



DATE: December 17, 2014
TO: Honorable Mayor and City Councilmembers
FROM: Water Utilities Department
SUBJECT: **AMENDMENT 1 TO THE PROFESSIONAL SERVICES AGREEMENT FOR ON-CALL CIP WATER AND WASTEWATER ENGINEERING AND TECHNICAL SERVICES**

SYNOPSIS

Staff and the Utilities Commission recommend that the City Council approve Amendment 1 in the amount of \$100,000 to the Professional Services Agreement with Infrastructure Engineering Corporation for on-call Capital Improvement Program water and wastewater engineering and technical services; and authorize the City Manager to execute the amendment.

BACKGROUND

Fiscal Year 2014-15 is a particularly busy year for the Water Utilities Department Capital Improvement Program (CIP), with over \$33 million in water projects, and over \$22 million in sewer projects. To complete all of these projects, City and Contract staff has assumed more construction management and inspection responsibilities. To supplement the proper inspection of capital projects, additional project management, environmental, electric, and special inspection and testing services are required.

Contracting out additional services such as project management, environmental services, and electrical inspections to name a few, is a cost-effective way to supplement current staff for short term needs with licensed and certified professionals, allowing staff to focus on completing the Department's ambitious CIP project schedule.

On June 25, 2014, the Water Utilities Department entered into an agreement in the amount of \$100,000 with Infrastructure Engineering Corporation for on-call water and wastewater engineering and technical services.

ANALYSIS

When the original PSA was initiated, several firms were solicited, and Infrastructure Engineering Corporation was selected based on skills, expertise and experience, as well as value provided to the City.

Infrastructure Engineering Corporation (IEC) provides design and project management services for smaller CIP projects, supplementing in-house staff. Several small projects

have been identified recently, and there is a need for continued support from IEC to maintain the current pace of work.

FISCAL IMPACT

Table 1 outlines the original contract amount from June 2014, as well as the additional proposed contract amount to be performed by IEC.

Table 1

Consultant	Service	Original Amount	Account	Amount
Infrastructure Engineering Corporation	Agreement for On-Call Water and Wastewater Engineering and Technical Services	\$100,000	800812722.5305	\$50,000
			750771712.5305	\$50,000
			Sub Total:	\$100,000
			Proposed Contract Total:	\$200,000
			Total New Funds:	\$100,000
			Grand Total:	\$200,000

The total amendment is \$100,000. The FY 14-15 budgets for the Water and Sewer Funds have balances as indicated in table 2 below.

Table 2

Name	Fund	Available Budget	Allocated Amount
Misc. Sewer	800812722	\$821,000	\$50,000
Misc. Water	750771712	\$626,000	\$50,000
Totals:		\$1,447,000	\$100,000

This amendment will increase the purchase order for IEC by \$100,000. The amended amount will be charged equally between the Sewer account 800812722.5305 and the Water account 750771712.5305. Currently, business unit 800812722 has available budget of \$769,171 and business unit 750771712 has available budget of \$555,549. Therefore, sufficient funds are available. The funding source for the Sewer is Service and Flow Fees and the funding source for Water is Sales and Meter Charges.

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 October 21, 2014.

CITY ATTORNEY'S ANALYSIS

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

RECOMMENDATIONS

Staff and the Utilities Commission recommend that the City Council approve Amendment 1 in the amount of \$100,000 to the Professional Services Agreement with Infrastructure Engineering Corporation for on-call Capital Improvement Program water and wastewater engineering and technical services; and authorize the City Manager to execute the amendment upon receipt of all supporting documents.

PREPARED BY:



Jason Dafforn
Interim Water Utilities Director

SUBMITTED BY:



Steven R. Jepsen
City Manager

REVIEWED BY:

Michelle Skaggs Lawrence, Assistant City Manager



James R. Riley, Financial Services Director



Exhibit A – Amendment 1

**CITY OF OCEANSIDE
AMENDMENT 1 TO
PROFESSIONAL SERVICES AGREEMENT**

**PROJECT: ON-CALL WATER AND WASTEWATER ENGINEERING AND
TECHNICAL SERVICES**

THIS AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT (hereinafter "Amendment") is made and entered this ____ day of _____ 2014, by and between the City of Oceanside, a municipal corporation, hereinafter designated as "CITY", and Infrastructure Engineering, Inc., hereinafter designated as "CONSULTANT".

RECITALS

WHEREAS, CITY and CONSULTANT are the parties to that certain Professional Services Agreement dated June 25, 2014, hereinafter referred to as the "Agreement", wherein CONSULTANT agreed to provide certain services to the CITY set forth therein;

WHEREAS, the parties desire to amend the Agreement to expand the Scope of Work and compensation therefor.

AMENDMENT

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

1. Section 1, Scope of Work, shall be amended to reflect and include additional on-call water and wastewater engineering and technical services as described and outlined in the Consultant's Fee Schedule dated November 4, 2014 (Exhibit A).
2. Section 13, Compensation, shall be amended to reflect that all work performed in accordance with this Amendment 1 shall not exceed \$100,000.
3. 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 city.

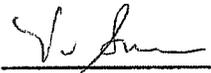
IN WITNESS WHEREOF, the parties hereto being duly authorized on behalf of their respective entities to execute this Amendment, do hereby agree to the covenants contained in the Agreement, including this Amendment and have caused this Amendment to be executed by setting hereunto their signatures this _____ day of _____, 2014.

CONSULTANT

CITY OF OCEANSIDE

By: 

By: _____
Steven R. Jepsen, City Manager

By: 

APPROVED AS TO FORM:

01-0617154
Employer ID No.


City Attorney

NOTARY ACKNOWLEDGEMENTS OF CONSULTANT MUST BE ATTACHED.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT
CIVIL CODE § 1189

State of California

County of SAN DIEGO

On NOV. 24, 2014 before me, NANCY M. CARLISLE NOTARY PUBLIC
Date Here Insert Name and Title of the Officer

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



Place Notary Seal Above

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

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: _____ Document Date: _____

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

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____ Signer's Name: _____

- | | |
|--|--|
| <input type="checkbox"/> Corporate Officer — Title(s): _____ | <input type="checkbox"/> Corporate Officer — Title(s): _____ |
| <input type="checkbox"/> Partner — <input type="checkbox"/> Limited <input type="checkbox"/> General | <input type="checkbox"/> Partner — <input type="checkbox"/> Limited <input type="checkbox"/> General |
| <input type="checkbox"/> Individual <input type="checkbox"/> Attorney in Fact | <input type="checkbox"/> Individual <input type="checkbox"/> Attorney in Fact |
| <input type="checkbox"/> Trustee <input type="checkbox"/> Guardian or Conservator | <input type="checkbox"/> Trustee <input type="checkbox"/> Guardian or Conservator |
| <input type="checkbox"/> Other: _____ | <input type="checkbox"/> Other: _____ |

Signer Is Representing: _____ Signer Is Representing: _____

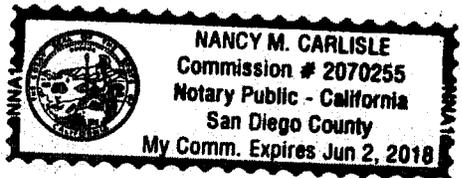
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT
CIVIL CODE § 1189

State of California

County of SAN DIEGO }

On NOV. 24 2014 before me, NANCY M. CARLISLE, NOTARY PUBLIC
Date Here Insert Name and Title of the Officer

personally appeared VICKI E. SHAW
Name(s) of Signer(s)



Place Notary Seal Above

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

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- | | |
|--|--|
| Signer's Name: _____ | Signer's Name: _____ |
| <input type="checkbox"/> Corporate Officer — Title(s): _____ | <input type="checkbox"/> Corporate Officer — Title(s): _____ |
| <input type="checkbox"/> Partner — <input type="checkbox"/> Limited <input type="checkbox"/> General | <input type="checkbox"/> Partner — <input type="checkbox"/> Limited <input type="checkbox"/> General |
| <input type="checkbox"/> Individual <input type="checkbox"/> Attorney in Fact | <input type="checkbox"/> Individual <input type="checkbox"/> Attorney in Fact |
| <input type="checkbox"/> Trustee <input type="checkbox"/> Guardian or Conservator | <input type="checkbox"/> Trustee <input type="checkbox"/> Guardian or Conservator |
| <input type="checkbox"/> Other: _____ | <input type="checkbox"/> Other: _____ |

Signer Is Representing: _____ Signer Is Representing: _____



Infrastructure Engineering Corporation

November 4, 2014

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

Subject: Proposal to extend On-Call Services

Dear Mr. Dafforn:

Infrastructure Engineering Corporation is pleased to submit this proposal to provide continued on call engineering services for various City projects.

IEC proposes to provide on-call water and wastewater engineering services for the City of Oceanside. The services could include, but are not limited to, planning, design, operations assistance, or regulatory assistance depending on the City's needs. The tasks would be time sensitive and relatively small in scope and fee. For each on-call project, we will provide a brief scope of work and estimated budget for your approval before work commences.

We suggest the budget be amended by \$100,000. The contract terms run through the end of the Fiscal Year 2015 or when the budget is expended. Billings would be based on our 2014 rate schedule.

We sincerely appreciate the opportunity to provide this proposal and assist the City with accomplishing its project goals. Please contact me at (858) 413-2400 should you have any questions or need further information.

Sincerely,

Robert S. Weber, P.E.
Senior Project Manager

**2014
HOURLY CHARGE RATE AND
EXPENSE REIMBURSEMENT SCHEDULE**

Professional

Engineering Intern/Technician	\$ 65
CADD Designer I/Engineer I.....	\$ 105
Graphic Designer	\$110
CADD Designer II/Engineer II.....	\$ 120
CADD Designer III/Engineer III.....	\$ 130
Designer/Project Engineer.....	\$ 140
Senior Project Engineer	\$160
Senior Project Engineer Planning & IS.	\$ 175
Project Manager	\$180
Senior Project Manager.....	\$190
Principal	\$200
Principal Planning & IS.....	\$ 200

Surveying

Principal Surveyor.....	\$ 150
Project Surveyor	\$ 130
Field – 2 Man Crew.....	\$ 170
Office-Survey Drafting	\$ 130

Administrative

Administrative Clerk.....	\$ 65
Word Processor/Admin Support	\$ 85

Environmental

Intern/Technician	\$ 65
Env Specialist I/Project Coord I.....	\$ 105
Technical Editor	\$ 95
Lead Technical Editor.....	\$115
Graphic Artist.....	\$110
Env Specialist II/Project Coord II.....	\$ 120
Env Specialist III/Project Coord III.....	\$ 130
Project Manager I	\$ 140
Project Manager II	\$ 150
Senior Technical Staff.	\$ 160
Senior Project Manager.....	\$ 190
Principal	\$ 200

***Construction**

Construction Inspector	\$ 115
Senior Construction Inspector	\$ 130
Resident Engineer.....	\$ 145
Construction Manager.....	\$ 165
Sr. Construction Manager.....	\$ 180
CM Coordinator	\$ 105
Asst CM Coordinator	\$ 85

Flow Monitoring

Field Tech I.....	\$ 65
Field Tech II.....	\$ 85
Field Tech III.....	\$ 95
Field Supervisor	\$ 105
Field Operations Manager.....	\$ 130
Project/Data Manager	\$ 140

Sub-consultants will be billed at cost plus 10% unless specified otherwise in the agreement.

All base rates will escalate by 3% per annum.

Reimbursable Costs

Reproduction, special photography, postage, delivery services, express mail, printing, travel, parking, and any other specialty services performed by subcontractor will be billed at cost plus 15%.

Mileage will be billed at the current IRS allowed rate.

* Field personnel rates are inclusive of vehicle, mileage, phone, computer, etc. Inspection rates shown are for prevailing wage projects. Inspection rates for non-prevailing wage contracts are \$15 dollars an hour less than the listed rate. Inspection rates for overtime are \$30 dollars an hour more than the listed rate.

5/1/2014