

*STAFF REPORT**CITY OF OCEANSIDE*

---

DATE: October 14, 2009

TO: Honorable Mayor and City Council Members

FROM: Development Services Department

SUBJECT: **PROFESSIONAL SERVICES AGREEMENT FOR THE DESIGN OF THE HARBOR LIFT STATION FORCE MAIN PROJECT**

**SYNOPSIS**

Staff recommends that the City Council approve a professional services agreement with Nolte Associates, Inc., of Oceanside, in the amount of \$59,200 for professional engineering services for the Harbor Lift Station Force Main project located at the Oceanside Harbor; and authorize the City Manager to execute the agreement.

**BACKGROUND**

The City performed a preliminary review of an existing 8-inch cast-iron sewer force main pipe installed in 1961 within the City's downtown harbor area. The force main is connected on either end by Harbor 4 Lift Station and North Bridge Lift Station (see attachment A). The length of the existing force main is approximately 400 feet and is situated across North County Transit District's (NCTD) railroad right-of-way. Approximately 0.04 million gallons per day (MGD) of sewage is conveyed through this pipe.

**ANALYSIS**

Due to the age and material of the existing pipe, the City has determined that this force main will need to be replaced with pipe material that meets current City standards to reduce the potential for future pipe-related issues. Furthermore, Harbor 4 Lift Station's interior will need to be modified to accommodate the new pipe. All piping system and appurtenance upgrades associated with connecting the new force main to the two existing lift stations shall also be considered as part of the project.

**FISCAL IMPACT**

Nolte Associates, Inc., has submitted a proposal for the force main design work of \$59,200. The FY 2009-10 budget for the Harbor Lift Station Force Main Project (910539400751) has a current available balance of \$151,402; therefore sufficient funds are available for the project design phase.

**INSURANCE REQUIREMENTS**

The City's standard insurance requirements will be met.

**COMMISSION OR COMMITTEE REPORTS**

Does not apply.

**CITY ATTORNEY'S ANALYSIS**

The referenced documents have been reviewed by the City Attorney and approved as to form.

**RECOMMENDATION**

Staff recommends that the City Council approve a professional services agreement with Nolte Associates, Inc., of Oceanside, in the amount of \$59,200 for professional engineering services for the Harbor Lift Station Force Main project located at the Oceanside Harbor; and authorize the City Manager to execute the agreement.

PREPARED BY:

SUBMITTED BY:

  
\_\_\_\_\_  
Paul J. Pham  
Assistant Engineer

  
\_\_\_\_\_  
Peter A. Weiss  
City Manager

REVIEWED BY:

Michelle Skaggs Lawrence, Deputy City Manager

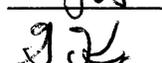
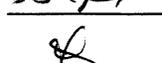
George Buell, Development Services Director

Lonnie Thibodeaux, Water Utilities Director

Scott O. Smith, City Engineer

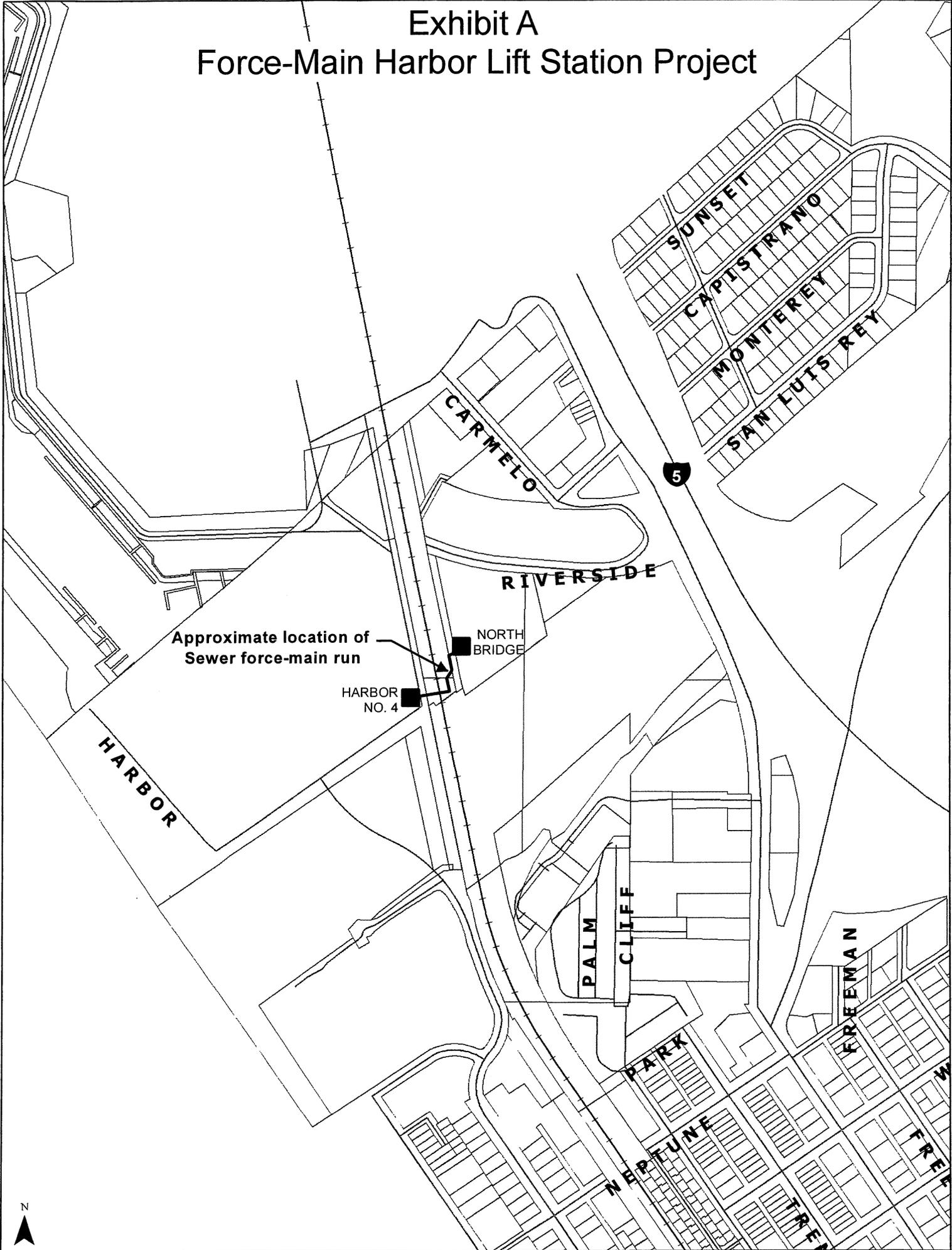
Gary Kellison, Senior Civil Engineer

Teri Ferro, Financial Services Director

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# Exhibit A

## Force-Main Harbor Lift Station Project



**HARBOR LIFT STATION FORCE-MAIN PROJECT - 910539400751**

**CITY OF OCEANSIDE**

**PROFESSIONAL SERVICES AGREEMENT**

THIS AGREEMENT, dated \_\_\_\_\_, 2009, for identification purposes, is made and entered into by and between the CITY OF OCEANSIDE, a municipal corporation, hereinafter designated as "CITY", and Nolte Associates, Inc., hereinafter designated as "CONSULTANT".

**RECITALS**

- A. CITY desires to obtain professional engineering services from an independent contractor for the above named project.
- B. CONSULTANT has submitted a proposal to provide engineering services for the CITY in accordance with the terms set forth in this Agreement.
- C. CITY desires to contract with CONSULTANT as an independent contractor and CONSULTANT desires to provide services to CITY as an independent contractor.
- D. CONSULTANT has demonstrated its competence and professional qualifications necessary for the satisfactory performance of the services designated herein by virtue of its experience, training, education and expertise.

**NOW, THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:**

- 1.0 **SCOPE OF WORK.** Consultant desires to provide professional engineering services to complete the contract documents required to upgrade an existing sewer force-main pipe and provide necessary piping modifications within two existing lift stations located in the City's downtown harbor area. A more detailed scope of work for the project, as defined by CONSULTANT (dated July 31, 2009), is attached hereto as Exhibit "A" and made a part hereto. The project is more particularly described as follows:
  - 1.1 **PROFESSIONAL SERVICES PROVIDED BY CONSULTANT.** The professional services to be performed by CONSULTANT shall consist of but not be limited to the following:
    - 1.1.1 Work closely with the City in performing work in accordance with this Agreement in order to receive clarification as to the result which the CITY expects to be

## **HARBOR LIFT STATION FORCE-MAIN PROJECT - 910539400751**

accomplished by CONSULTANT. The Water Utilities Director, under the authority of the City Manager, shall be the CITY'S authorized representative in the interpretation and enforcement of all work performed in connection with this Agreement. The Water Utilities Director may delegate authority in connection with this Agreement to the Water Utilities Director's designees. For the purposes of directing the CONSULTANT'S performance in accordance with this Agreement, the Water Utilities Director delegates authority to Paul Pham, CIP Project Manager.

- 1.1.2 In compliance with Government Code section 7550, the CONSULTANT shall include a separate section in the proposal prepared pursuant to this Agreement, which contains a list of all the subcontractors and dollar amounts of all contracts and subcontracts required for the preparation of work described in this Agreement.
- 1.1.3 Visit and carefully examine the location of the project as often as necessary to become acquainted with all conditions which are visible or could reasonably be discovered, and which might have an impact upon the construction of the project.
- 1.1.4 Inspect jobsite for constructability of the proposed improvements.
- 1.1.5 Provide all geotechnical and surveying services for design.
- 1.1.6 Design, prepare, and submit to the City, plans and specifications for the construction of the project as described in the Scope of Work, and in the time and manner set forth in this Agreement.
- 1.1.7 Prepare and submit to the City, concurrently with the design plans, the following:
  - a. A written estimate of probable construction quantities and costs.
  - b. A written list of submittals, which the construction contractor will be required to provide during the construction phase of the project.
- 1.1.8 Consultant shall prepare, approve and sign a set of As-Built record drawings upon completion of construction.
- 1.2 **SERVICES PROVIDED BY CITY.** The CITY shall perform the following services:
  - 1.2.1 Provide access to all public improvement plans and records and furnish one copy of drawings and reports requested.

## **HARBOR LIFT STATION FORCE-MAIN PROJECT - 910539400751**

- 1.2.2 Consultant shall obtain all necessary permits from other regulatory agencies and other departments. CITY will pay for any applicable fees.
- 1.2.3 Provide sample of title block for the plans and standard form Public Works Construction Contract Documents to be used with the General Provisions (Specifications).
- 1.2.4 Upon request, verify the location of existing CITY owned utilities.
- 1.2.5 Provide all legal advertising mailings and postings required.
- 1.2.6 Duplicate all final plans and specifications.
- 1.2.7 Provide overall project management.
- 1.2.8 Provide coordination of all inquiries from prospective bidders during the bidding period.

### **2.0 TIMING REQUIREMENTS**

- 2.1 Time is of the essence in the performance of work under this Agreement and the following timing requirements shall be strictly adhered to unless otherwise modified in writing as set forth in Section 2.6. Failure by CONSULTANT to strictly adhere to these timing requirements may result in termination of this Agreement by the CITY and the assessment of damages against the CONSULTANT for delays.
- 2.2 Phase I. CONSULTANT shall prepare and deliver a copy of the Geotechnical Report and a copy of the 50% preliminary design plans to the City within nine weeks of the execution of this Agreement. No work shall be performed by CONSULTANT beyond the Phase I stage until the City has given written approval of the preliminary design and authorization to perform Phase II.
- 2.3 Phase II. CONSULTANT shall prepare and deliver a copy of the 75% preliminary design plans to the City within two weeks after Phase I approval. No work shall be performed by CONSULTANT beyond the Phase II stage until the City has given written approval of the preliminary design and authorization to perform Phase III.

## **HARBOR LIFT STATION FORCE-MAIN PROJECT - 910539400751**

- 2.4 Phase III. CONSULTANT shall prepare and deliver a copy of the 90% preliminary design plans and design specifications to the City within two weeks after Phase II approval. No work shall be performed by CONSULTANT beyond the Phase III stage until the City has given written approval of the preliminary design and authorization to perform Phase IV.
- 2.5 Phase IV. CONSULTANT shall prepare and deliver a copy of the 100% preliminary design plans and design specifications to the City within one week after Phase III approval. No work shall be performed by CONSULTANT beyond the Phase IV stage until the City has given written approval of the preliminary design and authorization to perform Phase V.
- 2.6 Phase V. CONSULTANT shall prepare and deliver the final design plans and final specifications to the City within one week of the City's written authorization to perform Phase V.
- 2.7 Phase VI. CONSULTANT shall prepare and deliver the final As-Built plans for record drawings to the City within two weeks of the City's written request.
- 2.8 CONSULTANT shall submit all requests for extensions of time for performance in writing to the City no later than ten (10) calendar days after the start of the condition which purportedly caused the delay, and not later than the date on which performance is due. The City shall review all such requests and may grant reasonable time extensions for unforeseeable delays which are beyond CONSULTANT'S control.
- 2.9 For all time periods not specifically set forth herein, the CONSULTANT shall respond in the most expedient and appropriate manner under the circumstances, by telephone, fax, hand delivery or mail.
- 3.0 **DESIGN CRITERIA AND STANDARDS.** All work shall be performed in accordance with applicable CITY, state and federal codes and criteria. In the performance of its professional services, CONSULTANT shall use the degree of care and skill ordinarily exercised by consultants under similar conditions.

All plans shall be ink drawn on standard Mylar sheets. Contract specifications shall conform to the CITY'S specification procedures and the format of the CITY'S standard form Contract Documents for Public Works Construction.

- 4.0 **INDEPENDENT CONTRACTOR.** CONSULTANT'S relationship to the CITY shall be that of an independent contractor. CONSULTANT shall have no



## HARBOR LIFT STATION FORCE-MAIN PROJECT - 910539400751

General Aggregate \$ 2,000,000\*

Commercial General Liability Insurance  
(bodily injury and property damage)

General limit per occurrence \$ 1,000,000

General limit project specific \$ 2,000,000

Automobile Liability Insurance \$ 1,000,000

\*General aggregate per year, or part thereof, with respect to losses or other acts or omissions of CONSULTANT under this Agreement.

- 7.2.2 If coverage is provided through a Commercial General Liability Insurance policy, a minimum of 50% of each of the aggregate limits shall remain available at all times. If over 50% of any aggregate limit has been paid or reserved, the CITY may require additional coverage to be purchased by the CONSULTANT to restore the required limits. The CONSULTANT shall also notify the CITY'S Project Manager promptly of all losses or claims over \$25,000 resulting from work performed under this contract, or any loss or claim against the CONSULTANT resulting from any of the CONSULTANT'S work.
- 7.3 All insurance companies affording coverage to the CONSULTANT for the purposes of this Section shall add the City of Oceanside as "additional insured" under the designated insurance policy for all work performed under this Agreement. Insurance coverage provided to the CITY as an additional insured shall be primary insurance and other insurance maintained by the CITY, its officers, agents and employees shall be excess only and not contributing with insurance provided pursuant to this Section.
- 7.4 All insurance companies affording coverage to the CONSULTANT pursuant to this Agreement shall be insurance organizations authorized by the Insurance Commissioner of the State of California to transact business of insurance in the state or be rated as A-X or higher by A.M. Best.
- 7.5 All insurance companies affording coverage shall provide thirty (30) days written notice to the CITY should the policy be cancelled before the expiration date. For the purposes of this notice requirement, any material change in the policy prior to the expiration shall be considered a cancellation.

## **HARBOR LIFT STATION FORCE-MAIN PROJECT - 910539400751**

- 7.6 CONSULTANT shall provide evidence of compliance with the insurance requirements listed above by providing a Certificate of Insurance and applicable endorsements, in a form satisfactory to the City Attorney, concurrently with the submittal of this Agreement.
- 7.7 CONSULTANT shall provide a substitute Certificate of Insurance no later than thirty (30) days prior to the policy expiration date. Failure by the CONSULTANT to provide such a substitution and extend the policy expiration date shall be considered a default by CONSULTANT and may subject the CONSULTANT to a suspension or termination of work under the Agreement.
- 7.8 Maintenance of insurance by the CONSULTANT as specified in this Agreement shall in no way be interpreted as relieving the CONSULTANT of any responsibility whatsoever and the CONSULTANT may carry, at its own expense, such additional insurance as it deems necessary.
- 8.0 **PROFESSIONAL ERRORS AND OMISSIONS INSURANCE.** Throughout the duration of this agreement and four (4) years thereafter, the CONSULTANT shall maintain professional errors and omissions insurance for work performed in connection with this Agreement in the minimum amount of One Million dollars (\$1,000,000).

CONSULTANT shall provide evidence of compliance with these insurance requirements by providing a Certificate of Insurance.

- 9.0 **CONSULTANT'S INDEMNIFICATION OF CITY.** CONSULTANT shall indemnify and hold harmless the CITY and its officers, agents and employees against all claims or lawsuits for damages to persons or property arising out of the negligent acts, errors, omissions or wrongful acts or conduct of the CONSULTANT or its employees, agents, subcontractors or others in connection with the execution of the work covered by this Agreement, except for those claims arising from the willful misconduct, sole negligence or active negligence of the CITY, its officers, agents or employees. CONSULTANT'S indemnification shall include any and all costs, expenses, expert fees, attorneys' fees and liability assessed against or incurred by the CITY, its officers, agents or employees in defending against such claims or lawsuits, whether the same proceed to judgment or not. Further, CONSULTANT, at its own expense, shall, upon written request by the CITY, defend any such suit or action brought against the CITY, its officers, agents or employees resulting or arising from the tortious acts or omissions of the CONSULTANT.

## **HARBOR LIFT STATION FORCE-MAIN PROJECT - 910539400751**

CONSULTANT'S indemnification of CITY shall not be limited by any prior or subsequent declaration by the CONSULTANT.

- 10.0 **ERRORS AND OMISSIONS.** In the event that the City determines that the CONSULTANT'S negligence, misconduct, errors or omissions in the performance of work under this Agreement has resulted in expense to CITY greater than would have resulted if there were no such negligence, errors or omissions in the plans or contract specifications, CONSULTANT shall reimburse CITY for the additional expenses incurred by the CITY, including engineering, construction and/or restoration expense. Nothing herein is intended to limit CITY'S rights under Sections 7, 8 or 9.
- 11.0 **NO CONFLICT OF INTEREST.** The CONSULTANT shall not be financially interested in any other CITY contract for this project. For the limited purposes of interpreting this section, the CONSULTANT shall be deemed a "City officer or employee", and this Section shall be interpreted in accordance with Government Code section 1090. In the event that the CONSULTANT becomes financially interested in any other CITY contract for this project, that other contract shall be void. The CONSULTANT shall indemnify and hold harmless the CITY, under Section 9 above, for any claims for damages resulting from the CONSULTANT'S violation of this Section.
- 12.0 **OWNERSHIP OF DOCUMENTS.** All plans and specifications, including details, computations and other documents, prepared or provided by the CONSULTANT under this Agreement shall be the property of the CITY. The CITY agrees to hold the CONSULTANT free and harmless from any claim arising from any use, other than the purpose intended, of the plans and specifications and all preliminary sketches, schematics, preliminary plans, architectural perspective renderings, working drawings, including details, computation and other documents, prepared or provided by the CONSULTANT. CONSULTANT may retain a copy of all material produced under this Agreement for the purpose of documenting their participation in this project.
- 13.0 **COMPENSATION.**
- 13.1 For work performed by CONSULTANT in accordance with this Agreement, CITY shall pay CONSULTANT in accordance with the schedule of billing rates set forth in Exhibit "A", attached hereto and incorporated herein by reference. No rate changes shall be made during the term of this Agreement without prior written approval of the Water Utilities Director. CONSULTANT'S compensation for all work performed in accordance with this Agreement shall not exceed the total contract price of \$59, 200.00.

## **HARBOR LIFT STATION FORCE-MAIN PROJECT - 910539400751**

No work shall be performed by CONSULTANT in excess of the total contract price without prior written approval of the City. CONSULTANT shall obtain approval by the City prior to performing any work which results in incidental expenses to CITY as set forth in Section 13.2.2.

- 13.2 CONSULTANT shall maintain accounting records including the following information:
  - 13.2.1 Names and titles of employees or agents, types of work performed and times and dates of all work performed in connection with this Agreement which is billed on an hourly basis.
  - 13.2.2 All incidental expenses including reproductions, computer printing, postage, mileage and subsistence.
- 13.3 CONSULTANT'S accounting records shall be made available to the City for verification of billings, within a reasonable time of the City's request for inspection.
- 13.4 CONSULTANT shall submit monthly invoices to CITY. CITY shall make partial payments to CONSULTANT not to exceed the total contract price within thirty (30) days of receipt of invoice, subject to the approval of the City, and based upon the following partial payment schedule:
  - 13.4.1 Prior to submittal of the 50% preliminary design plans and the Geotechnical Soils Report, partial payments shall not exceed \$ 29,600.00.
  - 13.4.2 Prior to submittal of the 75% preliminary design plans, partial payments shall not exceed \$ 44,400.00.
  - 13.4.3 Prior to submittal of the 90% preliminary design plans, partial payments shall not exceed \$ 53,280.00.
  - 13.4.4 Prior to submittal of the 100% preliminary design plans, partial payments shall not exceed \$ 57,472.00.
  - 13.4.5 Prior to CITY approval of the plans and specifications, partial payments shall not exceed \$58,334.13.
  - 13.4.6 Final payment shall be made to CONSULTANT upon CONSULTANT's preparation of As-Built plans for record drawings to the satisfaction of the Water Utilities Director.

**HARBOR LIFT STATION FORCE-MAIN PROJECT - 910539400751**

- 14.0 **TERMINATION OF AGREEMENT.** Either party may terminate this Agreement by providing thirty (30) days written notice to the other party.

If any portion of the work is terminated or abandoned by the CITY, then the CITY shall pay CONSULTANT for any work completed up to and including the date of termination or abandonment of this Agreement, in accordance with Section 13. The CITY shall be required to compensate CONSULTANT only for work performed in accordance with the Agreement up to and including the date of termination.

- 15.0 **ASSIGNMENT AND DELEGATION.** This Agreement and any portion thereof shall not be assigned or transferred, nor shall any of the CONSULTANT'S duties be delegated, without the express written consent of the CITY. Any attempt to assign or delegate this Agreement without the express written consent of the CITY shall be void and of no force or effect. A consent by the CITY to one assignment shall not be deemed to be a consent to any subsequent assignment.

This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

- 16.0 **ENTIRE AGREEMENT.** This Agreement comprises the entire integrated understanding between CITY and CONSULTANT concerning the work to be performed for this project and supersedes all prior negotiations, representations or agreements.

- 17.0 **INTERPRETATION OF THE AGREEMENT.** The interpretation, validity and enforcement of the Agreement shall be governed by and construed under the laws of the State of California. The Agreement does not limit any other rights or remedies available to CITY.

The CONSULTANT shall be responsible for complying with all local, state and federal laws whether or not said laws are expressly stated or referred to herein.

Should any provision herein be found or deemed to be invalid, the Agreement shall be construed as not containing such provision and all other provisions, which are otherwise lawful, shall remain in full force and effect, and to this end the provisions of this Agreement are severable.

- 18.0 **AGREEMENT MODIFICATION.** This Agreement may not be modified orally or in any manner other than by an Agreement in writing, signed by the parties hereto.

**HARBOR LIFT STATION FORCE-MAIN PROJECT - 910539400751**

**19.0 DISPUTE RESOLUTION.**

- a. Any controversy or claim arising out of or relating to this Agreement, or concerning the breach or interpretation thereof, shall be first submitted to mediation, the cost of which shall be borne equally by the parties.
- b. No suit shall be brought on this contract unless all statutory claims filing requirements have been met.

20. **NOTICES.** All notices, demands, requests, consents or other communications which this Agreement contemplates or authorizes, or requires or permits either party to give to the other, shall be in writing and shall be personally delivered or mailed to the respective party as follows:

**TO CITY:**

City of Oceanside  
Water Utilities Director  
300 North Coast Highway  
Oceanside, CA 92054

**TO CONSULTANT:**

Nolte Engineering, Inc.  
Jonathan G. Smith  
1029 Gallery Drive  
Oceanside, CA 92057

Either party may change its address by notice to the other party as provided herein.

Communications shall be deemed to have been given and received on the first to occur:

- a. Actual receipt at the offices of the party to whom the communication is to be sent, as designated above, or
- b. Three (3) working days following the deposit in the United States mail of registered or certified mail, postage prepaid, return receipt requested, addressed to the offices of the party to whom the communication is to be sent, as designated above.

[HARBOR LIFT STATION FORCE-MAIN PROJECT - 910539400751]

21.0 **SIGNATURES.** The individuals executing this Agreement represent and warrant that they have the right, power, legal capacity and authority to enter into and to execute this Agreement on behalf of the respective legal entities of the CONSULTANT and the CITY.

**IN WITNESS WHEREOF** the parties hereto for themselves, their heirs, executors, administrators, successors and assigns do hereby agree to the full performance of the covenants herein contained and have caused this Professional Services Agreement to be executed by setting hereunto their signatures on the dates indicated below:

**HARBOR LIFT STATION FORCE-MAIN PROJECT - 910539400751**

NOLTE ASSOCIATES, INC.

CITY OF OCEANSIDE

By: *Jonathan G. Smith*, ENGINEERING  
Name/Title MANAGER  
JONATHAN G. SMITH

By: \_\_\_\_\_  
City Manager

Date: 08-17-09

Date: \_\_\_\_\_

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

\_\_\_\_\_  
City Clerk

Name/Title

APPROVED AS TO FORM:

Date: \_\_\_\_\_

*Robert James Hon.*, ASST.  
City Attorney

\_\_\_\_\_  
Employer ID No.

**NOTARY ACKNOWLEDGMENTS OF CONSULTANT MUST BE ATTACHED.**

# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of San Diego }

On Aug. 17, 2009 before me, Amy Storey,  
Date Here Insert Name and Title of the Officer

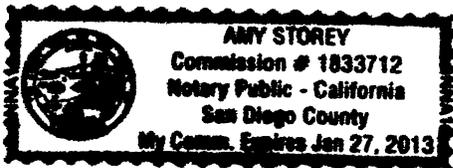
personally appeared Jonathan G. Smith  
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Amy Storey  
Signature of Notary Public



Place Notary Seal Above

## OPTIONAL

*Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.*

### Description of Attached Document

Title or Type of Document: \_\_\_\_\_

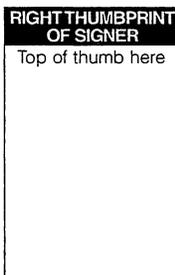
Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

### Capacity(ies) Claimed by Signer(s)

Signer's Name: \_\_\_\_\_

- Individual
- Corporate Officer — Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_

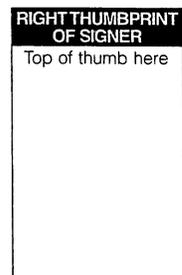


Signer Is Representing: \_\_\_\_\_

\_\_\_\_\_

Signer's Name: \_\_\_\_\_

- Individual
- Corporate Officer — Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_



Signer Is Representing: \_\_\_\_\_

\_\_\_\_\_

**[HARBOR LIFT STATION FORCE-MAIN PROJECT - 910539400751]**

# EXHIBIT-A

July 31, 2009  
BDSCLPA

Mr. Paul Pham  
Assistant Engineer  
~~City of Oceanside - Water Utilities Department~~  
300 North Coast Highway  
Oceanside, CA 92054

**SUBJECT: Proposal to Provide Engineering Services for the FORCE-MAIN HARBOR LIFT STATION Project [910539400751]**

Dear Mr. Pham:

Nolte is pleased to present this proposal to provide engineering services in support of the force-main Harbor lift station project. This project will upgrade and improve the reliability of Harbor 4 lift station and insure uninterrupted sewer service to businesses in the area for the future.

Based on the information in your Request for Proposals, the pre-proposal meeting last week, the site visit with your maintenance crew, and the project reference plans, we understand the project includes the design of approximately 400-ft of force main sewer line, modifying and upgrading the interior of Harbor 4 Lift Station, field survey, aerial mapping, and a geotechnical investigation.

On that basis, the specific project understanding, scope and fee for the services that Nolte will provide for this project are covered in "Exhibit A", enclosed with this letter.

We are looking forward to working with you to improve the City's sewer infrastructure. Please contact me or Julian Palacios at your convenience to discuss this proposal in greater detail.

Sincerely,

**Nolte Associates, Inc.**



Jonathan G. Smith, PE  
Engineering Manager

**Exhibit A**  
**City of Oceanside**  
**Proposal for the Force Main Harbor Lift Station [910539400751]**  
**Project Understanding and Scope of Work**

### **Project Understanding**

The project is intended to increase the reliability of the City's Harbor lift stations sewer system by replacing an old cast iron force main from Harbor Lift Station No. 4 to the North Bridge pump station. Currently the force main crosses Harbor Drive heading East, goes through an 18-in steel casing under the railroad tracks, and heads north along a parking lot to the North Bridge pump station wet well, with an approximate total length of 400-ft. The proposed force main will cross North County Transit District railroad tracks.

Based on the preproposal meeting and site visit, Nolte identified alternatives for installing a new force main to replace the existing 8-in cast iron pipe:

- *Use existing 18-in casing across railroad tracks*

This alternative consists of using open-trench construction across Harbor Drive, removing and replacing the existing cast iron pipe inside the existing 18-in casing across the railroad tracks, and continue open trench construction to the North Bridge pump station. The existing casing is 60-ft long and will require construction activity within the NCTD right-of-way, excavation support system, and NCTD flagmen.

- *Support proposed force main along railroad bridge abutment*

For this alternative, the proposed force main would be installed using open-trench construction across Harbor Drive, head southeast towards the railroad bridge, continue aboveground supported along the bridge abutment to the east side, and continue underground through the parking lot to the North Bridge lift station.

- *Install force main through the existing entrance/pedestrian tunnel to the public parking lot.*

This alternative considers open-trench construction across Harbor Drive to the east curb, continue north along the curb to the pedestrian tunnel, head east through the tunnel into the parking lot to the North Bridge lift station. Construction through the tunnel could be difficult due to the presence of other utilities such as a City's water line that could require the force-main be encased.

The project also includes reconfiguring the discharge piping inside Harbor LS No. 4 dry pit. These improvements will include connecting to the discharge manifold by the pumps, attaching the pipe to the ceiling and the wall of the access manway, and installing the outlet penetration through the access manway higher than the groundwater table. The existing pipe penetration in the dry pit ~~will~~ and the new pipe penetration in the access manway will require reinforcement to strengthen the shell.

Engineering services for this project include:

- Aerial topography and field completion survey for design of the proposed sewer improvements
- Existing utility mapping
- Geotechnical investigation
- Plans and technical specifications
- Bid schedule

- Opinion of probable construction cost
- Record drawings

To this effect, Nolte proposes to complete the following tasks:

## **Scope of Work**

### **Task 1 – Project Management and Meetings**

The Nolte design team will provide project management services to ensure fulfillment of this Scope of Work within the proposed budget and schedule. Project management includes supervision and scheduling of project staff, preparation and updating of a project work plan, review of work prepared by staff, coordination and review of work by subconsultants, project coordination with the City, point of contact with the client, correspondence with the City, and preparation of meeting minutes.

Upon notice to proceed, we will hold a project kickoff meeting to acquaint all project participants with the project scope, approach, goals, and schedule. Meeting participants will include City Staff, Nolte (Civil Design and Surveying), and Geopacifica (Geotechnical Investigation).

Project status meetings will be held with City staff approximately every two weeks during the project. Typical agenda items will include status of action items, unresolved project issues, schedule and budget status.

Meeting minutes summarizing the discussions, decisions made, and action items will be prepared by the Project Manager and distributed to all the participants.

Nolte will provide continuous Quality Assurance and Quality Control of design activities for all tasks and all aspects of the project, including a constructability review of the plans and specifications by our Construction Management department.

### **Task 2 – Survey**

Nolte will provide surveying services for design purposes, including aerial topography, field survey to complement the aerial mapping and locate existing utilities (obscured areas, pump station wet well, other surface utilities), and right-of-way mapping to include in the base maps.

#### *Aerial Topography*

Nolte will prepare a digital 1-ft contour topographic map, using black and white aerial photography and conventional surveying and photogrammetric methods of the project area, for approximately 350-ft long and 280-ft wide strip.

Nolte will set five (5) aerial targets to control the photography and tie those into the California Coordinate System 1983 - Zone 6 (NAD83) and either NGVD29 or NAVD88 vertical datum as specified by the City. Inland Aerial Surveys, Inc. will photograph the site and prepare the topographic mapping.

#### *Field Survey*

Aerial mapping will be complemented with the field survey. Above ground utilities, such as water valves, water meters, fire hydrants, inverts and rim elevations of sewer and storm drain manholes, will also be located during the field survey. Field diagrams of the sewer and storm drain manholes will be completed to assist in mapping the existing utilities.

### *Potholing*

Utility locating services will include up to ten potholes to identify the location of existing utilities in the project area. Nolte's potholing subconsultant Underground Solutions will complete the potholes and prepare a subsurface utility report. Specific tasks to be completed include:

- Delineate for USA Digalert and arrange for any necessary stand-by personnel
- Obtain traffic control plans
- Vacuum excavate each site, take measurements and photos
- Back-fill, compact, and patch per County of SD standards
- Set survey nail, feather or stake directly above each utility site
- Prepare a "Surface Utility Report" with data, photos and PH locations map

### *Right-of-Way Mapping*

Nolte will utilize record information to plot a paper boundary sufficient to show right of way only in the base maps. No provisions are contained herein for researching, calculating, resolving, or plotting easements.

### **Task 3 – Geotechnical Investigation**

Nolte's geotechnical subconsultant, Geopacifica of Oceanside was the geotechnical engineer for recent improvement projects for the North Bridge and Harbor No. 4 lift stations. This experience will be invaluable during the design of this project. Geopacifica knows the site condition issues and how to avoid anything that could create an issue during construction. Geopacifica will complete the following tasks:

- Review the existing Geopacifica geotechnical reports covering the project area. This will include geologic hazards maps, as well as other published and unpublished geotechnical information in the vicinity of the site.
- Preparation of a geotechnical investigation report. The geotechnical investigation will evaluate the accumulated information and develop conclusions and recommendations addressing the geotechnical aspects of the project. The items addressed will include water table information, geologic and earthquake engineering assessment, excavation viability, anticipated shrinkage and bulking factors for on-site soils, expansive potential of on-site soils, temporary excavation stability, anticipated excavation problems, suitability of onsite soils as backfill material, seismic design factors, soil corrosivity potential, site drainage, as well as asphaltic concrete/PCC pavement structural section design.

The geotechnical investigation report will be included as an appendix to the Technical Specifications.

### **Task 4 – Construction Documents - Plans and Technical Specifications**

This phase of work includes preparing final plans and technical specifications for the construction of the proposed 8-inch force main, discharge piping improvements at the Harbor No. 4 Lift Station, and connection to the existing North Bridge pump station. Plans and specifications will be submitted for review and approval at 50%, 90% and 100% milestones, and a final submittal. Nolte assumes preparing one set of bidding documents.

### *Preliminary Design*

Once the aerial survey, field survey and mapping of existing utilities have been completed, Nolte will study up to three alignment alternatives for installing the proposed force main. Nolte will meet with the City to discuss the

proposed alignment, approach for rehabilitating the Harbor LS No. 4 piping and dry pit, and any constructability issues or constraints. Recommendations from the meeting will be summarized in meeting minutes and serve as the basis of the final design plans and specifications.

### *Final Construction Documents*

The design will include preparing plans with existing topography, mapping (property lines, right of way, road centerline), existing utilities, developing the proposed alignment for the force main, surface profiles along the pipeline alignment, and technical specifications.

The general project sheets for a complete plan package for the project are anticipated to include the following items:

- Title sheet will include the City name, project name, contract number, City Engineer approval block, Engineer of Work approval block, sheet index, name and address. Additional information such as location maps will be included on the title sheet if space is limited on the following sheets.
- A sheet including all of the following information: vicinity map and location map showing site location with north arrow, basis of bearings, benchmark, survey control, index map, site access information, general notes, existing or new utility drawing legend, and plan scale information.
- The following additional sheets are anticipated to be required for the gravity sewer mains as the minimum needed to complete the design work. Nolte will provide additional sheets as necessary for a complete design based on this scope of work.
  - Approximately two plan and profile sheets
  - Details (piping improvements at Harbor LS No. 4 and connection to Harbor Bridge PS wet well)

All sheets will be prepared under the direction of a California Registered Civil Engineer. All applicable construction reference notes will be shown on each construction plan sheet. City standard specifications and details will be referenced to the extent possible. Right of way lines or easement boundaries, detail references, other utility locations, north arrow and construction notes will be included on all plan and profile sheets.

Nolte will submit plans for City review at the 50%, 75%, 90% and 100% level of completion. Comments received from each review will be incorporated in to the construction plans.

Upon City's approval of the 100% design documents, final mylar reproducible plans and technical specifications will be prepared and submitted.

### *Technical Specifications:*

Ninety percent (90%) design technical construction specifications for the proposed force mains will be prepared including, but not be limited to, individual sections of City standard specifications and drawings on the following items: trenching, backfilling, compaction, earthwork, precast concrete manholes, non-pressure sewer pipe and any miscellaneous or special pipeline or appurtenance construction. The geotechnical investigation report will be included as an appendix of the specifications document.

### *Bid Schedule*

Nolte will prepare an itemized bid schedule with quantities to include in the front end specification documents prepared by the City.

*Construction Cost Opinion*

Nolte will prepare an engineer's construction cost opinion for the project at the 90% and 100% level of design. The cost estimate will be submitted as part of the design package.

*Deliverables*

Upon completion of the 90% and 100% design documents, two (2) copies of the drawings (half size and full size), technical specifications and cost opinion will be submitted.

Upon completion of design activities, Nolte will provide the City with mylar originals of the construction plans and originals of the technical specifications, and electronic files. City's record drawings sheets will be standard D size sheets. All costs associated with the plotting of preliminary originals, the printing of in-house plans at the 50%, 90% and 100% design, as well as the final mylar production, is included in the deliverables and/or reproduction budget.

**Task 5 – Record Drawings**

Nolte will prepare record drawings upon completion of the project, which will include construction changes (field redlines), RFI responses, and change orders. Changes on the drawings will be completed on the original signed mylars if possible.

**Task 6 – Permits**

~~Nolte will prepare and submit an encroachment application with NCTD to obtain a permit for installation of the proposed force main within their right-of-way. Nolte anticipates up to two resubmittals to address comments during the processing of the permit. All permit fees will be borne by the City.~~

**Schedule**

Upon receiving notice to proceed (NTP), Nolte will complete the scope of services described in the previous section as proposed in the following schedule:

Survey and Base Maps	4 weeks from NTP	2 wk
Geotechnical Investigation	5 weeks from NTP	2 wk
Preliminary Alignment	6 weeks from NTP	2 wk
50% Design Plans	9 weeks from NTP	5 wk
75% Design Plans and Technical Specifications	2 weeks from receipt of 50% design comments	2 wk
90% Design Plans and Technical Specifications	2 weeks from receipt of 75% design comments	2 wk
100% Design Plans and Technical Specifications	1 week from receipt of 90% design comments	1 wk
Final Plans	1 week from receipt of 100% design approval	1 wk
Record Drawings	2 weeks from receipt of redlines from Contractor	2 wk

**Fee**

This work will be performed for a lump sum fee of \$ 59,200. Our estimate of hours and charge rates is included in the table below.

TASK TITLE	HOURS							TOTAL HOURS	Sub-Consultants/O DC	TOTAL COST
	Construction Manager	Project Manager	Associate Engineer	Assistant Engineer	CADD Tech	Senior Surveyor	Survey Crew			
Billing Rates	\$165	\$162	\$120	\$100	\$45	\$155	\$225			
<b>Task 1. Project Management and Meetings</b>										
Kickoff Meeting		3						3		\$486
Design Meetings		9						9		\$1,458
Constructability Review	6							6		\$990
<b>Task 2. Survey</b>										
Aerial Mapping						2	8	10	\$1,600	\$3,870
Field Survey			4				8	12		\$2,280
Right of Way Mapping						5		5		\$775
Potholing (10 potholes)			4						\$8,500	\$9,830
<b>Task 3. Geotechnical Investigation</b>										
Coordination		4						4		\$648
Geotechnical Investigation								0	\$3,500	\$3,850
<b>Task 4. Construction Documents</b>										
Preliminary Design		6		12				18		\$2,172
50% Design		18		18	40			76	\$80	\$6,604
75% Design		12		18	36			66	\$80	\$5,452
90% Design										
90% Drawings		12		18	32			62		\$5,184
90% Specifications		4		12				16	\$80	\$1,936
100% Design										
100% Drawings		8		12	24			44		\$3,576
100% Specifications		4		8				12	\$80	\$1,536
Bid Schedule		2		4						\$724
Final Submittal (mylars)		2			8			10	\$200	\$904
90% Cost Estimate		4		8				12		\$1,448
100% Cost Estimate		2		4				6		\$724
<b>Task 5. Record Drawings</b>										
Prepare Record Drawings		4			24			28		\$1,728
<b>Task 5. NCTD Permit</b>										
Application Submittal and Processing		12			24			36		\$3,024
<b>Total</b>	<b>6</b>	<b>106</b>	<b>8</b>	<b>114</b>	<b>188</b>	<b>7</b>	<b>16</b>	<b>435</b>	<b>\$14,120</b>	<b>\$59,200</b>

**Exclusions:**

The following items are excluded from this scope but can be added to the scope at your request:

- Traffic control plans
- Bid Assistance
- Construction Support Services (Submittal review, RFIs)
- Construction Staking
- Preparation of a Storm Water Pollution Prevention Plan
- Construction Management or Inspection
- Environmental Documents or Reports
- Fees for plan checks and permitting and utility maps
- Operation and maintenance manual

## INTERNAL MEMORANDUM

**TO:** Parties Delegated Signing Authority      **DATE:** June 1, 2009  
Below

**FROM:** Joseph S. Minner, Regional      **cc:** Contracts Department,  
Managing Director      Project Analysts and Office  
Administrators

**SUBJECT:** Signing Authority, Southern  
California Region

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Regarding signing authority for the Southern California Region, all authority granted by prior memorandums and resolutions is hereby revoked and replaced by that granted in this Internal Memorandum and the attached Corporation's Contract Signature Authority Resolution dated April 20, 2009.

For purposes of this authority "contracts" include client contracts, Nolte standard contracts, change orders which modify or add to original contract terms and conditions, sub consultant agreements, and their task orders which have been approved by the Contracts Manager.

The following individuals have been delegated the authority, per Paragraph 4 of the resolution, to sign contracts which have been approved by the Contracts Manager up to \$100,000.

Jack Abcarius  
James Owens  
Julian Palacios  
Jonathan Smith  
Rich Miller  
Scott Vinton  
Stephen Crevoiserat

The following individuals have been delegated the authority, per Paragraph 4 of the resolution, to sign contracts which have been approved by the Contracts Manager up to \$200,000.

Vickie Bridenstine  
Mauricio Lam  
Jim Hettinger  
Paul Robotta  
Jeff Safford

Please note that Regional Managing Directors may sign contracts up to \$500,000. Contracts in excess of \$500,000 must be signed by the President or Chief Financial Officer.