



DATE: June 11, 2014

TO: Honorable Mayor and City Councilmembers

FROM: Development Services Department

SUBJECT: **AMENDMENT 3 TO PROJECT PARTNERS INC. PROFESSIONAL SERVICES AGREEMENT FOR CONTRACT BUILDING INSPECTOR I**

SYNOPSIS

Staff recommends that the City Council approve Amendment 3 in the amount of \$120,640 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 with Project Partners Inc., to provide a contract Building Inspector I due to the increased volume of building inspection workload. The high volume of building inspection workload necessitates the continuation of the contract building inspector services. There are no changes to the hourly contract rate. The contract position is filled by the same person since the initial approval. The contract Building Inspector I has consistently performed the duties required in a professional and customer friendly manner. He has performed in excess of 3,300 inspections during the past year. The current contract expires on June 30, 2014.

ANALYSIS

Staff is recommending the continued use of the contract Building Inspector I for performing inspections. Continuing this contract service allows for the City to be responsive to inspection requests for permitted construction projects and to perform mobile home park inspections required by the State.

The use of the contract Building Inspector I allows the City flexibility with staffing while trends in construction activity are continually evaluated for sustainability. The positive increases in construction activity seen over the past year have resulted in more revenue and corresponding workload for the Building Division. It is prudent to observe the construction activity trends for another period of time prior to seeking authorization to add another Building Inspector to the workforce. The continued use of the Contract Building Inspector I is more cost effective as there are no PERS or benefit costs associated with the contract position.

FISCAL IMPACT

The Development Services, Building safety (400434101.5305) proposed FY 2014-15 operating budget has requested \$120,640, therefore sufficient funds will be available for continuity of services on July 1, 2014

INSURANCE REQUIREMENTS

The City's standard 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 3 in the amount of \$120,640 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, MCP, CASp
Chief Building Official

SUBMITTED BY:



Steven Jepsen
City Manager

REVIEWED BY:

Michelle Skaggs Lawrence, Deputy City Manager
James Riley, Financial Services Director



ATTACHMENTS:

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

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.

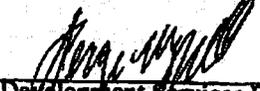
Development Services Department Building Inspector-Part Time

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: 
Kimmo Look, P.E., Principal

By: 
Development Services Director

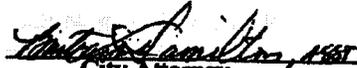
Date: 11-16-12

Date: 11/19/12

By: 
Name/Title Kimmo 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

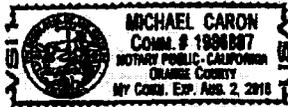
County of ORANGE } SS.

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:
[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

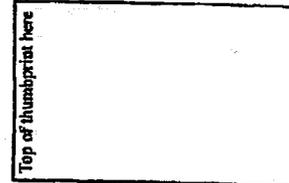
PROFESSIONAL SERVICES AGREEMENT
TITLE OR TYPE OF DOCUMENT

6
NUMBER OF PAGES

DATE OF DOCUMENT

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 Cadena 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

EXHIBIT "A"



**Project
Partners**

Partners in Building Engineering Careers and Teams

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

CITY OF OCEANSIDE

AMENDMENT NO. 3 TO
PROFESSIONAL SERVICES AGREEMENT

PROJECT: Development Services Department Building Inspector

THIS AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT (hereinafter "Amendment") is made and entered into this 28th day of May, 2014, 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, and Amendment 2 dated December 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 \$120,640.

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 \$120,640 for an extension up to June 30, 2015. 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.

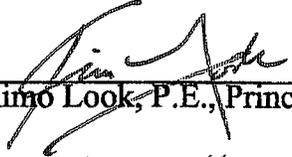
Development Services Department Building Inspector

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.

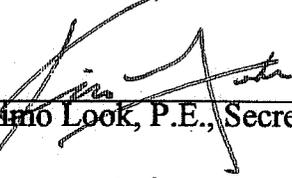
CITY OF OCEANSIDE

By: 
Kim Look, P.E., Principal

By: _____
Steven R. Jepsen, City Manager

Date: 4-28-14

Date: _____

By: 
Kim Look, P.E., Secretary

Date: 4-28-14

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

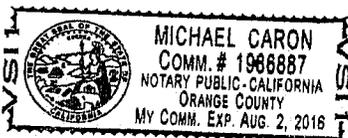
On 4-28-2014 before me,

MICHAEL CARON
personally appeared KIMO LOOK, Notary Public.

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/hers/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

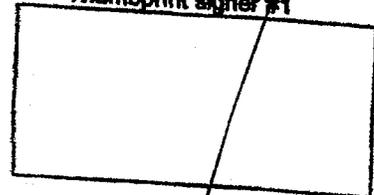
The information requested below is OPTIONAL. It could, however, prevent fraudulent removal and reattachment of this certificate to any unauthorized document.

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

Title of Type of Document AMENDMENT TO PROFESSIONAL SERVICE AGREEMENT
Number of pages 2
Date of Document 4-28-2014
Signer(s) other than named above _____

Signer #1 name:

Thumbprint signer #1



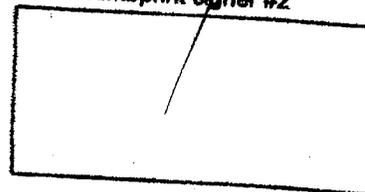
CAPACITY CLAIMED BY SIGNER(S)

- 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))

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.

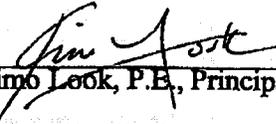
Development Services Department Building Inspector

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.

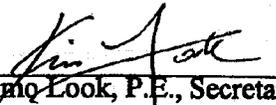
CITY OF OCEANSIDE

By: 
Kim Look, P.E., Principal

By: _____
City Manager

Date: 10-30-13

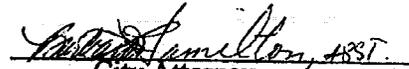
Date: _____

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

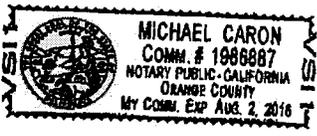
STATE OF CALIFORNIA }
COUNTY OF ORANGE }

On 10-30-2013 before me, _____
MICHAEL CARON
personally appeared KIMO LOOK, Notary Public.

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))

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Document No. 13-D0139-1
3/13/13 (8)

**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/ 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

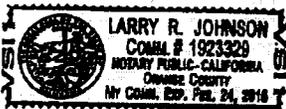
Date: 3-14-13

33-0736965
Employer ID No.

APPROVED AS TO FORM:

Andrew Hamilton, ASST.
City Attorney

NOTARY ACKNOWLEDGMENTS OF CONSULTANT MUST BE ATTACHED.



State of California
County of Orange
On 3/14/13 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.
I declare my hand and official seal.

Larry R. Johnson