

SOUTH FEATHER WATER & POWER AGENCY



REQUEST FOR PROPOSALS

for

DESIGN-BUILD SERVICES

MINERS RANCH WATER TREATMENT PLANT

IMPROVEMENT PROJECT

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Submittal Deadline: January 9, 2014

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SECTION 1. INTRODUCTION

1.1 OVERVIEW

The South Feather Water and Power Agency (Agency) is issuing this Request for Proposals (RFP) to Qualified Respondents interested in providing Staged Design/Build services for the Miners Ranch Water Treatment Plant (MRWTP) Improvement Project (Project), also known as the Facilities. The specific Facilities encompassed by this RFP are as generally described in Section 2 of this RFP.

The Agency solicited Statements of Qualification (SOQs) for the Project Design/Build Services in April 2014, received three SOQs in June 2014, and determined that all three Respondents met the Minimum Qualifications Criteria as listed in Table 5-1 of the Request for Qualifications (RFQ).

Abbreviated and capitalized terms in this RFP are defined in Appendix A.

1.2 AGENCY ORGANIZATION, GOALS AND OBJECTIVES

The Agency provides water to approximately 6,650 households, maintains a service area of over 31,000 acres supplied by 141 miles of pipeline and delivers irrigation water seasonally to over 500 customers by way of approximately 100 miles of primarily open earth canals.

To accommodate anticipated growth within the Agency's service area over the next 30 years, the Agency has undertaken a project to expand and upgrade MRWTP to address system demands and anticipated regulatory requirements.

1.3 PROJECT DELIVERY APPROACH AND SCHEDULE

The overall approach for project delivery is to retain a Qualified Respondent for design, permitting and construction of the Project using Staged Design/Build and initially giving Notice to Proceed for Stage 1 services only. Stage 1 entails preparing a Basis of Design Report (BDR) and sufficient plans, specifications and other supporting documents to develop a lump sum proposal and contract time for Stage 2 (i.e. the Stage 2 Proposal). The Agency will review and evaluate the Proposals to determine the preferred Qualified Respondent for Contract negotiations. Evaluation criteria are summarized in Section 5 of this RFP. If the Contract negotiations fail, the Agency will terminate negotiations with the first preferred Qualified Respondent and negotiate with the next preferred Qualified Respondent.

Stage 2 services, which are not part of this RFP, will include final design, permitting, equipment and materials procurement, physical construction of the Project, engineering design support during construction, construction management, start-up, and acceptance testing as further described in Section 3.5 of this RFP.

The anticipated overall schedule for project delivery is to complete the selection process and execute a Staged Design/Build Contract by February 24, 2015, execute a Contract amendment

for Stage 2 including a lump sum price and contract time by May, 2016, achieve substantial completion of construction, initial acceptance and start-up by December 2017, and achieve final completion and final acceptance by January 2019.

1.4 AGENCY CONTACT PERSON

The Agency Contact Person for this RFP is:

Michael Glaze
General Manager
2310 Oro-Quincy Highway
Oroville, CA 95966
Tel: (530) 533-4624 (office)
Email: glaze@southfeather.com

Considering the information exchanged during the SOQ solicitation and evaluation processes, the Agency is not planning to conduct a pre-proposal meeting to review this RFP. The designated Contract Person for each Qualified Respondent may request RFP clarifications from the Agency Contact Person, in writing, as further described in Section 1.5 of this RFP. The Agency Contact Person is the exclusive Agency representative for Qualified Respondents as regards this RFP.

1.5 REQUESTS FOR CLARIFICATION AND RFP ADDENDA

Requests for clarification or additional information must be submitted in writing (email) to the Agency Contact Person no later than the date specified in the Section 4 of this RFP. Requests must contain the RFP name, Respondent's name, address, telephone number, and email address.

The Agency will issue responses to inquiries and any other corrections or changes it deems necessary in written addenda in advance of the Submission Due Date. Such addenda will constitute a part of this RFP. Qualified Respondents may not rely on any representations, statements, or explanations other than those made in this RFP and written addenda to this RFP. Where there appears to be a conflict between the RFP and any addenda, the last issued addendum that addresses the specific issue will prevail.

Acknowledgement of addenda receipt is required in the Qualified Respondent's Proposal.

1.6 CONTRACT

A draft Contract, attached separately as Exhibit A, will serve as a basis for the Proposals. Qualified Respondents may suggest alternative Contract terms and conditions in their Proposals, together with any associated scope and fee adjustments, but must also provide the requested Proposal content and fees based on the terms and conditions of the draft Contract (Exhibit A) and this RFP.

1.7 ACCURACY OF RFP AND RELATED DOCUMENTS

Except as otherwise required by law and as set forth in the draft Contract, the Agency assumes no responsibility and disclaims any warranty for the completeness or accuracy of

information presented in this RFP, the reference documents in the Agency website, and any other reports, studies or investigations distributed or made available during the selection process. Without limiting the generality of the foregoing statement, the Agency is not bound by or responsible for any explanation or interpretation of the documents other than those prepared in writing by the Agency. In no event may a Qualified Respondent rely on any oral statement made by any of the Agency's agents, employees, advisors or consultants.

1.8 PERSONAL INVESTIGATION

Qualified Respondents may arrange individual site inspections by appointment only with the Agency Contact Person, but otherwise are solely responsible for conducting independent research and due diligence for the preparation of Proposals in response to this RFP, the negotiation of a Contract, and the subsequent project delivery under the terms and conditions of the Contract. No information derived from any part of this RFP, or from the Agency or any of its agents, employees, advisors or consultants shall relieve the selected Qualified Respondent from any risk or from fulfilling all obligations under the terms of the Contract.

1.9 COST OF PROPOSAL PREPARATION

The costs and expenses associated with the preparation of a Proposal, meeting attendance with Agency representatives, and preparation of other information required pursuant to this RFP will be at the sole cost and expense of the Qualified Respondent. In no event will a Qualified Respondent have a claim against the Agency, its staff, or its consultants or agents for reimbursement of any such costs or expenses.

1.10 AGENCY RIGHTS AND OPTIONS

Included within, but not limited to, the Agency's rights and conditions as regards the Qualified Respondent selection process, the Agency reserves, holds and may exercise, at its sole discretion, the following rights:

- To amend the Stage 1 Scope of Services and responsibilities after receipt of Stage 1 Proposals with change in fee commensurate with change in scope
- To change or alter the schedule for any events associated with this selection process upon notice to the Qualified Respondents
- To reject, for any reason, any Proposal and components thereof; to eliminate any and all Qualified Respondents from further consideration; to abandon this selection process at the Agency's convenience at any time
- To eliminate any Qualified Respondent who submits an incomplete or inadequate Proposal or is not responsive to the requirements of this RFP
- To require Qualified Respondents to send representatives to the Agency for interviews and presentations
- To conduct clarification discussions, at any time, with one or more Qualified Respondents and to discontinue discussions with any Qualified Respondent

- To receive written questions concerning this RFP from Qualified Respondents and to provide such questions and the Agency's written responses, if any, to all Qualified Respondents
- To supplement, amend or otherwise modify this RFP without prior notice and at the Agency's sole discretion
- To conduct investigations of a Qualified Respondent and their Proposal, request additional evidence to support the submitted information, and visit reference projects
- To reject a Proposal or discontinue consideration of any Qualified Respondent if the Agency is in litigation with any such Respondent
- To negotiate with one or more Qualified Respondent at any time

Furthermore, the Proposals will become the property of the Agency and will not be returned to the Qualified Respondents, except Proposals that are not received by the Submission Due Date, which shall be rejected and returned unopened to those Qualified Respondents.

All activities related to the Qualified Respondent selection and project delivery processes are subject to Applicable Law.

Neither the Agency, its staff, representatives, nor any of its consultants, attorneys or agents is liable for any claims or damages resulting from the solicitation, collection, review or evaluation of the Proposals.

1.11 CONSULTANT TEAM

The law firm of Minasian, Meith, Soares, Sexton & Cooper, LLP, will provide legal counsel to the Agency during the Qualified Respondent selection process and Contract negotiations. Although the Agency has not retained the services of any consulting firm to provide engineering advice and assistance during the Qualified Respondent selection process, nor does it anticipate doing so, it reserves the right to do so without prior notice and at the Agency's sole discretion.

*****END OF SECTION*****

SECTION 2. PROJECT DESCRIPTION

2.1 BACKGROUND

To accommodate anticipated growth within the Agency's service area over the next 30 years, the Agency has undertaken a project to expand and upgrade MRWTP to address system demands and anticipated regulatory requirements. In preparation for this improvement project, the Agency has already accomplished four preliminary phases of work (available for review at www.southfeather.com):

- Facilities Review – defined the regulatory and operations requirements for the treatment plant expansion, evaluated the current condition of the various process units at MRWTP, and identified treatment and expansion alternatives¹;
- Alternatives Analysis – analyzed and selected improvements and expansion alternatives which include enhanced mixing, clarification, filtration, disinfection and residuals handling facilities and practices².
- Preliminary Engineering and Feasibility Summary – recommendations for process improvements and expansion³.
- CEQA Compliance – an Initial Study/Mitigated Negative Declaration and Mitigation Monitoring and Reporting Plan⁴ for the Project were adopted by the Agency's Board of Directors on January 28, 2014.

Given the availability of the foregoing documents on the Agency's website (www.southfeather.com), the information contained therein is not repeated in this RFP. Please notify the Agency Contact Person in case of any difficulty in accessing the referenced documents.

The Agency will make any additional relevant documentation available to Qualified Respondents upon request.

2.2 PROJECT OBJECTIVES

An important objective for the MRWTP Improvement Project is to reliably meet current water demands and the projected increased water demands anticipated with population growth over the next 30 years (based on an annual growth rate of 1.5%). Redundancy, safety and operational flexibility are also important considerations for the project. The expanded plant must meet current

¹ Technical Memorandum 1 ("TM1" – Facilities Review), Miners Ranch Water Treatment Plant Expansion Project, November 2008, CDM (available for review at Agency's website).

² Technical Memorandum 2 ("TM2" – Alternatives Analysis), Miners Ranch Water Treatment Plant Expansion Project, April 2009, CDM (available for review at Agency's website).

³ Preliminary Engineering and Feasibility Summary Report, Miners Ranch Water Treatment Plant Expansion Project, September 2009, CDM (available for review at Agency's website).

⁴ See at http://southfeather.com/assets/2013/12/120913_M RTP_MND.pdf.

and anticipated future drinking water regulations under changing water quality and flow conditions – challenges that limit the existing plant’s capacity.

The system’s current maximum-day demand (MDD) is 11 mgd. In the in-line filtration mode, the plant’s current design capacity is 14.5 mgd; 10.8 mgd firm capacity (with one filter out of service). Based on an annual growth rate of 1.5 percent for water demand and a time frame of 30 years, a design capacity of 21 mgd (18 mgd firm) is recommended (see TM2, referenced above). Ultimate build-out in this scenario is 29 mgd (25.4 mgd firm) to account for potential increases in demand such as opportunities to expand the Agency’s service area or wholesale treated water to nearby water suppliers.

Operation ease and flexibility concerns for the current plant include limited chlorine contact time/disinfection capabilities, limited conventional treatment capacity (3 mgd) and limited treated water storage (1.4 million gallons of effective storage). TM2 recommended expanding the conventional treatment capacity to 6 mgd, and installing ultraviolet (UV) disinfection to address disinfection concerns and allow the plant to use the entire clearwell volume for treated water storage.

MRWTP is subject to the following federal and state laws and regulations related to drinking water quality and the operation of water distribution systems:

- Safe Drinking Water Act of 1974
- Code of Federal Regulations Title 40, Part 141, National Primary Drinking Water Regulations
- Code of Federal Regulations Title 40, Part 143, National Secondary Drinking Water Regulations
- California Code of Regulations Title 17, Drinking Water Supplies
- California Code of Regulations Title 22, Chapter 15, Domestic Water Quality and Monitoring Regulations
- California Code of Regulations Title 22, Chapter 16, California Waterworks Standards
- California Code of Regulations Title 22, Chapter 17.5, Lead and Copper

MRWTP will also need to be in compliance with upcoming requirements included in the following recently enacted federal regulations:

- Code of Federal Regulations Title 40, Part 141, National Primary Drinking Water Regulations: Long Term 2 Enhanced Surface Water Treatment Rule (LT2ESWTR)
- Code of Federal Regulations Title 40, Part 141, National Primary Drinking Water Regulations: Stage 2 Disinfectants and Disinfection Byproducts Rule (Stage 2 DBR)

MRWTP is currently regulated under Central Valley Water Board Order No. R5-2010-0059 for discharge of backwash water to Miners Ranch Reservoir. The Order includes a compliance schedule and interim limits for aluminum. The Facility is also regulated under Time Schedule Order (TSO) R5-2010-0060. The TSO includes a time schedule and interim limits for copper. One of the goals of the Project is to eliminate or significantly amend the current National Pollutant Discharge Elimination System (NDPES) permit by recycling all backwash wastewater and not discharging it to surface water (Miners Ranch Reservoir).

The Miners Ranch Water Treatment Plant Improvement Project is anticipated to include the recommendations made in the Preliminary Engineering and Feasibility Summary prepared for the Agency by CDM in September 2009 (referenced above), the Executive Summary of which contains the following list of recommended improvements:

- Provide 21 mgd of direct filtration pretreatment capacity including:
 - Convert existing sedimentation basin to flocculation basin
 - Construct two new flocculation basins
 - Install variable-speed vertical mixers for flocculation
 - Install a new 36-inch raw water pipeline to new flocculation basin
 - Install pumped rapid mix system
- Expand Raw Water Pump Station by:
 - Replacing existing variable-speed 6 mgd pump with a variable-speed 8.5 mgd pump for 14.5 mgd firm capacity
 - Replacing single-speed 7.2 mgd pump with a single-speed 11.5 mgd pump for 21 mgd firm capacity
 - Relocating the pump station electrical to the existing Lime Building
- Construct two new settling basins using plate settlers to provide 6 mgd of conventional pretreatment (clarification) capacity.
- Construct two new filters and extend the filter gallery building.
- Modify existing filters with new underdrains, air scour and new media (this work has already been done by Agency personnel except for air scour).
- Resurface concrete in filter boxes where aggregate is exposed.
- Construct new High Service Pump Station on clearwell outlet.
- Provide new chemical storage and feed equipment for coagulants, polymers, and chlorination.
- Provide secondary containment for coagulant system and scrubber for chlorine system.
- Construct new 21 mgd capacity UV disinfection system in conjunction with the new High Service Pump Station
- Construct a second washwater basin and recycle decanted washwater to head of plant.
- Construct two additional sludge-handling basins to increase sludge thickening capacity.

Notwithstanding the foregoing recommendations, the selected Qualified Respondent will be expected to consider all possible options and opportunities to ensure the most effective and efficient finished product possible. Furthermore, the Project improvements shall achieve the following:

- Meet the current and near-future permitting requirements of the California State Water Resources Control Board's Division of Drinking Water Programs (DDW) including the DDW *Cryptosporidium* Action Plan
- Are safe and cost effective to operate and maintain by the Agency
- Are economically expandable with incremental capacity additions

- Are economically adaptable (e.g. space allowances) to address future regulations and water quality issues
- Meet industry design and construction standards (i.e. AWWA, ASTM, etc.)
- Are equipped to provide reliable operation and economical equipment renewal intervals, and constructed to achieve longevity of structures and pipelines in accordance with industry standards

The Facilities design also must conform to Applicable Law, the Contract, and the Performance Requirements.

2.3 ENVIRONMENTAL PERMITTING STATUS

The Agency has completed the necessary environmental documentation for compliance with the California Environmental Quality Act (CEQA).

2.4 OTHER PERMITTING REQUIREMENTS

The following table contains a preliminary listing of the other permitting requirements for the Facilities. With the exception of water rights and CEQA permits and approvals, which have already been obtained by the Agency, the selected Respondent shall be responsible for obtaining, on behalf of the Agency, all permits, licenses and approvals necessary for the construction of the Project.

Table 2-1. Regulatory Agencies and Preliminary Permit Requirements

Agency	Issues	Permit
Regional Water Quality Control Board – Central Valley Region (Redding Office)	Water quality impacts of construction	NPDES Permit for Construction – Storm Water Pollution Prevention Plan (SWPPP)
California Department of Public Health	WTP design and drinking water quality	Revised Water Treatment Plant Operating Permit
Butte County	Construction grading	Grading permit

*****END OF SECTION*****

SECTION 3. SCOPE OF SERVICES

3.1 GENERAL

Design-Builder will provide Stage 1 engineering services including the preparation of a Basis of Design Report (BDR) and sufficient plans, specifications and other supporting documents to develop the Stage 2 Proposal. Stage 2 services are to include but are not limited to: final design, permitting, equipment and materials procurement, physical construction of the Facilities, engineering design support during construction, construction management, start-up, and acceptance testing as described in Section 3.5 of this RFP and any additional contracted services for the duration of the project. The Stage 2 Proposal shall encompass all engineering and construction services that are necessary for completion of the Facilities.

It is the intent of the Agency to enter into negotiations with the Design-Builder for a Contract amendment including a lump sum price and contract time for Stage 2 based on the Stage 2 Proposal. However, the Agency does not guarantee award of a Contract amendment for Stage 2. The Agency will assume ownership of the Stage 1 work products, and may use those work products to negotiate with other design-builders for Stage 2 services if the Agency elects not to negotiate with the Design-Builder or the Agency determines in its sole discretion that negotiations between the Agency and the Design-Builder are not successful.

3.2 STAGE 1 SCOPE OF SERVICES

The Agency recognizes that sufficient information is not yet available to request lump sum design/build proposals. Consequently, the Stage 1 Scope of Services is geared toward developing the Project definition, well beyond the preliminary definition in Section 2 of this RFP, to facilitate the preparation of a Stage 2 Proposal.

In summary, the Stage 1 services and work products will include:

- Project management for the duration of Stage 1
- Evaluation of alternatives for water treatment improvements and other elements of the Project that affect construction and life cycle costs, Contract performance, and Agency goals for the Project
- Conceptual and a significant degree of detailed design of the MRWTP improvements, including technology selection and equipment and materials specification; the MRWTP improvements design criteria shall ensure compliance with the Performance Requirements as described in Appendix B of this RFP
- Preparation of a BDR and sufficient process and instrumentation diagrams (P&IDs), site plans, floor plans, specifications and other supporting documents to facilitate preparation of a Stage 2 Proposal
- The BDR shall include a Temporary Operations Plan that describes the Design-Builder's approach for making sure that the MRWTP remains operational and meets all water quality regulatory requirements during construction. The Temporary

Operations Plan shall also describe the measures that the Design-Builder will implement to maintain the safety of the O&M staff and to provide access to the operating facilities.

- Advising the Agency and facilitating Agency participation in all material decision making about the Project as such decision making may affect the Project scope and value, including Agency participation in select meetings and communications
- Preparation of the modifications to the MRWTP's Supervisory Controls and Data Acquisition (SCADA) system.
- Cooperation with the Agency in its public outreach efforts
- Consideration of local community impacts as regards site design, environmental nuisances (e.g. noise), landscaping and lighting systems
- Compliance with the Agency's approved CEQA Mitigation Monitoring and Reporting Program
- Preliminary preparation of all necessary permit applications other than the water right and CEQA permit applications, and facilitation of regulatory agency approval of all permits that are Design-Builder's responsibility (Agency will sign permit applications, furnish permit application fees, and attend permitting coordination and review meetings with regulatory agencies as necessary)
- Pricing of equipment and materials, solicitation of bids, preparation of a Stage 2 Proposal, and negotiation of a Contract amendment for Stage 2
- Preparation of unified sets of plans and specifications for use by the Agency to solicit competitive bids for construction of the Facilities if Design-Builder's performance is unsatisfactory, Contract amendment negotiations for Stage 2 are unsuccessful, or the Design-Builder otherwise fails to perform under the terms of the Contract; it is anticipated in this event that Design-Builder shall assume responsibilities as the Engineer of Record and provide engineering services during construction by others

Additional description of certain Stage 1 services is provided in the following subsections.

3.2.1 Project Management

Project management will include preparing and submitting a project management plan to the Agency, coordinating all work of the Design-Builder's team members, providing quality assurance/quality control (QA/QC), advance-scheduling of the work and then adhering to the project schedule, providing routine communications, cost controls, invoices and progress reports, and conducting weekly progress review meetings with the Agency.

Schedule of work products: prepare a listing and schedule of work products requiring Agency review within 30 calendar days of Stage 1 Notice to Proceed. Include a minimum two-week review period for each submittal, and indicate both the draft and final submission dates.

Project management plan: prepare and submit 5 copies of a detailed project management plan within 30 calendar days of Stage 1 Notice to Proceed. At a minimum, this document shall contain the Stage 1 Scope of Services, project team organization, project communications protocol, directory of addresses and telephone numbers for project team members, budget control plan, QA/QC program, critical path method (CPM) schedule for Stage 1 activities, and document control procedures.

Progress review meetings: schedule and conduct weekly progress review meetings with Agency and Agency's representatives at Agency offices or via conference call if agreed by the Agency. Generate and distribute draft meeting minutes within five business days of each meeting for review by attendees, and final minutes that incorporate review comments. Distribute meeting agendas at least two business days prior to each meeting date. Other documents requiring Agency review prior to the meeting shall be submitted at least two weeks in advance.

Schedule updates: update the Stage 1 schedule at least monthly, comparing actual progress to the originally proposed schedule and identifying any necessary corrective measures.

Monthly payment requests and progress reports: Prepare monthly invoices in accordance with actual progress and drawdown schedule and a monthly progress report to accompany each invoice for the previous month's work. Progress reports will review major work activities and budget and schedule status by task, summarizing work hours by task for the invoice period, and document progress made during the past month, accomplishments, and a look-ahead to the next month's progress goals.

QA/QC program: Institute and maintain QA/QC program for the Stage 1 services. To ensure objectivity, senior members of the Design-Builder's project team who are not directly involved in the project will perform QA/QC for each work product prior to submission to the Agency.

Coordination: coordinate with permitting agencies and other consultants as necessary. Permitting agencies are identified in Table 2-2. Design-Builder shall provide meetings minutes to Agency within five business days of each meeting with permitting agencies.

Document management system (DMS): in addition to maintaining an internal filing system for all project-related documents, launch and maintain an internet-based electronic DMS (e.g., ViewPoint, ProjectWise by Bentley Systems, an access-restricted FTP site, etc.) to provide efficient and complete uploading and retrieval of project-related documents. Pertinent documents uploaded into the DMS will include letters, memoranda, reports, meeting handouts and minutes, presentations, calculations, drawings, specifications, telephone conversation logs, invoices and other appropriate written or graphical documents related to the project. Provide links and search functions indicating where the documents are located within the DMS. Provide training for Agency personnel that will have access to the DMS.

3.2.2 Basis of Design Report

In preparing the BDR, Design-Builder shall review the background documents in the Agency website and other pertinent information, evaluate alternatives, and potentially conduct bench-scale and/or pilot testing of water treatment technologies.

The evaluation of alternatives will include water treatment technologies, other water treatment plant (WTP) equipment and electromechanical systems, and other elements of the Project that affect the construction and life cycle costs, Contract performance, and Agency goals for the Project, and therefore, the evaluation should precede BDR preparation. Two workshops are anticipated to review the Design-Builder's findings and achieve consensus with the Agency as regards the evaluation of alternatives and the recommendations for incorporation into the BDR.

The BDR will define the overall Project goals and design intent and the detailed design criteria for all project components, systems and subsystems such as:

- Average and range of pertinent water quality parameters and chemical dosages
- Anticipated unit process flow rates and chemical storage requirements
- Water treatment equipment capacities and related design criteria
- Foundation, structural and architectural design criteria
- SCADA system modifications
- Electrical power supply and distribution modifications
- Preliminary site layout(s)
- Permitting requirements
- Preliminary description of operations

The use of outline and tabular formatting for most of the BDR is encouraged to facilitate understanding of the design intent and the logic of design calculations without requiring Agency reviewers to read extensive text. BDR appendices will include the evaluation of alternatives summary report identifying the preferred alternative(s) for WTP equipment and electromechanical systems, and other elements of the Project that affect the construction and life cycle costs, Contract performance, and Agency goals for the Project.

Design-Builder shall provide a construction cost estimate with each iteration of the BDR.

3.2.3 Field Investigations

The results of the field investigations will affect the evaluation of alternatives and BDR preparation as described in previous subsections of this RFP.

Topographic surveying: provide topographic surveying services as necessary for design of the Facilities. Design-Builder will review the Agency's legal descriptions and mapping of the M R WTP site, establish vertical and horizontal controls, conduct field surveying as necessary to prepare Stage 1 work products and complete the final design and construction of the Facilities during Stage 2.

Subsurface investigation: conduct research to identify existing utilities, verify as-built locations, and determine utility locations throughout the project sites.

Design-Builder will conduct potholing if necessary to locate buried infrastructure, and drill borings to characterize subsurface conditions at the Project site to supplement the background

documents as necessary for Stage 1 activities and final design. Design-Builder also will prepare boring logs, collect samples for visual examination, classification, and laboratory testing to evaluate pertinent engineering properties of the subsurface materials, and summarize the results and the associated engineering analysis in a written report by a Geotechnical Engineer to include:

- Vicinity map and site plan with approximate boring locations
- Test boring logs
- Laboratory test results
- Assessment of existing geological and geotechnical conditions
- Discussion of geological hazards
- Geotechnical and seismic design criteria
- Estimation of groundwater quality and trench dewatering volumes (Section 3.2.3)

Include the Geotechnical Report as an appendix to the BDR.

Corrosion protection analysis: Evaluate corrosion potential and corrosion prevention requirements for buried infrastructure, collecting and reviewing relevant information, performing site investigations, collecting soil samples for laboratory analysis, and evaluating potential electrical coupling and stray current interferences. Compile background information, analysis results, and design recommendations in an appendix to the BDR.

3.2.4 Permitting and Related Services

Many of the permitting requirements pertain to construction and operation of the Facilities and therefore, are not applicable until Stage 2. Nevertheless, the Design-Builder will coordinate with the appropriate regulatory agencies, resolve permitting issues identified in Stage 1, and prepare a schedule and action plan for obtaining all permits that are required to construct and operate the Facilities. Some of the regulatory agencies, such as the DDW, will appreciate early and regular consultation about the Project design.

Design-Builder shall incorporate mitigation measures and restrictions from the CEQA Initial Study/MND and the Mitigation Monitoring and Reporting Plan for the Project into the BDRs and permitting action plan as applicable.

3.2.5 Stage 1 Design Packages

Design-Builder is expected to prepare the Stage 1 Design Package with sufficient scope and budget to develop a Stage 2 Proposal and negotiate a Contract amendment for Stage 2 including a guaranteed maximum price (GMP) and contract time. Final design is not required in Stage 1, and the Agency is not dictating the breakdown, content and format of the Stage 1 design packages. Breakdown by trade, work area, or other arrangement is at the Design-Builder's discretion. Nevertheless, it is anticipated the Design-Builder will finalize the BDR and use the results of the field investigations to prepare sufficient plans, specifications and other supporting documents in the design package to facilitate Agency review and understanding of the design intent.

Thorough understanding of the design package is critical for negotiation of a Contract amendment for Stage 2.

Design-Builder shall prepare drawings using the latest edition of AutoCAD. Stage 1 design packages will contain plans, sections, elevations and applicable details including:

- Drawing index(ices)
- Standard details for each discipline
- Civil site layouts and grading, paving, and outside piping plans and sections
- Exterior lighting plans
- Structural and architectural plans, sections and elevations
- Process schematics and mechanical plans and sections
- Power transmission and distribution system plans and elevations
- Single-line diagrams
- SCADA system architecture, P&IDs and block diagrams
- Reference drawings

The Agency recognizes that Staged Design/Build does not entail a traditional design, and therefore, is not dictating the breakdown, content and format of Stage 1 specifications. As a minimum, Design-Builder shall provide a listing and catalog cuts of anticipated sole-source and any unusual equipment, and a summary of design and performance criteria for all equipment and materials.

The Stage 1 design package will incorporate mitigation measures adopted by the Agency in accordance with the CEQA IS/MND and its Mitigation Monitoring and Reporting Plan, and other permit compliance requirements.

Design-Builder shall provide a construction cost estimate with each iteration of the Stage 1 design package. The complete Stage 1 design package will constitute the last technical submittal during Stage 1, and the anticipated level of design completion is 65 percent. In case of the Agency taking the Stage 1 off-ramp (Section 3.4), a reorganization of the Stage 1 design packages, supplemented by draft technical specifications, will constitute the 65 percent submittal (Appendix C).

3.2.6 Major Milestones

Major milestones and related work products for Stage 1 are summarized in Table 3-1.

Table 3-1. Stage 1 Milestones

Milestone	Work Products
10 percent design completion	Schedule of work products and project management plan (Section 3.2.1) and initial evaluation of alternatives and design criteria (Section 3.2.2 and Section 3.2.3)
25 percent design completion	Document management system (Section 3.2.1) and draft BDR (Section 3.2.2 and Section 3.2.3, respectively)
50 percent design completion	Final BDR (Section 3.2.2 and Section 3.2.3, respectively), incorporating results of field investigations (Section 3.2.4) and initial design package (Section 3.2.7)
Stage 2 Proposal with 65 percent design completion	Permitting action plan (Section 3.2.6), Initial and Final Acceptance testing plan (Section 3.2.6), and complete Stage 1 design package (Section 3.2.7)

The listing of major milestones and related work products in Table 3-1 does not preclude the Design-Builder from scheduling and submitting additional and/or interim work products.

3.3 STAGE 2 PROPOSAL

Using the Stage 1 work products, Design-Builder shall obtain pricing for equipment and materials and solicit bids for construction of the Facilities in accordance with the Contract. Design-Builder then shall prepare and submit twelve (12) copies of the Stage 2 Proposal based on the bidding and pricing results for Agency review. Stage 2 Proposal shall encompass final design, permitting, equipment and materials procurement, physical construction of the Project, engineering design support during construction, construction management, start-up, acceptance testing and any additional contracted services for the duration of the project. It shall contain a resource-loaded construction schedule, Substantial and Final Completion dates, and the Agency-approved Initial and Final Acceptance testing plan. Agency will advise Design-Builder in advance whether the Stage 2 Proposal should include an allowance for other fixtures and equipment.

Stage 1 services will conclude upon the Design-Builder's meeting with the Agency to discuss the Stage 2 Proposal, making agreed upon revisions to the Stage 2 Proposal, and submitting twelve (12) copies of the final Stage 2 Proposal within one month after the review meeting with the Agency. The final Stage 2 Proposal shall specify the GMP and contract time for Stage 2 based on the bidding and pricing results and the Design-Builder's fees for final design, permitting, equipment and materials procurement, physical construction of the Project, engineering design support during construction, construction management, start-up, acceptance testing and any additional contracted services for the duration of the Project.

3.4 STAGE 1 OFF-RAMP

If the Agency and Design-Builder fail to reach an agreement for a Contract amendment for Stage 2, the Agency may require completion of unified sets of plans and specifications for use by the Agency to solicit competitive bids for traditional construction of the Project. In

such circumstance, Design-Builder will assume responsibilities as the Engineer of Record, including the provision of engineering services during construction, and provide other traditional engineering services as summarized in Appendix C through an alternative Contract amendment.

Alternatively, the Agency may use the BDR, supporting documents, bidding and pricing results, and other Stage 1 work products to negotiate a similar contract with another contractor.

3.5 STAGE 2 SERVICES

Stage 2 services are not in the current Scope of Services but are summarized in this subsection to assist Qualified Respondents in understanding the Stage 2 scope of work that is contingent on satisfactory performance of Stage 1 services and successful negotiation of a Contract amendment for Stage 2. The following activities are encompassed by Stage 2:

- Provision of comprehensive QA/QC plan for Stage 2
- Completion of final design packages as necessary for physical construction of the Facilities
- Completion of permitting services including obtainment of operating permits
- Procurement of equipment and materials separately from construction contracts as necessary to achieve project delivery schedule
- SCADA system modifications
- Cooperation with the Agency in its public outreach efforts
- Compliance with all permitting terms and conditions
- Compliance with all environmental mitigation requirements
- Site safety and security during construction including coordination of site visits
- Completion of start-up and all required acceptance tests, including provision of chemicals and utilities during start-up
- Preparation of an operations and maintenance (O&M) manual (a compilation of equipment manufacturers' maintenance manuals), as-built drawings and other project documentation in searchable Adobe Acrobat format; as-built drawings also provided on Mylar sheets and in AutoCAD files
- Preparation of a separate Operations Manual for submission to DDW to amend the Agency's Domestic Water Supply Permit
- Training of the Agency-designated and licensed O&M workforce to explain the Facilities design intent, the Operations Manual, the equipment manufacturers' recommendations
- Completion of the project within the GMP and contract time and in accordance with all Contract requirements

Design-Builder shall prepare the final design package as necessary to facilitate permitting and construction of the Facilities, and notify the Agency of any deviations from the approved

Stage 1 work products. Agency shall review the final design package and construction/procurement submittals to confirm such conformance.

Design-Builder shall use the Stage 1 work products to procure all necessary equipment and materials for construction of the Project.

Design-Builder shall use the preliminary permitting information from Stage 1 and supplemental documentation to prepare complete applications for all necessary permits for construction of the Project. Design-Builder shall track the permitting applications and proactively work with the permitting agencies to facilitate approval, respond to agency questions, and provide supplemental information as requested by the permitting entities.

Design-Builder shall provide office and on-site Construction Management services, including an on-site Construction Manager to direct all field activities, provide all project engineering and quality control during construction, maintain construction schedule, document progress including a photographic record, pay invoices, and construct the Project in accordance with the Contract amendment and supporting documents.

Design-Builder shall be responsible for controlling the quality of the work in accordance with the Agency-approved QA/QC plan and furnishing all necessary field inspection, materials testing, and surveying services to ensure that the work conforms to the approved Stage 1 work products and final design packages. Design-Builder will submit inspection reports, material and soil compaction certificates, and records of survey to document conformance.

The Agency and its agents will conduct regular inspections throughout construction to ensure that the work is completed in accordance with the approved Stage 1 work products, final design packages, and Contract amendment for Stage 2.

Design-Builder shall prepare and deliver conformed as-built drawings in both electronic and hard copy formats.

The Agency is planning a one-year Commissioning Period for the Project to make sure that the MRWTP can perform adequately and reliably for at least a 12-month period of variable raw water quality and finished water demands.

The Facilities must pass two acceptance tests: an Initial Acceptance Test as part of and as a condition of Substantial Completion and a Final Acceptance Test as part of and as a condition for Final Acceptance and Completion. The Design-Builder shall conduct the Initial Acceptance Test after certifying to the Agency that the Design-Builder is ready for the test, and the Design-Builder is in compliance with the applicable terms of the Contract. Readiness means that the Facilities can produce potable water in compliance with Applicable Law and the terms of the Contract including the Performance Requirements (i.e. all necessary equipment is operable, and the equipment manufacturers have certified that the equipment was properly installed and tested in accordance with manufacturer recommendations).

Construction to the point of final completion and acceptance is not necessary for the Initial Acceptance Test. For example, non-operating components such as landscaping of some equipment are not critical to Substantial Completion and the Initial Acceptance Test. Therefore, continued

construction to the point of final completion is acceptable after the Initial Acceptance Test as long as such construction does not affect compliance with the Performance Requirements.

The Final Acceptance Test shall demonstrate compliance with the Performance Requirements after 12 months of operation by the Agency (i.e. Commissioning Period). The Final Acceptance Test shall duplicate the Initial Acceptance Test except for an additional requirement for Final Acceptance, which is a demonstration that the Facilities met the contractual requirements for electricity and chemical use and sludge generation throughout the Commissioning Period.

Design-Builder shall perform all acceptance testing for the Project and prepare and submit acceptance test reports for Initial and Final Acceptance Testing (potentially by third-party consultant(s)) as specified in the Contract amendment. The Agency will not accept the Project until the Design-Builder furnishes an acceptable Final Acceptance Test report. Furthermore, the Agency will not accept the Initial and/or Final Acceptance Test results until the Agency and Design-Builder obtain any necessary regulatory agency approvals of the test results.

In preparation for the Project start-up and Initial Acceptance test, the Design-Builder shall provide sufficient training of the Agency-designated and licensed O&M workforce to explain the Project design intent, the Operations Manual, and the equipment manufacturers' recommendations. The Agency then will operate and maintain the Project during the Initial Acceptance test, the one-year Commissioning Period, the Final Acceptance test and thereafter. The intent of the Commissioning Period is to demonstrate that the Facilities can meet the Performance Requirements for a complete one-year cycle of variable raw water quality and Finished Water demand.

Design-Builder also shall provide:

- Complete O&M manual, including separate Operations Manual as needed to amend Agency's Domestic Water Supply Permit
- Spare parts inventory in accordance with Contract

Working with the Agency-designated O&M workforce, Design-Builder shall complete activities to achieve Final Acceptance, including successfully conducting the Final Acceptance Test. The Agency's anticipated assignment of a licensed O&M representative to participate in Stage 2 will not alleviate the Design-Builder's responsibilities as defined in the Contract.

Design-Builder shall complete all repairs and replacements to equipment, materials, structures and other improvements constituting the Facilities as necessary during the Commissioning Period to complete the Final Acceptance Test. Such responsibility is not diminished by any equipment manufacturer warranties that expire during the Commissioning Period. Design-Builder may assume the Agency has provided adequate O&M during the Commissioning Period. The Agency will fund any repair and replacement that is required due to Agency negligence.

Except as excused by Agency fault, Design-Builder shall design and construct Facilities that can continuously operate (uninterrupted 24 hours per day, seven days per week) in accordance with the Performance Requirements as specified in the Contract. Liquidated damages may be assessed by the Agency if the design and construction result in Facilities that cannot achieve the Performance Requirements.

The finished water quality at the MRWTP compliance point must comply with the standards of Applicable Law, including State and federal drinking water regulations promulgated prior to execution of the Contract amendment for Stage 2, and certain enhanced standards as defined in Appendix B of this RFP. Compliance with State and federal drinking water regulations promulgated after execution of the Contract amendment for Stage 2 may necessitate a Change Order.

Facilities also shall meet noise, odor and other environmental limits, power factor requirement, and chemical, energy and utility use factor requirements as specified in the Performance Requirements (Appendix B) and as required by Applicable Law.

*****END OF SECTION*****

SECTION 4. PROPOSAL CONTENT

4.1 GENERAL

Qualified Respondents are invited to submit Stage 1 Proposals comprising three elements: technical proposal, cost proposal, and requested revisions to draft Contract. Except for material changes since submission of the SOQs, Qualified Respondents are not required to repeat their qualifications information in their Proposals. The Agency will consider the previously submitted SOQs together with the Proposals during the evaluation and selection process (Section 5).

Qualified Respondent may not change their proposed team or key management personnel as indicated in the previously submitted SOQ without approval from the Agency, and only if the Agency in its sole discretion judges the Respondent to remain qualified after such changes. Unapproved changes could disqualify the Respondent from further consideration. Furthermore, the Agency will require the Design-Builder to provide acceptable qualifications information about proposed subcontractors in the Stage 2 Proposal, and will determine the extent and format of such information in consultation with the Design-Builder during preparation of the Stage 2 Proposal.

4.2 GENERAL INSTRUCTIONS

4.2.1 Submission of Proposals

One original and 12 paper copies of the Proposal must be received by January 9, 2015, no later than 5:00 p.m. local time (Submission Due Date and Time). The original Proposal must be submitted unbound and marked "Original" in a separate, sealed envelope or container identifying it as the original document. In addition, the Proposal package shall be submitted as Adobe files on compact disk (CD) attached to the original. In case of discrepancies, the original Proposal will prevail. The entire Proposal (original, CD(s) and 12 paper copies) should be placed in a package (or set of packages marked 1 of __, 2 of __, etc.), labeled on the outside with the Qualified Respondent's name, address, telephone number, Proposal title, and Submission Due Date and Time.

Proposals shall be submitted to the attention of the Agency Contact Person. Qualified Respondents are responsible for informing any commercial delivery service, if used, of all delivery requirements and for ensuring that the required labeling information appears on the outer wrapper or envelope used by such service. The Agency is not responsible for Proposals that are delinquent, lost, mislabeled, sent to an incorrect address, or sent by mail or courier service and not received by the Agency.

4.2.2 Modified Submissions

Qualified Respondent may submit a modified Proposal to replace all or any portion of a previously submitted Proposal until and including the Submission Due Date and Time. Only the latest version of the Proposal will be considered and evaluated by the Agency.

4.2.3 Late Submissions

Proposals and/or modifications received after the Submission Due Date and Time may not be accepted or evaluated in the Agency's sole discretion.

4.2.4 Withdrawal from Selection Process

Qualified Respondent may withdraw a submitted Proposal prior to the Submission Due Date and Time by delivering a written request to the Agency Contact Person by the Submission Due Date and Time. Such withdrawal will not prejudice the Agency against the Qualified Respondent as regards future opportunities to work with the Agency.

4.2.5 Postponement/Cancellation of RFP

The Agency may, at its sole and absolute discretion, re-advertise the RFP, postpone or cancel the Qualified Respondent selection process at any time, waive any minor irregularities in this RFP or in the Proposals, or reject any and all or parts of any and all Proposals.

4.3 REQUESTS FOR CLARIFICATION AND ADDENDA

Qualified Respondent may request clarification and additional information by submitting such requests in writing (email or letter) to the Agency Contact Person no later than October 24, 2014. Requests must contain the RFP name, Qualified Respondent's name, address, telephone number, and email address.

The Agency will endeavor to issue responses to inquiries and any other corrections or changes it deems necessary in written addenda by October 31, 2014.

Qualified Respondent should not rely on any representations, statements, or explanations other than those made in this RFP or in any written addenda to this RFP. In case of conflicts between the RFP and any addenda, the last addendum that addresses that specific issue will prevail.

4.4 PROPOSAL CONTENT AND FORMAT

The Agency prefers clear and concise Proposals without excessive or irrelevant information. To ensure submission of a complete and responsive Proposal, Qualified Respondents are encouraged to include the content and use the format described in the following subsections.

4.4.1 Cover Letter

Qualified Respondent shall include a cover letter along with notarization and Certificate of Authorization as part of the Proposal package, using the form in Appendix D as a template. Cover letter including notarization and Certificate of Authorization is limited to 5 pages.

4.4.2 Technical Proposal

The technical proposal is to include a clear statement of the Qualified Respondent's understanding of the RFP, briefly describing the Proposal and summarizing how the Qualified Respondent intends to satisfy the requirements of the RFP and draft Contract. It also will describe the Qualified Respondent's intended approach toward providing the Scope of Services described in Section 3 of this RFP and otherwise accomplishing Stage 1 and achieving the Agency's goals

for the Project. Qualified Respondent shall describe Stage 1 procedures for the alternatives evaluation, BDR preparation, project management, QA/QC, permitting and other services described in Section 3 of this RFP.

The Agency is seeking a competent and compatible project team for Stage 1 and ideally continuing into Stage 2 and desires mutual benefits for both parties working in a team partnership environment. Technical proposal shall describe the Qualified Respondent's plan for providing a team partnership environment and how the proposed approach will provide benefits to both parties including but not limited to: reduced bureaucracy and costs, clear communications, safe work environment, reduced stress, increased productivity, and improved morale.

Agency review of work products is an essential part of the working relationship with the Design-Builder. Technical proposal shall describe communications methods and tools to facilitate Agency review of work products at key milestones to ensure that the completed Facilities meet the Agency's requirements for performance and quality.

Technical proposal also shall present the technical aspects of the proposed plan to complete Stage 1. It shall contain sufficient technical information to convey a clear understanding of the Stage 1 Scope of Services and the proposed approach toward developing Project design criteria for the Agency to ascertain the Qualified Respondent's ability to perform under Contract. Technical proposal shall explain the rationale behind the Qualified Respondent's intended approach to accomplish Stage 1, including a description of the benefits to the Agency.

Technical proposal shall describe the Qualified Respondent's approach for making sure that the MRWTP remains operational and meets all water quality regulatory requirements during construction. That approach shall also describe the measures that the Qualified Respondent's will implement to maintain the safety of the O&M staff and to provide access to the operating facilities.

Technical proposal also shall describe Qualified Respondent's approach toward defining components of the Project not directly related to water treatment, including but not limited to civil/site work, structural design (including seismic), power supply, electrical power distribution, and SCADA system. Provide rationale and design philosophy for major systems with reference to Table 2-1 of this RFP.

Technical proposal shall contain a definitive schedule for Stage 1 and a preliminary schedule for Stage 2, clearly defining all major tasks, milestones, and interdependencies. Stage 1 schedule shall clearly identify Stage 1 Milestones (Section 3.2.8). Furthermore, a single summary sheet shall indicate:

- Proposed contract time for Stage 1 in calendar days from Notice to Proceed to the point of submitting a final Stage 2 Proposal
- Preliminary schedule for Stage 2 in calendar days from Notice to Proceed to the point of achieving Substantial Completion
- Preliminary schedule for Stage 1 off-ramp in calendar days from Notice to Proceed to the point of completing unified plans and specifications for traditional bidding and

construction, assuming Design-Builder has completed Stage 1 to the point of submitting a Stage 2 Proposal prior to the Agency electing to take the off-ramp

Technical proposal is limited to 30 single-sided, 8½” by 11” narrative pages exclusive of the schedule and stand-alone graphics, which may fold out to 11” by 17” in length. Inclusion of preliminary design drawings in the Proposal is not required by the Agency, but is permissible and will not count against the page limit.

4.4.3 Cost Proposal

Qualified Respondent shall submit one original, unbound and marked “Original,” and 12 paper copies of the cost proposal for Stage 1 services in a separate sealed envelope together with the Proposal package. The cost proposal is required as a paper document only, and the CD(s) containing other Proposal content shall exclude the cost proposal.

A fee schedule shall define the names, job classifications, and billable hourly rates of all proposed team members including subcontractors that will perform Stage 1 services. The 2015 hourly rates shall incorporate costs of accounting, taxes, overhead, profit, subcontractor markups, and other administrative costs (i.e. bundled rates). Fee schedule also shall identify anticipated hourly rate increases for 2016.

Cost proposal shall provide a detailed breakdown of the proposed services by subtask in accordance with the proposed Scope of Services (Section 3), including additional recommended subtasks at Qualified Respondent’s discretion. Cost proposal shall identify the proposed labor hours for each subtask by job classification and the corresponding cost, labor hour and cost subtotals by subtask and task, and overall totals for all proposed Stage 1 services.

Cost proposal shall contain several components, as summarized in Table 4-1. A lump sum Stage 1 fee shall apply to the entire Stage 1 Scope of Services as described in Section 3 and elsewhere in this RFP. Two lump sum fees shall apply to the Stage 1 off-ramp Scope of Services as described in Appendix C of this RFP, assuming the Design-Builder has completed Stage 1 to the point of submitting a Stage 2 Proposal prior to the Agency electing to take the off-ramp. The first Stage 1 off-ramp fee shall apply to the Scope of Services described in Appendix C of this RFP except for engineering services during construction, and the second Stage 1 off-ramp fee shall apply to engineering services during construction.

Table 4-1. Cost Proposal Components

Component	Description	Form
A	Stage 1 engineering fee	Lump sum dollar amount
B	First Stage 1 off-ramp fee	Lump sum dollar amount
C	Second Stage 1 off-ramp fee	Lump sum dollar amount
D	Stage 2 engineering fee	Lump sum dollar amount

Cost proposal shall clearly delineate the Qualified Respondent’s proposed fees on a single summary sheet.

Cost proposal also shall include a preliminary drawdown schedule for the proposed Stage 1 fee (not Stage 1 off-ramp fees) to align payment with progress and facilitate Agency financing of the Project. The drawdown schedule is negotiable during Contract negotiations. A future drawdown schedule will apply to Stage 2 in the Contract amendment.

4.4.4 Revisions to Draft Contract

Qualified Respondents are advised that the final Contract will embody the agreement between the Agency and Design-Builder. Upon execution, the Contract will completely and fully supersede all other agreements and understandings, including those contained in this RFP and the Qualified Respondent's Proposal. Therefore, Qualified Respondent should prepare Proposal, including proposed fees and Stage 1 contract time, based on the terms and conditions of the draft Contract as provided as Exhibit A. Qualified Respondent may submit requested revisions to the Contract as a component of the Proposal, and the Agency will consider such requests in evaluating the Proposals and selecting a preferred Qualified Respondent.

4.4.5 Changes to Respondent Team

Qualified Respondent may not change its proposed team or key management personnel as indicated in the previously submitted SOQ without approval from the Agency, and only if the Agency in its sole discretion judges the Respondent to remain qualified after such changes. Unapproved changes could disqualify the Respondent from further consideration.

To minimize the risk of disqualification, Qualified Respondents are encouraged to submit any proposed changes to their team or key management personnel in separate documentation to the Agency Contact Person, at least four weeks prior to the Proposal Submission Due Date and Time. The Agency will consider the proposed change and advise the Respondent as regards acceptability. If the Agency determines the proposed change is unacceptable, the Respondent will have opportunity to propose an alternate until two weeks in advance of the Proposal Submission Due Date and Time. Unacceptable changes as of and after the Proposal Submission Due Date and Time may result in disqualification.

*****END OF SECTION**

SECTION 5. PROPOSAL EVALUATION

5.1 GENERAL

The Agency will evaluate the Stage 1 Proposals based on the criteria set forth in this Section 5.

The purpose of this Section 5 is to give the Qualified Respondents a general indication of the Proposal evaluation criteria. A specific breakdown of importance factors is not available at this time, and the Agency may use more specific criteria during the Proposal evaluation. Refer to Section 1.10 of this RFP as regards Agency rights and options.

The Agency may in its sole discretion issue a written request for clarification to some or all Qualified Respondents for the purpose of clarifying any ambiguities in the Proposal(s) and additional information which the Agency deems necessary to complete the Proposal evaluation. Furthermore, the Agency may in its sole discretion conduct additional due diligence investigations as regards any information contained in the Proposals and SOQs.

It is the Agency's intent to enter into a Contract with the successful Qualified Respondent, but the Agency reserves the right to negotiate all terms and conditions, including scope of services and cost, with the preferred Qualified Respondent. As part of the contract negotiation process, the Agency will request a detail cost proposal from the preferred Qualified Respondent

5.2 PROPOSAL EVALUATION CRITERIA

The following Proposal evaluation criteria will apply to the Stage 1 Proposal evaluation. The order of the listed criteria is not indicative of priority, weighting or importance. Nevertheless, Qualified Respondents are encouraged to consider the listed criteria in preparing their Proposals.

Proposal evaluation criteria include but are not limited to:

- Respondent/team qualifications as provided in previously submitted SOQ and possibly modified in separate documentation (Section 4.5.5)
- Technical qualifications as provided in previously submitted SOQ and possibly modified in separate documentation (Section 4.5.5)
- Financial qualifications as provided in previously submitted SOQ and possibly modified in separate documentation (Section 4.5.5)
- Conformance to RFP requirements, clarity and completeness
- Qualified Respondent's knowledge and understanding of Agency goals and expectations for Stage 1 and the Project
- Qualified Respondent's approach toward developing design criteria, defining the Facilities, and preparing a Stage 2 Proposal
- Qualified Respondent's approach and Scope of Services for execution of Stage 1 in consideration of cost, environmental, regulatory, water quality, and other technical and non-technical issues

- Qualified Respondent's knowledge and understanding of potential hurdles in successfully executing Stage 1, strategy to overcome such hurdles, and logic of proposed schedule for Stage 1
- Qualified Respondent's proposed fees, Stage 1 contract time, and preliminary schedules
- Qualified Respondent's acceptance of draft Contract terms and conditions as provided in Exhibit A

5.3 PROPOSAL EVALUATION PROCESS AND SCHEDULE

The Agency will review and evaluate the Proposals and SOQs to determine the preferred Qualified Respondent for Contract negotiations based on the evaluation criteria. If negotiations fail, the Agency will terminate negotiations with the preferred Qualified Respondent and negotiate with the next preferred Qualified Respondent. The selection process is schematically represented in Figure 5-1.

Proposal evaluation will commence the business day after the Submission Due Date and Time and conclude within approximately three weeks unless the Agency in its sole discretion extends the schedule to request clarifications or conduct additional due diligence.

The Agency may choose to visit a reference project(s) and may require in-person presentation(s) by Qualified Respondent(s) to gain a better understanding of the Proposal(s) and SOQs and to address any issues of concern.

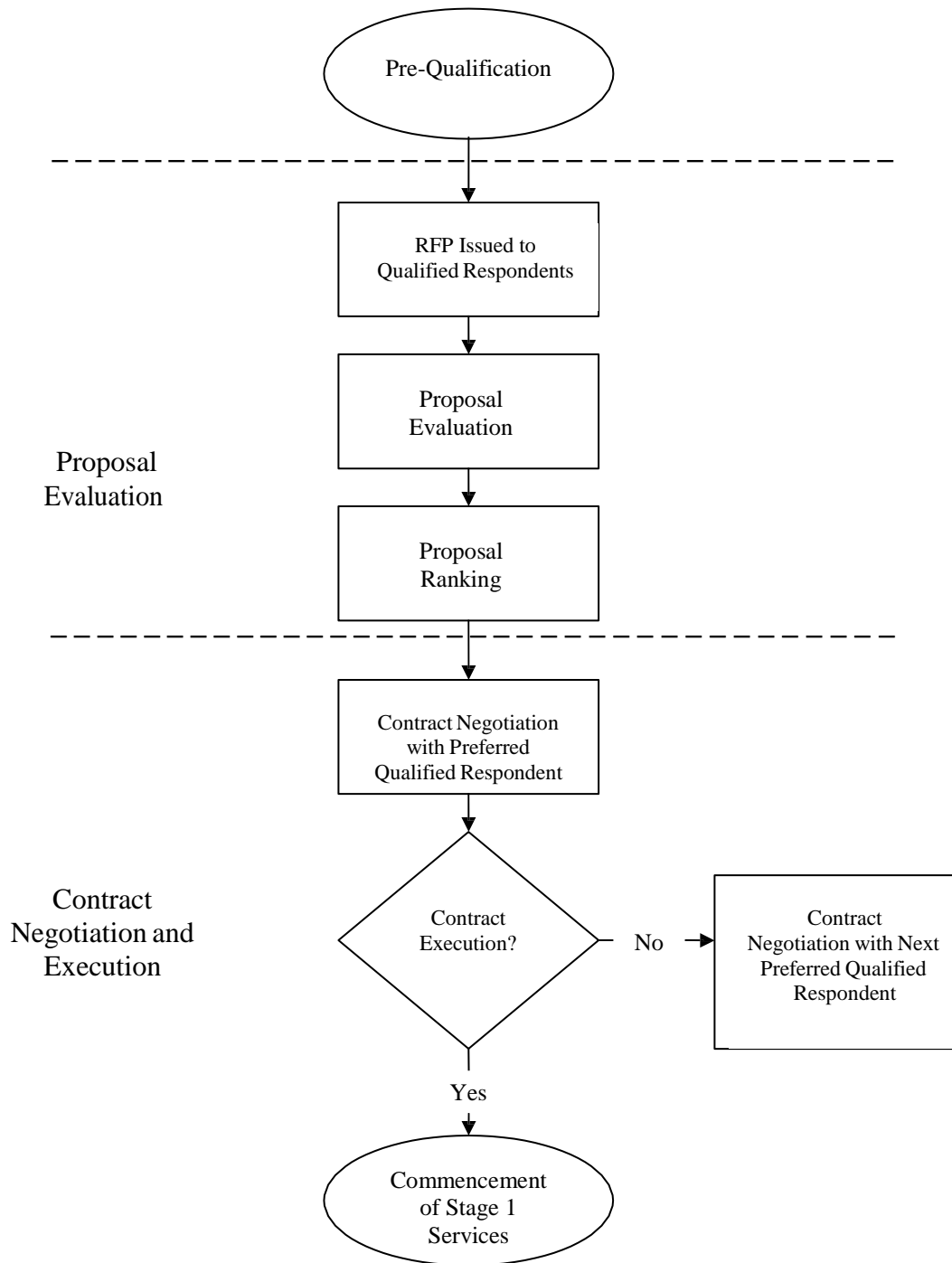
The anticipated schedule for proposal evaluation and Contract negotiation is summarized in Table 5-1. In the case of unsuccessful negotiation of a Contract with the first preferred Qualified Respondent, the Agency will attempt to negotiate with the next preferred Qualified Respondent, extending the schedule accordingly.

Table 5-1. Proposal Evaluation Schedule

Activity	Start Date	Completion Date
Proposal Preparation	November 26, 2014	January 9, 2015
Proposal Evaluation	January 12, 2015	January 27, 2015
Contract Negotiation	January 28, 2015	February 18, 2015
Stage 1 Notice to Proceed ^(a)	February 25, 2015	—

^(a) Business day after Agency Board approval of Contract.

Figure 5-1. Qualified Respondent Selection Process



END OF SECTION

APPENDIX A

Definitions

“Acceptance” means approval by the Agency that the Design-Builder has successfully performed the Initial and Final Acceptance Tests and successfully met all conditions of Acceptance for the Facilities as specified in the Contract.

“Acceptance Test” means the test for Initial and Final Acceptance of the Facilities.

“ASTM” means the American Society for Testing and Materials.

“AWWA” means the American Water Works Association.

“ADA” means the Americans with Disabilities Act.

“Applicable Law” means: (1) any federal, state or local law, code, regulation or consent order or agreement having the force of law; (2) any formally adopted and generally applicable rule, requirement, determination, standard, policy, implementation schedule or order of any governmental or regulatory agency having appropriate jurisdiction; (3) any established interpretation of law or regulation utilized by an appropriate governmental or regulatory agency if such interpretation is documented by such governmental or regulatory agency and generally applicable; (4) any governmental or regulatory agency approval, in each case applicable from time to time: (a) to the siting, permitting, design, acquisition, construction, equipping, financing, ownership, possession, start-up, testing, operation, maintenance, repair, replacement or management of the Facilities; (b) to the supply, treatment or delivery of finished water; (5) consistent with Section 11 of Section 00800-Supplemental Conditions.

“BDR” means Basis of Design Report.

“CEQA” means the California Environmental Quality Act.

“Change Order” means a written order of the Agency authorizing and approving a change in the scope of work in accordance with the terms of the Contract.

“Chemical Use Standard” means the quantity of each chemical used per million gallons of finished water produced annually.

“Agency” means the South Feather Water and Power Agency.

“Agency Contact Person” means the exclusive point of contact for Qualified Respondents to communicate with the Agency and its consultants.

“Agency Board” means the Board of Directors of the South Feather Water and Power Agency.

“Commissioning Period” means the period of time from Initial Acceptance to Final Acceptance.

“Confidential” means known or conveyed to a select group of people.

“CSI” means Construction Specifications Institute.

“Design-Builder” means the private entity that will execute the Contract with the Agency.

“Contract” means the agreement(s) executed between the Agency and the preferred Qualified Respondent for the performance of the requested services.

“CPM” means critical path method.

“DDW” means the California State Water Resources Control Board’s Division of Drinking Water Programs.

“Design/Build” means the completion of a project with all design and construction services provided by a single entity.

“DMS” means Document Management System as described in Section 3.2.1 of this RFP.

“Energy Use Standard” means the quantity of electricity and/or natural gas used per million gallons of finished water produced annually.

“Engineer of Record” means the engineer or engineering firm that prepared the design.

“Environmental/Nuisance Abatement” has the meaning as set forth in the RFP.

“EPA” means the United States Environmental Protection Agency and any successor agency.

“ESA” means Environmental Site Assessment.

“Facilities” means the raw water pipeline, the water treatment plant, and the finished water pipeline connecting to the distribution system.

“Final Acceptance” means approval by the Agency that the Contractor has successfully performed the Final Acceptance Test and successfully met all conditions of Final Acceptance as specified in the Contract.

“Final Acceptance Date” means the date on which the Final Acceptance of the Facilities occurs or is deemed to occur.

“Final Acceptance Test” means the test for Final Acceptance of the Facilities.

“Final Design” means sufficient design to construct the Facilities.

“Finished Water” means potable water that is produced by the Facilities and meets the Performance Requirements specified in the Contract.

“HVAC” means heating, ventilation and air conditioning.

“Initial Acceptance” means approval by the Agency that the Design-Builder has successfully performed the Initial Acceptance Test and successfully met all conditions specified by the Contract.

“Initial Acceptance Date” means the date on which the Initial Acceptance of the Facilities occurs or is deemed to occur.

“Initial Acceptance Test” means the test for Initial Acceptance of the Facilities.

“Maintenance” means the routine and recurring activities required or recommended by the equipment manufacturers and consistent with good industry practice to maximize the service life of equipment and materials comprising the Facilities.

“MGD” means millions of gallons per day.

“Milestone” means a principal event, an intermediate completion point of a separately identifiable part of the work, or a period of time within which to complete a separately identifiable part of the work prior to Substantial Completion.

“Minimum Qualifications Criteria” are those criteria that the Agency used to qualify Respondents for receipt of the Request for Proposals.

“NEPA” means the National Environmental Policy Act.

“Notice to Proceed” means written notice from the Agency authorizing the start of work.

“O&M” means operations and maintenance.

“Operations Manual” means the description of plant operations consistent with the design intent as required by DDW.

“OSHA” means the Occupational Safety and Health Administration, U.S. Department of Labor.

“Performance Requirements” has the meaning set forth in this RFP.

“P&ID” means process and instrumentation diagram.

“Proposal” means a document submitted for consideration in response to the RFP.

“Qualified Respondents” means Respondents that were found to meet the Minimum Qualifications Criteria in response to the August 2006 RFQ.

“QA/QC” means quality assurance and quality control.

“Raw Water” means the untreated surface water.

“Residuals” means the liquid and solid waste (e.g. sludge) that is generated by operation of the Facilities.

“Residuals Disposal” has the meaning as set forth in this RFP.

“Respondent” means the entity that submitted a Statement of Qualifications in response to the April 2014 RFQ.

“RFP” or “Request for Proposals” means this Request for Proposals.

“RFQ” or “Request for Qualifications” means the request issued by the Agency in April 2014 to solicit Statements of Qualifications from Respondents seeking to qualify to receive this RFP.

“Scheduled Initial Acceptance Date” means the assigned calendar date for Initial Acceptance as written into the Contract.

“Scheduled Substantial Completion Date” means the assigned calendar date for Substantial Completion as written into the Contract.

“Scope of Services” means those services to be provided by the Design-Builder.

“Site” means the Agency property upon which the Design-Builder shall construct the Project.

“Stage 1” has the meaning as set forth in this RFP.

“Stage 1 Proposal” has the meaning as set forth in this RFP.

“Stage 2” has the meaning as set forth in this RFP.

“Stage 2 Proposal” has the meaning as set forth in this RFP.

“Statement of Qualifications” or “SOQ” means submissions that were received by the Agency in response to the April 2014 RFQ.

“Staged Design/Build” means a two-step design/build contract with Stage 1 involving initial design and preparation of a Stage 2 Proposal and Stage 2 involving final design and construction.

“State” means the State of California.

“SWRCB” means the State Water Resources Control Board.

“Submission Due Date and Time” has the meaning as set forth in this RFP.

“Substantial Completion” typically means compliance with all requirements of Contract and completion of all Work required by Contract to permit Owner’s full utilization of the Facilities for their intended use, after receipt of all necessary approvals from applicable governmental or regulatory agencies and subject only to completion of minor punch-list items. For the purpose of this RFP, Substantial Completion means that the Initial Acceptance Tests are complete, and the Facilities are functional in accordance with the Performance Requirements and available for Agency operation during the Commissioning Period.

“SCADA” means supervisory control and data acquisition system.

“Utilities” means any and all utility services and installations whatsoever (including gas, water, sewer, electricity, telephone, and telecommunications), and all piping, wiring, conduits, and other fixtures of every kind whatsoever related thereto or used in connection therewith.

“Warranty Period” means the time period during which warranty provisions apply.

“WTP” means water treatment plant.

“Watershed Sanitary Survey” has the meaning as set forth in Section 64665 of Article 7, Chapter 17 of the California Code of Regulations.

APPENDIX B

Performance Requirements

1.0 PURPOSE

This Appendix B sets forth the Performance Requirements for the Facilities. The Agency welcomes comments from Qualified Respondents regarding the potential benefit of relaxing certain Performance Requirements.

2.0 PERFORMANCE REQUIREMENTS

2.1 Water Treatment Requirements

The Design-Builder shall design and construct the Project to ensure compliance with Applicable Law including all primary and interim primary drinking water regulations promulgated by United States Environmental Protection Agency (EPA) and the California State Water Resources Control Board's Division of Drinking Water Programs (DDW) and considering any forthcoming additional EPA and DDW drinking water regulations. Furthermore, the finished water quality shall comply with the Water Treatment Requirements that are listed in Table B-1 of this Appendix B.

The Design-Builder shall design and construct the Project to ensure compliance with the recently promulgated Long Term 2 Enhanced Surface Water Treatment Rule (LT2ESWTR) and the Stage 2 Disinfectants and Disinfection Byproducts Rule (Stage 2 D/DBR). The Design-Builder shall design and construct the Project so that all backwash wastewater is recycled and not discharged into surface water (Miners Ranch Reservoir), thus eliminating or significantly amending the current National Pollutant Discharge Elimination System permit.

All analytical methods used by the Design-Builder to demonstrate compliance shall conform to DDW-approved analytical methods. In the event that a particular drinking water quality parameter does not have a DDW-approved analytical method, it is acceptable to use analytical methods that are currently approved by the EPA and/or contained in the latest edition of Standard Methods for the Examination of Water and Wastewater.

2.2 Regulatory Requirements

The Design-Builder shall design and construct the Project to ensure compliance with the following federal and state laws and regulations related to drinking water quality and the operation of water distribution systems:

- Safe Drinking Water Act of 1974
- Code of Federal Regulations Title 40, Part 141, National Primary Drinking Water Regulations

- Code of Federal Regulations Title 40, Part 143, National Secondary Drinking Water Regulations
- California Code of Regulations Title 17, Drinking Water Supplies
- California Code of Regulations Title 22, Chapter 15, Domestic Water Quality and Monitoring Regulations
- California Code of Regulations Title 22, Chapter 16, California Waterworks Standards
- California Code of Regulations Title 22, Chapter 17.5, Lead and Copper

2.3 Regulatory Capacity

Key Federal, State and local requirements discussed in this Appendix B are compared to actual data from MRWTP in Table B-1.

Table B-1 Key Federal, State, & Local Requirements vs. Actual Values for MRWTP		
Description	Required Value	Actual Value
Source Capacity	12.2 MG (MDD)	17.8 mgd (Daily Supply to Reservoir) 25.5 mgd (Daily Intake Pump Capacity) 14.5 mgd (Daily Plant Capacity)
Filtration Rate	6.0 gpm/sf	6 gpm/sf
Primary Disinfection		
<i>Giardia</i> removal/inactivation	3-logs	2.5-logs in conventional and 0.5-logs in disinfection, or 2-logs through in-line and 1-log in disinfection
Virus Removal/inactivation	4-logs	2-logs in conventional and 2-logs in disinfection, or 1-log through in-line and 3-logs in disinfection
<i>Cryptosporidium</i> removal/inactivation (assuming Bin 1)	3-logs	None
Secondary Disinfection	0.2 mg/L free chlorine residual	> 0.2 mg/L
Disinfection Byproducts		
Total Organic Carbon	<2.0 mg/L	0.6 mg/L
Total Trihalomethanes	80 µg/L LRAA	15.2 µg/L
Haloacetic Acids (5)	60 µg/L LRAA	15.8 µg/L
Lead and Copper Rule		
Lead 90 th Percentile	15 µg/L	6.4 µg/L
Copper 90 th	1.3 mg/L	0.58 mg/L
Storage Capacity	4 hours at Peak Hourly Demand = 2.2 MG	0.69 MG (Plant Clearwell) + 0.75 MG (2 MG Tank) + 1.0 MG (ID2 Tank) = 2.4 MG

2.4 Environmental Requirements

Design-Builder shall design and construct the Project to ensure compliance with Applicable Law and to meet the noise, odor, dust and other environmental limits specified in the Agency's approved CEQA Mitigation Monitoring and Reporting Program.

2.5 Power Factor Requirements

The Design-Builder shall design and construct the Facilities to achieve a minimum power factor of 0.90 at all substation meters.

2.6 Chemical, Energy and Utility Use Factor Requirements

The Design-Builder shall design and construct the Facilities to achieve the chemical, energy and utility use factors as will be determined during Stage 1.

APPENDIX C

Stage 1 Off-Ramp Scope of Services

If the Agency and Design-Builder fail to reach agreement on a Contract amendment for Stage 2, the Agency may require completion of unified sets of plans and specifications for use by the Agency to solicit competitive bids for construction of the Facilities. In such circumstance, the Design-Builder will assume responsibilities as the Engineer of Record (Engineer) and provide traditional engineering services as summarized in this Appendix C. Furthermore, the Engineer will provide project management services as described in Section 3.2.1 of the RFP and permitting services as described in Sections 3.2.6 and 3.5 of the RFP.

Project Management

Engineer shall provide Project Management services as described in Section 3.2.1 of the RFP although under different circumstances.

Final Design

Using the BDR and other Stage 1 work products, the Engineer shall prepare traditional bidding and contract documents for the Project. Engineer shall submit plans and specifications for Agency review at the 65 percent and 90 percent points of design completion, and then prepare and submit the bidding (i.e., 100 percent design) documents.

Engineer shall prepare drawings using the latest edition of AutoCAD.

The 65 percent drawing submittal will include 65 percent complete plans, sections and elevations and all applicable details. Drawings will include:

- Drawing index(ices)
- Standard details for each discipline
- Civil site layouts and grading, paving, and outside piping plans and sections
- Exterior lighting plans
- Structural and architectural plans, sections and elevations
- Process schematics and mechanical plans and sections
- Power transmission and distribution system plans and elevations
- Single-line diagrams
- SCADA system architecture, P&IDs and block diagrams
- Reference drawings

The 65 percent specification submittal will include a list of all bidding documents and specification sections expected in the final submittal, a draft version of the bidding documents,

and at least 90 percent of the administrative and technical specification sections. Technical specifications provided in this submittal will include equipment numbers and preliminary performance requirements for equipment.

In addition, a list of anticipated sole-source and pre-purchase equipment and sample specifications or catalog cuts of any unusual equipment will be provided in the 65 percent submittal.

Engineer shall prepare all specification sections using Microsoft Word. Mitigation measures adopted by the Agency in accordance with the CEQA IS/MND and other permit compliance requirements will be incorporated into the specifications.

Following the 65 percent submittal review, the Agency will provide consolidated comments as drawing markups and itemized written comments. Engineer will respond to each comment and submit the responses to the Agency. Exceptions to comments will require Agency approval prior to Engineer preparation of the 90 percent submittal.

The 90 percent submittal will consist of plans and specifications conforming to applicable industry codes and standards. Designers, checkers, and the Engineer's project manager will place signatures in the drawing title blocks and on the cover sheet of the specifications indicating that a thorough QA/QC has been performed and that every aspect of the design is 90 percent complete. If the Agency determines that this submittal is not 90 percent complete, the submittal will be rejected without further review, and the Engineer will be required to resolve outstanding items and resubmit the 90 percent submittal.

The 90 percent review submittal will address Agency comments on the 65 percent submittal as well as changes resulting from subsequent technical meetings, correspondence, and design changes as required by regulatory and permitting agencies. It is intended as the last submittal requiring Agency review and comment.

Following the 90 percent submittal review, the Agency will provide consolidated comments as drawing markups and itemized written comments. Engineer will respond to each comment and submit the responses to the Agency. Exceptions to comments will require Agency approval prior to Engineer preparation of the bidding (i.e., 100 percent design) documents.

Engineer then shall prepare bidding documents (i.e. final plans and specifications) addressing Agency review comments from the 90 percent submittal and ready for printing and distribution to potential bidders. Engineer shall submit three paper copies for Agency verification of incorporation of comments and final acceptance. The Agency will finalize the bidding schedule and provide required bidding information to Engineer for incorporation into the bidding documents and specifications.

Final documents will be stamped by a professional engineer(s) licensed in the State of California, for bidding purposes and to secure required permits. The bidding document submittal will include one original full-size mylar set of stamped and signed final design drawings, three half-size paper copies of stamped and signed final design drawings, one loose bound set and three bound sets of specifications, three CDs containing Adobe files (i.e., PDF) of drawings and specifications, and

three bound sets of final stamped and signed calculations for structures and other project components. Calculations shall clearly indicate basis of design, references to applicable codes and manuals, and design assumptions. Calculations shall be compiled and organized in binders with table of contents, page titles, references and related project elements.

Construction Cost Estimates

Engineer shall prepare and submit construction cost estimates together with and reflecting the 65 and 90 percent design submittals, and a final engineer's opinion of probable construction cost with the bidding documents. The cost estimate format shall identify and quantify all equipment, materials and labor.

Permitting Services

Engineer shall provide the same permitting services as described in Section 3.5 of the RFP although under different circumstances.

Construction Schedule

Engineer shall prepare an estimated CPM schedule for the Project construction, incorporating weather-related delays and any seasonal restrictions imposed by regulatory agencies, and submit schedule to Agency with 90 percent design submittal.

Project Database

Engineer shall prepare a project database in Microsoft Access format including all structures, electrical and mechanical equipment, and instrumentation with each component assigned a unique identifier. As minimum, each record in the project database shall have the following fields, as appropriate.

- Unique identifier (e.g. equipment number)
- Equipment/structure/device type
- Specification section
- Drawing number
- Capacity
- Horsepower
- Voltage
- Manufacturer
- Model number
- Facility location
- Structure location
- Room location

The 65 percent submittal will include a preliminary version of the project database. The preliminary project database will contain records for all major equipment and structures. Design-related fields shall be included in the project database with preliminary values. The 100 percent submittal shall include the completed project database in electronic format.

Additional fields shall be included as determined during other project tasks. The project database shall be structured for use by the General Contractor(s) and construction manager(s) during construction to track submittals, requests for information (RFIs), change orders and testing. Additionally, the project database shall facilitate O&M of the Facilities by being compatible with O&M manuals.

Training Plan

Engineer shall consult with Agency to determine training requirements, and develop training plan that adequately prepares designated staff to operate and maintain the Facilities. The training plan is intended for two purposes: 1) to guide the specifying of General Contractor and equipment manufacturer training requirements and 2) to guide the Agency and Construction Manager in preparing for training classes in coordination with Facilities start-up.

The training plan will encompass start-up and shutdown procedures, O&M manuals and procedures, and the SCADA system. The training plan will identify training needs for the Project components and systems, training methods (classroom, field and hands-on), and a Microsoft Project schedule in coordination with the Project construction and start-up schedule. The training plan also will identify the responsible party(ies) and the supporting party(ies) for each element of the training program. The plan will include an estimated level of effort for the Agency, Construction Manager, General Contractor, Engineer, and equipment manufacturer representative(s).

Submit the first draft of the training plan to the Agency with the bidding documents, and finalize the training plan during construction of the Facilities.

Start-up and Testing Plan

In taking the Stage 1 Off-Ramp, the Agency will forgo the Initial and Final Acceptance Testing requirements of the Contract, yet the Facilities testing requirements are an essential element of the General Contract specifications.

Engineer shall consult with Agency to develop the start-up and testing plan to prepare the Agency, construction manager, and General Contractor for start-up and testing of the Facilities.

The start-up and testing plan also will serve as a basis for the applicable specification sections, which also will require the General Contractor to submit a Notice to Initiate and Notice of Completion for each testing phase. Therefore, it is important to formulate the start-up and testing plan with requisite activities performed in a logical progression, from the component and sub element level to the integrated system start-up and testing of the Project. The plan shall indicate the required duration and sequence of start-up and testing activities, relative to the preparation of O&M manuals, completion of various elements of the training plan, and other activities that are

related to the start-up and testing of the Project. The plan will include the requirement for a 30-day continuous operations test performed on the total integrated system..

Bidding Assistance

While the Agency will administer the advertisement of the Project bidding documents, the Engineer will conduct a pre-bid conference and job walk, field and respond to bidder inquiries, prepare required addenda, and provide any other required bidding support to the Agency.

Following award of the General Contract for construction, Engineer shall prepare and submit conformed plans and specifications, incorporating all addenda, in the same format as the bidding documents.

Engineering Services during Construction

Engineer shall provide the following engineering services during construction in coordination with the Agency-designated Construction Manager:

- Reviewing General Contractor submittals, including shop drawings and O&M manuals, for conformance with the contract documents
- Answering questions, providing written interpretations of the requirements of the contract documents, and evaluating the acceptability of substitute materials and equipment
- Preparing additional details, working drawings and specifications as necessary
- Reviewing potential change orders and advising Agency as regards validity and value
- Periodically visiting the construction site to assist in checking work quality and resolving field issues
- Participating in substantial completion inspection and punch-list preparation
- Assisting with Facilities start-up and testing in accordance with the start-up and testing plan and addressing operational and performance issues identified during start-up
- Training assistance in accordance with the training plan
- Preparing record drawings with construction-phase documentation provided by others

Engineer will not provide SCADA system integration and programming for the Project, but will review the work of the General Contractor in this regard.

APPENDIX D

Proposal Cover Letter Template

(Proposer's Letterhead)

Michael Glaze, General Manager
South Feather Water and Power Agency
2310 Oro-Quincy Highway
Oroville, CA 95966

Dear Mr. Glaze:

_____ (the "Qualified Respondent") hereby submits its Proposal in response to the Request for Proposals (RFP) issued by the South Feather Water and Power Agency (the "Agency") on November 26, 2014.

As a duly authorized representative of the Qualified Respondent, I hereby certify, represent and warrant as follows in connection with the Proposal:

1. Qualified Respondent acknowledges receipt of the RFP and the following addenda:

<u>Addenda No.</u>	<u>Date</u>
_____	_____
_____	_____
_____	_____

2. Proposal has been duly authorized by, and in all respects is binding upon, the Qualified Respondent. A Certificate of Authorization that evidences my authority to submit the Proposal and bind the Qualified Respondent is attached hereto.
3. The insurance coverage required by the draft Contract will be provided or brokered by _____, as evidenced by such firm's letter of intent submitted herewith.
4. The Qualified Respondent and each major Participating Firm have submitted all information that is required by the RFP. To the best knowledge of the Qualified Respondent, all such information is correct and complete.
5. All information and statements contained in the Proposal are current, correct and complete, and are made with full knowledge that the Agency will rely on such information and statements in evaluating Proposals.
6. The Proposal has been prepared and is submitted without collusion, fraud or any other action taken in restraint of free and open competition for the services contemplated by the RFP.
7. Neither the Qualified Respondent nor any Participating Firm is currently suspended or debarred from doing business with any governmental entity.

8. Neither the Qualified Respondent nor any Participating Firm is currently a debtor in any bankruptcy proceeding.
9. The Qualified Respondent and all Participating Firms have paid all taxes and fees due to the United States Government, the State of California (if applicable), Butte County (if applicable) and the City of Oroville (if applicable) and are in good standing with these parties.
10. The Qualified Respondent has reviewed all of the engagements and pending engagements of the Qualified Respondent, and no potential exists for any conflict of interest or unfair advantage.
11. Neither the Qualified Respondent nor any Participating Firm has been convicted of any criminal conduct or been found to be in violation of any federal, state, or local statute, regulation or court order concerning antitrust, public contracting, employment discrimination or prevailing wage.
12. The Qualified Respondent has carefully examined all documents constituting the RFP and the addenda thereto and, being familiar with the work and the conditions affecting the work contemplated by the RFP and such addenda, offers to furnish all labor, materials, supplies, equipment, facilities and services which are necessary, proper or incidental to carry out such work as required by and in strict accordance with the RFP and the Proposal.
13. The Qualified Respondent has reviewed and understands the requirements of the RFP and all addenda thereto and, if selected as a Qualified Respondent, agrees to all substantive terms and conditions of the RFP, except as otherwise noted by the Qualified Respondent in its Proposal.
14. The Qualified Respondent has reviewed, understood and complied with Federal and State equal opportunity requirements and Agency contract compliance requirements for this RFP process and will do so in subsequent stages of this project.
15. The Contact Person who will serve as the interface between the Agency and the Qualified Respondent is:

NAME: _____
TITLE: _____
ADDRESS: _____
PHONE: _____
MOBILE: _____
EMAIL: _____

Name of Qualified Respondent

Name of Designated Signatory

Signature

Title

(Notary Public)

State of _____
County of _____

On this _____ day of _____, 2015, before me appeared _____, personally known to me to be the person described in and who executed this _____ and acknowledged that (she/he) signed the same freely and voluntarily for the uses and purposes therein described.

In witness thereof, I have hereunto set my hand and affixed my official seal the day and year last written above.

Notary Public in and for the state of _____

(Name printed)

Residing at _____

My commission expires _____

TRANSMITTAL LETTER – CERTIFICATE OF AUTHORIZATION*

I, _____, a resident of _____ in the State of _____, DO HEREBY CERTIFY that I am the Clerk/Secretary of _____, a corporation duly organized and existing under and by virtue of the laws of the State of _____; that I have custody of the records of the corporation; and that as of the date of this certification, _____ holds the title of _____ of the corporation, and is authorized to execute and deliver in the name and on behalf of the corporation the Proposal submitted by the corporation in response to the Request for Proposals for Staged Design/Build of the Miners Ranch Water Treatment Plant Improvement Project issued by the South Feather Water and Power Agency on November 26, 2014; and all documents, letters, certificates and other instruments which have been executed by such officer on behalf of the corporation in connection therewith.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the corporation this _____ day of _____, 2015.

(Affix Seal Here)

Clerk/Secretary

** **Note:** Separate certifications shall be submitted if more than one corporate office has executed documents as part of the Proposal*