

*STAFF REPORT**CITY OF OCEANSIDE*

---

DATE: December 8, 2010

TO: Honorable Mayor and City Councilmembers

FROM: Development Services Department

SUBJECT: **AWARD OF CONTRACT FOR THE OCEANSIDE BOULEVARD SLOPE IMPROVEMENT PROJECT**

**SYNOPSIS**

Staff recommends that the City Council award a contract in the amount of \$135,286 to RMS General Engineering, Inc., of Corona, for the Oceanside Boulevard Slope Improvement Project, and authorize the City Manager to execute the agreement upon receipt of all supporting documents.

**BACKGROUND**

On September 8, 2010, the City Council approved a Memorandum of Understanding (MOU) with the Oceanside Unified School District (OUSD) (Attachment A) defining each party's responsibility for the construction and maintenance of the Oceanside Boulevard Slope Improvement project; approved the plans and specifications for the Oceanside Boulevard Slope Improvement project, located at the southeast intersection of El Camino Real and Oceanside Boulevard; appropriated \$120,000 from TransNet funds, and authorized the City Engineer to call for bids.

On October 26, 2010, bids were publicly opened. Seventeen bids were received and are summarized in Attachment B. The lowest responsible bidder is RMS General Engineering, Inc., of Corona with a bid of \$135,286. The company's credentials have been researched and found to meet City requirements. The contract documents are on file in the Capital Improvements Section of the Development Services Department.

**ANALYSIS**

A non-vegetated slope located east of El Camino Real and south of Oceanside Boulevard has become an erosion nuisance. The slope includes areas within the Oceanside Boulevard right-of-way, and City and OUSD property (Attachment C).

The sediment buildup on the adjacent sidewalk due to slope erosion limits pedestrian access and creates additional maintenance for City crews. Given that the sidewalk is adjacent to Ocean Shores High School, the mitigative measures proposed for this

project will provide an improved sidewalk path for the local students and other pedestrians.

The project will grade the existing steep slope to a lesser incline, install an irrigation system, and provide drought-tolerant landscaping. The combination of these activities will mitigate erosion, enhance slope aesthetics, and reduce maintenance of sidewalk. As part of the grading work, existing utility lines and appurtenances will be relocated.

Construction is scheduled to begin in January and will finish in spring 2010.

**FISCAL IMPACT**

The funding source is TransNet and the approximate balance in the FY 2010-11 Capital Improvement Program (CIP) account for the Oceanside Boulevard Slope Improvement project (902522600212) is \$180,000. The construction contract of \$135,286 with RMS General Engineering, Inc., plus management, construction staking, geotechnical observation and testing, inspection, administration, and contingency will result in a total construction project cost of \$179,829. Therefore, sufficient funds are available to complete this project.

Construction-phase project costs are budgeted as follows:

**Construction Costs**

Bid Award Amount	\$135,286
Construction Change Order Contingency	\$ 14,000
Construction Staking	\$ 4,543
Geotechnical Observation and Testing	\$ 10,000
<u>City Inspection and Administration</u>	<u>\$ 16,000</u>
<b>Total</b>	<b>\$179,829</b>

**INSURANCE REQUIREMENTS**

The City's standard insurance requirements will be met.

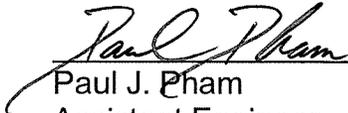
**CITY ATTORNEY'S ANALYSIS**

The bid documents were previously reviewed by the City Attorney and approved as to form. The contract must be awarded to the lowest responsible bidder. The Public Contract Code defines "responsible bidder" as a bidder who has demonstrated the attributes of trustworthiness as well as quality, fitness, capacity and experience to satisfactorily perform a public works contract. The City Council also has the discretion to reject all bids and re-advertise.

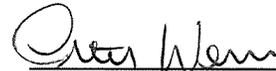
**RECOMMENDATION**

Staff recommends that the City Council award a contract in the amount of \$135,286 to RMS General Engineering, Inc., of Corona, for the Oceanside Boulevard Slope Improvement Project, and authorize the City Manager to execute the agreement upon receipt of all supporting documents.

PREPARED BY:

  
\_\_\_\_\_  
Paul J. Pham  
Assistant Engineer

SUBMITTED BY:

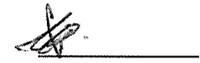
  
\_\_\_\_\_  
Peter A. Weiss  
City Manager

REVIEWED BY:

Michelle Skaggs Lawrence, Deputy City Manager

  
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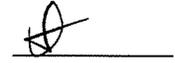
George Buell, Development Services Director

  
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Scott O. Smith, City Engineer

  
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Teri Ferro, Financial Services Director

  
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Attachment A \_ MOU  
Attachment B – Bid Results  
Attachment C – Project Area

MEMORANDUM OF UNDERSTANDING  
BETWEEN THE OCEANSIDE UNIFIED SCHOOL DISTRICT  
AND THE CITY OF OCEANSIDE, CALIFORNIA CONCERNING THE  
CONSTRUCTION COSTS AND THE MAINTENANCE PLAN FOR THE  
OCEANSIDE BOULEVARD SLOPE IMPROVEMENT PROJECT

This Memorandum of Understanding (MOU) is made and entered into this 8<sup>th</sup> day of September, 2010, ("Effective Date") by and between the Oceanside Unified School District ("DISTRICT") and the City of Oceanside, California ("CITY"),

RECITALS

WHEREAS, CITY proposes to improve approximately 13,000 square feet of natural slope situated in the City of Oceanside, County of San Diego, State of California, located at the southeast intersection of Oceanside Boulevard and El Camino Real, Oceanside, California;

WHEREAS, the proposed project is located on two legal parcels of real property, one of which is owned by DISTRICT and the other of which is owned by CITY; and

WHEREAS, DISTRICT and CITY wish to set forth the terms of an agreement regarding financial commitments pertaining to project construction (including landscape and irrigation system development), and subsequent ongoing landscape and irrigation maintenance for the slope improvement project.

NOW THEREFORE, IN CONSIDERATION of the mutual promises set forth herein, the Parties agree as follows:

1. Construction

- 1.1 CITY shall pay the total project construction cost.
- 1.2 Contingent on the availability of funding, the CITY agrees to engage the services of a contractor for the grading of the slope, irrigation system development, and landscaping.
- 1.3 CITY shall be responsible for administration and management of the project during construction.
- 1.4 CITY and DISTRICT agree to allow reasonable access to the project site during the course of construction, as necessary for completion of the project.

## 2. Maintenance Services

- 2.1. The DISTRICT agrees to provide landscaping and irrigation services and maintenance at the project site.
- 2.2. The DISTRICT shall pay for all costs necessary to maintain landscaping and irrigation service at the project site.
- 2.3. CITY and DISTRICT agree to allow reasonable access to the project site as necessary for the performance of landscape maintenance services.
- 2.4. CITY and DISTRICT agree to allow reasonable access to the project site as necessary for maintenance of the irrigation system.
- 2.5. The Parties understand and agree that maintenance procedures may from time to time require revision to accommodate new equipment or to provide better service.
- 2.6. The geographical limits of the responsibilities set forth in this Section will be the entire project site as indicated in Exhibit "A."

## 3. Tort Liability

Nothing in this MOU is intended to waive any immunities and/or rights provided to the parties pursuant to Division 3.6 of the California Government Code Section 800 et seq., or any other immunities or rights provided by law.

## 4. Term

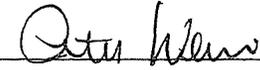
After completion of the project, the maintenance obligations under this MOU are intended to remain in perpetuity, unless terminated earlier by mutual agreement of the parties. In the event the project is not commenced by August 2011, then the terms of this MOU shall be null and void.

IN WITNESS WHEREOF, the parties hereto have caused this Memorandum of Understanding to be executed by and through their respective officers' thereunto duly authorized on the date written below their signature.

Oceanside Unified School District

City of Oceanside, California

By: 

By: 

Dr. Robyn Phillips  
Sr. Associate Superintendent

Peter Weiss  
City Manager

Date: 6-23-10

Date: 9-8-10

APPROVED AS TO FORM:

APPROVED AS TO FORM:

By:   
General Counsel

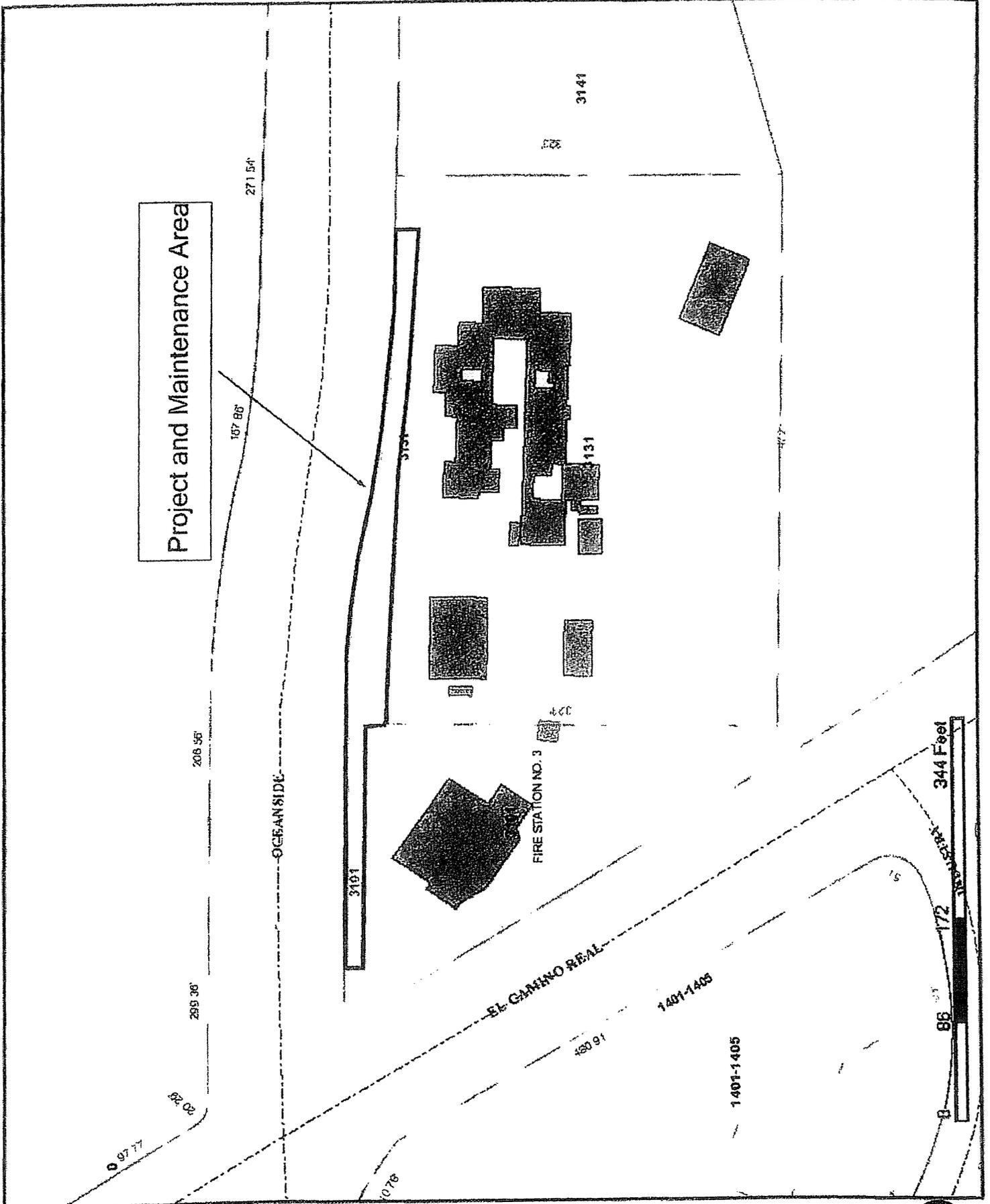
By:   
City Attorney



**Attachment B – Bid Results**

1)	RMS General Engineering, Inc.	\$135,286
2)	Heartland Grading, Inc	\$141,545
3)	Atlas Development	\$162,948
4)	New Century Construction, Inc.	\$164,726
5)	Templeton Engineering, Inc.	\$165,506
6)	Blue Pacific Engineering and Construction	\$166,614
7)	RSB Group, Inc.	\$167,260
8)	Tri-Group Construction	\$172,020
9)	Excavating Engineering, Inc.	\$172,221
10)	Post Earthworks Constructors, Inc.	\$177,588
11)	Interwest Pacific, Ltd.	\$179,631
12)	Sierra Pacific West, Inc.	\$190,719
13)	Badii Enterprises, Inc	\$193,028
14)	C.W. Doherty	\$200,053
15)	MJC Construction	\$200,280
16)	TED Enterprises	\$214,164
17)	C.E. Wilson Corporation	\$258,902

# ATTACHMENT-C: PROJECT AREA



-SOURCE: MERRICK 2006 ORTHOPHOTO AND CONTOURS  
 -THIS MAP PREPARED SOLELY FOR ILLUSTRATION PURPOSE  
 AND IS NOT TO BE RELIED UPON FOR ENGINEERING DRAWINGS.  
 -SOME INFORMATION MAY NOT BE ACCURATE.