



REQUEST FOR PROPOSALS
FOR
Calleguas-Las Virgenes Municipal Water District
Interconnection Design

PROPOSALS DUE March 22, 2017 at 3:00 p.m.

LAS VIRGENES MUNICIPAL WATER DISTRICT
4232 LAS VIRGENES ROAD
CALABASAS CA 91302
818.251.2100

February 2017

REQUEST FOR PROPOSALS
Las Virgenes Municipal Water District

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- LVMWD/CMWD Interconnect Project Preliminary Design Report 2016
- Canyon Oaks Park Preliminary Design Report
- IRWM Grant Agreement
- Board Resolution and Labor Compliance Program

I. BACKGROUND INFORMATION

Las Virgenes Municipal Water District (LVMWD) is a special district established in 1958. The service area encompasses 124-square miles in western Los Angeles County and includes the incorporated cities of Hidden Hills, Calabasas, Agoura Hills and Westlake Village, as well as unincorporated areas. The District provides potable water, recycled water and wastewater service to a population of approximately 71,000.

The District purchases 100% of its potable water from Metropolitan Water District of Southern California (MWD). The LVMWD's previous Master Plans identified several distinct projects to enhance capacity and reliability of its 1235-foot backbone system, which includes the Intertie Project. The interconnection between the District and Calleguas Municipal Water District (CMWD) has been contemplated through the District planning process since 1999. As originally envisioned, the interconnection would provide the LVMWD up to 20 cubic feet per second (cfs) of potable refill to Las Virgenes Reservoir during the winter while also providing an alternative source of supply during planned MWD shutdowns as well as unplanned emergencies. The intertie of the two District's systems is intended to improve water delivery and related storage reliability for both refill of LVMWD's Las Virgenes Reservoir and emergency supply for CMWD and LVMWD.

In 2014, Kenney/Jenks Consultants (KJ) was retained to evaluate the potential interconnection. Two alignments of the interconnection based on previous studies within the LVMWD service area were modeled by KJ, and the alignment along Lindero Canyon Road from Thousand Oaks Boulevard to CMWD facilities near Kanan Road was recommended. On March 10, 2015 LVMWD Board authorized the General Manager to approve a cooperative agreement with CMWD for this project. The interconnection scope consists of the installation of a 24-inch pipeline from Thousand Oaks Boulevard heading north on Lindero Canyon Road up to Kanan Road, a pressure reducing valve (PRV), and a pump station. Both the pump station and PRV will be co-located in a single building. Under the agreement CMWD will act as the lead agency and LVMWD will be a responsible agency under the CEQA guidelines. Please refer to Section II for each agency's scope of work.

LVMWD and its Joint Power Authority partner, Triunfo Sanitation District, also own and operate a recycled water system that includes 66 miles of transmission and distribution mains. Water recycling is particularly beneficial in this region of Southern California. In conjunction with the proposed 24-inch pipeline, the project concurrently includes a recycled water main extension to serve the City of Westlake Village's Canyon Oaks Park and eliminate a long private service line that currently serves Yerba Buena Elementary School in the City of Agoura Hills. The extension is located within the LVMWD service area just south of the Ventura/Los Angeles County line. The Canyon Oaks Park Recycled Water Main Extension Project was included within the overall scope of work submitted with the grant application for the Las Virgenes-Calleguas Interconnection Project.

In 2016, m6 Consulting, Inc. completed a Preliminary Design Report (PDR) for the interconnection including preliminary design criteria, pipeline alignments, materials, and installation conditions associated with the proposed interconnection of potable water facilities owned by Las Virgenes Municipal Water District (LVMWD) and Calleguas Municipal Water District (CMWD), as well as the proposed extension of an existing recycled water main owned by LVMWD. The purpose of the PDR is to define the project in detail, evaluate constraints and

impacts of the proposed pipeline alignments, and inform the preliminary design and environmental documentation decision-making process.

The project is partially funded through a grant agreement between the State of California (Department of Water Resources) and Los Angeles County Flood Control District as part of the 2015 Proposition 84 Integrated Regional Water Management (IRWM) Implementation Grant. The grant provides project funding in the amount of \$1,975,517.45, which substantially reduces the capital cost of the project.

II. SCOPE OF WORK

On March 10, 2015, the District entered into a cooperative agreement with CMWD for a potable water interconnection. As shown in Figure 1, the scope includes installation of a 24-inch pipeline from Thousand Oaks Boulevard heading north up on Lindero Canyon Road to Kanan Road; a pump station will be needed to provide service to CMWD; and, a pressure reducing valve (PRV) facility will be needed to provide service from CMWD to the District. The pump station and PRV will be co-located in a single building. The design for these facilities will be provided by CMWD's consultant and will not be a part of the scope of work for this project. The agreement covers two phases of the project: Phase I involved the completion of preliminary design and environmental review, and Phase II consists of detailed design and construction of the Intertie Project.

This RFP for LVMWD involves Phase 2 Design and Construction for 24-inch pipelines from Thousand Oaks Boulevard to Ventura County borderline (Figure 1). The scope for CMWD in this Phase involves final design for a pump station, a PRV facility and pipelines within Ventura County. CMWD, as lead agency, will retain an environmental consultant to prepare the necessary California Environmental Quality Act (CEQA) environmental documents for the interconnection; thus, the LVMWD consultant will be required to work with CMWD's consultants during the CEQA review process. At this time, a CEQA determination has not been made by CMWD. The scope of work for the consultant shall include provisions to incorporate the CEQA determination and potential mitigation measures as soon as the adopted document becomes available.

Additionally, the design scope includes a recycled waterline extension to serve Canyon Oaks Park and eliminate the long service line for the irrigation at Yerba Buena Elementary School. See Figure 2.

This proposed scope of work includes the following tasks; however, the consultant should include additional tasks as necessary:

- 1) Review available material from the District and other sources, including but not limited to:
 - 2016 LVMWD/CMWD Interconnect Project Preliminary Design Report
 - 2016 Canyon Oaks Park Recycled Water Main Extension Project
 - 2015 Proposition 84 IRWM Implementation Grant Agreement
 - Adopted LVMWD Labor Compliance Program (LCP)
 - LVMWD/JPA facility as-built plans
 - Research existing utilities and verify field conditions as appropriate in relation to 24-inch pipeline and 6-inch REW installations including cross-section comparison of utility congestion.
 - CMWD environmental documents and preliminary design reports (when available)
- 2) Perform geotechnical and topographic studies for the pipe alignment route as necessary to complete the final design for the pipeline installation.
- 3) Prepare final design report
- 4) Coordinate LVMWD design efforts with CMWD proposed facilities including CMWD and their consultants.
- 5) Coordinate with the City of Westlake Village, Las Virgenes Unified School District and CMWD to determine potential construction constraints and resolution.
- 6) Provide support and coordinate with CMWD's CEQA consultant for LVMWD's portion of work. (Note: CMWD is the Lead Agency, LVMWD is a Responsible Agency).
- 7) Incorporate CEQA determination and mitigation measures within the final contract documents as needed.
- 8) Assist the District in maintaining Grant compliance and reporting per the IRWM grant agreement.
- 9) Provide support and assistance for LVMWD in the acquisition of necessary permits, including but not limited to:
 - City of Westlake Village Encroachment Permit
 - County Permits (Ventura / Los Angeles) as necessary
 - City of Thousand Oaks Encroachment Permit
 - Amendment to Potable Water System Operating Permit from the State Water Resources Control Board (SWRCB), Division of Drinking Water (DDW)
 - Stormwater Pollution Prevention Plan (SWPPP)
- 10) Assist the District in acquiring all applicable easements necessary for the project including the long service line to Canyon Oaks Park.
- 11) Incorporate the adopted Labor Compliance Program in the Contract Documents and coordinate with the District's LCP Consultant as needed.
- 12) Include a provision for fiber conduit within the pipeline trench zone as requested by the City of WLV.
- 13) Prepare traffic control plans to support City of Calabasas Encroachment Permit (if req'd)
- 14) Prepare engineer's opinion of probable cost
- 15) Prepare plans and specifications for construction
- 16) Provide bidding and engineering support services during construction

III. SERVICES OR DATA PROVIDED BY THE DISTRICT

The District will provide the following data, access, services or resources:

- Access to the JPA/LVMWD/TSD facilities
- Available records
- District staff to answer questions

IV. MINIMUM CONSULTANT QUALIFICATIONS

Consultant shall provide information to verify the following minimum qualifications:

- 1) Proven experience on at least three recently completed projects of similar size and scope.
- 2) Planning, design and construction management experience related to pipeline expansions in a setting similar to the proposed project environment, with a value of at least \$1 million.
- 3) Professional liability insurance in the amount of \$1 million.
- 4) Project manager shall have sufficient experience in the planning, design and construction of similar projects that are proposed here, with a preferable minimum of 5 years' experience.
- 5) Ability to execute the standard Agreement for Professional Services (Appendix B).
- 6) Project manager must be a registered Civil Engineer in the State of California.

V. PROPOSAL REQUIREMENTS

- 1) Legal name of firm with address, telephone number and the name of at least one principal.
- 2) Project understanding and approach, including resource capacity to perform work on several projects simultaneously.
- 3) A recommended scope of work, which clearly displays an understanding of the project including a proposed schedule and a description of proposed deliverables.
- 4) Names and résumés of individual(s) proposed to perform the services, including proof of professional registrations, as appropriate.
- 5) Description of the firm's internal quality control process.
- 6) Names, qualifications and principals of any sub-consultants to be utilized in providing the service(s).
- 7) List of assumptions or recommended services that are not a part of the proposal.
- 8) References for three (3) recently completed or current projects of similar size and scope, including contact person and telephone number.
- 9) Sample of preliminary design report for a recently completed pipeline project.
- 10) Certificate of professional liability insurance.
- 11) Cost to perform the services, a schedule of rates and any anticipated rate changes. The costs and rate schedule shall be provided in a **separate** envelope.

VI. EVALUATION CRITERIA

Proposals will be evaluated based upon the following:

- 1) The quality of performance on past projects, including those on which the proposed team has worked together.
- 2) Expertise in the field of pipeline design as demonstrated by reference check.
- 3) Demonstration of understanding project scope, objectives, and potential solutions.
- 4) The ability to meet time schedules and complete the work within established budgets.
- 5) The ability to provide a comprehensive and understandable scope of work.
- 6) The overall quality and constructability of construction plans.
- 7) Cost of proposal in terms of overall value to the District.
- 8) The firm's history and resource capacity to perform the requested service.
- 9) The experience and qualifications of assigned personnel.
- 10) Qualification and use of sub-consultants.
- 11) The ability and experience in working with cities and other local entities in compliance with the requirements of these respective jurisdictions.
- 12) Demonstration of ability to work with multiple public agencies and utility companies.

VII. SCHEDULE

Request for Proposals	February 13, 2017
Pre-proposal Meeting	If requested by consultant
Proposal Due Date (3:00 p.m.)	March 22, 2017
Interviews if necessary	Early April, 2017
Acceptance of Proposal	April 25, 2017

Please submit five (5) physical copies and one (1) digital copy of your proposal no later than 3:00 p.m. on March 22, 2017 by mailing or delivering them to:

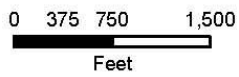
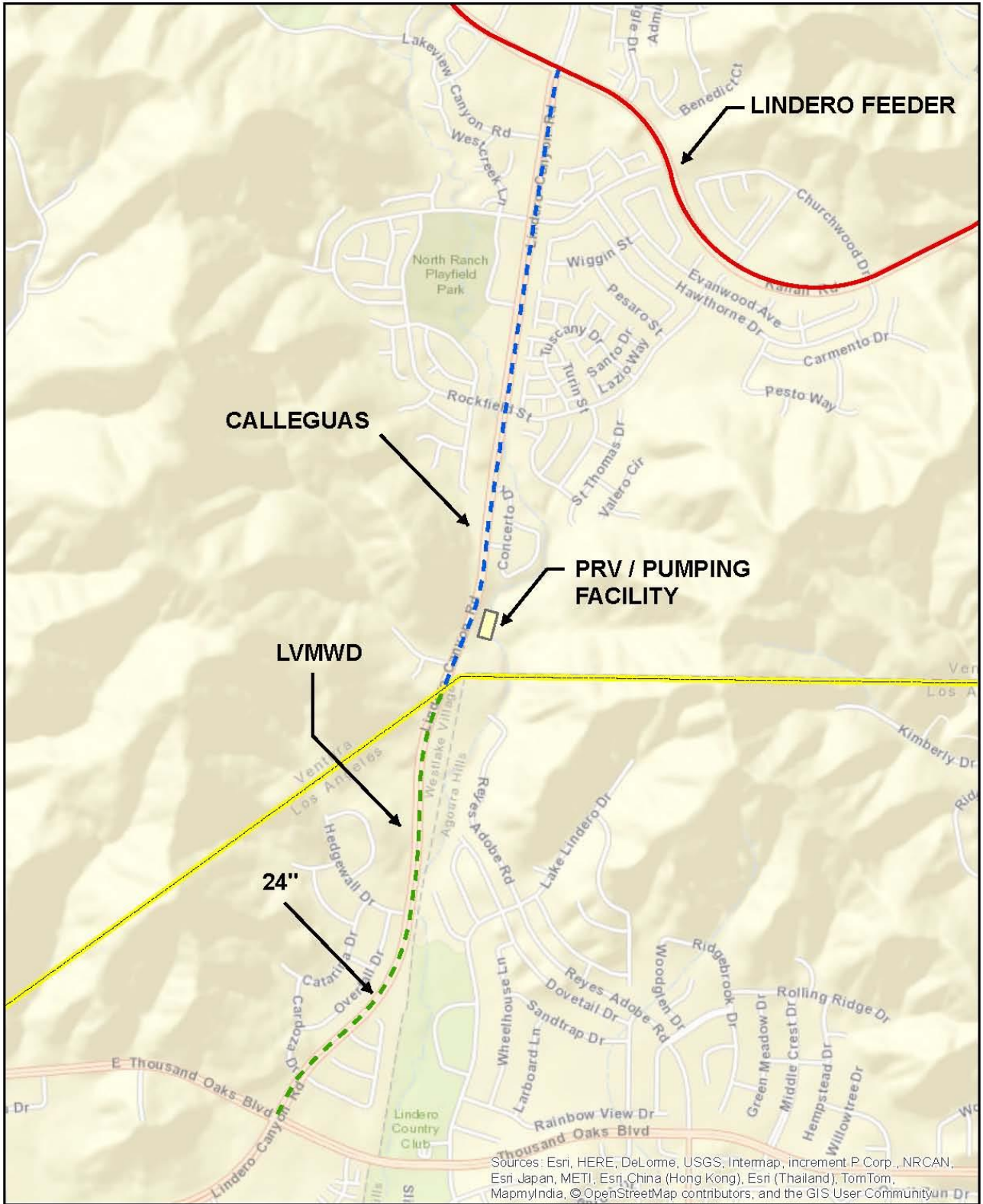
Attn: Eric W. Schlageter, P.E.
Las Virgenes Municipal Water District
4232 Las Virgenes Road
Calabasas, CA 91302

The proposed fee and rate schedule shall be provided in a separate envelope.

For questions or to arrange a pre-proposal meeting please contact Eric W. Schlageter (818) 251-2142, ESchlageter@LVMWD.com

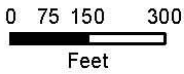
APPENDIX A

Figures



Calleguas - Las Virgenes MWD Interconnection
Figure 1





LVMWD - Recycled Water Extension
Figure 2



CONSULTANT AGREEMENT

As of [DATE], Las Virgenes Municipal Water District, hereinafter called "Agency," and [CONSULTANT NAME], hereinafter called "Consultant," agree as follows:

1. Purpose.

Under this Agreement, Consultant shall provide [DESCRIPTION OF WORK AND FOR WHAT PROJECT].

2. Services.

The Consultant shall, in good workmanlike and professional manner, furnish the services as set forth in Exhibit "A" of this Agreement.

3. Consideration.

- (a) The Agency shall compensate Consultant on a time-and-material basis, contingent on satisfactory performance of the work. The aggregate payments under this Agreement shall not exceed [\$_____], as more fully described on Exhibit "A."
- (b) The Consultant shall complete and submit invoices showing the dates of work, description of work performed, and amount of the invoice together with any supporting documentation. The Agency shall pay the Consultant within thirty (30) days of the receipt of an invoice.

4. Term.

- (a) This Agreement shall commence on the date above written, and shall continue until completion of the services described above. The Agency may terminate or cancel this Agreement without liability to the Agency, if Consultant fails to perform or commits a substantial breach of the terms hereof.
- (b) Either party may terminate this agreement on thirty (30) days written notice for any reason. If this contract is terminated by Agency without cause, Agency shall pay Consultant for work performed prior to the date the notice of termination is received by contractor. If the contract is terminated by Consultant without cause, Consultant shall reimburse Agency for additional costs to be incurred by Agency in obtaining the work from another consultant.

5. Ownership of Data, Reports, and Documents.

The Consultant shall deliver to Agency on demand or completion of the project, notes of surveys made, reports of tests made, studies, reports, plans, and other materials and documents which shall be the property of the Agency. If the Agency uses any of the data, reports, and documents furnished or prepared by the Consultant for projects other than the project shown on Exhibit "A," the Consultant

shall be released from responsibility to third parties concerning the use of the data, reports, and documents. The Consultant may retain copies of the materials. The Agency may use or reuse the materials prepared by Consultant without additional compensation to Consultant.

6. Subcontracts and Assignments.

The Consultant shall not subcontract or assign responsibility for performance of any portion of this Agreement without the prior written consent of the Agency. Except as otherwise specifically approved by Agency, Consultant shall include appropriate provisions of this Agreement in subcontracts so rights conferred to Agency by this Agreement shall not be affected or diminished by subcontract. There shall be no contractual relationship intended, implied, or created between Agency and any subcontractor with respect to services under this Agreement. Neither party hereto shall assign, sublet, or transfer interests hereunder without first obtaining written consent from the other party.

7. Independent Contractor.

The Consultant is an independent contractor and not an employee of Agency. Except as Agency may specify in writing, Consultant shall have no authority, expressed or implied, to act on behalf of Agency in any capacity whatsoever as an agent. Consultant shall have no authority, expressed or implied, pursuant to this Agreement to bind Agency to any obligation whatsoever.

8. Licensing.

Consultant represents and declares to Agency that it has all licenses, permits, qualifications, and approvals of whatever nature that is legally required to practice its profession. Consultant represents and warrants to Agency that Consultant shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement, any license, permit, or approval, which is legally required for Consultant to practice its profession.

9. Indemnification.

Consultant shall defend, indemnify, and hold harmless Agency, its officers, employees and agents, from and against loss, injury, liability, or damages arising from any act or omission to act, including any negligent act or omission to act by Consultant or Consultant's officers, employees, or agents. Consultant's duty to indemnify and defend does not extend to the damages or liability caused by the agency's sole negligence, active negligence, or willful misconduct.

10. Compliance with Applicable Law.

- (a) Consultant agrees to comply with all federal, state, county, and local laws, ordinances, and regulations applicable to the work under this Agreement.
- (b) Consultant shall pay prevailing wages to the extent required by law, including Labor Code Section 1720.

- (1) A determination of the general prevailing rates of per diem wages and holiday and overtime work where the work is to be performed is on file at the Agency's offices. Should the prevailing wage rules apply to any of the work described in Exhibit A, Consultant shall post one copy of the prevailing rates of wages at the job site, and Consultant shall forfeit, as penalty to the Agency, a sum of not more than \$200.00 for each calendar day, or portion thereof, for each worker paid less than the prevailing rates. This penalty shall be in addition to any shortfall in wages paid.

11. Insurance.

- (a) Consultant shall procure and maintain, for the duration of this Agreement, insurance against claims for injuries to persons or damages to property arising from, or in connection with, the performance of the work hereunder by the Consultant, officers, agents, employees, or volunteers.
- (b) Consultant shall provide the following coverages:
 - (1) Commercial general liability insurance written on an occurrence basis, in the amount of \$1,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage. The insurance policy shall be amended to provide that the general aggregate limit applies separately to the work under this Agreement, or the general aggregate limit shall be twice the required per occurrence limit.
 - (2) Business automobile liability insurance shall be provided for all owned, non-owned, and hired automobiles, in the amount of \$1,000,000 combined single limit per accident for bodily injury and property damage.
 - (3) Workers' Compensation insurance as required by the Labor Code of the State of California with the statutory limits required by the Labor Code and Employers Liability for \$1,000,000 per accident for bodily injury or disease. Consultant and subcontractors shall cover or insure their employees working on or about the site, regardless of whether such coverage or insurance is mandatory or merely elective under the law.
 - (4) Professional liability insurance covering loss resulting from errors or omissions of Consultant with a liability limit of at least \$1,000,000 per occurrence.

- (c) The insurance policies required above shall contain or be endorsed to contain all of the following specific provisions:
- (1) Commercial general liability and automobile liability:
 - (i) Agency and its Board members, officers, employees, agents and volunteers shall be added as additional insureds.
 - (ii) Consultant's insurance shall be primary insurance as respects the Agency, its Board members, officers, employees, agents, and volunteers and any insurance or self-insurance maintained by Agency shall be in excess of Consultant's insurance and shall not contribute to it.
 - (iii) Any failure to comply with the claim reporting provisions of the policies or any breach of a policy warranty shall not affect coverage under the policy provided to Agency, its Board members, officers, employees, agents and volunteers.
 - (iv) The policies shall contain a waiver of transfer rights of recovery ("waiver of subrogation") against Agency, its Board members, officers, employees, agents, and volunteers, for any claims arising out of the work of Consultant.
 - (v) The policies may provide coverage that contains deductible or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to Agency under such policies. Consultant shall be solely responsible for deductible and/or self-insured retention and Agency, at its option, may require Consultant to secure the payment of such deductible or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit. The insurance policies that contain deductibles or self-insured retentions in excess of \$25,000 per occurrence shall not be acceptable without the prior approval of Agency.
 - (vi) Prior to start of work under this Agreement, Consultant shall file with Agency evidence of insurance as required above from an insurer or insurers certifying to the required coverage. The coverage shall be evidenced

on a certificate of insurance signed by an authorized representative of the insurer(s). Should the required coverage be furnished under more than one policy of insurance, Consultant may submit as many certificates of insurance as needed to provide the required amounts.

- (2) Each policy required by this section shall contain a policy cancellation clause that provides the policy shall not be cancelled or otherwise terminated by the insurer or the Consultant, or reduced in coverage or in limits, except after thirty (30) days written notice by certified mail, return receipt requested, has been given to the Agency, Attention: Director of Finance & Administration.
- (d) Insurance required by this Agreement shall be placed with insurers licensed by the State of California to transact insurance business of the types required herein. Each insurer shall have a current Best Insurance Guide rating of not less than A: VII unless prior approval is secured from the Agency as to the use of such insurer.
- (e) Consultant shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein. Consultant shall maintain evidence of compliance with the insurance requirements by the subcontractors at the job site and make them available for review by Agency.

12. Notices.

Notices shall be deemed received when deposited in the U. S. Mail with postage prepaid and registered or certified addressed as follows, unless advising in writing to the contrary:

Las Virgenes Municipal Water District
ATTN: General Manager
4232 Las Virgenes Road
Calabasas, CA 91302

[CONSULTANT
ATTN: THEIR PM
MAILING ADDRESS]

13. Invalidity of Part Shall Not Invalidate the Whole.

The invalidity or partial invalidity of any portion of this Agreement will not affect the validity of any other provision. In the event that any provision of this Agreement is held to be invalid, the remaining provisions shall be deemed to be in full force and effect as if they had been executed by both Parties subsequent to the expungement or judicial modification of the invalid provision.

14. Attorneys' Fees.

If an action at law or in equity is brought to enforce any provision of this Agreement, the prevailing party shall be entitled, in addition to such other relief as may be granted to an award in the same or a subsequent proceeding, to reasonable attorneys' fees and costs.

15. Integration.

This Agreement represents the entire understanding of Agency and Consultant as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. This Agreement may not be modified or altered, except in writing, signed by both parties.

16. Arbitration and Waiver of Jury Trial.

Consultant and Agency further agree as follows: In the event any dispute shall arise between the Parties to this Agreement, the same shall be resolved by arbitration conducted by the American Arbitration Association in accordance with the Commercial Arbitration Rules of the American Arbitration Association, as then in effect. Such arbitration shall be conducted at a location within Los Angeles County, California agreeable to both Parties before three (3) arbitrators who shall be selected by mutual agreement of the Parties; if agreement is not reached on the selection of arbitrators within fifteen (15) days, then each of the Parties shall select an arbitrator and the two (2) arbitrators so selected shall select a third. The provisions of the Commercial Arbitration Rules of the American Arbitration Association shall apply and govern such arbitration except that the prevailing party shall be entitled to recover from the other party its attorney's fees and costs actually incurred in such amount as may be determined by the arbitrators.

17. Governing Law.

This Agreement shall be interpreted and construed under, and the rights of the parties will be governed by, the laws of the State of California.

IN WITNESS WHEREOF, the parties hereby have caused this Agreement to be executed the date first above written.

APPROVED:
Las Virgenes Municipal Water District

APPROVED:
[Consultant]

By: _____
Name: _____
Its: _____

By: _____
Name: _____
Its: _____

EXHIBIT "A"