ITEM NO. 9

STAFF REPORT

CITY OF OCEANSIDE

DATE: August 7, 2013

TO: Honorable Mayor and City Councilmembers

FROM: Property Management

SUBJECT: **APPROVAL OF A PROFESSIONAL SERVICES AGREEMENT WITH GEOPACIFICA, INC. FOR BACKFILL COMPACTION TESTING, ENGINEERING AND GEOLOGICAL INSPECTIONS FOR THE EL CORAZON TEMPORARY ATHLETIC FIELDS AND ASSOCIATED IMPROVEMENTS**

SYNOPSIS

Staff recommends that the City Council approve a professional services agreement with Geopacifica, Inc., of Oceanside, in the amount of $128,800 for backfill compaction testing, engineering, and geological inspections for the El Corazon temporary athletic fields and associated improvements located at El Corazon; approve a budget appropriation in the amount of $128,800 from General Capital Fund 501 Assigned El Corazon Account to the Silica Reclamation Fund Expenditure Account; and authorize the City Manager to execute the agreement.

BACKGROUND

On June 26, 2013, City Council approved a grading contract with Bonsall Petroleum Construction to grade a pad for the development of the El Corazon temporary athletic fields ("Project") located at El Corazon. The City of Oceanside ("City") anticipates the grading contract to commence mid-August.

ANALYSIS

Throughout the duration of the Project, geotechnical testing and inspections must occur. Geopacifica, Inc. ("Consultant") will conduct the geotechnical testing and inspections for the duration of the Project, as well as prepare and provide the Storm Water Prevention Plan ("SWPPP"). The Consultant will verify the excavations, confirm conformance to the grading plan, City requirements, of the recommendations of the geotechnical report, and test the compaction (90% relative compaction) for fill material placed on site. Consultant will also perform laboratory testing of the onsite soils material.

FISCAL IMPACT

The $128,800 for the contract with the Consultant will be funded from the General Capital Fund 501 Assigned El Corazon account (501.3020.0189) leaving a remaining balance of $270,223.80. Staff requests approval to appropriate the funds to the (912880500501.5305.10600) account to pay for Consultants contract.

COMMISSION OR COMMITTEE REPORT

Does not apply.

CITY ATTORNEY 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 professional services agreement with Geopacifica, Inc., of Oceanside, in the amount of $128,800 for backfill compaction testing, engineering, and geological inspections for the El Corazon temporary athletic fields and associated improvements located at El Corazon; approve a budget appropriation in the amount of $128,800 from General Capital Fund 501 Assigned El Corazon Account to the Silica Reclamation Fund Expenditure Account; and authorize the City Manager to execute the agreement.

PREPARED BY:

Curtis M. Jackson
Property Agent

SUBMITTED BY:

Peter A. Weiss
City Manager

REVIEWED BY:

Michelle Skaggs Lawrence, Deputy City Manager

Douglas Eddow, Real Estate Manager

Michael Blazenski, Interim Financial Services Director

Attachments:

1) Professional Services Agreement

CITY OF OCEANSIDE

PROFESSIONAL SERVICES AGREEMENT

PROJECT: EL CORAZON BACKFILL COMPACTION TESTING, ENGINEERING AND GEOTECHNICAL INSPECTIONS FOR SOCCER FIELD GRADING

THIS AGREEMENT, dated August 7, 2013 for identification purposes, is made and entered into by and between the CITY OF OCEANSIDE, a municipal corporation, hereinafter designated as "CITY", and GEOPACIFICA, INC., a California corporation, hereinafter designated as "CONSULTANT."

NOW THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. **SCOPE OF WORK.** The project is more particularly described as follows:

   CONSULTANT shall provide the CITY with the following services: perform backfill compaction testing, engineering and geological inspections for the grading of the El Corazon Soccer Fields and associated improvements. The specific manner in which the services are to be performed is described in Attachment "A", which is incorporated herein by reference

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 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 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 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 **One Hundred Twenty Eight Thousand Eight Hundred Dollars $128,800.**

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 **two (2)-years**.

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. **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.

GEOPACIFICA, INC	CITY OF OCEANSIDE
By: President Name/Title	By: City Manager
By: James Knowlton, President Name/Title	APPROVED AS TO FORM: City Attorney
Employer ID No.	

NOTARY ACKNOWLEDGMENTS OF CONSULTANT MUST BE ATTACHED.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

State of California)
County of San Diego)SS.

On 7/30/13 (Date) before me, Curtis Jackson, Notary Public (Name and Title of Officer (e.g. "Jane Doe, Notary Public")),

personally appeared James Knoulton (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.

CURTIS MYLES JACKSON
Commission # 1999593
Notary Public - California
San Diego County
My Comm. Expires Dec 1, 2016

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 of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable for 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

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

Exhibit “A”

GEOPACIFICA
GEOTECHNICAL
CONSULTANTS

July 9, 2013

City of Oceanside
300 North Coast Highway
Oceanside, CA 92054

Attention: Curtis Jackson, Property Management

Subject: Proposal for Geotechnical Services – Compaction Testing/Observation and SWPPP Preparation, QSP Inspection Services, Rain Event Monitoring and Quarterly and Annual Reporting El Corazon Soccer Fields and Improvements, Oceanside, California

Dear Mr. Jackson:

In response to your request I have prepared this proposal to perform backfill compaction testing, engineering and geologic inspections for the grading of the El Corazon Soccer Fields and associated improvements. In addition, I am also presenting our proposal to prepare the Storm Water Prevention Plan(SWPPP) and perform all Storm Water Inspection Services required by the Construction General Permit during the grading and construction of improvements for the proposed Soccer Fields at the El Corazon site. Our scope of services for geotechnical testing and inspection would be to verify the excavations, confirm conformance to the grading plan, City of Oceanside requirements and the requirements of the recommendations or our geotechnical report and to test the compaction (90% relative compaction) for fill placed. We would also perform laboratory testing of the onsite soils. We estimate that the project grading, being performed by Bonsall Petroleum, will take approximately 9 months. We anticipate during that time our work will average ½ time work by our field technician and a varied amount of inspection time by a certified engineering geologist or registered civil engineer.

We estimate that a technician will be required for compaction testing for approximately 720 hours for the grading and 40 hours for base paving testing. Laboratory testing will be performed on the onsite soils. Supervision and inspection of the fill keys, removals and cut slopes will be performed by licensed staff. Daily reports will be prepared for every visit. Our rate for a soils technician includes mileage. Our nuclear density gauge will be charged on an hourly basis and will be based on usage.

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

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Geopacifica, Inc.

We estimate the following costs for the grading of the soccer fields project:

Grading – Testing and Inspection

Soils Technician	760hrs@ $70/hr	$ 53,200.00
Laboratory Testing (Maximum Density, sand equivalent)		$ 2,400.00
Nuclear Density Gauge	700hrs@$15/hr	$ 10,500.00
Supervision	230hrs@$100/hr	$ 23,000.00
	Subtotal - Grading:	$ 89,100.00

SWPPP – Preparation of Storm Water Prevention Plan

A qualified SWPPP Developer(QSD) will prepare a Notice of Intent(NOI)
Development of a Risk Level Specific SWPPP
Development of the Risk Level specific Construction Site Monitoring Program(CSMP)

** Will write the SWPPP without being awarded the QSP services.

Subtotal - $3,500.00

QSP Inspection Services

A Qualified SWPPP Practitioner(QSP) will conduct weekly site inspections per the requirements of the Construction General Permit 2009-009-DWQ.
The QSP will update all SWPPP documents required under this permit.
The QSP will provide all recommendations for repair and maintenance of BMP's

Cost per week $375 Assumes 60 weeks(300 working days) $22,500.00

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Rain Event Monitoring/Sampling

The QSP will perform pre-, during and post-rain event inspections as required
Rain events are defined by the permit
The QSP will collect and document samples as specified in the permit
The QSP will prepare a Rain Event Action Plan(REAP) for all RL2 and RLE events

Cost per Event $800.00 Assumes 8 Rain Events $6,400.00

Quarterly Inspection

A QSP will inspect each drainage area for the presence of non-storm water discharges
Per the permit

Cost per Quarter $500.00 Assumes 5 quarterly Reports $2,500.00

Annual Report

The annual report is a synopsis of the entire year's compliance activities. We will Compile all of the required "back-up" for this report, complete the forms in SMARTS, and will submit all of the required PRD's.
The QSP will provide hard and electronic copies of the report including supporting documentation.
The annual report is required on September 1st(July –June) and to file a projects NOT

Cost per Report $1,900.00 Assumes 2 Reports $3,800.00

Notice of Termination

A Qualified SWPPP Developer will electronically file a Notice of Termination including a final site map a New Re-development Performance Standard Worksheet and finalized photos when the construction project is deemed complete. Post-construction final walk through with the owner.

Notice of Termination $1,000.00

Subtotal - Stormwater Services $39,700.00

TOTAL – Stormwater Services And Grading $128,800.00

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CONSULTANTS

We propose to perform the requested services for a total of $128,800.00. We would not exceed that amount unless the scope of services changed and only upon written authorization. A field technician and registered will be assigned to your project and that same technician and engineer would remain on the project until completion. The field technician, registered and stormwater personnel that will be assigned have extensive experience in both construction observation and compaction testing and also has performed work on other projects for the City of Oceanside.

If you have any questions, please call me at (760)802-7560.

Sincerely,

James F. Knowlton

James F. Knowlton
President