

CITY OF OCEANSIDE

PROFESSIONAL SERVICES AGREEMENT

PROJECT: CIP24-00020 Oceanside Harbor Marine Safety Unit – Modular Building Design Services

THIS AGREEMENT, dated _____, 20__ for identification purposes, is made and entered into by and between the CITY OF OCEANSIDE, a municipal corporation, hereinafter designated as "CITY", and Stephen Dalton Architects, Inc., hereinafter designated as "CONSULTANT."

NOW THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

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

- Conduct a feasibility analysis report (constructability, alternative locations, and environmental constraints)
- Prepare a Coastal Act Consistency review summarizing the project with applicable Coastal Act policies
- Perform preliminary grant funding research
- Provide an eelgrass survey
- Conduct pre-application agency coordination

The scope of work and fee estimate is more fully described in Attachment A.

2. **INDEPENDENT CONTRACTOR.** CONSULTANT'S relationship to the CITY shall be that of an independent contractor. CONSULTANT shall have no authority, express or implied, to act on behalf of the CITY as an agent, or to bind the CITY to any obligation whatsoever, unless specifically authorized in writing by the City Engineer. The CONSULTANT shall not be authorized to communicate directly with, nor in any way direct the actions of, any bidder or the construction contractor for this project without the prior written authorization by the City Engineer. CONSULTANT shall be solely responsible for the performance of its employees, agents, and subcontractors under this Agreement, including the training of each employee regarding the rights and responsibilities of an employer and employee for any potential discrimination or harassment claim under state or federal law. 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

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CONSULTANT hereby certifies that the CONSULTANT is aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and the CONSULTANT will comply with such provisions, and provide certification of such compliance as a part of this Agreement.

4. LIABILITY INSURANCE.

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

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

<u>Comprehensive General Liability Insurance</u> (bodily injury and property damage)	
Combined Single Limit Per Occurrence	\$ 2,000,000
General Aggregate	\$ 4,000,000*
<u>Commercial General Liability Insurance</u> (bodily injury and property damage)	
General limit per occurrence	\$ 2,000,000
General limit project specific aggregate	\$ 4,000,000
<u>Automobile Liability Insurance</u>	\$ 2,000,000

*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

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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 Two Million Dollars (\$2,000,000.00).

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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. CONSULTANT shall provide all such documents in electronic, editable format upon request by 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 \$131,532.00

No work shall be performed by CONSULTANT in excess of the total contract price

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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 170 working days.
10. **ENTIRE AGREEMENT.** This Agreement comprises the entire integrated understanding between CITY and CONSULTANT concerning the work to be performed for this project and supersedes all prior negotiations, representations, or agreements.
11. **INTERPRETATION OF THE AGREEMENT.** The interpretation, validity and enforcement of the Agreement shall be governed by and construed under the laws of the State of California. The Agreement does not limit any other rights or remedies available to CITY.

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. **PROTECTION OF PERSONAL INFORMATION.** “Personal information” means information that identifies, relates to, describes, is reasonably capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular consumer or household, as more fully defined in California Civil Code section 1798.140. The CONSULTANT shall not collect any Personal Information except as is necessary for performance of obligations under this Agreement or otherwise required by law. The CONSULTANT shall protect, according to reasonable industry standards, the privacy and security of any Personal Information to which CONSULTANT has access in connection with this Agreement and shall not disclose such Personal Information to any third party or government agency, including federal immigration enforcement agents, unless required by this Agreement or by State or federal law.

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- 13. **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.
- 14. **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.
- 15. **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.

STEPHEN DALTON ARCHITECTS, INC.

CITY OF OCEANSIDE

By: _____
Name/Title

By: _____
City Manager

Date: _____

Date: _____

By: _____
Name/Title

APPROVED AS TO FORM:

Date: _____

City Attorney

Employer ID No.

NOTARY ACKNOWLEDGMENTS OF CONSULTANT MUST BE ATTACHED.

Oceanside Harbor Marine Safety Unit – Modular Building Proposal

Scope of Work

Task 1: Feasibility Analysis Report

Task 1a: Feasibility Assessment & Alternatives Analysis

GHD, in partnership with SDA, will conduct a site assessment and feasibility study to determine what strategies, opportunities and constraints exist around the constructability of a modular, all-electric facility within the Oceanside Small Craft Harbor (Habor). It is understood that the current proposed Project consists of a marginal wharf in front of the existing MSU docks, with a pier system installation similar to the nearby Coast Guard Office Building. Based on GHD's experience, the design of a marginal wharf marine structure can be more challenging than that of a typical landside structure due to additional permit requirements (i.e., overwater shading) and construction cost. However, there may be other opportunities within the Harbor which achieve the goals and objectives of the Project. To optimize the location and design, the Project team will examine up to four (4) potential relocation sites and summarize opportunities and constraints in a manner that is easily understood by a broad audience.

SDA will evaluate existing building systems and will meet with Lifeguards to review operational requirements and space needs. We will document equipment requirements and sizes, research presedents and determine best practices. We will research modular structures and identify suitable manufacturers and configurations. We will prepare a draft program and issue to City and Lifeguards for review and comment. We will meet the client to review and receive input.

GHD will analyze environmental factors at all four sites to include coastal hazards and sea level rise (SLR), coastal adaptability, biological resources, and permitting complexity. The coastal hazards to be examined include erosion and coastal flooding associated with extreme water levels and waves. Biological resources will include the review of eelgrass within the Project areas being analyzed. GHD will also evaluate constructability relative to each location, presented in a qualitative format within the feasibility analysis report. Constructability will take into account factors such as permit complexity, relative construction cost, and maintenance considerations. The findings of the environmental feasibility analysis will be presented in SDA's location alternative analysis (i.e., constructability, energy requirements, public access, etc.) and delivered in a consolidated feasibility study report.

Task 1b: Coastal Act Consistency Review

GHD understands the Coastal Act, having assisted countless clients in acquiring coastal development permits (CDP). Building from the findings of Task 1a and leveraging the City's Local Coastal Program as a framework, GHD will summarize the proposed Project's consistency with Chapter 3 of the Coastal Act issues, such as public access, marine resources, and developments within the coastal zone. This summary will also provide an overview of the anticipated next steps for acquiring a CDP for the Project and potential impediments for locations being considered.

Task 1c: Preliminary Grant Research

GHD has extensive knowledge of the various grant programs available for coastal projects and routinely monitors for federal, state, regional, and private grant funding opportunities. GHD's knowledge of grant programs coupled with technical expertise has led to the successful procurement of grant funding for several clients. Some examples of successful grant applications include the Oceanside Fishing Pier and Non-Motorized Launch Project (\$250k), Torrey Pines North Lot Phase 2 (\$1.7M) and REBEACH (\$1.8M). GHD approaches grant opportunities with a vision of co-developing projects with our clients and trying to stack benefits in order to make projects more competitive across various funding programs. GHD's experience in this field will serve as a strong basis for the preliminary funding research to be undertaken in this Task.

GHD will conduct a review of available grant opportunities and provide a brief statement summarizing the grant's alignment with the goals and objectives of the proposed Project. GHD may also propose Project recommendations to be carried into later phases of design which would strengthen the Project's alignment with the available grant opportunities. The results of this grant research task will be summarized within a matrix table appended to the Task 1 Feasibility Analysis Report.

Task 1d: Eelgrass Survey (Optional)

Merkel & Associates, as a sub-consultant to GHD for the Oceanside Fishing Pier and Non-Motorized Launch Project, conducted a harbor-wide eelgrass survey in 2023. This eelgrass data is available for this Project to provide an overview of biological constraints at the potential MSU sites. However, based on the selected alternative, this data may need to be updated. If necessary, GHD will subcontract Merkel & Associates for an updated eelgrass survey. The results of the eelgrass survey will be provided in a digital geospatial format (shapefiles) as well as a report.

Deliverables

- Summary of environmental and constructability information for Feasibility Analysis Report
- Memo summarizing Coastal Act consistency for the Project areas being considered
- Memo summarizing grants that could be appropriate for the Project
- Eelgrass survey of the harbor

Task 2: Agency Coordination

GHD will lead the pre-application consultation process with regulatory agencies for this Project. GHD commonly serves as the agent for clients seeking resource agency permits and has developed long-standing relationships and trusted relationships with these agency staff. ..

This Task will consist of organizing, presenting and attending one (1) pre-application meeting with each of the appropriate resource agencies stated below. The goal of these meeting will be to introduce the Project to them such that feedback can be received on potential issues to be resolved, studies or additional information to include in the application or design changes that would result in a more streamlined permitting pathway. Based on the preferred Project location, agencies to include in the pre-application meeting include the CA Coastal Commission (CCC), U.S. Army Corps of Engineers (USACE), CA Dept. of Fish and Wildlife (CDFW), and the Regional Water Quality Control Board (RWQCB). It is assumed that this task will be initiated following the selection by the City of a preferred alternative. As part of this task, GHD will also qualitatively describe the CEQA complexity / level of review (e.g. exemption, Negative Declaration or Environmental Impact Report) for the alternatives being considered. CEQA compliance work would be completed in a future task once a preferred Project and location is selected.

Deliverables:

- PowerPoint presentation for each pre-application meeting (CCC, USCA, CDFW, RQOCB)
- Agency Coordination Summary (meeting notes, correspondence, permitting requirements)

Project Schedule

Task 1 will be completed 8 months from notice to proceed (NTP) and Task 2 will initiate once a preferred location is selected by the City.

Preliminary Project Schedule has been provided as a separate attachment.

Oceanside Harbor Marine Safety Unit -- Modular Building

Estimated Fee

Description		Senior Coastal Scientist / Project Manager	Coastal Scientist 1	Coastal Scientist 2	Project Support	Total Hours	Labor Total	Total Subcontra ctors	Project Subtotal	Estimated Project Fee
		\$304	\$228	\$196	\$180					
Task 1	Feasibility Analysis Report	10	87	142	3	457	\$85,248	\$0	\$96,748	\$106,160
Task 1a	Feasibility Assessment & Alternatives Analysis	4	60	90	3	157	\$33,076	\$0	\$33,076	\$38,037
	Architectural Services provided by SDA					215	\$34,000	\$0	\$34,000	\$34,000
Task 1b	Coastal Act Consistency Review	2	10	20	0	32	\$6,808	\$0	\$6,808	\$7,829
Task 1c	Preliminary Grant Research	2	15	30	0	47	\$9,908	\$0	\$9,908	\$11,394
Task 1d	Eelgrass Survey (Optional)	2	2	2	0	6	\$1,456	\$11,500	\$12,956	\$14,899
Task 2	Agency Coordination	10	18	15	0	68	\$14,084	\$0	\$14,084	\$15,597
	Agency Coordination (GHD)	10	18	15	0	43	\$10,084	\$0	\$10,084	\$11,597
	Agency Coordination (SDA)					25	\$4,000	\$0	\$4,000	\$4,000
Estimated Project Total						525	\$99,332	\$11,500	\$110,832	\$121,757

If Geotechnical Feasibility Study is required, it will be an additional \$9,775

Stephen Dalton Architects & GHD
4/24/2026