

STAFF REPORT*CITY OF OCEANSIDE*

DATE: April 1, 2015

TO: Honorable Mayor and City Councilmembers

FROM: Water Utilities Department

SUBJECT: **AWARD OF CONTRACT FOR THE CONSTRUCTION OF THE ROBERT A. WEESE FILTRATION PLANT SOLID HANDLING LAGOONS PROJECT; AND APPROVAL OF A PROFESSIONAL SERVICES AGREEMENT WITH CAROLLO ENGINEERS FOR ENGINEERING SUPPORT SERVICES DURING CONSTRUCTION AND APPROVAL OF A PROFESSIONAL SERVICES AGREEMENT WITH TETRA TECH FOR CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES**

SYNOPSIS

Staff recommends that the City Council award a contract in an amount not to exceed \$4,072,486 to SCW Contracting of Fallbrook, for construction of the Robert A. Weese Filtration Plant Solids Handling Lagoons project; approve a Professional Services Agreement with Carollo Engineers of Oceanside in an amount not to exceed \$107,137 for engineering support services during construction; approve a Professional Services Agreement with Tetra Tech of Oceanside in an amount not to exceed \$193,440 for construction management and inspection services for the project; and authorize the City Manager to execute the agreements upon receipt of all supporting documents.

BACKGROUND

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

The City contracted with Carollo Engineers for the design of projects identified in the Facility Needs Assessment for the Plant. The Solids Handling Lagoons project was identified as the highest priority project for the facility. Priority is based on the critical nature of the work, potential project advantages, and operational efficiency increases.

This Project will replace the existing solids handling lagoons and allow the Plant to more efficiently handle solids produced by the Plant processes and store them on-site for removal and off-site disposal.

The City Council approved an agreement with Carollo Engineers of Oceanside in December 2013 to prepare the plans and specifications for the Robert A. Weese Filtration Plant Solids Handling Lagoons project. The design included new solids handling lagoons, new pumping stations and associated piping and valves to accompany the lagoons. The existing solids handling lagoons do not provide the necessary settlement due to their age and condition. New solids handling lagoons are necessary to provide proper treatment and compliance with the Department of Public Health standards. Staff has worked closely with treatment plant personnel to evaluate and coordinate the solids handling processes during construction to ensure there are no interruptions to the plant production. The plans and specifications were completed in August 2014.

ANALYSIS

The City Council authorized the City Engineer to call for bids on January 7, 2015. On February 26, 2015, five bids were received and publically opened for the project. The apparent low bidder is SCW Contracting of Fallbrook, with a bid in the amount of \$4,072,486 (Exhibit A). Staff has reviewed the bid documents submitted by SCW Contracting and finds that its bid, bid bond, and references are in accordance with City standards.

The design engineer, Carollo Engineers, Inc., will provide construction phase engineering support services during construction (Exhibit B). Construction phase engineering support services include reviewing submittals for concurrence with plans and specifications, requests for information and reviewing change orders.

To perform full time inspection, construction survey and staking, soils and compaction testing, and properly manage this project during construction, the services of a construction management and inspection support team is required. On November 25, 2014, staff solicited proposals from 15 engineering firms to provide construction management and inspection services during construction of this project. The firms were selected from a list compiled by the City of Oceanside's Engineering Department using the City's selection procedures for professional services. Included in the solicitation were all Oceanside firms that provide these services.

On December 9, 2014, five proposals were received by the Water Utilities Department. In accordance with the City's procedure, a panel was selected to evaluate the proposals. The panel unanimously recommended that Tetra Tech of Oceanside be selected to provide the construction management and inspection services (Exhibit C).

Tetra Tech's construction management and inspection duties will be to ensure that the project is constructed according to the plans and specifications. Additional duties to be performed include day-to-day monitoring and inspection of the work; geotechnical engineering and inspection services; surveying; special inspections as required; preparation of daily, weekly and monthly reports; processing of proposed change orders; processing submittals and requests for information; maintenance of logs for all correspondence, submittals, requests for information and change orders; attending weekly and monthly progress meetings; and generating and submitting detailed as-built construction drawings.

FISCAL IMPACT

The FY 2014/15 CIP budget includes \$4,797,000 in new project funds in the Weese Plant Improvements Project, account 908125400712. Water Sales and Water Meter Charges for service deposited under Water Fixed Asset Replacement accounts 712.4471.0001 and 712.4471.0003 respectively, are the funding sources. The construction contract price is \$4,072,486, the engineering support service contract is \$107,137, and the construction management and inspection contract is for \$193,440 for a combined total of \$4,373,063 therefore, sufficient funds are available.

INSURANCE REQUIREMENTS

The City's standard insurance requirements will be met.

COMMISSION OR COMMITTEE REPORT

The Utilities Commission approved staff's recommendation at its regularly scheduled meeting on March 17, 2015.

CITY ATTORNEY'S ANALYSIS

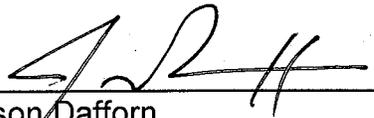
The referenced documents have been reviewed by the City Attorney and approved as to form.

RECOMMENDATION

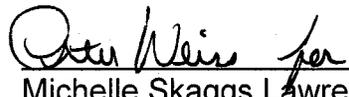
Staff recommends that the City Council award a contract in an amount not to exceed \$4,072,486 to SCW Contracting of Fallbrook, for construction of the Robert A. Weese Filtration Plant Solids Handling Lagoons project; approve a Professional Services Agreement with Carollo Engineers of Oceanside in an amount not to exceed \$107,137 for engineering support services during construction; approve a Professional Services Agreement with Tetra Tech of Oceanside in an amount not to exceed \$193,440 for construction management and inspection services for the project; and authorize the City Manager to execute the agreements upon receipt of all supporting documents.

PREPARED BY:

SUBMITTED BY:



Jason Dafforn
Interim Water Utilities Director



Michelle Skaggs Lawrence
Interim City Manager

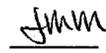
REVIEWED BY:

Peter Weiss, Assistant City Manager

Scott Smith, City Engineer

Jane M. McPherson, Interim Financial Services Director





- Exhibit A: Bid Tabulation
- Exhibit B: Professional Services Agreement with Carollo Engineers
- Exhibit C: Professional Services Agreement with Tetra Tech

BID TABULATION

PROJECT NO.:	908125400721	ENGINEER'S ESTIMATE
PROJECT NAME:	WEESSE WATER FILTRATION PLANT SOLIDS HANDLING LAGOONS	
PROJECT MANAGER	JASON DAFFORN	
BID DATE:	February 26, 2015; 10 am	\$2,095,000

BIDDER:	ADDRESS:	BID AMOUNT:
1. NEWest		\$ 4,693,000
2. StaneK		\$ 4,390,000
3. SCW		\$ 4,072,486
4. Norman Olsson		\$ 5,174,000
5. Filanc		\$ 1,225,046
6.		
7.		
8.		
9.		
10.		
11.		
12		
13.		

CITY OF OCEANSIDE

PROFESSIONAL SERVICES AGREEMENT

PROJECT: ROBERT A. WEESE FILTRATION PLANT – MAJOR PLANT IMPROVEMENTS – ENGINEERING SUPPORT SERVICES – [908125400712]

THIS AGREEMENT, dated December 17, 2014 for identification purposes, is made and entered into by and between the CITY OF OCEANSIDE, a municipal corporation, hereinafter designated as "CITY", and CAROLLO ENGINEERS, hereinafter designated as "CONSULTANT."

NOW THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. **SCOPE OF WORK.** The CONSULTANT desires to provide Engineering Support Services as more particularly described in the CONSULTANT'S proposal dated September 17, 2014, attached hereto and incorporated herein as Exhibit A.
2. **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 solely 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.
3. **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 this Agreement.

4. LIABILITY INSURANCE.

4.1. 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.

4.2 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 aggregate	\$ 2,000,000

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

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

4.3 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.

4.4 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 additional insured shall be primary insurance and other insurance maintained by the City of Oceanside, its officers, agents, and employees shall be excess only and not contributing with insurance provided pursuant to this Section.

- 4.5 All insurance companies affording coverage to the CONSULTANT pursuant to this agreement shall be insurance organizations admitted 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.
- 4.6 CONSULTANT shall provide thirty (30) days written notice to the CITY should any 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.
- 4.7 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.
- 4.8 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.
- 4.9 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.
5. **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 (\$1,000,000.00).

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

6. **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.

7. **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.
8. **COMPENSATION.** CONSULTANT'S compensation for all work performed in accordance with this Agreement, shall not exceed the total contract price of \$107,137.

No work shall be performed by CONSULTANT in excess of the total contract price without prior written approval of the City. CONSULTANT shall obtain approval by the City prior to performing any work that results in incidental expenses to CITY.

9. **TIMING REQUIREMENTS.** Time is of the essence in the performance of work under this Agreement and the timing requirements shall be strictly adhered to unless

otherwise modified in writing. All work shall be completed in every detail to the satisfaction of the City within 120 calendar days of this agreement.

10. **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.
11. **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.

12. **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.
13. **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. 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.

Robert A. Weese Filtration Plant
Major Improvements - Engineering
Support Services - [908125400712]

14. **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 set forth below.

CAROLLO ENGINEERS

CITY OF OCEANSIDE

By: *Jan Myself* / Senior VP
Name/Title

By: _____
Steven R. Jepsen, City Manager

Date: 12/17/14

Date: _____

By: *Judy Raley* / VP
Name/Title

APPROVED AS TO FORM:

Date: 12/17/14

Robert Hamilton, ASST.
City Attorney

80-0899222
Employer ID No.

NOTARY ACKNOWLEDGMENTS OF CONSULTANT MUST BE ATTACHED.

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

State of California

County of Orange

On 12/17/2014 before me, Leanne G. Hendricks, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared James A. Meyerhofer and Jeffrey R. Thornbury
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: Leanne G. Hendricks
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: Prof. Svc. Agr. Document Date: 12/17/2014

Number of Pages: 6 Signer(s) Other Than Named Above: none
+ attachments

Capacity(ies) Claimed by Signer(s)

Signer's Name: James A. Meyerhofer

Corporate Officer — Title(s): Sr. V.P.

- Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____

Signer's Name: Jeffrey R. Thornbury

Corporate Officer — Title(s): V.P.

- Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____

Signer Is Representing: Carollo Engineers

Signer Is Representing: Carollo Engineers



September 17, 2014

Mr. Jason Dafforn
Water Utilities Department
City of Oceanside
300 North Coast Highway
Oceanside, CA 92054

Subject: Robert A. Weese Filtration Plant Major Plant Improvements – Engineering Services During Construction

Dear Mr. Dafforn,

In response to your request, we are providing the following scope of work and fee estimate for Engineering Services During Construction of the Solids Handling Lagoons as part of the Weese Filtration Plant Major Improvements Project. Our proposed fee estimate is attached as Exhibit A. In summary, the scope of work includes services during bidding and the duration of construction and our estimated fee to provide engineering services is \$79,337.

The scope of work for Engineering Services During Construction is as follows:

PHASE 1 - BIDDING SERVICES

The intent of the Bidding Services Phase of this project is to provide consulting services to the City to advertise, obtain bids and award a contract to a construction contractor. The Consultant will assist the City in technical aspects of bidding and award. Specific services to be provided are as follows:

Task 1-Response to Bid Period Questions

Consultant will answer questions and provide overall support of the City during the bidding period. All questions will be documented and answered in writing on a standard Project Information Request Form.

Task 2 –Pre-bid Conference

Consultant will assist City with preparation of an agenda for a pre-bid conference. The notice for the pre-bid conference will be included in the Contract Documents. Consultant's design staff will attend the pre-bid conference and will prepare minutes of the meeting. The meeting minutes will be forwarded to the City for distribution to all parties on the Plan Holders List.

Task 3 -Addenda

Consultant will prepare addenda to the Contract Documents for issue during -bidding period. Consultant will provide camera ready copy to the City for distribution to the Plan Holders.

Task 4 -Bid Review

Consultant will assist the City in the Review of the Bids. Consultant will review bidders' responsiveness and provide recommendations based upon technical compliance with bid requirements. If requested, Consultant will attend any City meeting when award or rejection of Bids/Construction Contract is considered. Services associated with responding to any bid protest are not covered by this Scope of Work.

PHASE 2 - SERVICES DURING CONSTRUCTION

The intent of the Engineering Services During Construction phase of this project is to provide overview of design intent, interpretation of the plans and specifications, and support of the City's construction management staff. This effort includes office consulting services and field support services. All services will be provided at the direction of City staff, based on available budget.

Task 1- Project Management

This task includes management activities and meetings, submittal of progress reports and overall coordination and assistance. Monthly progress meetings will be held with the City, at which time a written summary of project status will be presented. The monthly project status report will indicate percentages of Consulting services completed, summary of the work completed, work planned for the following month and status of the Consulting services budget.

Task 2 - Preconstruction Conference

Consultant will attend a Preconstruction Conference. The purpose of the conference will be to review procedures for the processing of Contractor's Request For Information (RFIs), Change Order Requests (CORs), Change Order Proposals (COPS), overall Change Order policy, submittals, monthly progress payments, field quality control procedures, protocol for resolution of field discrepancies, inspection reports, job site safety, and other specification requirements. CONSULTANT will prepare notes and distribute them to all parties attending the meeting.

Task 3 - Design Clarifications and Request For Information (RFI)

Consultant will respond to Design Clarifications and Request For Information (RFIs). Contractor will submit all requests in writing to the City. All responses will be submitted in writing to the City. A budget for twenty-eight (28) RFIs has been established.

Task 4 -Technical Meetings

Consultant will attend technical meetings, as requested by the City, to discuss and assist in resolving issues as they occur during construction. A budget for eight (8) technical meetings and for three (3) hours per meeting has been established.

Task 5 - Review Submittals

Consultant will review submittals as required in the Contract Documents. Review procedures will be as specified in the Contract Documents and as directed by the City. Consultant will review submittals for conformance with the design documents. This review does not relieve the Contractor from specification requirements. Contractor is expected to provide complete submittals. Consultant will provide two submittal reviews. Additional reviews are not included in the scope or budget. A budget for ninety (90) submittal and thirty (30) resubmittal reviews has been established. The budget assumes a review time of 1.25 hours per submittal and resubmittal.

Task 6 - Review Change Order Proposals

Consultant shall review Change Order Proposals including:

1. Evaluate impacts of Change Orders on design intent.
2. Evaluate impacts of Change Orders on schedule and budget.
3. Provide consulting services, including calculations and sketches as required to facilitate performance of recommended Change Orders.
4. Provide independent cost estimate.

Task 7 – RECORD DRAWINGS

Consultant will prepare record drawings on at construction completion using Contractor's and City's mark-ups. Deliver final record drawings and AutoCAD electronic files. A total budget for thirty-eight (38) record drawings at two (2) hours per drawing has been established.

ADDITIONAL SERVICES

In addition to the scope and fee for Engineering Services During Construction of the Solids Handling Lagoon, this letter provides the following scope of work for an Alternatives Evaluation of Conversion to Liquid Chlorination System to be included as part of the Weese Filtration Plant Major Improvements Project. The estimated fee to complete the Alternatives Evaluation study is \$22,300. The major project tasks for completing the evaluation of alternatives and feasibility of converting from an existing chlorine gas feed system to a liquid chlorine system include:

1. Site Visit and Data Collection
2. Evaluation of Chlorine Technology
3. Conduct Workshop

Mr. Jason Dafforn
Water Utilities Department
City of Oceanside
September 17, 2014
Page 4

4. Document in Technical Memorandum

Finally, this request includes an additional \$5,500 for geotechnical investigation associated with the Solids Handling Lagoons as part of the Weese Filtration Plant Major Improvements Project. The geotechnical investigation will include two borings along an existing dirt access road that will be improved and used as the primary access route to the new solids lagoons. A third boring is included for one of the four existing sludge basins to document conditions under the existing basins.

COMPENSATION

The total compensation for the additional services associated with the Weese Filtration Plant Major Improvements project shall not exceed one hundred and seven thousand, one hundred and thirty seven (\$107,137) unless authorized by the City.

We look forward to continuing to provide our services in completing this very important project. Please let us know if you have any questions or comments.

Sincerely,

CAROLLO ENGINEERS, INC.



Jim Meyerhofer, P.E.
Project Manager

EXHIBIT A
City of Oceanside

Robert A. Weese Water Filtration Plant
MAJOR IMPROVEMENTS PROJECT

TASK WORK ELEMENT	Meyhofer	Brown	Structural Engineer	Richard	CAD	Word Processing	Task Hours	Task Subtotal	Other Direct Costs	Total
1 Bidding Services	\$ 236	\$ 182	\$ 182	\$ 182	\$ 134	\$ 99				
1.1 Response to Bid Period Questions	0	8	4	4	0	0	16	\$ 2,912	\$ 187	\$ 3,099
1.2 Pre-Bid Conference	0	4	0	0	0	1	5	\$ 827	\$ 59	\$ 886
1.3 Addenda	0	16	8	8	12	4	48	\$ 7,828	\$ 562	\$ 8,390
1.4 Bid Review	0	4	0	0	0	0	4	\$ 728	\$ 47	\$ 775
Task Hours	0	32	12	12	12	5	73			
Subtotal	\$ -	\$ 5,824	\$ 2,184	\$ 2,184	\$ 1,608	\$ 495		\$ 12,295	\$ 854	\$ 13,149
2 Engineering Services During Construction - Solids Lagoons										
2.1 Project Management	0	12	0	0	0	0	12	\$ 2,184	\$ 140	\$ 2,324
2.2 Preconstruction Conference	0	4	0	0	0	2	6	\$ 926	\$ 70	\$ 996
2.3 Review of RFIs	0	32	16	16	0	8	72	\$ 12,440	\$ 842	\$ 13,282
2.4 Technical Meetings	0	24	0	0	0	0	24	\$ 4,368	\$ 281	\$ 4,649
2.5 Review of Submittals	0	60	24	60	0	12	156	\$ 27,396	\$ 1,825	\$ 29,221
2.6 Change Orders	0	20	0	0	0	0	20	\$ 3,640	\$ 234	\$ 3,874
2.7 Record Drawings	0	8	0	8	60	0	76	\$ 10,952	\$ 889	\$ 11,841
Task Hours	0	160	40	84	60	22	366			
Subtotal	\$ -	\$ 29,120	\$ 7,280	\$ 15,288	\$ 8,040	\$ 2,178		\$ 61,906	\$ 4,282	\$ 66,188
HOURS TOTAL for ESDC	0	192	52	96	72	27	439			
TOTAL for ESDC	\$ -	\$ 34,944	\$ 9,464	\$ 17,472	\$ 9,648	\$ 2,673		\$ 74,201	\$ 5,136	\$ 79,337
TOTAL for CHEMICAL TM										
TOTAL for GEOTECHNICAL										
TOTAL FOR AMENDMENT 1										

CITY OF OCEANSIDE

PROFESSIONAL SERVICES AGREEMENT

PROJECT: ROBERT A. WEESE FILTRATION PLANT SOLID HANDLING LAGOONS PROJECT - 908125400712

THIS AGREEMENT, dated _____, 2015 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."

NOW THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. **SCOPE OF WORK.** The CONSULTANT desires to provide project construction and inspection services as is more particularly described in the CONSULTANT'S proposal attached hereto and incorporated herein as Exhibit A.
2. **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 solely 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.
3. **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 this Agreement.
4. **LIABILITY INSURANCE.**
 - 4.1. 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.

4.2 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 aggregate	\$ 2,000,000

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

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

4.3 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.

4.4 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 additional insured shall be primary insurance and other insurance maintained by the City of Oceanside, its officers, agents, and employees shall be excess only and not contributing with insurance provided pursuant to this Section.

- 4.5 All insurance companies affording coverage to the CONSULTANT pursuant to this agreement shall be insurance organizations admitted 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.
- 4.6 CONSULTANT shall provide thirty (30) days written notice to the CITY should any 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.
- 4.7 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.
- 4.8 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.
- 4.9 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.
5. **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 (\$1,000,000.00).

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

6. **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.

7. **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.
8. **COMPENSATION.** CONSULTANT'S compensation for all work performed in accordance with this Agreement, shall not exceed the total contract price of \$193,440.

No work shall be performed by CONSULTANT in excess of the total contract price without prior written approval of the City. CONSULTANT shall obtain approval by the City prior to performing any work that results in incidental expenses to CITY.
9. **TIMING REQUIREMENTS.** Time is of the essence in the performance of work under this Agreement and the timing requirements shall be strictly adhered to unless otherwise modified in writing. All work shall be completed in every detail to the satisfaction of the City by project completion.
10. **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.

11. **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.

12. **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.
13. **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. 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.

ROBERT A. WEESE FILTRATION PLANT
SOLID HANDLING LAGOONS PROJECT –
908125400712

14. **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 set forth below.

TETRA TECH, INC.

CITY OF OCEANSIDE

By: 
Name/Title
William R. Brownlie, Senior V. P.

By: _____
Steven R. Jepsen; City Manager

Date: 2/21/15

Date: _____

By: 
Name/Title
Janis B. Salin, Secretary

APPROVED AS TO FORM:

Date: 2/21/15



City Attorney

95-4148514

Employer ID No.

NOTARY ACKNOWLEDGMENTS OF CONSULTANT MUST BE ATTACHED.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

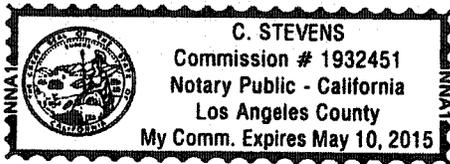
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of LOS ANGELES)
On 02/09/15 before me, C. STEVENS, NOTARY PUBLIC,
Date Here Insert Name and Title of the Officer
personally appeared WILLIAM R. BROWLIE AND JANIS B. SALIN
Name(s) of Signer(s)

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

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature C. Stevens
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: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

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



TETRA TECH

February 5, 2015

Jason Dafforn, PE
Interim Water Utilities Director
Water Utilities Department
City of Oceanside
300 N. Coast Highway
Oceanside, CA 92054

Reference: Proposal to Perform Construction Inspection Services for the Robert A. Weese Filtration Plant Solid Handling Lagoons Project – Project No. (908125400712)

Dear Mr. Dafforn:

In accordance with your request, Tetra Tech is pleased to provide this proposal for Construction Inspection Services for the City of Oceanside (City) on the Robert A. Weese Filtration Plant Solids Handling Lagoons Project. Tetra Tech would like to propose Mr. Rick Wiggins, Senior Construction Inspector, as the general site inspector/resident engineer. The following scope of work proposed is possibly including, but not limited to, the following:

SCOPE OF SERVICES:

Presented below is Tetra Tech's proposed detailed scope of work to be provided based on our understanding of the project requirements. Tetra Tech has assembled a comprehensive scope of work to accomplish the City's project objectives and to ensure a complete and well-coordinated construction management program that results in a project that is delivered on time and within budget.

Task 1 – Construction Phase Services

Task 1.1 – Reports and Communications (Document Control)

A. Project Document Control

Maintain field memoranda, transmittals, updated schedules, logs of shop drawings and other submittals, logs of requests for information, change orders, progress payment requests, progress meeting reports, compaction reports, daily inspection reports, and any additional relevant project correspondences. Project documentation will be kept digitally as well as hard copies, and files will be organized in a logical manner as approved by the City.

Task 1.2 – Construction Inspection Services

A. Daily Construction Monitoring

Provide inspections to observe and document that the Contractor's work is in compliance with the contract documents. Prepare daily reports of the construction activities including weather conditions, Contractor's equipment and manpower, work performed, materials used, site visitors,

note delays in work and reasons for the delays and deficiencies. Prepare daily reports of deviations and non-conformance to specifications and provide a timely response. Perform technical inspection at the job site as required of materials and workmanship, and discuss with the Contractor appropriate revisions to the methods and procedures used in performing the work. Observe and record all material deliveries to the site. Material certificates shall be verified and documented for compliance with plans, specifications, and approved shop drawings. A detailed daily report shall be prepared summarizing all observations and work performed on site during each day/shift. Maintain on a daily basis a set of as-built drawings as verification and redundancy to the Contractor(s).

B. Photo Documentation

Take and develop construction documentation photographs on a regular basis. Maintain a digital photographic library of significant construction activities. Take additional photographs to document differing site conditions, change order claim items, and any special or unique conditions as they arise.

Task 2 – Post Construction Services

Task 2.1 – Project Closeout

Prepare detailed project punch item lists at closeout of the project(s). Upon correction of deficiencies, schedule, coordinate, and conduct a final walk through prior to acceptance of work with the City. Verify work, testing, cleanup, and demobilization is completed. Check and submit final payment requests after final walk through. Review and certify that the Contractor's project record drawings are complete and accurate.

Task 2.2 – Final Project Documents

Within 30 days of filing of the Notice of Completion, provide a construction documentation notebook and electronic copy comprised of all approved shop drawings, material test reports, certifications, daily inspection reports, meeting minutes, conversation logs, and photo documentation. Also provide and submit one set of redlined as-built drawings.

FEE:

Tetra Tech is pleased to present this estimated fee for construction inspection services for the Robert A. Weese Filtration Plant Solids Handling Lagoons Project. Our estimated not to exceed fee for the proposed scope of work is \$193,440 (one hundred ninety three thousand, four hundred and forty dollars). This fee has been developed with the understanding that the City intends to utilize Mr. Rick Wiggins for approximately one full year, 2,080 hours at the rate of \$93.00/HR as presented in the rate table below.

Position Personnel	Rate *
Construction Manager	\$105/Hour
Construction Inspector/Observer II	\$93/Hour
Construction Inspector/Observer I	\$85/Hour

Mr. Dafforn
February 5, 2015
Page 3

The fee for this project will be billed on a "Time and Materials" basis, however the initial agreed on budget will not be exceeded without prior negotiation with the City. Should the construction schedule be extended, or should Tetra Tech be requested to provide additional services, Tetra Tech will need to negotiate additional budget with the City.

We sincerely appreciate the opportunities to provide this proposal and assist the City with this project. Please contact us at the numbers provide should you have any questions or need further information.

Sincerely,



Howard Arnold, P.E.
Vice President
Water, Environment & Infrastructure



Scott Lopian, CCM
Construction Project Manager
Water, Environment & Infrastructure

Mr. Howard Arnold, P.E.
Vice President
Water, Environment & Infrastructure
10815 Rancho Bernardo Road, Suite 200
San Diego, CA 92127
Telephone: 858-673-5505
Email: howard.arnold@tetrattech.com

Mr. Scott Lopian, CCM
Construction Project Manager
Water, Environment & Infrastructure
10815 Rancho Bernardo Road, Suite 200
San Diego, CA 92127
Telephone: 949-809-5000
Email: scott.lopian@tetrattech.com

HA/SML/cg/bm

M:\Marketing\Proposals\WTRS\FY2015\CM\012_OceansideCM\Proposal-V2.docx