

**STAFF REPORT****CITY OF OCEANSIDE**

DATE: May 28, 2014

TO: Honorable Mayor and City Councilmembers

FROM: Development Services Department

SUBJECT: **APPROVAL OF A PROFESSIONAL SERVICES AGREEMENT FOR DESIGN OF INTERSECTION IMPROVEMENTS AT RANCHO DEL ORO AND OCEAN RANCH BOULEVARD**

**SYNOPSIS**

Staff recommends that the City Council approve a Professional Services Agreement with RBF Consulting of Carlsbad, in the amount of \$74,600 for designing roadway improvements at the intersection of Rancho Del Oro and Ocean Ranch Boulevard; and authorize the City Manager to execute the agreement.

**BACKGROUND**

On January 2, 2013, the City Council approved Disposition and Development Agreements with Sudberry Development, Inc., for 22 soccer fields and the future development of the commercial areas of El Corazon. The normal access for the use of the fields and other activities will be via Senior Center Drive. As needed, Ocean Ranch Blvd. will provide ancillary access until final improvements are constructed concurrent with future commercial development on the west side of Rancho Del Oro Drive.

**ANALYSIS****Project Description**

The project adds a fourth leg to an existing "T" intersection so that Ocean Ranch Blvd. will extend west of Rancho Del Oro Drive. The work requires modifying the existing traffic signal poles and mast arms. The existing slope across Ocean Ranch Road will be graded for the new roadway extension and the landscaping moved to the new road shoulder. New sidewalk, pedestrian ramps and a storm drain culvert will also be installed.

**Selection Process**

Staff invited proposals from the region's engineering community. Three firms replied with proposals. Two of the proposals met requirements and were submitted by well-qualified local companies: RBF Consulting and O'Day Consultants. The third firm is less qualified and located outside of the San Diego and Orange County region. RBF Consulting and O'Day Consultants are equally capable engineering firms.

However, RBF Consulting has extensive work experience with private development at this location. As a result, they can use their existing studies, surveying work, and mapping to give the City a less expensive proposal.

**FISCAL IMPACT**

The contract price with RBF Consultants is \$74,600. The total estimated project cost -- included design and construction plan preparation, administration, and field construction -- is \$400,000. Funding in the amount of \$400,000 is budgeted in next two fiscal years. The project will not proceed to construction until the second-year funds are approved.

The FY 2014-15 CIP budget includes \$100,000 in new project funds in account 90213600212. Also, the project is recommended for inclusion in the 2014 Regional Transportation Improvement Plan (RTIP). This will allow Oceanside to draw \$100,000 in TransNet funds in FY 2014-15 and \$300,000 in FY 2015-16 to fund the project.

Approval of the professional service agreement is requested, but RBF Consultants will not be authorized to begin work unless the City Council also approves the project funding in the CIP budget and the RTIP.

**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 RBF Consulting of Carlsbad, in the amount of \$74,600 for designing roadway improvements at the intersection of Rancho Del Oro and Ocean Ranch Boulevard; and authorize the City Manager to execute the agreement.

PREPARED BY:

  
\_\_\_\_\_  
Gary Kellison  
Senior Civil Engineer

SUBMITTED BY:

  
\_\_\_\_\_  
Steven R. Jepsen  
City Manager

REVIEWED BY:

Michelle Skaggs Lawrence, Deputy City Manager  
Scott O. Smith, City Engineer  
James R. Riley, Financial Services Director

  
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Attachment: Professional Service Agreement  
Site Map  
Consultant Rating Forms

## CITY OF OCEANSIDE

### PROFESSIONAL SERVICES AGREEMENT

#### **PROJECT: INTERSECTION IMPROVEMENTS AT RANCHO DEL ORO AND OCEAN RANCH BOULEVARD - 902136000212 (TransNet)**

THIS AGREEMENT, dated May 28, 2014, 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, hereinafter designated as "CONSULTANT."

#### **NOW THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:**

1. **SCOPE OF WORK.** The project is more particularly described as follows: The CONSULTANT will provide design services to add a fourth leg to the existing intersection of Rancho del Oro and Ocean Ranch Boulevard.

The completed design must include the improvements required to smooth the transition with minimal removals or reconstruction required in the future when the adjacent property develops or the road extended further into El Corazon. Temporary improvements, such as transitional edge berms, needed to match future improvements, shall be included. The design plans shall include:

- a. Street improvement plans to extend Ocean Ranch Drive 60 feet to the west – far enough to enable video detection on the traffic signal. Permanent street improvements are only required as far as the curb returns on Ocean Ranch Drive. A temporary asphalt dike transitioning from the intersection curb return to the future unpaved secondary access to El Corazon is sufficient. The improvement plans shall include sheets for:
  - Grading and removals
  - Street improvements, including profiles for curbs, median, and storm drain
  - Relocating the water main blow-off and extending the main to west Oceanside Ranch Road
  - Traffic signal, including pole and mast arm relocation, conductor schedule, and pole schedule
  - Pavement striping and signing
  - Storm Water Mitigation Plan and construction erosion control
  - Traffic control, including single-lane closures for work in Rancho del Oro Boulevard
  - Landscape irrigation and planting

## RANCHO DEL ORO AND OCEAN RANCH ROAD INTERSECTION DESIGN

Other design tasks include:

- Complete the Municipal Storm Water Permit application.
- Prepare structural section design using a new R-value test.
- Prepare estimate of the construction quantities for the bid schedule.
- Write the Special Provisions for construction bidding.

### Design Considerations

The shoulder and sidewalk improvements only need to extend around the curb return to west Ocean Ranch Boulevard. Runoff on the northwest side of the intersection has to flow around the new curb return at Ocean Ranch Boulevard and into an inlet, which can tie into the existing storm drain. There is an existing water system blow-off in the planted shoulder of Rancho del Oro. The water main should be stubbed out to the end of the paved portion of the Ocean Ranch Boulevard extension and the blow-off relocated.

### Landscaping requirements

Split the existing irrigation system where the new Ocean Ranch crosses. Clearly show the changes in the irrigation design for irrigation main, lateral, RCVs, sleeves across Ocean Ranch Boulevard, and station assignment at the irrigation controller. New landscaping is needed at the intersection returns.

The CONSULTANT's complete scope of services and list of deliverable work project are more fully described in Exhibit A, pages 1-3, attached hereto and incorporated herein.

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.

## RANCHO DEL ORO AND OCEAN RANCH ROAD INTERSECTION DESIGN

### 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.

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.

## RANCHO DEL ORO AND OCEAN RANCH ROAD INTERSECTION DESIGN

- 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

## RANCHO DEL ORO AND OCEAN RANCH ROAD INTERSECTION DESIGN

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 \$74,600, which is the sum of \$65,600 for preparation of biddable plans and specifications, and \$9,000 for bid and construction engineering support services as listed on Exhibit B.

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 base scope design services shall be completed in every detail to the satisfaction of the Engineer by September 30, 2015.

## RANCHO DEL ORO AND OCEAN RANCH ROAD INTERSECTION DESIGN

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.

**RANCHO DEL ORO AND OCEAN RANCH ROAD INTERSECTION DESIGN**

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:   
Scott Taylor, Senior Vice-President

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

Date: 5/5/14

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

By:   
Richard A. Rubin, Assistant Secretary

APPROVED AS TO FORM:

Date: 5/14/14

  
City Attorney

95-2247293  
Employer ID No.

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

**ACKNOWLEDGMENT**

State of California  
County of San Diego )

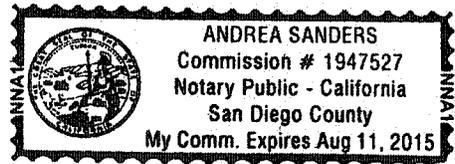
On May 5, 2014 before me, Andrea Sanders  
(insert name and title of the officer)

personally appeared Scott Taylor,  
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.

Signature Andrea Sanders (Seal)



**ACKNOWLEDGMENT**

State of California  
County of San Diego )

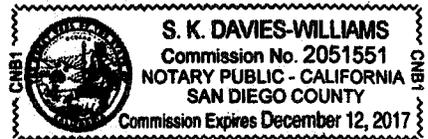
On May 14, 2014 before me, Sally K. Davies-Williams  
(insert name and title of the officer)

personally appeared Richard A. Rubin, Assistant Secretary  
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.

Signature *Sally K. Davies-Williams* (Seal)



# Rancho Del Oro Dr & Ocean Ranch Blvd

Explore this area



Map data ©2014 Google 1000 ft

# CONSULTANT PROPOSAL - RATING FORM

Name of Firm(s): O'Day, RBF, Site West Date: 23-Jan-14  
 Project/Service: RDO and Ocean Ranch Intersection Modifications Project/Acct. No.:

ITEM	POINTS	CONSULTANT		
		O'Day	RBF	Site West
<b>I. QUALIFICATIONS OF FIRM AND MEMBERS</b>				
A. Specialized expertise of members	30			
B. Adequacy of staff and resources.		25	20	20
<b>II. PERFORMANCE OF WORK SIMILAR IN CHARACTER</b>				
A. Comparable work (local area preferred). 5	20			
B. Proposal submitted by Oceanside firm. 5		10	10	9
C. Proposal included an Oceanside firm as part of a consulting team. 5				
D. Additional points based on abilities, qualifications, and commitment of <u>Oceanside firm</u> . 5				
<b>III. ABILITY TO PROVIDE SERVICES</b>				
A. Ability to complete job on time.	10			
<b>IV. QUALITY OF PROPOSAL</b>				
A. Satisfactorily address all objectives. 10				
B. Provide additional amplifying information. 5		14	20	10
C. Presentation, clarity, neatness. 5				
<b>V. WORK PERFORMANCE FOR THE CITY</b>				
A. No work in past 12 months. 5		5	5	10
B. Work in past 12 months - **Deductions based on contract, see below				
<b>VI. PRICE</b>				
A. Overall cost.		\$80,488	\$65,600	\$38,120
<b>TOTALS:</b>	100	0	0	0

Ranking: 1 RBF Rated By: 69 70 59  
 2 O'Day Name: Terula Cotter  
 3 Site West Title: Assisto Engineer  
 4 \_\_\_\_\_ Date: 1/23/14  
 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): O'Day, RBF, Site West Date: 23-Jan-14  
 Project/Service: RDO and Ocean Ranch Intersection Modifications Project/Acct. No.:

ITEM	POINTS	CONSULTANT		
		O'Day	RBF	Site West
<b>I. QUALIFICATIONS OF FIRM AND MEMBERS:</b>	30	29	28	25
A. Specialized expertise of members				
B. Adequacy of staff and resources.				
<b>II. PERFORMANCE OF WORK SIMILAR IN CHARACTER:</b>	20	20	18	17
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	10	10	10
A. Ability to complete job on time.				
<b>IV. QUALITY OF PROPOSAL:</b>	20	19*	9	7
A. Satisfactorily address all objectives.				
B. Provide additional amplifying information.				
C. Presentation, clarity, neatness.				
<b>V. WORK PERFORMANCE FOR THE CITY:</b>	10	10	10	10
A. No work in past 12 months.				
B. Work in past 12 months - ** Deductions based on contract, see below				
<b>VI. PRICE:</b>	10	7	8	10
A. Overall cost.		\$80,488	\$65,600	\$38,120
<b>TOTALS:</b>	100	80 0	83 0	79 0

Rated By: \_\_\_\_\_  
 Name: GARY SMITH  
 Title: ASSOCIATE ENGINEER  
 Date: 1/23/14

Ranking:  
 1 RBF  
 2 O'DAY  
 3 SITE WEST  
 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