ITEM NO. 16

STAFF REPORT

CITY OF OCEANSIDE

DATE: April 22, 2015

TO: Honorable Mayor and City Councilmembers

FROM: Water Utilities Department

SUBJECT: **AWARD OF CONTRACT TO BURTECH PIPELINE, INC. FOR THE CONSTRUCTION OF THE SOUTH OCEANSIDE WATER MAIN REPLACEMENT PROJECT, AND APPROVAL OF A PROFESSIONAL SERVICES AGREEMENT WITH INFRASTRUCTURE ENGINEERING CORPORATION FOR INSPECTION SERVICES AND ENGINEERING SUPPORT SERVICES**

SYNOPSIS

Staff recommends that the City Council award a contract in an amount not to exceed $4,230,000 to Burtech Pipeline, Inc. of Encinitas, for construction of the South Oceanside Water Main Replacement Project; approve a Professional Services Agreement with Infrastructure Engineering Corporation of Oceanside in an amount not to exceed $200,925 for inspection services and engineering support services during construction related to the project; and authorize the City Manager to execute the agreements upon receipt of all supporting documents.

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 the waterline segments earlier in 2013. A site plan is attached (Exhibit A) and shows both the completed as well as proposed work. There are approximately 7,373 linear feet of remaining waterlines that will be replaced with 8-inch C900 PVC waterline pipeline for this project.

In addition, several undersized sewer lines totaling approximately 5,887 linear feet were identified and will be replaced with 8-inch PVC sewer pipeline so both the identified water and sewer pipelines can be improved within the same corridor. Upon completion, an asphalt overlay will provide a new asphalt surface for those areas affected by the project.

The Water Utilities Department worked closely 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.

ANALYSIS

On March 17, 2015, four bids were received and publicly opened for the project. The apparent low bidder is Burtech Pipeline, Inc. of Encinitas, with a bid in the amount of $4,230,000 (Exhibit B). Staff has reviewed the bid and finds that its bid, bid bond and references are in accordance with City standards (Exhibit C). The engineer's revised estimate to include both the water and sewer pipeline construction is $5,381,830.

To perform full time inspection, construction survey and staking, soils and compaction testing, and properly manage the project during construction, the services of a construction management and inspection support team are required. On November 25, 2014, staff solicited proposals from 15 engineering firms to provide construction management and inspection services during construction of this project. The firms were selected from a list compiled by the City of Oceanside's Engineering Department using the City's selection procedures for professional services. Included in the solicitation were all Oceanside firms that provide these services (Exhibit D).

On December 9, 2014, five proposals were received by the Water Utilities Department. 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.

Infrastructure Engineering Corporation 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; coordinating geotechnical engineering and inspection services, surveying, and special inspections as required; preparation of daily, weekly and monthly reports; processing of proposed change orders; maintenance of logs for all correspondence; attending weekly and monthly progress meetings; and generating and submitting detailed as-built construction drawings. IEC will also 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.

FISCAL IMPACT

This contract is being charged to two existing capital improvement projects. 64.3% of the project will be funded from the South Oceanside Water Main Replacement project fund (908125800712), while 35.7% will be funded from the Downtown Sewer Pipeline Replacement, Phase 1 Project (909136700722). The amount to be funded from the

South Oceanside Water Main project is $3,460,517; and the amount to be funded from the Downtown Sewer project is $1,921,313. The projects have available budgets of $3,578,902 and $3,591,877, respectively. The construction contract and inspection and engineering support services agreement total $4,430,925 therefore, there will be sufficient funds available to complete this project.

INSURANCE REQUIREMENTS

The City's standard insurance requirements will be met.

COMMISSION OR COMMITTEE REPORT

The Utilities Commission received a project update at its regularly scheduled meeting on March 17, 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 $4,230,000 to Burtech Pipeline, Inc. of Encinitas, for construction of the South Oceanside Water Main Replacement Project; approve a Professional Services Agreement with Infrastructure Engineering Corporation of Oceanside in an amount not to exceed $200,925 for inspection services and engineering support services during construction related to the project; and authorize the City Manager to execute the agreements upon receipt of all supporting documents.

PREPARED BY:

Jason Dafforn
Interim Water Utilities Director

SUBMITTED BY:

Michelle Skaggs Lawrence
Interim City Manager

REVIEWED BY:

Peter Weiss, Assistant City Manager

Scott Smith, City Engineer

Jane M. McPherson, Interim Financial Services Director

ATTACHMENTS:

Exhibit A – Site Map
Exhibit B – Bid Results
Exhibit C – Bid Evaluations
Exhibit D – Request for Proposal Mailing List
Exhibit E – Construction Management and Inspection Professional Services Agreement

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485
970
Feet
Legend
S. Oceanside Waterline Replacement Locations
South Oceanside Waterline Replacement
Exhibit A - Site Map

EXHIBIT A

BID TABULATION

PROJECT NO.:	908125800712
PROJECT NAME:	South Oceanside Waterline Replacement
PROJECT MANAGER:	Greg Keppler
BID DATE:	March 17, 2015 @ 2:00 p.m.

ENGINEER'S ESTIMATE

$5,381,830

BIDDER:	ADDRESS:	BID AMOUNT:
1. Burtech Pipeline, Inc.	Encinitas	① 4,230,000
2. VIDMAR, Inc.	South El Monte	4,807,188
3. CCL Contracting, Inc.	Escondido	4,748,412
4. GRFCO, Inc.	Brea	5,693,153
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EXHIBIT B

SOUTH OCEANSIDE WATERLINE REPLACEMENT (908125800712)
March 17, 2015 Bid Results

Item	Description	Engineer's Estimate				Burtech Pipeline Inc.			CCL Contracting, Inc.			Vido Artukovich & Son Inc./Vidmar, Inc. A JV			GRFCO, Inc.		
		Estimated Quantity	Unit	Unit Price	Extended Amount	Unit Price	Extended Amount	Notes	Unit Price	Extended Amount	Notes	Unit Price	Extended Amount	Notes	Unit Price	Extended Amount	Notes
1	Mobilization, Demobilization, Bonding, and Insurance	1	LS	LS	$ 241,000	LS	$ 255,870		LS	$ 144,000		LS	$ 175,000		LS	$ 30,000	
2	Excavation Support System	1	LS	LS	$ 28,000	LS	$ 60,000		LS	$ 14,000		LS	$ 200,000		LS	$ 750,000	
3	Traffic Control	1	LS	LS	$ 45,000	LS	$ 125,000		LS	$ 7,000		LS	$ 100,000		LS	$ 50,000	
4	Temp Erosion Control/Storm Water Pollution Prevention Plan (SWPPP)	1	LS	LS	$ 15,000	LS	$ 15,000		LS	$ 8,000		LS	$ 25,000		LS	$ 5,000	
5	Pothole Utilities	1	LS	LS	$ 93,000	LS	$ 50,000		LS	$ 43,000		LS	$ 125,000		LS	$ 15,000	
6	Construct New 8-inch C900 PVC Waterlines	7373	LF	$ 135	$ 995,355	$ 116	$ 855,268		$ 158	$ 1,164,934		$ 145	$ 1,069,085		$ 195	$ 1,437,735	
7	Construct New 8-inch Class 150 Valve	18	EA	$ 4,400	$ 79,200	$ 3,000	$ 54,000		$ 2,000	$ 36,000		$ 2,500	$ 45,000		$ 2,000	$ 36,000	
8	Install New Fire Hydrant Assembly	27	EA	$ 7,150	$ 193,050	$ 7,000	$ 189,000		$ 7,900	$ 213,300		$ 5,000	$ 135,000		$ 4,000	$ 108,000	
9	Install New Water Service	196	EA	$ 1,750	$ 343,000	$ 2,000	$ 392,000		$ 1,775	$ 347,900		$ 1,000	$ 196,000		$ 1,500	$ 294,000	
10	Plug and Abandon Existing Waterline in Place	22	EA	$ 550	$ 12,100	$ 500	$ 11,000		$ 400	$ 8,800		$ 500	$ 11,000		$ 1,000	$ 22,000	
11	Install Asphalt Cement Paving	705	CY	$ 440	$ 310,200	$ 600	$ 423,000		$ 160	$ 112,800		$ 140	$ 98,700		$ 200	$ 141,000	
12	Install Class 2 Aggregate Base	750	CY	$ 220	$ 165,000	$ 36	$ 27,000		$ 40	$ 30,000		$ 40	$ 30,000		$ 50	$ 37,500	
13	Replace Pavement Markings and Striping	1	LS	LS	$ 20,000	LS	$ 30,000		LS	$ 8,800		LS	$ 25,000		LS	$ 5,000	
14	Site Restoration	1	LS	LS	$ 25,000	LS	$ 20,000		LS	$ 3,300		LS	$ 25,000		LS	$ 2,000	
15	Surveying of New Facilities	1	LS	LS	$ 16,000	LS	$ 25,000		LS	$ 20,000		LS	$ 25,000		LS	$ 2,000	
16	Reroute Water Service on Private Property (1106 Whaley St)	1	LS	LS	$ 5,000	LS	$ 30,000		LS	$ 23,000		LS	$ 15,000		LS	$ 3,000	
17	Reroute Water Service on Private Property (1120 Whaley St)	1	LS	LS	$ 3,630	LS	$ 6,000		LS	$ 15,000		LS	$ 8,000		LS	$ 3,000	
18	Reroute Water Service on Private Property (1641 Stewart St)	1	LS	LS	$ 2,420	LS	$ 8,000		LS	$ 15,000		LS	$ 7,500		LS	$ 5,000	
19	Reroute Water Service on Private Property (1633 Stewart St)	1	LS	LS	$ 3,190	LS	$ 10,000		LS	$ 15,000		LS	$ 8,000		LS	$ 5,000	
20	Reroute Water Service on Private Property (1625 Stewart St)	1	LS	LS	$ 4,290	LS	$ 10,100		LS	$ 15,500		LS	$ 8,000		LS	$ 5,000	
21	Reroute Water Service on Private Property (1617 Stewart St)	1	LS	LS	$ 3,960	LS	$ 12,000		LS	$ 16,000		LS	$ 9,000		LS	$ 5,000	
22	Reroute Water Service on Private Property (1609 Stewart St)	1	LS	LS	$ 3,850	LS	$ 11,000		LS	$ 15,700		LS	$ 8,000		LS	$ 5,000	
23	Reroute Water Service on Private Property (1601 Stewart St)	1	LS	LS	$ 2,520	LS	$ 7,800		LS	$ 15,000		LS	$ 7,500		LS	$ 5,000	
24	Sewer Lateral Relocation	26	EA	$ 1,750	$ 45,500	$ 2,500	$ 65,000		100	$ 2,600		$ 1,500	$ 39,000		$ 2,000	$ 52,000	
25	Recessed Trench Plating	1	LS	LS	$ 20,000	LS	$ 40,000		LS	$ 12,700		LS	$ 15,000		LS	$ 5,000	
26	Groundwater Dewatering	1	LS	LS	$ 20,000	LS	$ 5,000		LS	$ 2,000		LS	$ 50,000		LS	$ 1,000	
27	Construct New 8-inch SDR35 PVC Sewer	5887	LF	$ 190	$ 1,118,530	$ 82	$ 482,734		253	$ 1,489,411		$ 260	$ 1,530,620		$ 295	$ 1,736,665	
28	Reconnect Existing Sewer Lateral	173	EA	$ 550	$ 95,150	$ 500	$ 86,500		500	$ 86,500		$ 700	$ 121,100		$ 1,200	$ 207,600	
29	Rehabilitate Existing Manhole	13	EA	$ 5,500	$ 71,500	$ 2,200	$ 28,600		4700	$ 61,100		$ 2,500	$ 32,500		$ 3,000	$ 39,000	
30	Construct New 4' Diameter Manhole	19	EA	$ 12,100	$ 229,900	$ 8,000	$ 152,000		3700	$ 70,300		$ 4,000	$ 76,000		$ 7,000	$ 133,000	
31	Manhole Lining	289	VF	$ 715	$ 206,635	$ 180	$ 52,020		170	$ 49,130		$ 150	$ 43,350		$ 200	$ 57,800	
32	Full Width 2-inch AC Overlay	1496	CY	$ 440	$ 658,240	$ 300	$ 448,800		229	$ 342,584		$ 218	$ 326,128	(a)	$ 200	$ 299,200	
33	Full Width 2-inch Grind and Pavement Removal	8551	SY	$ 10	$ 85,510	$ 8	$ 68,408		3	$ 25,653		$ 3	$ 25,653		$ 3	$ 25,653	
34	Replace in Place Existing Cross Gutter	12	EA	$ 1,650	$ 19,800	$ 4,200	$ 50,400		10800	$ 129,600		$ 3,000	$ 36,000		$ 3,000	$ 36,000	
35	Replace in Place Existing Survey Monument	2	EA	$ 2,200	$ 4,400	$ 1,000	$ 2,000		900	$ 1,800		$ 3,000	$ 6,000		$ 2,000	$ 4,000	
36	Nevada Street Sewer Abandonment	1	LS	LS	$ 14,400	LS	$ 6,500		LS	$ 13,000		LS	$ 10,000		LS	$ 3,000	
37	Edge Grind and Raise Utilities to Grade	1	LS	LS	$ 82,500	LS	$ 15,000		LS	$ 70,000		LS	$ 40,000		LS	$ 22,000	
38	Contingency	Stipulated		$ 100,000	$ 100,000	$ 100,000	$ 100,000		$ 100,000	$ 100,000		$ 100,000	$ 100,000		$ 100,000	$ 100,000	
	Total Bid Amount				**$ 5,381,830**		**$ 4,230,000**			**$ 4,748,412**			**$ 4,807,136**	(b)		**$ 5,693,153**	
	Percent of Engineer's Estimate						78.60%			88.23%			89.32%			105.78%	

NOTES:

(a)	Vido Artukovich & Son Inc./Vidmar, Inc. A JV listed Bid Extended Amount	$ 326,180
(b)	Vido Artukovich & Son Inc./Vidmar, Inc. A JV Total Bid Amount	$ 4,807,188

RANKING		Apparent Low Bidder	2nd	3rd	4th
LISTED SUBCONTRACTORS					
Items					
6	Construct New 8-inch C900 PVC Waterlines		All American Asphalt - AC Grind & Overlay Land Survey Consultants, Inc. - Survey	Land Survey Consultants, Inc. - Survey	
27	Construct New 8-inch SDR35 PVC Sewer	Nuline Technologies LLC - CCTV	Land Survey Consultants, Inc. - Survey	Land Survey Consultants, Inc. - Survey	
29	Rehab Manholes	Nuline Technologies LLC - MH Rehab	Zebron - MH Rehab	Zebron - MH Rehab	Sancon Tech, Inc. - MH Rehab & Lining
30	Construct New 4' Diameter Manholes	Old Castle Precast - MH			
31	Manhole Lining	Nuline Technologies LLC - MH Lining	Zebron - MH Lining	Zebron - MH Lining	Sancon Tech, Inc. - MH Rehab & Lining
32 & 33	Full Width AC Overlay/Full Width Grind or Pavement Removal	Rap Engineering - AC Grind and Overlay	All American Asphalt - AC Grind & Overlay	All American Asphalt - AC Grind & Overlay	
37	Edge Grind and Raise Utilities to Grade		All American Asphalt - AC Grind & Overlay		
Addendum No. 1 Acknowledged		Yes	Yes	Yes	Yes

EXHIBIT C

Consultant	Address	City	State	Zip	First	Last
Aecom	401 W A Street	San Diego	CA	92101	Jeff	Endersby
Infrastructure Engineering Corporation	301 Mission Avenue, Suite 202	Oceanside	CA	92054	Rob	Weber
Kleinfelder	9968 Hibert Street, 2nd Floor	San Diego	CA	92131	Hank	Gentile
NV5	15070 Avenue of Science, Suite 100	San Digeo	CA	92128	Julian	Palacios
Tetra Tech	P.O. Box 5088	Oceanside	CA	92052	Howard	Arnold
Dudek	605 Third Street	Encinitas	CA	92024	Cheryl	Gunther
CH2M Hill	402 West Broadway, Suite 1450	San Diego	CA	92101	Paul	Johnson
Gillis + Panic hapan Architects, Inc.	2900 Bristol Street, Suite G-205	Costa Mesa	CA	92626	Vic	Nguyen
Harris & Associates	750 B Street, Suite 1800	San Diego	CA	92101	Javier	Saunders
Moffatt & Nichol	1660 Hotel Circle North, Suite 500	San Diego	CA	92108	Victor	Tirado
RBF Consulting	9755 Clairemont Mesa Boulevard	San Diego	CA	92124	John	Harris
SA Associates	1130 W. Huntington Drive, Unit 12	Arcadia	CA	91007	Shahnawaz	Ahmad
Carollo Engineers	615 South Tremont Street	Oceanside	CA	92054	Jeff	Thornbury
Parc Civil	301 Mission Avenue, Suite 202a	Oceanside	CA	92054	Amy	Czajkowski
RMC Water and Environmental	603 Seagaze Drive, #125	Oceanside	CA	92054	Scott	Goldman

EXHIBIT D

CITY OF OCEANSIDE

PROFESSIONAL SERVICES AGREEMENT

PROJECT: SOUTH OCEANSIDE WATERLINE REPLACEMENT PROJECT - ENGINEERING CONSTRUCTION SUPPORT, CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES – [908125800712]

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 perform engineering construction support, construction management and inspection services as more particularly described in the CONSULTANT'S proposal dated February 10, 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
Automobile Liability Insurance	$ 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 $200,925.

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 until project completion.

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.

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

By: Rob Weld President
Name/Title

Date: 2/20/2015

By: Vi Am / Secretary
Name/Title

Date: 2/20/2015

01-0617154
Employer ID No.

CITY OF OCEANSIDE

By: _____
Michelle Skaggs Lawrence
Interim City Manager

Date: _____

APPROVED AS TO FORM:

Barbara Hamilton, ASST.
City Attorney

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 docement, 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. 20, 2015 (*Date*) before me, NANCY M. CARLISLE, NOTARY PUBLIC (*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*)

NANCY M. CARLISLE
Commission # 2070255
Notary Public - California
San Diego County
My Comm. Expires Jun 2, 2018

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: _____

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☐ 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: _____

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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. 20 2015 (Date) before me, NANCY M. CARLISLE, NOTARY PUBLIC (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/~~the~~y 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)

NANCY M. CARLISLE
Commission # 2070255
Notary Public - California
San Diego County
My Comm. Expires Jun 2, 2018

Place Notary Seal Above

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

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February 10, 2015

Mr. Greg Keppler
Water/Wastewater Project Manager
City of Oceanside
Water Utilities Department
300 North Coast Highway
Oceanside, CA 92054

Reference: **Proposal to Perform Engineering Construction Support Services and Construction Management and Inspection Services for the South Oceanside Waterline Replacement Project**
Contract No. (908125800712)

Dear Mr. Keppler:

It has been our pleasure to assist the City with the South Oceanside Watermain Replacement Project. This letter provides a scope of services and fee for additional services to provide the City with construction support services and construction inspection services. IEC would like to propose Mr. Danny Robinson, Senior Construction Inspector as the general site inspector/resident engineer. The services requested under this amendment supplement, and do not overlap with, services authorized under the original scope. IEC would like to propose Mr. Danny Robinson, Senior Construction Inspector as the general site inspector/resident engineer. The following scope of work proposed is possibly including, but not limited to, the following:

SCOPE OF SERVICES:

Presented below is IEC's proposed Detailed Scope of Work to be provided based on our understanding of the project requirements. IEC has assembled a comprehensive and 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 – Construction Phase Services

Task 1.1 – 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 any additional relevant 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 1.2 – Construction Administration

A. *Pre-Construction Kickoff Meeting*
IEC will prepare an agenda for, attend, and prepare meeting minutes for the pre-construction kickoff meeting.

B. *Construction Progress Meetings*
Mr. Robinson will 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, distribute the minutes to the attendees. IEC has included scope for Ms. Fagnant to attend up to three progress/field meetings and three hours of coordination for Mr. Weber in regards to issues arising from progress/field meetings.

C. *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, by-pass plans, and traffic control plan. A documentation tracking procedure will be developed to track the distribution of these documents.

D. *Shop Drawings and Submittal Reviews*
Coordinate submittal review and approval. IEC will be responsible for processing and monitoring the status of submittals. Mr. Robinson 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 staff. IEC has included scope to review up to 25 submittals by design staff. Submittals of a general nature will be reviewed and processed by the CM team at the City's request. Mr. Robinson 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.

E. *Plans and Specifications Interpretation (RFI Processing)*
Review and respond to contractor RFIs 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 the design team for response and approval. IEC has included scope to review up to 6 RFIs by design staff

F. *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.

G. *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 1.3 – Construction Inspection Services

A. *Daily Construction Monitoring*
Provide 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.

Task 2.1 – 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 2.2 – Final Project Documents

Within 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:

IEC is pleased to present this estimated fee for Construction Inspection Services for the South Oceanside Waterline Project. Our estimated not to exceed fee for the proposed scope of work is $200,925 (Two Hundred Thousand, Nine Hundred Twenty Five Dollars). This fee has been developed with the understanding that the City intends to utilize Mr. Danny Robinson for approximately 1410 hours at the rate of $130.00/HR, Mr. Weber at approximately 18 hours at the rate of $180/HR, Ms. Fagnant at approximately 79 hours at the rate of $135/HR, an Engineer I/CAD I Designer at approximately 24 hours at $105/HR, a CM coordinator at approximately 10 hours at $90/HR, and $300 in direct costs as presented in the attached Rate Sheet.

The fee for this project will be billed on a "Time and Materials" basis, however the initial agreed on budget will not be exceeded without prior negotiation with the City. Should the construction schedule be extended, or should IEC be requested to provide additional services, IEC will need to negotiate additional budget with the City.

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

Sincerely,

Robert S. Weber, PE
Senior Project Manager

Scott Adamson, PE
Construction Services 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.