REQUEST FOR PROPOSALS (RFP)
FOR
WELL 29- REHABILITATION- ENGINEERING DESIGN SERVICES
RFP NO.: 16-110

CITY OF SANTA ANA
Santa Ana Public Works Agency
20 Civic Center Plaza
Santa Ana, CA 92701

Armando Fernandez
Project Manager
(714) 647-5629 Office
afernandez@santa-ana.org

Approved for Release: _____________________________

Fred Mousavipour
Executive Director
Public Works Agency

KEY RFP DATES (Subject to change at discretion of City):

Issue Date: Tuesday July 11, 2017
Letter of Intent: Thursday July 20, 2017
Deadline for Requests for Information: Thursday August 3, 2017
Proposal Due Date: Thursday August 10, 2017; 3:00pm
Projected Award Date: Tuesday October 3, 2017
NOTICE INVITING PROPOSALS

NOTICE IS HEREBY GIVEN that proposals will be received from qualified firms for Well 29 Rehabilitation- Engineering Design Services.

Responses to this Request for Proposals (RFP) will be accepted until Thursday August 10, 2017 at 3:00 p.m. Proposals received after this date/time will not be considered. It is the responsibility of the proposer to ensure that any proposals submitted have sufficient time to be received by the City of Santa Ana prior to this proposal due date and time.

Proposals shall be enclosed in a sealed envelope and marked clearly with following information, formatted as follows:

```
“SEALED PROPOSAL FOR
WELL 29- REHABILITATION ENGINEERING DESIGN SERVICES
RFP NO. 16-110
IN THE CITY OF SANTA ANA
DO NOT OPEN WITH REGULAR MAIL.”

City of Santa Ana
Attn.: Armando Fernandez
Public Works Agency;
20 Civic Center Plaza; 3rd Floor Reception, Ross Annex
Santa Ana, CA 92701
```

Proposals shall be mailed, hand delivered, or sent by courier service. Proposals shall NOT be sent via telegraphic, electronic or facsimile.

All notifications, updates and addenda will be posted on the City’s RFP Bid page at www.santa-ana.org/bids-rfps. Proposers shall be responsible for monitoring the site to obtain information regarding this solicitation. Failure to respond to required updates may result in a determination of a nonresponsive proposal.

LETTER OF INTENT - Interested firms shall submit a Letter of Intent of their pending proposal to the noted Project Manager by the required date as shown on the cover page of this RFP. Letters shall be forwarded via certified mail or email and shall include the following information:

1. Use formal company letterhead.
2. Indication of company interest in the RFP.
3. Acknowledgement of candidate's responsibility to monitor the City's website for any amendments or modifications to the RFP.
4. Provision of correct, complete contact information.
# TABLE OF CONTENTS

<table>
<thead>
<tr>
<th>Section</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>I. INTRODUCTION / PROJECT DESCRIPTION</td>
<td>1</td>
</tr>
<tr>
<td>II. INSTRUCTIONS TO PROPOSERS</td>
<td>3</td>
</tr>
<tr>
<td>A. CITY RESPONSIBILITIES</td>
<td></td>
</tr>
<tr>
<td>B. PROPOSER RESPONSIBILITIES</td>
<td></td>
</tr>
<tr>
<td>C. REQUEST FOR INFORMATION OR CLARIFICATION</td>
<td></td>
</tr>
<tr>
<td>D. ADDENDA</td>
<td></td>
</tr>
<tr>
<td>E. LICENSES &amp; PERMITS</td>
<td></td>
</tr>
<tr>
<td>F. INSURANCE</td>
<td></td>
</tr>
<tr>
<td>G. INFORMATION PACKET</td>
<td></td>
</tr>
<tr>
<td>H. PRE-PROPOSAL MEETING</td>
<td></td>
</tr>
<tr>
<td>I. CITY RIGHT TO REJECT</td>
<td></td>
</tr>
<tr>
<td>J. BID PROTESTS</td>
<td></td>
</tr>
<tr>
<td>III. SUBMITTAL REQUIREMENTS</td>
<td>5</td>
</tr>
<tr>
<td>A. GENERAL</td>
<td></td>
</tr>
<tr>
<td>B. PROPOSAL CONTENTS</td>
<td></td>
</tr>
<tr>
<td>1. STATEMENT OF QUALIFICATIONS</td>
<td></td>
</tr>
<tr>
<td>2. SCOPE OF SERVICES AND SCHEDULE</td>
<td></td>
</tr>
<tr>
<td>3. FEE PROPOSAL</td>
<td></td>
</tr>
<tr>
<td>4. CERTIFICATIONS</td>
<td></td>
</tr>
<tr>
<td>IV. PROPOSAL REVIEW (CONSULTANT SELECTION)</td>
<td>6</td>
</tr>
<tr>
<td>A. EVALUATION AND RATING</td>
<td></td>
</tr>
<tr>
<td>B. SELECTION</td>
<td></td>
</tr>
<tr>
<td>V. CONTRACT AWARD</td>
<td>6</td>
</tr>
<tr>
<td>A. REQUEST FOR COUNCIL ACTION</td>
<td></td>
</tr>
<tr>
<td>B. EXECUTION OF AGREEMENT</td>
<td></td>
</tr>
<tr>
<td>VI. IMPLEMENTATION</td>
<td>7</td>
</tr>
<tr>
<td>A. KICK-OFF MEETING</td>
<td></td>
</tr>
<tr>
<td>B. NOTICE TO PROCEED</td>
<td></td>
</tr>
<tr>
<td>VII. PUBLIC RECORDS</td>
<td>7</td>
</tr>
<tr>
<td>VIII. APPENDIX</td>
<td></td>
</tr>
<tr>
<td>ATTACHMENT 1: SCOPE OF WORK</td>
<td></td>
</tr>
<tr>
<td>ATTACHMENT 2: AGREEMENT</td>
<td></td>
</tr>
<tr>
<td>ATTACHMENT 3: CERTIFICATIONS</td>
<td></td>
</tr>
<tr>
<td>ATTACHMENT 4: WELL 29 IMPROVEMENTS ALTERNATIVE ANALYSIS</td>
<td></td>
</tr>
</tbody>
</table>
I. INTRODUCTION / PROJECT DESCRIPTION

Nature of Work:
The City of Santa Ana is seeking an engineering design firm to provide Engineering Services. A detailed Scope of Work is included in the Appendix of this RFP as Attachment 1.

Number of Proposals and Signature:
Five hard copies and one (1) digital file on labeled USB Flash Drive (or equivalent) of your proposal shall be signed by a company official with the power to bind the company and submitted to the City of Santa Ana. One (1) copy of your Fee Proposal shall be submitted.

The Statement of Qualifications shall be limited to a maximum of (10) double-sided pages (excluding front and back covers, section dividers and attachments such as resumes, forms). Font size shall be minimum 11-point Arial. Proposal exhibits shall be maximum 11” x 17”.

Proposal Evaluation and Rating:
The criteria for evaluating the proposals submitted will take the following items into consideration:

- Firm/Team Experience 25%
- Understanding of Need 35%
- Relevant Project Experience 25%
- Schedule 10%
- References 5%

The City has established a proposal review committee to evaluate proposers based on the response to the RFP, which includes adherence to outlined directions and format, and the City evaluation criteria set forth above. A final score will be calculated for each submitted proposal and used to rank the proposers.
Project Funding:
Project is funded with local funds. Special conditions may apply. Refer to Attachments 1 (Scope of Work) in the Appendix of this RFP.

Prevailing Wages:
In accordance with the California State Labor Code, prevailing wage rates do not apply.

Term of Contract Agreement:
The City desires to enter into a contract with the selected firm for an initial __3__ year term with a City option for __1__, __2__ year extensions. This term is outlined in the Standard Consultant Agreement, as contained in the Appendix of this RFP as Attachment 2.
II. INSTRUCTIONS TO PROPOSERS

A. CITY RESPONSIBILITIES
The City will provide information in its possession relevant to preparation of required information in RFP. The City will provide only the staff assistance and documentation specifically referred to herein.

B. PROPOSER RESPONSIBILITIES
Point of Contact: The selected proposer will assume responsibilities for all services in its proposal. The selected proposer shall identify a sole point of contact with the greatest knowledge in regard to the required service operations and contractual matters, including payment of any and all charges resulting from the Agreement.

Evidence of Financial Capacity: Proposer may be requested to submit its most recent audited financial statement, evidencing proposer’s financial capacity to fully perform the required services, including provision of equipment and personnel expenses over a ninety (90) day period. If said financial statement does not reflect full ninety (90) day operational capacity, proposer may include a letter of credit as evidence of supplemental capacity.

C. REQUEST FOR INFORMATION OR CLARIFICATION
All questions or requested clarifications shall be made in writing via e-mail to the Project Manager (contact information as noted on the cover page to this RFP) no fewer than five (5) calendar days prior to the date and time set for opening of proposals. No verbal requests or responses will be accepted. Significant interpretations or clarifications will be addressed via addenda to this RFP.

D. ADDENDA
Any changes in RFP from the date of release to date of submittal will result in an addendum or amendment. Notification of such addendum or amendment shall be posted on City’s website, santa-ana.org/bids-rfps as set forth in the Notice Inviting Proposals. Addenda shall become part of the agreement documents.

E. LICENSES & PERMITS
The selected proposer shall be required to obtain a City of Santa Ana Business license within ten (10) business days of selection and must provide a copy to the City projects manager or designee prior to commencing any work in Santa Ana.

Additionally, Proposer will be responsible for obtaining any licenses/permits required by the Scope of Work.

F. INSURANCE
The Selected Proposer shall provide the required evidence of insurance coverage as set forth in the Scope of Work within ten (10) business days after receipt of notice that the contract has been awarded. Failure to provide the required insurance certificates shall be cause for the annulment of the award and the forfeiture of the proposal guaranty.
G. PAYMENT INFORMATION PACKET
The selected proposer shall return a completed payment information packet within ten (10) business days after the successful proposer has received notice that the contract has been awarded. The packet is available on the City’s website: santa-ana.org/bids-rfps.

H. PRE-PROPOSAL MEETING
Should a pre-proposal be scheduled, the date, time and location is identified on the cover page of this RFP. The meeting will include discussion of the project scope and a question-and-answer session. It is highly recommended that the Proposer’s key team members attend this meeting. Significant interpretations or clarifications will be addressed via addenda to this RFP, as described above in “Section D: Addenda.”

I. CITY RIGHT TO REJECT
The City reserves the right to reject any or all proposals submitted and no representation is made hereby that any contract will be awarded pursuant to this RFP or otherwise.

The City reserves the right to accept or reject the combined or separate components of this proposal in part or in its entirety or to waive any minor inconsistency, informality or technical defect in the proposal.

The City reserves the right to reject, replace and approve any and all subcontractors. All subcontractor(s) shall be identified in the response to the RFP. Subcontractors shall be the responsibility of the successful proposer and the City shall assume no liability of such subcontractors.

J. BID PROTESTS
Proposers with concerns or rebuttal of any staff determination of non-responsiveness or non-responsibility may submit, in writing within five (5) business days, to the Project Manager, any concerns regarding the RFP process or staff determination. Such writing shall be considered by the City Manager or his designated representative, and may be acted upon within five (5) business days. If no action is taken within such time, there shall be no change to the staff determination. The exercise by Proposer of its right to submit written concerns shall be a condition precedent to seeking judicial review of any award of a contract hereunder.
III. SUBMITTAL REQUIREMENTS

A. GENERAL

I. The number of Proposal Copies and signature is specified in:
RFP SECTION I - INTRODUCTION / PROJECT DESCRIPTION.

II. Deadline:
Proposals are due to the City of Santa Ana at the date, time, and location specified in the
Notice Inviting Proposals.

B. PROPOSAL CONTENTS

The proposal format and page limitation, if any, is specified in:
RFP SECTION I - INTRODUCTION / PROJECT DESCRIPTION.

I. STATEMENT OF QUALIFICATIONS

1. Cover Letter – Proposals shall include a letter signed by a principal or authorized
representative who can make legally binding commitments for the entity.

2. Contract Agreement Statement: Proposal shall include a statement outlining your
concurrence or concerns with any and all provisions as contained in the Agreement
attached herein as Attachment 2 in the Appendix.

3. Firm and Team Experience: Proposal shall include a profile of the firm’s experience.
Include resumes of project team/sub-consultants that will be providing services which
outline their technical and design experience. At a minimum, this should include the
project manager/principal agent, associates in charge when project manager/principal
agent is unavailable, key personnel, firm size, and an organization chart identifying
only those who will perform work for the proposed project and the percentage of each
individual’s time devoted to this project. The project manager/principal agent shall
be the primary contact person to represent your firm and will be the person to conduct
the presentation, if invited for an interview.

4. Understanding of Need: Proposal shall include an outline which demonstrates the
firm’s understanding of the work. This outline should include anticipated approach,
tasks necessary for successful completion, deliverables, and suggestions or special
concerns that the City should be made aware of. Identify any assumptions and/or
exclusions used in preparation of the scope of work and associated fee estimate.

5. Relevant Project Experience: Proposal shall include a list of projects which your firm
or personnel have completed within the last 5 years, including significant work with
public agencies. Project information should include project description, year
completed, client name, along with a person to contact and their telephone number.
II. SCOPE OF SERVICES AND SCHEDULE:
Proposal shall include a Scope of Services and Schedule which details the work phases to be completed, the tasks to be accomplished, the deliverables to be provided, and the schedule / timeline to complete the project, based upon the requested Scope of Work detailed in Attachment 1 of this RFP.

III. FEE PROPOSAL:
The fee proposal shall be submitted concurrently with the technical proposal, but in a separately sealed envelope, clearly labeled as “Fee Proposal.” This shall include the firm’s Standard Hourly Fee Schedule, a table outlining the tasks and team hourly effort for each of the major tasks, and a Project Fee Schedule as outlined in the Scope of Work.

The fee proposal will not be opened until the proposals have been evaluated by the proposal selection committee. The City will select the consultant based on qualifications, and then negotiate a contract price based on available funding.

IV. CERTIFICATIONS:
All forms shall be signed and included as part of the proposal submittal package.

IV. PROPOSAL REVIEW (CONSULTANT SELECTION)
A. EVALUATION AND RATING
The criteria for evaluating the proposals are specified in:

RFP SECTION I - INTRODUCTION / PROJECT DESCRIPTION.

B. SELECTION
The committee may interview the top ranking proposers. The City will recommend award of the contract to the proposer who will provide the best value to the City. City reserves the right to begin negotiations and enter into a contract without interview or further discussions.

V. CONTRACT AWARD
A. REQUEST FOR COUNCIL ACTION
Following evaluation and rating by the proposal review committee, the Project Manager will recommend award of a contract to the proposer providing the best value to the City.
B. EXECUTION OF AGREEMENT
The Scope of Services, Schedule, and Fees submitted in the proposal will be the basis of any negotiation of final terms which will lead to a completed agreement ready for execution based on the standard Agreement attached herein as Attachment 2 in the Appendix.

VI. IMPLEMENTATION

A. KICK-OFF MEETING
A kick-off meeting will be held after award of contract. Consultant and its team will meet with City of Santa Ana staff to conduct introductions, discuss scope of services, and implementation process.

B. NOTICE TO PROCEED
Following the kick-off meeting, a formal Notice to Proceed (NTP) may be issued after the agreement is fully executed, and all required bonds, insurance documents and contents of the Information Packet have been received and approved.

For “On-Call” contracts, Consultant will be notified by individual City Project Managers on a case-by-case basis to request project/task specific proposals. Written NTPs will be then issued accordingly.

VII. PUBLIC RECORDS
All data, documents and other products used, developed, or produced during response preparation of the RFP will become property of the City. All responses to the RFP shall become property of the City. Proposer information identified as proprietary information shall be maintained confidential, to the extent allowed under the California Public Records Act.

Proposals will become public record after award of contract. Proposer information identified as proprietary information shall be maintained confidential, to the extent allowed under the California Public Records Act.
Introduction and Background:

The City of Santa Ana is located in the County of Orange in Southern California. The City encompasses 27.5 square miles and a population of over 340,000 people.

The City operates a water distribution system including over 450 miles of water main and over 44,000 water services. The City pumps water from the groundwater basin through an existing water well network that includes 21 wells and pump stations. Well 29 is located at the intersection of First Street and Flower Street.

It is the City’s goal to rehabilitate Well 29 and to improve the site accessibility for water staff and personnel to perform maintenance duties. This well is one of three wells serving the downtown area and its part of the Walnut Pump Station System. A more detailed background is provided in Attachment -4, Well 29 Improvements Alternative Analysis. The City has elected to move forward with alternative (3) - Recommended Improvements for this well facility as defined in the analysis.

This project requires the development of engineering construction plans, specifications and estimates for the complete rehabilitation of the well. These include: a new building structure to house the electrical and mechanical components that control the pump and motor, a water distribution piping system, well site and landscaping improvements, and public works improvements. Specific items are identified below and in Attachment -4.

Description of Work:

The selected firm/s shall provide the City with the following services as described herein.

Task 1. Project Administration and Agency Coordination

Kick-Off Meeting
Upon receipt of a written Notice to Proceed from the City, the Consultant shall conduct a kickoff meeting with the City Public Works Agency staff to review the Scope of Services, develop an overall Project Schedule and confirm the deliverables. The Project schedule should include each task, milestones, critical path designation and a schedule for progress meetings.

Agency Coordination
Well 29 is a City of Santa Ana facility and therefore, it is important to coordinate all work with the City’s Public Works Agency- Water Resources Division to obtain their input and include them in all critical decision making. In addition, the Consultant will be required to coordinate their
activities with third party agencies including, but not limited to, utility companies, California Water Resources Control Board, Orange County Water District, Santa Ana Unified School District (SAUSD) and other City Agencies/Departments, and adjacent property owners. For the purposes of this RFP, assume up to twelve (12) meetings. The Consultant shall be responsible for organizing all meetings including the preparation of agendas, meeting minutes and distribution of all documentation to all attending parties or as required.

**Project Milestone/Monthly Meeting**
Consultant shall be prepared to present regular Project progress report(s) to City staff each month or as otherwise agreed upon with the Project Manager. Consultant shall make sure City staff is included in all regularly scheduled progress meetings. Consultant is responsible for organizing these meetings including preparing agenda(s), compiling meeting minutes, and distributing the minutes to all attending or as required.

**Task 2. As Built. Utility Research and Survey**
Consultant shall conduct As-Built and utility research within the Project area. Consultant shall be responsible for researching all applicable agencies and utility company records. Consultant shall be responsible for preparing a complete list of all underground and overhead utilities in the Project area. Consultant shall work with all underground and overhead utility in obtaining these companies’ near term (next 5 years) improvement information and schedule. Upon completion of all required research of underground and overhead utility and oil company lines, the consultant shall provide a comprehensive utility and line map including any planned near term improvements. Consultant shall prepare a complete list of all As-Built/Record Drawings found, what agency they were found in and this information shall be referenced in the Basis of Design and final Plans and Specifications. A topographic and design survey shall be included under this task.

The Consultant shall be responsible for developing a potholing location plan and when approved by the City’s Project Manager, will be responsible for conducting the required potholing. The Consultant shall be responsible for scheduling all potholing with the City’s Project Manager a minimum of two (2) weeks in advance of when any potholing will be conducted. The Consultant shall submit all traffic control plans related to potholing activities to City staff for review. The Consultant shall log all potholing information and is responsible for including this information in the Basis of Design and on the Final Design Plans. For the purposes of this RFP, the Consultant shall assume a maximum of twelve (10) potholes will be required. The Consultant/Contractor will be required to obtain “no fee” permits for all geotechnical potholing. Backfill and paving will be as required by the Permitting section of the Public Works Agency. The pavement section shall match the existing pavement thickness at a minimum.

The Consultant shall research all available records at the City, to verify the existing right-of-way for the project area and confirm ownership of the right-of-way. The Consultant shall review the available information and will inform the City of any issues of concern regarding potential problems having to do with prior rights, license agreements, encumbrances, etc.

**Task 3. Geotechnical Recommendations**
The Consultant shall be responsible for conducting necessary geotechnical testing to determine the existing pavement and base thickness, sub-grade soil type and evaluation of the structural section’s condition. The Consultant shall perform field and laboratory testing as necessary to recommend pipe bedding requirements, pump house foundation requirements, excavation and shoring
requirements, retaining walls as required and a new pavement structural section throughout the Project limits. The Consultant shall perform foundation design analysis, provide earthwork/structural recommendations, pipe bedding requirements, and pavement reconstruction details for the construction of the Project. This information will be included in the Basis of Design, on the Final Design Plans and in the Final Specifications.

The Consultant shall be responsible for preparing traffic control plans for all geotechnical field work and will be responsible for notifying the Project Manager two (2) weeks in advance of any geotechnical field work being conducted. The Consultant shall submit all traffic control plans to City staff for review. The Consultant/Contractor will be required to obtain “no fee” permits for all geotechnical potholing. Backfill and paving will be as required by the Permitting section of the Public Works Agency. The pavement section shall match the existing pavement section at a minimum.

**Task 4. Well Assessment including Operations, Capacity, and Safety Evaluation**

The Consultant shall use as-built plans, well performance and production records, conduct field inspections and interview City staff to evaluate the existing well operations and understand the site constraints. The Consultant is required to coordinate all field investigations of the existing well with the City's Project manager. The City shall perform a down well video inspection of the well and provide to consultant for review. Consultant shall identify and recommend well repairs and or rehabilitation methods as required.

**Task 5. Well Site- Operational Design Standard and Criteria**

The Consultant shall work with City staff to determine the applicable design standards and criteria in addition to those defined by the Study. The Consultant shall consider other possible agency design criteria and/or standards as necessary. A maximum of two (2) three (3) hour workshop sessions shall be conducted with the Project Manager, City Operations staff and the Consultant design team. The Consultant shall be responsible for organizing the meeting including obtaining background information for discussion, preparing the agenda, compiling meeting minutes and action items, as well as distributing the minutes as required. Elements to be discussed shall include, but not be limited to, operational parameters, ideal control conditions, and operator experience.

**Task 6. Basis of Design**

Upon completion of Tasks 2 through 5 above, the Consultant shall prepare a Basis of Design Report including elements and findings from all of the Tasks. The Basis of Design Report shall summarize all of the alternatives and outline the agreed upon alternative including reasons why the alternative was chosen. The Basis of Design includes 30% drawings of the chosen alternative including all proposed improvements. The Basis of Design Report shall be stamped and signed by a California Registered Civil Engineer. Prior to completion of the final Basis of Design Report, the Consultant shall prepare and submit for review a draft Basis of Design Report to City staff.

The Basis of Design will include, but not be limited to, such issues as:

1. An overall evaluation of the existing well site based on current design standards.
2. Make recommendations for Well 29 improvements including site alternatives (two minimum) for the building as well as related discharge piping. Propose possible building architectural features that can be incorporated into the local neighborhood surroundings.
and provide concept drawings of the new building. This rendering will need approval by the City’s Planning and Building Division.

3. Identify new Well 29 station improvements needed to improve operations, reliability, and safety. It is the City’s assumption that this well will require rehabilitation and or redevelopment. Provide recommendations for well redevelopment and or rehabilitation and incorporate elements identified on the Alternative Analysis (Attachment-4) as appropriate. **Note:** this well site is not expected to have a permanent back-up power system on-site.

4. Prepare preliminary horizontal alignment and profile of water distribution main upgrades including all utility relocations. **Optional:** storm drain improvements for the drain to waste line during well startup procedures.

5. Prepare preliminary horizontal alignment and profile of well discharge piping system.

6. Identify site improvements that will be altered due to the construction and by adding a new well building tennis court relocations, drainage improvements, and other facility improvements.

7. Prepare the Storm Water Pollution Prevention Plan (SWPPP) and Best Management Practices (BMP’s) Plan as applicable to this project.

8. Prepare a preliminary assessment to apply for ENVISION Sustainable Infrastructure (Bronze)


10. Prepare the staging phase for construction including a traffic management plan and traffic control plans.

11. Outline the submittal and approval process of all required permits for the project. This includes estimated time frames for processing said permits.

12. **Prepare required documents and assist in Environmental approvals.** In the event that an Environmental Impact Report (EIR) is deemed necessary, the Consultant shall prepare all necessary documentation as required by CEQA. The Consultant shall include an initial study and mitigated negative declaration in their proposal fee. A fee for an EIR shall be an optional item in the event that an EIR is required.

Upon receiving comments from the Project Manager, the Consultant shall incorporate all appropriate and agreed upon comments and submit the final Basis of Design Report. The final submittal of the Basis of Design Report shall include five (5) hard copies and one bound accordingly and one (1) electronic copy and shall be delivered to the Project Manager.

**Task 7. 60% Construction Document (PS&E) Submittal**

The Consultant shall prepare 60% design plans, specifications and estimate of probable costs (PS&E’s) in accordance with the approved criteria as outlined in the Final Basis of Design as prepared in Task 10 above. The 60% completion documentation shall be prepared using current City Standards, other agency standards where applicable, and good engineering practice. The 60% completion documentation shall be submitted to the City for review. Other agencies’ review may be required if noted in the Final Basis of Design Report. Two (2) hard copies of full size (36x24) plan sets, four (4) hard copies of half size (11x17) plan sets and one (1) electronic pdf copy of the 50% PS&E’s to the Project Manager. All electronic CAD files must be in the MicroStation v8i format or compatible.

The 60% PS&E submittal should include plans of all disciplines for the proposed storm drain improvements and for the pump station capacity improvements including all civil, mechanical, electrical, geotechnical, structural, and any other design required, overall outline of the
specifications with some detail included and an engineer’s estimate of probable costs with preliminary quantities and unit costs. The 60% PS&E submittal shall also include 60% drawings and specifications related to system integration and controls as described in Task 8 below.

**Task 8. PLC Panel Design and Control Strategies**

The City will provide to the Consultant with Functional Specification document which outlines the physical components, instrumentation, operating parameters, alarm logic, Human Machine Interface (HMI) capabilities, remote and local control strategies, communication logic and full capabilities of the well site. The Consultant shall review the existing Functional Specification and update/revise as necessary to incorporate any site and well improvements identified and incorporated into the plans. The Consultant shall enhance existing operational practices by exploiting new capabilities or functionality of technology, recommend corrections to current deficiencies, recommend improvements, as well as enhance reporting, monitoring and system controls capabilities. The Consultant shall plan for a minimum of two (2) work sessions (3 hours each) with City Staff to develop and update the Functional Specification documents.

The City will provide to the Consultant a copy of the City’s standard control panel drawings and specifications. The Consultant shall develop control panel drawings for Well 29 in compliance with the standards. Each panel drawing shall fully specify all system equipment in the panel, including but not limited to, PLCs, HMI’s, Radios, input/output cards, timers, fuses, switches, panel dimensions, backup power supplies and relays. Panel drawings shall be detailed and precise for construction and fabrication purposes.

a. Drawings shall include, but not be limited to, all wiring diagrams for each panel including analog inputs, analog outputs, discrete inputs, discrete outputs, terminal blocks, etc. This design shall be provided to the Contractor for fabrication.

b. The loop diagrams shall include content required by ANSI/ISA S5.4 - Instrument Loop Diagrams.

c. Control panel drawings shall also have Factory Acceptance Test (FAT) requirements and Site Acceptance Test (SAT) requirements. Acceptance testing requirements will be developed based on all operational and audit workshops conducted and be individually created based on the applied site. Clear definitions of acceptance criteria will be required. City will provide example FAT and SAT criteria from previous projects for use in development of Well 29 testing criteria.

d. In the event of a failed FAT or SAT, procedures for correction and retesting shall be defined.

e. The Consultant shall witness and act, as the City’s agent, for all factory and on-site functional and performance acceptance testing. Documentation and coordination of resolution for all discrepancies will be required. This requirement shall apply to any site undergoing maintenance improvements. The Consultant shall assume a maximum of 40 hours to ensure FAT and SAT compliance.

f. Drawings shall include all standard field wire labeling requirements, wire termination, color coding of wiring and devices as well as nameplates.

**Task 9. 100% Construction Document (PS&E) Submittal**

Utilizing comments received from the various reviewers, the Consultant shall prepare the 100% PS&E’s in accordance with the approved Basis of Design Report as prepared in Task 6. The Consultant shall be required to compile in a matrix format all 60% comments received and responses made by the Consultant for review by the Project Manager. A column in the matrix will
outline any action taken by the Consultant in resolving the comment. This spreadsheet will be submitted to all reviewers as part of the 100% PS&E submittal. If needed, the Consultant shall schedule review meetings with key reviewers to clarify any comments and resolve any conflicting comments.

All comments from the 60% review must be addressed and incorporated into the 100% PS&E’s as stated in the response matrix. The 100% PS&E submittal shall include a complete set of improvement plans including all disciplines and all detail sheets. The 100% Specifications/Bid Documents shall be a complete package with all bid items included. The 100% engineer’s estimate of probable costs shall be complete including updated quantities, unit prices, and carried totals for each bid item and a grand total for the Project. Two (2) hard copies of full size (36x24) plan sets, four (4) hard copies of half size (11x17) plan sets, one (1) electronic pdf copy of the 100% PS&E’s shall be delivered to the Project Manager. Design files, e.g., digital terrain model and alignment files in InRoads may be submitted to expedite the review process.

**Task 10. Final Construction Document (PS&E) Submittal**

After receiving any comments on the 100% submittal from the various reviewers, the Consultant shall prepare Final PS&E’s ready for bidding. The Consultant shall be required to compile in a matrix format all 100% comments received and responses by the Consultant for review by the Project Manager. A column in the matrix will outline any action taken by the Consultant in resolving the comment. This spreadsheet will be submitted to all reviewers prior to and as part of the Final PS&E submittal. If needed, the Consultant shall schedule review meetings with key reviewers to clarify any comments and resolve any conflicting comments.

All comments from the 100% review will be addressed and where required will be incorporated into the Final PS&E’s. The Final PS&E submittal shall include a complete set of improvement plans including all disciplines, all detail sheets and shall be signed by a registered engineer in the State of California for each discipline. The Final Specifications/Bid Documents submittal shall be a complete package with all sections of the standard City bid documents included and will have listed all bid items in the standard form. The Final Engineer’s estimate of Probable Costs shall be complete including final quantities, unit prices, carried totals for each bid item, a grand total for the Project. Two (2) hard copies of full size (36x24) plan sets, four (4) hard copies of half size (11x17) plan sets, one (1) electronic copy of the final PS&E’s shall be delivered to the Project Manager.

The Consultant shall be responsible for addressing any final comments to the plans, specifications and engineer's estimate of probable costs based on input from the Project Manager prior to going to bid.

**Task 11. Bidding Phase Services**

Throughout the bidding and construction process, the Consultant shall be required to assist the Project Manager in the following items:

a. Assist in responding to questions raised during the bidding process including preparation of any addenda.

b. Attend the pre-construction meeting and construction kick-off meeting.

**Task 12. Construction Phase Services**
Throughout the construction process, the Consultant shall be required to assist the Project Manager in the following items:

a. Respond in writing to any contractor’s questions (RFI’s) during construction. Assume a total of thirty (30) RFI’s for purposes of this proposal. Assume that ten (10) will require design sketches or exhibits.

b. Attend site visits to clarify design issues in the field as required by City staff. Assume a total of twenty (20) hours for site visits and construction meetings.

c. Collect and compile all equipment and product information provided by the Contractor and incorporate into an Operations and Maintenance manual. The manual will include the specifications, maintenance recommendations and warranty information.

d. Assist the City with start-up of the facility upon commissioning of the well into operation. Assume a total of forty (40) hours for the purposes of this proposal.

e. Evaluate and respond to the Contractor’s requests for change orders. Assume a maximum of six (6) requests that will need attention.

f. Factory and Site Acceptance Testing as required and described in Task 8.

g. Review shop drawings, samples, equipment specifications and other submittals. Assume (80) submittal reviews for purposes of this proposal.

The Consultant will review RFI’s and shop drawings during construction when forwarded by the City’s Construction Project Manager. Consultant may be required to visit the construction site to resolve construction issues.

**Task 13. As-Built Preparation**

Upon receipt and acceptance of the field As-Built construction drawings from the Project Manager, the Consultant shall prepare final As-Built drawings incorporating any changes that occurred during the construction. Field changes shall include all civil, electrical, controls and mechanical disciplines. The Consultant shall submit one (1) full size (36x24) hard copy of the As-Built drawings to the Project Manager along with one (1) electronic copy in MicroStation format. The final As-Built drawings and RFI log shall be stamped and signed by a Registered Civil Engineer in the State of California.


After construction has been completed and the site has been commissioned, the Consultant shall finalize an operational site manual that fully defines how the site functions. Care shall be taken to address the blending strategies and parameters for Well 29 to remain in operation. In addition, all Operator duties shall be defined and procedures for field checking common errors shall be established. The intent of this site manual is to define standard operating procedures for field operations.

**Additional Work**

The Consultant is encouraged in its proposal to identify any additional work that is not specified in this Scope of Work that would be, in its opinion necessary or of benefit to complete the Project as defined herein. If identified, this Additional Work must be included and separated out in the Consultant’s Proposal and Fee Schedule.

**General Requirements and Project Deliverables:**
The consulting firm/s are responsible for any damage to utilities during the locating efforts.

**Consultant Responsibilities:**

The consultant shall be available to provide on-call services within 48-hours for unplanned utility locating services.

**City Responsibilities:**

The City will provide information in its possession relevant to the preparation of the required information in the RFP. The City will provide only the staff assistance and the documentation specifically in referred to herein.

- Location Map
- Water well As-Built Plans
- Well 29 Improvements Alternative Analysis
- Well 29 Functional Specifications
- PLC Control Panel Standards
- Bus Shelter Standard Plan (Detail) and Specifications

**Fee Proposal:**

In addition to Section IV.B.3 (Submittal Requirements: Fee Proposal) fee schedule shall be structured as follows:

- The fee proposal shall include the firm’s standard hourly fee schedule, and/or project fee schedule where applicable and as outlined in this this documents.
- The fee should include all items listed on this documents. In addition, all optional services such as the environmental CEQA Preparation, and the Storm Water Drainage Improvements shall be listed below the base bid.
CONSULTANT AGREEMENT
CITY OF SANTA ANA

THIS AGREEMENT is made and entered into this ______ day of ____________, 2017 by and between _________________________________ (hereinafter “Consultant”), and the City of Santa Ana, a charter city and municipal corporation organized and existing under the Constitution and laws of the State of California (hereinafter “City”).

RECITALS

A. The City desires to retain a consultant having special skill and knowledge in the field of:

[Briefly describe expertise sought and the scope of work the consultant (engineering) services will perform.]

B. Consultant represents that Consultant is able and willing to provide such services to the City.

C. In undertaking the performance of this Agreement, Consultant represents that it is knowledgeable in its field and that any services performed by Consultant under this Agreement will be performed in compliance with such standards as may reasonably be expected from a professional consulting firm in the field.

NOW THEREFORE, in consideration of the mutual and respective promises, and subject to the terms and conditions hereinafter set forth, the parties agree as follows:

1. SCOPE OF SERVICES

Consultant shall perform during the term of this Agreement, the tasks and obligations including all labor, materials, tools, equipment, and incidental customary work required to fully and adequately complete the services described and set forth in Scope of Services - Exhibit A, attached hereto and incorporated by reference. The Scope of Services shall include a Schedule for the Delivery of Services, which shall be delivered as scheduled, beginning upon the City’s issuance of a Notice to Proceed.

2. COMPENSATION

City agrees to pay, and Consultant agrees to accept as total payment for its services for City, an amount not to exceed $_________ in accordance to rates and charges identified in Compensation - Exhibit B, attached hereto and incorporated by reference, and in accordance with Section 18.

3. TERM

This Agreement shall commence on [enter a Start Date or “the date first written above”] for a number (#) year term with the option for the City to grant up to a number (#)-year renewal option(s)
exercisable by the City Manager and the City Attorney, unless terminated earlier in accordance with Section 15, below.

4. **INDEPENDENT CONTRACTOR**

Consultant shall, during the entire term of this Agreement, be construed to be an independent contractor and not an employee of the City. This Agreement is not intended nor shall it be construed to create an employer-employee relationship, a joint venture relationship, or to allow the City to exercise discretion or control over the professional manner in which Consultant performs the services which are the subject matter of this Agreement; however, the services to be provided by Consultant shall be provided in a manner consistent with all applicable standards and regulations governing such services. Consultant shall pay all salaries and wages, employer's social security taxes, unemployment insurance and similar taxes relating to employees and shall be responsible for all applicable withholding taxes.

5. **OWNERSHIP OF MATERIALS**

This Agreement creates a non-exclusive and perpetual license for City to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Consultant under this Agreement (“Documents & Data”). Consultant shall require all subcontractors to agree in writing that City is granted a non-exclusive and perpetual license for any Documents & Data the subcontractor prepares under this Agreement. Consultant represents and warrants that Consultant has the legal right to license any and all Documents & Data. Consultant makes no such representation and warranty in regard to Documents & Data which were provided to Consultant by the City. City shall not be limited in any way in its use of the Documents and Data at any time, provided that any such use not within the purposes intended by this Agreement shall be at City’s sole risk.

6. **INSURANCE**

Prior to undertaking performance of work under this Agreement, Consultant shall maintain and shall require its subcontractors, if any, to obtain and maintain insurance as described below:

a. Commercial General Liability Insurance. Consultant shall maintain commercial general liability insurance naming the City, its officers, employees, agents, volunteers and representatives as additional insured(s) and shall include, but not be limited to protection against claims arising from bodily and personal injury, including death resulting therefrom and damage to property, resulting from any act or occurrence arising out of Consultant’s operations in the performance of this Agreement, including, without limitation, acts involving vehicles. The amounts of insurance shall be not less than the following: single limit coverage applying to bodily and personal injury, including death resulting therefrom, and property damage, in the total amount of $1,000,000 per occurrence, with $2,000,000 in the aggregate. Such insurance shall (a) name the City, its officers, employees, agents, and representatives as additional insured(s); (b) be primary and not contributory with respect to insurance or self-insurance programs maintained by
the City; and (c) contain standard separation of insured’s provisions.

b. Business automobile liability insurance, or equivalent form, with a combined single limit of not less than $1,000,000 per occurrence. Such insurance shall include coverage for owned, hired and non-owned automobiles.

c. Worker’s Compensation Insurance. In accordance with the provisions of Section 3700 of the Labor Code, Consultant, if Consultant has any employees, is required to be insured against liability for worker’s compensation or to undertake self-insurance. Prior to commencing the performance of the work under this Agreement, Consultant agrees to obtain and maintain any employer’s liability insurance with limits not less than $1,000,000 per accident.

d. If Consultant is or employs a licensed professional such as an architect or engineer: Professional liability (errors and omissions) insurance, with a combined single limit of not less than $1,000,000 per claim with $2,000,000 in the aggregate.

e. The following requirements apply to the insurance to be provided by Consultant pursuant to this section:

   i. Consultant shall maintain all insurance required above in full force and effect for the entire period covered by this Agreement.

   ii. Certificates of insurance shall be furnished to the City upon execution of this Agreement and shall be approved by the City.

   iii. Certificates and policies shall state that the policies shall not be canceled or reduced in coverage or changed in any other material aspect without thirty (30) days prior written notice to the City.

   iv. Consultant shall supply City with a fully executed additional insured endorsement.

f. If Consultant fails or refuses to produce or maintain the insurance required by this section or fails or refuses to furnish the City with required proof that insurance has been procured and is in force and paid for, the City shall have the right, at the City’s election, to forthwith terminate this Agreement. Such termination shall not affect Consultant’s right to be paid for its time and materials expended prior to notification of termination. Consultant waives the right to receive compensation and agrees to indemnify the City for any work performed prior to approval of insurance by the City.

7. INDEMNIFICATION

To the fullest extent permitted by law, Consultant shall indemnify, defend and hold harmless City, its officers, agents and employees (collectively, the “indemnified parties”) from and against any and all claims (including, without limitation, claims for bodily injury, death or damage to property), demands, obligations, damages, actions, causes of action, suits, losses, judgments, fines, penalties, liabilities, costs and expenses (including, without limitation, attorney’s fees, disbursements and court costs) of every kind and nature whatsoever (individually, a claim; collectively, “claims”), to any work performed or services provided under this Agreement arising out of, relating to or pertaining to the negligence, recklessness or willful misconduct of Consultant, its principals, officers, agents, employees, vendors, suppliers, contractors, subcontractors, anyone employed directly or indirectly by any of them or
for whose acts they may be liable for any or all of them. Notwithstanding the foregoing, nothing herein shall be construed to require Consultant to indemnify the indemnified parties from any claim arising from the sole negligence or willful misconduct of the indemnified parties. This indemnity shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by the Consultant.

8. INTELLECTUAL PROPERTY INDEMNIFICATION

Consultant shall defend and indemnify the City, its officers, agents, representatives, and employees against any and all liability, including costs, for infringement of any United States’ letters patent, trademark, or copyright infringement, including costs, contained in the work product or documents provided by Consultant to the City pursuant to this Agreement.

9. RECORDS

Consultant shall keep records and invoices in connection with the work to be performed under this Agreement. Consultant shall maintain complete and accurate records with respect to the costs incurred under this Agreement and any services, expenditures, and disbursements charged to the City for a minimum period of three (3) years, or for any longer period required by law, from the date of final payment to Consultant under this Agreement. All such records and invoices shall be clearly identifiable. Consultant shall allow a representative of the City to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement during regular business hours. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to this Agreement for a period of three (3) years from the date of final payment to Consultant under this Agreement.

10. CONFIDENTIALITY

If Consultant receives from the City information which due to the nature of such information is reasonably understood to be confidential and/or proprietary, Consultant agrees that it shall not use or disclose such information except in the performance of this Agreement, and further agrees to exercise the same degree of care it uses to protect its own information of like importance, but in no event less than reasonable care. “Confidential Information” shall include all nonpublic information. Confidential information includes not only written information, but also information transferred orally, visually, electronically, or by other means. Confidential information disclosed to either party by any subsidiary and/or agent of the other party is covered by this Agreement. The foregoing obligations of non-use and nondisclosure shall not apply to any information that (a) has been disclosed in publicly available sources; (b) is, through no fault of the Consultant disclosed in a publicly available source; (c) is in rightful possession of the Consultant without an obligation of confidentiality; (d) is required to be disclosed by operation of law; or (e) is independently developed by the Consultant without reference to information disclosed by the City.

11. CONFLICT OF INTEREST CLAUSE

Consultant covenants that it presently has no interests and shall not have interests, direct or indirect, which would conflict in any manner with performance of services. Conflict may be further
specified in **Certifications - Exhibit C**, attached hereto and incorporated in this Agreement by reference.

12. **DISCRIMINATION**

Consultant shall not discriminate because of race, color, creed, religion, sex, marital status, sexual orientation, age, national origin, ancestry, or disability, as defined and prohibited by applicable law, in the recruitment, selection, training, utilization, promotion, termination or other employment related activities. Consultant affirmsthat it is an equal opportunity employer and shall comply with all applicable federal, state and local laws and regulations and as further specified in **Certifications - Exhibit C**, attached hereto and incorporated in this Agreement by reference.

13. **EXCLUSIVITY AND AMENDMENT**

This Agreement represents the complete and exclusive statement between the City and Consultant, and supersedes any and all other agreements, oral or written, between the parties. In the event of a conflict between the terms of this Agreement and any attachments hereto, the terms of this Agreement shall prevail. This Agreement may not be modified except by written instrument signed by the City and by an authorized representative of Consultant. The parties agree that any terms or conditions of any purchase order or other instrument that are inconsistent with, or in addition to, the terms and conditions hereof, shall not bind or obligate Consultant or the City. Each party to this Agreement acknowledges that no representations, inducements, promises or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which is not embodied herein.

14. **ASSIGNMENT**

Inasmuch as this Agreement is intended to secure the specialized services of Consultant, Consultant may not assign, transfer, delegate, or subcontract any interest herein without the prior written consent of the City and any such assignment, transfer, delegation or subcontract without the City's prior written consent shall be considered null and void. Nothing in this Agreement shall be construed to limit the City's ability to have any of the services which are the subject to this Agreement performed by City personnel or by other consultants retained by City.

15. **TERMINATION**

This Agreement may be terminated by the City upon thirty (30) days written notice of termination. In such event, Consultant shall be entitled to receive and the City shall pay Consultant compensation for all services performed by Consultant prior to receipt of such notice of termination, subject to the following conditions:

a. As a condition of such payment, the Executive Director may require Consultant to deliver to the City all work product(s) completed as of such date, and in such case such work product shall be the property of the City unless prohibited by law, and Consultant consents to the City's use thereof for such purposes as the City deems appropriate.

b. Payment need not be made for work which fails to meet the standard of performance
specified in the Recitals of this Agreement.

16. **JURISDICTION - VENUE**

This Agreement has been executed and delivered in the State of California and the validity, interpretation, performance, and enforcement of any of the clauses of this Agreement shall be determined and governed by the laws of the State of California. Both parties further agree that Orange County, California, shall be the venue for any action or proceeding that may be brought or arise out of, in connection with or by reason of this Agreement.

17. **PROFESSIONAL LICENSES**

Consultant shall, throughout the term of this Agreement, maintain all necessary licenses, permits, approvals, waivers, and exemptions necessary for the provision of the services hereunder and required by the laws and regulations of the United States, the State of California, the City of Santa Ana and all other governmental agencies. Consultant shall notify the City immediately and in writing of its inability to obtain or maintain such permits, licenses, approvals, waivers, and exemptions. Said inability shall be cause for termination of this Agreement.

18. **PAYMENTS & INVOICES**

a. Payment by City shall be made within 45 days (forty-five) days following receipt of proper invoice evidencing work performed, subject to City accounting procedures. Payment need not be made for work which fails to meet the standards of performance set forth in the Recitals which may reasonably be expected by City.

b. Invoices should be submitted on the 15th of each month and shall include the following information at a minimum:
   v. Consultant’s invoice number and City’s agreement number
   vi. Beginning and ending dates for services
   vii. City Project and/or Task Order number and/or name (if applicable)
   viii. Work site address/location (if applicable)
   ix. Tasks or deliverables completed and percentage (%) of total services completed.
   x. Remaining Overall and Task Order budget available

19. **MISCELLANEOUS PROVISIONS**

a. Additional provisions, if any, are identified as Additional Provisions, Exhibit D, attached hereto and incorporated into this Agreement by reference.

b. Each undersigned represents and warrants that its signature herein below has the power, authority and right to bind their respective parties to each of the terms of this Agreement, and shall indemnify City fully, including reasonable costs and attorney’s fees, for any injuries or damages to City in the event that such authority or power is not, in fact, held by the signatory or is withdrawn.
c. All Exhibits referenced herein and attached hereto shall be incorporated as if fully set forth in the body of this Agreement.

20. NOTICE

Any notice, tender, demand, delivery, or other communication pursuant to this Agreement shall be in writing and shall be deemed to be properly given if delivered in person or mailed by first class or certified mail, postage prepaid, or sent by fax or other telegraphic communication in the manner provided in this Section, to the following persons:

To City:

Clerk of the City Council  
City of Santa Ana  
20 Civic Center Plaza (M-30)  
P.O. Box 1988  
Santa Ana, CA 92702-1988  
Fax: 714-647-6956

With courtesy copies to:

<table>
<thead>
<tr>
<th>First &amp; Last Name</th>
<th>Sonia R. Carvalho</th>
</tr>
</thead>
<tbody>
<tr>
<td>Title</td>
<td>City Attorney</td>
</tr>
<tr>
<td>Consultant Firm Name</td>
<td>City of Santa Ana</td>
</tr>
<tr>
<td>Address</td>
<td>20 Civic Center Plaza (M-29)</td>
</tr>
<tr>
<td>City, State, Zip</td>
<td>P.O. Box 1988</td>
</tr>
<tr>
<td>Fax:</td>
<td>Santa Ana, California 92702</td>
</tr>
<tr>
<td></td>
<td>Fax: 714-647-6515</td>
</tr>
</tbody>
</table>

To Consultant:

First & Last Name  
Title  
Consultant Firm Name  
Address  
City, State, Zip  
Fax:

A party may change its address by giving notice in writing to the other party. Thereafter, any communication shall be addressed and transmitted to the new address. If sent by mail, communication shall be effective or deemed to have been given three (3) days after it has been deposited in the United States mail, duly registered or certified, with postage prepaid, and addressed as set forth above. If sent by fax, communication shall be effective or deemed to have been given twenty-four (24) hours after the time set forth on the transmission report issued by the transmitting facsimile machine, addressed as set
forth above. For purposes of calculating these time frames, weekends, federal, state, County or City holidays shall be excluded.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the date and year first above written.

ATTEST:

Maria D. Huizar
Clerk of the Council

CITY OF SANTA ANA

Cynthia Kurtz
Interim City Manager

APPROVED AS TO FORM:

SONIA R. CARVALHO
City Attorney

CONSULTANT:

John Funk
Assistant City Attorney

(name)
(title)
Tax ID#_____________________

RECOMMENDED FOR APPROVAL:

FRED MOUSAVIDPOUR
Executive Director
Public Works Agency
EXHIBIT B

COMPENSATION
Fee Proposal including hourly rates
(from Consultant Proposal)

The total compensation may include a line item for the cost from the Fee Proposal, followed by a line item for any contingency, followed by a grand total not to exceed (NTE) Amount. This is what may be transferred to the front page of the contract.
Appendix
ATTACHMENT 3-1: NON-COLLUSION AFFIDAVIT
CERTIFICATIONS

CONSTRUCTABILITY REVIEW

NON-COLLUSION AFFIDAVIT
(Title 23 United States Code Section 112 and
Public Contract Code Section 7106)

To the CITY OF SANTA ANA DEPARTMENT OF PUBLIC WORKS

In accordance with Title 23 United States Code Section 112 and Public Contract Code 7106 the BIDDER declares that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the BIDDER has not directly or indirectly induced or solicited any other BIDDER to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived or agreed with any BIDDER or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the BIDDER has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the BIDDER or any BIDDER, or to fix any overhead, profit, or cost element of the bid price, or of that of any other BIDDER, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the BIDDER has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Note: The above Non-collusion Affidavit is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Non-collusion Affidavit. BIDDERS are cautioned that making a false certification may subject the certifier to criminal prosecution.

Signed

State of California
County of __________

Subscribed and sworn to (or affirmed) before me on this ____ day of ______, 20__, by ______________________, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

__________________________  ____________________________
Notary Public Signature      Notary Public Seal
CONSTRUCTABILITY REVIEW

The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence any officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant loan, loan or cooperative agreement, the undersigned shall complete and submit a “Disclosure of Lobbying Activities”.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U. S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such sub recipients shall certify and disclose accordingly.

Firm ______________________________________________________________________________________

Signed and Printed Name: ____________________________________________________________________

Title ________________________________________________________________________________________

Date ________________________________________________________________________________________
The undersigned consultant or corporate officer, during the performance of this contract, certifies as follows:

1. The Consultant shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Consultant shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without, regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

2. The Consultant shall, in all solicitations or advertisements for employees placed by or on behalf of the Consultant, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

3. The Consultant shall send to each labor union or representative of workers with which he/she has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers’ representatives of the Consultant’s commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

4. The Consultant shall comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

5. The Consultant shall furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his/her books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation, to ascertain compliance with such rules, regulations, and orders.

6. In the event of the Consultant’s non-compliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, the contract may be canceled, terminated, or suspended in whole or in part and the Consultant may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulations, or order of the Secretary of Labor, or as otherwise provided by law.

7. The Consultant shall include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted.
by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontract or purchase order as the administering agency may direct as means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event the Consultant becomes involved in, or is threatened with, litigation with a sub-consultant or vendor as a result of such direction by the administering agency, the Consultant may request that the United States enter into such litigation to protect the interests of the United States.

8. Pursuant to California Labor Code Section 1735, as added by Chapter 643 Stats. 1939, and as amended,

No discrimination shall be made in the employment of persons upon public works because of race, religious creed, color, national origin, ancestry, physical handicaps, mental condition, marital status, or sex of such persons, except as provided in Section 1420, and any consultant of public works violating this Section is subject to all the penalties imposed for a violation of the Chapter.

Signed: ________________________________

Title: ________________________________

Firm: ________________________________

Date: ________________________________
TECHNICAL MEMORANDUM

To:                      Brian Ige
From:                    Steven Conner, P.E.
                         Justin Lee, P.E.
Subject:  Well 29 Improvements Alternative Analysis

1.0 PURPOSE

1.1 Introduction
The purpose of the Well 29 Technical Memorandum (TM) is to develop three (3) alternatives for the improvement of Well 29 and its associated facilities based on existing conditions of the project area, utility research, predetermined evaluation criteria, and a preliminary cost analysis.

1.2 Project Understanding
The City of Santa Ana owns and operates Well 29, located at the southeast corner of Flower Street and First Street, adjacent to City owned tennis courts. Well 29 pumps directly to an existing 8 MG reservoir. The existing well site includes the well head and discharge piping assembly, control equipment, a chlorination system in a building, and an SCE transformer. There is currently not a pump to waste system. An access driveway is located on the west side of the site along Flower Street. The City is evaluating options for conducting improvements at the site.

Based on a field review of the site, the major elements of the necessary upgrades include comprehensive upgrades to the site with the exception of relocating the well head. New improvements would include but not be limited to new piping and valving, new electrical equipment, new building to house equipment, new chlorination facilities, enclosure block wall, and other site improvements. Also for consideration is reconfiguring the surrounding area as well including the landscaped parkway and adjacent tennis courts. There is a future project to construct a protected bus stop along First Street, northeast of the site. If tennis courts are reconfigured, the goal would be to maintain the same number of tennis courts with the new configuration. Well 29 currently does not have an automated pump-to-waste system, but the City is open to adding one if it is feasible.

1.3 Scope of this Report
This TM discusses the recommended upgrades at the site including site improvements, structural, mechanical, and electrical upgrades. The scope of the analysis included in this TM is summarized below:

- Review of the existing conditions in the project area including utilities and the surrounding facilities.
- Establish a set of possible improvements that could be implemented at the Well 29 site.
• Develop three (3) preliminary alternatives for the improved Well 29 Site, considering the existing conditions as well as proposed facilities that have been indicated by the City.
• Provide 3D renderings for each site alternative.
• Develop a preliminary opinion of probable cost for the design and construction of each alternative discussed.
2.0 EXISTING CONDITIONS AND DATA

2.1 Agency As-built Information and Findings
Critical information and findings specific to this project is summarized in the following.

City of Santa Ana:
The City provided several record drawings for Well 29, City-owned utilities, and the streets adjacent to the Well 29 site boundary. The following records were used in the alternative analysis.

• Project No. 1504 – Flower Street Improvements
• Project No. 1321 – First Street Improvements
• Project No. 7264 – Santa Ana High School Street Improvements
• Plan No. W-117 – 16” Gravity Water Transmission Main from Well 16
• Well 29 Control Diagram

Metropolitan Water District:
The City provided several record drawings for Metropolitan Water District (MWD) facilities surrounding the Well 29 site boundary. The following records were used in the alternative analysis.

• Plan No. B-7747 – Orange County Feeder Extension

Southern California Edison:
No records for the on-site SCE transformer were provided for this TM but several electric and telephone lines were shown on other available plans sets. Record drawings from SCE are needed to perform an in-depth analysis of the work required to relocate the transformer.

2.2 Assumptions
The City indicated that certain items should be included in the development of each alternative. Those items included:

• Construct a new wall around the site limits to secure Well 29 facilities
• Construct a new building to house the well head, electrical equipment, chlorination system, and chemical storage
• All alternatives should provide adequate space for the construction of a recessed bus pad on Flower Street. The bus pad was sized according to Orange County Transportation Agency (OCTA) standards.

It was assumed that the well head was the only on-site facility that should remain unchanged in all alternatives.
3.0 WELL 29 IMPROVEMENTS

A set of possible improvements was developed in order to address operational and safety concerns at the existing well site.

3.1 Well 29 Building
There is one existing building on-site that houses the chlorination equipment for Well 29. The well head, electrical equipment and chemical storage are currently left exposed to the elements. A car accident at the well site recently damaged the building and took the chlorination system out of commission. To prevent future service disruptions, the City would like to construct a new building to house all on-site equipment.

The proposed building will be constructed to house the well head, electrical equipment, chlorination system, and chemical storage. The building would be composed of four (4) rooms. The pump room will house the existing well head and above-ground discharge piping, including the pump-to-waste piping; the chemical room will contain all the mechanical equipment needed for the new chlorination system; the electrical room will house a motor control center (MCC) and other electrical equipment; the storage room will be used to store the chemicals used for the chlorination system.

While the pump room, electrical room, and chemical room will only be accessible by City staff, a separate door will be provided for the storage room so vendors can deliver chemicals without needing access to the rest of the facility. Hatches will be provided above the well head to accommodate maintenance and future improvements.

3.2 Site Improvements
The existing site is adjacent to the intersection of Flower Street and First Street. Access to the site is provided via a driveway off of Flower Street. Entering and exiting the site can be risky due to the proximity of the driveway to the intersection and the high through traffic in the area. There are currently only two options for access. The existing layout allows smaller vehicles to drive onto the site and turn around before exiting. However, there is not adequate room for a larger vehicle to turn around on site; those vehicles are forced to back up into oncoming traffic upon their exit. Alternatively, City staff can park off-site and walk to the well, but that is not preferable.

To address the existing access issue, an additional driveway can be added on Flower Street. This would allow City staff to enter and exit the site with the flow of traffic, making operations much safer. Constructing the drive-through would require expansion of the existing site boundary, relocation of the SCE transformer, and relocation of an adjacent tennis court. The drive-through could also be extended further to provide vehicle access to MWD vault SA-2. To provide extra security, a new masonry wall will be constructed around the site’s perimeter.

3.3.1 Operational Improvements
The City has indicated that the existing chlorination system works well, so the system will be replaced in-kind and moved into the proposed chemical room. Salt storage, which is now provided via a small outdoor shed, will be moved into a separate storage room, accessible via a separate exterior door.

An automated pump-to-waste system could also be implemented at the proposed Well 29 facility. A 10-inch waste pipeline would split from the well discharge line via a tee-fitting placed downstream of an in-line flowmeter. Upon
well start-up, a pump-to-waste control valve would open – while the pump check valve remains closed – and allow a predetermined volume of well water to discharge into an existing gravity storm drain in First Street for a preset amount of time. After the preset timer has been expired, the pump-to-waste control valve would gradually close while the pump check valve opens, diverting flow into the 12-inch discharge pipeline and filling the Walnut Reservoir. This procedure would occur once during every well start-up.

The existing motor control center (MCC) will need to be replaced as well. The new MCC will be housed in a 105” W x 20” D x 90” H NEMA 1 Enclosure, located within the proposed electrical room. The MCC will consist of a main breaker, soft starter for the 200HP well pump, single-phase power panel and control panel. An SCE meter and underground pull section will be installed in a separate 66” W x 36” D x 90” H NEMA 3R Switchboard Enclosure, located outside of the well building.
4.0 DEVELOPMENT OF ALTERNATIVES

The initial comments and feedback from the City was used to develop the initial alternatives to be evaluated. The comments from the RFP, kickoff meeting, and site visit were all taken into consideration when developing these alternatives. Renderings for each alternative were developed and used to determine how the City can fit the new facilities on the existing property. It is assumed that the City will construct a new protected bus stop in the future and the site layout will have to accommodate for it. The proposed bus pad and existing limits of the Well 29 site are shown in Figure 1.

Figure 1 – Project Vicinity
The alternatives were developed to accommodate the specific needs of the City. Alternative 1 was developed as the low-cost option, only making improvements if necessary. Alternatives 2 and 3 were developed to provide a safer and more accessible facility, but at a higher cost. The final site alternatives are summarized below:

Alternative 1: No changes to site boundary, SCE transformer, or tennis courts

Alternative 2: Expand site boundary and relocate SCE transformer inside site walls

Alternative 3: No changes to site boundary and relocate SCE transformer outside site walls

A summary of the features of each alternative is provided in Table 1. See Appendix A for detailed renderings for each proposed alternative.

4.1 Alternative 1: No Changes to Site Layout

![Figure 2 – Well 29: Alternative 1](image-url)
This alternative consists of constructing a building to house Well 29 and its appurtenances. The new building will be composed of a storage room, chemical room, electrical room, and mechanical room. The existing MCC and chlorination system will be replaced in-kind and the new equipment will be placed in the appropriate rooms. The mechanical room will house the existing well head and a new pump-to-waste system that will discharge to a storm drain in Flower Street. A new switchboard will be constructed outside of the Well 29 building, adjacent to the existing SCE transformer. The switchboard will include the SCE Meter and underground pull section.

**Figure 2** illustrates the site layout of Alternative 1.

4.2 Alternative 2: Expand Site Boundary and Relocate SCE Transformer inside Site Walls

This alternative will expand the existing site boundary in order to construct a driveway for City maintenance vehicles. The driveway will allow City staff to access the site from both First and Flower Street, and eliminate the need to backup into oncoming traffic. The driveway will be extended to also provide maintenance vehicles access to MWD vault SA-2. In order to construct this driveway, the SCE transformer will be relocated to the north-east corner of the well site and the tennis court will be moved 20’ south. A new switchboard will be constructed adjacent to the relocated SCE transformer. The switchboard will include the SCE Meter and underground pull section.

**Figure 3 – Well 29: Alternative 2**
The new building will be composed of the same rooms as Alternative 1, but they will be arranged to accommodate the new driveway. A new MCC and chlorination system will also be included in the facility. The mechanical room will also house a new pump-to-waste system that will discharge to a storm drain in Flower Street. **Alternative 2** is shown in Figure 3.

4.3 Alternative 3: Expand Site Boundary and Relocate SCE Transformer Outside

Alternative 3 will not expand the site boundary, however exterior facilities will still require improvement in order to construct a driveway for City maintenance vehicles. The adjacent tennis court will be moved 20’ south and the SCE transformer will be relocated outside the site’s walls, allowing SCE staff to access their facilities without needing access to the well site. A new switchboard will be constructed adjacent to the relocated SCE transformer. The switchboard will include the SCE Meter and underground pull section.

The new building will be composed of the same rooms as Alternative 1, but they will be arranged to provide the largest access path for City staff. A new MCC, chlorination system, and pump-to-waste system will also be included at the improved facility.
<table>
<thead>
<tr>
<th>Features of Improved Well 29 Facility, by Alternative</th>
<th>Alternative 1</th>
<th>Alternative 2</th>
<th>Alternative 3</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Well 29 Building</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>• Includes well room, electrical room, chemical room, and storage room.</td>
<td>• Includes well room, electrical room, chemical room, and storage room.</td>
<td>• Includes well room, electrical room, chemical room, and storage room.</td>
<td></td>
</tr>
<tr>
<td>• Approximately 730 square-feet.</td>
<td>• Approximately 720 square-feet.</td>
<td>• Approximately 790 square-feet.</td>
<td></td>
</tr>
<tr>
<td>• Storage room has separate entry.</td>
<td>• Storage room has separate entry.</td>
<td>• Storage room has separate entry.</td>
<td></td>
</tr>
<tr>
<td><strong>Site Improvements</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>• Wall surrounds the site perimeter</td>
<td>• Wall surrounds the site perimeter</td>
<td>• Wall surrounds the site perimeter</td>
<td></td>
</tr>
<tr>
<td>• One access route provided via driveway on First Street.</td>
<td>• Two access routes provided via driveway on First Street and Flower Street.</td>
<td>• Two access routes provided via driveway on First Street and Flower Street.</td>
<td></td>
</tr>
<tr>
<td>• Improvement area is approximately 2,360 square-feet</td>
<td>• Drive-through extended to provide vehicle access to MWD vault SA-2</td>
<td>• Drive-through extended to provide vehicle access to MWD vault SA-2</td>
<td></td>
</tr>
<tr>
<td></td>
<td>• Adjacent tennis court relocated 20’ south.</td>
<td>• Adjacent tennis court relocated 20’ south.</td>
<td></td>
</tr>
<tr>
<td></td>
<td>• SCE transformer to be relocated to north-east corner of the site boundary to provide drive-through access.</td>
<td>• SCE transformer to be relocated outside of site walls to provide drive-through access.</td>
<td></td>
</tr>
<tr>
<td></td>
<td>• Improvement area is approximately 7,300 square-feet</td>
<td>• Improvement area is approximately 7,300 square-feet</td>
<td></td>
</tr>
<tr>
<td><strong>Operational Improvements</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>• Provide new chlorination units and pump-to-waste system.</td>
<td>• Provide new chlorination units and pump-to-waste system.</td>
<td>• Provide new chlorination units and pump-to-waste system.</td>
<td></td>
</tr>
</tbody>
</table>
5.0 OPINION OF PROBABLE COST

The cost estimates presented in this TM are based on assumptions stated in Section 2. The costs are based on Heavy Construction Cost Data (RSMeans, 2016), recently bid projects that are similar in scope, and estimates from contractors and vendors.

Allowances for project contingencies consistent with an “Order of Magnitude” estimate are also included in the project costs prepared as part of this study. Costs are broken down by baseline construction cost and capital improvement cost. As shown in the following sample calculation of the capital improvement cost, the total cost of all project construction contingencies is 30.0 percent of the baseline construction cost.

The opinion of project costs for each alternative is summarized in Table 2. The lowest cost alternative is Alternative 1 with an estimated construction cost of $547,000. The full cost estimate is attached in Appendix B.

Table 2 – Total Costs per Alternative

<table>
<thead>
<tr>
<th>Alternative No.</th>
<th>Alternative Description</th>
<th>Construction Cost</th>
<th>Capital Improvement Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>No Changes to Site Layout</td>
<td>$ 547,000</td>
<td>$ 711,100</td>
</tr>
<tr>
<td>2</td>
<td>Expansion of Well 29 Site Boundary – Relocate SCE Transformer Within Site Boundary</td>
<td>$ 647,700</td>
<td>$ 842,000</td>
</tr>
<tr>
<td>3a</td>
<td>Expansion of Well 29 Site Boundary – Relocate SCE Transformer Outside of Site Boundary</td>
<td>$ 667,000</td>
<td>$ 867,100</td>
</tr>
</tbody>
</table>

Notes:
1. Construction cost includes materials, labor, equipment, and contractor overhead/profit.
6.0 SUMMARY

Michael Baker and City officials met for a final meeting to discuss each alternative and the final recommendations. The City decided that a new disinfection system would be installed at the Walnut Pump Station, thereby eliminating the need for an onsite chlorination system and chemical/storage room at the improved Well 29 facility. The City also indicated that they preferred Alternative 3 and would be moving forward with its design.

The details of the chosen alternative is shown in Table 3.

<table>
<thead>
<tr>
<th>Table 3 – Improvements Recommended for the Well 29 Facility</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Alternative 3</strong></td>
</tr>
<tr>
<td><strong>Well 29 Building</strong></td>
</tr>
<tr>
<td>• Includes well room and electrical room</td>
</tr>
<tr>
<td>• Approximately 550 square-feet.</td>
</tr>
<tr>
<td><strong>Site Improvements</strong></td>
</tr>
<tr>
<td>• Wall surrounds the site perimeter</td>
</tr>
<tr>
<td>• Two access routes provided via driveway on First Street and Flower Street.</td>
</tr>
<tr>
<td>• Drive-through extended to provide vehicle access to MWD vault SA-2</td>
</tr>
<tr>
<td>• Adjacent tennis court relocated 20’ south.</td>
</tr>
<tr>
<td>• SCE transformer to be relocated outside of site walls to provide drive-through access.</td>
</tr>
<tr>
<td>• Improvement area is approximately 7,300 square-feet</td>
</tr>
<tr>
<td><strong>Operational Improvements</strong></td>
</tr>
<tr>
<td>• Optional pump-to-waste system.</td>
</tr>
</tbody>
</table>

The site layout of the chosen alternative is included as an exhibit in Appendix A, “Alternative 3: Recommended Improvements for Well 29 Facility”. 
APPENDICES

A: Exhibits
B: Cost Estimate
C: As-builts
APPENDIX A
Alternative 3 - Improvement of Adjacent Facilities
City of Santa Ana Well 29 Improvements