



DATE: May 16, 2012

TO: Honorable Mayor and City Councilmembers

FROM: Development Services Department

SUBJECT: **AMENDMENT 2 TO THE PROFESSIONAL SERVICES AGREEMENT WITH O'DAY CONSULTANTS FOR THE MISSION AVENUE WIDENING AT VALLEY HEIGHTS DRIVE PROJECT**

SYNOPSIS

Staff recommends that the City Council approve Amendment 2 in the amount of \$29,013 to the professional services agreement with O'Day Consultants for engineering design and construction support for the Mission Avenue Widening at Valley Heights Drive project, adding to the scope of work additional design work, and geotechnical observation and testing services for the project; and authorization for the City Manager to execute the amendment.

BACKGROUND

On August 18, 2010, City Council approved a PSA with O'Day Consulting (Attachment A), in the amount of \$40,768 for engineering design and construction support.

On April 21, 2011, Amendment 1 (Attachment B) was administratively-executed with O'Day Consultants in the amount of \$9,171 to incorporate traffic-related design work to the original scope of work.

ANALYSIS

Amendment 2 to the PSA (Attachment C) with O'Day Consultants in the amount of \$29,013 provides for additional design work to enhance the landscaping and irrigation in front of a proposed retaining wall. The additional landscaping to the retaining wall should better address adjacent property owners' graffiti concerns. The additional design work will be complete prior to the anticipated construction start date of June 2012.

The amendment will also allow O'Day Consultants to include a geotechnical firm as part of their team, as opposed to the City's typical practice of having separate contracts for different services. The collaboration of the firms will reduce the quantity of contracts managed, provide more efficient project coordination efforts, and improve construction support communication for the project.

FISCAL IMPACT

Amendment 2 to the PSA with O'Day Consultants is \$29,013. The FY 2011-12 budget for the Mission Avenue Widening at Valley Heights Drive project (901561400501) is \$650,000 with \$67,700 currently unencumbered. Therefore, sufficient funds are available.

INSURANCE REQUIREMENTS

The City's standard insurance requirements have been met and will continue to be met.

COMMISSION OR COMMITTEE REPORT

Does not apply.

CITY ATTORNEY'S ANALYSIS

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

RECOMMENDATION

Staff recommends that the City Council approve Amendment 2 in the amount of \$29,013 to the professional services agreement with O'Day Consultants for engineering design and construction support for the Mission Avenue Widening at Valley Heights Drive project, adding to the scope of work additional design work, and geotechnical observation and testing services for the project; and authorization for the City Manager to execute the amendment.

PREPARED BY:



Paul J. Pham
Assistant Engineer

SUBMITTED BY:



Peter A. Weiss
City Manager

REVIEWED BY:

Michelle Skaggs Lawrence, Deputy City Manager
George Buell, Development Services Director
Scott Smith, City Engineer
Teri Ferro, Financial Services Director









Attachments:

- | | |
|--------------|------------------------------------|
| Attachment A | PSA with O'Day Consultants |
| Attachment B | Amendment 1 with O'Day Consultants |
| Attachment C | Amendment 2 with O'Day Consultants |

ATTACHMENT

A

RECEIVED

091269-02

City Original
Document No. 10-DO596-
8/18/10 (12)

MAY 07 2010
BROOKFIELD HOME

P.O. # 1000793

CITY OF OCEANSIDE

PROFESSIONAL SERVICES AGREEMENT

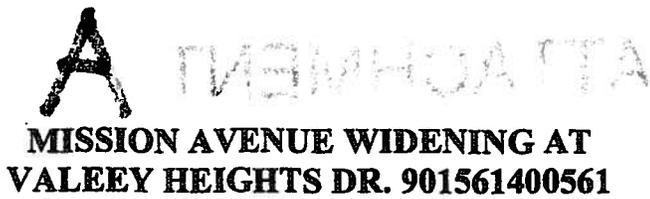
**PROJECT: MISSION AVENUE WIDENING AT VALLEY HEIGHTS DR.
901561400561**

\$410,768.00
DESIGN
&
CONSTRUCTION

THIS AGREEMENT, dated August 18, 2010, for identification purposes, is made and entered into by and between the CITY OF OCEANSIDE, a municipal corporation, hereinafter designated as "CITY", and O'Day Consultants, hereinafter designated as "CONSULTANT."

NOW THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. **SCOPE OF WORK.** The project is more particularly described as follows: Provide full engineering design and construction support for the widening of Mission Ave. at Valley Heights Dr. as detail in Exhibit "A", Scopes I-VIII.
2. **INDEPENDENT CONTRACTOR.** CONSULTANT'S relationship to the CITY shall be that of an independent contractor. CONSULTANT shall have no authority, express or implied, to act on behalf of the CITY as an agent, or to bind the CITY to any obligation whatsoever, unless specifically authorized in writing by the City Engineer. The CONSULTANT shall not be authorized to communicate directly with, nor in any way direct the actions of, any bidder or the construction contractor for this project without the prior written authorization by the City Engineer. CONSULTANT shall be solely responsible for the performance of any of its employees, agents, or subcontractors under this Agreement. CONSULTANT shall report to the CITY any and all employees, agents, and consultants performing work in connection with this project, and all shall be subject to the approval of the CITY.
3. **WORKERS' COMPENSATION.** Pursuant to Labor Code section 1861, the CONSULTANT hereby certifies that the CONSULTANT is aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for 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 this Agreement.
4. **LIABILITY INSURANCE.**
 - 4.1. CONSULTANT shall, throughout the duration of this Agreement maintain comprehensive general liability and property damage insurance, or commercial



**MISSION AVENUE WIDENING AT
 VALEEY HEIGHTS DR. 901561400561**

general liability insurance, covering all operations of CONSULTANT, its agents and employees, performed in connection with this Agreement including but not limited to premises and automobile.

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

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

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

4.3 If coverage is provided through a Commercial General Liability Insurance policy, a minimum of 50% of each of the aggregate limits shall remain available at all times. If over 50% of any aggregate limit has been paid or reserved, the CITY may require additional coverage to be purchased by the CONSULTANT to restore the required limits. The CONSULTANT shall also notify the CITY'S Project Manager promptly of all losses or claims over \$25,000 resulting from work performed under this contract, or any loss or claim against the CONSULTANT resulting from any of the CONSULTANT'S work.

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

4.5 All insurance companies affording coverage to the CONSULTANT pursuant to this agreement shall be insurance organizations admitted by the Insurance Commissioner

**MISSION AVENUE WIDENING AT
VALEEY HEIGHTS DR. 901561400561**

of the State of California to transact business of insurance in the state or be rated as A-X or higher by A.M. Best.

- 4.6 All insurance companies affording coverage shall provide thirty (30) days written notice to the CITY should the policy be cancelled before the expiration date. For the purposes of this notice requirement, any material change in the policy prior to the expiration shall be considered a cancellation.
- 4.7 CONSULTANT shall provide evidence of compliance with the insurance requirements listed above by providing a Certificate of Insurance and applicable endorsements, in a form satisfactory to the City Attorney, concurrently with the submittal of this Agreement.
- 4.8 CONSULTANT shall provide a substitute Certificate of Insurance no later than thirty (30) days prior to the policy expiration date. Failure by the CONSULTANT to provide such a substitution and extend the policy expiration date shall be considered a default by CONSULTANT and may subject the CONSULTANT to a suspension or termination of work under the Agreement.
- 4.9 Maintenance of insurance by the CONSULTANT as specified in this Agreement shall in no way be interpreted as relieving the CONSULTANT of any responsibility whatsoever and the CONSULTANT may carry, at its own expense, such additional insurance as it deems necessary.
- 5. **PROFESSIONAL ERRORS AND OMISSIONS INSURANCE.** Throughout the duration of this Agreement and four (4) years thereafter, the CONSULTANT shall maintain professional errors and omissions insurance for work performed in connection with this Agreement in the minimum amount of One Million Dollars (\$1,000,000.00).

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

- 6. **CONSULTANT'S INDEMNIFICATION OF CITY.** CONSULTANT shall indemnify and hold harmless the CITY and its officers, agents and employees against all claims for damages to persons or property arising out of 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,

**MISSION AVENUE WIDENING AT
VALLEY HEIGHTS DR. 901561400561**

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, tortuous acts or omissions of the CONSULTANT.

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

7. **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.
 8. **COMPENSATION.** CONSULTANT'S compensation for all work performed in accordance with this Agreement, shall not exceed the total contract price of \$40,768.00
- 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 that result in incidental expenses to CITY.
9. **TIMING REQUIREMENTS.** Time is of the essence in the performance of work under this Agreement and the timing requirements shall be strictly adhered to unless otherwise modified in writing. All work shall be completed in every detail to the satisfaction of the Engineer within 120 days.
 10. **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.
 11. **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.

**MISSION AVENUE WIDENING AT
VALEEY HEIGHTS DR. 901561400561**

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.

12. **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.
13. **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 set forth below.

O'Day Consultants
~~NAME OF CONSULTANT~~

CITY OF OCEANSIDE

By: _____
Name/Title

By: Steve Wain
City Manager

Date: 5/5/10

Date: 8-20-10

By: _____
Name/Title

APPROVED AS TO FORM:

Date: _____

Brandon Samuelson, ASST.
City Attorney

95-3651109
Employer ID No.

NOTARY ACKNOWLEDGMENTS OF CONSULTANT MUST BE ATTACHED.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of San Diego }

On May 5, 2010 before me, Lupe Ortega, Notary Public
Date Here Insert Name and Title of the Officer

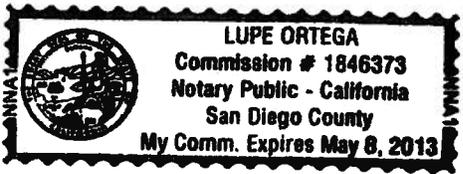
personally appeared PATRICK N. O'Day
Name(s) of Signer(s)

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.

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 Lupe Ortega
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: _____

Document Date: _____ 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: _____

RIGHT THUMBPRINT OF SIGNER

Top of thumb here

Signer Is Representing: _____

Signer's Name: _____

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

RIGHT THUMBPRINT OF SIGNER

Top of thumb here

Signer Is Representing: _____



Promo No. 09-0287
Revised March 4, 2010
November 10, 2009
Page 1 of 4

MISSION AVENUE ENGINEERING DESIGN AND CONSTRUCTION SUPPORT
City of Oceanside
Mission Avenue Widening
Scope of Work

Scope I: Lump Sum fee of \$21,645.00 due and payable upon percentage of work completed.

Construction Documents

O'Day Consultants is proposing to conduct the following scope of services, unless otherwise noted.

- A. Prepare and submit street improvements plans to the City at 60%, 90%, and 100% complete.
- B. Field survey existing street cross-sections at 25 foot intervals for engineering design.
- C. Prepare street cross-sections to show existing street and proposed widening.
- D. Plans will show existing and proposed pavement; new curb and gutter, sidewalk, retaining wall and profiles for new curb and gutter.
- E. Prepare precise grading for the street widening.
- F. **Urban Systems Associates** will prepare striping and signage plans.
- G. Submittal will include erosion control as a separate set of plans.
- H. Prepare and submit the Urban Runoff Threat Assessment Form.
- I. Prepare and submit a Runoff Assessment Report or Storm Water Mitigation Plan as required.
- J. Prepare earthwork calculations.
- K. Prepare Retaining Wall Profile.
- L. Prepare Storm Water Pollution Prevention Plan.

Scope II: Lump Sum fee of \$10,428.00 due and payable upon percentage of work completed.

Pre-Construction and Bid Services PERCENT OF WORK DONE = 5% to 10%

J.T. Kruer & Company is proposing to conduct the following scope of services.

Budget Estimates

5% to 10%

O'Day

Promo No. 09-0287
Revised March 4, 2010
November 10, 2009
Page 2 of 4

- A. Prepare budget estimates for the improvements at the south side of Mission Avenue, west of Valley Heights Rd. This includes grading, walls, curb, gutter, sidewalk, pedestrian ramps, street pavement, miscellaneous relocations, and other appurtenant work as may be illustrated on the Plans to be prepared by our project personnel.

Solicitation, Purchasing & Contract Documents

5% to 10% ?

- A. Prepare specialized Bid Documents for the Bid Events listed below. The Bid Solicitation shall include all work required to complete the scope on a Turn-Key Basis, excluding unforeseen conditions. Bidding procedures and documents shall comply with the City of Oceanside policies and practices (prevailing wage).
- B. Solicit proposals per the City of Oceanside requirements, respond to requests for information, conduct a Pre-Bid Meeting with all interested Parties and present the Bid Results on a Spreadsheet in a Comparative Format.
- C. Prepare and provide a "Scope of Work Addendum" to use with the Standard Contract Documents from the City of Oceanside.

Scope III: Lump Sum fee of \$3,889.00 due and payable upon percentage of work completed.

Construction Surveying 0%

O'Day Consultants is proposing to conduct the following scope of services.

Field survey and office support to set one set of stakes for the construction of the following:

- A. Survey control network
- B. Mission Avenue right-of-way
- C. Clearing and demolition limits
- D. Slope stakes at 50 foot intervals
- E. Retaining walls
- F. Curb and Gutter
- G. Driveway

O'Day

Promo No. 09-0287
Revised March 4, 2010
November 10, 2009
Page 3 of 4

Scope IV: Lump Sum fee of \$968.00 due and payable upon percentage of work completed. O'Day

Additional staking

O'Day Consultants is proposing to conduct 8 hours of the following scope of services.

- A. Field survey and office support for re-staking or additional stakes as required

Scope V: Lump Sum fee of \$978.00 due and payable upon percentage of work completed. O'Day

Construction Consultation Services

O'Day Consultants is proposing to conduct 6 hours of consultation for the following scope of services.

- A. Provide engineering support during the bid process.

Scope VI: Lump Sum fee of \$1,660.00 due and payable upon percentage of work completed. O'Day

As-Builts

O'Day Consultants is proposing to conduct the following scope of services.

- A. Field visit to verify "as-built" conditions.
- B. Prepare redlined "as-builts" for city review.
- C. Modify existing mylars to show "as-builts" conditions.

Scope VII: Lump Sum fee of \$1,200.00 due and payable upon percentage of work completed.

- A. Reimbursable expenses/reproduction costs/data transfers.

Project schedule: O'Day Consultants will meet the City's schedule expectations with the understanding that the two months allocated from the beginning of design to the end of design does not mean approved plans, specifications and estimate.

The field survey portion of this scope is non-prevailing wage.

WDay

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Revised March 4, 2010
November 10, 2009
Page 4 of 4

Does not include:

- Agency fees
- Boundary survey
- Certificate of compliance
- Construction Management
- Corner Record
- Drainage study
- Dry utility design and consultation
- Environmental documentation
- Final survey monumentation
- Geotechnical engineering
- Inspections
- Landscape and irrigation plans
- Lot line adjustment
- Centerline monumentation
- Plats and legal descriptions
- Potholing
- Record of survey
- Right of way engineering
- Sewer analysis & design
- Specifications
- Storm Water Mitigation Plan
- Structural engineering
- Subdivision mapping
- Title documents
- Traffic control plan
- Traffic engineering
- Traffic signal design
- Water analysis & design

ATTACHMENT B

041269-02: C0101

Consultant Original
Document No. 11-D0316-4

CITY OF OCEANSIDE
AMENDMENT TO # 1
PROFESSIONAL SERVICES AGREEMENT

5/9/11 00
ADDITIONAL
DESIGN

PROJECT: MISSION AVENUE AT VALLEY HEIGHTS DRIVE - 901561400561

THIS AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT (hereinafter "Amendment"), dated April 21, 2011 for identification purposes, is made and entered into by and between the CITY OF OCEANSIDE, a municipal corporation, hereinafter designated as "CITY", and O'Day Consultants, hereinafter designated as "CONSULTANT."

RECITALS

WHEREAS, City and Consultant are the parties to that certain Professional Services Agreement dated August 18, 2010, hereinafter referred to as the "Agreement", wherein Consultant agreed to provide certain services to the City as set forth therein;

WHEREAS, the parties desire to amend the Agreement to provide for changes and/or modifications to the scope of work and compensation of the agreement.

AMENDMENT

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

1. Scope of Work see Attachment-A
2. Compensation is hereby amended by adding an amount not to exceed \$9,171.00
3. Except as expressly set forth in this Amendment, the Agreement shall remain in full force and effect and is hereby ratified and reaffirmed.

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

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

[Insert project name and number]

[INSERT NAME OF CONSULTANT]

CITY OF OCEANSIDE

By: [Signature]
Name/Title

By: [Signature]
Peter Weiss, City Manager

Date: 3/24/11

Date: 4-21-11

By: PATRICK N. O'DAY, President
Name/Title

APPROVED AS TO FORM:

Date: _____

95-3651109
Employer ID No.

[Signature], ASST.
City Attorney

NOTARY ACKNOWLEDGMENTS OF CONSULTANT MUST BE ATTACHED.

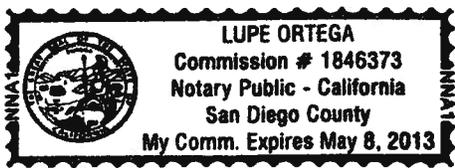
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of San Diego }

On March 24, 2011 before me, Lupe Ortega, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared PATRICK N. O'Day
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.

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 Lupe Ortega
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: City of Oceanside Amendment to Professional Services Agreement

Document Date: 03/24/2011 Number of Pages: 4

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: PATRICK N. O'Day

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



Signer Is Representing: _____

Signer's Name: _____

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



Signer Is Representing: _____

ATTACHMENT - A

Promo No. 11-0045
Revised March 17, 2011
March 4, 2011
Page 1 of 2



DVBE • SDVOSB • SBE Certified

MISSION AVENUE ENGINEERING ADDITIONAL DESIGN
City of Oceanside
Mission Avenue Striping, Signing and Traffic Signal Interconnect.
Scope of Work

Scope I: Lump Sum fee of \$9,171.00 due and payable upon percentage of work completed.

- A. Prepare base sheets for Mission Avenue from Old Grove Road to project site and from project site to Avenida Calafia and a base sheet at the intersection of Mission Avenue and Shopping Center Access 300 feet west of Frazee Road.
- B. Base sheets will show existing centerline, right-of-way, curb and gutter, median, striping and signage (does not include underground utilities).
- C. Prepare one (1) striping and signing plans from project site to Mission Avenue at Old Grove Road (1 sheet).
- D. Prepare one (1) traffic signal interconnect on Mission Avenue between Old Grove Road and Shopping Center Access approximately 4,000 linear feet. (2 sheets) Does not include plan sheets from Avenida Calafia to the Shopping Center Access.
- E. Field check existing surface improvements, striping and signage.
- F. Meetings.
- G. Coordination.
- H. Update cost estimate.
- I. As-Builts.

Assumption: City to provide reference plans, surveys and maps.

2710 Loker Ave West Civil Engineering
Suite 100 Surveying
Carlsbad, California 92010 Planning
(760) 931-7700 Processing
Fax: (760) 931-8680 E-mail: oday@odayconsultants.com

ATTACHMENT - A

Promo No. 11-0045
Revised March 17, 2011
March 4, 2011
Page 2 of 2

Does not include:

- Agency fees
- Boundary survey
- Certificate of compliance
- Corner Record
- Drainage study
- Environmental documentation
- Lot line adjustment
- Centerline monumentation
- Plats and legal descriptions
- Record of survey
- Right of way engineering
- Specifications
- Storm Water Mitigation Plan
- Structural engineering
- Subdivision mapping
- Surveying
- Title documents
- Traffic engineering
- Traffic signal design

2710 Loker Ave West Civil Engineering
Suite 100 Surveying
Carlsbad, California 92010 Planning
(760) 931-7700 Processing
Fax: (760) 931-8680 E-mail: oday@odayconsultants.com

ATTACHMENT C

**CITY OF OCEANSIDE
AMENDMENT NO. 2 TO
PROFESSIONAL SERVICES AGREEMENT**

**PROJECT: MISSION AVENUE WIDENING AT VALLEY HEIGHTS DRIVE -
901561400561**

THIS AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT (hereinafter "Amendment"), dated May 18, 2012 for identification purposes, is made and entered into by and between the CITY OF OCEANSIDE, a municipal corporation, hereinafter designated as "CITY", and O'Day Consultants, hereinafter designated as "CONSULTANT."

RECITALS

WHEREAS, City and Consultant are the parties to that certain Professional Services Agreement dated August 18, 2010 and Amendment 1 thereto, dated April 21, 2011, hereinafter referred to as the "Agreement", wherein Consultant agreed to provide certain services to the City as set forth therein;

WHEREAS, the parties desire to amend the Agreement to provide for changes and/or modifications to the scope of work and compensation.

AMENDMENT

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

1. **Scope of Work**, is hereby amended by adding design work as described in Exhibit 1, attached
2. **Compensation** is hereby amended by adding an amount not to exceed \$29,013, for total compensation under the Agreement not to exceed \$78,952.
3. Except as expressly set forth in this Amendment, the Agreement shall remain in full force and effect and is hereby ratified and reaffirmed.

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

IN WITNESS WHEREOF the parties hereto being duly authorized on behalf of their

Mission Avenue Widening at Valley Heights Drive - 901561400561

respective entities to execute this Amendment, do hereby agree to the covenants contained in the Agreement, including this Amendment, and have caused this Amendment to be executed by setting hereunto their signatures on the dates set forth below.

O'DAY CONSULTANTS, INC.

By: Patrick M. O'Day, Principal *5/4/12*

Date: _____

By: _____
Name/Title

Date: _____

95-3651109
Employer ID No.

CITY OF OCEANSIDE

By: Peter Weiss, City Manager

Date: _____

APPROVED AS TO FORM:

Robert J. Hamilton, ASST.
City Attorney

NOTARY ACKNOWLEDGMENTS OF CONSULTANT MUST BE ATTACHED.

Mission Avenue Widening at Valley Heights Drive - 901561400561

L:\City Attorney\Professional Services Agreement Short Amendment 2008 .doc

ACKNOWLEDGMENT

STATE OF CALIFORNIA)
) ss
COUNTY OF SAN DIEGO)

On May 4, 2012, before me, **STEPHEN M. L'HEUREUX**, Notary Public, personally appeared **PATRICK N. O'DAY**, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person 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.





Notary Public

EXHIBIT I

O'Day

Promo No. 12-0063

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Mission Avenue at Valley Heights Drive-901561400561

Add Planter Box

Scope of Work

- Scope I: Lump sum fee of \$492.00 due and payable upon percentage of work completed.
- A. Research existing storm drain plans at City of Oceanside.
- Scope II: Lump sum fee of \$3,406.00 due and payable upon percentage of work completed.
- A. Revise plans to show a three foot high, three foot deep planter box at the base of the retaining wall. Plans will include structural details and drainage design for planter box and a water meter for irrigation.
- Scope III: Lump sum fee of \$584.00 due and payable upon percentage of work completed.
- A. Prepare a quantity summary for additions and reductions due to changes to the approved plans.
- Scope IV: Lump sum fee of \$1,684.00 due and payable upon percentage of work completed.
(OPTIONAL)
- A. Prepare an operations and maintenance plan for any BMPs required by the SWMP.
- Scope V: Time and Materials not to exceed \$820.00 without prior written approval.
- A. Meetings (maximum of 5 hours of a Project Manager).

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GEOTECHNICAL SERVICES

To date, a construction schedule is not available for review. However, it is our understanding that street work will likely be performed in at least two phases in order to provide for traffic. GSI anticipates that the observation and testing of wall backfill would be required on a full time basis (per plan/code), and all other services would be provided on an as-needed basis as determined by the Engineer of Work and/or the City of Oceanside.

No phasing schedule was provided for GSI review. Therefore, GSI has developed this cost estimate based on assumed durations of the construction phases requiring geotechnical observation and testing. The assumed durations are provided below.

Utility Trench Backfill (GSI D Phase)

- Trench backfill of water service extension - Less than one (1) business day (approximately four [4] hours), between the hours of 7:00 AM and 3:30 PM.
- Trench backfill for new irrigation service - Less than one (1) business day (approximately four [4] hours), between the hours of 7:00 AM and 3:30 PM.
- Trench backfill of the storm drain behind the retaining wall - Approximately one (1) business day (eight [8] hours) between the hours of 7:00 AM and 3:30 PM.

Pavement Construction (GSI E Phase)

- Curb and Gutter subgrade preparation - Less than one (1) business day (approximately four [4] to six [6] hours) between the hours of 7:00 AM and 3:30 PM.
- Curb and Gutter aggregate base preparation - Less than one (1) business day (approximately four [4] to six [6] hours) between the hours of 7:00 AM and 3:30 PM.
- Sidewalk subgrade preparation - Less than one (1) business day (approximately four [4]) between the hours of 7:00 AM and 3:30 PM.
- Street subgrade preparation - One (1) to two (2) business days between the hours of 7:00 AM and 3:30 PM.
- Street Class II aggregate base preparation - One (1) business day between the hours of 7:00 AM and 3:30 PM.
- Asphaltic concrete placement - One (1) business day between the hours of 7:00 AM and 3:30 PM.

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Retaining Walls (GSI F Phase)

- Attendance at a pre-construction meeting. One (1) business day (approximately five [5] hours total), between the hours of 7:00 AM and 3:30 PM.
- Excavation of backcut for wall. Two (2) to four (4) business day (approximately eight [8] hours total), between the hours of 7:00 AM and 3:30 PM.
- Foundation excavation observation for retaining wall. Less than one (1) business day (approximately four [4] hours), between the hours of 7:00 AM and 3:30 PM.
- Observation and testing of wall backfill, including drain observation. Two (2) business days (full-time) between the hours of 7:00 AM and 3:30 PM.
- Special/deputy inspection during wall construction, grout placement, concrete, etc.
- Sample preparation and testing of concrete cylinders and grout cubes.

Scope VI: **Utility Trench Backfill within the City of Oceanside Right-of-Way (GSI Phase D)**

According to Reference 3, geotechnical observation and testing will be necessary during backfilling of utility trenches. It is not in GSI's scope of work to be inspecting or co-inspecting any pipe placement on the pipe zone.

During the backfill of utility trenches, GSI would provide compaction testing for the planned storm drain line trench, and the water line extension trench. Retesting of failing test locations to be extra on a time-and-materials basis, as per the attached fee schedule.

Estimated Fees

The cost of these services depends mainly on the duration of the job and the number of trips to the site that are required, the number of retests due to initially inadequate or compaction, and the time span required to complete the entire project. No overtime has been included in this proposal. Our estimate is based on "as-needed" part-time observation and testing and the assumed duration of backfill for each utility trench. Observation, testing, and engineering supervision involved in failing tests and/or show-up time, where no work was ready for the called-in work, would be itemized on the monthly invoice as an extra cost item, so that the appropriate subcontractor can be backcharged.

The following table presents a breakdown on the estimated costs for the above scope of services:

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ITEM	RATE	HR(h) or UNIT(u)	COST	EXTENSION
BACKFILL OBSERVATION AND TESTING				
Field Technician (Storm Drain trench backfill)	\$63.25	8.0 (h)	\$506.00	
Field Technician (waterline/irrigation service trench backfill)	\$63.25	8.0 (h)	\$506.00	
Nuclear Densometer (Gratis)	\$9.20	0.0	\$0.00	
Vehicle w/ Equipment per day	\$11.50	3.0 (u)	\$34.50	
			TOTAL	\$1,046.50

As shown above, the estimated costs for geotechnical service during utility trench backfill within the City of Oceanside right-of-way would be \$1,046.50. This estimate is solely for the services described above and does not include fees associated with retesting failing test areas, additional analyses, and report preparation due to changed conditions, and/or additional services, overtime, or full-time observation and testing requested by the City of Oceanside. In addition, this estimate does not include the fees associated with additional site visits or onsite time should the duration of utility trench backfill exceed the assumed time frame. If necessary, these services would be billed on a time and materials basis in accordance with the attached fee schedule.

Scope VII: **Geotechnical Observation and Testing During Subgrade Aggregate Base, and Asphaltic Concrete Preparation (GSI Phase E)**

General

According to Reference 3 geotechnical observation and testing is required during subgrade and aggregate base preparation, and during the placement of asphaltic concrete.

Scope of Services

GSI would perform the following services during the construction of the AC pavement structural section:

1. Attendance at a pre-construction, and other meetings.

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2. Observe and test curb and gutter subgrade/base materials.
3. Observe and test sidewalk subgrade materials.
4. Observe and test street subgrade/base materials
5. Observe and test asphaltic concrete materials.
6. Laboratory testing incidental to compaction of aggregate base materials.

Estimated Fees

The cost of these services depends mainly on the duration of the job and the number of trips to the site that are required, the number of retests due to initially inadequate or compaction, and the time span required to complete this phase of the project. No overtime has been included in this proposal. Our estimate is based on "as-needed" part-time observation and testing and the assumed duration of pavement structural section construction. Observation, testing, and engineering supervision involved in failing tests and/or show-up time, where no work was ready for the called-in work, would be itemized on the monthly invoice as an extra cost item, so that the appropriate subcontractor can be backcharged.

The following table presents a breakdown on the estimated costs for the above scope of services:

ITEM	RATE	HR (h) or Unit (u)	COST	EXTENSION
PRE-CONSTRUCTION MEETING (one meeting)				
Field Technician	\$63.25	2.5 (h)	\$158.13	
Field Engineer/Geologist	\$105.80	2.5 (h)	\$264.50	
Vehicle w/ Equipment per Day	\$11.50	2.0 (u)	\$23.00	
OTHER MEETINGS (two meetings)				
Field Engineer/Geologist (2 mtgs @ 3 hr/mtg)	\$105.80	6.0 (h)	\$634.80	
Vehicle w/ Equipment per Day	\$11.50	2.0 (u)	\$23.00	
				\$1,103.43

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ITEM	RATE	HR (h) or Unit (u)	COST	EXTENSION
SUBGRADE, AGGREGATE BASE, AND ASPHALTIC CONCRETE OBSERVATION/TESTING (MINIMUM TWO PHASES)				
Field Technician (curb and gutter subgrade)	\$63.25	10.0 (h)	\$632.50	
Field Technician (curb and gutter base)	\$63.25	10.0 (h)	\$632.50	
Field Technician (street subgrade)	\$63.25	16.0 (h)	\$1,012.00	
Field Technician (street base)	\$63.25	16.0 (h)	\$1,012.00	
Field Technician (sidewalk subgrade)	\$63.25	6.0 (h)	\$379.50	
Field Technician (Asphaltic Concrete)	\$63.25	16.0 (h)	\$1,012.00	
Nuclear Densometer (Gratis)	\$9.20	0.0	\$0.00	
Vehicle w/ Equipment per Day	\$11.50	11.0 (u)	\$126.50	
				\$4,807.00
LABORATORY TESTING				
Maximum Density	\$149.50	2 (u)	\$299.00	
				\$299.00
			TOTAL	\$6,209.43

As shown above, the estimated costs for geotechnical services during the construction of the AC pavement structural section would be \$6,209.43. This estimate is solely for the services described above and does not include fees associated with retesting failing test areas, additional analyses, and report preparation due to changed conditions, and/or additional services, overtime, or full-time observation and testing requested by the City of Oceanside. In addition, this estimate does not include the fees associated with additional site visits or onsite time should the duration of the pavement structural section exceed the assumed time frame. Lastly, this estimate does not include quality assurance/quality control testing of aggregate base and asphaltic concrete materials used in the project. It is assumed that the aggregate base and asphaltic concrete would be provided by a pre-approved supplier and that the marshall density of asphaltic concrete materials would be provided to GSI by the supplier's testing laboratory. If additional services are necessary, they would be billed on a time and materials basis in accordance with the attached fee schedule.

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Scope VIII: **Retaining Wall Observations and Testing (Phase F)**

Below, we have provided our estimate for services during retaining wall construction.

Scope of Services

GSI would provide the following services during the construction of the retaining wall for the site:

1. Attendance at a pre-construction, and other meetings.
2. Observation and mapping of backcut during excavation.
3. Footing observations for the proposed retaining wall.
4. Observation of wall backdrain construction.
5. Observation and testing of compacted backfill behind the wall.
6. Observation and testing would be summarized in field testing reports.

Estimated Fees

The costs of these services depend mainly on the number of trips to the site that are required and the time span required to complete the entire project. No overtime has been included in this estimate. Our cost projection has been based upon being called onto the site when a sufficient area is ready for tests and the area has been adequately compacted.

Wall Foundation Observation, Drain Observation, and Backfill:

The following presents a breakdown of the above scope of services:

ITEM	RATE	HR (h) or UNIT (u)	COST	EXTENSION
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ITEM	RATE	HR (h) or UNIT (u)	COST	EXTENSION
PRE-CONSTRUCTION MEETING				
Field Technician (1 site visit)	\$66.70	2.5 (h)	\$166.75	
Field Engineer/Geologist (1 site visit)	\$105.80	2.5 (h)	\$264.50	
Vehicle w/equipment per Day	\$11.50	2.0 (u)	\$23.00	
OTHER MEETINGS				
Field Engineer/Geologist (2 site visits @ 3 hr/visit)	\$105.80	6.0 (h)	\$634.80	
Vehicle w/equipment per Day	\$11.50	2.0 (u)	\$23.00	
				\$1,112.05
EXCAVATION BACKCUT/FOOTING OBSERVATIONS				
Field Technician (1 site visit @ 4 hr/visit)	\$66.70	4.0 (h)	\$266.80	
Field Engineer/Geologist (3 site visits @ 2½ hr/visit)	\$105.80	7.5 (h)	\$793.50	
Vehicle w/equipment per Day	\$11.50	4.0 (u)	\$46.00	
				\$1,106.30
WALL OBSERVATIONS AND TESTING (Drains and Backfill)				
Field Technician (3 days x 8 hr/day)	\$66.70	24.0 (h)	\$1,600.80	
Nuclear Densometer (Gratis)	\$73.60	0.0	\$0.00	
Vehicle w/equipment per Day	\$11.50	3.0 (u)	\$34.50	
				\$1,635.30
			TOTAL	\$3,853.65

As shown above, the estimated costs for retaining wall observations and testing would be \$3,853.65.

Concrete, Grout, Special/Deputy Inspection, and supplemental Laboratory (Paving) (Optional Observations/Testing):

The following presents a breakdown of the above scope of services:

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ITEM	RATE	HR (h) or UNIT (u)	COST	EXTENSION
SPECIAL/DEPUTY WALL INSPECTIONS (2 Weeks, Part Time)				
Deputy Inspector (10 days x 4 hrs/day)	\$66.70	40.0 (h)	\$2,668.00	
Field Engineer/Geologist (1 site visit)	\$105.80	8.0 (h)	\$846.40	
Vehicle w/equipment per Day	\$11.50	11.0 (u)	\$126.50	
				\$3,640.90

CONCRETE AND GROUT TESTING				
Concrete Cylinders	\$28.75	8.0 (u)	\$230.00	
Grout Prisms	\$34.50	10.0 (u)	\$345.00	
Motar Cylinders	\$23.00	8.0 (u)	\$184.00	
				\$759.00
OTHER LABORATORY (Paving)				
Sieve Analysis	\$80.50	2 (u)	\$161.00	
				161.00
			TOTAL	4,560.90

As shown above, the estimated costs for special/deputy inspections and concrete/grout testing would be \$4,560.90.

COST SUMMARY
for GEOTECHNICAL SERVICES (SCOPES VI, VII, VIII)

The following table presents a cost summary of the estimated costs for each of the above scopes of service:

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Phase D	Utility Trench Backfill Within the City of Oceanside Right-of-Way	\$1,046.50
Phase E	Geotechnical Observation During Subgrade, Aggregate Base, and Asphaltic Concrete Preparation	\$6,209.43
Phase F	Observation and Testing During Retaining Wall Construction	\$3,853.65
(Optional)	Optional Special/Deputy Inspections, Testing	\$4,560.90
ESTIMATED GRAND TOTAL WITHOUT OPTIONAL SPECIAL INSPECTION & TESTING		\$11,109.58
EST. GRAND TOTAL WITH OPT. SPECIAL INSPECTION & TESTING		\$15,670.48

As shown above, the overall costs for the geotechnical services as described herein would be \$15,670.48, or \$11,109.58 less optional services. We would invoice monthly on a time-and-materials basis. Charges for additional costs incurred due to subcontractors' failing tests, unpreparedness, or where work was not ready as indicated by the called-in request would be charged in addition to the proposed amounts. These charges would be itemized individually on the monthly invoice in order that the appropriate subcontractor may be backcharged. It is our understanding that an as-built report, summarizing the geotechnical observation and testing services provided, is not required. As such, all site observations and testing will be summarized on our daily field testing reports only.

Our proposed amounts for each service have been based upon assumed duration of each construction phase. In the event that the parameters assumed are incorrectly evaluated, the client should notify GSI to make the necessary revisions, otherwise, all additional work beyond the scope and parameters of this proposal will be considered an extra cost item to be charged at a time-and-materials rate as shown on our attached fee schedule.

Scope IX: Time and Materials not to exceed \$500.00 without prior written authorization.

A. Reimbursable expenses.

Note: Upon approval replacement mylars and AutoCAD files will be provided to the City.

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- Scope X: Lump sum fee of \$500.00 due and payable upon percentage of work completed.
- A Acquire preliminary title reports for the Beltran Property and the Lutheran Church Property adjacent to Mission Avenue west of Valley Heights Road.
 - B Prepare legal descriptions and plats for landscape easements behind the proposed retaining wall over the Beltran Property and the Lutheran Church Property.

Does Not Include:

- Irrigation
- Landscape

COST SUMMARY

Scope	Description	Fee
I	Research	\$ 492.00
II	Plan Revisions to Include Planter Box	\$ 3,406.00
III	Quantity Summary for Additions and Reductions due to Changes to the Approved Plans	\$ 584.00
IV	Operations and Maintenance Plan for any BMP's required by the SWMP (Optional)	\$ 1,684.00
V	Meetings	\$ 820.00
VI	Utility Trench Backfill Within the City of Oceanside Right-of-Way	\$ 1,046.50
VII	Geotechnical Observation During Subgrade, Aggregate Base, and Asphaltic Concrete Preparation	\$ 6,209.43
VIII	Observation and Testing During Retaining Wall Construction	\$ 3,853.65
Optional	Optional Special/Deputy Inspections, Testing	\$ 4,560.90
IX	Landscape Easements	\$ 5,856.00
X	Reimbursable Expenses	\$ 500.00
	Total	\$29,012.48

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GEOSOILS, INC.

FEE SCHEDULE

PROFESSIONAL FEES:

Field Technicians*	\$ 66.70/hr	Staff Engineers/Geologists	\$112.70/hr
Senior Field Technicians*	\$ 80.50/hr	Project Engineers/Geologists	\$131.10/hr
Supervisory Technicians*	\$ 86.25/hr	Principal Engineers/Geologists	\$166.75/hr
Laboratory Technicians	\$ 80.50/hr	Office Services/Technical Typing	\$63.25/hr
Technical Illustrators	\$ 69.00/hr	Expert Witness/Deposition (4 hr min)	\$402.50/hr
Field Engineers/Geologists	\$ 105.80/hr	* \$20.70/hr surcharge for "Prevailing Wage" projects thru 6-30-12	

LABORATORY CHARGES:

Moisture Content	\$10.35/ea	Liquid Limit, Plastic Limit, and Plasticity Index	\$121.90/ea
Moisture and Density (Ring Samples)	\$20.70/ea	Sand Equivalent	\$73.60/ea
Maximum Dry Density (Optimum Moisture Content)	\$155.25/ea	Expansion Index	\$136.85/ea
Moisture and Density (Chunk Samples)	\$80.50/ea	Direct Shear (Undisturbed)	\$162.15/ea
Specific Gravity - Fine Aggregate	\$80.50/ea	Direct Shear (Remolded)	\$162.15/ea
Specific Gravity - Coarse Aggregate	\$80.50/ea	Consolidation Test	\$162.15/ea
Sieve Analysis	\$80.50/ea	R-value	\$270.25/ea
Hydrometer Analysis	\$80.50/ea	Corrosivity Test (Resistivity, pH, Cl-, Sol. SO ₄)	\$131.10/ea
Sieve and Hydrometer Analysis	\$162.15/ea	Concrete Compressive Strength	\$28.75/ea
Percent Passing No. 200 Sieve	\$40.25/ea	CALTRANS 216	\$162.15/ea

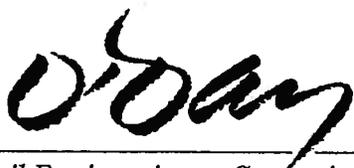
Minimum charges are 0.2 hrs for e-mail responses and telephonic consultation, and 2 hrs for requested field work. Special tests will be charged on an hourly basis. Materials testing fees and additional laboratory testing fees will be provided on request. Laboratory samples will be maintained for 30 days. A monthly storage fee of \$2.88 per bag/\$1.15 per ring will be assessed if longer storage is required. Requested weekend testing and RUSH tests may be provided upon clients request and additional charges will be determined on a project-by-project basis.

OTHER FEES AND EXPENSES:

Facsimile	\$1.00/page	Seismic Timer	\$48.30/hr
Blueprinting Reproduction	Cost plus 15%	Pneumatic Instrumentation	Cost Plus 15%
Report Reproduction	\$0.40/page	Settlemonitor	Cost Plus 15%
Vehicle w/Equipment/driver	\$0.58/mile	Nuclear Densometer	\$9.78/hr
Inclinometer	Cost Plus 15%	Outside Service	Cost Plus 15%

Billing will be at the above rates for actual time spent. Overtime for hourly personnel will be billed at the above rates times 1.33.

EXHIBIT B



Certified: SDVOSB • DVBE • SBE • SLBE

SCHEDULE OF HOURLY BILLING RATES

June 1, 2011

OFFICE ENGINEERING

Project Manager	\$164.00
Project Engineer	146.00
Design Engineer	129.00
AutoCad Technician	112.00
Drafter/Engineering Aide	85.00
Word Processing	60.00

FIELD ENGINEERING

3 Man Survey Crew	\$280.00
2 Man Survey Crew	195.00
GPS or Robotic Surveying	186.00
1 Man Survey Crew/Survey Chief	123.00

CONSULTATION

Principal	\$240.00
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All out-of-pocket expenses, such as filing fees, printing, and reproduction costs, will be extra and invoiced at our direct cost plus 15%. Prevailing wage projects will be charged a higher rate for field engineering. Four (4) hour minimum charge for survey crew time. Any site visits less than 4 hours will be charged as extra work to fixed fee scopes of work.

Rates are subject to periodic increase.