliverables by City staff as well as any and all legally mandated review period and comment period, including those that may be required by third party regulatory agencies. Consultant shall expect a 2-week turnaround time for the City's review of deliverables.

Cost Proposal –Detailed cost estimate for specific Tasks identified in the RFP and a schedule of rates for each proposed personnel that may be tasked to complete the Project. The Task-specific cost estimate shall include an estimate of the number of hours per staff member by proposed task and clearly identify an hourly rate schedule for the proposed staff. Proposer rates for clerical, reproduction, and any proposed reimbursable shall also be included for each specific Task.

9.0 Evaluation Criteria

Each proposal shall be evaluated on the basis of the proposer's expertise, experience and training and the expertise of its key personnel along with prior contracting history,

approach to the project, cost, proposed schedule and compliance with the RFP requirements including the terms of the attached PSA. Each such factor shall be weighted by the City as follows:

Expertise, Experience & Training Plus Prior Contracting History (35%) – The expertise, experience and training of the proposer and its key personnel and previous experience with similar work in similar fields and qualifications and depth of the staff that will perform the work on this project. This factor includes evaluation of the proposer’s prior contracting history and references for other municipalities.

Project Approach (30%) – The proposer’s responsiveness in developing a comprehensive plan while meeting regulatory requirements and the City’s specific needs.

Cost (20%) – The proposed compensation structure (inclusive of hourly rates of compensation, pass through costs and subconsultant costs) for the performance of Tasks 1 through 6, inclusive of its proposed not-to-exceed sum. The proposers proposed strategy for containing costs incurred by City while still meeting the objectives and standards set forth under the RFP.

Schedule (10%) – Proposal for completing the project in a timely manner, inclusive of the proposer’s ability to identify critical paths for the timely and competent completion of all work contemplated under the RFP.

Compliance with RFP (5%) – The ability of the proposer to comply with all instructions set forth under this RFP as well as the proposer’s ability to agree to all of the terms and conditions of the attached PSA without modification, particularly as relates to indemnification, insurance requirements and standards of care.

10.0 Selection Process

City staff will review and rank the proposals and may or may not choose to interview several of the top ranked proposers. It is anticipated that the proposer will be selected in June 2016 with a contract award anticipated in July 2016.

Table 7.2 Project List and Cost Summary Sewage Disposal Master Plan City of Oroville		
Project Number	Project Name	Cost⁽¹⁾
1A ⁽²⁾	Oroville Dam Boulevard Relief Sewer	\$ 4,584,000
1B	Stanford Avenue Sewer	\$ 318,000
1C	Grace Baptist Church	\$ 42,000
1D	Montgomery Street Sewer	\$ 553,000
1E	Table Mountain Boulevard Sewer I	\$ 53,000
1F	Table Mountain Boulevard Sewer II	\$ 733,000
1I ⁽³⁾	TWSD East Interceptor	\$ 2,205,000
2C	Grand Avenue Sewer	\$ 178,000
2D	Downtown Sewer	\$ 1,689,000
2E	Table Mountain Boulevard Sewer III	\$ 154,000
2G	5th Avenue Sewer	\$ 1,232,000
2H	Airport Pump Station Upgrade	\$ 238,000
2I	Feather River Blvd Sewer	\$ 214,000
3A	New Georgia Pacific Pump Station	\$ 2,564,000
3B ⁽⁴⁾	Oroville Industrial Park Sewer	\$ 745,000
3C	Messina Pump Station and Pipeline Expansion	\$ 3,502,000
3D	Rio d'Oro Pump Station and Pacific Heights Road Improvements	\$ 6,257,000
3E	Olive Highway Expansion I	\$ 2,551,000
3F	Ward Pump Station and Pipeline Expansion	\$ 661,000
3G	Olive Highway Expansion II	\$ 563,000
3H	Skyline Pump Station and Pipeline Expansion	\$ 264,000
3I	Canyon Pump Station and Pipeline Expansion	\$ 312,000
3J	Olive Highway Expansion III	\$ 224,000
3K	Heritage Oaks Pump Station and Pipeline Expansion	\$ 951,000
3L	Oroville Quincy Highway Expansion	\$ 994,000
3M	Dry Creek Pump Station and Pipeline Expansion	\$ 799,000
3N	Zepher Way Expansion	\$ 875,000
3O	Orange Avenue Sewer	\$ 1,037,000
3P	Lakeland Pump Station and Pipeline Expansion	\$ 1,342,000
3Q	Larkin Road Bypass Sewer	\$ 307,000
3R	West Oroville Dam Boulevard Expansion	\$ 690,000
3S	Ruddy Creek Pump Station Upgrade	\$ 2,718,000
3T	Martin Ranch Pump Station And Force Main	\$ 858,000
Total⁽⁵⁾		\$ 40,407,000
1A-Alt	Mitchell Avenue Sewer	\$ 1,989,000
2A-Alt	Mitchell Avenue Sewer II	\$ 3,108,000
3B-Alt	East Georgia Pacific PS and Pipeline	\$ 2,564,000
Alternate Total		\$ 42,739,000
Notes:		
1. Based on a 20-Cities ENR of 8,641 (December 2009).		
2. Project 1A-Alt together with Project 2A-Alt may be selected in lieu of Project 1A.		
3. Previously identified as Project 2B. Moved to Element 1 due to identified urgency by TWSD. Cost shown for Project 1I reflects City's 75% share based on agreement with TWSD. Total project cost = \$2.94M.		
4. Project 3B-Alt may be selected in lieu of Project 3B.		
5. Projects 1G (Riverview PS Upgrade), 1H (Ruddy Creek PS Upgrade I), and 2F (Olive Glen PS Upgrade) have been removed from the CIP due to sufficient capacity upon review.		

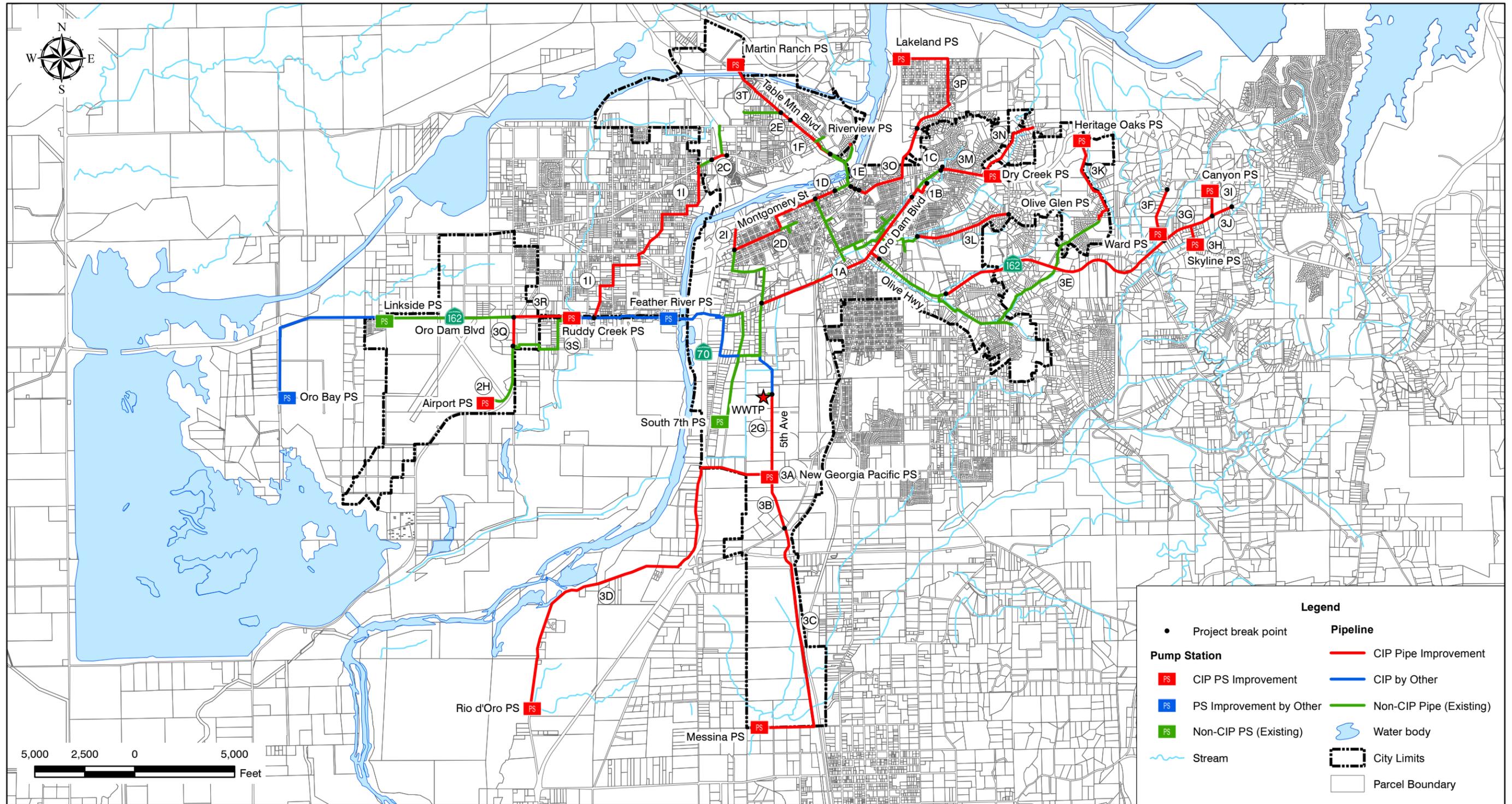


Figure 7.1
CIP PROJECTS
SANITARY SEWER MASTER PLAN
CITY OF OROVILLE



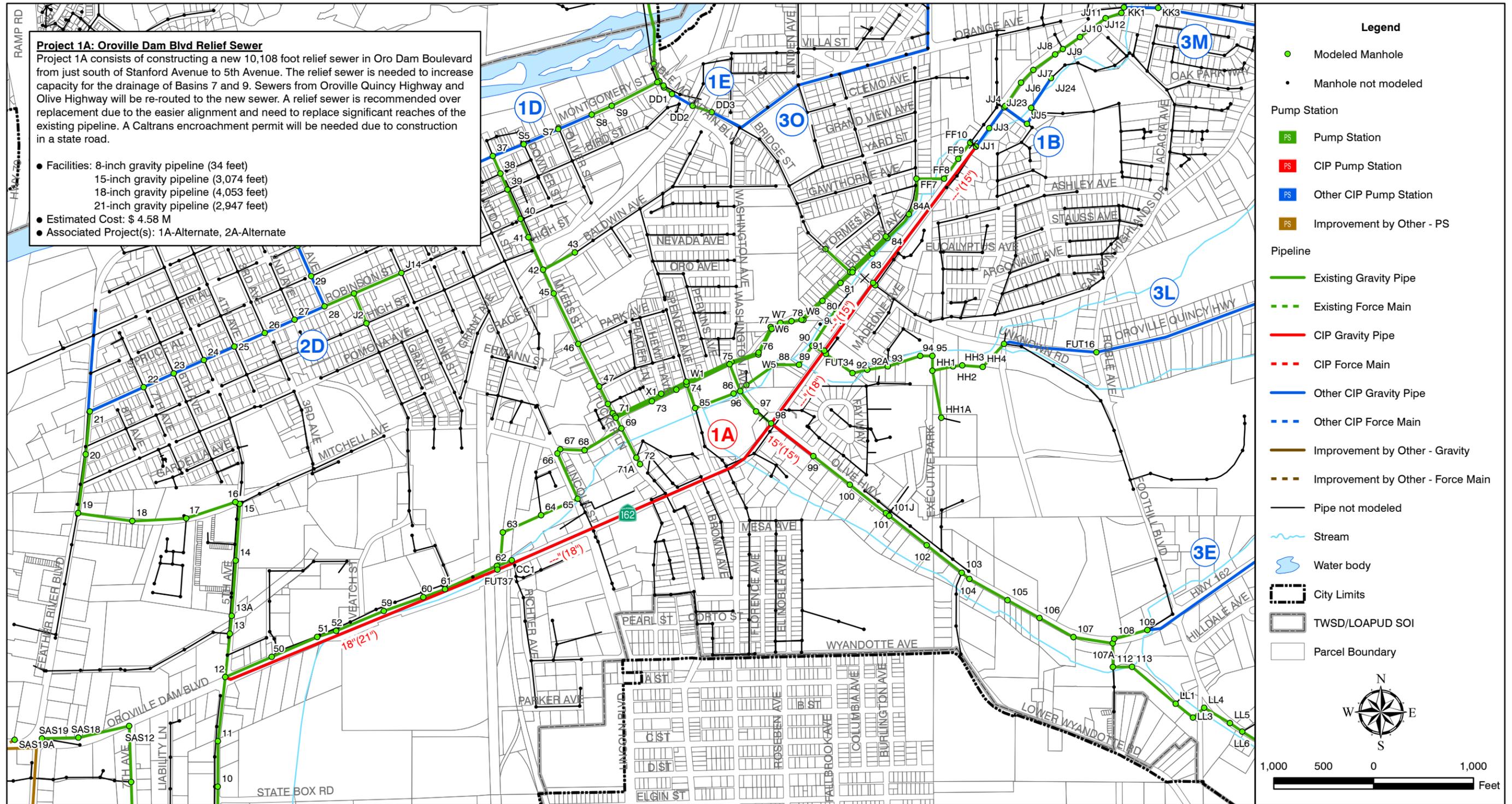


Figure 7.2
PROJECT 1A
SANITARY SEWER MASTER PLAN
CITY OF OROVILLE



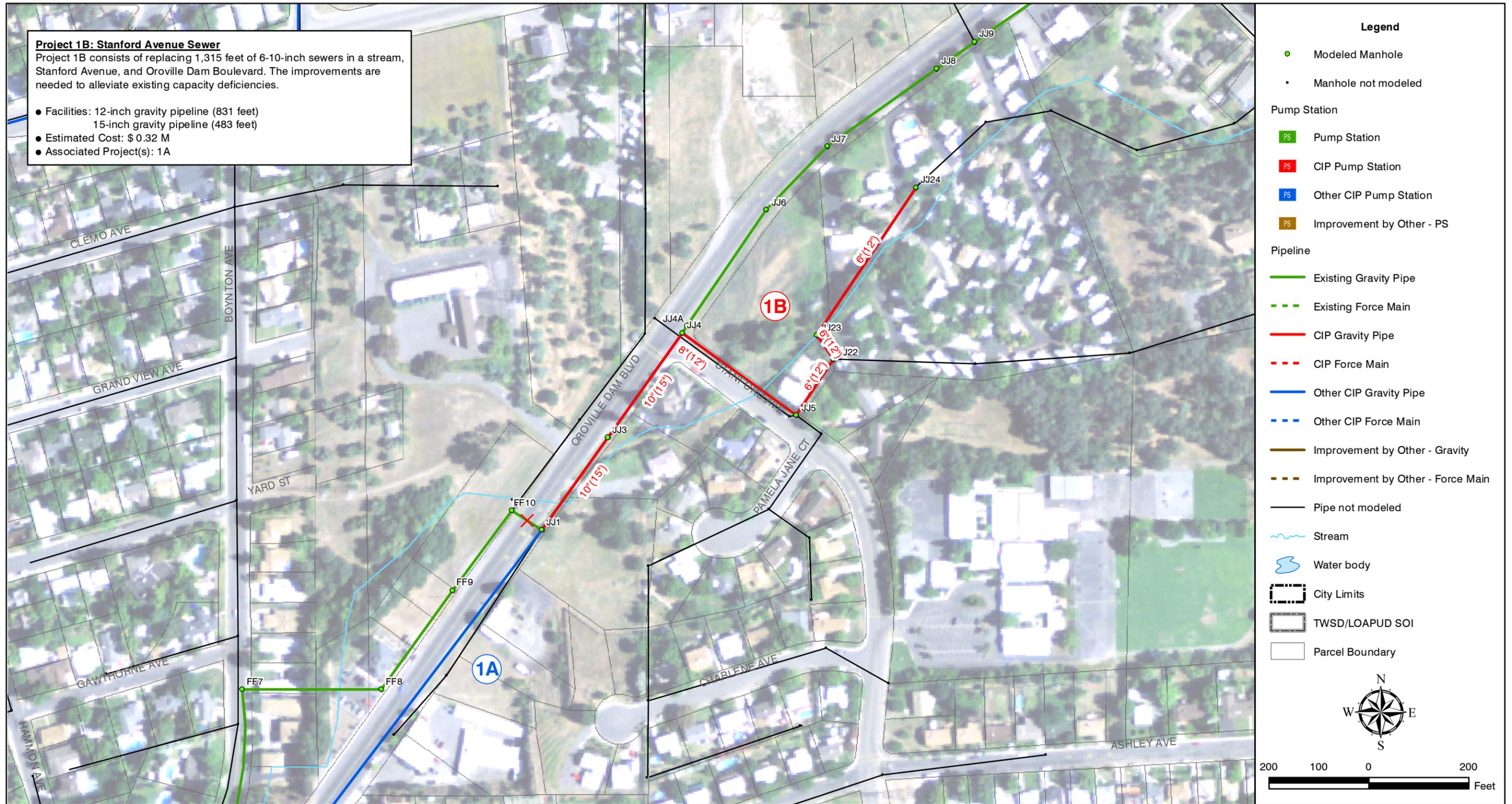


Figure 7.3
PROJECT 1B
SANITARY SEWER MASTER PLAN
CITY OF OROVILLE



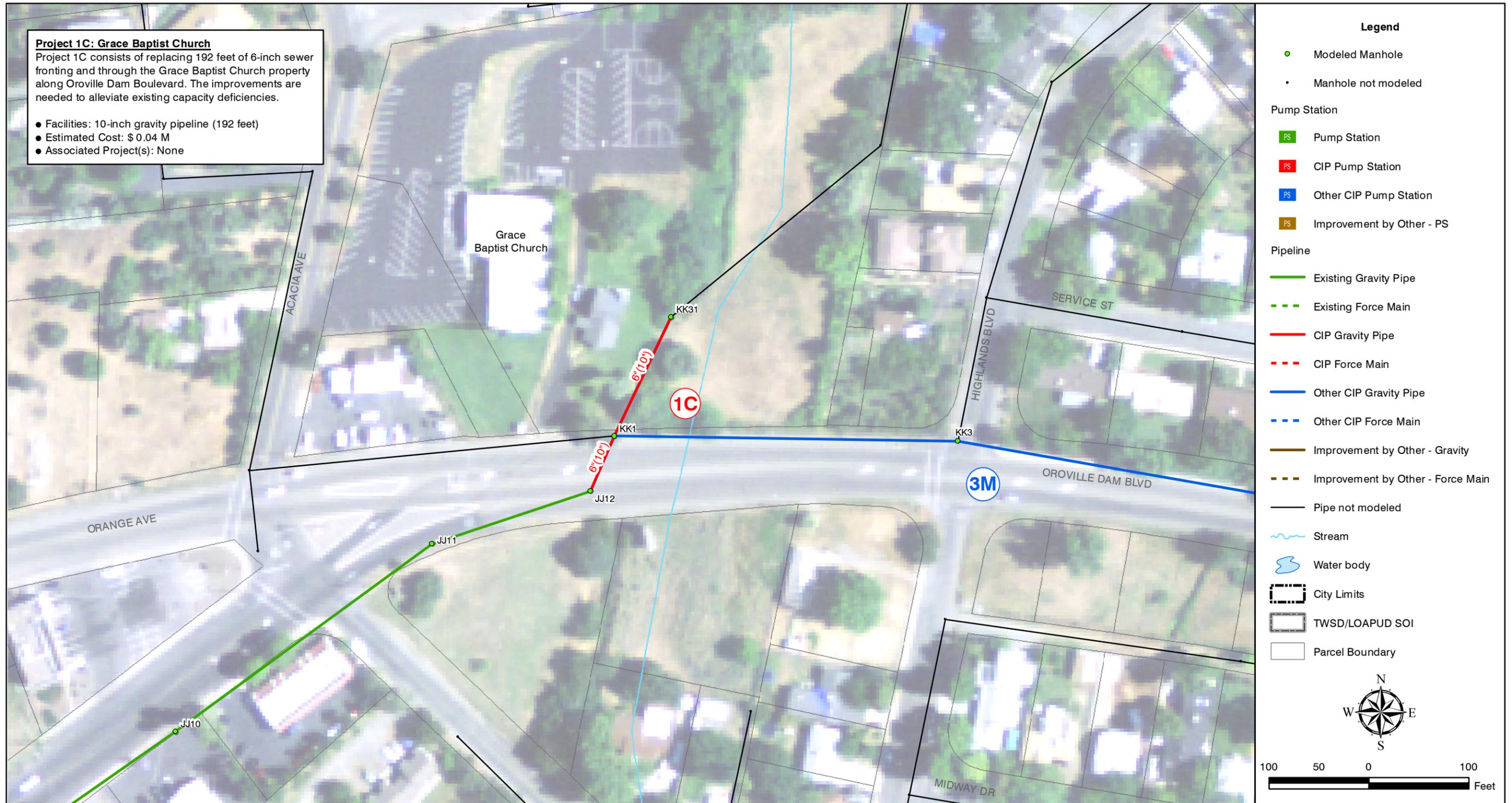


Figure 7.4
PROJECT 1C
SANITARY SEWER MASTER PLAN
CITY OF OROVILLE





Figure 7.5
PROJECT 1D
SANITARY SEWER MASTER PLAN
CITY OF OROVILLE



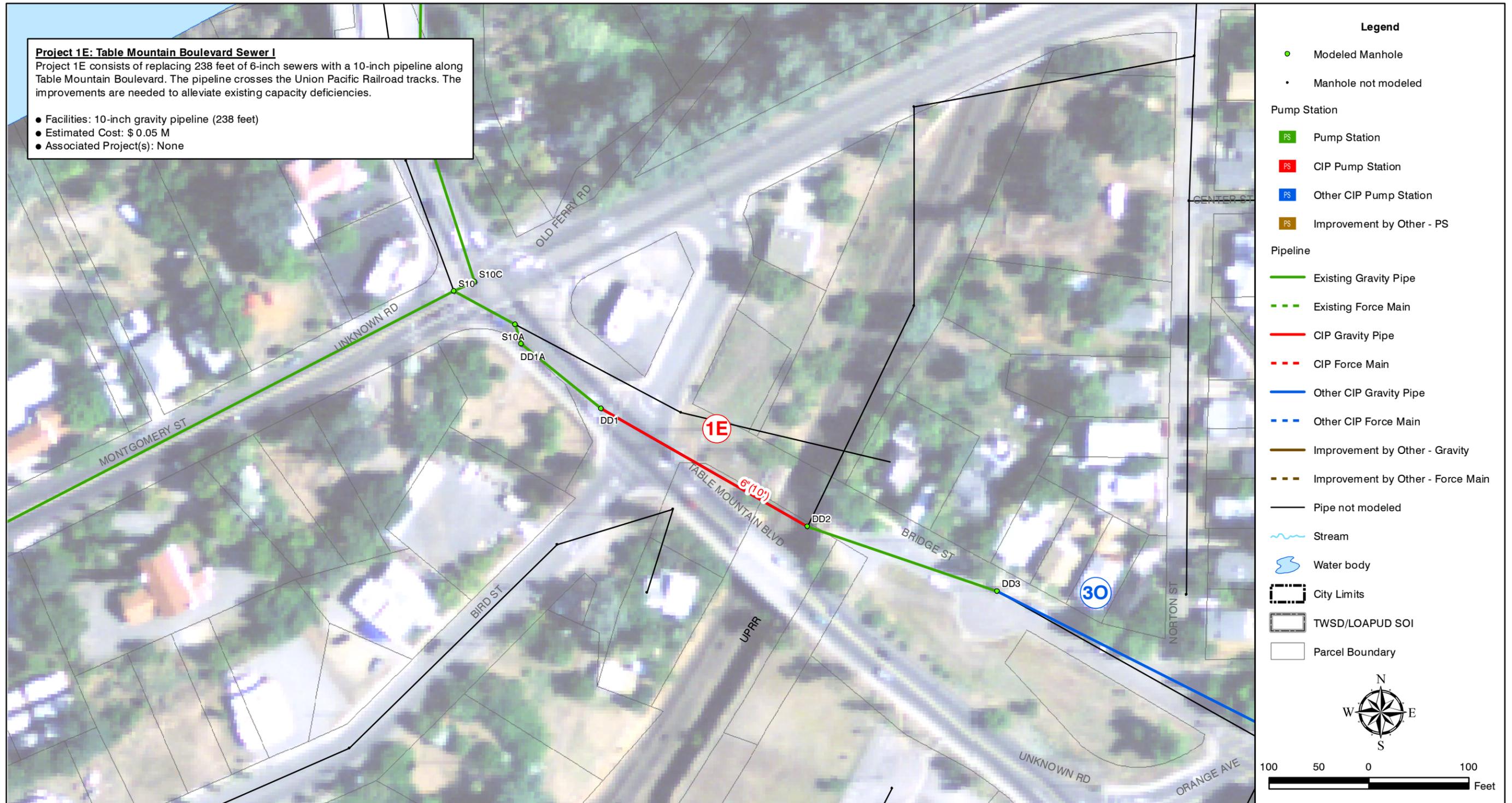


Figure 7.6
PROJECT 1E
SANITARY SEWER MASTER PLAN
CITY OF OROVILLE



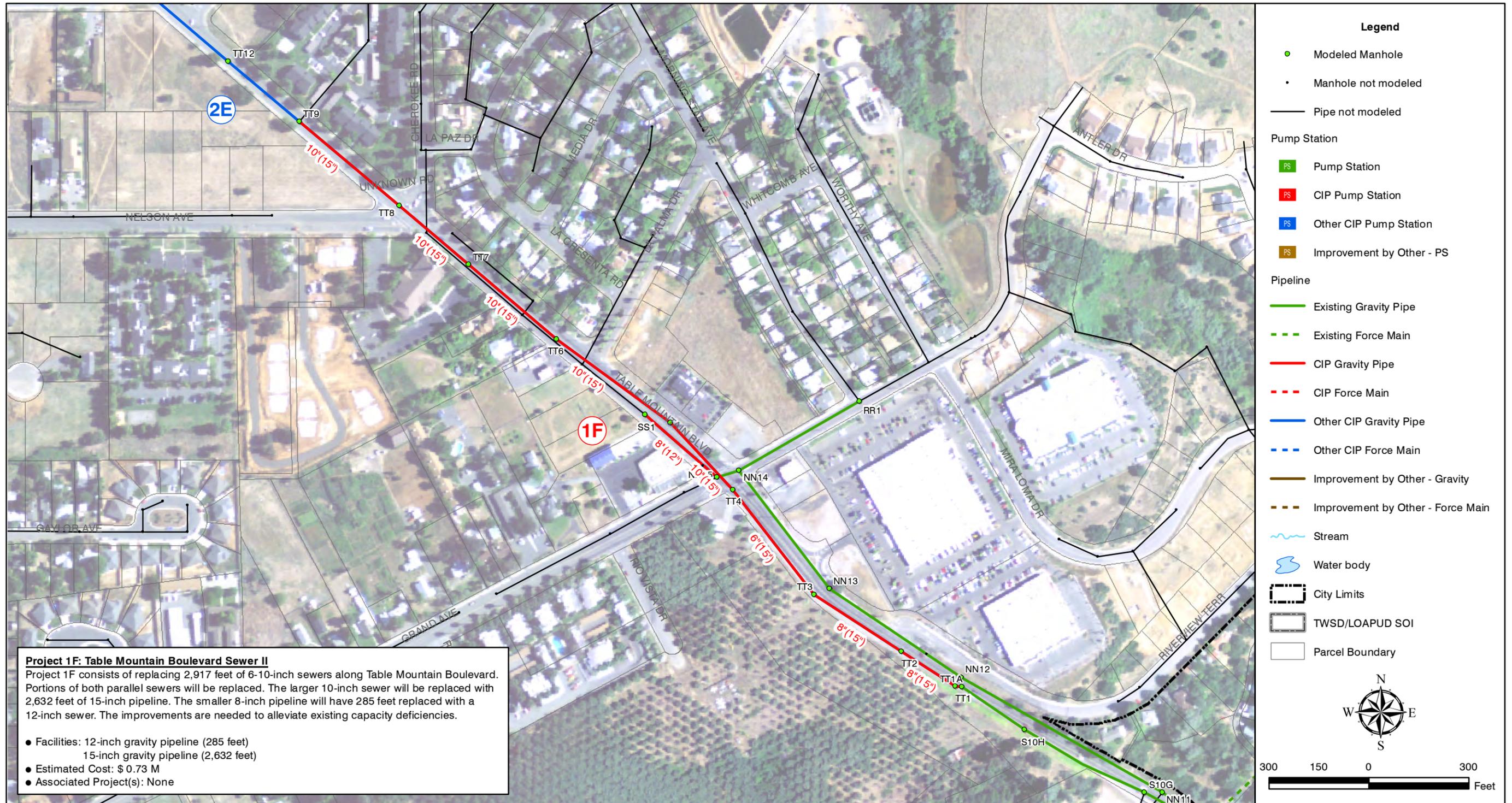


Figure 7.7
PROJECT 1F
SANITARY SEWER MASTER PLAN
CITY OF OROVILLE





Figure 7.14
PROJECT 21
SANITARY SEWER MASTER PLAN
CITY OF OROVILLE



AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement is made and entered into as of _____, 2016 by and between the **City of Oroville** (“City”) and _____ (“Consultant”).

RECITALS

- A. The Consultant is specially trained, experienced and competent to provide engineering design services relating to upsizing of various sewer mains as required by this Agreement; and
- B. The Consultant possesses the skill, experience, ability, background, license, certification, and knowledge to provide the services described in this Agreement on the terms and conditions described herein.
- C. City desires to retain Consultant to render professional services as set forth in this Agreement.

AGREEMENT

- 1. Scope of Services. The Consultant shall furnish the following services in a professional manner. Consultant shall perform the services described on Exhibit “A” which is attached hereto and incorporated herein by reference.
- 2. Time of Performance. The services of Consultant shall commence upon execution of this Agreement and shall continue until the Project is completed to the satisfaction of the City.
- 3. Compensation. Compensation to be paid to Consultant shall be in accordance with the Fee Schedule set forth in Exhibit “A,” which is

attached hereto and incorporated herein by reference. **In no event shall Consultant's compensation exceed the amounts of \$_____ without additional written authorization from the City.** Payment by City under this Agreement shall not be deemed a waiver of defects in Consultant's services, even if such defects were known to the City at the time of payment.

4. Method of Payment. Consultant shall submit monthly billings to City describing the work performed during the preceding month. Consultant's bills shall include a brief description of the services performed, the date the services were performed, the number of hours spent and by whom, and a description of any reimbursable expenditures. City shall pay Consultant no later than 30 days after approval of the monthly invoice by City staff.
5. Extra Work. At any time during the term of this Agreement, City may request that Consultant perform Extra Work. As used herein, "Extra Work" means any work which is determined by City to be necessary for the proper completion of Consultant's services, but which the parties did not reasonably anticipate would be necessary at the execution of this Agreement. Consultant shall not perform, nor be compensated for, Extra Work without prior written authorization from City.
6. Termination. This Agreement may be terminated by the City immediately for cause or by either party without cause upon fifteen days' written notice of termination. Upon termination, Consultant shall be entitled to

compensation for services properly performed up to the effective date of termination.

7. Ownership of Documents. All plans, studies, documents and other writings prepared by and for Consultant, its officers, employees and agents and subcontractors in the course of implementing this Agreement, except working notes and internal documents, shall become the property of the City upon payment to Consultant for such work, and the City shall have the sole right to use such materials in its discretion without further compensation to Consultant or to any other party. Consultant shall, at Consultant's expense, provide such reports, plans, studies, documents, and other writings to City within three (3) days after written request.
8. Licensing of Intellectual Property. This Agreement creates a nonexclusive and perpetual license for City to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in documents or works of authorship fixed in any tangible medium of expression, including but not limited to, data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Consultant under this Agreement ("Documents and Data"). Consultant shall require all subcontractors to agree in writing that City is granted a nonexclusive and perpetual license for any Documents and Data the subcontractor prepares under this Agreement. Consultant represents and warrants that Consultant has the legal right to license any and all Documents and Data. Consultant makes no such representation

and warranty in regard to Documents and Data which may be provided to Consultant by City. City shall not be limited in any way in its use of the Documents and Data at any time, provided that any such use not within the purposes intended by this Agreement shall be at City's sole risk.

9. Confidentiality. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other Documents and Data either created by or provided to Consultant in connection with the performance of this Agreement shall be held confidential by Consultant. Such materials shall not, without the prior written consent of City, be used by Consultant for any purposes other than the performance of the services under this Agreement. Nor shall such materials be disclosed to any person or entity not connected with the performance of the services under this Agreement. Nothing furnished to Consultant which is otherwise known to Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use City's name or insignia, photographs relating to project for which Consultant's services are rendered, or any publicity pertaining to the Consultant's services under this Agreement in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of City.
10. Consultant's Books and Records.
 - a. Consultant shall maintain any and all ledgers, books of account,

invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services, expenditures and disbursements charged to City for a minimum period of three (3) years, or for any longer period required by law, from the date of final payment to Consultant to this Agreement.

- b. Consultant shall maintain all documents and records which demonstrate performance under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of termination or completion of this Agreement.
- c. Any records or documents required to be maintained pursuant to this Agreement shall be made available for inspection or audit, at any time during regular business hours, upon written request by the City Administrator, City Attorney, City Finance Director, or a designated representative of these officers. Copies of such documents shall be provided to the City for inspection at City Hall when its practical to do so. Otherwise, unless an alternative is mutually agreed upon, the records shall be available at Consultant's address indicated for receipt of notices in this Agreement.
- d. Where City has reason to believe that such records or documents may be lost or discarded due to dissolution, disbandment or termination of Consultant's business, City may, by written request by any of the above named officers, require that custody of the

records be given to the City and that the records and documents be maintained by City Hall.

11. Independent Contractor. It is understood that Consultant, in the performance of the work and services agreed to be performed, shall act as and be an independent contractor and shall not act as an agent or employee of the City. Consultant shall obtain no rights to retirement benefits or other benefits which accrue to City's employees, and Consultant hereby expressly waives any claim it may have to any such rights.

12. Interest of Consultant. Consultant (including principals, associates, and professional employees) covenants and represents that it does not now have any investment or interest in real property and shall not acquire any interest, direct or indirect, in the area covered by this Agreement or any other source of income, interest in real property or investment which would be affected in any manner or degree by the performance of Consultant's services hereunder. Consultant further covenants and represents that in the performance of its duties hereunder no person having any such interest shall perform any services under this Agreement. Consultant is not a designated employee within the meaning of the Political Reform Act because Consultant:
 - a. will conduct research and arrive at conclusions with respect to its rendition of information, advice, recommendation, or counsel independent of the control and direction of the City or any City official, other than normal agreement monitoring; and
 - b. possesses no authority with respect to any City decision beyond

rendition of information, advice, recommendation or counsel.

(FPPC Reg. 18700(a)(2).)

13. Professional Ability of Consultant. City has relied upon the professional training and ability of Consultant to perform the services hereunder as a material inducement to enter into this Agreement. All work performed by Consultant under this Agreement shall be in accordance with applicable legal requirements and shall meet the standard of quality ordinarily to be expected of competent professionals in Consultant's field of expertise.
14. Compliance with Laws. Consultant shall use the standard of care in its profession to comply with all applicable federal, state and local laws, codes, ordinances and regulations.
15. Licenses. Consultant represents and warrants to City that it has all licenses, permits, qualifications, insurance and approvals of whatsoever nature which are legally required of Consultant to practice its profession. Consultant represents and warrants to City that Consultant shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement, any licenses, permits, insurance and approvals which are required by the City for its business.
16. Indemnity. Consultant agrees to indemnify and hold harmless the City, its officers, officials, employees and volunteers from and against any and all claims, demands, actions, losses, damages, injuries, and liability, direct or indirect (including reimbursement of reasonable costs and expenses in connection therein), arising from its negligent performance of this

Agreement or its failure to comply with any of its obligations contained in this Agreement, except for any such claim arising from the negligence or willful misconduct of the City, its officers, agents, employees or volunteers. With regard to any claim alleging Consultant's negligent performance of professional services, Consultant's defense obligation under this indemnity paragraph means only the reimbursement of reasonable defense costs to the proportionate extent of its actual indemnity obligation hereunder.

17. Insurance Requirements. Consultant, at Consultant's own cost and expense, shall procure and maintain, for the duration of the Agreement, the insurance coverage and policies as set forth in Exhibit "B" attached hereto.
18. Notices. Any notice required to be given under this Agreement shall be in writing and either served personally or sent prepaid, first class mail. Any such notice shall be addressed to the other party at the address set forth below. Notice shall be deemed communicated within 48 hours from the time of mailing if mailed as provided in this section.

If to City: Rick Walls, Interim City Engineer
 City of Oroville
 1735 Montgomery Street
 Oroville, CA 95965-4897

If to Consultant: Holdrege & Kull
8 Seville Court, Suite 100
Chico, CA 95928
Attn: Shane Cummings

19. Entire Agreement. This Agreement constitutes the complete and exclusive statement of Agreement between the City and Consultant. All prior written and oral communications, including correspondence, drafts, memoranda, and representations are superseded in total by this Agreement.
20. Amendments. This Agreement may be modified or amended only by a written document executed by both Consultant and City and approved as to form by the City Attorney.
21. Assignment and Subcontracting. The parties recognize that a substantial inducement to City for entering into this Agreement is the professional reputation, experience and competence of Consultant. Assignments of any or all rights, duties or obligations of the Consultant under this Agreement will be permitted only with the express prior written consent of the City. Consultant shall not subcontract any portion of the work to be performed under this Agreement without the prior written authorization of the City. If City consents to such subcontract, Consultant shall be fully responsible to City for all acts or omissions of the subcontractor. Nothing in this Agreement shall create any contractual relationship between City and subcontractor nor shall it create any obligation on the part of the City to pay or to see to the payment of any monies due to any such subcontractor other than as otherwise required by law.

22. Waiver. Waiver of a breach or default under this Agreement shall not constitute a continuing waiver of a subsequent breach of the same or any other provision under this Agreement.
23. Severability. If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.
24. Controlling Law Venue. This Agreement and all matters relating to it shall be governed by the laws of the State of California and any action brought relating to this Agreement shall be held exclusively in Butte County Superior Court or the United States District Court, Eastern District of California.
25. Litigation Expenses and Attorney's Fees. If either party to this Agreement commences any legal action against the other part arising out of this Agreement, the prevailing party shall be entitled to recover its reasonable litigation expenses, including court costs, expert witness fees, discovery expenses, and attorneys' fees.
26. Execution. This Agreement may be executed in several counterparts, each of which shall constitute one and the same instrument and shall become binding upon the parties when at least one copy hereof shall have been signed by both parties hereto. In approving this Agreement, it shall not be necessary to produce or account for more than one such counterpart.

27. Authority to Enter Agreement. Consultant has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and to bind each respective party.
28. Prohibited Interests. Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.
29. Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer and it shall not discriminate against any subcontractor, employee or applicant for employment because of race, religion, color, national origin, disability, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to

initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the date first written above.

CITY OF OROVILLE

By: _____
Linda L. Dahlmeier, Mayor

By: _____

APPROVED AS TO FORM:

ATTEST:

By: _____
Scott E. Huber, City Attorney

By: _____
Donald Rust, Acting City Clerk

Attachments: Exhibit A – Materials Testing Bid Schedule
Exhibit B - Insurance Requirements

EXHIBIT B

INSURANCE REQUIREMENTS FOR CONSULTANTS

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 performance of the work hereunder by the Consultant, his agents, representatives, or employees.

Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage (occurrence Form CG 0001).
2. Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1 (any auto).
3. Workers' Compensation insurance as required by the State of California and Employee's Liability Insurance.
4. Errors and Omissions Liability insurance appropriate to the consultant's profession.

Minimum Limits of Insurance

Consultant shall maintain limits no less than:

1. General Liability: \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.
3. Employer's Liability: \$1,000,000 per claim for bodily injury or disease.
4. Errors and Omissions Liability: \$1,000,000 per occurrence.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, officials, employees and volunteers; or the Consultant shall provide a financial guarantee

satisfactory to the City guaranteeing payment of losses and related investigations, claim administration and defense expenses.

Other Insurance Provisions

The commercial general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1. The City, its officers, officials, employees and volunteers are to be covered as additional insured's as respects: liability arising out of work or operations performed by or on behalf of the Consultant; or automobiles owned, leased, hired or borrowed by the Consultant.
2. For any claims related to this project, the Consultant's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.
3. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days' prior written notice by first class mail has been given to the City.
4. Coverage shall not extend to any indemnity coverage for the negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subdivision (b) of Section 2782 of the Civil Code.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A. M. Best's rating of no less than A:VII, unless otherwise acceptable to the City.

Verification of Coverage

Consultant shall furnish the City with original certificates and amendatory endorsements effecting coverage required by this clause. The endorsements should be on forms provided by the City or on other than the City's forms provided those endorsements conform to City requirements. All certificates and endorsements are to be received and approved by the City before work commences. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.