

STAFF REPORT



ITEM NO. 13
CITY OF OCEANSIDE

DATE: August 17, 2011

TO: Honorable Mayor and City Councilmembers

FROM: Water Utilities Department

SUBJECT: **A PROFESSIONAL SERVICES AGREEMENT WITH CAROLLO ENGINEERING FOR THE PREPARATION OF NEEDS ASSESSMENTS FOR THREE WATER UTILITIES FACILITIES; A PROFESSIONAL SERVICES AGREEMENT WITH CAROLLO ENGINEERS FOR ON-CALL WATER AND WASTEWATER ENGINEERING SERVICES; AND A PROFESSIONAL SERVICES AGREEMENT WITH TRUSSELL TECHNOLOGIES, INC. FOR PROCESS EVALUATIONS OF THREE WATER UTILITIES FACILITIES**

SYNOPSIS

Staff and the Utilities Commission recommend that the City Council approve a professional services agreement with Carollo Engineers of Oceanside in an amount not to exceed \$130,026, for the preparation of needs assessments for the San Luis Rey Water Reclamation Plant; the Robert A. Weese Filtration Plant, and the Mission Basin Groundwater Purification Facility, a professional services agreement with Carollo Engineers in an amount not to exceed \$50,000 for on-call water and wastewater engineering services; and a professional services agreement with Trussell Technologies, Inc., of San Diego in an amount not to exceed \$69,866 for the preparation of process evaluations and recommendations for the San Luis Rey Water Reclamation Facility, the Mission Basin Groundwater Purification Facility, and the Robert A. Weese Filtration Plant; and authorize the City Manager to execute the agreements (Exhibits A, D, & E).

BACKGROUND

The City of Oceanside owns and operates two water treatment and two wastewater treatment plants. Three of these facilities; the San Luis Rey Water Reclamation Plant (SLRWRP); the Robert A. Weese Filtration Plant (Weese); and the Mission Basin Groundwater Purification Facility require an evaluation and needs assessment. These three facilities, placed into operation in 1972, 1983, and 1992 respectively, have all received numerous upgrades and improvements throughout the years.

The three facilities have structural and mechanical issues that need to be addressed along with an overall condition assessment and repair cost allocation. The needs assessments will allow for capital projects to be identified and prioritized and for integration of the capital needs with the budget and the rates processes.

ANALYSIS

On April 4, 2011, a Request for Proposals (RFP) for the preparation of a needs assessment was sent to nine qualified firms that were listed on the Water & Wastewater Consultant List provided by the Public Works—Engineering Division (Exhibit B).

On May 4, 2011, the Water Utilities Department received proposals from three of the nine consulting firms; staff performed a review of the proposals for accuracy and completeness and rated the consultants based on qualifications, performance of work, ability to provide services, quality of proposal, work performance for the City and cost (Exhibit C). Staff has determined that the Carollo Engineers proposal includes the required items as outlined in the RFP.

During the needs assessment investigation there may be items discovered that require immediate attention. An additional on-call design services professional services agreement with Carollo Engineers is therefore required to facilitate any immediate design services that may be necessary. Staff is requesting a professional services agreement for on-call water and wastewater engineering services with respect to the City's water and wastewater treatment plants to provide for planning, design, operations assistance, or regulatory assistance depending on the needs of the department. The tasks are time-sensitive and relatively small in scope and fee.

On July 5, 2011, a proposal was received from Trussell Technologies, Inc., to prepare process evaluations and recommendations for the San Luis Rey Water Reclamation Facility, the Mission Basin Groundwater Purification Facility, and the Robert A. Weese Filtration Plant (Exhibit E). This consultant specializes in "Process Optimization Evaluations" and they are the only consultant in San Diego County that offers this specialty.

FISCAL IMPACT

The Fiscal Year 11-12 approved budgets for the Miscellaneous Water Projects account (908824000712.5305) and the Miscellaneous Sewer Projects account (909978000722.5305) are \$1,000,000 each. The costs for Carollo Engineers to prepare the needs assessment is \$130,026 and to provide on-call water and wastewater engineering services is \$50,000. The project costs will be split equally between the two accounts.

The Fiscal Year 11-12 approved budgets for the following projects are \$250,000 for San Luis Rey Wastewater Treatment Plant Improvements (909951000722.5305), \$400,000 for Mission Basin Groundwater Purification Facility Improvements (908748500712.5305) and \$150,000 for Weese Treatment Plant Improvements (908544400712.5305). The cost of the process evaluations and recommendations to be prepared by Trussell Technologies is \$69,866 and will be split equally between the three accounts.

The total cost for all of the projects is \$249,892. Therefore, adequate funds will be available to perform the work.

CITY ATTORNEY'S ANALYSIS

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

INSURANCE REQUIREMENTS

The City's standard insurance requirements will be met.

COMMISSION OR COMMITTEE REPORT

The Utilities Commission approved staff's recommendation at its regularly scheduled meeting on July 19, 2011.

RECOMMENDATIONS

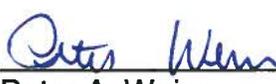
Staff and the Utilities Commission recommend that the City Council approve a professional services agreement with Carollo Engineers of Oceanside in an amount not to exceed \$130,026, for the preparation of needs assessments for the San Luis Rey Water Reclamation Plant; the Robert A. Weese Filtration Plant, and the Mission Basin Groundwater Purification Facility, a professional services agreement with Carollo Engineers in an amount not to exceed \$50,000 for on-call water and wastewater engineering services; and a professional services agreement with Trussell Technologies, Inc., of San Diego in an amount not to exceed \$69,866 for the preparation of process evaluations and recommendations for the San Luis Rey Water Reclamation Facility, the Mission Basin Groundwater Purification Facility, and the Robert A. Weese Filtration Plant; and authorize the City Manager to execute the agreements (Exhibits A, D, & E).

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 – Professional Services Agreement
- Exhibit B – RFP Mailing List
- Exhibit C – Consultants Rating Form
- Exhibit D – Professional Services Agreement
- Exhibit E – Professional Services Agreement

CITY OF OCEANSIDE

PROFESSIONAL SERVICES AGREEMENT

PROJECT: SAN LUIS REY WATER RECLAMATION PLANT; ROBERT A. WEESE FILTRATION PLANT; MISSION BASIN GROUNDWATER PURIFICATION FACILITY – FACILITY NEEDS ASSESSMENT [909978000722 & 908824000712]

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 desire to prepare three facility needs assessments; for the San Luis Rey Water Reclamation Plant, the Robert A. Weese Filtration Plant, and the Mission Basin Groundwater Purification Facility. 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:

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- 1.1.1 Work closely with the Water Utilities Director in performing work in accordance with this Agreement in order to receive clarification as to the result which the CITY expects to be accomplished by CONSULTANT. The Water Utilities Director, under the authority of the City Manager, shall be the CITY'S authorized representative in the interpretation and enforcement of all work performed in connection with this Agreement. The Water Utilities Director may delegate authority in connection with this Agreement to the Water Utilities Director's designees. For the purposes of directing the CONSULTANT'S performance in accordance with this Agreement, the Water Utilities Director delegates authority to 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.

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- 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.

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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 CONSULTANT shall prepare and deliver a copy of the needs assessment to the Water Utilities Director within 180 calendar days of the execution of this Agreement. No work shall be performed by CONSULTANT beyond the scope of work without the written approval of the Water Utilities Director.

2.3 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.

2.4 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

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the CITY to any obligation whatsoever, unless specifically authorized in writing by the Water Utilities Director. The CONSULTANT shall not be authorized to communicate directly with, nor in any way direct the actions of, any bidder or the construction contractor for this project without the prior written authorization by the Water Utilities Director. CONSULTANT shall be sole responsible for the performance of any of its employees, agents or subcontractors under this agreement.

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

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

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

7.0 **LIABILITY INSURANCE.**

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

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

Comprehensive General Liability Insurance
(bodily injury and property damage)

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

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Commercial General Liability Insurance
(bodily injury and property damage)

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

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

- 7.2.2 If coverage is provided through a Commercial General Liability Insurance policy, a minimum of 50% of each of the aggregate limits shall remain available at all times. If over 50% of any aggregate limit has been paid or reserved, the CITY may require additional coverage to be purchased by the CONSULTANT to restore the required limits. The CONSULTANT shall also notify the CITY'S Project Manager promptly of all losses or claims over \$25,000 resulting from work performed under this contract, or any loss or claim against the CONSULTANT resulting from any of the CONSULTANT'S work.
- 7.3 All insurance companies affording coverage to the CONSULTANT for the purposes of this Section shall add the City of Oceanside as "additional insured" under the designated insurance policy for all work performed under this Agreement. Insurance coverage provided to the CITY as an additional insured shall be primary insurance and other insurance maintained by the CITY, its officers, agents and employees shall be excess only and not contributing with insurance provided pursuant to this Section.
- 7.4 All insurance companies affording coverage to the CONSULTANT pursuant to this Agreement shall be insurance organizations authorized by the Insurance Commissioner of the State of California to transact business of insurance in the state or be rated as A-X or higher by A.M. Best.
- 7.5 All insurance companies affording coverage shall provide thirty (30) days written notice to the CITY should the policy be cancelled before the expiration date. For the purposes of this notice requirement, any material change in the policy prior to the expiration shall be considered a cancellation.

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- 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.

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

- 10.0 **ERRORS AND OMISSIONS.** In the event that the Water Utilities Director determines that the CONSULTANT'S negligence, misconduct, errors or omissions in the performance of work under this Agreement has resulted in expense to CITY greater than would have resulted if there were no such negligence, errors or omissions in the plans or contract specifications, CONSULTANT shall reimburse CITY for the additional expenses incurred by the CITY, including engineering, construction and/or restoration expense. Nothing herein is intended to limit CITY'S rights under Sections 7, 8 or 9.
- 11.0 **NO CONFLICT OF INTEREST.** The CONSULTANT shall not be financially interested in any other CITY contract for this project. For the limited purposes of interpreting this section, the CONSULTANT shall be deemed a "City officer or employee", and this Section shall be interpreted in accordance with Government Code section 1090. In the event that the CONSULTANT becomes financially interested in any other CITY contract for this project, that other contract shall be void. The CONSULTANT shall indemnify and hold harmless the CITY, under Section 9 above, for any claims for damages resulting from the CONSULTANT'S violation of this Section.
- 12.0 **OWNERSHIP OF DOCUMENTS.** All plans and specifications, including details, computations and other documents, prepared or provided by the CONSULTANT under this Agreement shall be the property of the CITY. The CITY agrees to hold the CONSULTANT free and harmless from any claim arising from any use, other than the purpose intended, of the plans and specifications and all preliminary sketches, schematics, preliminary plans, architectural perspective renderings, working drawings, including details, computation and other documents, prepared or provided by the CONSULTANT. CONSULTANT may retain a copy of all material produced under this Agreement for the purpose of documenting their participation in this project.
- 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

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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 \$130,026.

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

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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

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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:

City of Oceanside
Water Utilities Director
300 North Coast Highway
Oceanside, CA 92054

TO CONSULTANT:

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.

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21.0 **SIGNATURES.** The individuals executing this Agreement represent and warrant that they have the right, power, legal capacity and authority to enter into and to execute this Agreement on behalf of the respective legal entities of the CONSULTANT and the CITY.

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

CAROLLO ENGINEERS

CITY OF OCEANSIDE

By: *Greg Calin / President*
Name/Title

By: _____
City Manager

Date: 7-28-11

Date: _____

By: *Narayan / Executive
Vice President*
Name/Title *B. Narayanan*

Date: 7/26/11

APPROVED AS TO FORM:

Robert J. Hamilton, ASST.
City Attorney

86-0899222
Employer ID No.

NOTARY ACKNOWLEDGMENTS OF CONSULTANT MUST BE ATTACHED.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

State of California

County of Contra Costa

On July 28, 2011 before me, Virginia K. Elliott, Notary
Date 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.



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: _____

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

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

Signer Is Representing: _____

Signer's Name: _____

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

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

Signer Is Representing: _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

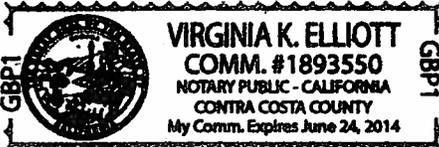
CIVIL CODE § 1189

State of California

County of Contra Costa }

On July 26, 2011 before me, Virginia K. Elliott, Notary Republic
Date 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

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 - City of Decatur

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: _____

Signer's Name: _____

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



Signer Is Representing: _____

SAN LUIS REY WATER RECLAMATION PLANT; ROBERT A. WEESE FILTRATION PLANT;
MISSION BASIN GROUNDWATER PURIFICATION FACILITY – FACILITY NEEDS ASSESSMENT
RFP - MAILING LIST

Company	Address	City	State	Zip	First Name	Last Name	Title	Phone	Fax
Psomas	4455 Murphy Canyon Rd., Suite 200	San Diego	CA	92123	Curfis	Edwards		858-243-0533	
Malcolm Pirnie, Inc.	1525 Faraday Avenue, Suite 290	Carlsbad	CA	92008	Marc	Weinberger, PE	Senior Associate	760-602-3807	760-602-3838
RBF Consulting	9755 Clairemont Mesa Blvd., Suite 100	San Diego	CA	92124	John	Harris		858-614-5025	
PBS&J	175 Calle Magdalena	Encinitas	CA		Skip	Griffin			
Infrastructure Engineering Corporation	301 Mission Avenue, Suite 202	Oceanside	CA	92054	Preston	Lewis		760-529-0795	760-529-0785
Comerstone Engineering, Inc.	717 Pier View way	Oceanside	CA	92054-21	Mike	Boraks		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	
Notice	1029 Gallery Drive	Oceanside	CA	92057	Jonathan	Smith			

EXHIBIT C

CONSULTANT PROPOSAL - RATING FORM

NAME OF FIRM: A) IEC; B) Carollo; C) ARCADIS (Malcolm Pirnie) DATE: 5/9/2011
 PROJECT: SLRWWTTP; MBGPF; WEESE - Facility Needs Assessment PROJECT NO.: 909978000722 & 908824000

ITEM	POINTS	CONSULTANT'S RATING				
		A	B	C	D	E
I. QUALIFICATIONS OF FIRM AND MEMBERS:						
A. Specialized expertise of members	15	14	15	14		
B. Adequacy of staff and resources.	15	14	14	13		
II. PERFORMANCE OF WORK SIMILAR IN CHARACTER:						
A. Comparable work (local area preferred).	10	7	10	9		
B. Proposal submitted by Oceanside firm.	6	6	6	0		
C. Proposal included an Oceanside firm as part of a consulting team.	4	0	0	4		
D. Additional points based on abilities, qualifications, and commitment of Oceanside firm.	5	5	3	2		
III. ABILITY TO PROVIDE SERVICES:						
A. Ability to complete job on time.	10	10	10	10		
IV. QUALITY OF PROPOSAL:						
A. Satisfactorily address all objectives.	10	10	10	8		
B. Provide additional amplifying information.	5	0	5	5		
C. Presentation, clarity, neatness.	5	5	4	4		
V. WORK PERFORMANCE FOR THE CITY:						
A. No work in past 12 months.	10	2	2	10		
B. Work in past 12 months - deductions based on Contract amount.						
VI. PRICE:						
A. Overall cost.	10	7	6	5		
TOTALS:	105	80	85	84		

RANKING:

1 Carollo RATED BY: _____ Name/Title: Jason Dafforn, PM
 2 ARCADIS Name/Title: _____
 3 IEC Name/Title: _____
 4 _____ Name/Title: _____
 5 _____ Date: _____

EXHIBIT C

CONSULTANT PROPOSAL - RATING FORM

NAME OF FIRM: A) IEC; B) Carollo; C) ARCADIS (Malcolm Pirnie) DATE: 5/18/2011
 PROJECT: SLRWWTWP; MBGPF; WEESE - Facility Needs Assessment PROJECT NO.: 39978000722 & 90882400074

ITEM	POINTS	CONSULTANT'S RATING				
		A	B	C	D	E
I. QUALIFICATIONS OF FIRM AND MEMBERS:						
A. Specialized expertise of members	15	12	13	12		
B. Adequacy of staff and resources.	15	12	14	14		
II. PERFORMANCE OF WORK SIMILAR IN CHARACTER:						
A. Comparable work (local area preferred).	10	6	9	7		
B. Proposal submitted by Oceanside firm.	6	6	6	0		
C. Proposal included an Oceanside firm as part of a consulting team.	4	0	0	4		
D. Additional points based on abilities, qualifications, and commitment of Oceanside firm.	5	4	5	0		
III. ABILITY TO PROVIDE SERVICES:						
A. Ability to complete job on time.	10	10	10	10		
IV. QUALITY OF PROPOSAL:						
A. Satisfactorily address all objectives.	10	8	10	6		
B. Provide additional amplifying information.	5	3	5	2		
C. Presentation, clarity, neatness.	5	5	5	5		
V. WORK PERFORMANCE FOR THE CITY:						
A. No work in past 12 months.	10			10		
B. Work in past 12 months - deductions based on Contract amount.		2	2			
VI. PRICE:						
A. Overall cost.	10	6	10	8		
TOTALS:	105	74	89	78		

RANKING: 1 Carollo RATED BY: _____
2 ARCADIS (Pirnie/ARCADIS) Name/Title: Gary Bodman, Water/Wastewater Project Manager
3 IEC Name/Title: _____
4 Name/Title: _____
5 Date: _____

CITY OF OCEANSIDE

PROFESSIONAL SERVICES AGREEMENT

PROJECT: ON-CALL WATER AND WASTEWATER ENGINEERING SERVICES [909978000722 & 908824000712]

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 on-call water and wastewater engineering services for the City's four treatment facilities. 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:

ON-CALL WATER AND WASTEWATER ENGINEERING SERVICES
[909978000722 & 908824000712]

- 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

ON-CALL WATER AND WASTEWATER ENGINEERING SERVICES
[909978000722 & 908824000712]

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.

ON-CALL WATER AND WASTEWATER ENGINEERING SERVICES
[909978000722 & 908824000712]

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 CONSULTANT shall perform as-needed engineering services for a period of 365 calendar days of the execution of this Agreement. No work shall be performed by CONSULTANT beyond the scope of work without the written approval of the Water Utilities Director.
- 2.3 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.
- 2.4 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

ON-CALL WATER AND WASTEWATER ENGINEERING SERVICES
[909978000722 & 908824000712]

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
------------------------------	--------------

**ON-CALL WATER AND WASTEWATER ENGINEERING SERVICES
[909978000722 & 908824000712]**

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

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

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

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

ON-CALL WATER AND WASTEWATER ENGINEERING SERVICES
[909978000722 & 908824000712]

- 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

ON-CALL WATER AND WASTEWATER ENGINEERING SERVICES
[909978000722 & 908824000712]

subsequent declaration by the CONSULTANT.

- 10.0 **ERRORS AND OMISSIONS.** In the event that the Water Utilities Director determines that the CONSULTANT'S negligence, misconduct, errors or omissions in the performance of work under this Agreement has resulted in expense to CITY greater than would have resulted if there were no such negligence, errors or omissions in the plans or contract specifications, CONSULTANT shall reimburse CITY for the additional expenses incurred by the CITY, including engineering, construction and/or restoration expense. Nothing herein is intended to limit CITY'S rights under Sections 7, 8 or 9.
- 11.0 **NO CONFLICT OF INTEREST.** The CONSULTANT shall not be financially interested in any other CITY contract for this project. For the limited purposes of interpreting this section, the CONSULTANT shall be deemed a "City officer or employee", and this Section shall be interpreted in accordance with Government Code section 1090. In the event that the CONSULTANT becomes financially interested in any other CITY contract for this project, that other contract shall be void. The CONSULTANT shall indemnify and hold harmless the CITY, under Section 9 above, for any claims for damages resulting from the CONSULTANT'S violation of this Section.
- 12.0 **OWNERSHIP OF DOCUMENTS.** All plans and specifications, including details, computations and other documents, prepared or provided by the CONSULTANT under this Agreement shall be the property of the CITY. The CITY agrees to hold the CONSULTANT free and harmless from any claim arising from any use, other than the purpose intended, of the plans and specifications and all preliminary sketches, schematics, preliminary plans, architectural perspective renderings, working drawings, including details, computation and other documents, prepared or provided by the CONSULTANT. CONSULTANT may retain a copy of all material produced under this Agreement for the purpose of documenting their participation in this project.
- 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

ON-CALL WATER AND WASTEWATER ENGINEERING SERVICES
[909978000722 & 908824000712]

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 \$50,000.

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

ON-CALL WATER AND WASTEWATER ENGINEERING SERVICES
[909978000722 & 908824000712]

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:

**ON-CALL WATER AND WASTEWATER ENGINEERING SERVICES
[909978000722 & 908824000712]**

TO CITY:

City of Oceanside
Water Utilities Director
300 North Coast Highway
Oceanside, CA 92054

TO CONSULTANT:

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.

**ON-CALL WATER AND WASTEWATER ENGINEERING SERVICES
[909978000722 & 908824000712]**

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.

CITY OF OCEANSIDE

By: 
Name/Title GARY C. DEIS, CEO

By: _____
City Manager

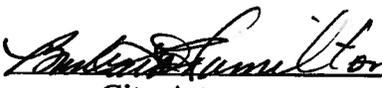
Date: 6-14-11

Date: _____

By: 
Name/Title B. NARAYANAN, EVP

APPROVED AS TO FORM:

Date: 6/9/11


City Attorney

86-0899222
Employer ID No.

NOTARY ACKNOWLEDGMENTS OF CONSULTANT MUST BE ATTACHED.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

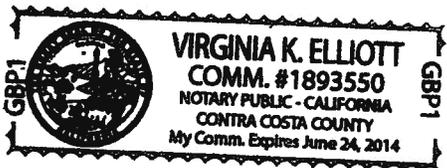
State of California

County of Contra Costa

On June 9, 2011 before me, Virginia K. Elliott, Notary Public

personally appeared B. Narayanan

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

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

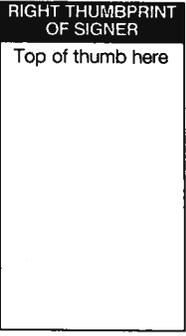
Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

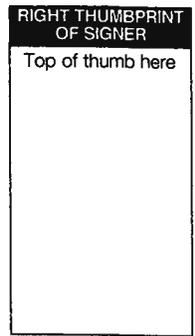
- Corporate Officer — Title(s): _____
- Individual
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: _____

Signer's Name: _____

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



Signer Is Representing: _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

State of California

County of Contra Costa

On June 14, 2011 before me, Virginia K. Elliott, Notary Public
Date 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.



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 Service Agreement

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

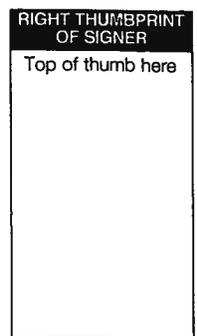
- Corporate Officer — Title(s): _____
- Individual
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: _____

Signer's Name: _____

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



Signer Is Representing: _____



June 6, 2011
300.21

City of Oceanside
Water Utilities Department
300 North Coast Highway
Oceanside, CA 92054

Attention: Mr. Greg Blakely, Administration Manager

Subject: On-Call Water and Wastewater Engineering Services

Dear Mr. Blakely:

Carollo Engineers proposes to provide on-call water and wastewater engineering services with respect to the City's four treatment plants. The services could include planning, design, operations assistance, or regulatory assistance depending on the City's needs. The tasks would be time sensitive and relatively small in scope and fee.

For each on-call project, we will provide a brief scope of work and estimated budget for your approval before work commences.

We suggest that a total aggregate budget of \$50,000 be set. The contract term could run through the end of Fiscal Year 2012 or when the budget is expended. Billings would be based on our published fee schedule, and the current schedule is enclosed.

Please let us know if you have any questions.

Sincerely,

CAROLLO ENGINEERS, P.C.

Dennis K. Wood, P.E.

DKW:dkw

Enclosures: 2011 Fee Schedule

**CAROLLO ENGINEERS, INC.
FEE SCHEDULE**

**As of March 1, 2011
California**

	<u>Hourly Rate</u>
Engineers/Scientists	
Assistant Professional	\$139.00
Professional	170.00
Project Professional	203.00
Lead Project Professional	223.00
Senior Professional	242.00
Senior Process Specialist	325.00
Technicians	
Technicians	103.00
Senior Technicians	147.00
Support Staff	
Document Processing / Clerical	93.00
Project Equipment Communication Expense (PECE) Per DL Hour	9.50
Other Direct Expenses	
Travel and Subsistence	at cost
Mileage at IRS Reimbursement Rate Effective January 1, 2011:	\$.51 per mile
Subconsultant	cost + 10%
Other Direct Cost	cost + 10%
Expert Witness	Rate x 2.0

This fee schedule is subject to annual revisions due to labor adjustments.

CITY OF OCEANSIDE

PROFESSIONAL SERVICES AGREEMENT

PROJECT: PROCESS EVALUATION AND RECOMMENDATIONS FOR THE SAN LUIS REY WATER RECLAMATION FACILITY, MISSION BASIN DESALTING FACILITY AND ROBERT A. WEESE FILTRATION PLANT – 909951000722, 908748500712 & 908544400712

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 TRUSSELL TECHNOLOGIES, INC., 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 prepare process evaluations and recommendations for the San Luis Rey Water Reclamation Facility, the Mission Basin Desalting Facility and the Robert A. Weese Filtration Plant and is more particularly described in the CONSULTANT’S proposal dated July 4, 2011, attached hereto and incorporated herein as Exhibit A.
- 1.1 **PROFESSIONAL SERVICES PROVIDED BY CONSULTANT.** The professional services to be performed by CONSULTANT shall consist of but not be limited to the following:

**Process Evaluations and Recommendations for the
San Luis Rey Water Reclamation Facility, Mission
Basin Desalting Facility and Robert A. Weese
Filtration Plant – 909951000722, 908748500712
& 908544400712**

- 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 [list names or titles of authorized representatives].
- 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 needed reports and notices.
- 1.1.5 Provide periodic visits to the site to monitor construction.
- 1.1.6 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 Upon request, verify the location of existing CITY owned utilities.
 - 1.2.3 Provide all legal advertising mailings and postings required.
 - 1.2.4 Provide overall project management.

Process Evaluations and Recommendations for the San Luis Rey Water Reclamation Facility, Mission Basin Desalting Facility and Robert A. Weese Filtration Plant – 909951000722, 908748500712 & 908544400712

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 report to the Water Utilities Director within 75 calendar days of the execution of this Agreement. No work shall be performed by CONSULTANT beyond the Phase I stage until the Water Utilities Director has given written approval of the preliminary design and authorization to perform Phase II.
- 2.3 Phase II. CONSULTANT shall prepare and deliver a copy of the final report to the Water Utilities Director within 15 calendar days of the Notice to Proceed with Phase II.
- 2.4 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.
- 2.5 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.
- 4.0 **INDEPENDENT CONTRACTOR.** CONSULTANT’S relationship to the CITY shall be that of an independent contractor. CONSULTANT shall have no

**Process Evaluations and Recommendations for the
San Luis Rey Water Reclamation Facility, Mission
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Filtration Plant – 909951000722, 908748500712
& 908544400712**

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 CONSULTANT shall maintain liability insurance in the following minimum limits:

Process Evaluations and Recommendations for the San Luis Rey Water Reclamation Facility, Mission Basin Desalting Facility and Robert A. Weese Filtration Plant – 909951000722, 908748500712 & 908544400712

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
---------------------------------------	--------------

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

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

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

- 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.

**Process Evaluations and Recommendations for the
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& 908544400712**

- 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

**Process Evaluations and Recommendations for the
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CITY, its officers, agents or employees. CONSULTANT'S indemnification shall include any and all costs, expenses, expert fees, attorneys' fees and liability assessed against or incurred by the CITY, its officers, agents or employees in defending against such claims or lawsuits, whether the same proceed to judgment or not. Further, CONSULTANT, at its own expense, shall, upon written request by the CITY, defend any such suit or action brought against the CITY, its officers, agents or employees resulting or arising from the 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 intended, of the plans and specifications and all preliminary sketches, schematics, preliminary plans, architectural perspective

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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 \$69,866.

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

**Process Evaluations and Recommendations for the
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Filtration Plant – 909951000722, 908748500712
& 908544400712**

(30) days of receipt of invoice, subject to the approval of the Water Utilities Director, and based upon the following partial payment schedule:

13.4.1 Prior to submittal of the draft report, partial payments shall not exceed \$62,879.

13.4.2 Prior to CITY approval of the report, partial payments shall not exceed \$69,866.

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.

**Process Evaluations and Recommendations for the
San Luis Rey Water Reclamation Facility, Mission
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& 908544400712**

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:

City of Oceanside
Water Utilities Director
300 North Coast Highway
Oceanside, CA 92054

TO CONSULTANT:

R. Shane Trussell, Ph.D., P.E.
Trussell Technologies, Inc.
6540 Lusk Boulevard, Suite C274
San Diego, CA 92121

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:

**Process Evaluations and Recommendations for the
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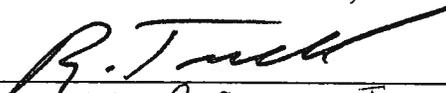
- a. Actual receipt at the offices of the party to whom the communication is to be sent, as designated above, or
- b. Three (3) working days following the deposit in the United States mail of registered or certified mail, postage prepaid, return receipt requested, addressed to the offices of the party 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:

TRUSSELL TECHNOLOGIES, INC.

CITY OF OCEANSIDE

By: 
 Name/Title R. Shane Trussell
vice president
 Date: 7/16/11

By: _____
 City Manager
 Date: _____

**SEE ATTACHMENT FOR
OFFICIAL NOTARIZATION**

By: _____
 Name/Title
 Date: _____

APPROVED AS TO FORM:

95-4832722
 Employer ID No.


 City Attorney

NOTARY ACKNOWLEDGMENTS OF CONSULTANT MUST BE ATTACHED.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California
County of **San Diego**

On 16 July 2011 before me, **Robert L. Piatt, Notary Public**, personally appeared

Robert Trussell

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 [Handwritten Signature]

OPTIONAL

This information not required by law, but may prevent fraudulent removal and reattachment to another document.

Title/Type of Document Professional Services Agreement

Document Date 16 July 2011 Number of Pages 11

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 _____

Right Thumbprint
Of Signer

Signer Is Representing

Signer's Name _____

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

Right Thumbprint
Of Signer

Signer Is Representing



July 4, 2011

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

Subject: Process Evaluations and Recommendations for the San Luis Rey Wastewater Treatment Plant, Mission Bay Desalting Facility, and the Robert A. Weese Filtration Plant

Greg,

We are pleased to submit the enclosed proposal to the City of Oceanside for a treatment process evaluation and recommendations to staff for the San Luis Rey wastewater treatment plant and two drinking water production facilities.

We are looking forward to working with you and your staff on these important studies. I am available to discuss this proposal in further detail as needed.

Respectfully,
Trussell Technologies, Inc.

A handwritten signature in black ink, appearing to read "R. Trussell", written in a cursive style.

R. Shane Trussell, Ph.D., P.E.

Enclosure: Scope of Work, Budget and Schedule



SCOPE OF WORK

Each of the three facility evaluations will include the following tasks:

Task 1: Existing facility and operational performance evaluation

Task 2: Technical Memorandum and presentation of findings from Task 1 along with recommendations

San Luis Rey Wastewater Treatment Plant

Task 1.1: Data Collection, Plant Visit and Operational Performance Evaluation

Objective: Obtain an understanding of the operational information and evaluate treatment process performance

Approach: Trussell Technologies, Inc. will visit the plant and meet with the operations staff to help identify process performance issues. During the visit, Trussell Technologies will confirm with operations staff which process data is available for review, the most efficient means to gather this information, and identify if there are any quality assurance concerns with particular datasets. Following the site visit, any available process data, from the primary influent sample point to the secondary effluent sample point, for the past two years will be collected (e.g. BOD, TSS, TKN, NH₃, NO₃⁻, SRT, MLSS, MLVSS, SVI, DO etc), tabulated, and evaluated for the primary sedimentation and secondary treatment facilities. In addition to this data, the project team will collect data on the thickening process and anaerobic digestion process to evaluate detention time, volatile solids destruction, and gas production. The San Luis Rey WWTP drawings will be studied to allow detention times and overflow rates to be calculated. Once the facility's data has been gathered and analyzed, the project team will perform a biological simulation using GPS-X (similar to BioWin) to assess flow rates required for optimal efficiency, biological performance, and required aeration for the biological reactors.

Task 1.2: Technical Memorandum and Presentation of Findings

Objective: Develop and discuss with staff a technical memorandum (TM) with process recommendations based on the findings from Task 1.1.

Approach: Trussell Technologies, Inc. will develop a TM with a detailed evaluation of the existing facility and operational performance challenges for the past two years. The TM will be divided into two separate plant assessments for the East and West treatment trains. This TM will provide recommendations for process targets and possible changes to reach optimal efficiency and performance at the facility. The TM will specifically address how process changes will impact energy and chemical costs, biosolids disposal costs, and the future ability to treat secondary effluent and meet Title 22 standards. Prior to submitting the draft TM for review, a presentation will be made to CITY staff to discuss findings and incorporate any additional comments. A draft TM will then be updated with information from the meeting and submitted to the CITY review. Any comments and feedback will be incorporated in a final TM.



Mission Basin Desalting Facility

Task 2.1: Data Collection, Plant Visit and Operational Performance Evaluation

Objective: Obtain an understanding of the operational information and evaluate treatment process performance

Approach: Trussell Technologies, Inc. will visit the plant and meet with the operators to help identify process performance issues. During the visit, Trussell Technologies will confirm with operational staff what process and water quality data is available for review, the most efficient means to gather this information, and identify if there are any quality assurance concerns with particular datasets. Following the site visit, any available process and water quality data for the past two years will be collected (e.g. Ca, Mg, Na, K, Ba, Cl, SO₄, NO₃, HCO₃, F, B, pH, flow, pressures, membrane module type, vessel configuration, etc), tabulated, and evaluated. In addition to this data, the project team will collect data on chemical usage, specifically focusing on NaOH, NH₃, and CO₂. Once the facility's data has been gathered and analyzed, the project team will perform a reverse osmosis simulation using membrane manufacturer's software to assess flow rates required for optimal efficiency, membrane performance, pressure and chemical requirements.

Task 2.2: Technical Memorandum and Presentation of Findings

Objective: Develop and discuss with staff a technical memorandum (TM) with process recommendations based on the findings from Task 2.1.

Approach: Trussell Technologies, Inc. will develop a TM with a detailed evaluation of the existing facility and operational performance challenges for the past two years. This TM will also provide recommendations for process targets and possible changes to reach optimal efficiency and performance at the facility. The TM will specifically focus on feedwater quality, green sand filter performance, membrane performance and configuration, blending and product water quality, and chemical dosing. The TM will address how process changes will impact energy and chemical costs, water quality, production capacity and process performance. Prior to submitting the draft TM for review, a presentation will be made to CITY staff to discuss findings and incorporate any additional comments. A draft TM will then be updated with information from the meeting and submitted to the CITY review. Any comments and feedback will be incorporated in a final TM.



Robert A Weese Filtration Plant

Task 3.1: Data Collection, Plant Visit and Operational Performance Evaluation

Objective: Obtain an understanding of the operational information and evaluate treatment process performance

Approach: As a first step, Trussell Technologies, Inc. will visit the plant and meet with the operators to help identify process performance issues. During the visit, Trussell Technologies will confirm with operational staff what process and water quality data is available for review, the most efficient means to gather this information, and identify if there are any quality assurance concerns with particular datasets. Following the site visit, any available process data for the past two years will be collected (e.g. flow, TSS, turbidity, pH, sludge production/hauling etc), tabulated, and evaluated. In addition to this data, the project team will evaluate data on chemical usage, specifically focusing on alum, chlorine, potassium permanganate, sodium hydroxide, and ammonia.

Task 3.2: Technical Memorandum and Presentation of Findings

Objective: Develop and discuss with staff a technical memorandum (TM) with process recommendations based on the findings from Task 3.1.

Approach: Trussell Technologies, Inc. will develop a TM with a detailed evaluation of the existing facility and operational performance challenges for the past two years. This TM will also provide recommendations for process targets and possible changes to reach optimal efficiency and performance at the facility. The TM will focus on coagulation, filtration, chlorination, and solids handling. The TM will address how process changes will impact energy and chemical costs, water quality, production capacity and process performance. Prior to submitting the draft TM for review, a presentation will be made to CITY staff to discuss findings and incorporate any additional comments. A draft TM will then be updated with information from the meeting and submitted to the CITY review. Any comments and feedback will be incorporated in a final TM.



BUDGET AND SCHEDULE

Table 1. Process Assessment Budget for San Luis Rey WWTP, Misslon Basin Desalter, and Robert Weese WTP

Task	Description	RRT	RST	CCT	JC	BF	ODCs	Total
		\$250	\$194	\$179	\$113	\$97	Mileage	
1	San Luis Rey Wastewater Treatment Plant Evaluation						\$ 132	\$23,796
1.1.1	Plant Visit and Data Acquisition		8			8	\$ 66	\$ 2,328
1.1.2	Data Analysis		8			40		\$ 5,432
1.1.3	GPS-X Modeling		4		24			\$ 3,488
1.2.1	Draft Technical Memorandum		16			40		\$ 6,984
1.2.2	Present Findings to Staff		8			8	\$ 66	\$ 2,328
1.2.3	Final Technical Memorandum		8			16		\$ 3,104
2	Misslon Basin Desalting Facility Evaluation						\$ 132	\$25,064
2.1.1	Plant Visit and Data Acquisition		8			8	\$ 66	\$ 2,328
2.1.2	Data Analysis	4	8			24		\$ 4,880
2.1.3	RO Modeling			8		16		\$ 2,984
2.2.1	Draft Technical Memorandum	4	16	4		40		\$ 8,700
2.2.2	Present Findings to Staff		8			8	\$ 66	\$ 2,328
2.2.3	Final Technical Memorandum	1	8	2		16		\$ 3,712
3	Robert A Weese Filtration Plant Evaluation						\$ 132	\$21,006
3.1.1	Plant Visit and Data Acquisition		8			8	\$ 66	\$ 2,328
3.1.2	Data Analysis	4	8			24		\$ 4,880
3.2.1	Draft Technical Memorandum	4	16			40		\$ 7,984
3.2.2	Present Findings to Staff		8			8	\$ 66	\$ 2,328
3.2.3	Final Technical Memorandum	1	8			16		\$ 3,354
TOTAL		18	148	14	24	320	\$ 396	\$69,866

Schedule: 90 days after notice to proceed

