



VALLEY OF THE MOON WATER DISTRICT

A Public Agency Established in 1962
19039 Bay Street · P.O. Box 280
El Verano, CA 95433-0280
Phone: (707) 996-1037
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August 27, 2024

Sent via email.

RE: Valley of the Moon Water District Request for Proposals to Develop a Seismic Vulnerability Assessment for the District, and Create a List of Prioritized Capital Improvement Projects for Future Design and Construction

(Proposals due by 2:00 PM Monday October 7th, 2024, via email)

Project Description:

Valley of the Moon Water District (District) is issuing this request for proposals (RFP) from qualified firms to provide engineering and project identification services for the below-described **Seismic Vulnerability Assessment and Development of a Prioritized Capital Improvement Project List**. In 2020 the District carried out a Local Hazard Mitigation Plan (LHMP) effort. The planning included the development of four main goals as follows:

- **Goal 1:** Increase resiliency and reliability of the District's water supply system.
- **Goal 2:** Maintain water supplies during natural, human-health, and technological hazards to provide basic public health, safety, and sanitation and fire suppression needs.
- **Goal 3:** Reduce economic impacts and asset damage from hazards and ensure the District is eligible for FEMA grant funding for mitigation projects.
- **Goal 4:** Enhance collaboration among regional agencies and organizations in regards to hazard mitigation.

In order to meet the goals, a series of mitigation actions were identified. For the purposes of this RFP, we are focusing on the seismic mitigations, which are:

1. Conduct engineering-level study to understand seismic vulnerabilities of District critical assets
2. Implementation of water pipe inspection and maintenance program; and
3. Earthquake hardening

The first item listed above (the engineering level study) is needed to identify projects that could be done to harden the District's infrastructure (the third item above). It is the District's intent to utilize the results of this

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Matt Fullner, General Manager – Burke, Williams & Sorensen, LLP, District Counsel

seismic vulnerability assessment and prioritized Capital Improvement Project list to design “shovel-ready projects” in future fiscal years and seek FEMA Grant funding to construct them.

The RFP process:

1. The District will release and advertise this RFP
2. Qualified firms may respond to the RFP by supplying the requested information as well as any other information they deem necessary or pertinent by the deadline
3. Responses to the RFP will be scored based on the below scoring matrix and placed in order of highest to lowest
4. Contract negotiations can then commence with the firm receiving the highest score
5. Upon successful negotiation, a contract will be executed between the District and the chosen firm

RFP Sections:

The RFP is broken into the following sections: **Qualifications, Tasks, Project Schedule, and Cost Estimate.**

Qualifications:

Please provide the following in the Qualifications section of your proposal:

- A list of successful projects that your firm has completed (need not be comprehensive)
- At least three references from satisfied customers – ideally with similar projects
- The full legal name and address of your company
- Acknowledgment of insurance requirements (actual certificates will follow a signed contract)
- **Optional:** List of personnel that will be assigned to this project and their background/expertise

Tasks:

Task 1: Project Management and Coordination

- Coordination and communications with District staff, general consultation related to the project, and technical project management services
- Issuance of RFIs (requests for information) related to existing infrastructure, as-built records, 2021 RRA, 2021 ERP, 2020 UWMP and 2019 WMP
- Obtain a copy of the District’s Hydraulic Model: held/updated by EKI Environment and Water
- Hold a kickoff meeting and progress meetings as needed
- Develop and maintain a project schedule
- Other as may be needed to support the project

Task 2: Site Reconnaissance and Data Collection

- **Site visits:** Conduct on-site inspections of all critical infrastructure, including offices, wells, pump stations, and water tanks.
- **Data collection:** Gather existing data on the following:

- Geologic and seismic conditions (fault lines, soil types, and seismic hazard maps within the District's Service area)
- Structural design and construction details of infrastructure (as-built records)
- Historical maintenance and repair records as needed
- Vulnerability assessment results from neighboring entities if available and pertinent

Task 3: Seismic Hazard Analysis

- **Seismic hazard mapping:** Develop detailed seismic hazard maps for the District's service area, considering both ground shaking and surface rupture.
- **Fault line analysis:** Evaluate the potential impact of nearby fault lines on the infrastructure.
- **Soil amplification studies:** Assess the potential for soil amplification to increase seismic shaking in certain areas.

Task 4: Structural Vulnerability Assessment

- **Structural evaluation:** Conduct detailed structural evaluations of all critical infrastructure components, including:
 - Mains: Pipe materials, joints, and support systems
 - Wells: Well house, well casing, pumping equipment, and electrical systems
 - Pump stations: Building structure, equipment, and piping systems
 - Water tanks: Tank design, foundation, and support structures
- **Seismic performance analysis:** Use analytical methods (e.g., nonlinear time history analysis) to assess the seismic performance of each component under various earthquake scenarios where possible.

Task 5: Liquefaction Potential Assessment

- **Soil testing:** Conduct laboratory tests on soil samples to determine their liquefaction susceptibility.
- **Liquefaction analysis:** Use numerical methods to assess the potential for liquefaction to occur in the District's service area.
- **Impact assessment:** Evaluate the potential consequences of liquefaction on the infrastructure (e.g., ground settlement and the potential for pipe rupture).

Task 6: Landslide Hazard Assessment

- **Slope stability analysis:** Conduct slope stability analyses for areas with potential landslide hazards
- **Landslide susceptibility mapping:** Develop landslide susceptibility maps for the District's service area.
- **Impact assessment:** Evaluate the potential consequences of landslides on the infrastructure (e.g., damage to pipes, wells, pump stations, or water tanks).

Task 7: Risk Assessment

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- **Risk identification:** Identify potential hazards, vulnerabilities, and consequences associated with seismic events.
- **Risk quantification:** Quantify the likelihood and severity of potential risks under various scenarios. Use the Hydraulic model to verify impact on various parts of the water system.
- **Risk prioritization:** Use the data gathered to prioritize risks based on their potential impact on the District's operations and public safety.

Task 8: Mitigation Strategies and Recommendations

- **Mitigation measures:** Propose mitigation measures to reduce the seismic vulnerability of the infrastructure, such as:
 - Structural upgrades or retrofits
 - Soil improvement techniques
 - Emergency response planning
- **Cost-benefit analysis:** Evaluate the cost-effectiveness of proposed mitigation measures.
- **Recommendations:** As part of the final technical memorandum, provide recommendations for implementing the proposed mitigation strategies in a prioritized list of projects. This list will be used for budgeting and prioritization purposes within the District. Please also provide a project detail sheet for each project identified; see the District’s 2019 Water Master Plan for examples.

Note: For tasks 2 through 6 above, please see section 4 of the District’s 2020 LHMP for further detail, maps, and descriptions.

Project Schedule:

Please provide a proposed project schedule with your proposal.

Cost Estimate:

Please provide a cost estimate for each task in your proposal as well as a “total” cost.

Scoring of proposals:

Proposals will be ranked based on the following scoring matrix:

Scoring Category	Possible Score
Expertise and qualifications of firm/project manager	30
Cost	30
Response to RFP scope of work	40
Total Possible	100

If interested in providing the District with a proposal, please do so by **2:00 PM Monday October 7th, 2024**. Staff is available to answer any questions you may have and will issue an addendum to all on the email list for relevant questions. No specific format for questions is required, though email is preferred. **No addendum will be issued later than Monday September 30th, 2024**. We look forward to receiving and reviewing your proposal.

Sincerely,



Matt Fullner – General Manager
mfullner@vomwd.org

Attached:

- **Example Contract**

Links:

- The District's 2019 WMP, 2021 LHMP, and, 2020 UWMP can be found here: <https://www.vomwd.org/watersupplyplanning>
- The District's standard plans can be found here: <https://www.vomwd.org/standards>

Example Contract:

**Valley of the Moon Water District
P.O. Box 280, El Verano, CA 95433
Phone (707) 996-1037**

Some of the important terms of this agreement are printed on Pages 2 - 4. For your protection, make sure that you read and understand all provisions before signing. The terms on the following pages are incorporated in this document and will constitute a part of the agreement between the parties when signed.

TO: _____ DATE: _____

Agreement No. **XXXX-XX** _____

The undersigned Consultant offers to furnish the following:
(Negotiated Services per [reference document])

Contract price \$ _____
Completion date _____

Instructions: Sign and return original. Upon acceptance by Valley of the Moon Water District, a copy will be signed by its authorized representative and promptly returned to you. Insert below, the names of your authorized representative(s).

Accepted Valley of the Moon Consultant:
: Water District

(Business Name)
By _____ By _____
Title General Manager Title _____
Other authorized representative(s):

Model 2 – Professional Services

Indemnification – To the extent permitted by law, Consultant shall hold harmless, defend at its own expense, and indemnify Valley of the Moon Water District (District), its directors, officers, employees, and authorized volunteers, against any and all liability, claims, losses, damages, or expenses, including reasonable attorney's fees and costs, arising from all acts or omissions of Consultant or its officers, agents, or employees in rendering services under this contract; excluding, however, such liability, claims, losses, damages or expenses arising from the District's sole negligence or willful acts.

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-contractors.

Coverage - Coverage shall be at least as broad as the following:

1. **Commercial General Liability (CGL)** - Insurance Services Office (ISO) Commercial General Liability Coverage (Occurrence Form CG 00 01) including products and completed operations, property damage, bodily injury, personal and advertising injury with limit of at least two million dollars (\$2,000,000) per occurrence or the full per occurrence limits of the policies available, whichever is greater. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (coverage as broad as the ISO CG 25 03, or ISO CG 25 04 endorsement provided to the District) or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability** – (if necessary) Insurance Services Office (ISO) Business Auto Coverage (Form CA 00 01), covering Symbol 1 (any auto) or if Consultant has no owned autos, Symbol 8 (hired) and 9 (non-owned) with limit of one million dollars (\$1,000,000) for bodily injury and property damage each accident.
3. **Workers' Compensation Insurance** - as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease. **Waiver of Subrogation:** The insurer(s) named above agree to waive all rights of subrogation against the 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 Agency; but this provision applies regardless of whether or not the District has received a waiver of subrogation from the insurer.
4. **Professional Liability** - (Also known as Errors & Omission – *Technology Exposure – see pg. 3 Other Considerations) Insurance appropriate to the Consultant profession, with limits no less than \$1,000,000 per occurrence or claim, and \$2,000,000 policy aggregate.

If Claims Made Policies:

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided **for at least five (5) years after completion of the contract of work.**

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3. If coverage is canceled or non-renewed, and not **replaced with another claims-made policy form with a Retroactive Date** prior to the contract effective date, the Consultant must purchase “extended reporting” coverage for a minimum of **five (5)** years after completion of contract work.

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.

Other Required Provisions - The general liability policy must contain, or be endorsed to contain, the following provisions:

1. **Additional Insured Status:** The District, its directors, officers, employees, and authorized volunteers are to be given insured status (at least as broad as ISO Form CG 20 10 10 01), with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts, or equipment furnished in connection with such work or operations.
2. **Primary Coverage:** For any claims related to this project, the Consultant’s insurance coverage shall be primary at least as broad as ISO CG 20 01 04 13 as respects to the District, its directors, officers, employees and authorized volunteers. Any insurance or self-insurance maintained by the Member Water Agency its directors, officers, employees and authorized volunteers shall be excess of the Consultant’s insurance and shall not contribute with it.

Notice of Cancellation: Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the District.

Self-Insured Retentions - Self-insured retentions must be declared to and approved by the District. The District may require the Consultant to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or the District.

Acceptability of Insurers - Insurance is to be placed with insurers having a current A.M. Best rating of no less than A: VII or as otherwise approved by the District.

Verification of Coverage – Consultant shall furnish the District with certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the District before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant’s obligation to provide them. The District reserves the right to require complete, certified copies of all required insurance policies, including policy Declaration pages and Endorsement pages.

Sub-contractors - Consultant shall require and verify that all sub-contractor maintain insurance meeting all the requirements stated herein, and Consultant shall ensure that the District, its directors, officers, employees, and authorized volunteers are an additional insured are an additional insured on Commercial General Liability Coverage.

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Other Contractual considerations:

Professional Services – Professional Liability coverage is normally required if the Consultant is providing a professional service regulated by the state (Examples of service providers regulated by the state are insurance agents, doctors, certified public accountants, lawyers, etc.). However, other professional Consultants, such as computer or software designers, and services providers such as claims administrators, should also have professional liability. If in doubt, consult with your risk management or JPIA Member Services.

If Technology Vendor Provider - include:

Cyber Liability Insurance (Technology Professional Liability – Errors and Omissions), with limits not less than \$2,000,000 per occurrence or claim, and \$2,000,000 aggregate or the full per occurrence limits of the policies available, whichever is greater. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Vendor in this Agreement and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.

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