



DATE: May 6, 2015

TO: Honorable Mayor and City Councilmembers

FROM: Water Utilities Department

SUBJECT: **APPROVAL OF AMENDMENT 2 TO PROFESSIONAL SERVICES AGREEMENT WITH INFRASTRUCTURE ENGINEERING CORPORATION FOR ON-CALL WATER AND WASTEWATER ENGINEERING TECHNICAL SERVICES**

SYNOPSIS

Staff and the Utilities Commission recommend that the City Council approve Amendment 2 in an amount not to exceed \$375,000 to a Professional Services Agreement with Infrastructure Engineering Corporation of Oceanside for on-call water and wastewater engineering and technical services; and authorize the City Manager to execute the amendment.

BACKGROUND

During the year, the Department contracts for various technical services. Typically, separate smaller contracts are issued for each task and the contract may be amended several times to allow for the additional work. A cost effective means to accomplish the contracting is to issue one larger contract for as-needed services. The contract also allows for the Department to effectively work through peaks in workload without hiring City staff.

ANALYSIS

Multiple firms were originally evaluated and selected based on their technical skills, capabilities, experience, knowledge of the City's existing facilities, and competence within the industry. One of these firms, Infrastructure Engineering Corporation, provides on-call engineering and technical services. The Department has determined that the services of this firm will continue to be needed beyond the end of the current fiscal year, and therefore is requesting an amendment to the existing Professional Services Agreement. The amendment will extend engineering and technical services through the end of the current fiscal year, as well as into Fiscal Year 15-16.

The on-call services consist of assistance with the CIP and Regulatory Compliance programs for the Department. These services include daily interactions with staff, consultants, regulatory agencies and contractors.

FISCAL IMPACT

The total cost for Amendment 2 is \$375,000. For FY 14/15 \$75,000 will be charged equally to four active CIP Projects: San Luis Rey WWTP Major Improvements (909125500722) available balance \$2,110,403; La Salina WWTP Upgrades (909122700722) available balance \$1,573,071; Weese Plant Improvements (908125400712) available balance \$4,985,777; and Desalter Major Improvements (908125600712) available balance \$3,879,629. When the FY 15/16 budget is approved by Council, \$300,000 will be charged equally to the same four CIP Projects. Water Sales and Water Meter Charges, deposited under account 1711.4471.0001 and 1711.4471.0003 respectively, are the funding sources for water. Sewer Service and Sewer Flow Fees, deposited under account 1721.4476.0001 and 1721.4476.0002 respectively, are the funding sources for sewer. There is sufficient budget in each project to accommodate this amendment.

CITY ATTORNEY'S ANALYSIS

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

INSURANCE REQUIREMENTS

The City's standard insurance requirements will be met.

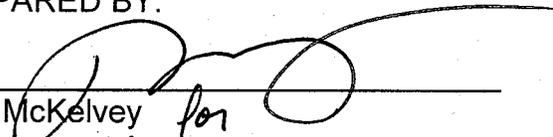
COMMISSION OR COMMITTEE REPORT

The Utilities Commission will receive an update at its regularly scheduled meeting on May 19, 2015.

RECOMMENDATION

Staff and the Utilities Commission recommend that the City Council approve Amendment 2 in an amount not to exceed \$375,000 to a Professional Services Agreement with Infrastructure Engineering Corporation of Oceanside for on-call water and wastewater engineering and technical services; and authorize the City Manager to execute the amendment.

PREPARED BY:



John McKelvey *for*
Management Analyst

SUBMITTED BY:



Michelle Skaggs Lawrence
Interim City Manager

REVIEWED BY:

Peter Weiss, Assistant City Manager



Jason Dafforn, Interim Water Utilities Director



Jane M. McPherson, Interim Financial Services Director

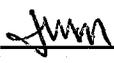


Exhibit A – Amendment 2

CITY OF OCEANSIDE
AMENDMENT 2 TO
PROFESSIONAL SERVICES AGREEMENT

**PROJECT: ON-CALL WATER AND WASTEWATER ENGINEERING
SERVICES – 750771712 & 800812722**

**THIS AMENDMENT TO PROFESSIONAL SERVICES
AGREEMENT** (hereinafter “Amendment”) is made and entered this ____ day of _____ 2015, by and between the City of Oceanside, a municipal corporation, hereinafter designated as “CITY”, and INFRASTRUCTURE ENGINEERING CORPORATION, hereinafter designated as “CONSULTANT”.

RECITALS

WHEREAS, CITY and CONSULTANT are parties to that certain Professional Services Agreement dated September 19, 2012, and Amendment 1 thereto, dated March 5, 2014, hereinafter referred to as the “Agreement”, wherein CONSULTANT agreed to provide certain services to the CITY as set forth therein;

WHEREAS, the parties desire to amend the Agreement to provide for changes and/or modifications to Section 1, Scope of Work; and Section 7, Compensation.

AMENDMENT

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

1. Section 1, Scope of Work, shall be amended to reflect and include additional engineering services as described in the proposal dated April 9, 2015, attached hereto and incorporated.
2. Section 8, Compensation, shall be amended to reflect that all work performed in accordance with the Agreement, shall not exceed the total contract price of \$565,400.
3. Except as expressly set forth in this Amendment, the Agreement shall remain in full force and effect and is hereby ratified and reaffirmed.

SIGNATURES. The individuals executing this Amendment represent and warrant that they have the right, power, legal capacity and authority to enter into and to execute this Amendment on behalf of the respective legal entities of the CONSULTANT and the CITY.

IN WITNESS WHEREOF, the parties hereto being duly authorized on behalf of their respective entities to execute this Amendment, do hereby agree to the covenants contained in the Agreement, including this Amendment and have caused this Amendment to be executed by setting hereunto their signatures this _____ day of _____, 2015.

INFRASTRUCTURE ENGINEERING CORPORATION

CITY OF OCEANSIDE

By: Robert S. Weber
Name/Title *Robert S. Weber*
President

By: _____
Michelle Skaggs Lawrence
City Manager

Date: 4/21/15

Date: _____

By: Vi An, Secretary
Name/Title

Date: 4/21/15

APPROVED AS TO FORM:

01-0617154
Employer ID No.

Antonia Hamilton, ASST.
City Attorney

NOTARY ACKNOWLEDGEMENTS 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

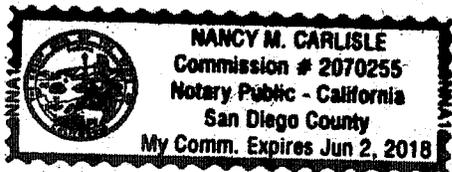
On APRIL 22 2015 before me, NANCY M. CARLISLE NOTARY PUBLIC
Date Here Insert Name and Title of the Officer

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.



Place Notary Seal Above

Signature: Nancy M. Carlisle
Signature of Notary Public

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

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

Capacity(ies) Claimed by Signer(s)

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

Signer Is Representing: _____ Signer Is Representing: _____

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**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT
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State of California

County of SAN DIEGO }

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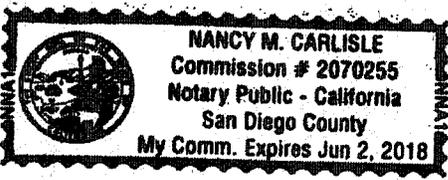
personally appeared VICKI E. SHAW
Name(s) of Signer(s)

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.

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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: _____

April 9, 2015

Mr. Jason Dafforn
Water Utilities Department Interim Director
City of Oceanside
300 North Coast Highway
Oceanside, CA 92054

Subject: Proposal to extend On-Call Services

Dear Mr. Dafforn:

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

IEC proposes to provide on-call water and wastewater engineering services for the City of Oceanside. The services could include, but are not limited to, planning, design, operations assistance, or regulatory assistance depending on the City's needs.

At this time we understand the two primary tasks will be to provide staff extension services of Ms. Shawnele Morelos who will work on-site at the City's offices on a variety of engineering tasks at the direction of the City, and Ms. Jane Costello, P.E. who will provide regulatory compliance assistance.

Staff Extension

Task 1 – Staff Extension Services

Services shall consist of:

- Assistance to the City Project Manager with management of new and ongoing Water Utilities Department projects.
- Civil engineering design as directed by the City
- Calculations
- Quantity take offs
- Submittal reviews
- Schedule review and maintenance
- Other tasks as directed by the City Project Manager

Regulatory Compliance

Services shall consist of assisting the City with Regulatory Compliance tasks initially as well as update and define the overall framework of the City's Regulatory Compliance Program. IEC met with City staff to discuss wastewater and recycled water, biosolids and pretreatment; as well as potable water, the risk management plan for chlorine safety, the Consumer Confidence Report and hazardous storage plans. Several tasks were identified for which the City needs assistance immediately, including the biosolids program reporting and the wastewater pretreatment program. In addition, IEC will support the City in gathering and generating pertinent information

for the five-year renewal of the WDR/NPDES due in 2016. IEC will also update the existing comprehensive spreadsheet summarizing the reporting requirements for regulatory compliance and help identify the initial framework for an overall regulatory compliance program for the City.

Task 2 – Data Collection and Review

IEC will review the data received from the City for wastewater, recycled water, potable water, chlorine safety, air, and hazardous material storage. We will communicate with plant supervisors and other City staff to ensure a complete understanding of the current status of compliance with applicable regulations.

Task 3 – Reporting Preparation Assistance

The City has requested direct assistance in reporting the requirements of the wastewater biosolids program according to the 503 Sludge Regulations. IEC will determine reporting requirements, assemble and analyze data and prepare required reports.

IEC will survey the Pretreatment Program as required under the City's Waste Discharge Rules and NPDES permits to determine the immediate reporting requirements. IEC will coordinate with the City's laboratory and field inspector to determine the status of the program. We will compile and submit any annual, semiannual quarterly or other reports as required. We will also support the City in making any required communications with particular industrial dischargers or with regulatory authorities.

IEC will review the requirements for the five-year WDR/NPDES permit renewal. We will coordinate with City staff to gather data, initiate required testing, document historic performance and develop a description of future plant processes and product waters for the San Luis Rey Water Reclamation Facility (SLRWRF).

Reports Completed by IEC:

Biosolids Reports
Pretreatment Program Reports

Permit Coordination and Assembly by IEC:

Hazardous Material Storage Business Plans
Air Quality Permits

Permits to be analyzed for Requirements:

NPDES Permit Renewal
Potable Water Reports

IEC will also facilitate the process of obtaining access to regulatory reporting sites such as the CIWQS and ensure that a Master Administrator is identified for the City.

Mr. Jason Dafforn
City of Oceanside
April 9, 2015
Page 3 of 3

Task 4 – Regulatory Program Framework Development

IEC will update the existing comprehensive spreadsheet, which outlines the required regulatory reports and their due dates. In working with City staff we will assess and document any gaps in coordination among staff, management, regulators, customers and industries. We will prepare a memorandum summarizing a framework for an overall Regulatory Compliance Program that will aid the City in future permitting cycles.

Task 5 – Project Management and Administration

IEC will provide overall project management and administration for the duration of the project for fulfillment of the scope within schedule and budget. Project management will include the management of budget, monthly invoicing, monthly progress reports and meeting with City staff on progress. In particular, we will hold up to two meetings with City Management Staff to discuss project progress. We have scoped an additional two meetings to discuss the required preparations for renewal of the NPDES permit with specific emphasis on the addition of various recycled water products and users. Agendas and minutes shall be submitted to the City two working days prior to/after said meetings.

Based on the prior rate of expenditures we suggest a total budget of \$375,000 be established to fund the Staff Extension work (Task 1) from April 2015 through June 30, 2016 and the Regulatory Compliance work (Tasks 2 through 5) through June 2016. Billings would be based on the attached rate schedule.

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

Sincerely,



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



4/1/2015 – 6/30/2016
HOURLY CHARGE RATE AND
EXPENSE REIMBURSEMENT SCHEDULE
City of Oceanside
On-Call Services

Professional

Engineering Intern/Technician	\$ 70
CADD Designer I/Engineer I	\$110
Graphic Designer	\$115
CADD Designer II/Engineer II	\$125
CADD Designer III/Engineer III	\$135
Designer/Project Engineer.....	\$145
Senior Project Engineer	\$165
Senior Project Engineer Planning & IS.	\$180
Project Manager	\$185
Senior Project Manager.....	\$195
Principal	\$205
Principal Planning & IS.....	\$205

Surveying

Principal Surveyor.....	\$155
Project Surveyor	\$135
Field – 2 Man Crew	\$175
Office-Survey Drafting	\$135

Administrative

Administrative Clerk	\$ 70
Word Processor/Admin Support	\$ 90

Environmental

Intern/Technician	\$ 70
Env Specialist I/Project Coord I.....	\$110
Technical Editor	\$100
Lead Technical Editor.....	\$120
Graphic Artist.....	\$115
Env Specialist II/Project Coord II.....	\$125
Env Specialist III/Project Coord III.....	\$135
Project Manager I	\$145
Project Manager II	\$155
Senior Technical Staff.	\$165
Senior Project Manager.....	\$195
Principal	\$205

***Construction**

Construction Inspector	\$120
Senior Construction Inspector.....	\$135
Resident Engineer.....	\$150
Construction Manager.....	\$170
Sr. Construction Manager.....	\$185
CM Coordinator	\$110
Asst CM Coordinator	\$ 90

Flow Monitoring

Field Tech I.....	\$ 70
Field Tech II.....	\$ 90
Field Tech III.....	\$100
Field Supervisor	\$110
Field Operations Manager	\$135
Project/Data Manager.....	\$145

* 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.

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.

Sub-consultants will be billed at cost plus 5% unless specified otherwise in the agreement.