



DATE: October 16, 2013

TO: Honorable Mayor and City Councilmembers

FROM: Public Works Department – Harbor and Beaches

SUBJECT: **PROFESSIONAL SERVICES AGREEMENT WITH JOHN S. MEEK COMPANY, INC. FOR STEEL BRACE REPLACEMENT ON THE OCEANSIDE MUNICIPAL PIER**

SYNOPSIS

Staff recommends that the City Council approve a professional services agreement with John S. Meek Company, Inc. of Gardena in the amount not to exceed \$100,000 to replace twenty-nine steel pipe braces on the Oceanside Municipal Pier, and authorize the City Manager to execute the agreement.

BACKGROUND

The current Oceanside Municipal Pier was built in the mid-1980s using wood pilings, steel pipe braces and a wood deck. The steel pipe braces have outlived their useful service life and are replaced in an ongoing maintenance program. To date, 631 of the original 2000 braces have been replaced.

ANALYSIS

In August 2013 the Harbor and Beaches Division solicited bids to replace 29 steel pipe braces from three qualified marine contractors. The John S. Meek Company was chosen because of their cost. When completed, 660 of the original 2000 braces will have been replaced. This is an ongoing program in which the bracing between the pilings is replaced every year. The bracing project will not be completed in the foreseeable future.

The City Council has approved an additional \$90,000 for pier wood deck replacement for FY 2013-14. That is a separate project that will complete the decking replacement project and is scheduled for October 2013.

FISCAL IMPACT

The total cost of the work will not exceed \$100,000. To fund the \$100,000 project being appropriated under 907131700581.5305, \$80,000 of available FY 2013-14 budget will be transferred from the Pier Deferred Maintenance Account 425421581.5305 to the Pier Brace Replacement Project Account 907131700581.5305 and \$20,000 of the available Fund 581 GF Community Facilities CIP fund balance under the 581.3020.0187 assigned - Pier Maint account will be used, which has an available balance of \$65,000.

INSURANCE REQUIREMENTS

The City's standard insurance requirements will be met.

COMMISSION OR COMMITTEE REPORT

Does not apply.

CITY ATTORNEY'S ANALYSIS

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

RECOMMENDATION

Staff recommends that the City Council approve a professional services agreement with John S. Meek Company, Inc. of Gardena in the amount not to exceed \$100,000 to replace twenty-nine steel pipe braces on the Oceanside Municipal Pier, and authorize the City Manager to execute the agreement.

PREPARED BY:

J.F. Quan

Frank Quan
Harbor and Beaches Coordinator

SUBMITTED BY:

Peter A. Weiss

Peter A. Weiss
City Manager

REVIEWED BY:

Michelle Skaggs Lawrence, Deputy City Manager

MSL

H. Kiel Koger, Public Works Division Manager

H. Koger

Michael Blazenski, Interim Financial Services Director

MB

- Attachment A: Request for Quotation & Quotes
- Attachment B: Professional Contractor Services Agreement
- Attachment C: Pier Brace Specifications

ATTACHMENT A

The City of Oceanside Public Works Department, Harbor and Beaches Division is requesting price quotes from qualified firms for:

PIER BRACE REPLACEMENT 2013-14

The City of Oceanside owns a 1600 LF fishing pier. Some of the support bracing under the decking is in need of replacement.

Please send cost estimate in the following format:

Per brace replacement cost

1. This contract will not exceed \$100,000.
2. The bracing to be replaced begins in Bent #61 and continues eastward.
3. The CONTRACTOR will provide the necessary braces, hardware and work platform.
4. The work shall be completed in 45 working days following the issue of Notice to Proceed unless the City agrees to an extension.
5. The contractor shall obtain a no fee construction certificate.
6. The contractor shall obtain a city of Oceanside business license.
7. The contractor shall obtain proof of workman's compensation and certificate of insurance with the City named as additionally insured.
8. The contractor shall obtain performance and payment bonds.
9. The steel pipe brace specification is contained in the attached file, **12-16-08 Pipe Bracing Specification**.

If you have any questions, please contact Frank Quan at the number below. Please return quotes no later than September 1, 2013 at 5:00 p.m. Quotations can be mailed, faxed or emailed to:

Frank Quan
1540 Harbor Drive North
Oceanside, CA 92054

Telephone: (760) 435-4032
Fax: (760) 757-1726
Email: FQuan@ci.oceanside.ca.us

CITY OF OCEANSIDE

PROFESSIONAL CONTRACTOR SERVICES AGREEMENT**PROJECT: OCEANSIDE MUNICIPAL PIER BRACE REPLACEMENT 2013-14**

THIS AGREEMENT, dated September 4, 2013 for identification purposes, is made and entered into by and between the CITY OF OCEANSIDE, a municipal corporation, hereinafter designated as "CITY", and John S. Meek Company, Inc., hereinafter designated as "CONTRACTOR."

NOW THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. **SCOPE OF WORK.** The project is more particularly described as follows:
Replace twenty-nine (29) steel pipe braces on the Oceanside Municipal Pier as described in Attachment A – Pier Brace Replacement 2013-14 and Attachment B – Pier Bracing Specification.
2. **INDEPENDENT CONTRACTOR.** CONTRACTOR'S relationship to the CITY shall be that of an independent contractor. CONTRACTOR 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. CONTRACTOR shall be solely responsible for the performance of any of its employees, agents, or subcontractors under this Agreement. CONTRACTOR 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 CONTRACTOR hereby certifies that the CONTRACTOR 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 CONTRACTOR will comply with such provisions, and provide certification of such compliance as a part of this Agreement.
4. **LIABILITY INSURANCE.**
 - 4.1. CONTRACTOR shall, throughout the duration of this Agreement maintain comprehensive general liability and property damage insurance, or commercial general liability insurance, covering all operations of CONTRACTOR, its agents and employees, performed in connection with this Agreement including but not limited to premises and automobile.

OCEANSIDE MUNICIPAL PIER BRACE REPLACEMENT 2013-14

4.2 CONTRACTOR shall maintain liability insurance in the following minimum limits:

Comprehensive General Liability Insurance
(bodily injury and property damage)

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

Commercial General Liability Insurance
(bodily injury and property damage)

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

<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 CONTRACTOR 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 CONTRACTOR to restore the required limits. The CONTRACTOR shall also notify the CITY promptly of all losses or claims over \$25,000 resulting from work performed under this contract, or any loss or claim against the CONTRACTOR resulting from any of the CONTRACTOR'S work.
- 4.4 All insurance companies affording coverage to the CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR shall provide thirty (30) days written notice to the CITY should

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any policy required by this Agreement 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 CONTRACTOR 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.
- 4.8 CONTRACTOR shall provide a substitute Certificate of Insurance no later than thirty (30) days prior to the policy expiration date. Failure by the CONTRACTOR to provide such a substitution and extend the policy expiration date shall be considered a default by CONTRACTOR and may subject the CONTRACTOR to a suspension or termination of work under the Agreement.
- 4.9 Maintenance of insurance by the CONTRACTOR as specified in this Agreement shall in no way be interpreted as relieving the CONTRACTOR of any responsibility whatsoever and the CONTRACTOR may carry, at its own expense, such additional insurance as it deems necessary.
5. **CONTRACT BONDS (for contracts exceeding \$25,000).** If the total contract price specified in Section 8 of this Agreement exceeds \$25,000, or if any amendment to this Agreement causes the total contract price to exceed \$25,000, before entering upon the performance of work, CONTRACTOR shall provide two good and sufficient bonds in the amounts listed below:
 - **Performance Bond** in a sum not less than one hundred percent (100%) of the total contract price, to guarantee faithful and timely performance of all work, in a manner satisfactory to the CITY, and further to guarantee that all materials and workmanship will be free from original or developed defects
 - **Payment Bond** that meets the requirements of California Civil Code section 9554, in a sum not less than one hundred percent (100%) of the total contract price, to satisfy claims of material suppliers, mechanics and laborers employed by CONTRACTOR on the work that is the subject of this Agreement
6. **CONTRACTOR'S INDEMNIFICATION OF CITY.** To the greatest extent allowed by law, CONTRACTOR 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 CONTRACTOR, 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. CONTRACTOR'S indemnification

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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, CONTRACTOR 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 CONTRACTOR.

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

7. **OWNERSHIP OF DOCUMENTS.** All plans and specifications, including details, computations and other documents, prepared or provided by the CONTRACTOR under this Agreement shall be the property of the CITY. The CITY agrees to hold the CONTRACTOR 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 CONTRACTOR. CONTRACTOR may retain a copy of all material produced under this Agreement for the purpose of documenting CONTRACTORs participation in this project.
8. **COMPENSATION.** CONTRACTOR'S compensation for all work performed in accordance with this Agreement, shall not exceed the total contract price of \$99,905.

No work shall be performed by CONTRACTOR in excess of the total contract price without prior written approval of the CITY. CONTRACTOR shall obtain approval by the CITY prior to performing any work that results in incidental expenses to CITY.
9. **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 CITY within [number of working or calendar days] [project manager may insert a phased timing requirement instead of time certain, if desired].
10. **ENTIRE AGREEMENT.** This Agreement comprises the entire integrated understanding between CITY and CONTRACTOR concerning the work to be performed for this project and supersedes all prior negotiations, representations, or agreements.
11. **INTERPRETATION OF THE AGREEMENT.** The interpretation, validity and enforcement of the Agreement shall be governed by and construed under the laws of the State of California. The Agreement does not limit any other rights or remedies

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available to CITY.

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

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

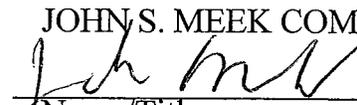
12. **AGREEMENT MODIFICATION.** This Agreement may not be modified orally or in any manner other than by an agreement in writing signed by the parties hereto.
13. **TERMINATION OF AGREEMENT.** Upon five (5) days' written notice to the CONTRACTOR, the CITY may, without cause and without prejudice to any other of the CITY's rights or remedies, terminate this Agreement. Upon the service of a notice of termination, the CONTRACTOR shall discontinue the work in the manner, sequence, and at such times as directed by the CITY's project manager. The CONTRACTOR shall remain responsible for the quality and fitness of the work performed by the CONTRACTOR before termination of the Agreement. All requirements of the Agreement pertaining to work completed or to be completed as of the time of termination shall survive the termination, including without limitation all indemnities, warranties, requirements for preparation of record drawings and completion of any "punch list" items directed by the CITY's project manager.

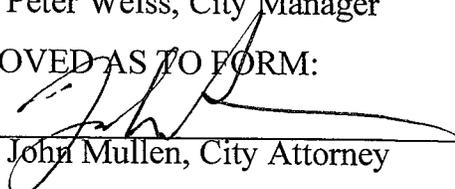
If any portion of the work is terminated or abandoned by the CITY, then the CITY shall pay CONTRACTOR for any work completed up to and including the date of termination or abandonment of this Agreement. The CITY shall be required to compensate CONTRACTOR only for work performed in accordance with the Agreement up to and including the date of termination. Notwithstanding the foregoing, the CONTRACTOR shall not be entitled to recover any loss of anticipated profit or revenue or other economic loss arising out of or resulting from the termination, including without limitation any claim for anticipated profits on the work not performed or lost business opportunity.

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14. **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 CONTRACTOR 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 Contractor Services Agreement to be executed by setting hereunto their signatures on the dates set forth below.

JOHN S. MEEK COMPANY, INC.
By:  President
Name/Title
By:  Secretary
Name/Title
33-0664950
Employer ID No.

CITY OF OCEANSIDE
By: _____
Peter Weiss, City Manager
APPROVED AS TO FORM:

John Mullen, City Attorney

NOTARY ACKNOWLEDGMENTS OF CONTRACTOR MUST BE ATTACHED.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT
CIVIL CODE § 1189

State of California

County of Los Angeles }

On September 19, 2013 before me, Anna Lisa Paila Notary Public
Date Here Insert Name and Title of the Officer

personally appeared John A. Meek
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Place Notary Seal Above

Signature: [Signature]
Signature of Notary Public

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Professional Contractor Services Agreement Document Date: Sept. 4, 2013

Number of Pages: 6 Signer(s) Other Than Named Above: —

Capacity(ies) Claimed by Signer(s)

Signer's Name: John A. Meek
 Corporate Officer — Title(s): President
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____

Signer's Name: John A. Meek
 Corporate Officer — Title(s): Secretary
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____

Signer Is Representing: _____

Signer Is Representing: _____

NOBLE CONSULTANTS, INC.

City of Oceanside Municipal Fishing Pier
Replacement of Steel Pipe Bracing
December 16, 2008
Page 1 of 3

City of Oceanside Municipal Fishing Pier
Replacement of Steel Pipe Bracing

Work to include:

1. Remove and replace all steel pipe bracing, both horizontal and diagonal, from Bent No.1 (landward end of pier) through Bent No.89 (seaward end of pier) except for 23 recently replaced horizontal and diagonal bracings facing within the north-east corner of pier head (Bents 84,85 & 86 through first 5 northerly piles of each bent). Replacement shall start at Bent No. 89 and proceed towards Bent No. 1.
2. Use existing Pier Plans dated 2-17-86 from Sheet S-2 through Sheet S-16A for dimensions and connection details, except all existing 3-inch diameter Standard Weight Pipe (longitudinal bracing across bents) is to be replaced with 3-inch diameter Double-Extra Strong Pipe, and all existing 4-inch diameter Standard Weight Pipe (lateral bracing between bents) is to be replaced with 4-inch diameter Double-Extra Strong Pipe.
3. Revise steel pipe bracing splice Details 28 and 29 of Sheet S-15 to use 4-inch diameter Extra Strong Pipe splice on outer sides of 3-inch diameter Double-Extra Strong Pipe bracing for Detail 28, and 5-inch diameter Extra Strong Pipe splice on outer sides of 4-inch diameter Double-Extra Strong Pipe bracing for Detail 29 and substitute the pipe splice spacing dimensions shown in Detail 28 for Detail 29. Also use 7/16-inch fillet welds instead of 1/4-inch fillet welds for both of these pipe splice details.
4. Revise typical pipe end cap detail shown in Details 28, 29 and 30 on Sheet S-15 to use 3/8-inch plate with 5/16-inch fillet weld instead of 1/4-inch plate with 1/8-inch fillet weld. Also in Detail 30 use 5/16-inch fillet weld instead of 3/16-inch fillet weld for bolt sleeve weld. The contractor's shop drawing submittal needs to bevel the pipe to accommodate the specified weld of the bolt sleeve pipe to the pier bracing pipe in order that all pier pipe bracing will fit within the pipe brackets and other attachment points shown on the drawings.
5. Replace all steel pipes bracing connecting hardware (bolts, nuts, washers) for replaced bracing per the existing plans.
6. Remove and recondition all galvanized lower connection brackets for horizontal and diagonal steel pipe bracing for those brackets which show no delamination

and have minimum corrosion. Reconditioning shall be done by cleaning with a steel brush until a clean condition is obtained free of loose rust scale and salt in accordance with SSPC SP 2, SP 3 or SP 12. Then apply new protective paint coating per these specifications and replace connection brackets. There are numerous connecting brackets that have undergone severe corrosion and in some cases delamination which will require replacement per the existing plans. Severe corrosion is defined as the loss of plate thickness of more than 1/16 inch after cleaning. A majority of these brackets are located shoreward of Pile Bent No.46 in the high wave splash zone.

7. Replace bottom steel brackets, bottom supports and any other deteriorated hardware for sump pump (SP-1) near pile bent number 36, and for sewage ejector (SE-2) near pile bent number 47.
8. Steel brush clean per SSPC SP 2, SP 3 or SP 12 and apply protective paint coating per these specifications to the underneath sides of the two wide flange W14x68 steel beams located underneath the restaurant on the pier head where the paint coating has been damaged.
9. Steel brush clean per SSPC SP 2, SP 3 or SP 12 and apply protective paint coating per these specifications for all remaining malleable washers and existing bolts which are part of the lower pipe bracing and connection bracket assemblies which show signs of corrosion.
10. Steel brush clean per SSPC SP 2, SP 3 or SP 12 and apply protective paint coating per these specifications to the exposed portions (below the pile caps) of all stringer bolts and malleable washers that connect the longitudinal stringers to the pile caps.
11. Repair pier pile wraps on pier's south side at pile bent numbers 27 and 28, and on pier's north side at pile bent numbers 1, 2 and 3, and any others that require repairing per the original specifications.
12. Structural Steel and Metal Fabrication Specifications shall be Section 05500 of original Bid Documents dated February 3, 1986, except for the following changes:
 - a. Part 2.1: Materials, B: Steel Pipes shall be Double-Extra Strong except for Item #3 above where outer splice sleeves shall be Extra Strong conforming to ASTM A-53, type E or S, Grade B.

- b. Part 2.3: Shop Paint, A: Surface Preparation: Surface preparation of steel pipe shall be in accordance with SSPC SP 6 or better to achieve a 3 mil minimum blast profile.
- c. Part 2.3: Shop Paint, B: Primer and C: Top Coat; replace with: Use Carboguard 1209, a glass flake filled epoxy, as manufactured by Carboline Co, St. Louis, MO for all replaced steel pipe bracing with a dry film thickness of 35 to 40 mils in accordance with manufacturer's instruction (Carboline product data sheet). Multiple coats may be necessary in order to achieve the specified thickness. Leave 5 inches blasted and uncoated at each end of the 3- and 4-inch diameter double-extra strong horizontal and diagonal pipe, and leave 1 inch blasted and uncoated at each end of the 4- and 5-inch diameter extra strong sleeve pipe by wrapping these uncoated ends to prevent rust contamination prior to field installation.
- d. Part 3.2: Repair Coating, A: Field Painting of Steel Pipe Sleeve Connections: Dress welds and stripe with Carboline 1209 thinned to approximately 20%. Solvent clean exposed surfaces and apply Carboline Carboguard with a dry film thickness of 35 to 40 mils in accordance with manufacturer's instruction (Carboline product data sheet). The edge of the Carboline 1209 transition from the shop coating to the wrapped steel pipe ends should be a butt edge. When the bare ends are to be field coated, apply the required thickness of Carboline 1209 to the uncoated steel pipe and overlap the Carboline 1209 on the previously applied Carboline 1209 by 2 to 3 inches. The previously applied coating to receive the overlap should have a surface profile of 3 mils before coating.
- e. Part 3.2: Repair Coating, B: Field Painting of Existing Pier Steel Hardware (wide flange beams, pipe brackets, bolts, washers, etc.) Requiring Reconditioning: Prepare surface by steel brushing to remove loose rust scale and other contaminants such as salt to produce clean, paintable surface in accordance with SSPC SP 2, SP 3 or SP 12. Apply 2 coats of Carboline Carbomastic 15 or Carbomastic FC with a dry film thickness of 5 to 6 mils in accordance with manufacturer's instruction (Carboline product data sheet).