



DATE: May 18, 2011

TO: Honorable Mayor and City Councilmembers

FROM: Water Utilities Department

SUBJECT: **PROFESSIONAL SERVICES AGREEMENT WITH INFRASTRUCTURE ENGINEERING CORPORATION OF OCEANSIDE FOR THE PREPARATION OF THE 511 PUMP STATION TECHNICAL SPECIFICATIONS AND 30% DESIGN PLANS FOR THE MISSION BASIN DESALTING FACILITY EXPANSION PROJECT; CITY MANAGER TO ACT AS SIGNATORY TO ACCEPT GRANT FUNDING FROM THE UNITED STATES BUREAU OF RECLAMATION**

SYNOPSIS

Staff recommends that the City Council approve a professional services agreement in an amount not to exceed \$119,790 with Infrastructure Engineering Corporation of Oceanside for the preparation of the 511 Pump Station Technical Specifications and 30% Design Plans for the Mission Basin Desalting Facility Expansion project; authorize the City Manager to execute the agreement; and authorize the City Manager to act on behalf of the City of Oceanside as signatory to accept grant funding from the United States Bureau of Reclamation for the project.

BACKGROUND

In order to maintain distribution flows from the 320 pressure zone to the 511 pressure zone and ensure potable water quality for current and future demands, the City of Oceanside needs to increase its water flow from the 320 zone to the 511 zone with a new 4.5 million gallon per day water pump station. The location for the pump station is at the Mission Basin Desalting Facility at 215 Fireside Drive (Exhibit A).

The City has completed an application to obtain an appropriation through the United States Bureau of Reclamation Title XVI Water Reclamation and Reuse Program Construction Activities for Fiscal Year 2011. If the application is acceptable the City may receive up to \$1,385,816 toward the 511 Pump Station planning, design, and construction. Due to the timing requirements of a Bureau of Reclamation (BOR) Grant, the project must be under construction before the end of the current Federal FY, which

is September 30, 2011. Using the traditional design-bid-build method of project delivery would not allow the project construction to begin prior to the BOR-stipulated start date since completing a separate 100% design, advertising and receiving bids, awarding the construction contract, and starting construction would not be completed prior to the BOR-mandated start date. Using the design-build method of project delivery will allow the final plans to be generated by the design-builder (contractor) while construction on the project is taking place. In this manner, the project construction can be started as required by the BOR Grant prior to the end of the current Federal FY.

The industry standard for prescriptive design-build documents is to include technical specifications and 30% design plans prepared prior to requesting proposals from design-build proposers. In this way, the City can be very clear on their design preferences in the technical specifications while allowing the design-build proposer to include the cost and time of a professional design firm to develop the remaining majority of the design plans. For example, having the 30% design plans will allow the contractor to procure readily available materials—such as pipe material and appurtenances—and start construction with those materials while still proceeding with final design and procurement of the electrical and instrumentation long lead-time items. In this example, procuring the pipeline material and starting construction before September 30 will accommodate the aggressive construction start date mandated by the BOR.

ANALYSIS

On March 16, 2011, a Request for Proposal was sent to six consultant engineering firms, including the five Oceanside firms, to prepare the 511 Pump Station Technical Specifications and 30% Design Plans (Exhibit B) for the design-build method of project delivery.

On March 25, 2011, the Water Utilities Department received one proposal from the six consulting firms. Staff reviewed and evaluated the proposal and determined that Infrastructure Engineering Corporation was qualified to provide the 511 Pump Station Technical Specifications and 30% Design Plans (Exhibit C).

FISCAL IMPACT

The Mission Basin Desalting Facility Expansion project (908742500715) has a current available balance of \$1,161,773 in FY 2010-2011. Therefore, budgeted funds are available.

INSURANCE

The City's standard insurance requirements will be met.

COMMISSION OR COMMITTEE REPORT

The Utilities Commission was unable to review staff's recommendation at its April 19, 2011, meeting due to the lack of a quorum. The commission will review staff's recommendation at its next regular meeting on May 17, 2011.

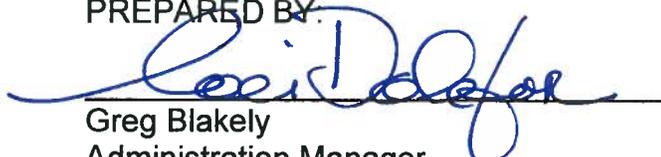
CITY ATTORNEY'S ANALYSIS

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

RECOMMENDATION

Staff recommends that the City Council approve a professional services agreement in an amount not to exceed \$119,790 with Infrastructure Engineering Corporation of Oceanside for the preparation of the 511 Pump Station Technical Specifications and 30% Design Plans for the Mission Basin Desalting Facility Expansion project; authorize the City Manager to execute the agreement; and authorize the City Manager to act on behalf of the City of Oceanside as signatory to accept grant funding from the United States Bureau of Reclamation for the project.

PREPARED BY:


Greg Blakely
Administration Manager

SUBMITTED BY:


Peter Weiss
City Manager

REVIEWED BY:

Michelle Skaggs Lawrence, Deputy City Manager

Cari Dale, Water Utilities Director

Teri Ferro, Financial Services Director



Exhibit A – Site Plan

Exhibit B – Request for Proposal Mailing List

Exhibit B – Professional Services Agreement

511 Pump Station (9088742500715)
 Design-Build Tech Specs and 30% Plans
 Water Utilities Consultant Mailing List
 March 14, 2011

Company	Address	City	State	Zip	First Name	Last Name	Title	Phone	Fax
Richard Brady & Associates	3710 Ruffin Road	San Diego	CA	92123	Richard	Brady		858-496-0500	
Infrastructure Engineering Corporation	301 Mission Avenue, Suite 202	Oceanside	CA	92054	Preston	Lewis		760-529-0795	760-529-0785
Cornerstone Engineering, Inc.	717 Pier View way	Oceanside	CA	92054-2801	Dennil	Whitten	President	760-722-3495	(760) 722-3490
Carollo Engineers	615 South Tremont Street	Oceanside	CA	92054	Dennis	Wood		760-637-2700	760-637-2701
Tetra Tech ASL, Inc.	2141 El Camino Real, Suite J	Oceanside	CA	92054	Howard/Steve	Arnold/Tedesco		760-754-0550	
Nolte	1029 Gallery Drive	Oceanside	CA	92057	Jonathan	Smith			

7/7/2010 Address revised & phone number listed for Brady

CITY OF OCEANSIDE

PROFESSIONAL SERVICES AGREEMENT

**PROJECT: 511 PUMP STATION – DESIGN-BUILD TECHNICAL SPECS
AND 30% PLANS - 908742500715**

THIS AGREEMENT, dated _____, 2011 for identification purposes, is made and entered into by and between the CITY OF OCEANSIDE, a municipal corporation, hereinafter designated as “CITY”, and INFRASTRUCTURE ENGINEERING CORPORATION, hereinafter designated as “CONSULTANT”.

RECITALS

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

NOW, THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

- 1.0 **SCOPE OF WORK.** CONSULTANT desires to provide professional engineering services for a complete set of technical specifications and thirty percent (30%) design plans for the design-build method of project delivery for the 511 Pump Station located at Mission Basin Groundwater Purification Facility (MBGPF or RO Plant) located at 215 Fireside Drive, Oceanside, California, as described in the CONSULTANT’S proposal dated March 25, 2011 and as listed in the Scope of Services attached hereto as Exhibit A. The project is more particularly described as follows:
 - 1.1 **PROFESSIONAL SERVICES PROVIDED BY CONSULTANT.** The professional services to be performed by CONSULTANT shall consist of but not be limited to the following:
 - 1.1.1 Work closely with the City in performing work in accordance with this Agreement

**511 PUMP STATION – Design-Build Technical Specs
and 30% Plans - 908742500715**

in order to receive clarification as to the result which the CITY expects to be accomplished by CONSULTANT. The City, 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 City may delegate authority in connection with this Agreement to the City's designees. For the purposes of directing the CONSULTANT'S performance in accordance with this Agreement, the City delegates authority to Gary Bodman, Water/Wastewater Project Manager.

- 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 Prepare and submit to the City, a 511 water pump station technical specifications and thirty percent (30%) design plans as described in the Scope of Work, and in the time and manner set forth in this Agreement.
- 1.1.5 Prepare and submit to the City, concurrently with the technical specifications and thirty percent (30%) design plans, the following:
 - a. A preliminary design-build project schedule that considers the Bureau of Reclamation requirement that the project construction must start prior to the end of the Federal FY 2011 ending (September 30, 2011) and be completed prior to the end of FY 2013 (September 30, 2013).
- 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.

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1.2.4 Provide all legal advertising mailings and postings required.

1.2.5 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 2.4. Failure by CONSULTANT to strictly adhere to these timing requirements may result in termination of this Agreement by the CITY and the assessment of damages against the CONSULTANT for delays.

2.2 Phase I. CONSULTANT shall prepare and deliver a copy of the draft technical specifications and preliminary 30% design plans within 20 calendar days of the execution of this Agreement. No work shall be performed by CONSULTANT beyond the Phase I stage until the City has given written approval of the draft technical specifications and preliminary 30% design plans and authorization to perform Phase II.

2.3 Phase II. CONSULTANT shall prepare and deliver a copy of the final technical specifications and 30% design plans within 10 calendar days of the City's written authorization to perform Phase II.

2.4 CONSULTANT shall submit all requests for extensions of time for performance in writing to the City 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 City shall review all such requests and may grant reasonable time extensions for unforeseeable delays which are beyond CONSULTANT'S control.

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

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

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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 City. 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 City. CONSULTANT shall be sole responsible for the performance of any of its employees, agents or subcontractors under this agreement.

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

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

6.0 **WORKERS’ COMPENSATION.** Pursuant to Labor Code section 1861, the CONSULTANT hereby certifies that the CONSULTANT is aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for Workers’ Compensation or to undertake self-insurance in accordance with the provisions of that Code, and the CONSULTANT will comply with such provisions and provide certification of such compliance as a part of these Award Documents. The certification shall be in accordance with Subsections 7.3 through 7.8 of this Agreement.

7.0 **LIABILITY INSURANCE.**

7.1 CONSULTANT shall, throughout the duration of this Agreement, maintain comprehensive general liability and property damage insurance, or commercial general liability insurance, covering all operations of CONSULTANT, its agents and employees, performed in connection with this Agreement including, but not limited to, premises and automobile.

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

Comprehensive General Liability Insurance
(bodily injury and property damage)

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

Commercial General Liability Insurance
(bodily injury and property damage)

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

<u>Automobile Liability Insurance</u>	\$ 1,000,000
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*General aggregate per year, or part thereof, with respect to losses or other acts or omissions of CONSULTANT under this Agreement.

7.2.2 If coverage is provided through a Commercial General Liability Insurance policy, a minimum of 50% of each of the aggregate limits shall remain available at all times. If over 50% of any aggregate limit has been paid or reserved, the CITY may require additional coverage to be purchased by the CONSULTANT to restore the required limits. The CONSULTANT shall also notify the CITY'S Project Manager promptly of all losses or claims over \$25,000 resulting from work performed under this contract, or any loss or claim against the CONSULTANT resulting from any of the CONSULTANT'S work.

7.3 All insurance companies affording coverage to the CONSULTANT for the purposes of this Section shall add the City of Oceanside as "additional insured" under the designated insurance policy for all work performed under this Agreement. Insurance coverage provided to the CITY as an additional insured shall be primary insurance and other insurance maintained by the CITY, its officers, agents and employees shall be excess only and not contributing with insurance provided pursuant to this Section.

7.4 All insurance companies affording coverage to the CONSULTANT pursuant to this Agreement shall be insurance organizations authorized by the Insurance Commissioner of the State of California to transact business of insurance in the state or be rated as A-X or higher by A.M. Best.

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

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

- 9.0 **CONSULTANT'S INDEMNIFICATION OF CITY.** CONSULTANT shall indemnify and hold harmless the CITY and its officers, agents and employees against all claims for damages to persons or property arising out of CONSULTANT'S work, including the negligent acts, errors or 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, attorneys' fees, expert fees and liability assessed against or incurred by the CITY, its officers, agents, or employees in defending against such claims or lawsuits, whether

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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 founded upon, resulting or arising from the conduct, tortious 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 City 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 City. CONSULTANT’S compensation for all work performed in accordance with this Agreement shall not exceed the total contract price of \$119,790.

No work shall be performed by CONSULTANT in excess of the total contract price without prior written approval of the City. CONSULTANT shall obtain approval by the City 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 City for verification of billings, within a reasonable time of the City’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 City, and based upon the following partial payment schedule:

13.4.1 Prior to submittal of the draft technical specifications and preliminary 30% design plans, partial payments shall not exceed \$107,000.

13.4.2 Final payment shall be made to CONSULTANT upon Consultant’s preparation and submittal, and the City’s acceptance, of the final 511 Pump Station Technical Specifications and 30% Design Plans.

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

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

- 15.0 **ASSIGNMENT AND DELEGATION.** This Agreement and any portion thereof shall not be assigned or transferred, nor shall any of the CONSULTANT’S duties be delegated, without the express written consent of the CITY. Any attempt to assign or delegate this Agreement without the express written consent of the CITY shall be void and of no force or effect. A consent by the CITY to one assignment shall not be deemed to be a consent to any subsequent assignment.

This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

- 16.0 **ENTIRE AGREEMENT.** This Agreement comprises the entire integrated understanding between CITY and CONSULTANT concerning the work to be performed for this project and supersedes all prior negotiations, representations or agreements.

- 17.0 **INTERPRETATION OF THE AGREEMENT.** The interpretation, validity and enforcement of the Agreement shall be governed by and construed under the laws of the State of California. The Agreement does not limit any other rights or remedies available to CITY.

The CONSULTANT shall be responsible for complying with all local, state and federal laws whether or not said laws are expressly stated or referred to herein.

Should any provision herein be found or deemed to be invalid, the Agreement shall be construed as not containing such provision and all other provisions, which are otherwise lawful, shall remain in full force and effect, and to this end the provisions of this Agreement are severable.

- 18.0 **AGREEMENT MODIFICATION.** This Agreement may not be modified orally or in any manner other than by an Agreement in writing, signed by the parties hereto.

19.0 DISPUTE RESOLUTION.

- a. Any controversy or claim arising out of or relating to this Agreement, or concerning the breach or interpretation thereof, shall be first submitted to mediation, the cost of which shall be borne equally by the parties.
- b. No suit shall be brought on this contract unless all statutory claims filing requirements have been met.

20. NOTICES. All notices, demands, requests, consents or other communications which this Agreement contemplates or authorizes, or requires or permits either party to give to the other, shall be in writing and shall be personally delivered or mailed to the respective party as follows:

TO CITY:

Cari Dale, Director
City of Oceanside Water Utilities Dept.
300 North Coast Highway
Oceanside, CA 92054

TO CONSULTANT:

Preston H. Lewis, P.E.
Infrastructure Engineering Corp.
301 Mission Avenue, Suite 202
Oceanside, CA 92054

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.

**511 PUMP STATION – Design-Build Technical Specs
and 30% Plans - 908742500715**

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 on the dates indicated below:

INFRASTRUCTURE ENGINEERING
CORPORATION

CITY OF OCEANSIDE

By: [Signature] PRESIDENT
Name/Title

By: _____
City Manager

Date: 4/6/11

Date: _____

By: [Signature] VP
Name/Title

Date: 4-6-2011

APPROVED AS TO FORM:

01-061-7154
Employer ID No.

[Signature]
City Attorney

NOTARY ACKNOWLEDGMENTS OF CONSULTANT MUST BE ATTACHED.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of SAN DIEGO }

On APRIL 6, 2011 before me, NANCY M. CARLISLE, NOTARY PUBLIC,
Date Here Insert Name and Title of the Officer

personally appeared PRESTON H. LEWIS
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(e) 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(e) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Nancy M. Carlisle
Signature of Notary Public



Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

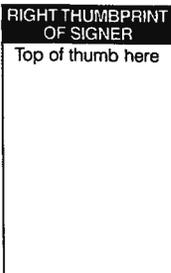
- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: _____

Signer's Name: _____

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



Signer Is Representing: _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of SAN DIEGO }

On APRIL 6, 2011 before me, NANCY M. CARLISLE, NOTARY PUBLIC
Date Here Insert Name and Title of the Officer

personally appeared ROBERT S. WEBER
Name(s) of Signer(s)

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

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Nancy M. Carlisle
Signature of Notary Public



Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

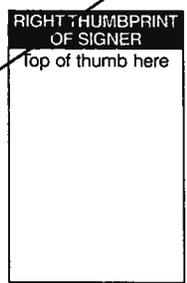
Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

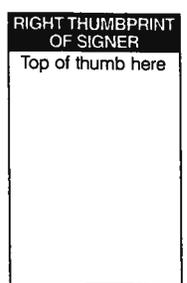
- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: _____

Signer's Name: _____

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



Signer Is Representing: _____



City of Oceanside
511 Pump Station Technical Specifications and 30% Plans [908742500715]
Exhibit A: Scope of Services

March 28, 2011

Our proposed Detailed Scope of Work includes components identified in the City's RFP. IEC has assembled a comprehensive and detailed scope of work to accomplish the City's project objectives and ensure a complete and well-coordinated design effort that results in a project that is delivered on time and within budget.

Task 1 – Site Inspection

IEC and our key subconsultants will inspect the site, including the pipeline alignment, and meet with City staff to identify key design criteria, constraints, and constructability issues. Given the accelerated schedule, it is anticipated that the Site Inspection and Kick-Off Meeting would occur the same day of the Notice to Proceed. We will prepare meeting minutes for submission to the City the day after the Site Inspection.

Task 2 – Document Collection/Review

At the Site Inspection meeting, we anticipate to collect available existing documentation from the City. We will obtain other data as required from other agencies, including but not limited to San Diego Gas & Electric, Kinder Morgan, and Fallbrook Public Utilities District.

Task 3 – Equipment Recommendation

If the City wishes to maximize the available expansion potential of the RO Plant, the recommended capacity of the proposed improvements would be as large as will reasonably fit in the available space. The team will prepare a brief Technical Memorandum shortly after the Site Inspection to recommend pump and generator sizing based on the City's preferences, existing facilities, future expansion, and the maximum recommended pump station discharge. The memorandum will outline the basis of design in sufficient detail to present the anticipated design elements of the project. The memorandum shall address key design issues and will incorporate the following:

- A. Develop a facility layout of the pump station site including footprints for the proposed building expansion, and site improvements to result in a functional and operational facility.
- B. Analyze power requirements for the pump station to include making recommendations for sizing of new standby generator.
- C. Identify construction constraints or conflicts with the operation of the existing facilities.
- D. Identify permitting requirements, timelines, application procedures, and fees. It is assumed the City will pay all permit fees. It is anticipated that the City will provide environmental review as required by CEQA and other agencies, these services are not included in the scope of work.
- E. Prepare hydraulic calculations required for the project design and selection of the pumps and motors.
- F. Telemetry alternatives will be discussed to determine I/O list and the best way to interpret integrate the pump station telemetry with the existing system.



It is anticipated that the existing clearwell structure will require structural modification to accommodate the proposed pumps; the top slab openings will need to be enlarged and new support beams will be added on top of the slab for support. Simon Wong Engineering will provide 30% level of design such that the Design Build Contractor will be able to bid this portion of the work.

The existing geotechnical reports (for the RO Plant and Wells 10/11 Pipeline projects) are sufficient at this level of design and it is not anticipated that an additional geotechnical investigation is required; these services are not included in the scope of work. The Design Build documents will state that the Contractor is welcome to perform additional investigation if deemed necessary.

Task 4 – Technical Specifications

We will prepare a complete set of biddable contract documents including technical project specific, plans, specifications, and related support materials for the project. Contract documents shall be prepared based on City boilerplate front-end documents (revised by IEC for Design Build delivery) and technical specifications shall be prepared utilizing Construction Specifications Institute (CSI) format. The Contract Documents shall address the following major elements:

- A. A complete set of design calculations shall be provided to the City for review as part of the final design development.
- B. Technical specifications shall be prepared utilizing CSI format. Front-end City documents and boilerplate specifications will be reviewed and edited as appropriate for a Design Build method of project delivery. The City's Water, Sewer and Reclaimed Water Design and Construction Manual will be referenced in the technical specifications where appropriate. We will also prepare a proposed bid sheet to include bid items and bid item descriptions.
- C. A construction cost estimate shall be provided with the final deliverable. The cost estimate shall be based on the anticipated items of work as presented in the Contract Documents, and shall include estimates for final design and construction..
- D. Our project manager, as a California Registered Civil Engineer and the engineer of record for the project, shall sign and seal each original title page of the specifications to be included in the Contract Documents.

Task 5 – 30% Design Drawings

- A. A complete 30% level set of project plans shall be prepared to indicate all construction elements, including the pump station mechanical, electrical, telemetry/instrumentation, structural and site/civil design, and approximately 2,500 linear feet of 18-24 inch pump station discharge pipeline. Plans will be prepared on "D" size 24"x36" sheets utilizing City standard title blocks with plan and profile sheets prepared at scales of 1"=40' (horizontal) and 1"=4' (profile). The project plan set is expected to include the following:
 - Title sheet including vicinity and location maps
 - Legend and abbreviations including 200 scale index map
 - General notes
 - Existing conditions
 - Site grading, paving and yard piping plan



- Pipeline plan and profile (5)
- Pump station plan
- Pump station sections
- Civil details (1)
- Mechanical details (1)
- Structural plan
- Structural section
- Electrical standard symbols and abbreviations
- Electrical plan
- Electrical schematics
- Electrical details

Task 6 – Project Management and Administration

The objective of this task is to provide overall project management and administration for the duration of the project for fulfillment of the scope within schedule and budget.

- A. **Project Schedule:** IEC will prepare a detailed project schedule with tasks, durations and milestones. The project critical path will be clearly identified so progress can be tracked and informed decisions can be made with respect to scheduling. We will review and update schedule weekly for the duration of the project.
- B. **Project Status Reports:** IEC will prepare weekly Progress Status Reports to include schedule, budget, and project issues.
- C. **Progress Meetings:** Hold weekly progress meeting with City Staff and other parties, prepare meeting agenda and minutes. Agendas and minutes shall be submitted to the City five two working days prior to/after said meetings.
- E. **Quality Assurance/Quality Control (QA/QC):** QA/QC of the design activities shall be implemented throughout the project. A QA/QC plan will be initiated at the onset of the project to allow critical issues to be addressed early on.

Task 7 – Surge Analysis

A transient analysis will be performed by Flow Science to insure that the pressure surges created by the pump station do not adversely affect the system. Flow Science will use the City's facility system map and hydraulic model to create a model of sufficient detail for the transient analysis as follows

- A. Gather information required to create a computer model of the 511 zone. The model will be limited to a maximum 200 nodes and pipes and will include all those deemed necessary to analyze the pressure surges created by this pump station.

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- B. Establish initial non-transient hydraulic grade line elevations for power failure and startup of the 511 Zone PS pump station for the system under maximum and zero (i.e. reservoir fill) demand scenarios.
 - C. Perform simulations for power failure and startup of the 511 Zone PS under maximum and zero demand flow scenarios.
 - D. Review the results of the analysis and, if deemed necessary, recommend surge protection measures to eliminate possible adverse surges created by the power failure and startup of the 511 Zone PS under each flow scenario and determine its effect on the system.
 - E. Prepare a detailed report describing the results of the analysis and recommendations for the safe operation of the system.

Task 8 – Temporary Construction Easements

For the Wells 10/11 Pipeline project, Right-of-Way Engineering Services prepared plat and legal descriptions for a 25-ft wide temporary construction easement(s) along the San Luis Rey River levee. These documents will be utilized for the current project, however the current parcel vesting must be researched, and the document dates and vesting information must be reviewed and updated accordingly. We propose to have Right-of-Way Engineering Services perform these tasks as part of the current project, so that the City may promptly expedite pursue the acquisition of the temporary construction easements.

**FEE PROPOSAL
CITY OF OCEANSIDE
511 PUMP STATION TECHNICAL SPECS and 30% PLANS (908742500715)**

Subtask Number	Subtask Description Summary	Classification	Principal	Sr. Project Manager	Project Manager	Project Engineer	Designer	Engineer III/CADD Operator	Word Processor	Subtask Labor-Hours	Subtask Labor Cost	Direct Cost	Subcontract	Total Cost
TASK 1	SITE INSPECTION													
	Electrical		\$190.00	\$185.00	\$175.00	\$135.00	\$135.00	\$115.00	\$75.00	24	\$3,980	\$100	\$677	\$5,597
	Structural		4	4	8	8				0	\$0		\$840	\$840
TASK 2	DOCUMENT COLLECTION/REVIEW													
	Electrical			2	4	8	2	2		18	\$2,650	\$80	\$672	\$4,242
	Structural									0	\$0		\$840	\$840
TASK 3	EQUIPMENT SIZE RECOMMENDATION													
	Electrical		2	4	8	8				22	\$3,600		\$2,000	\$5,600
										0	\$0			\$2,000
TASK 4	TECHNICAL SPECIFICATIONS													
	Electrical		8	4	24	40			6	82	\$12,310	\$200	\$4,158	\$35,083
	Structural			2	2	2				2	\$350		\$1,000	\$4,508
	Cost Estimate		2	2	4	12				20	\$3,070		\$1,302	\$4,372
	Front End Documents		4	48	8					60	\$11,040		\$1,303	\$12,343
	QAVAC		6											
TASK 5	30% DESIGN DRAWINGS													
	Electrical		2	4	12	20	60	80	4	182	\$23,520	\$240	\$14,443	\$43,458
	Structural			2	2	4				8	\$1,260		\$3,725	\$15,703
	QAVAC		6			2				2	\$270			\$3,995
TASK 6	PROJECT MANAGEMENT													
			12		28	4				44	\$7,720			\$7,720
TASK 7	SURGE ANALYSIS													
				1	2	2				5	\$805		\$15,750	\$16,555
TASK 8	TEMPORARY CONSTRUCTION EASEMENTS													
					1	2		2		5	\$675		\$860	\$1,535
		Task Subtotal - Hours	46	71	105	110	62	84	10	476				
		Task Subtotal - Costs	\$8,740	\$13,135	\$18,375	\$14,850	\$8,370	\$9,660	\$750		\$71,600	\$620	\$47,570	\$119,790

TIME & MATERIAL, NOT TO EXCEED FEE FOR DESIGN TASKS 1-8

\$119,790

