

STAFF REPORT



ITEM NO. 12
CITY OF OCEANSIDE

DATE: December 18, 2013
TO: Honorable Mayor and City Councilmembers
FROM: Water Utilities Department
SUBJECT: **PROFESSIONAL SERVICES AGREEMENT WITH CAROLLO ENGINEERS FOR DESIGN OF THE ROBERT A. WEESE FILTRATION PLANT MAJOR IMPROVEMENTS**

SYNOPSIS

Staff and the Utilities Commission recommend that the City Council approve a professional services agreement with Carollo Engineers of Oceanside in the amount of \$447,266 for design services of the Robert A. Weese Filtration Plant Major Improvements Project, and authorize the City Manager to execute the agreement.

BACKGROUND

The City of Oceanside owns and operates the Robert A. Weese Water Filtration Plant (RWWFP). The current capacity of the RWWFP is 25 million gallons per day (MGD). Raw water is conveyed to the plant through San Diego County Water Authority's (SDCWA) aqueduct system. The plant was constructed and placed on line in 1983 as a direct filtration plant. The plant was upgraded in 1996 to include a chlorine contact basin, reservoir, and a regulating structure.

The City contracted with Carollo Engineers for the preparation of the "Robert A. Weese Filtration Plant – Facility Needs Assessment" dated December 2012. This assessment identified and prioritized potential improvement projects for this facility. Priority is based on the critical nature of the work, potential project advantages, and operational efficiency. The City has determined that these improvements will be grouped separately and bid as separate projects. The following describes these phases and the corresponding project numbers refer to the descriptions listed in Table ES.2 – Final Capital Improvement Projects Prioritized List. This assessment identified and prioritized necessary improvement projects for this facility. A site plan shows the location of the various projects (Exhibit A).

An optimization plan was prepared to supplement the Facility Needs Assessment and this report further refined the scope of the prioritized projects. Since the projects are specialized the City opted to divide them into phases in order to give the City more flexibility in bidding and contracting for such specialized work. The identified phases are as follows:

- Phase 1 – Electrical Improvements
- Phase 2 – Chemical Storage Improvements
- Phase 3 – Lagoon Improvements

ANALYSIS

On August 27, 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 October 1, 2013, the Water Utilities Department received proposals from two 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, and previous work performance for the City and cost (Exhibit C). Staff has determined that Carollo's proposal includes the required items as outlined in the RFP.

FISCAL IMPACT

The Weese Filtration Plant Improvements (908125400712) has an available balance of \$450,000. The professional services agreement is in the amount of \$447,226; therefore, adequate funds are available for the project (Exhibit D).

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

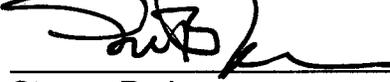
Staff and the Utilities Commission recommend that the City Council approve a professional services agreement with Carollo Engineers of Oceanside in the amount of \$447,266 for design services of the Robert A. Weese Filtration Plant Major Improvements Project, and authorize the City Manager to execute 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



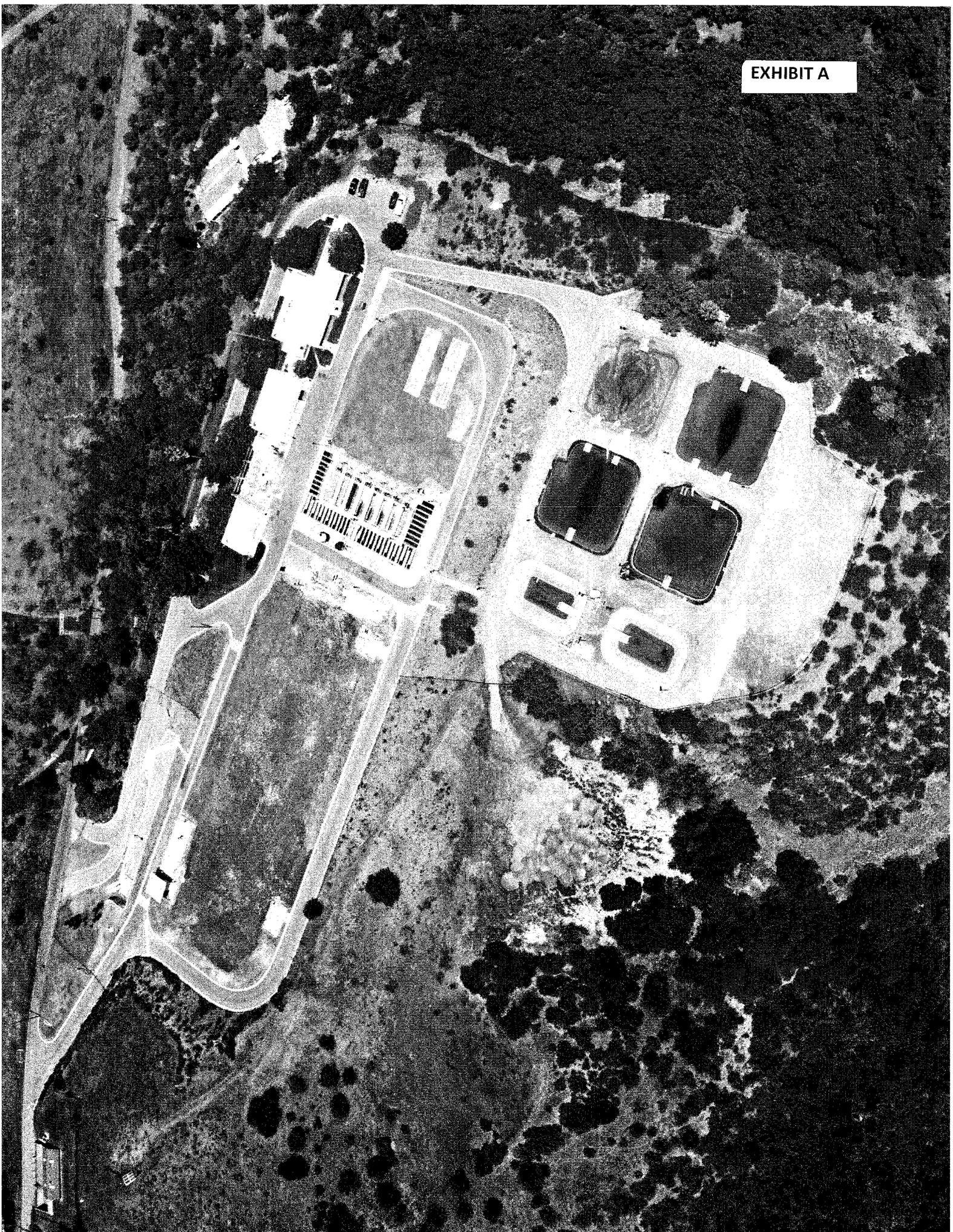
Cari Dale, Water Utilities Director



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



Weese Major Plant Movements - 908125400712
 RFP Mailing List

Company	Address	Contact	Phone
Brown and Caldwell	9665 Chesapeake Drive, Suite 201, San Diego, CA 92123	Nancy E. Gardiner	858-514-8822
Kennedy/Jenks Consultants	10920 Via Frontera, Suite 110, San Diego, CA 92127-1730	Matt Tebbetts	858-676-3620
Malcolm Pirnie, Inc.	1525 Faraday Avenue, Suite 290, Carlsbad, CA 92008	Paul F. Wilson	760-602-3800
MWH Americas, Inc.	9444 Farnham, Suite 300, San Diego, CA 92123	Jeff Thornbury	858-751-1200
DBE-Psomas	3187 Red Hill Ave., Suite 250, Costa Mesa, CA 92626	Lynn Noel Gilbert	714-751-7373
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 Thornbury	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) Carollo; B) Tetra Tech DATE: 10/23/2013
 PROJECT: Robert A. Weese Filtration Plant Major Plant Improvements PROJECT NO.: 908125400712

ITEM	POINTS	CONSULTANT'S RATING			
		A	B	C	D
I. QUALIFICATIONS OF FIRM AND MEMBERS:					
A. Specialized expertise of members	15	13	15		
B. Adequacy of staff and resources.	15	15	15		
II. PERFORMANCE OF WORK SIMILAR IN CHARACTER:					
A. Comparable work (local area preferred).	10	10	6		
B. Proposal submitted by Oceanside firm.	6	6	5		
C. Proposal included an Oceanside firm as part of a consulting team.	4	4	0		
D. Additional points based on abilities, qualifications, and commitment of Oceanside firm.	5	3	2		
III. ABILITY TO PROVIDE SERVICES:					
A. Ability to complete job on time.	10	7	8		
IV. QUALITY OF PROPOSAL:					
A. Satisfactorily address all objectives.	10	10	7		
B. Provide additional amplifying information.	5	5	4		
C. Presentation, clarity, neatness.	5	5	3		
V. WORK PERFORMANCE FOR THE CITY:					
A. No work in past 12 months.	10	0	10		
B. Work in past 12 months - deductions based on Contract amount.		2	0		
VI. PRICE:					
A. Overall cost.	10	10	10		
TOTALS:					85

RANKING:
 1 Carollo
 2 Tetra Tech
 3 _____
 4 _____
 5 _____
 6 _____

RATED BY:
 Name/Title: Jason Dafforn, Water Utilities Division
 Name/Title: Gary Bodman, Water/Wastewater
 Name/Title: Greg Keppler, Water/Wastewater
 Name/Title: _____
 Date: 10/23/2013

CITY OF OCEANSIDE

PROFESSIONAL SERVICES AGREEMENT**PROJECT: ROBERT A. WEESE FILTRATION PLANT – MAJOR PLANT IMPROVEMENTS - 908125400712**

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 CARROLLO ENGINEERS, 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 prepare the Robert A. Weese Filtration Plant – Major Plant Improvements as more particularly described in the CONSULTANT’S proposal dated October 1, 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.

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- 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.

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- 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 2.3. 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.

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- 2.2 CONSULTANT shall prepare and deliver a copy of the studies, technical memorandum, plans, specifications, and engineers estimates for each phase of the project as determined by the City Engineer to allow for phase changes throughout the project based on priorities as they may vary. No work shall be performed by CONSULTANT beyond the existing phase until the City engineer has given written approval to continue with the next phase.
- 2.3 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.
- 2.4 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.

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- 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

<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

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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.
- 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.

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

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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 \$447,266.

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.

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- 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 attached billing schedule.
- 13.5 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.

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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:

Carollo Engineers
Jeff Thornbury
615 South Tremont Street
Oceanside, CA 92054

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:

CAROLLO ENGINEERS
By: *Jan A. Myself, VP*
Name/Title
Date: 12/4/13

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

By: *Jeffrey R. Tomblay, VP*
Name/Title
Date: 12/6/13

APPROVED AS TO FORM:

86-0899222
Employer ID No.

David J. ...
City Attorney

NOTARY ACKNOWLEDGMENTS OF CONSULTANT MUST BE ATTACHED.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT
CIVIL CODE § 1189

State of California

County of Orange }

On December 4, 2013 before me, Leanne G. Hendricks, Notary Public,
Date Here Insert Name and Title of the Officer

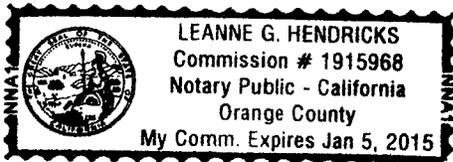
personally appeared James A. Meyerhofer
Name(s) of Signer(s)

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: Leanne G. Hendricks
Signature of Notary Public



Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Oceanside Prof. Svc. Agr. Document Date: to be dated by
Number of Pages: 11 Signer(s) Other Than Named Above: none City of Oceanside

Capacity(ies) Claimed by Signer(s)

Signer's Name: James A. Meyerhofer
 Corporate Officer — Title(s): Vice President
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____

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

Signer Is Representing: Carollo Engineers

Signer Is Representing: _____

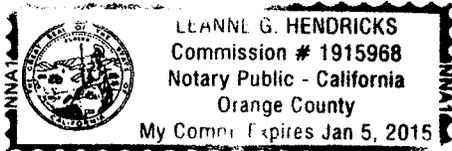
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT
CIVIL CODE § 1189

State of California

County of Orange }

On December 6, 2013 before me, Leanne G. Hendricks, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Jeffrey R Thornbury
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: Leanne G. Hendricks
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Oceanside Prof. Svc. Agr. Document Date: to be dated by City of oceanside

Number of Pages: 11 Signer(s) Other Than Named Above: James A. Meyerhofer

Capacity(ies) Claimed by Signer(s)

Signer's Name: Jeffrey R. Thornbury

Corporate Officer — Title(s): Vice President

Partner — Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer's Name: _____

Corporate Officer — Title(s): _____

Partner — Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer Is Representing: Carollo Engineers

Signer Is Representing: _____