ITEM NO. 11

STAFF REPORT

CITY OF OCEANSIDE

DATE: June 26, 2013

TO: Honorable Mayor and City Councilmembers

FROM: Water Utilities Department

SUBJECT: **PROFESSIONAL SERVICES AGREEMENT WITH NV5 FOR DESIGN OF THE LAKE BOULEVARD SEWER LINE REPLACEMENT PROJECT**

SYNOPSIS

Staff recommends that the City Council approve a professional services agreement with NV5, of San Diego in the amount of $117,551 for design services for the Lake Boulevard Sewer Replacement Project, and authorize the City Manager to execute the agreement (Exhibit A).

BACKGROUND

The City has identified a segment of sewer line needing relocation. The pipe has severe corrosion, has reached its useful life and crosses over the Buena Vista Creek. This segment was compromised earlier this year necessitating the installation of temporary piping around the pipe to prevent a spill in the creek. The proposed project will reroute the sewer into the paved right-of-way in Lake and College Boulevards. This alignment completely avoids a pipeline in an environmentally sensitive area and reduces the risk of pipeline failure due to severe flooding events (Exhibit B).

The City has performed preliminary potholing and determined there is adequate room to place a new sewer line in College Boulevard. In addition, design services will include engineered traffic control plans for the high volume traffic areas of the alignment.

ANALYSIS

On February 21, 2013, a Request for Proposals (RFP) for the preparation of plans and technical specifications for construction contract documents was sent to ten qualified professional engineering design firms that were listed on the Water & Wastewater Consultant List provided by the Public Works—Engineering Division (Exhibit C).

On March 28, 2013, the Water Utilities Department received proposals from three of the ten design consulting firms. Staff performed a review of the proposals for accuracy and completeness and rated the consultants based on qualifications, performance of work, ability to provide services, quality of proposal, work performance for the City and cost. Staff has determined that NV5's proposal includes the required items as outlined in the RFP (Exhibit D).

FISCAL IMPACT

The Fiscal Year 2013-14 adopted budget for the Lake Boulevard Sewer Line Replacement Project (909130300722) has an available balance of $1,000,000. The Professional Services Agreement is in the amount of $117,551; 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 will receive a project update at its next regularly scheduled meeting on July 16, 2013.

CITY ATTORNEY'S ANALYSIS

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

RECOMMENDATIONS

Staff recommends that the City Council approve a professional services agreement with NV5, of San Diego in the amount of $117,551 for Lake Boulevard Sewer Replacement Project Design Services, 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	Project Location Map
Exhibit C	Consultant Mailing List
Exhibit D	Consultant Rating Form

CITY OF OCEANSIDE

PROFESSIONAL SERVICES AGREEMENT

PROJECT: LAKE BLVD SEWER REPLACEMENT PROJECT DESIGN [800812722]

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 NV5, 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 provide design engineering services more particularly described in the CONSULTANT'S Scope of Work 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

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.

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.

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 2.6. 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 50% preliminary design plans to the City Engineer within 45 calendar days of the execution of this Agreement. No work shall be performed by CONSULTANT beyond the Phase I stage until the City engineer has given written approval of the preliminary design and authorization to perform Phase II.

2.3 Phase II. CONSULTANT shall prepare and deliver a copy of the 90% design plans to the City Engineer within 100 calendar days of the execution of this Agreement. No work shall be performed by CONSULTANT beyond the Phase II stage until the City Engineer has given authorization to perform Phase III.

2.4 Phase III. CONSULTANT shall prepare and deliver the final design plans to the City Engineer within 120 calendar days of the City Engineer's written authorization to perform Phase III.

2.5 Phase IV. CONSULTANT shall prepare and deliver the final As-Built plans for record drawings to the City Engineer upon completion of the construction and within 30 days of receipt of the redline drawings.

2.6 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.

2.7 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.

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:

<u>Comprehensive General Liability Insurance</u> (bodily injury and property damage)	
Combined Single Limit Per Occurrence	$ 1,000,000
General Aggregate	$ 2,000,000*
<u>Commercial General Liability Insurance</u> (bodily injury and property damage)	
General limit per occurrence	$ 1,000,000
General limit project specific	$ 2,000,000
<u>Automobile Liability Insurance</u>	$ 1,000,000

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

7.3 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 purchases 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.

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.

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 $117,551.

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.

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 50% preliminary design plans, partial payments shall not exceed $47,824.

13.4.2 Prior to CITY approval of the plans and specifications, partial payments shall not exceed $80,034.

13.4.3 Final payment shall be made to CONSULTANT upon CONSULTANT's preparation of As-Built plans for record drawings to the satisfaction of the City Engineer.

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.

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:	**TO CONSULTANT:**
City of Oceanside Water Utilities Department 300 North Coast Highway Oceanside, CA 92054	Julian Palacios NV5 1029 Gallery Drive Oceanside, CA 92057

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:

NV5

By: _____

Name/Title Senior Vice President
Joseph S. Minner

Date: _____

By: _____ SECRETARY

Name/Title Mary Jo O'Brien

Date: JUNE 14, 2013

_____

Employer ID No.

CITY OF OCEANSIDE

By: _____

City Manager

Date: _____

APPROVED AS TO FORM:

_____

City Attorney

NOTARY ACKNOWLEDGMENTS OF CONSULTANT MUST BE ATTACHED.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

State of California
County of San Diego

On 6-14-2013 (Date) before me, Amy Storey, Notary Public (Here Insert Name and Title of the Officer)

personally appeared Joe Minner, MaryJo O'Brien (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.

AMY STOREY
Commission # 2010619
Notary Public - California
San Diego County
My Comm. Expires Mar 9, 2017

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: Amy Storey (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 Contract

Document Date: 6/14/2013 Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Individual
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

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
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Item #5907

Scope of Work

Services and Deliverables

The following narrative addresses the services and deliverables to be provided in conjunction with the Scope of Work (SOW), as identified in the RFP.

TASK 1 - MEETINGS/SITE VISITS/RESEARCH

A. Kick-Off / Set Expectations Meeting

The Project Manager, key design staff, and City staff will meet to discuss the proposed schedule and expectations of the project. This discussion will set the tone for the duration of the project and start to develop the team atmosphere for the project. The following items will be discussed at the meeting,

- Proposed alignment alternatives
- Traffic control issues and Caltrans Permitting on College Blvd.
- The proposed Buena Vista Creek culvert crossing.
- Connections to the existing 8-inch sewer and 16-inch force main on Lake Blvd, the existing 12-inch sewer on Esplanade Street and the existing 15-inch sewer on College Blvd.
- Abandonment of existing 15-inch sewer (crossing the creek)
- CEQA permitting requirements
- SWPPP / RWQCB permitting requirements
- The impact of existing utilities (water and sewer lines, storm drain culverts, underground communications and electric conduits)
- Transmittal to NV5 of all City as-built plans applicable to the project
- Submittal process for deliverables
- Schedule details and subsequent meetings
- Invoicing specifics, as necessary

Deliverables:

The deliverables for this task are:

1. Meeting Agenda
2. Meeting Minutes (electronic format)

B. Review of Existing Facilities

NV5 will initiate work on the project by gathering available information applicable to the project including:

- As-Built Drawings
- Maps
- Reports
- Specifications
- Survey Data
- Geotechnical Reports (previous project in the area)
- City Standards and Requirements
- Other Agency Guidelines and Standards

Our team will use this information to develop the design basis of the project. Additional information may be required after thorough review. In this event, NV5 will provide the City with a written request for additional information to ensure that our schedule is maintained.

NV5 will also contact known utilities in the area and research the locations of their facilities, including electricity, gas service, and telecommunications providers. Based on this information we will assess any conflicts and communicate with the owners of the utilities to resolve or remedy these conflicts.

C. Progress Meetings

Continued coordination with the City staff will be conducted to facilitate adequate flow of information and completeness of the design documents. NV5 will be in continual contact with the City via email and phone for the purpose of keeping the City informed of the design decisions and progress of the job.

Progress meetings will be held at the completion of 50%, 75%, and 90% design phases. It is anticipated that there will be four (4) total meetings, including the kick-off meeting.

Deliverables:

The deliverables for this task are:

1. Meeting Agenda
2. Meeting Minutes (electronic format)

TASK 2 – SURVEY

A. Aerial Mapping/Field Survey

Using Inland Aerial as a subconsultant, NV5 shall prepare a digital topographic map at a scale of 1"=40' with a contour interval of 1' with photogrammetry from color aerial photography, along with a digital color ortho-photo. The topography shall be a strip approximately 25' behind face of curb along the project alignment. For the aerial, NV5 proposes to set 5 (five) aerial targets providing control for the photogrammetry as set forth by Inland Aerial. The targets shall be tied to the project control in terms of CCS 83, Zone 6. In areas of obscured aerial imagery a survey crew will supplement the aerial mapping with field shots, including spot elevations along the proposed pipeline alignment. In addition to field surveying obscured areas, a survey crew will locate and dip as required sewer manholes, storm drain manholes, hand holes, gate valves, vaults, and underground cable risers.

Utility mark-outs shall also be tied to the photogrammetry for inclusion in the mapping. The utility mark-out shall be done prior to this supplemental survey. For a drawing of existing utilities, NV5 shall obtain record drawings from appropriate public utility agencies. A utility drawing shall be created based on record data, visible surface indications and mark-outs.

B. Right of Way

Sufficient boundary/right-of-way monument data shall be field surveyed for calculation of existing street right-of-way. Street rights-of-way will be computed from record maps and any street openings/dedications done by separate document where record documentation can be provided.

TASK 3 – GEOTECHNICAL SERVICES

The geotechnical investigation will evaluate the onsite geotechnical conditions and provide recommendations, from a geotechnical standpoint, regarding the construction of the proposed sewer. The proposed scope of services includes the following:

- Review of preliminary project plans
- Review of geotechnical maps and literature pertaining to the site and vicinity
- Field reconnaissance of the site and mark out borings for utility clearance
- Preparation and processing of traffic control plans through the city of Oceanside
- Investigation of the subsurface soil conditions at the site by drilling four exploratory borings to a maximum depth of approximately 20 feet with a truck-mounted hollow stem auger. Appropriate traffic control signage in

accordance with the approved traffic control plans. To safeguard existing utilities, prior to drilling, all locations will be potholed using vacuum excavation techniques. The exploratory borings will be logged and sampled by a representative from our firm. Subsequent to logging and sampling, the borings will be backfilled and patched with asphaltic concrete to match existing surface conditions

- Appropriate laboratory testing of representative samples of the soils encountered. Laboratory tests may include in-situ density and moisture content, particle size analysis and direct shear tests
- Geotechnical analysis of the data obtained.
- Preparation of a report summarizing the results of our geotechnical investigation and presenting recommendations, from a geotechnical standpoint, for the design and construction of the proposed pipeline. The report will address the geotechnical factors affecting the construction and will include recommendations for site preparation, excavation characteristics and other design/construction considerations

TASK 4 – DESIGN

A. 50% Design Submittal

Following our review of existing facilities and in conformance with our discussions with City staff, we anticipate developing 50% design drawings of the proposed sewer improvements. The 50% submittal package will include design drawings and the geotechnical report (discussed in Task 3) for review and comment by the City.

Construction drawings will include plans and profiles for the proposed sewer pipeline on Lake Blvd/College Blvd, the proposed sewer improvements on Esplanade St, and roughed out connection details for the existing 8-inch sewer and 16-inch force main on Lake Blvd and the existing 15-inch sewer on College Blvd. In addition, roughed out paving details will be provided. The topographical base mapping will be shown as a background for this effort. The profile developed will include the existing ground profile over the pipe, any utilities which cross the alignment and the connections on either end. Plan and profile sheets will be drawn with 1"=40' horizontal and 1"=4' vertical scales.

Deliverables:

The deliverables anticipated for this task are:

1. Title Sheet (24" x 36" on Bond, 3 copies)
2. Plan and Profile Sheets (24" x 36" 1"=40'-scale horizontal 1"=4'-scale vertical on Bond, 3 copies)
3. Detail Sheets (24" x 36" on Bond, 3 copies)
4. Geotechnical Report

B. 75% Design Submittal

Following review and written approval of the 50% design drawings and in conformance with discussions with City staff, we anticipate developing 75% design drawings for review and comment by the City. The design drawings will be prepared in conformance with City Standards.

NV5 will develop design drawings depicting the entire length of the sewer improvements in plan and profile. In addition, necessary construction notes and details will be provided. It is anticipated that these plans will include details for the pipeline trench, paving, construction phasing, abandonment of the existing sewer (crossing the creek), and structural details of the concrete encasement for the culvert crossing.

Deliverables:

The deliverables anticipated for this task are:

1. Title Sheet (24" x 36" on Bond, 3 copies)
2. Plan and Profile Sheets (24" x 36" 1"=40'-scale horizontal 1"=4'-scale vertical on Bond, 3 copies)
3. Detail Sheets (24" x 36" on Bond, 3 copies)

C. 90% Design Submittal

Following review and written approval of the 75% design drawings and in conformance with discussions with City staff, we anticipate developing 90% design drawings for review and comment by the City. The design drawings will be prepared in conformance with City Standards.

NV5's subconsultant (AirX) will develop traffic control plans to be included in the 90% design drawings. If traffic control for the proposed improvements extends into Caltrans Right of Way, AirX will apply for and process an encroachment permit from Caltrans on behalf of the City.

NV5 will prepare technical specifications for the 90% submittal. The specifications will include, but not be limited to, individual sections of City standard specifications and drawings on the following items: trenching, backfilling, compaction, earthwork, pavement, manholes, sewer pipe, and any miscellaneous or special pipeline or appurtenance construction.

The specifications will also include requirements for the contractor regarding the RWQCB Construction General Permit (preparing SWPPP (if applicable), submitting NOI, etc).

NV5 will use the 90% plans and specifications to generate proposed construction quantities. Our team will use known construction cost indices of the region and consult with our construction management staff to develop an opinion of probable construction costs. NV5 will also prepare a bid schedule for the 90% submittal, but will not provide the bidding documents and front end contract language as a part of this item.

Deliverables:
The deliverables anticipated for this task are:

1. Title Sheet (24" x 36" on Bond, 3 copies)
2. Plan and Profile Sheets (24" x 36" 1"=40'-scale horizontal 1"=4'-scale vertical on Bond, 3 copies)
3. Detail Sheets (24" x 36" on Bond, 3 copies)
4. Traffic Control Sheets (24" x 36" on Bond, 3 copies)
5. Technical Specifications

D. 100% Design Submittal
Following review and written approval of the 90% design package and in conformance with discussions with City staff, we anticipate developing 100% design drawings and specifications for final review and comment by the City. A revised cost estimate and bid schedule will also be provided with the 100% submittal.

Deliverables:
The deliverables anticipated for this task are:

1. Title Sheet (24" x 36" on Bond, 3 copies)
2. Plan and Profile Sheets (24" x 36" 1"=40'-scale horizontal 1"=4'-scale vertical on Bond, 3 copies)
3. Detail Sheets (24" x 36" on Bond, 3 copies)
4. Traffic Control Sheets (24" x 36" on Bond, 3 copies)
5. Technical Specifications
6. Construction Cost Estimate
7. Bid Schedule

E. Final Submittal
Following review and written approval of the 100% design package and in conformance with discussions with City staff, we anticipate developing final design drawings and specifications. The intent of this submittal is to provide an approvable plan set to the City. We will have a complete quality control review prior to this and all other submittals. In preparation of this plan set, we do not anticipate any new comments from the City.

Deliverables:
The deliverables anticipated for this task are:

1. Mylars of Approved Design Drawings (1 copy)
2. Technical Specifications
3. CD containing Approved Design Drawings and Technical Specifications

TASK 5 – AS-BUILT CONSTRUCTION PLANS

Upon completion of the project NV5 will prepare as-built construction plans based on a set contractor redlines, provided to NV5 by the City. Changes on the drawings will be completed electronically (AutoCAD files).

Deliverables:
The deliverables anticipated for this task are:

1. Copy of record drawings in electronic format on CD

ALTERNATE TASK 6 – ENVIRONMENTAL SERVICES (OPTIONAL)

This alternate scope of work is for the preparation of a Notice of Exemption (NOE).

A. Project Initiation Meeting/Research
A project initiation meeting will be held within one week after the notice to proceed is issued. BRG will research and review relevant available data, records, and information on file with the City. Data obtained from this task will be used by NV5 to avoid any environmental constraints to the extent practicable.

B. Project Description
BRG in conjunction with NV5 will prepare a written description of the proposed project that will include: project location, existing site conditions, project background and the proposed design of the proposed project. The project description will also identify key project approvals.

C. Prepare Draft Notice of Exemption
BRG will prepare a draft and a final Notice of Exemption in accordance with State CEQA Guidelines (Section 15063[d]). The NOE will identify that the project is Statutorily Exempt from the California Environmental Quality Act (CEQA) in accordance with Section 21080.21 of the Public Resources Code. In addition, the NOE will include the project description, environmental setting, and person(s) who prepared the document. City staff will review and provide comments and BRG will revise and resubmit a final document to the City. BRG will provide the NOE (ten hardcopies and one CD). In the event that BRG uncovers potentially significant environmental impacts that cannot be readily mitigated, BRG will inform City staff immediately in writing to collaborate how best to proceed with CEQA documentation. Furthermore, if the City receives feedback from community in opposition of the project due to potential environmental concerns, the City may inform BRG and BRG will meet with City staff to collaborate how best to proceed with CEQA documentation. BRG will provide production printing of up to 10 NOEs.

D. Distribute Notice of Exemption
If requested, BRG will assist the City with the distribution of the NOE. BRG will file the NOE with the County of San Diego. The County requires a $50.00 processing fee for filing NOEs. We assume the City will provide a check for the required processing fee. The check will be made payable to the County Clerk.

In the event the City wants to send the NOE to the State Clearinghouse, BRG will transmit the NOE to the State Clearinghouse (This is done to obtain an State Clearinghouse Number, which is required for certain projects with State involvement).

E. Project Management

- Attendance at up to (3) meetings, including design review meetings, with City staff, other project team members and other agency and public groups throughout the preparation and processing of the NOE.
- Coordination with City staff as may be required throughout the process.
- Development of solutions to issues or problems that may arise during the process.
- Coordinating the preparation of any graphics and the assemblage of documents.
- Preparing and maintaining a schedule of tasks leading to approval of the NOE.

D. Mitigation Monitoring and Reporting Program

BRG will prepare an informal Mitigation Monitoring Reporting Program (MMRP). The MMRP will be a living document. It will be modified, as needed based on changes to project design. The MMRP will contain a compilation of any mitigation measures necessary to avoid triggering regulatory permitting requirements. This will include avoiding the nesting season when working adjacent to areas in Buena Vista Creek with the potential to support nesting endangered least Bell's vireo (LBV). The project team will meet with the City periodically to discuss the MMRP and whether we want to pursue regulatory permits to facilitate project construction. This information can then be worked into the project specifications to ensure work proceeds without triggering regulatory permitting requirements.

E. Hearings

If a hearing is needed for the proposed project, person(s) responsible for preparation of the NOE will attend public hearings and present the findings if requested by the City. The purpose of this task is for BRG to attend the hearing and assist City staff in responding to any questions/issues regarding the NOE that may come up at the hearing. Note that our cost assumes we will not be asked to draft the environmental aspects of any staff report.

ALTERNATE TASK 7 – ENVIRONMENTAL SERVICES IS/MND (OPTIONAL)

This alternative scope of work is for the preparation of an Initial Study/(Mitigated) Negative Declaration (IS/(M)ND) for this project

A. Project Initiation Meeting/Research

A project initiation meeting will be held within one week after the notice to proceed is issued. BRG will research and review relevant available data, recordsx and information on file with the City. Data obtained from this task will be incorporated into the Draft IS/(M)ND where applicable, and will be used to focus on areas where additional work may be needed. These data will also be used by NV5 to avoid any environmental constraints to the extent practicable.

B. Project Description

BRG in conjunction with NV5 will prepare a written description of the proposed project that will include: project location, existing site conditions, project background and the proposed design of the proposed project. The project description will also identify key project approvals.

C. Prepare Draft Initial Study (IS)

BRG will prepare a draft and a final Initial Study (IS) in accordance with State CEQA Guidelines (Section 15063[d]). The IS will be completed in a manner so as to thoroughly document why all issues associated with the construction and operation of the project have been evaluated as not having a significant effect on the environment, or that measures have been incorporated into the project design to reduce the impact to a level less than significant (or that project's mitigation measures have been included as conditions of project approval so as to reduce the level of significance). In addition, the IS will include the project description, environmental setting, and person(s) who prepared the document. City staff will review and provide comments and BRG will revise and resubmit a final document to the City. BRG will provide the Draft IS (forty hardcopies and one CD). In the event that BRG uncovers potentially significant environmental impacts that cannot be readily mitigated, BRG will inform City staff immediately in writing to collaborate how best to proceed with CEQA documentation. Furthermore, if the City receives feedback from community in opposition of the project due to

potential environmental concerns, the City may inform BRG and BRG will meet with City staff to collaborate how best to proceed with CEQA documentation.

D. Prepare Draft (Mitigated) Negative Declaration
BRG will prepare a Draft (M)ND that will be consistent with State CEQA Guidelines content requirements for (M)NDs. Copies of the Draft (M)ND will be submitted to the City for review and comment. BRG will provide the Draft (M)ND (forty hardcopies and one CD).

E. Prepare Notice of Intent/Distribute (Mitigated) Negative Declaration/Review Comments
If requested, BRG will assist the City with the distribution of the (M)ND for public review. BRG will prepare the Notice of Intent (NOI) to adopt the (M)ND and submit it to the City for publication in a newspaper of general circulation and distribution with the Draft (M)ND. BRG will file the NOI with the County of San Diego once the Draft (M)ND is released for public review. The County requires a $50.00 processing fee for filing NOIs. We assume the City will provide a check for the required processing fee. The check will be made payable to the County Clerk.

In the event the City wants to send the (M)ND to the State Clearinghouse, BRG will provide the Notice of Completion (NOC).

F. Prepare Final (Mitigated) Negative Declaration and Notice of Determination
BRG, NV5, and City staff will review comments received during the public review period. BRG will finalize the Draft IS/(M)ND that will include written responses to any public comment letters received during the public review period. After City staff review, BRG will finalize the IS/(M)ND. BRG will provide the Final IS/(M)ND (10 hardcopies and CD).
BRG will prepare and file a Notice of Determination (NOD) for the project with the County of San Diego after the (M)ND is adopted by the City. The County requires a $50.00 processing fee for filing NODs. In addition, the California Department of Fish and Wildlife (CDFW) requires a CEQA filing fee of $2,156.25 (2013 fees). However, if during the review of the Draft (M)ND, CDFW concludes that the project will have no effects on biological resources, the filing fee will be waived. If CDFW issues a No Effects Determination, only the $50.00 County processing fee is due. If CDFG does not issue a No Effects Determination, a filing fee of $2,206.25 (CDFW fee plus County processing fee) is required to be submitted with the NOD. We assume the City will provide a check for the required filing fee. The check will be made payable to the County Clerk.

G. Project Management

- Attendance at up to (3) meetings, including design review meetings, with City staff, other project team members and other agency and public groups throughout the preparation and processing of the (M)ND.
- Coordination with City staff as may be required throughout the process.
- Development of solutions to issues or problems that may arise during the process.
- Coordinating the preparation of any graphics and the assemblage of documents.
- Preparing and maintaining a schedule of tasks leading to approval of the (M)ND.

H. Mitigation Monitoring and Reporting Program
BRG will prepare a Mitigation Monitoring Reporting Program (MMRP) for submittal with the Final (M)ND. The MMRP will contain a compilation of mitigation measures presented in the Final (M)ND. These mitigation measures and the established MMRP will meet the requirements of Section 21081.6(a) of the Public Resources Code. The MMRP will be included in the Final (M)ND as a Technical Appendix.

I. Hearings
If a hearing is needed for the proposed project, person(s) responsible for preparation of the (M)ND will attend public hearings and present the findings if requested by the City. The purpose of this task is for BRG to attend the hearing and assist City staff in responding to any questions/issues regarding the (M)ND that may come up at the hearing. Note that our cost assumes we will not be asked to draft the environmental aspects of any staff report.

ASSUMPTIONS FOR ENVIRONMENTAL SERVICES

- Preparation of technical reports for biological and cultural resources will not be required because of the disturbed nature of the alignment.
- Construction can avoid the active bird-nesting season from March 1st to September 15th of any year. We have made this assumption because areas of the likely alignment are adjacent to habitat with a moderate likelihood to be occupied by LBV. In the event LBV are nesting during construction, construction noise levels could result in 'Take' as defined by the state and federal Endangered Species Acts (ESAs). We understand that there is no federal action associated with this project; therefore, Take would have to be permitted under the City's Subarea Plan or Section 10a of the Federal ESA, a complex and time-consuming process that BRG has successfully completed for clients on other projects.
- Construction activities will be minimal and thus an air quality and greenhouse gas emission technical analysis is not required.
- An Environmental Impact Report (EIR) will not required.

EXCLUSIONS

The following items and services can be provided under a separate or amended contract:

- Potholing (Cost per pothole is approximately $900 per pothole)
- Biological and Cultural Technical Reports (Cost is approximately $10,300).
- Environmental Impact Report (EIR)
- Permit processing fees
- Hydraulic modeling
- Flow monitoring
- Cost estimates other than the 100% cost estimate.
- Front-end bidding documents other than a bid schedule
- Geotechnical observation and testing during construction
- Construction support services (RFI and submittal review)
- Construction management or inspection
- SWPPP or erosion control plan

Proposed Project Fee

PROJECT TASKS	NV5 PERSONNEL HOURS: Proj Mgr	Senior Eng.	Assoc. Eng.	Geotech. Eng.	Staff. Eng.	2 Person Survey	Senior Surveyor	Subs ODC	Totals ($)
Charge Rates	165	120	105	125	95	212	130		
TASK 1 - Meetings/Site Visits/Research									
Kickoff/Progress Meetings	4	14							$ 2,340
Review Ex. Facilities/Pre-Design	6	24							$ 3,870
Task 1 Subtotal	10	38							$ 6,210
TASK 2 - Survey									
Control/Aerial Mapping	1					12	2	$ 2,000	$ 4,969
Field Survey	4					32	8		$ 8,484
Right of Way/Easements	3					8	16		$ 4,271
Utility Mapping			8						$ 840
Task 2 Subtotal	8		8			52	26		$ 18,564
TASK 3 - Geotechnical Services									
Site Reconnaissance and Review					6			$ 1,000	$ 1,570
Field Exploration (4 borings)					8			$ 5,450	$ 6,210
Laboratory Testing								$ 1,290	$ 1,290
Analysis and Report	4			8	20				$ 3,560
Task 3 Subtotal	4			8	34				$ 12,630
TASK 4 - Design Phase									
50% Design (Plans)	8	40	40					$ 100	$ 10,420
75% Design (Plans)	6	32	40					$ 100	$ 9,130
90% Design (Plans/Specs)	4	24	32					$ 100	$ 7,000
Traffic Control Plans								$ 6,850	$ 6,850
100% Design (Plans/Specs/Est.)	4	24	24					$ 100	$ 6,160
Final Design	2	4	8					$ 100	$ 1,750
QA/QC, Constructibility Review	8								$ 1,320
Task 4 Subtotal	32	124	144						$ 42,630
TASK 5- As-built Construction Plans									
As-built Construction Plans	4	4	20						$ 3,240
Task 5 Subtotal	4	4	20						$ 3,240
Hourly Costs	58	166	172	8	34	52	26	$ 17,090	$ 83,274
TOTAL FEE =								$	83,300

**Total fee rounded to the nearest $100*

ALTERNATE TASK 6 - Environmental Services (NOE)									
NV5 Coordination	8								$ 1,320
Meetings/Research								$ 1,388	$ 1,388
Project Description								$ 744	$ 744
NOE								$ 368	$ 368
Distribute NOE								$ 196	$ 196
Project Management								$ 452	$ 452
MMRP								$ 1,326	$ 1,326
Expenses								$ 300	$ 300
Alternate Task 6 Subtotal	8								$ 6,094
ALTERNATE TASK 7 - Environmental Services (IS/MND)									
NV5 Coordination	12								$ 1,980
Meetings/Research								$ 1,840	$ 1,840
Project Description								$ 1,323	$ 1,323
Draft Initial Study								$ 6,676	$ 6,676
Draft MND								$ 1,969	$ 1,969
NOI, NOC and MND Distribution/Review								$ 2,894	$ 2,894
Final MND and NOD								$ 3,746	$ 3,746
Project Management								$ 2,709	$ 2,709
Hearings								$ 1,619	$ 1,619
MMRP								$ 1,616	$ 1,616
Expenses (BRG)								$ 1,785	$ 1,785
Alternate Task 7 Subtotal	12								$ 28,157

Lake Boulevard Sewer Realignment

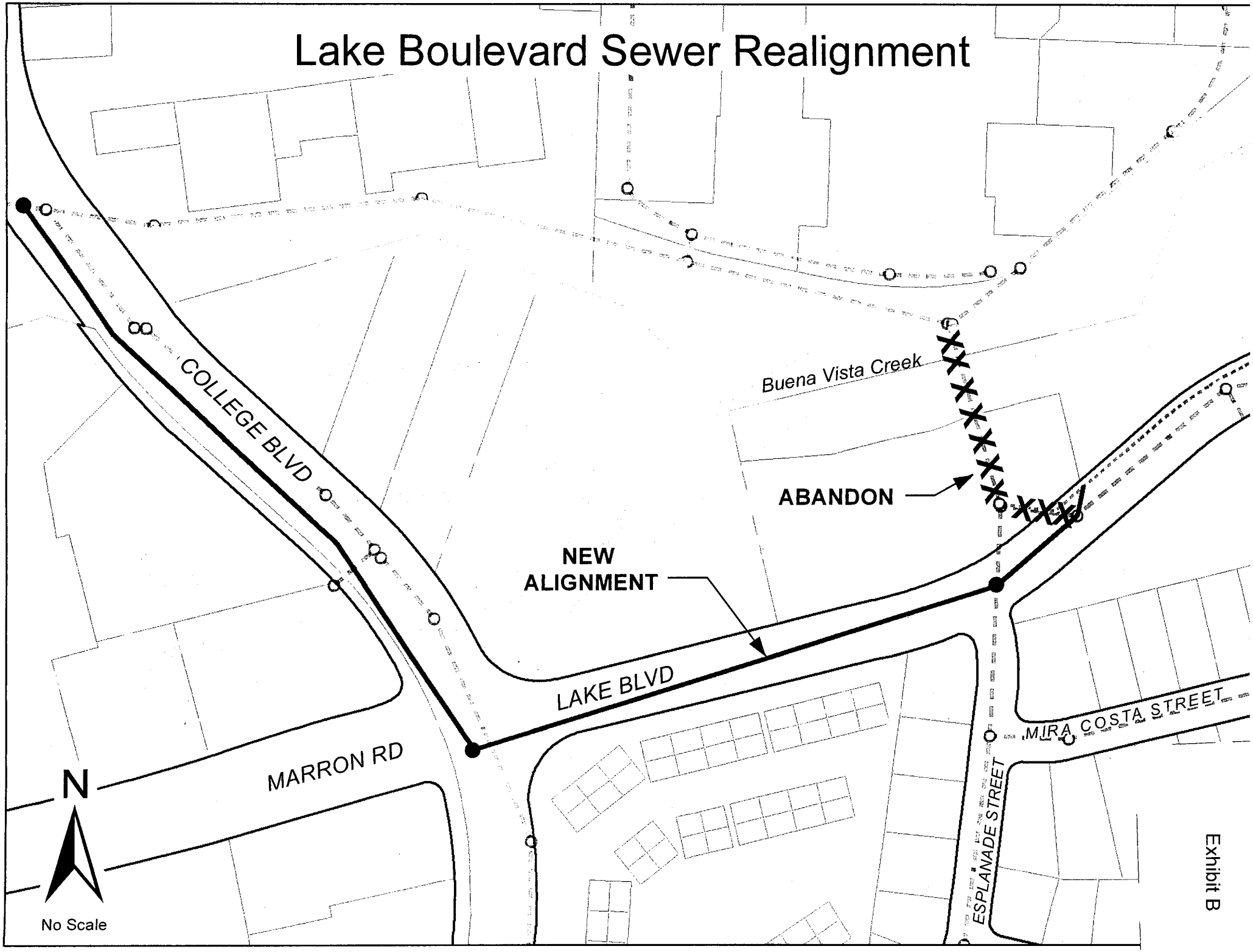

Exhibit B

LAKE BLVD SEWER REPLACEMENT PROJECT DESIGN - [800812722]
RFP MAILING LIST

Company	Address	City	State	Zip	First Name	Last Name	Phone	Fax
Infratructure Engineering Corporation	301 Mission Avenue, Suite 202	Oceanside	CA	92054	Preston	Lewis	760-529-0795	760-529-0785
Cornerstone Engineering, Inc.	717 Pier View way	Oceanside	CA	92054-2	Mike	Boraks	760-722-3495	(760) 722-3490
Carollo Engineers	615 South Tremont Street	Oceanside	CA	92054	Jeff	Thornbury	760-637-2700	760-637-2701
Tetra Tech ASL, Inc.	2141 El Camino Real, Suite J	Oceanside	CA	92054	Howard	Arnold	760-754-0550	
NV5	1029 Gallery Drive	Oceanside	CA	92057	Julian	Palacios		
Parsons Water & Infrastructure Inc.	110 West A Street, Suite 1050	San Diego	CA	92101	Luke	Wendel, P.E.		
Parsons Brinckerhoff	401 B Street, Suite 1450	San Diego	CA	92101	John	O'Donnell, P.E.	619-338-9376	
AKM Consulting Engineers	553 Wald	Irvine	CA	92618	Zeki	Kayiran		
P & D Consultants	8954 Rio San Diego Drive, Suite 610	San Diego	CA	92108	Dan	Lee		
CH2M Hill	402 W. Broadway, Suite 1450	San Diego	CA	92101	Bob	Pruitt	619-687-0110	

Exhibit C

CONSULTANT PROPOSAL - RATING FORM

NAME OF FIRM: A) AKM Consulting; B) IEC; C) NV5 DATE: _____

PROJECT: Lake Blvd. Sewer Replacement Design PROJECT NO.: 800812722

ITEM	POINTS	CONSULTANT'S RATING A	B	C	D
I. QUALIFICATIONS OF FIRM AND MEMBERS:					
A. Specialized expertise of members	15	15	15	15	
B. Adequacy of staff and resources.	15	12	12	15	
II. PERFORMANCE OF WORK SIMILAR IN CHARACTER:					
A. Comparable work (local area preferred).	10	8	10	10	
B. Proposal submitted by Oceanside firm.	6	0	6	0	
C. Proposal included an Oceanside firm as part of a consulting team.	4	4	2	0	
D. Additional points based on abilities, qualifications, and commitment of Oceanside firm.	5	0	5	0	
III. ABILITY TO PROVIDE SERVICES:					
A. Ability to complete job on time.	10	7	5	10	
IV. QUALITY OF PROPOSAL:					
A. Satisfactorily address all objectives.	10	8	6	10	
B. Provide additional amplifying information.	5	0	3	5	
C. Presentation, clarity, neatness.	5	3	5	4	
V. WORK PERFORMANCE FOR THE CITY:					
A. No work in past 12 months.	10	10	0	0	
B. Work in past 12 months - deductions based on Contract amount.		0	2	6	
VI. PRICE:					
A. Overall cost.	10	4	10	7	
TOTALS:	105	71	81	82	0

RANKING:

1 NV5 = 82

2 IEC = 81

3 AKM Consulting = 71

4

5

6

RATED BY:

Name/Title: Jeremy Kemp / Utility Supervisor

Name/Title:

Name/Title:

Name/Title:

Date: 15-Apr-13

Exhibit D