

STAFF REPORT



ITEM NO. 8
CITY OF OCEANSIDE

DATE: February 20, 2008

TO: Honorable Mayor and City Councilmembers

FROM: Water Utilities Department

SUBJECT: **APPROVAL OF AMENDMENT 1 IN THE AMOUNT OF \$26,384 TO THE PROFESSIONAL SERVICES AGREEMENT WITH TAYLOR GROUP INCORPORATED, FOR ADDITIONAL GEOTECHNICAL SERVICES FOR THE OCEANSIDE BOULEVARD LAND OUTFALL GROUNDWATER INVESTIGATION SERVICES.**

SYNOPSIS

Staff recommends that the City Council approve Amendment 1 in an amount not to exceed \$26,384 to the professional services agreement with Taylor Group, Incorporated, of Oceanside for additional geotechnical services for the Oceanside Boulevard Land Outfall Groundwater Investigation Services project located along Oceanside Boulevard 600 feet west of Vine Street and 800 feet east of Crouch Street; and authorize the City Manager to execute the amendment (Exhibit A).

BACKGROUND

Currently the land outfall's capacity is limited to 13.7 MGD, with the pipeline's upper pressure limit as the limiting factor. The City recently completed the San Luis Rey Land Outfall Alignment Study which identified the most feasible alignment and prepared 30 percent design level plans of this selected alignment. Due to recent emergency repairs, the City is replacing a segment of the existing land outfall with the parallel selected alignment.

The existing land outfall was constructed in 1972 and is approximately 34,000 linear feet of 24-inch ductile iron pipe. Several failures of the existing land outfall have occurred recently and therefore, one segment (6,200 linear feet) has been identified for immediate replacement.

ANALYSIS

On July 19, 2007, a Request for Proposal (RFP) for groundwater and geotechnical services to provide the required technical data in preparation of the plans and specifications for the replacement of 6,200 linear feet of the existing 24" Land Outfall was sent to six firms including all Oceanside firms that were listed on the Water & Wastewater Consultant List provided by the Engineering Division (Exhibit B).

On August 13, 2007, the Water Utilities Department received proposals from four consulting firms; Taylor Group, Inc., of Oceanside - \$61,532.07, AMEC of Anaheim - \$105,021, Hetherington Engineering, Inc., of Carlsbad - \$48,570 and EEI Geotechnical & Environmental Solutions of Carlsbad - \$62,773; and began a review utilizing the city's standard proposal review and rating forms and procedure. At the conclusion of the review, it was the unanimous decision of staff that Taylor Group Inc. was the best qualified firm to provide the required engineering services.

The professional services agreement was administratively approved in the amount of \$32,228 to Taylor Group, Inc. Further discussions with the Regional Water Quality Control Board (RWQCB) and CalTrans determined that additional geotechnical services would be required. The Taylor Group, Inc., was the best qualified firm for both the groundwater and the geotechnical work and competitive pricing had already been received during the RFP process for both services. The resulting solution is to issue an amendment to the existing PSA to include the additional geotechnical services for a combined amount of \$58,612.

FISCAL IMPACT

For fiscal year 2007-08, the CIP Land Outfall (726.865488) has an available balance of \$462,176. The original professional services agreement was approved in the amount of \$32,228 plus Amendment 1 \$26,384 reflects a combined total of \$58,612, so adequate funds are available for the project.

CITY ATTORNEY'S ANALYSIS

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

INSURANCE REQUIREMENTS

The City's standard insurance requirements will be met.

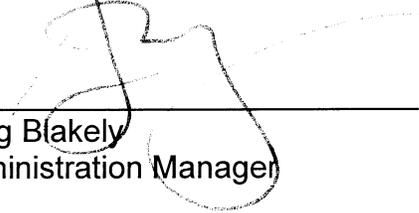
COMMISSION OR COMMITTEE REPORT

Does not apply.

RECOMMENDATIONS

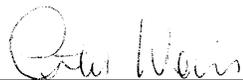
Staff recommends that the City Council approve Amendment 1 in an amount not to exceed \$26,384 to the professional services agreement with Taylor Group, Incorporated, of Oceanside for additional geotechnical services for the Oceanside Boulevard Land Outfall Groundwater Investigation Services project located along Oceanside Boulevard 600 feet west of Vine Street and 800 feet east of Crouch Street; and authorize the City Manager to execute the amendment (Exhibit A).

PREPARED BY:



Greg Blakely
Administration Manager

SUBMITTED BY:



Peter A. Weiss
City Manager

REVIEWED BY:

Michelle Skaggs Lawrence, Deputy City Manager

Lonnie Thibodeaux, Water Utilities Director

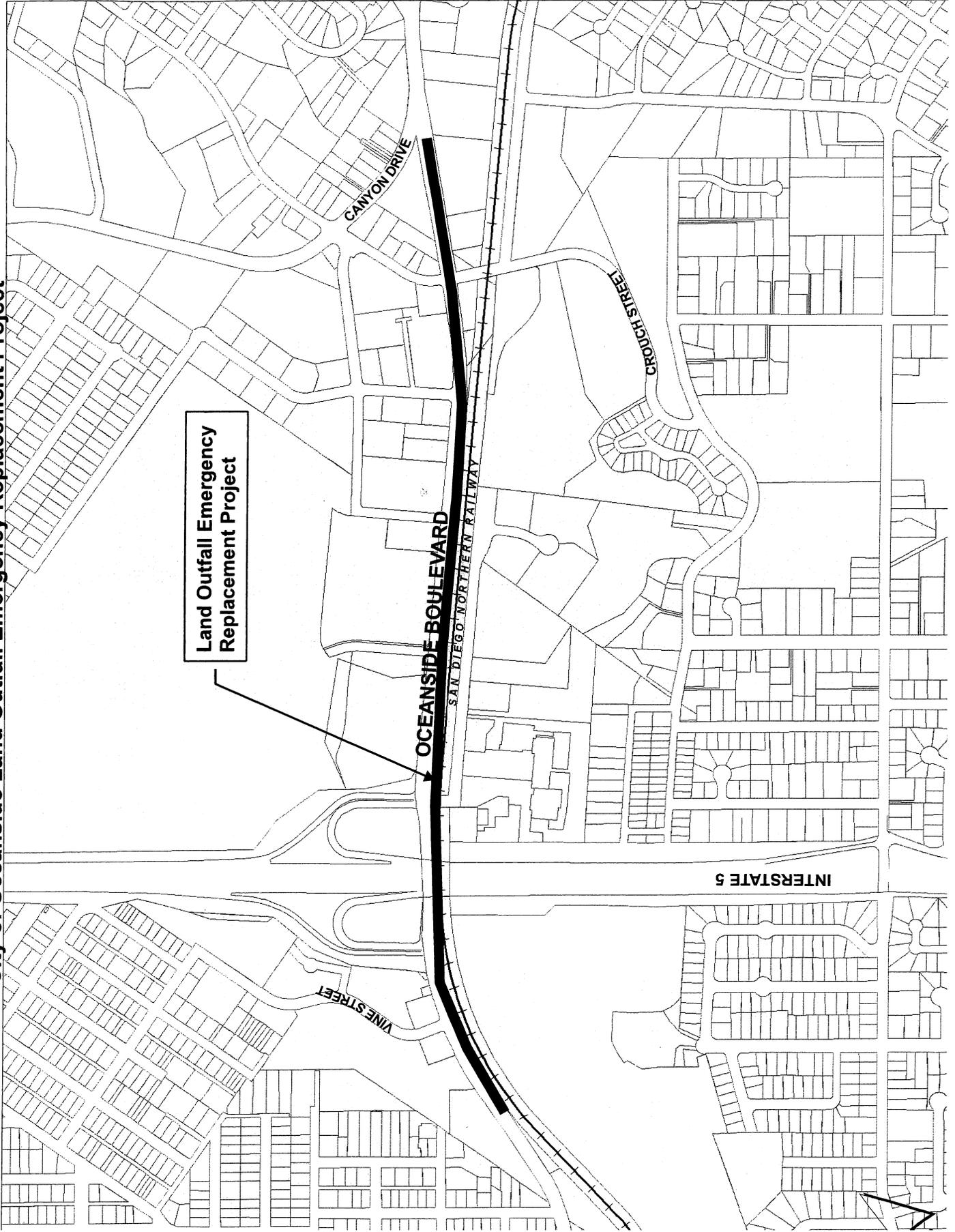
Teri Ferro, Financial Services Director



Exhibit A - Site Map

Exhibit B - RFP Mailing List

City of Oceanside Land Outfall Emergency Replacement Project



Land Outfall Emergency Replacement Project

OCEANSIDE BOULEVARD

SAN DIEGO NORTHERN RAILWAY

CANYON DRIVE

GROCH STREET

VINE STREET

INTERSTATE 5



Company	Address	City	State	Zip
EEL	5845 Avenida Encinas, Ste 128	Carlsbad	CA	92008
Geopacifica, Inc.	3060 Industry Street, Ste 105	Oceanside	CA	92054
Geotechnics, Inc.	9245 Activity Road, Ste 103	San Diego	CA	92126
Ninyo & Moore	5710 Ruffin Road	San Diego	CA	92123
Taylor Group, Inc.	719 Pier View Way	Oceanside	CA	92054
Hetherington Geotechnical	5205 Avenida Encinas, Suite A	Carlsbad	CA	92008-4369

**CITY OF OCEANSIDE
AMENDMENT 1 TO
PROFESSIONAL SERVICES AGREEMENT**

**PROJECT: OCEANSIDE BOULEVARD - GROUNDWATER
INVESTIGATION SERVICES - 715.858249**

THIS AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT (hereinafter "Amendment") is made and entered this ____ day of _____ 2008, by and between the City of Oceanside, Water Utilities Department, a municipal corporation, hereinafter designated as "DEPARTMENT", and TAYLOR GROUP INC. of Oceanside, hereinafter designated as "CONSULTANT".

RECITALS

WHEREAS, DEPARTMENT and CONSULTANT are the parties to that certain Professional Services Agreement dated September 19, 2007, hereinafter referred to as the "Agreement", wherein CONSULTANT agreed to provide certain services to the DEPARTMENT set forth therein;

WHEREAS, the parties desire to amend the Agreement to provide for changes and/or modifications to Section 1, Scope of Work and Section 13, Compensation.

AMENDMENT

NOW, THEREFORE, as set forth herein, the parties hereto do mutually agree that the Agreement shall be amended as follows:

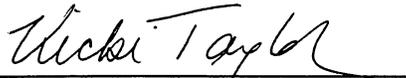
1. Section 1, Scope of Work, shall be amended to reflect and include the geotechnical investigation as described in the proposal dated August 17, 2007.
2. Section 13, Compensation, shall be amended to reflect that all work performed in accordance with the Agreement dated September 19, 2007, shall not exceed the total contract price of \$58,612.
3. Except as expressly set forth in the Amendment, the Agreement shall remain in full force and effect and is hereby ratified and reaffirmed.

SIGNATURES. The individuals executing this Amendment 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 DEPARTMENT.

IN WITNESS WHEREOF, the parties hereto being duly authorized on behalf of their respective entities to execute this Amendment, do hereby agree to the covenants contained in the Agreement, including this Amendment and have caused this Amendment to be executed by setting hereunto their signatures this _____ day of _____, 2008.

TAYLOR GROUP INC.

By:  _____

By:  _____

33-0842004
Employer ID No.

CITY OF OCEANSIDE

By: _____
Peter A. Weiss, City Manager

APPROVED AS TO FORM:

 _____
City Attorney

NOTARY ACKNOWLEDGEMENTS OF CONSULTANT MUST BE ATTACHED.

ACKNOWLEDGMENT

State of California
County of San Diego)

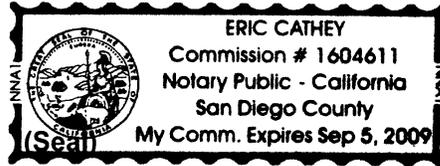
On January 15, 2008 before me, Eric Cathey, Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature



**OCEANSIDE BOULEVARD – GROUNDWATER INVESTIGATION SERVICES
- 715.858246**

CITY OF OCEANSIDE

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into this 19th day of September, 2007, by and between the CITY OF OCEANSIDE, a municipal corporation, hereinafter designated as “CITY”, and TAYLOR GROUP, INC., hereinafter designated as “CONSULTANT”.

RECITALS

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

NOW, THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

- 1.0 **SCOPE OF WORK.** The CONSULTANT will provide Groundwater Investigation Services and Environmental Assessment Phase I (modified) and Phase II (modified) Services for the project as described in the CONSULTANT’s proposal dated August 17, 2007 and attached hereto and incorporated as Exhibit A.
- 1.1 **PROFESSIONAL SERVICES PROVIDED BY CONSULTANT.** The professional services to be performed by CONSULTANT shall consist of but not be limited to the following:
 - 1.1.1 Work closely with the Water Utilities Director in performing work in accordance with this Agreement in order to receive clarification as to the result which the CITY expects to be accomplished by CONSULTANT. The Water Utilities

OCEANSIDE BOULEVARD – GROUNDWATER INVESTIGATION SERVICES
- 715.858246

Director, 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 Water Utilities Director may delegate authority in connection with this Agreement to the Water Utilities Director's designees. For the purposes of directing the CONSULTANT'S performance in accordance with this Agreement, the Water Utilities Director delegates authority to Greg Blakely.

- 1.1.2 In compliance with Government Code section 7550, the CONSULTANT shall include a separate section in the proposal prepared pursuant to this Agreement, which contains a list of all the subcontractors and dollar amounts of all contracts and subcontracts required for the preparation of work described in this Agreement.
- 1.1.3 Visit and carefully examine the location of the project as often as necessary to become acquainted with all conditions which are visible or could reasonably be discovered, and which might have an impact upon the construction of the project.

1.2 **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 Upon request, verify the location of existing CITY owned utilities.

2.0 **TIMING REQUIREMENTS**

- 2.1 Time is of the essence in the performance of work under this Agreement and the following timing requirements shall be strictly adhered to unless otherwise modified in writing as set forth in Section 2.3. Failure by CONSULTANT to strictly adhere to these timing requirements may result in termination of this Agreement by the CITY and the assessment of damages against the CONSULTANT for delays.
- 2.2 CONSULTANT shall prepare and deliver a copy of the Groundwater Data Report and the Environmental Assessment Data Report (EADR) within 60 calendar days of the execution of this agreement.
- 2.3 CONSULTANT shall submit all requests for extensions of time for performance in writing to the Water Utilities Director no later than ten (10) calendar days after

**OCEANSIDE BOULEVARD – GROUNDWATER INVESTIGATION SERVICES
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the start of the condition which purportedly caused the delay, and not later than the date on which performance is due. The Water Utilities Director 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.
- 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 Water Utilities Director. 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 Water Utilities Director. 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.

- 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 Water Utilities Director.
- 6.0 **WORKERS' COMPENSATION.** Pursuant to Labor Code section 1861, the CONSULTANT hereby certifies that the CONSULTANT is aware of the

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provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and the CONSULTANT will comply with such provisions and provide certification of such compliance as a part of these Award Documents. The certification shall be in accordance with Subsections 7.3 through 7.8 of this Agreement.

7.0 LIABILITY INSURANCE.

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

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

Comprehensive General Liability Insurance
(bodily injury and property damage)

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

Commercial General Liability Insurance
(bodily injury and property damage)

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

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

7.2.1 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

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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 and applicable endorsements, 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.

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- 8.0 **PROFESSIONAL ERRORS AND OMISSIONS INSURANCE.** Throughout the duration of this agreement and four (4) years thereafter, the CONSULTANT shall maintain professional errors and omissions insurance for work performed in connection with this Agreement in the minimum amount of One Million dollars (\$1,000,000).

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

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

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

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

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

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

13.0 **COMPENSATION.**

13.1 For work performed by CONSULTANT in accordance with this Agreement, CITY shall pay CONSULTANT in accordance with the schedule of billing rates set forth in Exhibit “A”, attached hereto and incorporated herein by reference. No rate changes shall be made during the term of this Agreement without prior written approval of the Water Utilities Director. CONSULTANT’S compensation for all work performed in accordance with this Agreement shall not exceed the total contract price of \$32,228.07.

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

13.2 CONSULTANT shall maintain accounting records including the following information:

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

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

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

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

14.0 **TERMINATION OF AGREEMENT.** Either party may terminate this Agreement by providing thirty (30) days written notice to the other party.

If any portion of the work is terminated or abandoned by the CITY, then the CITY shall pay CONSULTANT for any work completed up to and including the date of termination or abandonment of this Agreement, in accordance with Section 13. The CITY shall be required to compensate CONSULTANT only for work performed in accordance with the Agreement up to and including the date of termination.

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

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

16.0 **ENTIRE AGREEMENT.** This Agreement comprises the entire integrated understanding between CITY and CONSULTANT concerning the work to be performed for this project and supersedes all prior negotiations, representations or agreements.

**OCEANSIDE BOULEVARD – GROUNDWATER INVESTIGATION SERVICES
- 715.858246**

17.0 **INTERPRETATION OF THE AGREEMENT.** The interpretation, validity and enforcement of the Agreement shall be governed by and construed under the laws of the State of California. The Agreement does not limit any other rights or remedies available to CITY.

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

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

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

19.0 **DISPUTE RESOLUTION.**

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

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

TO CITY:

Lonnie Thibodeaux
Water Utilities Director
300 North Coast Highway
Oceanside, CA 92054

TO CONSULTANT:

Larry R. Taylor
Taylor Group, Inc.
719 Pier View Way
Oceanside, CA 92054

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

OCEANSIDE BOULEVARD – GROUNDWATER INVESTIGATION SERVICES
- 715.858246

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

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

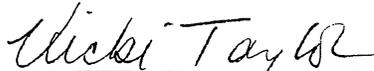
21.0 **SIGNATURES.** The individuals executing this Agreement represent and warrant that they have the right, power, legal capacity and authority to enter into and to execute this Agreement on behalf of the respective legal entities of the CONSULTANT and the CITY.

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

OCEANSIDE BOULEVARD – GROUNDWATER INVESTIGATION SERVICES
- 715.858246

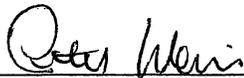
TAYLOR GROUP, INC.

By: 
Name/Title *Larry Taylor / President*

By: 
Name/Title *Vicki Taylor / Secretary*

33-0842004
Employer ID No.

CITY OF OCEANSIDE

By: 
Peter A. Weiss, City Manager

APPROVED AS TO FORM:


City Attorney

NOTARY ACKNOWLEDGMENTS OF CONSULTANT MUST BE ATTACHED.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California }
County of San Diego } ss.

On Sep. 4, 2007 before me, Eric Cathey, Notary Public
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")
personally appeared WICKI Taylor and Larry Taylor
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.

[Signature]
Signature of Notary Public

OPTIONAL

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

Description of Attached Document

Title or Type of Document: Oceanside Boulevard Groundwater Investigation Services
Document Date: _____ Number of Pages: 17

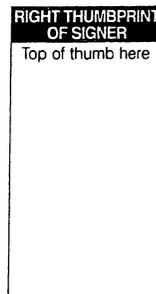
Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer

Signer's Name: _____

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

Signer Is Representing: _____





TAYLOR GROUP, INC.
GEOSCIENCE & ENGINEERING CONSULTANTS

719 Pier View Way

Oceanside

California 92054

tel: 760.721.9990

fax: 760.721.9991

www.visitTGI.com

August 17, 2007
TGI Proposal No. P07.1273

Mr. Greg Blakely
City of Oceanside, Water Utilities Department
300 North Coast Highway
Oceanside, CA 92054

**SUBJECT: PROPOSAL FOR GROUNDWATER INVESTIGATION
OCEANSIDE BOULEVARD, CITY OF OCEANSIDE**

Dear Mr. Blakely:

Taylor Group, Inc. (TGI) is pleased to submit this revised fee estimate for a groundwater investigation along Oceanside Boulevard between Crouch Street and Vine Street in Oceanside, California. The revised fee estimate attached Table 1B provides a summary of our estimated fees associated with the groundwater investigation and data report. The scope of services includes the items described in the following section.

PROPOSED SCOPE OF SERVICES

The purpose of the services to be provided by TGI is to develop data regarding subsurface conditions along the proposed alignment to be included in contract documents for construction of the project. Key data objectives of the proposed investigation include evaluation and documentation of the following:

- Depth to groundwater and delineation of segments that will require construction dewatering
- The presence and nature of groundwater contamination in segments requiring dewatering
- Hydrogeologic parameters of soils in segments requiring dewatering
- The presence and nature of soil contamination along the alignment

The scope of services will include an environmental assessment investigation, analytical testing, data analysis and preparation of an environmental assessment data report (EADR) for the project. The scope of services and level of investigation outlined in this proposal is based on TGI's current understanding of the project and our professional judgment regarding the types and amount of data that will be necessary to prepare an EADR for a project of this type. Our proposed scope of services is organized to generally match the items within the RFP. We have provided additional detail and

proposed modifications to the work scope requested in the RFP based on our experience on similar projects.

Task 1 – Groundwater Investigation

Prior to commencing the field investigation, TGI will mark planned boring locations to be cleared by DigAlert. Once the planned boring locations have been established, TGI will obtain appropriate permits including boring permits from the San Diego County Department of Environmental Health (DEH), and encroachment and traffic control permits from the City of Oceanside.

We propose to perform the field investigation using direct-push sampling. We believe that direct-push sampling will provide more useful data and be more effective than conventional borings in areas where alluvial materials and shallow groundwater are present. Direct-push sampling will be performed to obtain representative soil samples at target depths identified by real-time examination of the CPT data. We currently anticipate that five exploratory locations will be investigated using direct push sampling.

The direct-push sampling will be advanced to a depth of approximately sixteen feet below ground surface as stated in the RFP. Soil types and subsurface conditions encountered in the borings will be logged by an Engineering Geologist. Representative soil samples will be collected for potential analysis for moisture and density, index properties, shear strength parameters, and corrosion properties.

Upon completion, each exploratory boring or sounding will be backfilled as required by the DEH permit and pavement will be patched as required by the City.

TGI will determine the depth to groundwater at each boring location. We will install temporary monitoring wells using direct-push methods and/or use Hydropunch technology to collect groundwater samples for analysis at an environmental laboratory.

Groundwater samples will be collected and analyzed according to guidelines of the Regional Water Quality Control Board (RWQCB). The resulting data will be used to evaluate treatment requirements for effluent from future construction dewatering efforts so that treated water can be discharged to Loma Alta Creek or the storm drain system, under National Pollution Discharge Elimination System (NPDES) Permit No. CAG919002.

Based on our understanding of the project, we anticipate that groundwater samples will be required from at least four locations along the outfall alignment. The samples will be analyzed for those constituents and parameters that will be necessary to support an application for an NPDES permit for discharges to inland surface waters. This must include the pollutants, parameters and constituents listed in Discharge Specification B.4 of Order No.

2001-96 and the priority toxic pollutants identified in 40 CFR 131.38. The testing will include analysis for a broad range of general constituents, toxicity, metals, petroleum hydrocarbons, volatile organic compounds, and other parameters.

The results of environmental laboratory analyses of groundwater samples will be included in an EADR described in Task 5 below.

Task 2 –Environmental Assessment and Limited Subsurface Investigation

The available information indicates that contaminated soil and/or groundwater are present at several locations along the outfall alignment. Specific locations identified in the RFP include the northwest corner of Vine Street and Oceanside Boulevard; the northwest corner of State Tree Drive and Oceanside Boulevard; and the northwest corner of Crouch Street and Oceanside Boulevard. The RFP requests performance of a Phase I Environmental Site Assessment (ESA) at the three areas of concern identified above. It is our opinion that performance of Phase I ESA for these sites per the requirements of ASTM is not necessary for two primary reasons:

- (1) Past releases at these specific locations are already identified and assessment and or remediation activities have been performed. Therefore, a significant amount of information for these sites is available from the DEH and the Geotracker database.
- (2) The full scope of work included in a Phase I ESA is intended for a different purpose than that required for this study

Based on our understanding of the project objectives, we believe that the focus of the environmental assessment work should be to address two issues related to design and construction of the outfall, namely:

- (1) To provide the information required to support the application for a NPDES permit, and;
- (2) To characterize the soil that will be excavated during construction for the purpose of evaluating requirements for its safe handling, storage and proper disposal (or treatment).

Instead of a Phase I and Phase II ESA targeting the three sites identified in the RFP, TGI proposes to perform a modified Phase I and Phase II ESA addressing the entire alignment. The proposed scope of the environmental assessment work is described in the following sections.

Modified Phase I ESA

The modified Phase I portion of the study will consist of a review of available federal, state, and local databases to identify reported cases of leaking underground storage tanks, spills, hazardous waste storage, and environmental remediation projects within approximately ¼ mile of the outfall alignment. The modified Phase I assessment for this project is not intended to be meet all applicable ASTM standards for Phase I Environmental Site Assessments nor is it intended to be used as a basis for innocent land owner defense in the event that subsurface contamination is identified. Its overall purpose is to identify the current status of the known release sites and to identify any other locations along the alignment where recognized environmental conditions exist. This portion of the environmental assessment will be completed prior to performance of the field investigation so that information regarding potential release sites in addition to the three sites identified in the RFP can be considered in the field investigation plan.

Modified Phase II ESA

The modified Phase II investigation will include laboratory analysis of soil samples collected during the geotechnical investigation (Task 1) in addition to using the results provided by the groundwater investigation (Task 2). The selection of soil samples for analysis will be based on the proximity to sites identified in the modified Phase I assessment, the presence or unusual stains or odors observed in the field, field screening with organic vapor analyzers during the sampling, and other factors.

For the purpose of this proposal we anticipate that soil and groundwater samples will be analyzed from four of the nine borings discussed above. Soil samples will be collected at an approximate interval of three to five feet, and field-screened using portable photo-ionization and flame-ionization detectors (PID and FID, respectively). Each sample will be sealed and placed in an ice-chilled cooler for transport to Test America Laboratory in Irvine, California. Approximately 12 to 16 individual soil samples will be collected. Specific samples will be selected for laboratory analysis based on PID/FID readings, the presence of any staining or unusual color or odor, depth and location.

The samples will be analyzed for the presence of total petroleum hydrocarbons (TPH), and Volatile Organic Compounds (VOCs). The VOC analyses will identify chemical compounds in gasoline such as benzene, toluene, ethylbenzene, and xylene (BTEX), chlorinated hydrocarbon compounds (CHCs), and other compounds.

It is noted that the sampling program described herein is not intended to fully characterize the lateral and vertical extent of contamination along the land outfall alignment, but rather to provide baseline information and data on the level of soil and groundwater contamination that will be encountered during construction of the outfall.

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Environmental Assessment Data Report

TGI will prepare an EADR summarizing the results of the environmental assessment and subsurface environmental investigation. The report will include a copy of the results of the radius search of federal, state, and local databases, a site plan identifying the locations of soil borings and water samples, logs of borings, summaries of the analytical testing results for soil and groundwater and laboratory data sheets. Additional available information from site assessments performed at release sites along the alignment will be referenced and summarized in the report.

The EADR is not intended to provide a detailed assessment or determination of the extent of contamination or recommendations for additional sampling and analysis along the land outfall alignment, if warranted. At the direction of the City, TGI can evaluate the data for the project and provide appropriate recommendations, for an additional cost.

TGI appreciates the opportunity to provide you with this revised fee estimate and we look forward to assisting you. If you have any questions, please do not hesitate to call me at (760) 721-9990.

Sincerely,

TAYLOR GROUP, INC.

A handwritten signature in black ink, appearing to read 'Larry R. Taylor', with a long horizontal line extending to the right.

Larry R. Taylor, RCE, GE
President and Principal Engineer

Attachments: Table 1B. Cost Estimate for Groundwater Investigation
TGI Fee Schedule

**Table 1B. Cost Estimate for Groundwater Investigation
San Luis Rey Land Outfall - Emergency Design, Oceanside, CA**

Task/Cost Element	Other Direct Costs			
	Units	Qty	Unit Rate*	Amount
Task 1 - Groundwater Investigation				
Labor				
Technician	hr	4	70.00	\$ 280.00
Staff Engineer/Geologist	hr	10	95.00	\$ 950.00
Project Engineer/Geologist	hr	4	115.00	\$ 460.00
Principal Engineer	hr	1	160.00	\$ 160.00
Direct Costs				
Traffic Control	day	1	720.00	\$ 720.00
Direct Push/CPT Contractor - Mob/Demob	each	1	220.00	\$ 220.00
Direct Push Contractor (water sampling)	each	5	250.00	\$ 1,250.00
Environmental Laboratory Analysis (water)				
Priority Pollutants	ea	4	1,377.70	\$ 5,510.80
Volatile Organic Compounds and Oxygenates	ea	4	185.00	\$ 740.00
BNAs	ea	4	258.75	\$ 1,035.00
Petroleum Hydrocarbons	ea	4	57.50	\$ 230.00
Toxicity	ea	4	1,748.00	\$ 6,992.00
Coliform (total & fecal)	ea	4	46.00	\$ 184.00
BOD/COD	ea	4	63.25	\$ 253.00
General Constituents (Nitrogen, Sodium, etc)	ea	4	269.57	\$ 1,078.27
Sampling Equipment	day	1	275.00	\$ 275.00
Waste Disposal	drum	2	165.00	\$ 330.00
			Subtotal:	\$ 20,668.07
Task 2 - Environmental Assessment/Subsurface Investigation & EADR				
Labor				
Draftsperson	hr	6	60.00	\$ 360.00
Technician	hr	8	70.00	\$ 560.00
Staff Engineer/Geologist	hr	30	95.00	\$ 2,850.00
Project Engineer/Geologist	hr	20	115.00	\$ 2,300.00
Principal Engineer	hr	4	160.00	\$ 640.00
Direct Costs				
Environmental Data Service	ea	1	1,200.00	\$ 1,200.00
Environmental Laboratory Analysis (soil)				
Volatile Organic Compounds and Oxygenates	ea	8	185.00	\$ 1,480.00
Petroleum Hydrocarbons	ea	8	90.00	\$ 720.00
Sampling Equipment	day	1	350.00	\$ 350.00
			Subtotal:	\$ 10,460.00
PROJECT MANAGEMENT AND COORDINATION				
Labor				
Project Engineer/Geologist	hr	4	115.00	\$ 460.00
Principal Engineer	hr	4	160.00	\$ 640.00
			Subtotal:	\$ 1,100.00

ESTIMATED TOTAL FEES: \$ 32,228.07

NOTES

*Rates for field technicians and staff professionals are based on Prevailing Wage Determination made by the State of California, Director of Industrial Relations on a semiannual basis and are subject to their revision.

For field personnel, the above hourly rates are for normal weekday construction hours. Overtime rates of 1.5 times the regular rates will be charged for work performed outside of normal 8 hour construction days and all day on Saturdays and Sundays. Work performed on holidays or in excess of 12 hours in one day will be charged at 2 times the regular rates. Rates for technicians are based on a 2-hour minimum. Rates for inspectors are based on a 4-hour minimum for the first 4 hours and an 8-hour minimum for hours exceeding 4 hours. Travel time to the jobsite will not be charged for this project.



EXHIBIT A
FEE SCHEDULE FOR PROFESSIONAL SERVICES
EFFECTIVE JANUARY 1, 2007

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

PROFESSIONAL SERVICES ⁽¹⁾	RATE (PER HOUR)
Principal Engineer/Geologist.....	\$ 160.00
Senior Engineer/Geologist	\$ 125.00
Project Engineer/Geologist.....	\$ 115.00
Senior Staff Professional.....	\$ 95.00
Staff Professional ⁽²⁾	\$ 85.00

TECHNICAL & SUPPORT SERVICES	RATE (PER HOUR)
Senior Technician ⁽²⁾	\$ 82.00
Technician ⁽²⁾	\$ 70.00
Graphics/CADD Technician ⁽²⁾	\$ 60.00
Office Assistant ⁽²⁾	\$ 40.00

- (1) Professional time associated with depositions and court testimony will be billed at 175% of the above-listed rates.
- (2) Overtime will be charged for these personnel classifications at 130% of the listed rate. Overtime is defined as time charged to a project in excess of 8 hours per day, time worked on weekends, holidays, or night shifts. Overtime exceeding 12 hours per day will be charged for these personnel classifications at 170% of the listed rate
- (3) Listed rates for these personnel assume prevailing wage rates per DIR determination SD-23-63-3-2005-1D.

PROJECT-RELATED EXPENSES

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

Mileage for project-related travel will be billed at \$0.40 per mile.

In-house photocopy/reproduction will be billed at \$0.15 per page.

INVOICES

Invoices will be issued monthly, or at other specified intervals for some projects, and will be payable upon receipt, unless other arrangements have been previously agreed upon. Interest of 1 percent per month (but not exceeding the maximum rate allowed by law) will be payable on accounts not paid within 30 days. Any attorney's fees or other costs incurred in collecting any delinquent account shall be paid by the client.

GENERAL CONDITIONS

TGI warrants that its services are performed, within the limits prescribed by our clients, in accordance with generally accepted standards of care and diligence normally practiced by recognized consulting firms performing services of a similar nature. No other warranty, either express or implied, is included or intended in TGI's proposals, contracts or reports.

TGI will not be liable for any loss, damage or liability to persons or property arising out of performance of its services, other than for professional errors and omissions, beyond the stated limits, coverage or conditions of its insurance. For any damage resulting from any error, omission or other professional negligence, our liability will be limited to \$50,000 or TGI's total fee for the services rendered on the project, whichever is greater. In the event that the Client does not wish to limit TGI's professional liability to this sum, the Client should discuss higher limits, and the charges involved, with TGI.