



DATE: March 4, 2015

TO: Honorable Mayor and City Councilmembers

FROM: Water Utilities Department

SUBJECT: **AWARD OF CONTRACT AND APPROVAL OF AGREEMENTS FOR THE LAKE BOULEVARD**

SYNOPSIS

Staff recommends that the City Council award a contract in an amount not to exceed \$2,974,265 to Arrieta Construction, Inc. of El Cajon, for construction of the Lake Boulevard Sewer Replacement Project; approve a Professional Services Agreement with Infrastructure Engineering Corporation of Oceanside in an amount not to exceed \$269,128 for construction management and inspection services for the project; approve a Professional Services Agreement with NV5 of San Diego in an amount not to exceed \$38,655 for engineering support services during construction; and authorize the City Manager to execute the agreements upon receipt of all supporting documents.

BACKGROUND

A section of sewer pipeline serving the southeast portion of the City was compromised in 2013. The segment was temporarily repaired with a cured-in-place liner; however, a more involved capital replacement project was needed to ensure reliability and to prevent sewer overflows into the Buena Vista Creek.

This project identified a way to reroute the sewer into the paved right-of-way while resolving odor issues in the surrounding area. The Lake Boulevard Sewer Improvement Project reroutes the sewer in Lake Boulevard and College Boulevard and eliminates the existing creek crossing. The project is located within the approximate alignment starting at the intersection of Mira Costa and Esplanade, continuing to the intersection of Lake Boulevard and Esplanade Street and ending north in College Boulevard just south of the 78 Freeway (Exhibit A). In addition to the sewer improvements, an existing 8-inch waterline will be relocated to accommodate the new sewer pipeline. The total length of the project including the rerouting or replacement is 3229 linear feet.

The design involved extensive coordination with the City's Traffic Department in order to mitigate traffic control issues during construction. The project will also have full redundant sewage bypassing during construction with no interruption to local sewer service. The City has performed initial public outreach to inform the local residents about the project and to address their concerns. Our public relations firm has sent

project notification flyers to all the residents and businesses affected. Information will be posted on the City's website along with a project hotline for residents to call and obtain additional information. City Council authorized the City Engineer to call for bids for construction of the project on May 7, 2014.

ANALYSIS

On January 13, 2015, one bid was received and publicly opened for the project. The bidder was Arrieta Construction, Inc. of El Cajon, with a bid in the amount of \$2,974,265 (Exhibit B). Staff has reviewed the bid and finds that its bid, bid bond and references are in accordance with City standards.

To perform full time inspection, construction survey and staking, soils and compaction testing, and properly manage these projects during construction, the services of a construction management and inspection support team are required. On April 1, 2014, a Request for Proposals (RFP) for construction management and inspection services was sent to 12 qualified construction management and inspection firms that were listed on the Water and Wastewater Consultant Construction Management and Inspection List (Exhibit C).

On April 24, 2014, the Water Utilities Department received proposals from two of the 12 construction management and inspection firms. Staff performed a review of the proposals for accuracy and completeness and rated the consultants based on qualifications, performance of work, ability to provide services, quality of proposal, work performance for the City and cost. Staff has determined that Infrastructure Engineering Corporation's proposal includes the required items as outlined in the RFP (Exhibits D and E).

Infrastructure Engineering Corporation construction management and inspection duties will be to ensure that the project is constructed according to the plans and specifications. Additional duties to be performed include day-to-day monitoring and inspection of the work; geotechnical engineering and inspection services; surveying; special inspections as required; preparation of daily, weekly and monthly reports; processing of proposed change orders; processing submittals and requests for information; maintenance of logs for all correspondence, submittals, requests for information and change orders; attending weekly and monthly progress meetings; and generating and submitting detailed as-built construction drawings.

NV5, who is the Engineer of Record for the project, will provide engineering support services throughout construction, which includes contractor submittal reviews to ensure construction materials are in conformance with the plans and specifications and responding to contractor requests for information and clarifications (Exhibit F).

FISCAL IMPACT

The current Fiscal Year 14/15 budget remaining for the Lake Boulevard Sewer Improvements project (909130300722) is approximately \$3.442 million. The bid price

for this project from Arrieta Construction is \$2,974,265, and the additional services from Infrastructure Engineering Corporation and NV5 will cost \$269,128 and \$38,655 respectively. The total project cost is \$3,282,048. Therefore, there is sufficient budget for this project. Sewer Charges for service in Sewer Fixed Asset Replacement account 722.4476.0001 is the funding source.

INSURANCE REQUIREMENTS

The City's standard insurance requirements will be met.

COMMISSION OR COMMITTEE REPORT

The Utilities Commission received an update at its regularly scheduled meeting on January 20, 2015.

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 award a contract in an amount not to exceed \$2,974,265 to Arrieta Construction, Inc. of El Cajon, for construction of the Lake Boulevard Sewer Replacement Project; approve a Professional Services Agreement with Infrastructure Engineering Corporation of Oceanside in an amount not to exceed \$269,128 for construction management and inspection services for the project; approve a Professional Services Agreement with NV5 of San Diego in an amount not to exceed \$38,655 for engineering support services during construction; and authorize the City Manager to execute the agreements upon receipt of all supporting documents.

PREPARED BY:

SUBMITTED BY:



Jason Dafforn
Interim Water Utilities Director



Michelle Skaggs Lawrence
Interim City Manager

REVIEWED BY:

Scott Smith, City Engineer

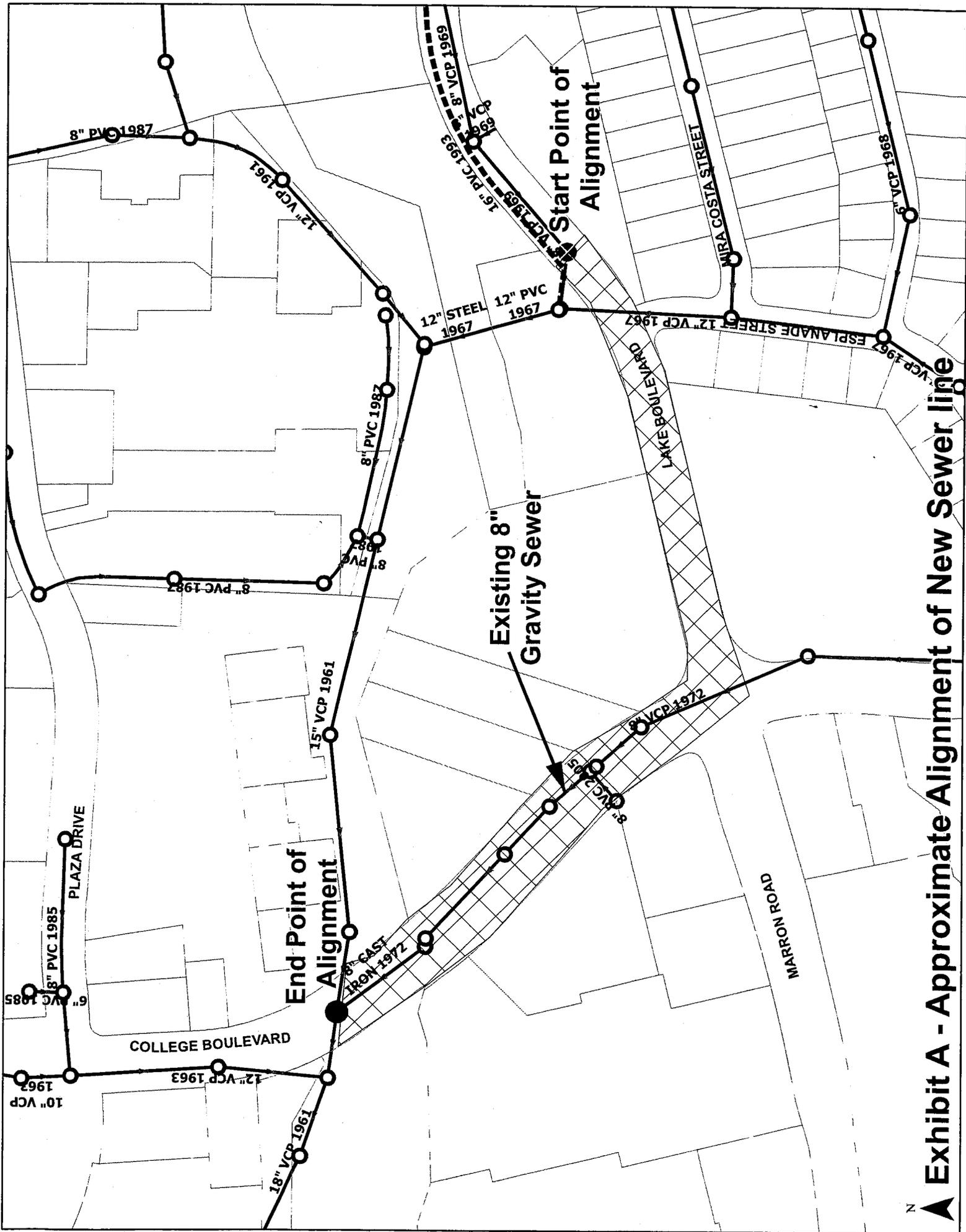


Jane M. McPherson, Interim Financial Services Director



ATTACHMENTS:

- Exhibit A – Site Map
- Exhibit B – Bid Results
- Exhibit C – Construction Management and Inspection Services Mailing List
- Exhibit D – Consultant Rating Form for CM and Inspection Services
- Exhibit E – Professional Services Agreement for Construction Management and Inspection Services
- Exhibit F – Professional Services Agreement for Office Engineering Services



Existing 8"
Gravity Sewer

Start Point of
Alignment

End Point of
Alignment

▲ Exhibit A - Approximate Alignment of New Sewer line

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BID TABULATION		
PROJECT NO.:	800812722	ENGINEER'S ESTIMATE
PROJECT NAME:	Lake Boulevard Sewer Replacement	\$2,183,300
PROJECT MANAGER:	Greg Keppler	
BID DATE:	January 13, 2015 @ 2:00 p.m.	
BIDDER:	ADDRESS:	BID AMOUNT:
1. Arrieta Construction Inc.	El Cajon	2,974,265
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		
11.		
12.		
13.		

LAKE BLVD SEWER REPLACEMENT PROJECT
 CONSTRUCTION MANAGEMENT, INSPECTION AND
 OFFICE ENGINEERING SERVICES
 RFP MAILING LIST

Company	Address	City	State	Zip	First Name	Last Name	Phone	Fax
Infrastructure Engineering Corporation	301 Mission Avenue, Suite 202	Oceanside	CA	92054	Preston	Lewis	760-529-0795	760-529-0785
Cornerstone Engineering, Inc.	717 Pier View way	Oceanside	CA	92054-2801	Mike	Boraks	760-722-3495	(760) 722-3490
Carollo Engineers	615 South Tremont Street	Oceanside	CA	92054	Jeff	Thornbury	760-637-2700	760-637-2701
Tetra Tech ASL, Inc.	2141 El Camino Real, Suite J	Oceanside	CA	92054	Howard	Arnold	760-754-0550	
RMC Water and Environment	603 Seagaze Drive, Suite 125	Oceanside	CA	92057	Rosalyn	Prickett	858-875-7400	858-875-7501
NV5	15070 Avenue of Science, Suite 100	San Diego	CA	92128	Julian	Palacios	858-385-0500	760-632-0164
Lee and Ro	10640 Scripps Ranch Blvd., Suite 150	San Diego	CA	92131	Eric	Lovering	858-332-4284	858-336-5151
Atkins	3570 Carmel Mountain Road, Suite 300	San Diego	CA	92130	Carmen	Kasner	858-874-1810	858-259-0741
Dudek & Associates, Inc.	605 Third Street	Encinitas	CA	92024	Patty	Post	760-942-5147	
Harris & Associates	750 B Street, Suite 1800	San Diego	CA	92101	Byron	Tobey, Jr.	619-236-1778	
AKM Consulting Engineers	553 Wald	Irvine	CA	92618	Zeki	Kavian	949-783-7333	
URS Corporation	4225 Executive Square, Suite 1600	San Diego	CA	92037	John	Dautel	619-294-9400	619-243-2977

CONSULTANT PROPOSAL - RATING FORM

NAME OF FIRM: A) IEC; B) NV5
 PROJECT: Lake Blvd. Sewer Replacement CM & Inspection
 DATE: 5/6/2014
 PROJECT NO.: 909130300722

ITEM	POINTS	CONSULTANT'S RATING				
		A	B	C	D	E
I. QUALIFICATIONS OF FIRM AND MEMBERS						
A. Specialized expertise of members	15	14	11			
B. Adequacy of staff and resources.	15	12	13			
II. PERFORMANCE OF WORK SIMILAR IN CHARACTER:						
A. Comparable work (local area preferred).	10	10	6			
B. Proposal submitted by Oceanside firm.	6	6	0			
C. Proposal included an Oceanside firm as part of a consulting team.	4	2	0			
D. Additional points based on abilities, qualifications, and commitment of Oceanside firm.	5	2	0			
III. ABILITY TO PROVIDE SERVICES:						
A. Ability to complete job on time.	10	10	10			
IV. QUALITY OF PROPOSAL:						
A. Satisfactorily address all objectives.	10	10	9			
B. Provide additional amplifying information.	5	2	0			
C. Presentation, clarity, neatness.	5	5	4			
V. WORK PERFORMANCE FOR THE CITY:						
A. No work in past 12 months.	10					
B. Work in past 12 months - deductions based on Contract amount.						
VI. PRICE:						
A. Overall cost.	10	9	8			
TOTALS:	105	82	61	0	0	0

RANKING: RATED BY: _____

1 Name/Title: _____

2 Name/Title: _____

3 Name/Title: _____

4 Name/Title: _____

5 Date: _____

CITY OF OCEANSIDE

PROFESSIONAL SERVICES AGREEMENT

PROJECT: LAKE BOULEVARD SEWER REPLACEMENT – CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES – [800812722]

THIS AGREEMENT, dated _____, 2015 for identification purposes, is made and entered into by and between the CITY OF OCEANSIDE, a municipal corporation, hereinafter designated as "CITY", and Infrastructure Engineering Corporation, hereinafter designated as "CONSULTANT."

NOW THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. **SCOPE OF WORK.** The CONSULTANT desires to provide construction management and inspection services for the Lake Boulevard sewer replacement project as more particularly described in the CONSULTANT'S proposal, 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.

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 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 \$269,128.

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 by September 30, 2015.

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.

Lake Boulevard Sewer Replacement –
Construction Management & Inspection Services –
[800812722]

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: *Robert Kelly, PRESIDENT*
Name/Title

By: _____
Steven R. Jepsen; City Manager

Date: *FEBRUARY 5, 2015*

Date: _____

By: *Vicki, Secretary*
Name/Title

APPROVED AS TO FORM:

Date: *2/5/2015*

Andrew Hamilton, ASST.
City Attorney

01-0617154
Employer ID No.

NOTARY ACKNOWLEDGMENTS OF CONSULTANT MUST BE ATTACHED.

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document, to which this certificate is attached, and the truthfulness, accuracy, or validity of that document.

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT
CIVIL CODE § 1189**

State of California

County of SAN DIEGO

On FEB. 5 2015 before me, NANCY M. CARLISLE NOTARY PUBLIC
Date Here Insert Name and Title of the Officer

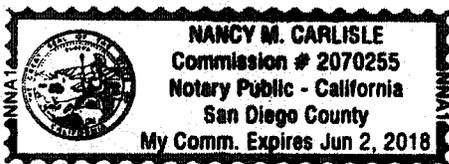
personally appeared ROBERT S. WEBER
Name(s) of Signer(s)

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 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: _____

Corporate Officer — Title(s): _____ Corporate Officer — Title(s): _____

Partner — Limited General Partner — Limited General

Individual Attorney in Fact Individual Attorney in Fact

Trustee Guardian or Conservator Trustee Guardian or Conservator

Other: _____ Other: _____

Signer Is Representing: _____ Signer Is Representing: _____

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document, to which this certificate is attached, and the truthfulness, accuracy, or validity of that document.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT
CIVIL CODE § 1189

State of California

County of SAN DIEGO }

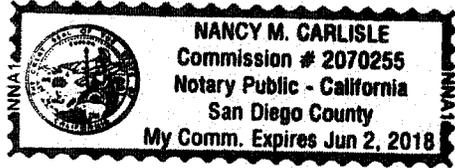
On FEB 5, 2015 before me, NANCY M. CARLISLE NOTARY PUBLIC
Date Here Insert Name and Title of the Officer

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

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: _____

Detailed Scope of Work

Presented below is IEC's proposed Detailed Scope of Work to be provided based on our understanding of the project requirements. Our scope of work includes components identified in the City's RFP, as well as additional services identified by IEC as key elements of the project. IEC has assembled a comprehensive and detailed scope of work to accomplish the City's project objectives and ensure a complete and well-coordinated construction management program that results in a project that is delivered on time and within budget.

Task 1 – Pre-Construction Phase Services

Task 1.1 – Pre-Construction Conference

Notify appropriate parties, schedule and conduct the Pre-Construction Conference with the contractor. The meeting shall cover the overall project objectives, responsibilities of key personnel and agencies, schedules, schedules of values (bid breakdown), procedures for handling submittals, correspondence, utility relocations, local agency permit requirements, request for clarification, progress payments, change orders, and other pertinent topics. Provide opportunities to have the contractor's questions answered.

Task 1.2 – Review Pre-Construction Submittals

Review the Contractor's pre-construction submittals such as initial CPM schedule, schedule of values, staging plans, and by-pass plans and provide comment to the City on the adequacy of those documents.

Task 1.3 – Coordinate with Outside Agencies/Stakeholders

Provide coordination with outside agencies and property owners regarding upcoming construction. Provide regular communication, and coordinate any possible additional meetings that may be required to satisfy encroachment permit requirements or stakeholder concerns.

Task 2 – Construction Phase Services

Task 2.1 – Reports and Communications (Document Control)

A. *Project Document Control*

Maintain field memoranda, transmittals, updated schedules, logs of shop drawings and other submittals, logs of requests for information, change orders, progress payment requests, progress meeting reports, compaction reports, daily inspection reports, and required SMARTS storm water inspection reports, and all other project correspondence. Project documentation will be kept digitally as well as hard copies, and files will be organized in a logical manner as approved by the City.

Task 2.2 – Construction Administration

A. *Construction Progress Meetings*

Schedule and conduct bi-weekly construction progress meetings with the contractor(s) and the City. Provide meeting agendas and discuss the schedule, near term activities, clarifications and problems which need resolution, coordination with other contractors, status of change orders, and safety issues. Prepare minutes of the meetings with identified action items. Prepare and distribute the minutes to the attendees.

Meet with the City's project manager weekly. Review construction progress, anticipated work schedules and identify potential problems.

B. Project Coordination

Provide coordination between the Contractor, Agencies, Public Outreach Consultant, Private Properties and the City as needed to facilitate the construction process. IEC will ensure that the parties have up to date necessary information and documents such as shop drawings, submittals, plan revisions, bypass plans, and traffic control plan. A documentation tracking procedure will be developed to track the distribution of these documents.

C. Shop Drawings and Submittal Reviews

Coordinate submittal review and approval. IEC will be responsible for processing and monitoring the status of submittals. IEC will provide cursory review of the contractor's submittals for general conformance with the contract document requirements prior to sending the submittals to the design engineer. Submittals of a general nature (General Provisions & Division 1 requirements) will be reviewed and processed by the CM team at the City's request. The CM team may also provide review of technical specifications of a general nature such as crushed rock, asphalt paving, and import.

IEC will log, track, and monitor shop drawings, calculations, data samples, submittals, and manuals from the contractor. Shop drawings and submittals which significantly do not meet the specified requirements will be returned to the contractor with comments for corrections and resubmittal. Exception reports, which identify outstanding submittals or reviews needed, shall be prepared periodically.

D. Plans and Specifications Interpretation (RFI Processing)

Review and respond to contractor RFIs if of a general nature. Technical RFIs will be submitted to the project design engineer for response. Maintain a log of RFIs and in order to ensure that written clarifications are provided to the contractor in a timely manner. Responses to requests for changes to the design will be submitted to the City's Project Manager and Design Engineer for response and approval.

E. Respond to Change Order Requests

Identify, prepare log, and monitor contractor or City initiated claims, changes, extra work, and change orders. Negotiate claims to an agreed Contractor/Consultant/City conclusion. Provide written recommendations to the City regarding the resolution of change orders and submit change orders to the City for approval. Prepare a report providing statement of claim, extra work, or change; background leading to the issue; resolution recommendation for action by the City. Prepare written justification and cost estimates for each change order that require design modifications or clarifications, including revisions to the drawing, details, and specifications. Resolve claims, extra work, and change orders for changes to the work and obtain City approval.

F. Progress Payment Reviews

Prepare project related invoices and progress payments. Submit invoices to the City's project manager with a recommendation stating the proper amount for payment using the Schedule of Values and actual quantities as a basis to prepare payment requests. Progress Payment review will also include evaluation of the monthly updated construction schedule and review of the project as-builts to verify that the contractor is up to date. In addition, review of monthly progress payments will include review of the Contractor's required inspections, testing, and reports as required by the project SWPPP and the Construction General Permit.

Task 2.3 – Construction Inspection Services

A. *Daily Construction Monitoring*

Provide full time inspection and necessary specialty inspection to observe and document that the contractor's work is in compliance with the contract documents. Prepare daily reports of the construction activities including weather conditions, contractor's equipment and manpower, work performed, materials used, site visitors, note delays in work and reasons for the delays, and deficiencies. Prepare daily reports of deviations and non-conformance to specifications and provide a timely response. Perform technical inspection at the job site as required of materials and workmanship, and discuss with the contractor appropriate revisions to the methods and procedures used in performing the work. Observe and record all material deliveries to the site. Material certificates shall be verified and documented for compliance with plans, specifications, and approved shop drawings. Prepare a detailed daily report summarizing all observations and work performed on site each day/shift. Maintain on a daily basis a set of as-built drawings as verification and redundancy to the Contractors.

B. *Photo Documentation*

Take and develop construction documentation photographs on a regular basis. Maintain a digital photographic library of significant construction activities. Take additional photographs to document differing site conditions, change order claim items and any special or unique conditions as they arise.

C. *As-Built Drawings*

Maintain on, a daily basis, a separate set of redlined as-built drawings. Drawings will reflect any changes made to the alignment or invert elevations, as well as actual measured inverts as facilities are being installed.

D. *Community Outreach*

Provide a central point of contact for stakeholders on the project and act as the City's representative in the field. Meet with affected stakeholders regularly and keep a log of complaints with a description of the complaint and the measures taken to mitigate the complaint.

Task 2.4 – Geotechnical & Laboratory Testing Services

A. *Compaction Testing*

Provide in place compaction testing with the use of a nuclear density gauge of trench backfill, street subgrade, and compaction of AC paving per the City of Oceanside compaction requirements.

B. *Geotechnical Laboratory Testing*

Provide laboratory testing of soils, aggregate, and Asphalt materials. Anticipated testing will include Maximum Dry Density, Sand Equivalent, Grain Size analysis, and R-Value testing of subgrade materials.

C. *Chlorination and Bacteriological Testing*

Provide field testing of initial and residual chlorination of the water main, as well as required Bacteriological sampling and testing prior to acceptance of the water main.

D. *Geotechnical Engineering*

Provide geotechnical review of project site conditions, coordinate and review field testing, review laboratory testing, and provide guidance on addressing geotechnical issues that may arise on the project.

E. As-Graded Report

Provide an as-graded report documenting the construction observation and testing results, and certifying that trench backfill was compacted as required by the plans and specifications.

Task 2.5 – Construction Staking Services

A. Staking Calculations

Generate coordinate points from AutoCAD drawings and prepare staking cut sheets for use during field staking operations.

B. Field Staking

Provide construction staking to establish line and grade of pipeline installation per the project plans. Coordinate with the Contractor to establish staking intervals and requested offsets. Establish documented procedures with the Contractor regarding staking request procedures, including the policy that staking will be done only once per requested location. Document Contractor's staking requests and instructions and dates requested staking was completed.

Task 3 – Post-Construction Phase Services

Task 3.1 – Project Closeout

Prepare detailed project punch item lists at closeout of the project. Upon correction of deficiencies, schedule, coordinate, and conduct a final walk through prior to acceptance of work with the City. Verify work, testing, cleanup and demobilization is complete. Check and submit final payment requests after final walk through. Review and certify that the contractor's project record drawings are complete and accurate.

Task 3.2 – Final Project Documentation

With 30 days of filing of the notice of completion, provide a Construction Documentation notebook and electronic copy comprised of all approved shop drawings, material test reports, certifications, daily inspection reports, meeting minutes, conversation logs, and photo documentation. Also provide and submit one set of redlined as-built drawings.

Fee & Schedule

IEC is pleased to present this estimated fee and estimated schedule for Construction Management and Inspection Services for the Lake Boulevard Sewer Replacement Project [909130300722]. In developing this estimate we have reviewed the project plans and specifications, visited the site, and called upon our experience with similar projects. We have also incorporated the City's request of full-time inspection for a 6 month construction schedule as well as pre-construction and post-construction phase of 1 month each for construction management services.

Our estimated not to exceed fee for the proposed scope of work is \$269,128.00 (Two Hundred, Sixty Nine Thousand, One Hundred and Twenty Eight Dollars). We have also included a breakdown of anticipated hours by staff type that we feel will be dedicated to each task outlined in our scope, and provided an estimate of the overall project schedule and the anticipated number of hours for each proposed staff member as they relate to the schedule.

**Fee Estimate for City of Oceanside
Construction Management and Inspection Services
Lake Boulevard Sewer Replacement Project**

Task Item	Labor Hours									Estimate
	Principal	CM	Principal Inspector	Project Administrator	Lead Surveyor	2-Man Survey Crew	Geotechnical Engineer	Soils Technician	Laboratory Testing	
Hourly Rates:	\$ 190.00	\$ 160.00	\$ 125.00	\$ 95.00	\$ 130.00	\$ 173.00	\$ 177.00	\$ 79.00		
1.1 Pre-Construction Conference		4	4	4						
1.2 Review Pre-Construction Submittals		10	16	5						
1.3 Coordinate with Outside Agencies/Stakeholders		30								
2.1 Reports and Communication (Document Control)										
A. Project Document Control		40		113						
2.2 Construction Administration	6									
A. Construction Progress Meetings		24		12						
B. Project Coordination		20								
C. Shop Drawing and Submittal Review		56		30						
D. Plans and Specifications Interpretation (RFI Processing)		24		3						
E. Respond to Change Order Requests		20								
F. Progress Payment Review		12		3						
2.3 Construction Inspection Services										
A. Daily Construction Monitoring			660							
B. Photo Documentation			120							
C. As-Built Drawings			60							
D. Community Outreach		12	120							
2.4 Geotechnical & Laboratory Testing Services										
A. Compaction Testing								420		
B. Geotechnical Laboratory Testing									\$ 3,820.00	
C. Chlorination and Bac-T Testing								4	\$ 120.00	
D. Geotechnical Engineering							100			
E. As-Graded Report							\$ 9,282.00			
2.5 Construction Staking Services										
A. Staking Calculations					10					
B. Field Staking						50				
3.1 Project Closeout		20	20	10						
3.2 Final Project Documentation		40								
Total Hours=	6	322	1000	180	10	50	154	424		

Footnotes

1. Field personnel rates are inclusive of vehicle, mileage, phone, computer, etc. Inspection rates shown are for prevailing wage projects.

**RESOURCE SCHEDULE FOR
CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES
FOR THE LAKE BOULEVARD SEWER REPLACEMENT PROJECT
RFP No. [909130300722]**

Role/Team Member	Estimated Monthly Hours								
	June 2014	July 2014	Aug. 2014	Sept. 2014	Oct. 2014	Nov. 2014	Dec. 2014	Jan. 2015	Total Hrs.
Principal-in-Charge									
Preston Lewis, PE	2			2			2		6
Construction Manager									
Scott Adamson, PE, QSD	20	80	40	20	20	40	60	40	320
Construction Admin.									
Nancy Carlisle	20	40	20	20	20	20	20	20	180
Sr. Construction Inspector									
Tom Lindsey	20	160	160	160	160	160	160	20	1000
Construction Staking									
Gary Rush, PLS		18	8	8	8	8			50
Geotechnical Services									
Larry Taylor, PE, GE	5	40	10	5	5	5	10	20	100
Soil Technician		70	70	70	70	70	70		420

Infrastructure Engineering Corporation 2014 Hourly Charge Rate & Expense Reimbursement Schedule

Professional and Design Services

Engineering Intern/Technician	\$ 65
CADD Designer I/Engineer I	\$ 105
Graphic Designer	\$ 110
CADD Designer II/Engineer II	\$ 115
CADD Designer III/Engineer III	\$ 125
Designer/Project Engineer	\$ 135
Senior Project Engineer	\$ 155
Senior Project Engineer Planning & IS	\$ 175
Project Manager	\$ 175
Senior Project Manager	\$ 185
Principal	\$ 190
Principal Planning & IS	\$ 200

Environmental

Intern/Technician	\$ 65
Env Specialist I/Project Coordinator I	\$ 95
Technical Editor	\$ 90
Lead Technical Editor	\$ 110
Graphic Artist	\$ 110
Env Specialist II/Project Coordinator II	\$ 105
Env Specialist III/Project Coordinator III	\$ 115
Project Manager I	\$ 125
Project Manager II	\$ 135
Senior Technical Staff	\$ 160
Senior Project Manager	\$ 185
Principal	\$ 190

Surveying

Principal Surveyor	\$ 150
Project Surveyor	\$ 130
Field – 2 Man Crew	\$ 173
Office – Survey Drafting	\$ 130

*Construction

Construction Inspector	\$ 110
Senior Construction Inspector	\$ 125
Resident Engineer	\$ 140
Construction Manager	\$ 160
Sr. Construction Manager	\$ 175
CM Administrator	\$ 95
Assistant CM Administrator	\$ 75

Administrative

Administrative Clerk	\$ 60
Word Processor/Administrative Support	\$ 75

Flow Monitoring

Field Technician I	\$ 60
Field Technician II	\$ 80
Field Technician III	\$ 90
Field Supervisor	\$ 100
Field Operations Manager	\$ 125
Project/Data Manager	\$ 135

Subconsultants will be billed at cost plus 10% unless specified otherwise in the agreement.

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.

CITY OF OCEANSIDE

PROFESSIONAL SERVICES AGREEMENT

**PROJECT: LAKE BOULEVARD SEWER IMPROVEMENTS –
CONSTRUCTION SUPPORT SERVICES – [800812722]**

THIS AGREEMENT, dated February 5, 2015 for identification purposes, is made and entered into by and between the CITY OF OCEANSIDE, a municipal corporation, hereinafter designated as "CITY", and NV5, hereinafter designated as "CONSULTANT."

NOW THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. **SCOPE OF WORK.** The CONSULTANT desires to provide construction support services for the Lake Boulevard sewer improvements project as more particularly described in the CONSULTANT'S proposal dated January 13, 2015, 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.

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
---------------------------------------	--------------

*General aggregate per year, or part thereof, with respect to losses or other acts or omissions of CONSULTANT under this Agreement.

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

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

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

- 4.5 All insurance companies affording coverage to the CONSULTANT pursuant to this agreement shall be insurance organizations admitted by the Insurance Commissioner of the State of California to transact business of insurance in the state or be rated as A-X or higher by A.M. Best.
- 4.6 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 \$38,655.

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 by September 30, 2015.

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.

Lake Boulevard Sewer Improvements –
Construction Support Services – NV5 –
[800812722]

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.

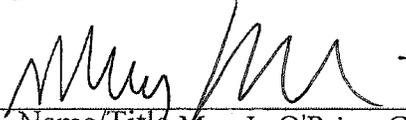
By:  NV5
Name/Title
Carmen Kasner, Regional Chief Executive

Date: 2-5-15

CITY OF OCEANSIDE

By: _____
Steven R. Jepsen; City Manager

Date: _____

By: 
Name/Title MaryJo O'Brien, Corporate Secretary

Date: 2-5-15

APPROVED AS TO FORM:

 ASST.
City Attorney

94-2706173
Employer ID No.

NOTARY ACKNOWLEDGMENTS OF CONSULTANT MUST BE ATTACHED.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

State of California

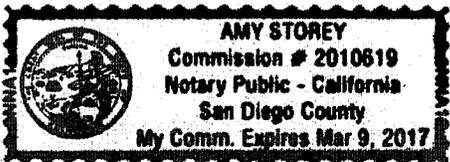
County of San Diego }

On Feb. 5, 2015 before me, Amy Storey, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Carmen Kasner and Mary Jo O'Brien
Name(s) of Signer(s)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document, to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

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: Amy Storey
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: City of Oceanside Contract - Lake Blvd Sewer

Document Date: 2-5-15 Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

Signer's Name: _____

Corporate Officer — Title(s): _____

Corporate Officer — Title(s): _____

Individual

Individual

Partner — Limited General

Partner — Limited General

Attorney in Fact

Attorney in Fact

Trustee

Trustee

Guardian or Conservator

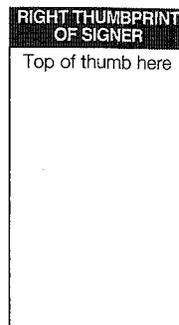
Guardian or Conservator

Other: _____

Other: _____

Signer Is Representing: _____

Signer Is Representing: _____





January 13, 2015
BDSCLPA
P2SD150015

Greg Keppler, P.E.
City of Oceanside – Water Utilities Department
300 N. Coast Hwy.
Oceanside, CA 92054

SUBJECT: Construction Support Services – Lake Boulevard Sewer Improvements

Dear Greg:

NV5, Inc. is pleased to submit this proposal to the City of Oceanside (City) to provide construction support services for the Lake Boulevard Sewer Improvements project.

Based on your request, this proposal describes construction phase office engineering services for the referenced project. This proposal is based on the construction drawings and specifications prepared by NV5 completed in November 2014, our understanding of the project, and an estimated construction schedule of four (4) months.

Please find attached a detailed scope of work and cost proposal for the project. We propose to perform the work on a time and materials basis.

We appreciate your consideration of NV5 for this challenging engineering project and look forward to continuing our relationship with the City. Please contact me at your convenience to discuss this proposal and the project in greater detail.

Sincerely,

NV5, Inc.

A handwritten signature in black ink that reads 'Julian O. Palacios'.

Julian O. Palacios, P.E.
Engineering Manager

Exhibit A
Lake Boulevard Sewer Improvements
Construction Support Services

Construction of the Lake Boulevard Sewer Improvements will require review of the materials, as well as responses to Requests for Information, submitted by the construction contractor. Submittals will be reviewed by NV5, and the review process will be coordinated with the City's Construction Manager or Project Manager. Construction changes that could require input or approval by NV5 will be reviewed and processed. Design revisions might also be necessary to accommodate varying field conditions or value engineering.

To this effect, NV5 will complete the following tasks:

Scope of Work

Task 1 - Shop Drawings and Submittal Reviews

a. Submittal Reviews

Review each submittal received from the Construction Manager and prepared by the construction contractor for conformance with the contract documents. Distribute copies to appropriate subconsultants (if applicable). Incorporate comments from design team and return to the construction contractor within 15 calendar days of receipt of the submittal. Make comments in accordance with the Specification Section 01300, Contractor Submittals. Each submittal shall be stamped and signed by the NV5 project manager, approved project engineer, or discipline lead with responsible charge. Coordinate required reviews of submittals with the City Project Manager or Construction Manager. NV5 anticipates up to twenty-four (24) submittals, of which six (6) submittals will require resubmittal and review.

b. Submittal Log and Status of Submittals

NV5 will log, track, and monitor shop drawings, calculations, data samples, submittals, and manuals from the construction contractor. NV5 will update the submittal log as items are received and responses given.

c. Field Copies and Originals

NV5 will forward one set of all reviewed and stamped submittals to the Construction Manager or City's Project Manager in electronic format (PDF).

Task 2 – Requests for Information (RFI)

NV5 will review and respond to construction contractor RFIs and maintain an RFI log. NV5 will process, provide a written response to the construction contractor, and distribute to the Construction Manager or City's Project Manager. NV5 will discuss complex RFIs with the City's Project Manager before responding, review answers and prepare formal response to construction contractor within five calendar days of receipt of RFI. NV5 anticipates up to six (6) RFIs will be submitted and responded.

Task 3 - Requests for Changes in Design

NV5 will review and respond to requests for design revisions initiated by the construction contractor, construction manager or City's Project Manager. Based on direction and approval by the City's Project Manager, NV5 will prepare up to two (2) design revisions during construction to address field changes or conditions not anticipated during design.

Task 4 – Site Visits and Public Outreach

If requested by the City, NV5 will make two (2) site visits during construction to review design revisions, field changes, or review requests for information.

NV5 will also assist the City’s public outreach consultant with project information, and attend up to two (2) meetings at the City or Lil’ Jackson Senior Center.

Estimated Budget

NV5’s project budget is based on the assumptions described above, anticipated construction schedule of four (4) months, and coordination with a full-time construction manager/inspector. The actual level of effort may vary depending on the qualifications of the Contractor, quality of work, construction schedule, and varying field conditions. NV5 will invoice the work based on the actual hours spent, on a time and materials basis. If the anticipated budget is expected to be exceeded, NV5 will request authorization from the City prior to performing additional services.

TASK TITLE	HOURS					
	QA/QC Associate	Project Manager	Project Engineer	TOTAL HOURS	Direct Costs	TOTAL COST
Billing Rates	\$180	\$175	\$120			
Task 1. Shop Drawing and Submittal Review						
Submittal Review (24)		24	72	96	\$100	\$12,950
Resubmittals (6)		6	18	24		\$3,210
Task Subtotal						\$16,160
Task 2. Request for Information						
Respond to Requests for Information (6)		18	24	42	\$50	\$6,085
Task Subtotal						\$6,085
Task 3. Request for Changes in Design						
Design Revisions (2)		24	64	88	\$100	\$11,990
Task Subtotal						\$11,990
Task 4. Site Visits/Public Outreach						
Construction Site Visits (2)		6		6	\$100	\$1,160
Public Outreach Coordination		12		12		\$2,100
Public Outreach Meetings (2)		6		6	\$100	\$1,160
Task Subtotal						\$3,260
Total	0	96	178	274	\$450	\$38,655

Services not included that can be provided as amended contract:

- Storm Water Pollution Prevention Plan
- Construction management, inspection or staking
- Potholing
- Traffic Control Plans
- Environmental Documents/Studies
- Bypass Pumping Plans
- Review of Contractor pay requests

* * * *

OFFICE: 442-0418