

STAFF REPORT



ITEM NO. 5
CITY OF OCEANSIDE

DATE: December 4, 2013

TO: Honorable Mayor and City Councilmembers

FROM: Development Services Department

SUBJECT: **AMENDMENT 2 TO THE PROFESSIONAL SERVICES AGREEMENT WITH PROJECT PARTNERS INCORPORATED FOR BUILDING INSPECTOR SERVICES**

SYNOPSIS

Staff recommends that the City Council approve Amendment 2 in the amount of \$98,000 to the professional services agreement with Project Partners Inc., for contract building inspector services, and authorize the City Manager to execute the amendment.

BACKGROUND

In November 2012, the City entered into a professional services agreement (Attachment 1) with Project Partners Inc., in the amount of \$24,500 to provide a contract Building Inspector I due to the increased volume of building inspection workload. The initial funding for the contract building inspector was derived from the FY12-13 approved budget for Building Division contractual services. The high volume of building inspection workload continued the need for the contract building inspector position and in March 2013, City Council approved Amendment I (Attachment 2) to the agreement in the amount of \$57,000 which was offset by increased revenues.

ANALYSIS

Staff is recommending the continued use of the contract Building Inspector I to perform inspections on permitted construction projects and for mobile home park inspections. This approach will allow for the City to be responsive to inspection requests for permitted construction projects and to perform the mobile home park inspections required by the State.

The use of the contract Building Inspector I position allows the City flexibility with staffing while growth trends in construction activity are evaluated for sustainability. The positive increases in construction activity seen over the past year have resulted in more increased revenue and corresponding workload for the Building Division.

FISCAL IMPACT

The proposed contract amount with Project Partners Inc. is \$98,000. The Building Inspections Professional Services (400401101.5305) has an approximate balance of \$104,966. Therefore, sufficient funds are available in the current budget for the recommended professional services agreement.

INSURANCE REQUIREMENTS

City's insurance requirements will be met.

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 Amendment 2 in the amount of \$98,000 to the professional services agreement with Project Partners Inc., for contract building inspector services, and authorize the City Manager to execute the amendment.

PREPARED BY:



Rick Brown, CBO
Chief Building Official

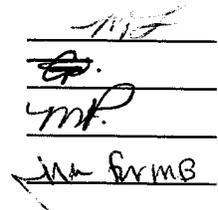
SUBMITTED BY:



Steven R. Jepsen
City Manager

REVIEWED BY:

Michelle Skaggs Lawrence, Deputy City Manager
George Buell, Development Services Director
Margery Pierce, Neighborhood Services Director
Michael Blazenski, Interim Financial Services Director



ATTACHMENTS:

- 1. Professional Services Agreement
- 2. Amendment 1
- 3. Amendment 2

CITY OF OCEANSIDE

PROFESSIONAL SERVICES AGREEMENT**PROJECT: Development Services Department Building Inspector-Part Time**

THIS AGREEMENT, dated 11-19-12, 2012, for identification purposes, is made and entered into by and between the CITY OF OCEANSIDE, a municipal corporation, hereinafter designated as "CITY", and Project Partners, Inc., hereinafter designated as "CONSULTANT."

NOW THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. **SCOPE OF WORK.** The project is more particularly described as follows:
Development Services Building Inspector, as described in Exhibit A. CONSULTANT will have the use of a City Vehicle during designated work hours.
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 Chief Building Official. 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 Chief Building Official. 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

<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.

Development Services Department Building Inspector-Part Time

- 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 (including, without limitation, California Civil Code section 2782.8), 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 CONSULTANT'S work, including 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 founded upon, resulting or arising from the conduct, tortious acts or omissions of the CONSULTANT.

Development Services Department Building Inspector-Part Time

CONSULTANT'S indemnification of CITY shall not be limited by any prior or subsequent declaration by the CONSULTANT.

7. **OWNERSHIP OF DOCUMENTS.** All plans and specifications, including details, computations and other documents, prepared or provided by the CONSULTANT under this Agreement shall be the property of the CITY. The CITY agrees to hold the CONSULTANT free and harmless from any claim arising from any use, other than the purpose intended, of the plans and specifications and all preliminary sketches, schematics, preliminary plans, architectural perspective renderings, working drawings, including details, computation and other documents, prepared or provided by the CONSULTANT. CONSULTANT may retain a copy of all material produced under this Agreement for the purpose of documenting CONSULTANT's participation in this project.
8. **COMPENSATION.** CONSULTANT'S compensation for all work performed in accordance with this Agreement, shall not exceed the total contract price of \$24,500.
 - 8.1 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.
 - 8.2 For work performed by CONSULTANT in accordance with this Agreement, CITY shall pay CONSULTANT in accordance with the schedule of billing rate of \$51.00 per hour, not to exceed 30 hours per week. No rate changes shall be made during the term of this Agreement without prior written approval of the Chief Building Official. CONSULTANT'S compensation for all work performed in accordance with this Agreement shall not exceed the total contract price of \$24,500, except as modified in writing by the CITY.
 - 8.3 CONSULTANT shall maintain accounting records including the following information:
 - 8.4 Names and titles of employees or agents, types of work performed and times and dates of all work performed in connection with this Agreement which is billed on an hourly basis.
 - 8.5 CONSULTANT'S accounting records shall be made available to the Chief Building Official for verification of billings, within a reasonable time of the Chief Building Official's request for inspection.
 - 8.6 CONSULTANT shall submit monthly invoices to CITY. CITY shall pay CONSULTANT within thirty (30) days of receipt of invoice unless rejected for cause by the Chief Building Official.

Development Services Department Building Inspector-Part Time

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 and within the timelines established through departmental policies or directives.
10. **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.
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.

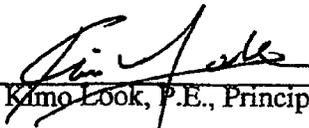
12. **AGREEMENT MODIFICATION.** This Agreement may not be modified orally or in any manner other than by an agreement in writing signed by the parties hereto.
13. **TERMINATION OF AGREEMENT.** Either party may terminate this Agreement by providing thirty (30) days written notice to the other party. If 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.
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.

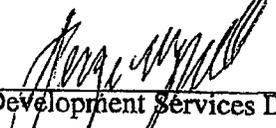
Development Services Department Building Inspector-Part Time

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.

PROJECT PARTNERS, INC.

CITY OF OCEANSIDE

By: 
Kim Look, P.E., Principal

By: 
Development Services Director

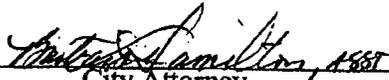
Date: 11-16-12

Date: 11/19/12

By: 
Name/Title Kim Look / Secretary

APPROVED AS TO FORM:

Date: 11-16-12


City Attorney

33-0736965
Employer ID No.

NOTARY ACKNOWLEDGMENTS OF CONSULTANT MUST BE ATTACHED.

ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of ORANGE } SS.

On 11.16.12, before me, MICHAEL CARON, Notary Public,

personally appeared KIMO LOOK, 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.

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:

[Handwritten Signature]

NOTARY'S SIGNATURE

PLACE NOTARY SEAL IN ABOVE SPACE

OPTIONAL INFORMATION

The information below is optional. However, it may prove valuable and could prevent fraudulent attachment of this form to an unauthorized document.

CAPACITY CLAIMED BY SIGNER (PRINCIPAL)

- INDIVIDUAL
- CORPORATE OFFICER _____ TITLE(S)
- PARTNER(S)
- ATTORNEY-IN-FACT
- TRUSTEE(S)
- GUARDIAN/CONSERVATOR
- OTHER: _____

DESCRIPTION OF ATTACHED DOCUMENT

PROFESSIONAL SERVICES AGREEMENT
TITLE OR TYPE OF DOCUMENT

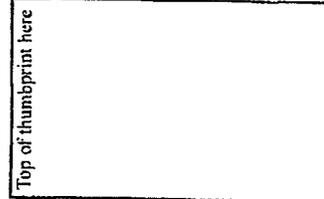
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NUMBER OF PAGES

DATE OF DOCUMENT

OTHER

SIGNER (PRINCIPAL) IS REPRESENTING:
NAME OF PERSON(S) OR ENTITY(IES)

RIGHT
THUMBPRINT
OF
SIGNER





**Project
Partners**

EXHIBIT "A"

"Partners in Building Engineering Careers and Teams"

www.projectpartners.com

Document No. 12-D0759-4

August 4, 2011

Mr. Rick Brown
City of Oceanside
300 North Coast Highway
Oceanside, CA 92054

SUBJECT: Proposal for Temporary Building Inspector I

Dear Mr. Brown;

Project Partners is pleased to submit this proposal and is excited about the opportunity to work with the City of Oceanside (City). Project Partners is a civil engineering staffing firm that specializes in providing public sector organizations with interim and permanent engineering, engineering support staff and services, particularly in the field of Public Works projects.

Proposed Building Inspector:

Project Partners is proposing to provide the City with a Building Inspector I to assist the Development Services Department with on going building plan check and inspection duties. Our proposed inspector is **Mr. Mark Williams** who has over 20 years of experience in the construction field.

SCOPE OF SERVICES

Scope of Work and services to be performed by our staff for the City of Oceanside will include, but not limited to:

- Inspection of residential and commercial buildings during all stages of construction or renovation to ascertain conformance with the Municipal or State codes and advises builder of deficiencies and required corrections;
- Investigates building construction projects for conformance to zoning provisions;
- Assists in residential plan checking;
- Investigates violations and complaints of violations;
- Confers with professionals and the general public in the field and office at the front counter;
- Explains and interprets requirements;
- Completes inspection cards and reports;
- Keeps accurate written records of activities;
- Advises contractors, builders and public on matters pertaining to requirements, easements and plot plan requirements;

23195 La Cedena Dr.
Suite 101
Laguna Hills, CA 92653

phone 949.852.9300
fax 949.852.9322

EXHIBIT "A"

Project Partners Proposal
Contract Building Inspector
Page 2 of 2

- Reviews plans for completeness and performs routine plan-check of minor structures or additions;
- Performs routine inspections and assists in more difficult inspections;
- Computes fees and issues permits;
- Stays abreast of changes in building and zoning codes.

And other as needed services as directed by the Client

HOURLY BILLING RATES AND FEES

Project Partners billing rates for the proposed Temporary Building Inspector Staff is as follows.

Classification	Hourly Billing Rate for 2012-2013
Part-Time Building inspector I	\$ 51.00
Full-Time Building inspector I	\$ 58.00

Again I would like to thank you for considering our services and should you have any questions or desire additional information, please do not hesitate to call at any time. We look forward to working with you and your staff.

Sincerely,



Kimo Look, P.E.
Project Partners



**Project
Partners**

Partners in Building Engineering Careers and Teams

EXHIBIT "A"

Summary of Qualifications

Mark Williams

Project Level

Building Inspector

Qualifications

- *Over 20 Years Experience In Building Industry*
- *Familiar With Building Codes*
- *Familiar With Oceanside Building And Building Maintenance Staff*
- *Experienced With Working With Construction Process*
- *Proven Experience In Managing Field Staff*
- *Strong Communication Skills (Written And Oral)*
- *Good Team Player*

Relevant Project Experience

- Construct model and production homes from 1,100 sq ft to semi-custom homes of 4,600 sq ft
 - Facilitate construction of model homes including multiple specification adjustments and subsequent model and sales office conversions
 - Oversee installation of off-site utilities and street improvements
 - Accountable to local government and independent inspection agencies
 - Maintain construction of 52 production homes simultaneously in 4 phases
 - Construct two separate tract products simultaneously with 4 phases in construction
 - Perform regular quality control checks on all trade work, such as straight-edge verification prior to drywall to ensure framing is within industry standards
 - Complete over 90 homes in one year
 - Coordinate subcontractor schedules for "on time" buyer move-ins
 - Responsible for installation of buyer options from extensive options program, including custom buyer options
 - Clarify and troubleshoot buyer options with design center staff to ensure buyer expectations are met
 - Assist Homebuyers and Homeowners with quality control walks and warranty issues
-

EXHIBIT "A"

Project Partners

Mark Williams

Summary of Qualifications

Page 2

- Weekly Sales meetings for progress update and address Homebuyer concerns
- Manage "per house" construction budgets
- Approval of subcontractor work progress and accounting coordination for payment
- Perform SWPPP requirements

Supervision Experience

- Oversee over 50 subcontractors throughout the home construction process
- Manage company field staff

Work History

City of Oceanside - Oceanside, California 8/08 to 1/09

Public Works Building Maintenance

Richmond American Homes - Irvine and San Diego, California 7/95 to 1/08

Superintendent

Projects include:

- Monte mar at Arrowood in Oceanside
- Cambria and Carmel at San Elijo Hills
- Windward at Crystal Cove
- Westport at San Diego
- Isla Mar at Carlsbad
- Homestead at Temecula

Mesa Homes - Temecula, California 9/92 to 7/95

Superintendent

Barratt American Homes - San Diego, California 3/88 to 9/91

Assistant Superintendent



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
4/18/2012

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Dealey, Renton & Associates 199 S Los Robles Ave Ste 540 Pasadena, CA 91101	CONTACT NAME: Sandy Peters	
	PHONE (A/C, No. Ext): 626 844-3070	FAX (A/C, No): 626 844-3074
	E-MAIL ADDRESS: speters@insdra.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Travelers Property Casualty Co of A	25674
	INSURER B: Travelers Indemnity Co. of Connecti	25682
	INSURER C: American Automobile Ins. Co.	21849
	INSURER D: U.S. Specialty Insurance Company	29599
	INSURER E:	
	INSURER F:	

INSURED: PROJEPART

Project Partners
23195 La Cadena Drive, Suite 101
Laguna Hills, CA 92653
949 852-9300

COVERAGES CERTIFICATE NUMBER: 1976030719 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	Y	Y	5809361L110	4/18/2012	4/18/2013	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NoOwnedAutos <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			BA9361L484	4/18/2012	4/18/2013	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$0	Y	Y	CUP8833Y649	4/18/2012	4/18/2013	EACH OCCURRENCE \$1,000,000 AGGREGATE \$1,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WZP81002572	5/1/2012	5/1/2013	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
D	Professional Liability			USS1222889	4/18/2012	4/18/2013	\$1,000,000 \$1,000,000 Per Claim Ann'l Aggregate

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

General Liability excludes claims arising out of the performance of professional services
Umbrella policy is a follow-form to underlying General Liability/Hired&Non-Owned Auto Liability/Employers Liability.

RE: Professional Service Agreement -- City of Oceanside, its officers, agents and employees are named as additional insured as respects general liability for claims arising from the operations of the named insured as required per contract or agreement. *NOTE: Insurance includes primary and non-contributory wording per the attached endorsement, see Section B of the GL endorsement (Form #CG D3 82 09 See Attached...

CERTIFICATE HOLDER CANCELLATION 30 Day/10 Day for Non-Payment of Prem

City of Oceanside Attn: George Buell, Director of Dev. Svcs 300 North Coast Highway Oceanside CA 92054	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Sandy Peters</i>
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AGENCY CUSTOMER ID: PROJEPART

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY Dealey, Renton & Associates		NAMED INSURED Project Partners 23195 La Cadena Drive, Suite 101 Laguna Hills, CA 92653 949 852-9300	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

07). **NOTE: SEE CANCELLATION SECTION of Certificate for 30 Day NOC /10 Day for Non-Payment of Premium. ***NOTE: AM Best's Rating for all policies listed are: A/XII or greater.

POLICY NUMBER: 6809361L110

COMMERICAL GENERAL LIABILITY
ISSUE DATE: 4/18/2012

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED (ARCHITECTS, ENGINEERS AND SURVEYORS)

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

NAME OF PERSON(S) OR ORGANIZATION(S):

City of Oceanside
Attn: George Buell, Director of Dev. Svcs
300 North Coast Highway
Oceanside CA 92054

PROJECT/LOCATION OF COVERED OPERATIONS:

RE: Professional Service Agreement -- City of Oceanside, its
officers, agents and employees

PROVISIONS

A. The following is added to WHO IS AN INSURED (Section II):

The person or organization shown in the Schedule above is an additional insured on this Coverage Part, but only with respect to liability for bodily injury, 'property damage' or 'personal injury' caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- a. In the performance of your ongoing operations;
- b. In connection with premises owned by or rented to you; or
- c. In connection with your work and included within the "products-completed operations hazard."

Such person or organization does not qualify as an additional insured for "bodily injury", "property damage" or "personal injury" for which that person or organization has assumed liability in a contract or agreement.

The insurance provided to such additional insured is limited as follows:

- d. This insurance does not apply to the rendering of or failure to render any "professional services".
- e. The limits of insurance afforded to the additional insured shall be the limits which you agreed in that "contract or agreement requiring insurance" to provide for that additional insured, or the limits shown in the Declarations for this Coverage Part, whichever are less. This endorsement does not increase the limits of insurance stated in the LIMITS OF INSURANCE (Section III) for this Coverage Part.

B. The following is added to Paragraph a. of 4. Other Insurance in COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV):

However, if you specifically agree in a contract or agreement requiring insurance that, for the additional insured shown in the Schedule, the insurance provided to that additional insured under this

COMMERCIAL GENERAL LIABILITY

Coverage Part must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such additional insured which covers such additional insured as a named insured, and we will not share with the other insurance, provided that:

- (1) The "bodily injury" or "property damage" for which coverage is sought occurs; and
- (2) The "personal injury" for which coverage is sought arises out of an offense committed;

after you have entered into that "contract or agreement requiring insurance" for such additional insured. But this insurance still is excess over valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the additional insured when the additional insured is also an additional insured under any other insurance.

- C. The following is added to Paragraph 8. Transfer Of Rights Of Recovery Against Others To Us in COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV):

We waive any rights of recovery we may have against the additional insured shown in the Schedule above because of payments we make for "bodily injury", "property damage" or "personal

injury" arising out of "your work" on or for the project, or at the location, shown in the Schedule above, performed by you, or on your behalf, under a "contract or agreement requiring insurance" with that additional insured. We waive these rights only where you have agreed to do so as part of the "contract or agreement requiring insurance" with that additional insured entered into by you before, and in effect when, the "bodily injury" or "property damage" occurs, or the "personal injury" offense is committed.

- D. The following definition is added to DEFINITIONS (Section V):

"Contract or agreement requiring insurance" means that part of any contract or agreement under which you are required to include the person or organization shown in the Schedule as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage" occurs, and the "personal injury" is caused by an offense committed:

- a. After you have entered into that contract or agreement;
- b. While that part of the contract or agreement is in effect; and
- c. Before the end of the policy period.

**CITY OF OCEANSIDE
AMENDMENT 1 TO
PROFESSIONAL SERVICES AGREEMENT**

PROJECT: Development Services Department Building Inspector

THIS AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT (hereinafter "Amendment"), dated 3/4/13 2013 for identification purposes, is made and entered into by and between the CITY OF OCEANSIDE, a municipal corporation, hereinafter designated as "CITY", and Project Partners, Inc., hereinafter designated as "CONSULTANT."

RECITALS

WHEREAS, City and Consultant are the parties to that certain Professional Services Agreement dated November 19, 2012, hereinafter referred to as the "Agreement", wherein Consultant agreed to provide certain services to the City as set forth therein;

WHEREAS, the Development Services Department is in need of the services of a Temporary Building Inspector I;

WHEREAS, the parties desire to amend the Agreement to provide for changes and /or modifications to increase the contract by \$57,000.

AMENDMENT

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

1. **SCOPE OF WORK:** Services will continue as specified in the agreement.
2. **COMPENSATION:** Total compensation for all work performed in accordance with this amendment shall not exceed \$57,000. Hourly billing rates specified in the Agreement shall remain in effect.
3. Except as expressly set forth in this Amendment, the Agreement shall remain in full force and effect and is hereby ratified and reaffirmed.

Development Services Department Building Inspector

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 CITY.

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 on the dates set forth below.

PROJECT PARTNERS, INC.

By: *Kim Look*
Kim Look, P.E., Principal

Date: 3-4-13

By: *Kim Look*
Kim Look, P.E., Secretary

Date: 3-4-13

CITY OF OCEANSIDE

By: *Peter Weiss*
Peter Weiss, City Manager

Date: 3-14-13

APPROVED AS TO FORM:

33-0736965
Employer ID No.

Andrew Hamilton, ASET
City Attorney

NOTARY ACKNOWLEDGMENTS OF CONSULTANT MUST BE ATTACHED.



State of California
County of Orange
On 3/4/13 before me, Larry R. Johnson, Notary Public,
personally appeared Kim Look
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.
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.

Larry R. Johnson

AGENCY CUSTOMER ID: PROJEPART

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY Dealey, Renton & Associates		NAMED INSURED Project Partners 23195 La Cadena Drive, Suite 101 Laguna Hills, CA 92653 949 852-9300	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

07). **NOTE: SEE CANCELLATION SECTION of Certificate for 30 Day NOC /10 Day for Non-Payment of Premium. ***NOTE: AM Best's Rating for all policies listed are: A/XII or greater.

POLICY NUMBER: 6809361L110

COMMERCIAL GENERAL LIABILITY
ISSUE DATE: 4/18/2012

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED (ARCHITECTS, ENGINEERS AND SURVEYORS)

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

NAME OF PERSON(S) OR ORGANIZATION(S):

City of Oceanside
Attn: George Buell, Director of Dev. Svcs
300 North Coast Highway
Oceanside CA 92054

PROJECT/LOCATION OF COVERED OPERATIONS:

RE: Professional Service Agreement -- City of Oceanside, its
officers, agents and employees

PROVISIONS

A. The following is added to WHO IS AN INSURED (Section II):

The person or organization shown in the Schedule above is an additional insured on this Coverage Part, but only with respect to liability for bodily injury, property damage or personal injury caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- a. In the performance of your ongoing operations;
- b. In connection with premises owned by or rented to you; or
- c. In connection with your work and included within the "products-completed operations hazard."

Such person or organization does not qualify as an additional insured for "bodily injury", "property damage" or "personal injury" for which that person or organization has assumed liability in a contract or agreement.

The insurance provided to such additional insured is limited as follows:

- d. This insurance does not apply to the rendering of or failure to render any "professional services".
 - e. The limits of insurance afforded to the additional insured shall be the limits which you agreed in that "contract or agreement requiring insurance" to provide for that additional insured, or the limits shown in the Declarations for this Coverage Part, whichever are less. This endorsement does not increase the limits of insurance stated in the LIMITS OF INSURANCE (Section III) for this Coverage Part.
- B. The following is added to Paragraph a. of 4. Other Insurance in COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV):
However, if you specifically agree in a contract or agreement requiring insurance that, for the additional insured shown in the Schedule, the insurance provided to that additional insured under this

COMMERCIAL GENERAL LIABILITY

Coverage Part must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such additional insured which covers such additional insured as a named insured, and we will not share with the other insurance, provided that:

- (1) The "bodily injury" or "property damage" for which coverage is sought occurs; and
- (2) The "personal injury" for which coverage is sought arises out of an offense committed;

after you have entered into that "contract or agreement requiring insurance" for such additional insured. But this insurance still is excess over valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the additional insured when the additional insured is also an additional insured under any other insurance.

- C. The following is added to Paragraph 8. Transfer Of Rights Of Recovery Against Others To Us in COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV):

We waive any rights of recovery we may have against the additional insured shown in the Schedule above because of payments we make for "bodily injury", "property damage" or "personal

injury" arising out of "your work" on or for the project, or at the location, shown in the Schedule above, performed by you, or on your behalf, under a "contract or agreement requiring insurance" with that additional insured. We waive these rights only where you have agreed to do so as part of the "contract or agreement requiring insurance" with that additional insured entered into by you before, and in effect when, the "bodily injury" or "property damage" occurs, or the "personal injury" offense is committed.

- D. The following definition is added to DEFINITIONS (Section V):

"Contract or agreement requiring insurance" means that part of any contract or agreement under which you are required to include the person or organization shown in the Schedule as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage" occurs, and the "personal injury" is caused by an offense committed:

- a. After you have entered into that contract or agreement;
- b. While that part of the contract or agreement is in effect; and
- c. Before the end of the policy period.

CITY OF OCEANSIDE

AMENDMENT NO. 2 TO
PROFESSIONAL SERVICES AGREEMENT

PROJECT: Development Services Department Building Inspector

THIS AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT (hereinafter "Amendment") is made and entered into this 4th day of December, 2013, by and between the CITY OF OCEANSIDE, a municipal corporation, hereinafter designated as "CITY", and Project Partners, Inc., hereinafter designated as "CONSULTANT."

RECITALS

WHEREAS, City and CONSULTANT are the parties to that certain Professional Services Agreement dated November 19, 2012 and Amendment 1 dated March 4, 2013, hereinafter collectively referred to as the "Agreement", wherein CONSULTANT agreed to provide certain services to the City as set forth therein;

WHEREAS, the Development Services Department is in need of continued services of a Temporary Building Inspector I;

WHEREAS, the parties desire to amend the Agreement to provide for changes and/or modifications increasing the contract by \$98,000.

AMENDMENT

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

1. **SCOPE OF WORK.** Services will continue as specified in the Agreement.
2. **COMPENSATION.** Total compensation for all work performed in accordance with this amendment shall not exceed \$98,000 for an extension up to June 30, 2014. Hourly billing rates specified in the Agreement shall remain in effect.
3. Except as expressly set forth in this Amendment, the Agreement shall remain in full force and effect and is hereby ratified and reaffirmed.

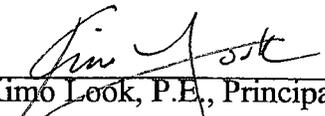
Development Services Department Building Inspector

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 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 Amendment to be executed by setting hereunto their signatures on the dates set forth below.

PROJECT PARTNERS, INC.

CITY OF OCEANSIDE

By: 
Kim Look, P.E., Principal

By: _____
City Manager

Date: 10-30-13

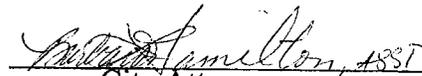
Date: _____

By: 
Kim Look, P.E., Secretary

Date: 10-30-13

APPROVED AS TO FORM:

33-0736965
Employer ID No.


City Attorney

NOTARY ACKNOWLEDGMENTS OF CONSULTANT MUST BE ATTACHED.

CALIFORNIA ALL PURPOSE NOTARY ACKNOWLEDGMENT

STATE OF CALIFORNIA

COUNTY OF ORANGE

On 10-30-2013

before me, _____

MICHAEL CARON

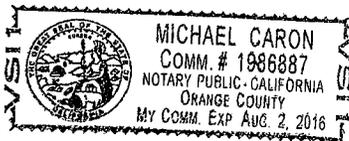
Notary Public,

personally appeared KIMO LOOK

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.

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.



[Handwritten Signature]
Signature of Notary

ATTENTION NOTARY

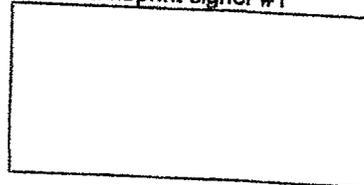
The information requested below is OPTIONAL. It could, however, prevent fraudulent removal and reattachment of this certificate to any unauthorized document.

THIS CERTIFICATE
MUST BE ATTACHED
ONLY TO THE
DOCUMENT
DESCRIBED AT
RIGHT

Title of Type of Document AMENDMENT
TO CONTRACT
Number of pages 5
Date of Document 10-30-2013
Signer(s) other than named above _____

Signer #1 name: _____

Thumbprint signer #1



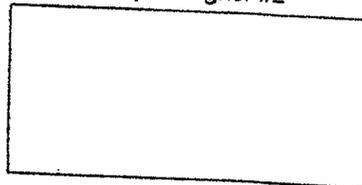
CAPACITY CLAIMED BY SIGNER(S)

- INDIVIDUAL(S)
- CORPORATE OFFICER(S)
- PARTNERS
- ATTORNEY IN FACT
- TRUSTEE(S)
- GUARDIAN/CONSERVATOR
- OTHER _____

SIGNER IS REPRESENTING:
(Name of Person(s) or Entity(ies))

Signer #2 name: _____

Thumbprint signer #2



CAPACITY CLAIMED BY SIGNER(S)

- INDIVIDUAL(S)
- CORPORATE OFFICER(S)
- PARTNERS
- ATTORNEY IN FACT
- TRUSTEE(S)
- GUARDIAN/CONSERVATOR
- OTHER _____

SIGNER IS REPRESENTING:
(Name of Person(s) or Entity(ies))