ITEM NO. 9

STAFF REPORT

CITY OF OCEANSIDE

DATE: November 19, 2008

TO: Honorable Mayor and City Councilmembers

FROM: Development Services Department

SUBJECT: **APPROVAL OF A TWO-YEAR PROFESSIONAL SERVICES AGREEMENT WITH GEOPACIFICA, INC., IN THE AMOUNT OF $60,000 ANNUALLY FOR GEOTECHNICAL REVIEW AND PLAN CHECK SERVICES**

SYNOPSIS

Staff recommends that the City Council approve a two-year Professional Services Agreement with Geopacifica, Inc., of Oceanside in the amount of $60,000 annually, ($120,000 total for two years) with the possibility of three one-year extensions for a total of five years for geotechnical review and plan check services, and authorize the City Manager to execute the agreement.

BACKGROUND

On October 10, 2008, the Development Services Department, Engineering Division, received eleven proposals for geotechnical services. The scope of services includes review, respond to, and accept geotechnical reports prepared by outside consultants in connection with design plans in support of development activities; evaluate and advise the City Engineer with regard to geotechnical issues surrounding discretionary projects and California Environmental Quality Act (CEQA) guidelines and requirements; provide public assistance and information regarding geotechnical and geologic issues affecting the community, provide assistance with and coordination of hazardous materials and site clean-up within the City; provide geotechnical support, both in the field and in the office, regarding geotechnical issues during construction; evaluate, inspect and provide recommendations for mining activities with the City.

In addition, the project includes providing plan check services and working with City staff to review engineering plans and reports for compliance with state, city, regional, and local standards.

Among the eleven firms, the proposed rates for a Geotechnical Engineer or appropriately qualified Civil Engineer and Certified Engineering Geologist in the State of California ranged from $95 to $165 per hour. Geopacifica was selected as the most qualified firm based upon knowledge of Northern San Diego County geology and geotechnical conditions, as well as local municipal experience.

Geopacifica's rate is the lowest at $95 per hour for geotechnical services and second lowest at $110 per hour for plan check services as needed.

ANALYSIS

Due to decreased staffing of the Engineering Subdivision business unit, it is necessary to use outside engineering services for geotechnical-related services.

Consultant services will be paid at a maximum of $95 per hour for geotechnical services or $110 per hour for plan check services as needed and limited to a maximum of six hours per day and twelve hours per week, not to exceed $60,000 annually ($120,000 total for two years). The term of the agreement is two years with the option of three one-year extensions for a total of five years.

FISCAL IMPACT

The operating budget for FY 2008-09 for Subdivision (101.414700.5241) includes $165,000 for consultant fees. Therefore, sufficient funds are available.

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 two-year Professional Services Agreement with Geopacifica, Inc., of Oceanside in the amount of $60,000 annually, ($120,000 total for two years) with the possibility of three one-year extensions for a total of five years for geotechnical review and plan check services, and authorize the City Manager to execute the agreement.

PREPARED BY:

Marty Eslambolchi
City Development 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: Consultant Proposal Rating form
PSA

CONSULTANT PROPOSAL - RATING FORM

Name of Firm(s): PACIFIC SOILS, CTE CONSTRUCTION, GEOPACIFICA, EARTH-STRATA

Date: 10/14/08

Project/Service: GEOTECHNICAL CONSULTANT

Project/Acct. No.:

ITEM	POINTS	CONSULTANT				
		PAC. SOILS		CTE	EARTH-STRA	GEOPAC.
I. QUALIFICATIONS OF FIRM AND MEMBERS:	30					
A. Specialized expertise of members		18		17	15	19
B. Adequacy of staff and resources.		16		16	16	15
II. PERFORMANCE OF WORK SIMILAR IN CHARACTER:	20					
A. Comparable work (local area preferred).		4		4	4	5
B. Proposal submitted by Oceanside firm.		0		0	0	5
C. Proposal included an Oceanside firm as part of a consulting team.		0		0	0	0
D. Additional points based on abilities, qualifications, and commitment of Oceanside firm.		0		0	0	5
III. ABILITY TO PROVIDE SERVICES:	10					
A. Ability to complete job on time.		9		9	8	9
IV. QUALITY OF PROPOSAL:	20					
A. Satisfactorily address all objectives.		8		8	8	9
B. Provide additional amplifying information.		6		6	6	7
C. Presentation, clarity, neatness.		5		4	5	6
V. WORK PERFORMANCE FOR THE CITY:	10					
A. No work in past 12 months.		0		0	0	0
B. Work in past 12 months - ** Deductions based on contract, see below		0		0	0	-4
VI. PRICE:	10					
A. Overall cost.		9		7	8	9
TOTALS:	100	75 0	0	71 0	70 0	85 0

Ranking:

1 GEOPACIFICA - 85
2 PACIFIC SOILS - 75
3 CTE - 71
4 EARTH-STRATA - 70
5

Rated By:

Name: GABOR PAKOZDI

Title: ASSOCIATE ENGINEER

Date: 10/14/08

** **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): Geopacific, Earth - Strata, Pacific Soils

Date: 10/14/08

Project/Service: Geotech Consulting

Project/Acct. No.:

ITEM	POINTS	CONSULTANT				
		GeoPacific	Earth-Strata	Pacific Soils	CTE	
I. QUALIFICATIONS OF FIRM AND MEMBERS:	30					
A. Specialized expertise of members		15	14	14	14	
B. Adequacy of staff and resources.		14 (29)	15 (29)	15 (29)	15 (29)	
II. PERFORMANCE OF WORK SIMILAR IN CHARACTER:	20					
A. Comparable work (local area preferred).			4	5	4	
B. Proposal submitted by Oceanside firm.			0	0	0	
C. Proposal included an Oceanside firm as part of a consulting team.		(20)	0 (8)	0 (10)	0 (8)	
D. Additional points based on abilities, qualifications, and commitment of Oceanside firm.			4	5	4	
III. ABILITY TO PROVIDE SERVICES:	10					
A. Ability to complete job on time.		(8)	(8)	(8)	(8) (8)	
IV. QUALITY OF PROPOSAL:	20					
A. Satisfactorily address all objectives.		9	9	9	9	
B. Provide additional amplifying information.		4 (18)	5 (19)	5 (19)	4 (18)	
C. Presentation, clarity, neatness.		9	5	5	5	
V. WORK PERFORMANCE FOR THE CITY:	10					
A. No work in past 12 months.		(-4)	5 (5)	0 (0)	0	
B. Work in past 12 months - ** Deductions based on contract, see below			0	0	-2	
VI. PRICE:	10					
A. Overall cost.		(10)	(8)	(9)	(6)	
TOTALS:	100	0 (81)	(77)	(75)	0 (67)	0

Ranking:

1. GeoPacific (81)
2. Earth-Strata (77)
3. Pacific Soils (75)
4. CTE (67)
5.

Rated By:

Name: Fred Tafaghodi

Title: Assoc. Eng

Date: 10/14/08

** **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): GEOPACIFICA – PACIFIC SOILS – CTE CONSTRUCTION

Date: 10/14/08

Project/Service: GEOTECHNICAL CONSULTANT

Project/Acct. No.:

ITEM	POINTS	CONSULTANT				
		GEOPACIFICA	2	3	4	
I. QUALIFICATIONS OF FIRM AND MEMBERS:	30					
A. Specialized expertise of members		16	13	12	13	
B. Adequacy of staff and resources.		14 (30)	14 (27)	14 (26)	14 (27)	
II. PERFORMANCE OF WORK SIMILAR IN CHARACTER:	20					
A. Comparable work (local area preferred).		5	3	4	3	
B. Proposal submitted by Oceanside firm.		5	0	0	0	
C. Proposal included an Oceanside firm as part of a consulting team.		5 (20)	0 (7)	0 (8)	0 (5)	
D. Additional points based on abilities, qualifications, and commitment of Oceanside firm.		5	4	4	2	
III. ABILITY TO PROVIDE SERVICES:	10					
A. Ability to complete job on time.		(8)	(8)	8	(7)	
IV. QUALITY OF PROPOSAL:	20					
A. Satisfactorily address all objectives.		9	9	8	7	
B. Provide additional amplifying information.		5 (19)	4 (17)	3 (14)	3 (13)	
C. Presentation, clarity, neatness.		5	4	3	3	
V. WORK PERFORMANCE FOR THE CITY:	10					
A. No work in past 12 months.		0 (-3)	3	0	0	
B. Work in past 12 months - ** Deductions based on contract, see below		-3	0 (3)	0 (0)	0 (0)	
VI. PRICE:	10					
A. Overall cost.		10	8	8	7	
TOTALS:	100	0 (84)	0 (70)	0 (64)	0	0

Ranking:

1. GEOPACIFICA (84)
2. PACIFIC SOILS (70)
3. CTE CONSTRUCTION TESTING & ENGINEERING (64)
4. EARTH – STRATA (59)
5.

Rated By:

Name: MARTY ESLAMBOLCHI

Title: CITY DEVELOPMENT ENGINEER

Date: 10/14/08

** **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

	Geopacifica	CTE	Pacific Soils	Earth-Strata
Gabor Pakozdi	85	71	75	70
Fred Tafaghodi	81	67	75	77
Marty Eslambolchi	84	64	70	59
Average	83.3	67.3	73.3	68.6

CITY OF OCEANSIDE

PROFESSIONAL SERVICES AGREEMENT

PROJECT: Geotechnical Review and Plan Checking Services (101) 414700 & 414705

THIS AGREEMENT is made and entered into this ____ day of _____ 2008, by and between the CITY OF OCEANSIDE, a municipal corporation, hereinafter designated as "CITY", and GEOPACIFICA, hereinafter designated as "CONSULTANT."

NOW THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. **SCOPE OF WORK.** The project is more particularly described as follows: Review, respond to, and accept geotechnical reports prepared by outside consultants in connection with design plans in support of development activities; evaluate and advise the City Engineer with regard to geotechnical issues surrounding discretionary projects and CEQA guidelines and requirements; provide public assistance and information regarding geotechnical and geologic issues affecting the community; provide assistance with and coordination of hazardous materials and site clean-up within the City; provide geotechnical support, both in the field and in the office, regarding geotechnical issues during construction; evaluate, inspect and provide recommendations for mining activities with the City.

   In addition, project includes providing plan check services; work with City staff to review engineering plans and reports for compliance with state, city, regional, and local standards.

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 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.

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 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 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. **COMPENSATION.** CONSULTANT'S compensation for all work performed in accordance with this Agreement, shall not exceed the total contract price of $60,000 annually, ($120,000 total for two years). Compensation to the CONSULTANT shall be per the attached fee schedule, not to exceed $95 per hour for geotechnical services or $110 per hour for plan check services as needed, for a maximum of six (6) hours per day and twelve (12) hours per week, not to exceed the annual contract amount of $60,000. Hourly billing rate is inclusive of all services, including but not limited to, mileage, overhead, supplies, and all internal discussions among the CONSULTANT'S staff. Review work shall be performed at the designated location within City Hall, unless otherwise specified by the City Engineer. CONSULTANT shall provide detail invoices that include the project names, file numbers and hours spent on each project. In the event the CONSULTANT is requested to provide additional services to other Development Services Divisions or Departments, separate detailed invoices shall be submitted.

   Billing shall not include travel time. No work shall be performed by CONSULTANT in excess of the total contract price without prior written approval of the City Engineer.

   CONSULTANT shall provide a bi-weekly invoice which shall include all charges to date and the remaining contract balance.

8. **NO CONFLICT OF INTEREST.** CONSULTANT shall not perform geotechnical or civil engineering design services in connection with any private project within the City of Oceanside unless such services are performed pursuant to the Scope of Work defined in this agreement or unless the City Engineer has given prior written authorization.

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 City Engineer.

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. **TERM OF AGREEMENT.** This Agreement shall take effect on the date approved by Council and be valid for a period of two (2) years. Three (3), one-year extensions may be granted, based upon acceptable performance, for a total of five (5) years.

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.

Geotechnical Review and Plan Check Services

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 _____, 2008.

GEOPACIFICA, INCORPORATED

By: _____
James F. Knowlton, President

33-0207383
Employer ID No.

CITY OF OCEANSIDE

By: _____
Peter A. Weiss, City Manager

APPROVED AS TO FORM:

_____, DCA
City Attorney

NOTARY ACKNOWLEDGMENTS OF CONSULTANT MUST BE ATTACHED.

(Revised 3-2005)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California
County of San Diego

On October 29, 2008 (Date) before me, Elizabeth S. Hedrick Notary Public (Here Insert Name and Title of the Officer),

personally appeared James F. Knowlton (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/the~~y executed the same in his/~~her/the~~ir 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.

ELIZABETH S. HEDRICK
Commission # 1590011
Notary Public — California
San Diego County
My Comm. Expires Jul 1, 2009

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 Elizabeth S. Hedrick (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: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
☐ Individual
☐ Corporate Officer — Title(s): _____
☐ 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: _____
☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: _____

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