

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To:	Matthew J. Fertal	From:	Keith G. Jones
Dept:	City Manager	Dept:	Public Works
Subject:	AWARD OF CONTRACT TO BUREAU VERITAS NORTH AMERICA, INC. FOR PROFESSIONAL ENGINEERING SERVICES FOR THE WEST GARDEN GROVE BOOSTER PUMP ENGINE REPLACEMENT AND WELL 22 REHABILITATION PROJECT (7001 CHAPMAN AVENUE, GARDEN GROVE)		
		Date:	February 8, 2011

OBJECTIVE

To recommend that the City Council award a contract for professional engineering services for the West Garden Grove Booster Pump Engine Replacement and Well 22 Rehabilitation Project located at 7001 Chapman Avenue, Garden Grove, to Bureau Veritas North America Inc., in the amount of \$385,240.

BACKGROUND

The City's water distribution system is divided into two different hydraulic regions, known as pressure zones (East Zone and West Zone), to maintain proper pressure throughout the distribution system in spite of varying topography. The West Garden Grove Booster Pumping and Well 22 Facility, which was built in 1970, is a primary water supply source for the West Zone. The costs to operate and maintain the booster pump engines have increased and the well production has decreased over the years due to the age of the facility. In addition, replacement parts for the engines are frequently not available due to the age of the engines.

The Water Master Plan has identified the West Garden Grove Booster Pumping and Well 22 Facility as one of the highest priority facilities to have its old and outdated pump engines replaced and to have its well evaluated and redeveloped. The project will be designed and constructed in FY 2010/11.

DISCUSSION

Staff requested proposals from six (6) firms to provide professional engineering services. Out of those six (6), four (4) consultants responded. Three staff members rated the proposals on the basis of knowledge, project team experience, schedule, reference and other requirements set forth in the request for proposal. Based on evaluation results, Bureau Veritas rated the highest on its ability to provide professional engineering services for this project.

AWARD OF CONTRACT TO BUREAU VERITAS NORTH AMERICA, INC.
 FOR PROFESSIONAL ENGINEERING SERVICES FOR THE
 WEST GARDEN GROVE BOOSTER PUMP ENGINE REPLACEMENT
 AND WELL 22 REHABILITATION PROJECT
 (7001 CHAPMAN AVENUE, GARDEN GROVE)

February 8, 2011

Page 2

The following is a summary of the ratings with the highest total being the most qualified:

	Bureau Veritas Costa Mesa, CA	Tetra Tech, Inc. Irvine, CA	RBF Consulting Irvine, CA	Civil Tech Monrovia, CA
<i>Rater A</i>	167	163	152	145.5
<i>Rater B</i>	143	142.5	142.5	129.5
<i>Rater C</i>	152	151	147.5	135
Totals	462	456.5	442	410

Upon identification of the most qualified firm, Water Services staff interviewed Bureau Veritas and negotiated an agreement for its services.

FINANCIAL IMPACT

Water funds were appropriated for the FY 2010/11 budget for this project. There is no impact to the General Fund.

RECOMMENDATION

It is recommended that the City Council:

- Award the contract for professional engineering services to Bureau Veritas North America, Inc., in the amount of \$385,240, for the West Garden Grove Booster Pump Engine Replacement and Well 22 Rehabilitation Project; and
- Authorize the City Manager to sign and execute the professional service agreement on behalf of the City.

David E. Furtman
 FOR KEITH G. JONES

KEITH G. JONES
 Public Works Director

Samuel Kim
 By: Samuel Kim
 Project Engineer

Recommended for Approval

Matthew Fertal
 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 8th day of February, 2011, by and between the CITY OF GARDEN GROVE, a municipal corporation, hereinafter referred to as "City," and Bureau Veritas North America, Inc., a Delaware 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, Geotechnical Investigation, Permitting, Engineering, Bidding Assistance, Construction Assistance, O&M Manual & Training and Warrantee Assistance services for the West Garden Grove Booster Pump Engine Replacement and Well 22 Rehabilitation 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 \$385,240.

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, 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 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.

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: Samuel Kim

To Consultant: Bureau Veritas, North America, Inc.
1565 MacArthur Boulevard
Costa Mesa, CA 92626
Attention: Joseph Gutierrez

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 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

Bureau Veritas, North America, Inc.
By: _____
Roy F. Stephenson, P.E.
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

EXHIBIT A

Scope of Work

Based on the Scope of Services outlined in the RFP, which is incorporated herein by reference as an integral part of this proposal, the following is our proposed Scope of Work to complete the project.

Task I – Project Management, Meetings, and Coordination

Consultant shall provide Project Management Services throughout the duration of the project including preparation of Project Management Plan, monthly progress report, updates to project schedule, attendance to meetings (progress meetings, review meetings, permit coordination, etc), and miscellaneous coordination with City staff. The hours allocated to this task has been distributed between Tasks II through Task VII.

Task II – Preliminary Design Report

The initial task for this project is dedicated to preparation of the Preliminary Design Report. This task will include several visits to the West Garden Grove Well 22 / Booster Pumping Facility to; 1) Discuss project specifics with the City's Operations and Maintenance staff; 2) Collect pertinent project records and information; and 3) Perform condition assessments on the booster pumps and wellhead facility as required.

- A. Initial / Kickoff Meeting – Set up and attend an initial/kickoff meeting with the City to introduce project team members, formalize project communication, discuss project schedule, review scope of work, and request available data, reports, documents, and plans from the City that are relevant to the Project.

Deliverables: Meeting Agenda; Meeting Minutes.

- B. Data Research and Review – Coordinate with City staff to receive available data and records of the booster station including the following: record drawings, controls and operations information, system curves, pump efficiency test data, well construction details, geologic logs, video logs, former pump tests and results, equipment cut sheets, and any other information that would be pertinent to the project.

Deliverables: None.

- C. Equipment Condition Assessment and Recommendations – Review the existing layout and physical conditions of the West Garden Grove Well 22 / Booster Pumping Facility. Perform the following as part of the assessment:

1. Static and Step Draw-Down Pumping Tests on Well 22
2. Vertical Turbine Pump Efficiency Test on Three (3) Booster Pumps – This test will be conducted per Hydraulic Institute Standards ANSI/HI 2.6-2000.

Based on the above tests, recommend whether to maintain or replace the wellhead pump and/or the three vertical turbine booster pumps.

Deliverables: None.

- D. Well Redevelopment Procedures – Develop procedures for redevelopment of Well 22. Prepare step by step instructions for the Contractor which will include: 1) Shut down procedures for Well 22; 2) Removal and inspection of existing wellhead, column and pump bowl; 3) Procedures for video logging of existing well casing; 4) Engineer’s review of collected data and video log; and 5) Recommendations for redevelopment of existing well.

Deliverables: None.

- E. Engine Replacements, Electric Motor Installation, and Upgrade to Miscellaneous Electrical and Controls Equipment – Based on the required horsepower of the existing or replacement pumping equipment (per Task II-C), recommend two (2) replacement engines for Booster Pumps 2 and 3, replacement motor for Booster Pump 1, and replacement engine for Well 22. Collect cut-sheets and specifications for all materials and equipments.

Study the existing electrical and controls equipment and recommend upgrades and modifications based on the above improvements. Evaluate the need for a stand-by natural gas generator. If a generator is required, it will be located outside in its own pre-packaged enclosure.

Deliverables: None.

- F. AQMD Emissions Regulations and Monitoring Requirements – Prepare a detailed discussion of AQMD requirements including current permit status, pending rule and regulation impacts as well as future considerations. Recently, South Coast Air Quality Management District (AQMD) adopted the revisions to Rule 1110.2 which requires reductions in three priority pollutants (Nitrogen Oxides, Carbon Monoxide and Volatile Organic Compounds) as well as enhanced reporting requirements. Environmental Protection Agency (EPA) Rule 40 Part ZZZZ may have an impact on the Carbon Monoxide concentration limits as a surrogate monitoring compound for formaldehyde. Emission control and enhanced monitoring will be part of the ultimate facility configuration.

Deliverables: None.

- G. Draft Preliminary Design Report – Prepare a Draft Preliminary Design Report summarizing the preliminary design and analysis completed with recommendations for wellhead and booster station improvements. The Draft Preliminary Design Report will include the following:

1. Summary of Condition Assessment (From Task II-C)
2. Discussion on Well Redevelopment Procedures (From Task II-D)
3. Preliminary Calculations/Specifications on New Engines (From Task II-E)
4. Preliminary Calculations/Specifications on New Electric Motor (From Task II-E)
5. Proposed Modifications to Electrical and Control Equipment (From Task II-E)

6. Electrical calculations and generator sizing report. (From Task II-E)
7. Proposed Engine Exhaust System and Layout (From Task II-F)
8. AQMD Emissions Regulation and Monitoring Requirements (From Task II-F)
9. Conceptual Layout of New Equipment and Structure Modifications
10. List of Required Permits
11. List of Applicable Utility Rebates
12. List of Spare Parts
13. Modified Project Schedule
14. Preliminary Construction Cost Estimate

Submit five copies of the Draft Preliminary Design Report to the City for review.

Deliverables: Draft Preliminary Design Report (5 copies).

- H. Preliminary Design Submittal Meeting – Arrange a review meeting with the City staff to discuss the Draft Preliminary Design Report and to collect review comments. A Meeting Agenda will be distributed at the beginning of the meeting. Meeting Minutes will be prepared and submitted to the participants three days after the meeting at the latest.

Deliverables: Meeting Agenda; Meeting Minutes.

- I. Finalize Preliminary Design Report – Using the comments received from the City during the preliminary design review meeting, finalize the Preliminary Design Report.

Deliverables: Preliminary Design Report (5 copies).

Task III - Final Engineering

The completed Preliminary Design Report will serve as the outline for executing final engineering which includes the following items:

- A. Preparation of Preliminary Equipment Layout (25% Design) – Provide 25% design that includes a preliminary layout of the proposed equipment, wellhead, pumping systems, preliminary control and monitoring schematics, structural modifications and basic sectional views.

Deliverables: Six copies of the Preliminary Equipment Layout

- B. Coordination and Permitting – Coordinate with and obtain clearances and approvals from the City, AQMD, State Health Department, and other outside regulatory agencies that are affected by the project. Permit application fees will be provided by the City.

Deliverables: Permit Requirements and Documentation. AQMD permit package and permit status reports on a quarterly basis.

- C. Construction Plans, Specifications, and Engineer's Estimate at 60%, 90%, 99%, and 100% Stages of Design – Prepare construction drawings, specifications, and engineer's

construction cost estimate based on the recommendations from the Preliminary Design Report and incorporating any comments received from the City and outside agencies. The construction specifications will include the City's contract boiler plate documents, construction sequencing, and technical specifications. The construction plans will consist of the following sheets at a minimum:

G1	Title Sheet
G2	Construction and General Notes, Abbreviations, Legend, Typical Details
M1	Facility Demolition Plan
M2	Well 22 / Booster Pump Station Mechanical Plan View
M3	Wellhead and Replacement Engine Section View
M4	Booster Pump No. 1 and Replacement Motor Section View
M5	Booster Pump No. 2 and 3 Replacement Engine Section View (Typ. of 2)
M6	Natural Gas Generator Plan and Sections (if required)
M7 & M8	Typical Engine Exhaust Assembly Details
M9 & M10	Miscellaneous Mechanical Details
S1 & S2	Existing Enclosure Modifications and Detailing
E1	Electrical Standard Symbols and Abbreviations
E2	Electrical Site Plan
E3	New Single Line Diagrams/Elevations
E4	Pump Station Area Demolition Plan
E5	Pump Station Area New Plan
E6	Area Details
E7	Schedules
E8	VFD Controls
E9	Instrument Panel Modifications
E10	Miscellaneous Electrical Details
I1	P&ID Symbols and Abbreviations
I2	P&ID - 1
I3	P&ID - 2

Six (6) sets of the full Progress Submittal Package will be sent to the City for review. This includes the construction plans, specifications, cost estimates, and calculations.

Deliverables: 60% Design Submittal; 90% Design Submittal; 99% Design Submittal; and 100% Design Submittal – Six copies for each submittal.

- D. Progress Submittal Review Meetings – Arrange a review meeting with the City staff at submittal milestones (60%, 90%, and 99%) to discuss the design and collect review comments. A Meeting Agenda will be distributed at the beginning of each meeting. Meeting Minutes will be prepared and submitted to the participants three days after the meeting at the latest.

Deliverables: Meeting agenda; Meeting minutes.

- E. Final Deliverable – Submit one bond copy of the construction plans along with a reverse read mylar set. Drawings shall be 24-inch by 36-inch in size, drawn at 20 scale plan view. Details and cross sections shall be 20 scale or less. All drawings shall conform to

City standards and shall be signed and stamped by a registered civil engineer in the State of California. Project specifications will also be signed and stamped by the Engineer of record. Two copies of the specifications will be submitted, one bound and the other unbound. Provide the City with two copies of the project design notebook. The design notebook shall include all pertinent correspondence, calculations, quantity and cost estimates. The final project design notebook shall be signed and stamped by the project engineer of record.

Deliverables: One bond copy of construction plans; One mylar copy of construction plans; One bound copy of project specifications; one unbound copy of project specifications; Two copies of design notebook.

Task IV – Bidding Services

- A. Bid Phase Assistance – Provide assistance during the bidding process by answering questions, preparing addendums, and assisting the City in reviewing the bids for completeness and accuracy. For this proposal, we have included man-hours for preparation of 1 addenda.

Deliverables: Project addenda; Design clarifications.

Task V – Construction Assistance

- A. Well Redevelopment Assistance – Consultant shall observe well redevelopment, review, and evaluate reports and other information generated and/or collected during the process. Consultant shall recommend any required correction and/or modifications to the contract documents, if needed, based on his findings. For this proposal, we have included 80 observation hours during redevelopment process.

Deliverables: Observation Report on Well Redevelopment

- B. Construction Services – Provide construction assistance which includes the following:
1. Attend pre-construction meeting. This sub-task will be completed by our Resident Engineer as part of Task V-C.
 2. Prepare progress status reports and attend monthly progress meetings. This sub-task will be completed by our Resident Engineer as part of Task V-C.
 3. Review contractor submittals. For this proposal we have included man-hours for a total of 25 submittals with 15 re-submittals.
 4. Respond to Requests for Information (RFI's). For this proposal we have included a total of 32 man-hours for this sub-task.
 5. Prepare change orders. This sub-task will be completed by our Resident Engineer as part of Task V-C.
 6. Provide cost estimates for extra work items. For this proposal we have included a total of 24 man-hours for this sub-task.

Deliverables: Progress Status Reports, Reviewed Submittals, Responses to RFI's, Change Orders, and Cost Estimates.

- C. Inspection Services – Provide full time resident engineer inspection services throughout all phases of construction to ensure the compliance with the specified local, state and federal standards and codes as well as other applicable standards and codes. For this proposal, we have assumed a full time resident engineer for a 6-month construction period.

Deliverables: Inspector Daily Logs.

- D. Preparation of Record Drawings – Ensure the proper documentation of the construction is maintained during the project. Receive the contractor's redline markups. Prepare the project record drawings.

Deliverables: Record Drawings.

Task VI – Operations and Maintenance (O&M) Manual and Training

- A. O&M Manual – Consultant shall provide six (6) hard copies and one (1) electronic copy of O&M Manuals. O&M Manuals shall include, as a minimum, the following items for electric driven pump system and/or associated equipment:

1. Introduction including location, owner and facility name, address and phone number, and purpose of manual.
2. Description of facility including design parameters, assumptions and considerations.
3. Copy of approved shop drawings/submittals.
4. Safety precaution and procedure.
5. Start-up procedure.
6. Preventive maintenance procedure.
7. Corrective maintenance procedure.
8. Emergency shut down procedure.
9. Record keeping, reporting and notification procedures.
10. Cut away view of equipment with spare parts list.
11. List of supplied and/or recommended spare part list.
12. List of equipment suppliers and contact information for spare parts and service.

Deliverables: Six hard copies and one electronic copy of the O&M Manual.

- B. Training – Consultant shall prepare training agenda and/or requirements for contractor to follow, and ensure that the City Operations and Maintenance personnel receive proper training from Contractor. A minimum of a 2-hour safety and O&M training is required for each shift.

Deliverables: Training Agenda and Requirements.

Task VII – Assistance During Warranty Period

- A. Consultant shall assist the City to resolve any warranty issues during the warranty period. For the purpose of this proposal, we have included a total of 60 man-hours for this task.

Deliverables: N/A

Task VIII – Optional Items

- A. Consultant shall provide full time resident engineer inspection services for an additional month during construction to ensure the compliance with the specified local, state and federal standards and codes as well as other applicable standards and codes.

Deliverables: N/A

EXHIBIT B

SCHEDULE OF PAYMENT

**EXHIBIT B
FEE SUMMARY**

TASK	LABOR HOURS BY CLASSIFICATION											FEES				
	QA/QC	PW	PE	PE (ACMD)	ENG (WELL)	RE	ENG	CAD	TOTAL HRS	Total Labor	Sub (MPA)	Expenses	TOTAL NTE FEE			
TASK I - PROJECT MANAGEMENT																
TASK I - PRELIMINARY DESIGN REPORT (Hours distributed between Tasks I) through VII)																
A. Initial / Kickoff Meeting	0	4	4	0	0	0	0	0	0	\$1,166	\$0	\$50	\$1,210			
B. Data Research and Review	0	4	8	0	0	0	8	0	20	\$2,268	\$0	\$0	\$2,268			
C. Equipment Condition Assessment and Recommendation	0	0	0	77	20	0	8	0	105	\$14,598	\$0	\$100	\$14,698			
D. Well Redevelopment Procedures	0	0	0	0	8	0	4	0	12	\$1,284	\$0	\$0	\$1,284			
E. Engine/Motor Replacements, and Upgrade to Misc. Electrical/Controls Equipment	0	4	8	50	0	0	20	0	82	\$10,740	\$6,700	\$0	\$17,440			
F. AQMD Emissions Regulations and Monitoring Requirements	0	0	0	42	0	0	0	0	42	\$6,300	\$0	\$0	\$6,300			
G. Draft Preliminary Design Report	2	8	8	0	0	0	40	16	74	\$7,126	\$0	\$250	\$7,376			
F. Preliminary Design Submittal Meeting	0	4	4	0	0	0	0	0	8	\$1,160	\$0	\$50	\$1,210			
G. Finalize Preliminary Design Report	1	4	4	0	0	0	0	8	29	\$2,915	\$0	\$150	\$3,065			
TASK II - TOTAL	3	28	36	169	28	0	92	24	380	\$47,551	\$6,700	\$600	\$54,851			
TASK III - FINAL ENGINEERING																
A. Preparation of Preliminary Equipment Layout	1	2	8	0	0	0	12	40	63	\$5,457	\$0	\$150	\$5,607			
B. Coordination and Permitting	0	0	0	50	0	0	40	0	90	\$10,740	\$0	\$150	\$10,890			
C. Construction Plans, Specs, and Estimate at 60%, 80%, 90%, and 100%	8	72	96	0	8	0	200	300	684	\$65,000	\$41,600	\$1,200	\$107,800			
D. Progress Submittal Review Meetings (3 Meetings)	0	12	0	0	0	0	0	0	12	\$2,100	\$0	\$150	\$2,250			
E. Final Deliverable	1	6	8	0	0	0	20	20	55	\$5,285	\$0	\$350	\$5,635			
TASK III - TOTAL	10	92	112	50	8	0	272	360	904	\$88,582	\$41,600	\$2,000	\$132,182			
TASK IV - BIDDING SERVICES																
A. Bid Phase Assistance	0	4	4	0	0	0	12	4	24	\$2,436	\$1,200	\$0	\$3,636			
TASK IV - TOTAL	0	4	4	0	0	0	12	4	24	\$2,436	\$1,200	\$0	\$3,636			
TASK V - CONSTRUCTION ASSISTANCE																
A. Well Redevelopment Assistance (estimated at 2 weeks)	0	0	0	0	40	0	40	0	80	\$6,040	\$0	\$250	\$6,290			
B. Construction Services (Mostly performed by RE under Task V-C)	0	0	48	0	0	0	106	0	154	\$14,106	\$11,400	\$0	\$25,506			
C. Inspection Services (Full-time for 6-months)	0	0	0	0	0	960	0	0	960	\$124,800	\$0	\$0	\$124,800			
D. Preparation of Record Drawings	0	0	0	0	0	0	4	26	30	\$2,300	\$0	\$200	\$2,500			
TASK V - TOTAL	0	0	48	0	40	960	150	26	1224	\$149,246	\$11,400	\$450	\$161,096			
TASK VI - OPERATIONS AND MAINTENANCE MANUAL AND TRAINING																
A. O&M Manual	0	0	0	0	0	0	40	0	40	\$3,240	\$2,800	\$250	\$6,290			
B. Training	0	4	0	0	0	0	8	0	12	\$1,348	\$0	\$0	\$1,348			
TASK VI - TOTAL	0	4	0	0	0	0	48	0	52	\$4,588	\$2,800	\$250	\$7,638			
TASK VII - ASSISTANCE DURING WARRANTY PERIOD																
A. Assistance to City - Warranty Period	0	0	0	0	0	0	60	0	60	\$4,860	\$0	\$177	\$5,037			
TASK VII - TOTAL	0	0	0	0	0	0	60	0	60	\$4,860	\$0	\$177	\$5,037			
TASK VIII - OPTIONAL ITEMS																
A. Additional 1-month of Inspection Services	0	0	0	0	0	160	0	0	160	\$20,800	\$0	\$0	\$20,800			
TASK VIII - TOTAL	0	0	0	0	0	160	0	0	160	\$20,800	\$0	\$0	\$20,800			
TOTAL	13	128	200	219	76	1120	634	414	2804	\$318,063	\$63,700	\$3,477	\$385,240			

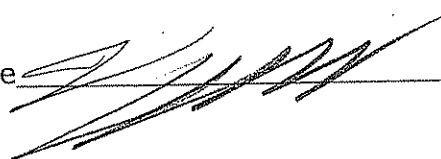
PROPOSAL EVALUATION FORM

ATTACHMENT NO. 2

Consultant: Bureau Veritas Date: 11-22-10

Project: West GG Well22/Booster Facility Rehab Project Package TBA

CRITERION	(a) Weight	(b) Score (0-10)	(a) x (b) Weighted Score	Notes and Questions for Interview
INTRODUCTION <i>(Proposal)</i>				
<ul style="list-style-type: none"> ○ Comprehension of the RFP 	2.0	9	18	
QUALIFICATIONS <i>(Proposal)</i>				
<ul style="list-style-type: none"> A. Experience of the firm and subcontractors on similar projects 	1.5	10	15	Broad range of ICE experience SRAQMP and EPA
<ul style="list-style-type: none"> B. Qualifications & Experience of Personnel 	2.0	10	20	
WORK PLAN <i>(Proposal)</i>				
<ul style="list-style-type: none"> ○ Knowledge of project 	2.0	8	16	Construction assistance 960 hours or 600 - AQMP permits 92hrs
<ul style="list-style-type: none"> ○ Knowledge of existing conditions & how it may affect the project 	2.0	8	16	
<ul style="list-style-type: none"> ○ Initiative & Creativity 	1.5	9	13.5	
<ul style="list-style-type: none"> ○ Hours req'd vs. coverage of work 	1.5	9	13.5	
<ul style="list-style-type: none"> ○ Availability of team members 	1.0	10	10	
<ul style="list-style-type: none"> ○ Quality Assurance & Supervision 	2.0	9	18	
SCHEDULE <i>(Proposal)</i>				
<ul style="list-style-type: none"> ○ Timeliness to target dates in the Scope of Work 	1.0	9	9	
REFERENCES				
<ul style="list-style-type: none"> ○ The firm's past record of performance on similar projects 	2.0	9	18	
A. TOTAL <i>(Proposal)</i>		100	167	

Signature  9940

PROPOSAL EVALUATION FORM

Consultant: Bureau Veritas Date: 12-1-10

Project: West GG Well22/Booster Facility Rehab Project Package TBA

CRITERION	(a) Weight	(b) Score (0-10)	(a) x (b) Weighted Score	Notes and Questions for Interview
INTRODUCTION (Proposal) <ul style="list-style-type: none"> o Comprehension of the RFP 	2.0	8	16	<i>understands all elements & challenges of project</i>
QUALIFICATIONS (Proposal) <ul style="list-style-type: none"> A. Experience of the firm and subcontractors on similar projects B. Qualifications & Experience of Personnel 	1.5	8	12	<i>Extensive experience in the permitting and construction process required by AQuAD acceptable exp. in well redevelopment</i>
	2.0	9	18	
WORK PLAN (Proposal) <ul style="list-style-type: none"> o Knowledge of project o Knowledge of existing conditions & how it may affect the project o Initiative & Creativity o Hours req'd vs. coverage of work o Availability of team members o Quality Assurance & Supervision 	2.0	8	16	<i>With 3 natural gas engines being replaced, the proposal covered a well thought out replacement plan that covers AQuAD requirements and the City's interest to keep the facility in service</i>
	2.0	8	16	
	1.5	7	10.5	
	1.5	7	10.5	
	1.0	7	7	
	2.0	8	16	
SCHEDULE (Proposal) <ul style="list-style-type: none"> o Timeliness to target dates in the Scope of Work 	1.0	7	7	
REFERENCES <ul style="list-style-type: none"> o The firm's past record of performance on similar projects 	2.0	7	14	
A. TOTAL (Proposal)			143	

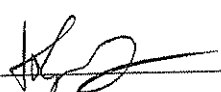
Signature *[Handwritten Signature]*

PROPOSAL EVALUATION FORM

Consultant: Bureau Veritas Date: 11-18-10

Project: West GG Well22/Booster Facility Rehab Project Package TBA

CRITERION	(a) Weight	(b) Score (0-10)	(a) x (b) Weighted Score	Notes and Questions for Interview
INTRODUCTION (Proposal)				
<ul style="list-style-type: none"> o Comprehension of the RFP 	2.0	9	18	
QUALIFICATIONS (Proposal)				
A. Experience of the firm and subcontractors on similar projects	1.5	8	12	PM & PE show average level of experience in the proposal, AQMD permit person shows significant experience.
B. Qualifications & Experience of Personnel	2.0	7	14	
WORK PLAN (Proposal)				
<ul style="list-style-type: none"> o Knowledge of project o Knowledge of existing conditions & how it may affect the project o Initiative & Creativity o Hours req'd vs. coverage of work o Availability of team members o Quality Assurance & Supervision 	2.0	8	16	QA/QC person designated & provided detail description of QA/QC program.
	2.0	8	16	
	1.5	8	12	
	1.5	8	12	
	1.0	8	8	
	2.0	9	18	
SCHEDULE (Proposal)				
<ul style="list-style-type: none"> o Timeliness to target dates in the Scope of Work 	1.0	10	10	
REFERENCES				
<ul style="list-style-type: none"> o The firm's past record of performance on similar projects 	2.0	8	16	No bad references.
A. TOTAL (Proposal)			152	

Signature 

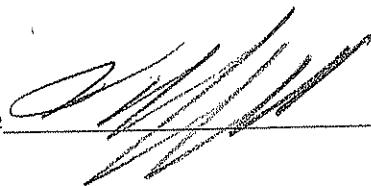
PROPOSAL EVALUATION FORM

Consultant: Tetra Tech Date: 11-22-10

Project: West GG Well22/Booster Facility Rehab Project Package TBA

CRITERION	(a) Weight	(b) Score (0-10)	(a) x (b) Weighted Score	Notes and Questions for Interview
INTRODUCTION (Proposal)				
o Comprehension of the RFP	2.0	9	18	
QUALIFICATIONS (Proposal)				
A. Experience of the firm and subcontractors on similar projects	1.5	9	13.5	
B. Qualifications & Experience of Personnel	2.0	9	18	
WORK PLAN (Proposal)				
o Knowledge of project	2.0	9	18	Construction Inspection service 528 hrs of 3.5 MD - AQMD Permits 6.0 hrs + Coordination 12 hrs
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	9	13.5	
o Availability of team members	1.0	10	10	
o Quality Assurance & Supervision	2.0	9	18	
SCHEDULE (Proposal)				
o Timeliness to target dates in the Scope of Work	1.0	8	8	Why is construction schedule missing?
REFERENCES				
o The firm's past record of performance on similar projects	2.0	9	18	
A. TOTAL (Proposal)		97	163	

Signature _____



9940

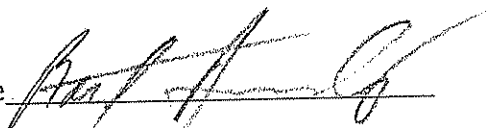
PROPOSAL EVALUATION FORM

Consultant: Tetra Tech

Date: 12-1-10

Project: West GG Well22/Booster Facility Rehab Project Package TBA

CRITERION	(a) Weight	(b) Score (0-10)	(a) x (b) Weighted Score	Notes and Questions for Interview
INTRODUCTION (Proposal) <ul style="list-style-type: none"> o Comprehension of the RFP 	2.0	8	16	project points listed and considered some not listed
QUALIFICATIONS (Proposal) <ul style="list-style-type: none"> A. Experience of the firm and subcontractors on similar projects B. Qualifications & Experience of Personnel 	1.5	7	10.5	
WORK PLAN (Proposal) <ul style="list-style-type: none"> o Knowledge of project o Knowledge of existing conditions & how it may affect the project o Initiative & Creativity o Hours req'd vs. coverage of work o Availability of team members o Quality Assurance & Supervision 	2.0	8	16	was familiar with AQMD requirements but could not offer detailed answers to permitting and/or construction questions related to AQMD req.
	2.0	8	16	
	1.5	9	13.5	
	1.5	7	10.5	
	1.0	7	7	
	2.0	8	16	
SCHEDULE (Proposal) <ul style="list-style-type: none"> o Timeliness to target dates in the Scope of Work 	1.0	7	7	
REFERENCES <ul style="list-style-type: none"> o The firm's past record of performance on similar projects 	2.0	7	14	
A. TOTAL (Proposal)			142.5	

Signature: 

PROPOSAL EVALUATION FORM

Consultant: Tetra Tech Date: 11-18-10

Project: West GG Well22/Booster Facility Rehab Project Package TBA

CRITERION	(a) Weight	(b) Score (0-10)	(a) x (b) Weighted Score	Notes and Questions for Interview
INTRODUCTION (Proposal)				
o Comprehension of the RFP	2.0	9	18	
QUALIFICATIONS (Proposal)				
A. Experience of the firm and subcontractors on similar projects	1.5	8	12	
B. Qualifications & Experience of Personnel	2.0	7	14	PM & PE show Ave. level of experience, Hydrogeologist shows significant Experience
WORK PLAN (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	8	12	
o Availability of team members	1.0	8	8	
o Quality Assurance & Supervision	2.0	8	16	QA/QC person designated, Brief description of QA/QC provided.
SCHEDULE (Proposal)				
o Timeliness to target dates in the Scope of Work	1.0	9	9	No estimated construction schedule included.
REFERENCES				
o The firm's past record of performance on similar projects	2.0	8	16	No bad reference(s).
A. TOTAL (Proposal)			151	

Signature 

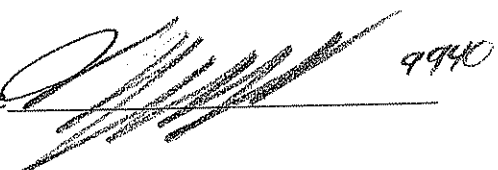
PROPOSAL EVALUATION FORM

Consultant: RBF Date: 11-22-10

Project: West GG Well22/Booster Facility Rehab Project Package TBA

CRITERION	(a) Weight	(b) Score (0-10)	(a) x (b) Weighted Score	Notes and Questions for Interview
INTRODUCTION (Proposal)				
o Comprehension of the RFP	2.0	10	20	
QUALIFICATIONS (Proposal)				
A. Experience of the firm and subcontractors on similar projects	1.5	9	13.5	
B. Qualifications & Experience of Personnel	2.0	9	18	
WORK PLAN (Proposal)				
o Knowledge of project	2.0	7	14	Inspection service 900 hrs of 5.5 months ACPMD permits Phase 1 = 72 hrs Phase 2 = 94 hrs
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	10	10	
o Quality Assurance & Supervision	2.0	8	16	
SCHEDULE (Proposal)				
o Timeliness to target dates in the Scope of Work	1.0	9	9	
REFERENCES				
o The firm's past record of performance on similar projects	2.0	8	16	
A. TOTAL (Proposal)		91	152	

Signature _____



PROPOSAL EVALUATION FORM

Consultant: BBF Date: 12-1-10

Project: West GG Well22/Booster Facility Rehab Project Package TBA

CRITERION	(a) Weight	(b) Score (0-10)	(a) x (b) Weighted Score	Notes and Questions for Interview
INTRODUCTION (Proposal) <ul style="list-style-type: none"> o Comprehension of the RFP 	2.0	9	18	well written with details and suggestions
QUALIFICATIONS (Proposal) <ul style="list-style-type: none"> A. Experience of the firm and subcontractors on similar projects B. Qualifications & Experience of Personnel 	1.5	8	12	Knowledgeable in AQMD permitting process but past projects do not reflect extensive experience in AQMD activities
	2.0	9	18	
WORK PLAN (Proposal) <ul style="list-style-type: none"> o Knowledge of project o Knowledge of existing conditions & how it may affect the project o Initiative & Creativity o Hours req'd vs. coverage of work o Availability of team members o Quality Assurance & Supervision 	2.0	8	16	thoroughly written but hours required were extensive compared to other proposals
	2.0	8	16	
	1.5	8	12	
	1.5	5	7.5	
	1.0	8	8	
	2.0	7	14	
SCHEDULE (Proposal) <ul style="list-style-type: none"> o Timeliness to target dates in the Scope of Work 	1.0	7	7	
REFERENCES <ul style="list-style-type: none"> o The firm's past record of performance on similar projects 	2.0	7	14	
A. TOTAL (Proposal)			142.5	

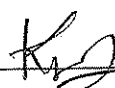
Signature *[Handwritten Signature]*

PROPOSAL EVALUATION FORM

Consultant: RBF Consulting Date: 11-18-10

Project: West GG Well22/Booster Facility Rehab Project Package TBA

CRITERION	(a) Weight	(b) Score (0-10)	(a) x (b) Weighted Score	Notes and Questions for Interview
INTRODUCTION (Proposal)				
<ul style="list-style-type: none"> o Comprehension of the RFP 	2.0	9	18	
QUALIFICATIONS (Proposal)				
<ul style="list-style-type: none"> A. Experience of the firm and subcontractors on similar projects 	1.5	8	12	
<ul style="list-style-type: none"> B. Qualifications & Experience of Personnel 	2.0	7	14	PM & PE show limited experience, but hydro-geologist show significant experience in well redevelopment
WORK PLAN (Proposal)				
<ul style="list-style-type: none"> o Knowledge of project 	2.0	9	18	
<ul style="list-style-type: none"> o Knowledge of existing conditions & how it may affect the project 	2.0	8	16	
<ul style="list-style-type: none"> o Initiative & Creativity 	1.5	8	12	
<ul style="list-style-type: none"> o Hours req'd vs. coverage of work 	1.5	5	7.5	Significantly more hrs. proposed to finish this project.
<ul style="list-style-type: none"> o Availability of team members 	1.0	10	10	
<ul style="list-style-type: none"> o Quality Assurance & Supervision 	2.0	7	14	QA/QC person designated but no other description.
SCHEDULE (Proposal)				
<ul style="list-style-type: none"> o Timeliness to target dates in the Scope of Work 	1.0	10	10	
REFERENCES				
<ul style="list-style-type: none"> o The firm's past record of performance on similar projects 	2.0	8	16	No bad reference(s).
A. TOTAL (Proposal)			147.5	

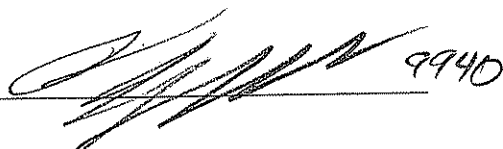
Signature 

PROPOSAL EVALUATION FORM

Consultant: Civiltech Date: 11-22-10

Project: West GG Well22/Booster Facility Rehab Project Package TBA

CRITERION	(a) Weight	(b) Score (0-10)	(a) x (b) Weighted Score	Notes and Questions for Interview
INTRODUCTION (Proposal) <ul style="list-style-type: none"> o Comprehension of the RFP 	2.0	5	10	missed the well development portion!
QUALIFICATIONS (Proposal) <ul style="list-style-type: none"> A. Experience of the firm and subcontractors on similar projects B. Qualifications & Experience of Personnel 	1.5	7	10.5	
	2.0	9	18	
WORK PLAN (Proposal) <ul style="list-style-type: none"> o Knowledge of project o Knowledge of existing conditions & how it may affect the project o Initiative & Creativity o Hours req'd vs. coverage of work o Availability of team members o Quality Assurance & Supervision 	2.0	8	16	Alternate Inspection offer! AQMD permits Task 2 = 32 hrs Task 3 = 32 hrs Inspection services 416 hrs or 3.1 mo
	2.0	8	16	
	1.5	9	13.5	
	1.5	7	10.5	
	1.0	8	8	
	2.0	9	18	
SCHEDULE (Proposal) <ul style="list-style-type: none"> o Timeliness to target dates in the Scope of Work 	1.0	9	9	
REFERENCES <ul style="list-style-type: none"> o The firm's past record of performance on similar projects 	2.0	8	16	
A. TOTAL (Proposal)		87	145.5	

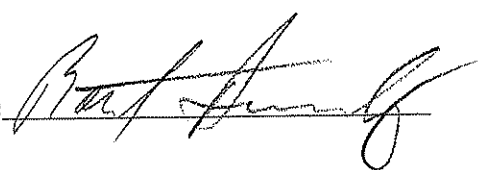
Signature  9940

PROPOSAL EVALUATION FORM

Consultant: Civil Tech Date: 12-1-10

Project: West GG Well22/Booster Facility Rehab Project Package TBA

CRITERION	(a) Weight	(b) Score (0-10)	(a) x (b) Weighted Score	Notes and Questions for Interview
INTRODUCTION (Proposal) o Comprehension of the RFP	2.0	7	14	Proposal lacked detail and no well redevelopment
QUALIFICATIONS (Proposal) A. Experience of the firm and subcontractors on similar projects	1.5	7	10.5	projects did not reflect engine replacement or AQMD exp.
B. Qualifications & Experience of Personnel	2.0	7	14	
WORK PLAN (Proposal) o Knowledge of project	2.0	7	14	Although proposal covered project points - it lacked creativity and at times detail
o Knowledge of existing conditions & how it may affect the project	2.0	7	14	
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	7	14	
SCHEDULE (Proposal) o Timeliness to target dates in the Scope of Work	1.0	7	7	
REFERENCES o The firm's past record of performance on similar projects	2.0	7	14	
A. TOTAL (Proposal)			129.5	

Signature 

PROPOSAL EVALUATION FORM

Consultant: CivilTech Date: 11-18-10

Project: West GG Well22/Booster Facility Rehab Project Package TBA

CRITERION	(a) Weight	(b) Score (0-10)	(a) x (b) Weighted Score	Notes and Questions for Interview
INTRODUCTION (Proposal) ○ Comprehension of the RFP	2.0	6	12	No well redevelopment was included in the proposal.
QUALIFICATIONS (Proposal) A. Experience of the firm and subcontractors on similar projects B. Qualifications & Experience of Personnel	1.5 2.0	8 7	12 14	PM seems to have proper experience, but PE shows limited experience in the proposal.
WORK PLAN (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	7 7 7 8 7	14 14 10.5 10.5 8 14	Less hrs Proposed because well redevelopment part was omitted. QA/QC person designated but no other description.
SCHEDULE (Proposal) ○ Timeliness to target dates in the Scope of Work	1.0	10	10	
REFERENCES ○ The firm's past record of performance on similar projects	2.0	8	16	No bad reference(s).
A. TOTAL (Proposal)			135	

Signature 