

STAFF REPORT



ITEM NO. 17
CITY OF OCEANSIDE

DATE: December 16, 2009

TO: Honorable Mayor and City Councilmembers

FROM: Development Services Department

SUBJECT: **PROFESSIONAL SERVICES AGREEMENT FOR DESIGN SERVICES FOR THE OCEANSIDE BOULEVARD ADA BUS STOP IMPROVEMENT PROJECT**

SYNOPSIS

Staff recommends that the City Council approve a professional services agreement with Buccola Engineering, Inc., of Oceanside, in the amount of \$25,000 for design work for the Oceanside Boulevard ADA Bus Stop Improvement project; and authorize the City Manager to execute the agreement.

BACKGROUND

The City of Oceanside, with assistance from the North County Transit District (NCTD), proposes to provide ADA-access landing pads to several existing NCTD bus stops at various locations along Oceanside Boulevard between Interstate 5 and El Camino Real (Exhibit A). These bus stop locations have been identified by NCTD as being non-ADA-compliant and having the highest number of requests for wheelchair accessibility.

ANALYSIS

Improvements for this project will include the development of new landing pads, relocation of existing trash receptacles and bus stop signs displaced by the project, additional right-of-way acquisitions, and retaining walls.

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 basis, when multiple awards are made to a single contractor, the directive requires that the cumulative contract amount 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, Buccola Engineering, Inc., was selected to provide design services for the project in an amount not to exceed \$25,000.

The proposed agreement with Buccola Engineering, Inc., coupled with services provided by the consultant to the Engineering Division within the last year has resulted in a cumulative expenditure amount of \$67,166.52, which exceeds the \$50,000 threshold amount and instigates the requirement for City Council approval. Therefore, the professional services agreement between the City and Buccola Engineering, Inc., will require City Council approval.

FISCAL IMPACT

Buccola Engineering, Inc., has submitted a design proposal for the Oceanside Boulevard ADA Bus Stop Improvement project in the amount of \$25,000. Funding is programmed in Transnet project O18. The Oceanside Boulevard ADA Bus Stop Improvement project (902522700212) has a current available balance of \$115,750.64 in FY 2009-10 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

Staff recommends that the City Council approve a professional services agreement with Buccola Engineering, Inc., of Oceanside, in the amount of \$25,000 for design work for the Oceanside Boulevard ADA Bus Stop Improvement project; and authorize the City Manager to execute the agreement.

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 Buccola Engineering Inc.

Exhibit A

CITY OF OCEANSIDE

PROFESSIONAL SERVICES AGREEMENT

**PROJECT: OCEANSIDE BOULEVARD ADA BUS STOP UPGRADES -
902522700212**

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 Buccola Engineering, Inc., hereinafter designated as "CONSULTANT."

NOW THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. **SCOPE OF WORK.** The project is more particularly described as follows: Provide all professional engineering services to complete the contract documents required for the ADA bus stop construction upgrades at several existing bus stops located along Oceanside Boulevard between Interstate 5 freeway and El Camino Real. A more detailed scope of work for the project, as defined by CONSULTANT (dated September 24, 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 ADA BUS STOP UPGRADES - 902522700212

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.

OCEANSIDE BOULEVARD ADA BUS STOP UPGRADES - 902522700212

- 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

OCEANSIDE BOULEVARD ADA BUS STOP UPGRADES - 902522700212

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 \$25,000.00

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 that result in incidental expenses to CITY.

8.1 Prior to CITY approval of the plans and specifications, partial payments shall not exceed \$22,500.00.

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.

OCEANSIDE BOULEVARD ADA BUS STOP UPGRADES - 902522700212

- 9.1 Phase I. CONSULTANT shall prepare and deliver a copy of the 40% preliminary design plans to the City Engineer within seven weeks of the execution of this Agreement. After the plans have been reviewed and returned to CONSULTANT, right-of-way acquisition documents shall be submitted to the City for review. 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 90% design plans to the City Engineer within two weeks 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, right-of-way acquisition documentation, 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, right-of-way acquisition documentation, 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

OCEANSIDE BOULEVARD ADA BUS STOP UPGRADES - 902522700212

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.

- 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.

BUCCOLA ENGINEERING, INC.

By: 
Philip D. Buccola/President

Date: 10.28.09

By: _____
Name/Title

Date: _____

Employer ID No.

CITY OF OCEANSIDE

By: _____
City Manager

Date: _____

APPROVED AS TO FORM:


City Attorney

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of San Diego }

On Oct 28, 2009 before me, Michael Herder, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Philip D Buccola
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) 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.

Signature Michael Herder
Signature of Notary Public

Place Notary Seal Above

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: Professional Service Agreement

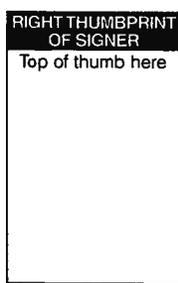
Document Date: 10/28/09 Number of Pages: 4

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

BUCCOLA ENGINEERING, Inc.

September 24, 2009

Mr. Paul Pham, Project Manager
City of Oceanside
300 North Coast Highway
Oceanside, California 92054

Dear Mr. Pham,

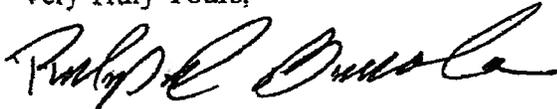
Thank you for this opportunity to submit a proposal for civil engineering design and surveying services for the NCTD Bus Stop Improvement project on Oceanside Blvd. Our proposal is based on a site visit on Tuesday, August 25, 2009 and your Request for Proposal dated September 14, 2009.

Buccola Engineering Inc. has built a staff with high professional qualifications and communication skills who are disciplined to give thoughtful consideration to the organization, accuracy, detail, thoroughness and efficiency of each project. I am certain that you will not only find our team highly qualified, but also capable and motivated to provide the City of Oceanside with quality service in a cost effective and timely manner.

We have incorporated the required elements of this project in many of the plans already completed by Buccola Engineering, Inc. Designs have often included extensive grading, curbs and gutters, sidewalks, storm drain systems, retaining walls, street intersections, paving transitions, traffic signals and landscaping.

Buccola Engineering, Inc. is excited about this opportunity and we are eager to be of service to the City of Oceanside. Our staff is available to begin work immediately upon receipt of your "Notice to Proceed". Our current level of staff and workload will allow us to maintain the proposed design schedule required by the City and we can assure you that our work will be completed in a professional manner by skilled personnel who take great pride in their work.

Very Truly Yours,



Philip D. Buccola
President

PDB:\Server\ACCT\CONTRACTS\OSIDE PP NCTD OceansideBlvd.doc

SCOPE OF WORK

The proposed project is to provide ADA access landing pads to several existing NCTD bus stops along Oceanside Blvd. at the following locations.

1. Oceanside Blvd @ Foussat Rd. Eastbound/Far side the intersection

This is an existing bus stop associated with a pull-out. There is one blue steel mesh bench and one blue steel mesh trash receptacle located at this bus stop which does not require relocation. Buccola Engineering, Inc. proposes to design a concrete 3½' x 4½' pad extension at the west side of the existing bench.

2. Oceanside Blvd @ Garrison St. Westbound/Far side the intersection

This is an existing bus stop associated with a pull-out. There is one blue steel mesh style trash receptacle located at this bus stop. Buccola Engineering, Inc. proposes to design an ADA compliant concrete bus stop pad near the end of the pull-out just before the transition. Existing landscaping will have to be removed. Due to the rise in elevation beginning from the back side of the established sidewalk a small concrete retaining may be required.

3. Oceanside Blvd @ El Camino Real. Eastbound/Near side the intersection

This is an existing bus stop associated with a pull-out and standard 5' deep sidewalk. There is one blue steel mesh bench and one blue steel mesh trash receptacle located at this stop. The trash receptacle and bus stop post and sign will need to be relocated approximately three (3) feet east from their current location. Buccola Engineering, Inc. proposes to design a concrete 3½' x 6' pad extension at the rear of the existing sidewalk. The bench will remain in its current location.

4. Oceanside Blvd @ Crouch St. Westbound/Far side the intersection

This is an existing bus stop associated with a pull-out. Currently this bus stop has a blue steel mesh style bench and trash receptacle located at the end of the bus stop just after the sidewalks widens. The bench and trash receptacle do not require relocation. Buccola Engineering, Inc. proposes to design an ADA compliant concrete bus stop pad to be constructed near the end of the pull-out at the transition. Existing landscaping will have to be removed and a small concrete retaining may be required at the rear of the pad.

5. Oceanside Blvd @ 1906. Westbound Mid Block between Crouch St. and Greenbrier Dr.

This is an existing bus stop associated with a pull-out. The pull-out does not have a transition back to Oceanside Blvd. due to an adjacent driveway for neighboring businesses. There is no street furniture currently installed at this bus stop. Buccola Engineering, Inc. proposes to design an ADA compliant concrete bus stop pad near the end of the pull-out between the existing pedestrian concrete stairs and the driveway. Some existing landscaping will have to be removed. Due to the rise in elevation beginning from the rear of the established sidewalk a small concrete retaining may be required at the rear.

DETAILED APPROACH TO THE PROJECT

1. RESEARCH

The project areas will be thoroughly researched to acquire copies of all public records which may affect street centerlines, right-of-ways and property lines in the design areas, e.g., record maps, field notes, centerline ties and assessors maps. Record data dimensions will be calculated and utilized as an aide to establish horizontal control.

Public utility companies will be contacted to acquire the type, size and location of facilities in the design area. The City is to provide access to public improvement plans and records of City owned utilities and provide copies as requested by the Engineer.

BEI's Project Manager will visit the site to become familiar with and evaluate matters that may have an impact on the design or construction of the project. Photographs will be taken to document conditions needing special consideration.

2. PRELIMINARY MEETING

A principal of BEI will meet with the City Project Manager to acquire project documents and materials to be supplied by the City. Items to be discussed at the preliminary meeting are NCTD standards, sidewalks and ADA ramps. BEI will also be prepared to discuss any preliminary issues that may have surfaced as a result of our research and site review.

3. TOPOGRAPHIC SURVEY

BEI will provide a topographic survey for the five (5) subject areas described above. The survey will include a strip approximately 30 feet wide centered on the existing curb line and extend approximately 50 feet beyond the limits of each bus turnout curb transition area within the scope of the project. The topography will be prepared in compliance with United States National Map Accuracy Standards at a scale of 1" = 20' with a one foot contour interval.

BEI will prepare a field survey to identify all design features. Manholes, water valves, water meters, gas valves, fences, trees and other surface features within or adjacent to each design area will be located.

Vertical control will be based upon a published City benchmark. Elevations of the vertical control line monuments will be measured to a tolerance of 0.01 feet utilizing differential leveling procedures. The vertical survey data will be recorded in a field book supplied by BEI. The City Project Manager will be provided with copies of the level notes if requested.

Topographic data will be prepared in AutoCAD2008 format with contours, spot shots and culture in separate files. This digital data will be down loaded into BEI's office computer for use during design activities. A disk can be prepared for the City's use if desired. The topography will be illustrated on City plan and profile sheets as a part of the preparation of the Improvement Plans.

4. DESIGN DOCUMENTS

BEI will prepare a Final Design Plan for the construction of five (5) bus turnout areas. The design will incorporate comments from our preliminary meeting, field topography, field survey and utility research.

The Final Design Improvement Plan will be prepared at 1" = 20' in ink on City of Oceanside mylar film. The Improvement Plans will include: ✓

- Title sheet.
- General notes, road sections and construction details.
- Plan sheets will include all necessary relocation or reconstruction of existing facilities (i.e. fences, walls, landscaping and irrigation).

Also included in this task, Buccola Engineering, Inc. will prepare and transfer the contractors redline As-Built construction drawings for the project to the original mylars.

5. RIGHT OF WAY ACQUISITION DOCUMENTS

Buccola Engineering, Inc. proposes to provide a legal description and plat for the acquisition of the required right of way necessary for each of the five (5) design areas. The required acquisitions will be identified on the 40% drawings submitted to the City of Oceanside.

6. CONSTRUCTION COST ESTIMATE

BEI will prepare an Engineers Cost Estimate based upon the Final Design Improvement Plans. Quantities shall be compiled using calculated measurements from the Final Design Improvement Plans as approved by the City's Project Manager.

7. CONSTRUCTION SUPPORT

Buccola Engineering, Inc. will assist the City during the construction bidding process; respond to contractor's submittals and information requests and any other construction tasks necessary to complete the project.

DELIVERABLES

Buccola Engineering, Inc. proposes to provide the following:

40% SUBMITTAL

Buccola Engineering, Inc. will make a 40% submittal of the final plans consisting of 5 sets of the improvement plans. The plans will include bus stop layouts, ADA landing pad design and proposed Right of Way acquisitions. After the plans have been reviewed and returned to Buccola Engineering, Inc., Right of Way acquisition documents shall be prepared and submitted to the City for review. Buccola Engineering, Inc. will submit an invoice for 75% of the contract amount at this submittal.

90% SUBMITTAL

Buccola Engineering, Inc. will make a 90% submittal of the final improvement plans. The plans will include all corrections required by the City of Oceanside based on the 40% plan review. Buccola Engineering, Inc. will submit an invoice for 90% of the contract amount at this submittal.

100% SUBMITTAL

Buccola Engineering, Inc. will make a 100% submittal of the final improvement plans and the Right of Way acquisition documents. The submittal will include any corrections required by the City of Oceanside based on the 90% plan review.

MYLARS AND SPECIFICATIONS

Buccola Engineering, Inc. will submit the final improvement plans and the Right of Way acquisition documents. The improvement plans will be submitted on mylar and all documents will be signed and sealed by Philip D. Buccola, RCE 27732. Buccola Engineering, Inc. will submit an invoice for 100% of the contract amount at this submittal.

DETAILED FEE ESTIMATE

Buccola Engineering, Inc. proposes to prepare the ADA Bus Stop Improvement Plans along Oceanside Blvd. on a Time and Material basis with a "Not to Exceed" amount of \$25,000.

<u>DESCRIPTION</u>	<u>Hours</u>	<u>Rate</u>		<u>TOTALS</u>
1. Research	8	\$100		\$800
2. Preliminary Meeting	2	\$100		\$200
3. Topographic Survey				\$6,500
Office	32	\$100	\$3,200	
Field	20	\$165	\$3,300	
4. Design Documents	100	\$100		\$10,000
5. Right of Way Acquisition Documents	65	\$100		\$6,500
6. Construction Cost Estimate	6	\$100		\$600
7. Construction Support	4	\$100		\$400
TOTAL SERVICES				\$25,000

PROPOSED DESIGN SCHEDULE

BEI proposes to proceed according to the following schedule. A progress report will be prepared on a bi-weekly basis outlining work completed to date. BEI is confident that with a bi-weekly report and ongoing communications with the City Project Manager, the project will be completed in the time frame specified below.

Topography and Research completed.....	3 weeks
40% Drawings submittal.....	4 weeks
90% Drawings submittal.....	2 weeks
100% Drawings submittal.....	1 week
Mylar and Specification submittal.....	1 week

2009 SCHEDULE OF RATES

PROFESSIONAL FEES:

Office	\$100/hour
Field (2-man crew)	\$165/hour

OTHER FEES AND EXPENSES:

Drawing Reproductions	Included in Fee
Blueprint Reproductions	Included in Fee
Delivery/Messenger Service	Included in Fee

INVOICING

Invoices will be submitted on a monthly basis for work completed the previous month, and are payable upon receipt.

PROFESSIONAL SERVICES AGREEMENT

Buccola Engineering, Inc. has reviewed the Professional Services Agreement provided by the City of Oceanside and agrees to execute said agreement.

LIMITS OF INSURANCE

Buccola Engineering, Inc. currently holds insurance policies with the following limits:

- Professional Errors and/or Omissions \$1,000,000
- General Liability \$2,000,000
- Auto Liability \$1,000,000
- Workers Compensation \$1,000,000

Insurance Agent: Franco Ganino
Robert F. Driver Company
1620 Fifth Avenue
San Diego, CA 92101-2797
(619) 238-1828