ITEM NO. 7

*STAFF REPORT* *CITY OF OCEANSIDE*

DATE: October 16, 2013

TO: Honorable Mayor and City Councilmembers

FROM: Water Utilities Department

SUBJECT: **PROFESSIONAL SERVICES AGREEMENT WITH HB&A ARCHITECTS, INC. FOR DESIGN OF THE MISSION BASIN GROUNDWATER PURIFICATION FACILITY OPERATIONS BUILDING**

## SYNOPSIS

Staff recommends that the City Council approve a professional services agreement with HB&A Architects, Inc., of Escondido in the amount of $212,275 for design services for the Mission Basin Groundwater Purification Facility (MBGPF) Operations Building Project, and authorize the City Manager to execute the agreement (Exhibit A).

## BACKGROUND

The Mission Basin Groundwater Purification Facility (MBGPF) is located at 215 Fireside Drive; it has a treated water production capacity of 6.3 million gallons per day. The facility was first constructed in 1992 and subsequently expanded in 2000, 2003, 2008, 2011, and most recently in 2013. The original operations building was considered a temporary structure and consisted of modular trailers. This temporary structure is still in use today and needs to be replaced with a permanent structure. The existing temporary structure is located where the future ocean desalination treatment process will be located and the new operations building will be appropriately located to accommodate this future improvement.

Carollo Engineers recently completed the "Mission Basin Groundwater Purification Facility – Facility Needs Assessment" dated December 2012. This assessment identified and prioritized improvement projects for the facility. Design and construction of the new operations building is listed as a priority in this report. Additionally, replacement of the temporary building is necessary in order to meet milestone dates for the expansion project. Design of the new Operations Building will meet the following objectives:

- Provide complete design of a New Operations Building
- Provide demolition plans for the Old Operations Building
- Provide an analysis of any other ancillary facilities to be upsized, relocated, etc. in order to construct the New Operations Building
- Provide a complete phasing plan for construction of the New Operations Building and demolish the existing building without an interruption of service

- Design the New Operations Building to accommodate the ocean desalination expansion and allow operations to meet all regulatory requirements.

## 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 B).

On June 27, 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 work on similar projects, ability to provide services, quality of proposal, previous work performance for the City and cost. Staff has determined that HB&A Architects, Inc.'s proposal includes the required items as outlined in the RFP (Exhibit C).

## FISCAL IMPACT

The Fiscal Year 2013-14 adopted budget for the Mission Basin Groundwater Purification Facility (MBGPF) Operations Building Project (908125600712) has an available balance of $935,300. The professional services agreement is in the amount of $212,275; 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 received a project update at its scheduled meeting on September 10, 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 HB&A Architects, Inc., of Escondido in the amount of $212,275 for design services for the Mission Basin Groundwater Purification Facility (MBGPF) Operations Building 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

| | |
|---|---|
| Exhibit A | Professional Services Agreement |
| Exhibit B | MBGPF Master Site Plan |
| Exhibit C | Consultant Mailing List |
| Exhibit D | Consultant Rating Form |

# CITY OF OCEANSIDE

## PROFESSIONAL SERVICES AGREEMENT

**PROJECT: MISSION BASIN GROUNDWATER PURIFICATION FACILITY OPERATIONS BUILDING - 908125600712**

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 HB&A ARCHITECTS, INC., 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 Mission Basin Groundwater Purification Facility Operations Building and is more particularly described in the CONSULTANT'S proposal dated August 5, 2013, attached hereto and incorporated herein as Exhibit A.

1.1 **PROFESSIONAL SERVICES PROVIDED BY CONSULTANT.** The professional services to be performed by CONSULTANT shall consist of but not be limited to the following:

1.1.1 Work closely with the City Engineer in performing work in accordance with this Agreement in order to receive clarification as to the result which the CITY expects to be accomplished by CONSULTANT. The City Engineer, under the authority of the City Manager, shall be the CITY'S authorized representative in the

interpretation and enforcement of all work performed in connection with this 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 Division 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 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 30% preliminary design plans to the City Engineer within 60 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 150 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 180 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.

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:

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 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 $ 212,275.

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 30% preliminary design plans, partial payments shall not exceed $28,275.

13.4.2 Prior to CITY approval of the plans and specifications, partial payments shall not exceed $168,529.

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<br>Water Utilities Director<br>300 North Coast Highway<br>Oceanside, CA 92054 | Mark Baker<br>HB&A Architects, Inc.<br>240 N. Market Place<br>Escondido, CA 92029 |

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:

HB&A ARCHITECTS, INC.

By: _____

Name/Title Mark Baker, Pres.

Date: 9-20-13

~~By:~~ _____

Name/Title

~~Date:~~ _____

33-0947651

Employer ID No.

CITY OF OCEANSIDE

By: _____

Peter Weiss, City Manager

Date: _____

APPROVED AS TO FORM:

Barbara Hamilton, ASST.

City Attorney

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

SEE ATTACHED ACKNOWLEDGMENT

# CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of San Diego

On September 20, 2013 before me, "Jonathan Jeremy Eads, Notary Public",
(Here insert name and title of the officer)

personally appeared Mark Lewis Baker,

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 of Notary Public

(Notary Seal)

OFFICIAL SEAL
JONATHAN JEREMY EADS
NOTARY PUBLIC-CALIFORNIA
COMM. NO. 1939517
SAN DIEGO COUNTY
MY COMM. EXP. JUNE 3, 2015

## ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date _____

(Additional information)

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)
- ☐ Corporate Officer

(Title)

- ☐ Partner(s)
- ☐ Attorney-in-Fact
- ☐ Trustee(s)
- ☐ Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

*Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.*

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he~~/she/~~they,~~ is /~~are~~ ) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - Indicate title or type of attached document, number of pages and date.
  - Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document

Exhibit A

HB&A
Architects, Inc.

August 5, 2013

Mr. Jason Daforn
Water Utilities Division Manager
City of Oceanside

**RE: OCEANSIDE (MBGPF) – SCOPE OF WORK**

Dear Jason,

The following is the scope of work as it relates to the attached fee matrix.

**Task 1: Preliminary Design Report**

1) Kick off meeting with user's design team
2) Survey of existing facility data
3) Development of Report to include:

    a) master site plan analysis
    b) demolition plan for the existing administration building
    c) new administration building requirements and layouts
    d) phasing plan
    e) cost estimates
    f) recommendations & conclusions.

4) HB&A would take the feedback from the city and formulate the information into a final "Preliminary Design Report"

**Task 2: Develop Construction Documents**

1) Develop documents for construction
2) Work with city to provide progress submittals for review and refinement
3) Refine cost estimates for construction
4) Update project schedules
5) Incorporate agency review comments into construction documents
6) Assist the city in procuring all permits as may be required

**Task 3: Presentation to Planning Commission**

1) Prepare documents and visual exhibits for planning commission presentation
2) Present project to planning commission
3) Incorporate commission feedback into project parameters

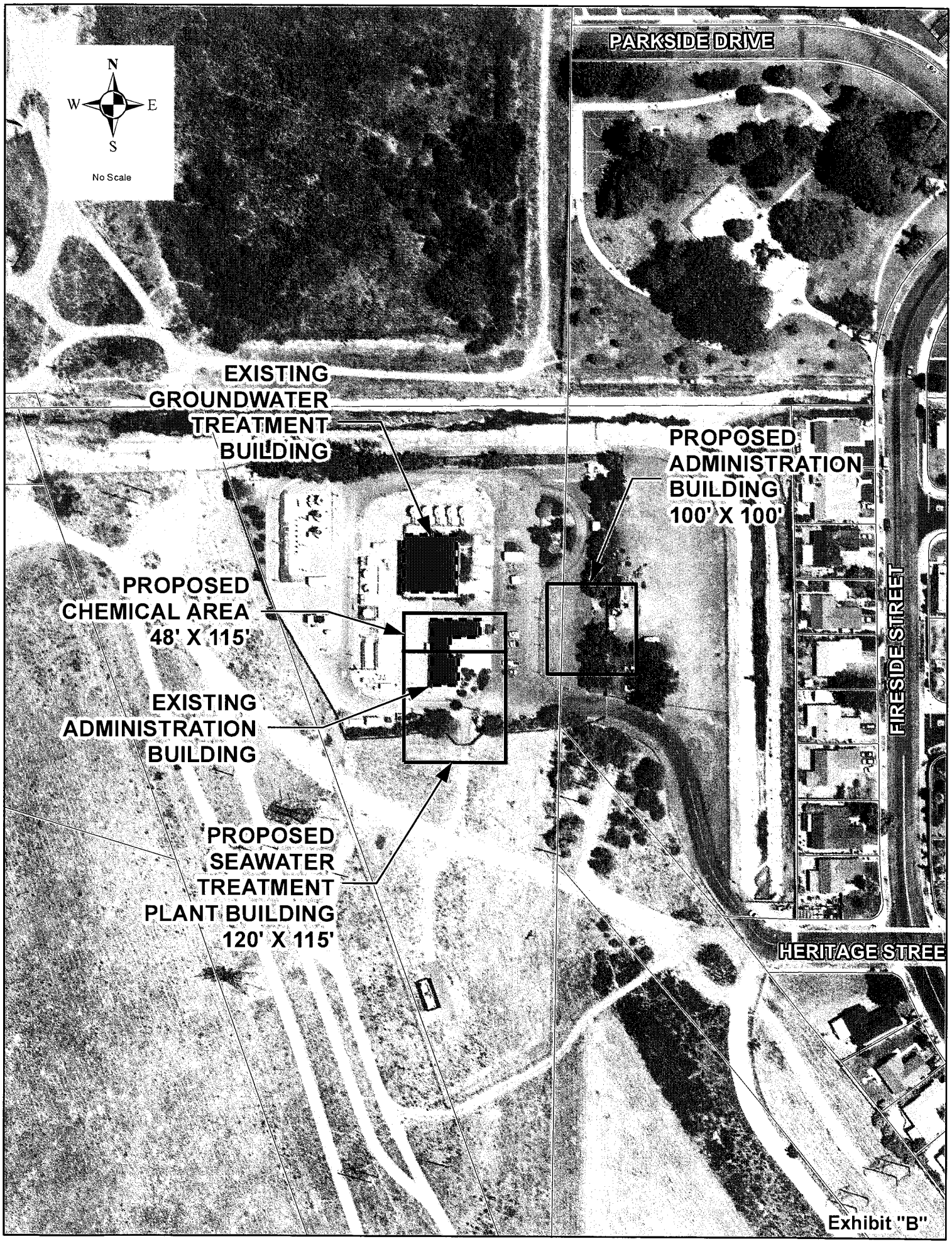
**Task 4: CEQA Environmental Documentation (Optional)**

1) Compile data for CEQA report
2) Prepare CEQA report
3) Respond to comments from agencies on CEQA report

End of Scope of Work

240 N MARKETPLACE, ESCONDIDO, CA 92029 760 738 8608 FAX 760 738 8519
8606 N CENTRAL AVENUE PHOENIX, AZ 85020 602 749 0750 FAX 602 943 5573

EXHIBIT B


N
W
E
S
No Scale
PARKSIDE DRIVE
EXISTING GROUNDWATER TREATMENT BUILDING
PROPOSED ADMINISTRATION BUILDING 100' X 100'
PROPOSED CHEMICAL AREA 48' X 115'
EXISTING ADMINISTRATION BUILDING
PROPOSED SEAWATER TREATMENT PLANT BUILDING 120' X 115'
FIRESIDE STREET
HERITAGE STREE
Exhibit "B"

MISSION BASIN GROUNDWATER PURIFICATION FACILITY (MBGPF)
ADMINISTRATION BUILDING DESIGN AND DEMOLITION - [908125600712]
Requests for Proposals Mailing List

| COMPANY | ADDRESS | CITY | STATE | ZIP | FIRST NAME | LAST NAME |
|---|---|---|---|---|---|---|
| HDR Engineering, Inc. | 26250 Enterprise Court, Suite 150 | Lake Forest | CA | 92630 | Robyn | Vallejos |
| Pountney Consulting Group, Inc. | 4455 Murphy Canyon Road, Suite 200 | San Diego | CA | 92123 | Peter | Pountney |
| O'Day Consultants | 2710 Loker Ave. W, Suite 100 | Carlsbad | CA | 92010 | Patrick | O'Day |
| Richard Brady & Associates | 3710 Ruffin Road | San Diego | CA | 92123 | Richard | Brady |
| 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 |
| Infratructure 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 |

EXHIBIT C

## CONSULTANT PROPOSAL - RATING FORM

NAME OF FIRM: A) IEC; B) Brady; C) HB&A

DATE: 7/24/2013

PROJECT: Mission Basin Groundwater Purification Facility Operations Building-Design

PROJECT NO.: 908125600712

| ITEM | POINTS | CONSULTANT'S RATING A | B | C | D |
|---|---|---|---|---|---|
| I. QUALIFICATIONS OF FIRM AND MEMBERS: | | | | | |
| A. Specialized expertise of members | 15 | 14 | 14 | 15 | |
| B. Adequacy of staff and resources. | 15 | 14 | 14 | 15 | |
| II. PERFORMANCE OF WORK SIMILAR IN CHARACTER: | | | | | |
| A. Comparable work (local area preferred). | 10 | 6 | 7 | 10 | |
| B. Proposal submitted by Oceanside firm. | 6 | 6 | 0 | 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 | 5 | 3 | 0 | |
| III. ABILITY TO PROVIDE SERVICES: | | | | | |
| A. Ability to complete job on time. | 10 | 7 | 6 | 10 | |
| IV. QUALITY OF PROPOSAL: | | | | | |
| A. Satisfactorily address all objectives. | 10 | 9 | 9 | 10 | |
| B. Provide additional amplifying information. | 5 | 3 | 5 | 5 | |
| C. Presentation, clarity, neatness. | 5 | 5 | 4 | 5 | |
| V. WORK PERFORMANCE FOR THE CITY: | | | | | |
| A. No work in past 12 months. | 10 | 0 | 0 | 10 | |
| B. Work in past 12 months - deductions based on Contract amount. | | 2 | 8 | 0 | |
| VI. PRICE: | | | | | |
| A. Overall cost. | 10 | 9 | 8 | 10 | |
| TOTALS: | 105 | 84 | 80 | 90 | 0 |

RANKING:

1 HB&A

2 Brady

3 IEC

4

5

6

RATED BY:

Name/Title: Jason Daffom, Division Manager

Name/Title:

Name/Title:

Name/Title:

Date:

EXHIBIT D

H:\MBGPF Design Rating Form JRD.xls