

STAFF REPORT



ITEM NO. 13
CITY OF OCEANSIDE

DATE: January 16, 2013
TO: Honorable Mayor and City Councilmembers
FROM: Water Utilities Department
SUBJECT: **AWARD A CONTRACT FOR THE DIGESTER CLEANING AND REPAIR PROJECT LOCATED AT THE THE SAN LUIS REY WASTEWATER TREATMENT FACILITY AND APPROVAL OF THE PROFESSIONAL SERVICES AGREEMENT WITH CAROLLO ENGINEERS, INC. FOR ENGINEERING SUPPORT SERVICES DURING CONSTRUCTION**

SYNOPSIS

Staff and the Utilities Commission recommend that the City Council award a contract in an amount not to exceed \$213,500 to Synagro-WWT, Inc., of Suisun City for construction of the Digester Cleaning and Repair project; approve a professional services agreement with Carollo Engineers, Inc., of San Diego in an amount not to exceed \$14,626 for engineering support services during construction; and authorize the City Manager to execute the agreements upon receipt of all supporting documents.

BACKGROUND

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

Part of the treatment process uses digesters to process the solids portion of the wastewater. There are digesters at SLRWWTF which require periodic cleaning to maintain proper treatment levels. Digester 1 at the SLRWWTF has not been cleaned for over 15 years. It is estimated that 10 feet of grit and other materials have accumulated in the bottom of the digester which has decreased both the efficiency and capacity of the digester. There is also a small amount of ancillary piping modifications and repairs required to the digester in order to maintain its treatment effectiveness.

ANALYSIS

This project will remove, clean, and dispose of approximately 100,000 gallons of material from Digester 1 and replace key pipes valves to ensure the digester operates efficiently and at full capacity.

On November 30, 2011, the City Council approved an agreement with Carollo Engineers to prepare the plans and specifications for the San Luis Rey Wastewater Treatment Facility Digester Cleaning and Repair Project.

On August 29, 2012, the City Council approved the plans and specifications for the construction of the Digester Cleaning and Repair project and authorized the City Engineer to call for bids.

On November 9, 2012, no bids were received prior to the bid deadline; however one bid from Synagro-WWT, Inc. did arrive after the stipulated deadline. Section 20166 of the California Public Contracting Code states that if no bids are received, the legislative body may have the project completed without further complying with this Section of the Code. Therefore, the City contacted the only interested bidder who submitted a late bid, Synagro-WWT, Inc., of Suisun City, with a bid in the amount of \$213,500. Staff has reviewed the bid submitted by Synagro-WWT, Inc. and found that its bid, bid bond and references are in accordance with City standards. The engineer's estimate to construct the project is \$216,000.

The design engineer, Infrastructure Engineering Corporation, will provide construction phase engineering support services during construction (Exhibit B). Construction phase engineering support services include reviewing submittals for concurrence with plan specifications, requests for information and reviewing change orders.

FISCAL IMPACT

The Fiscal Year 12-13 adopted budget for the San Luis Rey Digester Rehabilitation fund (909123100722.5703.10600) has an available balance of \$530,546. The construction contract is \$213,500 and the engineering support service contract is \$14,626 for a combined total of \$228,126. Therefore, there are sufficient funds available to complete this project.

INSURANCE REQUIREMENTS

The City's standard insurance requirements will be met.

COMMISSION OR COMMITTEE REPORT

The Utilities Commission will review staff's recommendation at its regularly scheduled meeting on January 8, 2013.

CITY ATTORNEY'S ANALYSIS

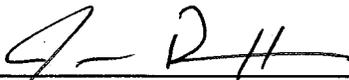
The referenced documents have been reviewed by the City Attorney's office and approved as to form.

RECOMMENDATIONS

Staff and the Utilities Commission recommend that the City Council award a contract in an amount not to exceed \$213,500 to Synagro-WWT, Inc., of Suisun City for construction of the Digester Cleaning and Repair project; approve a professional services agreement with Carollo Engineers, Inc., of San Diego in an amount not to exceed \$14,626 for engineering support services during construction; and authorize the City Manager to execute the agreements upon receipt of all supporting documents.

PREPARED BY:

SUBMITTED BY:



Jason Dafforn
Water Utilities Division 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



NO SCALE

EXHIBIT B

CITY OF OCEANSIDE

PROFESSIONAL SERVICES AGREEMENT

**PROJECT: SAN LUIS REY WATER RECLAMATION FACILITY DIGESTER
CLEANING AND REPAIR CONSTRUCTION PHASE SUPPORT
SERVICES - 909978000722**

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 CAROLLO ENGINEERS, hereinafter designated as "CONSULTANT."

NOW THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. **SCOPE OF WORK.** The project is more particularly described as follows: The intent of the Consulting Services during Construction phase of this project is to provide overview of design intent, interpretation of the plans and specifications, and support of the CITY'S construction management staff. This effort includes office consulting services and field support services and is more particularly described in the CONSULTANT'S scope of work and budget attached here and incorporated herein as Exhibit A
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 Engineer. The CONSULTANT shall not be authorized to communicate directly with, nor in any way direct the actions of, any bidder or the construction contractor for this project without the prior written authorization by the City Engineer. 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.

SAN LUIS REY WATER RECLAMATION FACILITY DIGESTER CLEANING AND REPAIR CONSTRUCTION PHASE SUPPORT SERVICES - 909978000722

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.

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'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.

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

SAN LUIS REY WATER RECLAMATION FACILITY DIGESTER CLEANING AND REPAIR CONSTRUCTION PHASE SUPPORT SERVICES - 909978000722

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.
- 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 CONSULTANT'S work, including the negligent acts, errors or omissions or wrongful acts or conduct of the CONSULTANT, or its employees,

SAN LUIS REY WATER RECLAMATION FACILITY DIGESTER CLEANING AND REPAIR CONSTRUCTION PHASE SUPPORT SERVICES - 909978000722

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, defend any such suit or action brought against the CITY, its officers, agents, or employees founded upon, resulting or arising from the conduct, tortious acts or omissions of the CONSULTANT.

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

7. **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.
8. **COMPENSATION.** CONSULTANT'S compensation for all work performed in accordance with this Agreement, shall not exceed the total contract price of \$14,626.

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

9. **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 Engineer within the time described in the Contract Documents for construction of the project.
10. **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.

**SAN LUIS REY WATER RECLAMATION FACILITY DIGESTER CLEANING
AND REPAIR CONSTRUCTION PHASE SUPPORT SERVICES - 909978000722**

11. **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.

12. **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.
13. **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. 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.
14. **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.

SAN LUIS REY WATER RECLAMATION FACILITY DIGESTER CLEANING AND REPAIR CONSTRUCTION PHASE SUPPORT SERVICES - 909978000722

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.

By: CAROLLO ENGINEERS Corporation
Name/Title
Michael W. Barnes, Corporate Secretary
Date: 12/19/2012

CITY OF OCEANSIDE
By: _____
Peter Weiss, City Manager
Date: _____

By: Narayanan
Name/Title
Balakrishnan Narayanan, President
Date: 12/21/2012

APPROVED AS TO FORM:
Andrew Hamilton, ASST.
City Attorney

86-0899222
Employer ID No.

NOTARY ACKNOWLEDGMENTS OF CONSULTANT MUST BE ATTACHED.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Orange

On December 19, 2012 before me, Leanne G. Hendricks, Notary Public
Date Here Insert Name and Title of the Officer

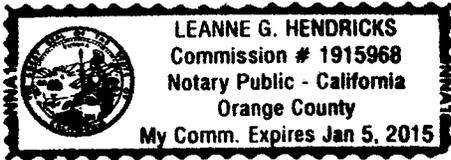
personally appeared Michael W. Barnes
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person (X) whose name (X) 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 (X) on the instrument the person (X), or the entity upon behalf of which the person (X) 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 Leanne G. Hendricks
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 Prof. Services Agr.

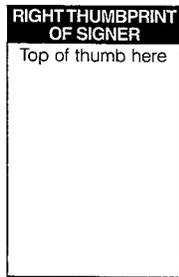
Document Date: TBD by City of Oceanside Number of Pages: 6

Signer(s) Other Than Named Above: none to date

Capacity(ies) Claimed by Signer(s)

Signer's Name: Michael W. Barnes

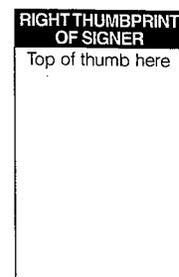
- Individual
- Corporate Officer — Title(s): Corp. Secretary
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: Carollo Engineers

Signer's Name: _____

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



Signer Is Representing: _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

State of California

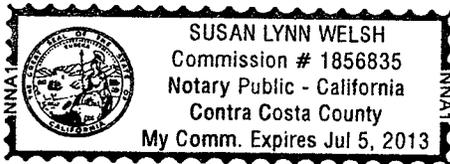
County of CONTRA COSTA

On 12/21/12 before me, SUSAN LYNN WELSH, NOTARY PUBLIC
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: Susan Lynn Welsh
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 PROF. SERVICES AGREEMENT

Document Date: TBD BY CITY OF OCEANSIDE Number of Pages: 6

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: B. NARAYANAN

Corporate Officer — Title(s): PRESIDENT

- Individual
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT OF SIGNER

Top of thumb here

Signer's Name: _____

Corporate Officer — Title(s): _____

- Individual
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT OF SIGNER

Top of thumb here

**EXHIBIT A
SCOPE OF SERVICES
AGREEMENT FOR CONSULTING SERVICES
SAN LUIS REY WATER RECLAMATION FACILITY
DIGESTER NO. 1 CLEANING AND REPAIRS
CITY OF OCEANSIDE
PROJECT NUMBER 909978000722**

**CONSULTANT - CAROLLO ENGINEERS
November 27, 2012**

BACKGROUND

The San Luis Rey WRF Digester No. 1 Cleaning and Repairs project is critical for the reliable operation of the plant. The design of these facilities is complete. This contract covers engineering office services during construction.

SCOPE OF WORK

This Scope of Work identifies the tasks involved during construction.

Phase 2 - SERVICES DURING CONSTRUCTION

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

Task 1- Project Management

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

Task 2 - Preconstruction Conference

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

Task 3 - Design Clarifications and Request For Information (RFI)

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

Task 4 - Technical Meetings

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

Task 5 - Review Change Order Proposals

CONSULTANT shall review Change Order Proposals including:

1. Evaluate impacts of Change Orders on design intent.
2. Evaluate impacts of Change Orders on schedule and budget.
3. Provide consulting services, including calculations and sketches as required to facilitate performance of recommended Change Orders.
4. Provide independent cost estimate.

Task 6 - Review Shop Drawings

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

Task 7 - Final Inspection

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

CITY OF OCEANSIDE

SLR WATER RECLAMATION FACILITY
DIGESTER NO. 1 CLEANING AND REPAIR

CONSTRUCTION PERIOD SERVICES

WORK ELEMENT	Wood	Doering	Weishaar	Word Processing	Other Direct Costs	Carollo Total
PHASE 2 - CONSTRUCTION SERVICES						
1. Project Management	4	0	4	0	\$ 79	\$ 1,779
2. Preconstruction Conference	0	0	4	1	\$ 150	\$ 950
3. Design Clarifications and Request for Information (RFI)	2	2	16	0	\$ 198	\$ 3,930
4. Technical Meetings	0	0	8	1	\$ 289	\$ 1,793
5. Review Change Order Proposals	1	1	4	0	\$ 59	\$ 1,221
6. Review Shop Drawings	1	4	16	0	\$ 208	\$ 4,109
7. Final Inspection	0	0	4	0	\$ 140	\$ 844
STAFF TOTAL	8	7	56	2		\$ 14,626
RATE	\$ 249	\$ 209	\$ 176	\$ 96		
COST TOTAL	\$ 1,992	\$ 1,463	\$ 9,856	\$ 192	\$ 1,123	\$ 14,626
PROJECT TOTAL COST	\$ 1,992	\$ 1,463	\$ 9,856	\$ 192		\$ 14,626

