

STAFF REPORT



ITEM NO. 22
CITY OF OCEANSIDE

DATE: June 20, 2007

TO: Honorable Mayor and City Council Members

FROM: Water Utilities Department

SUBJECT: **ACCEPTANCE OF AN ADDITIONAL \$2,645,000 IN GRANT FUNDS FOR THE LOMA ALTA CREEK ULTRA-VIOLET TREATMENT FACILITY; AUTHORIZATION TO AWARD A CONTRACT FOR THE CONSTRUCTION OF THE PROJECT; AND APPROVAL OF THE PROFESSIONAL SERVICES AGREEMENT FOR CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES**

SYNOPSIS

Staff and the Utilities Commission recommend that the City Council accept an additional \$2,645,000 in Proposition 40 Clean Beach Grant Program funds awarded to the City of Oceanside by the State Water Resources Control Board for the Loma Alta Creek Ultra-Violet Treatment Facility project; award a contract in an amount not to exceed \$3,662,949.35 to Orion Construction Corporation of Vista for construction of the project; authorize the City Manager to execute the agreement upon receipt of all supporting documents; approve a professional services agreement with Carollo Engineers of Oceanside, in an amount not to exceed \$325,900 for construction management and inspection services for the project; and authorize the City Manager to execute the agreement.

BACKGROUND

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

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

reapplied for this new grant amount and the State of California Proposition 40 Clean Beach Initiative task force voted to approve this increase in funds. Council was informed at its January 24, 2007, meeting of the additional amount of the grant award during a presentation by the State Water Resources Control Board. The Water Utilities Department has received a fully executed copy of the grant agreement (Exhibit B).

ANALYSIS

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

On May 1, 2007, ten bids were received and opened for the Loma Alta Creek Ultra-Violet Treatment Facility project. The apparent low bidder is Orion Construction Corporation, of Vista, with a bid amount of \$3,662,949.35 (Exhibit C). Staff has reviewed the bid submitted by Orion Construction Corporation and find that its bid bond and references are in accordance with City standards. The engineer's estimate to construct the project was \$4,280,000.

To properly manage this project during construction, the services of a construction management and inspection support team are required. On March 21, 2007, staff solicited proposals from sixteen engineering firms (Exhibit D) to provide construction management and inspection services during construction of this project. The firms were selected from a list compiled by the City of Oceanside's Engineering Division using the City's selection procedures for professional services. Included in the solicitation were all Oceanside firms that provide these services.

On April 24, 2007, four proposals were received by the Water Utilities Department. In accordance with the City's procedures, a panel was selected to evaluate the proposals. The panel unanimously recommended that Carollo Engineers of Oceanside be selected to provide the construction management and inspection services.

FISCAL IMPACT

Staff requests approval of a budget appropriation in the amount of \$2,645,000 to the Loma Alta Lagoon Clean Beaches Initiative capital improvement project (711.667112.5702). The reimbursable grant funds awarded by the State Water Resources Control Board will be deposited into the Clean Beaches Initiative Grant revenue account (7110.4456.07112). The total amount of the grant is \$5 million.

COMMISSION OR COMMITTEE REPORT

The Utilities Commission approved staff's recommendation at its regular meeting on May 15, 2007.

CITY ATTORNEY'S ANALYSIS

The professional services agreement with Carollo Engineers has been reviewed by the City Attorney and approved as to form.

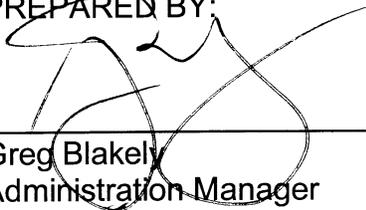
INSURANCE REQUIREMENTS

The City's standard insurance requirements will be met.

RECOMMENDATION

Staff and the Utilities Commission recommend that the City Council accept an additional \$2,645,000 in Proposition 40 Clean Beach Grant Program funds awarded to the City of Oceanside by the State Water Resources Control Board for the Loma Alta Creek Ultra-Violet Treatment Facility project; award a contract in an amount not to exceed \$3,662,949.35 to Orion Construction Corporation of Vista for construction of the project; authorize the City Manager to execute the agreement upon receipt of all supporting documents; approve a professional services agreement with Carollo Engineers of Oceanside, in an amount not to exceed \$325,900 for construction management and inspection services for the project; and authorize the City Manager to execute the agreement.

PREPARED BY:



Greg Blakely
Administration Manager

SUBMITTED BY:



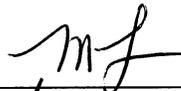
Peter A. Weiss
Interim City Manager

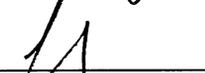
REVIEWED BY:

Michelle Skaggs Lawrence, Deputy City Manager

Lonnie Thibodeaux, Water Utilities Director

Paul Bussey, Interim Financial Services Director







- Exhibit A – SWRCB Grant Agreement
- Exhibit B - Site Map
- Exhibit C - Bid Opening Results
- Exhibit D - Request for Proposal Mailing List

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FOR STATE USE ONLY
DGS REGISTRATION NO. 39400507215642

PROPOSITION 40 CLEAN BEACH GRANT PROGRAM
GRANT AGREEMENT
BETWEEN THE
STATE WATER RESOURCES CONTROL BOARD
AND

CITY OF OCEANSIDE

LOMA ALTA CREEK ULTRAVIOLET LIGHT TREATMENT FACILITY

AGREEMENT NO.06-315-550-0

This Grant Agreement is made between the State of California acting by and through the State Water Resources Control Board, hereafter referred to as the "SWRCB", and the City of Oceanside, a city, hereafter referred to as the "Grantee".

WHEREAS:

1. The following provision(s) authorize the SWRCB to enter into this type of Grant Agreement: PRC §§ 5096.650, 30915 (Pr 40 Clean Beach);
2. The Grantee has applied for a grant and has been determined by the SWRCB to be eligible for a grant pursuant to applicable State laws and regulations; and
3. The SWRCB, pursuant to SWRCB Resolution No. 2006-0095, approved on December 13, 2006, has authorized grant funding for the Project hereafter described.

NOW, THEREFORE, it is agreed as follows:

1. The Project generally consists of the construction of a filtration and ultraviolet light radiation water treatment facility, for the benefit of the Grantee.

The Project Representatives during the term of this Agreement will be:

State Water Resources Control Board	Grantee: City of Oceanside
Name: Kathryn Bare, Grant Manager	Name: Guss Pennell, Project Director
Address: 1001 I Street, 16 th Floor Sacramento, CA 95814	Address: 300 North Coast Highway Oceanside, CA 92054
Phone: 916-341-5375	Phone: (760) 435-5804
Fax: 916-341-5707	Fax: (760) 435-5814
e-mail: kbare@waterboards.ca.gov	e-mail: gpennell@ci.oceanside.ca.us

Direct all inquiries to:

State Water Resources Control Board	Grantee: City of Oceanside
Section/Unit: Division of Financial Assistance	Section/Unit: Water Utilities
Attention: Barbara Walton, Program Analyst	Attention: Guss Pennell
Address: 1001 I Street, 17 th Floor Sacramento, CA 95814	Address: 300 North Coast Highway Oceanside, CA 92054
Phone: (916) 341-5461	Phone: (760) 435-5804
Fax: (916) 341-5296	Fax: (760) 435-5814
e-mail: bwalton@waterboards.ca.gov	e-mail: gpennell@ci.oceanside.ca.us

Each party may change its Project Representative upon written notice to the other party.

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2. Incorporation of Documents. This Agreement incorporates the following documents:
 - 2.1 Exhibit A, Scope of Work;
 - 2.2 Exhibit B, Invoicing, Budget Detail, and Reporting Provisions;
 - 2.3 Exhibit C, SWRCB General Conditions; and
 - 2.4 Exhibit D, Grant Program Terms and Conditions.
3. The Grantee accepts and agrees to comply with all terms, provisions, conditions, and commitments of this Agreement, including all incorporated documents, and to fulfill all assurances, declarations, representations, and commitments made by the Grantee in its application, accompanying documents, and communications filed in support of its request for grant funding. Grantee shall comply with and require its contractors and subcontractors to comply with all applicable laws, policies and regulations.
4. The term of the Agreement shall begin on April 21, 2005, and continue through Project completion plus twenty-three (23) years unless otherwise terminated or amended as provided in the Agreement. **HOWEVER, ALL WORK SHALL BE COMPLETED BY SEPTEMBER 30, 2009.**

IN WITNESS THEREOF, the parties have executed this Agreement on the dates set forth below.

By: *Peter Weiss*
Grantee Signature

Peter Weiss
Grantee Typed/Printed Name

Justin
City Manager 4-23-07
Title and Date

By: *Barbara L. Evoy*
Barbara L. Evoy, Deputy Director
Division of Financial Assistance
State Water Resources Control Board

5/4/07
Date

Reviewed by: *AJ*
Office of Chief Counsel
Date: *5-4-07*

APPROVED AS TO FORM
OCEANSIDE CITY ATTORNEY

Barbara L. Hamilton
BARBARA L. HAMILTON
Assistant City Attorney

EXHIBIT A – SCOPE OF WORK

1. Quality Assurance Project Plan and Monitoring Plan

- 1.1 Grantee shall prepare and maintain a Quality Assurance Project Plan (QAPP) in accordance with the SWRCB's QAPP for the Surface Water Ambient Monitoring Program (SWAMP). The QAPP must be approved by the SWRCB's Quality Assurance (QA) Officer prior to implementation of any sampling or monitoring activities. No monitoring may occur prior to QAPP approval. Any costs related to monitoring data collected prior to and not supported by the approved QAPP will not be reimbursed. Guidance for preparing the QAPP is available at <http://www.wateboards.ca.gov/swamp/docs/swamp/qapp.html>.
- 1.2 Grantee shall prepare and maintain a Monitoring Plan (MP) that describes the types of constituents to be monitored and the frequency/schedule for the monitoring activities. The MP shall be prepared in accordance with Exhibit D, Section 5, and be approved by the Grant Manager prior to implementation of any sampling or monitoring activities. No monitoring may occur prior to MP approval. The Grant Manager must approve any changes to the MP prior to implementation.
- 1.3 State Disclosure Requirements – Include the following disclosure statement in any document, written report, or brochure prepared in whole or in part pursuant to this Agreement.

“Funding for this Project has been provided in full or in part through an agreement with the State Water Resources Control Board. The contents of this document do not necessarily reflect the views and policies of the State Water Resources Control Board, nor does mention of trade names or commercial products constitute endorsement or recommendation for use.” (Gov. Code 7550, 40 CFR 31.20)

Signage shall be posted in a prominent location at Project site (if applicable) and shall include the State Water Board logo (available from Program Analyst) and the following disclosure statement:

“Funding for this Project has been provided in full or in part through an agreement with the State Water Resources Control Board.”

- 1.4 The Grantee shall also include in each of its contracts for work under this Agreement a provision that incorporates the requirements stated within this work item. (Gov. Code 7550)

2. Work To Be Performed by Grantee:

2.1 Project Design

- 2.1.1 Prepare construction documents for construction of the ultraviolet facility identified in the Pre-Design Report. Construction documents shall include construction drawings and specifications, engineer's construction cost estimate, and shall be prepared so that a completely operational system can be constructed.
- 2.1.2 Submit the as-advertised construction documents to the Grant Manager.
- 2.1.3 Perform bid assistance and select a construction contractor.
- 2.1.4 Provide a copy of bid summary, proof of advertising, and construction Notice to Proceed to the Grant Manager.

2.2 Project Implementation

- 2.2.1 Construct the filtration and ultraviolet facility adjacent to Loma Alta Creek outlet per the construction documents.
- 2.2.2 Conduct photo documentation of the construction work at all phases and submit to the Grant Manager with quarterly progress reports.

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- 2.2.3 Conduct a minimum of one (1) year of post construction monitoring to evaluate Project effectiveness, in accordance with the approved monitoring and reporting plan. Monitoring results shall be included in the draft and final Project Reports.

3. Reporting

- 3.1 Prepare and provide an annual progress summary by September 30, 2007, September 30, 2008, and September 30, 2009. The summary must be no more than two (2) pages, and shall include pictures as appropriate. The summary shall include the following:
 - 3.1.1 A summary of the conditions the Project is meant to alleviate, the Project's objective, the scope of the Project, and a description of the approach used to achieve the Project's objective.
 - 3.1.2 A summary of the progress made to date, significant milestones achieved, and the current schedule of completing the Project.
 - 3.1.3 An evaluation of the effectiveness of the Project to date in preventing or reducing pollution and alleviating the Project's original conditions.
- 3.2 Prepare a draft final Project Report in accordance with Exhibit D, Section 6. In addition, include the following and submit to the Grant Manager for review and comment.
 - 3.2.1 An introduction section including a summary of the Project's objective, the scope of the Project, and a brief description of the approach and techniques used during the Project.
 - 3.2.2 A list of submittals previously submitted as outlined in the Table of Items for Review.
 - 3.2.3 Any additional information that is deemed appropriate by the Grant Manager or Grantee.
- 3.3 Prepare and submit one (1) reproducible master, one (1) electronic copy and two (2) copies of the final Project Report that addresses comments from the Grant Manager.

TABLE OF ITEMS FOR REVIEW
 (Submittals to be delivered to Grant Manager to verify Project progress.)

Item	DESCRIPTION	DUE DATE
EXHIBIT A – SCOPE OF WORK		
1.0	QUALITY ASSURANCE PROJECT PLAN and MONITORING PLAN	--
1.1	Quality Assurance Project Plan	February 2007
1.2	Monitoring Plan	February 2007
2.0	WORK TO BE PERFORMED BY GRANTEE	--
2.1	Project Design	--
2.1.2	As-Advertised Construction Documents	April 2007
2.1.4	Bid Summary, Proof of Advertising, and Construction Notice to Proceed	May 2007
2.2	Project Implementation	--
2.2.2	Photo Documentation (Pre, During, and Post)	March 2008
3.0	REPORTING	--
3.1	Annual Progress Summary	September 30, 2007 September 30, 2008 September 30, 2009
3.2	Draft Project Report	March 2009
3.3	Final Project Report	May 2009
EXHIBIT B – INVOICING, BUDGET DETAIL AND REPORTING PROVISIONS		
5.0	REPORTS	
5.1	Progress Reports by the twentieth (20 th) of the month following the end of the calendar quarter (March, June, September, and December)	Quarterly
5.2	Grant Summary Form	Day 90
5.3	Natural Resource Projects Inventory Project Survey Form	Before final invoice
EXHIBIT C – SWRCB GENERAL CONDITIONS		
6	Copy of Final CEQA/NEPA Documentation Any activity in the scope of work subject to CEQA cannot begin prior to receipt of environmental clearance from the SWRCB.	January 2007
22	Signed Cover Sheets For All Permits	As Needed
EXHIBIT D – GRANT PROGRAM TERMS & CONDITIONS		
5	Monitoring and Reporting Plan	February 2007



EXHIBIT B
INVOICING, BUDGET DETAIL AND REPORTING PROVISIONS

1. Invoicing

- 1.1 Invoices shall be submitted in the format provided by the SWRCB. The original invoice shall be submitted to the Grant Manager on a quarterly basis consistent with the reporting schedule in Section 5.1 of this exhibit. The address for submittal is:

Kathryn Bare, Grant Manager
Division of Financial Assistance
State Water Resources Control Board
1001 I Street, 16th Floor
Sacramento, CA 95814

- 1.2 Payment of any invoice shall be made only after receipt of a complete, adequately supported, properly documented and accurately addressed invoice. Receipt of invoices in any other format than the one provided by the SWRCB will be cause for the invoice to be disputed. In the event of an invoice dispute, the Grant Manager will notify the Grantee by initiating an "Invoice Dispute Notification" form. Payment will not be made until the dispute is resolved and a corrected invoice submitted. Failure to use the address exactly as provided above may result in return of the invoice to the Grantee. Payment shall be deemed complete upon deposit of the payment, properly addressed, postage prepaid, in the United States mail. All invoices must be approved by the Grant Manager.
- 1.3 Notwithstanding any other provision of this Agreement, no disbursement shall be required at any time or in any manner which is in violation of or in conflict with federal or state laws, rules, or regulations, or which may require any rebates to the Federal Government, or any loss of tax-free status on state bonds, pursuant to any federal statute or regulation.
- 1.4 Notwithstanding any other provision of this Agreement, the Grantee agrees that the SWRCB may retain an amount equal to ten percent (10%) of the grant amount specified in this Agreement until completion of the Project to the reasonable satisfaction of the SWRCB. Any retained amounts due to the Grantee will be promptly disbursed to the Grantee, without interest, upon completion of the Project.
- 1.5 The invoice shall contain the following information:
- 1.5.1 The date of the invoice;
 - 1.5.2 The time period covered by the invoice, i.e., the term "from" and "to";
 - 1.5.3 The total amount due; and
 - 1.5.4 Original signature and date (in ink) of the Grantee or its authorized representative.
 - 1.5.5 Final invoice shall be clearly marked "FINAL INVOICE" and submitted NO LATER THAN OCTOBER 31, 2009.

2. Budget Contingency Clause

The maximum amount to be encumbered under this Agreement for the 2006-07 fiscal year ending June 30, 2007 shall not exceed FIVE MILLION DOLLARS (\$5,000,000).

If the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no force and effect. This provision shall be construed as a condition precedent to the obligation of the SWRCB to make any payments under this Agreement. In this event, the State shall have no liability to pay any funds whatsoever to Grantee or to furnish any other considerations under this Agreement and Grantee shall not be obligated to perform any provisions of this Agreement. Nothing in this Agreement shall be construed to provide the Grantee with a right of priority for payment over any other Grantee.

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If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an Agreement amendment to Grantee to reflect the reduced amount.

3. LINE ITEM BUDGET

	<u>PROP 40</u>	<u>MATCH</u>	<u>TOTAL</u>
Professional and Consultant Services Surveying, Geotechnical, Environmental, Permitting, Preliminary Design, Special Reports, Design	\$ 451,485	\$ 0	\$ 451,485
Construction (contracted services)	<u>\$4,548,515</u>	<u>\$351,485</u>	<u>\$4,900,000</u>
TOTAL	\$5,000,000	\$351,485	\$5,351,485

4. Budget Line Item Flexibility

- 4.1 Line Item Adjustment(s). Subject to the prior review and approval of the Grant Manager, adjustments between existing line item(s) may be used to defray allowable direct costs up to fifteen percent (15%) of the grant funds including any amendment(s) thereto. Line item adjustments in excess of fifteen percent (15%) shall require a formal Agreement amendment.
- 4.2 Procedure to Request an Adjustment. Grantee may submit a request for an adjustment in writing to the SWRCB. Such adjustment may not increase or decrease the total grant amount allocated per fiscal year. The Grantee shall submit a copy of the original Agreement Budget sheet reflecting the requested changes. Changes shall be noted by striking the original amount(s) followed with revised change(s) in bold and underlined. Budget adjustments deleting a budget line item or adding a new budget line item requires a formal amendment and are not permissible under this provision. The SWRCB may also propose adjustments to the budget.

5. Reports.

- 5.1 Grantee shall submit quarterly progress reports to the Grant Manager by the twentieth (20th) of the month following the end of the calendar quarter (March, June, September, and December). The progress reports shall provide a brief description of the work performed, accomplishments during the quarter, milestones achieved, and any problems encountered in the performance of the work under this Agreement. Grantee shall document all contractor activities and expenditures in progress reports.
 - 5.1.1 The invoice accompanying the progress report must explain the method used to compute the amount due. Invoices must be itemized based on the categories specified in the Budget. The amount claimed for salaries/wages/consultant fees must include a calculation formula (i.e., hours or days worked times the hourly or daily rate = the total amount claimed).
- 5.2 Grantee shall complete a one (1) page Grant Summary Form within three (3) months of the Agreement execution <http://www.waterboards.ca.gov/funding/docs/grantinfo/grantsum.doc>. A hard copy shall be submitted to the Grant Manager and an electronic copy for posting on the SWRCB website.
- 5.3 At the completion of this Project, the Grantee shall complete and submit electronically a Natural Resource Projects Inventory (NRPI) Project Survey Form <http://www.ice.ucdavis.edu/nrpi>. A hard copy shall be submitted to the Grant Manager prior to final payment.
- 5.4 The Grantee agrees to expeditiously provide, during work on the Project and throughout the term of this Agreement, such reports, data, information, and certifications, as may be reasonably required by the SWRCB.

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6. Payment of Project Costs. The Grantee agrees that it will provide for payment of its full share of Project costs and that all costs connected with the Project will be paid by the Grantee on a timely basis.
7. Audit Disallowances. The Grantee agrees it shall return any audit disallowances to the SWRCB.

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EXHIBIT C
SWRCB GENERAL CONDITIONS

1. **AMENDMENT:** No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.
2. **APPROVAL:** The Grantee will not proceed with any work on the Project until authorized in writing by the SWRCB.
3. **ASSIGNMENT:** This grant is not assignable by the Grantee, either in whole or in part, without the consent of the SWRCB.
4. **AUDIT:** Grantee agrees that the awarding department, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. The Grantee agrees to maintain such records for a possible audit for a minimum of twenty-three (23) years after final payment, unless a longer period of records retention is stipulated. Grantee agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Grantee agrees to include a similar right of the State to audit records and interview staff in any contract related to performance of the Agreement.
5. **BONDING:** Where contractors are used, Grantee shall not authorize construction to begin until each such contractor has furnished a performance bond in favor of the Grantee in the following amounts: faithful performance (100%) of contract value; labor and materials (100%) of contract value. This requirement shall not apply to any contract for less than \$20,000.00.
6. **CEQA/NEPA:** No work that is subject to the California Environmental Quality Act (CEQA) or National Environmental Policy Act (NEPA) may proceed under this Agreement until documents that satisfy the CEQA/NEPA process are received by the Grant Manager and the SWRCB has given environmental clearance. No work that is subject to an Environmental Impact Report or a Mitigated Negative Declaration may proceed until and unless approved by the Deputy Director of the SWRCB's Division of Financial Assistance (Division). Such approval is fully discretionary and shall constitute a condition precedent to any work for which it is required.
7. **COMPLIANCE WITH LAW, REGULATIONS, ETC.:** The Grantee agrees that it will, at all times, comply with and require its contractors and subcontractors to comply with all applicable federal and state laws, rules, guidelines, regulations, and requirements. Without limitation of the foregoing, the Grantee agrees that, to the extent applicable, the Grantee will comply with the provisions of the adopted environmental mitigation plan for the term of the Agreement.
8. **COMPUTER SOFTWARE:** The Grantee certifies that it has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this Agreement for the acquisition, operation or maintenance of computer software in violation of copyright laws.
9. **CONTINUOUS USE OF PROJECT; LEASE OR DISPOSAL OF PRODUCT:** The Grantee agrees that, except as provided in the Agreement, it will not abandon, substantially discontinue use of, lease, or dispose of the project or any significant part or portion thereof during the useful life of the project without prior written approval of the Division. Such approval may be conditioned as determined to be appropriate by the SWRCB, including a condition requiring repayment of all or any portion of all remaining grant Project funds covered by this Agreement together with accrued interest and any penalty assessments that may be due.
10. **DAMAGES FOR BREACH AFFECTING TAX EXEMPT STATUS:** In the event that any breach of any of the provisions of this Agreement by the Grantee shall result in the loss of tax exempt status for any state bonds, or if such breach shall result in an obligation on the part of the State to reimburse the federal government by reason of any arbitrage profits, the Grantee shall immediately reimburse the State in an amount equal to any damages paid by or loss incurred by the State due to such breach.

11. **DISPUTES:** Grantee shall continue with the responsibilities under this Agreement during any dispute. Any dispute arising under this Agreement which is not otherwise disposed of by agreement shall be decided by the Deputy Director of the Division, or his or her authorized representative. The decision shall be reduced to writing and a copy thereof furnished to the Grantee and to the SWRCB's Executive Director. The decision of the Division shall be final and conclusive unless, within thirty (30) calendar days after mailing of the Division decision to the Grantee, the Grantee mails or otherwise furnishes a written appeal of the decision to the SWRCB's Executive Director. The decision of the SWRCB's Executive Director shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, or capricious, or arbitrary, or so grossly erroneous as necessarily to imply bad faith, or not supported by substantial evidence. In connection with any appeal under this clause, the Grantee shall be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending final decision of a dispute hereunder, the Grantee shall continue to fulfill and comply with all the terms, provisions, commitments, and requirements of this Agreement. This clause does not preclude consideration of legal questions, provided that nothing herein shall be construed to make final the decision of the SWRCB, or any official or representative thereof, on any question of law.
12. **FISCAL MANAGEMENT SYSTEMS AND ACCOUNTING STANDARDS:** The Grantee agrees that, at a minimum, its fiscal control and accounting procedures will be sufficient to permit tracing of grant funds to a level of expenditure adequate to establish that such funds have not been used in violation of state law or this Agreement. The Grantee further agrees that it will maintain separate Project accounts in accordance with generally accepted accounting principles.
13. **GOVERNING LAW:** The grant is governed by and shall be interpreted in accordance with the laws of the State of California.
14. **GRANT MODIFICATIONS:** The SWRCB may, at any time, without notice to any sureties, by written order designated or indicated to be a "grant modification", make any change in Exhibit A, for the work to be performed under this Agreement so long as the modified work is within the general scope of work called for by this Agreement, including but not limited to changes in the specifications or in the method, manner, or time of performance of work. If the Grantee intends to dispute the change, the Grantee must, within ten (10) days after receipt of a written "grant modification", submit to the SWRCB a written statement setting forth the disagreement with the change.
15. **INCOME RESTRICTIONS:** The Grantee agrees that any refunds, rebates, credits, or other amounts (including any interest thereon) accruing to or received by the Grantee under this Agreement shall be paid by the Grantee to the State, to the extent that they are properly allocable to costs for which the Grantee has been reimbursed by the State under this Agreement.
16. **INDEPENDENT ACTOR:** The Grantee, and its agents and employees, if any, in the performance of this Agreement, shall act in an independent capacity and not as officers of employees or agents of the SWRCB.
17. **INSPECTIONS:** Throughout the life of the Project, the SWRCB shall have the right to inspect the project area to ascertain compliance with this Agreement.
18. **INSURANCE:** Throughout the life of the Project, the Grantee shall provide and maintain insurance against fire, vandalism and other loss, damage, or destruction of the facilities or structures constructed pursuant to this Agreement, if any. This insurance shall be issued by a company or companies admitted to transact business in the State of California. The insurance policy shall contain an endorsement specifying that the policy will not be cancelled or reduced in coverage without thirty (30) days' written notice to the SWRCB. In the event of any damage to or destruction of the Project or any larger system of which it is a part, the net proceeds of insurance shall be applied to the reconstruction, repair or replacement of the damaged or destroyed parts of the Project or its larger system. The Grantee shall begin such reconstruction, repair, or replacement as expeditiously as possible and shall pay out of such net proceeds all costs and expenses in connection with such reconstruction, repair or replacement so that the same shall be completed and the larger system shall be free of all claims and liens.
19. **NONDISCRIMINATION:** During the performance of this Agreement, the Grantee and its contractors shall not unlawfully discriminate against, harass, or allow harassment against any employee or applicant for



employment because of sex, race, religion, color, national origin, ancestry, disability, sexual orientation, medical condition, marital status, age (over 40) or denial of family-care leave, medical-care leave, or pregnancy-disability leave. The Grantee and its contractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination and harassment.

20. **NOTICE:** The Grantee shall promptly notify the SWRCB of events or proposed changes that could affect the scope, budget, or work performed under this Agreement. The Grantee agrees that no substantial change in the scope of the Project will be undertaken until written notice of the proposed change has been provided to the SWRCB, and the SWRCB has given written approval for such change. The Grantee shall notify the SWRCB at least ten (10) working days prior to any public or media event publicizing the accomplishments and/or results of this Agreement and provide the opportunity for attendance and participation by SWRCB's representatives. The Grantee shall promptly notify the SWRCB in writing of completion of work on the Project. The Grantee shall promptly notify the SWRCB in writing of any cessation of all major construction work on the Project where such cessation of work is expected to or does extend for a period of thirty (30) days or more and of any circumstance, combination of circumstances, or condition, which is expected to or does delay completion of construction for a period of ninety (90) days or more beyond the estimated date of completion of construction previously provided.
21. **OPERATIONS & MAINTENANCE:** The Grantee shall maintain and operate the facility and structures constructed or improved as part of the Project throughout the life of the Project, consistent with the purposes for which this Grant was made. The Grantee assumes all operations and maintenance costs of the facilities and structures; the SWRCB shall not be liable for any cost of such maintenance, management or operation. The Grantee may be excused from operations and maintenance only upon the written approval of the Grant Manager. For purposes of this Agreement, "operation costs" include direct costs incurred for material and labor needed for operations, utilities, insurance, and similar expenses. "Maintenance costs" include ordinary repairs and replacements of a recurring nature necessary to prolong the life of capital assets and basic structures, and the expenditure of funds necessary to replace or reconstruct capital assets or basic structures.
22. **PERMITS, CONTRACTING, WAIVER, REMEDIES AND DEBARMENT:** The Grantee shall procure all permits and licenses necessary to accomplish the work contemplated in this Agreement, pay all charges and fees, and give all notices necessary and incidental to the due and lawful prosecution of the work. Any contractors, outside associates, or consultants required by the Grantee in connection with the services covered by this Agreement shall be limited to such individuals or firms as were specifically identified and agreed to during negotiations for this Agreement, or as are specifically authorized by the Grant Manager during the performance of this Agreement. Any substitutions in, or additions to, such contractors, associates, or consultants, shall be subject to the prior written approval of the Grant Manager. Any waiver of rights with respect to a default or other matter arising under the Agreement at any time by either party shall not be considered a waiver of rights with respect to any other default or matter. Any rights and remedies of the State provided for in this Agreement are in addition to any other rights and remedies provided by law. The Grantee shall not contract with any party who is debarred or suspended or otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549, "Debarment and Suspension". The Grantee shall not contract with any individual or organization on USEPA's List of Violating Facilities. (40 CFR, Part 31.35, Gov. Code 4477) www.epls.gov. The Grantee certifies to the best of its knowledge and belief, that it and its principals:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or Grantee;
 - b. Have not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c. Are not presently indicated for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and

- d. Have not within a three-year period preceding this application/proposal had one (1) or more public transactions (federal, state or local) terminated for cause or default.
23. **PREVAILING WAGES AND LABOR COMPLIANCE:** If applicable, the Grantee agrees to be bound by all the provisions of State Labor Code Section 1771 regarding prevailing wages. If applicable, the Grantee shall monitor all agreements subject to reimbursement from this agreement to assure that the prevailing wage provisions of State Labor Code Section 1771 are being met. The Grantee agrees to fulfill its responsibilities under Section 1771.8 of the Labor Code, where applicable.
24. **PROFESSIONALS:** The Grantee agrees that only licensed professionals will be used to perform services under this Agreement where such services are called for.
25. **RECORDS:** Without limitation of the requirement to maintain Project accounts in accordance with generally accepted accounting principles, the Grantee agrees to:
- a. Establish an official file for the Project which shall adequately document all significant actions relative to the Project;
 - b. Establish separate accounts which will adequately and accurately depict all amounts received and expended on this Project, including all grant funds received under this Agreement;
 - c. Establish separate accounts which will adequately depict all income received which is attributable to the Project, especially including any income attributable to grant funds disbursed under this Agreement;
 - d. Establish an accounting system which will adequately depict final total costs of the Project, including both direct and indirect costs;
 - e. Establish such accounts and maintain such records as may be necessary for the state to fulfill federal reporting requirements, including any and all reporting requirements under federal tax statutes or regulations; and
 - f. If Force Account is used by the Grantee for any phase of the Project, establish an account that documents all employee hours, and associated tasks charged to the Project per employee.
26. **RIGHTS IN DATA:** The Grantee agrees that all data, plans, drawings, specifications, reports, computer programs, operating manuals, notes, and other written or graphic work produced in the performance of this Agreement shall be in the public domain. The Grantee may disclose, disseminate and use in whole or in part, any final form data and information received, collected, and developed under this Agreement, subject to appropriate acknowledgement of credit to the SWRCB for financial support. The Grantee shall not utilize the materials for any profit-making venture or sell or grant rights to a third party who intends to do so.
27. **STATE REVIEWS AND INDEMNIFICATION:** The parties agree that review or approval of Project applications, documents, permits, plans and specifications or other Project information by the SWRCB is for administrative purposes only and does not relieve the Grantee of its responsibility to properly plan, design, construct, operate, maintain, implement, or otherwise carry out the Project. To the extent permitted by law, the Grantee agrees to indemnify, defend and hold harmless the SWRCB and the State against any loss or liability arising out of any claim or action brought against the SWRCB and/or the State from and against any and all losses, claims, damages, liabilities or expenses, of every conceivable kind, character and nature whatsoever arising out of, resulting from, or in any way connected with (1) the Project or the conditions, occupancy, use, possession, conduct or management of, work done in or about, or the planning, design, acquisition, installation or construction, of the Project or any part thereof; (2) the carrying out of any of the transactions contemplated by this Agreement or any related document; (3) any violation of any applicable law, rule or regulation, any environmental law (including, without limitation, the Federal Comprehensive Environmental Response, Compensation and Liability Act, the Resource Conservation and Recovery Act, the California Hazardous Substance Account Act, the Federal Water Pollution Control Act, the Clean Air Act, the California Hazardous Waste Control Law and California Water Code Section 13304, and any successors to said laws), rule or regulation or the release of any toxic substance on or near the System; or (4) any

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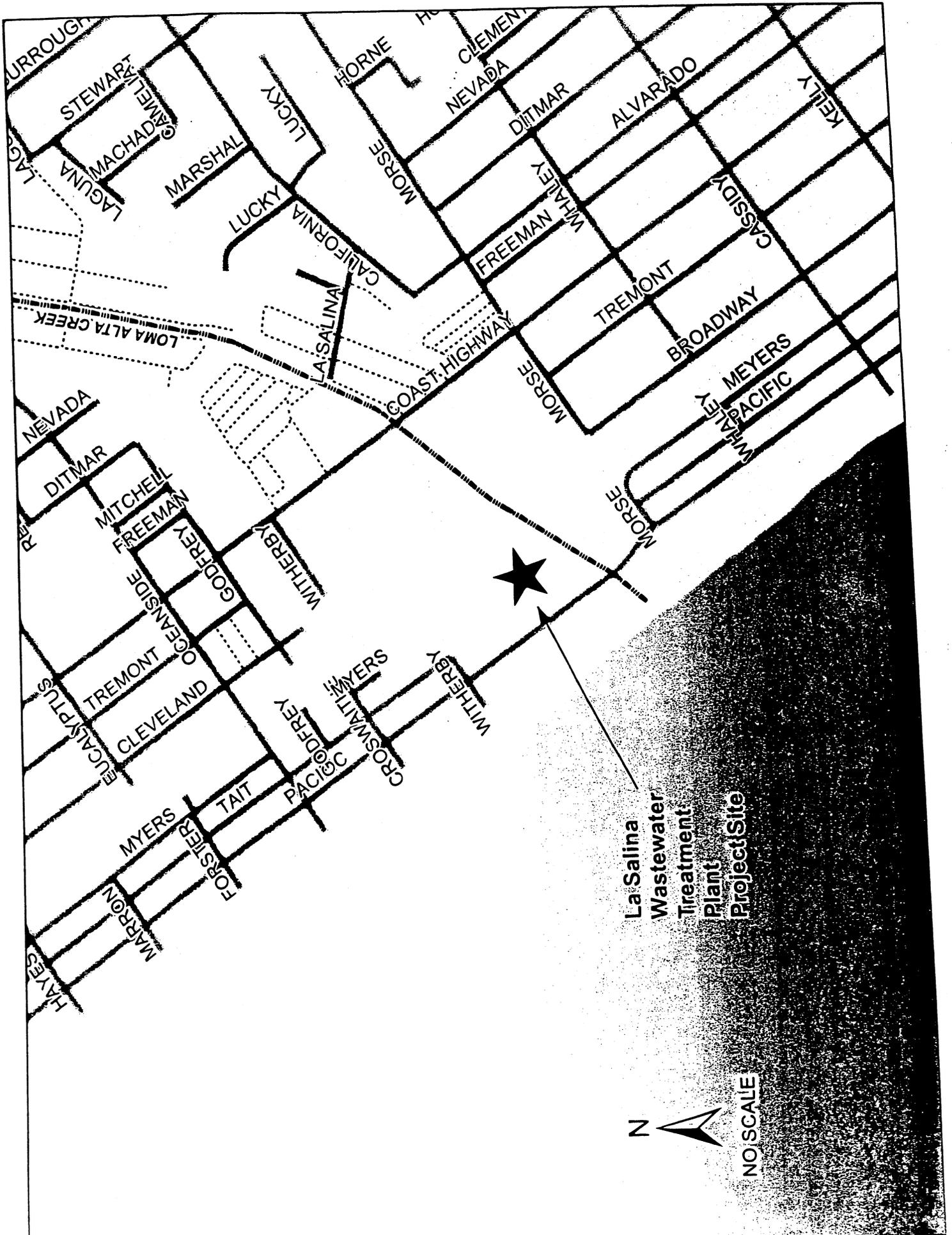
untrue statement or alleged untrue statement of any material fact or omission or alleged omission to state a material fact necessary to make the statements required to be stated therein, in light of the circumstances under which they were made, not misleading with respect to any information provided by the Grantee for use in any disclosure document utilized in connection with any of the transactions contemplated by this Agreement. To the fullest extent permitted by law, the Grantee agrees to pay and discharge any judgment or award entered or made against the SWRCB and/or the State with respect to any such claim or action, and any settlement, compromise or other voluntary resolution. The provisions of this section shall survive the term of the Agreement.

28. **SUPPLEMENTAL ENVIRONMENTAL PROJECTS:** Grant Funds shall not be used for supplemental environmental projects required by Regional Boards.
29. **SWRCB ACTION, COSTS, AND ATTORNEY FEES:** The Grantee agrees that any remedy provided in this Agreement is in addition to and not in derogation of any other legal or equitable remedy available to the SWRCB as a result of breach of this Agreement by the Grantee, whether such breach occurs before or after completion of the Project, and exercise of any remedy provided by this Agreement by the SWRCB shall not preclude the SWRCB from pursuing any legal remedy or right which would otherwise be available. In the event of litigation between the parties hereto arising from this Agreement, it is agreed that the prevailing party shall be entitled to such reasonable costs and/or attorney fees as may be ordered by the court entertaining such litigation.
30. **TERMINATION; IMMEDIATE REPAYMENT, INTEREST:** The Grant Agreement may be terminated by written notice at any time prior to completion of the Project, at the option of the SWRCB, upon violation by the Grantee of any material provision after such violation has been called to the attention of the Grantee and after failure of the Grantee to bring itself into compliance with the provisions of this Agreement within a reasonable time as established by the SWRCB. In the event of such termination, the Grantee agrees, upon demand, to immediately repay to the SWRCB an amount equal to the amount of grant funds disbursed to the Grantee prior to such termination. In the event of termination, interest shall accrue on all amounts due at the highest legal rate of interest from the date that notice of termination is mailed to the Grantee to the date of full repayment by the Grantee.
31. **TIMELINESS:** Time is of the essence in this Agreement. The Grantee shall proceed with and complete the Project in an expeditious manner.
32. **TRAVEL AND PER DIEM:** Any reimbursement for necessary travel and per diem shall be at rates not to exceed those amounts paid to the State's represented employees under collective bargaining Agreements currently in effect. No travel outside the State of California shall be reimbursed unless prior written authorization is obtained from the SWRCB.
33. **UNENFORCEABLE PROVISION:** In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement shall continue to have full force and effect and shall not be affected thereby.
34. **USEFUL LIFE OF PROJECT:** For the purpose of this Agreement, the useful life of any constructed portions of this Project begins upon completion of construction and continues until fifty (50) years thereafter for pipelines and structures and twenty (20) years for all else.
35. **VENUE:** The SWRCB and the Grantee hereby agree that any action arising out of this Agreement shall be filed and maintained in the Superior Court in and for the County of Sacramento, California, or in the United States District Court in and for the Eastern District of California. The Grantee hereby waives any existing sovereign immunity for the purposes of this Agreement.
36. **WITHHOLDING OF GRANT DISBURSEMENTS:** The SWRCB may withhold all or any portion of the grant funds provided for by this Agreement in the event that the Grantee has materially violated, or threatens to materially violate, any term, provision, condition, or commitment of this Agreement; or the Grantee fails to maintain reasonable progress toward completion of the Project.

ex

EXHIBIT D
Grant Program Terms & Conditions

1. The Grantee certifies that it is one of the following: a city, county, city and county, district, the state or any agency or department thereof, an applicant eligible for technical assistance under section 319 of the federal Clean Water Act (33 U.S.C. § 1329) or for grants under section 320 of the federal Clean Water Act (33 U.S.C. § 1330), or a 501(c)(3) nonprofit organization.
2. This Grantee hereby warrants and represents that this Project is capable of contributing to sustained, long-term water quality or environmental restoration or protection benefits for a period of twenty (20) years.
3. The Grantee certifies that this Project is intended to address the causes of degradation, rather than symptoms.
4. This Project is consistent with water quality and resource protection plans prepared, implemented, or adopted by the SWRCB, the applicable Regional Water Quality Control Board, and the State Coastal Conservancy.
5. Notwithstanding Exhibit A, the Grantee shall submit a monitoring and reporting plan that will do all of the following:
 - a. identifies the nonpoint source or sources of pollution to be prevented or reduced by Project
 - b. describes the baseline water quality or quality of the environment to be addressed
 - c. describes the manner that Project will prevent or reduce pollution and demonstrate desired environmental results
 - d. describes the monitoring program, including, but not limited to, the methodology, and the frequency and duration of monitoring.
6. Notwithstanding Exhibit A, upon completion of the Project, the Grantee shall submit a report to the SWRCB that summarizes the completed activities and indicates whether the purposes of the Project have been met. The report shall include information collected by the recipient in accordance with the Project monitoring and reporting plan, including a determination of the effectiveness of the Project in preventing or reducing pollution, and the results of the monitoring program.
7. The Grantee certifies that if a recovery plan for coho salmon, steelhead trout, or other threatened or endangered aquatic species exists, this Project is consistent with such a plan and, if feasible, implements actions in such a plan.



City of Oceanside - Loma Alta Creek Ultraviolet Treatment Facility - Project No. 712.858240 - Bid Opening Results May 1, 2007

Item	Description	Orion Construction Corp.	Stanek Constructors Inc	Faris Construction	RIHA Construction Company	SEMA Construction
1	Loma Alta Creek Ultraviolet Treatment Facility	\$2,560,000.00	\$2,570,000.00	\$2,700,000.00	\$2,809,999.00	\$2,868,733.65
2	Demolition of Existing Fence and Installation of CMU Wall	\$97,000.00	\$162,800.00	\$100,000.00	\$99,500.00	\$85,000.00
3	Demolition and Relocation of Existing Trash Disposal Ramp	\$29,000.00	\$25,880.65	\$12,000.00	\$11,000.00	\$6,000.00
4	Increase of Total Length of Piles	\$7,020.00	\$7,560.00	\$8,000.00	\$6,480.00	\$8,100.00
5	Decrease of Total Length of Piles	(\$4,590.00)	(\$7,560.00)	(\$5,000.00)	(\$1,944.00)	\$5,400.00
6	Increase Number of Piles	\$13,200.00	\$18,000.00	\$15,000.00	\$16,248.00	\$18,600.00
7	Increase in Number of Pile Load Tests	\$1,200.00	\$1,200.00	\$3,000.00	\$1,200.00	\$2,000.00
8	Prepurchase Pumps as Manufactured by Essco Pumps and Controls	\$62,834.00	\$62,834.00	\$62,834.00	\$62,834.00	\$62,834.00
9	Prepurchase UV Reactors as Manufactured by Aquionics Inc	\$381,735.00	\$381,735.00	\$381,735.00	\$381,735.00	\$381,735.00
10	Prepurchase Fine-Screen as Manufactured by Infilco-Deqromont	\$249,800.00	\$249,800.00	\$249,800.00	\$249,800.00	\$249,800.00
11	Sales Tax for Items 10 & 11	\$228,669.00	\$228,669.00	\$228,669.00	\$228,669.00	\$228,669.00
12		\$37,081.35	\$37,081.35	\$37,081.35	\$37,081.35	\$37,081.35
	TOTAL	\$3,662,949.35	\$3,738,000.00	\$3,793,119.35	\$3,902,602.35	\$3,953,953.00

Type of Work by Subcontractor	Orion Construction Corp.		Stanek Constructors Inc		Faris Construction		RIHA Construction Company		SEMA Construction	
	Subcontractors Name & Items	Subcontractors Name & Items	Subcontractors Name & Items	Subcontractors Name & Items	Subcontractors Name & Items	Subcontractors Name & Items	Subcontractors Name & Items	Subcontractors Name & Items	Subcontractors Name & Items	Subcontractors Name & Items
Structural Steel	Pacific Coast Steel, San Diego (619) 286-3405 Items 1,2,3,4,5			Allied Steel, Yorba Linda (714) 221-1522 Item 1	Allied Steel, Yorba Linda (714) 221-1522 Item 1			Allied Steel, Yorba Linda (714) 221-1522 Item 1	Allied Steel, Yorba Linda (714) 221-1522 Item 1	
Augered Piles	Anderson Drilling, Lakeside (619) 443-3891 Items 1,4,5,6,7	Anderson Drilling, Lakeside (619) 443-3891 Items 1,4,5,6,7		Anderson Drilling, Lakeside (619) 443-3891 Items 1,4,5,6,7	Anderson Drilling, Lakeside (619) 443-3891 Items 1,4,5,6,7			Anderson Drilling, Lakeside (619) 443-3891 Items 4,5,6,7	Anderson Drilling, Lakeside (619) 443-3891 Items 4,5,6,7	
A. C. Paving	JD Paving, San Marcos (760) 233-2980 Item 1	Applied Paving Co, Anaheim (714) 632-7484 Item 1		JD Paving, San Marcos (760) 233-2980 Item 1	JD Paving, San Marcos (760) 233-2980 Item 1			Western Paving, Irwindale (626) 338-7889 Item 1	Imperial Paving, Whittier Item 1	
Masonry	Ditman Masonry, San Diego (658) 452-5042 Item 1, 2	Ditman Masonry, San Diego (858) 452-5042 Item 1, 2		Williams & Sons, Lakeside (619) 443-1751 Items 1, 2	Ditman Masonry, San Diego (858) 452-5042 Item 1, 2			Ditman Masonry, San Diego (858) 452-5042 Item 1, 2	Ditman Masonry, San Diego (858) 452-5042 Item 1, 3	
HVAC	WR Robins, Oceanside (760) 450-0777 Item 1	ACCO Eng Systems, San Diego (858) 695-3977 Item 1		Luber Mechanical, Santee Item 1						
Dewatering	Griffin Dewatering Corp, Ontario (909) 986-4498 Item 1			Griffin Dewatering Corp, Ontario (909) 986-4498 Item 1	Griffin Dewatering Corp, Ontario (909) 986-4498 Item 1			Griffin Dewatering Corp, Ontario (909) 986-4498 Item 1	Griffin Dewatering Corp, Ontario (909) 986-4498 Item 1	
Electrical and Instrumentation	Southern Contracting, San Marcos (760) 744-0760 Item 1	Southern Contracting, San Marcos (760) 744-0760 Item 1		Southern Contracting, San Marcos (760) 744-0760 Item 1	Southern Contracting, San Marcos (760) 744-0760 Item 1			Southern Contracting, San Marcos (760) 744-0760 Item 1	Southern Contracting, San Marcos (760) 744-0760 Item 1	
Stucco	Borneman Plastering, El Cajon (619) 440-2917 Items 1, 2			Standard Drywall, Lakeside Item 1				E.L. Hobbs, Alpine Item 1	Pacific Wall Systems, Anaheim	
Painting	KNK Painting, Temecula (951) 296-5301 Item 1								Saunders & McMillian, Riverside	
Concrete	Rick Fowler Construction, Julian (760) 271-1222 Item 1							Bighorn Construction, Vista Item 1, 2		
Roofing		Applied Roof Engineering, Corona (951) 278-9164 Item 1							Applied Roof Engineering, Corona (951) 278-9164 Item 1	
Rebar		Minshew Brothers, Lakeside (619) 561-5700 Item 1, 2		Minshew Brothers, Lakeside (619) 561-5700 Item 1, 2, 4, 5, 6	Minshew Brothers, Lakeside (619) 561-5700 Item 1, 4, 5				Pacific Coast Steel, San Diego (619) 286-3405 Item 1	
Demo/Earthwork				Southern CA Grading, Irvine (949) 551-6655 Item 1, 2, 3						
Piping and Valves				HPS Mechanical, Bakerfield (661) 397-2121 Item 1					Ahrens, San Diego Item 1	
Sheet/Misc Metal									Lemon Grove Sheet Metal, Lemon Grove Item 1	

City of Oceanside - Loma Alta Creek Ultraviolet Treatment Facility - Project No. 712.858240 - Bid Opening Results May 1, 2007

Item	Description	Newest Construction	Gantry Constructors, Inc	Griffith Company	Wier Construction	Metro Builders & Engineers Group LTD
1	Loma Alta Creek Ultraviolet Treatment Facility	\$2,940,682.00	\$2,770,946.65	\$3,333,500.00	\$3,665,811.85	\$3,710,035.00
2	Demolition of Existing Fence and Installation of CMU Wall	\$61,600.00	\$150,000.00	\$123,000.00	\$43,822.40	\$135,000.00
3	Demolition and Relocation of Existing Trash Disposal Ramp	\$10,000.65	\$100,000.00	\$24,400.00	\$99,974.80	\$21,500.00
4	Increase of Total Length of Piles	\$5,724.00	\$6,480.00	\$16,362.00	\$6,588.00	\$8,640.00
5	Decrease of Total Length of Piles	(\$5,724.00)	\$54.00	\$12,150.00	\$5,872.23	(\$6,480.00)
6	Increase Number of Piles	\$13,950.00	\$15,600.00	\$30,300.00	\$13,828.00	\$13,200.00
7	Increase in Number of Pile Load Tests	\$1,200.00	\$1,000.00	\$29,300.00	\$4,187.00	\$12,000.00
8	Prepurchase Pumps as Manufactured by Essco Pumps and Controls	\$62,834.00	\$62,834.00	\$62,834.00	\$62,834.00	\$62,834.00
9	Prepurchase Filters as Manufactured by Parkson Corp	\$381,735.00	\$381,735.00	\$381,735.00	\$381,735.00	\$381,735.00
10	Prepurchase UV Reactors as Manufactured by Aquionics Inc	\$249,800.00	\$249,800.00	\$249,800.00	\$249,800.00	\$249,800.00
11	Prepurchase Fine-Screen as Manufactured by Infilco-Degremont	\$228,669.00	\$228,669.00	\$228,669.00	\$228,669.00	\$228,669.00
12	Sales Tax for Items 10 & 11	\$37,081.35	\$37,081.35	\$37,081.35	\$37,081.35	\$37,081.35
	TOTAL	\$3,987,552.00	\$4,004,200.00	\$4,529,131.35	\$4,802,703.64	\$4,853,015.00

Type of Work by Subcontractor	Newest Construction		Gantry Constructors, Inc		Griffith Company		Wier Construction		Metro Builders	
	Subcontractors Name & Items	Subcontractors Name & Items	Subcontractors Name & Items	Subcontractors Name & Items	Subcontractors Name & Items	Subcontractors Name & Items	Subcontractors Name & Items	Subcontractors Name & Items	Subcontractors Name & Items	
Structural Steel		Allied Steel, Yorba Linda (714) 221-1522 Item 1					Pacific Coast Steel, San Diego (619) 286-3405 Items 1,3,4,5,6,7			
Augered Piles		Anderson Drilling, Lakeside (619) 443-3891 Items 1,4,5,6,7					Anderson Drilling, Lakeside (619) 443-3891 Items 1,4,5,6,7		Anderson Drilling, Lakeside (619) 443-3891	
A. C. Paving		Western Paving, Irwindale (626) 338-7889 Item 1								
Masonry		Dilman Masonry, San Diego (858) 452-5042 Item 1							Dilman Masonry, San Diego (858) 452-5042 Item 1, 3	
HVAC		Foothill Engineering, Corona (909) 737-5391 Item 1							Griffin Dewater, Ontario (909) 986-4498 Item 1	
Dewatering		Southern Contracting, San Marcos (760) 744-0760 Item 1							Hanlon Electric, Vista (760) 941-5562 Item 1	
Electrical and Instrumentation		Standard Drywall, Lakeside Item 1							SDI, Lakeside (619) 443-7034 Item 1, 3	
Stucco									DM Clemons Painting, Torrance (310) 214-5453 Item 1, 2	
Painting		Bighorn Construction, Vista Item 1								
Concrete		Castlerock Roof, Orange Item 1							JT Roofing, Riverside (951) 784-7663 Item 1	
Roofing		Minshew Brothers, Lakeside (619) 561-5700 Item 1							Pacific Coast Steel, San Diego (619) 286-3405 Item 1, 2	
Rebar										
Demo/Earthwork										
Piping and Valves									Brutech Pipeline, Encinitas (760) 634-2822 Item 1	
Sheet/Misc Metal									Crane Veyor Corp, Del Monte (626) 442-1524 Item 1	

Loma Alta Creek Ultra Violet Treatment Facility
Construction Management Inspection Services - RFP Mailing List

Company	Address	City	State	Zip	First Name	Last Name	Phone	Fax
RW Beck, Inc.	4167 Avenida De La Plata, Suite 115	Oceanside	CA	92056	John	Christopher	760-643-9617	
Infrastructure Engineering Corporation	717 Pier View Way	Oceanside	CA	92054	Preston	Lewis	760-529-0729	
Cornerstone Engineering, Inc.	620 Mission Avenue	Oceanside	CA	92054	Steve	Barger	760-722-3495	
PBS&J	2303 Nicklaus Drive	Oceanside	CA	92056	Skip	Griffin		
Water 3 Engineering, Inc.	702 Civic Center Drive	Oceanside	CA	92054	Don	Bunts	760-737-6195	
Carollo Engineers	4167 Avenida De La Plata, Suite 114	Oceanside	CA	92056	Dennis	Wood		
Tetra Tech ASL, Inc.	2141 El Camino Real, Suite J	Oceanside	CA	92054	Howard/Steve	Arnold/Tedesco	760-754-0550	
Boyle	4167 Avenida de La Plata, Suite 114	Oceanside	CA	92056	Jeff/Anders	Marchioro/Egense	760-726-0783	858-292-7432
RBF Consulting	9755 Clairemont Mesa Blvd., Suite 100	San Diego	CA	92124	Diane	Apodaca	858-614-5025	
Harris & Associates	750 B Street, Suite 1800	San Diego	CA	92101	Byron	Tobey, Jr.	619-236-1778	
Pountney Consulting Group, Inc.	4455 Murphy Canyon Road, Suite 200	San Diego	CA	92123	Peter/Karen	Pountney/Santoro	858-576-9200	
Hirsch & Company	4499 Ruffin Road, Suite 300	San Diego	CA	92123	John	Harris	619-563-4545	
Dokken Engineering	9665 Chesapeake Drive, Suite 435	San Diego	CA	92123	Chris	Johnson	858-514-8377	
Parsons Brinckerhoff	401 B Street, Suite 1450	San Diego	CA	92101	John	O'Donnell, P.E.	619-338-9376	
Parsons Engineering Science, Inc.	110 West A Street, Suite 1050	San Diego	CA	92101	Gregory/Richard	McBain/Trembath		
Richard Brady & Associates	4909 Murphy Canyon Road, Suite 220	San Diego	CA	92123	Richard	Brady		

**Loma Alta Creek Ultraviolet Treatment Facility - Construction Management and
Inspection Services - 711.667112**

CITY OF OCEANSIDE

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into this ___ day of _____, 2007, by and between the CITY OF OCEANSIDE, a municipal corporation, hereinafter designated as "CITY", and CAROLLO ENGINEERS, hereinafter designated as "CONSULTANT".

RECITALS

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

NOW, THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

- 1.0 **SCOPE OF WORK.** The CONSULTANT will provide construction management and inspection services for the Loma Alta Creek Ultraviolet Treatment Facility more particularly described in the scope of work dated April 24, 2007 and attached hereto and incorporated as Exhibit A.
- 1.1 **PROFESSIONAL SERVICES PROVIDED BY CONSULTANT.** The professional services to be performed by CONSULTANT shall consist of but not be limited to the following:
 - 1.1.1 Work closely with the Water Utilities Director in performing work in accordance with this Agreement in order to receive clarification as to the result which the CITY expects to be accomplished by CONSULTANT. The Water Utilities Director, under the authority of the City Manager, shall be the CITY'S authorized representative in the interpretation and enforcement of all work performed in connection with this Agreement. The Water Utilities Director may delegate

Loma Alta Creek Ultraviolet Treatment Facility - Construction Management and Inspection Services - 711.667112

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

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i. Attend meetings with the Water Utilities Director or his designees.

1.2 **SERVICES PROVIDED BY CITY.** The CITY shall perform the following services:

1.2.1 Provide access to all public improvement plans and records and furnish one copy of drawings and reports requested.

1.2.2 Obtain all necessary permits from other regulatory agencies and other Departments. CONSULTANT shall participate in the completion of such forms but CITY will submit these and pay for any applicable fees.

1.2.3 Upon request, verify the location of existing CITY owned utilities.

1.2.4 Provide all legal advertising mailings and postings required.

1.2.5 Duplicate all final plans and specifications.

1.2.6 Provide overall project management.

1.2.7 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 2.2. Failure by CONSULTANT to strictly adhere to these timing requirements may result in termination of this Agreement by the CITY and the assessment of damages against the CONSULTANT for delays.

2.2 CONSULTANT shall submit all requests for extensions of time for performance in writing to the Water Utilities Director no later than ten (10) calendar days after the start of the condition which purportedly caused the delay, and not later than the date on which performance is due. The Water Utilities Director shall review all such requests and may grant reasonable time extensions for unforeseeable delays which are beyond CONSULTANT'S control.

2.3 For all time periods not specifically set forth herein, the CONSULTANT shall respond in the most expedient and appropriate manner under the circumstances, by either telephone, fax hand delivery or mail.

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- 3.0 **DESIGN CRITERIA AND STANDARDS.** All work shall be performed in accordance with applicable CITY, state and federal codes and criteria. In the performance of its professional services, CONSULTANT shall use the degree of care and skill ordinarily exercised by CONSULTANT under similar conditions.

All plans shall be ink drawn on standard mylar sheets available from the CITY at no cost to CONSULTANT. Contract specifications shall conform to the CITY'S specification procedures and the format of the CITY'S standard form Contract Documents for Public Works Construction.

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

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

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

- 6.0 **WORKERS' COMPENSATION.** Pursuant to Labor Code section 1861, the CONSULTANT hereby certifies that the CONSULTANT is aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance 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

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general liability insurance, covering all operations of CONSULTANT, its agents and employees, performed in connection with this Agreement including, but not limited to, premises and automobile.

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

Comprehensive General Liability Insurance
(bodily injury and property damage)

Combined Single Limit Per Occurrence	\$ 1,000,000
General Aggregate	\$ 2,000,000*

Commercial General Liability Insurance
(bodily injury and property damage)

General limit per occurrence	\$ 1,000,000
General limit project specific	\$ 2,000,000

Automobile Liability Insurance \$ 1,000,000

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

7.2.1 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.

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- 7.4 All insurance companies affording coverage to the CONSULTANT pursuant to this Agreement shall be insurance organizations authorized by the Insurance Commissioner of the State of California to transact business of insurance in the state or be rated as A-X or higher by A.M. Best.
- 7.5 All insurance companies affording coverage shall provide thirty (30) days written notice to the CITY should the policy be cancelled before the expiration date. For the purposes of this notice requirement, any material change in the policy prior to the expiration shall be considered a cancellation.
- 7.6 CONSULTANT shall provide evidence of compliance with the insurance requirements listed above by providing a Certificate of Insurance and applicable endorsements, in a form satisfactory to the City Attorney, concurrently with the submittal of this Agreement.
- 7.7 CONSULTANT shall provide a substitute Certificate of Insurance no later than thirty (30) days prior to the policy expiration date. Failure by the CONSULTANT to provide such a substitution and extend the policy expiration date shall be considered a default by CONSULTANT and may subject the CONSULTANT to a suspension or termination of work under the Agreement.
- 7.8 Maintenance of insurance by the CONSULTANT as specified in this Agreement shall in no way be interpreted as relieving the CONSULTANT of any responsibility whatsoever and the CONSULTANT may carry, at its own expense, such additional insurance as it deems necessary.
- 8.0 **PROFESSIONAL ERRORS AND OMISSIONS INSURANCE.** Throughout the duration of this agreement and four (4) years thereafter, the CONSULTANT shall maintain professional errors and omissions insurance for work performed in connection with this Agreement in the minimum amount of One Million dollars (\$1,000,000).

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

- 9.0 **CONSULTANT'S INDEMNIFICATION OF CITY.** CONSULTANT shall indemnify and hold harmless the CITY and its officers, agents and employees against all claims 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

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CITY, its officers, agents or employees. CONSULTANT'S indemnification shall include any and all costs, expenses, expert fees, attorneys' fees and liability assessed against or incurred by the CITY, its officers, agents or employees in defending against such claims or lawsuits, whether the same proceed to judgment or not. Further, CONSULTANT, at its own expense, shall, upon written request by the CITY, defend any such suit or action brought against the CITY, its officers, agents or employees resulting or arising from the tortuous acts or omissions of the CONSULTANT.

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

- 10.0 **ERRORS AND OMISSIONS.** In the event that the Water Utilities Director determines that the CONSULTANT'S negligence, misconduct, errors or omissions in the performance of work under this Agreement has resulted in expense to CITY greater than would have resulted if there were no such negligence, errors or omissions in the plans or contract specifications, CONSULTANT shall reimburse CITY for the additional expenses incurred by the CITY, including engineering, construction and/or restoration expense. Nothing herein is intended to limit CITY'S rights under Sections 7, 8 or 9.
- 11.0 **NO CONFLICT OF INTEREST.** The CONSULTANT shall not be financially interested in any other CITY contract for this project. For the limited purposes of interpreting this section, the CONSULTANT shall be deemed a "City officer or employee", and this Section shall be interpreted in accordance with Government Code section 1090. In the event that the CONSULTANT becomes financially 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.

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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 \$325,900.

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 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.

**Loma Alta Creek Ultraviolet Treatment Facility - Construction Management and
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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:

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

TO CONSULTANT:

Dennis Wood
Carollo Engineers
4167 Avenida De La Plata, Suite 114
Oceanside, CA 92056

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:

**Loma Alta Creek Ultraviolet Treatment Facility -
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CAROLLO ENGINEERS

By: *Paul Weiss* / CEO
Name/Title

By: *Nancy* / Secretary
Name/Title

86-0899222
Employer ID No.

CITY OF OCEANSIDE

By: _____
Peter A. Weiss, Interim City Manager

APPROVED AS TO FORM:

Paul Hamilton ASST.
City Attorney

NOTARY ACKNOWLEDGMENTS OF CONSULTANT MUST BE ATTACHED.

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California)

County of Contra Costa)

On May 21, 2007 before me, Virginia K. Elliott Notary Public
(here insert name and title of the officer)

personally appeared GARY C. Deis and B. Narayanan

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

WITNESS my hand and official seal.

Virginia K. Elliott
 Signature of Notary Public



(Seal)

ADDITIONAL OPTIONAL INFORMATION

INSTRUCTIONS FOR COMPLETING THIS FORM

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

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

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date _____

(Additional information)

CAPACITY CLAIMED BY THE SIGNER

Individual (s)

Corporate Officer

(Title)

Partner(s)

Attorney-in-Fact

Trustee(s)

Other _____

EXHIBIT A

LOMA ALTA CREEK ULTRAVIOLET TREATMENT FACILITY (712-85-8240)

CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES SCOPE OF WORK

April 24, 2007

This project includes Construction Management and Inspection Services for construction of the subject project at the La Salina Wastewater Treatment Plant. The CONSULTANT will provide a Construction Manager that will provide interface with both the CITY and Contractor, act as the designated representative of the City Engineer, provide on-site inspection, and coordinate part-time specialty inspection, material testing, and surveying. The Construction Manager will interface with the design team, monitor permit requirements, and interface with the plant operations staff. The CONSULTANT's work effort is presented below.

SCOPE OF WORK

1. Administer the contract with the construction contractor by providing construction management duties to oversee and report his activities and progress.
2. Process contract documents such as shop drawings, Request For Information (RFIs), Request For Proposals (RFPs), Change Orders (COs), potential claims, and in general, administer the contract.
3. Provide on-site inspection of the Contractor's work.
4. Provide and monitor material tests for conformance for workmanship and quality per the plans and specifications.
5. Provide survey required to establish control and to check Contractor's work.
6. Review the Contractor's monthly partial payments for accuracy. Identify any discrepancies to the Contractor, resolve differences, and make final recommendations to the CITY for approval of payment.
7. Review the Contractor's request for extensions of time and make recommendations to the CITY.
8. Arrange and conduct routine progress meetings attended by the construction Contractor, subcontractors, the CITY, and others that may be impacted by the project. Record and distribute minutes of each meeting. Prior to work at the site, the meetings would be monthly.
9. Meet with the City's Project Manager on a weekly basis to discuss work status, two-week schedule, and other issues.

10. Assist the CITY in project closeout. The CONSULTANT will develop a deficiency list for various areas of work, notify Contractor, and re-inspect as required. Conduct final inspection in the presence of the CITY, design team, and Contractor. Prepare a final list of items found to be incomplete. Re-inspect as required. Administer specification final acceptance requirements. Upon final inspection and satisfactory completion of all contact work. The CONSULTANT will recommend final acceptance of the project to the CITY.

TIME OF PERFORMANCE

The scope of work presented herein for covers work-related tasks that will be required for a 330-day construction period. Should the construction period exceed this allotted time, an Amendment to this contract may be required to extend the required services through the completion of construction. CITY and CONSULTANT agree to review the job progress at the mid-point period in accordance with the construction schedule to determine the projects effort required to complete job tasks and to make the appropriate adjustments in the agreements.

CITY OF OCEANSIDE

LOMA ALTA CREEK ULTRAVIOLET TREATMENT FACILITY

CONSTRUCTION PERIOD SERVICES

WORK ELEMENT	Wood	Galka	Crowell	Johnson	Duose	Tang	Jumbo	Word Processing	Other Direct Costs	Carollo Total
PHASE 4 - CONSTRUCTION SERVICES										
1. Project Management	8	0	16	0	0	0	0	4	\$ 238	\$ 4,666
2. Preconstruction Conference	4	0	0	0	0	0	0	1	\$ 43	\$ 980
3. Design Clarifications and Request for Information (RFI)	2	4	64	16	32	32	12	0	\$ 1,377	\$ 27,367
4. Technical Meetings	8	0	8	0	4	0	4	2	\$ 221	\$ 4,495
5. Monthly Progress Meetings and Site Visits	20	0	12	0	4	4	4	6	\$ 425	\$ 8,907
6. Review Change Order Proposals	4	0	4	1	1	1	1	0	\$ 102	\$ 2,222
7. Review Shop Drawings	4	2	80	16	32	32	12	0	\$ 1,513	\$ 29,973
8. Substantial Completion (Punch List)	0	0	0	0	0	4	4	0	\$ 68	\$ 1,388
9. Final Inspection	2	0	0	0	0	0	0	0	\$ 17	\$ 447
										\$ 80,445
STAFF TOTAL	52	6	184	33	73	73	37	13		
RATE	\$ 215	\$ 180	\$ 150	\$ 180	\$ 150	\$ 180	\$ 150	\$ 77		
COST TOTAL	\$ 11,180	\$ 1,080	\$ 27,600	\$ 5,940	\$ 10,950	\$ 13,140	\$ 5,550	\$ 1,001	\$ 4,004	\$ 80,445

(Fee covers 330 days)

EXHIBIT A

**CAROLLO ENGINEERS, PC
FEE SCHEDULE**

**As of March 1, 2007
California**

	<u>Hourly Rate</u>
Engineers/Scientists	
Assistant Professional	\$122.00
Professional	157.00
Project Professional	187.00
Lead Project Professional	202.00
Senior Professional	222.00
Senior Process Specialist	300.00
Technicians	
Technicians	95.00
Senior Technicians	135.00
Construction Services	
Inspector	116.00
Senior Inspector	126.00
Senior Construction Manager	191.00
Support Staff	
Document Processing/Clerical	85.00
Project Equipment Communication Expense (PECE) Per DL Hour	9.00
Other Direct Expenses	
Travel and Subsistence	at cost
Mileage	.485/mile
Subconsultant	cost + 10%
Other Direct Cost	cost + 10%
Expert Witness	Rate x 2.0