

STAFF REPORT**CITY OF OCEANSIDE**

DATE: August 20, 2014

TO: Chairman and Members of the Community Development Commission

FROM: Development Services Department

SUBJECT: **AWARD A CONTRACT, APPROVE AN AMENDMENT, AND APPROVE TWO PROFESSIONAL SERVICES AGREEMENTS FOR THE BEACH RESTROOM PROJECT PHASE 1**

SYNOPSIS

Staff recommends that the Community Development Commission (CDC) authorize the award of a contract in the amount of \$1,451,880 to Hal Hays Construction Inc., of Riverside, for the Beach Restroom Project Phase 1; approve Amendment # 1 to the Professional Services Agreement with RRM Design Group, in the amount of \$257,010 for architectural and engineering design support, construction survey and geotechnical services for the project; approve a Professional Services Agreement with Construction Testing & Engineering Inc., of Escondido in the amount of \$118,054 for construction inspection and special inspection services for the project; approve a Professional Services Agreement with Dudek of San Marcos in the amount of \$169,900 for construction management for the project; and authorize the City Manager to execute the agreements upon receipt of all supporting documents.

BACKGROUND

On January 6, 2010, the City Council approved a Professional Services Agreement with RRM Design Group, to assist the Redevelopment Agency in developing concepts, facilitating community forums, entitlement approvals and the preparation of construction documents for the new beach area restrooms.

On September 4, 2013, the CDC approved a Regular Coastal Permit for the replacement and reconstruction of three public beach restrooms located at Breakwater Way, Sportfisher Drive and Tyson Street Park; and the remodeling of the public restrooms located at Wisconsin Street and Mid-Pier.

On March 19, 2014, the CDC 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. Eight contractors were determined qualified to bid on the project. On June 26, 2014, the bids were publicly opened. Five bids were received and are summarized in Attachment A.

The lowest responsible bidder is Hal Hays Construction Inc., of Riverside, with a base bid of \$1,451,880. The contract documents are on file in the Capital Improvements Section of the Development Services Department.

ANALYSIS

Beach Restroom Project Phase 1

The project proposes the demolition and reconstruction of two public beach restrooms along The Strand at Breakwater Way and Sportfisher Drive. The primary design goal of the project was to achieve a maximum number of toilet stalls and amenities with a similar footprint of the existing restrooms and to preserve public coastal views. The proposed design has oriented the new beach restrooms with the long axis of the building perpendicular to The Strand to increase the number of toilet stalls, while reducing the overall building footprint, preserving views and not encroaching onto additional sand. This orientation also improves security because the open corridors outside of the stalls will be visible from The Strand. Restroom entrances will be located on both the south and north sides of the structures. All of the water closet stalls are to be unisex.

The existing restrooms at Wisconsin Street and Mid-Pier will be remodeled with new fixtures and paint on the interior only. There will be no changes to the exterior or the building footprint.

The project implementation timeline is as follows:

- Fall 2014 Start Construction
- Fall 2015 Project Completion

Tyson Street Park Restrooms

The base bid does not include Tyson Street Park restrooms. Staff is recommending that the Tyson Street Park restrooms be addressed with Phase 2 of the Beach Area Restroom Project. Engineering staff would like to comprehensively involve the Parks and Recreation Division, Public Works and Main Street Oceanside in order to best accommodate user needs in this area. More specifically the revised restroom design is intended to address park amenity impacts, bluff erosion, maintenance, and beach vendor program needs.

FISCAL IMPACT

The contract prices are as follows: Hal Hays Construction Inc., \$1,451,880, RRM Design \$257,010, CTE, Inc. \$118,054 and Dudek \$169,900. All 4 contracts total to \$1,996,944. A total of \$3,000,000 has been budgeted to the Beach Restroom Phase 1 (account number) and 2 Construction project account as follows: \$2,000,000 budgeted to account 907135100581.5703.10600 and \$1,000,000 budgeted to account 907135100581.5355.10600.

Laguna Vista Sales Proceeds in the amount of \$3,000,000 was allocated by City Council in Fiscal Year 13-14 as the funding source to replace the beach area restrooms. Sufficient funds are available. Total project expenses are listed below.

Beach Restrooms Project-Phase 1: Breakwater Way, Sportfisher Drive, Wisconsin Street and Mid-Pier Restrooms

Construction Contract	\$1,451,880
Construction Contingency	\$145,000
Administrative Allocation	\$145,000
RRM Design	\$257,010
CTE Inc.	\$118,054
Dudek	\$169,900
Total	\$2,286,844

Beach Restrooms Project-Phase 2: Bath House, Beach Lock-Up, Beach Vendor Storage, public area and Tyson Street Park

After the completion of Phase 1, staff anticipates the remaining budgeted balance of \$711,664 of the Laguna Vista sales proceeds (Municipal Buildings Fund) to be used for the Phase 2 project. In addition to the remaining amount stated above; \$280,000 in Municipal Building Funds has been assigned to Phase 2 of the project for design services. Phase 2 design services will address the Bath House Restroom, Lock-Up Building, Beach Vendor Storage, and the public area south of the Junior Seau Amphitheater. The cost for Phase 2 design services are being estimated at \$550,000.

The project scope for the restroom is changing as a result of various demands. The building will need to accommodate Police, Public Works, and potential Lifeguard needs. Additionally, MainStreet Oceanside (MSO) currently uses the parking area to store beach equipment in conex boxes. With the new restroom building, MSO storage would be removed. MSO has requested 1,000 square feet of storage area in the new building. Staff will bring a separate item to Council for discussion and direction for the Phase 2 project.

COMMISSION OR COMMITTEE REPORT

On July 24, 2013, the Downtown Advisory Committee reviewed this project and voted unanimously to recommend that the CDC approve the project.

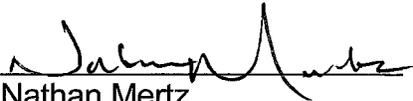
CITY ATTORNEY ANALYSIS

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

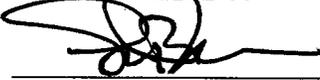
RECOMMENDATION

Staff recommends that the Community Development Commission (CDC) authorize the award of a contract in the amount of \$1,451,880 to Hal Hays Construction Inc., of Riverside, for the Beach Restroom Project Phase 1; approve Amendment # 1 to the Professional Services Agreement with RRM Design Group, in the amount of \$257,010 for architectural and engineering design support, construction survey and geotechnical services for the project; approve a Professional Services Agreement with Construction Testing & Engineering Inc., of Escondido in the amount of \$118,054 for construction inspection and special inspection services for the project; approve a Professional Services Agreement with Dudek of San Marcos in the amount of \$169,900 for construction management for the project; and authorize the City Manager to execute the agreements upon receipt of all supporting documents.

PREPARED BY:


Nathan Mertz
CIP Manager II

SUBMITTED BY:


Steven R. Jepsen
City Manager

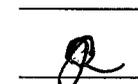
REVIEWED BY:

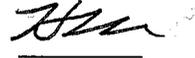
Michelle Skaggs Lawrence, Deputy City Manager

James Riley, Financial Services Director

Scott O. Smith, City Engineer

Hans Kiel Koger, Public Works Division Manager





Attachments:

Attachment A – Bid Tabulation

Attachment B – Amendment with RRM

Attachment C – Professional Services Agreement with Construction Testing & Engineering

Attachment D – Professional Services Agreement with Dudek

Attachment E – Location Map Exhibit

Attachment A

Base Bid Results

1. Hal Hays Construction	Riverside	\$1,451,880
2. Southwest Construction	Fallbrook	\$1,603,637
3. Xing Inc.	San Diego	\$1,697,140
4. EC Constructors	Lakeside	\$1,820,572
5. Lehman Construction	Tustin	\$1,997,669

**CITY OF OCEANSIDE
AMENDMENT 1 TO
PROFESSIONAL SERVICES AGREEMENT**

PROJECT: Oceanside Waterfront Restroom Project (Beach Restrooms Phase 1)

THIS AMENDMENT 1 TO PROFESSIONAL SERVICES AGREEMENT (hereinafter "Amendment") is made and entered into this 20th day of August, 2014, by and between the CITY OF OCEANSIDE, a municipal corporation, hereinafter designated as "CITY", and RRM DESIGN GROUP, hereinafter designated as "CONSULTANT."

RECITALS

WHEREAS, CITY and CONSULTANT are the parties to that certain Professional Services Agreement dated December 16, 2009, hereinafter referred to as the "Agreement", wherein Consultant agreed to provide certain services to the City as set forth therein;

WHEREAS, the Agreement provided for CONSULTANT to provide public outreach, entitlements processing, conceptual design, construction documents, agency approval processing of five restroom facilities located along the waterfront area for the Oceanside Waterfront Restroom Project (Beach Restrooms Phase 1);

WHEREAS, the parties now wish to provide architectural and engineering construction support services, construction survey and geotechnical testing and observation for the Oceanside Waterfront Restroom Project (Beach Restrooms Phase 1);

WHEREAS, the parties desire to amend the Agreement to provide for changes and/or modifications to Section 1.0, Scope of Work, and Section 13.0. Compensation.

AMENDMENT

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

1. Section 1.0, **Scope of Work**, is hereby amended to add the following: "Compensation to CONSULTANT for architectural and engineering construction support services, construction survey, and geotechnical testing and observation for the Oceanside Waterfront Restroom Project

Oceanside Waterfront Restroom Project (Beach Restrooms Phase 1)

(Beach Restrooms Phase 1) Exhibit A (RRM Design Group letter dated July 10, 2014), attached hereto."

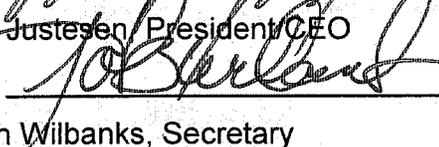
- 2. Section 13.0 **COMPENSATION**, is hereby amended to add the following language to subsection 13.1: CONSULTANT's compensation for additional work performed in accordance with this Amendment, shall not exceed \$257,010.00. Said additional compensation shall be for performing additional professional services as described in Exhibit A, attached.
- 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 this 20th day of August, 2014.

RRM DESIGN GROUP

By: 
Erik Justesen, President/CEO

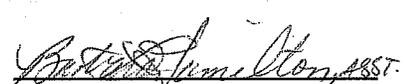
By: 
John Wilbanks, Secretary

95-2923783
Employer ID No.

CITY OF OCEANSIDE

By: _____
Steven R. Jepsen, City Manager

APPROVED AS TO FORM:


Bertine J. Hamilton, Esq.
City Attorney

NOTARY ACKNOWLEDGMENTS OF CONSULTANT MUST BE ATTACHED.

" EXHIBIT A "

ADDITIONAL SERVICES AUTHORIZATION



Client:	<u>City of Oceanside</u>	Task ID No.:	<u>A through E</u>
Project:	<u>Oceanside Waterfront Restrooms</u>	Date:	<u>July 10, 2014</u>
Work requested by:	<u>Nathan Mertz</u>	Job No.:	<u>2309501</u>
Request received by:	<u>Bill Graeber</u>	Request:	_____
Date received:	<u>June 2014</u>		

<input checked="" type="checkbox"/> Verbal	<input type="checkbox"/> Letter	<input type="checkbox"/> Marked Prints	<input type="checkbox"/> Email authorization received
<input checked="" type="checkbox"/> Client authorization required		<input type="checkbox"/> Included in contract, authorization not required	
<input type="checkbox"/> Other _____			

<input type="checkbox"/> Non-chargeable	<input checked="" type="checkbox"/> Hourly	<input type="checkbox"/> Fixed Fee	<input type="checkbox"/> Other _____
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Description of Work to be Performed

The scope of work described in Tasks A through E are beyond the original agreement between the City and RRM Design Group. For the purposes of this request for additional compensation, RRM has based the scope and fee for all tasks on a construction duration of 160 working days.

Construction on four project sites will be concurrent and no phasing is anticipated on this project. The Tyson Street Park Restroom is not included in the scope of work for the purposes of this add service request.

The RRM team is comprised of architecture, civil engineering, mechanical/plumbing engineering, structural engineering, construction surveying, geotechnical observation, and materials testing services. This request for additional compensation is a time and materials (T&M) proposal.

If the construction duration extends beyond 160 working days from the notice to proceed, RRM will work with the City to establish the extent of work required to support the project and prepare a request for additional compensation.

TASK A: BIDDING ASSISTANCE \$7,370

The City performed pre-qualification of prospective contractors for the bidding process. RRM and our consultant team will assist the City during the bidding phase to respond to bidder questions, prepare addendums, and assist with a pre-bid meeting. RRM will assist with the review of bids at the City's request.

For the purposes of this proposal, RRM has based the scope and fee of this task on working with the City selected seven (7) pre-qualified general contractors for bidding.

Task

- Respond to bidder written Request For Interpretation (RFI) submitted to the City
- RRM to perform in-house QA/QC review. This effort was performed at no additional cost to the City.
- RRM to incorporate QA/QC items, City comments, and qualified RFI responses into a bid addendum document package.

ADDITIONAL SERVICES AUTHORIZATION



Deliverables:

- Participated in the preparation of two (2) bid addendums
- One (1) Conforming Construction Set of the Construction Document Drawings
RRM will prepare the conforming construction set of CDs at no charge to the City

Meetings: None anticipated

TASK B: CONSTRUCTION ADMINISTRATION

\$129,422

Through the construction duration, RRM and our consultant team will provide construction support services. The RRM team will work with City representatives and the General Contractor to address field questions, prepare clarifications when needed, and to review field mock-ups, product submittals and shop drawings. The RRM team will attend weekly job site meetings for a duration of 160 working days.

Deliverables:

- Respond to Requests for Interpretation (RFIs)
- Issue supplemental information/instructions for clarification
- Review of contractor prepared submittal
- One (1) round of substantial completion/punch list review
- One (1) final substantial completion/walk through

Meetings:

- One (1) pre-construction meeting by RRM Architecture.
- 32 job site meetings and observations by RRM Architecture. We anticipate weekly meetings/site visits every month for 160 working days
- Four (4) job site observation visits by RRM Civil for civil engineering throughout the construction duration
- Three (3) job site observation visits by TTG for plumbing and electrical engineering throughout the construction duration
- Five (5) job site observation visits by RSSE for structural engineering throughout the construction duration
- One (1) job site visit by the RRM team to prepare punch lists for each project site
- One (1) job site visit by RRM to review/finalize punch list items

TASK C: POST CONSTRUCTION ADMINISTRATION

\$26,683

At substantial completion of the project construction, RRM and our consultant team will provide construction close-out and documentation support. The RRM team will work with City representatives and the general contractor to review O&M manuals, contractor prepared red-lined as-built drawings, approved/processed submittals and shop drawings.

Deliverables:

- Prepare cad files for record drawings based on contractor provided red-lined/mark-ups
- One (1) CD with AutoCad files and .pdf files
- One (1) set of record drawings on mylar
- One (1) round of review of Contractor prepared O&M documentation

Meetings: One (1) meeting with City to review project closeout documentation. (Meeting to occur in Oceanside)

ADDITIONAL SERVICES AUTHORIZATION



TASK D: CONSTRUCTION SURVEYING

\$23,000

The RRM survey crew will perform in office and field work for the control surveying to establish horizontal control at each project site. The RRM survey team will prepare the FEMA elevation certificates for each site and perform the field surveying to gather the data required to complete the FEMA elevation certificates.

The field services will be performed at Non-Prevailing Wage (per the City of Oceanside) rates using a one man/GPS robotic survey crew.

Deliverables:

- CONTROL SURVEYING will include the establishment and setting of project control that will be utilized in the construction and inspection of the site.
 - Set durable site control sufficient to control local sites
 - Prepare Horizontal and Vertical Control Plans of site locations referencing the local site survey control.
- FEMA ELEVATION CERTIFICATES will include the surveying, preparation and coordination of Elevation Certificates for four project sites, which are located within a designated flood zone.
 - Perform field surveying required to locate Vertical Control referenced on FEMA FIRM maps.
 - Perform as-built surveys of site necessary to fulfil required information on the FEMA Elevation Certificate
 - Complete Elevation Certificates and submit to the City of Oceanside project representative

Meetings:

- Control Surveying trip assumes two trips to the field
- FEMA Elevation Certificates trip assumes one trip to the field.

TASK E: GEOTECHNICAL OBSERVATION AND MATERIALS TESTING

\$58,535

This task includes geotechnical observation and materials testing during the site grading and construction for four project sites. Materials testing services for the concrete foundations, concrete slabs, CMU walls and the perimeter cut-off walls. Special inspection services are not included.

The field services will be performed at Non Prevailing Wage (per the City of Oceanside) rates for field technicians.

Deliverables:

Task and Item	Estimated Quantity
1. <u>Geotechnical Services during Grading and Construction</u>	120
• Grading of 3 building pads with Gravel Blankets (assuming 15 days at 8 hours a day with travel)	
• Street and Sidewalk Pavement subgrade and base compaction testing, 4 sites (assuming 12 days at 8 hours a day with travel)	96
• Trench backfill observation and testing, 4 sites (assuming 8 days at 8 hours a day with travel)	64
• Foundation Observations at 4 sites (assuming 4 days at 4 hours a day with travel)	16

ADDITIONAL SERVICES AUTHORIZATION



• Vehicle Usage (additional discount applied)	312
• Retaining Wall Backfill (assuming 2 days at 8 hours a day with travel)	16
• Laboratory Testing (4 Compaction Proctors)	4
• Project Management and Consulting (10% of field labor)	32
• As-Graded report (if needed)	1
2. Materials Testing	
• Pick-up and Delivery of Test Specimens	35
• Concrete Cylinders Grout cubes, Mortar Samples	105
• CMU Grouted Prisms (< 8x8x16)	8
• CMU Grouted Prisms (>8x8x16)	5
• Dispatch & Admin	32
• Project Management/Scheduler/ Materials Testing Manager	24

Meetings: Refer to table above for job site visits

REIMBURSABLES

\$12,000

RRM will request reimbursement for incidental expenses incurred by RRM Design Group and our subconsultant team, at actual cost plus 10% to cover its overhead and administrative expenses. Reimbursable expenses shall include, but are not limited to, reproduction costs, postage, shipping and handling of drawings and documents, and long distance communications. Reimbursable automobile travel mileage will be billed at the current IRS business standard mileage rate. Travel expenses for meetings and field observations as noted above for such items as transportation, automobile, lodging and meals.

Photocopies shall be charged at a rate of \$.20 per copy. All other types of RRM Design Group reproductions including, but not limited to, blueprinting, process camera, typesetting, printing, and plotting, shall be billed at RRM Design Group's internal price sheet. In the case of work sent to outside vendors, such as the City's request for mylar record drawings, the City will be billed at the local vendor's current rate plus 10% to cover RRM Design Group overhead and administrative expenses.

RRM will not be responsible for paying permitting fees to authorities having jurisdiction over the project.

RRM Additional Service Fees:	\$ <u>245,010</u>
RRM Additional Reimbursable Fees:	\$ <u>12,000</u>
Total Additional Fees:	\$ <u>257,010</u>

I hereby authorize the above work to be performed

By: _____ Date: _____
 Client Signature

Please sign and return original so that we may proceed with the above work.



Leighton Consulting, Inc.

A LEIGHTON GROUP COMPANY

July 2, 2014
(Revised July 9, 2014)

Proposal No.: SD14-116

RRM Design Group
32332 Camino Capistrano, Suite 205
San Juan Capistrano, CA 92675

Attention: Mr. William Graeber

**Subject: Proposal for Geotechnical, and Materials Testing Services
Oceanside Beach Restrooms and Improvements,
Oceanside, California**

As requested, Leighton Consulting, Inc. is pleased to provide this proposal for geotechnical, and materials testing services in support the construction of the proposed beach restroom improvements in Oceanside, California. The proposed improvements will include renovation of one existing beach restroom at Wisconsin Avenue, and the demolition and new construction of three restrooms at Breakwater Way, Sportfisher Drive and Tyson Street, in Oceanside. The new buildings will be single story structures with mat foundations, CMU block walls and steel framed roofs. In addition, the new building foundations will be underlain by a gravel blanket and deepened perimeter cut-off walls.

Note that we are assuming that Prevailing Wage (PW) rates will not be required for our field technicians. In addition, our estimated fees are based on assumed construction durations that should be re-evaluated based on the actual construction schedule provided by the selected contractor once available.

SCOPE OF GEOTECHNICAL SERVICES

Our proposed scope of geotechnical services will include two primary tasks: 1) Observation and testing services during site grading and construction; and 2) Materials

testing. Our scope is detailed in the following table. Note that the field technician unit rate presented in the table includes his field equipment.

Task and Item	Estimated Quantity	Unit Rate	Cost
1. <u>Geotechnical Services during Grading and Construction</u>			
• Grading of 3 building pads with Gravel Blankets (assuming 15 days at 8 hours a day with travel)	120	\$85	\$10,200
• Street and Sidewalk Pavement subgrade and base compaction testing, 4 sites (assuming 12 days at 8 hours a day with travel)	96	\$85	\$8,160
• Trench backfill observation and testing, 4 sites (assuming 8 days at 8 hours a day with travel)	64	\$85	\$5,440
• Foundation Observations at 4 sites (assuming 4 days at 4 hours a day with travel)	16	\$85	\$1,360
• Retaining Wall Backfill (assuming 2 days at 8 hours a day with travel)	16	\$85	\$1,360
• Vehicle Usage (additional discount applied)	312	\$10	\$3,120
• Laboratory Testing (4 Compaction Proctors)	4	\$220	\$880
• Project Management and Consulting (10% of field labor)	32	\$189	\$6,048
• As-Graded report (if needed)	1	Is	\$2,500
	<i>Task Subtotal</i>		\$39,068
2. <u>Materials Testing</u>			
• Pick-up and Delivery of Test Specimens	35	\$85	\$2,975
• Concrete Cylinders Grout cubes, Mortar Samples	105	\$25	\$2,625
• CMU Grouted Prisms (< 8x8x16)	8	\$180	\$1,440
• CMU Grouted Prisms (>8x8x16)	5	\$250	\$1,250
• Dispatch & Admin	32	\$72	\$2,304
• Project Management/Scheduler/ Materials Testing Manager	24	\$148	\$3,552
	<i>Task Subtotal</i>		\$14,146
Total Estimated Cost			\$53,214



FEES AND TERMS

Geotechnical and materials testing services during construction will be performed on a time-and-materials basis in accordance with the attached 2014 Professional Fee Schedule with 10 percent discount with an estimated budget of \$53,214.

Should the assumptions and/or limitations discussed in this proposal be exceeded, any necessary work will be continued on a time-and-materials basis in accordance with the attached 2014 Professional Fee Schedule with 10 percent discount. We will provide daily field reports documenting the hours worked and activity performed to your field supervisor and/or the general contractor's superintendent.

In addition, this proposal scope and fee estimate does not include the following items:

- Activities including (but not limited to) analyses in response to unanticipated field conditions, slope stability analysis, work related to settlement monitoring and/or analysis, additional laboratory testing not specified herein, and analyses required for evaluation of grading methodology.
- Meetings with Leighton's non-field personnel, or subsequent grading and/or foundation plan reviews.
- Batch Plant and source inspections and testing are not included in our scope
- Storm-damage-related earthwork requiring geotechnical consulting.
- Any work related to the identification, observation, testing or handling of contaminated, toxic or hazardous materials that may be encountered. Should such materials be encountered, or their existence is suspected, you will be informed.

AUTHORIZATION

Attached is an Agreement incorporating the scope and fees described in this Proposal. If the services are awarded to Leighton and are acceptable to you, please have two copies of both the Master Services Agreement and the Scope of Work Agreement executed by a duly authorized officer of your corporation and transmit them to us. We will return one fully-executed copy of each for your records. The scope and fees set forth in this Proposal reflect the risks that are limited by the terms and conditions in the attached Master Services Agreement. Any changes in these terms and conditions may require a change in the scope of services or fees or both. Your assent to our beginning work prior to the written execution of a mutually acceptable contract constitutes your agreement that the terms and conditions of the attached Agreement shall control until such a definitive contract is executed by both parties.



If you have any questions regarding our proposal, please contact this office. We appreciate this opportunity to be of service.

Respectfully submitted,

LEIGHTON AND ASSOCIATES, INC.



William D. Olson
Associate Engineer

Attachments: 2014 Professional Fee Schedule with 10 percent discount
Scope of Work Authorization
Master Services Agreement

Distribution: (email only)





Leighton Consulting, Inc.

A LEIGHTON GROUP COMPANY

SCOPE OF WORK AUTHORIZATION

This Scope of Work, dated July 9, 2014 is, upon execution of the Parties, incorporated as Scope of Work Number _____ under Master Services Agreement _____ between Leighton Consulting, Inc., ("LEIGHTON") and RRM Design Group ("CLIENT").

Location: Oceanside Beach Restrooms and Improvements, Oceanside, California

Description of Services: Geotechnical and materials testing services during Grading and Construction.

LEIGHTON CONSULTING

Leighton Consulting, Inc.
3934 Murphy Canyon Road, Suite B-205
San Diego, California 92123
Telephone: (858) 300-8494
FAX: (858) 292-0771
Prime Contact for this Project:
Mr. William D. Olson

CLIENT:

RRM Design Group
32332 Camino Capistrano, # 205
San Juan Capistrano, CA 92675
Telephone: (949) 361-7950
FAX: (949) 361-7955
Prime Contact for this Project:
Mr. William Graeber

Cost: Geotechnical Services during Grading and Construction and Materials Testing Services shall be performed on a Time and Materials basis with an estimated budget of Fifty-three Thousand Two hundred and Fourteen Dollars (\$53,214). Our services will be provided in accordance with our 2014 Professional Fee Schedule with 10% discount. The payment for our services is due within 30 days after receipt of our invoice.

Report Distribution: (2) Client

I have reviewed and agree to this scope of work.

LEIGHTON CONSULTING, INC.:

CLIENT:

By Signature

By Signature

Name (Print or Type)

Name (Print or Type)

Date

Date

CLIENT ACKNOWLEDGES THAT IT HAS READ AND UNDERSTANDS THE DOCUMENT ENTITLED "INFORMATION FOR CLIENTS REGARDING LEIGHTON'S SERVICES"

**LEIGHTON CONSULTING, INC. MASTER SERVICES AGREEMENT
AGREEMENT NUMBER: _____**

SECTION I: SERVICES AND COMPENSATION:

This *Master Services Agreement* ("Agreement") is entered into effective July 9, 2014, by and between RRM Design Group ("CLIENT") and LEIGHTON CONSULTING, INC. (the "parties"). This Agreement relates to performance of services at locations ("LOCATIONS") described in each Scope of Work Agreement, as set forth in A., below.

The parties agree as follows:

A. Services to be Performed by LEIGHTON CONSULTING, INC.: LEIGHTON CONSULTING, INC. shall perform consulting services ("Services") as needed by CLIENT in accordance with this Agreement and various Scope of Work Agreements, each of which shall refer to this Master Services Agreement. The Scope of Work Agreement shall detail the particular Services required at a given LOCATION for a specific task/scope. Each Scope of Work Agreement shall be numbered consecutively commencing with No. 1. Upon execution by the parties, each Scope of Work Agreement, together with this Agreement, shall constitute a separate contract.

B. Invoicing and Payment: CLIENT will pay LEIGHTON CONSULTING, INC. for performance of LEIGHTON CONSULTING, INC.'S Services, in accordance with the payment terms set forth in the Scope of Work Agreement pertaining to such Services. LEIGHTON CONSULTING, INC.'S fee schedules are revised annually. The Schedule in effect at the time the Services are performed shall apply to the Services.

LEIGHTON CONSULTING, INC. shall invoice CLIENT monthly for its Services, unless another invoicing schedule is set forth in the applicable Scope of Work Agreement. In the event of a dispute over payment, Client shall pay all undisputed amounts in accordance with this Agreement. Invoices will be due upon presentation and will be past-due thirty (30) days from the date of the invoice. Should any invoice for payment remain outstanding for sixty (60) days or more, CLIENT agrees that LEIGHTON CONSULTING, INC. may suspend Services and/or demand prepayment of fees at LEIGHTON CONSULTING, INC.'S option. CLIENT agrees to pay a service charge of one and one-half (1-1/2) percent per month, compounded monthly from the past due date of the invoice, on past-due accounts, not to exceed limits set by any applicable usury laws. In the event that it becomes necessary for LEIGHTON CONSULTING, INC. to commence action to force payment of invoices, LEIGHTON CONSULTING, INC. shall be entitled to reasonable collection costs.

If at any time LEIGHTON CONSULTING, INC. or its officers or employees should be required or requested to give expert witness testimony or otherwise participate in a judicial or administrative proceeding involving the CLIENT or concerning matters in any way related to the Services under any Scope of Work Agreement, CLIENT agrees that such activities shall be deemed part of the Scope of Work Agreement.

C. Warranty: LEIGHTON CONSULTING, INC. shall perform its Services in accordance with the standards of care and diligence normally practiced by members of the profession performing professional consulting services of a similar nature. If, during the one (1) year period following completion or termination of Services, whichever is earlier, under the applicable Scope of Work Agreement, it is shown that there is an error in the Services as a result of LEIGHTON CONSULTING, INC.'s failure to perform the Services in accordance with the above standard, and CLIENT has notified LEIGHTON CONSULTING, INC. in writing of the error within such one year period, LEIGHTON CONSULTING, INC. shall re-perform, at no cost to CLIENT, such corrective Services within the original Scope of Work Agreement, as may be necessary to remedy such error and to conform the Services to the above stated standard.

EXCEPT AS EXPRESSLY STATED ABOVE, LEIGHTON CONSULTING, INC. MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED, CONCERNING ANY OF THE MATERIALS OR SERVICES WHICH MAY BE FURNISHED PURSUANT TO THIS AGREEMENT.

LEIGHTON CONSULTING, INC. shall, for the protection of CLIENT, demand available warranties, indemnities and guaranties with respect to machinery, equipment, materials and services from all vendors and subcontractors with whom LEIGHTON CONSULTING, INC. contracts, and shall render all reasonable assistance to CLIENT for the purpose of enforcing the same.

TECHNICAL LIMITATIONS:

LEIGHTON CONSULTING, INC.'s Services are based solely on the investigations described in the Scope of Work Agreement, which was established after consultation between the parties. Client agrees that it is unreasonable to expect to completely evaluate subsurface conditions even after the most comprehensive exploratory program reasonably possible. Further, site conditions change frequently due to the passage of time, human activities and climatic conditions. Uncertainties are therefore inherent in the nature of LEIGHTON CONSULTING, INC.'S Services and impossible to avoid. CLIENT acknowledges that the identification of geotechnical conditions and the prediction of future or concealed conditions is an inexact scientific endeavor. The state of the art of geotechnical practice is such that LEIGHTON CONSULTING, INC. cannot guarantee that its recommendations will prove adequate on this project and the client assumes the risk of any such failure, except as provided in this Agreement. Anything herein to the contrary notwithstanding, LEIGHTON CONSULTING, INC. shall not be alleged to be negligent, nor shall LEIGHTON CONSULTING, INC. be liable under this Agreement or otherwise for occurrences occasioned by performance of Services performed in accordance with standards of care and diligence utilized by those performing similar services at the time and in the general vicinity in which the Services are performed.

**THIS CONTRACT CONTAINS SPECIFIC LIMITATIONS
OF LIABILITY.**

D. Indemnity: LEIGHTON CONSULTING, INC. shall release, indemnify and hold CLIENT harmless from and against any and all claims, demands, losses, expenses and causes of action resulting from or arising out of (a) failure of LEIGHTON CONSULTING, INC. to comply in material respects with federal, state and local laws and regulations applicable to the Services; (b) material breach by LEIGHTON CONSULTING, INC. of LEIGHTON CONSULTING, INC.'s warranties in this Agreement; (c) bodily injury or death of persons, or damage to or destruction of property to the extent that the same results from the negligence or willful misconduct of LEIGHTON CONSULTING, INC., its employees, officers or agents while engaged in the performance of the Services.

E. Limitations: For any errors, omissions or other acts, including any damages based in contract, tort or other causes of action, LEIGHTON CONSULTING, INC.'S liability, including that of its employees, agents, and officers shall not exceed amounts recovered under the scope and limits of LEIGHTON CONSULTING, INC.'S insurance, described in F below, plus LEIGHTON CONSULTING, INC.'s warranty obligation, as stated in C, above.

F. Insurance: Commencing with performance of the Services, and for the entire term of this Agreement, LEIGHTON CONSULTING, INC. shall maintain the following insurance, and shall, upon the request of CLIENT, furnish copies of insurance certificates evidencing the following coverage:

Type and Limits:

Worker's Compensation: California statutory limits

Employer's Liability: \$1,000,000 per occurrence

Commercial Liability Insurance: Commercial liability insurance including Contractual Liability, Property Damage, Bodily Injury and Death and Automobile Liability, \$1,000,000 combined single limit, \$1,000,000 annual aggregate

CLIENT may be named as an additional insured on the Commercial liability policy, with respect to LEIGHTON CONSULTING, INC.'S performance of this Agreement. CLIENT shall be provided with thirty (30) days written notice before cancellation of or any material change in such insurance.

G. Changes: In the event CLIENT desires to make changes in the Services and so notifies LEIGHTON CONSULTING, INC., LEIGHTON CONSULTING, INC. will perform such changes and additional work pursuant to the terms, conditions and pricing of this Agreement and the applicable Scope of Work Agreement. CLIENT acknowledges that the individual signing this Agreement on its behalf, or any authorized representative of CLIENT, may amend or change any Scope of Work Agreement.

H. Termination: Either party may, prior to completion and with or without cause, terminate the Services under any or all Scopes of Work at any time upon five (5) working days' written notice to the other. In event that CLIENT terminates this

Agreement without cause, LEIGHTON CONSULTING, INC. shall be paid for Services performed to the date of termination plus non-cancelable commitments entered into prior to LEIGHTON CONSULTING, INC.'S receipt of notice of termination, and actual, reasonable, termination costs.

I. Term: The term of this Agreement is one year from its effective date; however, this Agreement shall automatically be renewed for consecutive one-year terms unless terminated by either party. Termination shall not affect the rights, obligations and remedies of the parties.

This Agreement, with attachments, Scope of Work Agreement(s) and any attachments thereto, constitute the complete Agreement of the parties. No other representations of any kind, oral or otherwise, have been made. If CLIENT elects to utilize a purchase order or other form as a convenience, for billing purposes or in accordance with its customary practice, LEIGHTON CONSULTING, INC. will refer to the same in invoices or correspondence, with the understanding that this Agreement supersedes all inconsistent terms.

This Agreement shall be governed by the laws of the State of California. Any arbitration or litigation arising from this Agreement shall take place in Los Angeles County, California.

SECTION II: GENERAL PROVISIONS

A. Severability: If any provision of this Agreement is finally determined to be contrary to, prohibited by, or invalid under applicable laws or regulations, such provision will be renegotiated to give effect to the intent of the parties to the maximum possible extent. Such determination and renegotiation shall not affect or invalidate the remaining provisions of this Agreement

B. Use of Reports or Services: LEIGHTON CONSULTING, INC.'s opinions, reports or Services may not be utilized in prospectuses, proxy solicitations, loan applications, or other documents or transactions reasonably expected to influence investment decisions without LEIGHTON CONSULTING, INC.'s prior written consent.

C. No Third Party Rights: Nothing contained in or relating to the formation of this Agreement is intended to make any person or entity who is not a signatory to the Agreement a third party beneficiary. No one other than CLIENT shall be entitled to use and rely on the opinions, Services or reports produced hereunder.

D. Execution and Counterparts: This Agreement and any Scope of Work Agreement may be executed and delivered in two or more counterparts and by each party hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original and both of which taken together shall constitute but one and the same instrument.

E. Remedies: Neither party shall be held liable for indirect or consequential damages of any nature whatsoever, howsoever arising. The obligations, responsibilities, warranties and liabilities of the parties with respect to the Services shall be solely those expressly set forth in this Agreement. Remedies and limitations on liability shall apply regardless of whether an action is brought in contract, or is based on either party's negligence, strict liability or another theory of law. The limitations stated in this Agreement extend collectively to the parties' partners, joint venturers, licensors, insurers and affiliates. CLIENT and LEIGHTON CONSULTING, INC. agree that any legal action with respect to the Services to be done under this agreement shall be brought solely against the parties, and not against affiliated companies, individual officers, employees or former employees of the parties. All legal actions by either party against the other for breach of this Agreement, or for the failure to perform in accordance with the applicable standard of care, however framed, that are essentially based upon such breach or failure shall be barred two (2) years from the time claimant knew or should have known of its right to make a claim, but, in any event, not later than four (4) years from substantial completion of the Services.

F. Confidentiality: LEIGHTON CONSULTING, INC. agrees to hold in confidence and not to use or disclose to any third-party without the written consent of CLIENT any and all information relating directly to the Services provided, except as required by law or regulation, or as needed to carry out work under this Agreement. This obligation of confidentiality shall expire five (5) years after completion or termination of the Services under the applicable Scope of Work Agreement, and shall not apply to: (a) information in LEIGHTON CONSULTING, INC.'s possession or known to LEIGHTON CONSULTING, INC. prior to its receipt in connection with this Agreement or the Services; (b) information independently developed by LEIGHTON CONSULTING, INC. at no cost to CLIENT and without the use of CLIENT's confidential information; (c) information which is or becomes public knowledge through no fault of LEIGHTON CONSULTING, INC.; (d) information which is or becomes available on an unrestricted basis from a third party which LEIGHTON CONSULTING, INC. has no reason to believe has an obligation of confidentiality.

G. Ownership of Records: Subject to Paragraph "F." above, all reports, logs, field data, field notes, laboratory test data, calculations, estimates and other documents prepared by LEIGHTON CONSULTING, INC. under this Agreement shall remain the property of CLIENT. LEIGHTON CONSULTING, INC. shall be entitled to maintain file copies, subject to LEIGHTON CONSULTING, INC.'s confidentiality agreement set forth in Paragraph "F" above. CLIENT recognizes that LEIGHTON CONSULTING, INC.'s reports and opinions will be prepared specifically for and in connection with the Services performed for the particular LOCATION and task/scope. CLIENT shall not, except with LEIGHTON CONSULTING, INC.'s prior written consent, utilize the same on other projects. Inventions or software conceived or developed by employees of LEIGHTON CONSULTING, INC. in the course of the Services shall belong exclusively to LEIGHTON CONSULTING, INC..

H. Force Majeure: Unless otherwise specified in this Agreement, LEIGHTON CONSULTING, INC. shall be obligated to perform its Services within a reasonable period of time. Schedules are estimates only. LEIGHTON CONSULTING, INC. shall not be responsible for delays in the completion of the Services if such delays are created by reason of any

unforeseen cause or causes beyond LEIGHTON CONSULTING, INC.'s reasonable control, including, but not restricted to acts of God or the public enemy, acts or delays of governmental or regulatory bodies, acts or delays of other contractors or CLIENT, fire, floods, epidemics, riots, quarantine restrictions, strikes, civil insurrections, freight embargoes, and unusually severe weather. In the event of delay due to any such cause, LEIGHTON CONSULTING, INC. shall be paid by CLIENT only for actual out of pocket costs occasioned by such delay, including standby costs, as if the same had been included in the Scope of Work Agreement.

I. Compliance: LEIGHTON CONSULTING, INC. agrees to perform its Services in accordance with all applicable laws and regulations which are in force and effect at the time of performance.

J. Information Obtained from Others: The parties agree that LEIGHTON CONSULTING, INC. will be supplied with certain information and/or data by CLIENT and/or others, and that LEIGHTON CONSULTING, INC. will rely on same. LEIGHTON CONSULTING, INC. shall not be responsible for verifying the accuracy of such information, unless the applicable Scope of Work Agreement provides for verification by LEIGHTON CONSULTING, INC..

K. Provision of Information: CLIENT shall immediately notify LEIGHTON CONSULTING, INC. in writing of any data, information or knowledge in the possession of or known to CLIENT relating or relevant to performance of the Services, including information relating to the actual or possible presence of hazardous materials. CLIENT recognizes that new information may require revision of LEIGHTON CONSULTING, INC.'s opinions or analyses.

L. Timely Review and Comment: CLIENT shall promptly review all documents, reports, data and recommendations submitted by LEIGHTON CONSULTING, INC. and shall communicate with LEIGHTON CONSULTING, INC. concerning such reviews to avoid delay in the performance of the Services.

M. Headings and Construction: Article and paragraph headings used herein are for the convenience of reference only and shall not affect the construction of any provision of this Agreement. Neither party hereto nor its respective counsel shall be deemed the drafter of this Agreement for purposes of construing the provisions hereof. The language in all parts of this Agreement shall in all cases be construed according to its fair meaning and not strictly for or against any party hereto.

N. Independent Contractor: LEIGHTON CONSULTING, INC. shall perform services as an independent contractor and not an employee or agent of CLIENT.

O. Notices: Any and all notices and other communications hereunder shall be in writing and be deemed received when delivered, or forty-eight (48) hours after being mailed, via certified or registered mail, return receipt requested, postage prepaid, to the respective addresses set forth in the applicable Scope of Work Agreement, or to such other addresses as either of the parties hereto may from time to time designate in writing to the other party.

SECTION III: FIELD WORK TERMS

A. Access: CLIENT warrants that it has or will obtain, timely access for LEIGHTON CONSULTING, INC. to all necessary areas of the LOCATION and any other property necessary for the performance of the Services.

B. Site Characteristics and Hazards: CLIENT will provide LEIGHTON CONSULTING, INC. with and LEIGHTON CONSULTING, INC. can rely on all relevant information available concerning the LOCATION, including, without limitation, any past or present uses, site and facility diagrams, facts concerning previous conditions or incidents which could affect the Services or LEIGHTON CONSULTING, INC.'s opinions; prior studies and assessments and compliance issues.

C. Repairs, Cleanup and Field Corrections: LEIGHTON CONSULTING, INC. will use all reasonable care to minimize damage to the LOCATION and other properties, but has included only customary site cleanup in the Scope of Work Agreement. CLIENT is responsible for identifying and locating underground structures, and agrees to defend, indemnify and hold LEIGHTON CONSULTING, INC. harmless from and against all liability, losses or costs resulting from damage to or destruction of underground structures not properly located and marked. CLIENT recognizes that performance of the Services may result in the necessity of some repairs, extra cleanup or field corrections and agrees to compensate LEIGHTON CONSULTING, INC. for the same as if it were included in the Scope of Work Agreement.

D. Safety Equipment and Samples: If special safety equipment is required to protect personnel, such equipment will be purchased at the CLIENT's expense. Upon completion of the Services, all such equipment shall remain CLIENT's property and shall be returned to CLIENT for proper disposal. All samples taken, including contaminated materials and decontamination fluids, shall remain the property of the CLIENT and shall be returned to the CLIENT at the conclusion of the project for proper disposal by the CLIENT.

E. Removal Materials: All materials removed from boreholes or trenches will be placed in suitable storage containers, if necessary, and left onsite. Contaminated materials will be stored separately from non-contaminated materials, if this determination can be made with appropriate

field equipment. An appropriate label will be attached to each container identified as holding contaminated or possibly contaminated materials. Proper disposal of the containers and their contents is the sole responsibility of the CLIENT.

F. Groundwater: All groundwater removed from a monitoring well will be stored in containers on site. An appropriate label will be attached to each container. Following chemical analysis of a sample from the monitoring well or container, LEIGHTON CONSULTING, INC. will notify the CLIENT of analyses results. Proper disposal of containers and contents is the sole responsibility of the CLIENT.

G. Standby Costs: CLIENT shall pay LEIGHTON CONSULTING, INC. the standby rate set forth in the Scope of Work Agreement for field personnel and for drilling equipment in the event of stoppage of work in the field due to: (1) request by CLIENT, or (2) governmental agency order, or (3) unreported or unanticipated conditions at the site which, in the sole opinion of LEIGHTON CONSULTING, INC., constitute a hazard to personnel and/or equipment in the performance of the investigation.

H. Waste Removal and Disposal: CLIENT shall be solely responsible for the selection of disposal sites, removal, transportation, handling, management, packaging, labelling, storage, treatment, labeling, manifesting and disposal of any waste or hazardous materials, including samples produced or encountered in the performance of the Services as well as all associated documentation connected therewith. LEIGHTON CONSULTING, INC. shall follow CLIENT's instructions with respect to such waste, and shall assist CLIENT as specified in the Scope of Work Agreement.

I. Hazardous Substances or Conditions: CLIENT agrees to advise LEIGHTON CONSULTING, INC. in writing if any Services are to be performed in an area where hazardous or toxic substances or conditions may or are likely to be encountered. CLIENT further agrees that, if such substances or conditions are encountered, such event shall constitute a changed condition necessitating a revision to the Scope of Work Agreement to include all necessary additional Services and to resolve all health and safety concerns posed by such substances or conditions, or termination of the services. CLIENT will defend, indemnify and hold LEIGHTON CONSULTING, INC. harmless from any cost, claim, liability or injury including delay, associated with discovery of unanticipated hazardous materials on any disclosure of any such materials required by law or regulation.

IN WITNESS WHEREOF, the parties have executed this Agreement effective on the date first written above.

LEIGHTON CONSULTING, INC.

Thomas C. Benson, Jr., President and CEO

Date July 9, 2014

RRM Design Group (CLIENT)

By (Signature)

Please type or clearly print name and title

Date: _____



Leighton

2014 PROFESSIONAL FEE SCHEDULE

CLASSIFICATION	\$/HR	CLASSIFICATION	\$/HR
Project Administrator /Word Processor	72	Deputy Grading Inspector	117
Dispatcher	72	Field/Laboratory Supervisor	117
Technician I	76	GIS Specialist	117
Technician II / Special Inspector	81	Staff Engineer/Geologist/Scientist	117
Senior Technician / Inspector	85	Senior Staff Engineer/Geologist/Scientist	130
Information Specialist	99	Operations/Laboratory Manager	148
Prevailing Wage (Building / Construction Inspector) *	112	Project Engineer/Geologist/Scientist	148
Prevailing Wage (Field Soils Tester) *	112	Senior Project Engineer/Geologist/Scientist	171
System Operation & Maintenance Specialist	117	Associate	189
CAD Operator	103	Principal	202
		Senior Principal	243

* See Prevailing Wages in Terms and Conditions

GEOTECHNICAL LABORATORY TESTING

METHOD	\$/TEST	METHOD	\$/TEST
CLASSIFICATION & INDEX PROPERTIES		PAVEMENT SUBGRADE TESTS	
Photograph of sample	10	California bearing ratio (ASTM D 1883)	
Moisture content (ASTM D 2216)	20	- 3 point	500
Moisture & density (ASTM D 2937) ring samples	30	- 1 point	185
Moisture & density (ASTM D 2937) Shelby tube or cutting	40	R-Value (CTM 301) untreated	310
Atterberg limits (ASTM D 4318) 3 points:	150	R-Value (CTM 301) lime or cement treated soils	340
- Single point, non-plastic	85		
- Organic soils (ASTM D 2487 / 4318)	180		
- Visual classification as non-plastic (ASTM D 2488)	10	SOIL CHEMISTRY & CORROSIVITY	
Particle size		pH Method A (ASTM 4972 or CTM 643)	45
- Sieve only 1½" to #200, (ASTM D 6913/CTM 202)	135	Electrical resistivity – single point – as received moisture	45
- Large sieve 6" to #200 (ASTM D 6913/CTM 202)	175	Minimum resistivity 3 moisture content points	90
- Hydrometer only (ASTM D 422)	110	(ASTM G 187/CTM 643)	
- Sieve + hydrometer (≤3" sieve, ASTM D 422)	185	pH + minimum resistivity (CTM 643)	130
- Percent passing #200 sieve, wash only (ASTM D 1140)	70	Sulfate content - gravimetric (CTM 417 B Part II)	70
Specific gravity-fine (passing #4, ASTM D 854/CTM 207)	125	Sulfate screen (Hach ®)	30
Specific gravity-coarse (ASTM C 127/CTM 206) > #4	100	Chloride content (AASHTO T291/CTM 422)	70
- Total porosity - on Shelby tube sample	165	Corrosion suite: minimum resistivity, sulfate, chloride, pH (CTM 643)	245
(calculated from density & specific gravity)		Organic matter content (ASTM 2974)	65
- Total porosity - on other sample	155		
Shrinkage limits (wax method, ASTM D 4943)	126	SHEAR STRENGTH	
Pinhole dispersion (ASTM D 4647)	210	Pocket penetrometer	15
Dispersive characteristics of clay	90	Direct shear (ASTM D 3080, mod., 3 points)	
(double hydrometer ASTM D 4221)		- Consolidated undrained - 0.05 inch/min (CU)	285
As-received moisture & density (chunk/carved samples)	60	- Consolidated drained - <0.05 inch/min (CD)	345
Sand Equivalent (SE - ASTM D 2419/CTM 217)	105	- Residual shear EM 1110-2-1906-IXA	50
		(price per each additional pass after shear)	
COMPACTION		Remolding or hand trimming of specimens (3 points)	90
Standard proctor compaction, (ASTM D 698) 4 points:		Oriented or block hand trimming (per hour)	65
- 4 inch diameter mold (Methods A & B)	180	Single point shear	105
- 6 inch diameter mold (Method C)	215	Torsional shear (ASTM D 6467 / ASTM D 7608)	820
Modified proctor compaction (ASTM D 1557) 4 points			
- 4 inch diameter mold (Methods A & B)	220	CONSOLIDATION & EXPANSION/SWELL TESTS	
- 6 inch diameter mold (Method C)	245	Consolidation (ASTM D 2435)	195
Check point (per point)	65	- Each additional time curve	45
Relative compaction of untreated & treated soils & aggregates (CTM 216)	250	- Each additional load/unload w/o time reading	40
Relative density (0.1 ft ³ mold, ASTM D 4253, D 4254)	235	Expansion index (ASTM D 4829)	130
		Swell/collapse – Method A	290
		(ASTM D 4546-A, up to 10 load/unloads w/o time curves)	

METHOD	\$/TEST	METHOD	\$/TEST
Single load swell/collapse - Method B (ASTM D 4546-B, seat, load & inundate only)	105		
TRIAxIAL TESTS			
Unconfined compression strength of cohesive soil (with stress/strain plot, ASTM D 2166)	135		
Unconsolidated undrained triaxial compression test on cohesive soils (USACE Q test, ASTM D 2850, per confining stress)	170		
Consolidated undrained triaxial compression test for cohesive soils, with back pressure saturation & pore water pressure measurement (ASTM D 4767, CU, USACE R-bar test per confining stress)	375		
Consolidated drained triaxial compression test, with volume change measurement (CD, USACE S test) Price per soil type below EM 1110-2-1906(X):			
- Sand or silty sand soils (per confining stress)	375		
- Silt or clayey sand soils (per confining stress)	500		
- Clay soils (per confining stress)	705		
- Three-stage triaxial (sand or silty sand soils)	655		
- Three-stage triaxial (silt or clayey sand soils)	875		
- Three-stage triaxial (clay soils)	1,235		
Remolding of test specimens	65		
		HYDRAULIC CONDUCTIVITY TESTS	
		Triaxial permeability in flexible-wall permeameter with backpressure saturation at one effective stress (EPA 9100/ASTM D 5084, falling head Method C)	310
		- Each additional effective stress	120
		- Hand trimming of soil samples for horizontal K	60
		Remolding of test specimens	65
		Permeability of granular soils (ASTM D 2434)	135
		SOIL-CEMENT	
		Moisture-density curve for soil-cement mixtures (ASTM D 558)	240
		Wet-dry durability of soil-cement mixtures (ASTM D 559) ¹	1,205
		Compressive strength of molded soil-cement cylinders (ASTM D 1633) per cylinder ¹	60
		Soil-cement remolded specimen (for shear strength, consolidation, etc.) ¹	235
		¹ Compaction (ASTM D 558 maximum density) should also be performed - not included in above price	

CONSTRUCTION MATERIALS LABORATORY TESTING

SAMPLE TRANSPORT	\$/TRIP	METHOD	\$/TEST
Pick-up & delivery - (weekdays, per trip, <50 mile radius from Leighton office)	85	Theoretical maximum density and specific gravity of HMA (CTM 309)	130
METHOD	\$/TEST	Thickness or height of compacted bituminous paving mixture specimens (ASTM D 3549)	40
CONCRETE STRENGTH CHARACTERISTICS		Rubberized asphalt (add to above rates)	+25%
Concrete cylinders compression (ASTM C 39) (6" x 12")	25	AGGREGATE PROPERTIES	
Compression, concrete or masonry cores (testing only) ≤6" diameter (ASTM C 42)	40	Sieve analysis	135
Trimming concrete cores (per core)	20	- fine & coarse aggregate (ASTM C 136/ CTM 202)	
Flexural strength of concrete (simple beam with 3rd pt. loading, ASTM C 78/CTM 523)	85	- with finer than #200 wash (ASTM C117)	
Flexural strength of concrete (simple beam w/ center pt. loading, ASTM C 293/CTM 523)	85	LA Rattler-smaller coarse aggregate <1.5" (ASTM C 131)	200
Non-shrink grout cubes (2-inch-square, 3 cubes, ASTM C 109/C 1107)	25	LA Rattler-larger coarse aggregate 1-3" (ASTM C 535)	250
Drying shrinkage (four readings, up to 90 days, 3 bars, ASTM C 157)	400	Durability index (CTM 229)	200
ASPHALT CONCRETE (HMA)		Cleanness value of coarse aggregate (CTM 227)	210
Extraction by ignition oven, percent asphalt (ASTM D 6307/CTM 382)	150	Unit weight of aggregate (CTM 212)	50
Ignition oven correction/correlation values	quote	Soundness magnesium (ASTM C 88)	225
Extraction by centrifuge, percent asphalt (ASTM D 2172)	150	Soundness sodium	650
Gradation of extracted aggregate (ASTM D 5444/CTM 202)	135	Uncompacted void content - fine aggregate (CTM 234)	130
Stabilometer value (CTM 366)	265	Flat & elongated particles in coarse aggregate (CTM 235)	215
Bituminous mixture preparation (CTM 304)	80	Percent of crushed particles (CTM 205)	135
Moisture content of asphalt (CTM 370)	60	Organic impurities in concrete sand (CTM 213)	60
Bulk specific gravity - molded specimen or cores (ASTM D 1188/ CTM 308)	55	Specific gravity - coarse aggregate (CTM 206)	100
Maximum density - Hveem (CTM 308)	200	Specific gravity - fine aggregate (CTM 207)	125
		Apparent specific gravity of fine aggregate (CTM 208)	130
		Moisture content of aggregates by oven drying (CTM 226)	40
		Clay lumps, friable particles (ASTM C 142)	175

METHOD	\$/TEST	METHOD	\$/TEST
MASONRY		SLAB-ON-GRADE MOISTURE EMISSION KIT	
Mortar cylinders (2" by 4", ASTM C 780)	25	Moisture test kit (excludes labor to perform test, ASTM E 1907)	60
Grout prisms (3" by 6", ASTM C 1019)	25	REINFORCING STEEL	
Masonry cores compression, ≤6" diameter (testing only, ASTM C 42)	40	Rebar tensile test, up to No. 10 (ASTM A 370)	45
CMU compression to size 8" x 8" x 16" (3 required, ASTM C 140)	45	Rebar tensile test, No. 11 & over (ASTM A 370)	100
CMU moisture content, absorption & unit weight (6 required, ASTM C 140)	40	Rebar bend test, up to No. 11 (ASTM A 370)	45
CMU linear drying shrinkage (ASTM C 426)	175	STEEL	
CMU grouted prisms (compression test ≤8" x 8" x 16", ASTM E 447 C 1314)	180	Tensile strength, ≤100,000 pounds axial load (ASTM A 370)	45
CMU grouted prisms (compression test > 8" x 8" x 16", ASTM E 447 C 1314)	250	Prestressing wire, tension (ASTM A 416)	150
Masonry core-shear, Title 24 (test only)	70	Sample preparation (cutting)	50
BRICK		SPRAY APPLIED FIREPROOFING	
Compression (cost for each, 5 required, ASTM C 67)	40	Unit weight (Density, ASTM E 605)	60

EQUIPMENT, SUPPLIES & MATERIALS

	\$/UNIT		\$/UNIT
1/4" Grab plates	5 each	Magnahelic gauge	15 day
1/4" Tubing (bonded)	0.55 foot	Manometer	25 day
1/4" Tubing (single)	0.35 foot	Mileage	0.56 mile
3/8" Tubing, clear vinyl	0.55 foot	Nitrile gloves	20 pair
4-Gas meter (RKI Eagle or similar)	120 day	Nuclear moisture and density gauge	88 day
Air flow meter and purge pump (200 cc/min)	50 day	Pachometer	25 day
Box of 10 soil drive-sample rings	25 day	pH/Conductivity/Temperature meter	55 day
Brass sample tubes	10 each	Photo-Ionization Detector (PID)	110 day
Caution tape (1000-foot roll)	20 each	Pump, Typhoon 2 or 4 stage	50 day
Combination lock or padlock	11 each	QED bladder pump w/QED control box	160 day
Compressed air tank and regulator	50 day	Resistivity field meter & pins	50 day
Concrete coring machine (6-inch-dia)	150 day	Slip/threaded cap (2-inch or 4-inch diameter) PVC Schedule 40	15 each
Consumables (gloves, rope, soap, tape, etc.)	35 day	Slope inclinometer	50 day
Core sample boxes	11 each	Soil sampling T-handle (Encore)	10 day
Crack monitor	25 each	Soil sampling tripod	35 day
Cutoff saws, reciprocating, electric (saws all)	75 day	Stainless steel bailer	40 day
Disposable bailers	12 each	Submersible pump, 10 gpm, high powered Grundfos 2-inch with controller	160 day
Disposable bladders	10 each	Submersible pump/transfer pump 10-25 gpm	50 day
Dissolved oxygen meter	45 day	Survey/fence stakes	8 each
DOT 55-gallon containment drum with lid	65 each	Tedlar® bags	18 each
Double-ring infiltrometer	125 day	Traffic cones (≤25)/barricades (single lane)	50 day
Dual-stage interface probe	80 day	Turbidity meter	70 day
GEM 2000	130 day	Tyvek® suit (each)	18 each
Generator, portable gasoline fueled (3,500 watts)	90 day	Vapor sampling box	45 day
Global Positioning System (GPS)	80 day	Vehicle usage	10 -20 hour
Hand auger set	90 day	VelociCalc	35 day
HDPE safety fence (≤100 feet)	40 roll	Visqueen (20' x 100')	100 roll
Horiba U-51 water quality meter	135 day	Water level indicator (electronic well sounder) <300 feet deep well	60 day
In-situ level troll 500 (each)	90 day	Well service truck usage	200 day
In-situ troll 9500, low flow water sampling	150 day		
Lockable equipment box	15 day		

Other specialized geotechnical and environmental testing & monitoring equipment are available, and priced per site

TERMS & CONDITIONS

- **Expiration:** For all classifications except those subject to prevailing wage, this fee schedule is effective through December 31, 2014 after which remaining work will be billed at then-current rates.
- **Proposal Expiration:** Proposals are valid for at least 30 days, subject to change after 30 days; unless otherwise stated in the attached proposal.
- **Prevailing Wages:** Our fees for prevailing wage work are subject to change at any time based upon the project advertised date, and changes in California prevailing wage laws or wage rates. Prevailing wage time accrued will include portal to portal travel time.
- **Overtime:** Overtime for field personnel will be charged at 1.5 times basic hourly rates when exceeding 8 hours up to 12 hours per 24 hour interval, and 2 times basic hourly rates when exceeding 12 hours in 24 hours or on Sunday, and 3 times basic hourly rates on California official holidays.
- **Expert Witness Time:** Expert witness deposition and testimony will be charged at 2 times hourly rates listed on the previous pages, with a minimum charge of four hours per day.
- **Minimum Field Hourly Charges:** For Field Technician Special Inspectors or Material Testing Services:
 - 4 hours: Cancellation of inspections not canceled by 4:00 p.m. on preceding day (No charge if cancellation is made before 4:00 p.m. of the preceding work day.)
 - 8 hours: Over 4-hour working day, or begins before noon and extends into afternoon
- **Outside Direct Costs:** Heavy equipment, subcontractor fees and expenses, project-specific permits and/or licenses, project-specific supplemental insurance, travel, subsistence, project-specific parking charges, shipping, reproduction, and other reimbursable expenses will be invoiced at cost plus 20%, unless billed directly to and paid by client.
- **Insurance & Limitation of Liability:** These rates are predicated on standard insurance coverage and a limit of Leighton's liability equal to our total fees for a given project.
- **Invoicing:** Invoices are rendered monthly, payable upon receipt in United States dollars. A service charge of 1½-percent per month will be charged for late payment.
- **Client Disclosures:** Client agrees to provide all information in Client's possession about actual or possible presence of buried utilities and hazardous materials on the project site, prior to fieldwork, and agrees to reimburse Leighton for all costs related to unanticipated discovery of utilities and/or hazardous materials. Client is also responsible for providing safe and legal access to the project site for all Leighton field personnel.
- **Earth Material Samples:** Quoted testing unit rates are for soil and/or rock (earth) samples free of hazardous materials. Additional costs will accrue beyond these standard testing unit rates for handling, testing and/or disposing of soil and/or rock containing hazardous materials. Hazardous materials will be returned to the site or the site owner's designated representative at additional cost not included in listed unit rates. Standard turn-around time for geotechnical-laboratory test results is 10 working days. Samples will be stored for 2 months, after which they will be discarded. Prior documented notification is required if samples need to be stored for a longer time. A monthly storage fee of \$10 per bag and \$5 per sleeve or tube will be applied. Quoted unit rates are only for earth materials sampled in the United States. There may be additional cost for handling imported samples.
- **Construction Material Samples:** After all designated 28-day breaks for a given sample set meet specified compressive or other client-designated strength, all "hold" cylinders or specimens will be automatically disposed of, unless specified in writing prior to the 28-day break. All other construction materials will be disposed of after completion of testing and reporting.



RSSE
Structural Engineers Inc.
22391 Gilberto
Suite E
Rancho Santa Margarita
CA 92688
949.461.7007

June 27, 2014

Ms. Candice Wong
RRM Design Group
232 Avenida Fabricante, Ste. 112
San Clemente, CA 92672

Project: **Oceanside Beach Restrooms**
Oceanside, CA
Bidding and Construction Support Phase
RSSE Proposal No. 14107R1

Dear Candice:

Thank you for the opportunity to submit this *revised* structural engineering services proposal for the construction support services phase for the subject project.

Scope of Project

The scope of this project includes three new single story beach restroom buildings as described in our structural construction documents previously completed, for the Breakwater, Sportfisher, and Tyson sites.

Scope of Structural Engineering Services

Bidding and Construction Support

- During the bidding phase, assist the Architect and General Contractor in interpreting and clarifying the drawings and specifications prepared by RSSE.
- Perform site visits on a periodic basis as dictated by ongoing construction, and as determined to be appropriate by RSSE. The frequency of visits shall not necessarily correspond to the Architect's contractual commitment to the owner. Site visit reports will be prepared as necessary. Up to five (5) total construction phase site visits are included for all three buildings. ***It is assumed that construction will be simultaneous for all three buildings.*** Site visits beyond five will be considered as additional services.
- Review structural shop drawings and other specified submittals for items designed by RSSE. Submittals that must be reviewed more than twice will be reviewed as an Additional Service. One reproducible copy of submittals will be returned. ***We have assumed that submittals for all three buildings will be the same and will be prepared and submitted by the same contractor at the same time.***
- Review shop drawings for miscellaneous metal items designed by others with input from RSSE. ***We have assumed that submittals for all three buildings will be the same and will be prepared and submitted by the same contractor at the same time.***
- Review testing and inspection reports, and initiate appropriate action on those reports.

Oceanside Beach Restrooms

June 27, 2014

Page 2

- Respond to a reasonable number of contractor generated Requests for Information (RFI). Up to twenty (20) RFIs total are included for all three buildings.
- Prepare Record Drawings from red-marks provided by the contractor.
- Provide one (1) post construction site visit to include all three buildings at the same time.
- Construction Support Services do not include owner or contractor initiated revisions to the documents, or multiple reviews of prefabricated or pre-engineered building element submittals. **Changes required to be made to the structural documents as a result of contractor deviation from the approved plans will be considered additional services.**

Assumptions and Exclusions

For purposes of this proposal, we have assumed the following:

1. **Construction of all three buildings is assumed to be simultaneous and constructed by the same contractor. All construction support services for all three buildings are assumed to occur simultaneously.**
2. All cad plotting, reproduction expenses, electronic file transfer or delivery, electronic scanning, and delivery/courier costs for submittals to the Architect, Owner, Building Department and/or Contractor will be reimbursable and are not included in the structural fee for services.
3. Except as stated above, additional services, which may be required, will be those listed in AIA document C141.

Structural Engineering Services Fee

We propose to provide the above stated Structural Engineering Services for the lump sum fee as follows:

- **Bidding and Construction Support:**

Bidding Support Phase	\$1,300.
Construction Support Phase	\$17,160.
Preparation of Record Drawings	\$1,500.

Time Breakdown

Bidding Support Phase:

Actual time spent to date = 10hrs. (10x\$130=\$1300)

Construction Support Phase:

Shop drawing and submittal review = 32hrs.

Site visits (5) and documentation = 40hrs.

RFI responses (20) = 60hrs.

Total = 132hrs. (132x\$130=\$17,160)

Oceanside Beach Restrooms

June 27, 2014

Page 3

Record Drawings:

Review contractor redmarks and incorporate into drawings = 15hrs.

(15x\$100=\$1500)

We propose to provide Additional Services as requested and approved by the Architect and the Owner on a labor-and-expense basis at the following rates:

- Labor rates at 2.5 times direct personnel expenses.
- Miscellaneous expenses at 1.2 times direct costs.

Direct reimbursable expenses incurred in the performance of these services as defined in this proposal shall be billed at 1.0 times direct cost.

We will bill you on a monthly basis. These invoices will include charges for percentage completion of basic structural services, and expended labor and expenses for authorized additional services. During construction, we will bill you for percentages of our basic services as they are performed, and not as the building construction is completed.

We hope you find this proposal acceptable. I am available to further discuss any refinement or adjustments in the foregoing so that an agreement for our services can be developed. If the fees and terms provided herein are acceptable, this letter can serve as an interim agreement and our authorization to proceed.

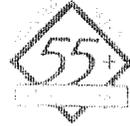
Sincerely,

RSSE
Structural Engineers Inc.



Robert D. Scheibel, S.E.
Principal

RDS/vl



STRUCTURAL, MEP, CIVIL ENGINEERING & CONSTRUCTION SERVICES

Arizona California Colorado Florida Texas Lebanon Saudi Arabia U.A.E.

REVISION 2 July 8, 2014

Mr. William Graeber
RRM Design Group
232 Avenida Fabricante, Suite 112
San Clemente, CA 92672

Project: Oceanside Five (5) Waterfront Restroom Project – Phase 2
TTG# P115994.00
CLIENT#

Re: Fee Proposal

Dear Bill:

Thank you for the opportunity to provide this fee proposal for the subject project.

Scope of Work

TTG Engineers (TTG) will provide customary basic electrical and plumbing (EP) engineering services as outlined in Article #3 of the AIA document #C401 (2007 Edition). Any services not customarily furnished in accordance with generally accepted engineering practice will be considered additional services.

Project Description: Renovation or replacement of five (5) existing waterfront restroom facilities in the City of Oceanside. Three (3) restroom facilities (Tyson, Sportsfisher, Breakwater) will be fully replaced and two (2) restrooms (Wisconsin and Pier) will be renovated.

General Scope:

ESD GE

Under Phase 1, TTG provided electrical and plumbing plans for the above mentioned sites. The electrical design included power for general use receptacles, interior lighting, building exterior lighting and coordination with SCE. The plumbing design included waste and vent and cold water system for penal type fixtures, including outdoor showers, drinking fountains and lavatories.

The Phase 2 scope includes:

- Bidding Phase – Responding to questions, preparation of electrical and plumbing related addenda items and review of substitution requests.



- Construction Administration – Submittal review, RFIs, and review of change orders.
- As-Builts: The scope includes revising electrical and plumbing drawings in picking up contractor redlines indicating actual field installation.

Fee Arrangement

1. For basic services, the Engineer's compensation shall be a lump sum of **\$23,290** plus reimbursables. Fee breakdown as follows:

Electrical = \$12,696, Plumbing = \$10,594

FEE BREAKDOWN			
Phase	Electrical	Plumbing	Total
Bid	\$972	\$718	\$1,690
CA	\$9,384	\$7,704	\$17,088
As-builts	\$2,340	\$2,172	\$4,512
Total	\$12,696	\$10,594	\$23,290

2. For additional services the Engineer's compensation shall be negotiated with the Client prior to proceeding with the Work.
3. Reimbursable expenses - See attached Schedule of Charges.
4. This fee proposal is valid for a period of 90 days from the date of this proposal. This fee proposal will be adjusted if the total project square footage or project construction cost increases.

The attached Terms & Conditions and Schedule of Charges are a part of this Agreement.

Assumptions/Exclusions

1. Multiple bid packages are not included in the scope and fee.
2. Phasing of construction is not included in the scope or fee.
3. Value engineering is not included in scope and fee.
4. Preparation of alternate bid packages is not included in the scope and fee.
5. Redesign services, if project is over budget and/or if floor plan changes are made after approval/completion of design development, will be performed for an additional service fee.



6. The total quantity of meetings, construction observation, site visits, and final punch visits included in the scope and fee during the bidding and construction phase shall be limited to three (3) total per discipline.
7. **Suspension of Work:** Upon delivery of a written notice by client to suspend services, TTG will immediately suspend performance of its services in the manner and for the duration directed by client in said notice. TTG shall take reasonable steps to preserve any deliverables or services in progress at the time of suspension. Upon written notice that the suspension has been canceled, if the suspension period was less than sixty (60) calendar days, TTG shall be entitled to an equitable adjustment to the schedule only. However, if the suspension period was more than sixty (60) calendar days, TTG shall be entitled to an equitable adjustment to the schedule and the fee.
8. **Extension of the Duration of Design and Construction Period:** TTG's design and construction phase services fee is predicated upon the duration of design and construction stated by client at the time of proposal preparation. Should the actual duration of design construction phases extend beyond the stated period, TTG shall be entitled to an adjustment to its design and construction phase services fee by an amount equal to the average fees required for services during the immediate past three months of construction.

Offered by:

Vicky Reyes 7/8/14
Signature Date

Vicky Reyes, Senior Associate
TTG ENGINEERS

Accepted by:

Signature Date

RRM DESIGN GROUP

Cc:



2014
SCHEDULE OF CHARGES FOR
ENGINEERING SERVICES

The fee for our services will be based on the charges listed below. All fee quotations are applicable for a period of 90 days from the date of the proposal to which this schedule is attached. We reserve the right to modify these rates upon 30 days advance notice.

PERSONNEL HOURLY RATES

Principal.....	\$212	Designer	\$128
Project Manager.....	\$185	CADD Operator	\$ 92
Project/Senior Engineer	\$170	Construction Administrator	\$145
Engineer	\$145	Word Processor/Clerical	\$ 72

These rates apply to regular time and travel time in the continental United States. A maximum travel time of eight hours will be charged in any day. Overtime, if required in the interest of the project, will be charged at the above rates for professional personnel and at 1.5 times the above rates for other personnel. Overtime will apply to time in excess of forty hours per week and all time on Saturdays, Sundays, and holidays. In the event of adverse weather conditions or other factors beyond our control, a standby charge of four hours per weekday will be made for field personnel. Reimbursable expenses are in addition to personnel rates. Reimbursables will be billed at cost except as noted below.

MISCELLANEOUS CHARGES

Passenger Car	\$0.55/mile with minimum of	\$ 35/day
Plotting (except for in-house use).....	\$3.50/sheet	Photo Copy..... \$ 0.15/page

ANNUAL ADJUSTMENT

These rates will be adjusted annually effective the beginning of each year.

INSURANCE

TTG Engineers maintains Professional Liability Insurance with a limit of \$5,000,000 per occurrence and \$6,000,000 aggregate as well as General Liability Insurance with an aggregate limit of \$2,000,000 and will furnish certificates of such insurance upon request. In the event the client desires additional coverage, we will, upon the client's written request, obtain additional insurance at the client's expense.



STANDARD TERMS AND CONDITIONS

The following Terms and Conditions are part of the Client's agreement with TTG Engineers (TTG) for professional services and are effective upon signing of the services agreement.

Billings/Payments:

Invoices for TTG's services shall be submitted, at TTG's option, either upon completion of such services or on a monthly basis. Invoices shall be payable within 45 days or 10 days after the Client receives payment from the Owner, whichever is sooner. If the invoice is not paid within 75 days, TTG is authorized, without waiving any claim or right against the Client, and without liability whatsoever to the Client, to terminate the performance of the service. Retainers shall be credited on the final invoice. If TTG does not receive any objections to any invoice it generates within 10 days after it is submitted for payment to the Client, then the amount stated shall be conclusive with regard to the amounts billed on that invoice and not subject to further objection or review at any later time by the Client.

Late Payments:

Accounts unpaid 45 days after the invoice date will be subject to a monthly service charge of 1.5% on the then unpaid balance (18.0% true annual rate), at the sole election of TTG. In the event any portion or all of an account remains unpaid 75 days after billing, the Client shall pay all costs of collection, including reasonable attorney's fees.

Additional Services:

Should TTG's original Scope of Work change or additional services be requested by Client, a written request for additional services will be forwarded by TTG to Client. The terms and conditions of this Agreement shall apply to all additional services provided by TTG for the Client. TTG will proceed with the additional services when a signed acceptance has been received from the client.

Contingency Fund:

The Client and TTG acknowledge that changes may be required because of possible omissions, ambiguities or inconsistencies in the plans and specifications and, therefore, that the costs of the project may exceed the construction contract sum. The Client agrees to have Owner set aside a reserve in the amount of 10% of the actual project construction costs as a contingency reserve to be used, as required, to pay for any such increased project costs. The Client further agrees to make no claim by way of direct or third-party action against TTG with respect to any payments within the limits of the contingency reserve made to the construction contractors because of such changes or because of any claims made by the construction contractors relating to such changes.

Performance:

TTG will prepare plans and specifications exercising usual and customary professional care in its efforts to comply with applicable Code requirements, Federal, state and local laws, ordinances, and regulations, in effect as of the date of this Agreement. TTG makes no warranties, either expressed or implied. TTG does not guarantee the completion or quality of performance of contracts by the construction contractor or contractors, or other third parties, nor accepts responsibility for their acts, omissions or any safety precautions.

Delays:

TTG agrees to put forth its professional efforts to perform its services in a manner consistent with the agreed upon schedule. However, the Client understands that TTG's performance must be governed by sound engineering practices. Additionally, TTG is not responsible for delays in Client planning or construction schedules, failure of Client to furnish timely information or documents, or to approve or disapprove TTG's work promptly by reason of delay or faulty performance by Client, other contractors, or governmental agencies, or any other causes beyond TTG's reasonable control.



Cost Opinions:

Opinions of probable construction cost, financial evaluations, feasibility studies, economic analyses of alternate solutions, and considerations of operations and maintenance costs prepared by TTG hereunder represent the engineer's judgment as an experienced and qualified design professional. Accordingly, TTG does not guarantee that proposals, bids or actual costs will not vary from opinions, evaluations or studies submitted.

Construction Support:

If within the scope of work, construction support services are performed by TTG and whether performed prior to, during, or after completion of construction, shall be performed solely for the purpose of assisting in achieving conformance with contract drawings and specifications; they do not guarantee contractor's performance. These services shall be distinguished from inspection services which are furnished by others. The furnishing of support services by TTG shall not be construed as supervision of actual construction. TTG shall not be responsible for Contractor's means and methods and for providing a safe place for the performance of work by contractors or contractor's employees or those of suppliers or subcontractors, or for access, visits, use, work, travel or occupancy by any person.

Submittal Review:

If within the scope of work, TTG shall review and take appropriate action on shop drawings, product data, samples, and other submittals required by the Contract Documents. Such review shall be solely for general conformance with the design concept and general compliance with the Contract Documents. It shall not include review of quantities, dimensions, weights or gauges, fabrication processes, construction methods, coordination with the work of other trades, or construction safety precautions, all of which are the sole responsibility of the contractor.

Asbestos and Toxics:

TTG shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to hazardous materials in any form at the project site, including, but not limited to, asbestos, asbestos products, PCB's or other toxic substances.

Indemnification:

The Client shall defend, indemnify and hold harmless TTG, its parent company, principals and all of its personnel and any of its consultants from and against any and all claims, damages, losses and expenses (including reasonable attorney's fees) arising out of or resulting from the performance of the services, provided that any such claim, damage, loss or expense is caused in whole or in part by the negligent act, omission, and/or strict liability of the Client, anyone directly or indirectly employed by the Client (except TTG), or anyone for whose acts any of them may be liable.

Risk Allocation:

In recognition of the relative risks, rewards and benefits of the project to both the Client and TTG, the risks have been allocated such that the Client agrees that, to the fullest extent permitted by law, the total liability of TTG and any of its consultants to the Client and any third parties for any and all injuries, claims, losses, expenses, damages or claim expenses arising out of this agreement or directly or indirectly from any services provided by TTG regarding the project that is the subject of this agreement from any cause or causes, shall not exceed our fee or \$50,000, whichever is less. Such causes include, but are not limited to, TTG's negligence, errors, omissions, strict liability, breach of contract or breach of warranty or any other claim or legal theory alleged.



Termination of Services:

This agreement may be terminated by the Client or TTG should the other fail to perform its obligations hereunder. In the event of termination, the Client shall pay TTG for all services rendered to the date of termination, all reimbursable expenses, reimbursable termination expenses and agrees to release TTG from all liability for services performed. Client acknowledges if the project services are suspended and restarted, there will be additional charges due to suspension of the services which shall be paid for by Client as Additional Services. If Client is in default regarding the Client's payment obligations under this agreement, and Client requests TTG continue providing some or all services, TTG has no obligation to provide any further services unless Client provides financial assurances satisfactory to TTG.

Ownership of Documents:

All documents produced by TTG under this agreement shall remain the property of TTG and may not be used by the Client for any other endeavor without the written consent of TTG.

Re-use of Files:

In accepting and utilizing any electronic files or drawings, reports and data on any form of electronic media generated and furnished by TTG ("electronic files"), Client covenants and agrees that all such electronic files are instruments of service of TTG, who shall be deemed the author, and shall retain all common law, statutory law and other rights, including copyrights.

Client agrees not to reuse these electronic files, in whole or in part, for any purpose or project other than the project that is the subject of this agreement. Client agrees not to make changes or to transfer these electronic files to others without the prior written consent of TTG. Client further agrees to waive all claims against TTG resulting in any way from any unauthorized changes, use or reuse of the electronic files for any other project by anyone other than TTG.

Liens:

This agreement shall not be construed to alter, affect or waive any design professional's lien, mechanic's lien or stop notice right which TTG may have for the performance of services pursuant to this agreement. Client agrees to provide to TTG the present name and address of the record owner of the property upon which the project is to be located. Client also agrees to provide TTG with the name and address of any and all lenders who may loan money on the project and who are entitled to receive a preliminary notice.

Suspension of Work:

Upon delivery of a written notice by client to suspend services, TTG will immediately suspend performance of its services in the manner and for the duration directed by client in said notice. TTG shall take reasonable steps to preserve any deliverables or services in progress at the time of suspension. Upon written notice that the suspension has been canceled, if the suspension period was less than sixty (60) calendar days, TTG shall be entitled to an equitable adjustment to the schedule only. However, if the suspension period was more than sixty (60) calendar days, TTG shall be entitled to an equitable adjustment to the schedule and the fee.

Extension of the Duration of Design and Construction Period:

TTG's design and construction phase services fee is predicated upon the duration of design and construction stated by client at the time of proposal preparation. Should the actual duration of design construction phases extend beyond the stated period, TTG shall be entitled to an adjustment to its design and construction phase services fee by an amount equal to the average fees required for services during the immediate past three months of construction.



Owner Understands:

The duties and responsibilities of the Design Professional under this Agreement run only to Owner. The duties and responsibilities of Design Professional do not extend to any third party including, without limitations, the successors and assigns of Owner, any condominium unit owners association or any individual unit owner. There are no third party beneficiaries of any kind for any reason of this agreement.

Arbitration:

It is recommended that any disputes, claims and other matters of question arising out of or relating to this Agreement or breach thereof shall first go to mediation. Should mediation prove to be ineffective, the parties shall enter into arbitration in the City that the project is constructed, in accordance with the rules of the American Arbitration Association, and the award rendered by the arbitrators shall be final and binding on all parties, and may be entered as judgment by any court of competent jurisdiction.

Attorney's Fees:

In the event TTG has to pursue litigation to seek recovery of any fees owed to TTG, the prevailing party shall be entitled to reimbursement by the other party for all reasonable attorney's and expert fees, filing fees, and any other costs or expenses reasonably incurred in the resolution of such dispute.

Entire Agreement:

This Agreement contains all terms and conditions agreed on by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement, shall be deemed to exist, or bind any of the parties hereto.

Modifications:

No change, modification, or amendment to this Agreement will be valid unless agreed to by both of the parties hereto in writing.

Successors and Assigns:

This Agreement shall inure to the benefit of and shall be binding upon each of the parties hereto and such party's partners, successors, executors, administrators and assigns.

Severability:

In the event any clause or portion thereof in this Agreement is deemed invalid or unenforceable by a court or arbitrator of competent jurisdiction, then that clause or portion thereof shall be treated as if it were omitted at the time of execution, and the remaining terms of this Agreement shall survive and be enforceable.

Applicable Laws:

Unless otherwise specified, this Agreement shall be governed by the laws of the State of California.

California All-Purpose Acknowledgment

State of California

County of San Luis Obispo

S.S.

On July 17, 2014 before me, Heather Leigh Hellwig, Notary Public

personally appeared John Wilbanks

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.



Heather Leigh Hellwig
Signature of Notary Public

Seal

OPTIONAL INFORMATION

Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this acknowledgment to an unauthorized document and may prove useful to persons relying on the attached document.

Description of Attached Document

The preceding Certificate of Acknowledgment is attached to a document titled/for the purpose of City of
Oceanside Amendment 1 to PSA
containing 31 pages, and dated 8.20.14

The signer(s) capacity or authority is/are as:

- Individual(s)
 Attorney-in-fact
 Corporate Officer(s)

- Guardian/Conservator
 Partner - Limited/General
 Trustee(s)
 Other: _____

representing: _____
Name(s) of Person(s) Entity(ies) Signer is Representing

Additional Information
Method of Signer Identification
Proved to me on the basis of satisfactory evidence: <input type="checkbox"/> form(s) of identification <input type="checkbox"/> credible witness(es)
Notarial event is detailed in notary journal on: Page # _____ Entry # _____
Notary contact: _____
Other
<input type="checkbox"/> Additional Signer <input type="checkbox"/> Signer(s) Thumbprints(s) <input type="checkbox"/> _____

California All-Purpose Acknowledgment

State of California

County of San Luis Obispo

S.S.

On July 17, 2014 before me, Heather Leigh Hellwig, Notary Public

personally appeared Erik Justesen

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.

Heather Leigh Hellwig
Signature of Notary Public



OPTIONAL INFORMATION

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- Individual(s)
 Attorney-in-fact
 Corporate Officer(s) _____

- Guardian/Conservator
 Partner - Limited/General
 Trustee(s)
 Other: _____

representing: _____
Name(s) of Person(s) Entity(ies) Signer is Representing

Method of Signer Identification
Proved to me on the basis of satisfactory evidence: <input type="checkbox"/> form(s) of identification <input type="checkbox"/> credible witness(es)
Notarial event is detailed in notary journal on: Page # _____ Entry # _____
Notary contact: _____
Other <input type="checkbox"/> Additional Signer <input type="checkbox"/> Signer(s) Thumbprints(s) <input type="checkbox"/> _____

CITY OF OCEANSIDE**PROFESSIONAL SERVICES AGREEMENT****PROJECT: Beach Restrooms Project Phase 1**

THIS AGREEMENT, dated August 20, 2014 for identification purposes, is made and entered into by and between the CITY OF OCEANSIDE, a municipal corporation, hereinafter designated as "CITY", and CONSTRUCTION TESTING & ENGINEERING, INC., hereinafter designated as "CONSULTANT."

NOW THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. **SCOPE OF WORK.** The project is more particularly described as follows:
Provide project inspection and special inspection services for the Beach Restrooms Project Phase 1. The Scope of Work is specifically defined in Exhibit "A" dated July 8, 2014.
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.

Beach Restroom Project Phase 1

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
---------------------------------------	--------------

*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

Beach Restroom Project Phase 1

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 CITY 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 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.

Beach Restroom Project Phase 1

6. **CONSULTANT'S INDEMNIFICATION OF CITY.** To the greatest extent allowed by law (including, without limitation, California Civil Code section 2782.8), CONSULTANT shall indemnify and hold harmless the CITY and its officers, agents and employees against all claims for damages to persons or property arising out of CONSULTANT'S work, including the negligent acts, errors or omissions or wrongful acts or conduct of the CONSULTANT, or its employees, agents, subcontractors, or others in connection with the execution of the work covered by this Agreement, except for those claims arising from the willful misconduct, sole negligence or active negligence of the CITY, its officers, agents, or employees. CONSULTANT'S indemnification shall include any and all costs, expenses, attorneys' fees, expert fees and liability assessed against or incurred by the CITY, its officers, agents, or employees in defending against such claims or lawsuits, whether the same proceed to judgment or not. Further, CONSULTANT at its own expense shall, upon written request by the CITY, defend any such suit or action brought against the CITY, its officers, agents, or employees founded upon, resulting or arising from the conduct, tortious acts or omissions of the CONSULTANT.

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

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 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 **\$118,054.00.**

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 CITY.

Beach Restroom Project Phase 1

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 [number of working or calendar days] [project manager may insert a phased timing requirement instead of time certain, if desired].
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.

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

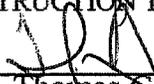
Beach Restroom Project Phase 1

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 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.

CONSTRUCTION TESTING & ENGINEERING, INC.

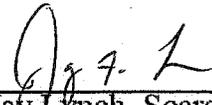
CITY OF OCEANSIDE

By: 
Thomas Gaeto, President

By: _____
Steven R. Jepsen, City Manager

Date: Jul. 17, 2014

Date: _____

By: 
Jay Lynch, Secretary

APPROVED AS TO FORM:

Date: Jul. 17, 2014


City Attorney

93-0997190
Employer ID No.

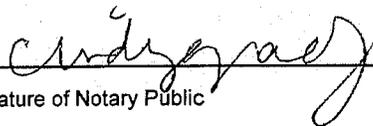
NOTARY ACKNOWLEDGMENTS OF CONSULTANT MUST BE ATTACHED.

STATE OF CALIFORNIA }
COUNTY OF SAN DIEGO }

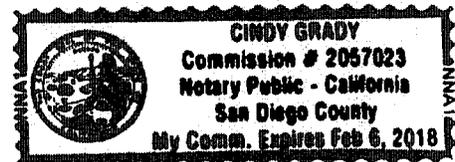
On July 21, 2014, before me, Cindy Grady, Notary Public, personally appeared Thomas Gaeto and Jay Lynch, who proved to me on the basis of satisfactory evidence to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument the persons, or the entity upon behalf of which the persons 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 of Notary Public



Document Title: *City of Oceanside Professional Services Agreement
Beach Restrooms Project Phase 1*

Exhibit "A"
Scope of Work



Construction Testing & Engineering, Inc.

Exhibit "A"
Scope of Work

July 8, 2014

PR E14146

City of Oceanside
Mr. Nathan Mertz
Development Services Department
300 North Coast Highway
Oceanside, CA 92054
E| nmertz@ci.oceanside.ca.us

**DESCRIPTION: PROJECT INSPECTOR SERVICES FOR THE BEACH
RESTROOMS PROJECT PHASE 1, CIP 13-00011**

Dear Mr. Mertz:

Construction Testing and Engineering, Inc. (CTE) proposes to provide Project Inspector (PI) and Special Inspector (SI) services as required per contract documents and as additionally detailed below. CTE proposes to utilize the services of David Archinal for both PI and SI duties. Please find his Statement of Qualifications attached and detailed duties as follows:

Project Inspector Duties:

Mr. Archinal will be responsible for ensuring that all code prescribed inspections and administrative duties are completed. Mr. Archinal will have a full understanding of the construction documents and will inspect all portions of the construction for compliance with these documents and will also supervise and ensure that specially qualified and employed inspectors performing soils and laboratory materials sampling and testing have been performed in accordance with project requirements. This oversight will also include documenting that required geotechnical and structural observations have been completed. Additional duties will include identification, documentation and the reporting of deviations from the construction documents as well as maintaining a complete and comprehensive project file. This file will include a systematic record of materials, assemblies and inspections.

Special Inspection Duties:

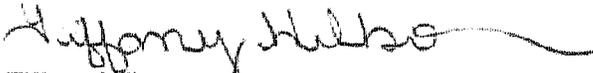
Mr. Archinal will also be performing special inspection duties for Reinforced Concrete, Reinforced Masonry and Structural Steel and Welding. All special inspection procedures will be performed in accordance with the City of Oceanside procedures PC-20 and I-5 to include all pertinent registrations, approvals and administrative procedures. Special inspections shall also be performed as detailed in the project plans and specifications as well as applicable referenced codes.

Total Estimated Cost:

The total estimated budget for the proposed services as referenced above is derived from an anticipated 160 working day duration with an estimated 1280 inspection hours. This work shall be performed on a time and materials basis at a rate of \$92.23 per hour Total Estimated Cost Not to Exceed \$118,054.40

If you have any questions regarding this, please contact me at 760 746 4955.

Sincerely,
CONSTRUCTION TESTING & ENGINEERING, INC.



Tiffany Hilborn
Corporate Marketing Director

Attachment: David Archinal - SOQ



Construction Testing & Engineering, Inc.

Exhibit "A"
Scope of Work

David Archinal

DSA/OSHPD - Project Inspector, Inspector of Record

37 years of experience is held in the construction industry in trade, management and quality control positions. This experience includes public school, hospitality, essential services, military, commercial, industrial and public works type projects.

Certifications are held with the Division of the State Architect (DSA) and Office of Statewide Health Planning and Development (OSHPD). Special inspector certifications in the structural disciplines of the International Code Conference (ICC) are also held as well as for nuclear testing equipment - performance of geotechnical technician services. Experience includes management of materials testing laboratories as well as an extensive background in mechanical, electrical, plumbing, fire life safety and architectural systems.

CERTIFICATIONS/REGISTRATIONS:

DSA Class 1:#1917

OSHPD Class A: #A10771

ICC: Structural Masonry

Structural Steel and Welding

Reinforced Concrete

Pre-stressed Concrete

Troxler Nuclear Density Testing Equipment Technician/Soils

EDUCATION:

BS Fresno State University 1985 – Construction Management:
Emphasis Civil Engineering.

CURRENT PROJECT:

Mission Avenue Improvement Project Phase 1, Oceanside, CA
Position: Project Inspector

SPECIFIC PROJECT EXPERIENCE:

(Public School)

Palmquist Elementary School, Oceanside Unified School District
Position: Project Inspector

Palm Desert Library Renovation, College of the Desert, Palm Desert
Position: Project Inspector

North Terrace Elementary School, Oceanside Unified School District
Position: Project Inspector

Santa Margarita Elementary School, Oceanside Unified School District
Position: Project Inspector

El Camino High School Athletic Field (Synthetic Turf & Stadium Renovation
Project)
Oceanside Unified School District
Position: Project Inspector

Lincoln Middle School New & Modernization, Oceanside Unified School District
Position: Project Inspector

El Camino High School Modernization Phases 1 & 2, Oceanside Unified School
District
Position: Project Inspector

Cesar Chavez Middle School, Oceanside Unified School District
Position: Project Inspector

El Camino High School Science/Technology Building, Oceanside Unified School
District
Position: Project Inspector

Bear Valley Middle School, Escondido Unified School District
Position: Project Inspector

Paul Ecke Central Elementary School, Encinitas Unified School District
Position: Project Inspector

Parkdale Lane Elementary School, Encinitas Unified School District
Position: Project Inspector

Exhibit "A"
Scope of Work

Flora Vista Elementary School, Encinitas Unified School District
Position: Project Inspector

Olivenhain Pioneer Elementary School, Encinitas Unified School District
Position: Project Inspector

Capri Elementary School, Encinitas Unified School District
Position: Project Inspector

Pacific View Elementary School, Encinitas Unified School District
Position: Project Inspector

La Costa Heights Elementary School, Encinitas Unified School District
Position: Project Inspector

PEC Historical Building Renovation, Encinitas Unified School District
Position: Project Inspector

(Hospitality)

Barona Resort and Casino Gaming Facility, San Diego County
Position: Performed duties and responsibilities of the Authority Having Jurisdiction (AHJ) due to the sovereign nation status of Indian Reservations.

Pechanga Resort and Casino Gaming Facility San Diego County
Position: AHJ

Pala Resort and Casino Gaming Facility, San Diego County
Position: AHJ

(Essential Services)

Ronald Reagan Federal Building and Courthouse, Santa Ana, CA (GSA Project)
Position: Contractor's Quality Control Manager (CQC)

San Bernardino Justice Center, San Bernardino, CA
Position: Inspector of Record team various disciplines – Site & structural concrete, curtain wall, fire sprinkler, plumbing, interior/exterior anchored stone veneer, water proofing, roofing, acoustical ceiling systems, fire stop systems, Fire Marshall liaison, testing laboratory services.

(Military)

Basic Underwater Demolition (BUD/s Camp Navy Seal Team) San Clemente Island

Position: CQC

Jet Engine Test Cell 545, NAS Miramar

Position: CQC

March AFB, Base Utility Upgrade

Position: CQC

March AFB, ADAL Dining Facility

Position: CQC

Pacific Missile Test Center, San Nicholas Island – Telemetry Antenna(s) Facility

Position: Project Superintendent

(Commercial/Industrial)

Delta Mendota Hydroelectric Facility, Los Banos, CA

Position: Assistant Superintendent

Florence/Edison Lake Recreational Facilities

Position: Assistant Superintendent

Toys r Us, Atascadero, CA

Position: Project Superintendent

Kmart, Reedley, CA

Position: Project Superintendent

(Journeyman Trade)

Provided journey trade services:

Carpenter

Concrete Mason

Iron Worker

Operating Engineer

(TESTING LABORATORY)

Construction Testing & Engineering, Inc. – Managed branch office start up's
Seattle, WA, Oxnard, CA, Reno NV and provided special inspection services in
the disciplines of certification

CITY OF OCEANSIDE

PROFESSIONAL SERVICES AGREEMENT**PROJECT: Beach Restrooms Project Phase 1**

THIS AGREEMENT, dated August 20, 2014, for identification purposes, is made and entered into by and between the CITY OF OCEANSIDE, a municipal corporation, hereinafter designated as "CITY", and DUDEK, 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 project construction management services for the Beach Restrooms Project Phase 1. The Scope of Work and fee schedule is specifically defined in Exhibit "A".
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 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.

Beach Restroom Project Phase 1

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
---------------------------------------	--------------

*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 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.

Beach Restroom Project Phase 1

- 4.6 CONSULTANT shall provide thirty (30) days written notice to the CITY 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 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.** To the greatest extent allowed by law (including, without limitation, California Civil Code section 2782.8), CONSULTANT shall indemnify and hold harmless the CITY and its officers, agents and employees against all claims for damages to persons or property arising out of CONSULTANT'S work, including the negligent acts, errors or omissions or wrongful acts or conduct of the CONSULTANT, or its employees, agents, subcontractors, or others in connection with the execution of the work covered by this Agreement, except for those claims arising from the willful misconduct, sole negligence or active negligence of the CITY, its officers, agents, or employees. CONSULTANT'S indemnification shall include any and all costs, expenses, attorneys' fees, expert fees and liability assessed against or incurred by the CITY, its officers, agents, or employees in defending against such claims or lawsuits, whether the same proceed to judgment or not. Further, CONSULTANT at its own expense

Beach Restroom Project Phase 1

shall, upon written request by the CITY, defend any such suit or action brought against the CITY, its officers, agents, or employees founded upon, resulting or arising from the conduct, tortious acts or omissions of the CONSULTANT.

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

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 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 \$169,900.00.

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 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. Tasks associated with the scope of work will be determined by the approved project construction schedule.

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.

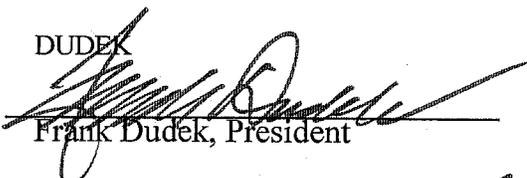
Beach Restroom Project Phase 1

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

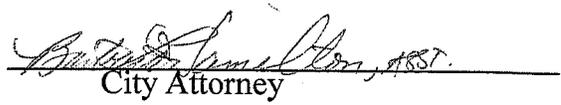
By: DUDEK

Frank Dudek, President

CITY OF OCEANSIDE
By: _____
Steven R. Jepsen, City Manager

Date: July 23, 2014

Date: _____

By: 
Dave Carter, Chief Financial Officer

APPROVED AS TO FORM:

City Attorney

95-3873865
Employer ID No.

NOTARY ACKNOWLEDGMENTS OF CONSULTANT MUST BE ATTACHED.

G:\ADMIN\Admin Docs - Specs and Staff Reports\Professional Services Agreements\DUDEK Beach Restrooms.doc

EXHIBIT A

DUDEK FEE PROPOSAL

DUDEK ESTIMATED PROJECT BUDGET FOR CONSTRUCTION MANAGEMENT SERVICES FOR BEACH RESTROOMS PROJECT PHASE I

In accordance with the RFP, our fee estimate is based on a 160-working-day construction schedule and as a non-prevailing wage project. Dudek's fee is based on a time and materials basis and the City will not be charged for unused hours. Direct expenses will be billed to the City without a mark-up.

Task	Hours	Hourly Rate	Total
1. Meetings – Dudek will conduct bi-weekly progress meetings with agendas, meeting minutes	130		
2. Project Document Control – review contract compliance, interpret plans, specifications, coordinate daily inspection	500		
3. Requests for Information (RFIs) – review and respond to RFIs in collaboration with RRM	80		
4. Review, log and coordinate submittal reviews with RRM	80		
5. Review and respond to the contractor's schedules	80		
6. Review contractor's change order requests and make recommendations	100		
7. Review contractor's schedule of values	20		
8. Review contractor's progress pay requests	130		
9. Coordinate inspection	80		
10. Project close-out activities – submit files	80		
Subtotal:	1,280	\$125	\$160,000
11. Project Principal shall provide QA/QC, attend various meetings and assist Eric Honour with various project correspondence	66	\$150	\$9,900
		TOTAL:	\$169,900

ACKNOWLEDGMENT

State of California
County of San Diego } ss.

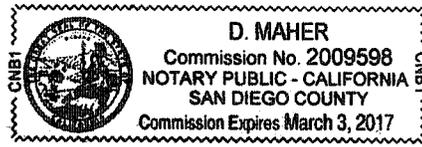
On July 23, 2014 before me, D. Maher, Notary Public, personally appeared David Carter

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 signatures(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.

Handwritten signature of D. Maher
Signature



(seal)

OPTIONAL INFORMATION

Form fields for optional information including Date of Document, Type or Title of Document, Number of Pages in Document, Document in a Foreign Language, Type of Satisfactory Evidence, Capacity of Signer, and Thumbprint of Signer.

Check here if no thumbprint or fingerprint is available.

ACKNOWLEDGMENT

State of California
County of San Diego } ss.

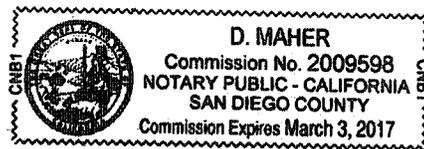
On June 23, 2014 before me, D. Maher, Notary Public,
personally appeared Frank Dudek

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 signatures(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 [Handwritten Signature]



(seal)

OPTIONAL INFORMATION

Date of Document _____ Thumbprint of Signer

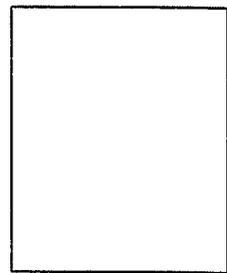
Type or Title of Document _____

Number of Pages in Document _____

Document in a Foreign Language _____

Type of Satisfactory Evidence:
_____ Personally Known with Paper Identification
_____ Paper Identification
_____ Credible Witness(es)

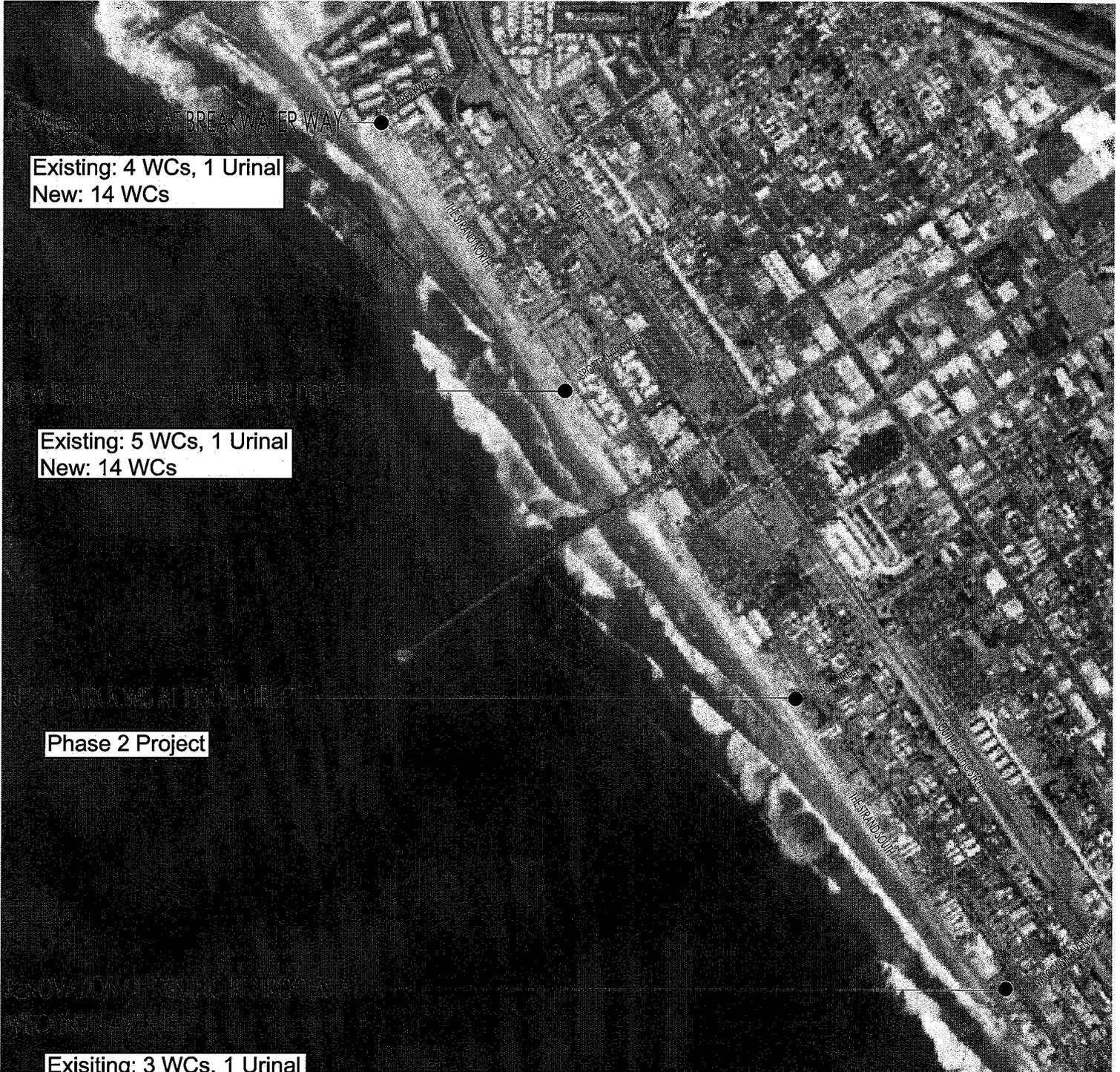
Capacity of Signer:
_____ Trustee
_____ Power of Attorney
_____ CEO / CFO / COO
_____ President / Vice-President / Secretary / Treasurer
_____ Other: _____



Check here if no thumbprint or fingerprint is available.

Other Information: _____

Attachment E



Existing: 4 WCs, 1 Urinal
New: 14 WCs

Existing: 5 WCs, 1 Urinal
New: 14 WCs

Phase 2 Project

Existing: 3 WCs, 1 Urinal
New: 5 WCs, 1 Urinal

VICINITY MAP
OCEANSIDE, CA