

*STAFF REPORT**CITY OF OCEANSIDE*

---

DATE: August 6, 2014

TO: Honorable Mayor and City Councilmembers

FROM: Water Utilities Department

SUBJECT: **PROFESSIONAL SERVICES AGREEMENT WITH INFRASTRUCTURE ENGINEERING CORPORATION FOR THE OCEANSIDE BOULEVARD SEWER LIFT STATION RELOCATION DESIGN**

**SYNOPSIS**

Staff recommends that the City Council approve a Professional Services Agreement in an amount not to exceed \$558,914 with Infrastructure Engineering Corporation of Oceanside, for the preparation of plans, specifications, and bid phase services for the Oceanside Boulevard Sewer Lift Station Relocation Project; and authorize the City Manager to execute the agreement (Exhibit A).

**BACKGROUND**

The City of Oceanside owns, operates, and maintains 32 sewer lift stations throughout the City. One of the sewer lift stations, Oceanside Boulevard, is in need of replacement. In general, the station is not structurally sound and has groundwater infiltration.

The Oceanside Boulevard Lift Station is located just west of Interstate 5 in the parking lot of the Best Western Oceanside Inn at 1664 Oceanside Boulevard (see Exhibit B Site Map). It receives the majority of flow from a trunk main starting just west of El Camino Real that travels westerly along Oceanside Blvd. The flows are collected and pumped west, up the hill, through a 10-inch force main to a gravity main manhole in Oceanside Boulevard which flows to the La Salina Wastewater Treatment Plant for treatment.

**ANALYSIS**

Due to the site congestion, physical condition, and an obscure location, the Department made the decision to relocate the station to a parcel near the northwest corner of Oceanside Boulevard and Vine Street just west of the Fresh and Easy store. This parcel was previously purchased for this specific relocation project. The existing station will be completely demolished as part of this project after construction of the new station is complete. The new station is needed, regardless of the option chosen for the La Salina Wastewater Treatment Plant.

On May 7, 2014, a Request for Proposals (RFP) for the preparation of plans and technical specifications for construction contract documents was sent to thirteen qualified professional engineering design firms that were listed on the Water & Wastewater Consultant List which included all Oceanside firms (Exhibit C).

On June 12, 2013, the Water Utilities Department received proposals from four of the thirteen 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 (Exhibit D). Staff has determined that the Infrastructure Engineering Corporation proposal includes the required items as outlined in the RFP and is ranked highest among the firms that submitted proposals.

### **FISCAL IMPACT**

Infrastructure Engineering Corporation's proposed fee for services shall not exceed \$558,914. The Oceanside Boulevard Sewer Lift Station Relocation Project (909122900722) has an available budget of \$4,389,000. Therefore, adequate funds are available for the project. Funding for this project comes from the Sewer Fixed Asset Replacement Fund, 722, which is primarily funded by sewer service and flow fees.

### **INSURANCE REQUIREMENTS**

The City's standard insurance requirements will be met.

### **COMMISSION OR COMMITTEE REPORT**

The Utilities Commission was provided an update at its regularly scheduled meeting on July 15, 2014.

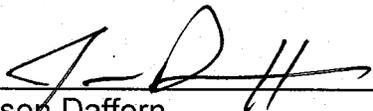
### **CITY ATTORNEY'S ANALYSIS**

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

**RECOMMENDATION**

Staff recommends that the City Council approve a Professional Services Agreement in an amount not to exceed \$558,914 with Infrastructure Engineering Corporation of Oceanside, for the preparation of plans, specifications, and bid phase services for the Oceanside Boulevard Sewer Lift Station Relocation 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

  
\_\_\_\_\_

ATTACHMENTS:

Exhibit A – PSA

Exhibit B – Site Map

Exhibit C – RFP Mailing List

Exhibit D – Consultant Rating Form

## CITY OF OCEANSIDE

PROFESSIONAL SERVICES AGREEMENT**PROJECT: OCEANSIDE BOULEVARD SEWER LIFT STATION  
RELOCATION – [908754600712]**

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 INFRASTRUCTURE ENGINEERING CORPORATION, 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 project is more particularly described as follows: CONSULTANT desires to provide professional engineering services for providing detail drawings and technical specifications for the Oceanside Boulevard Sewer Lift Station Relocation (909122900722) as described in the CONSULTANT’S proposal dated June 12, 2014, and listed in the Scope of Services attached hereto as Exhibit A. The project is more particularly described as follows:
  - 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 Water Utilities Director 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 Water Utilities Director, 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 Water Utilities Director may delegate authority in connection with this Agreement to the Water Utilities Director's designees. For the purposes of directing the CONSULTANT'S performance in accordance with this Agreement, the Water Utilities Director delegates authority to Gary Bodman, Water/Wastewater Project 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 outcome of the construction of the project.
- 1.1.4 Design, prepare and submit to the Water Utilities Director, plan details 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 Water Utilities Director, concurrently with the design plans and technical specifications, the following:
  - a. A written estimate of probable construction costs in a detailed bid schedule for each phase.
  - 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 period upon request by Water Utilities Director to include the services listed below:
  - a. Review and make recommendations to requests for clarification from bidding contractors.
  - b. Assist in preparing any required bid addendum.
  - c. Attend the pre-bid meeting.

Oceanside Boulevard Sewer Lift Station  
Relocation – PSA For Design Services

- 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 (Technical 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 Provide access around each reservoir.
  - 1.2.7 Duplicate all final plans and specifications.
  - 1.2.8 Provide all necessary surveying and testing required for design, including geotechnical engineering services if required during construction.
  - 1.2.9 Provide overall project management.
  - 1.2.10 Provide coordination of all inquiries from prospective bidders during the bidding period.
- 2.0 **TIMING REQUIREMENTS**
  - 2.1 Time is of the essence in the performance of work under this Agreement and the following timing requirements shall be strictly adhered to unless otherwise modified in writing as set forth in Section 2.6. Failure by CONSULTANT to strictly adhere to these timing requirements may result in termination of this Agreement by the CITY and the assessment of damages against the CONSULTANT for delays.

Oceanside Boulevard Sewer Lift Station  
Relocation – PSA For Design Services

- 2.2 Phase I CONSULTANT shall prepare and deliver six (6) copies of a Preliminary Design Report within 83 calendar days of the execution of this Agreement. No work shall be performed by CONSULTANT beyond the Phase I stage until the Water Utilities Director has given written approval of the Preliminary Design Report and authorization to perform Phase II.
- 2.3 Phase II CONSULTANT shall prepare and deliver six (6) copies of the 50% preliminary design drawings and preliminary technical specifications within 125 calendar days from the authorization to perform Phase II. No work shall be performed by CONSULTANT beyond Phase II stage until the Water Utilities Director has given authorization to perform Phase III.
- 2.4 Phase III CONSULTANT shall prepare and deliver six (6) copies of the 70% detail drawings and technical specifications within 167 calendar days from the authorization to perform Phase III. No work shall be performed by the CONSULTANT beyond Phase III stage until the Water Utilities Director has given authorization to perform Phase IV.
- 2.5 Phase IV CONSULTANT shall prepare and deliver six (6) copies of the 90% detail drawings, technical specifications, engineer's estimate, and bid schedule within 209 calendar days from the authorization to perform Phase IV. No work shall be performed by the CONSULTANT beyond Phase IV stage until the Water Utilities Director has given authorization to perform Phase V.
- 2.6 Phase V CONSULTANT shall prepare and deliver six (6) copies of the 100% detail drawings, technical specifications, engineer's estimate, and bid schedule within 251 calendar days from the authorization to perform Phase V. No work shall be performed by the CONSULTANT beyond Phase V stage until the Water Utilities Director has given authorization to perform Phase VI.
- 2.7 Phase VI CONSULTANT shall prepare and deliver six (6) copies of the final design plans, mylars, technical specifications, engineer's estimate, and bid schedule to the Water Utilities Director within 286 calendar days of the Water Utilities Director's written authorization to perform Phase VI. No work shall be performed by the CONSULTANT beyond Phase VI stage until the Water Utilities Director has given authorization to perform Phase VII.
- 2.8 Phase VII CONSULTANT shall prepare and deliver six (6) hard copies and two (2) CD's of the Oceanside Boulevard Sewer Lift Station Relocation final design (bid set) detail drawings and technical specifications, final engineer's estimate, final bid schedule, and drawing mylars within 21 calendar days of the Oceanside Boulevard Sewer Lift Station Relocation Phase VI written approval, and the Water Utilities Directors' written request to submit the final documents and mylars.

- 2.9 Phase VIII CONSULTANT shall assist the City with the bid process.
- 2.10 Phase IX CONSULTANT shall prepare and deliver the final As-Built plans for record drawings to the Water Utilities Director within 30 calendar days of the Water Utilities Director's written request.
- 2.11 CONSULTANT shall submit all requests for extensions of time for performance in writing to the Water Utilities Director 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 Water Utilities Director shall review all such requests and may grant reasonable time extensions for unforeseeable delays which are beyond CONSULTANT'S control.
- 2.12 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 at the CONSULTANT'S cost. 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 Water Utilities Director. 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 Water Utilities Director. 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 Water Utilities Director.
- 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 |

|  |              |
|--|--------------|
| <b><u>Automobile Liability Insurance</u></b> | \$ 1,000,000 |
|--|--------------|

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

- 7.3 If coverage is provided through a Commercial General Liability Insurance policy, a minimum of 50% of each of the aggregate limits shall remain available at all times. If over 50% of any aggregate limit has been paid or reserved, the CITY may require additional coverage to be purchases by the CONSULTANT to restore the required limits. The CONSULTANT shall also notify the CITY'S Project Manager promptly of all losses or claims over \$25,000 resulting from work performed under this contract, or any loss or claim against the CONSULTANT resulting from any of the CONSULTANT'S work.
- 7.4 All insurance companies affording coverage to the CONSULTANT for the purposes of this Section shall add the City of Oceanside as "additional insured" under the designated insurance policy for all work performed under this Agreement. Insurance coverage provided to the CITY as an additional insured shall be primary insurance and other insurance maintained by the CITY, its officers, agents and employees shall be excess only and not contributing with insurance provided pursuant to this Section.
- 7.5 All insurance companies affording coverage to the CONSULTANT pursuant to this Agreement shall be insurance organizations authorized by the Insurance Commissioner of the State of California to transact business of insurance in the state or be rated as A-X or higher by A.M. Best.
- 7.6 CONSULTANT shall provide thirty (30) days written notice to the CITY should any insurance policy required by this Agreement be cancelled before the expiration date. For the purposes of this notice requirement, any material change in the policy prior to the expiration shall be considered a cancellation.
- 7.7 CONSULTANT shall provide evidence of compliance with the insurance requirements listed above by providing, at minimum, a Certificate of Insurance and applicable endorsements, in a form satisfactory to the City Attorney, concurrently with the submittal of this Agreement.
- 7.8 CONSULTANT shall provide a substitute Certificate of Insurance no later than thirty (30) days prior to the policy expiration date. Failure by the CONSULTANT to provide such a substitution and extend the policy expiration date shall be considered a default by CONSULTANT and may subject the CONSULTANT to a suspension or termination of work under the Agreement.
- 7.9 Maintenance of insurance by the CONSULTANT as specified in this Agreement shall in no way be interpreted as relieving the CONSULTANT of any responsibility whatsoever and the CONSULTANT may carry, at its own expense, such additional insurance as it deems necessary.

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

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

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

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

- 10.0 **ERRORS AND OMISSIONS.** In the event that the Water Utilities Director 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 Water Utilities Director. CONSULTANT'S compensation for all work performed in accordance with this Agreement shall not exceed the total contract price of \$558,914.

No work shall be performed by CONSULTANT in excess of the total contract price without prior written approval of the Water Utilities Director.

CONSULTANT shall obtain approval by the Water Utilities Director 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.

Oceanside Boulevard Sewer Lift Station  
Relocation – PSA For Design Services

- 13.3 CONSULTANT'S accounting records shall be made available to the Water Utilities Director for verification of billings, within a reasonable time of the Water Utilities Director'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 Water Utilities Director, and based upon the following partial payment schedule:
  - 13.4.1 Prior to submittal and CITY approval of the Preliminary Design Report, partial payments shall not exceed \$128,564.
  - 13.4.2 Prior to submittal and CITY approval of the 50% preliminary design drawings and preliminary technical specifications, partial payments shall not exceed \$323,357.
  - 13.4.3 Prior to submittal and CITY approval of the 70% detail drawings and technical specifications, partial payments shall not exceed \$412,737.
  - 13.4.4 Prior to submittal and CITY approval of the 90% detail drawings, technical specifications, engineer's estimate, and bid schedule, partial payments shall not exceed \$490,157.
  - 13.4.5 Prior to submittal and CITY approval of the 100% detail drawings, technical specifications, engineer's estimate, and bid schedule, partial payments shall not exceed \$517,293.
  - 13.4.6 Prior to submittal and CITY approval of the hard copies and CD's of the Oceanside Boulevard Sewer Lift Station Relocation final design (bid set) detail drawings and technical specifications, final engineer's estimate, final bid schedule, and drawing mylars, partial payments shall not exceed \$536,388.
  - 13.4.7 Prior to completing the bid support for the Oceanside Boulevard Sewer Lift Station Relocation, partial payments shall not exceed \$545,917.
  - 13.4.8 Final payment of \$12,997 shall be made to CONSULTANT upon CONSULTANT's preparation and submittal of record drawings to the satisfaction of the Water Utilities Director.

- 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:**

Cari Dale, Water Utilities Director  
City of Oceanside  
300 North Coast Highway  
Oceanside, CA 92054

**TO CONSULTANT:**

Infrastructure Engineering Corporation  
Preston "Skip" Lewis, P.E.  
301 Mission Avenue, Suite 202  
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
- 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.

Oceanside Boulevard Sewer Lift Station  
Relocation – PSA For Design Services

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:

INFRASTRUCTURE ENGINEERING CORPORATION

CITY OF OCEANSIDE

By: *Robert S. Weber*  
Name/Title *Robert S. Weber, president*

By: \_\_\_\_\_  
Steven R. Jepsen, City Manager

Date: *7/29/14*

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

By: *Jim Sun / Secretary*  
Name/Title

APPROVED AS TO FORM:

Date: *7/20/14*

*Robert James Olson, ASST.*  
City Attorney

*01-0617154*  
Employer ID No.

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

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**  
**CIVIL CODE § 1189**

State of California

County of SAN DIEGO

On JULY 21, 2014 before me, NANCY M. CARLISLE, NOTARY PUBLIC  
Date Here Insert Name and Title of the Officer

personally appeared ROBERT S. WEBER  
Name(s) of Signer(s)



Place Notary Seal Above

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: Nancy M. Carlisle  
Signature of Notary Public

**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: \_\_\_\_\_ Document Date: \_\_\_\_\_

Number of Pages: \_\_\_\_\_ Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_ Signer's Name: \_\_\_\_\_

- |  |  |
|--|--|
| <input type="checkbox"/> Corporate Officer — Title(s): _____   | <input type="checkbox"/> Corporate Officer — Title(s): _____   |
| <input type="checkbox"/> Partner — <input type="checkbox"/> Limited <input type="checkbox"/> General | <input type="checkbox"/> Partner — <input type="checkbox"/> Limited <input type="checkbox"/> General |
| <input type="checkbox"/> Individual <input type="checkbox"/> Attorney in Fact                        | <input type="checkbox"/> Individual <input type="checkbox"/> Attorney in Fact                        |
| <input type="checkbox"/> Trustee <input type="checkbox"/> Guardian or Conservator                    | <input type="checkbox"/> Trustee <input type="checkbox"/> Guardian or Conservator                    |
| <input type="checkbox"/> Other: _____  | <input type="checkbox"/> Other: _____  |

Signer Is Representing: \_\_\_\_\_ Signer Is Representing: \_\_\_\_\_

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**  
**CIVIL CODE § 1189**

State of California

County of SAN DIEGO }

On JULY 21, 2014 before me, NANCY M. CARLISLE NOTARY PUBLIC  
Date Here Insert Name and Title of the Officer

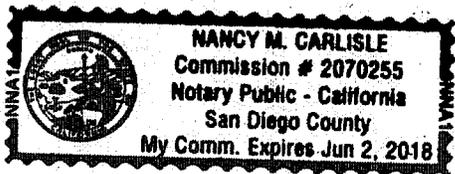
personally appeared VICKI E. SHAW  
Name(s) of Signer(s)

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: Nancy M. Carlisle  
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: \_\_\_\_\_ 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): \_\_\_\_\_

Partner —  Limited  General  Partner —  Limited  General

Individual  Attorney in Fact  Individual  Attorney in Fact

Trustee  Guardian or Conservator  Trustee  Guardian or Conservator

Other: \_\_\_\_\_  Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_ Signer Is Representing: \_\_\_\_\_

Exhibit A



June 12, 2014

Interchange Engineering Corporation

**Oceanside Boulevard Sewer Lift Station Relocation [909122900722]**

**Scope of Work**

**Task 1 – Project Management and Administration**

IEC will provide overall project management and administration for the duration of the project.

- **Management and Administration:** IEC will prepare a detailed project schedule with tasks, durations and milestones and will review and update the schedule monthly for the duration of the project. IEC will also provide progress reports to the City in accordance with the RFP and prepare reports and provide services necessary to support the processing, approval, bidding, award, and construction of the project.
- **Kick-Off and Design Review Meetings and Coordination:** IEC will schedule and attend the Initial/Kick-Off Meeting with the City and appropriate subconsultants, and design review meetings monthly throughout design. The purpose of the Kick-Off Meeting will be to introduce project team members; establish lines of communication; discuss the scope of work and schedule; and request available documents from the City that are relevant to the project. The purpose of the design review meetings will be to address all design, administrative and management elements necessary to complete the scope of work within the required timeframe as described in the RFP. IEC will also schedule weekly telephone conferences to keep the City informed of the project status and to discuss outstanding issues. IEC will prepare meeting agendas and minutes within the time requirements specified in the RFP. IEC and appropriate members of the design team shall meet and coordinate with agencies and/or groups that either have jurisdiction, oversight, or interest in the project. We will maintain close communication among the City, subconsultants, jurisdictional agencies, and utility companies; pay special attention to salient project factors; and provide timely project status updates to the City.

**Task 2 – Environmental and Community Outreach**

- **CEQA Document Preparation and Circulation:** Based on the assumptions discussed in our Approach section, the matrix below summarizes our proposed scope of work to prepare the project IS/MND and see the City through CEQA environmental review.

| Activities   | Deliverables  |
|--|---|
| <b>CEQA Start-Up</b>   |   |
| <ul style="list-style-type: none"> <li>• Conduct project kick-off meeting with City staff to transfer information and finalize CEQA approach; this will include discussion of City's protocols/preferences for noise, air quality, and greenhouse gas impact analysis, and decision about whether to provide for a second administrative draft review</li> <li>• Work with City to identify appropriate CEQA noticing radius and generate project mailing list</li> <li>• We assume that City will provide the most current version of the City's IS/MND template, but we can use our standard inhouse version if preferred</li> </ul> | <ul style="list-style-type: none"> <li>• CEQA noticing area map for City review</li> <li>• CEQA noticing list (mailing list generated from SanGIS parcel ownership data)</li> </ul>   |
| <b>Administrative Draft IS and Proposed MND</b>  |   |
| <ul style="list-style-type: none"> <li>• Prepare administrative draft IS and proposed MND consistent with requirements of CEQA, the state <i>CEQA Guidelines</i>, and City protocols and preferences</li> <li>• Deliver draft IS/MND in hard copy and Word format for easy review; we assume City will provide a single collated comment set with any internal discrepancies resolved, to provide clear guidance for revisions</li> <li>• Meet with City staff to discuss the draft, receive feedback, and identify any revisions needed to develop the screencheck IS</li> </ul>  | <ul style="list-style-type: none"> <li>• Draft and final Notice of Intent to Adopt a Mitigated Negative Declaration (PDF)</li> <li>• Administrative Draft IS/MND, including supporting technical reports for biological and cultural resources (PDF, 5 bound hard copies, and Word files if requested)</li> <li>• Please note that a second administrative draft can be provided as an optional work item if desired</li> </ul> |



| Activities  | Deliverables  |
|---|---|
| <b>Additional CEQA Technical Studies</b>  |   |
| <ul style="list-style-type: none"> <li>◦ If requested by City, prepare noise and/or air quality and greenhouse gas emissions technical studies to support the project IS/MND</li> </ul>   | <ul style="list-style-type: none"> <li>◦ If authorized, Administrative Draft technical reports will be submitted as a component of the Administrative Draft IS/MND and will follow the same revision assumptions and schedule</li> </ul>  |
| <b>Screencheck and Public Review IS/MND</b>   |   |
| <ul style="list-style-type: none"> <li>* Based on City review comments, revise administrative draft IS/MND and deliver screencheck IS allowing City reviewers to verify that all changes have been incorporated appropriately. We suggest delivering the screencheck IS/MND in PDF format to reduce costs</li> <li>* Following City approval of the screencheck IS/MND, reproduce public/agency review IS and submit to State Clearinghouse</li> <li>* Conduct CEQA noticing on City's behalf</li> <li>* Attend one public meeting during IS review period; present IS findings and assist City staff in responding to questions. Provide meeting notes documenting public comments (informal transcript and/or flipchart format recommended; we can augment our cost slightly to provide court reporter services if a formal transcript is desired)</li> </ul>   | <ul style="list-style-type: none"> <li>◦ Screencheck public review IS/MND (PDF format);</li> <li>◦ Public review IS/ND (up to 25 bound hard copies and 1 CD copy); draft and revised Notice of Completion for submittal to State Clearinghouse</li> <li>◦ Public meeting PowerPoint presentation</li> <li>◦ Meeting notes (PDF or Word format)</li> </ul> |
| <b>Consideration of Comments</b>  |   |
| <ul style="list-style-type: none"> <li>◦ Following close of IS review period, meet with City staff to discuss comments received and develop response approaches</li> <li>◦ Prepare concise Comments and Responses memorandum that itemizes the comments received and provides a brief but thorough consideration or response for each comment; based on the project's nature and location, we have provided for a moderate level of comment and have assumed that no new analysis will be needed</li> <li>* Deliver draft Comments and Responses memorandum for City review</li> <li>* Revise Comments and Responses memorandum based on up to two rounds of City review comments and provide a final version for City administrative record files</li> </ul>   | <ul style="list-style-type: none"> <li>◦ Draft <i>Comments and Responses</i> memorandum (Word format)</li> <li>◦ Revised Draft <i>Comments and Responses</i> memorandum (Word format)</li> <li>* Final <i>Comments and Responses</i> memorandum (PDF format; up to 10 hard copies if requested)</li> </ul>  |
| <b>MMRP, Final MND, NOD, and Filing</b>   |   |
| <ul style="list-style-type: none"> <li>* Prepare and deliver draft Mitigation Monitoring and Reporting Plan (MMRP) for City review</li> <li>◦ Revise MMRP based on up to two rounds of City review comments and provide a final version for City files and use</li> <li>* MMRP is assumed to be provided in matrix format with action, responsible party(ies), implementation timing, and follow-up actions and responsibilities clearly identified</li> <li>* Prepare the final MND form incorporating any revisions based on City input</li> <li>* Prepare draft Notice of Determination (NOD), revise once based on City review</li> <li>* Assist with MND adoption; if requested, attend City Council meeting to present IS findings, discuss public and agency comments and City responses, and assist staff in responding to questions related to project CEQA compliance</li> <li>◦ Assist with NOD filing if requested</li> </ul> | <ul style="list-style-type: none"> <li>◦ Draft MMRP (Word format)</li> <li>* Revised Draft MMRP (Word format)</li> <li>◦ Final MMRP (PDF format)</li> <li>◦ Final MND form (PDF format)</li> <li>◦ Draft and revised NOD (PDF format; hard copies of final NOD if requested)</li> </ul>   |

- **Environmental/Engineering Cross-Over:** This task provides for IEC's environmental staff to assist the design team in incorporating CEQA mitigation requirements into the project construction documents, using straightforward, contractor-friendly language for ease of implementation. We assume that CEQA review will be completed at or following the 65% design milestone, with mitigation incorporated into subsequent submittals.

- **Community Outreach:**

**Design-Phase Outreach Action Plan:** This task provides for IEC's outreach lead to work with City staff to develop details of the outreach program. We will deliver the Outreach Action Plan in a concise matrix format that captures your preferred outreach goals, "sideboards", and messaging; summarizes the agreed-on approach to outreach; lays out the outreach timeline; and defines roles and responsibilities for outreach implementation. We anticipate delivery of draft and final Plans in PDF format.

**Initial Small-Group Meetings:** We have provided for four initial small-groups meetings, each targeting one of the project neighbors identified above. We will develop a brief, informal PowerPoint or poster board presentation to support meeting dialogue, will assist in presenting the project and responding to questions, and will provide a meeting transcript.

**Initial General Community Meeting:** For the initial general community meeting, we will provide the following supporting materials, and will attend, facilitate, and assist in presenting the project and responding to resident inquiries.

- ✓ PowerPoint presentation and illustrative poster boards
- ✓ Meeting signage
- ✓ Attendance roster and attendee contact information
- ✓ Comment cards enabling written comments from meeting attendees
- ✓ Translation services, if needed

Meeting materials will be bilingual in Spanish and English if desired, and can also include other languages if appropriate. We will also provide onsite translation services for Spanish, Tagalog, and/or Asian languages if requested.

Following each meeting, we will deliver a list of meeting attendees and a complete set of meeting notes/minutes, including a summary of all verbal and written comments and inquiries received. If desired, we can also provide response tracking to document City responses to community inquiries.

**Follow-Up Meetings:** Based on outcomes of the initial small and large-group meetings, we will work with you to identify and implement the best approach for follow-up. This item provides for up to 3 small-group follow-up meetings and 1 large group follow-up meetings with the same level of support described for the initial meetings.

**Outreach Summary Memorandum:** Following the completion of the public outreach program, this task provides for our outreach services team to prepare a concise file memorandum documenting the outreach process and summarizing the input received and the actions taken in response. The memorandum will be suitable for incorporation with the information packet prepared for City Council approvals. We will deliver the memorandum as a Word-format draft for ease of City review, will revise based on City review, and will provide a final version in PDF and, if requested, hard copy.



**Optional Task - Construction Phase Outreach:** As part of our construction phase services, we would be happy to provide continuing outreach support, to keep the project neighbors and larger community apprised of progress, answer questions, and assist the City in responding to any concerns that may arise. This effort could include any or all of the following types of services, depending on City preferences:

- ✓ Continuing website presence, with construction updates
- ✓ Preconstruction notices
- ✓ Preconstruction doorhangers
- ✓ Preconstruction and milestone community meetings
- ✓ E-mail updates
- ✓ Social media (Facebook, Twitter, Google+) presence and updates
- ✓ Construction hotline services

If any of these types of support are desired, we will craft a scope and budget specific to the services requested, for your review and approval.

### Task 3 – Preliminary Design Report

- \* **Data Collection & Review:** IEC will research and obtain available documentation, reports, utility plans, record drawings, and survey records pertaining to existing improvements related to and surrounding the proposed lift station. IEC adheres to a very thorough and methodical utility research program for every design project that begins upon receipt of the Contract and continues through completion of the final design.
- \* **Design Survey:** We will obtain aerial photography and perform detailed survey for the project. Aerial base mapping will be prepared with 1-foot contour intervals. Horizontal and vertical datums shall be NAD83 and NGVD29 or as otherwise requested by the City. Easements, right-of-way, and property lines will be mapped per record information. Where accessible, rim and invert elevations of storm drains and sanitary sewers (if present) and other existing structures will be field surveyed including existing water services, valves, limits of concrete cross gutters, utility markout paint (we will coordinate our field survey to be after the USA markout to be performed in conjunction with the geotechnical investigation).

Upon receipt of the survey, potential easement and right of way issues will be discussed with the City. Although not anticipated for this project based on the project description and not included as part of this proposal, the acquisition of easements and right-of-way document preparation can be handled as an additional service if necessary.

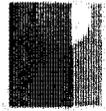
- \* **Surge Analysis:** Flow Science, Inc. will perform surge analysis using simulations of pump power failure and startup of the lift station under maximum flow conditions under high and low water hammer wave speeds. A detailed report will be prepared describing the results of the analysis and recommendations for the safe operation of the system, including necessary figures, assumptions, data, and other pertinent information used in the analysis.

Preparation of the preliminary design report will include the following:

- ✓ An update to the City's existing Preliminary Memo by Daniel Boyle Engineering (DBE) "Relocation of Oceanside Boulevard Lift Station", dated May 6, 1999.
- ✓ Consideration of City staff requirements for equipment, features, and controls
- ✓ Recommendation for the required pump capacity(s)
- ✓ Evaluation of existing force-main capacity
- ✓ Recommendations for sizing of major mechanical and electrical components, wet-well, and overflow tank(s)
- ✓ Proposed site layout
- ✓ Proposal for community outreach approach
- ✓ Surge analysis report including recommendation for mitigating potential surge pressures
- ✓ Site topographic survey including the City's parcel and areas of Oceanside Blvd; horizontal and vertical control
- ✓ Requirements for and schedule of new SDG&E service
- ✓ Survey of existing station's hazardous materials and report on proposed abatement measures
- ✓ Utility research and conflict check

#### Task 4 – Final Design

- **Geotechnical Investigation:** Taylor Group, Incorporated (TGI) will perform a geotechnical investigation to be developed as an integral part of the design of all proposed facilities. The level of effort involved will allow TGI to evaluate the pertinent geotechnical parameters. TGI will provide a geotechnical report, prepared by a registered geotechnical engineer in the State of California, for the project describing test methods, results and conclusions. The investigation will consist of the following:
  - **Project Set-up:** TGI will establish possible boring locations and contact Underground Service Alert (USA) to locate and mark utilities in the drilling area. TGI will coordinate with the City of Oceanside and utility companies and secure encroachment permits for subsurface exploration work. TGI will submit traffic control sketches for subsurface exploration within the public right-of-way and pay encroachment permit fees.
  - **Subsurface Exploration:** Drill three (3) borings to depths of 20 to 40 feet below the ground surface. The equipment used for subsurface exploration will be capable of drilling through asphalt concrete and Portland cement concrete pavements. Soil samples will be collected at regular depth intervals for visual classification and laboratory tests. The borings will be backfilled with soil cuttings and the top surface patched in-kind with existing paving material. If groundwater is encountered within the anticipated depth of excavation, install a 2" well in 1 boring to allow performance of slug test to estimate dewatering parameters.
  - **Laboratory Testing:** Soil samples will be tested and evaluated for their engineering properties including moisture content and density of in-situ soil samples, sieve analysis, modified proctor, expansion index, sand equivalent, pH, chloride, sulfate and electrical resistivity, direct shear and consolidation.



- ☒ **Engineering Analysis and Report:** The report will summarize the project approach, field investigation, laboratory tests and results, analysis of field and lab data and provide recommendations for construction. The report will include conclusions and recommendations regarding:
- ✓ Site and subsurface conditions including geotechnical cross sections through the site including stratigraphy and depth to groundwater;
  - ✓ Summary of geotechnical design parameters;
  - ✓ Detailed geotechnical recommendations for design and construction of the following:
    - o Site work/earthwork recommendations including:
      - temporary excavations;
      - preliminary OSHA excavation classification;
      - shoring;
      - dewatering;
      - remedial earthwork;
      - pipeline construction recommendations;
    - o Retaining wall design parameters and recommendations including:
      - design earth pressures (static and seismic);
      - recommended wall types;
      - wall footings;
      - general construction recommendations.
    - o Foundation design parameters and recommendations including allowable bearing pressures:
      - Seismic design parameters.
      - Pavement recommendations
  - ✓ General geotechnical recommendations related to abandonment of the existing lift station at 1664 Oceanside Blvd.
- \* **50% Design Submittal:** Based on the survey, utility research, and the geotechnical investigation, we will develop the 50% Design Submittal and submit for City review. The submittal package will include construction drawings and a specification outline.
- \* **70% Design Submittal:** Upon receipt of City review comments on the 50% Design, we will update the plans, and prepare specifications, a construction cost estimate and bid schedule. The design will be accordance to the City's Water Utilities Manual, AWWA and other industry standards. IEC will utilize the City front end documents and will prepare the CSI-format technical specifications using City standards where applicable.
- \* **90% Design Submittal:** Upon receipt of City review comments on the 70% Design, we will update the plans, specifications, construction cost estimate, and bid schedule.
- \* **100% Design Submittal:** The 100% Design Submittal will include plans, specifications, construction cost estimate, and bid schedule with incorporated review comments from prior submittals in accordance with City requirements. The final submittal shall include six (6) sets of drawings, specifications, construction cost estimate, and bid schedule.

- 
- **Final Bid Set Submittal:** The Final Bid Set Submittal will incorporate agreed upon review comments from prior submittals in accordance with City requirements. The final submittal shall include:
    - ✓ Signed mylars, specifications, construction cost estimate, and bid schedule
    - ✓ Two electronic copies of deliverables in the formats specified in the RFP (Microsoft Word, Excel; AutoCAD)

#### Task 5 – Bid Phase Services

During the pre-construction (bid) phase we will assist the City to resolve technical issues and provide interpretations of the Contract Documents. It is assumed that the City will field all inquiries and correspondence with potential bidders. IEC will provide the following services:

- **Pre-bid Meeting:** We will attend and participate in the pre-bid meeting.
- **Contractor questions:** Respond to written questions.
- **Addendum:** Prepare one contract addendum.
- **Review bids and provide recommendation for award.**

#### Task 6 – As-Built Record Drawings

IEC will prepare as-built record drawings based on the City supplied redlined plan set. Final record drawing mylars and electronic record drawings will be delivered to the City upon completion of the revisions. Record drawings will be submitted to the City in electronic (AutoCAD) format at the conclusion of the project.

**FEE SUMMARY**  
**City of Oceanside**  
**OCEANSIDE BOULEVARD SEWER LIFT STATION RELOCATION**  
**[909122900722]**

| Task/<br>Subtask<br>Number | Classification                                       | Principal<br>Name | Technical<br>Advisor<br>Rate | Project<br>Manager<br>Rate | Design<br>Manager<br>Rate | Project<br>Engineer<br>Rate | Mechanical<br>Design/Coord<br>Rate | Civil<br>Design/Coord<br>Rate | Environmental<br>Project<br>Manager<br>Rate | Environmental<br>Specialist I<br>Rate | Project<br>Surveyor<br>Rate | Survey 2<br>After Rfid/<br>Crew | Word<br>Processor<br>Rate | Subtask<br>Labor<br>Hours | Subtask<br>Labor<br>Cost | Direct<br>Cost | Sub-<br>Contract | Total Cost |          |          |          |         |         |         |       |       |          |         |         |          |           |           |
|----------------------------|--|-------------------|------------------------------|----------------------------|---------------------------|-----------------------------|------------------------------------|-------------------------------|---|---------------------------------------|-----------------------------|---------------------------------|---------------------------|---------------------------|--------------------------|----------------|------------------|------------|----------|----------|----------|---------|---------|---------|-------|-------|----------|---------|---------|----------|-----------|-----------|
|                            |  |                   |                              |                            |                           |                             |                                    |                               |   |                                       |                             |                                 |                           |                           |                          |                |                  |            | Rate     | Rate     | Rate     | Rate    | Rate    | Rate    | Rate  | Rate  | Rate     | Rate    | Rate    | Rate     | Rate      | Rate      |
| TASK 1                     | Task/ Subtask Description Summary                    | Rob Weber, P.E.   | \$200.00                     | \$180.00                   | \$180.00                  | \$140.00                    | \$140.00                           | \$140.00                      | \$140.00                                    | \$140.00                              | \$140.00                    | \$140.00                        | \$140.00                  | 4                         | \$5,060                  | \$250          | \$0              | \$5,310    |          |          |          |         |         |         |       |       |          |         |         |          |           |           |
| 1.1                        | Management and Administration                        |                   | 4                            | 8                          | 8                         | 8                           |                                    |                               |   |                                       |                             |                                 | 4                         |                           |                          |                |                  | \$5,310    |          |          |          |         |         |         |       |       |          |         |         |          |           |           |
| 1.2                        | Meetings and Coordination                            |                   | 4                            | 48                         | 48                        | 48                          |                                    |                               |   |                                       |                             |                                 |                           | 148                       | \$24,320                 | \$500          | \$0              | \$24,820   |          |          |          |         |         |         |       |       |          |         |         |          |           |           |
| TASK 2                     | ENVIRONMENTAL & COMMUNITY OUTREACH                   |                   |                              |                            |                           |                             |                                    |                               |   |                                       |                             |                                 |                           |                           |                          |                |                  | \$77,756   |          |          |          |         |         |         |       |       |          |         |         |          |           |           |
| 2.1                        | CEQA Review and Approvals                            |                   |                              |                            |                           | 24                          |                                    | 48                            |   | 184                                   |                             |                                 |                           | 744                       | \$30,720                 | \$5,466        | \$6,300          | \$42,486   |          |          |          |         |         |         |       |       |          |         |         |          |           |           |
| 2.2                        | Environmental/Engineering Cross-Over                 |                   |                              |                            |                           | 4                           |                                    | 28                            |   | 24                                    |                             |                                 |                           | 30                        | \$3,660                  | \$0            | \$0              | \$3,660    |          |          |          |         |         |         |       |       |          |         |         |          |           |           |
| 2.3                        | Community Outreach                                   |                   |                              |                            |                           | 64                          |                                    | 16                            |   | 128                                   |                             |                                 |                           | 106                       | \$26,360                 | \$5,250        | \$0              | \$31,610   |          |          |          |         |         |         |       |       |          |         |         |          |           |           |
| TASK 3                     | PRELIMINARY DESIGN REPORT                            |                   |                              |                            |                           |                             |                                    |                               |   |                                       |                             |                                 |                           |                           |                          |                |                  | \$61,208   |          |          |          |         |         |         |       |       |          |         |         |          |           |           |
| 3.1                        | Data Collection & Review                             |                   |                              |                            |                           | 4                           |                                    | 8                             |   |                                       |                             |                                 |                           |                           |                          |                |                  | \$11,880   |          |          |          |         |         |         |       |       |          |         |         |          |           |           |
| 3.2                        | Design Survey  |                   |                              |                            |                           | 2                           |                                    | 2                             |   |                                       |                             |                                 |                           |                           |                          |                |                  | \$4,446    |          |          |          |         |         |         |       |       |          |         |         |          |           |           |
| 3.3                        | Surge Analysis (Flow Science)                        |                   |                              |                            |                           | 4                           |                                    | 8                             |   |                                       |                             |                                 |                           |                           |                          |                |                  | \$8,274    |          |          |          |         |         |         |       |       |          |         |         |          |           |           |
| 3.4                        | Preliminary Design Report                            |                   |                              |                            |                           | 64                          |                                    | 16                            |   |                                       |                             |                                 |                           | 148                       | \$22,220                 | \$500          | \$4,134          | \$30,854   |          |          |          |         |         |         |       |       |          |         |         |          |           |           |
| TASK 4                     | FINAL DESIGN   |                   |                              |                            |                           |                             |                                    |                               |   |                                       |                             |                                 |                           |                           |                          |                |                  | \$367,294  |          |          |          |         |         |         |       |       |          |         |         |          |           |           |
| 4.1                        | Geotechnical Report                                  |                   |                              |                            |                           | 4                           |                                    | 8                             |   |                                       |                             |                                 |                           |                           |                          |                |                  | \$26,702   |          |          |          |         |         |         |       |       |          |         |         |          |           |           |
| 4.2                        | 50% Design Submittal                                 |                   |                              |                            |                           | 64                          |                                    | 128                           |   |                                       |                             |                                 |                           | 6                         | \$880                    | \$0            | \$0              | \$43,840   |          |          |          |         |         |         |       |       |          |         |         |          |           |           |
| 4.3                        | 70% Design Submittal                                 |                   |                              |                            |                           | 64                          |                                    | 128                           |   |                                       |                             |                                 |                           | 16                        | \$43,340                 | \$500          | \$0              | \$43,840   |          |          |          |         |         |         |       |       |          |         |         |          |           |           |
| 4.4                        | 80% Design Submittal                                 |                   |                              |                            |                           | 48                          |                                    | 96                            |   |                                       |                             |                                 |                           | 16                        | \$31,880                 | \$500          | \$0              | \$31,880   |          |          |          |         |         |         |       |       |          |         |         |          |           |           |
| 4.5                        | 100% Design Submittal                                |                   |                              |                            |                           | 16                          |                                    | 48                            |   |                                       |                             |                                 |                           | 16                        | \$15,250                 | \$500          | \$0              | \$15,750   |          |          |          |         |         |         |       |       |          |         |         |          |           |           |
| 4.6                        | Final Bid Set Submittal                              |                   |                              |                            |                           | 12                          |                                    | 16                            |   |                                       |                             |                                 |                           | 99                        | \$7,460                  | \$250          | \$0              | \$7,710    |          |          |          |         |         |         |       |       |          |         |         |          |           |           |
| 4.7                        | Structural Design (Bayes & Patel)                    |                   |                              |                            |                           | 4                           |                                    | 8                             |   |                                       |                             |                                 |                           | 0                         | \$0                      | \$0            | \$0              | \$40,916   |          |          |          |         |         |         |       |       |          |         |         |          |           |           |
| 4.8                        | Architectural Design (ADesign)                       |                   |                              |                            |                           | 4                           |                                    | 8                             |   |                                       |                             |                                 |                           | 0                         | \$0                      | \$0            | \$0              | \$27,615   |          |          |          |         |         |         |       |       |          |         |         |          |           |           |
| 4.9                        | Electrical Design (EP)                               |                   |                              |                            |                           | 4                           |                                    | 8                             |   |                                       |                             |                                 |                           | 0                         | \$0                      | \$0            | \$0              | \$38,694   |          |          |          |         |         |         |       |       |          |         |         |          |           |           |
| 4.10                       | Instrumentation and Control Design (ISP Automation)  |                   |                              |                            |                           | 4                           |                                    | 8                             |   |                                       |                             |                                 |                           | 0                         | \$0                      | \$0            | \$0              | \$33,600   |          |          |          |         |         |         |       |       |          |         |         |          |           |           |
| 4.11                       | Landscape Architectural Design (Daeidius)            |                   |                              |                            |                           | 4                           |                                    | 8                             |   |                                       |                             |                                 |                           | 0                         | \$0                      | \$0            | \$0              | \$9,232    |          |          |          |         |         |         |       |       |          |         |         |          |           |           |
| 4.12                       | Traffic Engineering (RCE Engineering)                |                   |                              |                            |                           | 4                           |                                    | 8                             |   |                                       |                             |                                 |                           | 6                         | \$880                    | \$0            | \$4,725          | \$5,605    |          |          |          |         |         |         |       |       |          |         |         |          |           |           |
| 4.13                       | Hazardous Material Testing/Reporting (HAM, PH, Labs) |                   |                              |                            |                           | 4                           |                                    | 8                             |   |                                       |                             |                                 |                           | 6                         | \$880                    | \$0            | \$1,890          | \$2,770    |          |          |          |         |         |         |       |       |          |         |         |          |           |           |
| TASK 5                     | BID PHASE SERVICES                                   |                   |                              |                            |                           |                             |                                    |                               |   |                                       |                             |                                 |                           |                           |                          |                |                  | \$9,569    |          |          |          |         |         |         |       |       |          |         |         |          |           |           |
| 5.1                        | AS-BUILT CONSTRUCTION DRAWINGS                       |                   |                              |                            |                           | 16                          |                                    | 16                            |   |                                       |                             |                                 |                           |                           |                          |                |                  | \$12,997   |          |          |          |         |         |         |       |       |          |         |         |          |           |           |
| Task Subtotal - Hours      |  |                   |                              |                            |                           |                             |                                    |                               |   |                                       |                             |                                 |                           |                           | 134                      | \$32           |                  |            |          |          |          |         |         |         |       |       |          |         |         |          |           |           |
| Task Subtotal - Costs      |  |                   |                              |                            |                           |                             |                                    |                               |   |                                       |                             |                                 |                           |                           | \$25,460                 | \$69,160       | \$31,360         | \$50,320   | \$31,360 | \$33,280 | \$49,950 | \$2,470 | \$4,400 | \$2,470 | \$105 | \$208 | \$33,280 | \$3,400 | \$2,470 | \$15,662 | \$257,332 | \$558,914 |

**TOTAL NOT TO EXCEED FEE: \$558,914**

\*Optional Construction Phase Services Available:  
1. Inspection  
2. Engineering Support  
3. Surveying  
4. Community Outreach



| Company                                | Address                            | City      | State | Zip   | Contact         |
|--|------------------------------------|-----------|-------|-------|-----------------|
| Carollo Engineers                      | 615 South Tremont Street           | Oceanside | CA    | 92054 | Jeff Thornbury  |
| Infrastructure Engineering Corporation | 301 Mission Avenue, Suite 202      | Oceanside | CA    | 92054 | Rob Weber       |
| NV5                                    | 1029 Gallery Drive                 | Oceanside | CA    | 92057 | Julian Palacios |
| Parc Civil                             | 301 Mission Avenue, Suite 202a     | Oceanside | CA    | 92054 | Amy Czajkowski  |
| RMC Water and Environmental            | 603 Seagaze Drive, #125            | Oceanside | CA    | 92054 | Scott Goldman   |
| Tetra Tech                             | P.O. Box 5088                      | Oceanside | CA    | 92052 | Howard Arnold   |
| AKM Consulting Engineers               | 553 Wald                           | Irvine    | CA    | 92618 | Zeki Kayiran    |
| Dudek & Associates                     | 605 Third Street                   | Encinitas | CA    | 92024 | Cheryl Gunther  |
| Harris & Associates                    | 750 B Street, Suite 1800           | San Diego | CA    | 92101 | Javier Saunders |
| Kleinfelder                            | 9968 Hibert Street, 2nd Floor      | San Diego | CA    | 92131 | Hank Gentile    |
| Moffatt & Nichol                       | 1660 Hotel Circle North, Suite 500 | San Diego | CA    | 92108 | Victor Tirado   |
| O'Day Consultants                      | 2710 Loker Avenue West, Suite 100  | Carlsbad  | CA    | 92010 | Patrick O'Day   |
| RBF Consulting                         | 9755 Clairemont Mesa Boulevard     | San Diego | CA    | 92124 | John Harris     |

EXHIBIT "D"

CONSULTANT PROPOSAL - RATING FORM

NAME OF FIRM: A) NV5; B) Dudek; C) IEC; D) Tetra Tech DATE: 7/1/2014  
 PROJECT: Oceanside Boulevard Sewer Lift Station Relocation Design PROJECT NO.: 909122900722

| ITEM   | POINTS     | CONSULTANT'S RATING |           |           |           |
|--|------------|---------------------|-----------|-----------|-----------|
|  |            | A                   | B         | C         | D         |
| <b>I. QUALIFICATIONS OF FIRM AND MEMBERS</b>   |            |                     |           |           |           |
| A. Specialized expertise of members  | 15         | 14                  | 14        | 14        | 14        |
| B. Adequacy of staff and resources.  | 15         | 15                  | 14        | 13        | 12        |
| <b>II. PERFORMANCE OF WORK SIMILAR IN CHARACTER</b>  |            |                     |           |           |           |
| A. Comparable work (local area preferred).   | 10         | 7                   | 9         | 8         | 7         |
| B. Proposal submitted by Oceanside firm.   | 6          | 5                   | 0         | 6         | 4         |
| C. Proposal included an Oceanside firm as part of a consulting team.                       | 4          | 3                   | 4         | 4         | 4         |
| D. Additional points based on abilities, qualifications, and commitment of Oceanside firm. | 5          | 2                   | 1         | 3         | 2         |
| <b>III. ABILITY TO PROVIDE SERVICES</b>  |            |                     |           |           |           |
| A. Ability to complete job on time.  | 10         | 8                   | 8         | 9         | 9         |
| <b>IV. QUALITY OF PROPOSAL</b>   |            |                     |           |           |           |
| A. Satisfactorily address all objectives.  | 10         | 8                   | 10        | 10        | 8         |
| B. Provide additional amplifying information.  | 5          | 3                   | 5         | 5         | 2         |
| C. Presentation, clarity, neatness.  | 5          | 5                   | 4         | 5         | 5         |
| <b>V. WORK PERFORMANCE FOR THE CITY</b>  |            |                     |           |           |           |
| A. No work in past 12 months.  | 10         |                     |           |           |           |
| B. Work in past 12 months - deductions based on Contract amount.                           |            | 5                   | 5         | 2         | 4         |
| <b>VI. PRICE</b>   |            |                     |           |           |           |
| A. Overall cost.   | 10         | \$549,030           | \$648,643 | \$558,914 | \$686,441 |
| <b>TOTALS:</b>   | <b>105</b> | <b>85</b>           | <b>82</b> | <b>88</b> | <b>78</b> |

RANKING: 1 IEC RATED BY: Gary Bodman, Water/Wastewater Proj. Manager  
2 NV5 Name/Title: Greg Keppler, Water/Wastewater Proj. Manager  
3 Dudek Name/Title: Mark Anderson, Division Manager  
4 Tetra Tech Name/Title: \_\_\_\_\_