

STAFF REPORT



ITEM NO. 10
CITY OF OCEANSIDE

DATE: November 18, 2009

TO: Honorable Mayor and City Council Members

FROM: Development Services Department

SUBJECT: **PROFESSIONAL SERVICES AGREEMENT FOR DESIGN SERVICES FOR THE OCEANSIDE BOULEVARD SLOPE IMPROVEMENT PROJECT**

SYNOPSIS

Staff recommends that the City Council approve a professional services agreement with Taylor Group, Inc., of Oceanside, in the amount of \$19,532.50 for design work for the Oceanside Boulevard Slope Improvement project located at the southeast intersection of El Camino Real and Oceanside Boulevard, and authorize the City Manager to execute the agreement.

BACKGROUND

The project involves the improvement of an existing slope area located east of the El Camino Real and Oceanside Boulevard intersection and fronting Fire Station 3 and Ocean Shores High School (Exhibit A). The project area includes land within the Oceanside Boulevard right-of-way and slope areas on property associated with Fire Station 3 and Ocean Shores High School. With a slope area of approximately 10,000 square feet and minimal vegetation, the slope occasionally erodes dirt onto the adjacent sidewalk after rainfall events.

Given that the sidewalk fronts Ocean Shores High School, the mitigative measures proposed for this project will provide a clear and safe sidewalk path for the local students and other sidewalk users.

ANALYSIS

To mitigate further erosion of the slope area, the project approach would be to grade the steep slope to a lesser incline and provide extensive drought-tolerant landscaping to provide slope stability. The combination of the two activities would not only mitigate slope erosion but also aesthetically enhance the slope and provide an avenue to maintain the slope on a consistent basis.

In order to effectively increase staff efficiencies and outputs, the Engineering Division developed an on-call services program with consultant firms of varying technical backgrounds. The on-call services program is a pool of prequalified consultants within respective disciplines that are available to perform services on a rotational basis with a not to exceed limit of \$25,000 for one specific project.

Pursuant to the Procurement of Goods and Services Directive and the "multiple awards to the same vendor/contractor/consultant" clause requiring City departments to track expenditures to consultants on a "cumulative effect," when multiple awards are made to a single contractor, the directive requires the cumulative effect be tracked. The total dollar value of the entire cumulative amount will determine what level of approval is necessary.

As part of the Engineering Division's on-call services program, Taylor Group, Inc., (Taylor Group) was selected to provide geotechnical and grading design services for the project in an amount not to exceed \$19,532.50. Landscaping and irrigation system design will be performed by City staff.

The proposed agreement with Taylor Group, coupled with past services provided by the consultant to the Engineering Division within the past few years has resulted in a cumulative expenditure amount that exceeds \$50,000. Therefore, the professional services agreement between the City and Taylor Group will require City Council approval.

FISCAL IMPACT

Taylor Group has submitted a proposal for the slope improvement project of \$19,532.50. Funding is programmed in Transnet project O18. The Oceanside Boulevard Slope Improvement project (902522600212) has a current available balance of \$120,537 in FY 2008-09 carry forward, therefore sufficient funds are available for the project design phase.

INSURANCE REQUIREMENTS

The City's standard insurance requirements will be met.

COMMISSION OR COMMITTEE REPORTS

Does not apply.

CITY ATTORNEY'S ANALYSIS

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

RECOMMENDATION

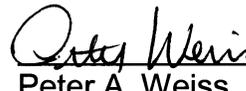
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PREPARED BY:

SUBMITTED BY:



Paul J. Pham
Assistant Engineer



Peter A. 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:

Professional Services Agreement with Taylor Group, Inc.
Exhibit A

CITY OF OCEANSIDE

PROFESSIONAL SERVICES AGREEMENT

PROJECT: Oceanside Boulevard Slope Improvement Project - 902522600212

THIS AGREEMENT, dated _____, 2009, for identification purposes, is made and entered into by and between the CITY OF OCEANSIDE, a municipal corporation, hereinafter designated as "CITY", and TAYLOR GROUP INC., hereinafter designated as "CONSULTANT."

NOW THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

- 1. SCOPE OF WORK.** Provide all professional engineering services to complete the contract documents required for the improvement of approximately 10,000 square feet of existing slope located east of the El Camino Real and Oceanside Boulevard intersection. Improvements for this project will consist of reducing the steepness of the existing slope, landscaping, and irrigation of the slope to provide soil stabilization. The CITY shall provide the landscape and irrigation system designs for the project, while CONSULTANT shall provide the grading design. A more detailed scope of work for the project, as defined by CONSULTANT (dated August 28, 2009), is attached hereto as Exhibit "A" and made a part hereto.
- 2. INDEPENDENT CONTRACTOR.** CONSULTANT'S relationship to the CITY shall be that of an independent contractor. CONSULTANT shall have no authority, express or implied, to act on behalf of the CITY as an agent, or to bind the CITY to any obligation whatsoever, unless specifically authorized in writing by the City Engineer. The CONSULTANT shall not be authorized to communicate directly with, nor in any way direct the actions of, any bidder or the construction contractor for this project without the prior written authorization by the City Engineer. CONSULTANT shall be solely responsible for the performance of any of its employees, agents, or subcontractors under this Agreement. CONSULTANT shall report to the CITY any and all employees, agents, and consultants performing work in connection with this project, and all shall be subject to the approval of the CITY.
- 3. WORKERS' COMPENSATION.** Pursuant to Labor Code section 1861, the CONSULTANT hereby certifies that the CONSULTANT is aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and the CONSULTANT will comply with such provisions, and provide certification of such compliance as a part of this Agreement.

Oceanside Boulevard Slope Improvement Project - 902522600212

4. LIABILITY INSURANCE.

4.1. 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.

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

Comprehensive General Liability Insurance
(bodily injury and property damage)

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

Commercial General Liability Insurance
(bodily injury and property damage)

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

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

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

4.4 All insurance companies affording coverage to the CONSULTANT for the purposes of this Section shall add the City of Oceanside as "additional insured" under the designated insurance policy for all work performed under this agreement. Insurance coverage provided to the City as additional insured shall be primary insurance and other insurance maintained by the City of Oceanside, its officers, agents, and employees shall be excess only and not contributing with insurance provided pursuant to this Section.

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- 4.5 All insurance companies affording coverage to the CONSULTANT pursuant to this agreement shall be insurance organizations admitted by the Insurance Commissioner of the State of California to transact business of insurance in the state or be rated as A-X or higher by A.M. Best.
- 4.6 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.
- 4.7 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.
- 4.8 CONSULTANT shall provide a substitute Certificate of Insurance no later than thirty (30) days prior to the policy expiration date. Failure by the CONSULTANT to provide such a substitution and extend the policy expiration date shall be considered a default by CONSULTANT and may subject the CONSULTANT to a suspension or termination of work under the Agreement.
- 4.9 Maintenance of insurance by the CONSULTANT as specified in this Agreement shall in no way be interpreted as relieving the CONSULTANT of any responsibility whatsoever and the CONSULTANT may carry, at its own expense, such additional insurance as it deems necessary.
5. **PROFESSIONAL ERRORS AND OMISSIONS INSURANCE.** Throughout the duration of this Agreement and four (4) years thereafter, the CONSULTANT shall maintain professional errors and omissions insurance for work performed in connection with this Agreement in the minimum amount of One Million Dollars (\$1,000,000.00).

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

6. **CONSULTANT'S INDEMNIFICATION OF CITY.** 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

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negligence or active negligence of the CITY, its officers, agents, or employees. CONSULTANT'S indemnification shall include any and all costs, expenses, attorneys' fees, expert fees and liability assessed against or incurred by the CITY, its officers, agents, or employees in defending against such claims or lawsuits, whether the same proceed to judgment or not. Further, CONSULTANT at its own expense shall, upon written request by the CITY, defend any such suit or action brought against the CITY, its officers, agents, or employees founded upon, resulting or arising from the conduct, tortious acts or omissions of the CONSULTANT.

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

7. **OWNERSHIP OF DOCUMENTS.** All plans and specifications, including details, computations and other documents, prepared or provided by the CONSULTANT under this Agreement shall be the property of the CITY. The CITY agrees to hold the CONSULTANT free and harmless from any claim arising from any use, other than the purpose intended, of the plans and specifications and all preliminary sketches, schematics, preliminary plans, architectural perspective renderings, working drawings, including details, computation and other documents, prepared or provided by the CONSULTANT. CONSULTANT may retain a copy of all material produced under this Agreement for the purpose of documenting their participation in this project.
8. **COMPENSATION.** CONSULTANT'S compensation for all work performed in accordance with this Agreement, shall not exceed the total contract price of \$ 19,532.50.

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.

- 8.1 Prior to CITY approval of the plans and specifications, partial payments shall not exceed \$17,579.25.
- 8.2 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.
9. **TIMING REQUIREMENTS.** Time is of the essence in the performance of work under this Agreement and the timing requirements shall be strictly adhered to unless otherwise modified in writing. All work shall be completed in every detail to the satisfaction of the Engineer.

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- 9.1 Phase I. CONSULTANT shall prepare and deliver a copy of the 40% preliminary design plans and erosion control plans to the City Engineer within 10 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.
- 9.2 Phase II. CONSULTANT shall prepare and deliver a copy of the 80% design plans and erosion control plans to the City Engineer within 7 days after Phase I approval. No work shall be performed by CONSULTANT beyond the Phase II stage until the City Engineer has given authorization to perform Phase III.
- 9.3 Phase III. CONSULTANT shall prepare and deliver a copy of the 100% preliminary design plans and design specifications to the City within one week after Phase II approval. No work shall be performed by CONSULTANT beyond the Phase III stage until the City has given written approval of the preliminary design and authorization to perform Phase IV.
- 9.4 Phase IV. CONSULTANT shall prepare and deliver the final design plans on Mylar and design specifications to the City Engineer within one week of the City Engineer's written authorization to perform Phase IV.
- 9.5 Phase V. CONSULTANT shall prepare and deliver the final As-Built plans for record drawings to the City Engineer within four weeks of the City Engineer's written request.
10. **ENTIRE AGREEMENT.** This Agreement comprises the entire integrated understanding between CITY and CONSULTANT concerning the work to be performed for this project and supersedes all prior negotiations, representations, or agreements.
11. **INTERPRETATION OF THE AGREEMENT.** The interpretation, validity and enforcement of the Agreement shall be governed by and construed under the laws of the State of California. The Agreement does not limit any other rights or remedies available to CITY.

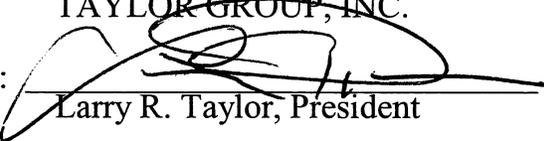
The CONSULTANT shall be responsible for complying with all local, state, and federal laws whether or not said laws are expressly stated or referred to herein.

Should any provision herein be found or deemed to be invalid, the Agreement shall be construed as not containing such provision, and all other provisions, which are otherwise lawful, shall remain in full force and effect, and to this end the provisions of this Agreement are severable.

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- 12. **AGREEMENT MODIFICATION.** This Agreement may not be modified orally or in any manner other than by an agreement in writing signed by the parties hereto.
- 13. **SIGNATURES.** The individuals executing this Agreement represent and warrant that they have the right, power, legal capacity and authority to enter into and to execute this Agreement on behalf of the respective legal entities of the CONSULTANT and the CITY.

IN WITNESS WHEREOF, the parties hereto for themselves, their heirs, executors, administrators, successors, and assigns do hereby agree to the full performance of the covenants herein contained and have caused this Professional Services Agreement to be executed by setting hereunto their signatures on the dates set forth below.

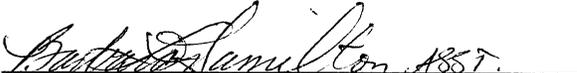
TAYLOR GROUP, INC.
By: 
Larry R. Taylor, President

CITY OF OCEANSIDE
By: _____
Peter Weiss, City Manager

Date: 10-13-2009

Date: _____

By: Wicki Taylor
Name/Title Wicki Taylor, Secretary

APPROVED AS TO FORM:

City Attorney

Date: Oct. 13, 2009

33-0842004
Employer ID No.

NOTARY ACKNOWLEDGMENTS OF CONSULTANT MUST BE ATTACHED.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of SAN DIEGO }

On Oct 13 2009 before me, JOEY LUDWICZAK, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared LARRY R. TAYLOR AND
Name(s) of Signer(s)

VICKI R. TAYLOR

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.



Place Notary Seal Above

Signature [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: _____

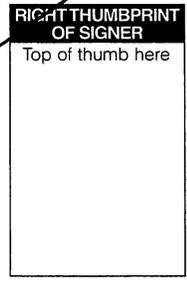
Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

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

Signer Is Representing: _____



Signer's Name: _____

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

Signer Is Representing: _____

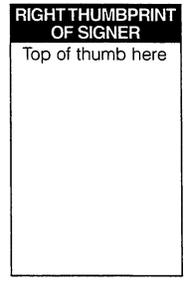


EXHIBIT - A



TAYLOR GROUP, INC.
GEOSCIENCE & ENGINEERING CONSULTANTS

*719 Pier View Way
Oceanside
California 92054
tel: 760.721.9990
fax: 760.721.9991
www.visitTGI.com*

Revised October 6, 2009
TGI Proposal No. P09.1332

City of Oceanside
Development Services Department – Engineering Division
300 North Coast Highway
Oceanside, CA 92054
Attn: Paul Pham

Subject: Proposal for Civil Engineering Services
Slope Improvements – Oceanside Boulevard at Ocean Shores HS
Oceanside, California

Dear Paul:

Taylor Group, Inc. (TGI) is pleased to present this proposal to provide civil engineering design services for proposed slope improvements along eastbound Oceanside Boulevard at Ocean Shores High School in Oceanside, California. This proposal presents our understanding of the project, our proposed scope of services, and an estimate of professional fees for our services. Our understanding of the project scope is based on information you provided during our meeting on July 31, 2009 and our subsequent discussions.

PROJECT UNDERSTANDING

Based on our preliminary meeting and our initial review of the preliminary plans provided by the City, our general understanding of the proposed project is summarized as follows:

- The conceptual project consist of improvements to mitigate slope erosion issues along approximately 550 l.f. of eastbound Oceanside Boulevard east of El Camino Real
- The current design concept involves re-grading of the slope with minimal (or no) use of retaining walls along the toe of the slope and minimal (or no) relocation of an existing underground cable television line at the toe of slope. Extensive landscaping of the slope is also included.
- The project area includes land within the Oceanside Boulevard right-of-way and slope areas on property associated with City of Oceanside Fire Station No. 3 and Ocean Shores High School (Oceanside Unified School District)

The City originally requested that TGI provide a fee proposal for retaining wall design and preparation of wall details for the project plans. Following an initial reconnaissance of the project site, we identified several concerns with the original conceptual plan. These are:

- The very steep portions of the existing slope with the most severe erosional rilling would not be flattened by the proposed work and would be difficult to effectively landscape. Consequently, the proposed approach might not be as effective as other possible approaches at mitigating the slope erosion.
- Planting of larger trees (e.g., 24" boxed trees) as shown on the landscape plan on many portions of the slope above the proposed retaining wall could be challenging due to the steepness of the existing slope.
- Footing excavations and backcuts for the walls - plus backfilling after the walls are constructed - might involve nearly as much earthwork as an "all-grading" solution.

Based on our initial site visit, we concluded that the erosion problems at the site could probably be resolved by grading and landscaping the slope without the need for a retaining wall along the entire length of the site. The City subsequently adopted our suggestion.

SCOPE OF SERVICES

Our proposed scope of services for each of the two options identified above is described in this section.

Topographic Survey

We recommend that a topographic survey of the project area should be performed to provide a more precise topographic map of the slope conditions to serve as the basis for design. The survey will include an area of about 0.7 acres encompassing a strip approximately 50 feet wide to include the southerly curb and gutter on Oceanside Boulevard, the sidewalk, slope and top of slope areas along the roughly 550 foot length of the project frontage.

Site Reconnaissance

TGI will perform a limited visual reconnaissance of the project area to observe existing conditions that will be of significance to the proposed design.

Geotechnical Investigation

TGI will perform a geotechnical investigation of the project site to evaluate geotechnical conditions and develop geotechnical design and construction recommendations for the planned grading and improvements. The investigation will include

- drilling of several borings to depths of 5 to 20 feet below the ground surface;
- collection of drive samples and bulk soil samples;
- geotechnical laboratory testing to evaluate soil strength parameters, index properties, compaction characteristics and volume change characteristics;
- geotechnical analysis to assess slope stability, design earth pressures, bearing capacity and other relevant design parameters, and;
- preparation of a preliminary geotechnical report providing our opinions, conclusions, and recommendations for design and construction.

Grading Design and Drawings

TGI will prepare plan sheets to be included in the project plans that show the limits of grading, provide finished grade contours and points, cross-sections showing existing and finished slope profiles, and details as needed for engineering approval. We anticipate that three (3) sheets will be required for this information.

Erosion Control Plans

TGI will prepare an erosion control plan sheet for the plan set per City of Oceanside requirements.

Construction Staking

TGI will provide staking requirements to our surveying subcontractor O'Day Associates. O'Day will perform construction staking as required.

FEE PROPOSAL

We propose to provide our services on a time-and-materials basis in accordance with the fee schedule included in our proposal for "On Call Engineering Services". A copy of that fee schedule is included as Attachment 1 of this proposal.

Based on the assumptions presented herein, preliminary estimates of fees for our services is presented in Table 1.

ASSUMPTIONS, LIMITATIONS AND EXCLUSIONS

The proposed scope and corresponding fees are estimated based on TGI's experience on similar projects. Unforeseen circumstances, such as significant changes to the proposed improvements scheme or the discovery of subsurface conditions that significantly complicate the design, may occur. Our fee proposal has included the following assumptions:

1. The project is not anticipated to significantly change the drainage of the project site and it is assumed that a formal hydrology study will not be required.
2. The project is not adjacent to an ESA, is not anticipated to create new impervious surfaces and is assumed to not be categorized as a priority project per the SUSMP. Therefore, it is assumed that a runoff assessment report or SWMP will not be required for the project.
3. Costs for coordination and meetings are based on a typical level of effort for this type of project. It is not possible for TGI to fully anticipate the level of coordination that may be required.
4. Rates for field personnel covered under the State Labor Code Requirements are based on State prevailing wage determinations and are subject to their revision.
5. Additional costs (e.g., standby time for field equipment and personnel) resulting from inclement weather, access restrictions or other factors beyond TGI's control are not included.

City of Oceanside
TGI Proposal No. P09.1332
Revised October 6, 2009
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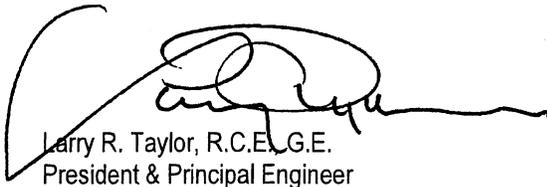
6. Construction-phase geotechnical observation and testing fees are not included in the estimated fee. TGI can provide a cost proposal for these services at a later date based on the final scope of the proposed earthwork and the contractor's estimated construction schedule.

If you are in agreement with our proposal, you may forward the contract documents for execution. We anticipate that the City's standard agreement will be used.

We appreciate the opportunity to provide you with this proposal and look forward to assisting you. If you have any questions, please do not hesitate to call me at (760) 721-9990.

Sincerely,

TAYLOR GROUP, INC.



Larry R. Taylor, R.C.E., G.E.
President & Principal Engineer

Distribution: Addressee (3 copies)

**Table 1. Cost Estimate for Alternative B - Slope Grading Design
Oceanside Boulevard - Ocean Shores High School Slope**

Task/Subtask/Item	Units	Qty	Unit Rate (\$)	Amount (\$)
Geotechnical Investigation				
Field Investigation				
Field Technician/Staff Professional	hr	7	75.00	\$ 525.00
Principal Engineer	hr	3	165.00	\$ 495.00
Direct Costs (Drilling and sampling)	hr	6	240.00	\$ 1,440.00
Laboratory Testing				
Principal Engineer	hr	1	165.00	\$ 165.00
Direct Shear	ea	1	270.00	\$ 270.00
Particle size analysis	ea	2	130.00	\$ 260.00
Atterberg Limits	ea	2	120.00	\$ 240.00
Compaction	ea	1	130.00	\$ 130.00
Moisture content/density	ea	4	25.00	\$ 100.00
Expansion Index	e	1	145.00	\$ 145.00
Geotechnical Analysis/Design Report				
Project Engineer	hr	10	105.00	\$ 1,050.00
Principal Engineer	hr	8	165.00	\$ 1,320.00
			Subtotal:	\$ 6,140.00
Civil Engineering Design - Grading				
Site Observations				
Project Engineer	hr	2	105.00	\$ 210.00
Principal Engineer	hr	1	165.00	\$ 165.00
Grading Design/Calculations				
Project Engineer	hr	16	105.00	\$ 1,680.00
Principal Engineer	hr	6	165.00	\$ 990.00
Erosion Control Plan				
Project Engineer	hr	6	105.00	\$ 630.00
Principal Engineer	hr	2	165.00	\$ 330.00
CAD - Plan and details (3 sheets)	hr			\$ -
Project Engineer	hr	20	105.00	\$ 2,100.00
Principal Engineer	hr	4	165.00	\$ 660.00
Prepare Bid Schedule for Section 3 of Contract Documents				
Project Engineer	hr	8	105.00	\$ 840.00
Principal Engineer	hr	2	165.00	\$ 330.00
			Subtotal:	\$ 7,935.00
Construction Staking				
Subcontract Surveyor - O'Day	est	1	4,250.00	\$ 4,250.00
Project Engineer	hr	2	105.00	\$ 210.00
Principal Engineer	hr	0.5	165.00	\$ 82.50
			Subtotal:	\$ 4,542.50
Meetings and Corrospandance				
Project Engineer	hr	4	105.00	\$ 420.00
Principal Engineer	hr	3	165.00	\$ 495.00
			Subtotal:	\$ 915.00

ESTIMATED TOTAL FEES: \$ 19,532.50



FEE SCHEDULE FOR PROFESSIONAL SERVICES
CITY OF OCEANSIDE ON-CALL ENGINEERING CONSULTING (2009)

Taylor Group, Inc. (TGI) will bill for professional, technical and support services time directly related to a project at the following rates. Time is billed to the nearest 1/10 hour time increment. There are no charges for ordinary secretarial services, office management, accounting, maintenance or other activities not directly related to a project.

Professional Services ⁽¹⁾	Rate (per hour)
Principal Engineer/Geologist	\$165.00
Senior Engineer/Geologist.....	\$ 125.00
Project Engineer/Geologist.....	\$105.00
Senior Staff Professional	\$ 95.00
Staff Professional ⁽²⁾	\$ 80.00

Technical & Support Services	Rate (per hour)
Senior Technician ⁽²⁾	\$ 78.00
Technician ⁽²⁾	\$ 65.00
Senior CAD Designer ⁽²⁾	\$ 85.00
Graphics/CAD Technician ⁽²⁾	\$ 65.00
Office Assistant ⁽²⁾	\$ 38.00

(1) Professional time associated with depositions and court testimony will be billed at 175% of the above-listed rates.

(2) Overtime will be charged for these personnel classifications at 130% of the listed rate. Overtime is defined as time charged to a project in excess of 8 hours per day, time worked on weekends, holidays, or night shifts. Overtime exceeding 12 hours per day will be charged for these personnel classifications at 170% of the listed rate

Project-Related Expenses

Subcontractor costs (such as drilling subcontractors, laboratory fees, etc.) and other direct project related expenses will be billed at cost plus 15 percent.

Mileage for project-related travel will be billed at \$0.50 per mile.

In-house photocopy/reproduction will be billed at \$0.15 per page (B&W).

Other Fee Schedules

A fee schedule for field equipment and instrumentation can be provided upon request.

A fee schedule for geotechnical laboratory testing can be provided upon request.



EXHIBIT A - OCEANSIDE BLVD. SLOPE IMPROVEMENT

- SOURCE: MERRICK 2005 ORTHOPHOTO AND CONTOURS
- THIS MAP PREPARED SOLELY FOR ILLUSTRATION PURPOSE
AND IS NOT TO BE RELIED UPON FOR ENGINEERING DRAWINGS.
- SOME INFORMATION MAY NOT BE ACCURATE.

