

STAFF REPORT



ITEM NO. 11
CITY OF OCEANSIDE

DATE: November 14, 2007

TO: Honorable Mayor and City Councilmembers

FROM: Public Works Department

SUBJECT: **APPROVAL OF AMENDMENT 3 IN THE AMOUNT OF \$151,050 TO THE PROFESSIONAL SERVICES AGREEMENT WITH PROJECT DESIGN CONSULTANTS FOR ENGINEERING AND SURVEYING SERVICES FOR THE EL CORAZON SENIOR CENTER AND AUTHORIZATION FOR THE CITY MANAGER TO SIGN THE AMENDMENT**

SYNOPSIS

Staff recommends that the City Council approve Amendment 3 in the amount of \$151,050 to the professional services agreement (PSA) with Project Design Consultants of San Diego for engineering and surveying services for the El Corazon Senior Center project for additions to the scope of work, and authorize the City Manager to execute the agreement.

BACKGROUND

On October 10, 2007, the City Council awarded a construction contract for the El Corazon Senior Center and related road and utility improvements. Staff is reviewing the contractor's bonds and insurance, and anticipates that field construction will begin in December with site grading. A public groundbreaking event is scheduled for December 5, 2007.

On February 18, 2004, the City Council approved a professional services agreement with Project Design Consultants in the amount of \$145,300 for the design of the access road and extension of utilities to the senior center site. On September 15, 2004, the City administratively approved Amendment #1 in the amount of \$10,000 for additional design coordination with utility companies. On February 23, 2005, the City administratively approved Amendment #2 in the amount of \$12,300 for additional storm drain designs. This current amount of the PSA for Project Design Consultants is \$167,600; and with Amendment 3, the total amount will be \$318,650.

ANALYSIS

Amendment 3 in the amount of \$151,050 provides for \$49,950 for construction staking and surveying; a \$41,000 allowance for construction-phase engineering services such as submittal review, design revisions, and verification of construction pay quantities; and \$60,100 fixed fee services for additional civil engineering design relating to the grading

plans, storm drains, and a traffic signal at Rancho del Oro Drive.

A separate contract with Roesling Nakamura Terada Architects provided the civil engineering design for the senior center site itself.

An upcoming City Council agenda will include recommendations for new agreements for construction management, and geotechnical inspection and soil testing.

FISCAL IMPACT

Total available funding for the construction phase is \$10,138,856, which consists of the following:

Account 598.845657 (FY 06-07 Carry Forward)	\$8,113,177
Account 598.845657 (New appropriation authorized by City Council on 10/10/2007)	\$1,000,000
Account 501.874048 (FY 06-07 Carry Forward)	<u>\$1,025,679</u>
Total Project Funding	\$10,138,856

Direct Construction	\$9,324,139
Construction Support (including \$151,050 for Amendment 3)	\$689,400
City Staff Time and Administration	<u>\$96,000</u>
Total Project Construction Phase Cost	\$10,109,539

The \$151,050 for construction engineering and surveying is included in the FY 2006-07 carry forward (501.874048.5241), therefore sufficient funding is available.

INSURANCE REQUIREMENTS

The City's standard insurance requirements will be provided.

COMMISSION OR COMMITTEE REPORT

Citizen participation is provided from the El Corazon Oversight Committee, and they are supportive of the project.

CITY ATTORNEY'S ANALYSIS

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

RECOMMENDATION

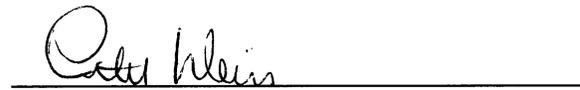
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PREPARED BY:

SUBMITTED BY:



Gary Kellison
Senior Civil Engineer



Peter A. Weiss
City Manager

REVIEWED BY:

Michelle Skaggs Lawrence, Deputy City Manager

Joseph Arranaga, Acting Deputy Public Works Director

Scott O. Smith, City Engineer

Margery Pierce, Housing and Neighborhood Services Director

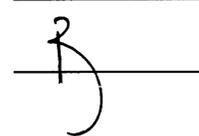
Paul Bussey, Interim Financial Services Director











**Engineering and Design Services
For a portion of the El Corazon Senior Center
Document No. 04-D088-1**

CITY OF OCEANSIDE

**Professional Services Agreement
Amendment No. 3**

The Professional Services Agreement dated the 18th day of February, 2004, by and between the City of Oceanside, a municipal corporation, and Project Design Consultants, is hereby amended as follows:

Section 12.0, Compensation, shall be amended to include the following:

Consultant's compensation for all work performed in accordance with this Agreement shall be increased by the sum of \$151,050, and shall not exceed the total revised contract price of \$318,650. Said additional compensation shall be for performing additional professional services as described in Exhibit A, Project Design Consultants letter dated September 28, 2007, Amendment No. 3 – Grading, Water Quality, Borrow Site, Project Coordination and Storm Water Routing, Construction Support and Construction Surveying.

PROJECT DESIGN CONSULTANTS

CITY OF OCEANSIDE

By: 

Gregory M. Shields, PE
CEO

Peter A. Weiss
City Manager

By: 

Rex S. Plummer, PLS
President

95-3031092
Federal Employer ID No.



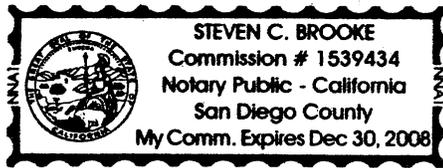
Patricia Hamilton, ASST.
City Attorney

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California }
County of SAN DIEGO } ss.

On November 5 2007 before me, STEVEN C. BROOKE, Notary Public
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")
personally appeared GREGORY M. SHIELDS & REX S. PLUMMER
Name(s) of Signer(s)

- personally known to me
- proved to me on the basis of satisfactory evidence



to be the person(s) whose name(s) ~~is~~ ^{is/are} subscribed to the within instrument and acknowledged to me that ~~he/she~~ ^{he/she/they} executed the same in ~~his/her~~ ^{his/her/their} authorized capacity(ies), and that by ~~his/her~~ ^{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.

WITNESS my hand and official seal.

[Signature]
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer

Signer's Name: _____

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

Signer Is Representing: _____





PROJECT DESIGN CONSULTANTS

701 B STREET, SUITE 800
SAN DIEGO, CA 92101

619.235.6471 TEL
619.234.0349 FAX

WWW.PROJECTDESIGN.COM

File: 2571.10
F07-538

September 28, 2007

Mr. Gary Kellison
CITY OF OCEANSIDE
300 N. Coast Highway
Oceanside, CA 92054

SUBJECT: El Corazon Senior Center – Oceanside, California, Amendment No. 3
Grading, Water Quality, Borrow Site, Project Coordination and Storm Water
Routing, Construction Support and Construction Surveying.

Dear Gary:

Project Design Consultants (PDC) is submitting Change Order No. 3 for your approval on the above project. The purpose of this change order is to address the additional work items outlined below:

I. GRADING PLAN

A. Rough Grading Plan:

1. Grade detention basin on southeastern commercial lot.
2. Regrade slopes along Senior Center Access Drive and "AA" Street to accommodate roundabout grade modifications.
3. Increase graded area to cover expanded construction of "BB" and "CC" Streets.
4. Regrade entry from Rancho Del Oro to widen existing curb return and removal of island.
5. Modify on-site grading to incorporate redesigned Senior Center Pad by Flores Lund Consultants.
6. Relocate stockpile to non-commercial and more geological stable area.
7. Regrade slopes around Senior Center site to accommodate River Park Borrow Site changes.

FIXED FEE \$ 15,800

R/WP/CONTRACT/2500/25711CO3-AMEND.DOC



B. Erosion Control Plan:

1. Design erosion control for detention basin on southeastern commercial lot.
2. Erosion Control for expanded construction of "BB" and "CC" Streets.
3. Redesign erosion control for stockpile relocation.
4. Redesign erosion control around Senior Center site to accommodate River Park Borrow Site changes.

FIXED FEE \$ 3,800

C. Storm Drain:

1. Redesign storm drains along Senior Center Access Drive and "AA" Street to accommodate roundabout grade modifications.
2. Revise storm drain profile to accommodate Flores Lund Consultants on-site design.
3. Revise storm drain design around Senior Center site to accommodate River Park Borrow Site changes.

FIXED FEE \$ 5,000

D. Earthwork Analysis:

1. Calculate earthwork along Senior Center Access Drive and "AA" Street to accommodate roundabout grade modifications.
2. Recalculate earthwork in area covered by expanded construction of "BB" and "CC" Streets.
3. Calculate earthwork amounts at entry from Rancho Del Oro to widen existing curb return.
4. Analysis earthwork amounts for on-site stockpiling.
5. Recalculate earthwork after River Park Borrow Site removals.

FIXED FEE \$ 3,000



E. Public Improvement Plans:

1. Redesign along Senior Center Access Drive and "AA" Street to accommodate roundabout grade modifications.
2. Design additional water, sewer, dry utilities and appurtenances in extended "BB" and "CC" Streets.
3. Remove island and design curb, and gutter for new entry road width from Rancho Del Oro.

FIXED FEE \$ 13,000

ITEM I FIXED FEE TOTAL \$ 40,600

II. RIVER PARK BORROW SITE PLANS

A. Rough Grading Plan:

1. Design of borrow site at Senior Center for use on City's River Park Facility
2. Earthwork analysis of borrow site design.

B. Erosion Control Plan: Erosion Control of borrow site at Senior Center

ITEM II FIXED FEE TOTAL \$ 6,000

III. PROJECT COORDINATION/MANAGEMENT

- A. Project Coordination/Management: Provide coordination and project management support services throughout the design process. A total of 4-hours per week for 6-months (60-hours) has been budgeted for these services and shall be performed on a time-and-materials basis against the budgeted amount. The budgeted amount shall not be exceeded without Client's prior authorization.

TIME-AND-MATERIALS \$ 8,400

- B. Meetings: Attend project coordination meetings with the Client, design team and City Staff as requested by the Client. A total of 8-hours bi-weekly for 6-months (40-hours) has been budgeted for these services and shall be performed on a time-and-materials basis. The budgeted amount shall not be exceeded without Client's prior authorization.

TIME-AND-MATERIALS \$ 5,600

ITEM III TIME-AND-MATERIALS TOTAL \$ 14,000



IV. STORM WATER ROUTING ANALYSIS

- A. Analysis of routing storm water along Rancho Del Oro and Oceanside Boulevard.
- B. Detention study for detention basin on southeastern commercial lot.
- C. Resize storm drain pipes due to on-site detention requirements.
- D. Reroute storm drain pipe from detention basin on southeastern commercial lot and redo profiles.
- E. Switch storm drain pipes south of Senior Center building to grassy swale.

ITEM IV TIME-AND-MATERIALS TOTAL \$ 2,000

V. DRY UTILITY SERVICES

Dry utility planning and design services for the Oceanside Second Senior Center and Stubs to the Future Commercial Building on Senior Center Drive project

Additional design and consulting efforts to reissue the gas and electric designs previously known as Rancho Del Oro Extension as one utility work order along with the El Corazon Senior Center Building and adjacent streets known as AA, BB, and CC to SDG&E, as discussed in our meeting October 3, 2006 with the City of Oceanside. The design boundaries will consist a gas and electric system starting from station 44+00 continuing south on Rancho Del Oro Road to station 51+00, crossing Rancho Del Oro to the west side and continuing down Senior Center Drive to station 20+85 (end of improvements). The design will also consist of a distribution system within streets known as AA, BB, and CC. The distribution system is required to provide power to the street light and irrigation pedestal with the project boundary.

ITEM V FIXED FEE TOTAL \$ 5,000

VI. TRAFFIC SIGNAL

Design eight (8) phase traffic signal at intersection of Rancho Del Oro Road and Senior Center Drive, including design of pole schedule, detector assignments, conductor schedule, and traffic signal special provisions.

ITEM VI FIXED FEE TOTAL \$ 6,000

VII. ENGINEERING SUPPORT OF BID AND CONSTRUCTION PHASES

This work effort will be to support the City by responding to any potential requests-for-information (RFI's) by bidders during the "Bid-Phase" of the project. Also included will be the appropriate support of RFI's by the contractor and subcontractor during the "Construction-Phase" of the project. All work done under this scope item will be performed on a time-and-materials basis with an estimated total time of 200-hours to



support the project through construction. However, Client understands that if the engineering support for this project should exceed the estimated time, future contract approval will be required in order to continue said support.

ITEM VII TIME-AND-MATERIALS TOTAL \$ 25,000

A. Surveying Services:

Office and field work related to the field data collection of exploratory backhoe trench locations as shown on the geotechnical exhibit prepared by Geocon, Inc. and superimposed on the rough grading plans for El Corazon Senior Center, sheet 2 of 9, as directed by the City of Oceanside.

FIXED FEE \$ 2,500

VIII. CONSTRUCTION STAKING

Note: This proposal is based on City of Oceanside Rough Grading Plans GP 2708, Sheets 1 through 9, dated May 17, 2007, Improvement Plans R-13851, Sheets 1 through 10, dated May 24 and Precise Grading Plan 2709 GR, Sheets 1 through 17, dated May 23, 2007. Based on the above-mentioned plans, Project Design Consultants (PDC) proposes to provide the following services:

IX. CONSTRUCTION SURVEY SERVICES

A. Construction Control: This item includes providing durable control points set from existing monumentation in positions to complete construction staking on the above-referenced project.

FIXED FEE \$ 1,500

B. Rough Grade Stakes: This item includes one set of perimeter and interior slope stakes set at a maximum of 50-foot intervals. Sheet graded areas will be staked at 50-foot intervals along the contours lines. Street areas will be staked referencing face of curb at 25-foot/50-foot intervals along curve/tangent sections. This item includes staking for the temporary stockpile location and desitling basin.

FIXED FEE \$ 10,000

C. Finish Grade and Pad Stakes: This item includes one set of stakes for horizontal and vertical control of the proposed finish grade slopes, contours, swales and curb on approximate 50-foot intervals, angle points, and radius points for all radii of 10-feet or less (maximum 50% of curb stakes will be set for finish grading.) This item also includes one set of building pads stakes to achieve finish pad elevations, and be ready for trenching and foundation formwork.

FIXED FEE \$ 6,000



- D. Grading Verification: This item includes one set of electronically collected data to verify building pads, contours grading and streets have been graded to acceptable tolerances. Return visits for re-verification of problem areas will be extra. This item includes a letter of pad verification.

FIXED FEE \$ 3,500

- E. Storm Drain Stakes: This item includes one set of stakes at 50/25-foot intervals, tangent/curves, to main (2,000 ± LF), 8 type A-5 cleanouts, 8 street curb inlets, 3 headwalls and 1 catch basin as shown on said rough grading plans. This also includes 575 ± LF of 30-inch RCP per said precise grading plans. Stakes for curb inlets will be set at offsets along face of curb for string line location.

FIXED FEE \$ 3,500

- F. Area and Parking Drain Stakes: This item includes one set of stakes set at offsets to angle points of drain line and center of area drain and catch basins with cut/fill to invert and rim as shown on said precise grading plans. This item assumes area drains will be staked prior to building framing.

FIXED FEE \$ 2,000

- G. Drainage Ditch and Channel Stakes: This item includes one set of stakes set at a maximum of 50-foot intervals offset to centerline of 1,750 ± LF of D-75 ditch and 250 ± LF of D-71 channel.

FIXED FEE \$ 2,000

- H. Sewer Stakes: This item includes one set of stakes at 50/25-foot intervals, tangent/curves, to sewer main (2,330 ± LF). Additional stakes locating sewer laterals for each building will also be provided.

FIXED FEE \$ 2,750

- I. Water Stakes: This item includes one set of stakes for at 50/25-foot intervals, tangent/curves to domestic water main (2,500 ± LF). Additional stakes locating building laterals and fire hydrants are included.

FIXED FEE \$ 2,750

- J. Dry Utility Stakes: This item includes one set of curb stakes set at 50-foot intervals for horizontal control of trench (2,740 ± LF) with one reference point per building sweep within Senior Center Drive, Streets AA, BB and CC. This item includes one set of stakes for streetlights (14), vault, transformer or hand-hole locations.

FIXED FEE \$ 3,000



- K. Parking Lot Lights: This item includes one set stakes set at each proposed light as shown on said precise grading plan (56).

FIXED FEE \$ 2,000

- L. AC Dike and Curb Stakes: This item includes one set of stakes set at 50/25-foot intervals, tangent/curves, to curb/dike (3750± LF) for Senior Center Drive, Streets AA, BB and CC. Radii of 10-feet or less will be set with a radius point, and grades to both PCR's and larger radii will be set on quarter delta points. This item includes staking for cross gutters and ped ramps.

FIXED FEE \$ 3,000

- M. Parking Curb Stakes: This item includes one set of stakes set at 50/25-foot intervals, tangent/curves, to curb for parking area around proposed building as shown on said precise grading plans. Radii of 10-feet or less will be set with a radius point, and grades to both PCR's and larger radii will be set on quarter delta points. This item includes staking for cross gutters and ped ramps.

FIXED FEE \$ 3,000

- N. Building Stakes: This item includes one set of outside gridline envelope stakes set at a minimum of 30-foot intervals to establish building locations on finished pads. No transferring of these stakes is included.

FIXED FEE \$ 2,000

- O. Form Verification: This item includes verifying the building forms for horizontal and vertical location. Additional trips to re-verify building forms will be charged as an extra. A letter will be issued if required.

FIXED FEE \$ 950

- P. Walkway Stakes: This item includes one set of stakes for walkways non-contiguous to buildings or curb.

FIXED FEE \$ 2,000

TOTAL ENGINEERING FIXED FEE	\$ 60,100
TOTAL ENGINEERING TIME-AND-MATERIALS	\$ 41,000
TOTAL CONSTRUCTION STAKING SERVICES FIXED FEE	\$ 49,950
TOTAL CHANGE ORDER NO. 3	\$ 151,050

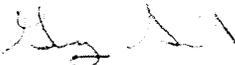
NOTES

The above survey services are based upon the following conditions:

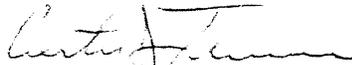
1. This lump sum fee is subject to revisions based on approved plans and plans not yet provided.
2. Each item includes one set of stakes, unless otherwise noted.
3. Survey services include generation of all base mapping, coordinates, and offset calculations required for construction staking. Locations will be generated from AutoCAD drawings provided by others.
4. Site shall be ready for the services to be provided. Excessive obstructions, such as dirt piles, vehicles, construction supplies, and equipment, shall be cleared from the area to avoid the need for unusual survey methods or waiting time. Use of unusual survey methods or delays caused by waiting for the area to be cleared shall be considered extra work, for which an "extra work authorization" form shall be signed by the Client's representative prior to completion of the task.
5. Items shall be staked in one continuous operation or in full-day work increments. Extra move-ins to stake short lengths or isolated areas of improvements shall be considered extra work, for which the Client's representative prior to completion of the task shall sign an "extra work authorization" form.
6. All construction staking requests must be made 48-hours in advance. However, all efforts will be made to respond to staking requests on the next business day.
7. Extra staking or request for staking outside of this scope will be paid on a time-and-materials basis per the attached fee. A change order can either be a lump sum to cover future cost or created monthly based on the work requested. All work will be based on extra work tickets signed by the site superintendent.

If this change order is acceptable, please acknowledge by signing in the space provided below and return one signed original for our files.

Very truly yours,



Gregory M. Shields, PE
Principal/CEO



Curtis J. Turner, PE/PLS
Vice President

BUDGET CHANGE ORDER NO. 3
ACKNOWLEDGED AND ACCEPTED BY:

_____ Date

**ENGINEERING AND DESIGN SERVICES
FOR A PORTION OF THE EL CORAZON SENIOR CENTER**

COPY

CITY OF OCEANSIDE

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into this 18th day of February, 2004, by and between the CITY OF OCEANSIDE, a municipal corporation, hereinafter designated as "CITY", and Project Design Consultants, 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:

See Exhibit A, which is attached hereto and by this reference made a part of this agreement.

1.1 PROFESSIONAL SERVICES PROVIDED BY CONSULTANT. The professional services to be performed by CONSULTANT shall consist of all professional engineering and design services necessary to complete the tasks contained in Exhibit A and work closely with the City Engineer in performing work in accordance with this Agreement in order to receive clarification as to the result that 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 the Supervising Property Agent.

**ENGINEERING AND DESIGN SERVICES
FOR A PORTION OF THE EL CORAZON SENIOR CENTER**

- 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.
 - 1.2.7 Provide overall project management.

2.0 TIMING REQUIREMENTS

- 2.1 Time is of the essence in the performance of work under this Agreement.
- 2.2 CONSULTANT agrees to strictly adhere to scope of work timing requirements that may be established during the term of this Agreement by the City Engineer.
- 2.3 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 may grant reasonable time extensions for unforeseeable delays which are beyond CONSULTANT'S control.
- ⁴
2.4 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.
- ⁵
2.5 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.

**ENGINEERING AND DESIGN SERVICES
FOR A PORTION OF THE EL CORAZON SENIOR CENTER**

- 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 CONSULTANT 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 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.

**ENGINEERING AND DESIGN SERVICES
FOR A PORTION OF THE EL CORAZON SENIOR CENTER**

7.2.1 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.

- 7.2.2 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.
- 7.3 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.
- 7.4 All insurance companies affording liability insurance 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.
- 7.5 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.

**ENGINEERING AND DESIGN SERVICES
FOR A PORTION OF THE EL CORAZON SENIOR CENTER**

- 7.6 CONSULTANT shall provide evidence of compliance with the insurance requirements listed above by providing a Certificate of Insurance, in a form satisfactory to the City Attorney, concurrently with the submittal of this Agreement.
- 7.7 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.
- 7.8 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 Five Hundred Thousand dollars (\$ 500,000).

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 or lawsuits for damages to persons or property arising out of the conduct, negligent acts, errors, omissions or wrongful acts of 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, expert fees, attorneys' 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 resulting or arising from the tortuous acts or omissions of the CONSULTANT.

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

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10.0 **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.

11.0 **OWNERSHIP OF DOCUMENTS.** Upon payment in full to CONTRACTOR, 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.

12.0 **COMPENSATION.**

12.1 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 B, Schedule of Fees which is attached hereto and by this reference made a part of this agreement. 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 One Hundred Forty-five Thousand, Three Hundred Dollars (\$145,300.00).

CONSULTANT shall perform no work 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~~ *S.B.*

12.2 CONSULTANT shall maintain accounting records including the following information for all work performed in connection with this Agreement:

12.2.1 Names and titles of employees or agents, types of work performed and times and dates of all work which is billed on an hourly basis.

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

12.3 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.

← 12.4 CONSULTANT shall submit monthly invoices identifying by task, (Exhibit A) the estimated percent of work completed and its value based on the cost per task, (Exhibit B which is attached hereto and by this reference made a part of this agreement.) 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.

13.0 **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.

14.0 **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.

15.0 **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.

16.0 **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.

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The CONSULTANT shall be responsible for complying with all applicable 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.

17.0 **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.

18.0 **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.

19. **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:

Project Design Consultants
701 B Street, Suite 800
San Diego, CA 92101

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

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

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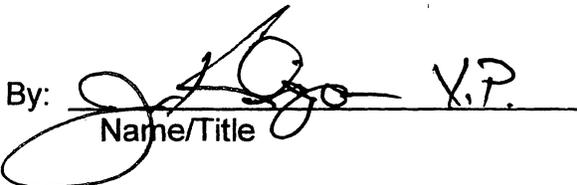
- b. Three (3) working days following the deposit in the United States mail of registered or certified mail, postage prepaid, return receipt requested, addressed to the offices of the party to whom the communication is to be sent, as designated above.

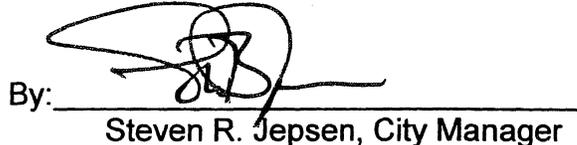
20.0 **SIGNATURES.** The individuals executing this Agreement represent and warrant that they have the right, power, legal capacity and authority to enter into and to execute this Agreement on behalf of the respective legal entities of the CONSULTANT and the CITY.

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:

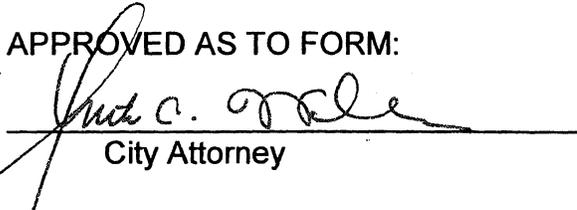
PROJECT DESIGN CONSULTANTS

CITY OF OCEANSIDE

By: 
Name/Title V.P.

By: 
Steven R. Jepsen, City Manager

By: 
Name/Title ASSISTANT VICE PRESIDENT

APPROVED AS TO FORM:

City Attorney

Employer ID No.

NOTARY ACKNOWLEDGMENTS OF CONSULTANT MUST BE ATTACHED.

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EXHIBIT A

SCOPE OF WORK

The CONSULTANT shall furnish professional engineer and design services for the final engineering portion of the El Corazon Senior Center rough graded pad, access roadway and wet utilities construction. The project includes a rough graded pad (approximately seven acres), and associated infrastructure (utilities). The final delivered project will include the following task:

I. SITE PLAN VALIDATION

PDC will incorporate the final building footprint and details into a civil base file. The base file will be electronically delivered to the project architect and project landscape architect for all final design. We anticipate that the project architect will utilize the civil base file for distribution to other consultants on the project team. Major revisions to the project site base file will require additional authorizations after the site validation has begun. This scope also assumes that all project team members will utilize AutoCAD for site plan files, and will use the electronic boundary survey provided by the Owner as a reference. The reference topography, boundary, and easements have been previously provided by the Owner and will be assumed to be valid and current for the purposes of all final engineering designs.

II. GRADING PLAN (Building and Grading Permit)

- A. Rough Grading Plans: PDC will prepare one set of rough grading plans at 1" = 40' scale, based on the Preliminary Site Plan (previously authorized). PDC anticipates that five sheets (two sheets for rough grading and two sheets for disposal site grading and one sheet for detention basing grading), one title sheet, and two detail sheets will be required.
- B. Erosion Control Plan: Sediment and erosion control plans will be prepared at 1" = 40' scale for one phase of construction activity. Four plan sheets are anticipated, with one sheet for sediment and erosion control details and one title sheet.
- C. Additional Design Surveys: Approximately two days of field crew time has been budgeted to obtain additional detailed information needed to prepare the finish grading plan, utility designs, and public improvements. Additional information may include existing utility locations, invert elevations, wall locations/elevations, paving elevations, etc.
- D. Earthwork Analysis: Calculate earthwork quantities based upon the paving and grading plan. Note: Based upon site visits and preliminary site plans,

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it is anticipated that the site will not balance and that an export will be required. Remedial grading calculations are not anticipated as part of this scope.

- E. Bond Estimates: PDC will prepare one estimate of onsite grading and improvements per the City of Oceanside Bonding Costs Schedule for the purposes of bonding only.
- F. As-Builts: PDC will prepare and submit as-built drawings to the City of Oceanside based upon the contractor-provided redline drawings. Field measurements are not included or anticipated to be required for this effort.

III. DRAINAGE AND WATER QUALITY

- A. Hydrology and Hydraulic Report: Perform hydrologic and hydraulic analyses for the project commensurate with the final engineering of the project storm drain improvements. The following work tasks will be performed for the project:
 - 1. *Data Collection and Review*: This task includes a site investigation to verify existing drainage patterns, facility locations, and proposed backbone storm drain connection point; and review of previous drainage report and site plan drainage map prepared by PDC
 - 2. *Project Hydrology*: This task includes hydrologic analysis associated with the new project storm drain system. The 100-year storm hydrology will be used in the hydraulic analysis and design of the onsite storm drainage improvements.
 - 3. *Local Onsite Hydraulic Analysis*: This task includes sizing and analysis of the private onsite mainline storm drainpipes. Local area drains will not be included in the calculations. It is anticipated that the project drainpipe analysis will begin with the existing 18-inch PVC mainline, just upstream of the existing CDS unit.
 - 4. *Drainage Report*: This task includes preparation of a drainage report narrative and maps for City review. The report will include a project description, hydrologic and hydraulic criteria and methodology, and summary of results.
 - 5. *Project Management*: This task includes QA/QC associated with the drainage design and in-house civil support. Meetings with the City/City will be assessed on a time-and-materials basis.
- B. City Processing and Report Modifications: This task includes two plan check cycles (including first submittal). It is difficult at this point in time to

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assess the extent of future City plan check comments. Therefore, this task will be performed on time-and-materials, not to exceed basis.

- C. Water Quality Compliance Review: This item includes review of the current Water Quality Report for the overall site prepared by others through the Mining Reclamation Permit. The current project will be reviewed in light of the latest water quality requirements of the City of Oceanside SUSMP. PDC will prepare a Water Quality Technical Report as required by the City. The following items are not included in the scope of work and would need to be contracted for separately: engineering design of BMPs, supply or implementation of BMPs, coordination of maintenance agreements for BMPs, revisions due to changes in planned development of the project area.

To complete the work, the City is responsible for providing the following items to PDC: updates, as needed, on any development plans for the site as they may affect water quality issues, copies of operation and maintenance agreements for all post-construction BMPs, preliminary site plans, and additional project information as requested by PDC for completion of the Water Quality Technical Report.

- D. Stormwater Pollution Prevention Plan (SWPPP): As required by the modified General Permit for Storm Water Discharges from Construction Activity (SWRCB Order No. 99-08-DWQ and Resolution No. 2001-046, NPDES Permit No. CAS000002), PDC will develop the initial Storm Water Pollution Prevention Plan (SWPPP), including the site description addressing the elements and characteristics specific to the site, descriptions of BMPs for erosion and sediment controls, descriptions of BMPs for construction waste handling and disposal, implementation of approved local plans, description of proposed post-construction controls, details of non-storm water management, and a construction site sampling, monitoring, and inspection plan. This scope includes the completion of a Notice of Intent (NOI) for the City, one meeting with the City to review the SWPPP prior to completion, and one brief training session for the site superintendent on proper SWPPP implementation.

The following items are not included in the scope of work for the SWPPP and would need to be contracted for separately: engineering design of BMPs, supply or implementation of BMPs, coordination of maintenance agreements for BMPs, revisions to the SWPPP after approval from the City, BMP monitoring or sampling, BMP monitoring or sampling training, and processing through the Regional Water Quality Control Board (RWQCB) or other resource agency, correspondence to and/or communication with the State Water Resources Control Board, RWQCB, or other resource agency.

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To complete the work, the City is responsible for providing to PDC: AutoCAD files with the existing and proposed features within the project boundary including topographic contours and storm drain systems, a list of materials on site with the potential to pollute storm water, company names and contact information for all subcontractors for the project, a project schedule, a check for \$700 made out to "State Water Resources Control Board" for the annual permit fee, and additional project information as requested by PDC for completion of the SWPPP.

Assumption: This scope includes only two plan check cycles.

Exclusions

- a) Overall El Corazon property hydrology or hydraulic analysis.
- b) Redesign/final engineering of existing and new offsite drainage improvements.
- c) Design and analysis of interim drainage improvements associated with project construction.
- d) Design of landscape drainage systems.
- e) Design of water quality BMPs
- f) Processing through the Coastal Commission and resource agencies.
- g) Construction SWPPP monitoring or sampling.

IV. PUBLIC IMPROVEMENT PLANS

- A. Plan and Profile: Prepare public improvement plans and profiles at 1" = 40' scale for two 2-lane streets within collector road graded footprints, one from Oceanside Boulevard and one from Rancho Del Oro Drive. The plans will include sewer, water, and storm drain design to serve the Senior Center, and the street drainage storm drain to connect to existing facilities on Oceanside Boulevard and Rancho Del Oro Drive within approximately 300 feet of proposed intersections. PDC anticipates one title sheet, four plan and profile sheets, and one detail sheet. Assumes only minimal striping at the intersections that would be shown on the street improvement plans. No striping plan is required.
- B. Traffic Control Plans: Prepare up to six sheets of traffic control plans at 1" = 40' scale, one sheet for each of the new street connections to Oceanside Boulevard and Rancho Del Oro Drive, and four sheets for utility connections in Oceanside Boulevard and Rancho Del Oro Drive.

V. PROJECT COORDINATION/MANAGEMENT

- A. Project Coordination/Management: Provide coordination and project management support services through the design process. A total of 4 hours per week for 6 months (100 hours) has been budgeted for these

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services and shall be performed on a time-and-materials basis against this budgeted amount. The budgeted amount shall not be exceeded without City's prior authorization.

- B. Meetings: Attend project coordination meetings with the City, design team and City staff as requested by the City. A total of 4 hours bi-weekly for 6 months (50 hours) has been budgeted for these services and shall be performed on a time-and-materials basis. The budgeted amount shall not be exceeded without City's prior authorization.

- C. Construction Support: PDC will provide construction support to address contractor RFIs, attend field meetings, and address field changes on a time-and-materials basis. A total of 40 hours has been budgeted for this task. Additional construction support will not be performed without the City's prior authorization.

EXCLUSIONS

The following items are excluded from the proposal. We assume they are to be provided by others, by separate authorization, or not required:

1. Geotechnical investigations, evaluations and reports.
2. Wetland delineations/environmental studies.
3. Signage submittals.
4. Architectural elevations, floor plans, and color boards.
5. Traffic, sewer and water studies.
6. Title company work.
7. City and agency fees.
8. Structural engineering.
9. Retaining wall structural design and specifications, other than those defined by the Regional Standard Drawings or City of Oceanside Standards.
10. Surveying (staking) or topographical surveys except as mentioned above.
11. Processing of plans through the City or other agencies other than as specified above.
12. Detention basins.
13. Urban pollutant control devices except as specified above.
14. Hydrologic and hydraulic studies and reports except as specified above.
15. Design or evaluation of master water meters or reclaimed water systems.
16. Offsite studies or improvements except as specified above.
17. Encroachment permits.
18. Public storm drain plans except as specified above.
19. Franchise utility design and coordination except as specified above.
20. Preparation of specifications and review of shop drawings.
21. Design of Accessible Paths of Travel
22. Any design or processing not specifically mentioned in the scope of work.

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23. Landscape architecture is excluded. PDC can provide landscape architecture services by separate contract upon City's request.
24. Parking lot striping/handicap parking striping and signage and specifications and fire lane marking and signage are not included.
25. Preparation and recordation of grant deeds for easements of any kind by separate document are excluded.
26. Parcel map is excluded.

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EXHIBIT B

SCHEDULE OF FEES:

ITEM	BASIS	BUDGET
I. Site Plan Validation	T&M	\$6,000
II. Paving and Grading Plans		
A. Rough Grading Plan	Fixed Fee	\$39,000
B. Erosion Control Plan	Fixed Fee	\$10,000
C. Additional Design Surveys	T&M	\$2,000
D. Earthwork Analysis	Fixed Fee	\$2,000
E. Bond Estimate	Fixed Fee	\$1,000
F. As-Builts	Fixed Fee	\$2,500
III. Drainage and Water Quality		
A. Hydrology and Hydraulic Report	Fixed Fee	\$10,000
B. City Processing and Report Modifications	T&M	\$2,000
C. Water Quality Compliance Review	Fixed Fee	\$5,000
D. Stormwater Pollution Prevention Plan (SWPPP)	Fixed Fee	\$6,000
IV. Public Improvement Plans		
A. Plan and Profile	Fixed Fee	\$30,000
B. Traffic Control Plans	Fixed Fee	\$13,000
V. Project Management and Coordination		
A. Project Management	T&M	\$8,000
B. Meetings	T&M	\$4,000
C. Construction Support	T&M	\$4,800
TOTAL		\$145,300