

February 10, 2020

**SUBJECT: LOWER 1 RECYCLED WATER CONVEYANCE SYSTEM CONSTRUCTION  
MANAGEMENT AND INSPECTION SERVICES REQUEST FOR PROPOSAL  
(908142215715)**

The City of Oceanside (City) is currently in the construction bidding and procurement process for the Lower 1 Recycled Water Conveyance System construction contract. The Lower 1 Recycled Water Conveyance System project is a transmission pipeline designed to convey recycled water from the City's tertiary treatment plant at the San Luis Rey Water Reclamation Facility (SLRWRF) to the south, replacing the current aging recycled water transmission main, as well as serving additional customers near the heart of the City. This project also includes construction of a portion of the transmission main for the new Pure Water Oceanside project, which will deliver advanced treated water from the Advanced Water Purification Facility (AWPF) south toward injection wells. This portion of the project (Pure Water pipeline) has its own, higher priority schedule than the remainder of the project, with separate liquidated damages associated with its interim milestone. Plans and specifications for the Lower 1 Recycled Water Conveyance System were prepared by NV5. Major items of work required to construct the Lower 1 Recycled Water Conveyance System include (1) trenched construction of both pipelines in the ROW with associated traffic control; (2) a river undercrossing of both the Recycled and Pure Water mains via Horizontal Direction Drilling (HDD); (3) multiple Bore & Jack crossings for the Recycled main; (4) connection of both pipelines to the Pure Water and Recycled Water mains near the SLRWRF; and (5) connection of the Recycled Water main to the former Fallbrook outfall line at the west end of Pala Rd., and to the existing recycled water main at Oceanside Blvd. Commensurate with the City's request for bids from Contractors, the City is soliciting proposals from qualified firms to provide construction management and inspection services to oversee construction the Lower 1 Recycled Water Conveyance System.

**The City of Oceanside Water Utilities Department is hereby requesting proposals for Construction Management and Inspection Services for the Lower 1 Recycled Water Conveyance System Project (908142215715).**

Consultants planning to respond to the RFP may review the available construction documents and reports on file at the Water Utilities Administration Office located at 300 North Coast Highway. The review of these documents will be on a first come, first served basis. Contact the Water Utilities Department at (760) 435-5800 or Mr. Philip Tunnell at 760-435-5848 to arrange an appointment. No copies of the construction documents or reports will be printed, nor made available for consultants' use outside of City offices until the Project has been awarded. All plans and addenda are available on the City's ebidboard website.

Attached to this solicitation is a copy of the City's Professional Services Agreement that the selected firm will be expected to execute. Included in the agreement are the conditions under

which the contract will be administered, along with the minimum insurance requirements. Should you have any objections to any portion of the agreement, your objections must be noted in the proposal at the time of submission. Also included for information is a copy of the form that will be used for evaluation. A completed vendor packet is required of any vendor to the City, and one will be provided in the event that the proposing firm is not a current vendor.

Proposals must be received in the office of the Water Utilities Administration Manager, City of Oceanside, 300 North Coast Highway, Oceanside, CA 92054 prior to 10:00 AM on March 3, 2020, to be eligible for further consideration. Should you have any questions regarding this Request for Proposal, please contact the Project Manager, Mr. Philip Tunnell, at 760-435-5848 or [ptunnell@oceansideca.org](mailto:ptunnell@oceansideca.org).

Sincerely,  
*Lindsay Leahy*  
Lindsay Leahy, PE  
Principal Water Engineer

Attachments:            Request for Proposal  
                                Professional Services Agreement  
                                Consultant Selection Form  
                                Lower 1 Recycled Water Conveyance System Contract - Division 0 (City  
                                Front Ends)  
                                Lower 1 Recycled Water Conveyance System Contract - Division 1  
                                (General)  
                                Project Mitigation, Monitoring, & Reporting Plan (MMRP)

Cc:     Philip Tunnell, Project Manager  
         Cari Dale, Water Utilities Director  
         File



***LOWER 1 RECYCLED WATER  
CONVEYANCE SYSTEM***

**PROJECT NO. 908142215715**

**CONSTRUCTION MANAGEMENT AND  
INSPECTION SERVICES REQUEST FOR  
PROPOSAL (RFP)**

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## **I. PROJECT BACKGROUND**

The City of Oceanside (City) has a water portfolio that includes imported water, local supplies extracted from the Mission Groundwater Basin (MGB), and recycled water (Title 22, tertiary treated) delivered to three customers in the City for irrigation purposes. City Council has set a goal for the City to have a 50% local water supply by 2030. To increase local water supplies and reduce reliability on imported water, the City is pursuing a multi-faceted expansion of its recycled water program including an IPR project aimed at recharging the MGB with advanced treated water from the San Luis Rey Water Reclamation Facility (SLRWRF), as well as expanding the conveyance / distribution system for the Title 22 recycled water used irrigation and other purposes in the City. The first phase of this distribution system expansion is known as the Lower 1 Recycled Water Conveyance System.

The City has completed final design of the Lower 1 Recycled Water Conveyance System. The Lower 1 Recycled Water Conveyance System Contract includes construction of 7.5 miles of trenched pipeline in City ROW, varying in size from 8" to 18", along with two compound curve Horizontal Directional Drilled (HDD) casings under the San Luis Rey River, multiple Bore & Jack segments, and all pipeline appurtenances and connections. Most of the piping will be a transmission main for the Title 22 / tertiary recycled water, which includes one of the HDD river crossings and the Bore & Jack segments. The contract also includes a portion of the 18" conveyance pipe for the Pure Water (IPR) project, which will cross the river through the second HDD casing.

The Pure Water IPR project, which is being constructed in parallel with the Lower 1 Recycled Water Conveyance System and has a very critical schedule, including restrictions connected with grant funding. Due to these critical schedule constraints, the portions of Pure Water piping in this contract (Lower 1 Recycled Water Conveyance System) have been separated into a separate bid schedule and assigned an interim milestone schedule with specific, separate liquidated damages from the overall project's completion schedule and LDs. This separate bid and construction schedule will allow the City to track all costs and construction details for the Pure Water pipe independently from the rest of the construction due to its high priority and potential impact to the City.

## **II. PROJECT OBJECTIVES**

The primary objective of the Lower 1 Recycled Water Conveyance System project is to construct high-quality transmission mains to reliably convey recycled water to an increasing number of customers, and for the purpose of recharging the Mission Groundwater Basin (Pure Water Project). In pursuit of this goal, the City has coordinated with planners, regulators, and design engineers on the project approach and design. Notwithstanding these efforts, the City is open to all suggestions to improve the project in conformance with this primary objective.

Supplementary objectives for the project include compliance with SB606, compliance with all terms of the City's Funding (including grants and loans), and procurement of construction and

CM / Inspection services in a manner that facilitates coordination with other project contracts. These supplementary objectives are further described below:

- The Pure Water IPR project shall be online by January 1, 2022, to qualify as an existing facility under SB606. In conjunction with this, the Pure Water piping in this (Lower 1 Recycled Water Conveyance System) Contract shall be constructed, tested, and functional on or before July 1, 2021 per the Interim Milestone Completion Date. Coordination is required with other Contracts, Contractors, and CM's to complete this requirement.
- Lower 1 Recycled Water Conveyance System contractors and consultants shall meet all requirements stipulated by anticipated funding sources (WIFIA Loans, IRWM Prop 1 Funding, Title XVI WIIN Grant Funding, and Municipal Bond Funding)

### **III. SCOPE OF WORK**

This request for proposal (RFP) has been issued specifically to solicit construction management and inspection services for the Lower 1 Recycled Water Conveyance System Contract. In general, the chosen firm shall ensure that the Project is constructed per the approved plans and specifications, provide management of the project schedule and budget, facilitate communication between the Contractor, the City, and the Engineer, and prepare and maintain or organize project control documentation. Construction documentation shall be maintained on the City's Virtual Project Management (VPM) tool, a web-based project management software, to which the City will provide access. Additional duties of the chosen firm shall include managing efforts described in Division 0 and Division 1 of the Contract Documents. These services are anticipated to include but are not limited to the following:

#### **Task 1: Coordination and Meeting Facilitation**

The chosen firm shall provide coordination and meeting facilitation including but not limited to the following:

##### **Task 1.1 - Coordination:**

The chosen firm shall act as the primary contact for the City and shall provide coordination between the City, Engineer, Contractor, Specialty Inspectors, Utilities (e.g. SDG&E), other jurisdictional agencies, and the public as appropriate. Coordination shall be required between all Pure Water related contracts / contractors, which includes up to four additional contracts, and includes mandatory monthly coordination meetings with all project representatives. Coordination shall include but not be limited to efforts identified in Specification Section 01005, 01039, and 01043.

##### **Task 1.2 - Meeting Facilitation:**

The chosen firm shall organize and conduct a preconstruction meeting, weekly progress meetings during construction, and as-needed meetings for the Project. For each meeting, the CM shall prepare an agenda for the meeting, document the meeting with minutes of the meeting, and distribute the meeting minutes to the Project team within 5 working days. Meeting facilitation shall include all elements listed in in Specification Section 01039.

## **Task 2: Contract Administration and Document Controls**

The chosen firm shall provide contract administration and document controls, including but not limited to the following:

### *Task 2.1 - Contract Administration:*

Create a physical filing system and implement procedures needed to fully document the Project. Create an electronic filing system that is identical to the physical filing system. All the key Project documents, including but not limited to submittals, RFIs, Change Orders, Potential Change Orders, Clarifications, Field Memos, Daily Inspection Reports, redlines, correspondence, and other documentation generated during the Project shall be available physically in the field trailer, electronically on the consultants computer or servers, as well as posted to VPM.

### *Task 2.2 - Monthly Progress Reports:*

Each month, the chosen firm shall issue a Project progress report. It shall summarize progress, schedule, issues and challenges, budget, confirm the CM has inspected the Contractor's as-builts, and any quality control issues and other relevant information. It shall be illustrated with photos and begin with an executive summary. Copies of all monthly reports shall be distributed to team members.

### *Task 2.3 - Document and Deliverable Tracking:*

The Chosen firm shall prepare a list of anticipated submittals, critical submittals, warranties, spare parts, and training for the Project to assist with tracking Project requirements. The critical submittal list shall be developed in coordination with the Contractor and set an anticipated and realistic schedule for critical submittal review by the Engineer. The chosen firm shall maintain logs to document the status of anticipated submittals, warranties, spare parts, trainings, and RFIs.

### *Task 2.4 - Procedures Manual:*

The chosen firm shall prepare a Project procedures manual outlining the standards and flow of Project documents. Include forms, filing system indexes and flowcharts to fully explain the Project administration procedures including which items of work require specialty inspection. The procedure manual shall be subject to City approval, and shall include working with the City to set up a web-based document control system (VPM). Following approval, the CM shall distribute the manual to all Project participants.

## **Task 3: Construction Management and Project Controls**

The chosen firm shall provide construction management and project controls including but not limited to the following:

### *Task 3.1 – Funding Requirement Compliance Monitoring*

The chosen firm shall track and document all requirements specific to project financing. Project financing includes requirements to comply with federal cross-cutters in addition to state requirements. These requirements are documented in Division 0 and include, but are not limited to, ensuring compliance with the Davis Bacon and Related Acts, American Iron



and Steel Provisions, Equal Employment Opportunity Compliance, Disadvantaged Business Enterprise (DBE) goals, and Environmental Compliance. The chosen firm shall document compliance with all funding provisions.

*Task 3.2 – Requests for Information (RFIs), Shop Drawings, and Submittal Review:*

The chosen firm shall log and review all incoming RFIs and submittals. Technical submittals shall be routed to the Engineer. Administrative submittals, including but not limited to the construction schedule, schedule of values, permits, SWPPP, easement documents, shall be reviewed by the chosen firm. All submittal responses shall be reviewed by the City prior to returning to the Contractor. The CM shall compare the submittals against the submittal review log to ensure that all required submittals have been accounted for and logged. Initial review shall be for completeness and compliance to contract administration procedures. The chosen firm shall discuss both RFI and shop drawing submittals with the design engineer of record and City, providing relevant information as to field conditions and schedule priorities to assist in facilitating the technical review.

The CM shall maintain a standing item on the biweekly progress meeting agenda to review and discuss all outstanding RFIs and submittals. Additionally, the CM shall review the Contractor's redlines at each progress meeting and track that RFIs and other information have been updated accordingly. Data shall be maintained of the speed in which RFIs and submittals are responded to so outstanding items are not permitted to impact the progress of the Project. All RFIs and shop drawing review responses shall be reviewed by the CM prior to returning them to the Contractor to ensure responses and comments comply with the construction contract.

*Task 3.3 - Baseline and Monthly Schedule Review:*

The CM shall perform all schedule tracking tasks for the Project using Microsoft Project and have the appropriate staff already trained and proficient in using the software. The Contractor for the Project will also be required to use Microsoft Project and have a Microsoft Project scheduler as a part of their team. The CM shall meet with the Contractor prior to the initial baseline schedule submittal to discuss the contract requirements and review in general the Contractor's intended work plan. Once the baseline schedule submittal has been received, the CM shall review and analyze it for contract compliance, viability, and to confirm the Project float has not been inappropriately impacted. Once the baseline schedule is approved, the CM shall review the monthly updates for changes to the accepted baseline schedule. Requests for time submitted by the Contractor shall also be reviewed for merit, and appropriate recommendations shall be made to the City. The monthly schedule update analysis shall be to determine effect and appropriateness of schedule revisions to the Critical Path in relation to base contract Work, delays caused by the General Contractor and Work added by change orders. The CM's findings shall be returned to the Contractor.

*Task 3.4 - Change Order Review and Documentation:*

The CM shall review all change order requests and associated documents for the validity, cost, and schedule impacts. Validity will be established on a case by case basis by comparison of the scope change request with the construction contract requirements and consultation with the City's Project Manager and the design engineer.

#### Task 3.5 - Progress Payment Review:

CM shall review Contractor's monthly progress payment requests for agreement with physical progress in the field and adjust the requests as necessary to include any special withholdings associated with non-compliant work. CM shall review the draft progress payments with the Contractor so any corrections can be made before formal submission. As part of the progress payment review process, the CM shall review the Contractor's as-builts, any required traffic control plans, and required Storm Water Pollution Prevention Plan records to ensure they are up to date and fully compliant with the contract and permit requirements. The CM shall confirm with the City as part of the review process that the Contractor's required payroll records are correct and up to date.

#### Task 3.6 - Claims Avoidance and Analysis:

Throughout the Project the CM shall actively work to identify and to resolve disputes fairly, to keep work moving on schedule, and ultimately to achieve superior quality in the final product. Should a dispute occur the CM shall analyze the claim and work to resolve the dispute at the lowest level and at the earliest opportunity. The CM shall hold regular meetings to discuss outstanding dispute issues and to actively work toward the resolution.

#### Task 3.7 – Testing

The CM shall be responsible for reviewing the Contractor's test plan for pressure testing each segment of pipeline and enforcing adherence to the approved test plan.

#### Task 3.8 - Project Closeout:

The CM shall plan, coordinate, and facilitate the closeout process for the project including but not limited to deficiency list preparation, substantial completion, final completion, and filing of the notice of completion (NOC). For the Interim Construction Milestone work associated with the Pure Water piping, the Construction Manager shall be responsible for coordinating and facilitating all of these components except the NOC, as the NOC will only apply to the completion of the overall contract work. This work includes the Construction Manager performing all needed inspections associated with the punch listed work, coordinating site visits by permit agencies to obtain permit sign off, estimating the retainage for punch listed items, reviewing and organizing guarantees, certificates and warranties, ensuring that all permits have been signed off, and working with the City to ensure that all required contract items have been provided, all punch list items have been resolved, as-builts have been accepted and a NOC has been filed. The CM shall ensure that all responsible parties have signed warranties, guarantees, and equipment systems certifications so that they are properly in-force. Should there be any open disputes, the CM shall work with the Contractor and the City staff to resolve them fairly and in a reasonable manner. The CM shall ensure that all O&M manuals have been provided, that the record drawings are correct and have been submitted, and that all written guarantees, spare parts, and testing have been provided.

The CM shall prepare a project closeout report. This report shall include a summary narrative discussion of each element and sub-element of the contract identified in this scope of work (Coordination and Meetings, Administration and Documentation, CM and Project Controls, and Construction Observation and Documentation). Appendices shall include all construction

documentation related to the element or sub-element discussed in the main body of the report.

#### **Task 4: Construction Observation and Documentation**

The chosen firm shall provide construction observation and documentation including but not limited to the following:

##### *Task 4.1 - Daily Field Inspections:*

The chosen firm shall perform daily field inspections of the construction Work for compliance with the contract and applicable permit and code requirements. Inspections shall be documented on City inspection forms with daily inspection reports itemizing the on-site manpower, the on-site sub-contractors, activities undertaken by the Contractor that day, and photographs. Copies of the Daily Field Inspection Reports shall be distributed to team members and the original signed copy shall be filed in the Project file. The Construction Inspector shall be completely familiar with Project plans and specifications for the Project as well as with all current applicable codes all permit requirements, all Storm Water Pollution Prevention Plan requirements and regulations, traffic control requirements, public and job safety, and the Project schedule. Each day the inspector shall walk the jobsite, meet with the Contractor's superintendent and review RFIs, As-Builts, change order requests, and submittals. The inspector will check that all Project materials on the Project site have an associated approved submittal and that any needed special inspections or tests required are scheduled. Working with the City, the inspector shall coordinate with all parties on the Project and be available to answer local resident and business owner questions about Project issues or concerns. When noncompliant work is identified, the inspector shall issue a finding on the noncompliance and if the noncompliance is not resolved by the end of the payment cycle, the CM will recommend an appropriate withhold amount until the issue has been corrected. It is noted that noncompliant work includes but is not be limited to issues with permits, contract specifications, building codes, Storm Water Pollution Prevention Plan requirements, traffic control, noise, work hour violations, or other Project related issues. The CM shall provide and maintain equipment necessary to monitor noncompliant work. A running log of field issues with photographs of the specific concerns shall be maintained. The Inspector shall review the log at the bi-weekly progress meetings to ensure the Contractor understands the issue and addresses it in a timely manner. A special withholding from the Contractor's progress payment may be recommended for significant issues for which the progress toward resolution of the issue does not occur in a timely manner.

##### *Task 4.2 - Materials Testing and Special Inspection:*

The chosen firm shall provide all materials testing and special inspection for the Project. The CM shall review all Contractor requests for materials testing or special inspection and if upon such review finds the work is ready for special inspection and/or materials testing shall schedule the needed special inspections and testing. The chosen firm shall provide all equipment and services for the specialty inspections and materials testing including but not limited to the following:

1. NACE level 3 certified inspector to inspect all painted and coated surfaces, or as specified

2. Compaction (including validation of the soil improvements via CPT or other acceptable methodology)
3. Welding (as-needed)

Materials testing generally includes, but is not limited to, geotechnical and concrete and shall be as per the specifications. A log shall be maintained of site visits by the special inspector and testing staff. A file of all testing and special inspection results shall be maintained on site in the Project file.

*Task 4.3 - Photo Documentation:*

The inspector shall take photos daily and will include in the daily reports and regularly submit them to the Water Utilities Project Manager to document the work being done. The CM shall also use them to assist the design engineer in understanding the field situations which may be associated with an RFI or change order. Selected photos will be used in the monthly report and all photos shall be labeled, dated, and made available to the Project team using the following format: Year\_Month\_Day Location Photograph Description (e.g. 2020\_02\_23 AWPf Soil Improvements).

*Task 4.4 - As-Built Contract Drawings:*

The Project Field Inspector shall incorporate all RFIs, field memos, and change orders on the CM's record set of construction drawings. The Inspector shall also note daily on the record set as-built dimensional or other changes which occur in the field. The Inspector shall use the drawing to document the Project for comparison with the Contractor's As-Built during the progress payment review process. Progress payments to both the Contractor and CM may be withheld by the City if as-built drawings are not up to date. Upon completion of the Project, the Inspector will sign and date the as-built set to certify that they are complete and correct. Once the activity is complete, the drawings will be turned over to the City.

*Task 4.5 – Environmental and Permit Compliance:*

The chosen firm shall review all of the requirements of project permits prior to the start of construction. Permit issues can range from sound levels, working hours, or working restrictions due to animal habitat or nesting. The CM shall be familiar with each permit and meet regularly with the Contractor to ensure compliance. The CM shall provide environmental compliance experts, including an Environmental Project Manager and as-needed Environmental Monitors, Biological Monitors, and Cultural Resource Monitors who will enforce all applicable environmental requirements as outlined in environmental review documents and permits issued by regulatory agencies. Note that the City will be responsible for obtaining all environmental permits. The CM shall prepare a Project-specific Environmental Compliance Plan that integrates all California Environmental Quality Act (CEQA), National Environmental Policy Act (NEPA), Mitigation Monitoring and Reporting Program (MMRP), Stormwater Pollution Prevention Plan (SWPPP), and environmental permit condition requirements for the Project. The MMRP for the Project is included in enclosure for reference. The Environmental Project Manager will be responsible for environmental compliance verification in the field and required coordination with the Project CM Team and contractor during construction to ensure compliance with all applicable standards, codes and regulations issued under Federal and State laws imposing environmental and resource conservation requirements. This includes, but is not limited to the following:

- Review, interpret, and enforce all applicable environmental regulatory requirements stipulated in permits issued by regulatory agencies, the environmental review documents included or referenced in the Project's Contract Documents, as well as in the MMRP.
- Enforce the Contractor's fulfillment of the National Pollutant Discharge Elimination System (NDPES) Permit Program, and other activities subject to the Construction General Permit, California, State Water Resources Control Board Order No. 2012-006-DWQ (as amended).
- Provide a qualified SWPPP Practitioner (QSP) to inspect the Contractor's storm water pollution prevention efforts and provide notification and documentation required by the latest version of the Construction General Permit without annulling the Contractor's responsibility to maintain a storm water pollution prevention compliant site and conform to all requirements and regulations. The chosen firm shall assist the City as requested with utilization of the SMARTs system and with the filing of the Project notice of intent (NOI).
- Review environmental impacts of proposed construction methods to ensure the Project construction can be accomplished within the environmental constraints and monitor the Contractor's compliance with all applicable environmental requirements.
- Prepare environmental compliance reports per mitigation and permit requirements of the MMRP. This may include requirements associated with a Regional Water Quality Control Board 401 Water Quality Certification, a U.S. Army Corps of Engineers 404 Permit, and/or a California Department of Fish & Wildlife Streambed Alteration Agreement.
- Immediately report any violation of the stated requirements resulting from any construction activity to the City's Environmental Compliance Manager who will determine how to direct the Contractor and any applicable reporting requirements. In the event of an environmental violation, the CM will have stop work authority over the Contractor.
- Ensure adequate environmental compliance training is provided to the Contractor and the CM's Project team.

#### Task 4.6 – Site Safety

The Contractor is solely responsible for safety on all individual Construction Contracts and it shall be the responsibility of the member of the CM's Team designated as the Safety Manager to monitor compliance with the Contractor's Safety Plan. It is the responsibility of all members of the Project CM to promote a safe overall environment for all workers and visitors to the Project site at all time, and to immediately notify the Safety Manager of any potentially unsafe site conditions. Construction activities shall comply with all Federal, State and local safety regulations and all safety permits for the Project. The Project CM Team shall also monitor the job site to ensure proper measures are taken to protect the public from construction-related hazards. The Safety Manager shall review the Contractor's Health & Safety Plan and the Contractor's planning of construction activities including review of the Contractor's Job Hazard Analysis in advance of the related field work activities. Should apparent unsafe conditions be

observed they will be immediately brought to the Contractor's attention. Should the Contractor fail to expeditiously remedy the situation, the CM shall notify the City immediately so a stop work order can be issued. Designated members of the CM's team will also need to be able to provide a brief safety training to all visitors to the Project site.

#### **IV. ANTICIPATED PROJECT CHALLENGES**

Significant challenges have been identified with regards to the construction of the pipeline associated with the Lower 1 Recycled Water Conveyance System, including but not limited to (1) schedule, (2) limited working hours, (3) environmental and permit compliance, and (4) complimentary work, as described further below.

- **Schedule:** To qualify Pure Water Oceanside Advanced Water Purification Facility as an existing facility under SB606, the City needs to deliver water to the Mission Groundwater Basin via the Pure Water Project no later than January 1, 2022. The City has accelerated the construction procurement contract as much as is possible to give a contractor a reasonable amount of time to construct the Project. The Contract includes special liquidated damages for missing the Interim Construction Milestone associated with the Pure Water pipeline. The City anticipates that enhanced monitoring of critical items (such as long-lead time submittals) close monitoring of the construction schedule, and strict adherence to max contract time prescriptions (e.g. submittal reviews by the Engineer) are necessary to meet this schedule. Accordingly, the contract includes very specific schedule requirements and will need a diligent team to keep the project on schedule.
- **Limited Working Hours:** The alignment of the Lower 1 Recycled Water Conveyance System is almost entirely in City ROW, with the majority in high volume / arterial streets. Because of the potential traffic impacts, the standard working hours will be restricted to either limited daytime (9:00A.M. to 3:00P.M.) or nighttime (9:00P.M. to 5:00A.M.) hours, with night work required through the major / signaled intersections. The Contractor will be allowed to have a maximum of two headings open for the trenched portions of pipe construction (separate from bore & jack, or HDD operations) at one time.
- **Environmental and permit compliance:** With a tight schedule and a critical Interim Construction Milestone date, it is imperative that the permitting prerequisites are met, and the permitting agencies are well-informed in advance, in order to eliminate ambiguities that may delay permit issuance.
- **Complimentary Work:** The Pure Water Oceanside project will be constructed under five separate construction contracts, each with its own Contractor and CM contract to oversee this construction. Along with the Advanced Water Purification Facility at the SLRWRF site, Pure Water Oceanside includes conveyance pipeline alignments in Pala Road and Coco Palms Drive, which parallel the alignments of the Lower 1 Recycled Water Conveyance line, as well as injection well / vault sites along Coco Palms Drive. These portions of the Lower 1 Recycled Water Conveyance pipe construction will need to be coordinated with the Pure Water Oceanside contractors so as not to delay the Pure Water project. In cases

of potential conflicting construction schedules, the Pure Water project construction will take precedent over the Lower 1 Recycled Water Conveyance construction in these areas.

- **NCTD Crossings:** The Lower 1 Recycled Water Conveyance System includes work within the NCTD right-of-way (ROW). It will be the responsibility of the CM to manage and coordinate with NCTD to schedule flaggers and other required NCTD personnel for the contract work within the NCTD ROW. Additionally, it will be the responsibility of the CM to obtain their Roadway Worker Protection training prior to the Contract execution and ensure that all rules and regulations of NCTD are adhered to during construction within the NCTD ROW.

## **V. PROPOSAL SUBMITTAL REQUIREMENTS AND CONDITIONS**

Parties interested in submitting proposals for this Project must respond with all of the information requested below. The consultant's proposal will be considered only if all of this information is provided:

### **A. Date and Time of Receipt**

Proposals are due in the office of the Water Utilities Principal Water Engineer, 300 North Coast Highway, Oceanside, CA 92054, no later than 10:00 A.M., March 3, 2020. Please submit six (6) hardcopies and one (1) digital copy, smart PDF, on a flash drive, of your proposal and be sure to mark the front of the envelope **"PROPOSAL: CM AND INSPECTION FOR LOWER 1 RECYCLED WATER CONVEYANCE SYSTEM PROJECT [908142215715]."**

### **B. Proposal Formatting**

Proposals shall be concise, well organized, and demonstrate the consultant's qualifications and experience applicable to the Project. Each proposal shall be limited to 20 one-sided pages (8 1/2" x 11"), exclusive of cover letter, resumes, dividers, and front and back cover, that includes the contents identified below. Type size and margins for text pages should be in keeping with accepted standard formats for desktop publishing and word processing and should result in no more than 500 words per page. Proposals that exceed the page or word count per page limitation will not be considered. Consultants interested in submitting proposals for this Project must respond with all of the information requested below. The consultant's proposal will be considered only if all of this information is provided. The proposals will be distributed to a selection committee for their evaluation.

### **C. Proposal Content**

Proposals shall include, at a minimum, the following content:

#### **1. Firm Overview:**

The firm overview shall include the Consultant's name, Corporate and local office address, telephone number, number of employees in local office, and the contact person for the proposal.

#### **2. Experience and Technical Competence:**

Specific to the proposed team for this project, provide a list of major pipeline construction, as well as Horizontal Directional Drilling under a waterway and NCTD crossings experience for which your firm has provided construction management and inspection services in the past five years. Indicate the role(s) of each Project team candidate in the Projects listed. Include contact names and telephone numbers along with the references.

3. **Project Approach:**

Provide a discussion of your understanding of what the Project objectives are and how they may be amplified. A discussion of your firm's approach and philosophy to providing construction management and inspection services. Identify additional services recommended and included above and beyond those listed in the RFP. Include a discussion of lessons learned from direct experience with Horizontal Directional Drilling, as well as major pipeline construction projects.

4. **Project Organization and Key Personnel:**

The name of the individual being proposed as the construction manager, resident engineer, inspector(s), office assistant, and the team organization, including individual staff assignments, and their relationship to the tasks. Provide a summary of subconsultants and their role(s) on the Project. Consultant shall provide a statement that assigned personnel substitutions will not occur without prior City approval. Provide resumes with applicable experience of staffing candidates for the Project team only. In addition, indicate what each candidate's current availability is and how their availability conforms to the City's schedule to complete the Project.

5. **Fee Proposal:**

Provide an estimated total budget, with a breakdown of fees and staff hours. The fee will not be the basis of selection for the successful firm; however, it will be reviewed to ensure that prospective firms understand all the elements of the Project.

**D. Proposal Evaluation and Selection**

The proposals will be distributed to a selection committee for their evaluation. Depending on the outcome of the initial evaluation, it may become necessary to perform interviews. If interviews are to be performed, they will occur on March 9<sup>th</sup> and 10<sup>th</sup> with no exceptions made. Each consultant will be notified if they are or are not invited for an interview. The proposed construction manager and inspector(s) are to be present during the interview. Only one company principal will be allowed in the interview and to participate in the process. It is the intent of the City to interview primarily those individuals who will actually be performing the work. The City will not allow the same design team and CM/Inspection team to work on the same Project.

**E. Tentative Consultant Selection and Project Schedule**

A mandatory pre-proposal meeting will be held at the Jim Turner Conference Room at 3950 North River Road, Oceanside, CA 92058 on Wednesday February 20<sup>th</sup>, 2020, at 2:00 PM. The meeting is being held to answer any questions you may have regarding the Project. Only those consultants attending the meeting will be allowed to submit proposals.



Questions related to this RFP should be submitted in writing, via email, to Mr. Philip Tunnell at [ptunnell@oceansideca.org](mailto:ptunnell@oceansideca.org) by the date stipulated in the tentative schedule below. Responses to any questions that may affect the proposal will be provided to all RFP recipients who attended the mandatory pre-proposal meeting. Below is tentative consultant selection and Project for the RFP Process.

<b>Milestone</b>	<b>Date</b>
CM Request for Proposal (RFP) Sent	February 10, 2020
Mandatory Pre-Proposal Meeting	February 20, 2020
Questions Due	February 24, 2020
Proposals Due	March 3, 2020
Interview (if Required)	March 9-10, 2020
Award of Contract	April 8, 2020
Notice of Award	April 9, 2020
Anticipated Notice to Proceed	April 2020
Interim Construction Milestone Completed	July 1, 2021
Anticipated Final Project Closeout	March 2022

## **VI. CONDITIONS FOR PROPOSERS**

### **A. Rights of The Agency**

Agency may investigate the qualifications of any Proposer under consideration, may require confirmation of information furnished by a Proposer, and may require additional evidence of qualifications to perform the Work described in the RFP. Agency reserves the right, in its sole and absolute discretion to take any of the following actions:

- Reject any or all Proposals and issue a new RFP.
- Cancel, modify, withdraw, or extend the RFP.
- Issue Addenda, supplements, and modifications to this RFP.
- Modify the RFP process (with appropriate notice to Proposers).
- Appoint a selection committee and evaluation teams to review Proposals and seek the assistance of outside technical experts in the Proposal evaluations.
- Approve or disapprove the use of particular Subcontractors and/or substitutions and/or changes in Proposals.
- Revise and modify, at any time before the Proposal due date, the factors it will consider in evaluating Proposals and to otherwise revise or expand its evaluation methodology. If such revisions or modifications are made, Agency will provide an Addendum to all registered Proposers setting forth the changes to the evaluation criteria or methodology. Agency may extend the Proposal due date if such changes are deemed by Agency, in its sole discretion, to be material and substantive.
- Hold meetings and exchange correspondence with the Proposers responding to this RFP to seek an improved understanding and evaluation of the Proposals. If individual Proposer informational meetings are held, all Proposers submitting a responsive Proposal

shall be afforded an opportunity to participate in an individual Proposer informational meeting.

- Seek or obtain data from any source that has the potential to improve the understanding and evaluation of the Proposals.
- Waive weaknesses, informalities, and minor irregularities in Proposals.
- Reject the Proposal from any team that changes its Proposal after the submittal due date and time without following the procedures of this Proposal and without Agency written approval.

## **5.2 Changes to the RFP**

This RFP is subject to revision via written addenda, which will be provided via ebidboard.

## **5.3 Protests**

Any protest to an Owner's action must be in writing and shall be received by the Agency at the office of the Principal Water Engineer, 300 North Coast Highway, Oceanside, CA 92054 within 5 business days of following such action. Any protest not set forth in writing or received within 5 business days of the protested action will not be considered. Agency may, in its sole discretion, discuss the protest with the protestor. No hearing will be held on the protest. Agency will decide the protest on the basis of the written submissions, and will issue a written decision regarding any protest.

# CITY OF OCEANSIDE

## CONSULTANT PROPOSAL RATING FORM

Name of Firm(s): \_\_\_\_\_

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

Project/Service: \_\_\_\_\_

Project/Acct. No.: \_\_\_\_\_

ITEM	POINTS	CONSULTANT				
		A	B	C	D	E
<b>I. QUALIFICATIONS OF FIRM AND MEMBERS:</b>	30	0	0	0	0	0
A. Specialized expertise of members	15					
B. Adequacy of staff and resources.	15					
<b>II. PERFORMANCE OF WORK SIMILAR IN CHARACTER:</b>	15	0	0	0	0	0
Comparable work (local area preferred) (for example, if proposing to design a lift station, have they designed a similar lift station elsewhere in the past few years?)	5					
B. Proposal submitted by Oceanside firm. (Scores can only be 0 or 5) <b>or</b>	5					
C. Proposal included an Oceanside firm as part of a consulting team. (0 or 5 pts)	0					
D. Additional points based on abilities, qualifications, and commitment of firm.	5					
<b>III. ABILITY TO PROVIDE SERVICES:</b>	15	0	0	0	0	0
A. Ability to complete job on time.	15					
<b>IV. QUALITY OF PROPOSAL:</b>	20	0	0	0	0	0
A. Satisfactorily address all objectives.	10					
B. Provide additional amplifying information.	5					
C. Presentation, clarity, neatness.	5					
<b>V. WORK PERFORMANCE FOR THE CITY:</b>	10	0	0	0	0	0
A. Work in past 12 months - ** Scoring based on contract, see below.	5					
B. Performance on Past Projects for City.	5					
<b>VI. PRICE:</b>	10	0	0	0	0	0
A. Overall cost.	10					
Proposal Cost or Hourly Rate						
<b>TOTALS:</b>	100	0	0	0	0	0

Ranking:

1 \_\_\_\_\_

2 \_\_\_\_\_

3 \_\_\_\_\_

4 \_\_\_\_\_

5 \_\_\_\_\_

Rated By:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

**\*\* Scoring** Contract Amount <\$25,000 = 5 points; <\$50,000 = 4 points; <\$100,000 = 3 points; <\$150,000 = 2 points; <\$200,000 = 1 points

Reviewer Comments

Firm A:

Firm B:

Firm C:

Firm D:

Firm E:

## CITY OF OCEANSIDE

### PROFESSIONAL SERVICES AGREEMENT

#### **PROJECT: RECYCLED WATER CONVEYANCE CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES 908142215715**

THIS AGREEMENT, dated \_\_\_\_\_, 20\_\_ for identification purposes, is made and entered into by and between the CITY OF OCEANSIDE, a municipal corporation, hereinafter designated as "CITY", and \_\_\_\_\_, hereinafter designated as "CONSULTANT."

#### **NOW THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:**

1. **SCOPE OF WORK.** The CONTRACTOR desires to provide \_\_\_\_\_ as is more particularly described in the CONSULTANT'S proposal dated \_\_\_\_\_ 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. CONSULTANT shall be solely responsible for the performance of any of its employees, agents, or subcontractors under this Agreement, including the training of each employee regarding the rights and responsibilities of an employer and employee for any potential discrimination or harassment claim under state or federal law. 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 CONVEYANCE CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES 908142215715**

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	\$ 2,000,000
General Aggregate	\$ 4,000,000*

#### Commercial General Liability Insurance (bodily injury and property damage)

General limit per occurrence	\$ 2,000,000
General limit project specific aggregate	\$ 4,000,000

<u>Automobile Liability Insurance</u>	\$ 2,000,000
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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 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

## **RECYCLED WATER CONVEYANCE CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES 908142215715**

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 Two Million Dollars (\$2,000,000.00).

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 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

## **RECYCLED WATER CONVEYANCE CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES 908142215715**

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 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. **COMPENSATION.** CONSULTANT'S compensation for all work performed in accordance with this Agreement, shall not exceed the total contract price of \$\_\_\_\_\_

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.

8. **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 [number of working or calendar days] [project manager may insert a phased timing requirement instead of time certain, if desired].

9. **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.

10. **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.

11. **AGREEMENT MODIFICATION.** This Agreement may not be modified orally



**RECYCLED WATER CONVEYANCE CONSTRUCTION MANAGEMENT AND  
INSPECTION SERVICES 908142215715**

or in any manner other than by an agreement in writing signed by the parties hereto.

- 12. 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.
- 13. 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.

[NAME OF CONSULTANT]	CITY OF OCEANSIDE
By: _____ Name/Title	By: _____ City Manager
By: _____ Name/Title	APPROVED AS TO FORM:
_____ Employer ID No.	_____ City Attorney

**NOTARY ACKNOWLEDGMENTS OF CONSULTANT MUST BE ATTACHED.**