

STAFF REPORT



ITEM NO. 7
CITY OF OCEANSIDE

DATE: October 20, 2010

TO: Honorable Mayor and City Councilmembers

FROM: Development Services Department

SUBJECT: **CHANGE ORDER 1 TO KIP, INC., AND AMENDMENT 2 TO THE PROFESSIONAL SERVICES AGREEMENT WITH GEOPACIFICA, INC., FOR EL THE CAMINO REAL DETENTION BASIN PROJECT**

SYNOPSIS

Staff recommends that the City Council approve Change Order 1 in the amount of \$163,764.53 to KIP, Inc., of Murrieta for construction of the remaining walls for the El Camino Real Detention Basin project, for additional work required by the unforeseen quantity of rubble and unacceptable soils, and authorize the City Engineer to execute the change order; and approve Amendment 2 in the amount of \$8,500 to the professional services agreement with GeoPacifica, Inc., of Oceanside for geotechnical services for the project, for further services related to the additional work, and authorize the City Manager to execute the amendment.

BACKGROUND

Flood Control Program

In the early 1990s, City of Oceanside initiated a flood control program for Loma Alta Creek (LAC). The purpose of this program was to reduce flooding risks along LAC. At that time, one of the most threatened residential areas was Cavalier Mobile Home Park. Since the start of the program, the City has completed the following projects which help minimize flooding impacts along the creek.

Year	Project	Project Description
1998	Coast Highway Box Culvert	Removed capacity restriction
2000	Loma Alta Creek Channel	Increased capacity through Cavalier Mobile Home Park
2002	New Pacific Street Bridge	Removed capacity restriction
2005	Garrison Creek Detention Basin	Reduced peak flood elevation west of El Camino Real

The LAC flood control program includes the creation of three detention basins, intended to hold storm water runoff during peak flows. Storage during the peak runoff will serve to equalize flow within the creek. Thus, the storm water flow is primarily contained by the creek banks and basin walls, resulting in reduced flood risk to adjacent development.

The first of the three basins has been constructed along the Garrison Creek branch of LAC. The second basin is at El Camino Real (ECR), and is currently under construction. The third basin is proposed to be located east of Rancho del Oro Drive (RDO). Once all the basins are constructed according to Federal Emergency Management Agency (FEMA) requirements, the City may request that FEMA revise the respective Flood Insurance Rate Maps (FIRMs), and thereby eliminate the need for property owners to purchase flood insurance.

In 2004, the design stage of the basins along LAC, City staff discovered that North County Transit District (NCTD) was moving forward on the SPRINTER commuter rail line. The proposed SPRINTER improvements extended into LAC; which required NCTD to mitigate along portions of LAC. In an attempt to achieve efficiency and reduce construction costs for the mutually beneficial basins, the City and NCTD executed a memorandum of understanding and reimbursement agreement.

Both parties understood at the time that the City did not have available funding to allow immediate construction of the two remaining basins. The agreements established that NCTD would construct portions of the ECR and RDO detention basin walls, as part of the SPRINTER project. The basin walls, which parallel the SPRINTER tracks, were constructed in 2006; the City has since reimbursed NCTD for the associated construction costs.

Current Construction

The current ECR detention basin project is identified within the City's Capital Improvements Program FY 09-10 budget and financed through TransNet funds. On December 16, 2009, the City Council awarded a construction contract to KIP, Inc., in the amount of \$1,064,735.55, to construct the remaining walls for the ECR basin. The City's construction activities will tie the new walls into those constructed by NCTD, thus completing the detention basin at this location.

While performing excavation for the wall footings, unacceptable soils and rubbles were discovered. Although the project soils report and analysis identified a potential for this condition, the forecast did not reveal the magnitude of poor soil that was exposed during construction. As a result, additional work to resolve this unforeseen sub-surface condition became necessary. Change Order 1 compensates the contractor for the additional labor and materials. Overall construction of the project, as originally designed, remains on schedule and should be completed by the end of 2010.

Analysis of Sub-Surface Conditions

The unearthing of significantly poor soil conditions and the (post hurricane Katrina) change in how FEMA analyzes levees, provided staff cause to perform a supplemental geotechnical analysis of the basin walls that were constructed by NCTD. As a result of the additional analysis, it appears the SPRINTER basin walls need to be structurally modified. The wall modifications are necessary in order to gain FEMA acceptance and maintain an adequate safety for the overall basin. These anticipated wall modifications may also apply to the existing Rancho Del Oro (RDO) basin walls.

The supplemental geotechnical analysis for the ECR basin project has been addressed through a third-party geotechnical engineer. A Professional Services Agreement (PSA) with GeoPacifica, Inc., in the amount of \$22,300 for geotechnical services for the ECR detention basin was approved by City Council on April 20, 2009. On April 7, 2010, City Council approved Amendment 1, in the amount of \$53,693. The supplemental analysis found the SPRINTER walls at ECR to be inadequate concerning FEMA's design requirements to contain the base flood (100-year event). Amendment 2 analyzes structural design modifications to the existing SPRINTER basin wall and evaluates respective additional construction costs.

ANALYSIS

Construction Change Order

Change Order 1, in the amount of \$163,764.53, covers construction activities and materials for the unforeseen drainage and earthwork necessary on the El Camino Real Detention Basin.

This change order includes:

- Rip-rap beyond the bid amount
- Work resulting from unexpected sub-surface conditions
- Work resulting from poor surface and ground water conditions
- Export of unsuitable soil beyond the bid amount due to restricted site conditions

The total contract price with KIP, Inc., including Change Order 1, is \$1,228,500.08.

Amendment to the Professional Services Agreement (PSA)

Amendment 2, in the amount of \$8,500, focuses on structural design modifications to the SPRINTER basin walls, with the intention to obtain FEMA compliance.

The total PSA with GeoPacifica, including Amendment 2, is \$84,493.

Future Action

An additional construction change order to amend the existing SPRINTER basin wall is forthcoming. Staff and consultants are evaluating options in order to determine the most favorable approach with the lowest cost. At this time, the two most promising alternatives have preliminary cost estimates of \$500,000 and \$1.3 million. City and NCTD staff are currently collaborating on cost recovery regarding this matter. In addition, staff is actively pursuing FEMA grant funding to assist with the LAC basin at RDO.

Based upon previous direction and anticipated benefit to the LAC flood hazard area, City staff is committed to finish the ECR basin project. Existing environmental permitting, available on-site construction equipment, progress of construction activities, current construction costs, and available funding, indicate that the City is suitably positioned to move forward with structural modification of the NCTD basin walls. A decision to construct the City basin walls and not modify the SPRINTER basin walls will delay FEMA acceptance, delay progress toward the FIRM revision, and reduce the basin's overall factor of safety.

FISCAL IMPACT

The Loma Alta Creek Detention Basin at El Camino Real project (905745100520) currently has an available balance of \$1,400,000. The cost of Change Order 1 with KIP and Amendment 1 with GeoPacifica is \$172,264.53. The total cost to complete the construction, including the remaining construction payments, staff time, and consultant services is approximately \$570,000. This cost does not include modifications to the SPRINTER basin wall.

There are sufficient funds available for Construction Change Order 1 and PSA Amendment 2.

INSURANCE REQUIREMENTS

The City's standard insurance requirements have been met and are currently in effect.

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 Change Order 1 in the amount of \$163,764.53 to KIP, Inc., of Murrieta for construction of the remaining walls for the El Camino Real Detention Basin project, for additional work required by the unforeseen quantity of rubble and unacceptable soils, and authorize the City Engineer to execute the change order; and approve Amendment 2 in the amount of \$8,500 to the professional services agreement with GeoPacifica, Inc., of Oceanside for geotechnical services for the project, for further services related to the additional work, and authorize the City Manager to execute the amendment.

PREPARED BY:

Abraham Chen
Abraham Chen
Associate Engineer

SUBMITTED BY:

Peter A. Weiss
Peter A. Weiss
City Manager

REVIEWED BY:

Michelle Skaggs Lawrence, Deputy City Manager

George Buell, Development Services Director

Scott O. Smith, City Engineer

Teri Ferro, Financial Services Director

MSL
[Signature]
[Signature]
[Signature]

Attachments:

- Exhibit A Change Order 1 With KIP
- Exhibit B Amendment 1, Amendment 2, and PSA with GeoPacifica

CITY OF OCEANSIDE
CONTRACT CHANGE ORDER NO. 1

PROJECT TITLE:**El Camino Real Detention Basin**DATE September 15, 2010PROJECT No. 905745100520CHANGE ORDER No. 1PURCHASE ORDER No. 1000536

This change order provides for: Change Order Request 1 through 13. Including; additional excavation, concrete and de-water that were necessary because of the site limitation and un-foreseen sub-surface conditions, project information sign, export of un-suitable material, and additional effort for phasing of C2 wall construction.

Cost of Change: In accordance with Section 7.21.4 'CHANGE IN CONTRACT PRICE' and Section 7.21.5 'COST OF WORK' of the General Provisions, this Change Order compensates KIP, Inc. for the extra work covered in Change Order Request 1 through 13 as follows:

Increase in work at Item Bid Unit Price:

Item #4 Foundation Scarification/Recompaction (COR 9) 529 CY @ \$ 13.00	\$6,877.00	(+54.7%)
Item #23 Rip Rap Caltrans Spec 72-5 (COR 13) 235 CY @ \$165.12	<u>\$38,803.20</u>	(+573.2%)
Subtotal	\$45,680.20	

Increase in work at Cost of Work:

For project information sign, additional concrete work, additional dewatering, export of un-suitable material, and for phasing of C2 wall construction.

Agreed Sum Cost of Work \$118,084.33

For this extra work determined at Increase in Item at Bid Unit Price and at Cost of Work, the contractor shall receive and accept the Agreed Amount of \$ 163,764.53. This sum constitutes full and complete compensation for furnishing all labor, material, equipment, tools, and incidentals including all markups by reason of this change.

**AMENDMENT #2 TO:
GEOTECHNICAL SERVICES FOR
LOMA ALTA CREEK DETENTION BASIN – 905745100520**

CITY OF OCEANSIDE

**AMENDMENT #2 TO
PROFESSIONAL SERVICES AGREEMENT**

**PROJECT: AMENDMENT #2 TO THE LOMA ALTA CREEK DETENTION BASIN AT
EL CAMINO REAL PROFESSIONAL SERVICES AGREEMENT –
905745100520**

This AMENDMENT NO. 2 TO THE PROFESSIONAL SERVICES AGREEMENT is made and entered into this ____ day of _____, 2010, by and between the CITY OF OCEANSIDE, a municipal corporation, hereinafter designated as "CITY", and GeoPacifica, Incorporated, hereinafter designated as "CONSULTANT."

RECITALS

WHEREAS CITY and CONSULTANT entered into a professional services agreement dated April 28, 2009, and Amendment #1 thereto collectively, whereby CONSULTANT was to provide engineering services for the proposed Loma Alta Creek Detention Basin Project at El Camino Real.

NOW, THEREFORE, IN CONSIDERATION OF THE COVENANTS AND CONDITIONS CONTAINED HEREIN, THE PARTIES HERETO AGREE AS FOLLOWS:

The Professional Services Agreement shall be amended as follows:

A. SECTION 1, SCOPE OF WORK, IS HEREBY AMENDED TO INCLUDE THE FOLLOWING ADDITIONAL WORK DESCRIBED HEREIN:

Amendment #2 expands the scope of the basic services under the contract to include the additional geotechnical services and miscellaneous contingency for the El Camino Real Detention Basin. Including the construction observation, seepage analysis, and preparation of sheetpile and grade beam connection details.

B. SECTION 7, COMPENSATION, IS HEREBY AMENDED BY ADDING A LUMP SUM FIXED FEE AMOUNT NOT TO EXCEED \$8,500 FOR THE ADDITIONAL WORK FOR A TOTAL CONTRACT AMOUNT NOT TO EXCEED \$84,493.

C. ALL OTHER TERMS, CONDITIONS, COVENANTS AND PROVISIONS OF THE AGREEMENT SHALL REMAIN IN FULL FORCE AND EFFECT. IN THE EVENT OF ANY CONFLICT BETWEEN THE TERMS OF THE ORIGINAL AGREEMENT AND THIS AMENDMENT, THE TERMS OF THIS AMENDMENT SHALL CONTROL.

**AMENDMENT #2 TO:
GEOTECHNICAL SERVICES FOR
LOMA ALTA CREEK DETENTION BASIN – 905745100520**

IN WITNESS WHEREOF, parties hereto for themselves, their heirs, executors, administrators, successors, and assigns do herein agree to the performance of this Amendment.

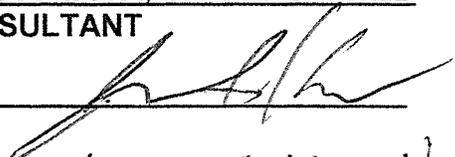
CITY OF OCEANSIDE

APPROVED AS TO FORM:

BY: _____
PETER A. WEISS, CITY MANAGER

BY:  ASST.
CITY ATTORNEY

GEOPACIFICA, INCORPORATED
CONSULTANT

BY: 

NAME: James F. Knowlton

TITLE: President

NOTARY ACKNOWLEDGMENTS OF CONSULTANT MUST BE ATTACHED.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

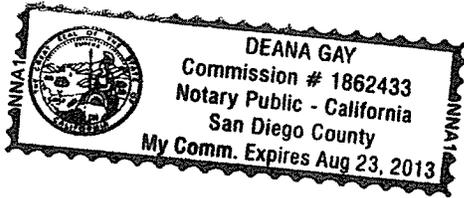
State of California

County of San Diego }

On 10.12.10 before me, Deana Gay, 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.



Place Notary Seal Above

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 Deana Gay
Signature of Notary Public

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: Geotechnical Services for Loma Alta Creek Detention Basin

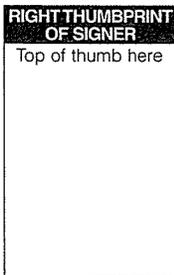
Document Date: Agreement #: 905745100520 Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

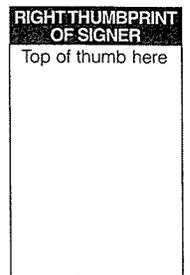
- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: _____

Signer's Name: _____

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



Signer Is Representing: _____

CITY OF OCEANSIDE

PROFESSIONAL SERVICES AGREEMENT

PROJECT: Loma Alta Creek Detention Basin at El Camino Real – 520.817451

THIS AGREEMENT, dated APRIL 28, 2009, for identification purposes, is made and entered into by and between the CITY OF OCEANSIDE, a municipal corporation, hereinafter designated as "CITY", and Geopacifica, Incorporated, hereinafter designated as "CONSULTANT."

NOW THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. **SCOPE OF WORK.** The project is more particularly described as follows:
Provide geotechnical services and to accept responsibility for the Sprinter Wall near the Sprinter Rail and El Camino Real, in the City of Oceanside, California. For more detail, see Exhibit "A". \$ 22,300
2. **INDEPENDENT CONTRACTOR.** CONSULTANT'S relationship to the CITY shall be that of an independent contractor. CONSULTANT shall have no authority, express or implied, to act on behalf of the CITY as an agent, or to bind the CITY to any obligation whatsoever, unless specifically authorized in writing by the City Engineer. 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 City Engineer. 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

Loma Alta Creek Detention Basin at El Camino Real – 520.817451

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'S Project Manager 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

Loma Alta Creek Detention Basin at El Camino Real – 520.817451

A-X or higher by A.M. Best.

- 4.6 All insurance companies affording coverage shall provide thirty (30) days written notice to the CITY should the policy be cancelled before the expiration date. For the purposes of this notice requirement, any material change in the policy prior to the expiration shall be considered a cancellation.
- 4.7 CONSULTANT shall provide evidence of compliance with the insurance requirements listed above by providing 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.** 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

Loma Alta Creek Detention Basin at El Camino Real – 520.817451

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.

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

7. **COMPENSATION.** CONSULTANT'S compensation for all work performed in accordance with this Agreement, shall not exceed the total contract price of \$22,300.

No work shall be performed by CONSULTANT in excess of the total contract price without prior written approval of the City Engineer. CONSULTANT shall obtain approval by the City Engineer prior to performing any work, which results in incidental expenses to CITY.

8. **TIMING REQUIREMENTS.** Time is of the essence in the performance of work under this Agreement and the timing requirements shall be strictly adhered to unless otherwise modified in writing. All work shall be completed in every detail to the satisfaction of the Engineer within 60 days from authorization to begin work by the City.

9. **ENTIRE AGREEMENT.** This Agreement comprises the entire integrated understanding between CITY and CONSULTANT concerning the work to be performed for this project and supersedes all prior negotiations, representations, or agreements.

10. **INTERPRETATION OF THE AGREEMENT.** The interpretation, validity and enforcement of the Agreement shall be governed by and construed under the laws of the State of California. The Agreement does not limit any other rights or remedies available to CITY.

The CONSULTANT shall be responsible for complying with all local, state, and federal laws whether or not said laws are expressly stated or referred to herein.

Should any provision herein be found or deemed to be invalid, the Agreement shall be construed as not containing such provision, and all other provisions, which are otherwise lawful, shall remain in full force and effect, and to this end the provisions of this Agreement are severable.

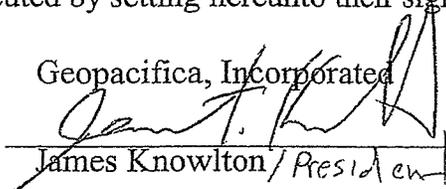
11. **AGREEMENT MODIFICATION.** This Agreement may not be modified orally or in any manner other than by an agreement in writing signed by the parties hereto.

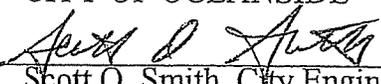
12. **SIGNATURES.** The individuals executing this Agreement represent and warrant

Loma Alta Creek Detention Basin at El Camino Real – 520.817451

that they have the right, power, legal capacity and authority to enter into and to execute this Agreement on behalf of the respective legal entities of the CONSULTANT and the CITY.

IN WITNESS WHEREOF, the parties hereto for themselves, their heirs, executors, administrators, successors, and assigns do hereby agree to the full performance of the covenants herein contained and have caused this Professional Services Agreement to be executed by setting hereunto their signatures on the dates set forth below.

Geopacifica, Incorporated
By: 
James Knowlton / President

CITY OF OCEANSIDE
By: 
Scott O. Smith, City Engineer

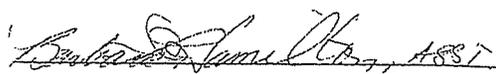
Date: _____

Date: 4-29-09

By: _____
Name/Title

APPROVED AS TO FORM:

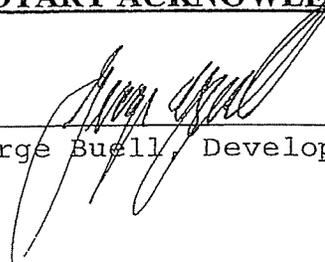
Date: _____



33-0207383
Employer ID No.

City Attorney

NOTARY ACKNOWLEDGMENTS OF CONSULTANT MUST BE ATTACHED.


George Buell, Development Services Director

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of San Diego }

On 4/9/09 before me, RANDA G. MILLJOUR, 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 Randa G. Milljour
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: _____

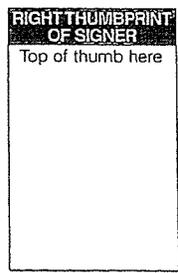
Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

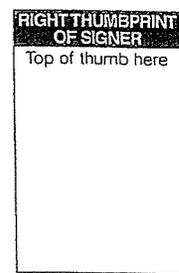
- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: _____

Signer's Name: _____

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



Signer Is Representing: _____

CITY OF OCEANSIDE

**AMENDMENT NUMBER 1 TO
PROFESSIONAL SERVICES AGREEMENT**

**PROJECT: AMENDMENT NUMBER 1 TO PROFESSIONAL SERVICES
AGREEMENT FOR GEOTECHNICAL SERVICES - 905745100520**

This AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT is made and entered into this _____ day of April, 2010, by and between the CITY OF OCEANSIDE, a municipal corporation, hereinafter designated as "CITY", and Geopacifica, Incorporated, hereinafter designated as "CONSULTANT".

RECITALS

WHEREAS CITY and CONSULTANT entered into a professional services agreement to provide geotechnical services and to accept responsibility for the Sprinter Wall.

NOW, THEREFORE, IN CONSIDERATION OF THE COVENANTS AND CONDITIONS CONTAINED HEREIN, THE PARTIES HERETO AGREE AS FOLLOWS:

The Professional Services Agreement shall be amended to read as follows:

- A. SECTION 1, SCOPE OF WORK, IS HEREBY AMENDED TO INCLUDE THE FOLLOWING ADDITIONAL WORK DESCRIBED HEREIN:**

The amendment expands the services to include preparation seepage analysis for the Sprinter Rail retaining wall at Loma Alta Creek.

A detailed description of the additional scope of services is contained in the Request for Amendment to Professional Services Agreement attached as Exhibit "A" incorporated herein by reference.

- B. SECTION 7, COMPENSATION, IS HEREBY AMENDED BY ADDING AN AMOUNT NOT TO EXCEED \$53,693 FOR THE ADDITIONAL WORK AS SET FORTH IN A.**

The total amount of compensation for the work required by the Professional Services Agreement, including this amendment, shall not exceed \$75,993.

- D. ALL OTHER TERMS, CONDITIONS, COVENANTS AND PROVISIONS OF THIS AGREEMENT SHALL REMAIN IN FULL FORCE AND EFFECT. IN THE EVENT OF ANY CONFLICT BETWEEN THE TERMS OF THE ORIGINAL AGREEMENT AND THIS AMENDMENT, THE TERMS OF THIS AMENDMENT SHALL CONTROL.**

IN WITNESS WHEREOF, the parties hereto for themselves, their heirs, executors, administrators, successors, and assigns do herein agree to the performance of this Amendment.

CITY OF OCEANSIDE

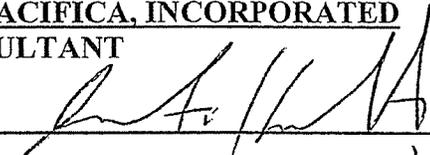
APPROVED AS TO FORM

BY: _____
PETER A. WEISS

BY:  ASST.
CITY ATTORNEY

TITLE: CITY MANAGER

GEOPACIFICA, INCORPORATED
CONSULTANT

BY: 

NAME: James F. Knowlton

TITLE: President

ID. # 33-0207383

NOTARY ACKNOWLEDGEMENTS OF CONSULTANT MUST BE ATTACHED.

EXHIBIT

Request for Amendment to Professional Services Agreement

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of San Diego

On 3/26/2010 before me,

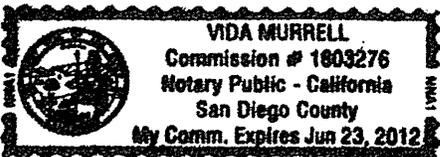
} Vida Murrell
Here Insert Name and Title of the Officer

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.



Place Notary Seal Above

Signature Vida Murrell
Signature of Notary Public

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

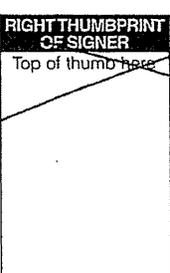
Title or Type of Document: PSA Amendment 1 for Geotechnical Servs.

Document Date: _____ Number of Pages: 2

Signer(s) Other Than Named Above: N/A

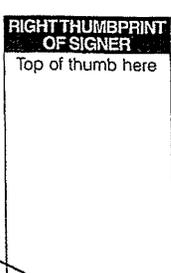
Capacity(ies) Claimed by Signer(s)

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



Signer Is Representing: _____

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



Signer Is Representing: _____