

STAFF REPORT



ITEM NO. 10

CITY OF OCEANSIDE

DATE: April 9, 2008

TO: Honorable Mayor and City Councilmembers

FROM: Water Utilities Department

SUBJECT: **APPROVAL OF A PROFESSIONAL SERVICES AGREEMENT FOR THE PRELIMINARY DESIGN REPORT AND FINAL PLANS AND SPECIFICATIONS FOR THE SAN LUIS REY RECLAMATION PLANT PROJECT**

SYNOPSIS

Staff and the Utilities Commission recommend that the City Council approve a professional services agreement in the amount of \$672,631 with Carollo Engineers of Oceanside for the preliminary design report and preparation of final plans and specifications for the San Luis Rey Reclamation Treatment Plant project and authorize the City Manager to execute the agreement.

BACKGROUND

The City of Oceanside currently operates a small tertiary treatment reclamation facility located on the San Luis Rey Wastewater Treatment Plant site (Exhibit A) that delivers tertiary treated water to the Oceanside Municipal Golf Course and to Whelan Lake. This pilot plant currently has a permitted capacity of 0.7 MGD. The City also receives approximately 0.65 MGD of reclaimed water from Fallbrook Public Utility District (FPUD) for irrigation areas in the Morro Hills area.

ANALYSIS

The City has identified several potential uses for reclaimed water as described in the Draft City of Oceanside Reclamation Master Plan. The uses include the Oceanside Municipal Golf Course, Whelan Lake and San Luis Rey Wastewater Treatment Plant. The new tertiary treatment reclamation plant is to be sited at the San Luis Rey Wastewater Treatment Plant site and will have an initial capacity of 1.5 MGD but be expandable up to 7.5 MGD in future phases.

On January 2, 2008, a request for proposals was sent to twelve design consulting firms (Exhibit B) including those in Oceanside. Two proposals were received and one letter declining to participate. Evaluation of the submitted proposals found Carollo Engineers to be the best qualified for this project.

FISCAL IMPACT

In Fiscal Year 2007-08, the San Luis Rey Wastewater Treatment Plant Water Reclamation (712.858241.5701) currently has a carry forward of \$1,477,117, so funds are available for this project.

INSURANCE REQUIREMENTS

The City's standard insurance requirements will be met.

COMMISSION OR COMMITTEE REPORT

The Utilities Commission reviewed this project at its regularly scheduled meeting on March 18, 2008 and recommended approval.

CITY ATTORNEY'S ANALYSIS

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

RECOMMENDATIONS

Staff and the Utilities Commission recommend that the City Council approve a professional services agreement in the amount of \$672,631 with Carollo Engineers of Oceanside for the preliminary design report and preparation of final plans and specifications for the San Luis Rey Reclamation Treatment Plant project and authorize the City Manager to execute the agreement.

PREPARED BY:



Greg Blakely
Administrative Manager

SUBMITTED BY:



Peter A. Weiss
City Manager

REVIEWED BY:

Michelle Skaggs Lawrence, Deputy City Manager



Lonnie Thibodeaux, Water Utilities Director





Teri Ferro, Financial Services Director



Exhibit A: Site Map

Exhibit B: RFP Mailing List

SAN LUIS REY RECLAMATION TREATMENT PLANT - 712.858241
RFP Mailing List

Company	Address	City	State	Zip	First Name	Last Name
Brown and Caldwell	9665 Chesapeake Drive, Suite 201	San Diego	CA	92123	Nancy E.	Gardiner
Montgomery Watson	9444 Farnham, Suite 300	San Diego	CA	92123	Jeff	Thornbury
RBF Consulting	9755 Clairemont Mesa Blvd., Suite 100	San Diego	CA	92124	John	Harris
Harris & Associates	750 B Street, Suite 1800	San Diego	CA	92101	Byron	Tobey, Jr.
Pountney Consulting Group, Inc.	4455 Murphy Canyon Road, Suite 200	San Diego	CA	92123	Peter/Karen	Pountney/Santoro
Infrastructure Engineering Corporation	717 Pier View Way	Oceanside	CA	92054	Preston	Lewis
Cornerstone Engineering, Inc.	620 Mission Avenue	Oceanside	CA	92054	Mike	Boraks
PBS&J	2303 Nicklaus Drive	Oceanside	CA	92056	Skip	Griffin
Water 3 Engineering, Inc.	1843 Campesino Pl	Oceanside	CA	92054	Don	Bunts
Carollo Engineers	4167 Avenida De La Plata, Suite 114	Oceanside	CA	92056	Bob	Vilker
Tetra Tech ASL, Inc.	2141 El Camino Real, Suite J	Oceanside	CA	92054	Howard/Steve	Arnold/Tedesco
Boyle	4167 Avenida de La Plata, Suite 114	Oceanside	CA	92056	Jeff/Anders	Marchioro/Egense

**San Luis Rey Water Reclamation Treatment Plant - Preliminary Design Report and
Final Plans and Specifications - 715.858880**

CITY OF OCEANSIDE

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into this ___ day of _____, 2008, by and between the CITY OF OCEANSIDE, a municipal corporation, hereinafter designated as "CITY", and CAROLLO ENGINEERS, 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 desires to perform professional engineering services for the design of the San Luis Rey Water Reclamation Facility per CONSULTANT's proposal dated January 29, 2008 attached hereto and incorporated herein as Exhibit A. The work 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 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 representative in the interpretation and enforcement of all work performed in

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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 Design, prepare and submit to the Water Utilities Director, 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.
- 1.1.5 Prepare and submit to the Water Utilities Director, concurrently with the design plans, the following:
 - a. A written estimate of probable construction costs.
 - b. A written list of submittals, which the construction contractor will be required to provide during the construction phase of the project.
- 1.1.6 Upon completion of construction, prepare, approve and sign a set of As-Built record drawings.
- 1.1.7 Provide all necessary surveying and geotechnical engineering services required by design.
- 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.

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- 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 all necessary surveying and testing required for design, including geotechnical engineering services if required during construction.
- 1.2.8 Provide overall project management.
- 1.2.9 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 Preliminary Design Report to the Water Utilities Director within 60 calendar days of the execution of this Agreement. No work shall be performed by CONSULTANT beyond the Phase I stage until the Water Utilities Director 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 30% design plans to the Water Utilities Director within 30 calendar days of the Water Utilities Director's written authorization to perform Phase II. No work shall be performed by CONSULTANT beyond the Phase II stage until the Water Utilities Director has given authorization to perform Phase III.
- 2.4 Phase III. CONSULTANT shall prepare and deliver a copy of the 60% design plans to the Water Utilities Director with 30 calendar days of the Water Utilities

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- Director's written authorization to perform Phase III. No work shall be performed by CONSULTANT beyond the Phase III stage until the Water Utilities Director has given authorization to perform Phase IV.
- 2.5 Phase IV. CONSULTANT shall prepare and deliver a copy of the 90% design plans to the Water Utilities Director with 30 calendar days of the Water Utilities Director's written authorization to perform Phase IV. No work shall be performed by CONSULTANT beyond the Phase IV stage until the Water Utilities Director has given authorization to perform Phase V.
- 2.6 Phase V. CONSULTANT shall prepare and deliver a copy of the 100% design plans to the Water Utilities Director with 30 calendar days of the Water Utilities Director's written authorization to perform Phase V. No work shall be performed by CONSULTANT beyond the Phase V stage until the Water Utilities Director has given authorization to perform Phase VI.
- 2.7 Phase VI. CONSULTANT shall prepare and deliver the final design plans to the Water Utilities Director within 30 calendar days of the Water Utilities Director's written authorization to perform Phase VI.
- 2.8 Phase VII. CONSULTANT shall prepare and deliver the final As-Built plans for record drawings to the Water Utilities Director within 30 calendar days of the Water Utilities Director's written request.
- 2.9 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 such requests and may grant reasonable time extensions for unforeseeable delays which are beyond CONSULTANT'S control.
- 2.10 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.

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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 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.

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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 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.

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- 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 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

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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 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

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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 \$672,631.

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.
 - 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:
 - 13.4.1 Prior to submittal of the Preliminary Design Report, partial payments shall not exceed \$201,769.
 - 13.4.2 Prior to submittal of the 30% design plans, partial payments shall not exceed \$343,041.
 - 13.4.3 Prior to submittal of the 60% design plans, partial payments shall not exceed \$437,210.
 - 13.4.4 Prior to submittal of the 90% design plans, partial payments shall not exceed \$578,462.

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13.4.5 Prior to submittal of the 100% preliminary design plans, partial payments shall not exceed \$625,546.

13.4.6 Prior to CITY approval of the plans and specifications, partial payments shall not exceed \$649,088.

13.4.7 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.

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.

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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
Water Utilities Director
300 North Coast Highway
Oceanside, CA 92054

TO CONSULTANT:

Robert P. Vilker
CAROLLO ENGINEERS
4167 Avenida De La Plata, Suite 114
Oceanside, CA 92056-6029

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.

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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:

San Luis Rey Water Reclamation Treatment Plant - Preliminary Design Report and Final Plans and Specifications - 715.858880

CAROLLO ENGINEERS

CITY OF OCEANSIDE

By: *Stephen Polio / CEO*
Name/Title

By: _____
Peter A. Weiss, City Manager

By: *Vanessa / Secretary*
Name/Title

APPROVED AS TO FORM:

Andrew Samuelson, ASST.
City Attorney

86-0899222
Employer ID No.

NOTARY ACKNOWLEDGMENTS OF CONSULTANT MUST BE ATTACHED.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Contra Costa }

On March 5, 2008 before me, Virginia K. Elliott, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Gary C. Deis
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 Virginia K. Elliott
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: City of Oceanide - Professional Services Agreement

Document Date: _____ Number of Pages: _____

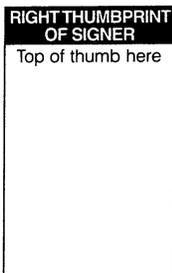
Signer(s) Other Than Named Above: _____

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: _____

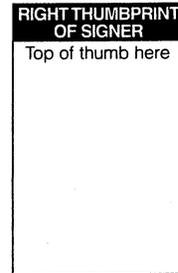
Signer Is Representing: _____



Signer's Name: _____

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

Signer Is Representing: _____



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Contra Costa }

On March 6, 2008 before me, Virginia K. Elliott, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared B Narayanan
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 Virginia K. Elliott
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: City of Oceanide Professional Services Agreement

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

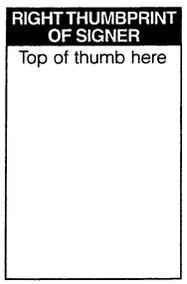
- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



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: _____

EXHIBIT A

SCOPE OF WORK

CITY OF OCEANSIDE SAN LUIS REY RECLAMATION TREATMENT PLANT (715-858880)

January 29, 2008

The Recycled Water Master Plan recommended that the City implement a phased, recycled water program. Phase 1 includes construction of a new 1.5 million gallon per day (mgd) water reclamation plant. It will be located at the San Luis Rey Water Reclamation Facility (SLRWRF). The Reclamation Treatment Plant (RTP) will replace an older, 0.5 mgd plant that is too small for current recycled water demands. Once completed, the new RTP will reduce the dependence on imported water. The RTP will allow future expansion up to 7.5 mgd.

This project provides for completion of the final studies needed to select the treatment processes. It also includes final design of the recommended facilities.

The following outlines the tasks that the CONSULTANT shall perform in performing this work.

1. PRELIMINARY DESIGN REPORT

The CONSULTANT shall prepare a Preliminary Design Report (PDR). The PDR shall cover all of the areas of work described below as sub-tasks.

In preparing the PDR, the CONSULTANT shall obtain all necessary documents and drawings from the City and/or other agencies as required regarding existing facilities and utilities. The CONSULTANT shall inspect the site for constructability of the proposed improvements.

1.1. Task 1 -- Identify Recycled Water Quality Criteria

The CONSULTANT shall evaluate and recommend recycled water quality criteria. The criteria shall take into account the Basin Plan requirements, user requirements, possibly the proposed State policy limiting recycled water total dissolved solids (TDS).

Water quality data to be reviewed will include: electrical conductivity, TDS, sodium absorption ratio, sodium, chloride, boron, bicarbonate, pH, ammonia, nitrate, and total nitrogen. If additional data is needed, the City will take the samples and conduct the laboratory analysis.

1.2. Task 2 Reclamation Treatment Alternatives and Optimization

The CONSULTANT shall update the evaluation of the filtration and disinfection options contained in the Recycled Water Master Plan. The evaluation shall include capital costs, operation and maintenance (O&M) costs, reliability, ease of operation, and expandability.

1.2.1. Tertiary Filtration/Demineralization

The CONSULTANT shall evaluate filtration/demineralization options to meet the current and potential water quality criteria established in Task 1. The filtration processes shall be evaluated with respect to required quality for downstream demineralization. The analysis shall consider media filters, cloth filters, and membranes for the filtration step. Reverse osmosis shall be considered for the demineralization step.

The evaluation will consider future expansion up to 7.5 mgd.

1.2.2. Chemical Coagulation

The CONSULTANT shall identify potential coagulants needed to meet Title 22, including polymer systems. The types and range of required dosages shall be determined. Metering pumps and polymer blenders will be identified.

1.2.3. Disinfection

The CONSULTANT shall compare sodium hypochlorite/chlorine contact basins versus ultraviolet (UV) disinfection. The analysis shall consider the upstream filtration process and the resulting quality. This impacts the UV sizing.

The UV sizing shall take into account the actual ultraviolet transmissivity (UVT) of the secondary effluent and filtered effluent if the existing reclaimed water system is in operation. The CONSULTANT shall provide the UVT test apparatus and test protocol. The City shall take the samples, perform the UVT analysis, and maintain the UVT results.

1.2.4. Recommended Processes

The CONSULTANT shall recommend an overall treatment process that considers demineralization and the evaluation criteria described above. This considers cost, future expansion, etc.

1.3. Task 3 Storage and Effluent Pumping

The CONSULTANT shall update the storage and pumping analysis contained in the Recycled Water Master Plan. The update shall consider any changes in flows to the various users.

1.4. Task 4 Hydraulic Profile

The CONSULTANT shall calculate the hydraulic profile for the recommended treatment process. The range of flows shall consider up to 7.5 mgd. The hydraulic profile shall consider recycled water pumping to the various uses including in-plant, Whelan Lake, the golf course, and other future users.

1.5. Task 5 Preliminary Site Layout and Yard Piping

The CONSULTANT shall prepare preliminary site layout drawings showing the location of the Phase I facilities and facilities needed to produce up to 7.5 mgd. The layouts shall include future demineralization, if constructed.

The CONSULTANT shall prepare preliminary yard piping drawings showing the size and location of interconnecting piping.

1.6. Task 6 Preliminary Equipment List and Major Equipment Loads

The CONSULTANT shall prepare a preliminary equipment list and associated electrical loads. The loads shall be shown on a preliminary single line diagram. The single line diagram(s) shall include the point(s) of connection to the existing electrical system.

The CONSULTANT shall determine the impact of the RTP on the existing electrical distribution system. Needed improvements shall be identified.

1.7. Task 7 Process Flow Diagrams and SCADA Overview

The CONSULTANT shall develop process flow diagrams for the recommended RTP. Draft process control strategies shall be developed. The integration of the new facilities into the existing SCADA system shall be developed with respect to location of PLCs, connection to the data highway, and integration into the existing servers and HMI system.

1.8. Task 8 Preliminary Cost Estimate and Construction Schedule

The CONSULTANT shall prepare a preliminary construction cost estimate based on the selected RTP processes. The cost spreadsheets shall be developed to allow input of material take-off information known at the preliminary design level. The construction schedule will be developed when final design starts.

1.9. Task 9 Preliminary Construction Phasing

The CONSULTANT shall prepare a preliminary construction-phasing plan to show how the RTP can be constructed to minimize impacts on the SLRWRF. The phasing shall also consider expansion up to 7.5 mgd.

1.10. Task 10 Planning Department Interface

The CONSULTANT shall prepare the Conditional Use Permit Application and supporting documentation. The CONSULTANT shall meet once with Planning Department Staff and attend/participate at the Planning Commission hearing.

1.11. Task 11 Identification of Required Permits/Agreements to Complete Project

The CONSULTANT shall identify needed permits and agreements to implement the project.

1.12. Task 12 Preliminary Design Report

The CONSULTANT shall prepare the Preliminary Design Report summarizing the results of the above tasks. This shall include the recommended processes, design criteria, hydraulic analysis, plant layout, major equipment details, cost estimates, and process flow diagrams. The CONSULTANT shall submit a draft report, incorporate City comments, and publish the final report (10 copies).

2. FINAL DESIGN

The CONSULTANT shall prepare the final design for the following items as part of the Agreement: 1) filtration including coagulation, 2) disinfection, 3) recycled water pump station and 4) associated civil, electrical, and SCADA facilities. The basis for the final design shall include the following:

- The filtration is based on the implementation of Dynasand.
- Disinfection is based on a chlorine contact basin and sodium hypochlorite.
- Demineralization

The following describes the tasks that the CONSULTANT shall perform as part of the final design.

2.1. Task 1 Site Geotechnical and Survey

The CONSULTANT shall prepare a geotechnical report to support the design of the RTP. The CONSULTANT shall perform a site survey to verify existing ground elevations.

2.2. Task 2 Technical Specifications

The CONSULTANT shall prepare technical specifications. The CONSULTANT shall use the City's standard bidding, agreement, and general conditions.

2.3. Task 3 Plans

The CONSULTANT shall prepare plans using the latest version of AUTOCAD. The plans shall include civil, mechanical, structural, and electrical disciplines. The plans shall be printed on the City's standard format on mylar.

2.4. Task 4 Engineer's Estimate

The CONSULTANT shall prepare an opinion of estimated construction costs at the 50 percent, the 90 percent, and 100 percent design levels.

2.5. Task 5 Progress Meetings

The CONSULTANT shall attend and conduct monthly progress meetings. The CONSULTANT shall prepare and submit meeting notes.

2.6. Task 6 Record Drawings

The CONSULTANT shall prepare record drawings for the completed construction based on markups made by the contractor and reviewed by the construction manager.

2.7. Task 7 Coordination with Regional Water Quality Control Board

The CONSULTANT shall prepare the Engineer's Report and Title 22 Certification Report and submit the Regional Water Quality Control Board.

2.8. Project Management

The CONSULTANT shall provide project management services including preparation of monthly reports.

3. DELIVERABLES

- Conference Memoranda--one copy to each attendee.
- Draft PDR 5 each
- Final PDR 10 each
- 50, 75, 90, and 100 percent design progress submittals 5 each
- Final contract documents--signed mylars and camera ready specifications
- Record drawings -- one set mylars

WORK ELEMENT	Wilker	Wood	Jorgensen	Lead Engineers	Staff Engineers	CAD	Word Processing	Other Direct Costs	Carollo Total	Ninoy and Moore	4 Design	Right of Way Engineering	Task Total
PRELIMINARY DESIGN REPORT													
1.1 Recycled Water Quality Criteria	1	2	4	16	16	0	0	\$351	\$ 7,329	\$ -	\$ -	\$ -	\$ 7,329
1.2 Treatment Alternatives and Optimization													
1.2.1 Tertiary Filtration/Dechlorination	1	2	8	24	40	0	0	\$675	\$ 13,725	\$ -	\$ -	\$ -	\$ 13,725
1.2.1.1 Chemical Coagulation	0	1	2	8	16	0	0	\$243	\$ 4,877	\$ -	\$ -	\$ -	\$ 4,877
1.2.3 Disinfection	1	2	4	24	40	0	0	\$639	\$ 12,881	\$ -	\$ -	\$ -	\$ 12,881
1.2.4 Recommended Processes	1	2	4	16	24	16	0	\$567	\$ 10,961	\$ -	\$ -	\$ -	\$ 10,961
1.3 Storage and Pumping	1	2	4	4	24	0	0	\$315	\$ 6,305	\$ -	\$ -	\$ -	\$ 6,305
1.4 Hydraulic Profile	0	2	2	8	16	8	0	\$324	\$ 6,260	\$ -	\$ -	\$ -	\$ 6,260
1.5 Preliminary Site Layout and Yard Piping	1	2	8	8	16	64	0	\$891	\$ 15,821	\$ -	\$ -	\$ -	\$ 15,821
1.6 Preliminary Equipment List	0	1	2	8	16	0	0	\$243	\$ 4,877	\$ -	\$ -	\$ -	\$ 4,877
1.7 Process Flow Diagrams and SCADA Overview	0	1	8	16	40	8	0	\$657	\$ 12,847	\$ -	\$ -	\$ -	\$ 12,847
1.8 Preliminary Cost Estimate and Schedule	1	1	8	8	24	0	0	\$378	\$ 7,702	\$ -	\$ -	\$ -	\$ 7,702
1.9 Preliminary Construction Phasing	0	1	2	4	18	0	0	\$225	\$ 4,425	\$ -	\$ -	\$ -	\$ 4,425
1.10 Planning Department Interface	0	2	24	24	4	0	6	\$540	\$ 11,458	\$ -	\$ 5,000	\$ -	\$ 16,458
1.11 Permits and Agreements	0	2	1	4	0	0	0	\$63	\$ 1,457	\$ -	\$ -	\$ -	\$ 1,457
1.12 Preliminary Design Report	4	8	16	8	40	8	49	\$1,197	\$ 20,114	\$ -	\$ -	\$ -	\$ 20,114
FINAL DESIGN													
2.1 Site Geotechnical and Survey	1	1	8	8	8	0	0	\$234	\$ 5,045	\$ 28,700	\$ -	\$ 4,260	\$ 38,006
2.2 Technical Specifications	4	16	40	80	120	0	40	\$2,700	\$ 52,420	\$ -	\$ -	\$ -	\$ 52,420
2.3 Plans	8	40	80	320	800	880	8	\$19,224	\$ 350,960	\$ -	\$ 15,000	\$ -	\$ 365,960
2.4 Engineer's Estimate	1	1	4	20	20	8	1	\$495	\$ 9,792	\$ -	\$ -	\$ -	\$ 9,792
2.5 Progress Meetings	8	16	40	40	8	0	4	\$1,044	\$ 23,528	\$ -	\$ -	\$ -	\$ 23,528
2.6 Record Drawings	0	6	18	22	6	2	1	\$495	\$ 10,874	\$ -	\$ -	\$ -	\$ 10,874
2.7 Coordination with RWQCB	0	4	6	28	12	28	2	\$720	\$ 13,890	\$ -	\$ -	\$ -	\$ 13,890
2.8 Project Management	8	8	40	0	0	0	2	\$522	\$ 12,324	\$ -	\$ -	\$ -	\$ 12,324
STAFF TOTAL	41	123	333	698	1308	1022	113						
RATE	\$ 222	\$ 222	\$ 202	\$ 187	\$ 157	\$ 135	\$ 85						
COST TOTAL	\$ 9,102	\$ 27,306	\$ 67,266	\$ 130,526	\$ 205,356	\$ 137,970	\$ 9,605	\$	\$ 619,873	\$ 28,700	\$ 20,000	\$ 4,260	\$ 672,631

ID	Task Name	2nd Quarter			3rd Quarter			4th Quarter			1st Quarter			2nd Quarter			3rd Quarter			4th Quarter		
		Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov
1	NOTICE TO PROCEED																					
2	PRELIMINARY DESIGN REPORT																					
3	1.1 Recycled Water Quality Criteria																					
4	1.2 Treatment Alternatives and Optimization																					
5	1.2.1 Tertiary Filtration/Demineralization																					
6	1.2.1 Chemical Coagulation																					
7	1.2.3 Disinfection																					
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18	1.12 Preliminary Design Report																					
19	FINAL DESIGN																					
20	2.1 Site Geotechnical and Survey																					
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22	2.3 Plans																					
23	2.4 Engineer's Estimate																					
24	2.7 Coordination with RWQCB																					

Project: San Luis Rey Reclamation Tr.
Date: Fri 3/7/08

Task: [Solid Bar] Milestone: [Diamond] External Tasks: [Hatched Bar]

Split: [Dotted Bar] Summary: [Arrow] External Milestone: [Diamond]

Progress: [Solid Bar] Project Summary: [Arrow] Deadline: [Arrow]

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