



DATE: October 20, 2010

TO: Honorable Mayor and City Councilmembers

FROM: Development Services Department

SUBJECT: **PROFESSIONAL SERVICES AGREEMENT WITH BUCCOLA ENGINEERING FOR THE DESIGN OF DOWNTOWN INTERSECTION IMPROVEMENTS**

SYNOPSIS

Staff recommends that the City Council approve a professional services agreement with Buccola Engineering of Oceanside in the amount of \$10,500 to prepare construction plans and specifications for reconstructing the intersections of Missouri Avenue and Nevada Street, and of Missouri Avenue and Freeman Street, and authorize the City Manager to execute the contract.

BACKGROUND

Every rainy season Public Works Department maintenance crews have to unclog half-round sections of old and rusted corrugated metal pipes that convey storm water runoff across some intersections in the downtown area. Many of these old surface drains have already been replaced with concrete cross-gutters, but other intersections remain which use the old corrugated pipes. The FY 2010-2011 CIP budget includes funds to replace the pipes with cross-gutters at four intersections.

ANALYSIS

The attached professional services agreement provides for the preparation of biddable engineering plans and specifications for two of the intersections. (A similar professional engineering service agreement has been executed with another firm for another two intersections). The four intersections together will be advertised for bid as a single public works construction contract.

The cumulative amount of other professional services agreements already executed with Buccola Engineering requires that this proposed agreement to be authorized by the City Council in accordance with the Purchasing Policy. Current cumulative purchase orders with Buccola Engineering total \$58,000.

FISCAL IMPACT

The design budget, including staff support, and administration is \$10,500. The current balance of project account (902113000212) is \$588,000 therefore sufficient funds are available.

INSURANCE REQUIREMENTS

The City's standard insurance requirements will be met.

COMMISSION OR COMMITTEE REPORT

Does not apply.

CITY ATTORNEY'S ANALYSIS

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

RECOMMENDATION

Staff recommends that the City Council approve a professional services agreement with Buccola Engineering of Oceanside in the amount of \$10,500 to prepare construction plans and specifications for reconstructing the intersections of Missouri Avenue and Nevada Street, and of Missouri Avenue and Freeman Street, and authorize the City Manager to execute the contract.

PREPARED BY:

SUBMITTED BY:

Gary Kellison
Gary Kellison
Senior Civil Engineer

Peter A. Weiss
Peter A. Weiss
City Manager

REVIEWED BY:

Michelle Skaggs Lawrence, Deputy City Manager
George Buell, Development Services Director
Scott O. Smith, City Engineer
Teri Ferro, Financial Services Director

MSL
GB
SS
TF

Attachment:
PSA with Buccola Engineering Inc.

CITY OF OCEANSIDE
PROFESSIONAL SERVICES AGREEMENT

PROJECT: Miscellaneous Downtown Intersections - 902113000212

THIS AGREEMENT, dated July 6, 2010, for identification purposes, is made and entered into by and between the CITY OF OCEANSIDE, a municipal corporation, hereinafter designated as "CITY", and Buccola Engineering Inc., hereinafter designated as "CONSULTANT."

NOW THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. **SCOPE OF WORK.** The project is more particularly described as follows:
Develop working drawings for the removal of CMP half rounds drainage pipe and the construction of new improvements in their place. Intersection of Missouri Avenue and Nevada Street, and the intersection of Missouri Avenue and Freeman Street.
2. **INDEPENDENT CONTRACTOR.** CONSULTANT'S relationship to the CITY shall be that of an independent contractor. CONSULTANT shall have no authority, express or implied, to act on behalf of the CITY as an agent, or to bind the CITY to any obligation whatsoever, unless specifically authorized in writing by the City Engineer. The CONSULTANT shall not be authorized to communicate directly with, nor in any way direct the actions of, any bidder or the construction contractor for this project without the prior written authorization by the City Engineer. CONSULTANT shall be solely responsible for the performance of any of its employees, agents, or subcontractors under this Agreement. CONSULTANT shall report to the CITY any and all employees, agents, and consultants performing work in connection with this project, and all shall be subject to the approval of the CITY.
3. **WORKERS' COMPENSATION.** Pursuant to Labor Code section 1861, the CONSULTANT hereby certifies that the CONSULTANT is aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and the CONSULTANT will comply with such provisions, and provide certification of such compliance as a part of this Agreement.

Miscellaneous Downtown Intersections - 902113000212

4. LIABILITY INSURANCE.

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

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

Comprehensive General Liability Insurance
(bodily injury and property damage)

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

Commercial General Liability Insurance
(bodily injury and property damage)

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

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

4.3 If coverage is provided through a Commercial General Liability Insurance policy, a minimum of 50% of each of the aggregate limits shall remain available at all times. If over 50% of any aggregate limit has been paid or reserved, the CITY may require additional coverage to be purchased by the CONSULTANT to restore the required limits. The CONSULTANT shall also notify the CITY'S Project Manager promptly of all losses or claims over \$25,000 resulting from work performed under this contract, or any loss or claim against the CONSULTANT resulting from any of the CONSULTANT'S work.

4.4 All insurance companies affording coverage to the CONSULTANT for the purposes of this Section shall add the City of Oceanside as "additional insured" under the designated insurance policy for all work performed under this agreement. Insurance coverage provided to the City as additional insured shall be primary insurance and other insurance maintained by the City of Oceanside, its officers, agents, and employees shall be excess only and not contributing with insurance provided pursuant to this Section.

Miscellaneous Downtown Intersections - 902113000212

- 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 All insurance companies affording coverage shall provide thirty (30) days written notice to the CITY should the policy 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 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.** CONSULTANT shall indemnify and hold harmless the CITY and its officers, agents and employees against all claims for damages to persons or property arising out of CONSULTANT'S work, including the negligent acts, errors or omissions or wrongful acts or conduct of the CONSULTANT, or its employees, agents, subcontractors, or others in connection with the execution of the work covered by this Agreement, except for those claims arising from the willful misconduct, sole negligence or active negligence of the CITY, its officers, agents, or employees.

Miscellaneous Downtown Intersections - 902113000212

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 their 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 \$ 10,500

No work shall be performed by CONSULTANT in excess of the total contract price without prior written approval of the City Engineer. CONSULTANT shall obtain approval by the City Engineer prior to performing any work that results in incidental expenses to CITY.
9. **TIMING REQUIREMENTS.** Time is of the essence in the performance of work under this Agreement and the timing requirements shall be strictly adhered to unless otherwise modified in writing. All work shall be completed in every detail to the satisfaction of the Engineer within 45 working days.
10. **ENTIRE AGREEMENT.** This Agreement comprises the entire integrated understanding between CITY and CONSULTANT concerning the work to be performed for this project and supersedes all prior negotiations, representations, or agreements.
11. **INTERPRETATION OF THE AGREEMENT.** The interpretation, validity and enforcement of the Agreement shall be governed by and construed under the laws of the State of California. The Agreement does not limit any other rights or remedies available to CITY.

Miscellaneous Downtown Intersections - 902113000212

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. **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.

BUCCOLA ENGINEERING, INC.
By: Phil Buccola
Phil Buccola

CITY OF OCEANSIDE
By: Alan Wein
City Manager

Date: 7.6.10

Date: 5-2-10

By: _____
Name/Title

APPROVED AS TO FORM:
Paul D. Hamilton, ASST.
City Attorney

Date: _____
95-3517341
Employer ID No.

NOTARY ACKNOWLEDGMENTS OF CONSULTANT MUST BE ATTACHED.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of San Diego }

On 7.6.10 before me, Michael Herder, Notary Public,
Date Here Insert Name and Title of the Officer

personally appeared Phil Buccola
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.

Signature Michael Herder
Signature of Notary Public



Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: Professional Service Agreement

Document Date: _____ Number of Pages: 5

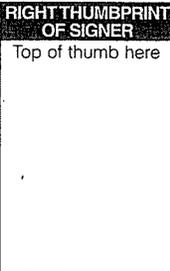
Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

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

Signer Is Representing: _____



Signer's Name: _____

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

Signer Is Representing: _____



BUCCOLA ENGINEERING, Inc.

April 26, 2010

Mr. Ron Perdue
City of Oceanside
4627 Oceanside Blvd.
Oceanside, California 92056

Dear Mr. Perdue.

Thank you for this opportunity to submit a proposal for civil engineering design and surveying services for the Intersection Improvement Project at Missouri Avenue and Nevada Street, and Missouri Avenue and Freeman Street. Our presentation is based upon your Request for Proposal dated October 14, 2009 and Addendum #1 dated November 2, 2009 and your latest email dated April 21, 2010.

Buccola Engineering, Inc. was founded in 1978 and established their office in Oceanside in 1982 and has since had the opportunity to provide professional civil engineering and land surveying services to not only the private development community in San Diego and Riverside Counties, but to the City of Oceanside, City of Laguna Niguel, City of Solana Beach and Eastern Municipal Water District. Over the past 31 years, Buccola Engineering, Inc. has completed a substantial number of projects exclusively in the City of Oceanside and has become very familiar with the procedures of the City as well as the geography within and bordering the City limits. This experience in the City has enabled Buccola Engineering, Inc. to establish an excellent relationship with the Planning, Engineering, Building and Inspection Departments. This valuable asset will enable Buccola Engineering, Inc. to provide engineering and surveying services to the City of Oceanside in an expeditious and economical manner.

Buccola Engineering Inc., has built a staff with high professional qualifications and communication skills who are disciplined to give thoughtful consideration to the organization, accuracy, detail, thoroughness and efficiency of each project. I am certain that you will not only find our team highly qualified, but also capable and motivated to provide the City of Oceanside with quality service in a cost effective and timely manner.

We have incorporated the required elements of this project in many of the plans already completed by Buccola Engineering, Inc. Designs have often included extensive grading, curbs and gutters, sidewalks, storm drain systems, retaining walls, street intersections, paving transitions, traffic signals and landscaping.

More specifically, BEI has prepared improvement plans in the past for the City of Oceanside to delete existing intersection culverts and replace them with cross gutters at seven locations in the downtown district.

These intersections include:

- Sportfisher Way at Ditmar Street
- Surfrider Way at Ditmar Street
- Surfrider Way at Nevada Street
- Windward Way at Nevada Street
- Windward Way at Freeman Street
- Windward Way at Ditmar Street
- Missouri Way at Ditmar Street

The proposed Intersection Improvement Project at Missouri Avenue and Nevada Street, and Missouri Avenue and Freeman Street is similar in design and will incorporate all of the same surveying and design elements.

Also, BEI has completed street widening and parkway enhancement projects for the City of Oceanside for Coast Highway at Mission Avenue Sidewalk Improvement Plans, Surfrider Way Street and Parkway Improvement Plans, Coast Highway at Loma Alta Creek Improvement Plans, Pacific Street at Loma Alta Creek Improvement Plans and the perpetuation and preservation of street monuments for the Street Resurfacing Project.

Buccola Engineering, Inc. is excited about this opportunity and we are eager to be of service to the City of Oceanside. Our staff is available to begin work immediately, within 24 hours of receiving your notice to proceed. Our current level of staff and workload will allow us to maintain the design schedule we have presented and we can assure you that our work will be completed in a professional manner by skilled personnel who take great pride in their work.

Very Truly Yours,



Philip D. Buccola
President

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DETAILED APPROACH TO THE PROJECT

1. RESEARCH

The project area will be thoroughly researched to acquire copies of all public records which may affect the street centerlines, right-of-ways and property lines in the design area, e.g., record maps, field notes, centerline ties and assessors maps. Record data dimensions will be calculated and utilized as an aide in the search for monumentation.

Public utility companies will be contacted to acquire the type, size and location of facilities in the design area. The City is to provide access to public improvement plans and records of City owned utilities and provide copies as requested by the Engineer.

BEI's Project Manager will visit the site to become familiar with and evaluate matters that may have an impact on the design or construction of the project. Photographs will be taken to document conditions needing special consideration.

2. PRELIMINARY MEETING

A principal of BEI will meet with the City Project Manager to acquire project documents and materials to be supplied by the City. Items to be discussed at the preliminary meeting will be limits of transitions, PCC cross gutters, sidewalks, ADA ramps and transitions of curb height. BEI will also be prepared to discuss any preliminary issues that may have surfaced as a result of our research and site review.

3. TOPOGRAPHIC SURVEY

BEI will provide a topographic field survey mapping each of the subject areas. The mapping will include cross sections of the existing cross streets at 25-foot intervals. The survey will extend a minimum of 100' in each direction from the subject intersection to provide sufficient data for smooth transitions to the existing improvements.

A detailed survey locating all features along the edges of the roadway will be prepared to provide the necessary detail for the design phase. Manholes, water valves, water meters, gas valves, power poles and other surface features will be located and incorporated into the base topography.

Vertical control will be based upon a published City benchmark. The survey data will be recorded in a field book supplied by BEI. The City Project Manager will be provided with copies of the field notes.

4. **DESIGN IMPROVEMENT PLANS**

BEI will prepare Final Intersection Improvement Plans for Missouri Avenue and Nevada Street, and Missouri Avenue and Freeman Street. The design will incorporate comments from our preliminary meeting, field topography, field survey notes and utility research.

The Final Intersection Improvement Plans will be prepared at 1" = 10' on City of Oceanside Standard Title Block format. The Improvement Plans will include full width design of the asphalt surface, new concrete cross gutters and corner aprons and will contain the following elements:

- Title sheet.
- General notes, street sections and construction details.
- Street plan and profile sheets including necessary relocation or reconstruction of existing facilities (i.e. driveways, drainage structures, wet utilities, fences and sidewalks).

5. **BID ITEM LIST**

BEI will prepare a Bid Item List based upon the Final Intersection Improvement Plans. A quantity take-off will be compiled using digitized and/or calculated measurements from the Plans as approved by the City Project Manager.

6. **SPECIFICATIONS**

BEI will prepare the Special Provisions for proposed improvements to be incorporated into the construction specifications. The Special Provisions will be keyed to each bid item and in the format of the "Green Book" and submitted to the City of Oceanside in an MSWord format.

7. **AS-BUILTS**

BEI will prepare the As-Builts for the project plans and submitted the plans to the City of Oceanside for approval.

DETAILED FEE ESTIMATE

Buccola Engineering, Inc. proposes to prepare the Intersection Improvement Plans at Missouri Avenue and Nevada Street, and Missouri Avenue and Freeman Street on a Fixed Fee, Lump Sum basis of \$10,550.

<u>DESIGN TASK</u>	<u>Hours</u>	<u>Rate</u>		<u>TOTALS</u>
1. Research	6	\$100		\$600
2. Preliminary Meeting	1	\$100		\$100
3. Topographic Survey				\$2,350
Office	6	\$100	\$600	
Field	10	\$175	\$1,750	
4. Design Documents	54	\$100		\$5,400
5. Bid Item List	6	\$100		\$600
6. Specifications	8	\$100		\$800
7. As-Builts	6	\$100		\$600
TOTAL PROPOSED SERVICES				\$10,550

PROPOSED DESIGN SCHEDULE

BEI proposes to begin work immediately upon receipt of a signed Personnel Services Agreement and agrees to complete work no later than 45 days from that date. A progress report will be prepared on a bi-weekly basis outlining work completed to date. BEI is confident that with a bi-weekly report and ongoing communications with the City Project Manager, the project will be completed in the required time frame.

2010 SCHEDULE OF RATES

PROFESSIONAL FEES:

Office	\$100/hour
Field (2-man crew)	\$175/hour

OTHER FEES AND EXPENSES:

Drawing Reproductions	Included in Fee
Blueprint Reproductions	Included in Fee
Delivery/Messenger Service	Included in Fee

INVOICING

Invoices will be submitted on a monthly basis for work completed the previous month, and are payable upon receipt.

PROFESSIONAL SERVICES AGREEMENT

Buccola Engineering, Inc. has reviewed the Professional Services Agreement provided by the City of Oceanside and agrees to execute said agreement. A copy is included in Appendix V.

LIMITS OF INSURANCE

Buccola Engineering, Inc. currently holds insurance policies with the following limits:

- Professional Errors and/or Omissions \$1,000,000
- General Liability \$2,000,000
- Auto Liability \$1,000,000
- Works Compensation \$1,000,000

Insurance Agent: Franco Ganino
Robert F. Driver Company
1620 Fifth Avenue
San Diego, CA 92101-2797
(619) 238-1828

