

ITEM NO. 6

STAFF REPORT

SUCCESSOR AGENCY CITY OF OCEANSIDE

DATE: August 27, 2013
TO: The Oversight Board of the City of Oceanside Successor Agency
FROM: John Helmer, Downtown Area Manager
SUBJECT: **MISSION AVENUE IMPROVEMENTS PROJECT PHASE I**

SYNOPSIS

Staff recommends that the Oversight Board approve a resolution authorizing the award of a contract in the amount of \$2,576,030.40 to West Coast General Corporation of Poway, for the Mission Avenue Improvements Project Phase1 (Downtown); approve a professional services agreement with Kimley-Horn and Associates (KHA) of San Diego, in the amount of \$178,322 for construction support, construction survey and geotechnical services for the project; approve a professional services agreement with ARCADIS-US, Inc., of San Diego, in the amount of \$192,762 for construction management, construction inspection, and public outreach for the project; and authorize the City Manager to execute the agreements upon receipt of all supporting documents.

BACKGROUND

On July 5, 2012, the Community Development Commission adopted a resolution authorizing staff to file an application for Active Transportation Grant (ATG) funds through the San Diego Association of Governments (SANDAG) for the construction of Phase 1 of the subject project in the amount of \$1.5 million. On January 25, 2013, the City was formally notified that the \$1.5 million would be awarded. The grant application stated that the City's match would be through Redevelopment Bond funds.

On April 3, 2013, the Community Development Commission approved plans and specifications, and authorized the City Engineer to call for bids. During the bid period a pre-qualification process was conducted to qualify contractors. Seven contractors were determined qualified to bid on the project. On June 27, 2013, the bids were publicly opened. Two bids were received and are summarized in Attachment A.

The lowest responsible bidder is West Coast General Corporation of Poway, with a base bid of \$2,557,616. The successful bidder's credentials have been researched and found to meet City requirements. The contract documents are on file in the Capital Improvements Section of the Development Services Department. Since part

of the funding of this contract would be Redevelopment Bond funds, the Oversight Board must approve that expenditure.

ANALYSIS

The Mission Avenue Project Phase 1 includes a number of street beautification improvements, pedestrian and bicycle facility enhancements, and vehicular improvements to the corridor between Horne Street and Coast Highway. More specifically, the project will reduce the street width to two lanes for westbound traffic from Clementine Street to Coast Highway. As a result and benefit of reducing the street width, sidewalk and landscape planter areas will grow by 5 to 25 feet in width along this portion of Mission Avenue. The widened sidewalks will accommodate new street furniture, decorative street lighting, intersection bulb outs and decorative concrete treatments to the crosswalks. The landscape palette will include native and drought-tolerant plant and tree species that double as bio-filters for storm water runoff. Enhanced bicycle facilities include an on-street bicycle route using "green lanes" with "sharrows" and will connect the project to the transit station area and the San Luis Rey River Trail access at Neptune Way. Additional bike racks will be placed along the sidewalks as well. Vehicular improvements include additional parking spaces, reverse-angle parking and traffic signal modifications. The respective section of Seagaze Drive will be re-stripped and signed to accommodate the eastbound traffic. No major construction activities will take place on Seagaze Drive.

In addition to the Base Bid amount, staff recommends inclusion of Additive Alternate Item 3 in the amount of \$18,414. Additive Alternate Item 3 is for North County Transit District (NCTD) fiber-optic cable work (along Mission Avenue from Nevada to Coast Highway) pursuant to the MOU between NCTD and the City of Oceanside. Additive Alternate Item 3 and the Base Bid, in the amount of \$2,557,616, will result in a total contract price of \$2,576,030. NCTD will reimburse the City for Additive Alternate Item 3.

Operations and maintenance of the improvements associated with the Mission Avenue Project Phase 1 will require funds to be budgeted in Fiscal Year 2014-15.

Construction is anticipated to start late September or early October and last for eight months ending in May 2014. In attempt to contain construction activities and reduce impacts to the public and businesses, implementation of the project will be phased. Construction activities will be limited to two blocks on one side of the street per phase. Pedestrian access to all businesses will be maintained at all times during construction. As part of the construction management agreement, a public outreach component will also help to assist business owners and the public throughout the construction period.

The public outreach component and program will include project related information signage, project pamphlets, door hangers, mailed notices and direct contact with business and property owners.

FISCAL IMPACT

The construction contract of \$2,576,030 with West Coast General Corporation, plus contingency, construction support, construction surveying, testing services, inspection, construction easements and administrative allocation will result in a total project cost of \$3,396,114. Included within the construction contract with West Coast General, conduit for NCTD will be installed in amount of \$18,414. NCTD will reimburse the City after the work has been completed.

Two funding sources are proposed for the construction of the project. As stated above, the City received \$1.5 million in ATG funds (836118300272) from SANDAG. The grant is for construction related costs for Phase 1, Horne Street to Coast Highway. The reimbursable-type grant requires a City match and will require California prevailing wages to be applied.

The City's match of \$1,877,700 will be from redevelopment tax allocation bonds (912118300972) and the expenditure of these funds is subject to approval by the Oversight Board of the Oceanside Successor Agency and the state Department of Finance (DOF). This expenditure is included in the Recognized Obligation Payment Schedule for January 1 to June 30, 2014, to be considered by the Oversight Board on August 27, 2013. Staff anticipates the DOF to make a determination on whether or not funds can be spent in November or December 2013.

Mission Avenue Phase 1 (Horne to Coast Highway)

West Coast General Corp.		\$2,576,030.40
Construction Contingency		\$ 255,000.00
Kimley-Horn and Associates		\$ 178,322.00
ARCADIS-US, Inc.		\$ 192,762.00
Construction Easements		\$ 50,000.00
	Sub Total	\$3,252,114.40
Administrative Allocation		\$ 144,000.00
	Total	\$3,396,114.40

Funding required for Phase 1:

ATG Funds (SANDAG)	836118300272	\$1,500,000.00
Redevelopment Bond Funds	912118300972	\$1,877,700.40
NCTD Reimbursement	912132700501	\$ 18,414.00
	Total	\$3,396,114.40

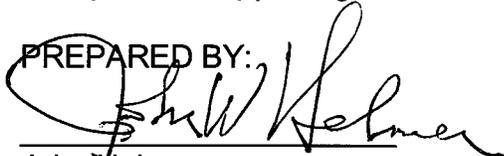
CITY ATTORNEY'S ANALYSIS

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

RECOMMENDATION

Staff recommends that the Oversight Board approve a resolution authorizing the award of a contract in the amount of \$2,576,030.40 to West Coast General Corporation of Poway, for the Mission Avenue Improvements Project Phase1 (Downtown); approve a professional services agreement with Kimley-Horn and Associates (KHA) of San Diego, in the amount of \$178,322 for construction support, construction survey and geotechnical services for the project; approve a professional services agreement with ARCADIS-US, Inc., of San Diego, in the amount of \$192,762 for construction management, construction inspection, and public outreach for the project; and authorize the City Manager to execute the agreements upon receipt of all supporting documents.

PREPARED BY:



John Helmer
Downtown Area Manager



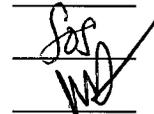
Peter A. Weiss
City Manager

REVIEWED BY:

Michelle Skaggs Lawrence, Deputy City Manager

Scott O. Smith, City Engineer

Michael Blazenski, Interim Financial Services Director



Attachments:

- Attachment A – Bid Summary
- Attachment B – Kimley-Horn and Associates, PSA Amendment
- Attachment C – ARCADIS-US, Inc., PSA
- Attachment D – Resolution Authorizing Awards

Attachment A

Base Bid Results

1)	West Coast General Corp.	Poway	\$2,557,616.40
2)	Dick Miller, Inc.	San Marcos	\$2,697,173.00

ATTACHMENT B

SUCCESSOR AGENCY TO THE OCEANSIDE REDEVELOPMENT AGENCY
PROFESSIONAL SERVICES AGREEMENT

PROJECT: MISSION AVENUE IMPROVEMENTS DOWNTOWN PHASE I
CIP11-00025

THIS AGREEMENT, dated August 21, 2013 for identification purposes, is made and entered into by and between the SUCCESSOR AGENCY TO THE OCEANSIDE REDEVELOPMENT AGENCY, hereinafter designated as "SUCCESSOR AGENCY", and KIMLEY-HORN AND ASSOCIATES, INC., hereinafter designated as "CONSULTANT."

NOW THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. **SCOPE OF WORK.** The project is more particularly described as follows: Provide construction support, construction survey, monument establishment and perpetuation and geotechnical observation and testing services for the Mission Avenue Improvements Phase I, as detailed in Exhibit "A", Scope of Services.
2. **INDEPENDENT CONTRACTOR.** CONSULTANT'S relationship to the SUCCESSOR AGENCY shall be that of an independent contractor. CONSULTANT shall have no authority, express or implied, to act on behalf of the SUCCESSOR AGENCY as an agent, or to bind the SUCCESSOR AGENCY 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 SUCCESSOR AGENCY any and all employees, agents, and consultants performing work in connection with this project, and all shall be subject to the approval of the SUCCESSOR AGENCY.
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.

MISSION AVENUE IMPROVEMENTS DOWNTOWN PHASE I - CIP11-00025

4. LIABILITY INSURANCE.

4.1. CONSULTANT shall, throughout the duration of this Agreement maintain comprehensive general liability and property damage insurance, or commercial general liability insurance, covering all operations of CONSULTANT, its agents and employees, performed in connection with this Agreement including but not limited to premises and automobile.

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

Comprehensive General Liability Insurance
(bodily injury and property damage)

Combined Single Limit Per Occurrence	\$ 1,000,000
General Aggregate	\$ 2,000,000*

Commercial General Liability Insurance
(bodily injury and property damage)

General limit per occurrence	\$ 1,000,000
General limit project specific aggregate	\$ 2,000,000

<u>Automobile Liability Insurance</u>	\$ 1,000,000
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*General aggregate per year, or part thereof, with respect to losses or other acts or omissions of CONSULTANT under this Agreement.

4.3 If coverage is provided through a Commercial General Liability Insurance policy, a minimum of 50% of each of the aggregate limits shall remain available at all times. If over 50% of any aggregate limit has been paid or reserved, the SUCCESSOR AGENCY may require additional coverage to be purchased by the CONSULTANT to restore the required limits. The CONSULTANT shall also notify the SUCCESSOR AGENCY'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 Successor Agency of Oceanside as "additional insured" under the designated insurance policy for all work performed under this agreement.

MISSION AVENUE IMPROVEMENTS DOWNTOWN PHASE I - CIP11-00025

Insurance coverage provided to the Successor Agency as additional insured shall be primary insurance and other insurance maintained by the Successor Agency of Oceanside, its officers, agents, and employees shall be excess only and not contributing with insurance provided pursuant to this Section.

- 4.5 All insurance companies affording coverage to the CONSULTANT pursuant to this agreement shall be insurance organizations admitted by the Insurance Commissioner of the State of California to transact business of insurance in the state or be rated as A-X or higher by A.M. Best.
- 4.6 CONSULTANT shall provide thirty (30) days written notice to the SUCCESSOR AGENCY should any policy required by this Agreement 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, at minimum, a Certificate of Insurance and applicable endorsements, in a form satisfactory to the Successor Agency 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 (3) 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.

MISSION AVENUE IMPROVEMENTS DOWNTOWN PHASE I - CIP11-00025

6. **CONSULTANT'S INDEMNIFICATION OF SUCCESSOR AGENCY.** To the greatest extent allowed by law (including, without limitation, California Civil Code section 2782.8), CONSULTANT shall indemnify and hold harmless the SUCCESSOR AGENCY 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 SUCCESSOR AGENCY, 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 SUCCESSOR AGENCY, 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 SUCCESSOR AGENCY, defend any such suit or action brought against the SUCCESSOR AGENCY, its officers, agents, or employees founded upon, resulting or arising from the conduct, tortious acts or omissions of the CONSULTANT.

CONSULTANT'S indemnification of SUCCESSOR AGENCY 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 SUCCESSOR AGENCY. The SUCCESSOR AGENCY 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 CONSULTANT'S participation in this project.

MISSION AVENUE IMPROVEMENTS DOWNTOWN PHASE I - CIP11-00025

8. **COMPENSATION.** CONSULTANT'S compensation for all work performed in accordance with this Agreement, shall not exceed the total contract price of \$178,322.00.

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 results in incidental expenses to SUCCESSOR AGENCY.

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 as determined by the project specifications and construction contract.

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 SUCCESSOR AGENCY.

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. **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 SUCCESSOR AGENCY, then the

MISSION AVENUE IMPROVEMENTS DOWNTOWN PHASE I - CIP11-00025

SUCCESSOR AGENCY shall pay CONSULTANT for any work completed up to and including the date of termination or abandonment of this Agreement. The SUCCESSOR AGENCY shall be required to compensate CONSULTANT only for work performed in accordance with the Agreement up to and including the date of termination.

14. **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 SUCCESSOR AGENCY.

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.

Kimley-Horn and Associates, Inc.

SUCCESSOR AGENCY TO THE
OCEANSIDE REDEVELOPMENT
AGENCY

By: *D. J. Madry, Sr. Vice President*
Name/Title

By: _____
City Manager

Date: 7/22/13

Date: _____

By: *Matthew Blaylock / Asst. Secretary*
Name/Title

APPROVED AS TO FORM:

Date: 7/22/13

Paul Hamilton, ASST.
City Attorney

Employer ID No.

NOTARY ACKNOWLEDGMENTS OF CONSULTANT MUST BE ATTACHED.

ACKNOWLEDGMENT

State of California
County of San Diego)

On July 22, 2013 before me, Jessica Johnson, Notary Public
(insert name and title of the officer)

personally appeared Dennis Landaal and Matthew Capuzzi
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 Jessica Johnson (Seal)

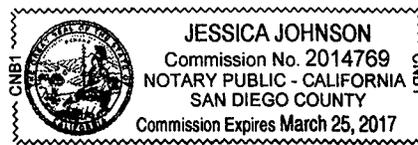


EXHIBIT "A"



Kimley-Horn
and Associates, Inc.

July 15, 2013

Mr. Nathan Mertz,
City of Oceanside
300 North Coast Highway
Oceanside, CA 92054

■
401 B Street
Suite 600
San Diego, California
92101

Re: Scope and Fee for Mission Avenue – Phase 1 Construction Services

Dear Mr. Mertz:

Kimley-Horn and Associates, Inc. ("KHA") is pleased to submit this amendment to our agreement with the City of Oceanside ("Client" or "City") to provide construction period engineering services for Phase I of the Mission Avenue Project ("Project").

Project Understanding

The City is currently moving forward with construction of the Phase I portion of the Mission Avenue project. KHA completed construction documents for this phase of the project and the City recently requested that KHA assist them with construction period engineering services for the Phase I construction.

KHA will contract with the following subconsultants:

- Ninyo & Moore – Geotechnical Services
- Aguirre and Associates – Construction Surveying
- The Lightfoot Planning Group

The scope of work below outlines the out scope of tasks that will be completed by KHA during Phase I Construction.

Scope of Services

Task 1 – Geotechnical Construction Services

Ninyo & Moore will provide geotechnical construction services during Phase I construction operations as follows:

- Project coordination with the City of Oceanside and attendance at project meetings as requested.
- Review of the project plans, specifications, soils reports, and other project documents provided by the City of Oceanside. Project documents will be maintained in files for use by field personnel.
- Perform periodic field observations and in-place density testing during construction and subgrade preparation for pavement, curb, gutter, and sidewalks.
- Perform geologic/engineering field services to evaluate the suitability of street light pole foundation excavations.



- Perform periodic field observations and in-place density testing during utility trench backfill.
- Perform periodic field observations and in-place density testing during compaction of aggregate base.
- Perform periodic field observation and in-place density testing during placement of the asphalt concrete.
- Laboratory testing of fill, backfill, subgrade, and pavement materials. The tests performed are anticipated to include Proctor density, maximum density (Hveem density), stability, extraction, percent asphalt, and gradation.
- Obtain samples of the materials at the planned subgrade elevations for R-value testing and evaluation of the planned pavement structural section.
- Perform special inspection of reinforcement and concrete placement of reinforced concrete for light pole foundations.
- Perform sampling and testing by our ACI certified inspector during concrete placements for curb, gutter, and sidewalks. Our inspector will sample the fresh concrete for properties including temperature and slump, as well as casting concrete cylinders for compressive strength testing.
- Laboratory testing of concrete compressive strength.
- Submit daily field reports and prepare final geotechnical, special inspection, and materials testing reports at the completion of the project summarizing our observations and test results, as appropriate.

Task 2 – Construction Staking

Using the final construction documents, Aguirre and Associates will:

- Set control outside of the construction zone by tying to up to fifteen (15) existing monuments.
- Prepare three construction Corner Records.
- Stake the following:
 - Demo limits (assume 45 stakes)
 - Proposed curb every 25' and at driveways and sidewalk underdrains.
 - Storm drain every 25' (roughly 480 LF), four cleanouts, and one trench drain.
 - Tree grates (1 stake each – 80 stakes total)
 - Infiltration systems (80 stakes total)
 - Water line every 50'
 - Roadway construction center line every 50'
 - Cross gutters
 - ADA Ramps (2 stakes each)
 - Stake concrete sidewalk (10 stakes per block)
 - Stake miscellaneous features within the project vicinity
- Set up to fifteen (15) monuments and straddles for well monuments



- Prepare three post construction Corner Records.
- Set straddles for up to four (4) new well monuments
- Punch and stamp all well monuments (replaced and new)
- Kimley-Horn will prepare and file with the County Surveyor a Record of Survey (ROS) to show the establishment of the centerline of Mission Avenue between North Coast Highway and North Horne Street, including the requisite CCS83 grid bearing ties. The ROS is required to perpetuate the new centerline well monumentation to be set.

This task assumes:

1. The scope includes one set of stakes per item. Re-staking will be considered extra work.
2. All field staking requires 48-hour notice.
3. This scope does not include well monument construction.

Task 3 – Construction Period Meetings

3.1 Pre-Construction Meeting - KHA will attend one pre-construction meeting as requested by the City.

3.2 Weekly Progress Meetings - KHA will attend weekly construction progress meetings at the construction site. This task assumes one meeting will be held per week for an eight month construction period. It is assumed that one staff member will be attendance and four hours per meeting are budgeted for meeting preparation, travel, meeting attendance and post meeting documentation (if needed).

3.3 Landscape Site Visits – The Lightfoot Planning Group will perform site visits to observe construction at the following stages of construction:

- Hardscape layout and irrigation sleeving
- Irrigation coverage test and pressure test
- Tree review and placement
- Final planting review
- Final site furnishings review

3.4 Construction Stakeholder Coordination (Optional) – KHA has budgeted two hours per week (anticipated to occur on the same day as weekly progress meetings) for an eight month construction period to coordinate with stakeholders that are impacted by project construction.



Task 4 – Respond to RFIs/Submittal Review

The KHA team will respond to reasonable and appropriate RFIs, as requested by the City. KHA will review and approve shop drawings, samples and other submissions of the contractor only for conformance with the design concept of the project and for compliance with construction documents.

These items will be billed on a time and materials basis. 160 hours (roughly five hours per week for eight months) have been budgeted for this task. Additional effort will be considered as an additional service.

Task 5 – Record Drawings

The KHA team will revise the project plans in CAD based upon field changes and revisions as provided by the contractor's field superintendent and approved by the City inspector. Revised sheets will be printed on mylars and processed with the City of Oceanside.

Additional Services

The following services are not included in the scope of services, but can be provided as additional services if authorized by you. Compensation for additional services will be provided on a time and materials basis.

- Site monitoring or testing as may be required by the RWQCB – based on the risk level assessment performed for the site under previous tasks. KHA can act as the Qualified SWPPP Practitioner and perform these duties if requested by the City.
- SWPP Services during Construction

Information Provided By Client

We shall be entitled to rely on the completeness and accuracy of all information provided by the Client. The Client shall provide information requested by KHA during the project.

Schedule

We will provide our services as expeditiously as practicable to meet a mutually agreed upon schedule.

Fee and Billing

The Consultant will perform the Scope of Services on a time and materials basis not to exceed \$178,322 (see attached Exhibit A). Reimbursable expenses inclusive of all in-house document reproduction, postage, supplies, project related computer time, and mileage will be billed as a percentage of KHA labor at a rate of 4.6%. Reimbursable expenses associated with outside document production, in-house plots (larger than 11" x 17"), and express mail, which will be billed as direct expenses. A combined budget of \$7,500 for all reimbursable



expenses has been **included** in the not to exceed amount. All permitting, application, and similar project fees will be paid directly by the City as needed.

Fees will be invoiced monthly based upon the percentage of services performed as of the invoice date. Payment will be due within 30 days of the date of the invoice.

Very truly yours,

KIMLEY-HORN AND ASSOCIATES, INC.

Dennis Landaal, PE
Senior Vice President

Matthew B. Capuzzi, PE
Project Manager



Kimley-Horn
and Associates, Inc.

Exhibit A - Estimate of Cost for Phase I Construction Services

City of Oceanside
Mission Avenue
July 15, 2013

Description	Rates and Hours							Total Hours	Subconsultant Expense *	Total Cost
	P7 Principal	P5 Professional	P5 Professional PM	P4 Professional	P3 Analyst	D7 Sr Designer	N6 Support Staff			
Task 1 - Geotechnical Construction Services	\$230.00	\$179.00	\$145.00	\$130.00	\$110.00	\$118.00	\$78.00	4	\$37,870.00	\$38,450.00
Task 2 - Construction Staking		4	4	6	24			38	\$59,350.00	\$64,066.00
Task 3 - Construction Period Meetings		4	196					200	\$2,860.00	\$31,996.00
3.1 Pre Construction Meeting		4	4					8		\$1,296.00
3.2 Weekly Progress Meetings			128					128		\$18,560.00
3.3 Construction Stakeholder Coordination			64					64		\$9,280.00
Task 4 - Respond to RFIs/Submittal Review		40	120					160	\$3,575.00	\$28,135.00
Task 5 - Record Drawings			20		20			40	\$3,075.00	\$8,175.00
Sub-Total Reimbursables								442		\$170,822.00
Grand Total										\$178,922.00

* Task 3, 4, and 5 for The Lightfoot Planning Group

EXHIBIT "A"



June 18, 2013
Proposal No. 107047002

Mr. Matthew Capuzzi, PE
Kimley-Horn and Associates, Inc.
401 B Street, Suite 600
San Diego, California 92101

Subject: Proposal for Geotechnical Observation, Special Inspection and Materials
Testing Services
Mission Avenue Improvement Project
Oceanside, California

Dear Mr. Capuzzi:

We are pleased to present this proposal to perform geotechnical observation, special inspection and materials testing services for the Mission Avenue Improvements project in Oceanside, California. The project will reduce approximately 1200 feet of Mission Avenue from four lanes to two lanes. The improvements are planned as part of a Low Impact Development (LID) stormwater management program. Proposed improvements will include concrete curb and gutter, concrete sidewalks, asphalt concrete roadway pavement, stormwater infiltration facilities, storm drain and water piping, light poles and signage.

In preparation of this proposal, we have reviewed the Mission Avenue Improvement plans and specifications prepared by Kimley-Horn and Associates, Inc., and our geotechnical report. A contractor's schedule was not available at the time we prepared this proposal.

PROPOSED SCOPE OF SERVICES

We propose to provide geotechnical observation, special inspection and materials testing services during construction operations, including construction of pavement sections, placement of concrete, and other improvements. Based on a review of the improvement plans, we anticipate our scope of services for this project to include the following:

- Project coordination with the City of Oceanside and attendance to project meetings as requested.
- Review of the project plans, specifications, soils reports, and other project documents provided by the City of Oceanside. Project documents will be maintained in files for use by field personnel.

5710 Ruffin Road • San Diego, California 92123 • Phone (858) 576-1000 • Fax (858) 576-9600

San Diego • Irvine • Los Angeles • Rancho Cucamonga • Oakland • San Francisco • San Jose • Sacramento
Las Vegas • Phoenix • Tucson • Prescott Valley • Denver • El Paso • Houston

- Perform periodic field observations and in-place density testing during construction and subgrade preparation for pavement, curb, gutter, and sidewalks.
- Perform geologic/engineering field services to evaluate the suitability of street light pole foundation excavations.
- Perform periodic field observations and in-place density testing during utility trench backfill.
- Perform periodic field observations and in-place density testing during compaction of aggregate base.
- Perform periodic field observation and in-place density testing during placement of the asphalt concrete.
- Laboratory testing of fill, backfill, subgrade, and pavement materials. The tests performed are anticipated to include Proctor density, maximum density (Hveem density), stability, extraction, percent asphalt, and gradation.
- Obtain samples of the materials at the planned subgrade elevations for R-value testing and evaluation of the planned pavement structural section.
- Perform special inspection of reinforcement and concrete placement of reinforced concrete for light pole foundations.
- Perform sampling and testing by our ACI certified inspector during concrete placements for curb, gutter, and sidewalks. Our inspector will sample the fresh concrete for properties including temperature and slump, as well as casting concrete cylinders for compressive strength testing.
- Laboratory testing of concrete compressive strength.
- Submit daily field reports and prepare final geotechnical, special inspection, and materials testing reports at the completion of the project summarizing our observations and test results, as appropriate.

FEE ESTIMATE

The geotechnical and materials testing services will be provided on a time-and-expense basis accrued in accordance with the attached fee schedule. We understand that this project is subject to Prevailing Wage (Determination SD 23-63-3-2012-1D) and that the work will be performed during normal business hours. Geotechnical field technician and special inspection services will be performed on a periodic on-call basis.

We estimate the fee for the geotechnical observation, special inspection and laboratory testing services for the project described herein will be approximately \$37,900 (Thirty-Seven Thousand Eight Hundred Dollars). A breakdown of this fee is presented in Table 1. These estimated costs are based on our services being performed part-time, on-call and do not include stand-by time or costs associated with retesting or reinspecting materials that were found not to be in compliance with the project plans or specifications. Our services will depend on the construction schedule and the contractor's operations. It should be noted that the performance of the contractor can substantially effect the duration of our services. Requested engineering, special inspection, and field and laboratory testing not within the specified scope of services or in excess of those presented in Table 1 will be provided, based on time and materials. Our fee does not include time to review drawings, preparation of construction specifications, and other activities requested that are not presented in our estimated fee breakdown.

We look forward to working with you on this project. If the terms and conditions of the proposal meet with your approval, please forward a purchase order or contract to initiate project activities.

Respectfully submitted,
NINYO & MOORE

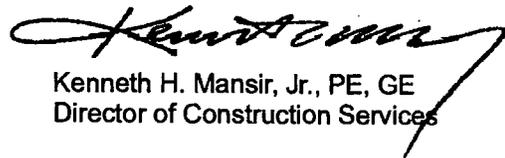


Ronald S. Halbert, PE
Senior Engineer

KAV/RSH/KHM/gg

Attachment: Table 1 – Estimated Fee Breakdown

Distribution: (1) Addressee (via e-mail)



Kenneth H. Mansir, Jr., PE, GE
Director of Construction Services

TABLE 1 – ESTIMATED FEE BREAKDOWN

PAVEMENT SUBGRADE AND AGGREGATE BASE OBSERVATION AND TESTING			
Senior Project Engineer/Geologist	2 hours @	\$ 127.00 /hour	\$ 254.00
Senior Field/Laboratory Technician	100 hours @	\$ 83.00 /hour	\$ 8,300.00
Proctor Density - D 1557 (Maximum Density)	4 tests @	\$ 180.00 /test	\$ 720.00
R-Value, D 2844, CT 301	2 tests @	\$ 250.00 /test	\$ 500.00
Subtotal			\$ 9,774.00
ASPHALT PAVEMENT OBSERVATION AND TESTING			
Senior Project Engineer/Geologist	2 hours @	\$ 127.00 /hour	\$ 254.00
Senior Field/Laboratory Technician	48 hours @	\$ 83.00 /hour	\$ 3,984.00
Extraction, % Asphalt, including Gradation, D 2172, CT 310	6 tests @	\$ 215.00 /test	\$ 1,290.00
Hveem Stability and Unit Weight CTM or ASTM, CT 366	6 tests @	\$ 195.00 /test	\$ 1,170.00
Subtotal			\$ 6,698.00
CURB, GUTTER AND SIDEWALK SUBGRADE OBSERVATION AND TESTING			
Senior Field/Laboratory Technician	40 hours @	\$ 83.00 /hour	\$ 3,320.00
Proctor Density - D 1557 (Maximum Density)	2 tests @	\$ 180.00 /test	\$ 360.00
Subtotal			\$ 3,680.00
UTILITY TRENCH BACKFILL OBSERVATION AND TESTING			
Senior Field/Laboratory Technician	80 hours @	\$ 83.00 /hour	\$ 6,640.00
Proctor Density - D 1557 (Maximum Density)	2 tests @	\$ 180.00 /test	\$ 360.00
Subtotal			\$ 7,000.00
LIGHT POLE, CURB, GUTTER, AND SIDEWALK CONCRETE SAMPLING AND TESTING			
Senior Staff Engineer/Geologist	8 hours @	\$ 109.00 /hour	\$ 872.00
Reinforced Concrete, Special Inspector	20 hours @	\$ 83.00 /hour	\$ 1,660.00
ACI Concrete Technician	40 hours @	\$ 83.00 /hour	\$ 3,320.00
Compression Tests, 6x12 Cylinder, C 39	40 tests @	\$ 22.00 /test	\$ 880.00
Subtotal			\$ 6,732.00
PROJECT MANAGEMENT, MEETING ATTENDANCE, AND REPORT PREPARATION			
Principal Engineer/Geologist	8 hours @	\$ 139.00 /hour	\$ 1,112.00
Project Engineer/Geologist	20 hours @	\$ 123.00 /hour	\$ 2,460.00
Technical Illustrator/CAD Operator	6 hours @	\$ 69.00 /hour	\$ 414.00
Subtotal			\$ 3,986.00
TOTAL ESTIMATED FEE			\$ 37,870.00

EXHIBIT "A"



AGUIRRE & ASSOCIATES

**Mission Avenue Improvement Project
Construction Staking Scope and Fee Breakdown
July 11, 2013**

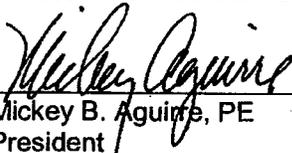
	<u>LS</u>	<u>Crew</u>
1. Project coordination, set up staking file	8	
2. Set control outside construction zone, tie out (15 max.) existing monuments, prepare 3 pre-construction Corner Records	10	5
3. Stake demo limits (45 stakes)	2	6
4. Stake curb @ 25', driveways and sidewalk underdrains	11	32
5. Stake tree grates (1 stake ea., 80 total)	2	16
6. Stake storm drain @ 25' (480 LF), 4 cleanouts and 1 trench drain	2	6
7. Stake infiltration systems (80 stakes total)	4	14
8. Stake water @ 50'	1	2
9. Stake street construction centerline @ 50'	2	5
10. Stake cross gutters	2	9
11. Stake ramps (2 stakes ea.)	2	8
12. Stake miscellaneous concrete sidewalk (10 stakes per block)	3	16
13. Stake miscellaneous features	3	16
14. Set monuments and straddles for replacing existing well monuments (15 max.), post-construction Corner Records	10	8
15. Set straddles for up to 4 new well monuments	1	4
16. Punch and stamp all well monuments (replaced and new)	1	6
Total	64	153
Crew Travel Time		66

SUMMARY

LS	64 Hrs. @ \$115	\$7,360
Crew	153 Hrs. @ \$260	39,780
Travel	66 Hrs. @ \$185	<u>12,210</u>
Total		\$59,350

Assumptions, Conditions, Limitations

1. This is a prevailing wage project.
2. The scope is specific to the items listed above as they are shown on the City-approved improvement plans. Extra work requested will be charged at the above listed rates.
3. The scope includes one set of stakes per item. Re-staking will be considered extra work.
4. All field staking requires 48-hour notice.
5. The scope does not include right-of-way resolution. The monuments to be set under Item 14 above are existing monuments within the construction zone. The positions of monuments to be staked under Item 15 above will be provided by Kimley-Horn.
6. The scope does not include well monument construction.


 Mickey B. Aguirre, PE
 President

07/11/13

EXHIBIT "A"

Mission Avenue Phase 1
 Construction Administration Budget
 The Lightfoot Planning Group

Record Dwgs	PRINCIPAL \$145		PROJECT DESIGNER \$85		DESIGN TECH \$75		Total
	Hours	Amount	Hours	Amount	Hours	Amount	
Record Drawings	5	\$ 725	10	\$ 850	20	\$ 1,500	
RFI	5	\$ 725	10	\$ 850	0	\$ -	
Submittal Review	5	\$ 725	15	\$ 1,275	0		
Site visits	4	\$ 580	10	\$ 850	0		
Team/City Meetings	4	\$ 580	10	\$ 850	0	\$ -	
Total	23	\$ 3,335	55	\$ 4,675	20	\$ 1,500	\$ 9,510

ATTACHMENT C

SUCCESSOR AGENCY TO THE OCEANSIDE REDEVELOPMENT AGENCY

PROFESSIONAL SERVICES AGREEMENT

PROJECT: MISSION AVENUE IMPROVEMENTS DOWNTOWN PHASE I
CIP11-00025

THIS AGREEMENT, dated August 21, 2013 for identification purposes, is made and entered into by and between the SUCCESSOR AGENCY TO THE OCEANSIDE REDEVELOPMENT AGENCY, hereinafter designated as "SUCCESSOR AGENCY", and ARCADIS-U.S., Inc., hereinafter designated as "CONSULTANT."

NOW THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. **SCOPE OF WORK.** The project is more particularly described as follows:
Provide construction management, inspection and public relations support services for the Mission Avenue Improvements Phase I, as detailed in Exhibit "A" Scope of Services.
2. **INDEPENDENT CONTRACTOR.** CONSULTANT'S relationship to the SUCCESSOR AGENCY shall be that of an independent contractor. CONSULTANT shall have no authority, express or implied, to act on behalf of the SUCCESSOR AGENCY as an agent, or to bind the SUCCESSOR AGENCY 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 SUCCESSOR AGENCY any and all employees, agents, and consultants performing work in connection with this project, and all shall be subject to the approval of the SUCCESSOR AGENCY.
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.

**MISSION AVENUE IMPROVEMENTS DOWNTOWN PHASE I
CIP11-00025**

4. LIABILITY INSURANCE.

4.1. CONSULTANT shall, throughout the duration of this Agreement maintain comprehensive general liability and property damage insurance, or commercial general liability insurance, covering all operations of CONSULTANT, its agents and employees, performed in connection with this Agreement including but not limited to premises and automobile.

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

<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 SUCCESSOR AGENCY may require additional coverage to be purchased by the CONSULTANT to restore the required limits. The CONSULTANT shall also notify the SUCCESSOR AGENCY '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 Successor Agency of Oceanside as "additional insured" under the designated insurance policy for all work performed under this agreement. Insurance coverage provided to the Successor Agency as additional insured shall be primary insurance and other insurance maintained by the Successor Agency of Oceanside, its officers, agents, and employees shall be excess only and not contributing with insurance provided pursuant to this Section.

**MISSION AVENUE IMPROVEMENTS DOWNTOWN PHASE I
CIP11-00025**

- 4.5 All insurance companies affording coverage to the CONSULTANT pursuant to this agreement shall be insurance organizations admitted by the Insurance Commissioner of the State of California to transact business of insurance in the state or be rated as A-X or higher by A.M. Best.
- 4.6 CONSULTANT shall provide thirty (30) days written notice to the SUCCESSOR AGENCY should any policy required by this Agreement 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, at minimum, a Certificate of Insurance and applicable endorsements, in a form satisfactory to the Successor Agency 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 (3) 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.

**MISSION AVENUE IMPROVEMENTS DOWNTOWN PHASE I
CIP11-00025**

6. **CONSULTANT'S INDEMNIFICATION OF SUCCESSOR AGENCY.** To the greatest extent allowed by law (including, without limitation, California Civil Code section 2782.8), CONSULTANT shall indemnify and hold harmless the SUCCESSOR AGENCY 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 SUCCESSOR AGENCY, 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 SUCCESSOR AGENCY, 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 SUCCESSOR AGENCY, defend any such suit or action brought against the SUCCESSOR AGENCY, its officers, agents, or employees founded upon, resulting or arising from the conduct, tortious acts or omissions of the CONSULTANT.

CONSULTANT'S indemnification of SUCCESSOR AGENCY 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 SUCCESSOR AGENCY. The SUCCESSOR AGENCY 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 CONSULTANT'S 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 \$192,762.00.

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 results in incidental expenses to SUCCESSOR AGENCY.

**MISSION AVENUE IMPROVEMENTS DOWNTOWN PHASE I
CIP11-00025**

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 as determined by the project specifications and construction contract.
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 SUCCESSOR AGENCY.

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.

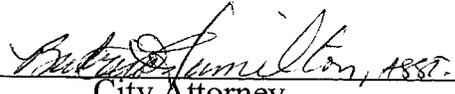
Should any provision herein be found or deemed to be invalid, the Agreement shall be construed as not containing such provision, and all other provisions, which are otherwise lawful, shall remain in full force and effect, and to this end the provisions of this Agreement are severable.

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. **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 SUCCESSOR AGENCY, then the SUCCESSOR AGENCY shall pay CONSULTANT for any work completed up to and including the date of termination or abandonment of this Agreement. The SUCCESSOR AGENCY shall be required to compensate CONSULTANT only for work performed in accordance with the Agreement up to and including the date of termination.

**MISSION AVENUE IMPROVEMENTS DOWNTOWN PHASE I
CIP11-00025**

14. **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 SUCCESSOR AGENCY.

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.

ARCADIS-U.S. Inc.  By: <u>TERRY JONES, PRINCIPAL IN CHARGE</u> Name/Title	SUCCESSOR AGENCY TO THE OCEANSIDE REDEVELOPMENT AGENCY By: _____ City Manager
Date: <u>JULY 29, 2013</u>	Date: _____
By: _____ Name/Title	APPROVED AS TO FORM:  City Attorney
Date: _____	
<u>570373224</u> Employer ID No.	

NOTARY ACKNOWLEDGMENTS OF CONSULTANT MUST BE ATTACHED.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Orange }

On July 29, 2013 before me, Barbara E. Serata
Date Here Insert Name and Title of the Officer

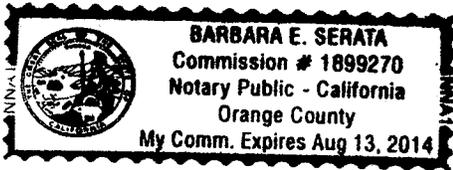
personally appeared Terry Jones
Name(s) of Signer(s)

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 Barbara E. Serata
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: August 21, 2013 Number of Pages: 17

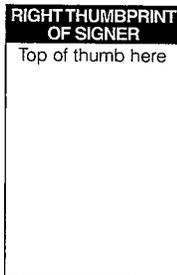
Signer(s) Other Than Named Above: _____

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: _____



Signer's Name: _____

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

Signer Is Representing: _____

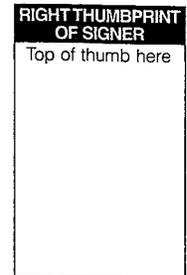


EXHIBIT A
GENERAL SCOPE OF SERVICES

1. DESCRIPTION OF GENERAL SERVICES

**Construction Management
Scope of Work**

1. Conduct the preconstruction meeting, and regular jobsite meetings at a frequency of one per week. Prepare meeting minutes and agenda.
2. Facilitate the document flow among City, the construction contractor and the project Engineer by preparing and tracking the resolution and disposition of Requests for Information, proposed Change Orders, Correction Notices, Engineer or City initiated construction changes.
3. Complete construction control documentation such as the Weekly Statement of Working Days, Inspector's Daily Diary, Construction Change Orders, Monthly Pay Estimates and all construction – related documents filed and organized.
4. Coordinate Building Department Inspections and coordinate work with SDG&E.
5. Assure construction quality by verifying that throughout construction all of the construction contractor's work is in conformance with the plans and specifications.
6. Provide construction observation in accordance with the plans and specifications, standard specifications for public works construction, City of Oceanside Engineering, Grading and Water Sewer Design and Construction Manuals.
7. Coordinate and facilitate connecting utilities as a part of the construction contractor's work, including water, sewer, fire, electricity, communications, telephone and data.
8. Provide public relations and outreach services. This includes face to face coordination with businesses and community groups, preparation of notices to provide project updates to businesses and stakeholders. Prepare and post notices and project update signs within the project site.
9. Provide for documentation of the construction as-built plans.
10. Monitor and enforce Contractor's compliance with SWPPP.
11. Identify actual and potential problems associated with the construction project and consult with the City Project Manager and the Design Engineer.
12. Maintain an awareness of safety and health requirements and enforce applicable regulations and contract provisions for protection of the public and project personnel.
13. Prepare a monthly progress report for the City Project Manager describing key issues, cost status, and schedule status.

Project Inspection/Quality Assurance

1. Schedule and coordinate consultants for quality assurance materials testing to verify compliance of the work with the contract documents.
2. Review test reports to substantiate contract compliance.

3. Ensure that Certificates of Compliance or source release tags are furnished by the Contractor along with the applicable delivered materials at the project site.

Post Construction Phase

1. Prepare initial punch list and consolidate comments into final punch list.
2. Finalize the bid items, claims, change orders, punch list items and corrected shop drawings.
3. Oversee completion of record drawings. The design consultant will prepare the record drawings for the project.
4. Transmit all project files and record drawings to the City for archiving.

Itemized Fee Schedule

Job Function	Rate Per Hour
Senior Project Manager	\$150
Construction Manager/Quality Assurance	\$94
Document Control	\$58
Project Inspector/Quality Assurance	\$90

Actual Cost Plus Fixed Fee Estimated Amount

Actual Cost Plus Fixed Fee	
Actual Cost Construction Management	\$115,700
Actual Project Inspection/Quality Assurance	\$67,883
Total	\$183,583
Fixed Fee	\$9,179
Total Actual Cost Plus Fixed Fee (estimated amount)	\$192,762

Above are an itemized fee schedule and an actual cost plus fixed fee estimated amount, based upon an estimated 160 construction working days.

1 RESOLUTION NO. _____
2

3 A RESOLUTION OF THE OVERSIGHT BOARD FOR THE SUCCESSOR
4 AGENCY OF THE CITY OF OCEANSIDE APPROVING THE AWARD OF A
5 CONTRACT IN THE AMOUNT OF \$2,576,030.40 TO WEST COAST
6 GENERAL CORPORATION FOR THE MISSION AVENUE IMPROVEMENTS
7 PROJECT; AND APPROVING PROFESSIONAL SERVICES AGREEMENTS
8 WITH KIMLEY-HORN AND ASSOCIATES INC. IN THE AMOUNT OF
9 \$178,322 AND ARCADIS-US INC. IN THE AMOUNT OF \$192,762 FOR
10 CONSTRUCTION RELATED SERVICES

11 WHEREAS, on February 1, 2012, in accordance with the provisions of California
12 Health and Safety Code section 34179(a)(1), the Oceanside Redevelopment Agency was
13 dissolved; and

14 WHEREAS, the Oversight Board to the Successor Agency of the former Oceanside
15 Redevelopment Agency (Successor Agency) has been appointed pursuant to the provisions
16 of Health and Safety Code Section 34179; and

17 WHEREAS, pursuant to Health and Safety Code section 34191.4(c)(1), a successor
18 agency that has received a finding of completion has the authority to use bond proceeds
19 derived from bonds issued on or before December 31, 2010 for the purposes for which the
20 bonds were sold; and

21 WHEREAS, the Successor Agency has received a finding of completion and intends to
22 use bond proceeds derived from bonds issued before December 31, 2010 to pay for public
23 improvements, including the Mission Avenue Improvements, consistent with the purposes for
24 which the bonds were sold; and

25 WHEREAS, on December 14, 2011, the City Council of the City of Oceanside adopted
26 a mitigated negative declaration, an amendment to the Circulation of the General Plan
27 (RGPA-11-00001) and coastal permit (RRP-11-00002) for the Mission Avenue project;

28 WHEREAS, the Successor Agency City of Oceanside, consistent with the Public
Contract Code, proposes to award the public works contract to the lowest responsible bidder
and further has solicited bids for professional services including construction survey and
geotechnical work, as well as construction management, inspection and public outreach
required to implement the project;

///

1 NOW, THEREFORE BE IT RESOLVED by the Oversight Board as follows:

2 Section 1. The recitals set forth above and the facts set forth in the staff report
3 accompanying this item are true and correct and incorporated herein.

4 Section 2. The Oversight Board hereby approves the award of a public works contract
5 to West Coast General Corporation of Poway for the Mission Avenue Improvements project.

6 Section 3. The Oversight Board hereby approves the award of a Professional Services
7 Agreement, a copy of which is attached as attachment B to the staff report, in the amount of
8 \$178,322 to Kimley Horn and Associates, Inc. for construction support, construction survey
9 and geotechnical services required for the Mission Avenue project.

10 Section 4. The Oversight Board hereby approves the award of a professional services
11 agreement, a copy of which is attached as attachment C to the staff report, in the amount of
12 \$192,762 to ARCADIS-US, Inc. for construction management, construction inspection and
13 public outreach required for the Mission Avenue project.

14 PASSED AND ADOPTED by the Oversight Board to the Successor Agency of the City
15 of Oceanside, California, this 27th day of August, 2013, by the following vote:

16 AYES:

17 NAYS:

18 ABSENT:

19 ABSTAIN:

20
21
22 _____
23 CHAIRMAN
24 Oversight Board of Successor Agency
25 City of Oceanside

26
27 ATTEST:

28 _____
Secretary