



REQUEST FOR PROPOSALS
TO PROVIDE
CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES
FOR THE CONSTRUCTION OF THE
4S RANCH NEIGHBORHOOD 1 SEWER PUMP STATION REPLACEMENT PROJECT

PROPOSALS DUE:
October 19, 2021, 2:00 P.M.

OLIVENHAIN MUNICIPAL WATER DISTRICT

Jason P. Hubbard, P.E.
Engineering Manager

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REQUEST FOR PROPOSALS
TO PROVIDE
CONSTRUCTION MANAGEMENT AND INSPECTION SUPPORT SERVICES
FOR THE CONSTRUCTION OF THE

4S RANCH NEIGHBORHOOD 1 SEWER PUMP STATION REPLACEMENT PROJECT

1.0 INTRODUCTION

The Olivenhain Municipal Water District (OMWD) is requesting Proposals from firms with qualified staff and experience in providing construction management and inspection services for wastewater facilities, for the 4S Ranch Neighborhood 1 Sewer Pump Station Replacement Project (Project). Construction management and inspection services are necessary to provide documentation of the Contractor's compliance with the contract documents during construction and to assist OMWD staff during the administration of the contract. It is important to OMWD firms have an established local office.

This Request for Proposals (RFP) describes the minimum required scope of services, the Construction Manager (CM) selection process, and the minimum information to be included in the Proposal. Failure to submit information according to the requirements and procedures of this RFP may be cause for disqualification.

1.1 PROJECT DESCRIPTION

Replacement of the existing 4S Ranch Neighborhood 1 Sewer Pump Station is comprised of a new electrical building and dry pit pump room adjacent to the existing operating wet well, modifications to the operating wet well, all site improvements, and all equipment, including but not limited to pumps and motors, piping, valves, flowmeter, air conditioning and ventilation, odor control equipment, emergency standby generator, surge control facilities, and all electrical equipment.

1.2 PROJECT LOCATION

The 4S Ranch Neighborhood 1 Sewer Pump Station is located on an OMWD owned parcel in the southern portion of the 4S Ranch area in the City of San Diego, near the intersection of Dove Creek Road and 4S Ranch Parkway. The pump station is immediately south of the Boys and Girls Club of Greater San Diego and the 4S Ranch Community Park. The address of the station is 16106 4S Ranch Parkway, San Diego, California, 92127.

1.3 PROJECT DOCUMENTS AND SCHEDULE

The 100 percent complete plans and specifications are available by request. Send your request to kogawa@olivenhain.com. OMWD's Standard Specifications are available on OMWD's website olivenhain.com under Bids & Planning. An approximate schedule of the major milestones includes:

Advertise Construction Contract	October 2021
Open Bids	November 2021
Award Contract	December 2021
Begin Construction	February 2022
End Construction (300 days)	November 2022

2.0 OLIVENHAIN MUNICIPAL WATER DISTRICT

OMWD serves approximately 86,000 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 adhering 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

Planning, design, and construction for this project was included in OMWD's Capital Improvement Program, within its 2020-22 budget.

4.0 DISTRICT PROJECT MANAGEMENT

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

5.0 SCOPE OF SERVICES

The CM consultant shall provide construction management and inspection services for the Project. The CM will ensure the project is constructed per the plans and specifications, constructed on time and budget, facilitate communication between the Contractor and third parties, and prepare and maintain construction documentation. The duties of the CM shall include all efforts described in Division 1 of the Contract Documents and as are otherwise required for internal or external document controls. In general, these services are anticipated to include but are not limited to the following:

Task 1: Coordination and Meeting Facilitation

The CM shall provide coordination and meeting facilitation including but not limited to the following:

Task 1.1 - Coordination:

The CM shall act as the primary contact for OMWD and shall provide coordination between OMWD, Engineer/ Project Manager, Contractor, Specialty Inspectors, Utilities (e.g. SDG&E), and other jurisdictional agencies as appropriate. The CM shall meet with OMWD prior to the preconstruction meeting to thoroughly review the project plans and specifications and identify any proposed issues which may impact the project construction. Coordination shall include, but not be limited to all efforts identified in Specification Sections 00810, 01010, and 01150.

Task 1.2 - Meeting Facilitation:

The CM shall work with OMWD staff to organize and conduct a preconstruction meeting, weekly progress meetings during construction, and as-needed meetings for the project. For each meeting, the CM shall prepare an agenda for the meeting, document the meeting with minutes of the meeting, and distribute the meeting minutes to the project team within five (5) working days. Meeting facilitation shall include, but not be limited to all elements listed in in Specification Section 01039.

See also Task 3.6.

The CM shall coordinate a ‘Lessons Learned’ meeting with OMWD staff at the conclusion of the project to review CM provided solutions to issues that arose during the construction of the project.

Task 2: Contract Administration and Document Controls

The CM shall provide contract administration and document controls including but not limited to the following:

Task 2.1 - Contract Administration:

Create a filing system for review and approval by OMWD. All documents shall be accessible to OMWD staff at all times. Implement the procedures needed to fully document the project. All the key project documents, including but not limited to submittals, RFIs, Change Orders, Potential Change Orders, Clarifications, Field Memos, Daily Inspection Reports, correspondence, and other documentation generated during the project shall be available in the field. Original documents shall be filed with OMWD Project Manager as back-up.

Task 2.2 - Monthly Progress Reports:

Each month, the CM shall issue a project progress report. It shall summarize progress, schedule, issues and challenges, budget, any quality control issues and other relevant information as identified below:

- A summary of the weekly reports for the month
- A summary of the main accomplishments over the previous month
- Highlight any unresolved issues discussed during the biweekly meetings
- A summary of current construction activities
- Photographs of representative project activities
- A summary of progress payments, change orders, disputes, submittals, RFIs and Notices of Noncompliance
- Identification of key problems, action items and issues and include recommendation for solutions. See Task 3.5 also.
- Overall Contractor's conformance to the contract schedule and quality requirements
- Schedule updates

Monthly progress reports shall be illustrated with photos and begin with an executive summary. Copies of all monthly reports shall be distributed to team members.

Task 2.3 - Document and Deliverable Tracking:

The CM shall prepare a list of anticipated submittals, warranties, spare parts, and training for the Project to assist with tracking project requirements. The CM shall maintain logs to document the status of anticipated submittals, warranties, spare parts, trainings, and RFIs. The CM is responsible for verifying the Contractor is

updating the Project Redlines at the weekly progress meeting. Additionally, the Project Redlines are to be current prior to release of monthly progress payments. OMWD will hold the CM responsible for ensuring the Project Redlines are up to date and accurate with the work installed. OMWD will withhold monthly progress payments to the CM until the Contractor's Redlines are current.

Task 2.4 - Procedures Manual:

The CM shall prepare a project procedures manual outlining the standards and flow of project documents. Include forms, filing system indexes and flowcharts to fully explain the project administration procedures including which items of work require specialty inspection. The procedure manual will be subject to OMWD approval. Following approval, the CM shall distribute the manual to all project participants.

Task 3: Construction Management

The CM shall provide construction management to ensure fulfillment of this Scope within budget and schedule. The CM is expected to provide continuous Quality Assurance and Quality Control of inspection activities. The CM shall provide construction management services including but not limited to the following:

Task 3.1 - Requests for Information (RFIs), Shop Drawings, and Submittal Review:

The CM shall log and review all incoming RFIs and submittals and provide recommendations to OMWD. OMWD shall have final review and approval on all submittals. Technical submittals shall be routed to the Design Engineer. Administrative submittals, including but not limited to the construction schedule, schedule of values, permits, SWPPP, easement documents, shall be reviewed by the CM. The CM will coordinate with OMWD staff on the review of critical construction related submittals as required, including construction schedule, traffic control, sequencing, construction staging, bypass pumping, shut downs, pipeline testing & disinfection, earthwork, materials, and connections. As required, coordinate evaluation of "or-equal" or product substitution requests with the Design Engineer, OMWD, vendors, manufacturers, and others. Prepare evaluations and recommendations for "or-equal" or product substitution requests as necessary. Hard copies are not necessary unless requested by OMWD or to facilitate discussion with the Contractor. Submittals shall be on OMWD forms and all submittal responses shall be reviewed by OMWD prior to returning to the Contractor. The CM shall compare the submittals against the submittal review log to ensure all required submittals have been accounted for and logged. Initial RFI review shall be for completeness and compliance to contract administration procedures. The CM shall discuss both RFI and shop drawing submittals with the Design Engineer of Record and OMWD, providing relevant information as to field conditions and schedule priorities to assist in facilitating the technical review. The CM shall maintain a standing item on the weekly

progress meeting agenda to review and discuss all outstanding RFIs and submittals. Data shall be maintained at a speed in which RFIs and submittals are responded to so outstanding items are not permitted to impact the progress of the project. All RFIs and shop drawing review responses shall be reviewed by the CM prior to returning them to the Contractor to ensure responses and comments comply with the construction contract.

Task 3.2 - Baseline and Monthly Schedule Review:

The CM shall meet with the Contractor prior to the initial baseline schedule submittal to discuss the contract requirements and review in general the Contractor's intended work plan. Once the baseline schedule submittal has been received, the CM shall review and analyze it for contract compliance, viability, and to confirm the project float has not been inappropriately impacted. Once the baseline schedule is approved, the CM shall review the monthly updates for changes to the accepted baseline schedule. Requests for time submitted by the Contractor shall also be reviewed for merit, and appropriate recommendations shall be made to OMWD. The monthly schedule update analysis shall be to determine effect and appropriateness of schedule revisions to the Critical Path in relation to base contract Work, delays caused by the Contractor and Work added by change orders. The CM's findings shall be returned to the Contractor.

Task 3.3 - Change Order Review and Documentation:

The CM shall review all change order requests and associated documents for the validity, cost, and schedule impacts. Validity will be established on a case by case basis by comparison of the scope change request with the construction contract requirements and consultation with OMWD's Project Manager and the Design Engineer. The CM shall manage change orders to obtain a fair and reasonable price for legitimate extra work items including keeping a log, weekly updates, and providing timely responses. The CM shall request and log change order (extra work) quotations as requested by OMWD or Contractor and shall coordinate the preparation of any revised specifications and/or sketches needed to define the scope of the extra work. The CM shall verify change order work performed on a time-and-materials basis daily. The CM shall track change order work activities using a CPM schedule to verify time extension impacts accompanying the change order. The CM shall prepare necessary cost estimates to compare and negotiate the Contractor's costs as required. The CM shall prepare a recommendation for acceptance or rejection of the terms of the change order to OMWD. If the change order is accepted, the CM shall prepare the document for signature. If there is disputed extra work, the CM shall work with OMWD and Contractor until the item has been satisfactorily resolved. If it is not resolved, the CM shall track the item as a potential claim. Each change order may contain several items. Hard copies are not necessary unless requested by OMWD or to facilitate discussion with the Contractor. Change orders

shall be on OMWD forms.

Task 3.4 - Progress Payment Review:

CM shall review Contractor's monthly progress payment requests for agreement with physical progress in the field and adjust the requests as necessary to include any special withholdings associated with non-compliant work. CM shall review the draft progress payments with the Contractor so any corrections can be made before formal submission. As part of the progress payment review process, the CM shall review the Contractor's as-builts, any required traffic control plans, and required storm water pollution prevention plan records to ensure they are up to date and fully compliant with the contract and permit requirements. The CM shall confirm with OMWD as part of the review process the Contractor's required payroll records are correct and up to date. The Project Redlines (as-builts) are to be current prior to approval of the monthly progress payment.

Task 3.5 - Claims Avoidance and Analysis:

Throughout the project the CM shall actively work to identify and to resolve disputes fairly, to keep work moving on schedule, and ultimately to achieve superior quality in the final product. Should a dispute occur, the CM shall prepare a claim analysis report and work to resolve the dispute at the lowest level and at the earliest opportunity. The CM shall hold regular meetings to discuss outstanding dispute issues and to actively work toward the resolution.

Task 3.6 - Public Outreach and Board Meetings:

The CM shall coordinate with OMWD and be available to answer questions or concerns from the public. The CM shall budget to attend two (2) Board of Director's meetings for project on an as-requested basis.

Task 3.7 - Project Closeout:

The CM shall plan, coordinate, and assist with the closeout process for each project phase beginning with start-up, testing, and commissioning as required by the construction documents, and continue through the creation of a contract punch list, the final job walk, and assist OMWD in the filing of the notice of completion (NOC). The CM will perform all needed inspections associated with the punch listed work, coordinating site visits by permit agencies to obtain permit sign off, estimating the retainage for punch listed items, reviewing and organizing guarantees, certificates and warranties, ensuring all permits have been signed off, delivery of operation and maintenance manuals and comments resolution, and working with OMWD to ensure all required contract items have been provided, all punch list items have been resolved, as-builts have been accepted and a NOC has been filed. The CM shall

ensure all responsible parties have signed warranties, guarantees, and equipment systems certifications so they are properly in-force. Should there be any open disputes, the CM shall work with the Contractor and OMWD staff to resolve them fairly and in a reasonable manner.

Task 4: Construction Observation and Documentation

The CM shall provide construction observation and documentation including but not limited to the following:

Task 4.1 - Daily Field Inspections:

The CM shall perform daily field inspections of the construction Work for compliance with the contract and applicable permit and code requirements. Inspections shall be documented on OMWD-approved inspection forms with daily inspection reports itemizing the on-site manpower, the on-site subcontractors, and the activities undertaken by the Contractor that day. Copies of the daily Field Inspection Reports shall be distributed to team members and the original signed copy shall be filed in the project file. The Construction Inspector shall be completely familiar with project plans and specifications for the project as well as with all current OMWD standard specifications, applicable codes, all permit requirements, all storm water pollution prevention requirements and regulations, traffic control requirements, public and job safety, and the project schedule. Each day the Construction Inspector shall walk the jobsite, meet with the Contractor's superintendent and review RFIs, change order requests, and submittals. The Construction Inspector will check all project materials on the project site have an associated approved submittal and any needed special inspections or tests required are scheduled. Working with OMWD, the Construction Inspector shall coordinate with all parties on the project and be available to answer local resident and business owner questions about project issues or concerns. When noncompliant work is identified, the Construction Inspector shall issue a finding on the noncompliance and if the noncompliance is not resolved by the end of the payment cycle, the Construction Inspector will recommend an appropriate withhold amount until the issue has been corrected. It is noted noncompliant work includes but is not to be limited to issues with permits, contract specifications, building codes, storm water pollution prevention requirements, traffic control, noise, work hour violations, or other project related issues. The Construction Inspector shall provide and maintain equipment necessary to monitor noncompliant work. A running log of field issues with photographs of the specific concerns shall be maintained. The Construction Inspector shall review the log at the weekly progress meetings to ensure the Contractor understands the issue and addresses it in a timely manner. A special withholding from the Contractor's progress payment may be recommended for significant issues for which the progress toward issue resolution of the issue does not occur in a timely manner.

Task 4.2 - Materials Testing and Special Inspection:

The CM shall provide all special inspection for the Project and shall coordinate with OMWD's third party material testing firm. The CM shall coordinate with OMWD operation technicians during special inspection where required. The CM shall review all Contractor requests for materials testing or special inspection and if upon such review finds the work is ready for special inspection and/or materials testing shall schedule the needed special inspections and testing. The CM shall provide all equipment and services for the specialty inspections including but not limited to the following:

1. NACE level 3 certified inspector to inspect all painted and coated surfaces requiring cathodic protection, or as specified
2. Welding
3. Reinforcing steel placement
4. Anchors and dowels
5. Welding for rebar and other structural steel
6. Electrical and Controls
7. HVAC

The CM shall coordinate with third party services retained by OMWD for materials testing including but not limited to the following:

1. Compaction/geotechnical
2. Concrete

A log shall be maintained of site visits by the special inspector and testing staff. A file of all testing and special inspection results shall be maintained on site in the project file.

Task 4.3 - Photo Documentation:

The Construction Inspector shall take photos daily and will regularly submit them to OMWD's Project Manager to document the work being done. The CM shall also use them to assist the Design Engineer in understanding the field situations which may be associated with an RFI or change order. Selected photos will be used in the monthly report and all photos shall be labeled, dated and made available to the project team.

Task 4.4 - As-Built Contract Drawings:

The Construction Inspector shall incorporate all RFIs, field memos, and change orders on the CM's record set of construction drawings. The Construction Inspector shall also note daily on the record set as-built dimensional or other changes which occur

in the field. The Inspector shall use the drawing to document the project during the progress payment review process. The CM/ Construction Inspector is responsible for verifying the Contractor is updating the Project Redlines at the weekly progress meeting. OMWD will hold the CM/ Construction Inspector responsible for ensuring the Project Redlines are up to date and accurate with the work installed. OMWD will withhold monthly progress payments to the CM/ Construction Inspector until the Contractor's Redlines are current.

Upon completion of the project, the Construction Inspector will sign and date the as-built set to certify they are complete and correct. Once the activity is complete, the drawings will be turned over to OMWD.

Task 4.5 - Storm Water Pollution Prevention Compliance:

The CM shall provide a qualified SWPPP Practitioner (QSP) to inspect the Contractor's storm water pollution prevention efforts and provide notification and documentation required by the latest version of the Construction General Permit without annulling the Contractor's responsibility to maintain a storm water pollution prevention compliant site and conform to all requirements and regulations.

Task 4.6 - Permit Compliance/Site Safety:

The CM shall review all the project permits prior to the start of construction and be familiar with all of the requirements. Permit issues can range from safety, sound levels, working hours, or other working restrictions. The CM shall be familiar with each permit and meet regularly with the Contractor to ensure compliance. The Contractor is responsible for overall site safety; however, the CM will oversee the Contractor's safety plan and its implementation. Review excavation system protection plans have been prepared for the project and are signed and stamped by the appropriate engineer. Should apparent unsafe conditions be observed, they will be immediately brought to the Contractor's attention. Should the Contractor fail to expeditiously remedy the situation, the CM shall notify OMWD immediately so a stop work order can be issued.

6.0 PROPOSED MODIFICATIONS TO THE SCOPE OF SERVICES

OMWD is interested in the CM's creative ideas to improve the scope of services and they should be clearly identified in the proposed scope of services.

7.0 OMWD FURNISHED SERVICES TO SELECTED CM

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

- a. 100 percent plans and specifications and environmental documents.
- b. Arrange for meetings with its engineering and operations staff to gather information and review approaches, planning, and designs.
- c. Furnish electronic copies (where available) of record drawings, project reports and related materials. Any original materials provided by OMWD or developed by the CM during the duration of the project shall be returned to OMWD upon the completion of services.
- d. Answer questions regarding the Project at any time during all phases of the work.
- e. Make initial contact with customers and assist CM with coordination.

8.0 SPECIAL CONSIDERATIONS

The CM shall schedule their services in a manner which will provide the necessary, timely services required during all phases of construction of this project. It is not anticipated extended or nighttime hours will be required for the project. For the purposes of preparing a Proposal, assume construction work hours will be from 7:00 am to 4:00 pm Monday-Friday.

9.0 PROPOSAL REQUIREMENTS

Written Proposals are to include, at a minimum, a detailed discussion of the CM'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 CM and any sub-consultant(s), and documentation of the CM's and sub-consultant(s) qualifications for the Scope of Services. 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 and well organized, and should demonstrate the responder's qualifications and experience is relevant to this 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 firm's experience in completing similar construction management 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 and value of consulting contract. OMWD will consider projects currently being performed.

Proposed Approach to Accomplish the Work

Describe your approach to the scope of work. Identify project constraints. Describe any suggested enhancements to the scope and creative ideas for accomplishing the project objectives.

Project Team, Project Organization, and Key Personnel

Provide an organization chart and proposed staffing plan based upon the proposed 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.

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 CM and all subconsultants. Key personnel assigned to the project shall not be reassigned without prior approval and the CM 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 CM 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 1). Any documentation required by OMWD shall be submitted by the CM and all sub-consultants.

The CM shall provide as a separate appendix to their Proposal (not part of the maximum twenty-five (25) 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 CM 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. A cost Proposal shall also be submitted with the Proposal which states a total fee, not-to-exceed upper limit for the work based upon an anticipated Contract construction duration of 300 days. Submitted Scope of Work and Cost Proposal will not count toward the maximum page count. 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 CM and subconsultants are: mileage at the IRS approved 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

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 CM 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 CM after specifically requested in writing by the CM and authorized in writing by OMWD.

10.0 SUBMITTAL REQUIREMENTS

One (1) executed original, clearly marked on the cover, and four (4) 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 twenty five (25) 8.5"x11" pages in length, excluding front and back cover, dividers, resumes and organizational

chart, and appendices. Charts or information on 11"x17" pages may be included however they will count as 2 pages each. Limit resumes to a maximum of two (2) pages each. The Proposal shall be wet signed by an individual or individuals authorized to execute legal documents on behalf of the CM. Proposals and/or modifications thereto received subsequent to the hour and date specified herein will not be considered.

The Proposal must be received no later than 2:00 p.m. PST, on October 19, 2021 in the office of:

OLIVENHAIN MUNICIPAL WATER DISTRICT
ATTN: Jason P. Hubbard, P.E.
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/time for questions is 5:00 PM, October 14, 2021.

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

OMWD will hold a pre-Proposal meeting on Tuesday, September 30th, 2021 at 10:00 AM at the pump station site located at 16106 4S Ranch Parkway, San Diego, California, 92127. This is a **mandatory meeting**. No other meetings to view the site will be held during the Proposal period. CMs are encouraged to do their own field reconnaissance.

Individual 30-minute technical meetings with CM teams who are seriously competing for the project will be scheduled if OMWD staff has availability. The meetings are intended to answer questions and discuss ideas, which will be kept confidential. Do not discuss team qualifications at the meetings. The proposed CM project manager and lead project inspector may attend the meeting. The last day for meeting is October 14, 2021. Contact Tess Garnica at TGarnica@Olivenhain.com to schedule a meeting.

OMWD reserves the right to revise or cancel 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.

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 CM based on the Proposals received but reserves the right to interview selected firms. OMWD will rank the finalists as to qualifications and select the successful CM.

If necessary, OMWD will enter into negotiations with the selected firm. The scope of work provided in the Proposal will be used as a basis for contract negotiations.

Negotiations will cover: scope of work, contract terms and conditions, and price. If OMWD is unable to reach an acceptable agreement with the selected firm, OMWD will terminate negotiations with the selected firm and negotiations with the second ranked firm will be initiated.

After negotiating a proposed agreement that is fair and reasonable, the negotiating team will recommend to the General Manager that OMWD enter into the proposed agreement. The General Manager will make the final recommendation to OMWD's 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 November 17th, 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 during Proposal review.

13.1 Approach to Work (30%)

- Understanding of project and objectives
- Responsiveness to issues identified in RFP
- Level of detail discussed
- Other issues not addressed in RFP but deemed essential to the effective conduct of the project
- Tasks clearly defined
- Activities well-coordinated
- Flexibility to changes in scope and schedule

- Provisions for technical and quality control
- Completeness of the fee estimate considering the proposed scope of work

13.2 Project Manager and Team Qualifications (45%)

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

13.3 Project Experience (25%)

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

14.0 SCHEDULE FOR NOMINATION, SELECTION, AND AWARD

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

- | | |
|-----------------------------------|------------------------------|
| • Issue RFP | September 22, 2021 |
| • Pre-Proposal Meeting | September 30, 2021, 10:00 AM |
| • Last Day for Questions | October 14, 2021 |
| • Last Day for Meetings with OMWD | October 14, 2021 |
| • Proposals Due | October 19, 2021, 2:00 PM |
| • Notification of Selection | November 1, 2021 |
| • Board Approval | November 17, 2021 |

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 CM will be required to sign an Agreement for Professional Services (Exhibit 1) and to provide the Insurance Certificates and all other required documentation within ten (10) calendar days of notification of selection.

Proposals are due October 19, 2021 at 2:00 pm.

Attachments:

Exhibit 1 – Draft Professional Services Agreement

Exhibit 1

PROFESSIONAL SERVICES AGREEMENT
CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES FOR THE
CONSTRUCTION OF THE 4S RANCH NEIGHBORHOOD 1
SEWER PUMP STATION REPLACEMENT PROJECT
FOR THE OLIVENHAIN MUNICIPAL WATER DISTRICT

21AGRXXX
District Project D700004

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 a licensed Construction Management company qualified to provide construction management and inspection services for wastewater facilities, for the Construction of the 4S Ranch Neighborhood 1 Sewer Pump Station Replacement project.
3. CONSULTANT is an Construction Management Company licensed to do business in the State of California with expertise in construction management and inspection services for wastewater facilities to provide documentation of the Contractor’s compliance with the contract documents.
4. The District desires to retain CONSULTANT to provide construction management and inspection services for the construction of the 4S Neighborhood 1 Sewer Pump Station Replacement project.

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

1. Services to Be Performed. CONSULTANT agrees to perform Construction Management and Inspection Services for the construction of the 4S Neighborhood 1 Sewer Pump Station Replacement project. The services to be provided by CONSULTANT are more particularly described in the Scope and Cost Proposal attached hereto as Exhibit “A” and incorporated herein by reference. All work performed by CONSULTANT shall be subject to review and approval by the District. The District shall have no obligation to approve any work found defective by the District, in its sole discretion.

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

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

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

5. Extra Work. The District may request additional work or services from CONSULTANT from time to time, as the District shall determine, in its sole discretion.

CONSULTANT shall not commence any extra work without a written change order expressly approved by the District, in writing. Work performed by CONSULTANT without an approved change order signed by the District will not be paid for by the District. In the event the District determines that additional work is justified, the parties shall agree on the additional work to be performed and the price to be paid for this additional work prior to commencement of any additional work by CONSULTANT. It is understood by the parties that CONSULTANT shall not be entitled to any payment for extra work unless the District determines that it desires extra work to be performed and a written change order has been executed by the parties. Attached as Exhibit "B" is the Request for Additional Work Form required by the District for all requests for additional work or task transfers.

6. Standard of Care. In performing all work and services required by this Agreement, CONSULTANT agrees to use the highest degree of skill and expertise ordinarily exercised, under similar circumstances, by a [INSERT CONSULTANT TYPE] with expertise in construction management and inspection of wastewater facilities 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 | 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 _____, 20X21

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 _____ 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 _____

Work order number(s) to charge _____ OMWD Record No. _____

Original to General Manager

Originating Dept. Copies to
Consultant Project Acct