

STAFF REPORT



ITEM NO. **16**
CITY OF OCEANSIDE

DATE: May 17, 2006

TO: Honorable Mayor and City Councilmembers

FROM: Water Utilities Department

SUBJECT: **APPROVAL OF A PROFESSIONAL SERVICES AGREEMENT WITH CAROLLO ENGINEERS FOR PROJECT DESIGN, PLANS AND SPECIFICATIONS, AND ENVIRONMENTAL AND PERMITTING SERVICES FOR THE LAGOON ENHANCEMENT AND ULTRA-VIOLET FACILITY PROJECT AT THE LOMA ALTA LAGOON**

SYNOPSIS

Staff and the Utilities Commission recommend that the City Council approve a professional services agreement with Carollo Engineers of San Diego in an amount not to exceed \$451,485 for project design, plans and specifications, and environmental and permitting services for the Loma Alta Lagoon Enhancement and Ultra-Violet Facility project (Exhibit A); and authorize the City Manager to execute the agreement.

BACKGROUND

On December 13, 2005, Water Utilities staff was notified that the City had been awarded a grant in the amount of \$2,355,000 from the Proposition 40 Clean Beach Grant Program administered by the State of California Water Resources Control Board (SWRCB). The City Council authorized the adoption of a resolution to enter into an agreement with the SWRCB on January 18, 2006. Before the City can receive the grant funds, either an Environmental Impact Report or a Mitigated Negative Declaration must be approved by the SWRCB and the City.

ANALYSIS

Staff solicited proposals to design the project, prepare the environmental documents and obtain all permits. Request for proposals were sent to eleven water and wastewater consultants, including those in Oceanside (Exhibit B). Proposals were received from two consultants, Carollo Engineers and PBS&J. The proposals were evaluated independently by three staff members and the decision was unanimous that Carollo Engineers was the best qualified firm for this project.

2011117

FISCAL IMPACT

In Fiscal Year 2005-2006, \$1,048,121 was appropriated for Miscellaneous Waterline Projects. The engineer's estimate for design, plans and specifications, and environmental and permitting services for the project is \$451,485, so adequate funds are available for the project. The Water Utilities Department will be reimbursed for its expenditures by the Proposition 40 Clean Beach Initiative grant.

COMMISSION OR COMMITTEE REPORT

The Utilities Commission approved staff's recommendation at its April 18, 2006 meeting.

CITY ATTORNEY'S ANALYSIS

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

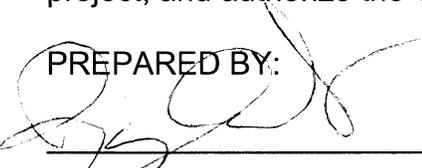
INSURANCE REQUIREMENTS

The City's standard insurance requirements will be met.

RECOMMENDATION

Staff and the Utilities Commission recommend that the City Council approve a professional services agreement with Carollo Engineers of San Diego in an amount not to exceed \$451,485 for project design, plans and specifications, and environmental and permitting services for the Loma Alta Lagoon Enhancement and Ultra-Violet Facility project; and authorize the City Manager to execute the agreement.

PREPARED BY:



for Greg Blakely
Administration Manager

SUBMITTED BY:



Steven R. Jepsen
City Manager

REVIEWED BY:

Michelle Skaggs Lawrence, Assistant to the City Manager

Barry E. Martin, Water Utilities Director

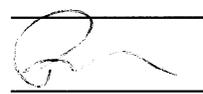


Exhibit A – Professional Services Agreement
Exhibit B – Consultant List

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CITY OF OCEANSIDE

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into this ___ day of _____, 2006, 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.** CONSULTANT will provide project design, plans and specifications, environmental and permitting services as described in CONSULTANT'S proposal dated March 23, 2006, and attached hereto 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:

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- 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 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 Provide all survey necessary to prepare the plans and specifications.
- 1.1.7 Provide all geotechnical work necessary to prepare the plans and specifications.
- 1.1.8 Upon completion of construction, prepare, approve and sign a set of As-Built record drawings.

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- 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 Phase I. CONSULTANT shall prepare and deliver a copy of the preliminary design plans and permitting to the Water Utilities Director within 180 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 plans and permits.

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- 2.3 Phase II. CONSULTANT shall prepare and deliver a copy of the 75% design plans to the Water Utilities Director within 90 calendar days of the execution of this Agreement. 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 90% design plans to the Water Utilities Director within 110 calendar days of the Water Utilities Director's written authorization to perform Phase III.
- 2.5 Phase IV. CONSULTANT shall prepare and deliver a copy of the 100% design plans to the Water Utilities Director within 120 calendar days of the Water Utilities Director's written authorization to perform Phase IV.
- 2.6 Phase V. 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.
- 2.7 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.
- 2.8 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

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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 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 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.

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*

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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.

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- 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 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

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expense to CITY greater than would have resulted if there were no such negligence, errors or omissions in the plans or contract specifications, CONSULTANT shall reimburse CITY for the additional expenses incurred by the CITY, including engineering, construction and/or restoration expense. Nothing herein is intended to limit CITY'S rights under Sections 7, 8 or 9.

- 11.0 **NO CONFLICT OF INTEREST.** The CONSULTANT shall not be financially interested in any other CITY contract for this project. For the limited purposes of interpreting this section, the CONSULTANT shall be deemed a "City officer or employee", and this Section shall be interpreted in accordance with Government Code section 1090. In the event that the CONSULTANT becomes financially interested in any other CITY contract for this project, that other contract shall be void. The CONSULTANT shall indemnify and hold harmless the CITY, under Section 9 above, for any claims for damages resulting from the CONSULTANT'S violation of this Section.
- 12.0 **OWNERSHIP OF DOCUMENTS.** All plans and specifications, including details, computations and other documents, prepared or provided by the CONSULTANT under this Agreement shall be the property of the CITY. The CITY agrees to hold the CONSULTANT free and harmless from any claim arising from any use, other than the purpose intended, of the plans and specifications and all preliminary sketches, schematics, preliminary plans, architectural perspective renderings, working drawings, including details, computation and other documents, prepared or provided by the CONSULTANT. CONSULTANT may retain a copy of all material produced under this Agreement for the purpose of documenting their participation in this project.
- 13.0 **COMPENSATION.**
- 13.1 For work performed by CONSULTANT in accordance with this Agreement, CITY shall pay CONSULTANT in accordance with the schedule of billing rates set forth in Exhibit "A", attached hereto and incorporated herein by reference. No rate changes shall be made during the term of this Agreement without prior written approval of the Water Utilities Director. CONSULTANT'S compensation for all work performed in accordance with this Agreement shall not exceed the total contract price of \$ \$451,485.

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.

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- 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 plans and permitting, partial payments shall not exceed \$202,080.
 - 13.4.2 Prior to submittal of the 75% design plans and permitting, partial payments shall not exceed \$338,614.
 - 13.4.3 Prior to submittal of the 90% design plans and permitting, partial payments shall not exceed \$406,337.
 - 13.4.4 Prior to CITY approval of the plans and specifications, partial payments shall not exceed \$446,763.
 - 13.4.5 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.

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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.

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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:

Barry E. Martin
Water Utilities Director
300 North Coast Highway
Oceanside, CA 92054

TO CONSULTANT:

Carollo Engineers
5575 Ruffin Road, Suite 200
San Diego, CA 92123

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.

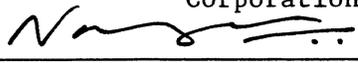
IN WITNESS WHEREOF the parties hereto for themselves, their heirs, executors, administrators, successors and assigns do hereby agree to the full performance of the covenants herein contained and have caused this Professional Services Agreement to be executed by setting hereunto their signatures:

CAROLLO ENGINEERS

CITY OF OCEANSIDE

By: 
Name/Title Gary C. Deis/CEO
Corporation

By: _____
Steven R. Jepsen, City Manager

By: 
Name/Title B. Narayanan/Secretary
Corporation
86-0899222
Employer ID No.

APPROVED AS TO FORM:

 ASSISTANT
City Attorney

NOTARY ACKNOWLEDGMENTS OF CONSULTANT MUST BE ATTACHED.

CALIFORNIA JURAT WITH AFFIANT STATEMENT

State of California

County of CONTRA COSTA

} ss. _____

- See Attached Document (Notary to cross out lines 1-6 below)
- See Statement Below (Lines 1-5 to be completed only by document signer[s], *not* Notary)

1 _____

2 _____

3 _____

4 _____

5 _____

6 _____

Signature of Document Signer No. 1 _____ Signature of Document Signer No. 2 (if any) _____

Subscribed and sworn to (or affirmed) before me on this

7th day of APRIL, 2006, by
Date Month Year

(1) GARY C. DEIS
Name of Signer

- Personally known to me
- Proved to me on the basis of satisfactory evidence to be the person who appeared before me (.) (,)
(and

(2) B. NARAYANAN
Name of Signer

- Personally known to me
- Proved to me on the basis of satisfactory evidence to be the person who appeared before me.)



Susan Lynn Welsh
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.

Further Description of Any Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

RIGHT THUMBPRINT OF SIGNER #1

Top of thumb here

RIGHT THUMBPRINT OF SIGNER #2

Top of thumb here

EXHIBIT A

SCOPE OF WORK

**CITY OF OCEANSIDE
LOMA ALTA CREEK
PROJECT DESIGN, ENVIRONMENTAL, AND PERMITTING SERVICES
(712-85-8240)**

March 23, 2006

INTRODUCTION

During the summer months of the year, the outlet to Loma Alta Creek is closed by the City to eliminate the discharge to Buccaneer Beach and the Pacific Ocean. This is done to prevent contamination of the beach and possible beach posting and closure. The creek water is pumped into the City's Ocean Outfall. The outfall is hydraulically limited.

This project would implement treatment of the stream water by filtration and ultraviolet irradiation disinfection. The treated water will be returned downstream of the Pacific Avenue Bridge onto the beach. The project will not only protect the beach water quality, but eliminate the added flow into the Ocean Outfall. The project will be funded in part by a Proposition 40 grant from the Clean Beach Initiative. The grant requires that the project be operational prior to the end of calendar year 2007. This aggressive schedule will require a fast-track implementation schedule and significant commitment by both the City and the CONSULTANT.

The project is based on the following design elements:

- Minor streambed modifications needed to improve the inlet conditions to the screening facility.
- A new screening and inlet pump structure.
- Pressure filtration with chemical storage and pumps.
- Ultraviolet (UV) irradiation disinfection.
- A discharge pipeline across Pacific Avenue to a beach discharge.
- A building to house the electrical controls and UV reactors.
- A screen wall at the south end of the plant.
- A clear well and backwash pumps for the filters.
- A connection to the sewer or other point for filter backwash disposal.
- Electrical service.
- Connection to the La Salina Wastewater Treatment Plant Supervisory Control and Data Acquisition system.

The project design flow is 1,000 gallons per minute.

The following outlines the tasks that the CONSULTANT shall perform in performing this work. The work includes design, environmental, and permitting services. The design has been further broken down into preliminary design and final design.

1. PROJECT MANAGEMENT

The CONSULTANT shall provide project management during the project. The tasks include the following items:

1. Prepare and maintain a Project Assessment and Effectiveness Plan (PAEP) in accordance with State Water Resources Control Board requirements. Submit the Board for approval.
2. Conduct monthly progress meetings.
3. Provide monthly progress reports outlining work, schedule, and budget status.

2. PERMITTING SERVICES

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.

2.1. Biological Survey

A biological survey must be prepared to support the permit and CEQA process. The survey includes the following subtasks.

1. Conduct a search of the records of the California Natural Diversity Data Base (California Department of Fish and Game [CDFG]) to determine what sensitive species have been reported from the vicinity of the project. Review other pertinent environmental documents.
2. Conduct a biological resources survey of the entire survey area. Surveys will include: a search for sensitive plant species apparent at the time of the survey (federally or state listed, candidates for listing, or considered rare and endangered by the California Native Plant Society); a search for sensitive animal species apparent at the time of the survey ; and vegetation mapping on 1"=200' scale aerial photograph.
3. Prepare a vegetation map of the subject property on a 1"=200' scale topographic map showing natural plant communities and the observed locations of rare and endangered species. The base map will be provided by the client.
4. Record any inventoried biological resources located during the survey and comply with the reporting requirements of the Natural Diversity Data Base.
5. Prepare a biological technical report according to jurisdictional guidelines in effect at the time this contract is executed, which describes biological resources occurring on the property; assesses the impact of the grading on the biological resources; and discusses mitigation measures, if necessary.

6. Submit the report to the client.
7. Provide one set of revisions to the biological technical report based on comments from the client.

Additional studies may be required by the jurisdiction or resources agencies, such as directed searches for particular sensitive species. These and any other special studies would only be conducted with additional authorization from the client.

2.2. Wetland Delineation

The Loma Alta Creek between the railroad tracks and Pacific Avenue has been developed as a Department of Fish and Game mitigation area (Notification 5-L04-98). The mitigation area includes 1.44 acres of inter-tidal habitat and 0.06 acres of riparian trees. The area is also designated as wetland. The permit process must include approvals for any work in the area. The first step in the permitting process is the delineation of the wetland area. The tasks include:

1. Conduct a wetland delineation according to guidelines set forth by the 1987 U.S. Army Corps of Engineers (USACE), as currently required by the USACE and accepted by the CDFG.
2. Analyze the results of the delineation to determine the extent of jurisdictional wetlands and waters of the U.S. on the property.
3. Prepare a wetland delineation report that illustrates and discusses the condition and extent of any jurisdictional areas.

2.3. Mitigation Report

The modifications to the streambed may require mitigation either on or off-site. A mitigation report will be prepared. The tasks include:

1. Identify potential sites for mitigating impacts to sensitive plant communities and/or jurisdictional areas on- and off-site.
2. Survey the potential revegetation area to assess site conditions.
3. Prepare a mitigation plan which addresses on-site and/or off-site habitat restoration, revegetation, or acquisition.
4. Submit the plan to the client for review.
5. Revise the plan based on the client's comments and submit the final plan to the client.

2.4. California Environmental Quality Act (CEQA) Mitigated Negative Declaration (MND)

The preparation of the MND will be based on availability of a preliminary design report with sufficient detail on grading plan, site plan, building plan, building architectural elevations, quantities of excavation and export, and equipment noise characteristics.

1. Review project materials addressing the location and the physical characteristics of the site and project.
2. Prepare a notice of intent to adopt an MND for the project, consistent with CEQA Guidelines §15072. Submit the notice to the City of Oceanside staff for review, make one set of revisions, and submit the notice to the City of Oceanside for distribution and/or publication.
3. Prepare an environmental initial study (IS) checklist (CEQA Guidelines Appendix G) to identify impacts and possible mitigation measures based on biological surveys and wetland technical information prepared by RECON, water quality and geotechnical information and secondary source documents as provided.
4. Based on the results of the environmental IS, prepare a draft and final MND. Transmit five copies of the draft environmental document to the City of Oceanside for review. Perform one set of revisions based on City of Oceanside comments. Transmit one original, one unbound copy, and 25 bound copies of the revised document to the City of Oceanside for public review distribution.
5. Attend meetings and consult by telephone with the City of Oceanside and Carollo Engineers, up to the limit of hours specified in the accompanying cost estimate. Prepare up to eight copies of the negative declaration or MND, IS, and notices for the City Council public hearing. Attend one meeting of the City Council, at which the project will be considered for approval.
6. Prepare a notice of determination consistent with CEQA Guidelines §15075 and transmit to the City of Oceanside for filing after the City Councils' approval of the project.

2.5. Noise Study

The CONSULTANT shall prepare a noise study to support the permit and CEQA process. The study shall include the following tasks:

1. Measure existing noise levels at the boundaries of the project site.
2. Based on secondary source information, calculate the noise levels at the project boundaries from noise anticipated at the proposed UV light treatment plant.
3. Compare the projected noise levels at the project boundaries to the noise standards set by the City.

4. Determine appropriate mitigation measures for significant impacts. The analysis will calculate the necessary barrier height, or other mitigation options, to reduce noise levels to the standards set by the City.
5. Prepare a noise technical report that describes the study methods and results outlined above and specifies any noise mitigation measures that may be needed.

2.6. Permit Applications

The CONSULTANT shall prepare a Coastal Development Permit (CDP), a Department of Fish and Game Section 1602, a Regional Water Quality Control Board 401, and a US Army Corps of Engineers 404. The work will include review of the CDP permit application package for adequacy, coordination and attendance of meetings with Coastal staff during the processing of the permit, coordination and preparation of briefing information with Coastal staff and the Coastal Commission during the hearing preparation process for the CDP, and attendance at Coastal Commission Hearings.

The work will include preparation of the permit application packages as described below for review by the project consultant team and the City prior to submittal to the agencies. This scope of work is outlined below and includes revisions based on review by the City and the respective agencies.

1. As part of the comprehensive early consultation process, include the project for one of the regularly scheduled pre-application meetings with the CDFG and USACE and attend the meeting with the client.
2. Prepare application package as required by Section 1602 of the Fish and Game Code for alteration of the streambed on the project site. The package will include the completed application form and copies of appropriate environmental documents, including the biology technical report and the mitigation plan.
3. Prepare a 404 nationwide permit application package to be submitted to the USACE. The permit package will include a completed application form, jurisdictional determination, impact analysis, and discussion of possible mitigation options.
4. Prepare a draft letter to the Regional Water Quality Control Board pursuant to Section 401 of the Clean Water Act. Submit the draft letter to the client to be put on their letterhead, signed, and inclusion of the application fee check. RECON will assemble and provide the application form and environmental documents, which will be included as attachments to the letter.
5. Prepare an application package for the CDP. The package will include the completed application and all necessary accompanying information (e.g, copies of appropriate environmental documents, including the biology technical report and the mitigation plan),
6. The CONSULTANT will also provide consultation time to attend meetings and coordinate with the project engineer, client, and resource agencies during the processing, preparation of revisions, and approval of the various environmental permits.

The project budget is based on 80 hours of Nancy Lucast's time for coordination with the Coastal Commission staff. The project budget shall be increased if additional time is required.

2.7. Conditional Use Permit

The CONSULTANT shall prepare a Conditional Use Permit application based on City requirements. The CONSULTANT shall attend the Planning Commission Meeting for approval.

3. WATER QUALITY TECHNICAL REPORT

The CONSULTANT shall prepare a Water Quality Technical Report (WQTR) as a basis of the filtration and ultraviolet irradiation (UV) disinfection design. The water quality testing shall occur between June and September 2006. The tasks include the following:

1. The CONSULTANT shall prepare and maintain a Quality Assurance Project Plan (PAPP) in accordance with State Water Resources Control Board Requirements. The CONSULTANT shall submit the PAPP to the Board for review and approval. The PAPP shall include the monitoring plan outlining the sampling, sample preservation, sample analysis, and quality control requirements.
2. The CONSULTANT shall test the creek water every other week for collimated-beam UV dose response and particle size distribution analysis.
3. The CONSULTANT shall perform bench scale filter optimization analysis. This shall be performed on two sets of samples.
4. The CITY shall provide the sampling services using containers and coolers furnished by the CONSULTANT. The City shall ship the samples to Carollo Engineers testing facilities.
5. The City shall provide sampling and analysis for coliform, enterococcus, and suspended solids.

4. PRELIMINARY DESIGN REPORT

The CONSULTANT shall prepare a Preliminary Design Report (PDR) that addresses the following elements:

1. The CONSULTANT shall provide a site survey including aerial photogrammetry and streambed contours.
2. The CONSULTANT shall provide a geotechnical report required to support the final design.
3. The CONSULTANT shall prepare a PDR that addresses the following items:
 - a. Water quality characteristics.
 - b. Treatment goals.
 - c. Hydraulic profile.
 - d. Design criteria.
 - e. Preliminary layout.
 - f. Architectural elevations.
 - g. Process and Instrumentation Diagrams.

- h. Preliminary cost estimate.

5. FINAL DESIGN

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

5.1. Pre-purchase Documents

The CONSULTANT shall prepare pre-purchase documents for the following items:

- UV reactors.
- Pressure filters.
- Inlet screen
- Pumps
- Motor control centers
- Valves and operators.

Pre-purchase is specifically required to meet the project schedule.

5.2. Technical Specifications

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

5.3. 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.

5.4. 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.

5.5. Progress Meetings

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

5.6. 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.

6. DELIVERABLES

- Conference Memoranda--one copy to each attendee.
- Draft reports 5 each
- Final reports 10 each
- Permit applications, 1 original
- 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

7. MATERIALS FURNISHED BY CITY

- Existing plans, reports, and manufacturer submittal data for existing facilities
- Water quality sampling and testing listed above.

EXHIBIT B
CITY OF OCEANSIDE
LOMA ALTA LAGOON ENHANCEMENT PROJECT
FEE PROPOSAL

WORK ELEMENT	Wood	Wright	Salveson	Bourgeois	Crowell	Doering	Albard	Aruta	Lat	Nguyen	CADD	Word Processing	Total Hours	Other Direct Costs	Carollo Total	RECON	Kleinfelder	Right of Way Engineering	Task Total
PRELIMINARY DESIGN/PERMITTING																			
1. Biological Survey	8	0	0	0	0	0	0	0	0	0	0	0	8	\$60	\$1,652	\$13,840	\$-	\$-	\$15,492
2. Water Quality Technical Report	8	2	40	80	0	0	0	0	0	0	4	8	142	\$25,065	\$45,951	\$-	\$14,942	\$-	\$60,793
3. Geotechnical Report	1	0	0	0	0	0	0	0	0	0	0	0	9	\$68	\$1,371	\$-	\$-	\$-	\$1,371
4. Mitigation Report	8	0	0	0	0	0	0	0	0	0	0	0	8	\$60	\$1,652	\$5,540	\$-	\$-	\$7,192
5. Preliminary Design	16	4	40	40	80	0	16	80	16	4	40	40	376	\$2,820	\$53,728	\$-	\$-	\$-	\$53,728
6. CEQA	8	0	0	0	0	0	0	0	0	0	0	0	8	\$60	\$1,652	\$25,000	\$-	\$-	\$26,652
7. Permits	8	0	0	0	0	0	0	0	0	0	0	0	8	\$60	\$1,652	\$35,200	\$-	\$-	\$36,852
8. Noise Study	2	0	0	0	0	0	0	0	0	0	0	0	2	\$15	\$413	\$7,400	\$-	\$-	\$20,080
SWRCB PLANS																			
1. PAEP	24	0	0	0	0	0	0	0	0	0	8	4	96	\$270	\$6,118	\$-	\$-	\$-	\$6,118
2. OAPP	8	0	16	16	0	0	0	0	0	0	0	4	44	\$330	\$7,130	\$-	\$-	\$-	\$7,130
FINAL DESIGN																			
1. Technical Specifications	8	2	24	0	80	16	16	40	40	40	0	40	306	\$2,295	\$43,853	\$-	\$-	\$-	\$43,853
2. Plans	8	2	8	0	180	80	64	120	80	80	640	0	1242	\$13,015	\$163,965	\$-	\$-	\$2,880	\$166,645
3. Engineer's Estimate	2	0	0	0	24	16	0	24	16	16	0	0	98	\$735	\$14,941	\$-	\$-	\$-	\$14,941
4. Progress Meetings	8	0	0	0	8	0	0	8	0	0	0	0	24	\$2,180	\$5,996	\$-	\$-	\$-	\$5,996
5. Record Drawings	0	0	0	0	4	0	0	0	0	0	40	0	1714	\$330	\$4,722	\$-	\$-	\$-	\$4,722
STAFF TOTAL	117	10	128	136	356	120	96	272	152	140	732	96							
RATE	\$ 189	\$ 199	\$ 170	\$ 138	\$ 108	\$ 138	\$ 170	\$ 170	\$ 138	\$ 170	\$ 99	\$ 70							
COST TOTAL	\$23,283	\$ 1,980	\$21,760	\$ 18,768	\$ 38,448	\$ 16,560	\$ 16,320	\$ 46,240	\$ 20,976	\$ 23,800	\$ 72,468	\$ 6,720		\$ 47,363	\$ 354,696	\$ 86,980	\$ 14,942	\$ 2,880	\$ 451,485



February 20, 2006

Mr. Greg Blakely
Administration Manager
City of Oceanside
Water Utilities Department
300 North Coast Highway
Oceanside, CA 92054

R. E.: Request for Proposal for Project Design, Environmental, and Permitting Services 712-85-8240

Dear Mr. Blakely,

Thank you for sending our firm an RFP to perform Design, Environmental, and Permitting Services for the City of Oceanside (City), primarily the Water Utilities Department. We appreciate the City's interest in our services.

After reviewing our copy of the RFP, we found that although we have qualifications in the area of stormwater treatment services, our qualifications center on unit process/individual treatment, and we do not have the qualifications necessary to complete the wetland vegetation portion of this project. Although we were not able to submit a proposal for this project, we do ask that you continue to keep our company on your list of firms to receive future Requests for Proposals and Statements of Qualifications from the City. We look forward to our next opportunity to work with the City. Thank you again for considering R. W. Beck for this project.

Sincerely,

R. W. BECK, INC.

A handwritten signature in cursive script that reads 'John Christopher'.

John Christopher
Senior Director

Loma Alta Lagoon Enhancement RFP Consultants

Company	Address	City	State	Zip	First Name	Last Name	Title	Phone
Carollo Engineers	5575 Ruffin Road, Suite 200	San Diego	Ca	92123	Dennis	Wood		
Dudek & Associates, Inc.	605 Third Street	Encinitas	CA	92024	Sarah	Lozano		760-942-5147
EDAW	1420 Kettner Blvd., Suite 620	San Diego	CA	92101	Julie	Wang		
HDR Engineering, Inc.	8690 Balboa Ave., Suite 200	San Diego	CA	92123	Charles	Cleaves	Senior Marketing Coordinator	858-712-8400
Infrastructure Engineering Corporation	717 Pier View Way	Oceanside	Ca	92054	Preston	Lewis		
Kimley-Horn & Associates	517 4th Avenue, Suite 301	San Diego	CA	92101	Danielle	Stearns		
PBS&J	2303 Nicklaus Drive	Oceanside	CA	92056	Skip	Griffin		
Project Design Consultants	701 B Street, Suite 800	San Diego	CA	92101	Sean	Cardenas		
RW Beck, Inc.	4167 Avenida De La Plata, Suite 115	Oceanside	CA	92056	John	Christopher		
RECON	1927 Fifth Avenue, Suite 200	San Diego	CA	92101	Gerry	Scheid		
Tetra Tech ASL, Inc.	10815 Rancho Bernardo Road, Suite 200	San Diego	CA	92127	Howard/Steve	Arnold/Tedesco		760-754-0550