ITEM NO. 19

STAFF REPORT

CITY OF OCEANSIDE

DATE: June 7, 2006

TO: Honorable Mayor and City Councilmembers

FROM: Public Works Department

SUBJECT: **APPROVAL OF A PROFESSIONAL SERVICES AGREEMENT IN THE AMOUNT OF $38,700 TO GEOPACIFICA GEOTECHNICAL CONSULTANTS FOR MANCE BUCHANON (RIVER) PARK PROJECT FOR GEOTECHNICAL SERVICES, AND AUTHORIZATION FOR THE CITY MANAGER TO EXECUTE THE AGREEMENT**

SYNOPSIS

Staff recommends that the City Council approve a Professional Services Agreement in the amount of $38,700 to Geopacifica Geotechnical Consultants of Oceanside, for geotechnical observation and testing services at the Mance Buchanon (River) Park Rough Grading, Drainage and Utilities project, along the southeasterly side of the San Luis Rey River and southerly of College Boulevard, and authorize the City Manager to execute the agreement.

BACKGROUND

The proposed Mance Buchanon Park (formerly River Park) project, which consists of approximately 29 acres along the southeasterly side of the San Luis Rey River, will include five soccer fields (two of which will be lighted), perimeter walking paths, access to the San Luis Rey River bike path, an access road with a traffic signal at the intersection with College Boulevard, on-site parking, a concession building, two restroom facilities and the necessary facilities to support park operation. The Murray Bridge Middle School is being constructed on the adjacent property to the southwest.

On April 26, 2004, the City Planning Commission approved the mitigated negative declaration and conditionally approved the Development Plan and Conditional Use Permit for the River Park project. On August 4, 2004, the City Council approved the final conceptual River Park Master Plan and approved a professional services agreement with David Evans and Associates to prepare contract documents for the construction of River Park.

On January 18, 2006, the City Council approved the plans and specifications for the River Park Grading, Drainage and Utilities project and authorized the City Engineer to call for bids. On April 5, 2006, the City Council awarded a contract in the amount of

$2,986,525.37 to Sierra Pacific West, Inc., of Encinitas for the River (Mance Buchanon) Park Grading, Drainage and Utilities.

On January 26, 2006 requests for proposals for geotechnical services were sent to eight geotechnical consultants; on February 16, 2006, seven proposals were received. Staff reviewed the proposals and selected Geopacifica Geotechnical Consultants as the most experienced and knowledgeable about the soils conditions at El Corazon, which is the borrow site, and the future park site. They also had the lowest hourly rates and overall proposal cost.

During this fiscal year, the Geopacifica contracts with the City of Oceanside have totaled about $342,000, primarily for plan checking services. This professional services agreement is independent of any previous agreements with Geopacifica and only for geotechnical services related to the River Park project.

ANALYSIS

This phase of the River Park project will provide for the import of soil and the rough grading. Because this area was a former portion of the San Luis Rey River banks before the Army Corps built the levee system, it is substantially lower (about six to fifteen feet lower), than the surrounding residential area. The project will raise the site about two to ten feet in order to eliminate flooding of the proposed soccer fields and of buildings. This will require the import of about 233,000 cubic yards of soil. This soil will come from the excavation of the access road and pad for the new 2nd Senior Center at El Corazon. The demolition, grading, drainage and utility construction is expected to take about six months.

The balance of the project, through completion, is scheduled as follows:

City Council award grading contract	April	06
Begin demolition, grading and utilities	May	06
Grading and utilities completed	October	06
Begin soccer fields, buildings & access roads	November	06
Complete soccer fields, buildings and access	November	07

FISCAL IMPACT

The total geotechnical Professional Services Agreement is $38,700. The FY 2005-06 Capital Improvement Program budget includes an appropriation of $600,000 in the Drainage Program for the storm drain system and $2,970,416 in the Parks Program for the grading and utilities. The estimated total cost of the first phase of the project is $3,250,000, including construction, construction management, inspection and administrative support. Therefore, sufficient funds are available.

The estimated total cost of the second phase, which will install the landscaping, roadway, restrooms and soccer fields is $9.75 million, so the total cost for the entire River Park project will be about $12 million. Funds for the second phase are being requested in the FY 2006-07 Capital Improvement Program budget.

INSURANCE REQUIREMENTS

The City's standard insurance requirements have been met and are currently in effect.

COMMISSION/COMMITTEE REPORTS

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 the Professional Services Agreement in the amount of $38,700 to Geopacifica Geotechnical Consultants of Oceanside for geotechnical observation and testing services at the Mance Buchanon (River) Park Rough Grading, Drainage and Utilities project, along the southeasterly side of the San Luis Rey River and southerly of College Boulevard, and authorize the City Manager to execute the agreement.

PREPARED BY:

Jeanette Peck, P.E.
Project Manager

SUBMITTED BY:

Steven R. Jepsen
City Manager

REVIEWED BY:

Michelle Skaggs-Lawrence, Assistant to the City Manager

Peter A. Weiss, Public Works Director

Exhibit A

CITY OF OCEANSIDE

PROFESSIONAL SERVICES AGREEMENT

PROJECT: RIVER PARK ROUGH GRADING -598.845015

THIS AGREEMENT is made and entered into this ____ day of _____, 2006, by and between the CITY OF OCEANSIDE, a municipal corporation, hereinafter designated as "CITY", and Geopacifica Geotechnical Consultants, 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 geotechnical observation and testing services for the River Park Rough Grading, as detailed in the scope of services in Attachment A.

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 of 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, tortuous 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 $38,700.

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, which results in incidental expenses to CITY.

8. **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 100 working days.

9. **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.

10. **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.

11. **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.

12. **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 this _____ day of _____, 2004.

GEOPACIFICA GEOTECHNICAL CONSULTANTS

By: _____
Name/Title James F. Knowlton, President

By: _____
Name/Title

33-0207383
Employer ID No.

CITY OF OCEANSIDE

By: _____
Steven R. Jepsen, City Manager

APPROVED AS TO FORM:

_____, DCA
City Attorney

NOTARY ACKNOWLEDGMENTS OF CONSULTANT MUST BE ATTACHED.

I:\City Attorney\Professional Services Agreement Short Form 2005.doc

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California
County of San Diego } ss.

On 3-27-06 (Date) before me, Linda Evans, Notary Public (Name and Title of Officer (e.g., "Jane Doe, Notary Public"))

personally appeared James F. Knowlton (Name(s) of Signer(s))

X personally known to me
☐ 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.

WITNESS my hand and official seal.

Linda Evans
Signature of Notary Public

LINDA J. EVANS
Commission # 1477796
Notary Public - California
San Diego County
My Comm. Expires Mar 20, 2008

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 River Park 598.845015

Title or Type of Document: Professional Services agmt

Document Date: _____ Number of Pages: 5

Signer(s) Other Than Named Above: Steven R. Jepson

Capacity(ies) Claimed by Signer

Signer's Name: James F. Knowlton

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

Signer Is Representing: Geotechnical Consultants

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

© 1999 National Notary Association • 9350 De Soto Ave., P.O. Box 2402 • Chatsworth, CA 91313-2402 • www.nationalnotary.org Prod. No. 5907 Reorder: Call Toll-Free 1-800-876-6827

EXHIBIT A

GEOPACIFICA
GEOTECHNICAL
CONSULTANTS

February 15, 2006

Ms. Jeanette Peck
City of Oceanside
Public Works Department - CIP
300 North Coast Highway
Oceanside, California 92054

Subject: Initial Proposal/Fee Estimate to Perform Geotechnical Observation/Testing Service - Underground Utility and Drainage and Mass Grading
River Park
Oceanside, California

References: "Grading and Improvement Plans, River Park Complex, Oceanside, CA", By David Evans and Associates, dated 1-23-06

"Limited Geotechnical Study, Proposed Improvements for Murray Bridge Park, Oceanside, CA", by Kleinfelder, dated October 29, 2005

"Request for Proposal Letter, City of Oceanside", dated January 26,2006

INTRODUCTION

The purpose of this document is to provide a proposal and fee estimate to perform geotechnical observation/testing service at the subject project. The project consists placement of underground utilities(storm drain, sewer and water) and rough grading at River Park, a 29 acre site along the southeasterly side of the San Luis Rey River westerly of College Boulevard.. Approximately 230,000 yards of soil will be imported from a borrow site located within the City of Oceanside El Corazon property. A geotechnical report was prepared by Kleinfelder, dated October 29, 2005 and a Geotechnical Report was prepared for the borrow site area by Geocon, Inc. for a proposed Senior Center.

EXPERIENCE

Geopacifica, Inc. has been the geotechnical consultant to the City of Oceanside Engineering Department for 20 continuous years. During that period of time our firm has performed numerous projects for the water utilities department, public works and has investigated, inspected and tested numerous CIP and public works projects. Geopacifica is very familiar with the soil conditions at the subject site and has performed several investigations at the El Corazon site as well as being the City of Oceanside administrator of

3060
INDUSTRY ST
SUITE 105
OCEANSIDE
CA 92054
TEL: 760.721.5488
FAX: 760.721.5539

the Reclamation Plan for El Corazon and has performed several investigation and project management projects for parks in the City of Oceanside, most recently, Martin Luther King Park. Our offices are on Industry Street in the City of Oceanside which enables us to respond rapidly to any requests or problems for work being performed in the city.

SCOPE OF WORK

We have reviewed the improvement plans and soils reports and we have also visited the project area.. Based on the existing site and our review of the Grading Plans, improvement plans and borrow site grading, the scope of our study will include the following tasks:

- Observe placement of, and test, backfill for underground utility trenches.
- Observe and test placement of fill at the subject site
- Observe and test the soil coming from the borrow site and observe grading at the site
- Observe and approve sources of aggregate street base.
- Observe and approve sources and types of import for the project.
- Observe preparation of, and test, street sub-grade.
- Observe placement of, and test, street base and AC pavement.
- Prepare final report of the compaction testing.

FEE ESTIMATE/SCHEDULE

Actual fee estimates and costs are determined by the contractor work schedule as well as delays encountered during contractor field operations; however, based on experience our service will be primarily provided by a field technician at a hourly billing rate of $65.00. Professional geology/engineering field service rates are $90 per hour and in the highly unlikely event that senior soil engineering service is required, that hourly rate is $120. There are no charges for vehicle usage. There are charges for use of the nuclear density gauge at $15/hr. In addition we have provide you with an estimated, not to exceed, laboratory testing fee.

GEOPACIFICA
GEOTECHNICAL
CONSULTANTS

Based upon the 110 calendar day estimate provided to us we have estimated our costs as described:

Field Technician-60days(includes part time for part of the 120 days)@$480/day		$28,800.00
Senior Engineer - 60 hours @ $90/hr		$5400.00
Laboratory Testing		$1500.00
Nuclear Density Gauge	100 hours @ $15/hr	$1500.00
Final Report		$3000.00
	TOTAL	$38,700.00

Our fee estimate for service at this project will be $38,700.00. The final amount will by dependent upon the contractor work schedule and delays encountered during contractor field operations. Our estimate is based upon the 120 day project schedule. We require a minimum of 24 hour notice for service to the site.

Should your have any questions, please do not hesitate to contact us.

Respectfully,

James F. Knowlton
President
RCE 55754/CEG 1045