ITEM NO. 12

*STAFF REPORT*

*CITY OF OCEANSIDE*

DATE: March 4, 2015

TO: Honorable Mayor and City Councilmembers

FROM: Development Services Department

SUBJECT: **APPROVAL OF AMENDMENT 1 TO THE PROFESSIONAL SERVICES AGREEMENT FOR THE CIVIC CENTER FOUNTAIN REFURBISHMENT PROJECT; APPROVAL OF A BUDGET TRANSFER; AND APPROVAL OF A BUDGET APPROPRIATION**

## SYNOPSIS

Staff recommends that the City Council approve Amendment 1 in the amount of $10,000 to the Professional Services Agreement with Aquatic Design Group, to provide additional construction support services for the Civic Center Fountain Refurbishment Project; approve a budget transfer in the amount of $10,000 from the Building Maintenance Fund to the Municipal Buildings Fund; approve a budget appropriation in the amount of $10,000 from the Municipal Buildings Fund to the Civic Center Fountain Project account; and authorize the City Engineer to execute the amendment.

## BACKGROUND

On November 18, 2013, a Professional Services Agreement was entered into with Aquatic Design Group to prepare plans and specifications for the Civic Center Fountain refurbishment.

On September 24, 2014, the City Council approved the plans and specifications for the Civic Center Refurbishment Project, and authorized the City Engineer to call for bids.

On November 5, 2014, City Council awarded a contract for the refurbishment of the Civic Center Fountain to California Waters Development, Inc. of Santa Ana.

On December 8, 2014, California Waters Development, Inc. commenced with the construction for the Civic Center Refurbishment project with an anticipated completion date of April 16, 2015.

## ANALYSIS

Several inconsistencies in dimensions, wire locations, plumbing, and other components have been discovered during construction between the 1988 as-built drawings and what currently exists in the field.

Aquatic Design Group used the as-built drawings as a basis for design, and the discrepancies have resulted in several requests for information (RFIs), which may delay the completion of the project. Due to extra time needed to address these RFIs, funds have been exhausted for construction support services.

Aquatic Design Group's input and recommendations have been essential during the construction phase of the project, and staff is requesting funding to continue construction support services through the remaining period of construction.

## FISCAL IMPACT

The original contract price with Aquatic Design Group is $32,500. The FY 2014-15 CIP Budget includes $35,000 in project funds in the Civic Center Building Maintenance account 630630581.5320. The total cost of Amendment 1 is $10,000.

To ensure sufficient funds are available, $10,000 must be transferred from the Building Maintenance Fund (1851.6900.0581) to the Municipal Buildings Fund (1581.6800.0851) and then appropriated to the Civic Center Building Maintenance project account (630630581.5320). The Building Maintenance Fund (851) has available reserves of $2.10 million. Therefore, sufficient funds are available.

## INSURANCE REQUIREMENTS

The City's standard insurance requirements will be met.

## 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 Amendment 1 in the amount of $10,000 to the Professional Services Agreement with Aquatic Design Group of Carlsbad, to provide additional construction support services for the Civic Center Fountain Refurbishment Project; approve a budget transfer from the Building Maintenance Fund to the Municipal Buildings fund; approve an appropriation from the Municipal Buildings Fund to the Civic Center Fountain Project account; and authorize the City Engineer to execute the amendment.

PREPARED BY:

Gary Smith
Associate Engineer

SUBMITTED BY:

Michelle Skaggs Lawrence
Interim City Manager

REVIEWED BY:

Jane McPherson, Interim Financial Services Director

Scott O. Smith, City Engineer

Jason Dafforn, Interim Water Utilities Director

Hans K. Koger, Public Works Division Manager

Tony Visco, Maintenance Supervisor

Attachments:

1. Amendment 1 to PSA with Aquatic Design

2. Original PSA dated November 18, 2013

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

**PROJECT: Civic Center Fountain Renovation - 912138600581**

THIS AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT (hereinafter "Amendment"), dated _____, 2015, for identification purposes, is made and entered into by and between the CITY OF OCEANSIDE, a municipal corporation, hereinafter designated as "CITY", and Aquatic Design Group, hereinafter designated as "CONSULTANT."

## RECITALS

WHEREAS, CITY and CONSULTANT are the parties to that certain Professional Services Agreement dated November 18, 2013, hereinafter referred to as the "Agreement", wherein CONSULTANT agreed to provide certain services to the CITY as set forth therein;

WHEREAS, the parties desire to amend the Agreement to provide for changes and/or modifications to Section 1, SCOPE OF WORK; and Section 8, 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, SCOPE OF WORK, shall be amended to reflect and include additional as-needed construction support services.

   Consultant's proposal (Exhibit A) is attached hereto and incorporated herein by reference.

2. Section 8, COMPENSATION, is hereby amended by adding a lump sum fixed fee amount not to exceed $10,000 for the additional work for a total contract amount not to exceed $42,500.

3. Except as expressly set forth in this Amendment, the Agreement shall remain in full force and effect and is hereby ratified and reaffirmed.

**Civic Center Fountain Renovation - 912138600581**

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

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

AQUATIC DESIGN GROUP

By: _____ Pres/Architect
Name/Title

Date: 2/18/15

By: _____ VP-Secretary
Name/Title

Date: 2-18-15

33-0375578
Employer ID No.

CITY OF OCEANSIDE

By: _____
Steven R. Jepsen/City Manager

Date: _____

APPROVED AS TO FORM:

_____ Asst.
City Attorney

**PLEASE SEE ATTACHED CALIFORNIA CERTIFICATE**
Leah Aaron, Notary Public
Feb. 18, 2015

See attached
Notary
Michelle Alvarez, Notary Public
Feb. 18, 2015

G:\ADMIN\Admin Docs - Specs and Staff Reports\Professional Services Agreements\Aquatic Design Grp Civic Center Fountain Amend 1.doc

**NOTARY ACKNOWLEDGMENTS OF CONSULTANT MUST BE ATTACHED.**



(Revised 11-2008)

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT** **CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )
County of San Diego )

On Feb. 18, 2015 before me, Leah Aaron, Notary Public,
*Date* *Here Insert Name and Title of the Officer*

personally appeared Scott J. Ferrell
*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.

LEAH AARON
COMM. # 2085132
NOTARY PUBLIC • CALIFORNIA
SAN DIEGO COUNTY
Commission Expires NOV 2, 2018

Signature Leah Aaron
*Signature of Notary Public*

*Place Notary Seal Above*

**OPTIONAL**

*Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.*

**Description of Attached Document**

Title or Type of Document: Amendment to Agreement Document Date: Feb. 18, 2015
Number of Pages: Two Signer(s) Other Than Named Above: None

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: Scott J. Ferrell
☒ Corporate Officer — Title(s): CEO/Architect
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other:
Signer Is Representing:

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

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**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT** **CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )
County of San Diego )
On February 18, 2015 before me, Michelle Alvarez, Notary Public
*Date* *Here Insert Name and Title of the Officer*
personally appeared Justin Oliver Caron
*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.

MICHELLE ALVAREZ
Commission #2066146
Notary Public - California
San Diego County
My Comm. Expires APRIL 28, 2018

Signature Michelle Alvarez
*Signature of Notary Public*

*Place Notary Seal Above*

**OPTIONAL**

*Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.*

**Description of Attached Document**
Title or Type of Document: City of Oceanside - Amendment 1 to Professional Services Agreement Document Date: 2/18/15
Number of Pages: 2 Signer(s) Other Than Named Above: _____

**Capacity(ies) Claimed by Signer(s)**

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

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

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**Exhibit A**

The Scope of Services shall be compensated for on an hourly basis not-to-exceed the following:

Task 1: Construction Support Services $10,000 billed on an hourly basis

Compensation for services, when authorized in advance by the CITY, shall be provided in conformance with the following hourly rates:

| | |
|---|---|
| Principal | $195 per hour |
| Project Architect/Engineer | $165 per hour |
| Project Manager | $135 per hour |
| Construction Manager | $125 per hour |
| CAD Technician | $100 per hour |
| Graphic Technician | $85 per hour |
| Clerical | $50 per hour |

Document No. 14-D0002-4

# CITY OF OCEANSIDE

## PROFESSIONAL SERVICES AGREEMENT

**PROJECT: Civic Center Fountain Renovation**

THIS AGREEMENT, dated November 18, 2013 for identification purposes, is made and entered into by and between the CITY OF OCEANSIDE, a municipal corporation, hereinafter designated as "CITY", and Aquatic Design Group, hereinafter designated as "CONSULTANT."

**NOW THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:**

1. **SCOPE OF WORK.** The project is more particularly described as follows:

   Consultant shall provide the City of Oceanside with complete design drawings and structural and mechanical engineering services for the renovation of the existing Civic Center main fountain.

   CONSULTANT'S proposal (Exhibit "A") is attached hereto and incorporated herein by this reference.

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.

**Civic Center Fountain Renovation**

## 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 |
| Automobile Liability Insurance | $ 1,000,000 |

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

**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.

**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 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 **THIRTY TWO THOUSAND FIVE HUNDRED DOLLARS $32,500.00**

   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 within sixty (90) calendar days of the commencing of the project.

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.

**Civic Center Fountain Renovation**

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.

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.

Aquatic Design Group

By: _____ / VP
Name/Title

CITY OF OCEANSIDE

By: _____
City Manager

12-31-13

**Civic Center Fountain Renovation**

Date: 12/19/13

By: _____ / SEC.
Name/Title

Date: 12/19/13

33-0375578
Employer ID No.

Date: _____

APPROVED AS TO FORM:

_____, ASST.
City Attorney

**NOTARY ACKNOWLEDGMENTS OF CONSULTANT MUST BE ATTACHED.**

**PLEASE SEE ATTACHED**
**CALIFORNIA CERTIFICATE**
Leah Wright, Notary Public
12/19/2013

~~**EXHIBIT "A"**~~

# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

State of California
County of San Diego }

On 12/19/2013 (Date) before me, Leah Wright, Notary Public (Here Insert Name and Title of the Officer)

personally appeared Scott J. Ferrell (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: Leah Wright (Signature of Notary Public)

LEAH WRIGHT
COMM: #1911858
NOTARY PUBLIC • CALIFORNIA
SAN DIEGO COUNTY
Commission Expires Nov 2, 2014

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: Civic Center Fountain Renovation

Document Date: 12/19/2013 Number of Pages: Six

Signer(s) Other Than Named Above: None

**Capacity(ies) Claimed by Signer(s)**

| Signer's Name: Scott J. Ferrell | Signer's Name: |
|---|---|
| ☒ Corporate Officer — Title(s): Vice President & Secretary | ☐ Corporate Officer — Title(s): |
| ☐ Individual | ☐ Individual |
| ☐ Partner — ☐ Limited ☐ General | ☐ Partner — ☐ Limited ☐ General |
| ☐ Attorney in Fact | ☐ Attorney in Fact |
| ☐ Trustee | ☐ Trustee |
| ☐ Guardian or Conservator | ☐ Guardian or Conservator |
| ☐ Other: | ☐ Other: |
| Signer Is Representing: | Signer Is Representing: |
| RIGHT THUMBPRINT OF SIGNER — Top of thumb here | RIGHT THUMBPRINT OF SIGNER — Top of thumb here |

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Item #5907

EXHIBIT "A"

Document No. 14-D0002-4

AQUATIC DESIGN GROUP

**PROPOSAL FOR CONSULTANT SERVICES**

## 1.0 INTRODUCTION

1.1 AQUATIC DESIGN GROUP, INC. of Carlsbad, California (hereinafter referred to as "CONSULTANT"), proposes to provide consulting design services to CITY OF OCEANSIDE, CALIFORNIA, (hereinafter referred to as "CLIENT") for the following project:

Oceanside Plaza Fountain Water Feature
Oceanside, California

1.2 In conformance with the revised Request for Proposal dated 2 September 2013 as issued by Mr. Tony Visco, CONSULTANT shall provide:

## 2.0 SCOPE OF WORK

2.1 CONSULTANT shall provide structural and mechanical engineering services as hereinafter described for the renovation of the existing water feature within the above referenced project including mechanical equipment and waterproofing.

## 3.0 SCOPE OF SERVICES

3.1 Construction Documents Phase:

3.1.1 Based upon the approved Conceptual / Schematic Design Documents and any adjustments authorized by CLIENT in the program, schedule or construction budget, CONSULTANT shall prepare, for approval by CLIENT, Construction Documents consisting of Drawings and Specifications setting forth in detail the requirements for construction of the water feature. Construction Documents Phase deliverables shall include the following:

.1 Architectural Drawings:

- Water feature equipment / plaster demolition plan.
- Water feature sections.
- Miscellaneous water feature architectural details.
- Water feature tile layout plan.

.2 Structural Drawings:

# EXHIBIT "A"



- Pump station roof slab details.
- Miscellaneous water feature structural details.

.3 Mechanical Drawings:

- Water feature piping plan.
- Water feature mechanical equipment piping plan.
- Water feature mechanical equipment sections.
- Miscellaneous water feature mechanical details.

.4 Electrical Drawings:

- Water feature single phase panel schedule.
- Miscellaneous water feature electrical details.

.5 Final form water feature technical specifications in CSI format.

3.1.2 CONSULTANT shall submit to CLIENT an estimate of probable construction cost based upon current area, volume, or other unit costs.

3.1.3 CONSULTANT shall assist CLIENT in the preparation of the necessary bidding information, bidding forms, the Conditions of the Contract, and the form of Agreement between the Owner and the Contractor, as it relates to the design program elements.

3.1.4 CONSULTANT shall assist CLIENT in connection with CLIENT's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

3.2 Construction Phase:

3.2.1 CONSULTANT shall be a representative of and shall advise and consult with CLIENT: 1) during construction until final payment to the Contractor is due; and 2) as an Additional Service at CLIENT's direction from time to time during the correction period described in the Contract for Construction. CONSULTANT shall have authority to act on behalf of CLIENT only to the extent provided in this proposal

unless otherwise modified. CONSULTANT shall provide the following construction support services:

.1 Provide clarification, as required, of construction documents and respond to contractor requests for information.
.2 Review and approval of sample and material submittals specified in Contract Documents dealing specifically with water features.
.3 Assistance with the issuance and negotiation of change orders.
.4 Preparation of Record Drawings based upon redlines submitted by contractor.

3.2.2 CONSULTANT shall visit the site at intervals appropriate to the stage of construction or otherwise agreed by CLIENT and CONSULTANT in writing to become generally familiar with the progress and quality of the Work completed and to determine in general if the Work is being performed in a manner indicating that the Work when completed will be in accordance with the Contract Documents. However, CONSULTANT shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of on-site observations, CONSULTANT shall keep CLIENT informed of the progress and quality of the Work, and shall endeavor to guard CLIENT against defects and deficiencies in the Work.

3.3 Visits to the Project Site:

3.3.1 CONSULTANT shall visit the offices of CLIENT and/or the Project Site in conformance with the following schedule:

.1 Construction Documents Phase..... Three (3) site visits
.2 Construction Phase..... Four (4) site visits

## 4.0 EXCLUSIONS TO SCOPE OF SERVICES

4.1 CLIENT shall provide full information regarding requirements for the project, including a program which shall set forth CLIENT's design objectives, constraints and criteria, including space requirements and relationships, flexibility and expandability, special equipment, systems and site requirements.

# EXHIBIT "A"



Additional information that may be required by CONSULTANT as prepared by other members of the project team shall include:

4.1.1 Base sheets in digital (AutoCAD .dwg) format, including, but not limited to, the following:

.1 Proposed drawing title block.
.2 As-built drawing of existing water feature.

4.1.2 Miscellaneous plan check and permit fees as may be required by regulatory agencies.

## 5.0 COMPENSATION

5.1 CLIENT shall compensate CONSULTANT for services rendered as follows:

5.1.1 Basic Services: The Scope of Services described above shall be compensated for by a lump sum, fixed fee of: THIRTY TWO THOUSAND FIVE HUNDRED AND 00/100 DOLLARS ($32,500.00).

5.1.2 Additional Services: If requested, additional services will be billed for on an hourly basis, in conformance with the rates outlined in Article 5.3, below.

5.1.3 Reimbursable Expenses: In addition to basic compensation, an allowance shall be provided for reimbursable expenses. Reimbursable expenses will be billed at CONSULTANT's direct cost, and shall include the following:

.1 Plotting and reproduction expense of Drawings, Specifications and other documents.
.2 Special delivery and handling of documents and correspondence such as courier and overnight delivery services.
.3 Travel and lodging expense associated with travel outside of Southern California in connection with the Project.

5.2 Terms of Payment:

5.2.1 Payments for Basic Services shall be made based upon percentage of completion in not less than monthly installments, in conformance with the following schedule of values:

| | | |
|---|---|---|
| .1 | Construction Documents Phase..... | $ 28,500.00 |
| .2 | Construction Phase..... | $ 4,000.00 |

5.3 Hourly Rates:

5.3.1 Compensation for additional services (when requested and authorized in advance by CLIENT) shall be provided in conformance with the following hourly rates:

| | | |
|---|---|---|
| .1 | Principal..... | $ 195.00 per hour |
| .2 | Project Architect / Engineer..... | $ 165.00 " " |
| .3 | Project Manager..... | $ 135.00 " " |
| .4 | Construction Manager..... | $ 125.00 " " |
| .5 | CAD Technician..... | $ 100.00 " " |
| .6 | Graphics Technician ..... | $ 85.00 " " |
| .7 | Clerical..... | $ 50.00 " " |

## 6.0 TIME

6.1 CONSULTANT shall prosecute design work in conformance with the following schedule, contingent upon receipt of all required information (program, base sheets, etc.) from CLIENT or CLIENT's designated representative:

6.1.1 Design Development Phase: Complete within thirty (30) calendar days of CONSULTANT's receipt of fully executed professional services agreement between CLIENT and CONSULTANT.

6.1.2 Construction Documents Phase: Complete within thirty (30) calendar days of approval of Design Development Documents and authorization to proceed with Construction Documents Phase.

# EXHIBIT "A"



## 7.0 AUTHORIZED SIGNATURE

7.1 This proposal is valid for thirty (30) calendar days from the date referenced below and is submitted for and in behalf of CONSULTANT by:

**AQUATIC DESIGN GROUP, INC.**

By: Justin O. Caron
Its: Associate

By: Scott J. Ferrell, AIA
Its: Vice-President

09 September 2013

Date