

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To:	Matthew J. Fertal	From:	Keith G. Jones
Dept:	City Manager	Dept:	Public Works
Subject:	RECOMMENDATION TO AWARD CONTRACT FOR PROFESSIONAL ENGINEERING SERVICES FOR WESTHAVEN BOOSTER PUMP STATION, NATURAL GAS ENGINE DRIVEN PUMP CONVERSION PROJECT		
		Date:	March 24, 2009

OBJECTIVE

To recommend that the City Council award a contract for professional engineering services for the Westhaven Booster Pump Station, Natural Gas Engine Driven Pump Conversion Project, to Psomas in the amount of \$372,772.

BACKGROUND

The City has five (5) booster pump stations that deliver water from the ground storage reservoirs into the distribution system. Each pump station consists of multiple natural gas engine pump units, including one spare pump to provide reliability in case of a breakdown or repair. The emissions from these pump engines are identified as air pollutants and regulated by the South Coast Air Quality Control Management District (AQMD). More stringent emission standards and monitoring requirements have been adapted by AQMD over the last few years. The costs to operate and maintain these natural gas engine pumps have increased significantly due to AQMD requirements and age of the pumps. In addition, replacement parts for these engines are usually not available due to the age and non-standardization of the engines. Staff has evaluated and determined that it will be most practical and beneficial for the City to convert the natural gas engine pumps to emission free electric motor driven pumps. A back-up generator will be provided as contingency for power outages.

As it is identified in the recently completed Water Master Plan, the Westhaven Booster Pump Station is one of the oldest and largest pump stations, and has been rated as the first priority pump station to be converted. The project will be designed this year and construction will take place in FY 2009/10.

DISCUSSION

Staff requested proposals from six (6) firms to provide professional engineering services. Out of those six (6), only four (4) consultants responded. Three staff members rated the proposals on the basis of knowledge, schedule and reference. Based on evaluation results, Psomas rated highest on its ability to provide professional engineering services for this project. The following is a summary of the ratings with the highest total being the most qualified:

RECOMMENDATION TO AWARD CONTRACT FOR PROFESSIONAL ENGINEERING SERVICES  
FOR WESTHAVEN BOOSTER PUMP STATION, NATURAL GAS ENGINE DRIVEN PUMP  
CONVERSION PROJECT

March 24, 2009

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	<b>Psomas</b> Costa Mesa, CA	<b>AKM Consulting Engineers</b> Irvine, CA	<b>Carollo Engineers</b> Santa Ana, CA	<b>PBS&amp;J</b> Orange, CA
<i>Rater A</i>	150	149	146	145
<i>Rater B</i>	151.5	153.5	149.5	142
<i>Rater C</i>	157.5	154	149	144.5
<b>Totals</b>	<b>459</b>	456.5	444.5	431.5

Upon selection of the most qualified firm, Water Services staff interviewed Psomas and negotiated an agreement for its services.

FINANCIAL IMPACT

Water funds were appropriated for the FY 2008/09 budget for this project. There is no impact to the General Fund.

COMMUNITY VISION IMPLEMENTATION

This project is consistent with the community vision for maintaining and upgrading the water system to ensure maximum protection of public health and the environment.

RECOMMENDATION

It is recommended that the City Council:

- Award the contract for professional engineering services to Psomas for the Westhaven Booster Pump Station Natural Gas Engine Driven Pump Conversion Project;
- Authorize the City Manager and City Clerk to sign and execute the professional service agreement with Psomas for engineering services for the Westhaven Booster Pump Station, Natural Gas Engine Driven Pump Conversion Project in the amount of \$372,772.

  
KEITH G. JONES  
Public Works Director

  
By: Samuel Kim  
Project Engineer

**Recommended for Approval**

  
Matthew Fertal  
City Manager

Attachment No. 1: Professional Services Agreement  
Attachment No. 2: Panel Rating Sheets

## **PROFESSIONAL SERVICES AGREEMENT**

THIS PROFESSIONAL SERVICES AGREEMENT is made and entered into, to be effective the 24<sup>th</sup> day of March, 2009, by and between the CITY OF GARDEN GROVE, a municipal corporation, hereinafter referred to as "City," and Psomas, a California Corporation, hereinafter referred to as "Consultant." City and Consultant are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties."

### **RECITALS**

WHEREAS, City has determined that there is a need for Research & Surveying, Permitting, Engineering, Bidding Assistance, Construction Assistance, O&M Manual & Training and Warrantee Assistance services for the Westhaven Booster PS Natural Gas Engine Driven Pump Conversion Project (the "Project");

WHEREAS, City desires to retain Consultant to provide such services; and

WHEREAS, Consultant is qualified by virtue of experience, training, education, and expertise to perform the professional services required by this Agreement and has agreed to provide such services.

NOW, THEREFORE, in consideration of the promises and mutual benefits which will result to the Parties in carrying out the terms of this Agreement, it is mutually agreed as follows:

### **AGREEMENT**

#### **I. SCOPE OF WORK**

City agrees to retain Consultant, and Consultant agrees to perform the services set forth in the Scope of Services described in Exhibit "A", attached hereto and by reference made a part of this Agreement (hereinafter the "Services"). Consultant agrees that its provision of Services under this Agreement shall be within accepted standards within the profession, and its specialized services shall be in accordance with customary and usual practices in Consultant's profession. By executing this Agreement, Consultant warrants that it has carefully considered how the work should be performed and fully understands the facilities, difficulties, and restrictions attending performance of the work under this Agreement.

## **II. TERM**

This Agreement shall be effective as of the date first set forth above. This Agreement shall commence upon the effective date of this Agreement, and shall remain and continue in effect until tasks described herein are completed unless otherwise terminated prior to this date pursuant to the provisions of this Agreement.

## **III. FEES**

### **A. Accounting Records**

Consultant shall keep complete, accurate, and detailed accounts of all time, costs, expenses, and expenditures pertaining in any way to this Agreement. Upon request of City, Consultant shall provide City with all records pertaining to this Agreement.

### **B. Total Payment**

The Parties agree that Consultant shall bill for the Services provided by Consultant to City on an hourly basis and in accordance with the charges and fee schedule attached as Exhibit "B," except as otherwise set forth herein, provided compensation under this Agreement shall not exceed \$372,772.

### **C. Monthly Payment**

1. City agrees to pay Consultant monthly, in accordance with the payment rates and terms and the schedule of payment, as set forth in Exhibit "B," attached hereto based upon actual time spent providing the services outlined in this Agreement. Consultant shall submit to City monthly or periodic statements requesting payment. Such requests shall be based upon the amount and value of the Services performed by Consultant under this Agreement and shall be prepared by Consultant and accompanied by such reporting data including a detailed breakdown of all costs incurred and tasks performed during the period covered by the statement, as may be required by City. Invoices shall be submitted on or about the first business day of each month, for Services provided the prior month. City shall use reasonable efforts to make payment to Consultant within forty-five (45) days after the date of the invoice or as soon thereafter as reasonably practicable. If City determines that the approved written Scope of Work under this Agreement or any specified task hereunder is incomplete, the City Manager, or his or her designee, shall notify Consultant and may withhold the payment amount for the unfinished work accordingly.

2. Consultant shall not be compensated for any services rendered in connection with its performance of this Agreement, which are in addition to those set forth herein, unless such additional services are authorized in advance and in writing by the City Manager.

#### **IV. TERMINATION**

City may terminate this Agreement for its convenience at any time, with or without cause, in whole or in part, upon giving Consultant thirty (30) days written notice. Upon said notice, City shall pay Consultant its allowable costs incurred to date of termination and those allowable costs determined by City to be reasonably necessary to effect such termination. Upon receipt of said notice, Consultant shall immediately cease all work under this Agreement, unless the notice provides otherwise. If City terminates a portion of this Agreement, such termination shall not make void or invalidate the remainder of this Agreement. Thereafter, Consultant shall have no further claims against City under this Agreement. Upon termination of the Agreement pursuant to this Section, Consultant will submit an invoice to City pursuant to Section 3. Consultant may terminate this Agreement, with or without cause, upon thirty (30) days written notice to City.

#### **V. DEFAULT OF CONSULTANT**

A. Consultant's failure to comply with the provisions of this Agreement shall constitute a default. In the event Consultant is in default, except as provided for in Section XXI, City shall have no obligation or duty to continue compensating Consultant for any work performed after the date of default and can terminate the Agreement immediately upon written notice to Consultant.

B. If the City Manager, or his/her designee, determines that Consultant is in default in the performance of any of the terms or conditions of this Agreement, it shall notify Consultant in writing of such default. Consultant shall have ten (10) days to cure the default by rendering a satisfactory performance. In the event Consultant fails to cure its default within such period of time, City shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice of any remedy to which City may be entitled at law, in equity or under this Agreement. Consultant shall be liable for any and all reasonable costs incurred by City as a result of such default including, but not limited to, procurement costs of the same or similar services defaulted by Consultant under this Agreement.

#### **VI. LEGAL RELATIONSHIP BETWEEN THE PARTIES**

A. The legal relationship between the Parties hereto is that of an independent contractor, and nothing herein shall be deemed to make Consultant a City employee. During the performance of this Agreement, Consultant and its officers, employees, and agents shall act in an independent capacity and shall not act as City officers, employees, or agents. The personnel performing the Services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Neither City nor any of its officers, employees, or agents shall have control over the conduct of Consultant or any of its officers, employees, or agents, except as set

forth in this Agreement. Consultant, its officers, employees, or agents shall not maintain an office or any other type of fixed business location at City's offices.

B. Consultant shall not incur or have the power to incur any debt, obligation, or liability against City, or bind City in any manner.

C. No City benefits shall be available to Consultant, its officers, employees, or agents in connection with any performance under this Agreement. Except for fees paid to Consultant as provided for in this Agreement, City shall not pay salaries, wages, or other compensation to Consultant for the performance of Services under this Agreement. City shall not be liable for compensation or indemnification to Consultant, its officers, employees, or agents for injury or sickness arising out of performing Services hereunder. If for any reason, any court or governmental agency determines that City has financial obligations, other than pursuant to Section III herein, of any nature related to salary, taxes, or benefits of Consultant's officers, employees, servants, representatives, subcontractors, or agents, Consultant shall indemnify City for all such financial obligations.

## **VII. MODIFICATIONS AND AMENDMENTS TO AGREEMENT**

No modification or amendment of this Agreement or any of the provisions hereof shall be effective for any purpose unless set forth in writing signed by duly authorized representatives of both Parties.

## **VIII. ASSIGNMENTS AND SUBCONTRACTING**

The experience, knowledge, capability, and reputation of Consultant, its principals and employees were a substantial inducement for City to enter into this Agreement. Consultant may not assign the performance of this Agreement, nor any part thereof, nor any monies due hereunder, voluntarily or by operation of law, without the prior written approval of City. Except as otherwise expressly provided in the Scope of Services (Exhibit "A"), Consultant shall not contract with any other person or entity to perform the Services required without written approval of City. If Consultant is permitted to subcontract any part of this Agreement by City, Consultant shall be responsible to City for the acts and omissions of its subcontractor as it is for persons directly employed. Nothing contained in this Agreement shall create any contractual relationships between any subcontractor and City. All persons engaged in the work will be considered employees of Consultant. City will deal directly with and will make all payments to Consultant as provided for in Section III.

## **IX. SUCCESSORS IN INTEREST**

This Agreement shall be binding upon and inure to the benefit of the Parties' successors and assignees.

## **X. THIRD PARTY BENEFICIARY**

Except as may be specifically provided for herein, nothing contained in this Agreement is intended to confer, nor shall this Agreement be construed as conferring, any rights, including, without limitation, any rights as third-party beneficiary or otherwise, upon any entity or person not a party hereto.

## **XI. INSURANCE**

### **A. Insurance Required**

Consultant shall procure and maintain the insurance described herein for the duration of this Agreement, or as otherwise specified herein, against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by Consultant, its agents, representatives, or employees. Insurance required herein shall be provided by a reputable insurance company in good standing with the State of California and having a minimum A.M. Best's Guide Rating of A-, Class VII or better. City will require Consultant to substitute any insurer whose rating drops below the levels specified herein. Such substitution shall occur within twenty (20) days of written notice to Consultant by City.

Consultant shall provide to City certificates of insurance in a form acceptable to City indicating the deductible or self-retention amounts and the expiration date of the policy, and shall provide renewal certificates not less than ten (10) days prior to the expiration of each policy term. The certificates of insurance shall specifically identify this Agreement and shall contain express conditions that City is to be given at least thirty (30) days advance written notice of any material modification in or termination of insurance. Such insurance shall be primary to and not contributing with any other insurance maintained by City and shall name the City of Garden Grove and its officers, councilmembers, officials, employees, agents and volunteers as additional insureds by endorsement to the insurance policies. Except as expressly authorized herein, all insurance shall be on an occurrence basis.

#### **1. Errors and Omissions Insurance**

Consultant shall maintain in full force and effect throughout the term of this Agreement, standard industry form professional negligence errors and omissions insurance coverage in an amount of not less than One Million Dollars (\$1,000,000.00) per claim or occurrence, in accordance with the provisions of this Section. If the policy of insurance is written on a "claims made" basis, the policy shall be continued in full force and effect at all times during the term of this Agreement, and for a period of three (3) years from the date of the completion of the Services provided hereunder. In the event of termination of the policy during this period, Consultant shall obtain continuing insurance coverage for the prior acts or omissions of Consultant during the course of performing Services under the terms of this Agreement. The coverage shall be

evidenced by either a new policy evidencing no gap in coverage, or by obtaining separate extended "tail" coverage with the present or new carrier.

In the event the policy of insurance is written on an "occurrence" basis, the policy shall be continued in full force and effect during the term of this Agreement, or until completion of the Services provided for in this Agreement, whichever is later. In the event of termination of the policy during this period, new coverage shall be obtained for the required period to ensure coverage for the prior acts of Consultant during the course of performing the Services under the terms of this Agreement.

2. Workers' Compensation

Consultant shall obtain and maintain, during the term of this Agreement, Workers' Compensation Employer's Liability Insurance in the statutory amount as required by state law. Such worker's compensation insurance shall be endorsed to provide for a waiver of subrogation against City.

**B. Minimum Limits of Insurance**

Consultant shall maintain limits no less than:

1. General Liability:

\$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

2. Automobile Liability:

\$1,000,000 per accident for bodily injury and property damage.

3. Employer Liability:

\$1,000,000 per accident for bodily injury or disease.

**C. Deductibles and Self-Insured Retentions**

Any deductibles or self-insured retentions must be declared to and approved by the City Manager. At the option of the City Manager, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City and its councilmembers, officials, officers, employees, agents or volunteers, or Consultant shall procure a bond guaranteeing payment of losses and related



investigations, claim administration and defense expenses, or Consultant shall otherwise provide an alternative satisfactory to the City Manager.

**D. Other Insurance Provisions**

The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1. The City of Garden Grove and its councilmembers, officers, officials, employees, agents and volunteers are to be covered as insureds with respect to: liability arising out of activities performed by or on behalf of Consultant; products and completed operations of Consultant; premises owned occupied or used by Consultant; or automobiles owned, leased, hired, or borrowed by Consultant. The coverage shall contain no special limitations on the scope of protection afforded to the Garden Grove Sanitary District, the City of Garden Grove, the Garden Grove Agency for Community Development and their respective councilmembers, board members, officers, officials, employees, agents, or volunteers.

2. For any claims related to this Agreement, Consultant's coverage shall be primary insurance as respects the City and its councilmembers, officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by Garden Grove Sanitary District, the City of Garden Grove, the Garden Grove Agency for Community Development and their respective councilmembers, board members, officers, officials, employees, agents, and volunteers shall be in excess of Consultant's insurance and shall not contribute with it.

3. Any failure to comply with reporting or other provisions of the policies, including breaches of warranties shall not affect coverage provided to the City and its respective councilmembers, board members, officers, officials, employees, agents, and volunteers.

4. Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought except with respect to the limits of the insurer's liability.

5. Each insurance policy required by this Section shall be endorsed to state that coverage shall not be suspended, voided, cancelled by either party, reduced in coverage or in limits, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been provided to City.

6. Consultant agrees to ensure that subcontractors, and any other parties involved with the project who are brought onto or involved in the project by Consultant, provide the same minimum insurance coverage required of Consultant. Consultant agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this Section. Consultant agrees that upon request, all agreements with subcontractors and others engaged in the project will be submitted to City for review.

**E. Verification of Coverage**

Consultant shall furnish City with original endorsements effecting coverage required by this Agreement. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements are to be received and approved by City before work commences.

**XII. INDEMNITY**

**A. Indemnification**

To the fullest extent permitted by law, Consultant shall indemnify, defend (at Consultant's sole cost and expense), protect and hold harmless the City of Garden Grove and its councilmembers, officers, officials, employees, and volunteers, (individually "Indemnified Party"; collectively "Indemnified Parties") against any and all liability, claims, judgments, costs, and demands (collectively, "Claims"), including Claims arising from injuries or death of persons (Consultant's employees included) and damage to property, to the extent such Claims arise out of, pertain to, or are related to the negligence, recklessness or willful misconduct of Consultant, its agents, employees, or subcontractors, or to the extent such Claims arise from Consultant's negligent, reckless or willful performance of or failure to perform any term, provision, covenant or condition of this Agreement ("Indemnified Claims"), but Consultant's liability for Indemnified Claims shall be reduced to the extent such Claims arise from the negligence, recklessness or willful misconduct of the City of Garden Grove and its councilmembers, officers, directors, officials, employees, or agents.

Consultant shall reimburse the Indemnified Parties for any reasonable expenditures, including reasonable attorneys' fees, expert fees, litigation costs and expenses that each Indemnified Party may incur by reason of Indemnified Claims. Upon request by an Indemnified Party, Consultant will defend with legal counsel reasonably acceptable to the Indemnified Party all Claims against the Indemnified Party that may arise out of, pertain to, or relate to Indemnified Claims, whether or not Consultant is named as a party to the Claim proceeding. The determination whether a Claim may "arise out of, pertain to, or relate to" Indemnified Claims shall be based on the allegations made in the Claim and the facts known or subsequently discovered by the parties. In the event a final judgment, arbitration award, order, settlement, or other final resolution expressly determines that Claims did not arise out of, pertain to, nor relate to the negligence, recklessness or willful misconduct of Consultant to any extent, then City will reimburse Consultant for the reasonable costs of defending the Indemnified Parties against such Claims, except City shall not reimburse Consultant for attorneys' fees, expert fees, litigation costs and expenses as were incurred defending Consultant or any parties other than Indemnified Parties against such Claims.

Consultant's liability for indemnification hereunder is in addition to any liability Consultant may have to City for a breach by Consultant of any of the provisions of this Agreement. Under no circumstances shall the insurance requirements and limits

set forth in this Agreement be construed to limit Consultant's indemnification obligation or other liability hereunder. The terms of this Agreement are contractual and the result of negotiation between the parties hereto. Accordingly, any rule of construction of contracts (including, without limitation, California Civil Code Section 1654) that ambiguities are to be construed against the drafting party, shall not be employed in the interpretation of this Agreement.

Consultant's indemnification obligation hereunder shall survive the expiration or earlier termination of this Agreement until all actions against the Indemnified Parties for such matters indemnified hereunder are fully and finally barred by the applicable statute of limitations or, if an action is timely filed, until such action is final. This provision is intended for the benefit of third party Indemnified Parties not otherwise a party to this Agreement.

### **XIII. COMPLIANCE WITH LAW**

A. Consultant certifies by the execution of this Agreement the following: that it pays employees not less than the minimum wage as defined by law and that it does not discriminate in its employment with regard to race, color, religion, sex, age, marital status, ancestry, or national origin; that Consultant is in compliance with all federal and state laws, local directives, and executive orders regarding non-discrimination in employment; and that Consultant agrees to demonstrate positively and aggressively the principle of equal opportunity in employment.

B. Consultant shall keep itself informed of State and Federal laws and regulations, which in any manner affect those employed by it or in any way affect the performance of its Services pursuant to this Agreement. Consultant shall at all times observe and comply with all such laws and regulations. The City of Garden Grove and its councilmembers, officers, employees, and agents shall not be liable at law or in equity for Consultant's failure to comply with such laws and regulations.

### **XIV. LICENSES AND QUALIFICATIONS**

Consultant represents and warrants to City that it has obtained all licenses, permits, qualifications, and approvals of whatever nature that is legally required to practice its profession. Consultant represents and warrants to City that Consultant shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement, any license, permit, or approval, which is legally required for Consultant to perform Services under this Agreement.

### **XV. CONFIDENTIALITY AND OWNERSHIP OF DOCUMENTS**

A. All information gained by Consultant in the performance of this Agreement shall be considered confidential and shall not be released by Consultant without City's prior written authorization. Consultant, its officers, employees, agents or subcontractors

shall not without written authorization from the City Manager or unless requested by City's Attorney, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories, or other information concerning the Services performed under this Agreement or relating to any project or property location within City. Response to a subpoena or court order shall not be considered "voluntary" for the purposes of this Section, provided Consultant gives City proper notice of such subpoena or court order. Consultant shall properly notify City of any summons, complaints, subpoenas, notice of deposition, request for documents, interrogatories, requests for admissions or other discovery requests received by Consultant, its officers, employees, agents or subcontractors, related to Services performed pursuant to this Agreement. City retains the right, but has no obligation, to represent Consultant and/or be present at any deposition, hearing, or similar proceeding, the cost of which shall be borne by City. Consultant agrees to cooperate fully with City and to provide City with an opportunity to review and respond to discovery requests provided by Consultant, arising out of Services performed pursuant to this Agreement. However, City's right to review any such request or response does not imply or mean City has the right to control, direct, write or rewrite said response.

B. The documents and study materials for this project shall become the property of City upon the termination or completion of the work. Consultant agrees to furnish to City copies of all memoranda, correspondence, computation, and study materials in its files pertaining to the work described in this Agreement, which is requested in writing by City. The City will hold Consultant harmless from all costs or damages related to the City's reuse of such documents and study materials on any project other than the project for which they were initially produced.

#### **XVI. INTERPRETED UNDER LAWS OF THE STATE OF CALIFORNIA**

This Agreement and any dispute arising hereunder shall be governed and interpreted in accordance with the laws of the State of California. This Agreement shall be construed as a whole according to its fair language and common meaning to achieve the objectives and purposes of the parties hereto, and the rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be employed in interpreting this Agreement, all parties having been represented by counsel in the negotiation and preparation hereof. Venue for any litigation concerning this Agreement shall be in the Superior Court for the County of Orange, California.

#### **XVII. ATTORNEYS' FEES**

If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing Party shall be entitled to reasonable attorneys' fees, costs, and necessary disbursements in addition to any other relief to which they may be entitled.

## **XVIII. WAIVER**

No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the Party against whom enforcement of a waiver is sought. Any waiver by the Parties of any default or breach of any covenant, condition, or term contained in this Agreement, shall not be construed to be a waiver of any subsequent or other default or breach, nor shall failure by the Parties to require exact, full, and complete compliance with any of the covenants, conditions, or terms contained in this Agreement be construed as changing the terms of this Agreement in any manner or preventing the Parties from enforcing the full provisions hereof.

## **XIX. NOTICES**

All notices or other communications required or permitted hereunder shall be in writing and shall be personally delivered, sent by registered or certified mail, postage prepaid, return receipt requested, or delivered or sent by electronic transmission, and shall be deemed received upon the earlier of: (i) the date of delivery to the address of the person to receive such notice if delivered personally or by messenger or overnight courier; (ii) three (3) business days after the date of posting by the United States Post Office if by mail; or (iii) when sent if given by electronic transmission. Any notice, request, demand, direction, or other communication sent by electronic transmission must be confirmed within forty-eight (48) hours by letter mailed or delivered. Notices or other communications shall be addressed as follows:

To City: City of Garden Grove  
13802 Newhope Street  
Garden Grove, CA 92843  
Attention: Project Engineer

To Consultant: Psomas  
3187 Red Hill Ave., Suite 250  
Costa Mesa, CA 92626  
Attention: Mr. Vernon Weisman

Either Party may, by written notice to the other, designate a different address, which shall be substituted for that specified above.

## **XX. ENTIRE AGREEMENT**

This Agreement constitutes the entire agreement between the parties and supersedes all prior negotiations, arrangements, representations, and understandings, if any, made by or among the parties with respect to the subject matter hereof. No amendments or other modifications of this Agreement shall be binding unless executed in writing by both parties hereto, or their respective successors, assigns, or grantees.

## **XXI. FORCE MAJEURE**

If either party shall be delayed or prevented from the performance of any service under this Agreement by reason of acts of God, strikes, lockouts, labor troubles, restrictive governmental laws or regulations or other cause, without fault and beyond the reasonable control of the party obligated (financial inability excepted), performance of such act shall be excused for the period of delay, and the period for performance of any such act shall be extended for a period equivalent to the period of such delay.

## **XXII. TIME IS OF THE ESSENCE**

The Parties agree that time is of the essence of this Agreement with respect to the deadlines set forth herein.

## **XXIII. SEVERABILITY**

Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be invalid under the applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the reminder of that provision, or the remaining provisions of this Agreement.

## **XXIV. PROHIBITED INTERESTS**

Consultant covenants that, for the term of this Agreement, no Board Member, official, officer or employee of City during his/her tenure in office/employment, or for one (1) year thereafter, shall have any interest, direct or indirect, in this Agreement or the proceeds thereof. Consultant warrants that it has not given or paid and will not give or pay any third party money or other consideration for obtaining this Agreement.

## **XXV. SCOPE CHANGES**

In the event of a change in the scope of the proposed project, as requested by City, the Parties hereto shall execute an addendum to this Agreement, setting forth, with particularity, all terms of the new Agreement, including but not limited to any additional Consultant's fees.

## **XXVI. NON-LIABILITY OF CITY OFFICERS AND EMPLOYEES**

No officer or employee of the City shall be personally liable to the Consultant, or any successor in interest, in the event of any default or breach by the City or for any amount which may become due to the Consultant or its successor, or for breach of any obligation of the terms of this Agreement.

## **XXVII. AGREEMENT EXECUTION AUTHORIZATION**

Each of the undersigned represents and warrants that he or she is duly authorized to execute and deliver this Agreement and that such execution is binding upon the entity for which he or she is executing this Agreement.

## **XXVIII. RECITALS**

The Recitals above are hereby incorporated into this section as though fully set forth herein and each party acknowledges and agrees that such Party is bound, for purposes of this Agreement, by the same.

IN WITNESS WHEREOF, this Agreement has been executed in the name of City, by its officers thereunto duly authorized, and Consultant as of the day and year first above written.

CITY OF GARDEN GROVE

By: \_\_\_\_\_  
Matthew J. Fertal  
City Manager

ATTEST:

By: \_\_\_\_\_  
Kathleen Bailor  
City Clerk

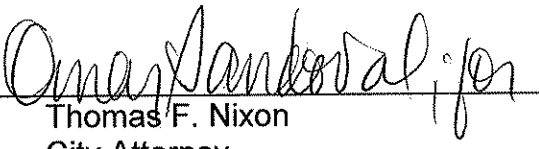
Psomas

By:  \_\_\_\_\_  
Joseph L. Boyle  
Vice President

If CONTRACTOR is a corporation, a Corporate Resolution and/or Corporate Seal is required. If a Partnership, Statement of Partnership must be submitted to CITY.

APPROVED AS TO FORM:

Woodruff, Spradlin & Smart

By:  \_\_\_\_\_  
Thomas F. Nixon  
City Attorney



**EXHIBIT A**

**SCOPE OF SERVICES**



## Scope of Work

### Task I — Project Management

Project Management, meetings and coordination have been distributed amongst all other tasks.

### Task II — Preliminary Design Report (PDR)

Psomas will prepare a PDR addressing all of the items discussed in our Project Approach. The PDR will be completed in accordance with the requirements identified in the RFP and as stated in this proposal. As a minimum, we will address in the PDR the following items:

#### I. Records Review/Existing Site Plan

Psomas will perform a utility and record drawings search for the pump station site to locate utilities and physical features of the site. We will visit the site and take measurements of existing buildings, pads, access ways, vaults, piping, equipment, and other site features pertinent to the design.

One day of field survey has been included in the proposal to obtain accurate measurements of above-ground improvements and finish grade elevations for the site grading and drainage design. The survey will include:

- » If available locally, establish survey control horizontally and vertically based on Orange County Surveys or City of Garden Grove Surveys. If local survey control is not available, establish assumed coordinates and vertical datum.
- » Field survey the building outline, parking lot, portion of driveway, surface visible indications of utilities around the building perimeter, finish floor elevations at all building entrances, and ground elevations in grass around perimeter of building and parking lot.

From this information we will prepare an AutoCAD drawing of the existing site plan.

A geotechnical study including one or two shallow (three to five feet deep) test pits is included in the scope of work to provide geotechnical recommendations for:

- » Depth of subgrade excavation;
- » Foundation bearing pressure and depth of over-excavation;
- » Unit weight, shear modulus and Poisson's ratio for design pads beneath vibrating equipment;
- » Soil compaction requirements;
- » Sub-drainage requirements;
- » Seismic design parameters including soil profile, near source factors and spectral accelerations based on California Building Code (CBC) 2007 requirements.



## 2. Conceptual Layout

Psomas will provide a conceptual site layout and building equipment layout. The conceptual layout will show the proposed demolition work, building modifications, new building location and layout, mechanical modifications, and equipment schedule with proposed equipment locations identified. Conduit runs for power and communications will be included in the conceptual layout.

## 3. Electrical/Instrumentation

We will provide a conceptual layout of the electrical improvements, as well as a control equipment list and the method of integration into the City's existing SCADA system. We will begin initial coordination with Southern California Edison (SCE) to upgrade the power service.

## 4. Spare Parts

Psomas will identify and provide a list of suggested spare parts.

## 5. Permits

Psomas will identify permits required and prepare the permit applications necessary for the project, including permits from the City Fire Department, City Building Department, Air Quality Management Division (AQMD), and Department of Public Health (DPH).

## 6. Right-of-Way

The Westhaven site is located on City owned property. Property ownership research and preparation of easement legal descriptions is not anticipated and not included in the scope of work.

## 7. Schedule

Psomas has prepared a preliminary schedule included in this proposal and will provide an updated schedule in the PDR that reflects coordination items, long lead times, critical path issues, and City review times.

## 8. Estimates of Probable Construction Costs

Psomas will provide detailed preliminary estimates of probable construction costs for the proposed work.

## 9. Meetings

Psomas will schedule and lead meetings with the City to ensure all design, operational, and maintenance issues are being addressed, and provide meeting minutes and action items. This will assist everyone involved in the project in determining all technical issues are addressed and the project stays on schedule. Psomas has budgeted for one (1) draft PDR meeting with the City and one (1) informational gathering meeting with the City to include a site visit.



## 10. Deliverables

The PDR will summarize findings in each of the project issues discussed in the Project Approach of this proposal and will include discussions of operation and maintenance issues needed for inclusion in the City's O&M manual. Psomas will provide handouts and minutes for each meeting, five (5) copies of the draft PDR, and five (5) copies of the final PDR, as well as digital files of the PDR as required by the City.

### Task III — Final Engineering

The final design will incorporate the information provided in the PDR. Table 2, at the end of this section, provides our estimated list of construction drawings.

#### 1. 25% Design Submittal

Psomas will provide six (6) sets of the 25% design submittal to include preliminary site plans of proposed electric driven pump system, demolition plans, equipment layouts, and basic sectional views.

#### 2. 60% Design Submittal

Psomas will provide six (6) sets of the 60% design submittal to include more detailed site plans, demolition plans, equipment layouts, control and monitoring schematics (P&IDs), and sectional views. The 60% design submittal will also include the first draft of the project contract documents. Specifications will be provided in Standard CSI Masterformat-95 and coordinated with any standards already adopted by the City of Garden Grove.

#### 3. 90% Design Submittal

Psomas will provide six (6) sets of the 90% design submittal to include all sheets that will be used in the final design plans with City review comments from previous reviews addressed. The 90% design submittal will also include the revised project contract documents and an updated estimate of most probable construction costs.

#### 4. 99% Design Submittal

Psomas will provide six (6) sets of the 99% design submittal to include all sheets that will be used in the final design plans with City review comments from previous reviews addressed. The 99% design submittal will also include the revised project contract documents and an updated estimate of most probable construction costs.

#### 5. 100% Design Submittal

Psomas will provide six (6) sets of the 100% design submittal to include all sheets that will be used in the final design plans with City review comments from previous reviews addressed. The 100% design submittal will also include the revised project contract documents, including the final bid schedule and description of bid items, and an updated estimate of most probable construction costs.



6. Final Submittal

Psomas will provide a final deliverables package in accordance with the requirements of the RFP.

7. Research and Surveying

Most of the utility and record drawing research will be performed during the PDR phase. Psomas will obtain any additional information during the final design that was not otherwise obtained while preparing the PDR. A field survey of the site is included in the preliminary design scope of work.

8. Permits

Psomas will prepare a permit application and plan review submittal to the City building department for permitting, including structural calculations for new construction. The budget includes one (1) set of revisions to the submittal package and one (1) re-submittal to the City building department. Additional work, as determined by the City building department review comments, can be provided as a variance to the design contract.

City Fire Department review is expected to be required if on-site diesel fuel storage is provided for a diesel engine driven generator set. We have budgeted for coordination with the Fire Department to include one (1) meeting and two (2) plan review submittals.

Psomas will prepare a plan review submittal and permit application to AQMD for construction of engine driven generators followed by a separate permit to operate. We will prepare the AQMD permit application for operation during the construction phase after the generator submittal has been accepted. The budget includes one (1) set of revisions and one (1) re-submittal to AQMD for each submittal package.

Psomas will prepare a plan review submittal for DPH review. The budget includes one (1) set of revisions to the submittal package and one (1) re-submittal to DPH.

All permit fees will be paid by the City.

We have budgeted for preparation of the anticipated construction drawings shown in Table 2 on the following page.



Table 2  
List of Construction Drawings

Sheet No.	Plan Description
1	Title Sheet
2	Vicinity Map, Location Maps and Sheet Index
3	Standard Symbols, Abbreviations, Public Agencies and General Notes
4	Demolition Plan—Mechanical and Structural
5	Demolition Plan—Electrical
6	Site Improvements, Utilities, Sub-Drains, Horizontal Control Plan
7	Precise Grading Plan
8	Structural Notes and Design Criteria
9	Concrete Notes and Details
10	Masonry Notes and Details
11	Steel Notes and Details
12	Foundation Plan
13	Roof Framing Plan
14	Structural Details
15	Electrical Building Floor Plan
16	Electrical Building Sections
17	Architectural Elevations
18	Architectural Details
19	Mechanical Retrofit Plan
20	HVAC Plan
21	HVAC Details
22	Electrical Notes
23	Conduit and Wiring Schedule
24	Site Electrical Plan
25	Building Electrical Plan
26	Motor Control Center Elevation and Single Line Diagram
27	Lighting Plan
28	Electrical Details
29	Process and Instrumentation Diagram
30	Control Schematics

#### Task IV — Bidding Services

During the bidding period, Psomas will assist with providing information and clarification of bid documents to prospective bidders, preparing two (2) addenda, and assist the City in reviewing the bids for completeness and accuracy.

#### Task V — Construction Assistance

1. The City will provide construction management and administration, and materials testing. Psomas will provide construction assistance by attending pre-construction and progress meetings.



We will review contractor submittals, respond to requests for information (RFIs), and requests for clarification (RFCs), prepare change orders, provide cost estimates for extra work items, and prepare record drawings. Although not specifically listed in the RFP, we have included shop drawing review of equipment and materials submittals in the scope of work. This task is particularly critical for a project with significant mechanical and electrical work, such as this project.

A project engineer/project manager will attend construction progress meetings on a bi-weekly basis beginning with contractor mobilization and continuing for an assumed construction period of 22 weeks. An additional three (3) field meetings at other times during the project are also anticipated. Therefore, we have budgeted for a project engineer/project manager to attend up to 14 construction progress meetings at two (2) hours per meeting.

2. We will prepare conformed plan and contract document sets that include changes to the plans and contract documents made by addenda or revision after the final plans and contract documents were delivered to the City for bidding.
3. Construction management budgets, particularly resident engineering, are determined directly by the duration of the construction schedule and the sequencing of activities. The proposed schedule includes 42 weeks (210 working days), as our best estimate of the project's duration and with task sequencing as shown.

This project includes several critical path mechanical and equipment items (pumps, motors, VFDs) requiring lengthy submittal and review followed by lengthy lead times for delivery. This effort will happen early in the schedule before the contractor mobilizes for construction. We anticipate as much as 4½ months will elapse in the schedule between Notice of Award and mobilization for construction of the generator building. During this period, resident engineering services will be primarily part-time office work.

We anticipate construction will begin first with the generator building while the pumps, motors, and VFDs are in manufacture, followed by mechanical/electrical demolition and equipping. We estimate about 22 weeks (110 working days) will be required for construction, during which full-time attendance by a resident engineer will be required. A summary of the assumptions used to prepare the construction assistance budget is provided below:

#### Summary of Assumptions

Construction Activities	Duration (Working Days)	Labor Effort
Notice of Award, Pre-Construction Meeting, Submittals	100	▶ Resident Engineer — 8 Hours Per Week ▶ Office Support — 3 Hours Per Week
Mobilize, Construct, Project Closeout	110	▶ Resident Engineer — Full Time ▶ Office Support — 3 Hours Per Week



The resident engineer will also attend the pre-construction meeting and the final walk-through inspection at the close of the project. It is anticipated the City will provide appropriate additional resources for construction management, construction administration, general administrative activities necessary to administer the construction contract, make decisions on the City's behalf, and process the City's contractual obligations. Psomas has the expertise and staffing to provide a wide range of additional construction phase services beyond those services included in the scope of this proposal.

4. Record drawings will be prepared to document changes made to the design during construction. The resident engineer will review the contractor's record drawings set during the course of construction in accordance with the requirements in the contract documents. We recommend including a separate line item with a fixed amount in the bid schedule to assist in enforcing the requirement for the contractor to maintain a set of record drawings.

#### **Task VI — O&M Manual and Training**

Typically, preparation and submittal of project O&M manuals is a task performed by the general contractor, or specialty sub-contractors with support from equipment suppliers. Psomas has a standard specification developed over a number of years providing detailed requirements for the content of O&M manuals. Our standard specification includes the required items listed in the RFP. Psomas will review the O&M manual submittal for completeness in conformance with the requirements in the specifications. We have budgeted to review the O&M manual submittal and up to two (2) re-submittals. The contractor will be required to provide six (6) hard copies and one (1) electronic copy of the final, accepted O&M manuals.

The preliminary design report provides a description of the facility including design parameters, assumptions, and considerations. The PDR can be reduced to a two to four page condensed summary format for the benefit of operators using the O&M manual.

Likewise, training is normally a service performed by representatives of equipment suppliers and manufacturers, since they know their equipment better than any outside party. Psomas has developed specific requirements in our standard specifications listing training requirements to be provided by the contractor/equipment manufacturer's representative. Specific operational, maintenance, and repair subjects will be included in the training requirements list. The contract documents will require the contractor to provide a minimum of two (2) training sessions, or more, as desired by the City.

#### **Task VII — Assistance During Warranty Period (1 Year)**

Psomas has budgeted 40 hours of project engineer time to assist the City to resolve any warranty issues during the warranty period.

#### **Task VIII — Optional Construction Assistance**

At the City's request, we have included an optional task to provide an additional 30 working days of resident engineering time to cover unforeseen contingencies in the construction schedule.





### Other City Assistance

The City will provide or assist with the following:

- ▶ Environmental processing (City anticipates this project to be declared categorically exempt).
- ▶ Boilerplate of the contract documents.
- ▶ Sample of recent project (plans and specifications) showing acceptable drafting standards and language. We anticipate using the Chlorination System Conversion Project recently designed by Psomas for the City as the sample plans and specifications.
- ▶ AutoCAD title sheet and design sheet border. Again, we anticipate using the Chlorination System Conversion Project title and border.
- ▶ Assist with plan research of available City plans.
- ▶ Provide a narrative description of the existing PLC program with regard to pump station operations.
- ▶ Advertising and review of the construction bids and construction award, including required printing.
- ▶ Construction management and administration, and materials testing.

**EXHIBIT B**

**SCHEDULE OF PAYMENT**

# CITY OF GARDEN GROVE

Conversion of Natural Gas Engine Driven Pumps to Electric Driven Pumps — Westhaven Booster Station  
 Estimated Labor Hours and Fees  
 Revised March 3, 2009

Scope of Work Tasks		In-House Staff Labor Hours and Rates										Subconsultant				Total Hours	Direct Costs	Total Fee			
		QA/QC		SPM		SPE		PE		Staff		Admin		Survey					Total Hours		
		\$156	\$174	\$152	\$168	\$152	\$177	\$103	\$120	\$125	Hours	\$	Hours	\$	Hours				\$	Hours	\$
Budget Tasks																					
Task I	Project Mgmt. (incl. in other project tasks)	0	0	0	0	0	0	0	0	0	0	0	0	\$0	0	\$0	0	\$0	\$0	\$0	
Task II	Preliminary Design Report	2	24	92	14	40	0	12	26	\$4,561	210	\$30,563	36	\$3,550	59	\$7,675	305	\$500	\$42,288		
Task III	Final Engineering	4	42	112	24	158	0	24	0	\$0	364	\$47,618	0	\$0	313	\$36,205	677	\$3,000	\$86,823		
Task IV	Bidding Services	2	14	10	0	12	0	0	0	\$0	38	\$5,716	0	\$0	8	\$880	46	\$100	\$6,696		
Task V	Construction Assistance (130 working days)	2	30	84	100	20	1,040	138	0	\$0	1,414	\$178,314	0	\$0	89	\$11,785	1,503	\$500	\$190,599		
Task VI	Operation and Maintenance Manual	2	4	8	12	0	0	0	0	\$0	26	\$3,756	0	\$0	8	\$1,160	34	\$100	\$5,016		
Task VII	Assistance During Warranty Period	0	20	20	0	0	0	0	0	\$0	40	\$6,640	0	\$0	8	\$1,160	48	\$100	\$7,900		
Budget Tasks Total		12	134	326	150	230	1,040	174	26	\$4,561	2,092	\$272,607	36	\$3,550	485	\$58,865	2,613	\$4,300	\$339,322		
Optional Budget Tasks																					
Task VIII	Construction Assistance --- Additional 30 Days	0	0	0	0	0	240	30	0	\$0	270	\$33,450	0	\$0	0	\$0	270	\$0	\$33,450		
Optional Budget Tasks Total		0	0	0	0	0	240	30	0	\$0	270	\$33,450	0	\$0	0	\$0	270	\$0	\$33,450		
Budget Tasks Total		12	134	326	150	230	1,280	204	26	\$4,561	2,362	\$306,057	36	\$3,550	485	\$58,865	2,883	\$4,300	\$372,772		

## Legend

### In-House Staff

QA/QC — QA/QC Principal in Charge (Joe Boyle)  
 SPM — Senior Project Manager (Vernon Weisman)  
 SPE — Senior Project Engineer (Dennis Phinney)  
 PE — Professional Engineer I (Nancy Heim)  
 Staff E — Staff Engineer (Khanh Nguyen)  
 LCD — Lead CADD Designer (John Kaneshiro)  
 Des — Designer  
 RE — Resident Engineer (Dana Hutchins)  
 Admin — Administrative Assistant  
 Survey — Psomas Survey

### Subconsultants

Electrical — Moraes Pham & Associates  
 Geotechnical — NMG Geotechnical, Inc.  
 Direct Costs — Reproduction and other direct costs



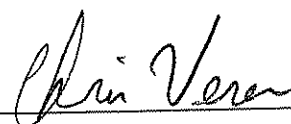
**PROPOSAL EVALUATION FORM**

ATTACHMENT NO. 2

Consultant: PSOMAS Date: 11-6-08Project: Conversion of Natural Gas Engine Driven Pumps Package No: TBA

CRITERION	(a) Weight	(b) Score (0-10)	(a) x (b) Weighted Score	Notes and Questions for Interview
<b>INTRODUCTION</b> (Proposal)				
o Comprehension of the RFP	2.0	9	18	
<b>QUALIFICATIONS</b> (Proposal)				
A. Experience of the firm and subcontractors on similar projects	1.5	8	12	
B. Qualifications & Experience of Personnel	2.0	8	16	
<b>WORK PLAN</b> (Proposal)				
o Knowledge of project	2.0	9	18	
o Knowledge of existing conditions & how it may affect the project	2.0	8	16	
o Initiative & Creativity	1.5	8	12	
o Hours req'd vs. coverage of work	1.5	6	9	
o Availability of team members	1.0	8	8	
o Quality Assurance & Supervision	2.0	8	16	
<b>SCHEDULE</b> (Proposal)				
o Timeliness to target dates in the Scope of Work	1.0	7	7	
<b>REFERENCES</b>				
o The firm's past record of performance on similar projects	2.0	9	18	
<b>A. TOTAL</b> (Proposal)			150	

Signature



# PROPOSAL EVALUATION FORM

Consultant: AKM Date: 11-6-08

Project: Conversion of Natural Gas Engine Driven Pumps Package No: TBA

CRITERION	(a) Weight	(b) Score (0-10)	(a) x (b) Weighted Score	Notes and Questions for Interview
<b>INTRODUCTION</b> (Proposal)				
o Comprehension of the RFP	2.0	8	16	
<b>QUALIFICATIONS</b> (Proposal)				
A. Experience of the firm and subcontractors on similar projects	1.5	8	12	
B. Qualifications & Experience of Personnel	2.0	8	16	
<b>WORK PLAN</b> (Proposal)				
o Knowledge of project	2.0	8	16	
o Knowledge of existing conditions & how it may affect the project	2.0	8	16	
o Initiative & Creativity	1.5	8	12	
o Hours req'd vs. coverage of work	1.5	6	9	
o Availability of team members	1.0	9	9	
o Quality Assurance & Supervision	2.0	8	16	
<b>SCHEDULE</b> (Proposal)				
o Timeliness to target dates in the Scope of Work	1.0	7	7	
<b>REFERENCES</b>				
o The firm's past record of performance on similar projects	2.0	10	20	
<b>A. TOTAL</b> (Proposal)			149	

Signature Chris Vener

# PROPOSAL EVALUATION FORM

Consultant: Carollo Date: 11-6-08

Project: Conversion of Natural Gas Engine Driven Pumps Package No: TBA

CRITERION	(a) Weight	(b) Score (0-10)	(a) x (b) Weighted Score	Notes and Questions for Interview
<b>INTRODUCTION</b> (Proposal)				
o Comprehension of the RFP	2.0	8	16	
<b>QUALIFICATIONS</b> (Proposal)				
A. Experience of the firm and subcontractors on similar projects	1.5	8	12	
B. Qualifications & Experience of Personnel	2.0	9	18	
<b>WORK PLAN</b> (Proposal)				
o Knowledge of project	2.0	8	16	
o Knowledge of existing conditions & how it may affect the project	2.0	8	16	
o Initiative & Creativity	1.5	8	12	
o Hours req'd vs. coverage of work	1.5	5	7.5	
o Availability of team members	1.0	7.5	7.5	
o Quality Assurance & Supervision	2.0	9	18	
<b>SCHEDULE</b> (Proposal)				
o Timeliness to target dates in the Scope of Work	1.0	7	7	
<b>REFERENCES</b>				
o The firm's past record of performance on similar projects	2.0	8	16	
<b>A. TOTAL</b> (Proposal)			146	

Signature

Chris Veron

# PROPOSAL EVALUATION FORM

Consultant: PBSJ Date: 11-6-08

Project: Conversion of Natural Gas Engine Driven Pumps Package No: TBA

CRITERION	(a) Weight	(b) Score (0-10)	(a) x (b) Weighted Score	Notes and Questions for Interview
<b>INTRODUCTION</b> (Proposal)				
o Comprehension of the RFP	2.0	8	16	
<b>QUALIFICATIONS</b> (Proposal)				
A. Experience of the firm and subcontractors on similar projects	1.5	8	12	
B. Qualifications & Experience of Personnel	2.0	6	12	
<b>WORK PLAN</b> (Proposal)				
o Knowledge of project	2.0	9	18	
o Knowledge of existing conditions & how it may affect the project	2.0	8	16	
o Initiative & Creativity	1.5	10	15	
o Hours req'd vs. coverage of work	1.5	6	9	
o Availability of team members	1.0	8	8	
o Quality Assurance & Supervision	2.0	9	18	
<b>SCHEDULE</b> (Proposal)				
o Timeliness to target dates in the Scope of Work	1.0	7	7	
<b>REFERENCES</b>				
o The firm's past record of performance on similar projects	2.0	7	14	
<b>A. TOTAL</b> (Proposal)			145	

Signature

*Chris Vera*



# PROPOSAL EVALUATION FORM

Consultant: Psonas Date: 11/19/08

Project: Conversion of Natural Gas Engine Driven Pumps Package No: TBA

CRITERION	(a) Weight	(b) Score (0-10)	(a) x (b) Weighted Score	Notes and Questions for Interview
<b>INTRODUCTION</b> (Proposal)				
o Comprehension of the RFP	2.0	9	18	
<b>QUALIFICATIONS</b> (Proposal)				
A. Experience of the firm and subcontractors on similar projects	1.5	9	13.5	
B. Qualifications & Experience of Personnel	2.0	8	16	
<b>WORK PLAN</b> (Proposal)				
o Knowledge of project	2.0	8	16	
o Knowledge of existing conditions & how it may affect the project	2.0	8	16	
o Initiative & Creativity	1.5	7	10.5	
o Hours req'd vs. coverage of work	1.5	7	10.5	
o Availability of team members	1.0	7	7	
o Quality Assurance & Supervision	2.0	8	16	
<b>SCHEDULE</b> (Proposal)				
o Timeliness to target dates in the Scope of Work	1.0	10	10	
<b>REFERENCES</b>				
o The firm's past record of performance on similar projects	2.0	9	18	
<b>A. TOTAL</b> (Proposal)			151.5	

Signature [Signature]

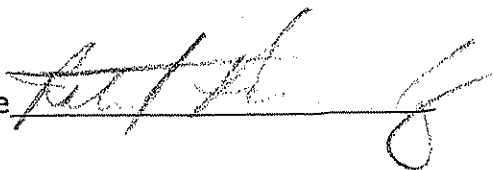
# PROPOSAL EVALUATION FORM

Consultant: AKM Date: 11/19/08

Project: Conversion of Natural Gas Engine Driven Pumps Package No: TBA

CRITERION	(a) Weight	(b) Score (0-10)	(a) x (b) Weighted Score	Notes and Questions for Interview
<b>INTRODUCTION</b> (Proposal)				
<ul style="list-style-type: none"> <li>Comprehension of the RFP</li> </ul>	2.0	9	18	
<b>QUALIFICATIONS</b> (Proposal)				
<ul style="list-style-type: none"> <li>A. Experience of the firm and subcontractors on similar projects</li> </ul>	1.5	9	13.5	
<ul style="list-style-type: none"> <li>B. Qualifications &amp; Experience of Personnel</li> </ul>	2.0	8	16	
<b>WORK PLAN</b> (Proposal)				
<ul style="list-style-type: none"> <li>Knowledge of project</li> </ul>	2.0	8	16	
<ul style="list-style-type: none"> <li>Knowledge of existing conditions &amp; how it may affect the project</li> </ul>	2.0	8	16	
<ul style="list-style-type: none"> <li>Initiative &amp; Creativity</li> </ul>	1.5	7	10.5	
<ul style="list-style-type: none"> <li>Hours req'd vs. coverage of work</li> </ul>	1.5	7	10.5	
<ul style="list-style-type: none"> <li>Availability of team members</li> </ul>	1.0	7	7	
<ul style="list-style-type: none"> <li>Quality Assurance &amp; Supervision</li> </ul>	2.0	8	16	
<b>SCHEDULE</b> (Proposal)				
<ul style="list-style-type: none"> <li>Timeliness to target dates in the Scope of Work</li> </ul>	1.0	10	10	
<b>REFERENCES</b>				
<ul style="list-style-type: none"> <li>The firm's past record of performance on similar projects</li> </ul>	2.0	10	20	
<b>A. TOTAL</b> (Proposal)			153.5	

Signature



# PROPOSAL EVALUATION FORM

Consultant: Carollo Date: 11/13/08

Project: Conversion of Natural Gas Engine Driven Pumps Package No: TBA

CRITERION	(a) Weight	(b) Score (0-10)	(a) x (b) Weighted Score	Notes and Questions for Interview
<b>INTRODUCTION</b> (Proposal)				
o Comprehension of the RFP	2.0	9	18	
<b>QUALIFICATIONS</b> (Proposal)				
A. Experience of the firm and subcontractors on similar projects	1.5	8	12	
B. Qualifications & Experience of Personnel	2.0	8	16	
<b>WORK PLAN</b> (Proposal)				
o Knowledge of project	2.0	8	16	
o Knowledge of existing conditions & how it may affect the project	2.0	8	16	
o Initiative & Creativity	1.5	8	12	
o Hours req'd vs. coverage of work	1.5	7	10.5	
o Availability of team members	1.0	7	7	
o Quality Assurance & Supervision	2.0	8	16	
<b>SCHEDULE</b> (Proposal)				
o Timeliness to target dates in the Scope of Work	1.0	10	10	
<b>REFERENCES</b>				
o The firm's past record of performance on similar projects	2.0	8	16	
<b>A. TOTAL</b> (Proposal)			149.5	

Signature [Signature]

# PROPOSAL EVALUATION FORM

Consultant: PBS & J Date: 11/12/08

Project: Conversion of Natural Gas Engine Driven Pumps Package No: TBA

CRITERION	(a) Weight	(b) Score (0-10)	(a) x (b) Weighted Score	Notes and Questions for Interview
<b>INTRODUCTION</b> (Proposal)				
o Comprehension of the RFP	2.0	9	18	
<b>QUALIFICATIONS</b> (Proposal)				
A. Experience of the firm and subcontractors on similar projects	1.5	6	9	
B. Qualifications & Experience of Personnel	2.0	6	12	
<b>WORK PLAN</b> (Proposal)				
o Knowledge of project	2.0	8	16	
o Knowledge of existing conditions & how it may affect the project	2.0	8	16	
o Initiative & Creativity	1.5	9	13.5	
o Hours req'd vs. coverage of work	1.5	7	10.5	
o Availability of team members	1.0	7	7	
o Quality Assurance & Supervision	2.0	8	16	
<b>SCHEDULE</b> (Proposal)				
o Timeliness to target dates in the Scope of Work	1.0	10	10	
<b>REFERENCES</b>				
o The firm's past record of performance on similar projects	2.0	7	14	
<b>A. TOTAL</b> (Proposal)			142	

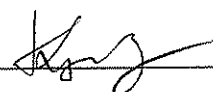
Signature [Signature]

# PROPOSAL EVALUATION FORM

Consultant: Psomas Date: 11-19-08

Project: Conversion of Natural Gas Engine Driven Pumps Package No: TBA

CRITERION	(a) Weight	(b) Score (0-10)	(a) x (b) Weighted Score	Notes and Questions for Interview
<b>INTRODUCTION</b> (Proposal) <ul style="list-style-type: none"> <li>Comprehension of the RFP</li> </ul>	2.0	8	16	- All the req'd info provided in the proposal.
<b>QUALIFICATIONS</b> (Proposal) <ul style="list-style-type: none"> <li>A. Experience of the firm and subcontractors on similar projects</li> <li>B. Qualifications &amp; Experience of Personnel</li> </ul>	1.5 2.0	8 9	12 18	- Project team members have proper experience.
<b>WORK PLAN</b> (Proposal) <ul style="list-style-type: none"> <li>Knowledge of project</li> <li>Knowledge of existing conditions &amp; how it may affect the project</li> <li>Initiative &amp; Creativity</li> <li>Hours req'd vs. coverage of work</li> <li>Availability of team members</li> <li>Quality Assurance &amp; Supervision</li> </ul>	2.0 2.0 1.5 1.5 1.0 2.0	9 9 9 8 8 7	18 18 13.5 12 8 14	- Identified settlement of subgrade & other existing conditions.
<b>SCHEDULE</b> (Proposal) <ul style="list-style-type: none"> <li>Timeliness to target dates in the Scope of Work</li> </ul>	1.0	10	10	
<b>REFERENCES</b> <ul style="list-style-type: none"> <li>The firm's past record of performance on similar projects</li> </ul>	2.0	9	18	- No bad reference. - One w/ a different project team went over budget due to design change. - One excellent feed back.
<b>A. TOTAL</b> (Proposal)			157.5	

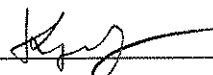
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# PROPOSAL EVALUATION FORM

Consultant: AKM Consulting Engineers Date: 11-19-08

Project: Conversion of Natural Gas Engine Driven Pumps Package No: TBA

CRITERION	(a) Weight	(b) Score (0-10)	(a) x (b) Weighted Score	Notes and Questions for Interview
<b>INTRODUCTION</b> (Proposal) <ul style="list-style-type: none"> <li>Comprehension of the RFP</li> </ul>	2.0	8	16	Just re-iterated the contents from the RFP.
<b>QUALIFICATIONS</b> (Proposal) <ul style="list-style-type: none"> <li>A. Experience of the firm and subcontractors on similar projects</li> <li>B. Qualifications &amp; Experience of Personnel</li> </ul>	1.5 2.0	9 9	13.5 18	More experience shown in the proposal than the others. Project team members have proper experience.
<b>WORK PLAN</b> (Proposal) <ul style="list-style-type: none"> <li>Knowledge of project</li> <li>Knowledge of existing conditions &amp; how it may affect the project</li> <li>Initiative &amp; Creativity</li> <li>Hours req'd vs. coverage of work</li> <li>Availability of team members</li> <li>Quality Assurance &amp; Supervision</li> </ul>	2.0 2.0 1.5 1.5 1.0 2.0	9 8 7 8 8 7	18 16 10.5 12 8 14	Re-iterated the things from the RFP.
<b>SCHEDULE</b> (Proposal) <ul style="list-style-type: none"> <li>Timeliness to target dates in the Scope of Work</li> </ul>	1.0	10	10	
<b>REFERENCES</b> <ul style="list-style-type: none"> <li>The firm's past record of performance on similar projects</li> </ul>	2.0	9	18	No bad reference. On time & within budget. One excellent feed back.
<b>A. TOTAL</b> (Proposal)			154	

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# PROPOSAL EVALUATION FORM

Consultant: Carollo Engineers Date: 11-19-08

Project: Conversion of Natural Gas Engine Driven Pumps Package No: TBA

CRITERION	(a) Weight	(b) Score (0-10)	(a) x (b) Weighted Score	Notes and Questions for Interview
<b>INTRODUCTION</b> (Proposal)  ○ Comprehension of the RFP	2.0	8	16	- All the req'd info provided in the Proposal.
<b>QUALIFICATIONS</b> (Proposal)  A. Experience of the firm and subcontractors on similar projects  B. Qualifications & Experience of Personnel	1.5  2.0	8  8	12  16	
<b>WORK PLAN</b> (Proposal)  ○ Knowledge of project ○ Knowledge of existing conditions & how it may affect the project ○ Initiative & Creativity ○ Hours req'd vs. coverage of work ○ Availability of team members ○ Quality Assurance & Supervision	2.0 2.0 1.5 1.5 1.0 2.0	9 8 8 6 10 7	18 16 12 9 10 14	- A lot more hours proposed to finish the project. About 50% more than the others.
<b>SCHEDULE</b> (Proposal)  ○ Timeliness to target dates in the Scope of Work	1.0	10	10	
<b>REFERENCES</b>  ○ The firm's past record of performance on similar projects	2.0	8	16	- Different project teams. - Finish on time & came in within budget. - No bad reference
<b>A. TOTAL</b> (Proposal)			149	

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# PROPOSAL EVALUATION FORM

Consultant: PBS & J Date: 11-19-08

Project: Conversion of Natural Gas Engine Driven Pumps Package No: TBA

CRITERION	(a) Weight	(b) Score (0-10)	(a) x (b) Weighted Score	Notes and Questions for Interview
<b>INTRODUCTION</b> (Proposal)				
<ul style="list-style-type: none"> <li>Comprehension of the RFP</li> </ul>	2.0	8	16	- All the req'd info provided in the proposal.
<b>QUALIFICATIONS</b> (Proposal)				
<ul style="list-style-type: none"> <li>A. Experience of the firm and subcontractors on similar projects</li> </ul>	1.5	7	10.5	- Some of the listed projects are sewer projects.
<ul style="list-style-type: none"> <li>B. Qualifications &amp; Experience of Personnel</li> </ul>	2.0	7	14	- Team members are introduced as Sanitary sewer specialists.
<b>WORK PLAN</b> (Proposal)				
<ul style="list-style-type: none"> <li>Knowledge of project</li> </ul>	2.0	9	18	
<ul style="list-style-type: none"> <li>Knowledge of existing conditions &amp; how it may affect the project</li> </ul>	2.0	8	16	
<ul style="list-style-type: none"> <li>Initiative &amp; Creativity</li> </ul>	1.5	8	12	
<ul style="list-style-type: none"> <li>Hours req'd vs. coverage of work</li> </ul>	1.5	8	12	
<ul style="list-style-type: none"> <li>Availability of team members</li> </ul>	1.0	8	8	
<ul style="list-style-type: none"> <li>Quality Assurance &amp; Supervision</li> </ul>	2.0	7	14	
<b>SCHEDULE</b> (Proposal)				
<ul style="list-style-type: none"> <li>Timeliness to target dates in the Scope of Work</li> </ul>	1.0	10	10	
<b>REFERENCES</b>				
<ul style="list-style-type: none"> <li>The firm's past record of performance on similar projects</li> </ul>	2.0	7	14	- Did not finish on time for one project due to departure of one team member. - One wrong reference.
<b>A. TOTAL</b> (Proposal)			144.5	

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