

Fair Oaks Water District

Request for Qualifications

Provide professional services to develop plans and specifications for a transmission main replacement in Fair Oaks.



**FAIR OAKS
WATER DISTRICT**

Prepared By:
FOWD Staff
10326 Fair Oaks Boulevard
Fair Oaks, CA 95628
FOWD Project No C24TDSH

September 2024

General Information

Project Location: Blue Oak Drive, Madison Avenue, and Winding Oak Drive in Fair Oaks, CA 95628.

Attachments: Exhibit “A” – Planning Map of Project Area
 Exhibit “B” – FOWD Professional Services Agreement

1.0 RFP Schedule

September 17, 2024	Distribution of Requests for Qualifications
October 1, 2024, at 3:00 PM	RFQ Inquiries Due Date
October 8, 2024, at 3:00 PM	Responses Must Be Received at the FOWD Office
October 10, 2024	Interviews if Needed
October 21, 2024	FOWD Board Approval

FOWD reserves the right to adjust this schedule as necessary.

2.0 Contact Person and Mailing Address

Inquiries about this RFQ shall be submitted in writing and directed to:

Blake Chetcuti
Associate Engineer
Phone: (916) 844-3520
Email: bchetcuti@fowd.com

Mailing Address:

Fair Oaks Water District
Attn: Blake Chetcuti
10326 Fair Oaks Boulevard
Fair Oaks, CA 95628

3.0 Minimum Consultant Qualifications

The intent of this Request for Qualifications is to select a professional consulting firm to provide design drawings, specifications, and construction support services to successfully design and install new transmission main piping.

Minimum consulting firm qualifications are listed below:

3.1 Consultant must be engaged in the business of potable water distribution and public water system planning and be experienced in the planning, permitting, and design of large water mains – having completed at least three (3) similar projects in the last five (5) years.

3.2 Consultant must employ only a competent workforce for the execution of the work and all work must be performed under the direct supervision of one named Project Manager that is a Professional Engineer.

3.3 Consultant must maintain in full force and effect all insurance requirements required to work with the Fair Oaks Water District (FOWD).

3.4 Consultant must not have a conflict of interest as defined by State Law and FOWD Policy. Consultant agrees to make a disclosure in compliance with the law and District Policy if, at any time after the execution of an agreement to perform professional services, a conflict of interest may occur.

4.0 Project Description

4.1 FOWD has a network of existing transmission main piping that has been identified for replacement as part of a multi-year capital improvement program. This project encompasses Phase I of the planned transmission main replacement. Design services for the project are scheduled to be completed by January 31, 2025, and construction will follow thereafter.

4.2 Phase I consists of Sections A and B, which each make up a portion of the total alignment for Phase I. This structure will allow FOWD to determine whether both sections can be completed together or if Section B should be deferred to a future project based on the estimated design and construction costs.

4.3 For Section A, approximately 2,180 linear feet of 24-inch ductile iron pipe will be installed to replace the existing 30-inch steel main. Alignment of the new main will begin on Blue Oak Drive at Brome Court and travel northwest to Madison Avenue. It will then continue southwest along Madison Avenue, terminating at Winding Oak Drive. This section includes one connection point to the existing transmission main at Brome Court, which is constructed of newer ductile iron pipe.

4.4 For Section B, approximately 1,200 linear feet of 24-inch ductile iron pipe will be installed to replace the existing 30-inch steel main. Alignment of the new main will begin on Blue Oak Drive at Madison Avenue and travel southwest along Blue Oak Drive, terminating past Great Dome Court. This section includes one connection point to the existing transmission main past Great Dome Court, which is constructed of newer ductile iron pipe.

4.5 All available data including as-builts, map records, and reports will be provided to the selected consultant.

5.0 District's Objectives and Expectations

5.1 The District's main objectives are to:

- **Meet the January 31, 2025 deadline for all design services completed.**
- Increase water supply reliability for FOWD customers by strategically replacing aging infrastructure.
- Meet all applicable Division of Drinking Water regulations and County and local jurisdiction requirements.
- Comply with FOWD Policies and Procedures.
- Establish a strong working relationship with the selected consultant and maintain effective communication throughout the project.

6.0 Scope of Work

The following minimum scope of work was developed for the project and all responses must include listed deliverables for each listed task.

As a response addendum, it is requested that all responses include additional tasks that the consultant deems important for the successful completion of the project if not listed.

6.1 Task 1 – Preliminary Work and Survey

- Develop a full and complete understanding of the project requirements.
- Determine feasibility of the proposed alignment and connection points. If any modifications are required, prepare a preliminary design memorandum for FOWD review.
- Obtain mapping and as-built records for all existing utilities in the vicinity of the project.
- Complete a field topographic survey for the preparation of final design plans. Survey should include all utility markers located at or above grade (e.g. valve lids, manhole covers, storm drain inlets, poles, power terminals, etc.).

6.2 Task 2 – Design and Specifications

- Develop a complete set of design drawings for construction. Tasks include but are not limited to:
 - Review facility maps and as-built records provided by FOWD.

- Coordinate with utility representatives and local agencies as needed.
- Design drawings should be in conformance with FOWD Standards and Specifications. The following minimum requirements must also be met:
 - Cover sheet with project number, installation/retirement chart, area map, FOWD Board of Directors, and FOWD signature line.
 - FOWD General Notes.
 - Plan and profile drawings with stationing.
 - FOWD Standard Details.
 - Erosion Control Plan per Sacramento County Standards.
 - Paving restoration details per Sacramento County Standards.
- Provide weekly progress updates to the FOWD Project Manager.
- Schedule design review meetings with the FOWD Project Team.
 - 50% Design Review: prepare for, conduct, and document a 50% design review meeting that will take place in-person at the District office.
 - 95% Design Review: prepare for, conduct, and document a 95% design review meeting that will take place in-person at the District office.
- Prepare final design drawings for FOWD approval.
- Provide the District with two (2) printed sets of full-size plans and electronic copies in PDF and CAD formats.
- Develop a complete set of specifications for construction that conform with FOWD's current Standards and Specifications.
- Prepare an Engineer's Estimate of probable construction cost based on the final approved plans.
- Assist the District with obtaining the required permits and permissions.

6.3 Task 3 – Construction Support Services

- Prepare a complete bid package for posting and distribution.

- Assist the District with Bid Addendums and help address questions from contractors during the bidding process.
- Assist the District with Requests for Information (RFIs) before and during construction.
- Review contractor submittals for conformance to the final design drawings and specifications.
- Allocate resources to attend up to four (4) progress meetings, including the pre-construction meeting.
- Assist in resolving conflicts caused by discrepancies in contract documents.
- Issue field memorandums and clarifications as required.

7.0 How to Submit Responses

Responses shall be submitted in a sealed envelope, clearly marked on the outside with the Project Name **Transmission Main Replacement Phase I – Design**. Respondents must submit one (1) unbound and two (2) bound copies of the response with all the information requested in this document. Respondents must submit all information related to fees in a separate sealed envelope included in the package. Responses should be prepared simply and economically, by providing a straightforward, concise description of the respondent’s capabilities related to specified services. Responses should not include any information not specifically identified or specified as a required response. FOWD requests that responses be limited to 20 pages (not counting resumes and example plan sets) submitted in the format outlined below.

- Cover letter indicating RFQ title, name of firm, local firm address, local firm phone number, and contact person with an email address – 1 page.
- Table of Contents – 1 page.
- Brief description of the firm and qualifications for completing the project – 2 pages.
- Based on the scope of services outlined in the RFQ, an overview of project understanding and a high-level plan for completing the project. This section must also include a proposed schedule for completing the project including milestones for completion of each of the three listed project tasks. If different, please provide an alternate approach for meeting the January 31, 2025 deadline for design services to be completed – 3 pages.
- Information on the firm’s Project Team for the term of the contract – 4 pages.
 - Organizational structure of the firm.

- Name of the point of contact in the firm that will be responsible for all project issues – Project Manager. This is the person that will have direct continued responsibility for the services provided to the FOWD. This person will be FOWD’s first point of contact and will handle day-to-day activities through to the project’s completion.
- List of key project personnel and project role.
- Experience and resumes of key project personnel.
- Identification of subconsultants, if applicable.
- Other pertinent information.
- Provide public agency project references including client contact information, providing improvement plans (half-size) for one (1) of the referenced projects – 3 pages.
- **In a separate sealed envelope**, provide project fee proposals for **Sections A, B, and Combined** as outlined in the Project Description. **A low-level construction cost estimate for each of the three scenarios is also requested.**
 - Responses are to be broken down by the three tasks listed in the RFQ. Include fee estimates for all sub-consultants and vendors with supporting information. This initial fee estimate will be used to finalize the Professional Services Agreement developed between the selected consultant and FOWD. Please also include the following in the project fee response:
 - Hourly rate schedule for each person that will be assigned to the project or bill to the project, including all sub-consultants.
 - Provide mark-up by percentage for reimbursable expenses and sub-consultants.
 - Provide a list of typical reimbursable expenses.
 - Please note that the project fee response does not have a suggested page limit and that pages included in the project fee response do not count in the suggested page total page limit of 20 pages.

8.0 Response Information

All responses must be received no later than the response due date. **Late responses will not be considered.**

- Cost of preparation of responses will be borne by the respondent.

- In submittal of a response, respondent provides the FOWD with the right to contact all references listed in the response and to investigate all information listed in the response.
- This request does not constitute an offer of employment or to contract for services.
- The FOWD reserves the right to reject any or all responses, wholly or in part, received by reason of this request.
- All responses submitted shall become FOWD property.
- All responses shall remain firm for sixty (60) days following the closing date for receipt of responses.
- The FOWD reserves the right to award the contract to the firm who represents the response which in the judgement of the FOWD best accomplished the desired results and shall include but not be limited to a consideration of the professional service fee.
- Selection will be made based on the responses submitted.

9.0 Selection Criteria

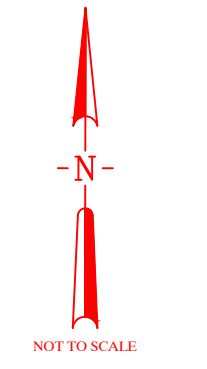
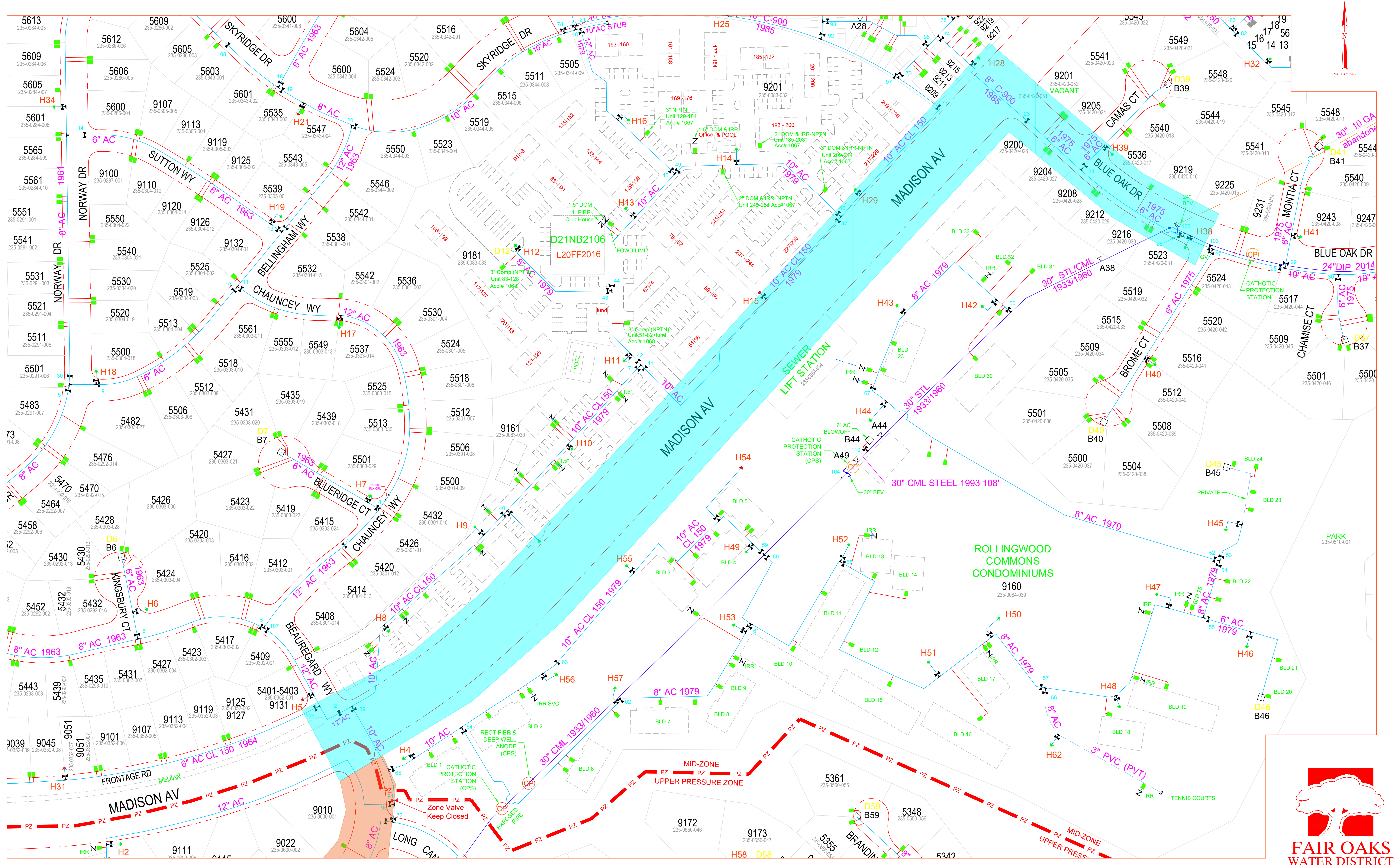
FOWD is seeking an engineering firm that offers qualifications and competence that best meets the needs of the District. FOWD will utilize selection guidelines based on the following factors:

- Qualifications and experience of project team, particularly in the region.
- Project approach.
- Ability to meet schedule.
- Project references.
- Quality of response and adherence to required format.
- Overall cost.

A review panel will conduct evaluations based on the listed criteria and make a selection or may select respondents to interview. If interviews are conducted, the respondents selected will be required to physically attend interviews conducted at the FOWD office. FOWD will not interview more than the top two ranking respondents if required.

After a firm is selected, the District will negotiate with the firm to determine a final scope of work and fee for the final Professional Services Agreement.

TRANSMISSION MAIN REPLACEMENT PHASE I - DESIGN SECTION A



TRANSMISSION MAIN REPLACEMENT PHASE I - DESIGN SECTION B

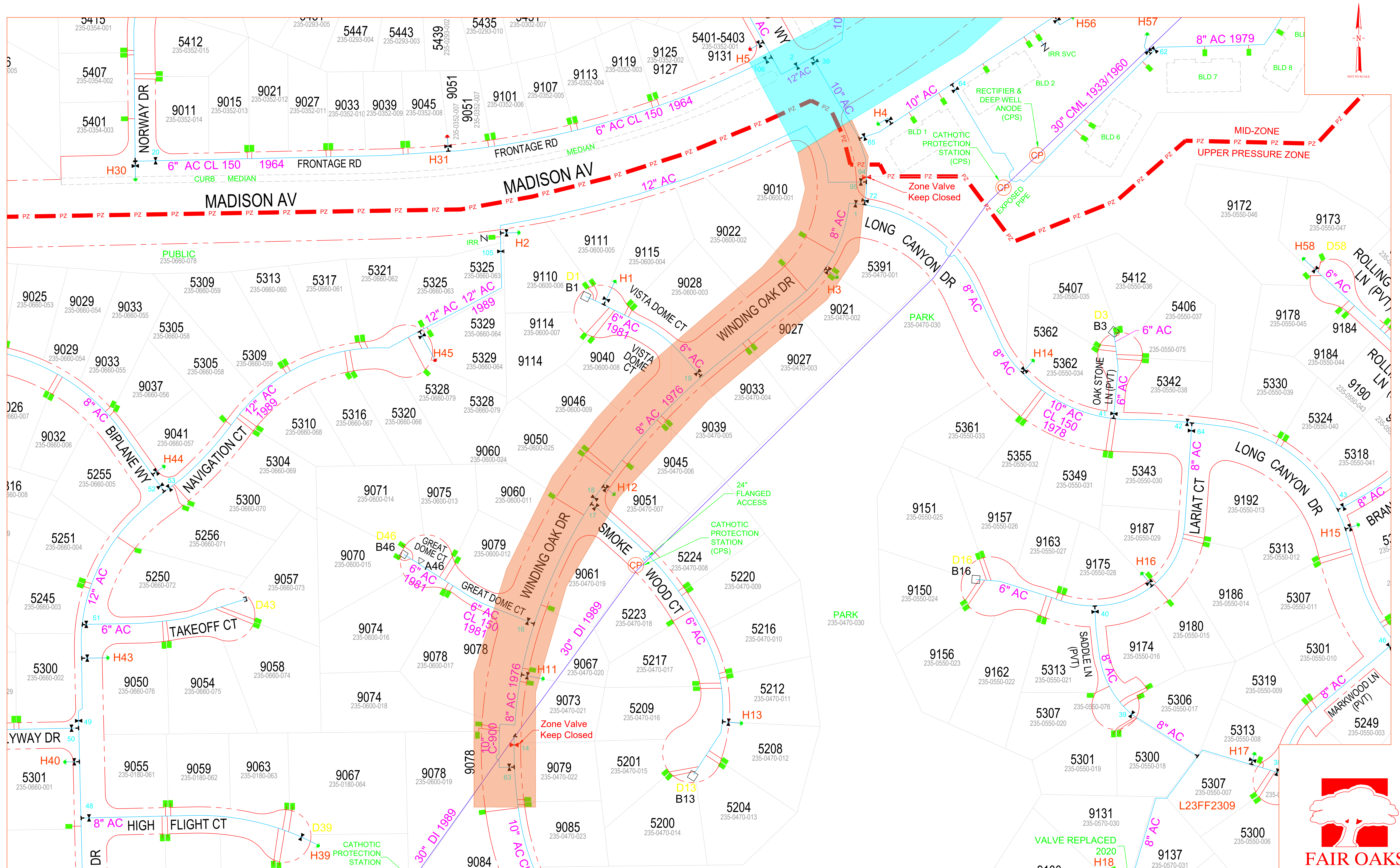


EXHIBIT B
Fair Oaks Water District
Standard Terms and Conditions

CONSULTANT agrees with DISTRICT that:

- a. When the law establishes a professional standard of care for the CONSULTANT'S services, to the fullest extent permitted by law, CONSULTANT will immediately defend, indemnify and hold harmless DISTRICT, its directors, officers, employees, and authorized volunteers from all claims and demands of all persons that arise out of, pertain to, or relate to the CONSULTANT'S negligence, recklessness, or willful misconduct in the performance (or actual or alleged non-performance) of the work under this Agreement. CONSULTANT shall defend itself against any and all liabilities, claims, losses, damages, and costs arising out of or alleged to arise out of CONSULTANT'S performance or non-performance of the work hereunder and shall not tender such claims to DISTRICT nor to its directors, officers, employees, or authorized volunteers, for defense or indemnity.
- b. Other than in the performance of services, to the fullest extent permitted by law, CONSULTANT will immediately defend, indemnify and hold harmless DISTRICT, its directors, officers, employees and authorized volunteers from all claims and demands of all persons arising out the performance of the work or furnishing of materials; including but not limited to, claims by the CONSULTANT or CONSULTANT'S employees for damages to persons or property except for the sole negligence or willful misconduct or active negligence of DISTRICT, its directors, officers, employees, or authorized volunteers.
- c. By their signature hereunder, CONSULTANT certifies that they are aware of the provisions of the California Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and that CONSULTANT will comply with such provisions before commencing the performance of the services under this Agreement. CONSULTANT and SUB-CONSULTANTS will keep workers' compensation insurance for their employees in effect during all work covered by this Agreement.
- d. **Professional Liability** – CONSULTANT will file with DISTRICT, before beginning professional services, a certificate of insurance satisfactory to Fair Oaks Water District evidencing professional liability coverage of not less than \$1,000,000 per claim and \$2,000,000 annual aggregate, that coverage shall not be cancelled except with notice to DISTRICT. Coverage is to be placed with a carrier with an AM best rating of no less than A-: VII, or equivalent, or as otherwise approved by DISTRICT. The retroactive date (if any) is to be no later than the effective date of this Agreement. CONSULTANT shall maintain such coverage continuously for a period of at least five (5) years after the completion of the contract work. CONSULTANT shall purchase a five-year extended reporting period; i) if the retroactive date is advanced past the effective date of this Agreement; ii) if the policy is canceled or not renewed; or iii) if the policy is replaced by another claims-made policy with a retroactive date subsequent to the effective date of this Agreement. In the event that the CONSULTANT employs other consultants (SUB-CONSULTANTS) as part of the

work covered by this Agreement, it shall be the CONSULTANT's responsibility to require and confirm that each sub-consultant meets the minimum insurance requirements specified above.

- e. **Minimum Insurance Requirements** – CONSULTANT shall procure and maintain for the duration of the contract insurance against claims for injuries or death to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the CONSULTANT, his agents, representatives, employees or SUB-CONSULTANTS.
- f. CONSULTANT will file with DISTRICT, before beginning services, certificates of insurance (Acord Form 25 or equivalent) satisfactory to DISTRICT evidencing:
 - a) **Coverage** – Coverage for commercial general liability and automobile liability insurance shall be at least as broad as the following:
 - i) Insurance Services Office (ISO) Commercial General Liability Coverage (Occurrence Form CG 00 01)
 - ii) Insurance Services Office (ISO) Business Auto Coverage (Form CA 00 01), covering Symbol 1 (any auto)
 - b) **Limit** – The CONSULTANT shall maintain limits no less than the following:
 - i) General liability - coverage of not less than two million (\$2,000,000) per occurrence or the full per occurrence limits of the policies available, whichever is greater for bodily injury, personal injury, and property damage; (\$4,000,000 general and products-completed operations aggregate (if used)).
 - ii) Auto liability - One million dollars (\$1,000,000) for bodily injury and property damage each accident limit;
 - iii) Workers' compensation (statutory limits) and employer's liability (\$1,000,000) (if applicable); Waiver of Subrogation: The insurer(s) named above agree to waive all rights of subrogation against the Fair Oaks Water District, its elected or appointed officers, officials, agents, authorized volunteers and employees for losses paid under the terms of this policy which arise from work performed by the Named Insured for the Fair Oaks Water District; but this provision applies regardless of whether or not the Fair Oaks Water District has received a waiver of subrogation from the insurer.
 - c) **Required Provisions**
 - i) The general liability coverage shall give Fair Oaks Water District, its directors, officers, employees (collectively the District), and authorized volunteers insured status (via ISO endorsement at least as broad as CG 20 10 10 01) specifically naming the Fair Oaks Water District, its directors, officers, employees, or authorized volunteers; or using the language that states "as required by written contract."
 - ii) The general liability coverage is to state or be endorsed (with as broad as ISO endorsement CG 20 01 04 13) to state "such insurance shall be primary and any

insurance, self-insurance or other coverage maintained by DISTRICT, its directors, officers, employees, or authorized volunteers shall not contribute to it.”

- iii) Coverage is to be placed with a carrier with an A.M. Best rating of no less than A-:VII, or equivalent, or as otherwise approved by DISTRICT.
 - iv) The coverage shall contain no special limitations on the scope of protection afforded to DISTRICT, its directors, officers, employees, or authorized volunteers.
 - v) In the event that the CONSULTANT employs other CONSULTANT (SUB-CONSULTANT) as part of the work covered by this Agreement, it shall be the CONSULTANT’S responsibility to require and confirm that each SUB-CONSULTANT meets the minimum insurance requirements specified above.
- g. If the CONSULTANT maintains broader coverage and/or higher limits than the minimums shown above, the DISTRICT requires and shall be entitled to the broader coverage and/or higher limits maintained by the CONSULTANT. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the DISTRICT.
 - h. If any of the required coverages expire during the term of this Agreement, the CONSULTANT shall deliver the renewal certificate(s) including the general liability additional insured endorsement to DISTRICT at least ten (10) days prior to the expiration date.
 - i. CONSULTANT shall not accept direction or orders from any person other than the General Manager or the person(s) whose name(s) is (are) inserted on Page 2 as “other authorized representative(s).”
 - j. Payment, unless otherwise specified on Page 1, is to be in accordance with DISTRICT policy after acceptance by DISTRICT.
 - k. Permits required by government authorities will be obtained at CONSULTANT’S expense, and CONSULTANT will comply with local, state, and federal regulations and statutes including, but not limited to Cal/OSHA requirements.
 - l. The CONSULTANT shall execute and maintain the CONSULTANT’S work to avoid injury or damage to any person or property. The CONSULTANT shall comply with the requirements and specification relating to safety measures applicable in particular operations or kinds of work.
 - m. Any change in the scope of the services to be done, method of performance, nature of materials or price thereof, or to any other matter materially affecting the performance or nature of the services will not be paid for or accepted unless such change, addition or deletion is approved in advance, in writing by a supplemental agreement executed by DISTRICT. CONSULTANT’S “authorized representative(s)” has (have) the authority to execute such written change for CONSULTANT.
 - n. **Ownership of Documents** – All works of authorship and every report, study, spreadsheet,

worksheet, plan, design, blueprint, specification, drawing, map, photograph, computer model, computer disk, magnetic tape, CAD data file, computer software and any other document or deliverables prepared, developed or created by CONSULTANT under this Agreement and provided to DISTRICT (“Work Product”) shall be the property of DISTRICT, and DISTRICT shall have the rights to use, modify, reuse, reproduce, publish, display, broadcast and distribute the Work Product and to prepare derivative and additional documents or works based on the Work Product without further compensation to CONSULTANT or any other party. CONSULTANT may retain a copy of any Work Product and use, reproduce, publish, display, broadcast and distribute any Work Product and prepare derivative and additional documents or works based on any Work Product; provided, however, that CONSULTANT shall not provide any Work Product to any third party without DISTRICT’S prior written approval, unless compelled to do so by legal process. If any Work Product is copyrightable, CONSULTANT may copyright the same, except that, as to any Work Product that is copyrightable by CONSULTANT, DISTRICT reserves a royalty-free, nonexclusive and irrevocable license to use, reuse, reproduce, publish, display, broadcast and distribute the Work Product and to prepare derivative and additional documents or works based on the Work Product. If DISTRICT reuses or modifies any Work Product for a use or purpose other than that intended by the scope of work under this Agreement, then DISTRICT shall hold CONSULTANT harmless against all claims, damages, losses and expenses arising from such reuse or modification. For any Work Product provided to DISTRICT in a paper format, upon request by DISTRICT at any time (including, but not limited to, at expiration or termination of this Agreement), CONSULTANT agrees to provide the Work Product to DISTRICT in a readable, transferable and usable electronic format generally acknowledged as being an industry-standard format for information exchange between computers (e.g., Word file, Excel spreadsheet file, AutoCAD file).

- o. Confidentiality of Information** – CONSULTANT shall keep in strict confidence all confidential, privileged, trade secret, and proprietary information, data and other materials in any format generated, used or obtained by DISTRICT or created by CONSULTANT in connection with the performance of the Work under this Agreement (the “Confidential Material”). CONSULTANT shall not use any Confidential Material for any purpose other than the performance of the Work under this Agreement, unless otherwise authorized in writing by DISTRICT. CONSULTANT also shall not disclose any Confidential Material to any person or entity not connected with the performance of the Work under this Agreement, unless otherwise authorized in advance in writing by DISTRICT. If there is a question of whether Confidential Material is protected from disclosure or is a public record or in the public domain, the party considering disclosure of such material shall consult with the other party concerning the proposed disclosure.

Unless otherwise directed in writing by DISTRICT, upon contract completion or termination, CONSULTANT must destroy all Confidential Materials (written, printed and/or electronic) and shall provide a written statement to DISTRICT that such materials have been destroyed.

- p. Assignment** – CONSULTANT shall not assign or transfer this Agreement or any rights or obligations under this Agreement without DISTRICT'S prior written consent, which shall not be unreasonably withheld. A change in control of CONSULTANT constitutes an assignment under this Agreement. Any unauthorized assignment or transfer of this Agreement or any rights or obligations thereunder, shall be void and constitutes ground for immediate termination of

this Agreement by DISTRICT. This Agreement binds and inures to the benefit of the Parties and their respective permitted successors and permitted assigns.

- q. **No Waiver of Rights** – Any waiver at any time by either party of its rights as to a breach or default of this Agreement shall not be deemed to be a waiver as to any other breach or default. No payment by DISTRICT to CONSULTANT shall be considered or construed to be an approval or acceptance of any Work or a waiver of any breach or default.

By signing below, the parties have read and agreed to the Standard Terms and Conditions.

DISTRICT:

CONSULTANT:

(Signature)

(Signature)

Print: _____

Print: _____

Title: _____

Title: _____