

STAFF REPORT



ITEM NO. 14
CITY OF OCEANSIDE

DATE: December 16, 2009

TO: Honorable Mayor and City Councilmembers

FROM: Development Services Department

SUBJECT: **AMENDMENT 2 TO THE PROFESSIONAL SERVICES AGREEMENT FOR GEOTECHNICAL ENGINEERING SERVICES FOR THE EL CORAZON SENIOR CENTER AND SENIOR CENTER DRIVE**

SYNOPSIS

Staff recommends that the City Council approve Amendment 2 in the amount of \$98,600 to the professional services agreement with Geocon, Incorporated, of San Diego for test borings of tailing ponds in the vicinity of the El Corazon Senior Center, for mapping and recommendation for constructing roads over the tailing ponds according to the vision of the El Corazon Specific Plan and the extension of Senior Center Drive, and authorize the City Manager to execute the amendment.

BACKGROUND

On April 5, 2006, the City Council approved a grading contract for moving 230,000 cubic yards of soil from the El Corazon Senior Center building site to the Mance Buchanon park site. The grading contract was preparatory work for the El Corazon Senior Center construction. After the grading was complete, the City Council approved an amendment to the consultant agreement with Project Design Consultants of San Diego (PDC) for the design of additional items such as the traffic signal at Rancho del Oro Drive and Senior Center Drive, as well as construction staking and other construction-phase engineering services. Geocon, working as a sub-consultant to PDC, performed the geotechnical investigation and design work for the access roads, the site grading, and the foundation of the Senior Center building. Geocon is the geotechnical engineer of work for the El Corazon Senior Center project, in accordance with engineering professional practices.

On October 10, 2007, the City Council awarded an \$8,414,841 construction contract to Jaynes Corporation for the El Corazon Senior Center project. Field construction and grading work began in January, 2008. The El Corazon Senior Center opened to public use on June 6, 2009, and the project was accepted as complete on August 19, 2009.

ANALYSIS

In addition to the work on the El Corazon Senior Center project contracted through PDC, the City also executed two professional services agreements directly with Geocon for geotechnical investigations at El Corazon. The first contract was executed in August 2005 in the amount of \$36,000. That contract retained Geocon to redo the geotechnical investigation and building foundation design recommendations when the senior center building site was moved farther uphill for better visibility. The second contract was executed in January 2006 in the amount of \$48,200. That contract retained Geocon to do test borings of several tailing ponds in the vicinity of the senior center to determine the extent of the tailing deposits. A subsequent Amendment 1 for \$29,800 was approved by the City Council on October 11, 2006, that added a slope stability study of the mining pit near the intersection of El Camino Real and Oceanside Boulevard.

The amendment that is the subject of this report amends the second professional services agreement relating to the mine tailing ponds. The access road behind the senior center crosses a tailing pond. Geocon monitored the site grading of the access roads, the building pad, and provided the structural recommendation for the access road to "bridge" across the extremely weak mine tailings in the ponds. Going forward, Geocon will provide the City with mapping and recommendation for constructing roads over the tailing ponds according to the vision of the El Corazon Specific Plan. This includes the extension of Senior Center Drive to intersect Oceanside Boulevard, and the extension of the access road behind the senior center northward towards the future park and hotel planning areas.

The El Corazon Senior Center project was accepted by the City Council as complete on August 19, 2009. Concurrently, the City Council also authorized the expenditure of up to \$320,000 in Transnet funds from account 902754200212 for costs relating to the roads around the senior center.

FISCAL IMPACT

Transnet account 902754200212 has a current balance of \$7,048,000. Of that amount, \$3,000,000 is committed for the current Citywide street overlay program, which was awarded on October 14, 2009, and is now under construction. All other encumbrances against account 902754200212 total \$611,000, leaving an available balance of \$3,437,000. An amendment in the amount of \$31,250 to an agreement with Project Design Services, to be heard at this meeting, will also draw on the available balance in this account.

Therefore, sufficient funds are available for this proposed \$98,600 professional services amendment.

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 \$98,600 to the professional services agreement with Geocon, Incorporated, of San Diego for test borings of tailing ponds in the vicinity of the El Corazon Senior Center, for mapping and recommendation for constructing roads over the tailing ponds according to the vision of the El Corazon Specific Plan and the extension of Senior Center Drive, and authorize the City Manager to execute the amendment.

PREPARED BY:



Gary Kellison
Senior Civil Engineer

SUBMITTED BY:



Peter A. Weiss
City Manager

REVIEWED BY:

Michelle Skaggs Lawrence, Deputy City Manager
George Buell, Development Services Director
Scott O. Smith, City Engineer
Doug Eddow, Real Property Manager
Teri Ferro, Financial Services Director











Attachments:

Amendment 1 to Professional Services Agreement
Professional Services Agreement

CITY OF OCEANSIDE
AMENDMENT NUMBER ² 1 TO
PROFESSIONAL SERVICES AGREEMENT

PROJECT: AMENDMENT NUMBER 1 TO PROFESSIONAL SERVICES AGREEMENT FOR GEOTECHNICAL ENGINEERING SERVICES FOR EL CORAZON IMPROVEMENTS 902754200212 (originally 501.874051)

This AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT is made and entered into this 16th day of December 2009, by and between the CITY OF OCEANSIDE, a municipal corporation, hereinafter designated as "CITY", and Geocon Incorporated, hereinafter designated as "CONSULTANT."

RECITALS

WHEREAS CITY and CONSULTANT entered into a professional services agreement dated January 5, 2006, ("Agreement") to provide geotechnical engineering services for the El Corazon Senior Center project.

WHEREAS, the parties wish to amend the Agreement to expand the scope of work thereunder.

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

The Agreement shall be amended as follows:

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

1. Field compaction testing	
Site grading	\$23,800
Trench backfill	\$22,800
Road sub-grade and base	\$8,400
Asphalt paving	<u>\$5,800</u>
Subtotal	\$60,800
2. Geotechnical consultant and observation	
Site grading and improvements	\$10,000
Building foundation	<u>\$4,800</u>
Subtotal	\$14,800
3. Laboratory testing	
Soil maximum density (grading)	\$4,000
R-value and sand equivalent (road)	\$1,500
Sidewalk and cross-gutters	\$1,600

Asphalt concrete		<u>\$5,800</u>
	Subtotal	\$12,900
4. Report Preparation and submittal		
Grading, site improvements, building		\$5,000
Extension of Senior Center Drive & access to Ocean Ranch Blvd		<u>\$5,100</u>
	Subtotal	\$10,100
	Grand Total	\$98,600

The report for the extension of Senior Center Drive and the interior access road leading northward to Ocean Ranch Boulevard shall identify and map known mine tailing pond locations and shall include recommendation for grading and constructing these roads across the ponds.

B. SECTION 7, COMPENSATION, IS HEREBY AMENDED BY ADDING AN AMOUNT NOT TO EXCEED \$98,600 FOR THE ADDITIONAL WORK SET FORTH IN SECTION A, ABOVE.

The total amount of compensation for the work required by the Agreement, including this amendment, shall not exceed ~~\$146,800.~~ **\$176,600.**

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

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

CONSULTANT
GEOCON, Incorporated

APPROVED AS TO FORM
OCEANSIDE CITY ATTORNEY
Barbara L. Hamilton
BARBARA L. HAMILTON
Assistant City Attorney

CITY OF OCEANSIDE

By: *[Signature]*
President

By: _____
Peter Weiss, City Manager

Jurat

By: President
(Title)

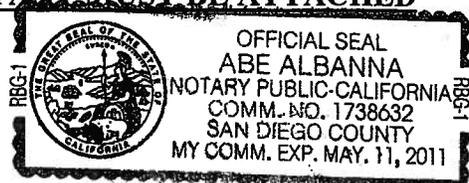
State of California
County of San Diego

Subscribed and sworn to (or affirmed) before me on this 3 day of 12
20 07 by Joseph John Kettel
proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

94-1750457
Employer ID No.

Abe Albanna
Signature (Notary seal)

NOTARY ACKNOWLEDGEMENTS OF CONSULTANT MUST BE ATTACHED



AMENDMENT NO. 1
**SUPPLEMENTAL GEOTECHNICAL INVESTIGATION, TAILING
POND STUDY PROFESSIONAL SERVICES AGREEMENT**

THIS AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT is made and entered into this 11th day of October, 2006, by and between the CITY OF OCEANSIDE, a municipal corporation, hereinafter designated as "CITY", and Geocon Incorporated, hereinafter designated as "CONSULTANT."

RECITALS

WHEREAS, CITY and CONTRACTOR are the parties to a Professional Services Agreement for supplemental geotechnical investigation of the tailing pond study and;

WHEREAS, CONTRACTOR and CITY have agreed it is in both parties' best interest to amend the Professional Services Agreement to include a slope stability evaluation for the westernmost mine pit on El Corazon site northeast of the intersection of Oceanside Boulevard and El Camino Real.

AGREEMENT

NOW, THEREFORE, in consideration of the covenants and conditions contained herein, the parties hereto agree as follows:

1. The Agreement shall be amended to read as follows:

a. Section 1. SCOPE OF WORK. Delete the period following Exhibit A and insert "and Exhibit B," attached hereto.

b. Section 7. COMPENSATION. Following "\$48,200.00", insert the following: "In addition to the compensation detailed above, CONSULTANT shall be compensated for Amendment 1 services for fixed fee items not to exceed Twenty Nine Thousand Eight Hundred Dollars (\$29,800). Any additional authorized work shall be charged based on the Exhibit A SCHEDULE OF FEES."

**AMENDMENT NO. 1
SUPPLEMENTAL GEOTECHNICAL INVESTIGATION, TAILING
POND STUDY PROFESSIONAL SERVICES AGREEMENT**

2. All other terms, conditions, covenants and provisions of the PROFESSIONAL SERVICES AGREEMENT shall remain in full force and effect.

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 No. 1 to the Professional Services Agreement to be executed by setting hereunto their signatures on the day and year respectively written herein below.

CITY

Date 8-26-09

By *Alan Werni*
City Manager

APPROVED AS TO FORM:

By *Christina Samilton*, ABST.
City Attorney

CONSULTANT

Date 10/13/06

By *Justin U. Proz.*

Date 12/13/06

By *mm*, CFO

NOTARY ACKNOWLEDGMENTS OF CONSULTANT'S SIGNATURE(S) MUST BE ATTACHED

**AMENDMENT NO. 1
SUPPLEMENTAL GEOTECHNICAL INVESTIGATION, TAILING
POND STUDY PROFESSIONAL SERVICES AGREEMENT**

Exhibit B

Based on our discussions with you, it is our understanding that future use of the El Corazon property may result in pedestrian and/or horse trails located in and around the mined area at the western end of the property. It is further our understanding that the City of Oceanside would like an evaluation performed on the stability of the existing slopes should the area be utilized for public use. Based on discussions with you, it is our understanding mining in the pit extended until groundwater was encountered. Active mining was terminated in the early 1990s. Because the mined area is impounding water, borings will not be able to be performed in the center of the mined area to establish pit bottom. As such, the slope stability evaluation will be based on an assumed pit bottom elevation based on groundwater at the time mining was terminated. Based on a 1989 topographic map provided in a study performed by Group Delta in 1990, the water surface elevation was at 24 feet Mean Sea Level (MSL) in the pit area.

SCOPE OF SERVICES

Based on our understanding of the project and information provided by City of Oceanside personnel, we recommend the scope of our evaluation consist of the following:

- Review available documents and plans, including geologic maps, previous reports prepared by Group Delta and Geocon Incorporated for the property, and other literature pertaining to the site.
- Obtain boring permits from the County of San Diego Department of Environmental Health. Policy enacted by the County requires obtaining permits for borings deeper than 20 feet or where groundwater is encountered.
- Use a track mounted dozer to create access roads for the drill rig to proposed boring locations.
- Excavate approximately 8 small-diameter borings to depths of 30 to 75 feet to evaluate *in situ* condition of undocumented fill and native formational soils, and to collect soil samples for laboratory testing.
- Excavate 8 to 12 exploratory backhoe test pits to evaluate geologic contacts between undocumented fill and native formational soils along the perimeter of the pit.
- Provide an engineer/geologist during drilling and trenching to log borings and trenches, and to obtain soil samples for laboratory testing.

**AMENDMENT NO. 1
SUPPLEMENTAL GEOTECHNICAL INVESTIGATION, TAILING
POND STUDY PROFESSIONAL SERVICES AGREEMENT**

- Perform laboratory tests on selected soil samples to evaluate in situ density and shear strength of the undocumented fills and formational soils.
- Perform slope stability analysis for existing slopes that surround the pit.
- Prepare a written report presenting the results of our study and conclusions and recommendations regarding the stability of existing slopes and mitigation measures to provide stable slope configurations. The report would include a geologic map, cross sections depicting existing and proposed remediated slopes (if required), and detailed slope stability analysis.

PROPOSED FEE

Based on the scope of services recommended above and assumptions made, we have summarized the cost as follows:

**Item Estimated Cost
Geotechnical Investigation**

(A) Obtain Boring Permit (Required by San Diego County DEH)	\$1,000
(B) Field Investigation	
Dig Alert Mark and Meet	\$500
Drill Rig	6,200
Back Hoe	3,700
Logging of Borings and Sample Collection	5,500
Bentonite/Cement Backfill	500
Subtotal	\$16,400
(C) Laboratory Testing	
Direct Shear Tests	\$1,900
Triaxial Shear Tests	1,900
Subtotal	\$3,900
(D) Engineering Analysis	\$4,500
(E) Report Preparation and Submittal	\$4,000
TOTAL ESTIMATED COST	\$29,800

AMENDMENT NO. 1 SUPPLEMENTAL GEOTECHNICAL INVESTIGATION, TAILING POND STUDY PROFESSIONAL SERVICES AGREEMENT

We propose to perform the geotechnical investigation for a fee not to exceed \$29,800. We have prepared this proposal with the understanding that this is a prevailing wage project. Our services will be provided in accordance with the enclosed *Schedule of Fees/Terms and Conditions*, which is incorporated into and made part of this proposal. Invoices would be submitted at four-week intervals and would be itemized to reflect only the actual time and costs incurred. If unanticipated field conditions are encountered which require a significant modification to the recommended scope of work and/or which require an increase to the not-to-exceed amount, we would not proceed with the modified scope or increased amount without obtaining your verbal authorization. The proposed scope of services does not include evaluation or identification of the potential presence of hazardous or corrosive materials on the site.

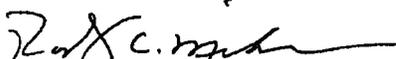
We assume that the site plans provided for our use will show the locations of all underground utility lines and structures, as well as the location of sensitive natural habitats and/or archaeological sites. We will not be responsible for damage to any such lines, structures, vegetation, or archaeological sites that are not shown accurately on the plans provided to us. In addition, some disturbance to the ground surface and vegetation may occur as a result of accessing the desired locations of subsurface exploration. Although we will be careful to limit the extent of such occurrences, they can not be avoided and this proposal does not include any costs to regrade, re-vegetate, landscape or otherwise repair disturbed areas. In particular, this proposal assumes that the proposed access roads created by Geocon Incorporated will remain as-graded after the completion of our study.

Please carefully review the contents of this proposal and the enclosed *Schedule of Fees/Terms and Conditions*. If they meet with your approval, please prepare a contract agreement and return to our office. Should you have any questions regarding this proposal, or if we may be of further service, please contact the undersigned at your convenience.

Should you have any questions regarding this proposal, or if we may be of further service, please contact the undersigned at your convenience.

Very truly yours,

GEOCON INCORPORATED


Rodney C. Mikesell
GE 2533

RCM:dmc

Enclosure: SF/TC-2006

(2) Addressee

CALIFORNIA JURAT WITH AFFIANT STATEMENT

State of California

County of San Diego } ss.

See Attached Document (Notary to cross out lines 1-6 below)

See Statement Below (Lines 1-5 to be completed only by document signer[s], *not* Notary)

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Signature of Document Signer No. 1

Signature of Document Signer No. 2 (if any)

Subscribed and sworn to (or affirmed) before me on this

13 day of October, 2006, by
Date Month Year

(1) _____
Name of Signer

Personally known to me
 Proved to me on the basis of satisfactory evidence to be the person who appeared before me (.) (,) (and)

(2) _____
Name of Signer

Personally known to me
 Proved to me on the basis of satisfactory evidence to be the person who appeared before me.)

Leandra M. Holland
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.

Further Description of Any Attached Document

Title or Type of Document: Amendment to Professional Services Agreement

Document Date: _____ Number of Pages: 5

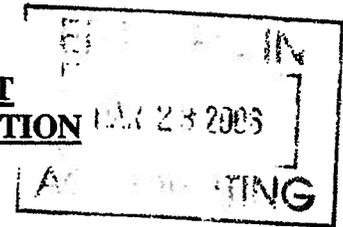
Signer(s) Other Than Named Above: _____

RIGHT THUMBPRINT OF SIGNER #1
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RIGHT THUMBPRINT OF SIGNER #2
Top of thumb here

06128-42-04
El Corazon/City of
Oceanside

CITY OF OCEANSIDE
PROFESSIONAL SERVICES AGREEMENT
SUPPLEMENTAL GEOTECHNICAL INVESTIGATION
TAILING POND STUDY



PROJECT: EL CORAZON MASTER PLAN
501.874051

THIS AGREEMENT is made and entered into this 5th day of January, 2005 by and between the CITY OF OCEANSIDE, a municipal corporation, hereinafter designated as "CITY", and Geocon 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: Wick Drain and Tailings Pond Evaluation as described in Exhibit A.
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

**EL CORAZON MASTER PLAN
501.874051**

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

**EL CORAZON MASTER PLAN
501.874051**

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 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 the conduct, 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

**EL CORAZON MASTER PLAN
501.874051**

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 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 \$48,200.00

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.
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.

**EL CORAZON MASTER PLAN
501.874051**

- 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 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 this 5th day of January, 2006

GEOCON Incorporated

By: W. S. G., Pres.
Name/Title 1/5/06

By: M. M., CEO
Name/Title

94-1750457
Employer ID No.

CITY OF OCEANSIDE

By: Mike Blum For 2/2/06
Steven R. Jepsen, City Manager

APPROVED AS TO FORM:

[Signature]
City Attorney

NOTARY ACKNOWLEDGMENTS OF CONSULTANT MUST BE ATTACHED.



Proposal No. LG-05474
Project No. 06728-42-04
November 2, 2005

City of Oceanside
Public Works Department
300 North Coast Highway
Oceanside, California 92054

Attention: Ms. Marla Doyle

Subject: EL CORAZON
OCEANSIDE, CALIFORNIA
PROPOSAL FOR WICK DRAIN AND TAILINGS POND EVALUATION

Dear Ms. Doyle:

In accordance with your request, we herewith submit our proposal to perform a wick drain and tailings pond evaluation for settlement ponds at the subject project. To assist in preparing this proposal we have reviewed the Request for Proposal (RFP) provided by Mr. Jim Knowlton. We have also reviewed our report entitled *Geotechnical Investigation, Senior Center, El Corazon De Oceanside, Oceanside, California*, dated February 18, 2004, and other reports prepared by Group Delta for the property.

Based on information provided in the RFP, it is our understanding the City of Oceanside is requesting sufficient exploratory drilling and laboratory testing to evaluate the effectiveness of wick drains that were installed in some of the ponds in 1997. Based on information provided to Geocon Incorporated, it appears that 3 or 4 ponds received wick drains. The El Corazon property contains 10 named tailing ponds. It is our understanding that we are to evaluate all of the ponds with the exception of Freshwater Pond.

Based on the RFP and our understanding of the project we recommend the scope of our evaluation consist of the following:

- Review available documents and plans, including geologic maps, previous reports prepared by Group Delta and Geocon Incorporated for the property, survey data, and other literature pertaining to the site to aid in evaluating existing site conditions.
- Obtain boring permits from the County of San Diego Department of Environmental Health. Policy enacted by the County requires obtaining permits for borings.

- Excavate 2 small-diameter borings (8 total) with a rotary wash drill rig within each tailings pond identified to have wick drains installed. One boring would be performed in the area identified where wick drains were installed. The second boring would be performed in the pond outside of the wick drain area. Based on information in the RFP there are 4 ponds where wick drains fields had been surveyed (Heron, Bottomless, Nameless, and Cinder). It is unclear if wick drains were actually installed in Cinder Pond. The borings would extend through the tailing deposits to the underlying formational bedrock. Boring depths between 50 to 100 feet are expected.
- Excavate 1 small-diameter boring (5 total) with a rotary wash drill rig in each of the remaining ponds where wick drains were not installed, with the exception of Freshwater Pond, which contains abundant rubble that a small diameter boring would encounter refusal. The borings would extend through the trailing deposits to the underlying formational bedrock. Boring depths of 50 to 100 feet are expected.
- Trench at surveyed settlement monument locations to uncover monument for future monitoring.
- Provide an engineer/geologist during drilling to log the borings and obtain soil samples for laboratory testing.
- Perform laboratory tests on selected soil samples to evaluate in situ density, consolidation (time rate of consolidation), permeability, and maximum dry density and optimum moisture content of the prevailing soil conditions encountered.
- Prepare a written report presenting the results of our investigation and conclusions and recommendations regarding the present state of the ponds investigated and an evaluation of the effectiveness of the wick drains as a measure for future consideration for treatment of the tailing deposits.
- Provide miscellaneous professional consultation and attendance at project meetings that may occur after submittal of the report. The exact cost for this service is difficult to estimate with any degree of accuracy, however, we have included a budget amount of \$5,000.

PROPOSED FEE

Based upon the scope of services recommended above and assumptions made, we have summarized the cost as follows:

Item	Estimated Cost
Part I: Geotechnical Investigation	
A) Obtain Boring Permit (Required by San Diego County DEH)	<u>\$1,000</u>
B) Field Investigation	
Dig Alert Mark and Meet	\$500
Drill Rig	15,500
Back Hoe	1,200
Logging of Borings and Sample Collection	7,500
Bentonite/Cement Backfill	<u>1,000</u>
Part IB, Estimated Cost	<u>\$25,700</u>

Item	Estimated Cost
C) Laboratory Testing	
Moisture Density Determination	\$500
Direct Shear Tests	200
Compaction	200
Consolidation and Time Rate of Consolidation (2 per boring)	7,600
Permeability (4 total)	1,000
Part IC, Estimated Cost	<u>\$9,500</u>
D) Engineering Analysis	<u>\$4,000</u>
E) Report Preparation and Submittal	<u>\$3,000</u>
Part I, Estimated Cost	<u>\$43,200</u>
Part II, Geotechnical Consultation	
Miscellaneous Consultation and Project Meetings	<u>\$5,000</u>
TOTAL ESTIMATED COST	<u>\$48,200</u>

We propose to perform the scope of work outlined herein for a fee not to exceed \$48,200. Geocon Incorporated was given authorization to proceed and therefore, exploratory drilling has been completed and laboratory testing is currently being performed. The costs shown above for the field investigation and laboratory testing are actual costs incurred.

We have prepared this proposal with the understanding that this is a prevailing wage project. Our services would be provided in accordance with the enclosed *Schedule of Fees/Terms and Conditions*. Invoices would be submitted at four-week intervals and would be itemized to reflect only the actual time and costs incurred. If unanticipated field conditions are encountered which require a significant modification to the recommended scope of work and/or which require an increase to the not-to-exceed amount, we would not proceed with the modified scope or increased amount without obtaining your verbal authorization. The proposed scope of services does not include evaluation or identification of the potential presence of hazardous or corrosive materials on the site.

We assume that the site plans provided for our use will show the locations of all underground utility lines and structures, as well as the location of sensitive natural habitats and/or archaeological sites. We will not be responsible for damage to any such lines, structures, vegetation, or archaeological sites that are not shown accurately on the plans provided to us. In addition, some disturbance to the ground surface and vegetation may occur as a result of accessing the desired locations of subsurface exploration. Although we will be careful to limit the extent of such occurrences, they can not be avoided and this proposal does not include any costs to regrade, re-vegetate, landscape or otherwise repair disturbed areas. In particular, this proposal assumes that the proposed access roads created by Geocon Incorporated will remain as-graded after the completion of our study.

It is mutually agreed between Client and Geocon that all services afforded and work performed by Geocon are provided pursuant to Civil Code Section 2782 and such agreement is expressly integrated into and made a part of any and all contracts or agreements entered into between the parties.

Please carefully review the contents of this proposal and the enclosed *Schedule of Fees/Terms and Conditions*. If they meet with your approval, please prepare the contract documents and send them to our office for signature. After signing, we will return the appropriate copies to you.

Should you have any questions regarding this proposal, or if we may be of further service, please contact the undersigned at your convenience.

Very truly yours,

GEOCON INCORPORATED



Rodney C. Mikesell
GE 2533

RCM:anh

Enclosure: SF/TC-2004

(2/del) Addressee



**2004 SCHEDULE OF FEES
GEOTECHNICAL**

PROFESSIONAL SERVICES

Word Processor/Non-Technical Assistant/Draftsman.....	\$64/hr.
Engineering Field Technician I/Lab Technician.....	*74/hr.
Engineering Field Technician II (Including Vehicle and Nuclear Gauge).....	*79/hr.
Senior Engineering Field Technician (Including Vehicle and Nuclear Gauge).....	*84/hr.
Staff Engineer/Geologist.....	89/hr.
Senior Staff Engineer/Geologist.....	99/hr.
Project Engineer/Geologist.....	109/hr.
Senior Project Engineer/Geologist.....	119/hr.
Senior Engineer/Geologist.....	134/hr.
Associate Engineer/Geologist.....	154/hr.
Principal Engineer/Geologist/Litigation Support.....	184/hr.
Deposition or Court Appearance.....	329/hr.
Overtime and Saturday Rate.....	1.5 X Regular Hourly Rate
Sunday and Holiday Rate.....	2 X Regular Hourly Rate
Minimum Professional Fee.....	\$500/Per Project
Minimum Field Services Fee (per day or call-out).....	2 Hours
*Prevailing Wage Hourly Surcharge for Technicians and Inspectors per California Labor Code §720, et. Seq.....	\$20/hr.

TRAVEL

Personnel.....	Regular Hourly Rate
Subsistence (Per Diem).....	\$80/day

EQUIPMENT & MATERIALS

Nuclear Gauge.....	Included in Technician Rate
Coring Machine (concrete, asphalt, masonry).....	\$150/day
Generator.....	75/day
Asphalt Cold Patch, 60-lb. sack.....	15/bag
Concrete, 60-lb. sack.....	15/bag
Portable GPS Unit.....	150/day
Outside Services/Equipment/Materials.....	Cost + 15%

LABORATORY TESTS

COMPACTION CURVES		SOIL AND AGGREGATE STABILITY	
4-inch mold (D1557).....	\$160/ea.	Resistance Value, R-Value (D2844/CAL301).....	\$230/ea.
6-inch mold (D1557).....	175/ea.	R-Value, Treated (CAL301).....	245/ea.
California Impact (CAL216).....	170/ea.	California Bearing Ratio (D1883).....	500/ea.
Check Point.....	80/ea.	Stabilization Ability of Lime (C977).....	170/ea.

SOIL AND AGGREGATE PROPERTIES			
#200 Wash (D1140/C117).....	\$50/ea.	Moisture Determination, tube sample (D2216).....	\$20/ea.
Wet Sieve Analysis to #200 (D422).....	75/ea.	Moisture Determination and Unit Weight (D2937).....	39/ea.
Hydrometer Analysis (D422).....	140/ea.	Atterberg Limits: Plasticity Index (D4318).....	120/ea.
Sieve Analysis with Hydrometer (D422).....	140/ea.	Sand Equivalent (D2419).....	70/ea.
Specific Gravity, Soil (D854).....	65/ea.	pH and Resistivity (CAL643).....	125/ea.
Specific Gravity Coarse Aggregate (C127).....	38/ea.	Sulfate Content (CAL417).....	85/ea.
Specific Gravity Fine Aggregate (C128).....	65/ea.	Chloride Content (CAL422).....	45/ea.

JURAT WITH AFFIANT STATEMENT

State of California
County of San Diego } ss.

- See Attached Document (Notary to cross out lines 1-8 below)
- See Statement Below (Lines 1-7 to be completed only by document signer[s], not Notary)

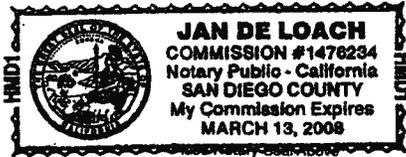
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Signature of Document Signer No. 1

Signature of Document Signer No. 2 (if any)

Subscribed and sworn to (or affirmed) before me this 6th day of January, 2006, by

- (1) Michael S. Chapin
Name of Signer(s)
- (2) Michael E. Williams
Name of Signer(s)



Jan De Loach
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.

Further Description of Any Attached Document

Title or Type of Document: Professional Services Agreement

Document Date: _____ Number of Pages: 5

Signer(s) Other Than Named Above: _____

RIGHT THUMBPRINT OF SIGNER #1	RIGHT THUMBPRINT OF SIGNER #2
Top of thumb here	Top of thumb here