



DATE: October 26, 2011

TO: Honorable Mayor and City Councilmembers

FROM: Development Services Department

SUBJECT: **AMENDMENT 3 TO THE PROFESSIONAL SERVICES AGREEMENT WITH GEOPACIFICA INCORPORATED FOR GEOTECHNICAL SERVICES FOR THE EL CAMINO REAL DETENTION BASIN AND THE RANCHO DEL ORO DETENTION BASIN**

**SYNOPSIS**

Staff recommends that the City Council approve Amendment 3 in the amount of \$14,000 to the professional services agreement (PSA) with Geopacifica Incorporated for geotechnical services for the Loma Alta Creek Detention Basin at El Camino Real; adding Geopacifica as the Geotechnical Consultant of Record for the "SPRINTER Walls" at El Camino Detention Basin and Rancho del Oro Detention Basin; and authorize the City Manager to execute the Amendment.

**BACKGROUND**

The Loma Alta Creek Detention Basins at El Camino Real and Rancho del Oro are two of the three basins planned to alleviate downstream flooding along Loma Alta Creek. In conjunction with the SPRINTER light rail project, North County Transit District (NCTD) constructed a portion of the basin walls at both Loma Alta Creek Basins, one at El Camino Real and the other at Rancho del Oro.

The basin at El Camino Real (constructed by NCTD and the City) is close to completion. NCTD declines to provide a Geotechnical Consultant of Record for the walls built in conjunction with the SPRINTER project. In an effort to provide an economical, efficient, and timely resolution, City staff recommends expanding the existing scope of services for the City's currently contracted geotechnical engineering consultant and to designate that consultant as the Geotechnical Consultant of Record for the projects.

The original PSA with Geopacifica, Inc., in the amount of \$22,300 for geotechnical services for the El Camino Real Detention Basin was approved administratively on April 28, 2009.

Amendment 1 in the amount of \$53,693 for seepage analysis of the SPRINTER Walls was approved by City Council on April 7, 2010. Amendment 2 in the amount of \$8,500 for analysis of the design modification to the SPRINTER Walls was approved by City Council on October 20, 2010. Amendment 3 in the amount of \$14,000 transfers the Consultant of Record responsibility to Geopacifica, Inc., for the SPRINTER Walls at El Camino Real Detention Basin and Rancho del Oro Detention Basin. The total contract including Amendment 3 with Geopacifica will not exceed \$98,493.

**ANALYSIS**

Geopacifica is the geotechnical consultant for the City, and is very familiar with the needs and constraints of this project, and was the Geotechnical Consultant of Record for the original three-basin project.

Amendment 3 expands the scope of service to include the transfer of the responsibility for the Geotechnical Consultant of Record from NCTD to Geopacifica, the review of existing records and reports, and the performance of seepage analysis for the Rancho del Oro Detention Basin. The transfer of the responsibility for the Geotechnical Consultant of Record from NCTD to the City is necessary in order to finalize project documentation, which may be used as part of FEMA's LOMR process.

Upon completion of all three basins, NCTD will file a Letter of Map Revision (LOMR) with the Federal Emergency Management Agency (FEMA) to request a reduction in the flood insurance requirements for many downstream properties.

**FISCAL IMPACT**

The funding source is Transnet and the project was funded for \$935,000 for FY 11-12. The total cost for Amendment 3 with Geopacifica Incorporated is \$14,000, so sufficient funding is available as shown on the following chart.

<b>Loma Alta Creek Detention Basin</b>	<b>FY 11-12 Appropriation</b>	<b>Business Unit/Object Code</b>
<b>Expenditure Budget Detail</b>		
Professional Services	\$185,000	905120200212. 5305.10600
Infrastructure	\$750,000	905120200212. 5703.10610
<b>Total Expenditure Budget</b>	<b>\$935,000</b>	

**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 Amendment 3 in the amount of \$14,000 to the professional services agreement (PSA) with Geopacifica Incorporated for geotechnical services for the Loma Alta Creek Detention Basin at El Camino Real; adding Geopacifica as the Geotechnical Consultant of Record for the “SPRINTER Walls” at El Camino Detention Basin and Rancho del Oro Detention Basin; 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 Smith, City Engineer  
Teri Ferro, Financial Services Director

MS  
GB  
SS  
TF

Attachments:

- Attachment A: Amendment 3 with Geopacifica
- Attachment B: PSA with Geopacifica and Amendments 1 and 2

**CITY OF OCEANSIDE**  
**AMENDMENT #3 TO**  
**PROFESSIONAL SERVICES AGREEMENT**

**PROJECT: AMENDMENT NO. 3 TO THE LOMA ALTA CREEK DETENTION BASIN AT EL CAMINO REAL PROFESSIONAL SERVICES AGREEMENT – 905120200212**

This AMENDMENT NO. 3 TO THE PROFESSIONAL SERVICES AGREEMENT is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2011, 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 amendments NO. 1 and NO. 2 thereto (the "Agreement"), 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 NO. 3 expands the scope of work to designate CONSULTANT as the Geotechnical Consultant of Record for the "SPRINTER Walls" at El Camino Real Detention Basin and Rancho Del Oro Detention Basin.

A detailed description of the scope of work, Exhibit A, is attached hereto and incorporated herein by this reference.

- B.** SECTION 7, **COMPENSATION**, is hereby amended by adding a lump sum fixed fee amount not to exceed \$14,000 for the additional work for a total contract amount not to exceed \$98,493.
- 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 NO. 3 TO  
THE LOMA ALTA CREEK DETENTION BASIN AT EL CAMINO REAL  
PROFESSIONAL SERVICES AGREEMENT – 905120200212**

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, CITY MANAGER

BY: *Barbara Hamilton*, 1885  
CITY ATTORNEY

**GEOPACIFICA INCORPORATED**  
**CONSULTANT**

BY: *James F. Knowlton*

NAME: James F. Knowlton

TITLE: President

**NOTARY ACKNOWLEDGMENTS OF CONSULTANT MUST BE ATTACHED.**

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

CIVIL CODE § 1189

State of California

County of San Diego

On 10/5/11 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 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: Amendment 3 PSA Loma Alta Creek

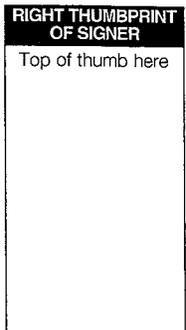
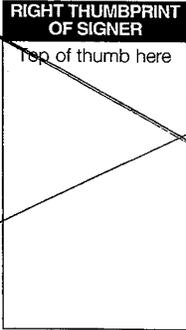
Document Date: Oct. 2011 Number of Pages: 4

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

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_ Signer's Name: \_\_\_\_\_

- |  |  |
|--|--|
| <input type="checkbox"/> Corporate Officer — Title(s): _____   | <input type="checkbox"/> Corporate Officer — Title(s): _____   |
| <input type="checkbox"/> Individual  | <input type="checkbox"/> Individual  |
| <input type="checkbox"/> Partner — <input type="checkbox"/> Limited <input type="checkbox"/> General | <input type="checkbox"/> Partner — <input type="checkbox"/> Limited <input type="checkbox"/> General |
| <input type="checkbox"/> Attorney in Fact  | <input type="checkbox"/> Attorney in Fact  |
| <input type="checkbox"/> Trustee   | <input type="checkbox"/> Trustee   |
| <input type="checkbox"/> Guardian or Conservator   | <input type="checkbox"/> Guardian or Conservator   |
| <input type="checkbox"/> Other: _____  | <input type="checkbox"/> Other: _____  |



Signer Is Representing: \_\_\_\_\_ Signer Is Representing: \_\_\_\_\_



**To:** Abe Chen, Engineering, CIP  
**From:** James Knowlton, Geopacifica, Inc.  
**Date:** 8/15/2011  
**Re:** Proposal for Geotechnical Services, Seepage Analyses for Previous Existing Floodwalls along Loma Alta Creek at El Camino Real and Garrison Creek at Mesa Drive and El Camino Real, become Geotechnical Consultant of Record for the project and Provide Information for FEMA Requirements and Submittal, Oceanside, CA

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In accordance with your request I am presenting this proposal for geotechnical services for geotechnical and seepage analyses for both Rancho Del Oro floodwall and El Camino Real Floodwall. Both walls were designed by Simon Wong Engineering (utilizing plans prepared by Rick Engineering) for NCTD and constructed by a contractor hired by NCTD for the construction of the Sprinter Line. Although a preliminary geotechnical report with preliminary design parameters was prepared by this firm for the City of Oceanside, Simon Wong did not retain or consult with this firm in the preparation of the construction plans nor were we retained or consulted during the construction of the wall. In addition, another Geotechnical Firm was retained to do additional analysis for completion of the El Camino Real Wall. This work has been performed and the El Camino Real Wall is complete. Analysis of the wall design pertaining to seepage has been performed by another firm(TerraCosta) and submitted to the City of Oceanside. Our services to potentially become Geotechnical Consultant will consist of:

1. Review the grading and construction plans for both walls prepared by Simon Wong Engineering .
2. Review the structural design calculations and supporting data prepared by Simon Wong engineering.
3. Meetings between Geopacifica and Simon Wong Engineering.
4. Review all in-house files and reports prepared by this firm (Geopacifica) for the preliminary investigation for detention basins at El Camino Real and Rancho Del Oro along Loma Alta Creek.
5. Review of all Geotechnical Reports by Geocon, Inc. for work on the El Camino Real detention basin.
6. Review of all seepage analyses for El Camino Real Floodwall prepared by TerraCosta Consultants.
7. Perform a Seepage Analysis for the Rancho Del Oro Floodwall.

3 0 6 0  
INDUSTRY ST  
SUITE 105  
OCEANSIDE  
CA 92054  
TEL: 760.721.5488  
FAX: 760.721.5539



8. Perform a liquefaction analysis for both detention basins.
9. Review all CPT Borings performed at the El Camino Real Detention Basin.
10. Draw cross-sections at appropriate locations perpendicular to Loma Alta Creek and through the existing floodwalls for utilizing available topography supplemented by field measurements.
11. Perform a geotechnical report, presenting the results of our review, findings and analyses that would be acceptable for FEMA approval, providing the findings are favorable and no remediation is necessary. If remediation is necessary, provide recommendations. If all information is acceptable and no additional mitigation measures are necessary, prepare a letter of assumption of responsibility as geotechnical consultant for the project.

The following are the costs for the work described in items 1-11 above:

Review and Analyses for El Camino Real Detention Basin -	\$10,000.00
Review and Analyses for Rancho Del Oro Floodwall -	\$ 4,000.00
	TOTAL - \$14,000.00

Sincerely,

James F. Knowlton  
President

## 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.

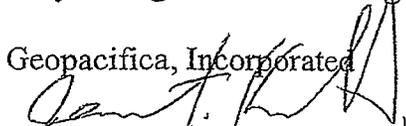
11. **AGREEMENT MODIFICATION.** This Agreement may not be modified orally or in any manner other than by an agreement in writing signed by the parties hereto.

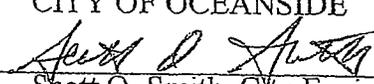
12. **SIGNATURES.** The individuals executing this Agreement represent and warrant

**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

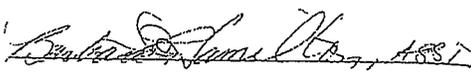
Date: \_\_\_\_\_

Date: 4-29-09

By: \_\_\_\_\_  
Name/Title

APPROVED AS TO FORM:

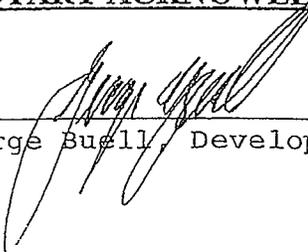
Date: \_\_\_\_\_

  
James O. King, ASST

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  
Date

before me, RANDA G. MILLJOUR, NOTARY PUBLIC  
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: \_\_\_\_\_

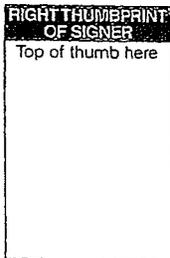
Signer(s) Other Than Named Above: \_\_\_\_\_

**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.**

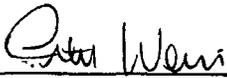
The total amount of compensation for the work required by the Professional Services Agreement, including this amendment, shall not exceed \$75,993.

- C. 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

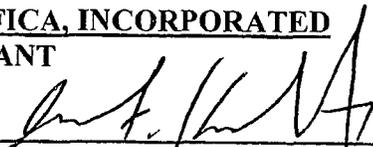
APPROVED AS TO FORM

BY:   
PETER A. WEISS

BY:  ASST.  
CITY ATTORNEY

TITLE: CITY MANAGER

GEOPACIFICA, INCORPORATED  
CONSULTANT

BY: 

NAME: James F. Knowlton

TITLE: President

I-D. # 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

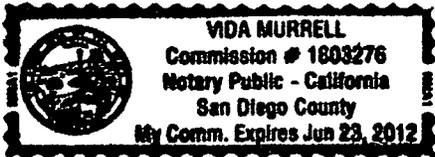
James F. Knowlton  
Name(s) of Signer(s)

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.

Signature Vida Murrell  
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**

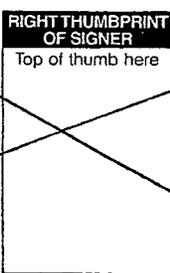
Title or Type of Document: PSA Amendment 1 for Geotechnical Servs.

Document Date: \_\_\_\_\_ Number of Pages: 2

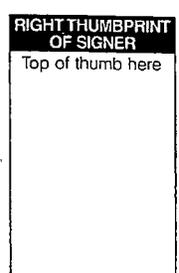
Signer(s) Other Than Named Above: N/A

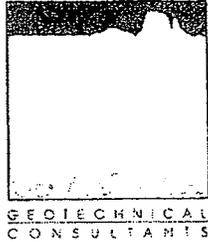
**Capacity(ies) Claimed by Signer(s)**

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): \_\_\_\_\_  
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 Attorney in Fact  
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 Other: \_\_\_\_\_  
Signer Is Representing: \_\_\_\_\_





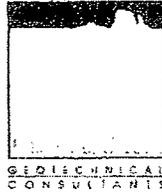
**To:** Abe Chen, Engineering, CIP  
**From:** James Knowlton, Geotechnical Consultant  
**Date:** 3/8/2010  
**Re:** Request for Additional Funds for Geotechnical Services, Seepage Analyses for Previous Existing Floodwalls along Loma Alta Creek at El Camino Real and Garrison Creek at Mesa Drive and El Camino Real and to Provide Information for FEMA Requirements and Submittal, Oceanside, CA

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In accordance with your request I am presenting this request for additional funds for geotechnical services performed for seepage analyses for both Garrison Creek floodwalls and Loma Alta Creek Floodwalls. The Loma Alta Creek wall was designed by Simon Wong Engineering (utilizing plans prepared by Rick Engineering) for NCTD and constructed by a contractor hired by NCTD for the construction of the Sprinter Line. Although a preliminary geotechnical report with preliminary design parameters was prepared by this firm for the City of Oceanside, Simon Wong did not retain or consult with this firm in the preparation of the construction plans nor were we retained or consulted during the construction of the wall. Analysis of the wall design pertaining to seepage has been performed and submitted to the City of Oceanside along with recommendations for remedial work on the wall. The Garrison Creek wall was designed by Simon Wong and Rick Engineering and constructed and completed in 2006. A seepage analysis has been performed and submitted to the City of Oceanside for use in the FEMA submittal for this project. Our services for both sites consisted of:

1. Review the grading and construction plans prepared by Simon Wong Engineering and by Rick Engineering.
2. Review the structural design calculations and supporting data prepared by Simon Wong engineering.
3. Review all in-house files and reports prepared by this firm (Geopacifica) for the preliminary investigation for detention basins at Garrison Creek, Loma Alta Creek at El Camino Real.
4. Perform a Seepage Analysis for the Loma Alta Creek Floodwall at El Camino Real and Garrison Creek at Mesa Drive and El Camino Real.

3 0 6 0  
INDUSTRY ST  
SUITE 105  
OCEANSIDE  
CA 92054  
TEL: 760.721.5488  
FAX: 760.721.5539



5. Draw cross-sections at appropriate locations perpendicular to Loma Alta Creek and Garrison Creek and through the existing floodwall for utilizing available topography supplemented by field measurements.
6. Perform seepage analysis calculations for the existing floodwalls.
7. Perform a geotechnical report, presenting the results of our review, findings and analyses that would be acceptable for FEMA approval, providing the findings are favorable and no remediation is necessary. If remediation is necessary, provide recommendations

The following are the costs for the work described in items 1-10 above:

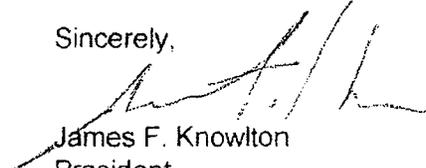
Analyses for Garrison Creek(March 1, 2008 to June 30, 2008) - \$30,941.12

Analyses for Loma Alta Creek(July 4, 2008 to January 8, 2010) - \$22,751.51

TOTAL - \$53,962.63

Theses services have been performed and I am requesting that you provide an addendum to our existing contract for geotechnical services for Loma Alta Creek.

Sincerely,



James F. Knowlton  
President

**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 20th day of October, 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 Weiss  
PETER A. WEISS, CITY MANAGER

BY: Robert Hamilton, A&S.T.  
CITY ATTORNEY

GEOPACIFICA, INCORPORATED  
CONSULTANT

BY: [Signature]

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.

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



Place Notary Seal Above

**OPTIONAL**

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**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: \_\_\_\_\_

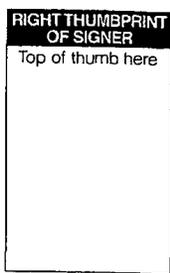
**Capacity(ies) Claimed by Signer(s)**

- 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
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  - Other: \_\_\_\_\_



Signer Is Representing: \_\_\_\_\_