ITEM NO. 6

STAFF REPORT

CITY OF OCEANSIDE

DATE: July 9, 2008

TO: Honorable Mayor and City Council Members

FROM: Water Utilities Department

SUBJECT: **APPROVAL OF A PROFESSIONAL SERVICES AGREEMENT IN AN AMOUNT NOT TO EXCEED $59,962 TO MERKEL AND ASSOCIATES, INC., OF SAN DIEGO FOR THE ANNUAL INSPECTION, MAINTENANCE AND HYDROGRAPHIC SURVEY OF THE OCEAN OUTFALL, AND AUTHORIZATION FOR THE CITY MANAGER TO EXECUTE THE AGREEMENT**

SYNOPSIS

Staff and the Utilities Commission recommend that the City Council approve a professional services agreement in an amount not to exceed $59,962 to Merkel and Associates, Inc., of San Diego for the annual inspection, maintenance and hydrographic Survey of the Ocean Outfall, and authorize the City Manager to execute the agreement.

BACKGROUND

The City of Oceanside's Ocean Outfall extends from the La Salina Wastewater Treatment Plant into the Pacific Ocean. (Exhibit A) The Outfall, completed in 1975, carries effluent from the San Luis Rey Wastewater Treatment Plant, the Mission Basin Reverse Osmosis Plant, the La Salina Wastewater Treatment Plant, the Fallbrook Wastewater Treatment Plant, and Camp Pendleton United States Marine Corps Wastewater Treatment Plant. The average discharge from the ocean outfall is approximately 17.5 million gallons per day (MGD).

The 1.5-mile long outfall is constructed of 36-inch ID steel pipe with a 1-inch thick cement mortar interior lining and a 2.75-inch-thick cement mortar outer jacket. The ocean outfall pipe is buried in the sand as it proceeds offshore from the La Salina Wastewater Treatment Plant, emerging from the sand in approximately 20 feet of water. The pipe follows the natural slope of the seafloor to its termination about 8,000 feet from shore. Effluent is discharged through a 260-foot-long diffuser section at the end of the outfall pipe at a depth of approximately 100 feet under water.

ANALYSIS

This is an inspection of the entire outfall, kelp clearing, manhole inspection, diffuser port maintenance, documentation of interior deposits under all 24 diffuser ports, cathodic protection evaluation, photographic documentation and hydrographic survey. The work will take 5 months to complete

Ocean Outfall Survey History:
1993 - Completed an outfall ballast project
1996 - Completed a single-beam outfall survey
2000 - Completed a multibeam outfall survey

In April 2008, a request for proposals was sent to three firms. One proposal and two letters declining to participate in the request for proposals were received. Merkel and Associates, Inc. proposed $59, 962 to complete this project.

FISCAL IMPACT

The Ocean Outfall Inspection (722.865487) has a projected FY 2007-08 carry forward balance of $123,194.68. There are sufficient funds available for this request.

COMMISSION OR COMMITTEE REPORT

The Utilities Commission approved staff's recommendation at its regularly scheduled meeting on June 17, 2008.

CITY ATTORNEY'S ANALYSIS

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

RECOMMENDATIONS

Staff and the Utilities Commission recommend that the City Council approve a professional services agreement in an amount not to exceed $59,962 to Merkel and Associates, Inc., of San Diego for the annual inspection, maintenance and hydrographic Survey of the Ocean Outfall, and authorize the City Manager to execute the agreement.

PREPARED BY:

Greg Blakely
Administration Manager

SUBMITTED BY:

Peter A. Weiss
City Manager

Exhibit A: Site Map

REVIEWED BY:

Michelle Skaggs Lawrence, Deputy City Manager

Lonnie Thibodeaux, Water Utilities Director

Teri Ferro, Financial Services Director

Oceanside Ocean Outfall

OCEAN OUTFALL INSPECTION, MAINTENANCE AND HYDROGRAPHIC SURVEY - 722.865487

CITY OF OCEANSIDE

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into this ___day of _____, 2008, by and between the CITY OF OCEANSIDE, a municipal corporation, hereinafter designated as "CITY", and MERKEL AND ASSOCIATES, INCORPORATED, hereinafter designated as "CONSULTANT".

NOW, THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1.0 **SCOPE OF WORK.** CONSULTANT shall perform general inspection of the entire outfall, kelp clearing, manhole inspection, diffuser port maintenance, documentation of interior deposits under all 24 diffuser ports, cathodic protection evaluation, photographic documentation and hydrographic survey as described in the CONSULTANTS proposal dated April 18, 2008 and attached hereto and incorporated herein as Exhibit A.

A. GENERAL INSPECTION CRITERIA
1. Evidence of spalling of the exposed concrete surfaces;
2. Cracks or other deficiencies in the outfall;
3. Joint integrity;
4. Leaks or evidence of degradation;
5. Potential hazards;
6. Areal extent, type and density of bio-fouling;
7. Attrition or the loss of efficacy of the ballast material as a result of physical, biological, or geologic processes;
8. Grading of ballast according to size as a result of oceanographic forces;
9. Scour the nearby marine sediments, man-made debris and condition of diffuser ports.

B. KELP CLEARING. Removal of all kelp to allow efficient inspection of the outfall pipe, manhole inspection, diffuser port maintenance, video documentation and removal of all kelp that could cause ballast movement.

C. OUTFALL MONUMENTATION. Subsurface survey markers will be placed along the outfall. All markers will be labeled with umbers corresponding to the station number for the marker location. These markers will be used by inspectors for positioning and noting outfall conditions and also providing visual stationing on the video documentation.

D. MANHOLE INSPECTION.

1. Visual inspection of each cover and riser for mechanical/structural integrity (leaks, fractures, gasket, concrete spalling, etc.);
2. Measurement of the thickness of the bio-fouling and corrosion layers at each manhole cover;
3. Measurement of the zenith angle of each riser;
4. Measurement of the potential of exposed metal surfaces to sea water with a Silver/Silver-Chloride reference cell;
5. Inspection of the condition of the ballast and ocean bottom in the immediate vicinity of the manhole;
6. Estimation of the percent of available surface area of ballast and pipeline to which kelp (Macrocystis sp.) has become attached.

E. MANHOLE #1 INSPECTION. Thoroughly inspect impact damage on offshore side of manhole #1. The damage to manhole #1 was documented in the 1997 Ocean Outfall Inspection Report. A copy of the 1997 Ocean Outfall Inspection Report will be provided to the contractor who is awarded the outfall inspection bid.

F. DIFFUSER PORT MAINTENANCE. Check and clean all diffuser ports that show flow restrictions from debris, kelp and sea growth. Include a final report on the condition of all diffuser ports.

G. INTERIOR INSPECTION OF DIFFUSER SECTION. Document with sonar readings or another type of recordable documentation, the interior deposits under all 24 diffuser ports. Readings shall be taken without the removal of any flange or elbow assemblies at the flow port locations. Concentrate on detail on the known deposits at the last (6) offshore ports. A copy of the 2007 Ocean Outfall Inspection Report will be provided to the contractor who is awarded the outfall inspection bid.

H. CATHODIC PROTECTION EVALUATION. The potential of exposed metal surfaces will be measured to seawater using a silver/Silver Chloride (Ag/AGC1) reference cell.

I. PHOTOGRAHIC DOCUMENTATION. Provide a DVD video documentation of the entire outfall corridor. A continuous video down the centerline of the ballast pile with visual indication of position every 100 feet is required.

J. OUTFALL HYDROGRAPHIC SURVEY. Complete an Outfall Hydrographic Survey using a Multibeam Transducer System with an inertial reference unit to compensate for vessel motions to collect the sounding data.
The survey area will be approximately 300 feet either side of the outfall centerline for the entire navigable length of the outfall. The survey will match the

specifications required by the Army Corps of Engineers for a Class 1 Survey which states that the horizontal accuracy must be - + 3m and the vertical accuracy must be - +3m. Position, depth, attitude and acceleration data will be recorded at a rate of several times per second during the survey. Heave, pitch and roll responses from wave induced vessel motions will be corrected by applying the acceleration and attitude data, tidal offsets in the soundings will be corrected by applying tidal corrections obtained from a NOAA tide station and zoned to the survey area.

Survey and conduct a visual inspection of the ballast rock along the entire Ocean Outfall Corridor. Check if the ballast pile is stable, displacement of ballast rock, analysis of the data that the ballast rock is providing excellent protection forth entire Ocean Outfall Corridor.

Ocean Outfall Survey History:
1993 - Completed a outfall ballast project
1996 - Completed a single beam outfall survey
2000 - Completed a multibeam outfall survey

H. REPORT. A final written report will be provided summarizing the ocean outfall inspection, kelp clearing, manhole inspections, diffuser port maintenance, interior inspection of diffuser section, cathodic protection system evaluation, photographic documentation, hydrographic survey and a comparison analysis from past outfall hydrographic surveys. The final written report is to include graphics, photographs, and DVD video to aid in the understanding of the written descriptions. Provide three copies of the final written ocean outfall inspection, maintenance, and hydrographic report and DVD video discs.

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 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 Paul Hojo.

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.

1.2 **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.

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.

3.0 **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.

4.0 **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.

5.0 **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 6.3 through 6.8 of this Agreement.

6.0 **LIABILITY INSURANCE.**

6.1 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.

6.2 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.

6.2.1 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.

6.3 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.

6.4 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.

6.5 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.

6.6 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.

6.7 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.

6.8 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.

7.0 **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.

8.0 **CONSULTANT'S INDEMNIFICATION OF CITY.** CONSULTANT shall indemnify and hold harmless the CITY and its officers, agents and employees against all direct claims or lawsuits for damages to persons or property to the extent arising out of the negligent acts, errors, omissions or wrongful acts or conduct of the CONSULTANT or its employees, agents, subcontractors or others in connection with the execution of the work covered by this Agreement, except for those claims arising from the willful misconduct , sole negligence or active negligence of the CITY, its officers, agents or employees. CONSULTANT'S indemnification shall include any and all costs, expenses, 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.

9.0 **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.

10.0 **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.

11.0 **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.

12.0 **COMPENSATION.**

12.1 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 $ 59,962.

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.

12.2 CONSULTANT shall maintain accounting records including the following information:

12.2.1 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.

12.2.2 All incidental expenses including reproductions, computer printing, postage, mileage and subsistence.

12.3 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.

13.0 **TERMINATION OF AGREEMENT.** Either party may terminate this Agreement by providing thirty (30) days written notice to the other party.

If any portion of the work is terminated or abandoned by the CITY, then the CITY shall pay CONSULTANT for any work completed up to and including the date of termination or abandonment of this Agreement, in accordance with Section 13. The CITY shall be required to compensate CONSULTANT only for work performed in accordance with the Agreement up to and including the date of termination.

14.0 **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.

15.0 **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.

16.0 **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.

17.0 **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.

18.0 **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.

19. **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:

Keith W. Merkel
Merkel & Associates
5434 Ruffin Road
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.

OCEAN OUTFALL INSPECTION, MAINTENANCE AND HYDROGRAPHIC SURVEY - 722.865487

20.0 **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:

OCEAN OUTFALL INSPECTION, MAINTENANCE AND HYDROGRAPHIC SURVEY - 722.865487

MERKEL & ASSOCIATES, INC.

By: Barbara L Merkel, President
Name/Title

By: Kelly Merkel, Secretary
Name/Title

33-0632638
Employer ID No.

CITY OF OCEANSIDE

By: _____
Peter A. Weiss,

APPROVED AS TO FORM:

Bridgette Hamilton, ASST.
City Attorney

NOTARY ACKNOWLEDGMENTS OF CONSULTANT MUST BE ATTACHED.

CALIFORNIA JURAT WITH AFFIANT STATEMENT

☐ 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)

State of California

County of San Diego

Subscribed and sworn to (or affirmed) before me on this 3rd (Date) day of June (Month), 2008 (Year), by

(1) Barbara L. Merkel (Name of Signer),

proved to me on the basis of satisfactory evidence to be the person who appeared before me ☒ (,)

(and

(2) Keith W. Merkel (Name of Signer),

proved to me on the basis of satisfactory evidence to be the person who appeared before me.)

Signature _____ (Signature of Notary Public)

JENNIFER K. GRIFFIN
Commission # 1789741
Notary Public - California
San Diego County
My Comm. Expires Feb 9, 2012

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: Professional Services Agreement

Document Date: undated Number of Pages: 11

Signer(s) Other Than Named Above: City of Oceanside

RIGHT THUMBPRINT OF SIGNER #1	RIGHT THUMBPRINT OF SIGNER #2
Top of thumb here	Top of thumb here

©2007 National Notary Association • 9350 De Soto Ave., P.O. Box 2402 • Chatsworth, CA 91313-2402 • www.NationalNotary.org Item #5910 Reorder: Call Toll-Free 1-800-876-6827

Exhibit A

Merkel & Associates, Inc.
5434 Ruffin Road, San Diego, CA 92123
Tel: 858/560-5465 • Fax: 858/560-7779
e-mail: associates@merkelinc.com

April 18, 2008
M&A # 7-027-02

Mr. Paul Hojo, Chief Operator
La Salina Wastewater Treatment Plant
4925 Oceanside Blvd
Oceanside, CA 92056

Re: Request for Proposals For Ocean Outfall Inspection, Maintenance, and Hydrographic Survey

Dear Mr. Hojo:

Thank you for contacting Merkel & Associates, Inc. (M&A) regarding your need for Ocean Outfall Inspection and Maintenance services. Having conducted the 2007 inspection services for the City, we are familiar with the work requirements and your specific outfall. We have prepared the following scope of work and corresponding costs in response to your April 3, 2008 RFP faxed to Seth Jones at M&A.

SCOPE OF WORK

The scope of services to be provided under this proposal follows that specified in the "City of Oceanside Water Utilities Department Request for Proposals For Ocean Outfall Inspection, Maintenance, and Hydrographic Survey April 2008" document. This work includes the following elements as described in your RFP.

Task 1: General Inspection of the Entire Outfall
Under this scope item the entire length of the outfall within marine environments, except that segment buried in the sand, will be inspected. The outfall will be examined for failures of ballast materials, grading of ballast, accumulation of debris, or scouring and burial. Where the pipe is exposed, it will be examined for indications of spalling, joint integrity or failure, leaks, or other degradation. Biofouling and potential hazards to the integrity of the outfall will be noted.

Task 2. Kelp Clearing
Kelp will be removed from the outfall as needed to accommodate inspection of the outfall pipe, manholes, and diffuser ports. Kelp will also be removed where it compromises video survey or threatens the integrity of ballast as a result of increased hydrodynamic drag.

Task 3. Outfall Monumentation
Subsurface survey markers will be placed along the outfall. All markers will be labeled with numbers corresponding to the station number along the outfall. These markers will be used by inspectors for positioning and noting outfall conditions and also for providing visual stationing on the video documentation.

Task 4. Manhole Inspection
Manhole inspection will include the inspection of each cover and riser for integrity and any evidence of degradation. Work will include visual inspection of the covers, measurement of biofouling and corrosion at each manhole cover. Measurement of the zenith angle of each riser,

Tasks	Costs
Task 1: General Inspection of the Entire Outfall	*$3,965.00*
Task 2. Kelp Clearing	*$920.00*
Task 3. Outfall Monumentation	*$3,243.00*
Task 4. Manhole Inspection	*$1,429.00*
Task 5. Manhole #1 Inspection	*$461.00*
Task 6. Diffuser Port Maintenance	*$2,014.00*
Task 7. Interior Inspection of Diffuser Section	*$1,740.00*
Task 8. Cathodic Protection Evaluation	*$3,318.00*
Task 9. Photographic Documentation	*$1,120.00*
Task 10. Outfall Hydrographic Survey	*$35,738.00*
Task 11. Report	*$6,014.00*
TOTAL	***$59,962.00***

REFERENCES

Please consider the work we performed for the La Salina Outfall 2007 inspection as a project reference. We also encourage you to contact the following references regarding comparable work we have performed for them within the past year:

Project: **San Elijo Ocean Outfall Inspection Services – Year 2006**
Contact: Ms. Patricia Berge, P.E.
Client: San Elijo Joint Powers Authority
Address: 2695 Manchester Ave
Cardiff, CA 92007
Phone: 760-753-6203 x70
E-mail: berge@sejpa.org

Project: **Green's Creek Mine Ocean Outfall Monitoring and Outfall Inspection**
Contact: Mr. Pete Condon
Client: Kennecott Green's Creek Mining Company
Address: P. O. Box 32199
Juneau, AK 99803
Phone: 907-790-8474
E-mail: condonp@kennecott.com

We are very interested in providing the City of Oceanside with our expertise and thank you for the opportunity to submit this proposal. If you have any questions regarding this proposal, or need additional information, please feel free to contact M&A biologist, Seth Jones (Project Manager) (sjones@merkelinc.com), or me at (858) 560-5465.

Sincerely,

Keith W. Merkel
Principal Consultant