

**Garden Grove Sanitary District**

**INTER-DEPARTMENT MEMORANDUM**

To: Matthew Fertal  
 Dept: General Manager  
 Subject: RECOMMENDATION TO AWARD CONTRACT FOR PROFESSIONAL ENGINEERING SERVICES FOR PRIORITY SEWER IMPROVEMENTS PROJECT NOS. 20, 21, 22 AND 23

From: Keith G. Jones  
 Dept: Public Works  
 Date: March 23, 2010

OBJECTIVE

To recommend that the Garden Grove Sanitary District Board award a contract for professional engineering services of the Priority Sewer Improvements Project Nos. 20, 21, 22 and 23.

BACKGROUND

Priority Sewer Improvements Project Nos. 20, 21, 22 and 23 were approved and budgeted for this fiscal year as a part of the Sewer System Capacity Assurance Plan. These projects will relieve capacity deficiencies in the existing Lampson Avenue Sewer from Volkwood Street to just west of Jetty Street, Easement Sewer from Lampson Avenue to Twintree Circle, and Twintree Circle Sewer from Anzio Street to the end of the cul-de-sac. The projects will be designed this year and constructed by next FY 2010/11.

DISCUSSION

Pursuant to Garden Grove Municipal Code Section 2.50.110 and Government Code Section 4526, staff requested proposals from five (5) firms to provide professional engineering services. Three staff members rated the submitted proposals on the basis of qualifications without considering cost. Based on evaluation results, Harris & Associates rated highest in qualifications and 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:

	<b>Harris &amp; Associates</b> Irvine, CA	<b>Psomas</b> Santa Ana, CA	<b>AKM Consulting Engineers</b> Irvine, CA	<b>PBS&amp;J</b> Orange, CA	<b>Tetra Tech</b> Irvine, CA
<i>Rater A</i>	168	165.5	164	159	153.5
<i>Rater B</i>	163	160.5	161.5	156.5	154.5
<i>Rater C</i>	161	162.5	162.5	158	151.5
<b>Totals</b>	<b>492</b>	488.5	488	473.5	459.5

RECOMMENDATION TO AWARD CONTRACT FOR PROFESSIONAL ENGINEERING SERVICES FOR PRIORITY SEWER IMPROVEMENTS PROJECT NOS. 20, 21, 22 AND 23  
March 23, 2010  
Page 2

Upon selection of the most qualified firm, staff interviewed Harris & Associates and negotiated an agreement for its services.


FINANCIAL IMPACT

This project will be financed with sewer funds and will have no impact on the General Fund.

RECOMMENDATION

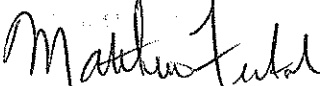
It is recommended that the Garden Grove Sanitary District Board:

- Award the contract for professional engineering services to Harris & Associates for the Priority Sewer Improvements Project Nos. 20, 21, 22 and 23.
- Authorize the General Manager to sign the professional service agreement with Harris & Associates for the professional engineering services of the Priority Sewer Improvements Project Nos. 20, 21, 22 and 23 in the amount of \$177,066.

  
KEITH G. JONES  
Public Works Director

  
By: Samuel Kim  
Project Engineer

Recommended for Approval

  
Matthew Fertal  
General Manager

Attachment: 1) Location Map  
2) Professional Services Agreement  
3) Panel Rating Sheets



CHECKED BY:  
S.K.

PREPARED BY:  
STL

DRAWN BY:  
STL

SCALE:  
N.T.S.

PROJECT NO.  
XXXX

DATE:  
NOV. 6, 2009



Garden Grove  
Sanitary District



SEWER IMPROVEMENTS  
PROJECTS 20, 21, 22, 23

## PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT is made and entered into, to be effective the 23<sup>rd</sup> day of March, 2010, by and between the GARDEN GROVE SANITARY DISTRICT, a California Special District, hereinafter referred to as "District," and Harris & Associates, a California Corporation, hereinafter referred to as "Consultant." District and Consultant are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties."

### RECITALS

WHEREAS, District has determined that there is a need for Design Survey, Soils Boring/Characterization, Potholing, Permitting and Engineering Services for the construction of Priority Sewer Improvements Project No. 20, 21, 22 and 23 (the "Project");

WHEREAS, District 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

District 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 represents 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 District, Consultant shall provide District with all records pertaining to this Agreement.

### B. Total Payment

The Parties agree that Consultant shall bill for the Services provided by Consultant to District 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 \$177,060.

### C. Monthly Payment

1. District 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 District 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 District. Invoices shall be submitted on or about the first business day of each month, for Services provided the prior month. District 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 District determines that the approved written Scope of Work under this Agreement or any specified task hereunder is incomplete, the District General 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 District General Manager.

#### **IV. TERMINATION**

District 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, District shall pay Consultant its allowable costs incurred to date of termination and those allowable costs determined by District 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 District 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 District under this Agreement. Upon termination of the Agreement pursuant to this Section, Consultant will submit an invoice to District pursuant to Section III. Consultant may terminate this Agreement, with or without cause, upon thirty (30) days written notice to District.

#### **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, District 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 District General 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, District 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 District may be entitled at law, in equity or under this Agreement. Consultant shall be liable for any and all reasonable costs incurred by District 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 District 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 District 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 District 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 District's offices.

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

C. No District 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, District shall not pay salaries, wages, or other compensation to Consultant for the performance of Services under this Agreement. District 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 District 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 District 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 District 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 District. 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 District. If Consultant is permitted to subcontract any part of this Agreement by District, Consultant shall be responsible to District 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 District. All persons engaged in the work will be considered employees of Consultant. District 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. District 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 District.

Consultant shall provide to District certificates of insurance in a form acceptable to District 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 District 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 District and shall name the Garden Grove Sanitary District and its officers, board members, 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 District.

**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 District General Manager. At the option of the District General Manager, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the District and its board members, 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 District General 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 Garden Grove Sanitary District and its board members, 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 District and its board members, 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 District 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 District.

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 District for review.

**E. Verification of Coverage**

Consultant shall furnish District 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 District 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 Garden Grove Sanitary District and its board members, officers, officials, employees, agents, 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, which Claims arise out of, pertain to, or are related to the negligence, recklessness or willful misconduct of Consultant, its agents, employees, or subcontractors, or arise from Consultant's negligent, reckless or willful performance of or negligent or intentional 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 Garden Grove Sanitary District and its board members, 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. 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 District will reimburse Consultant for the reasonable costs of defending the Indemnified Parties against such Claims, except District 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 District 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.

### **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 Garden Grove Sanitary District and its board members, 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 District 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 District 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 District's prior written authorization. Consultant, its officers, employees, agents or subcontractors shall not without written authorization from the District General Manager or unless requested by District'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 District. Response to a subpoena or court order shall not be considered "voluntary" for the purposes of this Section, provided Consultant gives District proper notice of such subpoena or court order. Consultant shall properly notify District 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. District 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 District. Consultant agrees to cooperate fully with District and to provide District with an opportunity to review and respond to discovery requests provided by Consultant, arising out of Services performed pursuant to this Agreement. However, District's right to review any such request or response does not imply or mean District 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 District upon the termination or completion of the work. Consultant agrees to furnish to District 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 District.

#### **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 District: Garden Grove Sanitary District  
13802 Newhope Street  
Garden Grove, CA 92843  
Attention: Samuel Kim, P.E.

To Consultant: Harris & Associate  
34 Executive Park, Suite 150  
Irvine, CA 92614  
Attention: Randall Berry, P.E.

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 remainder 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 District 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 District, 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 DISTRICT OFFICERS AND EMPLOYEES**

No officer or employee of the District shall be personally liable to the Consultant, or any successor in interest, in the event of any default or breach by the District 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 District, by its officers thereunto duly authorized, and Consultant as of the day and year first above written.

"DISTRICT"  
GARDEN GROVE SANITARY DISTRICT


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

ATTEST:

By: \_\_\_\_\_  
Kathy Bailor  
District Secretary

APPROVED AS TO FORM:

Woodruff, Spradlin & Smart

By:   
Thomas F. Nixon  
Garden Grove Sanitary District  
General Counsel



"Consultant"  
Harris & Associates

By: *Randall Berry*  
Randall G. Berry, PE  
Design Manager

**EXHIBIT A**

**SCOPE OF SERVICES**

# Harris Scope of Services for Garden Grove Sanitary District – Sewer Projects 20, 21, 22 & 23

**DELIVERABLE**

**YOUR BENEFIT**

**OUR FUNCTION**

## TASK 1.0 PROJECT MANAGEMENT

<p><b>1.1 Kickoff and Progress Meetings</b></p>	<p>At the kickoff meeting, if not sooner, we will meet with GGSD staff to confirm the scope of work, <u>potential alternatives</u> schedule, budget, and availability of project documents. These meetings will address project goals and exchange ideas for solutions, discuss format of deliverables, clarify responsibilities of each party and keep GGSD staff updated on the project schedule, progress and upcoming milestones.</p>	<p>Harris will confirm the project approach, with the goal of improving capacity in the wastewater system with GGSD staff. We recommend inviting all stakeholders including GGSD maintenance staff, utility agencies, and regulatory staff to the kickoff meeting and progress meetings. These meetings will ensure that all parties understand all aspects of the work.</p>	<ul style="list-style-type: none"> <li>- Meeting agenda and minutes with action items, as appropriate</li> <li>- Final project schedule</li> </ul>
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<p><b>1.2 Sub-Consultant Management</b></p>	<p>When sub-consultant services extend more than a month we require a brief monthly status report to accompany invoices. The format is similar to the monthly Progress Report GGSD will receive with Harris' monthly invoice.</p>	<p>This gives Harris and GGSD progress reports on sub-consultant activities. We require the same level of accountability of our subs as you do of Harris.</p>	<ul style="list-style-type: none"> <li>- Status report transmitted to GGSD with each sub-consultant invoice</li> </ul>
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## TASK 2.0 PRELIMINARY INVESTIGATION AND DESIGN SURVEY

<p><b>2.1 Information Gathering</b></p>	<p>We will gather and review existing background information about the project including:</p> <ul style="list-style-type: none"> <li>▪ As-built record drawings (sewer, water, roadway, striping, etc.) GGSD files, master plan documents, maps and reports</li> <li>▪ Existing TV inspection logs and video</li> <li>▪ GGSD records for nearby soils borings, if any</li> <li>▪ Utility company contact names and maps (also using Harris' USA subscription to confirm all utilities)</li> </ul>	<p>We will collect all data at project inception to facilitate preliminary design and avoid costly redesigns due to unknown conditions.</p>	<ul style="list-style-type: none"> <li>- List of documents received</li> </ul>
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# Harris Scope of Services for Garden Grove Sanitary District – Sewer Projects 20, 21, 22 & 23

<b>FEATURE</b>	<b>OUR FUNCTION</b>	<b>YOUR BENEFIT</b>	<b>DELIVERABLE</b>
<b>2.2</b> <b>Site Visits</b>	<p>We will visit the project site to determine any potential constraints to the proposed construction.</p> <p>We will also evaluate the traffic control requirements and special public impacts such as proximity to busy intersections, schools and businesses.</p> <p>Site visits will occur prior to initial design.</p>	<p>Less chance of construction change orders due to field constraints and less chance of design changes during construction</p>	<p>– Issues will be summarized and addressed on the project plans.</p>
<b>2.3</b> <b>Surveying and Mapping</b>  <b>Sub-Consultant:</b> <b>KDM Meridian</b>	<p>We will obtain a detailed field survey consisting of the curb-to-curb topography, including all surface features, striping, manhole rim and invert elevations, (including the sewer manholes one segment beyond each terminal point of the reconstruction reach) and 50' interval FS cross section shots along the center line of the existing pipe alignment.</p> <p>From these we will produce 1"=40' base sheets and show underground utility lines as necessary in the project area. Right-of-way lines will be shown from the City / GGSD records and AP maps.</p>	<p>Detailed topography will help the contractor to see the project impacts in better detail, helping to lower bidding costs.</p>	<p>– Project base maps (plans and exhibits)</p>
<b>2.4</b> <b>Utility Investigation &amp; Utility detection survey</b>  <b>Sub-Consultant:</b> <b>KDM Meridian</b>	<p>We will perform an electronic underground utility detection survey to accurately locate all existing utilities, BOTH horizontally and vertically within the curb-to-curb limits.</p> <p>The vertical (depth) locations will give a good idea if additional exploratory potholing will be required.</p> <p>This information will be accurately shown on the drawings in plan and profile.</p>	<p>Unforeseen utility impacts can be the number one source for change orders during pipe line construction; however, Harris &amp; Associates has a proven track record of avoiding these pitfalls.</p> <p>Performing an electronic detection survey will minimize these impacts during construction, saving time and effort during design and saving GGSD headaches and costs during construction. This is especially true if existing utility record drawings are lacking or there are a lot of hazardous existing utilities, such as the 34" high pressure gas line, or gravity storm drain systems, closely paralleling or crossing the proposed sewer construction.</p> <p>Potholing costs can be reduced as well.</p>	<p>– Utilities plotted on the preliminary drawings</p> <p>– Utility companies will receive copies of all milestone submittals to confirm locations of their facilities and address any unavoidable impacts.</p> <p>– The 100% final submittal would be sent by GGSD on GGSD letterhead, utilizing a summary list of utility impacts provided by Harris.</p>



# Harris Scope of Services for Garden Grove Sanitary District – Sewer Projects 20, 21, 22 & 23

<b>FEATURE</b>	<b>OUR FUNCTION</b>	<b>YOUR BENEFIT</b>	<b>DELIVERABLE</b>
<b>2.5 CCTV Video Inspections</b>	We will work with GGSD staff to obtain a CCTV video inspection of the existing sewer main wherever they are deemed critical to the design, such as if an existing line is to remain or if trenchless methods are to be utilized (to re-instate)	Knowing where the existing sewer laterals are and the condition of the main line sewer is important design information, especially when trenchless repairs or parallel relief sewers are required.	<u>GGSD to provide</u> CCTV video and log report ideally with photos and issues identified by station.
<b>2.6 Environmental Clearances</b>	N/A – GGSD to provide Environmental processing	N/A	GGSD to provide
<b>TASK 3.0 PRELIMINARY DESIGN PHASE (UP TO 25%)</b>			
<b>3.1 25% Preliminary Design Drawings</b>	<p>We will confirm all hydraulic capacity needs, existing sewer facility needs and constraints, bypass methods, traffic control impacts and adjacent utility alignment constraints. We will then prepare preliminary pipeline plan and profile sheets showing the proposed construction and meet with GGSD staff and others for review comments and feedback on alternatives.</p> <p>The plans will include title sheet, key map sheet, overview plan, typical trench sections, sewer plan and profile sheets at 1" = 40' H &amp; 1" = 4' V scale in GGSD's preferred ACAD format, with existing underground utilities &amp; hydraulics tables.</p>	<p>Obtaining GGSD approval at this preliminary stage helps to avoid expensive redesign later.</p> <p>Ultimately, GGSD saves money by addressing issues and confirming approaches early in the design process.</p>	<p>Given the 90-degree angle points in the alignment, up to <b>Five (5) plan and profile sheets</b> are anticipated</p>
<b>3.2 25% Preliminary Construction Cost Estimate</b>	<p>A preliminary estimate of probable costs will be provided.</p> <p>We will utilize recent bid information from GGSD and our own sources and the resources of our expert design and construction management staff to provide current, realistic construction costs.</p>	<p>We will use recent sewer construction bid costs and involve our construction managers in our cost estimating due to their wealth of practical knowledge.</p>	<p>– Preliminary itemized cost estimate, including alternatives when applicable</p>
<b>3.3 Preliminary Design Report Notebook</b>	<p>We will prepare a 25% Preliminary Design Report Notebook, which summarizes all of the data collected, findings and calculations, permit requirements, prelim estimates, schedules &amp; plans.</p> <p>An edits to the report will not be considered as additional % progress on the overall project billing.</p>	<p>We will use a recent sample of GGSD's Preliminary Design Report Notebook, if one is available, to expedite the approval process, otherwise we have a library of sample reports to build upon</p>	<p>Preliminary Design Report Notebook, including bypass methods and alternative alignments, when applicable</p>

# Harris Scope of Services for Garden Grove Sanitary District – Sewer Projects 20, 21, 22 & 23

**FEATURE**

**OUR FUNCTION**

**YOUR BENEFIT**

**DELIVERABLE**

## TASK 4.0 FINAL DESIGN PHASE (FROM 25% TO 100% COMPLETE)

<p><b>4.1</b> <b>Geotechnical Analysis</b> <b>Sub-Consultant:</b> <b>LOR Geotech.</b></p>	<p>We will perform soil borings, lab testing, and analysis. A report will confirm the suitability of the proposed construction methods, any ground water, shoring requirements and all other soil design parameters required / requested in RFP.</p>	<p>Geotechnical recommendations are received before final design proceeds to confirm the feasibility of the construction method and to avoid re-design. A total of <b>four (4) borings</b> are proposed to <b>5 feet below sewer invert</b></p>	<p>– Geotechnical report, with recommendations, design parameters and a log of borings</p>
<p><b>4.2</b> <b>OPTIONAL Sewer Easement LD &amp; Map</b> <b>Sub-Consultants:</b> <b>KDM Meridian</b></p>	<p>If it is determined that the preferred proposed sewer alignment will be constructed within the Lampson Elementary School grounds or the Apartment complex alley near Anzio Circle, then we would provide a permanent sewer easement legal description and plat map for GGSD’s use.  Note: no appraisal, negotiation or acquisition services are presently included in the scope and fees</p>	<p>An accurate LD &amp; map prepared by the same surveyor who established the survey controls and performed the topographic survey gives GGSD staff extra confidence in the resulting document’s accuracy.  The Harris team provides these services on a regular basis for both R/W takes and easements.</p>	<p>– <b>One (1)</b> permanent sewer easement legal description and plat map</p>
<p><b>4.3</b> <b>Utility Potholing</b> <b>Sub-Consultant:</b> <b>Underground Solutions</b></p>	<p>Up to <b>twenty (20) utility potholes</b> are included in the proposed scope and fees, but are less likely to be needed due to the electronic underground utility detection survey.  This information will be accurately shown on the drawings in plan and profile.</p>	<p>Having utility potholing services available, to be used with GGSD permission, is a good extra precaution where a critical crossing is within 2’ of the proposed sewer profile alignment.</p>	<p>– Potholed utilities plotted on the drawing profiles</p>
<p><b>4.4</b> <b>Construction Plans</b></p>	<p>Revisions from GGSD’s 25% review comments and other design refinements will be incorporated and submitted in the final design drawings.  Note: Provisions for a wall reconstruction plan and profile have been included in the scope and fees in case an open trench replacement is required for sewer Project 22.</p>	<p>Provide summary of GGSD comments. Each subsequent submittal will include refinements and additional details. AutoCAD facilitates this iterative design process.</p>	<p>– Review plan sets at 90% and “Final”. Issue electronic version of PS&amp;E and reproducible mylar plans for bidding</p>



# Harris Scope of Services for Garden Grove Sanitary District – Sewer Projects 20, 21, 22 & 23

<b>FEATURE</b>	<b>OUR FUNCTION</b>	<b>YOUR BENEFIT</b>	<b>DELIVERABLE</b>
	<p>Note: No Traffic Control Plans would be prepared as part of the project, since it will be left to the contractor to prepare.</p>		
<b>4.5 Specifications and Contract Documents</b>	We will prepare the Special Provisions of the contract documents and will double check that each bid item has a materials, construction methods, measurement and payment section.	A clear set of Specifications with easy to understand bid items, which clearly delineate the required material and construction methods, will minimize contractor padding of cost estimates, help to create uniformity in bidding and lower GGSD construction costs.	<ul style="list-style-type: none"> <li>- Contract Specifications in hardcopy and electronic formats.</li> </ul>
<b>4.6 Estimate of Construction Costs</b>	From the 25% complete submittal we will refine the Estimate of Probable Cost, as the design is refined, up to the final submittal.	Harris design and construction engineers will provide current cost data from recent on-line bid sheets, personal experience, recent GGSD bids and company cost estimate databases.	<ul style="list-style-type: none"> <li>- Cost estimates at the final submittal stages in hardcopy and electronic format.</li> </ul>
<b>4.7 Design Report Notebook</b>	From the 25% complete submittal we will refine the Design Report Notebook, which summarizes all of the data collected, findings and calculations.	The Notebook provides single location summarizing all of the pertinent correspondence, calculations, progressive quantity / cost estimates, etc.	<ul style="list-style-type: none"> <li>- Final Design Report Notebook signed and Stamped by the engineer of record (Cal RCE)</li> </ul>
<b>4.8 QA/QC Review Bid-ability / Construct-ability Review</b>	<p>Prior to the each submittal, an independent in-house team led by project Director, <b>Ehab Gerges, PE</b>, will review perform a QA/QC review of all plans and documents.</p> <p>Our construction managers will perform a bid-ability / constructability review to suggest improvements and cost saving ideas.</p>	The Harris QC/QA Program minimizes errors and omissions, helps reduce GGSD review time, and keeps cost and time delays to a minimum.	<ul style="list-style-type: none"> <li>- Written review comments and updated / revised PS&amp;E construction documents</li> </ul>
<b>4.9 Answer Bidders Questions</b>	<p>Assist GGSD staff to answer questions, if any, from bidders by providing written responses to the GGSD.</p> <p>Note: bid analysis and Construction Assistance were not included in RFP – therefore not included in scope &amp; fees.</p>	Providing written answers to all plan holders reduces the chance of a bid challenge.	<ul style="list-style-type: none"> <li>- Written responses to questions, if any.</li> </ul>



# PROJECT SCHEDULE

Harris proposes to provide the services outlined in accordance with the following project schedule. The schedule would commence upon receipt of a written Notice to Proceed (NTP) and a "Bid Ready" 100% complete PS&E package would be delivered in approximately **Twenty Five (25) weeks** assuming GGSD staff will move quickly (within 10 working days) to decide on the preferred project alignment. The sewer easement acquisition process, if required, could extend beyond the 100% complete deadline, but it would be up to GGSD staff as to how quickly the easement acquisition process could be expedited and could possibly overlap with the bid period as long it was known to be forthcoming.

The Harris Team is ready to begin immediately, has a comfortable present workload, and is committed to keeping this project on schedule. We would be happy to discuss the schedule further and it would also be discussed at the initial "Kick-off" meeting and is open for revisions / acceleration based on mutual agreement.

## Proposed Project Schedule

TASKS	CALENDAR WEEKS													
	NTP	2	4	6	8	10	12	14	16	18	20	22	24	26
<b>TASK I: PROJECT MANAGEMENT</b>														
• KICK OFF MEETING / PROGRESS MEETINGS	X						X		X			X		
• SUB-CONSULTANT MANAGEMENT	[Horizontal bar spanning weeks 1 to 25]													
<b>TASK II: PRELIM INVESTIGATION &amp; DESIGN SURVEY</b>														
• GATHER INFORMATION	[Horizontal bar spanning weeks 1 to 2]													
• SITE VISITS			[Horizontal bar spanning weeks 3 to 4]											
• TOPOGRAPHIC SURVEY	[Horizontal bar spanning weeks 1 to 3]													
• UTILITY COORD & DETECTION SURVEY	[Horizontal bar spanning weeks 1 to 3]							[Horizontal bar spanning weeks 12 to 13]					[Horizontal bar spanning weeks 24 to 25]	
<b>TASK III: PRELIM DESIGN (TO 25%)</b>														
• PRELIM 25% DESIGN & ALT ALIGNMENTS			[Horizontal bar spanning weeks 4 to 7]											
• PRELIM 25% DESIGN ESTIMATE						[Horizontal bar spanning weeks 8 to 9]								
• PRELIM 25% DESIGN NOTEBOOK														
• GGSD FEEDBACK MEETING (25% DESIGN) GGSD REVIEW COMMENTS (10 DAYS LATER) ALTERNATIVE ALIGNMENT SELECTED								[Horizontal bar spanning weeks 10 to 11]						
• GGSD GIVES "OK" TO PROCEED ON PS&E								[Horizontal bar spanning weeks 11 to 12]						
<b>PHASE IV: FINAL DESIGN (TO 100%)</b>														
• GEOTECHNICAL INVESTIGATION								[Horizontal bar spanning weeks 13 to 15]						
• PREPARE OPTIONAL EASEMENT LD & MAP									[Horizontal bar spanning weeks 15 to 16]					
• GGSD PURSUES SEWER EASEMENT (If Any)										[Horizontal bar spanning weeks 16 to 18]	→			
• UTILITY POTHOLING (PRE-APPROVED)									[Horizontal bar spanning weeks 15 to 16]					
• PREPARE PS&E TO 90%									[Horizontal bar spanning weeks 13 to 17]					
• QA / QC & BIDDABILITY REVIEWS						[Horizontal bar spanning weeks 8 to 9]			[Horizontal bar spanning weeks 15 to 16]					
• GGSD REVIEW 90% PS&E										[Horizontal bar spanning weeks 18 to 20]				
• PREPARE PS&E TO 100%												[Horizontal bar spanning weeks 22 to 24]		
• GGSD APPROVES 100% PS&E & NOTEBOOK														X
• ASSIST DURING BIDDING														X →



EXHIBIT B

SCHEDULE OF PAYMENT

**GARDEN GROVE SANITARY DISTRICT  
SEWER IMPROVEMENTS - PROJECTS # 20, 21, 22 & 23  
HARRIS & ASSOCIATES  
DESIGN FEE ESTIMATE**



Harris & Associates.

December 4, 2009

TASK, PHASE, DESCRIPTION	Assigned Staff:						Const. Mgr	Incl 10% SUB'S TOTAL	GRAND TOTALS
	STAFF	Ehab Gerges	R. Berry	R. Bliss	Gary S.	B. Loughrin Heidi M.			
	QA/QC HOURS	PM HOURS	SR. PE HOURS	PE HOURS	SR CADD HOURS				
<b>1.0 PROJECT MANAGEMENT</b>									
1.1 Meetings (Kick-off & Progress Meetings)		INCLUDED IN HOURS BELOW							
1.2 Subconsultant Mgmt		INCLUDED IN HOURS BELOW							
<b>2.0 PRELIMINARY PHASE SERVICES</b>									
2.1 Information Gathering			2	4	4	8			
2.2 Site Visits			2	8	8	8			
2.3 Survey & Base Mapping (KDMM) Up to 5 P&P Sheets			2	8	8	32		\$15,200	
2.4 Utility Investigation & Utility Detection Survey (KDMM)			2	8	8	24		\$11,200	
2.5 CCTV Video Inspection		PROVIDED BY GGSD							
2.6 Environmental Clearances		PROVIDED BY GGSD							
<b>SUBTOTAL HOURS</b>		0	8	28	28	72	0	136	
<b>SUBTOTAL DOLLARS</b>		\$0	\$1,560	\$5,040	\$4,060	\$8,640	\$0	\$26,400	
<b>45,700</b>									
<b>3.0 PRELIMINARY DESIGN (UP TO 25%)</b>									
3.1 Conceptual Design & 25% Preliminary Design Drawings (Approx 5 Plan & Profile Sheets)		2	8	12	12	32			
3.2 25% Preliminary Construction Estimate			2	6		8			
3.3 25% Preliminary Design Report Notebook			16	16	16				
<b>SUBTOTAL HOURS</b>		2	26	34	28	40	0	130	
<b>SUBTOTAL DOLLARS</b>		\$440	\$5,070	\$6,120	\$4,060	\$4,800	\$0	\$20,490	
<b>4.0 FINAL DESIGN (TO 100%)</b>									
4.1 Geotechnical Analysis - 4 cores (LOR)			2	2				\$6,720	
4.2 Prepare 1 Easement LD & Map (KDMM) Incls title report								\$3,100	
4.3 Utility Potholing - Up to 20 (Underground Solutions)			4	6		8		\$21,000	
4.4 Design Drawings (includes Title Sheet, Detail Sheet, 5 Sewer P&P Sheets & 1 Wall R&R P&P Sheet) to 60%			16	24	24	56			
4.4 Design Drawings (includes Title Sheet, Detail Sheet, 5 Sewer P&P Sheets & 1 Wall R&R P&P Sheet) to 100%			8	12	12	24			
4.5 25% to 60% to 90% to 100% Specifications			6	20					
4.6 25% to 60% to 90% to 100% Opinion of Probable Cost			4	8	8	6			
4.6 Processing / addressing PS&E checks with GGSD staff			12	12	24	24			
4.6 Finalize Design Report Notebook			2	4	8	2			
4.7 Biddability / Constructability Review			2	4	4	4	6		
4.8 QA/QC Reviews		6	2	4	4	4			
4.9 Answer Bid Questions			8	4					
<b>SUBTOTAL HOURS</b>		6	66	100	84	128	6	390	
<b>SUBTOTAL DOLLARS</b>		\$1,320	\$12,870	\$18,000	\$12,180	\$15,360	\$870	\$30,820	
<b>\$91,420</b>									
<b>NOT-TO-EXCEED SUBTOTAL =</b>								<b>\$157,610</b>	
<b>HOURLY RATES</b>		\$220	\$195	\$180	\$145	\$120	\$145	Sub's+10%	
Optional: Prepare Traffic Control Plans (up to 4 plan sheets) and process for approval		4	16	24	42	42			
<b>SUBTOTAL DOLLARS</b>		\$880	\$3,120	\$4,320	\$6,090	\$5,040		\$19,450	
<b>COMBINED GRAND TOTAL DOLLARS (WITH BOTH OPTIONAL SERVICES) =</b>								<b>\$177,060</b>	

**CERTIFICATE OF THE PRESIDENT  
OF  
HARRIS & ASSOCIATES, INC.**

**Authorization to Enter into Contracts**

Pursuant to the authority granted by Section 5.3 of the Bylaws of Harris & Associates, Inc., a California corporation ("Company"), and the delegation of authority by the Board of Directors of the Company, to the President, the undersigned, as President, hereby authorizes the individuals named below to have the authority, in the amounts set forth below, to enter into contracts, proposals, and cost proposals, and to incur obligations. Authority to enter into contract amendments is subject to the same limits set forth below, based on the amount of the original contract. These individual authorities shall remain in effect until the designated individual's employment or position is terminated, or the signing authority is revoked, changed or amended by a duly executed Certificate of the President.

**Contracts in Unlimited Amounts**

L. Carl Harris	Chairman
Guy A. Erickson	President
Neil M. McCosker	Chief Operating Officer
Marian S. Ross	Chief Financial Officer
Vernon A. Phillips	Secretary
Byron G. Tobey, Jr.	Director of Marketing

**Contracts up to Five Million Dollars (\$5,000,000)**

Randall S. Duncan	David T. Seevers
Robert C. Earl	Kim A. Sloat
Mario Maciel	

**Contracts up to One Million Dollars (\$1,000,000)**

Brett E. Barnett  
Joan E. Cox  
Isaac C. Dee  
Robert DeLiso

Ehab S. Gerges  
Edward A. Kozlowski  
Marie A. Shockley

**Contracts up to Five Hundred Thousand Dollars (\$500,000)**

Gary S. Moriarty  
Julius P. Feher  
Dana O. LeSher

Raymond K. Polidoro  
E. Javier Saunders

**Contracts up to Two Hundred Fifty Thousand Dollars (\$250,000)**

Randall G. Berry  
James D. Bissell  
Rick L. Darnley  
Gregory B. Griffith  
Ramon Guiao


Robert S. Guletz  
Richard A. Huffman  
William Little III  
Russell A. Moore  
Steven E. Roberts

**Contracts up to Fifty Thousand Dollars (\$50,000)**

Harmony B. Kunz  
Cynthia A. Laffoon

Elizabeth A. Nystrom  
Denise M. Owen

IN WITNESS WHEREOF, the undersigned has executed this Certificate of the President  
on this 1<sup>ST</sup> day of August, 2009.

  
Guy A. Erickson, President


# PROPOSAL EVALUATION FORM

ATTACHMENT NO. 3

Consultant: HARRIS & ASSOCIATES Date: 1/25/2010

Project: Sewer Improvements Projects 20, 21, 22 & 23 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>o Comprehension of the RFP</li> </ul>	2.0	9	18	
<b>QUALIFICATIONS</b> (Proposal)				
A. Experience of the firm and subcontractors on similar projects	1.5	9	13.5	LACK OF INFORMATION ABOUT SUPPORTING STAFF. THEY ARE SPENDING ABOUT 50% OF THE TOTAL HRS.
B. Qualifications & Experience of Personnel	2.0	8	16	
<b>WORK PLAN</b> (Proposal)				
o Knowledge of project	2.0	9	18	PROVIDE OPTIMAL NEW SEWER AUGMENT CTS TOTAL HRS
o Knowledge of existing conditions & how it may affect the project	2.0	9	18	
o Initiative & Creativity	1.5	9	13.5	
o Hours req'd vs. coverage of work	1.5	8	12	
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	10	10	
<b>REFERENCES</b>				
o The firm's past record of performance on similar projects	2.0	10	20	
<b>A. TOTAL</b> (Proposal)			163	

Signature 

## PROPOSAL EVALUATION FORM

Consultant: HARRIS & ASSOCIATES Date: 1/20/10

Project: Sewer Improvements Projects 20, 21, 22 & 23 Package No: TBA

CRITERION	(a) Weight	(b) Score (0-10)	(a) x (b) Weighted Score	Notes and Questions for Interview
<b>INTRODUCTION</b> <i>(Proposal)</i>				
<ul style="list-style-type: none"> <li>○ Comprehension of the RFP</li> </ul>	2.0	9	18	
<b>QUALIFICATIONS</b> <i>(Proposal)</i>				
A. Experience of the firm and subcontractors on similar projects	1.5	9	13.5	
B. Qualifications & Experience of Personnel	2.0	9	18	
<b>WORK PLAN</b> <i>(Proposal)</i>				
<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	9	18	ALT. ROUTE DESIRABLE
	2.0	9	18	
	1.5	10	15	
	1.5	9	13.5	
	1.0	9	9	
	2.0	9	18	
<b>SCHEDULE</b> <i>(Proposal)</i>				
<ul style="list-style-type: none"> <li>○ Timeliness to target dates in the Scope of Work</li> </ul>	1.0	9	9	A LITTLE LONG
<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	
<b>A. TOTAL</b> <i>(Proposal)</i>			168	

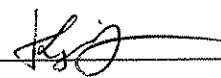
Signature BT Hayden

# PROPOSAL EVALUATION FORM

Consultant: Harris & Associates Date: 1-4-10

Project: Sewer Improvements Projects 20, 21, 22 & 23 Package No: TBA

CRITERION	(a) Weight	(b) Score (0-10)	(a) x (b) Weighted Score	Notes and Questions for Interview
<b>INTRODUCTION</b> <i>(Proposal)</i>				
o Comprehension of the RFP	2.0	9	18	
<b>QUALIFICATIONS</b> <i>(Proposal)</i>				
A. Experience of the firm and subcontractors on similar projects	1.5	9	13.5	
B. Qualifications & Experience of Personnel	2.0	9	18	
<b>WORK PLAN</b> <i>(Proposal)</i>				
o Knowledge of project	2.0	9	18	
o Knowledge of existing conditions & how it may affect the project	2.0	9	18	All existing conditions & possible impact to the project listed. Alternate alignment provided as an option.  No details about QA/QC program. QA/QC person assigned.
o Initiative & Creativity	1.5	9	13.5	
o Hours req'd vs. coverage of work	1.5	8	12	
o Availability of team members	1.0	8	8	
o Quality Assurance & Supervision	2.0	7	14	
<b>SCHEDULE</b> <i>(Proposal)</i>				
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	Good feed back from reference(s).
<b>A. TOTAL</b> <i>(Proposal)</i>				
			161	

Signature 

# PROPOSAL EVALUATION FORM

Consultant: PHOMAS Date: 1/25/2010

Project: Sewer Improvements Projects 20, 21, 22 & 23 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	7	14	STAFF ENGINEER HAS ONLY 2 YRS OF EXPERIENCE & SHE SPEND ALMOST 25% OF TOTAL HOURS OF PROJECT.
<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	9	18	
o Initiative & Creativity	1.5	9	13.5	PROVIDE OPTIMAL NEW OWNER ALIGNMENT.
o Hours req'd vs. coverage of work	1.5	7	10.5	1,031 HRS
o Availability of team members	1.0	9	9	
o Quality Assurance & Supervision	2.0	9	18	
<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	FEES ARE EXPENSIVE FOR DESIGN CHANGES.
<b>A. TOTAL</b> (Proposal)			160.5	

Signature 



# PROPOSAL EVALUATION FORM

Consultant: PSOMAS Date: 1/19/10

Project: Sewer Improvements Projects 20, 21, 22 & 23 Package No: TBA

CRITERION	(a) Weight	(b) Score (0-10)	(a) x (b) Weighted Score	Notes and Questions for Interview
<b>INTRODUCTION</b> <i>(Proposal)</i>				
<ul style="list-style-type: none"> <li>o Comprehension of the RFP</li> </ul>	2.0	9	18	
<b>QUALIFICATIONS</b> <i>(Proposal)</i>				
<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	9	18	
<b>WORK PLAN</b> <i>(Proposal)</i>				
<ul style="list-style-type: none"> <li>o Knowledge of project</li> </ul>	2.0	9	18	
<ul style="list-style-type: none"> <li>o Knowledge of existing conditions &amp; how it may affect the project</li> </ul>	2.0	9	18	
<ul style="list-style-type: none"> <li>o Initiative &amp; Creativity</li> </ul>	1.5	10	15	ALT. ROUTE DESIRAB
<ul style="list-style-type: none"> <li>o Hours req'd vs. coverage of work</li> </ul>	1.5	8	12	HIGHER HRS REQ
<ul style="list-style-type: none"> <li>o Availability of team members</li> </ul>	1.0	9	9	
<ul style="list-style-type: none"> <li>o Quality Assurance &amp; Supervision</li> </ul>	2.0	9	18	NO
<b>SCHEDULE</b> <i>(Proposal)</i>				
<ul style="list-style-type: none"> <li>o Timeliness to target dates in the Scope of Work</li> </ul>	1.0	8	8	TIMELINE A LITTLE LONG
<b>REFERENCES</b>				
<ul style="list-style-type: none"> <li>o The firm's past record of performance on similar projects</li> </ul>	2.0	9	18	
<b>A. TOTAL</b> <i>(Proposal)</i>			165.5	

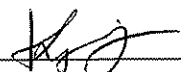
Signature BS Hayes

# PROPOSAL EVALUATION FORM

Consultant: Psomas Date: 1-4-10

Project: Sewer Improvements Projects 20, 21, 22 & 23 Package No: TBA

CRITERION	(a) Weight	(b) Score (0-10)	(a) x (b) Weighted Score	Notes and Questions for Interview
<b>INTRODUCTION</b> <i>(Proposal)</i>				
<ul style="list-style-type: none"> <li>○ Comprehension of the RFP</li> </ul>	2.0	9	18	
<b>QUALIFICATIONS</b> <i>(Proposal)</i>				
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> <i>(Proposal)</i>				
○ Knowledge of project	2.0	9	18	<ul style="list-style-type: none"> <li>- All existing conditions &amp; possible impact to the project listed.</li> <li>- Alternate alignment provided as an option.</li> <li>- QA/QC program described in detail.</li> </ul>
○ Knowledge of existing conditions & how it may affect the project	2.0	9	18	
○ Initiative & Creativity	1.5	9	13.5	
○ Hours req'd vs. coverage of work	1.5	7	10.5	
○ Availability of team members	1.0	9	9	
○ Quality Assurance & Supervision	2.0	9	18	
<b>SCHEDULE</b> <i>(Proposal)</i>				
○ 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	9	18	- Received good feedback from the listed references. Design & fee changes w/ one project.
<b>A. TOTAL</b> <i>(Proposal)</i>			162.5	

Signature 

# PROPOSAL EVALUATION FORM

Consultant: AKM Date: 1/25/2010

Project: Sewer Improvements Projects 20, 21, 22 & 23 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>o Comprehension of the RFP</li> </ul>	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)				
<ul style="list-style-type: none"> <li>o Knowledge of project</li> <li>o Knowledge of existing conditions &amp; how it may affect the project</li> <li>o Initiative &amp; Creativity</li> <li>o Hours req'd vs. coverage of work</li> <li>o Availability of team members</li> <li>o Quality Assurance &amp; Supervision</li> </ul>	2.0	9	18	PROVIDE OPTIONAL NEW SEWER AUGMENTS STATIONS  DIDNT PROVIDE THE ASSOC. ENG. & CADD TECH. WHO ARE SPEND ALMOST 60% OF TIME FOR PROJECT
	2.0	9	18	
	1.5	9	13.5	
	1.5	9	13.5	
	1.0	7	7	
	2.0	8	16	
<b>SCHEDULE</b> (Proposal)				
<ul style="list-style-type: none"> <li>o 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>o The firm's past record of performance on similar projects</li> </ul>	2.0	9	18	MAYED CRUCIAL PERMIT INFO. ON PREV. PROJECT DESIGN.
<b>A. TOTAL</b> (Proposal)			161.5	

Signature 

## PROPOSAL EVALUATION FORM

Consultant: AKM Date: 1/19/10

Project: Sewer Improvements Projects 20, 21, 22 & 23 Package No: TBA

CRITERION	(a) Weight	(b) Score (0-10)	(a) x (b) Weighted Score	Notes and Questions for Interview
<b>INTRODUCTION</b> <i>(Proposal)</i>				
<ul style="list-style-type: none"> <li>○ Comprehension of the RFP</li> </ul>	2.0	9	18	
<b>QUALIFICATIONS</b> <i>(Proposal)</i>				
A. Experience of the firm and subcontractors on similar projects	1.5	9	13.5	
B. Qualifications & Experience of Personnel	2.0	9	18	
<b>WORK PLAN</b> <i>(Proposal)</i>				
○ Knowledge of project	2.0	9	18	
○ Knowledge of existing conditions & how it may affect the project	2.0	9	18	
○ Initiative & Creativity	1.5	10	15	ALT. ROUTE DESIRABLE
○ Hours req'd vs. coverage of work	1.5	9	13.5	
○ Availability of team members	1.0	7	7	
○ Quality Assurance & Supervision	2.0	8	16	NO DETAIL
<b>SCHEDULE</b> <i>(Proposal)</i>				
○ Timeliness to target dates in the Scope of Work	1.0	9	9	VERY REASONABLE
<b>REFERENCES</b>				
○ The firm's past record of performance on similar projects	2.0	9	18	
<b>A. TOTAL</b> <i>(Proposal)</i>			164	

Signature B. H. Hansen

# PROPOSAL EVALUATION FORM

Consultant: AKM Date: 1-4-10

Project: Sewer Improvements Projects 20, 21, 22 & 23 Package No: TBA

CRITERION	(a) Weight	(b) Score (0-10)	(a) x (b) Weighted Score	Notes and Questions for Interview
<b>INTRODUCTION</b> <i>(Proposal)</i>				
<ul style="list-style-type: none"> <li>○ Comprehension of the RFP</li> </ul>	2.0	9	18	
<b>QUALIFICATIONS</b> <i>(Proposal)</i>				
A. Experience of the firm and subcontractors on similar projects	1.5	9	13.5	
B. Qualifications & Experience of Personnel	2.0	9	18	
<b>WORK PLAN</b> <i>(Proposal)</i>				
<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	9	18	- All existing conditions & possible impact to the project listed. - Alternate alignment provided as an option.  - No details about QA/QC program. QA/QC person assigned.
	2.0	9	18	
	1.5	9	13.5	
	1.5	9	13.5	
	1.0	8	8	
	2.0	7	14	
<b>SCHEDULE</b> <i>(Proposal)</i>				
<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	- Many Past Projects with the GGSD listed & got good feed back from the GGSD staff. OC permit missed on one project.
<b>A. TOTAL</b> <i>(Proposal)</i>			162.5	

Signature 

# PROPOSAL EVALUATION FORM

Consultant: PCS & J Date: 1/25/2010

Project: Sewer Improvements Projects 20, 21, 22 & 23 Package No: TBA

CRITERION	(a) Weight	(b) Score (0-10)	(a) x (b) Weighted Score	Notes and Questions for Interview
<b>INTRODUCTION</b> <i>(Proposal)</i>				
<ul style="list-style-type: none"> <li>○ Comprehension of the RFP</li> </ul>	2.0	8	16	
<b>QUALIFICATIONS</b> <i>(Proposal)</i>				
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> <i>(Proposal)</i>				
<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	8	16	DIDN'T PROVIDE GOOD SOLUTION 980 TOTAL HRS.
	2.0	9	18	
	1.5	7	10.5	
	1.5	7	10.5	
	1.0	9	9	
	2.0	9	18	
<b>SCHEDULE</b> <i>(Proposal)</i>				
<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	9.5	19	
<b>A. TOTAL</b> <i>(Proposal)</i>			156.5	

Signature 

## PROPOSAL EVALUATION FORM

Consultant: PBS + J Date: 1/20/10

Project: Sewer Improvements Projects 20, 21, 22 & 23 Package No: TBA

CRITERION	(a) Weight	(b) Score (0-10)	(a) x (b) Weighted Score	Notes and Questions for Interview
<b>INTRODUCTION</b> <i>(Proposal)</i>				
<ul style="list-style-type: none"> <li>o Comprehension of the RFP</li> </ul>	2.0	9	18	
<b>QUALIFICATIONS</b> <i>(Proposal)</i>				
<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	9	18	
<b>WORK PLAN</b> <i>(Proposal)</i>				
<ul style="list-style-type: none"> <li>o Knowledge of project</li> </ul>	2.0	9	18	
<ul style="list-style-type: none"> <li>o Knowledge of existing conditions &amp; how it may affect the project</li> </ul>	2.0	9	18	
<ul style="list-style-type: none"> <li>o Initiative &amp; Creativity</li> </ul>	1.5	5	7.5	NO ALT. ROUTE HRS A LITTLE HIGH
<ul style="list-style-type: none"> <li>o Hours req'd vs. coverage of work</li> </ul>	1.5	8	12	
<ul style="list-style-type: none"> <li>o Availability of team members</li> </ul>	1.0	9	9	
<ul style="list-style-type: none"> <li>o Quality Assurance &amp; Supervision</li> </ul>	2.0	9	18	
<b>SCHEDULE</b> <i>(Proposal)</i>				
<ul style="list-style-type: none"> <li>o Timeliness to target dates in the Scope of Work</li> </ul>	1.0	9	9	
<b>REFERENCES</b>				
<ul style="list-style-type: none"> <li>o The firm's past record of performance on similar projects</li> </ul>	2.0	9	18	
<b>A. TOTAL</b> <i>(Proposal)</i>			159	

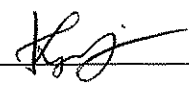
Signature PBS Kuyper

# PROPOSAL EVALUATION FORM

Consultant: PBS & J Date: 1-4-10

Project: Sewer Improvements Projects 20, 21, 22 & 23 Package No: TBA

CRITERION	(a) Weight	(b) Score (0-10)	(a) x (b) Weighted Score	Notes and Questions for Interview
<b>INTRODUCTION</b> <i>(Proposal)</i>				
o Comprehension of the RFP	2.0	9	18	
<b>QUALIFICATIONS</b> <i>(Proposal)</i>				
A. Experience of the firm and subcontractors on similar projects	1.5	9	13.5	
B. Qualifications & Experience of Personnel	2.0	7	14	- Project engineer seems to have limited experience in sewer design.
<b>WORK PLAN</b> <i>(Proposal)</i>				
o Knowledge of project	2.0	9	18	
o Knowledge of existing conditions & how it may affect the project	2.0	9	18	
o Initiative & Creativity	1.5	8	12	
o Hours req'd vs. coverage of work	1.5	7	10.5	- Significantly more hrs. budgeted than the other consultants.
o Availability of team members	1.0	10	10	
o Quality Assurance & Supervision	2.0	8	16	
<b>SCHEDULE</b> <i>(Proposal)</i>				
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	- Some projects listed are the PM's experience w/ different company.
<b>A. TOTAL</b> <i>(Proposal)</i>				
			158	

Signature 



# PROPOSAL EVALUATION FORM

Consultant: TETRA TECH Date: 1/25/2010

Project: Sewer Improvements Projects 20, 21, 22 & 23 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	
<b>QUALIFICATIONS</b> (Proposal)				
A. Experience of the firm and subcontractors on similar projects	1.5	9	13.5	LACK OF INFORMATION ABOUT ENGINEER-IA CAD OPERATOR (THEY'RE OPENING 20%)
B. Qualifications & Experience of Personnel	2.0	7	14	
<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	8	16	568 TOTAL HRS
	2.0	8	16	
	1.5	7	10.5	
	1.5	9	13.5	
	1.0	9	9	
	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)			154.5	

Signature

## PROPOSAL EVALUATION FORM

Consultant: TETRA TECH Date: 1/21/10

Project: Sewer Improvements Projects 20, 21, 22 & 23 Package No: TBA

CRITERION	(a) Weight	(b) Score (0-10)	(a) x (b) Weighted Score	Notes and Questions for Interview
<b>INTRODUCTION</b> <i>(Proposal)</i>				
<ul style="list-style-type: none"> <li>○ Comprehension of the RFP</li> </ul>	2.0	9	18	
<b>QUALIFICATIONS</b> <i>(Proposal)</i>				
<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	18	
<b>WORK PLAN</b> <i>(Proposal)</i>				
<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	7	14	NO DETAIL
<ul style="list-style-type: none"> <li>○ Initiative &amp; Creativity</li> </ul>	1.5	5	7.5	NO ALT. ROUTE
<ul style="list-style-type: none"> <li>○ Hours req'd vs. coverage of work</li> </ul>	1.5	9	13.5	
<ul style="list-style-type: none"> <li>○ Availability of team members</li> </ul>	1.0	9	9	
<ul style="list-style-type: none"> <li>○ Quality Assurance &amp; Supervision</li> </ul>	2.0	8	16	
<b>SCHEDULE</b> <i>(Proposal)</i>				
<ul style="list-style-type: none"> <li>○ Timeliness to target dates in the Scope of Work</li> </ul>	1.0	8	8	
<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	
<b>A. TOTAL</b> <i>(Proposal)</i>			153.5	

Signature B. H. Hayes

## PROPOSAL EVALUATION FORM

Consultant: Tetra Tech Date: 1-4-10

Project: Sewer Improvements Projects 20, 21, 22 & 23 Package No: TBA

CRITERION	(a) Weight	(b) Score (0-10)	(a) x (b) Weighted Score	Notes and Questions for Interview
<b>INTRODUCTION</b> <i>(Proposal)</i>				
<ul style="list-style-type: none"> <li>○ Comprehension of the RFP</li> </ul>	2.0	9	18	
<b>QUALIFICATIONS</b> <i>(Proposal)</i>				
A. Experience of the firm and subcontractors on similar projects	1.5	9	13.5	
B. Qualifications & Experience of Personnel	2.0	7	14	- Design engineer seems to have limited experience in sewer design.
<b>WORK PLAN</b> <i>(Proposal)</i>				
○ Knowledge of project	2.0	8	16	
○ Knowledge of existing conditions & how it may affect the project	2.0	8	16	
○ Initiative & Creativity	1.5	7	10.5	- No alternate alignment provided as an option.
○ Hours req'd vs. coverage of work	1.5	9	13.5	
○ Availability of team members	1.0	8	8	
○ Quality Assurance & Supervision	2.0	7	14	- QA/QC person assigned. No other details provided.
<b>SCHEDULE</b> <i>(Proposal)</i>				
○ 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	9	18	- Good feed back from reference(s).
<b>A. TOTAL</b> <i>(Proposal)</i>			151.5	

Signature 