

STAFF REPORT



ITEM NO. 12
CITY OF OCEANSIDE

DATE: October 20, 2010

TO: Honorable Mayor and City Councilmembers

FROM: Water Utilities Department

SUBJECT: **PROFESSIONAL SERVICES AGREEMENT WITH INFRASTRUCTURE ENGINEERING CORPORATION OF OCEANSIDE FOR THE PREPARATION OF THE 511 PUMP STATION SITING STUDY FOR THE MISSION BASIN DESALTING FACILITY EXPANSION PROJECT**

SYNOPSIS

Staff recommends that the City Council approve a professional services agreement with Infrastructure Engineering Corporation of Oceanside in an amount not to exceed \$87,952 for the preparation of the 511 Pump Station Siting Study for the Mission Basin Desalting Facility Expansion project; and authorize the City Manager to execute the agreement (Exhibit A).

BACKGROUND

The Mission Basin Desalting Facility can produce more water than it is able to distribute into the system during the winter. A pump station will allow the plant to provide water to a larger service area maximizing its production year-round. The 511 Pump Station Siting Study will determine the best location for a new 4.5-million-gallon-per-day water pump station. There are two sites that are being considered for the pump station: Mission Basin Desalting Facility at 215 Fireside Drive and Wire Mountain Reservoir at 702 Airport Road.

The San Diego County Water Authority has a Local Water Supply Development Program that promotes water recycling and desalination projects. Staff is pursuing up to a \$200 per acre foot offset for this project through this program.

ANALYSIS

On June 18, 2010, a Request for Proposal (RFP) was sent to ten consultant engineering firms, including five Oceanside firms, to prepare the 511 Pump Station Siting Study (Exhibit B).

On July 28, 2010, the Water Utilities Department received proposals from six consulting firms. Staff reviewed and evaluated the proposals and unanimously chose Infrastructure Engineering Corporation as the best qualified firm based on qualifications of firm and members, performance of work, ability to provide services, quality of proposal, work performance for the City and price, to provide the Siting Study (Exhibit C).

FISCAL IMPACT

The Mission Basin Desalting Facility Expansion project (908742500715) has a current available balance of \$1,700,000 in FY 2010-2011. Therefore, budgeted funds are available.

COMMISSION OR COMMITTEE REPORT

The Water/Sewer Committee approved staff's recommendation at its regularly scheduled meeting on September 13, 2010. The Utilities Commission did not review staff's recommendation at its regularly scheduled meeting on September 21, 2010, due to the lack of a quorum.

CITY ATTORNEY'S ANALYSIS

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

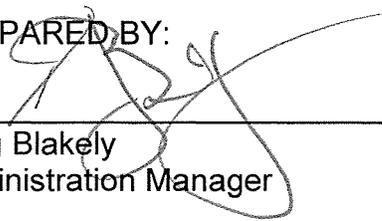
INSURANCE REQUIREMENTS

The City's standard insurance requirements will be met.

RECOMMENDATION

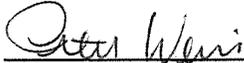
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PREPARED BY:



Greg Blakely
Administration Manager

SUBMITTED BY:



Peter A. Weiss
City Manager

REVIEWED BY:

Michelle Skaggs Lawrence, Deputy City Manager

Cari Dale, Water Utilities Director

Teri Ferro, Financial Services Director







Exhibit A – Professional Services Agreement
Exhibit B – RFP Mailing List
Exhibit C – Consultant Rating Form

CITY OF OCEANSIDE

PROFESSIONAL SERVICES AGREEMENT

PROJECT: 511 PUMP STATION SITING STUDY (908742500715)

THIS AGREEMENT, dated Sept. 1st, 2010 for identification purposes, is made and entered into by and between the CITY OF OCEANSIDE, a municipal corporation, hereinafter designated as "CITY", and INFRASTRUCTURE ENGINEERING CORPORATION, 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 for providing an engineering analysis, conclusions, and recommendations for the 511 Pump Station Siting Study that compares all pertinent factors for locating a water pump station at either the Mission Basin Desalting Facility or the Wire Mountain Reservoir as described in the CONSULTANT'S proposal dated July 28, 2010 and listed in the Scope of Services attached hereto as Exhibit A. 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 accomplished by CONSULTANT. The City, 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 City may delegate authority in connection with this Agreement to the City's designees. For the purposes of directing the CONSULTANT'S performance in accordance with this Agreement, the City delegates authority to Gary Bodman, Water/Wastewater 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 Prepare and submit to the City, a 511 water pump station siting study as described in the Scope of Work, and in the time and manner set forth in this Agreement.
- 1.1.5 Prepare and submit to the City, concurrently with the siting study, the following:
 - a. A written estimate of probable construction costs.
 - b. A written statement of pertinent facts regarding electrical power availability, timing, and costs.
 - c. Operation and maintenance costs for the life of the station.
- 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.
 - 1.2.2 Obtain all necessary permits from other regulatory agencies and other Departments. CONSULTANT shall participate in the completion of such forms but CITY will submit these and pay for any applicable fees.
 - 1.2.3 Upon request, verify the location of existing CITY owned utilities.

1.2.4 Provide all legal advertising mailings and postings required.

1.2.5 Provide overall project management.

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 2.4. 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 siting study first draft report within 60 calendar days 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 siting study first draft report and authorization to perform Phase II.

2.3 Phase II. CONSULTANT shall prepare and deliver a copy of the siting study second draft report within 35 calendar days of the siting study first draft report written approval. No work shall be performed beyond the Phase II stage until the City has given written approval to perform Phase III.

2.4 Phase III. CONSULTANT shall prepare and deliver a copy of the siting study final report within 25 calendar days of the siting study second draft report written approval.

2.5 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.

2.5 For all time periods not specifically set forth herein, the CONSULTANT shall respond in the most expedient and appropriate manner under the circumstances, by either 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.

4.0 **INDEPENDENT CONTRACTOR.** CONSULTANT'S relationship to the CITY shall be that of an independent contractor. CONSULTANT shall have no authority, express or implied, to act on behalf of the CITY as an agent, or to bind the CITY to any obligation whatsoever, unless specifically authorized in writing by the City. The CONSULTANT shall not be authorized to communicate directly with, nor in any way direct the actions of, any bidder or the construction contractor for this project without the prior written authorization by the City. CONSULTANT shall be sole responsible for the performance of any of its employees, agents or subcontractors under this agreement.

CONSULTANT shall report to the CITY any and all employees, agents and consultants performing work in connection with this project, and all shall be subject to the approval of the CITY.

5.0 **CITY BUSINESS LICENSE.** Prior to the commencement of any work under this agreement, the CONSULTANT shall obtain and present a copy of an Oceanside City Business License to the City.

6.0 **WORKERS' COMPENSATION.** Pursuant to Labor Code section 1861, the CONSULTANT hereby certifies that the CONSULTANT is aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and the CONSULTANT will comply with such provisions and provide certification of such compliance as a part of these Award Documents. The certification shall be in accordance with Subsections 7.3 through 7.8 of this Agreement.

7.0 **LIABILITY INSURANCE.**

7.1 CONSULTANT shall, throughout the duration of this Agreement, maintain comprehensive general liability and property damage insurance, or commercial general liability insurance, covering all operations of CONSULTANT, its agents and employees, performed in connection with this Agreement including, but not limited to, premises and automobile.

7.2.1 CONSULTANT shall maintain liability insurance in the following minimum limits:

Comprehensive General Liability Insurance
(bodily injury and property damage)

Combined Single Limit Per Occurrence	\$ 1,000,000
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

<u>Automobile Liability Insurance</u>	\$ 1,000,000
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*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.
- 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 for damages to persons or property arising out of CONSULTANT'S work, including the negligent acts, errors or 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, attorneys' fees, expert 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 founded upon, resulting or arising from the conduct, tortious acts or omissions of the CONSULTANT.

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 City. CONSULTANT'S compensation for all work performed in accordance with this Agreement shall not exceed the total contract price of **\$87,952.00.**

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 siting study first draft report, partial payments shall not exceed \$67,856.

13.4.2 Prior to submittal of the siting study second draft report, partial payments shall not exceed \$10,454.

13.4.2 Final payment of \$9,642 shall be made to CONSULTANT upon Consultant's preparation and submittal, and the City's acceptance, of the final 511 Pump Station Siting Study.

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.

- 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:

Cari Dale, Director
City of Oceanside Water Utilities Dept.
300 North Coast Highway
Oceanside, CA 92054

TO CONSULTANT:

Preston Lewis, P.E.
Infrastructure Engineering Corp.
301 Mission Avenue, Suite 202
Oceanside, CA 92054

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.

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:

INFRASTRUCTURE ENGINEERING CORPORATION

CITY OF OCEANSIDE

By: *Preston Lewis, PRESIDENT*
Name/Title PRESTON LEWIS, PRESIDENT

By: _____
City Manager

Date: 9/1/2010

Date: _____

By: *Roberts Ween, CFO*
Name/Title Roberts Ween, CFO

Date: 9-1-2010

APPROVED AS TO FORM:

01-0617154
Employer ID No.

Bartlett Smith, Esq., ASST
City Attorney

NOTARY ACKNOWLEDGMENTS OF CONSULTANT MUST BE ATTACHED.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of SAN DIEGO }

On SEPT. 1, 2010 before me, NANCY M. CARLISLE NOTARY PUBLIC
Date Here Insert Name and Title of the Officer

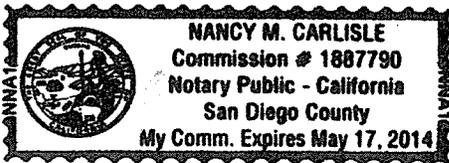
personally appeared PRESTON H. LEWIS
Name(s) of Signer(s)

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 Nancy M. Carlisle
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: _____

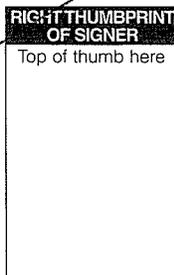
Signer(s) Other Than Named Above: _____

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
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- Trustee
- Guardian or Conservator
- Other: _____

Signer Is Representing: _____



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of SAN DIEGO }

On SEPT. 1 2010 before me, NANCY M. CARLISLE, NOTARY PUBLIC
Date Here Insert Name and Title of the Officer

personally appeared ROBERT S. WEBER
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 Nancy M. Carlisle
Signature of Notary Public



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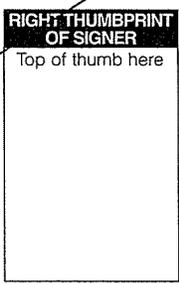
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- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____

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: _____





City of Oceanside
511 Pump Station Siting Study [908742500715]
Exhibit A: Scope of Services

July 28, 2010

Introduction

The purpose of the 511 Pump Station Siting Study is to evaluate and compare locating a new 511 zone pump station at either the Wire Mountain Reservoir site or at the Mission Basin Desalting Facility. The 511 Pump Station will serve multiple purposes. The need for the pump station is to help provide greater circulation through the Wire Mountain Reservoir for water quality maintenance, to utilize the full capacity of the Mission Basin Desalting Facility, and to provide an additional water supply source to the 511 pressure zone. The study will evaluate each site for available space and location of pumping facilities, electrical service needs to meet anticipated loads, determine suction and discharge piping from and to existing water system, prepare preliminary capital construction, lifecycle operation & maintenance costs for each site.

The report will provide engineering analysis, conclusions and recommendations as detailed below.

Task 1 – Project Management and Administration

Project management will consist of the following:

- Develop and maintain project schedule. Meet with the City to review project requirements, identify milestones and critical path items. Prepare schedule for the City's review at the project kick-off meeting. Update schedule as necessary throughout the project.
- Kick-off meeting and progress meetings. Prepare agenda and hold and conduct project meetings as necessary throughout the project duration. Prepare meeting minutes for each meeting.
- Coordinate subconsultant to maintain a unified approach to the project.
- Maintain project documentation, meeting minutes, conversation logs, etc.

Task 2 – Data Collection and Review

Previous studies, reports, and engineering designs prepared for the subject area will be collected and reviewed. Relevant information will be summarized and used in the engineering analysis of the report. Record engineering drawings for existing utilities in the subject area will also be collected.

Task 3 – Quality Review

Our Quality Review manager, Mr. Jim Ashcraft, P.E. will meet with the project team at the project on-set to review the team's approach, understanding, and ideas. Mr. Ashcraft's input at this stage will ensure the project is started in the right direction. Mr. Ashcraft will review all technical memorandums for accuracy, content, and completeness.

Task 4 – Civil/Site Analysis and Pump Station Layout

- 4.1 **Base Sheet Preparation:** Utilizing existing record drawings and available mapping, base sheets will be prepared and utilized for the preliminary design concepts
- 4.2 **Development of Site Plans:** Preliminary site plans will be prepared for each site utilizing existing record information. The site plans will help to better understand the constraints and



advantages/disadvantages of each site for comparison and cost estimating purposes. Development of site plans will consider the following:

- Adequate space requirements for construction
- Ease of access for O&M
- Avoids conflicts with future projects (proposed 2nd Wire Mtn. Reservoir/Desalter expansion)
- Minimizes grading and earthwork
- Locates suction and discharge pipelines and connection points to existing distribution system (including off-site pipelines)
- Locates existing improvements per record drawing information
- Integration of new facilities with existing improvements (ensure joint facilities on site will not interfere with each other)

4.3 Pump Station Layout: Based on the site layout and conditions, preliminary pump station layout will be prepared to confirm whether adequate space is available for the proposed pump station at each site. The preliminary pump station layouts will also assist with cost estimating.

A technical memorandum will be prepared summarizing the conceptual design criteria, site issues, connections to existing facilities, off-site piping requirements, etc.

Task 5 – Electrical Service Requirements

Electrical service requirements will be reviewed at each of the sites. Electrical loads will be calculated and service requirements will be discussed with SDG&E to determine costs and requirements to provide electrical service to each of the sites. Existing electrical facilities will also be reviewed to determine impacts of the proposed pump station on existing improvements.

Task 6 – Cost Analysis

Preliminary life cycle and construction costs will be prepared for each of the alternatives. Capital costs will be based on the preliminary site plans, electrical service requirements, piping connections including off-site pipeline requirements, and any other ancillary facilities identified.

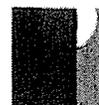
Task 7 – Hydraulic Analysis

One of the critical components of this project will be to perform a hydraulic evaluation of the City's water distribution system that determines the optimal location and operation of the proposed 511 pump station that accomplishes two main objectives:

1. Maximize the use of the production of the Mission Basin Desalting Facility
2. Maintain adequate turnover in the Wire Mountain Reservoir during minimum demand periods to avoid water quality issues.

To accomplish these objectives, IEC will use the City's existing H2OMap Water hydraulic model combined with our significant water system modeling experience on similar projects.

In order to accurately assess the optimal location of the proposed pump station and accurately analyze the preferred operation of the new pump station, an accurate model of the City's existing water distribution system will be required.



As part a part of this task, and at no additional cost, IEC will reconcile the City's existing water system model and perform a "boundary-level" calibration to ensure that the model is accurately predicting actual field conditions. This task will not only ensure that we can accurately assess the proposed 511 pump station, but will also give the City a "value-added" deliverable of a reconciled and calibrated hydraulic model at the end of this project.

A technical memorandum will be prepared to summarize the analysis and results of the impact of the pump station at the two alternative sites. Additional model runs will be made as necessary to show how the pump station at either site can be used to aid in recirculation of the Wire Mtn. Reservoir and to take advantage of the maximum capacity of the Mission Basin Desalting Facility.

Task 8 – Final Report and Recommendations

A final report will be prepared summarizing all of the work described above, including an executive summary along with recommendations for the project. We anticipate providing the City with first and second drafts of the report for the City's review and input. The City's comments will be incorporated and final copies of the report will be delivered to the City.



FEE PROPOSAL
CITY OF OCEANSIDE
S11 PUMP STATION SITING STUDY
 [908742500715]

Subtask Number	Subtask Description Summary	Classification	Principal	Sr. Project Manager	CM	Sr. Project Engineer	Project Engineer	Designer	Engineer I/C/D/D Operator	Word Processor	Subtask Labor-Hours	Subtask Labor Cost	Direct Cost	Subcontract	Total Cost
TASK 1	PROJECT MANAGEMENT AND ADMINISTRATION		\$175.00	\$170.00	\$155.00	\$150.00	\$128.00	\$128.00	\$107.00	\$70.00	72	\$10,640	\$750		\$11,390
TASK 2	DATA COLLECTION & REVIEW			24		40	16		40		56	\$6,328			\$6,328
TASK 3	QUALITY REVIEW		12								12	\$2,100			\$2,100
TASK 4	CIVIL/SITE ANALYSIS & PS LAYOUT			16	4	24	40	24	40		148	\$19,412			\$19,412
TASK 5	ELECTRICAL SERVICE REQUIREMENTS			2							2	\$340		\$8,000	\$8,340
TASK 6	COST ANALYSIS			2		4	16		16		38	\$4,700			\$4,700
TASK 7	HYDRAULIC ANALYSIS			40		60	80				180	\$26,040			\$26,040
TASK 8	FINAL REPORT & RECOMMENDATIONS			16		24	24				64	\$9,392	\$250		\$9,642
	Task Subtotal - Hours		12	100	4	152	176	24	96	8	572				
	Task Subtotal - Costs		\$2,100	\$17,000	\$620	\$22,800	\$22,528	\$3,072	\$10,272	\$560		\$78,952	\$1,000	\$8,000	\$87,952

TOTAL TIME & MATERIAL, NOT TO EXCEED FEE: \$87,952

511 Pump Station Siting Study (9088742500715)
 Water Utilities Consultant Mailing List
 June 18, 2010

Company	Address	City	State	Zip	First Name	Last Name	Title	Phone	Fax
O'Day Consultants	2710 Loker Ave. W, Suite 100	Carlsbad	CA	92010	Patrick	O'Day		760-931-7700	
Richard Brady & Associates	3710 Ruffin Road	San Diego	CA	92123	Richard	Brady		858-496-0500	
RBF Consulting	9755 Clairemont Mesa Blvd., Suite 1	San Diego	CA	92124	John	Harris		858-614-5025	
Berryman & Henigar	11590 W. Bernardo Ct. Suite 100	San Diego	CA	92127	George	Kutchins		858-451-6100	
Marrs Services, Inc.	13360 E. Firestone Blvd., Suite A2	Santa Fe Springs	CA	90670	Rubina	Chaudhary	President	562-407-1094	
Infrastructure Engineering Corporation	301 Mission Avenue, Suite 202	Oceanside	CA	92054	Preston	Lewis		760-529-0795	760-529-0785
Cornerstone Engineering, Inc.	717 Pier View way	Oceanside	CA	92054-2	Mike	Boraks		760-722-3495	(760) 722-3490
Carollo Engineers	615 South Tremont Street	Oceanside	CA	92054	Dennis	Wood		760-637-2700	760-637-2701
Tetra Tech ASL, Inc.	2141 El Camino Real, Suite J	Oceanside	CA	92054	Howard/Steve	Arnold/Tedesco		760-754-0550	
Nolte	1029 Gallery Drive	Oceanside	CA	92057	Jonathan	Smith			

CONSULTANT PROPOSAL - RATING FORM

NAME OF FIRM: A) Tetra Tech; B) Cornerstone; C) Brady; D) RBF; E) Nolte; F) IEC
 PROJECT: 511 Pump Station Siting Study

DATE: 8/19/2010
 PROJECT NO.: 908742500715

ITEM	POINTS	CONSULTANT'S RATING					
		A	B	C	D	E	F
I. QUALIFICATIONS OF FIRM AND MEMBERS							
A. Specialized expertise of members	15	15	13	14	14	12	15
B. Adequacy of staff and resources.	15	15	13	14	15	14	15
II. PERFORMANCE OF WORK SIMILAR IN CHARACTER							
A. Comparable work (local area preferred).	10	10	7	6	9	8	10
B. Proposal submitted by Oceanside firm.	6	6	6	0	0	6	6
C. Proposal included an Oceanside firm as part of a consulting team.	4	0	2	0	0	0	0
D. Additional points based on abilities, qualifications, and commitment of Oceanside firm.	5	4	5	0	0	2	5
III. ABILITY TO PROVIDE SERVICES							
A. Ability to complete job on time.	10	10	10	10	9	10	10
IV. QUALITY OF PROPOSAL							
A. Satisfactorily address all objectives.	10	9	7	10	9	10	10
B. Provide additional amplifying information.	5	4	3	3	3	5	5
C. Presentation, clarity, neatness.	5	5	5	5	4	3	5
V. WORK PERFORMANCE FOR THE CITY							
A. No work in past 12 months.	10			10	10		
B. Work in past 12 months - deductions based on Contract amount.		2	8			6	2
VI. PRICE							
A. Overall cost.	10	7	7	6	7	9	7
TOTALS:	105	87	86	78	80	85	90

RANKING:

- 1 IEC
- 2 Tetra Tech
- 3 Cornerstone
- 4 Nolte
- 5 RBF
- 6 Brady

RATED BY:

Name/Title: Gary Bodman, Water/Wastewater Project Manager
 Name/Title: Jason Dafforn, Water/Wastewater Project Manager
 Name/Title: _____
 Name/Title: _____
 Date: 8/19/2010