



DATE: July 8, 2009
TO: Honorable Mayor and Councilmembers
FROM: Water Utilities Department
SUBJECT: **APPROVAL OF PROFESSIONAL SERVICES AGREEMENT WITH INFRASTRUCTURE ENGINEERING CORPORATION IN AN AMOUNT NOT TO EXCEED \$92,160 FOR PROJECT MANAGEMENT SERVICES ON A TIME-AND-MATERIAL BASIS FOR A VARIETY OF PROJECTS FOR A PERIOD OF UP TO SIX MONTHS**

SYNOPSIS

Staff and the Utilities Commission recommend that the City Council approve a professional services agreement with Infrastructure Engineering Corporation of Oceanside in an amount not to exceed \$92,160 for project management services on a time-and-material basis for a variety of Water Utilities Department projects for a period of up to six months; and authorize the City Manager to execute the agreement.

BACKGROUND

The Water Utilities Department has a project manager who will be out 2 to 6 months on a medical leave of absence. During this time a project manager is required on a short-term basis to provide adequate project management services for various existing and ongoing critical projects.

ANALYSIS

On May 12, 2009, a Request for Proposal (RFP) was sent to all of the Oceanside firms listed on the Water and Wastewater Consultant List (Exhibit A). The RFP requested that qualified firms provide management and oversight of projects from design through construction. The qualifications included background in the fields of water and wastewater operations, engineering and construction. Requirements included experience in project management and oversight of the review process of the California Environmental Quality Act (CEQA) guidelines and requirements; and assisting the public with information regarding water and wastewater issues affecting the community. The selected firm is to provide assistance for field operational needs; administer all contracts associated with projects; prepare project budgets, requests for proposals, and reports for committees, commissions and the City Council; make oral presentations; and manage emergency situations.

On May 26, 2009, the Water Utilities Department received two proposals from consulting firms proposing to perform the requested services and two letters from firms indicating they would not propose. Staff evaluated the proposals and one individual was selected from Infrastructure Engineering Corporation to provide the project management services (Exhibit B).

The exact schedule and project demands will be arranged by the Water Utilities Department but will be flexible enough to respond to seasonal needs or to increased demands by customers and client departments. The consultant will be paid on a time-and-material basis for actual work performed at a total not to exceed \$92,160. (Which will not be expended if the City employee returns early.)

FISCAL IMPACT

The Water and Wastewater Capital Improvement Projects (CIP) accounts have incidental funds available to be used for these expenditures in the amount of \$92,160. The costs of the project management services will be paid out of the individual CIP accounts that utilize those services. Budgeted funds are available for the project management services.

INSURANCE REQUIREMENTS

The City's standard insurance requirements will be met.

COMMISSION OR COMMITTEE REPORT

The Utilities Commission approved staff's recommendation at its regularly scheduled meeting on June 16, 2009.

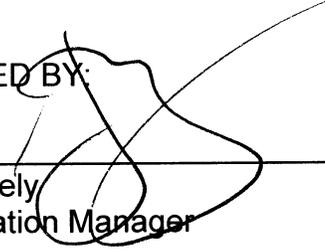
CITY ATTORNEY'S ANALYSIS

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

RECOMMENDATIONS

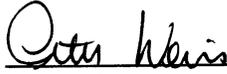
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PREPARED BY:



Greg Blakely
Administration Manager

SUBMITTED BY:



Peter A. Weiss
City Manager

REVIEWED BY:

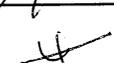
Michelle Skaggs Lawrence, Deputy City Manager

Lonnie Thibodeaux, Water Utilities Director

Teri Ferro, Financial Services Director







Attachment A: Request for Proposal Mailing List

Attachment B: Professional Services Agreement

Project Manager RFP Mailing List

Company	Address	City	State	Zip	First Name	Last Name	Title	Phone	Fax
Parsons Brinckerhoff	401 B Street, Suite 1450	San Diego	CA	92101	John	O'Donnell, P. E.	Senior Engineering Manager	619-338-9376	
RW Beck, Inc.	4167 Avenida De La Plata, Suite 115	Oceanside	CA	92056	John	Christopher		760-643-9617	
Infratructure Engineering Corporation	301 Mission Avenue, Suite 202	Oceanside	CA	92054	Preston	Lewis		760-529-0729	
PBS&J	2303 Nicklaus Drive	Oceanside	CA	92056	Skip	Griffin			
Carollo Engineers	615 South Tremont Street	Oceanside	CA	92054	Dennis	Wood			
Tetra Tech, Inc.	2141 El Camino Real, Suite J	Oceanside	CA	92054	Howard/Steve	Arnold/Tedesco		760-754-0550	

Exhibit A

Water Utilities CIP Project Management Services

CITY OF OCEANSIDE

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT, dated _____, 2009 for identification purposes, is made and entered into by and between the CITY OF OCEANSIDE, a municipal corporation, hereinafter designated as "CITY", and INFRASTRUCTURE ENGINEERING CORPORATION, hereinafter designated as "CONSULTANT".

RECITALS

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

NOW, THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

- 1.0 **SCOPE OF WORK.** CONSULTANT desires to perform Water Utility Project Management Services for various water and wastewater projects for six months. The services to be provided are described in the CONSULTANT'S scope of work and budget dated May 20, 2009, and attached hereto as Exhibit "A" and incorporated herein by this reference. The project is more particularly described as follows:
 - 1.1 **PROFESSIONAL SERVICES PROVIDED BY CONSULTANT.** The professional services to be performed by CONSULTANT shall consist of but not be limited to the following:
 - 1.1.1 Work closely with the 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 connection with this Agreement. The Water Utilities Director may delegate authority in connection with this Agreement to the Water Utilities Director's

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designees. For the purposes of directing the CONSULTANT'S performance in accordance with this Agreement, the Water Utilities Director delegates authority to Greg Blakely, Administration 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 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.
- 1.1.4 Provide office and field assistance to the City during the bidding and 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 projects.
 - 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 periodic visits to the site to monitor construction.
 - f. Attend meetings with the Water Utilities Director or his designees.
 - g. Provide construction management and inspection services as may be required.
- 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.
 - 1.2.4 Upon request, verify the location of existing CITY owned utilities.

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- 1.2.5 Provide all legal advertising mailings and postings required.
- 1.2.6 Duplicate all final plans and specifications.
- 1.2.7 Provide all necessary surveying and testing required for design, including geotechnical engineering services if required during construction.
- 1.2.8 Provide overall project management.
- 1.2.9 Provide coordination of all inquiries from prospective bidders during the bidding period.

2.0 **TIMING REQUIREMENTS**

- 2.1 Time is of the essence in the performance of work under this Agreement and the following timing requirements shall be strictly adhered to unless otherwise modified in writing as set forth in Section 2.2. 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 consultants under similar conditions. Contract specifications shall conform to the CITY'S specification procedures and the format of the CITY'S standard form Contract Documents for Public Works Construction.

4.0 **INDEPENDENT CONTRACTOR.** CONSULTANT'S relationship to the CITY shall be that of an independent contractor. CONSULTANT shall have no authority, express or implied, to act on behalf of the CITY as an agent, or to bind the CITY to any obligation whatsoever, unless specifically authorized in writing

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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 sole responsible for the performance of any of its employees, agents or subcontractors under this agreement.

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

- 5.0 **CITY BUSINESS LICENSE.** Prior to the commencement of any work under this agreement, the CONSULTANT shall obtain and present a copy of an Oceanside City Business License to the Water Utilities Director.
- 6.0 **WORKERS' COMPENSATION.** Pursuant to Labor Code section 1861, the CONSULTANT hereby certifies that the CONSULTANT is aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and the CONSULTANT will comply with such provisions and provide certification of such compliance as a part of these Award Documents. The certification shall be in accordance with Subsections 7.3 through 7.8 of this Agreement.
- 7.0 **LIABILITY INSURANCE.**
- 7.1 CONSULTANT shall, throughout the duration of this Agreement, maintain comprehensive general liability and property damage insurance, or commercial general liability insurance, covering all operations of CONSULTANT, its agents and employees, performed in connection with this Agreement including, but not limited to, premises and automobile.
- 7.2.1 CONSULTANT shall maintain liability insurance in the following minimum limits:

Comprehensive General Liability Insurance
(bodily injury and property damage)

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

Commercial General Liability Insurance
(bodily injury and property damage)

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General limit per occurrence	\$ 1,000,000
General limit project specific	\$ 2,000,000
<u>Automobile Liability Insurance</u>	\$ 1,000,000

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

- 7.2.2 If coverage is provided through a Commercial General Liability Insurance policy, a minimum of 50% of each of the aggregate limits shall remain available at all times. If over 50% of any aggregate limit has been paid or reserved, the CITY may require additional coverage to be purchased by the CONSULTANT to restore the required limits. The CONSULTANT shall also notify the CITY'S Project Manager promptly of all losses or claims over \$25,000 resulting from work performed under this contract, or any loss or claim against the CONSULTANT resulting from any of the CONSULTANT'S work.
- 7.3 All insurance companies affording coverage to the CONSULTANT for the purposes of this Section shall add the City of Oceanside as "additional insured" under the designated insurance policy for all work performed under this Agreement. Insurance coverage provided to the CITY as an additional insured shall be primary insurance and other insurance maintained by the CITY, its officers, agents and employees shall be excess only and not contributing with insurance provided pursuant to this Section.
- 7.4 All insurance companies affording coverage to the CONSULTANT pursuant to this Agreement shall be insurance organizations authorized by the Insurance Commissioner of the State of California to transact business of insurance in the state or be rated as A-X or higher by A.M. Best.
- 7.5 All insurance companies affording coverage shall provide thirty (30) days written notice to the CITY should the policy be cancelled before the expiration date. For the purposes of this notice requirement, any material change in the policy prior to the expiration shall be considered a cancellation.
- 7.6 CONSULTANT shall provide evidence of compliance with the insurance requirements listed above by providing a Certificate of Insurance and applicable endorsements, in a form satisfactory to the City Attorney, concurrently with the submittal of this Agreement.
- 7.7 CONSULTANT shall provide a substitute Certificate of Insurance no later than thirty (30) days prior to the policy expiration date. Failure by the CONSULTANT to provide such a substitution and extend the policy expiration date shall be considered a default by CONSULTANT and may subject the CONSULTANT to a

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suspension or termination of work under the Agreement.

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

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

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

9.0 **CONSULTANT'S INDEMNIFICATION OF CITY.** CONSULTANT shall indemnify and hold harmless the CITY and its officers, agents and employees against all claims or lawsuits for damages to persons or property 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 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

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interpreting this section, the CONSULTANT shall be deemed a “City officer or employee”, and this Section shall be interpreted in accordance with Government Code section 1090. In the event that the CONSULTANT becomes financially interested in any other CITY contract for this project, that other contract shall be void. The CONSULTANT shall indemnify and hold harmless the CITY, under Section 9 above, for any claims for damages resulting from the CONSULTANT’S violation of this Section.

12.0 **OWNERSHIP OF DOCUMENTS.** All plans and specifications, including details, computations and other documents, prepared or provided by the CONSULTANT under this Agreement shall be the property of the CITY. The CITY agrees to hold the CONSULTANT free and harmless from any claim arising from any use, other than the purpose intended, of the plans and specifications and all preliminary sketches, schematics, preliminary plans, architectural perspective renderings, working drawings, including details, computation and other documents, prepared or provided by the CONSULTANT. CONSULTANT may retain a copy of all material produced under this Agreement for the purpose of documenting their participation in this project.

13.0 **COMPENSATION.**

13.1 For work performed by CONSULTANT in accordance with this Agreement, CITY shall pay CONSULTANT in accordance with the schedule of billing rates set forth in Exhibit “A”, attached hereto and incorporated herein by reference. No rate changes shall be made during the term of this Agreement without prior written approval of the Water Utilities Director. CONSULTANT’S compensation for all work performed in accordance with this Agreement shall not exceed the total contract price of \$ 92,160.

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.

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- 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.

- 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

Water Utilities CIP Project Management Services

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.** No suit shall be brought on this contract unless all statutory claims filing requirements have been met.
20. **NOTICES.** All notices, demands, requests, consents or other communications which this Agreement contemplates or authorizes, or requires or permits either party to give to the other, shall be in writing and shall be personally delivered or mailed to the respective party as follows:

TO CITY:

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

TO CONSULTANT:

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

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

Communications shall be deemed to have been given and received on the first to occur:

- a. Actual receipt at the offices of the party to whom the communication is to be sent, as designated above, or
- b. Three (3) working days following the deposit in the United States mail of registered or certified mail, postage prepaid, return receipt requested, addressed to the offices of the party to whom the communication is to be sent, as designated above.

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

IN WITNESS WHEREOF the parties hereto for themselves, their heirs, executors, administrators, successors and assigns do hereby agree to the full performance of the covenants herein contained and have caused this Professional Services Agreement to be executed by setting hereunto their signatures on the dates indicated below:

Water Utilities CIP Project Management Services

INFRASTRUCTURE ENGINEERING CORPORATION

CITY OF OCEANSIDE

By: *Tina Lee, PRESIDENT*
Name/Title

By: _____
Peter A. Weiss, City Manager

Date: 6/8/2009

Date: _____

By: *Scott Wynnphrey, Director*
Name/Title

Date: 6/8/2009

APPROVED AS TO FORM:

01-0617154
Employer ID No.

Burt Hamilton, ASST.
City Attorney

NOTARY ACKNOWLEDGMENTS OF CONSULTANT MUST BE ATTACHED.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of SAN DIEGO }

On JUNE 8 2009 before me, NANCY M. CARLISLE NOTARY PUBLIC,
Date Here Insert Name and Title of the Officer

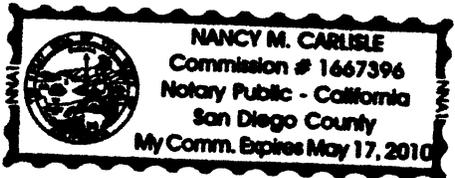
personally appeared PRESTON H. LEWIS
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.

Signature Nancy M. Carlisle
Signature of Notary Public



Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

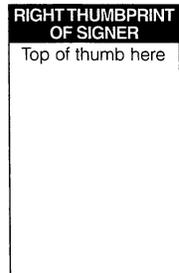
- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



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: _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of SAN DIEGO }

On JUNE 8, 2009 before me, NANCY M. CARLISLE, NOTARY PUBLIC
Date Here Insert Name and Title of the Officer

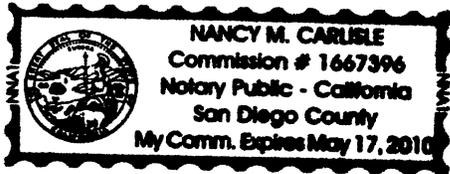
personally appeared SCOTT F. HUMPHREY
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.

Signature Nancy M. Carlisle
Signature of Notary Public



Place Notary Seal Above

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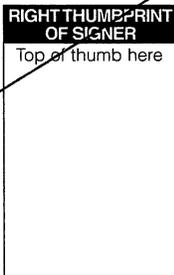
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Signer's Name: _____

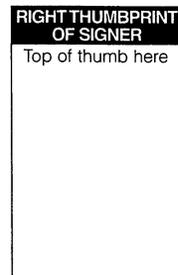
- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: _____

Signer's Name: _____

- Individual
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- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: _____

May 20, 2009

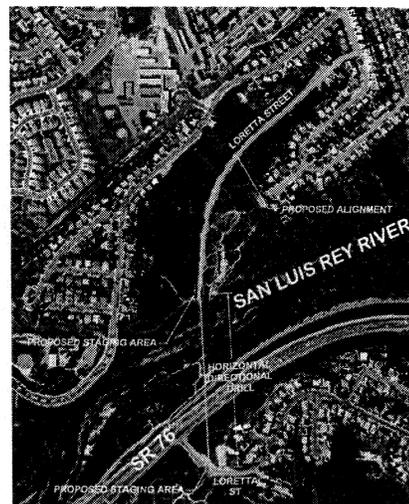
Mr. Greg Blakely, Administration Manager
Water Utilities Department
City of Oceanside
300 North Coast Highway
Oceanside, CA 92054

Reference: Proposal for Project Management Services

Dear Mr. Blakely:

Infrastructure Engineering Corporation (IEC) has the ideal candidate to provide Project Management Services for the City of Oceanside. Ms. Amy Czajkowski, P.E., has spent over five years in the in-house Project Manager role for the City of Oceanside's Water Utilities Department. She has established working relationships with the engineering, operations, and administrative staff at the City's Water Utilities Department. Each of the roles/services described in the Request for Proposal Ms. Czajkowski has fulfilled over the past 5 years. She has performed the following tasks which demonstrate her ability to handle and successfully perform the Project Manager role:

- Designed the Loretta Street Waterlines Replacement Project
- Performed construction management services for the 14" Brine Line & Rancho Del Oro Road Extension Project (Water and Sewer Portions)
- Finalized and obtained adoption by the City Council of the Water, Sewer, and Reclaimed Water Design & Construction Manual
- Prepared numerous Request for Proposals and managed various design projects (including in-house design and projects designed by outside consultants)
- Assisted the City's Project Engineer in Water Utilities with review of various Water and Sewer Impact Studies and trained the engineers in the process



IEC's approach to the project is to provide a Project Manager, Ms. Amy Czajkowski and assume the duration of the contract is for six months at a time of three days a week. However, if the workload warrants more than this time commitment then due to the close proximity of Ms. Czajkowski to both City Hall and City Operations Center (COC), can work with the City to accommodate the increased workload. ***The big advantage to Ms. Czajkowski in this role is that she will come in when needed and will be efficient with her time. If there are no project activities and the City does not have work for her she will standby until these parameters change. Therefore, IEC will not waste the City's time or money on this contract and come in only when needed.***

Ms. Amy Czajkowski, P.E., has over 17 years experience in the planning, design, and construction management of municipal water and wastewater projects. Her commitment and enthusiasm to her work is unmatched. She is an energetic and highly productive manager who has proven to be a tremendous asset to the City. She not only has established working relationships with the Water Utilities Department Staff but with all of the other staff in the other City departments which are required to successfully complete design and construction projects.

In order to facilitate your review, we have organized our proposal to present all of the information requested in your RFP. Included in our proposal is a summary of Ms. Czajkowski's professional experience, her understanding and approach to the project, corporate information, and project budget. Ms. Czajkowski has a five-year history of working with the City Staff and is excited about the possibility of continuing her service as a dedicated Project Manager with the City of Oceanside. Ms. Czajkowski has recently worked with the Water Utilities Department other Project Manager, Mr. Dafforn and therefore, workload and any other coordination can occur seamlessly.

Principal-in-Charge of the project is Mr. Preston Lewis, P.E. Mr. Lewis, President of IEC, will ensure that Ms. Czajkowski and other staff proposed herein will be dedicated to this position for the duration of the contract. **No substitutions will be made without City approval.** She will be available to the City up to three days a week.

Project Team

Ms. Amy Czajkowski, P.E., is a skilled Project Manager with strong technical and management capabilities. Besides the Water Utilities Department, Ms. Czajkowski has worked in the same role for Vallecitos Water District and Otay Water District. In both of these assignments she worked in the District's offices as an extension of staff. Her responsibilities included preparing consultant Requests for Proposals for capital improvement projects, performing preliminary engineering designs, preparing reports and studies, and managing consultant design contracts. Duties included managing projects from project inception, award to consultant, processing consultant/contractor contracts, processing pay requests, preparing and making presentations to District Boards, and coordinating projects with District staff. Ms. Czajkowski is a highly competent and well respected Project Manager. Included at the end of this proposal is Ms. Czajkowski's full professional resume. However, the following highlights Ms. Czajkowski's relevant experience, along with professional references.

CITY OF OCEANSIDE

- ***As-Needed Project Manager for the Water Utilities Department:*** Ms. Czajkowski has served as an in-house Project Manager for the City of Oceanside's Water Utilities Department for over five years. She has served as a Project Manager for construction management services, in-house design, managing design performed by other consultants, writing numerous RFPs, assisting in finalizing planning documents, etc. In addition, she has developed a great working relationship with the management, operations, and administrative staff. She has continuously worked to meet City deadlines and has helped in miscellaneous projects such as landscaping and other projects involving all of the other departments within the City. Ms. Czajkowski has also successfully represented the City in negotiations and arbitration proceedings for construction projects she managed.
- ***Project Engineer for the City of Oceanside's Water and Wastewater Master Plans:*** The experience Ms. Czajkowski gained working on the City's Master Plans provides her an in-depth understanding of the City's water and sewer system and Capital Improvement Program. As follow-up work to the master plans she also has completed numerous hydraulic modeling

studies to determine impacts of proposed developments. She also assisted the City with computer hydraulic modeling instruction to Mr. Ken Knatz.

OTAY WATER DISTRICT

- ***As-Needed Project Manager:*** Ms. Czajkowski worked as a full-time in-house Project Manager for the Otay Water District. Her responsibilities included managing CIP projects from inception through design and construction. Her responsibilities included issuing RFPs, managing consultant contracts, design reviews, and construction contract administration. Ms. Czajkowski also completed in-house design work, and prepared numerous engineering reports and studies.

Reference(s): Jim Peasley, P.E. / Pedro Porras, P.E.
(619) 670-2242 / (619) 670-2224

VALLECITOS WATER DISTRICT

- ***As-Needed Engineering:*** Ms. Czajkowski served as an in-house as-needed engineer for Vallecitos Water District. Her responsibilities included project design reviews, plan checking, and in-house design services.
- ***Capital Improvement Projects Design/Construction Administration Consultant:*** Ms. Czajkowski has provided project engineering and management on numerous capital projects for Vallecitos Water District. Projects range from specialty coating projects, reservoir rehabilitations, pipeline replacements to major reservoirs and pump stations.

Reference(s): Dennis Lamb / Ken Gerdes, P.E.
(760) 744-0460 / Same

OTHER LOCAL AGENCIES

- ***Successful Project Manager:*** Ms. Czajkowski is a successful Project Manager and has a proven track record for completing projects on schedule, within budget, and with limited change orders during construction. For example Ms. Czajkowski was the Project Manager/Engineer for the \$9 million **Miramar Road Pipeline** for the City of San Diego. Construction change orders for the project were limited to less than 1% of the total construction value. This project also involved overseeing the City's Environmental Assessment Services which secured the discretionary permits per CEQA for the project. Ms. Czajkowski has been the Project Manager for projects requiring discretionary permits from agencies such as the Coastal Commission, Fish and Game, Fish and Wildlife, and the Army Corp of Engineers. In addition, she has administered projects in which full Environmental Impact Reports (EIR) were required, along with extensive mitigation measures. Ms. Czajkowski understands project management from both the engineering aspects and the legal and administrative aspects, both of which are required for a successful Project Manager. This experience will ensure that the projects Ms. Czajkowski manages for the City of Oceanside will be done expeditiously and effectively.

Understanding and Approach

IEC is proposing to the services of Ms. Amy Czajkowski, P.E., for the position of in-house Project Manager. Ms. Czajkowski has worked on the planning, design and construction administration for various water, wastewater, and reclaimed water projects and has a working knowledge of many of the issues that are relevant to the City of Oceanside. She has worked on numerous projects for the City of Oceanside and understands the City's policies, procedures and standards. Most importantly to this project is Ms. Czajkowski's working knowledge of the City's water and wastewater systems, CIP projects, and hydraulic system models. Ms. Czajkowski has performed in-house project management

for the City for the past five years and has developed working relationships with City staff. Central to our approach is to continue to make her exclusively available to the City for up to three days a week. Ms. Czajkowski will be available to assist the City in whatever capacity is required. This can range from administrative to technical design assistance. Since Ms. Czajkowski has previously been in this role, she understands the level of effort and commitment it requires to integrate herself with the City's staff and perform whatever tasks are required to bring projects and/or assignments to completion. Since she has worked extensively with the City, there is no learning curve with the City's existing water and wastewater facilities, Capital Improvement Program, and administrative procedures. She also understands the City's organizational structure and how to work within the various departments. One intangible quality of an effective in-house Project Manager is someone who has the personality to be flexible and work in an ever changing environment. Ms. Czajkowski can switch gears depending on the priorities of the situations. She has been involved in many emergency design projects and has the ability to focus her attention immediately to the situation at hand without compromising quality. The characteristics that Ms. Czajkowski possesses that are required to be a success in this position include:

- Works to City's schedule
- Flexible and responsive
- Excellent communication and listening skills
- Proactive
- Easy to work with
- Ability to plan, organize, and prioritize
- Technically proficient

IEC's project approach is a simple one: to provide Ms. Czajkowski in order to match the City's needs. Ms. Czajkowski is able to match the City's requirements by being proficient in two areas, Management and Technical skills. Both of these are discussed below.

MANAGEMENT SKILLS

Ms. Czajkowski's management skills are well documented by her success as a Project Manager. Early in her career she took classes in Project Management so that her management skills would match her technical abilities. In taking these classes, she has learned the emphasis on listening, planning, organizing, and budgeting, in addition to overseeing personnel working on the projects. Being a successful Project Manager means to take responsibility of the entire project and learning to work with varying personalities and skill sets. Managing projects also means managing people and learning the best way to work with people in order to maximize their potential. Project Management can be divided into four categories: Project Planning, Project Start-up, Project Implementation, and Project Closeout. Each phase is critical to a successful project. Each of these phases has administrative items specific to the Water Utilities Department. Since Ms. Czajkowski has been at the City and learned each of these procedures, there is no learning curve.

TECHNICAL SKILLS

The technical skills required for this position follow the scope of work in the RFP. Ms. Czajkowski is fully capable of handling all of the tasks identified in the RFP and has demonstrated this ability during the previous As-Needed Project Manager contracts. Some of the key tasks that Ms. Czajkowski will be able to provide include:

- Manage projects ranging in construction cost from \$10,000 to \$20,000,000
- Oversee discretionary reviews for agencies required under CEQA guidelines
- Prepare RFPs and manage multiple consultants
- Coordinate with City staff to ensure timely processing of project approvals

- Operate Requirements for City Facilities
- Prepare quantity takeoffs and the development of cost estimates
- Perform Constructability Investigations of proposed designs
- Perform Field Investigations of New Facilities
- Perform AutoCAD
- Prepare graphics for City Council and/or community relations meetings
- Perform and/or check engineering calculations and reports including grading calculations, steel pipe calculations, hydraulic calculations, flow generation, water demand calculations
- Respond to Contractor's Request for Information and/or clarification, process pay requests, review submittals, respond to change order requests
- Manage weekly construction meetings

Base Rate and Project Budget

Ms. Czajkowski's billing rate for the duration of the six month contract, three days a week will remain at \$160/hour. Total estimated budget for full-time services for six months is \$92,160.

Statements: Infrastructure Engineering Corporation states that the Project Manager assigned to the project will not be substituted without prior City approval.

Infrastructure Engineering Corporation has reviewed the City's Professional Service Agreement and takes no exceptions.

Our Project Manager is available and ready to work for the City of Oceanside. Ms. Czajkowski is the ideal candidate for the City. She has demonstrated through the previous contracts the leadership, management/technical skills, experience, and desire to excel in this position. While on this assignment she will continue to serve the City with commitment and professionalism. We sincerely appreciate the opportunity to submit this proposal and continue our established working relationship with the City.

Sincerely,

Preston Lewis, P.E.
Principal-in-Charge

Enclosure: Professional Resume