



DATE: September 20, 2006

TO: Honorable Mayor and City Councilmembers

FROM: Public Works Department

SUBJECT: **PROFESSIONAL SERVICES AGREEMENT WITH GEOPACIFICA, INC.,
IN THE AMOUNT OF \$120,000 ANNUALLY FOR GEOTECHNICAL
REVIEW AND PLAN CHECK SERVICES FOR THE DEVELOPMENT
ENGINEERING DIVISION**

SYNOPSIS

Staff recommends that the City Council approve a two-year professional services agreement with Geopacifica, Inc., of Oceanside in the amount of \$120,000 annually, for geotechnical review and plan check services and authorize the City Manager to execute the agreement.

BACKGROUND

The Development Engineering Division currently uses contract services to assist City staff with geotechnical review and as-needed plan check services.

The geotechnical services include reviewing, evaluating and providing recommendations for geotechnical studies prepared by outside consultants in connection with development projects. The duties also include public assistance and information regarding geotechnical and geologic issues affecting the community; providing geotechnical support, both in the field and the office, regarding geotechnical issues during construction; and evaluation, inspection and recommendations for mining activities within the City. This specialized service has historically been contracted to local geotechnical engineering firms.

The plan check services include working with City staff to review engineering plans and reports for compliance with state, City, regional and local standards.

ANALYSIS

On July 19, 2006, the Development Engineering Division requested proposals for geotechnical and plan check services. Five proposals were received for geotechnical review and six for plan check services. These were analyzed by three independent members of City staff. Items for consideration included, but were not limited to: firm qualifications, previous similar work, ability to provide services, quality of proposal, and price. Geopacifica was identified by all three reviewers as a suitable provider of these services.

FISCAL IMPACT

The Development Engineering Division is funded by developer fees; these fees support City staff services throughout the entire development process, which in many cases extends through multiple fiscal years. The projected developer fees are sufficient to pay for these services which are included in the adopted budget.

INSURANCE REQUIREMENTS

The City's standard insurance requirements will be provided.

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 \$120,000 annually, 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:



Barry E. Martin
Interim City Manager

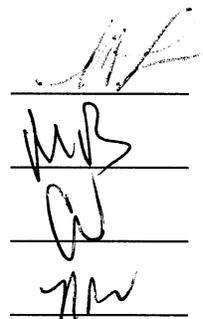
REVIEWED BY:

Michelle Skaggs Lawrence, Assistant to the City Manager

Mike Blessing, Deputy City Manager/Community Development

Peter Weiss, Public Works Director

Nita McKay, Financial Services Director



Attachments:

Exhibit A – Request for Proposal Review

Exhibit A

Results of Proposal Analysis

GEOTECHNICAL REVIEW SERVICES

Request for Proposal	Total Rating (300 possible)
Geopacifica, Inc.	256
Taylor Group, Inc.	254
Vinje & Middleton Engineering, Inc.	247
Ninyo & Moore	244
Zeiser Kling Consultants, Inc.	239
Geotek, Inc.	No Response
Geocon	No Response
Leighton Group, Inc.	No Response

PLAN CHECK SERVICES

Request for Proposal	Total Rating (300 possible)
Harris & Associates	261
Geopacifica, Inc.	259
Rick Engineering Company	230
Taylor Group, Inc.	224
Infrastructure Engineering Corporation	218
Tait Consulting, Inc.	211
May Group Inc	No Response
Buccola Engineering	No Response

CITY OF OCEANSIDE

PROFESSIONAL SERVICES AGREEMENT

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

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, 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

Geotechnical Review and Plan Check Services

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

<u>Automobile Liability Insurance</u>	\$ 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

Geotechnical Review and Plan Check Services

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

Geotechnical Review and Plan Check Services

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 \$120,000 per year. 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 eight (8) hours per day and twenty-four (24) hours per week. 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.

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

Geotechnical Review and Plan Check Services

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.

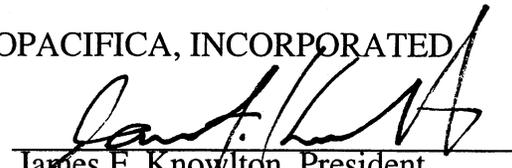
Should any provision herein be found or deemed to be invalid, the Agreement shall be construed as not containing such provision, and all other provisions, which are otherwise lawful, shall remain in full force and effect, and to this end the provisions of this Agreement are severable.

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.

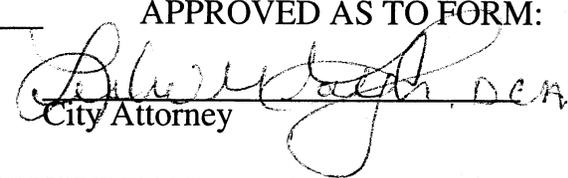
14. **SIGNATURES.** The individuals executing this Agreement represent and warrant that they have the right, power, legal capacity and authority to enter into and to execute this Agreement on behalf of the respective legal entities of the CONSULTANT and the CITY.

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 _____, 2006.

GEOPACIFICA, INCORPORATED
By: 
James F. Knowlton, President

CITY OF OCEANSIDE
By: _____
Barry Martin, City Manager

33-0207383
Employer ID No.

APPROVED AS TO FORM:

City Attorney

NOTARY ACKNOWLEDGMENTS OF CONSULTANT MUST BE ATTACHED.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

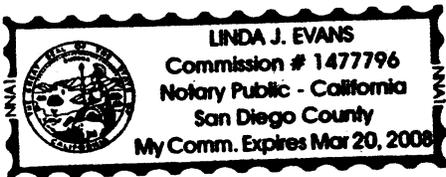
State of California

County of San Diego

On 8-30-06 before me, Linda J. Evans, Notary Public
Date Name and Title of Officer (e.g., Jane Doe, Notary Public)

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

- personally known to me
 (or 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.

Place Notary Seal Above

Linda J. Evans, Notary Public
Signature of Notary Public

OPTIONAL

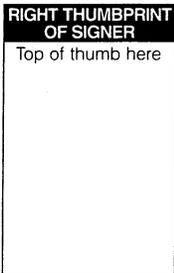
Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document 101-414700 & 414705
 Title or Type of Document: Professional Services Agreement
Electrical Review and Punchlist Services
 Document Date: 8-30-06 Number of Pages: 6

Signer(s) Other Than Named Above: Barry Martin, Interim City Manager

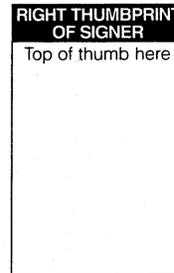
Capacity(ies) Claimed by Signer(s)

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



Signer Is Representing: Procapco, Inc.

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



Signer Is Representing: _____

SCHEDULE OF FEES – 2006

<u>PERSONNEL</u>	<u>Per Hour</u>
Word Processor/Computer Operator	\$ 35.00
Draftsperson	\$ 40.00
Field/Laboratory Technician/Construction Inspector	\$ 65.00
Staff Engineer/Geologist	\$ 75.00
Senior Geologist/Geotechnical Review	\$ 95.00
Senior Engineer/Plan Check	\$110.00
Principal Engineer/Geologist	\$180.00

The minimum charge for field inspection time is two hours. Overtime for field technician personnel is charged at one and one-half times the hourly rate.

Expert witness investigation and court preparation time are charged at applicable hourly rates. Expert witness testimony is charged at \$1,500.00 per day with a minimum charge of one-half day.

EQUIPMENT

Travel mileage	\$00.45 per mile
Refraction Seismograph	\$15.00 per hour
Inclinometer	\$15.00 per hour
Nuclear Density Gauge	\$15.00 per hour

OUTSIDE SERVICES

Outside services are charged at cost plus 15%. Typical outside services includes heavy equipment rental, printing and photographs, special insurance, travel and transportation subsistence, and long distance communications.

<u>LABORATORY CHARGES</u>	<u>Unit Price</u>
Moisture Content	\$ 5.00
Moisture Content and Dry Density	\$ 10.00
Maximum Dry Density (Compaction)	\$100.00
Specific Gravity	\$ 50.00
Sieve Analysis	\$ 50.00
Sieve and Hydrometer Analysis	\$ 85.00
Atterberg Limits	\$ 50.00
Shrinkage Limit	\$ 45.00
Sand Equivalent	\$ 10.00
Expansion	\$125.00
Unconfined Compression	\$ 75.00
Direct Shear	\$100.00
Residual Direct Shear	\$350.00
Consolidation	\$100.00
Time-Rate Consolidation (per load increment)	\$ 60.00
Permeability (Constant Head)	\$150.00

INVOICES: Invoices are payable thirty (30) days from presentation.