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DATE: April 15, 2009

TO: Honorable Mayor and Councilmembers

FROM: Water Utilities Department

SUBJECT: **APPROVAL OF A PROFESSIONAL SERVICES AGREEMENT WITH INFRASTRUCTURE ENGINEERING CORPORATION OF OCEANSIDE IN THE AMOUNT OF \$266,800 FOR THE PREPARATIONS OF PLANS AND SPECIFICATIONS FOR THE CONSTRUCTION OF THE MYERS/TAIT STREET SEWER LINE REPLACEMENT PROJECT**

**SYNOPSIS**

Staff and the Utilities Commission recommend that the City Council approve a professional services agreement in an amount not to exceed \$266,800 with Infrastructure Engineering Corporation, of Oceanside for the design of the Myers/Tait Street Sewer Line Replacement project; and authorize the City Manager to execute the agreement.

**BACKGROUND**

The City of Oceanside has trunk sewer lines in the La Salina Service Area that are surcharging and need to be replaced with larger diameter pipe. The existing lines are approximately 34 to 82 years old and range in size from 16-inch to 18-inch in diameter. These existing lines need to be increased in size to handle current flows and to accommodate the projected increased flows from future downtown development.

**ANALYSIS**

All of the lines shown on the attached map (Exhibit A Figure 5.9) have been identified in the City of Oceanside June 2006 Integrated Water Utilities Master Plan, Wastewater Master Plan, as having the highest priority for replacement due to the surcharging condition that currently exists. Observations in the field have also confirmed the surcharging condition. To eliminate the current surcharging problem and to accommodate future growth, the lines need to be increased in size. The total length of lines that require replacement is approximately 6,344 linear feet.

On December 31, 2009, a Request for Proposal (RFP) was sent to thirteen consultant engineering firms, including the seven Oceanside firms, to prepare the Myers/Tait Street Sewer Line Replacement project design and specifications (Exhibit B).

On February 4, 2009, the Water Utilities Department received proposals from five consulting firms. In accordance with the City's procedure, a panel was selected to evaluate the proposals (Exhibit C). The panel unanimously recommended that INFRASTRUCTURE ENGINEERING CORPORATION as the best qualified firm to provide the engineering design services (Exhibit D).

### **FISCAL IMPACT**

The Myers/Tait Street Sewer Line Replacement project fund (726.868315) has an available balance of \$393,045. Therefore, budgeted funds are available.

### **COMMISSION OR COMMITTEE REPORT**

The Utilities Commission will review staff's recommendation at its regularly scheduled meeting on March 17, 2009.

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

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

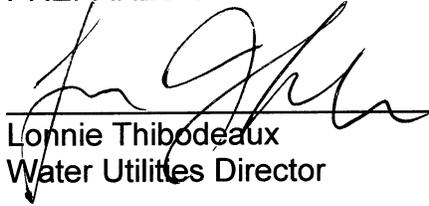
### **INSURANCE REQUIREMENTS**

The City's standard insurance requirements will be met.

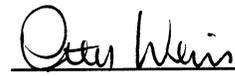
**RECOMMENDATION**

Staff and the Utilities Commission recommend that the City Council approve a professional services agreement in an amount not to exceed \$266,800 with Infrastructure Engineering Corporation, of Oceanside for the design of the Myers/Tait Street Sewer Line Replacement project; and authorize the City Manager to execute the agreement.

PREPARED BY:

  
\_\_\_\_\_  
Lonnie Thibodeaux  
Water Utilities Director

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

  
\_\_\_\_\_  
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- Exhibit A – Map Figure 5.9
- Exhibit B – RFP Mailing List
- Exhibit C – Consultant Rating Form
- Exhibit D – PSA



Myers-Tait Street Sewer Line Replacement - 726-86-8315  
Design Consultant RFP Mailing List

Company	Address	City	State	Zip	First Name	Last Name	Title	Phone	Fax
RBF Consulting	9755 Clairemont Mesa Blvd., Suite 100	San Diego	CA	92124	John	Harris		858-614-5025	
MWH Americas, Inc.	9444 Farnham, Suite 300	San Diego	CA	92123	Jeff	Thornbury		858-751-1200	
Harris & Associates	750 B Street, Suite 1800	San Diego	CA	92101	Byron	Tobey, Jr.	Marketing Director	619-236-1778	
Dokken Engineering	5675 Ruffin Road, Suite 250	San Diego	CA	92123	Chris	Johnson		858-514-8377	
Dudek & Associates, Inc.	605 Third Street	Encinitas	CA	92024	Patty	Post		760-942-5147	
Psomas	4455 Murphy Canyon Rd., Suite 200	San Diego	CA	92123	Curtis	Edwards		858-243-0533	760-529-0785
Infrastructure Engineering Corporation	301 Mission Avenue, Suite 202	Oceanside	CA	92054	Preston	Lewis		760-529-0795	
Cornerstone Engineering, Inc.	620 Mission Avenue	Oceanside	CA	92054	Mike	Boraks		760-722-3495	
PBS&J	2303 Nicklaus Drive	Oceanside	CA	92056	Skip	Griffin		760-737-6195	
Water 3 Engineering, Inc.	1843 Campesino Pl	Oceanside	CA	92054	Don	Burts			
Carollo Engineers	4167 Avenida De La Plata, Suite 114	Oceanside	CA	92056	Bob	Vilker		760-754-0550	
Tetra Tech ASL, Inc.	2141 El Camino Real, Suite J	Oceanside	CA	92054	Howard/Steve	Arnold/Tedesco		760-845-8820	858-292-7432
Boyle/AECOM	4059 Oceanside Blvd., Suite M	Oceanside	CA	92056	Dave	Arthurs			

**CONSULTANT PROPOSAL - RATING FORM**

**EXHIBIT C**

NAME OF FIRM: A) RBF; B) Psomas; C) Tetra Tech; D) IEC; E) Harris & Assoc.

DATE: 3/2/2009

PROJECT: Myers/Tait Street Sewer Line Replacement

PROJECT NO.: 726-86-8315

ITEM	POINTS	CONSULTANT'S RATING				
		A	B	C	D	E
<b>I. QUALIFICATIONS OF FIRM AND MEMBERS.</b>						
A. Specialized expertise of members	15	13	13	13	14	13
B. Adequacy of staff and resources.	15	13	13	11	13	13
<b>II. PERFORMANCE OF WORK SIMILAR IN CHARACTER.</b>						
A. Comparable work (local area preferred).	10	8	9	7	8	8
B. Proposal submitted by Oceanside firm.	6	0	0	6	6	0
C. Proposal included an Oceanside firm as part of a consulting team.	4	4	4	4	4	4
D. Additional points based on abilities, qualifications, and commitment of Oceanside firm.	5	0	0	5	5	0
<b>III. ABILITY TO PROVIDE SERVICES.</b>						
A. Ability to complete job on time.	10	9	9	8	10	10
<b>IV. QUALITY OF PROPOSAL.</b>						
A. Satisfactorily address all objectives.	10	9	9	7	9	9
B. Provide additional amplifying information.	5	2	5	3	4	5
C. Presentation, clarity, neatness.	5	5	5	4	4	4
<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	2	2
<b>VI. PRICE</b>						
A. Overall cost.	10	6	9	7	9	5
<b>TOTALS:</b>	<b>105</b>	<b>71</b>	<b>86</b>	<b>77</b>	<b>88</b>	<b>73</b>

**RANKING:**

- 1 IEC
- 2 Psomas
- 3 Tetra Tech
- 4 Harris & Assoc.
- 5 RBF

**RATED BY:**

- Name/Title: Gary Bodman, Water/Wastewater Project Manager
- Name/Title: Jason Dafforn, Water/Wastewater Project Manager
- Name/Title: Sabrina Dolezal, Assistant Engineer
- Date: 3/2/2009

**MYERS/TAIT STREET SEWER LINE REPLACEMENT  
(726-86-8315)**

**CITY OF OCEANSIDE**

**PROFESSIONAL SERVICES AGREEMENT**

THIS AGREEMENT, dated March 6, 2009 for identification purposes, is made and entered into by and between the CITY OF OCEANSIDE, a municipal corporation, hereinafter designated as "CITY", and INFRASTRUCTURE ENGINEERING CORPORATION, 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 desires to provide professional engineering services for the preparation of plans and specifications for the construction of MYERS/TAIT STREET SEWER LINE REPLACEMENT (726-86-8315) as described in the CONSULTANT'S Proposal dated February 4, 2009 attached hereto as Exhibit A. The project 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 City Engineer in performing work in accordance with this Agreement in order to receive clarification as to the result which the CITY expects

**MYERS/TAIT STREET SEWER LINE REPLACEMENT  
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1.2.8 Provide coordination of all inquiries from prospective bidders during the bidding period.

**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 2.6. 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 Phase I. CONSULTANT shall prepare and deliver a copy of the Preliminary Design Report to the City Engineer within 45 calendar days of the execution of this Agreement. No work shall be performed by CONSULTANT beyond the Phase I stage until the City engineer has given written approval of the preliminary design and authorization to perform Phase II.

2.3 Phase II. CONSULTANT shall prepare and deliver a copy of the 50% design plans to the City Engineer within 30 calendar days of the written authorization to perform Phase II. No work shall be performed by CONSULTANT beyond the Phase II stage until the City Engineer has given authorization to perform Phase III.

2.4 Phase III. CONSULTANT shall prepare and deliver a copy of the 70% design plans to the City Engineer within 30 calendar days of the written authorization to perform Phase III. No work shall be performed by CONSULTANT beyond the Phase III stage until the City Engineer has given authorization to perform Phase IV.

2.5 Phase IV. CONSULTANT shall prepare and deliver a copy of the 90% design plans to the City Engineer within 30 calendar days of the written authorization to perform Phase IV. No work shall be performed by CONSULTANT beyond the Phase IV stage until the City Engineer has given authorization to perform Phase V.

2.6 Phase V. CONSULTANT shall prepare and deliver a copy of the 100% design plans to the City Engineer within 30 calendar days of the written authorization to perform Phase V. No work shall be performed by CONSULTANT beyond the Phase V stage until the City Engineer has given authorization to perform Phase VI.

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- 2.7 Phase VI. CONSULTANT shall prepare and deliver the final design plans to the City Engineer within 15 calendar days of the City Engineer's written authorization to perform Phase VI.
- 2.8 Phase VII. CONSULTANT shall prepare and deliver the final As-Built plans for record drawings to the City Engineer within thirty (30) calendar days of the City Engineer's written request.
- 2.9 CONSULTANT shall submit all requests for extensions of time for performance in writing to the City engineer 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 City Engineer shall review all such requests and may grant reasonable time extensions for unforeseeable delays which are beyond CONSULTANT'S control.
- 2.10 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, fax, 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 consultants under similar conditions.

All plans shall be ink drawn on standard mylar sheets available from the CITY at no cost to CONSULTANT. Contract specifications shall conform to the CITY'S specification procedures and the format of the CITY'S standard form Contract Documents for Public Works Construction.

- 4.0 **INDEPENDENT CONTRACTOR.** CONSULTANT'S relationship to the CITY shall be that of an independent contractor. CONSULTANT shall have no authority, express or 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 City Engineer. 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 City Engineer. CONSULTANT shall be sole responsible for the performance of any of its employees, agents or subcontractors under this agreement.

**MYERS/TAIT STREET SEWER LINE REPLACEMENT  
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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 City Engineer.

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	\$ 2,000,000

**MYERS/TAIT STREET SEWER LINE REPLACEMENT  
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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 an additional insured shall be primary insurance and other insurance maintained by the CITY, 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 authorized 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) days written notice to the CITY 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 and applicable endorsements, 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

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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 whatsoever and the CONSULTANT may carry, at its own expense, such additional insurance as it deems necessary.

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).

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 CONSULTANT'S work, including the negligent acts, errors or omissions or wrongful acts or conduct of the CONSULTANT, or its employees, agents, subcontractors, or others in connection with the execution of the work covered by this Agreement, except for those claims arising from the willful misconduct, sole negligence or active negligence of the CITY, its officers, agents, or employees. CONSULTANT'S indemnification shall include any and all costs, expenses, attorneys' fees, expert fees and liability assessed against or incurred by the CITY, its officers, agents, or employees in defending against such claims or lawsuits, 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 founded upon, resulting or arising from the conduct, 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 City Engineer determines that the CONSULTANT'S negligence, misconduct, 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

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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 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 City Engineer. CONSULTANT'S compensation for all work performed in accordance with this Agreement shall not exceed the total contract price of \$ 266,800.

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

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- 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 City Engineer for verification of billings, within a reasonable time of the City Engineer'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 City engineer, and based upon the following partial payment schedule:
- 13.4.1 Prior to submittal of the Preliminary Design Report, partial payment shall not exceed \$94,860.
- 13.4.2 Prior to submittal of the 50% preliminary design plans, partial payments shall not exceed \$155,330.
- 13.4.3 Prior to submittal of the 70% preliminary design plans, partial payments shall not exceed \$201,980.
- 13.4.4 Prior to submittal of the 90% preliminary design plans, partial payments shall not exceed \$ 219,930.
- 13.4.5 Prior to submittal of the 100% preliminary design plans, partial payments shall not exceed \$237,880.
- 13.4.6 Prior to CITY approval of the plans and specifications, partial payments shall not exceed \$253,760.
- 13.4.7 Final payment shall be made to CONSULTANT upon CONSULTANT's preparation of As-Built plans for record drawings to the satisfaction of the City Engineer.

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- 14.0 **TERMINATION OF AGREEMENT.** Either party may terminate this Agreement by providing thirty (30) 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.

**MYERS/TAIT STREET SEWER LINE REPLACEMENT  
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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.

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. **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:**

City of Oceanside  
Lonnie Thibodeaux,  
Water Utilities Director  
300 North Coast Highway  
Oceanside, CA 92054

**TO CONSULTANT:**

Infrastructure Engineering Corporation  
Preston H. Lewis, President  
301 Mission Ave., Suite 202  
Oceanside, CA 92054

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:

- a. Actual receipt at the offices of the party to whom the communication is to be sent, as designated above, or
- b. 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.

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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 on the dates indicated below:

Infrastructure Engineering Corporation

CITY OF OCEANSIDE

By: *Tristan Leri, PRESIDENT*  
Name/Title

By: \_\_\_\_\_  
City Manager

Date: *MARCH 5, 2009*

Date: \_\_\_\_\_

By: *[Signature], Executive Vice President*  
Name/Title

Date: *March 6, 2009*

APPROVED AS TO FORM:

*01-0617154*  
Employer ID No.

*Brian Hamilton, ASST.*  
City Attorney

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

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

State of California

County of SAN DIEGO }

On MARCH 6, 2009 before me, NANCY M. CARLISLE NOTARY PUBLIC  
Date Here Insert Name and Title of the Officer

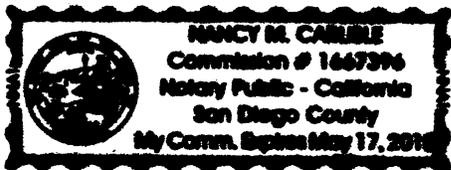
personally appeared PRESTON H. LEWIS  
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Nancy M. Carlisle  
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.*

**Description of Attached Document**

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

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

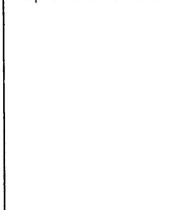
Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_

- Individual
- Corporate Officer — Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_

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



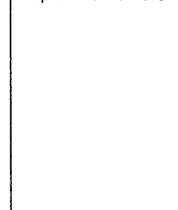
Signer Is Representing: \_\_\_\_\_

\_\_\_\_\_

Signer's Name: \_\_\_\_\_

- Individual
- Corporate Officer — Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_

**RIGHT THUMBPRINT OF SIGNER**  
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Signer Is Representing: \_\_\_\_\_

\_\_\_\_\_

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

State of California

County of SAN DIEGO }

On MARCH 6, 2009 before me, NANCY M. CARLISLE NOTARY PUBLIC,  
Date Here Insert Name and Title of the Officer

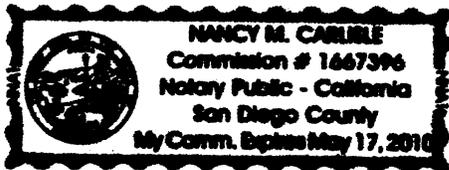
personally appeared AMY A. CZAJKOWSKI  
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Nancy M. Carlisle  
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.*

**Description of Attached Document**

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

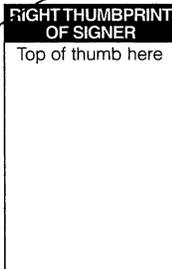
Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

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

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_

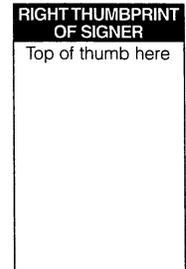
- Individual
- Corporate Officer — Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_



Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

- Individual
- Corporate Officer — Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_



Signer Is Representing: \_\_\_\_\_

**CITY OF OCEANSIDE****SCOPE OF SERVICES****MYERS/TAIT STREET SEWER LINE REPLACEMENT [726-86-8315]****DESIGN SERVICES****PHASE I – PRELIMINARY DESIGN PHASE SERVICES****Task 1 – Project Management and Administration**

IEC will attend periodic project status meetings with the City, as well as coordination meetings with the various other utility agencies this project will involve. For the purposes of this proposal, we are assuming up to eight meetings will be necessary. This task also includes general project management and coordination. The following meeting will be included as a part of this task: 1) Project Kick-Off Meeting; 2) Interim PDR Review Meeting; 3) PDR Review Meeting; 4) 50% PS&E Review Meeting; 5) 70% PS&E Review Meeting; 6) 90% PS&E Review Meeting; 7) 100% PS&E Review Meeting; and 8) Meeting with City Collections Operations Personnel.

**Task 2 – Records Research & Data Collection**

IEC will perform utility research to obtain available utility information for the proposed pipeline alignment(s). It is anticipated that information will need to be obtained from agencies including but not limited to the City, SDG&E, Pacific Bell, and all other agencies with utilities within the pipeline corridor. IEC will coordinate with the relevant agencies at each key stage of design to obtain utility information and to perform conflict checks. Note, that all record drawings will be assimilated for all four streets in order to determine the Replacement Option for each street.

**Task 3 – Ground Control & Aerial Survey**

Right-of-Way Engineering will prepare a field design survey for the project area. A 1”=40’ foot survey will be prepared with 1-foot contour intervals. Horizontal and vertical datums shall be NAD83 and NGVD29. Existing easements, right-of-way, and property lines will be plotted per record information. Where accessible rim and invert elevations of storm drains and sanitary sewer manholes will be field surveyed. As the project is to be constructed within existing City streets, it is assumed that legal descriptions and exhibit plats for permanent easements and temporary construction easements will not be required for the project. This task also includes the preparation of a digital black and white ortho photo in order for the survey to be placed over this photo for the plan view of the pipeline alignment plans. Deliverable: AutoCAD file of mapping, a base map drawing with all surface utilities and street right of way lines, Digital black and white ortho photo in JPG format. This file will be compatible with the City’s GIS system.

**Task 4 – Preliminary Design Report**

Prior to initiating the final design, IEC will prepare a comprehensive Preliminary Design Report for the project and document the findings in technical memoranda format for review and discussion with the City. The key design issues include the following:

- Determine whether or not the existing sewer manholes can be re-utilized (i.e., do they meet City standards) or if they need to be replaced with new manholes.
- Determine if the pipelines can be upsized by trenchless technology or do they need to be replaced in place.
- Complete the Decision Matrix for the Final Determination and review by City. Note, that the Geotechnical Evaluation must be completed in order to finalize the replacement option (This is also shown on the Project Schedule)

The results of these evaluations will be summarized in technical memoranda that will be provided to the City for review and discussion. Once a selection of project direction is made, then final design can be initiated. The PDR will be done as a series of Technical Memorandum with the following five Technical Memorandums comprising the PDR:

TM No. 1 – Introduction and Project Understanding and Objectives

TM No. 2 – Replacement Methods (Decision Matrix including Costs)

TM No. 3 - Environmental Considerations and Engineering Permits (this will discuss options for the CEQA process and determine the TCP and other permits required of the Contractor. This TM will discuss with the City Traffic Department if multiple construction headings would be allowed and other TC requirements)

TM No. 4 – Bypassing Options and Costs

TM No. 5 – Project Design Criteria (Compilation of all TMs. This should summarize what the project will be designed around). This TM will also present preliminary cost estimates and construction schedules.

**Task 5 – Geotechnical Investigation**

Southern California Soil & Testing will perform a geotechnical investigation in order to provide geotechnical information along the pipeline alignment. The investigation shall consist of field exploration, laboratory testing, and preparation of a geotechnical report. We have planned to perform 3 test borings along the project alignment and associated logging, sampling, and laboratory testing. The report will develop conclusions and recommendations regarding excavation conditions, ground water levels, liquefaction potential, foundation support for the pipelines, remedial measures, suitability of excavated material for backfill, pipe bedding, and subgrade preparation for pavement replacement.

**Task 6 – Permits & Agency/Utility Coordination**

IEC will determine all permits required of the Contractor in order to specify these in the Contract Documents. There is a high pressure gas line which will require standby inspection and these requirements will be gathered and incorporated into the Contract Documents. This Task will also research the specifics of the bypassing requirements and determine these requirements and/or limitations with the City Collections Department.

### **Task 7 – Environmental Determination**

IEC will meet with the City's Planning Department to coordinate and discuss the strategy for obtaining the certified environmental documentation for the project. This scope of work assumes one separate meeting is required and that a Mitigated Negative Declaration (MND) will have to be prepared by the City. Therefore, IEC will support the City by providing a detailed project description and maps to include in the MND documents. IEC also recommends the TCP preparation in order to answer questions during the design phase and ensure an EIR is not triggered. In addition, IEC recommends to analyze an exemption based on two different replacement projects (Tait and Myers Street with the OC Blvd and Wisconsin added to either bid schedule) in order to simplify the project and avoid a Coastal Commission Permit.

## **PHASE II – DESIGN PHASE SERVICES**

### **Task 8 – Utility Verification/Potholing**

Upon acceptance of the PDR, the replacement option will be determined. Detailed utility research will be performed and any conflicts which arise will be placed on IEC's potholing plan. For the purposes of this proposal, this scope of work assumes ten potholes will be performed under this task. IEC's subconsultant AirX will be performing this work.

### **Task 9 – Traffic Control Plans**

IEC's subconsultant, Rick Crafts Engineering (RCE) will prepare Traffic Control Plans based on the horizontal alignment set after the acceptance of the 50% PS&E. These plans will be approved by the City's Traffic Department and will be a part of the Contract Documents. The proper signage, detour, etc. information will all be incorporated into these plans.

### **Task 10 – Prepare Final Design Plans**

IEC will prepare design plans for approximately 6,433 linear ft of gravity trunk sewer. The deliverable of this task will be a complete set of bid ready plans and contract specifications. The plan set is anticipated to consist of the following:

- Title sheet (1)
- Legend and Abbreviations/Key Map (1)
- General Notes (1)
- Pipeline Plan and Profile (8)
- Civil Details (1)
- Traffic Control Plans (4) (Optional – See Task 9.0)
- Boring logs (3)

It is assumed IEC will utilize City-standard front end documents and required CSI-format technical specifications. IEC will prepare milestone submittals at the 50%, 70%, 90%, and 100% levels for City review. The final design phase of the project includes preparation of the construction design drawings, technical specifications, and an estimate of construction costs. Quality reviews will be completed at identified project milestones by the Principal-in-Charge. In addition, the final design will include necessary coordination with various permitting agencies and City Departments to provide for a smooth

and efficient project review and approval process. Progress submittals will consist of four (4) copies of draft specifications and design report, and six (6) sets of full-size plans. The efforts in this task also include project administration, coordination, management, submittal review meetings, addressing review comments, etc. Applicable City design and drafting standards will be followed, with the City's front-end boilerplate contract documents utilized and technical specifications completed in Construction Specification Institute (CSI) format. City review comments will be tabulated in a comment log and tracked. Each comment will be responded and addressed or resolved to the City's satisfaction

- 10.1 50% PS&E:** Prepare and submit 50% PS&E to the City. The 50% submittal will be based on the conclusions of the PDR.
- 10.2 70% PS&E:** Incorporate City comments from the 50% submittal and advance the design to the 70% PS&E design level. The 70% set of plans and specifications will contain each required discipline and will be suitable for submittal to the City Water Utilities Department for review. The 70% level specifications will also include a written list of submittals that the construction contractor will be required to provide during the construction phase of the project.
- 10.3 Detailed Quality Review:** A detailed quality review will be completed of the 70% PS&E. The review will confirm technical accuracy, coordination of disciplines, drafting conventions, spelling, etc. This submittal will have the horizontal and vertical design almost complete and therefore, a detailed constructability of this submittal will be made. This includes a close review of the bypassing plan and other constructability issues.
- 10.4 90% PS&E:** Incorporate City comments from the 70% submittal and advance the design to the 90% PS&E design level. The 90% set of plans and specifications will contain each required discipline and will be suitable for submittal to the City Water Utilities Department for review. The 90% level specifications will also include a written list of submittals that the construction contractor will be required to provide during the construction phase of the project.
- 10.5 100% PS&E:** Incorporate City comments from the 90% submittal and prepare 100% PS&E. Submit 100% PS&E and final design report to the City. The 100% PS&E will also include resolution/response to comments from the City.
- 10.6 Final Submittal:** Incorporate City comments from the 100% submittal and prepare final submittal. The final submittal shall consist of print ready CSI format specifications, Mylar plans with appropriate engineer stamps and signatures, and electronic deliverables in MS Word (specifications) and latest version of AutoCAD (plans) formats. The bid schedule will also be submitted to the City in MS Word format.

## **PHASE III – CONSTRUCTION & POST CONSTRUCTION PHASE SERVICES**

### **Task 11 – Bid Phase Services**

If desired, IEC can assist the City with Bid Phase services. This task will include attendance at the pre-bid meeting, preparation of addenda, and responses to questions during the bid phase. In addition, review

of the bids for conformance to the contract documents could be performed if requested but this task is typically performed by the City.

- 11.1 Bidding Support:** IEC will answer questions during the bidding period and for the purposes of this proposal assumes one addendum will be prepared for the project.
- 11.2 Pre-Construction Meeting:** IEC will attend the Pre-Construction Meeting as the Engineer of Record and assist the City selected CM team with design related questions

**Office Support Services During Construction**

Available upon request by the City

**Task 12 – Prepare Record Drawings**

IEC will prepare record drawings and submit to the City 30 calendar days from receipt of mark-up plans from the City at the completion of construction.

