

STAFF REPORT



ITEM NO. 8 CITY OF OCEANSIDE

DATE: October 16, 2013
TO: Honorable Mayor and City Councilmembers
FROM: Water Utilities Department
SUBJECT: **PROFESSIONAL SERVICES AGREEMENT WITH INFRASTRUCTURE ENGINEERING CORPORATION FOR DESIGN OF THE SOUTH OCEANSIDE WATERLINE REPLACEMENT PROJECT**

SYNOPSIS

Staff recommends that the City Council approve a professional services agreement with Infrastructure Engineering Corporation 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 hydraulic deficiencies in the South Oceanside Area. City forces upsized several of these segments earlier this year. A site plan is attached as Exhibit B and shows completed as well as proposed work.

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 C).

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 Infrastructure Engineering Corporation's proposal best met the criteria and includes the required items as outlined in the RFP (Exhibit D). It is anticipated that the construction project will bid in the spring and start in the summer of 2014.

FISCAL IMPACT

The Fiscal Year 2013-14 adopted budget for the South Oceanside Waterline Replacement Project (908125800712.5703.10600) has an available balance of \$260,028. 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 Utilities Commission approved staff's recommendation at its regularly scheduled meeting on September 17, 2013.

CITY ATTORNEY'S ANALYSIS

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

RECOMMENDATIONS

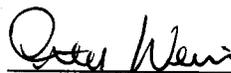
Staff recommends that the City Council approve a professional services agreement with Infrastructure Engineering Corporation of Oceanside in the amount of \$97,928 for design services for the South Oceanside Waterline Replacement Project; and authorize the City Manager to execute the agreement.

PREPARED BY:



Jason Dafforn
Water Utilities Division Manager

SUBMITTED BY:



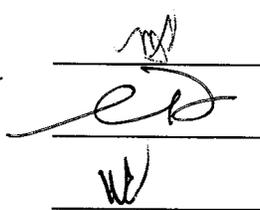
Peter Weiss
City Manager

REVIEWED BY:

Michelle Skaggs Lawrence, Deputy City Manager

Cari Dale, Water Utilities Director

Michael Blazenski, Interim Financial Services Director



- Exhibit A Professional Services Agreement
- Exhibit B Project Location Map
- Exhibit C Consultant Mailing List
- Exhibit D Consultant Rating Form

CITY OF OCEANSIDE

PROFESSIONAL SERVICES AGREEMENT

**PROJECT: SOUTH OCEANSIDE WATERLINE REPLACEMENT PROJECT -
908125800712**

THIS AGREEMENT, dated _____, 2013, for identification purposes, is made and entered into by and between the CITY OF OCEANSIDE, a municipal corporation, hereinafter designated as "CITY", and INFRASTRUCTURE ENGINEERING CORPORATION (IEC), hereinafter designated as "CONSULTANT."

NOW THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. **SCOPE OF WORK.** The CONSULTANT desires to provide design services for the South Oceanside Waterline Replacement Project as more particularly described in the CONSULTANT'S proposal dated August 6, 2013, attached hereto and incorporated herein as Exhibit A.
2. **INDEPENDENT CONTRACTOR.** CONSULTANT'S relationship to the CITY shall be that of an independent contractor. CONSULTANT shall have no authority, express or implied, to act on behalf of the CITY as an agent, or to bind the CITY to any obligation whatsoever, unless specifically authorized in writing by the City Engineer. The CONSULTANT shall not be authorized to communicate directly with, nor in any way direct the actions of, any bidder or the construction contractor for this project without the prior written authorization by the City Engineer. CONSULTANT shall be solely responsible for the performance of any of its employees, agents, or subcontractors under this Agreement. CONSULTANT shall report to the CITY any and all employees, agents, and consultants performing work in connection with this project, and all shall be subject to the approval of the CITY.
3. **WORKERS' COMPENSATION.** Pursuant to Labor Code section 1861, the CONSULTANT hereby certifies that the CONSULTANT is aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and the CONSULTANT will comply with such provisions, and provide certification of such compliance as a part of this Agreement.

**SOUTH OCEANSIDE WATERLINE REPLACEMENT PROJECT
- 908125800712**

4. LIABILITY INSURANCE.

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

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

Comprehensive General Liability Insurance
(bodily injury and property damage)

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

Commercial General Liability Insurance
(bodily injury and property damage)

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

<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.

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

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

SOUTH OCEANSIDE WATERLINE REPLACEMENT PROJECT
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coverage provided to the City as additional insured shall be primary insurance and other insurance maintained by the City of Oceanside, its officers, agents, and employees shall be excess only and not contributing with insurance provided pursuant to this Section.

- 4.5 All insurance companies affording coverage to the CONSULTANT pursuant to this agreement shall be insurance organizations admitted by the Insurance Commissioner of the State of California to transact business of insurance in the state or be rated as A-X or higher by A.M. Best.
- 4.6 CONSULTANT shall provide thirty (30) days written notice to the CITY should 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 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.
- 4.8 CONSULTANT shall provide a substitute Certificate of Insurance no later than thirty (30) days prior to the policy expiration date. Failure by the CONSULTANT to provide such a substitution and extend the policy expiration date shall be considered a default by CONSULTANT and may subject the CONSULTANT to a suspension or termination of work under the Agreement.
- 4.9 Maintenance of insurance by the CONSULTANT as specified in this Agreement shall in no way be interpreted as relieving the CONSULTANT of any responsibility whatsoever and the CONSULTANT may carry, at its own expense, such additional insurance as it deems necessary.
5. **PROFESSIONAL ERRORS AND OMISSIONS INSURANCE.** Throughout the duration of this Agreement and four (4) years thereafter, the CONSULTANT shall maintain professional errors and omissions insurance for work performed in connection with this Agreement in the minimum amount of One Million Dollars (\$1,000,000.00).

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

6. **CONSULTANT'S INDEMNIFICATION OF CITY.** 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 or arising from the conduct, tortious acts or omissions of the CONSULTANT.

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

7. **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.
8. **COMPENSATION.** CONSULTANT'S compensation for all work performed in accordance with this Agreement, shall not exceed the total contract price of \$97,928.

No work shall be performed by CONSULTANT in excess of the total contract price without prior written approval of the City. CONSULTANT shall obtain approval by the City prior to performing any work 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 180 calendar from the notice to proceed.

SOUTH OCEANSIDE WATERLINE REPLACEMENT PROJECT
- 908125800712

10. **ENTIRE AGREEMENT.** This Agreement comprises the entire integrated understanding between CITY and CONSULTANT concerning the work to be performed for this project and supersedes all prior negotiations, representations, or agreements.
11. **INTERPRETATION OF THE AGREEMENT.** The interpretation, validity and enforcement of the Agreement shall be governed by and construed under the laws of the State of California. The Agreement does not limit any other rights or remedies available to CITY.

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

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

12. **AGREEMENT MODIFICATION.** This Agreement may not be modified orally or in any manner other than by an agreement in writing signed by the parties hereto.
13. **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. 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.

SOUTH OCEANSIDE WATERLINE REPLACEMENT PROJECT
- 908125800712

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 CONSULTANT and the CITY.

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

INFRASTRUCTURE ENGINEERING CORP.

CITY OF OCEANSIDE

By: *Justin Lee* / PRESIDENT
Name/Title

By: _____
Peter Weiss, City Manager

Date: 9/11/13

Date: _____

By: *Robert S. Weber*
Name/Title *ROBERT S. WEBER CFO*

APPROVED AS TO FORM:

Date: 9/10/13

Robert J. Hamilton, ASSISTANT
City Attorney

01-061-7154
Employer ID No.

NOTARY ACKNOWLEDGMENTS OF CONSULTANT MUST BE ATTACHED.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of SAN DIEGO }

On SEPT. 11, 2013 before me, NANCY M. CARLISLE, NOTARY PUBLIC
Date Here Insert Name and Title of the Officer

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

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

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

WITNESS my hand and official seal.

Signature Nancy M. Carlisle
Signature of Notary Public



Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

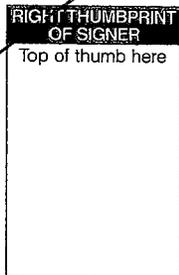
Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

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

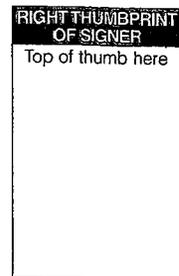
Signer Is Representing: _____



Signer's Name: _____

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

Signer Is Representing: _____



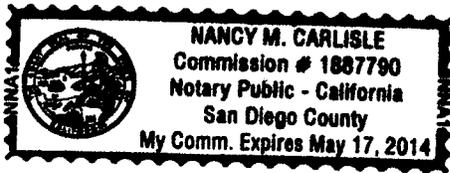
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of SAN DIEGO

On SEPT. 11, 2013 before me, NANCY M. CARLISLE, NOTARY PUBLIC

personally appeared ROBERT S. WEBER



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

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Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

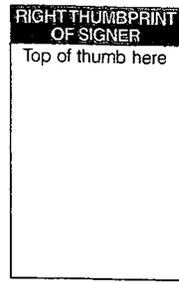
- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



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: _____



August 6, 2013

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

**Subject: Proposal for South Oceanside Waterline Replacement Project
[908125800712]**

Dear Mr. Dafforn:

Infrastructure Engineering Corporation (IEC) is pleased to submit our proposal for the City of Oceanside's South Oceanside Waterline Replacement Project. We are pipeline replacement design experts with the knowledge and resources to quickly and efficiently execute this design project for the City so these critical distribution mains can be replaced. Our approach will provide the City with a detailed set of plans and specifications to enable this project to get into construction in early 2014. We will work in partnership with City staff to develop a construction sequence that minimizes impacts to residents but also allows the construction contractor to perform the work as quickly as possible. We also will assess whether the existing 643 linear feet of water pipeline that is currently located in a difficult to access alley can be relocated to the street right of way thereby simplifying future operation and maintenance of the system in this area.

The project will be led by Mr. Aric Gnesa, PE who is very familiar with the City, having successfully completed many past City projects including the 511 pump station and several pipeline projects. Mr. Gnesa has recent, direct, and relevant knowledge of City design standards and preferences and will lead our project team and be the primary point of contact with the City. Aric will be supported by a full complement of experienced IEC staff members along with Taylor Group, Inc., a local, City of Oceanside geotechnical consultant. Working together, this team has the capability to execute the work so construction can begin as rapidly as possible.

With extensive experience on this type of project we are uniquely qualified to work with the City. We look forward to your consideration of our proposal and the opportunity to discuss our approach and qualifications for this important project.

Sincerely,

Aric M. Gnesa, PE
Project Manager

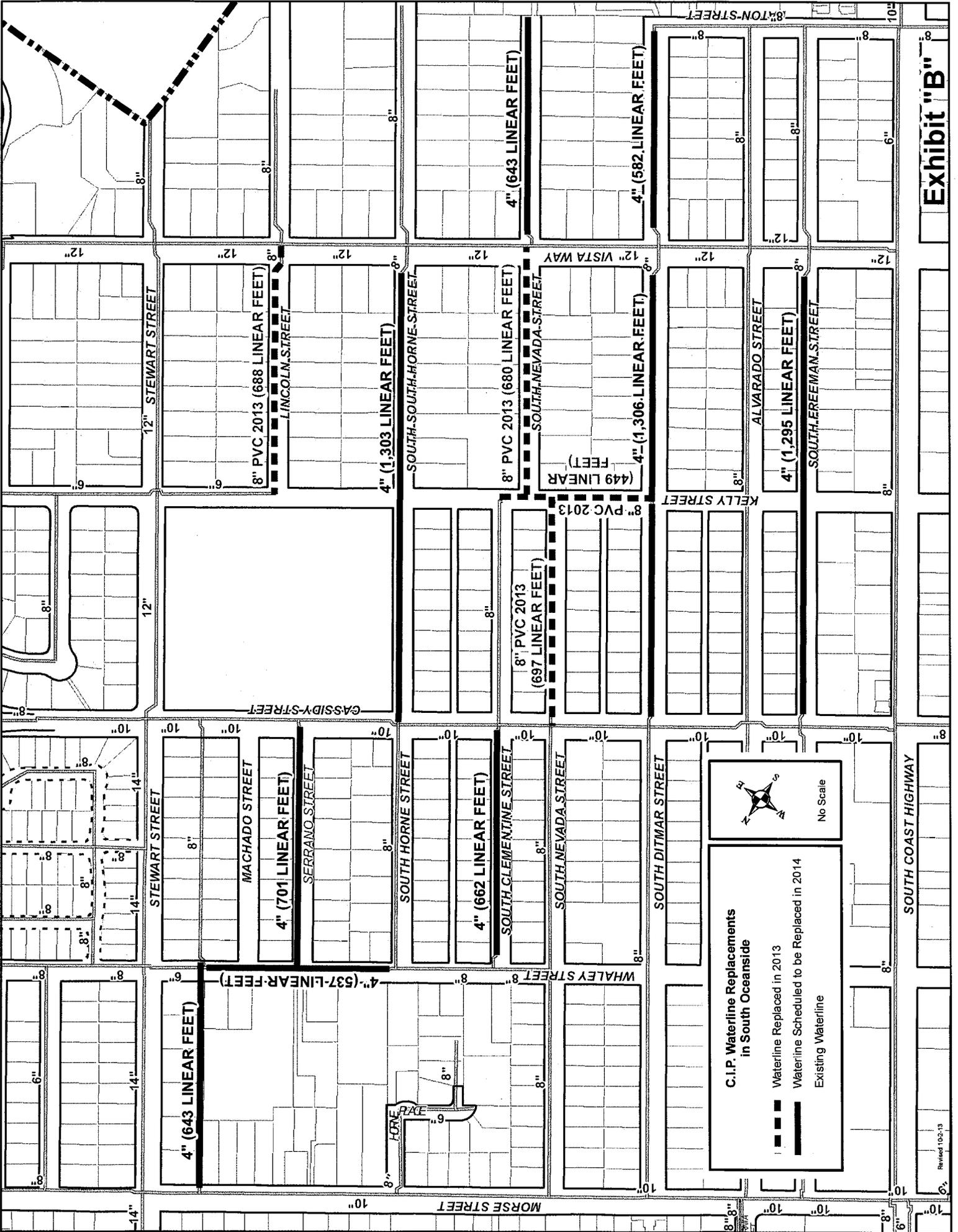
Robert S. Weber, PE
Principal-in-Charge

Infrastructure Engineering Corporation
 FEE SUMMARY
 City of Oceanside
 SOUTH OCEANSIDE WATERLINE REPLACEMENT PROJECT
 [908125800712]

Task/ Subtask Number	Task/subtask Description	Classification			Project			Office-Survey		Subtask Labor-Hours	Subtask Labor Cost	Direct Cost	Subcontract	Total Cost
		Rate	Principal	Manager	Engineer II	Surveyor	Field Crew	Mapping/Drafting	Word Processor					
TASK 1	PROJECT MANAGEMENT AND ADMINISTRATION													
1.1	Management and Administration		2	8	16					30	\$4,240	\$0	\$0	\$7,350
1.2	Progress Meetings		2	8	8					18	\$2,860	\$250	\$0	\$4,240
TASK 2	BASE DRAWINGS													\$3,110
2.1	Data Collection & Review		2	4	40					46	\$5,490	\$100	\$0	\$34,890
2.2	Design Survey				56	6	48	20		130	\$17,980	\$1,690	\$3,300	\$5,590
2.3	Prepare Base Drawings		2	8	40					54	\$6,330	\$0	\$0	\$22,970
TASK 3	50% LEVEL CONSTRUCTION DESIGN DRAWINGS AND GEOTECHNICAL REPORT													\$6,330
3.1	Geotechnical Report		2	2	2					4	\$620	\$0	\$7,508	\$26,608
3.2	Prepare 50% Design Drawings		4	16	32	80				144	\$17,980	\$500	\$0	\$8,128
TASK 4	90% LEVEL CONSTRUCTION DESIGN DRAWINGS AND SPECIFICATIONS													\$18,480
			2	16	16	64				102	\$13,000	\$500	\$0	\$13,500
TASK 5	100% LEVEL CONSTRUCTION DESIGN DRAWINGS AND SPECIFICATIONS													\$8,230
			2	4	8	48				66	\$7,980	\$250	\$0	\$8,230
TASK 6	MYLARS AND SPECIFICATIONS													\$4,390
			1	2	4	24				35	\$4,140	\$250	\$0	\$4,390
TASK 7	AS-BUILT CONSTRUCTION DRAWINGS													\$2,960
			2	2	2	16				24	\$2,760	\$200	\$0	\$2,960
	Task Subtotal - Hours		13	62	100	368	6	48	20	653				
	Task Subtotal - Costs		\$2,470	\$10,850	\$13,500	\$42,320	\$780	\$8,160	\$2,600		\$83,380	\$3,740	\$10,808	\$97,928
TOTAL NOT TO EXCEED FEE: \$97,928														

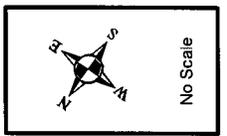
TASK 8 (OPTIONAL)	CONSTRUCTION PHASE SERVICES		2	16	32					66	\$8,700	\$250	\$0	\$8,950
TOTAL NOT TO EXCEED FEE with OPTIONAL TASKS: \$106,878														

Exhibit A



C.I.P. Waterline Replacements in South Oceanside

- Waterline Replaced in 2013
- Waterline Scheduled to be Replaced in 2014
- Existing Waterline



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

CONSULTANT PROPOSAL - RATING FORM

NAME OF FIRM: A) IEC; B) Brady; C) Dudek; D) NV5 DATE: 8/27/2013
 PROJECT: South Oceanside Waterline Replacement Design PROJECT NO.: 908125800712

ITEM	POINTS	CONSULTANT'S RATING				
		A	B	C	D	E
I. QUALIFICATIONS OF FIRM AND MEMBERS.						
A. Specialized expertise of members	15	15	15	15	15	15
B. Adequacy of staff and resources.	15	15	15	14	15	15
II. PERFORMANCE OF WORK SIMILAR IN CHARACTER.						
A. Comparable work (local area preferred).	10	8	6	6	6	6
B. Proposal submitted by Oceanside firm.	6	6	0	0	0	0
C. Proposal included an Oceanside firm as part of a consulting team.	4	4	4	4	4	0
D. Additional points based on abilities, qualifications, and commitment of Oceanside firm.	5	5	3	3	3	0
III. ABILITY TO PROVIDE SERVICES.						
A. Ability to complete job on time.	10	10	8	8	8	8
IV. QUALITY OF PROPOSAL.						
A. Satisfactorily address all objectives.	10	10	10	10	10	10
B. Provide additional amplifying information.	5	2	0	5	5	5
C. Presentation, clarity, neatness.	5	5	3	4	3	3
V. WORK PERFORMANCE FOR THE CITY.						
A. No work in past 12 months.	10	0	0	0	0	0
B. Work in past 12 months - deductions based on Contract amount.		2	6	4	6	6
VI. PRICE.						
A. Overall cost.	10	10	7	9	8	8
TOTALS:	105	92	77	82	76	

RANKING:

- 1 IEC _____
- 2 Dudek _____
- 3 Brady _____
- 4 NV5 _____
- 5 _____
- 6 _____

RATED BY:

Jason Dafforn Water Utilities Division
 Name/Title: Manager
 Name/Title: _____
 Name/Title: _____
 Name/Title: _____
 Date: _____