

# STAFF REPORT



ITEM NO. **28**  
CITY OF OCEANSIDE

**DATE:** September 13, 2006  
**TO:** Chairman and Members, Community Development Commission  
**FROM:** Economic Development and Redevelopment Department  
**SUBJECT:** **APPROVAL OF A PROFESSIONAL SERVICES AGREEMENT BETWEEN THE COMMUNITY DEVELOPMENT COMMISSION AND WALLACE ROBERTS & TODD, LLC (WRT) IN THE AMOUNT OF \$669,111 FOR A BEACH AREA IMPROVEMENT PLAN**

## SYNOPSIS

Staff recommends that the Community Development Commission approve a professional services agreement with Wallace Roberts & Todd, LLC, in the amount of \$669,111 to complete a Beach Area Improvement Plan, and authorize the Executive Director to execute the agreement.

## BACKGROUND

The City of Oceanside was interested in hiring a consultant(s) to inventory the current conditions of the existing facilities at the beach and the preparation of a master plan and recommendations to rehabilitate or enhance the existing facilities.

The study was to include an analysis of Coastal Commission issues, recommended building and infrastructure improvements, the preparation of a master plan, all environmental studies and several community meetings, and City Council workshops.

In August of 2005 the Community Development Commission approved the issuance of a Request for Proposals from experienced consultants for the preparation of a study of the public facilities along the coast, including public restrooms, the pier amphitheater, police substation, beach maintenance facility, lifeguard headquarters, the beach community center, the pier and the overall appearance of the area.

## ANALYSIS

Staff received and interviewed seven consultant teams and narrowed the selection down to three. The three consultant teams were WRT, Concept Marine & Associates and Jorgensen Architects. Staff conducted further interviews and ultimately selected WRT based upon their performance during the interviews, their past work experience and their references.

The scope of services will include a project initiation, facilities assessment, condition surveys, several community meetings and Council workshops, a preliminary master plan of recommendations, conceptual development plan recommendations, a phasing plan, Environmental Impact Report, and City and Coastal Commission approvals.

Upon Commission approval the consultant and staff are prepared to start immediately on preparing for the condition survey and first community meeting.

**FISCAL IMPACT**

Redevelopment's Capital Improvement Project Fund balance for the Pier Area/Band Shell/Restroom Rehabilitation improvements is approximately \$5,000,000. A total of \$3,000,000 was allocated for FY 2005-06 and \$2,000,000 for FY 2006-07. Allocating \$669,111 for the professional services agreement will leave a remaining budget balance of approximately \$4,330,889 for the construction drawings and the actual improvements.

**COMMISSION OR COMMITTEE REPORT**

The Redevelopment Advisory Committee reviewed the professional services agreement at its meeting of July 31, 2006 and supports staff's recommendation.

**CITY ATTORNEY'S ANALYSIS**

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

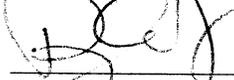
**RECOMMENDATION**

Staff recommends that the Community Development Commission approve a professional services agreement with Wallace Roberts & Todd, LLC, in the amount of \$669,111 to complete a Beach Area Improvement Plan, and authorize the Executive Director to execute the agreement.

PREPARED BY:

  
Kathy Baker  
Redevelopment Manager

SUBMITTED BY:

  
Barry E. Martin  
Interim Executive Director

REVIEWED BY:

Michelle Skaggs Lawrence, Assistant to the City Manager  
Jane McVey, Economic Development and Redevelopment Director  
Don Hadley, Harbor and Beaches Director  
Nita McKay, Financial Services Director



ATTACHMENTS/EXHIBITS:

1. August 3, 2005 Staff Report
2. Professional Services Agreement

# STAFF REPORT



ITEM NO. 23

CITY OF OCEANSIDE

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DATE: August 3, 2005  
TO: Chairman and Members, Community Development Commission  
FROM: Economic Development and Redevelopment Department  
SUBJECT: **APPROVAL OF ISSUANCE OF REQUEST FOR PROPOSALS FOR A CONSULTANT TO PREPARE A DESIGN AND CONSTRUCTION PLANS FOR THE BEACH AREA IMPROVEMENTS**

## SYNOPSIS

Staff is requesting approval of the issuance of a Request for Proposals (RFP) to prepare design and construction plans, specifications, work schedule, construction cost estimating, and bid documents for the Beach Area Improvements.

## BACKGROUND

The Community Development Commission (CDC) has determined that a high priority capital project is the upgrading of the pier beach area. The most urgent improvements necessary are those needed to the amphitheater; the restroom facilities and the sewer lift station (locations shown on attachments 3 & 4 of the RFP). These facilities were constructed over seventy years ago. Due to the age of these facilities, upgrades are necessary to meet current codes and standards.

## ANALYSIS

The restroom facilities will most likely need major reconstruction, which will require a Historic Permit; however, these improvements are necessary for the continued use of these facilities and to accommodate future capacity. Improvements are also necessary to the amphitheater. Upgrades are necessary to the electrical, lighting and sound system of the amphitheater. There are many other improvements that shall be evaluated with this RFP. The consultant shall be required to prepare a phasing of these additional improvements, as funding becomes available.

The design and improvements necessary to the area are very specific; therefore, the consultant selected will need to have expertise, knowledge and subconsultants in specialized areas. The consultant will be required to conduct at least four public meetings with the community throughout the process.

Staff will interview the consultants and bring back a recommendation to the Community Development Commission.

**FISCAL ANALYSIS**

There is minor cost for the distribution of the RFP. The Redevelopment Agency has a Capital Improvement Project account that was approved earlier this year, from bond funds, that would finance some of these improvements. The Water Utilities Department will be financing any improvements necessary to the sewer lift station.

**CITY ATTORNEY'S ANALYSIS**

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

**COMMITTEE/COMMISSION REPORT**

The Redevelopment Advisory Committee reviewed the staff report and the RFP at its July 18, 2005, meeting.

**RECOMMENDATION**

Staff recommends the CDC approve of the issuance of a Request for Proposals (RFP) to prepare design and construction plans, specifications, work schedule, construction cost estimating, and bid documents for the Beach Area Improvements.

**PREPARED BY:**

Kathy Baker  
Kathy Baker  
Redevelopment Manager

**SUBMITTED BY:**

Steven R. Jepsen for  
Steven R. Jepsen  
Executive Director

**REVIEWED BY:**

Mike Blessing, Deputy City Manager  
Michelle Skaggs Lawrence, Assistant to the City Manager  
Jane McVey, Economic Development & Redevelopment Director  
Don Hadley, Harbor & Beaches Director  
Peter Weiss, Public Works Director

JMC  
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**Attachments/Exhibits**

- 1. Request for Proposals

**CITY OF OCEANSIDE**  
**Request for Proposals for Professional Services**  
**For**  
**Preparation of a Study, Design and Construction**  
**Documents**  
**For**  
**Beach Area Improvements**

**Date:** August 3, 2005

**Subject:** Request for Proposals to prepare design and construction plans, specifications, work schedule, construction cost estimating, and bid documents for the Beach Area Improvements

**Due Date:** Proposals are due by September 6, 2005 at 4:00 p.m. to:

**City of Oceanside**  
**Economic Development and Redevelopment Department**  
**300 N. Coast Highway**  
**Oceanside, CA 92054**  
**Attention: Kathy Baker, Redevelopment Manager**

**Questions:** Call Kathy Baker, 760-435-3547 or [kbaker@ci.oceanside.ca.us](mailto:kbaker@ci.oceanside.ca.us)

**Introduction**

The City of Oceanside is soliciting proposals from experienced consultants for the preparation of a study of the public facilities along the coast, including public restrooms, the pier amphitheater, police substation, beach maintenance facility, lifeguard headquarters, the beach community center and the overall appearance of the area. The City will select a consultant to inventory the current conditions of the facilities and prepare a study of recommended work to rehabilitate the facilities. The study must include an analysis of Coastal Commission issues that may preclude the expansion of the footprint of any of the buildings evaluated or any other obstacles that may be forecast.

The City will use the study to help define the scope of recommended building and infrastructure improvements. Upon direction of the City, the consultant will prepare all environmental studies necessary for obtaining permits for the recommended improvements. The consultant will prepare construction plans and specifications and provide construction support services.

The proposal should include the cost to conduct at least four community meetings to review the study results with the public.

## **Study Objectives**

The quality of these facilities plays an important role in the City's ability to provide services to existing residents, to attract tourism and to provide service to the general public. The end goal of this project is to improve the facilities to the greatest extent possible considering any Coastal Commission and budget restrictions. The objectives of the study includes the following:

- To provide an analysis of existing facility conditions within the project area
- To identify improvements to the quality of the public facilities and physical environment
- To enhance the amphitheater to provide for higher quality musical events and possibly outdoor films
- To set a range of costs for identified improvements
- Identify solutions to Coastal Bluff erosion within the study area
- Project presentation for approval by the Redevelopment Design Review Committee, the Redevelopment Advisory Committee, and the City Council.

## **Project Description**

The study area includes six public restrooms, the pier amphitheater, police substation, beach maintenance facility, lifeguard headquarters and the beach community center. (There are many other amenities that may be analyzed through this process in addition to the above-mentioned items). Attached is a more detailed list of the existing conditions (Attachment 1) and a map of the study area (Attachment 3 & 4). Due to the availability of funding, the project will be phased. The first phase shall consist of the six-restroom facilities and the amphitheater improvements.

The consultant shall examine each of the facilities to determine all work necessary to correct disabled accessibility, storm water run-off compliance issues, plumbing, drainage, lighting, odor, fixtures, sound and facade deficiencies. The study shall accurately describe recommended improvements and cost estimates for the preparation of plans for each of the improvements. Each restroom building should be independently evaluated. Consultant shall also prepare an estimate of the cost of each improvement to construct.

The consultant team should include expertise and knowledge in mechanical, electrical, structural and civil engineering, architecture, coastal and historical knowledge, and specifically amphitheater lighting, sound and design, and support amenities. Coastal Commission requirements and aesthetic improvements should be considered, in addition to safety and crime prevention.

If additional information is needed regarding the facilities, please contact Frank Quan of the Harbor and Beaches Department at 760-435-4032.

## **Scope of Services**

Preparation of this construction project consists of two main tasks:

## Task 1 – Design Development

- Community meetings three (3): Input gathering & preliminary drawing/cost estimate, etc.
- Develop preliminary drawings and cost estimates
- Create a phasing plan for all of the improvements
- Attend all meetings, as necessary with City staff for design development
- Project presentation for approval by the Redevelopment Design Review Committee, the Redevelopment Advisory Committee, and the City Council.

## Task 2 – Construction Documents

The Design Development, Environmental and Final Plans and Specifications shall include the following items:

- Coastal, City and Environmental Approvals: The Development Plan is required to have specific items prepared necessary for the Coastal Permit, City, and CEQA review process. All environmental documents necessary for the CEQA review and approval/entitlement process will need to be prepared. Biology, Archeology, Traffic and Parking, Noise, Lighting, Phase 1 Environmental (hazardous materials and soil contamination), and Historical Resources studies are required. Consultant shall prepare all CEQA documentation, which shall include an Environmental Impact Report (EIR) to provide full consideration to site's historical resource issues and allow for full public participation in the project review process. The project Coastal Development Permit will be issued by the City Council, and can be appealed by any party to the California Coastal Commission for their consideration as a direct permit.
- Plans should include but not be limited to a: Demolition Plan, Grading and Drainage Plan, Preparation of a Storm Water Mitigation Plan (SWMP), Geotechnical Investigation (soils report), Site Utility and Lighting Plan, Landscape and Irrigation Plan, Building Plans, Preliminary Cost Estimates. Consultant shall attend monthly review meetings with staff.
- Aerial Topographic Mapping (if City provided topo does not have enough information.)
- Recommend scope of services for sub-consultants.
- Community meeting one (1): present design concept and phasing plan.
- Submit a 50% design document for first phase of development. Design document shall include all necessary plans to gain permits to complete the project (architectural, civil, electrical, mechanical, structural, plumbing, landscape and irrigation etc.)

- Incorporate into the 50% submittal, comments and revisions by City staff.
- Submit 90% design and construction documents. Submittal shall include plans and specifications along with one copy of the engineer's construction cost estimate.
- Incorporate into the 90% submittal, comments and revision by City staff.
- Submit 90% design to the City Building Department for plan check and review.
- Resolve plan check comments.
- Submit final design and 100% construction documents with finalized plans and specifications which have been prepared and ready for advertisement and one copy of the final engineers construction cost estimate.
- Bid evaluation assistance.
- Plans, Specifications, & Estimate shall include plans on mylar sheets with all required architectural and engineering seals certifying their respective designs, along with stamped approvals from the necessary City of Oceanside Departments.
- The consultant shall prepare complete project design development drawings, plans and specifications, calculations, architectural renderings, and construction documents necessary for formal public bidding and construction.

### Task 3 Construction Bid Support

- The consultant shall provide technical assistance to City staff which includes the following items:
- Bidding Period – The consultant shall assist the City staff with Bidder's inquiries, prepare contract addenda, and attend the pre-bid conference if one is held. The City will duplicate and distribute copies of plans, specifications, and any addenda to bidders and plan rooms, and will maintain the list of plan holders.
- Construction Period – The consultant shall attend the construction conference, review and approve shop drawings, and respond to contractor. Requests for Information, set survey stakes for construction, and review and approve contract change orders. This may also require design modification by the consultant.
- Post Construction Period – Transfer As-Built revisions to the original drawings of the project plan sheets based on the Resident Engineer's records.

## **Consultant Responsibilities**

- Consultant must be sensitive to the community's needs and desires relative to the development of this project and its overall budget.
- The consultant must be capable of taking a conceptual drawing and produce final design and construction ready documents, including plans and specifications.
- The consultant must be experienced in performing public presentations, especially on potentially controversial issues.
- Consultants must have Coastal Commission entitlement experience.
- The consultant must deliver a construction ready project on time and within budget.

## **Submission**

1. The consultant's qualifications should describe the methodology anticipated in order to accomplish the project. A detailed description of past experience, similar projects and staffing for the project should be provided in order to satisfactorily evaluate the proposals.
2. All proposals should be submitted according to the specified format listed below. Failure to follow the required specifications may be cause for rejection.
3. The City reserves the right to reject any or all proposal qualifications.
4. All proposals will become the property of the City and will be kept confidential with the exception of the selected proposal, which may become public information upon acceptance.
5. Once the proposal qualifications are submitted, changes to the staffing plan should not be made without prior written consent and approval of the City.
6. This Request for Proposals does not commit the City to award a contract or pay any cost incurred in the preparation of the proposal per this request.

## **General Format**

The proposal shall layout the method for completing the scope of work. All proposals shall follow the outline format listed below:

1. A statement of the approach demonstrating an understanding of the scope of services, a detailed description of the work to be performed by firm and sub-

consultants and any assumptions made regarding work to be performed by the City of Oceanside

2. Identification and background of principals who will work on the project and the capabilities and experience. List of major projects in which the firm and/or consultants has participated. A description of each firm or person and the work to be done by each sub consultant. Include resumes, and organizational chart, and a discussion of special consultants.
3. A project work schedule with milestones dates with appropriate work phase completion:
  - a. Including workshops with the community
  - b. Completion of the Study
  - c. Processing of entitlements
  - d. Preparation of all plans to construct the improvements
  - e. Estimated construction schedule
4. A copy of all standard hourly billing rates.
5. A breakdown of all fixed project costs, along with an hourly rate schedule of involved personnel and a description of various cost elements and charges for each milestone phase. Reimbursable expenses should be estimated and should include an allowance for these expenses in total not-to-exceed cost of the contract.
6. A statement, together with a minimum of three (3) references from current and past municipal clients, indicating your firm's and sub consultant's experience performing similar projects.

### **Consultant Selection**

The proposals submitted will be reviewed and evaluated by a selection committee (a copy of the draft schedule is attachment #2). The applicant(s) best meeting the following criteria will be considered for selection.

1. Understanding of the project, scope of services, and project approach and ingenuity.
2. Ability to complete the project.
3. Previous experience successfully completing similar projects for other public agencies.
4. Ability to meet the community's expectations for the project.

5. Demonstrated ability to work with the City of Oceanside staff and coordinate sub consultants
6. Professional qualifications of the firms, sub consultants and experience of the staff assigned to the project.
7. Completeness and quality of the proposal.
8. Recommendation of relevant references.

Please submit five bound copies and one unbound original of your proposal before 4:00 p.m. **September 6, 2005**

**Attachments:**

1. Existing Conditions
2. Draft Schedule
3. Map of the area
4. Aerial of improvement

## Attachment 1 Existing Conditions

### Restrooms

1. Breakwater Way Restroom, 900 block of North The Strand
2. Sportfisher Drive Restroom, 500 block of North the Strand
3. Pier Restrooms, Oceanside Pier
4. Amphitheater Restroom, 122 North the Strand
5. Tyson Park Restroom, 200 South the Strand
6. Wisconsin Street Restroom, 700 block of South the Strand

### **Current Fixture Count**

	Toilet		Urinal	Sink		Attached shower
	Men	Woman	Men	Men	Woman	
Breakwater Way	2	2	1	1	1	0
Sportfisher Dr.	2	3	1	2	2	2
Pier	1	2	1	1	1	0
Amphitheater	3	4	1	2	2	0
Tyson Park	2	3	1	2	2	0
Wisconsin St.	1	2	1	1	1	0

### **Notes on Restroom Buildings**

#### **Breakwater Way Restroom**

- No ADA access
- Old building, not as heavily used as the other beach restrooms because of the location (nearby condos, no adjacent public parking).

#### **Sportfisher Dr. Restroom**

- Heavily used because of the proximity to the Pier, picnic areas and public parking lots.
- Poor lighting, odor control problems.
- The pipe chase (pipe and plumbing valve area) is in the center garage area. That area is shared with the Recreation Department Surf Camp.

#### **Pier Restrooms**

- Heavily used, constantly vandalized.
- Drainage problems.
- Built in mid-'80s. Fixtures need replacement.

#### **Amphitheater Restroom**

- Probably the most heavily used public restroom in the city. There is no changing area for school groups or other groups of children to use. There are an insufficient number of fixtures for the number of users.

- Old building.
- Drainage, lighting, odor control and plumbing problems.

### **Tyson Restroom**

- Poor lighting.
- Drainage problems.

### **Wisconsin Avenue Restroom**

- Located underneath the stairway at Wisconsin Avenue.
- Poor lighting.
- Drainage problems.
- Not ADA accessible.

All of the buildings have drainage, odor, accessibility and lighting problems. The older buildings have plumbing problems due to the age of the piping. The three restrooms closest to the Pier (Sportfisher, Pier and Amphitheater) are of insufficient size to handle the current number of peak season beach users.

### **Non-Restroom Buildings and Facilities**

1. Pier Amphitheater, 200 North The Strand
2. Police Substation and Beach Maintenance Facility, 144 North The Strand
3. Lifeguard Headquarters, 301 North The Strand

#### **Pier Amphitheater**

- Seating for approximately 1,500 people built in 1930s.
- No drainage.
- Additional electrical needed for sound.
- Lighting not sufficient for special events.
- Expand changing rooms Green Room not adequate.
- Rehab exterior.

#### **Police Substation and Beach Maintenance Facility**

- Old fixtures and facility.
- Enclose trash containers behind station to control odor.

#### **Lifeguard Headquarters**

- Showers, ceiling and windows leak.
- Poor ventilation, heating and air conditioning.
- Floor drains not operational.
- Concrete Reinforcement steel exposed in many areas of the building.
- Explore possible expansion of the north side for added square footage.
- Some interior and exterior walls are deteriorating.
- Ramp from the Strand to the Pier needs to be evaluated.

In general the overall area should be evaluated to assess parking, outside hard and

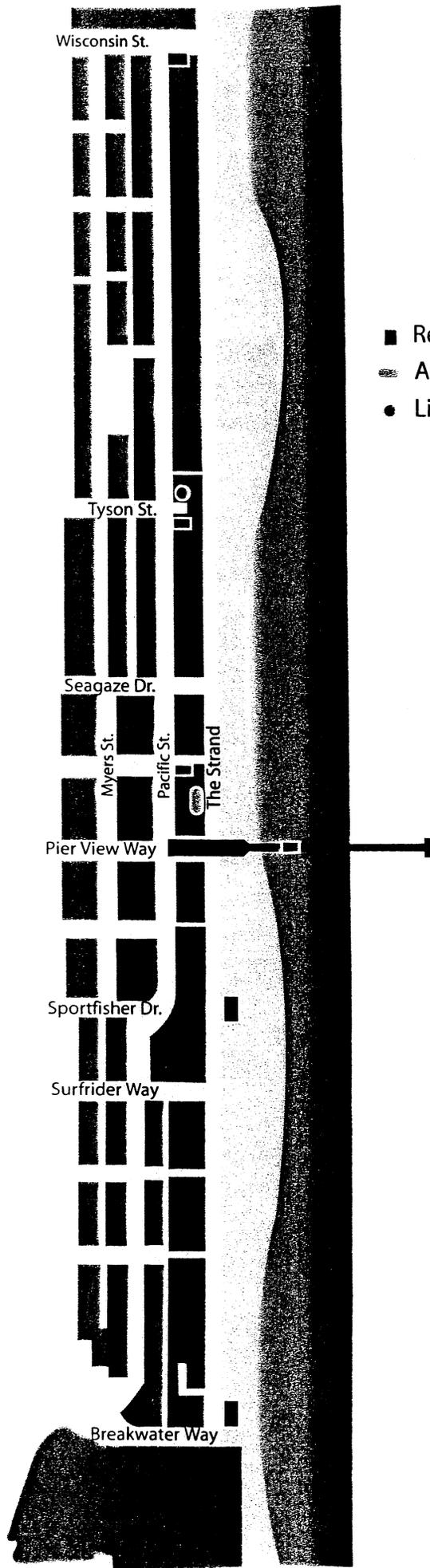
soft scape, seating, the linear park, bluffs, signage, and the potential to add amenities, which could enhance the general appearance and needs of the area.

**Attachment 2  
Draft Schedule**

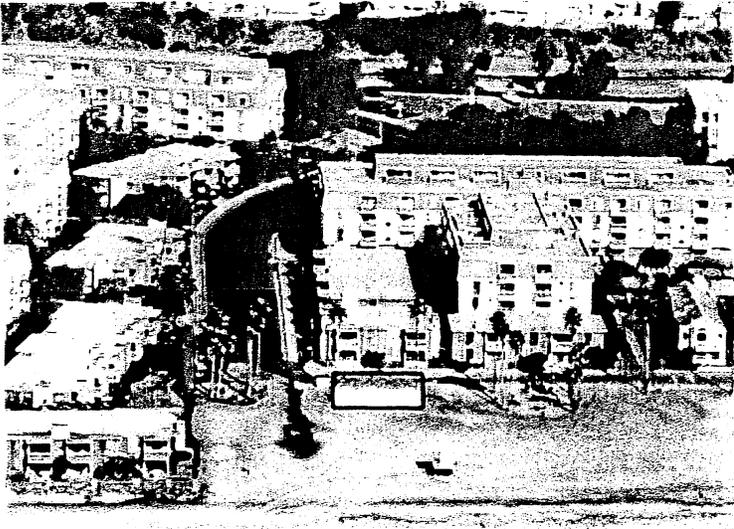
**Beach Area Improvements Draft Schedule**

CDC – approve RFP	August 3, 2005
Deadline for RFP	September 6, 2005
Staff to review submittals	September 2005
CDC approval of consultant	October 5, 2005
Neighborhood Workshop #1	October 2005
Neighborhood Workshop #2	January 2006
CDC approve project	June 2006
Design plans	June – October 2006
Plan approval	January 2007
Out to bid	July 2007
CDC Award contract	August 2007
Commence construction	September 2007

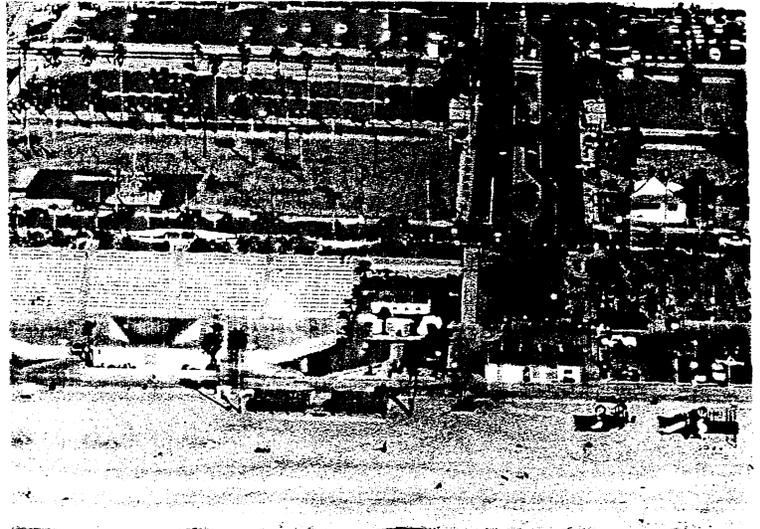
# Attachment 3



- Restrooms
- ▨ Ampitheater
- Lift Station



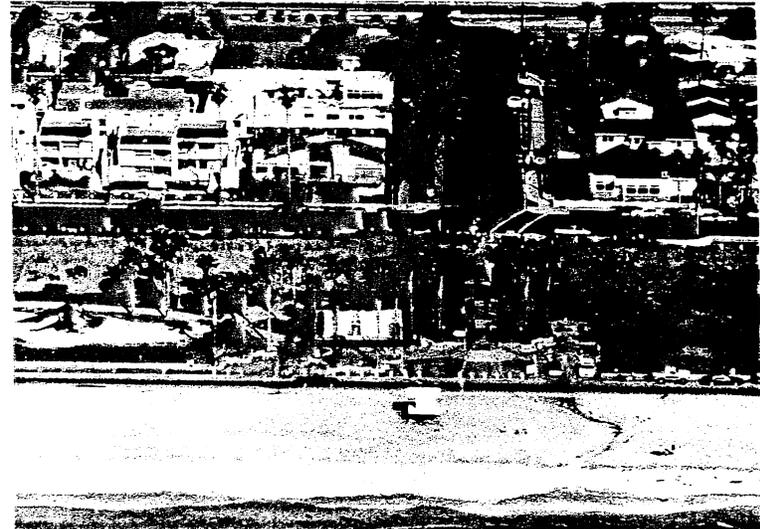
Breakwater Water



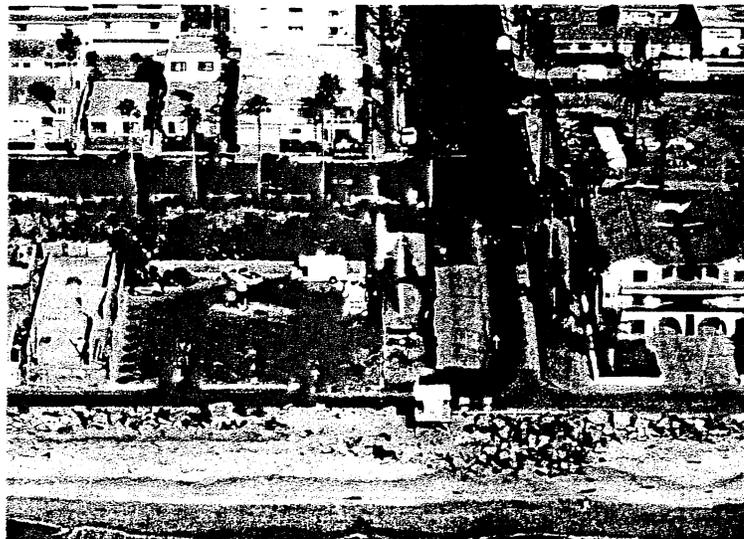
Ampitheater



Sportfisher Dr.



Tyson St.



Wisconsin St.

**CITY OF OCEANSIDE**

**PROFESSIONAL SERVICES AGREEMENT**

THIS AGREEMENT is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2006, by and between the CITY OF OCEANSIDE COMMUNITY DEVELOPMENT COMMISSION, hereinafter designated as "COMMISSION" and WALLACE ROBERTS & TODD INC., hereinafter designated as "CONSULTANT."

**RECITALS**

A. The COMMISSION desires to obtain professional services for assistance with planning and design services for the Beach Area Improvements Project.

B. CONSULTANT has submitted a proposal to provide planning and design services for the COMMISSION in accordance with the terms set forth in this Agreement.

C. The COMMISSION desires to contract with CONSULTANT as an independent contractor and CONSULTANT desires to provide services to the COMMISSION as an independent contractor.

D. CONSULTANT has demonstrated its competence and professional qualifications necessary for the satisfactory performance of the services designated herein by virtue of its experience, training, education and expertise.

NOW THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1.0 **SCOPE OF WORK.** The project is more particularly described as follows: See the attached "Exhibit A," which defines the precise scope of work and is incorporated herein by reference.

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:

1.2 CONSULTANT agrees to work closely with the Economic Development and Redevelopment Director in performing work in accordance with this Agreement in order to receive clarification as to the result which the COMMISSION expects to be accomplished by CONSULTANT. The Economic Development and Redevelopment Director shall be the COMMISSION'S authorized representative in the interpretation and enforcement of all work performed in connection with this Agreement. The Economic Development and Redevelopment Director may delegate authority in connection with this Agreement to the Economic Development and Redevelopment Director 's designees. For the purposes of directing the CONSULTANT'S performance in accordance with this Agreement, the Economic Development and Redevelopment Director delegates authority to the Redevelopment Manager.

1.3. The specific scope of work for a specific job shall be as defined by subsequent written proposals signed by the CONSULTANT and the Economic Development and Redevelopment Director. The written proposal shall include only the work to be performed by CONSULTANT, timing requirements for submittals, and the total compensation not to exceed \$669,111 (six hundred and sixty-nine thousand, one hundred and eleven dollars) to be received by CONSULTANT for the work.

1.4. All terms of this Agreement shall apply to all work performed by CONSULTANT within the scope of work for the COMMISSION during the term of this Agreement.

2. **TIMING REQUIREMENTS:** Time is of the essence in the performance of work under this Agreement. CONSULTANT shall respond in the most expedient and appropriate manner under the circumstances, by telephone, fax, hand delivery, or mail.

CONSULTANT shall be required to submit all requests for extensions of time for performance in writing to the Economic Development and Redevelopment Director no later than ten calendar days after the start of the condition which purportedly causes the delay, and no later than the date on which performance is due. The Economic Development and Redevelopment Director shall review all such requests and may recommend granting reasonable time extensions for delays that are beyond CONSULTANT'S control.

3. **CRITERIA AND STANDARDS.** All work shall be performed in accordance with applicable COMMISSION and City laws, State and Federal Codes and criteria. In the performance of professional services, CONSULTANT shall use the degree of care and skill ordinarily exercised by CONSULTANTS under similar conditions.

4. **INDEPENDENT CONTRACTOR:** CONSULTANT'S relationship to the COMMISSION shall be that of an independent contractor. CONSULTANT shall have no authority, express or implied, to act on behalf of the COMMISSION as an agent, or to bind the COMMISSION to any obligation whatsoever, unless specifically authorized in writing by the Economic Development and Redevelopment Director. CONSULTANT shall be solely responsible for the performance of any of its employees or agents under this Agreement.

CONSULTANT shall report to the COMMISSION any and all employees, agents, and consultants performing work in connection with this project, and all shall be subject to the approval of the COMMISSION.

5. **CITY BUSINESS LICENSE.** Prior to the commencement of any work under this Agreement, the CONSULTANT shall obtain and present a copy of a City of Oceanside Business License to the Economic Development and Redevelopment Director.

6. **WORKERS' COMPENSATION.** Pursuant to Labor Code Section 1861, the COMMISSION hereby certifies that the CONSULTANT is aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and the CONSULTANT will comply with such provisions, and provide certification of such compliance as a part of these Award Documents. The certification shall be in accordance with Subsections 7.4 through 7.8 of this Agreement.

7. **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 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 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.

7.3. All insurance companies affording coverage to the CONSULTANT shall be required to add the City of Oceanside Community Development Commission as "additional insured" under the insurance policy for all work performed in accordance with this Agreement. Insurance coverage provided to the City of Oceanside Community Development Commission 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.

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 endeavor to provide thirty (30) day written notice to the City of Oceanside Community Development Commission should the policy be canceled before the expiration date. In no event shall insurance company affording coverage shall provide less than 10 days written notice to the Community Development Commission. For the purposes of this notice requirement, any material change in the policy prior to the expiration shall be considered a cancellation.

7.6. CONSULTANT shall provide evidence of compliance with the insurance requirements listed above by providing a certificate of insurance, in a form satisfactory to the COMMISSION General Counsel, concurrently with the submittal of this Agreement.

7.7. CONSULTANT shall make best efforts to 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 may 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 whatever and the CONSULTANT may carry, at its own expense, such additional insurance as it deems necessary.

#### **8. PROFESSIONAL ERRORS AND OMISSIONS INSURANCE.**

CONSULTANT shall, throughout the duration of this Agreement, 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. CONSULTANT'S INDEMNIFICATION OF COMMISSION.**

CONSULTANT shall defend, indemnify and hold harmless the COMMISSION 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 of conduct of the CONSULTANT or its employees, agents, subcontractors, in connection with the execution of the work covered by this Agreement, except only for those claims arising from the sole negligence or sole willful conduct of the COMMISSION its officers, agents, or employees. CONSULTANT'S indemnification shall include reasonable attorneys' fees, expert fees and liability incurred by the COMMISSION, its officers, agents, or employees in defending against such claims, whether the same proceed to judgment or not. Further, CONSULTANT at its own expense shall, upon written request by the COMMISSION, defend any such suit or action brought against the COMMISSION, its officers, agents, or employees as a result of acts of CONSULTANT.

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

10. **ERRORS AND OMISSIONS.** In the event that the Redevelopment Manager determines that the CONSULTANT'S negligence, errors, or omissions in the performance of work under this Agreement has resulted in expense to the COMMISSION greater than would have resulted if there were no such negligence, errors, or omissions in the plans or contract specifications, CONSULTANT shall reimburse the COMMISSION for the additional expenses incurred by the COMMISSION. Nothing herein is intended to limit the COMMISSION'S rights under Sections 7, 8, or 9.

11. **NO CONFLICT OF INTEREST.** The CONSULTANT shall not be financially interested in any other COMMISSION 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 COMMISSION contract for this project, that other contract shall be void. The CONSULTANT shall indemnify and hold harmless the COMMISSION, under Section 11 above, for any claims for damages resulting from the CONSULTANT'S violation of this Section.

12. **OWNERSHIP OF DOCUMENTS.** All documents prepared or provided by the CONSULTANT under this Agreement shall be the property of the COMMISSION. The COMMISSION agrees to hold the CONSULTANT free and harmless from any claim arising from any use, other than the purpose intended, of the documents prepared or provided by the CONSULTANT. CONSULTANT may retain a copy of all material produced under this Agreement for the purpose of documenting participation.

13. **COMPENSATION.**

13.1 For work performed by CONSULTANT in accordance with this Agreement, the COMMISSION shall pay CONSULTANT in accordance with the schedule of billing rates set forth below. No rate changes shall be made during the term of this Agreement without prior written approval of the Redevelopment Manager.

CONSULTANT shall be compensated for services rendered under this Agreement in accordance with the attached billing rate schedule.

Total compensation for all services and expenses under this Agreement shall not exceed \$669,111.

13.2. CONSULTANT'S accounting records shall be made available to Redevelopment Manager, for verification of billings, within a reasonable time of Redevelopment Manager's request for inspection.

13.3. CONSULTANT shall submit monthly invoices to the COMMISSION. The COMMISSION shall make payments to CONSULTANT within thirty (30) days of receipt of invoices, subject to approval of the Redevelopment Manager.

13.4. COMMISSION shall reimburse WALLACE ROBERTS & TODD INC. for:

a. All travel expenses, subsistence, and other out-of pocket expenses authorized by the COMMISSION in connection with the performance of duties under this AGREEMENT. Travel expenses to or from the City of Oceanside will not be reimbursable;

b. All travel expenses for attendance at conferences when attendance at such conferences is requested by the Redevelopment Manager;

c. Incidental expenses incurred in the course of conducting COMMISSION business, subject to Redevelopment Manager's approval;

d. Long distance telephone expenses, taxi fares incurred in the course of conducting COMMISSION business, subject to the Redevelopment Manager's approval;

e. Cost of document production required by the COMMISSION, subject to the Redevelopment Manager's approval; and subsistence expenses, supported by detailed records in the amount of actual cost.

14. **DURATION OF AGREEMENT:** CONSULTANT shall complete all services within two years from the date of approval of this agreement. The COMMISSION has the option to extend the agreement for an additional (6) six months. Any such extension shall be by mutual agreement of CONSULTANT and City. The COMMISSION shall give notice of its election to extend this agreement by sending a letter to CONSULTANT no later than three (3) months prior to the expiration of the term.

15. **TERMINATION OF AGREEMENT.** The COMMISSION may terminate this agreement for any reason upon a thirty (30) day written notice to the CONSULTANT.

If any portion of the work is terminated or abandoned by the COMMISSION then the COMMISSION 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 COMMISSION shall be required to compensate CONSULTANT only for work performed in accordance with the Agreement up to and including the date of termination.

16. **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 COMMISSION. Any attempt to assign or delegate this Agreement without the express written consent of the COMMISSION shall be void and of no force or effect. A consent by the COMMISSION 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.

17. **ENTIRE AGREEMENT:** This Agreement comprises the entire integrated understanding between the COMMISSION and CONSULTANT concerning the work to be performed under this Agreement and supersedes all prior negotiations, representations, or agreements.

18. **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 the COMMISSION.

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.

19. **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.

20. **DISPUTE RESOLUTION.**

a. Any controversy or claim arising out of or relating to 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 to this contract unless all statutory claims filing requirements have been met.

21. **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 COMMISSION:

Kathy Baker  
Redevelopment Manager  
300 N. Coast Highway  
Oceanside, CA 92054

TO CONSULTANT:

Kathleen A. Garcia  
Wallace Roberts & Todd, Inc.  
1133 Columbia Street, Suite205  
San Diego, CA 92101-3535

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

Communications shall be deemed to have been given and received on the first to occur of (i) actual receipt at the offices of the party to whom the communication is to be sent, as designated above, or (ii) three 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.

. . .

. . .

. . .

. . .

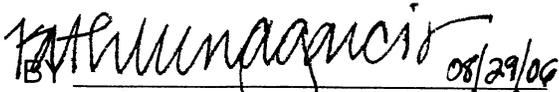
. . .

22. **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 COMMISSION.

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.

**WALLACE ROBERTS & TODD INC.**

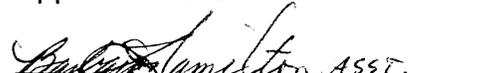
**OCEANSIDE COMMUNITY  
DEVELOPMENT COMMISSION**

BY  08/29/06  
Kathleen A. Garcia, Principal

BY \_\_\_\_\_  
Barry E. Martin  
Executive Director

BY \_\_\_\_\_

Approved as to Form:

 ASST.  
General Counsel

592146244  
Federal Employer I.D. No.

Notary acknowledgements and Proof of Authorization for signatories of CONSULTANT must be attached.

22. **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 COMMISSION.

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.

**WALLACE ROBERTS & TODD INC.**

**OCEANSIDE COMMUNITY  
DEVELOPMENT COMMISSION**

BY \_\_\_\_\_  
Kathleen A. Garcia, Principal

BY \_\_\_\_\_  
Barry E. Martin  
Executive Director

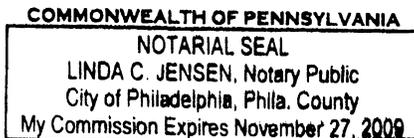
BY John J. Benischeck  
John J. Benischeck, Treasurer

Approved as to Form:

\_\_\_\_\_  
General Counsel

\_\_\_\_\_  
Federal Employer I.D. No.

Notary acknowledgements and Proof of Authorization for signatories of CONSULTANT must be attached.



**ACKNOWLEDGMENT**

State of California  
County of San Diego

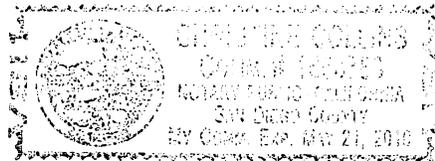
On August 29, 2007 before me, Christine Collins  
(here insert name and title of the officer)

personally appeared Kathleen A. Garcia

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 behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature 



(Seal)

## **Scope of Services Outline**

The following outlines the tasks we see to complete the first phase of effort and determine the Preliminary/Conceptual Master Plan, Development Plan and the necessary Approvals. The tasks are based upon three objectives: Assess – Plan – Approve. Second Phase (Design & Construction documentation) tasks are per the City of Oceanside RFP and will be determined at the conclusion of the first Phase.

### **I. Master Plan/Design Development**

#### **1 Project Initiation**

- 1.1 Kick-Off Meeting and Site Visit with Key Staff – establishing the procedures and identifying the program.
- 1.2 Community Meeting #1 – understanding how the community uses the beach facilities and their desires.
- 1.3 Staff Meeting to discuss community desires
- 1.4 Survey of Restrooms (4) outside of existing survey at Pier/Amphitheater
- 1.5 Preparation of base map materials for assessment, design and planning recommendations

#### **2 Facilities Assessment**

- 2.1 Review of existing facilities restrooms (Breakwater Way, Sportfisher Drive, Pier, Amphitheater, Tyson Park and Wisconsin Street), Amphitheater, Police Substation/Beach Maintenance; Lifeguard Headquarters, Parking (Lots 28, 29 & 30), Pier and Beach Community Center by architecture and engineering team
- 2.2 Assessment of existing facilities - assess conditions based upon current code, historic value, user needs and maintenance requirements
- 2.3 Outline of potential improvements (ranked as to required and desired)
- 2.4 Opinion of probable costs for range of improvements
- 2.5 Staff Review Meeting to discuss range of improvements

**3 Preliminary Master Plan Recommendations**

- 3.1 Options for Improvements
- 3.2 Comparison of cost-benefit of retrofit, rehabilitation or replacement
- 3.3 Preliminary Recommendations
- 3.4 Community Meeting #2 – assessment of preliminary recommendations
- 3.5 Staff Review

**4 Conceptual Development Plan Recommendations**

- 4.1 Prepare a Conceptual Master Development Plan
- 4.2 Recommendations for specific improvements
- 4.3 Illustrative Plan
- 4.4 Staff Review
- 4.5 Master Plan Document Production

**5 Phasing Plan**

- 5.1 Phasing and Recommendation Clusters
- 5.2 Costs associated with Implementation Phases
- 5.3 Community Meeting #3

**6 CEQA Documentation (EIR)**

- 6.1 Initial Study
- 6.2 Project Description/Initial Study/NOP
- 6.3 First Screencheck EIR
- 6.4 City Review
- 6.5 Second Screencheck EIR
- 6.6 City Review
- 6.7 Draft EIR
- 6.8 Public Review Begin
- 6.9 Public Review End
- 6.10 Screencheck Final EIR

6.11 City Review

6.12 Final EIR

## 7 Approvals

- 7.1 Coastal Commission Staff Meeting – meet with staff to determine issues and items (Coastal Commission meeting, if required, to be separate scope item)
- 7.2 Redevelopment Design Review Meetings (2), meet with Design Review to discuss preliminary and final recommendations
- 7.3 Redevelopment Advisory Committee Meetings (2), meet with Advisory Committee to discuss preliminary and final recommendations
- 7.4 Parks & Recreation Commission (1) to discuss draft master plan
- 7.5 City Council Workshops (2) to discuss draft recommendations and final plan

### Deliverables:

Facilities Assessment: Summary document with appropriate drawings to illustrate existing conditions and determine order of magnitude construction costs for retrofit, revitalization or reconstruction (one hard copy and one digital copy).

Master Plan: Administrative draft master plan (one hard copy and one digital copy); Preliminary draft master plan (ten hard copies and one digital copy); and Final Master Plan (ten hard copies and one digital copy)

CEQA Environmental Documentation: Initial Study (one hard copy and one digital copy); Notice of Preparation (one hard copy and one digital copy); First Screencheck EIR (one hard copy and one digital copy); Second Screencheck EIR (one hard copy and one digital copy); Draft EIR (one hard copy and one digital copy); Screencheck Final EIR (one hard copy and one digital copy); Final EIR (one hard copy and one digital copy).

Additional copies can be provided at cost per the direction of the City of Oceanside.

## Addendum for Scope of Services

The environmental and design aspects of the entire project are comprised in three phases:

- Task I: Preliminary/Conceptual Master Plan, Development Plan and Approvals
- Task II: Final Engineering and Design
- Task III: Construction Bid Support

The proposal shall address Tasks I, II, and III. However, the City will award the contract for Task I only at this time. Task I shall include completion of the preliminary/conceptual Master Plan, development plan and approvals for the proposed beach area in accordance with the State of California Environmental Quality Act (CEQA), Coastal Commission and City of Oceanside requirements. Task II shall include full working engineering, landscape and architectural design drawings for the entire the first phase of development. Task III shall provide support to the City during the bidding and construction of the first phase of development.

### Task 1 – Master Plan Design Development

- Community meetings three (3): Input gathering & preliminary drawing/cost estimate, etc.
- City Council workshops two (2)
- Develop preliminary drawings
- Prepare a Master Plan identifying the improvements for the entire beach area
- Master plan should have a proposed phasing plan for all of the improvements
- Attend all meetings, as necessary with City staff for design development
- Preparation of all materials necessary for Coastal Commission, City and Environmental Approvals: The Development Plan is required to have specific items prepared necessary for the Coastal Permit, City, and CEQA review process. All environmental documents necessary for the CEQA review and approval/entitlement process will need to be prepared. Biology, Archeology, Traffic and Parking, Noise, Lighting, Phase 1 Environmental (hazardous materials and soil contamination), and Historical Resources studies are required. Consultant shall prepare all CEQA documentation, which shall include an Environmental Impact Report (EIR) to provide full consideration to site's historical resource issues and allow for full public participation in the project review process. The project Coastal Development Permit will be issued by the City Council, and can be appealed by any party to the California Coastal Commission for their consideration as a direct permit.
- Project presentations for approval by the Redevelopment Design Review

Committee, the Redevelopment Advisory Committee, Parks and Recreation Commission and the City Council/Community Development Commission.

- 

- **Task 2 Construction documents:**

- Once entitlements are obtained the consultant shall be responsible for submitting cost estimates for the work necessary for construction drawings. These plans shall included: but not be limited to a: Demolition Plan, Grading and Drainage Plan, Preparation of a Storm Water Mitigation Plan (SWMP), Geotechnical Investigation (soils report), Site Utility and Lighting Plan, Landscape and Irrigation Plan, Building Plans, Preliminary Cost Estimates. Consultant shall attend monthly review meetings with staff. Aerial Topographic Mapping (if City provided topo does not have enough information.)
- Recommend scope of services for sub-consultants.
- Community meeting one (1): present design concept and phasing plan.
- Submit a 50% design document for first phase of development. Design document shall include all necessary plans to gain permits to complete the project (architectural, civil, electrical, mechanical, structural, plumbing, landscape and irrigation etc.)
- Incorporate into the 50% submittal, comments and revisions by City staff.
- Submit 90% design and construction documents. Submittal shall include plans and specifications along with one copy of the engineer's construction cost estimate.
- Incorporate into the 90% submittal, comments and revision by City staff.
- Submit 90% design to the City Building Department for plan check and review.
- Resolve plan check comments.
- Submit final design and 100% construction documents with finalized plans and specifications which have been prepared and ready for advertisement and one copy of the final engineers construction cost estimate.
- Bid evaluation assistance.
- Plans, Specifications, & Estimate shall include plans on mylar sheets with all required architectural and engineering seals certifying their respective designs, along with stamped approvals from the necessary City of Oceanside Departments.
- The consultant shall prepare complete project design development drawings, plans and specifications, calculations, architectural renderings, and construction documents necessary for formal public bidding and construction.

### **Task 3 Construction Bid Support**

- Once the plans and specifications are approved by the City the consultant shall provide technical assistance to City staff which includes the following items:
- Bidding Period – The consultant shall assist the City staff with Bidder's inquiries, prepare contract addenda, and attend the pre-bid conference if one is held. The City will duplicate and distribute copies of plans, specifications, and any addenda to bidders and plan rooms, and will maintain the list of plan holders.
- Construction Period – The consultant shall attend the construction conference, review and approve shop drawings, and respond to contractor. Requests for Information, set survey stakes for construction, and review and approve contract change orders. This may also require design modification by the consultant.
- Post Construction Period – Transfer As-Built revisions to the original drawings of the project plan sheets based on the Resident Engineer's records.

Task #	Task	WRT Prime, Planning & Landscape	RNT Arch & Design	Psomas Engineer & Survey	Blaylock Pier & Structural Engineer	McKay Conant Brook Acoustical Engineer/ AV Consult	Hunter Pacific Cost Estimator	Bender & Dean Mechanical Engineer	EPI Electrical Engineer/ Lighting	BRG Environ. Compliance	Total by Phase 1 Tasks
Phase 1	<b>Master Plan Design Development</b>										
	Facilities Assessment	\$ 14,200	\$ 25,990	\$ 6,000	\$ 9,280	\$ 3,500		\$ 3,500	\$ 10,620		\$ 73,090
	Preliminary Master Plan Recommendations	\$ 34,800	\$ 31,260	\$ 5,000	\$ 6,080	\$ 6,350	\$ 15,165	\$ 2,450	\$ 8,344		\$ 109,449
	Conceptual Development Plan Recommend.	\$ 28,600	\$ 17,060	\$ 7,000	\$ 8,080	\$ 2,650	\$ 6,498	\$ 1,050	\$ 3,576		\$ 74,514
	Phasing Plan	\$ 8,600	\$ 5,020	\$ 3,000					\$ 1,560		\$ 18,180
	CEQA Documentation (EIR)*	\$ 6,000		\$ 10,000						\$ 110,000	\$ 126,000
	Pier Investigation			\$ 20,000	\$ 158,708				incl		\$ 158,708
	Survey (extended)**										\$ 20,000
	Survey (4 restrooms)										\$ -
Phase 1	<b>Meetings</b>										
	3 Community Meetings	\$ 9,600	\$ 2,610	\$ 5,500						\$ 8,000	\$ 25,710
	1 Coastal Commission Meeting	\$ 2,400	\$ 870	\$ 1,000						\$ 2,500	\$ 6,770
	2 Redevelopment Design Review	\$ 3,200	\$ 1,790								\$ 4,990
	2 Redevelopment Advisory Committee	\$ 3,200	\$ 1,790								\$ 4,990
	1 Parks & Recreation Commission	\$ 1,600	\$ 1,120								\$ 2,720
	2 City Council Workshops	\$ 3,200	\$ 1,790	\$ 3,000						\$ 3,000	\$ 10,990
	<b>Labor Total:</b>	\$ 115,400	\$ 89,300	\$ 60,500	\$ 182,148	\$ 12,500	\$ 21,663	\$ 7,000	\$ 24,100	\$ 123,500	\$ 636,111
	<b>Reimbursable expense estimate:</b>										\$ 33,000
	<b>Phase I TOTAL:</b>										\$ 669,111

**Phase 2:** Fee will be estimated for construction documentation/pier investigations following Phase 1.

EIR and Environmental Compliance Fee is an estimate based on initial understanding of issues. Fee will be revised upon project description/initial study.  
 \* Survey assumes that existing city survey will be used as a base, but because of age, new aerials and survey will be performed for the core area  
 Betty's lot to Community Center) and new survey performed for pier and outlying restrooms.



Planning and Design

Philadelphia  
Coral Gables  
Dallas  
Lake Placid  
San Diego  
San Francisco

### Standard Fee Schedule for 2006

<u>By Personnel</u>	<u>Hourly Billing Rates *</u>
Barrett, Richard, Senior Landscape Architect	\$158.00
Brothers, Christopher, Senior Landscape Architect	\$131.00
Burnett, Laura, Senior Landscape Architect	\$160.00
Collins, Christine, Project Administrator	\$67.00
Garcia, Kathleen, Principal	\$225.00
Giannini, Ida, Landscape Designer	\$75.00
Hung, Ming Shiu, Landscape Architect	\$85.00
Jayaram, Veenu, Landscape Designer	\$80.00
Langham, Joshua, Landscape Designer	\$72.00
Loui, Kristi, Landscape Intern	\$65.00
Somerfeldt, Cheryl, Landscape Designer	\$75.00
Stack, Goeffrey, Landscape Designer	\$76.00
Stafford, Ruth, Landscape Designer	\$78.00
Ten Eyck, Minden, Landscape Designer	\$67.00
Terrel, Ticia, Office Administrator	\$56.00

<u>By Title</u>	<u>Hourly Billing Rates *</u>
Principal	\$175.00 - 225.00
Senior Landscape Architect	\$105.00 - 175.00
Landscape Architect	\$80.00 - 105.00
Junior Landscape Designer	\$50.00 - 80.00
Senior Architect	\$105.00 - 175.00
Architect	\$80.00 - 105.00
Architectural Designer	\$50.00 - 80.00
Senior Planner	\$105.00 - 175.00
Planner	\$80.00 - 105.00
Junior Planner	\$50.00 - 80.00
Senior Urban Designer	\$100.00 - 175.00
Urban Designer	\$70.00 - 100.00
Draftsperson	\$50.00 - 65.00
Administrator	\$60.00 - 75.00
Secretary	\$50.00 - 60.00

\*Hourly billing rates include labor, overhead and profit charges.  
Rates are subject to increase January 1, 2007.

#### **Reimbursable Expenses:**

Employee Car @ \$.485/mile, or current government allowance;  
Rental Car, Airline Tickets, and any other transportation charges;  
Subsistence;  
Reproduction (includes all blueprints, photo copies, photography, etc.);  
Miscellaneous (includes postage, overnight mail, telephone, messenger,  
etc.);  
CADD equipment time;  
Consultants.



**STANDARD HOURLY RATES AND TERMS  
ENVIRONMENTAL PLANNING SERVICES**

<b>STAFF</b>	<b>RATE</b>
Principal	\$258
Principal Planner	\$210
Senior Project Manager	\$175
Senior Environmental Planner	\$145
Project Manager	\$140
Environmental Specialist II	\$120
Environmental Specialist I	\$105
Environmental Specialist/Asst. Project Manager	\$95
Associate Environmental Analyst/Planner	\$90
Environmental Analyst/Planner III	\$85
Environmental Analyst/Planner II	\$80
Environmental Analyst/Planner I	\$75
Assistant Environmental Analyst/Planner	\$60
Technical Editor	\$72
CADD Operator	\$85
Documents Manager	\$72

The following standard terms apply unless otherwise agreed:

All subconsultants and other direct project-related expenses are reimbursable at cost plus ten percent.

Invoices will be presented monthly for work completed during the preceding 30 days, and are due and payable upon receipt.

Invoices aged more than 60 days will be increased by 1.5 percent per month carrying charges.

Effective January 1, 2006

Rates will increase by 10% per year effective January 1 of each year

PSOMAS  
Civil Engineers & Land Surveyors  
4455 Murphy Canyon Road, Suite 200  
San Diego, CA 92123-4379  
Tel.: 858.576.9200  
Fax: 858.565.1738  
Email: achang@psomas.com

## MEMORANDUM

To: Kathy Garcia, WRT  
cc: Michaela Edelhauser/Carol Caves, Psomas  
From: Agustin Chang  
Date: July 26, 2006  
Subject: Oceanside Beach Improvements  
WO No. and Task No.: L-2333 (A)

Pursuant to your request, we have identified the staff members and their billing codes, in accordance with the Fee Schedule (A-15-11-2005) that we sent to you earlier:

Principal Engineer	2010	\$220/hour
Peter Pountney		
Michael Stevens		
Curt Edwards		
Sr. Project Manager	2020	\$175/hour
Augie Chang		
Project Manager II	2030	\$160/hour
Jim Bliss		
Sandy Russell		
Project Manager I	2040	\$150/hour
Joe Gerry		
Assist. PM/Sr. PE	2050	\$140/hour
Michael Pollard		
Project Engineer	2060	\$130/hour
Scott Hamlin		
Steve Ott		
Civil Designer III	2070	\$120/hour
Ken Wright		
Sean Diaz		
Civil Designer II	2080	\$110/hour
Ian Moore		
CAD Designer II	3020	\$95/hour
Gin Yen		
Paula Ethridge		

CAD Operator II	3040	\$70/hour
Anastacio Castillo		
CAD Operator I	3050	\$60/hour
Abraham Madrigal		
Project Assistant	6010	\$65/hour
Michaela Edelhauser		
Carol Caves		
Survey Project Mgr.	50100	\$145/hour
Dan McCroskey		
Project Surveyor	50400	\$125/hour
Mary Acosta		
Jack Roth		
2-person Field Crew	50800	\$215/hour
Jack Roth		
George Nash		
(supported by survey crews from outside San Diego, if/as required)		

These rates are in affect through 12/31/2006. Please call me if you have any questions.



Roesling Nakamura Terada Architects  
www.rntarchitects.com  
363 Fifth Ave | Ste 202 | San Diego CA 92101 | P 619.233.1023 | F 619.233.0016

Ralph Roesling  
Kotaro Nakamura  
Mun Ying Kung  
Chikako Terada  
Lisa Gelfand  
Joe Mansfield  
Chuck Forte

July 27<sup>th</sup>, 2006

## Oceanside Beach Facilities, Remodel & Expansion

### BILLING RATES

#### Roesling Nakamura Terada Architects

Ralph Roesling, Principal	\$160.00
Rick Espana, Associate / Project Manager	\$140.00
Garrick Oliver, Project Designer	\$100.00
Draftsperson	\$60.00

#### EPI Electrical Engineers

Matt Long, Principal	\$150.00
Senior Engineer	\$115.00
Staff Engineer	\$100.00
Draftsperson	\$65.00

#### BenderDean Mechanical Engineer

Mark Bender, Principal	\$116.00
Senior Engineer	\$98.00
Drafting	\$62.00

#### Luminescence Lighting Design

Chris Kraft, Lighting Design	\$110.00
Drafting	\$60.00

#### McCay Conent & Brook, Acoustical Engineering

Principal	\$145.00
Project Engineer	\$120.00
Draftsperson	\$65.00



## **HOURLY FEE SCHEDULE**

**January 2006**

- Principal Structural Engineer .....\$170.00
  - Matthew N. Martinez, S. E.
  - Thomas Spencer, S. E.
  - Albert J. Blaylock, S. E.
  
- Staff Structural Engineer.....\$137.00
  - Edwin H. Johnson
  
- Staff Civil Engineer .....\$126.00
  - Bridgett Reid, P. E.
  - Rod Whitsel, P. E.
  - Luben Walcheff, S. E.
  - Andrew Delery, E. I. T.
  
- Engineer/Dive Crew Day Rate (all listed engineering personnel)...\$3,950.00
  
- CAD Operator .....\$116.00
  - Victor Gonzales
  - Darrell Williams
  
- Engineering Technician .....\$42.00
  - Juan Munoz
  
- Secretarial.....\$47.00
  - Julie Fitzpatrick
  
- Van Rental (per day).....\$75.00
  
- Boat Rental (per day).....\$75.00

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Geotechnical Engineering  
Coastal Engineering  
Maritime Engineering

<u>PERSONNEL</u>	<u>POSITION</u>	<u>RATE</u>
WALTER CRAMPTON	PRINCIPAL ENGINEER	\$175.00
GREGORY SPAULDING	PROJECT GEOLOGIST	\$150.00
MATTHEW ECKERT	ASSOCIATE ENGINEER	\$165.00
DAVID NEVIUS	STAFF ENGINEER	\$120.00
GENE SPINETO	SENIOR DESIGNER	\$125.00
ROBYN FREEDMAN	DESIGNER	\$ 95.00
JENNIFER GRIFFIN	TECHNICAL SUPPORT	\$ 70.00