

CITY OF OCEANSIDE**PROFESSIONAL SERVICES AGREEMENT****PROJECT: Cleveland Storm Drain Upgrade – CIP17-00007**

THIS AGREEMENT, dated October 18, 2017, for identification purposes, is made and entered into by and between the CITY OF OCEANSIDE, a municipal corporation, hereinafter designated as "CITY", and DOKKEN Engineering, hereinafter designated as "CONSULTANT."

NOW THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. **SCOPE OF WORK.** The CONSULTANT's work is more particularly 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 any of its employees, agents, or 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 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.**

Cleveland Storm Drain Upgrade – CIP17-00007

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.

Cleveland Storm Drain Upgrade – CIP17-00007

- 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

Cleveland Storm Drain Upgrade – CIP17-00007

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 \$586,578. The detailed breakdown of the consultant's fees is shown in Attachment "B".

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. The CONSULTANT shall complete the Engineering Design by April 16, 2018 in every detail to the satisfaction of the Engineer. Thereafter, the CONSULTANT shall provide Engineering Support Services during bidding and awarding for approximately three (3) months and during construction for an additional approximately six (6) months. The schedule is shown graphically in Attachment "C".

Cleveland Storm Drain Upgrade – CIP17-00007

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

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

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

12. **AGREEMENT MODIFICATION.** This Agreement may not be modified orally or in any manner other than by an agreement in writing signed by the parties hereto.
13. **TERMINATION OF AGREEMENT.** Either party may terminate this Agreement by providing thirty (30) days written notice to the other party. If any portion of the work is terminated or abandoned by the CITY, then the CITY shall pay

CONSULTANT for any work completed up to and including the date of termination or abandonment of this Agreement. The CITY shall be required to compensate

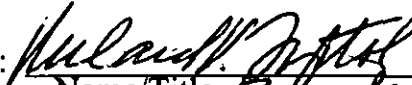
CONSULTANT only for work performed in accordance with the Agreement up to and including the date of termination.

Cleveland Storm Drain Upgrade – CIP17-00007

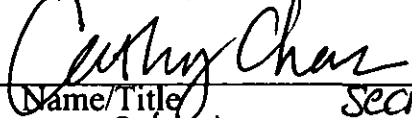
14. SIGNATURES. The individuals executing this Agreement represent and warrant that they have the right, power, legal capacity and authority to enter into and to execute this Agreement on behalf of the respective legal entities of the CONSULTANT and the CITY.

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.

DOKKEN Engineering

By: 
Name/Title President

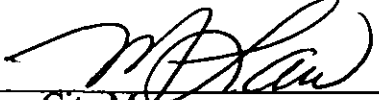
Date: 9/14/17

By: 
Name/Title Secretary

Date: 9/14/2017

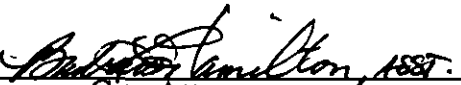
68-0099664
Employer ID No.

CITY OF OCEANSIDE

By: 
City Manager

Date: 10/19/17

APPROVED AS TO FORM:


City Attorney

NOTARY ACKNOWLEDGMENTS OF CONSULTANT MUST BE ATTACHED.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

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 Sacramento }

On 9/14/17, before me, Camran Sadeghi, Notary Public,
personally appeared Richard T. Liptak and Cathy Chan

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 State of California that the foregoing
paragraph is true and correct.



PLACE NOTARY SEAL ABOVE

WITNESS my hand and official seal.

SIGNATURE

Camran Sadeghi

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 Services Agreement, Project: Cleveland Storm Drain Upgrade - CIP17-00007

Document Date: _____ Number of Pages: _____

Signer(s) Other than Named Above: _____

Attachment “A”

Scope of Work

CLEVELAND STORM DRAIN UPGRADE**SCOPE OF WORK FOR DESIGN, ENVIRONMENTAL, AND PERMITTING****TASK 1.0 PROJECT MANAGEMENT**

10/18/2017

(12)

1.1 Meetings and Coordination

The Consultant will organize, attend, and facilitate meetings (as necessary) to provide progress updates, coordinate between stakeholders and technical disciplines, and facilitate overall project communication. For each meeting, the Consultant will provide meeting notices, prepare meeting materials and agenda, attend and facilitate the meeting and prepare meeting minutes. The Consultant will consult with the City's project manager prior to each meeting to get input regarding the agenda. The following meetings are anticipated for this project: PDT Meetings (5), NCTD Meetings (1), Utility Company and Resource Agency Meetings (4).

Deliverables: *Up to ten Meeting notices, agendas and minutes, and presentation materials; Council/Public presentation materials, including project exhibits*

1.2 Project Administration

The Consultant will monitor and control the effort and progress of the proposed services as follows:

- Set up project accounting system
- Prepare monthly Progress Reports indicating work accomplished in the last period, anticipated work to be completed in the next period, issues that require resolution, milestones achieved, meetings held, problems encountered and actions taken, approval actions required, coordination issues and design schedule impacts and client invoices
- Prepare, monitor and adjust CPM Schedule on a monthly basis

Deliverables: *Monthly Progress Report, Project Schedule, Team Coordination*

TASK 2.0 RESEARCH AND DATA COLLECTION

The Consultant will review all pertinent documents, plans, studies correspondence, etc. to provide input for project designs. The Oceanside Master Plan of Drainage document will provide a significant source of information. A field review of the site with photographs will be performed to consider current conditions and facilities.

TASK 3.0 PERFORM DESIGN SURVEY

The Consultant will complete a field survey to supplement the existing topographic mapping where conditions have changed in the area of work since the City of Oceanside 2014 aerial topographic mapping was completed. The field survey will include periodic collection of data to confirm the locations and roadway curb and gutter along with sidewalks where required to update the topography and assist the engineers with the design. The Survey Crews will locate visible utilities including but not limited to storm drain cleanout manholes, headwalls, and inlets. The Sanitary sewer manholes shall be located along with water valves, air release and vacuums along with gas valves, dry utility vaults and pedestals for electric lines, telephone lines or cable television lines or fiber optic lines. In addition, the survey crew shall obtain inverts on storm drains and sanitary sewers where possible. If manhole lids are locked the survey crew will coordinate with the City of Oceanside to have the manholes opened.

Deliverables: *AutoCAD point file of survey data*

TASK 4.0 GEOTECHNICAL ENGINEERING

Consultant will review published geologic maps and reports, aerial photographs, aerial photographs, site literature and existing boring and trench data to evaluate geologic and groundwater conditions. Consultant will drill three small-diameter borings to a depth of 19 feet to observe and sample the existing soil conditions. Consultant will perform laboratory testing of the samples obtained during drilling operations for the *in situ* moisture density, maximum dry density and optimum moisture content, shear strength, sand equivalent, and corrosion data. Consultant will prepare a written report recommending excavation criteria, shoring, dewatering, pipeline support, seismic design criteria, liquefaction analyses, settlement magnitudes, and soil excavation characteristics.

Deliverables: *Geotechnical Report*

TASK 5.0 RAILROAD COORDINATION

The Consultant will coordinate design reviews at the 90% and 100% project phases. To facilitate NCTD design reviews, Dokken will meet with and submit the plans, specifications and estimate to NCTD and address NCTD staff comments on each submittal. The Consultant will prepare and process an NCTD Right of Entry permit for the design support work, including survey and potholing, within the NCTD right of way. This task includes a completed NCTD property access

CLEVELAND STORM DRAIN UPGRADE

request form, a site-specific NCTD work plan, and Railroad Protective Liability Insurance, as required. It is assumed that the City will pay for NCTD review fees.

Deliverables: *Right of Entry Permit*

TASK 6.0 UTILITY COORDINATION

6.1 Utility Mapping

The Consultant will contact the franchise agencies and the City of Oceanside Water and Wastewater Departments to solicit their as-built drawings, conduct research, collect and review as-builts, and verify that the utilities within the project limits are reflected onto the comprehensive base maps. A final field investigatory review will be undertaken to confirm the base map information and locate any features that may have been inadvertently left off the researched records.

Deliverables: *AutoCAD utility base map*

6.2 Potholing and Utility Locating

The Consultant will develop a plan for potholing including scope, identification of permits for potholing, schedule and budget for potholing and utility locating subcontractor. Consultant will submit to the City of Oceanside for review and approval prior to solicitation of potholing bids. Consultant will coordinate with the utility facility owners to confirm locations of existing utilities shown on base mapping and need for potholing. Consultant will perform up to thirty (30) potholes within the project limits and have the locations and depths field surveyed. Consultant will also utilize other locating methods included Ground Penetrating Radar where appropriate to locate underground utilities. Traffic control plans for potholes will be included in this task. It is anticipated that this project will require up to two (2) potholes located within NCTD right-of-way. The Consultant will prepare a work plan, obtain the appropriate Railroad Protective Liability Insurance, and obtain a NCTD Right of Entry Permit for work within the NCTD right-of-way. A budget of \$50,000 has been allocated for a utility locating subcontractor.

Deliverables: *Pothole Report and AutoCAD utility point file*

6.3 Dry Utility Coordination

The Consultant will review the findings from the utility research, field verification, and updated survey maps to determine magnitude of conflicts with the proposed project improvements and establish direction on conflict resolution. The Consultant will coordinate the final design and work order phase with each utility company, other impacted agencies, and the project team. Project plan submittals will be made to each utility company with coordination occurring between each party through the final design and work order process. Consultant will maintain on-going record keeping, meeting minutes, correspondence, schedules and status updates between the project team, Oceanside, and each utility company.

Deliverables: *Final Design of Relocations from Each Utility Company*

6.4 Water and Wastewater Coordination

The Consultant will review the findings from the utility research, field verification, and updated survey maps to determine magnitude of conflicts with the proposed project improvements and establish direction on conflict resolution. The Consultant will coordinate with and submit to the City of Oceanside for plan checks at each submittal stage (30%, 60%, 90%, and 100%) for work associated with any required water or sewer relocations.

Deliverables: *Written Summary of Findings and Recommendation*

TASK 7.0 WATER RESOURCES

7.1 Hydrology and Hydraulics

7.1.1 Hydrology Calculations

Consultant will prepare Q100, Q50, and Q25 Rational Method hydrology calculations needed to size all project storm drains, inlets, and related drainage structures. The calculations will be prepared per City of Oceanside and San Diego County standards. The Consultant will work with Oceanside staff and project team members to choose the appropriate storm event for the calculations and designs.

7.1.2 Hydraulic and Inlet Calculations

Consultant will prepare hydraulic and inlet calculations to provide a basis for the optimum storm drain design in the affected downtown area, within the scope of the project. The resulting hydraulic data will be incorporated into the project plans as appropriate. Hydraulic calculations and data for the storm drain outlet at the beach near Surfrider Way will also be provided to support the most effective outlet design.

CLEVELAND STORM DRAIN UPGRADE

7.1.3 Drainage Report

Consultant will prepare a report that documents hydrologic, hydraulic, inlet and drainage related calculations.

Deliverables: *Draft and Final Drainage Report*

7.2 Storm Water Quality Management Plan

Consultant shall prepare a Storm Water Quality Management Plan (SWQMP) in compliance with the City of Oceanside Storm Water Quality Assessment determination. The SWQMP will be provided to address the requirements for permanent storm water Best Management Practices (BMPs) throughout the site as a result of the project, including Site Design and Treatment Control BMP(s). The report will be prepared in accordance with the City of Oceanside's Storm Water Management Plan, based on the requirements of the 2013 MS4 Permit.

Deliverables: *Draft and Final Storm Water Quality Management Plan*

7.3 Storm Water Pollution Prevention Plan

The Consultant will prepare a Draft and Final Storm Water Pollution Prevention Plan (SWPPP) as required by the General Permit for Discharges of Storm Water Associated with Construction Activity. The Draft SWPPP will be submitted to the City of Oceanside for review and comment at the 90% submittal level. The Consultant will prepare a Final SWPPP incorporating comments to match the format of the latest CASQA Storm Water Pollution Prevention Plan Outline at the Final submittal level. The scope for the SWPPP includes two major tasks: 1) Determine the Risk Level (1, 2, or 3) for the project, and 2) Prepare a SWPPP for the specific Risk Level determined by the Risk Level Determination. The SWPPP will be prepared and sent to the Legally Responsible Person (LRP) to submit electronically to the State Water Resources Control Board (SWRCB) along with the other Permit Registration Documents (PRDs), including the Notice of Intent (NOI).

Deliverables: *Draft and Final Storm Water Pollution Prevention Plan*

TASK 8.0 PREPARE PROJECT PLANS

8.1 Preliminary Storm Drain Design

8.1.1 Concept Plan

The Consultant will prepare a Concept Plan depicting the proposed storm drain horizontal alignment and preliminary inlet locations. The Concept Plan will be in a one-page exhibit format.

8.1.2 Concept Plan Estimate

The Consultant will prepare a preliminary engineer's estimate of construction costs, based on the Concept Plan and Estimate.

Deliverables: *Concept Plan and Estimate*

8.2 60% Plans and Estimate

8.2.1 60% Plans

The consultant will prepare the 60% plans. The 60% plans will include all of the proposed sheets required for the project. The 60% plan sheets will be reviewed independently to ensure overall high quality of the submittal. The following sheets will be included:

- a) Title Sheet (1)
- b) General Notes, Legend Key, Map (1)
- c) Survey Control (1)
- d) Typical Sections (2)
- f) Drainage/Plans/Profiles Details (15)
- g) Construction Details (10)
- h) Utility Plans (13)
- i) Water Pollution Control Plans (7)
- j) Traffic Control Plans (14)

Total = 64 Sheets

8.2.2 60% Quantities and Engineers Estimate

The Consultant will prepare an engineer's estimate of construction costs, based on detailed quantity takeoffs from the 60% plans and current unit prices.

Deliverables: *60% Plans and Estimate*

CLEVELAND STORM DRAIN UPGRADE

8.3 90% Plans, Specifications and Estimate

8.3.1 90% Plans

After receiving review comments from the City on the 60% submittal, the Consultant will prepare the 90% submittal. The 90% plans will be reviewed independently to ensure overall high quality of submittal.

8.3.2 90% Engineers Estimate

The Consultant will prepare an engineer's estimate of construction costs, based on detailed quantity takeoffs from the 90% plans and current unit prices.

8.3.3 Draft Specifications

The Consultant will prepare draft technical specifications in accordance with the City of Oceanside and NCTD standards. It is assumed that the City will provide boiler plate front-end requirements. The Technical Specifications will bear the State of California Registered Professional Engineer registration seal with the signature, license number and registration certificate expiration date of the Engineer who prepared the special provisions or the Engineer under whose direction they were prepared.

Deliverables: 90% Plans, Specifications, and Estimate

8.4 100% Plans, Specifications and Estimate

8.4.1 100% Plans

After receiving review comments from the City and NCTD on the 90% submittal, the Consultant will prepare the 100% submittal. The 90% plans will be reviewed independently to ensure overall high quality of submittal.

8.4.2 100% Quantities and Estimate

The Consultant will prepare an engineer's estimate of construction costs, based on detailed quantity takeoffs from the 100% plans and current unit prices.

8.4.3 Final Specifications

The Consultant will address City and NCTD comments on the 90% technical specifications and prepare the final technical specifications in accordance with City of Oceanside standards. The Consultant will merge the technical specifications with the City-provided front end language into a final document to be used in bidding and awarding the project.

Deliverables: 100% Plans, Specifications, and Estimate

TASK 9.0 CONSTRUCTABILITY REVIEWS

Consultant will perform an independent constructability review prior to every plan-set submittal. The review will include recommendations for constructability method improvement, quality control, quantities and estimate and conform locations. After each review a written summary of the findings of the constructability review will be submitted along with red line comments.

Deliverables: Constructability Review Comments and Redlines

TASK 10.0 CEQA APPROVAL AND PERMITTING

10.1 CEQA Approval

Consultant will prepare a Notice of Exemption and coordinate with City Public Works and Planning staff to approve the Notice and file it with the County Recorder's Office, pursuant to CEQA guidelines. The project meets the definition of a 15301 Class 1 CEQA Categorical Exemption for existing facilities. The Notice of Exemption will be prepared and filed around the same time as the 30% plans are completed.

Deliverables: Notice of Exemption

10.2 City of Oceanside Regular Coastal Permit

Consultant will prepare the Coastal Development Permit Application based on the 60% plans. Consultant will coordinate with City of Oceanside Planning staff to ensure the permit application is deemed complete and will prepare all documentation necessary for a public notice of the City's intent to review a Coastal Development Permit based on the Local Coastal Program requirements. It is expected that mailed notices will be sent to all property owners within 300 feet of the project and all tenants within 100 feet of the project. Consultant will coordinate with Planning staff to determine suitable permit conditions and will assist the Public Works Department in any Planning Commission or City Council hearings to approve the permit.

Deliverables: Regular Coastal Permit

CLEVELAND STORM DRAIN UPGRADE

SCOPE OF WORK FOR CONSTRUCTION SERVICES

TASK 1.0 DESIGN SUPPORT DURING BIDDING AND CONSTRUCTION

The Consultant shall provide clarification and information about the bid package during the bidding and construction process. Consultant shall assist the City of Oceanside in the preparation of any addenda to the bid package during the bidding period. The Consultant shall attend the project pre-construction meeting and take meeting notes. Consultant shall review and comment on contract change orders and requests for information from the contractor. Consultant shall prepare plan revisions as necessitated by contract change orders. Prior to construction, Consultant shall deliver to the City of Oceanside a Resident Engineer Pending File with all pertinent information required for the resident engineer during construction. The Consultant shall provide clarification and information during the construction process. Consultant shall assist the City in the preparation of any addenda to the PS&E during the bidding period.

Deliverables: *Clarification of Documents and Preparation of Addenda, Responding to RFI, Preparing Plan Revisions As Needed, Resident Engineering Pending File*

TASK 2.0 CONSTRUCTION STAKING

The Consultant will provide construction staking for the project. The survey crew will check into the Primary and secondary control points as the project work progresses. The Crew will coordinate with the Contractor and the City as to the work area needed to be staked so that the staking is completed ahead of the construction. This staking would include utilities to be relocated as well as the new main storm drain system and lateral ties. Cut information to the invert of the main storm drain pipeline will be provided to the contractor in the form of a cut sheet and marked on a lath next to a stake or painted near a PK nail in pavement depending on the condition. It is anticipated that the Consultant will provide surveying for one 8-hour day of construction staking per week for the anticipated 24 week construction period. This equates to a planned 200 hours of field time and 120 hours of office time for construction staking.

TASK 3.0 GEOTECHNICAL SUPPORT

The Consultant will provide geotechnical testing for compaction of the backfill required for the storm drain improvements. It is assumed that observation will not be required during excavation or installation of the storm drain. 39 days of testing and observation are allocated for the observation.

Deliverables: *Inspection Report*

TASK 4.0 AS-BUILT DRAWINGS

The Consultant shall prepare the record drawings from red line documents provided by the construction contractor and the City of Oceanside.

Deliverables: *1 Mylar Copy of Record Drawings*

Attachment “B”

Fee Schedule

The Cleveland Storm Drain Upgrade	TOTAL		
	TOTAL HOURS	OTHER DIRECT COST	TOTAL COST
LOADED RATE			
Task 1.0 - Project Management	206		\$36,160
1.1 Meetings and Coordination	158		\$28,720
1.2 Project Administration	48		\$7,440
Task 2.0 - Research and Data Collection	62		\$9,180
2.1 Research and Data Collection	62		\$9,180
Task 3.0 - Perform Design Survey	134		\$22,698
3.1 Perform Design Survey	134		\$22,698
Task 4.0 - Geotechnical Engineering	53		\$12,480
4.1 Geotechnical Engineering	53		\$12,480
Task 5.0 - Railroad Coordination	80		\$11,600
5.1 Railroad Coordination	80		\$11,600
Task 6.0 - Utility Coordination	324	\$50,000	\$88,060
6.1 Utility Mapping	44		\$4,420
6.2 Potholding	88	\$50,000	\$61,740
6.3 Dry Utility Coordination	138		\$15,660
6.4 Water and Wastewater Coordination	54		\$6,240
Task 7.0 - Water Resources	420		\$58,680
7.1 Hydrology Calculations	308		\$47,140
7.1.1 Hydrology Calculations	80		\$11,980
7.1.2 Hydraulic and Inlet Calculations	134		\$19,960
7.1.3 Drainage Report	94		\$15,200
7.2 Storm Water Quality Management Plan	46		\$4,820
7.3 Storm Water Pollution Prevention Plan	66		\$6,720
Task 8.0 - Prepare Project Plans	1,673		\$199,180
8.1 Preliminary Storm Drain Plan	145		\$18,020
8.1.1 Concept Plan	126		\$15,750
8.1.2 Concept Plan Estimate	19		\$2,270
8.2 60% Plans and Estimate	626		\$72,340
8.2.1 60% Plans	510		\$59,700
8.2.2 60% Quantities and Engineer Estimate	116		\$12,640
8.3 90% Plans, Specifications and Estimate	574		\$69,020
8.3.1 90% Plans	414		\$49,020
8.3.2 90% Engineer Estimate	64		\$7,340
8.3.3 Draft Specifications	96		\$12,660
8.4 100% Plans, Specifications and Estimate	328		\$39,800
8.4.1 100% Plans	228		\$27,420
8.4.2 100% Quantities and Estimate	64		\$7,340
8.4.3 Final Specifications	36		\$5,040
Task 9.0 - Constructability Review	40		\$6,800
9.1 Constructability Review	40		
Task 10.0 - CEQA Approval and Permitting	125		\$13,360
10.1 CEQA Approval			\$1,050
10.2 Coastal Commission Permit	115		\$12,310
TOTAL HOURS	3,117		
TOTAL COST		\$50,000	\$458,198

CONSTRUCTION SUPPORT			
Task 1.0 Design Support Bidding and Construction	130		\$18,900
Task 2.0 - Construction Staking	320		\$64,640
Task 3.0 - Geotechnical Support			\$35,320
Task 4.0 - AS-Built Drawings	68		\$9,520
TOTAL HOURS	518		
TOTAL COST		\$1,000	\$128,380
Total Design			\$458,198
Total Construction			\$128,380
PROJECT TOTAL			\$586,578

The Cleveland Storm Drain Upgrade	DOKKEN ENGINEERING											TOTAL HOURS	OTHER DIRECT COST	TOTAL COST
	Project Manager	Project Engineer	Senior Engineer	Associate Engineer	Assistant Engineer	Senior Environmental Planner	Associate Environmental Planner	Chief of Survey Party	Team Lead Survey Crew	Survey Tech				
LOADED RATE	\$200	\$155	\$165	\$125	\$95	\$125	\$100	\$100	\$150	\$90				
Task 1.0 - Project Management	60	100									160		\$28,740	
1.1 Meetings and Coordination	60	60									120		\$23,300	
1.2 Project Administration		48									48		\$7,440	
Task 2.0 - Research and Data Collection	2	4		12							18		\$2,520	
2.1 Research and Data Collection	2	4		12							18		\$2,520	
Task 3.0 - Perform Design Survey		2		4				8	60	60	134		\$22,088	
3.1 Perform Design Survey		2		4				8	60	60	134		\$22,498	
Task 4.0 - Geotechnical Engineering	2	8									10		\$1,640	
4.1 Geotechnical Engineering	2	8									10		\$1,640	
Task 5.0 - Railroad Coordination			40	40							80		\$11,600	
5.1 Railroad Coordination			40	40							80		\$11,600	
Task 6.0 - Utility Coordination	18	32		64	200				10		824	\$50,000	\$88,080	
6.1 Utility Mapping		4			40						44		\$4,420	
6.2 Portholding	6	8		24	40				10		88	\$50,000	\$61,740	
6.3 Dry Utility Coordination	6	12		40	80						138		\$15,660	
6.4 Water and Wastewater Coordination	6	8			40						54		\$6,240	
Task 7.0 - Water Resources	8	16			100						122		\$13,180	
7.1 Hydrology Calculations	2	8									10		\$1,640	
7.1.1 Hydrology Calculations														
7.1.2 Hydraulic and Inlet Calculations														
7.1.3 Drainage Report	2	8									10		\$1,640	
7.2 Storm Water Quality Management Plan	2	4			40						46		\$4,820	
7.3 Storm Water Pollution Prevention Plan	2	4			60						66		\$6,720	
Task 8.0 - Prepare Project Plans	135	156		466	890						1,647		\$193,880	
8.1 Preliminary Storm Drain Plan	11	24		34	70						139		\$16,820	
8.1.1 Concept Plan	10	20		30	60						120		\$14,550	
8.1.2 Concept Plan Estimate	1	4		4	10						19		\$2,270	
8.2 60% Plans and Estimate	44	48		144	380						616		\$70,340	
8.2.1 60% Plans	40	40		120	300						500		\$57,700	
8.2.2 60% Quantities and Engineer Estimate	4	8		24	80						116		\$12,640	
8.3 90% Plans, Specifications and Estimate	48	48		192	380						564		\$67,020	
8.3.1 90% Plans	40	24		100	240						404		\$47,020	
8.3.2 90% Engineer Estimate	4	8		12	40						64		\$7,340	
8.3.3 Draft Specifications	4	12		80							96		\$12,660	
8.4 100% Plans, Specifications and Estimate	32	40		96	160						378		\$39,800	
8.4.1 100% Plans	24	24		60	120						278		\$27,420	
8.4.2 100% Quantities and Estimate	4	8		12	40						64		\$7,340	
8.4.3 Final Specifications	4	8		24							36		\$5,040	
Task 9.0 - Constructability Review														
9.1 Constructability Review														
Task 10.0 - CEQA Approval and Permitting	1	2				26	96				125		\$13,360	
10.1 CEQA Approval						2	8						\$1,050	
10.2 Coastal Commission Permit	1	2				24	88				115		\$12,310	
TOTAL HOURS	224	328	40	586	1,190	26	96	8	70	60	2,628			
TOTAL COST	\$44,800	\$50,840	\$6,600	\$73,250	\$113,050	\$3,250	\$9,600	\$1,488	\$17,500	\$5,400		\$50,000	\$375,778	

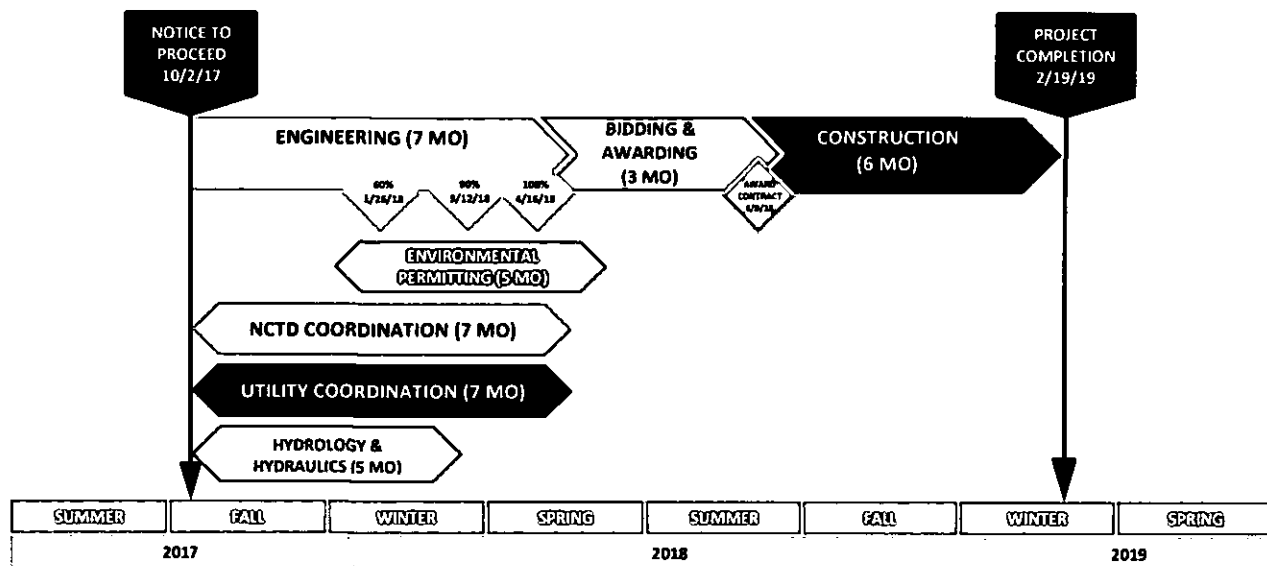
CONSTRUCTION SUPPORT													
Task 1.0 Design Support Bidding and Construction	10	40		60							110		\$15,700
Task 2.0 - Construction Staking								40	200	80	320		\$64,840
Task 3.0 - Geotechnical Support													
Task 4.0 - AS-Built Drawings	4	24		40							68		\$9,320
TOTAL HOURS	14	64		100				40	200	80	498		
TOTAL COST	\$2,800	\$9,920		\$12,500				\$7,440	\$50,000	\$7,200			\$89,860

The Cleveland Storm Drain Upgrade	Tory R. Walker Engineering						TOTAL HOURS	OTHER DIRECT COST	TOTAL COST
	Principal	Senior Project Manager	Senior Engineer	Associate Engineer	Chemical				
LOADED RATE	\$130	\$200	\$160	\$115	\$60				
Task 1.0 - Project Management	10	16	12				38		\$7,420
1.1 Meetings and Coordination	10	16	12				38		\$7,420
1.2 Project Administration									
Task 2.0 - Research and Data Collection	2	4	24	8	6		44		\$6,660
2.1 Research and Data Collection	2	4	24	8	6		44		\$6,660
Task 3.0 - Perform Design Survey									
3.1 Perform Design Survey									
Task 4.0 - Geotechnical Engineering									
4.1 Geotechnical Engineering									
Task 5.0 - Railroad Coordination									
5.1 Railroad Coordination									
Task 6.0 - Utility Coordination									
6.1 Utility Mapping									
6.2 Pot-holding									
6.3 Dry Utility Coordination									
6.4 Water and Wastewater Coordination									
Task 7.0 - Water Resources	12	32	104	140	10		298		\$45,500
7.1 Hydrology Calculations	12	32	104	140	10		298		\$45,500
7.1.1 Hydrology Calculations	2	6	24	48			80		\$11,980
7.1.2 Hydraulic and Inlet Calculations	2	12	36	84			134		\$19,960
7.1.3 Drainage Report	8	14	44	8	10		84		\$19,560
7.2 Storm Water Quality Management Plan									
7.3 Storm Water Pollution Prevention Plan									
Task 8.0 - Prepare Project Plans		28					28		\$5,200
8.1 Preliminary Storm Drain Plan		6					6		\$1,200
8.1.1 Concept Plan		6					6		\$1,200
8.1.2 Concept Plan Estimate									
8.2 60% Plans and Estimate		10					10		\$2,000
8.2.1 60% Plans		10					10		\$2,000
8.2.2 60% Quantities and Engineer Estimate									
8.3 90% Plans, Specifications and Estimate		10					10		\$2,000
8.3.1 90% Plans		10					10		\$2,000
8.3.2 90% Engineer Estimate									
8.3.3 Draft Specifications									
8.4 100% Plans, Specifications and Estimate									
8.4.1 100% Plans									
8.4.2 100% Quantities and Estimate									
8.4.3 Final Specifications									
Task 9.0 - Constructability Review									
9.1 Constructability Review									
Task 10.0 - CEQA Approval and Permitting									
10.1 CEQA Approval									
10.2 Coastal Commission Permit									
TOTAL HOURS	24	78	140	148	16		406		
TOTAL COST	\$5,520	\$15,600	\$22,400	\$19,980	\$1,280				\$64,780
CONSTRUCTION SUPPORT									
Task 1.0 Design Support Bidding and Construction			20				20		\$3,200
Task 2.0 - Construction Staking									
Task 3.0 - Geotechnical Support									
Task 4.0 - AS-Built Drawings									
TOTAL HOURS			20				20		
TOTAL COST			\$3,200						\$3,200

The Cleveland Storm Drain Upgrade		IEC Corp				GEOCON						
		Senior Engineer	TOTAL HOURS	OTHER DIRECT COST	TOTAL COST	Geotechnical Engineer	Barriering Logging Engineer	Staff Geologist	Administration	TOTAL HOURS	OTHER DIRECT COST	TOTAL COST
Task 1.0 - Project Management	100000 H/MT	\$175.00				\$125.00	\$500.00	\$200.00	\$75.00			
1.1 Meetings and Coordination												
1.2 Project Administration												
Task 2.0 - Research and Data Collection												
2.1 Research and Data Collection												
Task 3.0 - Perform Design Survey												
3.1 Perform Design Survey												
Task 4.0 - Geotechnical Engineering						4	9	24	6	43	\$4,435	\$10,440
4.1 Geotechnical Engineering						4	9	24	6	43	\$4,435	\$10,440
Task 5.0 - Railroad Coordination												
5.1 Railroad Coordination												
Task 6.0 - Utility Coordination												
6.1 Utility Mapping												
6.2 Dewatering												
6.3 Dry Utility Coordination												
6.4 Water and Wastewater Coordination												
Task 7.0 - Wetland Resources												
7.1 Hydrology Calculations												
7.1.1 Hydrology Calculations												
7.1.2 Hydraulic and Inlet Calculations												
7.1.3 Drainage Report												
7.2 Storm Water Quality Management Plan												
7.3 Storm Water Pollution Prevention Plan												
Task 8.0 - Prepare Project Plans												
8.1 Preliminary Storm Drain Plan												
8.1.1 Concept Plan												
8.1.2 Concept Plan Estimate												
8.2 60% Plans and Estimate												
8.2.1 60% Plans												
8.2.2 60% Quantities and Engineer Estimate												
8.3 90% Plans, Specifications and Estimate												
8.3.1 90% Plans												
8.3.2 90% Engineer Estimate												
8.3.3 90% Specifications												
8.4 100% Plans, Specifications and Estimate												
8.4.1 100% Plans												
8.4.2 100% Quantities and Estimate												
8.4.3 Final Specifications												
Task 9.0 - Constructability Review												
9.1 Constructability Review												
Task 10.0 - CIOA Approval and Permitting												
10.1 CIOA Approval												
10.2 Coastal Corridor Permit												
TOTAL HOURS						4	9	24	6	43		
TOTAL COST						\$4,800	\$500	\$945	\$2,530	\$450	\$4,435	\$10,440
CONSTRUCTION SUPPORT												
Task 1.0 Design Support Bidding and Construction												
Task 2.0 Construction Staking												
Task 3.0 Geotechnical Support												
Task 4.0 - AS-Built Drawings												
TOTAL HOURS												
TOTAL COST												
						12	312	4	328		\$1,000	\$35,320
						\$1,160	\$12,760	\$80				

Attachment “C”

Schedule





CERTIFICATE OF LIABILITY INSURANCE

Page 1 of 1

DATE (MM/DD/YYYY)
05/26/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Willis of Illinois, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	CONTACT NAME:	
	PHONE (A/C, No, Ext): 1-877-945-7378	FAX (A/C, No): 1-888-467-2378
INSURED Dokken Engineering, Inc. 110 Blue Ravine Road, Suite 200 Folsom, CA 95630	E-MAIL ADDRESS: certificates@willis.com	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Travelers Property Casualty Company of America	
	INSURER B: Travelers Indemnity Company	
	INSURER C: Lloyd's	
	INSURER D:	
INSURER E:		
INSURER F:		

COVERAGES**CERTIFICATE NUMBER:** W2349699**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY	Y	680004J796716	05/31/2017	05/31/2018	EACH OCCURRENCE \$ 1,000,000
	☐ CLAIMS-MADE ☒ OCCUR					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
						MED EXP (Any one person) \$ 5,000
						PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:					GENERAL AGGREGATE \$ 2,000,000
	☐ POLICY ☐ PRO-JECT ☐ LOC					PRODUCTS - COMP/OP AGG \$ 2,000,000
	OTHER:					\$
A	☒ AUTOMOBILE LIABILITY	Y	BA4J797774	05/31/2017	05/31/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	☒ ANY AUTO					BODILY INJURY (Per person) \$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS					BODILY INJURY (Per accident) \$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY					PROPERTY DAMAGE (Per accident) \$
A	☒ UMBRELLA LIAB ☒ OCCUR	N	CU2004J802819	05/31/2017	05/31/2018	EACH OCCURRENCE \$ 5,000,000
	☐ EXCESS LIAB ☐ CLAIMS-MADE					AGGREGATE \$ 5,000,000
	☐ DED ☐ RETENTION \$					\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N	UB004J802198	05/31/2017	05/31/2018	☒ PER STATUTE ☐ OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)					E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
						E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Professional Liability	N	FBI-AEP-10772	05/31/2017	05/31/2018	Per Claim: \$2,000,000 Aggregate: \$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Ref: All work performed by or on behalf of the named insured.

Oceanside, its officers, agents, and employees are named as Additional insureds for General Liability and Automobile Liability.

General Liability policy shall be Primary and Non-Contributory with any other insurance in force for or which may be purchased by Additional Insureds.

CERTIFICATE HOLDER**CANCELLATION**

City of Oceanside PMD/Engineering Division 300 North Coast Highway Oceanside, CA 92054	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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**Special Meeting of Board of Directors
May 22, 2001**

By unanimous written consent, the Board of Directors hereby waive written notice of the meeting of the Board.

A quorum of the Board was present at the meeting.

The meeting was held at 11171 Sun Center Drive, Suite 250, Rancho Cordova, CA.

The purpose of the meeting was to review the current individuals authorized to sign contracts on behalf of the corporation. A motion was made to include Richard T. Liptak, President, and Richard J. Lewis, Corporate Secretary, as authorized signers of contracts for the Company. The motion was seconded and passed unanimously.

There being no further business to come before the meeting, it was moved, seconded, and unanimously carried that the meeting be adjourned.

A handwritten signature in dark ink, appearing to read 'Richard A. Dokken', is written over a horizontal line.

Richard A. Dokken
Chairman of the Board