



DATE: November 1, 2006

TO: Honorable Mayor and City Councilmembers

FROM: Neighborhood Services Department

SUBJECT: **APPROVAL OF PROFESSIONAL SERVICES AGREEMENT WITH CORNERSTONE BUILDING GROUP FOR THE INSTALLATION OF SYNTHETIC TURF IN PARKWAY AREAS IN THE LIBBY LAKE NEIGHBORHOOD AS PART OF THE OCEANSIDE SUN 2006 PROJECT**

SYNOPSIS

Staff recommends that the City Council approve the professional services agreement with Cornerstone Building Group in an amount not to exceed \$98,088 for the installation of synthetic turf in parkway areas in the Libby Lake Neighborhood as part of the Oceanside SUN 2006 project and authorize the City Manager to execute the agreement.

BACKGROUND

This year's Oceanside SUN (Supporting Urban Neighborhoods) Project is focused in the Libby Lake neighborhood. The project involves properties along Calle Montecito and Calle Estrella. This is the 5th year of this annual community improvement project. Elements of this year's project include housing painting, new fencing, trash and debris removal, new garage doors and parkway enhancements. While a majority of the project is completed on the day of the event, improvements to the parkway areas occur shortly after the event as a final element to completing the project.

ANALYSIS

This year's SUN project will include the installation of synthetic turf in the parkway areas along Calle Montecito and Calle Estrella. Parkways are small linear landscape areas between the curb and sidewalk. The idea of using artificial turf as an alternative to hardscaping has been presented to neighborhood residents who expressed strong support for the material. Low maintenance and water conservation were also factors in selecting this material. This project may also serve as a model for other possible landscaping projects throughout the city wherein maintenance and water conservation are issues.

Three bids were received from area companies specializing in the installation of synthetic turf. The bid amounts are as follows:

<u>Company Name:</u>	<u>Bid Amount:</u>
Easy Turf	\$166,400
SoCal Synthetic Turf	\$113,628
Cornerstone Building	\$ 98,088

Cornerstone Building Group has been selected as the lowest reasonable bidder. This company has extensive experience in the installation of durable synthetic turf for residential, commercial and athletic field applications.

FISCAL IMPACT

CDBG funds have been appropriated for parkway improvements for the SUN Project program. There is no impact to the General Fund.

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 the professional services agreement with Cornerstone Building Group in an amount not to exceed \$98,088 for the installation of synthetic turf in parkway areas in the Libby Lake Neighborhood as part of the Oceanside SUN 2006 project and authorize the City Manager to execute the agreement.

PREPARED BY:



Margery M. Pierce
Neighborhood Services Director

SUBMITTED BY:



Barry E. Martin
Interim City Manager

REVIEWED BY:

Michelle Skaggs Lawrence, Assistant to the City Manager

Mike Blessing, Deputy City Manager / Community Development





ATTACHMENT: Professional Services Agreement

CITY OF OCEANSIDE

PROFESSIONAL SERVICES AGREEMENT

PROJECT: OCEANSIDE SUN 2006 PARKWAY SYNTHETIC TURF INSTALLATION

THIS AGREEMENT is made and entered into this 18th day of September, 2006, by and between the CITY OF OCEANSIDE, a municipal corporation, hereinafter designated as "CITY", and CORNERSTONE BUILDING GROUP, hereinafter designated as "CONTRACTOR."

NOW THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

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

Installation of synthetic turf, 2-inch crushed rock base, and pressure-treated wood perimeter attachment system in the parkway areas along both sides of Calle Montecito and Calle Estrella for the Oceanside SUN 2006 Project as defined by Attachment "A" to this Agreement.

2. **INDEPENDENT CONTRACTOR.** CONTRACTOR'S relationship to the CITY shall be that of an independent contractor. CONTRACTOR 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 CONTRACTOR 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. CONTRACTOR shall be solely responsible for the performance of any of its employees, agents, or subcontractors under this Agreement. CONTRACTOR shall report to the CITY any and all employees, agents, and CONTRACTORS 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 CONTRACTOR hereby certifies that the CONTRACTOR 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 CONTRACTOR will comply with such provisions, and provide certification of such compliance as a part of this Agreement.

OCEANSIDE SUN 2006 PARKWAY SYNTHETIC TURF INSTALLATION

4. LIABILITY INSURANCE.

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

4.2 CONTRACTOR 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
---------------------------------------	--------------

*General aggregate per year, or part thereof, with respect to losses or other acts or omissions of CONTRACTOR 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 CONTRACTOR to restore the required limits. The CONTRACTOR 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 CONTRACTOR resulting from any of the CONTRACTOR'S work.

4.4 All insurance companies affording coverage to the CONTRACTOR 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

OCEANSIDE SUN 2006 PARKWAY SYNTHETIC TURF INSTALLATION

pursuant to this Section.

- 4.5 All insurance companies affording coverage to the CONTRACTOR 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 CONTRACTOR shall provide evidence of compliance with the insurance requirements listed above by providing a Certificate of Insurance, in a form satisfactory to the City Attorney, concurrently with the submittal of this Agreement.
- 4.8 CONTRACTOR shall provide a substitute Certificate of Insurance no later than thirty (30) days prior to the policy expiration date. Failure by the CONTRACTOR to provide such a substitution and extend the policy expiration date shall be considered a default by CONTRACTOR and may subject the CONTRACTOR to a suspension or termination of work under the Agreement.
- 4.9 Maintenance of insurance by the CONTRACTOR as specified in this Agreement shall in no way be interpreted as relieving the CONTRACTOR of any responsibility whatsoever and the CONTRACTOR 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 CONTRACTOR 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).

CONTRACTOR shall provide evidence of compliance with these insurance requirements by providing a Certificate of Insurance.

6. **CONTRACTOR'S INDEMNIFICATION OF CITY.** CONTRACTOR 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 the conduct, negligent acts, errors or omissions or wrongful acts of conduct of the CONTRACTOR, 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

OCEANSIDE SUN 2006 PARKWAY SYNTHETIC TURF INSTALLATION

CITY, its officers, agents, or employees. CONTRACTOR'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, CONTRACTOR 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 resulting or arising from the conduct, tortious acts or omissions of the CONTRACTOR.

CONTRACTOR'S indemnification of CITY shall not be limited by any prior or subsequent declaration by the CONTRACTOR.

7. **COMPENSATION.** CONTRACTOR'S compensation for all work performed in accordance with this Agreement, shall not exceed the total contract price of **\$98,088.00**
8. No work shall be performed by CONTRACTOR in excess of the total contract price without prior written approval of the City Engineer. CONTRACTOR shall obtain approval by the City Engineer prior to performing any work, which results in incidental expenses to CITY.
8. **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 City Engineer within 90 days.
9. **ENTIRE AGREEMENT.** This Agreement comprises the entire integrated understanding between CITY and CONTRACTOR concerning the work to be performed for this project and supersedes all prior negotiations, representations, or agreements.
10. **INTERPRETATION OF THE AGREEMENT.** The interpretation, validity and enforcement of the Agreement shall be governed by and construed under the laws of the State of California. The Agreement does not limit any other rights or remedies available to CITY.

The CONTRACTOR 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.

OCEANSIDE SUN 2006 PARKWAY SYNTHETIC TURF INSTALLATION

11. **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.
12. **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 CONTRACTOR 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 this 18th day of September 2006.

CORNESTONE BUILDING GROUP

CITY OF OCEANSIDE

By: _____
Barry Martin, Interim City Manager

By:  _____
Name/Title Michael A. Najera
President

35-2168524
Employer ID No.

APPROVED AS TO FORM:
 _____
City Attorney

NOTARY ACKNOWLEDGMENTS OF CONTRACTOR MUST BE ATTACHED.

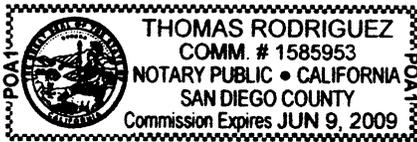
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California }
County of San Diego } ss.

On September 18, 2006 before me, Thomas Rodriguez, Notary Public,
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")
personally appeared Michael A. Najera,
Name(s) of Signer(s)

personally known to me
 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.



WITNESS my hand and official seal.

[Handwritten Signature]
Signature of Notary Public

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: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer

Signer's Name: _____

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

Signer Is Representing: _____

