

STAFF REPORT



ITEM NO. 9
CITY OF OCEANSIDE

DATE: March 14, 2007

TO: Honorable Mayor and City Council Members

FROM: Water Utilities Department

SUBJECT: **APPROVAL OF PLANS AND SPECIFICATIONS FOR THE LOMA ALTA CREEK ULTRA-VIOLET TREATMENT FACILITY AND APPROVAL OF A PROFESSIONAL SERVICES AGREEMENT WITH CAROLLO ENGINEERS FOR OFFICE ENGINEERING SERVICES**

SYNOPSIS

Staff and the Utilities Commission recommend that the City Council approve plans and specifications for the Loma Alta Creek Ultra-Violet Treatment Facility and authorize the Acting City Engineer to call for bids; approve a professional services agreement with Carollo Engineers of San Diego, in an amount not to exceed \$80,445 for office engineering services for the project; and authorize the City Manager to execute the agreement.

BACKGROUND

The Loma Alta Lagoon and Buccaneer Beach, located in the City of Oceanside, have a history of high bacteria levels. Since 1992, the Water Utilities Department has pumped the dry weather flows from the Loma Alta Lagoon directly into the wastewater ocean outfall. This practice allowed Buccaneer Beach to remain open and free from postings during popular summer months. Due to insufficient capacity in the outfall, an alternative to the diversion was necessary. This Ultra-Violet Facility at the Loma Alta Creek project (UV Facility) (Exhibit A) allows the flows to be discharged directly into the ocean after treatment and frees up outfall capacity for wastewater.

On January 16, 2006, Council adopted a resolution authorizing entering into an agreement with the State of California for a Proposition 40 Clean Beaches Initiative grant for the UV Facility. On May 17, 2006, Council approved a professional services agreement with Carollo Engineers for project design, plans and specifications and environmental permitting services for the UV Facility. During the design phase, cost estimates were developed for the project. It was determined that the project would cost approximately \$5,000,000. The City reapplied for this new grant amount and the State of California for a Proposition 40 Clean Beach Initiative task force voted to approve this increase in funds. The new \$5,000,000 grant replaces the original \$2,355,000 grant.

ANALYSIS

The intent of the Initiative was to fund projects that address postings and closures at California public beaches caused by bacterial contamination. To be funded, the beaches had to be on a Competitive Location List based on a history of poor bacterial water quality. Buccaneer Beach at Loma Alta Creek met this requirement. This \$5,000,000 grant will fund the design, permitting and building of a ultra-violet light treatment facility including filtration and discharge piping at the south end of the La Salina Wastewater Treatment Plant just north of Buccaneer Beach. The UV light, combined with sediment filters, will reduce the bacterial levels so that during dry weather months, the flow can be discharged directly into the ocean at the high tide line. The treatment facility will be housed in a building matching the design of the La Salina Wastewater Treatment Plant since it will be located inside the plant's perimeter. This project will be completed by October 2008, including a full year of water quality monitoring and report preparation.

Staff will continue to pursue grants to complete the original project of acquiring the parcels and creating additional lagoon area along with educational and pedestrian enhancements.

FISCAL IMPACT

Funding of this grant does not take place until the agreement between SWRCB and the City of Oceanside is executed. Staff will request the City Council to approve both the agreement and the funding at that time. Water Utilities expenditures on this project will be reimbursed by the grant.

COMMISSION OR COMMITTEE REPORT

The Utilities Commission approved staff's recommendation at its regular meeting on February 20, 2007.

CITY ATTORNEY'S ANALYSIS

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

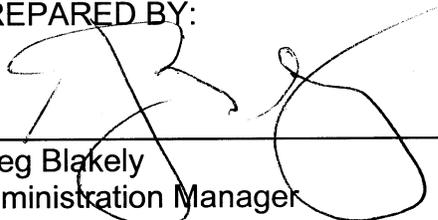
INSURANCE REQUIREMENTS

Does not apply.

RECOMMENDATION

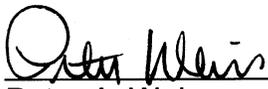
Staff and the Utilities Commission recommend that the City Council approve plans and specifications for the Loma Alta Creek Ultra-Violet Treatment Facility and authorize the Acting City Engineer to call for bids; approve a professional services agreement with Carollo Engineers of San Diego, in an amount not to exceed \$80,445 for office engineering services for the project; and authorize the City Manager to execute the agreement.

PREPARED BY:



Greg Blakely
Administration Manager

SUBMITTED BY:



Peter A. Weiss
Interim City Manager

REVIEWED BY:

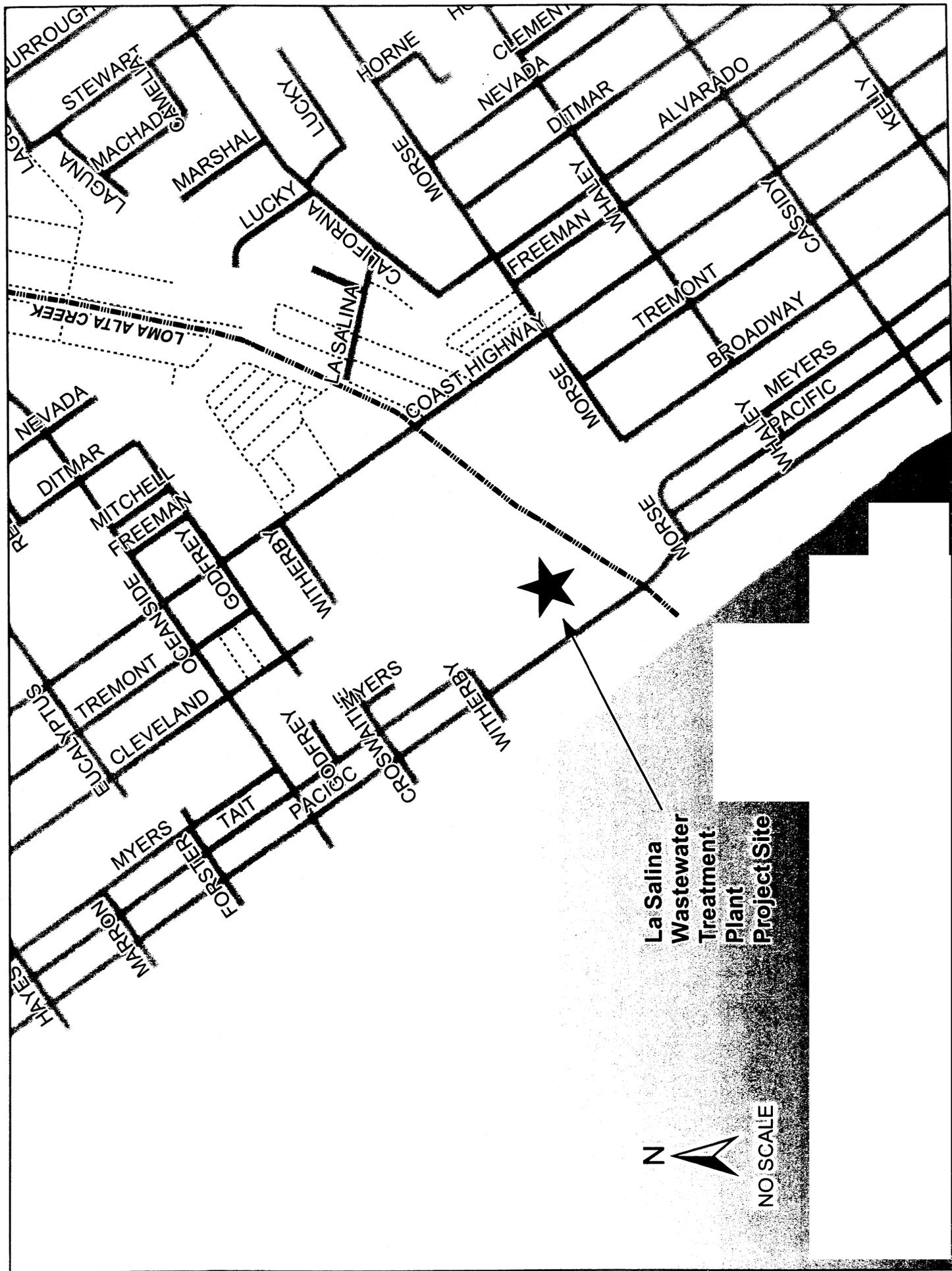
Michelle Skaggs Lawrence, Deputy City Manager



Lonnie Thibodeaux, Water Utilities Director



Exhibit A - Site Map



**Loma Alta Creek Ultraviolet Treatment Facility -
Office Engineering Services - 711-667112**

CITY OF OCEANSIDE

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into this ___ day of _____, 2007, by and between the CITY OF OCEANSIDE, a municipal corporation, hereinafter designated as "CITY", and CAROLLO ENGINEERS, 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.** The CONSULTANT will provide office engineering services during construction of the Loma Alta Creek Ultraviolet Treatment Facility. The project is more particularly described in CONSULTANT'S proposal dated January 2, 2007, and attached hereto and incorporated as Exhibit A.
- 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 Water Utilities Director 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 Water Utilities Director, under the authority of the City Manager, shall be the CITY'S authorized

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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 Greg Blakely.

- 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 Provide office and field assistance to the City during the construction periods upon request by Water Utilities Director to include the services listed below:
 - a. Provide consultation and advice to the City during construction of the project.
 - b. Review and comment on detailed construction drawings, shop and erection drawings submitted by the contractor, subcontractors and suppliers for compliance with the construction contract documents.
 - c. Review and comment on laboratory, shop and mill test reports on materials and equipment.
 - d. Review and make recommendations on all construction contract change orders and requests for clarification from the contractor.
 - e. Prepare engineering cost estimates.
 - f. Prepare design changes and clarifications to the plans and specifications.
 - g. Prepare needed reports and notices.
 - h. Provide periodic visits to the site to monitor construction.

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- i. Attend meetings with the Water Utilities Director or his designees.
- 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 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 CONSULTANT shall submit all requests for extensions of time for performance in writing to the Water Utilities Director 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 Water Utilities Director shall review all

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such requests and may grant reasonable time extensions for unforeseeable delays which are beyond CONSULTANT'S control.

2.3 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 CONSULTANT under similar conditions.

All plans shall be ink drawn on standard mylar sheets available from the CITY at no cost to CONSULTANT. 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 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 Water Utilities Director. 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 Water Utilities Director. CONSULTANT shall be solely 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 Water Utilities Director.

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

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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 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.

7.2.1 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

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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

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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 conduct, negligent acts, errors, omissions or wrongful acts of 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 tortuous 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 Water Utilities Director 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

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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 \$ 80,445.

No work shall be performed by CONSULTANT in excess of the total contract price without prior written approval of the Water Utilities Director.

CONSULTANT shall obtain approval by the Water Utilities Director 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.

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- 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 Water Utilities Director for verification of billings, within a reasonable time of the Water Utilities Director'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 Water Utilities Director, and based upon the following partial payment schedule:
- 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.

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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:

Lonnie Thibodeaux
Interim Water Utilities Director
300 North Coast Highway
Oceanside, CA 92054

TO CONSULTANT:

Dennis Wood
CAROLLO ENGINEERS, INC.
5575 Ruffin Road, Suite 200
San Diego, CA 92123

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

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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:

**Loma Alta Creek Ultraviolet Treatment Facility -
Office Engineering Services - 711-667112**

CAROLLO ENGINEERS, INC.

By: *[Signature]* / CEO
Name/Title

By: *[Signature]* / Secretary
Name/Title

86-0899222
Employer ID No.

CITY OF OCEANSIDE

By: _____
Peter A. Weiss, Interim City Manager

APPROVED AS TO FORM:

[Signature] ASST.
City Attorney

NOTARY ACKNOWLEDGMENTS OF CONSULTANT MUST BE ATTACHED.

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California)

County of Contra Costa)

On January 10, 2009 before me, Virginia K. Elliott, Notary Public
(here insert name and title of the officer)

personally appeared Gary C. Deis

personally known to me (or ~~proved to me on the basis of satisfactory evidence~~) to be the person~~(s)~~ whose name~~(s)~~ is 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.

WITNESS my hand and official seal.

Virginia K. Elliott
Signature of Notary Public



(Seal)

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

Professional Services Agreement
(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date _____

(Additional information)

CAPACITY CLAIMED BY THE SIGNER

- Individual (s)
- Corporate Officer

(Title)

- Partner(s)
- Attorney-in-Fact
- Trustee(s)
- Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he~~/she/~~they~~, is /are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
 - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California)

County of Contra Costa)

On January 11, 2007 before me, Virginia K. Elliott, Notary Public
(here insert name and title of the officer)

personally appeared B. Narayanan

personally known to me (or ~~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.

WITNESS my hand and official seal.

Virginia K. Elliott
Signature of Notary Public



(Seal)

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

Professional Services Agreement
(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date _____

(Additional information)

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(Title)

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- Signature of the notary public must match the signature on file with the office of the county clerk.
 - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document

**EXHIBIT A
SCOPE OF SERVICES
AGREEMENT FOR CONSULTING SERVICES
LOMA ALTA CREEK ULTRAVIOLET TREATMENT FACILITY
SERVICES DURING CONSTRUCTION
CITY OF OCEANSIDE
PROJECT NUMBER 712-85-8240**

BACKGROUND

The design for the Loma Alta Creek Ultraviolet Treatment Facility will be completed in January 2007. The Conditional Use Permit was approved by the Planning Commission on December 4, 2006. The project is now ready to enter the subsequent project phases.

Implementation of the Loma Alta Creek Ultraviolet Treatment Facility is based on a series of tasks associated with the following phases necessary to successfully complete this project. These phases are:

- Phase 1 - Preliminary Design/ Permitting
- Phase 2 - Final Design
- Phase 3 - Services During Construction

Phase 1 - The Preliminary Design/ Permitting, the Biological Survey, Water Quality Technical Report, Geotechnical Report, Mitigation Report, Preliminary Design, CEQA, Noise Study, PAEP and QAPP were all completed as of December 2006. Phase 2, the Final Design is slated to be completed in January 2007. This Agreement provides for Phase 3 - Services During Construction.

PURPOSE

The purpose of Exhibit A is to establish the Scope of Work, budget, and payment provisions for Phase 3.

SCOPE OF WORK

This Scope of Work identifies the tasks to complete Phase 3.

PHASE 3 -SERVICES DURING CONSTRUCTION

The intent of the Consulting Services During Construction phase of this project is to provide overview of design intent, interpretation of the plans and specifications, and support of the CITY'S construction management staff. This effort includes office consulting services and field support services. All services will be provided at the direction of CITY staff, based on available budget.

Task 1-Project Management

This task includes management activities and meetings, submittal of progress reports and overall coordination and assistance. Monthly progress meetings will be held with the CITY, at which time a written summary of project status will be presented. The monthly project status report will indicate percentages of Consulting services completed, summary of the work completed, work planned for the following month and status of the Consulting services budget.

Task 2 -Preconstruction Conference

CONSULTANT will attend a Preconstruction Conference. The purpose of the conference will be to review procedures for the processing of Contractor's Request For Information (RFIs), Change Order Requests (CORs), Change Order Proposals (COPS), overall Change Order policy, submittals, monthly progress payments, field quality control procedures, protocol for resolution of field discrepancies, inspection reports, job site safety, and other specification requirements. CITY will prepare notes and distribute them to all parties attending the meeting.

Task 3 -Design Clarifications and Request For Information (RFI)

CONSULTANT will respond to Design Clarifications and Request For Information (RFIs). CONTRACTOR will submit all requests in writing to the CITY. All responses will be submitted in writing to the CITY.

Task 4 -Technical Meetings

CONSULTANT will attend technical meetings, as requested by the CITY, to discuss and assist in resolving issues as they occur during construction. A budget for up to two (2) technical meetings will be established

Task 5 -Monthly Progress Meetings and Site Visits

The CONSULTANT will attend monthly construction progress meetings at the job site. In combination with the job-site meetings, the CONSULTANT will make site visits of the project to check the various stages of construction when required. Site visits will be to observe the progress of the executed work of the Contractor and to determine, in general, if such work is proceeding in accordance with the design intent. Where discrepancies with Contract Documents are observed, they will be noted to the CITY in writing.

Task 6 -Review Change Order Proposals

CONSULTANT shall review Change Order Proposals including:

1. Evaluate impacts of Change Orders on design intent.
2. Evaluate impacts of Change Orders on schedule and budget.
3. Provide consulting services, including calculations and sketches as required to facilitate performance of recommended Change Orders.
4. Provide independent cost estimate.

Task 7 -Review Shop Drawings

CONSULTANT will review shop drawings and other submittals as required in the Contract Documents. Review procedures will be as specified in the Contract Documents and as directed by the CITY. CONSULTANT will review shop drawings for conformance with the design documents. This review does not relieve the CONTRACTOR from specification requirements. CONTRACTOR is expected to provide complete submittals. CONSULTANT will provide two submittal reviews. Additional reviews will be considered an extra scope items. CONSULTANT will track the budget expended for submittal review beyond two submittals for reimbursement by CITY and CONTRACTOR. All submittals will be reviewed and returned within 15 calendar days, unless additional time is specifically requested. Some special submittals may require additional time.

Task 8-Substantial Completion Review (Punch List)

The CONSULTANT will participate in the development of a punch list. The punch list will identify deficient work.

Task 9 - Final Inspection

CONSULTANT will assist in the Final Inspection of facilities as completed and note deficiencies. Final inspections will be provided upon substantial completion of areas of the work. A budget for up to one (1) final inspection days will be established.