ITEM NO. 6

STAFF REPORT

CITY OF OCEANSIDE

DATE: March 27, 2013

TO: Honorable Mayor and City Councilmembers

FROM: Development Services Department

SUBJECT: **APPROVAL OF A PROFESSIONAL SERVICES AGREEMENT FOR SURVEY SERVICES TO ESTABLISH A SURVEY CONTROL NETWORK**

SYNOPSIS

Staff recommends that the City Council approve a professional services agreement with RBF Consulting of Carlsbad, in the amount of $115,000 to establish a survey control network, and authorize the City Manager to execute the agreement.

BACKGROUND

Indentified within this year's Council approved Capital Improvement Program (CIP) budget (FY 2012-13) is the street monumentation project. The purpose of this project is to establish a survey control network. The control network is necessary to perpetuate accurate records and spatial references concerning public right-of-way improvements. One significant area of improved accuracy will be in the City's future efforts of GIS (Geographic Information System) data collection and analysis. As an additional benefit to Oceanside property owners and local land surveyors, the survey control network is anticipated to reduce time and expense associated with addressing certain survey reference requirements.

This project will systematically identify/restore existing monumentation and set new monuments, which will properly establish the field element of the survey control network. The official record element of the control network will be documented through a Record of Survey, filed with the San Diego County Recorder.

ANALYSIS

On October 8, 2012, the City advertised a Request for Proposals for survey services to establish a survey control network (Exhibit A).

On November 16, 2012, seven (7) consultants submitted proposals. Engineering staff reviewed the proposals, evaluated qualifications, and interviewed the top two firms the week of January 21, 2013. Staff selected a firm based upon proposal rating process results (Exhibit B) and interviews. Staff recommends RBF Consultants as the best candidate to provide survey services to establish a survey control network.

FISCAL IMPACT

The professional services agreement (PSA) with RBF Consulting, plus contingency, is $115,000. The estimated total project cost, including third party quality assurance support, administrative allocation, and staff time is $150,000. The funding source is TransNet and the balance in the CIP Street Monumentation account (901126000212) is $150,000. Therefore, sufficient funds are available.

The project costs are estimated as follows:

1.	Research and Reconnaissance	$13,225
2.	New Monument Construction	$21,550
3.	Survey Control Observations	$32,600
4.	Differential Leveling	$8,900
5.	Data Processing and Reporting	$19,730
6.	Record of Survey	$13,710
	Contingency (~5%)	$5,285
	Sub-Total	**$115,000**
	Third Party Professional Services – QA/QC	$15,000
	City Staff Project Management and Administrative Allocation	$20,000
	Total	**$150,000**

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 to form.

RECOMMENDATION

Staff recommends that the City Council approve a professional services agreement with RBF Consulting of Carlsbad, in the amount of $115,000 to establish a survey control network, and authorize the City Manager to execute the agreement.

PREPARED BY:

Scott O. Smith
City Engineer

SUBMITTED BY:

Peter A. Weiss
City Manager

REVIEWED BY:

Michelle Skaggs Lawrence, Deputy City Manager

George Buell, Development Services Director

Teri Ferro, Financial Services Director

Attachments:

Professional Services Agreement and Scope of Work
Exhibit A - Request for Proposals
Exhibit B - Proposal Ratings

CITY OF OCEANSIDE

PROFESSIONAL SERVICES AGREEMENT

PROJECT: STREET MONUMENTATION #901126000212

THIS AGREEMENT, dated _____, 2013, for identification purposes, is made and entered into by and between the CITY OF OCEANSIDE, a municipal corporation, hereinafter designated as "CITY", and RBF Consulting, a company of Michael Baker Company, hereinafter designated as "CONSULTANT."

NOW THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

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

   See attached Exhibit 1

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.

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.

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 CONSULTANT shall provide thirty (30) days written notice to the CITY should any policy required by this Agreement 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, at minimum, 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 (including, without limitation, California Civil Code section 2782.8), 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. 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 CONSULTANT's 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 $115,000.

   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 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 180 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.

    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. **TERMINATION OF AGREEMENT**. Either party may terminate this Agreement by providing thirty (30) days written notice to the other party. If any portion of the work is terminated or abandoned by the CITY, then the CITY shall pay CONSULTANT for any work completed up to and including the date of termination or abandonment of this Agreement. The CITY shall be required to compensate CONSULTANT only for work performed in accordance with the Agreement up to and including the date of termination.

14. **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.

RBF Consulting	CITY OF OCEANSIDE
By: _____ Name/Title JAMES E. MCDONALD CHIEF EXECUTIVE OFFICER	By: _____ City Manager
Date: 3-04-13	Date: _____
By: _____ Name/Title Michael J. Burke Exec. Vice President and Assistant Secretary	APPROVED AS TO FORM:
Date: 3/4/13	_____ City Attorney
95-2247293 Employer ID No.	

NOTARY ACKNOWLEDGMENTS OF CONSULTANT MUST BE ATTACHED.

G:\ADMIN\Admin Docs - Specs and Staff Reports\Professional Services Agreements\Survey Services to establish a survey control network RBF.doc

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

State of California
County of Orange

On 3/4/13 (Date) before me, Jessica Wohl, Notary Public, (Here Insert Name and Title of the Officer)

personally appeared James E. McDonald and Michael J. Burke, (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.

JESSICA WOHL
Commission # 1937184
Notary Public - California
Orange County
My Comm. Expires May 19, 2015

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: Jessica Wohl
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: City of Oceanside

Document Date: 3/4/13 Number of Pages: ____

Signer(s) Other Than Named Above: ____

Capacity(ies) Claimed by Signer(s)

Signer's Name: James E. McDonald
☒ Corporate Officer — Title(s): CEO
☐ Individual
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: ____
Signer Is Representing: ____

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

Signer's Name: Michael J. Burke
☒ Corporate Officer — Title(s): Asst. Secretary
☐ Individual
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: ____
Signer Is Representing: ____

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

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Item #5907

RBF CONSULTING

CORPORATE RESOLUTION

The undersigned Chief Executive Officer of RBF Consulting does hereby certify that Michael J. Burke, Assistant Secretary of RBF Consulting is authorized to sign corporate contracts and/or agreements on behalf of said organization.

IN WITNESS WHEREOF, we hereunto subscribe our signatures this 4th day of March, 2013.

James E. McDonald
Chief Executive Officer

CORPORATE SEAL

EXHIBIT A

Request for Proposal (RFP)

SURVEY SERVICES TO ESTABLISH A SURVEY CONTROL NETWORK
City of Oceanside, California

The City of Oceanside, Engineering Division, is soliciting Proposals for surveying services to establish a survey control network for the City of Oceanside. Submit a written proposal to the Engineering Division (City Hall South - First Floor) at 300 North Coast Highway by 10:00 A.M. on November 16, 2012. Proposals submitted after that date will not be considered. Cost estimates shall be submitted in a separate sealed envelope. Each proposal shall be submitted in a sealed envelope plainly marked with the proposal title, proposer name, time and date of submittal, attention: City Engineer.

Copies of the RFP are available from BELL BLUE REPROGRAPHICS, 3740 Oceanic Way, Suite 305, Oceanside, California 92056, (760) 433-6881 at no cost. Mailing fee and/or electronic download fee information is available from Bell Blue Reprographics. This RFP is also available for viewing and downloading on the City of Oceanside Website at www.ci.oceanside.ca.us.

The scope of work for the subject project shall account the following and may include additional effort to complete the project.

1. Network design, accuracy, instrumentation, field procedures and office procedures must be performed in compliance with accuracy standards of the California Geodetic Control Committee document "Specifications for Geodetic Control Networks using High-production GPS Surveying Techniques"
2. Accuracy must meet or exceed CGCC Band V / FGCC group C 1st order standards
3. FGCC 3rd order or better leveling to 50% of the new monuments is required
4. Monuments must be set on a minimum of a 1 mile grid
5. Monuments must be set in durable structures on public property
6. Monuments must be consistent in character, brass or aluminum, 2.5" minimum in diameter, and distinctly marked in a unique logical sequence
7. A Record of Survey must be filed and be in compliance with California Public Resource Code section 8813.2, containing a statement of accuracy, procedures followed and the coordinates derived. In addition a clear overview of the network with detail sheets showing monument location with respect to the existing streets and major features at a scale large enough to be read clearly and detailed descriptions and recovery notes for each new monument must be included.
8. An ESRI compliant geo-database or shape files of the survey control network including published datasheets must be provided. Datasheets will include at a minimum the following pieces of information about each station; XXX,XXX,XXX
9. GPS control/recovery sheets shall be prepared for each monument.
10. Use of existing well monuments within the survey control network may be acceptable, upon approval from the City Engineer. In the event the monument used for positioning is existent, the surveyor will note and verify ties, if any.
11. Monument type and placement to be approved through meetings with City staff
12. City will review and approve monument placement prior to installation.

Recovery Note Checklist

1. Stamp all identifying digits of point number on disk
2. Monuments to be set are either 1) a 2.5" or greater brass or aluminum cap set in concrete, countersunk to lay flush with surface or 2) a 2" iron pipe with 2.5" brass or aluminum cap, with a concrete collar. Note: Marks described to be set in sidewalk shall be set in top of curb where possible; points on drainage boxes, catch basins, or headwalls may be set in middle of sidewalk.
3. Take a picture of monument at scale including landmarks. ID each photo with Point Number. The project will require two photographs, the first oriented north at approximately 20' away and the other of the monument as set. Use monument stamping and mark an 8 ½ X 11 paper.
4. Check the initial monument description
5. Draw a detailed sketch of disk stamping (if applicable)
6. Draw a sketch of the site. Add field ties to features (e.g. 10' from EP, 150' to power pole etc.)
7. Write To Reach description, clocking mileage to the nearest 0.1 mile. Descriptions will include a description of the kind, size and location and any other pertinent data related thereto. Monument descriptions will be completed without the use of abbreviations.

The proposal shall set forth accurate and complete information for all of the following items:

1. Experience, Expertise, and Capabilities
    a. Contact information about the proposer
    b. Personnel Listing – Complete listing of staff identified to work on this project
    c. Relevant Experience – Summary of previous experience establishing survey control networks for public agencies for cities, counties and/or the state. Preferably within San Diego County
    d. Conflicts of Interest
2. Statement of Work
    a. Work Plan – Include methodology, hours required, and proposed completion time
    b. Project Phasing – Create project phase zones to divide undeveloped and agricultural areas from developed (built out) areas.
        i. Installation of monuments for undeveloped and agricultural areas may be deferred until future development.
    c. Services expected to be provided by City staff (if applicable)
3. Price
    a. A schedule of fees
    b. City of Oceanside is a Charter City, prevailing wage requirements do not apply
    c. A bid containing line items is preferred to a lump sum bid
        i. Consider itemizing the following three (3) activities:
            1. Planning, Research, Meetings, and Office Preparation
            2. Field Work
            3. Final Documentation
    d. A proposed payment schedule based upon the completion of key tasks (milestones) is required

4. Additional Data
    a. Any additional information the proposer wishes to bring to the attention of the selection committee that is relevant to this RFP
    b. Ideas and proposals, if any, for maximizing the City's benefit for work undertaken

5. Proposal Length and Copies
    a. Proposals should not exceed 15 pages, including attachments and supplemental materials
    b. Four (4) copies of the proposal must be submitted

It is the City's desire to complete this project by June 31, 2013.

Attached to this request for proposal is the City's "Professional Services Agreement" that the consultant is required to execute if awarded the work. Please review all requirements including liability, and errors and omissions insurance requirements.

Consultants will be evaluated based on the City's guideline for selection of professional services, which includes the following:

- Qualifications of Firm and Members
- Performance of work similar in character
- Project Ideas and/or Suggestions to Best Serve the City
- Ability to provide service
- Quality of Proposal
- Work Performance for the City (current or past)
- References
- Cost

If you have any questions concerning this request for proposal, please do not hesitate call me at (760) 425-5074 or e-mail ssmith@ci.oceanside.ca.us

Sincerely,

Scott O. Smith
City Engineer

SOS:

Exhibit B

PROPOSAL RATINGS
for
SURVEY SERVICES TO ESTABLISH A SURVEY CONTOL NETWORK

	CONSULTANT	***CITY***	***TOTAL POINTS***
1.	RBF Consulting	Carlsbad	262
2.	Project Design Consultants (PDC)	San Diego	244
3.	Johnson-Frank & Associates	Anaheim	229
4.	Nolte Vertical Five (NV5)	San Diego	229
5.	R.E.Y. Engineers, Inc.	Folsom	213
6.	Towill, Inc.	San Diego	208
7.	PARC CIVIL	Oceanside	202