



REQUEST FOR PROPOSALS

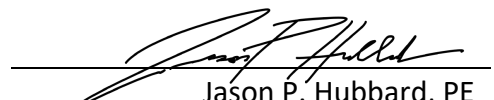
FOR

PRELIMINARY AND FINAL DESIGN OF THE UNIT A NORTH, RANCHO SANTA FE
ROAD POTABLE WATER PIPELINE REPLACEMENT OR REHABILITATION

PROPOSALS DUE:

November 9, 2021, 2:00 P.M.

OLIVENHAIN MUNICIPAL WATER DISTRICT



Jason P. Hubbard, PE
Engineering Manager

TABLE OF CONTENTS

SECTION

1.0	INTRODUCTION
2.0	OLIVENHAIN MUNICIPAL WATER DISTRICT
3.0	BACKGROUND AND CIP BUDGET
4.0	OMWD PROJECT MANAGEMENT
5.0	SCOPE OF SERVICES
6.0	PROPOSED MODIFICATIONS TO THE SCOPE OF SERVICES
7.0	OMWD FURNISHED SERVICES TO SELECTED CONSULTANT
8.0	SPECIAL CONSIDERATIONS
9.0	PROPOSAL REQUIREMENTS
10.0	SUBMITTAL REQUIREMENTS
11.0	PRE-SUBMITTAL ACTIVITIES
12.0	CONSULTANT NOMINATION AND SELECTION PROCESS
13.0	EVALUATION CRITERIA
14.0	SCHEDULE FOR NOMINATION, SELECTION, AND AWARD
15.0	SPECIAL CONDITIONS

REQUEST FOR PROPOSALS FOR
PRELIMINARY AND FINAL DESIGN OF THE UNIT A NORTH, RANCHO SANTA FE ROAD POTABLE
WATER PIPELINE REPLACEMENT OR REHABILITATION
FROM
APPROXIMATELY AVENIDA LA POSTA TO LAS OLAS COURT IN THE CITY OF ENCINITAS

1.0 INTRODUCTION

The Olivenhain Municipal Water District (OMWD) is seeking proposals from qualified engineering consultants to provide planning, preliminary design, final design, plans, specifications, contract documents, and construction cost estimates for the Unit A North, Rancho Santa Fe (RSF) Road Potable Water Pipeline Replacement or Rehabilitation Project. The pipeline will start at an existing 12-inch steel cross just north of Avenida La Posta and continue to a 12-inch steel tee near Las Olas Court, a distance of approximately 1,600 feet. The project also includes a connection to the 8-inch Polyvinylchloride (PVC) pipe at Avenida La Cima. OMWD is interested in considering the short and long-term benefits and costs of installing a new 12-inch PVC pipeline versus rehabilitating the existing 12-inch cement-mortar lined and coated (CMLC) steel pipeline. A potential pipeline replacement alignment option is shown in Exhibit A, however, consultants shall review several alignments during the preliminary design to make a recommendation. For OMWD to actually proceed with a rehabilitation option, the option would need to save approximately \$300,000 to \$500,000 over the replacement option, as estimated by the Consultant. OMWD is also interested in the option to replace shorter sections of CMLC immediately south of the 12-inch cross north of Avenida La Posta (approximately 140-feet).

In January 2020, Pipeline Inspection and Condition Analysis Company (PICA) completed an electromagnetic inspection of the Unit A North RSF Rd Pipeline. The results of the inspection, and the engineering analysis, can be found in a report entitled 12-Inch Rancho Santa Fe Road Pipeline Inspection and Condition Assessment Report dated July 13, 2020, by HDR, Inc. are posted on the website. Note HDR does not plan to respond to this RFP as a prime consultant.

The key objectives of the Study include:

1. Evaluate options to rehabilitate the existing 12-inch CMLC steel pipeline. Select feasible options and estimate costs.
2. Prepare a preliminary design of 12-inch PVC pipeline replacement alignment options and estimate costs.

3. Compare replacement and rehabilitation strategies and make a recommendation to OMWD.
4. Prepare final design and contract documents for bidding including the plans and specifications.
5. Provide support to the Environmental Documentation, Public Outreach, and Construction Support efforts.

This Request for Proposals (RFP) describes the project, the required scope of services, the consultant selection process, and the minimum information to 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. OMWD reserves the right to award a contract only for the Preliminary Design effort as an initial task and determine whether to award a contract for the Final Design on the basis of the results of the Preliminary Design effort. It is important to OMWD, consultants have an established local office.

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, (28,000 meters) in a 48 square-mile area including portions of the unincorporated County of San Diego, and the Cities of Carlsbad, Encinitas, Solana Beach, 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

Unit A pipelines, constructed in the early 1960s, are some of the oldest in OMWD. Most of the Unit A pipelines are within El Camino Real, Encinitas Boulevard, and Rancho Santa

Fe Road. OMWD recently inspected 1,400 feet of the approximately 14,600 feet of Unit A pipelines still in service.

Planning and design for this project was included in OMWD's Capital Improvement Program, within its fiscal years 2021- 2022, 2022 - 2023, and 2023 – 2024 budgets broken down as follows.

- FY 2022 - \$ 97,000
- FY 2023 - \$1,429,000
- FY 2024 - \$ 222,000
- Total - \$1,748,000

4.0 OMWD PROJECT MANAGEMENT

The project will be managed by Jason P. Hubbard, the Engineering Manager.

5.0 SCOPE OF SERVICES

OMWD's stated objective is to receive quality submissions from qualified consultants who can assist OMWD with the preliminary and final design for the Unit A North, RSF Road Potable Water Pipeline Replacement or Rehabilitation Project. It is essential the selected consultant have (1) potable water hydraulics and design knowledge, (2) high-line and in-situ rehabilitation familiarity, (3) knowledge of City of Carlsbad and City of Encinitas 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, as appropriate.

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 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 the necessary meetings with OMWD to gather information, receive input and approvals, and review preliminary results.

Task 1 – PRELIMINARY DESIGN

Task 1.1 – Baseline Research

Review the planning work that has been completed, all other available data and information, perform a site visit, and meet with OMWD to confirm the information and the approach. The Consultant's recommended approach will consider the previous planning work and new investigations.

Task 1.2 – Prepare Preliminary Design Report

Consultant shall prepare a Preliminary Design Report (PDR) finalizing the Unit A North RSF Rd Pipeline design concepts and criteria. The PDR shall conclude with a recommended approach for replacement or rehabilitation and preferred alignment for final design for replacement should OMWD elect to pursue that course of action. Consultant shall compare and contrast pipeline rehabilitation and replacement approaches based on both cost, and non-cost factors. Consultant shall also consider the recommendation to develop bid documents allows replacement with rehabilitation as an alternate bid schedule. The PDR should also evaluate options for replace short sections of steel pipe south of the 12-inch steel cross north of Avenida La Posta in regards to operational challenges/solutions and cost. Consultant shall coordinate on any hydraulic analysis to be performed by OMWD. Consultant shall meet with OMWD to present and discuss the draft report, revise the report incorporating OMWD's comments, and prepare the final PDR. The final PDR should include 30% preliminary drawings for the recommended alternative.

Design concepts to be evaluated and finalized during this phase include but are not limited to:

Task 1.2.a. Evaluation of Pipeline Options

Consultant shall evaluate options to rehabilitate the existing 12-inch CMLC steel pipeline. OMWD does not have any approved rehabilitation methods, has very limited experience with rehabilitation, and will therefore rely of the Consultant's experience, evaluation, expertise, and recommendation. OMWD is not interested in pilot or demonstration projects for new technology. Consultant shall evaluate multiple rehabilitation options. OMWD would prefer to bid at least two options, but only if they are recommended by the Consultant. Consultant shall estimate the costs of the options and estimate the remaining life of the pipeline after rehabilitation.

Task 1.2.b. Pipeline Layout

Consultant shall select a pipeline alignment and layout new pipelines, connections and disconnections, valve closures, new valves, shutdowns and nighttime work, and number of customers affected.

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

Consultant shall identify any right-of-way or property needed for the pipeline and appurtenances. Consultant shall identify any existing right-of-way or property rights along the proposed pipeline alignment. Provide this information in a technical memorandum to OMWD. Property acquisition, though not anticipated, will be completed by OMWD with support from the Consultant.

Task 1.2.d. Identification of any Special Construction or Permit Areas

Consultant shall identify any areas within the project requiring special construction techniques, traffic control, or permits. Identify any construction impacting businesses or schools.

Task 1.2.e. Agency Coordination

Consultant shall meet with the City of Carlsbad and the City of Encinitas (project borders these two cities) 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 with each city 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 preliminary design. Design conflicts shall be resolved by the Consultant. 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. Mapping and Survey

Consultant shall provide the necessary services to adequately develop the base topographic mapping to support the PDR. Consultant may utilize aerial survey mapping and/or field survey methods to achieve the necessary results.

Task 1.2.h. Construction Cost Estimate and Schedule

Consultant shall prepare an opinion of probable construction cost broken down by the major items of work. The costs should be inflated to the mid-point of expected construction. If the estimate exceeds OMWD's budget, 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.i. Submittals

Consultant shall prepare and submit three (3) hard copies and one (1) electronic copy of the Draft Preliminary Design Report to OMWD for review. Consultant shall incorporate OMWD comments after the review, allowing up to three (3) weeks for OMWD to review. Upon acceptance by OMWD, Consultant will then submit three (3) copies of the Final Preliminary Design Report along with one (1) electronically submitted copy of the documents.

Task 1.3 – 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 to achieve the project objectives and stay within budget and on schedule. Notify OMWD immediately if any budget or schedule variances are expected. It is anticipated biweekly progress emails will be sent 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 1.4 – Meetings

Consultant shall schedule as many meetings as necessary to complete their work, but at a minimum, shall participate in two (2) scheduled meetings with OMWD through the course of the preliminary design. These meetings shall include:

- Project kickoff meeting (1)
- Draft preliminary design report review after delivery of report to OMWD (1)

Consultant shall prepare meeting agendas and minutes for each of these meetings, which will be distributed to all attendees.

Task 1.5 - 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

Consultant shall provide technical information to support OMWD in preparing and processing the environmental document. Consultant shall identify any areas along the proposed alignment 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 environmental consultant any 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 pipeline layout and proposed work areas.

Task 3 – FINAL DESIGN

Following approval of the Preliminary Design Report and selection of a preferred approach, and upon authorization from OMWD to proceed with Task 3, Consultant shall prepare construction drawings, specifications, and cost estimates suitable for the construction of the project.

For the purposes of estimating the pipeline design effort required, the pipeline will extend in Rancho Santa Fe Road from Avenida La Posta to Las Olas Court. The project includes approximately 1,600 feet of 12-inch pipeline. If pipeline rehabilitation is selected, OMWD will work with the Consultant to develop a reduced design fee. For the purposes of estimating the design, include options to include additional design to replace short sections of steel pipe south of the 12-inch cross as described elsewhere in this RFP and a

bid package that would include a base bid to replace the pipeline and an alternate schedule to rehabilitate it.

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 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 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 final design and prepare a summary report.

Task 3.4 – Potholing

Consultant shall include a budget for ten (10) potholes of connections, crossings, and critical utilities.

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 suitable for the construction of the pipeline replacement and/or rehabilitation approach selected by OMWD from the PDR effort. The drawings shall include plans and details required for a complete and operable system, including but not limited to plans and profile, connection details, highline/construction phasing, traffic control, city construction requirements (City of Carlsbad and City of

Encinitas), and cathodic protection if necessary. Note, if the pipeline is to be replaced, OMWD will require the Consultant via notes and/or details, to direct the contractor to remove three 40-foot sections of the existing steel pipeline, restore the site, and deliver them to the OMWD headquarters for evaluation. Consultant shall support OMWD in coordinating submittals and responding to comments from the City of Carlsbad and the City of Encinitas. The design drawings shall be prepared in AutoCAD.

Task 3.6.a. Submittals

Progress submittals shall be submitted to OMWD for review at 60%, 90%, 100% and “Final For Construction” stages. Consultant shall prepare and submit one (1) half size hard copy and one (1) electronic copy of the plans together with one (1) hard copy and one (1) electronic copy of the specifications 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 files 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. OMWD’s Standard Specifications and Drawings will be incorporated, where applicable. OMWD standard “front end” specifications will be provided to the Engineer in MS Word format for review and editing. Provide an outline of the specification package with the 60% submittal and complete specifications for review at the 90% and “Final for Construction” submittals. For the 100% submittal, provide only those specifications which have been added or changed from the 90% submittal.

Task 3.8 – Schedule and Cost Estimate

Provide an anticipated construction schedule and detailed cost estimate based on the estimated construction time frame. Cost estimate shall be broken down by the major items of work. 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 both the 60% and 100% submittals.

Construction schedule shall show, at a minimum, completion of the plans, bidding, award, construction, shutdowns, and start-up.

Task 3.9 – 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 to achieve the project objectives and stay within budget and on schedule. Notify OMWD immediately if any budget or schedule variances are expected. It is anticipated biweekly progress emails will be sent 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 3.10 – Meetings

Consultant shall participate in three (3) scheduled meetings with OMWD through the course of the final design. These meetings shall include:

- Project final design kickoff meeting (1)
- Review of 60% final design plans and specifications after receipt of OMWD comments (1)
- Review of 100% final design plans, specifications, and cost estimate after receipt of OMWD comments (1)

Consultant shall prepare meeting agendas and minutes for each of these meetings, which will be distributed to all attendees. Assume three (3) weeks for receipt of OMWD comments after delivery of submittal(s). If Consultant requires additional meetings to complete their work, it shall be at no cost to OMWD.

Task 3.11 - Quality Assurance and Quality Control

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

Task 3.12 - Pre-Bid Assistance

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

- 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 3.13 - Construction Support Services

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

- Attend two (2) field meetings 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 five (5) RFI's.
- Review and prepare written responses addressing construction Potential Change Orders (PCO) submitted by the contractor. Assume responding to up to three (3) PCO's.

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.
- 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 assist Consultant with coordination.

8.0 SPECIAL CONSIDERATIONS

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

9.0. PROPOSAL REQUIREMENTS

Written 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 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.

Consultant's experience with the construction of steel pipeline rehabilitation is important.

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, and 3) 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 15 page count), 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

Preliminary Design and for the 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, 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

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 the Preliminary Design and for the Final Design efforts as if each were an independent level of effort. OMWD reserves the right to award a contract only for the Preliminary Design effort as an initial task and determine whether to award a contract for the Final Design on the basis of the results of the Preliminary Design effort. The Fee Estimates shall be provided in a single table with a total sum at the bottom for both efforts.

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 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

One (1) executed original, clearly marked on the cover, and three (3) additional copies of the Proposal shall be submitted to OMWD offices along with the Proposal in electronic format (PDF) on a thumb drive. 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. Limit resumes to a maximum of two (2) pages each. The Proposal shall be signed by an individual or individuals authorized to execute legal documents on behalf of the Consultant. Proposals and/or modifications thereto received subsequent to the hour and date specified herein will not be considered. Limit the use of standardized marketing literature. Excessive marketing literature may not be reviewed.

The Proposal must be received no later than 2:00 p.m. PST, on November 9, 2021 at the office of:

OLIVENHAIN MUNICIPAL WATER DISTRICT
ATTN: Jason P. Hubbard, PE
Engineering Manager
1966 Olivenhain Road
Encinitas, CA 92024

11.0 PRE-SUBMITTAL ACTIVITIES

Questions concerning this RFP should be directed in writing by email to the address below. The last day for questions is November 4, 2021.

OLIVENHAIN MUNICIPAL WATER DISTRICT
ATTN: Jason P. Hubbard, PE
Engineering Manager
1966 Olivenhain Road
Encinitas, CA 92024
jhubbard@olivenhain.com

No pre-proposal meeting is planned to be held regarding this RFP. Individual 30-minute technical meetings with consultant teams who are seriously competing for the project will be scheduled. The meetings are intended to answer 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 thoroughly reviewed HDR's Report. The proposed consultant project manager and project engineer may attend the meeting.

OMWD reserves the right to revise the RFP before the date Proposals are due. Revisions to the RFP will be mailed or emailed to all potential proposers. OMWD reserves the right

to extend the date by which the Proposals are due. To schedule a meeting please contact Tess Garnica at tgarnica@olivenhain.com.

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 OMWD enter into the proposed agreement. The General Manager will make the final recommendation to the OMWD Board of Directors, concerning the proposed agreement. Final authority to approve the agreement rests with OMWD's Board of Directors. A contract is expected to be presented to the Board of Directors for consideration at their December 15, 2021 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
- Experience in the construction of steel pipeline rehabilitation
- 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 | September 23, 2021 |
| • Proposals Due | November 9, 2021 |
| • Notification of Selection* | November 18, 2021 |
| • Completion of Contract Negotiations* | November 30, 2021 |
| • Board Memorandum Due | December 1, 2021 |
| • Board Award | December 15, 2021 |
| • Notice to Proceed | December 16, 2021 |

*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.

Proposals are due November 9, 2021 at 2:00 p.m.

Attachments:

- Exhibit A –Planning Level Details and GIS map
- Exhibit B - Draft Professional Services Agreement

Available on OMWD website: <https://www.olivenhain.com/construction-projects/upcoming-projects-planning-resources/>

- 12-Inch Rancho Santa Fe Road Pipeline Inspection and Condition Assessment Report dated July 13, 2020, by HDR, Inc.
- As-built plans

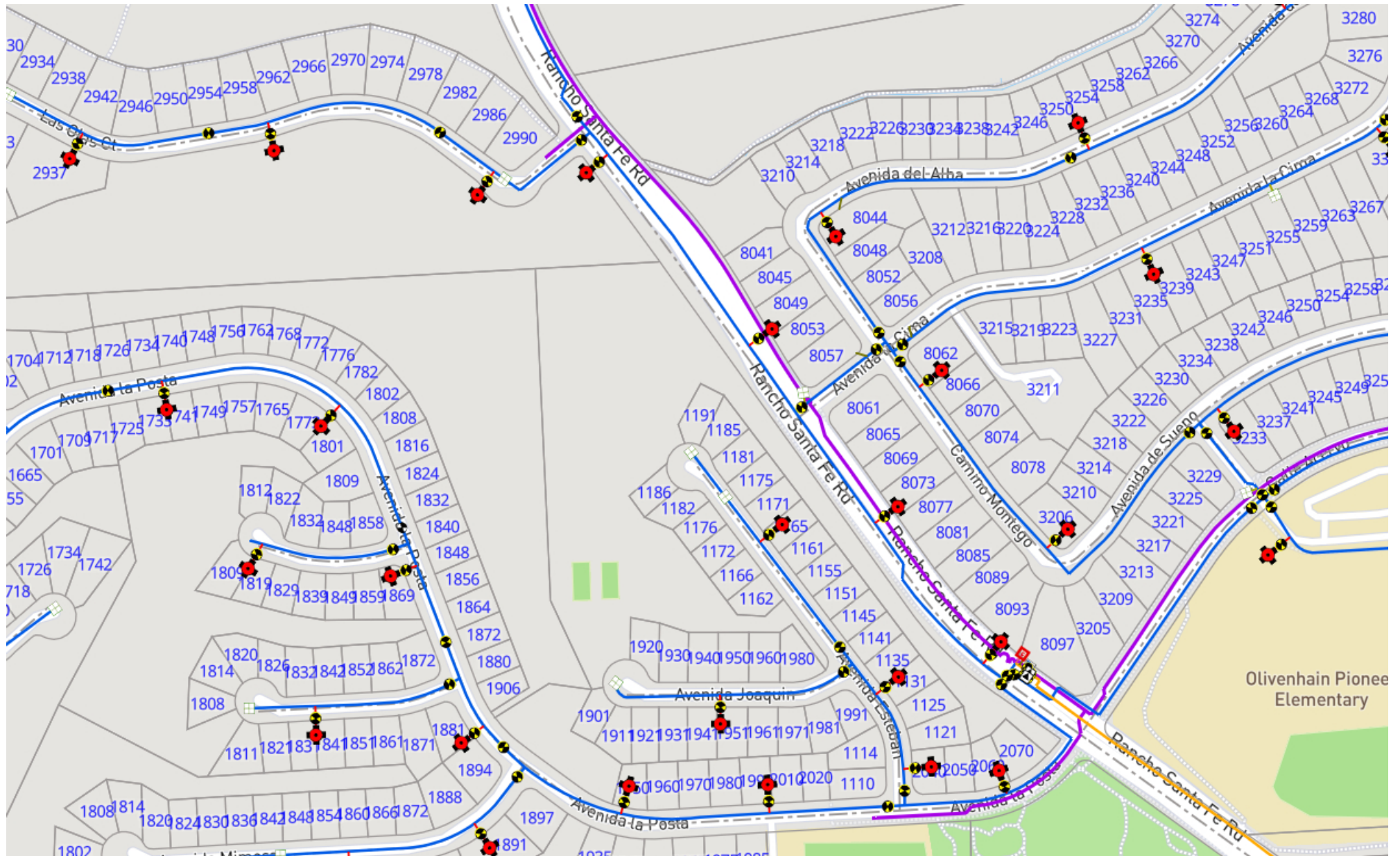
Exhibit A

Planning Level Details and GIS map



- Existing Pipeline
- Proposed pipeline alignment
- Area of Work

OMWD Existing Facilities



1" = 341 ft

Sub Title

09/23/2021



This map may represent a visual display of related geographic information. Data provided here on is not guarantee of actual field conditions. To be sure of complete accuracy, please contact the responsible staff for most up-to-date information.



Municipal Water District
1966 Olivenhain Road
Encinitas, CA 92024
760-753-6466

JOB NO. RSE RD UNITA NORTH R REPLACEMENT

PROJECT NO. _____

SHEET NO. _____ OF _____

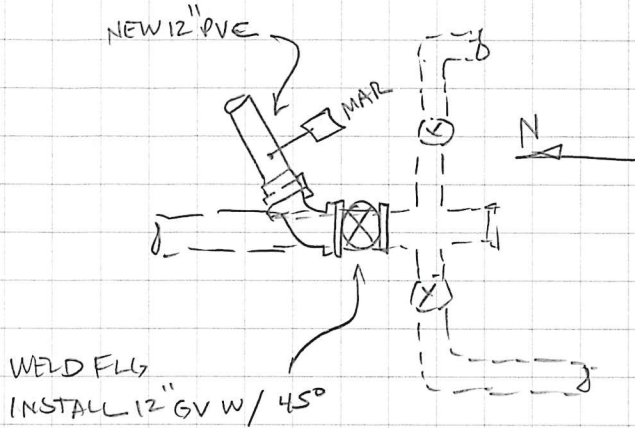
CALCULATED BY _____ DATE _____

CHECKED BY _____ DATE _____

SCALE _____

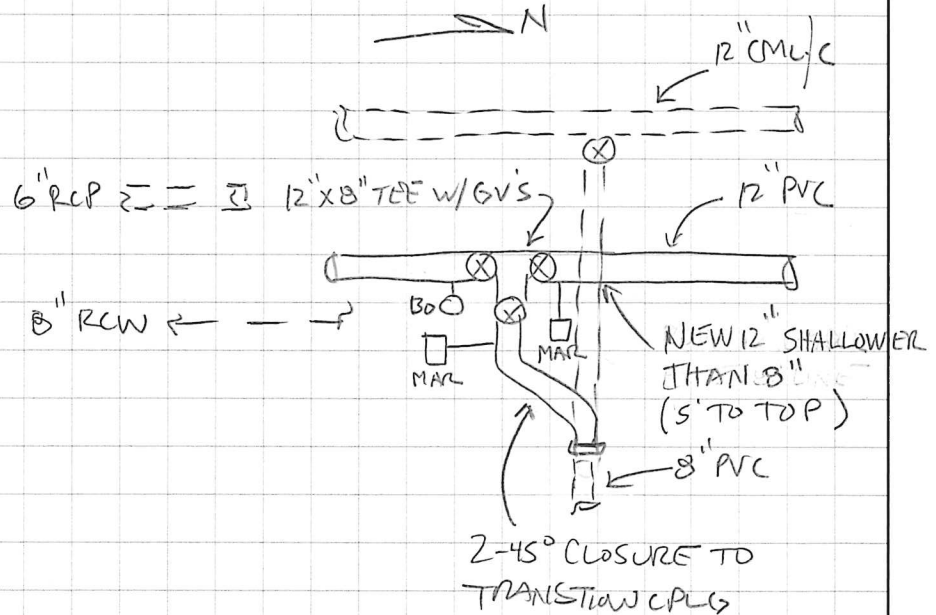
LA POSTA CONNECTION

AS-BUILT # 14756

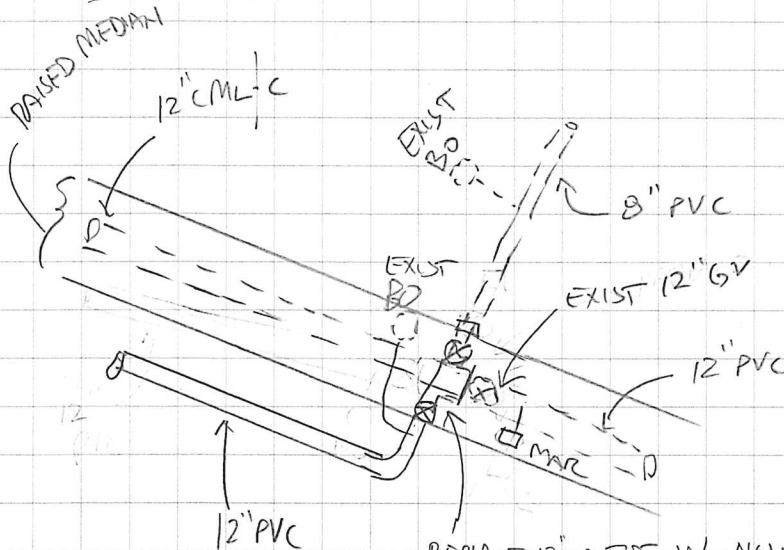


AVENIDA LA CIMA CONNECTION

AS-BUILT # 16486



LAS OLAS CT CONNECTION



AS-BUILT # 16480 OR 15202

REPLACE 12\"/>

EXHIBIT B

PROFESSIONAL SERVICES AGREEMENT
PRELIMINARY AND FINAL DESIGN OF THE UNIT A NORTH, RANCHO
SANTA FE ROAD POTABLE WATER PIPELINE
REPLACEMENT/REHABILITATION PROJECT
FOR THE OLIVENHAIN MUNICIPAL WATER DISTRICT

21AGRXXX
PROJECT NUMBER D120093

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 engineering design consultant to provide planning, preliminary design, plans, specifications, contract documents, and construction estimates for a potable water pipeline replacement or rehabilitation within the District boundaries.
3. CONSULTANT is an engineering design consultant licensed to do business in the State of California with planning, design, and development of documents for bidding a potable water pipeline replacement or rehabilitation project.
4. The District desires to retain CONSULTANT to provide planning, preliminary design report, final design, plans, specifications, contract documents, and construction cost estimates for the Unit A North, Rancho Santa Fe Road Potable Water Pipeline Replacement or Rehabilitation Project from Avenida La Posta to Las Olas Court in the City of Encinitas.

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

5. 1. Services to Be Performed. CONSULTANT agrees to perform planning, preliminary design report, final design, plans, specifications, contract documents, and construction cost estimates for the Unit A North, Rancho Santa Fe Road Potable Water Pipeline Replacement or Rehabilitation Project from Avenida La Posta to Las Olas Court in the City of Encinitas. 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 an engineering design consultant with expertise in planning, preparation of preliminary design reports, final design, plans, specifications, contract documents, and construction cost estimates 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 TBD. 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 | 9. Personal Liability |
| 5. Projects/Completed Operations Hazard | |

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 _____, 2021.

Dated: _____, 2021

Olivenhain Municipal Water District,
a public agency

By: _____
Kimberly A. Thorner
General Manager

Dated: _____, 2021

CONSULTANT

By: _____

Title: _____

EXHIBIT “A”

Scope and Fee

To be added after contract 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 Unit A North, RSF Rd Potable Water
Pipeline Replacement or Rehab RFP Date Required _____

Project Task	Current Budget	Change	Revised Budget
Total Contract Change Amount			

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

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

Signature of consultant representative _____ Date _____
Fax number _____

Fax form to OMWD at 760-753-1578 or mail to 1966 Olivenhain Rd., Encinitas, CA. 92024

OMWD use only below this line

Approved by _____ Date _____
D120093
Work order number(s) to charge _____ OMWD Record No. _____

Original to General Manager ☐

Originating Dept. Copies to
Consultant Project Acct