

STAFF REPORT

DATE: September 10, 2013

TO: Utilities Commission

FROM: Cari Dale, Water Utilities Director

SUBJECT: **AMENDMENT 3 IN THE AMOUNT OF \$384,800 TO THE PROFESSIONAL SERVICES AGREEMENT WITH PARC CIVIL FOR ADDITIONAL AS-NEEDED PROJECT MANAGEMENT AND SCADA PROFESSIONAL SERVICES**

SYNOPSIS

Staff recommends that the City Council approve Amendment 3 in an amount not to exceed \$384,800 to the professional services agreement with Parc Civil of Oceanside for additional as-needed Project Management and SCADA Professional services; and authorize the City Manager to execute the amendment (Exhibit A).

BACKGROUND

The City Council approved the current Professional Services Agreement in the amount of \$100,000 with Parc Civil on September 19, 2012, for as-needed project management services. Parc Civil began performing project management tasks for projects at the San Luis Rey Waste Water Treatment Plant, La Salina Waste Water Treatment Plant, and the Mission Basin Desalting Facility along with several miscellaneous projects throughout the department shortly after the agreement was executed.

On January 30, 2013, City Council approved amendment 1 in the amount of \$100,000 to the Professional Services Agreement with Parc Civil for the addition of as-needed Supervisory Control and Data Acquisition (SCADA) Professional services. Parc Civil began providing professional and technical staff to the SCADA Division to ensure that the water utilities department has adequate management and oversight for the upcoming improvements shortly after the amendment was approved. These duties include supervision of consultants during implementation of improvements; professional review and management of all existing and proposed upgrades to the SCADA system; and review and update of the Information Technology Master Plan.

On May 15, 2013, City Council approved amendment 2 in the amount of \$100,000 to the Professional Services Agreement with Parc Civil for the continuation of as-needed Project Management services for work currently in design and construction.

ANALYSIS

Parc Civil was originally selected based on their technical skills, capabilities, experience, knowledge of the City's existing facilities, and competence within the industry.

The staff at Parc Civil has proven their competency and expertise within the industry and the specific scope of work that they have been tasked with. There are currently several projects in design and under construction that they are managing and an extension of services through the end of FY 13-14 for both the Project Management and SDACA Professional services is necessary to complete the projects. These projects consist of the Department-wide upgrades to the water and sewer SCADA system, SLRWWTP Digester Rehabilitation, Myers-Tait Sewer Replacement, La Salina WWTP Improvements Phase I, Mission Basin Desalting Facility Upgrades, Lake Ave. Sewer Relocation, SLRWWTP Electrical Evaluation, and the El Corazon Irrigation well installation to mention a few.

FISCAL IMPACT

The 2013-14 approved budget included funds for professional services necessary to complete each project. The available budget in the respective accounts listed below is \$1,400,000. Operational duties will be charged to the Miscellaneous Sewer and Miscellaneous Water funds. The total cost for the original contract, amendment 1, amendment 2, and amendment 3 is \$684,800. The cost for amendment 3 is \$384,800; therefore sufficient funds are available.

Project Name	Account	Available Budget	Allocated Amount
Sewer SCADA Upgrades	909130500722.5702.10600	\$150,000	\$98,800
Water SCADA Upgrades	908130000712.5702.10600	\$250,000	\$98,800
Misc. Sewer	800812722.5325	\$500,000	\$93,600
Misc. Water	750771712.5325	\$500,000	\$93,600

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

The Water and Sewer Committee received a project update at it's meeting on September 3, 2013.

RECOMMENDATIONS

Staff recommends that the City Council approve Amendment 3 in an amount not to exceed \$384,800 to the professional services agreement with Parc Civil of Oceanside for additional as-needed Project Management and SCADA Professional services; and authorize the City Manager to execute the amendment (Exhibit A).

PREPARED BY:

Jason Dafforn
Water Utilities Division Manager

Exhibit A – Amendment 3
Exhibit B – Original Professional Services Agreement

**CITY OF OCEANSIDE
AMENDMENT 3 TO
PROFESSIONAL SERVICES AGREEMENT**

PROJECT: AS-NEEDED PROJECT MANAGEMENT SERVICES

THIS AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT (hereinafter "Amendment") is made and entered this ____ day of _____ 2013, by and between the City of Oceanside, Water Utilities Department, a municipal corporation, hereinafter designated as "DEPARTMENT", and PARC CIVIL, INC., hereinafter designated as "CONSULTANT".

RECITALS

WHEREAS, DEPARTMENT and CONSULTANT are the parties to that certain Professional Services Agreement dated September 19, 2012, amended on January 30, 2013, and May 1, 2013, hereinafter referred to as the "Agreement", wherein CONSULTANT agreed to provide certain services to the DEPARTMENT set forth therein;

WHEREAS, the parties desire to amend the Agreement to provide for changes and/or modifications to Section 13.1, Compensation.

AMENDMENT

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

1. Section 13, Compensation, shall be amended to reflect that all work performed in accordance with the Agreement dated September 19, 2012, amended on January 30, 2013, and May 1, 2013, shall not exceed the total contract price of \$684,800.
2. Except as expressly set forth in the 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 Agreement on behalf of the respective legal entities of the CONSULTANT and the DEPARTMENT.

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 this _____ day of _____, 2013.

PARC CIVIL, INC.

CITY OF OCEANSIDE

By: [Signature] / President
Name/Title

By: _____
City Manager

Date: August 22, 2013

Date: _____

By: _____
Name/Title

APPROVED AS TO FORM:

Date: _____

40-0598847
Employer ID No.

City Attorney

NOTARY ACKNOWLEDGEMENTS OF CONSULTANT MUST BE ATTACHED.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of SAN DIEGO

On AUG. 22, 2013 before me, NANCY M. CARLISLE NOTARY PUBLIC

personally appeared AMY R. CZATKOWSKI

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: _____

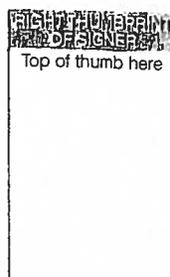
- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



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: _____

July 29, 2013

Mr. Jason Dafforn, Water Utilities Division Manager
Water Utilities Department
City of Oceanside
300 North Coast Highway
Oceanside, CA 92054

Reference: **Proposal for As-Needed Project Manager and SCADA/IT Extension of Staff – Amendment**

Dear Mr. Dafforn:

PARC Civil (PARC) is pleased to provide a proposal to extend the services of the As-Needed Project Manager and the SCADA/IT Extension of staff positions. Both of these positions have been ongoing and have been requested for a period of one year in order to assist in executing the City's CIP program.

In order to determine the Scope of Services, PARC met with the City to establish the assumptions for both positions.

SCADA/IT Extension of Staff

Mr. Chuck Reuck has started implementing the City's SCADA CIP Plan and the City is requesting full time services for the upcoming year. Mr. Reuck's billing rate for the duration of any work during fiscal year 2013/2014 shall remain at \$95/hour.

Full time for a one year period assumes a total of 2,080 hours. The subtotal for Mr. Reuck's services is:

SCADA/IT Extension of Staff 2,080 hours x \$95/hour = \$197,600

As-Needed Project Manager

Ms. Czajkowski is currently assisting with several CIP projects and is tentatively assigned to upcoming CIP projects which are required to be completed through this fiscal year. Ms. Czajkowski's billing rate for the duration of any work during fiscal year 2013/2014 shall remain at \$150/hour.

The City is requesting Ms. Czajkowski work three days a week for a period of one year. This assumes a total of 1,248 hours for a one year period. The subtotal for Ms. Czajkowski's services is:

As-Needed Project Manager 1,248 hours x \$150/hour = \$187,200

Total for Both SCADA/IT Extension of Staff and As-Needed Project Manager \$384,800

Mr. Jason Dafforn
July 29, 2013
Page 2 of 2

Statements: PARC Civil states that the person assigned to each assignment will not be substituted.

PARC Civil has reviewed the City's Professional Service Agreement and takes no exceptions.

Our staff is available and ready to work for the City of Oceanside. While on this assignment both Mr. Reuck and Ms. Czajkowski will serve the City with commitment and professionalism. We sincerely appreciate the opportunity to submit this proposal and continue our established working relationship with the City.

Sincerely,



Amy Czajkowski, PE, CCM, QSD/QSP

**MINUTES OF ANNUAL MEETING
OF THE BOARD OF DIRECTORS
OF
PARC Civil, Inc.,
A CALIFORNIA CORPORATION**

The annual meeting of the Board of Directors of PARC Civil, Inc., a California corporation, was held at 303 Mission Ave, Ste. 202, Oceanside, California, on the 2nd day of April, 2012. Present at the meeting were directors Amy Czajkowski and Vicki Shaw.

The Chairman declared that the meeting was held pursuant to written notice duly given to each of the directors in accordance with Bylaws of the corporation. A copy of the written notice was presented to the meeting, and upon motion duly made and carried, was made an part of the record of the meeting and now precedes the records of this meeting in the Minute Book of the corporation.

Amy Czajkowski, acting as Chair of the meeting, announced that the purpose of the meeting was to consider the President's annual report, to elect officers, and to review the status of pending activities.

Election of Officers

The President noted that it would be appropriate for the Board to consider the election of officers for the regular operations of the corporation. After some discussion, and on motion duly made and seconded, the following resolution was adopted:

RESOLVED, that the following individuals are hereby elected to the positions indicated, to serve for the coming year and until their successors are elected and qualified:

President & Chief Executive Officer	-	Amy Czajkowski
Secretary	-	Amy Czajkowski
Chief Financial Officer	-	Amy Czajkowski
Assistant Secretary	-	Vicki Shaw

Each of the officers accepted their election.

Signature Authority

The President reported that it was necessary to update the Corporation's designation of authority of its officers to enter into contracts and other agreements on behalf of the Corporation. After discussion and upon motion duly made and carried, the following resolutions were adopted:

RESOLVED, Amy Czajkowski, President, acting alone, be and is hereby authorized without further authorization of the Board of Directors, to enter into and execute on behalf of the Corporation such contracts and other instruments as are necessary and appropriate for the Corporation having a value of Five Hundred Thousand or less; and

RESOLVED, for any transaction on behalf of the Corporation having a value greater than Five Hundred Thousand, the signature of Amy Czajkowski, President and the signature of the Assistant Secretary, Vicki Shaw; and

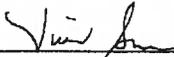
Officer	Title	Limit
Amy Czajkowski	President, Secretary, CFO	\$500,000
Vicki Shaw	Assistant Secretary	\$100,000

FURTHER RESOLVED, that the Board of Directors hereby revokes all prior designations of authority to enter into contracts and other agreements on behalf of the Corporation, and that the signature authority adopted at this meeting is effective immediately and shall continue as to each individual until said individual shall leave the employ of the Corporation or until revoked by the Board of Directors, whichever shall first occur.

The President presented further information for the financial report for the period ending December 31, 2011. A copy of the annual report was directed to be placed in the Minute Book following the Minutes of this meeting.

THEREFORE, BE IT RESOLVED, that the directors of the corporation do hereby recognize the valuable service of its executive officers. The annual salaries of the officer's will be adjusted during the year and will be changed by consent, be and they are hereby approved.

There being no further business to come before the Board, upon motion duly made, seconded and carried, the meeting was adjourned.



Vicki Shaw, Assistant Secretary

CITY OF OCEANSIDE

PROFESSIONAL SERVICES AGREEMENT

PROJECT: AS-NEEDED PROJECT MANAGMENT SERVICES

THIS AGREEMENT, dated September 19, 2012 for identification purposes, is made and entered into by and between the CITY OF OCEANSIDE, a municipal corporation, hereinafter designated as "CITY", and PARC CIVIL, INC., hereinafter designated as "CONSULTANT".

RECITALS

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

NOW, THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

- 1.0 SCOPE OF WORK. The CONSULTANT desires to provide water utility project management services for various water and wastewater projects. The Scope of work is more particularly described in the CONSULTANT's proposal dated July 24, 2012, attached hereto and incorporated herein as Exhibit A.
- 1.1 PROFESSIONAL SERVICES PROVIDED BY CONSULTANT. The professional services to be performed by CONSULTANT shall consist of but not be limited to the following:
 - 1.1.1 Work closely with the Water Utilities Director in performing work in accordance with this Agreement in order to receive clarification as to the result which the CITY expects to be accomplished by CONSULTANT. The Water Utilities Director, under the authority of the City Manager, shall be the CITY'S authorized representative in the interpretation and enforcement of all work performed in

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connection with this Agreement. The Water Utilities Director may delegate authority in connection with this Agreement to the Water Utilities Director's designees. For the purposes of directing the CONSULTANT'S performance in accordance with this Agreement, the Water Utilities Director delegates authority to Jason Dafforn, Acting Water Utilities Division Manager.

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

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

1.1.4 Provide office and field assistance to the City during the bidding and construction periods upon request by the Water Utilities Director to include the services listed below:

- a. Provide consultation and advice to the City during construction of the projects.
- b. Review and make recommendations on all construction contract change orders and requests for clarification from the contractor.
- c. Prepare engineering cost estimates.
- d. Prepare needed reports and notices.
- e. Provide periodic visits to the site to monitor construction.
- f. Attend meetings with the Water Utilities Director or his designees.
- g. Provide construction management and inspection services as may be required.

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

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

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- 1.2.2 Obtain all necessary permits from other regulatory agencies and other Departments. CONSULTANT shall participate in the completion of such forms but CITY will submit these and pay for any applicable fees.
- 1.2.3 Upon request, verify the location of existing CITY owned utilities.
- 1.2.4 Provide all legal advertising mailings and postings required.
- 1.2.5 Duplicate all final plans and specifications.
- 1.2.6 Provide all necessary surveying and testing required for design, including geotechnical engineering services if required during construction.
- 1.2.7 Provide overall project management.
- 1.2.8 Provide coordination of all inquiries from prospective bidders during the bidding period.

2.0 TIMING REQUIREMENTS

- 2.1 Time is of the essence in the performance of work under this Agreement and the following timing requirements shall be strictly adhered to unless otherwise modified in writing as set forth in Section 2.3. 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 perform as-needed project management services for a period of 365 calendar days of the execution of this Agreement. No work shall be performed by CONSULTANT beyond the scope of work without the written approval of the Water Utilities Director.
- 2.3 CONSULTANT shall submit all requests for extensions of time for performance in writing to the City engineer 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 Engineer shall review all such requests and may grant reasonable time extensions for unforeseeable delays which are beyond CONSULTANT'S control.
- 2.4 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.

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

Contract specifications shall conform to the CITY'S specification procedures and the format of the CITY'S standard form Contract Documents for Public Works Construction.

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

- 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.

Water Utilities CIP Project Management Services

- 7.2 CONSULTANT shall maintain liability insurance in the following minimum limits:

Comprehensive General Liability Insurance
(bodily injury and property damage)

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

Commercial General Liability Insurance
(bodily injury and property damage)

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

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

- 7.3 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.
- 7.4 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 an additional insured shall be primary insurance and other insurance maintained by the CITY, its officers, agents and employees shall be excess only and not contributing with insurance provided pursuant to this Section.
- 7.5 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.
- 7.6 CONSULTANT shall provide thirty (30) days written notice to the CITY should any insurance policy required by this Agreement be cancelled before the

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expiration date. For the purposes of this notice requirement, any material change in the policy prior to the expiration shall be considered a cancellation.

- 7.7 CONSULTANT shall provide evidence of compliance with the insurance requirements listed above by providing, at minimum, a Certificate of Insurance and applicable endorsements, in a form satisfactory to the City Attorney, concurrently with the submittal of this Agreement.
- 7.8 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.
- 7.9 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.
- 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.** To the greatest extent allowed by law, 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, 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

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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 Engineer 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 shall be made during the term of this Agreement without prior written approval of the Water Utilities Director. CONSULTANT'S compensation for all work performed in accordance with this Agreement shall not exceed the total contract price of \$100,000.

Water Utilities CIP Project Management Services

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 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 Engineer for verification of billings, within a reasonable time of the City Engineer's request for inspection.

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

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

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

15.0 **ASSIGNMENT AND DELEGATION.** This Agreement and any portion thereof shall not be assigned or transferred, nor shall any of the CONSULTANT'S duties be delegated, without the express written consent of the CITY. Any attempt to assign or delegate this Agreement without the express written consent of the CITY shall be void and of no force or effect. 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:

TO CITY:

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

TO CONSULTANT:

Amy Czajkowski, P.E., CCM
Parc Civil, Inc.
301 Mission Ave., Suite 202
Oceanside, CA 92054

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

Water Utilities CIP Project Management Services

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.

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: AS-NEEDED PROJECT MANAGMENT SERVICES

PARC CIVIL, INC.

CITY OF OCEANSIDE

By: [Signature] / President
Name/Title

By: [Signature]
City Manager

Date: 8/09/12

Date: 8-20-12

By: [Signature] / Assistant Secretary
Name/Title

APPROVED AS TO FORM:

Date: 8/9/2012

[Signature]
City Attorney

90-0598847
Employer ID No.

NOTARY ACKNOWLEDGMENTS OF CONSULTANT MUST BE ATTACHED.

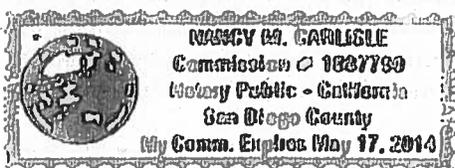
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of SAN DIEGO

On AUG. 9, 2012 before me, NANCY M. CARLISLE, NOTARY PUBLIC

personally appeared AMY R. CZAJKOWSKI



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: _____

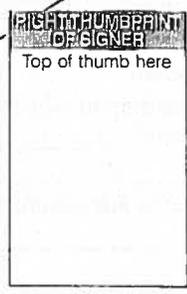
Signer(s) Other Than Named Above: _____

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: _____



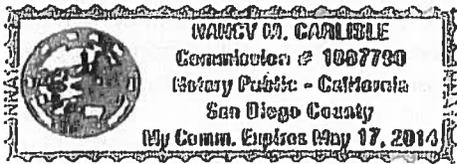
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of SAN DIEGO

On AUG 9 2012 before me, NANCY M. CARLISLE, NOTARY PUBLIC

personally appeared VICKI E. SHAW



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

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:

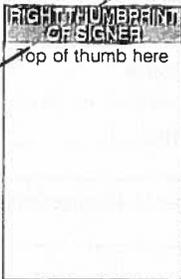
Document Date: Number of Pages:

Signer(s) Other Than Named Above:

Capacity(ies) Claimed by Signer(s)

Signer's Name:

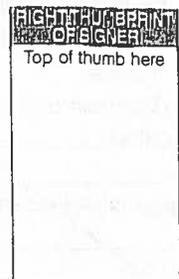
- Individual
Corporate Officer — Title(s):
Partner — Limited General
Attorney in Fact
Trustee
Guardian or Conservator
Other:



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:

**MINUTES OF ANNUAL MEETING
OF THE BOARD OF DIRECTORS
OF
PARC Civil, Inc.,
A CALIFORNIA CORPORATION**

The annual meeting of the Board of Directors of PARC Civil, Inc., a California corporation, was held at 303 Mission Ave, Ste. 202, Oceanside, California, on the 2nd day of April, 2012. Present at the meeting were directors Amy Czajkowski and Vicki Shaw.

The Chairman declared that the meeting was held pursuant to written notice duly given to each of the directors in accordance with Bylaws of the corporation. A copy of the written notice was presented to the meeting, and upon motion duly made and carried, was made an apart of the record of the meeting and now precedes the records of this meeting in the Minute Book of the corporation.

Amy Czajkowski, acting as Chair of the meeting, announced that the purpose of the meeting was to consider the President's annual report, to elect officers, and to review the status of pending activities.

Election of Officers

The President noted that it would be appropriate for the Board to consider the election of officers for the regular operations of the corporation. After some discussion, and on motion duly made and seconded, the following resolution was adopted:

RESOLVED, that the following individuals are hereby elected to the positions indicated, to serve for the coming year and until their successors are elected and qualified:

President & Chief Executive Officer -	Amy Czajkowski
Secretary -	Amy Czajkowski
Chief Financial Officer -	Amy Czajkowski
Assistant Secretary -	Vicki Shaw

Each of the officers accepted their election.

Signature Authority

The President reported that it was necessary to update the Corporation's designation of authority of its officers to enter into contracts and other agreements on behalf of the Corporation. After discussion and upon motion duly made and carried, the following resolutions were adopted:

RESOLVED, Amy Czajkowski, President, acting alone, be and is hereby authorized without further authorization of the Board of Directors, to enter into and execute on behalf of the Corporation such contracts and other instruments as are necessary and appropriate for the Corporation having a value of Five Hundred Thousand or less; and

RESOLVED, for any transaction on behalf of the Corporation having a value greater than Five Hundred Thousand, the signature of Amy Czajkowski, President and the signature of the Assistant Secretary, Vicki Shaw; and

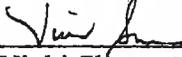
Officer	Title	Limit
Amy Czajkowski	President, Secretary, CFO	\$500,000
Vicki Shaw	Assistant Secretary	\$100,000

FURTHER RESOLVED, that the Board of Directors hereby revokes all prior designations of authority to enter into contracts and other agreements on behalf of the Corporation, and that the signature authority adopted at this meeting is effective immediately and shall continue as to each individual until said individual shall leave the employ of the Corporation or until revoked by the Board of Directors, whichever shall first occur.

The President presented further information for the financial report for the period ending December 31, 2011. A copy of the annual report was directed to be placed in the Minute Book following the Minutes of this meeting.

THEREFORE, BE IT RESOLVED, that the directors of the corporation do hereby recognize the valuable service of its executive officers. The annual salaries of the officer's will be adjusted during the year and will be changed by consent, be and they are hereby approved.

There being no further business to come before the Board, upon motion duly made, seconded and carried, the meeting was adjourned.



Vicki Shaw, Assistant Secretary

July 24, 2012

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

Reference: **Proposal for As-Needed Project Management Services Fiscal Year 2012-2013**

Dear Mr. Dafforn:

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

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



PARC's approach to the project is to provide a Project Manager, Ms. Amy Czajkowski on an as-needed basis. ***The big advantage to Ms. Czajkowski in this role is that she will come in when needed and will be efficient with her time. If there are no project activities and the City does not have work for her she will standby until these parameters change. Therefore, PARC will not waste the City's time or money on this contract and come in only when needed.***

Mr. Jason Dafforn
July 24, 2012
Page 2 of 5

Ms. Amy Czajkowski, P.E., has over 19 years experience in the planning, design, and construction management of municipal water and wastewater projects. Her commitment and enthusiasm to her work is unmatched. She not only has established working relationships with the Water Utilities Department Staff but with all of the other staff in the other City departments which are required to successfully complete design and construction projects.

Included in our proposal is a summary of Ms. Czajkowski's professional experience, her understanding and approach to the project, corporate information, and project budget. Ms. Czajkowski has a seven-year history of working with the City Staff and is excited about the possibility of continuing her service as a dedicated Project Manager with the City of Oceanside. Ms Czajkowski has recently worked with the Water Utilities Department other Project Manager, Mr. Bodman and therefore, workload and any other coordination can occur seamlessly.

Project Team

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

City of Oceanside

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

Mr. Jason Dafforn
July 24, 2012
Page 3 of 5

Otay Water District

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

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

Vallecitos Water District

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

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

Other Local Agencies

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

Management Skills

Ms. Czajkowski's management skills are well documented by her success as a Project Manager. Early in her career she took classes in Project Management so that her management skills would match her technical abilities. In taking these classes, she has learned the emphasis on listening, planning, organizing, and budgeting, in addition to overseeing personnel working on the projects.

Mr. Jason Dafforn
 July 24, 2012
 Page 4 of 5

Being a successful Project Manager means to take responsibility of the entire project and learning to work with varying personalities and skill sets. Managing projects also means managing people and learning the best way to work with people in order to maximize their potential. Project Management can be divided into four categories: Project Planning, Project Start-up, Project Implementation, and Project Closeout. Each phase is critical to a successful project. Each of these phases has administrative items specific to the Water Utilities Department. Since Ms. Czajkowski has been at the City and learned each of these procedures, there is no learning curve.

Technical Skills

Ms. Czajkowski is fully capable of handling all of the tasks required of a Project Manager and has demonstrated this ability during the previous As-Needed Project Manager contracts. Some of the key tasks that Ms. Czajkowski will be able to provide include:

- Manage projects ranging in construction cost from \$10,000 to \$20,000,000
- Oversee discretionary reviews for agencies required under CEQA guidelines
- Prepare RFPs and manage multiple consultants
- Coordinate with City staff to ensure timely processing of project approvals
- Operate Requirements for City Facilities
- Prepare quantity takeoffs and the development of cost estimates
- Perform Constructability Investigations of proposed designs
- Perform Field Investigations of New Facilities
- Perform AutoCAD
- Prepare graphics for City Council and/or community relations meetings
- Perform and/or check engineering calculations and reports including grading calculations, steel pipe calculations, hydraulic calculations, flow generation, water demand calculations
- Respond to Contractor's Request for Information and/or clarification, process pay requests, review submittals, respond to change order requests
- Manage weekly construction meetings
- Ms. Czajkowski has the new Qualified SWPPP Developer (QSD) and Qualified SWPPP Practitioner (QSP)

Base Rate and Project Budget

Ms. Czajkowski's billing rate for the duration of any work during fiscal year 2012-2013 at \$150/hour. This is the same billing rate that has been used for the previous 2009 As-Needed PM contracts with the City.

Statements:

PARC Civil states that the Project Manager assigned to the project will not be substituted.

PARC Civil has reviewed the City's Professional Service Agreement and takes no exceptions.

Mr. Jason Dafforn
July 24, 2012
Page 5 of 5

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

Sincerely,



Amy Czajkowski, PE, CCM, QSD/QSP

Debi Pavan

From: Amy Czajkowski (PARC Civil) <amyczajkowski@parccivil.com>
Sent: Wednesday, August 29, 2012 6:46 PM
To: Jason Dafforn; Debi Pavan
Subject: PARC Civil - Necessity for Worker's Compensation Insurance

Hi Debi,
I don't have full time employees and therefore, I don't need Workers Compensation Insurance.

Thanks,
Amy

Amy Czajkowski, P.E., CCM, QSD/QSP
President



PARC Civil, Incorporated

301 Mission Avenue, Suite 202
Oceanside, CA 92054
Phone 760.730.8618 ext. 1
Fax 760.730.8144
Cell 760.518.6266
www.parccivil.com

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
8/13/2012

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Cavignac & Associates 450 B Street, Suite 1800 San Diego, CA 92101-8005 License No. OA99520	CONTACT NAME: Certificate Department		
	PHONE (A/C, No, Ext): 619-234-6848	FAX (A/C, No): 619-234-8601	
E-MAIL ADDRESS: certificates@cavignac.com			
PRODUCER CUSTOMER ID #: PARCC-1			
INSURED PARC Civil, Inc. 301 Mission Avenue, #202 Oceanside, CA 92054 United States	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: TRAVELERS PROP CAS CO OF AMER		25674
	INSURER B: XL SPECIALTY INS CO		37885
	INSURER C:		
	INSURER D:		
	INSURER E:		
INSURER F:			

COVERAGES **CERTIFICATE NUMBER:** 193085 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC		X	68001887447	10/6/2011	10/6/2012	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Deductible \$ 0
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		X	BA0190T732	10/6/2011	10/6/2012	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DEDUCTIBLE \$ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						WC STATUTORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	Professional Liability			DPS9696322	10/6/2011	10/6/2012	Each Claim \$1,000,000 Aggregate \$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Re: FY 2012/2013 As-Needed Project Management Services 010.OCE.0002.01. Additional Insured coverage applies to General and Automobile Liability for City of Oceanside, its officers, agents and employees per policy form. Primary coverage applies to General and Automobile Liability per policy form. Prof. Liab. - Claims made, defense costs included within limit.

CERTIFICATE HOLDER City of Oceanside 300 North Coast Highway Oceanside, CA 92054 United States	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Dorothy Amundson
---	---

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED (ARCHITECTS, ENGINEERS AND SURVEYORS)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. The following is added to WHO IS AN INSURED (Section II):

Any person or organization that you agree in a "contract or agreement requiring insurance" to include as an additional insured on this Coverage Part, but only with respect to liability for "bodily injury", "property damage" or "personal injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- a. In the performance of your ongoing operations;
- b. In connection with premises owned by or rented to you; or
- c. In connection with "your work" and included within the "products-completed operations hazard".

Such person or organization does not qualify as an additional insured for "bodily injury", "property damage" or "personal injury" for which that person or organization has assumed liability in a contract or agreement.

The insurance provided to the additional insured is limited as follows:

- d. This insurance does not apply on any basis to any person or organization for which coverage as an additional insured specifically is added by another endorsement to this Coverage Part.
- e. This insurance does not apply to the rendering of or failure to render any "professional services".
- f. The limits of insurance afforded to the additional insured shall be the limits which you agreed in that "contract or agreement requiring insurance" to provide for that additional insured, or the limits shown in the Declarations for this Coverage Part, whichever are less. This endorsement does not increase the limits of insurance stated in the **LIMITS OF INSURANCE (Section III)** for this Coverage Part.

B. The following is added to Paragraph a. of 4. Other Insurance in COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV):

However, if you specifically agree in a "contract or agreement requiring insurance" that the insurance provided to an additional insured under this Coverage Part must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is

available to such additional insured which covers such additional insured as a named insured, and we will not share with the other insurance, provided that:

- (1) The "bodily injury" or "property damage" for which coverage is sought occurs; and
- (2) The "personal injury" for which coverage is sought arises out of an offense committed;

after you have entered into that "contract or agreement requiring insurance". But this insurance still is excess over valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the insured when the insured is an additional insured under any other insurance.

C. The following is added to Paragraph 8. Transfer Of Rights Of Recovery Against Others To Us in COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV):

We waive any rights of recovery we may have against any person or organization because of payments we make for "bodily injury", "property damage" or "personal injury" arising out of "your work" performed by you, or on your behalf, under a "contract or agreement requiring insurance" with that person or organization. We waive these rights only where you have agreed to do so as part of the "contract or agreement requiring insurance" with such person or organization entered into by you before, and in effect when, the "bodily injury" or "property damage" occurs, or the "personal injury" offense is committed.

D. The following definition is added to DEFINITIONS (Section V):

"Contract or agreement requiring insurance" means that part of any contract or agreement under which you are required to include a person or organization as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage" occurs, and the "personal injury" is caused by an offense committed:

- a. After you have entered into that contract or agreement;
- b. While that part of the contract or agreement is in effect; and
- c. Before the end of the policy period.

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United States

Web: www.travelers.com
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Fax: 860-277-7002

Assigned to Financial Strength Rating
companies that have, in our opinion, a superior ability to meet their ongoing insurance obligations.

A+ Superior

Based on A.M. Best's analysis, 058470 - Travelers Companies, Inc. is the AMB Ultimate Parent and identifies the topmost entity of the corporate structure. View a list of operating insurance entities in this structure.

Best's Credit Ratings

View all of the [related companies](#) assigned this rating as a single entity.

Best's Credit Rating Analyst

Office: A.M. Best Company
Financial Analyst: Michael W. Russo
Assistant Vice President: Michael J. Lagomarsino, CFA

Financial Strength Rating [View Definition](#)

Rating: A+ (Superior)
Financial Size Category: XV (\$2 Billion or greater)
Outlook: Stable
Action: Affirmed
Effective Date: May 10, 2012
u Denotes Under Review Best's Rating

Issuer Credit Rating [View Definition](#)

Long-Term: aa
Outlook: Stable
Action: Affirmed
Date: May 10, 2012

Reports and News

Visit Best's News and Analysis site for the latest [news and press releases](#) for this company and its A.M. Best Group.

AMB Credit Report - Insurance Professional includes Best's Financial Strength Rating and rationale along with comprehensive analytical commentary, detailed business overview and key financial data.
Report Revision Date: 8/14/2012 (represents the latest significant change).

Historical Reports are available in [AMB Credit Report - Insurance Professional Archive](#).

Best's Executive Summary Reports (Financial Overview) - available in three versions, these presentation style reports feature balance sheet, income statement, key financial performance tests including profitability, liquidity and reserve analysis.

Data Status: 2012 Best's Statement File - P/C, US Contains data compiled as of 8/11/2012 Quality Cross Checked.

• **Single Company** - five years of financial data specifically on this company.

• **Comparison**

- side-by-side financial analysis of this company with a peer group of up to five other companies you select.

• **Composite**

- evaluate this company's financials against a peer group composite. Report displays both the average and total composite of your selected peer group.

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AMB Credit Report - Business Professional - provides three years of key financial data presented with colorful charts and tables. Each report also features the latest Best's Ratings, Rating Rationale and an excerpt from our Business Review commentary.

Data Status: Contains data compiled as of 8/11/2012 Quality Cross Checked.

Financial and Analytical Products

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Company Information

TRAVELERS PROPERTY CASUALTY COMPANY OF AMERICA

**ONE TOWER SQUARE
HARTFORD, CT 06183**

Old Company Names

Effective Date

TRAVELERS INDEMNITY COMPANY OF ILLINOIS (THE) 01/12/2005

Agent For Service

KAREN HARRIS
C/O CORPORATION SERVICE COMPANY
2710 GATEWAY OAKS DRIVE, SUITE 150N
SACRAMENTO CA 95833-3505

Reference Information

NAIC #:	25674
California Company ID #	2495-0
Date Authorized in California	04/16/1982
License Status.	UNLIMITED-NORMAL
Company Type:	Property & Casualty
State of Domicile:	CONNECTICUT

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NAIC Group List

NAIC Group # 3548 Travelers Grp

Lines Of Business

The company is authorized to transact business within these lines of insurance. For an explanation of any of these terms, please refer to the glossary.

- AIRCRAFT
- AUTOMOBILE
- BOILER AND MACHINERY
- BURGLARY
- COMMON CARRIER LIABILITY
- FIRE
- LIABILITY
- MARINE
- MISCELLANEOUS

PLATE GLASS
SPRINKLER
SURETY
TEAM AND VEHICLE
WORKERS' COMPENSATION

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XL Specialty Insurance Company

A.M. Best #: 000779 NAIC #: 37886 FEIN #: 850277191

Address: Seaview House 70 Seaview Avenue
Stamford, CT 06902-6040
United States

Web: www.xlgroup.com

Phone: 203-964-5200

Fax: 203-964-0763

Based on A.M. Best's analysis, 052919 - XL Group plc is the AMB Ultimate Parent and identifies the topmost entity of the corporate structure. View a list of [operating insurance entities](#) in this structure.

Best's Credit Ratings

View all of the [related companies](#) assigned this rating as a single entity.

Financial Strength Rating	View Definition
Rating:	A (Excellent)
Financial Size Category:	XV (\$2 Billion or greater)
Outlook:	Stable
Action:	Affirmed
Effective Date:	September 21, 2011
u Denotes Under Review Best's Rating	

Issuer Credit Rating

[View Definition](#)

Long-Term:	a
Outlook:	Stable
Action:	Affirmed
Date:	September 21, 2011

[Print this page](#)

Assigned to **Financial Strength Rating** companies that have, in our opinion, an excellent ability to meet their ongoing insurance obligations.



Best's Credit Rating Analyst

Office: A.M. Best Company
Assistant Vice President: Peter Dickey
Group Vice President: John Andre

Reports and News

Visit Best's News and Analysis site for the latest [news and press releases](#) for this company and its A.M. Best Group.

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- evaluate this company's financials against a peer group composite. Report displays both the average and total composite of your selected peer group.

 **Best's Key Rating Guide Presentation Report** - includes Best's Financial Strength Rating and financial data as provided in the most current edition of Best's Key Rating Guide products. (Quality Cross Checked).

 **AMB Credit Report - Business Professional** - provides three years of key financial data presented with colorful charts and tables. Each report also features the latest Best's Ratings, Rating Rationale and an excerpt from our Business Review commentary.

Data Status: Contains data compiled as of 8/11/2012 Quality Cross Checked.

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Company Information

XL SPECIALTY INSURANCE COMPANY

**70 SEAVIEW AVENUE
STAMFORD, CT 06902
800-622-7311**

Old Company Names

Effective Date

INTERCARGO INSURANCE COMPANY	08/04/2000
INTERNATIONAL CARGO AND SURETY INSURANCE COMPANY	06/22/1994

Agent For Service

NANCY FLORES
C/O CT CORPORATION SYSTEM
818 WEST SEVENTH STREET
LOS ANGELES CA 90017

Reference Information

NAIC #:	37885
California Company ID #	3236-7
Date Authorized in California.	03/23/1990
License Status:	UNLIMITED-NORMAL
Company Type:	Property & Casualty
State of Domicile:	DELAWARE

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NAIC Group List

NAIC Group #: 1285 XL AMER GRP

Lines Of Business

The company is authorized to transact business within these lines of insurance. For an explanation of any of these terms, please refer to the glossary.

- AIRCRAFT
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TEAM AND VEHICLE
WORKERS' COMPENSATION

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NOT TRANSFERABLE

CITY OF OCEANSIDE BUSINESS LICENSE CERTIFICATE

POST IN CONSPICUOUS PLACE
AT BUSINESS LOCATION

ACCOUNT NUMBER

122426

DATE PAID

4/10/2012

RATE CODE

CT4

The Business License does not permit business otherwise prohibited. The payment of a business license fee required by the Municipal Code, and its acceptance by the city and the issuance of a business license to any person shall not entitle the holder thereof to carry on any business unless he has complied with all the requirements of said code and all other applicable laws, nor to carry on any business in any building or on any premises designated in such business license in the event such building or premises are situated in a zone, or locally in which the conduct of such business is a violation of any law. This license is issued without verification that the license is subject to or exempt from licensing by the State of California.

BUSINESS LOCATION IN OCEANSIDE

1701 BELLA LAGUNA CT

OWNER FIRM OR CORPORATION NAME

PARC CIVIL, INC

BUSINESS NAME

PARC CIVIL, INC.

ATTENTION

AMY CZAJKOWSKI

MAILING ADDRESS

301 MISSION AVE STE 202

CITY AND STATE

OCEANSIDE, CA 92054-2591

EXPIRATION DATE

03/31/2013

NON-REFUNDABLE

STAFF REPORT

DATE: September 10, 2013
TO: Utilities Commission
FROM: Cari Dale, Water Utilities Director
SUBJECT: **CHANGE ORDER NO. 2 FOR THE DIGESTER CLEANING AND REPAIR PROJECT AT THE THE SAN LUIS REY WASTEWATER TREATMENT FACILITY**

SYNOPSIS

Staff recommends that the City Council approve Change Order No. 2 in an amount not to exceed \$214,280 to Synagro-WWT, Inc., of Suisun City for the Digester Cleaning and Repair project; and authorize the City Engineer to execute the change order.

BACKGROUND

On November 30, 2011, the City Council approved an agreement with Carollo Engineers to prepare the plans and specifications for the San Luis Rey Wastewater Treatment Facility Digester Cleaning and Repair Project.

On August 29, 2012, the City Council approved the plans and specifications for the construction of the Digester Cleaning and Repair project and authorized the City Engineer to call for bids.

On November 9, 2012, no bids were received prior to the bid deadline; however one bid from Synagro-WWT, Inc. did arrive after the stipulated deadline. Section 20166 of the California Public Contracting Code states that if no bids are received, the legislative body may have the project completed without further complying with this Section of the Code. Therefore, the City contacted the only interested bidder who submitted a late bid, Synagro-WWT, Inc., of Suisun City, with a bid in the amount of \$213,500. Staff has reviewed the bid submitted by Synagro-WWT, Inc. and found that its bid, bid bond and references were in accordance with City standards. The engineer's estimate to construct the project was \$216,000.

Work began shortly after the Notice to Proceed was issued and the Contractor has successfully cleaned and legally disposed of approximately 100,000 gallons of material from Digester No. 1. The City inspected the Digester after the cleaning and determined it is structurally sound and able to be placed back in service. The Contractor was in the process of starting the mechanical improvements when the treatment plant experienced an issue with overloading in Digester No. 3.

Change Order 1 was issued on May 13, 2013, as a no cost change order to extend the contract time for ordering material and to accommodate the City's schedule to place Digester No. 1 back in service in an attempt to resolve the overloading issue in Digester No. 3 (Exhibit A). Subsequently, it has been determined by both the SLRWWTP staff and the engineer that this Digester No. 3 also needs to be cleaned in order to operate properly and efficiently. In addition, improvements to the original mechanical equipment for Digester No. 1 need to be finished.

ANALYSIS

The City discussed the additional work with Synagro-WWT and the contractor is willing to hold the Bid Item unit prices at their original bid amounts. Since the storage capacity of Digester No. 3 is approximately 50,000 gallons more than Digester No. 1, the Contractor will need to clean and dispose of 150,000 total gallons of material; this is an increase of 50% along with the lack of mechanical work resulted in a total Change Order cost similar to the original bid amount.

Digester No. 3 was scheduled for cleaning in the FY 13/14 budget as part of the Wastewater Capital Improvement Program. Change Order No. 2 is comprised of mobilization, cleaning and proper disposal of approximately 150,000 gallons of material, dewatering and odor control work associated with the required cleaning (Exhibit B).

FISCAL IMPACT

The Fiscal Year 13/14 adopted budget for the San Luis Rey Digester Rehabilitation fund (909123100722.5703.10600) has an available balance of \$275,000. The original construction contract was \$213,500 and is being paid for with carryover funds from the FY 12/13 project. Change Order No. 2 is in an amount of \$214,280; Therefore, there are sufficient funds available to complete this project.

INSURANCE REQUIREMENTS

The City's standard insurance requirements will be met.

COMMISSION OR COMMITTEE REPORT

The Water and Sewer Committee received a project update at it's meeting on September 3, 2013.

CITY ATTORNEY'S ANALYSIS

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

RECOMMENDATIONS

Staff recommends that the City Council approve Change Order No. 2 in an amount not to exceed \$214,280 to Synagro-WWT, Inc., of Suisun City for the Digester Cleaning and Repair project; and authorize the City Engineer to execute the change order.

PREPARED BY:

Jason Dafforn
Water Utilities Division Manager

- Exhibit A: Change Order No. 1
- Exhibit C: Change Order No. 2

CITY OF OCEANSIDE
CONTRACT CHANGE ORDER

PROJECT TITLE: SAN LUIS REY WATER RECLAMATION FACILITY DIGESTER NO. 1 CEFFANING AND REPAIR

CHANGE ORDER No. 1

PROJECT No. 909123100722

DATE May 15, 2013

PURCHASE ORDER # 1001664

This change order provides for:

Due to delays in the mechanical work of this contract, it is agreed by all parties to issue a non-compensatory time extension for a period of 12 weeks. The contract completion date shall be revised from July 16, 2013 to October 8, 2013 due to this change order. The contract work will resume when Synagro-WWT, Inc. (Synagro) has all materials on site and inspected. At that time a formal letter will be issued as a Notice to Proceed (NTP) for the mechanical work and Synagro will have 30 calendar days from the date of the mechanical work NTP to complete the project. The City reserves the right to determine when the revised work start date will occur within this extended 12 week period.

Cost of Change: In accordance with Section 7.21.4 (b) CHANGE IN CONTRACT PRICE of the General Provisions, this Change Order compensates (contractor) as follows:

Cost: Increase _____ Decrease _____ No Change X

Upon careful consideration of the work specified by this change order the contractor agrees to provide all equipment and labor to furnish the materials except as otherwise noted above, and will accept the prices shown above as full payment to perform the services necessary to complete the work in place.

Contract Time Adjustment:

By reason of this order the time of completion will be adjusted as follows 84 calendar days. This extends the contract duration from 120 calendar days to 204 calendar days.

Recommended by:

Jason Dafforn Project Manager
CITY OF OCEANSIDE

Contract Summary:

Initial Contract Amount	\$ <u>213,500.00</u>	(100.0%)	Account #:	<u>Carolyn Stone</u>
Council Approved CCCs	\$ _____	(0.0%)	Printed name:	<u>Carolyn Stone Vice President</u>
Council Approved Contract Amt.	\$ _____	(0.0%)		<u>Synagro-WWT, Inc.</u>
Change Order No(s).	\$ _____	(0.0%)		
This Change Order No. (2)	\$ _____	(0.0%)		
Contract Amount To Date:	\$ <u>213,500.00</u>	(0.0%)	Approved By:	

City Engineer Authority (Section 5.1.3)

City Council Action Required Yes X No N/A
Council Date

Additional Appropriation Required Yes X No

Original to: City Clerk, Contractor

Copies to: Account Payable, File

Scott O. Smith
City Engineer
CITY OF OCEANSIDE

**CITY OF OCEANSIDE
CONTRACT CHANGE ORDER**

Exhibit B

PROJECT TITLE: SAN LUIS REY WATER RECLAMATION FACILITY DIGESTER NO. 1 CLEANING AND REPAIR	CHANGE ORDER No.	<u>2</u>
	PROJECT No.	<u>909123100722</u>
	DATE	<u>August 6, 2013</u>
	PURCHASE ORDER #	<u>1001664</u>

This change order provides for:

In order to complete the mechanical repairs to digester No. 1, Digester No. 3 will need to serve as a primary during construction and shutdown. Digester No. 3 has experienced overloading issues and was scheduled for cleaning in FY 13/14. Since these treatment processes are tied together, Digester No. 3 needs to be thoroughly cleaned in order to utilize during the completion of the mechanical work for Digester No. 1. The attached exhibit is a breakdown of Change Order #2 and the costs for cleaning Digester No. 3. The Contractor has agreed to hold their unit prices provided in the original bid.

This further delays the original mechanical work and Change Order No. 1 issued a non-compensatory time extension for a period of 12 weeks. The contract completion date was revised to October 8, 2013. This completion date will need to be modified and an addition of 50 calendar days will extend the contract completion date to November 27, 2013.

Cost of Change: In accordance with Section 7.21.4 (b) CHANGE IN CONTRACT PRICE of the General Provisions, this Change Order compensates (contractor) as follows:

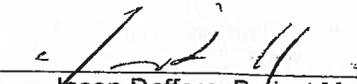
Cost: Increase **\$214,280.00** Decrease _____ No Change _____

Upon careful consideration of the work specified by this change order, the contractor agrees to provide all equipment and labor, to furnish the materials except as otherwise noted above, and will accept the prices shown above as full payment to perform the services necessary to complete the work in place.

Contract Time Adjustment:

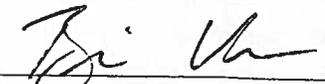
By reason of this order the time of completion will be adjusted as follows 50 calendar days.
This extends the contract duration from 204 calendar days to 254 calendar days.

Recommended by:



Jason Dafforn, Project Manager
CITY OF OCEANSIDE

Contract Summary:

Initial Contract Amount	\$ <u>213,500.00</u>	(0.0%)	Accepted: 
Council Approved CCOs	\$ <u>----</u>	(0.0%)	Printed name: <u>BRIAN VOSS</u>
Council Approved Contract Amt.:	\$ <u>----</u>	(0.0%)	<u>Synagro-WWT, Inc.</u>
Change Order No(s).	\$ <u>----</u>	(0.0%)	
This Change Order No. (2)	\$ <u>214,280.00</u>	(100.4%)	
Contract Amount To Date:	\$ <u>427,780.00</u>	(100.4%)	Approved By:

City Engineer Authority (Section 5.1.3)

City Council Action Required	<u>X</u>	<u> </u>	<u>N/A</u>
	Yes	No	Council Date
Additional Appropriation Required	<u>X</u>	<u> </u>	
	Yes	No	

Scott O. Smith, City Engineer
CITY OF OCEANSIDE

Original to: City Clerk, Contractor
Copies to: Accounts Payable, File

ATTACHMENT - BID SCHEDULE FOR SLRWWTP DIGESTER NO. 3 CLEANING PROJECT

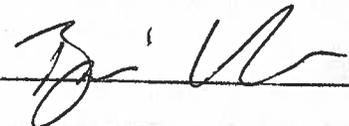
item	Description	Estimated Quantity	Unit Price	Extended Amount
1.	Bonds, Permits, Mobilization, and Demobilization	1	Lump Sum	\$59,330
2.	Digester No. 3 Dewatering and Cleaning	150,000	Gallons	\$150,000.00
3.	Additional Screening	1	Lump Sum	\$4,950.00

Total Bid Amount in Numerals: \$ 214,280.00

Total Bid Amount in Words: \$ Two hundred fouteen thousand and two hundred eighty dollars and zero cents.

Synagro WWT Inc.
Contractor

Brian Voss
By


By

1550 Phoenix Drive
Address

Beaumont, CA 92223
Address

909-289-3350
Telephone Number

STAFF REPORT

DATE: September 10, 2013

TO: Utilities Commission

FROM: Cari Dale, Water Utilities Director

SUBJECT: **RECOMMEND APPROVAL OF A PROFESSIONAL SERVICES AGREEMENT WITH INFRASTRUCTURE ENGINEERING CORPORATION FOR DESIGN OF THE SOUTH OCEANSIDE WATERLINE REPLACEMENT PROJECT**

SYNOPSIS

Staff recommends that the Utilities Commission recommend that the City Council approve a professional services agreement with IEC, of Oceanside in the amount of \$97,928 for design services for the South Oceanside Waterline Replacement Project, and authorize the City Manager to execute the agreement.

BACKGROUND

The City of Oceanside performed hydraulic modeling throughout the City and identified fire flow deficiencies in the South Oceanside Area. In order to solve this problem the City has segmented the pipelines to be upsized. City forces upsized several of these segments earlier this year. A site plan shows the location of the various segments and identifies which segments have been upsized and which segments remain. The City is proposing to design the remaining waterline segments in parallel to the existing waterlines and abandon the existing lines in place.

ANALYSIS

On July 12, 2013, a Request for Proposals (RFP) for the preparation of plans and technical specifications for construction contract documents was sent to eleven qualified professional engineering design firms that were listed on the Water & Wastewater Consultant List (Exhibit A).

On August 6, 2013, the Water Utilities Department received proposals from four of the eleven design consulting firms. Staff performed a review of the proposals for accuracy and completeness and rated the consultants based on qualifications, performance of similar type work, ability to provide services, quality of proposal, previous work performance for the City and cost. Staff has determined that IEC's proposal includes the required items as outlined in the RFP.

FISCAL IMPACT

The Fiscal Year 2013-14 adopted budget for the South Oceanside Waterline Replacement Project (908125800712) has an available balance of \$1,557,923. The Professional Services Agreement is in the amount of \$97,928; therefore, adequate funds are available for the project.

INSURANCE REQUIREMENTS

The City's standard insurance requirements will be met.

COMMISSION OR COMMITTEE REPORT

The Water and Sewer Committee received a project update at its meeting on September 3, 2013.

CITY ATTORNEY'S ANALYSIS

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

RECOMMENDATIONS

Staff recommends that the Utilities Commission recommend that the City Council approve a professional services agreement with IEC, of Oceanside in the amount of \$97,928 for design services for the South Oceanside Waterline Replacement Project, and authorize the City Manager to execute the agreement.

PREPARED BY:

Jason Dafforn
Water Utilities Division Manager

Exhibit A Consultant Mailing List

South Oceanside Waterline Replacement - 908125800712

RFP Mailing List

Company	Address	Contact	Phone
CH2M Hill	402 W. Broadway, Suite 1450, San Diego, CA 92101	Bob Pruitt	619-687-0110
Harris & Associates	750 B Street, Suite 1800, San Diego, CA 92101	Byron Toby, Jr.	619-236-1778
Nolte	15070 Avenue of Science, Suite 100, San Diego, CA 92128-3412	Jonathan G. Smith, P.E.	858-385-0500
Richard Brady & Associates	3710 Ruffin Road, San Diego, CA 92123	Richard Brady	858-496-0500
Dudek & Associates, Inc.	605 Third Street, Encinitas, CA 92024	Patty Post	760-942-5147
Infrastructure Engineering Corporation	301 Mission Avenue, Suite 202, Oceanside, CA 92054	Preston Lewis	760-529-0795
Cornerstone Engineering, Inc.	717 Pier View way, Oceanside, CA 92054-2801	Mike Boraks	760-722-3495
Carollo Engineers	615 South Tremont Street, Oceanside, CA 92054	Jeff Thornbury	760-637-2700
Tetra Tech ASL, Inc.	2141 El Camino Real, Suite J, Oceanside, CA 92054	Howard Arnold	760-754-0550
NV5	1029 Gallery Drive, Oceanside, CA 92057	Julian Palacios	760-476-9193
RMC Water and Environment	603 Seagaze Drive, #125, Oceanside, CA 92054	Scott Goldman, P.E., BCEE	949-420-5314