



DATE: April 19, 2006
TO: Honorable Mayor and City Council Members
FROM: Water Utilities Department
SUBJECT: **AUTHORIZATION TO AWARD A CONTRACT FOR THE CONSTRUCTION OF THE BUENA VISTA FORCE MAIN REPLACEMENT PROJECT PHASE 1 AND PHASE 2 AND APPROVAL OF THE PROFESSIONAL SERVICES AGREEMENT WITH INFRASTRUCTURE ENGINEERING CORPORATION FOR CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES**

SYNOPSIS

Staff and the Utilities Commission recommend that the City Council approve an award of contract for the construction of the Buena Vista Force Main Replacement Phase 1 to Affholder, Inc., of Chesterfield, Missouri, in an amount not to exceed \$2,187,425; approve an award of contract for the construction of the Buena Vista Force Main Replacement Phase 2 to CCL Contracting, Inc. of San Marcos, in an amount not to exceed \$2,992,196; approve a professional services agreement with Infrastructure Engineering Corporation of Oceanside, in an amount not to exceed \$597,340 for construction management and inspection services during construction of the project; and authorize the City Manager to execute the agreements.

BACKGROUND

On October 19, 2005, the City Council approved the plans and specifications for the construction of the Buena Vista Force Main Replacement Projects Phase 1 and Phase 2; and authorized the City Engineer to call for bids.

The City of Oceanside has two lift stations located at 2501 Haymar Road, both of which are scheduled to be replaced with the construction of one larger station to accommodate the increasing flows through the system. The existing lift stations are able to accommodate peak flows of 3.5 million gallons a day (mgd), and will be increased to accommodate a peak flow of 6.0 mgd.

In order to convey the ultimate average dry weather flow and reduce the existing total dynamic head required with the current piping configuration, the City of Oceanside's Master Plan recommended upsizing the existing 18/14-inch force main and reducing the static head of the system by tunneling portions of the alignment. The existing force main was constructed in 1975 and is approximately 9,800 linear feet of 18-inch and 14-

inch ductile iron pipe. Several sections of the force main were repaired in 2000 as part of an emergency repair. The new force main will be a 24-inch pipe, and will be realigned as it travels from south of Highway 78 near the Carlsbad Mall to the intersection of Oceanside Boulevard and El Camino Real (Exhibit A).

The project is divided into two phases:

Phase 1 consists of approximately 1,165 linear feet of 24-inch force main inside a 42-inch diameter tunnel that will be installed by micro tunnel construction from the Buena Vista Lift Station south of Highway 78 to just north of Vista Way in Via Esmerca. This tunnel will be installed under Highway 78 and the El Camino North Shopping Center. Minimizing disruption to the shopping center deliveries and public traffic, and maximizing public convenience and safety were the determining factors to installing a tunnel under the El Camino North Shopping Center rather than performing the work by the conventional open-trench method of construction. On July 20, 2005, City Council approved a subterranean agreement with CT Operating Partnership for the micro tunnel under the El Camino North Shopping Center. The subterranean agreement is available for review in the Water Utilities Department.

Phase 2 consists of installing 7,726 linear feet of 24-inch force main via the conventional open-trench method and installation of 250 linear feet of 24-inch force main inside a 42-inch steel sleeve that will be installed by the bore-and-jack method of construction under a reinforced concrete box storm drain structure and the North County Transit District (NCTD) Escondido Branch railroad tracks. On October 20, 2004, City Council approved a license agreement with the North County Transit Development Board for the use of a sewer force main under the Escondido Branch Line right-of-way. All conditions of the license agreement have been added to the project. The license agreement is available for review in the Water Utilities Department.

ANALYSIS

On January 24, 2006, eight bids were received and opened for the Buena Vista Force Main Replacement Phase 1 project (Exhibit B). The apparent low bidder is Affholder, Inc., of Chesterfield, Missouri, with a bid in the amount of \$2,187,425. Staff has reviewed the bid submitted by Affholder, Inc. and find that its bid bond and references are in accordance with City standards. The engineer's estimate to construct the project was \$2,595,289.

On January 24, 2006, two bids were received and opened for the Buena Vista Force Main Replacement Phase 2 project (Exhibit C). The apparent low bidder is CCL Contracting, Inc. of San Marcos, with a bid in the amount of \$2,992,196. Staff has reviewed the bid submitted by CCL Contracting, Inc., and finds that its bid bond and references are in accordance with City standards. The engineer's estimate to construct the project was \$2,988,317.

To properly manage these projects during construction, the services of a construction management and inspection support team are required. On August 15, 2005, staff solicited proposals from eleven (11) engineering firms (Exhibit D) to provide

construction management and inspection services during construction of these projects. 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 13, 2005, 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 Infrastructure Engineering Corporation of Oceanside be selected to provide the construction management and inspection services (Exhibit E). The Infrastructure Engineering Corporation team includes Right-of-Way Engineering and Taylor Group, both of Oceanside, as sub-consultants.

Infrastructure Engineering Corporation's construction management and inspection 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 of proposed change orders; processing 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

In Fiscal Year 2005-2006, \$6,110,000 was appropriated for the construction of the Buena Vista Force Main Replacement projects. The Affholder, Inc., bid was \$2,187,425; the CCL Contracting, Inc., bid was \$2,992,196; and the Infrastructure Engineering Corporation's proposal is \$597,340 for the construction management and inspection services, which bring the combined Buena Vista Force Main Replacement projects Phase 1 and Phase 2 estimated construction cost to \$5,776,961, therefore, adequate funds are available for the project.

INSURANCE REQUIREMENTS

The City's standard insurance requirements will be met.

COMMISSION OR COMMITTEE REPORT

The Utilities Commission reviewed and approved the award of this contract at its meeting on February 21, 2006.

CITY ATTORNEY'S ANALYSIS

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

RECOMMENDATIONS

Staff and the Utilities Commission recommend that the City Council approve an award of contract for the construction of the Buena Vista Force Main Replacement Phase 1 to Affholder, Inc., of Chesterfield, Missouri, in an amount not to exceed \$2,187,425; approve an award of contract for the construction of the Buena Vista Force Main Replacement Phase 2 to CCL Contracting, Inc. of San Marcos, in an amount not to exceed \$2,992,196; approve a professional services agreement with Infrastructure Engineering Corporation of Oceanside, in an amount not to exceed \$597,340 for construction management and inspection services during construction of the project; and authorize the City Manager to execute the agreements.

PREPARED BY:



Greg Blakely
Administration Manager

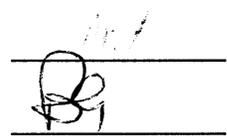
SUBMITTED BY:



Steven R. Jepsen
City Manager

REVIEWED BY:

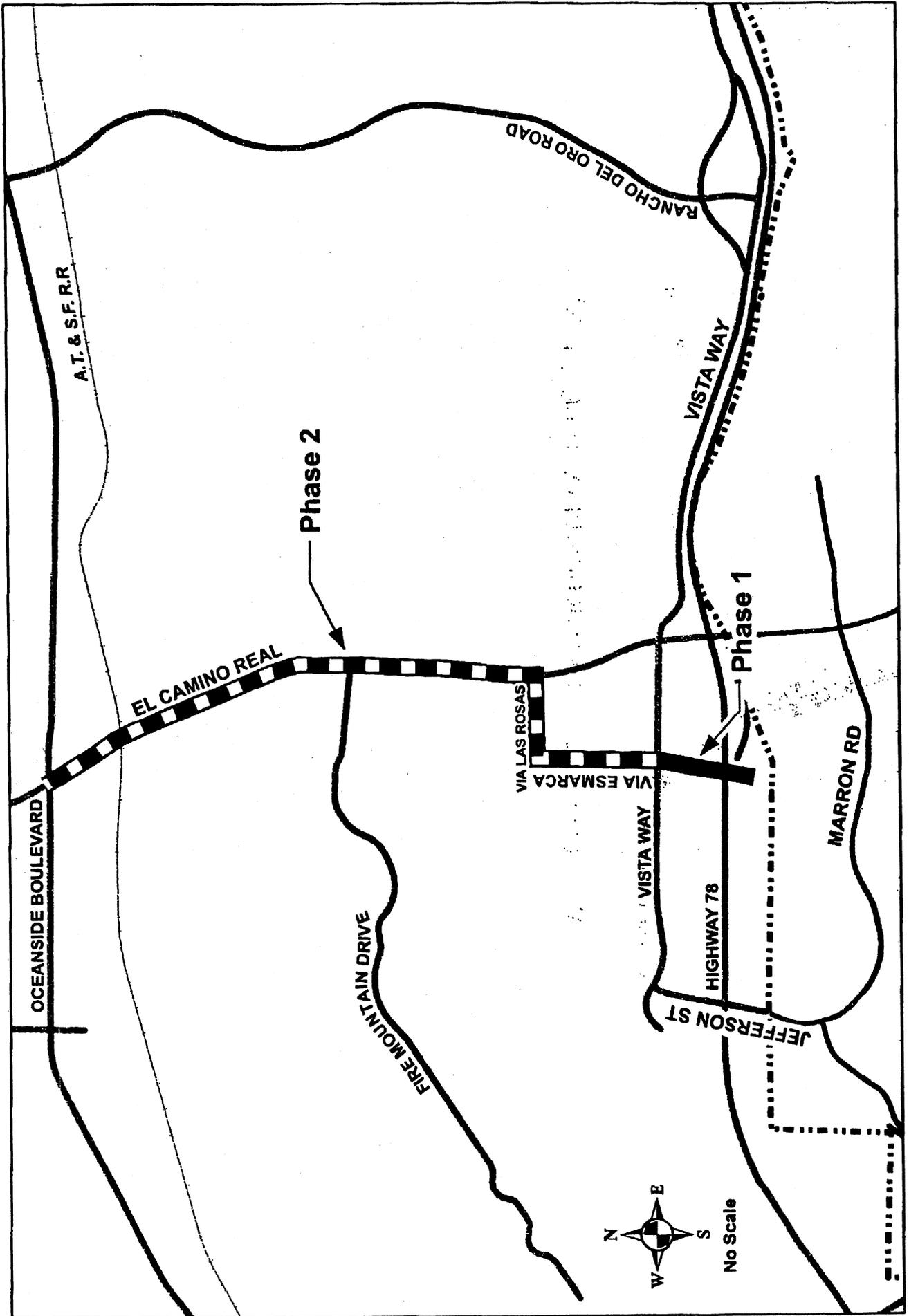
Michelle Skaggs Lawrence, Assistant to the City Manager
Barry E. Martin, Water Utilities Director



- Exhibit A - Site map
- Exhibit B - Bid results Phase I
- Exhibit C - Bid results Phase 2
- Exhibit D - Consultant list
- Exhibit E - Consultant proposal rating form
- Exhibit F – Professional Services Agreement

Exhibit A

Buena Vista Force Main Replacement (726-86-5472)



Buena Vista Force Main Replacement Phase 1 (726-86-5472)
January 24, 2006 BID RESULTS

EXHIBIT B

Bid Item	Michels Pipeline	Frank Coluccio Construction Co.	Mladen Buntich Construction Co., Inc.	James W. Fowler Co.	Orion Construction Corp.
3.5 BID SCHEDULE					
1 MOB/Demob	425,000.00	310,000.00	180,000.00	300,000.00	200,000.00
2 Sheeting, Shoring, & Bracing	645,000.00	500,000.00	250,000.00	400,000.00	405,000.00
3 Microtunnel 50+00 to 61+65	1,475.00	1,600.00	2,360.00	2,200.00	2,340.00
4 Force Main Riser & Appurtenances	65,000.00	321,000.00	35,000.00	50,000.00	110,000.00
5 Replace/Maintain Traffic Signal Loops	70,000.00	75,000.00	65,000.00	70,000.00	65,000.00
6 Traffic Control	10,000.00	25,000.00	15,000.00	70,000.00	10,000.00
7 Groundwater Dewatering	82,500.00	25,000.00	150,000.00	40,000.00	50,000.00
8 Pothole Utilities	25,000.00	20,000.00	18,000.00	6,000.00	10,000.00
9 Videotape Pre-existing Conditions	25,000.00	15,000.00	9,500.00	600.00	2,000.00
TOTAL BID SCHEDULE					
Percent of Engineer's Estimate	3,065,875.00 118.1%	3,155,000.00 121.6%	3,471,900.00 133.8%	3,499,600.00 134.8%	3,578,100.00 137.9%
RANKING					
	4	5	6	7	8
LISTED SUBCONTRACTORS					
Annular Space Backfill				Cell-Crete Corp.	
Sand & Casine		Golden State Boring			
Video & Photos					
Traffic Loops	Highlight Elec. Inc.			Highlight Electric	Highlight Electric
Dewatering	Griffin Dewatering Corp.			Griffin Dewatering	Griffin Dewatering
Micro-Tunnel					Nada Pacific Corp.
Shoring					
Electrical		Foundation Pile, Inc			
Traffic Control		High Light Electric			
		Smith & Son			
	Traffic Control Services				
Addendum No. 1 Acknowledged	YES	YES	YES	YES	YES

Buena Vista Force Main Replacement Phase 2 (726-86-5472)
January 24, 2006 BID RESULTS

EXHIBIT C

Bid Item	Description	Quantity	Unit	Engineer's Estimate		CCL Contracting, Inc.		TC Construction Co., Inc.		NOTE
				Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	
3.5 BID SCHEDULE										
1	MOB/Demob	1	LS	113,000.00	113,000.00	120,000.00	120,000.00	260,000.00	260,000.00	
2	Sheeting, Shoring, & Bracing	1	LS	57,500.00	57,500.00	11,500.00	11,500.00	74,000.00	74,000.00	
3	Bore & Jack 129+95 to 132+45	250	LF	1,582.00	395,500.00	1,160.00	290,000.00	1,720.00	430,000.00	
4	Sewer Force Main	7,726	LF	219.50	1,695,857.00	271.00	2,093,746.00	379.00	2,928,154.00	
5	Connect to 42" Gravity Sewer	1	LS	34,500.00	34,500.00	32,200.00	32,200.00	41,000.00	41,000.00	
6	Sewage Combo Air/Vac Assembly	2	EA	25,300.00	50,600.00	34,625.00	69,250.00	42,300.00	84,600.00	
7	Sewage Vent Assembly	1	EA	11,500.00	11,500.00	23,500.00	23,500.00	38,000.00	38,000.00	
8	1-1/2" TMAC	62,000	SF	2.30	142,600.00	1.55	96,100.00	1.84	114,080.00	(a)
9	Raise Sewer, Storm Drain, Vault/Manhole Frame & Cover	12	EA	1,840.00	22,080.00	1,000.00	12,000.00	825.00	9,900.00	
10	Raise Water Valve Cans	25	EA	862.00	21,550.00	440.00	11,000.00	500.00	12,500.00	
11	Recessed Trench Plating on EI Camino Real	1	LS	46,000.00	46,000.00	60,000.00	60,000.00	99,300.00	99,300.00	
12	Final Signing & Striping	1	LS	51,750.00	51,750.00	46,500.00	46,500.00	50,000.00	50,000.00	
13	Overexcavation	300	CY	92.00	27,600.00	56.67	17,001.00	81.00	24,300.00	(b)
14	Replace/Maintain Traffic Signal Loops	1	LS	23,000.00	23,000.00	4,600.00	4,600.00	59,800.00	59,800.00	
15	Traffic Control	1	LS	115,000.00	115,000.00	35,000.00	35,000.00	140,000.00	140,000.00	
16	Pothole Utilities	1	LS	57,500.00	57,500.00	17,000.00	17,000.00	70,000.00	70,000.00	
17	Sewer Lateral Relocation	10	EA	2,873.00	28,730.00	3,450.00	34,500.00	4,500.00	45,000.00	
18	Groundwater Dewatering	1	LS	86,250.00	86,250.00	17,000.00	17,000.00	110,000.00	110,000.00	
19	Videotape Pre-existing Conditions	1	LS	7,800.00	7,800.00	1,400.00	1,400.00	4,600.00	4,600.00	
TOTAL BID SCHEDULE										
Percent of Engineer's Estimate					2,988,317.00		2,992,297.00	4,595,234.00	4,595,234.00	(d)
							100.1%	153.8%		
NOTES:										
(a) CCL Contracting's listed extension				\$	96,000.00					
(b) CCL Contracting's listed extension				\$	17,000.00					
(c) CCL Contracting's listed Total Bid				\$	2,992,196.00					
(d) TC Construction's listed Total Bid				\$	4,611,974.00					
RANKING										
						Apparent Low Bidder			2	
LISTED SUBCONTRACTORS										
Final Striping						Payco Specialties		Payco Specialties		
Boring (Jack & Bore)						Ayala Boring		West Coast Boring Inc.		
1-1/2" TMAC Overlay						All American		Select Electric		
Traffic Loop/detection										
Addendum No. 1 Acknowledged					YES			YES in Section 3.15 Additional Pages, but Acknowledgement not signed/dated		

Consultant List for Construction Management and Inspection

EXHIBIT D

Buena Vista Force Main Relocation (726-86-5472)

Company	Address	New	City	State	Zip	First Name	Last Name	New	Phone #	New
Carollo Engineers	4167 Avenida De La Plata, Ste. 114	yes	Oceanside	CA	92056	Dennis	Wood		858-505-1020	
Cornerstone Engineering, Inc.	620 Mission Avenue	yes	Oceanside	CA	92054	Steve	Barger	yes	760-722-3495	yes
Infrastructure Engineering Corp.	717 Pier View Way		Oceanside	CA	92054	Preston H.	Lewis		760-529-0795	yes
PBS&J	2303 Nicklaus Drive		Oceanside	CA	92056	Charles A.	Griffin, Jr.	yes	760-753-1492	
Tetra Tech, Inc.	2141 El Camino Real, Ste. J		Oceanside	CA	92054	Howard	Arnold		760-754-0550	
Water 3 Engineering, Inc.	702 Civic Center Drive	yes	Oceanside	CA	92054	Don	Bunts		760-737-6195	yes
Boyle Engineering Corp.	7807 Convoy Court, Suite 200		San Diego	CA	92111	Michael	Brooks		858-268-8080	
Dokken Engineering	9665 Chesapeake Drive, Ste. 435		San Diego	CA	92123	Chris	Johnson	yes	858-514-8377	
Dudek & Associates, Inc.	605 Third Street		Encinitas	CA	92024	Patty	Post	yes	760-942-5147	
Harris & Associates	750 B Street, Suite 1800	yes	San Diego	CA	92101	Byron	Tobey, Jr.		619-236-1778	yes
RBF Consulting	9755 Clairemont Mesa Blvd. Ste. 100		San Diego	CA	92124	Diane	Apodaca		858-614-5025	

CONSULTANT PROPOSAL - RATING FORM

NAME OF FIRM: (A) Tetra Tech; (B) PBS&J; (C) IEC
 PROJECT: Buena Vista Force Main Relocation Phase 1 & 2--Construction Management & Inspection

DATE: 10/17/2005
 PROJECT NO.: 726-86-5472

ITEM	POINTS	CONSULTANT'S RATING				
		A	B	C	D	E
I. QUALIFICATIONS OF FIRM AND MEMBERS						
A. Specialized expertise of members	15	14	14	13		
B. Adequacy of staff and resources.	15	14	13	14		
II. PERFORMANCE OF WORK SIMILAR IN CHARACTER						
A. Comparable work (local area preferred).	10	8	8	8		
B. Proposal submitted by Oceanside firm.	6	6	6	6		
C. Proposal included an Oceanside firm as part of a consulting team.	4	4	4	4		
D. Additional points based on abilities, qualifications, and commitment of Oceanside firm.	5	3	3	5		
III. ABILITY TO PROVIDE SERVICES						
A. Ability to complete job on time.	10	7	7	8		
IV. QUALITY OF PROPOSAL						
A. Satisfactorily address all objectives.	10	8	7	9		
B. Provide additional amplifying information.	5	5	4	4		
C. Presentation, clarity, neatness.	5	5	3	5		
V. WORK PERFORMANCE FOR THE CITY						
A. No work in past 12 months.	10	4	2	2		
B. Work in past 12 months - deductions based on Contract amount.						
VI. PRICE						
A. Overall cost.	10	7	5	9		
TOTALS:	105	85	76	87	0	0

RATED BY:

- 1 Infrastructure Engineering Corporation
Name/Title: Gary Bodman, Project Manager
- 2 Tetra Tech, Inc.
Name/Title: Greg Blakely, Administration Manager
- 3 PBS&J
Name/Title:
- 4
Name/Title:
- 5
Date:

**BUENA VISTA FORCE MAIN REPLACEMENT PHASE 1 AND PHASE 2
(726-86-5472)**

CITY OF OCEANSIDE

PROFESSIONAL SERVICES AGREEMENT

**PROJECT: CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES FOR
BUENA VISTA FORCE MAIN REPLACEMENT PHASE 1 AND PHASE 2
PROJECTS (726-86-5472)**

THIS AGREEMENT is made and entered into this _____ day of _____, 2006, 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 is to provide complete construction management and inspection services during the construction of the BUENA VISTA FORCE MAIN REPLACEMENT PHASE 1 AND PHASE 2 projects as described in the CONSULTANT's proposal dated September 13, 2005 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

**BUENA VISTA FORCE MAIN REPLACEMENT PHASE 1 AND PHASE 2
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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 engineering services 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 and process 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 projects.

**BUENA VISTA FORCE MAIN REPLACEMENT PHASE 1 AND PHASE 2
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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 implied, to act on behalf of the CITY as an agent, or to bind the CITY to any obligation

**BUENA VISTA FORCE MAIN REPLACEMENT PHASE 1 AND PHASE 2
(726-86-5472)**

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:

<u>Comprehensive General Liability Insurance</u> (bodily injury and property damage)	
Combined Single Limit Per Occurrence	\$1,000,000
General Aggregate	\$2,000,000*
<u>Commercial General Liability Insurance</u> (bodily injury and property damage)	
General limit per occurrence	\$1,000,000
General limit project specific aggregate	\$2,000,000
<u>Automobile Liability Insurance</u>	\$1,000,000

**BUENA VISTA FORCE MAIN REPLACEMENT PHASE 1 AND PHASE 2
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- * 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.

8.0 **PROFESSIONAL ERRORS AND OMISSIONS INSURANCE.** Throughout the duration of this Agreement and four (4) years thereafter, the CONSULTANT shall

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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 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,

**BUENA VISTA FORCE MAIN REPLACEMENT PHASE 1 AND PHASE 2
(726-86-5472)**

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 \$177,878 for Phase 1 and \$419,462 for Phase 2 for a total contract price of \$597,340.00.

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.

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

**BUENA VISTA FORCE MAIN REPLACEMENT PHASE 1 AND PHASE 2
(726-86-5472)**

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.

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.

**BUENA VISTA FORCE MAIN REPLACEMENT PHASE 1 AND PHASE 2
(726-86-5472)**

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:

Barry E. Martin, Director
City of Oceanside
Water Utilities Department
Oceanside, CA 92054

TO CONSULTANT:

Preston "Skip" Lewis, P.E., Pres.
Infrastructure Engineering Corporation
717 Pier View Way
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 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.

///

**BUENA VISTA FORCE MAIN REPLACEMENT PHASE 1 AND PHASE 2
(726-86-5472)**

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 _____ day of _____, 2006.

**PROJECT: CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES FOR
BUENA VISTA FORCE MAIN REPLACEMENT PHASE 1 AND PHASE 2
PROJECTS (726-86-5472)**

INFRASTRUCTURE ENGINEERING
CORPORATION

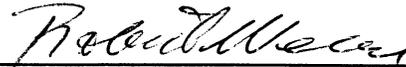
CITY OF OCEANSIDE

BY: 
SIGNATURE

BY: _____
Steven R. Jepsen, City Manager

PRESTON LEWIS, PRESIDENT
NAME/TITLE

APPROVED AS TO FORM:

BY: 
SIGNATURE

 ASSISTANT
City Attorney

ROBERT SWERBER, VP/CFO
NAME/TITLE

01-0617154
FEDERAL EMPLOYER I.D. NO.

NOTARY ACKNOWLEDGMENTS OF CONSULTANT MUST BE ATTACHED.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of SAN DIEGO } ss.

On JAN 11, 2006, before me, NANCY M. CARLISLE NOTARY PUBLIC
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

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

personally known to me

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.



Place Notary Seal Above

WITNESS my hand and official seal.

Nancy M. Carlisle
Signature of Notary Public

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
 Top of thumb here

Signer Is Representing: _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

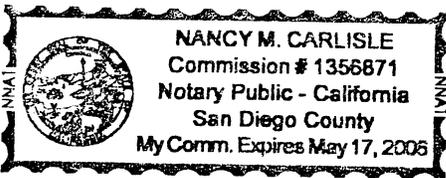
State of California

County of SAN DIEGO } ss.

On JAN. 11 2006, before me, NANCY M. CARLISLE NOTARY PUBLIC

personally appeared ROBERT S. WEBER,
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public") Name(s) of Signer(s)

- personally known to me
- 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.



Place Notary Seal Above

WITNESS my hand and official seal.
Nancy M. Carlisle
Signature of Notary Public

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.

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Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

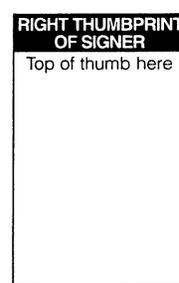
- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



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

Buena Vista Force Main Phase 1 *Construction Management and Inspection Services*

PRECONSTRUCTION PHASE SERVICES

Task 1 – Preconstruction

IEC will provide preconstruction phase services including the following activities:

- ***Coordination with Contractor.*** Coordinate with Contractor regarding such issues as community relations, notifications and meetings. Required construction sequence, pre-submittal questions, procurement of the City of Oceanside requirements, etc.
- ***Coordination for special construction requirements.*** Hold as-needed pre-construction activities such as site visits with the design team, Contractor, surveyors, geotechnical consultant, City Water Utilities Project Manager and the Buena Vista Pump Station Operations staff.
- ***Provide a Construction Management Manual.*** Produce a detailed manual for the CM/Inspection staff, Contractor and the City. Contents will include detailed project specified requirements of work hours, community relation requirements, permit requirements and all required project submittals including scheduling, progress payment, change order and rfi requirements timelines and lines of communication. A project CD with all of the required project forms for the contractors use will also be included. At the City's request IEC will develop a project website accessible to the public for pertinent project information including construction duration, work hours, lane closures etc.
- ***Pre-Construction Meeting/Weekly Progress and Coordination Meetings.*** IEC will prepare agendas, meeting minutes and chair the pre-construction meeting and all weekly progress and coordination meetings required by the project specifications and as needed during the project.

CONSTRUCTION PHASE SERVICES

Task 2 – Process Request for Information (RFI)

IEC will receive, log, and process all Contractor Requests for Information (RFIs) during the project. IEC will process written responses to Contractor RFIs and distribute responses to the Contractor and the City in a timely manner.

Task 3 – Process Submittal/Shop Drawing Review

IEC will receive, log, and process all Contractor submittals/shop drawings for the project. Submittals will include permits, pipelines, valves, appurtenances, traffic control plans and other required submittals. All submittals will be coordinated with the City for their review and input prior to returning to the Contractor. All submittals will be digitized into an electronic PDF format and stored as a part of the project documentation. A submittal log will be kept to track the status on all submittals. The log will identify each submittal and re-submittal; date received, reviewer, when returned to the Contractor, action required, and other pertinent information.

Task 4 – Contract Administration

IEC will provide scheduling services for periodic review, analysis and tracking of the Contractor's construction schedule. Provide construction cost accounting services during the construction phase, including such tasks as progress payment review, cost accounting, budget tracking, general correspondence with the City and Contractor, etc. Consult with and advise the City on construction cost related issues. Meet with the City to discuss construction administration related issues.

IEC will provide the City Project Manager a monthly CD with all project files including scanned submittals, schedules, etc. in PDF format. The Construction Managers detailed monthly report including all project correspondence and photographs will also be included.

Task 5 – Construction Management Field and Observation/Inspections

IEC will provide full-time field observation of the construction activities. Our fee estimate assumes construction management and inspection services will be required for full-time during construction with a as needed. IEC will serve as an extension of the City staff as the primary point of contact on-site activities.

- Provide coordination between the Contractor and City to document that approved shop drawings are on file with all parties prior to commencement of work in the field. A documentation tracking procedure will be developed to ensure that all parties have approved shop drawings.
- Document that applicable City standard specifications of utility materials and installation procedures are followed.

- Monitor daily construction activities, prepare field records and log digital photographic records. Verify work is in compliance with plans, specifications, and approved shop drawings.
- Schedule coordinate and review lab, shop and manufacturers test reports and results of field materials testing, including soil, concrete and asphalt tests.
- Schedule, coordinate and confirm project surveying.
- Provide scheduling services for periodic review, analysis and tracking of the Contractor's construction schedule.
- Maintain logs of verbal and telephone conversations.
- Verify material certifications where required by the specifications and the City requirements.
- Electronic files will be kept and organized for all of the project documentation. All correspondence, submittals, logs, daily reports, photos, etc., will be kept digitally in a PDF or MS Word/Excel format. The electronic documents will be organized in a logical manner. The proposed organization will be reviewed with the City for input and approval.
- IEC will provide the City Project Manager a monthly CD with all project files including scanned submittals, schedules, etc. in PDF format. The Construction Managers detailed monthly report including all project correspondence and photographs will also be included.
- Review, negotiate and make recommendations on construction contract change orders to address contract revisions, design changes, unanticipated field conditions, additional work requests, etc.
- Prepare contract revisions, if required, during construction to resolve problems due to unanticipated field conditions or other field changes. Consult with and advise the City on contract revisions related issues. These contract revisions may or may not result in contract change orders.
- Provide construction cost accounting services during the construction phase, including such tasks as progress payment review, cost accounting, budget tracking, general correspondence with the City and Contractor, etc. Consult with and advise the City on construction cost related issues. Meet with the City to discuss construction related issues.

- Observe initial operation and testing of the completed project. Prepare a Punch List of deficiencies and follow up with the Contractor to ensure that the deficiencies are corrected in a timely manner. Perform final inspection of the project.

Task 6 – Geotechnical / Materials Testing and Coordination

IEC shall schedule all required materials testing and as-needed geotechnical services for the project. IEC will coordinate and review lab, shop and manufacturers test reports and results of field materials testing, including soil, concrete and asphalt tests. As a subconsultant to IEC, The Taylor Group will be performing these services.

Task 7 – Bi-Weekly Meetings

IEC will prepare agendas, meeting minutes and chair the all weekly progress and coordination meetings required by the project specifications and as needed during the project.

Task 8 – Construction Staking and Coordination

As a subcontractor of IEC, Right of Way Engineering will provide all project surveying requirements. IEC shall schedule, coordinate, budget track and confirm project surveying.

POST CONSTRUCTION PHASE

Task 9 – Project Closeout – At the completion of the project construction, prepare record drawings based on the Contractors furnished and Inspectors recorded red-line set of construction changes.

- Assist the City with project closeout including Final Acceptance, claims negotiations, filing of the Notice of Completion, and make recommendations for final payment, and release of retention or securities of the Contractor.
- Within 30 days of filing notice of completion for the project, deliver to the City an electronic and hard copy of all construction documentation notebook comprised of all approved shop drawings, material test results, certifications, daily inspection reports, meeting minutes, conversation logs, and photo documentation.

FEE SUMMARY
 City of Oceanside
 Buena Vista Forcemain Phase 1
 Construction Mangagement and Inspection
 Services

INFRASTRUCTURE ENGINEERING
 CORPORATION

Classification	Project Manager	Construction Manager	Pipeline Inspectors	Microtunnel Inspection	Admin Support	Subtask Labor-Hours	Subtask Labor Cost	Subcontract w/5% mark-up	Total Cost
Rate	\$147.00	\$136.00	\$100.00	\$100.00	\$52.00				
Preconstruction Phase Services									
Task 1 - Constructability Review / Value Engineering		10	4	4		18	\$2,160		\$4,652
Preconstruction Conference	2	4	2	2	4	14	\$1,446		\$1,446
CM Manual	2	4			4	10	\$1,046		\$1,046
Construction Phase Services									
Task 2 RFI Processing		4			16	20	\$1,376		\$1,376
Task 3 Submittal, Shop Drawing Processing		4			12	16	\$1,168		\$1,168
Task 4 Contract Administration, Pay Requests, CCO's		16			16	32	\$3,008		\$3,008
Task 5 CM / Field Observation	10	480	264	456	28	1238	\$140,206		\$140,206
Task 6 Geotechnical / Materials Testing Coordination		8				8	\$1,088	\$10,500	\$11,588
Task 7 Bi-Weekly and Coordination Meetings		20	14	14		48	\$5,520		\$5,520
Task 9 Survey Coordination		8				8	\$1,088	\$5,250	\$6,338
Post Construction Phase									
Task 10 Project Closeout, As-builts,	2	20	4	4	4	34	\$4,022		\$4,022
Task Subtotal - Hours	16	578	288	480	84	1446			
Task Subtotal - Costs	\$2,352	\$78,608	\$28,800	\$48,000	\$4,368		\$162,128	\$15,750	\$177,878

Microtunneling operations anticipated to work 2-10 hour Shifts

Subconsultants	Work Description	Cost
Right of Way Engineering	Survey	\$5,000
Taylor Group	Geotech/Material Testing	\$10,000
	Subtotal	\$15,000
	TOTAL IEC FEE:	\$162,128
	Subconsultants w/5% mark up:	\$15,750
	Total Not to Exceed Fee	\$177,878

CITY OF OCEANSIDE**SCOPE OF SERVICES****Buena Vista Force Main Replacement Phase 2**

726-86-5472

Construction Management and Inspection Services**PRECONSTRUCTION PHASE SERVICES*****Task 1 – Preconstruction***

IEC will provide preconstruction phase services including the following activities:

- ***Coordination with Contractor:*** Coordinate with Contractor regarding such issues as community relations, notifications and meetings. Required construction sequence, pre-submittal questions, procurement of the City of Oceanside requirements, etc.
- ***Coordination for special construction requirements:*** Hold as-needed pre-construction activities such as site visits with the design team, Contractor, surveyors, geotechnical consultant, City Water Utilities Project Manager and the Buena Vista Pump Station Operations staff.
- ***Provide a Construction Management Manual:*** Produce a detailed manual for the CM/Inspection staff, Contractor and the City. Contents will include detailed project specified requirements of work hours, community relation requirements, permit requirements and all required project submittals including scheduling, progress payment, change order and rfi requirements timelines and lines of communication. A project CD with all of the required project forms for the Contractors use will also be included. At the City's request IEC will develop a project website accessible to the public for pertinent project information including construction duration, work hours, lane closures etc.
- ***Pre-Construction Meeting/Weekly Progress and Coordination Meetings***
IEC will prepare agendas, meeting minutes and chair the pre-construction meeting and all weekly progress and coordination meetings required by the project specifications and as needed during the project.

CONSTRUCTION PHASE SERVICES

Task 2 – Process Request for Information (RFI)

IEC will receive, log, and process all Contractor Requests for Information (RFIs) during the project. IEC will process written responses to Contractor RFIs and distribute responses to the Contractor and the City in a timely manner.

Task 3 – Process Submittal/Shop Drawing Review

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Task 4 – Contract Administration

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- Schedule, coordinate and confirm project surveying.
- Provide scheduling services for periodic review, analysis and tracking of the Contractor's construction schedule.
- Maintain logs of verbal and telephone conversations.
- Verify material certifications where required by the specifications and the City requirements.
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- Prepare contract revisions, if required, during construction to resolve problems due to unanticipated field conditions or other field changes. Consult with and advise the City on contract revisions related issues. These contract revisions may or may not result in contract change orders.
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POST CONSTRUCTION PHASE

Task 9 – Project Closeout – At the completion of the project construction, prepare record drawings based on the Contractors furnished and Inspectors recorded red-line set of construction changes.

- Assist the City with project closeout including Final Acceptance, claims negotiations, filing of the Notice of Completion, and make recommendations for final payment, and release of retention or securities of the Contractor.
- Within 30 days of filing notice of completion for the project, deliver to the City an electronic and hard copy of all construction documentation notebook comprised of all approved shop drawings, material test results, certifications, daily inspection reports, meeting minutes, conversation logs, and photo documentation.

FEE SUMMARY

City of Oceanside
 Buena Vista Forcemain Phase 2
 Construction Management and Inspection Services

INFRASTRUCTURE ENGINEERING CORPORATION

Classification	Project Manager	Construction Manager	Pipeline Inspectors	Rdwy Imp. Traffic Control	Admin Support	Subtask Labor-Hours	Subtask Labor Cost	Subcontract w/ 5% Markup	Total Cost
Rate	\$147.00	\$136.00	\$100.00	\$100.00	\$52.00				
Preconstruction Phase Services									
Task 1 - Constructability Review / Value Engineering		10	4	4		18	\$2,160		\$4,652
Preconstruction Conference	2	4	2	2	4	14	\$1,446		\$1,446
CM Manual	2	4			4	10	\$1,046		\$1,046
Construction Phase Services									
Task 2 RFI Processing		8			24	32	\$2,336		\$2,336
Task 3 Submittal, Shop Drawing Processing		8		20	40	68	\$5,168		\$5,168
Task 4 Contract Administration, Pay Requests, CCO's		16			40	56	\$4,256		\$4,256
Task 5 CM / Field Observation	10	800	1222	250		2282	\$257,470		\$257,470
Task 6 Geotechnical / Materials Testing & Coordination		16				16	\$2,176	\$96,600	\$98,776
Task 7 Bi-Weekly and Coordination Meetings		60	40	40		140	\$16,160		\$16,160
Task 9 Survey & Coordination		8				8	\$1,088	\$23,982	\$25,070
Post Construction Phase									
Task 10 Project Closeout, As-builts,	2	24	8	8	8	50	\$5,574		\$5,574
Task Subtotal - Hours	16	958	1276	324	120	2694			
Task Subtotal - Costs	\$2,352	\$130,288	\$127,600	\$32,400	\$6,240		\$298,880	\$120,582	\$419,462

Pipeline Inspection \Includes 5-Months of Night Work

Subcontractors
 Right of Way Engineering
 Taylor Group

Work Description
 Survey
 Geotech/Material Testing

Cost
 \$22,840
 \$92,000
 \$114,840

TOTAL IEC FEE:
 Sub Consultants w/5% mark up:

\$419,462