

STAFF REPORT



ITEM NO. **23**

CITY OF OCEANSIDE

DATE: December 14, 2005
TO: Honorable Mayor and City Councilmembers
FROM: Planning Department, Public Works Department

SUBJECT: UPDATE ON EL CORAZON IMPLEMENTATION STEPS; AUTHORIZATION TO SOLICIT PROPOSALS FOR AN ENVIRONMENTAL IMPACT REPORT; AUTHORIZATION TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH PROJECT DESIGN CONSULTANTS IN THE AMOUNT OF \$209,000 TO PREPARE MASTER AND MASS GRADING PLANS; AUTHORIZATION TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH PROJECT DESIGN CONSULTANTS IN THE AMOUNT OF \$188,300 TO REDESIGN THE EL CORAZON SENIOR CENTER GRADING, UTILITY AND ROADWAY IMPROVEMENTS, AND ADOPTION OF A BUDGET RESOLUTION IN THE AMOUNT OF \$350,000

SYNOPSIS

In order to implement the El Corazon Master Plan which was accepted by the City Council on August 10, 2005, several steps need to be set in motion. These include establishing the El Corazon Oversight Committee, initiating the environmental review process to assess the potential impacts of the El Corazon Master Plan and corresponding amendments to the City's General Plan and Zoning for the El Corazon property, and retaining an engineering firm to develop mass grading and major utility design components for use in the environmental review process.

BACKGROUND

The El Corazon Master Plan was developed by the El Corazon Planning Committee over a two-year period and was accepted by the City Council on August 10, 2005. In order to implement the Plan, a series of actions will be necessary as outlined in the Master Plan Report. Key initial tasks include:

- Implement Project Oversight Committee
- Initiate General Plan/Zoning Amendments
- Obtain Environmental Review and Approval

Additional tasks identified in the plan include: prepare El Corazon development plan with phasing, develop commercial guidelines, prepare green waste relocation plan, prepare project funding plan, site geographic stabilization, reclaimed water plan, and invasive plant eradication plan.

ANALYSIS

Oversight Committee

The long-range development and implementation of the El Corazon Plan will require significant time, ingenuity, resources and strategic partnerships to realize the components of the Plan. The El Corazon Oversight Committee will provide staff and the Council with a citizen-based group to assist in the ongoing work to realize the Plan's vision. The Oversight Committee has been appointed by the City Council and includes 10 members, 5 of whom would have served on the El Corazon Planning Committee.

Environmental Impact Report, Request for Proposal

The next significant effort includes preparing an Environmental Impact Report (EIR) on the proposed El Corazon Master Plan and making the appropriate General Plan and Zoning Amendments to facilitate implementation of the Master Plan. Staff is recommending that the Council authorize the issuance of a Request for Proposal (RFP) to solicit consultant services to prepare a full EIR to assess the impacts of the proposed El Corazon Master Plan and related General Plan/Zoning Amendments. It is anticipated that the cost of a full EIR and supporting analysis will not exceed \$250,000 and will take 12-18 months to complete. A copy of the RFP is attached and staff anticipates Council will award a contract in March 2006. Staff will consult with the El Corazon Oversight Committee continually throughout the EIR process.

Mass Grading and Master Utility Plan

In order to translate the El Corazon Master Plan into its defined components and to properly assess potential environmental impacts, it is necessary to engage a design engineering firm to develop grading alternatives and define major utility requirements at this early stage. Due to their expertise and prior work on the El Corazon site, staff is recommending City Council award a contract to Pacific Design Consultants in the amount of \$209,000 to accomplish these tasks. A copy of the proposed work scope and contract is attached. This most important work should commence now so that input into the EIR document can be incorporated in a timely manner. Staff will consult with the El Corazon Oversight Committee continually throughout this engineering design task.

El Corazon Senior Center Services

On February 18, 2004 City Council approved a professional services agreement for final engineering services for the El Corazon Senior Center development grading and related improvements. This work has been completed. With the completion of the El Corazon Master Plan, realignment of roadways and modifications to the El Corazon Senior Center site layout were made, requiring redesign of the completed plans to reflect the requirements of the Master Plan. The cost to complete these changes is \$188,300.

The plans for the grading and utilities are essentially complete and staff anticipates the Council to approve calling for bids for the project in May 2006.

Remaining Key Tasks

As has been noted, additional tasks will be necessary to prepare the property for development including preparation of development plans for the distinct use areas such as soccer facilities, ball fields, etc., preparation of the phasing plan for the entire site, development of commercial standards/guidelines and refined financial analysis among other tasks. Staff will work with the Oversight Committee in the coming months to prioritize these key work tasks and return to Council with the results and recommendations.

FISCAL IMPACT

The contract for the preparation of the master grading and utility plans is \$209,000. The balance of the funding will be used to support the EIR service which will require additional funding once the EIR consultant has been selected. Staff is recommending that a separate project account for the development of El Corazon be established and initially funded from the City's Unallocated General Fund Reserves. Sufficient funding for the redesign of the El Corazon Senior Center is available in the Senior Center project account.

COMMISSION OR COMMITTEE REPORT

The El Corazon Oversight Committee had its first meeting on November 30, 2005 and fully supports staff's recommendations.

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 authorize the release of a Request for Proposal to obtain consultant assistance to prepare an Environmental Impact Report for the El Corazon Master Plan and corresponding amendments to the General Plan and Zoning for the property, approve a professional services agreement with Project Design Consultants in the amount of \$209,000 to prepare master grading and utilities plans for the site, approve a professional services agreement with Project Design Consultants in the amount of \$188,300 to redesign the grading, utility and roadway improvements for the El Corazon Senior Center, and adopt a budget resolution in the amount of \$350,000 to fund the project.

PREPARED BY:

SUBMITTED BY:



Peter Weiss
Public Works Director



Steven R. Jepsen
City Manager



Gerald Gilbert
Planning Director

REVIEWED BY:

Michelle Skaggs Lawrence, Assistant to the City Manager

Mike Blessing, Deputy City Manager

Nita McKay, Financial Services Director



Attachments

El Corazon Development Cost Summary

Funds to be repaid to City from future El Corazon revenues

• El Corazon Planning Effort	\$350,000
• Grading/Utility Design	\$209,000
• Geotechnical Investigations	<u>\$ 50,000</u>
Total	\$609,000

*Senior Center costs and funding to be tracked separately from El Corazon development costs.



CITY OF OCEANSIDE

PLANNING DEPARTMENT

December 15, 2005

DRAFT
for
Discussion Purposes

Re: REQUEST FOR PROPOSAL – EL CORAZON MASTER PLAN AND ENVIRONMENTAL IMPACT REPORT

The City of Oceanside invites your proposal to provide an El Corazon Master Plan Environmental Impact Report (EIR). El Corazon is an approximately 445-acre former silica sand mine owned by the City of Oceanside and located at the northeast corner of El Camino Real and Oceanside Boulevard. The El Corazon Master Plan was developed by the El Corazon Planning Committee over a two-year period and was accepted by the City Council on August 10, 2005. Related General Plan/Zoning Amendments would accompany approval of the El Corazon Master Plan. A City Council appointed 10 member El Corazon Oversight Committee has been established to assist in the overall effort to implement the Master Plan.

Scope of Work

It will be the responsibility of the consultant to provide the City with an EIR and a range of supporting technical documents. The following specific tasks necessary for compliance with the California Environmental Quality Act (CEQA) includes:

- a. The consultant shall provide a notice of preparation (NOP), including an initial study checklist. The consultant shall oversee preparations for and implementation of a scoping meeting for the EIR. The City will be responsible for distribution of the NOP. It is anticipated that the major issues to be identified in the initial study and addressed in the EIR will include, but not be limited to the following:
 - Land use and planning;
 - Geologic issues (technical report required);
 - Drainage (technical report required);
 - Storm Water Mitigation Plan (technical report required);
 - Air quality (technical report required)
 - Traffic Study (technical report required);
 - Biological resources (technical report required);
 - Hazards;
 - Public services;
 - Utilities and service systems;
 - Aesthetics;

- Recreation;
- Cumulative impacts (water quality, traffic, parking, etc.)
- Alternatives – the No Project Alternative and a minimum of two project alternatives will need to be evaluated.

The environmental issues analyzed in the EIR shall be consistent with the initial study, as described above.

- b. The consultant shall provide 20 copies of the first screencheck EIR, 5 copies of the second screencheck EIR, and 50 copies of the EIR for public review. Distribution of the shall be the responsibility of the City.
- c. Five copies of each technical report shall be initially submitted for review and approval. Upon staff approval, the technical appendices shall be bound for public review with the draft EIR. The consultant shall provide 40 copies of the appendices either attached to the draft EIR or under a separate cover.
- d. The consultant shall prepare written responses to public and agency comments on the draft EIR. Anticipate responding to approximately 100 comment letters.
- e. The consultant shall prepare 50 copies of the final EIR and 40 copies of the final appendices (if revised).
- f. The consultant shall prepare the findings and statement of overriding consideration (if required) to accompany the final EIR. The consultant shall also be responsible for preparation of the Mitigation Monitoring and Reporting Program for the project.
- g. The consultant shall attend up to eight (8) meetings with city staff including interface with the El Corazon Oversight Committee and five (5) public hearings/meetings (not including the scoping meeting).

Delivery of Proposal

All proposal documents shall be submitted in conformance with the following requirements:

- a. A list of the most recent projects which the proposer performed similar work of like size, scope and complexity. Include a contact name and phone number for the contracting party and a brief description of the work performed.
- b. A list or organization chart of the proposer's principals, employees, agents, and subcontractors that the proposer anticipates assigning to the project.
- c. A description of the methods by which the proposer intends to perform the work set forth in the scope of work to include, at minimum, the following items:

DRAFT
for
Discussion Purposes

- An estimated performance and payment schedule.
 - A concise but detailed description of the issues, impacts, and analyses to be addressed in the Precise Plan Amendment/EIR.
 - A brief description of the alternatives to be analyzed in the draft EIR. It is anticipated that at minimum the No Project and two project alternatives will need to be analyzed.
- d. Proposers are required to submit six (6) complete copies of their proposals in accordance with the above requirements prior to 4:30 p.m. on Tuesday, January 31, 2006. Please mail or deliver the proposals to the City of Oceanside, Planning Department, Attn: Jerry Hittleman, 300 North Coast Highway, Oceanside, California 92054.

Please contact me at 760-435-3520, if you have any questions.

Sincerely,

Jerry Hittleman
Senior Planner

Enclosure: Conceptual El Corazon Master Plan Site Plan

1 RESOLUTION NO. _____

2 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OCEANSIDE
3 AMENDING THE BUDGET FOR THE 2005-2006 FISCAL YEAR

4 WHEREAS, Resolution No. 05-R0433-1 approving the Capital
5 Improvements Program budget for fiscal year 2005-2006 was adopted
6 on June 15, 2005; and

7 WHEREAS, the City Manager has recommended and the City
8 Council desires to approve certain amendments to said budget;

9 NOW, THEREFORE, the City Council of the City of Oceanside
10 does resolve as follows: that the Financial Services Director is
11 authorized to amend the budget as requested and to record
interfund cash transfers as required in accordance with this
resolution and Resolution No. 05-R0433-1 adopting the Capital
Improvements Program budget for fiscal year 2005-2006 is hereby
amended as follows:

Reviewed by Financial Services 

PURPOSE		
To increase the CIP budget by \$350,000 to implement the El Corazon Master Plan Project using funds from the General Fund Unallocated Fund Balance.		
IN ORDER TO ACCOMPLISH THIS PURPOSE, THE FOLLOWING ACCOUNTING ENTRY IS NEEDED		
ADDITION	ACCOUNT NUMBER & NAME	AMOUNT
(101) 1010.6990.00501	Trns-t Genl CP's Fd	\$350,000
(501) 874051.5XXX	El Corazon Master Plan	350,000
SOURCE	ACCOUNT NUMBER & NAME	AMOUNT
(101) 101.3301	Fund Balance	\$350,000
(501) 5010.4990.00101	Trns-f General Fd	350,000
FUND: (101) General Fund		
(501) General Capital Projects Fund		

21 PASSED AND ADOPTED by the City Council of the City of Oceanside
22 this ___ day of _____, 2005, by the following vote:

23 AYES:
24 NAYS:
25 ABSENT:
26 ABSTAIN:

27 ATTEST:

MAYOR OF THE CITY OF OCEANSIDE

28 _____
CITY CLERK

CITY OF OCEANSIDE

PROFESSIONAL SERVICES AGREEMENT

PROJECT: EL CORAZON MASTER PLAN ENGINEERING

THIS AGREEMENT is made and entered into this 14 day of NOVEMBER, 2005, 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 attached Exhibit A

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 Public Works Director.

El Corazon Master Plan Engineering

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 the 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.
- 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.
- 2.5 Failure by CONSULTANT to strictly adhere to these timing requirements may result in termination of the Agreement by the CITY and the assessment of damages against the CONSULTANT for delays.

- 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

El Corazon Master Plan Engineering
and employees, performed in connection with this Agreement including, but not
limited to, premises and automobile.

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
---------------------------------------	--------------

*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 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.
- 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

El Corazon Master Plan Engineering

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.

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", 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 Two Hundred Nine Thousand Dollars (\$209,000).

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 12.2.2.

El Corazon Master Plan Engineering

- 12.2 CONSULTANT shall maintain accounting records including the following information:
- 12.2.1 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.
- 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

El Corazon Master Plan Engineering

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.

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.

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.

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:

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

El Corazon Master Plan Engineering

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
- 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: [Signature]
Name/Title

By: _____
Steven R. Jepsen, City Manager

By: [Signature] ASSIST. V.P.
Name/Title

APPROVED AS TO FORM:
[Signature]
City Attorney

Employer ID No.

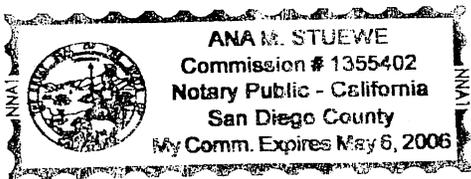
NOTARY ACKNOWLEDGMENTS OF CONSULTANT MUST BE ATTACHED.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California }
 County of San Diego } ss.

On 11-15-05 before me, Ana M. Stuewe, Notary Public
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")
 personally appeared Steven A. Bliss + Greg Shields
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/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.

WITNESS my hand and official seal.
Ana M. Stuewe
Signature of Notary Public

OPTIONAL

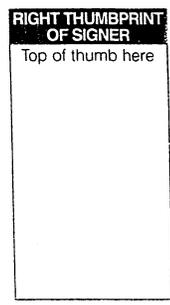
Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

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: _____





File: F05-719

Oct. 25, 2005

Page 1 of 6

**EXHIBIT 'A' - SCOPE OF WORK
CIVIL ENGINEERING SERVICES
EL CORAZON MASTER PLAN ENGINEERING
SAN DIEGO, CALIFORNIA**

This scope was prepared without the benefit of any detailed architectural or landscape architectural plans and as such is subject to change, if necessary, after project details are further understood. This scope assumes that no further tasks are required at this time other than those included therein.

PDC also offers landscape design and construction staking services and would be happy to provide a proposal for these services upon request.

I. SCHEMATIC BASE FILE/DRAWINGS

A. Base File

Base/Master Drawing: Includes creation of the electronic AutoCAD Master drawing file. The electronic Master drawing file will incorporate the 2005 aerial topography provided by the City, boundary and encumbrance plot electronic line work from PDC; topographic survey completed for the City of Oceanside in June 2000; utility information generated from field visits, and City record research. The base file will show proposed park facilities derived from the RRM Design Group Photoshop master plan received September 14, 2005.

FIXED FEE \$ 19,000

B. Conceptual Utility Layout: Provide conceptual schematic planning for location and sizing of water, sewer, and storm drain systems within the project.

FIXED FEE \$ 3,000

TOTAL ITEM I FIXED FEE \$ 22,000

II. PRELIMINARY ENGINEERING

A. Preliminary Engineering Facility Layout/Validation: Prepare studies to validate the planning level El Corazon Master Plan exhibit in engineering terms.



Items to be addressed will be:

Park road and trail alignments

Park road and trail sections

Parking lot sizing

Play field sizing

Community building rough sizing and locations (i.e., community center, restrooms, and snack bars)

Conceptual Grading Scheme

Preliminary utility layout (refine concept utility layout)

176 hours has been budgeted for this task.

TIME-AND-MATERIALS \$ 22,000

- B. Preliminary Engineering Rough Grading and Concept Drainage Plan: Prepare a preliminary engineering level rough grading and concept drainage plan at a 1-inch = 100-foot scale. The plan will depict large pad sheet grading, park road and trail alignments, typical sections, outline footprints of parking lots, play fields, and City/community building simplified footprints. Includes setting initial elevations.

FIXED FEE \$ 40,000

- C. Earthwork Volume Calculations: Provide up to three project wide earthwork calculations. (i.e., initial earthwork, 1 iterative earthwork based on City direction, and a final earthwork after implementation of City direction.) Excludes determination of quantities for remedial grading.

FIXED FEE \$ 9,000

- D. Reset Graded Pad Elevations: Provide up to two progressive pad grade revisions based upon earthwork quantities and City direction.

TIME-AND-MATERIALS \$ 17,000

- E. Preliminary Hydrology Report: Prepare a Preliminary Hydrology Report for the proposed master plan to the level required for a Tentative Map. Analyses will be conducted using the currently approved City of Oceanside hydrologic methodologies and procedures. Given the project site's size, we anticipate preparing a Rational Method analysis to determine peak 100-year discharges from the project site. We have assumed that peak 100-year flows within Garrison Creek will be provided to us by the City, and therefore, offsite analyses to calculate run-on flows entering the site will be unnecessary.



Once peak 100-year discharges are determined, we will examine the potential impacts of the proposed site development upon the existing public storm drain system. We understand that the existing storm drain facilities conveying runoff from the southerly area of the site to Loma Alta Creek may be undersized. Therefore, any increase in peak discharges to these facilities could further increase the deficiency. As part of our report, we will identify the approximate detention volume required to attenuate the increase in peak 100-year discharge from the southerly area of the site back to existing levels. We also understand that the city is currently examining the possibility of a regional detention basin within the western portion of the site relation to Garrison Creek. Because this basin is already under consideration, we have not included time to further analyze detention in other areas of the site.

Developing a master plan and analyzing potential effects often require an iterative process. We have included time to revise our hydrologic calculations based on two design revisions in coordination with other design activities. Preparation of floodplain modeling using HEC-RAS or other methods, and the preparation of a Water Quality Technical Report are not included in this scope. Except as noted above, we have assumed that the existing storm drain facilities available adjacent to the site have sufficient capacity to serve the proposed development, and no significant offsite drainage study will be required. Preparation of hydraulic calculations (i.e. inlet sizing, gutter calculations, Hydraulic Grade Lines, etc.) are not anticipated at this conceptual level.

FIXED FEE \$ 25,000

- F. Sanitary Sewer Study: Upon receiving the projected wastewater flows from PDC, Tetra Tech will review projected flows and analyze their impact on the existing sewer system from the point of connection at the property line of El Corazon through to the City's Wastewater Treatment Plant. Tetra Tech will provide recommendations on improvements to the City's existing sewer system.

FIXED FEE \$ 10,000

- G. Develop Water Demands: Upon receiving authorization to proceed, Tetra Tech will develop the project water demands throughout the entire 465 acre development of El Corazon as shown on the most recent Master Plan map provided by PDC. Demands to be developed include fire, commercial, domestic and irrigation water use. Average and peak demands will be developed for commercial, domestic and irrigation water use.

Using the developed demands, we will determine operational and fire storage requirements for El Corazon.

FIXED FEE \$ 4,000



- H. Develop Water Transmission System: Upon review and approval of the water demands by PDC, Tetra Tech will build a water transmission model for the El Corazon development utilizing the H2O-Map water modeling software. The model will consist of those pipelines necessary to transmit water to the metered points within the development. Once created, the El Corazon water model will be inserted into an existing model of the City of Oceanside's water transmission system already under development for the City's 2005 Master Plan.

Tetra Tech will then proceed with modeling the system under three scenarios: average demand, peak demands, and peak demands with fire flow.

FIXED FEE \$ 10,000

- I. Water Supply Report: Tetra Tech will prepare a Water Supply Report explaining our methodology, detailing the results, and providing our recommendations for the on-site water transmission system and off-site improvements to the City of Oceanside's existing water system.

FIXED FEE \$ 10,000

TOTAL ITEM II FIXED FEE	\$108,000
TOTAL ITEM II TIME-AND-MATERIALS	<u>39,000</u>
TOTAL ITEM II	\$147,000

III. COORDINATION MEETINGS AND PROJECT MANAGEMENT

Attend meetings with the Client and other consultants as requested for project start-up, and coordination. Assumes one PDC staff will attend a bi-weekly Project Team meetings (4-hours per meeting budgeted) for a 6-month duration from December 2005 to June 2006. Also includes project management tasks such as updating project schedules, providing project status reports, and other miscellaneous project coordination items. These services will be provided on a time-and-materials basis in accordance with the attached hourly rates. Approximately 200 hours has been budgeted for this task.

ITEM III TIME-AND-MATERIALS \$ 26,000

IV. REIMBURSABLES

Reimbursable charges for blueprinting, photographic mylar reproduction, photocopying, travel and mileage, delivery services, long-distance telephone charges, computerized plotting, special graphic supplies, facsimiles, and other direct project charges incurred on behalf of Client will be billed to Client at cost plus 10%.

The above fee estimate is based on PDC's knowledge of the project at this time and experience with similar projects. Should project program or design elements change



significantly, PDC reserves the right to adjust fees for the individual tasks outlined in the attached Scope of Work appropriately for the modifications to the project.

ITEM IV TIME-AND-MATERIALS	\$ 14,000
TOTAL FIXED FEE	\$130,000
TOTAL TIME-AND-MATERIALS	\$ 79,000
TOTAL CONTRACT	\$209,000

CLARIFICATIONS

1. Services to prepare, Coastal Permit, and/or Special Use Permit, obtain Regional Water Quality Control Board (RWQCB) approval with respect to discharge of groundwater into storm drains, obtain San Diego Community Health Department approval, or generate any other discretionary and/or supporting documentation are not included. These are not identified at this time.
2. Services to prepare and process landscape and irrigation plans and hardscape plan and specifications are not included. PDC is a licensed landscape architect and can provide landscape architecture as an amendment to this contract.
3. Services to prepare and process environmental documents and supporting documentation are not included. These are not anticipated to be required.
4. Preparation of title reports is not included. The Owner typically provides this.
5. Government agency fees for processing permits are not included. These are to be provided by the Owner.
6. Services to prepare traffic studies are not included and if required are to be provided by others.
7. Retaining wall details and structural calculations are not included.
8. Geotechnical reports are not included. Owner typically provides them.
9. Design of paving structural sections is not included. Paving section design is provided by others (typically the geotechnical consultant). Services to incorporate recommendations from the geotechnical engineer for the paving structural section into the civil plans are included.
10. Preparation right-of-way dedication documents are not included. It is anticipated that none will be required.
11. No storm drain hydrology or hydraulic computations, except as specifically identified, are included. It is assumed the existing storm drain infrastructure in the vicinity of the project is adequate to serve the site.
12. Erosion Control Plans and measures and SWPPP are not included.
13. Storm Water Quality Management or technical plans or reports pursuant to the City's SUSMP or NPDES are not included.
14. No construction inspection services are included.
15. Excludes preparation and processing of any kind of permits.



16. Excludes determination of earthwork quantities for remedial grading. PDC recommends City contracting separately with a construction estimating service for remedial grading quantities.
17. Excludes preparation of opinions of probable costs.



PROJECT DESIGN CONSULTANTS

LABOR RATE SCHEDULE
Effective March 07, 2005

Principal, Senior Project Manager	\$170
Project Manager	\$145
<hr/> Planning, Environmental & Landscape Architecture <hr/>	
Senior Environmental/Senior Planner	\$115
Senior Landscape Architect	\$105
GIS Specialist, CAD/GIS Coordinator, Associate Planner	\$100
Landscape Architect, Project Planner	\$95
Landscape Designer, Assistant Planner	\$90
Urban Designer, Electronics Visualization Specialist	\$88
Junior Planner	\$85
GIS Technician	\$80
Graphics Artist	\$72
Landscape Drafter, Asst. Landscape Designer	\$65
Planning Intern, Clerical	\$60
<hr/> Engineering <hr/>	
Senior Project Engineer, Design Manager	\$130
Project Engineer, Design Supervisor, Water Quality Engineer	\$110
Senior Civil Designer, Design Engineer, Project Coordinator	\$100
Civil Engineer, CADD Manager	\$90
QC Specialist	\$89
Civil Designer	\$80
Asst. Civil Engineer	\$75
Design Drafter	\$70
Drafter	\$65
Permit Processor, Clerical	\$60
Junior Technician	\$50
<hr/> Surveying, Photogrammetry <hr/>	
Site Manager, Crew Manager, Mapping Manager, Senior Surveyor	\$121
Sr. Right-of-Way Agent	\$115
Surveyor	\$106
Crew/Mapping Coordinator, Photogrammetric Mapping Manager	\$98
Survey Coordinator	\$95
Survey/Map Tech II	\$87
Photogrammetrist/Photogrammetric Map Editor	\$85
Survey/Map Tech I	\$77
Right-of-Way Agent	\$73
Right-of-Way Special Projects Engineer	\$69
Clerical	\$60
2-Man Survey Crew (Conventional)	\$175
3-Man Survey Crew (Conventional)	\$215
1-Man Crew (GPS; 1 Receiver)	\$125
2-Man Crew (GPS; 2 Receivers)	\$210
3-Man Crew (GPS; 3 Receivers)	\$275

Reimbursable charges for blueprinting, photographic mylar reproduction, photocopying, travel and mileage, delivery services, long-distance telephone charges, computerized plotting, special graphic supplies, facsimiles, and other direct project charges incurred on behalf of Client will be billed to Client at cost plus 10%.

Rates subject to change without notice after June 30, 2005

Named Insured: Project Design Consultants

Policy Number: BK01255200

Owners, Lessees Or Contractors (Form C)

ADDITIONAL INSURED Effective: 09/01/05

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following;

LIABILITY COVERAGE PART.

Schedule

Name of Person or Organization:

City of Oceanside

Re: Oceanside Second Senior Center

1. SECTION II - WHO IS AN INSURED is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" for that insured by or for you.
2. With respect to 1. above the following additional provision applies:

SECTION IV. 5. Other Insurance is replaced by the following:

5. Other Insurance.

The insurance afforded by this Coverage Part is primary insurance and we will not seek contribution from any valid and collectible "other insurance" available to the insured unless the

valid and collectible "other insurance" is provided by a person or organization who is not shown in the schedule. Then we will share with that valid and collectible "other insurance" by the method described below.

If all of the valid and collectible "other insurance" permits contribution by equal shares, we will follow this method also. Under this approach, each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

if any of the valid and collectible "other insurance" does not permit contribution by equal shares, we will contribute by limits. Under this method, each Insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED

CA 71 35 12 93

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

Endorsement effective 09/01/05	
Named Insured Project Design Consultants	Countersigned by  (Authorized Representative)

Schedule
Name of Person or Organization City of Oceanside
Address: 300 N Coast Highway Oceanside, CA 92054 USA
Premium: \$

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

- A. Under LIABILITY COVERAGE WHO IS AN INSURED is changed to include as an "insured" the person(s) or organization(s) shown in the Schedule, but only with respect to "bodily injury" or "property damage" resulting from the act or omissions of:
 - a. You;
 - b. Any of your employees or agents;
 - c. Any person, except the additional insured or any employee of the additional insured, operating a covered "auto" with the permission of any of the above.
- B. The insurance afforded by this endorsement does not apply:
To "bodily injury" or "property damage" arising out of the sole negligence of the person(s) or organization(s) shown in the Schedule.

CITY OF OCEANSIDE

PROFESSIONAL SERVICES AGREEMENT

**PROJECT: EL CORAZON SENIOR CENTER
501.874048**

THIS AGREEMENT is made and entered into this 14 day of NOVEMBER, 2005, 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 attached Exhibit A
- 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 Public Works Director.

- 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

- 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.
- 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

El Corazon Senior Center
501.874048

- 12.2 CONSULTANT shall maintain accounting records including the following information:
- 12.2.1 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.
- 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

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
- 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: [Signature]
Name/Title

By: _____
Steven R. Jepsen, City Manager

By: [Signature] Asst. Vice Pres.
Name/Title

APPROVED AS TO FORM:
[Signature] JCA
City Attorney

Employer ID No.

NOTARY ACKNOWLEDGMENTS OF CONSULTANT MUST BE ATTACHED.



File: F05-764
Oct. 24, 2005
Page 1 of 13

**EXHIBIT 'A' - SCOPE OF WORK
FINAL ENGINEERING SERVICES
OCEANSIDE SECOND SENIOR CENTER
OCEANSIDE, CALIFORNIA**

The following scope of work is for the final engineering portion of the Oceanside Second 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). Project Design Consultants (PDC) reserves the right to revise the scope and fee upon receipt of the assessment letter or Conditions of Approval of the City of Oceanside Planning Department review. PDC proposes to provide the following services:

I. PRELIMINARY ENGINEERING/SITE PLAN DEVELOPMENT

Prepare and print overlay of City bid plans January 2005 Senior Center Site Grading with El Corazon Committee Senior Site space allocation and present to City and City's senior center architect in paper print at 1-inch = 100-foot scale and 1-inch = 40-foot scale. Provide City and architect AutoCAD files of above. Work with City and architect at City's direction during the interactive process to determine exact site layout and boundary for relocated senior center site suitable to proceed to final engineering.

ITEM I TIME-AND-MATERIALS \$ 11,000

II. ENVIRONMENTAL PLANNING SERVICES

A. Technical Studies:

1. *Biological Resources: Merkel & Associates* will amend the biology study for the proposed project based on the current site design. *Merkel & Associates* will visit the site to establish the existing biological conditions for areas located outside the original survey area. The biological report will be revised to discuss the existing conditions of the additional survey areas and to quantify and qualify impacts to onsite biological resources based on the current site design.'

Fixed Fee \$ 3,000

2. *Transportation/Circulation: Linscott, Law & Greenspan Engineers (LLG)*



preparation of the environmental documents. Three hours are assumed for each meeting, including drive time.

Fixed Fee \$ 1,500

- F. Project Environmental Coordination: This service includes overall management of the environmental documents and coordination with City staff. Coordination with City staff will be through meetings, phone calls and written correspondence. Written records of important decisions reached by City staff during this coordination will be maintained. Minutes will be prepared for important meetings to document the issues discussed, decisions made, follow-up action required, and persons in attendance.

Time-and-Materials \$ 6,000

ITEM II FIXED FEE \$ 19,000

ITEM II TIME-AND-MATERIALS 6,000

TOTAL ITEM II \$ 25,000

III. GRADING PLAN

- A. Rough Grading Plans: Prepare modifications to existing grading bid set of January 2005 (City of Oceanside Dwg. No. 2554) to include:

- Modify Title Sheet – Sheet 1
- Provide new site rough grading plan – Sheet 2
- Provide new offsite deposition grading plan – Sheet 3
- Insert new sheet for addition of offsite driveway and utilities
- Revise storm drain profiles A & B - Sheet 4
- No modifications to Sheets 5 and 6
- Modify Geological map to show new senior center site sheet – Sheet 7
- Modify site cross sections for new layout and offsite deposition area – Sheet 8

Fixed Fee \$ 21,000

- B. Erosion Control Plan: Prepare modifications to the existing erosion control bid set of January 2005 (City of Oceanside Dwg. No. 2554) to include:

- Modify Title Sheet – Sheet 1
- Incorporate new site grading plan – Sheet 2



drain design should not be required. Therefore, our drainage study excludes examinations or calculations in this area.

3. *Local Onsite Hydraulic Analysis:* This task includes sizing and analysis of the private onsite storm drainpipes. Local area drains and laterals will not be included in the calculations. It is anticipated that the project drainpipe analysis will include Storm Drain Lines A, B, and C as depicted on the previously approved rough grading plans. The hydraulic calculations will also include inlet capacity verification, gutter depth calculations, and drainage ditch capacity calculations. We anticipate using WSPG to determine the Hydraulic Grade Line within the storm drain pipes, and normal depth calculations to verify capacities. We have assumed that the downstream drainage facilities this project will discharge to are sufficient to convey design discharges from our project site. Therefore, we do not anticipate off-site hydraulic analyses. Finally, our hydraulic calculations will include a detention analysis of the single detention basin located within the project site
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/Client will be assessed on a time-and-materials basis.

Fixed Fee \$ 14,000

- B. 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 and the water quality report prepared by PDC for the original senior center project. 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, preparation of operation and maintenance materials, including maintenance agreements, coordination of maintenance agreements for BMPs, and revisions due to changes in planned development of the project area.

Fixed Fee \$ 5,000

- C. City Processing and Report Modifications: It is difficult at this point in time to assess future City plan check comments and the time required to respond. In



- 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.

ITEM IV FIXED FEE	\$ 26,000
ITEM IV TIME-AND-MATERIALS	<u>7,300</u>
ITEM IV TOTAL	\$ 33,300

V. PUBLIC IMPROVEMENT PLANS

A. Plan and Profile: Prepare modifications to the existing improvement plans bid set (City of Oceanside Dwg. No. R-13792) of January 2005 to include:

- Modify Title Sheet – Sheet 1.
- Modify street profiles, storm drain and utilities – Sheet 2
- Insert new sheet for new offsite driveway and utilities
- No modification to Sheet 3
- Modify street light plan to add new offsite driveway – Sheet 4
- Modify signing and striping plan to add new offsite driveway – Sheet 5

ITEM V FIXED FEE	\$ 30,000
------------------	-----------

VI. SPECIAL PROVISIONS AND BID SCHEDULE

PDC will review and prepare modifications to existing special provisions to construction items and bid schedule of the January 2005 bid documents.

ITEM VI FIXED FEE	\$ 5,500
-------------------	----------



- (1) Base Map – AutoCAD
- (2) Construction Detail Drawings
- (3) Engineering calculations
- (4) Substructure Details
- (5) Main Location
- (6) Meter Locations

- b. Identify Permits to SDG&E.
- c. Identify right-of-way as required by SDG&E.
- d. Interface with a professional engineer to obtain P.E. approval stamp if required.
- e. Interface with SDG&E to establish the applicant design credit value and to provide final SDG&E cost and contracts.
- f. Review all utility agreements and easements to conform accuracy of cost methodology, rule application, and conformance to Client's responsibilities.

C. Pre-Construction

1. Notify each dry utility of project schedule requirements in order to advance order all necessary materials. Schedule crews to make-up and energize the system.
2. Coordinate and attend a pre-construction meeting with utility representatives from each utility to establish utility installation schedules.
3. Assist job superintendent and trenching contractor with installation questions regarding utility inspection and acceptance, and utility energizing scheduling.

ITEM VII FIXED FEE \$ 8,000

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

Time-and-Materials \$ 13,000

- 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



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.
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.
20. Review of shop drawings.
21. Design of Accessible Paths of Travel
22. Any design or processing not specifically mentioned in the scope of work.
23. Landscape architecture is excluded. PDC can provide landscape architecture services by separate contract upon client'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.
27. Traffic control plans are excluded.



ITEM	BASIS	BUDGET
VII. Dry Utility Site Planning and Coordination	Fixed Fee	\$ 8,000
VIII. Project Management and Coordination		
A. Project Management	T&M	\$13,000
B. Meetings	T&M	\$13,000
C. Construction Support	T&M	\$5,000
	TOTAL ITEM VIII	\$ 31,000
IX. Survey Staking	T&M	\$3,000
X. Reimbursables	T&M	\$5,000
TOTAL		\$188,300

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED

CA 71 35 12 93

This endorsement modifies insurance provided under the following:

- BUSINESS AUTO COVERAGE FORM
- GARAGE COVERAGE FORM
- MOTOR CARRIER COVERAGE FORM
- TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

Endorsement effective 09/01/05	
Named Insured Project Design Consultants	Countersigned by  (Authorized Representative)

Schedule
Name of Person or Organization City of Oceanside
Address: 300 N Coast Highway Oceanside, CA 92054 USA
Premium: \$

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

- A. Under LIABILITY COVERAGE WHO IS AN INSURED is changed to include as an "insured" the person(s) or organization(s) shown in the Schedule, but only with respect to "bodily injury" or "property damage" resulting from the act or omissions of:
 - a. You;
 - b. Any of your employees or agents;
 - c. Any person, except the additional insured or any employee of the additional insured, operating a covered "auto" with the permission of any of the above.
- B. The insurance afforded by this endorsement does not apply:
To "bodily injury" or "property damage" arising out of the sole negligence of the person(s) or organization(s) shown in the Schedule.