

STAFF REPORT



ITEM NO. **10** CITY OF OCEANSIDE

DATE: June 26, 2013
TO: Honorable Mayor and City Councilmembers
FROM: Water Utilities Department
SUBJECT: **PROFESSIONAL SERVICES AGREEMENT WITH DUDEK
ENGINEERING FOR THE SEWER SYSTEM ODOR CONTROL STUDY
AND CHEMICAL USE EVALUATION**

SYNOPSIS

Staff and the Utilities Commission recommend that the City Council approve a professional services agreement with Dudek Engineering, of Encinitas in the amount of \$202,289 for the Sewer System Odor Control Study and Chemical Use Evaluation, and authorize the City Manager to execute the agreement (Exhibit A).

BACKGROUND

The City of Oceanside has an extensive wastewater collection and treatment system. The collection system is comprised of 490 miles of sewer pipelines, 11,000 manholes, 33 lift stations, and 2 wastewater treatment facilities. As sewage is conveyed through the system, part of the natural chemical reactions which occur result in the creation of sulfide gases which are corrosive, noxious and offensive. Citizen tolerance of offensive odors is low and as the city becomes built-out and homes are in closer proximity to sewer lift stations, citizen odor complaints have increased.

In response, the Department adds chemicals continuously at considerable cost, at various locations throughout the city. Although such treatment is successful at reducing odors, staff believes that a comprehensive approach to addressing odors may be more cost-effective than the present methods. In continuance of this effort, the City requested the preparation of a Sewer System Odor Study and Chemical Use Evaluation. The evaluation findings will assist the Water Utilities Department in addressing existing odor control issues/complaints and mitigating future odor issues/complaints. In addition, a goal of this project is to evaluate the chemicals utilized within the wastewater system for efficiency and effectiveness and determine whether a different mechanism for odor treatment instead of chemical is warranted.

ANALYSIS

On February 20, 2013, a Request for Proposals (RFP) for the preparation of a comprehensive sewer system odor control study and chemical use analysis was sent to eight qualified firms from the City's established consultant list provided by the Public

Works—Engineering Division (Exhibit B) along with several firms who have specialized expertise in performing odor control evaluations.

On March 21, 2013, 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 similar work, ability to provide services, quality of proposal, work performance for the City and cost. Staff has determined that Dudek Engineering's proposal includes the necessary required items as outlined in the RFP.

FISCAL IMPACT

The Fiscal Year 2012-13 adopted budget for the Sewer System Odor Control Study fund (909122800722.5326.10110) has an available balance of \$400,000. The Professional Services Agreement is in the amount of \$202,289; 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 May 20, 2013.

CITY ATTORNEY'S ANALYSIS

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

RECOMMENDATIONS

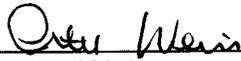
Staff and the Utilities Commission recommend that the City Council approve a professional services agreement with Dudek Engineering, of Encinitas in the amount of \$202,289 for the Sewer System Odor Control Study and Chemical Use Evaluation, and authorize the City Manager to execute the agreement (Exhibit A).

PREPARED BY:



Jason Dafforn
Water Utilities Division Manager

SUBMITTED BY:



Peter 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 List

EXHIBIT A

CITY OF OCEANSIDE

PROFESSIONAL SERVICES AGREEMENT

PROJECT: SEWER SYSTEM ODOR CONTROL STUDY AND CHEMICAL USE EVALUATION [909122800722]

THIS AGREEMENT, dated _____, 2013 for identification purposes, is made and entered into by and between the CITY OF OCEANSIDE, a municipal corporation, hereinafter designated as "CITY", and DUDEK, 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 the Sewer System Odor Control Study and Chemical Use Evaluation and the project is more particularly described in the CONSULTANT'S scope of work dated April 25, 2013, 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:
 - 1.1.1 Work closely with the City Engineer 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 City Engineer, 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

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Agreement. The City Engineer may delegate authority in connection with this Agreement to the City Engineer's designees. For the purposes of directing the CONSULTANT'S performance in accordance with this Agreement, the City Engineer 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 City Engineer, 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 City Engineer, 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 City Engineer to include the services listed below:
 - a. Provide consultation and advice to the City during construction of the project.
 - b. Review and comment on detailed construction drawings, shop and erection drawings submitted by the contractor, subcontractors and suppliers for compliance with the construction contract documents.
 - c. Review and comment on laboratory, shop and mill test reports on materials and equipment.

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- 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 City Engineer 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 all necessary surveying and testing required for design, including geotechnical engineering services if required during construction.
 - 1.2.8 Provide overall project management.
 - 1.2.9 Provide coordination of all inquiries from prospective bidders during the bidding period.

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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 Phase I. CONSULTANT shall prepare and deliver a copy of the FINAL report to the City Engineer within 120 calendar days of the execution of this Agreement.
- 2.3 CONSULTANT shall submit all requests for extensions of time for performance in writing to the City engineer 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 City Engineer 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 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 sole responsible for the performance of any of its employees, agents or subcontractors under this agreement.

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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 City Engineer.

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:

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
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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.

- 7.3 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.
- 7.4 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 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.
- 7.5 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.
- 7.6 CONSULTANT shall provide thirty (30) days written notice to the CITY should any insurance 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.
- 7.7 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.
- 7.8 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.

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7.9 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.

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.** 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, 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.

10.0 **ERRORS AND OMISSIONS.** In the event that the City Engineer 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.

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- 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 approval of the City Engineer. CONSULTANT’S compensation for all work performed in accordance with this Agreement shall not exceed the total contract price of \$202,289.
- 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 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.

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- 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 City Engineer for verification of billings, within a reasonable time of the City Engineer'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 City engineer, and based upon the following partial payment schedule:
 - 13.4.1 Prior to submittal of the DRAFT report, partial payments shall not exceed \$150,000.
 - 13.4.2 Prior to CITY approval of the FINAL report, partial payments shall not exceed \$175,000.

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. 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.

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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.

20.0 **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
300 North Coast Highway
Oceanside, CA 92054

TO CONSULTANT:

Steve Deering
Dudek Engineering
605 Third Street
Encinitas, CA 92024

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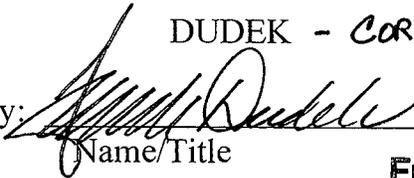
Either party may change its address by notice to the other party as provided herein.

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

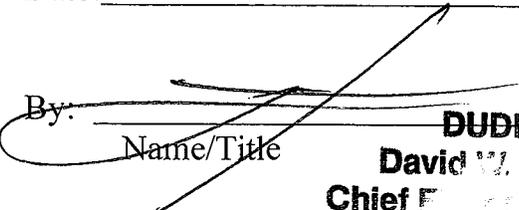
- a. Actual receipt at the offices of the party to whom the communication is to be sent, as designated above, or
- b. Three (3) working days following the deposit in the United States mail of registered or certified mail, postage prepaid, return receipt requested, addressed to the offices of the party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

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

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

DUDEK - CORPORATION
By:  Name/Title
Dudek
Frank Dudek
President
Date: _____

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

 Name/Title
DUDEK
David W. Carter
Chief Financial Officer
Date: _____

APPROVED AS TO FORM:

95-3873865
Employer ID No.

 ASST.
City Attorney

NOTARY ACKNOWLEDGMENTS OF CONSULTANT MUST BE ATTACHED.

ACKNOWLEDGMENT

State of California
County of San Diego } ss.

On MAY 23, 2013 before me, D. Maher, Notary Public,
personally appeared FRANK DUDEK

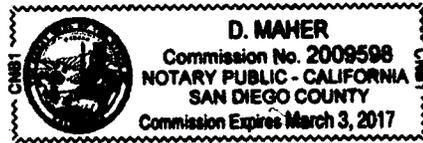
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signatures(s) on the instrument the person(s),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

D. Maher

Signature



(seal)

OPTIONAL INFORMATION

Date of Document _____ Thumbprint of Signer _____

Type or Title of Document _____

Number of Pages in Document _____

Document in a Foreign Language _____

Type of Satisfactory Evidence:

- Personally Known with Paper Identification
- Paper Identification
- Credible Witness(es)

Capacity of Signer:

- Trustee
- Power of Attorney
- CEO / CFO / COO
- President / Vice-President / Secretary / Treasurer
- Other: _____

Check here if no thumbprint or fingerprint is available.

Other Information: _____

ACKNOWLEDGMENT

State of California
County of San Diego } ss.

On MAY 23, 2013 before me, D. Maher, Notary Public,
personally appeared DAVID W. CARTER

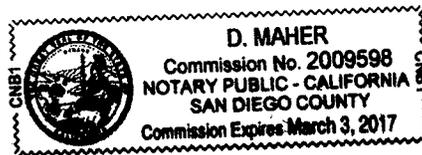
who proved to me on the basis of satisfactory evidence to be the person(s) whose
name(s) is/are subscribed to the within instrument and acknowledged to me that
he/she/they executed the same in his/her/their authorized capacity(ies), and that by
his/her/their signatures(s) on the instrument the person(s),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

Handwritten signature of D. Maher

Signature



(seal)

OPTIONAL INFORMATION

Form section for optional information including Date of Document, Type or Title of Document, Number of Pages in Document, Document in a Foreign Language, Type of Satisfactory Evidence, Capacity of Signer, and Other Information. Includes a thumbprint box and a checkbox for 'Check here if no thumbprint or fingerprint is available.'

SEWER SYSTEM ODOR CONTROL STUDY AND CHEMICAL USE EVALUATION – SCOPE OF WORK**PROJECT UNDERSTANDING**

The City of Oceanside is the owner and operator of two treatment plants, the San Luis Rey Water Reclamation Plant (SLRWRP) and the La Salina Wastewater Treatment Plant (LSWWTP); 32 sewer lift stations; and 490 miles of sanitary sewer that includes 33 miles of sewer force mains. The City treatment and collection system serves two service areas (LSWTP and SLRWRP), each with unique odor control issues.

The City of Oceanside provides wastewater treatment and collection services for 180,000 residents as well as providing wastewater treatment for: Up to 1.5 MGD of flow from the Rainbow Municipal Water District; up to 2.15 MGD from the City of Vista from seven metered locations combined; and a very small unmetered flow from the City of Carlsbad.

Consultant will prepare an Odor Control Study and Chemical Use Evaluation to assist the City to aggressively and proactively respond, investigate, and address sewer odors throughout the City. The Study will be conducted in accordance with the following scope of work.

SCOPE OF WORK

The Scope of Work includes the following tasks:

Task 1: Project Management and Quality Assurance/Quality Control

- Consultant will apply successful project management tools for cost tracking, schedule, budget, progress reports and communication to meet the City of Oceanside project needs.
- The project will be managed and conducted by staff experienced in the work of similar projects and studies. The sampling plan, draft Odor Control Study, and final Odor Control Studies will each receive independent senior technical review prior to submittal to the City. Both internal and City review comments will be incorporated into subsequent deliverables to the City.

Task 2: Workshops

- Workshop I – Dudek will meet with City collections and engineering staff in Workshop I to obtain vital specific and anecdotal information on each hotspot and engage in an interactive knowledge sharing session. This workshop will result in identification of the ten specific sites to be considered tested in detail, seven in the SLRWRP service area and three in the LSWWTP service area.
- Workshop II - Following collection of field data, we will meet in Workshop II with City engineering and collections staff to review the results of the field sampling and determine City direction relative to the final Study.

Task 3: Field Investigations

- Dudek will obtain hydraulic information and GIS data for the tributary sewer systems of the San Luis Rey and La Salina service areas. This information will be reviewed to identify potential hotspots for odor control investigations. This information is also required for subsequent EPA Pomeroy-Parker Method Z-Factor analyses.

SEWER SYSTEM ODOR CONTROL STUDY AND CHEMICAL USE EVALUATION – SCOPE OF WORK

- We will obtain Record Drawings for tributary sewer facilities, plan and profiles of critical trunk sewers, odor problem pipelines and siphons potentially related to the odor hot spot including both upstream and downstream facilities.
- Dudek will review the Record Drawings and other information to determine potential physical causes of odor generation and release relative to particular hotspots and consider optimum means of eliminating, reducing, controlling, or managing odors in these areas. Potential solutions will consider system-wide approaches.
- Dudek will complete tours of the City's 32 lift stations and two treatment plants with City Operations Staff. Capacities of scrubbers, air volume treated, chemical dosing variations during diurnal patterns and other pertinent information will be collected from the facilities and City records. Based on these more detailed site reviews, we will provide additional review and evaluation of existing odor control methods versus potential alternative methods.
- Dudek will develop sampling strategies, detailed sampling plans, traffic control procedures and implementation schedules in conjunction with City staff.
- We will implement the approved Sampling Plans for the ten agreed hotspots with trained and experienced professionals in the field. We will follow the accepted standard practices for sample collection, preservation and chain of custody.

Task 4: Odor Sampling Analysis and Modeling

- Dudek will analyze data from both the liquid and vapor phases within specific locations at manholes, locations of forcemain discharge, lift station wet wells, siphon inlets and outlets, and/or junction boxes related to the ten hotspots.
- We will collect both H₂S and differential pressure variation information with data loggers for the sewer headspace for a period 5-7 days in the identified ten odor investigation areas agreed with the City.
- Dudek will compute Z-Factor (EPA Pomeroy-Parker Method) values that indicate the strongest odor production areas of the tributary sewer system using the hydraulic information provided by the City.

Task 5: Odor Control Methods

- Dudek will identify and discuss various applicable odor control technologies considered for application to the ten odor control locations included in the study.
- We will develop a menu of odor control methodologies, singularly or in combination, which are custom tailored to the specific odor issue being studied.

Task 6: Odor Control Report

- As part of the Odor Control Report, Dudek will review facilities, assembling available documentation on current odor control methods at both SLRWRP and LSWWTP.
- We will provide implementable, cost-effective solutions which proactively address existing odor challenges;
- Dudek will evaluate current chemical usage, hazards and cost associated with their use and efficacy of the treatment, recommend alternate chemicals or methods as warranted;

SEWER SYSTEM ODOR CONTROL STUDY AND CHEMICAL USE EVALUATION – SCOPE OF WORK

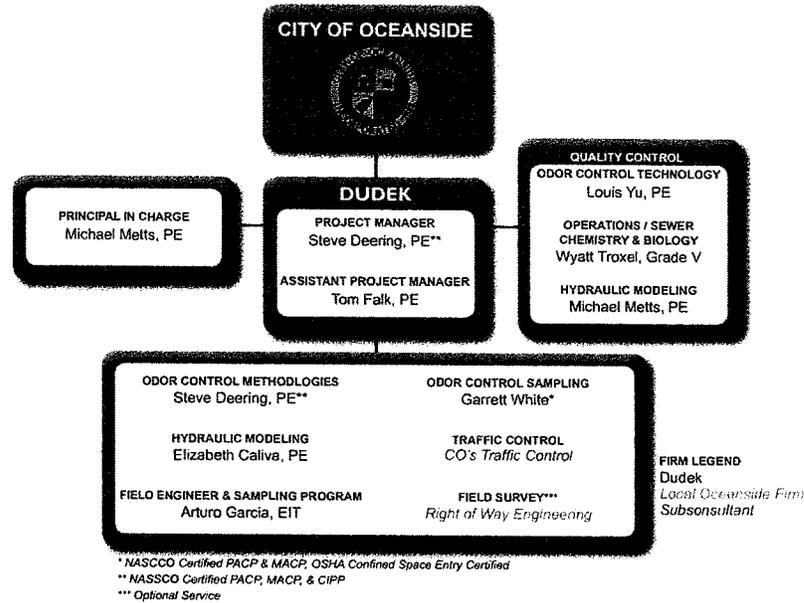
- As reasonably possible, we will recommend treatment at the source of odors and technology or treatment that interrupts chemical/biological cycle of sulfide production.
- Hydraulic analyses results, data collection tables and laboratory analyses results will be include as appendices to the report.
- Dudek will produce a draft report for City review. Workshop II will precede submittal of the draft report. The report will include the following discussion topics:
 - Executive Summary
 - Introduction / Background
 - Sewer Odor Generation
 - Odor Control Measures and Technologies
 - Study Areas
 - Analysis of San Luis Rey WWTP Service Area
 - Analysis of La Salina WWTP Service Area
 - Chemical Use Evaluation
 - Recommendations and Conclusions
- Dudek will update the report to Final and deliver to the City.

Work by the City

- It is projected that City staff will generally assist and facilitate site visits, collection of facility plans and documents, and provide informal anecdotal information regarding odor and corrosion control issues throughout the two collection systems and treatment plants. Key City staff will participate in the Scope confirmation meeting and two workshops.
- City will forgive or pay all fees and expedite processing of encroachment permits and traffic control plans related to work for the study.
- It is anticipated that the City will receive liquid wastewater samples for laboratory analysis at the SLRWPR water quality laboratory for testing. Consultant will provide a list(s) of upcoming recommended sampling requirements. City will prepare sampling containers with preservative treatment as needed. Consultant will collect the samples, treated with the appropriate preservatives, carefully pack in ice, and deliver to the SLRWPR lab for analysis. The following tests will be performed by the City laboratory:
 - 5-day Biochemical Oxygen demand (BOD₅);
 - Soluble Biochemical Oxygen demand (SBOD);
 - Oil and Grease; and
 - Ammonia and TKN.

PROJECT TEAM & ORGANIZATION CHART

The Consultant Project Team members and their roles on the project are shown in the Organization Chart.

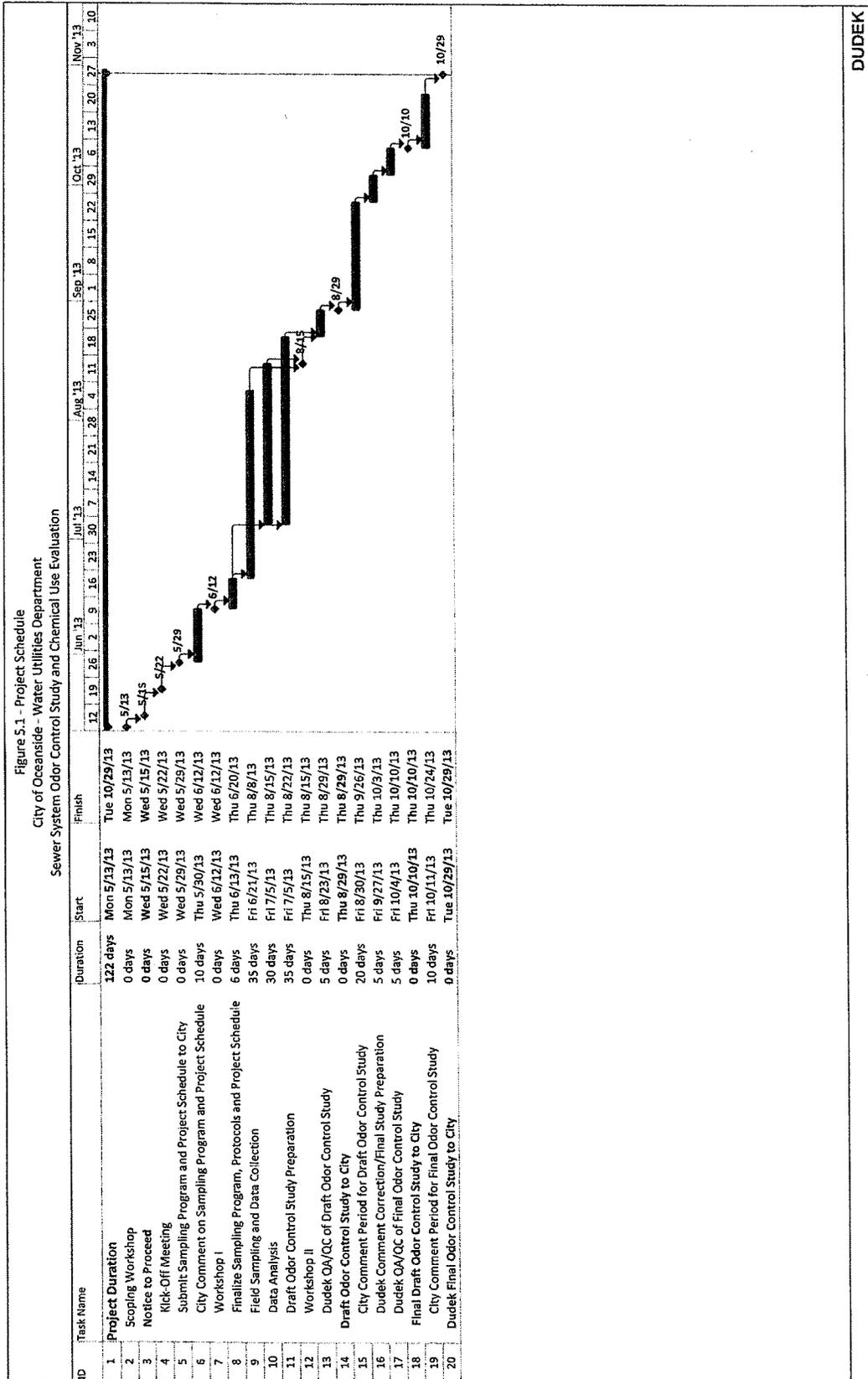


Project Schedule and Fee

The Project Schedule is provided on the following page. The Schedule will be updated and provided to the City to reflect the actual Notice to Proceed.

The Project Fee Estimate and Project Hours spreadsheet is provided following the Project Schedule page. The fee estimate is broken down by tasks, level of estimated work effort by task, and staff rates used to calculate the overall project fee of \$202,289. The Dudek scope of services currently reflects the City requested seven odor sites with the SLRWTP service area and three odor sites within the LSWWTP service area. Additional site monitoring can be provided as necessary to fully address the City's odor control needs, and those sites may be negotiated at a later date if desired by City staff.

SEWER SYSTEM ODOR CONTROL STUDY AND CHEMICAL USE EVALUATION – SCOPE OF WORK



SEWER SYSTEM ODOR CONTROL STUDY AND CHEMICAL USE EVALUATION - SCOPE OF WORK

Task Description	DUDEK													Total Labor Hours	Other Direct Costs	Task Cost
	Principal PM Steve Downing	\$210	\$195	\$195	\$195	\$195	\$195	\$195	\$195	\$195	\$195	\$195	\$195			
Project Role Staff Name	Principal PM Steve Downing	Sr. Project Mgr. Asst. PM Tom Falk	Sr. Tech. Advisor QA/QC Wyatt Trowel	Principal QA/QC Modelling Mike Mills	Sr. Proj. Engineer Modeling Elizabeth Cella	Cons. Inspector II Field Sampling Garrett Witt	Proj. Eng. I Field Sampling Art Garcia	Senior Designer SNIY Graphics/ GIS Nikki Hunter	CAD Operator II SNIY Graphics/ GIS Curtis Durbin	Admin Prim Bristow	Admin Prim Bristow	Admin Prim Bristow	Admin Prim Bristow			
Rate	\$210	\$195	\$195	\$195	\$195	\$175	\$105	\$335	\$170	\$60	\$60	\$60	\$60			
Project Management & Administration	16	16			2		4			12				44	\$0	\$7,140
Meetings @ City of Oceanside (8 assumed)	16	16			2		4			8				46	\$0	\$7,670
QA/QC			8	8					6					30	\$200	\$5,540
Workshop I	16	16	2	2	2			8						70	\$0	\$11,670
Workshop II	12	12	2	2				8						58	\$0	\$9,680
Field Sampling/Data Collection	4	4	16			160	160							341	\$750	\$10,990
Permits & Fees (Outside Beach Access Permit & TC Plan)		4				4	16							24	\$0	\$13,387
Traffic Control		4												4	\$0	\$0
Field Sampling, Delivery, Lab Coordination - Lab Taste by City			4			16								52	\$0	\$5,980
Instrument Rental		2	4				4							4	\$17,392	\$17,392
Data Analysis and Evaluation		2	4		24		40			2				88	\$0	\$1,910
System Modeling		2	2	12	60									78	\$0	\$3,540
Identify and Implement														0	\$0	\$0
Identification of Odor Control Technologies	12	16	8											44	\$0	\$7,160
Draft Odor Study	32	32	4	2	4		72							220	\$0.00	\$31,260.00
Final Odor Study	16	10	2	2	2		40							118	\$0.00	\$16,690.00
TOTAL BASE SCOPE HOURS	128	136	30	26	94	180	368	52	106	30	30	30	30	1,218		\$202,280
TOTAL BASE SCOPE FEE	\$26,880	\$26,520	\$5,850	\$5,070	\$15,510	\$20,700	\$38,040	\$7,020	\$11,060	\$2,400	\$2,400	\$2,400	\$2,400	\$18,312		\$202,280

1. Dudek fees will be billed Time & Material using Dudek's 2013 Standard Schedule of Charges (available upon request)
 2. ODCS and Stationnaire are method up 15%

SEWER SYSTEM ODOR CONTROL STUDY
AND CHEMICAL USE EVALUATION - [909122800722]
RFP MAILING LIST

Company	Address	City	State	Zip	First Name	Last Name	Phone	Fax
Infrastructure Engineering Corporation	301 Mission Avenue, Suite 202	Oceanside	CA	92054	Preston	Lewis	760-529-0795	760-529-0785
Cornerstone Engineering, Inc.	717 Pler View way	Oceanside	CA	92054-2801	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 Carrino Real, Suite J	Oceanside	CA	92054	Howard	Arnold	760-754-0550	
Nolte	1029 Gallery Drive	Oceanside	CA	92057	Julian	Palacios		
Dudek & Associates, Inc.	605 Third Street	Encinitas	CA	92024	Patty	Post	760-942-5147	
Brown and Caldwell	9665 Chesapeake Drive, Suite 201	San Diego	CA	92123	Nancy E.	Gardiner	858-514-8822	
HDR Engineering, Inc.	26250 Enterprise Court, Suite 150	Lake Forest	CA	92630	Robyn	Vallejos	949-454-4814/949-454-4800	

