



DATE: February 4, 2015

TO: Honorable Mayor and City Councilmembers

FROM: Property Management

SUBJECT: **APPROVAL OF AMENDMENT 1 TO THE PROFESSIONAL SERVICES AGREEMENT WITH GEOPACIFICA AND APPROVAL OF A BUDGET APPROPRIATION FOR GEOTECHNICAL INSPECTION SERVICES AT EL CORAZON**

SYNOPSIS

Staff recommends that the City Council approve Amendment 1 to the Professional Services Agreement with Geopacifica, Inc., in the amount of \$41,366 for additional storm water inspections services; approve a budget appropriation in the amount of \$41,366 from the Assigned-Silica Reclamation Fund 501.3020.0196 to the Silica Reclamation account no. 912880500501.5305.10600; and authorize the City Manager to execute the amendment.

BACKGROUND

In January 2013 the City Council approved the Recreational Disposition and Development Agreement ("DDA") with Sudberry Development Inc. The DDA required the City of Oceanside ("City") to grade a portion of El Corazon ("Property") so as to provide a pad for 22 multi-use athletic fields, a parking lot, a park area, and other ancillary uses ("Project"). Also, as part of the DDA, a Lease Agreement ("Lease") was approved with Socal SC, L.P. ("Lessee"), for the development of the Project on the Property.

To facilitate the City's obligation to grade the Property, in June 2013 the City Council approved the Revised El Corazon Reclamation Plan Improvement Project Contract with Bonsall Petroleum Construction, Inc., ("Contractor"). To provide geotechnical inspections related to the Contract and to provide a storm water prevention plan and inspections, the City Council, in August 2013, also approved a Professional Services Agreement with Geopacifica, Inc. ("Consultant"), in the amount of \$128,800 ("Agreement").

As a condition to the grading of the Property by the Contractor and the development of the Project by the Lessee, certain storm water requirements were imposed on the

grading of the Property and development of the Project. The anticipated inspection services related to said requirements were covered by the scope of work of the Agreement. However, subsequent to the completion of the grading of the Property and the development of the Project, it became necessary to provide additional inspections to implement storm water regulations that were not anticipated under the original scope of work in the Agreement.

ANALYSIS

Both the grading of the Property and the development of the Project were completed in August and November of 2014, respectively. As of December 2014, the storm water requirements were not yet satisfied primarily due to the erosion control hydroseeding not maturing due to the lack of rain. Once the hydroseeding has matured, the Consultant can complete the storm water inspection services and the grading of the Property and the development of Project can be finalized.

In order to provide the storm water inspection services for the improvements needed to satisfy the storm water requirements imposed by the State Regional Water Control Board, the Agreement with the Consultant requires additional funds in the amount of \$41,366. Said amount will cover any overages to date and invoices that are outstanding, as well as anticipated future costs to complete the storm water inspection services by the Consultant.

FISCAL IMPACT

The Amendment, in the amount of \$41,366 compensates the Consultant for the additional storm water inspection services to date in the amount of the \$23,966 and \$17,400 for anticipated future costs to complete the storm water inspection services. Payment of said amount will be funded out of Assigned-Silica Reclamation Fund 501.3020.0196, which has a balance of \$99,938, therefore, sufficient funds are available, and appropriated to Silica Reclamation 912880500501.5305.10600.

INSURANCE REQUIREMENTS

Consultant will continue to comply with the City minimum insurance coverage requirements throughout the term of the Agreement.

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 1 to the Professional Services Agreement with Geopacifica, Inc., in the amount of \$41,366 for additional storm water inspections services; approve a budget appropriation in the amount of \$41,366 from the Assigned-Silica Reclamation Fund 501.3020.0196 to the Silica Reclamation account no. 912880500501.5305.10600; and authorize the City Manager to execute the amendment.

PREPARED BY:



Douglas E. Eddow
Real Estate Manager

SUBMITTED BY:



Steven R. Jepsen
City Manager

REVIEWED BY:

Michelle Skaggs Lawrence, Assistant City Manager



Jane McPherson Interim Financial Services Director



Scott O. Smith, City Engineer



CITY OF OCEANSIDE
AMENDMENT TO
PROFESSIONAL SERVICES AGREEMENT

**PROJECT: EL CORAZON BACKFILL COMPACTION TESTING,
ENGINEERING AND GEOTECHNICAL INSPECTIONS FOR
ATHLETIC FIELDS GRADING**

THIS AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT (hereinafter "Amendment"), dated February 4, 2015, for identification purposes, is made and entered into by and between the CITY OF OCEANSIDE, a municipal corporation, hereinafter designated as "CITY", and GEOPACIFICA, INC., a California corporation, hereinafter designated as "CONSULTANT."

RECITALS

WHEREAS, CITY and CONSULTANT are the parties to that certain Professional Services Agreement dated August 7, 2013, hereinafter referred to as the "Agreement", wherein CONSULTANT agreed to provide certain services to the CITY as set forth therein;

WHEREAS, additional storm water inspection services are requested of CONSULTANT under the Agreement that were not originally anticipated due to changes in storm water regulations;

WHEREAS, additional compensation is required by CONSULTANT to provide said additional storm water inspection services;

WHEREAS, the parties are in agreement to the additional services requested and the additional compensation required; and

WHEREAS, the parties desire to amend the Agreement to provide for changes and/or modifications to the Agreement as set forth above.

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 by increasing the compensation to be paid under the Agreement by an additional Forty One Thousand Three Hundred Sixty-Six and No/100 Dollars (\$41,366.00) for a total contract price not to exceed One Hundred Seventy Thousand One Hundred Sixty-Six and No/100 Dollars

EL CORAZON GEOTECHNICAL AND INSPECTION SERVICES

(\$170,166.00).

2. Except as expressly set forth in this 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 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.

“CONSULTANT”

“CITY”

GEOPACIFICA, INC.
a California corporation

CITY OF OCEANSIDE
a Municipal corporation

By: _____

By: _____

Name/Title James F. Knowlton
President

Steve Jepsen, City Manager

Date: 1/21/15

Date: _____

By: _____

Name/Title

APPROVED AS TO FORM:

Date: _____

Robert Hamilton, ASST.
City Attorney

Employer ID No. _____

NOTARY ACKNOWLEDGMENTS OF CONSULTANT MUST BE ATTACHED.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of San Diego)

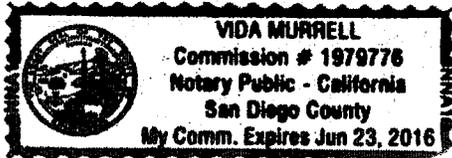
On January 21, 2015 before me, VIDA MURRELL, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared James F. Knowlton
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person~~(s)~~ whose name~~(s)~~ is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity~~(ies)~~, and that by his/~~her/their~~ signature~~(s)~~ on the instrument the person~~(s)~~, or the entity upon behalf of which the person~~(s)~~ acted, executed the instrument.

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 Vida Murrell
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

Corporate Officer — Title(s): _____

Partner — Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer Is Representing: _____

Signer's Name: _____

Corporate Officer — Title(s): _____

Partner — Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer Is Representing: _____