ITEM NO. 6

STAFF REPORT

CITY OF OCEANSIDE

DATE: July 6, 2011

TO: Honorable Mayor and City Councilmembers

FROM: Water Utilities Department

SUBJECT: **PLANS AND SPECIFICATIONS FOR THE PRIMARY CLARIFIER INFLUENT CHANNEL REPAIR LOCATED AT THE SAN LUIS REY WASTEWATER TREATMENT FACILITY, AND APPROVAL OF A PROFESSIONAL SERVICES AGREEMENT WITH CAROLLO ENGINEERS IN THE AMOUNT OF $29,129 FOR CONSTRUCTION PHASE SUPPORT SERVICES**

SYNOPSIS

Staff and the Utilities Commission recommend that the City Council approve the plans and specifications for the Primary Influent Channel Repair project located at the San Luis Rey Wastewater Treatment Facility and authorize the City Engineer to call for bids; and approve a professional services agreement with Carollo Engineers of Oceanside in the amount of $29,129 for construction phase support services during construction, and authorize the City Manager to execute the agreement.

BACKGROUND

The San Luis Rey Wastewater Treatment Plant (SLRWWTP) was initially constructed in the early 1970s. There have been several expansions and upgrades to the plant over the past 35 years. Currently, a portion of the Primary Clarifier Influent Channel, constructed in the 1970s, has shown severe deterioration and is in need of repair. The channel is approximately 4 feet wide by 8 feet deep and transports raw sewage with a depth of nearly 6.5 feet. The channel is cantilevered off of the main structural tank wall and is located within the pipe gallery at the south side of the primary clarifiers.

ANALYSIS

The City has recently completed a structural analysis of the subject area. The report has concluded that the existing deterioration of the concrete influent channel is not a result of structural overload. The plans and specifications are complete and the repair project is ready to move forward prior to any further deterioration occurring.

The design engineer, Carollo Engineers, will provide construction phase support services during construction. Construction phase support services include reviewing submittals for concurrence with plan specifications, requests for information and reviewing change orders.

FISCAL IMPACT

The Fiscal Year 11-12 adopted budget for the Miscellaneous Sewer fund (909978000722) has a balance of $1,000,000. The engineer's estimate for the channel repair work is $269,569 plus the construction phase support services cost of $50,000. Therefore, adequate funds are available for the project.

INSURANCE REQUIREMENTS

The City's standard insurance requirements will be met.

COMMISSION OR COMMITTEE REPORT

The Utilities Commission approved staff's recommendation at its regularly scheduled meeting on June 27, 2011.

CITY ATTORNEY'S ANALYSIS

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

RECOMMENDATIONS

Staff and the Utilities Commission recommend that the City Council approve the plans and specifications for the Primary Influent Channel Repair project located at the San Luis Rey Wastewater Treatment Facility and authorize the City Engineer to call for bids; and approve a professional services agreement with Carollo Engineers of Oceanside in the amount of $29,129 for construction phase support services during construction, and authorize the City Manager to execute the agreement.

PREPARED BY:

Greg Blakely
Administration Manager

SUBMITTED BY:

Peter A. Weiss
City Manager

REVIEWED BY:

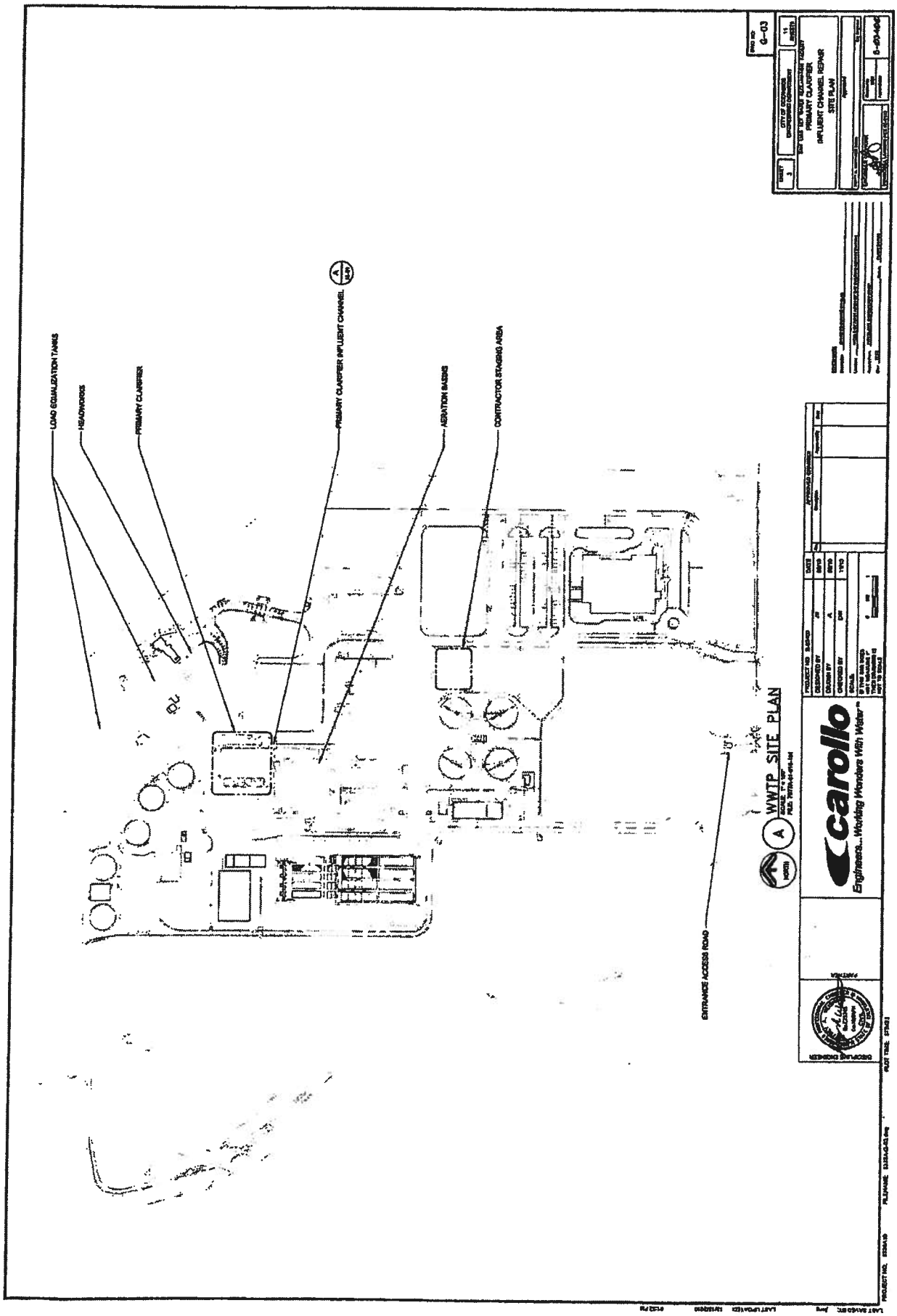
Michelle Skaggs-Lawrence, Deputy City Manager

Cari Dale, Water Utilities Director

Teri Ferro, Financial Services Director

Exhibit A: Site Map
Exhibit B: Professional Services Agreement

Exhibit A


LOAD EQUALIZATION TANKS
HEADWORKS
PRIMARY CLARIFIER
PRIMARY CLARIFIER INFLUENT CHANNEL
AERATION BASINS
CONTRACTOR STAGING AREA
ENTRANCE ACCESS ROAD
WWTP SITE PLAN
carollo
Engineers... Working Wonders With Water
PRIMARY CLARIFIER
INFLUENT CHANNEL REPAIR
SITE PLAN

CITY OF OCEANSIDE

PROFESSIONAL SERVICES AGREEMENT

PROJECT: SAN LUIS REY WASTEWATER TREATMENT PLANT PRIMARY CLARIFIER INFLUENT CHANNEL REPAIR CONSTRUCTION PHASE SUPPORT SERVICES [909978000722]

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 CAROLLO ENGINEERS, hereinafter designated as "CONSULTANT".

RECITALS

A. CITY desires to obtain professional engineering services from an independent contractor for the above named project.

B. CONSULTANT has submitted a proposal to provide engineering services for the CITY in accordance with the terms set forth in this Agreement.

C. CITY desires to contract with CONSULTANT as an independent contractor and CONSULTANT desires to provide services to CITY as an independent contractor.

D. CONSULTANT has demonstrated its competence and professional qualifications necessary for the satisfactory performance of the services designated herein by virtue of its experience, training, education and expertise.

NOW, THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1.0 **SCOPE OF WORK.** The CONSULTANT desires to perform construction phase support services for the San Luis Rey Wastewater Treatment Plant Primary Clarifier Influent Channel Repair project. The Scope of work is more particularly described in the attached scope of work (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 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 Jason Dafforn.

1.1.2 In compliance with Government Code section 7550, the CONSULTANT shall include a separate section in the proposal prepared pursuant to this Agreement, which contains a list of all the subcontractors and dollar amounts of all contracts and subcontracts required for the preparation of work described in this Agreement.

1.1.3 Visit and carefully examine the location of the project as often as necessary to become acquainted with all conditions which are visible or could reasonably be discovered, and which might have an impact upon the construction of the project.

1.1.4 Design, prepare and submit to the Water Utilities Director, plans and specifications for the construction of the project as described in the Scope of Work, and in the time and manner set forth in this Agreement.

1.1.5 Prepare and submit to the Water Utilities Director, concurrently with the design plans, the following:

a. A written estimate of probable construction costs.

b. A written list of submittals, which the construction contractor will be required to provide during the construction phase of the project.

1.1.6 Upon completion of construction, prepare, approve and sign a set of As-Built record drawings.

1.1.7 Provide office and field assistance to the City during the bidding and 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. Prepare design changes and clarifications to the plans and specifications.

g. Prepare needed reports and notices.

h. Provide periodic visits to the site to monitor construction.

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 Provide sample of title block for the plans and standard form Public Works Construction Contract Documents to be used with the General Provisions (Specifications).

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

1.2.5 Provide all legal advertising mailings and postings required.

1.2.6 Duplicate all final plans and specifications.

1.2.7 Provide overall project management.

1.2.8 Provide coordination of all inquiries from prospective bidders during the bidding period.

2.0 **TIMING REQUIREMENTS**

2.1 Time is of the essence in the performance of work under this Agreement and the following timing requirements shall be strictly adhered to unless otherwise modified in writing as set forth in Section 2.3. 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 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.

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

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

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

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

7.0 **LIABILITY INSURANCE.**

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

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

Comprehensive General Liability Insurance (bodily injury and property damage)	
Combined Single Limit Per Occurrence	$ 1,000,000
General Aggregate	$ 2,000,000*
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.

7.2.2 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 purchases by the CONSULTANT to restore the required limits. The CONSULTANT shall also notify the CITY'S Project Manager promptly of all losses or claims over $25,000 resulting from work performed under this contract, or any loss or claim against the CONSULTANT resulting from any of the CONSULTANT'S work.

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

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

7.5 All insurance companies affording coverage shall provide thirty (30) days written notice to the CITY should the policy be cancelled before the expiration date. For the purposes of this notice requirement, any material change in the policy prior to the expiration shall be considered a cancellation.

7.6 CONSULTANT shall provide evidence of compliance with the insurance requirements listed above by providing a Certificate of Insurance and applicable endorsements, in a form satisfactory to the City Attorney, concurrently with the submittal of this Agreement.

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 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 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 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 intende3d, of the plans and specifications and all preliminary sketches, schematics, preliminary plans, architectural perspective renderings, working drawings, including details, computation and other documents, prepared or provided by the CONSULTANT. CONSULTANT may retain a copy of all material produced under this Agreement for the purpose of documenting their participation in this project.

13.0 **COMPENSATION.**

13.1 For work performed by CONSULTANT in accordance with this Agreement, CITY shall pay CONSULTANT in accordance with the schedule of billing rates set forth in Exhibit "A", attached hereto and incorporated herein by reference. No rate changes shall be made during the term of this Agreement without prior written approval of the Water Utilities Director. CONSULTANT'S compensation for all work performed in accordance with this Agreement shall not exceed the total contract price of $29,129.

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 hourly billing rates included in the proposal.

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:	**TO CONSULTANT:**
City of Oceanside Water Utilities Director 300 North Coast Highway Oceanside, CA 92054	Dennis Wood Carollo Engineers 5575 Ruffin Road, Suite 200 San Diego, CA 92123

Either party may change its address by notice to the other party as provided herein.

Communications shall be deemed to have been given and received on the first to occur:

a. Actual receipt at the offices of the party to whom the communication is to be sent, as designated above, or

b. Three (3) working days following the deposit in the United States mail of registered or certified mail, postage prepaid, return receipt requested, addressed to the offices of the party to whom the communication is to be sent, as designated above.

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:

CAROLLO ENGINEERS, INC.

By: _____

Name/Title GARY C. DEIS, CEO

Date: 6-14-11

By: _____

Name/Title B. NARAYANAN, EVP

Date: 6/9/11

86-0899222

Employer ID No.

CITY OF OCEANSIDE

By: _____

Peter A. Weiss, City Manager

Date: _____

APPROVED AS TO FORM:

_____

City Attorney

NOTARY ACKNOWLEDGMENTS OF CONSULTANT MUST BE ATTACHED.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

State of California
County of Contra Costa

On June 9, 2011 (Date) before me, Virginia K. Elliott, Notary Public (Here Insert Name and Title of the Officer),
personally appeared B. Narayanan (Name(s) of Signer(s)),

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

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

WITNESS my hand and official seal.

Signature: Virginia K. Elliott (Signature of Notary Public)

VIRGINIA K. ELLIOTT
COMM. #1893550
NOTARY PUBLIC - CALIFORNIA
CONTRA COSTA COUNTY
My Comm. Expires June 24, 2014
GBP1

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: Professional Services Agreement

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Individual
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Individual
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

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Item #5907

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

State of California
County of Contra Costa

On June 14, 2011 (Date) before me, Virginia K. Elliott, Notary Public (Here Insert Name and Title of the Officer),
personally appeared Gary C. Deis (Name(s) of Signer(s)),

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

VIRGINIA K. ELLIOTT
COMM. #1893550
NOTARY PUBLIC - CALIFORNIA
CONTRA COSTA COUNTY
My Comm. Expires June 24, 2014
GBP1

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

WITNESS my hand and official seal.

Signature: Virginia K. Elliott (Signature of Notary Public)

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: Professional Services Agreement

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____	Signer's Name: _____
☐ Corporate Officer — Title(s): _____	☐ Corporate Officer — Title(s): _____
☐ Individual	☐ Individual
☐ Partner — ☐ Limited ☐ General	☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact	☐ Attorney in Fact
☐ Trustee	☐ Trustee
☐ Guardian or Conservator	☐ Guardian or Conservator
☐ Other: _____	☐ Other: _____
Signer Is Representing: _____	Signer Is Representing: _____
RIGHT THUMBPRINT OF SIGNER — Top of thumb here	RIGHT THUMBPRINT OF SIGNER — Top of thumb here

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Item #5907

EXHIBIT A
SCOPE OF SERVICES
AGREEMENT FOR CONSULTING SERVICES
SAN LUIS REY WATER RECLAMATION FACILITY
PRIMARY CLARIFIER INFLUENT CHANNEL REPAIR
CITY OF OCEANSIDE
PROJECT NUMBER 909978000722

BACKGROUND

The San Luis Rey WRF Primary Effluent Channel Repair is a critical project for the reliable operation of the plant. The design of these facilities is complete. This contract covers engineering office services during construction.

SCOPE OF WORK

This Scope of Work identifies the tasks involved during construction.

PHASE 1 - BIDDING SERVICES

The intent of the Bidding Services Phase of this project is to provide consulting services to the CITY to advertise, obtain bids and award a contract to a construction contractor. The CONSULTANT will assist the CITY in technical aspects of bidding and award. Specific services to be provided are as follows:

Task 1-Response to Bid Period Questions
CONSULTANT will answer questions and provide overall support of the CITY during the bidding period. All questions will be documented and answered in writing on a standard Project Information Request Form.

Task 2 -Prebid Conference
CONSULTANT will assist CITY with preparation of an agenda for a prebid conference. The notice for the prebid conference will be included in the Contract Documents. CONSULTANT'S design staff will attend the prebid conference and will prepare minutes of the meeting. The meeting minutes will be forwarded to the CITY for distribution to all parties on the Plan Holders List.

Task 3 -Addenda
CONSULTANT will prepare addenda to the Contract Documents for issue during - bidding period. CONSULTANT will provide camera ready copy to the CITY for distribution to the Plan Holders.

Task 4 -Bid Review
CONSULTANT will assist the CITY in the Review of the Bids. CONSULTANT will review bidders' responsiveness and provide recommendations based upon technical compliance with bid requirements. If requested, CONSULTANT will attend any CITY meeting when award or rejection of Bids/Construction Contract is considered. Services associated with responding to any bid protest are not covered by this Scope of Work.

Phase 2 - SERVICES DURING CONSTRUCTION

The intent of the Consulting Services During Construction phase of this project is to provide overview of design intent, interpretation of the plans and specifications, and support of the CITY'S construction management staff. This effort includes office consulting services and field support services. All services will be provided at the direction of CITY staff, based on available budget.

Task 1-Project Management
This task includes management activities and meetings, submittal of progress reports and overall coordination and assistance. Monthly progress meetings will be held with the CITY, at which time a written summary of project status will be presented. The monthly project status report will indicate percentages of Consulting services completed, summary of the work completed, work planned for the following month and status of the Consulting services budget.

Task 2 - Preconstruction Conference
CONSULTANT will attend a Preconstruction Conference. The purpose of the conference will be to review procedures for the processing of Contractor's Request For Information (RFIs), Change Order Requests (CORs), Change Order Proposals (COPS), overall Change Order policy, submittals, monthly progress payments, field quality control procedures, protocol for resolution of field discrepancies, inspection reports, job site safety, and other specification requirements. CITY will prepare notes and distribute them to all parties attending the meeting.

Task 3 -Design Clarifications and Request For Information (RFI)
CONSULTANT will respond to Design Clarifications and Request For Information (RFIs). CONTRACTOR will submit all requests in writing to the CITY. All responses will be submitted in writing to the CITY.

Task 4 -Technical Meetings
CONSULTANT will attend technical meetings, as requested by the CITY, to discuss and assist in resolving issues as they occur during construction. A budget for up to two (2) technical meetings will be established

Task 5 -Monthly Progress Meetings and Site Visits
The CONSULTANT will attend monthly construction progress meetings at the job site. In combination with the job-site meetings, the CONSULTANT will make site visits of the project to check the various stages of construction when required. Site visits will be to observe the progress of the executed work of the Contractor and to determine, in general, if such work is proceeding in accordance with the design intent. Where discrepancies with Contract Documents are observed, they will be noted to the CITY in writing.

Task 6 -Review Change Order Proposals
CONSULTANT shall review Change Order Proposals including:

1. Evaluate impacts of Change Orders on design intent.

2. Evaluate impacts of Change Orders on schedule and budget.

3. Provide consulting services, including calculations and sketches as required to facilitate performance of recommended Change Orders.

4. Provide independent cost estimate.

Task 7 -Review Shop Drawings
CONSULTANT will review shop drawings and other submittals as required in the Contract Documents. Review procedures will be as specified in the Contract Documents and as directed by the CITY. CONSULTANT will review shop drawings for conformance with the design documents. This review does not relieve the CONTRACTOR from specification requirements. CONTRACTOR is expected to provide complete submittals. CONSULTANT will provide two submittal reviews. Additional reviews will be considered an extra scope items. CONSULTANT will track the budget expended for submittal review beyond two submittals for reimbursement by CITY and CONTRACTOR. All submittals will be reviewed and returned within 15 calendar days, unless additional time is specifically requested. Some special submittals may require additional time.

Task 8-Substantial Completion Review (Punch List)
The CONSULTANT will participate in the development of a punch list. The punch list will identify deficient work.

Task 9 - Final Inspection
CONSULTANT will assist in the Final Inspection of facilities as completed and note deficiencies. Final inspections will be provided upon substantial completion of areas of the work. A budget for up to one (1) final inspection trip will be established.

CITY OF OCEANSIDE

SLR WATER RECLAMATION FACILITY
PRIMARY INFLUENT CHANNEL REPAIR

CONSTRUCTION PERIOD SERVICES

WORK ELEMENT	Wood	Doering	Weishaar	Word Processing	Other Direct Costs	Carollo Total
PHASE 1 - BIDDING						
Tasks						
1. Response to Bid Period Questions	2	4	4	0	$ 95	$ 2,071
2. Pre-Bid Conference	2	4	0	1	$ 167	$ 1,556
3. Addenda	1	2	4	2	$ 86	$ 1,600
4. Bid Review	2	0	1	0	$ 29	$ 683
						$ 5,909
STAFF TOTAL	7	10	9	3		
RATE	$ 242	$ 203	$ 170	$ 93		
COST TOTAL	$ 1,694	$ 2,030	$ 1,530	$ 279	$ 376	$ 5,909
PHASE 2 - CONSTRUCTION SERVICES						
1. Project Management	4	0	4	0	$ 76	$ 1,724
2. Preconstruction Conference	4	0	2	1	$ 167	$ 1,568
3. Design Clarifications and Request for Information (RFI)	2	16	8	0	$ 247	$ 5,339
4. Technical Meetings	2	4	4	1	$ 305	$ 2,374
5. Monthly Progress Meetings and Site Visits	0	4	6	2	$ 314	$ 2,332
6. Review Change Order Proposals	1	4	4	0	$ 86	$ 1,820
7. Review Shop Drawings	1	20	8	0	$ 276	$ 5,938
8. Substantial Completion (Punch List)	0	0	4	0	$ 138	$ 818
9. Final Inspection	0	4	2	0	$ 157	$ 1,309
						$ 23,220
STAFF TOTAL	14	52	42	4		
RATE	$ 242	$ 203	$ 170	$ 93		
COST TOTAL	$ 3,388	$ 10,556	$ 7,140	$ 372	$ 1,764	$ 23,220
PROJECT TOTAL HRS	21	62	51	7		141
PROJECT TOTAL COST	$ 5,082	$ 12,586	$ 8,670	$ 651		$ 29,129