



DATE: July 6, 2011

TO: Honorable Mayor and City Councilmembers

FROM: Water Utilities Department

SUBJECT: RESOLUTION AUTHORIZING THE USE OF DESIGN-BUILD PROCUREMENT BY COMPETITIVE NEGOTIATION FOR PUBLIC WORK; APPROVAL OF 30 PERCENT PLANS AND SPECIFICATIONS FOR CONSTRUCTION OF THE 511 PUMP STATION FOR THE MISSION BASIN DESALTING FACILITY EXPANSION PROJECT; APPROVAL OF A PROFESSIONAL SERVICES AGREEMENT WITH INFRASTRUCTURE ENGINEERING CORPORATION; AND AUTHORIZATION FOR THE CITY ENGINEER TO REQUEST PROPOSALS

SYNOPSIS

Staff and the Utilities Commission recommend that the City Council adopt a resolution to authorize the use of design-build procurement by competitive negotiation for public work; approve the 30 percent plans and specifications for construction of the 511 Pump Station for the Mission Basin Desalting Facility Expansion Project; approve a Professional Services Agreement in the amount of \$378,600 with Infrastructure Engineering Corporation for quality assurance engineering support services during the design-build method of project delivery; authorize the City Engineer to request proposals; and authorize the City Manager to execute the agreement.

BACKGROUND

In order to maintain distribution flows from the 320 pressure zone to the 511 pressure zone and ensure potable water quality for current and future demands, the City of Oceanside needs to increase its water flow from the 320 zone to the 511 zone with a new 4.5 million gallon per day (MGD) water pump station. The location for the pump station is at the Mission Basin Desalting Facility at 215 Fireside Drive and will maximize local water production from the Desalting Facility year-round.

On May 18, 2011, City Council approved a Professional Services Agreement with Infrastructure Engineering for completion of the Technical Specification and 30% Design Plans for the 511 Pump Station for the design-build method of project delivery.

On May 23, 2011, the City received notice that the City was successful in obtaining an appropriation through the United States Bureau of Reclamation Title XVI Water Reclamation and Reuse Program Construction Activities for Fiscal Year 2011. This

funding is in the final stages of being distributed and will provide the City with \$1,385,816 toward the 511 Pump Station planning, design, and construction. Due to the timing requirements of a Bureau of Reclamation (BOR) Grant, the project must be under construction before the end of the current Federal FY, which is September 30, 2011. The traditional design-bid-build method of project delivery would require a separate 100 percent design, advertising and receiving bids, awarding the construction contract, and starting construction within a timeframe that would not comply with the BOR mandated start date. Using the design-build method of project delivery, will allow the final plans to be generated by the design-builder (contractor) while construction on the project is taking place. In this manner, the project construction can be started as required by the BOR Grant prior to the end of the current Federal FY.

The industry standard for prescriptive design-build documents is to include technical specifications and 30% design plans prepared prior to requesting proposals from design-build proposers. In this way, the City can be very clear on their design preferences in the technical specifications while allowing the design-build proposer to include the cost and time of a professional design firm to develop the remaining majority of the design plans. For example, having the 30 percent design plans will allow the contractor to procure readily available materials—such as pipe material and appurtenances—and start construction with those materials while still proceeding with final design and procurement of the electrical and instrumentation long lead-time items. In this example, procuring the pipeline material and starting construction before September 30, 2011, will accommodate the aggressive construction start date mandated by the BOR.

ANALYSIS

Staff estimates that the construction of the 511 Pump Station will take approximately 540 calendar days.

The plans and specifications are available for review in the Water Utilities Department and the project is exempt from California Environmental Quality Act requirements.

To properly manage these projects during construction, the services of a construction management, inspection, and quality assurance support team are required. As the design engineering company, Infrastructure Engineering Corporation has completed the 30 percent design plans, the technical specifications, and was instrumental in assisting the City in obtaining the Bureau of Reclamation Grant. Their working relationship with the BOR and their intimate knowledge of the project will ensure that the project is constructed according to the plans and specifications, on time, and within budget. Additional duties to be performed include reviewing the design-build contractor's 65 percent and 100 percent design plans for compliance with the project contract documents; monitoring and inspection of the work; special inspections as required; preparation of weekly and monthly reports; review of proposed change orders; processing and reviewing equipment and material submittals and requests for information; maintenance of logs for all correspondence, submittals, requests for information and change orders; attending progress meetings; and reviewing the design-

build contractor's as-built construction drawings for accuracy. The cost for the quality assurance support office engineering services to be performed by Infrastructure Engineering Corporation is not to exceed \$378,600.

FISCAL IMPACT

The Desalter Expansion Facility account (908742500715) has \$5,425,750 available in the FY 2011-2012 Water Capital Projects budget. The United States Bureau of Reclamation Grant is in the amount of \$1,385,816. The Professional Services Agreement for Infrastructure Engineering Corporation is in the amount of \$378,600, which is included in the engineer's estimate for the total project design and construction cost of \$5,543,265. Therefore, adequate funds are available for the project.

INSURANCE REQUIREMENTS

The City's standard insurance requirements will be met.

COMMISSION OR COMMITTEE REPORT

The Utilities Commission approved staff's recommendation at its regularly scheduled meeting on June 27, 2011.

CITY ATTORNEY'S ANALYSIS

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

RECOMMENDATIONS

Staff and the Utilities Commission recommend that the City Council adopt a resolution to authorize the use of design-build procurement by competitive negotiation for public work; approve the 30 percent plans and specifications for construction of the 511 Pump Station for the Mission Basin Desalting Facility Expansion Project; approve a Professional Services Agreement in the amount of \$378,600 with Infrastructure Engineering Corporation for quality assurance engineering support services during the design-build method of project delivery; authorize the City Engineer to request proposals; and authorize the City Manager to execute the agreement.

PREPARED BY:



Greg Blakely
Administration Manager

SUBMITTED BY:



Peter A. Weiss
City Manager

REVIEWED BY:

Michelle Skaggs-Lawrence, Deputy City Manager

Cari Dale, Water Utilities Director

Teri Ferro, Financial Services Director







Exhibit A: Site Map

Exhibit B: Professional Services Agreement



Infrastructure

14271 Danielson Street
Poway, California 92064
T 858.413.2400 F 858.413.2440
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City of Oceanside - 511 Pump Station

511 PUMP STATION & DISCHARGE PIPELINE

CITY OF OCEANSIDE

PROFESSIONAL SERVICES AGREEMENT

**PROJECTS: 511 PUMP STATION - OFFICE ENGINEERING SERVICES
DURING CONSTRUCTION (908742500715)**

THIS AGREEMENT, dated _____, 2011 for identification purposes, is made and entered into by and between the CITY OF OCEANSIDE, a municipal corporation, hereinafter designated as "CITY", and INFRASTRUCTURE ENGINEERING CORPORATION, hereinafter designated as "CONSULTANT".

RECITALS

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

NOW, THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1.0 SCOPE OF WORK. CONSULTANT desires to provide professional engineering services for the office engineering quality assurance support during the design-build method of project delivery for the 511 Pump Station located at Mission Basin Groundwater Purification Facility (MBGPF or RO Plant) located at 215 Fireside Drive, Oceanside, California, as described in the CONSULTANT'S proposal dated June 8, 2011 and as listed in the Scope of Services attached hereto as Exhibit A. The project is more particularly described as follows:

1.1 PROFESSIONAL SERVICES PROVIDED BY CONSULTANT. The professional services to be performed by CONSULTANT shall consist of but not be limited to the following:

1.1.1 Work closely with the City in performing work in accordance with this Agreement in order to receive clarification as to the result which the CITY expects to be accomplished by CONSULTANT. The City, under the authority of the City Manager,

**511 PUMP STATION - OFFICE ENGINEERING SERVICES
DURING CONSTRUCTION (908742500715)**

shall be the CITY'S authorized representative in the interpretation and enforcement of all work performed in connection with this Agreement. The City may delegate authority in connection with this Agreement to the City's designees. For the purposes of directing the CONSULTANT'S performance in accordance with this Agreement, the City delegates authority to Gary Bodman, Water/Wastewater Project Manager.

1.1.2 In compliance with Government Code section 7550, the CONSULTANT shall include a separate section in the proposal prepared pursuant to this Agreement, which contains a list of all the subcontractors and dollar amounts of all contracts and subcontracts required for the preparation of work described in this Agreement.

1.1.3 Visit and carefully examine the location of the project as often as necessary to become acquainted with all conditions which are visible or could reasonably be discovered, and which might have an impact upon the construction of the project.

1.1.4 Provide office and field engineering services to the City during the bidding and design-build method of project delivery period upon request of the Water Utilities Director to include services listed below:

- a) Provide consultation and advice to the City during the final design and construction of the project.
- b) Provide overall quality assurance construction management, inspection, and quality assurance support services as required for the design-build project.
- c) Provide monitoring and inspection of work including all necessary special inspections.
- d) Review and comment on design-build contractor's 65% and 100% design plans.
- e) Review and comment on design changes and clarifications to the plans and specifications.
- f) Prepare needed daily reports, project reports, and notices.
- g) Attend progress meetings with the Water Utilities Department or its designees.
- h) Prepare construction meeting agendas and meeting minutes.
- i) Review and comment on detailed construction drawings, shop and erection drawings submitted by the design-build contractor for compliance with the construction contract documents.

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- j) Review and comment on laboratory, shop, and mill test reports on materials and equipments.
- k) Review and make recommendations on all requests for information (RFI's) and proposed change orders (PCO's) from the design-build contractor.
- l) Maintain submittal, RFI, PCO, correspondence logs.
- m) Review progress payment requests and prepare recommendation to City staff.
- n) Review design-build contractor red line as-built drawings for accuracy
- o) Maintain and update a separate set of as-built drawings.

1.1.5 Assist in processing and obtaining all permits required for the project.

1.1.6 Assist in complying with all applicable requirements and conditions of the United States Bureau of Reclamation (BOR) Title XVI Grant for the project including the requirement that the project construction must start prior to the end of the Federal FY 2011 ending (September 30, 2011) and be completed prior to the end of FY 2013 (September 30, 2013).

1.2 **SERVICES PROVIDED BY CITY.** The CITY shall perform the following services:

1.2.1 Provide access to all public improvement plans and records and furnish one copy of drawings and reports requested.

1.2.2 Obtain all necessary permits from other regulatory agencies and other Departments. CONSULTANT shall participate in the completion of such forms but CITY will submit these and pay for any applicable fees.

1.2.3 Upon request, verify the location of existing CITY owned utilities.

1.2.4 Provide all legal advertising mailings and postings required.

1.2.5 Duplicate all final plans and specifications.

1.2.6 Provide overall project management.

1.2.7 Provide coordination of all inquires from prospective bidders during the bidding period.

2.0 TIMING REQUIREMENTS

2.1 Time is of the essence in the performance of work under this Agreement and the following timing requirements shall be strictly adhered to unless otherwise modified in writing as set forth in Section 2.2. Failure by CONSULTANT to strictly adhere to these timing requirements may result in termination of this Agreement by the CITY and the assessment of damages against the CONSULTANT for delays.

2.2 CONSULTANT shall submit all requests for extensions of time for performance in writing to the City no later than ten (10) calendar days after the start of the condition which purportedly caused the delay, and not later than the date on which performance is due. The City shall review all such requests and may grant reasonable time extensions for unforeseeable delays which are beyond CONSULTANT'S control.

2.3 For all time periods not specifically set forth herein, the CONSULTANT shall respond in the most expedient and appropriate manner under the circumstances, by either telephone, fax hand delivery, or mail.

3.0 DESIGN CRITERIA AND STANDARDS. All work shall be performed in accordance with applicable CITY, state and federal codes and criteria. In the performance of its professional services, CONSULTANT shall use the degree of care and skill ordinarily exercised by consultants under similar conditions.

4.0 INDEPENDENT CONTRACTOR. CONSULTANT'S relationship to the CITY shall be that of an independent contractor. CONSULTANT shall have no authority, express or implied, to act on behalf of the CITY as an agent, or to bind the CITY to any obligation whatsoever, unless specifically authorized in writing by the City. 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. CONSULTANT shall be sole responsible for the performance of any of its employees, agents or subcontractors under this agreement.

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

5.0 CITY BUSINESS LICENSE. Prior to the commencement of any work under this agreement, the CONSULTANT shall obtain and present a copy of an Oceanside City Business License to the City.

6.0 WORKERS' COMPENSATION. Pursuant to Labor Code section 1861, the CONSULTANT hereby certifies that the CONSULTANT is aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with

the provisions of that Code, and the CONSULTANT will comply with such provisions and provide certification of such compliance as a part of these Award Documents. The certification shall be in accordance with Subsections 7.3 through 7.8 of this Agreement.

7.0 LIABILITY INSURANCE.

7.1 CONSULTANT shall, throughout the duration of this Agreement, maintain comprehensive general liability and property damage insurance, or commercial general liability insurance, covering all operations of CONSULTANT, its agents and employees, performed in connection with this Agreement including, but not limited to, premises and automobile.

7.1.1 CONSULTANT shall maintain liability insurance in the following minimum limits:

Comprehensive General Liability Insurance
(bodily injury and property damage)

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

Commercial General Liability Insurance
(bodily injury and property damage)

General limit per occurrence	\$ 1,000,000
General limit project specific	\$ 2,000,000

<u>Automobile Liability Insurance</u>	\$ 1,000,000
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*General aggregate per year, or part thereof, with respect to losses or other acts or omissions of CONSULTANT under this Agreement.

7.1.2 If coverage is provided through a Commercial General Liability Insurance policy, a minimum of 50% of each of the aggregate limits shall remain available at all times. If over 50% of any aggregate limit has been paid or reserved, the CITY may require additional coverage to be purchased by the CONSULTANT to restore the required limits. The CONSULTANT shall also notify the CITY'S Project Manager promptly of all losses or claims over \$25,000 resulting from work performed under this contract, or any loss or claim against the CONSULTANT resulting from any of the CONSULTANT'S work.

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

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DURING CONSTRUCTION (908742500715)

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

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

7.4 All insurance companies affording coverage shall provide thirty (30) days written notice to the CITY should the policy be cancelled before the expiration date. For the purposes of this notice requirement, any material change in the policy prior to the expiration shall be considered a cancellation.

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

7.6 CONSULTANT shall provide a substitute Certificate of Insurance no later than thirty (30) days prior to the policy expiration date. Failure by the CONSULTANT to provide such a substitution and extend the policy expiration date shall be considered a default by CONSULTANT and may subject the CONSULTANT to a suspension or termination of work under the Agreement.

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

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

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

9.0 **CONSULTANT'S INDEMNIFICATION OF CITY**. CONSULTANT shall indemnify and hold harmless the CITY and its officers, agents and employees against all claims for damages to persons or property arising out of CONSULTANT'S work, including the negligent acts, errors or omissions or wrongful acts or conduct of the CONSULTANT, or its employees, agents, subcontractors, or others in connection with the execution of the work covered by this Agreement, except for those claims arising from the willful misconduct,

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sole negligence or active negligence of the CITY, its officers, agents, or employees. CONSULTANT'S indemnification shall include any and all costs, expenses, attorneys' fees, expert fees and liability assessed against or incurred by the CITY, its officers, agents, or employees in defending against such claims or lawsuits, whether the same proceed to judgment or not. Further, CONSULTANT at its own expense shall, upon written request by the CITY, defend any such suit or action brought against the CITY, its officers, agents, or employees founded upon, resulting or arising from the conduct, tortious acts or omissions of the CONSULTANT.

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

10.0 ERRORS AND OMISSIONS. In the event that the City determines that the CONSULTANT'S negligence, misconduct, errors or omissions in the performance of work under this Agreement has resulted in expense to CITY greater than would have resulted if there were no such negligence, errors or omissions in the plans or contract specifications, CONSULTANT shall reimburse CITY for the additional expenses incurred by the CITY, including engineering, construction and/or restoration expense. Nothing herein is intended to limit CITY'S rights under Sections 7, 8 or 9.

11.0 NO CONFLICT OF INTEREST. The CONSULTANT shall not be financially interested in any other CITY contract for this project. For the limited purposes of interpreting this section, the CONSULTANT shall be deemed a "City officer or employee", and this Section shall be interpreted in accordance with Government Code section 1090. In the event that the CONSULTANT becomes financially interested in any other CITY contract for this project, that other contract shall be void. The CONSULTANT shall indemnify and hold harmless the CITY, under Section 9 above, for any claims for damages resulting from the CONSULTANT'S violation of this Section.

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

13.0 COMPENSATION.

13.1 For work performed by CONSULTANT in accordance with this Agreement, CITY shall pay CONSULTANT in accordance with the schedule of billing rates set forth in Exhibit "A", attached hereto and incorporated herein by reference. No rate changes

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DURING CONSTRUCTION (908742500715)

shall be made during the term of this Agreement without prior written approval of the City. CONSULTANT'S compensation for all work performed in accordance with this Agreement shall not exceed the total contract price of \$378,600.

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

13.2 CONSULTANT shall maintain accounting records including the following information:

13.2.1 Names and titles of employees or agents, types of work performed and times and dates of all work performed in connection with this Agreement which is billed on an hourly basis.

13.2.2 All incidental expenses including reproductions, computer printing, postage, mileage and subsistence.

13.3 CONSULTANT'S accounting records shall be made available to the City for verification of billings, within a reasonable time of the City's request for inspection.

13.4 CONSULTANT shall submit monthly invoices to CITY. CITY shall make partial payments to CONSULTANT not to exceed the total contract price within thirty (30) days of receipt of invoice, subject to the approval of the City, and based upon the following partial payment schedule:

13.4.1 Monthly during the course of the Design-Build construction project.

13.4.2 Final payment shall be made to CONSULTANT upon Consultant's preparation and submittal of the final 511 Pump Station As-Build (Record) drawings to the satisfaction of the Water Utilities Director.

14.0 **TERMINATION OF AGREEMENT.** Either party may terminate this Agreement by providing thirty (30) days written notice to the other party.

If any portion of the work is terminated or abandoned by the CITY, then the CITY shall pay CONSULTANT for any work completed up to and including the date of termination or abandonment of this Agreement, in accordance with Section 13. The CITY shall be required to compensate CONSULTANT only for work performed in accordance with the Agreement up to and including the date of termination.

15.0 **ASSIGNMENT AND DELEGATION.** This Agreement and any portion thereof shall not be assigned or transferred, nor shall any of the CONSULTANT'S duties be

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DURING CONSTRUCTION (908742500715)

delegated, without the express written consent of the CITY. Any attempt to assign or delegate this Agreement without the express written consent of the CITY shall be void and of no force or effect. A consent by the CITY to one assignment shall not be deemed to be a consent to any subsequent assignment.

This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

16.0 ENTIRE AGREEMENT. This Agreement comprises the entire integrated understanding between CITY and CONSULTANT concerning the work to be performed for this project and supersedes all prior negotiations, representations or agreements.

17.0 INTERPRETATION OF THE AGREEMENT. The interpretation, validity and enforcement of the Agreement shall be governed by and construed under the laws of the State of California. The Agreement does not limit any other rights or remedies available to CITY.

The CONSULTANT shall be responsible for complying with all local, state and federal laws whether or not said laws are expressly stated or referred to herein.

Should any provision herein be found or deemed to be invalid, the Agreement shall be construed as not containing such provision and all other provisions, which are otherwise lawful, shall remain in full force and effect, and to this end the provisions of this Agreement are severable.

18.0 AGREEMENT MODIFICATION. This Agreement may not be modified orally or in any manner other than by an Agreement in writing, signed by the parties hereto.

19.0 DISPUTE RESOLUTION.

a. Any controversy or claim arising out of or relating to this Agreement, or concerning the breach or interpretation thereof, shall be first submitted to mediation, the cost of which shall be borne equally by the parties.

b. No suit shall be brought on this contract unless all statutory claims filing requirements have been met.

20.0 NOTICES. All notices, demands, requests, consents or other communications which this Agreement contemplates or authorizes, or requires or permits either party to give to the other, shall be in writing and shall be personally delivered or mailed to the respective party as follows:

**511 PUMP STATION - OFFICE ENGINEERING SERVICES
DURING CONSTRUCTION (908742500715)**

TO CITY:

Cari Dale, Water Utilities Director
City of Oceanside
300 North Coast Highway
Oceanside, CA 92054

TO CONSULTANT:

Infrastructure Engineering Corporation
301 Mission Avenue, Suite 202
Oceanside, CA 92054

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

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

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

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

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

PROJECT: 511 Pump Station (908742500715)

INFRASTRUCTURE ENGINEERING CORPORATION

CITY OF OCEANSIDE

By: [Signature] PRESIDENT
Name/Title

By: _____
Peter A. Weiss, City Manager

Date: 6/9/11

Date: _____

By: [Signature], CFO
Name/Title

Date: 6/9/11

APPROVED AS TO FORM:

[Signature] ASST.
City Attorney

01-0617154
Employer ID No.

NOTARY ACKNOWLEDGMENTS OF CONSULTANT MUST BE ATTACHED.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of SAN DIEGO }

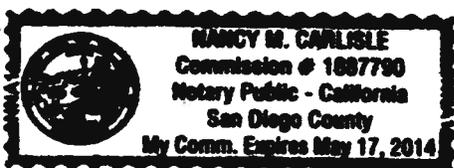
On JUNE 9, 2011 before me, NANCY M. CARLISLE NOTARY PUBLIC,
Date Here Insert Name and Title of the Officer

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

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

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

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



Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____

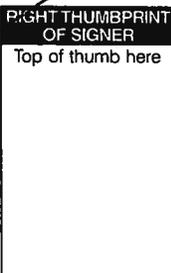
Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

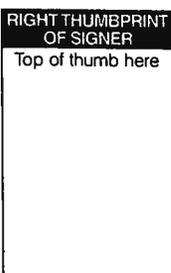
- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: _____

Signer's Name: _____

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



Signer Is Representing: _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of SAN DIEGO }

On JUNE 9, 2011 before me, NANCY M. CARLISLE, NOTARY PUBLIC
Date Here Insert Name and Title of the Officer

personally appeared ROBERT S. WEBER
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.

Signature Nancy M. Carlisle
Signature of Notary Public



Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____

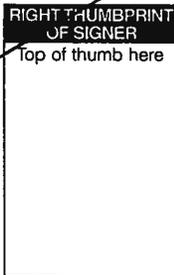
Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

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



Signer Is Representing: _____

Signer's Name: _____

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



Signer Is Representing: _____



June 8, 2011

City of Oceanside
Mr. Gary Bodman
300 North Coast Highway
Oceanside, CA 92054

RE: Design/Build Phase Services for the 511 Pump Station and Pipeline Project

Dear Mr. Bodman:

We are pleased to provide the following scope of services and fee estimate for the subject project.

IEC is currently completing the preparation of 30% plans and Proposal Documents for the 511 Pump Station. The following scope of services is for IEC to provide quality assurance, design review and project management services to the City during the Design/Build (D/B) Phase of the project.

Task 1 – Proposal Phase Services

IEC will prepare an agenda, attend and assist the City in conducting a pre-proposal meeting for perspective D/B proposers. IEC will respond to D/B team's questions in the form of addenda and will assist the City as requested in the review of D/B team's proposals and recommendation of award.

Task 2 – Engineering Services Quality Assurance

IEC will provide quality assurance and technical design reviews to ensure the project meets the design intent as described in the contract documents. IEC will respond to D/B team's questions and attend all necessary meetings with the D/B team to review progress. IEC will review for conformance contractor material and equipment submittals, along with responding to all D/B team RFI's

IEC will assist the City in coordinating the project and procuring permits, including permit review and approval with San Diego APCD for the generator.

IEC will make periodic site visits/attend progress meetings if necessary to review design revisions or to help address field issues. IEC will review and approve and D/B team requested design revisions to the approved plans and specifications.

Task 3 – CM/Quality Assurance

Provide systematic oversight of the Design-Build Team's design, construction, and quality control activities. Review and comment on contractor's quality plan and quality control documentation. Provide periodic field verification/inspection that work performed is in accordance with the quality control plan, attend construction meetings as needed, and document all quality assurance activities.

We have estimated 20 hours a week for the duration of the D/B contract schedule for Quality Assurance. We have also included budgets for geotechnical verification sampling and testing along with electrical & Instrumentation support during start-up and testing.

IEC will provide CM assistance to the City for review of any contractor initiated change orders, processing of City initiated change orders, project documentation, review D/B pay requests and construction schedules.

Mr. Gary Bodman
City of Oceanside
June 8, 2011

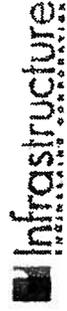


Thank you for this opportunity to be of further assistance to the City. We look forward to working with you on the completion of this important project.

Sincerely

Preston Lewis, P.E.
Sr. Project Manager

Enclosure



**FEE PROPOSAL
CITY OF OCEANSIDE
Design/Build Phase Services for the 511 Pump Station and Pipeline Project (908742500715)**

Subtask Number	Subtask Description Summary	Classification	Principal	Sr. Project Manager	Project Manager	Resident Engineer	Project Engineer	Sr. Constr. Inspector	Engineer II/CADD Operator	Word Processor	Subtask Labor-Hours	Subtask Labor Cost	Direct Cost	Subcontract	Total Cost
TASK 1	PROPOSAL PHASE SERVICES		4	4	16		16	\$125.00	\$115.00	\$75.00	40	\$6,460	\$250	\$4,000	\$10,710
TASK 2	CONSTRUCTION PHASE SERVICES														
	Review & Acceptance of D/B Contractor Design		8	40	80	16	40				184	\$30,560		\$30,000	\$101,710
	Project Management, Permits, Meetings, Coordination, Final Acceptance			24	80		40			16	160	\$25,040			\$25,040
	RFIs, Site Visits, Submittal Reviews			16	40		40				96	\$15,360	\$750		\$16,110
Task 3	QUALITY ASSURANCE										0	\$0			\$266,180
	CM Assistance, Inspection, Start-up & Testing		8	8	120	312		1248		80	1,776	\$229,680	\$1,500	\$20,000	\$251,180
	Subconsultant Testing and Verification										0	\$0		\$15,000	\$15,000
	Task Subtotal - Hours		20	92	336	328	136	1248	0	96	2,256				
	Task Subtotal - Costs		\$3,800	\$17,020	\$58,800	\$45,920	\$18,360	\$156,000	\$0	\$7,200		\$307,100	\$2,500	\$69,000	\$378,600

TIME & MATERIAL, NOT TO EXCEED FEE

\$378,600

1 RESOLUTION NO. _____

2 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
3 OCEANSIDE AUTHORIZING THE USE OF DESIGN-BUILD
4 PROCUREMENT BY COMPETITIVE NEGOTIATION

5 WHEREAS, the Voters of the City of Oceanside ratified the Charter of the City of
6 Oceanside on June 8, 2010;

7 WHEREAS, the Charter states that the City shall establish all standards, procedures,
8 rules or regulations to regulate all aspects of public contracting; and

9 WHEREAS, the City desires to use the design-build procurement by competitive
10 negotiation for public works projects,

11 NOW, THEREFORE, the City Council of the City of Oceanside DOES RESOLVE as
12 follows:

13 SECTION 1. To authorize the use of the design-build procurement by competitive
14 negotiation for public works projects.

15 PASSED AND ADOPTED by the City Council of the City of Oceanside, California, this
16 day of _____, 2011, by the following vote

17 AYES:

18 NAYES:

19 ABSENT:

20 ABSTAIN:

21
22 _____
MAYOR, CITY OF OCEANSIDE

23 ATTEST:

24 _____
25 CITY CLERK

26 APPROVED AS TO FORM:

27 
28 CITY ATTORNEY

