

STAFF REPORT



ITEM NO. **10**

CITY OF OCEANSIDE

DATE: June 21, 2006

TO: Honorable Mayor and City Councilmembers

FROM: Public Works Department

SUBJECT: **APPROVAL OF A PROFESSIONAL SERVICES AGREEMENT WITH BUCCOLA ENGINEERING, INC., FOR ON-CALL SURVEY SERVICES**

SYNOPSIS

Staff recommends that the City Council approve a Professional Services Agreement with Buccola Engineering, Inc., of Oceanside in an amount not to exceed \$100,000 and not to exceed one year for on-call survey services in the Public Works Department during FY 2006-07, and authorize the City Manager to execute the agreement.

BACKGROUND

The Public Works Department currently contracts on a per project basis for survey services. The primary need of these services is to support the design and/or construction of Capital Improvement Projects. Providing on-call survey services will reduce staff time to procure these services and expedite the completion of Capital Improvement Projects. Larger projects will continue to have survey service included in the scope of work for the contractor or provided under separate contract through the City.

ANALYSIS

Staff sent requests for proposals to eight local firms that provide survey services. Five firms submitted proposals. Staff considered billing rates for travel, mileage, field crew (two man), office calculations, report preparation, and management when evaluating the five proposals. The cost of field crews is the most significant portion of the total cost. Right of Way Engineering at \$155 per hour and Buccola Engineering at \$165 per hour were the least expensive field crews. However, Right of Way Engineering also charged survey crew travel time at \$125 per hour while Buccola showed no charges for travel time.

Staff considered the above costs and previous billings to the City for FY 2006 in selecting Buccola Engineering, Inc., because of their demonstrated comprehension of the survey requirements for on-call survey services. A copy of the Consultant Rating Form is attached.

FISCAL IMPACT

The cost of the survey services will be paid from each project's business account unit.

INSURANCE REQUIREMENTS

The City's standard insurance requirements will be provided.

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, Inc. of Oceanside in an amount not to exceed \$100,000 and not to exceed one year for on-call survey services in the Public Works Department during FY 2006-07, and authorize the City Manager to execute the agreement.

PREPARED BY:



Robert H. Reinen
Associate Engineer

SUBMITTED BY:

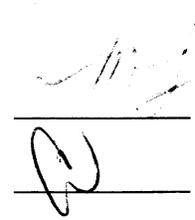


Barry E. Martin
Interim City Manager

REVIEWED BY:

Michelle Skaggs Lawrence, Assistant to the City Manager

Peter Weiss, Public Works Director



CONSULTANT PROPOSAL RATING FORM

City of Oceanside

Date: MAY 16, 2006

Project Name: ON-CALL SURVEY SERVICES

Project No.:

ITEMS	POINTS	BUCCOLA ENGR \$4,000	CORNERSTONE \$0	MERIT CIVIL ENGR \$17,000	RBF CONSULTING \$208,000	RIGHT-OF-WAY \$158,000
Current City Billings						
I. PROJECT UNDERSTANDING & APPROACH	25	62	60	61	65	64
II. QUALIFICATIONS OF FIRM, MEMBERS COMPETENCY	25	60	51	58	63	62
III. PERFORMANCE OF SIMILAR WORK:						
A. Comparable work in local area	5	15	13	11	15	15
B. Proposal by Oceanside firm	6	18	18	0	0	18
C. Proposal includes local consultant	4	12	12	2	2	12
D. Firm's abilities/commitment-Oceanside firm	5	15	13	12	15	15
IV. ABILITY TO PROVIDE SERVICES	10	26	16	22	26	26
V. QUALITY OF PROPOSAL:						
A. Address all objectives in RFP	5	11	6	11	12	12
B. Provide amplifying information	5	12	12	11	13	12
VI. WORK PERFORMED FOR OCEANSIDE:						
A. No work in past 12 months	10*	30	30	30	0	8
Work in past 12 months – Deductions based on contract amount						
VII. TOTAL POINTS	100	261	231	218	211	244

RANKING:

1. BUCCOLA ENGINEERS
2. RIGHT OF WAY
3. CORNERSTONE ENGINEERING
4. MERIT CIVIL ENGINEERS
5. RBF CONSULTANTS

EVALUATORS:

Robert Reinen, Associate Engineer
 Hans Koger, Associate Engineer
 Paul Pace, Trans Opns Supv

RATED BY:

NAME: **SUMMARY RATING**
 TITLE:
 DATE: **MAY 18, 2006**

* <\$25K 0 pts deducted
 <\$ 50K 2 pts deducted
 <\$100K 4 pts deducted
 <\$150K 6 pts deducted
 <\$200K 8 pts deducted
 >\$200K 10 pts deducted

CITY OF OCEANSIDE

PROFESSIONAL SERVICES AGREEMENT

PROJECT: ON-CALL SURVEY SERVICES (FY 2006-07)

THIS AGREEMENT is made and entered into this ____ day of _____, 2006, 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:

Provide the following on-call survey services:

- Construction staking for rough and finish grading
- Setting temporary benchmarks (horizontal & vertical control) for capital projects
- "As-Built" surveying for certain capital projects,
- Boundary surveys and/or legal descriptions of City owned property.
- Setting or confirming City benchmarks,
- Title research, preparing plats and legal descriptions for property acquisitions & vacations
- Other routine services as may be necessary

The survey services will be for routine needs with the costs up to \$10,000. The maximum annual value of the survey effort is \$100,000

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.

On-Call Survey Services (FY 2006-07)

3. **WORKERS' COMPENSATION.** Pursuant to Labor Code section 1861, the CONSULTANT hereby certifies that the CONSULTANT is aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and the CONSULTANT will comply with such provisions, and provide certification of such compliance as a part of this Agreement.

4. **LIABILITY INSURANCE.**

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.

On-Call Survey Services (FY 2006-07)

- 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.
- 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, 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.

On-Call Survey Services (FY 2006-07)

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 the conduct, negligent acts, errors or omissions or wrongful acts of 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. 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 resulting or arising from the conduct, tortuous 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. **COMPENSATION.** CONSULTANT'S compensation for all work performed in accordance with this Agreement, shall not exceed \$10,000 per work order and the total contract price of \$100,000.

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, 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. It is anticipated that this contract will expire at one calendar year from the Notice to Proceed unless otherwise extended in writing.
9. **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.
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.

On-Call Survey Services (FY 2006-07)

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.

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 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 this _____ day of _____, 2006.

BUCCOLA ENGINEERING, INC,

CITY OF OCEANSIDE

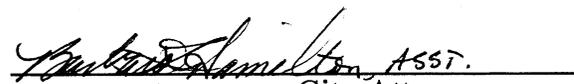
By: 
Philip D. Buccola, President

By: _____

By: 
Merle L. Walker, Secretary

APPROVED AS TO FORM:

95-3517341
Employer ID No.

 ASSIST.
City Attorney

NOTARY ACKNOWLEDGMENTS OF CONSULTANT MUST BE ATTACHED.

On-Call Survey Services (FY 2006-07)

STATE OF CALIFORNIA
COUNTY OF SAN DIEGO

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} SS.
}

On May 31, 2006 before me Michael Herder

Personally appeared Philip D. Buccola and Merle L. Walker

Personally known to me or 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.

Michael Herder
Signature of Notary

CAPACITY CLAIMED BY SIGNER

- INDIVIDUAL(S)
- CORPORATE OFFICER(S)
President and Secretary
Title(s)
- PARTNER(S)
- ATTORNEY-IN-FACT
- TRUSTEE(S)
- SUBSCRIBING WITNESS
- GUARDIAN/CONSERVATOR
- OTHER: _____

SIGNER IS REPRESENTING:

Name of Person(s) or entity(ies)

Buccola Engineering, Inc.

ATTENTION NOTARY: Although the information requested below is OPTIONAL, it could prevent fraudulent attachment of this certificate to unauthorized document.

THIS CERTIFICATE
MUST BE ATTACHED
TO THE DOCUMENT
DESCRIBED AT RIGHT

Title or Type of Document Professional Services Agreement
Number of Pages 6 Date of Document _____
Signer(s) Other Than Named Above _____