



DATE: November 5, 2014

TO: Honorable Mayor and City Councilmembers

FROM: Development Services Department

SUBJECT: **APPROVAL OF A PROFESSIONAL SERVICES AGREEMENT FOR THE BEACH FACILITIES PROJECT (RESTROOM PROJECT PHASE 2)**

SYNOPSIS

Staff recommends that the City Council approve a Professional Services Agreement with Safdie Rabines Architects of San Diego in the amount of \$205,628 for Conceptual Design and Community Outreach for the Beach Facilities Project (Restroom Project Phase 2); and authorize the City Manager to execute the agreement.

BACKGROUND

In August 2007 at a City Council Workshop, Wallace Roberts Todd (WRT), a consultant hired by the City to provide concept designs for various public improvements to the restrooms and public areas located along The Strand and the Pier areas, made several recommendations to the City Council. WRT's recommendations were based upon an analysis of existing site conditions, as well as input gathered from the public in three community meetings held October 2010 to March 2011. After the community meetings, the City Council indicated that the first priority was the replacement and reconstruction of the beach restrooms and the second priority was restroom improvements adjacent to The Pier and amphitheater area.

In March 2014 a Request for Qualifications (RFQ) was issued via the City website and multiple electronic plan rooms. The RFQ requested a Statement of Qualifications (SOQ) from architectural firms highlighting their planning, entitlement, design and construction experience related to coastal and historical facilities. As part of that experience referenced within the SOQ, the facilities needed to have visitor serving and operational components to them.

On March 25, 2014, the City received SOQs from eight architectural firms. An evaluation of the SOQs was conducted in which four firms were determined to be qualified. In June 2014 a Request for Proposals (RFP) was issued to the four qualified firms. Proposals were due in July and interviews of the four firms were subsequently conducted. In August 2014 Safdie Rabines Architects was selected as the most qualified firm for the Beach Facilities Project (Beach Restroom Project Phase 2).

ANALYSIS

As part of the movement to improve restroom facilities along The Strand and the Pier areas, the Beach Facilities Project (Restroom Project Phase 2) will have to address multiple uses and multiple user groups to achieve that goal. The project area is defined by the Oceanside Junior Seau Amphitheater to the north, The Strand to the west, Betty's Lot to the south and Pacific Street to the east (see Attachment B). Current uses within this area are the Bath House Restrooms, Main Street Oceanside Beach Vendor Program storage, Beach Maintenance and OPD facilities, OPD parking, Ruby's Restaurant storage, beach access, public space, and a sewer lift station.

In addition, Tyson Street Park Restrooms will be evaluated and included within the project scope of work. This evaluation is required due to changing site conditions within the park and the expanded footprint of Main Street Oceanside Beach Vendor Program.

Staff's recommendation is to approve a Professional Services Agreement (PSA) with Safdie Rabines Architects to initiate and complete the Conceptual Design Phase for Beach Facilities Project and the restrooms at Tyson Street Park. The Conceptual Design Phase will identify and analyze existing site conditions and collect base information. It will also evaluate opportunities and constraints and collect input from stakeholder groups and the community. More specifically the project will include the follow task and studies:

- Utility research, evaluation and coordination
- Wave runup study
- Topographic and boundary survey
- Historic documentation
- Structural evaluation of the Bath House Restrooms
- Design team site visits
- Concept program development
- Project team meetings
- Community meetings and presentations
- Conceptual design options (Architectural, Civil and Landscape Architectural)
- Conceptual approvals

The Conceptual Design Phase has been scheduled to last five months. Initial investigation and studies will start in December 2014. Community meetings are anticipated to begin mid-January 2015 and conceptual approvals to take place mid-April 2015. Once the concept approval has been received and a defined scope of work has been developed, the PSA with Safdie Rabines Architects will be amended to proceed with Schematic Design (50% Architectural, Civil and Landscape Architecture, Entitlement and Environmental Approvals) and then Final Construction Documents and Construction Support.

FISCAL IMPACT

The contract price with Safdie Rabines Architects is \$205,628. The FY 2014-15 CIP budget includes \$280,000 for the Beach Restrooms Phase 2 Design, account number 907131600581. Therefore, sufficient funds are available. The funding source is the available fund reserves under Community Facilities, Fund 581.

The estimated construction cost for the project is \$3 to \$5 million. The range in cost is due to the amount of stakeholders involved (as noted above), sewer lift station and the historic preservation and adaptive reuse of the bath house restroom. The stakeholder's building/facility program, sewer lift station and historic preservation will be the main drivers of the building size and cost of the project. Currently there is no identified funding source for the construction phase of the project.

COMMISSION OR COMMITTEE REPORT

Does not apply.

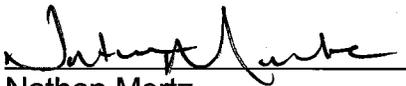
CITY ATTORNEY ANALYSIS

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

RECOMMENDATION

Staff recommends that the City Council approve a Professional Services Agreement with Safdie Rabines Architects of San Diego in the amount of \$205,628 for Conceptual Design and Community Outreach for the Beach Facilities Project (Restroom Project Phase 2); and authorize the City Manager to execute the agreement.

PREPARED BY:



Nathan Mertz
CIP Manager II

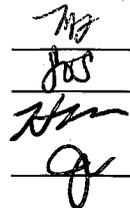
SUBMITTED BY



Steven R. Jepsen
City Manager

REVIEWED BY:

Michelle Skaggs Lawrence, Assistant City Manager
Scott O. Smith, City Engineer
Hans Kiel Koger, Public Works Division Manager
James Riley, Financial Services Director



Attachments:

- A. Professional Services Agreement with Safdie Rabines Architects
- B. Project Limits

CITY OF OCEANSIDE

PROFESSIONAL SERVICES AGREEMENT**PROJECT: Oceanside Beach Facilities Project (Beach Restrooms Phase 2)**

THIS AGREEMENT, dated November 5, 2014, for identification purposes, is made and entered into by and between the CITY OF OCEANSIDE, a municipal corporation, hereinafter designated as "CITY", and SAFDIE RABINES ARCHITECTS, 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 all professional Architectural, Civil Engineering, Landscape Architectural, Special Studies and Community Outreach services to complete the Conceptual Design Phase of the Beach Facilities Project (Beach Restroom Project Phase 2). A more detailed Scope of Service for the project, as defined by CONSULTANT (dated September 22, 2014), is attached hereto as Exhibit "A" and made a part hereof.
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.

Oceanside Beach Facilities Project (Beach Restrooms Phase 2)

4. LIABILITY INSURANCE.

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

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

Comprehensive General Liability Insurance
(bodily injury and property damage)

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

Commercial General Liability Insurance
(bodily injury and property damage)

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

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

4.3 If coverage is provided through a Commercial General Liability Insurance policy, a minimum of 50% of each of the aggregate limits shall remain available at all times. If over 50% of any aggregate limit has been paid or reserved, the 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.

Oceanside Beach Facilities Project (Beach Restrooms Phase 2)

- 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.

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

Oceanside Beach Facilities Project (Beach Restrooms Phase 2)

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 \$205,628.00.

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.
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.

Oceanside Beach Facilities Project (Beach Restrooms Phase 2)

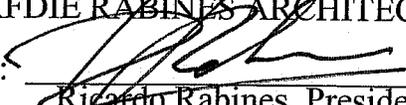
The CONSULTANT shall be responsible for complying with all local, state, and federal laws whether or not said laws are expressly stated or referred to herein.

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.

SAFDIE RABINES ARCHITECTS

By: 
Ricardo Rabines, President

Date: 10/15/14

By: _____

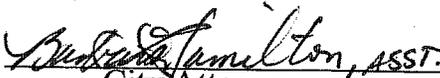
Date: _____

CITY OF OCEANSIDE

By: _____
Steven R. Jepsen, City Manager

Date: _____

APPROVED AS TO FORM:

, ASST.
City Attorney

Employer ID No.

NOTARY ACKNOWLEDGMENTS OF CONSULTANT MUST BE ATTACHED.

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CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

State of California

County of San Diego

On 10/15/14 before me, Michelle Colombo, Notary
Date Here Insert Name and Title of the Officer

personally appeared Ricardo Rabines
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature: M. Colombo
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: City of Oceanside, Professional Ser. Agree

Document Date: _____ Number of Pages: 5

Signer(s) Other Than Named Above: Steven R. Jepsen

Capacity(ies) Claimed by Signer(s)

Signer's Name: Ricardo Rabines

Signer's Name: _____

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

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

Other: President

Other: _____

Signer Is Representing: _____

Signer Is Representing: _____

RIGHT THUMBPRINT OF SIGNER

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RIGHT THUMBPRINT OF SIGNER

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Exhibit A

Oceanside Beach Facilitates Project (Beach Restrooms Phase 2)

Proposal, Basic Work Plan and Schedule

September 22, 2014

BASIC WORK PLAN AND SCHEDULE

Based on our experience and the project start date as adjusted by Nathan Mertz, we have prepared this Basic Work Plan/Schedule. We anticipate this schedule will be reviewed and augmented in coordination with the City of Oceanside upon award. The fees submitted are for Phase I only – Conceptual Design phase.

The scope of work includes services for a new restroom facility at Tyson Street Park; a new restroom facility near the Bandshell; a new Public Works building; relocation of Oceanside Police Department and visitor information into the existing restroom building.

SCHEDULE OF WORK

- A. Phase I**
 Conceptual Design
 Estimated start date: Mid-December 2014
 Community Presentations: Estimated in Mid-January, Mid-February, Mid-March
 Estimated completion date: Mid-April 2015
- B. Phase II**
 Schematic Design
 Estimated start date: Mid-April 2015
 Estimated completion date: June 2015
 Design Development – 50%
 Estimated start date: June 2015
 Estimated completion date: Mid-July 2015
 CEQA document preparation and approval
 Estimated start date: Mid-July 2015
 Estimated completion date: March 2016
 Complete Design Development
 Estimated start date: March 2016
 Estimated completion date: Mid-April 2016
- C. Phase III**
 Construction Documents
 Estimated start date: May 2016
 Estimated completion date: Mid-November 2016
 Bidding Preparation
 Estimated start date: Mid-November 2016
 Estimated completion date: December 2016
 Bidding Phase
 Estimated start date: December 2016
 Estimated completion date: June 2017
- D. Phase IV**
 Contractor Mobilization
 Estimated start date: June 2017
 Estimated completion date: July 2017
 Construction Phase
 Estimated start date: July 2017
 Estimated completion date: July 2018
 Project Closeout
 Estimated start date: July 2018
 Estimated completion date: August 2018

PHASE I**CONCEPTUAL DESIGN (estimated 4 months)**

Many decisions that impact a project are developed in the Conceptual Design Phase. This is the time when the basic organization of a project, its architectural being, and its contribution to the local fabric are all determined. In order to achieve a successful fit between a project's purpose and its design, the architect, client and users together must engage in a dialogue to explore the values and choices that will evolve into the final design. While a program lists the quantitative requirements, it often misses many qualitative issues. Through dialogue, the subtleties and complexities of a project's character, image and symbolism can be discovered. It is also helpful to evaluate and visit other facilities with similar challenges, in order to gain some common ground with the users and experience, first hand, their reactions to the built solutions. Understanding what has been successful in the past and what could be improved upon moving forward is an important step in providing the best possible environment for the project's users. Additionally, we often develop massing models to better examine the relationships and context of the site. We share with the client and users not only our conclusions, but also the process leading to those conclusions. With all of this input, we develop a diagram of relationships and adjacencies that the client and users can react to, and that eventually becomes the basis for the design. We believe that a good program can lead to a strong concept, which is a critical ingredient for a successful project.

Periodic presentations will be made to the client, project stakeholders, and the community to keep them informed about the evolution of the design and to gain an understanding of the concerns and objectives from the various users. Our goal is to ensure that the design properly interprets and incorporates relevant programmatic requirements while also determining the constraints and limitations we face as the scope of work for the project is established.

MID DECEMBER 2014 – MID APRIL 2015**Conceptual Design**

Meet and work with the City of Oceanside and project stakeholders to refine the project scope and program specifics. Provide 2-3 design concepts to define the character and project elements for presentation to the City, stakeholders and community groups. Provide a cost estimate at the end of Phase I based on the selected design.

Project Kick-Off

- Project Kick-Off meeting with the City of Oceanside (allow 1 meeting)
 - Review and finalize project schedule
 - Review and discuss project scope and program requirements
 - Discuss community workshops for needs assessment

Receive/analyze existing base information from the City Of Oceanside

- Existing surveys, data and/or other documents

Provide site investigations, analysis and reports

- Utility research and analysis
- Wave Uprush Study
- Topographic and Boundary Surveys
- Historical field documentation of the buildings located within the project study area
- Structural evaluation of existing Oceanside Bathhouse structure
- Preliminary SDG&E planning and coordination for utilities
- Design Team site visits and field verification

Begin preliminary site/building analysis

- Determine key utility, infrastructure and site elements
- Identify existing conditions/site or project boundaries/constraints

Conceptual Program Development

- Develop program and space allocations into conceptual drawings. 2-3 options will be developed for review and presentation to the community, client and other stakeholders

Project Team Meetings

- Meet with the City of Oceanside (allow 2 meetings)
- Meet with Oceanside Police Department, Public Works/Maintenance, Lifeguard personnel and MainStreet Oceanside (allow 2 meetings)
 - Review and finalize project scope and program requirements in addition to analysis of existing and new information

Submittals and Deliverables

- (2) 11x17 bound sets and (1) pdf copy of Conceptual Design Options for review and approval by the City of Oceanside and other project stakeholders.
- Site investigation/analysis reports and studies
- Cost estimate for preferred conceptual design option

Presentations:

- Present concepts and site analysis to community group to obtain feedback for incorporation into design (allow 2-3 presentations). We anticipate that the first community meeting will occur in mid-January, after some of the preliminary research and analysis has been completed and the holidays have past.
- Presentation to City Council for Concept Approval (allow 1 meeting)

PHASE II

SCHEMATIC DESIGN AND DESIGN DEVELOPMENT (estimated 12 months)

4 1/2 months for design team work

7 1/2 months for CEQA document preparation and approval

Schematic Design Phase

The schematic design phase is a short but critical phase when the design evolves from basic concepts to a more detailed design. During this time, the project's basic organization and its architectural identity are defined more specifically. This is also when administrative procedures and relationships are established through regularly scheduled meetings between clients, users, and the team of architects and consultants. We use working models, perspective sketches, and CAD drawings to communicate ideas with the client and community. In addition, we develop an overall schedule for the project, outlining the different phases of work and principal activities. Finally, we verify the Construction Budget.

Design Development Phase

During this phase, our work focuses on the use and design of individual spaces, and our work is coordinated with more detailed engineering design. Additionally, we establish the final scope, relationships, forms, size, materials, and appearance of the project. We also advise the client of any adjustments to the preliminary Construction Cost estimate. Documents will be prepared for a Coastal Permit and historical review submittal mid way through this phase.

MID-APRIL - JUNE 2015

Schematic Design (estimated 1 ½ months)

Continue development of the project based on the selected Conceptual Design concept. Additional site investigations, analysis and reports will be prepared to assist in the design of the project. This phase will include incorporation of program requirements, floor plans, elevations, sections, perspectives, and other documents necessary to illustrate the scale and relationship of Project components. The documents will provide information to obtain a cost at the end of the phase.

Provide site investigations, analysis and reports

- Final geotechnical investigation
- Preliminary Storm Water Management Plan
- Preliminary Drainage Study
- Preliminary storm water and best management practices
- Hydromodification Analysis
- Continued coordination and planning with SDG&E for utilities
- Continued historical review of design documents
- Any required Design Team site visits and field verification
- The following reports will be provided at this phase if they were not provided at the Conceptual Design phase:
 - Archeological Survey Report
 - Preliminary geotechnical investigation
 - Historic Property Survey Report for the Oceanside Bathhouse
- The following reports are recommended. If the City would like these analysis' and reports completed and they were not provided at the Conceptual Design phase they will be provided in this phase:
 - Hazardous materials analysis and report
 - Sewage System Camera Work

Project Team Meetings

- Follow-up meetings with the City of Oceanside, Oceanside Police Department, Public Works/Maintenance, Lifeguard personnel and MainStreet Oceanside

Submittals and Deliverables

- Submit Schematic Design phase plans for the City of Oceanside's review and comment
- Submit additional site investigation/analysis reports and studies
- Provide Schematic Design cost estimate

JUNE – MID JULY 2015

Design Development up to Coastal Permit and historical review submittal (estimated 1 ½ months)

Continue development of the project based on the Schematic Design phase documents. Provide the following:

- Drawings consisting of architectural, structural, mechanical, plumbing, electrical, civil and landscape drawings necessary to fix and describe the size and character of all components of the Project.

- Code analysis indicating how the design of the Project complies with applicable building codes, including California Title 24.
- Outline specifications establishing the size, character, and quality of the Project at the end of the phase.
- Documents for CEQA and historical review to be submitted midway through the phase.
- Detailed cost estimate at the end of the phase.

Provide site investigations, analysis and reports

- Final drainage analysis
- Final Storm Water Management Plan
- Erosion control plan
- Update hydro-modification analysis as necessary
- Continued coordination and planning with SDG&E for utilities
- Continued historical review of design documents
- CEQA documents
- Historical Finding of Effect (FOE) document
- Any required Design Team site visits and field verification

Project Team Meetings and Coordination

- Follow-up meetings with the City of Oceanside, Oceanside Police Department, Public Works/Maintenance, Lifeguard personnel and MainStreet Oceanside
- Continued coordination and planning with SDG&E for utilities
- Continued historical review of design documents
- Review and coordinate Design Development plans and specifications

Submittals and Deliverables - General

- Submit for Coastal Permit and historical review at approximately 50% design development
- Submit Design Development Phase plans and outline specifications for the City of Oceanside review and comment – 100% Design Development
- Provide Design Development cost estimate – 100% Design Development

MID JULY 2015 – MARCH 2016**Estimated Schedule and Deliverables for Initial Study/Mitigated Negative Declaration (IS/MND) (estimated 7 ½ months)**

- Prepare IS/MND for City/Client review – four weeks from the receipt of the final civil plans/technical documents. Documents to include: Draft Initial Study/MND and Appendices, Revised Initial Study and Appendices, MMRP
 - City/Client review – four weeks
 - Incorporate comments from City/Client review – two week
 - City review of revised IS/MND – four weeks
 - Incorporate comments from City review – two week
 - City review of revised IS/MND (if necessary) – two weeks
 - Incorporate comments from City/Client review (if necessary) and prepare draft IS/MND for public review– one week
- Public Review. Documents to include: Notice of Availability, Notice of Intent, Mailing of Notices and IS/MND, Responses to comment letters, Final Initial Study and MND, MMRP
 - Draft IS/MND circulation – 30 days
 - Respond to Letters of Comment – one week
 - Preparation of Final IS/MND – one week
- Public Hearings and Notice of Determination. Documents to include: Notice of Determination (NOD), Filing of NOD
 - Planning Commission and City Council regularly scheduled hearings

MARCH 2016 – MID APRIL 2016

Design Development completion (estimated 1 ½ months)

- Incorporation of revisions into the documents necessary to comply with CEQA and historical review requirements.

PHASE III

CONSTRUCTION DOCUMENTS AND BIDDING PHASES (estimated 8 1/2 months)

- 3 ½ months for design team work**
- 3 months for construction permit review and approval**
- 6 ½ months for bid preparation and bidding**

Construction Documents Phase

Upon the client's approval of the design development plans, we develop Construction Documents consisting of Drawings, Specifications, and other detailed documents which set forth requirements for construction, bidding, and contracting for the construction. During this phase we coordinate with engineers and other consultants, help to compile the Project Manual, and advise the client of adjustments to the probable construction costs. During this time, we also assist the owner with Permit Processing.

Bidding and Negotiations

We will prepare bidding documents, participate in a pre-bid conference to clarify questions related to the bidding documents, and respond to any bid RFIs. We also assist with reviewing and evaluating bids and negotiations with contractors as required.

MAY 2016 – MID NOVEMBER 2016

Construction Documents and Permitting (estimated 6 ½ months)

Based on the approval of Design Development phase, proceed with Construction Documents consisting of working drawings, specifications and remaining reports and manuals that set forth in detail all the requirements for construction of the entire Project. Prepare documents for construction permit review and respond to comments made during review. Prepare a construction cost estimate at the 95 percent completion stage with a back check at 100%.

Provide site investigations, analysis and reports

- Stormwater Operations and Maintenance Manual

Project Team Meeting

- Follow-up meetings with the City of Oceanside, Oceanside Police Department, Public Works/Maintenance, Lifeguard personnel and MainStreet Oceanside
- Review and coordinate Construction Document plans and specifications

Submittals and Deliverables

- Submit 90% Construction Documents for building department review and approval - Make corrections to documents noted in review and resubmit documents for re-review and approval
- Provide 95% Construction Document cost estimate with a back check at 100%
- Issue 100% Construction Documents including plans, specifications and calculations

MID NOVEMBER 2016 - DECEMBER 2016

Bid Preparation (estimated 2 weeks)

- Work with the City of Oceanside to finalize Bid Documents

DECEMBER 2016 - JUNE 2017

Pre-Qualifications, Bidding + City Council Award (estimated 6 months)

- Assist the City of Oceanside in responding to any pre-bid clarifications, issue any required addendum
- Assist the City of Oceanside in coordinating a pre-bid site/building walk
- Issue any Pre-Bid Clarifications

PHASE IV

CONSTRUCTION AND PROJECT CLOSEOUT (estimated 14 months)

Safdie Rabines fosters a constructive relationship with the contractor and observes the construction for conformance to the drawings and specifications. We visit the site at appropriate intervals, process the contractor's shop drawings and materials, review results of construction tests and inspections, evaluate the contractor's request for payment, handle requests for design changes, and provide closeout documents for the project.

JUNE 2017 - JULY 2017

Contractor Mobilization (estimated 1 month)

- Approve General Contractor contract
- Contractor to Mobilize

JULY 2017 - JULY 2018

Construction (estimated 12 months)

- Attend the preconstruction meeting with the successful construction contractor
- Attend weekly meetings and make visits to the job site as requested by the Owner to resolve discrepancies in the Construction Documents and to monitor the progress of the Project.
- Review for conformance with the Project design intent all submittals and shop drawings; recommend approval, changes or disapproval of same; and keep a record of all submittals and shop drawings received by the construction contractor.
- Furnish all necessary additional drawings for supplementing, clarifying and/or correcting inconsistencies, errors and omissions and for any required change orders
- Assist with the final inspections and preparation of the punch lists
- Safdie Rabines Architects shall take an active role in setting the standards of quality expected from the Project. It is expected that this will be established via periodic observation of the construction work in progress.

JULY 2018 – AUGUST 2018

Project Closeout (estimated 1 month)

- Provide record drawings to document changes occurring during construction

Oceanside Beach Facilities Project

Date: 9/15/2014

Phase Duration
 Weeks 16
 Hours 640

A/E CONCEPTUAL DESIGN SERVICES		Conceptual Design	Reimbursables	Total
1.0 Basic Services				
1.1 Architecture	Safdie Rabines Architects	\$115,578	\$3,000	\$118,578
1.2 Landscape Architect	The Office of James Burnett	\$28,500	\$2,000	\$30,500
1.3 Civil Engineering - meetings, coordination, grading sketches	RBF Consulting	\$11,800	\$800	\$12,400
1.4 Mechanical, Electrical and Plumbing	BSE Engineering	\$8,500	\$500	\$9,000
1.5 Structural Engineer - includes evaluation of (e) Bathroom	Cottrell Engineering	\$1,400	\$100	\$1,500
1.6 Cost Estimating	Campbell Anderson	\$5,500	\$0	\$5,500
1.7 TOTAL A/E BASIC SERVICES		\$174,078	\$6,400	\$177,478
2.0 Additional Services				
2.1 Topographic Survey	RBF Consulting	\$11,500	\$0	\$11,500
2.2 Boundary Survey	RBF Consulting	\$5,000	\$0	\$5,000
2.2 Lift Station Conceptual Design Memorandum	RBF Consulting	\$3,200	\$0	\$3,200
2.3 Historical - Meetings, Consulting, Report Preparation	Archaeos	\$3,000	\$100	\$3,100
2.5 Wave Uprush Study	GeoSoils Inc	\$5,350	\$0	\$5,350
2.6 TOTAL ADDITIONAL SERVICES		\$28,050	\$100	\$28,150
3.0 TOTAL SERVICES		\$199,128	\$6,500	\$205,628

The City of Oceanside
 Architectural Services Detail
 Oceanside Beach Facilities Project

P H A S E
Conceptual Design Phase

Hours 640
 Weeks 16.00

1.0 Direct (Labor) Cost

Personnel	Title	Hr Rate	% of time	Hours	Cost
	Sr. Principal	\$250	12%	77	\$19,200
	Project Manager	\$187	50%	320	\$59,840
	Designer 1	\$118	48%	307	\$36,250
	Administrative	\$90	0.5%	3	\$288

Direct (Labor) Cost

Direct (Labor) Cost	707	\$115,578
Multiplier for Direct Cost	1.00	
Total Direct Cost		\$115,578

2.0 Indirect Costs (to be billed at cost)

Expenses	
Reprographics costs & renderings	\$2,000
CAD Plots	\$360
Prints and Copies (B&W)	\$15
Prints and Copies (Color)	\$50
Travel	\$429
Messenger, FedEx, Long Distance, Etc...	\$100
Subtotal Indirect Costs	\$2,954

Hourly Rates**Safdie Rabines Architects**

Sr. Principal	\$250
Principal	\$220
Project Manager	\$187
Quality Assurance	\$187
Job Captain	\$165
Designer 3	\$148
Designer 2	\$133
Designer 1	\$118
Draftsman	\$105
Administrative	\$ 90

The Office of James Burnett

President	\$240
Principal	\$200
Vice President	\$180
Studio Leader	\$160
Senior Associate	\$135
Associate	\$120
Architectural Assistant	\$ 90
Clerical	\$ 45

RBF Consulting

Principal	\$250
Project Director	\$225
Project Manager	\$195
Technical Manager	\$185
Senior Engineer	\$168
Project Engineer	\$152
Design Engineer/Sr Designer	\$139
Sr. Design Technician	\$115
Project Coordinator	\$113
Design Technician	\$100
Assistant Engineer	\$ 96
Permit Processor	\$ 85
Engineering Aid	\$ 77
Office Support/ Clerical	\$ 65
2-Person Survey Crew	\$258
1-Person Survey Crew	\$174
Licensed Surveyor	\$200
Field Supervisor	\$175
Associate Surveyor	\$138

Cottrell Engineering

Principal	\$162
Engineer & Designer	\$ 98
Sr. Drafter	\$ 81
Clerical	\$ 45

SAFDIE RABINES ARCHITECTS

925 Fort Stockton Drive, San Diego, California 92103-1817
p. 619.297.6153 f. 619.299.6072 www.safdie.com

BSE Engineering

Principal	\$175
Sr Associate/Sr Engineer	\$150
Associate/Senior Engineer	\$140
Project Engineer	\$125
Design Engineer II	\$115
Design Engineer I	\$105
Senior CAD Drafter	\$ 80
CAD Drafter	\$ 65
Clerical	\$ 50

Campbell Anderson

Senior Cost Manager	\$150
Clerical	\$ 50

Archaeos

Principal	\$150
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Kimley Horn

Project Principal	\$245
Project Manager	\$180
Sr. Environmental Planner	\$150
Environmental Planner	\$120
GIS Analyst	\$120
Admin/Graphics	\$ 90

Ninyo & Moore

Principal Engineer/Geologist/Environmental Scientist	\$154
Senior Engineer/Geologist/Environmental Scientist	\$148
Senior Project Engineer/Geologist/Environmental Scientist	\$145
Project Engineer/Geologist/Environmental Scientist	\$142
Senior Staff Engineer/Geologist/Environmental Scientist	\$128
Staff Engineer/Geologist/Environmental Scientist	\$120
GIS Analyst	\$120
Field Operations Manager	\$ 95
Supervisory Technician	\$ 86
Nondestructive Examination Technician, UT, MT, LP	\$ 85
Senior Field/Laboratory Technician	\$ 79
Field/Laboratory Technician	\$ 79
ACI Concrete Technician	\$ 79
Concrete/Asphalt Batch Plant Inspector	\$ 79
Special Inspector	\$ 79
Technical Illustrator/CAD Operator	\$ 78
Geotechnical/Environmental/Laboratory Assistant	\$ 66
Information Specialist	\$ 66
Data Processing, Technical Editing, or Reproduction	\$ 58

GeoSoils, Inc

Field Technicians	\$ 58
Staff Engineers/Geologists	\$ 98
Senior Field Technicians	\$ 70
Project Engineers/Geologists	\$114
Supervisory Technicians	\$ 75
Principal Engineers/Geologists	\$145
Laboratory Technicians	\$ 70
Office Services/Technical Typing	\$ 55
Technical Illustrators	\$ 60
Field Engineers/Geologists	\$ 92

Scope of Work

The scope of work includes services for a new restroom facility at Tyson Street Park; a new restroom facility near the Bandshell; a new Public Works building; relocation of Oceanside Police Department and visitor information into the existing restroom building.

Conceptual Design

Meet and work with the City of Oceanside and project stakeholders to refine the project scope and program specifics. Provide multiple design concepts to define the character and project elements for presentation to the City, stakeholders and community groups. Coordinate all design team work.

Project Kick-Off

- Project Kick-Off meeting with the City of Oceanside
- Review and finalize conceptual design schedule
- Review and discuss project scope and program requirements
- Discuss community workshops for needs assessment

Provide site investigations, analysis and reports

- Site visit and field verification

Begin preliminary site/building analysis

- Determine with design team key utility, infrastructure and site elements
- Identify existing conditions/site or project boundaries/constraints

Data Collection

- Present concepts and site analysis to community group and obtain feedback for incorporation into design
- Provide community presentation summary documents
- Confirm program requirements with the City of Oceanside, Oceanside Police Department, Public Works/Maintenance, Lifeguard personnel and MainStreet Oceanside

Conceptual Program Development

- Develop architectural components of program and space allocations into conceptual drawings. Multiple options for the Beach Restroom and Operations Facility adjacent to the Band Shell will be developed for review and presentation to the community, client and other stakeholders.

Project Team Meetings

- Meet with the City of Oceanside (allow 3 meetings)
- Meet with Oceanside Police Department, Public Works/Maintenance, Lifeguard personnel and MainStreet Oceanside (allow 2 meetings)
- Review and finalize project scope and program requirements
- Review analysis of existing and new information

Submittals and Deliverables

- Conceptual Design Options for review and approval by the City of Oceanside and other project stakeholders
- Site investigation/analysis reports and studies
- Cost estimate for preferred conceptual design option

Presentations:

- Present concepts and site analysis to community group to obtain feedback for incorporation into design (allow 2-3 presentations). We anticipate that the first community meeting would occur in November, after some of the preliminary research and analysis has been completed.
- Presentation to City Council for Concept Approval

August 26, 2014
Rev. September 4, 2014

Ms. Susan Richard
Safdie Rabines Architects
925 Fort Stockton Drive
San Diego, CA 92103

Subject: Oceanside Beach Restrooms

Dear Susan:

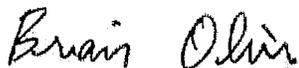
RBF Consulting (RBF) is pleased to submit our proposal for Civil Engineering Services associated with the above-referenced project. The fee reflects the effort required to produce conceptual design documents for a new restroom building and associated utility and parking lot improvements at two sites in the City of Oceanside, CA per the requirements identified in the Request for Proposal dated June 3, 2013 and email request dated September 2, 2014.

Attached is our Scope of Services, Exhibit A; Proposed Compensation, Exhibit B; and identification of certain items not contained in our Scope of Services, Exhibit C.

Please review the enclosed and if it meets with your approval, provide us with your Standard A.I.A. Contract for execution and our records. Please attempt to incorporate the body of this proposal along with the attached exhibits within your standard A.I.A. Contract.

We appreciate the opportunity to provide this proposal and look forward to continuing our valued relationship with you. Please feel free to call if you have any questions.

Sincerely,



Brian K. Oliver, P.E.
Vice President
Land Development

Enclosures

EXHIBIT A
Scope of Services

Consultant agrees to perform the following Scope of Services:

In performing its services hereunder, RBF Consulting (RBF) has or will receive information prepared or compiled by others, the accuracy and completeness of which RBF is entitled to rely upon without independent evaluation or verification.

I CONCEPTUAL DESIGN

Task 1.1 Information Gathering and Orientation

Consultant shall conduct research with the City of Oceanside and utility providers for record drawings of improvements and utilities for the two sites and review existing construction and discretionary permit documents provided by owner. Consultant shall also conduct one site visit to verify improvements and evaluate conditions of areas to remain.

Task 1.2 Topographic Survey

Consultant shall prepare a topographic survey at one foot contour intervals of the two project sites for use in preparing the grading and improvement plans and will include location and size of all trees and major shrubs 4" caliper or larger, curbs, berms, planting areas, street and area lights, major irrigation devices, drain inlets, manholes, valves, utility boxes, meters, catch basins, concrete swales, gutters, signs, walkways, paved areas, fire hydrants, parking meters, power/utility poles, spot elevations tie in points, and utility markouts.

Task 1.3 Boundary Survey

Consultant shall complete a field survey of the property boundary of the two Project Sites and perform an analysis of the field survey data and record data obtained through research and determine a final boundary.

The Client shall provide Consultant with an up-to-date and complete title report, including a copy of each exception document referenced in the title report, covering the subject properties.

The fee for this scope of work is based upon an assumption that adequate and accessible boundary monumentation exists, in Consultant's opinion, in the immediate project vicinity to control this boundary survey. If Consultant determines that the existing monumentation is inadequate, Consultant reserves the right to stop work on the project until additional scope and budget are executed in a separate agreement.

Task 1.4 Base Sheet Preparation

Based on surveys and field investigation, and information obtained from record drawings, Consultant shall prepare a base sheet for each site for use by the design team.

Task 1.5 Concept Design Options

Consultant shall prepare redline grading concepts based on the preliminary site plans provided by the Architect. Concept designs will be free hand drawings and not provided in CADD. The task assumes that there will be

two concept plans provided by the Architect for concept grading options for each site.

Task 1.6 **Lift Station Conceptual Design Memorandum**

Consultant shall prepare a technical memorandum identifying the design criteria for a prepackaged sewage lift station at the north project site to pump sewage from the low point at the new restroom facility to the sewer main in the adjacent street. Preliminary calculations based on building use and population will be provided to establish minimum lift station and force main size. Also included will be recommendations on emergency storage and odor control (scrubber system).

Task 1.7 **Meetings and Coordination**

Consultant shall attend weekly meetings and provide coordination with Client and other Consultants. A maximum of twelve (12) hours has been budgeted for this task. Any additional efforts will be provided as additional services as defined herein.

Additional Services

Services which are not specifically identified herein as services to be performed by RBF or its consultants are considered "Additional Services" for purposes of this Agreement. Client may request that RBF perform services which are Additional Services, however, RBF is not obligated to perform such Additional Services unless an amendment to this Agreement has been fully executed setting forth the scope, schedule and fee for such Additional Service.

In the event RBF performs Additional Services at the Client's request before receipt of such executed amendment, Client acknowledges its obligation to pay for such services at RBF's standard rates, within 30 days of receipt of RBF's invoice.

Assumptions

Consultant's obligations are based upon the following understanding:

- 1) Title reports and proof of legal parcels will be provided by the Client for the Consultant's processing.
- 2) Soils reports will be obtained and provided to the Consultant by the Client.
- 3) Cost estimating will be done by others. RBF will only be responsible for providing drawings and answering questions from cost estimator.
- 4) Existing off-site storm drain and sewer capacities and water pressure are adequate to serve the proposed and future projects and no studies are required.

Exhibit A
Client's Initials _____

EXHIBIT B
Compensation

Client agrees to compensate Consultant for such services monthly on a fixed fee percentage complete basis plus an estimated budget amount of \$500 for the cost of reimbursable expenses to cover coordination, prints and base plan preparation.

I	<u>CONCEPTUAL DESIGN</u>	
Task 1.1	Information Gathering and Orientation	\$3,400
Task 1.2	Topographic Survey	8,700
Task 1.3	Boundary Survey	5,000
Task 1.4	Base Sheet Preparation	2,800
Task 1.5	Concept Design Options	6,200
Task 1.6	Lift Station Conceptual Design Memorandum	3,200
Task 1.7	Meetings and Coordination	<u>2,000</u>
	Conceptual Design Total	\$31,300
	Reimbursables	\$800
	TOTAL	\$32,100

Progress billings will be forwarded to the Client on a monthly basis. These billings will include the fees earned for the billing period plus all direct costs advanced by the Consultant. Reimbursable expenses will be billed at cost.

Payment Provisions

Client shall pay the Consultant for basic services within 30 days of receipt of invoice from Consultant. In no event shall non-payment of Client by Owner relieve Client's responsibility to pay Consultant for Services, basic or additional, approved or authorized by Client.

The fees proposed herein shall apply until March, 2017. Due to ever-changing costs, Consultant may increase that portion of the contract fee for which work remains to be completed after that date. The adjustment will be based on the average percentage increase of the new rate schedule over the previous year. This adjustment may be applied annually if the project extends beyond what would normally be considered a reasonable project processing and approval period.

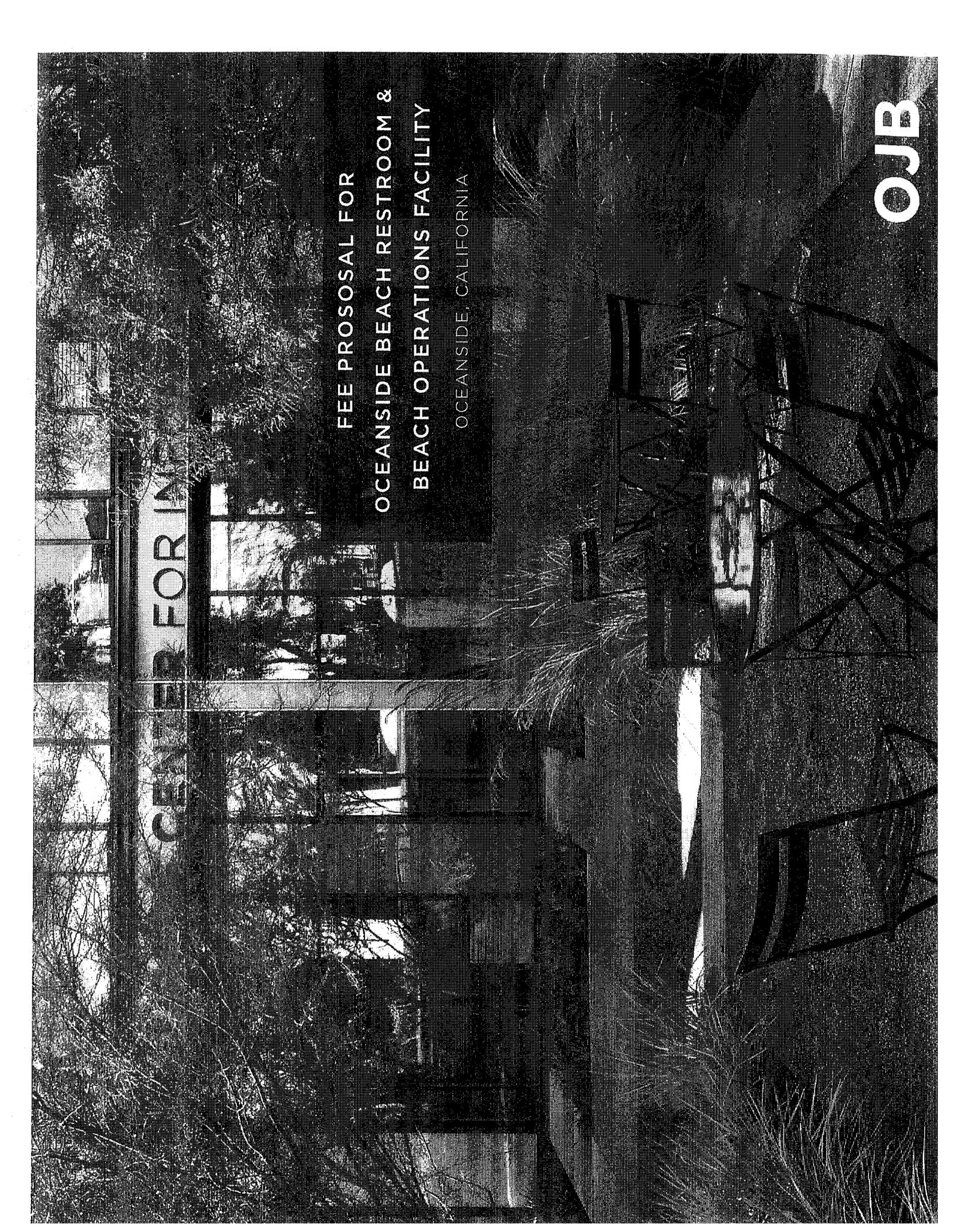
Work shall commence upon receipt of an initialed copy of these Contract Exhibits along with your Standard Form of Agreement.

Exhibit B
 Client's Initials _____

EXHIBIT C
Specific Exclusions

- 1) Preparation of soils reports or soils testing including pavement section recommendations.
- 2) Preparation of landscape and irrigation plans.
- 3) Design or processing approvals for franchise utilities, which include gas, electric, telephone and cable.
- 4) Construction staking. (A proposal will be provided after plan approval upon the Client's request.)
- 5) Building or Engineering Department fees/plan-check fees/inspection fees/bonding premiums.
- 6) Hazardous waste removal if encountered.
- 7) Design of offsite sewer, water, storm drain, etc. facilities.
- 8) Preparation of design documents past Conceptual Design phase. (A proposal will be provided upon the Client's request.)
- 9) Subsurface and foundation drains.
- 10) Sewer, Water, Traffic or Parking Studies.
- 11) SWPPP preparation, update, monitoring, reporting and closeout.
- 12) Mapping services for items such as easement dedications or vacations.
- 13) Offsite improvements related to discretionary permit requirements that were not identified in the Request for Proposal/Statement of Work.
- 14) Traffic Control Plans.
- 15) Reciprocal Parking or Access Agreements
- 16) Anything not specifically included in this proposal.

Exhibit C
Client's Initials _____



CENTER FOR IN

FEE PROSOSAL FOR
OCEANSIDE BEACH RESTROOM &
BEACH OPERATIONS FACILITY

OCEANSIDE, CALIFORNIA

OJB

PROPOSAL

AGREEMENT BETWEEN CLIENT AND LANDSCAPE ARCHITECT

This Agreement effective as of 20 June 2014 is between Safdie Rabines ("Client") and The Office of James Burnett ("Landscape Architect" or "OBJ") for the following Project: Oceanside Beach Restroom and Beach Operations Facility Project in Oceanside, CA.

This proposal for professional services is based on the following assumptions:

1. Text/specs taken from RFP letter, dated 3 June, 2014, and additional information provided by Susan Richard.
2. Added scope per 3 September 2014 to include improvements associated with the Tyson Street Park Restroom Facility.

Article I. Landscape Architect's Basic Services:

A. Basic Services: PHASE 1

1. Conceptual Design Phase

The Conceptual Design involves interactive work sessions with the client group to determine the goals and concepts for the landscape and site development. This Conceptual Design will define the character and essentials of the project, including key features for each of the defined areas. This plan will include a phased and long-range approach and provide the Client with a rough order of magnitude cost associated with each area. This work will be completed in association with a civil engineer to be determined. The Conceptual Design Phase will include:

- a. Inventory of existing conditions.
- b. Development of design strategies.
- c. Benchmark operations facilities and beach restrooms.
- d. Program Guidelines for exterior spaces.
- e. Develop up to three (3) distinct concepts for client review.
- f. Synthesize client feedback and develop final concept design.

Concept Design meetings will include:

- a. One (1) Project Kick-off
- b. Two (2) City of Oceanside Meetings
- c. One (1) Oceanside Police Department, Public Works/Maintenance and Main Street Oceanside Meetings

Submittals and Deliverables

- Scaled colored site plan for presentation/display purposes
- 11x17 color booklet illustrating all landscape improvements, concepts, and materials
- Pricing set of documents to be submitted in City required format. This will cover all hardscape and softscape improvements, material callouts, finishes, and area takeoffs.
- Assistance with 3D renderings as generated by the Architect

Duration 8 meetings / web conferences 4 months

PROPOSAL

B. Exclusions To Scope of Services

The Client shall provide the following information or services as required for performance of the work including: topographic and boundary surveys; legal descriptions of the property; soils testing; other design services (architecture, lighting, water features, irrigation, environmental graphics, etc.); engineering services (soils, structural, electrical, mechanical, traffic, civil, etc.); base information; controlled aerial photographs; site photography and site program.

OJB assumes no responsibility for the accuracy of such information or services and shall not be liable for errors or omissions therein. Should OJB be required to provide service in obtaining or coordinating compilation of this information, such services shall be charged as Extra Services, but only after the Client approves them.

C. Additional Services

Additional Services beyond Landscape Architect's Basic Services may be provided if confirmed in writing, pursuant to Appendix A attached hereto. Additional services may include but are not limited to presentation models, drawings and renderings; and subconsultants.

Article II. Client's Responsibilities

- A. Client agrees to provide Landscape Architect with all information, surveys, reports, professional recommendations, and any other related items requested by Landscape Architect in order to provide its professional services. Landscape Architect may rely on the accuracy and completeness of these items.
- B. Client shall furnish the services of the following consultants: Architects, MEP Engineers, Structural Engineers, Civil Engineers, and Fountain Consultant.
- C. Client agrees to advise Landscape Architect of any known or suspected contaminants at the project site. Client shall be solely responsible for all subsurface soil conditions.
- D. Client will obtain and pay for all necessary permits from authorities with jurisdiction over the project.
- E. Client agrees to provide the items described in Article II.A and to render decisions in a timely manner so as not to delay the orderly and sequential progress of Landscape Architect's services.

Article III. Estimated Schedule and Project Budget

- A. Landscape Architect shall render its services as expeditiously as is consistent with professional skill and care. During the course of the project, Force Majeure events may impact any project schedule.
- B. As of the date of this Agreement, Client's project budget is not determined. Client agrees to promptly notify Landscape Architect if Client's schedule or budget changes. Client acknowledges that significant changes to the project or construction schedule or budget, or to the project's scope may require Additional Services of Landscape Architect.

Article IV. Compensation and Payments

PHASE 1	Meetings/ Web Conferences	Duration	Fee
Concept Design	8	4 months	28,500
Total		4 months	\$28,500
			Estimated Reimbursable Expenses \$ 2,000

All fees shall be charged in accordance with the terms and conditions in Appendix A attached hereto, and which is incorporated and made part of this agreement by reference. Reimbursable expenses are in addition to the above fees.

Article V. Termination

- A. Either party shall have the right to terminate this Agreement by written notice to the other upon the occurrence of any of the following:
- 1. The failure of either party to cure any monetary default (including failure to pay Landscape Architect's fees and charges within five calendar days after written notice thereof), or the failure to cure any other default within ten (10) calendar days after written notice thereof;
 - 2. Either party becomes insolvent, is adjudicated as bankrupt, its business comes into possession or control, even temporarily, of any trustee in bankruptcy, has a receiver appointed for it, or makes a general assignment for the benefit of creditors;
 - 3. This contract may be terminated upon thirty (30) days written notice by either party.
- B. Upon the effective date of the termination of this Agreement for any reason:
- 1. Each party will pay to the other parties all monies due to them under this Agreement within thirty (30) days after the effective date of the termination.
 - 2. If terminated, Client agrees to pay Landscape Architect for all Basic and Additional Services rendered and Reimbursable Expenses incurred up to the date of termination.
 - 3. The continuing obligations contained in Articles VI through VIII of this Agreement shall survive the termination of this Agreement.
- C. Landscape Architect shall have no liability because of such suspension of services or termination under the terms of this Agreement.

Article VI. Dispute Resolution

- A. Client and Landscape Architect agree to mediate claims or disputes arising out of or relating to this Agreement before initiating litigation. The mediation shall be conducted by a mediation service acceptable to the parties. A party shall make a demand for mediation within a reasonable time after a claim or dispute arises, and the parties agree to mediate in good faith. In no event shall any demand for mediation be made after such claim or dispute would be barred by applicable law. The mediator's fee shall be shared equally. Mediation shall be conducted in San Diego, California or at a location mutually agreed upon by the parties.
- B. Arbitration Agreement
- In the event of a disagreement, which cannot be amicably settled by the parties pursuant to Article VI.A, such disagreement shall be submitted to binding arbitration. Any legal or equitable dispute or controversy between Landscape Architect and Client, arising under, out of, or in connection with the services to be provided under this Agreement or in relation to this Agreement (whether based on contract, tort, statute or any other theory of recovery) shall be resolved exclusively by binding arbitration in accordance with the Federal Arbitration Act. This provision shall apply to any such disputes or controversies involving Landscape Architect and Client and/or their shareholders, partners, trustees, administrators, council, directors, officers, managers, supervisors and other employees. Notwithstanding the above, this Arbitration Agreement does not apply to any dispute seeking monetary damages where the claim for damages is less than \$50,000. The arbitration proceedings shall be conducted in San Diego, California in accordance with the Commercial Dispute Resolution Rules of the American Arbitration Association ("AAA") in effect at the time a demand for arbitration is made. One arbitrator shall be used and shall be chosen by mutual agreement of the parties or if no agreement is reached, an arbitrator shall be chosen by AAA pursuant to its Rules. The arbitrator must be an attorney licensed to practice law in the State of California. The arbitrator shall be required to determine the rights of the parties in accordance with California state and federal law. The arbitrator shall have the authority to consider and grant a motion to dismiss and motion for summary judgment applying the standards governing such motions under the Federal Rules of Civil Procedure. The arbitrator shall coordinate, and limit as appropriate, all pre-arbitral discovery, which shall include document production, information requests, and depositions. The arbitrator shall issue a written decision and award, which shall explain the basis of the decision. The decision and award shall be exclusive, final, and binding on both Landscape Architect and Client, and their successors and assigns.

PROPOSAL

Article VII. Use and Ownership of Landscape Architect's Documents

- A. Upon the parties signing this Agreement, Landscape Architect grants Client a nonexclusive license to use Landscape Architect's documents as described in this Agreement, provided Client performs in accordance with the terms of this Agreement. No other license is implied or granted under this Agreement. All instruments of professional service prepared by Landscape Architect, including but not limited to, drawings and specifications, are the property of Landscape Architect. These documents shall not be reused on other projects without Landscape Architect's written permission. Landscape Architect retains all rights, including copyrights, in its documents. Client or others cannot use Landscape Architect's documents to complete this Project with others unless Landscape Architect is found to have materially breached this Agreement.

Article VIII. Miscellaneous Provisions

- A. This Agreement is to be construed in accordance with the law of the State of California. Venue for any dispute between the parties not covered by the Arbitration Agreement shall be in San Diego County, California.
- B. This Agreement is the entire and integrated agreement between Client and Landscape Architect and supersedes all prior negotiations, statements or agreements, either written or oral. The parties may amend this Agreement only by a written instrument signed by both Client and Landscape Architect.
- C. In the event that any term or provision of this Agreement is found to be unenforceable or invalid for any reason, the remainder of this Agreement shall continue in full force and effect, and the parties agree that any unenforceable or invalid term or provision shall be amended to the minimum extent required to make such term or provision enforceable and valid.
- D. Neither Client nor Landscape Architect shall assign this Agreement without the written consent of the other.
- E. Client Information: Landscape Architect reserves the right to provide any client or potential client access to a list of Landscape Architect's clients and a description of service provided to such clients. Client consents to such disclosure, including the listing of Client's name and services provided to Client (financial terms relating to the purchase shall not be disclosed).
- F. Irrespective of any other term in this Agreement, Landscape Architect shall not control or be responsible for construction means, methods, techniques, schedules, sequences or procedures; or for construction safety or any other related programs; or for another parties' errors or omissions or for another parties' failure to complete their work or services in accordance with Landscape Architect's documents.
- G. Indemnification: Client agrees to indemnify, defend and hold Landscape Architect harmless from and against any and all claims, liabilities, suits, demands, losses, costs and expenses, including, but not limited to, reasonable attorneys' fees and all legal expenses and fees incurred through appeal, and all interest thereon, accruing or resulting to any and all persons, firms or any other legal entities on account of any damages or losses to property or persons, including injuries or death, or economic losses, arising out of the Project and/or this Agreement (whether before, during, or following the term of the Agreement) or any action or inaction by Landscape Architect, regardless of whether such claims or actions are founded in whole or part upon alleged negligence or gross negligence of Landscape Architect or its employees or agents, unless such damages or losses are found by a court or forum of competent jurisdiction to be caused by Landscape Architect's willful misconduct or fraud.
- H. Force Majeure: Neither party shall be liable for any loss or delay resulting from any force majeure event, including acts of God, fire, natural disaster, terrorism, labor stoppage, war or military hostilities, and any payment or delivery date shall be extended to the extent of any delay resulting from any force majeure event.
- I. Should any legal proceeding be commenced between the parties to this Agreement seeking to enforce any of its provisions, including, but not limited to, fee provisions, the prevailing party in such proceeding shall be entitled, in addition to such other relief as may be granted, to a reasonable sum for attorneys' and expert witnesses' fees, which shall be determined by the court or arbitrator in such a proceeding.
- J. Client and Landscape Architect waive incidental or consequential damages for any claims, disputes or other matters in question arising out of or relating to this Agreement. Landscape Architect's waiver of incidental or consequential damages, however, is contingent upon the Client requiring contractor and its subcontractors to waive all incidental and consequential damages against Landscape Architect for claims, disputes or other matters in question arising out of or relating to the Project.

APPENDIX A

Appended to and part of Agreement for Professional Services between The Office of James Burnett and Client.

FEES FOR PROFESSIONAL SERVICES

Services outlined under the Scope of Services shall be provided for as stipulated in the Agreement for Professional Services under "fees and terms"

REIMBURSABLE COSTS

The following costs shall be reimbursed at cost plus 10% and are not included in the Fee for Professional Services.

- A. Cost of copies of drawings, specifications, reports and cost estimates; xerography and photographic reproduction of drawings and other documents furnished or prepared in connection with the work of this contract.
- B. Cost of commercial carrier and public transportation, lodging, car rental and parking, sustenance and out-of-pocket expenses. Private automobile travel at \$0.565 per mile. Webconference, conference calls, long distance telephone and fax charges. Electronic data processing, with approval of Client. Photographic services, film and processing.
- C. Cost of models, special renderings, promotional photography, special process printing, special equipment, special printed reports or publications, maps and documents.
- D. Fees for additional special consultants retained with the prior approval of Client.

EXTRA SERVICES

A. Extra services shall be provided on an hourly basis as follows:

President	\$ 240.00
Principal	\$ 200.00
Vice President	\$ 180.00
Studio Leader	\$ 160.00
Senior Associate	\$ 135.00
Associate	\$ 120.00
Architectural Assistant	\$ 90.00
Clerical	\$ 45.00

Note: The Hourly Labor Billing Rates listed above are effective through December 31, 2014 and may be adjusted annually thereafter to compensate for any increases in the Consultant's labor rates.

- B. Extra Services include, but are not limited to:
 - 1. Revisions and changes in approved drawings.
 - 2. Modifications of drawings and specifications to reflect a changed project budget when that budget varies more than 10 percent between the time of approval of the schematic design estimate of probable construction costs and the time of award of a construction contract. The preparation of alternates after the completion of design development documents. Deductive change orders requested by client after completion of construction documents.
 - 3. Plan preparation for and construction observation of portions of a project let on a segregated bid basis to be phased during construction. Services with respect to replacement of any work damaged during construction. Services required as a result of the default or insolvency of contractor.

4. Preparation of record drawings or of measured drawings of existing conditions. If record drawings are requested, OJB shall have the right to rely on the completeness and accuracy of the as-built conditions supplied by the contractor.
5. Providing prolonged construction observation should the construction time be substantially extended through no fault of OJB.
6. Providing public presentations and political processing for governmental approvals.
7. Providing master plan codes, covenants and regulations controlling all future work.
- C. Extra Services shall be performed only upon the prior approval of Client.

STATEMENTS

Fees for Professional Services shall be billed just after the 1st of each month for payment based upon hourly rates. Reimbursable Costs shall be billed with fee invoices.

ACCOUNTS

Accounts are payable net 30 days from date of invoice. Remit payment to:

The Office of James Burnett
3313 D'Amico Ave.
Houston, TX 77019

The monthly fees provided for above shall be payable within thirty (30) days of invoicing. Interest shall accrue on the amount of past-due fees at the annual rate of eighteen (18%) percent (one and one-half (1.5) percent per month) or the maximum rate allowed by law, whichever is less.

Invoices shall be wired to:

Texas Capital Bank, N.A.
ABA: 111-01-7979

For Further Credit To: The Office of James Burnett, Inc.

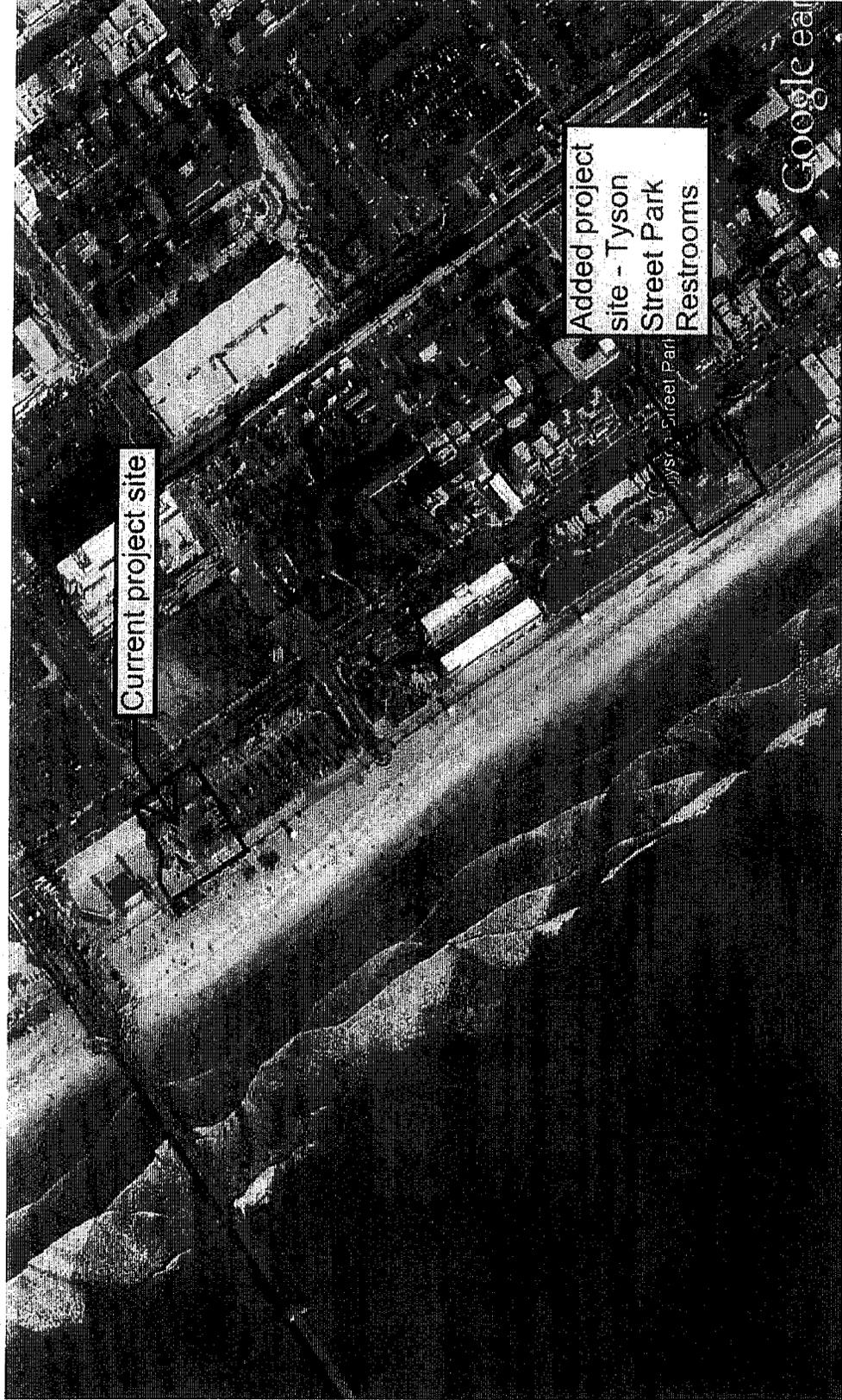
Texas Capital bank Account No. 311-100-8102
2000 McKinney Ave.
Dallas, TX 75201

DISPUTED INVOICES

If Client reasonably disputes any portion of an OJB invoice, Client must pay the undisputed portion of the invoice in accordance with the terms and conditions of this Agreement and submit a written claim to the OJB Business Manager for the disputed amount. All claims disputing an invoice amount must be submitted to OJB within twelve (12) months from the invoice date. Client waives the right to dispute any charges not disputed within the time frame set forth above. In the event that the dispute is resolved against Client in accordance with the procedures hereunder, Client shall pay such amounts plus interest at the rate of 1.5% per month (pro-rated on a daily basis) or the highest rate allowed by law, whichever is less.

OWNERSHIP OF DOCUMENTS

Original drawings and other documents, as instruments of service, are the property of OJB. One reproducible set of final documents will be furnished to the Client upon request.



Limit of Scope



BSE ENGINEERING

BSE Engineering, Inc. 10680 Trenea Street, Suite 100, San Diego, CA 92131

tel 858.279.2000 fax 858.279-2626 www.BSEengineering.com

September 3, 2014

Safdie Rabines Architects
Susan Richard
925 for Stockton Drive
San Diego, CA 92103

Dear Susan:

Re: BSE Engineering Fee Proposal for Phase 1 - Conceptual Design Phase for Projects:
1. Oceanside Beach Restroom and Beach Operations Facility
2. Restroom Facility at Tyson Street Park
Mechanical, Electrical and Plumbing Engineering Support Services

BSE Engineering is pleased to submit this revised fee proposal based on the Request for Proposal issued by the City of Oceanside, dated June 3rd, 2014 and our follow up email correspondence regarding the scope of services.

This revised fee proposal includes the addition of the Tyson Street Park restrooms as per your email of September 2nd, 2014. Per our further discussions, we have updated our hours to exclude the requirement to issue a report summarizing our findings and recommendations, since it seems that the project will move right into the Schematic Design phase shortly after the Conceptual Design Phase.

It is our understanding that only preliminary analysis of the available SDG&E service is required in this phase and that detailed service coordination will be addressed in the next phase once all building siting issues have been addressed.

The scope of work shall cover the conceptual phase of the project and address the following elements:

1. Site visits to both building sites and field verifications in preparation of the proposed buildings.
2. Preliminary analysis of the SDG&E utility services for both building sites.
3. Meetings (total of 6 hours)
4. Concept Development site drawings

1. FEES:

1. Principal Electrical Engineer	16 hrs x \$175 = \$2,800
2. Principal Mechanical Engineer	12 hrs x \$175 = \$2,100
3. Project Manager	24 hrs x \$150 = \$3,600
Total	\$8,500

Additional Cost Allowances:

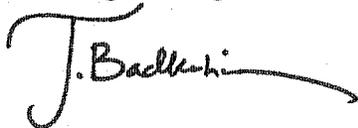
A. Sewage System Camera Work **\$1,250** (If required)

This 3rd party investigative work will provide clear direction on the condition of the existing underground sewer system to help clarify the required scope of work associated with the replacement of the existing underground piping.

B. Reimbursable Expense Allowance (at cost): **\$500**

We appreciate the opportunity to work with you on this project and look forward to providing you our service. Please contact me if you have any question or would like to discuss any items of this proposal.

Sincerely,
BSE Engineering, Inc.



Tamara Badkerhanian-Ganev
President/CEO

COTTRELL ENGINEERING

Consulting Structural Engineers

AN AGREEMENT FOR THE PROVISION OF LIMITED PROFESSIONAL SERVICES

DATE: September 2, 2014

CLIENT: Susan Richard
Safdie Rabines Architects
925 Ft Stockton Drive
San Diego, CA 92103

PROJECT: Oceanside Beach Restroom and Beach Operations Facility
+ Tyson Street Park Restrooms

LOCATION: Oceanside, CA

SCOPE/INTENT AND EXTENT OF SERVICES: Structural evaluation of the existing Oceanside Bathhouse building for the Conceptual Design Phase of the project and Conceptual Design Phase Services for the Tyson Street Park Restrooms to include:

- Site visit
- Research on permitting history and past seismic retrofits
- Written report on code requirements for changing the use or occupancy of an existing unreinforced masonry building
- Two meetings with architect to consult on design concepts
- Consultations on preliminary designs

FEE ARRANGEMENT: Fixed Fee of \$1,400.00 (One thousand four hundred dollars), plus \$100.00 for reimbursable expenses

THE TERMS AND CONDITIONS ON THE TWO-PAGE ATTACHMENT ENTITLED "EXHIBIT A" ARE A PART OF THIS AGREEMENT.

Offered by:

Accepted by:

Thomas E. Cottrell, SE2929, President
Cottrell Engineering

Susan Richard
Architect

Date

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GEOISOILS, INC

Scope of Work

Work includes the following for 2 project sites:

- Tyson Street Park for a new restroom
 - The Bandshell area for a new restroom facility, a new Public Works building, and relocation of Oceanside Police Department and visitor information into the existing restroom building.
1. Review topography and development plans by others
 2. Review available regional oceanographic information and historical aerial photographs.
 3. Perform wave runup analysis per FEMA & USACOE methodology using the latest Coastal Commission sea level rise data (the California Coastal Commission (CCC) released a Draft Sea-Level Rise Policy Guidance document in October 2013).
 4. Prepare a Coastal Hazard & Wave Runup Study per City of Oceanside & California Coastal Commission requirements. It should be noted that there are two different runup conditions. The first is wave runup beneath the pier to the quarry stone shore protection fronting the lifeguard HQ located on the seaward side of The Strand. The second is the facility on the landward side of The Strand. These represent two different wave runup conditions.
 - a. Coastal Engineering Hazard Analysis prepared by a registered civil engineer with coastal experience which provides detailed site specific information regarding all potential coastal hazards from erosion,, tide range, local topography, bathymetry, geological conditions, flooding, tsunami, wave attack, wave run-up, scour and other localized conditions in conjunction with sea level rise. Sea level rise information shall be provided using the best/latest available scientific information for the expected economic life the structures (assumed to be 25 years unless otherwise determined).
 5. Report to provide conclusions and recommendations to support development

The draft report will be provided within 20 days of receipt of notice to proceed and retainer. The final report will be provided once you have reviewed and approved the draft report. The scope of work includes a review of final plans and letter of plan conformance with the study

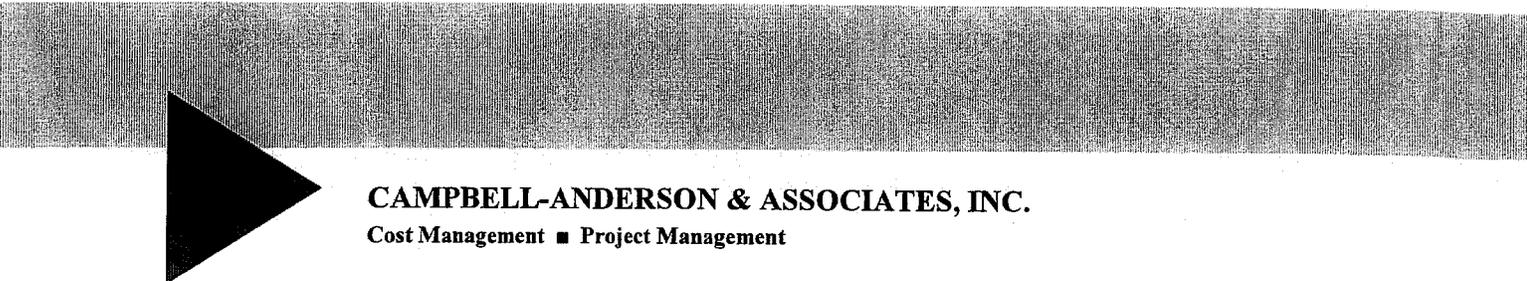
The estimated cost is NOT TO EXCEED \$5350

ARCHAEOS SCOPE OF WORK FOR CONCEPTUAL DESIGN

2 meetings (3 hrs ea, including travel time):	\$ 900 (\$450 ea)
Coordination time (8 hrs):	\$1,200
Review of project and report preparation (6 hrs)	\$ 900

Any unspecified additional tasks to be billed at the rate of \$150 /hr.

Ruth Gautereaux of Archaeos confirmed that the Tyson Street Restroom building is not historically significant.



CAMPBELL-ANDERSON & ASSOCIATES, INC.

Cost Management ■ Project Management

September 3, 2014

Ms. Susan Richard
Safdie Rabines Architects
925 Fort Stockton Drive
San Diego, CA 92103

Re: Oceanside Beach Restroom and Beach Operations Facility RFP,
City of Oceanside, California

Dear Susan:

Further to your request, we are pleased to submit our Revised Fee Proposal to prepare a Conceptual Estimate for the Phase 1 scope of work as described in your email dated June 12 and September 2, 2014 for a fixed fee of five thousand five hundred dollars (\$5,500.00).

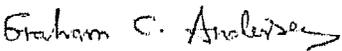
Our fee includes for preparation of estimates for all disciplines except hazardous material abatement and furniture, fixtures, and equipment. All additional services requested shall be billed in accordance with the following rates:

- Senior Cost Manager	\$150.00 per hour
- Clerical	\$50.00 per hour
- Expenses	Reimbursed at cost + 10%.

Should you have any questions on the above, please do not hesitate to contact us.

Sincerely,

CAMPBELL-ANDERSON & ASSOCIATES, INC.


Graham C. Anderson, MRICS
Principal

GCA/cc



Current project site

Added project site - Tyson Street Park Restrooms

Google Earth