

REQUEST FOR PROPOSALS



CONSTRUCTION MANAGEMENT FOR SANITARY SEWER PROJECTS 1D & 1F

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

November 2019

REQUEST FOR PROPOSALS

CONSTRUCTION MANAGEMENT OF SANITARY SEWER PROJECTS 1D & 1F

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Attachments:

- A. 100% Plans and Specifications - 1F
- B. 100% Plans and Specifications - 1D
- C. Professional Services Agreement

PROPOSAL CERTIFICATION FORM

REQUEST FOR PROPOSALS (RFP)

CONSTRUCTION MANAGEMENT FOR SANITARY SEWER PROJECTS 1D & 1F

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

Issue Date	Wednesday, November 13, 2019
Issuing Agent	City of Oroville
Pre-proposal Scoping Meeting	None Scheduled
Requests for Information Due By	5 PM, Thursday, November 28, 2019
Proposal Due Date	2 PM, Tuesday, December 17, 2019
Proposals Directed To	Mike Massaro, PE, Contract City Engineer
Number of Proposal Copies	Three (3) hard copies and one (1) electronic copy

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	(optional)

1.0 Overview

The City of Oroville (City) is advertising for proposals (Request for Proposals – “RFP”) from qualified and experienced construction management firms to secure professional services to perform construction management, inspection, and coordinate material testing services during construction of two sanitary sewer projects. These projects are described in more detail in Section 2.0.

The City of Oroville sanitary sewer system includes approximately 66 miles of sanitary sewer, 1,350 manholes, and 7 sewage lift stations. The system conveys wastewater to a treatment plant owned and operated by the Sewerage Commission - Oroville Region (SC-OR). SC-OR was created in 1973 under a joint powers agreement between the City, Thermalito Water and Sewer District (TWSD), and the Lake Oroville Area Public Utility District (LOAPUD). The individual agencies maintain and operate their own wastewater systems that discharge into the SC-OR plant. A Sanitary Sewer Master Plan was prepared for the City by Carollo Engineers and finalized in January 2013 that evaluates the capacity of the existing sanitary sewer collection system, determines future capacity needs to support the City’s 2030 General Plan buildout, and develops a Capital Improvement Plan (CIP) that provides the City with a reliable plan to mitigate existing system deficiencies and expand the system to service future customers.

The City intends to construct Oroville Sewer Projects - 1F and Oroville Sewer Projects - 1D to provide increased capacity for the City as it develops based on the 2030 General Plan. These CIPs will replace in kind existing sewer for the City and add hydraulic capacity.

All responses to this RFP are due to the City **by 2:00 PM on Tuesday, December 17, 2019** (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 Scope of Services

The City of Oroville is inviting proposals to provide Construction Management, Inspection, Public Outreach, and Material Testing required for the construction of the Oroville Sewer Projects – 1D & 1F. The project requires a full service consultant with at least ten years of experience in construction management who is familiar with the City of Oroville

Standard Details, Butte County Improvement Standards, Safety and Health Requirements of the California Division of Industrial Safety and the Occupational Safety and Health Administration of the U.S. Department of Labor (OSHA), California Manual of Uniform Traffic Control Devices, and California Department of Transportation (Caltrans) Construction Standards Specifications, and Plans. The selected firm shall have the ability to deliver a wide range of services including, but not limited to: project inspection, quality assurance, safety, traffic control plan documents, best management practices (BMP), mitigation monitoring, claims mitigation, documents control, public outreach, and construction management.

Projects requiring construction management services are Oroville Sanitary Sewer Projects - 1D & 1F. Each project is discussed briefly below. 100% plans, specifications, and estimate for each project are attached to this RFP.

Oroville Sewer Project 1F consists of replacing 6- to 10-inch sanitary sewers with 15-inch sanitary sewer. This Project includes the construction of approximately 72 feet of 8-inch and 2,025 feet of 15-inch sanitary sewer pipe, abandonment of 1,340 feet of sanitary sewer pipe, installation of 3 sanitary sewer manholes, and abandonment of 5 sanitary sewer manholes. The project will also require 105 feet of storm drain and storm drain manhole relocation. The sanitary sewer will replace an existing sewer line with pipe sizes ranging from 8 to 10 inches and will connect to the existing system north of Table Mountain Boulevard and Nelson Ave and south of Riverview Terrace and Table Mountain Boulevard. The project construction period is expected to be from March 2020 to May 2020.

Oroville Sewer Project 1D (**optional**) consists of replacing two 10-inch sanitary sewers with one 18-inch pipe. This project includes the construction of approximately 1,075 feet of 18-inch sanitary sewer pipe and abandonment of 1,075 feet of sanitary sewer pipe. The project includes removal and replacement of 4 sanitary sewer manholes and abandonment of 2 sanitary sewer manholes. 22 laterals must be reconnected to the new sanitary sewer pipe. The project area is along Montgomery Street from Oliver Street to Myers Street. Project 1D connects to existing sewer at each intersection. The project construction period is expected to be from May 2020 to July 2020. Project 1D is an **optional** task included in this RFP.

The following tasks are identified for the scope of services:

Task 1 – Services Prior to Construction

Consultant shall review the Final Contract Documents set for constructability and consistency between design disciplines and provide comments to the City. Consultant

shall participate in Contract Documents review meeting(s) with the City, the Design Engineer, and the Contractor.

Task 2 – Construction Management Services

The Consultant shall be responsible for providing construction management services including:

Task 2.1 - Project Management

Project management shall include all maintenance and monitoring of the project schedule and budget. The Consultant shall prepare a schedule in coordination with the Contractor's schedule and evaluate job progression based on that schedule. The Consultant shall coordinate outreach and construction activities between the Contractor, City Public Works, and external utility representatives, including notification and coordination of project issues as necessary. The Consultant shall evaluate and coordinate traffic control plans with City Public Works staff and all applicable affected organizations. The Consultant shall monitor Best Management Practices (BMPs) within the project site, prepare progress pay estimates, and review certified payrolls.

The Consultant shall communicate with the Contractor, City Engineer, City Public Works Staff, and external utility representatives as required. The Consultant shall prepare and submit monthly Project progress reports with monthly progress payment requests. Monthly progress reports shall include a summary listing and describing the work accomplished during the previous month, a summary listing and describing work to be accomplished the following month, an updated schedule showing work progress and completion percentage, a list of problems addressed and/or concerns identified, if any, and proposed corrective actions, and other tasks as necessary.

Task 2.2 - Construction Contract Administration

Construction contract administration shall include participation, including leadership, in the preconstruction conference and weekly meetings. The Consultant shall conduct weekly meetings with the Contractor and subcontractors to ensure Project goals are met and to identify and resolve safety issues. The Consultant shall coordinate site meetings with the Contractor and City staff and prepare and distribute meeting minutes. The Consultant shall review Contractor's contract execution and submittals for compliance with the Contract Documents and shall review Contractor's requests for information (RFIs) and either provide information from the Contract Documents or send the request to the Design Engineer for resolution. The

Consultant shall complete daily logs and a weekly statement of working days (WSWD). The Consultant shall review Contractor's pay requests and give recommendations to the City as to the acceptability of the request and shall communicate with the Contractor regarding acceptability of work and coordinate the Contractor's test plan and quality control plan.

Task 2.3 - Change Order Management

Change order management shall include the development, administering, and tracking of all construction change orders. This includes review and evaluation of contract change order requests and submittals, including cost tracking and estimate vs. actual expenditures, contract change order coordination between the Contractor and City, evaluation and creation of a Time Impact Analysis (TIA), and investigation and inspection of site conditions that differ from those described in the Contract Documents. Consultant shall review proposed change orders for accuracy and relevance to the Contract Documents. Consultant shall review submittals in support of change orders and give recommendations for resolutions of claims and disputes.

Task 2.4 - Field Inspection

Construction staking by the Contractor shall be verified by the Consultant. Consultant shall monitor Contractor's daily activities to ensure compliance with the Contract Documents, including photo and video documentation of the site before and during construction. The Consultant shall review and inspect the Contractor's work for compliance with the Contract Documents on a daily basis and monitor corrective actions taken by Contractor to fix work that is not in compliance with the Contract Documents. Daily diaries shall be submitted detailing field inspection work conducted that day, including digital photographic records of construction in progress.

The Consultant shall conduct quality assurance materials testing, including the determination and scheduling of typical materials testing, scheduling of any special testing, and any special inspections as identified in the Contract Documents. The Consultant's proposal shall list all testing that the Consultant has certification for and others necessary in the Contract Documents that the Consultant has no certification for.

The Consultant shall review the Contractor's compliance with all regulatory permits and mitigation measures, workplace safety and health standards, and notify the City of any non-compliance. The Consultant shall review and approve the Contractor's survey layouts.

Task 3 – Services During Construction Closeout

Task 3.1 - Substantial and Final Completion Services

The Consultant shall be responsible for conducting a site inspection to determine if facilities are complete and in compliance with Contract Documents, prepare a punchlist and inspect the punchlist item corrective actions, and recommend release of payments and retention to Contractor.

Task 3.2 - Record Compilation and Submittal

The Consultant shall prepare and submit a complete set of organized construction contract documentation, review submittals of as-built drawings made by the Contractor during construction and shall be responsible for verifying all as-builts have been accurately updated for work prior to submitting the Contractor's final payment request. The Consultant shall include a signed certification indicating the as-builts submitted accurately reflect all construction modifications from the design plans set. In the event that the City observes at a later date that as-builts were not accurately updated, the Consultant shall be responsible for updating the as-builts at no additional cost to the City.

Task 3.3 - Obtaining Warranty and Lien Release Information from Contractor

The Consultant shall work with the Contractor to obtain all warranty and lien release information.

Task 3.4 - Final Electronic Submittals

The Consultant shall be responsible for submitting final project files to the City.

3.0 Contract Administration

The City Administrator, 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 Mike Massaro at mmassaro@ben-en.com by or before 5:00 PM on Thursday, November 28, 2019. 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 on or before Tuesday, December 3, 2019.

- 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 Proposal Requirements

Proposals must be submitted using the following methods:

Three (3) printed copies and one (1) electronic copy 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: Mike Massaro, PE, Consulting City Engineer
1735 Montgomery Street
Oroville, CA 95965

Subject: RFP – Construction Management for Sanitary Sewer Projects 1D & 1F

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 2:00 PM on Tuesday, December 17, 2019, 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.

- 6.1** 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.
- 6.2** Late proposals will not be considered.
- 6.3** 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.
- 6.4** The City reserves the right to cancel or modify this RFP. There is no guarantee that the City will award contract.
- 6.5** 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.

- 6.6** 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.
- 6.7** The City reserves the right to approve or disapprove of particular subcontractors, joint venture partners, or other proposed team members.
- 6.8** 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.
- 6.9** 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.
- 6.10** 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.

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

7.0 Proposal Format and Content

7.1 Proposal Certification Form (located after the Table of Contents)

7.2 Proposer's Background (maximum 2 pages) – Background on the Consultant and area(s) of professional expertise relevant to this RFP.

7.3 Qualifications and Experience of Proposer's Personnel (maximum 4 pages) – Summary of the relevant experience, work history, training, education and special certifications of the proposer's key personnel (include Resident Engineer, Deputy Resident Engineer [if including], and Inspectors) who will be performing the professional 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. (1 to 2-page resumes for each key personnel may be included in an Appendix.)

7.4 Project Approach (maximum 1 page) – Summary of the proposed approach to complete the tasks called for under the RFP. Describe your strategy for containing costs incurred by City while still meeting the objectives and standards.

7.5 References (maximum 4 pages) – Each proposal must include at least three (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 key personnel to be used by proposer for this project were deployed. The references should include the name, title, telephone, and email address of the public agency officer or employee responsible for overseeing the proposer's work.

7.6 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 submittals and RFIs by City staff, as well as any and all legally mandated review periods and comment periods, including those that may be

required by third party regulatory agencies. Consultant shall expect a 1-week turnaround time for the City's review of submittals and RFIs.

- 7.7 Cost Proposal** – The proposal shall indicate the compensation structure for performing specific services identified in Tasks 1 through 3 (e.g., flat lump sum or hourly rate structure). The proposal shall also include any and all rate charges for incurred costs and expenses 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 3, 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 Evaluation Criteria

Each proposal shall be evaluated on 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:

- 8.1 Expertise, Experience & Training Plus Prior Contracting History (45%)** – 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.
- 8.2 Project Approach (30%)** – The proposer's responsiveness in developing a comprehensive management plan while meeting regulatory requirements and the City's specific needs.

- 8.3 Cost (10%)** – The proposed compensation structure (inclusive of hourly rates of compensation, pass through costs and subconsultant costs) for the performance of Tasks 1 through 3, inclusive of its proposed not-to-exceed sum. The proposer’s proposed strategy for containing costs incurred by City while still meeting the objectives and standards set forth under the RFP.
- 8.4 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.
- 8.5 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.

9.0 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 December 2019 with a contract award anticipated in January 2020.