ITEM NO. 7

# STAFF REPORT

CITY OF OCEANSIDE

DATE: June 17, 2009

TO: Honorable Mayor and City Councilmembers

FROM: Development Services Department

SUBJECT: **CHANGE ORDERS 18-20, 25, AND 27-30; AMENDMENT TO PSA; APPROPRIATION OF WATER UTILITIES DEPARTMENT FUNDS; AND APPROPRIATION OF HARBOR AND BEACHES DEPARTMENT FUNDS FOR THE PACIFIC STREET BRIDGE OVER THE SAN LUIS REY RIVER PROJECT**

## SYNOPSIS

Staff recommends that the City Council approve Change Orders 18-20, 25, and 27-30 in the amounts of $17,380, $34,038, $20,501, $63,752, $63,430, $383,606, ($34,002) and ($38,535), respectively, to Flatiron West, Inc., (formerly FCI Constructors, Inc.) for additional unforeseen work and for closing adjustments to the various Bid Item quantities of the Pacific Street Bridge Over the San Luis Rey River project, and authorize the City Engineer to execute the change orders; approve Amendment 1 in the amount of $800,000 to the agreement with Harris & Associates for the construction management of the project, for additional work requested by the City, and authorize the City Manager to execute the amendment; authorize the appropriation of Water Utilities Department funds in the amount of $369,192 for the installation of a 16-inch waterline; and authorize the appropriation of Harbor and Beaches Department funds in the amount of $14,000 for sidewalk and ADA ramp improvements.

## BACKGROUND

On August 2, 2006, the City Council awarded the construction contract to FCI Constructors, Inc., of Vista in the amount of $18,062,415. On October 11, 2006, the City Council approved the agreement for construction management services to Harris and Associates of San Diego. On September 9, 2008, the Pacific Street Bridge was opened to traffic two months ahead of schedule. On November 14, 2008, the restoration of parking lots 6, 7, 9, and 10 was complete, and all work shown in the contract plans, with the exception of off-site mitigation, was finished by the original contract completion date in December 2008. Off-site mitigation consists of vegetation, re-vegetation, and restoration of habitat as required by the California Department of Fish and Game Streambed Alteration Agreement. The contract provides for monitoring and maintenance of the off-site mitigation through the spring of 2011. In the event restoration does not occur at the success rate required in the Streambed Alteration Agreement by the spring of 2011, staff forecasts an additional cost of approximately $120,000 for monitoring and maintenance of the mitigation area.

To date, Change Orders 1-5, 7-11, 14-17, 21-24, and 26 have been administratively approved and Change Orders 6, 12, and 13 have been approved by City Council. Approval of Change Orders 18-20, 25, and 27-30 is being recommended by staff for additional unforeseen work and adjustments to Bid Item quantities. These change orders have been agreed to by Flatiron West, Inc., (formerly FCI Constructors, Inc.) to resolve the majority of the outstanding issues discussed during the current project closeout. The project closeout which began in January 2009 has consisted of project summaries, potential claims resolutions, and quantity overrun/under run evaluations that often occur on long, complex projects.

A Notice of Completion will not be issued at this time due to the above-mentioned environmental obligations, the reconstruction of the San Luis Rey River Bike Trail to Pacific Street, and the bike trail improvements within the ATS&F railroad right-of-way.

Amendment 1 to the construction management services agreement is recommended for the management and documentation of this work. In addition to the services required to manage the off-site mitigation, execute change orders, and perform project closeout, Harris & Associates provided additional services associated with bike trail reconstruction and with the recent April 23, 2009, Federal Highway Administration FIRE review (audit) of the project records and federal reimbursement policies. The services provided by Harris & Associates have increased during a project that was completed on time and was a result of a revised Department of Fish and Game Streambed Alteration Agreement. The Streambed Alteration Agreement prohibited work in the river from February 15 to September 15 of each year.

Staff and the consultant worked with the contractor for agreement revision that allowed work year-round rather than only 5 months per year and resulted in the traffic switch onto the bridge two months ahead of schedule. The revision decreased the construction cost by $38,535 but increased construction management demands for the complex structure during the once-prohibited summer months. The original Harris & Associates cost proposal of approximately $3.60 million for construction management services considered the sensitive river environment; extensive biological surveys; and coordination with Army Corps of Engineers, San Diego Regional Water Quality Control Board, U.S. Fish and Wildlife Service, California Department of Fish and Game, and California Coastal Commission, however the original PSA amount of $1.88 million was based on 10 percent of the construction contract amount and not the cost proposal. That 10 percent was the amount authorized by Caltrans for construction management.

The industry standard for construction management costs average from 10 to 15 percent of a construction contract amount on large projects. Staff is recommending an increase to the construction management PSA that is below the original proposal and remains within the average cost range.

The remaining work on the project is the previously mentioned mitigation and the bike trail reconstruction. Staff had provided updates in pass-through memorandums which indicated the bridge contractor would perform extra work for the bike trail under change order; however the contractor's bike trail improvement cost proposal of over $425,000

more than doubled the engineer's estimate of $200,000. Staff has restructured the extra work of the bike trail to accommodate the June 17, 2009, Race Across America event and anticipates administrative approval of agreements for the work in accordance with the procurement policy.

## ANALYSIS

Change Orders 18, 19, 20, 25, 27, 28, 29, and 30 in the amounts of $17,380, $34,038, $20,501, $63,752, $63,430, $383,606, ($34,002), and ($38,535) respectively, compensate the contractor for the extra work to reconstruct portions of the existing sea wall, reconstruct/remove asphalt pavement sections and pavement delineation, resolve abutment/drainage conflicts, resolve civil and structural material discrepancies, provide on-site mitigation, comply with SDG&E requirements and provide credits for omitted work. These change orders also provided for the extra work required to secure the site for the Ironman, Harbor Days, and July 4 events in 2008 and 2009. Copies of Change Orders 1-30 are attached to this report.

Amendment No. 1 in the amount of $800,000 compensates the consultant for the increased construction management services associated with the above-mentioned change orders, the continued off-site and on-site mitigations, the revised Streambed Alteration Agreement and resulting increase in staffing demands during the summer months, the recent FHWA audit, and bike trail plans and specifications. This Amendment also compensates the consultant at the Prevailing Wage as increased by the State of California Department of Industrial relations. A copy of Amendment No. 1 is also attached to this report.

The original construction funding for the project (501.737556.5392) was phased over a three-year period. The CIP budget appropriation of $2.9 million for FY 06-07 was less than the $5.0 million in expenditures. In FY 07-08 staff anticipated that the $9.7 million appropriation for that year would also fall short of expenditures and in December 2007 recommended that City Council approve an $8.1 million increase in the FY 07-08 appropriation to $17.8 million. Of the $17.8 million, $3.6 million was carried forward to FY 08-09. The current balance of $1.3 million is adequate to fund these change orders and amendment recommendations.

The estimated total cost authorized by the California Department of Transportation Division of Local Assistance (Caltrans DLA) for Preliminary Engineering (design), Right-of-Way, and Construction was $22.4 million with Federal Highway Administration funding commitment in the amount of $19.7 million. To date, the City has been reimbursed $18.1 million of the committed amount and will request the remaining $1.6 million at the release of retention. The City's share of the project total cost is within budget and the balance of $1.3 million in FY 08-09 remains after $23.6 million in expenditures since project inception. In addition to FHWA funding, work not eligible for federal reimbursement is funded by a Water Utilities Department amount of $369,192 for installation of the 16-inch waterline through the bridge and a Harbor and Beaches Department amount of $14,000 for sidewalk and ADA ramp improvements in parking

lot 7. Staff will submit an additional funding request to Caltrans for costs exceeding the current authorized amount through the Local Assistance post-construction cost process.

## FISCAL IMPACT

The amount of the original contract was $18,062,415. Change Orders 1-13 totaling $219,011 increased the construction contract amount to $18,281,426. Change Orders 14-17, 21-24, and 26 totaling $61,001 and Change Orders 18-20, 25, and 27-30 totaling $510,170 increase the current construction contract amount to $18,852,602.

The amount of the professional services agreement with Harris and Associates was $1,887,422. Amendment 1 increases that amount by $800,000 to $2,687,442.

With the majority of project closeout complete, the estimated total project expenditure is $24.8 million. With approval of budget appropriations of $369,192 from the Water Utilities Department (715.855531.5702) and $14,000 from Harbor and Beaches Department (751.596285.5392) to (501.737556.5392), a balance of $0.6 million is the anticipated carry forward to the FY 09-10 budget. Resolution on the remaining item adjustments, quantity evaluations, and project closeout, with the exception of off-site environmental mitigation is expected in FY 09-10.

The current budget is adequate to fund the estimated $24.8 million expenditure and Staff will request reimbursement for costs up to and in excess of the $19.7 million funding originally authorized through the Caltrans Local Assistance Program.

## INSURANCE REQUIREMENTS

The City's standard insurance requirements have been and will continue to be met.

## COMMISSION OR COMMITTEE REPORT

Does not apply.

## CITY ATTORNEY'S ANALYSIS

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

## RECOMMENDATION

Staff recommends that the City Council approve Change Orders 18, 19, 20, 25, 27, 28, 29 and 30 in the amounts of $17,380, $34,038, $20,501, $63,752, $63,430, $383,606, ($34,002) and ($38,535), respectively, to Flatiron West, Inc., (formerly FCI Constructors, Inc.) for additional unforeseen work and for closing adjustments to the various Bid Item quantities of the Pacific Street Bridge Over the San Luis Rey River project, and authorize the City Engineer to execute the change orders; approve Amendment 1 in the amount of $800,000 to the agreement with Harris & Associates for the construction management of the project, for additional work requested by the City, and authorize the City Manager to execute the amendment; authorize the appropriation of Water Utilities Department funds in the amount of $369,192 for the installation of a 16-inch waterline; and authorize the appropriation of Harbor and Beaches Department funds in the amount of $14,000 for sidewalk and ADA ramp improvements.

PREPARED BY:

David Toschak
Senior Civil Engineer

SUBMITTED BY:

Peter A. Weiss
City Manager

REVIEWED BY:

Michelle Skaggs Lawrence, Deputy City Manager

George Buell, Development Services Director

Scott O. Smith, City Engineer

Teri Ferro, Financial Services Director

ATTACHMENTS:

Amendment 1

Change Orders 1-30

**CITY OF OCEANSIDE**
**AMENDMENT 1 TO**
**PROFESSIONAL SERVICES AGREEMENT**

**PROJECT: Pacific Street Bridge Construction Management: (737556)**

THIS AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT (hereinafter "Amendment"), 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 Harris & Associates, a California corporation, hereinafter designated as "CONSULTANT."

## RECITALS

WHEREAS, City and Consultant are the parties to that certain Professional Services Agreement dated October 11, 2006, hereinafter referred to as the "Agreement", wherein Consultant agreed to provide certain services to the City as set forth therein;

WHEREAS, the parties desire to amend the Agreement to provide for changes and/or modifications to the compensation and time requirements.

## AMENDMENT

NOW, THEREFORE, as set forth herein, the parties hereto do mutually agree that the Agreement shall be amended as follows:

1. SECTION 7, COMPENSATION, IS HEREBY AMENDED BY ADDING A LUMP SUM FIXED AMOUNT NOT TO EXCEED $800,000 FOR THE ADDITIONAL WORK FOR A TOTAL CONTRACT AMOUNT NOT TO EXCEED $2,687,442.

2. SECTION 8, TIMING REQUIREMENTS, IS HEREBY AMENDED BY ADDING 150 WORKING DAYS FOR A TOTAL OF 757 WORKING DAYS FOR ALL WORK TO BE COMPLETED IN EVERY DETAIL TO THE SATISFACTION OF THE ENGINEER. CONSTRUCTION MANAGEMENT SHALL BE INCREASED 58 DAYS FOR A TOTAL OF 583 WORKING DAYS AND POST-CONSTRUCTION SHALL BE INCRASED 92 DAYS TO 112 WORKING DAYS ENDING AUGUST 2009.

3. Except as expressly set forth in this Amendment, the Agreement shall remain in full force and effect and is hereby ratified and reaffirmed.

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

IN WITNESS WHEREOF the parties hereto being duly authorized on behalf of their respective entities to execute this Amendment, do hereby agree to the covenants contained in the Agreement, including this Amendment and have caused this Amendment to be executed by setting hereunto their signatures on the dates set forth below.

HARRIS & ASSOCIATES

By: _____ V.P.
Name/Title

Date: 6.10.09

By: _____ CFO,
Name/Title Marian Ross

Date: 6/10/09

94-2385238
Employer ID No.

CITY OF OCEANSIDE

By: _____
Peter Weiss, City Manager

Date: _____

APPROVED AS TO FORM:

_____ Asst.
City Attorney

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

# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California
County of Orange }

On June 10, 2009 (Date) before me, Nancy Irene Arroyo, Notary Public (Here Insert Name and Title of the Officer),
personally appeared David T. Seevers, Marian Ross (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 Irene Arroyo (Signature of Notary Public)

NANCY IRENE ARROYO
Commission # 1848674
Notary Public - California
Orange County
My Comm. Expires Jun 7, 2013

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: Amendment 1 to Agmt. - Pacific St. Bridge

Document Date: June 10, 2009 Number of Pages: 2

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: _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

Signer's Name: _____
☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

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I 11/06 (10)
City Original

# CITY OF OCEANSIDE

## PROFESSIONAL SERVICES AGREEMENT

**PROJECT: Pacific Street Bridge Construction Management: (501.737556)**

THIS AGREEMENT is made and entered into this 11th day of October, 2006, by and between the CITY OF OCEANSIDE, a municipal corporation, hereinafter designated as "CITY", and Harris & Associates, a California corporation, hereinafter designated as "CONSULTANT."

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

1. **SCOPE OF WORK.** The project is more particularly described as follows: Provide construction management services for the construction survey, materials testing, biological monitoring and construction administration services, as detailed in the scope of services in Exhibit A.

2. **INDEPENDENT CONTRACTOR.** CONSULTANT'S relationship to the CITY shall be that of an independent contractor. CONSULTANT shall have no authority, express or implied, to act on behalf of the CITY as an agent, or to bind the CITY to any obligation whatsoever, unless specifically authorized in writing by the City Engineer. The CONSULTANT shall not be authorized to communicate directly with, nor in any way direct the actions of, any bidder or the construction contractor for this project without the prior written authorization by the City Engineer. CONSULTANT shall be 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.

   The CONSULTANT shall perform the work contemplated with resources available within its own organization and no portion of the work pertinent to this contract shall be subcontracted without written authorization by the City's Contract Manager, except that which is expressly identified in the CONSULTANT'S Cost Proposal. Any subcontract in excess of $25,000, entered into as a result of this contract, shall contain all the provisions stipulated in this contract to be applicable to Sub consultants. Any substitution of Sub consultants must be approved in writing by the City's Contract Manager in advance of assigning work to a substitute Sub consultant.

   The City reserves the right to terminate this contract immediately in the event of breach or failure of performance by the CONSULTANT, or upon thirty (30) calendar day written notice to the CONSULTANT if terminated for the convenience

of the City. The City may terminate this Agreement and be relieved of any payments except as provided for under early termination should the CONSULTANT fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination, the City may proceed with the work in any manner deemed proper by the City. All costs to the City shall be deducted from any sum due the CONSULTANT under this agreement and the balance, if any, shall be paid to the CONSULTANT upon demand. In the event the contract is terminated for the convenience of the City, the CONSULTANT shall be paid for the percentage of the work completed, relative to the total work effort called for under this contract, and for termination costs. Within 30 days of the date the CONSULTANT is notified of early termination for the convenience of the City, the CONSULTANT shall prepare and submit to the Contract Manager, for approval, two (2) separate supplemental cost proposals:

1. a final revised cost proposal for all project-related costs to the revised termination date, and
2. a cost proposal specifically addressing the termination settlement costs only.

The CONSULTANT reserves the right to terminate this contract upon thirty (30) calendar day written notice to the City. In the event of such termination, the City may proceed with the work in any manner deemed proper by the City. In the event the contract is terminated for the convenience of the CONSULTANT, the CONSULTANT shall be paid for the work completed under this contract. Within 30 days of the date the City is notified of early termination for the convenience of the CONSULTANT, the CONSULTANT shall prepare and submit to the Contract Manager, for approval, two (2) separate supplemental cost proposals:

1. a final revised cost proposal for all project-related costs to the revised termination date, and
2. a cost proposal specifically addressing the termination settlement costs only.

Settlement costs may include such items as subcontract settlement costs, costs required to terminate the services including preparation of any documentation, and other unavoidable costs. Administrative costs may also be recovered. Costs for staff, equipment or supplies that can be effectively utilized by the firm on other projects should not be included.

3. **WORKER'S 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 Worker's 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 this Agreement.

## 4. LIABILITY INSURANCE.

**4.1.** 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.

**4.2** 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 aggregate | $ 2,000,000 |
| Automobile Liability Insurance | $ 1,000,000 |

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

**4.3** 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.

**4.4** All insurance companies affording coverage to the CONSULTANT for the purposes of this Section shall add the City of Oceanside as "additional insured" under the designated insurance policy for all work performed under this agreement. Insurance coverage provided to the City as additional insured shall be primary insurance and

other insurance maintained by the City of Oceanside, its officers, agents, and employees shall be excess only and not contributing with insurance provided pursuant to this Section.

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

**4.6** 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.

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

**4.8** 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.

**4.9** 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.

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

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

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

conduct, negligent acts, errors or omissions or wrongful acts of conduct of the CONSULTANT, or its employees, agents, subcontractors, or others to the extent caused by negligent execution of work covered by this Agreement, except for those claims arising from the willful misconduct, sole negligence or active negligence of the CITY, its officers, agents, or employees. CONSULTANT'S indemnification shall include any and all costs, expenses, attorneys' fees, expert fees and liability assessed against or incurred by the CITY, its officers, agents, or employees in defending against such claims or lawsuits, whether the same proceed to judgment or not. Further, CONSULTANT at its own expense shall, upon written request by the CITY, defend any such suit or action brought against the CITY, its officers, agents, or employees resulting or arising from the conduct, tortuous acts or omissions of the CONSULTANT.

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

In the event the CONSULTANT or the CITY, its officers, agents, or employees must defend against a claim or lawsuit, or threat of a claim or lawsuit, the CITY agrees to budget an amount not to exceed $100,000 to compensate the CONSULTANT in part for costs, expenses, attorney's fees, expert fees and liability assessed against the CONSULTANT in defending such claims or lawsuits. The CONSULTANT shall not perform, nor be compensated, for work associated with this task without the prior written authorization of the CITY. The CITY shall not withhold authorization, in the event any claim is brought against the CONSULTANT or its insurance resulting from work performed on the Project.

7. **COMPENSATION.** The CONSULTANT shall be paid the specified hourly rate for each class of employee engaged directly in the work in accordance with Exhibit A which includes the CONSULTANT'S direct labor costs, fringe benefits, overhead, general and administration costs, and net fees. Other direct costs will be reimbursed as actual cost items in accordance with Exhibit A. CONSULTANT'S compensation for all work performed in accordance with this Agreement, shall not exceed the total contract price of $1,887,422.

The contract amount of $1,887,422 is a budget estimate and may need to be supplemented from time to time by written amendment to this agreement in order for the CONSULTANT to perform the work contemplated under this agreement.

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

Prior authorization in writing by the Contract Manager shall be required before the CONSULTANT enters into any non-budgeted purchase order or subcontract exceeding $500 for supplies, equipment, or CONSULTANT services. The CONSULTANT shall provide an evaluation of the necessity or desirability of incurring such costs. For purchase of any item, service or consulting work not covered in the CONSULTANT'S Cost Proposal and exceeding $500, with prior authorization by the Contract Manager, three (3) competitive quotations must be submitted with the request or the absence of bidding must be adequately justified. The CONSULTANT shall maintain an inventory record for each piece of non-expendable equipment purchased or built with funds provided under the terms of this contract. The inventory record of each piece of such equipment shall include the date and any other information or description necessary to identify said equipment. Non-expendable equipment so inventoried are those items of equipment that have a normal life expectancy of one (1) year or more and an approximate unit price of $5,000 or more. In addition, theft-sensitive items of equipment costing less than $5,000 shall be inventoried. A copy of the inventory record must be submitted to the City upon request. At the conclusion of the contract or if the contract is terminated, the CONSULTANT may either keep the equipment and credit the City in an amount equal to its fair market value or sell such equipment at the best price obtainable, at a public or private sale, in accordance with established City procedures, and credit the City in an amount equal to the sales price. If the CONSULTANT elects to keep the equipment, fair market value shall be determined, at the CONSULTANT'S expense, on the basis of a competent, independent appraisal of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable to the City and CONSULTANT. If it is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by the City. CFR 49, Part 18 requires a credit to Federal funds when participating equipment with a fair market value greater than $5,000, is credited to the project. Any subcontract entered into as a result of this contract, shall contain all the provisions of this Exhibit.

Reimbursement for transportation and subsistence costs shall not exceed the rates to be paid non-represented/excluded State employees under current State Department of Personnel Administration rules.

The CONSULTANT agrees that the Contract Cost Principles and Procedures contained in 48 CFR Federal Acquisition Regulations System, Chapter 1, Part 31 et seq., shall be used to determine the allowability of individual items of cost. The CONSULTANT also agrees to comply with Federal procedures in accordance with 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments. Any Costs for which payment has been made to the CONSULTANT that are determined by subsequent audit to be

unallowable under 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31 et seq. or 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments, are subject to repayment by the CONSULTANT to the State. Any subcontract in excess of $25,000, entered into as a result of this contract, shall contain all the provisions of this Exhibit.

8. **TIMING REQUIREMENTS.** Time is of the essence in the performance of work under this Agreement and the timing requirements shall be strictly adhered to unless otherwise modified in writing. All work shall be completed in every detail to the satisfaction of the Engineer within 607 working days. Pre-construction shall take place in 62 working days beginning in September, 2006; Construction management shall take place in 525 working days; Post-construction shall take place in 20 working days ending in January, 2009. Since the period of work is contingent on the Construction Contractor's schedule, these timing requirements may be modified from time to time by written amendment to this Agreement.

9. **RETENTION OF RECORDS/AUDIT CLAUSE.** For the purpose of determining compliance with Public Contract Code Section 10115, et. seq. and Title 21, California Code of Regulations, Chapter 21, Section 2500 et. seq., when applicable, and other matters connected with the performance of the contract pursuant to Government Code Section 8546.7, the CONSULTANT, Sub consultants, and the City shall maintain all books, documents, papers, accounting records, and other evidence pertaining to the performance of the contract, including but not limited to, the costs of administering the contract. All parties shall make such materials available at their respective offices at all reasonable times during the contract period and for three (3) years from the date of final payment under the contract. The State, State Auditor, FHWA, or any duly authorized representative of the Federal government having jurisdiction under Federal laws or regulations (including the basis of Federal funding in whole or in part) shall have access to any books, records, and documents of the CONSULTANT that are pertinent to the contract for audits, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested.

10. **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.

11. **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.

12. **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.

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

IN WITNESS WHEREOF the parties hereto for themselves, their heirs, executors, administrators, successors, and assigns do hereby agree to the full performance of the covenants herein contained and have caused this Professional Services Agreement to be executed by setting hereunto their signatures this 11th day of October, 2006.

HARRIS AND ASSOCIATES

By: _____
Name/Title Jeffrey M. Cooper, SR. Vice Pres.

By: _____
Name/Title

94-2385238
Employer ID No.

CITY OF OCEANSIDE

By: _____
Barry Martin, City Manager

APPROVED AS TO FORM:

_____
City Attorney

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

# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Orange } ss.

On Sept. 21, 2006 (Date) before me, Nancy Irene Arroyo, Notary Public (Name and Title of Officer (e.g., "Jane Doe, Notary Public"))

personally appeared Jeffrey M. Cooper (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.

NANCY IRENE ARROYO
Commission # 1585876
Notary Public - California
Orange County
My Comm. Expires Jun 7, 2009

WITNESS my hand and official seal.

Place Notary Seal Above

Nancy Irene Arroyo
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: Professional Services Agreement

Document Date: Sept. 21, 2006 Number of Pages: 8

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: _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

Signer's Name: _____

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

Signer Is Representing: _____

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# Exhibit A
# City of Oceanside
# Scope of Services

## Project Description

The proposed Pacific Street Bridge project will include the following:

- A 600-foot long, 4-span, cast-in-place, prestressed, concrete, hunched, box girder bridge, supported on three cast-in-drilled-hole (CIDH) pile extensions and seat-type abutments, with a traffic lane, bike path and sidewalk in each direction.
- Harbor Drive South and Pacific Street will be realigned vertically to meet the bridge approaches.
- Mechanically stabilized earth retaining walls to raise Harbor Drive South.
- Relocation of utilities within the existing Harbor Drive South.
- Removal of existing asphalt concrete pavement and storm drain pipes at the current low water crossing.
- Re-creation of coastal wetlands upstream on the north side.

Construction of the Bridge is expected to proceed from a temporary trestle constructed within the river. Following the driving of the first row of piles, the trestle floor beams will be placed in order to provide the initial platform area for the construction equipment. The subsequent segments of trestle will be constructed in the same fashion.

The cast-in-drilled holes (CIDH) piles for the bridge will be constructed by vibrating a 10 to 20 foot diameter steel casing in place. A smaller diameter casing, the size of the required pile, will then be vibrated in place. Dewatering and drilling operations will proceed within the steel casings. A rebar cage will then be placed inside the hole and concrete will be pumped into the casing.

Falsework framing for construction of the bridge superstructure will be placed directly beneath the alignment of the bridge. Steel piles will be driven to support the falsework. Construction documents will specify an allowable maximum projected area of the falsework that the Contractor may construct.

Construction documents will specify a time window for the pile driving operation, between September 1 and March 14, which is outside the nesting season for least bells vireo. The pre-approved BMP plan will address the preservation of the water quality during construction.

Mechanically Stabilized Embankment (MSE) walls with architectural treatment will be constructed on both the north and south sides of South Harbor Drive. Some surcharge of the roadway area will be required.

Because of the use of MSE walls to raise South Harbor Drive, all the utilities that are currently in South Harbor Drive will be relocated to the adjacent parking lots. Water, sewer, electrical, gas and television cable will all be relocated into the parking lot. A 16-

inch ductile iron water main will also be installed within the new bridge. A portion of the existing relief wells along harbor Drive will also remain in place as shown on the plans.

The site soils primarily consist of sand mixed with silt and fine gravels. The beach deposits consist of nonintegrated sand. The alluvium consists primarily of stream and estuary sand and sandy silt deposits. The shallow surface soils underlying the San Luis Rey River are predominantly granular. The upper 46 feet of subsurface soils include sands that are potentially liquefiable. These soils also underlie the proposed approach embankments with potential for lateral spreading and scour.

The Environmental Impact Report has been certified. Permits have been received from the Regional Water Quality Control Board, the Army Corps of Engineers, the State Department of Fish and Game and the California Coastal Commission.

The CITY shall provide copies of applicable permits and conditions of approval to the Consultant prior to commencement of the work contemplated by this Agreement.

## 1.1 Project Controls System Development

*Purpose:*
To provide Harris managers and CITY staff with current information regarding schedule, budgets, expenditures, and change orders in an integrated cost and schedule information system.

The master schedule of the Project Controls System (PCS) will enable critical activities and interrelationships between the contractors, suppliers, the CITY, the CITY's engineer(s), design engineers, utility companies, biologist and construction manager (including its subcontractors) to be monitored efficiently during the construction phase of the project. The master schedule will identify permit constraints, work area restrictions and other known work and/or coordination constraints.

The cost-monitoring element of the PCS will enable project-wide monitoring of expenditures for comparison with the original budgets and budget updates resulting from change orders processed during the life of the project. Monthly reporting will enable accurate cost forecasting at any time.

The automation of the above information will enable timely analysis, intervention, and decision making to enable efficient control of the project.

*Approach:*
Harris will develop the PCS using Primavera *P3* and *Expedition*, Microsoft *Word* and *Excel* software. A master schedule will be developed summarizing all significant activities of project related entities including the contractor, equipment suppliers, the CITY and its engineer(s), design consultants, biologist, and the construction manager. The schedule will be structured to include the following:

- Primary contractor work activities, including major submittals required to accomplish the work.
- Principal work activities of the Harris's construction manager, the CITY's engineer(s), design consultants, biologist, contractors, and suppliers.
- Activities necessary for regulatory compliance.
- Activities related to utility relocations.
- Relationships between submittals, approvals, procurement, and delivery of materials.
- Milestones associated with permitting and approvals.
- Any activity requiring coordination with the CITY.
- Substantial and final completion dates.

The cost accounting format will use a work breakdown structure and cost categories that will be compatible with the CITY's cost accounting system. The work breakdown structure will be based on contractor's activities and will provide the basis for cost-loading activities in the schedule.

*Assumptions:*

1. The initial master project schedule will be developed based on information available before the award of contracts for construction.
2. The CITY will provide a description of the CITY invoicing requirements and guidelines for project work breakdown structure and cost reporting format.
3. CITY will provide copies of all consultant contracts including scope of services and budgets.

*Deliverables:*

1. Implementation of Project Control System.
2. Draft master project schedule.
3. Initial master project schedule following review and approval by the CITY.
4. Initial project cost.

### 1.2 Monthly Project Progress Meetings and Reports

*Purpose:*

To apprise CITY management and other stakeholders of Harris' activities under this contract via written report and monthly meeting.

*Approach:*
Harris will provide a brief written report covering a summary of the status and expenditures associated with each of the tasks described in this scope of work; including highlights of any unusual contractual issues that arise during the reporting period.

Harris will schedule monthly progress meetings, which will provide for discussion of progress reports and issues related to (a) this agreement and (b) the construction agreements.

*Assumptions:*
1. The project monthly progress report will be provided throughout the contract period for an estimated duration of 24 months.
2. A regular monthly meeting date and time will be established. Meeting date is typically the first week of each month, the same day of the week, i.e., Monday, Tuesday, etc.
3. Written progress reports will be provided to the CITY at least 5 working days in advance of each progress meeting.
4. CITY to submit proposed changes/amendments to the monthly progress reports, in writing, to Harris for its use.

*Deliverables:*
1. Monthly project progress report.
2. One page summary report.
3. Monthly progress review meetings with minutes/summaries.

### 1.3 Document Management System

*Purpose:*
To establish a system for the timely logging, filing, and tracking of project related correspondence to assure timely responses, provide a record of communications to enable efficient retrieval and establish the chronology of events for use in dispute resolution.

*Approach:*
Harris will set up a document tracking system; using Primavera *Expedition* to maintain project files.

*Assumptions:*
1. Actual logging, filing, and tracking of project information will be performed under separate tasks and subtasks.
2. The Harris File Index will be modified to conform to the Caltrans filing numbering system.

*Deliverables:*
Implementation of a computerized document management system including written procedures for use of the Harris project team.

### 1.4 Neighborhood Liaison Strategy

*Purpose:*
To provide a strategy for dealing with issues related to the impacts of construction on the residential neighborhoods and businesses located adjacent to and within the limits of the project.

*Approach:*
Harris will develop in conjunction with the CITY a strategy for neighborhood communication related to construction phase impacts and mitigation.

*Assumptions:*
Harris will be responsible for development of the neighborhood liaison strategy. However, the CITY will provide general guidelines for neighborhood affairs, dictate protocol, and initiate contact with local elected officials, if required. The CITY will be responsible for the review and approval of the overall plan. Harris will utilize its sub consultant to assist in the development of the draft plan. The neighborhood liaison strategy will be memorialized in a memorandum of understanding between Harris and the CITY.

*Deliverables:*
1. Harris: Draft Action Plan
2. CITY: Review and comment on action plan.
3. Harris: Draft Neighborhood affairs strategy memorandum.
4. CITY: Comments on draft strategy memorandum.
5. Harris: Final Neighborhood affairs strategy memorandum.

### 1.5 Sub-Consultant Management:

*Purpose:*
To coordinate and manage sub-consultant services contracted with Harris. Sub-consultants include inspectors, materials testing consultants, biologists, surveyors and /or others, to be determined at a later date and secured at reasonable rates.

*Approach:*
Harris will coordinate and manage the utilization of sub-consultants for the CITY in order to comply with the terms of the contract documents and the requirements of regulatory agencies.

At the CITY's direction, Harris will negotiate and enter into sub-consultant agreements with select sub-consultants.

Harris will work with consultants contracted directly with the CITY. Harris will review and approve invoices provided by CITY consultants and forward said invoices to the CITY for processing and payment.

*Assumptions:*

1. The CITY will retain final approval rights over invoices for CITY contracted consultants.
2. All costs associated with Harris' sub-consultant services will be billed to the CITY in conjunction with Harris' services on a monthly basis.

*Deliverables:*

1. Copies of all sub consultant reports. Original reports will remain with Harris until project closeout, at which time all originals will be forwarded to the CITY.
2. Copies of all sub-consultant invoices billed through Harris.
3. Original invoices reviewed and approved by Harris for CITY contracted consultants.

### 1.6 Construction Strategies

*Purpose:*

To provide CITY with alternative construction strategies for the project, as mitigation for impacts during construction.

*Approach:*

Harris will provide experienced construction staff to review proposed contract documents, and seek innovative alternatives to reduce contract time and potential CITY costs. Harris will assist CITY in developing alternate strategies for mitigating delays and impacts for on-going projects. After review of all documents, in both cases Harris will begin by leading a "brain storming" session to put all ideas on the table, and then review and refine alternatives that work best for the situation.

*Assumptions:*

The Harris-proposed strategies are alternate solutions and are not meant to be critical of the original design.

*Deliverables:*

A narrative report of alternative construction strategies to the original the design.

### 1.7 Contract Negotiations (optional service)

*Purpose:*

To negotiate fair and equitable third-party contracts for the CITY.

*Approach:*

Harris will meet with CITY and identify CITY concerns and requirements for the proposed third-party contract. Harris will assess conditions and scope of services and

develop a strategy for negotiations. Harris will then negotiate with the third party and present negotiated contract to CITY for approval.

*Assumptions:*
Harris is acting as Agent or Project Manager for the CITY and only the CITY will have authority for final approval of the contract.

*Deliverables:*
Harris will deliver negotiated contract to CITY for final approval and signature.

## TASK 2 –Pre-Construction Phase Services

Harris shall provide specialized services during the project Pre-Construction phase, including the bidding periods of the project. These services are intended to involve the construction manager early in the project and to provide advanced planning for construction phase activities.

### 2.1 Construction Management Plan

*Purpose:*
To provide the CITY and Harris with uniform procedures and standards for the administration of the construction contract.

*Approach:*
Harris will develop a procedures manual that is usable for the construction project utilizing the Caltrans Construction Management Manual, portions of the Local Assistance Manual and the Harris Construction Management Procedures Manual. The Manual will be a compilation of both manuals, using various parts from both manuals as appropriate and incorporating a section concerning emergencies. The CITY approved manual will used by the CITY as it deems appropriate.

*Assumptions:*
The final project manual will be bound in a three ring binder to facilitate future revisions.

*Deliverables:*
Draft project manual for review by the CITY. Harris will provide two (2) copies of the draft.

1. After review and comments, provide two (2) copies of final project manual to the CITY.

### 2.2 Storm Water Pollution Prevention Plan (SWPPP)

*Purpose:*
To protect the CITY from potential fines from regulatory agencies by monitoring contractors' activities regarding pollution prevention controls and/or activities for general compliance with the contractor's SWPPP Best Management Practices (BMP).

*Approach:*
Harris will observe the contractor's work area for general compliance with the SWPPP Best Management Practices (BMP) and notify the contractor if the pollution prevention controls are not in accordance with the SWPPP. Failure to revise and correct conditions will be cause to have the CITY take corrective action. Immediate shutdown of the contractor's work may be required, if conditions are in non-compliance with the SWPPP or other permit conditions.

*Assumptions:*
1. Harris will not provide full time inspections of contractor's work areas for compliance with the contractor(s) SWPPP and BMP.
2. Harris will not be responsible for contractor(s) means and methods for complying with the BMP listed in the SWPPP.
3. Harris will not be responsible for costs incurred by the contractor(s) for its failure to comply with its SWPPP.
4. Harris will document site conditions with respect to SWPPP and BMP weekly and maintain a separate file for said reports.

*Deliverables:*
Contractor(s)' SWPPP monitoring reports and Harris documentation of site conditions kept in project file for the record.

## 2.3 Bid Review

*Purpose:*
To assist the CITY in determining the lowest responsive/responsible bidder.

*Approach:*
Harris will review all bids to determine if the Contractor has included items such as a bid bond and insurance, a list of subcontractors, DBE participation forms, signatures, and other items required to be submitted with the bid. Harris will contact named references. Harris will prepare a tabular listing of bidders, from lowest to highest, and prepare documentation for the CITY recommending award to the lowest responsive/responsible bidder.

*Assumptions:*
1. The bid documents are complete and adequate for their intended purpose.
2. The bidders are responsible for the accuracy of their bids.
3. The CITY is responsible to assure adequate funding prior to bid award.

*Deliverables:*
1. A tabular list of bidders, listed in order from lowest to highest.
2. Documentation in the CITY's format recommending award to the lowest responsive/responsible bidder.

## 2.4 Local Assistance Documentation / Federal Contract Management Requirements

*Purpose:*
To assist the CITY in field observation, testing and preparation of documentation required for compliance with FHWA Contract Management Requirements as detailed in the Local Assistance Procedures Manual.

*Approach:*
Harris in conjunction with the CITY will review the Local Assistance Procedures Manual to insure that all contract administration procedures, documentations, and filing system is being prepared in accordance with Chapters 15, 16, and 17 of the Local assistance Procedures Manual. All subsections included in these chapters have been discussed in details throughout various sections of this Scope of Services:

- Chapter 1, Introduction and Overview
- Chapter 5, Accounting/Invoices Contents
- Chapter 7, Field Review
- Chapter 12, Plans, Specifications & Estimate
- Chapter 14, Utility Facility
- Chapter 15, Advertise and Award Project; including the following sections:
  - Approval for Local Agency to Administer Projects.
  - Project Advertisement,
  - Contract Bid Opening, Contract Award, and Award Package
- Chapter 16, Administer Construction Contracts includes the following:
  - Project Supervision and inspection
  - Pre-construction meeting and partnering
  - Contract time
  - Sub-contractors
  - Engineer's daily reports
  - Project files
  - Construction records and procedures
  - Safety Provisions
  - Labor compliance
  - Equal employment opportunity
  - Quality Assurance Program
  - Contract claims
  - Traffic safety in highway and street work zones
  - Construction engineering review by the State.
- Chapter 17, Project Completion includes the following:
  - Acceptance procedures
  - As-built plans
  - Report of expenditures
  - Consequences
- Chapter 19, Progress Reviews

The CITY and Harris will incorporate specific deliverables within the scope of services and designate the party or parties responsible.

*Assumptions:*
The CITY will review the attached scope of services and deliverables to ensure that all tasks required are identified and an individual party is assigned responsibility for that task.

*Deliverables:*
This Scope of Services. Individual tasks required for compliance with the Local Assistance Procedures Manual are identified as specific tasks including all required checklists, forms, filing system, procedures for progress payments, change orders, claims, correspondence, as-builts, reporting, permit compliance, permit renewals, final invoicing and claims mitigations and resolutions.

Also using the Caltrans Construction Manual, Traffic Manual, CAL OSHA Safety Orders, SWPPP & PMP preparation Handbook, and all Bridge Manuals as applicable.

All above Chapters and sections have specific formats, checklists, and procedures that would be implemented as required by the Local Assistance Procedures Manual and Contract Provisions.

### 2.5 Pre-construction walk with contractor

*Purpose:*
To document existing project site and neighboring site conditions prior to the start of construction; to ensure that all parties are aware of and agree to the condition of existing project site and neighboring site conditions prior to the start of construction.

*Approach:*
Prior to the issuance of a Notice to Proceed, Harris, the Contractor, utility company representatives, biologist and a CITY representative will walk the entire project and record existing conditions via a written log, still photographs, and videotape where required. Harris will provide copies of all documentation to the Contractor and the CITY. Harris will keep documentation originals in the project files until project completion.

*Assumptions:*
Project walk will not take longer than two days with approximately the same amount of time to log, file and copy the information.

*Deliverables:*
A written log, still photographs and any videotape depicting existing site conditions, as recorded prior to the start of construction.

## TASK 3 – Construction Management Services

Harris, on behalf of the CITY, will provide construction management services for a single construction contract. The project involves the construction of the Pacific Street Bridge and more completely described above. Construction Management services will encompass the enforcement of all construction contract requirements.

### 3.1 Pre-construction Conferences

*Purpose:*
To provide a forum for all essential project participants to meet prior to the start of work. This meeting will outline the CITY's administration of the contract, introduction of the participants, and record all comments and questions submitted by the contractor. Provides an understanding of the procedures to be used on the project and what the Contractor can expect from the CITY and its consultants.

*Approach:*
Harris will schedule, prepare the agenda, chair and take minutes of the pre-construction meeting. The meeting will outline project specifics and inform the Contractor of project administration procedures.

*Assumptions:*
1. The CITY will provide the meeting venue.
2. The CITY will assist Harris in developing the attendee list.
3. Harris will prepare a draft agenda for the CITY approval prior to the meeting.

*Deliverables:*
1. Written agenda and minutes of pre-construction conference.
2. Electronic copies of pre-construction meeting minutes to the attendees.
3. Review and comment on contractor's base-line schedule.
4. Establish ground rules of coordination & communications with contractor and designer concerning the processing and reviewing of submittals and RFI's.
5. Maintain construction documents per federal requirements and as detailed in Chapters 15, 16, 17 and other relevant Chapters of the Local Assistance procedures Manual.
6. Enforcement DBE requirements.
7. Enforcement of Labor Compliance Requirements, including completion federal Labor Compliance Pre-job Checklist.
8. Enforcement of Quality Assurance Program
9. Completion of the Federal Resident Bridge Engineer's Construction Contract Administration Checklist, including all necessary attachments as detailed in Local Assistance Procedures Manual.
10. Discussion of environmental permits requirements.
11. Discussion of utility company requirements.
12. Preparation of invoices for federal reimbursement.

## 3.2 Communications and Correspondence

*Purpose:*
To provide and/or facilitate effective communication, on behalf of the CITY, among all stakeholders in the administration of the construction contract.

*Approach:*
Harris will obtain all pertinent information as required to develop a project directory of all key personnel working on the project. Harris will develop a graphic chart indicating the proper flow of correspondence. Harris will log all information received from the Contractor and others, in *Expedition*. Lastly, Harris will prepare and/or forward appropriate responses, obtaining CITY approval when required.

*Assumptions:*
1. The Harris Correspondence Log will be used for all correspondence received from the CITY, the Contractor and others.
2. All original correspondence will remain with the Harris project files. Only copies will be distributed, with the exception of shop drawing submittals.
3. The Harris project files will be turned over to the CITY upon the conclusion of the project.

*Deliverables:*
1. Communication flow chart.
2. Written logs of information received from the CITY, the Contractor, design consultants, biologist, testing firm, citizens and/or others.

## 3.3 Change Management

*Purpose:*
To provide a system for logging and tracking all changes on the project.

*Approach:*
Harris will review potential change orders for contractual and technical merit, prepare independent cost estimates and schedule analysis of work as necessary, and negotiate change order costs with the Contractor. Harris will prepare change orders with all required support documentation for execution by the CITY. Harris will keep the CITY appraised of cumulative changes in project cost and project duration.

*Assumptions:*
1. Harris will be allowed to use its own judgment regarding how best to handle cost negotiations with the Contractor.
2. Harris will obtain final approval of all project cost and/or project time changes from the CITY prior to authorizing the Contractor to proceed with changes.
3. Harris will prepare official change order documentation to be processed with the Contractor's regular application for payment.
4. Change Orders that exceed $10,000 require City Council approval.

*Deliverables:*

1. Independent cost estimates.
2. Change orders ready for execution.
3. Change order summary reports.

### 3.4 Monthly Construction Progress Reports

*Purpose:*
To keep the CITY apprised of the project status during the prescribed construction period.

*Approach:*
Harris will prepare a monthly report that provides construction status to the CITY and other involved parties. The monthly report shall contain the following:

1. Status of contractor's schedule and what the contractor is doing to maintain or catch up if the schedule has slipped. While the focus will be on critical path items, other items that might become critical will be discussed in the report.
2. Construction and construction manager's costs incurred for the month.
3. Cash flow projections for both the contractor and Construction manager.
4. Identify actual and potential problems associated with the construction project and consult with the Project Manager and design engineer.
5. Evaluate Cost Reduction Incentive Proposals (CRIP) and provide recommendations to the Engineer for acceptance or denial.
6. Potential Issues, pending change orders and executed change orders.
7. Photographs to show construction activities and for clarity for special issues.
8. Other information deemed necessary for the CITY to have a concise understanding of the construction Projects.

*Assumptions:*
The CITY will assist Harris in the initial formatting of the first report.

*Deliverables:*

1. Monthly progress report.
2. One page summary report for distribution to Senior CITY staff or elected officials.

### 3.5 Schedule Monitoring

*Purpose:*
To monitor and review the Contractor's schedule, after acceptance of baseline schedule, to ensure project is not being delayed over issues within the control of the Contractor.

*Approach:*
Harris will develop procedures, using available software, to review the Contractor's monthly schedule updates for logic, duration, and resource changes. Harris will notify

the Contractor of discovered changes and document the Contractor's response, for the record. Harris will keep the CITY appraised of the Contractor's current construction schedule.

*Assumptions:*
Contract specifications will require the Contractor to use Critical Path Method (CPM) scheduling tools/software. The preferred scheduling software is P3 or Suretrak by Primavera. Gant charts will be strictly forbidden.

*Deliverables:*
1. Harris will prepare and transmit to the Contractor schedule review comments.
2. Monthly review of contractor's schedule updates and provide summary to CITY on schedule status and impact of changes to completion date.
3. Monitor and facilitate utility coordination with SDG&E, SCE, Cox cable, Utilities and the Contractor. Incorporate relocations in the schedule and report any delays and impacts to completion date.

### 3.6 Cost Monitoring

*Purpose:*
To provide the CITY with a system that is easy to understand and provides up-to-date cost information for making timely decisions.

*Approach:*
Using a combination of *Expedition* and *Excel* software, Harris will generate spreadsheets and graphs for the purpose of monitoring anticipated and actual cost outlays.

*Assumptions:*
The CITY will provide direction regarding desired cost monitoring information and report formats.

*Deliverables:*
1. Monthly cost monitoring reports in a format to be determined.
2. Monthly progress report for the CITY describing key issues, cost vs. budget status, and schedule status.

### 3.7 Progress / Coordination Meetings

*Purpose:*
To provide a forum for the review of the project status, the look-ahead schedule, outstanding RFIs and submittals, and project issues.

*Approach:*
Harris will conduct regular progress/coordination meetings, to be attended by the CITY, the Contractor, Harris and other invitees. Harris will request the CITY and the

Contractor to submit agenda items for the meetings. Using the proposed agenda items and agenda items developed in house, Harris will prepare a comprehensive agenda for the meeting and distribute the agenda to all parties scheduled to attend. Following the meeting, Harris will distribute meeting minutes, requesting either the concurrence of those who attended, or suggested corrections to the minutes. Minutes will be filed as either approved or amended.

*Assumptions:*

1. The CITY's and Contractor's staffs will be able to meet on a regular basis with minimal absences.
2. The meeting room will be able to seat a minimum of 15 people.
3. Meetings will not take place more than once a week and will not last longer than one hour.
4. The Contractor will submit a look-ahead schedule (2 or 3 week) at each meeting.

*Deliverables:*

1. Agenda with status of open items from previous meetings.
2. Meeting minutes, for review, with action items noted.
3. Amended meeting minutes, if required.
4. Submittal, Issues log, Change Order log and RFI and RFQ working logs.

### 3.8 Payment Recommendations

*Purpose:*

To verify that the Contractor's request for payment does not represent more than an amount that is reasonable for the work done on a monthly basis. To prepare progress payment recommendations on behalf of the CITY for work completed and materials stored on hand (if allowed).

*Approach:*

Harris will review and approve the Contractor's monthly progress based on the percentage of work activities complete. The Contractor will submit a certified application for payment to Harris for final review. Once approved, Harris will prepare a payment application certificate, using *Expedition* software, for approval and execution by the CITY.

*Assumptions:*

1. The CITY will make payments in accordance with the contract stipulations and State Law to the Contractor once each month.
2. *Expedition* software is acceptable to the CITY for preparing progress payment application certificates.

*Deliverables:*

1. Contractor's certified application for payment.

2. Progress payment request documents suitable for approval and execution by the CITY.

### 3.9 Safety

*Purpose:*
To review the Contractor's work site safety and notify the Contractor of unsafe conditions, as observed. Implement the CAL OSHA Safety Orders requirements for providing safe work site conditions.

*Approach:*
Harris will observe contractors' work area. Contractors to be informed if unsafe work conditions and/or areas are observed. Immediate shutdown of contractors' work may be required if conditions endanger property and/or life. Random attendance of contractor's tailgate meeting. Harris & Associates will conduct its own bi-weekly staff safety meeting to discuss specific safety procedures and issues relating to current or upcoming construction activities requiring unique safety procedures.

*Assumptions:*
1. Contract document requires Contractor to submit its safety program and safety officer prior to the start of work
2. Contract documents or Contractor's safety program requires contractor to submit accident reports.
3. Harris assumes no responsibility for safety of Contractor's work areas.
4. Harris assumes no responsibility for implementation of Contractor safety program or its construction means and methods.

*Deliverables:*
1. Accident reports from Contractor.
2. Bi-weekly safety meeting minutes
3. Copies of safety issues discussed during contractors tailgate meetings.

### 3.10 Environmental Coordination & Biological Monitoring

*Purpose:*
To verify the contractor has copies of applicable permits and that the work activities abide by the requirements of the permits granted by regulatory agencies. All permits shall be kept current and renewed prior to expiration throughout the project duration.

*Approach:*
Harris will review and enforce requirements stipulated in permits issued by regulatory agencies. Harris will mobilize the services of its sub-consultant "Chambers Group" for Biological Monitoring who will provide a qualified Biologist approved by the Army Corps of Engineers (COE).

*Assumptions:*

1. All permits will be provided to Harris for review.
2. All permits will be included in the contract documents.
3. A qualified Biologist will be provided by Harris's sub-consultant "Chambers Group" and approved by the COE.

*Deliverables:*

1. Daily inspection reports prepared by Harris inspection staff and its subs on site.
2. Correspondence to affected parties.
3. Conduct focused surveys for the endangered light-footed clapper rail by providing a Fish and Wildlife permitted biologist.
4. Conduct any other preconstruction clearance surveys for the light-footed clapper rail or any other species required by the Mitigation Monitoring plan by providing a Fish and Wildlife permitted biologist.
5. Weekly biological construction monitoring of the project site during the breeding season of the light-footed clapper rail and the coastal California gnatcatcher.
6. Monitor and enforce Contractor's compliance with SWPPP and verify BMP and noise levels are during construction (at least two days/week).
7. Conduct Contractor education program to insure that the Contractors and construction personnel are fully informed of the biological sensitive resources of the project site and are aware of the terms and conditions of the various regulatory permits.
8. Observe and inspect the reestablishment and creation of upstream wetland area.
9. Monitor contractor compliance with environmental permit requirements.

### 3.11 Neighborhood Communication /Public Information

*Purpose:*

To provide an efficient means for keeping adjacent residents and businesses appraised of the work activities they will encounter during construction. To provide a local contact telephone number that residents and businesses may contact to pose questions and discuss concerns.

*Approach:*

Using the Neighborhood affairs strategy memorandum, developed in Task 1, Harris will prepare "Dear Neighbor" letters and door hangers as a means to communicate with adjacent residents and businesses. Attending and facilitating public meetings, responding to citizens and business owner's inquiries.

*Assumptions:*

Any CITY desired changes to the final memorandum of understanding will be communicated to Harris in a timely manner.

*Deliverables:*

1. Attend weekly Neighborhood/Business meetings.
2. Minutes of any meetings listing questions posed by residents and business owners.
3. Work progress flyers (Dear Neighbor letters).
4. Door hangers if not provided by the Contractor.
5. Local contact number for Harris.
6. 24-hour hot line
7. Provide Draft "Friday" report items to the Council and draft news releases.
8. Provide project progress updates for website and/or newsletter.

### 3.12 Submittal Management and Review

*Purpose:*

To provide an efficient means of processing submittals between the Contractor and the Designer.

*Approach:*

Using *Expedition*, Harris will develop a comprehensive submittal list for distribution to the Contractor and the Designer. Harris will update and submit status submittal logs for review at each coordination meeting. In addition, Harris will work with the Designer and Contractor to encourage timely submission, review and approval of submittals as outlined in the Contract Documents, prior to inclusion of submitted materials in the progress of the work. The following steps will be taken in reviewing the Contractor's submittals:

1. Log into *Expedition* all submittals by Specification Section.
2. Ensure that the Contractor has provided a complete submittal, coordinated with the work of other trades, and that all deviations have been noted. Submittal is returned to the contractor if it is not complete.
3. Construction Manager reviews submittal for general compliance with the specification.
4. Submittal is forwarded to Designer for formal review. Submittal status is logged into *Expedition.*
5. Submittals are returned to Harris. Submittal status is logged into *Expedition.*
6. Submittals are returned to the Contractor for use in work. Submittal status is logged into *Expedition.*
7. Harris to inform Contractor if a re-submittal is required.

*Assumptions:*

1. Harris will not be responsible for errors or omissions in submittal lists.
2. Coordination and submission of submittals in accordance with requirements of the contract is the responsibility of the Contractor.
3. CLEINT will provide a listing of submittals to be reviewed by the Designer or others including CITY staff.
4. Harris will not make an exhaustive review of Contractor's submittals.

5. Harris will forward to the Designer all submittals listed in the Designer's scope of services.

*Deliverables:*
1. Submittal status log.
2. Copy of all submittals and final submittal log.

### 3.13 Request for Information (RFI) Management

*Purpose:*
To provide an efficient means of processing Requests for Information (RFIs) submitted by the Contractor. The efficient management of RFIs permits timely communication between the Designer and the Contractor.

*Approach:*
Harris will receive, log and review all RFIs for completeness and verify the question is reasonable and understandable. Harris will provide a short technical review of the RFI to determine if the issue is addressed adequately in the contract documents. Harris will return the RFI if the question is unclear or, in the opinion of Harris staff, the answer is contained in the contract documents, noting where the requested information can be found in the contract documents. Harris will track RFIs, using the *Expedition* software, and facilitate the timely response from the Designer.

*Assumptions:*
The Designer will respond with an answer to all RFIs within the contract stipulated time period for response. Facsimile or e-mail will be used to forward RFIs to the Designer and return responses to the Contractor, with original documents to follow.

*Deliverables:*
1. Comprehensive log of all outstanding RFIs and their status.
2. Prepare responses to RFI's related construction issues
3. Transmit design related RFI's to design engineer and copy Project Manager.
4. Conduct meetings with the Contractor and other parties as needed to discuss and resolve RFI's.

### 3.14 Document Management

*Purpose:*
To provide the CITY with an electronic means of tracking all documents exchanged between the parties involved in the construction of the project.

*Approach:*
Harris will use Primavera *Expedition* and the Harris File Index modified to conform to the Caltrans filing system to log all documents in the project field office. Documents will be scanned into the document control system and attached to *Expedition* file index categories. All documents will be filed as an electronic file and hardcopy.

*Assumptions:*
Harris will use *Expedition software.*

*Deliverables:*
1. Comprehensive logs of all documents in the project files (electronic and hardcopy).
2. All hardcopy project documents exchanged on the project between the various parties.
3. Establish and process project control documents to include:
    - Daily inspection and Resident Engineer's diaries
    - Weekly News Letter and Weekly Statement of Working Days
    - Monthly progress report and monthly progress pay estimate
    - RFI's, Submittals
    - Correspondences with Contractor, , Caltrans, Permitting Agencies, Utility Companies, Regulatory Agencies, and other stake holders
    - Survey requests and survey notes
    - Materials receipts, materials testing results, and certificate of compliance
    - Mix designs for concrete, AC, AB

### 3.15 Construction Change Order Assistance

*Purpose:*
To provide the CITY with assurance that the Contractor is not presenting requests to be paid for additional work included in the original contract. To assure the CITY that the associated extra work costs and time extension requests are fair and reasonable to both the CITY and the Contractor.

*Approach:*
Harris will negotiate change orders on behalf of the and will use the following approach in assisting & coordinating the process with the CITY:

Requests for Changes by the CITY
1. Harris will forward a Request for Quote (RFQ) to the Contractor for pricing and stipulation of proposed time extension, if requested work can be shown to impact the project's critical path. The RFQ shall contain a description of the extra work (normally provided by the Designer) to fairly price the work.
2. Harris will prepare an independent cost estimate of the extra work.
3. Harris will review the cost quote from the Contractor for completeness, negotiate cost and time extension requests as required and then obtain CITY authorization for proceeding with the change, based on definitive cost and time extension values.
4. Should Harris and the Contractor be unable to negotiate a reasonable price, the CITY will be consulted prior to directing the work via alternative contract change options such as proceeding on a time and material basis or proceeding by force account.

Requests for Changes by Contractor

1. Harris will review requests of proposed cost and/or time impacts for merit. If Harris determines the request fails on merit, the Contractor will be informed of the reasons why the request is denied. Should Harris determine the request has merit; Harris will proceed with steps 2 and 3.
2. Harris will prepare an independent cost estimate and schedule analysis of the work.
3. Harris will negotiate extra work cost and time extensions with the Contractor.
4. Harris will prepare change order documents for approval and execution by the CITY.

*Assumptions:*

1. Harris will have authority to make minor changes to work that it determines to have no cost or time impacts to the construction project.
2. The contract will require the Contractor to submit a project schedule dragnet to demonstrate critical path impact to the project's schedule in order to substantiate any/all Contractor requests for contract time extension.
3. Extra work costs successfully negotiated between Harris and the Contractor will be submitted to the CITY for approval.

*Deliverables:*

1. Perform quantity and cost analysis as required for negotiation of change orders
2. Analyze additional compensation claims that are submitted during construction period and prepare responses.
3. Perform claims administration including coordinating and monitoring claim responses, logging claims and tracking claim status.
4. Change order documentation ready for approval and execution by the CITY.

### 3.16 Review Certified Payrolls

*Purpose:*

To verify the Contractor provides certified payroll reports in conformance with the provisions of the contract and applicable State and Federal Law. To verify the certified payroll reports contain information required by the Labor Code.

*Approach:*

Harris will receive and review certified payrolls from the Contractor and each of its subcontractors. Harris will check for the "Statement of Compliance" from the Contractor and/or subcontractors, and spot-check wages for each classification of laborer or craftsperson. Harris will notify the CITY and the Contractor of all discrepancies and/or errors and request a corrected Certified Payroll.

*Assumptions:*

1. Harris will conduct employee interviews, for the purpose of verifying payment of prevailing wages. Harris will perform a minimum of one interview per trade, per contractor per month.
2. Harris will not be held responsible for enforcement of the Labor Code.

3. Harris will maintain a weekly list of subcontractors working on the project.
4. Harris will not be responsible for identifying every worker on site.

*Deliverables:*
Hardcopies of the Contractor's certified payrolls maintained in the project files.

# Task 4 – Construction Inspection Services

## 4.1 Inspection and Documentation

*Purpose:*
To provide the CITY with documentation of construction activities, duration of activities, manpower and equipment allocation, inspections, and work conditions.

*Approach:*
Harris will provide the CITY with knowledgeable people, familiar with construction activities to be performed on the project. Using *Expedition*, Harris will document the Contractors' daily activities, manpower loading, on-site equipment and items considered pertinent to the project.

Harris will either coordinate and manage the utilization of the 's inspectors, including special inspectors, for the purpose of providing daily inspections and/or special inspections as deemed necessary and beneficial for proper completion of the project, or, at the CITY's direction, Harris will negotiate and enter into a sub-consultant agreement(s) with a qualified Inspector(s), as defined in Task 1.7.

*Assumptions:*
1. Harris shall provide inspectors who are experienced and qualified for the inspection required.
2. All inspections will be within the project limits.

*Deliverables:*
1. Harris Resident Engineer's daily reports and Inspector's daily and/or special inspection reports maintained in the Harris project files and turned over to the CITY at the completion of the project. Copies of these daily reports will be submitted to the on weekly basis or upon request.
2. Take and maintain digital photographs and videos as necessary to provide documentation of construction activities. All photos will be logged, dated and kept at the field office in a bound folder (hard copies and CD copy).
3. Verify field measurements for compliance with contract plans and specifications and provide quantity calculations for progress payment.
4. Continue to update an As-Built set of plans and review contractor's marked set.
5. Conduct weekly project meetings, prepare and distribute to all designated parties.
6. Review the updated construction schedule and maintain record.
7. Establish and process job control documents including:

a. Daily inspection diaries
b. Weekly Resident Engineers News Letter
c. Monthly construction progress payment
d. Request for information
e. Survey requests
f. Materials receipts
g. Weigh master certificates
h. Materials submittals
i. Weekly statements of working days
j. Construction change orders
k. Review of certified payrolls

## 4.2 Materials Testing, Construction Testing & Quality Assurance Program (QAP)

*Purpose:*
To provide project site and laboratory testing of construction materials used in the project for the purpose of determining quality and acceptability of materials and workmanship incorporated into the project and in compliance with the contract documents.

*Approach:*
Harris will coordinate and manage the utilization of its materials and testing laboratory for the purpose of providing laboratory and field-testing of materials in accordance with test methods and frequencies specified in the contract documents, as required by the California Test Methods, and the 's Quality Assurance Manual.

*Assumptions:*
1. Harris shall provide material testers and laboratory technicians who are experienced and qualified for the inspection required.
2. Harris will insure the implementation of the Quality Assurance Program for source inspections, materials acceptance, and special inspections as required by the contract.
3. All material testing, materials acceptance and special inspections will be within the project limits or as required by the contract.

*Deliverables:*
1. Laboratory test reports maintained in the Harris project files and turned over to the CITY at the completion of the project.
2. Summary sheet of all test reports submitted by others to substantiate compliance with contract documents.
3. Summary sheets of all Certificates of Compliance or source release tags furnished by the Contractor along with the applicable delivered materials at the job site.
4. Testing summary sheets.

5. Coordinate source inspections and special inspections as required by the contract document and the Quality Assurance Program.

## 4.3 Surveying

*Purpose:*
To provide construction survey to stake storm drains, curb & gutters, other utilities, street sections, sub-grades, bridge, walls and for monitoring settlement.

*Approach:*
Harris & Associates will conduct all survey staking services through its sub-consultant Right of Way Surveying under the supervision of a licensed Land Surveyor with substantial experience in performing construction staking on similar projects.

The survey staking services shall conform to Section 11 "Engineering Surveys" of the Caltrans Survey Manual and the following requirements:

1. Construction staking shall be performed no later than two working days after the initial request is made through the Harris Resident Engineer.
2. Harris will insure that all survey-staking services are coordinated to meet the contractor's operations schedule; staking requests are submitted and reviewed in a timely manner.
3. Harris will provide field office support to the survey crews and checking field staking notes after staking.
4. Harris survey staking sub-consultant shall provide all labor, tools, equipment and other miscellaneous items necessary to perform their work, and providing one set of construction stakes as required by the construction contract.

*Deliverables:*

1. Maintain log of construction staking requests
2. Maintain a construction-staking plan set in the field office for review, reference, and document any as-built changes.
3. Maintain files of all field notes for review and reference.
4. Limits of clearing and grubbing will be flagged at 100-foot intervals
5. Slope Stakes will place at 100-foot intervals; intermediate slope stakes will not be required. Rough grade will be staked at all grade breaks and at 50-foot intervals. Slope stakes will be provided for roadway.
6. Finished grading stakes for curb and gutter and edge pavement will be placed at all grade breaks, at 50-foot intervals on straight sections, and 25-foot intervals on curved sections, and at the beginning and end of curves.
7. Utilities and storm drains will be staked at 25-foot intervals, ends of pipes, and at appurtenances, Drop inlets shall be staked with two 5-foot offset stakes parallel to curb, showing offset to curb line.
8. Waterline and Appurtenances will be staked at 50-foot intervals, at grade breaks, and at appurtenances (valves, crosses, ends, etc)
9. Retaining walls, bridge abutments and bents: one set of stakes will be provided for bridge construction as follows: Three stakes will be provided at each abutment, pier

or bent. One stake will be provided at the intersection of the control line and abutment/bent/pier centerline. The other two stakes will be placed on the centerline of the abutment/pier/bent, one on either side of the structure, offset as requested by the Contractor. Approach slabs will be established at limits of slabs, with one set of stakes to offset requested by the Contractor. The Contractor shall provide retaining wall staking and additional survey controls as required to construct the structure to the grades and tolerances required by the Standard Specifications and Special provisions.

10. Other improvements such as permanent delineation, signs, lighting, signals, traffic detector loops, guard rails, etc., will be staked by the Construction Engineer "Contractor".

### 4.4 Review and maintain "As Constructed Schedule"

*Purpose:*
To track contractor's progress during construction of the project.

*Approach:*
Harris will use the daily inspection reports prepared by Harris inspectors, the contractors' schedule, site observations, and other sources of information, to track and document the contractor's actual progress. The contractor's baseline critical path schedule or most recent accepted update will be used as a basis for comparing planned versus actual progress. The CPM software described in Task 4 will be used to track the contractor's progress and build a schedule based on the contractor's activities.

*Assumptions:*
Monitoring will be on a continuous basis and the "as constructed" schedule will be updated monthly.

*Deliverables:*
An "As Constructed Schedule" with one electronic file and one hardcopy.

### 4.5 Maintain Photographic and Video Records of Construction Progress

*Purpose:*
To provide the CITY with a photographic record of the project, before, during and after construction.

*Approach:*
Using 35mm and digital photography, Harris will record the Contractor's progress during construction. Care will be taken to record all items and/or conditions that have or may have a bearing on claimed extra work. Still photographs will be labeled with captions indicating subject matter, date taken, and any description required to further clarify the item/issue being photographed.

*Assumptions:*
All photographs will remain at the Harris office until the end of the project.

*Deliverables:*
All photographic records.

### 4.6 Review and Maintain "As Built" Drawings

*Purpose:*
To provide the CITY with accurate record drawings for the project.

*Approach:*
Harris will monitor the contractor's required record drawings on a monthly basis. In addition to monitoring the contractor's drawings, Harris will maintain a copy of the contract plans for the project. Harris will attempt to include items that are not normally shown on the contractor's set of record drawings. This information is not necessarily construction related, but is project related and may be important in future maintenance and/or construction projects.

*Assumptions:*
1. The CITY will be responsible for making the changes to the drawings prepared by its design engineers.
2. Harris will assist the design engineers in answering its questions regarding the record drawings.
3. Contract documents will require contractor to maintain redline as-built drawings.

*Deliverables:*
One set of marked up contract drawings. This set will be in addition to the contractor's marked up set of contract drawings.

### 4.7 Final Acceptance – Punch List Assistance

*Purpose:*
To provide the CITY with reasonable assurance that the work of the project has been completed in compliance with the general intent of the contract documents.

*Approach:*
Harris will coordinate a walk-through with the CITY, the Designer, and the Contractor. The Designer will prepare a punch list indicating all deficiencies and/or omissions noted in the walk-through. Harris will then forward the punch list to the Contractor for correction of the work in accordance with timelines defined in the contract. Harris, in conjunction with the Designer, will inspect items on the punch list once the Contractor has notified Harris that the work is complete. Completed items on the punch list will be signed off by the Designer. Upon completion of the punch list work Harris will notify the CITY the work is complete and forward a copy of the completed punch list.

*Assumptions:*
Contractor will provide a preliminary punch list of outstanding work items for review by Harris prior to requesting a final punch-list from the Designer.

*Deliverables:*
Completed and signed-off punch-list submitted to the CITY with the closeout documents.

### 4.8 Final Inspection and Punch-list

*Purpose:*
To identify elements of construction requiring correction prior to final acceptance by the CITY.

*Approach:*
Harris will perform a project inspection of the completed construction following substantial completion. During the inspection, Harris will develop a list of contract work requiring correction or rework. The written list of deficient work (punch-list) will be delivered to the CITY and CONTRACTOR within three (3) working days of the final inspection. The final punch-list will include items to be corrected that were identified previously during the course of construction.

*Assumptions:*
1. The CITY will identify any key CITY or other agency personnel to be included in the final inspection.
2. HARRIS will contact and schedule all required final inspection personnel 48 hour prior to the final inspection.
3. HARRIS will prepare the final punch-list.

*Deliverables:*
Final punch-list.

## Task 5 – Construction Closeout Activities

### 5.1 Contract Closeout

*Purpose:*
To provide the CITY with final closeout documentation.

*Approach:*
Harris will turnover all project files, contract correspondence and documents including final logs at time of project completion.

Copy of the Contractor's performance bond, good for the warranty period.

*Assumptions:*
CITY will file final Notice of Completion and Acceptance of Work.

*Deliverables:*
1. Notice of Completion form for Tulare County.
2. Final project documentation.

### 5.2 Project As-Built Drawings

*Purpose:*
To provide the CITY with accurate record drawings indicating all changes and as-built conditions.

*Approach:*
Harris will monitor Contractor required record drawings on a monthly basis. In addition to monitoring the Contractor's drawings, Harris will maintain a copy of up-to-date contract plans for the purpose of aiding the Designer in final review of the record drawings.

*Assumptions:*
1. The Contractor will be responsible for preparing the record drawings in both reproducible and electronic formats.
2. Harris will assist the Designer in review and final approval of the record drawings.

*Deliverables:*
One set of contract drawings indicating recorded changes to the contract, as maintained by Harris. This set will be in addition to the Contractor's marked up set of contract drawings. Provide one copy of the revised Mylar drawings. The design consultant will prepare the record drawings for the project.

### 5.3 Final Project Report

*Purpose:*
To provide the CITY with a written history of the construction contract. The contents of the final report is to fulfill federal requirements for federal financial participation.

*Approach:*
Harris will review the project documents and prepare a written report for the CITY. As a minimum, the report will include the following:
1. Names of all organizations involved with the Projects, i.e., CITY managers, construction manager, contractor and any other parties that may have a significant part in the construction of the projects.
2. Chronological history of the construction effort, to include all significant dates.
3. Contract amounts at bid time with all other bids in tabular form.

4. Change order history, to include summary statement about each change, negotiated cost of each change and other information deemed necessary by Harris and the CITY's Construction Manager.
5. Summary of Requests for Information, in tabular or matrix form.
6. Summary of outstanding claims not resolved when the notice of completion is filed.
7. Summary of final contract amount.
8. Final DBE Report.
9. Project photographs.
10. "Lessons learned"

*Assumptions:*
CITY will provide input to Harris regarding the form of the final report and federal required documents to be included in the report.

*Deliverables:*
One hard copy and one electronic file will be provided.

### 5.4 Final Payment, Final Report of Expenditure Checklist

*Purpose:*
To provide the CITY with the final contract cost and final balance due the Contractor. Also prepare Report of Expenditure Checklist for federal reimbursement including all necessary attachmnet

*Approach:*
Following completion of the contract work, Harris will, in accordance with the Designer, determine the final quantities and cost of all outstanding unit price work and all outstanding approved change order work. Harris will prepare for the CITY and the Contractor, a final balancing change order quantifying the final contract amount. Contractor will include amount of final balancing change order in submission of last certified application for payment, submitted to Harris. Once approved, Harris will forward application for payment to the CITY for final approval and processing.

*Assumptions:*
1. There are no outstanding issues or claims.
2. The CITY is responsible for filing Notice of Completion and addressing all subcontractor claims prior to release of final payment.

*Deliverables:*
1. Final Pay Estimate including finalized bid items, claims, change orders, punch-list items, and corrected shop drawings.
2. Contractor's last certified application for payment with application certificate.
3. Report of Expenditure Checklist with attachments
4. Federal final report including all attachments.

# CITY OF OCEANSIDE
## CONTRACT CHANGE ORDER

DATE February 12th, 2007
PROJECT # (501) 737556
CHANGE ORDER 1
PURCHASE ORDER # 77287-000

**PROJECT TITLE:**
**Pacific Street Bridge Over The San Luis Rey River**

**This change order provides for:** Develop a sketch, furnish, place and maintain in place a floating platform in the river to function as a Pelican Roost. The platform shall be wood and of 8 feet wide by 12 foot long with a floating base material (i.e. Styrofoam). The top surface of the platform shall incorporate wood strips or small diameter tree branches to provide for Pelicans a surface to hold on to. The Pelican Roost shall be attached upstream to one of the I-5 abandoned piers.

This is in accordance the United States Fish and Wildlife Service requirement for the contract work within the San Luis Rey River.

Compensation to the Contractor shall be at an agreed Lump Sum price of **$4,004.01**. This price includes full compensation on all Contractor's labor, materials, equipments, markups, overheads, profits and incidentals for the work of this change order.

No Time extension is warranted by reason of this change.

**Total for Change Order # 1** **$4,004.01**

| | | |
|---|---|---|
| Contract amount: | $ 18,062,414.70 | 100.0% |
| Prior Change Orders | $ 0 ✓✓ | 0% ✓ |
| Subtotal | $ 18,062,414.70 | 100% |
| Change Order 1 | $ 4,004.01 ✓✓ | 0.022% |
| Total | $ 18,066,418.71 ✓✓ | 100.022% |

Contractor shall not be entitled to any additional payment regarding the work of this Change Order.

Cost Impact: Increase__X__ Decrease_____ No Change___

By reason of this order the time of completion will be adjusted as follows _0_ days.

Recommended by: _____
**Maryam Babaki, Project Manager**
**CITY OF OCEANSIDE**

Contract Summary:

| | |
|---|---|
| Initial Contract Amount: | $18,062,414.70 |
| Change Order (1) | $4,004.01 |
| Change Orders to date | $ 0.0 |
| Total to Date: | $18,066,418.71 |

Accepted By: _____
**FCI Constructors, Inc., Contractor**

Printed Name: Rubén Claudio

Approved by: _____
**Gary Kellison, Public Works Dep.**
**CITY OF OCEANSIDE**

Additional Appropriation Required: _____ X ____
Yes No

**Original to:** City Clerk
Copies to: Accounts Payable Contractor Inspector File

# CITY OF OCEANSIDE
## CONTRACT CHANGE ORDER

DATE February 13th, 2007
PROJECT # (501) 737556
CHANGE ORDER 2
PURCHASE ORDER # 77287-000

**PROJECT TITLE:**
**Pacific Street Bridge Over The San Luis Rey River**

**This change order provides for:** Furnish, install and maintain in place three (3) Banners size 3'x16' that read "Harbor Businesses Open During Construction" in black bold lettering with the City of Oceanside logo on one end and the Pacific Street Project logo on the other end as per the diagram provided.

This in part is in accordance with the Public Information Plan effort to reduce impacts on the Harbor Businesses.

Compensation to the Contractor shall be at an agreed Lump Sum price of $1,355.25. This price includes full compensation on all Contractor's labor, materials, equipments, markups, overheads, profits and incidentals for the work of this change order.

No Time extension is warranted by reason of this change.

**Total for Change Order # 2** **$1,355.25**

| | | |
|---|---|---|
| Contract amount: | $ 18,062,414.70 | 100.0% |
| Prior Change Orders | $ 4,004.01 ✓✓ | 0.022% |
| Subtotal | $ 18,066,418.71 ✓ | 100.022% |
| Change Order 2 | $ 1,355.25 ✓✓ | ~~0.0075%~~ 0.008 |
| Total | $ 18,067,773.96 ✓✓ | ~~100.0295%~~ 100.030 |

Contractor shall not be entitled to any additional payment regarding the work of this Change Order.

Cost Impact: Increase X Decrease ___ No Change ___

By reason of this order the time of completion will be adjusted as follows: 0 days.

Recommended by: _____
**Maryam Babaki, Project Manager**
**CITY OF OCEANSIDE**

Contract Summary:

| | |
|---|---|
| Initial Contract Amount: | $18,062,414.70 |
| Change Order (2) | $1,355.25 |
| Change Orders to date | $4,004.01 |
| Total to Date: | $18,067,773.96 ✓ |

Accepted By: _____
**FCI Constructors, Inc., Contractor**

Printed Name: Rukia Claudio

Approved by: _____
**Gary Kellison, Public Works Dep.**
**CITY OF OCEANSIDE**

Additional Appropriation Required: ___ Yes X No

**Original to:** **City Clerk**
Copies to: Accounts Payable Contractor Inspector File

# CITY OF OCEANSIDE
## CONTRACT CHANGE ORDER 2.1

DATE March 19th, 2007
PROJECT # (501) 737556
CHANGE ORDER 2.1
PURCHASE ORDER # 77287-000

**PROJECT TITLE:**
**Pacific Street Bridge Over The San Luis Rey River**

**This change order provides for:** Furnish, install and maintain in place three (2) Banners size 3'x16' that bear "Enjoy the Harbor – Shops open during Construction" with the City of Oceanside logo on one end and the Pacific Street Project logo on the other end as per the colored diagram provided.

This in part is in accordance with the Public Information Plan effort to reduce impacts on the Harbor Businesses.

Compensation to the Contractor shall be at an agreed Lump Sum price of $2,032.88. This price includes full compensation on all Contractor's labor, materials, equipments, markups, overheads, profits and incidentals for the work of this change order.

No Time extension is warranted by reason of this change.

**Total for Change Order # 2.1** **$2,032.88**

| | | | |
|---|---|---|---|
| Contract amount: | $ 18,062,414.70 | 100.0% | |
| Prior Change Orders | $ ~~10,335.50~~ | 0.057% | |
| Subtotal | $ ~~18,072,750.20~~ | 100.057% | |
| Change Order 2.1 | $ 2,032.88 | 0.011% | |
| Total | $ ~~18,074,783.08~~ 18,069,806.84 | 100.068% | |

Contractor shall not be entitled to any additional payment regarding the work of this Change Order.

Cost Impact: Increase X Decrease ___ No Change ___

By reason of this order the time of completion will be adjusted as follows: 0 days.

Recommended by: _____
**Maryam Babaki, Project Manager**
**CITY OF OCEANSIDE**

Contract Summary:

| | | |
|---|---|---|
| Initial Contract Amount: | $18,062,414.70 | |
| Change Order (2.1) | $2,032.88 | 2032.88 |
| Change Orders to date | ~~$10,335.50~~ | 5359.26 |
| Total to Date: | ~~$18,074,783.08~~ 18,069,806.84 | |

Accepted By: _____
**FCI Constructors, Inc., Contractor**
Printed Name: _____

Approved by: _____ for
**CITY ENGINEER**
**CITY OF OCEANSIDE**

Additional Appropriation Required: ___ Yes X No

**Original to:** **City Clerk**
Copies to: Accounts Payable Contractor Inspector File

# CITY OF OCEANSIDE
## CONTRACT CHANGE ORDER NO. 03

DATE: February 21st, 2007
PROJECT # (501) 737556
CHANGE ORDER 3
PURCHASE ORDER # 77287-000

**PROJECT TITLE:**
**Pacific Street Bridge Over The San Luis Rey River**

**This change order provides for:** Furnish, install and maintain in place Eight (8) signs size 18"X 24" at the eight shuttle stops' locations as per the provided electronic files.

**Reason for Change:** This is to provide additional information at the shuttle stops so as to facilitate public access to the harbor businesses. This is in accordance with the Public Information Plan efforts to reduce impacts of the construction on the Harbor Businesses.

**Cost of Change:** Compensation to the Contractor shall be at an agreed Lump Sum price of $996.24. This price includes full compensation on all Contractor's labor, materials, equipments, markups, overheads, profits and incidentals for the work of this change order.

**Contract Time Adjustment:** No Time adjustment is warranted by reason of this change.

**Total for Change Order # 3** **$996.24**

| | | |
|---|---|---|
| Contract amount: | $ 18,062,414.70 | 100.0% |
| Prior Change Orders | $ ~~9,359.26~~ | 0.052% 7392.14 ✓ |
| Subtotal | $ 18,071,773.96 | 100.052% 18,069,806.84 ✓ |
| Change Order 3 | $ 996.24 ✓ | 0.005% |
| Total | $ 18,072,770.20 | 100.057% ~~18,070,773.08~~ 18,070,803.08 ✓ |

Contractor shall not be entitled to any additional payment regarding the work of this Change Order.

Cost Impact: Increase X Decrease ___ No Change ___

By reason of this order the time of completion will be adjusted as follows: 0 days.

Recommended by: _____
**Maryam Babaki, Project Manager**
**CITY OF OCEANSIDE**

Contract Summary:

Accepted By: _____
**FCI Constructors, Inc., Contractor**

| | |
|---|---|
| Initial Contract Amount: | $18,062,414.70 ✓ |
| Change Order (3) | $996.24 ✓ |
| Change Orders to date | ~~$9,359.26~~ 7392.14 ✓ |
| Total to Date: | ~~$18,072,770.20~~ 18,070,803.08 |

Printed Name: _____

Approved by: _____
**CITY ENGINEER**
**CITY OF OCEANSIDE**

Additional Appropriation Required: ___ X ___
Yes No

**Original to:** City Clerk
Copies to: Accounts Payable Contractor Inspector File

# CITY OF OCEANSIDE
## CONTRACT CHANGE ORDER

DATE February 13th, 2007
PROJECT # (501) 737556
CHANGE ORDER 4
PURCHASE ORDER # 77287-000

**PROJECT TITLE:**
**Pacific Street Bridge Over The San Luis Rey River**

**This change order provides for:** Furnishing and installing an additional16" Butterfly valve at the 16x16x16 inch Tee on the new 16" waterline as per the request of the City of Oceanside Utility Department. This change will enable the City to connect to future lines from said butterfly valve point in lieu of installing the planned Tee only.

All work shall be in accordance with the contract documents and technical specifications and as specified for this particular item.

Compensation to the Contractor shall be at Increase in Contract Item no. 81 @ Contract Price of **$4,000.00**.

| Item no. | Item Description | Quantity Increase | Increased Costs | Item % increase |
|---|---|---|---|---|
| 81 | Utility (16" Water Main) 16" Valves | 1 EA | $4,000.00 | 50% |

This price includes full compensation on all Contractor's labor, materials, equipments, markups, overheads, profits and incidentals for the work of this change order. No Time extension is warranted by reason of this change.

**Total for Change Order # 4** **$4,000.00**

| | | |
|---|---|---|
| Contract amount: | $ 18,062,414.70 ✓ | 100.0% |
| Prior Change Orders | $ 5,359.26 | 0.0295% 8,388.38 |
| Subtotal | $ ~~18,067,773.96~~ | 100.0295% 18,070,803.08 |
| Change Order 4 | $ 4,000.00 ✓ | 0.022% ~~18,026~~ |
| Total | $ 18,071,773.96 | 100.0515% 18,074,803.08 |

Contractor shall not be entitled to any additional payment regarding the work of this Change Order.

Cost Impact: Increase X Decrease ___ No Change ___

By reason of this order the time of completion will be adjusted as follows: 0 days.

Recommended by: _____
**Maryam Babaki, Project Manager**
**CITY OF OCEANSIDE**

Contract Summary:

Accepted By: _____
**FCI Constructors, Inc., Contractor**

| | |
|---|---|
| Initial Contract Amount: | $18,062,414.70 |
| Change Order (4) | $4,000.00 |
| Change Orders to date | ~~$5,359.26~~ 8388.38 |
| Total to Date: | ~~$18,071,773.96~~ 18,074,803.08 |

Printed Name: _____

Approved by: _____
**Gary Kellison, Public Works Dep.**
**CITY OF OCEANSIDE**

Additional Appropriation Required: ___ Yes X No

**Original to:** City Clerk
Copies to: Accounts Payable Contractor Inspector File

# CITY OF OCEANSIDE
## CONTRACT CHANGE ORDER NO. 05

DATE: April 27th, 2007
PROJECT # (501) 737556
CHANGE ORDER 5
PURCHASE ORDER # 77287-000

**PROJECT TITLE:**
**Pacific Street Bridge Over The San Luis Rey River**

**This change order provides for:** Adjustment of Item no. 79 "Utility Relocation" contract price.

**Reason for Change:** The work under this item has been amended as follows:

- Remove AT&T/SBC Utility Vault work (Credit to City)
- Add approx. 8' of telecom trenching, compaction, furnishing and installation of conduit, and backfilling with native material, Aggregate base and AC finish.

**Cost of Change:** This change shall result on a **credit of $4,761.10** to the City, which ultimately adjusts the price of item no. 79 to $235,238.90.

**Contract Time Adjustment:** No Time adjustment is warranted by reason of this change.

| | | |
|---|---|---|
| **Total for Change Order # 5** | **- $4,761.10** | |
| Contract amount: | $ 18,062,414.70 | 100.0% |
| Prior Change Orders | $ 29,709.62 | 0.163% |
| Subtotal | $ 18,092,124.32 | 100.163% |
| Change Order 5 | $ - 4,761.10 | - 0.026% |
| Total | $ 18,087,363.22 | 100.137% |

Cost Impact: Increase____ Decrease_X_ No Change ____

By reason of this order the time of completion will be adjusted as follows: 0 days.

Recommended by: _____
**Maryam Babaki, Project Manager**
**CITY OF OCEANSIDE**

Contract Summary:

| | |
|---|---|
| Initial Contract Amount: | $18,062,414.70 |
| Change Order (5) | - $4,761.10 |
| Change Orders to date | $30,509.62 |
| Total to Date: | $18,087,363.22 |

Accepted By: _____
**FCI Constructors, Inc., Contractor**

Printed Name: _____

Approved by: _____
**CITY ENGINEER**
**CITY OF OCEANSIDE**

Additional Appropriation Required: ____ X ____
Yes No

**Original to:** City Clerk
Copies to: Accounts Payable Contractor Inspector File

# CITY OF OCEANSIDE
## CONTRACT CHANGE ORDER NO. 06

**PROJECT TITLE:**

**Pacific Street Bridge Over the San Luis Rey River**

DATE October 26, 2007
PROJECT No. (501) 737556
CHANGE ORDER No. 06
PURCHASE ORDER No. 77287-000

---

**This change order provides for:** Additional unforeseen & extra works to repair broken sewer lateral, broken storm drain line, and the broken sewer force main that were encountered during the installation of the new 8" sewer main. Also, it covers the stand by time and the additional potholing for the 10" DIP waterline tie-in on Harbor Blvd. It also includes the extra works requested to clean-up sidewalk and curb (Field Directive #00005, dated 4/30/07), and repairs to the temporary fence (Field Directive #00006, dated 5/3/07)

**Reason for Change:** The additional work to repair the broken sewer lateral, storm drain line and the sewer force main were out of the contractor's control and had to be fixed. Also, additional potholing had to be performed by contractor during the installation of the 10" DIP waterline. The other items of additional works were ordered by Field Directives # 00005, & #00006.

**Cost of Change:** In accordance with Section 7.4 'Changed Conditions', contractor shall be compensated for additional works due to unforeseen situations, and the following is the cost breakdown of additional works by contractor:

| | DESCRIPTION | COST OF WORK |
|---|---|---|
| 1. | Broken Sewer Lateral repair, per PCO #001 | $ 961.74 |
| 2. | Broken Storm Drain repair, per PCO #002 | $1,330.77 |
| 3. | Broken Sewer Force Main Connection repair, per PCO # 003 | $3,653.53 |
| 4. | Stand-by Time & Potholing for Waterline Tie-in, per PCO # 004 | $2,883.59 |
| 5. | Sidewalk & Curb Clean-up, per Field Directive # 00005, and PCO # 017 | $ 283.25 |
| 6. | Temporary Fence repair per Field directive # 00006, and PCO # 018 | $ 953.02 |
| | **TOTAL** | **$10,065.90** |

For this work, the contractor shall receive and accept the Agreed Amount of $ 10,065.90. This sum constitutes full and complete compensation for furnishing all labor, material, equipment, tools, and incidentals including all markups by reason of this change. Contractor shall not be entitled to any additional payment regarding the work of this Change Order No. 06.

# CITY OF OCEANSIDE
## CONTRACT CHANGE ORDER NO. 06

DATE October 26, 2007
PROJECT No. (501) 737556
CHANGE ORDER No. #6 Pg.2
PURCHASE ORDER No. 77287-000

**Contract Time Adjustment:** By reason of this order the time of completion will be adjusted as follows: 0 Day(s).

**Cost Impact:** Increase X Decrease _____ No Change _____ in the Agreed Amount of $ **10,065.90**

Recommended by: _____
**David Taschak, Project Manager**
**CITY OF OCEANSIDE**

**Contract Summary**:

| | | |
|---|---|---|
| Initial Contract Amount: | $ 18,062,414.70 | |
| Prior CCOs (1-5): | $ 7,627.28 | ( 0.042%) |
| Subtotal: | $ 18,070,041.98 | (100.042%) |
| Change Order No. 8: | $ 10,065.90 | ( 0.056%) |
| Total Contract Amount: | $ 18,080,107.88 | (100.098%) |

Accepted By: _____ 10/30/07
Printed Name: _____
**FCI Constructors, Inc.**
**CONTRACTOR**

Approved by: _____
**Scott Smith, City Engineer**
**CITY OF OCEANSIDE** 11-21-07

Additional Appropriation Required: _____ Yes _____ No

**Original to:** **City Clerk**
Copies to: Accounts Payable; Contractor; Inspector; File

# CITY OF OCEANSIDE
## CONTRACT CHANGE ORDER NO. 07

DATE: March 19th, 2007
PROJECT # (501) 737556
CHANGE ORDER 7
PURCHASE ORDER # 77287-000

**PROJECT TITLE:**
**Pacific Street Bridge Over The San Luis Rey River**

**This change order provides for:** Provide a temporary hot tap connection to the existing 10" waterline, near the location where the fire hydrant will be relocated per note 1 on sheet 34A, and temporarily relocate the existing fire hydrant referenced by note 1 on sheet 34A, in advance of the completion of the new 10" waterline and final relocation of the fire hydrant.

**Reason for Change:** This is to maintain continued water supply to the fire hydrant and avoid any interference between the new 16" line and the existing fire hydrant.

**Cost of Change:** Compensation to the Contractor is at labor and equipment time and materials costs including applicable markups.

**Contract Time Adjustment:** Addition of (1) one day to the completion date.

**Total for Change Order # 7** **$8,055.09**

| | | |
|---|---|---|
| Contract amount: | $ 18,062,414.70 | 100.0% |
| Prior Change Orders | $ 12,368.38 | 0.068% |
| Subtotal | $ 18,074,783.08 | 100.068% |
| Change Order 7 | $ 8,055.09 | 0.045% |
| Total | $ 18,082,838.17 | 100.113% |

Contractor shall not be entitled to any additional payment regarding the work of this Change Order.

Cost Impact: Increase X Decrease ___ No Change ___

By reason of this order the time of completion will be adjusted as follows: +1 day.

Recommended by: _____
**Maryam Babaki, Project Manager**
**CITY OF OCEANSIDE**

Contract Summary:

| | |
|---|---|
| Initial Contract Amount: | $18,062,414.70 |
| Change Order (7) | $8,055.09 |
| Change Orders to date | $12,368.38 |
| Total to Date: | $18,082,838.17 |

Accepted By: _____
**FCI Constructors, Inc., Contractor**

Printed Name: Rubén Claudio

Approved by: _____
**CITY ENGINEER**
**CITY OF OCEANSIDE**

Additional Appropriation Required: ___ Yes X No

**Original to:** **City Clerk**
Copies to: Accounts Payable Contractor Inspector File

# CITY OF OCEANSIDE
# CONTRACT CHANGE ORDER NO. 08

**PROJECT TITLE:**

**Pacific Street Bridge Over the San Luis Rey River**

DATE October 22, 2007
PROJECT No. (501) 737556
CHANGE ORDER No. 08
PURCHASE ORDER No. 77287-000

---

**This change order provides for:** A change in the method of construction for the 10-inch waterline connection. The change in method shall be to perform the Work during the night. The Work to connect the new waterline to the existing waterline shall be performed between the hours of 11:00PM and 5:30AM. Waterline thrust blocks shall be constructed of High-Early-Strength concrete.

**Reason for Change:** The actual location of existing waterline valve where the new 10-inch waterline is to be connected is in the detour travel lanes. The Work to connect the waterline requires disruption of water service. Disruption of water service is restricted to the hours of 11:00 PM to 5:30 AM. Therefore, FCI Constructors, Inc. is directed to perform this Work within the restricted hours to avoid disruption of water service to surrounding business and to minimize traffic congestion. FCI Constructors, Inc. has submitted PCO#11 in request of payment for this extra work.

**Cost of Change:** In accordance with Section 7.21.5 'COST OF WORK' of the General Provisions, compensate FCI Constructors, Inc for the differential cost for night shift labor; for the differential material and equipment costs to provide high-early-strength concrete; and for the equipment cost for nighttime traffic control.

For this work, the contractor shall receive and accept the Agreed Amount of $ 4,552.55. This sum constitutes full and complete compensation for furnishing all labor, material, equipment, tools, and incidentals including all markups by reason of this change.

**Contract Time Adjustment:** By reason of this order the time of completion will be adjusted as follows: 0 Day(s).

**Cost Impact:** Increase X Decrease _____ No Change _____ in the Agreed Amount of $ 4,552.55

Recommended by: _____
**David Toschak, Project Manager**
**CITY OF OCEANSIDE**

**Contract Summary**:

| | | |
|---|---|---|
| Initial Contract Amount: | $ 18,062,414.70 | |
| Prior CCOs (1-7): | $ 20,423.47 | ( 0.11%) |
| Subtotal: | $ 18,082,838.17 | ( 100.11%) |
| Change Order No. 8: | $ 4,552.55 | ( 0.02%) |
| Total Contract Amount: | $ 18,087,390.72 | ( 100.14%) |

Accepted By: _____ 10/30/07
Printed Name: _____
**FCI Constructors, Inc.**
**CONTRACTOR**

Approved by: _____
**Scott Smith, City Engineer**
**CITY OF OCEANSIDE**

Additional Appropriation Required: X (Yes) _____ (No)

**Original to:** **City Clerk**
Copies to: Accounts Payable; Contractor; Inspector; File

# CITY OF OCEANSIDE
## CONTRACT CHANGE ORDER NO. 09

DATE: April 26st, 2007
PROJECT # (501) 737556
CHANGE ORDER 9
PURCHASE ORDER # 77287-000

**PROJECT TITLE:**
**Pacific Street Bridge Over The San Luis Rey River**

**This change order provides for:** Eliminating Contract item No. 20 "Relocate Pay Box"

**Reason for Change:** The City decided to have parking lots 6,7 and 10 a free 2-hour parking limit during the course of the construction work.

**Cost of Change:** This change shall result on a **credit** to the City in the amount of the item bid cost of $800.00

**Contract Time Adjustment:** No Time adjustment is warranted by reason of this change.

**Total for Change Order # 9** **- $800.00**

| | | |
|---|---|---|
| Contract amount: | $ 18,062,414.70 | 100.0% |
| Prior Change Orders | $ 30,509.62 | 0.167% |
| Subtotal | $ 18,092,924.32 | 100.167% |
| Change Order 9 | $ -800.00 | - 0.0044% |
| Total | $ 18,092,124.32 | 100.163% |

Cost Impact: Increase____ Decrease_X_ No Change ____

By reason of this order the time of completion will be adjusted as follows: 0 days.

Recommended by: _____
**Maryam Babaki, Project Manager**
**CITY OF OCEANSIDE**

Contract Summary:

| | |
|---|---|
| Initial Contract Amount: | $18,062,414.70 |
| Change Order (9) | - $800.00 |
| Change Orders to date | $30,509.62 |
| Total to Date: | $18,092,124.32 |

Accepted By: _____
**FCI Constructors, Inc., Contractor**
Printed Name: Robin Claudio 4/26/07

Approved by: _____
**CITY ENGINEER**
**CITY OF OCEANSIDE**

Additional Appropriation Required: ____ X ____
Yes No

**Original to:** **City Clerk**
Copies to: Accounts Payable Contractor Inspector File

# CITY OF OCEANSIDE
# CONTRACT CHANGE ORDER NO. 10

DATE: April 15th, 2007
PROJECT # (501) 737556
CHANGE ORDER 10
PURCHASE ORDER # 77287-000

**PROJECT TITLE:**
**Pacific Street Bridge Over The San Luis Rey River**

**This change order provides for:** Remove and dispose off outside the project's limits, the existing trash enclosures concrete pad (approx. 45'x35'x1') located at the northeast corner of parking lot #7. This is per field directive #2. Please note that a supplement to this change order shall be issued to address the compensation for the remaining portion of the work in due coarse.

**Reason for Change:** This change is requested by the City to make certain that the Harbor Dr. traffic Detour of phase II maintains comfortable and smooth ride ability to the motorists.

**Cost of Change:** Compensation to the Contractor shall be at an agreed Lump Sum price of $2,783.19. This price includes full compensation on all Contractor's labor, materials, equipments, markups, overheads, profits and incidentals for the work of this change order.

**Contract Time Adjustment:** No time adjustment is warranted by reason of this change.

**Total for Change Order # 10** **$2,783.19**

| | | |
|---|---|---|
| Contract amount: | $ 18,062,414.70 | 100.0% |
| Prior Change Orders | $ 20,423.47 | 0.112% |
| Subtotal | $ 18,082,838.17 | 100.112% |
| Change Order 10 | $ 2,783.19 | 0.015% |
| Total | $ 18,085,621.36 | 100.127% |

Contractor shall not be entitled to any additional payment regarding the work of this Change Order.

Cost Impact: Increase X Decrease ___ No Change ___

By reason of this order the time of completion will be adjusted as follows: 0 day.

Recommended by: _____
**Maryam Babaki, Project Manager**
**CITY OF OCEANSIDE**

Contract Summary:

| | |
|---|---|
| Initial Contract Amount: | $18,062,414.70 |
| Change Order (10) | $2,783.19 |
| Change Orders to date | $20,423.47 |
| Total to Date: | $18,085,621.36 |

Accepted By: _____ 4/17/07
**FCI Constructors, Inc., Contractor**

Printed Name: Ruben Claudio

Approved by: _____
**CITY ENGINEER**
**CITY OF OCEANSIDE**

Additional Appropriation Required: ___ Yes X No

**Original to:** **City Clerk**
Copies to: Accounts Payable Contractor Inspector File

# CITY OF OCEANSIDE
# CONTRACT CHANGE ORDER NO. 11

DATE: April 15th, 2007
PROJECT # (501) 737556
CHANGE ORDER 11
PURCHASE ORDER # 77287-000

**PROJECT TITLE:**
**Pacific Street Bridge Over The San Luis Rey River**

**This change order provides for:** Mobilization and Demobilization of the AC sub-contractor, traffic control while performing AC placement operations over utility trenches crossing Harbor Dr. South and Pacific Street, furnishing and installation of orange snow fencing and special type orange white striped light weight barriers around the work area and traffic organizer for the Harbor parking area on the Ironman triathlon event day.

**Reason for Change:** This is requested by the City to accommodate the Ironman Triathlon event on 3/31/07, so that the construction work area access is controlled and maintains a clean and orderly look and traffic properly directed around the parking areas. Also, the bike path for the race maintains a smooth roadway surface.

**Cost of Change:** Compensation to the Contractor shall be at an agreed Lump Sum price of $7,303.24. This price includes full compensation on all Contractor's labor, materials, equipments, markups, overheads, profits and incidentals for the work of this change order.

**Contract Time Adjustment:** No time adjustment is warranted by reason of this change.

**Total for Change Order # 11** **$7,303.24**

| | | |
|---|---|---|
| Contract amount: | $ 18,062,414.70 | 100.0% |
| Prior Change Orders | $ 23,206.38 | 0.127% |
| Subtotal | $ 18,085,621.36 | 100.127% |
| Change Order 11 | $ 7,303.24 | 0.040% |
| Total | $ 18,092,924.60 | 100.167% |

Contractor shall not be entitled to any additional payment regarding the work of this Change Order.

Cost Impact: Increase X Decrease ___ No Change ___

By reason of this order the time of completion will be adjusted as follows: 0 day.

Recommended by: _____
**Maryam Babaki, Project Manager**
**CITY OF OCEANSIDE**

Contract Summary:

| | |
|---|---|
| Initial Contract Amount: | $18,062,414.70 |
| Change Order (11) | $23,206.38 |
| Change Orders to date | $7,303.24 |
| Total to Date: | $18,092,924.60 |

Accepted By: _____ 4/17/07
**FCI Constructors, Inc., Contractor**

Printed Name: Ruben Claudio

Approved by: _____
**CITY ENGINEER**
**CITY OF OCEANSIDE**

Additional Appropriation Required: ___ Yes X No

**Original to:** **City Clerk**
Copies to: Accounts Payable Contractor Inspector File

# CITY OF OCEANSIDE
# CONTRACT CHANGE ORDER NO. 12

**PROJECT TITLE:**

**Pacific Street Bridge Over the San Luis Rey River**

DATE October 26, 2007
PROJECT No. (501) 737556
CHANGE ORDER No. 12
PURCHASE ORDER No. 77287-000

---

**This change order provides for:** the construction and removal of a detour at Pacific Street Sta. 25+60 to 15+40.03 as shown on Plan Sheet 13736B, "Stage Construction and Traffic Handling Plan, Phase II – SC-3" Revision 1.

**Reason for Change:** The location of Pacific Street Bridge Abutment 5, the shored excavation needed to construct the abutment 5 footing, and the temporary barrier rail to protect pedestrians from the excavation, encroach the existing northbound lane of Pacific Street along south bank of San Luis Rey River. Extra work is necessary to detour the existing Pacific Street lanes past the abutment construction and maintain the existing travel way. FCI Constructors, Inc. has submitted PCO#21 in request for payment for this extra work.

**Cost of Change:** In accordance with Section 7.21.4 'CHANGE IN CONTRACT PRICE' and Section 7.21.5 'COST OF WORK' of the General Provisions, this Change Order compensates FCI Constructors, Inc. for the extra work to construct and remove the detour shown on Plan Sheet 13736B, "Stage Construction and Traffic Handling Plan, Phase II – SC-3" Revision 1 as follows:

Increase in work at Item Bid Unit Price:

| | | | | |
|---|---|---|---|---|
| Item #06 | Construction Area Signs | 4 EA @ $300.00 | $1,200.00 | ( +3.36%) |
| Item #15 | Remove Painted Traffic Stripes & Markings | 130 M @ $5.00 | $650.00 | ( +15.29%) |
| Item #17 | Remove Asphalt Concrete Berm | 104 M @ $3.00 | $312.00 | ( +23.64%) |
| Item #19 | Relocate Roadside Sign | 2 EA @ $250.00 | $500.00 | ( +4.00%) |
| Item #30 | Roadway Excavation | 94M3 @ $30.00 | $2,808.00 | ( +11.75%) |
| Item #40 | Full Depth AC Repair | 157 M2 @ $145.00 | $22,765.00 | ( +28.81%) |
| Item #60 | Paint Traffic Stripe (2 Coats) | 130 M @ $5.00 | $650.00 | ( +1.97%) |
| | | Subtotal | $28,885.00 | |

Increase in work at Cost of Work:

Provide traffic control and flagging for construction of the detour. Clear and grub landscaping adjacent to reconstructed shoulder. Install and remove temporary concrete barrier rail and traffic controls as shown in SC-3Rev.-1. Re-mobilize paving and stripping crew for work shown in SC-3 Rev.-1.

Subtotal for Cost of Work $17,234.91

For this extra work determined at Increase in Item at Bid Unit Price and at Cost of Work, the contractor shall receive and accept the Agreed Amount of $ 46,119.91. This sum constitutes full and complete compensation for furnishing all labor, material, equipment, tools, and incidentals including all markups by reason of this change.

**PROJECT TITLE:**

**Pacific Street Bridge Over the San Luis Rey River**

DATE October 26, 2007
PROJECT No. (501) 737556
CHANGE ORDER No. 12 p.2
PURCHASE ORDER No. 77287-000

---

**Contract Time Adjustment:** By reason of this order the time of completion will be adjusted as follows: 0 Day(s).

**Contract Cost Impact:** Increase X Decrease _____ No Change _____ in the Agreed Amount of $ 46,119.91

Recommended by: _____
**David Toschak, Project Manager**
**CITY OF OCEANSIDE**

**Contract Summary:**

| | | |
|---|---|---|
| Initial Contract Amount: | $ 18,062,414.70 | |
| Prior CCOs (1-11): | $ 39,587.25 | ( 0.22%) |
| Subtotal: | $ 18,102,001.95 | ( 100.22%) |
| Change Order No. 12: | $ 46,119.91 | ( 0.25%) |
| Total Contract Amount: | $ 18,148,121.86 | ( 100.47%) |

Accepted By: _____ 10/30/07
Printed Name: _____
**FCI Constructors, Inc.**
**CONTRACTOR**

Approved by: _____
**Scott Smith, City Engineer**
**CITY OF OCEANSIDE** 12-21-07

Additional Appropriation Required: _____ Yes _____ No

**Original to:** City Clerk
Copies to: Accounts Payable; Contractor; Inspector; File

# CITY OF OCEANSIDE
# CONTRACT CHANGE ORDER NO. 13

**PROJECT TITLE:**

**Pacific Street Bridge Over the San Luis Rey River**

DATE October 26, 2007
PROJECT No. (501) 737556
CHANGE ORDER No. 13
PURCHASE ORDER No. 77287-000

---

**This change order provides for:** extra work performed at the direction of SDG&E during the relocation the existing SDG&E underground electrical and gas facilities. This extra work includes an increased depth of the joint utility trench to accommodate spacing requirements between the SDG&E, SBC, and COX facilities within the trench; the revised SDG&E electrical pack joint intercept locations; the modified intercept location per SDG&E FCO #2 and applicable traffic controls.

**Reason for Change:** The installation of a cathodic line as required by SDG&E was not shown in Exhibit 8 of the Contract. Given the SDG&E requirements for a cathodic line and conduit spacing, the Contractor was directed to increase the depth of the joint utility trench. The increased trench depth required for shoring. The additional depth and shoring increased the work from that shown in Exhibit 8, Utility Agreements 2005-1, 2005-2, 2005-3, and 2005-4. As the joint trench work progressed, the intercept locations for the new electrical facility were determined by SDG&E to be at locations other than that shown in Exhibit 8. The additional work and delays in determining acceptable intercept locations could not have been anticipated by the Contractor. Furthermore, SDG&E determined that the existing facility contained asbestos materials. Environmental requirements for handling of asbestos material would have delayed the Project. To prevent delay, SDG&E provided SDG&E Field Change Order #2 to minimize the handling asbestos and avoid delay by extended the joint trench to handholds in the existing electrical facility. The additional work to extend the joint trench to existing handhold could not have been anticipated by the Contactor. For these changes FCI Constructors, Inc. has submitted PCO(s) #20, #24, and #25 in request for payment.

**Cost of Change:** In accordance with Section 7.21.4 'CHANGE IN CONTRACT PRICE', Subsection (b) and Section 7.21.5 'COST OF WORK' of the General Provisions, this Change Order compensates FCI Constructors, Inc. for the extra work to complete the utility relocations of Exhibit 8, Utility Agreements 2005-1 and 2005-2 in compliance with SDG&E.

For this extra work, the contractor shall receive and accept the Agreed Amount of $133,303.84. This sum constitutes full and complete compensation for furnishing all labor, material, equipment, tools, and incidentals including all markups by reason of this change.

**PROJECT TITLE:**

**Pacific Street Bridge Over the San Luis Rey River**

DATE October 26, 2007
PROJECT No. (501) 737556
CHANGE ORDER No. 13p2
PURCHASE ORDER No. 77287-000

---

**Contract Time Adjustment:** By reason of this order the time of completion will be adjusted as follows: 0 Day(s).

**Contract Cost Impact:** Increase X Decrease _____ No Change _____ in the Agreed Amount of **$ 133,303.84**

Recommended by: _____
**David Toschak, Project Manager**
**CITY OF OCEANSIDE**

**Contract Summary:**

| | | |
|---|---|---|
| Initial Contract Amount: | $ 18,062,414.70 | |
| Prior CCOs (1-12): | $ 85,787.16 | ( 0.47%) |
| Subtotal: | $ 18,148,121.86 | (100.47%) |
| Change Order No. 13: | $ 133,303.84 | ( 0.74%) |
| Total Contract Amount: | $ 18,281,425.70 | (101.21%) |

Accepted By: _____ 10/30/07
Printed Name: _____
**FCI Constructors, Inc.**
**CONTRACTOR**

Approved by: _____
**Scott Smith, City Engineer** 12-21-07
**CITY OF OCEANSIDE**

Additional Appropriation Required: _____ Yes _____ No

**Original to:** **City Clerk**
Copies to: Accounts Payable; Contractor; Inspector; File

# CITY OF OCEANSIDE
## CONTRACT CHANGE ORDER NO. 14

DATE: March 6th, 2008
PROJECT # (501) 737556
CHANGE ORDER 14
PURCHASE ORDER # 77287-000

**PROJECT TITLE:**
**Pacific Street Bridge Over The San Luis Rey River**

**This change order provides for:** the demolition and reconstruction of drainage system #3 due to a Survey error and the removal of existing relief well piping and the installation of new pipe to tie into the new storm drain system. It also provides for additional piping and excavation to connect the gunite swale to the Type A inlet on drainage system #1.

**Reason for Change:** Survey placed the elevation of the inlet and outlet pipes at the wrong elevation causing conflict with the top of the 18" reinforced concrete pipe being above the top of the type A inlet, using the relief well elevation as opposed to the invert elevation to set the grades. The removal and installation of relief well piping was due to a conflict with the storm drain system to be installed along Harbor Drive and the swale had to be aligned to allow for proper flow and drainage.

**Cost of Change:** Compensation to the Contractor was tracked at Time and Materials for a price of $9,168.78. This price includes full compensation on all Contractor's labor, materials, equipments, markups, overheads, profits and incidentals for the work of this change order.

**Contract Time Adjustment:** No time adjustment is warranted by reason of this change.

**Total for Change Order # 14** **$9,168.78**

| | | |
|---|---|---|
| Contract amount: | $ 18,062,414.70 | 100.000% |
| Prior Change Orders | $ 219,091.00 | 1.210% |
| Subtotal | $ 18,281,505.70 | 101.213% |
| Change Order 14 | $ 9,168.78 | 0.050% |
| Total | $ 18,290,674.48 | 101.263% |

Contractor shall not be entitled to any additional payment regarding the work of this Change Order.

Cost Impact: Increase X Decrease ___ No Change ___

By reason of this order the time of completion will be adjusted as follows: 0 day.

Recommended by: _____
**David Toschak, Project Manager**
**CITY OF OCEANSIDE**

Contract Summary:

| | |
|---|---|
| Initial Contract Amount: | $18,062,414.70 |
| Prior CCOs (1-13) | $ 219,091.00 |
| Change Order No. 14 | $ 9,168.78 |
| Total to Date: | $18,290,674.48 |

Accepted By: _____
**FCI Constructors, Inc., Contractor**
Printed Name: _____

Approved by: _____
**Scott Smith, CITY ENGINEER**
**CITY OF OCEANSIDE**

Additional Appropriation Required: ___ Yes X No

**Original to:** **City Clerk**
Copies to: Accounts Payable Contractor Inspector File

# CITY OF OCEANSIDE
## CONTRACT CHANGE ORDER NO. 15

DATE: March 7th, 2008
PROJECT # (501) 737556
CHANGE ORDER 15
PURCHASE ORDER # 77287-000

**PROJECT TITLE:**
**Pacific Street Bridge Over The San Luis Rey River**

**This change order provides for:** the addition of stirrups in the end of the diaphragm and girder for bursting stresses per the new AASHTO code for bridge design, providing additional reinforcement in the intermediate diaphragm for access, and adding reinforcement required at abutment 5 where the shear key meets the bridge as shown at abutment 1.

**Reason for Change:** The Designer based on new bridge construction codes added the additional bursting steel. The reinforcement added at the intermediate diaphragms were to allow access into the bays using the manholes indicated on the plans. The steel for the west side of abutment 5 was not shown by a cross section in the plans for abutment 5, but was called out at abutment 1 and was added to match the tie in between the shear key and the bridge.

**Cost of Change:** Compensation to the Contractor was tracked at Time and Materials for a price of $3,835.45. This price includes full compensation on all Contractor's labor, materials, equipments, markups, overheads, profits and incidentals for the work of this change order.

**Contract Time Adjustment:** No time adjustment is warranted by reason of this change.

**Total for Change Order # 15** **$3,835.45**

| | | |
|---|---|---|
| Contract amount: | $ 18,062,414.70 | 100.000% |
| Prior Change Orders | $ 228,259.78 | 1.260% |
| Subtotal | $ 18,290,674.48 | 101.263% |
| Change Order 15 | $ 3,835.45 | 0.021% |
| Total | $ 18,294,509.93 | 101.284% |

Contractor shall not be entitled to any additional payment regarding the work of this Change Order.

Cost Impact: Increase X Decrease ___ No Change ___

By reason of this order the time of completion will be adjusted as follows: 0 day.

Recommended by: _____
**David Toschak, Project Manager**
**CITY OF OCEANSIDE**

Contract Summary:

| | |
|---|---|
| Initial Contract Amount: | $18,062,414.70 |
| Prior CCOs (1-14) | $ 228,259.78 |
| Change Order No. 15 | $ 3,835.45 |
| Total to Date: | $18,294,509.93 |

Accepted By: _____
**FCI Constructors, Inc., Contractor**

Printed Name: _____

Approved by: _____
**Scott Smith, CITY ENGINEER**
**CITY OF OCEANSIDE**

Additional Appropriation Required: ___ Yes X No

**Original to:** **City Clerk**
Copies to: Accounts Payable Contractor Inspector File

# CITY OF OCEANSIDE
## CONTRACT CHANGE ORDER NO. 16

DATE: April 9th, 2008
PROJECT # (501) 737556
CHANGE ORDER 16
PURCHASE ORDER # 77287-000

**PROJECT TITLE:**
**Pacific Street Bridge Over The San Luis Rey River**

**This change order provides for:** additional unforeseen traffic control measures to remove temporary concrete barrier rail and crash cushions installed for the Pacific Street detour, to rent temporary Changeable Message Boards (CMB) and to modify Phase III detour signs as determined necessary by the Engineer.

**Reason for Change:** Upon implementing the Phase III detour the Engineer determined that adding two CMS boards, adding four detour signs, seven overlays, and adjusting the location of four signs shown on DE-1would improve the effectiveness of the detour and minimized inconvenience to the public.

**Cost of Change:** Compensation to the Contractor was tracked on time and materials for a price of $8,859.67. This price includes full compensation on all Contractor's labor, materials, equipments, markups, overheads, profits and incidentals for the work of this change order.

**Contract Time Adjustment:** No time adjustment is warranted by reason of this change.

**Total for Change Order # 16** **$8,859.67**

| | | |
|---|---|---|
| Contract amount: | $ 18,062,414.70 | 100.000% |
| Prior Change Orders | $ 232,095.23 | 1.285% |
| Subtotal | $ 18,294,509.93 | 101.285% |
| Change Order 16 | $ 8,859.67 | 0.049% |
| Total | $ 18,303,369.60 | 101.334% |

Contractor shall not be entitled to any additional payment regarding the work of this Change Order.

Cost Impact: Increase X Decrease ___ No Change ___

By reason of this order the time of completion will be adjusted as follows: 0 day.

Recommended by: _____
**David Toschak, Project Manager**
**CITY OF OCEANSIDE**

Contract Summary:

| | |
|---|---|
| Initial Contract Amount: | $18,062,414.70 |
| Prior CCOs (1-15) | $ 232,095.23 |
| Change Order No. 16 | $ 8,859.67 |
| Total to Date: | $18,303,369.60 |

Accepted By: _____
**FCI Constructors, Inc., Contractor**

Printed Name: Rubén Claudio

Approved by: _____
**Scott Smith, CITY ENGINEER**
**CITY OF OCEANSIDE**

Additional Appropriation Required: ___ Yes X No

**Original to:** **City Clerk**
Copies to: Accounts Payable Contractor Inspector File

# CITY OF OCEANSIDE
## CONTRACT CHANGE ORDER NO. 17

DATE: April 3rd, 2008
PROJECT # (501) 737556
CHANGE ORDER 17
PURCHASE ORDER # 77287-000

**PROJECT TITLE:**
**Pacific Street Bridge Over The San Luis Rey River**

**This change order provides for:** the de-mobilization and re-mobilization of the Contractor's sub, Foothill Drilling, due to a conflict between the installation of the relief wells and the 16" waterline and the time to get the revised locations. It also compensates for the installation of the risers from the drain into the coping to sidewalk grade of the North MSE wall.

**Reason for Change:** The location of seven of the relief wells along Harbor Drive was determined to be in conflict with the location of the 16" waterline to be installed. While this issue was being reviewed and resolved, the Sub-Contractor was forced to remove their equipment from the site and return on a later date to complete the drilling for the relief wells. When the location was determined it placed the relief well risers inside the MSE wall and the need for them to be raised to sidewalk grade.

**Cost of Change:** Compensation to the Contractor was a lump sum price of $7,500.00. This price includes full compensation on all Contractor's labor, materials, equipments, markups, overheads, profits and incidentals for the work of this change order.

**Contract Time Adjustment:** No time adjustment is warranted by reason of this change.

**Total for Change Order # 17** **$7,500.00**

| | | |
|---|---|---|
| Contract amount: | $ 18,062,414.70 | 100.000% |
| Prior Change Orders | $ 240,954.90 | 1.334% |
| Subtotal | $ 18,303,369.60 | 101.334% |
| Change Order 17 | $ 7,500.00 | 0.041% |
| Total | $ 18,310,869.60 | 101.375% |

Contractor shall not be entitled to any additional payment regarding the work of this Change Order.

Cost Impact: Increase X Decrease ___ No Change ___

By reason of this order the time of completion will be adjusted as follows: 0 day.

Recommended by: _____
**David Toschak, Project Manager**
**CITY OF OCEANSIDE**

Contract Summary:

| | |
|---|---|
| Initial Contract Amount: | $18,062,414.70 |
| Prior CCOs (1-16) | $ 240,954.90 |
| Change Order No. 17 | $ 7,500.00 |
| Total to Date: | $18,310,869.60 |

Accepted By: _____
**FCI Constructors, Inc., Contractor**

Printed Name: Rubén Claudio

Approved by: _____
**Scott Smith, CITY ENGINEER**
**CITY OF OCEANSIDE**

Additional Appropriation Required: ___ Yes X No

**Original to:** **City Clerk**
Copies to: Accounts Payable Contractor Inspector File

# CITY OF OCEANSIDE
## CONTRACT CHANGE ORDER NO. 18

DATE: July 7, 2008
PROJECT # (501) 737556
CHANGE ORDER 18
PURCHASE ORDER # 77287-000

**PROJECT TITLE:**
**Pacific Street Bridge Over The San Luis Rey River**

**This change order provides for:** As directed by the Engineer the contractor shall perform the following work. The existing seawall (on the east and west side of the bridge) shall be extended to Abutment 1. The seawall shall be constructed as per the details on plan sheet number 13719 and tie into the existing seawall. The contractor shall place sufficient rip rap and fill the voids with concrete in order to seal the rip rap as per the plan sheet number 13719.

**Reason for Change:** The sea wall was removed for the construction of the bridge as per plans and the contract documents did not provide for any method of compensation to build the seawall.

**Cost of Change:** Full Compensation to the Contractor shall be a lump sum price of $17,379.76. This price includes full compensation for the Contractor's labor, materials, equipment, markups, overheads, profits and incidentals to complete the work in this Change Order, as directed by the Engineer.

**Contract Time Adjustment:** No time adjustment is warranted by reason of this change.

| | | |
|---|---|---|
| **Total for Change Order # 18** | **$ 17,379.76** | |
| Contract amount: | $ 18,062,414.70 | 100.0% |
| Prior Change Orders & percent | $ 248,454.90 | 1.375% |
| Subtotal & percent | $ 18,310,869.60 | 101.375% |
| Change Order 18 & percent | $ 17,379.76 | 0.096% |
| Total & percent | $ 18,328,249.36 | 101.471% |

Contractor shall not be entitled to any additional payment regarding the work of this Change Order.

Cost Impact: Increase X Decrease ___ No Change ___

By reason of this order the time of completion will be adjusted as follows: 0 day.

Recommended by: _____
**David Toschak, Project Manager**
**CITY OF OCEANSIDE**

Contract Summary:

| | |
|---|---|
| Initial Contract Amount: | $ 18,062,414.70 |
| Prior CCOs (1-17) | $ 248,454.90 |
| Change Order No. 18 | $ 17,379.76 |
| Total to Date: | $ 18,328,249.36 |

Accepted By: _____
**FCI Constructors, Inc., Contractor**
Printed Name: Rubén Claudio

Approved by: _____
**Scott Smith, CITY ENGINEER**
**CITY OF OCEANSIDE**

Additional Appropriation Required: ___ Yes X No

**Original to:** **City Clerk**
Copies to: Accounts Payable Contractor Inspector File

# CITY OF OCEANSIDE
## CONTRACT CHANGE ORDER NO. 19

DATE: July 12, 2008
PROJECT # (501) 737556
CHANGE ORDER 19
PURCHASE ORDER # 77287-000

**PROJECT TITLE:**
**Pacific Street Bridge Over The San Luis Rey River**

**This change order provides for:** As directed by the Engineer, the following changes shall be made to this contract: Relocate Drainage System #5, due to conflicts with abutment #5, by moving the manhole on the type A clean out. Provide for the addition of a neoprene-sheeting strip to be installed over the joint between the MSE Walls and Wing Walls. Stabilize the existing unsuitable subgrade at the Harbor Drive S - MSE North Wall leveling pad. The planned architectural texture for the surface of the MSE Walls shall be changed as per the City of Oceanside's design review committee. Finally, the change order provides for the difference in the Contractor providing restrained 10" TR-Flex Ductile Iron Pipe.

**Reason for Change:** Upon layout of Abutment #5 it was determined that Drainage System #5 would be in conflict with the construction of the abutment back wall so the system was moved to the South, which in turn called for the realignment of the cleanout access. It was determined that there was a need for the installation of a neoprene material between the MSE Walls and the Wing Walls to prevent the soil backfill from migrating between the construction joints. To stabilize the subgrade under the MSE Wall leveling pads it was determined to use 600X filter fabric to stabilize the unsuitable material under the leveling pads. The change of to the MSE Wall Panel textured finish was based on the selection of the Arts Commission for the City of Oceanside. In regards to the 10" TR-Flex, there was a lack of clarification as to the specific type of 10" pipe (restrained or unrestrained) to be used by the Contractor until it was clarified by the City's Water Utilities Department at a later date. At this time it was determined that the appropriate material to be used be 10" restrained Ductile Iron Pipe.

**Cost of Change:** Compensation to the Contractor has been tracked for a lump sum price of $34,037.63. This price includes full compensation for the Contractors' labor, materials, equipments, markups, overheads, profits and incidentals for the work in this change order.

**Contract Time Adjustment:** No time adjustment is warranted by reason of this change.

| | | |
|---|---|---|
| **Total for Change Order # 19** | **$ 34,037.63** | |
| Contract amount: | $ 18,062,414.70 | 100.000% |
| Prior Change Orders & percent | $ 265,834.66 | 1.472% |
| Subtotal & percent | $ 18,328,249.36 | 101.472% |
| Change Order 19 & percent | $ 34,037.63 | 0.188% |
| Total & percent | $ 18,362,286.99 | 101.660% |

Contractor shall not be entitled to any additional payment regarding the work of this Change Order.

Cost Impact: Increase X Decrease ___ No Change ___

By reason of this order the time of completion will be adjusted as follows: 0 day.

Recommended by:_____

**David Tosehak, Project Manager**
**CITY OF OCEANSIDE**

Contract Summary:

Accepted By:_____ 7/15/

**FCI Constructors, Inc., Contractor**

| | |
|---|---|
| Initial Contract Amount: | $ 18,062,414.70 |
| Prior CCOs (1-18) | $ 265,834.66 |
| Change Order No. 19 | $ 34,037.63 |
| Total to Date: | $ 18,362,286.99 |

Printed Name: _____

Approved by:_____

**Scott Smith, CITY ENGINEER**
**CITY OF OCEANSIDE**

Additional Appropriation Required:_____X_____
Yes No

**Original to:** **City Clerk**
Copies to: Accounts Payable Contractor Inspector File

# CITY OF OCEANSIDE
## CONTRACT CHANGE ORDER NO. 20

DATE: August 19, 2008
PROJECT # (501) 737556
CHANGE ORDER 20
PURCHASE ORDER # 77287-000

**PROJECT TITLE:**
**Pacific Street Bridge Over The San Luis Rey River**

**This change order provides for:** As directed by the Engineer, the following changes shall be made to this contract: The contractor shall install reinforcing steel between the bridge overhang deck and the concrete barrier rail in order to make a positive connection between the two separate concrete items. The contractor shall provide access through the existing roadway portion of the project for special events pedestrian access.

**Reason for Change:** The reinforcing steel as shown on the plans turned out to be too short to capture the steel between the barrier rail reinforcement and the concrete barrier steel. The added steel provided for the splicing and continuity between the concrete deck overhang and the concrete barrier overhang steel. The City of Oceanside in complying with annual public use events agreed to provide controlled access through the project area for the safety of the public.

**Cost of Change:** Compensation to the Contractor has been tracked for a lump sum price of $20,501.25. This price includes full compensation for the Contractors' labor, materials, equipments, markups, overheads, profits and incidentals for the work in this change order.

**Contract Time Adjustment:** No time adjustment is warranted by reason of this change.

| | | |
|---|---|---|
| **Total for Change Order #20** | **$ 20,501.25** | |
| Contract amount: | $ 18,062,414.70 | 100.000% |
| Prior Change Orders & percent | $ 299,872.29 | 1.660% |
| Subtotal & percent | $ 18,362,286.99 | 101.660 % |
| Change Order 20 & percent | $ 20,501.25 | 0.660 % |
| Total & percent | $ 18,382,788.24 | 101.774% |

Contractor shall not be entitled to any additional payment regarding the work of this Change Order.

Cost Impact: Increase X Decrease ___ No Change ___

By reason of this order the time of completion will be adjusted as follows: 0 day.

Recommended by: _____

**David Toschak, Project Manager**
**CITY OF OCEANSIDE**

Contract Summary:

Accepted By: Ruben Claudio, Project Mana 8/26/10

**FCI Constructors, Inc., Contractor**

| | |
|---|---|
| Initial Contract Amount: | $ 18,062,414.70 |
| Prior CCOs (1-19) | $ 299,872.29 |
| Change Order No. 20 | $ 20,501.25 |
| Total to Date: | $ 18,382,788.24 |

Printed Name: Ruben Claudio

Approved by: _____

**Scott Smith, CITY ENGINEER**
**CITY OF OCEANSIDE**

Additional Appropriation Required: _____X_____
Yes No

**Original to:** **City Clerk**
Copies to: Accounts Payable Contractor Inspector File

# CITY OF OCEANSIDE
## CONTRACT CHANGE ORDER NO. 21

DATE: November 12, 2008
PROJECT # (501) 737556
CHANGE ORDER 21
PURCHASE ORDER # 77287-000

**PROJECT TITLE:**
**Pacific Street Bridge Over The San Luis Rey River**

**This change order provides for:** As directed by the Engineer the contractor shall plant and install the on site Coastal Sage Shrub Mitigation. This shall include the planting of plant species and installing approximately 300 meters of irrigation system, valves and any parts to complete the irrigation system.

**Reason for Change:** The regulatory permits dictated an area that needed to be mitigated (due to the construction project), but this area location was not determined at the time of design and was not included in the construction plans. After construction began, the mitigation area was determined and implemented.

**Cost of Change:** Full compensation for the above extra work including all labor, materials, equipment and mark ups shall be a lump sum of .....$ 5,450.05

**Contract Time Adjustment:** No time adjustment is warranted by reason of this change.

| | | |
|---|---|---|
| **Total for Change Order # 21,** | **$ 5,450.05** | |
| Contract amount: | $ 18,062,414.70 | 100.000% |
| Prior Change Orders & percent | $ 291,408.54 | 1.613% |
| Subtotal & percent | $ 18,353,823.24 | 101.613 % |
| Change Order 21 & percent | $ 5,450.05 | 0.030% |
| Total & percent | $ 18,359,273.29 | 101.643% |

Contractor shall not be entitled to any additional payment regarding the work of this Change Order.

Cost Impact: Increase X Decrease ___ No Change ___

By reason of this order the time of completion will be adjusted as follows: 0 day.

Recommended by: _____
**David Toschak, Project Manager**
**CITY OF OCEANSIDE**

Contract Summary:

Accepted By: _____
**FCI Constructors, Inc., Contractor**

| | |
|---|---|
| Initial Contract Amount: | $ 18,062,414.70 |
| Prior CCOs (1-20) | $ 291,408.54 |
| Change Order No. 21, | $ 5,450.05 |
| Total to Date: | $ 18,359,273.29 |

Printed Name: _____ 11/12/08

Approved by: _____
**Scott Smith, CITY ENGINEER**
**CITY OF OCEANSIDE**

Additional Appropriation Required: _____ X _____
Yes No

**Original to:** **City Clerk**
Copies to: Accounts Payable Contractor Inspector File

# CITY OF OCEANSIDE
## CONTRACT CHANGE ORDER NO. 22

DATE: November 12, 2008
PROJECT # (501) 737556
CHANGE ORDER 22
PURCHASE ORDER # 77287-000

**PROJECT TITLE:**
**Pacific Street Bridge Over The San Luis Rey River**

**This change order provides for:** As directed by the Engineer the contractor shall perform landscape maintenance for the Coastal Sage Scrub Mitigation area. The duration for this extra work shall be for two years. This shall include maintaining the plants, replacing if required, watering the plants, maintaining the irrigation system and as needed for the success of this area.

**Reason for Change:** The regulatory permits dictated an area that needed to be mitigated (due to the construction project), but this area location was not determined at the time of design, was not included in the construction plans and is without provisions for continued maintenance. After construction began, the mitigation area was determined, implemented and a maintenance period shall be performed by the contractor.

**Cost of Change:** Full compensation for the above extra work including all labor, materials, equipment and mark ups shall be a lump sum of .....$ 6,751.75

**Contract Time Adjustment:** No time adjustment is warranted by reason of this change.

| | | |
|---|---|---|
| **Total for Change Order # 22,** | **$ 6,751.75** | |
| Contract amount: | $ 18,062,414.70 | 100.000% |
| Prior Change Orders & percent | $ 296,858.59 | 1.644% |
| Subtotal & percent | $ 18,359,273.29 | 101.644 % |
| Change Order 22 & percent | $ 6,751.75 | 0.045% |
| Total & percent | $ 18,366,025.04 | 101.689% |

Contractor shall not be entitled to any additional payment regarding the work of this Change Order.

Cost Impact: Increase X Decrease ___ No Change ___

By reason of this order the time of completion will be adjusted as follows: 0 day.

Recommended by: _____

**David Toschak, Project Manager**
**CITY OF OCEANSIDE**

Contract Summary:

Accepted By: _____

**FCI Constructors, Inc., Contractor**

| | |
|---|---|
| Initial Contract Amount: | $ 18,062,414.70 |
| Prior CCOs (1-21) | $ 296,858.59 |
| Change Order No. 22, | $ 6,751.75 |
| Total to Date: | $ 18,366,025.04 |

Printed Name: Rubén Claudio 11/12/08

Approved by: _____

**Scott Smith, CITY ENGINEER**
**CITY OF OCEANSIDE**

Additional Appropriation Required: _____ X _____
Yes No

**Original to:** **City Clerk**
Copies to: Accounts Payable Contractor Inspector File

# CITY OF OCEANSIDE
## CONTRACT CHANGE ORDER NO. 23

DATE: November 12, 2008
PROJECT # (501) 737556
CHANGE ORDER 23
PURCHASE ORDER # 77287-000

**PROJECT TITLE:**
**Pacific Street Bridge Over The San Luis Rey River**

**This change order provides for:** As directed by the Engineer the contractor shall regrade the subgrade under the concrete drainage swales between the MSE Walls and the sea walls. This shall apply to both swales on each side of the bridge.

**Reason for Change:** The swale centerline profile grades as shown on the plans did not match the planned concrete sidewalk grades. The swale profile grades had to be raised in order to eliminate a drop off behind the sidewalk and maintain drainage flow for the swale.

**Cost of Change:** Full compensation for the above extra work including all labor, materials, equipment and mark ups shall be a lump sum of .....$ 9,640.97

**Contract Time Adjustment:** No time adjustment is warranted by reason of this change.

| | | |
|---|---|---|
| **Total for Change Order # 23,** | **$ 9,640.97** | |
| Contract amount: | $ 18,062,414.70 | 100.000 % |
| Prior Change Orders & percent | $ 303,610.34 | 1.681 % |
| Subtotal & percent | $ 18,366,025.04 | 101.681 % |
| Change Order 23 & percent | $ 9,640.97 | 0.053 % |
| Total & percent | $ 18,375,666.01 | 101.734% |

Contractor shall not be entitled to any additional payment regarding the work of this Change Order.

Cost Impact: Increase X Decrease ___ No Change ___

By reason of this order the time of completion will be adjusted as follows: 0 day.

Recommended by: _____
**David Toschak, Project Manager**
**CITY OF OCEANSIDE**

Contract Summary:

Accepted By: _____
**FCI Constructors, Inc., Contractor**

| | |
|---|---|
| Initial Contract Amount: | $ 18,062,414.70 |
| Prior CCOs (1-22) | $ 303,610.34 |
| Change Order No. 23 | $ 9,640.97 |
| Total to Date: | $ 18,375,666.01 |

Printed Name: _____ 11/12/08

Approved by: _____
**Scott Smith, CITY ENGINEER**
**CITY OF OCEANSIDE**

Additional Appropriation Required: _____ X _____
Yes No

**Original to:** **City Clerk**
Copies to: Accounts Payable Contractor Inspector File

# CITY OF OCEANSIDE
## CONTRACT CHANGE ORDER NO. 24

DATE: January 20, 2009
PROJECT # (501) 737556
CHANGE ORDER 24
PURCHASE ORDER # 77287-000

**PROJECT TITLE:**
**Pacific Street Bridge Over The San Luis Rey River**

**This change order provides for:** As directed by the Engineer the contractor shall install the following items regarding the City's furnished Parking Pay Meter in order to make the Pay Meter functional. The contractor shall furnish the light pole, light arms, construct the foundation for the light pole, install the electrical conduits, install pull boxes, construct pedestal foundation for an electrical meter and pull wires as necessary to make the system functional. Due to the ordering time for the light pole system and acquiring the electrical meter there will be added time to the contract. The lighting is a necessary safety element for the safety of the public users, has a long order time and has to be installed with the Pay Meter.

**Reason for Change:** The plans did not provide for the needed light pole, the installation of the light pole system, the needed electrical meter source, the installation of conductors with wires or the other elements to make the Parking Pay Meter system functional.

**Cost of Change:** Full compensation shall be for the above extra work including all labor, materials, equipment, time extension and mark ups. The work shall be implemented by extra work at force account. The Engineer's cost estimate for the above work is .....$9,800.00

**Contract Time Adjustment:** Time adjustment is warranted by reason of this change. The number of Working days to be added to the contract shall be 40 working days.

| | | |
|---|---|---|
| **Total for Change Order # 24,** | **$ 9,800.00** | |
| Contract amount: | $ 18,062,414.70 | 100.000 % |
| Prior Change Orders & percent | $ 313,251.31 | 1.734 % |
| Subtotal & percent | $ 18,375,666.01 | 101.734 % |
| Change Order 23 & percent | $ 9,800.00 | 0.050 % |
| Total & percent | $ 18,385,466.01 | 101.784% |

Contractor shall not be entitled to any additional payment regarding the work of this Change Order.

Cost Impact: Increase__X__Decrease___ No Change _____

By reason of this order the time of completion will be adjusted as follows:__40__ days.

Recommended by: _____
**David Toschak, Project Manager**
**CITY OF OCEANSIDE**

Contract Summary:

Accepted By: _____
**FCI Constructors, Inc., Contractor**

| | |
|---|---|
| Initial Contract Amount: | $ 18,062,414.70 |
| Prior CCOs (1-23) | $ 313,251.31 |
| Change Order No. 24 | $ 9,800.00 |
| Total to Date: | $ 18,385,466.01 |

Printed Name: Ruben Claudio 1/23/06

Approved by: _____
**Scott Smith, CITY ENGINEER**
**CITY OF OCEANSIDE**

Additional Appropriation Required: _____ X _____
Yes No

**Original to:** **City Clerk**
Copies to: Accounts Payable Contractor Inspector File

# CITY OF OCEANSIDE
# CONTRACT CHANGE ORDER NO. 25

DATE: March 17, 2009
PROJECT # (501) 737556
CHANGE ORDER 25
PURCHASE ORDER # 77287-000

**PROJECT TITLE:**
**Pacific Street Bridge Over The San Luis Rey River**

**This change order provides for:** As directed and approved by the Engineer the contractor shall provide the following changes to the construction project:

1)-The contractor shall remove the old rip rap slope protection along the east face of the old Pacific Street river crossing. The rip rap shall be transported to the nearest site available. This work shall include 2 working days for the project. {PCO 60}

2)-After the removal of the old Pacific Street roadway surface (contract work) a second asphalt roadway was discovered 12 inches below the old original roadway. This old subterranean asphalt roadway had to be removed and the removal of all asphalt roadway surfaces on the old Pacific Street is a requirement of the Environmental Permits. {PCO 67}

3)-The contractor shall replace the SDG&E vault with a 3312 concrete underground vault to house SDG&E's electrical underground wires. This is a requirement of SDG&E construction safety standards. The location for the vault is inside parking lots 6 & 7 and as shown on the construction drawings in the project files. {PCO 61}

4)-The contractor shall remove and replace a section of old concrete curb in the west end of parking lot 7, in front of the sewer lift station. {PCO 62}

5)-The contractor shall remove and replace a section of concrete curb at the east end of the project along Harbor Drive S. {PCO 69}

6)-The contractor shall install a required 1½-inch remote control master valve at the irrigation main line where it connects to the City of Oceanside's water main supply line. The location is at Sta 6+40 Lt inside the parking lot. {PCO 71}

7)-The contractor shall install a 1.5 inch water meter, perform the wet tap to the existing 10" water main and install all the necessary plumbing. This water meter will provide water to the project's landscape irrigation system along the north side of MSE Wall. The City of Oceanside will furnish the water meter to the contractor. {POC 54}

8)-The contractor shall change some of the required street pavement signage from paint to the thermo plastic, as required by the City, add some street signs as required by the City's Traffic Engineer, change the parking lots' stripping in order to redirect the traffic flow through the parking lot's north side so work can be accomplished on the south side of the parking lot and remove some concrete curb and gutter. {PCO 57}

9)-The contractor shall provide for access through a portion of the project for the 4th of July annual event that the City of Oceanside provides for their residents, tourist and their vehicles. {PCO 56}

10)-The contractor shall open up the south side of parking lots 6, 7, 9 and provide traffic and pedestrian flow for the Harbor Days Annual Event. In order to provide access for the motorist and pedestrians the work shall consist of relocating the safety barrier fencing, adding some safety barrier fencing, add temporary ac cold mix paving in the parking lot, provide added signage, place temporary parking striping, maintain the various safety barrier fencing and add temporary ac cold mix pedestrian ramps. {PCO 59}

11)-The contractor has provided a credit, to the project, not plant the ivy vines along the north side of the MSE Wall and not install the hanging system for the vines to grow onto. This credit is for the actual plants and the anchorage system. {PCO 52}

12)-The contractor shall modify the bridge's curb faces, horizontal alignment and adjust rebar as directed by the Engineer at the 4 curb ramps at the four corners of the bridge. {PCO 42}

13)-The contractor shall lower the existing roadway grade in the approximate vicinity of Harbor Drive S, Sta. 6+80 to 7+20 (instead of the performing the 2 inch grind with 2 inch ac fill). This is being done so that the new roadway surface elevations will meet the new planned curb and gutter elevations and provide for planned drainage. {PCO 53}

14)-The contractor shall provide a monetary credit for not grinding the bridge deck and approaches. {PCO 73}

**Reason for Change:**

1)-The construction plans did not provide for the complete removal of the rip rap along the east side of the old Pacific Street Roadway. It is a requirement to the environmental documents that this rip rap be removed. This extra work added two working days to the contract.

2)-After the contractor finished removing their contract ac roadway and started digging below, they discovered a second/older roadway system that was not known to exist. This turned out to be an unforeseen asphalt concrete roadway from years prior. In accordance with environmental documents we could not leave this newly discovered roadway in place. The contractor was directed to remove the asphalt roadway while he still had the proper equipment on site for the work.

3)-The contractor was directed to remove the existing underground vault and replace it with a new traffic rated capacity type. This direction came from the SDG&E field inspector and is from their design standards.

4)-After the contractor had finished making parking lot grade, it became evident that this section of existing concrete curb would not match the parking lot grade elevations. The contractor was directed to remove this existing section of concrete curb that was too low.

5)-This work is a carryover from CCO No. 13 regarding SDG&E utility underground work. This work was not included in CCO No. 13 and is required. The work consisted of repairing the curb and gutter because the new underground conduits had to be connected to an underground vault. The replacement of the curb and gutter was not included in CCO # 13. Compensation to the contractor will be accounted for in this change order.

6)-The City of Oceanside requires that a remote control master valve be installed at the beginning of their irrigation systems. This will prevent continuous flow of lost/wasted water in case of an irrigation break in the irrigation piping system.

7)-The plans did not provide for the installation of a water meter, the wet tap or plumbing that would feed the planned irrigation watering system.

8)-The City of Oceanside requires that the roadway pavement delineation be thermo plastic material, some added changes to the stripping plan, remove some concrete curb with gutters on Harbor Drive S, stripe the parking lots so that vehicles can migrate through the parking lots. The plans did not provide for controlling traffic flow through the parking lots while the contractor performed their contract work.

9)-The City of Oceanside has an annual July 4th dedicated event around the area of the bridge project. In order to provide for the migration of the participants and viewers it was necessary for the project to be delineated with barrier devices for the pedestrians and vehicles to travel around and through the project area. This extra work was not shown on the construction plans and was not required of the contractor.

10)-The City of Oceanside's Harbor Days annual dedicated event is put on by the City of Oceanside in the area of the project's parking lots 6, 7 and 9. In order to provide for a safe area for the participants to park in and migrate through the contractor was directed to open up the parking lots (for the weekend event) and perform various items of work.

11)-The City called for an artist to paint a mural on the north face of the MSE Wall, which is a retaining wall for Harbor Drive South roadway. The plans also called for vines to be planted in front of the same wall with the expectation that the ivy would grow onto the MSE's wall's face. It is not the intent that the ivy grow onto the wall and destroy/cover up the artistic mural. Therefore the ivy shall be deleted and a credit to the contract be initiated.

12)-The bridge's construction plans did not account for the planned 5 inch conduits that run through the barrier sidewalk and have to run past the 4 curb ramp locations, for ADA access. This required repositioning reinforcing steel coming out of the deck, rerouting some of the conduits, relocating sidewalk electrical boxes, widening the sidewalks and reforming some of the concrete forms for the sidewalk barrier.

13)-For the existing roadway area, the plans called for 2 inch cold planning and 2 inches of new asphalt, which will keep the roadway at its original elevation. This area is next to the new concrete curb and gutter, which is on a new profile, which is lower than the existing roadway. The planned roadway would have been too high for the new curb and gutter. So the existing roadway had to be lowered sufficiently enough to meet the new curb and gutter. This was accomplished by removing enough of the old roadway and replacing with a new roadway section that would match the new concrete curb and gutter grades.

14)-The bridge deck and approaches have some minor grind spots, however the speed on the bridge is 25 mph and the grind spots are not detectable while driving on the bridge. The contractor has agreed to offer a credit in lieu of the required grinding.

**Cost of Change:**

1) This extra work consisted of two payment methods: unit cost as follows; hauling rip rap away, including all labor, materials, equipment and mark ups shall be at an agreed unit cost ($ 240.00) per load and the second was extra work at force account. The unit cost per load is agreed to be $ 240.00 per load, the total load count was 104 loads resulting in a cost of $ 24,960.00. The second extra work item is, extra work at force account is for turbidity control during the rip rap removal and the total extra work at force account amount is $ 589.90.
The combined estimated cost for the total work is..... $ 25,549.90

2) This extra work consisted of hauling away the unforeseen old asphalt concrete roadway that was found below the existing roadway. This work was performed at extra work at force account and the estimated cost came to..... $ 4,936.16

3) This extra work consisted of installing a new SDG&E underground vault as directed by the SDG&E Inspector. This work was performed as extra work at force account and the estimated cost is.... $ 2,432.24

4) This extra work consisted of removing a portion of an old section of curb and gutter. This work was performed as extra work at force account and the estimated cost is..... $ 493.36

5) This extra work consisted of removing a portion of an old section of curb and gutter. This work was performed as extra work at force account and the estimated cost is..... $ 357.37

6) This work consisted of adding a 1-½ inch master control irrigation valve to the irrigation system. This work was performed as extra work at force account and the estimated cost is..... $ 522.50

7) This extra work consisted of performing a wet tap to an existing water main and install all plumbing in order to provide irrigation water. This extra work was performed as extra work at force account and the estimated cost is..... $ 6,836.43

8) This extra work consisted of performing, thermo plastic stripping, extra stripping in the streets and extra stripping in the project's parking lots. This extra work was performed as extra work at force account and the estimated cost is..... $ 8,854.34

9) This extra work consisted of performing extra work to assure safe passage of pedestrians through the project area. This extra work was performed as extra work at force account and the estimated cost is..... $ 1,072.38

10) This extra work consisted of performing necessary items for the City's annual event. This extra work was performed as extra work at force account and the estimate cost is..... $ 12,462.50

11) The deleted work of the ivy planting has resulted in a credit of .....credit..... -$ 1,006.25

12) This extra work consisted of modifying the concrete barriers in order to allow for conduits to pass behind the depressed ADA curb ramps. This extra work was performed as extra work at force account and the estimated cost is ..... $ 3,742.56

13) This extra work consisted of grinding the roadway during live traffic so it could be paved. This extra work was performed as extra work at force account and the estimate cost is..... $ 3,498.04

14) This credit offered by the contractor is .....credit..... -$ 6,000.00

TOTAL $ 63,751.53

**Contract Time Adjustment:** No time adjustments are warranted for the above work.

**Total for Change Order # 25,** **$ 63,751.53**

| | | |
|---|---|---|
| Contract amount: | $ 18,062,414.70 | 100 .000 % |
| Prior Change Orders & percent | $ 323,051.31 | 1 .789 % |
| Subtotal & percent | $ 18,385,466.01 | 101.789 % |
| Change Order 25 & percent | $ 63,751.53 | 0 .353 % |
| Total & percent | $ 18,449,217.54 | 102.142 % |

Contractor shall not be entitled to any additional payment regarding the work of this Change Order.

Cost Impact: Increase__X__Decrease___ No Change _____

By reason of this order the time of completion will be adjusted as follows:___2__days.

Recommended by:_____

David Toschak, Project Manager
**CITY OF OCEANSIDE**

**Contract Summary:**

| | |
|---|---|
| Initial Contract Amount: | $ 18,062,414.70 |
| Prior CCOs (1-24) | $ 323,051.31 |
| Change Order No. 25 | $ 63,751.53 |
| Total to Date: | $ 18,449,217.54 |

Accepted By:_____ 4/2/09
**FCI Constructors, Inc., Contractor**

Printed Name: Rubén Claudio

Approved by:_____
**Scott Smith, CITY ENGINEER**
**CITY OF OCEANSIDE**

Additional Appropriation Required:_____X_____
Yes No

**Original to:** **City Clerk**
Copies to: Accounts Payable Contractor Inspector File

# CITY OF OCEANSIDE
# CONTRACT CHANGE ORDER NO. 26

DATE: April 10, 2009
PROJECT # (501) 737556
CHANGE ORDER 26
PURCHASE ORDER # 77287-000

**PROJECT TITLE:**
**Pacific Street Bridge Over The San Luis Rey River**

**This change order provides for:** As directed and approved by the Engineer the contractor shall provide the following changes to the construction project:

Section 8.0 General, of the Contract Documents (Book 2, page 108) shall be amended to add the following Caltrans Standard Specification Section 9-1.06 Partial Payments to the City of Oceanside's Contract Documents. Section 7.17 Progress Payments, of the Contract Documents (Book 1, page 89) shall be amended to allow the City of Oceanside to adjust the release of retention as indicated in Caltrans Standard Specifications, Section 9-1.06 or any amount deemed necessary (that's already held in escrow).

**Reason for Change:**

This section was excluded from the contract documents and is now being incorporated into the contract documents and can be utilized as deemed necessary by the City of Oceanside. This section is part of Caltrans Standard Specifications and is typically used by local City Agencies.

**Cost of Change:**

This is a no cost change to the contract $ 0.00

**Contract Time Adjustment:** No time adjustments are warranted for the above work.

**Total for Change Order # 26, $ 0.00**

| | | |
|---|---|---|
| Contract amount: | $ 18,062,414.70 | 100.000 % |
| Prior Change Orders & percent | $ 386,802.84 | 2.141 % |
| Subtotal & percent | $ 18,449,217.54 | 102.141 % |
| Change Order 26 & percent | $ 0.00 | 0.000 % |
| Total & percent | $ 18,449,217.54 | 102.141 % |

Contractor shall not be entitled to any additional payment regarding the work of this Change Order.

Cost Impact: Increase____Decrease____ No Change ___X___

By reason of this order the time of completion will be adjusted as follows: 0 days.

Recommended by: _____

David Toschak, Project Manager
**CITY OF OCEANSIDE**

**Contract Summary:**

| | |
|---|---|
| Initial Contract Amount: | $ 18,062,414.70 |
| Prior CCOs (1-25) | $ 386,802.84 |
| Change Order No. 26 | $ 0.00 |
| Total to Date: | $ 18,449,217.54 |

Accepted By: _____ 4/10/09
**FCI Constructors, Inc., Contractor**

Printed Name: _____

Approved by: _____
**Scott Smith, CITY ENGINEER**
**CITY OF OCEANSIDE**

Additional Appropriation Required: _____ X _____
Yes No

**Original to:** **City Clerk**
Copies to: Accounts Payable Contractor Inspector File

# CITY OF OCEANSIDE
# CONTRACT CHANGE ORDER NO. 27

DATE: May 27, 2009
PROJECT # (501) 737556
CHANGE ORDER 27
PURCHASE ORDER # 77287-000

**PROJECT TITLE:**
**Pacific Street Bridge Over The San Luis Rey River**

**This change order provides for:** As directed and approved by the Engineer the contractor shall provide the following changes to the construction project:

1) The contractor shall perform the various items of work: saw cut for SDG&E electrical trench, remove materials and restore the surface; provide traffic control to remove temporary ac and steel traffic plates used to cover storm drain trench; remove the remaining old broken trash enclosure slabs; excavate for the new trash enclosure slabs, place rebar, form for the new slab and pour concrete for the trash enclosure slabs. {PCO 13}

2) The contractor shall construct temporary ramps for access from the west end of Pacific Street for the home owner's use to the North Coast Condominiums. The contractor shall remove some of the old/existing concrete curb and gutter at the west end of Pacific Street, south side of the roadway. {PCO 45}

3) Contractor shall remove the concrete curb & gutter, the old temporary roadway, place new curb & gutter along the north side of Pacific Street roadway, to provide a new safe vehicular access for through traffic. {PCO 68}

4) This item shall provide for an increase of work to CCO No 24, the work shall be performed as extra work at force account. This increase shall consist of a new galvanized sign pole, 1 ½ cu yd concrete foundation, an electric meter cabinet, wiring the system together, extra trenching with concrete slurry and a street light. There shall be a 15 day extension for this extra work.

5) As directed by the Engineer the contractor shall install various signs, relocate various signs and pavement signage as required by the City's Traffic Engineer. This work shall be performed as extra work at force account.

6) As directed by the Engineer the contractor shall remove the old broken up concrete at the north west corner of parking lot number 7 and replace with new matching stamped concrete and new curb ramps.

**Reason for Change:**
1) The listed work was required due to SDG&E underground trenching work, this extra work was not shown on the plans and was required by SDG&E. The storm drain work was required to be trenched and was left unfinished/plated so that the traffic for the earlier phase construction could use this area as roadway until the end of the project's phasing. At this time, the surrounding area could be closed down, the plates could be removed, the storm drain work finished, while traffic was routed to the new Harbor Drive roadway. This extra work was not indicated on the plans and was required in order to provide public traffic on the north side of the project, as per plans. The old trash enclosures slabs were not acceptable or safe enough to construct the new walls on. So the contractor was directed to replace the slabs.

2) The planned roadway grades were too high and did not match the existing grades for the entrance to the North Coast Valley Condo's. The contractor was directed to remove and replace the old surface improvements that would not work with the new grades. Therefore the contractor was directed to make temporary access (across ½ the driveway entrance), build half of the permanent access, switch NCVC's traffic and build the remaining surface improvements.

3) The phase construction did not properly address the need to provide smooth transition from the new grades of the new access road to the old roadway river crossing. This extra work provided for safe access between the two roads while the new roadway/construction phase (south of the bridge) is being built.

4) The City needed to add the extra elements that are needed for the paymeter installation and it was determined that a street light is required at the east end of the project on Harbor Drive South for a pedestrian crossing. For this extra work, 15 extra working days are required.

5) The City's Traffic Engineer has reviewed project sings and pavement markings and determined that some modifications need to be made to the project.

6) The concrete sidewalks and curb ramps within our project limits are broken up, hazardous and needs to be replaced. This sidewalk is next to our newly placed surface improvements and should have been part of the design sidewalk replacement.

**Cost of Change:**

1) This extra work consisted of required work by SDG&E and the needed replacement of inadequate concrete slabs for the new trash enclosures. This work will be performed at extra work at force account for an estimated total of ..... $ 19,496.85

2) This extra work for public access was a necessary effort. This extra work will be performed at extra work at force account for an estimated total ..... $ 2,257.32

3) This extra work consisted of concrete replacement. This work will be performed at extra work at force account for an estimated total of ..... $ 1,634.46

4) This extra work is additional work to CCO # 24. This extra work will be performed at extra work at force account for an estimated total of ..... $ 18,612.75

5) This extra work consisted of extra signs, installation and extra stripping. This extra work will be performed At extra work at force account for an estimated total of ..... $ 7,429.00

6) This extra work consisted of replacing broken concrete within the project limits. This extra work at agreed price is for a total of ..... $ 14,000.00

Total $ 63,430.38

**Contract Time Adjustment:** No time adjustments are warranted for the above work.

**Total for Change Order # 27,** **$ 63,430.38**

| | | |
|---|---|---|
| Contract amount: | $ 18,062,414.70 | 100.000 % |
| Prior Change Orders & percent | $ 386,802.84 | 2.142 % |
| Subtotal & percent | $ 18,449,217.54 | 102.142 % |
| Change Order 27 & percent | $ 63,430.38 | 0.351 % |
| Total & percent | $ 18,512,647.92 | 102.493 % |

Contractor shall not be entitled to any additional payment regarding the work of this Change Order.

Cost Impact: Increase__X__Decrease___ No Change _____

By reason of this order the time of completion will be adjusted as follows:__15__days.

Recommended by:_____

David Toschak, Project Manager
**CITY OF OCEANSIDE**

**Contract Summary:**

| | |
|---|---|
| Initial Contract Amount: | $ 18,062,414.70 |
| Prior CCOs (1-26) | $ 386,802.84 |
| Change Order No. 27 | $ 63,403.38 |
| Total to Date: | $ 18,512,647.92 |

Accepted By: Ruben Claudio 6/3/09
**FCI Constructors, Inc., Contractor**

Printed Name: Ruben Claudio

Approved by:_____
**Scott Smith, CITY ENGINEER**
**CITY OF OCEANSIDE**

Additional Appropriation Required:_____X_____
Yes No

**Original to:** **City Clerk**
Copies to: Accounts Payable Contractor Inspector File

# CITY OF OCEANSIDE
## CONTRACT CHANGE ORDER NO. 28

DATE: May 29, 2009
PROJECT # (501) 737556
CHANGE ORDER 28
PURCHASE ORDER # 77287-000

**PROJECT TITLE:**
**Pacific Street Bridge Over The San Luis Rey River**

**This change order provides for:** As directed and approved by the Engineer the contractor shall provide the following changes to the construction project: The following are closingl adjustments to the various Bid Item quantities. Decrease is shown as <$$$$>, Increase as shown.

1) Bid Item No 6, Construction Area Signs: this item shall be increased by 22 signs, at $ 300.00 each, for a contract cost increase of $ 6,600.00 . . . . . $ 6,600.00
2) Bid Item No 7, Abandon Manhole: this item shall decrease by 3 each, at $ 1,300.00 each, for a contract decrease of $3,900.00 . . . . . <$ 3,900.00>
3) Bid Item No 12, Remove Drain Pipe: this item shall decrease by 1 each, at $ 2,000.00 each, for a contract decrease of $ 2,000.00 . . . . . <$ 2,000.00>
4) Bid Item No 13, Remove Inlets: this item shall be increased by 3 inlets, at $ 680.00 each, for a contract cost increase of $ 2,040.00 . . . . . $ 2,040.00
5) Bid Item No 16, Remove AC Surface: this item shall be increased by 2,229.96 sq meters, at $ 10.00 per sq meter, for a contract increase of $ 22,299.60 . . . . . $ 22,299.60
6) Bid Item No 19, Relocate Roadside Signs: this item shall decrease by 45 each, at $250.00 each. for a contract decrease of $11,250.00 . . . . . <$ 11,250.00>
7) Bid Item No 22, Remove Concrete C & G: this item shall decrease by 534.63 meters, at $ 13.00 per meter, for a decrease of $6,950.19 . . . . . <$ 6,950.19>
8) Bid Item No 26, Remove Trees: this item shall be increased by 1 tree, $400.00 each, for a contract increase of $400.00 . . . . . $ 400.00
9) Bid Item No 29, Cold Plane Asphalt Pavement: this item shall decrease by 420.3 sq meters, at $ 17.00 per sq meter, for a contract decrease of $7,145.10 . . . . . <$ 7,145.10>
10) Bid Item No 30, Roadway Excavation: this item shall decrease by 583.0 cubic meters, at $ 30.00 per cubic meters, for a contract decrease of $ 17,490.00 . . . . . <$ 17,490.00>
11) Bid Item No 32, Over Excavation: this item shall decrease by 504.55 cubic meters, at $ 60.00 per cubic meters, for a contract decrease of $ 30,273.00 . . . . . <$ 30,273.00>
12) Bid Item No 35, Fiber Rolls (Channel Slope Protection): this item shall decrease by 900 meters, at $ 12.00 per meter, for a contract decrease of $ 10,800.00 . . . . . <$ 10,800.00>
13) Bid Item No 38, Class 2 Aggregate Base: this item shall decrease by 134. cubic meters, at $75.00 per cubic meter, for a contract decrease of $ 10, 050.00 . . . . . <$ 10,050.00>
14) Bid Item No 40, Full Depth AC Repair: this item shall increase by 2,265.9 sq meters, at $ 145.00 per sq meter, for a contract increase of $ 328,555.50 . . . . . $ 328,555.50
15) Bid Item No 41, AC (Type B): this item shall decrease by 89.8 tons, at $ 140.00 per ton, for a contract decrease of $12,572.00 . . . . . < 12,572.00>
16) Bid Item No 42, Install Parking Meters, this item shall increase by 3 each, at $ 200.00 each, for a contract increase of $ 600.00 . . . . . $ 600.00
17) Bid Item No 43, Roadside Sign-One Post: this item shall increase by 5 each, at $ 285.00 each, for a contract increase of $ 1,425.00 . . . . . $ 1,425.00
18) Bid Item No 51, Minor Concrete (Type G Curb): this item shall increase by 225.401 meters, at $ 75.00 per meter, for a contract increase of $ 16,905.07 . . . . . $ 16,905.07
19) Bid Item No 54, Minor Concrete (textured paving): this item shall increase by 51.45 sq meters, at $ 150.00 per sq meters, for a contract increase of $7,717.50 . . . . . $ 7,717.50
20) Bid Item No 55, Minor Concrete (sidewalk/ramp): this shall decrease by 740.861 sq meters, at $ 60.00 per sq meter, for a contract decrease of $ 44,451.66 . . . . . <$ 44,451.66>
21) Bid Item No 56, MBGR: this shall decrease by 35.98 meters, at $ 150.00 per meter,

for a contract decrease of $ 5,397.00 . . . . . <$ 5,397.00>
22) Bid Item No 59, Temporary Fence (ESA): this shall decree by 838.5 meters, at $ 15.00 per meter, for a contract decrease of $ 12,577.50 . . . . . <$ 12,577.50>
23) Bid Item No 60, Paint Traffic Stripe (2 coats): this shall be a decrease by 2,946.0 meters, at $ 5.00 per meter, for a contract decrease of $ 14,730.00 . . . . . <$ 14,730.00>
24) Bid Item No 65, Concrete Block Wall: this shall decrease by 40 sq meters, at $ 600.00 per sq meter, for a contract decrease of $24,000.00 . . . . . < $ 24,000.00>
25) Bid Item No 66, Shuttle Transportation: this item shall increase by 39 weeks, at $ 2,700.00 per week, for a contract increase of $ 105,300.00 . . . . . $ 105,300.00
26) Bid Item No 68, Utility (Sanitary Sewer) 6" Force Main: this shall decrease by 13.9 meters, at $900.00 per meter, for a contract decrease of $ 12,510.00 . . . . . < $ 12,510.00>
27) Bid Item No 71, Utility (6" Water Main) 6" DI: this item shall increase by 6.76 meters, at $ 500.00 per meter, for a contract increase of $ 3,380.00 . . . . . $ 3,380.00
28) Bid Item No 72, Utility (6" water main) 6" Bend: this item shall increase by 1 each, at $ 300.00 each, for a contract increase of $ 300.00 . . . . . $ 300.00
29) Bid Item No 89, Air Relief Valve: this item shall decrease by 2 each, at $ 4,000.00 each, for a contract decrease of $8,000.00 . . . . . <$ 8,000.00>
30) Bid Item No 96, channel Slope Protection: this shall decrease by 1,440.88 sq meters, at $ 25.00 per sq meters, for a contract decrease of $ 36,022.00 . . . . . <$ 36,022.00>
31) Bid Item No 97, MSE Walls: this item shall increase by 322 sq meters, at $ 500.00 per sq meter, for a contract increase of $ 161,000.00 . . . . . $ 161,000.00
32) Bid Item No 98, Structural Concrete Barrier Slab: this item shall increase by 48.346 cubic meters, at $ 700.00 per cubic meters, for a contract increase of $ 33,842.20 . . . . . $ 33,842.20
33) Bid Item No 99, Concrete Barrier Type 80 SW: this item shall increase by 47 meters, at $550.00 per meter, for a contract increase of $ 25,850.00 . . . . . $ 25,850.00
34) Bid Item No 100, Tubular Handrailing: this item shall increase by 51.82 meters, at $ 280.00 per meter, for a contract increase of $14,509.60 . . . . . $ 14,509.60
35) Bid Item No 101, Rebar Epoxy Coated: this item shall decrease by 22,000.0 KG, at $ 3.50 per KG, for a contract decrease of $77,000.00 . . . . . <$ 77,000.00>

**Reason for Change:**
The above Bid Item Changes reflect the increases/decreases that occurred in the field during the construction of the Pacific Street Bridge and Pacific Street Roadway. The various changes represent the adjustment in quantities that it took to build the project to match the construction plans and account for unforeseen conditions.

**Cost of Change:**
The above adjustments represent the following increase amount to the project. $ 383,606.02

**Contract Time Adjustment:** No time adjustments are warranted for the above work.

**Total for Change Order # 28,** **$ 383,606.02**

| | | |
|---|---|---|
| Contract amount: | $ 18,062,414.70 | 100.000 % |
| Prior Change Orders & percent | $ 450,233.22 | 2.493 % |
| Subtotal & percent | $ 18,449,217.54 | 102.493 % |
| Change Order 28 & percent | $ 383,606.02 | 2.123 % |
| Total & percent | $ 18,896,253.94 | 104.616 % |

Contractor shall not be entitled to any additional payment regarding the work of this Change Order.

Cost Impact: Increase__X__Decrease___ No Change _____

By reason of this order the time of completion will be adjusted as follows: 0 days.

Recommended by: _____

David Toschak, Project Manager
**CITY OF OCEANSIDE**

**Contract Summary:**

| | |
|---|---|
| Initial Contract Amount: | $ 18,062,414.70 |
| Prior CCOs (1-27) | $ 450,233.22 |
| Change Order No. 28 | $ 383,606.02 |
| Total to Date: | $ 18,896,253.94 |

Accepted By: _____ 6/3/09

**FCI Constructors, Inc., Contractor**

Printed Name: Ruben Claudio

Approved by: _____

**Scott Smith, CITY ENGINEER**
**CITY OF OCEANSIDE**

Additional Appropriation Required: _____X_____
Yes No

**Original to:** **City Clerk**
Copies to: Accounts Payable Contractor Inspector File

# CITY OF OCEANSIDE
# CONTRACT CHANGE ORDER NO. 29

DATE: May 30, 2009
PROJECT # (501) 737556
CHANGE ORDER 29
PURCHASE ORDER # 77287-000

**PROJECT TITLE:**
**Pacific Street Bridge Over The San Luis Rey River**

**This change order provides for:** As directed and approved by the Engineer the contractor shall provide the following changes to the construction project: The following are adjustments in compensation to the unit cost for the various Bid Items.

1) Bid item No 16, Remove AC Surfacing: The quantity in excess of 125% of the original bid quantity shall be adjusted as follows. The quantity in excess of 125% is 1654 sq meters. The adjustment to bid item unit cost shall be a deduct of $0.68 per sq meter for 1,654 sq meters. This will equal to a cost savings of $1,124.72.
This shall be a contract deduct of . . . . . <$ 1,124.72>

2) Bid Item No 40, Full Depth AC: The quantity in excess of 125% of the original bid quantity shall be adjusted as follows. The quantity in excess of 125% is 2092.4 sq meters. The adjustment to bid item unit cost shall be a deduct of $ 10.72 per sq meter for 2092.4 sq meters. This will equal a cost savings of $22,430.53.
This shall be a contract deduct of . . . . . <$ 22,430.53>

3) Bid Item no 66, Shuttle Bus: The quantity in excess of 125% of the original bid quantity shall be adjusted as follows. The quantity in excess of 125% is 26.5 weeks. The adjustment to bid item unit cost shall be a deduct of $182.56 per week for 26.5 weeks. This will equal a cost savings of $ 4,837.84.
This shall be a contract deduct of . . . . . <$ 4,837.84>

4) Bid Item No 97, MSE Walls: The quantity in excess of 125% of the original bid quantity shall be adjusted as follows. The quantity in excess of 125% is 165.75 sq meters. The adjustment to bid item unit cost shall be a deduct of $ 33.84 per sq meter. This will equal a cost savings of $ 5,608.98.
This shall be a contract deduct of . . . . . <$ 5,608.98>

**Reason for Change:**
The above bid item quantities exceeded 125% of the original quantity amount as described above. Therefore the Bid Item Unit Cost for the quantity in excess of the 125% have been adjusted as a credit as described above.

**Cost of Change:**
The above deducts have resulted in a contract deduct, totaling . . . . . <$ 34, 002.07>

**Contract Time Adjustment:** No time adjustments are warranted for the above work.

| | | |
|---|---|---|
| **Total for Change Order # 29,** | **$ (34,002.07)** | |
| Contract amount: | $ 18,062,414.70 | 100.000 % |
| Prior Change Orders & percent | $ 833,839.24 | 4.616% |
| Subtotal & percent | $ 18,896,253.94 | 104.616 % |
| Change Order 28 & percent | $ (34,002.07) | - 0.188% |
| Total & percent | $ 18,862,251.87 | 104.428 % |

Contractor shall not be entitled to any additional payment regarding the work of this Change Order.

Cost Impact: Increase_____Decrease__X__ No Change _____

By reason of this order the time of completion will be adjusted as follows:__0__days.

Recommended by:_____
David Toschak, Project Manager
**CITY OF OCEANSIDE**

**Contract Summary:**

Accepted By:_____ 6/3/09
**FCI Constructors, Inc., Contractor**

| | |
|---|---|
| Initial Contract Amount: | $ 18,062,414.70 |
| Prior CCOs (1-28) | $ 833,839.24 |
| Change Order No. 29 | $ (34,002.07) |
| Total to Date: | $ 18,862,251.87 |

Printed Name: Ruben Claudio

Approved by:_____
**Scott Smith, CITY ENGINEER**
**CITY OF OCEANSIDE**

Additional Appropriation Required:_____X_____
Yes No

**Original to:** **City Clerk**
Copies to: Accounts Payable Contractor Inspector File

# CITY OF OCEANSIDE
# CONTRACT CHANGE ORDER NO. 30

DATE: June 3, 2009
PROJECT # (501) 737556
CHANGE ORDER 30
PURCHASE ORDER # 77287-000

**PROJECT TITLE:**
**Pacific Street Bridge Over The San Luis Rey River**

**This change order provides for:** a mutual agreement change order that will effect a change to the method of construction for this project and will results in a reduced cost to the project. The reduction shall be shared between the City and FCI, Constructors, Inc. This change order does not change the design of the bridge or any other permanent project items. A summary of the construction change is as follows:

The contractor requested that the temporary trestle bridge be significantly reduced in length and the deleted portion be replaced with temporary imported fill to create an earthen fill berm that the contractor would work from to construct the structure. The contractor contends that the constructed earthen fill berm is cheaper than the full length temporary working trestle. The contractor has provided backup cost data (exhibit A attached) outlining substantial differences between the planned work and the proposed change. The items outline all costs that will be used to determine the final credit. The cost savings is $77,070.00 and the total will be split between the City and contractor. The City and FCI Constructors, Inc. have mutually agreed that the split is a 50/50 share of the cost savings. The amount of the City has been summarized to be a credit of $38,535.

**Reason for Change:** The contractor indicted that the same level of work but in a different method of construction will provide a cost savings to the project which would be shared at a 50/50 split with the City. The proposed submittal was without any negative effects to the project provided that the contractor perused permit revisions to address all environmental concerns resulting from the change in method.

**Cost of Change:** Compensation to the Contractor and credit to the City has been summarized on Exhibit A. That price includes full compensation for the Contractors' labor, materials, equipments, markups, overheads, profits, and incidentals for the work in this change order. The savings to the contractor is $38,535.00 and the credit to the City is $38,535.00.

**Contract Time Adjustment:** No time adjustments are warranted for the above work.

| | | |
|---|---|---|
| **Total for Change Order # 30,** | **$ (38,535)** | |
| Contract amount: | $ 18,062,414.70 | 100.000 % |
| Prior Change Orders & percent | $ 799,837.17 | 4.430 % |
| Subtotal & percent | $ 18,862,251.87 | 104.430 % |
| Change Order 28 & percent | $ (38,535.00) | - 0.210 % |
| Total & percent | $ 18,823,716.87 | 104.220 % |

Contractor shall not be entitled to any additional payment regarding the work of this Change Order.

Cost Impact: Increase____Decrease__X__ No Change _____

By reason of this order the time of completion will be adjusted as follows:_0_days.

Recommended by: _____
David Toschak, Project Manager
**CITY OF OCEANSIDE**

**Contract Summary:**

Accepted By: _____ 6/3/09
**FCI Constructors, Inc., Contractor**

| | |
|---|---|
| Initial Contract Amount: | $ 18,062,414.70 |
| Prior CCOs (1-29) | $ 799,837.17 |
| Change Order No. 30 | $ (38,535) |
| Total to Date: | $ 18,823,716.87 |

Printed Name: Ruben Claudio

Approved by: _____
**Scott Smith, CITY ENGINEER**
**CITY OF OCEANSIDE**

Additional Appropriation Required: ____X____
Yes No

**Original to:** **City Clerk**
Copies to: Accounts Payable Contractor Inspector File

EXHIBIT A

F • C • I CONSTRUCTORS

PACIFIC STREET BRIDGE
CITY OF OCEANSIDE

TRESTLE OPTION COST REDUCTION INCENTIVE PROPOSAL (CRIP)

MAY 07

**OPTION A:** *FCI Constructors and City of Oceanside share cost reduction and share in contingency risks 50-50 split.*

**ORIGINAL BID CONSTRUCTION:**

| | QTY | UNIT | UNIT | | AMOUNT |
|---|---|---|---|---|---|
| PLACE/REMOVE TRESTLE FILL @ ABUTMENTS | 500 | CY | 15 | $ | 7,500 |
| MOBILIZE PILE OPERATION | 1 | LS | 58000 | $ | 58,000 |
| TRANSPORT PILE/TRESTLE MATERIALS | 150 | LDS | 620 | $ | 93,000 |
| CONSTRUCT TRESTLE | 20480 | SF | 9 | $ | 184,320 |
| CONSTRUCT WORK PLATFORMS @PIERS | 9120 | SF | 14 | $ | 127,680 |
| DRIVE FALSEWORK PILE | 102 | EA | 431 | $ | 43,962 |
| REMOVE TRESTLE | 20480 | SF | 5 | $ | 102,400 |
| REMOVE WORK PLATFORMS @ PIERS | 9120 | SF | 8.5 | $ | 77,520 |
| REMOVE FALSEWORK PILE | 102 | EA | 211 | $ | 21,522 |
| CRANE MAT COST | 434 | EA | 250 | $ | 108,500 |
| PILE MATERIALS COST -TRESTLE | 400 | EA | 350 | $ | 140,000 |
| PILE MATERIALS COST - FALSEWORK | 102 | EA | 200 | $ | 20,400 |
| **TOTAL COST TRESTLE** | | | ⇨ | $ | **984,804** |

**TRESTLE OPTION FILL:**

| | QTY | UNIT | UNIT | | AMOUNT |
|---|---|---|---|---|---|
| CONSTRUCT/REMOVE FILL | 8000 | CY | 15 | $ | 120,000 |
| CONSTRUCT/REMOVE SLOPE PROTECTION | 1200 | CY | 10 | $ | 12,000 |
| ROAD SURFACE FOR ALL WEATHER ACCESS 2" | 43800 | SF | 0.25 | $ | 10,950 |
| MOBILIZE PILE OPERATION | 1 | LS | 58,000 | $ | 58,000 |
| TRANSPORT PILE/TRESTLE MATERIALS | 35 | LDS | 620 | $ | 21,700 |
| CONSTRUCT TRESTLE | 4800 | SF | 9 | $ | 43,200 |
| DRIVE FALSEWORK PILE | 102 | EA | 431 | $ | 43,962 |
| REMOVE TRESTLE | 4800 | SF | 5 | $ | 24,000 |
| REMOVE FALSEWORK PILE | 102 | EA | 211 | $ | 21,522 |
| BUY/DISPOSE FILL MATERIALS | 8000 | CY | 5 | $ | 40,000 |
| BUY/DISPOSE SLOPE PROTECTION | 1200 | CY | 10 | $ | 12,000 |
| HAUL MATERIALS IN/OUT | 1000 | LDS | 200 | $ | 200,000 |
| CRANE MAT COST | 102 | EA | 250 | $ | 25,500 |
| PILE MATERIALS COST -TRESTLE | 92 | EA | 350 | $ | 32,200 |
| PILE MATERIALS COST - FALSEWORK | 102 | EA | 200 | $ | 20,400 |
| SWPPP & ESA MAINTENANCE | 1 | LS | 30000 | $ | 30,000 |
| INCREASE PILE TIP @ ABUTMENT 1 | 1 | LS | 120000 | $ | 120,000 |
| BRIDGE CONSTRUCTION IMPACTS | 1 | LS | 37500 | $ | 37,500 |
| CULVERTS IN FILL 48" DIAMETER | 120 | LF | 160 | $ | 19,200 |
| CULVERTS IN FILL 20" DIAMETER | 240 | LF | 65 | $ | 15,600 |
| SOUND MITIGATION EFFORTS | 1 | LS | 30000 | $ | 30,000 |
| **TOTAL COST OPTION** | | | ⇨ | $ | **937,734** |

**ADITIONAL COST SAVINGS BENEFITS:**

| | | | | |
|---|---|---|---|---|
| TIME REDUCTION CONTRACT 3 MOS | | | | |
| CONTRACTOR OVERHEAD | 20 | DAY | 1,500 | 30,000 |
| REDUCED CITY MANAGEMENT | 20 | DAY | 0 | - |
| REDUCED PUBLIC IMPACT | 6 | MOS | 0 | - |

| | | | |
|---|---|---|---|
| **TOTAL CRIP Option A** | ⇨ | $ | **(77,070)** |
| **EACH PARTY BENEFIT Option A** | ⇨ | $ | **(38,535)** |