

STAFF REPORT



ITEM NO. 14

CITY OF OCEANSIDE

DATE: May 17, 2006

TO: Honorable Mayor and City Councilmembers

FROM: Public Works Department
City Manager's Office

SUBJECT: **APPROVAL OF A PROFESSIONAL SERVICES AGREEMENT WITH RRM DESIGN GROUP IN AN AMOUNT NOT TO EXCEED \$100,000 FOR EL CORAZON DEVELOPMENT ASSISTANCE, AND APPROVAL OF A BUDGET APPROPRIATION TO FUND THE AGREEMENT**

SYNOPSIS

The El Corazon Oversight Committee (ECOC) recommends that the City Council approve a professional services agreement with RRM Design Group (RRM) of San Luis Obispo in an amount not to exceed \$100,000 to assist the ECOC in the development of El Corazon, to include design guidelines, public facilities financing plan, and review of the development RFQ/RFPs, and authorize the City Manager to execute the agreement; and approve a budget appropriation in the amount of \$100,000 from the General Fund Unallocated Fund Balance to the El Corazon Master Plan account to fund the agreement.

BACKGROUND

In August 2005, the City Council approved the Master Plan for the development of El Corazon, a 450-acre parcel located in the center of the City. After Council accepted the Master Plan, they followed the implementation recommendations and identified a new citizens' committee called the El Corazon Oversight Committee (ECOC) to oversee, in concert with staff, the implementation of the El Corazon Master Plan. The ECOC began meeting in January 2006 and has had three regular meetings and a number of ad hoc committee meetings since their appointment. The Committee is made up of ten community members, five of whom served on the initial El Corazon Planning Committee.

The original El Corazon Planning Committee hired RRM to assist in the creation of the Master Plan. The relationship with RRM was a fruitful one and the current ECOC strongly believes that the Committee and staff are in need of further assistance in the next phase of the El Corazon development process. As such, the ECOC is recommending that the Council approve a new professional services agreement (PSA) in an amount not to exceed \$100,000 to assist the Committee and staff in the next steps of the development process.

Concurrently, the City's Planning Division will recommend the selection of a consultant to conduct the environmental impact report (EIR) for the site; it is anticipated that Council will take action on a consultant in May 2006.

ANALYSIS

At its March 26, 2006, meeting, the ECOC unanimously recommended that a sole-source contract with RRM be brought forward to the City Council for review and approval in order to help the Committee and staff with a variety of tasks associated with the creation of the El Corazon project. Those tasks are identified in the scope of work attached to the professional services agreement (Exhibit A). Generally speaking, the scope of work includes work on the El Corazon design guidelines, a public facilities financing plan, and review of developer RFQ/RFPs. Due to RRM's expertise in the El Corazon project, as they facilitated the creation of the Council-adopted El Corazon Master Plan, it was the Committee's desire to go forward with RRM with a sole-source contract.

FISCAL IMPACT

The proposed PSA has a contract price not to exceed \$100,000 for the items specifically called out in the scope of work. A budget appropriation in the amount of \$100,000 from the General Fund Unallocated Fund Balance (101.3301) to the El Corazon Master Plan account (501.874051.5392) will be necessary to pay for the services. The costs for these services will be reimbursed from future El Corazon revenues. As of April 18, 2006, the remaining balance in the General Fund Unallocated Fund Balance is \$2,586,048.

COMMISSION OR COMMITTEE REPORT

The ECOC, at its March 22, 2006, meeting, approved the proposed PSA and the associated scope of work with RRM and directed staff to take it forward to the City Council.

CITY ATTORNEY'S ANALYSIS

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

RECOMMENDATION

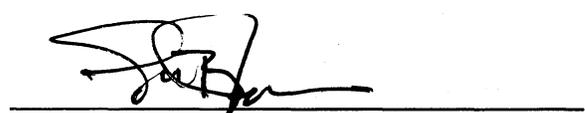
The El Corazon Oversight Committee (ECOC) recommends that the City Council approve a professional services agreement with RRM Design Group (RRM) of San Luis Obispo in an amount not to exceed \$100,000 to assist the ECOC in the development of El Corazon, to include design guidelines, public facilities financing plan, and review of the development RFQ/RFPs, and authorize the City Manager to execute the agreement; and approve a budget appropriation in the amount of \$100,000 from the General Fund Unallocated Fund Balance to the El Corazon Master Plan account to fund the agreement.

PREPARED BY:



Michelle Skaggs Lawrence
Assistant to the City Manager

SUBMITTED BY:



Steven R. Jepsen
City Manager

REVIEWED BY:

Peter Weiss, Public Works Director
Nita McKay, Financial Services Director



CITY OF OCEANSIDE

PROFESSIONAL SERVICES AGREEMENT

PROJECT: EL CORAZON DESIGN ASSISTANCE

THIS AGREEMENT is made and entered into this ____ day of _____, 2006, by and between the CITY OF OCEANSIDE, a municipal corporation, hereinafter designated as "CITY", and RRM Design Group, hereinafter designated as "CONSULTANT."

NOW THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. SCOPE OF WORK. The project is more particularly described as follows:

Assist the City of Oceanside and El Corazon Oversight Committee in the development of El Corazon.

The scope of work is further described in the El Corazon Design Guidelines, Public Facilities Financing Plan and Developer RFQ/RFP Scope of Work dated March 30, 2006, attached as Exhibit "A" and incorporated herein by this reference.

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 Worker's 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.

EL CORAZON DESIGN ASSISTANCE
PROFESSIONAL SERVICES AGREEMENT

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

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PROFESSIONAL SERVICES AGREEMENT

employees shall be excess only and not contributing with insurance provided pursuant to this Section.

- 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 Two Hundred Fifty Thousand Dollars (\$250,000.00).

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 the negligent acts, errors or omissions or wrongful acts or conduct of the CONSULTANT, or its

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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, 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 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. 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 Director of Finance.
8. 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.
9. 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 materials produced under this Agreement for the purpose of documenting their participation in this project.

EL CORAZON DESIGN ASSISTANCE
PROFESSIONAL SERVICES AGREEMENT

10. COMPENSATION.

10.1 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 Public Works Director. CONSULTANT'S compensation for all work performed in accordance with this Agreement shall not exceed the total contract price of \$100,000.

No work shall be performed by CONSULTANT in excess of the total contract price without prior written approval of the Public Works Director. CONSULTANT shall obtain approval by the Public Works Director prior to performing any work which results in incidental expenses to CITY as set forth in Section 10.2.2.

10.2 CONSULTANT shall maintain accounting records including the following information:

10.2.1 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.

10.2.2 All incidental expenses including reproductions, facsimiles, computer printing, postage, travel, mileage and subsistence.

10.3 CONSULTANT'S accounting records shall be made available to the Public Works Director for verification of billings, within a reasonable time of the Director of Finance's request for inspection.

10.4 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 Public Works Director.

11. TERMINATION OF AGREEMENT. This Agreement shall terminate one (1) year from the date entered into. Either party may terminate this Agreement by providing ten (10) days written notice to the other party. The Agreement may be extended to accommodate project deadlines, if mutually agreed to in writing by both parties, as a formal amendment to this Agreement. All other terms and conditions of this original agreement would remain in effect.

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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.

12. 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.

13. 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 Public Works Director as outlined in Exhibit A and incorporated herein by this reference.
14. 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.
15. 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.

16. 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.

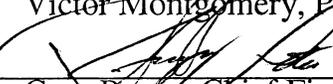
EL CORAZON DESIGN ASSISTANCE
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17. SIGNATURES. The individuals executing this Agreement represent and warrant that they have the right, power, legal capacity and authority to enter into and to execute this Agreement on behalf of the respective legal 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 this _____ day of _____, 2006.

RRM DESIGN GROUP

By: 
Victor Montgomery, President

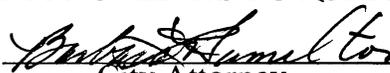
By: 
Greg Peters, Chief Financial Officer

95-2923783
Employer ID No.

CITY OF OCEANSIDE

By: _____
Steven R. Jepsen, City Manager

APPROVED AS TO FORM:

 ASSISTANT
City Attorney

NOTARY ACKNOWLEDGMENTS OF CONSULTANT MUST BE ATTACHED.

Exhibit A: Scope of Work
Exhibit B: Billing Rates Schedule

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California }
County of SAN LUIS OBISPO } ss.

On APRIL 11, 2006 before me, DANA POLLARD
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")
personally appeared VICTOR MONTCOMERY
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.
Dana Pollard
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: PROFESSIONAL SERVICES AGREEMENT

Document Date: _____ Number of Pages: 15

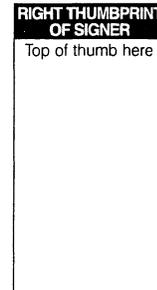
Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer

Signer's Name: _____

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

Signer Is Representing: _____



RRM Design Group
 3765 S. Higuera St., Ste. 102
 San Luis Obispo, CA 93401
 P: (805) 543-1794
 F: (805) 543-4609
 www.rrmdesign.com

El Corazon
Ongoing Consultant Assistance
Scope of Services
March 30, 2006

On June 28, 2005, the El Corazon Planning Committee (ECPC) approved the *El Corazon Land Use Master Plan Project Report*. On August 10, 2005, the City of Oceanside City Council accepted the ECPC's recommendation for the El Corazon property. The Final Project Report includes Chapter 5, Implementation. The Implementation chapter contains a matrix on page 5-5 (Figure 5-1) that lists a number of tasks to be completed following the completion of the June 2005 Master Plan. The first task to be completed was the appointment of a new 10-member oversight committee, the El Corazon Oversight Committee (ECOC), to continue with the work prepared by the ECPC. The ECOC had their first meeting in November 2005. The city and ECOC will begin two other tasks including the General Plan Amendment (GPA) and Environmental Impact Report (EIR) in March or April 2006.

The following scope of services contained in this exhibit respond to Task J. in Figure 5-1, of Chapter 5 in the El Corazon Master Plan. The consultants, RRM Design Group (RRM) and Economic Research Associates (ERA), will assist the ECOC and city staff on a variety of both specific and general tasks associated with the continued planning and advancement of the El Corazon property during 2006 and 2007. Not all of the tasks are known fully, nor completely defined. This work scope and associated fees are intended to provide for ongoing assistance and budgets to complete ECOC assignments. Some tasks and budgets may need adjustment upon further direction and scope refinement by the ECOC and city staff.

SCOPE OF SERVICES

Task A01: Design Consultation, Exhibits, and EIR Alternatives

RRM will assist the ECOC in the review of the EIR and provide comments, consultation, and exhibits as directed by the ECOC in an effort to reduce potential significant environmental impacts. Examples of issues to be addressed include, but are not limited to, the project description, traffic, grading, and infrastructure and utilities. RRM will assist the ECOC in preparing alternatives for evaluation in the EIR that are substantially consistent with the approved Master Plan. The goal for this task is to build the mitigation measures into the design of El Corazon facilities. RRM will also review the master grading plan on behalf of the ECOC for consistency with the design intent of the El Corazon Master Plan.

Deliverables: Exhibits reflecting alternatives; written comments as necessary.

Fee: T&M - Hourly, estimated fee \$15,000 (see footnote "B" below)





El Corazon
Ongoing Consultant Assistance Scope of Services
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Task A02: Development Standards

In this task, RRM will work with ECOC, city staff and environmental consultant to prepare desired development standards that accompany the rezoning and/or overlay district creation. The intent is to provide tailored regulatory standards and private development guidelines specifically for various development types in the project area. These standards are intended to further regulate the desired development character in a manner more forceful than the design guideline recommendations in task A03.1.

In collaboration with ECOC, city staff and the environmental consultant, RRM will review existing development standards required by the zoning code and supplement and modify as necessary to support the desired development character. Standards will be prepared graphically and with text to describe the required standard.

Supplemental development standards may include the following:

- Allowed and Prohibited uses
- Required building forms and storefront design
- Building setbacks
- Height limits
- Floor area ratio (FAR)
- Landscape requirements
- Parking design standards
- Building coverage
- Access and parking requirements

Deliverables: Prepare draft of desired development standards for inclusion in the Rezone or Overlay District. Delivery of one (1) unbound hard copy and one (1) electronic version for ECOC and staff review. ECOC and staff will provide one (1) consolidated marked up redline version of all comments. RRM will prepare revisions in the hearing draft and produce final development standards in electronic format suitable for inclusion in zoning change document.

Fee: \$11,500 (see footnote "A" below)

Task A02.1: Hearing Draft

RRM will make suggested modifications to the development standards as directed by the ECOC and staff so that the document will be ready for approvals by the Planning Commission and City Council. City staff will consolidate comments into one (1) redlined draft for RRM revisions.

Deliverables: Revised document per staff and ECOC review one (1) unbound copy and one (1) electronic copy

Fee: \$3,500 (see footnote "A" below)

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Ongoing Consultant Assistance Scope of Services
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Design Guidelines for Commercial Areas at El Corazon

In this task, RRM will prepare a set of design guidelines that will be used by the city in guiding the architectural style and design, site design and landscape design of future development for all commercial areas at El Corazon, including village commercial, hotels, and traditional commercial. The guidelines will be written to apply to various types of development and the desired character of each through collaboration with ECOC and staff.

Task A03: Kickoff Meeting Architectural Character Investigation

The initial step in preparing the design guidelines is to conduct a kickoff meeting. This meeting is intended to allow the city project manager, and El Corazon Oversight Committee (ECOC) to pass any relevant information onto us, and to discuss the project scope, schedule, deliverables, and expectations. Beginning with the end goal in mind is a key ingredient of a successful result. Thus, we will provide a draft of the table of contents and organization of the design guidelines for review with the ECOC and staff. We will also use this meeting to discuss the project review process and guideline enforcement from the staff's perspective.

This task will also include preparation of a visual preference survey focused on the architectural character and quality for the various commercial developments and buildings such as hotel, village commercial, neighborhood commercial, and regional commercial. The survey will be more specific, detailed, and augment what has previously been prepared for the El Corazon master planning process and will help to gauge the desired architectural treatment of ECOC and staff.

Deliverables: Prepare for, facilitate and attend one (1) kickoff meeting in Oceanside, prepare revised project schedule, list of milestone date, and present draft outline of contents and document formatting, Power Point photograph examples of possible building design style and character as described above.

Fee: \$4,800 (see footnote "A" below)

Task A03.1: Preliminary Draft Design Guidelines

In this task, RRM will prepare a preliminary draft of the design guidelines. The guidelines will address such topics as site planning, landscape guidelines, and architectural guidelines for building forms and materials, architectural details, pedestrian spaces, and utilitarian aspects of building design such as lighting and trash enclosure recommendations in an easy to read, clear, and graphically intensive document. RRM will use the input received during the public outreach process on the El Corazon Land Use Master Plan, the direction gained from the kickoff meeting and visual preference survey and from the city staff when drafting the guidelines.

Deliverables: Preparation of one (1) preliminary draft of the design guidelines. Delivery of one (1) unbound black and white hard copy and one (1) electronic version.

Fee: \$21,600 (see footnote "A" below)

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Ongoing Consultant Assistance Scope of Services
March 30, 2006
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Task A03.2: Hearing Draft Design Guidelines

RRM Design Group will make suggested modifications to the design guidelines as directed by ECOC and city staff so that the document will be ready for approvals by the Planning Commission in the next phase. City staff will consolidate comments generated during the review process and generate them into one redlined draft for RRM's use.

Deliverables: Revise document per staff review. Delivery of one (1) black and white unbound hard copy of the hearing draft and one (1) electronic version.

Fee: \$3,600 (see footnote "A" below)

Task A03.3: Errata Sheets from Planning Commission Meetings

Working with the city, RRM will prepare errata sheets listing revisions to design guidelines that resulted from the input received during the Planning Commission hearing. The errata sheet will be presented to City Council with the hearing draft to record recommended changes to the document as stated by the Planning Commission.

Deliverables: Prepare errata sheet - one (1) unbound reproducible and one (1) electronic copy.

Fee: \$1,000 (see footnote "A" below)

Task A03.4: Final Design Guidelines

Following the action taken by the City Council, the final edits and modifications will be made to the documents. It is assumed that one set of revisions will be made to the document incorporating both the Planning Commission and City Council adopted action, and that staff will provide RRM with one redlined copy of the hearing draft consolidating revisions that resulted from the hearings.

Deliverables: Make final edits and produce one (1) unbound reproducible and one (1) electronic copy. If additional bound colored copies are desired, RRM will assist the city in determining the most cost effective method to produce multiple documents.

Fee: \$1,200 (see footnote "A" below)

Task A04: Mitigation Bank Value Potential

ERA will investigate the potential value of El Corazon's habitat areas for mitigation banking. ERA will interview selective organizations currently involved in buying and selling mitigation land and will inventory recent mitigation land sales in San Diego County. Based on these interviews, ERA will comment on the reasonableness of obtaining revenue to implement the El Corazon master plan by selling mitigation credits.

For this analysis, the city will provide ERA with a description of the mitigation land within El Corazon, including its size, habitat value, and relationship to the city's Habitat Conservation Plan.

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Ongoing Consultant Assistance Scope of Services
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Deliverables: Memo to city and ECOC

Fee: \$4,500 (see footnote "A" below)

Task A05: Consulting Services As Needed

This task is provided to allow for RRM and ERA consulting assistance that will be requested on a number of activities at the discretion of the ECOC and the city staff. This task will include project management tasks, meetings, and public hearings with the ECOC, staff, and city consultants, commissions, and City Council. The project management tasks involve coordination with City staff and designated ECOC members, phone conferences, correspondence and contract coordination. Additionally, this task will provide for general assistance and technical review of documents, consultation with the ECOC, and preparation of brief reports as directed. These general and technical requests may involve a number of activities including additional plans or graphics to assist the ECOC, capital cost statement consultation and estimates, and minor amendments to the June 28, 2005 El Corazon Master Plan. Consultation could include assistance by ERA on financial and public financing issues.

Deliverables: Brief reports, exhibits, meetings, consultations, public hearing materials as directed by ECOC and described prior to commencement of individual work products

Fee: T&M- Hourly, estimated fee of \$31,300 (see footnote "B" below)

Reimbursable Expenses: Budget: \$2,000

RRM will bill direct expenses at cost plus 10% for administrative. Cost for expenses will include travel related expenses, photography, fax, long distance telephone, plotting, printing, copying, and other costs associated with producing the work products as described in the scope of work.

Limitations

Please note that the services to be provided by RRM and ERA are limited to the tasks and associated fees described in the above text for the El Corazon project. Services and tasks not included in the work scope and fees, which can be added by contract amendment include:

- RFQ/RFP for commercial development sites
- Public facility financing plan
- El Corazon development plan and refined phasing plan
- Green waste facility relocation plan
- Site restoration and enhancement plan (vegetation)
- Interpretive plan and exhibits
- Construction documents for landscape architecture, architecture, civil engineering

Any of the above tasks will be described in an amended work scope with fees to be negotiated based on the final work scope.

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Services which are specifically excluded from contract include:

- Traffic engineering
- Environmental documents
- General Plan Amendment
- Geological studies and stabilization planning
- Legal services
- Title reports
- Topographical mapping

c:/X1306517\Pp\El Corazon II Work Scope.3-30-06



creating environments people enjoy

Post-it® Fax Note	7671	Date	3/28	# of pages	2
To	Michelle Skaggs	From	Jeff Ferber		
Co./Dept.	Lawrence	Co.			
Phone #		Phone #			
Fax #	760-735-3078	Fax #			

March 22, 2006

RRM Design Group
 3765 S. Higuera St., Ste. 102
 San Luis Obispo, CA 93401
 P: (805) 543-1794
 F: (805) 543-4609
 www.rrmdesign.com

Ms. Michelle Skaggs-Lawrence
 Assistant to City Manager
 City of Oceanside
 300 North Coast Highway
 Oceanside, CA 92054

Re: RRM Design Group Billing Rates

Dear Michelle:

Listed below is the current billing rate for each member of our staff that may be working on the El Corazon project with the City of Oceanside. Also, enclosed is our Exhibit A-1 form stating the billing rate ranges for the entire staff that is not specifically mentioned below. At this point in time, it is difficult to know who may assist in the various tasks during the next couple of years.

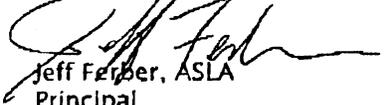
- Jeff Ferber \$150.00/hr.
- Erik P. Justesen \$150.00/hr.
- Jami Williams \$125.00/hr.
- Brian Hannegan \$105.00/hr.
- Brian Osborn \$90.00/hr.
- Debbie Jewell \$85.00/hr.
- Amy McKay \$77.00/hr.
- Wendy Smith \$75.00/hr.

If there is any other information you need from me, please don't hesitate to call me at 805/543-1794. Please note that the above billing rates for hourly tasks are effective until March 2007.

Michelle, I am very much looking forward to the opportunity to continue helping the city and committee on the El Corazon project. Thank you.

Sincerely,

RRM DESIGN GROUP



Jeff Ferber, ASLA
 Principal

Director, Planning and Landscape Architecture

Enclosure

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X1306517.

RRM DESIGN GROUP
Architects | Engineers | Landscape Architects | Planners | Surveyors

EXHIBIT A-1
GENERAL PROVISIONS AND CONDITIONS

EMPLOYEE RATES (HOURLY)

Table with 2 columns: Job Title and Hourly Rate. Includes Principal (\$125 to \$200), Manager (\$120 to \$160), Principal Planner (\$100 to \$140), Senior Architect (\$80 to \$120), Architect (\$70 to \$110), Job Captain (\$65 to \$105), Designer (\$55 to \$95), Intern (\$45 to \$75), Survey Field Staff (1-person \$130, 2-person \$150), and Prevailing Wage (1-person \$165, 2-person \$185).

Hourly rates vary according to employee experience and proficiency, and may be adjusted from time to time to reflect current costs and changes in employee classifications. Hourly rates for expert witness services or depositions shall be subject to a premium of 2x the standard hourly rate.

RRM Design Group agrees to strive to perform the services set forth in this Agreement in accordance with generally accepted professional practice, as applicable, in the same or similar localities, at the time the services are performed. RRM Design Group's services shall not be subject to any express or implied warranties whatsoever.

SUBCONSULTANT EXPENSES. The fee for subconsultants of RRM Design Group is in addition to the fee for RRM Design Group and shall include all subconsultant expenses. Typical subconsultants may include:

- Structural Engineer, Mechanical Engineer, Electrical Engineer, Irrigation Consultant, Arborist, Soils Consultant, Geological Consultant, Archaeological Consultant, Traffic Consultant

Client recognizes that site and subsurface conditions may vary from those observed at the locations where borings, surveys or explorations are made, and that site and subsurface conditions may change with time. Data, interpretations and recommendations by RRM Design Group will be based solely on information available to RRM Design Group from appropriate subconsultants, to the extent that RRM Design Group has not produced such data, interpretations or recommendations itself.

REIMBURSABLE EXPENSES. Client shall reimburse RRM Design Group for additional expenses incurred by RRM Design Group, or any subconsultant they may hire in the interest of this Agreement, at actual cost plus 10% to cover our overhead and administrative expenses. Reimbursable expenses include, but are not limited to reproduction, postage and handling of drawings and documents, long distance communications, fees paid to authorities having jurisdiction over the Project, the expense of any additional insurance requested by the Client in excess of that normally carried by RRM Design Group or its subconsultants, and the following if authorized by the Client: travel expenses for work outside of the CITY OF SAN LUIS OBISPO, renderings and models, and the expense of overtime work requiring higher than regular rates.

RRM DESIGN GROUP REPRODUCTIONS. Photocopies: \$.20 per copy. All other types of RRM Design Group reproductions such as blueprinting, process camera, typesetting and printing shall be billed at the local vendor's current rate plus 10% to cover our overhead and administrative expenses.

FEES AND PAYMENT. Fees for employee rates, subconsultant expenses, reimbursable expenses, and RRM Design Group reproductions shall be billed to the Client on a percentage of completion or on an as-performed basis as agreed by the parties. PAYMENT SHALL BE DUE AND PAYABLE UPON PRESENTATION. In order to defray carrying charges resulting from delayed payments, a finance charge at 1.5% per month shall be added to the unpaid balance after forty-five (45) days from the date of RRM Design Group's invoice.

COMMENCEMENT OF WORK. RRM Design Group's work will commence immediately upon receipt of your retainer and signed authorization to proceed. If notice to proceed is delayed beyond thirty (30) days, it is understood that the terms and conditions of this Agreement are subject to revision.

TERMINATION, SUSPENSION OR ABANDONMENT. Failure of the Client to make payments to RRM Design Group when due in accordance with this Agreement shall be considered substantial nonperformance and cause for termination. If the Client fails to make payment when due RRM Design Group for services and expenses, RRM Design Group may, upon seven (7) days written notice to the Client, suspend performance of services under this Agreement. Unless payment in full is received by RRM Design Group within seven (7) days of the date of the notice, the suspension shall take effect without further notice. In the event of a suspension of services, RRM Design Group shall have no liability to the Client for delay, damage, loss of agency approvals, loss of financing, interest expenses, etc. caused the Client because of such suspension of service.

ADDITIONAL SERVICES. If RRM Design Group is requested by the Client to perform service or incur subconsultant expenses due to changes ordered by the Client, or to expand or modify the scope of services specified in this Agreement, the Client agrees to pay RRM Design Group in accordance with the Employee Rates and Subconsultant Expenses detailed above, and any other provisions of this Agreement.

Handwritten signature or initials.