



REQUEST FOR PROPOSALS

**Paradise Sewer Project
Alternatives Analysis, Feasibility Report and Special District Formation Services**

Date Released: January 13, 2015

**Town of Paradise
5555 Skyway
Paradise, CA 95969**

Proposals are due prior to 4:00 P.M., March 15, 2016

TABLE OF CONTENTS

Request for Proposals

Paradise Sewer Project

Alternatives Analysis, Feasibility Report and Special District Formation Services

Introduction3

Background5

Initial Proposed Special Assessment District Area Map6

Scope of Work.....7

Appendix A – Historical Studies and Analysis14

Appendix B – Proposal Requirements15

Appendix C – Proposal Evaluation18

Appendix D – Project Schedule20

Appendix E – Proposed Agreement21

INTRODUCTION

This request for proposals (RFP) by the Town of Paradise includes services including Alternatives Analysis, Feasibility Report and Special District Formation for the Paradise Sewer Project (Project).

The proposals submitted in response to this RFP will be used as a basis for selecting the Consultant for the Project. The Consultant's proposal will be evaluated and ranked according to the criteria provided in Appendix B, "Evaluation Criteria," of this RFP.

Addenda to this RFP, if issued, will be sent to all prospective Consultants the Town has specifically e-mailed a copy of the RFP to and will be posted on the Town's website at:

<http://townofparadise.com/index.php/how-do-i/find-information-about/bid-notice-rfps>

It shall be the Consultant's responsibility to check the Town's website to obtain any addenda that may be issued.

The Consultant's attention is directed to Appendix A, "Proposal Requirements."

Submit seven (7) hard copies and one (1) electronic copy in PDF format on a CD/DVD of the Consultant's proposal. The hard copies and CD/DVD shall be mailed or submitted to the Town of Paradise prior to 4:00 p.m., March 15, 2016. Proposals shall be submitted in a sealed package clearly marked "Paradise Sewer Project – Alternatives Analysis, Feasibility Report and Special District Formation Services" and addressed as follows:

Lauren Gill, Town Manager
Town of Paradise
5555 Skyway
Paradise, CA 95969

Proposals received after the time and date specified above will not be considered and will be returned to the Consultant.

Any proposals received prior to the time and date specified above may be withdrawn or modified by written request of the Consultant. To be considered, however, the modified Proposal must be received prior to 4:00 P.M., March 15, 2016.

Unsigned proposals or proposals signed by an individual not authorized to bind the prospective Consultant will be rejected.

This RFP does not commit the Town to award a contract, to pay any costs incurred in the preparation of a proposal as a result of this request, or to procure or contract for services. The Town reserves the right to accept or reject any or all proposals received as a result of this request, to negotiate with any qualified Consultant, or to modify or cancel in part or in its entirety the RFP if it is in the best interests of the Town to do so. Furthermore, a contract award will not be made based solely on price.

Prospective Consultants are advised that if this RFP results in recommendation for award of a contract, the contract will not be in force until it is approved by the Town Council and executed by the Town.

All products used or developed in the implementation of any contract resulting from this RFP will remain in the public domain at the completion of the contract.

Any questions related to this RFP shall be submitted in writing to the attention of Marc Mattox via email at mmattox@townofparadise.com. Questions shall be submitted before 5:00 PM on March 3, 2016.

BACKGROUND

The Town of Paradise currently relies upon over 11,000 individual septic systems to treat and disperse wastewater generated by residential and commercial land uses. The degree and intensity of use for each property in the community is limited to the capacity to safely dispose of wastewater on site.

As the town has grown and evolved, the need for a better means of wastewater collection and treatment, especially in the commercial areas, has become more urgent. This is particularly true within the town's more developed downtown and other commercial areas where septic system failures are increasing and available land for replacement leach fields is constrained, or non-existent.

The lack of a sewer system in the downtown has a twofold impact—both are very important local/regional drivers. The first is an impact on the area's economy and the second is on the environment.

If the economy in Paradise suffers, the regional economy suffers as well. Regional economic hubs, like the City of Chico, depend upon profitable local economies to be successful. Even in a healthy economy, many of the businesses in Paradise cannot afford the high cost of septic system repairs or replacement. There are many limitations imposed on businesses that affect their ability to increase their bottom line or create jobs. The creation of jobs provides regional cash flow and the potential for a better quality of life for area residents.

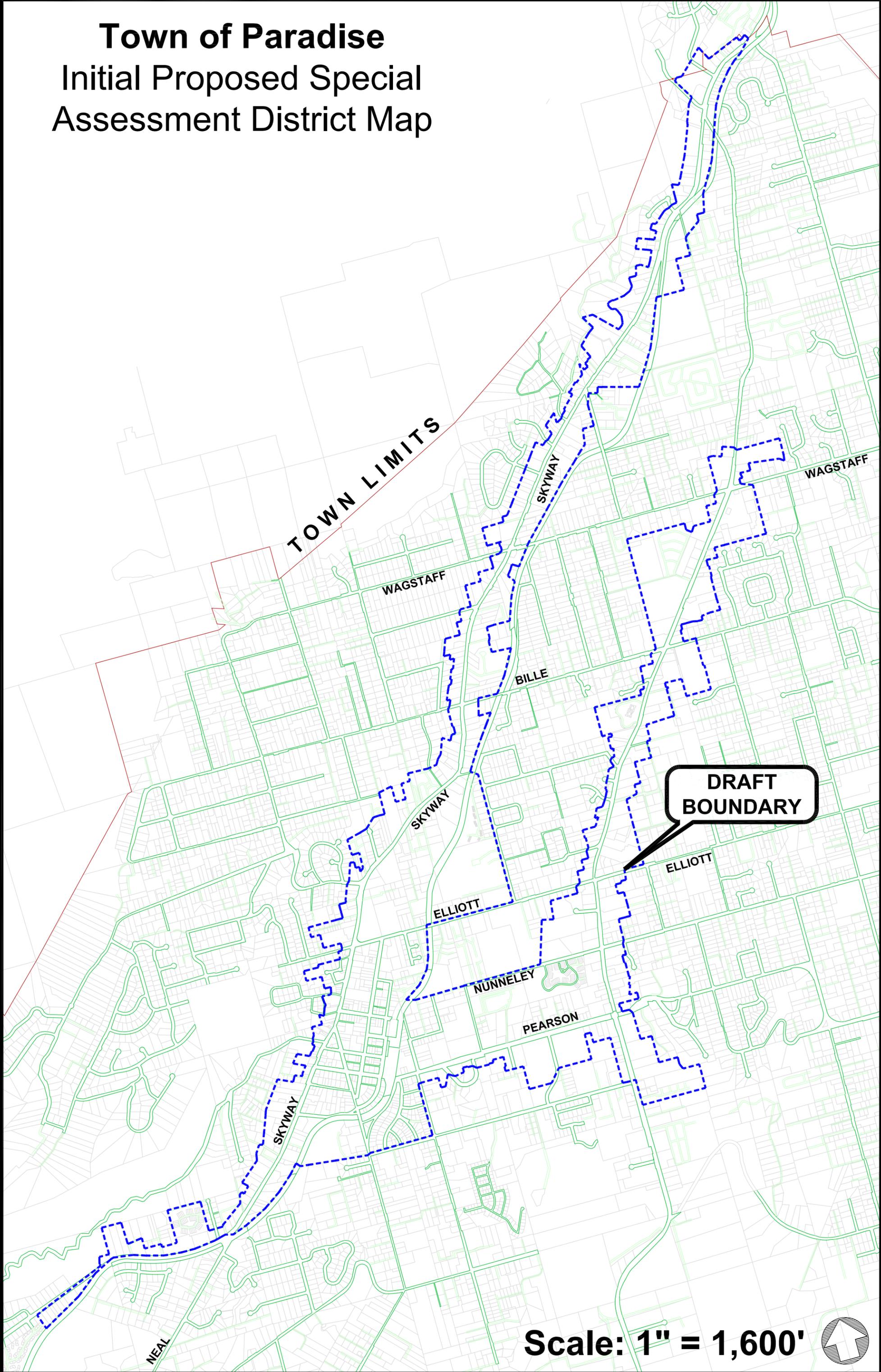
The lack of a viable sewer infrastructure to serve the commercial areas is not only a detriment to the local and regional economy, but also poses an environmental threat to ground water-- another precious regional resource.

Over the last four decades - even before the town's incorporation - the effects of wastewater from the town's onsite septic systems have been studied as to their impacts on local streams. The early reports indicated that when carefully monitored and repaired onsite septic systems may represent a permanent solution for residential wastewater needs, but for the Town's commercial areas onsite septic systems would because severe limitations and negatively affect streams. Several independent studies and reports have supported these claims and set the foundation for current and ongoing wastewater treatment and disposal solutions.

Based on these past reports and updated information, the Paradise Town Council considered three primary conceptual options for providing a community wastewater system for the downtown area and other commercial corridors within the Town of Paradise. The main purpose was to identify the most preferable wastewater solution and provide direction to staff regarding additional research and identification of steps toward the eventual establishment of a community wastewater system.

The economic recession and all of its ancillary effects deferred all progress on the proposed project. With economic indicators improving, and the Town's commercial septic situation continually worsening, the Town has no choice but to move ahead with a wastewater solution for the Initial Proposed Special Assessment District, shown in Exhibit A on the next page.

Town of Paradise Initial Proposed Special Assessment District Map



Scale: 1" = 1,600'



SCOPE OF WORK

General:

The Town of Paradise is interested in contracting with a Consultant that will conduct and coordinate specified tasks related to advancing the Paradise Sewer Project.

The work will comply with the legal requirements of all of the following without limitation, and shall apply to this RFP and any subsequent contract as though incorporated herein by reference:

1. Federal laws
2. State laws
3. Local laws
4. Rules and regulations of governing utility districts

The Consultant will comply with all insurance requirements of the Town of Paradise, included in the sample contract in Appendix D.

Services to be Provided:

The selected Consultant will provide all services to complete Alternatives Analysis, Feasibility Report and Special District Formation Services for the Paradise Sewer Project.

Specifically, the selected Consultant will be required to complete the following tasks:

Task A – Project Administration

Project management and administration will be included in this task.

Task B – Public Outreach / Technical Advisory Committee

The consultant shall initiate a comprehensive public outreach plan upon contract award. Specific requirements under this task include:

1. Project Kick-off Meeting (1 total)
2. Public Engagement Survey
3. Project Scoping Workshop (2 total, daytime and evening)
4. District Formation Meetings with Property Owners (2 total, daytime and evening)
5. Preparation of project fact sheets, overview presentations for Town staff use
6. Bi-Monthly updates to Paradise Town Council

A Technical Advisory Committee will be formed as part of this task. The Committee shall have public meetings monthly and be tasked with gathering public input and providing regular updates to the status of the overall project effort. Public involvement shall be initiated early in the study phase and shall continue throughout the process. The Committee shall be comprised with representatives from stakeholder agencies such as the Town of Paradise, Butte County, City of Chico and other groups and organizations, as appropriate

As part of this task, public agency participation and approvals shall be obtained. Meetings, conferences, discussions and other correspondences with public agencies and regulatory agencies for issues not specifically outlined in other tasks shall be included in this task.

Total number of public meetings shall be no less than 5 in addition to TAC and regular updates to Town Council.

Task C – Alternatives Analysis & Feasibility Report

An Alternatives Analysis & Feasibility Report (Report) will be prepared and submitted for review. A Draft report will be prepared for review by the Town, Butte County, City of Chico and the State Regional Water Quality Control Board review. Comments from such review will be included in a Final Project Report prepared by an engineer licensed to practice in the State of California. The Project Report will contain the following:

1. Introduction
 - a. A brief background and overview of the Town of Paradise and the Project Report will be provided including the social and economic demographics of the Town.
2. Executive Summary
 - a. Key investigations and findings developed throughout the Project Report will be summarized.
3. Identify Project Objectives
 - a. Clearly state all project objectives including but not limited to, environmental, long-term, and regional goals for the proposed project to address.
4. Project Planning Area
 - a. Location: A revised initial proposed project service area will be provided as well as photographs indicating legal and natural boundaries, major obstacles, elevations, etc.
 - b. A summary of environmental resources present will be provided indicating the location and significance of important land resources (farmland, wetlands and 100/500-year floodplains, including stream crossings), historic sites, endangered species/critical habitats, etc., that must be considered in project planning. This narrative summary will make reference to the CEQA/NEPA document(s).
 - c. Growth Areas and Population Trends. A discussion of the population, flows, loadings and peaking factors for the proposed project will be made. This discussion must include an estimate of the existing service area characteristics as well as the 20-year and 40-year projections. In addition, economic and social factors of the said area will be identified i.e., median income, residents per household, schools, economy base, age demographics, density etc., as well as the total number of anticipated wastewater service connections including an breakdown by category: residential, industrial, commercial, etc.
 - d. Unallocated Potable Water. A statement that identifies and discusses available potable water in the project service area. Address whether the amount of available potable water is sufficient to cover the service area growth and operation of the proposed project.

5. Existing Facilities and Need for Project

A description of existing onsite septic systems in the proposed district area within the Town of Paradise, property parcel sizes, soil types and evaluation of suitability for wastewater absorption fields will be presented. A description of the existing or potential public health or water quality problem in the Town will be included. Finally, a socio-economic study will be presented to demonstrate the non-public health project needs. The results of the community survey will also be presented.

6. Wastewater Flows and Loads

The estimated wastewater flows and loading based on number of dwellings for the proposed district and businesses in community and comparison with flows and loadings per EDU with other similar communities will be prepared. A description of the reasonable growth capacity that is necessary to meet the needs during the planning period will be included.

7. Waste Discharge and Treatment Requirements

A summary of key requirements of the anticipated Waste Discharge Requirement from the Central Valley Regional Water Quality Control Board will be prepared.

8. Development and Screening of Options Considered

The Report will include an analysis of the various options for wastewater collection, treatment and disposal for systems that could serve the proposed district. The Report will include an evaluation of the cost-effectiveness of the options to correct the identified problem including cost estimates and design criteria. The Report shall utilize all available historical studies and analysis included in Appendix A and at a minimum re-consider and provide an updated analysis using today's regulatory environment and cost data for the following options:

- Option A - Localized wastewater treatment plant(s)
- Option B - Surface water discharge location(s)

In addition, the Consultant will fully evaluate Option C - Direct Connection to the City of Chico Water Pollution Control Plant.

The Consultant will present Option D - Beneficial Reuse/Innovative Technology for consideration.

The Consultant will also present findings and analysis for Option E – “No Project”. This analysis will discuss future environmental impacts, socio-economic impacts, and direct cost impacts to individual parcels with failed or failing on-site systems.

The services in this section 8 will provide the following new information related to Options C & D:

- a. The description for each alternative will include the facilities associated with the alternative; feasible wastewater treatment technologies and a comparison of such.
- b. Design Criteria including design parameters used for evaluation purposes.

- c. Map including a schematic layout.
- d. Potential Environmental Impacts (not duplicating future CEQA and NEPA documents) describing only those unique direct and indirect impacts on floodplains, wetlands, waterways, other important land resources, endangered species, historical and archaeological properties, etc., as they relate to a specific option.
- e. Greenhouse gas emissions evaluation over the useful life of each option, including the reduction in GHG by abandoning current practices.
- f. Land Requirements. Identify sites and easements/rights of way required.
- g. Construction Problems anticipated. A discussion of concerns such as limited access, or other conditions which may affect cost of construction or operation of facility.
- h. Cost Estimates. Provide cost estimates for each option, including a breakdown of the following costs and further stated in terms of “per-connection” costs for the district:
 - i. Construction.
 - ii. Non-Construction.
 - iii. Annual Operations and Maintenance.
- i. Advantages/Disadvantages. Describe how the specific option meets the governing entity’s needs with respect to financial, managerial, and operational resources. An explanation of how the proposal complies with regulatory requirements and existing comprehensive area-wide development plans. An explanation of how the proposal satisfies public and environmental concerns.

Refreshed data and analysis using historical studies shall be presented for equal consideration of Option A and Option B, including “per-connection” costs, allowing for an objective approach to comparison of all alternatives, leading to the Proposed Project.

A final deliverable for this task will include an Options Analyzed & Eliminated subsection which provides applicable reasoning and justification why certain alternatives in the past and present continue to be rejected as a feasible project.

9. Proposed Project (Recommended Option)

- a. This section 9 will contain a fully developed description of the proposed project based on the preliminary description under the evaluation of options. At a minimum, the following information will be included:
- b. Project Design.
 - i. Collection System Layout. Identify general location of line improvements: Lengths, sizes, and key components.
 - ii. Pumping Stations. Identify size, type, site location, and any special power requirements.
 - iii. Treatment. Describe process in detail and identify location of any treatment units and site of any discharges.
 - iv. Reclamation. Describe process in detail and identify location of disposal area.
- c. Total Project Cost Estimate, including an itemized estimate of the project cost based on the stated period of construction. Include development and construction, land and rights, legal, engineering, interest, equipment, contingencies, refinancing, and other costs associated with the proposed project.

- d. Annual Operating Budget.
 - i. Income. Provide a proposed rate schedule. Project income realistically for proposed new users.
 - ii. Operations and Maintenance (O&M) Costs. Project costs based on actual costs of other existing facilities of similar size, complexity and governance. Include facts in the report to substantiate operation and maintenance cost estimates. Include salaries, benefits, water purchase, taxes, accounting and auditing fees, legal fees, interest, utilities, oil and fuel, insurance, annual repairs and maintenance, supplies, chemicals, office supplies and printing, regulatory fees and miscellaneous items.
 - iii. Debt repayments. Describe proposed financing from all sources.
 - iv. Reserves. Describe proposed loan obligation reserve requirements for the following:
 - Debt Service Reserve - Unless otherwise required by State statute the debt service reserve should be established at one-tenth (1/10) of annual debt repayment requirement (amount of debt that must be repaid to government in a given fiscal year).
 - Short-Lived Asset Reserve - Additional reserve amounts may be needed to provide for timely replacement of short-lived assets. Prepare a schedule of short-lived assets and a recommended annual reserve deposit recommended to fund replacement of short-lived assets. Examples of short-lived assets include pump/motor overhaul or replacement, painting, and small equipment replacement. Short-lived assets include those items not included under O&M, however, it should not include long-lived assets such as pump station or treatment facility replacement that should be funded with long-term financing.
- e. Cost information on total capital costs, and annual operation and maintenance costs.
- f. Capital Improvement Plan including future replacement costs
- g. A discussion of how potential future deficits, customer non-payments and delinquencies will affect O&M costs and user rates
- h. Proposition 218 requirements
- i. Methods for fee collection, including tax roll and monthly billing.
- j. Responsibility for required monthly 'no spill' reporting to the State of CA shall be discussed. Discussion shall include: capability of handling sewage (hazardous waste) spill, nearby bodies of water, contamination, remediation ability if spill occurs, liability.
- k. A discussion of the type of entities, including commercial entities if any, that will be using the system shall be included. This discussion shall include: acceptable discharge, chemicals from packing houses, etc., hazardous waste, effect on treatment process, number of residents, schools, markets and other commercial entities that will be subscribing to sewer service.
- l. A demonstration that the entity to be formed or altered for construction and operation of the proposed project will have the legal, institutional, managerial, and financial capability to ensure adequate construction and operation and maintenance of the treatment works throughout the project's proposed service life.
- m. A summary of public participation.
- n. Compatibility of local planning requirements and/or other agency requirements.

- o. A summary of the anticipated user charges for each local wastewater classification, i.e. residential, commercial, and industrial.
- p. A discussion of the enhanced water quality, both surface and subsurface, and other non-monetary benefits of building the project.
- q. A discussion of any necessary inter-municipal/District service agreements.
- r. A description of how the project addresses each of the state planning priorities defined in Section 65041.1 of the Government Code and sustainable water resource management priorities.
- s. A description and estimate of the Operation and Maintenance (O&M) program for the proposed project including:
 - i. A summary of the O&M requirements for each proposed unit process.
 - ii. A discussion of operator needs including the type, number and grade level certification required for plant operations.
 - iii. A discussion of the monitoring and laboratory needs.
 - iv. An estimate of the O&M budget over the next five years.
- t. An implementation schedule for completion of the project.

10. Conclusions And Recommendations

A presentation of any additional findings and recommendations that should be considered in development of the project will be included. This may include recommendations for the need for special coordination and a recommended plan of action to expedite project development.

Task D – Special Assessment District Formation

Consultant will research and provide procedures for a proposed Special Assessment Wastewater District, including the following subtasks:

- a. Study proposed district boundary alternatives and impacts to individual owner costs and potential wastewater flows
- b. Review legal requirements and options for special assessment district formation
- c. Prepare initial documents, including notices, ballots and the engineer's report of costs per parcel to formally establish a special assessment district

Task E – Funding Services Analysis

Consultant will research and provide options for advancing the project from completion of this scope of work through environmental, design, and construction. This analysis will be specific to the recommended option project features and will maximize the use of grant funds as possible.

APPENDIX A – HISTORICAL STUDIES AND ANALYSIS

The following items are available for use by the consultant in preparation of the proposal (pdfs in enclosed CD). These attachments are especially critical for providing an updated analysis, using already completed studies to maximize efficiency and eliminate redundancy, as applicable:

- (1) 1983 - TOP Wastewater Management Study Phase I Report
- (2) 1984 - TOP Wastewater Management Study Supplementary Phase I Report
- (3) 1985 - TOP Wastewater Management Plan Phase II Report
- (4) 1989 - TOP Sewer Project Feasibility Study
- (5) 1992 - TOP Wastewater Collection, Treatment and Disposal Preliminary Design Report
- (6) 2000 - TOP Downtown Revitalization Master Plan
- (7) 2004 - TOP Downtown Revitalization Area Clustered Wastewater Treatment System(s) Master Plan
- (8) 2010 - TOP Wastewater Treatment & Collection System Feasibility Study for the Downtown Community Cluster System
- (9) 2012 - TOP Wastewater Treatment Historical Background and Comparative Analysis
- (10) Initial Proposed Special Assessment District Map (AutoCAD .dwg format)

APPENDIX B – PROPOSAL REQUIREMENTS

These guidelines are provided for standardizing the preparation and submission of Proposal/Proposals by all Consultants. The intent of these guidelines is to assist Consultants in preparation of their proposals, to simplify the review process, and to provide standards to better compare proposals.

Proposals shall contain the following information in the order listed:

1. Introductory Letter

The introductory (or transmittal) letter shall be addressed to:

Lauren Gill
Town Manager
Town of Paradise
5555 Skyway
Paradise, CA 95969

The letter shall include the Consultant's contact name, mailing address, telephone number, facsimile number, and email address. The letter will address the Consultant's understanding of the services being requested and any other pertinent information the Consultant believes should be included.

The letter shall be signed by the individual authorized to bind the Consultant to the proposal.

2. Executive Summary

3. Consultant Information, Qualifications & Experience

The Town shall only consider submittals from Consultants that demonstrate they have successfully completed projects comparable to the scope of the Town's request for proposals. These projects must illustrate the quality, type, and past performance of the project team. Submittals shall include a detailed description of a minimum of three (3) projects within the past seven (7) years, which include the following information:

1. Contracting agency
2. Contracting agency Project Manager
3. Contracting agency contact information
4. Contract amount
5. Funding source
6. Date of contract
7. Date of completion
8. Consultant Project Manager and contact information
9. Project Objective
10. Project Description
11. Project Outcome

4. Organization and Approach

1. Describe the roles and organization of your proposed team for this project. Indicate the composition of subcontractors and number of project staff, facilities available and experience of your team as it relates to this project.
2. Describe your project and management approach. Provide a detailed description of how the team and scope of work will be managed.
3. Describe the roles of key individuals on the team. Provide resumes and references for all key team members. Resumes shall show relevant experience, for the Project's Scope of Work, as well as the length of employment with the proposing Consultant. Key members, especially the Project Manager, shall have significant demonstrated experience with this type of project, and should be committed to stay with the project for the duration of the project.

5. Scope of Work

1. Include a detailed Scope of Work Statement describing all services to be provided.
2. Describe project deliverables for each phase of your work.
3. Describe your cost control and budgeting methodology for this project.

6. Schedule of Work

Provide a detailed schedule for all phases of the project and the proposing Consultant's services including time for reviews and approvals. The schedule shall meet the Project Schedule shown in Appendix C.

7. Conflict of Interest Statement

The proposing Consultant shall disclose any financial, business or other relationship with the Town that may have an impact upon the outcome of the contract or the construction project. The Consultant shall also list current clients who may have a financial interest in the outcome of this contract or the construction project that will follow. The proposing Consultant shall disclose any financial interest or relationship with any construction company that might submit a bid on the construction project.

8. Agreement

Indicate if the proposing Consultant has any issues or needed changes to the proposed contract agreement included as Appendix D.

A contract will not be awarded to a consultant without an adequate financial management and accounting system as required by 48 CFR Part 16.301-3, 49 CFR Part 18, and 48 CFR Part 31.

9. Cost Estimate

The proposing Consultant shall provide the amount of compensation, including a net fee or profit, relating to the Consultant's services.

In order to assure that the Town is able to acquire professional services based on the criteria set forth in Government Code 4526, the proposal shall include an estimated price for each service of the proposal. Proposing Consultants will be required to submit certified payroll records, as required. Cost estimate shall be submitted in a separate sealed envelope from the proposal. The cost estimate is confidential and will be unsealed after all proposals have been reviewed.

APPENDIX C – PROPOSAL EVALUATION

Evaluation Process

All proposals will be evaluated by a Town Selection Committee (Committee). The Committee may be composed of Town staff and other parties that may have expertise or experience in the services described herein. The Committee will review the submittals and will rank the proposals. The evaluation of the proposals shall be within the sole judgment and discretion of the Committee. All contacts during the evaluation phase shall be through the Town Project Manager contact only. Proposers shall neither contact nor lobby evaluators during the evaluation process. Attempts by proposer to contact and/or influence members of the Committee may result in disqualification of proposer.

The Committee will evaluate each proposal meeting the qualification requirements set forth in this RFP. Proposers should bear in mind that any proposal that is unrealistic in terms of the technical or schedule commitments may be deemed reflective of an inherent lack of technical competence or indicative of a failure to comprehend the complexity and risk of the Town's requirements as set forth in this RFP.

Once the evaluations of proposals are completed, cost proposals will be unsealed. The Town may elect to interview a number of highest ranked proposals. The Town reserves the right to select a consultant without conducting interviews. Finally, a consultant will be selected and contract negotiations will begin. Upon acceptance of a cost proposal and successful contract negotiations, staff will recommend a contract be awarded.

Evaluation Criteria

Proposals will be evaluated according to each Evaluation Criteria, and scored on a zero to five point rating. The scores for all the Evaluation Criteria will then be multiplied according to their assigned weight to arrive at a weighted score for each proposal. A proposal with a high weighted total will be deemed of higher quality than a proposal with a lesser-weighted total. The final maximum score for any project is five hundred (500) points.

Rating Scale		
0	Not Acceptable	Non-responsive, fails to meet RFP specifications. The approach has no probability of success. For mandatory requirement this score will result in disqualification of proposal.
1	Poor	Below average, falls short of expectations, is substandard to that which is the average or expected norm, has a low probability of success in achieving project objectives per RFP.
2	Fair	Has a reasonable probability of success, however, some objectives may not be met.
3	Average	Acceptable, achieves all objectives in a reasonable fashion per RFP specification. This will be the baseline score for each item with adjustments based on interpretation of proposal by Evaluation Committee members.
4	Above Average/Good	Very good probability of success, better than that which is average or expected as the norm. Achieves all objectives per RFP requirements and expectations.
5	Excellent/Exceptional	Exceeds expectations, very innovative, clearly superior to that which is average or expected as the norm. Excellent probability of success and in achieving all objectives and meeting RFP specification.

Weighted scores for each Proposal will be assigned utilizing the table below:

No.	Evaluation Criteria	Rating (0-5)	Weight	Score (Rating * Weight)
1	Completeness of Response	N/A	Pass/Fail	Pass/Fail
2	Qualifications & Experience		15	
3	Organization & Approach		15	
4	Project Understanding		15	
4	Scope of Services to be Provided		35	
5	Detailed Schedule of Work		20	
6	Conflict of Interest Statement	N/A	Pass/Fail	Pass/Fail
7	Contract Agreement	N/A	Pass/Fail	Pass/Fail
8	Cost Estimate (Separately Sealed)	N/A	Pass/Fail	Pass/Fail
Total:			100	

APPENDIX D – RFP & PROJECT SCHEDULE

- January 13, 2016 Issue Request for Proposals for Paradise Sewer Project Services
 - March 3, 2016 Written questions due by 5:00 P.M.
 - March 15, 2016 Proposal due by 4:00 P.M.
 - April 6, 2016 Consultant Selected
- April 12, 2016 Town Council Meeting for Contract Award
- May 3, 2016 Agreement Executed / Notice to Proceed Issued
- September 1, 2016 Draft Alternative Analysis and Feasibility Report
- December 1, 2016 Final Alternative Analysis and Feasibility Report

APPENDIX E – Proposed Agreement

**AGREEMENT FOR PROFESSIONAL SERVICES FOR
PARADISE SEWER PROJECT**

11-24-15

THIS AGREEMENT (the "Agreement") is made and entered into this ____ day of _____, 2015, by and between the TOWN OF PARADISE (herein "Town"), a municipal corporation and _____ ("Consultant"). The parties hereto agree as follows:

1.0 SERVICES OF CONSULTANT

1.1 Scope of Services. In compliance with all terms and conditions of this Agreement, the Consultant shall provide those services specified in the "Scope of Services" attached hereto as Exhibit "A" and incorporated herein by this reference. As a material inducement to the Town entering into this Agreement, Consultant represents and warrants that Consultant is a provider of first-class work and services and that Consultant is experienced in performing all the professional services set forth in the Scope of Services and the environmental review work and services contemplated herein as required by the California Environmental Quality Act (Pub Res. Code §21000-21178.1) ("CEQA"). Consultant covenants that it shall use its best efforts in performing the work and services required hereunder and that all work product will be of good quality, fit for the purpose intended.

1.2 Consultant's Proposal. The Scope of Services shall include Consultant's proposal ("Proposal") which shall be incorporated herein by this reference as though fully set forth herein. In the event of any inconsistency between the terms of the Proposal and this Agreement, the terms of this Agreement shall govern.

1.3 Compliance with Law. All Consultant's services rendered under this Agreement shall be provided in accordance with all ordinances, resolutions, statutes, rules and regulations of the Town and any federal, state, or local governmental agency having jurisdiction in effect at the time service is performed.

1.4 Licenses, Permits, Fees & Assessment. Consultant and its subconsultants shall obtain at their sole cost and expense any licenses, permits, and approvals as may be required by law for the performance of the services required by this Agreement. Consultant and its subconsultants shall have the sole obligation to pay for any fees, assessments and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for their performance of the services required by this Agreement. Consultant shall indemnify, defend and hold harmless the Town against any such fees, assessments, taxes, penalties, or interest levied, assessed, or imposed against Town.

1.5 Familiarity with Work. By executing this Agreement, Consultant warrants that Consultant (a) has thoroughly investigated and considered the Scope of Services, (b) has carefully considered how the services should be performed, and (c) fully understands the scope of the activities necessary to provide the services under this Agreement for the proposed Paradise Sewer Project ("Project"). Consultant warrants that Consultant will investigate the locations of the proposed Project and is or will be fully acquainted with the existing conditions of such locations as necessary for the services under this Agreement. Should Consultant discover any latent or unknown conditions, which will materially affect the performance of the services under this Agreement, Consultant shall immediately inform the Town of such fact and shall not proceed, except at Consultant's risk until written instructions are received from the Town Engineer and the Town Manager.

1.6 Further Responsibilities of Parties. Both parties agree to use reasonable care and diligence to perform their respective obligations under this Agreement. Both parties agree to use their best efforts to execute all instruments, prepare all documents, and take all actions as may be reasonably necessary to carry out the purposes of this Agreement. Unless hereafter specified, neither party shall be responsible for the services of the other.

1.7 Additional Services. The Town shall have the right at any time during the Consultant's performance of the services, without invalidating this Agreement, to order extra work or make changes by altering, adding to or deducting from Consultant's services. No such extra work may be undertaken unless a written order is first given by the Public Works Director/Town Engineer and the Town Manager to the Consultant, incorporating therein any adjustment in (i) the Contract Sum, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Consultant. Any change in compensation of the Contract Sum, or in the time to perform, shall be first approved in writing by the Town Manager. It is expressly understood by Consultant that the provisions of this section shall not apply to services specifically set forth in the Scope of Services or reasonably contemplated therein. Consultant hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than Consultant anticipates and that Consultant shall not be entitled to additional compensation therefor except for additional meetings at Town's request.

2.0 COMPENSATION.

2.1 Contract Sum. For the services rendered pursuant to this Agreement, the Consultant shall be compensated in accordance with the "Schedule of Compensation" attached hereto as Exhibit "B" and incorporated herein by this reference. Total compensation of Consultant shall not exceed _____ Dollars (\$_____) (the "Contract Sum"), except as provided in Section 1.7.

Consultant's compensation and its subconsultants' compensation shall not exceed the amounts set forth in Exhibit "B" for each task. Consultant shall submit a monthly status report and billing to Public Works Director/Town Engineer.

3.0 PERFORMANCE SCHEDULE

3.1 Time of Essence. Time is of the essence in the performance of this Agreement.

3.2 Schedule of Performance. Consultant shall commence the services pursuant to this Agreement upon receipt of a written notice to proceed from the Town and shall perform all services within the time period(s) established in the "Schedule of Performance" attached hereto as Exhibit "C" and incorporated herein by this reference.

3.3 Force Majeure. The time period(s) specified in the Schedule of Performance for performance of the services rendered pursuant to this Agreement shall be extended as a result of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Consultant, including, but not restricted to, acts of God or nature or of the public enemy, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, wars, litigation, and/or acts of any governmental agency, including Town only if Consultant shall within ten (10) days of the commencement of such delay notify Town in writing of the causes of the delay. Town shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the enforced delay when and if in the reasonable judgment of Town such delay is justified. Town's determination shall be final

and conclusive upon the parties to this Agreement. In no event shall Consultant be entitled to recover damages against Town for any delay in the performance of this Agreement, however caused, Consultant's sole remedy being extension of the Agreement pursuant to this Section 3.3.

3.4 Term. Unless earlier terminated in accordance with Section 7.6 of this Agreement, this Agreement shall continue in full force and effect until completion of the services, but in no event exceeding ___ (__) years from the date of this Agreement.

4.0 COORDINATION OF WORK

4.1 Representative of Consultant. Only the persons or entities designated in Exhibit "A" shall perform the services described with their names. The foregoing persons or entities shall not be replaced by Consultant without the prior written approval of Town.

4.2 Contract Officers. The Contract Officers shall be the Public Works Director/Town Engineer and the Town Manager. It shall be Consultant's responsibility to assure that the Contract Officers are kept informed of the progress of the performance of the services, and Consultant shall refer any decisions which must be made by Town to the Contract Officers.

4.3 Prohibition Against Subcontracting or Assignment. The experience, knowledge, capability, and reputation of Consultant, its principals, and employees and subconsultants were a substantial inducement for Town to enter into this Agreement. Therefore, Consultant shall not contract with any other person or entity, other than those shown in Exhibit "A", to perform in whole or in part the services required under this Agreement without the prior written approval of Town. In addition, neither this Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated, or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written approval of Town. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty-five percent (25%) of the present ownership and/or control of Consultant, taking all transfers into account on a cumulative basis. In the event of any such unapproved transfer, including any bankruptcy proceeding, this Agreement shall, at Town's sole election, be void. No approved transfer shall release Consultant of any liability hereunder without the prior written approval of Town.

4.4 Independent Consultant. Consultant shall perform all services required herein as an independent contractor of Town and shall remain at all times as to Town an independent contractor with only such obligations as are consistent with that role. Consultant shall not at any time or in any manner represent that it or any of its agents, employees or subconsultants are agents or employees of Town. Town shall not in any way or for any purpose become or be deemed to be a partner of Consultant in its business or otherwise or a joint venturer or a member of any joint enterprise with Consultant.

5.0 INSURANCE, INDEMNIFICATION AND BONDS

5.1 Insurance. In accordance with Exhibit "D", Consultant shall procure and maintain insurance, at its sole cost and expense, in a form and content satisfactory to Town, during the entire term of this Agreement.

5.2 Indemnification. Consultant agrees to indemnify Town, its officers, volunteers, agents, and employees against, and shall hold them and each of them harmless from any and all actions, suits, claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions, or liabilities (herein "claims or liabilities") that may be asserted or claimed by any person, firm, or entity

arising out of or in connection with the negligent performance of the work, services, operations, or activities of Consultant, its agents, employees, subconsultants, or invitees relating to this Agreement, or arising from the misconduct, negligent acts or omissions of Consultant hereunder, or arising from Consultant's negligent performance of or failure to perform any term, provision, covenant, or condition of this Agreement, whether or not there is concurrent passive negligence of Town, its officers, agents or employees, who are directly responsible to Town and in connection with such indemnification:

(a) Consultant shall defend any legal action or actions filed in connection with any of such claims or liabilities and shall pay all costs and expenses, including legal costs and attorneys' fees incurred in connection with such defense.

(b) Consultant shall promptly pay any court judgment against Town, its officers, agents, or employees for any such claims or liabilities arising out of or in connection with the negligent performance of or failure to perform such work, operations, or activities of Consultant hereunder; and Consultant agrees to save and hold Town, its officers, agents, and employees harmless therefrom.

(c) In the event Town, its officers, agents, or employees is made a party to any action or proceeding filed or prosecuted against Consultant for such damages or other claims arising out of or in connection with the negligent performance of or failure to perform the work operation, or activities of Consultant hereunder, Consultant agrees to pay to Town, its officers, agents or employees any and all costs and expenses incurred by Town, its officers or employees in such action or proceeding.

(d) Although Town has a duty to the public to independently review any consultant prepared negative declaration or environmental impact report (EIR), that duty to the public, or the breach thereof, shall not relieve Consultant of the duties under this section nor of the warranties set forth in Section 1.1.

5.3 Sufficiency of Insurer. Insurance required by this Agreement shall be satisfactory only if issued by companies qualified to do business in California, rated "A" or better in the most recent edition of Best Rating Guide, the Key Rating Guide or in the Federal Register and only if they are of a financial category Class VII or better.

6.0 RECORDS AND REPORTS

6.1 Reports. Consultant shall prepare and submit to the Contract Officers a monthly report concerning the performance of the services required by this Agreement or more often if the Contract Officers deem it necessary. Consultant acknowledges that the Town is greatly concerned about the cost of work and services to be performed pursuant to this Agreement. For this reason, Consultant agrees that if Consultant becomes aware of any facts, circumstances, techniques, or events that may or will materially increase or decrease the cost of the work or services under this Agreement, Consultant shall promptly notify the Contract Officers in writing of such fact, circumstance, technique or event.

6.2 Records. Consultant shall keep, and require subconsultants to keep, such books and records as shall be necessary to perform the services required by this Agreement and enable the Contract Officers to evaluate the performance of such services. The Contract Officers shall have full and free access to such books and records at all times during normal business hours of Town, including the right to inspect, copy, audit, and make records and transcripts from such records. Such records shall be maintained for a period of three (3) years following completion of the services hereunder, and the Town shall have access to such records in the event any audit is required.

6.3 Ownership of Documents. All studies, drawings, specifications, reports, records, documents and other materials prepared by Consultant, Consultant's employees, subconsultants, and agents in the performance of this Agreement shall be the property of Town and shall be delivered to Town upon request of the Consultant Officers or upon the termination of this Agreement, and Consultant shall have no claim for further employment or additional compensation as a result of the exercise by Town of its full rights of ownership of the documents and materials hereunder. Any use of such complete documents for other projects and/or use of uncompleted documents without specific written authorization by the Consultant shall be at Town's sole risk and without liability to Consultant. Consultant and Consultant's subconsultants may retain copies of such documents for their own use. Consultant shall have an unrestricted right to use the concepts embodied therein. All subconsultants shall provide for assignment to Town of any documents or materials prepared by them, and in the event Consultant fails to secure such assignment, Consultant shall indemnify Town for all damages resulting therefrom.

6.4 Release of Documents. The studies, drawings, specifications, reports, records, documents, and other materials prepared by Consultant in the performance of services under this Agreement shall not be released publicly without the prior written approval of the Contract Officers.

7.0 ENFORCEMENT OF AGREEMENT

7.1 California Law. This Agreement shall be construed and interpreted both as to validity and to performance of the parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim, or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Butte, State of California, or another appropriate court in such county, and Consultant covenants and agrees to submit to the personal jurisdiction of such court in the event of such action.

7.2 Retention of Funds. Consultant hereby authorizes Town to retain from any amount payable to Consultant (whether or not arising out of this Agreement) (i) any amounts the payment of which may be in dispute hereunder or which are necessary to compensate Town for any losses, costs, liabilities, or damages suffered by Town, and (ii) all amounts for which Town may be liable to third parties, by reason of Consultant's acts or omissions in performing or failing to perform Consultant's obligation under this Agreement. In the event that any claim is made by third party, the amount or validity of which is disputed by Consultant, or any indebtedness shall exist which shall appear to be the basis for a claim of lien, Town may withhold from any payment due, without liability for interest because of such withholding, an amount sufficient to cover such claim. The failure of Town to exercise such right to retain or to withhold shall not, however, affect the obligations of the Consultant to insure, indemnify, and protect Town as elsewhere provided herein.

7.3 Waiver. No delay or omission in the exercise of the right or remedy by a non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. Any waiver by either party of any default shall be in writing and shall not be a waiver of any other default concerning the same and any other provision of this Agreement.

7.4 Rights and Remedies are Cumulative. Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative and the exercise by either party of one or more of such rights and remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

7.5 Legal Action. In addition to any other rights or remedies, either party may take legal action, in law or in equity, to cure, correct, or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement.

7.6 Termination Prior to Expiration of Term. This section shall govern any termination of this Agreement except as specifically provided in the following section for termination for cause. Town reserves the right to terminate this Agreement at any time, with or without cause, upon thirty (30) days written notice to Consultant, except that where termination is due to the fault of the Consultant, the period of notice may be such shorter time as may be determined by the Contract Officers. Upon receipt of any notice of termination Consultant shall immediately cease all services hereunder, except such as may be specifically approved by the Contract Officers. Consultant shall be entitled to compensation for all services rendered prior to receipt of the notice of termination and for any services authorized by the Contract Officers thereafter in accordance with the Schedule of Compensation or such as may be approved by the Contract Officers, except as provided in Section 7.2.

7.7 Termination for Default of Consultant. If termination of this Agreement is due to the failure of the Consultant to fulfill its obligations under this Agreement, Town may take over the work and perform the same to completion by contract or otherwise, and the Consultant shall be liable to the extent that the total cost for completion of the services required hereunder exceeds the compensation herein stipulated (provided that the Town shall use reasonable efforts to mitigate such damages), and Town may withhold any payments to the Consultant for the purpose of setoff or partial payment of the amounts owed Town.

7.8 Attorneys' Fees. If either party to this Agreement is required to initiate or defend or is made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which may be granted, whether legal or equitable, shall be entitled to reasonable attorneys' fees. Attorneys' fees shall include attorneys' fees on any appeal, and in addition a party entitled to attorney's fees shall be entitled to all other reasonable costs for investigating such action, taking depositions and discovery, and all other necessary costs the court allows which are incurred in such litigation. All such fees shall be deemed to have accrued on commencement of such action and shall be enforceable whether or not such action is prosecuted to judgment.

8.0 TOWN OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

8.1 Non-Liability of Town Officers and Employees. No officer or employee of the Town shall be personally liable to the Consultant, or any successor in interest, in the event of any default or breach by the Town or for any amount that may become due to the Consultant or to its successor, or for breach of any obligation of the terms of this Agreement.

8.2 Conflict of Interest. No officer or employee of the Town shall have any financial interest, direct or indirect, in this Agreement nor shall any such officer or employee participate in any decision relating to the Agreement which effects his or her financial interest or the financial interest of any corporation, partnership or association in which he or she is, directly or indirectly, interested, in violation of any state statute or regulation. The Consultant warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement.

9.0 MISCELLANEOUS PROVISIONS

9.1 Notice. Any notice, demand, request, document, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid, first class mail, in the case of Town, to the Town Manager, TOWN OF PARADISE, 5555 Skyway, Paradise, CA 95969, phone number (530) 872-6291, and in the case of Consultant to _____. Either party shall notify the other party of any change of address in writing. Notice shall be deemed communicated at the time personally delivered or in seventy-two (72) hours from the time of mailing if mailed as provided in this Section.

9.2 Interpretation. The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

9.3 Integration: Amendment. It is understood that there are no oral agreements between the parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements, and understandings, if any, between the parties, and none shall be used to interpret this Agreement. This Agreement may be amended at any time by the mutual consent of the parties by an instrument in writing.

9.4 Severability. In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs or sections of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its validity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

9.5 Corporate Authority. The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of such party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which such party is bound.

IN WITNESS WHEREOF, the parties have executed and entered into this Agreement as the date first written above.

CONSULTANT

TOWN OF PARADISE

By: _____
Title: _____
Address: _____

By: _____
Lauren M. Gill, Town Manager

By: _____
_____, Mayor

APPROVED AS TO FORM:

ATTEST:

By: _____
Dwight L. Moore, Town Attorney

By: _____
Joanna Gutierrez, Town Clerk

SCOPE OF SERVICES :

EXHIBIT "A"

**CONSULTANT
COMPENSATION**

EXHIBIT "B"

**SCHEDULE
OF
PERFORMANCE**

EXHIBIT "C"

INSURANCE

EXHIBIT “D”

INSURANCE REQUIREMENTS

Insurance Requirements for Consultant. The Consultant shall obtain and maintain for the duration of the contract, insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by the Consultant, her agents, representatives, or employees.

Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage (occurrence Form CG 0001)
2. Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1 (any auto)

Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance for Consultant's employees, if any

MINIMUM LIMITS OF INSURANCE

Consultant shall maintain limits no less than:

(1) General Liability:	\$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
(2) Automobile Liability:	\$500,000 per accident for bodily injury and property damage
(3) Employer's Liability:	\$1,000,000 per accident for bodily injury or disease.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the Town of Paradise. At the option of the Town, either: the insurer shall reduce or eliminate such deductibles or self insured retentions as respects the Town, its officers, officials, employees and volunteers; or the Consultant shall provide a financial guarantee satisfactory to the Town guaranteeing payment of losses and related investigations, claim administration and defense expenses.

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

The Town, its officers, officials, employees and volunteers are to be covered as insureds as respects: liability arising out of work or operations performed by or on behalf of the Consultant; or automobiles owned, leased, hired or borrowed by the Consultant.

For any claim related to this project Consultant insurance coverage shall be primary insurance as respects the Town, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the town, its officers, officials, employees or volunteers shall be excess of Consultant's insurance and shall not contribute with it.

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the Town.

Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subdivision (b) of Section 2782 of the Civil Code.

Acceptability of Insurers

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

Verification of Coverage

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