ITEM NO. 6

STAFF REPORT

CITY OF OCEANSIDE

DATE: January 6, 2010

TO: Chairman and Members of the Community Development Commission

FROM: Economic and Community Development Department

SUBJECT: **APPROVAL OF A PROFESSIONAL SERVICES AGREEMENT WITH THE RRM DESIGN GROUP IN THE AMOUNT OF $512,997 FOR CONCEPTUAL DESIGN AND CONSTRUCTION DRAWINGS FOR THE BEACH AREA RESTROOMS**

SYNOPSIS

Staff recommends that the Community Development Commission approve a professional services agreement with RRM Design Group of San Clemente in the amount of $512,997 for a conceptual design and construction drawings for the Beach Area Restrooms project, and authorization for the Executive Director to execute the agreement.

BACKGROUND

In August 2007, at a City Council workshop, Wallace Roberts Todd (WRT), a consultant hired by the City to provide concept designs for public improvements located along the Strand and Pier areas, made several recommendations to the City Council. WRT recommendations were based upon an analysis of existing site conditions as well as input gathered from the public in two community meetings. The City Council indicated that the first priority is the restrooms and the second is improvements within the Pier area.

On March 4, 2009, the Community Development Commission approved the issuance of a Request for Proposals from experienced consultants for the conceptual design and construction drawings for four beach area restrooms located along The Strand from Breakwater Way to Wisconsin Street and the restrooms located on the pier.

ANALYSIS

Staff received twenty-one responses and narrowed the selection for interviews to four consultant teams. Staff conducted extensive interviews with the four consultant teams and ultimately selected RRM Design Group, based upon their performance during the interviews, their past work experience and their references.

The scope of services for the development of the conceptual design and construction drawings includes but will not be limited to the following:

- Consultant team shall meet with various stakeholders, conduct two community workshops and attend meetings with California Coastal Commission staff.

- Provide concept plans, construction and site improvement plans and construction management.

- The final design should be in the general footprint of the existing restrooms, employ sustainable design principles and practices, include the use of natural light and ventilation, increase the number of stalls, be secure, and should be reflective of the Oceanside Waterfront.

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

FISCAL IMPACT

The Waterfront Improvement account (933888400591.5305) has an approximate available balance of $3,400,000. It is estimated that it will take approximately one-year for completion of the concept design plans including the two community workshops. The construction plans will take approximately six-months after the concept plans have been completed. The construction costs for both new and the renovated restrooms have been estimated at $1.4 million.

CITY ATTORNEY'S ANALYSIS

The professional services agreement has been reviewed by the City Attorney and approved as to form.

COMMISSION OR COMMITTEE REPORT

On August 26, 2009, the Redevelopment Advisory Committee (RAC) reviewed the professional services agreement and voted 6-0 to approve the contract.

RECOMMENDATION

Staff recommends that the Community Development Commission approve a professional services agreement with RRM Design Group of San Clemente in the amount of $512,997 for a conceptual design and construction drawings for the Beach Area Restrooms project, and authorization for the Executive Director to execute the agreement.

PREPARED BY:

Kathy Baker
Redevelopment Manger

SUBMITTED BY:

Peter A. Weiss
Executive Director

REVIEWED BY:
Michelle Skaggs Lawrence, Deputy City Manager
Jane McVey, Economic and Community Development Director
Teri Ferro, Financial Services Director

EXHIBITS/ATTACHMENTS

1. Professional Services Agreement
2. RFP

Oceanside Waterfront Restroom Project

CITY OF OCEANSIDE

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT, dated December 16, 2009, for identification purposes, is made and entered into by and between the CITY OF OCEANSIDE, a municipal corporation, hereinafter designated as "CITY", and RRM Design Group, hereinafter designated as "CONSULTANT".

RECITALS

A. CITY desires to obtain professional engineering services from an independent contractor for the above named project.

B. CONSULTANT has submitted a proposal to provide engineering services for the CITY in accordance with the terms set forth in this Agreement.

C. CITY desires to contract with CONSULTANT as an independent contractor and CONSULTANT desires to provide services to CITY as an independent contractor.

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

NOW, THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1.0 **SCOPE OF WORK.** The project is more particularly described as follows: Public outreach, entitlements processing, conceptual design, construction documents, agency approval processing and construction administration of five restroom facilities located along waterfront area as described in Exhibit A.

1.1 **PROFESSIONAL SERVICES PROVIDED BY CONSULTANT.** The professional services to be performed by CONSULTANT shall consist of but not be limited to the following:

1.1.1 Work closely with the City Engineer in performing work in accordance with this Agreement in order to receive clarification as to the result which the CITY expects to be accomplished by CONSULTANT. The City Engineer, under the authority of the City Manager, shall be the CITY'S authorized representative in the interpretation and enforcement of all work performed in connection with this

Agreement. The City Engineer may delegate authority in connection with this Agreement to the City Engineer's designees. For the purposes of directing the CONSULTANT'S performance in accordance with this Agreement, the City Engineer delegates authority to [list names or titles of authorized representatives].

1.1.2 In compliance with Government Code section 7550, the CONSULTANT shall include a separate section in the proposal prepared pursuant to this Agreement, which contains a list of all the subcontractors and dollar amounts of all contracts and subcontracts required for the preparation of work described in this Agreement.

1.1.3 Visit and carefully examine the location of the project as often as necessary to become acquainted with all conditions which are visible or could reasonably be discovered, and which might have an impact upon the construction of the project.

1.1.4 Design, prepare and submit to the City Engineer, plans and specifications for the construction of the project as described in the Scope of Work, and in the time and manner set forth in this Agreement.

1.1.5 Prepare and submit to the City Engineer, concurrently with the design plans, the following:

a. A written estimate of probable construction costs.

b. A written list of submittals, which the construction contractor will be required to provide during the construction phase of the project.

1.1.6 Upon completion of construction, prepare, approve and sign a set of As-Built record drawings.

1.1.7 Provide office and field assistance to the City during the bidding and construction periods upon request by City Engineer to include the services listed below:

a. Provide consultation and advice to the City during construction of the project.

b. Review and comment on detailed construction drawings, shop and erection drawings submitted by the contractor, subcontractors and suppliers for compliance with the construction contract documents.

c. Review and comment on laboratory, shop and mill test reports on materials and equipment.

d. Review and make recommendations on all construction contract change orders and requests for clarification from the contractor.

e. Prepare engineering cost estimates.

f. Prepare design changes and clarifications to the plans and specifications.

g. Prepare needed reports and notices.

h. Provide periodic visits to the site to monitor construction.

i. Attend meetings with the City Engineer or his designees.

1.2 **SERVICES PROVIDED BY CITY.** The CITY shall perform the following services:

1.2.1 Provide access to all public improvement plans and records and furnish one copy of drawings and reports requested.

1.2.2 Obtain all necessary permits from other regulatory agencies and other Departments. CONSULTANT shall participate in the completion of such forms but CITY will submit these and pay for any applicable fees.

1.2.3 Provide sample of title block for the plans and standard form Public Works Construction Contract Documents to be used with the General Provisions (Specifications).

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

1.2.5 Provide all legal advertising mailings and postings required.

1.2.6 Duplicate all final plans and specifications.

1.2.7 Provide all necessary surveying and testing required for design, including geotechnical engineering services if required during construction.

1.2.8 Provide overall project management.

1.2.9 Provide coordination of all inquiries from prospective bidders during the bidding period.

Oceanside Waterfront Restroom Project

2.0 **TIMING REQUIREMENTS**

2.1 Time is of the essence in the performance of work under this Agreement and the following timing requirements shall be strictly adhered to unless otherwise modified in writing as set forth in Section 2.6. Failure by CONSULTANT to strictly adhere to these timing requirements may result in termination of this Agreement by the CITY and the assessment of damages against the CONSULTANT for delays.

2.2 Phase I. CONSULTANT shall prepare and deliver a copy of the 40% preliminary design plans to the City Engineer within 90 calendar days of the execution of this Agreement. No work shall be performed by CONSULTANT beyond the Phase I stage until the City engineer has given written approval of the preliminary design and authorization to perform Phase II.

2.3 Phase II. CONSULTANT shall prepare and deliver a copy of the 90% design plans to the City Engineer within 180 calendar days of the execution of this Agreement. No work shall be performed by CONSULTANT beyond the Phase II stage until the City Engineer has given authorization to perform Phase III.

2.4 Phase III. CONSULTANT shall prepare and deliver the final design plans to the City Engineer within 300 calendar days of the City Engineer's written authorization to perform Phase III.

2.5 Phase IV. CONSULTANT shall prepare and deliver the final As-Built plans for record drawings to the City Engineer within 60 calendar days of the City engineer's written request and receipt of "red-line" as-built drawings from contractor

2.6 CONSULTANT shall submit all requests for extensions of time for performance in writing to the City engineer no later than ten (10) calendar days after the start of the condition which purportedly caused the delay, and not later than the date on which performance is due. The City Engineer shall review all such requests and may grant reasonable time extensions for unforeseeable delays which are beyond CONSULTANT'S control.

2.7 For all time periods not specifically set forth herein, the CONSULTANT shall respond in the most expedient and appropriate manner under the circumstances, by either telephone, fax hand delivery or mail.

3.0 **DESIGN CRITERIA AND STANDARDS.** All work shall be performed in

accordance with applicable CITY, state and federal codes and criteria. In the performance of its professional services, CONSULTANT shall use the degree of care and skill ordinarily exercised by consultants under similar conditions.

All plans shall be ink drawn on standard mylar sheets available from the CITY at no cost to CONSULTANT. Contract specifications shall conform to the CITY'S specification procedures and the format of the CITY'S standard form Contract Documents for Public Works Construction.

4.0 **INDEPENDENT CONTRACTOR.** CONSULTANT'S relationship to the CITY shall be that of an independent contractor. CONSULTANT shall have no authority, express or implied, to act on behalf of the CITY as an agent, or to bind the CITY to any obligation whatsoever, unless specifically authorized in writing by the 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 sole responsible for the performance of any of its employees, agents or subcontractors under this agreement.

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

5.0 **CITY BUSINESS LICENSE.** Prior to the commencement of any work under this agreement, the CONSULTANT shall obtain and present a copy of an Oceanside City Business License to the City Engineer.

6.0 **WORKERS' COMPENSATION.** Pursuant to Labor Code section 1861, the CONSULTANT hereby certifies that the CONSULTANT is aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and the CONSULTANT will comply with such provisions and provide certification of such compliance as a part of these Award Documents. The certification shall be in accordance with Subsections 7.3 through 7.8 of this Agreement.

7.0 **LIABILITY INSURANCE.**

7.1 CONSULTANT shall, throughout the duration of this Agreement, maintain comprehensive general liability and property damage insurance, or commercial general liability insurance, covering all operations of CONSULTANT, its agents

and employees, performed in connection with this Agreement including, but not limited to, premises and automobile.

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

Comprehensive General Liability Insurance (bodily injury and property damage)	
Combined Single Limit Per Occurrence	$ 1,000,000
General Aggregate	$ 2,000,000*
Commercial General Liability Insurance (bodily injury and property damage)	
General limit per occurrence	$ 1,000,000
General limit project specific	$ 2,000,000
Automobile Liability Insurance	$ 1,000,000

*General aggregate per year, or part thereof, with respect to losses or other acts or omissions of CONSULTANT under this Agreement.

7.2.2 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 purchases 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.

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

7.4 All insurance companies affording coverage to the CONSULTANT pursuant to

this Agreement shall be insurance organizations authorized by the Insurance Commissioner of the State of California to transact business of insurance in the state or be rated as A-X or higher by A.M. Best.

7.5 All insurance companies affording coverage shall provide thirty (30) days written notice to the CITY should the policy be cancelled before the expiration date. For the purposes of this notice requirement, any material change in the policy prior to the expiration shall be considered a cancellation.

7.6 CONSULTANT shall provide evidence of compliance with the insurance requirements listed above by providing a Certificate of Insurance and applicable endorsements, in a form satisfactory to the City Attorney, concurrently with the submittal of this Agreement.

7.7 CONSULTANT shall provide a substitute Certificate of Insurance no later than thirty (30) days prior to the policy expiration date. Failure by the CONSULTANT to provide such a substitution and extend the policy expiration date shall be considered a default by CONSULTANT and may subject the CONSULTANT to a suspension or termination of work under the Agreement.

7.8 Maintenance of insurance by the CONSULTANT as specified in this Agreement shall in no way be interpreted as relieving the CONSULTANT of any responsibility whatsoever and the CONSULTANT may carry, at its own expense, such additional insurance as it deems necessary.

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

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

9.0 **CONSULTANT'S INDEMNIFICATION OF CITY.** CONSULTANT shall indemnify and hold harmless the CITY and its officers, agents and employees against all claims for damages to persons or property arising out of CONSULTANT'S work, including the negligent acts, errors or omissions or wrongful acts or conduct of the CONSULTANT, or its employees, agents, subcontractors, or others in connection with the execution of the work covered by this Agreement, except for those claims arising from the willful misconduct, sole

negligence or active negligence of the CITY, its officers, agents, or employees. CONSULTANT'S indemnification shall include any and all costs, expenses, attorneys' fees, expert fees and liability assessed against or incurred by the CITY, its officers, agents, or employees in defending against such claims or lawsuits, whether the same proceed to judgment or not. Further, CONSULTANT at its own expense shall, upon written request by the CITY, defend any such suit or action brought against the CITY, its officers, agents, or employees founded upon, resulting or arising from the conduct, tortious acts or omissions of the CONSULTANT.

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

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

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

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

13.0 **COMPENSATION.**

13.1 For work performed by CONSULTANT in accordance with this Agreement, CITY shall pay CONSULTANT in accordance with the schedule of billing rates set forth in Exhibit "A", attached hereto and incorporated herein by reference. No rate changes shall be made during the term of this Agreement without prior written approval of the City Engineer. CONSULTANT'S compensation for all work performed in accordance with this Agreement shall not exceed the total contract price of $ 512,997.00.

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 as set forth in Section 13.2.2.

13.2 CONSULTANT shall maintain accounting records including the following information:

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

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

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

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

13.4.1 Prior to submittal of the 40% preliminary design plans, partial payments shall not exceed $ 193,075.

13.4.2 Prior to CITY approval of the plans and specifications, partial payments shall not exceed $ 354,397.

13.4.3 Final payment shall be made to CONSULTANT upon CONSULTANT's preparation of As-Built plans for record drawings to the satisfaction of the City Engineer.

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

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

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

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

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

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

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

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

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

19.0 **DISPUTE RESOLUTION.**

a. Any controversy or claim arising out of or relating to this Agreement, or concerning the breach or interpretation thereof, shall be first submitted to mediation, the cost of which shall be borne equally by the parties.

b. No suit shall be brought on this contract unless all statutory claims filing requirements have been met.

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

TO CITY:	**TO CONSULTANT:**
City of Oceanside City Engineer 300 North Coast Highway Oceanside, CA 92054	RRM DESIGN GROUP Kirk Van Cleave 232 Avenida Fabricante, STE 112 San Clemente, CA 92672

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:

a. Actual receipt at the offices of the party to whom the communication is to be sent, as designated above, or

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

Oceanside Waterfront Restroom Project

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

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

[INSERT NAME OF CONSULTANT]

By: KIRK E VAN CLEAVE, PRINCIPAL
Name/Title #C25012

Date: 12/17/09

By: JOHN B. WILBANKS, PRINCIPAL
Name/Title

Date: DECEMBER 17, 2009

95 2923783
Employer ID No.

CITY OF OCEANSIDE

By:_____
City Manager

Date:_____

APPROVED AS TO FORM:

_____
City Attorney

NOTARY ACKNOWLEDGMENTS OF CONSULTANT MUST BE ATTACHED.

I:\City Attorney\Professional Services Agreement Long Form 2008.doc

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of Orange

On December 17, 2009 before me, Steven Odelson, Notary Public,
(Here insert name and title of the officer)

personally appeared Kirk Edward Van Cleave,

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

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

WITNESS my ~~hand~~ and official seal.

Steven Odelson
Signature of Notary Public

(Notary Seal)

STEVEN ODELSON
Commission # 1798754
Notary Public - California
Orange County
My Comm. Expires May 20, 2012

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

Oceanside Waterfront Services
(Title or description of attached document)

Agreement
(Title or description of attached document continued)

Number of Pages 12 Document Date 12/16/09

(Additional information)

CAPACITY CLAIMED BY THE SIGNER

- [x] Individual (~~s~~)
- [ ] Corporate Officer
  (Title)
- [ ] Partner(s)
- [ ] Attorney-in-Fact
- [ ] Trustee(s)
- [ ] Other

INSTRUCTIONS FOR COMPLETING THIS FORM

Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he~~/she/~~they,~~ is /~~are~~) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - Indicate title or type of attached document, number of pages and date.
  - Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California
County of Stanislaus

On Dec. 24, 2009 (Date) before me, Betsy D. Mamone Notary Public (Here Insert Name and Title of the Officer)

personally appeared John B. Wilbanks (Name(s) of Signer(s))

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

BETSY D. MAMONE
Commission # 1848324
Notary Public - California
Stanislaus County
My Comm. Expires May 9, 2013

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

WITNESS my hand and official seal.

Signature Betsy D. Mamone (Signature of Notary Public)

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: Professional Services Agreement

Document Date: 12-16-09 Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

Signer's Name: _____
☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

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EXHBIT "A"

SCOPE OF WORK

Date 12-14-09

TASK 1 PRELIMINARY / CONCEPTUAL PLANS, DEVELOPMENT PLAN, And COASTAL PERMIT

Task 1.A-Project kick- off meeting

Key members of the RRM design team will meet with City staff to gather additional project information, establish lines of communication, refine project schedule and prepare for the first community meeting.

Deliverables:

- Meeting Minutes

Meetings:

- One (1) Meeting with City staff

Task 1.B- Topographic Survey

Although the City has recently updated its aerial topographic information, it is necessary to gather site specific information as a base for several of the required drawings in the process. RRM's Civil Engineer will conduct a topographic survey to determine the existing conditions and the utility locations. The area of topography is to extend approximately 20 feet beyond all existing restroom foot prints. All visible evidence of utilities, both underground and above ground, shall be located on the topographic map. To keep cost down we are proposing that ground based mapping be provided. This will give the highest level of accuracy and detail of existing site and utilities. As required, and as directed by the City and RRM, the consultant Civil Engineer will perform research necessary for the proper execution of those surveys set forth above, including coordination with specific agencies and utility companies.

Deliverables:

- Topographic mapping of the 5 restroom locations at one & a half foot intervals showing all hardscape, building footprints, and visual evidence of underground utilities.

Task 1 .c –Key Stakeholder Interviews

This task will involve a series of half-hour to one-hour meetings (held over a one and a half-days with various stakeholders, including Agency and City staff, select decision makers, local interest groups, residents, developers, property owners, HOA representatives, etc. The purpose of these meetings will be to listen to the issues and observations about the future and existing restroom facilities. The interviews will be used to identify important issues to be solved and to allow the consultant team to understand the desires in terms of physical improvements and quality of life strategies.

Deliverables:

- Prepare for and attend one and a half days of interviews.
- City staff will be responsible for meeting notification, facility, and logistics.

Task 1.D- Prepare Conceptual Design Alternatives

Three to five alternative designs will be created. These designs will be based on the information gathered from City staff, stakeholder's interviews and the community workshop. The alternatives will be depicted in plan view, elevation and perspective drawings to depict the intended extent of improvements. These design alternatives will be distributed to staff for review prior to the second community workshop.

Deliverables:

- One (1) floor plan of each alternative-24x36
- One (1) elevation of each alternative-24x36 One (1) perspective rendering of each alternative- 24x36
- Information will be provided to the City by CD or email and will be available at 8 ½ x 11

Meetings:

- One (1) meeting with staff to review drawings prior to second community meeting.

Task 1.E- Community Meeting / Workshop 2

RRM will conduct the first community workshop with the assistance from the City to gain public input regarding the beach restrooms. The workshop will likely be structured into two portions.

The first portion of the workshop will be to educate the community about the project, the required process, and establish the City's goals regarding the project. The community's input/ goals from the previous waterfront outreach by WRT will be confirmed so that this process can continue the previous effort without recreating it.

The second portion would involve some hands on exercises by the attendees. These exercises will involve a visual preference survey aimed at establishing some architectural styles, elements, and site furniture / fixture preferences.

Deliverables:

- RRM will prepare the workshop agenda, flyer, workshop materials, sign-in sheets, and facilitate the workshop. A brief written summary will be distributed to City staff to memorialize the results of the workshop.
- City staff will be responsible for meeting notification, facility, logistics and refreshments.

Task 1.F- Prepare Concept plans for entitlement process

This task includes the preparation of the site plans, utility plans, landscape plans, and architectural drawings required for the City's entitlement process and Coastal Permit. The project will be broken up into two projects, the two restrooms on the sand will be project "A" and the other three will be project "B". The preferred concepts will be developed to a 30% construction document level allowing for a cost estimate to be conducted. The cost estimate will be prepared by an independent consultant to more accurately gauge the current design with the current bid market. The results of the cost estimate will be shared with staff at this early stage to help confirm the project budget.

Deliverables:

- One (1) Set of Concept Plans for project "A" & "B"

Meetings:

- One (1) meeting with staff to review progress

Task 1.G- Community Meeting / Workshop 2

RRM will conduct the second community workshop. This workshop will involve the confirmation of results from the previous workshop. The design alternatives and site furniture alternatives will be presented to the community. Consensus of the one (1) preferred alternative per restroom type will be established by conducting "tape dot" exercise. This exercise allows the community to see the results in real time. Conclusions will be announced in the meeting as well as next steps in the process.

Deliverables:

- RRM will prepare the workshop agenda, flyer, workshop materials, sign-in sheets, and facilitate the workshop. A brief written summary will be distributed to City staff to memorialize the results of the workshop.
- City staff will be responsible for meeting notification, facility, logistics and refreshments.

Task 1.H-Soils Investigation

It is recommended to have an updated soils report conducted at the sites that will require new or expanded construction. RRM's geotechnical engineer will provide a soils report for the sites that warrant such report. This report allows the soils conditions to be know and the design criteria for an appropriate foundation design to be established.

Deliverables:

- Review published geologic maps, aerial photographs, and other literature pertaining to the site to aid in evaluating geologic hazards that may be present.
- Review previously prepared geotechnical investigation reports to aid in evaluating soil deposits at depth.
- Obtain a County of San Diego Department of Environmental Health well permit (if deemed necessary)
- Contact Underground Service Alert and retain a private utility locator to locate public and private utilities.
- Drill at least 4 small diameter borings to a depth of approximately 20 feet to examine and sample the prevailing soil condition. We expect to use plywood to access the sites on the beach from The Strand.

- Perform laboratory tests on selected soil samples to evaluate *in situ* density, shear strength, grain size, water soluble sulfate, compaction, and expansion characteristics of the prevailing soil conditions.

- Prepare a written report presenting our findings and our conclusions and recommendations regarding the geotechnical aspects of developing the property as presently proposed. Recommended grading specifications, foundation design criteria, liquefaction evaluation, settlement criteria, excavation characteristics, and remedial grading measures would be included in the report.

Task 1.I-Environmental Documentation

RRM, along with our environmental consultant Rincon Consultants, shall complete the required CEQA documentation for the Coastal Permit and City Development Plan application process. Rincon Consultants will conduct focused analysis and surveys needed in support of the environmental documentation required to comply with California Environmental Quality Act (CEQA) requirements. This scope of work assumes that all potential impacts can be successfully avoided or mitigated to less than significant level and that an Initial Study (IS) will be prepared per CEQA requirements. The objective would have to have the IS lead to a Mitigated Negative Declaration (MND).

RRM and Rincon's project managers will attend the kickoff meeting and tour of the restrooms with City staff.
At this meeting, we will receive an overview of the project objectives and characteristics and any available technical studies relative to the project. At the meeting, we will finalize a work plan and schedule for completion of tasks. The following subtasks are anticipated:

ENVIRONMENTAL PROCESSING
Our understanding is that the restrooms would be developed on existing paved and beachfront locations.

Subtask 1.I.a-c: NOT USED

STORM WATER MITIGATION PLAN

Subtask 1.I.d: Storm Water Mitigation Plan (SWMP)

As a part of the approval process, the Civil Engineer will prepare and file with the appropriate agencies the Storm Water Pollution Prevention Plan and the Dust Control Plan. A storm water mitigation plan (SWMP) and dust control plan will be required at

each of the restroom sites. A SWMP will be prepared for each site to meet the Cities standards and insure that the runoff exiting the sites will meet these standards.

DRAFT CEQA DOCUMENTATION (IS-MND)
Subtask 1.I.e: Draft CEQA Documentation (IS-MND)

This scope of work assumes that all potential impacts can be successfully avoided or mitigated to a less than significant level and that an Initial Study (IS) will be prepared per CEQA requirements. The objective would be to have the IS lead to a Mitigated Negative Declaration (MND).
The major subtasks involved in preparing the Preliminary Draft are outlined below.

Introduction. The introduction will describe the purpose and legal authority of the study, and provide a discussion of lead and responsible agencies. It will also include a discussion of the report format, as well as the background of the project.

Summary of Mitigation Measures. The MND will contain a summary of the environmental consequences and recommended mitigation measures. This information will be presented in tabular format to simplify review by decision-makers and the general public. In accordance with City specifications, the summary will be limited to five pages.

Project Description. To expedite the preparation of the MND, Rincon will include the project description and preliminary draft as one package for the City to review. The project description will detail the project as well as provide a listing of other pending projects in the immediate project vicinity. Textual, tabular, and graphic presentation will be included as necessary to facilitate a thorough understanding of proposed operations.

Environmental Impact Analysis. Each environmental issue area on the environmental checklist will be addressed in the MND. When possible, impacts will be quantified. If existing data does not allow definitive quantification, reasonable assumptions will be used to qualitatively forecast potential impacts. As necessary, feasible mitigation measures will be identified and a determination of whether or not recommended measures are adequate to reduce impacts to less than significant levels will be made. Mitigation measures may include a range of design measures and programs as proposed by the City staff and consultant team. All mitigation measures will be presented in wording that can be directly applied to conditions of approval and will be included in the mitigation monitoring program.

Mitigation Monitoring Program. Rincon will prepare a mitigation monitoring program in accordance with City requirements. The Mitigation Monitoring Program will be provided in a format designed for use by planners or code enforcement officers. Essentially, this plan will take the form of a detailed table. The table will compile all of

the mitigation measures developed within the body of the MND, as well as information necessary to monitor compliance with each measure.

The program will include:
• *Suggested wording as a condition of approval;*
• *Identification of persons/agencies responsible for monitoring compliance with each condition;*
• *Timing when monitoring must occur;*
• *Frequency of monitoring; and*
• *Criteria to be used to determine compliance with conditions.*

Negative Declaration. Subsequent to preparation of the detailed Initial Study, a Negative Declaration form will be prepared. This assumes that the environmental analysis proves that either *"there is no substantial evidence before the agency that the project as revised may have a significant effect on the environment"* or that *"revisions in the project plans or proposals made by or agreed by the applicant...would avoid the effects or mitigate the effects to the point where clearly no significant effects would occur" (*Section 15070 (b), *State CEQA Guidelines).*

Technical Approach to Environmental Issues

The IS/MND will analyze each issue in the Checklist. Particular emphasis will be placed on the following issue topics:
• *Historical Resources - Incorporate analysis from records search*

• *Noise – analyze expected noise levels from construction (possible nuisance noise issues)*
• *Air Quality – evaluate construction-related impacts associated with trail building project per Air Pollution Control District*

Deliverable: Twenty-five (25) copies of the Draft Initial Study/Mitigated Negative Declaration (IS/MND) One (1) copy of the Historic Resource Reconnaissance Survey and CD's of all documents

FINAL CEQA DOCUMENTATION
Subtask 1.I.f: Draft CEQA Documentation (IS-MND)

Responses to Comments. Subsequent to receipt of all public comments on the Draft Initial Study and Negative Declaration, Rincon will prepare draft responses for City review, including any added or substantially revised sections of the document that may be necessary. The final version of the response to comments will be incorporated as an appendix to the Final Initial Study.

Final Initial Study/Mitigated Negative Declaration. Subsequent to City approval of the draft responses to comments, Rincon will deliver one camera-ready copy of the Final IS/MND to the City. Rincon will also deliver a .pdf version of the document to the City for its website posting. Upon certification and project approval, it will be the City's responsibility to file a Notice of Determination with the County Clerk's office.

Mitigation Monitoring Plan. The Mitigation Monitoring Plan will provide a tool to enable the City to implement all of the CEQA-required mitigation measures by identifying timing, department responsible, and occurrence schedules. The MMP will be produced in a tabular format to facilitate mitigation tracking.

Deliverable: Five (5) copies of the Mitigated Negative Declaration (IS/MND).One (1) copy of Notice of Intent to Adopt MND and CD's of both

EXCLUSION: THIS SCOPE OF WORK ASSUMES THAT THE CITY OF OCEANSIDE WILL: BE RESPONSIBLE FOR FISH & GAME FILING /FEES; MANAGE ALL PRE_PERMITTING COMMUNICATIONS WITH RESOURCE AGENCIES; MANAGE ALL NOTICE AND DOCUMENT DISTRIBUTION, THOUGH RINCON BE AVAILABLE TO ADVISE THE CITY IN THIS REGARD.

WORKSHOPS, MEETINGS, AND HEARINGS.
Rincon's Project Manager will attend workshops, meetings, and hearings as scheduled by City project managers. We have assumed eight (8) formal meetings, and will attend fewer or more depending on project needs. Attendance will include oral presentations to the hearing body and graphic presentations, if desired.

Task 1.J-Agency and Department Coordination-Conceptual Phase

During the process, under the City's direction, RRM will meet with the various City Departments and Agencies that share jurisdiction and / or have an interest in the project. Under this task RRM will specifically meet with the Coastal Commission regarding this project. Also, monthly meetings with City staff and RRM that are in addition to the meetings outlined with the specific task will be tracked as part of this task for the conceptual phase.

Deliverables:

- Meeting minutes of agency coordination meetings as deemed necessary.

Meetings:

- One (1) Coastal Commission staff meetings
- Monthly City Staff meetings with a maximum of five (5) budgeted for this phase

Task 1.K- City of Oceanside, Coastal Commission and environmental applications /approvals:

RRM and its team of consultants will submit applications to the City of Oceanside, State Lands Commission, Coastal Commission and various agencies for a development plan, coastal permit and CEQA review.

Deliverables:

- Approved applications for entitlement process for the restroom projects
- Approved / final CEQA documents

Meetings:

- Three (3) anticipated public meetings

Task 1.L Community Development Commission / City Council Presentations/Approval Meetings

RRM, with City staff, will prepare a presentation for the approval of the final concept plans as submitted as part of the application process. RRM will create a PowerPoint presentation and associated boards for the presentation of the project to the Community Development Commission. It is also anticipated that RRM will be required to present the project to the Redevelopment Advisory Committee, Economic Development Commission and Harbor and Beaches Committee.

Deliverables:

- Power Point Presentation
- Various exhibits of exhibits already prepared under other tasks

Meetings:

- One (1) meeting with City Staff
- One(1) meeting with Redevelopment Advisory Committee
- One (1) meeting with Harbor and Beaches Committee
- One (1) meeting with Economic Development Commission
- One (1) Community Development Commission Meeting

TASK 2 CONSTRUCTION DOCUMENTS

Task 2.A 60% Construction Documents and Specifications (Design Development)

This task entails the translation of the approved conceptual design into a set of construction documents. The work effort from Task 1 is the basis of design. The primary intent of this phase is to determine the exact size, profile, and character of the building(s) design(s), and to begin the construction document process. RRM and the Consultant Team will use this very intense phase of the work to pull all of the components together and to make the crucial engineering and material coordination decisions.

Client Participation in this phase is important because the decisions made during this phase will have to balance the cost of construction with the usability and maintainability of the buildings. An itemized cost estimate in CSI format will be generated based on the design development drawings.

Deliverables:

- Building and site improvement design development documents, including preliminary door and window schedules, interior finish schedules, roof plans, building sections and building demolition plans.
- Outline product specifications with Table of Contents and Part 2, product listing
- Product cut sheet binder of selected plumbing, mechanical, and electrical components
- Review of draft general requirements (based on City provided front-end documents)
- Itemized construction cost estimate in CSI format
- Design of all engineered systems, including structural design with rough member sizing, rough mechanical layout, rough plumbing layout and fixture schedules, rough electrical design and fixture schedules

Meetings:

- Three (3) meetings with Project Team to review all design development progress, products, and cost estimate

Task 2. B Civil Engineering Site Improvement Plans / Demolition Plans / Specifications

RRM 's Civil engineer will prepare and coordinate the demolition and improvement plans for the buildings' sites, utilities, grading and drainage. These drawings will be coordinated with the building drawings. Progress submittal of these drawing and

associated specifications in CSI format will coincide with the 60% and 90% Construction Document submittals for the buildings. The cost estimate for this portion of the work will be included in the reports performed at the 60% and 90% construction document levels.

Demolition plans will be prepared for each of the five (5) restroom locations. The extent of demolition will range based on the extent warranted during the conceptual design process. Demolition Plans will be prepared for an area approximately 20' outside the footprint of the proposed new restrooms. The plans will direct the contractor to which items are to be removed, capped, salvaged and protected during the construction process.

Utility plans will be prepared for the extension of the existing utilities up to the proposed restrooms. These plans will consist of water, sewer and storm drain. For purposes of this proposal we assume that the existing utilities serving the existing restrooms are adequate for servicing the proposed restrooms.

Grading plans will be prepared to match the proposed new restrooms to the surrounding hardscape areas. The restrooms will be placed at a sufficient height to allow drainage to flow away from the building.

Deliverables:

- Site and Utility Demolition Plans
- Site, Utility and Grading Improvement Plans
- Specifications in CSI format

Meetings:

- Three (3) coordination meetings

Task 2.C *NOT USED*

Task 2.D 90% Construction Documents and Specifications

RRM, and our Consultant Team, will prepare Construction Documents and a construction cost estimate. RRM assumes that the project will be designed using the 2007 CBC (IBC), as amended by the City of Oceanside and other applicable and current local codes. The Construction Documents will include plans, materials and

systems specifications and engineering reports and calculations. RRM anticipates submittals at 90% and 100% completion of Construction Documents. The 90% submittal shall include 90% complete drawings and reports and will be submitted to the City of Oceanside Building Department for Plan Check. A detailed cost estimate will be generated at the 90% stage of Construction Documents.

Drawings will be submitted to the City, and Building Department for review and Building Department permit plan check. Upon receiving comments from all agencies, RRM and the Consultant Team will respond to review and plan check items, and resubmit for building permit issuance. The plans incorporating City and Building Department comments shall be considered the 100% plan set.

Deliverables:

- Complete building and on-site improvement construction drawings
- Complete technical specifications including Division-1 General Requirements
- Complete equipment and material cut sheets
- Engineering calculations and Title 24 energy documentation (Both mechanical and electrical)
- Construction cost estimate at 90% progress in CSI format
- Water Quality Management Documentation

Meetings:

- One (1) Construction Document kick-off meeting with the City staff
- Two (2) meetings to present 90% and 100% Construction Document packages to the City staff
- Additional meetings as required by the City's project manager to update progress of the work (Maximum of one (1) per month)

Task 2.E Value Engineering and State / Federal Funding Assistance

Value Engineering

Cost estimates are performed at 30%, 60% and 90% levels which allows for value engineering to occur as the project progress in earlier stages when changes are more cost effective to make. This task would be in addition to the already included value engineering. RRM along with its consultants shall review the 90% cost estimate, construction documents, specifications and construction sequencing to confirm any cost savings at the request of the City. RRM has an independent construction cost estimator as part of the consultant team. This task would be a final effort to reduce cost as directed by City staff.

State/ Federal Funding Assistance

Additionally RRM staff will assist City staff in seeking know and available funding sources through the course of the project. RRM will provide completed design documents, supplemental information and assistance to the City's staff as they complete the application(s).

Because this task requires more definition and its extent is unknown at this time it is recommended that this task will be completed on a time and materials basis not to exceed the budget amount to be set at a later date or may be deemed unnecessary by the City.

Deliverables:

- To be determined.

Task 2.F Bid Package Preparation

RRM along with its consultants shall prepare the 100% Construction Documents into one bid package that includes all five (5) restroom improvements as one project. A final engineer's construction estimate (based on 90% cost estimate) will be provided to the City for advertisement to potential bidders.

Deliverables:

- One bid package and Engineer's construction estimate will be based on the 90% cost estimate for the City's advertisement to bid.

TASK 3 CONSTRUCTION / BID SUPPORT

Task 3.1 Bidding Support

RRM and its team of consultants shall assist the City staff with Bidder inquires such as request for information, substitution review, contract addenda and attend the pre-bid conference.

Deliverables:

- Responses to Requests for Information
- Addenda preparation

Meetings:

- One (1) Pre-bid meeting

Task 3.2 Construction Support

RRM and its team of consultants shall provide construction administration support during the construction process. Such responsibilities include attendance at pre-

construction meeting, review and approve request for payment and change orders, architect's supplemental instructions, contractor submittals, request for information, observing and advising the City regarding the construction progress and conformance to the contract documents. We will attend regular bi-monthly (every 2 weeks) progress meetings and assist the CM in performing a final walk-thru to determine the date of Substantial Completion and to check conformance of the Work with the requirements of the Contract Documents.

Deliverables:

- Responses to Requests for Information
- Architects supplemental instructions
- Review and approval of Change Orders as requested by City/CM
- Review and approval of Contractor shop drawing submittals
- Punch List

Meetings:

- One (1) Preconstruction meeting
- Up to sixteen (16) on-site project meetings/construction observations (Approximately bi-monthly for 8 months)
- Final Punch List walk-thru
- Up to a maximum of six (3) progress site visits by each sub-consultant as applicable to project milestones in respect to their disciplines

Assumptions regarding work to be performed:

- Existing water, sewage and electrical utilities have enough capacity for expansion of restrooms.
- City will provide utility as built plans from City records for areas outside of 20' perimeter from building footprint.
- Buildings require conventional spread footing foundation, slab on grade or drilled pier foundation.
- The project will bid as one bid package and be constructed without long breaks or phasing of construction amongst the individual building/ site locations.

Exclusions to work being performed:

- The following items are exclusions from the scope of work. Should the City determine that these additional services are needed the RRM team will negotiate an amended contract with the City prior to commencement of work:
- Marine Engineering is excluded. However if it is determined that any specialty foundations and / or additional pier structure bracing is required, our team will work with the City to determine the extent of this work and amend the contract accordingly.
- Site improvements plans, utility, grading/ drainage and demolition plans outside of the 20' perimeter of the building footprint are excluded.
- Preparation of separate bid packages and phased construction support are excluded.
- Low Voltage and communication system design
- Utility upgrade design and documentation.
- Side walk/ stairway and roadway design at Wisconsin Street location.
- Additional Coastal Commission meetings, exhibits, and documentation as a result to any appeal process.
- Additional meetings that are not specifically outlined in this document.
- Additional environmental documents, EIR, traffic, noise and hazardous material studies that are not specifically outlined in this document.
- Landscape design and documentation are excluded and understood to be performed by City Staff.

FEE SCHEDULE-12.16.09

Oceanside Restroom Project

			PRIME CONSULTANT														SUB-CONSULTANTS								
			RRM PIC		RRM Project Architect		RRM Project Manager		RRM Job Captain		RRM Designer/ Production staff		RRM Office Admin		RRM Outreach Specialist			RRM CIVIL / Survey						RRM Design Group	RRM Design Group
																	Environmental-Rincon	Civil / Survey Engineer	Structural Engineer	MPE	Cost Estimator	Halcrow Marine Engineering	Geotechnical Engineer-GeoCon	Planning Architecture	Landscape Architecture
			225	$ per hour	185	$ per hour	125	$ per hour	95	$ per hour	80	$ per hour	65	$ per hour	140	$ per hour	lump sum per task	lump sum per task	lump sum per task	lump sum per task	lump sum per task	lump sum per task	lump sum per task	lump sum per task	lump sum per task
	TASK 1-Conceptual Design-Design Development																								
1.a	Project Kickoff	$ 2,140	4	$900	4	$740	4	$500	0	$0		$0	0	$0	0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
1.b	Topographic Survey	$ 8,160	0	$0	0	$0	0	$0	0	$0	0	$0	0	$0	0	$0	$0	$8,160	$0	$0	$0	$0	$0	$0	$0
1.c	Key Stakeholder Interviews	$ 7,980	8	$1,800	8	$1,480	12	$1,500	0	$0	12	$960	0	$0	16	$2,240	$0	$0	$0	$0	$0	$0	$0	$0	
1.d	Prepare Conceptual Design Alternatives	$ 13,360	0	$0	4	$740	32	$4,000	32	$3,040	60	$4,800	12	$780	0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
1.e	Community meeting / Workshop 1	$ 6,990	8	$1,800	0	$0	6	$750	0	$0	24	$1,920	0	$0	18	$2,520	$0	$0	$0	$0	$0	$0	$0	$0	$0
1.f	Prepare Conceptual Plans (30% Construction Documents) for Entitlement Process	$ 58,440	0	$0	4	$740	80	$10,000	80	$7,600	160	$12,800	0	$0	0	$0	$0	$0	$10,000	$12,100	$5,200	$0	$0	$0	$0
1.g	Community meeting / Workshop 2	$ 7,280	6	$1,350	4	$740	6	$750	0	$0	24	$1,920	0	$0	18	$2,520	$0	$0	$0	$0	$0	$0	$0	$0	$0
1.h	Soils Investigation	$ 14,200	0	$0	0	$0	0	$0	0	$0	0	$0	0	$0	0	$0	$0	$0	$0	$0	$0	$0	$14,200	$0	$0
1.i	Environmental Documentation	$ 37,725	0	$0	0	$0	0	$0	0	$0	0	$0	0	$0	0	$0	$24,725	$13,000	$0	$0	$0	$0	$0	$0	$0
1.j	Agency and Department Coordination-Conceptual Phase	$ 3,270	4	$900	2	$370	16	$2,000	0	$0	0	$0	0	$0	0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
1.k	City of Oceanside, Coastal Commission and environmental applications	$ 5,150	6	$1,350	0	$0	16	$2,000	0	$0	16	$1,280	8	$520	0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
1.l	Coastal Commission Staff Meetings, Commissions and Council Meetings	$ 13,580	32	$7,200	4	$740	40	$5,000	0	$0	8	$640	0	$0	0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
		$ -														$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
	TASK 2- Construction Documents		0	$0	0	$0	0	$0	0	$0	0	$0	0	$0	0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
2.a	Construction Documents and Specifications-60% submittal	$ 63,665	0	$0	8	$1,480	80	$10,000	80	$7,600	160	$12,800	0	$0	0	$0	$0	$0	$11,000	$12,985	$7,800	$0	$0	$0	$0
2.b	Civil Engineering Site Improvement Plans/ Demolition Plans/ Specifications	$ 27,880	0	$0	0	$0	0	$0	0	$0	0	$0	0	$0	0	$0	$0	$27,880	$0	$0	$0	$0	$0	$0	$0
2.c	NOT USED	$ -	0	$0	0	$0	0	$0	0	$0	0	$0	0	$0	0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
2.d	Construction Documents and Specifications-90% submittal	$ 69,770	0	$0	16	$2,960	80	$10,000	80	$7,600	160	$12,800	0	$0	0	$0	$0	$0	$11,000	$20,210	$5,200	$0	$0	$0	$0
2.e	Value engineering and State/ Federal Funding Assistance	TBD	0	$0	0	$0	0	$0	0	$0	0	$0	0	$0	0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
2.f	Bid Package Preparation	$ 5,400	0	$0	8	$1,480	12	$1,500	12	$1,140	16	$1,280	0	$0	0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
	Task 3- Bid / Construction Support		0	$0	0	$0	0	$0	0	$0	0	$0	0	$0	0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
3.1	Bidding Period-Pre bid meeting	$ 12,615	0	$0	4	$740	40	$5,000	16	$1,520	0	$0	0	$0	0	$0	$0	$2,100	$2,000	$1,255	$0	$0	$0	$0	$0
3.2	Construction Administration	$ 70,720	0	$0	16	$2,960	250	$31,250	40	$3,800	40	$3,200	0	$0	0	$0	$0	$5,460	$5,000	$19,050	$0	$0	$0	$0	$0
3.3	Post Construction	$ 8,460	0	$0	4	$740	8	$1,000	8	$760	16	$1,280	0	$0	0	$0	$0	$1,680	$1,000	$2,000	$0	$0	$0	$0	$0
		$ -	0	$0	0	$0	0	$0	0	$0	0	$0	0	$0	0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
		$ -	0	$0	0	$0	0	$0	0	$0	0	$0	0	$0	0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
		$ -	0	$0	0	$0	0	$0	0	$0	0	$0	0	$0	0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
		$ -	0	$0	0	$0	0	$0	0	$0	0	$0	0	$0	0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
		$ -	0	$0	0	$0	0	$0	0	$0	0	$0	0	$0	0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
		$ -	0	$0	0	$0	0	$0	0	$0	0	$0	0	$0	0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
		$ -	0	$0	0	$0	0	$0	0	$0	0	$0	0	$0	0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
	Total Value	$ 436,785																							
	Team Member Totals -->			$15,300		$15,910		$85,250		$33,060		$55,680		$1,300		$7,280	$24,725	$58,280	$40,000	$67,600	$18,200	$0	$14,200	$0	$0

Total Labor Value Oceanside Restroom Project	**$436,785**
Reimbursable Expenses (estimated 3% of labor)	**$13,104**
Consultant mark up 10%	**$16,473**
Project Contingency-10%	**$46,636**
Total Project Value	**$512,997**

rrmdesigngroup

creating environments people enjoy™

RRM Design Group
Beach Restroom CEQA Documentation

Revised December 15. 2009

Subtasks D1 and D2	Cost	Hours	Rincon Consultants				
			Principal $165/hour	Sr. Assoc. $125/hour	Analyst $105/hour	Graphics $75/hour	Admin $55/hour
Task 1: Kickoff Meeting/Trail Corridor Tour	$1,100	8	6				2
Task 2: Environmental Processing							
Task 3: Draft Initial Study/MND	$15,390	138	20	32	60	18	8
Task 4: Final Initial Study/MND	$2,740	28	4		12	8	4
Mitigation Monitoring Plan	$470	6		2			4
Meetings, Workshops, Hearings (8)	$3,300	20	20				
Subtotal Labor:	**$23,000**	**180**	**30**	**34**	**72**	**26**	**18**

Additional Costs	
Printing	
25 copies of IS/MND @ $30/copy	$750
Supplies, Travel, and Miscellaneous Expenses	$750
General & Administrative	$225
Total Additional Costs:	$1,725
TOTAL COST (Labor plus Additional Costs):	**$24,725**

rincon

REQUEST FOR PROPOSALS
City of Oceanside

Architectural Design, Engineering and Construction Management to build new or renovate five existing beach restrooms

Mandatory Pre-proposal meeting on April 6, 2009 at 9:00 in the City Council Chambers

Responses Due by May 7, 2009 at 4:00 p.m.

Kathy Baker
City of Oceanside
300 North Coast Highway
Oceanside, CA 92054
3rd Floor Economic & Community Development Department

City of Oceanside
Economic & Community Development Department
REQUEST FOR PROPOSALS (RFP)

To Provide:	Architectural Design, Engineering and Construction Management to build new or renovate five existing beach restrooms.
Location:	Along the Strand and beach front areas
Deadline:	05/07/09
Contact:	Kathy Baker, Redevelopment Manger 760-435-3547 kbaker@ci.oceanside.ca.us

OVERVIEW:

The Economic and Community Development Department of the City of Oceanside is requesting proposals for comprehensive architectural design and engineering services to develop conceptual ideas and plans; conduct presentations; and provide cost proposals to renovate and develop new beach restrooms at five existing locations. The new and updated facilities would include new stalls, outdoor showers, drinking fountains and site furnishings, as part of the City of Oceanside's Waterfront Improvement Project.

The City is looking for a highly qualified team having skills and experience designing viable, high-end outdoor spaces and restroom facilities that would match in design aesthetics and needs to the surrounding areas and the Waterfront Area Improvement Master Plan. Click on the web-link below to access information on the vision for the Waterfront. http://www.ci.oceanside.ca.us/Datarelation.aspx?Content=269

Oceanside has 3.5 miles of sandy beaches with over one million visitors each year, a municipal fishing pier, a harbor with restaurants and shops, a municipal airport, miles of bike trails along the San Luis Rey River and the Coastal Rail Path and the historic Mission San Luis Rey. The City encompasses 42 square miles and enjoys cultural and ethnic diversity among its 180,000 citizens. Oceanside is the northern most City in San Diego County, is situated along Interstate 5, 35 miles north of San Diego and 83 miles south of Los Angeles. The City is bordered by the Pacific Ocean to the west, Camp Pendleton to the north, reaches inland about 9 miles to the east, and stretches south to the Buena Vista Lagoon.

The consultant Team should include a planner, an architect, and engineer to prepare concept plans to renovate and develop new beach restrooms at five existing locations at the beach. City staff from Economic & Community Development, Planning, Harbor and

Beaches, Engineering and the Building department will have an active role in the development process. Consultant team shall be required to conduct three (3) community workshops, two (2) meetings with California Coastal Commission staff, three (3) public hearings and monthly meetings with staff. The consultant Team must have experience with California Coastal Commission rules and procedures; waterfront or public space restroom facilities experience; experience working under government contracts; and working with the community process. Consultant team shall prepare all necessary plans and documents in order to obtain entitlement approval which shall include, a Development Plan, Coastal Permit and appropriate CEQA approval.

During the restroom design process the Consultant Team would work closely with staff on the development of concept designs that would meet the following criteria:

- Facilities would stay in the general footprint of the current building
- Goal is to increase the number of available stalls
- The restrooms should be designed with an economy of scale in mind so that a similar facility design can be duplicated at several locations
- The facility should employ sustainable design principles and practices
- The facility should be designed to be secure from vandalism
- The facility should be safe for users
- The use of natural light and natural ventilation should be used
- The goal is to decrease or maintain maintenance costs while providing a higher level of service to beach users
- The design should be reflective of the Oceanside Waterfront
- Design must adhere to Coastal Commission rules and regulations

Input from the community, commissions, and committees will be considered as appropriate in the final design. Final conceptual architectural plan(s) would be shown to the Community Development Commission/City Council for approval.

Upon approval of the Development Plan and Coastal Permit the consultant team shall be required to prepare all necessary construction drawings. The architectural design and engineering services need to include all elements necessary to obtain development approvals through the City's permit process. In addition, consultant team shall prepare all necessary cost estimates and shall assist the City in putting together all bid specifications and documents in order to go out to bid. Consultant team shall also assist City in construction management.

BACKGROUND:

Several years ago, City staff began discussing the improvements needed in the waterfront area. While the primary emphasis was the degraded quality of the public restroom facilities due to age and waterfront location, the scope also covered items such as structural integrity of existing buildings and the Oceanside Pier, future capacity and aesthetics. In 2005, a Request for Proposals (RFP) was issued to hire a consultant team to research the issues, conduct public meetings and present a Master Plan for the area.

The firm of Wallace Roberts and Todd (WRT) was hired in September 2006. WRT and its team of specialists conducted a thorough analysis and investigation of the waterfront area and created a draft concept plan for the area.

A City Council Workshop was held in August 2007, where WRT presented waterfront improvement recommendations to City Council. The recommendations were based upon WRT's analysis of existing conditions and the information gathered at two community meetings. The City Council Workshop for the Waterfront Improvement Project evaluated only city owned properties and facilities located west from Pacific Street to Breakwater, south to Wisconsin.

PROJECT DESCRIPTION:

The goal of this project is to implement the first phase of a variety of long-term improvements. Phase 1A will develop new and updated restroom facilities and increase stall count in the existing building footprints. The facilities would have site amenities which complement the existing waterfront areas such as outdoor showers, drinking fountains, trash receptacles, bike racks and benches. Economies of scale should be considered when developing the restrooms where the same or similar design would be used in each location that increases the stall count, has adequate security and are low maintenance.

California Coastal Commission, ADA and CEQA guidelines will need to be adhered to and the consultant will be required to obtain all necessary approvals and permits on behalf of the City that would be part of this process.

The locations for new and renovated restrooms include:

- Breakwater Restroom (expand to 12 stalls) with outdoor shower and drinking fountain
- Sportfisher Restroom (expand to 12 stalls) with outdoor shower and drinking fountain
- Tyson Park Restroom (expand to 12 stalls) with outdoor shower and drinking fountain

- All new restrooms should include stainless steel sinks "penal" type fixtures, low flow toilets and storage/maintenance areas.
- Wisconsin Street Restroom renovation
- Pier Restroom renovation
- Placing site furnishings such as benches, bicycle racks and trash/recycle receptacles would be included as part of the design.

Attachment "A" is a map of the restroom locations.

Attachment "B" outlines the Phase 1 improvement locations and projected cost to construct the facilities. The environmental and design aspects of the entire project are comprised in three tasks:

Task 1:	Preliminary/Conceptual Plans, Development Plan, Coastal Permit Approvals
Task 2:	Construction drawings for improvement and buildings
Task 3:	Construction Management

The proposal shall address Tasks 1, 2, and 3. Task 1 shall include completion of the conceptual plans, Development Plan and Coastal Permit approvals in accordance with the State of California Environmental Quality Act (CEQA) process and City of Oceanside requirements. Task 2 shall produce full working drawings for each restroom including engineering, landscape and architectural design. Task 3 shall provide support to the City during the contractor bidding and construction of the beach restrooms.

COORDINATION & MANAGEMENT:

The Principle shall manage the services of the design team and coordinate with each of the team sub-contractors, the City and other stakeholders, water utilities department and other permitting agencies. Regular meetings of the design team should be held to manage and control the schedule and budget.

FIELD INVESTIGATIONS:

Field investigation will include, but is not limited to site investigations, utility verifications, soils investigations, pavement and sidewalk condition survey, drainage system inspection, landscape condition survey, and evaluation of sites for additional restroom stalls, beach showers, drinking fountains and site furnishings.

SCOPE OF SERVICES:

The design consultant will be required to have a thorough knowledge of professional services and activities involved in viable, high-end, vandal resistant outdoor restroom design and consulting associated with public facilities and a comprehensive understanding of the processes and procedures relating to public construction and development.

Task 1 – Shall include the following items in order to secure a fully entitled project:

- Obtain Aerial Topographic Mapping (if City provided topo does not have enough information.)
- Prepare concept architecture renderings to include three to five alternate designs that would be considered by staff, the Community and CDC/City Council.
- Prepare concept site plans, utility plans, and landscape plans and application for entitlement processing.
- Consultant shall attend and participate in a three (3) community workshops, two (2) meeting with California Coastal Commission staff, three (3) public hearings and monthly meetings with staff.
- City of Oceanside 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.
- Prepare and present the project to the CDC/City Council for entitlement approvals.

Task 2 – Final Engineering and Restroom Design

- Prepare construction documents to receive building permits. Documents shall include all necessary plans and document to gain permits (architectural, civil, electrical, mechanical, structural, plumbing, landscape, irrigation, etc.)
- Plans should include but are not limited to: 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 and Preliminary Cost Estimates. Consultant shall attend monthly review meetings with staff.
- The consultant shall prepare complete project specifications, calculations, conceptual/schematic programming, design development drawings, and construction documents necessary for formal public bidding and construction of beach restrooms.
- Prepare all construction documents with finalized plans and Specifications which have been prepared and ready for advertisement along with the final engineer's construction cost estimate.
- Seek out State and Federal Grant Funds to assist in funding the construction of restroom facilities.
- Construction Manager should assist the City in value engineering the project to help save money in construction.

- Plans, Specifications, & Estimate shall required architectural and engineering seals certifying their respective designs, along with stamped approvals from the necessary City of Oceanside Departments.

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 inquiries, prepare contract addenda, and shall attend the pre-bid conference.
  - Construction Period – The consultant shall attend the pre-construction meeting, review and approve contract draws and change orders. This may also require design modification by the consultant.
  - Post Construction Period – Transfer and provide As-Built revisions to the original drawings of the project plan sheets based on the Resident Engineer's records.

TIMEFRAME:

The estimated time to complete the project, submit construction drawings, and receive building permits is a maximum of twelve (12) months. Construction is estimated at six (6) months.

QUALIFICATIONS:

The Qualified Team must exhibit a wide range of capabilities and should have the following background:

- Creativity and experience solving design problems associated with highly visible and highly utilized beach or park restrooms.
- Experience with ADA requirements and utility requirements for water/sewer systems at beach or park restrooms.
- Experience with design and development of construction drawings for beach or park restrooms.
- Experience with Coastal Commission rules and processes.
- Experience working on projects which require regular interface with committees and the public.
- Experience with team coordination and construction management.

PRE-PROPOSAL CONFERENCE:

There will be a **mandatory pre-proposal conference on 05/06/09, 9:00 a.m.**, in the City Council Chambers located at 300 North Coast Highway, Oceanside CA 92054.

NONDISCRIMINATION REQUIREMENT:

By responding to this RFP the applicant represents that it and any person or entity affiliated by it, does not and will not discriminate against any employee or applicant for employment because of race, religion, sex, color national origin, sexual orientation, ancestry, marital status, physical condition, pregnancy or pregnancy-related conditions, political affiliation or opinion, age or medical condition. Any subsequent contracts or agreements shall contain similar language and requirements pursuant to California law.

PROPOSAL SUBMISSION GUIDELINES:

The proposal must include a cover letter, a description of each firm on the design team, the team's capabilities, a discussion of the firm's experience relative to the projects requirements, examples of recent similar projects with start and completion dates and budget, letter of recommendation or reference from other Cities, ability to meet with the City staff, various committees and the community, and resumes of the professionals in each firm who will be responsible for completing the work and who will be working on the project.

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

1. A cover letter summarizing the proposal.
2. A statement of the approach demonstrating an understanding of the scope of services.
3. Detailed processes, work schedule, milestones, timelines with appropriate work phase completion to include estimated costs to complete:
    a. Each Task listed in the RFP to have separate detailed information and cost estimates to complete each Task.
    b. Include staff, community, and commission or committee meetings.
    c. Processing of all entitlements on behalf of the City.
    d. Preparation of all plans to construct the improvements.
    e. Estimated construction schedule
4. A detailed description of the work to be performed by the firm and sub-consultants and any assumptions made regarding work to be performed by the City of Oceanside.
5. Identification and background of principals who will work on the project and the capabilities and experience.
6. List of major projects in which the firm and/or consultants has participated that describes the experience of each firm and the design team. Include resumes of the professionals in each firm who will be responsible for completing the work and who will be working on the project.
7. A description of each sub-consultant firm or person and the work to be done by each sub-consultant. Include resumes, and organizational chart, and a discussion of special consultants.

8. Examples of recent similar projects with start dates, end dates, and budget.
9. Letters of recommendation and/or three references from other jurisdictions with comparable projects.
10. Commitment to meet with the City staff, various committees, and the community in an open and public process.
11. A copy of all standard hourly billing rates.

Submissions should be limited to 30 pages, including the examples of recent projects. Resumes are not counted in the page limit. One unbound copy and six bound copies of the completed proposal must be submitted **by 05/07/09 4:00 p.m.**

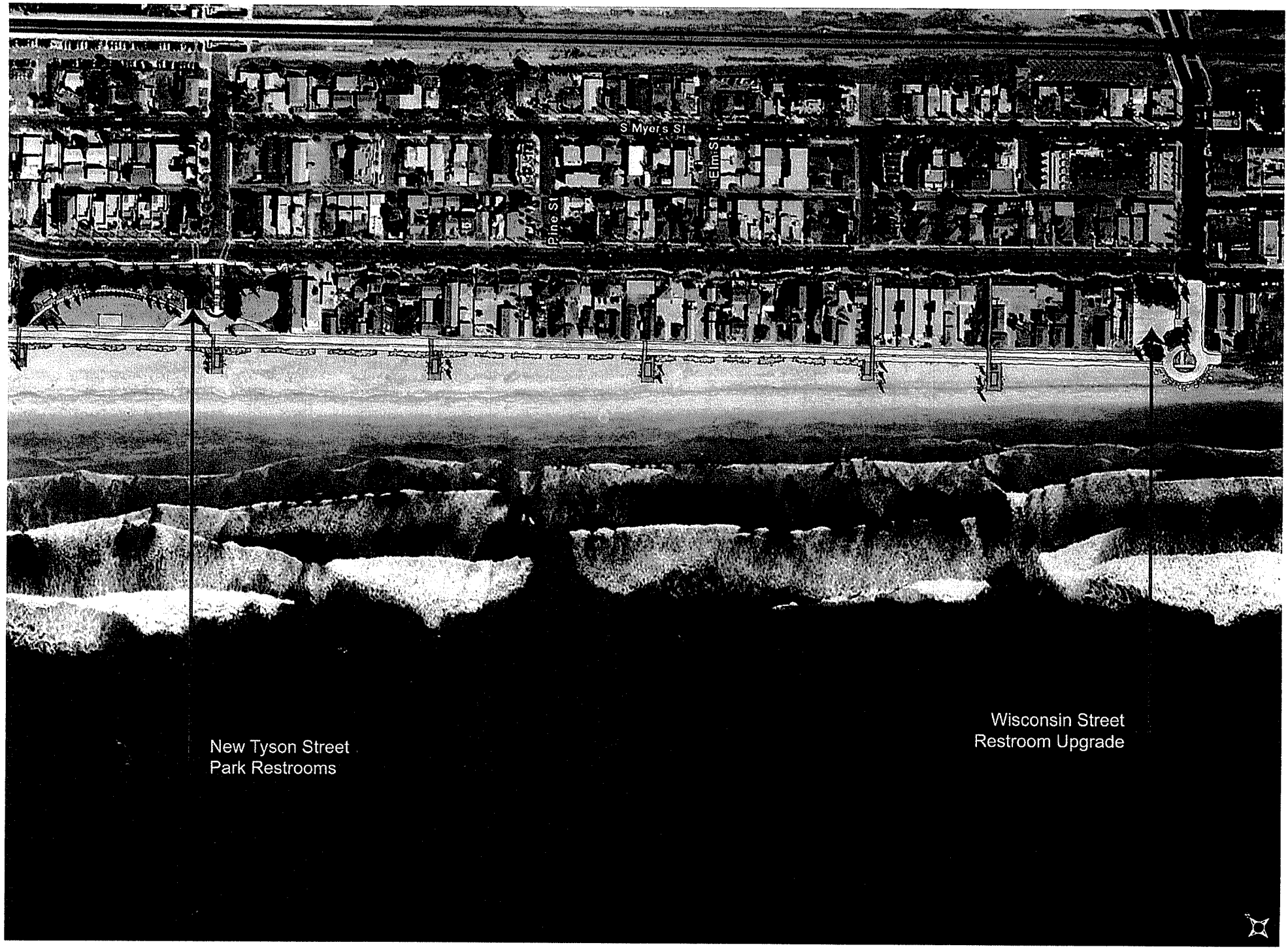
Economic & Community Development
Attention: Kathy Baker, Redevelopment Manager
300 North Coast Highway
Oceanside, CA 92054

A selection panel will interview all qualified teams and the top ranked team will be recommended to the Community Development Commission.

SCHEDULE OF RFP PROCESS:

1. Release RFP	03/05/09
2. Mandatory Pre-proposal meeting 9:00 – 11:00 a.m.	04/06/09
3. Proposals due	05/07/09
4. Notification of finalist(s) week of	TBD
5. Consultant Interviews	TBD
6. Community Development Commission Approval	TBD

** Please be advised that any entity, company and/or individual or combination thereof submitting a proposal does so with the express understanding that the Community Development Commission (CDC)/City of Oceanside reserves the right to select certain entities, companies, and/or individuals, or a combination thereof, which includes, but is not limited to selecting members of different teams, who the CDC/City believes would best serve the overall development. Further, notwithstanding the issuance of this RFP and the receipt of responses thereto, the CDC/City also reserves the right to not choose any of the firms that submit proposals for the Waterfront Improvements, Phase 1, Beach restrooms.*



OCEANSIDE WATERFRONT VISION PLAN

WRT WALLACE ROBERTS & TODD, inc

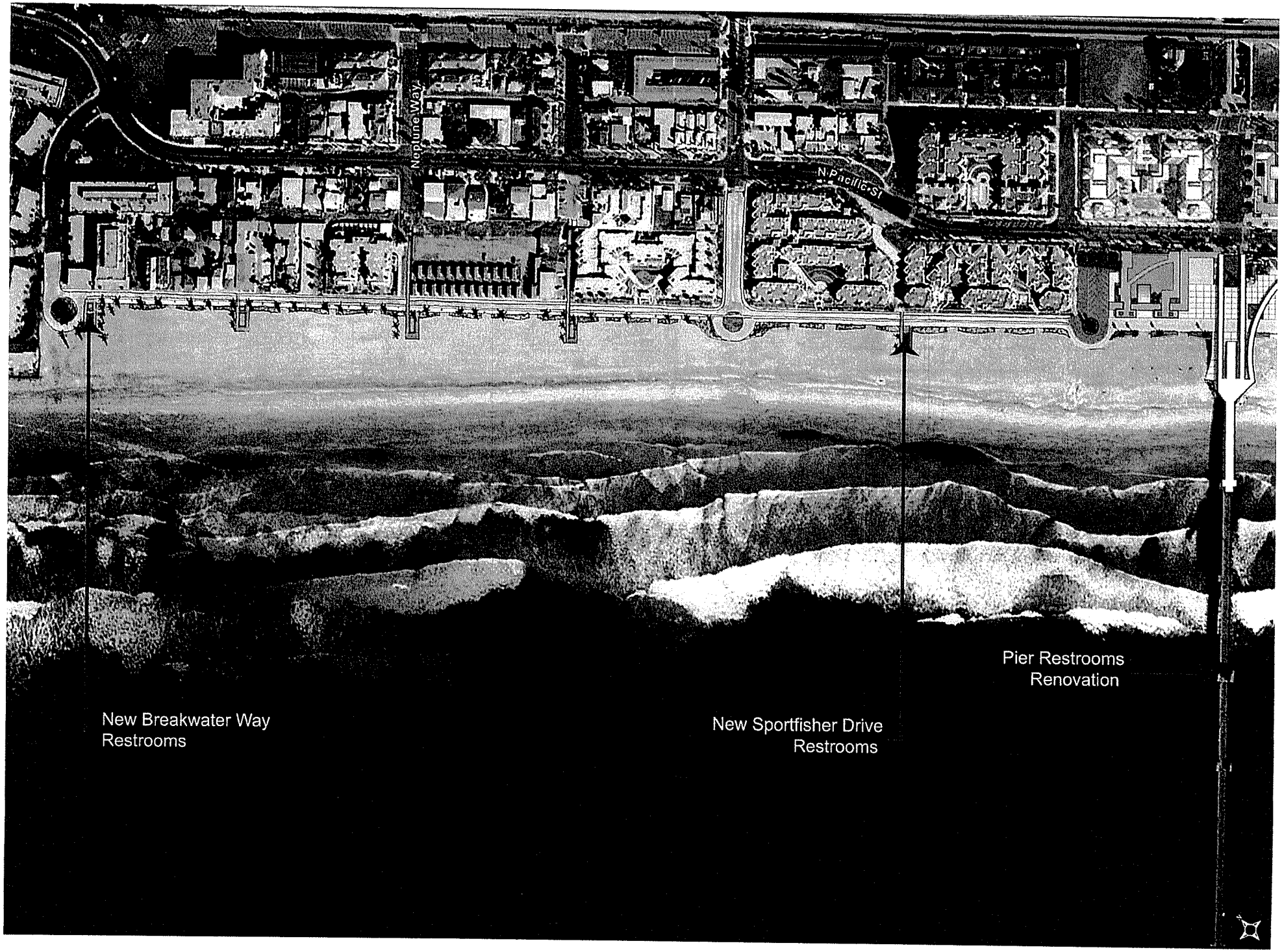
RNT ARCHITECTS

THOMAS BLAYLOCK BRG

0FT 240FT 320FT

Phase 1 Improvements MASTER PLAN
South of Core

MARCH 2009



OCEANSIDE WATERFRONT VISION PLAN

WRT WALLACE ROBERTS & TODD, Inc

RNT ARCHITECTS

PSOMAS

BLAYLOCK BRG

80FT 240FT 320FT

Phase 1 Improvements MASTER PLAN
North of the Core

March 2009

	Oceanside Waterfront Improvements						
	Master Plan Cost Estimate - Phase 1						
	February 18, 2009						
	Opinion of Probable Construction Costs - Order of Magnitude						
			LS = Lump Sum		SF = Square Feet		
			Allow. = Allowance		EA = Each		
	Phase 1 - Core Area & Restrooms						
	Description	**Quantity**	**Unit**	**2009 Cost $**	**2009 Subtotal**	**Code**	**Notes**
	Restrooms						
1.1	Breakwater Restrooms - New Facility	800	SF	475	$380,000	New	new facility with outdoor shower and drinking fountain
1.2	Sportfisher Restrooms - New Facility	800	SF	475	$380,000	New	new facility with outdoor shower and drinking fountain
1.3	Tyson Park Restrooms - New Facility	800	SF	475	$380,000	New	new facility with outdoor shower and drinking fountain
1.4	Wisconsin Street Restrooms - Renovation of Existing Restroom	800	SF	130	$104,000	Renov	renovated existing facility
1.5	New Site Furnishings	50	EA	2,100	$105,000	New	benches, trash/recycle receptacles
1.6	Pier Restrooms - Renovation of Existing Restroom	224	SF	130	$29,120	Renov	renovated existing facility
1.7	Prioritized Pier Corrective Bracing Repair	4,000	SF	250	$1,000,000	Renov	Corrective Bracing Replacement
	Utility Infrastructure Improvements						
1.8	New and Retrofitted Storm Water Drainage System		Allow.		$62,500	New	improvements at new and retrofitted facilities
1.9	New and Retrofitted Water, Sewer, Electrical Facilities		LS		$500,000	New	improvements at new and retrofitted facilities
	Bandshell/Amphitheater Design						
1.10	Facilitated Concept Design for Bandshell/Amphitheater & Core Area Restrooms				$100,000	New	bandshell, green room & restroom schematic design
	Subtotal						$3,040,620
	Contingency @ 20%						$608,124
	Design & Construction Management @ 15% of cost + contingency						$547,312
	Phase 1 Total						**$4,196,056**