

## STAFF REPORT



## CITY OF OCEANSIDE

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DATE: November 30, 2011

TO: Honorable Mayor and City Councilmembers

FROM: Water Utilities Department

SUBJECT: **PROFESSIONAL SERVICES AGREEMENT WITH CAROLLO ENGINEERS, INC. FOR THE SAN LUIS REY WASTEWATER TREATMENT PLANT DIGESTER CLEANING AND REPAIR DESIGN SERVICES**

**SYNOPSIS**

Staff and the Utilities Commission recommend that the City Council approve a professional services agreement with Carollo Engineers, Inc., of Oceanside in the amount of \$19,110 for San Luis Rey Wastewater Treatment Plant Digester Cleaning and Repair Design Services, and authorize the City Manager to execute the agreement (Exhibit A).

**BACKGROUND**

The San Luis Rey Wastewater Treatment Plant (SLRWWTP) was initially constructed in the early 1970s. There have been several expansions and upgrades to the plant over the past 35 years.

Wastewater treatment plant digesters require periodic cleaning to maintain proper treatment levels. Digester 1 at the San Luis Rey Wastewater Treatment Plant has not been cleaned for over 15 years. It is estimated that 10 feet of grit and other materials have settled in the bottom of the digester which must be removed and the digester must be cleaned. There are also a small amount of ancillary piping modifications and repairs required to the digester in order to maintain its treatment effectiveness.

**ANALYSIS**

On September 9, 2011, a Request for Proposals (RFP) for the preparation of cleaning specifications and repair plans was sent to eight qualified firms that were listed on the Water & Wastewater Consultant List provided by the Public Works—Engineering Division (Exhibit B).

On September 21, 2011, the Water Utilities Department received proposals from two of the eight 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. Staff has determined that the Carollo Engineers proposal includes the required items as

outlined in the RFP. This contract award is being brought forward for Council approval since the cumulative total for Carollo's projects is over \$50,000.

**FISCAL IMPACT**

The Fiscal Year 11-12 adopted budget for the San Luis Rey Digester Rehabilitation fund (909123100722.5305.10400) has an available balance of \$275,000. The Professional Services Agreement is in the amount of \$19,110; therefore, adequate funds are available for the project.

**INSURANCE REQUIREMENTS**

The City's standard insurance requirements will be met.

**COMMISSION OR COMMITTEE REPORT**

The Utilities Commission approved staff's recommendation at its regularly scheduled meeting on October 18, 2011.

**CITY ATTORNEY'S ANALYSIS**

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

**RECOMMENDATIONS**

Staff and the Utilities Commission recommend that the City Council approve a professional services agreement with Carollo Engineers, Inc. of Oceanside in the amount of \$19,110 for San Luis Rey Wastewater Treatment Plant Digester Cleaning and Repair Design Services, and authorize the City Manager to execute the agreement.

PREPARED BY:

SUBMITTED BY:

  
Greg Blakely  
Administration Manager

  
Peter A. Weiss  
City Manager

REVIEWED BY:

Michelle Skaggs-Lawrence, Deputy City Manager

Cari Dale, Water Utilities Director

Teri Ferro, Financial Services Director

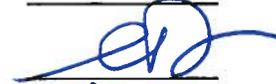
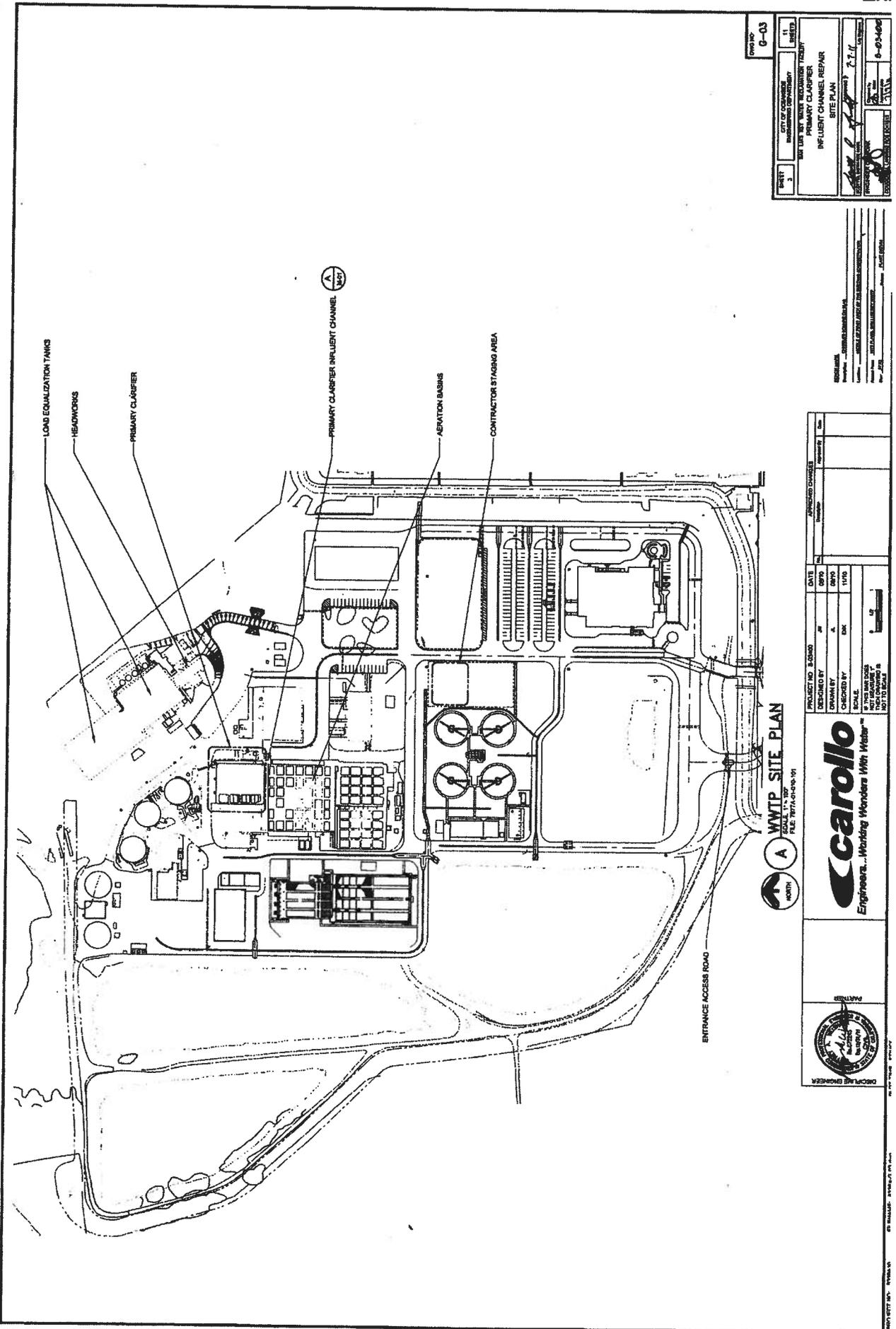
  
  


Exhibit A: Site Map  
Exhibit B: Professional Services Agreement



PROJECT NO. 0-03

SHEET 11

CITY OF CHICAGO  
 DEPT. OF ENVIRONMENT  
 AND CLIMATE

FOR USE BY WATER RECLAMATION DISTRICT

INFLUENT CHANNEL REPAIR  
 SITE PLAN

DATE: 7.7.11

SCALE: AS SHOWN

PROJECT ENGINEER: [Signature]

CHECKED BY: [Signature]

DATE: 7.7.11

SCALE: AS SHOWN

REVISIONS

NO.	DESCRIPTION	DATE
1	ISSUED FOR PERMIT	7.7.11

APPROVED CHANGES

NO.	DESCRIPTION	DATE

PROJECT NO. 0-03

DATE: 09/10

DESIGNED BY: A

DRAWN BY: DK

CHECKED BY: DK

SCALE: AS SHOWN

DATE: 09/10

PROJECT ENGINEER: [Signature]

CHECKED BY: [Signature]

DATE: 09/10

SCALE: AS SHOWN

**WWTP SITE PLAN**

SCALE: 1" = 100'

FILE: WTPA-01-01-10

**North**

**carollo**

Engineers... Working Wonders With Water™

**Professional Engineer**

STATE OF ILLINOIS

NO. 000000000

DATE: 07/01/2010

EXPIRES: 07/01/2011

**CITY OF OCEANSIDE**

**PROFESSIONAL SERVICES AGREEMENT**

**PROJECT: SAN LUIS REY WATER RECLAMATION FACILITY DIGESTER  
CLEANING AND REPAIR DESIGN - 909978000722**

THIS AGREEMENT, dated \_\_\_\_\_, 2011 for identification purposes, is made and entered into by and between the CITY OF OCEANSIDE, a municipal corporation, hereinafter designated as "CITY", and CAROLLO ENGINEERS, hereinafter designated as "CONSULTANT."

**NOW THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:**

1. **SCOPE OF WORK.** The CONSULTANT desires to prepare contract and design documents for the cleaning and repair of the San Luis Rey Water Reclamation Facility Digester and is more particularly described in the CONSULTANT'S scope of work and budget attached here and incorporated herein as Exhibit A and B.
2. **INDEPENDENT CONTRACTOR.** CONSULTANT'S relationship to the CITY shall be that of an independent contractor. CONSULTANT shall have no authority, express or implied, to act on behalf of the CITY as an agent, or to bind the CITY to any obligation whatsoever, unless specifically authorized in writing by the CITY. CONSULTANT shall be solely responsible for the performance of any of its employees, agents, or subcontractors under this Agreement. CONSULTANT shall report to the CITY any and all employees, agents, and consultants performing work in connection with this project, and all shall be subject to the approval of the CITY.
3. **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 this Agreement.
4. **LIABILITY INSURANCE.**
  - 4.1. 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

**SAN LUIS REY WATER RECLAMATION FACILITY DIGESTER  
CLEANING AND REPAIR DESIGN – 909978000722**

premises and automobile.

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

Comprehensive General Liability Insurance  
(bodily injury and property damage)

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

Commercial General Liability Insurance  
(bodily injury and property damage)

General limit per occurrence	\$ 1,000,000
General limit project specific aggregate	\$ 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.

4.3 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 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.

4.4 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 additional insured shall be primary insurance and other insurance maintained by the City of Oceanside, its officers, agents, and employees shall be excess only and not contributing with insurance provided pursuant to this Section.

4.5 All insurance companies affording coverage to the CONSULTANT pursuant to this agreement shall be insurance organizations admitted 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.

**SAN LUIS REY WATER RECLAMATION FACILITY DIGESTER  
CLEANING AND REPAIR DESIGN – 909978000722**

- 4.6 CONSULTANT shall provide thirty (30) days written notice to the CITY should any policy required by this Agreement 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.
- 4.7 CONSULTANT shall provide evidence of compliance with the insurance requirements listed above by providing, at minimum, a Certificate of Insurance and applicable endorsements, in a form satisfactory to the City Attorney, concurrently with the submittal of this Agreement.
- 4.8 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.
- 4.9 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.
5. **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 (\$1,000,000.00).

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

6. **CONSULTANT'S INDEMNIFICATION OF CITY.** To the greatest extent allowed by law, CONSULTANT shall indemnify and hold harmless the CITY and its officers, agents and employees against all claims for damages to persons or property arising out of the negligent acts, errors or omissions or wrongful acts or conduct of the CONSULTANT, or its employees, agents, subcontractors, or others in connection with the execution of the work covered by this Agreement, except for those claims arising from the willful misconduct, sole negligence or active negligence of the CITY, its officers, agents, or employees. CONSULTANT'S indemnification shall include any and all costs, expenses, attorneys' fees, expert fees and liability assessed against or incurred by the CITY, its officers, agents, or employees in defending against such claims or lawsuits, whether the same proceed to judgment or not.

**SAN LUIS REY WATER RECLAMATION FACILITY DIGESTER  
CLEANING AND REPAIR DESIGN – 909978000722**

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 conduct, tortious acts or omissions of the CONSULTANT.

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

7. **COMPENSATION.** CONSULTANT'S compensation for all work performed in accordance with this Agreement, shall not exceed the total contract price of \$19,110.

No work shall be performed by CONSULTANT in excess of the total contract price without prior written approval of the CITY. CONSULTANT shall obtain approval by the CITY prior to performing any work that results in incidental expenses to CITY.

8. **TIMING REQUIREMENTS.** Time is of the essence in the performance of work under this Agreement and the timing requirements shall be strictly adhered to unless otherwise modified in writing. All work shall be completed in every detail to the satisfaction of the CITY within 90 calendar days.

9. **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.

10. **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.

11. **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.

12. **TERMINATION OF AGREEMENT.** Either party may terminate this Agreement

**SAN LUIS REY WATER RECLAMATION FACILITY DIGESTER  
CLEANING AND REPAIR DESIGN – 909978000722**

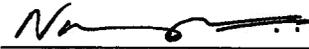
by providing thirty (30) days written notice to the other party. If any portion of the work is terminated or abandoned by the CITY, then the CITY shall pay CONSULTANT for any work completed up to and including the date of termination or abandonment of this Agreement. The CITY shall be required to compensate CONSULTANT only for work performed in accordance with the Agreement up to and including the date of termination.

13. **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 set forth below.

CAROLLO ENGINEERS, INC.

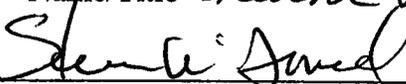
CITY OF OCEANSIDE

By: 

By: \_\_\_\_\_

Name/Title *Executive VP*

Peter Weiss, City Manager

By: 

APPROVED AS TO FORM:

Name/Title *Steve V.P.*



86-0899222

City Attorney

Employer ID No.

**NOTARY ACKNOWLEDGMENTS OF CONSULTANT MUST BE ATTACHED.**

# CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of Contra Costa

On October 24, 2011 before me, Virginia K. Elliott, Notary Public  
(Here insert name and title of the officer)

personally appeared B. Narayanan and Steve McDonald

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.

Virginia K. Elliott  
Signature of Notary Public

(Notary Seal)



## ADDITIONAL OPTIONAL INFORMATION

### DESCRIPTION OF THE ATTACHED DOCUMENT

Professional Services Agreement  
(Title or description of attached document)

\_\_\_\_\_  
(Title or description of attached document continued)

Number of Pages \_\_\_\_\_ Document Date \_\_\_\_\_

\_\_\_\_\_  
(Additional information)

### CAPACITY CLAIMED BY THE SIGNER

- Individual (s)  
 Corporate Officer

\_\_\_\_\_  
(Title)

- Partner(s)  
 Attorney-in-Fact  
 Trustee(s)  
 Other \_\_\_\_\_

### INSTRUCTIONS FOR COMPLETING THIS FORM

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

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

**CERTIFICATION**

This is to certify that the undersigned, Michael W. Barnes, as Corporate Secretary and General Counsel for **Carollo Engineers, Inc.**, is authorized to state and certify: That by corporate policy approved by the Board of Directors on 02/07/2011, B. Narayanan, Executive Vice President, and Steve McDonald, Senior Vice President, are authorized to execute engineering service agreements for the usual and customary engineering business of the company.

Dated: October 26, 2011

  
\_\_\_\_\_  
Michael W. Barnes  
Corporate Secretary & General Counsel

EXHIBIT A  
SCOPE OF WORK  
CITY OF OCEANSIDE

SAN LUIS REY WATER RECLAMATION FACILITY  
DIGESTER 1 CLEANING AND REPAIR DESIGN  
Project 909978000722

CONSULTANT – CAROLLO ENGINEERS, INC.

INTRODUCTION

Wastewater treatment plant digesters require periodic cleaning to maintain proper treatment levels. Digester 1 at the San Luis Rey Water Reclamation Facility (SLRWRF) has not been cleaned for over 15 years. It is estimated that 10 feet of grit and other materials has settled in the bottom.

This project includes preparation of contract documents for public bidding for the cleaning services. The project also includes a new withdrawal pipeline from the center of Digester 1 to the dewatering centrifuges. This pipeline will result in consistent centrifuge feed quality and improved operations. The interior will be inspected once it is cleaned.

The following outlines the tasks that the CONSULTANT shall complete in preparation of the contract documents.

SCOPE OF WORK

Task 1 – Meetings

The CONSULTANT shall attend two meetings, the kick-off meeting and a review meeting. The CONSULTANT shall provide a draft agenda approximately one week before each meeting and distribute conference minutes to all participants within one week after. The kick-off meeting will be to review the project goals, review project needs with your operations and maintenance (O&M) staff, establish lines of communication, and review data needs.

The kick-off meeting will also be used to establish the direction for the digester cleaning specifications and the piping modifications. As part of the agenda package, we will submit draft cleaning specifications and piping schematics for review. Many decisions can be made to direct the subsequent design. Some of these are listed in the following table.

Item	Importance
Depth of Grit Build-up	This will establish the quantities for the contractor's bid proposal. Most of the sludge will be dewatered before the contractor begins.

	There are "thief hatches" on the digester dome that can be used to sound the grit level.
On-site Dewatering versus Liquid Haul-off	Most digester cleaning contractors can bring their own centrifuges on-site for the cleaning operation. This option has more concerns with respect to odor generation. The alternative is to require the contractor to remove all materials as liquid. This alternative is more costly, but may have benefits.
Contractor Staging Area	The area in front of Digesters Nos. 1 and 2 may be the best for the contractor based on the location of the sidewall access manhole.
Use of Existing Utilities	Use and availability of existing washwater and power. Washwater flow rate should be established. Contractor will be required to provide own sanitary facilities.
Recycle Stream	If on-site dewatering is used, the maximum recycle flow rate, BOD, and suspended solids should be set. The discharge point needs to be determined.
Number of Contracts	There are several contractors that specialize in digester cleaning. We can provide a list. If the City contracts for the cleaning and piping modifications separately, there may be savings in terms of contractor overhead and profit. The mechanical contractor would not have to markup the cleaning contractor's price.

### Task 2 – Digester Cleaning Specifications

The CONSULTANT shall prepare cleaning specifications based on the decisions made at the kick-off meeting. The specifications will include the Proposal Bid Form, Special Conditions, and the detailed cleaning specifications. The proposal form will include mobilization, unit price based on the volume left in the digester after dewatering, demobilization, and other items identified in the work. The detailed specifications will include odor control requirements, disposal requirements including manifests, and the other items identified in the previous table.

### Task 3 – Digester Piping Modifications

The CONSULTANT shall prepare plans for the new draw-off pipe, add a valve on the supernatant piping, and change the sludge feed location. The draw-off pipe will consist of two penetrations, one to the center and one higher on the tank wall. Considering the scope of the modifications, the plans will be prepared as simply as possible while still conveying the scope of work to the contractor. Photos will be included on the plans where applicable. For instance, the valve addition can clearly be shown with a photo, with dimensions and notes. The required

pipng materials will be listed on the plans with notes giving thickness class, lining, and applicable ASTM or AWWA reference specification.

Task 4 – Cost Estimate

The CONSULTANT shall prepare a construction cost estimate for cleaning and the piping modifications. The cost estimate shall utilize unit costs developed especially for wastewater projects. Cleanings costs will be based on calls to specialty contractors and compared to the costs included in the bids for the La Salina cleaning project. The costs will be reviewed and adjusted for expected site difficulties and size of project.

Task 5 – Post Cleaning Inspection

The CONSULTANT shall perform a post cleaning inspection by a process and structural engineer. An inspection report will be prepared that identifies the needed repairs, severity, and criticality. A recommendation will be made on whether or not it is advisable to place the digester back into service before the repairs are made.

Task 6 – Record Drawings

The CONSULTANT shall prepare Record Drawings of the completed construction based on mark-ups prepared by the Contractor. The CONSULTANT shall submit final mylars and a pdf file on disk.

**EXHIBIT B**  
**City of Oceanside**  
**San Luis Rey Wastewater Treatment Plant**  
**Digester No. 1 Cleaning and Repair**

Consultant - Carollo Engineers, Inc.

TASK	Wood	Doering	Weishaar	Technician	WP	Total Hours	Total Labor	Other Direct Costs	Task Total
Task I Meetings	4	0	4	0	0	8	\$1,648	\$276	\$1,924
Task II Digester Cleaning Specifications	2	0	12	2	2	18	\$2,916	\$171	\$3,087
Task III Digester Piping Modifications	2	0	24	40	2	68	\$8,870	\$646	\$9,516
Task IV Cost Estimate	1	0	4	0	0	5	\$922	\$48	\$970
Task V Post Cleaning Inspection	0	6	6	1	0	13	\$2,341	\$424	\$2,765
Task VI Record Drawings	0	0	2	3	1	6	\$742	\$107	\$849
<b>TOTAL</b>	9	6	52	46	5	118			
<b>RATE</b>	\$242	\$203	\$170	\$103	\$93				
<b>COST TOTAL</b>	\$2,178	\$1,218	\$8,840	\$4,738	\$465		\$17,439	\$1,671	\$19,110

