



AGENDA REPORT

SAN CLEMENTE CITY COUNCIL MEETING
Meeting Date: November 19, 2019

Agenda Item CJ

Approvals:
City Manager [Signature]
Dept. Head [Signature]
Attorney _____
Finance [Signature]

Department: Utilities
Prepared By: David Rebensdorf, Utilities Director DR

Subject: *APPROVAL OF A SECOND AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH LINKTURE CONSULTING ENGINEERS FOR THE WATER RECLAMATION PLANT (WRP) ELECTRICAL SYSTEMS REPLACEMENT, PROJECT No. 16205.*

Fiscal Impact: Yes. There is available funding within the project budget for the proposed \$97,743 expenditure and a transfer of \$2,500 from Account No. 052-466-43420-000-24401, Water Fund Depreciation Reserve for the Calle Agua Pump Station electrical evaluation. The proposed Second Amendment will increase the current agreement amount from \$84,044 to \$184,287.

Summary: Staff recommends City Council approve a Second Amendment to the Professional Services Agreement with Linkture Consulting Engineers to provide construction engineering services and inspection for replacement of the City's WRP Plant Main Distribution Panel (PMD) and electrical panel evaluation at Calle Agua Pump Station.

Background: The City Council approved an Agreement with Linkture to prepare a preliminary design report and electrical system replacements at the WRP on January 17, 2017 for \$78,116. At that time, authorization was also approved for the Public Works Director to execute amendments to the Agreement for a contingency amount not to exceed \$31,884. A First Amendment was approved by the Public Works Director/City Engineer on February 15, 2018 increasing the Agreement amount to \$84,044 (an increase of \$5,928). Linkture completed the design and the City obtained public construction bids for the PMD project on October 10, 2019. The City Council is also considering hiring a contractor for construction of the project at its November 19, 2019 City Council Meeting.

Discussion: Construction period professional engineering and inspection services are needed to ensure the project is constructed per the plans and specifications. The PMD is critical to the operation of the City's WRP since it provides power to the entire plant. Quality control of the construction and materials is paramount to maintaining operation during construction and future operation of the plant to keep the City compliant with regulatory requirements for wastewater and recycled water treatment. Since Linkture served as the design engineer, they have an excellent understanding of the project and highly qualified staff that specialize in electrical inspections.

Staff requested and received a proposal from Linkture for construction period services in an amount not to exceed \$97,743 based on a time and materials basis. The scope of work includes: review and approval of the contractor's materials and equipment

submittals, providing response to contractor's design related questions during construction, providing day-to-day inspection of electrical systems installations, attending site review meetings and participating in final start up of the project. In addition, staff requested a proposal for an analysis of the electrical system at the Calle Agua Pump Station. Linkture provided a proposal at a fee not to exceed \$2,500. Based on a review of proposals by City staff, familiarity with the project and electrical inspection expertise, staff is recommending approval of a second amendment in the amount of \$100,243. This request, if approved, will increase the current agreement amount from \$84,044 to \$184,287 while maintaining the remaining previously approved contingency of \$25,956. The Second Amendment also extends the term of the agreement to December 30, 2021.

Recommended

Action: STAFF RECOMMENDS THAT the City Council:

1. Approve, and authorize the Mayor to execute, Amendment No. 2 to Contract C17-01 by and between the City of San Clemente and Linkture Consulting Engineers. This Amendment increases the contract amount from \$84,044 to \$184,287 (an increase of \$100,243) and extends the contract term to December 30, 2021; and
2. Approve a budget transfer in the amount of \$2,500 from account 052-466-43420-000-24401 (Water Fund Depreciation Reserve) to account 054-476-45300-000-16205 (Sewer Fund Depreciation Reserve) for the Calle Agua Pump Station Electrical Panel Study included in the Second Amendment.

- Attachments:**
1. Proposed Second Amendment to Agreement with Linkture Consulting Engineers.
 2. Location Maps – Water Reclamation Plant and Calle Agua Pump Station.
 3. Original Agreement with Linkture Consulting Engineers and Agenda Report dated January 17, 2017 regarding the original Agreement.
 4. First Amendment to Agreement with Linkture Consulting Engineers.

Notification: None.

Attachment 1

SECOND AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT FOR WATER RECLAMATION PLANT ELECTRICAL SYSTEMS REPLACEMENT PROJECT NO. 16205

This Second Amendment to Professional Services Agreement for Water Reclamation Plant Electrical Systems Replacement, (this "Second Amendment") is made and entered into on this ____ day of _____, 20____, by and between the CITY OF SAN CLEMENTE, a California municipal corporation ("City"), and Linkture Consulting Engineers ("Contractor").

RECITALS:

- A. City and Contractor entered into that certain Professional Services Agreement for Water Reclamation Plant Electrical Systems Replacement (the "Original Agreement") on January 17, 2017.
- B. City and Contractor entered into that certain First Amendment to Professional Services Agreement for Water Reclamation Plant Electrical Systems Replacement ("First Amendment") on February 15, 2018. The Original Agreement, as modified by the First Amendment, is hereinafter referred to as the "Agreement."
- C. City and Contractor desire to amend the Agreement in the manner provided hereinbelow.

COVENANTS:

Section 1: Section 1.1 Term of the Agreement is hereby amended to extend the contract by changing the end date of the original agreement from March 28, 2019 to December 30, 2021.

Section 2: Section 3.1 Payment Schedule: Maximum Payment Amount is hereby amended to increase the maximum amount of the contract from \$84,044 to \$184,287 (an increase of \$100,243). In addition to the services to be performed by Contractor as referenced in Exhibit A to the Original Agreement and Exhibit A to the First Amendment, Contractor shall also perform those services described in Exhibit A of this Second Amendment, which exhibit is attached hereto and incorporated herein by this reference.

Except as expressly amended by this Second Amendment, the remaining portions of the Agreement shall remain in full force and effect.

EXHIBIT "A"

Please see attached proposal from Linkture Consulting Engineers dated October 21, 2019.



EXHIBIT "A"

October 21, 2019

Mr. David Rebensdorf
Utilities Director
City of San Clemente
910 Calle Negocio, Suite 100
San Clemente, California 92673

**Subject: Request for Proposal (RFP) for City Project No. 16205
Proposal for Construction Support Services for Water Reclamation Plant
Electrical System Replacements Plant Main Distribution Panel**

Dear Mr. Rebensdorf,

Linkture is pleased to provide this proposal for construction support services for the electrical equipment upgrade at the city of San Clemente's Wastewater Reclamation Plant located at 380 East Avenida Pico San Clemente, California. This proposal addresses only electrical construction support services for the project as described below.

PROJECT DESCRIPTION:

The City of San Clemente is upgrading the Plant Main Distribution (PMD) Board at their Wastewater Reclamation Plant. The main switchboard, plant main distribution board, and automatic transfer switch will be replaced.

PROPOSED ELECTRICAL CONSTRUCTION SUPPORT SCOPE OF WORK:

Electrical construction support services will be focused on the proposed electrical upgrade. Linkture will perform the following:

- Attend pre-bid and pre-construction meetings with the contractor for the replacement of the existing electrical equipment.
- Review and provide response to all contractor's project design related request for clarifications and request for information during the bid process and construction.
- Update plans as necessary as a result from RFI/RFC's.
- Review and approve all project design submittals including electrical, instrumentation, mechanical and structural.
- Perform selective coordination study. Collect equipment information and coordinate with the City. Coordinate with circuit breaker manufacturer and obtain the necessary data. Provide corrective recommendations. Field inspect corrective measures.
- Attend 15 project progress/site meetings at approximately once a month for the project duration.
- On-site inspection and approval of all final installations electrical and instrumentation prior to start up of each phase of the temporary and permanent installations.
- Review and approve manufacturer's O&M manuals for the equipment.

15 Flagstone
Phone: (949) 317-4700

Trabuco Canyon, California 92679
Fax: (206) 203-1316

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- Review change order requests.
- Provide contractor/SDGE coordination as needed.
- Perform punch walk and provide punch list.
- Provide as built final plans for City records upon project completion based on Contractor's redlines.

FEES:

Linkture will provide the electrical construction support for the fees listed below billed on time and material basis. Additional work shall be charged at the attached Exhibit A1 rates.

ELECTRICAL CONSTRUCTION SUPPORT FEES

San Clemente Water Reclamation Plant PMD Replacement Construction Support								
Task Description	Rate (\$)	Manhours						Fee Ext
		CM	SE	SDD	QA/QC	Insp.	CL	
Prebid and Preconstruction Meetings & Coordination	32	193	168	123	193	193	72	\$ 6,176.00
Respond to Bid and Construction RFI/RFC's			40	12			4	\$ 8,484.00
Update Plans based on RFI/RFC's			12	24	8			\$ 6,512.00
Review and Approve Submittals			50				2	\$ 8,544.00
Selective Coordination Study for the Calle Agua Pump Station								\$ 2,500.00
Attend 15 Project/Site Meetings	115							\$ 22,195.00
On-Site Progress Inspection and Approval of Final Installation						130		\$ 25,090.00
Review and Approve O&M Manuals			16					\$ 2,688.00
Review Changes Orders			24					\$ 4,032.00
Provide Coordination with Contractor and SDG&E	12							\$ 2,316.00
Perform Punch Walk and Punch List	16						2	\$ 3,232.00
Structural PMD Evaluation								\$ 2,590.00
Provide As-Built Drawings			8	16	4			\$ 4,084.00
Printing, Mileage and other Reimbursable								\$ 1,800.00
TOTAL	175.0	150.0	52.0	12.0	130.0	8.00		\$ 100,243.00

CM - Construction Manager SE - Senior Engineer SDD - Senior Designer/Drafter QA/QC - Quality Control / Quality Assurance
Insp. - Inspector CL - Clerical

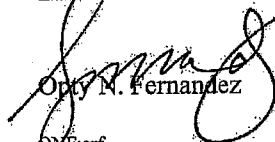
The above hours are estimates only and will be billed on time and material.

CLOSURE:

We appreciate the opportunity to be of service to the city of San Clemente. Should you decide to accept our proposal please issue a purchase order pursuant to this proposal.

Again, thank you for the opportunity and if you have any questions please feel free call me at (949) 317-4700.

Sincerely,
LINKTURE CORP.



ONF:arf
file: CSC2019-01



Proposal No.: CSC2019-01
 Electrical Construction Support Proposal
 Project No. 16205
 Page 2 of 3

City of San Clemente
 Wastewater Reclamation Plant PMD Replacement
 October 21, 2019

EXHIBIT "A1"

HOURLY CHARGE RATE AND EXPENSE REIMBURSEMENT SCHEDULE

PROFESSIONAL SERVICES

<u>CLASSIFICATION / TITLE</u>	<u>HOURLY RATE</u>
Principal	\$ 203.00
Project Manager	\$ 193.00
Construction Manager	\$ 193.00
Quality Assurance/Quality Control	\$ 193.00
Inspector	\$ 193.00
Sr. Engineer	\$ 168.00
Engineer	\$ 151.00
Sr. Designer/Drafter	\$ 123.00
Designer/Drafter	\$ 113.00
Field Technician	\$ 103.00
Drafter	\$ 103.00

ADMINISTRATIVE

Administrative Clerk	\$ 72.00
Word Processor/Administration Support	\$ 83.00
Graphic Designer/Survey Research	\$ 149.00

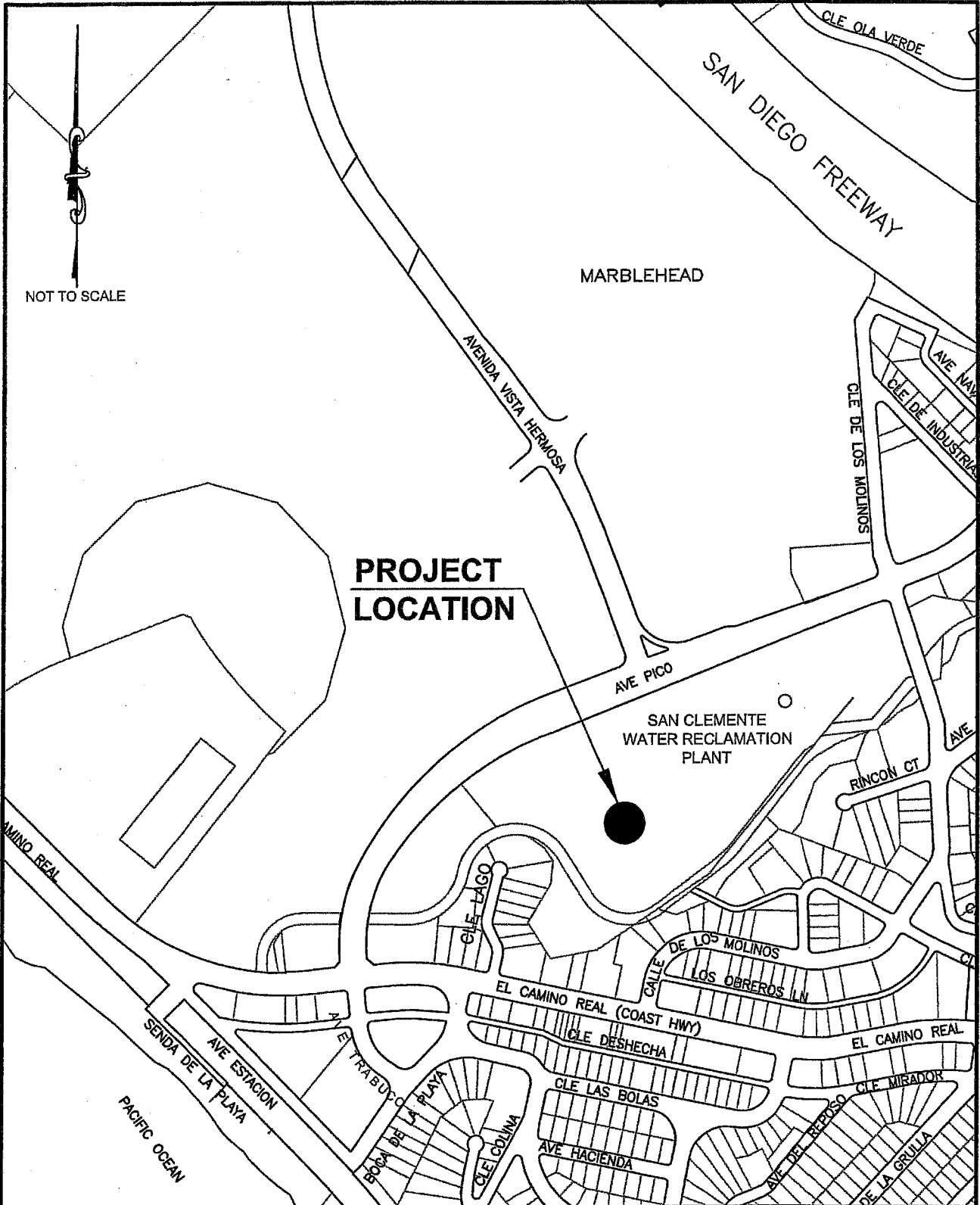
Reproduction, special photography, postage, delivery services, express mail, out-of-area telephone calls, printing and any other services performed by subcontractor, will be billed at cost plus 15%.

REIMBURSABLE IN-HOUSE COSTS

Photo Copies (B&W 8.5"x11")	\$ 0.24/Each
Photo Copies (B&W 11"x17")	\$ 0.40/Each
Color Copies (up to 8.5"x11")	\$ 1.70/Each
Color Copies (to 11"x17")	\$ 3.00/Each
Large Format Copies	\$ 1.20/S.F.
Mileage	\$ 0.65/Mile
Compact Disks	\$15.00/Each

The above hourly rate shall be used for invoicing for progress payments and for any authorized extra work for work associated with the enclosed proposal.

NOTE: All rates are effective to December 31, 2019. There will be a negotiated increase in rates, 5% minimum per year, for contracts extending beyond December 31, 2019.

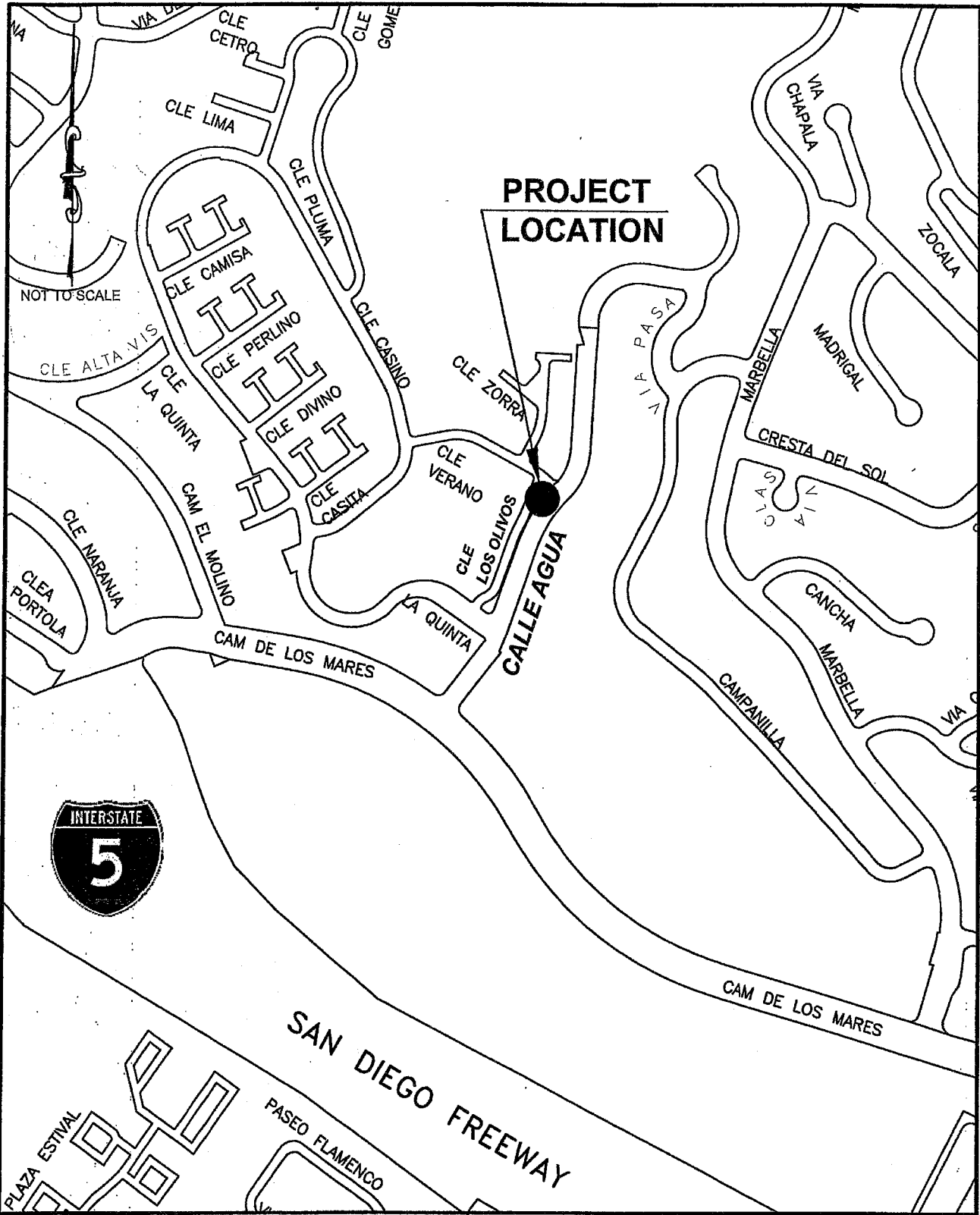


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City of San Clemente
 910 Calle Negocio, Suite 100
 San Clemente, CA 92673
 Tel (949) 361-6100
 Fax (949) 361-8316

LOCATION MAP
Water Reclamation Plant
Electrical Systems Replacement, Phase I
P.N. 16205



City of San Clemente

910 Calle Negocio, Suite 100
 San Clemente, CA 92373
 Tel (949) 361-6100
 Fax (949) 361-8316

LOCATION MAP

**Selective Coordination Study for
 the Calle Agua Pump Station**

P.N. 16205



C17-01

PROFESSIONAL SERVICES AGREEMENT
FOR WATER RECLAMATION PLANT ELECTRICAL SYSTEM
REPLACEMENTS PROJECT NO. 16205

THIS PROFESSIONAL SERVICES AGREEMENT (the "Agreement") is made and entered into this 17th day of January, 2017 (the "Effective Date"), by and between the City of San Clemente, a municipal corporation, hereinafter referred to as the "CITY", and Linkure Consulting Engineers of 6260 West Third Street, Suite 437, Los Angeles, CA 90036 hereinafter referred to as the "CONTRACTOR".

RECITALS:

A. CITY requires professional design engineering services to be performed at or in connection with Water Reclamation Plant Electrical System Replacements Project No. 16205.

B. CONTRACTOR has represented to CITY that CONTRACTOR is qualified to perform said services and has submitted a proposal to CITY for same.

C. CITY desires to have CONTRACTOR perform said services on the terms and conditions set forth herein.

COVENANTS:

Based on the foregoing Recitals and for good and valuable consideration, the receipt and sufficiency of which is acknowledged by both parties, CITY and CONTRACTOR agree as follows:

ARTICLE 1
RESPONSIBILITIES OF CONTRACTOR

1.1 Term.

The term of this Agreement shall commence on the Effective Date, and shall continue and remain in effect, until March 28, 2019, unless terminated earlier pursuant to the terms hereof. Notwithstanding the forgoing, the City Manager or his or her designee shall have the authority on behalf of the City to administratively approve extensions to the term hereof not to exceed a cumulative total of one hundred eighty (180) days.

1.2 Scope of Services.

CONTRACTOR shall perform any and all work necessary for the completion of the tasks and services set forth in the "Scope of Services" attached hereto and incorporated herein as Exhibit "A" in a manner satisfactory to CITY. By execution of this Agreement,

CONTRACTOR warrants that (i) it has thoroughly investigated and considered the work to be performed; (ii) it has carefully examined the location or locations at or with respect to which the work is to be performed, as applicable; and (iii) it fully understands the difficulties and restrictions attending the performance of the work provided for under this Agreement. CONTRACTOR acknowledges that certain refinements to the Scope of Services may, on occasion, be necessary to achieve CITY's goals hereunder, and CONTRACTOR shall cooperate with and assist the CITY to identify and make such refinements prior to undertaking any tasks or services that may require refinement.

1.3 Schedule of Performance.

Prior to the City's execution of this Agreement, and as a condition to the effectiveness hereof, CONTRACTOR shall furnish to CITY proof of insurance coverage as required under Article 5, Insurance. Upon CITY's release to CONTRACTOR of a fully executed copy hereof and issuance of a written Notice to Proceed, CONTRACTOR shall promptly commence performance of the work. Until such time, CONTRACTOR is not authorized to perform and will not be paid for performing any work under this Agreement. CONTRACTOR shall exercise reasonable diligence to have the services as set forth in Exhibit "A" completed and submitted to CITY for final approval as soon as reasonably practicable and in accordance with the schedule of performance attached hereto and incorporated herein as Exhibit "B", provided that CONTRACTOR shall be entitled to an extension of time for any delays caused by events or occurrences beyond CONTRACTOR's reasonable control.

1.4 Identity of Persons Performing Work.

CONTRACTOR represents that it employs or will employ at its own expense all personnel required for the satisfactory performance of any and all tasks and services required hereunder. CONTRACTOR shall not replace any of the principal members of the Project team, including any of the persons listed in Exhibit "A" (if CONTRACTOR'S personnel is listed on Exhibit "A"), or any successors to any of such persons, without CITY's prior written approval.

CONTRACTOR represents that the tasks and services required hereunder will be performed by CONTRACTOR or under its direct supervision, and that all personnel engaged in such work shall be fully qualified and shall be authorized and permitted under applicable State and local law to perform such tasks and services. In carrying out such tasks and services, CONTRACTOR shall not employ any undocumented aliens (i.e., persons who are not citizens or nationals of the United States).

This Agreement contemplates the personal services of CONTRACTOR and CONTRACTOR's employees, and it is recognized by the parties hereto that a substantial inducement to CITY for entering into this Agreement was, and is, the professional reputation and competence of CONTRACTOR and CONTRACTOR's employees. Neither this Agreement nor any interest therein may be assigned by CONTRACTOR, except upon written consent of CITY.

Furthermore, CONTRACTOR shall not subcontract any portion of the performance contemplated and provided for herein without the prior written approval of CITY, except for those subcontractors named in the proposal for the project. Nothing herein contained is intended to or shall be construed as preventing CONTRACTOR from employing or hiring as many employees as CONTRACTOR may deem necessary for the proper and efficient execution of this Agreement.

1.5 Cooperation and Coordination of Work With CITY.

CONTRACTOR shall work closely with CITY's designated representative, either individual or committee, who shall have the principal responsibility for liaison and who shall, on a continuous basis, review and approve CONTRACTOR's work. CONTRACTOR shall ensure that CITY has reviewed and approved all required work as the project progresses.

1.6 Compliance With Laws.

CONTRACTOR shall comply with all applicable Federal, State and local laws, ordinances and regulations, including without limitation all applicable fair labor standards. CONTRACTOR shall not discriminate against any employee or applicant for employment or any approved subcontractor, agent, supplier or other firm or person providing services to CONTRACTOR in connection with this Agreement on the basis of race, color, creed, ancestry, national origin, religion, sex, sexual orientation, marital status, or mental or physical disability. CONTRACTOR shall take affirmative action to ensure that applicants are employed, and that employees are treated during their employment, without regard to their race, color, creed, ancestry, national origin, religion, sex, sexual orientation, marital status, and mental or physical disability. Such actions shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

Prior to execution of this Agreement, CONTRACTOR shall furnish to CITY proof that CONTRACTOR and all of its subcontractors have a current, valid business license issued by CITY.

1.7 Standard of Performance.

CONTRACTOR acknowledges and understands that the services and work contracted for under this Agreement require specialized skills and abilities and that, consistent with this understanding, CONTRACTOR's services and work shall be held to a standard of quality and workmanship prevalent in the industry for such service and work. CONTRACTOR represents to CITY that CONTRACTOR holds the necessary skills and abilities to satisfy the standard of work as set forth in this Agreement. CONTRACTOR shall perform the work and services under this Agreement in accordance with such standard of work and in accordance with the accepted standards of the professional disciplines involved in the

project. All work shall be completed to the reasonable satisfaction of CITY. If CITY reasonably determines that the work is not satisfactory, CITY shall have the right to: (i) meet with CONTRACTOR to review CONTRACTOR's work and resolve matters of concern; and/or (ii) require CONTRACTOR to repeat unsatisfactory work at no additional charge until it is satisfactory.

1.8 Contractor Ethics.

CONTRACTOR represents and warrants that it has not provided or promised to provide any gift or other consideration, directly or indirectly, to any officer, employee, or agent of CITY to obtain CITY's approval of this Agreement. CONTRACTOR shall not, at any time, have any financial interest in this Agreement or the project that is the subject of this Agreement other than the compensation to be paid to CONTRACTOR pursuant to Article 3, Compensation. In the event the work and/or services to be performed hereunder relate to a project and/or application under consideration by or on file with the City, (i) CONTRACTOR shall not possess or maintain any business relationship with the applicant or any other person or entity which CONTRACTOR knows to have a personal stake in said project and/or application, (ii) other than performing its work and/or services to CITY in accordance with this Agreement CONTRACTOR shall not advocate either for or against said project and/or application, and (iii) CONTRACTOR shall immediately notify CITY in the event CONTRACTOR determines that CONTRACTOR has or acquires any such business relationship with the applicant or other person or entity which has a personal stake in said project and/or application. The provisions in this Section 1.8 shall be applicable to all of CONTRACTOR's officers, directors, employees, and agents, and shall survive the termination of this Agreement.

1.9 Changes and Additions to Scope of Services.

CITY may make changes within the general scope of services provided for in this Agreement. CONTRACTOR shall agree to any such changes that are reasonable. CONTRACTOR shall make no change in or addition to the character or extent of the work required by this Agreement except as may be authorized in advance in writing by CITY. Such supplemental authorization shall set forth the specific changes of work to be performed and related extension of time and/or adjustment of fee to be paid to CONTRACTOR by CITY.

1.10 Hiring of Illegal Aliens Prohibited

CONTRACTOR shall not hire or employ any person to perform work within the City of San Clemente or allow any person to perform work required under this Agreement unless such person is a United States citizen or is properly documented and legally entitled to be employed within the United States.

1.11 Endorsement on PS&E/Other Data

CONTRACTOR shall sign all plans, specifications, estimates (PS&E) and engineering data furnished by CONTRACTOR, and where appropriate will indicate CONTRACTOR's authorized signature and professional registration number.

ARTICLE 2
RESPONSIBILITIES OF CITY

2.1 Provision of Information.

CITY shall provide full information regarding its requirements for the project, and it shall furnish, without charge to CONTRACTOR, any and all information, data, plans, maps and records which are available to CITY and are necessary for the provision by CONTRACTOR of the tasks and services set forth herein.

2.2 Cooperation With CONTRACTOR.

CITY shall cooperate with CONTRACTOR in carrying out the work and services required hereunder without undue delay. In this regard, CITY, including any representative thereof, shall examine plans and documents submitted by CONTRACTOR, shall consult with CONTRACTOR regarding any such plans and documents, and shall render any necessary decisions pertaining to such plans and documents as promptly as is practicable.

ARTICLE 3
PAYMENT

3.1 Payment Schedule: Maximum Payment Amount.

Prior to the tenth of the month, CONTRACTOR shall submit to CITY a monthly status report and invoices itemizing the services rendered during the previous month. Within fifteen (15) working days after receipt of an invoice from CONTRACTOR, CITY shall determine whether and to what extent CONTRACTOR has adequately performed the services for which payment is sought. If CITY determines that CONTRACTOR has not adequately performed such services, CITY shall inform CONTRACTOR of those acts which are necessary for satisfactory completion. Subject to the provisions of Section 5.2 below, which provide for the City to withhold payment in the event CONTRACTOR's insurance expires during the term of this Agreement, CITY shall cause payment to be made to CONTRACTOR within fifteen (15) working days from CITY's determination that CONTRACTOR has adequately performed those services for which CITY has been invoiced. In no case shall CITY pay in excess of each line item set forth in Exhibit "A" for any particular task unless approved and authorized by the CITY in writing (applicable only if Exhibit "A" breaks down the Scope of Services on a line item basis). The total compensation for the Scope of Services set forth in Exhibit "A" shall not exceed Seventy Eight Thousand One Hundred Sixteen Dollars (\$78,116), including all amounts payable

to CONTRACTOR for its overhead, payroll, profit, and all costs of whatever nature, including without limitation all costs for subcontracts, materials, equipment, supplies, and costs arising from or due to termination of this Agreement (the "Total Compensation").

3.2 Changes in Work.

IF CONTRACTOR estimates that any proposed change within the general scope of services set forth in Exhibit "A" causes an increase or decrease in the cost and/or the time required for performance of this Agreement, CONTRACTOR shall so notify CITY of that fact in advance of commencing performance of such work. Any such change, and the cost for such change, shall be agreed upon by CITY and CONTRACTOR, and reduced to a writing that, once signed by both CITY and CONTRACTOR, shall modify this Agreement accordingly. In determining the amount of any cost increase for such change, the value of the incomplete portions of the original tasks and services affected by the change shall be credited back to CITY.

3.3 Additional Work.

CITY may request CONTRACTOR to perform additional services not covered by the specific scope of services set forth in Exhibit "A", and CONTRACTOR shall perform such extra services and will be paid for such extra services when the extra services and the cost thereof are reduced to writing, signed by both CITY and CONTRACTOR, and made a part of this Agreement. CITY shall not be liable for payment of any extra services nor shall CONTRACTOR be obligated to perform any extra services except upon such written amendment. To the extent that the extra services render all or a portion of the original tasks and services unnecessary, the value of the unnecessary and incomplete portions of original tasks and services shall be credited back to CITY.

ARTICLE 4 INDEPENDENT CONTRACTOR

CONTRACTOR is an independent contractor and not an employee of the CITY. Neither the CITY nor any of its employees shall have any control over the conduct of the CONTRACTOR or any of CONTRACTOR's employees, except as herein set forth, and CONTRACTOR expressly warrants not to, at any time or in any manner, represent that CONTRACTOR, or any of CONTRACTOR's agents, servants or employees, are in any manner agents, servants or employees of the CITY, it being distinctly understood that CONTRACTOR is and shall at all times remain as to the CITY a wholly independent contractor and that CONTRACTOR's obligations to the CITY are solely such as are prescribed by this Agreement.

ARTICLE 5
INDEMNITY AND INSURANCE

5.1 Indemnification

FOLLOWING PARAGRAPH APPLICABLE TO AGREEMENTS WHERE CONTRACTOR IS A "LICENSED DESIGN PROFESSIONAL" AND IS PROVIDING DESIGN PROFESSIONAL SERVICES:

To the fullest extent permitted by law (including, without limitation, California Civil Code Sections 2782 and 2782.6), CONTRACTOR shall defend (with legal counsel reasonably acceptable to the CITY), indemnify, and hold free and harmless CITY and CITY's agents, officers, and employees, and the San Clemente Redevelopment Agency and its agents, officers, and employees (collectively, the "Indemnitees") from and against any and all claims, loss, cost, damage, injury (including, without limitation, injury to or death of CONTRACTOR or any officers, agents, employees, representatives, or subcontractors of CONTRACTOR [collectively, the "CONTRACTOR ENTITIES"]), expense and liability of every kind, nature and description (including, without limitation, incidental and consequential damages, court costs, attorney's fees, litigation expenses and fees of expert Contractors or expert witnesses incurred in connection therewith and costs of investigation) that arise out of, pertain to, or relate to, directly or indirectly, in whole or in part, the negligence, recklessness, or willful misconduct of CONTRACTOR, any of the CONTRACTOR ENTITIES, anyone directly or indirectly employed by any of them, or anyone that they control (collectively, the "Liabilities"). Such obligation to defend, hold harmless and indemnify any Indemnitee shall not apply to the extent that such Liabilities are caused in part by the sole negligence, active negligence, or willful misconduct of such Indemnitee.

FOLLOWING PARAGRAPH APPLICABLE TO AGREEMENTS WHERE CONTRACTOR IS NOT A "LICENSED DESIGN PROFESSIONAL":

CONTRACTOR shall defend (with legal counsel reasonably acceptable to the CITY), indemnify, and hold free and harmless CITY and CITY's agents, officers, and employees, and the San Clemente Redevelopment Agency and its agents, officers, and employees from and against any and all claims, loss, cost, damage, injury (including, without limitation, injury to or death of an employee of CONTRACTOR or CONTRACTOR's officers, agents, employees, representatives, or subcontractors [collectively, the "CONTRACTOR ENTITIES"]), expense and liability of every kind, nature and description (including, without limitation, incidental and consequential damages, court costs, attorney's fees, litigation expenses and fees of expert Contractors or expert witnesses incurred in connection therewith and costs of investigation) that arise out of, pertain to, or relate to, directly or indirectly, in whole or in part, the actions or failure to act of CONTRACTOR, any of the CONTRACTOR ENTITIES, anyone directly or indirectly employed by any of them, or anyone that they control, under this Agreement.

For purposes of this Agreement, a "Licensed Design Professional" shall be limited to licensed architects, registered professional engineers, licensed professional land surveyors and landscape architects, all as defined under current law, and as may be amended from time to time by California Civil Code § 2782.8.

5.2 Insurance.

Prior to the City's execution of this Agreement, and as a condition to the effectiveness hereof, CONTRACTOR shall submit certificates and endorsements to CITY indicating compliance with the following minimum insurance requirements, and CONTRACTOR shall maintain such insurance in effect during the entire term of this Agreement:

- A. Workers' Compensation insurance to cover CONTRACTOR's employees as required by the California Labor Code with employer's liability limits not less than One Million Dollars (\$1,000,000) per accident or disease. Before execution of this Agreement by CITY, CONTRACTOR shall file with CITY the attached signed Worker's Compensation Insurance Certification. CONTRACTOR shall require all subcontractors similarly to provide such compensation insurance for the respective employees.

None of the CITY, the San Clemente Redevelopment Agency, or any of their respective officers, employees, and agents will be responsible for any claims in law or equity occasioned by failure of CONTRACTOR to comply with this paragraph.

- B. Commercial General Liability, personal injury and property damage liability, contractual liability, independent contractor's liability, and automobile liability insurance, with minimum combined liability limits of One Million Dollars (\$1,000,000) per occurrence for all covered losses, and Two Million Dollars (\$2,000,000) in the aggregate. Any deductible or self-insured retention in excess of Five Thousand Dollars (\$5,000) shall be declared to the City and requires the prior approval of the City's Risk Manager. Each such policy of insurance shall:

- (1) be issued by companies that hold a current policy holder's alphabetic and financial size category rating of not less than A-VII, according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by CITY's Risk Manager for all coverages except surety.
- (2) name and list as additional insureds CITY, CITY's officers, employees, and agents and, if the CITY's Risk Manager so requires, the City of San Clemente Redevelopment Agency and its officers, employees, and agents. An endorsement shall accompany the insurance certificate naming such additional insureds.

- (3) specify it acts as primary insurance and that no insurance held or owned by CITY (or, if applicable, the San Clemente Redevelopment Agency) shall be called upon to cover a loss under said policy;
- (4) contain a clause substantially in the following words: "it is hereby understood and agreed that this policy may not be canceled or materially changed except upon thirty (30) days prior written notice to CITY of such cancellation or material change as evidenced by a return receipt for a registered letter;"
- (5) cover the operations of CONTRACTOR pursuant to the terms of this Agreement; and
- (6) be written on an occurrence and not a claims made basis.

C. Professional Liability or Errors and Omissions insurance specifically designed to protect against acts, errors or omissions of the CONTRACTOR and "covered professional services" as designated in the policy must specifically include work performed under this Agreement. The policy limit shall be not less than One Million Dollars (\$1,000,000) per claim and One Million Dollars (\$1,000,000) in the aggregate. The policy must "pay on behalf of" the insured and must include a provision establishing the insurer's duty to defend.

If this box is checked and CITY has initialed below, the requirement for Professional Liability or Errors and Omissions insurance set forth in paragraph C above is hereby waived.

CITY's Initials: _____

Notwithstanding anything herein to the contrary, in the event any of CONTRACTOR's insurance as required pursuant to this Section 5.2 expires during the term of this Agreement, CITY shall withhold any payment due to CONTRACTOR hereunder until such time as CONTRACTOR obtains replacement insurance that meets all of the applicable requirements hereunder and submits certificates and endorsements evidencing such insurance to CITY.

CONTRACTOR shall require all of its subcontractors to procure and maintain during the course of their subcontract work with CONTRACTOR insurance that complies with the foregoing minimum insurance requirements. CONTRACTOR shall obtain from such subcontractors and retain in its files certificates evidencing such compliance.

ARTICLE 6
TERMINATION

This Agreement may be terminated by CITY for any reason, with or without cause, upon written notice to CONTRACTOR. In such event, CONTRACTOR shall be compensated for all services performed and costs incurred up to the date of notification for which CONTRACTOR has not been previously compensated, plus termination expenses reasonably incurred and properly accounted for (but in no event to exceed the amount which, when combined with other amounts paid, exceeds the amount for any uncompleted task set forth in Exhibit "A", as applicable). Upon receipt of notice of termination from CITY, CONTRACTOR shall immediately stop its services, unless otherwise directed, and deliver to CITY all data, drawings, reports, estimates, summaries and such other information and materials as may have been accumulated by CONTRACTOR in the performance of this Agreement, whether completed or in process.

ARTICLE 7
MISCELLANEOUS

7.1 Ownership of Documents.

All reports, software programs, as well as original data collected, original reproducible drawings, plans, studies, memoranda, computation sheets and other documents assembled or prepared by CONTRACTOR or furnished to CONTRACTOR in connection with this Agreement shall be the property of CITY and delivered to CITY at completion of the project or termination of this Agreement, whichever occurs first. Copies of said documents may be retained by CONTRACTOR, but shall not be made available by CONTRACTOR to any individual or organization without the prior written approval of CITY.

Any use of completed documents for projects other than that covered by this Agreement and/or any use of uncompleted documents without specific written authorization from CONTRACTOR will be at CITY's sole risk and without liability or legal exposure to CONTRACTOR.

7.2 Notices.

Any notices to be given under this Agreement shall be given by enclosing the same in a sealed envelope, postage prepaid, and depositing the same in the United States mail, addressed to CONTRACTOR at 6260 West Third Street, Suite 437, Los Angeles, CA 90036, and to the City of San Clemente, 910 Calle Negocio, San Clemente, California 92672, Attention: Public Works Director.

7.3 Covenant Against Contingent Fees.

CONTRACTOR warrants that it has not employed or retained any company or person to solicit or secure this Agreement and that it has not paid or agreed to pay any company or

person any fee or commission from the award or making of this Agreement. For breach or violation of this warranty, CITY shall have the right to annul this Agreement without liability or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee or commission.

7.4 Liquidated Damages.

APPLICABLE ONLY IF THIS BOX HAS BEEN CHECKED AND BOTH PARTIES HAVE INITIALED BELOW.

If CITY seeks monetary damages for CONTRACTOR'S failure to complete all of the services required hereunder by the completion date set forth in Exhibit "B" (the "Completion Date"), CONTRACTOR shall be required to pay to CITY _____ Dollars (\$____) per day for each day beyond the Completion Date that any of such services remain uncompleted; provided, however, that nothing herein shall be deemed to limit CITY's remedy for CONTRACTOR's failure to complete all services required hereunder by the Completion Date to seeking monetary damages, and CITY shall be entitled to pursue any other equitable remedy permitted by law, including, without limitation, specific performance.

THE PARTIES HERETO AGREE THAT THE AMOUNT SET FORTH IN THIS SECTION 7.4 (THE "DAMAGE AMOUNT") CONSTITUTES A REASONABLE APPROXIMATION OF THE ACTUAL DAMAGES THAT CITY WOULD SUFFER DUE TO CONTRACTOR'S FAILURE TO COMPLETE ALL OF THE SERVICES REQUIRED HEREUNDER BY THE COMPLETION DATE, CONSIDERING ALL OF THE CIRCUMSTANCES EXISTING ON THE EFFECTIVE DATE OF THIS AGREEMENT, INCLUDING THE RELATIONSHIP OF THE DAMAGE AMOUNTS TO THE RANGE OF HARM TO CITY, THAT REASONABLY COULD BE ANTICIPATED AND THE ANTICIPATION THAT PROOF OF ACTUAL DAMAGES WOULD BE COSTLY OR INCONVENIENT. THE DAMAGE AMOUNT SET FORTH IN THIS SECTION 7.4 SHALL BE THE SOLE DAMAGES REMEDY FOR CONTRACTOR'S FAILURE TO COMPLETE ALL OF THE SERVICES REQUIRED HEREUNDER BY THE COMPLETION DATE, BUT NOTHING IN THIS SECTION 7.4 SHALL BE INTERPRETED TO LIMIT CITY'S REMEDY FOR CONTRACTOR'S FAILURE TO COMPLETE ALL OF THE SERVICES REQUIRED HEREUNDER BY THE COMPLETION DATE TO SUCH A DAMAGES REMEDY. IN PLACING ITS INITIALS AT THE PLACES PROVIDED HEREINBELOW, EACH PARTY SPECIFICALLY CONFIRMS THE ACCURACY OF THE STATEMENTS MADE ABOVE AND THE FACT THAT EACH PARTY HAS BEEN REPRESENTED BY COUNSEL OR HAS HAD THE OPPORTUNITY TO BE REPRESENTED BY COUNSEL TO EXPLAIN THE CONSEQUENCES OF THE LIQUIDATED DAMAGES PROVISION AT OR PRIOR TO THE TIME EACH EXECUTED THIS AGREEMENT.

CONTRACTOR'S INITIALS: _____ CITY'S INITIALS: _____

Notwithstanding any of the above, nothing herein is intended to preclude the CITY's recovery of its attorney's fees and costs incurred to enforce this Section 7.4, as provided in Section 7.10 below.

7.5 Interpretation and Enforcement of Agreement.

This Agreement shall be construed and interpreted both as to validity and performance of the parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim, or matter arising out of or in relation to this Agreement shall be instituted and maintained in the Superior Court of the County of Orange, State of California, or in any other appropriate court with jurisdiction in such county, and CONTRACTOR agrees to submit to the personal jurisdiction of such court.

7.6 Disputes.

In the event of any dispute arising under this Agreement, the injured party shall notify the defaulting party in writing of its contentions by submitting a claim therefor. The injured party shall continue performance of its obligations hereunder so long as the defaulting party immediately commences to cure such default and completes the cure of such default with reasonable diligence and in no event to exceed 30 days after service of the notice, or such longer period as may be permitted by the injured party; provided, that if the default results in an immediate danger to the health, safety, and general welfare, CITY may take such immediate action as CITY deems warranted.

7.7. Retention of Funds.

CITY may withhold from any monies payable to CONTRACTOR sufficient funds to compensate CITY for any losses, costs, liabilities or damages suffered by CITY due to default of CONTRACTOR in the performance of the services required by this Agreement.

7.8 Waiver.

No delay or omission in the exercise of any right or remedy by a nondefaulting party shall impair such right or remedy or be construed as a waiver. CITY's consent or waiver of one act or omission by CONTRACTOR shall not be deemed to constitute a consent or waiver of CITY's rights with respect to any subsequent act or omission by CONTRACTOR. Any waiver by either party of any default must be in writing.

7.9 Rights and Remedies are Cumulative.

Except as may be expressly set forth in this Agreement, the rights and remedies of the parties are cumulative and the exercise by either party of one or more of such rights or remedies or other rights or remedies as may be permitted by law or in equity shall not preclude the exercise by such party, at the same or different times, of any other rights or remedies to which such party may be entitled.

7.10 Attorneys' Fees.

In the event either party commences an action against the other party arising out of or in connection with this Agreement, the prevailing party in such action shall be entitled to recover its reasonable costs and expenses, including without limitation reasonable attorneys' fees and costs. Attorneys' fees shall include attorneys' fees on any appeal, and in addition, a party entitled to attorneys' fees shall be entitled to all other reasonable costs for investigating such action, including the taking of depositions and discovery, expert witness fees, and all other necessary costs incurred in the litigation, suit, or other action requiring attorney time. All such fees shall be enforceable whether or not such action is prosecuted to final judgment.

7.11 Integrated Agreement.

This Agreement contains all of the agreements of the parties and cannot be amended or modified except by written agreement. No prior oral or written understanding shall be of any force or effect with respect to those matters covered in this Agreement.

7.12 Authority.

The persons executing this Agreement on behalf of the parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said parties.

[APPLICABLE TO INDIVIDUAL CONTRACTORS ONLY]

7.13 Compliance with California Unemployment Insurance Code Section 1088.8:

Prior to signing the Contract, CONTRACTOR shall provide to CITY a completed and signed Form W-9, Request for Taxpayer Identification Number and Certification. CONTRACTOR understands that pursuant to California Unemployment Insurance Code Section 1088.8, the CITY will report the information from Form W-9 to the State of California Unemployment Development Department, and that the information may be used for the purposes of establishing, modifying, or enforcing child support obligations, including collections, or reported to the Franchise Tax Board for tax enforcement purposes.

[End - Signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed on the respective dates set forth opposite their signatures.

CITY OF SAN CLEMENTE

By: [Signature]

Its: Mayor

Dated: 11/30, 2017

ATTEST:

[Signature]
CITY CLERK of the City of
San Clemente, California

APPROVED AS TO FORM:
BEST BEST & KRIEGER

By: [Signature]
City Attorney

APPROVED AS TO AVAILABILITY
OF FUNDING

By: [Signature]
Finance Authorization

LINKTURE CORP.

("CONTRACTOR")

Contractor's License Number E12496

By: OPTY FERNANDEZ [Signature]

Its: PRESIDENT

Dated: DEC. 19., 2016

EXHIBIT "A"

SCOPE OF SERVICES

[To be inserted by CITY]

[Scope of Services should include complete description of scope of work, identification of Project team, and payment schedule by task. See Sections 1.2, 1.4, and 3.1 of Agreement]

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EXHIBIT "A"



I. BACKGROUND

The City of San Clemente owns and operate a Water Reclamation Plant that treats wastewater from surrounding areas for recycling. The plant was built in 1990's and some of the electrical equipment are aged and difficult to find replacement parts. The City is interested in performing a study of the electrical system throughout the plant starting with the plant's Main Distribution Panel (PMD) and replace as necessary yet keep the plant running. The PMD is rated at 480V, 3-phase, 4000 amps and is located in the Secondary Treatment Control Building (STCB). The normal power is fed from an SDG&E pad mounted transformer located east of the STCB and the emergency power is from a 1000 kW generator via an Automatic Transfer Switch (ATS). The power is then distributed to the MCCs located within the same building and throughout the plant. Although the ATS was installed in 2007 the generator is currently being upgraded to the same rating. SDGE power is received from a transformer via underground cable duct and through termination enclosure and an above ground bus duct to the Meter Room. Termination enclosure and the bus duct are showing signs of ageing. The PMD and Meter Room are not sealed or continually purged to avoid salt air intrusion. There has been corrosion due to salt air.

II. PROJECT UNDERSTANDING, METHODOLOGY, APPROACH AND WORK PLAN

A. Project Understanding

The PDM is aged and replacement parts are difficult to acquire. It needs replacement and at the same time the plant must keep running. We will devise a plan to replace the PDM while keeping the plant operational. In addition, even though the treatment plant has gone through upgrades, many the motor control centers and other electrical equipment are aged and need replacement. Linkture (Consultant) will evaluate each electrical equipment and make a recommendation based on the findings. In addition, Linkture will also provide the following.

1. Provide design for replacement of PMD and the feed to meter room including temporary facilities for the City to maintain full operation of the WRP including emergency power.
2. Seal and provide air conditioning improvements for the areas of the secondary treatment control building to protect PMD and meter room panels from salt water air impact. Other alternatives will be evaluated such as air purging or positive room pressure. Consultant will also evaluate other cost effective alternatives both in installation and in maintenance and operation such as positive equipment air pressure and non-corrosive enclosures.
3. Provide design for monitoring, controls and alarm for the PMD for integration with the City's remote SCADA system. City SCADA standard will be utilized to facilitate design standards to allow for PLC programming and integration to City's remote SCADA.
4. Assess condition of existing MCC's, identify scope of work to be performed, prioritize and provide cost estimates for the recommended replacements/improvements for City's future implementation.
5. Coordinate with SDG&E for the temporary service and the replacement of the PMD.

B. Methodology and Approach



1. Communications

Communications is an important element of the design of your project. We will provide design submittals and deliverables in the proper format for your review and use.

We will meet with City staff on a regular basis to keep the City informed on progress and issues affecting the design. We will also keep the City staff informed on project progress by the submittal of progress reports, indicating progress and issues to be addressed.

2. Direct Principal Involvement

A commitment to principal involvement in every project is a cornerstone of our success. Project Management and contract performance is personally directed by our principal. He is directly involved in project oversight and quality control issues throughout the project. This results in a personalized service to every client with ease of communication and responsiveness to your project needs.

3. Our Commitment to the City of San Clemente

Linkture is committed to provide and deliver to the highest quality project design, implementing proven and successful design techniques resulting in a systematic approach to obtain optimum value for your dollars spent. Our aim is to provide you with an economical design without affecting performance and reliability.

I have visited the project site and reviewed the proposed project elements. Our site visit and review leads us to present the following that we see affecting the design of the project.

C. WORK PLAN

After receiving notice to proceed, we will organize and attend a kick-off meeting with the City staffs. From the kick-off meeting, we will proceed with obtaining appropriate documents from the City including but not limited to record drawings, connected load data, power usage data, and underground utility information.

For your project, we will utilize existing maps provided by the City which will be converted to CAD files for drawing backgrounds.

We will prepare a Preliminary Design submittal that will include:

- Project Description
- Design Criteria
- Material Selection
- Preliminary Drawings (30% Design Level)
- Discussion of City Standards applicable to the design

We will attend a Preliminary Design Review meeting with the City. After completion of the Preliminary Design review meeting, we will proceed with the project design and provide design submittal packages at the 50%, 90%, and 100% design levels. Each design submittal will comply with the City requirements, with attendance at a design review meeting after each submittal.

Throughout the project, we will coordinate our designs with the City to facilitate the design.



Drawings will be prepared using AutoCAD 2010 with plan, sections and detail layouts on 24" x 36" drawings and appropriate scales to adequately describe and show the work in a clear manner.

Throughout the project design, we will provide quality control reviews to ensure the highest quality and cost effective designs. Linkture has a deep commitment to providing a quality design to our clients. Value analysis is applied to our projects in a systematic approach to obtaining value for your dollars spent. To perform the QA/QC work, we have included staff that will not have been involved in the direct design efforts in order to provide a fresh set of eyes.

Task 1 – Preliminary Design

Preliminary design work is required to review existing electrical distribution system, pertinent motor control centers, panels, evaluate for modification and develop a preliminary design with recommendations. Preliminary design shall include the following activities:

- I-A Kick-off Meeting – Consultant shall arrange and conduct a kick-off meeting with the City staff to introduce project team members, formalize project communications, discuss schedules, review and confirm the scope of work, and obtain any relevant data, reports, plans or documents that the City may have in its possession relative to the project.
- I-B Preliminary Design & MCC Condition Assessment Report (PDR) – Consultant shall submit a Preliminary Design Report containing the following:
 - a. Review existing facilities and information to develop an approach for replacement of the PMD and the bus from SDGE to Meter Room including temporary facilities.
 - b. Specify manufacturers (minimum of 3) for the PMD ATS (if applicable) and PLC (per City standards) for City approval.
 - c. Develop preliminary SCADA information for monitoring and operation of PMD, to be provide to new PLCs to be integrated to the City's SCADA system.
 - d. Identify proposed project sequencing to achieve seamless operation of the WRP through temporary and permanent facilities.
 - e. Provide initial consultations as required with any regulatory agency, including Regional Board and SDGE, as applicable.
 - f. Provide preliminary cost estimate for construction.
 - g. Provide condition assessment for MCCs including recommended timeline, proposed design scope of work and estimated costs for replacements.
 - h. Coordination with San Diego Gas & Electric (SDG&E) as required.
 - i. Make recommendation for modifications or complete replacement of PMD. Investigate a possible new location of the PMD and eliminate the need for a temporary PMD.
 - j. Indicate all required electrical modifications. The design is to include the replacement of the PMD and the temporary equipment, if necessary.

Preliminary design to be developed through several workshops with staff. Any proposed testing required to assist in assessments of existing equipment is to be included in this phase of the project. Survey and evaluation of the existing electrical system improvements base as-built drawings for

the electrical components. Update as-built drawings as necessary.

The PDR will contain a summary section, conclusions, and recommendations along with all the backup support data. In addition, the Consultant shall meet with the City staff to discuss the PDR and recommendations.

1-C Preliminary Design – Consultant shall prepare a preliminary layout of the PMD, the temporary PMD, power and site improvements. Submit the preliminary plans for review prior to proceeding to the 60% and Final Design. This submittal will be considered the completion of the thirty percent (30%) submittal requirement.

Task 2 – 100% and Final Design

After City's approval of preliminary design report and selection of proposed equipment Consultant will proceed to final design. Task included with the final design are:

1. Provide final design including all civil, mechanical, electrical and instrumentation improvements associated with replacements/upgrades. Final design to include temporary and permanent facilities along with sequence of construction to achieve a seamless plant operation.
2. Provide workshops with City staff for design reviews and provide 50%, 90% and 100% complete Final Design, Plans & Specifications for City reviews. All City design review comments for the 50% and 90% complete documents will be addressed prior to finalizing the project design. Project construction will be publicly bid.
3. Revise the City provided standard front end documents and include in the project specifications.
4. Provide bid forms.
5. Provide engineer's estimate for construction.
6. Attend pre-bid meeting and answer questions and provide contract addendum (s) during bid period.
7. Assist City in evaluation of bids received

2-A: Engineering drawings for the PMD shall include: the title sheet; site plans depicting the equipment, and support equipment locations, electrical plans including single-line diagrams, elevations, appurtenant details and ties to the generator and SCADA. The existing SCADA system and RTUs will be used for this project. The drawing set shall be appropriately scaled and shall be adequate for construction. In addition to providing the original signed and sealed drawings set on bond, the Consultant shall provide all drawings in PDF format acceptable to the City.

2-B: Consultant shall provide complete contract documents, including drawings based upon standard construction documents. Technical specifications shall be provided along with the City's front end documents modified accordingly. A fifty percent (50%) complete draft set (3 copies) of the design drawings and specifications shall be prepared and submitted for City review. Drawings must be on a full size (24" x 36") copies.

2-C: After the receipt of City's comments on the 50% submittal we will proceed with the ninety percent (90%) design of the plans, specifications and cost estimate (PS&E) shall be prepared. Three sets (3), full size (24" x 36") of the PS&E shall be submitted for City's review.

2-D: A hundred percent (100%) set (3 copies-full size) of the PS&E shall be prepared and submitted to



the City after the receipt of the 90% review comment.

2-E: A reproducible PDF set of the final design PS&E shall be prepared and submitted to the City Project Manager within fifteen (15) calendar days of City's return of comments on the plan-check set (100%). The reproducible set of the final design drawings shall include an original signed and sealed engineering drawing set on bond paper. The Owner will be responsible for reproducing drawings for construction.

Deliverables

Deliverables shall include 3 hard copies and electronic PDF and Word format files of:

- Electronic Copy-Preliminary Design Report in " Word " and "PDF" formats
- Electronic Copy-Condition Assessment Report for MCCs in " Word " and "PDF" formats
- Electronic Copy- Final Design, Plans & Specifications for 50%, 90% and 100% Completion in " DWG" and "PDF" formats. Specifications to be provided in " Word " and PDF formats
- Electronic Copy-Addenda

Services Not Included

In accordance with your Request for Proposal, there was not a requirement and we have not included provisions for the following in our Scope of Work:

1. Topographic Survey
2. Geotechnical Investigations
3. Traffic Control
4. NOI/SWPPP
5. Preparation of Non-Electrical Construction Drawings such as Civil, Structural, Architectural, Mechanical, HVAC, etc. not addressed above.

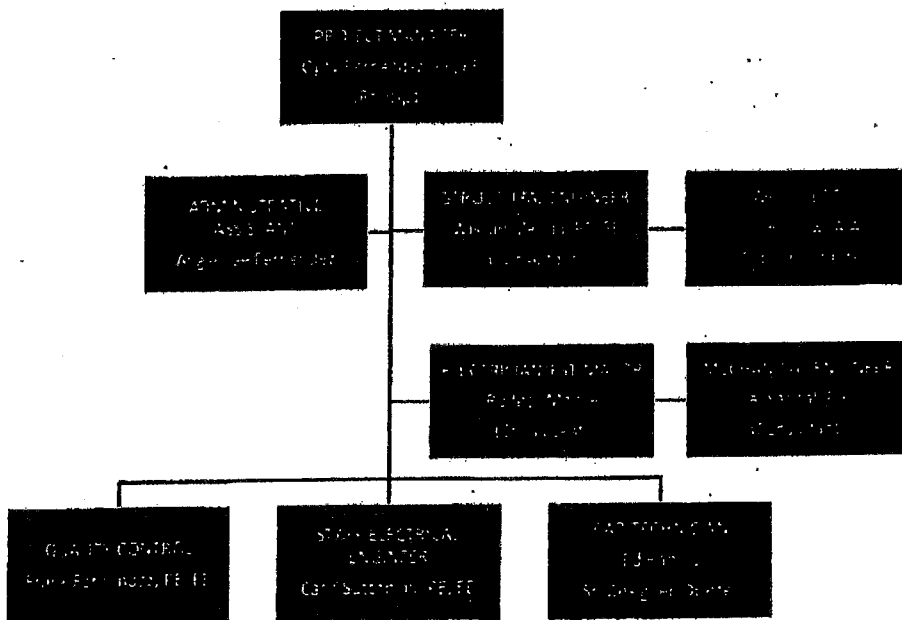


III. PROJECT ORGANIZATION AND STAFFING

Our Project Manager and Team has considerable experience in the design of power generator system installations. Linkture has worked on numerous similar projects in the last five years throughout the Los Angeles, San Diego, San Bernardino, Ventura and Orange County areas. Our previous knowledge and experience on similar projects gives us an advantage in providing the most innovative solutions to difficult design issues.

Our project team has worked together on several similar design projects in the recent past. This cohesiveness will be a great benefit to you in the preparation of the design. We have worked on several City of San Juan Capistrano, City of Lynwood, City of La Habra, City of La Palma and other Water District projects in the recent past and are familiar with the requirements.

The following is our Organizational Chart for this project.





Principal-in-Charge	Opty Fernandez, P.E., Electrical Engineer
Project Manager (PM)	Opty Fernandez, P.E., Electrical Engineer .
Sr. Electrical Engineer	Cash Sutton, P.E. Electrical Engineer
Quality Assurance/Quality Control	Frank Fernandez, P.E. Electrical Engineer
AutoCAD Designer/Drafter	Eduardo Ramos, Certified CAD Operator
Administrative Assistant	Angie Fernandez
Architect	Joel Bishow, AIA, Joel R. Bishow Architect
Structural Engineer	Wissam Zalzali, PE SE, Zalzali & Associates
Mechanical Engineer	Lal Sahgal, PE ME, LSA Mechanical Engineers
Estimator/Electrician	Rodger Moore, Moore Electric



IV. COST DATA

CITY OF SAN CLEMENTE

REPLACEMENT OF WATER RECLAMATION PLANT MAIN DISTRIBUTION PANEL

Fee Estimate

Task Description (STATE USD)	PM 175	SE 653	DD 115	QA/QC 175	AS 66	Total			
						Hours	Extension	Consultant	TOTAL
PHASE A - DESIGN PHASE									
Task I: Technical Memorandum (Preliminary Design Phase):									
A-1 Kick-Off Meeting, Meeting Agenda and Meeting Minutes	12				4	16	\$ 2,364		\$ 2,364
A-2 Data Collection		3				3	\$ 498		\$ 498
A-3 Site Visit and Equipment Evaluation	8					8	\$ 1,408	\$ 1,600	\$ 3,000
Prepare Technical Memorandum & Preliminary Design Report		32		4	4	40	\$ 5,960		\$ 5,960
A-4 Prepare Equipment Layout		8	12	1		19	\$ 2,473		\$ 2,473
Prepare Preliminary Single Line Diagram and Load Calculations		8	12	1		19	\$ 2,473		\$ 2,473
A-7 Prepare Recommendations for MCC Replacements		8			2	10	\$ 1,398		\$ 1,398
A-8 TM Modifications & Corrections		4	12	2	2	20	\$ 2,474		\$ 2,474
A-9 Preliminary Coordination with SDG&E	2	4	2			8	\$ 1,192		\$ 1,192
A-10 TM Modifications & Corrections		2	4	1	2	9	\$ 1,073		\$ 1,073
A-11 Electrical Survey and Preliminary Cost Estimate								\$ 2,800	\$ 2,800
A-12 Direct Costs									\$ 600
TOTAL MANHOURS/FEE (TASK I)	22	95	42	9	14	162	\$21,124	\$ 4,100	\$ 25,824
Task II: Final Design Phase:									
B-1 Project Management and Review Meetings	24					24	\$ 4,380		\$ 4,380
B-2 Prepare Electrical Plans		80	60	16		126	\$ 17,350		\$ 17,350
B-3 Prepare Specifications and Bid Schedule		32		8	8	48	\$ 6,474		\$ 6,474
B-4 Submit PS&E @ 50%, 60% & 100% Final			8		8	16	\$ 1,448		\$ 1,448
B-5 Submit Plans and Forms and Coordinate with SDG&E	1	4	3		2	10	\$ 1,264		\$ 1,264
B-6 Prepare Bid Items/Forms		8			2	10	\$ 1,398		\$ 1,398
B-7 Attend pre-bid meeting	8					8	\$ 1,090		\$ 1,090
B-8 Respond to RFIs/RFCs		8				8	\$ 1,224		\$ 1,224
B-9 Prepare Contract Addendum as necessary		8	16	2		26	\$ 3,414		\$ 3,414
B-10 Prepare Engineer's Estimate		4				4	\$ 612	\$ 1,800	\$ 2,112
B-11 Prepare Architectural Plans (As Required)	4					4	\$ 700	\$ 6,200	\$ 6,900
B-12 Prepare Mechanical Plans (As Required)	4					4	\$ 700	\$ 4,600	\$ 5,300
B-13 Direct Costs									\$ 1,200
TOTAL MANHOURS/FEE (TASK II)	39	114	67	24	20	284	\$38,782	\$ 11,300	\$ 52,282
TOTAL MANHOURS/FEE (TASKS I & II)	61	179	109	33	34	436	\$69,916	\$ 15,400	\$ 78,116

PM - Project Manager CM - Construction Manager SE - Senior Engineer DD - Designer/Drafter QA/QC - Quality Control / Quality Assurance AS - Administrative Support

EXHIBIT "B"

SCHEDULE OF PERFORMANCE

[To be inserted by CITY]

[See 1.3 of Agreement]



PROJECT SCHEDULE

The approximate schedule for this project is as follows:

- Notice to Proceed Effective Date March 1, 2017
- Pre-Design Meeting (Kick-Off) March 6, 2017
- Technical Memorandum and Preliminary Design Plans (30%) April 24, 2017
- City Review Period of 30% and meeting with the City May 1, 2017
- 50% Plans, Specifications & Cost Estimates (PS&E) June 1, 2017
- City Review Period of 50% and meeting with the City June 8, 2017
- 90% Plans, Specifications & Cost Estimates (PS&E) June 26, 2017
- City Review Period of 90% and meeting with the City July 3, 2017
- Final Submittal of PS&E July 17, 2017

WORKER'S COMPENSATION INSURANCE CERTIFICATION
WATER RECLAMATION PLANT ELECTRICAL SYSTEM REPLACEMENTS

Project No. 16205

WORKERS' COMPENSATION DECLARATION

I hereby affirm under penalty of perjury one of the following declarations:

(ONE OF THE BOXES BELOW MUST BE CHECKED)

I have and will maintain a certificate of consent from the California Labor Commission to self-insure for workers' compensation, as provided for by Section 3700 of the Labor Code, for the performance of the work to be performed under this contract.

I have and will maintain workers' compensation insurance, as required by Section 3700 of the Labor Code, for the performance of the work to be performed under this contract. My workers' compensation insurance carrier and policy number are:

Carrier TRAVELERS

Policy Number XJUB3654T35216

I certify that, in the performance of the work under this Agreement, I shall not employ any person in any manner so as to become subject to the workers' compensation laws of California, and I hereby agree to indemnify, defend, and hold harmless the City of San Clemente and all of its officials, employees, and agents from and against any and all claims, liabilities, and losses relating to personal injury or death, economic losses, and property damage arising out of my failure to provide such worker's compensation insurance. I further agree that, if I should become subject to the workers' compensation provisions of Section 3700 of the Labor Code, I shall forthwith comply with those provisions.

WARNING: FAILURE TO SECURE WORKERS' COMPENSATION COVERAGE IS UNLAWFUL, AND SHALL SUBJECT AN EMPLOYER TO CRIMINAL PENALTIES AND CIVIL FINES UP TO ONE HUNDRED THOUSAND DOLLARS (\$100,000), IN ADDITION TO THE COST OF COMPENSATION, DAMAGES AS PROVIDED FOR IN SECTION 3706 OF THE LABOR CODE, INTEREST, AND ATTORNEY'S FEES.

Workermans'
Comp

902062246-0001
773M2.06 #12/19/14

Dated: DECEMBER 19, , 20 16

LINKTURE CORP.
Contracting Firm

By: OPTY FERNANDEZ 

PRESIDENT
Title

6260 WEST THIRD ST. SUITE 437
Address

LOS ANGELES, CA 90036-7611

882/062264-0001
773342.06 12/19/16

Workmans'
Comp

11-19-19 / 6J-36



AGENDA REPORT

SAN CLEMENTE CITY COUNCIL MEETING
Meeting Date: January 17, 2017

Agenda Item	6-E
Approvals:	
City Manager	MM
Dept. Head	DR
Attorney	
Finance	

Department: Public Works / Engineering
Prepared By: David Rebehsdorf, Deputy Public Works Director DR

Subject: APPROVAL OF A PROFESSIONAL SERVICES AGREEMENT WITH LINKTURE CONSULTING ENGINEERS FOR WATER RECLAMATION PLANT ELECTRICAL SYSTEMS REPLACEMENT, PROJECT. NO 16205.

Fiscal Impact: Yes. Professional Services Agreement fee of \$78,116 and a proposed contingency of \$31,884 for the project design are within the approved project budget of \$1,000,000 from the Sewer Fund Depreciation Reserve.

Summary: Staff recommends the City Council approve a Professional Services Agreement with Linkture Consulting Engineers to provide professional engineering design services for replacement of the City's Water Reclamation Plant (WRP) Plant Main Electrical Distribution Panel and for assessment of the condition of existing Motor Control Centers (MCC) for future replacements.

Background: The WRP Main Electrical Distribution Panel receives electrical power from SDG&E and emergency power from a standby generator. The electrical power is then distributed to various MCC's located throughout the Plant for equipment used to treat the City's sewer and recycled water. The Main Electrical Distribution Panel and MCC's are over 25 years old and approaching the end of their useful life. To ensure continued uninterrupted treatment before the electrical equipment fails, the first phase of electrical systems replacement will include the Main Electrical Distribution Panel and a condition assessment of the MCC's. Future replacement of the MCC's will be prioritized and funding will be identified for future years.

Discussion: Staff requested proposals for design and condition assessment from six engineering firms. Only one firm, Linkture Consulting Engineers provided a proposal for \$78,116. Staff reviewed the proposal and interviewed the project team. Linkture Consulting Engineers specializes in electrical design and has extensive experience with similar projects. Staff called references and received excellent reviews for Linkture Consulting Engineers. Design will be performed on a time and material basis based on the agreed hourly rates for the scope of work up to the not to exceed amount of \$78,116. In addition, staff recommends the Public Works Director to be authorized to approve amendments to the agreement up to \$31,884 to increase the design fee to provide additional design services which can not be scoped at this time until further design is developed. Potential additional services may include, but not limited to: design for replacement of some of the MCC's as part of first phase of the project to provide space for the new Main Electrical Distribution Panel within the building, design of a new structure to house the new Main Electrical Distribution Panel, metering MCC's to

determine loads if historical information needs to be supplemented, evaluation of MCC's for remote monitoring and operation.

Recommended

Action:

STAFF RECOMMENDS THAT the City Council;

1. Approve and authorize Mayor to execute, Contract _____ by and between the City of San Clemente and Linkture Consulting Engineers, providing for engineering and design services for the Water Reclamation Plant Electrical System Replacements Plant, Project No. 16205 in an amount not to exceed \$78,116; and
2. Approve and authorize the Public Works Director to execute amendments to Contract _____, if needed, by and between the City of San Clemente and Linkture Consulting Engineers. The potential amendments may increase the contract to a maximum amount from \$78,116 to \$110,000 (a potential increase up to \$31,884).

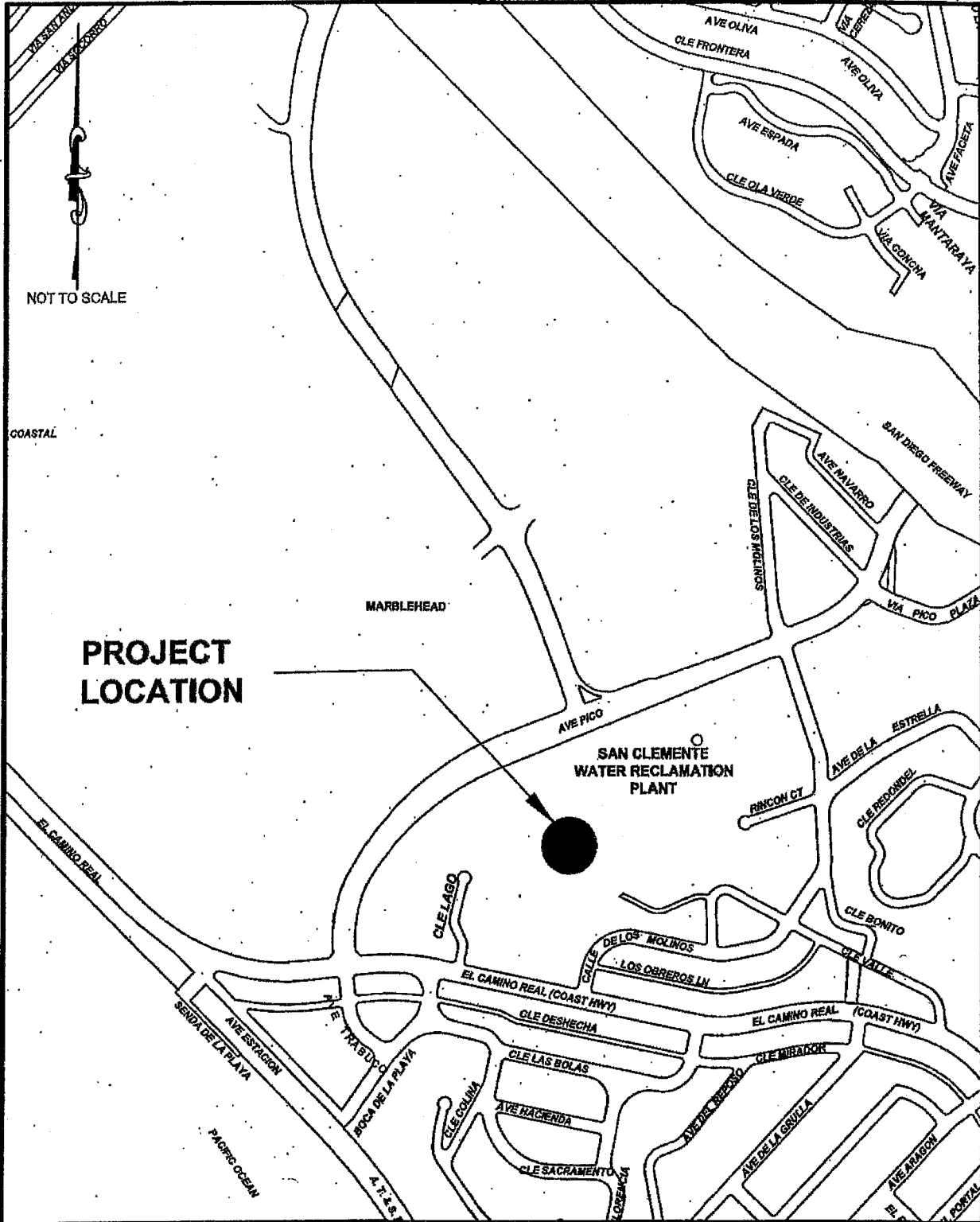
Attachments:

1. Location Map
2. Professional Services Agreement is on File with the City Clerk's Office

Notification: None.

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ATTACHMENT 1



**PROJECT
LOCATION**

**SAN CLEMENTE
WATER RECLAMATION
PLANT**



City of San Clemente
 910 Calle Negocio, Suite 100
 San Clemente, CA 92673
 Tel (949) 361-6100
 Fax (949) 361-8316

LOCATION MAP
Water Reclamation Plant
Electrical Systems Replacment
P.N. 16205

S:\graphics\Graphics_CD\AutoCAD_Engg_Drawings\Location Maps\CAD\Location Plan (Admin Report).dwg Wednesday, November 02, 2016 4:31:03 PM

C17-01

**FIRST AMENDMENT TO
PROFESSIONAL SERVICES AGREEMENT FOR
WATER RECLAMATION PLANT ELECTRICAL SYSTEMS REPLACEMENT
PROJECT NO. 16205**

This First Amendment to Professional Services Agreement for Water Reclamation Plant Electrical Systems Replacement (this "First Amendment") is made and entered into on this 15th day of June, 2017, by and between the CITY OF SAN CLEMENTE, a California municipal corporation ("City"), and Linkure Consulting Engineers ("Contractor").

RECITALS:

- A. City and Contractor entered into that certain Professional Services Agreement for _____ Water Reclamation Plant Electrical Systems Replacement (the "Agreement") on January 17, 2017.
- B. City and Contractor desire to amend the Agreement in the manner provided herein.

COVENANTS:

Section 1: 3.1 Payment Schedule of the Agreement is hereby amended by increasing not no exceed amount from seventy eight thousand one hundred and sixteen dollars (\$78,116) to eighty four thousand forty four dollars (\$84,044). In addition to the services to be performed by Consultant as referenced in Exhibit A to the Agreement, Consultant shall also perform those services described in Exhibit "A" to this First Amendment, which exhibit is attached hereto and incorporated herein by this reference.

Section 2: Except as expressly amended by this First Amendment, the remaining portions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this First Amendment to be duly executed on the respective dates set forth opposite their signatures.

CITY OF SAN CLEMENTE

By: Tom Bonigut *Tom Bonigut*

Its: Public Works Director/ City Engineer

Dated: Feb 2, 20 18

ATTEST:

[Signature]
CITY CLERK of the City of
San Clemente, California

APPROVED AS TO FORM:
BEST BEST & KRIEGER

By: *[Signature]*
City Attorney

APPROVED AS TO AVAILABILITY
OF FUNDING

By: *[Signature]*
Finance Authorization

Linkture Consulting Engineers
("CONTRACTOR")

Contractor's License Number E-012496

By: *[Signature]*

Its: President

Dated: February 2, 20 18



Exhibit "A"

ADDITIONAL WORK AUTHORIZATION

February 1, 2018

Mr. Ken Knatz
City of San Clemente
100 Avenida Presidio
San Clemente, CA 92672

Subject: Structural Engineering Services for the Design of Openings in Bldg K for Temporary Electrical Conduits and its Closure After the Temporary Service for the City of San Clemente Water Reclamation Plant Pursuant to the Professional Service Agreement for Water Reclamation Plant Electrical Systems Replacement - Project No. 16205

Addendum No.: CSC2017-01A1

Dear Mr. Knatz,

This is to request your authorization to proceed with the following revisions to the original scope of work for the work to be performed by South Coast Engineering Services for the above referenced project. South Coast Engineering Services proposal is attached. Our fee for the work is \$5,928 which includes 20% mark-up. Terms and conditions of this contract shall be consistent with the original contract. Execution of this Addendum will not commence until receipt of a signed copy of this contract or an authorization to proceed.

Thank you for your prompt response and if you have any questions, please contact our office at (949) 589-1909, ext. 116.

Sincerely,
Linkture Corp.


Oddy N. Fernandez
Principal

6240 West Third Street, Suite 421
Phone: (323) 297-3575

Los Angeles, CA 90036
Fax: (206) 203-1316

**South Coast
Engineering Services**



OFFICE: Orange County
406 Orchid Ave, #723
Corona del mar, CA 92625

OFFICE: Coachella Valley
300 Big Canyon Drive - North
Palm Springs, CA 92264

January 23, 2018

Mr. Opty Fernandez; Project Manager
Linkture
6260 West Third Street, Suite 437
Los Angeles, CA 90036-7611.

Subject: City of San Clemente WRP
Structural Engineering Services for design of openings in
Bldg K for temporary electrical conduits and its closure
after the temporary service. REVO

Dear Opty:

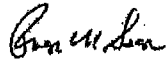
The following is our proposed scope of work and estimated Fee Proposal:

1. Review existing drawings.
2. Retain a firm to locate rebar and work with to obtain the pertinent data.
3. Discuss options for routing the electrical conduits into the breakers.
4. Design the repairs to the 12" thick reinforced concrete walls and slabs to retain existing strength and integrity.
5. Site Visit as required.

RMS Engineering & Design, Inc.		FEE ESTIMATE		
		Structural		
CITY OF SAN CLEMENTE				
WRP - Building K openings for Electrical Conduits				
	Task	Hrs	Rate	Total
1	Review existing drawings	2	170	\$340.00
2	Manage and Conduct work related to GPR to detect the reinforcing steel locations in slab	2	170	\$340.00
3	Rebar detection (GPR) work	Sub-Contract.		\$800.00
4	Design openings - ENGINEER	6	170	\$850.00
5	Design the Final Closure of the Openings - ENGINEER	6	170	\$1,020.00
6	CAD Work	12	90	\$1,080.00
7	Site Visit	3	170	\$510.00
	Total			\$4,940.00

Please call us to discuss this project and answer any questions about our proposal.

Very truly yours,



Roger M. Sage, PE, SE