

# STAFF REPORT



ITEM NO. 18

CITY OF OCEANSIDE

---

DATE: December 10, 2008

TO: Honorable Mayor and City Council Members

FROM: Water Utilities Department

SUBJECT: **AWARD OF CONTRACT FOR THE CONSTRUCTION OF THE PEACOCK HILLS SERVICE AREA PRESSURE REGULATING STATION PROJECT AND APPROVAL OF A PROFESSIONAL SERVICES AGREEMENT WITH TETRA TECH FOR CONSTRUCTION MANAGEMENT, INSPECTION, AND OFFICE ENGINEERING SERVICES**

## SYNOPSIS

Staff and the Utilities Commission recommend that the City Council approve an award of contract to Cass Construction, Inc., of El Cajon in the amount of \$1,386,955 for the construction of the Peacock Hills Service Area Pressure Regulating Station project located at 1398 Temple Heights Drive and authorize the City Manager to execute the agreement upon receipt of all supporting documents; and approve a professional services agreement with Tetra Tech of Oceanside in the amount of \$328,537 for construction management, inspection and office engineering services during construction of the project and authorize the City Manager to execute the agreement.

## BACKGROUND

On August 20, 2008, the City Council approved the plans and specification for the construction of the Peacock Hills Service Area Pressure Regulating Station, and authorized the City Engineer to call for bids.

The Peacock Hills Service Area Pressure Regulating Station (Station) is located on the east side of the City's Guajome Reservoir site at 1398 Temple Heights Drive (Exhibit A). The purpose of the Station is to reduce pressure in the aqueducts prior to discharging into the two reservoirs and to maintain minimum pressure to the Peacock Hills Service Area. This Station was constructed in 1978 and houses the City's number 2 and number 3 aqueducts, which are both 24-inch steel pipelines. The aqueducts originate at the Weese Filtration Plant and terminate at the two Guajome Reservoirs. Outside the east side of the Station is a 12-inch pipeline that comes from both aqueducts and serves the Peacock Hills area.

The Station is undersized, inadequately ventilated, poorly lit, and has no facilities such as stairs, landings, or lifting devices to facilitate proper maintenance. It is difficult for staff to access and maintain. The facility needs to be expanded and upgraded to current regulations. Furthermore, the steel pipes that are inside and outside the Station have extensive metal surface loss and pitting and need to be replaced.

The Station was designed by DBE-Psomas, of Carlsbad. The project consists of installing a new pressure-regulating station facility. The work generally includes furnishing labor, equipment, materials, and services to construct an aboveground concrete masonry unit building on a belowground reinforced concrete slab and wall structure to house pipe lines, telemetry (SCADA) equipment, electrical and instrumentation equipment, CLA-VAL regulating valves, butterfly and gate valves, air and vacuum valves, manual air release valves, bridge and jib cranes, and other appurtenances. The pipeline work includes installing and testing CML&C steel pipe and fabricated steel fittings and connections to the existing City of Oceanside facilities. The work also includes upgrading the existing pressure-regulating vault and converting it into a meter vault facility including magnetic flow meters, valves, electrical upgrades, and roof and wall retrofits. Other items of work include by-pass piping and appurtenances, grading, trench and structure excavation and backfill, site improvements, and excavation safety measures.

## **ANALYSIS**

On September 25, 2008, nine bids were received and opened for the Peacock Hills Service Area Pressure Regulating Station project (Exhibit B). The apparent low bidder is Cass Construction, Inc., of San Diego with a bid in the amount of \$1,386,955. Staff has reviewed the bid submitted by Cass Construction, Inc., and found that its bid bond and references are in accordance with City standards. The engineer's estimate to construct the project was \$1,308,000.

To properly manage this project during construction, the services of a professional construction management, inspection, and office engineering support team are required. On August 26, 2008, staff solicited proposals from 13 engineering firms (Exhibit C) to provide construction management and inspection services during construction of this project. The firms were selected from a list compiled by the City of Oceanside's Engineering Department using the City's selection procedures for professional services. Included in the solicitation were all Oceanside firms that provide these services.

On September 23, 2008, three (3) proposals were received by the Water Utilities Department. In accordance with the City's procedure, a panel was selected to evaluate the proposals. The panel unanimously recommended that Tetra Tech of Oceanside be selected to provide the construction management, inspection, and office engineering support services (Exhibit D). The Tetra Tech team includes Right-of-Way Engineering of Oceanside as a sub-consultant.

**RECOMMENDATIONS**

Staff and the Utilities Commission recommend that the City Council approve an award of contract to Cass Construction, Inc., of El Cajon in the amount of \$1,386,955 for the construction of the Peacock Hills Service Area Pressure Regulating Station project located at 1398 Temple Heights Drive and authorize the City Manager to execute the agreement upon receipt of all supporting documents; and approve a professional services agreement with Tetra Tech of Oceanside in the amount of \$328,537 for construction management, inspection and office engineering services during construction of the project and authorize the City Manager to execute the agreement.

PREPARED BY:

  
\_\_\_\_\_  
Greg Blakely  
Administration Manager

SUBMITTED BY:

  
\_\_\_\_\_  
Peter A. Weiss  
City Manager

REVIEWED BY:

Michelle Skaggs Lawrence, Deputy City Manager

Lonnie Thibodeaux, Water Utilities Director

Teri Ferro, Financial Services Director



  
\_\_\_\_\_  
  
\_\_\_\_\_  
  
\_\_\_\_\_

- Exhibit A – Location Map
- Exhibit B – Bid Results
- Exhibit C – Consultant Mailing List
- Exhibit D – Consultant Rating Form

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

### **FISCAL IMPACT**

The Peacock Hills Service Area Pressure Regulating Station project (712.857422) has \$1,189,834 available from FY 2007-08 carry forward. \$611,433 in FY 2007-08 carry forward funds will be transferred from the San Luis Rey Waste Water Treatment Plant Water Reclamation project (712.858241.5701) to the Peacock Hills Area Pressure Regulating Station project (712.857422.5701). The Cass Construction, Inc., bid was \$1,386,955 and Tetra Tech's proposal is \$328,537 for the construction management, inspection, and office engineering services, which brings the total cost for construction and construction management, inspection, and office engineering to \$1,801,267. Therefore, adequate funds are available for the project.

### **INSURANCE REQUIREMENTS**

The City's standard insurance requirements will be met.

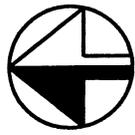
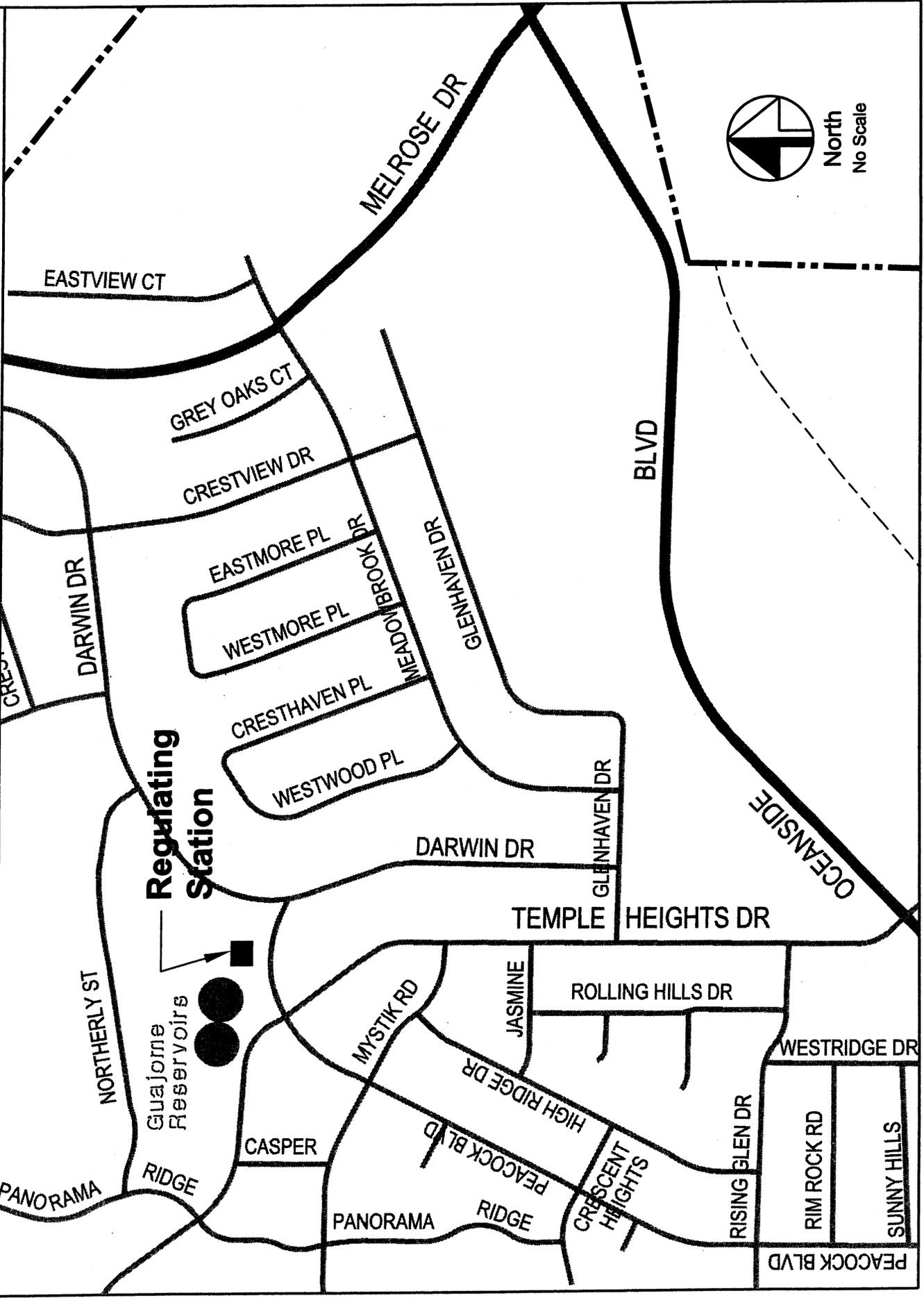
### **CITY ATTORNEY'S ANALYSIS**

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

### **COMMISSION OR COMMITTEE REPORT**

The Utilities Commission approved staff's recommendation at its regularly scheduled meeting on October 21, 2008.

# Peacock Hills Service Area Regulating Station



North  
No Scale



**CITY OF OCEANSIDE**  
 Peacock Hills Service Area Pressure Regulating Station  
 (712-85-7422)  
 September 25, 2008 BID RESULTS

**EXHIBIT "B"**

Engineer's Estimate \$1,308,000

Bid Item Number	Description	Quantity	Unit	Cass Construction, Inc.		Inland Pacific Contracting, Corp.		NEWest Construction Co.		Bid Item Number	Description	Quantity	Unit
				Unit Price	Extension	Unit Price	Extension	Unit Price	Extension				
1	Mobilization/Demobilization		LS	43,500.00	162,000.00			93,770.00		1	Mobilization/Demobilization		LS
2	Verification of Utility Locations & Field Dimensions		LS	4,200.00	7,000.00			37,490.00		2	Verification of Utility Locations & Field Dimensions		LS
3	Compliance with SWPPP Requirements		LS	5,500.00	3,000.00			18,790.00		3	Compliance with SWPPP Requirements		LS
4	Excav. Safety-Sheeting, Shoring, & Bracing		LS	1,000.00	1,000.00			26,600.00		4	Excav. Safety-Sheeting, Shoring, & Bracing		LS
5	Pipeline "A" (No. 2 Aqueduct Permanent Bypass)		LS	69,900.00	105,000.00			95,860.00		5	Pipeline "A" (No. 2 Aqueduct Permanent Bypass)		LS
6	Pipeline "B" (No. 3 Aqueduct Temporary Bypass)		LS	32,000.00	48,000.00			148,360.00		6	Pipeline "B" (No. 3 Aqueduct Temporary Bypass)		LS
7	Pipeline "C" (No. 2 Aqueduct Permanent & Vault)		LS	102,700.00	110,000.00			170,870.00		7	Pipeline "C" (No. 2 Aqueduct Permanent & Vault)		LS
8	Pipeline "D" (No. 3 Aqueduct Permanent & Vault)		LS	122,100.00	125,000.00			43,260.00		8	Pipeline "D" (No. 3 Aqueduct Permanent & Vault)		LS
9	Pipeline "E" Drain Piping		LS	24,320.00	25,000.00			50,870.00		9	Pipeline "E" Drain Piping		LS
10	Rehabilitation of Existing Vault		LS	36,100.00	36,100.00			65,480.00		10	Rehabilitation of Existing Vault		LS
11	Grading & Structural Excavation		LS	19,900.00	55,000.00			84,380.00		11	Grading & Structural Excavation		LS
12	Rein. Concrete PRS Structure Below Grade		LS	82,000.00	70,000.00			200,000.00		12	Rein. Concrete PRS Structure Below Grade		LS
13	Concrete Masonry Unit Building		LS	203,000.00	236,000.00			51,810.00		13	Concrete Masonry Unit Building		LS
14	Bridge Crane System		LS	50,000.00	51,000.00			30,200.00		14	Bridge Crane System		LS
15	Jib Crane System		LS	25,000.00	40,000.00			8,900.00		15	Jib Crane System		LS
16	24" Butterfly Valve	4	EA	10,200.00	40,800.00	9,500.00	38,000.00	3,430.00	35,600.00	16	24" Butterfly Valve	4	EA
17	18" Butterfly Valve	15	EA	4,470.00	67,050.00	4,000.00	60,000.00	2,730.00	51,450.00	17	18" Butterfly Valve	15	EA
18	16" Butterfly Valve	2	EA	3,700.00	7,400.00	3,000.00	6,000.00	2,880.00	2,880.00	18	16" Butterfly Valve	2	EA
19	18" Pressure Sustaining Valve	3	EA	41,350.00	124,050.00	42,000.00	126,000.00	2,500.00	122,490.00	19	18" Pressure Sustaining Valve	3	EA
20	6" Manual Air Release Valve Assembly	1	EA	9,250.00	9,250.00	13,000.00	13,000.00	765.00	765.00	20	6" Manual Air Release Valve Assembly	1	EA
21	4" Air Release & Vacuum Valve Assembly	1	EA	2,955.00	2,955.00	4,500.00	4,500.00	700.00	700.00	21	4" Air Release & Vacuum Valve Assembly	1	EA
22	4" Manual Air Release Assembly	1	EA	6,800.00	6,800.00	500.00	500.00	1,400.00	1,400.00	22	4" Manual Air Release Assembly	1	EA
23	2" Air Release & Vacuum Valve Assembly	2	EA	1,525.00	3,050.00	2,300.00	4,600.00	49,540.00	99,080.00	23	2" Air Release & Vacuum Valve Assembly	2	EA
24	24" Magnetic Flow Meter	2	EA	34,800.00	69,600.00	20,000.00	40,000.00	2,500.00	15,620.00	24	24" Magnetic Flow Meter	2	EA
25	Site Improvements		LS	48,300.00	18,000.00			2,500.00		25	Site Improvements		LS
26	Exhaust Fan		LS	4,000.00	2,000.00			2,500.00		26	Exhaust Fan		LS
27	Electrical & Lighting System		LS	99,000.00	115,000.00			82,700.00		27	Electrical & Lighting System		LS
28	Instrumentation & Controls		LS	78,000.00	69,000.00			72,280.00		28	Instrumentation & Controls		LS
29	Startup & Testing		LS	4,000.00	3,500.00			8,200.00		29	Startup & Testing		LS
30	Record Dwgngs, O&M Manuals, & Warrantees		LS	1,500.00	1,500.00			580.00		30	Record Dwgngs, O&M Manuals, & Warrantees		LS
<b>TOTAL BID</b>								<b>1,659,735.00</b>		<b>TOTAL BID</b>			
<b>RANKING</b>								<b>3</b>		<b>RANKING</b>			
<b>LISTED SUBCONTRACTORS</b>													
	Protective Coatings			Cass Construction, Inc.		Inland Pacific Contracting, Corp.		NEWest Construction Co.					
	Misc. & Sheet Metal			National Coating & Lining Co.									
	CMU & Glass Block			Dave Whipple Sheet Metal, Inc.									
	Masonry			Just-Star Construction		Dittman Masonry Inc.		Gold Coast Masonry					
	Concrete							Big Horn Construction					
	Structural Steel			Minshew Brothers Steel				Nash Fabricator					
	Cranes			American Monorail of California									
	Electrical & Instrumentation			EIS		J & L Electric							
	Roofing					Applied Roof Engineering		Applied Roof					
	Reinforcing Steel					MW Shew Brothers Steel							
	Pipeline Welding												
	Overhead Door												
<b>I &amp; C Certification of Intent (Section 17010, 1.4)</b>				YES		YES		YES		<b>I &amp; C Certification of Intent (Section 17010, 1.4)</b>			



**CITY OF OCEANSIDE**  
 Peacock Hills Service Area Pressure Regulating Station  
 (712-85-7422)

September 25, 2008 BID RESULTS

**EXHIBIT "B"**

Engineer's Estimate \$1,308,000

Shaw Equipment Rentals, Inc.	Unit Price	Extension	Zondrios Corporation		CCL Contracting, Inc.		Bid Item Number	Description	Quantity	Unit	SCW Contracting		Orion Construction Corp.		4-Con Engineering, Inc.	
			Unit Price	Extension	Unit Price	Extension					Unit Price	Extension	Unit Price	Extension		
	92,104.00		75,000.00		86,000.00		1	Mobilization/Demobilization		LS	49,224.00		60,000.00		259,000.00	
	5,000.00		5,000.00		5,000.00		2	Verification of Utility Locations & Field Dimensions		LS	38,135.00		10,000.00		15,000.00	
	25,000.00		10,000.00		6,000.00		3	Compliance with SWPPP Requirements		LS	9,378.00		10,000.00		15,000.00	
	95,000.00		73,000.00		27,500.00		4	Excav. Safety-Sheeting, Shoring, & Bracing		LS	608.00		10,000.00		20,000.00	
	59,000.00		50,000.00		100,500.00		5	Pipeline "A" (No. 2 Aqueduct Permanent Bypass)		LS	114,171.00		200,000.00		235,000.00	
	180,000.00		184,000.00		63,000.00		6	Pipeline "B" (No. 3 Aqueduct Temporary Bypass)		LS	57,904.00		100,000.00		100,000.00	
	190,000.00		212,000.00		164,000.00		7	Pipeline "C" (No. 2 Aqueduct Permanent & Vault)		LS	130,591.00		260,000.00		233,000.00	
	45,000.00		52,000.00		164,000.00		8	Pipeline "D" (No. 3 Aqueduct Permanent & Vault)		LS	129,307.00		240,000.00		200,000.00	
	36,000.00		68,000.00		32,000.00		9	Pipeline "E" Drain Piping		LS	90,825.00		35,000.00		50,000.00	
	20,000.00		47,000.00		75,000.00		10	Rehabilitation of Existing Vault		LS	53,785.00		50,000.00		60,000.00	
	96,000.00		100,000.00		21,500.00		11	Grading & Structural Excavation		LS	19,044.00		50,000.00		60,000.00	
	222,500.00		250,000.00		110,000.00		12	Rein. Concrete PPS Structure Below Grade		LS	85,233.00		90,000.00		160,000.00	
	20,000.00		30,000.00		301,000.00		13	Concrete Masonry Unit Building		LS	280,866.00		225,000.00		200,000.00	
	15,000.00		20,000.00		49,000.00		14	Bridge Crane System		LS	55,344.00		45,000.00		75,000.00	
	18,250.00		14,000.00		40,600.00		15	Jib Crane System		LS	42,835.00		40,000.00		50,000.00	
	5,733.00		56,000.00		8,750.00		16	24" Butterfly Valve	4	EA	11,318.00		8,000.00		15,000.00	
	4,000.00		75,000.00		3,520.00		17	18" Butterfly Valve	15	EA	8,991.00		3,600.00		60,000.00	
	38,333.00		6,000.00		52,800.00		18	16" Butterfly Valve	2	EA	4,173.00		3,000.00		7,500.00	
	4,000.00		144,000.00		39,666.00		19	18" Pressure Sustaining Valve	3	EA	43,623.00		42,000.00		6,000.00	
	3,000.00		6,600.00		118,988.00		20	6" Manual Air Release Assembly	1	EA	11,502.00		5,000.00		195,000.00	
	2,500.00		5,600.00		7,000.00		21	4" Air Release & Vacuum Valve Assembly	1	EA	3,777.00		4,000.00		4,000.00	
	7,000.00		4,000.00		4,300.00		22	4" Manual Air Release Assembly	1	EA	7,829.00		6,000.00		3,000.00	
	40,000.00		86,000.00		3,500.00		23	2" Air Release & Vacuum Valve Assembly	2	EA	1,464.00		1,500.00		2,000.00	
	25,000.00		15,000.00		20,900.00		24	24" Magnetic Flow Meter	2	EA	21,264.00		20,000.00		55,000.00	
	5,000.00		5,000.00		17,800.00		25	Site Improvements		LS	19,956.00		30,000.00		35,000.00	
	95,000.00		95,000.00		2,000.00		26	Exhaust Fan		LS	2,370.00		3,000.00		2,500.00	
	72,000.00		44,000.00		139,700.00		27	Electrical & Lighting System		LS	144,262.00		108,000.00		200,000.00	
	10,000.00		10,000.00		80,200.00		28	Instrumentation & Controls		LS	79,380.00		70,000.00		120,000.00	
	10,000.00		3,000.00		2,750.00		29	Startup & Testing		LS	18,114.00		10,000.00		25,000.00	
	1,709,098.00		1,749,400.00		2,800.00		30	Record Drawings, O&M Manuals, & Warranties		LS	4,315.00		5,000.00		5,000.00	
					1,767,248.00			<b>TOTAL BID</b>			1,793,563.00		1,927,000.00		2,615,000.00	
								<b>RANKING</b>			7		8		9	
					** \$1,783,950 Listed for Total Bid			<b>LISTED SUBCONTRACTORS</b>								
					CCL Contracting, Inc.			Protective Coatings			SCW Contracting		Orion Construction Corp.		4-Con Engineering, Inc.	
					National Coating & Lining Co.			Misc. & Sheet Metal					National Coating		National Coating & Lining Co.	
								CMU & Glass Block								
					JD Masonry			Masonry								
								Concrete								
					Nash Fabricators			Structural Steel								
					San Diego Crane & Hoist			Cranes								
					Southern Contracting Co.			Electrical & Instrumentation								
					Sylvestor Roofing			Roofing								
								Reinforcing Steel								
								Pipeline Welding								
								Overhead Door								
					YES			& C Certification of Intent (Section 17010, 1.4)			YES		YES		NO	

Consultant Mailing List for Construction Management, Inspection, and Office Engineering Support Services

EXHIBIT "C"

Peacock Hills Service Area Pressure Regulating Station (712-85-7422)

Company	Address	City	State	Zip	First Name	Last Name	Title	Phone #	Fax
Boyle Engineering Corp.	4167 Avenida De La Plata, Ste. 114	Oceanside	CA	92056	Jeff	Marchioro		760-726-0782	858-292-7432
Carollo Engineers	4167 Avenida De La Plata, Ste. 114	Oceanside	CA	92056	Bob	Vilker		858-505-1020	
Cornerstone Engineering, Inc.	620 Mission Avenue	Oceanside	CA	92054	Mike	Boraks		760-722-3495	760-722-3490
Infrastructure Engineering Corp.	301 Mission Avenue	Oceanside	CA	92054	Preston H.	Lewis	Principal-in-Charge	760-529-0795	760-529-0785
J.T. Kruer & Company	P.O. Box 232	Oceanside	CA	92049	Chuck	Knight	V.P. & Const. Mgr.	858-550-0044	858-550-0404
PBS&J	2303 Nicklaus Drive	Oceanside	CA	92056	Charles A.	Griffin, Jr.		760-753-1120	760-633-3978
Tetra Tech, Inc.	2141 El Camino Real, Ste. J	Oceanside	CA	92054	Howard	Arnold		760-754-0550	858-673-1610
Water 3 Engineering, Inc.	1843 Campesino Place	Oceanside	CA	92054	Don	Bunts		760-737-6195	760-737-6199
CH2M Hill	402 W. Broadway, Suite 1450	San Diego	CA	92101	Bob	Pruitt		619-687-0110	
Dokken Engineering	9665 Chesapeake Drive, Suite 435	San Diego	CA	92123	Chris	Johnson		858-514-8377	
Dudek & Associates, Inc.	605 Third Street	Encinitas	CA	92024	Patty	Post		760-942-5147	
Harris & Associates	750 B Street, Suite 1800	San Diego	CA	92101	Byron	Tobey, Jr.		619-236-1778	
Montgomery Watson	9444 Farnham, Suite 300	San Diego	CA	92123	Jeff	Thornbury	Marketing Director	858-751-1200	

CONSULTANT PROPOSAL - RATING FORM

NAME OF FIRM: A) Tetra Tech; B) Boyle/AECOM; C) IEC  
 PROJECT: Peacock Hills Service Area Pressure Regulating Station

DATE: 10/8/2008  
 PROJECT NO.: 712-85-7422

ITEM	POINTS	CONSULTANT'S RATING				
		A	B	C	D	E
<b>I. QUALIFICATIONS OF FIRM AND MEMBERS</b>						
A. Specialized expertise of members	15	14	13	14		
B. Adequacy of staff and resources.	15	14	14	14		
<b>II. PERFORMANCE OF WORK SIMILAR IN CHARACTER</b>						
A. Comparable work (local area preferred).	10	8	8	10		
B. Proposal submitted by Oceanside firm.	6	6	6	6		
C. Proposal included an Oceanside firm as part of a consulting team.	4	3	3			
D. Additional points based on abilities, qualifications, and commitment of Oceanside firm.	5	3	3	2		
<b>III. ABILITY TO PROVIDE SERVICES</b>						
A. Ability to complete job on time.	10	9	7	9		
<b>IV. QUALITY OF PROPOSAL</b>						
A. Satisfactorily address all objectives.	10	9	6	9		
B. Provide additional amplifying information.	5	3	1	4		
C. Presentation, clarity, neatness.	5	4	3	5		
<b>V. WORK PERFORMANCE FOR THE CITY</b>						
A. No work in past 12 months.	10		10			
B. Work in past 12 months - deductions based on Contract amount.		2		2		
<b>VI. PRICE</b>						
A. Overall cost.	10	9	7	8		
<b>TOTALS:</b>	<b>105</b>	<b>84</b>	<b>81</b>	<b>83</b>	<b>0</b>	<b>0</b>

RANKING:

- 1 Tetra Tech
- 2 Infrastructure Engineering Corporation (IEC)
- 3 Boyle/AECOM
- 4 \_\_\_\_\_
- 5 \_\_\_\_\_

RATED BY:

Name/Title: Gary Bodman, Water/Wastewater Project Manager  
 Name/Title: Jason Dafforn, Water/Wastewater Project Manager  
 Name/Title: \_\_\_\_\_  
 Name/Title: \_\_\_\_\_  
 Date: 10/8/2008

**PEACOCK HILLS SERVICE AREA PRESSURE REGULATING STATION  
(712-85-7422)**

**CITY OF OCEANSIDE**

**PROFESSIONAL SERVICES AGREEMENT**

**PROJECT: CONSTRUCTION MANAGEMENT, INSPECTION, AND OFFICE ENGINEERING SUPPORT SERVICES FOR PEACOCK HILLS SERVICE AREA PRESSURE REGULATING STATIONPROJECT (712-85-7422)**

THIS AGREEMENT, dated November 19, 2008 for identification purposes, and entered into by and between the CITY OF OCEANSIDE, a municipal corporation, hereinafter designated as "CITY", and TETRA TECH, hereinafter designated as "CONSULTANT."

**RECITALS**

- A.** CITY desires to obtain professional engineering services from an independent contractor for the above named project.
- B.** CONSULTANT has submitted a proposal to provide engineering services for the CITY in accordance with the terms set forth in this Agreement.
- C.** CITY desires to contract with CONSULTANT as an independent contractor and CONSULTANT desires to provide services to CITY as an independent contractor.
- D.** CONSULTANT has demonstrated its competence and professional qualifications necessary for the satisfactory performance of the services designated herein by virtue of its experience, training, education, and expertise.

**NOW THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:**

**1.0 SCOPE OF WORK.** CONSULTANT is to provide professional engineering construction management, inspection, and office engineering support services during the construction of the PEACOCK HILLS SERVICE AREA PRESSURE REGULATING STATION project as described in the CONSULTANT's proposal dated September 23, 2008 and Scope of Services with Fee Summary attached hereto as Exhibit A. The project and scope of work is more particularly described as follows:

**1.1 PROFESSIONAL SERVICES PROVIDED BY CONSULTANT.** The professional services to be performed by CONSULTANT shall consist of but not be limited to the following:

**1.1.1** Work closely with the Water Utilities Director in performing work in accordance with this Agreement in order to receive clarification as to the result, which the CITY expects to be accomplished by CONSULTANT. The Water Utilities Director, under the

**PEACOCK HILLS SERVICE AREA PRESSURE REGULATING STATION  
(712-85-7422)**

authority of the City Manager, shall be the CITY's authorized representative in the interpretation and enforcement of all work performed in connection with this Agreement. The Water Utilities Director may delegate authority in connection with this Agreement to the Water Utilities Director's designees. For the purposes of directing the CONSULTANT's performance in accordance with this Agreement, the Water Utilities Director delegates authority to Gary Bodman, Water/Wastewater Project Manager.

**1.1.2** In compliance with Government Code Section 7550, the CONSULTANT shall include a separate section in the proposal prepared pursuant to this Agreement, which contains a list of all the subcontractors and dollar amounts of all contracts and subcontracts required for the preparation of work described in this Agreement.

**1.1.3** Provide construction management and inspection services for the City during the construction period upon request by Water Utilities Director to include the services listed below:

- a) Provide consultation and advice to the City during construction of the project and to ensure that the project are constructed per the plans and specifications, and are constructed on time and under budget;
- b) Provide day-to-day monitoring and inspection of work (including all necessary special inspections);
- c) Provide all necessary survey control, geotechnical engineering and inspection, special inspection, and office engineering support services coordination required during construction;
- d) Preparation of daily reports, project reports, and notices;
- e) Attend meetings with the Water Utilities Director or his designees;
- f) Preparation of construction meeting agendas and meeting minutes;
- g) Receive, process, review, and comment on submittals, requests for information (RFI's), and proposed change orders (PCO's);
- h) Maintain submittal, RFI, correspondence, and change order logs;
- i) Review progress payments and prepare recommendation to City staff;
- j) Coordinating with the City's Water Utilities and Public Works Departments;
- k) Maintain a set of As-built drawings and submit them to the City at the end of the project.

**PEACOCK HILLS SERVICE AREA PRESSURE REGULATING STATION  
(712-85-7422)**

**1.2 SERVICES PROVIDED BY CITY.** The CITY shall perform the following services:

**1.2.1** Provide access to all public improvement plans and records and furnish one copy of drawings and reports requested.

**1.2.2** Obtain all necessary permits from other regulatory agencies and other Departments. CONSULTANT shall participate in the completion of such forms but CITY will submit these and pay for any applicable fees. CONSULTANT shall monitor and enforce the provisions of any such permits.

**1.2.3** Upon request, verify the location of existing CITY-owned utilities.

**1.2.4** Provide all legal advertising mailings and postings required.

**1.2.5** Duplicate all final plans and specifications.

**1.2.6** Provide overall project management.

**2.0 TIMING REQUIREMENTS**

**2.1** Time is of the essence in the performance of work under this Agreement and the following timing requirements shall be strictly adhered to unless otherwise modified in writing as set forth in Section 2.2. Failure by CONSULTANT to strictly adhere to these timing requirements may result in termination of this Agreement by the CITY, and the assessment of damages against the CONSULTANT for delays.

**2.2** CONSULTANT shall submit all requests for extensions of time for performance in writing to the Water Utilities Director no later than ten (10) calendar days after the start of the condition, which purportedly caused the delay, and not later than the date on which performance is due. The Water Utilities Director shall review all such requests and may grant reasonable time extensions for unforeseeable delays that are beyond CONSULTANT's control.

**2.3** For all time periods not specifically set forth herein, the CONSULTANT shall respond in the most expedient and appropriate manner under the circumstances, by either telephone, facsimile, hand delivery, or mail.

**3.0 DESIGN CRITERIA AND STANDARDS.** All work shall be performed in accordance with applicable CITY, State and Federal Codes and criteria. In the performance of its professional services, CONSULTANT shall use the degree of care and skill ordinarily exercised by CONSULTANT under similar conditions.

**4.0 INDEPENDENT CONTRACTOR.** CONSULTANT's relationship to the CITY shall be that of an independent contractor. CONSULTANT shall have no authority, express or

**PEACOCK HILLS SERVICE AREA PRESSURE REGULATING STATION  
(712-85-7422)**

implied, to act on behalf of the CITY as an agent, or to bind the CITY to any obligation whatsoever, unless specifically authorized in writing by the Water Utilities Director. The CONSULTANT shall not be authorized to communicate directly with, nor in any way direct the actions of, any bidder or the construction contractor for this project without the prior written authorization by the Water Utilities Director. CONSULTANT shall be solely responsible for the performance of any of its employees, agents, or subcontractors under this Agreement.

CONSULTANT shall report to the CITY any and all employees, agents, and consultants performing work in connection with this project, and all shall be subject to the approval of the CITY.

**5.0 CITY BUSINESS LICENSE.** Prior to the commencement of any work under this Agreement, the CONSULTANT shall obtain and present a copy of an Oceanside City Business License to the Water Utilities Director.

**6.0 WORKERS' COMPENSATION.** Pursuant to Labor Code Section 1861, the CONSULTANT hereby certifies that the CONSULTANT is aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and the CONSULTANT will comply with such provisions, and provide certification of such compliance as a part of these Award Documents. The certification shall be in accordance with Subsections 7.3 through 7.8 of this Agreement.

**7.0 LIABILITY INSURANCE.**

**7.1** CONSULTANT shall, throughout the duration of this Agreement maintain comprehensive general liability and property damage insurance, or commercial general liability insurance, covering all operations of CONSULTANT, its agents and employees, performed in connection with this Agreement including but not limited to premises and automobile.

**7.2.1** CONSULTANT shall maintain liability insurance in the following minimum limits:

Comprehensive General Liability Insurance  
(bodily injury and property damage)

Combined Single Limit Per Occurrence	\$1,000,000
General Aggregate	\$2,000,000*

Commercial General Liability Insurance  
(bodily injury and property damage)

General limit per occurrence	\$1,000,000
General limit project specific aggregate	\$2,000,000

**PEACOCK HILLS SERVICE AREA PRESSURE REGULATING STATION  
(712-85-7422)**

Automobile Liability Insurance

\$1,000,000

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

**7.2.2** If coverage is provided through a Commercial General Liability Insurance policy, a minimum of 50% of each of the aggregate limits shall remain available at all times. If over 50% of any aggregate limit has been paid or reserved, the CITY may require additional coverage to be purchased by the CONSULTANT to restore the required limits. The CONSULTANT shall also notify the CITY'S Project Manager promptly of all losses or claims over \$25,000 resulting from work performed under this contract, or any loss or claim against the CONSULTANT resulting from any of the CONSULTANT'S work.

**7.3** All insurance companies affording coverage to the CONSULTANT for the purposes of this Section shall add the City of Oceanside as "additional insured" under the designated insurance policy for all work performed under this agreement. Insurance coverage provided to the City as additional insured shall be primary insurance and other insurance maintained by the City of Oceanside, its officers, agents, and employees shall be excess only and not contributing with insurance provided pursuant to this Section.

**7.4** All insurance companies affording coverage to the CONSULTANT pursuant to this agreement shall be insurance organizations admitted by the Insurance Commissioner of the State of California to transact business of insurance in the state or be rated as A-X or higher by A.M. Best.

**7.5** All insurance companies affording coverage shall provide thirty (30) day written notice to the City of Oceanside should the policy be cancelled before the expiration date. For the purposes of this notice requirement, any material change in the policy prior to the expiration shall be considered a cancellation.

**7.6** CONSULTANT shall provide evidence of compliance with the insurance requirements listed above by providing a Certificate of Insurance, in a form satisfactory to the City Attorney, concurrently with the submittal of this Agreement.

**7.7** CONSULTANT shall provide a substitute Certificate of Insurance no later than thirty (30) days prior to the policy expiration date. Failure by the CONSULTANT to provide such a substitution and extend the policy expiration date shall be considered a default by CONSULTANT and may subject the CONSULTANT to a suspension or termination of work under the Agreement.

**7.8** Maintenance of insurance by the CONSULTANT as specified in this Agreement shall in no way be interpreted as relieving the CONSULTANT of any responsibility whatever and the CONSULTANT may carry, at its own expense, such additional insurance as it deems necessary.

**PEACOCK HILLS SERVICE AREA PRESSURE REGULATING STATION  
(712-85-7422)**

**8.0 PROFESSIONAL ERRORS AND OMISSIONS INSURANCE.** Throughout the duration of this Agreement and four (4) years thereafter, the CONSULTANT shall maintain professional errors and omissions insurance for work performed in connection with this Agreement in the minimum amount of One Million Dollars (\$1,000,000.00).

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

**9.0 CONSULTANT'S INDEMNIFICATION OF CITY.** CONSULTANT shall indemnify and hold harmless the CITY and its officers, agents and employees against all claims for damages to persons or property arising out of the negligent acts, errors, omissions or other wrongful acts of conduct of the CONSULTANT or its employees, agents, subcontractors, or others in connection with the execution of the work covered by this Agreement, except only for those claims arising from the sole negligence or sole willful conduct of the CITY, its officers, agents, or employees. CONSULTANT'S indemnification shall include any and all costs, expenses, attorneys' fees and liability incurred by the CITY, its officers, agents, or employees in defending against such claims, whether the same proceed to judgment or not. Further, CONSULTANT at its own expense shall, upon written request by the CITY, defend any such suit or action brought against the CITY, its officers, agents, or employees resulting or arising from the tortious acts or omissions of the CONSULTANT.

CONSULTANT's indemnification of CITY shall not be limited by any prior or subsequent declaration by the CONSULTANT.

**10.0 ERRORS AND OMISSIONS.** In the event that the Water Utilities Director determines that the CONSULTANT's negligence, errors, or omissions in the performance of work under this Agreement has resulted in expense to CITY greater than would have resulted if there were no such negligence, errors, or omissions in the plans or contract specifications, CONSULTANT shall reimburse CITY for the additional expenses incurred by the CITY including engineering, construction and/or restoration expense. Nothing herein is intended to limit CITY's rights under Sections 7, 8, or 9.

**11.0 NO CONFLICT OF INTEREST.** The CONSULTANT shall not be financially interested in any other CITY contract for this project. For the limited purposes of interpreting this section, the CONSULTANT shall be deemed a "city officer or employee", and this section shall be interpreted in accordance with Government Code Section 1090. In the event that the CONSULTANT becomes financially interested in any other CITY contract for this project, that other contract shall be void. The CONSULTANT shall indemnify and hold harmless the CITY, under Section 9 above, for any claims for damages resulting from the CONSULTANT's violation of this Section.

**12.0 OWNERSHIP OF DOCUMENTS.** All plans and specifications, including details, computations, and other documents, prepared or provided by the CONSULTANT under this Agreement shall be the property of the CITY. The CITY agrees to hold the

**PEACOCK HILLS SERVICE AREA PRESSURE REGULATING STATION  
(712-85-7422)**

CONSULTANT free and harmless from any claim arising from any use, other than the purpose intended, of the plans and specifications and all preliminary sketches, schematics, preliminary plans, architectural perspective renderings, working drawings, including details, computation, and other documents, prepared or provided by the CONSULTANT. CONSULTANT may retain a copy of all material produced under this Agreement for the purpose of documenting their participation in this project.

**13.0 COMPENSATION.**

**13.1** For work performed by CONSULTANT in accordance with this Agreement, CITY shall pay CONSULTANT in accordance with the schedule of billing rates set forth in Exhibit "A", attached hereto and incorporated herein by reference. No rate changes shall be made during the term of this Agreement without prior written approval of the Water Utilities Director. CONSULTANT's compensation for all work performed in accordance with this Agreement shall not exceed \$328,537.

No work shall be performed by CONSULTANT in excess of the total contract price without prior written approval of the Water Utilities Director. CONSULTANT shall obtain approval by the Water Utilities Director prior to performing any work which results in incidental expenses to CITY as set forth in Section 13.2.2.

**13.2** CONSULTANT shall maintain accounting records including the following information:

**13.2.1** Names and titles of employees or agents, types of work performed, and times and dates of all work performed in connection with this Agreement which is billed on an hourly basis.

**13.2.2** All incidental expenses including reproductions, computer printing, postage, mileage and subsistence.

**13.3** CONSULTANT's accounting records shall be made available to the Water Utilities Director, for verification of billings, within a reasonable time of the Water Utilities Director's request for inspection.

**13.4** CONSULTANT shall submit monthly invoices to CITY. CITY shall make partial payments to CONSULTANT not to exceed the total contract price within thirty (30) days of receipt of invoice, subject to the approval of the Water Utilities Director, and based upon the following partial payment schedule:

**13.4.1** Monthly during the course of construction.

**13.4.2** Final payment shall be made to CONSULTANT upon submittal of a copy of CONSULTANT's As-Built Drawings to the satisfaction of the Water Utilities Director.

**PEACOCK HILLS SERVICE AREA PRESSURE REGULATING STATION  
(712-85-7422)**

**14.0 TERMINATION OF AGREEMENT.** Either party may terminate this Agreement upon ten (10) days written notice to the other party.

If any portion of the work is terminated or abandoned by the CITY, then the CITY shall pay CONSULTANT for any work completed up to and including the date of termination or abandonment of this Agreement, in accordance with Section 13. The CITY shall be required to compensate CONSULTANT only for work performed in accordance with the Agreement up to and including the date of termination.

**15.0 ASSIGNMENT AND DELEGATION.** This Agreement and any portion thereof shall not be assigned or transferred, nor shall any of the CONSULTANT's duties be delegated, without the express written consent of the CITY. Any attempt to assign or delegate this Agreement without the express written consent of the CITY shall be void and of no force or effect. A consent by the CITY to one assignment shall not be deemed to be a consent to any subsequent assignment.

This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

**16.0 ENTIRE AGREEMENT.** This Agreement comprises the entire integrated understanding between CITY and CONSULTANT concerning the work to be performed for this project and supersedes all prior negotiations, representations, or agreements.

**17.0 INTERPRETATION OF THE AGREEMENT.** The interpretation, validity and enforcement of the Agreement shall be governed by and construed under the laws of the State of California. The Agreement does not limit any other rights or remedies available to CITY.

The CONSULTANT shall be responsible for complying with all Local, State, and Federal laws whether or not said laws are expressly stated or referred to herein.

Should any provision herein be found or deemed to be invalid, the Agreement shall be construed as not containing such provision, and all other provisions which are otherwise lawful shall remain in full force and effect, and to this end the provisions of this Agreement are severable.

**18.0 AGREEMENT MODIFICATION.** This Agreement may not be modified orally or in any manner other than by an Agreement in writing signed by the parties hereto.

**PEACOCK HILLS SERVICE AREA PRESSURE REGULATING STATION  
(712-85-7422)**

**19.0 DISPUTE RESOLUTION.** (a) Any controversy or claim arising out of or relating to this AGREEMENT, or concerning the breach or interpretation thereof, shall be first submitted to mediation, the cost of which shall be borne equally by the parties. (b) No suit shall be brought on this contract unless all statutory claims filing requirements have been met.

**20.0 NOTICES.** All notices, demands, requests, consents or other communications which this Agreement contemplates or authorizes, or requires or permits either party to give to the other, shall be in writing and shall be personally delivered or mailed to the respective party as follows:

**TO CITY:**

Lonnie Thibodeaux, Director  
City of Oceanside Water Utilities Dept.  
300 N. Coast Highway  
Oceanside, CA 92054

**TO CONSULTANT:**

Howard Arnold, Div. V.P.  
TETRA TECH, INC.  
2141 El Camino Real, Suite J  
Oceanside, CA 92049

Either party may change its address by notice to the other party as provided herein.

Communications shall be deemed to have been given and received on the first to occur of (i) actual receipt at the offices of the party to whom the communication is to be sent, as designated above, or (ii) three (3) working days following the deposit in the United States Mail of registered or certified mail, postage prepaid, return receipt requested, addressed to the offices of the party to whom the communication is to be sent, as designated above.

**PEACOCK HILLS SERVICE AREA PRESSURE REGULATING STATION  
(712-85-7422)**

**21.0 SIGNATURES.** The individuals executing this Agreement represent and warrant that they have the right, power, legal capacity and authority to enter into and to execute this Agreement on behalf of the respective legal entities of the CONSULTANT and the CITY.

IN WITNESS WHEREOF the parties hereto for themselves, their heirs, executors, administrators, successors, and assigns do hereby agree to the full performance of the covenants herein contained and have caused this Professional Services Agreement to be executed by setting hereunto their signatures this 19<sup>th</sup> day of November, 2008.

**PROJECT: CONSTRUCTION MANAGEMENT, INSPECTION, AND OFFICE  
ENGINEERING SUPPORT SERVICES FOR PEACOCK HILLS SERVICE  
AREA PRESSURE REGULATING STATIONPROJECT (712-85-7422)**

TETRA TECH, INC.

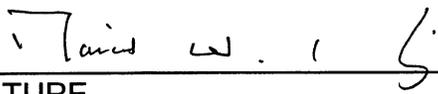
CITY OF OCEANSIDE

BY:   
SIGNATURE

BY: \_\_\_\_\_  
Peter A. Weiss, City Manager

Sam W. Box, Vice President  
NAME/TITLE Corporation

APPROVED AS TO FORM:

BY:   
SIGNATURE

  
City Attorney

David W. King, Chief Financial Officer  
NAME/TITLE Corporation

95-4148514  
FEDERAL EMPLOYER I.D. NO.

**NOTARY ACKNOWLEDGMENTS OF CONSULTANT MUST BE ATTACHED.**

# CALIFORNIA JURAT WITH AFFIANT STATEMENT

- See Attached Document (Notary to cross out lines 1-6 below)  
 See Statement Below (Lines 1-5 to be completed only by document signer[s], not Notary)

1 \_\_\_\_\_  
2 \_\_\_\_\_  
3 \_\_\_\_\_  
4 \_\_\_\_\_  
5 \_\_\_\_\_  
6 \_\_\_\_\_

Signature of Document Signer No. 1 \_\_\_\_\_ Signature of Document Signer No. 2 (if any) \_\_\_\_\_

State of California

County of LOS ANGELES

Subscribed and sworn to (or affirmed) before me on this

22<sup>nd</sup> day of OCTOBER, 2008, by  
Date Month Year

(1) SAM BOX,  
Name of Signer

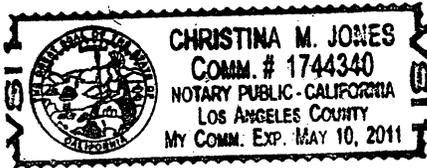
proved to me on the basis of satisfactory evidence to be the person who appeared before me (X) (,)

(and

(2) DAVID KING,  
Name of Signer

proved to me on the basis of satisfactory evidence to be the person who appeared before me.)

Signature Christina M. Jones  
Signature of Notary Public



Place Notary Seal Above

## OPTIONAL

*Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.*

### Further Description of Any Attached Document

Title or Type of Document: \_\_\_\_\_

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

**RIGHT THUMBPRINT OF SIGNER #1**  
Top of thumb here

**RIGHT THUMBPRINT OF SIGNER #2**  
Top of thumb here



**TETRA TECH**

**EXHIBIT "A"**

September 23, 2008

Mr. Greg Blakely  
Water Utilities Administrative Manager  
City of Oceanside  
300 North Coast Highway  
Oceanside, CA 92054

**Reference: Proposal to Provide Construction Management, Inspection and Office  
Engineering Support Services for the Peacock Hills Service Area Regulating  
Station [712-85-7422]**

Dear Mr. Blakely:

Tetra Tech, Inc. sincerely appreciates the opportunity to submit our proposal to provide construction management, inspection and office engineering support services for the Peacock Hills Service Area Regulating Station. Construction management, inspection and engineering support services has long been one of our core business units. For nearly 50 years, we have provided continuous service in this area for many agencies throughout southern California.

We believe a significant indicator of our performance is our repeat business. A vast majority of our work comes from repeat clients – like the City of Oceanside. We value our strong working relationships, and work hard to continue to prove ourselves as your preferred provider of consulting services.

### **PROJECT TEAM**

The Construction Management and Engineering Support Team is a key link to a successful project. By having Tetra Tech serve the City as a single source of responsibility, the construction management, observation and engineering support activities will be well coordinated and proceed expeditiously. We will work as an extension of your staff to provide an experienced, qualified and responsive team effort.

Tetra Tech offers the City an outstanding track record of executing multi-task assignments of the size, scope, and complexity similar to those anticipated by this procurement. Our professional staff has related experience and was selected for their technical background and experience meeting the expectations and performance goals of our clients.

### **Project Organization**

The organization and management of Tetra Tech's Construction Management and Engineering Support Team will ensure a clear chain of command and accountability of each team member. Personnel available for assignment to this project are on staff, immediately available and committed to fulfilling their respective assignments for the full term of the project.

In addition to the listed personnel, Tetra Tech has a "deep bench" of construction management specialists assigned to other Tetra Tech offices throughout California that are readily available to



## TETRA TECH

Mr. Greg Blakely  
September 23, 2008  
RE: Peacock Hills Service Area Regulating Station [712-85-7422]  
Page 2

augment the efforts of the dedicated team introduced herein. Thus, we have ample resources available to respond to additional needs of the City, if required.

Qualified staff will manage your construction project, as well as resolve potential issues or conflicts to the satisfaction of the City. Our goal is to provide the necessary expertise and resources to deliver this project on time, within budget and in compliance with the design and construction standards set by you and involved approval agencies.

### **Construction Manager**

As Construction Manager, **Brad Nguyen, P.E., P.L.S.**, will provide project direction, coordination, and technical oversight as well as interface directly with City staff. He will be the focal point for communications between the City and members of our Construction Management and Engineering Support Team to ensure project needs are clearly understood.

As Construction Manager, Mr. Nguyen will be responsible for achieving the City's stated goals, assessing viable alternatives considered, and ensuring compliance with project intent and satisfaction of the City.

Mr. Nguyen's managerial experience and technical expertise is demonstrated by his role as Project Manager/Construction Manager for the following assignments:

City of Solana Beach – Project Manager and Construction Manager for the construction of San Elijo Inverted Sewer Siphon and Flow Control Facility.

City of San Diego – Project Manager and Construction Support Manager for the construction of Sewer Pump Station 18 & 19.

Vallecitos Water District – Project Manager for Construction Management and Inspection Services for Deer Springs Pump Station, Twin Oaks Flow Control Facility and Regulating Station and South Lake Pump Station.

City of Lemon Grove – Project Manager and Construction Support Manager for the construction of a Central Avenue Sewer Lift Station.

Construction management and engineering support activities included daily field reports of all construction activities and materials deliveries, review of shop drawings for compliance with design parameters, response to RFIs/RFCs, review of contractor change order requests, design assistance during construction, and attendance at project meetings throughout the duration of each contract.

### **Project Director**

As Project Director, **Howard Arnold, P.E.**, will be responsible for ensuring that all necessary resources are available to meet the requirements of this assignment and expectations of the City. As Project Director, he will also advise members of the Construction Management and Engineering Support Team and meet with City representatives at key project milestones, if applicable. As a Tetra Tech Divisional Vice President, Mr. Arnold will serve as our authorized agent throughout the contract period.



## TETRA TECH

Mr. Greg Blakely  
September 23, 2008  
RE: Peacock Hills Service Area Regulating Station [712-85-7422]  
Page 3

During his 26 years of experience, Mr. Arnold has provided project management and engineering on numerous planning, design and construction projects, including wastewater conveyance, pumping, and treatment facilities. His professional expertise includes proven success in interfacing with regulatory agencies, as well as consensus building between regulatory agencies and project stakeholders. Mr. Arnold served as Project Director for the City of Pleasanton's Vineyard Hills Reservoir project and the Santos Ranch Road Pump Station and Water Facilities design project.

### Construction Observer/Inspector

**Bob Martinez** will serve the City as Tetra Tech's assigned on-site Construction Observer/Inspector. His assignment will ensure adequate, continuous, and uninterrupted construction observation services on behalf of the City.

Mr. Martinez's responsibilities will involve a side-by-side working relationship with Mr. Nguyen and the City's representative(s). This positive alliance will enable our team to balance performance requirements with the needs of this construction observation assignment. This relationship will remain throughout the duration of the project.

Mr. Martinez will review the contractor's work schedule for compliance with the construction contract and ensure that potential issues are resolved prior to proceeding with subsequent phases of construction. He will direct daily operations and have ultimate responsibility for establishing and tracking project schedules and budgets.

As Construction Observer, Mr. Martinez will also be responsible for the daily observation of the contractor's work force, summary reports, of daily activities, quantity verifications, plan and specification compliance reviews, responses to RFIs, shop drawings and progress payment revisions, and recommendations on contractor change order requests.

Mr. Martinez has over 10 years of inspection experience, which projects includes pipelines, reinforced concrete structures, and pump stations.

### Office Engineering Support Team

The office engineering support team made up of senior level experienced members. For civil/mechanical, electrical and structural engineering, we have **James Ashcraft, P.E.**, **Michael Molinari, P.E.**, and **Dale Wah, P.E., S.E.** respectively. As Construction Manager, Mr. Nguyen will be responsible for coordinating their technical background as required to review RFI's and Submittals, as well as during the start-up and witness testing. In addition we have included a senior level construction manager, Giovanni Guccione to provide assistance to review construction schedules and sequencing for feasibility.

### Specialty Sub-Consultants

**Right-of-Way Engineering Services, Inc.** will be providing the construction survey services. Right-of-Way Engineering is an Oceanside firm.



## TETRA TECH

Mr. Greg Blakely  
September 23, 2008  
RE: Peacock Hills Service Area Regulating Station [712-85-7422]  
Page 4

*Southern California Soil & Testing, Inc.* will be providing the geotechnical, material testing and special inspection services.

### **PROJECT UNDERSTANDING**

#### **Background**

The City of Oceanside owns and operates the Peacock Hills Service Area Pressure Regulating Station that is located in a vault on the East side of the City's Guajome Reservoir site at 1398 Temple Heights Drive. This station was constructed in 1978 and houses the City's No. 2 and No. 3 Aqueducts. The purpose of the station is to reduce pressure in the aqueducts prior to discharging into the two 5 MG Guajome Reservoirs and to maintain minimum pressure to Peacock Hills Service Area.

The existing station is undersized, inadequately ventilated, poorly lit, and has no facilities such as stairs, landings, or lifting devices to facilitate proper maintenance. The facility needs to be expanded and upgraded to current regulations. Furthermore, the steel pipes that are inside and outside of the station have extensive metal surface loss and pitting and need to be replaced.

#### **Project Description**

The project consists of installing a new pressure regulating station facility. The work generally includes constructing an aboveground concrete masonry unit building on a below ground reinforced concrete slab and wall structure to house pipe lines, telemetry (SCADA) equipment, electrical and instrumentation equipment, CLA-VAL regulating valves, butterfly and resilient wedge gate valve, air and vacuum valves, manual air release valves, bridge and jib cranes, and other appurtenances. The pipeline work includes installation of CML&C steel pipe and fabricated steel fittings, chlorination, dechlorination, hydrostatic testing, and connections to the existing City of Oceanside facilities.

The work also includes upgrading the existing pressure regulating vault and converting it into a meter vault facility. Magnetic flow meters, butterfly valves, electrical upgrades, air and vacuum valves, roof and wall retrofits, and pipeline and appurtenances removal and replacement. Other items of work include by-pass piping and appurtenances, grading, trench and structure excavation and backfill, site improvements, excavation safety measures, furnishing an Agency construction trailer facility, and coordination with utility companies for locating, relocating, and protecting their facilities.

The project was designed by Daniel Boyle Engineering (DBE Psomas) and the engineer's estimate is \$1,308,000. Staff estimates that the complete work of the Peacock Hills Service Area Regulating Station including submittals, construction, punch list item completion, and submission of as-built drawings will take 420 calendar days from the Notice to Proceed to Project Completion.

#### **Scope of Work and Project Information**

Tetra Tech's duties as the City's construction manager will be to ensure that the projects are constructed per the plans and specifications, and are constructed on time and under budget. The duties of the construction management and engineering support team shall also include, but not be limited to, the following:



## TETRA TECH

Mr. Greg Blakely  
September 23, 2008  
RE: Peacock Hills Service Area Regulating Station [712-85-7422]  
Page 5

### TASK 1 – PROJECT MEETINGS- /REPORTING

**Weekly Progress Meetings** – The construction manager is to meet once a week, at a minimum, with the City's representative to go over weekly construction progress, anticipated work schedules and potential problems. Prepare construction meeting agendas and meeting minutes;

**Monthly Progress Meetings** – Written reports concerning the progress of each phase of the project, the status of any change order, a brief summary of any potential problems (small or large) with a proposed course of action, updated copies of all logs and progress payment summaries are to be submitted to and reviewed with the City's representative at least once a month.

### TASK 2 – CONSTRUCTION AND ENGINEERING SUPPORT SERVICES

**Coordination with City Departments and Utility Agencies** – Coordinate with the City's Water Utilities and Public Works Departments as well as with the affected Utility Agencies. Early coordination with SDG&E will be important for the timely relocation of the existing power poles.

**Coordinate and Review Submittals, RFIs and PCOs** – Coordinate with the Tetra Tech office engineering support engineers who will provide review of 40 submittals and 15 requests for information (RFI's); Maintain submittal, RFI, correspondence, and change order logs; Review of 5 proposed change orders (PCO's) and make recommendations to City staff; Review progress payments and prepare recommendation to City staff. Provide start-up testing and witness testing for electrical and control systems; and completing minor design revisions.

**Full-Time Inspection** – Day-to-day monitoring and inspection of the work (including all necessary special inspections); Prepare daily reports; and maintain a separate set of As-Built drawings.

**Record Drawings** – Tetra Tech will prepare the record drawings based upon the mark-up provided by our inspector and the contractor. The Record Drawings will be prepared on the existing mylar sheets or a new mylar sheet (label as a R sheet to be included with the original) if the AutoCAD files are provided by the City.

**Surveying** – Our sub-consultant Right-of-Way Engineering Services, Inc. will be providing the construction survey services. Their office is located in the City of Oceanside, so they will be able to mobilize quickly. We anticipate that Right-of-Way's scope of survey work on this project will consist of the following:

- Recover project horizontal and vertical control using City of Oceanside benchmark and local control;
- Layout 24" domestic water Aqueduct 2 & 3 and connection points, 24" and 6" bypass lines, 12" building drain line and flat valve vault;
- Layout new PRV building and sidewalk rough grade and finish grade;



## TETRA TECH

Mr. Greg Blakely  
September 23, 2008  
RE: Peacock Hills Service Area Regulating Station [712-85-7422]  
Page 6

- Stakes will be offsets, placed on 25' intervals, at all grade breaks, angle points, points of curve and appurtenances.

**Geotechnical** – Our sub-consultant Southern California Soil & Testing, Inc. will be providing the geotechnical, material testing and special inspection services. We anticipate that SCS&T's scope of geotechnical and Special Inspection work on this project will consist of the following:

- Project Engineer participation in a pre-construction meeting;
- Providing field personnel to conduct observations and tests during excavation for the new structure, sub-grade preparation beneath the slab-on-grade floor and excavation for on-site utility trenches;
- Providing laboratory testing of soils used in fill, sub-grade, and backfill, to include maximum density/optimum moisture, expansion tests, and particle size analysis, as requested;
- Observing excavations for building and retaining wall foundations;
- Observing placement and compaction of backfill for the retaining walls and utility trenches and performing tests to evaluate the degree of compaction achieved;
- Inspecting reinforcing steel placement;
- Inspecting masonry walls before and during grouting operations;
- Preparing masonry grout and mortar prisms for compressive testing;
- Inspecting concrete during placement;
- Preparing concrete cylinder samples and testing concrete for compressive strength, slump, air entrainment and admixtures;
- Inspecting post-installed anchors during installation;
- Inspecting field welding and performing ultrasonic tests, as requested;
- Providing daily reports for geotechnical and materials inspection and testing activities as well as for concrete sampling and testing;
- Preparation of final reports summarizing results of the tests and observations.

Tetra Tech made the following assumptions:

- The City will provide overall project management of the project. Tetra Tech's construction manager will report to and take direction from the Water Utilities Department. The Department may assign other duties, not defined above, that are related to these projects.
- The construction manager and inspector(s) will have on-site facilities available for their use at project.



## TETRA TECH

Mr. Greg Blakely  
September 23, 2008  
RE: Peacock Hills Service Area Regulating Station [712-85-7422]  
Page 7

### PROJECT BUDGET

Tetra Tech will bill our services on a time and materials basis not to exceed the total amount without City approval. An estimated total budget, with a breakdown of fees and staff hours is attached. For estimating purposes, Tetra Tech has assumed that the project will take 15 months to complete from Notice to Proceed to Project Completion, and a certain number of RFI's, PCO's, Submittals and Meetings.

*Tetra Tech has assumed that one-half time inspection will be required for the first three months of the project (submittals, mark-out and potholing), full-time inspection will be required for the next ten months (construction), and part-time inspection will be required for project (punch list and as-builts) duration of 2 months.*

Upon reviewing our proposal, and verifying our high level of quality services provided on similar assignments, please do not hesitate to contact me should you have any questions or desire any additional information. We look forward to your positive response to our proposal and providing construction management, inspection and engineering support services to the City of Oceanside.

Sincerely,

C. Howard Arnold, P.E.  
Divisional Vice President

Attachments

