



## **Oceanside Unified School District**

**RFQ 2022-21-023Q  
REQUEST FOR  
QUALIFICATIONS  
FOR  
CIVIL ENGINEERING  
SERVICES  
For District Wide Projects (Pool)**

**January 28, 2022**

**February 4, 2022**

**OCEANSIDE UNIFIED SCHOOL DISTRICT****SECTION 1 - GENERAL INFORMATION****1.1 INTRODUCTION**

**1.1.1** The Oceanside Unified School District (OUSD) is inviting Statements of Qualifications (SOQ) from interested and qualified firms (“Consultant”) to provide comprehensive professional services for various projects. The District expects to conduct significant construction projects throughout the District. This RFQ seeks to pre-qualify Consultants that demonstrate the highest level of experience and capability to provide Civil Engineering Services for District Wide Projects (Pool).

Selection will result in a pool of Service Providers (“Pool”) expected to provide comprehensive services to the District on an as-needed basis. Section 3 of this document outlines the requirements, selection process, and documentation necessary to submit qualifications in response to this solicitation.

Services may include, but is not limited to:

- Civil systems renovation, roadways, survey work (topographic mapping, underground utility mapping and boundary surveys), parking lots, retaining walls, sewerage conveyance systems, water systems, and drainage systems -- including temporary and/or permanent Best Management Practice (BMP) systems for storm water quantity and quality control.

**1.1.2** The District may modify the RFQ prior to the deadline for submittals by issuance of an electronic addendum on the District’s website [here](#). Consultants must respond to acknowledge of receipt of the addenda in their cover letter. Failing to do so may result in the response being deemed non-responsive.

**1.1.3** Selection of Firms will be performed by the District evaluation committee (“Committee”) and based on the written responses to this RFQ. If the District determines it to be in their best interest, interviews may be arranged as part of the selection process.

**1.1.4** Following identification of qualified Consultants selected for the Pool, the District may request a project-specific Request for Proposal (“RFP”) on an as-needed basis from the Pool. A project specific “Agreement” will be issued to the Consultant(s) which, in the judgment of the District, best accomplishes the desired results, and shall include, but not be limited to, a consideration of the professional service fee.

**1.1.5** Pre-qualified Consultants in the Pool will be eligible to provide scope and fee proposals for specific assignments (“Addendum”) upon request from the District. The District reserves the right to request proposals from outside of the Pool of services at any time.

**1.1.6** Consultant shall provide all services required by, and in accordance with, the Agreement and such other necessary and incidental services that are required to provide professional services for the project(s).

**1.2 TYPE OF PROFESSIONAL SERVICES**

**1.2.1** The consultants must demonstrate the ability to produce designs, studies, reports or other required documents and products, including plans, specifications, and cost estimates. The consultants are to demonstrate a familiarity with the Division of State Architect’s (DSA’s)

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application and certification processes. Consultants must also coordinate with other team members (including other design professionals, such as architects) as required for a successful project. *(Refer to Section 3.1 Minimum Requirements)*

Selections will be made for the following professional service discipline:

**Civil Engineering:** Experience in site work development including, but not limited to: grading, retaining structures, roadways, parking lots, earthwork, retaining walls, utilities, traffic engineering, surveying, water systems and conveyance works, water treatment, storm drainage (including permanent BMPs for stormwater), water supply systems (including fire systems), and sewerage conveyance systems.

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**1.3 RFQ ISSUING OFFICE**

- 1.3.1 RFQ is issued by the Oceanside Unified School District, Bond Program Management. A copy of this RFQ may be obtained by downloading it from OUSD's website at <https://www.osite.us/Page/1160>.
- 1.3.2 All questions concerning this RFQ shall be submitted in writing by e-mail to [ashley.gerhard@osite.us](mailto:ashley.gerhard@osite.us) on or before **5 p.m., Friday, February 11, 2022**. Indicate the RFQ number and title in the subject line. Contact with OUSD shall be made only through e-mail; telephone calls will not be accepted. Answers to questions will be posted on the District Website via addenda.
- 1.3.3 All notices, clarifications, and addenda to this RFQ shall be posted on the OUSD website. OUSD is not responsible for sending individual notification of changes or updates. ***It is the sole responsibility of the proposing Consultants to remain apprised of changes to this RFQ as shown on the district website.***

**1.4 SELECTION SCHEDULE**

**1.4.1 Schedule:**

- a) Issue RFQ: 01/28/2022, 02/04/2022
- b) Deadline for Questions (5 pm): 02/11/2022
- c) Addenda Issued (if needed) 02/14/2022
- d) SOQ Due Date: 02/18/2022
- e) Review & Score SOQ 02/18/2022- 02/21/2022
- f) Notify Firms 02/24/2022
- g) Board Approval: 03/08/2022

- 1.4.2 Delivery: Sealed SOQ's will be accepted no later than **2 p.m., Friday February 18, 2022**.

Delivery

Oceanside Unified School District  
ATTN: Bond Management Office, Ashley Gerhard  
2111 Mission Ave Oceanside, CA 92058

**Note:** OUSD *will not* accept postmarks or fax responses. SOQs must be received at the above address by the deadline indicated.

- 1.4.3 SOQs received after the deadline shall be rejected without review and shall be returned to proposing Consultant unopened via U.S. Mail.
- 1.4.4 OUSD is not liable for SOQs delivered to the wrong address.

**\* We understand that Covid-19 has changed the way some Firms submit; however, at this time the District is still requiring hard copies of the proposals.**

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**1.5 REJECTION OF SOQ**

**1.5.1** OUSD reserves the right to reject any or all SOQs received in response to this RFQ, to cancel this RFQ or to terminate the selection proceedings at any time, if it determines such action is in the best interest of OUSD.

**1.6 AWARDS OF AGREEMENT**

**1.6.1** Award of Agreement, if made, will be in accordance with this RFQ and subsequent RFP, to responsible Consultants submitting a SOQ compliant with all the requirements of this RFQ and any addenda thereto.

(END OF SECTION)

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**SECTION 2 - SCOPE OF WORK**

**2.1 LOCATION AND DESCRIPTION OF PROJECT**

**2.1.1** Projects are TBD: District Wide Projects (Pool) Oceanside, CA 92058. Projects may include but are not limited to: modernization, new construction, and demolition.

**2.2 PROJECTED TIMETABLE**

**2.2.1** Contract negotiations following the RFP process will include time constraints for individual projects.

**2.3 DETAILED SCOPE OF WORK**

**2.3.1** All firms will be required to comply with all applicable codes. Document requirements for work on the project shall include, but not be limited to:

- A. Drawings shall be prepared using AutoCAD 2010 or later and/or using Revit. Other programs must be capable of producing DWG and DXF documents using AutoCAD 2000 specifications. Drawings shall be done on standard drawing sheets which are 30"x 42", and an electronic original shall be provided. AutoCAD documents shall conform to general-accepted industry standards regarding AutoCAD settings (line- weights, etc.). Specifications shall follow MasterSpec formats and Reports, and supplemental data shall be submitted in Microsoft Office 2007 or later. OUSD reserves the right to change these standards to meet its needs.
- B. Final, original, drawings and specifications, when complete, shall be stamped and signed by responsible individuals, licensed by the State of California.

**2.3.2** Original wet stamped and electronic copies of drawings and specifications shall be given to OUSD upon completion of work. Electronic copies are to include all relevant AutoCAD files as well as a "pdf" version of a complete plan-set. Electronic documents shall be submitted via common transferable media (i.e. flash drive).

**2.3.3** Other reproducible format document types will be described in contract awarded if applicable.

**2.3.4** OUSD shall have ownership rights to all Project documents, including base AutoCAD files and all other design software files.

**2.3.5** Civil Services to include:

Both Survey and Civil Engineering Services for the Oceanside Unified School District (OUSD). The District is creating a pool of professional service providers for preliminary civil engineering services as part of ongoing modernization and master planning efforts. Firms should qualify themselves in their response to be considered for the Pool to propose on future projects for all necessary preliminary investigations, mapping and reporting services. Future work may include, but is not limited to: all topographic survey, site assessment including boundary survey and title report and utility investigation requests (including analysis of a project geotechnical report, if available), developing a utility base map, and coordination with the project Architect.

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**2.4 SCOPE OF BASIC SERVICES**

**2.4.1** The scope of basic services required by this RFQ may include, but is not limited to, the following:

A. Consultant shall provide all necessary expertise and services to professionally and diligently execute the work authorized by the Agreement to be issued by OUSD after successful contract negotiations, subsequent to the RFP process.

Consultant shall:

1. Contract for or employ at Consultant's expense, Sub-Consultants or personnel to the extent deemed necessary for the work. OUSD reserves the right to reject the use of any Sub-Consultant.

2. Consult, as necessary, with normal and customary employees, agencies, and/or representatives of OUSD regarding the work outlined in the Agreement.

3. Attend meetings with OUSD, other professionals employed by OUSD and local and regional agencies, as needed, and directed by OUSD to perform the work.

4. Cooperate, as necessary, with other professionals employed by OUSD for other work related to an Agreement.

5. Abide by all regulations imposed by funding sources, such as auditing requirements and payroll affidavits.

6. Be responsible for the professional quality, technical accuracy and the coordination of Consultant's entire work product and provide a professional level of review of all deliverables to assure quality and technical accuracy of all documents furnished by Consultant under this Agreement. Consultant shall, without additional compensation, correct or revise any errors in its documents and other services.

7. Provide a complete as-built drawing set (in AutoCAD and/or Revit format, pdf format, and hardcopy) incorporating all changes from the original drawing set. All changes are to be clouded and noted with relevant reference documentation (RFI numbers, etc.)

B. Provision of the Work: Work shall be provided in accordance with the Agreement resulting from this RFQ and shall be subject to the provisions of the Agreement between Firm and District, including any additional provisions specified with regard to schedule, key personnel, and Sub-Consultants.

(END OF SECTION)

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SECTION 3 - RESPONDING TO THIS RFQ

3.1 MINIMUM REQUIREMENTS

**3.1.1 Statement of Qualifications.** Consultant's Statement of Qualifications (SOQ) shall clearly and accurately demonstrate specialized knowledge and experience required for consideration. The SOQ shall not exceed 10 pages in length. 5 (five) hardcopies, and 1 (one) electronic copy are to be submitted. Table of contents, covers, and dividers may be used without counting against the 10-page limit.

**3.1.2 A complete SOQ shall provide the following documents:**

A. Cover letter (Letter of Interest) signed by an authorized representative of Consultant and which includes Consultant's:

- Legal name
- Address (mailing & street, if different)
- Telephone number
- Fax number
- Federal tax identification number
- Name, title, and email address of Consultant's contact person for this RFQ.
- Addenda Acknowledgement (if needed)

B. A written statement of Consultant's qualifications that is responsive to the selection criteria described in 3.3 Selection Criteria. Consultant shall include examples of successful projects within budget. Resumes of key personnel may be attached as an appendix and do not count toward the page limit.

C. Schedule of Rates. Provide a schedule of rates for services, including additional services, for the principal firm (or firms if there is a joint venture or association) and Sub-Consultants. The schedule of rates shall consist of a list of project staff by title with hourly billing rates. It shall also indicate: (a) whether support services are billed as direct costs or are included in overhead; and (b) if handling charges or profit are added to other direct costs (e.g., sub-Consultants' costs, reimbursable(s)). The hourly rates shall be subject to a yearly escalation based on Consumer Price Index. **One copy of the schedule of rates should be submitted in a separate sealed envelopment with the SOQ. The schedule of rates is not included in the page count.**

***THIS IS NOT A FEE PROPOSAL.***

D. A written explanation of what controls the firm would use to conform to a project budget and schedule.

E. A written statement of the firm's approach to similar work for other Districts.

F. Address firm's ability to provide staff and resources to selected projects within typical time constraints of public works projects. Provide an example of at least one recent successful similar project that the firm's team members have worked on.

G. Has your firm ever been terminated or replaced by another firm during a project? If so, explain in detail and provide results of any litigation/claims on the project.



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H. Has your firm been party to a lawsuit? If yes, please explain.

**3.2 CONSULTANT COSTS**

**3.2.1** Costs incurred for developing the SOQ and in anticipation of award of the agreement are entirely the responsibility of Consultant and shall not be charged to OUSD and/or the State of California. All submittals become the property of OUSD upon receipt and will not be returned to Consultant.

**3.3 SELECTION CRITERIA**

**3.3.1.** Firms shall respond in writing indicating how they believe their experience fulfills the requirements of these criteria. The selection committee will be appointed by OUSD. The selection criteria to be used by OUSD’s committee members for determining the best-qualified firm to provide professional services for the Project will include:

<b>Selection Criteria</b>
Professional experience of the firm in performing services of a similar nature and scope. OUSD expects that the submitting firm have in-house professional expertise to perform the work
Staffing capability and the ability to meet schedules
Reliability, continuity, and location of firm in proximity to OUSD
Quality and relevance of recently completed or ongoing work
Education and experience of key personnel to be assigned
Knowledge of applicable standards, regulations, codes and technology
Demonstrate Firm’s understanding of this District’s needs for this particular project and identify potential challenges and Firm’s approach to mitigate those challenges.

**3.4 EVALUATION AND SELECTION PROCESS**

**3.4.1** The OUSD Screening and Selection Committee Members will review, evaluate and score each SOQ based on the above criteria.

**3.4.2** At any time, OUSD may contact a Consultant’s previous clients and/or project owners to verify the experience and performance of the prospective Consultant, its key personnel, and its Sub-Consultants.

(END OF SECTION)

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**SECTION 4 - ADMINISTRATIVE PROCESS AND REQUIREMENTS**

**4.1 AGREEMENT FOR SERVICES**

- 4.1.1 The selected firm (Consultant) will be notified in writing of selection and approved by the Board of Education to enter into the Pool.
- 4.1.2 OUSD will issue to the Firms in the approved Pool a Request for Proposals (RFP) for individual projects, as needed. Following the RFP process, the District will attempt to enter into negotiations with the selected Consultant for a satisfactory Agreement and reasonable fee for the services needed.
- 4.1.3 If a satisfactory contractual agreement on services and compensation cannot be reached between OUSD and the selected Consultant, OUSD reserves the right to terminate negotiations with the selected Consultant and attempt to reach satisfactory contractual Agreement with the remaining qualified Consultants.
- 4.1.4 The selected Consultant with which OUSD successfully negotiated, shall be required to execute an "Agreement". The Standard Agreement shall include the agreement terms and conditions of each RFP. Consultant shall execute the required number of copies of the Agreement documents and return them within seven (7) calendar days, after Consultant has received Agreement documents for signature.

OUSD reserves the right to modify or update the Standard Agreement in the interest of OUSD, in whole or in part, at any time up to the issuance of the Agreement by OUSD. By submitting for this RFQ, the prospective Consultant and its key Sub-Consultants acknowledge that a) the project team will provide the services required in the Agreement, and b) the project team has no objection to the Standard Agreement. A sample standard professional services agreement is included in this RFQ as **Exhibit A**.

**4.2 INSURANCE REQUIREMENTS**

- 4.2.1 Provide information on the types and amounts of insurance carried including Commercial General Liability, Automobile Liability, Workers Compensation, and Professional Liability Coverage. The carrier must have Best Key Rating Guide of "A" or better as a California admitted insurer.

All such insurance shall be on an occurrence basis and should name the District as additional insured. Policies shall have a non-renewal or cancellation clause of not less than thirty (30) days. Minimum limits of insurance required by the District for consultant and sub-consultants are indicated in Article XII, Section B of the Master Agreement for Architectural Services, and as follows:

- i. General Liability: \$2,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this Agreement or the general aggregate limit shall be twice the required occurrence limit;
- ii. Automobile Liability: \$2,000,000 per accident for bodily injury and property damage;

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- iii. Workers' Compensation and Employer's Liability: Workers' compensation limits as required by the Labor Code of the State of California. Employers Liability limits of \$1,000,000 per accident for bodily injury or disease; and
- iv. Professional Liability: Not less than \$2,000,000 per claim

(END OF SECTION)

**SAMPLE ONLY**  
**PROFESSIONAL SERVICES AGREEMENT**  
**FOR ON-CALL CIVIL ENGINEERING SERVICES**

**1. PARTIES AND DATE.**

This Professional Services Agreement (“Agreement”) is made and entered into this \_\_\_\_\_ of \_\_\_\_\_, 20\_\_, by and between the OCEANSIDE UNIFIED SCHOOL DISTRICT (“District”), a public school district organized under the laws of the State of California, and \_\_\_\_\_, a \_\_\_\_\_, with its principal place of business at \_\_\_\_\_ (“Consultant”). District and Consultant are sometimes individually referred to as “Party” and collectively as “Parties.”

**2. RECITALS.**

**2.1 CONSULTANT.**

2.1.1 Consultant desires to perform and assume responsibility for the provision of certain on-call civil engineering services required by District on the terms and conditions set forth in this Professional Services Agreement.

2.1.2 Consultant represents that it is experienced in providing on-call civil engineering services to public clients, is licensed to do business in the State of California, and is familiar with the plans of District.

**2.2 PROJECT.**

2.2.1 District desires to engage Consultant to render such on-call civil engineering services in conjunction with projects within the Oceanside Unified School District that will defined as need occurs.

2.2.2 Consultant agrees to provide the services described in this Professional Services Agreement.

**3. DEFINITIONS.**

**3.1 PROJECTS.**

As used in this Professional Services Agreement, the term “Projects” shall mean projects requiring civil engineering services within the District and City of Oceanside in San Diego County, California, undertaken by the District, as projects are defined.

**3.2 SERVICES.**

As used in this Professional Services Agreement, the term “Services” shall mean the professional on-call engineering services necessary for completion of the Projects. A description of the full scope of services is provided in Exhibit A.

**4. REPRESENTATIVES OF THE PARTIES.**

**4.1 DISTRICT'S REPRESENTATIVE.**

The District hereby designates Christopher Wright to act as its representative for the performance of this Professional Services Agreement. As the District's Representative, Christopher Wright shall have the power to act on behalf of the District for all purposes under this Professional Services Agreement. As the District's Representative, Christopher Wright shall also have the power to delegate authority over discrete portions of this Professional Services Agreement to his/her designee. Consultant shall not accept direction or orders from any person other than the District's Representative or his/her designee.

**4.2 CONSULTANT'S REPRESENTATIVE.**

Consultant hereby designates \_\_\_\_\_, or his/her designee, to act as its representative for the performance of this Professional Services Agreement. Consultant's Representative shall have full authority to represent and act on behalf of the Consultant for all purposes under this Professional Services Agreement. The Consultant's Representative shall supervise and direct the Services, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Services under this Professional Services Agreement.

**5. TERMS.**

**5.1 SCOPE OF SERVICES AND TERM.**

5.1.1 General Scope of Services. Consultant promises and agrees to furnish all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the Services required by this Professional Services Agreement. All Services shall be subject to, and performed in accordance with, this Professional Services Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations. The full scope of services to be provided by Consultant pursuant to this Professional Services Agreement, including the applicable work product to be generated, is set forth in Exhibit "A" attached hereto.

5.1.2 Term. The term of this Agreement shall be from \_\_\_\_\_, to \_\_\_\_\_, unless earlier terminated as provided herein. The District shall have the unilateral option, at its sole discretion, to renew this Agreement automatically for no more than four (4) additional one-year terms. Consultant shall complete the Services within the term of this Agreement and shall meet any other established schedules and deadlines.

## **5.2 OWNERSHIP OF MATERIALS AND CONFIDENTIALITY.**

### **5.2.1 Confidentiality/Attorney-Client Privilege/Attorney Work Product Doctrine.**

(a) All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other Documents and Data either created by or provided to Consultant in connection with the performance of this Professional Services Agreement shall be held confidential by Consultant and shall be deemed privileged materials that are not subject to disclosure absent the prior written consent of the District.

(b) Such materials or information shall not, without the prior written consent of the District, be used by Consultant for any purposes other than the performance of the Services. Nor shall such materials be disclosed to any person or entity not connected with the performance of the Services or the Projects. Should the District decide to designate Consultant as an expert witness in any subsequent litigation that may occur involving the services provided, the disclosure of information or documents associated with completion of the Project shall be governed by the California Code of Civil Procedure, California Evidence Code, or other applicable statutes, rules or regulations.

**5.2.2 Documents & Data; Licensing of Intellectual Property.** This Professional Services Agreement creates a non-exclusive and perpetual license for the District to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, which are prepared or caused to be prepared by Consultant or any subcontractor under this Professional Services Agreement (“Documents & Data”). Consultant represents and warrants that Consultant has the legal right to license any and all Documents & Data. Consultant makes no such representation and warranty in regard to Documents & Data which were prepared by design professionals other than Consultant or provided to Consultant by the District. The District shall not be limited in any way in its use of the Documents and Data at any time, provided that any such use not within the purposes intended by this Professional Services Agreement shall be at the District’s sole risk.

## **5.3 RESPONSIBILITIES OF CONSULTANT.**

**5.3.1 Control and Payment of Subordinates; Independent Contractor.** The Services shall be performed by Consultant or under its supervision. Consultant will determine the means, methods and details of performing the Services subject to the requirements of this Professional Services Agreement. The District retains Consultant on an independent contractor basis and not as an employee. Consultant retains the right to perform similar or different services for others during the term of this Professional Services Agreement. Any additional personnel performing the Services under this Professional Services Agreement on behalf of Consultant shall also not be

employees of District and shall at all times be under Consultant's exclusive direction and control. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Professional Services Agreement and as required by law. Consultant shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

5.3.2 Schedule of Services. Consultant shall perform the Services expeditiously, within the term of this Professional Services Agreement. Consultant represents that it has the professional and technical personnel required to perform the Services in conformance with such conditions. In order to facilitate Consultant's conformance with the Schedule, the District shall respond to Consultant's submittals in a timely manner. Upon request of the District, Consultant shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

5.3.3 Conformance to Applicable Requirements. All work prepared by Consultant shall be subject to the approval of District as to format, and shall conform to the needs of the Project as described in this Professional Services Agreement and the exhibits attached hereto. A detailed level of effort proposal will be requested for the projects for which services are to be provided. The Consultant's Proposal shall be submitted using the Unit Pricing and Estimate Sheet per Exhibit B, along with supporting documentation as needed. Upon reaching a consensus with respect to the types of services and level of effort for each tasking, a Work/Services Authorization letter, with a "Not to Exceed" compensation amount, will be issued by the District for the designated services. (See attached Exhibit C, sample of Work/Services Authorization letter.) The actual level of effort and timing of accomplishment of the services required will be as directed by the designated District Representative. The designated level of effort and/or the authorized compensation for each Work/Services Authorization shall not be exceeded without a written Amendment to the Work/Services Authorization.

5.3.4 Substitution of Key Personnel. Consultant has represented to the District that certain key personnel will perform and coordinate the Services under this Professional Services Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence upon written approval of the District. In the event that the District and Consultant cannot agree as to the substitution of key personnel, the District shall be entitled to terminate this Professional Services Agreement for cause. As discussed below, any personnel who fail or refuse to perform the Services in a manner acceptable to the District, or who are determined by the District to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project or a threat to the safety of persons or property, shall be promptly removed from the Project by Consultant at the request of the District. The key personnel for performance of this Professional Services Agreement are as follows: \_\_\_\_\_.

5.3.5 Coordination of Services. Consultant agrees to work closely with the District in the performance of the Services and shall be available to the District, and/or the District's Representative's designee at all reasonable times.

5.3.6 Standard of Care; Performance of Employees. Consultant shall perform all Services under this Professional Services Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. Consultant represents that all employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Finally, Consultant represents that it, its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, including all necessary business licenses, and that such licenses and approvals shall be maintained throughout the term of this Professional Services Agreement. As provided for in the indemnification provisions of this Professional Services Agreement, Consultant shall perform, at its own cost and expense and without reimbursement from the District, any additional work necessary to correct errors or omissions in the Services which are caused by the Consultant's failure to comply with the standard of care provided for herein. Any employee of the Consultant or its sub-Consultants who is determined by the District to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the District, shall be promptly removed from the Project by the Consultant and shall not be re-employed to perform any of the Services or to work on the Project.

5.3.7 Laws and Regulations. Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Consultant shall be liable for all violations of such laws and regulations in connection with Services. If the Consultant performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to the District, Consultant shall be solely responsible for all costs arising therefrom. Consultant shall defend, indemnify and hold the District, its officials, directors, officers, employees and agents free and harmless, pursuant to the indemnification provisions of this Professional Services Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

5.3.8 Prevailing Wage. A portion of the Services may constitute public works construction, and as such may be subject to Federal and State prevailing wage requirements. Consultant will be required to comply with all of the terms and conditions (including Federal and State General Prevailing Wage requirements) prescribed for any contractors performing public works construction projects. The latest General Prevailing Wage determinations for crafts associated with public works construction projects shall apply. In all instances where Federal and State Prevailing Wages for a given craft



differ, the higher Prevailing Wage shall be paid. It shall be mandatory upon Consultant to pay not less than the said specified rates to all workers employed by them in the performance under the Contract Document. Copies of the Prevailing Wage Rates are available from the District upon request. Requests must specifically state which prevailing wage rates are required.

5.3.9 Fingerprinting and Drug Free Policy. Consultant shall be required to complete any and all fingerprinting requirements and criminal background checks required by State law and shall also be required to complete a Drug-Free workplace certificate prior to the start of the Work.

## **5.4 INSURANCE.**

5.4.1 Time for Compliance. Consultant shall not commence Work under this Professional Services Agreement until it has provided evidence satisfactory to the District that it has secured all insurance required under this section. In addition, Consultant shall not allow any subcontractor to commence work on any subcontract until it has provided evidence satisfactory to the District that the subcontractor has secured all insurance required under this section.

5.4.2 Minimum Requirements. Consultant shall, at its expense, procure and maintain for the duration of the Professional Services Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Professional Services Agreement by the Consultant, its agents, representatives, employees or subcontractors. Consultant shall also require all of its subcontractors to procure and maintain the same insurance for the duration of the Professional Services Agreement. Such insurance shall meet at least the following minimum levels of coverage:

(a) Minimum Scope of Insurance. Coverage shall be at least as broad as the latest version of the following: (1) *General Liability*: Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001); (2) *Automobile Liability*: Insurance Services Office Business Auto Coverage form number CA 0001, code 1 (any auto); and (3) *Workers' Compensation and Employer's Liability*: Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

(b) Minimum Limits of Insurance. Consultant shall maintain limits no less than: (1) *General Liability*: \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with general aggregate limit is used, either the general aggregate limit shall apply separately to this Professional Services Agreement/location or the general aggregate limit shall be twice the required occurrence limit; (2) *Automobile Liability*: \$1,000,000 per accident for bodily injury and property damage; and (3) *Workers' Compensation and Employer's Liability*: Workers' Compensation limits as required by the Labor Code of the State of California. Employer's Liability limits of \$1,000,000 per accident for bodily injury or disease.

5.4.3 Professional Liability. Consultant shall procure and maintain, and require its sub-Consultants to procure and maintain, for a period of five (5) years following completion of the Project, errors and omissions liability insurance appropriate to their profession. Such insurance shall be in an amount not less than \$1,000,000 per claim.

5.4.4 Contractors Pollution Liability.

(a) Consultant shall procure and maintain, and require its sub-Consultants to procure and maintain Contractors Pollution Liability Insurance covering all of the contractor's operations to include onsite and offsite coverage for bodily injury (including death and mental anguish), property damage, defense costs and cleanup costs with minimum limits of \$5 million per loss and \$5 million total all losses.

(b) If coverage is written on a claims-made basis, the retroactive date shall precede the effective date of the initial Professional Services Agreement and continuous coverage will be maintained or an extended reporting period will be exercised for a period of at least three (3) years from termination or expiration of this Professional Services Agreement.

5.4.5 Insurance Endorsements. The insurance policies required by this Professional Services Agreement shall contain the following provisions, or Consultant shall provide endorsements on forms supplied or approved by the District to add the following provisions to the insurance policies:

(a) General Liability. The general liability policy shall be endorsed to state that: (1) the District, its directors, officials, officers, employees, agents and volunteers shall be covered as additional insured with respect to the Services or operations performed by or on behalf of the Consultant, including materials, parts or equipment furnished in connection with such work; and (2) the insurance coverage shall be primary insurance with respect to the District, its directors, officials, officers, employees, agents and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Consultant's scheduled underlying coverage. Any insurance or self-insurance maintained by the District, its directors, officials, officers, employees, agents and volunteers shall be excess of the Consultant's insurance and shall not be called upon to contribute with it in any way.

(b) Automobile Liability. The automobile liability policy shall be endorsed to state that: (1) the District, its directors, officials, officers, employees, agents and volunteers shall be covered as additional insureds with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Consultant or for which the Consultant is responsible; and (2) the insurance coverage shall be primary insurance with respect to the District, its directors, officials, officers, employees, agents and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Consultant's scheduled underlying coverage. Any insurance or self-insurance maintained by the District, its

directors, officials, officers, employees, agents and volunteers shall be excess of the Consultant's insurance and shall not be called upon to contribute with it in any way.

(c) Workers' Compensation and Employers Liability Coverage. The insurer shall agree to waive all rights of subrogation against the District, its directors, officials, officers, employees, agents and volunteers for losses paid under the terms of the insurance policy which arise from work performed by the Consultant.

(d) All Coverages. Each insurance policy required by this Professional Services Agreement shall be endorsed to state that: (A) coverage shall not be suspended, voided, reduced or canceled except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the District except for ten (10) days prior notice for cancellation due to non-payment of premium; and (B) any failure of Consultant to comply with reporting or other provisions of the policies, shall not affect coverage provided to the District, its directors, officials, officers, employees, agents and volunteers.

5.4.6 Waiver of Subrogation. Except for Professional Liability, required insurance coverages shall not prohibit Consultant from waiving the right of subrogation prior to a loss. Consultant shall waive all subrogation rights against the indemnified parties. Policies shall contain or be endorsed to contain such provisions.

5.4.7 Deductible. Any deductible or self-insured retention must be approved in writing by the District and shall protect the indemnified parties in the same manner and to the same extent as they would have been protected had the policy or policies not contained a deductible or self-insured retention.

5.4.8 Evidence of Insurance. The Consultant, concurrently with the execution of the Professional Services Agreement, and as a condition precedent to the effectiveness thereof, shall deliver either certified copies of the required policies, or original certificates and endorsements on forms approved by the District. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. At least fifteen (15) days prior to the expiration of any such policy, evidence of insurance showing that such insurance coverage has been renewed or extended shall be filed with the District. If such coverage is cancelled or reduced, Consultant shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the District evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies.

5.4.9 Failure to Maintain Coverage. Consultant agrees to suspend and cease all operations hereunder during such period of time as the required insurance coverage is not in effect and evidence of insurance has not been furnished to the District. The District shall have the right to withhold any payment due Consultant until Consultant has fully complied with the insurance provisions of this Professional Services Agreement. In the event that the Consultant's operations are suspended for failure to maintain required insurance coverage, the Consultant shall not be entitled to an

extension of time for completion of the Services because of production lost during suspension.

5.4.10 Acceptability of Insurers. Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A:VII and authorized to do business in the State of California, or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law.

5.4.11 Insurance for Subcontractors. All Subcontractors shall be included as additional insureds under the Consultant's policies, or the Consultant shall be responsible for causing Subcontractors to purchase the appropriate insurance in compliance with the terms of these Insurance Requirements, including adding the District as an Additional Insured to the Subcontractors' policies. Consultant shall provide to the District satisfactory evidence of this coverage according to the procedures set forth in paragraph 5.4.8 of this Professional Services Agreement.

## **5.5 SAFETY.**

Consultant shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Consultant shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed. Safety precautions as applicable shall include, but shall not be limited to: (A) adequate hazardous materials and/or biological agent protection, equipment and procedures; (B) instructions in accident prevention for all employees and subcontractors, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; (C) adequate facilities for the proper inspection and maintenance of all safety measures; and (D) adequate life protection and lifesaving equipment and procedures.

## **5.6 FEES AND PAYMENTS.**

5.6.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Professional Services Agreement at the rates set forth in Exhibit B. The total compensation shall not exceed \_\_\_\_\_ **Dollars (\$\_\_\_\_\_)** per 12-month period without prior written approval of the District. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Professional Services Agreement.

5.6.2 Payment of Compensation. Consultant shall submit to the District a monthly itemized statement which indicates work completed and hours of Services rendered by Consultant. The statement shall describe the amount of Services and supplies provided since the initial commencement date, or since the start of the

subsequent billing periods, as appropriate, through the date of the statement. The District shall review and pay the amount due under the statement within 60 days of receiving payment for the services from the Client.

5.6.3 Reimbursement for Expenses. Consultant shall not be reimbursed for any expenses unless authorized in writing by the District.

5.6.4 Extra Work. At any time during the term of this Professional Services Agreement, the District may request that Consultant perform Extra Work. As used herein, "Extra Work" means any work which is determined by the District to be necessary for the proper completion of the Project, but which the parties did not reasonably anticipate would be necessary at the execution of this Professional Services Agreement. Consultant shall not perform, nor be compensated for, Extra Work without written authorization from the District's Representative.

## **5.7 MAINTENANCE AND INSPECTION OF ACCOUNTING RECORDS.**

Consultant shall maintain complete and accurate records with respect to all costs and expenses incurred under this Professional Services Agreement. All such records shall be clearly identifiable. Consultant shall allow a representative of the District during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Professional Services Agreement. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to the Professional Services Agreement for a period of three (3) years from the date of last invoice under this Professional Services Agreement.

## **6. GENERAL PROVISIONS.**

### **6.1 TERMINATION OF AGREEMENT.**

6.1.1 Grounds for Termination. The District may, by written notice to Consultant, terminate the whole or any part of this Professional Services Agreement at any time and without cause by giving written notice to Consultant of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Consultant shall be compensated only for those Services which have been adequately rendered to the District, and Consultant shall be entitled to no further compensation. Consultant may not terminate this Professional Services Agreement except for cause.

6.1.2 Effect of Termination. If this Professional Services Agreement is terminated as provided herein, the District may require Consultant to provide all finished or unfinished Documents and Data and other information of any kind prepared by Consultant in connection with the performance of Services under this Professional Services Agreement. Consultant shall be required to provide such document and other information within fifteen (15) days of Consultant's receipt of final payment for Services rendered prior to the effective date of termination. Any use of Consultant's unfinished Documents and Data shall be at District's and the Client's sole risk.

6.1.3 Additional Services. In the event this Professional Services Agreement is terminated in whole or in part as provided herein, the District may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

**6.2 DELIVERY OF NOTICES.**

All notices permitted or required under this Professional Services Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

**Consultant:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attn: \_\_\_\_\_

**District:**

Oceanside Unified School District  
2111 Mission Avenue  
Oceanside, CA 92058  
Attn: Christopher Wright

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after DEPOSIT in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

**6.3 COOPERATION; FURTHER ACTS.**

The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Professional Services Agreement.

**6.4 ATTORNEY'S FEES.**

If either party commences an action against the other party, either legal, administrative or otherwise, arising out of or in connection with this Professional Services Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorney's fees and all other costs of such action.

**6.5 INDEMNIFICATION.**

To the fullest extent permitted by law, Consultant shall defend, indemnify and hold District, its directors, officials, officers, employees and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful

death, in any manner arising out of or incident to the negligence, recklessness, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants or agents in the performance of the Services, the Project or this Agreement, including without limitation the payment of all consequential damages and reasonable attorneys' fees, expert witness fees and other related costs and expenses of defense. Consultant shall defend, with counsel of District's choosing and at Consultant's own cost, expense and risk, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against District, its directors, officials, officers, employees and agents. Consultant shall pay and satisfy any judgment, award or decree that may be rendered against District, its directors, officials, officers, employees and agents in any such suits, actions or other legal proceedings. Consultant shall also reimburse District for the cost of any settlement paid by District arising out of any such claims, demands, causes of action, costs, expenses, liabilities, losses, damages, injuries, suits, actions, or other legal proceedings. Such reimbursement shall include payment for District's attorney's fees and costs, including expert witness fees. Consultant shall reimburse District, its directors, officials, officers, employees and agents for any and all legal expenses and costs, including expert witness fees, incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the District, its directors, officials, officers, employees and agents.

#### **6.6 ENTIRE AGREEMENT.**

This Professional Services Agreement, and the exhibits hereto, contains the entire Professional Services Agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Professional Services Agreement may only be modified by a writing signed by both parties.

#### **6.7 GOVERNING LAW.**

This Professional Services Agreement shall be governed by the laws of the State of California. Venue shall be in San Diego County, California.

#### **6.8 TIME OF ESSENCE.**

Time is of the essence for each and every provision of this Professional Services Agreement.

#### **6.9 DISTRICT'S RIGHT TO EMPLOY OTHER CONSULTANTS.**

The District reserves right to employ other Consultants in connection with the Project.

#### **6.10 SUCCESSORS AND ASSIGNS.**

This Professional Services Agreement shall be binding on the successors and assigns of the parties.

**6.11 ASSIGNMENT OR TRANSFER.**

Consultant shall not assign, hypothecate, or transfer, either directly or by operation of law, this Professional Services Agreement or any interest herein without the prior written consent of the District. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

**6.12 CONSTRUCTION; REFERENCES; CAPTIONS.**

Since the Parties or their agents have participated fully in the preparation of this Professional Services Agreement, the language of this Professional Services Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to Consultant include all personnel, employees, agents, and subcontractors of Consultant, except as otherwise specified in this Professional Services Agreement. All references to the District include its officials, officers, employees, agents, and volunteers except as otherwise specified in this Professional Services Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Professional Services Agreement.

**6.13 AMENDMENT; MODIFICATION.**

No supplement, modification, or amendment of this Professional Services Agreement shall be binding unless executed in writing and signed by both Parties.

**6.14 WAIVER.**

No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

**6.15 NO THIRD PARTY BENEFICIARIES.**

There are no intended third party beneficiaries of any right or obligation assumed by the Parties. Aside from the Client, no third party shall have the right to rely on Consultant's opinions rendered in connection with the Services without the written consent of Consultant.

**6.16 INVALIDITY; SEVERABILITY.**

If any portion of this Professional Services Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.



#### **6.17 PROHIBITED INTERESTS.**

Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Professional Services Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Professional Services Agreement. For breach or violation of this warranty, the District shall have the right to rescind this Professional Services Agreement without liability. For the term of this Professional Services Agreement, no member, officer or employee of the District, during the term of his or her service with the District, shall have any direct interest in this Professional Services Agreement, or obtain any present or anticipated material benefit arising therefrom.

#### **6.18 EQUAL OPPORTUNITY EMPLOYMENT.**

Consultant represents that it is an equal opportunity employer and it shall not discriminate against any subcontractor, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

#### **6.19 LABOR CERTIFICATION.**

By its signature hereunder, Consultant certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

#### **6.20 AUTHORITY TO ENTER INTO AGREEMENT.**

Consultant has all requisite power and authority to conduct its business and to execute, deliver, and perform the Professional Services Agreement. Each Party warrants that the individuals who have signed this Professional Services Agreement have the legal power, right, and authority to make this Professional Services Agreement and bind each respective Party.

#### **6.21 COUNTERPARTS.**

This Professional Services Agreement may be signed in counterparts, each of which shall constitute an original.

#### **6.22 SUBCONTRACTING.**

Consultant shall not subcontract any portion of the work required by this

Professional Services Agreement, except as expressly stated herein, without prior written approval of the District. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Professional Services Agreement.

IN WITNESS WHEREOF the parties hereto have executed this Agreement the year and date first above written.

\_\_\_\_\_

**OCEANSIDE UNIFIED SCHOOL DISTRICT**

By: \_\_\_\_\_

By: \_\_\_\_\_

Christopher Wright  
Associate Superintendent of Business

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**EXHIBIT "A"**  
**SCOPE OF SERVICES**

The Oceanside Unified School District has a need for professional engineering consultant services **on an as-needed basis**.

The as-needed Consultant must meet the following established requirements. As a minimum, the consultant must be able to prepare complete civil engineering design, and construction and bid documents and/or Civil Engineering repair recommendations required by the District whether requiring DSA approval or not; prepare any Civil Engineering specifications required by the District per all applicable codes and standards and DSA interpretation of codes and standards; and prepare all proposed design and repair work in accordance with applicable provisions of the District's Architect Design Manual.

The specific services of the Consultant will vary from one "Assignment of Project" to another and will be specifically defined for each individual project. However, the tasks may include some or all of the services described hereunder. This is not exclusive and additional areas may be identified in the future.

- The Engineer may be responsible for developing complete civil design and construction documents necessary to bid and construct the Project based on the design of the Architect and all other consultants on the Project Team. The Engineer will be responsible for confirming that the proposed engineering design complies with all applicable codes and ordinances. The Engineer will also have construction administration responsibilities including responding to contractor requests for information (RFI's), shop drawing and submittal review, job site inspections, payment request review and approval, change order request and change order documentation processing, contractor claims review, punch list completion, final Project completion certification and any other services typically provided in connection with engineering services.
- The Engineer will be required to work closely with the Project Team and provide all necessary designs and clarifications on a timely basis, as may be necessary for the Project Team to fully prepare the construction documents.
- The Engineer will be responsible for developing a complete design including complete, coordinated, constructible, and cost effective construction documents necessary to bid and construct any Project. Specifically, the Engineer may be responsible for providing some or all of the following services:
  - 1) Investigation Phase Services:
  - 2) Prepare reports and investigations of a civil engineering nature based on specific needs on the District,

- 3) Prepare SWPPP and WQMP services and plans.
- 4) Prepare drainage studies and reports.
- 5) Prepare civil engineering demolition plans and specifications.
- 6) Construction and/or design surveys
- 7) Other services as required by the District.

**A. Schematic Design:**

- 1) Develop a design criteria outline which describes the basic civil engineering systems for the entire Project; confirm extent and capacity of all existing utilities.
- 2) Participate and coordinate with the Project Team in the development of as many schematic design concepts as requested by the Architect and District and participate in thoroughly analyzing each concept.
- 3) Develop in conjunction with the Project Team schematic drawings and outline specifications describing the scope of the design alternative selected by the District with sufficient information for cost estimating and design development.
- 4) Provide advice to and assist the Project Team as needed;
- 5) Assist the Architect and District in matters related to all public agencies with jurisdiction over the Project.
- 6) Assist in the preparation of cost estimates by the Cost Consultant as requested by the District.
- 7) Revise the schematic design submission to incorporate comments by the Project Architect and District to achieve a final approved schematic design set.
- 8) Prepare a list of value engineering items for consideration by the District and the Project Team; participate in the evaluation of all value engineering items developed by the Project Team.
- 9) Attend Project meetings with the District and Project Team on a bi-weekly basis or more often as needed to complete the Project.
- 10) Prepare a scope of services and Request for Proposals for the site survey.

**B. Design Development:**

- 1) Upon completion of Schematic Design, prepare Design Development drawings and an outline specification sufficient to provide the basis for the continuing design process, and to facilitate the preparation of a reliable budget estimate for all construction costs;
- 2) Coordinate with the Project Team to ensure that the design is constructible, practical and economical;
- 3) Provide advice to and assist the Project Team as needed.
- 4) Assist the Architect, District and Project Manager in matters related to all public agencies with jurisdiction over the Project.
- 5) Assist in further value engineering and updating of cost estimates as needed, and revise the drawings and specifications as required to incorporate comments by the Architect, District and Project Manager and to meet the District's construction budget.
- 6) Revise the design development documents to incorporate comments by the Architect, District and Project Manager to achieve a final approved design within the District's budget.
- 7) Attend Project meetings with the District and Project Team on a bi-weekly basis or more often as needed to complete the Project.

**C. Construction Documents:**

- 1) Upon completion of Design Development, prepare complete, coordinated, constructible and cost effective Construction Documents including all specifications and detail drawings necessary for construction.
- 2) Coordinate all civil design-related issues with the Project Team and provide all necessary design information and clarifications as may be necessary for the Project Team to fully execute the construction documents.
- 3) Provide advice to and assist the Project Team as needed.
- 4) Assist in value engineering and updating of cost estimates as needed, and revise the drawings and specifications as required to meet the District's construction budget.
- 5) Provide monthly issue of in-progress construction documents and at other times as directed by the Architect and District for their review and preliminary pricing.

- 6) Issue complete and coordinated construction documents, suitable to completely construct the building and for the purpose of obtaining competitive bids or negotiated contracts from various general contractors on the basis of such complete documents. Contract Documents may be issued in two or more packages as follows:
  - a) General Conditions, architectural, civil, landscape architecture and structural engineering construction documents and associated specifications;
  - b) All remaining construction documents and specifications;
- 7) Assist in the evaluation of contractor-suggested cost savings.
- 8) Revise construction documents as may be required; issue one or more addenda which shall incorporate selected equipment alternatives and any other revisions from contractor-initiated cost saving items agreed to during the bidding phase.
- 9) Issue complete and coordinated construction documents, signed and sealed by all Engineers or Architects or Landscape Architects as appropriate (each of whom shall be registered professionals in the state-of California), for the purpose of obtaining all necessary permits for construction and assist the Architect and District as necessary to secure such permits. Permit documents may be issued in two or more packages as follows:
  - a) civil, architectural, landscape architecture and structural engineering construction documents and associated specifications;
  - b) All remaining construction documents and specifications;
- 10) Attend Project meetings with the District and Project Team on a bi-weekly basis or more often as needed to complete this Phase of the Project.

**D. Construction Administration:**

- 1) When requested, assist the Architect, District and Contractor during the subcontractor bidding process, review bid requisitions for completeness and correctness, attend pre-bid conferences, answer bidders' questions, and assist in the evaluation of bids and recommendations of contract awards.
- 2) Attend a pre-construction conference.
- 3) Review and approve or take such other appropriate action as may be necessary on all shop drawings, submittals, contractor coordination

drawings, warranty, as built maintenance submittals for compliance with the contract documents.

- 4) Coordinate all services with the Project Team, and the District;
- 5) Provide periodic site observations no less frequent than monthly and as required to meet the progress of the Project. Prepare a written report of each visit informing the Architect and District of all relevant events, (such as substantive discussions with contractors, changes to the construction drawings, construction progress, etc.), plus follow up on punch list items.
- 6) Provide Project status reports, on a regular basis but no less frequent than monthly, informing the Architect and District of all relevant events during construction, (e.g. substantive discussions with Contractors and subcontractors, results of coordination process, shop drawing approval status, RFI status, changes to the construction drawings, punch list summary lists, etc.).
- 7) Review the work of and advise the District and Project Team on quality control activities undertaken by inspection and testing agencies retained by the District.
- 8) Issue clarification drawings and respond to Requests For Information (RFI) requests as required.
- 9) If requested by the Architect and District, review and advise the Architect and District regarding additional construction costs as submitted by the Contractor for legitimacy and general accuracy.
- 10) Provide on a monthly basis, to the Architect and District, such certifications as may be required by governmental agencies for the Project. These certifications shall include review of the Contractor's applications for payment, its progress against the Project Schedule, and verification that the Contractor's work has been performed in conformance to the Contract Documents.
- 11) Attend Project bi-weekly construction meetings or more often as required and requested by the Architect.

**E. Deliverables:**

- 1) Basis of Design.
- 2) Schematic Design Drawings (drawings and specifications suitable for preliminary cost estimating) and Cost estimates
- 3) Design Development Drawings (drawings and specifications suitable for further cost estimating)and Cost estimates

- 4) Construction Documents (drawings and specifications suitable for complete cost estimating, bidding, permitting and construction of the Project.) and Final Cost Estimate
- 5) Review and recommendations regarding bid results and contract award
- 6) Submittal reviews
- 7) Periodic Observations and Final Inspection
- 8) Close-Out Documents
- 9) OPSC estimates and supporting documents to fund applications including service site, off site and utility Site Development Worksheet Forms.

**F. Additional Considerations:**

The following services shall be included in the Engineer's scope of services as required for the specific project scope::

- 1) Engineering design and construction documentation:
  - a) For all utility design and engineering from five (5) feet beyond the exterior building wall;
  - b) For all earth retention systems;
  - c) For all site paving;
  - d) For all use applications and requests required by any utility provider and including submission and negotiations for approval thereof;
  - e) For all erosion control, drainage and water detention/retention required for the site;
  - f) For all relocation, replacement and new traffic control devices and signs, traffic lights, street lights and parking lighting (if applicable) and including submission to local agency and negotiations for approval thereof;
  - g) For all demolition documentation required for the civil work;
  - h) For all required patching, paving, sidewalk, pathways and curb and gutters and including submission to local agency and negotiations for approval thereof;
  - i) For all top of curb elevations around the perimeter of the site and including submission to local agency and negotiations for approval thereof;



- j) For all drives and sidewalks and their locations and including submission to local agency and negotiations for approval thereof;
- k) For all Street Conformance Plans and details around the perimeter of the site and including submission to local agency and negotiations for approval thereof;
- 2) For all site elevations including in landscaped areas;
- 3) Coordination with the Project's geotechnical consultant, including assistance in selecting the location of soil borings as it applies to civil engineering design needs;
- 4) Coordination with other consultants in determining the proper elevation of the building(s) and related activities.
- 5) The Project may be certified under the California High Performance School Incentive Program and/or USGBC LEED Construction rating system. The consultant's services may include design to a LEED standard, including participation with the Project Team in LEED assessment workshops or meetings where required by the specific project scope.

**G. Civil Engineering Services described below may be required on a case by case basis:**

- Prepare Civil Engineering drawings, specifications, mechanical analysis, calculations, investigations, arrange for and contract for destructive testing, prepare cost estimates, and all other items required to complete the assigned task including obtaining DSA approval where required, providing bid documents, reviewing bids, reviewing submittals and shop drawings, providing construction observation, construction administration and project closeout.
- Retain other sub-consultants to perform minor supporting services (firms or individuals subject to prior approval of the District) as necessary to provide complete design, including cost estimators, fire protection engineers, code consultants, acoustical consultants, electrical engineers, landscape architects, surveyors and architects.
- Review and make any necessary corrections to DSA required drawings sufficient to obtain DSA approval.
- Prepare bid addenda and/or documents revisions during bidding, obtain DSA approval where required.
- Prepare Informational Bulletin (IB) and change order documents during construction, obtain necessary agency and DSA approval of change order documents.

- Prepare reports and make investigations, prepare designs and repairs for items of a civil engineering nature for the District including but not limited to its Maintenance and Operations Department.
- Provide constructability review, biddable document review, quality assurance review of mechanical engineering work accomplished by other civil engineers.

**H. Project Management Services:**

- Assist the District in assembling project bids and bid documents for any civil engineering upgrades.
- Assist District in bidding of project if necessary.
- Provide construction administrations and other services, including additional services as requested by the District as outlined in District Master Services Agreement for Civil Engineering Services.
- Issue any required addenda information during bidding.
- Advise District on suitability of successful bidders for accomplishing the work.
- Assist District in issuing and reviewing any IBs and/or change orders required during construction.
- Receive, review and distribute shop drawings and submittals to the District for review. Stamp and note submittals with appropriate District approved stamp and review language.
- Attend the pre-construction meeting with District and successful contractor after award of contract.
- Attend job site meetings when necessary or questions arise.
- Conduct final inspection; prepare report of items for correction or completion. Verify all civil engineering items for correction or completion are completed in accordance with contract requirements.
- Review and approve all required operating instructions, operations and maintenance manuals, project warranties as required by contract documents.
- Provide letter to the owner indicating total completion of the project.
- All reproduction and reimbursable costs including travel and mileage shall be included in consultant's hourly rate schedule submitted with response to this RFP.

- All original drawings or specifications commissioned by the District shall become District property. Submit all required Record As-Built Documents to the District in both electronic and reproducible mylar form upon completion of the project. Bid documents shall be provided electronically to the District's reproduction service for printing and issuance.
- The Services shall be performed at the hourly billing rates included in Exhibit B.
- Invoices and statements shall be addressed and sent to:

Ms. Tammy Patten, Accountant  
Oceanside Unified School District  
2111 Mission Avenue, Building E  
Oceanside, CA 92058

**“EXHIBIT B”**

**UNIT PRICING & ESTIMATE SHEET**

**COMPENSATION RATES AND REIMBURSABLE EXPENSES**

	<i>Hourly Rate</i>	<i>Estimated Number of Hours</i>	<i>Total</i>
Principal/Principal Civil Engineer			
Professional Land Surveyor/Sr. Project Manager			
Project Manager/Sr. Project Engineer/Sr. Land Surveyor/Sr. Land Planner			
Civil Engineer/Land Surveyor/Survey Manager			
Sr. Project Designer/Sr. Survey Analyst/Asst. Project Manager			
Project Engineer/Project Planner/Project Designer/Survey Analyst			
Junior Engineer/Sr. CAD Drafter/Sr. CAD Mapper			
CAD Drafter/CAD Mapper			
Project Coordinator			
Clerical			
1-Person Survey Crew			
2-Person Survey Crew			
1-Person Survey Crew (Prevailing Wage – San Diego)			
2-Person Survey Crew (Prevailing Wage – San Diego)			
Expert Witness – Trial/Testimony & Deposition			
Expert Witness – Research & Investigation			
Mileage	*		

1. Travel time shall not be charged to the District.

2. Escalation for Multi-Year Contracts:

Fees and unit prices listed in the Unit Pricing & Estimate Sheet shall be adjusted yearly according to the U.S. City Average, 12 Months Percent Change, Unadjusted, All Items Consumer Price Index for All Urban Consumers (CPI-U), for the base period 1982-84 = 100 available from the Bureau of Labor Statistics, U.S. Department of Labor ([www.bls.gov/cpi/](http://www.bls.gov/cpi/)).

The base contract fees and unit prices shall be in effect from the date this agreement was made, as shown in the first paragraph of the agreement, for one year. Following the first year, yearly adjustments for escalation of the CPI shall be made using the CPI value for the month the contract was made.

No adjustment will be made should the CPI-U be equal to or less than zero.

\* Shall be based on the current IRS standard mileage rate.

**“EXHIBIT C”**

**WORK/SERVICES AUTHORIZATION**

Addressee  
Address

**Authorization No. OUSD Cxx-xx, Dated XXXX**

For

Agreement: On-Call Civil Engineering Services	Agreement No.: OUSD CXX
Issued to:	
Project Description: Description	Location: Name of School
OUSD Project No: XXX-XXX	
DSA File No. XX-XX	DSA Application No. 04-XXXXXX

Please accept this Work/Services Authorization (W/SA) as Notice to Proceed with the following scope of services for the Project identified above.

The monetary amount of this W/SA is not to exceed \_\_\_\_\_ Dollars (\$XXX.00), and is based on the level of effort and specific services itemized in the attached Exhibit B, Unit Pricing & Estimate Sheet.

This W/SA is provided to you pursuant to Article 3 of the Agreement identified above, and the services shall be accomplished in accordance with all the terms and conditions of the Agreement and the attached Exhibit A, Scope of Services.

Oceanside Unified School District

\_\_\_\_\_  
Christopher Wright  
Associate Superintendent of Business

Attachments: Exhibit A: Scope of Work  
Exhibit B: Unit Pricing & Estimate Sheet