

# STAFF REPORT



ITEM NO. *12*  
CITY OF OCEANSIDE

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DATE: September 4, 2013  
TO: Honorable Mayor and City Councilmembers  
FROM: Water Utilities Department  
SUBJECT: **PROFESSIONAL SERVICES AGREEMENT WITH DUDEK FOR DESIGN OF THE SAN LUIS REY WASTEWATER TREATMENT PLANT MAJOR UPGRADES PROJECT**

## **SYNOPSIS**

Staff recommends that the City Council approve a professional services agreement with Dudek, of Encinitas in the amount of \$132,632 for design services for the San Luis Rey Wastewater Treatment Plant Major Upgrades Project, and authorize the City Manager to execute the agreement (Exhibit A).

## **BACKGROUND**

The San Luis Rey Water Reclamation Facility (SLRWRF) is located at 3950 North River Road. The plant was originally constructed in 1976 with the last major expansion completed in 2003.

Currently the facility has a rated capacity of 14.5 MGD for secondary treatment with an average annual flow of 9.8 MGD. The capacity of the plant is sufficient; however, improvements are necessary to continue to operate and ultimately to increase efficiency.

Carollo Engineers recently completed the "San Luis Rey Water Reclamation Facility – Facility Needs Assessment" dated December 2012. This assessment identified and prioritized necessary improvement projects for this facility. A site plan shows the location of the various projects (Exhibit B).

The identified projects to be designed as a part of this phase of design and construction are as follows:

- Project No. 1 – Gravity Belt Thickener (GBT) Building Seismic Upgrades
- Project No. 2 – Plant 1 Process and Equipment Upgrades
- Projects No. 3 & 4 – Plant 1 Pipe Gallery Upgrades and Rehabilitation

## **ANALYSIS**

On May 14, 2013, a Request for Proposals (RFP) for the preparation of plans and technical specifications for construction contract documents was sent to eleven qualified professional engineering design firms that were listed on the Water & Wastewater Consultant List (Exhibit C).

On June 20, 2013, the Water Utilities Department received proposals from three of the eleven design consulting firms. Staff performed a review of the proposals for accuracy and completeness and rated the consultants based on qualifications, performance of similar type work, ability to provide services, quality of proposal, previous work performance for the City and cost. Staff has determined that Dudek's proposal includes the required items as outlined in the RFP (Exhibit D).

## **FISCAL IMPACT**

The Fiscal Year 2013-14 adopted budget for the San Luis Rey Wastewater Treatment Plant Major Upgrades Project (909125500722) has an available balance of \$1,557,923. The Professional Services Agreement is in the amount of \$132,632; 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 September 17, 2013.

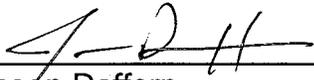
## **CITY ATTORNEY'S ANALYSIS**

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

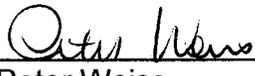
**RECOMMENDATIONS**

Staff recommends that the City Council approve a professional services agreement with Dudek, of Encinitas in the amount of \$132,632 for design services for the San Luis Rey Wastewater Treatment Plant Major Upgrades Project, and authorize the City Manager to execute the agreement (Exhibit A).

PREPARED BY:

  
\_\_\_\_\_  
Jason Dafforn  
Water Utilities Division Manager

SUBMITTED BY:

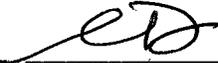
  
\_\_\_\_\_  
Peter Weiss  
City Manager

REVIEWED BY:

Michelle Skaggs Lawrence, Deputy City Manager

Cari Dale, Water Utilities Director

Michael Blazenski, Interim Financial Services Director

  
\_\_\_\_\_  
  
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\_\_\_\_\_

- 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: SAN LUIS REY WASTEWATER TREATMENT PLANT MAJOR  
UPGRADES - 909125500722**

THIS AGREEMENT, dated \_\_\_\_\_, 2013 for identification purposes, is made and entered into by and between the CITY OF OCEANSIDE, a municipal corporation, hereinafter designated as "CITY", and Dudek, hereinafter designated as "CONSULTANT".

**RECITALS**

- A. CITY desires to obtain professional engineering services from an independent contractor for the above named project.
- B. CONSULTANT has submitted a proposal to provide engineering services for the CITY in accordance with the terms set forth in this Agreement.
- C. CITY desires to contract with CONSULTANT as an independent contractor and CONSULTANT desires to provide services to CITY as an independent contractor.
- D. CONSULTANT has demonstrated its competence and professional qualifications necessary for the satisfactory performance of the services designated herein by virtue of its experience, training, education and expertise.

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

- 1.0 **SCOPE OF WORK.** The CONSULTANT desires to design the San Luis Rey Wastewater Treatment Plant Major Upgrades project as more particularly described in the CONSULTANT'S proposal dated June 20, 2013, attached hereto and incorporated herein as Exhibit A.
- 1.1 **PROFESSIONAL SERVICES PROVIDED BY CONSULTANT.** The professional services to be performed by CONSULTANT shall consist of but not be limited to the following:
  - 1.1.1 Work closely with the City Engineer in performing work in accordance with this Agreement in order to receive clarification as to the result which the CITY expects to be accomplished by CONSULTANT. The City Engineer, under the authority of the City Manager, shall be the CITY'S authorized representative in the

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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, Water Utilities Director.

- 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.

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- 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.

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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 30% preliminary design plans to the City Engineer within 120 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 230 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 280 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 within 30 calendar days of the City engineer's written request.
- 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.

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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.

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**7.0 LIABILITY INSURANCE.**

7.1 CONSULTANT shall, throughout the duration of this Agreement, maintain comprehensive general liability and property damage insurance, or commercial general liability insurance, covering all operations of CONSULTANT, its agents and employees, performed in connection with this Agreement including, but not limited to, premises and automobile.

7.2 CONSULTANT shall maintain liability insurance in the following minimum limits:

Comprehensive General Liability Insurance  
(bodily injury and property damage)

Combined Single Limit Per Occurrence	\$ 1,000,000
General Aggregate	\$ 2,000,000*

Commercial General Liability Insurance  
(bodily injury and property damage)

General limit per occurrence	\$ 1,000,000
General limit project specific	\$ 2,000,000

<u>Automobile Liability Insurance</u>	\$ 1,000,000
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\*General aggregate per year, or part thereof, with respect to losses or other acts or omissions of CONSULTANT under this Agreement.

7.3 If coverage is provided through a Commercial General Liability Insurance policy, a minimum of 50% of each of the aggregate limits shall remain available at all times. If over 50% of any aggregate limit has been paid or reserved, the CITY may require additional coverage to be purchased by the CONSULTANT to restore the required limits. The CONSULTANT shall also notify the CITY'S Project Manager promptly of all losses or claims over \$25,000 resulting from work performed under this contract, or any loss or claim against the CONSULTANT resulting from any of the CONSULTANT'S work.

7.4 All insurance companies affording coverage to the CONSULTANT for the purposes of this Section shall add the City of Oceanside as "additional insured" under the designated insurance policy for all work performed under this

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- 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.

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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

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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 \$ 132,632.

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

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(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 30% preliminary design plans, partial payments shall not exceed \$ 63,386.
- 13.4.2 Prior to CITY approval of the plans and specifications, partial payments shall not exceed \$108,002.
- 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

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of the State of California. The Agreement does not limit any other rights or remedies available to CITY.

The CONSULTANT shall be responsible for complying with all local, state and federal laws whether or not said laws are expressly stated or referred to herein.

Should any provision herein be found or deemed to be invalid, the Agreement shall be construed as not containing such provision and all other provisions, which are otherwise lawful, shall remain in full force and effect, and to this end the provisions of this Agreement are severable.

18.0 **AGREEMENT MODIFICATION.** This Agreement may not be modified orally or in any manner other than by an Agreement in writing, signed by the parties hereto.

19.0 **DISPUTE RESOLUTION.**

- a. Any controversy or claim arising out of or relating to this Agreement, or concerning the breach or interpretation thereof, shall be first submitted to mediation, the cost of which shall be borne equally by the parties.
- b. No suit shall be brought on this contract unless all statutory claims filing requirements have been met.

20.0 **NOTICES.** All notices, demands, requests, consents or other communications which this Agreement contemplates or authorizes, or requires or permits either party to give to the other, shall be in writing and shall be personally delivered or mailed to the respective party as follows:

**TO CITY:**

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

**TO CONSULTANT:**

Michael Metts  
Dudek  
605 Third Street  
Encinitas, CA 92024

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

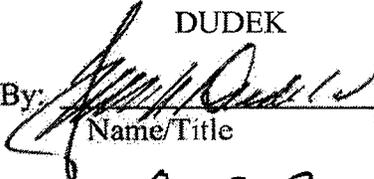
Communications shall be deemed to have been given and received on the first to occur.

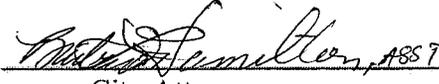
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- a. Actual receipt at the offices of the party to whom the communication is to be sent, as designated above, or
- b. Three (3) working days following the deposit in the United States mail of registered or certified mail, postage prepaid, return receipt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

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

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

DUDEK	CITY OF OCEANSIDE
By:  Name/Title	By: _____ Peter Weiss, City Manager
<b>Dudek Frank Dudek President</b>	
Date: <u>8-27-13</u>	Date: _____

Dudek	
By:  Name/Title	APPROVED AS TO FORM:
<b>Mike Metts Assistant Secretary</b>	 City Attorney
Date: <u>8/26/13</u>	
<u>95-3873865</u> Employer ID No.	

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

## ACKNOWLEDGMENT

State of California  
County of San Diego )

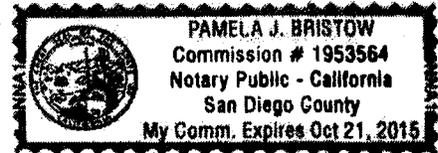
On August 26, 2013 before me, Pamela J. Bristow, Notary Public  
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature Pamela J. Bristow (Seal)



ACKNOWLEDGMENT

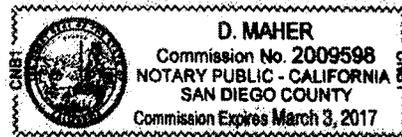
State of California
County of San Diego } ss.

On August 27, 2013 before me, D. Maher, Notary Public,
personally appeared Frank Dudek

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

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

WITNESS my hand and official seal.



Handwritten signature of D. Maher over a horizontal line, with the word 'Signature' printed below.

OPTIONAL INFORMATION

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

**DUDEK**

MAIN OFFICE  
605 THIRD STREET  
ENCINITAS, CALIFORNIA 92024  
T 760.942.5147 T 800.450.1818 F 760.632.0164

June 20, 2013

P213180

Jason Dafforn  
Water Utilities Division Manager  
City of Oceanside  
300 North Coast Highway  
Oceanside, California 92054

**Subject: Proposal for SLRWRF – Major Plant Improvements [909125500722]**

Dear Mr. Dafforn:

We are pleased to submit the enclosed Proposal to provide Engineering Services for Major Plant Improvement to the San Luis Rey Water Reclamation Facility (SLRWRF.) The SLRWRF Project is an opportunity for the City of Oceanside to improve the plant's infrastructure. We believe the success of the project lies in construction phasing strategy to maintain plant operations during construction.

We appreciate the difficulties of maintaining plant operations during intrusive construction projects. This project is challenging due to the configuration of the aeration influent channel and the type of repairs needed. Our team of engineers and process specialists will work with City staff to develop construction phasing strategies to accommodate plant operations during construction. Our team will hold a workshop with City staff early in the project, to develop strategies for operational changes, outage plans, and construction phasing. The result will be a sound Maintenance of Plant Operations (MOPO) plan, fully vetted by our process partner, Shane Trussell, PhD, PE of Trussell Technologies.

The critical concrete repairs of the influent aeration channel can take place within the boundaries of the MOPO specification and our concrete rehabilitation and coating system approach. In our experience concrete rehabilitation is susceptible to additional work due to the inherent "unforeseen circumstances" associated with scoping based on limited information and inaccessible locations. Dudek will structure the bid documents, that will provide the City a contractual mechanism to control costs and change order risks, to include well defined unit prices and separate cost allowances for concrete rehabilitation and coating work.

Ms. Jane Costello, Project Manager, is committed to this project; she is supported by Mr. Steve Deering, Chief Engineer and Mr. Tom Falk, Treatment Practice Leader. This team, with trusted discipline support staff and Trussell Technologies, will produce comprehensive design documents, a key factor in project success during construction.

We wish to thank you again for inviting Dudek to propose on this important project. Michael Metts, Principal Engineer and Assistant Board Secretary has the authority to bind the firm and designate Jane Costello as the Project Manager. If you have any questions please feel free to contact Jane Costello at 760.749.4108 (jcostello@dudek.com) or Steve Deering, at 760.749.4101 (sdeering@dudek.com).

Sincerely,  
**DUDEK**

  
Jane Costello  
Project Manager

  
D. Michael Metts, PE  
Principal Engineer, Assistant Board Secretary

## SCOPE OF WORK

### **TASK 1 – PROJECT MANAGEMENT AND QA/QC:**

Dudek anticipates attendance of the Project Manager and key project personnel at a kick-off meeting, MOPO meeting and two other meetings during the project. Dudek will prepare agendas and meeting minutes for each meeting. Meetings are anticipated to be held at the San Luis Rey WRF. Dudek will coordinate site visits with the meeting dates/times to maximize onsite productivity.

Dudek will review documents made available by the City of Oceanside. Relevant documents will include record/design plans in AutoCAD, technical specifications, seismic calculations from previous projects and previous plant studies.

### **TASK 2 – TECHNICAL MEMORANDUM:**

Dudek anticipates a full day site visit to determine the quantity and location of piping in the galleries. While on-site Dudek will take high-resolution photos, which will be used in the design phase of the project. Dudek will use the collected data to make a detailed inventory including quantity and location of the piping in the galleries for demolition. A second inventory will include items that require replacement such as air piping, plant water, electrical conduit and wire. A key map will be prepared for the pipe support removal and concrete repairs called out for Project No. 4.

The technical memorandum will consist of four parts: Seismic Retrofit, Plant 1 Upgrades, Plant 1 Pipe Gallery Upgrade Project 3 and 4. The MOPO plan described above will be a major component of the technical memorandum. We will develop and evaluate alternatives for equipment replacement in Plant 1: slide gates, walkway grating, air valves and piping and plant water piping. The key map and inventory of demolition and replacement pipe and supports will make up the fourth part of the memo. Cost estimates and associated construction time frames as well as a list of specifications and drawings will complete the Technical Memorandum.

### **TASK 3 – FINAL DESIGN**

There will be four design submittals: 30%, 75%, 90% and 100%. Appropriate specifications will be written for the project. A Specification List will be included at the 30% submittal. Draft technical specifications will first be submitted at the 75% point and draft-final (check set) specification at the 90% submittal. A CSI Division 1 specification defining the MOPO will be included.

We propose a plan set format that will expedite the separate bidding for the four types of work. As shown in **Table 2**, Drawing List at the end of this section, the G" or General Sheets can be a part of each of the four sets. For Project No. 1 the bid set will consist of three G drawings and two Structural Drawings; for Project No. 2, the same three General Sheets, with three demolitions, one structural and three mechanical sheets for the work associated with Project No. 2.

We propose that the 75% design submittal comment-review-meeting include constructability and risk avoidance discussion. Dudek has successfully controlled construction costs by strategically structuring the bid documents to include well defined unit prices and separate cost allowances for work susceptible to unforeseen circumstances (e.g., extent of concrete repair). We also recommend the bid documents include conservative and revocable quantities to allow flexibility in administering the rehabilitation and coating work elements without unit price adjustments or cost overruns.

## SCOPE OF WORK

Two additional submittals at 90% and 100% will advance the design to a biddable set. Dudek will perform a thorough Quality Control review on each of the four submittals with a goal of ensuring accuracy and consistency.

Our designated QA/QC reviewer for this project is Mr. Tom Falk. Mr. Falk is familiar with the unique aspects of this project. Key elements of his QA/QC reviews include the following:

- Technical adequacy and quality control of the work based on Client standards and procedures, as appropriate.
- Review of graphics, procedures, reports and calculations.
- Report and Plan Coordination to avoid conflicts.
- Documentation of the review notes and required responses, if any.

The anticipated drawing list for the proposed improvements is presented in **Table 2.**

**TABLE 2. DRAWING LIST**

	Drawing	Sheet Name	Description
All	G1	Title Sheet, Location and Vicinity Map and Drawing Index	
All	G2	General Notes, Abbreviations and Legends	
All	G3	Site Plan	
01	S1	Structural Notes and Typical Details	Seismic Retrofit GBT Bldg
01	S2	Structural Plan and Elevation - GBT Bldg	Seismic Retrofit GBT Bldg
02	D1	Demolition Plan I (Photo)	Aeration Influent and Effluent Gates
02	D2	Demolition Plan II and Details (Photo)	Screw Pump Station Above Grade
02	D3	Demolition Plan III (Photo)	Air Piping
02	S1	Structural Plan and Typical Details	Concrete Repair Locations and Details
02	M1	Mechanical Plan	New Gates and Air Piping
02	M2	Mechanical Section	New Gates and Air Piping
02	M3	Mechanical Details	Gate Installation Details, Bollards
02	M4	Mechanical Plant Operation during Construction Plan	
02	M5	Secondary Clarifier Upgrade	Demo and Replace Conduit and Wire
03	D1	Demo Site Plan for Galleries	or refer to G/C3
03	D2	Demolition Plan I - Pipe Gallery (Photo)	Miscellaneous abandoned piping
03	D3	Demolition Plan II - Pipe Gallery (Photo)	include damaged electrical conduit to RAS pump drives
03	D4	Demolition Details	include ramp
03	M1	Mechanical Plan and Section	Replace 30-inch Effluent Channel Pipe
03	M2	Mechanical Plan and Section	Replace conduit and wire for RAS Pump Drive
03	M3	Mechanical Details	Include floor drain fix and walkway grating
04	D1	Demolition Plan I	Embedded Pipe Supports
04	M1	Concrete Repair Details	Embedded Pipe Supports





NO SCALE



SAN LUIS REY WATER RECLAMATION FACILITY  
 MAJOR PLANT IMPROVEMENTS - [909125500722]  
 Requests for Proposals Mailing List

COMPANY	ADDRESS	CITY	STATE	ZIP	FIRST	LAST
Berryman & Henigar	11590 W. Bernardo Court, Suite 100	San Diego	CA	92127	George	Kutchins
Marrs Services, Inc.	13360 E. Firestone Blvd., Suite A2	Santa Fe Springs	CA	90670	Rubina	Chaudhary
Water Synergy, Inc.	P.O. Box 865	Escondido	CA	92033	Don	Bunts
RBF Consulting	9755 Clairemont Mesa Blvd., Suite 100	San Diego	CA	92124	John	Harris
DBE-Psomas	5650 El Camino Real, Suite 155	Carlsbad	CA	92008	Daniel	Smith
Dudek & Associates, Inc.	605 Third Street	Encinitas	CA	92024	Steve	Deering
Tetra Tech	10815 Rancho Bernardo Road, Suite 200	San Diego	CA	92127	Howard	Arnold
Infrastructure Engineering Corporation	301 Mission Avenue, Suite 202	Oceanside	CA	92054	Preston	Lewis
Cornerstone Engineering, Inc.	717 Pier View way	Oceanside	CA	92054-2801	Mike	Boraks
Carollo Engineers	615 South Tremont Street	Oceanside	CA	92054	Jeff	Thornbury
NV5	1029 Gallery Drive	Oceanside	CA	92057	Julian	Palacios

**CONSULTANT PROPOSAL - RATING FORM**

NAME OF FIRM: A) Carollo; B) Tetra Tech; C) Dudek DATE: 8/1/2013  
 PROJECT: San Luis Rey WWTP - Major Plant Improvements PROJECT NO.: 909125500722

ITEM	POINTS	CONSULTANT'S RATING			
		A	B	C	D
<b>I. QUALIFICATIONS OF FIRM AND MEMBERS</b>					
A. Specialized expertise of members	15	14	14	15	
B. Adequacy of staff and resources.	15	14	14	14	
<b>II. PERFORMANCE OF WORK SIMILAR IN CHARACTER:</b>					
A. Comparable work (local area preferred).	10	8	9	10	
B. Proposal submitted by Oceanside firm.	6	6	0	0	
C. Proposal included an Oceanside firm as part of a consulting team.	4	0	0	0	
D. Additional points based on abilities, qualifications, and commitment of Oceanside firm.	5	4	0	0	
<b>III. ABILITY TO PROVIDE SERVICES:</b>					
A. Ability to complete job on time.	10	8	9	10	
<b>IV. QUALITY OF PROPOSAL:</b>					
A. Satisfactorily address all objectives.	10	10	8	10	
B. Provide additional amplifying information.	5	5	2	4	
C. Presentation, clarity, neatness.	5	5	4	5	
<b>V. WORK PERFORMANCE FOR THE CITY:</b>					
A. No work in past 12 months.	10	0	10	0	
B. Work in past 12 months - deductions based on Contract amount.		2	0	7	
<b>VI. PRICE:</b>					
A. Overall cost.	10	7	6	10	
<b>TOTALS:</b>	<b>105</b>	<b>83</b>	<b>76</b>	<b>85</b>	<b>0</b>

**RANKING:** \_\_\_\_\_ **RATED BY:** \_\_\_\_\_  
 1 Dudek Name/Title: Jason Daifrom, Division Manager  
 2 Tetra Tech Name/Title: \_\_\_\_\_  
 3 Carollo Name/Title: \_\_\_\_\_  
 4 \_\_\_\_\_ Name/Title: \_\_\_\_\_  
 5 \_\_\_\_\_ Date: \_\_\_\_\_  
 6 \_\_\_\_\_

