



REQUEST FOR PROPOSALS  
FOR  
DESIGN OF THE ELFIN FOREST RECREATIONAL RESERVE VISITOR ACCESS  
IMPROVEMENT PROJECT

PROPOSALS DUE:  
August 23, 2023, 2:00 P.M.

OLIVENHAIN MUNICIPAL WATER DISTRICT

  
John Carnegie  
Customer Services Manager

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# REQUEST FOR PROPOSALS

## FOR

### DESIGN OF THE ELFIN FOREST RECREATIONAL RESERVE VISITOR ACCESS

#### IMPROVEMENT PROJECT

#### 1.0 INTRODUCTION

Olivenhain Municipal Water District (OMWD) is seeking proposals from qualified engineering consultants to provide final design plans, specifications, contract documents, and construction cost estimates for the Elfin Forest Recreational Reserve (EFRR) Visitor Access Improvement Project (Project) located at 8833 Harmony Grove Road, Escondido, California, 92029. The Project entails demolition of the existing overflow parking lot and construction of a new and expanded overflow parking lot. OMWD invites qualified engineering and construction service consultants to submit a proposal for the Project which shall increase the overflow parking lot capacity to accommodate the public's growing recreation demand due to population increases and development. Expansion of the overflow parking lot will renovate an existing 16-stall parking lot to an approximate 60-stall parking lot that will include concrete pad for portable restrooms, drinking fountain, non-motorized gate, security camera, site work grading, surveying, signage, fencing, landscaping, trail head kiosk, and map. No sewer is needed for the Project, as the bathrooms are portable restrooms. The only power needed in the parking lot will be a wireless stand-alone solar/battery-powered security camera; OMWD will determine the location to the selected consultant during the design process. Water will be for the drinking fountain only.

The key objectives of the project include:

1. Meet with OMWD staff to confirm project design elements, project footprint, and project objectives. Conceptual drawings are available for reference; the selected consultant will need to present and submit its own design.
2. Selected consultant will need to identify required permitting with the County of San Diego and include in the 60% plan set.
3. Design shall not change existing site hydrology and shall not create focused discharge, increased runoff, increased erosion, or the addition of stormwater infrastructure. Any changes to site topography must include mitigation design elements for managing stormwater runoff.

4. Determine need for fire hydrant(s) and other water services, and ADA compliance.
5. Parking lot surface material shall be composed of recycled Class II Base and topped by decomposed granite. Base and DG shall be compacted to 95% RC as finished surface.
6. Prepare a 60%, 90%, 100%, and Final Design of the Project and estimated costs. It is critical to OMWD that the 60% design package be completed by early 2024 to support FY 25 budgeting.
7. Upon approval of the 60%, 90%, and 100% design, prepare Final Design and contract documents for bidding including plans and specifications.
8. As an optional task for future authorization, provide engineer of record support services through the construction phase to OMWD staff for Construction Management efforts.

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.

The Project is being funded by California State Parks' Recreational Trails Program and OMWD Capital Improvement Project funding. Grant milestones are not available at this time, and will be identified in late 2023. OMWD anticipates that the Project construction will be completed by late 2025.

## 2.0 OLIVENHAIN MUNICIPAL WATER DISTRICT

OMWD is a municipal water district organized and operating pursuant to Water Code Sections 71000 et seq. OMWD serves approximately 87,000 people through approximately 22,000 potable water connections, (29,000 meters) in a 48 square-mile area including portions of the unincorporated County of San Diego, and the Cities of Carlsbad, Encinitas, Solana Beach, 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

Planning and design of this project is planned for FY 2024 and construction of this project is planned for FY 2025. The Project is funded through the CIP Budget and grant funding from California State Parks' Recreational Trails Program. CEQA compliance work has been completed; and NEPA compliance work is underway under a separate contract and expected to be complete by the end of 2023. Consultants may request to review grant application and environmental documents at the technical meeting. A preliminary conceptual design for the Project was created for grant funding application purposes, and is not required to be incorporated in the final design.

Design for the Project was included in OMWD's 10-year Capital Improvement Program, within its fiscal year (FY) –2024 budget. \$145,000 is budgeted for this design for both consultant and staff. Based on conceptual cost estimate, the planning level cost estimate for construction is approximately \$0.75M.

### 4.0 OMWD PROJECT MANAGEMENT

The Project will be managed by the OMWD Engineering Manager, OMWD Engineering Services Supervisor, or designated representative, in close coordination with OMWD Parks Supervisor

### 5.0 SCOPE OF SERVICES

OMWD is seeking receive quality submissions from qualified consultants who can assist OMWD with design services for the Elfin Forest Recreational Reserve Access Improvement Project. It is essential the selected consultant have (1) grading design experience, (2) experience working adjacent to sensitive habitat, (3) knowledge of County of San Diego requirements impacting the project, and (4) scheduling, sequencing, and coordination expertise. Close coordination with OMWD staff shall be maintained to ensure staff knowledge is captured and integrated into the project design.

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. 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 to improve the project. The Consultant is encouraged to incorporate items deemed necessary to meet the needs of OMWD in

completion of the project, including attending any necessary meetings to gather information, receive input and approvals, and review preliminary results.

## **Task 1 – 60% DESIGN**

### **Task 1.1 – Baseline Research**

Review the available data and information, perform site visits, and meet with OMWD staff to confirm the information and the approach.

The 60% design and construction estimate should include but not be limited to:

### **Task 1.2 - 60% Design**

#### **Task 1.2.a. Evaluation of Overflow Parking Lot Location**

Consultant shall evaluate locations/layouts for the overflow parking lot and recommend the optimal placement in their design.

#### **Task 1.2.b. Overflow Parking Lot Layouts**

Layout should carefully consider traffic flow, egress and ingress, safety, access for emergency vehicles, access for operation and maintenance, need for fire hydrant(s) and other water services, ADA compliance, and any constructability or implementation considerations. Present proposed layout(s) to OMWD before progressing and conduct meeting to review and confirm final layout.

Following the meeting, summarize options and decisions in a technical memorandum to document the basis of design. In the tech memo, provide the proposed drawing index and proposed table of contents for the technical specifications.

#### **Task 1.2.c. Identification of Right-of-Way and Property Needs**

Consultant shall identify any right-of-way or property needed for the overflow parking lot and appurtenances not already owned by OMWD. Identify those during the reviews of layouts and document this information in the same technical memorandum to OMWD with complete justification. Design elements should be carefully considered to avoid any ROW acquisition activities if possible. OMWD does not anticipate any additional ROW acquisition to be required.

#### **Task 1.2.d. Identification of any Special Construction or Permit Areas or Key Sequencing**

Consultant shall identify any areas within the project requiring special construction techniques, traffic control, or permits, **as well as key sequencing or constraints**. Identify those during the review of layouts, and document in the same technical memorandum.

#### **Task 1.2.e. County of San Diego Coordination**

Consultant shall meet with the County of San Diego as needed to review the project and collect their comments and input. Consultant shall identify permits and approvals, submittal requirements, fees, signature blocks, and processing time. For traffic control, Consultant shall identify and discuss the requirements for any special areas, collect traffic control requirements, and define pavement replacement requirements. OMWD staff will attend these meetings.

#### **Task 1.2.f. Utility Coordination**

Consultant shall research all public and private utilities and incorporate information into the 60% design. Design conflicts shall be resolved by the Consultant with input from OMWD. Consultant shall prepare a brief technical memorandum listing public agency and private utility issues, approvals, and permits related to the project.

#### **Task 1.2.g. Construction Cost Estimate and Schedule**

Consultant shall prepare an opinion of probable construction cost broken down by the major items of work to coincide with the 60% design submittal, following industry standards for cost estimating, such as Association for the Advancement of Cost Engineering (AACE) cost estimate classification system. The costs should be inflated to the mid-point of expected construction. If the estimate exceeds OMWD's budget, the selected consultant shall make suggestions on phasing or other changes to stay within budget. Prepare a construction schedule showing, at a minimum, completion of the plans, bidding, award, construction, and start-up.

#### **Task 1.2.h. Submittals**

The Consultant shall submit electronically the 60% design package, including drawings and technical specifications, and 60% cost estimate.

#### **Task 1.3 – Meetings**

Consultant shall schedule as many meetings as necessary to complete their work, but at a minimum, shall participate in the following scheduled meetings with OMWD through the course of the 60% design. These meetings shall include:

- Project kickoff meeting
- 60% plan submission

Consultant shall prepare meeting agendas and minutes for each of these meetings, which will be distributed to all attendees. Note that an additional meeting to review layouts is included in Task 1.2.

#### **Task 1.4 - Quality Assurance and Quality Control**

Prior to submitting any materials to OMWD or other agencies, Consultant shall provide quality assurance and quality control (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 – ENVIRONMENTAL DOCUMENTATION AND PUBLIC OUTREACH SUPPORT**

#### **Task 2.1 – Environmental Documentation Process**

CEQA compliance work has been completed and NEPA compliance work is underway under separate contract. Consultant shall provide technical support to OMWD on environmental document(s) as needed and to incorporate required mitigation into the design documents. Consultant shall also identify any areas within the proposed project requiring special construction techniques due to environmental considerations, including, but not limited to, creek/drainage crossing or proximity, preservation areas, and traffic/hours of work. Consultant shall identify and coordinate with OMWD's consultant the permit requirements of other regulatory agencies.



### **Task 2.2 – Public Outreach Process**

Consultant shall provide technical data and graphics to support OMWD’s public outreach process to the residential and commercial customers and community. Examples include aerial exhibits showing the proposed overflow parking lot layout and proposed work areas.

### **Task 3 – FINAL DESIGN**

Following approval of the 60% design package and selection of a preferred approach, and upon authorization from OMWD to proceed with Task 3, Consultant shall prepare construction drawings, specifications, and final cost estimates suitable for the construction of the project.

#### **Task 3.1 – Utility Coordination**

Consultant shall complete records research and coordination with utilities and agencies to finalize the locations of existing and proposed facilities in order to minimize disruptions to, or modifications of, all utilities impacted by the 100% Final Design. Consultant shall plot utilities on the plans and resolve conflicts, send plans to utility owners for review, follow-up to obtain comments, respond to comments, coordinate with OMWD on decisions, and modify contract documents, if needed.

#### **Task 3.2 – Mapping and Survey**

Consultant shall complete field and aerial surveys necessary to support the 100% Final Design. Include surface features, existing utilities, and parcel, right-of-way, and easement lines. Conduct a field investigation to review and verify survey information and utilities.

#### **Task 3.3 – Geotechnical Investigation**

Consultant shall complete a geotechnical investigation to support the 100% Final Design and prepare a summary report.

#### **Task 3.4 – Potholing**

Consultant shall include a budget for potholing conflicting or critical utilities if identified in records research as stated in section 3.1. If potholing is deemed required, a potholing plan shall be submitted to OMWD for review and concurrence prior to commencement of the activity.

### **Task 3.5 – Right-of-Way and Property Acquisition**

Consultant shall prepare plat maps and legal descriptions for any right-of-way or property, including temporary construction easements and permanent easements. Property acquisition, though not anticipated, will be completed by OMWD with support from the Consultant. OMWD will acquire any easements if determined by the Consultant to be needed.

### **Task 3.6 – Construction Drawings**

Consultant shall prepare drawings and specifications suitable for the construction of the overflow parking lot. The drawings shall include plans and details required for a complete bidding and construction, including but not limited to plans and profile, connection details, construction phasing, traffic control, County of San Diego construction requirements. Consultant shall support OMWD in coordinating submittals and responding to comments from the County of San Diego. The design drawings shall be prepared in AutoCAD and submitted in PDF.

#### **Task 3.6.a. Submittals**

Progress submittals shall be submitted to OMWD for review at 90%, 100%, and “Final For Construction” stages, in concurrence with section 1.2. Consultant shall submit via email in PDF to OMWD for review at each relevant submittal, allowing up to three (3) weeks for each OMWD review. Consultant shall incorporate OMWD comments after the review and provide a matrix response. If Consultant fails to properly incorporate OMWD comments or does not meet drafting standards resulting in additional submittals, it shall be at no cost to OMWD. At completion of the project, submit AutoCAD and Adobe PDF files of the documents to OMWD.

### **Task 3.7 – Construction Specifications**

Provide complete construction specifications including project-specific front-end contract, general, and special conditions, and all relevant technical specifications required for construction of the project, including sequencing and environmental requirements. OMWD’s Standard Specifications and Drawings shall be incorporated by reference, where applicable. Incorporate grant requirements for the contractor into the special provisions. OMWD standard “front end” specifications will be provided to the design engineer in MS Word format for review and editing. Provide specifications for review at the 90%, 100%, and “Final for Construction” submittals.

### **Task 3.8 – Schedule and Cost Estimate**

Provide an anticipated construction schedule and detailed cost estimate based on the estimated construction time frame. The estimate shall be revised for the 90- and 100% submittals by revisiting all quantities, assumptions, unit costs, supplier quotes, and adjustments due to supply-chain issues or other factors. Cost estimate shall be broken down by the major items of work and shall follow industry standards for cost estimating, such as Association for the Advancement of Cost Engineering (AACE) cost estimate classification system. The costs should be inflated to the expected midpoint of construction. If the estimate exceeds OMWD's budget, make suggestions on phasing or other changes to stay within budget.

The construction schedule shall be submitted with the 90%, and 100% submittals and the detailed cost estimate shall be submitted with 90%, and 100% submittals. Construction schedule shall show, at a minimum, completion of the plans, bidding, award, construction, shutdowns, and start-up.

### **Task 3.9 – Meetings for Final Design**

Consultant shall participate in at a minimum two (2) scheduled meetings with OMWD through the course of the final design. These meetings shall include:

- Review of 90% design package
- Review of 100% final design package

Consultant shall prepare meeting agendas and minutes for each of these meetings, which will be distributed to all attendees. If Consultant requires additional meetings to complete their work, they should be noted in the scope.

### **Task 3.10 - Quality Assurance and Quality Control**

Consultant shall provide quality assurance and quality control (QA/QC) reviews through the course of project.

### **Task 3.11 - Pre-Bid Assistance**

Consultant shall provide the following services as part of the project:

- Prepare slides for and attend a pre-bid meeting hosted by OMWD for prospective bidders and be available to answer questions at the meeting.

- Review and prepare written responses addressing technical questions submitted by the prospective bidders during the bid phase for inclusion in bid addenda. OMWD staff will prepare and transmit any necessary addenda to prospective bidders. Assume responding to up to three (3) technical questions.

#### **Task 4 – PROJECT MANAGEMENT**

This task addresses the management responsibilities associated with proper scheduling review, budget control, invoice preparation and coordination with OMWD and Consultant's project team. Consultant shall provide project management during design to achieve the project objectives and stay within budget and on schedule. Notify OMWD immediately if any budget or schedule variances are expected. Submit monthly progress emails to OMWD and the team. 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 5 - ENGINEERING SERVICES DURING CONSTRUCTION (Optional)**

Under separate future authorization, Consultant shall provide the following engineering services during construction as part of the project:

- Prepare conformed documents.
- Attend field meetings as necessary to coordinate construction issues with OMWD's Representative.
- Review and prepare written responses addressing Requests For Information (RFI) submitted by the contractor. Assume responding to up to three (3) RFIs.
- Review and prepare written responses addressing construction Potential Change Orders (PCO) submitted by the contractor. Assume responding to up to three (3) PCO's.
- Attend field meetings as necessary to respond to RFIs or PCOs.
- Review contractor redlines and prepare record drawings. Provide final CADD and pdf.

## 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.

## 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 designs.
- Conceptual design layout drawings for the Project.
- 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.
- Answer questions regarding the Project at any time during all phases of the work.
- Make initial contact with customers and stakeholders, and assist Consultant with coordination.

## 8.0 SPECIAL CONSIDERATIONS

The Consultant shall schedule their on-site activities with minimal interruption to OMWD operations.

## 9.0. PROPOSAL REQUIREMENTS

Written proposals are to include at a minimum a detailed 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 subconsultant(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 Proposal should be concise, well organized, and should demonstrate the responder's qualifications and experience related to the project. Responders will be evaluated based on the information submitted according to the following.

### Executive Summary

Include a short summary of the entire Proposal describing the highlights of the Proposal.

### Identification of Responder

- Legal name and address of company.

- Legal form of company (partnership, corporation, joint venture, etc.). If the company is a joint venture, identify the members of the joint venture and provide all information required under this section for each member. If company is a wholly owned subsidiary of a “parent company,” identify the “parent company.”
- Number of years the company has maintained a local office.
- Number of employees in the office.
- Name, title, address, and telephone number of person to contact concerning the Proposal.
- Name, title, address, and telephone number of person who will sign the agreement if selected for the project.

### Experience

Describe the Consultant’s experience in completing similar consulting efforts. List at least three (3) 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, date initiated, date completed (if applicable), and value of consulting contract. OMWD will consider consulting projects currently being performed. Identify the role of the key personnel proposed for OMWD’s project. Present the experience of any specialty consultants.

### Proposed Approach to Accomplish the Work

The project approach section shall set forth the Consultant’s plan and ideas for organizing the work and achieving the objectives identified in this RFP. It should identify specific stages of the work, project constraints, tasks, task order and work products. The Proposal should: 1) discuss the Consultant’s plan for coordinating efficiently and effectively with OMWD staff, 2) provide an overview project schedule for completing the planning and design work considering your staff and current workload, 3) include a list of anticipated deliverables, and 4) offer creative ideas or enhancements to improve project approach and scope and meet OMWD’s objectives.

### 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. For each of the key personnel identify their main work location.

Describe 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 subconsultants. 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 personal and organizational conflicts of interest prohibited by law do not exist, in conformance with OMWD's Standard Agreement for Professional Services (Exhibit B). Any documentation required by OMWD shall be submitted by the Consultant and all subconsultants.

The Consultant shall provide as a separate appendix to their Proposal (not part of the maximum (10) one-sided pages (8-1/2" x 11") in length excluding front and back cover, dividers, resumes (no longer than two pages), and organizational chart, appendices, any substantive comments related to their ability and willingness to sign OMWD's Standard Agreement for Professional Services. Any significant or substantive comments brought forth by the selected Consultant after the selection process is completed may be cause for rejection.

#### Consultant Proposed Scope of Work, Hours, and Cost Proposal

A proposed Scope of Work shall be submitted as an Appendix to the Proposal. The Consultant shall use the draft scope as the minimum work expected for completion of the project. If the Consultant determines additional scope items are required for the project, they shall include them in the scope of work and identify them as such. Provide a brief description of each item in the proposed scope of work which clearly describes the level of effort for that item. Consultant shall provide standalone Scopes of Work for the 60%, 90%, and 100% Final Design efforts as if each were an independent level of effort.

A cost proposal shall also 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 subconsultants are: mileage at the IRS rate, report printing, blueprinting, and postage. OMWD will not pay any markup for reproduction costs, subconsultant costs, or other direct costs. Costs for IT, 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. Optional tasks to be identified in cost proposal as separate line items.
- Labor (personnel classifications, estimated hours and hourly rates).
- Direct costs.
- Subcontracts.

The Consultants fee estimate shall fully detail estimated costs. Columns shall be used to present labor hours and billing rate for each labor category or individual and each subcontractor. Columns shall be included for total estimated labor hours, total labor cost, total direct cost, and overall total cost. Cost lines shall be presented for each major task.

Consultant shall provide Fee Estimates for each task and subtask . The Fee Estimates shall be provided in a single table with a total sum at the bottom for both efforts. Identify fee estimate for any optional task separately.

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 and a summary of contract status (contract value, billed previously, current invoice, invoiced to date, remaining). 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 subconsultant. 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 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 document, in an electronic format (smart PDF) with navigable bookmarks via email to [prebid@olivenhain.com](mailto:prebid@olivenhain.com).

The Proposal shall not exceed ten (10) one-sided pages (8-1/2" x 11") in length, excluding front and back cover, dividers, resumes and organizational chart, and appendices. Resumes should be no longer than two pages.

**The Proposals must be received no later than 2:00 PM PDT, on August 23, 2023 to:**

[prebid@olivenhain.com](mailto:prebid@olivenhain.com)  
OLIVENHAIN MUNICIPAL WATER DISTRICT  
ATTN: Diana Spencer  
Engineering Department Assistant

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](mailto:prebid@olivenhain.com). The header of the email should clearly state the reference project. The last day for questions is 5:00pm, August 16, 2023.

There is no pre-proposal meeting for this project.

Consultants may request a 30-minute “technical meeting” via Teams. Meetings may be scheduled with Diana Spencer, [dspencer@olivenhain.com](mailto:dspencer@olivenhain.com), by August 10, 2023. The meetings are intended to answer technical questions and discuss ideas, which will be kept confidential. Consultants may request to review grant application and environmental documents at the technical meeting. Do not discuss team qualifications at the meetings. Prior to the meetings, the interested consultant teams should have 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. 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 consultants. OMWD will rank the finalists as to qualifications and select the successful consultant.

If necessary, OMWD will enter into negotiations with the selected consultant. 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 consultant, OMWD will terminate negotiations with the selected consultant and negotiations with the second ranked consultant 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. Depending on the negotiated scope and fee, the agreement may be presented to the Board of Directors for consideration at their regularly scheduled October or November 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
- Creative, efficient, and cost-effective ideas and methods for the design and construction of the project
- 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
- Completeness of the fee estimate considering the proposed scope of work

### 13.2 Project Manager and Team Qualifications (40%)

- Specialized Qualifications and geographic location 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 the Consultant and its subconsultants

### 13.3 Project Experience (25%)

- Experience and Performance on similar projects
- Proven specialization of the Consultant on similar projects
- Complexity and geographic location of the project experience

## 14.0 SCHEDULE FOR NOMINATION, SELECTION, AND AWARD

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

- |  |                          |
|--|--------------------------|
| • Issue RFP                              | July 18, 2023            |
| • Deadline to request Technical Meeting  | August 10, 2023, 5:00 pm |
| • Deadline to Submit Questions           | August 16, 2023, 5:00 pm |
| • Proposals Due                          | August 23, 2023, 2:00 pm |
| • Anticipated Notification of Selection* | September 2023           |

- Anticipated Board Award and Agreement Execution      October/November 2023
- 60% Design Delivery Milestone      January 2023
- 90% Design Completed      6 weeks following receipt of 60% comments

\*Scheduled date impacted if consultant interviews are added to selection process.

## 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 B) and to provide the Insurance Certificates and all other required documentation within ten (10) calendar days of notification of selection following Board authorization. All vendors submitting a proposal for consideration agree that their company will be willing to enter into a negotiated, final Agreement for Professional Services, attached as Exhibit "B", if awarded this proposal. If the vendor identifies any exceptions to the requirements and conditions of the Agreement, the vendor will provide a clear explanation of why the vendor is taking exception to the requirements. If exceptions are not noted in the vendor's proposal, the vendor agrees that the vendor's proposal meets the requirements as set forth in the RFP and the vendor is prepared to enter into the final Agreement for Professional Services. OMWD payment terms are within 30 days of OMWD receipt of acceptable invoice.

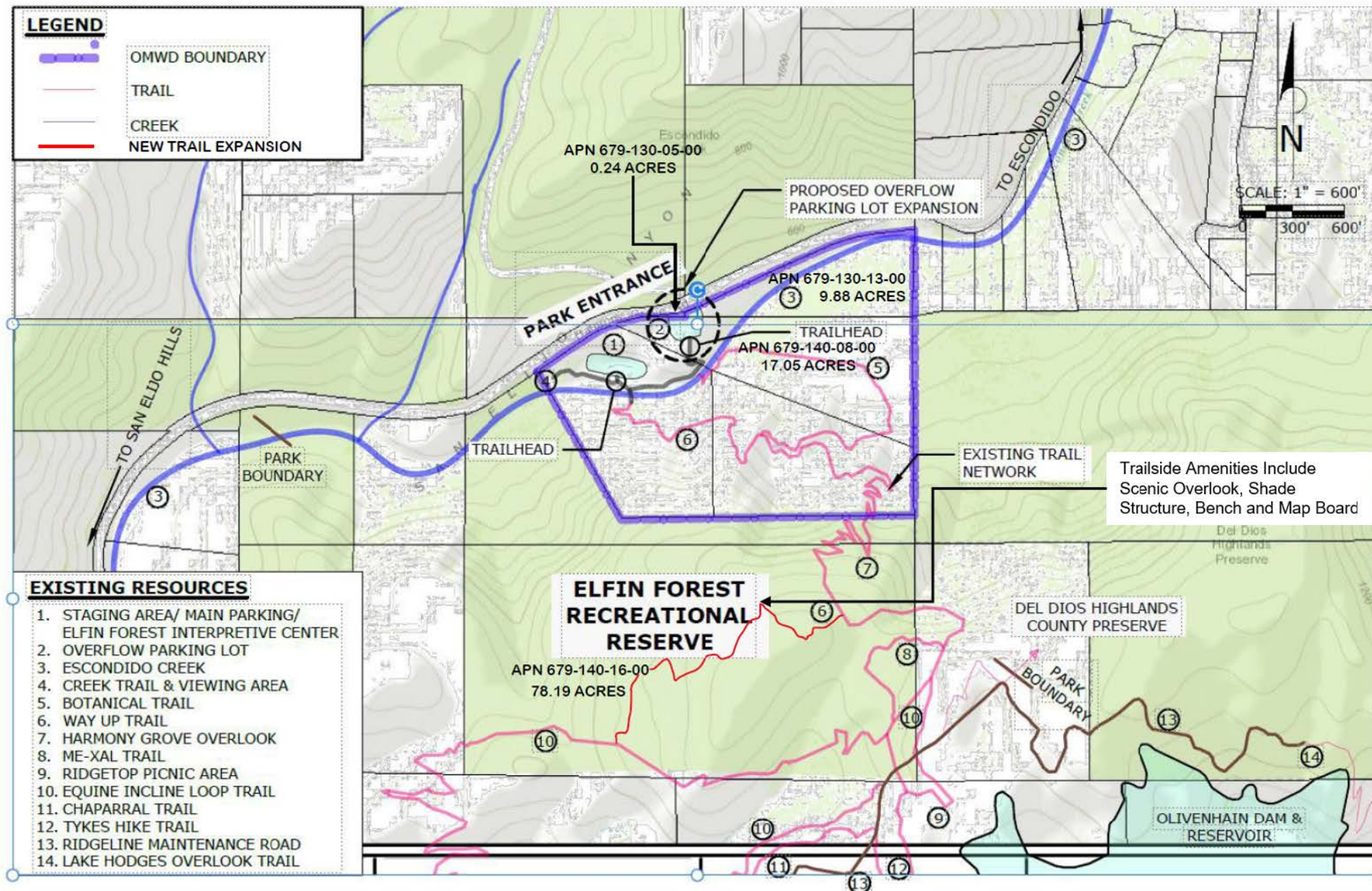
**Proposals are due August 23, 2023 at 2:00 p.m.**

### Attachments:

Exhibit A – Conceptual Design Drawings

Exhibit B - Draft Professional Services Agreement





ELFIN FOREST  
RECREATIONAL RESERVE  
ACCESS IMPROVEMENT AND  
TRAIL EXPANSION PROJECT  
TOPO MAP

DESIGN  
DRAWN  
CHECK

HOCH CONSULTING  
3255 MOCCASIN AVENUE  
SAN DIEGO, CA 92117  
(619) 431-9767

**OLIVENHAIN**  
Municipal Water District  
1966 Olivenhain Road  
Encinitas, CA 92024 (760) 753-6466

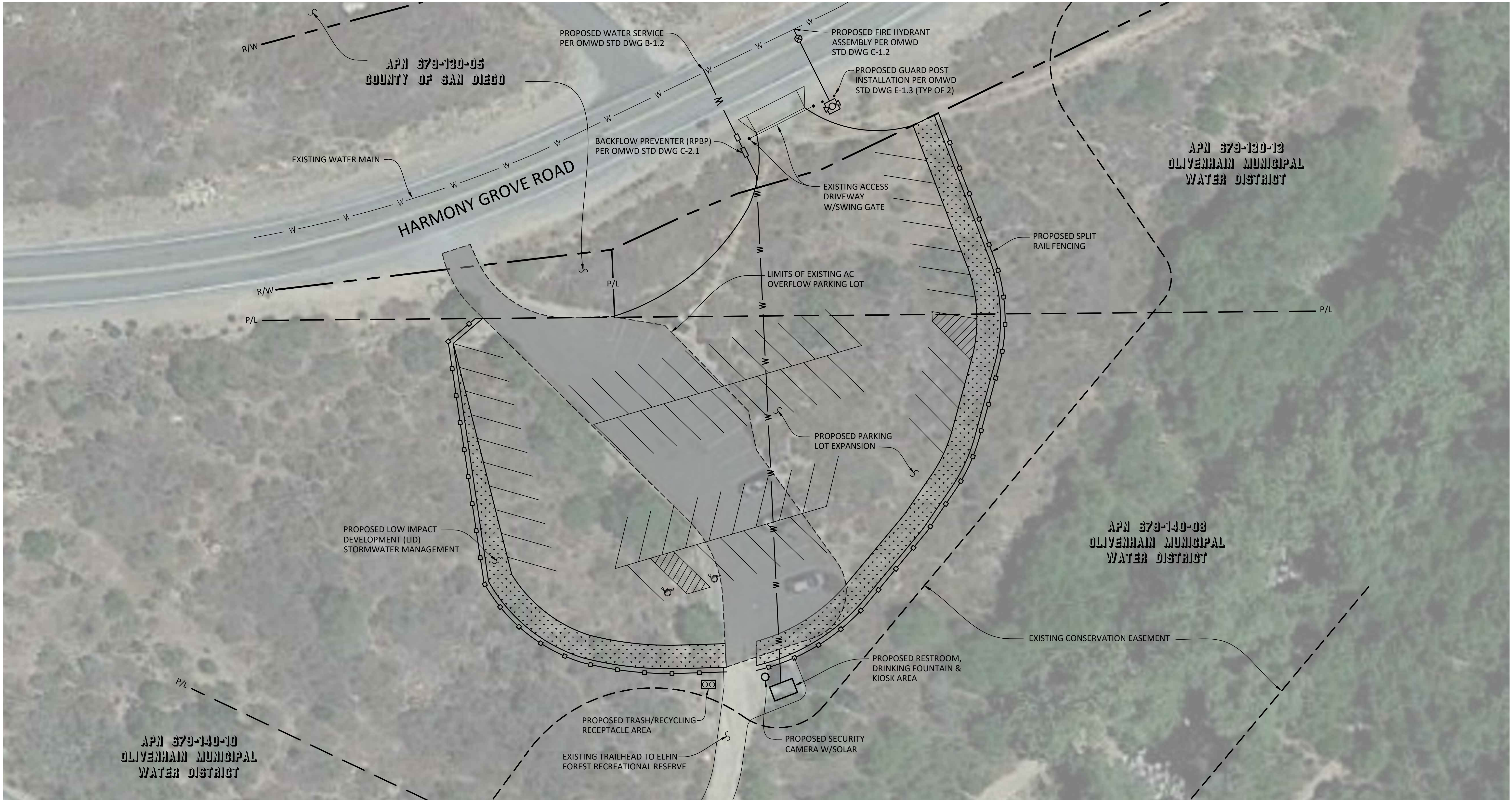
ORIGINAL SCALE IN INCHES

The expanded overflow parking lot will provide additional access for visitors to EFRR trails and the trail expansion component of this project.



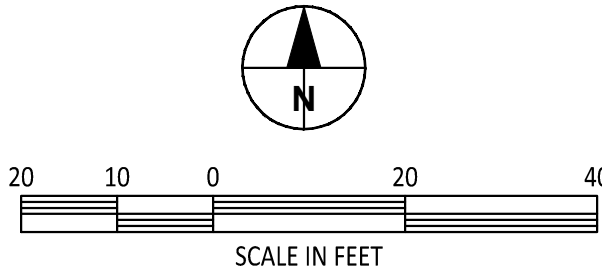
[illegible]





**LEGEND**

- EXISTING RIGHT-OF-WAY
- EXISTING PROPERTY LINE
- EXISTING EASEMENT LINE
- EXISTING FENCE LINE
- EXISTING WATER LINE
- PROPOSED WATER SERVICE
- PROPOSED FIRE HYDRANT
- PROPOSED LID FEATURE
- PROPOSED PARKING STALL



**HOCH CONSULTING**  
804 PIER VIEW WAY - SUITE 100  
OCEANSIDE, CA 92054  
www.hochconsulting.com

DATE	INITIAL	REVISION DESCRIPTION	DATE	INITIAL	DATE	INITIAL
ENGINEER OF WORK			OTHER APPROVAL		CITY APPROVAL	

SHEET  
**2**

**OLIVENHAIN**  
Municipal Water District  
1966 Olivenhain Road, Encinitas, CA 92024

SHEETS  
**2**

**ELFIN FOREST - OVERFLOW PARKING LOT EXPANSION**  
**SITE PLAN**

APPROVED: JASON HUBBARD  
ENGINEERING MANAGER  
DATE

DWN BY: RR  
CHKD BY: AH  
RVWD BY: AE

PROJECT NO.

DRAWING NO.

**811**  
Know what's below.  
Call before you dig.  
UNDERGROUND SERVICE ALERT OF SOUTHERN CALIFORNIA

CALL 811  
AT LEAST TWO DAYS  
BEFORE YOU DIG



**PROFESSIONAL SERVICES AGREEMENT**  
**[INSERT PROJECT NAME OR PROVIDED SERVICES]**  
**FOR THE OLIVENHAIN MUNICIPAL WATER DISTRICT**

23AGR0XX  
PROJECT NUMBER

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] within 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.

April 2023

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 \_\_\_\_\_, 20XX.

Dated: \_\_\_\_\_, 20XX

Olivenhain Municipal Water District,  
a public agency

By: \_\_\_\_\_  
Kimberly A. Thorner  
General Manager

Dated: \_\_\_\_\_, 20XX

CONSULTANT

By: \_\_\_\_\_

Title: \_\_\_\_\_