



DATE: January 21, 2015

TO: Honorable Mayor and City Councilmembers

FROM: Water Utilities Department

SUBJECT: **AMENDMENT 1 TO THE PROFESSIONAL SERVICES AGREEMENT FOR ENVIRONMENTAL CONSULTING SERVICES**

SYNOPSIS

Staff and the Utilities Commission recommend that the City Council approve Amendment 1 in the amount of \$100,000 to the Professional Services Agreement with Helix Environmental for as-needed Capital Improvement Program environmental consulting services; and authorize the City Manager to execute the amendment.

BACKGROUND

Fiscal Year 2014-15 is a particularly busy year for the Water Utilities Department Capital Improvement Program (CIP), with over \$33 million in water projects, and over \$22 million in sewer projects. To complete all of these projects, City and Contract staff has assumed more construction management and inspection responsibilities. To supplement the proper inspection of capital projects, additional project management, environmental, electric, and special inspection and testing services are required.

Contracting out additional services such as project management, environmental services, and electrical inspections to name a few, is a cost-effective way to supplement current staff for short term needs with licensed and certified professionals, allowing staff to focus on completing the Department's ambitious CIP project schedule.

On November 20, 2013, the Water Utilities Department entered into an agreement in the amount of \$49,140 with Helix Environmental Planning, Inc. for as-needed environmental consulting services.

ANALYSIS

When the original PSA was initiated, several firms were solicited, and the Helix Environmental was selected, based on skills, expertise and experience, as well as value provided to the City.

Helix Environmental provides environmental consulting on projects where there are environmental or habitat issues. With the increase in tempo in CIP this year, there is an ongoing need for these services in order to stay in compliance with federal, state and local regulations.

FISCAL IMPACT

This amendment will increase the purchase order for Helix Environmental by \$100,000. The amended amount will be charged equally between the Sewer account 800812722.5305 and Water 750771712.5305. Currently business unit 800812722 has available budget of \$473,569 and business unit 750771712 has available budget of \$260,586. Therefore, sufficient funds are available. The funding source for the Sewer is Service and Flow Fees and the funding source for Water is Sales and Meter Charges.

INSURANCE REQUIREMENTS

The City's standard insurance requirements will be met.

COMMISSION OR COMMITTEE REPORT

The Utilities Commission approved staff's recommendation at its regularly scheduled meeting on October 21, 2014.

CITY ATTORNEY'S ANALYSIS

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

RECOMMENDATIONS

Staff and the Utilities Commission recommend that the City Council approve Amendment 1 in the amount of \$100,000 to the Professional Services Agreement with Helix Environmental for as-needed Capital Improvement Program environmental consulting services; and authorize the City Manager to execute the amendment.

PREPARED BY:



Jason Dafforn
Interim Water Utilities Director

SUBMITTED BY:



Steven R. Jepsen
City Manager

REVIEWED BY:

Michelle Skaggs Lawrence, Assistant City Manager

Jane M. McPherson, Interim Financial Services Director



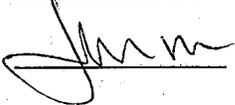


Exhibit A – Amendment 1

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

**PROJECT: AS-NEEDED ENVIRONMENTAL CONSULTING SERVICES –
7750771721 & 800812722**

THIS AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT (hereinafter "Amendment") is made and entered this ____ day of _____ 2014, by and between the City of Oceanside, "CITY", a municipal corporation, hereinafter designated as "CITY", and Helix Environmental, hereinafter designated as "CONSULTANT".

RECITALS

WHEREAS, CITY and CONSULTANT are the parties to that certain Professional Services Agreement dated November 20, 2013, hereinafter referred to as the "Agreement", wherein CONSULTANT agreed to provide certain services to the CITY set forth therein;

WHEREAS, the parties desire to amend the Agreement to extend the timing and increase the compensation.

AMENDMENT

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

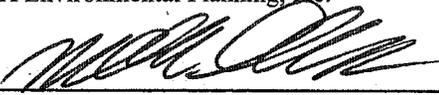
1. Section 7, Compensation, shall be amended to reflect that all work performed in accordance with this Amendment 1 shall not exceed \$100,000.
2. Section 8, Timing Requirements, shall be amended to reflect all work shall be completed in every detail to the satisfaction of the CITY by June 30, 2015.
3. Except as expressly set forth in the Amendment, the Agreement shall remain in full force and effect and is hereby ratified and reaffirmed.

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 Agreement on behalf of the respective legal entities of the CONSULTANT and the CITY.

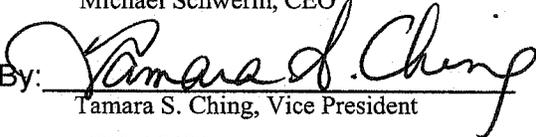
IN WITNESS WHEREOF, the parties hereto being duly authorized on behalf of their respective entities to execute this Amendment, do hereby agree to the covenants contained in the Agreement, including this Amendment and have caused this Amendment to be executed by setting hereunto their signatures this _____ day of _____, 2014.

CONSULTANT
HELIX Environmental Planning, Inc.

CITY OF OCEANSIDE

By: 
Michael Schwerin, CEO

By: _____
Steven R. Jepsen, City Manager

By: 
Tamara S. Ching, Vice President
33-0493636

APPROVED AS TO FORM:

Employer ID No.


Brent Hamilton, ASST.
City Attorney

NOTARY ACKNOWLEDGEMENTS OF CONSULTANT MUST BE ATTACHED.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

State of California

County of San Diego }

On 12-18-14 before me, Kristin Olszak, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Michael Schwerin
Name(s) of Signer(s)
Tamara S. Ching

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: [Handwritten Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: City of Occamside Amendment 1 to PSA

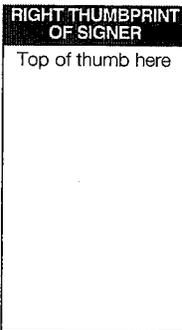
Document Date: 12-18-14 Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

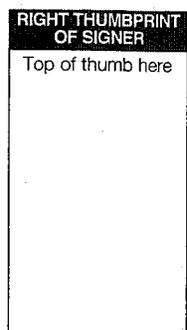
- Corporate Officer — Title(s): _____
- Individual
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: _____

Signer's Name: _____

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



Signer Is Representing: _____