



DATE: June 1, 2011

TO: Honorable Mayor and City Councilmembers

FROM: Development Services Department

SUBJECT: **PROFESSIONAL SERVICES AGREEMENT FOR THE HYDROLOGY, HYDRAULIC, AND DESIGN FEASIBILITY STUDY FOR THE STORMDRAIN SYSTEM IMPROVEMENT PROJECT AT COLLEGE BOULEVARD AND MARVIN STREET**

**SYNOPSIS**

Staff recommends that the City Council approve a professional services agreement with Buccola Engineering, Inc., of Oceanside in the amount of \$22,200 for the preparation of a hydrology, hydraulic, and design feasibility study for the Stormdrain System Improvement Project at College Boulevard and Marvin Street, and authorize the City Manager to execute the agreement.

**BACKGROUND**

There is an existing stormdrain system located at College Boulevard and Marvin Street that experienced a backup of collected water in the system during a past heavy rainfall event. This backup in the stormdrain system resulted in street ponding of stormwater on the southwest corner area of the street intersection (Exhibit A). This stormdrain system receives stormwater flows from different watershed areas and conveys the flows to a drainage basin located approximately one mile west of the intersection.

On March 10, 2011, a request for proposals was issued to four engineering firms to perform the hydrology, hydraulic, and design feasibility studies for the project. The engineering firms were:

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<b>COMPANY</b>	<b>CITY</b>	<b>BID AMOUNT</b>
Buccola Engineering, Inc.	Oceanside	\$22,200
Project Design Consultants	San Diego	\$21,700
Taylor Group, Inc.	Oceanside	Declined to Propose
Psomas	San Diego	Declined to Propose

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Of the four firms that were invited, only two were responsive by providing proposals for the project. The proposals were reviewed by staff, and Buccola Engineering, Inc., of Oceanside, was determined to be most qualified for the project based on technical expertise, previous comparable work, and familiarity with the area's stormdrain system.

### **ANALYSIS**

This project requires the investigative analysis of the existing stormdrain system through the preparation of a hydrology study and hydraulic study. A design feasibility study will be prepared with information obtained from the two studies. After the hydrology, hydraulic, and design feasibility studies are conducted and reviewed by City staff, a determination of providing improvements to the existing stormdrain system will be made.

Pursuant to the City's Purchase Policy, single or cumulative expenditures exceeding \$50,000 require City Council approval. Currently, the cumulative purchase orders with Buccola Engineering, Inc. exceed \$50,000. Therefore, the proposed PSA requires City Council approval.

### **FISCAL IMPACT**

The funding source is Fund 531 Buena Vista Creek DD, and the approximate balance in the FY 2010-11 CIP Stormdrain System Improvement at College Boulevard and Marvin Street project account (905117600531.5703) is \$229,692. 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.

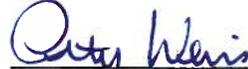
**RECOMMENDATION**

Staff recommends that the City Council approve a professional services agreement with Buccola Engineering, Inc., of Oceanside in the amount of \$22,200 for the preparation of a hydrology, hydraulic, and design feasibility study for the Stormdrain System Improvement Project at College Boulevard and Marvin Street, and authorize the City Manager to execute the agreement.

PREPARED BY:

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

SUBMITTED BY:

  
\_\_\_\_\_  
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

  
\_\_\_\_\_  
  
\_\_\_\_\_  
  
\_\_\_\_\_  
  
\_\_\_\_\_

Attachment A – Site Map  
Attachment B – Professional Services Agreement

# CONSULTANT PROPOSAL - RATING FORM

Name of Firm(s): PDC, Buccola Engineering, Inc.  
 Project/Service: College and Marvin Stormdrain Project

Date: 4/6/2011  
 Project/Acct. No.: 905117600531

ITEM	POINTS	CONSULTANT	
		PDC	Buccola
<b>I. QUALIFICATIONS OF FIRM AND MEMBERS:</b>	30	30	30
A. Specialized expertise of members			
B. Adequacy of staff and resources.			
<b>II. PERFORMANCE OF WORK SIMILAR IN CHARACTER:</b>	20	15	20
A. Comparable work (local area preferred).			
B. Proposal submitted by Oceanside firm.			
C. Proposal included an Oceanside firm as part of a consulting team.			
D. Additional points based on abilities, qualifications, and commitment of Oceanside firm.			
<b>III. ABILITY TO PROVIDE SERVICES:</b>	10	8	9
A. Ability to complete job on time.			
<b>IV. QUALITY OF PROPOSAL:</b>	20	20	19
A. Satisfactorily address all objectives.			
B. Provide additional amplifying information.			
C. Presentation, clarity, neatness.			
<b>V. WORK PERFORMANCE FOR THE CITY:</b>	10	6	8
A. No work in past 12 months.			
B. Work in past 12 months - ** Deductions based on contract, see below			
<b>VI. PRICE:</b>	10	10	9
A. Overall cost.			
<b>TOTALS:</b>	100	89	95
	0	0	0

Rated By: \_\_\_\_\_ Name: Fred Tafayhede  
 Title: ASSOC. ENG  
 Date: 4/12/11

Ranking: 89  
 1 PDC  
 2 Buccola 95  
 3 \_\_\_\_\_  
 4 \_\_\_\_\_  
 5 \_\_\_\_\_

**\*\* Deductions:** Contract Amount <\$25,000 = 0 points; <\$50,000 = -2 points; <\$100,000 = -4 points; <\$150,000 = -6 points; <\$200,000 = -8 points

# CONSULTANT PROPOSAL - RATING FORM

Name of Firm(s): PDC, Buccola Engineering, Inc.

Date: 4/6/2011

Project/Service: College and Marvin Stormdrain Project

Project/Acct. No.: 905117600531

ITEM	POINTS	CONSULTANT	
		PDC	Buccola
<b>I. QUALIFICATIONS OF FIRM AND MEMBERS:</b>	30		
A. Specialized expertise of members		15	15
B. Adequacy of staff and resources.		15	15
<b>II. PERFORMANCE OF WORK SIMILAR IN CHARACTER:</b>	20		
A. Comparable work (local area preferred).		10.5	10.5
B. Proposal submitted by Oceanside firm.		0	5
C. Proposal included an Oceanside firm as part of a consulting team.		0	5
D. Additional points based on abilities, qualifications, and commitment of Oceanside firm.		0	5
<b>III. ABILITY TO PROVIDE SERVICES:</b>	10		
A. Ability to complete job on time.		10	10
<b>IV. QUALITY OF PROPOSAL:</b>	20		
A. Satisfactorily address all objectives.		17	27
B. Provide additional amplifying information.			
C. Presentation, clarity, neatness.			
<b>V. WORK PERFORMANCE FOR THE CITY:</b>	10		
A. No work in past 12 months.		.6	8
B. Work in past 12 months - ** Deductions based on contract, see below			
<b>VI. PRICE:</b>	10		
A. Overall cost.		10	10
<b>TOTALS:</b>	100	78	95
		0	0

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

1 PDC 78

2 Buccola 95

3 \_\_\_\_\_

4 \_\_\_\_\_

5 \_\_\_\_\_

Name: Justin A. ...

Title: PREV. MANAGER

Date: 4/11/11

**\*\* Deductions:** Contract Amount <\$25,000 = 0 points; <\$50,000 = -2 points; <\$100,000 = -4 points; <\$150,000 = -6 points; <\$200,000 = -8 points

# CONSULTANT PROPOSAL - RATING FORM

Name of Firm(s): PDC, Buccola Engineering, Inc.  
 Project/Service: College and Marvin Stormdrain Project

Date: 4/6/2011  
 Project/Acct. No.: 905117600531

ITEM	POINTS	CONSULTANT	
		PDC	Buccola
<b>I. QUALIFICATIONS OF FIRM AND MEMBERS:</b>	30		
A. Specialized expertise of members		15	12
B. Adequacy of staff and resources.		15	12
<b>II. PERFORMANCE OF WORK SIMILAR IN CHARACTER:</b>	20		
A. Comparable work (local area preferred).		5	5
B. Proposal submitted by Oceanside firm.		0	5
C. Proposal included an Oceanside firm as part of a consulting team.		0	0
D. Additional points based on abilities, qualifications, and commitment of Oceanside firm.		0	5
<b>III. ABILITY TO PROVIDE SERVICES:</b>	10		
A. Ability to complete job on time.		10	8
<b>IV. QUALITY OF PROPOSAL:</b>	20		
A. Satisfactorily address all objectives.		7	7
B. Provide additional amplifying information.		7	5
C. Presentation, clarity, neatness.		6	5
<b>V. WORK PERFORMANCE FOR THE CITY:</b>	10		
A. No work in past 12 months.			
B. Work in past 12 months - ** Deductions based on contract, see below		6	8
<b>VI. PRICE:</b>	10		
A. Overall cost.		10	9
<b>TOTALS:</b>	100	<del>76</del>	<del>81</del>

Rated By: \_\_\_\_\_  
 Name: PAUL PHAM  
 Title: Asst. Engineer  
 Date: 4/12/11

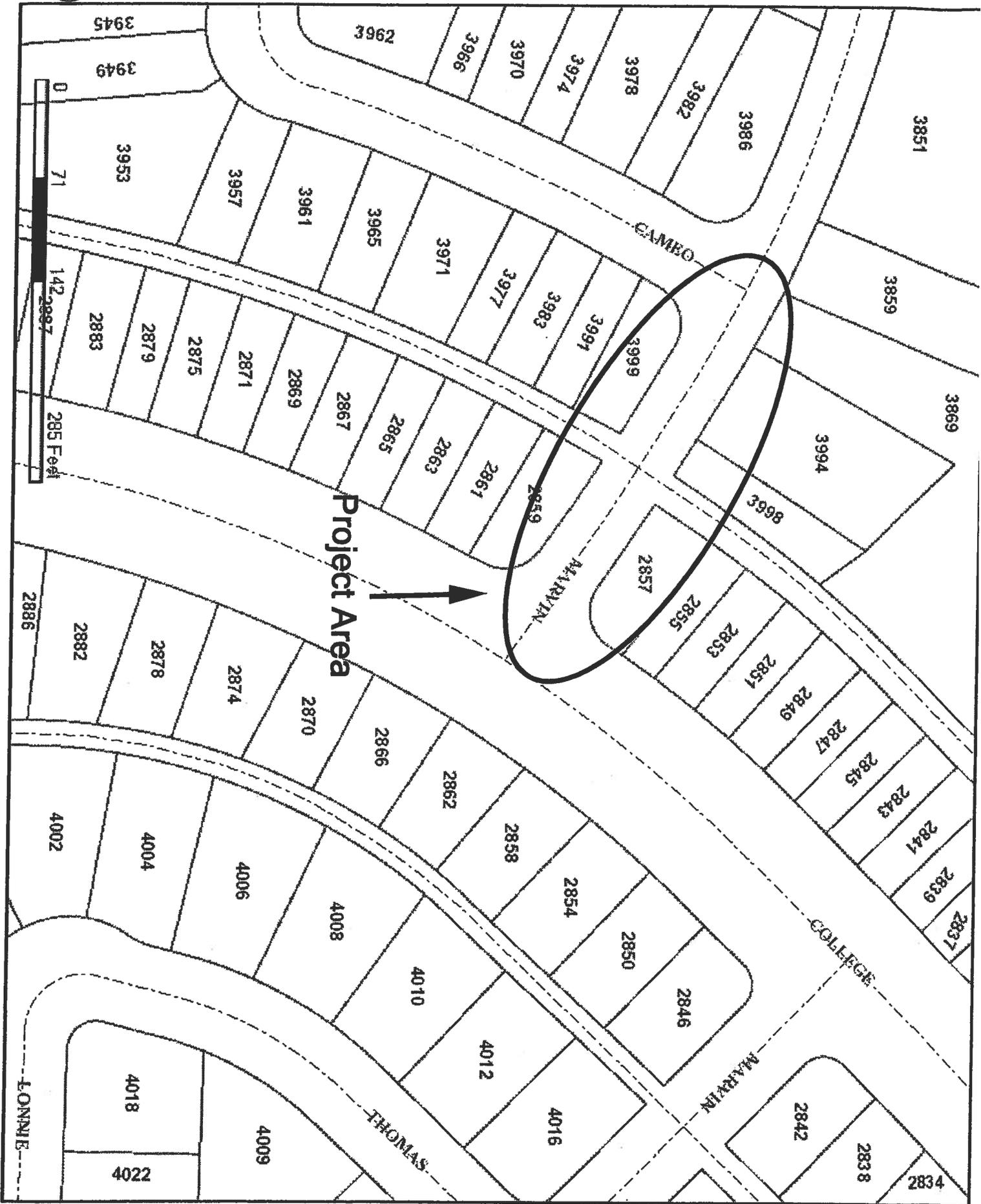
Ranking:  
 1 PDC 76  
 2 Buccola 81  
 3 \_\_\_\_\_  
 4 \_\_\_\_\_  
 5 \_\_\_\_\_

**\*\* Deductions:** Contract Amount <\$25,000 = 0 points; <\$50,000 = -2 points; <\$100,000 = -4 points; <\$150,000 = -6 points; <\$200,000 = -8 points



# Attachment A - Site Map

- SOURCE: MERRICK 2005 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.



**CITY OF OCEANSIDE**

**PROFESSIONAL SERVICES AGREEMENT**

**PROJECT: STORMDRAIN IMPROVEMENT PROJECT AT COLLEGE BLVD.  
AND MARVIN ST. – 905117600531**

THIS AGREEMENT, dated June 1, 2011, 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: Provide all professional engineering services to complete the contract documents for the hydraulic evaluation of the existing stormdrain system located at College Boulevard and Marvin Street. A more detailed Scope of Service for the project, as defined by Consultant (dated March 24, 2011) is attached hereto as Exhibit "A" and made a part hereto.
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.

**Stormdrain System Improvement Project at College Blvd. and Marvin St.  
905117600531**

**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

Automobile Liability Insurance    \$ 1,000,000

\*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.

**Stormdrain System Improvement Project at College Blvd. and Marvin St.  
905117600531**

- 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.** To the greatest extent allowed by law, 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

**Stormdrain System Improvement Project at College Blvd. and Marvin St.  
905117600531**

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 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 \$22,200.00

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 nine (9) weeks of the Notice to Proceed.
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.

**Stormdrain System Improvement Project at College Blvd. and Marvin St.  
905117600531**

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.

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.

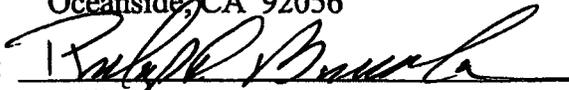
12. **AGREEMENT MODIFICATION.** This Agreement may not be modified orally or in any manner other than by an agreement in writing signed by the parties hereto.

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.  
3142 Vista Way, Suite 301  
Oceanside, CA 92056

CITY OF OCEANSIDE  
300 North Coast Highway  
Oceanside, CA 92054

By:   
Philip D. Buccola, President

By: \_\_\_\_\_  
City Manager

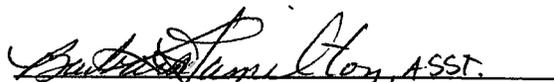
Date: 4.21.11

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

By: \_\_\_\_\_  
Name/Title

APPROVED AS TO FORM:

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

  
City Attorney

95-3517341  
Employer ID No.

**NOTARY ACKNOWLEDGMENTS OF CONSULTANT MUST BE ATTACHED.**

# CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of San Diego

On April 21, 2011 before me, Stephanie del Rosario, Notary Public  
(Here insert name and title of the officer)

personally appeared Philip D. Buccola

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.

Stephanie del Rosario  
Signature of Notary Public

(Notary Seal)



## ADDITIONAL OPTIONAL INFORMATION

### DESCRIPTION OF THE ATTACHED DOCUMENT

City of Oceanside  
(Title or description of attached document)

Professional Service Agreement  
(Title or description of attached document continued)

Number of Pages 6 Document Date 4/21/11

(Additional information)

### CAPACITY CLAIMED BY THE SIGNER

- Individual (s)  
 Corporate Officer  
\_\_\_\_\_  
(Title)  
 Partner(s)  
 Attorney-in-Fact  
 Trustee(s)  
 Other \_\_\_\_\_

### INSTRUCTIONS FOR COMPLETING THIS FORM

Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he/she/they~~, is /are ) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - ❖ Indicate title or type of attached document, number of pages and date.
  - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document

# BUCCOLA ENGINEERING, Inc.

EXHIBIT A

March 24, 2011

Mr. Paul Pham, Project Manager  
City of Oceanside  
300 North Coast Highway  
Oceanside, California 92054

Dear Mr. Pham,

Thank you for this opportunity to submit a proposal for civil engineering design services for the Storm Drain System Improvement Project at College Blvd. and Marvin Street. Our presentation is based upon your Request for Proposal dated March 10, 2011 and a project site visit.

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 33 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. exclusively in the City of Oceanside over the past 33 years. Designs have often included extensive hydrological and hydraulic studies, feasibility studies and design of storm drain systems.

More specifically, BEI has prepared storm drain improvement plans in the past for the City of Oceanside at several locations in the city.

Some of these projects include:

- Storm Drain Repair at Wendela Street
- Loma Alta Creek Drainage Improvements
- Benet Road west of Foussat Road Drainage Improvements
- Benet Road south of Highway 76 Drainage Improvements
- Buddy Todd Park and Todd Street Drainage Improvements
- Ivey Ranch Park Drainage Improvements
- Loma Alta Creek at Pacific Street Drainage Improvements
- Sleeping Indian Road Drainage Improvements
- Maxson Street Land Fill Storm Drain System
- North Avenue Drainage System
- Pacific Street at Sportsfisher Drive Drainage Improvements
- North River Road Park Storm Drain System
- Weitzel Street Storm Drain System
- Surfrider Way Storm Drain System
- Loma Alta Creek at Coast Highway Drainage Improvements
- Buena Vista Creek at College Blvd. Drainage Design
- Camelot Drive Storm Drain System
- Wilshire Road Intersection and Drainage Design

The proposed storm drain improvement project at College Blvd. and Marvin Street is similar in scope and will incorporate many of the same feasibility, survey and design elements.

Also, BEI has completed an extensive number of drainage projects for the private community in the City of Oceanside that will further our ability to provide a complete and thorough feasibility study for the proposed 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



## **DETAILED APPROACH TO THE PROJECT**

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### **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., As-built drawings, record maps, field notes, centerline ties and assessors maps.

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 the existing storm drain systems and utilities. 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 the subject areas. The mapping will include a sufficient amount of survey to verify as-built drawings. The survey will extend to the limits of the drainage basin and provide sufficient data to enable Buccola Engineering, Inc. to analyze the existing storm drain improvements.

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.

The City of Oceanside will be responsible for providing topographic base maps for hydrology purposes, available City records and as-built plans as reference material for the project.

4. **HYDROLOGY REPORT**

BEI will prepare a Hydrology Report for the subject drainage basin. The report will meet all of the requirements of the City of Oceanside Engineers Manual and the San Diego County Hydrology Manual.

5. **HYDRAULIC ANALYSIS**

BEI will prepare a Hydraulic Analysis for each of the subject drainage system alternatives. The analysis will meet all of the requirements of the City of Oceanside Engineers Manual and the San Diego County Hydrology Manual.

6. **DESIGN FEASIBILITY STUDY**

BEI will prepare a Design Feasibility Report and provide three design alternatives for the modification and/or replacement of the existing drainage system to alleviate the local flooding. Each of the design alternatives will evaluate constructability, estimated cost, effectiveness, expected environmental impacts and neighborhood impacts associated with construction and anticipated maintenance requirements associated with stormwater BMP's.

Also included in this task, Buccola Engineering, Inc. will provide for each design alternative, a cost estimate, a preliminary engineering plan/profile, advantages and disadvantages of each design and a design recommendation.

7. **CITY PROVIDED INFORMATION**

The City of Oceanside will make available the topographic base maps, available city records, and as-built plans as references for the project.

## DETAILED FEE ESTIMATE

Buccola Engineering, Inc. proposes to prepare the Hydrology Report, the Hydraulic Analysis and the Feasibility Report on a Fixed Fee, Lump Sum basis of \$22,200.

<u>DESIGN TASK</u>	<u>Hours</u>	<u>Rate</u>		<u>TOTALS</u>
1. Research	10	\$100		\$1,000
2. Preliminary Meeting	2	\$100		\$200
3. Topographic Survey				\$3,000
Office	16	\$100	\$1,600	
Field	8	\$175	\$1,400	
4. Hydrology Report	60	\$100		\$6,000
5. Hydraulic Analysis	40	\$100		\$4,000
6. Feasibility Report	80	\$100		\$8,000
<b>TOTAL PROPOSED SERVICES</b>				<b>\$22,200</b>

## PROPOSED DESIGN SCHEDULE

BEI proposes to proceed according to the following schedule. 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 time frame specified below.

Notice to Proceed ..... May 1, 2011  
Topography and Research completed ..... May 14, 2011  
Completed reports submitted ..... July 1, 2011

## PROFESSIONAL SERVICES AGREEMENT

Buccola Engineering, Inc. has reviewed the Professional Services Agreement provided by the City of Oceanside and agrees to execute said agreement.



## 2011 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

