



DATE: June 17, 2009

TO: Chairman and Members, Community Development Commission

FROM: Economic and Community Development Department

SUBJECT: **AMENDMENT 3 IN THE AMOUNT OF \$17,500 TO THE PROFESSIONAL SERVICES AGREEMENT WITH PROJECT DESIGN CONSULTANTS FOR ADDITIONAL ENGINEERING RELATED TO THE STORM DRAIN AND MYERS STREET IMPROVEMENTS PROJECT**

SYNOPSIS

Staff recommends that the Community Development Commission approve Amendment 3 in the amount of \$17,500 to the professional services agreement with Project Design Consultants (PDC) of San Diego for additional engineering services related to the Storm Drain and Myers Street Improvements Project; and authorize the Executive Director to sign the amendment.

BACKGROUND

Prior to 2003, the Public Works Department had contracted with PDC to prepare a drainage study for the general downtown area. In December 2003, PDC updated that report providing the City with an analysis of the existing Pier View Way storm drain system with recommended storm drain maintenance and water quality improvements for the system. These improvements were to increase the currently undersized 18-inch reinforced concrete pipe storm drain from Pier View Way to the beach; alleviate existing ponding and flooding on Myers Street and Pacific Street; provide 100-year storm flow capacity for future projects; provide future downtown developments access to an adequately sized underground storm drain system; and to lower the pollutant levels associated with storm water runoff. The study area is bounded by the railroad tracks to the east, Civic Center Drive to the north, Seagaze Drive to the south and the Pacific Ocean on the west.

In August 2006, a professional services agreement was signed between the City of Oceanside and PDC for \$24,800. This agreement did not require City Council approval as the amount was under \$25,000. The scope of work for this agreement included the preparation of the initial concept plans which included replacing the existing 18-inch reinforced concrete pipe in Pacific Street and Pier View Way. Additional street improvements were necessary to improve the drainage characteristics of Myers Street between Pier View Way and Seagaze Drive. The Myers Street improvements consist of

street improvements to facilitate minor grading changes, a street widening, and new storm drain inlets.

In order to complete the conceptual storm drain report and plans a Change Order 1 for additional field surveys and utility research was received in the amount of \$24,600. Technically this would have been Amendment 1 to the PSA for the Storm Drain Project. Since the total amount was under \$50,000, this change order did not require City Council approval, and was signed by the City Manager.

In February 2007, the Community Development Commission approved a Regular Coastal Permit for the conceptual Storm Drain Project. In June 2007, the Community Development Commission approved Amendment 2 to the professional services agreement with PDC in the amount of \$112,000 for preparation of construction drawings, design of construction and improvement plans, coordination of meetings and project management for the Storm Drain and Myers Street Improvements Project.

Due to the age of the street and underground facilities in the downtown it was determined that additional potholing was necessary to locate underground facilities within several streets in the downtown; therefore, the City requested that PDC prepare an exhibit to identify the location of underground facilities in the downtown. Therefore, an additional Change Order was received to prepare an exhibit for additional potholing services in the amount of \$16,500. However, this work was not included in the initial agreement since it included work beyond the scope of work for the Storm Drain Project; therefore it was approved under a new professional services agreement.

Two other change orders from PDC (#3 and #5) were also processed separately because they were not related to the Storm Drain Project. In August 2007, Change Order 3 in the amount of \$18,000 was approved as a separate professional services agreement for a Water Study for Nine Downtown Blocks. In October 2007, Change Order 5 was received from PDC to perform a field survey and to prepare an exhibit required to move the Top Gun House that included a plan and profile of the existing overhead utility lines for \$3,500.

Finally in April 2009, staff received Change Order 6 related to additional engineering services for the completion of the construction documents for the Storm Drain Project, in the amount of \$17,500. After this final change order the City will have sufficient documents necessary to go out to bid for the construction of the Storm Drain and Myers Street Improvements Project. The total cost after this amendment for the Storm Drain project is \$178,900.

History of PDC Agreements and Change Orders:

Aug. 2006	PSA for Storm Drain & Myers Street Improvements	\$ 24,800
Jan. 2007	C/O #1 (Amendment 1) Storm Drain Improvements	24,600
June 2007	C/O #2 (Amendment 2) Storm Drain Improvements	112,000
Aug. 2007	C/O #3 Separate PSA for Water Study	18,000

Oct. 2007	C/O #4 Separate PSA Exhibit for potholing	16,500
Oct. 2007	C/O #5 Survey/exhibit re: the Top Gun	3,500
June 2007	C/O #6 (Amendment 3) Additional Engineering	<u>17,500</u>
	Total	\$ 216,900

ANALYSIS

The storm drain system in this area of the downtown is old and in need of replacement. The streets tend to flood on a regular basis during the rainy season and to alleviate future flooding problems it is imperative that the storm drain system be replaced.

The consultant prepared the initial concept plans for this project and this firm has been utilized for many other civil engineering projects. Due to the fact that PDC performed the topography and engineering for much of the downtown, staff believed that using PDC was far more efficient than starting over with a new civil engineer for some of these smaller tasks. Because the City of Oceanside is considered one account with PDC, as the City added additional work, PDC wrote them up as subsequent change orders, even though they were separate unrelated tasks.

FISCAL IMPACT

The total paid to date to PDC is \$116,919.13. The consultant is paid from the Redevelopment Drainage Improvement account (591-818885), which has a current balance of \$2,300,000.

INSURANCE REQUIREMENTS

The City's standard insurance requirements will be met.

COMMISSION OR COMMITTEE REPORT

The Redevelopment Advisory Committee will review this staff report at its June 10, 2009, meeting. Any recommendations will be presented to the Commission in writing prior to the Commission meeting.

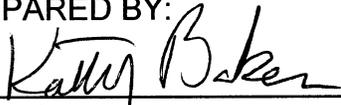
CITY ATTORNEY'S ANALYSIS

The referenced documents have been reviewed by the City Attorney and approved as to form.

RECOMMENDATION

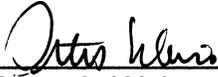
Staff recommends that the Community Development Commission approve Amendment 3 in the amount of \$17,500 to the professional services agreement with Project Design Consultants of San Diego for additional engineering related to the Storm Drain and Myers Street Improvements Project; and authorize the Executive Director to sign the amendment.

PREPARED BY:



Kathy Baker
Redevelopment Manager

SUBMITTED BY:



Peter A. Weiss
City Manager

REVIEWED BY:

Michelle Skaggs Lawrence, Deputy City Manager

Jane McVey, Economic and Community Development Director



MS
JMc

Attachments:

1. Amendment 3

CITY OF OCEANSIDE

AMENDMENT NO. 3 TO
PROFESSIONAL SERVICES AGREEMENT

PROJECT: STORM DRAIN AND STREET IMPROVEMENTS - LINE 25B

THIS AMENDMENT 3 TO PROFESSIONAL SERVICES AGREEMENT (hereinafter "Amendment") is made and entered into this _____ day of June, 2009 by and between the CITY OF OCEANSIDE COMMUNITY DEVELOPMENT COMMISSION, a municipal corporation, hereinafter designated as "COMMISSION", and PROJECT DESIGN CONSULTANTS, hereinafter designated as "CONSULTANT."

RECITALS

WHEREAS, COMMISSION and CONSULTANT are the parties to that certain Professional Services Agreement dated August 30, 2006, hereinafter referred to as the "Agreement", wherein CONSULTANT agreed to provide certain services to the COMMISSION as set forth therein;

WHEREAS, the parties desire to amend the Agreement to provide for changes and/or modifications to Section 1, Scope of Work and Section 7, Compensation.

AMENDMENT

NOW, THEREFORE, as set forth herein, the parties hereto do mutually agree that the Agreement shall be amended as follows:

1. Section 1, Scope of Work, shall be amended to reflect the revised scope of work as set forth in Exhibit "A" which is incorporated by reference."
2. Section 7, Compensation, shall be amended to increase the contract amount stated in Section 7 of the Agreement by \$17,500 and to reflect that all work performed in accordance with the Agreement dated August 30, 2006, shall not exceed the total contract price of \$178,900.
3. Except as expressly set forth in this Amendment No.1, the Agreement shall remain in full force and effect and is hereby ratified and reaffirmed.

SIGNATURES. The individuals executing this Amendment represent and warrant that they have the right, power, legal capacity and authority to enter into and to execute this Amendment on behalf of the respective legal entities of the CONSULTANT and the COMMISSION.

IN WITNESS WHEREOF the parties hereto being duly authorized on behalf of their respective entities to execute this Amendment, do hereby agree to the covenants contained in the Agreement, including this Amendment and have caused this Amendment to be executed by setting hereunto their signatures this _____ day of June, 2009.

PROJECT DESIGN CONSULTANT

CITY OF OCEANSIDE
COMMUNITY DEVELOPMENT
COMMISSION

By: 
Lisa Leweck, Vice President

By: _____
Peter Weiss
Executive Director

95-3031092
Employer ID No.

APPROVED AS TO FORM:


General Counsel

NOTARY ACKNOWLEDGMENTS OF CONSULTANT MUST BE ATTACHED.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of SAN DIEGO }

On 6/3/09 before me, ANGELA R. WILLIAMS, NOTARY PUBLIC
Date Here Insert Name and Title of the Officer

personally appeared LISA LEWECK
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.



Place Notary Seal Above

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 Angela Williams
Signature of Notary Public

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: _____

RIGHT THUMBPRINT OF SIGNER

Top of thumb here

Signer Is Representing: _____

Signer's Name: _____

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

RIGHT THUMBPRINT OF SIGNER

Top of thumb here

Signer Is Representing: _____