

STAFF REPORT



ITEM NO. 11 CITY OF OCEANSIDE

DATE: December 18, 2013

TO: Honorable Mayor and City Councilmembers

FROM: Water Utilities Department

SUBJECT: **PROFESSIONAL SERVICES AGREEMENT WITH TETRA TECH, INC.
FOR THE DESIGN OF THE OCEAN HILLS AREA RECYCLED WATER
PIPELINE PROJECT**

SYNOPSIS

Staff and the Utilities Commission recommend that the City Council approve a professional services agreement with Tetra Tech, Inc., of Oceanside in the amount of \$139,600 for design services for the Ocean Hills Area Recycled Water Pipeline Project, and authorize the City Manager to execute the agreement.

BACKGROUND

The City of Oceanside is part of a regional group of eight partners called the North San Diego County Regional Recycled Water Project (NSDRRWP). The mission of this partnership is to regionalize recycled water systems by identifying new agency interconnections, seasonal storage opportunities and to expand the use of recycled water to meet future water needs for the region. This regional planning has also allowed the partnership to target larger grant opportunities and to efficiently plan projects and prepare regional documents such as the Regional Recycled Water Facilities Plan and accompanying Program Environmental Impact Reports (PEIR).

In order to implement one of the projects identified in the NSDRRWP Facilities Plan, the City of Oceanside currently participates in a tri-agency consortium with the Vista Irrigation District and the City of Carlsbad. The project would provide economies of scale for infrastructure improvements to serve the Ocean Hills area in Oceanside and the Shadowridge Golf Course in Vista. Carlsbad's role in the partnership would be to supply recycled water.

In order to convey the recycled water to these identified customers; the City requested new recycled pipelines be designed to reach these existing meters. These pipelines are located in the southern area of the City, to the south of Highway 78, within the Ocean Hills area as identified on the project location map (Exhibit A).

ANALYSIS

On August 28, 2013, a Request for Proposals (RFP) for the preparation of a Pre-design Report (PDR), plans, and technical specifications for construction contract documents was sent to ten qualified professional engineering design firms that were listed on the Water & Wastewater Consultant List (Exhibit B).

On September 19, 2013, the Water Utilities Department received proposals from four 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 Tetra Tech's proposal includes the required items as outlined in the RFP (Exhibit C).

FISCAL IMPACT

The Fiscal Year 2013-14 budget for the Ocean Hills Recycled Water Project (908130100710.5326.10400) has an available balance of \$250,000. The professional services agreement is in the amount of \$139,600; 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 unanimously approved staff's recommendation at its regularly scheduled meeting on November 19, 2013.

CITY ATTORNEY'S ANALYSIS

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

RECOMMENDATIONS

Staff and the Utilities Commission recommend that the City Council approve a professional services agreement with Tetra Tech, Inc., of Oceanside in the amount of \$139,600 for design services for the Ocean Hills Area Recycled Water Pipeline Project, and authorize the City Manager to execute the agreement.

PREPARED BY:



Jason Dafforn
Water Utilities Division Manager

SUBMITTED BY:



Steven R. Jepsen
City Manager

REVIEWED BY:

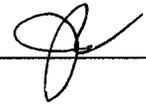
Michelle Skaggs Lawrence, Deputy City Manager



Cari Dale, Water Utilities Director



James R. Riley, Financial Services Director



- Exhibit A Project Location Map
- Exhibit B Consultant Mailing List
- Exhibit C Consultant Rating Form
- Exhibit D Professional Services Agreement

RFP Mailing List

Company	Address	Contact	Phone
AKM Consulting Engineers	553 Wald, Irving, CA 92618	Zeki Kayiran	
AMEC Earth & Environmental, Inc.	9210 Sky Park Ct., Ste 200, San Diego, CA 92123-4478	Bruce Goff	858-458-9044
Associated Underwater Services, Inc.	3901 E. Ferry, Spokane, CA 99202	Roger Rouleau	509-533-6500
Boyle Engineering Corp.	7807 Convoy Court, Suite 200, San Diego, CA 92111	Michaael Boraks	
Cornerstone Engineering, Inc.	717 Pier View Way, Oceanside, CA 92054-2801	Mike Boraks	760-722-3495
Infrastructure Engineering Corporation	301 Mission Avenue, Suite 202, Oceanside, CA 92054	Preston Lewis	760-529-0795
Cornerstone Engineering, Inc.	717 Pier View way, Oceanside, CA 92054-2801	Mike Boraks	760-722-3495
Carollo Engineers	615 South Tremont Street, Oceanside, CA 92054	Jeff Thronbury	760-637-2700
Tetra Tech ASL, Inc.	2141 El Camino Real, Suite J, Oceanside, CA 92054	Howard Arnold	760-754-0550
NV5	1029 Gallery Drive, Oceanside, CA 92057	Julian Palacios	760-476-9193
RMC Water and Environment	603 Seagaze Drive, #125, Oceanside, CA 92054	Scott Goldman, P.E., BCEE	949-420-5314

CONSULTANT PROPOSAL - RATING FORM

NAME OF FIRM: A) NV5; B) AKM; C) IEC; D) Tetra Tech
 PROJECT: Ocean Hills Area Recycled Water Pipeline Project
 DATE: 10/2/2013
 PROJECT NO.: 908130100715

ITEM	POINTS	CONSULTANT'S RATING			
		A	B	C	D
I. QUALIFICATIONS OF FIRM AND MEMBERS:					
A. Specialized expertise of members	15	13	13	11	13
B. Adequacy of staff and resources.	15	14	8	12	15
II. PERFORMANCE OF WORK SIMILAR IN CHARACTER:					
A. Comparable work (local area preferred).	10	9	8	8	10
B. Proposal submitted by Oceanside firm.	6	3	0	6	3
C. Proposal included an Oceanside firm as part of a consulting team.	4	0	4	4	0
D. Additional points based on abilities, qualifications, and commitment of Oceanside firm.	5	1	0	5	1
III. ABILITY TO PROVIDE SERVICES:					
A. Ability to complete job on time.	10	10	6	8	10
IV. QUALITY OF PROPOSAL:					
A. Satisfactorily address all objectives.	10	10	8	8	10
B. Provide additional amplifying information.	5	5	2	3	5
C. Presentation, clarity, neatness.	5	5	5	5	4
V. WORK PERFORMANCE FOR THE CITY:					
A. No work in past 12 months.	10	0	10	0	10
B. Work in past 12 months - deductions based on Contract amount.		6	0	2	0
VI. PRICE:					
A. Overall cost.	10	10	7	7	9
TOTALS:	105	86	71	79	90

RANKING:

1 Tetra Tech

2 NV5

3 IEC

4 AKM

5

6

RATED BY: Jason Dafforn, Water Utilities Division
 Name/Title: Manager

Greg Keppler, Water/Wastewater
 Name/Title: Project Manager

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

Robert Gutierrez, Water Distribution
 Name/Title: Supervisor

Date: 10/7/2013

CITY OF OCEANSIDE

PROFESSIONAL SERVICES AGREEMENT

PROJECT: OCEAN HILLS AREA RECYCLED WATER PIPELINE PROJECT - 908130100715

THIS AGREEMENT, dated Nov. 27, 2013 for identification purposes, is made and entered into by and between the CITY OF OCEANSIDE, a municipal corporation, hereinafter designated as "CITY", and TETRA TECH, 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 Ocean Hills Area Recycled Water Pipeline project as more particularly described in the CONSULTANT'S proposal dated September 19, 2013, attached hereto and incorporated herein as Exhibit A.
- 1.1 **PROFESSIONAL SERVICES PROVIDED BY CONSULTANT.** The professional services to be performed by CONSULTANT shall consist of but not be limited to the following:
 - 1.1.1 Work closely with the City Engineer in performing work in accordance with this Agreement in order to receive clarification as to the result which the CITY expects to be accomplished by CONSULTANT. The City Engineer, under the authority of the City Manager, shall be the CITY'S authorized representative in the interpretation and enforcement of all work performed in connection with this

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Agreement. The City Engineer may delegate authority in connection with this Agreement to the City Engineer's designees. For the purposes of directing the CONSULTANT'S performance in accordance with this Agreement, the City Engineer delegates authority to Jason Dafforn, 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 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 City Engineer, concurrently with the design plans, the following:
 - a. A written Estimate of Probable Construction Costs (including Bid Schedule with bid descriptions).
 - b. A written list of submittals, which the construction contractor will be required to provide during the construction phase of the project.
- 1.1.6 Upon completion of construction, prepare, approve and sign a set of As-Built record drawings.
- 1.1.7 Provide office and field assistance to the City during the bidding and construction periods upon request by City Engineer to include the services listed below:
 - a. Provide consultation and advice to the City during construction of the project.
 - b. Review and comment on detailed construction drawings, shop and erection drawings submitted by the contractor, subcontractors and suppliers for compliance with the construction contract documents.
 - c. Review and comment on laboratory, shop and mill test reports on materials and equipment.

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- d. Review and make recommendations on all construction contract change orders and requests for clarification from the contractor.
 - e. Prepare engineering cost estimates.
 - f. Prepare design changes and clarifications to the plans and specifications.
 - g. Prepare needed reports and notices.
 - h. Provide periodic visits to the site to monitor construction.
 - i. Attend meetings with the City Engineer or his designees.
- 1.2 **SERVICES PROVIDED BY CITY.** The CITY shall perform the following services:
- 1.2.1 Provide access to all public improvement plans and records and furnish one copy of drawings and reports requested.
 - 1.2.2 Obtain all necessary permits from other regulatory agencies and other Departments. CONSULTANT shall participate in the completion of such forms but CITY will submit these and pay for any applicable fees.
 - 1.2.3 Provide sample of title block for the plans and standard form Public Works Construction Contract Documents to be used with the General Provisions (Specifications).
 - 1.2.4 Upon request, verify the location of existing CITY owned utilities.
 - 1.2.5 Provide all legal advertising mailings and postings required.
 - 1.2.6 Duplicate all final plans and specifications.
 - 1.2.7 Provide all necessary surveying and testing required for design, including geotechnical engineering services if required during construction.
 - 1.2.8 Provide overall project management.
 - 1.2.9 Provide coordination of all inquiries from prospective bidders during the bidding period.

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2.0 TIMING REQUIREMENTS

- 2.1 Time is of the essence in the performance of work under this Agreement and the following timing requirements shall be strictly adhered to unless otherwise modified in writing as set forth in Section 2.9. 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 Task I. CONSULTANT shall prepare and deliver copies of the Draft and Final Preliminary Design Report (PDR) and Base Drawings (field survey and base mapping) to the City Engineer within 50 calendar days of the execution of this Agreement. Traffic control plans will be required to be submitted to the engineering department for encroachment permits. CONSULTANT should allow two weeks for issuance of encroachment permits prior to commencing survey work. No work shall be performed by CONSULTANT beyond the Task I stage until the City engineer has given written approval of the Final PDR and Base Drawings and authorization to perform Phase II.
- 2.3 Task II. CONSULTANT shall prepare and deliver a copy of the Geotechnical Report, 50% Design Plans, and Technical Specifications Table of Contents to the City Engineer within 75 calendar days of the execution of this Agreement. Traffic control plans will be required to be submitted to the engineering department for encroachment permits. CONSULTANT should allow two weeks for issuance of encroachment permits prior to commencing geotechnical investigation work. No work shall be performed by CONSULTANT beyond the Task II stage until the City Engineer has given authorization to perform Task III.
- 2.4 Task III. CONSULTANT shall prepare and deliver the 90% Design Plans, Technical Specifications and Permitting Assistance to the City Engineer within 125 calendar days of the execution of this Agreement. No work shall be performed by CONSULTANT beyond the Task III stage until the City Engineer has given authorization to perform Task IV.
- 2.5 Task IV. CONSULTANT shall prepare and deliver the 100% Design Plans, Technical Specifications and Construction Cost Estimate to the City Engineer within 160 calendar days of the execution of this Agreement. No work shall be performed by CONSULTANT beyond the Task IV stage until the City Engineer has given authorization to perform Task V.
- 2.6 Task V. CONSULTANT shall prepare and deliver the Final Design Plans (Mylars), Final Technical Specifications, Final Construction Cost Estimate, and

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Bid Schedule with bid descriptions to the City Engineer within 195 calendar days of the execution of this Agreement. No work shall be performed by CONSULTANT beyond the Task V stage until the City Engineer has given authorization to perform Task VI.

- 2.7 Task VI. CONSULTANT shall prepare and deliver the final As-Built plans for record drawings to the City Engineer within 10 calendar days of the City engineer's written request.
- 2.8 Task VII. At the City Engineer's option, CONSULTANT shall provide subsurface utility locating (potholing) and prepare and deliver a potholing report to the City Engineer within 14 calendar days of traffic control permits being issued. Traffic control plans will be required to be submitted to the engineering department for encroachment permits. CONSULTANT should allow two weeks for issuance of encroachment permits prior to commencing potholing work.
- 2.9 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.
- 2.10 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

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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*

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Commercial General Liability Insurance

(bodily injury and property damage)

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

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

- 7.3 If coverage is provided through a Commercial General Liability Insurance policy, a minimum of 50% of each of the aggregate limits shall remain available at all times. If over 50% of any aggregate limit has been paid or reserved, the CITY may require additional coverage to be purchased by the CONSULTANT to restore the required limits. The CONSULTANT shall also notify the CITY'S Project Manager promptly of all losses or claims over \$25,000 resulting from work performed under this contract, or any loss or claim against the CONSULTANT resulting from any of the CONSULTANT'S work.
- 7.4 All insurance companies affording coverage to the CONSULTANT for the purposes of this Section shall add the City of Oceanside as "additional insured" under the designated insurance policy for all work performed under this Agreement. Insurance coverage provided to the CITY as an additional insured shall be primary insurance and other insurance maintained by the CITY, its officers, agents and employees shall be excess only and not contributing with insurance provided pursuant to this Section.
- 7.5 All insurance companies affording coverage to the CONSULTANT pursuant to this Agreement shall be insurance organizations authorized by the Insurance Commissioner of the State of California to transact business of insurance in the state or be rated as A-X or higher by A.M. Best.
- 7.6 CONSULTANT shall provide thirty (30) days written notice to the CITY should any insurance policy required by this Agreement be cancelled before the expiration date. For the purposes of this notice requirement, any material change in the policy prior to the expiration shall be considered a cancellation.

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- 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 (including without limitation, California Civil Code Section 2782.8), 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.

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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 \$139,600.

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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 Draft and Final Preliminary Design Report (PDR) and Base Drawings including Meetings, Project Management, and Quality Control Reviews (field survey and base mapping), cumulative payments shall not exceed: \$36,200.
- 13.4.2 Prior to submittal of the 50% Design Plans, Geotechnical Report, and Technical Specifications Table of Contents including Meetings, Project Management, and Quality Control Reviews, cumulative payments shall not exceed: \$ 79,400.
- 13.4.3 Prior to submittal of the 90% Design Plans, Technical Specifications and Permitting Assistance including Meetings, Project Management, and Quality Control Reviews, cumulative payments shall not exceed: \$ 99,800.
- 13.4.4 Prior to submittal of the 100% Design Plans, Technical Specifications and Construction Cost Estimate including Meetings, Project Management, and Quality Control Reviews, cumulative payments shall not exceed: \$ 115,900.

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13.4.5 Prior to submittal of the Final Design Plans (Mylars), Technical Specifications and Construction Cost Estimate including Meetings, Project Management, and Quality Control Reviews, cumulative payments shall not exceed: \$ 124,100.

13.4.6 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. Final payment shall not exceed: \$ 128,000.

13.4.7 At the City Engineer's option, CONSULTANT shall provide and prepare and deliver a potholing report. Total payments shall not exceed \$ 11,600.

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.

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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:

Tetra Tech, Inc.
Howard Arnold
P.O. Box 5088
Oceanside, CA 92052

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

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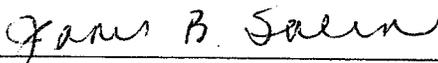
- b. Three (3) working days following the deposit in the United States mail of registered or certified mail, postage prepaid, return receipt requested, addressed to the offices of the party to whom the communication is to be sent, as designated above.

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:

TETRA TECH, INC
By: 
Name/Title William R. Brownlie
Senior Vice President

Date: 11/27/13

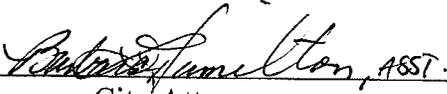
By: 
Name/Title Janis B. Salin
Secretary

Date: 11/27/13

95-4148514
Employer ID No.

CITY OF OCEANSIDE
By: _____
Steven R. Jepsen, City Manager

Date: _____

APPROVED AS TO FORM:
 ASST.
City Attorney

NOTARY ACKNOWLEDGMENTS OF CONSULTANT MUST BE ATTACHED.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Los Angeles }

On 11/27/2013 before me, Kimi Suzuki, Notary Public
Date Here Insert Name and Title of the Officer

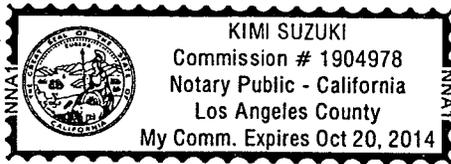
personally appeared William R. Brownlie, Janis B. Salin
Name(s) of Signer(s)

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

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: Kimi Suzuki
Signature of Notary Public



Place Notary Seal and/or Stamp Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____ Signer's Name: _____

Corporate Officer — Title(s): _____ Corporate Officer — Title(s): _____

Individual Individual

Partner — Limited General Partner — Limited General

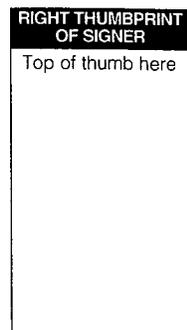
Attorney in Fact Attorney in Fact

Trustee Trustee

Guardian or Conservator Guardian or Conservator

Other: _____ Other: _____

Signer Is Representing: _____ Signer Is Representing: _____





SCOPE OF WORK

The City has developed a well-defined scope of work for the Ocean Hills Area Recycled Water Pipeline Project. We acknowledge and concur with the "Scope of Work" of the RFP dated August 28, 2013. The following is a brief account of our approach for each task outlined in the RFP.

TASK 1 – PRELIMINARY DESIGN REPORT

Task 1.1 – Data Gathering and Review

- a. Research, review and verify City existing documents including any available City construction plans, and street improvement plans, existing sewer, storm drain and utility plans and maps in possession of other agencies, County and HOA, and other pertinent information prepared by others related to this project.
- b. Collect and review existing property boundary legal descriptions, existing and necessary future easements or licenses or other pertinent information prepared by the City.

Task 1.2 – Alignment Study

Tetra Tech will review alignment alternatives recommending the preferred alignment. Alignment selection criteria will include cost, constructability, conflicts, and impacts on the community. Tetra Tech will prepare a memorandum and exhibit summarizing the findings and the recommended alignment. Tetra Tech will prepare a strip plot for each pipeline alignment. Strip maps will show existing utilities, street improvements, proposed pipeline alignment, appurtenances, and lateral/meter locations. We have found strip plots to be very effective in the alignment selection process.

Tetra Tech will meet with the City to review the strip maps and discuss the open utility corridors and alignment alternatives. Tetra Tech will perform a field walk to confirm the selected alignment.

Task 1.3 – Utility Research

- a. Tetra Tech will conduct a thorough utility search on the proposed pipeline alignment consisting of: contacting Underground Services

Alert (USA) for a computer printout of all utilities registered within the project limits; send preliminary notice to each utility requesting utilities information; send second utility notice including preliminary plans requesting the utility verify locations of their facilities; and send third utility notice including final plans to each utility for their information and coordination during construction.

- b. Tetra Tech will maintain a complete record of all utility contacts and responses and copy all correspondence to the City.
- c. Tetra Tech will conduct a thorough search of all available street improvement plans, as-built drawings, record drawings and/or schematics from City and local agencies.

Task 1.4 – Field Survey

- a. Tetra Tech will retain Coast Surveying, Inc. to conduct the design survey and mapping. Coast Surveying will provide field survey to establish horizontal and vertical control. We are proposing to use aerial topographic mapping from 2009 and augment it with field survey to fill in the rest of the project alignment. The horizontal and vertical control will be tied to centerline monuments to orient the mapping to recorded data. We have included an additional two days to provide field survey to complete the mapping in obscured areas and to dip sewer/storm drain manholes and catch basins.
- b. Any survey monuments or ties that may be affected by the proposed construction will be identified.

Task 1.5 – Report Preparation

Tetra Tech will prepare a preliminary design report addressing pipe material, pressure class, alignment selection, meter location, pavement replacement, work hours, permits, construction schedule, traffic control issues and estimated construction cost.

Task 2 – Base Drawings

Tetra Tech will prepare the base maps based on available utility information, record data, and mapping. Utilities will be plotted based on



information available from the utility research unless revised due to USA markings and utility responses. Tetra Tech will perform field walk to verify plotting of utilities and identify conflicts and inconsistencies.

Task 3 – 50% Level Construction Drawings and Geotechnical Report

3.1 Geotechnical Investigation

- a. Tetra Tech will retain Leighton Consulting, Inc. to investigate existing subsurface conditions and to recommend a geotechnical design approach. The purpose for the geotechnical investigation is to provide the contractor with sufficient subsurface information so that he can provide the best price (with minimal assumptions) for the construction of the proposed pipeline. We have assumed that the proposed 4-inch and 8-inch pipes will be constructed to a depth of 4 to 6 feet. For this proposal, we have assumed borings will be required at all key construction locations (street intersections, arterial streets). In addition, we have assumed borings at every 700 to 1,000 feet intervals for the 8-inch through 16-inch piping.
- b. Leighton Consulting and Tetra Tech are planning to use data acquired in 2009 and augment it by drilling 6 borings along the pipeline alignment to depths of 10 feet.
- c. The geotechnical investigation will include research, field exploration, geotechnical laboratory testing, geotechnical analyses and report preparation. The geotechnical report will provide the necessary geotechnical parameters for design and installation of the proposed pipelines.

Our proposal is based on the following assumptions: site specific traffic control plans will be required; borings will be backfilled with soil cuttings and patched with cold-mixed asphalt; traffic control will be provided during the field exploration; encroachment permits will be a no-fee permit; and we have assumed that we will not encounter hazardous materials. We have also assumed that chalk based USA markings that are degradable are acceptable. We have also assumed that other means such as

power washing of these field markings is not required.

3.2 50% Construction Drawings

- a. The construction drawings will be prepared as specified within the City RFP and per the City's Water, Sewer, and Reclaimed Water Design and Construction Manual. Profiles will be required for all the new distribution pipelines.
- b. We envision that the construction plan set will contain the following drawings:
 - Title Sheet/Second Sheet (Index/Vicinity/Location Maps)/Third Sheet (Sheet/Agency Index)
 - General Notes, Permit Issues
 - Horizontal Control Plan (1sheet)
 - Plan and Profile Sheets (14 sheets)
 - Trench and Repaving Details (1 sheet)
 - Miscellaneous Details (1 sheet)

Task 4 – 90% Level Construction Drawings and Specifications

4.1 Construction Drawings

Tetra Tech will incorporate comments from the 50% design submittal and prepare construction drawings to the 90% design level.

4.2 Specifications

Tetra Tech will prepare project technical specifications. Tetra Tech will review and make recommended edits to the City's front end documents.

4.3 Permits

We have assumed for this project based on our understanding that the following permits will be required:

City of Oceanside Construction Certificate
Permit



Task 5 – 100% Level Construction Drawings, Specifications and Cost Estimate

5.1 Construction Drawings

Tetra Tech will incorporate comments from the 90% design submittal and prepare construction drawings to the 100% design level.

5.2 Specifications

Tetra Tech will incorporate comments from the 90% design submittal and prepare 100% specifications.

5.3 Cost Estimate

Tetra Tech will prepare and submit a construction cost estimate. The cost estimate will be broken down according to the bid item list.

Task 6 – Mylars and Specifications

Tetra Tech will prepare and submit final signed drawings and specifications and a CD containing the drawings in AutoCAD and PDF formats and the specifications in Word and PDF formats.

Task 7 – As-Built Construction Plans

Tetra Tech will prepare as-built construction drawings based on the contractor redlines and submit new mylar sheets and PDF and AutoCAD files of the drawings on CD.

Task 8 – Quality Control Reviews

Tetra Tech will administer a program of QA procedures for producing quality work. Tetra Tech will provide the quality control reviews in compliance with the City's RFP.

Task 9 – Project Meetings

The Tetra Tech team shall attend one (1) kickoff meeting and seven (7) monthly progress meetings, one (1) each month at City offices during the course of the project and three (3) submittal review meetings. In addition, we have assumed per Addendum No. 1 that we will attend two (2) meetings each lasting 4 hours for coordination of the recycled water meter connection points. An agenda will be circulated prior to the meeting for input by project team members. Subsequent to the meeting, a draft of the meeting minutes will be prepared and circulated to the meeting attendees for review and comment prior to distribution of the final document.

Task 10 – Potholing (Optional Services)

Due to the nature of the expected pipe material and the size of the proposed pipelines, typically, Tetra Tech will not recommend design potholing. Per the pre-proposal meeting, we have included an optional scope of work for potholing and have assumed a total of ten (10) potholes. For this work we have assumed the following: a no-fee City permit, specific traffic control plans will not be required and the San Diego County Regional traffic control drawings and/or WATCH Manual are acceptable. We have also assumed that USA markings do not require removal.

Tetra Tech will provide a memorandum summarizing the major utility crossings and if any design potholes are recommended. The City will provide confirmation of the proposed design potholes.



EXHIBIT A - SW

2013

HOURLY CHARGE RATE AND EXPENSE REIMBURSEMENT SCHEDULE

Project Management

Project Manager 1	\$195.00
Project Manager 2	\$207.00
Sr Project Manager	\$250.00
Program Manager	\$297.00
Principal in Charge	\$310.00

Engineers

Engineering Technician	\$37.00
Engineer 1	\$96.00
Engineer 2	\$115.00
Engineer 3	\$130.00
Project Engineer 1	\$135.00
Project Engineer 2	\$165.00
Sr Engineer 1	\$170.00
Sr Engineer 2	\$175.00
Sr Engineer 3	\$210.00
Principal Engineer	\$300.00

Planners

Planner 1	\$104.00
Planner 2	\$115.00
Sr Planner 1	\$125.00
Sr Planner 2	\$151.00
Sr Planner 3	\$175.00

Designers & Technicians

CAD Technician 1	\$65.00
CAD Technician 2	\$75.00
CAD Technician 3	\$90.00
CAD Designer	\$100.00
Sr CAD Designer 1	\$118.00
Sr CAD Designer 2	\$145.00
CAD Director	\$150.00
Survey Tech 1	\$50.00

Health & Safety

H&S Administrator	\$95.00
Sr H&S Administrator	\$115.00
H&S Manager	\$145.00

Construction

Construction Project Rep 1	\$78.00
Construction Project Rep 2	\$85.00
Sr Constr Project Rep 1	\$100.00
Sr Constr Project Rep 2	\$115.00
Construction Manager 1	\$165.00
Construction Manager 2	\$185.00
Construction Director	\$233.00

General & Administrative

Project Assistant 1	\$67.00
Project Assistant 2	\$75.00
Project Administrator	\$95.00
Sr Project Administrator	\$110.00
Graphic Artist	\$130.00
Technical Writer 1	\$97.00
Technical Writer 2	\$124.00
Sr Technical Writer	\$155.00

Information Technology

Systems Analyst / Programmer 1	\$77.00
Systems Analyst / Programmer 2	\$115.00
Sr Sys Analyst / Programmer 1	\$130.00
Sr Systems Analyst / Programmer 2	\$196.00

Project Accounting

Project Analyst 1	\$90.00
Project Analyst 2	\$114.00
Sr Project Analyst	\$155.00

Reimbursable In-House Costs:

Photo Copies (B&W 8.5"x11")	\$ 0.15/Each
Photo Copies (B&W 11"x17")	\$ 0.40/Each
Color Copies (up to 8.5"x11")	\$ 2.00/Each
Color Copies (to 11"x17")	\$ 3.00/Each
Compact Discs	\$10/each
Large format copies	\$0.40 S.F.
Computer Usage: not to exceed	\$3.55/hour
Mileage-Company Vehicle	\$0.80/mile
Mileage-POV	\$0.55/mile*

*current GSA POV mileage rate subject to change

All other direct costs, such as production, special photography, postage, delivery services, overnight mail, printing and any other services performed by subcontractor will be billed at cost plus 15%.