ITEM NO. 12

STAFF REPORT

CITY OF OCEANSIDE

DATE: June 26, 2013

TO: Honorable Mayor and City Councilmembers

FROM: Cari Dale, Water Utilities Director

SUBJECT: **PROFESSIONAL SERVICES AGREEMENT WITH RICHARD BRADY & ASSOCIATES FOR PLANS AND SPECIFICATIONS FOR THE RESERVOIR REPAIRS PHASE 1 AND 2**

SYNOPSIS

Staff recommends that the City Council approve a professional services agreement in an amount not to exceed $128,334 with Richard Brady & Associates for the preparation of the plans and specifications for the Reservoir Repairs Phase 1 and 2 projects; and authorize the City Manager to execute the agreement (Exhibit A).

BACKGROUND

The City of Oceanside has 12 reservoirs in the potable water distribution system for a total water storage capacity of 50.5 million gallons. Reservior construction consists of either pre-stressed concrete walls with gunite cover & gunite dome roof or pre-stressed concrete tanks with a flat roof, or steel structures. Reservoir ages range from 16 – 55 years old.

Designs of the structural repairs of all reservoirs need to be performed in order to allow for future structural repairs which will maintain the structural integrity and storage capacity.

Two of the reservoirs are in need of immediate repairs based upon their remaining useful life: the Fire Mountain Reservoir, a 3 million gallon pre-stressed concrete structure and the Guajome No. 1 Reservoir, a 5 million gallon pre-stressed concrete structure, will be Phases 1 and 2 of the repairs respectively.

ANALYSIS

On April 24, 2013, a Request for Proposal (RFP) was sent to twelve consultant engineering firms, including all Oceanside firms, to prepare the Reservoir Repairs Phase 1 & 2 Design (Exhibit B).

On May 21, 2013, the Water Utilities Department received one proposal from the consulting firms. Staff reviewed and evaluated the proposal and determined Richard

Brady & Associates had addressed all of the RFP requirements and was a highly qualified professional design firm to provide the Reservoir Repair Phase 1 and 2 Design (Exhibit C).

FISCAL IMPACT

The Reservoir Structural Analysis account (908754600712.5605.10400) has a current available balance of $200,000 for FY 2012-13. The total cost for this phase of the design is $128,334. Therefore, budgeted funds are available.

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 and approved as to form.

INSURANCE REQUIREMENTS

The City's standard insurance requirements will be met.

RECOMMENDATION

Staff recommends that the City Council approve a professional services agreement in an amount not to exceed $128,334 with Richard Brady & Associates for the preparation of the plans and specifications for the Reservoir Repairs Phase 1 and 2 projects; and authorize the City Manager to execute the agreement (Exhibit A).

PREPARED BY:

Jason Dafforn
Water Utilities Division Manager

SUBMITTED BY:

Peter A. Weiss
City Manager

REVIEWED BY:

Michelle Skaggs Lawrence, Deputy City Manager

Cari Dale, Water Utilities Director

Teri Ferro, Financial Services Director

Exhibit A – PSA
Exhibit B – RFP Mailing List
Exhibit C – Consultant Rating Form

CITY OF OCEANSIDE

PROFESSIONAL SERVICES AGREEMENT

PROJECT: RESERVOIR REPAIRS PHASE 1 AND 2 (908754600712)

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 Richard Brady & Associates, 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 project is more particularly described as follows: CONSULTANT desires to provide professional engineering services for providing detail drawings and technical specifications for the Reservoir Repairs Phase 1 (Fire Mountain Reservoir) and Phase 2 (Guajome No. 1 Reservoir) as described in the CONSULTANT'S proposal dated May 21, 2013, and listed in the Scope of Services attached hereto as Exhibit A. The project is more particularly described as follows:

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 Water Utilities Director 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 Water Utilities Director, 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 Water Utilities Director may delegate authority in connection with this Agreement to the Water Utilities Director's designees. For the purposes of directing the CONSULTANT'S performance in accordance with this Agreement, the Water Utilities Director delegates authority to Gary Bodman, Water/Wastewater Project Manager.

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 outcome of the construction of the project.

1.1.4 Design, prepare and submit to the Water Utilities Director, plan details and technical 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 Water Utilities Director, concurrently with the design plans and technical specifications, the following:

a. A written estimate of probable construction costs in a detailed bid schedule for each phase.

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 period upon request by Water Utilities Director to include the services listed below:

a. Review and make recommendations to requests for clarification from bidding contractors.

b. Assist in preparing any required bid addendum.

c. Attend the pre-bid meeting.

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 (Technical 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 Provide access around each reservoir.

1.2.7 Duplicate all final plans and specifications.

1.2.8 Provide all necessary surveying and testing required for design, including geotechnical engineering services if required during construction.

1.2.9 Provide overall project management.

1.2.10 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 Tasks 1 & 2 CONSULTANT shall prepare and deliver six (6) copies of a 50% Reservoir Repairs Phase 1 and 2 detail drawings and technical specifications

within 80 calendar days of the execution of this Agreement. No work shall be performed by CONSULTANT beyond the Tasks 1 & 2 stage until the Water Utilities Director has given written approval of the 50% Reservoir Repairs Phase 1 and 2 detail drawings and technical specifications authorization to perform Tasks 3 & 4.

2.3 Tasks 3 & 4. CONSULTANT shall prepare and deliver six (6) copies of the 100% Reservoir Repairs Phase 1 and 2 detail drawings and technical specifications, engineer's estimate, and bid schedule within 20 calendar days of the 50% Reservoir Repairs Phase 1 and 2 detail drawings and technical specifications written approval. No work shall be performed beyond the Tasks 3 & 4 stage until the City has given written approval to perform Tasks 5 & 6.

2.4 Tasks 5 & 6. CONSULTANT shall prepare and deliver six (6) hard copies and two (2) CD's of the Reservoir Repairs Phase 1 and 2 final design (bid set) detail drawings and technical specifications, final engineer's estimate, final bid schedule, and drawing mylars within 10 calendar days of the Reservoir Repairs Phase 1 and 2 Task 3 & 4 100% detail drawings and technical specifications written approval, and the Water Utilities Directors' written request to submit the final documents and mylars.

2.5 Tasks 7 & 8. CONSULTANT shall assist the City with the bid process.

2.6 Tasks 9 & 10. CONSULTANT shall prepare and deliver the final As-Built plans for record drawings to the Water Utilities Director within 30 calendar days of the Water Utilities Director's written request.

2.7 CONSULTANT shall submit all requests for extensions of time for performance in writing to the Water Utilities Director 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 Water Utilities Director shall review all such requests and may grant reasonable time extensions for unforeseeable delays which are beyond CONSULTANT'S control.

2.8 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 at the CONSULTANT's cost. 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 Water Utilities Director. 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 Water Utilities Director. 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 Water Utilities Director.

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

Automobile Liability Insurance	$ 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 Water Utilities Director 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 Water Utilities Director. CONSULTANT'S compensation for all

work performed in accordance with this Agreement shall not exceed the total contract price of $ 128,334.00.

No work shall be performed by CONSULTANT in excess of the total contract price without prior written approval of the Water Utilities Director.

CONSULTANT shall obtain approval by the Water Utilities Director 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 Water Utilities Director for verification of billings, within a reasonable time of the Water Utilities Director'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 Water Utilities Director, and based upon the following partial payment schedule:

13.4.1 Prior to submittal and CITY approval of the 50% Reservoir Repairs Phase 1 and 2 detail drawings and technical specifications, partial payments shall not exceed $82,568.00.

13.4.2 Prior to submittal and CITY approval of the 100% Reservoir Repairs Phase 1 and 2 detail drawings, technical specifications; engineer's estimate, and bid schedule, partial payments shall not exceed $113,326.00.

13.4.3 Prior to submittal and CITY approval of the final bid set Reservoir Repairs Phase 1 and 2 design detail drawings, technical specifications, final engineer's estimate, final bid schedule, and drawing mylars, partial payments shall not exceed $121,691.00.

13.4.4 Prior to completing the bid support for the Reservoir Repairs Phase 1 and 2, partial payments shall not exceed $125,711.00.

13.4.5 Final payment of $2,623.00 shall be made to CONSULTANT upon CONSULTANT's preparation and submittal of record drawings to the satisfaction of the Water Utilities Director.

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:

Cari Dale, Water Utilities Director
City of Oceanside
300 North Coast Highway
Oceanside, CA 92054

TO CONSULTANT:

Richard Brady, President
Richard Brady & Associates
3710 Ruffin Road
San Diego, CA 92123

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:

RICHARD BRADY & ASSOCIATES

By: _____

Name/Title Richard Brady, President (Corporation)

Date: June 11, 2013

By: _____

Name/Title Crystal Kolland, CFO (Corporation)

Date: June 11, 2013

33-0854675

Employer ID No.

CITY OF OCEANSIDE

By: _____

Peter Weiss, City Manager

Date: _____

APPROVED AS TO FORM:

_____

City Attorney

NOTARY ACKNOWLEDGMENTS OF CONSULTANT MUST BE ATTACHED.

ACKNOWLEDGMENT

State of California
County of San Diego)

On June 11, 2013 before me, Valerie Ellis, Notary Public
(insert name and title of the officer)

personally appeared Richard Brady,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

VALERIE CATHERINE ELLIS
Commission # 1859392
Notary Public - California
San Diego County
My Comm. Expires Aug 25, 2013

Signature Valerie Catherine Ellis (Seal)

ACKNOWLEDGMENT

State of California
County of San Diego)

On June 11, 2013 before me, Valerie Ellis, Notary Public
(insert name and title of the officer)

personally appeared Crystal Kolland,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

VALERIE CATHERINE ELLIS
Commission # 1859392
Notary Public - California
San Diego County
My Comm. Expires Aug 25, 2013

Signature Valerie Catherine Ellis (Seal)

BRADY

Reservoir Repairs Phase 1 & 2
City of Oceanside
Project No. 908754600712

May 21, 2013

City of Oceanside
300 North Coast Highway
Oceanside, CA 92054

Subject: RESERVOIR REPAIRS PHASE 1 & 2
PROJECT APPROACH

The Consultant's scope of services shall include the following tasks:

1. Project Management: The Consultant shall submit an initial schedule with pertinent milestones for the major tasks involved in the Project. The schedule shall be updated monthly, or more often, as necessary. The duration of this project is anticipated to be five months (July, 2013 through November, 2013).

Deliverables for this task shall include:

A. A monthly update of the project scheduled submitted in hard copy form.
B. A monthly status report submitted in hard copy and digital (PDF) form. The status report shall be submitted with the Consultant's monthly billings. Invoices will not be processed if the project schedule and the status report are not attached.

2. Meetings: The Consultant's representative(s) and Water Utilities Department shall meet not less than once a month during the Project. Meetings shall include an initial kickoff meeting to discuss project objectives and a meeting to review the preliminary design. The Consultant shall assign appropriate engineering specialty staff or principals, or arrange for appropriate subcontractors to accompany the Project Manager, to attend meetings with Water Utilities Department.

Deliverables for this task shall include:

A. A draft meeting agenda sent for review via email in PDF format two days before the meeting.
B. Draft meeting minutes sent for review via email in PDF or MS Word format within five working days after the meeting.
C. Final meeting minutes submitted via email in PDF format for distribution to City staff within two working days following receipt of final City comments.

3. Data Collection and Review: Review all records made available by City staff, including, but not limited to the "Reservoir Structural Analysis" prepared in October 2012 and any available "as-built" reservoir drawings. The Consultant shall also conduct interviews with appropriate City engineering and operations staff. Data related to the project is kept in Water Utilities Department records. The Consultant shall secure necessary information and/or requirements for the Project. All data collected verbally shall be confirmed in writing which includes all e-mail, correspondence, and meeting notes being copied to the City's project manager. All original data from Water Utilities Department records shall be returned immediately after Consultant has reproduced them for its use.

4. Conduct Inspections of Each Reservoir: Once drained by the City, a visual inspection of each reservoir will be conducted to determine condition of reservoir floor, wall and roof. When entering confined spaces, the Consultant shall meet all safety requirements in accordance with Cal-OSHA, Title 8, General Industry Safety Orders, Group 16, Article 108 (Confined Space Entry) and other applicable sections. All Consultant staff entering the reservoirs must be certified in Confined Space Entry and follow any California Department of Public Health (DPH) requirements and American Water Works Association (AWWA) standards pertaining to personnel entering potable water reservoirs. It is anticipated the Consultant will perform the following tests at each tank:

   - Evaluate the condition of any observed concrete cracking or spalling, particularly in areas where there may be exposed rebar. Mark and photograph non-hairline cracks (wide enough to stick a dime in) using NSF 61-approved paint.
   - Evaluate on the condition of expansion joints and sealants.
   - Evaluate on the condition of all appurtenances including floats, overflow piping, inlet and outlet piping, drains, ladders, etc.

5. Preparation of the Construction Documents: The Consultant shall prepare plans and specifications relating to the reservoir repairs in sufficient detail to address the following:

   A. Structural and Seismic Retrofit

      Determine whether the reservoir meets current civil, structural, and seismic design standards including AWWA D110 (Wire and Strand-Wound Circular Pre-stressed

Concrete Water Tanks), ASCE 7 (Minimum Design Loads for Buildings and Other Structures), ACI 318 (Building Code Requirements for Structural Concrete), and the CBC (California Building Code) as applicable to the design and/or retrofit of potable water storage reservoirs. The Consultant's analysis shall take into account all structural components including floors, walls, columns, roofs, and the entire tank lid including all entry portals.

If Consultant finds the reservoirs do not meet current structural and seismic codes following completion of Task 3 (data collection and review of all available records described in the first three paragraphs of the Project Background Section of this RFP) and Task 5A (Structural and Seismic Assessment), the following recommendations shall be provided: appropriate upgrades to bring the reservoirs into compliance including increasing base shear seismic capacity, coating and patching repairs as well as repairs to tensile sections and externally bonded RFP strengthening systems.

B. Corrosion Assessment

Note areas in each reservoir where corrosion is evident, especially where exposed rebar is present. Determine whether existing sacrificial cathodic protection anodes in those areas are sufficient to deter corrosion. If not, make appropriate recommendations for additional cathodic protection, if warranted.

Once the initial corrosion assessment has been completed the Consultant shall prepare a "repair strategy" to be included in the Construction Documents with budget-level construction costs for mitigating existing and anticipated corrosion problems in the reservoir included in the Bid Schedule. Conditions of the existing inlet/outlet and overflow piping and other appurtenances shall also be assessed during the investigation. This strategy shall include appropriate recommendations for replacing coatings, replacing corroded metal appurtenances with fiberglass, polyethylene, PVC, polypropylene or FRP appurtenances, and/or adding cathodic protection as needed. It is anticipated that the exterior coating system shall be replaced on the Fire Mountain reservoir and the Guajome No. 1 reservoir will require a new interior liner system.

C. Safety Equipment Upgrades

Review the existing access ladders and provide repair and/or replacement details to ensure compliance with relevant sections of OSHA 1910 regulations.

Quality Control Approach

BRADY takes pride in the quality of the designs prepared by our staff. Our QA/QC Program is designed to enhance the cooperation and synergy between the disciplines at BRADY, our subconsultants, and the City of Oceanside. BRADY's PM will coordinate with staff identified for the QA/QC reviews to ensure they understand the scope of their review responsibilities and have a clear understanding of the City's requirements. Some highlights of our established procedures are:

- Independent review of technical memos, calculations, design drawings, and specifications.
- Allow time in schedule for quality reviews; each team member (i.e. preparer, reviewer, checker apart from design team, and approver) has specific area of responsibility.
- Utilize RediCheck document review lists (as applicable) to identify inconsistencies, errors, and omissions between and within design disciplines.
- Reviews at specific design milestones completed prior to delivery of submittals to the City.

RESERVOIR REPAIRS
PHASE 1 2

LABOR HOURS			LABOR HOURS BY WORK ELEMENT										
			1	2	3	4	5	6	7	8	9	10	
Labor Category	**Code**	**Bill Rate**	**Task 1: 50% Design - Fire Mountain Res**	**Task 2: 50% Design - Guajome No 1 Res**	**Task 3: 100% Design - Fire Mountain Res**	**Task 4: 100% Design - Guajome No 1 Res**	**Task 5: Bid Set Design - Fire Mountain Res**	**Task 6: Bid Set Design - Guajome No 1 Res**	**Task 7: Bid Support - Fire Mountain Res**	**Task 8: Bid Support - Guajome No 1 Res**	**Task 9: Record Drawings - Fire Mountain Res**	**Task 10: Record Drawings - Guajome No 1 Res**	**TOTAL**
Civil Engineer - Managing	P4	$ 200.00	10.0	10.0	6.0	10.0	2.0	3.0	-	-	1.0	1.0	43.0
Structural Engineer - Principal	P5	$ 200.00	35.0	45.0	24.0	36.0	6.0	6.0	4.0	4.0	2.0	3.0	165.0
Structural Engineer - Senior	P3	$ 125.00	-	-	-	-	-	-	-	-	-	-	-
Engineer - Staff	P2	$ 100.00	76.0	104.0	51.0	76.0	16.0	24.0	6.0	10.0	4.0	4.0	371.0
Health & Safety Officer	T3	$ 100.00	30.0	35.0	6.0	6.0	-	-	-	-	-	-	77.0
Reproduction Clerk, File Clerk, Data Entry	A1	$ 85.00	2.0	2.0	4.0	4.0	4.0	4.0	4.0	4.0	2.0	2.0	32.0
		Subtotal Labor Hours	**153.0**	**196.0**	**91.0**	**132.0**	**28.0**	**37.0**	**14.0**	**18.0**	**9.0**	**10.0**	**688.0**
		Total Labor Costs	**$ 19,770**	**$ 25,070**	**$ 12,040**	**$ 17,740**	**$ 3,540**	**$ 4,540**	**$ 1,740**	**$ 2,140**	**$ 1,170**	**$ 1,370**	**$ 89,120**

ODCs & Travel	Vendor/Subk		ODCS/TRAVEL BY WORK ELEMENT										TOTAL
Travel			$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Total Travel Cost			$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Equipment Rental/Operator/Laborer (6-Days			$ 5,000	$ 5,000	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 10,000
			$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Interior Tank Inspection (Cleaning)			$ 4,000	$ 4,000	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 8,000
			$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Exterior Inspection			$ 7,500	$ 7,500	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 15,000
			$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
			$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
			$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
			$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
			$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
			$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
			$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Service Center Charge		$4.00	$ 612	$ 784	$ 364	$ 528	$ 112	$ 148	$ 56	$ 72	$ 36	$ 40	$ 2,752
Reproduction			$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		Subtotal ODCs	**$ 17,112**	**$ 17,284**	**$ 364**	**$ 528**	**$ 112**	**$ 148**	**$ 56**	**$ 72**	**$ 36**	**$ 40**	**$ 35,752**
		G&A on ODCs (excl Travel) 4.46%	**$ 763**	**$ 771**	**$ 16**	**$ 24**	**$ 5**	**$ 7**	**$ 3**	**$ 3**	**$ 2**	**$ 2**	**$ 1,595**
		Total ODC Costs	**$ 17,875**	**$ 18,055**	**$ 380**	**$ 552**	**$ 117**	**$ 155**	**$ 59**	**$ 75**	**$ 38**	**$ 42**	**$ 37,347**
		Profit on ODCs (excl Travel) 5.00%	**$ 894**	**$ 903**	**$ 19**	**$ 28**	**$ 6**	**$ 8**	**$ 3**	**$ 4**	**$ 2**	**$ 2**	**$ 1,867**
Total ODCs			**$ 18,769**	**$ 18,958**	**$ 399**	**$ 579**	**$ 123**	**$ 162**	**$ 61**	**$ 79**	**$ 39**	**$ 44**	**$ 39,214**
		Total ODCS & Travel	**$ 18,769**	**$ 18,958**	**$ 399**	**$ 579**	**$ 123**	**$ 162**	**$ 61**	**$ 79**	**$ 39**	**$ 44**	**$ 39,214**
		Total Cost	**$ 38,539**	**$ 44,028**	**$ 12,439**	**$ 18,319**	**$ 3,663**	**$ 4,702**	**$ 1,801**	**$ 2,219**	**$ 1,209**	**$ 1,414**	**$ 128,334**

RESERVOIR STRUCTURAL REPAIRS PHASE 1 AND 2
(908754600712)
CONSULTANT MAILING LIST

Company	Address	City	State	Zip	First Name	Last Name	Title	Phone	Fax
AKM Consulting Engineers	553 Wald	Irvine	CA	92618	Gary	Hobson	Principal Engineer	949-753-7333	949-753-7320
Cornerstone Engineering, Inc.	208 Oak Street	Bakersfield	CA	92054	Derrill	Whitten		661-325-9474	
Dudek & Associates, Inc.	605 Third Street	Encinitas	CA	92024	Patty	Post		760-942-5147	
Malcolm Pirnie/ARCADIS	1525 Faraday Avenue, Suite 290	Carlsbad	CA	92008	Paul	Wilson	Sr. Proj. Engineer	760-602-3807	760-602-3838
O'Day Consultants	2710 Loker Ave. W, Suite 100	Carlsbad	CA	92010	Patrick	O'Day		760-931-7700	
Parsons Water & Infrastructure Inc.	110 West A Street, Suite 1050	San Diego	CA	92101	Luke/Richard	Wendel, P.E./Trembath			
RBF Consulting	9755 Clairemont Mesa Blvd., Suite 100	San Diego	CA	92124	John	Harris		858-614-5025	
Richard Brady & Associates	3710 Ruffin Road	San Diego	CA	92123	Richard	Brady		858-496-0500	858-496-0505
Infrastructure Engineering Corporation	301 Mission Avenue, Suite 202	Oceanside	CA	92054	Preston	Lewis		760-529-0795	760-529-0785
Carollo Engineers	615 South Tremont Street	Oceanside	CA	92054	Dennis	Wood		760-637-2700	760-637-2701
Tetra Tech, Inc.	2141 El Camino Real, Suite J	Oceanside	CA	92054	Howard	Arnold		760-754-0550	858-673-1610
Nolte & Associates, Inc.	1029 Gallery Drive	Oceanside	CA	92057	Julian	Palacios	Project Manager	858-385-0500	858-385-0400

Exhibit B

CONSULTANT PROPOSAL - RATING FORM

NAME OF FIRM: A) Richard Brady & Associates

DATE: 5/22/2013

PROJECT: Reservoir Repairs Phase 1 and 2 Design

PROJECT NO. 908754600712

ITEM	POINTS	CONSULTANT'S RATING A	B	C	D	E
I. QUALIFICATIONS OF FIRM AND MEMBERS:						
A. Specialized expertise of members	15	15				
B. Adequacy of staff and resources.	15	14				
II. PERFORMANCE OF WORK SIMILAR IN CHARACTER:						
A. Comparable work (local area preferred).	10	10				
B. Proposal submitted by Oceanside firm.	6	0				
C. Proposal included an Oceanside firm as part of a consulting team.	4	0				
D. Additional points based on abilities, qualifications, and commitment of Oceanside firm.	5	0				
III. ABILITY TO PROVIDE SERVICES:						
A. Ability to complete job on time.	10	10				
IV. QUALITY OF PROPOSAL:						
A. Satisfactorily address all objectives.	10	10				
B. Provide additional amplifying information.	5	5				
C. Presentation, clarity, neatness.	5	4				
V. WORK PERFORMANCE FOR THE CITY:						
A. No work in past 12 months.	10	10				
B. Work in past 12 months - deductions based on Contract amount.		0				
VI. PRICE:						
A. Overall cost.	10	9				
TOTALS:	105	87	0	0	0	0

RANKING:

1 Richard Brady & Associates

2

3

4

RATED BY:

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

Name/Title:

Name/Title:

Name/Title:

Exhibit C