ITEM NO. 8

STAFF REPORT

CITY OF OCEANSIDE

DATE: September 14, 2011

TO: Honorable Mayor and City Councilmembers

FROM: Water Utilities Department

SUBJECT: **PROFESSIONAL SERVICES AGREEMENT WITH INFRASTRUCTURE ENGINEERING CORPORATION TO PROVIDE ENGINEERING SERVICES FOR MISCELLANEOUS SAFETY IMPROVEMENTS AT THE MISSION BASIN DESALTING FACILITY**

SYNOPSIS

Staff and the Utilities Commission recommend that the City Council approve a professional services agreement with Infrastructure Engineering Corporation of Oceanside in an amount not to exceed $29,650 to provide engineering services for miscellaneous safety improvements at the Mission Basin Desalting Facility (Exhibit A); and authorize the City Manager to execute the agreement.

BACKGROUND

Water Utilities staff determined that several areas of the Mission Basin Desalting Facility need to be improved in order to comply with current CAL/OSHA safety requirements. The safety issues to be addressed include design of:

- A platform with ladder to provide better access to the iron and manganese injection vault;
- The placement of a new ladder and railings at the emergency power generator building;
- Two separate platforms on the outside of the iron and manganese filter vessels and a combined platform between the two vessels;
- New ladders with handrails and guardrails at the ammonia hydroxide storage tank; and
- New platforms and ladders at the cartridge filters to provide 360-degree access for maintenance.

ANALYSIS

Infrastructure Engineering has completed design of one of the safety improvements required by Cal/OSHA. The cost of the work was under $10,000 and was paid for by the Desalter Facility Minor Improvements project fund. Staff is requesting approval of a professional services agreement in the amount of $29,650 for the design of the remainder of the safety improvements; this requires Council approval since the cumulative total for this consultant's projects is over $50,000.

The details for the construction and implementation of the actual improvements will come back for Council's approval.

FISCAL IMPACT

The Fiscal Year 11-12 approved budget for the Desalter Facility Minor Improvements project fund (908748500712.5702.10400) is $400,000 and there is an available unspent balance of $240,432.

CITY ATTORNEY'S ANALYSIS

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

INSURANCE REQUIREMENTS

The City's standard insurance requirements will be met.

COMMISSION OR COMMITTEE REPORT

Does not apply.

RECOMMENDATIONS

Staff and the Utilities Commission recommend that the City Council approve a professional services agreement in an amount not to exceed $29,650 with Infrastructure Engineering Corporation of Oceanside to provide engineering services for miscellaneous safety improvements at the Mission Basin Desalting Facility; 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: Professional Services Agreement

Exhibit A

CITY OF OCEANSIDE

PROFESSIONAL SERVICES AGREEMENT

PROJECT: MISCELLANEOUS SAFETY IMPROVEMENTS FOR MISSION BASIN DESALTING FACILITY

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."

NOW THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. **SCOPE OF WORK.** The CONSULTANT desires to provide engineering services for miscellaneous safety improvements to the Mission Basin Desalting Facility and is more particularly described in the CONSULTANTS proposal dated February 4, 2011.

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 Water Utilities Director. The CONSULTANT shall not be authorized to communicate directly with, nor in any way direct the actions of, any bidder or the construction contractor for this project without the prior written authorization by the Water Utilities Director. CONSULTANT shall be solely responsible for the performance of any of its employees, agents, or subcontractors under this Agreement. CONSULTANT shall report to the CITY any and all employees, agents, and consultants performing work in connection with this project, and all shall be subject to the approval of the CITY.

3. **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 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*

or

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 and applicable endorsements, 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 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, 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, 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.

7. **COMPENSATION.** CONSULTANT'S compensation for all work performed in accordance with this Agreement, shall not exceed the total contract price of $29,650.

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

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 Water Utilities Director within 45 calendar days.

9. **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.

10. **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.

11. **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.

12. **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 set forth below.

INFRASTRUCTURE ENGINEERING	CITY OF OCEANSIDE
By: PRESIDENT	By:
Name/Title	Peter A. Weiss, City Manager
Date: 6/23/2011	Date: 7-21-11
By: Secretary	APPROVED AS TO FORM:
Name/Title	
Date: 6/23/2011	ASST.
01-0617154	City Attorney
Employer ID No.	

NOTARY ACKNOWLEDGMENTS OF CONSULTANT MUST BE ATTACHED.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California
County of SAN DIEGO

On JUNE 23, 2011 (Date) before me, NANCY M. CARLISLE, NOTARY PUBLIC (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.

NANCY M. CARLISLE
Commission # 1887790
Notary Public - California
San Diego County
My Comm. Expires May 17, 2014

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: _____

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

©2007 National Notary Association • 9350 De Soto Ave., P.O. Box 2402 • Chatsworth, CA 91313-2402 • www.NationalNotary.org Item #5907 Reorder: Call Toll-Free 1-800-876-6827

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California
County of SAN DIEGO

On JUNE 23, 2011 (Date) before me, NANCY M. CARLISLE, NOTARY PUBLIC (Here Insert Name and Title of the Officer)

personally appeared VICKI E. SHAW (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.

NANCY M. CARLISLE
Commission # 1887790
Notary Public - California
San Diego County
My Comm. Expires May 17, 2014

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: _____

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

©2007 National Notary Association • 9350 De Soto Ave., P.O. Box 2402 • Chatsworth, CA 91313-2402 • www.NationalNotary.org Item #5907 Reorder: Call Toll-Free 1-800-876-6827

Exhibit A

February 4, 2011

Mr. Greg Blakely
Administration Manager
City of Oceanside, Water Utilities Department
300 Mission Avenue
Oceanside, CA 92054

Re: Proposal for Miscellaneous Safety Improvements for Mission Basin Desalting Plant Facility

Dear Mr. Blakely:

At the City of Oceanside's request, Infrastructure Engineering Corporation (IEC) is pleased to provide this letter proposal for engineering services to assist the City with miscellaneous improvements to the Mission Basin Desalting Facility (MBDP). The following is our understanding of the project and the City's objectives, followed by the proposed scope of services and fee.

Project Understanding

The City desires to implement several miscellaneous improvement projects at the MBDP to improve operator access to certain facilities. Based on our site visit of January 30, 2011, we understand the project to consist of the following:

1. **Safety Improvements at the Iron and Manganese Injection Vault**
   The City has an existing chlorine and iron and manganese injection vault which requires safety upgrades. The City will be relocating the chlorine injection point shortly and relocating the injection point across from the ladder to this location. However, the plant staff still requires access on the opposite side of the piping across from the ladder. Therefore, if an operator is required to work on the sample piping they must either crawl under the piping or go over the piping. This is not acceptable and this task will be to design a platform to allow the operator to enter the vault and use the ladder and platform to access the injection point. This platform also needs to be designed to not interfere with the operators access to the Rosemont equipment to the left of the operator entering the vault from the ladder. These platforms, ladders, etc. will have the required guardrails, etc. and meet the associated OSHA regulations.

2. **Safety Improvements at the Emergency Power Generator Building**
   The emergency generator has two ladders (one on either side). One ladder is free standing and not anchored properly. The other ladder requires replacement due to the fact that the new stair access will require railings and the way the door opens this is not possible with the existing stairs.

3. **Safety Improvements at the Iron and Manganese Filter Vessels**
   The two large iron and manganese filter vessels have equipment on top of the vessel and on both sides of the vessels. There is various piping and appurtenances on both sides of the vessels. Therefore, a separate platform is required on the outside of each vessel and a combined platform is required for the area between the two vessels. The platforms must be designed so as to not restrict access to the piping and appurtenances near the bottom of the vessels. These platforms, ladders, etc. will have the required guardrails, etc. and meet the associated OSHA regulations.

4. **Safety Improvements at the Ammonia Hydroxide Storage Tank**
   The existing stairs/ladders are not bolted down and/or have the proper handrails/guardrails. Therefore, new ladders meeting these requirements will be designed for this facility. These platforms, ladders, etc. will have the required guardrails, etc. and meet the associated OSHA regulations.

5. **Safety Improvements at the Cartridge Filters**
   The Cartridge filters require maintenance to the top of the filters and this requires 360 degree access around each of the three tanks. There are numerous bolts, etc. which require the operators to have access around the entire perimeter of the tanks. These platforms, ladders, etc. will have the required guardrails, etc. and meet the associated OSHA regulations. The materials preferred by the plant is aluminum but the fabrication costs may make this cost prohibitive and so costs for carbon steel fabrication will also be evaluated.

Scope of Services

Based on the above project understanding, we have prepared the following Scope of Services:

Task 1 – Site Visit/Record Drawing Research
We will meet with the City at the MBDP to confirm dimensions and improvements still match the record drawings we received from the City for the MBDP and review and confirm site conditions. We assume that our mechanical designer, structural engineer, and project engineer would attend the meeting.

Task 2 – Prepare Preliminary Submittal
We will prepare a preliminary design submittal to encompass the above mentioned project components. The submittal will consist of drawings to depict the proposed improvements, with materials specified on the drawings themselves. We assume the project will be bid by selected contractors and the project will not be publicly bid. We have proposed a plan set approach in order to save these plans with the original plans for the MBDP (plan set # W1896 for the List of Drawings Sheet). We estimate the following drawings:

General
Title Sheet
Location Plan, Legend and Abbreviations

Structural
Stair Plans and Details (For locations #2 and #4)
Platform Plans and Details (For locations #1, #3, and #5)

The drawings will be provided to the City for review and comment.

Task 3 – Prepare Final Submittal
Following review and resolution of City comments, we will revise the drawings and prepare a final submittal. Following incorporation of final City comments, the drawings will be finalized and provided to the City for solicitation of proposals from selected contractors. We have provided for a budget for a limited amount of reproduction of plans (10 sets).

Task 4 – Engineering Services During Construction (Submittal Review)
IEC and Simon Wong will review the fabrication drawings and ensure compliance with the Contract Drawings.

Project Schedule

We are available to begin the project immediately upon authorization/receipt of signed contract from the City. We estimate the project can be completed according to the following milestones:

Task/Activity	Weeks from Start
Site Meeting	1
First Submittal	3
City Review	4
Final Submittal	6
Final City Review	8
Final Drawings Produced	9

Estimated Fee

The estimated fee to complete the project is $29,650 with a detailed task and hours breakdown presented on Table 1 attached. We propose to invoice the City monthly on a time and materials, not-to-exceed basis.

We sincerely appreciate the opportunity to provide this proposal to the City, and look forward to working with you on this project. Please call us at (858) 413-2400 if you have any questions.

Sincerely,

Amy R. Czajkowski, P.E., CCM
Senior Project Manager

cc: Robert Weber, P.E., IEC

TABLE 1
Fee Proposal
CITY OF OCEANSIDE
WATER UTILITIES DEPARTMENT
MBDP MISCELLANEOUS SAFETY IMPROVEMENTS

INFRASTRUCTURE ENGINEERING CORPORATION

Subtask Number	Subtask Description Summary	Classification	*Principal*	*Project Manager*	*Project Engineer*	Engineer III	Engineer II	Engineer I/CADD Operator	*Word Processor*	Subtask Labor-Hours	Subtask Labor Cost	Direct Cost	Subcontract	Total Cost
		Rate	$190.00	$175.00	$135.00	$125.00	$86.00	$105.00	$75.00					
TASK 1	SITE VISIT/RECORD DRAWING RESEARCH			1		8		4		13	$1,595	$50	$950	$2,595
TASK 2	PREPARE PRELIMINARY SUBMITTAL			4		16		24		44	$5,220	$50	$4,200	$9,470
TASK 3	PREPARE FINAL SUBMITTAL			2		24		32		58	$6,710	$100	$7,000	$13,810
TASK 4	ENGINEERING SERVICES DURING CONSTRUCTION (SUBMITTAL REVIEW)			1		8				9	$1,175	$100	$2,500	$3,775
		Task Subtotal - Hours	0	8	0	56	0	60	0	124				
		Task Subtotal - Costs	$0	$1,400	$0	$7,000	$0	$6,300	$0		$14,700	$300	$14,650	$29,650

TOTAL NOT TO EXCEED FEE: ***$29,650***