

STAFF REPORT



CITY OF OCEANSIDE

DATE: December 14, 2011

TO: Honorable Mayor and City Council Members

FROM: Water Utilities Department

SUBJECT: **PROFESSIONAL SERVICES AGREEMENT WITH GEOSCIENCE SUPPORT SERVICES INCORPORATED FOR GEOHYDROLOGIC SERVICES RELATED TO EVALUATION OF IMPACT TO MISSION BASIN FROM EXTRACTATIONS**

SYNOPSIS

Staff and the Utilities Commission recommend that the City Council approve a professional services agreement with Geoscience Support Services, Incorporated, of Claremont in the amount of \$14,900 for geohydrologic services related to the evaluation of the impact to the Mission Basin from extractions by others, and authorize the City Manager to execute the agreement (Exhibit A).

BACKGROUND

There are a number of wells within the Mission Basin not owned by the City of Oceanside. It is necessary to conduct an evaluation of the Mission Basin to determine the potential depletion of groundwater supply within the Mission Basin from operation of these non-City-owned wells and to protect the City's water rights.

ANALYSIS

Staff selected Geoscience Support Services Incorporated for the evaluation because they are in a position to ascertain the information necessary to conduct the evaluation due to the many studies they have done regarding the Mission Basin, and because they have water models for the Mission Basin.

The feasibility of seawater desalination in the Mission Narrows project recently approved by Council is being conducted by Geoscience; therefore, this agreement is being brought forward for Council approval since the cumulative total for Geoscience's projects is over \$50,000.

FISCAL IMPACT

The Fiscal Year 11-12 adopted budget for the Miscellaneous Water Projects fund (908824000712.5305.10100) has an available balance of \$170,448. The Professional Services Agreement is in the amount of \$19,110; therefore, adequate funds are available for the project.

INSURANCE REQUIREMENTS

The City's standard insurance requirements will be met.

COMMISSION OR COMMITTEE REPORT

The Utilities Commission unanimously approved staff's recommendation at its regularly scheduled meeting on November 15, 2011.

CITY ATTORNEY'S ANALYSIS

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

RECOMMENDATIONS

Staff and the Utilities Commission recommend that the City Council approve a professional services agreement with Geoscience Support Services, Incorporated, of Claremont in the amount of \$14,900 for geohydrologic services related to the evaluation of the impact to the Mission Basin from extractions by others, and authorize the City Manager to execute the agreement.

PREPARED BY:



Greg Blakely
Administration Manager

SUBMITTED BY:



Peter A. Weiss
City Manager

REVIEWED BY:

Michelle Skaggs-Lawrence, Deputy City Manager

Cari Dale, Water Utilities Director

Teri Ferro, Financial Services Director







- Exhibit A: Site Map
- Exhibit B: Professional Services Agreement

CITY OF OCEANSIDE

PROFESSIONAL SERVICES AGREEMENT

**PROJECT: GEOHYDROLOGIC SERVICES RELATED TO EVALUATION OF
IMPACT TO MISSION BASIN FROM EXTRACTIONS -
908742600712**

THIS AGREEMENT, dated _____, 2011 for identification purposes, is made and entered into by and between the CITY OF OCEANSIDE, a municipal corporation, hereinafter designated as "CITY", and GEOSCIENCE SUPPORT SERVICES INCORPORATED, hereinafter designated as "CONSULTANT."

NOW THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. **SCOPE OF WORK.** The CONSULTANT desires to provide geohydrologic services related to the evaluation of impact to the Mission Basin from extractions and is more particularly described in the CONSULTANT's proposal dated October 3, 2011, attached hereto and incorporated herein as Exhibit 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. 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

GEOHYDROLOGIC SERVICES RELATED TO EVALUATION OF
IMPACT TO MISSION BASIN FROM EXTRACTIONS – 908742600712

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 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 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, 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 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

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IMPACT TO MISSION BASIN FROM EXTRACTIONS – 908742600712

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 14,900.

No work shall be performed by CONSULTANT in excess of the total contract price without prior written approval of the CITY. CONSULTANT shall obtain approval by the CITY prior to performing any work that 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 CITY within 30 calendar 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.

GEOHYDROLOGIC SERVICES RELATED TO EVALUATION OF
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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. **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.
13. **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 on the dates set forth below.

GEOSCIENCE SUPPORT
SERVICES INCORPORATED

CITY OF OCEANSIDE

By:  By: _____
Name/Title Dennis Williams/President City Manager

By:  APPROVED AS TO FORM:
Name/Title Meridee Williams/CFO

 ASST.
City Attorney

95-3200498

Employer ID No.

NOTARY ACKNOWLEDGMENTS OF CONSULTANT MUST BE ATTACHED.

CALIFORNIA JURAT WITH AFFIANT STATEMENT

- See Attached Document (Notary to cross out lines 1-6 below)
 See Statement Below (Lines 1-6 to be completed only by document signer[s], *not* Notary)

1 _____
2 _____
3 _____
4 _____
5 _____
6 _____

Signature of Document Signer No. 1 _____ Signature of Document Signer No. 2 (if any) _____

State of California
County of Los Angeles

Subscribed and sworn to (or affirmed) before me
on this 2 day of November, 2011,
by _____
Date Month Year
(1) Meridee Elizabeth Williams,
Name of Signer

proved to me on the basis of satisfactory evidence
to be the person who appeared before me (.)

(and

(2) Dennis Edgar Williams,
Name of Signer

proved to me on the basis of satisfactory evidence
to be the person who appeared before me.)

Signature Tanisha M. Triche-Chapman
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.

Further Description of Any Attached Document

Title or Type of Document: City of Oceanside Prof. Services Agreement
Document Date: N/A Number of Pages: Five

Signer(s) Other Than Named Above: _____

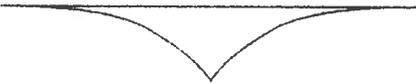
RIGHT THUMBPRINT
OF SIGNER #1

Top of thumb here

RIGHT THUMBPRINT
OF SIGNER #2

Top of thumb here

GEOSCIENCE



October 3, 2011

Mr. Greg Blakely
Administration Manager
City of Oceanside
300 North Coast Highway
Oceanside, CA 92054

Subject: Proposal to Provide Professional Geohydrologic Services Related to Evaluation of Impact to Mission Basin from Extractions - 908742600712

Dear Greg:

As per your request, GEOSCIENCE is pleased to provide you with this proposal to provide professional services related to the evaluation of potential depletion of ground water supply within Mission Basin from operation of wells not owned by the City. Our scope of work includes the following tasks:

1.1 Data Collection and Review

Available driller's logs for wells in the immediate vicinity of the Morro Hills area (project area) will be acquired and reviewed in an effort to determine the location of wells, lithology, historical ground water levels, and historical production capability. These logs will be requested from the California Department of Water Resources by submitting a Well Completion Report Release Agreement for a study conducted by a government agency or authorized agent. Geohydrologic databases maintained by the United States Geological Survey, the California Department of Water Resources, and the California Geological Survey will also be queried for pertinent information. Additionally, historical water usage records will be obtained from the City to assist with estimation of the proportion of local ground water utilized in the project area.

1.2 Preparation of Geohydrologic Cross-Sections and Ground Water Flow Maps

Utilizing the data collected from Task 1.1, geohydrologic cross-sections will be constructed through the project area in order to better visualize the geologic relationships that influence ground water flow. Should the available data be sufficient, a ground water elevation map will developed to evaluate the direction of ground water flow.

GEOSCIENCE SUPPORT SERVICES INCORPORATED

Ground Water Resources Development

P.O. Box 220, Claremont, CA 91711

T 909-451-6650

F 909-451-6638

1.3 Estimation of Ground Water Usage and Depletion of Recharge to Mission Basin

Based on the irrigated area, and estimates of evapotranspiration from the California Irrigation Management Information System (CIMIS), the volume of water required to effectively irrigate the area, and the volume of water recharging the ground water system (i.e., return flow) will be calculated. This information, in combination with the volume of water utilized by the area in question for activities other than irrigation, and the volume of water utilized that is served by the City of Oceanside, will be used to prepare estimates of the net volume of ground water extracted from the ground water system that may otherwise have recharged Mission Basin.

1.4 Reporting

The results of the evaluation will be presented to the City in the form of a brief letter report. The report will be inclusive of analyses, conclusions, recommendations, and supporting data.

Our proposal contains a not-to-exceed cost estimate of \$14,900 (see attached table) for geohydrologic consulting services. Thank you for the opportunity to submit this proposal to provide ground water consulting services in support of the City's goals. If you have any questions or comments, please do not hesitate to call me at your convenience.

Sincerely,



Dennis E. Williams, Ph.D.
President

**Proposal to Provide Professional Geohydrologic Services Related to Evaluation
of Impact to Mission Basin from Extractions - 908742600712**

Task Description	HOURLY RATES						Clerical	Labor	Reimbursable Expenses ¹	Total Cost					
	Principal Hydrologist	Senior Geohydrologist	Project Geohydrologist	Staff Geohydrologist	Technical Illustrator										
<i>Hourly Rate:</i>	\$260	\$180	\$150	\$115	\$100	\$75									
1.1 Data Collection and Review		4		4	4		\$ 1,580	\$ 100	\$ 1,680						
1.2 Prepare Geohydrologic Cross-Sections and Ground Water Flow Maps	1	8		24	6		\$ 5,060	\$ -	\$ 5,060						
1.3 Estimate Ground Water Usage for Irrigation. Calculate Return Flow and Potential Depletion of Recharge to Mission Basin	1	8	8	8	4		\$ 4,220	\$ -	\$ 4,220						
1.4 Prepare Summary Letter Report, Including Analysis, Conclusions, and Recommendations	1	8		16	4		\$ 3,940	\$ -	\$ 3,940						
TOTAL HOURS AND COST:							3	28	8	52	18	0	\$ 14,800	\$ 100	\$ 14,900

