

# STAFF REPORT



ITEM NO. 8  
CITY OF OCEANSIDE

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DATE: October 20, 2010

TO: Honorable Mayor and City Councilmembers

FROM: Development Services Department

SUBJECT: **APPROVAL OF AMENDMENT 1 TO THE PROFESSIONAL SERVICES AGREEMENT WITH STACK TRAFFIC CONSULTING, INC., FOR THE PLANS AND SPECIFICATIONS FOR IMPROVEMENTS TO THE CITY'S TRAFFIC SIGNAL COMMUNICATION SYSTEM**

## **SYNOPSIS**

Staff recommends that the City Council approve Amendment 1 in the amount of \$6,800 to the professional services agreement with Stack Traffic Consulting, Inc., for the plans and specifications for improvements to the City's traffic signal communications system, increasing the number of locations for closed circuit television cameras and length of fiber-optic cable; and authorize the City Manager to execute the amendment.

## **BACKGROUND**

During the design process for the Traffic Signal Communication System, staff realized that additional closed circuit television cameras (CCTV) at major signalized intersections should be installed and additional fiber-optic cable could be installed to enhance the City's communications network.

The existing professional services agreement, with Stack Traffic Consulting, Inc., for \$49,900, was approved administratively on May 24, 2010.

The City has recently completed the re-construction of a portion of the Civic Center to house a Transportation Management Center (TMC). The TMC will provide an area for City staff to monitor and regulate traffic conditions throughout the City. Other cities throughout the region are installing or upgrading existing TMCs to provide real-time information to manage everyday traffic conditions on main arterials.

A TMC has also been identified as a creative measure to increase roadway capacities during peak traffic periods on major arterials throughout the City when roadways can no longer be widened or improved.

The proposed improvements to the traffic signal communication system will upgrade the existing communication infrastructure and install closed-circuit television cameras (CCTV) at major intersections in the City and bring the information into the TMC.

## **ANALYSIS**

The original scope of work for the improvements to the traffic signal communication system proposed eight (8) locations for closed-circuit television (CCTV) cameras and approximately 7.5 miles of fiber-optic cable. The original design cost was \$49,900.

Staff has now identified approximately eighteen (18) CCTV locations and an additional 2.7 miles of fiber-optic cable installation. The additional design work will provide fiber communications to the Oceanside Police Station and IT Communication Center on College Boulevard near Marvin Street.

Also, during the design process and coordinating with the City's IT group, it was determined that the new fiber installation could enhance the City's IT infrastructure to allow extra redundancy and greater performance for traffic, public safety and other critical multi-facility applications and systems. With the interconnecting of facilities, the City will be able to scale back its dependence on leased lines which provides a significant savings. After the first year the savings could be upwards of \$50,000 annually. As additional lease line contracts expire, additional savings would be realized.

The City's existing computerized signal system will be able to be monitored from the TMC. The system is currently monitoring and controlling approximately 130 of 150 City operated signals.

The Fire Department is also involved in the functions of a TMC to serve as a backup location for the Emergency Operation Center.

## **FISCAL IMPACT**

The FY 2010-11 CIP budget for the Adaptive Signals/TMC (902111200212), funded with Transnet funds in the Streets Program, has an approximate balance of \$530,000. Therefore, sufficient funds are available for the proposed \$6,800 increase.

Lease line costs could be reduced up to \$50,000 annually.

## **INSURANCE REQUIREMENTS**

The City's standard insurance requirements will be provided.

## **COMMISSION OR COMMITTEE REPORT**

The Transportation Commission reviewed the original TMC proposal at their June 16, 2009 meeting.

**CITY ATTORNEY'S ANALYSIS**

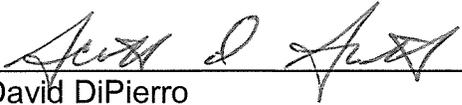
The referenced documents have been reviewed by the City Attorney and approved as to form.

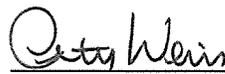
**RECOMMENDATION**

Staff recommends that the City Council approve Amendment 1 in the amount of \$6,800 to the professional services agreement with Stack Traffic Consulting, Inc., for the plans and specifications for improvements to the City's traffic signal communications system, increasing the number of locations for closed circuit television cameras and length of fiber-optic cable; and authorize the City Manager to execute the amendment.

PREPARED BY:

SUBMITTED BY:

*for*   
\_\_\_\_\_  
David DiPierro  
City Traffic Engineer

  
\_\_\_\_\_  
Peter Weiss  
City Manager

REVIEWED BY:

Michelle Skaggs Lawrence, Deputy City Manager

  
\_\_\_\_\_

George Buell, Development Services Director

  
\_\_\_\_\_

Scott O. Smith, City Engineer

  
\_\_\_\_\_

Teri Ferro, Financial Services Director

  
\_\_\_\_\_

Attachments:

PSA with Stack Traffic Consulting, Inc.  
Amendment 1

**CITY OF OCEANSIDE**

**AMENDMENT 1 TO  
PROFESSIONAL SERVICES AGREEMENT**

**PROJECT: Traffic Signal Communication System for a Transportation Management Center- 902111200212**

This AMENDMENT NO. 1 TO PROFESSIONAL SERVICES AGREEMENT is made and entered into this \_\_\_ day of \_\_\_\_\_, 2010, by and between the CITY OF OCEANSIDE, a municipal corporation, hereinafter designated as "CITY", and Stack Traffic Consulting, Inc., hereinafter designated as "CONSULTANT."

**RECITALS**

WHEREAS, CITY and CONSULTANT entered into a professional services agreement dated May 24, 2010, whereby CONSULTANT was to provide engineering and design services for the proposed Traffic Signal Communication System for a Transportation Management Center.

WHEREAS, the parties desire to enter into Amendment No. 1 to the Agreement to provide for changes and/or modifications to Section 1, Scope of Work and Section 13, Compensation.

NOW, THEREFORE, in consideration of the covenants and conditions contained herein, the parties hereto agree as follows:

The Professional Services Agreement shall be amended as follows:

- A. SECTION 1, **SCOPE OF WORK**, is hereby amended to adjust for additional work requested of the Consultant to include additional closed circuit television camera locations and the installation of additional fiber optic cable.
- B. SECTION 13, **COMPENSATION**, is hereby amended by adding an amount not to exceed \$6,800 to include the additional closed circuit television camera locations and the installation of additional fiber optic cable for total compensation to not exceed \$56,700.
- C. All other terms, conditions, covenants and provisions of this agreement shall remain in full force and effect.

In the event of any conflict between the terms of the original agreement and this amendment, the terms of this amendment shall control.

IN WITNESS WHEREOF, the parties hereto for themselves, their heirs, executors, administrators, successors, and assigns do herein agree to the performance of this Amendment.

STACK TRAFFIC CONSULTING, INC.

CITY OF OCEANSIDE

By:   
Jason Stack, President

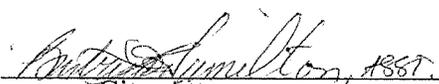
By: \_\_\_\_\_  
Peter A. Weiss, City Manager

Date: 10/17/10

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

\_\_\_\_\_  
Employer ID No.

APPROVED AS TO FORM:

  
Patricia Hamilton, ASST.  
City Attorney

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

# CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of San Diego

On Oct 12, 2010 before me, Nimisha J Amin / Notary Public  
(Here insert name and title of the officer)

personally appeared Jason Stack

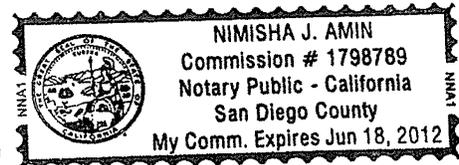
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Nimisha J Amin  
Signature of Notary Public

(Notary Seal)



## ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT	
<u>Amendment to professional</u>	
(Title or description of attached document)	
<u>Services Agreement</u>	
(Title or description of attached document continued)	
Number of Pages <u>2</u>	Document Date <u>10/12/10</u>
(Additional information)	

CAPACITY CLAIMED BY THE SIGNER	
<input type="checkbox"/> Individual (s)	
<input type="checkbox"/> Corporate Officer	
	(Title)
<input type="checkbox"/> Partner(s)	
<input type="checkbox"/> Attorney-in-Fact	
<input type="checkbox"/> Trustee(s)	
<input type="checkbox"/> Other _____	

### INSTRUCTIONS FOR COMPLETING THIS FORM

Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/she/~~they~~, is /are ) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - ❖ Indicate title or type of attached document, number of pages and date.
  - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document

**CITY OF OCEANSIDE**

**PROFESSIONAL SERVICES AGREEMENT**

PROJECT: TRAFFIC SIGNAL COMMUNICATION SYSTEM FOR A  
TRANSPORTATION MANAGEMENT CENTER - 902111200212

THIS AGREEMENT, dated May 24, 2010, for identification purposes, is made and entered into by and between the CITY OF OCEANSIDE, a municipal corporation, hereinafter designated as "CITY", and JASON STACK CONSULTING, INC., hereinafter designated as "CONSULTANT".

**RECITALS**

- A. CITY desires to obtain professional engineering services from an independent contractor for the above named project.
- B. CONSULTANT has submitted a proposal to provide engineering services for the CITY in accordance with the terms set forth in this Agreement.
- C. CITY desires to contract with CONSULTANT as an independent contractor and CONSULTANT desires to provide services to CITY as an independent contractor.
- D. CONSULTANT has demonstrated its competence and professional qualifications necessary for the satisfactory performance of the services designated herein by virtue of its experience, training, education and expertise.

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

- 1.0 **SCOPE OF WORK.** The project is more particularly described as follows: Preparation of plans and specifications and engineer's estimate (PS&E) for the installation and modification of a traffic signal communication system, video wall, closed circuit television cameras, and changeable message signs for the City's Transportation Management Center.
- 1.1 **PROFESSIONAL SERVICES PROVIDED BY CONSULTANT.** The professional services to be performed by CONSULTANT shall consist of but not be limited to the following:
  - 1.1.1 Work closely with the City Engineer in performing work in accordance with this

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Agreement in order to receive clarification as to the result which the CITY expects to be accomplished by CONSULTANT. The City Engineer, under the authority of the City Manager, shall be the CITY'S authorized representative in the interpretation and enforcement of all work performed in connection with this Agreement. The City Engineer may delegate authority in connection with this Agreement to the City Engineer's designees. For the purposes of directing the CONSULTANT'S performance in accordance with this Agreement, the City Engineer delegates authority to David DiPierro, City Traffic Engineer and Paul Pace, Signal Systems Assistant.

- 1.1.2 In compliance with Government Code section 7550, the CONSULTANT shall include a separate section in the proposal prepared pursuant to this Agreement, which contains a list of all the subcontractors and dollar amounts of all contracts and subcontracts required for the preparation of work described in this Agreement.
- 1.1.3 Visit and carefully examine the location of the project as often as necessary to become acquainted with all conditions which are visible or could reasonably be discovered, and which might have an impact upon the construction of the project.
- 1.1.4 Design, prepare and submit to the City Engineer, plans and specifications for the construction of the project as described in the Scope of Work, and in the time and manner set forth in this Agreement.
- 1.1.5 Prepare and submit to the City Engineer, concurrently with the design plans, the following:
  - a. A written estimate of probable construction costs.
  - b. A written list of submittals, which the construction contractor will be required to provide during the construction phase of the project.
- 1.1.6 Upon completion of construction, prepare, approve and sign a set of As-Built record drawings.
- 1.1.7 Provide office and field assistance to the City during the bidding and construction periods upon request by City Engineer to include the services listed below:
  - a. Provide consultation and advice to the City during construction of the project.

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- b. Review and comment on detailed construction drawings, shop and erection drawings submitted by the contractor, subcontractors and suppliers for compliance with the construction contract documents.
  - c. Review and comment on laboratory, shop and mill test reports on materials and equipment.
  - d. Review and make recommendations on all construction contract change orders and requests for clarification from the contractor.
  - e. Prepare engineering cost estimates.
  - f. Prepare design changes and clarifications to the plans and specifications.
  - g. Prepare needed reports and notices.
  - h. Provide periodic visits to the site to monitor construction.
  - i. Attend meetings with the City Engineer or his designees.
- 1.2 **SERVICES PROVIDED BY CITY.** The CITY shall perform the following services:
- 1.2.1 Provide access to all public improvement plans and records and furnish one copy of drawings and reports requested.
  - 1.2.2 Obtain all necessary permits from other regulatory agencies and other Departments. CONSULTANT shall participate in the completion of such forms but CITY will submit these and pay for any applicable fees.
  - 1.2.3 Provide sample of title block for the plans and standard form Public Works Construction Contract Documents to be used with the General Provisions (Specifications).
  - 1.2.4 Upon request, verify the location of existing CITY owned utilities.
  - 1.2.5 Provide all legal advertising mailings and postings required.
  - 1.2.6 Duplicate all final plans and specifications.

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- 1.2.7 Provide all necessary surveying and testing required for design, including geotechnical engineering services if required during construction.
- 1.2.8 Provide overall project management.
- 1.2.9 Provide coordination of all inquiries from prospective bidders during the bidding period.

**2.0 TIMING REQUIREMENTS**

- 2.1 Time is of the essence in the performance of work under this Agreement and the following timing requirements shall be strictly adhered to unless otherwise modified in writing as set forth in Section 2.6. Failure by CONSULTANT to strictly adhere to these timing requirements may result in termination of this Agreement by the CITY and the assessment of damages against the CONSULTANT for delays.
- 2.2 Phase I. CONSULTANT shall prepare and deliver a copy of the 40% preliminary design plans to the City Engineer within 60 calendar days of the execution of this Agreement. No work shall be performed by CONSULTANT beyond the Phase I stage until the City engineer has given written approval of the preliminary design and authorization to perform Phase II.
- 2.3 Phase II. CONSULTANT shall prepare and deliver a copy of the 90% design plans to the City Engineer within 90 calendar days of the execution of this Agreement. No work shall be performed by CONSULTANT beyond the Phase II stage until the City Engineer has given authorization to perform Phase III.
- 2.4 Phase III. CONSULTANT shall prepare and deliver the final design plans to the City Engineer within 30 calendar days of the City Engineer's written authorization to perform Phase III.
- 2.5 Phase IV. CONSULTANT shall prepare and deliver the final As-Built plans for record drawings to the City Engineer within 30 calendar days of the City engineer's written request.
- 2.6 CONSULTANT shall submit all requests for extensions of time for performance in writing to the City engineer no later than ten (10) calendar days after the start of the condition which purportedly caused the delay, and not later than the date on which performance is due. The City Engineer shall review all such requests and

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may grant reasonable time extensions for unforeseeable delays which are beyond CONSULTANT'S control.

2.7 For all time periods not specifically set forth herein, the CONSULTANT shall respond in the most expedient and appropriate manner under the circumstances, by either telephone, fax hand delivery or mail.

3.0 **DESIGN CRITERIA AND STANDARDS.** All work shall be performed in accordance with applicable CITY, state and federal codes and criteria. In the performance of its professional services, CONSULTANT shall use the degree of care and skill ordinarily exercised by consultants under similar conditions.

All plans shall be ink drawn on standard mylar sheets available from the CITY at no cost to CONSULTANT. Contract specifications shall conform to the CITY'S specification procedures and the format of the CITY'S standard form Contract Documents for Public Works Construction.

4.0 **INDEPENDENT CONTRACTOR.** CONSULTANT'S relationship to the CITY shall be that of an independent contractor. CONSULTANT shall have no authority, express or implied, to act on behalf of the CITY as an agent, or to bind the CITY to any obligation whatsoever, unless specifically authorized in writing by the City Engineer. The CONSULTANT shall not be authorized to communicate directly with, nor in any way direct the actions of, any bidder or the construction contractor for this project without the prior written authorization by the City Engineer. CONSULTANT shall be sole responsible for the performance of any of its employees, agents or subcontractors under this agreement.

CONSULTANT shall report to the CITY any and all employees, agents and consultants performing work in connection with this project, and all shall be subject to the approval of the CITY.

5.0 **CITY BUSINESS LICENSE.** Prior to the commencement of any work under this agreement, the CONSULTANT shall obtain and present a copy of an Oceanside City Business License to the City Engineer.

6.0 **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

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comply with such provisions and provide certification of such compliance as a part of these Award Documents. The certification shall be in accordance with Subsections 7.3 through 7.8 of this Agreement.

**7.0 LIABILITY INSURANCE.**

7.1 CONSULTANT shall, throughout the duration of this Agreement, maintain comprehensive general liability and property damage insurance, or commercial general liability insurance, covering all operations of CONSULTANT, its agents and employees, performed in connection with this Agreement including, but not limited to, premises and automobile.

7.2 CONSULTANT shall maintain liability insurance in the following minimum limits:

Comprehensive General Liability Insurance  
(bodily injury and property damage)

Combined Single Limit Per Occurrence	\$ 1,000,000
General Aggregate	\$ 2,000,000*

Commercial General Liability Insurance  
(bodily injury and property damage)

General limit per occurrence	\$ 1,000,000
General limit project specific	\$ 2,000,000

<u>Automobile Liability Insurance</u>	\$ 1,000,000
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\*General aggregate per year, or part thereof, with respect to losses or other acts or omissions of CONSULTANT under this Agreement.

7.3 If coverage is provided through a Commercial General Liability Insurance policy, a minimum of 50% of each of the aggregate limits shall remain available at all times. If over 50% of any aggregate limit has been paid or reserved, the CITY may require additional coverage to be purchased by the CONSULTANT to restore the required limits. The CONSULTANT shall also notify the CITY'S Project Manager promptly of all losses or claims over \$25,000 resulting from work performed under this contract, or any loss or claim against the CONSULTANT resulting from any of the CONSULTANT'S work.

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- 7.4 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 an additional insured shall be primary insurance and other insurance maintained by the CITY, its officers, agents and employees shall be excess only and not contributing with insurance provided pursuant to this Section.
- 7.5 All insurance companies affording coverage to the CONSULTANT pursuant to this Agreement shall be insurance organizations authorized by the Insurance Commissioner of the State of California to transact business of insurance in the state or be rated as A-X or higher by A.M. Best.
- 7.6 All insurance companies affording coverage shall provide thirty (30) days written notice to the CITY should the policy 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.
- 7.7 CONSULTANT shall provide evidence of compliance with the insurance requirements listed above by providing a Certificate of Insurance and applicable endorsements, in a form satisfactory to the City Attorney, concurrently with the submittal of this Agreement.
- 7.8 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.
- 7.9 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.
- 8.0 **PROFESSIONAL ERRORS AND OMISSIONS INSURANCE.** Throughout the duration of this agreement and four (4) years thereafter, the CONSULTANT shall maintain professional errors and omissions insurance for work performed in connection with this Agreement in the minimum amount of One Million dollars (\$1,000,000).

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CONSULTANT shall provide evidence of compliance with these insurance requirements by providing a Certificate of Insurance.

- 9.0 **CONSULTANT'S INDEMNIFICATION OF CITY.** CONSULTANT shall indemnify and hold harmless the CITY and its officers, agents and employees against all claims for damages to persons or property arising out of CONSULTANT'S work, including the negligent acts, errors or omissions or wrongful acts or conduct of the CONSULTANT, or its employees, agents, subcontractors, or others in connection with the execution of the work covered by this Agreement, except for those claims arising from the willful misconduct, sole negligence or active negligence of the CITY, its officers, agents, or employees. CONSULTANT'S indemnification shall include any and all costs, expenses, attorneys' fees, expert fees and liability assessed against or incurred by the CITY, its officers, agents, or employees in defending against such claims or lawsuits, whether the same proceed to judgment or not. Further, CONSULTANT at its own expense shall, upon written request by the CITY, defend any such suit or action brought against the CITY, its officers, agents, or employees founded upon, resulting or arising from the conduct, tortious acts or omissions of the CONSULTANT.

CONSULTANT'S indemnification of CITY shall not be limited by any prior or subsequent declaration by the CONSULTANT.

- 10.0 **ERRORS AND OMISSIONS.** In the event that the City Engineer determines that the CONSULTANT'S negligence, misconduct, errors or omissions in the performance of work under this Agreement has resulted in expense to CITY greater than would have resulted if there were no such negligence, errors or omissions in the plans or contract specifications, CONSULTANT shall reimburse CITY for the additional expenses incurred by the CITY, including engineering, construction and/or restoration expense. Nothing herein is intended to limit CITY'S rights under Sections 7, 8 or 9.

- 11.0 **NO CONFLICT OF INTEREST.** The CONSULTANT shall not be financially interested in any other CITY contract for this project. For the limited purposes of interpreting this section, the CONSULTANT shall be deemed a "City officer or employee", and this Section shall be interpreted in accordance with Government Code section 1090. In the event that the CONSULTANT becomes financially interested in any other CITY contract for this project, that other contract shall be void. The CONSULTANT shall indemnify and hold harmless the CITY, under Section 9 above, for any claims for damages resulting from the CONSULTANT'S violation of this Section.

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12.0 **OWNERSHIP OF DOCUMENTS.** All plans and specifications, including details, computations and other documents, prepared or provided by the CONSULTANT under this Agreement shall be the property of the CITY. The CITY agrees to hold the CONSULTANT free and harmless from any claim arising from any use, other than the purpose intended, of the plans and specifications and all preliminary sketches, schematics, preliminary plans, architectural perspective renderings, working drawings, including details, computation and other documents, prepared or provided by the CONSULTANT. CONSULTANT may retain a copy of all material produced under this Agreement for the purpose of documenting their participation in this project.

13.0 **COMPENSATION.**

13.1 For work performed by CONSULTANT in accordance with this Agreement, CITY shall pay CONSULTANT in accordance with the schedule of billing rates set forth in Exhibit "A", attached hereto and incorporated herein by reference. No rate changes shall be made during the term of this Agreement without prior written approval of the City Engineer. CONSULTANT'S compensation for all work performed in accordance with this Agreement shall not exceed the total contract price of \$49,900.

No work shall be performed by CONSULTANT in excess of the total contract price without prior written approval of the City Engineer. CONSULTANT shall obtain approval by the City Engineer prior to performing any work which results in incidental expenses to CITY as set forth in Section 13.2.2.

13.2 CONSULTANT shall maintain accounting records including the following information:

13.2.1 Names and titles of employees or agents, types of work performed and times and dates of all work performed in connection with this Agreement which is billed on an hourly basis.

13.2.2 All incidental expenses including reproductions, computer printing, postage, mileage and subsistence.

13.3 CONSULTANT'S accounting records shall be made available to the City Engineer for verification of billings, within a reasonable time of the City Engineer's request for inspection.

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13.4 CONSULTANT shall submit monthly invoices to CITY. CITY shall make partial payments to CONSULTANT not to exceed the total contract price within thirty (30) days of receipt of invoice, subject to the approval of the City engineer, and based upon the following partial payment schedule:

13.4.1 Prior to submittal of the 40% preliminary design plans, partial payments shall not exceed \$19,960.

13.4.2 Prior to CITY approval of the plans and specifications, partial payments shall not exceed \$44,910.

13.4.3 Final payment shall be made to CONSULTANT upon CONSULTANT's preparation of As-Built plans for record drawings to the satisfaction of the City Engineer.

14.0 **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, in accordance with Section 13. 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.

15.0 **ASSIGNMENT AND DELEGATION.** This Agreement and any portion thereof shall not be assigned or transferred, nor shall any of the CONSULTANT'S duties be delegated, without the express written consent of the CITY. Any attempt to assign or delegate this Agreement without the express written consent of the CITY shall be void and of no force or effect. A consent by the CITY to one assignment shall not be deemed to be a consent to any subsequent assignment.

This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

16.0 **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.

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17.0 **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.

18.0 **AGREEMENT MODIFICATION.** This Agreement may not be modified orally or in any manner other than by an Agreement in writing, signed by the parties hereto.

19.0 **DISPUTE RESOLUTION.**

- a. Any controversy or claim arising out of or relating to this Agreement, or concerning the breach or interpretation thereof, shall be first submitted to mediation, the cost of which shall be borne equally by the parties.
- b. No suit shall be brought on this contract unless all statutory claims filing requirements have been met.

20. **NOTICES.** All notices, demands, requests, consents or other communications which this Agreement contemplates or authorizes, or requires or permits either party to give to the other, shall be in writing and shall be personally delivered or mailed to the respective party as follows:

**TO CITY:**

City of Oceanside  
City Engineer  
300 North Coast Highway  
Oceanside, CA 92054

**TO CONSULTANT:**

Jason Stack Consulting, Inc.  
703 Agate Street #3  
San Diego, CA 92109

Either party may change its address by notice to the other party as provided herein.

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902111200212**

Communications shall be deemed to have been given and received on the first to occur:

- a. Actual receipt at the offices of the party to whom the communication is to be sent, as designated above, or
- b. Three (3) working days following the deposit in the United States mail of registered or certified mail, postage prepaid, return receipt requested, addressed to the offices of the party to whom the communication is to be sent, as designated above.

21.0 **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 indicated below:

JASON STACK CONSULTING, INC.

By: Jason Stack / PRESIDENT  
Name/Title

Date: 5/12/10

By: Jason Stack / VICE PRESIDENT  
Name/Title

Date: 5/12/10

56-2636889  
Employer ID No.

CITY OF OCEANSIDE

By: Dee Weis  
City Manager

Date: 5-24-10

APPROVED AS TO FORM:

Robert James Chen, ASSOCIATE  
City Attorney

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

G:\ADMIN\Admin Docs - Spees and Staff Reports\Professional Services Agreements\Traffic Signal Communication-Jason Stack Consulting.doc

# CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of San Diego

On 05/12/10 before me, Nimisha J Amin/Notary Public  
(Here insert name and title of the officer)

personally appeared Jasem Stuck

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Nimisha J Amin  
 Signature of Notary Public

(Notary Seal)



## ADDITIONAL OPTIONAL INFORMATION

### INSTRUCTIONS FOR COMPLETING THIS FORM

*Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.*

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he/she/they~~, is /are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - ❖ Indicate title or type of attached document, number of pages and date.
  - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document

<b>DESCRIPTION OF THE ATTACHED DOCUMENT</b>	
<u>City of Oceanside</u> <small>(Title or description of attached document)</small>	
<u>Professional Service Agreement</u> <small>(Title or description of attached document continued)</small>	
Number of Pages <u>14</u>	Document Date <u>5/12/10</u>
 <small>(Additional information)</small>	

<b>CAPACITY CLAIMED BY THE SIGNER</b>	
<input type="checkbox"/> Individual (s) <input checked="" type="checkbox"/> Corporate Officer	
 <small>(Title)</small>	
<input type="checkbox"/> Partner(s) <input type="checkbox"/> Attorney-in-Fact <input type="checkbox"/> Trustee(s) <input type="checkbox"/> Other _____	

## 4.0 Cost Proposal

STC has broken down estimated costs for each of the tasks outlined Project Work Plan and as specified by the RFP. The following table provides the level of effort per task and cost based on hourly billing rates of project personnel and the work detail previously described.

### 4.1 Fee Schedule

Resource Allocation By Task, Billing Rate, and Hours					
Task Number and Name		Project Manager	Drafter	Task Hours	Sub Total
		Billing Rate			
		\$125	\$75		
<b>3.1</b>	Project Administration				
3.1.1	Kick-off Meeting	2	-	2	\$250
3.1.2	Prepare Project Schedule	4	-	4	\$500
3.1.3	Progress Meetings	14	-	14	\$1,750
<b>3.2</b>	Existing Conditions Analysis				
		32	-	32	\$4,000
<b>3.3</b>	Alternatives Analysis and Selection				
3.3.1	TMC Signal Communications	16	-	16	\$2,000
3.3.2	Video Wall	16	-	16	\$2,000
3.3.3	Surveillance Cameras	24	-	24	\$3,000
3.3.4	Changeable Message Signs	24	-	24	\$3,000
3.3.5	High Level Design Document	32	-	32	\$4,000
<b>3.4</b>	Plans, Specifications, and Estimates				
3.4.1	Fiber Optic Plans	24	64	88	\$7,800
3.4.2	CCTV Plans	16	16	32	\$3,200
3.4.3	CMS Plans	24	32	56	\$5,400
3.4.4	Block Diagrams and Details	32	-	32	\$4,000
3.4.5	Specifications and Estimate	40	-	40	\$5,000
<b>3.5</b>	Construction Assistance and As-Built Plans				
		32	-	32	\$4,000
Total Hours		332	112	444	
<b>Total</b>					<b>\$49,900</b>

STC and PA are local businesses and there are no direct costs for mileage. Our hourly rate includes provision for cost of expendable supplies and reproduction.