

# STAFF REPORT



ITEM NO. 19  
CITY OF OCEANSIDE

DATE: May 28, 2014  
TO: Honorable Mayor and City Councilmembers  
FROM: Water Utilities Department  
SUBJECT: **PROFESSIONAL SERVICES AGREEMENT WITH TETRA TECH OF OCEANSIDE FOR DESIGN SERVICES**

## SYNOPSIS

Staff recommends that the City Council approve a professional services agreement with Tetra Tech, of Oceanside in the amount of \$372,792 for design services for the La Salina Wastewater Treatment Plant Minor Upgrades Project, and authorize the City Manager to execute the agreement (Exhibit A).

## BACKGROUND

The City of Oceanside owns and operates the La Salina Wastewater Treatment Plant (LSWWTP) located at 1330 South Tait Street. This facility, which was originally constructed and placed into operation in 1949, has gone through periodic expansions to keep up with increasing flows and has had various on-site rehabilitation projects over the years.

The La Salina treatment facility is scheduled for replacement within the next 10 years and currently requires repairs and rehabilitations necessary to continue operations until the new process has been constructed and is operational. The repairs and rehabilitation projects consist of minor improvements to critical infrastructure such as pumps and mechanical equipment throughout the plant necessary to maintain current treatment quality and compliance with the facilities discharge requirements. These minor improvements will allow for the plant to operate effectively until such time as the City Council has decided on the future treatment options for the plant. Council was provided two options at the March 26, 2014, Workshop. Staff will be providing additional information and evaluation per the request of Council at a future meeting.

All of the facilities are shown in the Site Plan (Exhibit B). As part of this project, these facilities will be further evaluated and repairs designed in preparation for bidding and construction.

## ANALYSIS

On May 14, 2013, a Request for Proposals (RFP) for the preparation of plans and technical specifications for construction contract documents was sent to twelve qualified

professional engineering design firms that were listed on the Water & Wastewater Consultant List provided by the Public Works—Engineering Division (Exhibit C).

On June 19, 2013, the Water Utilities Department received proposals from five of the twelve design consulting firms. Staff performed a review of the proposals for accuracy and completeness and rated the consultants based on qualifications, performance of work, ability to provide services, quality of proposal, 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 D).

### **FISCAL IMPACT**

The Fiscal Year 2013-14 adopted budget for the La Salina Wastewater Treatment Plant Major Upgrades Project (909122700722) has an available balance of \$911,000. The Professional Services Agreement is in the amount of \$372,792; 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 approved staff's recommendation at its meeting on April 15, 2014.

### **CITY ATTORNEY'S ANALYSIS**

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

**RECOMMENDATIONS**

Staff recommends that the City Council approve a professional services agreement with Tetra Tech of Oceanside in the amount of \$372,792 for design services for the La Salina Wastewater Treatment Plant Major Upgrades Project, and authorize the City Manager to execute the agreement (Exhibit A).

PREPARED BY:

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

SUBMITTED BY:

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

## CITY OF OCEANSIDE

PROFESSIONAL SERVICES AGREEMENT**PROJECT: LA SALINA WASTEWATER TREATMENT PLANT MINOR  
UPGRADES - 909122700722**

THIS AGREEMENT, dated \_\_\_\_\_, 2014, 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 major upgrades for the La Salina Wastewater Treatment Plant as is more particularly described in the CONSULTANT'S proposal dated April 15, 2014, attached hereto and incorporated herein as Exhibit A and Exhibit B.
- 1.1 **PROFESSIONAL SERVICES PROVIDED BY CONSULTANT.** The professional services to be performed by CONSULTANT shall consist of but not be limited to the following:
  - 1.1.1 Work closely with the City Engineer in performing work in accordance with this Agreement in order to receive clarification as to the result which the CITY expects to be accomplished by CONSULTANT. The City Engineer, under the authority of the City Manager, shall be the CITY'S authorized representative in the

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interpretation and enforcement of all work performed in connection with this Agreement. The City Engineer may delegate authority in connection with this Agreement to the City Engineer's designees. For the purposes of directing the CONSULTANT'S performance in accordance with this Agreement, the City Engineer delegates authority to Jason Dafforn, Water Utilities Division Manager.

- 1.1.2 In compliance with Government Code section 7550, the CONSULTANT shall include a separate section in the proposal prepared pursuant to this Agreement, which contains a list of all the subcontractors and dollar amounts of all contracts and subcontracts required for the preparation of work described in this Agreement.
- 1.1.3 Visit and carefully examine the location of the project as often as necessary to become acquainted with all conditions which are visible or could reasonably be discovered, and which might have an impact upon the construction of the project.
- 1.1.4 Design, prepare and submit to the City Engineer, plans and specifications for the construction of the project as described in the Scope of Work, and in the time and manner set forth in this Agreement.
- 1.1.5 Prepare and submit to the City Engineer, concurrently with the design plans, the following:
  - a. A written estimate of probable construction costs.
  - b. A written list of submittals, which the construction contractor will be required to provide during the construction phase of the project.
- 1.1.6 Upon completion of construction, prepare, approve and sign a set of As-Built record drawings.
- 1.1.7 Provide office and field assistance to the City during the bidding and construction periods upon request by City Engineer to include the services listed below:
  - a. Provide consultation and advice to the City during construction of the project.
  - b. Review and comment on detailed construction drawings, shop and erection drawings submitted by the contractor, subcontractors and suppliers for compliance with the construction contract documents.
  - c. Review and comment on laboratory, shop and mill test reports on materials and equipment.

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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 2.6. Failure by CONSULTANT to strictly adhere to these timing requirements may result in termination of this Agreement by the CITY and the assessment of damages against the CONSULTANT for delays.
- 2.2 Phase I. CONSULTANT shall prepare and deliver a copy of the design plans and specifications for each individually identified task within 120 calendar days of the NTP for each individual task.
- 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

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of any of its employees, agents or subcontractors under this agreement.

CONSULTANT shall report to the CITY any and all employees, agents and consultants performing work in connection with this project, and all shall be subject to the approval of the CITY.

5.0 **CITY BUSINESS LICENSE.** Prior to the commencement of any work under this agreement, the CONSULTANT shall obtain and present a copy of an Oceanside City Business License to the City Engineer.

6.0 **WORKERS' COMPENSATION.** Pursuant to Labor Code section 1861, the CONSULTANT hereby certifies that the CONSULTANT is aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and the CONSULTANT will comply with such provisions and provide certification of such compliance as a part of these Award Documents. The certification shall be in accordance with Subsections 7.3 through 7.8 of this Agreement.

7.0 **LIABILITY INSURANCE.**

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

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

Comprehensive General Liability Insurance  
(bodily injury and property damage)

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

Commercial General Liability Insurance  
(bodily injury and property damage)

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

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Automobile Liability Insurance

\$ 1,000,000

\*General aggregate per year, or part thereof, with respect to losses or other acts or omissions of CONSULTANT under this Agreement.

- 7.3 If coverage is provided through a Commercial General Liability Insurance policy, a minimum of 50% of each of the aggregate limits shall remain available at all times. If over 50% of any aggregate limit has been paid or reserved, the CITY may require additional coverage to be 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.

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7.9 Maintenance of insurance by the CONSULTANT as specified in this Agreement shall in no way be interpreted as relieving the CONSULTANT of any responsibility whatsoever and the CONSULTANT may carry, at its own expense, such additional insurance as it deems necessary.

8.0 **PROFESSIONAL ERRORS AND OMISSIONS INSURANCE.** Throughout the duration of this agreement and four (4) years thereafter, the CONSULTANT shall maintain professional errors and omissions insurance for work performed in connection with this Agreement in the minimum amount of One Million dollars (\$1,000,000).

CONSULTANT shall provide evidence of compliance with these insurance requirements by providing a Certificate of Insurance.

9.0 **CONSULTANT'S INDEMNIFICATION OF CITY.** To the greatest extent allowed by law, CONSULTANT shall indemnify and hold harmless the CITY and its officers, agents and employees against all claims for damages to persons or property arising out of CONSULTANT'S work, including the negligent acts, errors or omissions or wrongful acts or conduct of the CONSULTANT, or its employees, agents, subcontractors, or others in connection with the execution of the work covered by this Agreement, except for those claims arising from the willful misconduct, sole negligence or active negligence of the CITY, its officers, agents, or employees. CONSULTANT'S indemnification shall include any and all costs, expenses, attorneys' fees, expert fees and liability assessed against or incurred by the CITY, its officers, agents, or employees in defending against such claims or lawsuits, whether the same proceed to judgment or not. Further, CONSULTANT at its own expense shall, upon written request by the CITY, defend any such suit or action brought against the CITY, its officers, agents, or employees founded upon, resulting or arising from the conduct, tortious acts or omissions of the CONSULTANT.

CONSULTANT'S indemnification of CITY shall not be limited by any prior or subsequent declaration by the CONSULTANT.

10.0 **ERRORS AND OMISSIONS.** In the event that the City Engineer determines that the CONSULTANT'S negligence, misconduct, errors or omissions in the performance of work under this Agreement has resulted in expense to CITY greater than would have resulted if there were no such negligence, errors or omissions in the plans or contract specifications, CONSULTANT shall reimburse CITY for the additional expenses incurred by the CITY, including engineering, construction and/or restoration expense. Nothing herein is intended to limit CITY'S rights under Sections 7, 8 or 9.

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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 “B”, 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 \$372,792.

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

**LA SALINA WASTEWATER TREATMENT  
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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 a time and material bases for work performed:

13.4.1 Final payment shall be made to CONSULTANT upon CONSULTANT's preparation of As-Built plans for record drawings to the satisfaction of the City Engineer.

14.0 **TERMINATION OF AGREEMENT.** Either party may terminate this Agreement by providing thirty (30) days written notice to the other party.

If any portion of the work is terminated or abandoned by the CITY, then the CITY shall pay CONSULTANT for any work completed up to and including the date of termination or abandonment of this Agreement, in accordance with Section 13. The CITY shall be required to compensate CONSULTANT only for work performed in accordance with the Agreement up to and including the date of termination.

15.0 **ASSIGNMENT AND DELEGATION.** This Agreement and any portion thereof shall not be assigned or transferred, nor shall any of the CONSULTANT'S duties be delegated, without the express written consent of the CITY. Any attempt to assign or delegate this Agreement without the express written consent of the CITY shall be void and of no force or effect. Consent by the CITY to one assignment shall not be deemed to be a consent to any subsequent assignment.

This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

16.0 **ENTIRE AGREEMENT.** This Agreement comprises the entire integrated understanding between CITY and CONSULTANT concerning the work to be performed for this project and supersedes all prior negotiations, representations or agreements.

17.0 **INTERPRETATION OF THE AGREEMENT.** The interpretation, validity and enforcement of the Agreement shall be governed by and construed under the laws of the State of California. The Agreement does not limit any other rights or remedies available to CITY.

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

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

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

19.0 **DISPUTE RESOLUTION.**

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

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

**TO CITY:**

City of Oceanside  
City Engineer  
300 North Coast Highway  
Oceanside, CA 92054

**TO CONSULTANT:**

Howard Arnold  
Tetra Tech, Inc.  
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

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PLANT MINOR UPGRADES – 909122700722**

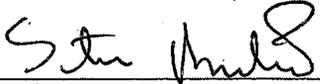
occur:

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

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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 Steven M. Burdick/CFO

Date: April 24, 2014

By:   
Name/Title Brian N. Carter/Sr.V.P.

Date: April 24, 2014

95-4148514  
Employer ID No.

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

Date: \_\_\_\_\_

APPROVED AS TO FORM:

  
City Attorney

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

**ALL-PURPOSE ACKNOWLEDGMENT**

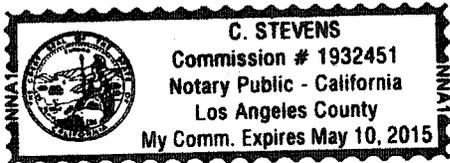
State of California

County of LOS ANGELES } SS.

On 04/24/14, before me, C. STEVENS, Notary Public,

personally appeared STEVEN M. BURDICK AND BRIAN N. CARTER 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.

C. Stevens  
NOTARY'S SIGNATURE

PLACE NOTARY SEAL IN ABOVE SPACE

**OPTIONAL INFORMATION**

The information below is optional. However, it may prove valuable and could prevent fraudulent attachment of this form to an unauthorized document.

**CAPACITY CLAIMED BY SIGNER (PRINCIPAL)**

- INDIVIDUAL
- CORPORATE OFFICER \_\_\_\_\_ TITLE(S)
- PARTNER(S)
- ATTORNEY-IN-FACT
- TRUSTEE(S)
- GUARDIAN/CONSERVATOR
- OTHER: \_\_\_\_\_

**DESCRIPTION OF ATTACHED DOCUMENT**

\_\_\_\_\_  
TITLE OR TYPE OF DOCUMENT

\_\_\_\_\_  
NUMBER OF PAGES

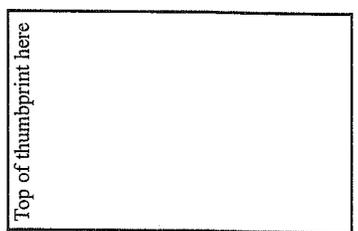
\_\_\_\_\_  
DATE OF DOCUMENT

\_\_\_\_\_  
OTHER

**SIGNER (PRINCIPAL) IS REPRESENTING:**

NAME OF PERSON(S) OR ENTITY(IES)  
\_\_\_\_\_  
\_\_\_\_\_

RIGHT THUMBPRINT OF SIGNER





**TETRA TECH**

**City of Oceanside  
Water Utilities Department**

**LA SALINA WASTEWATER TREATMENT PLANT**

**EXHIBIT A**

**April 15, 2014**

**SCOPE OF WORK**

Tetra Tech, Inc. will provide as needed and on call engineering design services for various operational and maintenance projects at the City's La Salina Wastewater Treatment Plant. Services will be negotiated per task order on a time and materials basis and approved in writing before commencement of work. Tetra Tech, Inc. will meet with staff and evaluate the facility needs, determine the project parameters, and provide final design drawings and specifications in preparation for bidding.

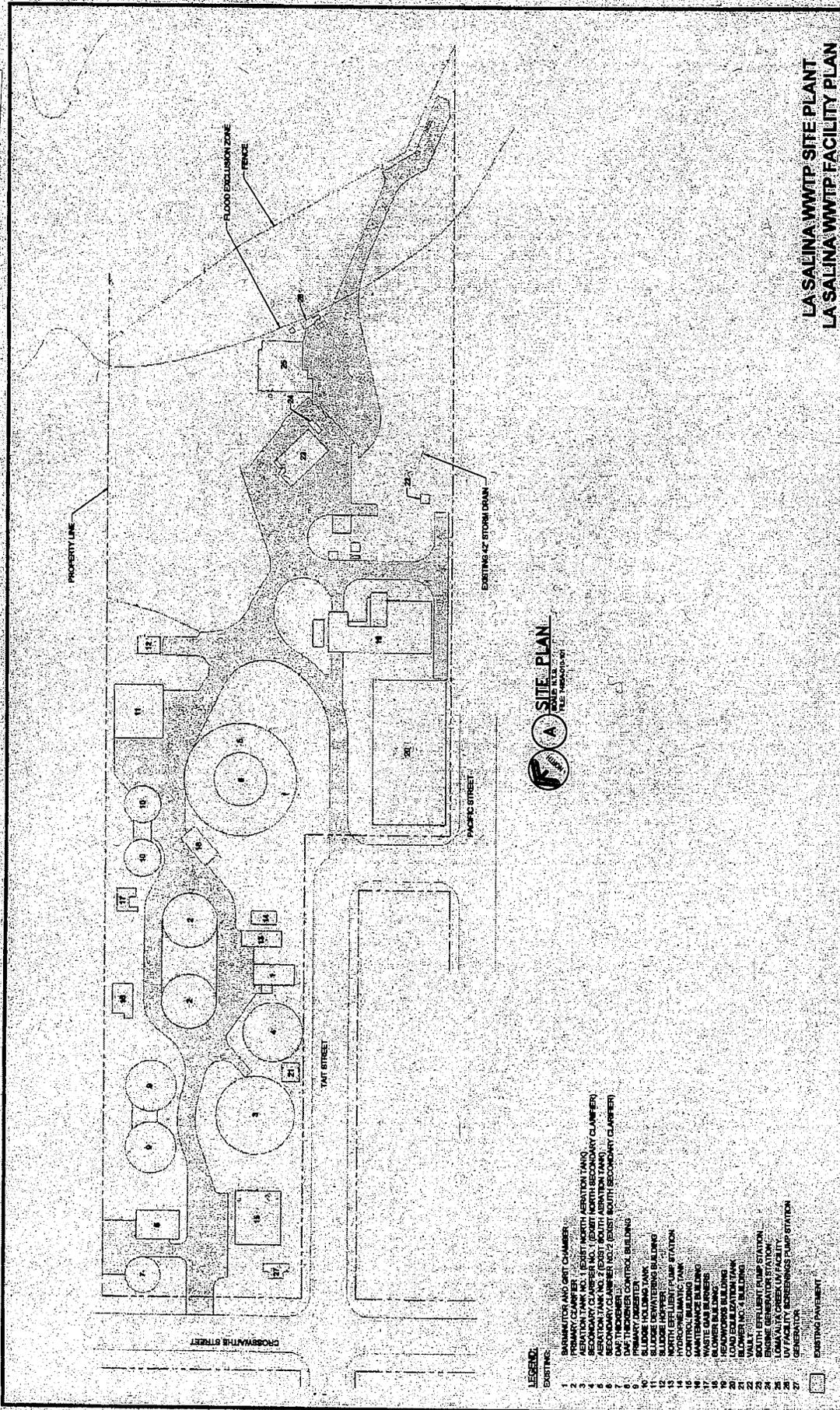
The tasks will be billed at the current rate schedule (exhibit B) on a time and material bases for a not to exceed fee on \$372,792.



**TETRA TECH**

**City of Oceanside  
Water Utilities Department  
LA SALINA WASTEWATER TREATMENT PLANT  
EXHIBIT B  
SCHEDULE OF FEES**

<u>Project Area</u>	<u>Bill Rate</u>
Program Manager..... Howard Arnold	\$297.00
QA/QC ..... Ron Schuyler	\$297.00
Project Manager ..... Steve Ellis	\$235.00
Project Engineer ..... Kara Buttacavoli	\$155.00
Project Engineer ..... Steve Tamburini	\$180.00
Engineer ..... Beverly Encina	\$135.00
Sr. Engineer 1 ..... Grizelda Sarria	\$180.00
Chief Structural Engineer..... Dale Wah	\$297.00
Structural Engineer..... David Kuang	\$235.00
Structural Designer..... David Ambartsumyan	\$130.00
Electrical Engineer ..... Mazen Kassar	\$235.00
Instrumentation Engineer ..... Richard Hensel	\$180.00
CAD Designer ..... Cheryl Glen	\$120.00
Project Administrator ..... Cheryl Glen	\$120.00



- LEGEND:**
- 1 BARBULATOR AND GRT CHAMBER
  - 2 AERATION TANK NO. 1 (EAST NORTH AERATION TANK)
  - 3 AERATION TANK NO. 2 (WEST NORTH AERATION TANK)
  - 4 AERATION TANK NO. 3 (EAST SOUTH AERATION TANK)
  - 5 AERATION TANK NO. 4 (WEST SOUTH AERATION TANK)
  - 6 DAF THICKENER NO. 1 (EAST)
  - 7 DAF THICKENER NO. 2 (WEST)
  - 8 DAF THICKENER CONTROL BUILDING
  - 9 SLUDGE HOLDING TANK
  - 10 SLUDGE DEWATERING BUILDING
  - 11 SLUDGE HOPPER
  - 12 HYDRO-PNEUMATIC TANK
  - 13 CONTROL BUILDING
  - 14 WASTE OIL BURNER
  - 15 BLOWER BUILDING
  - 16 LOAD STORAGE BUILDING
  - 17 BLOWER NO. 1 BUILDING
  - 18 VALVE
  - 19 VALVE
  - 20 ENGINE GENERATOR STATION
  - 21 LOW VOLTAGE CREEK/VA FACILITY
  - 22 UTILITY SCREENING PUMP STATION
  - 23 GENERATOR
  - 24 EXISTING PAVEMENT

**LA SALINA WWTP SITE PLAN  
LA SALINA WWTP FACILITY PLAN**



FIGURE 1-1

LA SALINA WASTEWATER TREATMENT  
PLANT FACILITY PLAN



# La Salina RFP Consultant List

Exhibit C

EXHIBIT C

Company	Address	City	State	Zip	First Name	Last Name	Title	Phone	Fax
Berryman & Henigar	11590 W. Bernardo Ct, Suite 100	San Diego	CA	92127	George	Kutchins		858-451-6100	
Carollo Engineers	5575 Ruffin Road, Suite 200	San Diego	CA	92123	Dennis	Wood		858-505-1020	
HDR Engineering, Inc.	8690 Balboa Ave., Suite 200	San Diego	CA	92123	Susan	Buell	Senior Marketing Coordin	858-712-8400	
Hirsch & Company	4499 Ruffin Road, Suite 300	San Diego	CA	92123	John	Harris		619-563-4545	
Infrastructure Engineering Corpor	717 Pier View Way	Oceanside	CA	92054	Preston	Lewis		760-529-0729	
Montgomery Watson	9444 Farnham, Suite 300	San Diego	CA	92123	Jeff	Thornbury	Marketing Director	858-751-1200	
PBS&J	2303 Nicklaus Drive	Oceanside	CA	92056	Skip	Griffin			
Pountney Consulting Group, Inc	4455 Murphy Canyon Road, Suite 200	San Diego	CA	92123	Peter	Pountney		858-576-9200	
Project Design Consultants	701 B Street, Suite 800	San Diego	CA	92101	Rick	Hall		619-235-6471	
Richard Brady & Associates	4909 Murphy Canyon Road, Suite 220	San Diego	CA	92123	Richard	Brady			
Tetra Tech ASL, Inc.	2141 El Camino Real, Suite J	Oceanside	CA	92054	Howard/Steve	Arnold/Tedesco		760-754-0550	
Water 3 Engineering, Inc.	325 W. 3rd Avenue, Suite 101	Escondido	CA	92025	Don	Bunts			

CONSULTANT PROPOSAL - RATING FORM

NAME OF FIRM: A) Carollo; B) Tetra Tech; C) Dudek; D) NV5; E) IEC

DATE: 8/9/2013

PROJECT: La Salina WWTP - Major Upgrades

PROJECT NO.: 909125500722

ITEM	POINTS	CONSULTANT'S RATING				
		A	B	C	D	E
<b>I. QUALIFICATIONS OF FIRM AND MEMBERS</b>						
A. Specialized expertise of members	15	15	15	15	15	14
B. Adequacy of staff and resources.	15	15	15	14	15	14
<b>II. PERFORMANCE OF WORK SIMILAR IN CHARACTER:</b>						
A. Comparable work (local area preferred).	10	10	10	10	9	9
B. Proposal submitted by Oceanside firm.	6	6	6	0	0	6
C. Proposal included an Oceanside firm as part of a consulting team.	4	4	0	4	0	0
D. Additional points based on abilities, qualifications, and commitment of Oceanside firm.	5	3	0	0	0	5
<b>III. ABILITY TO PROVIDE SERVICES:</b>						
A. Ability to complete job on time.	10	9	10	10	9	9
<b>IV. QUALITY OF PROPOSAL</b>						
A. Satisfactorily address all objectives.	10	8	9	7	9	8
B. Provide additional amplifying information.	5	5	5	5	5	4
C. Presentation, clarity, neatness.	5	5	4	4	4	5
<b>V. WORK PERFORMANCE FOR THE CITY:</b>						
A. No work in past 12 months.	10	0	10	0	0	0
B. Work in past 12 months - deductions based on Contract amount.		2	0	7	6	2
<b>VI. PRICE:</b>						
A. Overall cost.	10	9	8	8	10	9
<b>TOTALS:</b>	<b>105</b>	<b>91</b>	<b>92</b>	<b>84</b>	<b>82</b>	<b>85</b>

RANKING:

- 1 Tetra Tech
- 2 Carollo
- 3 IEC
- 4 Dudek
- 5 NV5
- 6 \_\_\_\_\_

RATED BY:

Name/Title: Jason Dafforn, Water Utilities Division Manager  
 Name/Title: Gary Bodman, Water/Wastewater Project Manager  
 Name/Title: \_\_\_\_\_  
 Name/Title: \_\_\_\_\_  
 Date: 8/9/2013