

*STAFF REPORT**CITY OF OCEANSIDE*

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DATE: May 6, 2015

TO: Honorable Mayor and City Councilmembers

FROM: Water Utilities Department

SUBJECT: **AWARD OF CONTRACT FOR THE CONSTRUCTION OF THE RECYCLED WATER SYSTEM PIPELINE CONVERSION AND RECYCLED WATER PIPELINES PROJECT; AND APPROVAL OF A PROFESSIONAL SERVICES AGREEMENT FOR INSPECTION AND CONSTRUCTION MANAGEMENT SERVICES**

**SYNOPSIS**

Staff recommends that the City Council award a contract in an amount not to exceed \$988,347 to Ferreira Construction Co. Inc. dba Ferreira Coastal Construction Co. of Chino, for the Recycled Water System Pipeline Conversion and Recycled Water Pipelines Project; approve a Professional Services Agreement with Infrastructure Engineering Corporation of Oceanside in an amount not to exceed \$87,100 for inspection and construction management services during construction; and authorize the City Manager to execute the agreements upon receipt of all supporting documents.

**BACKGROUND**

As part of the El Corazon Recycled Water System, the existing 10-inch brine line will be converted to a recycled water pipeline. Staff estimates as part of this recycled water conversion, the pipeline will be isolated from all other connections between the San Luis Rey Water Reclamation Facility and the ocean outfall, as well as adding an additional 4,400 linear feet (LF) of new 10-inch pipeline to deliver recycled water to Goat Hill Golf Course (Center City Golf Course) and the El Corazon Sports Complex (Exhibit A).

This recycled water pipeline conversion will provide the infrastructure required to deliver recycled water to these large water users, reducing the potable water demand. This conversion project along with other future recycled water projects will provide the infrastructure necessary for distributing recycled water resources to the City, ultimately decreasing the potable water demand the use of potable water for irrigation.

**ANALYSIS**

The City Council authorized the City Engineer to call for bids on January 7, 2015. On March 31, 2015, three bids were received and publicly opened for the project. The apparent low bidder is Ferreira Construction Co. Inc. dba Ferreira Coastal Construction Co. of Chino, with a bid in the amount of \$988,347 (Exhibit B). Staff has reviewed the

bid documents submitted by Ferreira Construction Co. Inc. dba Ferreira Coastal Construction Co. and find that its bid, bid bond, and references are in accordance with City standards.

To properly manage this 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 (Exhibit C) to provide construction management and inspection services. 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.

On December 9, 2014, five proposals were received by the Water Utilities Department. In accordance with the City's procedure, a panel was selected to evaluate the proposals. The panel unanimously recommended that Infrastructure Engineering Corporation of Oceanside be selected to provide the construction management and inspection services (Exhibit D). Inspection and construction management support services include coordinating the construction management of submittals and requests for information, scheduling, coordination, etc. with City personnel throughout the duration of the project.

#### **FISCAL IMPACT**

The adopted FY 14/15 budget for the El Corazon Recycled Water System account 908129900715 is \$2,000,000. The construction contract price is \$988,347 and the inspection and construction management contract is \$87,100 for a combined total of \$1,075,447; therefore, sufficient funds are available. The funding source for this project is primarily Developer Fees for Water System Expansion, account 1715.4427.0001.

#### **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 January 7, 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 \$988,347 to Ferreira Construction Co. Inc. dba Ferreira Coastal Construction Co. of Chino, for the Recycled Water System Pipeline Conversion & Recycled Water Pipelines Project; approve a Professional Services Agreement with Infrastructure Engineering Corporation of Oceanside in an amount not to exceed \$87,100 for inspection and construction management services during construction; 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 O. Smith, City Engineer

  
\_\_\_\_\_

Jane M. McPherson, Interim Financial Services Director

  
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- Exhibit A: Site Map
- Exhibit B: Bid Tabulation
- Exhibit C: Consultant Mailing List
- Exhibit D: Consultant Rating Form
- Exhibit E: Professional Services Agreement

Exhibit A - Pipeline Locations for the Recycled Water System -  
Pipeline Conversion & Recycled Water Pipelines Project  
PN 908129900715



### BID TABULATION

PROJECT NO.:	908129900715	ENGINEER'S ESTIMATE  \$1.0 - 1.25 MILLION
PROJECT NAME:	RECYCLED WATER SYSTEM PIPELINE OCNVERSION & RECYCLED WATER PIPELINES PROJECT	
PROJECT MANAGER	AMY CZAJKOWSKI	
BID DATE:	MARCH 31, 2015	
<b>BIDDER:</b>	<b>ADDRESS:</b>	<b>BID AMOUNT:</b>
1. Transtar Pipeline, Inc.	San Diego	\$1,086,775
2. Ferreira Construction	Chino	\$988,347
3. Shaw Equipment Rentals, Inc.	San Marcos	\$ 1,082,561.30
4.		
5.		
6.		
7.		
8.		
9.		
10.		
11.		
12.		
13.		

CONSTRUCTION MANAGEMENT SERVICES  
REQUEST FOR PROPOSALS MAILING LIST

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 Diego	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 + Panichian 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

CONSULTANT PROPOSAL - RATING FORM

NAME OF FIRM: A) NV5 B) Tetra Tech C) Harris & Associates; D) Dudek; E) IEC

DATE: 12/23/2014

PROJECT: Construction Management & Inspection Services

PROJECT NO.: \_\_\_\_\_

ITEM	POINTS	CONSULTANT'S RATING				
		A	B	C	D	E
<b>I. QUALIFICATIONS OF FIRM AND MEMBERS</b>						
A. Specialized expertise of members	15	12	14	12	12	13
B. Adequacy of staff and resources.	15	15	15	13	15	15
<b>II. PERFORMANCE OF WORK SIMILAR IN CHARACTER</b>						
A. Comparable work (local area preferred).	10	8	10	8	8	10
B. Proposal submitted by Oceanside firm.	6	0	0	0	0	6
C. Proposal included an Oceanside firm as part of a consulting team.	4	0	0	0	0	0
D. Additional points based on abilities, qualifications, and commitment of Oceanside firm.	5	0	0	0	0	5
<b>III. ABILITY TO PROVIDE SERVICES</b>						
A. Ability to complete job on time.	10	10	10	10	10	10
<b>IV. QUALITY OF PROPOSAL</b>						
A. Satisfactorily address all objectives.	10	10	10	8	8	10
B. Provide additional amplifying information.	5	5	5	5	5	5
C. Presentation, clarity, neatness.	5	5	5	5	5	5
<b>V. WORK PERFORMANCE FOR THE CITY</b>						
A. No work in past 12 months.	10	0	0	10	0	0
B. Work in past 12 months - deductions based on Contract amount.		6	4	0	7	2
<b>VI. PRICE</b>						
A. Overall cost.	10	5	10	8	8	6
TOTALS:	105	76	83	79	78	87

RANKING:

- 1 IEC
- 2 Tetra Tech
- 3 Harris & Associates
- 4 Dudek
- 5 NV5

RATED BY:

Name/Title: Gary Bodman, Water/Wastewater Project Manager

Name/Title: \_\_\_\_\_

Name/Title: \_\_\_\_\_

Name/Title: \_\_\_\_\_

Date: 12/23/2014

## CITY OF OCEANSIDE

**PROFESSIONAL SERVICES AGREEMENT****PROJECT: RECYCLED WATER PIPELINE CONVERSION AND WATER PIPELINES PROJECT – CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES - 908129900715**

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 INCORPORATION, 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 as is more particularly described in the CONSULTANT'S proposal dated April 7, 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

RECYCLED WATER PIPELINE CONVERSION  
AND WATER PIPELINES PROJECT – CONSTRUCTION  
MANAGEMENT AND INSPECTION SERVICES – 908129900715

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.

RECYCLED WATER PIPELINE CONVERSION  
AND WATER PIPELINES PROJECT – CONSTRUCTION  
MANAGEMENT AND INSPECTION SERVICES – 908129900715

- 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

RECYCLED WATER PIPELINE CONVERSION  
AND WATER PIPELINES PROJECT – CONSTRUCTION  
MANAGEMENT AND INSPECTION SERVICES – 908129900715

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 \$87,100.  
  
No work shall be performed by CONSULTANT in excess of the total contract price without prior written approval of the City. CONSULTANT shall obtain approval by the City prior to performing any work that results in incidental expenses to CITY.
9. **TIMING REQUIREMENTS.** Time is of the essence in the performance of work under this Agreement and the timing requirements shall be strictly adhered to unless otherwise modified in writing. All work shall be completed in every detail to the satisfaction of the City within 180 calendar days from the notice to proceed.
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.

RECYCLED WATER PIPELINE CONVERSION  
AND WATER PIPELINES PROJECT – CONSTRUCTION  
MANAGEMENT AND INSPECTION SERVICES – 908129900715

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.

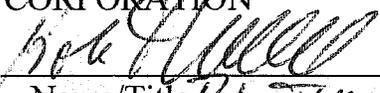
RECYCLED WATER PIPELINE CONVERSION  
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MANAGEMENT AND INSPECTION SERVICES – 908129900715

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  
CORPORATION

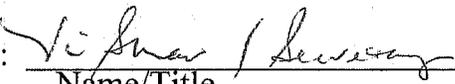
CITY OF OCEANSIDE

By:   
Name/Title Robert Tubber, President

By: \_\_\_\_\_  
Michelle Skaggs Lawrence  
Interim City Manager

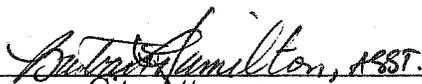
Date: 4/17/2015

Date: \_\_\_\_\_

By:   
Name/Title \_\_\_\_\_

APPROVED AS TO FORM:

Date: 4/17/15

  
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 APRIL 23, 2015 before me, NANCY M. CARLISLE, NOTARY PUBLIC  
Date Here Insert Name and Title of the Officer

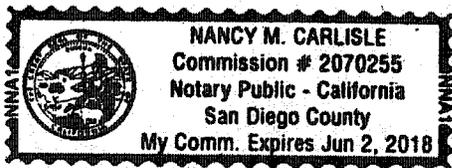
personally appeared ROBERT S. WEBER  
Name(s) of Signer(s)

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: \_\_\_\_\_

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

Signer's Name: \_\_\_\_\_

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

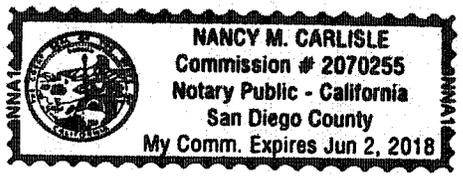
On APRIL 23, 2015 before me, NANCY M. CARLISLE, NOTARY PUBLIC  
Date Here Insert Name and Title of the Officer

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



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.

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**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: \_\_\_\_\_

## EXHIBIT A

Infrastructure Engineering Corporation

April 7, 2015

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

**Reference: Recycled Water Pipeline Conversion and Water Pipelines Project,  
Contract No. (908129900715)**

Dear Mr. Dafforn:

In accordance with your request, Infrastructure Engineering Corporation (IEC) is pleased to provide this proposal for the Recycled Water Pipeline Conversion and Water Pipelines Project. IEC would like to propose Mr. Danny Robinson as the senior construction inspector for this project. 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. *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.

### **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, by-pass 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 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 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 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 – Post-Construction Services

### 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 \$87,100.00 (Eighty Seven Thousand, One Hundred Dollars). This fee has been developed with the understanding that the City intends to utilize Mr. Danny Robinson for approximately 670 hours at the rate of \$130.00/HR as presented in the attached 2015 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,

Scott Adamson, PE  
Construction Services Manager