

# STAFF REPORT



ITEM NO. 11  
CITY OF OCEANSIDE

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DATE: June 6, 2007

TO: Honorable Mayor and City Councilmembers

FROM: Public Works Department

SUBJECT: **APPROVAL OF AMENDMENT 3 TO THE PROFESSIONAL SERVICES AGREEMENT WITH CORNERSTONE ENGINEERING, INC., FOR THE COLLEGE BOULEVARD MEDIAN STORM DRAIN**

## **SYNOPSIS**

Staff recommends that the City Council approve Amendment 3 in the amount of \$35,937.50 to the Professional Services Agreement with Cornerstone Engineering, Inc., of Oceanside for construction engineering, for the College Boulevard Median Storm Drain Project, for additional survey and traffic engineering services and authorize the City Manager to execute the amendment.

## **BACKGROUND**

On July 30, 2006, the City Council awarded a contract in the amount of \$1,035,360 to Erreca's, Inc., of Lakeside for the College Boulevard Median Storm Drain project. The contract is for removal of an existing open ditch and construction of an underground storm drain in the median of College Boulevard between Barnard Drive and Roselle Street. On November 1, 2006, the City Council approved Change Order 1 in the amount of \$162,867 for additional costs related to unsuitable soils in the project site.

On April 11, 2007, the City Council approved Change Orders 2, 3, and 4 in the total amount of \$148,766.35, for the following additional work:

Change Orders 2 and 3 were for additional soils that were removed and replaced with imported soils, additional reinforced concrete pipe required to connect to existing drains, and to extend the median at Barnard Drive to provide continuous curb and gutter from Roselle Avenue to Barnard Drive.

Change Order 4 provided erosion control and mulch to protect the surface until permanent landscaping is installed. The initial contract and the four change orders led to a total construction cost of \$1,346,993.35.

Cornerstone Engineering, Inc., provided design services for the College Boulevard Median Storm Drain under a Professional Services Agreement dated February 17, 2004, with Fraser Engineering, Inc., Amendment 1, dated October 11, 2004, expanded

the scope of work, added \$16,200 to the Consultant's compensation under the original Professional Services Agreement and explained that Fraser Engineering had merged with Cornerstone Engineering under the name of Cornerstone Engineering. Amendment 2 added additional items to the scope of work and increased the Consultant's compensation by another \$10,750, bringing the total compensation for design services to \$49,958.

**ANALYSIS**

On August 31, 2006, City staff administratively approved an initial agreement with Cornerstone Engineering, Inc, for during-construction services. City staff expected the total fee would be less than \$10,000. As the project progressed, there was substantially more need for survey, during-construction services and traffic engineering than originally anticipated. Ultimately, the total fee for Cornerstone Engineering, Inc.'s during-construction services was \$35,937.50, or 2.7 percent of the construction cost.

Other construction costs are:

Construction Contract	\$1,346,993.35	
Material Testing and Inspection Support (to Date)	\$ 25,000.00	1.6%
Cornerstone Engineering, Inc. (Final)	\$ 35,937.50	2.7%
Total Cost to Date	\$1,407,930.85	

**FISCAL IMPACT**

The FY 2005-2006 Capital Improvement Program (CIP) budget provided \$911,245 in carry-forward amount (561.775261); the FY 2006-2007 CIP budget provides an additional \$300,000 for a total of \$1,211,245. On April 11, 2007, City Council approved an additional budget appropriation for \$260,000 out of the Major Thoroughfare Fee Unallocated Fund Balance which made the total funding available \$1,471,245. This amount includes the additional \$35,937.50 required for Cornerstone Engineering, Inc. Therefore, sufficient funds are available.

**INSURANCE REQUIREMENTS**

The City's standard insurance requirements will be met.

**COMMISSION OR COMMITTEE REPORT**

Does not apply.

**CITY ATTORNEY'S ANALYSIS**

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

**RECOMMENDATION**

Staff recommends that the City Council approve Amendment 3 in the amount of \$35,937.50 to the Professional Services Agreement with Cornerstone Engineering, Inc., of Oceanside for construction engineering, for the College Boulevard Median Storm Drain Project, for additional survey and traffic engineering services and authorize the City Manager to execute the amendment.

PREPARED BY:



Robert H. Reinen  
Associate Engineer

SUBMITTED BY:



Peter A. Weiss  
Interim City Manager

REVIEWED BY:

Michelle Skaggs Lawrence, Deputy City Manager

Joseph Arranaga, Acting Deputy Public Works Director

Scott O. Smith, Acting City Engineer



**CITY OF OCEANSIDE  
AMENDMENT 3 TO  
PROFESSIONAL SERVICES AGREEMENT**

**PROJECT: COLLEGE BOULEVARD MEDIAN STORM DRAIN - 561.775261**

THIS AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT (hereinafter "Amendment") is made and entered into this \_\_\_ day of \_\_\_\_\_, 2007, by and between the CITY OF OCEANSIDE, a municipal corporation, hereinafter designated as "CITY", and CORNERSTONE ENGINEERING, INC hereinafter designated as "CONSULTANT."

**RECITALS**

WHEREAS, City and Fraser Engineering, Inc. are the parties to that certain Professional Services Agreement dated February 17, 2004, hereinafter referred to as the "Agreement", wherein CONSULTANT agreed to provide certain services for the College Boulevard Median Storm Drain project to the City as set forth therein;

WHEREAS, on October 11, 2004, the parties executed Amendment 1 to the Agreement wherein CONSULTANT was tasked to incorporate additional improvements in the project as set forth therein; wherein the merger of Fraser Engineering with Cornerstone Engineering under the name of Cornerstone Engineering was recognized;

WHEREAS, on October 13, 2005, the parties executed Amendment 2 to the Agreement wherein CONSULTANT was tasked to revise 90% complete working drawings to revert to and complete the original design;

WHEREAS, the CITY has identified a need for staking and engineering assistance services during construction on the project, to respond to questions, and coordinate staking services;

**AMENDMENT**

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

**SECTION 1, SCOPE OF WORK, IS HEREBY AMENDED TO INCLUDE THE FOLLOWING ADDITIONAL WORK DESCRIBED HEREIN:**

PROVIDE CONSTRUCTION STAKING SERVICES AND  
RESPOND TO REQUESTS FOR INFORMATION (RFIS) SUBMITTED BY THE  
CONSTRUCTION CONTRACTOR  
COORDINATE CONSTRUCTION SURVEY STAKING SERVICES TO FACILITATE

**COLLEGE BOULEVARD MEDIAN STORM DRAIN – 561.775261  
AMENDMENT 3**

CONSTRUCTION PROGRESS AND ASSURE THE COMPLETED PROJECT IS AT THE CORRECT ALIGNMENT AND ELEVATION.

PROVIDE ENGINEERING ASSISTANCE DURING CONSTRUCTION TO ADDRESS POTENTIAL CHANGED CONDITIONS OR PERFORM OTHER ASSISTANCE TO THE CITY AS REQUIRED TO ASSURE COMPLETION OF THE PROJECT

**SECTION 2, COMPENSATION, IS HEREBY AMENDED BY ADDING AN AMOUNT OF \$35,937.50 FOR THE ADDITIONAL SERVICES AS SET FORTH ABOVE, INCREASING THE TOTAL COMPENSATION TO AN AMOUNT NOT TO EXCEED \$85,895.50.**

EXCEPT AS EXPRESSLY SET FORTH IN THIS AMENDMENT, THE AGREEMENT SHALL REMAIN IN FULL FORCE AND EFFECT AND IS HEREBY RATIFIED AND REAFFIRMED.

**SECTION 3. TIMING REQUIREMENT IS HEREBY AMENDED TO ALLOW ADDITIONAL WORKING DAYS AS REQUIRED TO COINCIDE WITH ACTUAL CONSTRUCTION DURATION.**

**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 Amendment on behalf of the respective legal entities of the CONSULTANT and the CITY.

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 \_\_\_\_\_, 2007.

CORNERSTONE ENGINEERING, INC.

CITY OF OCEANSIDE

By:   
Name/Title  
*DEKRELL G. Whitten Jr. / President*

By: \_\_\_\_\_  
Peter A. Weiss  
Interim City Manager

By:   
Name/Title *sec / Treas.*

APPROVED AS TO FORM:

  
City Attorney

Employer ID No. 95-3428779

NOTARY ACKNOWLEDGMENTS OF CONSULTANT MUST BE ATTACHED.

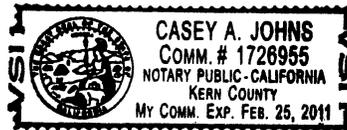
ACKNOWLEDGMENT

State of: California  
County of: Kern

On April 16, 2007, before me Casey A. Johns, Notary Public  
(here insert name and title of the officer)  
personally appeared Derrill G. Whitten, Jr. and  
Barri M. Whitten

Personally known to me ~~(or 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 be half of which the person(s) acted, executed  
the instrument.

WITNESS my hand and official seal



Signature Casey A. Johns

(Seal)

**COPY**

**CITY OF OCEANSIDE  
AMENDMENT 2 TO  
PROFESSIONAL SERVICES AGREEMENT**

**PROJECT: COLLEGE BOULEVARD MEDIAN STORM DRAIN - 561.775261**

THIS AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT (hereinafter "Amendment") is made and entered into this 13<sup>th</sup> day of October, 2005, by and between the CITY OF OCEANSIDE, a municipal corporation, hereinafter designated as "CITY", and CORNERSTONE ENGINEERING, INC hereinafter designated as "CONSULTANT."

**RECITALS**

WHEREAS, City and Cornerstone Engineering, Inc. are the parties to that certain Professional Services Agreement dated February 17, 2004, hereinafter referred to as the "Agreement", wherein CONSULTANT agreed to provide certain services to the City as set forth therein;

WHEREAS, under Amendment 1 CONSULTANT was tasked to incorporate additional improvements in the project;

WHEREAS, the engineer's estimate for the revised project exceeded funds available;

WHEREAS, CONSULTANT was directed by the City to restructure the project to fit within the funds available;

**AMENDMENT**

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

**SECTION 1, SCOPE OF WORK, IS HEREBY AMENDED TO INCLUDE THE FOLLOWING ADDITIONAL WORK DESCRIBED HEREIN:**

This additional scope of services, in general, entails revising the existing 90% drawing set to reflect a return to the original intent of the project design, which was to install underground storm drain facilities to replace the existing "V" ditch in the College Boulevard median and backfill the existing median. It is understood that the existing improvements (existing AC berm and AC paving surrounding the median) other than the existing "V" ditch are to remain and will not be replaced under this Contract Addendum No. 2.

**COLLEGE BOULEVARD MEDIAN STORM DRAIN – 561.775261  
AMENDMENT 2**

**PROJECT ADMINISTRATION**

This task includes meetings and general project administration regarding this Contract Addendum.

**REVIEW AND MARKUP CURRENT 90% DRAWING SET**

Work includes deleting demo, paving and detail sheets from the current drawing set and marking up the existing plan/profile sheets for editing.

**REVISE PLAN/PROFILE SHEETS**

The existing median asphalt over-side drains are to be replaced with concrete and will remain in the same locations. They will be made part of a storm water collection system that accepts local surface runoff from College Boulevard and conveys it to intermittent modified catch basins topped with beehive type atrium drains.

The junction structures shown in the current design that are intercepting the existing storm drain laterals will be modified to reflect a simpler less costly design. Drainage notes and structure I.D. tables shown on the current design will be deleted, or modified as necessary.

Design will show the new 36-in storm drain in College Boulevard connecting to the existing 36-in storm drain at approximate station 13+70 College Boulevard. The existing storm drain system from the junction structure at 10+95 College Boulevard (just south of Barnard Drive) to station 13+70 College Boulevard is to be excluded from this project and shall be labeled on our plans to be part of a future project.

**DEVELOP DETAIL SHEETS**

The detail sheets in the current 90% design set shall be deleted and replaced with detail sheets pertaining to the above described design.

**SPECIFICATIONS**

The current edition of the 90% level project specifications shall be modified to reflect work and bid items associated with the revised design.

**SECTION 2, COMPENSATION, IS HEREBY AMENDED BY ADDING AN AMOUNT OF \$10,750.00 FOR THE ADDITIONAL SERVICES AS SET FORTH ABOVE, INCREASING THE TOTAL COMPENSATION TO AN AMOUNT NOT TO EXCEED \$ 49,958.00.**

EXCEPT AS EXPRESSLY SET FORTH IN THIS AMENDMENT, THE AGREEMENT

**COLLEGE BOULEVARD MEDIAN STORM DRAIN – 561.775261  
AMENDMENT 2**

SHALL REMAIN IN FULL FORCE AND EFFECT AND IS HEREBY RATIFIED AND REAFFIRMED.

SECTION 3. TIMING REQUIREMENT IS HEREBY AMENDED TO ALLOW **40 WORKING** DAYS FROM DATE OF THE NOTICE TO PROCEED WITH AMENDMENT 2.

**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 Amendment on behalf of the respective legal entities of the CONSULTANT and the CITY.

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 13<sup>th</sup> day of October, 2005.

CORNERSTONE ENGINEERING, INC.

By: Steve Barger

By: Steve Barger, Branch Manager  
Name/Title

Employer ID No.

CITY OF OCEANSIDE

By: Marla Doyle  
Marla Doyle, City Engineer

APPROVED AS TO FORM:

Paul Hamilton, ASSISTANT  
City Attorney

NOTARY ACKNOWLEDGMENTS OF CONSULTANT MUST BE ATTACHED.

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

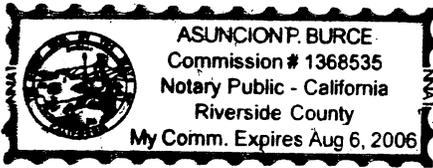
State of California  
County of San Diego } ss.

On October 13, 2009 before me, Asuncion P. Burce, Notary Public  
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared Steven Barger  
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  
Asuncion P. Burce  
Signature of Notary Public

**OPTIONAL**

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

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

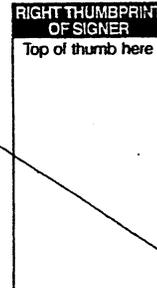
Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer**

Signer's Name: \_\_\_\_\_

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

Signer Is Representing: \_\_\_\_\_



**COPY**

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

**PROJECT: COLLEGE BOULEVARD MEDIAN STORM DRAIN - 561.775261**

THIS AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT (hereinafter "Amendment") is made and entered into this 11<sup>th</sup> day of October, 2004, by and between the CITY OF OCEANSIDE, a municipal corporation, hereinafter designated as "CITY", and CORNERSTONE ENGINEERING, INC hereinafter designated as "CONSULTANT."

**RECITALS**

WHEREAS, City and Fraser Engineering, Inc. are the parties to that certain Professional Services Agreement dated February 17, 2004, hereinafter referred to as the "Agreement", wherein CONSULTANT agreed to provide certain services to the City as set forth therein;

WHEREAS, Fraser Engineering, Inc merged with Cornerstone Engineering, Inc under the name of Cornerstone Engineering, Inc;

WHEREAS, Cornerstone Engineering, Inc has assumed all contracts previously in the name of Fraser Engineering, Inc;

WHEREAS, CONSULTANT coordinated with City staff, reviewed project documents, met with interested parties, and reviewed permit conditions;

WHEREAS, a an opportunity to widen College Boulevard and improve storm drain conditions, was identified;

**AMENDMENT**

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

**SECTION 1, SCOPE OF WORK, IS HEREBY AMENDED TO INCLUDE THE FOLLOWING ADDITIONAL WORK DESCRIBED HEREIN:**

**A. REMOVE EXISTING AC BERM AND REPLACE WITH CONCRETE CURB & GUTTER**

The original design scope entailed replacing an existing "V"-Ditch with a new underground storm drain facility within the existing College Boulevard median The City currently desires to remove the existing AC berm & associated overside drains to construct a concrete

## **COLLEGE BOULEVARD MEDIAN STORM DRAIN – 561.775261**

curb, & gutter on each side of the median between Warring Road and Roselle Street. Design work includes the horizontal and vertical alignment for the curb & gutter and a detailed slope/grade analysis to ensure the new alignment blends in smoothly with the existing roadway grades.

### **B. INCREASE ROADWAY WIDTHS**

The original design anticipated that all existing median curbing improvements were to remain in place. The City desires to revise the existing median width from approximately twenty feet (20') to sixteen feet (16' curb face to curb face) and increase the roadway width by two (2) additional feet in each direction. The revised roadway widths will extend to the Waring and Roselle intersections and/or have an appropriate taper where there is narrowing of the lane. The additional roadway width will widen the existing No.1 lanes (inside lanes) in both directions with the outside lane widths in both directions remaining in their current configuration. Work includes new or replaced pavement markings/stripping and signage replacements for the new roadway alignment.

### **C. DESIGN NEW CONCRETE DRAINAGE INLETS & FACILITIES**

The original design anticipating that all existing median overside drains were to remain in place. The City currently desires to remove the AC berm along with the overside drains. This additional scope of service will replace the existing overside drains with new concrete curb drainage structures. The design will avoid the break in the new curb face via the use of through the curb inlets. The junction structures in the current design that are intercepting the existing storm drain laterals, will be modified to also serve as curb inlets. Additional curb inlets and/or outlets will be added as required per the median drainage analysis. The road/inlet design will minimize dips within the traveled lanes. Standard drainage notes and detail sheets are required.

### **D. DETAILED DRAINAGE AND HYDRAULIC ANALYSIS**

This addition task is required to size and locate the drainage inlets along the median. A precise drainage/hydraulic analysis is required to ensure drainage flow stays within the curb and gutter section and does not flow into the No 1 (inside) travel lane. The design storm for the drainage analysis will be the twenty-five (25) year return storm. This task includes additional engineering time to revise the project hydraulic calculations to incorporate the revised Berryman & Henigar drainage analysis.

Subsequent services beyond this Addendum Scope Of Work describe above shall be performed on a time and materials basis. If it is anticipated, for any reason, should our costs significantly exceed the estimated totals, you will be notified in advance of the additional work required.

**SECTION 2, COMPENSATION, IS HEREBY AMENDED BY ADDING AN AMOUNT OF**

**COLLEGE BOULEVARD MEDIAN STORM DRAIN – 561.775261**

**\$16,208.00** FOR THE ADDITIONAL DESIGN WORK AS SET FORTH ABOVE,  
INCREASING THE TOTAL COMPENSATION TO AN AMOUNT NOT TO EXCEED  
**\$ 39,208.00.**

EXCEPT AS EXPRESSLY SET FORTH IN THIS AMENDMENT, THE AGREEMENT  
SHALL REMAIN IN FULL FORCE AND EFFECT AND IS HEREBY RATIFIED AND  
REAFFIRMED.

SECTION 3. TIMING REQUIREMENTS IS HEREBY AMENDED TO ALLOW **40**  
**WORKING DAYS** FROM DATE OF THE NOTICE TO PROCEED.

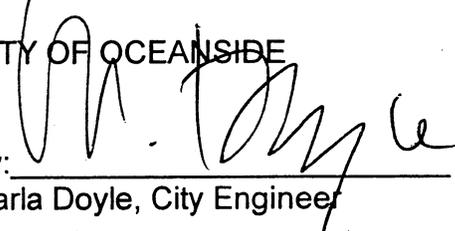
**SIGNATURES.** The individuals executing this Amendment represent and warrant  
that they have the right, power, legal capacity and authority to enter into and to execute  
this Amendment on behalf of the respective legal entities of the CONSULTANT and the  
CITY.

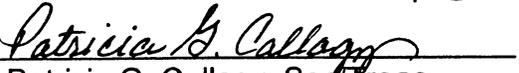
IN WITNESS WHEREOF the parties hereto being duly authorized on behalf of  
their respective entities to execute this Amendment, do hereby agree to the covenants  
contained in the Agreement, including this Amendment and have caused this Amendment  
to be executed by setting hereunto their signatures this 11<sup>th</sup> day of October, 2004.

CORNERSTONE ENGINEERING, INC.

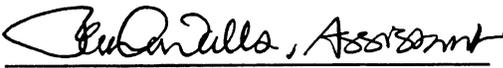
CITY OF OCEANSIDE

By:   
Michael J. Callagy, President

By:   
Marla Doyle, City Engineer

By:   
Patricia G. Callagy, Sec/Treas.

APPROVED AS TO FORM:

  
City Attorney

Employer ID No. 95-3428779

NOTARY ACKNOWLEDGMENTS OF CONSULTANT MUST BE ATTACHED.

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

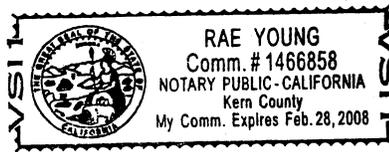
State of California )  
 )  
County of Kern )

On October 11, 2004 before me, Rae Young, Notary Public personally appeared Michael J. Callagy and Patricia G. Callagy, personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacity, and that by their signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

*Rae Young*  
\_\_\_\_\_  
SIGNATURE OF NOTARY

(Seal)



**OPTIONAL**

**ATTENTION NOTARY:** Although the information requested below is OPTIONAL, it could prevent fraudulent attachment of this certificate to an unauthorized document.

CAPACITY CLAIMED BY SIGNER

DESCRIPTION OF ATTACHED DOCUMENT

- INDIVIDUAL
- CORPORATE OFFICER (S)

\_\_\_\_\_  
TITLE OR TYPE OF DOCUMENT

\_\_\_\_\_  
TITLE(S)

- PARTNER (S)
  - LIMITED
  - GENERAL

\_\_\_\_\_  
NUMBER OF PAGES

- ATTORNEY-IN-FACT
- TRUSTEE (S)
- GUARDIAN/CONSERVATOR
- OTHER: \_\_\_\_\_

\_\_\_\_\_  
DATE OF DOCUMENT

**SIGNER IS REPRESENTING:**  
NAME OF PERSON (S) OR ENTITY (IES)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
SIGNER (S) OTHER THAN NAMED ABOVE

**CITY OF OCEANSIDE**

**PROFESSIONAL SERVICES AGREEMENT**

**PROJECT: College Boulevard Median Storm Drain – 561.775261**

THIS AGREEMENT is made and entered into this 17 day of February, 2008,<sup>4</sup> by and between the CITY OF OCEANSIDE, a municipal corporation, hereinafter designated as "CITY", and FRASER ENGINEERING, INC., hereinafter designated as "CONSULTANT."

**NOW THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:**

1. **SCOPE OF WORK.** The project is more particularly described as follows: The center median of College Boulevard between Barnard Drive and Roselle Avenue contains an open trapezoidal shaped drainage ditch. This project is intended to design an underground storm drain to accept all of the existing inflows (Q=100) and convey those flows to an existing 42" RCP in the median near Barnard Drive. The open ditch is to be back-filled and landscaped with Queen Palm trees, Lantana and bark mulch similar to that found on College Boulevard north of Roselle Avenue.

**TASK DESCRIPTIONS:**

- A. **Hydraulic Design of Proposed Improvements** – Hydraulic calculations will be performed for each length of storm drain. An 8½" by 11" plot of each pipe run will be prepared and presented indicating final design parameters (size, slope, HGL, etc.).
- B. **Prepare Base Sheets** – Prepare base sheets from the existing as-built and reference drawings.
- C. **Plans, Specifications and Estimate (PS&E)** – Prepare final plans for storm drain facilities in AutoCAD format. The final plans will include storm drain piping, combination cleanout/inlets, AC spillways and lateral connections/drop structures. The final deliverables will consist of one set of signed mylars, specifications and cost estimate. The following items shall be included:
  - 1) Inventory of existing storm drains in College Boulevard between Roselle Avenue and an existing 54" storm drain south of Barnard Drive.

## College Boulevard Median Storm Drain – 561.775261

- 2) Replace the existing 36” storm drain between STA 11+75 +/- and STA 13+67 +/- with a 42” storm drain.
  - 3) Collect all of the runoff that previously went into the open ditch and convey it to an existing storm drain at Barnard Drive.
  - 4) The specifications will be based on the “Greenbook” with the City providing Section 1 Provisions.
  - 5) There will be submittals at 50%, 90% and Final design.
- D. **Project Management and Quality Control** – Consultant shall attend meetings, and coordinate with utility companies and other agencies as necessary. There will be an initial meeting with the City’s Project Manager and staff. Consultant will submit conceptual recommendations to City staff for approval prior to proceeding with final report and final designs.
- E. **Landscape & Irrigation Plans** – Consultant will prepare final landscape & irrigation plans for the storm drain facilities in AutoCAD format. The final plans shall include back filling the open ditch, landscaping with Queen Palm trees, Lantana and bark similar to that found on College Boulevard north of Roselle Avenue.
- F. **Traffic Control Plans** – Consultant will include a specifications and a bid item for traffic control plans to be completed by the successful bidder. Traffic control plans are to be approved by the City prior to initiation of construction.
- G. **Record Drawings** – Consultant will prepare record drawings based on “Redline” drawings provided by the City.
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.

College Boulevard Median Storm Drain – 561.775261

3. **WORKER'S 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.

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.

## College Boulevard Median Storm Drain – 561.775261

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

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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 conduct, negligent acts, errors or 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, 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, 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.

7. **COMPENSATION.** CONSULTANT'S compensation for all work performed in accordance with this Agreement, shall not exceed the total contract price of \$23,000.00.

No work shall be performed by CONSULTANT in excess of the total contract price without prior written approval of the City Engineer. CONSULTANT shall obtain approval by the City Engineer prior to performing any work, which results in incidental expenses to CITY.

8. **TIMING REQUIREMENTS.** Time is of the essence in the performance of work under this Agreement and the timing requirements shall be strictly adhered to unless otherwise modified in writing. All work shall be completed in every detail to the satisfaction of the Engineer eighty-eight (88) working days from the date of the Notice to Proceed.

9. **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.

10. **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.

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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.

- 11. **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.
- 12. **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 17 day of February, 2008.

FRASER ENGINEERING, INC.

By: [Signature]  
Name/Title President

By: [Signature], Secretary  
Name/Title

95-3568087  
Employer ID No.

CITY OF OCEANSIDE  
By: [Signature]  
for Steven R. Jepsen, City Manager

APPROVED AS TO FORM:  
[Signature], Assistant  
City Attorney

**NOTARY ACKNOWLEDGMENTS OF CONSULTANT MUST BE ATTACHED.**