

# STAFF REPORT



ITEM NO. 11

CITY OF OCEANSIDE

DATE: April 9, 2008

TO: Honorable Mayor and City Councilmembers

FROM: Water Utilities Department

SUBJECT: **ADOPTION OF THE MITIGATED NEGATIVE DECLARATION FOR THE EMERGENCY LAND OUTFALL REPLACEMENT PROJECT; AUTHORIZATION TO AWARD A CONTRACT IN THE AMOUNT OF \$4,059,486.60 FOR CONSTRUCTION OF THE PROJECT; APPROVAL OF A PROFESSIONAL SERVICES AGREEMENT IN THE AMOUNT OF \$364,528 FOR CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES; APPROVE A BUDGET APPROPRIATION IN THE AMOUNT OF \$4,300,000 AS A LOAN FROM THE WATER ENTERPRISE FUND UNALLOCATED FUND BALANCE TO THE WASTEWATER ENTERPRISE FUND TO PAY FOR THE PROJECT; AND ADOPT A RESOLUTION REGARDING REPAYMENT TERMS FOR THE LOAN**

## SYNOPSIS

Staff recommends that the City Council adopt a resolution approving the Mitigated Negative Declaration for the Emergency Land Outfall Replacement project; award a contract in the amount of \$4,059,486.60 with ARB, Incorporated, of Lake Forest for construction of the project; approve a professional services agreement in the amount of \$364,528 with Infrastructure Engineering Corporation, of Oceanside for construction management and inspection services; authorize the City Manager to execute the agreements upon receipt of all supporting documents; approve a budget appropriation in the amount of \$4,300,000 as a loan from the Water Enterprise Fund unallocated fund balance to the Wastewater Enterprise fund to pay for the project, and adopt a resolution regarding repayment terms for the loan.

## BACKGROUND

The existing land outfall was constructed in 1972 and consists of approximately 34,000 linear-feet of 24-inch ductile iron pipe. Currently the land outfall's capacity is limited to 13.7 million gallons per day (MGD) with the pipeline's upper pressure limit as the limiting factor. The City recently completed the Land Outfall Alignment Study which identified the most feasible alignment and prepared 30 percent design level plans of this selected alignment.

Several failures of the existing land outfall have occurred recently and so one segment (6,200 linear-feet) has been identified for immediate replacement. This segment is parallel to the centerline of Oceanside Boulevard and the limits of the pipeline replacement are from approximately 1,200 feet west of Vine Street to approximately 800 feet east of Crouch Street (Exhibit A).

The Water Utilities capital improvement plan estimated that phase I of the construction of the land outfall project would not begin until fiscal year 2012-2013. By that time, the Wastewater Fund would have collected enough revenue to fund the project or qualify for a loan. Because the pipeline has failed, it is necessary to accelerate the project and to find an alternative source of funding on an emergency basis.

## **ANALYSIS**

Staff estimates that the construction timeframe for replacing the 6,200 linear-feet of pipeline will be approximately nine months. Due to the condition of the existing pipe and the corrosiveness of the existing soils, the project has been designed utilizing High Density Polyethylene pipe (HDPE) with an alternate of PVC – C905.

The project has been reviewed for compliance with the California Environmental Quality Act (CEQA) requirements. On December 14, 2007, a Mitigated Negative Declaration (Exhibit B) was issued by the City of Oceanside Planning Department. All of the required mitigation measures have been added to the project.

As of January 31, 2008, the Water Enterprise Funds have an unallocated fund balance of \$41,961,641 (funds 711, 712, 715, and 717) and the Wastewater Enterprise Funds (721, 722, 726, and 727) have \$9,113,644. Capital projects in the Wastewater Funds have been deferred until the December 2007 rate increase generates enough revenue to pay for most projects.

Water Utilities staff has worked closely with the Treasurer's Office, City Attorney's office and the Finance Department to develop the repayment terms that are included in the resolution (Exhibit C). The terms established by the resolution include deferral of the first principal and interest payment until FY 2010-11 so the Wastewater Fund can accrue sufficient funds for the reimbursement, principal and interest payments of \$300,000 annually until the loan is paid in 2033, and an interest rate set at the City's current portfolio interest rate of 4.5%. The loan amortization schedule is attached to the resolution.

Due to the emergency status of the project the Water Utilities department sent out an invitation to bid to seven selected contractors (Exhibit D) with previous experience similar to this project. On March 13, 2008, four bids were received and publicly opened for the Land Outfall Emergency Replacement project. The apparent low bidder is ARB, Incorporated, of Lake Forest, with a bid in the amount of \$4,059,486.60 (Exhibit E). Staff has reviewed the bid submitted by ARB, Incorporated and find that its bid bond and references are in accordance with City standards.

To properly manage this project during construction, the services of a construction management and inspection support team are required. On February 5, 2008, staff solicited proposals from thirteen engineering firms (Exhibit F) to provide construction management and inspection services during construction of this project. The firms were selected from a list compiled by the City of Oceanside's Engineering Division using the City's selection procedures for professional services. Included in the solicitation were all Oceanside firms that provide these services.

On February 27, 2008, four proposals and one letter declining participation in the request for proposal solicitation 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 be selected to provide the construction management and inspection services.

Infrastructure Engineering's construction management and inspection duties will be to ensure that the project is constructed according to the plans and specifications. Additional duties to be performed include day-to-day monitoring and inspection of the work; 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**

Staff requests approval of a budget appropriation in the amount of \$4,300,000 as a loan from the Water Enterprise Fund (715.1011) unallocated fund balance to the Wastewater Enterprise fund to pay for the land outfall emergency project. The funds will be deposited in the Land Outfall capital improvement project budget (726.865488.5701) which currently has a carry forward of \$400,000. The total cost of the project for construction and construction management and inspection services is \$4,424,014.60.

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

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

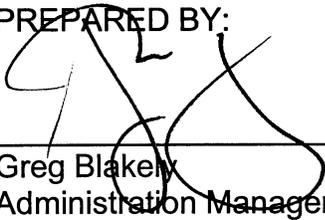
### **COMMISSION OR COMMITTEE REPORT**

Does not apply.

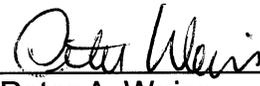
**RECOMMENDATIONS**

Staff recommends that the City Council adopt a resolution approving the Mitigated Negative Declaration for the Emergency Land Outfall Replacement project; award a contract in the amount of \$4,059,486.60 with ARB, Incorporated, of Lake Forest for construction of the project; approve a professional services agreement in the amount of \$364,528 with Infrastructure Engineering Corporation, of Oceanside for construction management and inspection services; authorize the City Manager to execute the agreements upon receipt of all supporting documents; approve a budget appropriation in the amount of \$4,300,000 as a loan from the Water Enterprise Fund unallocated fund balance to the Wastewater Enterprise fund to pay for the project, and adopt a resolution regarding repayment terms for the loan.

PREPARED BY:

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

SUBMITTED BY:

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

REVIEWED BY:

Michelle Skaggs Lawrence, Deputy City Manager

  
\_\_\_\_\_

Lonnie Thibodeaux, Water Utilities Director

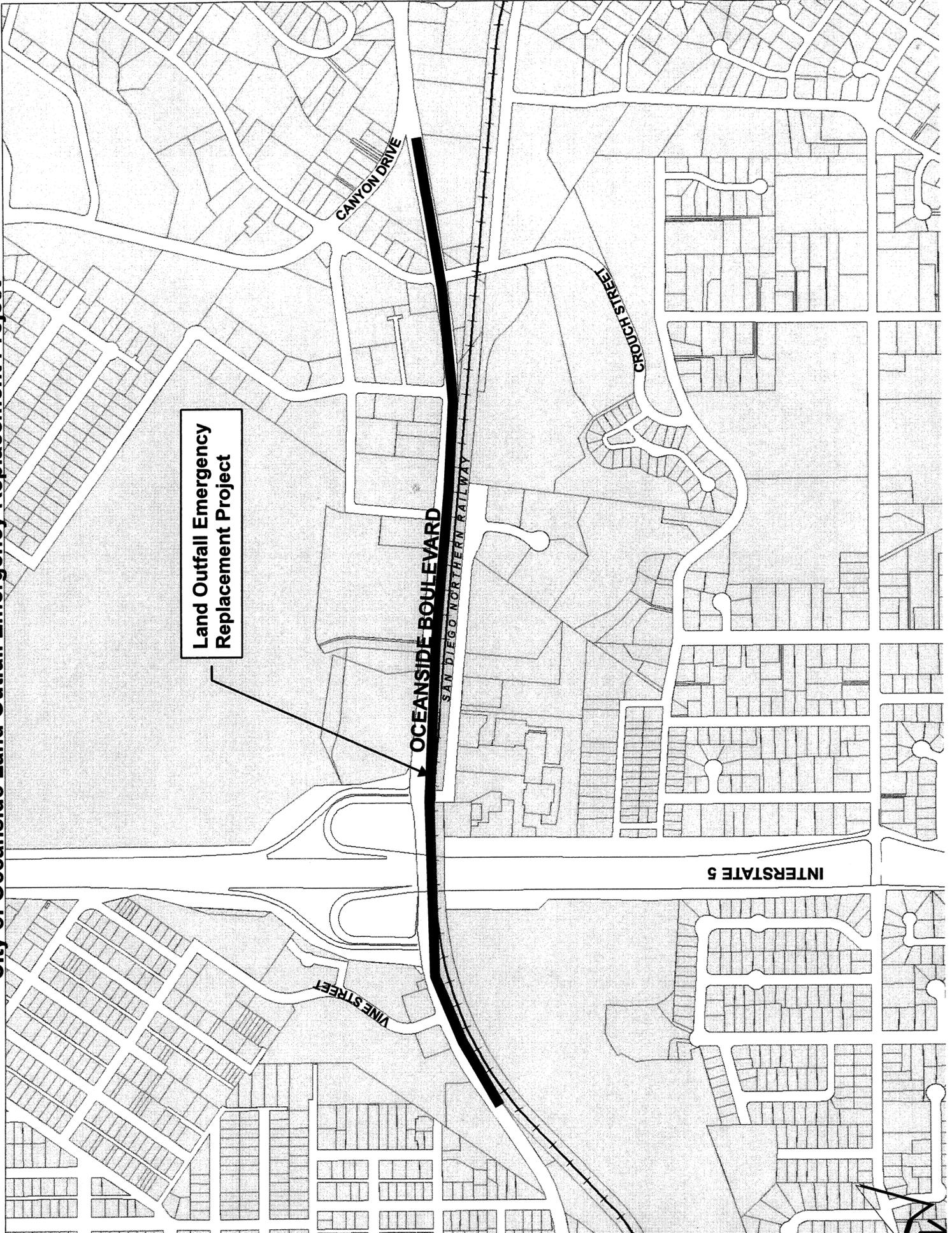
  
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Teri Ferro, Financial Services Director

  
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- Exhibit A – Site Map
- Exhibit B – Final Mitigated Negative Declaration (MND) (in City Manager's Office)
- Exhibit C – Resolution approving the Final MND
- Exhibit D – Construction RFP Mailing List
- Exhibit E – Bid Results
- Exhibit F – Construction Management RFP Mailing List
- Exhibit G – Agreement with Infrastructure Engineering
- Exhibit H – Resolution regarding loan repayment

City of Oceanside Land Outfall Emergency Replacement Project



Land Outfall Emergency Replacement Project

CANYON DRIVE

GROCH STREET

OCEANSIDE BOULEVARD

SAN DIEGO NORTHERN RAILWAY

VINE STREET

INTERSTATE 5



**RESOLUTION NO.**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OCEANSIDE APPROVING THE FINAL MITIGATED NEGATIVE DECLARATION FOR THE LAND OUTFALL EMERGENCY REPLACEMENT PROJECT**

WHEREAS, the City of Oceanside Water Utilities Department has identified a portion of the existing Land Outfall for immediate Design and Replacement. This project consists of replacing approximately 6200 linear feet of the existing 24” Ductile Iron Land Outfall along Oceanside Boulevard. This segment is parallel to the centerline of Oceanside Blvd. and the limits of the pipeline replacement are from approximately 600 feet west of Vine Street to approximately 200 feet west of Hoover Street. The new pipeline will be constructed using a combination of High Density Polyethylene Pipe (HDPE) and Polyvinyl Chloride Pipe (PVC);

WHEREAS, a Final Mitigated Negative Declaration was prepared and circulated for public and agency review and proper notification was given in accordance with the California Environmental Quality Act;

WHEREAS, pursuant to the California Environmental Quality Act of 1970, and State Guidelines thereto; this project has been found to be subject to a Mitigated Negative Declaration per Article 6 of the California Environmental Quality Act;

WHEREAS, the Planning Division has reviewed the proposed project for compliance with the California Environmental Quality Act (CEQA) and has conducted a Mitigation and Monitoring and Reporting Program (MMRP) in accordance with CEQA. Based upon the results of the Mitigation and Monitoring and Reporting Program (MMRP), the City’s Environmental Coordinator has determined that the project as mitigated will not result in significant effects on the environment.

WHEREAS, the City’s Environmental Coordinator has determined that an Environmental Impact Report (EIR) is not required because there is no substantial evidence in light of the whole record that the project as mitigated may have a significant effect on the environment.

WHEREAS, a Mitigated Negative Declaration was prepared by the Resource Officer of the City of Oceanside for the Land Outfall Emergency Replacement project;

WHEREAS, the City Council does hereby find that the Mitigation and Monitoring and Reporting Program (MMRP) /Mitigated Negative Declaration has been prepared in accordance with

1 requirements of CEQA, the State CEQA Guidelines, and the Ordinance 04-OR300-1 of the City of  
2 Oceanside adopting procedures and guidelines to implement CEQA, and hereby adopts the Mitigated  
3 Negative Declaration and the Mitigation, Monitoring and Reporting Program; and

4 WHEREAS, the Mitigated Negative Declaration and Mitigation and Monitoring and Reporting  
5 Program (MMRP) have been determined to be accurate and adequate documents, which reflect the  
6 independent judgment and analysis of the City Council. On the basis of the entire record before it, the  
7 City Council finds that there is no substantial evidence that the project, with implementation of the  
8 mitigation measures proposed, will have a significant impact on the environment.

9 WHEREAS, studies and investigations made by this Council and in its behalf reveal the  
10 following facts:

11 For the Final Mitigated Negative Declaration:

- 12 1. The Final Mitigated Negative Declaration and Initial Study were completed in compliance with  
13 the provisions of the California Environmental Quality Act (CEQA).
- 14 2. There are potentially certain significant environmental effects detailed in the Final Mitigated  
15 Negative Declaration and Mitigation and Monitoring and Reporting Program (MMRP) which  
16 have been avoided or substantially lessened by the establishment of measures which are detailed  
17 in the Mitigation and Monitoring and Reporting Program (MMRP).
- 18 3. The Final Mitigated Negative Declaration and Initial Study were presented to the City Council,  
19 and the City Council reviewed and considered the information contained in these documents  
20 prior to making a decision on the project. The Final Mitigated Negative Declaration and  
21 Mitigation and Monitoring and Reporting Program (MMRP) have been determined to be  
22 accurate and adequate documents which reflect the independent judgment of the City Council.

23 NOW, THEREFORE, the City Council of the City of Oceanside does resolve as follows:

- 24 1. The Final Mitigated Negative Declaration and Mitigation and Monitoring and Reporting  
25 Program (MMRP) for the Land Outfall Emergency Replacement project IS ADOPTED,  
26 effective as of this day.
- 27 2. Pursuant to Public Resources Code Section 21081.6 the City Council adopts the MMRP and  
28 finds and determines that said program is designed to ensure compliance with the measures  
during project implementation. The City Council finds that the Mitigation measures set forth in  
the Mitigated Negative Declaration mitigate or avoid all environmental impacts.

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3. Notice is HEREBY GIVEN that the time within which judicial review must be sought on this decision is governed by the provisions of the Public Resources Code Section 21167 California Environmental Quality Act.

NOW, THEREFORE, BE IT RESOLVED that the City Council does hereby adopt the Final Mitigated Negative Declaration;

PASSED AND ADOPTED by the City Council of the City of Oceanside, California, this \_\_\_\_\_ day of \_\_\_\_\_, 2008 by the following vote:

AYES:

NAYS:

ABSENT:

ABSTAIN:

\_\_\_\_\_  
MAYOR OF THE CITY OF OCEANSIDE

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
CITY CLERK

  
\_\_\_\_\_  
CITY ATTORNEY

**LAND OUTFALL EMERGENCY REPLACEMENT  
CONSTRUCTION RFP MAILING LIST**

Company	Address	City	State	Zip	Contact Name	Phone #	Fax #
ARB Construction	26000 Commercentre Dr.	Lake Forest	CA	92630	Steve	949-422-5232	949-454-7190
Don Hubbard Contracting Co.	1015-A Linda Vists Dr.	San Marcos	CA	92078-2613	Jason Hubbard	760-736-3241	
T-C Construction	10540 Prospect Ave.	Santee	CA	92071	Austin Cameron	619-448-4560 x117	
Cass Construction	1100 Wagner Drive	El Cajon	CA	92020	Mike Harrison	619-590-0929	619-590-1202
Vadnais Corp.	9164 Rehco Road	San Diego	CA	92121	Jeff Anderson	858-550-1460	858-550-1470
CCL Contracting	1938 Don Lee Place	Escondido	CA	92029	Bryan Lusky	760-743-2254	760-743-7251
Errecas Inc.	12570 Slaughterhouse Canyon Rd.	Lakeside	CA	92040	Max Frasier	619-390-6400	

**BID TABULATION**

PROJECT NO.: 715-85-8246  
 PROJECT NAME: Emergency Land Outfall Replacement  
 PROJECT MANAGER: Jason Dafforn  
 BID DATE: March 13, 2008 @ 10:00 a.m.

ENGINEER'S ESTIMATE  
 \$3,206,425

BIDDER:	ADDRESS:	BID AMOUNT:
1. ARB, Inc.	26000 Commercentre Dr., Lake Forest, CA 92630	\$ 4,059,486.60
2. TC Construction Co., Inc.	10540 Prospect Ave., Santee, CA 92071	\$ 4,491,660.00
3. Cass Construction, Inc.	P.O. Box 309, El Cajon, CA 92022	\$ 4,624,330.00
4. CCL Contracting, Inc.	1938 Don Lee Place, Escondido, CA 92029	\$ 4,840,640.00
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**Construction Management and Inspection Services  
RFP Mailing List**

Company	Address	City	State	Zip	Phone	Fax
Infrastructure Engineering Corporation	717 Pier View Way	Oceanside	CA		92054 760-529-0729	
Comerstone Engineering, Inc.	620 Mission Avenue	Oceanside	CA		92054 760-722-3495	
PBS&J	2303 Nicklaus Drive	Oceanside	CA		92056	
Water 3 Engineering, Inc.	1843 Campesino Pl	Oceanside	CA		92054 760-737-6195	
Carollo Engineers	4167 Avenida De La Plata, Suite 114	Oceanside	CA		92056	
Tetra Tech ASL, Inc.	2141 El Camino Real, Suite J	Oceanside	CA		92054 760-754-0550	
Boyle	4167 Avenida de La Plata, Suite 114	Oceanside	CA		92056 760-726-0783	858-292-7432
Dokken Engineering	9665 Chesapeake Drive, Suite 435	San Diego	CA		92123 858-514-8377	
Parsons Brinckerhoff	401 B Street, Suite 1450	San Diego	CA		92103 619-338-9376	
Richard Brady & Associates	4909 Murphy Canyon Road, Suite 220	San Diego	CA		92123	
Dudek & Associates, Inc.	605 Third Street	Erichillas	CA		92024 760-942-5147	
J.T. Krue & Company	10251 Vista Sorrento Parkway, Suite #1	San Diego	CA		92121 858 550-0044	(858) 550-0404
RBF Consulting	9755 Clairemont Mesa Blvd., Suite 100	San Diego	CA		92124 858-614-5025	

LAND OUTFALL EMERGENCY REPLACEMENT PROJECT -  
CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES - 715.858246

CITY OF OCEANSIDE

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into this \_\_\_ day of \_\_\_\_\_, 2008, 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.** The CONSULTANT will provide construction management, inspection, survey and materials testing services for the Land Outfall Emergency Replacement project as described in the CONSULTANT's proposal dated February 27, 2008 and attached hereto and incorporated herein as Exhibit "A". The project and scope of work is more particularly described below.
- 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 authority of the City Manager, shall be the CITY'S authorized representative in the interpretation and enforcement of all work performed in

**LAND OUTFALL EMERGENCY REPLACEMENT PROJECT -  
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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 Jason Dafforn.

- 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 Visit and carefully examine the location of the project as often as necessary to become acquainted with all conditions which are visible or could reasonably be discovered, and which might have an impact upon the construction of the project.
- 1.1.5 Upon completion of construction, prepare, approve and sign a set of As-Built record drawings.
- 1.1.6 Provide field assistance to the City during construction periods 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.
  - b. Review and make recommendations on all construction contract change orders and requests for clarification from the contractor.
  - c. Prepare engineering cost estimates.
  - d. Prepare needed reports and notices.
  - e. Provide all geotechnical and testing services required along with surveying for the project.
  - f. Provide periodic visits to the site to monitor construction.
  - g. Attend meetings with the Water Utilities Director or his designees.
- 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.

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- 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.
- 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 which 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, 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 CONSULTANT 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.

**LAND OUTFALL EMERGENCY REPLACEMENT PROJECT -  
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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 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.

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7.2 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

<u>Automobile Liability Insurance</u>	\$ 1,000,000
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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.

7.2.1 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.

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- 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 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 direct claims or lawsuits for damages to persons or property to the extent arising out of the negligent acts, errors, 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, expert fees, attorneys' 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

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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, 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 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

**LAND OUTFALL EMERGENCY REPLACEMENT PROJECT -  
CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES - 715.858246**

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 the total contract price of \$364,528.

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:
- 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.

**LAND OUTFALL EMERGENCY REPLACEMENT PROJECT -  
CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES - 715.858246**

- 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.

**LAND OUTFALL EMERGENCY REPLACEMENT PROJECT -  
CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES - 715.858246**

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:**

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

**TO CONSULTANT:**

Preston Lewis  
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:

- 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.

**LAND OUTFALL EMERGENCY REPLACEMENT PROJECT -  
CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES - 715.858246**

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:

**LAND OUTFALL EMERGENCY REPLACEMENT PROJECT -  
CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES - 715.858246**

INFRASTRUCTURE ENGINEERING  
CORPORATION

CITY OF OCEANSIDE

By: [Signature]  
Name/Title PRESTON LEWIS, PRESIDENT

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

By: [Signature]  
Name/Title Robert S. Wadwa, Sr. Project Manager

APPROVED AS TO FORM:

[Signature]  
City Attorney

01-0617154  
Employer ID No.

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

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

State of California

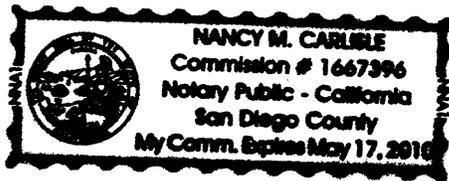
County of SAN DIEGO } ss.

On MARCH 7, 2008, 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

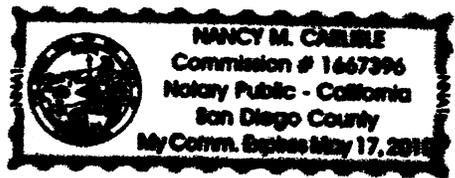
County of SAN DIEGO } ss.

On MARCH 7, 2008 before me, NANCY M. CARLISLE, NOTARY PUBLIC

personally appeared ROBERT S. WEBER

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: \_\_\_\_\_

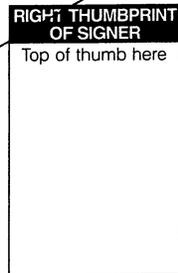
Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

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

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

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

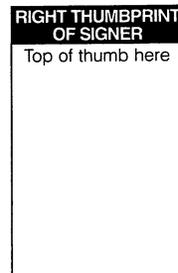
- Individual
- Corporate Officer — Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_



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: \_\_\_\_\_



Infrastructure Engineering Corporation

February 27, 2008

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

**Re: Proposal for Construction Management, Inspection Services, Surveying and Geotechnical Testing  
Land Outfall Emergency Replacement Project (715-85-8246)**

Dear Mr. Blakely:

Infrastructure Engineering Corporation (IEC) is pleased to provide this proposal for construction management, inspection, survey and materials testing services to assist the City with the Land Outfall Emergency Replacement Project.

We have incorporated for the City the best team possible to provide you complete client satisfaction and quality of work on this project. The combined experience of this team led by IEC's Construction Manager will provide the City of Oceanside a team of unmatched experience in similar if not identical type projects as difficult and unique as this. Our competence and experience with HDPE and PVC pipeline installation through high volume utility areas, night construction with public relations issues. IEC will provide the City assurance their expectation of the highest of construction quality will be achieved, on time and within or below budget.

***We offer the City the following:***

- IEC is proposing **Mr. Bob Moore, IEC's Principal Construction Manager** to provide the project CM services and primary contact for the City Project Manager. Mr. Moore has multiple project experience of nearly identical facilities and complexities including installation on major roadways at night through heavily utility populated streets. Mr. Moore is also completely aware of requirements and expectations of the City of Oceanside's staff on their projects and will deliver as expected. Mr. Danny Robinson will provide the full time project inspection duties. Mr. Robinson has not only multiple similar like projects as an inspector, he also spent many years as a contractor superintendent and QC manager on HDPE pipeline projects. The combined experience between Bob Moore and Danny Robinson exceeds 20miles of HDPE pipeline installation.
- Included on our team are Kleinfelder to provide required geotechnical and materials testing responsibilities and Right of Way Eng. To perform surveying duties.
- An experienced team of professionals who truly understand the complexities of this project. There will be **"no learning curve"**, we are thoroughly familiar with City specifications, procedures, and personnel. We deliver an outstanding product the City expects on every project. Our team members have thoroughly studied the project plans and specifications and are completely familiar with all aspects of the project. Our overriding approach and philosophy is to engage and work shoulder-to-shoulder with City Project Manager and staff throughout this project as is part of our firm culture.



- Along with constant communication with the City, Contractor and utility agencies, IEC proposes using a **web based project management system** so up-to-date project information is at the City staff's fingertips including detailed daily reports, photos, submittals, RFI's, PCO's, Change Orders and all project logs. IEC has learned on previous projects that this tool ensures the entire project team is completely aware of the project status which can substantially remove unnecessary changes or delays. This will be offered to the City at no additional cost to the CM Contract.

Our team is completely dedicated to this project for the entire duration with no substitutions. IEC understands the importance of keeping the consistency of the team members from project inception through completion. This approach will ensure that we maintain full control of the project at all times throughout construction. Mr. Moore is thoroughly familiar with how the City wants their projects built and operated. We have assembled the best team possible to meet any project challenges.

We believe the key to the success of this project is the knowledge, experience and commitment that all of our team members possess. The IEC team brings to the City all of these attributes, along with unparalleled enthusiasm. We will commit whatever resources necessary to assure the City will achieve the expected successful completion of this project.

IEC is perfectly suited to complete this project and are excited about the opportunity to continue serving the City. Our commitment is to be an advocate of the City and to work diligently on your behalf. We will provide the City of Oceanside the peace of mind that this project will be constructed with your interests first. Thank you for your consideration.

Sincerely,

Bob Moore  
Principal Construction Manager

Skip Lewis  
President/Principal in Charge

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OCEANSIDE REGARDING A \$4.3 MILLION LOAN FROM THE WATER ENTERPRISE FUND TO THE WASTEWATER ENTERPRISE FUND

WHEREAS, the Water Utilities capital improvement plan includes a project for the replacement of 34,000 linear feet of pipeline constituting the City's existing land outfall, which was constructed in 1972;

WHEREAS, the Water Utilities capital improvement plan currently provides for the land outfall replacement project to commence in fiscal year 2012-2013, in order to allow time to collect sufficient revenue to fund the project from the wastewater enterprise fund;

WHEREAS, 6,200 linear feet of the existing land outfall has failed, requiring that this portion of the land outfall replacement project be accelerated and that an alternative source of funding for the project be identified on an emergency basis;

WHEREAS, the estimated cost of emergency design and construction for replacing 6,200 linear feet of land outfall is \$4,700,000; and

WHEREAS, the wastewater enterprise fund requires an additional \$4,300,000 in order to pay for the emergency land outfall replacement project.

NOW, THEREFORE, the City Council of the City of Oceanside does resolve as follows:

SECTION 1. A loan in the amount of four million three hundred thousand dollars (\$4,300,000) is hereby authorized from the City of Oceanside's water enterprise fund to the City of Oceanside's wastewater enterprise fund, for the purpose of funding the immediate design and construction of the land outfall replacement project.

SECTION 2. Interest on the principal amount of the loan shall be deferred until fiscal year 2010-2011 and thereafter shall accrue at a rate of 4.50%, which is the prevailing interest rate of the City's portfolio as of the date of this Resolution.

SECTION 3. The loan shall be repaid from the wastewater enterprise fund through annual principal and interest payments of \$300,000, commencing December 1, 2010, until paid in full, according to the amortization schedule attached hereto and incorporated as Exhibit A.

1 PASSED AND ADOPTED by the City Council of the City of Oceanside, California,  
2 this \_\_\_\_\_ day of \_\_\_\_\_, 2008, by the following vote:

3 AYES:

4 NAYS:

5 ABSENT:

6 ABSTAIN:

7  
8 MAYOR OF THE CITY OF OCEANSIDE

9  
10 ATTEST:

APPROVED AS TO FORM:

11  
12 \_\_\_\_\_  
13 City Clerk

  
\_\_\_\_\_  
City Attorney

14  
15 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OCEANSIDE  
16 REGARDING A \$4.3 MILLION LOAN FROM THE WATER ENTERPRISE FUND  
17 TO THE WASTEWATER ENTERPRISE FUND  
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Emergency Land Outfall Replacement Project  
Amortization Schedule

Conditions: \$4.3 million loan from Water Enterprise Fund to Wastewater Enterprise Fund @ 4.5% interest (prevailing portfolio interest rate). Annual payments fixed at \$300,000 per year until paid in full

Principal: \$4,300,000  
Interest Rate: 4.50%  
Maturity Date: 12/1/2033  
Payment Dates: 1-Dec  
Annual D/S Paymer \$ 300,000.00 (Beginning 12/01/10)

Payment Date	Principal	Interest	Annual D/S Payment	Outstanding Principal
12/1/2010	106,500.00	\$ 193,500.00	\$ 300,000.00	\$ 4,193,500.00
12/1/2011	111,292.50	188,707.50	300,000.00	4,082,207.50
12/1/2012	116,300.66	183,699.34	300,000.00	3,965,906.84
12/1/2013	121,534.19	178,465.81	300,000.00	3,844,372.65
12/1/2014	127,003.23	172,996.77	300,000.00	3,717,369.41
12/1/2015	132,718.38	167,281.62	300,000.00	3,584,651.04
12/1/2016	138,690.70	161,309.30	300,000.00	3,445,960.33
12/1/2017	144,931.78	155,068.22	300,000.00	3,301,028.55
12/1/2018	151,453.72	148,546.28	300,000.00	3,149,574.83
12/1/2019	158,269.13	141,730.87	300,000.00	2,991,305.70
12/1/2020	165,391.24	134,608.76	300,000.00	2,825,914.46
12/1/2021	172,833.85	127,166.15	300,000.00	2,653,080.61
12/1/2022	180,611.37	119,388.63	300,000.00	2,472,469.24
12/1/2023	188,738.88	111,261.12	300,000.00	2,283,730.35
12/1/2024	197,232.13	102,767.87	300,000.00	2,086,498.22
12/1/2025	206,107.58	93,892.42	300,000.00	1,880,390.64
12/1/2026	215,382.42	84,617.58	300,000.00	1,665,008.22
12/1/2027	225,074.63	74,925.37	300,000.00	1,439,933.59
12/1/2028	235,202.99	64,797.01	300,000.00	1,204,730.60
12/1/2029	245,787.12	54,212.88	300,000.00	958,943.47
12/1/2030	256,847.54	43,152.46	300,000.00	702,095.93
12/1/2031	268,405.68	31,594.32	300,000.00	433,690.25
12/1/2032	280,483.94	19,516.06	300,000.00	153,206.31
12/1/2033	153,206.31	6,894.28	160,100.59	-

Totals

\$ 2,760,100.59      \$ 7,060,100.59

**LAND OUTFALL EMERGENCY REPLACEMENT  
CONSTRUCTION RFP MAILING LIST**

Company	Address	City	State	Zip	Contact Name	Phone #	Fax #
ARB Construction	26000 Commercentre Dr.	Lake Forest	CA	92630	Steve	949-422-5232	949-454-7190
Don Hubbard Contracting Co.	1015-A Linda Vists Dr.	San Marcos	CA	92078-2613	Jason Hubbard	760-736-3241	
T-C Construction	10540 Prospect Ave.	Santee	CA	92071	Austin Cameron	619-448-4560 x117	
Cass Construction	1100 Wagner Drive	El Cajon	CA	92020	Mike Harrison	619-590-0929	619-590-1202
Vadnais Corp.	9164 Rehco Road	San Diego	CA	92121	Jeff Anderson	858-550-1460	858-550-1470
CCL Contracting	1938 Don Lee Place	Escondido	CA	92029	Bryan Lusky	760-743-2254	760-743-7251
Errecaas Inc.	12570 Slaughtherhouse Canyon Rd.	Lakeside	CA	92040	Max Frasier	619-390-6400	