

## STAFF REPORT



## CITY OF OCEANSIDE

---

DATE: January 4, 2012

TO: Honorable Mayor and City Councilmembers

FROM: Water Utilities Department

SUBJECT: **RESOLUTION AUTHORIZING APPLICATION TO THE UNITED STATES DEPARTMENT OF THE INTERIOR, BUREAU OF RECLAMATION, POLICY AND ADMINISTRATION, TO OBTAIN WATERSMART WATER AND ENERGY EFFICIENCY GRANT FUNDING FOR THE SAN LUIS REY WATER RECLAMATION FACILITY EXPANSION – PHASE 1 PROJECT AND A PROFESSIONAL SERVICES AGREEMENT WITH RMC WATER AND ENVIRONMENT OF SAN DIEGO FOR GRANT APPLICATION ASSISTANCE**

**SYNOPSIS**

Staff and the Utilities Commission recommend that the City Council adopt a resolution authorizing an application to the United States Department of the Interior, Bureau of Reclamation, Policy and Administration, to obtain a WaterSMART Water and Energy Efficiency grant for the San Luis Rey Water Reclamation Facility Expansion – Phase I project grant funding; approve a professional services agreement with RMC Water and Environment of San Diego in the amount of \$150,000 for the FY 2012 Grant Application Assistance; and authorize the City Manager to submit the grant applications and execute the agreement (Exhibit A).

**BACKGROUND**

The Water Utilities Department in its endeavor to continually provide cost-effective water and sewer services to the citizens of Oceanside has identified Grant opportunities that would decrease the financial burden of proposed Capital Improvement Projects.

Currently there are two grant opportunities, WaterSMART Water and Energy Efficiency and Title XVI Water Reclamation and Reuse grants, available along with several anticipated opportunities forthcoming in which the specific projects will vary according to the criteria outlined within each grant opportunity. The WaterSMART Water and Energy Efficiency grant funding opportunity application is for \$1.5 million and requires 50 percent match funds. This is the only grant application at this time that requires a resolution. The application deadlines for these grants are extremely short and assistance in preparing the grant application package is required.

## **ANALYSIS**

On November 22, 2011, a Request for Proposals (RFP) for grant preparation assistance was sent to four qualified firms that were listed on the Water & Wastewater Consultant List (Exhibit B).

On November 30, 2011, the Water Utilities Department received proposals from all four consulting firms contacted; staff performed a review of the proposals for accuracy and completeness and has determined that the RMC Water and Environment proposal includes the required items as outlined in the RFP. The City's approved proposal rating form was used to evaluate the proposals (Exhibit C).

The initial two grant applications are required to be completed by mid-January with anticipated additional grant opportunities and deadlines forthcoming.

## **FISCAL IMPACT**

The Fiscal Year 11-12 adopted budget for the Miscellaneous Water Project funds (908122300710.5326.10110) has a balance of \$1,000,000. The Professional Services Agreement is in the amount of \$150,000. Therefore, adequate funds are available for the project.

## **INSURANCE REQUIREMENTS**

The City's standard insurance requirements will be met.

## **COMMISSION OR COMMITTEE REPORT**

The Utilities Commission was advised that staff was pursuing the grant opportunities at its regularly scheduled meeting on November 15, 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 adopt a resolution authorizing an application to the United States Department of the Interior, Bureau of Reclamation, Policy and Administration, to obtain a WaterSMART Water and Energy Efficiency grant for the San Luis Rey Water Reclamation Facility Expansion – Phase I project grant funding; approve a professional services agreement with RMC Water and Environment of San Diego in the amount of \$150,000 for the FY 2012 Grant Application Assistance; and authorize the City Manager to submit the grant applications and execute the agreement (Exhibit A).

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: Consultant Mailing List
- Exhibit C: Consultant Rating Forms

**CITY OF OCEANSIDE**

**PROFESSIONAL SERVICES AGREEMENT**

**PROJECT: FY 2012 GRANT APPLICATION ASSISTANCE [909978000722 & 908824000712]**

THIS AGREEMENT, dated \_\_\_\_\_, 20\_\_ for identification purposes, is made and entered into by and between the CITY OF OCEANSIDE, a municipal corporation, hereinafter designated as "CITY", and RMC WATER AND ENVIRONMENT, hereinafter designated as "CONSULTANT."

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

1. **SCOPE OF WORK.** The project is more particularly described as follows: FY 2012 Grant Application Assistance more particularly described in the attached Scope of Work.
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 premises and automobile.

**FY 2012 GRANT APPLICATION ASSISTANCE [909978000722 & 908824000712]**

**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
---------------------------------------	--------------

\*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.

**FY 2012 GRANT APPLICATION ASSISTANCE [909978000722 & 908824000712]**

- 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. Further, CONSULTANT at its own expense shall, upon written request by the CITY,

**FY 2012 GRANT APPLICATION ASSISTANCE [909978000722 & 908824000712]**

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 \$150,000.

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 per the grant application deadlines as opportunities become available.
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

**FY 2012 GRANT APPLICATION ASSISTANCE [909978000722 & 908824000712]**

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.

RMC WATER AND ENVIRONMENT		CITY OF OCEANSIDE	
By: <u><i>David L. Richardson</i></u>		By: _____	
Name/Title <u>David L. Richardson</u>			City Manager
By: <u><i>Stephen Clay</i></u>	<u><i>Senior Vice President</i></u>	APPROVED AS TO FORM:	
Name/Title <u>Stephen Clay</u>	<u>Secretary</u>		
<u>94-3295096</u>		<u><i>Paul J. Samellos, ASST.</i></u>	
Employer ID No.		City Attorney	

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

# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of CONTRA COSTA }

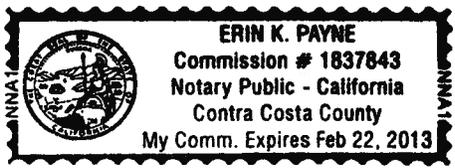
On 12-15-11 before me, ERIN K. PAYNE  
Date Here Insert Name and Title of the Officer

personally appeared DAVID L. RICHARDSON AND STEPHEN CLARY  
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 [Handwritten Signature]  
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: CITY OF OCEANSIDE: NTP FY 2012 GRANT APPLICATION

Document Date: N/A Number of Pages: 5

Signer(s) Other Than Named Above: \_\_\_\_\_

### Capacity(ies) Claimed by Signer(s)

Signer's Name: DAVID L. RICHARDSON

- Individual
- Corporate Officer — Title(s): SR. VP
- Partner —  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_



Signer Is Representing: \_\_\_\_\_

Signer's Name: STEPHEN CLARY

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



Signer Is Representing: \_\_\_\_\_



**City of Oceanside  
FY 2012 Grant Application Assistance  
(909978000722 and 908824000712)**

**Scope of Work**

***Task 1: WaterSMART: Water-Energy Application***

RMC will assist the City of Oceanside in preparing a grant application to submit to the Bureau of Reclamation for consideration under the *WaterSMART: Water and Energy Efficiency* solicitation. These services will include:

- Review of grant solicitation materials, including project qualification requirements
- Meetings with City staff to determine which project(s) will qualify and be competitive for the grant solicitation
- Meetings with City staff to discuss grant application data needs, review provided materials (background materials, planning studies, and relevant plans and specifications), and to discuss draft materials
- Preparation of grant application outline and list of data needs
- Support to City staff for development of resolutions and/or other necessary support materials for grant submittal
- Preparation of grant application materials, including draft work plan, maps, and attachments
- Preparation of construction quantities and cost estimates, as needed to demonstrate cost effectiveness and economic benefits
- Completion of environmental compliance forms associated with grant applications
- Production of digital (PDF) and hard copy versions of grant applications
- Support for upload of grant application materials to grantee websites

The City will be responsible for providing background materials, planning studies, and relevant plans and specifications describing the selected project(s) for the grant application. RMC will be responsible for overall coordination, production, and submittal of the grant application to Reclamation.

***Task 2: WaterSMART: Title XVI Application***

RMC will assist the City of Oceanside in preparing a grant application to submit to the Bureau of Reclamation for consideration under the *WaterSMART: Title XVI Water Reclamation and Reuse Program* solicitation. These services will include:

- Review of grant solicitation materials, including project qualification requirements
- Meetings with City staff to determine which project(s) will qualify and be competitive for the grant solicitation

- Meetings with City staff to discuss grant application data needs, review provided materials (background materials, planning studies, and relevant plans and specifications), and to discuss draft materials
- Preparation of grant application outline and list of data needs
- Support to City staff for development of resolutions and/or other necessary support materials for grant submittal
- Preparation of grant application materials, including draft work plan, maps, and attachments
- Preparation of construction quantities and cost estimates, as needed to demonstrate cost effectiveness and economic benefits
- Completion of environmental compliance forms associated with grant applications
- Production of digital (PDF) and hard copy versions of grant applications
- Support for upload of grant application materials to grantee websites

The City will be responsible for providing background materials, planning studies, and relevant plans and specifications describing the *Mission Basin Brackish Groundwater Desalting Demonstration Project* for the grant application. RMC will be responsible for overall coordination, production, and submittal of the grant application to Reclamation.

***Task 3: As-Needed Grant Application Support***

RMC will assist the City of Oceanside in preparing other grant applications, upon request. These services may include, but are not limited to:

- Review of grant solicitation materials, including project qualification requirements
- Meetings with City staff to determine which project(s) will qualify and be competitive for the grant solicitation
- Meetings with City staff to discuss grant application data needs, review provided materials (background materials, planning studies, and relevant plans and specifications), and to discuss draft materials
- Preparation of grant application outline and list of data needs
- Support to City staff for development of resolutions and/or other necessary support materials for grant submittal
- Preparation of grant application materials, including draft work plan, maps, and attachments
- Preparation of construction quantities and cost estimates, as needed to demonstrate cost effectiveness and economic benefits
- Completion of environmental compliance forms associated with grant applications
- Production of digital (PDF) and hard copy versions of grant applications
- Support for upload of grant application materials to grantee websites

## Project Schedule

### *Task 1: WaterSMART: Water-Energy Application*

For the *WaterSMART: Water and Energy Efficiency* solicitation, RMC proposes to complete the draft grant application for City staff review by January 4, 2012 and the final application for submittal by January 18, 2012 (due to Reclamation by January 19, 2012).

Week of	Dec 5	Dec 12	Dec 19	Dec 26	Jan 2	Jan 9	Jan 16
Notice to Proceed							
Determine Project(s) for Submittal and Data Needs							
<i>City to Provide Materials</i>							
Prepare Draft Submittal							
<i>City to Review Draft Submittal</i>							
Prepare Final Submittal							

### *Task 2: WaterSMART: Title XVI Application*

For the *WaterSMART: Title XVI Water Reclamation and Reuse Program* solicitation, RMC proposes to complete the draft grant application for City review by December 30, 2011 and the final application for submittal by January 16, 2012 (due to Reclamation by January 17, 2012).

Week of	Dec 5	Dec 12	Dec 19	Dec 26	Jan 2	Jan 9
Notice to Proceed						
Discuss Data Needs and Gather Support Materials						
<i>City to Provide Materials</i>						
Prepare Draft Submittal						
<i>City to Review Draft Submittal</i>						
Prepare Final Submittal						

### *Task 3: As-Needed Grant Application Support*

RMC will provide as-needed grant application support upon request by City staff.

## Fee Estimate

RMC proposes to assist the City of Oceanside to complete the grant application(s) for a not-to-exceed amount of \$150,000 (see **Attachment A**). RMC proposes to bill on a time and materials basis according to our 2011 standard rate sheet. Key personnel billing rates include:

Name	Title	Hourly Rate
Tom West, P.E.	Principal Project Manager I	\$235
Kathy Caldwell	Sr Project Manager I	\$215
Rosalyn Prickett, AICP	Project Manager II	\$200
Tish Berge, P.E.	Sr Project Manager II	\$220
Rob Morrow, P.E.	Project Manager II	\$200
Dawn Flores	Project Planner II	\$165
Crystal Mohr	Project Planner I	\$155



**Fee Estimate**

**City of Oceanside  
FY 2012 Grant Application Assistance**

Tasks	Tom West				Caldwell / Berge				Morrow / Prickett				Flores / Mohr		Total Hours	Total Labor Costs (1)	Total ODCs (2)	Total Fee
	PIC / PM		Grant Support		Grant Support		Grant Support		Grant Support		Grant Support	Total ODCs						
	\$235		\$220	\$200	\$165													
Task 1: WaterSMART: Water-Energy Application	8		8	24	40									80	\$15,040	\$220	\$15,260	
Task 2: WaterSMART: Title XVI Application	8		8	30	60									106	\$19,540	\$220	\$19,760	
Task 3: As-Needed Grant Application Support	60		60	180	310									610	\$114,450	\$530	\$114,980	
<b>TOTAL</b>	76		76	234	410									796	\$149,030	\$970	\$150,000	

1. The individual hourly rates include salary, overhead and profit.
2. Other direct costs (ODCs) such as reproduction, delivery, mileage (rates as allowed by current IRS guidelines), and travel expenses, will be billed at actual cost plus 10%.

Company  
Infrastructure Engineering Corporation  
Tetra Tech ASL, Inc.  
RMC Water and Environment

Address  
301 Mission Avenue, Suite 202  
2141 El Camino Real, Suite J  
4225 Executive Square, Suite 750

City  
Oceanside  
Oceanside  
San Diego

State Zip  
CA 92054 Preston  
CA 92054 Howard  
CA 92037 Tish

Last Name  
Lewis  
Arnold  
Berge

**CONSULTANT PROPOSAL - RATING FORM**

NAME OF FIRM: A) Tetra Tech B) IEC C) RMC D) Carollo

PROJECT: Grant Writing Assistance

DATE: 12/1/2011

PROJECT NO.: 909978000722

ITEM	POINTS	CONSULTANT'S RATING			
		A	B	C	D
<b>I. QUALIFICATIONS OF FIRM AND MEMBERS:</b>					
A. Specialized expertise of members	15	13	14	14	14
B. Adequacy of staff and resources.	15	14	14	14	14
<b>II. PERFORMANCE OF WORK SIMILAR IN CHARACTER:</b>					
A. Comparable work (local area preferred).	10	8	8	10	9
B. Proposal submitted by Oceanside firm.	6	6	6	0	6
C. Proposal included an Oceanside firm as part of a consulting team.	4	0	0	0	0
D. Additional points based on abilities, qualifications, and commitment of Oceanside firm.	5	5	5	0	5
<b>III. ABILITY TO PROVIDE SERVICES:</b>					
A. Ability to complete job on time.	10	10	10	10	10
<b>IV. QUALITY OF PROPOSAL:</b>					
A. Satisfactorily address all objectives.	10	9	10	10	10
B. Provide additional amplifying information.	5	0	0	3	0
C. Presentation, clarity, neatness.	5	3	4	5	5
<b>V. WORK PERFORMANCE FOR THE CITY:</b>					
A. No work in past 12 months.	10	2	2	10	2
B. Work in past 12 months - deductions based on Contract amount.					
<b>VI. PRICE:</b>					
A. Overall cost.	10	8	9	8	7
<b>TOTALS:</b>	<b>105</b>	<b>78</b>	<b>82</b>	<b>84</b>	<b>82</b>

**RANKING:**

1 RMC

2

3

4

5

**RATED BY:**

Name/Title: Jason Dafforn, PM

Name/Title:

Name/Title:

Name/Title:

Date:

**CONSULTANT PROPOSAL - RATING FORM**

NAME OF FIRM: A) Tetra Tech; B) IEC; C) RMC; D) Carollo

DATE: 12/5/2011

Title XVI FY 2012 Water Reclamation & Reuse Program Grant Funding Opportunity  
Application Assistance

PROJECT NO.: 908824000712

ITEM	POINTS	CONSULTANT'S RATING			
		A	B	C	D
<b>I. QUALIFICATIONS OF FIRM AND MEMBERS:</b>					
A. Specialized expertise of members	15	13	15	15	14
B. Adequacy of staff and resources.	15	14	14	15	14
<b>II. PERFORMANCE OF WORK SIMILAR IN CHARACTER:</b>					
A. Comparable work (local area preferred).	10	5	10	10	9
B. Proposal submitted by Oceanside firm.	6	6	6	0	6
C. Proposal included an Oceanside firm as part of a consulting team.	4	0	0	0	0
D. Additional points based on abilities, qualifications, and commitment of Oceanside firm.	5	4	5	0	5
<b>III. ABILITY TO PROVIDE SERVICES:</b>					
A. Ability to complete job on time.	10	10	10	10	10
<b>IV. QUALITY OF PROPOSAL:</b>					
A. Satisfactorily address all objectives.	10	8	9	10	10
B. Provide additional amplifying information.	5	0	4	5	4
C. Presentation, clarity, neatness.	5	4	4	5	5
<b>V. WORK PERFORMANCE FOR THE CITY:</b>					
A. No work in past 12 months.	10	2	2	10	2
B. Work in past 12 months - deductions based on Contract amount.		0	0	0	0
<b>VI. PRICE:</b>					
A. Overall cost.	10	8	9	9	7
<b>TOTALS:</b>					<b>86</b>

RANKING:

1 RMC

2 \_\_\_\_\_

3 \_\_\_\_\_

4 \_\_\_\_\_

5 \_\_\_\_\_

RATED BY:

Name/Title: Gary Bodman, Water/Wastewater Project Manager

Name/Title: \_\_\_\_\_

Name/Title: \_\_\_\_\_

Name/Title: \_\_\_\_\_

Date: \_\_\_\_\_

1 RESOLUTION NO.

2 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
3 OCEANSIDE AUTHORIZING APPLICATION TO THE UNITED  
4 STATES DEPARTMENT OF THE INTERIOR, BUREAU OF  
5 RECLAMATION, POLICY AND ADMINISTRATION TO  
6 OBTAIN WATERSMART: WATER AND ENERGY  
7 EFFICIENCY GRANT FUNDING

8 WHEREAS, the United States Department of the Interior, Bureau of Reclamation,  
9 Policy and Administration (Bureau of Reclamation), WaterSMART: Water and Energy  
10 Efficiency Grant Funding Opportunity invites States, Indian tribes, irrigation districts, water  
11 districts, and other organizations with water or power delivery authority to leverage their  
12 money and resources by cost sharing with Reclamation on projects that seek to conserve and  
13 use water more efficiently, increase the use of renewable energy and improve energy  
14 efficiency, benefit endangered and threatened species, facilitate water markets, or carry out  
15 other activities to address climate-related impacts on water or prevent any water-related crisis  
16 or conflict;

17 WHEREAS, grant funds from the Bureau of Reclamation, WaterSMART: Water and  
18 Energy Efficiency Grants are available to conserve and use water more efficiently, increase the  
19 use of renewable energy and improve energy efficiency, benefit endangered and threatened  
20 species, facilitate water markets, or carry out other activities to address climate-related impacts  
21 on water or prevent any water-related crisis or conflict;

22 WHEREAS, the procedures established by the Bureau of Reclamation require the  
23 applicant's governing body to certify by resolution authorization for the applicant to submit an  
24 application for funds from the Program; and

25 WHEREAS, the City of Oceanside is an eligible applicant for grant funds from the  
26 Bureau of Reclamation, WaterSMART: Water and Energy Efficiency Grants, and is involved  
27 in activities that would benefit by funding from the Program;

28 NOW, THEREFORE, the City Council of the City of Oceanside does resolve as follows:

SECTION 1. That application be made to the Bureau of Reclamation, to obtain  
WaterSMART: Water and Energy Efficiency grant funding pursuant to Funding Opportunity

1 No. R12SF80049, and to enter into an agreement to receive a grant for the San Luis Rey Water  
2 Reclamation Facility Expansion – Phase I project. The City of Oceanside is able to provide the  
3 amount of funds identified in the grant application funding  
4 plan.

5 SECTION 2. The City Manager or his designee is authorized and directed to prepare the  
6 necessary data, make investigations and submit such application, and to sign and execute an  
7 agreement with the Bureau of Reclamation to receive grant funds. The City of Oceanside will  
8 work with the Bureau of Reclamation to meet established deadlines for entering into a  
9 cooperative agreement.

10 PASSED AND ADOPTED by the City Council of the City of Oceanside, California,  
11 this \_\_\_\_\_ day of \_\_\_\_\_, 2012, by the following vote

- 12 AYES:
- 13 NAYES:
- 14 ABSENT:
- 15 ABSTAIN:

17 \_\_\_\_\_  
18 MAYOR, CITY OF OCEANSIDE

19  
20 ATTEST:  
21 \_\_\_\_\_  
22  
23 CITY CLERK

20 APPROVED AS TO FORM:  
21 \_\_\_\_\_  
22 *Antonio Samaltes, #87*  
23 CITY ATTORNEY