



DATE: May 7, 2014

TO: Honorable Mayor and City Councilmembers

FROM: Water Utilities Department

SUBJECT: **AMENDMENT 1 IN THE AMOUNT OF \$40,000 TO THE PROFESSIONAL SERVICES AGREEMENT WITH ENGINEERING PARTNERS INC. FOR THE SAN LUIS REY WASTEWATER TREATMENT PLANT – CONSOLIDATION OF ELECTRICAL METERS AND SERVICES PROJECT DESIGN**

SYNOPSIS

Staff and the Utilities Commission recommend that the City Council approve Amendment 1 in an amount not to exceed \$40,000 to the professional services agreement with Engineering Partners, Inc. (EPI) of San Diego for design services for the consolidation of electrical meters and services at the San Luis Rey Wastewater Treatment Plant; and authorize the City Manager to execute the amendment.

BACKGROUND

The Water Utilities Department entered into an agreement with EPI in the amount of \$40,000 on March 7, 2013, for pre-design services to study the electrical services at the San Luis Rey wastewater Treatment Plant.

The San Luis Wastewater Treatment Plant has the maximum amount of electrical meters allowed per SDG&E guidelines. To increase the electrical service at the Plant, SDG&E mandates that the City install a Primary Metering Station. Since there are multiple sustainable energy facilities on site, (this consolidation work required study for both acceptance from SDG&E and phasing requirements to verify the feasibility of the project and to minimize the operational impact to the Plant.,

ANALYSIS

The Water Utilities Department sent the request for proposal to three electrical contractors due to this work being high voltage and specialized and selected EPI from three proposals received. The pre-design services were complete and it was determined that the meter consolidation was possible. SDG&E has approved the consolidation.

EPI has reviewed all of the San Luis Rey Wastewater Treat Plant electrical loads and provided extensive coordination with SDG&E to gain the preliminary approval. The

feasibility of the project was unknown when EPI started the pre-design work and they did not provide a scope of work for final design. Subsequent to the completion of the feasibility study, EPI provided a scope and fee to finalize the design (Exhibit A).

FISCAL IMPACT

The available budget in the San Luis Rey Major Improvements account (909125500722.5325.10400) is \$102,821. Amendment 1 is \$40,000; total cost of the project is \$80,000; therefore, sufficient funds are available.

CITY ATTORNEY'S ANALYSIS

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

INSURANCE REQUIREMENTS

The City's standard insurance requirements will be met.

COMMISSION OR COMMITTEE REPORT

On April 15, 2014, the Utilities Commission made the recommendation to the City Council to approve Amendment 1 in an amount not to exceed \$40,000.

RECOMMENDATIONS

Staff and the Utilities Commission recommend that the City Council approve Amendment 1 in an amount not to exceed \$40,000 to the professional services agreement with Engineering Partners, Inc. (EPI) of San Diego for design services for the consolidation of electrical meters and services at the San Luis Rey Wastewater Treatment Plant; and authorize the City Manager to execute the amendment.

PREPARED BY:



Jason Dafforn
Water Utilities Division Manager

SUBMITTED BY:



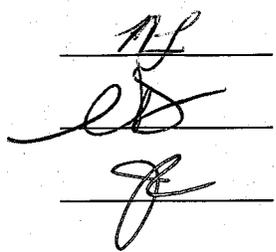
Steven R. Jepsen
City Manager

REVIEWED BY:

Michelle Skaggs Lawrence, Deputy City Manager

Cari Dale, Water Utilities Director

James R. Riley, Financial Services Director



**CITY OF OCEANSIDE
AMENDMENT 1 TO
PROFESSIONAL SERVICES AGREEMENT**

PROJECT: **SAN LUIS REY WASTEWATER PLANT – ELECTRICAL
CONSOLIDATION OF ELECTRICAL METERS AND SERVICE -
[909130400722]**

THIS AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT (hereinafter “Amendment”) is made and entered this 22nd day of April 2014 by and between the City of Oceanside, a municipal corporation, hereinafter designated as “CITY”, and the Engineering Partners Inc., hereinafter designated as “CONSULTANT”.

RECITALS

WHEREAS, CITY and CONSULTANT are the parties to that certain Professional Services Agreement dated May 1, 2013, hereinafter referred to as the “Agreement”, wherein CONSULTANT agreed to provide certain services to the CITY as set forth therein;

WHEREAS, the parties desire to amend the Agreement to revise the scope of work, timing requirements, and compensation.

AMENDMENT

NOW, THEREFORE, as set forth herein, the parties hereto do mutually agree that the Agreement shall be amended as follows:

1. Section 1, Scope of Work, shall be amended to reflect and include the required additional responses to public comments as described and outlined in the scope of work and letter dated March 12, 2014, (Exhibit A).
2. Section 2, Timing Requirements, shall be amended to reflect the additional 10-week work schedule from the notice to proceed for Amendment 1 as described and outlined in the scope of work and letter dated March 12, 2014.
3. Section 13, Compensation, shall be amended to reflect that all work performed in accordance with this Amendment 1 shall not exceed \$40,000.
4. Except as expressly set forth in the Amendment, the Agreement shall remain in full force and effect and is hereby ratified and reaffirmed.

SIGNATURES. The individuals executing this Amendment 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 being duly authorized on behalf of their respective entities to execute this Amendment, do hereby agree to the covenants contained in the Agreement, including this Amendment and have caused this Amendment to be executed by setting hereunto their signatures this 22nd day of April, 2014.

ENGINEER PARTNERS, INC.

CITY OF OCEANSIDE

By: _____

Romeo Flores/President

By: _____

Steven R. Jepsen, City Manager

By: _____

Matt Long/Vice-President

APPROVED AS TO FORM:

33-0168450

Employer ID No.

City Attorney

NOTARY ACKNOWLEDGEMENTS OF CONSULTANT MUST BE ATTACHED.

ACKNOWLEDGMENT

State of California
County of San Diego)

On April 22, 2014 before me, Jacquelynn A. Davis, Notary Public
(insert name and title of the officer)

personally appeared Matt Long
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 Jacquelynn A. Davis (Seal)



ACKNOWLEDGMENT

State of California
County of San Diego

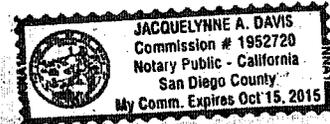
On April 22, 2014 before me, Jacquelynne A. Davis, Notary Public
(insert name and title of the officer)

personally appeared Romeo Flores
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 *Jacquelynne A. Davis* (Seal)





March 12, 2014

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

Subj: San Luis Rey Wastewater Treatment Plant – Consolidation of Electrical Meters
and Services – Full Design Services

Dear Mr. Dafforn:

The following is our understanding of work to be accomplished and our associated fee
for the project.

I. SCOPE OF WORK

Project Understanding

The City has had several improvements done to the electrical facilities on the
SLRWWTP. However, over the years multiple meters from SDG&E have been installed
throughout the facility and have varying capacities. Therefore, to make the input of
power sources easier and to accommodate the sites maximized number of meters (per
SDG&E's previous correspondence to the City) this proposal focuses on the design for
a new Primary Metering Station instead of multiple SDG&E meters; and making
provisions to accommodate the solar power and cogeneration projects.

EPI previously prepared a study to delineate a phased approach to designing a primary
metered system that will provide the capacity, the flexibility and the reliability to the
electrical distribution system.

Phase 1 – Primary Meter station, distribution cabling and 2 transformers.
Phase 2 – 3 transformers and distribution cabling.
Phase 3 – 15 kV tie and distribution cabling

The proposed design will follow the above phasing per the study.

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March 12, 2013

Fee Proposal to City of Oceanside Water Utilities Department

Re: San Luis Rey Wastewater Treatment Plant – Consolidation of Electrical Meters/Services

Scope of Work Tasks

The following tasks which include our project management, assessment of existing conditions and conceptual planning efforts constitute our overall approach to provide the City with the information needed to make an informed decision on power service and inplant improvements to be implemented at the plant.

Task 1.1 – Project Management

Under this task EPI will provide overall project management under the direction of our Project Manager, including budget and schedule control, project documentation, progress meetings and quality assurance/quality control as defined by the following sub-tasks.

Task 1.1.2 – Project Documentation

Under this task EPI will establish our electronic and “hard copy” document filing system, will maintain all project documents and will distribute project documents to internal and external project team members as deemed appropriate by our Project Manager.

Task 1.1.3 – Progress Meetings

Under this task EPI will coordinate with the City and will actively participate in a “kick-off” meeting following a Notice-to-Proceed (NTP).

Task 1.2 – Project Development

Under this task EPI will prepare 75% and Final design documents (Plans, Specifications and Cost Estimates).

Task 1.3 – Design Fee and Schedule Estimates

Project Schedule We are available to begin the project in May 2014 (or sooner with board approval) authorization/receipt of signed contract from the City. We estimate the project can be completed according to the following milestones:

- 75% Design - 4 weeks from NTP
- City Review – 3 weeks
- 100% Design - 2 weeks from receipt of City review comments.
- Final Design – 1 week after the City Review

March 12, 2013

Fee Proposal to City of Oceanside Water Utilities Department

Re: San Luis Rey Wastewater Treatment Plant – Consolidation of Electrical Meters/Services

II. ASSUMPTIONS

1. We will be using existing facility backgrounds and collecting/plotting the obstructions and underground utilities.
2. All Backgrounds will be provided to EPI in Autocad format.
3. All reproduction and delivery of documents are by others.
4. There will be three submissions: 75%, 100% and Final
5. Consulting work other than electrical is not included. We will have a structural engineer review our standard pad details.
6. Work done in English Units.
7. Bidding and Construction Services are not included.
8. The City will direct us as to which SDG&E tariff to apply under. Assumed RES-BCT for now.

III. FEES

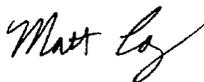
Description of Work	Total
75% Design	\$15,000
100% Design	\$22,000
Final Design	\$3,000
Total	\$40,000

IV. RATE SCHEDULE

<u>Rate Category</u>	<u>Hourly Rate</u>
Principal	\$175
Project Manager	\$145
Staff Engineer	\$125
Designer	\$110
Drafting	\$ 80
Administrative	\$ 65

Thank you for this opportunity to participate on this project. If you have any questions, please feel free to give me a call.

Sincerely,



MATT LONG, P.E.
Vice President
Engineering Partners, Inc.
P3729