



DATE: November 9, 2011

TO: Honorable Mayor and City Councilmembers

FROM: Development Services Department

SUBJECT: **PROFESSIONAL SERVICES AGREEMENT WITH GEOPACIFICA, INC.,
IN AN AMOUNT NOT TO EXCEED \$40,000 FOR GEOTECHNICAL
REVIEW AND PLAN CHECK SERVICES**

SYNOPSIS

Staff recommends that the City Council approve a one-year Professional Services Agreement with Geopacifica, Inc., of Oceanside in an amount not to exceed \$40,000 for geotechnical review and plan check services, and authorize the City Manager to execute the agreement.

BACKGROUND

The Request for Proposals and Statement of Qualifications for Geotechnical and Geological Review was posted on Ebidboard August 23, 2011, and was viewed by twenty-four registered organizations as shown in Attachment A.

On September 9, 2011, the Development Services Department, Engineering Division, received three proposals for geotechnical services. The scope of services includes: review, respond to, and accept geotechnical reports prepared by outside consultants in connection with design plans in support of development activities; evaluate and advise the City Engineer with regard to geotechnical issues surrounding discretionary projects and California Environmental Quality Act (CEQA) guidelines and requirements; provide public assistance and information regarding geotechnical and geologic issues affecting the community, provide assistance with and coordination of hazardous materials and site clean-up within the City; provide geotechnical support, both in the field and in the office, regarding geotechnical issues during construction; evaluate, inspect and provide recommendations for mining activities with the City.

In addition, the project includes providing plan check services and working with City staff to review engineering plans and reports for compliance with state, city, regional, and local standards.

Among the three firms, the proposed rates for a Geotechnical Engineer or appropriately qualified Civil Engineer and Certified Engineering Geologist in the State of California ranged from \$95 to \$145 per hour. Geopacifica was selected as the most qualified firm based upon knowledge of Northern San Diego County geology and geotechnical conditions, as well as local municipal experience. (See attachment B for Consultant Proposal Rating forms).

Geopacifica's rate is \$95 per hour for geotechnical review and plan check services as needed.

ANALYSIS

Due to decreased staffing of the Engineering Subdivision business unit, it is necessary to use outside engineering services for geotechnical-related services.

Consultant services will be paid at a maximum of \$95 per hour for geotechnical services and for plan check services as needed and limited to a maximum of eight hours per week, not to exceed \$40,000 annually. The term of the agreement is one year.

FISCAL IMPACT

This contract for professional services will run from November 15, 2011, through November 14, 2012. The funding source is the Development Services Fees fund and there is currently \$44,000 unallocated in the Engineering Subdivision professional services line item (425406101.5305) for the remaining 8 months of this fiscal year. Additional funds will be budgeted in FY2012-2013 for the remaining 5 months of the contract. At no time will the outstanding purchase orders exceed the available budget. Therefore, sufficient funds will be available for the one-year duration of this contract.

Council approval is required as this new contract plus the cumulative effect of past expenditures and current outstanding contracts with Geopacifica, Inc. exceeds \$50,000.

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 a one-year Professional Services Agreement with Geopacifica, Inc., of Oceanside in an amount not to exceed \$40,000 for geotechnical review and plan check services, and authorize the City Manager to execute the agreement.

PREPARED BY:



Marty Eslambolchi
City Development 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

Teri Ferro, Financial Services Director



for: 

Attachments:

- A. List from Ebidboard
- B. Consultant Proposal rating forms
- C. PSA

**Request for Proposal and Statement
of Qualifications for Geotechnical and
Geological Review Services**

List from Ebidboard

Attachment A

10/31/2011 0:00

Organization/Division	Address	Phone
1 Geotechnical Engineer <i>Kristen Simeroth</i>	3934 Murphy Canyon Road Suite B205 San Diego, CA 92123	(XXX) XXX-XXXX
2 Advanced Earth Sciences Geotechnical Engineer <i>Suji Somasundaram</i>	9307 Research Drive Irvine, CA 92618	(XXX) XXX-XXXX
3 Advanced Geotechnical Solutions, Inc Geotechnical Engineer <i>Paul DeRisi</i>	5333 Mission Center Road Suite 390 San Diego, CA 92108	(XXX) XXX-XXXX
4 AEC Leads/Savage Cyber Search Plan Room / Service <i>Sonia Savage</i>	PO Box 2625 California City, CA 93504	(XXX) XXX-XXXX
5 AMEC Earth & Environment, Inc. Construction Manager	510 Superior Avenue Suite 200 Newport Beach, CA 92663-3627	(XXX) XXX-XXXX
6 American Geotechnical Geotechnical Engineer <i>Cathrene Glick</i>	22725 Old Canal Road Yorba Linda, CA 92887	(XXX) XXX-XXXX
7 bidnet Service Provider <i>Rebecca Burnham</i>	20a Railroad Ave Albany, NY 12205	(XXX) XXX-XXXX
8 Christian Wheeler Engineering Geotechnical Engineer <i>Steve Karius</i>	3980 Home Avenue San Diego, CA 92105	(XXX) XXX-XXXX
9 Clevenger Geoconsulting, Inc. Service Provider <i>William Clevenger</i>	2589 Park Ridge Drive Escondido, CA 92025	(XXX) XXX-XXXX

10	Construction Testing & Engineering, Inc. General Contractor <i>Bobby Kopet</i>	1441 Montiel Road Suite 115 Escondido, CA 92026	(XXX) XXX-XXXX
11	Envirobidnet.com and Entram Corp Other	24123 Peachland Blvd Port Charlotte, FL 33954	(XXX) XXX-XXXX
12	Geocon Incorporated Geotechnical Engineer <i>Victoria Baldassini</i>	6960 Flanders Drive San Diego, CA 92121	(XXX) XXX-XXXX
13	GeoDesign Geotechnical Engineer <i>John Gannon</i>	15575 SW Sequoia Parkway, Suite 100 Portland, OR 97224	(XXX) XXX-XXXX
14	Group Delta Consultants, Inc. Geotechnical Engineer <i>Dick Roberts</i>	9245 Activity Road Suite 103 San Diego, CA 92126	(XXX) XXX-XXXX
15	Hetherington Engineering Geotechnical Engineer	5205 Avenida Encinas Suite A Carlsbad, CA 92008	(XXX) XXX-XXXX
16	IMS Service Provider	945 HORNBLEND ST STE G SAN DIEGO, CA 92109	(XXX) XXX-XXXX
17	James R. Hargrove Consulting Services Other	10011 Folsom Blvd #227 Sacramento, CA 95827	(XXX) XXX-XXXX
18	Koury Engineering & Testing Geotechnical Engineer <i>Bridget Hill Sherman</i>	14280 Euclid Avenue Chino, CA 91710	(XXX) XXX-XXXX
19	Ninyo & Moore Geotechnical Engineer <i>Cherrie Bowman</i>	5710 Ruffin Road San Diego, CA 92123	(XXX) XXX-XXXX
20	Oilfield Environmental & Compliance Subcontractor <i>Kevin Calcagno</i>	307 Roemer Way Suite 300 Santa Maria, CA 93454	(XXX) XXX-XXXX
21	Petra Geotechnical Geotechnical Engineer	42240 Green Way Ste E Palm Desert, CA 92211	(XXX) XXX-XXXX

- | | | |
|--|--|----------------|
| 22 RMA Group
Geotechnical Engineer
<i>Kerry Craft</i> | 12130 Santa Margarita CT
Rancho Cucamonga, CA 91730 | (XXX) XXX-XXXX |
| 23 Southern California Soil and Testing, Inc
Geotechnical Engineer
<i>David Lewis</i> | 6280 Riverdale Street
San Diego, CA 92120 | (XXX) XXX-XXXX |
| 24 Testing Engineers Vertical V
Geotechnical Engineer
<i>Mark Baron</i> | 7895 Convoy Court
Suite 18
SAN DIEGO, CA 92111 | (XXX) XXX-XXXX |

CONSULTANT PROPOSAL - RATING FORM

Name of Firm(s): Geopacifica, GeoSoils, AGS Date: 9/14/2011
 Project/Service: Geotechnical Consulting Services Project/Acct. No.: NA

ITEM	POINTS	CONSULTANT		
		Geopacifica	GeoSoils	AGS
II. QUALIFICATIONS OF FIRM AND MEMBERS				
A. Specialized expertise of members	30	30	28	28
B. Adequacy of staff and resources.				
III. PERFORMANCE OF WORKS SIMILAR IN CHARACTER				
A. Comparable work (local area preferred).	20	19	18	12
B. Proposal submitted by Oceanside firm.				
C. Proposal included an Oceanside firm as part of a consulting team.				
D. Additional points based on abilities, qualifications, and commitment of Oceanside firm.				
IV. ABILITY TO PROVIDE SERVICES				
A. Ability to complete job on time.	10	8	8	7
V. QUALITY OF PROPOSAL				
A. Satisfactorily address all objectives.	20	18	21	21
B. Provide additional amplifying information.				
C. Presentation, clarity, neatness.				
VI. WORK PERFORMANCE FOR THE CITY				
A. No work in past 12 months.	10	8	10	10
B. Work in past 12 months - ** Deductions based on contract, see below				
VII. PRICE				
A. Overall cost.	10	9	7	8
TOTALS:	100	89	87	86

Rated By: _____
 Name: Gabor Pakozdi
 Title: Associate Engineer
 Date: 10/3/2011

Ranking:
 1. Geopacifica
 2. GeoSoils
 3. AGS
 4. _____
 5. _____

**** Deductions:** Contract Amount <\$25,000 = 0 points; <\$50,000 = -2 points; <\$100,000 = -4 points; <\$150,000 = -6 points; <\$200,000 = -8 points

CONSULTANT PROPOSAL - RATING FORM

Name of Firm(s): Geopacifica, GeoSoils, AGS

Date: 9/14/2011

Project/Service: Geotechnical Consulting Services

Project/Acct. No.: NA

ITEM	POINTS	CONSULTANT		
		Geopacifica	GeoSoils	AGS
I. QUALIFICATIONS OF FIRM AND MEMBERS				
A. Specialized expertise of members	30	30	30	30
B. Adequacy of staff and resources.				
II. PERFORMANCE OF WORK SIMILAR IN CHARACTER				
A. Comparable work (local area preferred).	20	20	17	14
B. Proposal submitted by Oceanside firm.				
C. Proposal included an Oceanside firm as part of a consulting team.				
D. Additional points based on abilities, qualifications, and commitment of Oceanside firm.				
III. ABILITY TO PROVIDE SERVICES				
A. Ability to complete job on time.	10	10	10	10
IV. QUALITY OF PROPOSAL				
A. Satisfactorily address all objectives.	20	17	19	18
B. Provide additional amplifying information.				
C. Presentation, clarity, neatness.				
V. WORK PERFORMANCE FOR THE CITY				
A. No work in past 12 months.	10	8	10	10
B. Work in past 12 months - ** Deductions based on contract, see below				
VI. PRICE				
A. Overall cost.	10	10	7	8
TOTALS:		100	95	93
		90		

Rated By:

Name: Fred Tafaghodi

Title: Associate Engineer

Date: 10/3/2011

Ranking:

1 Geopacifica

2 GeoSoils

3 AGS

4 _____

5 _____

**** Deductions:** Contract Amount <\$25,000 = 0 points; <\$50,000 = -2 points; <\$100,000 = -4 points; <\$150,000 = -6 points; <\$200,000 = -8 points

CONSULTANT PROPOSAL - RATING FORM

Name of Firm(s): Geopacifica, GeoSoils, AGS

Date: 9/14/2011

Project/Service: Geotechnical Consulting Services

Project/Acct. No.: NA

ITEM	POINTS	CONSULTANT		
		Geopacifica	GeoSoils	AGS
I. QUALIFICATIONS OF FIRM AND MEMBERS				
A. Specialized expertise of members	30	27	25	23
B. Adequacy of staff and resources.				
II. PERFORMANCE OF WORK SIMILAR IN CHARACTER				
A. Comparable work (local area preferred).	20	20	17	15
B. Proposal submitted by Oceanside firm.				
C. Proposal included an Oceanside firm as part of a consulting team.				
D. Additional points based on abilities, qualifications, and commitment of Oceanside firm.				
III. ABILITY TO PROVIDE SERVICES				
A. Ability to complete job on time.	10	7	8	8
IV. QUALITY OF PROPOSAL				
A. Satisfactorily address all objectives.	20	15	17	17
B. Provide additional amplifying information.				
C. Presentation, clarity, neatness.				
V. WORK PERFORMANCE FOR THE CITY				
A. No work in past 12 months.	10	8	10	10
B. Work in past 12 months - ** Deductions based on contract, see below				
VI. PRICE				
A. Overall cost.	10	10	7	10
TOTALS:		100	87	84
		87	84	83

Rated By:

Name: Paul Pham
 Title: Asst. Engineer
 Date: 10/5/2011

Ranking:

- 1 Geopacifica
- 2 GeoSoils
- 3 AGS
- 4
- 5

**** Deductions:** Contract Amount <\$25,000 = 0 points; <\$50,000 = -2 points; <\$100,000 = -4 points; <\$150,000 = -6 points; <\$200,000 = -8 points

CONSULTANT PROPOSAL - RATING FORM

Name of Firm(s): Geopacifica, GeoSoils, AGS

Date: 9/14/2011

Project/Service: Geotechnical Consulting Services

Project/Acct. No.: NA

ITEM	POINTS	CONSULTANT		
		Geopacifica	GeoSoils	AGS
III. QUALIFICATIONS OF FIRM AND MEMBERS	30	30	29	29
A. Specialized expertise of members				
B. Adequacy of staff and resources.				
IV. PERFORMANCE OF WORKS SIMILAR IN CHARACTER	20	20	13	12
A. Comparable work (local area preferred).				
B. Proposal submitted by Oceanside firm.				
C. Proposal included an Oceanside firm as part of a consulting team.				
D. Additional points based on abilities, qualifications, and commitment of Oceanside firm.				
V. ABILITY TO PROVIDE SERVICES	10	8	8	8
A. Ability to complete job on time.				
VI. QUALITY OF PROPOSAL	20	17	23	25
A. Satisfactorily address all objectives.				
B. Provide additional amplifying information.				
C. Presentation, clarity, neatness.				
VII. WORK PERFORMANCE FOR THE CITY	10	8	10	10
A. No work in past 12 months.				
B. Work in past 12 months - ** Deductions based on contract, see below				
VIII. PRICE	10	9	7	9
A. Overall cost.				
TOTALS:	100	92	90	91

Rated By:

Name: Marty Eszlambolchi
 Title: City Development Engineer
 Date: 10/3/2011

- Ranking:
- 1 Geopacifica
 - 2 AGS
 - 3 GeoSoils
 - 4 _____
 - 5 _____

**** Deductions:** Contract Amount <\$25,000 = 0 points; <\$50,000 = -2 points; <\$100,000 = -4 points; <\$150,000 = -6 points; <\$200,000 = -8 points

CITY OF OCEANSIDE

PROFESSIONAL SERVICES AGREEMENT

**PROJECT: Geotechnical Review and Plan Checking Services
(425406101.5305)**

THIS AGREEMENT, dated October ____, 2011, for identification purposes, is made and entered into by and between the CITY OF OCEANSIDE, a municipal corporation, hereinafter designated as "CITY", and GEOPACIFICA, hereinafter designated as "CONSULTANT."

NOW THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. **SCOPE OF WORK.** The project is more particularly described as follows: Review, respond to, and accept geotechnical reports prepared by outside consultants in connection with design plans in support of development activities; evaluate and advise the City Engineer with regard to geotechnical issues surrounding discretionary projects and CEQA guidelines and requirements; provide public assistance and information regarding geotechnical and geologic issues affecting the community; provide assistance with and coordination of hazardous materials and site clean-up within the City; provide geotechnical support, both in the field and in the office, regarding geotechnical issues during construction; evaluate, inspect and provide recommendations for mining activities with the City.

In addition, project includes providing plan check services; work with City staff to review engineering plans and reports for compliance with state, city, regional, and local standards.

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.

**Geotechnical Review and Plan Check Services
(425406101.5305)**

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 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 A-X or higher by A.M. Best.
- 4.6 CONSULTANT shall provide thirty (30) days written notice to the CITY should any policy required by this Agreement 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, at minimum, 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.

**Geotechnical Review and Plan Check Services
(425406101.5305)**

6. **CONSULTANT'S INDEMNIFICATION OF CITY.** To the greatest extent allowed by law, 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 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. **OWNERSHIP OF DOCUMENTS.** All plans and specifications, including details, computations and other documents, prepared or provided by the CONSULTANT under this Agreement shall be the property of the CITY. The CITY agrees to hold the CONSULTANT free and harmless from any claim arising from any use, other than the purpose intended, of the plans and specifications and all preliminary sketches, schematics, preliminary plans, architectural perspective renderings, working drawings, including details, computation and other documents, prepared or provided by the CONSULTANT. CONSULTANT may retain a copy of all material produced under this Agreement for the purpose of documenting their participation in this project.
8. **COMPENSATION.** CONSULTANT'S compensation for all work performed in accordance with this Agreement, shall not exceed the total contract price of \$40,000 for one year. Compensation to the CONSULTANT shall not exceed \$95 per hour for Geotechnical review and plan check services as needed, for a maximum of eight (8) hours per week, not to exceed the annual contract amount of \$40,000. Hourly billing rate is inclusive of all services, including but not limited to, mileage, overhead, supplies, and all internal discussions among the CONSULTANT'S staff. Review work shall be performed at the designated location within City Hall, unless otherwise specified by the City Engineer.

**Geotechnical Review and Plan Check Services
(425406101.5305)**

CONSULTANT shall provide detail invoices that include the project names, file numbers and hours spent on each project. In the event the CONSULTANT is requested to provide additional services to other Development Services Divisions or Departments, separate detailed invoices shall be submitted.

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 that results in incidental expenses to CITY.

9. **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.
10. **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.
11. **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.

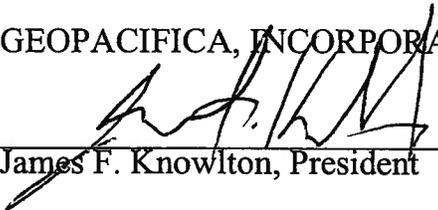
Should any provision herein be found or deemed to be invalid, the Agreement shall be construed as not containing such provision, and all other provisions, which are otherwise lawful, shall remain in full force and effect, and to this end the provisions of this Agreement are severable.

12. **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.

**Geotechnical Review and Plan Check Services
(425406101.5305)**

13. **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 on the dates set forth below.

GROPACIFICA, INCORPORATED
By: 
James F. Knowlton, President

CITY OF OCEANSIDE
By: _____
City Manager

Date: 10/10/11

Date: _____

33-0207383
Employer ID No.

APPROVED AS TO FORM:

City Attorney

NOTARY ACKNOWLEDGMENTS OF CONSULTANT MUST BE ATTACHED.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

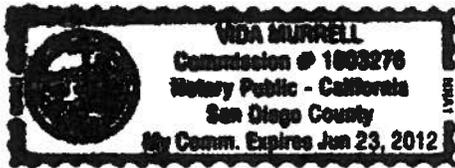
State of California

County of San Diego

On 12/10/11 before me, Vida Murrell, notary public

personally appeared James F. Knowlton

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 for Geotechnical Review + Plan Check Series

Document Date: Oct. 2011 Number of Pages: 10

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

Capacity(ies) Claimed by Signer(s)

Two columns of checkboxes for capacity claims (Corporate Officer, Individual, Partner, Attorney in Fact, Trustee, Guardian or Conservator, Other) and signature lines. Includes 'RIGHT THUMBPRINT OF SIGNER' boxes with 'Top of thumb here' instructions. The entire section is crossed out with a large diagonal line.

CONSULTANT PROPOSAL RATING FORM

	GEOPACIFICA	GEOSOILS	AGS
Gabor Pakozdi	89	87	86
Fred Tafaghodi	95	93	90
Paul Pham	87	84	83
Marty Eslambolchi	92	90	91
Average	90.75	88.5	87.5