



REQUEST FOR PROPOSALS

FOR

CONDITION ASSESSMENT AND IMPROVEMENT RECOMMENDATIONS FOR THE
DAVID C. MCCOLLOM WATER TREATMENT PLANT

DATE ISSUED:

August 2, 2022

PROPOSALS DUE:

September 2, 2022, 2:00 PM

OLIVENHAIN MUNICIPAL WATER DISTRICT

LNS 8/2/22

Lindsey Stephenson, PE
Engineering Manager

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REQUEST FOR PROPOSALS FOR

CONDITION ASSESSMENT AND IMPROVEMENT RECOMMENDATIONS FOR THE DCMWTP

1.0 INTRODUCTION

The Olivenhain Municipal Water District (OMWD) is seeking proposals from qualified engineering consultants to provide a condition assessment and improvement recommendations for the David C. McCollom Water Treatment Plant (DCMWTP). The assessment and recommendations should be comprehensive covering all of the WTP infrastructure, including the building and bridge crane. The DCMWTP has been in service for 20 years.

The goal of this project is to assess and document the condition of the DCMWTP infrastructure and develop a plan to maintain it in excellent working condition.

The key objectives of the project include:

1. Understand the plant processes, facilities, and previous planning work.
2. Evaluate and document the condition of all WTP facilities including the Ammonia Feed Injection Facility (AFIF).
3. Prioritize needed improvements and organize them into a series of annual and/or multi-year projects/programs. Coordinate with the 2018 Capacity Reliability Study recommendations.
4. Plan and schedule regular facility maintenance including but not limited to valves, meters, pumps, and motors. Include chemical and water storage tanks, underground pipelines such as the filtrate train, effluent header, and the plant effluent.
5. Evaluate plant staffing to properly maintain equipment. Compare staffing with other water treatment plants of similar process, size, complexity, and age.
6. Estimate costs for capital and maintenance projects.

This Request for Proposals (RFP) describes the project, the required scope of services, the consultant selection process, and the minimum information that must be included in the proposal. Failure to submit information in accordance with the RFP requirements and procedures may be cause for disqualification. OMWD reserves the right to waive minor proposal deviations or omissions at its sole discretion.

2.0 OLIVENHAIN MUNICIPAL WATER DISTRICT

OMWD serves approximately 87,000 people through approximately 22,000 potable water connections, (28,000 meters) in a 48 square-mile area that includes portions of the unincorporated County of San Diego, and the Cities of Carlsbad, Encinitas, Solana Beach, San Marcos, and San Diego. OMWD's mission statement is to serve present and future customers in a service-oriented manner by:

Water – Providing safe, reliable, high-quality drinking water while exceeding all regulatory requirements in a cost-effective and environmentally responsive manner.

Recycled Water/ Wastewater – Providing recycled water and wastewater treatment in the most cost-effective and environmentally responsive method.

Parks – Safely operating the Elfin Forest Recreational Reserve and providing users with a unique recreational, educational, and environmental experience.

Emergency Management – Complying with policies and procedures that adhere to local, state, and federal guidelines for national security and disaster preparedness.

Sustainable Operations – Pursuing alternatives and/or renewable resources with the most sustainable, efficient, and cost-effective approach.

3.0 BACKGROUND AND CIP BUDGET

Identified Needs

OMWD staff have identified a number of needed assessments and improvements, including those listed below. This list is not comprehensive, and the Consultant is expected to develop their own independent list. Also listed are projects that are planned or active, and background documents that are available.

Areas/Facilities Known to Need Attention

1. Sodium Hypochlorite generator room, concrete corrosion.
2. Membrane basin concrete and reinforcing bar corrosion.
3. Membrane basin pipe penetration leakage.
4. Stainless steel piping and supports corrosion.
5. Aluminum support structures, including membrane cassettes.
6. Raw water combined influent pipeline corrosion, within the building.
7. First stage permeate piping corrosion near floor.
8. Raw water storage tank, exterior corrosion near bottom of tank.
9. Backpulse feed piping corrosion.
10. Conduit corrosion.
11. Rain gutter corrosion and rain gutter discharge locations.

12. Sewer system.
13. Chemical feed & pump system support structures.
14. Raw water inlet strainer housings.
15. PVC piping exposed to weather/sunlight.
16. Chemical storage tanks - Sodium Hypochlorite tanks 1,2, 3.

Areas/Facilities to Be Included in Assessment (Not a Comprehensive List)

1. Buildings to include roofing, siding, windows, doors and skylights – WTP, Residuals Handling Building (RHB), Ammonia Feed Injection Facility (AFIF), Storage.
2. Bridge Crane, Fluoride Crane.
3. Walkways, mezzanines and handrail systems to include grating above membrane basins.
4. Heating, Ventilation, Air Conditioning. Conditioned air and general building.
5. Underground waste tanks.
6. Above ground water & chemical storage tanks.
7. Vaults & vault lids.
8. Epoxy coatings in chemical areas.
9. Concrete pipe, tank & pump support systems.
10. Piping, external, internal & underground.
11. Plumbing.
12. Electrical.
13. Corrosion.
14. Critical tank and system isolation valves.
15. Settlers.
16. Centrifuge.
17. Membrane basins.
18. Membrane aeration blowers.
19. Compressed air system.
20. Surge Tank.
21. Strainers.
22. Turbine bypass plunger valve
23. Equipment needing regular maintenance:
 - a. Valves
 - b. Meters
 - c. Pumps
 - d. Motors
 - e. Pneumatic actuators
 - f. Sodium Hypochlorite Generator
 - g. Vacuum system
 - h. Chemical injection lines and containment

Active or Planned Programs

1. Stage 1 membranes and related equipment, support beams, brackets, grating, valves, connections. (Active)
2. Stage 2 membranes and related equipment. (Planned)
3. District-Wide PLC replacement program which includes the DCMWTP. (Active)
4. Sodium Hypochlorite generator room concrete repair. (Planned)
5. Canopy for the exterior residuals handling equipment. (Active)
6. Addition of a second, Stage 4 dewatering centrifuge. (Active)
7. Rehabilitation of the energy recovery turbines. (Active)
8. Citric Acid and Sodium Hydroxide feed systems (Active)

Background Documents (all hyperlinked)

1. Digital record drawings
 - 1a. DCMWTP LT2 Improvements Record Drawings
2. Asset List of approximately 1,700 assets for reference (Complete database export can be made available to selected consultant)
3. 2018 DCMWTP Capacity Reliability Study (Hazen)
4. 2022 DCMWTP Structural Condition Assessment Draft TM (Concrete Evaluation, PSE, final TM will be made available to selected consultant)

Capital Improvement Program

Planning and design for this Condition Assessment project was included in OMWD's 10-year Capital Improvement Program, within its fiscal year (FY) 2022 – 2023. Other DCMWTP planned projects are listed below:

DCMWTP Capital Project Budgeting by Fiscal Year (\$millions)

Project	2023	2024	2025	2026	2027
Gen Inspect & Cond Assess (current effort)	0.400				
1 st Stage Membrane Replacement	0.725	0.749	0.900	0.936	0.842
RHB Canopy	0.414				
pH Control System	0.586				
4 th Stage Centrifuge Addition	0.996				
Hydropower Turbine Refurb.	0.479				
Chlorine Gen Rm Lining Rehab	0.150				
Air Mon & HVAC Improvement	0.050	0.100			
2 nd Stage Mem Train Overhaul	0.270	0.280	0.295		
Mem Train Control Wiring Repl			0.055		

DCM Capital Projects Scheduled for Fiscal Years 2028 Through 2032

- Membrane Replacement (Continued)
- Membrane Train Control Wiring Replacement (Continued)
- Flow Meter Replacements
- Office Construction
- Analyzer Replacement
- Replace Strainer Isolation Valves
- Replace Chemical Feed Systems
- Replace Chemical Storage Systems
- Sewer Manhole Project
- Replace Main Compressors
- Replace Sodium Hypochlorite Generator
- Chemical Systems Upgrade
- 3rd Stage DAF Addition
- Bridge Crane Rehabilitation and Modifications

4.0 OMWD PROJECT MANAGEMENT

The project will be managed by Lindsey Stephenson, the Engineering Manager.

5.0 SCOPE OF SERVICES

OMWD envisions the following scope of services but is open to suggestions and modifications to improve the project.

The following items should be considered a framework for the scope of services to be used in proposal formation for the project. OMWD understands this RFP may not fully describe the services envisioned. Therefore, OMWD will be relying on the consultant to provide modifications or amplifying information to the scope of services described herein based on their professional expertise in this subject area. The consultant is encouraged to incorporate items deemed necessary to meet the needs of OMWD in completion of the project, including attending the necessary meetings with OMWD to gather information, receive input and approvals, and review preliminary results.

Engineering disciplines may include, but are not limited to:

- Civil
- Piping
- Structural
- Mechanical
- Process and Instrumentation
- Electrical
- Corrosion Assessment and Protection
- Heating, Ventilation, Air Conditioning (HVAC)

Task 1 – PROJECT MANAGEMENT

Task 1.1 – Project Management

Provide project management throughout all phases and tasks. This task addresses the management responsibilities associated with proper scheduling review, budget control, invoice preparation and coordination with OMWD and Consultant's project team. Provide project management to achieve the project objectives and stay within budget and on schedule. Provide a monthly e-mail project status report. Notify OMWD immediately if any budget or schedule variances are expected. The email should include:

- Work completed over the past reporting period.
- Progress anticipated over the next reporting period.
- Next deliverable due date.
- Information required from OMWD.
- Any issues which would delay delivery of the project on time.

Task 1.2 – Quality Control/Quality Assurance

Throughout all phases and tasks, prior to submitting any materials to OMWD, provide QA/QC reviews in accordance with the Consultant's internal processes and procedures. The reviews will provide an independent check of the work. All submittals will indicate the name of the reviewer.

Task 2 – PRELIMINARY PHASE

Task 2.1 – Review Previous Planning Work and Meet with OMWD

Review the planning work that has been completed and all other data and information.

Meet with OMWD at the DCMWTP to review the facilities and confirm the information and the approach. The Consultant's recommended approach will consider the previous planning work.

In January 2018, Hazen and Sawyer (Hazen) completed the DCMWTP Capacity Reliability Study. (Reference Background Documents). It is important that the Consultant have a thorough understanding of this report and its recommendations.

Peterson Structural Engineers (PSE) completed a draft technical memorandum on the condition of the concrete in the membrane basins and the chlorine generator room. (Reference Background Documents). PSE did not perform any coring but did chip away the concrete in the chlorine generator room. It is possible that the rebar in the membrane basins has been compromised. The membrane basins are also leaking through the discharge pipe penetrations. The consultant shall review this report Note that the San Diego County Water Authority (CWA) has rehabilitated the membrane basins in their Twin Oaks Valley Water Treatment Plant, which utilizes a process similar to that of the DCMWTP.

Task 2.2 – Record Research

Complete review of DCMWTP record drawing and other research and coordinate with plant staff for any additional site reviews. Complete review of asset database and work orders.

Task 2.3 – Preliminary Onsite Review of DCMWTP

Meet with OMWD staff and make a detailed review of the DCMWTP facilities. The purpose of this task is to review the facilities in-person, ask questions, discuss operations, and become familiar with all processes and equipment.

Task 2.4 – Prepare Draft Assessment Plan and Schedule

Prepare a draft assessment plan and schedule. Provide specifics on any planned testing and the techniques to be utilized. Provide specifics on what support will be required of OMWD staff. Note that the DCMWTP may have a scheduled shut down in February or March of each year when CWA shuts down its raw water aqueduct system for maintenance. Although staff will likely be otherwise committed with annual maintenance activities, this may provide a good opportunity to inspect difficult to access areas or equipment that must otherwise remain online.

Describe the condition assessment scoring approach. Identify, prioritize, and discuss critical facilities. Assess and discuss the risks associated with facilities, including those that are not proposed for inspection or testing. Note that the Hazen Report addresses some aspects of process redundancy.

Describe the planned deliverables, any databases, and any tools that OMWD might use and update. Submit the draft plan and meet with OMWD to present and discuss the draft plan. OMWD expects that the draft plan will be submitted approximately 6 weeks after NTP to allow for opportunity to conduct some assessments during the wet season.

Task 2.5 – Prepare Final Assessment Plan and Schedule

Revise the draft plan, incorporating OMWD's comments and prepare the final plan.

Task 3 – ENVIRONMENTAL DOCUMENTATION AND PUBLIC OUTREACH SUPPORT

OMWD does not anticipate City of Encinitas, County of San Diego, or State of California Division of Drinking Water (DDW) permits or approvals. If required, OMWD will prepare a California Environmental Quality Act (CEQA) Categorical Exemption and file a Notice of Exemption. There will be no public outreach program.

Task 4 – CONDITION ASSESSMENT AND REPORT

Following successful completion of Task 2, OMWD staff will provide written authorization for consultant to proceed to Task 4. Consultant shall not proceed to Task 4 without receiving written concurrence to progress from staff.

Task 4.1 – Recommendations for Asset Database

Review OMWD’s asset database and make recommendations for improvements.

Task 4.2 – Inspection and Testing

Conduct the testing and assessment following the OMWD-approved plan and schedule.

Task 4.3 – Assess the Condition Based on the Inspection and Testing

Analyze the results of the inspection and testing and conduct engineering evaluations. Prioritize and organize the recommendations into CIP projects and assessment programs for a 20-year schedule. Some may turn into recurring rehabilitation projects.

Task 4.4 – Cost Estimate and Schedule

Prepare an opinion of probable construction cost broken down by the major items of work as identified in the previous task. The costs should be inflated to the expected midpoint of the work. Prepare a schedule for the recommended work to complement OMWD’s 10-year CIP.

Task 4.5 – Prepare Draft Condition Assessment Report

Prepare a draft condition assessment report summarizing all aspects of the work. Submit five (5) hard copies and one (1) electronic copy, smart pdf. Present the results to OMWD staff in PowerPoint format at a workshop and develop consensus on changes to the draft report, to prepare the final report.

Task 4.6 – Prepare Final Condition Assessment Report

Prepare the final condition assessment report. Submit five (5) hard copies and one (1) electronic copy, smart pdf and native files.

6.0 PROPOSED MODIFICATIONS TO THE SCOPE OF SERVICES

OMWD is interested in the consultant’s creative ideas to improve the scope of services and they should be clearly identified in the proposal. Provide fees for the tasks and identify as optional tasks.

7.0 OMWD FURNISHED SERVICES TO SELECTED CONSULTANT

The following information and services will be made available to the consultant by OMWD:

Arrange for meetings with its engineering and operations staff to gather information and review approaches, planning, and costs.

Furnish copies of record drawings, project reports and related materials. Any original materials provided by OMWD or developed by the Consultant during the duration of the project shall be returned to OMWD upon the completion of services.

Provide staff where possible to support the inspection and assessment plan.

8.0 SPECIAL CONSIDERATIONS

None.

9.0 PROPOSAL REQUIREMENTS

Written letter proposals are to include at a minimum a detailed a discussion of the consultant's approach to the project including a breakdown and explanation of project tasks, an estimation of hours for individual tasks and sub-tasks by the consultant and any sub-consultant(s), and documentation of the consultant's and sub-consultant(s) qualifications for the Scope of Work. An estimation of hours with costs are to be provided with the proposal. The cost analysis shall include the identity, classification, and estimated hours for personnel and allowable direct costs.

The letter proposal should be concise, well organized, and should demonstrate the responder's qualifications and experience that is related to the project. Responders will be evaluated based on the information submitted according to the following.

Experience

Describe the firm's experience in completing similar consulting efforts. List at least two (2) successfully completed similar projects, and include the following information about the client for each project: the client's name, project manager/contact person, and phone numbers. Also describe the type of work performed and value of consulting contract. OMWD will consider consulting projects currently being performed.

Proposed Approach to Accomplish the Work

Describe your approach to the scope of work. Identify project constraints. Describe any suggested enhancements to the scope and creative ideas for accomplishing the project objectives. Provide a schedule for completing the inspection and assessment work, considering your staff and current workload.

Include a discussion of the inspection approach that will be used for the condition assessment.

Project Team, Project Organization, and Key Personnel

Provide an organization chart and proposed staffing plan, based upon the scope of work, and estimated project schedule, showing personnel by title, position, and name. Staff shown in the proposal will be assumed to be available for the duration of the contract.

Summarize the specific qualifications and capabilities of the designated project manager and support staff. The proposal should identify all individuals who will perform and oversee work on this project. Indicate the role and responsibilities of the prime consultant and all sub-consultants. Key personnel assigned to the project shall not be reassigned without prior approval and the consultant shall request approval of OMWD before any new personnel are assigned to the project. OMWD reserves the right to reject or remove personnel performing services in this contract in its sole discretion.

Statement on Conflicts of Interest

The consultant shall submit a statement verifying that personal and organizational conflicts of interest prohibited by law do not exist, in conformance with OMWD's Standard Agreement for Professional Services (Exhibit "A"). Any documentation required by OMWD shall be submitted by the consultant and all sub-consultants.

Hours and Cost Proposal

A cost proposal shall be submitted with the Proposal which states a total fee, not-to-exceed upper limit for the work. Payment for professional services will be time and material based on: (1) actual base hourly labor rates, and (2) direct costs. The only direct costs allowed to be billed by the consultant and sub-consultants are: mileage at the IRS rate, report printing, blueprinting, and postage. OMWD will not pay any markup for reproduction costs, sub-consultant costs, or other direct costs. Costs for IT, MIS, computer usage, overhead resource charges, and similar related costs should be included in each individual labor rate. Separate charges or multipliers will not be considered by OMWD.

Provide an estimated cost analysis for the following items:

- Total fee for each task listed in the Scope of Work
- Labor (personnel classifications, estimated hours and hourly rates)
- Direct costs
- Subcontracts

Monthly invoices shall identify each person's actual hours on the project and must include a narrative of the work performed during the previous month. Supporting invoices for direct and subcontracted costs must be included with invoice. Provide an hourly rate schedule for each labor classification for the consultant and each sub-consultant. Rate schedules shall specify an effective term and a maximum annual increase for time

extending beyond the effective term. The rates may be used as the basis of payment for extra work that is outside the contract scope of services, but which is performed by the consultant after specifically requested in writing by the consultant and authorized in writing by OMWD.

10.0 SUBMITTAL REQUIREMENTS

Submit to OMWD, one (1) executed original, in an electronic format (PDF) via email to prebid@olivenhain.com.

The Proposal shall not exceed fifteen (15) one-sided pages (8-1/2" x 11") in length, excluding front and back cover, dividers, resumes and organizational chart, and appendices.

The Proposals must be received no later than 2:00 PM PST, on September 2, 2022 to:

prebid@olivenhain.com
OLIVENHAIN MUNICIPAL WATER DISTRICT
ATTN: Lindsey Stephenson
Engineering Manager

Failure to comply with the requirements of this RFP may result in disqualification. Proposals and/or modifications thereto received subsequent to the hour and date specified herein will not be considered.

11.0 PRE-SUBMITTAL ACTIVITIES

Questions concerning this RFP should be directed in writing by email to prebid@olivenhain.com. The header of the email should clearly state the reference project. The last day for questions is 5:00 PM, August 25, 2022.

A mandatory pre-proposal site visit will be held on August 16, 2022 at 10:00 AM at the DCMWTP facilities. Please RSVP by August 15, 2022 at 2:00 PM with Tess Garnica, Engineering Department Assistant at tgarnica@olivenhain.com to attend the pre-proposal site visit and receive directions to access the secured site. Please include your firm's name and attendees' names to arrange for access to site. The meeting will be the basis for the consultant's proposal approach for the inspection and condition assessment.

Following the mandatory pre-proposal site visit, consultants may request a "technical meeting" via Zoom. Submit the request for a technical meeting to Tess Garnica at tgarnica@olivenhain.com by August 19, 2022. Individual meetings with consultant teams who are seriously competing for the project will be scheduled follow the mandatory pre-proposal site visit but prior to the deadline for questions. The meetings are intended to answer technical questions and discuss ideas, which will be kept confidential. Do not

discuss team qualifications at the meetings. Prior to the meetings, the interested consultant teams should have attended the mandatory pre-proposal site visit and thoroughly reviewed the background documents. The proposed consultant project manager and project engineer should attend the meeting at a minimum.

OMWD reserves the right to revise the RFP before the date that Proposals are due. Revisions to the RFP will be posted to the OMWD website. OMWD reserves the right to extend the date by which the Proposals are due.

12.0 CONSULTANT NOMINATION AND SELECTION PROCESS

A Consultant Selection Panel (Panel) will be established for this project and will include representatives from OMWD, and if deemed in OMWD's best interests, other persons from outside OMWD qualified to evaluate the proposals. The Panel will evaluate the Proposals based on the information submitted.

OMWD anticipates selecting a consultant based on the proposals received but reserves the right to interview selected firms in mid-September if needed. OMWD will rank the finalists as to qualifications and select the successful consultant.

If necessary, OMWD will enter into negotiations with the selected firm. The scope of work provided in the proposal will be used as a basis for contract negotiations. Negotiations will cover: scope of work, contract terms and conditions, and price. If OMWD is unable to reach an acceptable agreement with the selected firm, OMWD will terminate negotiations with the selected firm and negotiations with the second ranked firm will be initiated.

After negotiating a proposed agreement that is fair and reasonable, the negotiating team will recommend to the General Manager that OMWD enter into the proposed agreement. The General Manager will make the final recommendation to the OMWD Board of Directors, if necessary, concerning the proposed agreement at their next regularly scheduled Board meeting.

13.0 EVALUATION CRITERIA

The Proposals will be evaluated based on the minimum following criteria. Other factors may be taken into account by OMWD during proposal review.

13.1 Approach to Work (35%)

- Understanding of project and objectives
- Responsiveness to issues identified in RFP
- Level of detail discussed
- Other issues not addressed in RFP but deemed essential to the effective conduct of the project
- Tasks clearly defined

- Activities well-coordinated
- Flexibility to changes in scope and schedule
- Provisions for technical and quality control

13.2 Project Manager and Team Qualifications (40%)

- Specialized Qualifications of the Project Manager and Team
- Involvement and commitment of key personnel
- Ability to perform within schedule with assigned staff
- Current depth of technical expertise in firm

13.3 Project Experience (25%)

- Experience and Performance on similar projects
- Proven specialization of the firm on similar projects

14.0 SCHEDULE FOR NOMINATION, SELECTION, AWARD, AND SUBMITTALS

OMWD anticipates that the process for nominating and selecting a consultant, and awarding the contract, will be according to the following tentative schedule:

- | | |
|---|--------------------------------------|
| • RFP Issued | August 2, 2022 |
| • RSVP for Mandatory Pre-Proposal Site Visit by | August 15, 2022 at 2:00 PM |
| • Mandatory Pre-Proposal Site Visit at DCMWTP | August 16, 2022 at 10:00 AM |
| • Deadline to Request Technical Meetings | August 19, 2022 |
| • Deadline for Questions | August 25, 2022 |
| • Proposals Due | September 2, 2022 at 2:00 pm |
| • Interviews if needed | Mid-September, 2022 |
| • Anticipated Notification of Selection | Late September, 2022 |
| • Anticipated Negotiations and Award | October 2022 |
| • Anticipated Notice to Proceed | November 2022 |
| • Anticipated submittal of Draft Assessment Plan and Schedule | December 2022 |
| • Anticipated condition assessment | First Quarter of Calendar Year 2023 |
| • Anticipated submittal of Draft Condition Assessment Report | 4 months after condition assessments |

15.0 SPECIAL CONDITIONS

This RFP does not commit OMWD to award a contract, to defray any costs incurred in the preparation of a proposal pursuant to this RFP, or to procure or contract for work.

All proposals submitted in response to this RFP become the property of OMWD and are public records, and as such may be subject to public review.

OMWD reserves the right to cancel, in part or in its entirety, this RFP including, but not limited to selection schedule, submittal date, and submittal requirements. OMWD reserves the right to reject all proposals and terminate the project. If OMWD cancels or revises the RFP, rejects all Proposals or terminates the project, all proposers will be notified in writing by OMWD.

OMWD reserves the right to request additional information and/or clarifications from any or all proposers to this RFP.

The selected consultant will be required to sign an Agreement for Professional Services (Exhibit "A") and to provide the Insurance Certificates and all other required documentation within 10 calendar days of notification of selection.

Proposals are due September 2, 2022 at 2:00 PM.

Attachments:

Exhibit A – PSA template;

Background Documents are hyperlinked separately

PROFESSIONAL SERVICES AGREEMENT
FOR THE DCMWTP CONDITION ASSESSMENT AND IMPROVEMENT
RECOMMENDATIONS
FOR THE OLIVENHAIN MUNICIPAL WATER DISTRICT

22AGR0XX
D120165

This Agreement is entered into by and between the Olivenhain Municipal Water District, a Municipal Water District organized and operating pursuant to Water Code Sections 71000 *et seq.* (hereinafter the District) and CONSULTANT NAME, a California corporation organized and operating in the State of California (hereinafter “CONSULTANT”).

R-E-C-I-T-A-L-S

1. The District is a public agency organized and operating pursuant to Water Code Sections 71000 *et seq.*, which provides water, recycled water, and sewer service within certain areas of Northern San Diego County.
2. The District requires the services of an [TYPE OF COMPANY] to provide [SERVICES] with in the District boundaries.
3. CONSULTANT is an [TYPE OF COMPANY] licensed to do business in the State of California with [EXPERTISE].
4. The District desires to retain CONSULTANT to provide [SERVICES TO BE PROVIDED].

C-O-V-E-N-A-N-T-S

1. Services to Be Performed. CONSULTANT agrees to perform [SERVICES TO BE PERFORMED AND PROJECT NAME]. The services to be provided by CONSULTANT are more particularly described in the Scope and Cost Proposal attached hereto as Exhibit “A” and incorporated herein by reference. All work performed by CONSULTANT shall be subject to review and approval by the District. The District shall have no obligation to approve any work found defective by the District, in its sole discretion.

2. Correction of Defective Work. CONSULTANT agrees to correct all labor or materials found defective by the District at its sole cost and expense. All work found defective by the District shall be corrected in the time specified by the District by written notice to CONSULTANT.

3. Price for Work. CONSULTANT agrees to perform all work described in Exhibit "A" for a total price not to exceed \$XX,XXX. No increase in this price shall be allowed without the express written consent of the District. The District shall have no obligation to grant this consent and may deny consent to any price increase, in its sole discretion.

4. Payment for Work. CONSULTANT shall bill the District monthly for all labor and materials provided during the previous month. All billings shall include a complete description of all work completed during the previous month, including hours and costs of each person performing the work and shall also include a detailed description of progress to date on each task of work described in Exhibit "A". All bills shall be subject to review and approval by the District. Invoices approved by the District will be paid on a monthly basis thirty (30) days after the invoice has been approved by the District. The District shall have no obligation to pay for any work not expressly approved by the District. The District's approval shall not be unreasonably withheld. CONSULTANT shall provide the District with any additional information requested by the District from time to time to support any item contained on an invoice no later than seven (7) days after a written request for this information from the District.

5. Extra Work. The District may request additional work or services from CONSULTANT from time to time, as the District shall determine, in its sole discretion. CONSULTANT shall not commence any extra work without a written change order expressly approved by the District, in writing. Work performed by CONSULTANT without an approved change order signed by the District will not be paid for by the District. In the event the District determines that additional work is justified, the parties shall agree on the additional work to be performed and the price to be paid for this additional work prior to commencement of any additional work by CONSULTANT. It is understood by the parties that CONSULTANT shall not be entitled to any payment for extra work unless the District determines that it desires extra work to be performed and a written change order has been executed by the parties. Attached as Exhibit

“B” is the Request for Additional Work Form required by the District for all requests for additional work or task transfers.

6. Standard of Care. In performing all work and services required by this Agreement, CONSULTANT agrees to use the highest degree of skill and expertise ordinarily exercised, under similar circumstances, by a [INSERT CONSULTANT TYPE] with expertise in [EXPERTISE] and the other services described in the Scope and Cost Proposal attached as Exhibit “A”. As a material term of this Agreement, CONSULTANT warrants and represents that it has secured all licenses required by federal or California law to perform all work and services required by this Agreement. CONSULTANT agrees to perform all work required by this Agreement at all times in strict accordance with all applicable federal, state, and local laws and regulations which apply to the labor or materials being provided.

7. Work Performance Standards. CONSULTANT agrees to perform all work and services required by this Agreement in a manner which complies with all federal and state health and safety standards and in a manner which avoids damage or injury to any real or personal property of any person or entity, including any real or personal property of the District. CONSULTANT agrees to perform the work at all times in a manner which avoids the creation of any trespass or private or public nuisance during conduct of the work.

8. Liability for Work of Agents, Independent Contractors, and Subcontractors. CONSULTANT shall be solely liable and responsible for all labor and materials provided by any director, officer, agent, employee, subcontractor, supplier, or independent contractor hired or retained by CONSULTANT to perform any work or to provide any materials or supplies. The District shall have no liability whatsoever for any work or services performed or any materials or supplies provided by CONSULTANT or its directors, officers, agents, employees, subcontractors, suppliers, or independent contractors.

9. Time for Completion of Services. As a material term of this Agreement, CONSULTANT agrees to complete all work and services required by this agreement by no later than DATE. The breach of this paragraph shall constitute a material breach of this Agreement.

10. District Termination Right. The District shall have the express right to terminate this Agreement at any time without cause by giving seven (7) consecutive days advance written notice to CONSULTANT. This Agreement shall be automatically terminated without further action of any party upon expiration of the seven (7) day period. Promptly upon receipt of any termination notice from the District, CONSULTANT shall cease all further work and services, except as otherwise expressly directed by the District in the written termination notice. In the event the District exercises its termination right, CONSULTANT shall be paid only for work and services performed and approved by the District to the date this Agreement terminates. The District shall have the express right to withhold any payment otherwise due CONSULTANT to correct any labor or materials determined to be defective by the District at the time of termination. All plans, maps, drawings, reports, designs, or other writings of any type or nature prepared by CONSULTANT as a result of this Agreement shall become and remain the sole property of the District. All such writings shall be provided to the District not later than seven (7) consecutive days after termination of this Agreement for any reason. All labor, supplies, work and materials provided by CONSULTANT in conjunction with this Agreement shall become and remain the sole property of the District.

11. Hazardous and Toxic Waste. For purposes of this section, the term “hazardous or toxic waste” means any solid, liquid, or gaseous product classified as a hazardous or toxic waste under any federal, state, or local laws, rules, regulations, or ordinances, and all gas and oil products and by-products of every kind or nature. CONSULTANT shall be solely liable and responsible for the proper clean-up and removal of all hazardous or toxic waste used, handled, stored, or spilled by CONSULTANT or any director, officer, agent, employee, subcontractor, independent contractor or representative of CONSULTANT. CONSULTANT shall pay all fees, costs, expenses and fines necessary to clean-up or remediate any hazardous or toxic waste for which CONSULTANT is liable under this paragraph in strict accordance with all federal, state and local laws, rules and regulations at CONSULTANT’s sole cost and expense. CONSULTANT shall not be liable for any hazardous or toxic waste used, handled, stored or spilled by the District or its directors, officers, employees or contractors.

In the event any third party, including any regulatory agency, brings any claim or cause of action against the District to clean-up or remediate any hazardous or toxic waste for which

CONSULTANT is liable under this section, CONSULTANT shall also indemnify and hold harmless the District and its directors, officers, agents, and employees from all claims, actions, losses, costs, fees, expenses, fines, and penalties, of whatever type or nature, including all costs of defense and attorneys fees, upon written demand for indemnity from the District.

12. Independent Contractor. As a material term of this Agreement, it is expressly agreed between the parties that CONSULTANT is performing all work and services for the District pursuant to this Agreement as an independent contractor and not as an agent or employee of the District. The parties further agree and acknowledge that the District expects CONSULTANT to make its own independent determination of the means and methods to perform all work required by this Agreement, and will not be directed as to any of these means or methods by the District.

13. Conflicts of Interest Prohibited. As a material term of this Agreement, CONSULTANT shall not in any way attempt to use its position to influence any decision of the District in which it knows, or has reason to know, its has a financial interest other than the compensation provided in this agreement. As a material term of this Agreement, CONSULTANT warrants and represents that it does not, to the best of its knowledge, have any economic interests which would conflict with any of its duties under this Agreement. CONSULTANT agrees not to secure any economic interest during the performance of this Agreement which conflicts with its duties to the District under this Agreement.

14. Breach. The breach of any term or provision of this Agreement by CONSULTANT shall constitute a material breach of this Agreement.

15. District Remedies for Breach. In the event CONSULTANT breaches any term, covenant, or condition of this Agreement or fails to perform any work or services required by this Agreement, the District shall be entitled to elect all or any of the following remedies at the District's sole option:

15.1 Unilateral Termination. Unilaterally terminate this Agreement by written notice to CONSULTANT. Upon election of this remedy by the District, Paragraph 10 governing District Termination Right shall apply; or

15.2 Specific Enforcement. Enforce any provision of this Agreement by specific performance. If this remedy is elected by the District, CONSULTANT agrees that specific performance is appropriate and reasonable given the unique and special services being performed by CONSULTANT and expressly waives the right to contest the right of the District to seek specific performance in any subsequent action or proceeding between the parties; or

15.3 File suit against CONSULTANT for damages arising from breach of this Agreement. In the event the District elects this remedy, it shall be entitled to recover all damages authorized by law; and/or

15.4 The District shall be entitled to withhold such amounts as the District determines are appropriate, in its sole discretion, to complete the work or services required by this Agreement, or to correct any labor or materials resulting from CONSULTANT's negligence.

In the event the District is required to pay any sum or amount to complete any labor or materials services required by this Agreement, or to correct any labor or materials resulting from CONSULTANT's negligence, amounts paid by the District shall earn interest at the rate of one percent (1%) per month from the date of payment until the District is repaid in full.

16. Insurance. At all times during the term of this Agreement, CONSULTANT must maintain a commercial liability insurance policy, workers' compensation insurance, and professional liability insurance in strict accordance with all terms of this paragraph. The insurance required by this paragraph shall be provided as follows:

16.1 Liability Insurance. Following execution of this Agreement, and prior to commencement of any work, CONSULTANT shall provide the District with proof of liability insurance coverage with an insurance company licensed to do business in the State of California and acceptable to the District, providing \$1,000,000 of coverage per occurrence and \$2,000,000 minimum aggregate. The liability insurance coverage shall include each of the following types of insurance:

A. General Liability:

- | | |
|----------------------------------|---|
| 1. Comprehensive Form | 6. Contractual Insurance |
| 2. Premises-Operations | 7. Broad form Property Damage, Including Completed Operations |
| 3. Explosion and Collapse Hazard | 8. Independent Contractors |
| 4. Underground Hazard | |

5. Projects/Completed Operations Hazard 9. Personal Liability

B. Auto Liability

1. Comprehensive Form
2. Owned
3. Hired

The policy shall include contractual coverage sufficiently broad to insure the matters set forth in the section entitled “Indemnity” in this Agreement. The deductible amount shall not exceed \$5,000.00. Also included in such insurance shall be a “cross-liability” or “severability of interest” clause.

16.2 Workers’ Compensation Insurance. Following execution of this Agreement and prior to commencement of any work, CONSULTANT shall submit proof of insurance showing they have obtained, for the period of the agreement, full workers’ compensation insurance coverage for no less than the statutory limits covering all persons whom CONSULTANT employs or may employ in carrying out the work under this agreement.

16.3 Professional Liability Insurance. Following execution of this Agreement, and prior to commencement of any work, CONSULTANT shall provide the District with proof of professional liability insurance with an insurance provider licensed to do business in the State of California, providing \$1,000,000 of coverage per occurrence and \$2,000,000 minimum aggregate. This insurance shall have a deductible not to exceed \$5,000.

16.4 ACORD Certificate of Liability Insurance and Additional Insured Endorsements. All insurance required by Paragraph 16.1, 16.2, and 16.3 of this agreement shall be submitted on an ACORD Certificate of Liability Insurance. Insurers must be authorized to do business and have an agent for service of process in the State of California and have an ‘A’ financial strength rating and a financial size rating of at least Class VI in accordance with the most current A.M. Best’s Rating Guide. Additional Insured Endorsements must be provided for the Liability Insurance called out in Paragraph 16.1 with the **Olivenhain Municipal Water District (District), the District’s Engineer/Architect, the District’s Representatives, Consultants, and each of the District’s Directors, Officers, Agents, and Employees** named as additional insureds. The insurance must include a Waiver of Subrogation and must be Primary and non-Contributory.

The additional insured endorsements must be provided on Form CG 20 10 10 01. The insurance certificate and endorsements shall be cancelable with notice delivered to the District in accordance with the policy provisions.

17. Job Site Safety. CONSULTANT shall be solely liable and responsible for complying with all federal, state and local laws, rules and regulations pertaining to job safety for all agents, employees, subcontractors, suppliers, and independent contractors retained by CONSULTANT to perform any work or services or to provide any materials required by this Agreement. However, CONSULTANT shall not be liable or responsible for overall job site safety or the job site safety for any workers or agents employed by any construction contractor performing any work for the District on any construction project.

18. Indemnity. As a material term of this Agreement, CONSULTANT agrees to hold harmless, indemnify, and defend the District and its directors, officers, employees, agents, and representatives from and against any and all demands, liability, claims, suits, actions, damages, costs, fees, expenses, fines, and penalties, of whatever type or nature, including, but not limited to, reasonable attorney fees, to the extent arising out of, pertaining to, or relating to the willful misconduct, recklessness, or negligence of CONSULTANT, including its directors, officers, employees, agents, subcontractors, sub-consultants, suppliers, independent contractors, or other persons and entities employed or utilized by CONSULTANT in the performance of this Agreement. In the event that any administrative proceeding, litigation or arbitration is instituted naming the District or any other indemnified parties as a defendant, the District and such other indemnified parties shall be entitled to appoint their own independent counsel to represent them, and CONSULTANT agrees to pay all reasonable attorneys fees, expert fees and costs, and litigation costs associated with this defense within thirty (30) days of any billing; provided however, that the CONSULTANT's obligation shall be limited as provided by Civil Code Section 2782.8 to the extent that the CONSULTANT establishes its proportionate percentage of fault by stipulation of all the parties to the proceeding or a final adjudicatory determination.

19. Miscellaneous Provisions.

19.1 California Law Governs. This Agreement shall be governed by California law.

19.2 Jurisdiction and Venue. In the event of any legal or equitable proceeding to enforce or interpret the terms and conditions of this Agreement, the parties agree that jurisdiction and venue shall lie only in the federal or state courts in or nearest to the North County Judicial District, County of San Diego, State of California.

19.3 Modification. This Agreement may not be altered in whole or in part except by a written modification approved by the Board of Directors of the District and executed by all the parties to this Agreement.

19.4 Attorneys' Fees. In the event any arbitration, action or proceeding is initiated to challenge, invalidate, enforce or interpret any of the terms of this Agreement, the prevailing party shall be entitled to all attorneys' fees, all expert fees and costs, and all litigation fees, costs, and expenses in addition to any other relief granted by law. This provision shall apply to the entire Agreement.

19.5 Entire Agreement. This Agreement, together with all exhibits attached hereto, contains all representations and the entire understanding between the parties with respect to the subject matter of this Agreement. Any prior correspondence, memoranda, or agreements, whether or not such correspondence, memoranda or agreements are in conflict with this Agreement, are intended to be replaced in total by this Agreement and its exhibits. CONSULTANT warrants and represents that no District representative has made any oral representations or oral agreements not contained in this Agreement. CONSULTANT further warrants and represents that CONSULTANT has not relied upon any oral statements or promises made by any District representative or agent in executing this Agreement. The parties mutually declare that this Agreement and its exhibits constitute a final, complete and integrated agreement between the parties.

19.6 Prohibition on Assignment. CONSULTANT shall not be entitled to assign or transfer all or any portion of its rights or obligations in this Agreement without obtaining the

express prior written consent of the District. The District shall have no obligation to give its consent to any assignment and may deny any requested assignment, in its sole discretion.

19.7 Binding Effect. This Agreement shall inure to the benefit of and be binding upon the parties and on their respective purchasers, successors, heirs and assigns.

19.8 Unenforceable Provisions. The terms, conditions, and covenants of this Agreement shall be construed whenever possible as consistent with all applicable laws and regulations. To the extent that any provision of this Agreement, as so interpreted, is held to violate any applicable law or regulation, the remaining provisions shall nevertheless be carried into full force and effect and remain enforceable.

19.9 Representation of Capacity to Contract. Each party to this Agreement represents and warrants that he or she has the authority to execute this Agreement on behalf of the entity represented by that individual. This representation is a material term of this Agreement.

19.10 Opportunity to be Represented by Independent Counsel. Each of the parties to this Agreement warrants and represents that it has been advised to consult independent counsel of its own choosing and has had a reasonable opportunity to do so prior to executing this Agreement.

19.11 No Waiver. The failure of either party to enforce any term, covenant or condition of this Agreement on the date it is to be performed shall not be construed as a waiver of that party's right to enforce this, or any other, term, covenant, or condition of this Agreement at any later date or as a waiver of any term, covenant, or condition of this Agreement. No waiver shall occur unless the waiver is expressly stated in writing and signed by the person for the party having the authority to expressly waive the benefit or provision, in writing. No oral waivers shall be effective against either party.

19.12 No Joint Venture and No Third Party Beneficiaries. Nothing in this Agreement is intended to create a joint venture, partnership or common enterprise relationship of any kind between the District and CONSULTANT. No third parties shall be construed as beneficiaries of any term, covenant or provision of this Agreement.

19.13 Time of Essence. The parties agree that time is of the essence as to all matters specified in this Agreement. The parties mutually declare that this is a material term of this Agreement.

19.14 Notices. All letters, statements, or notices required pursuant to this Agreement shall be deemed effective upon receipt when personally served, transmitted by facsimile machine, or sent certified mail, return receipt requested, to the following addresses or facsimile numbers:

To: "CONSULTANT"
FULL NAME
Attn:
ADDRESS
CITY, STATE, ZIP
Fax No. :(XXX) XXX-XXXX

To: "District"
Olivenhain Municipal Water District
Attn: General Manager
1966 Olivenhain Road
Encinitas, California 92024

19.15 Effective Date. The effective date of this Agreement executed in counterparts in Olivenhain, California, within the North County Judicial District, County of San Diego, State of California, is _____, 2022.

Dated: _____, 2022

Olivenhain Municipal Water District,
a public agency

By: _____
Kimberly A. Thorner
General Manager

Dated: _____, 2022

CONSULTANT

By: _____

Title: _____

DRAFT

EXHIBIT "A"

Scope of Services and Fee

(To be added after award)

EXHIBIT "B"

Olivenhain Municipal Water District Request for Additional Work (Includes Authorization to Perform Additional Services and Inter-Task Transfers)

Consultant name _____ Request # _____

Project name _____ Date Required _____

Project Task	Current Budget	Change	Revised Budget
			\$0.00
			\$0.00
			\$0.00
Total Contract Change Amount		\$0.00	\$0.00

Original Project Budget	_____
Prior requests approved	_____
This request	\$0.00
Revised Project Budget	_____

Reason for requested change(s), please attach supporting documentation

Signature of consultant representative _____ Date _____
 e-mail _____

Email the completed form to tgarnica@olivenhain.com or mail to 1966 Olivenhain Rd., Encinitas, CA. 92024

OMWD use only below this line

Approved by _____ Date _____

Workorder number(s) to charge _____ OMWD Record No. _____

Original to General Manager

Copies to

Originating Dept. Consultant Project Acct