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DATE: August 6, 2014

TO: Honorable Mayor and City Councilmembers

FROM: Development Services Department

SUBJECT: **APPROVAL OF CHANGE ORDER 4 TO THE CONTRACT FOR THE REVISED EL CORAZON RECLAMATION PLAN IMPROVEMENT PROJECT WITH BONSCALL PETROLEUM CONSTRUCTION, INC., IN THE AMOUNT OF \$286,292; APPROVAL OF AMENDMENT 1 TO THE PROFESSIONAL SERVICES AGREEMENT WITH SOWARDS AND BROWN ENGINEERING, INC., IN THE AMOUNT OF \$31,300; AND APPROVAL OF AMENDMENT 1 TO THE PROFESSIONAL SERVICES AGREEMENT WITH GEOPACIFICA, INC., IN THE AMOUNT OF \$16,600**

**SYNOPSIS**

Staff recommends that the City Council approve Change Order 4 to the Revised El Corazon Reclamation Plan Improvement Project Contract with Bonsall Petroleum Construction, Inc., in the amount of \$286,292 for additional earthwork and storm water quality improvements; approve Amendment 1 to the Professional Services Agreement with Sowards and Brown Engineering in the amount of \$31,300 for additional engineering and surveying services; approve Amendment 1 to the Professional Services Agreement with GeoPacifica, Inc., in the amount of \$16,600 for additional geotechnical inspection services; approve a budget appropriation of \$334,192 from the Real Property Revenue Account to the Silica Reclamation Business Account; authorize the City Engineer to execute the change order (this is the final change order to complete this project with Bonsall Petroleum Construction; the next step will be to file a Notice of Completion); and authorize the City Manager to execute the amendments.

**BACKGROUND**

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

To facilitate the City's obligation to grade the Property, in June 2013 the City Council approved the Revised El Corazon Reclamation Plan Improvement Project Contract ("Contract") with Bonsall Petroleum Construction, Inc., ("Contractor") in the amount of \$1,455,705. To provide engineering and surveying related services for the Contract the City Council, in August 2013, approved a Professional Services Agreement with Sowards and Brown Engineering, Inc. ("Consultant"), in the amount of \$118,000. To provide Geotechnical and Stormwater inspection services for the Contract, the City Council in August 2013 approved a Professional Services Agreement with GeoPacifica Inc., in the amount of \$128,800.

During the course of the grading of the Property by Contractor there have been three change orders to the Contract. Change Order 1 to the Contract occurred in January 2014 to address unforeseen ground water conditions and was administratively approved. In March 2014 the City Council approved Change Order 2 to the Contract, which accelerated the completion date of the field portion of the Project in order to provide a portion of the Property to Lessee so that they could timely install the grass on the fields. In June 2014 Change Order 3 was administratively approved to release the retention.

## **ANALYSIS**

Under the Contract, the Contractor is required to mass grade a certain quantity of earthwork material and install certain drainage related improvements based on an estimated Bid Schedule. In the event there is a change in the quantity of earthwork material to be graded in order to complete the Project, a calculation of the difference needs to be performed.

The final change order to the Contract ("Change Order 4") reconciles the estimated Bid Schedule quantity to an actual quantity, by aerial flyover volume calculation and also addresses a change in the drainage improvements. This change order compensates the Contractor for \$77,964 of additional improvements regarding compliance with the San Diego Regional Water Quality Control Board (RWQCB) requirements and \$208,328 of additional earthwork.

The storm water quality improvements were amended and needed modifications in order to maintain compliance with current regulations. All construction/development projects in the State of California must meet the requirements of the Construction General Permit and the Municipal Storm Water Permit. A fair share of the respective cost will be reimbursed by Sudberry Development.

The additional earthwork cost is the result of several factors. Encountering an earthwork quantity difference between estimated volume and actual volume of material moved is a common occurrence in grading projects. Variables including sub-surface conditions, depth of removals needed to reach acceptable sub-grade, material consistency, and soil swell/shrinkage factors are not definitively known until grading activities are underway. The initial soil analysis generally provides imperfect information, a hint of what will be discovered underground, and the data is not conclusive. It is through field inspection during grading activities that a soils engineer can observe a complete picture of the project's soil

condition. While the underlying soil composition is exposed, changes to the anticipated conditions are identified and additional remedial measures and/or removal recommendations are made. This approach and methodology is standard industry practice. For this project, the changed conditions are as follow:

- In order to meet unforeseen environmental requirements, there was a need to re-orient the field boundary after the bidding, which impacted the earthwork quantities.
- In the original Contract, staff specified pervious material for the 1-foot cap from the borrow site. However, near the end of the project the material excavated from the onsite location was not of the quantity anticipated through the potholing and soil analysis. Therefore, the Contractor had to find and mine suitable material from another location. This effort required additional equipment and man hours.
- Due to soil variables encountered on this project (water content, irregular soil types, and dissimilar sub-surface conditions), the excavated quantity increased by 4,700 cubic yards and the fill quantity increased by 71,727 cubic yards. The sum of these quantities is less than 5% difference from the original 1,654,700 cubic yards estimated to be handled. This value falls within an acceptable variance range.

The amendments with Sowards and Brown Engineering Inc., and GeoPacifica Inc., compensate the Consultants for additional engineering, survey and inspection services. The additional work includes inspection and design services associated with the new drainage improvements, aerial survey services and corresponding volume calculation.

### **FISCAL IMPACT**

A budget increase of \$334,192 to the Silica Reclamation Business Account is needed to cover the additional costs. \$286,292 for Change Order 4 to Bonsall Petroleum will be appropriated to 912880500501.5703.10600 and \$47,900 will be appropriated to 912880500501.5305.10600 for the amendments to Sowards and Brown and GeoPacifica. The funding source is sale proceeds in the Real Property Revenue Account 101.4501.100365. The General Fund Unassigned Reserves currently has \$2,800,000 available.

<b>Item</b>	<b>Description</b>	<b>Cost</b>
Original Contract	El Corazon Reclamation	\$1,455,705
Change Order # 1	Unforeseen Groundwater Condition	\$20,640
Change Order # 2	Project Acceleration	\$256,000
Change Order # 3	Retention Release	\$0
Change Order # 4	Final Earthwork Quantity & Stormdrain Imp's	\$286,291
<b>Total</b>		<b>\$2,018,636</b>

**INSURANCE REQUIREMENTS**

Contractor and Consultant will continue to comply with the City minimum insurance coverage requirements throughout the term of their respective Contract and Agreement.

**COMMISSION OR COMMITTEE REPORT**

Does not apply.

**CITY ATTORNEY’S ANALYSIS**

The referenced documents have been reviewed by the City Attorney and approved as to form.

**RECOMMENDATION**

Staff recommends that the City Council approve Change Order 4 to the Revised El Corazon Reclamation Plan Improvement Project Contract with Bonsall Petroleum Construction, Inc., in the amount of \$286,292 for additional earthwork and storm water quality improvements; approve Amendment 1 to the Professional Services Agreement with Sowards and Brown Engineering in the amount of \$31,300 for additional engineering and surveying services; approve Amendment 1 to the Professional Services Agreement with GeoPacifica, Inc., in the amount of \$16,600 for additional geotechnical inspection services; approve a budget appropriation of \$334,192 from the Real Property Revenue Account to the Silica Reclamation Business Account; authorize the City Engineer to execute the change order (this is the final change order to complete this project with Bonsall Petroleum Construction; the next step will be to file a Notice of Completion); and authorize the City Manager to execute the amendments.

PREPARED BY:

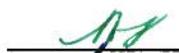
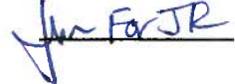
  
\_\_\_\_\_  
Scott O. Smith  
City Engineer

SUBMITTED BY:

  
\_\_\_\_\_  
Steven R. Jepsen  
City Manager

REVIEWED BY:

Michelle Skaggs Lawrence, Deputy City Manager  
Douglas Eddow, Real Estate Manager  
James R. Riley, Financial Services Director

  
\_\_\_\_\_  
  
\_\_\_\_\_  
  
\_\_\_\_\_  
Jim For JR

Attachments

- 1. Bonsall Petroleum: Change Orders 1-4.
- 2. Sowards and Brown Engineering: Amendment 1 and original PSA
- 3. GeoPacifica Inc.: Amendment 1 and original PSA

**CITY OF OCEANSIDE  
CONTRACT CHANGE ORDER NO. 4**

**PROJECT TITLE:  
 EL CORAZON – ROUGH GRADING  
 (SILICA RECLAMTION)**

DATE: June 30, 2014  
 PROJECT # (912880500501)  
 CHANGE ORDER 4  
 PURCHASE ORDER # 1001942

**This change order provides for:** increases or decreases to the estimated quantities shown in Section 3.5 “Bid Schedule” of the Bid Documents for work that occurred in the field during the construction of the El Corazon – Rough Grading (Silica Reclamation) as follows:

- Adjustment in estimated quantities to actual to-date quantities that it took to complete the project to match the construction plans and account for unforeseen conditions,
- And omit bid items not used to complete the project to match the construction plans and account for unforeseen conditions,
- And add bid items to complete the project to match the construction plans and account for unforeseen conditions.

**Cost of Change:** The Contractor agrees and accepts the bid item quantities as adjusted below, as final quantities to complete the work. Decreases in cost are show as (\$xx.xx).

Quantity Adjustment

- 1) Bid Item No. 3 Unclassified Excavation, this item shall increase by 4,700 Cubic Yard, at \$0.33 per Cubic Yard for a contract increase of \$1,551.00..... \$ 1,551.00
- 2) Bid Item No. 8 Unclassified Fill, this item shall increase by 71,727 Cubic Yard at \$0.95 per Cubic Yard for a contract increase of \$68,140.95..... \$ 68,140.65
- 3) Bid Item No. 15 Rip Rap – SDRSD D-40, this item shall decrease by 1 Each at \$1,500.00 Each, for a contract increase of \$1,500.00..... (\$ 1,500.00)

Omitted Work

- Omit Bid Item No. 12 ..... (\$ 13,580.00)
- Omit Bid Item No. 13 ..... (\$ 20,300.00)
- Omit Add Alternative Bid Item No. 3 ..... (\$ 12,190.00)
- Omit Add Alternative Bid Item No. 4 ..... (\$ 12,000.00)

Added Work

Add Storm Water BMPs Improvements, Lump Sum of..... \$ 137,533.70  
Add Top 1' Cap Material, 92,500 Cubic Yard at \$1.50 per Cubic Yard, for a contract increase  
of..... \$ 138,636.00

By this Change Order the Contract Unit Prices shall prevail for the adjustments that reflect actual quantities. No unit price adjustment will be made for quantities that increase or decrease by more than 25 percent of the estimated amount shown in the Bid Schedule.

**Contract Time Adjustment:** No time adjustments are warranted for the above work.

<b>Total for Change Order # 4,</b>	<b>\$</b>	<b>286,291.35</b>	
Contract amount:	\$	1,455,705.00	100.000 %
Prior Change Orders & percent	\$	276,640.00	19.000 %
Subtotal & percent	\$	1,732,345.00	100.000 %
Change Order 4 & percent	\$	286,291.35	16.500 %
Total & percent	\$	2,018,636.35	116.500 %

Contractor shall not be entitled to any additional payment regarding the work of this Change Order.

Cost Impact: Increase X Decrease      No Change

By reason of this order the time of completion will be adjusted as follows: 0 days.

Recommended by: Abraham Chen  
Abraham Chen, Project Manager  
CITY OF OCEANSIDE

**Contract Summary:**

Initial Contract Amount: \$ ~~18,062,414.70~~ <sup>1,455,705</sup>             
Prior CCOs (1-3) \$ 276,640.00  
Change Order No. 4 \$ 286,291.35  
Total to Date: \$ 2,018,636.35

Accepted By: Laurie Perriault  
Printed Name: Laurie Perriault  
**BONSALL PETROLEUM  
CONSTRUCTION, Inc., Contractor**

Approved by: \_\_\_\_\_  
**Scott Smith, CITY ENGINEER  
CITY OF OCEANSIDE**

Additional Appropriation Required: X  
Yes No

Original to: City Clerk  
Copies to: Accounts Payable Contractor Inspector File

**CITY OF OCEANSIDE  
CONTRACT CHANGE ORDER**

**PROJECT TITLE:** EL CORAZON – ROUGH GRADING (SILICA RECLAMATION)

CHANGE ORDER No. 3  
PROJECT No. 912880500501  
DATE 6/3/2014  
PURCHASE ORDER # 1001942

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**This change order provides for:** Release of the Retention: Revised as follow:

- Section 7.17.1 REQUEST FOR PAYMENT, Page 60, 6<sup>th</sup> paragraph, Line 2; Omit "five percent (5%) shall be deducted and retained by the AGENCY, and the remainder".
- Delete Section 7.17.2 REDUCTION OF RETENTION.
- Section 7.19 ACCEPTANCE OF WORK; FINAL PAYMENT, Page 62, 5<sup>th</sup> paragraph; Omit "The five percent (5%) retention shall be paid to the CONTRACTOR thirty-five (35) days after the sate of the recording of the Notice of Completion".

**Cost of Change:**

Cost: Increase \_\_\_\_\_ Decrease \_\_\_\_\_ No Change  X

Upon careful consideration of the work specified by this change order, the contractor agrees to provide all equipment and labor, to furnish the materials except as otherwise noted above, and will accept the prices shown above as full payment to perform the services necessary to complete the work in place.

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**Contract Time Adjustment:**

By reason of this order the time of completion will be adjusted as follows: reduction of  0  working days.

**CITY OF OCEANSIDE  
CONTRACT CHANGE ORDER**

**PROJECT TITLE:** EL CORAZON – ROUGH GRADING (SILICA RECLAMATION)

CHANGE ORDER No. 2  
PROJECT No. 912880500501  
DATE 2/19/2014  
PURCHASE ORDER # 1001942

**This change order provides for:** Expediting the project completion date: Revised as follow:

- Section 5.1.4 CONTRACTOR OBLIGATION, Page 30, 4<sup>th</sup> paragraph, Line 4; Omit "with in the CONTRACT TIME of 300 working days after the Commencement Date set forth in the Notice to Proceed is sent by the Agency". Add "with in the CONTRACT TIME of 180 working days after the Commencement Date set forth in the Notice to Proceed is sent by the Agency".
- Section 6. NOTICE TO PROCEED, 3<sup>rd</sup> paragraph, Line 3, Omit "within the Contract time of 300 working days after the date of the commencement of the Contract time". Add "within the Contract time of 180 working days after the date of the commencement of the Contract time".
- Section 6. NOTICE TO PROCEED, 4<sup>rd</sup> paragraph, Line 1, Omit "Therefore, the date of completion of all work under the Agreement ("Completion Date") is the 24<sup>th</sup> day of December, 2014". Add "Therefore, the date of completion of all work under the Agreement ("Completion Date") is the 1st day of July, 2014".

**Cost of Change:** In accordance with Section 7.21.4 (b) CHANGE IN CONTRACT PRICE of the General Provisions, this Change Order compensates Bonsall Petroleum Construction, Inc. as follows:

The Contractor agrees to accept the Lump Sum of \$256,000.00 for expediting the Work to reduce of Contract Working Days:

Cost: Increase \$256,000.00 Decrease \_\_\_\_\_ No Change \_\_\_\_\_

Upon careful consideration of the work specified by this change order, the contractor agrees to provide all equipment and labor, to furnish the materials except as otherwise noted above, and will accept the prices shown above as full payment to perform the services necessary to complete the work in place.

**Contract Time Adjustment:**

By reason of this order the time of completion will be adjusted as follows: reduction of 120 working days.

**CITY OF OCEANSIDE  
CONTRACT CHANGE ORDER**

**PROJECT TITLE: EL CORAZON – ROUGH GRADING (SILICA RECLAMATION)**

CHANGE ORDER No. 2  
 PROJECT No. 912880500501  
 DATE 2/19/2014  
 PURCHASE ORDER # 1001942

**Contract Summary:**

Initial Contract Amount	\$ 1,455,705.00	(100.0%)
Previously Approved CCOs (-)	\$ 0	(+0.0%)
Council Approved Contract Amt.:	\$ 1,455,705.00	(100.0%)
Change Order No(1).	\$ 20,640.00	(+1.4%)
This Change Order No. (2)	\$ 256,000.00	(+17.6%)
Contract Amount To Date:	\$ 1,732,345.00	(+119.0%)

Recommended by: Abraham Chen  
 Abraham Chen, Project Manager  
 CITY OF OCEANSIDE

Accepted: Laurie Perrault  
 Printed name: Laurie Perrault  
**BONSALL PETROLEUM  
 CONSTRUCTION, INC.**

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

City Engineer Authority (Section 5.1.3)

City Council Action Required	<u>X</u> Yes	No	<u>N/A</u> Council Date
Additional Appropriation Required	<u>X</u> Yes	No	

Original to: City Clerk, Contractor

Copies to: Accounts Payable, File

**CITY OF OCEANSIDE  
CONTRACT CHANGE ORDER**

**PROJECT TITLE:** EL CORAZON -- ROUGH GRADING (SILICA RECLAMATION)

CHANGE ORDER No. 1  
PROJECT No. 912880500501  
DATE 1/16/2014  
PURCHASE ORDER # 1001942

**This change order provides for:** Sub-drain installation for unforeseen sub-terrain water condition encounter throughout the site.

**Cost of Change:** In accordance with Section 7.21.4 (b) CHANGE IN CONTRACT PRICE of the General Provisions, this Change Order compensates Bonsall Petroleum Construction, Inc. as follows:

For this work the Contractor agrees to accept the following Unit Price for installation of Sub-drain:

Description	Estimated Quantity	Unit Price	Extended Amount
Sub-drain	1,000 LF	\$20.64	\$20,640.00

Cost: Increase \$20,640.00 Decrease \_\_\_\_\_ No Change \_\_\_\_\_

Upon careful consideration of the work specified by this change order, the contractor agrees to provide all equipment and labor, to furnish the materials except as otherwise noted above, and will accept the prices shown above as full payment to perform the services necessary to complete the work in place.

**Contract Time Adjustment:**

By reason of this order the time of completion will be adjusted as follows 0 days.

**Contract Summary:**

Recommended by: Abraham Chen  
Abraham Chen, Project Manager  
CITY OF OCEANSIDE

Initial Contract Amount	\$ <u>1,455,705.00</u>	(100.0%)	Accepted:
Previously Approved CCOs (1-xx)	\$ <u>0</u>	(+0.0%)	Printed name: <u>Laurie Rossant</u>
Council Approved Contract Amt.:	\$ <u>1,455,705.00</u>	(100.0%)	<b>BONSALL PETROLEUM CONSTRUCTION, INC.</b>
Change Order No(x). (xx-yy)	\$ <u>0</u>	(+0.0%)	
This Change Order No. (1)	\$ <u>20,640.00</u>	(+1.4%)	
Contract Amount To Date:	\$ <u>1,476,345.00</u>	(+101.4%)	Approved By:

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

City Engineer Authority (Section 5.1.3)

City Council Action Required	<u>Yes</u>	<u>X</u> No	<u>N/A</u> Council Date
Additional Appropriation Required	<u>Yes</u>	<u>X</u> No	

Original to: City Clerk, Contractor

Copies to: Accounts Payable, File

**CITY OF OCEANSIDE**

**AMENDMENT #1 TO  
PROFESSIONAL SERVICES AGREEMENT**

**PROJECT: AMENDMENT #1 TO THE EL CORAZON BACKFILL CONSTRUCTION STAKING AND ENGINEERING SUPPORT SERVICES FOR SOCCER FIELD GRADING**

This AMENDMENT NO. 1 TO THE PROFESSIONAL SERVICES AGREEMENT is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2014, by and between the CITY OF OCEANSIDE, a municipal corporation, hereinafter designated as "CITY", and SOWARDS AND BROWN ENGINEERING, hereinafter designated as "CONSULTANT."

**RECITALS**

WHEREAS CITY and CONSULTANT entered into a professional services agreement thereto (the "Agreement") whereby CONSULTANT was to provide engineering and survey services for the El Corazon Soccer Field Grading.

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 #1 expands the scope of the basic services under the contract as described in **Exhibit A**, 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 \$31,300 for the additional work for a total contract amount not to exceed \$149,300.**

- 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 #1 TO:  
EL CORAZON BACKFILL CONSTRUCTION STAKING AND ENGINEERING  
SUPPORT SERVICES FOR SOCCER FIELD GRADING**

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

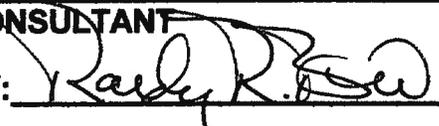
**CITY OF OCEANSIDE**

BY: \_\_\_\_\_  
STEVEN R. JEPSEN, CITY MANAGER

**APPROVED AS TO FORM:**

BY: , #867.  
CITY ATTORNEY

**SOWARDS AND BROWN ENGINEERING  
CONSULTANT**

BY:  6/17/14

NAME: RANDY R. BROWN

TITLE: VICE PRESIDENT

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

Notarial Certificate Attached  
Date 6/17/2014

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

State of California

County of San Diego }

On June 17, 2014 before me, Amy N. Stevens, Notary Public  
Date Here Insert Name and Title of the Officer

personally appeared Randy R. Brown  
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: [Signature]  
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 #1

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

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

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

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

Corporate Officer — Title(s): \_\_\_\_\_  Corporate Officer — Title(s): \_\_\_\_\_

Individual  Partner —  Limited  General  Individual  Partner —  Limited  General

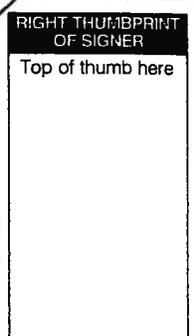
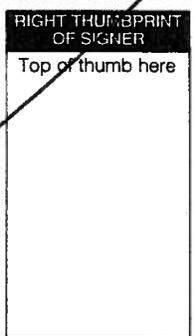
Attorney in Fact  Attorney in Fact

Trustee  Trustee

Guardian or Conservator  Guardian or Conservator

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

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



**Exhibit "A"**

# SOWARDS AND BROWN ENGINEERING

May 29, 2014

Douglas E. Eddow  
City of Oceanside  
Property Management Division  
300 N. Coast Highway  
Oceanside CA 92054

Re: Proposal for Engineering Support and Aerial Survey Services Amendment to El Corazon Project  
(Portion of APN: 162-082-51)

Dear Doug:

We are pleased to provide this proposal for Engineering Support and Aerial Survey Services for the El Corazon Project. We propose to provide the following services:

I. Stormwater Hydromodification Design Services

- A. Coordinate with City's hydrologist and City of Oceanside as necessary to incorporate hydromodification design in accordance with State Water Quality Control Board requirements
- B. Revise project design to reflect recommendations from City's hydrologist through iterative process and attend meetings as necessary to review with City of Oceanside and Soccer Group to provide preferred layout
- C. Revise construction drawings to reflect preferred layout

Fee: \$ 7,125.00

II. Structural Design Services for Non-Standard Hydromodification Storm Drain Inlet

Structural design and drafting to include structural calculations for Non-Standard Hydromodification Storm Drain Inlet included on construction drawings

Fee: \$ 875.00

III. Value Engineering Redesign Services

- A. Coordinate with City of Oceanside and Soccer Group to discuss site layout revisions to reduce grading and relocate Maintenance Areas
- B. Prepare Planning Study to relocate Maintenance Area in northeast area of project
- C. Prepare Planning Study to lower northwest area of project approximately ten feet to provide Maintenance Area at lower elevation and reduce earthwork quantities
- D. Revise construction drawings to reflect preferred layout to lower northwest area of project for proposed Maintenance Area

Fee: \$ 3,500.00

IV. Aerial Survey Services

- A. Field survey to establish ground control for aerial survey
- B. Fly and scribe aerial topography of subject site to update previous topography flown January 2013 and provide topography drawing of entire El Corazon Specific Plan Area
- C. Perform earthwork quantity take-offs to establish geometric grading quantities since January 2013 aerial topography
- D. Attend meeting as requested by City Staff to discuss geometric grading quantities

Fee: \$ 19,800.00

Total Amendment Fee Amount: \$ 31,300.00

+ reimbursable expenses

Feel free to call if you have any questions after reviewing this proposal. If it meets with your approval it may serve as a basis for agreement by affixing the appropriate signatures to the attached agreement and returning it to this office.

Sincerely,

A handwritten signature in black ink, appearing to read "Randy R. Brown". The signature is fluid and cursive, with a large, sweeping initial "R".

Randy R. Brown  
Vice President

attachment

copy: Abe Chen

# SOWARDS AND BROWN ENGINEERING, INC.

2187 NEWCASTLE AVENUE SUITE 103 CARDIFF BY THE SEA, CA 92007  
(760) 436-8500  
(FAX) 436-8603

## STANDARD FORM OF AGREEMENT BETWEEN CLIENT AND CONSULTANT

THIS AGREEMENT, entered into at CARDIFF BY THE SEA, CALIFORNIA  
on the 29TH day of MAY, 2014, by and between \_\_\_\_\_  
CITY OF OCEANSIDE Attn: Douglas Eddow deddow@ci.oceanside.ca.us  
300 N. COAST HIGHWAY Property Management Division 760-435-5012  
OCEANSIDE CA 92054

herein called the "client," and SOWARDS AND BROWN ENGINEERING, INC.  
hereinafter called "consultant," is as follows:

The client intends to CONSTRUCT EL CORAZON RECLAMATION PLAN IN ACCORDANCE WITH CITY OF OCEANSIDE  
GRADING PLAN G12-00030  
PORTION OF APN: 162-082-51

hereinafter called the "project." The present record owner is:

Name: \_\_\_\_\_  
Business Address: \_\_\_\_\_  
Residence: \_\_\_\_\_

The client and consultant for mutual consideration hereinafter set forth, agree as follows:

A. Consultant agrees to perform the following services:

SEE ATTACHED LETTER DATED MAY 29, 2014

B. Client agrees to compensate consultant for such services as follows:

I. Stormwater Hydromodification Design Services	Fee: \$ 7,125.00
II. Structural Design Services for Non-Standard Hydromodification Storm Drain Inlet	Fee: \$ 875.00
III. Value Engineering Redesign Services	Fee: \$ 3,500.00
IV. Aerial Survey Services	Fee: \$19,800.00

Total Amendment Fee Amount: \$31,300.00  
+ reimbursable expenses

[Note] – Under provisions of this agreement, a late payment FINANCE CHARGE will be computed at the periodic rate of 0.833% per month, which is an ANNUAL PERCENTAGE RATE OF 10%, and will be applied to any unpaid balance commencing 30 days after the date of the original invoice.

[Note] – Under provisions of this agreement, client agrees to limit the liability of consultant in accordance with §28 of the Standard Provisions set forth upon the reverse side.

C. The standard provisions set forth upon the reverse side are incorporated hereinto and made a part of this agreement.

IN WITNESS WHEREOF, the parties hereto have accepted, made and executed this agreement upon the terms, conditions, and provisions above stated and on the reverse side hereof, the date and year first above written.

CONSULTANT:  
By  5/29/14  
(Signature) (Date)  
Name RANDY R. BROWN  
(Print)  
Title VICE PRESIDENT

CLIENT:  
By \_\_\_\_\_  
(Signature) (Date)  
Name \_\_\_\_\_  
(Print)  
Title \_\_\_\_\_

## STANDARD PROVISIONS OF AGREEMENT

The client and consultant agree that the following provisions shall be a part of their agreement:

1. The client binds himself, his partners, successors, executors, administrators, and assigns to the consultant to this agreement in respect to all of the terms and conditions of this agreement.
2. Neither the client nor consultant shall assign his interest in this agreement without the written consent of the other.
3. No conditions or representations, altering, detracting from, or adding to the terms hereof shall be valid unless printed or written hereon or evidenced in writing by either party to this agreement and accepted in writing by the other.
4. One or more waivers of any term, condition or covenant by the consultant shall not be construed by the client as a waiver of a subsequent breach of the same or any other term, condition or covenant.
5. In the event any provision of this agreement shall be held to be invalid and unenforceable, the other provisions of this agreement shall be valid and binding on the parties hereto.
6. The consultant is not responsible for delay, nor shall consultant be responsible for damages or be in default or deemed to be in default by reason of strikes, lockouts, accidents, or acts of God; or the failure of client to furnish timely information or to approve or disapprove consultant's work promptly; or delay or faulty performance by client, other contractors, or governmental agencies; or any other delays beyond consultant's reasonable control.
7. Consultant shall not be liable for damages resulting from the actions or inactions of governmental agencies including, but not limited to permit processing, environmental impact reports, dedications, general plans and amendments thereto, zoning matters, annexations or consolidations, use or conditional use permits, and building permits; and consultant shall only act as an adviser in all governmental relations.
8. In the event of litigation on this agreement, the interpretation thereof, and all disputes or controversies arising hereunder shall be governed by the laws of the state of California.
9. In the event that client institutes a suit against consultant because of any failure or alleged failure to perform, error, omission, or negligence, and if such suit is not successfully prosecuted, or if it is dismissed, or if verdict is rendered for consultant, client agrees to pay consultant any and all costs of defense, including attorney's fees, expert witnesses' fees, and court costs and any and all other expenses of defense which may be needed, immediately following dismissal of the case or immediately upon judgment being rendered in behalf of consultant.
10. In the event that litigation be instituted under the terms of this agreement, the same is to be brought and tried in judicial jurisdiction of the court of the county in which the consultant's principal place of business is located and client waives the right to have the suit brought, or tried in, or removed to any other county or judicial jurisdiction.
11. Should litigation be necessary to enforce any term or provision of this agreement, or to collect any portion of the amount payable under this agreement, then all litigation and collection expenses, witness fees and court costs, and attorney's fees shall be paid to the prevailing party.
12. There are no understandings or agreements except as herein expressly stated.
13. All original papers and documents, and copies thereof, produced as a result of this contract, except documents which are required to be filed with public agencies, shall remain the property of the consultant and may be used by consultant without the consent of the client.
14. Services provided within this agreement are for the exclusive use of the client for the project only.
15. Client and consultant agree to cooperate with each other in any and every way or manner on the project.
16. Upon written request, each of the parties hereto shall execute and deliver, or cause to be executed and delivered, such additional instruments and documents which may be necessary and proper to carry out the terms of this agreement.
17. The terms and provisions of this agreement shall not be construed to alter, waive, or affect any lien or stop notice rights, which the consultant may have for the performance of services under this agreement.
18. The consultant makes no representation concerning the estimated quantities and cost figures made in connection with maps, plans, specifications, or drawings other than that all such figures are estimates only and the consultant shall not be responsible for fluctuations in costs factors.
19. Consultant does not guarantee the completion or quality of performance of contract or the completion or quality of performance of contracts by the construction contractor or contractors, or other third parties, nor is he responsible for their acts or omissions.
20. Consultant makes no warranty, either express or implied, as to his findings, recommendations, specifications, or professional advice except that the work was performed pursuant to generally accepted standards of practice in effect at the time of performance.
21. Consultant makes no representations concerning soil conditions unless specifically included in writing in this agreement, and he is not responsible for any liability that may arise out of the making or failure to make soil surveys, or sub-surface soil tests, or general soil testing.
22. Estimate of areas provided under this agreement are not to be considered precise unless consultant specifically agrees to provide the precise determination of such areas.
23. In the event that any changes are made in the plans and specifications by the client or persons other than the consultant, which affects the consultant's work, any and all liability arising out of such changes is waived as against the consultant and the client assumes full responsibility for such changes unless client has given consultant prior notice and has received from consultant written consent for such changes.
24. The consultant is not responsible, and liability is waived by client as against consultant, for use by client or any other person of any plans or drawings not signed by consultant.
25. Consultant has a right to complete all services agreed to be rendered pursuant to this contract. In the event this agreement is terminated before the completion of all services, unless consultant is responsible for such early termination, client agrees to release consultant from all liability for work performed.
26. Client agrees that consultant will not perform on-site construction review for this project unless specifically provided for in this agreement, that such services will be performed by others, and that the client will defend, indemnify, and hold consultant harmless from any and all liability arising from or resulting from the performance of construction review by other persons.
27. The client agrees that in accordance with generally accepted construction practices, the construction contractor will be required to assume sole and complete responsibility for job site conditions during the course of construction of the project, including safety of all persons and property; and that this requirement shall be made to apply continuously and not be limited to normal working hours; and the client further agrees to defend, indemnify and hold the consultant harmless from any and all liability, real or alleged, in connection with the performance of work on this project, excepting liability arising from the sole negligence of the consultant.
28. The client agrees to limit the consultant's liability to the client and to all contractors and subcontractors on the project, due to professional negligent acts, errors or omissions of the consultant to the sum of \$50,000 or the consultant's fee, whichever is greater.
29. All fees and other charges will be billed monthly and shall be due at the time of billing unless otherwise specified in this agreement.
30. Client hereby agrees that the balance as stated on the billing from the consultant to client is correct, conclusive and binding on the client unless client within ten (10) days from the date of the making of the billing notifies consultant in writing of the particular item that is alleged to be incorrect.
31. A late payment FINANCE CHARGE will be computed at the periodic rate of 0.833% per month, which is an ANNUAL PERCENTAGE RATE of 10%, and will be applied to any unpaid balance commencing 30 days after the date of the original invoice.
32. In the event that the plans, specifications, and/or field work covered by this contract are those required by various governmental agencies and in the event that due to change of policy of said agencies after the date of this agreement, additional office or field work is required, the said additional work shall be paid for by client as extra work.
33. In the event of any increase of costs due to the granting of wage increases and/or other employee benefits to field or office employees due to the terms of any labor agreement, or rise in the cost of living, during the lifetime of this agreement, such percentage increase shall be applied to all remaining compensation.
34. In the event that any staking is destroyed by an act of God or parties other than consultant, the cost of restaking shall be paid for by client as extra work.
35. The client shall pay the costs of checking and inspection fees, zoning and annexation application fees, assessment fees, soils engineering fees, soils testing fees, aerial topography fees, and all other fees, permits, bond premiums, title company charges, blueprints and reproductions, and all other charges not specifically covered by the terms of this agreement.
36. In the event all or any portion of the work prepared or partially prepared by the consultant be suspended, abandoned, or terminated, the client shall pay the consultant for all fees, charges, and services provided for the project, not to exceed any contract limit specified herein.
37. In the event of any litigation, client agrees to pay to consultant interest on all past due balances at the rate of ten per cent per annum.
38. In the event client fails to pay consultant within thirty (30) days after invoices are rendered, client agrees that consultant shall have the right to consider said default a total breach of this agreement and, upon written notice, the duties, obligations and responsibilities of the consultant under this agreement are terminated. In such event, client shall then promptly pay the consultant for all of the fees, charges, and services provided by consultant.
39. All reimbursable expenses to be billed at a multiple of 1.25 times the expense incurred and are not included in consultant's services.

**CITY OF OCEANSIDE**  
**AMENDMENT #1 TO**  
**PROFESSIONAL SERVICES AGREEMENT**

**PROJECT: AMENDMENT #1 TO THE EL CORAZON GEOTECHNICAL INSPECTION SUPPORT SERICES FOR SOCCER FIELD GRADING**

This AMENDMENT NO. 1 TO THE PROFESSIONAL SERVICES AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2014, by and between the CITY OF OCEANSIDE, a municipal corporation, hereinafter designated as "CITY", and GEOPACIFICA, Inc., hereinafter designated as "CONSULTANT."

**RECITALS**

WHEREAS CITY and CONSULTANT entered into a professional services agreement dated August 7, 2013, (the "Agreement") whereby CONSULTANT was to provide engineering and survey services for the El Corazon Soccer Field Grading.

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 #1 expands the scope of the basic services under the contract as described in **Exhibit A**, 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 \$16,600 for the additional work for a total contract amount not to exceed \$145,400.**

- 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 #1 TO:  
EL CORAZON GEOTECHNICAL INSPECTION SUPPORT SERVICES FOR SOCCER  
FIELD GRADING**

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

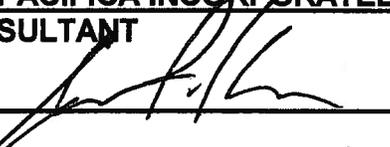
**CITY OF OCEANSIDE**

**APPROVED AS TO FORM:**

BY: \_\_\_\_\_  
STEVEN R. JEPSEN, CITY MANAGER

BY: , A.B.S.T.  
CITY ATTORNEY

**GEPACIFICA INCORPORATED  
CONSULTANT**

BY: 

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 Riverside }

On June 17 2014 before me, Jessica Morrison, Notary Public  
Date Name and Title of the Officer

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



Place Notary Seal Above

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: Jessica Morrison  
Signature of Notary Public

**OPTIONAL**

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

**Description of Attached Document**

Title or Type of Document: Amendment #1 to Professional Service Agreement Date: 6/17/14

Number of Pages: 2 Signer(s) Other Than Named Above: \_\_\_\_\_

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

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

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

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

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

**GROPACIFICA, INC.**  
**3060 Industry Street, Suite 105**  
**Oceanside, CA 92054**

July 16, 2014

Mr. Abe Chen  
Engineering - CIP  
City of Oceanside  
300 North Coast Highway  
Oceanside, CA

Subject Request for Additional Funds - Geotechnical Services  
El Corazon Soccer Fields Reclamation Grading – Testing and Observations  
Oceanside, CA

**INTRODUCTION**

We are requesting additional funds to perform Geotechnical Services for the Reclamation Grading. We have exceeded our funds for our original contract amount for the following reasons:

1. The city accelerated the grading process requiring our soils technician to perform full-time observation as opposed to our part-time observations as outlined in our proposal.
2. Additional supervision time was required for seepage problems and for key inspection.
3. Additional office time and engineering time was spent on determining yardage quantities and for issues with the soil cap on the site.

Page 2  
Proposal to Perform Additional  
Geotechnical Services  
July 16, 2014

**ADDITIONAL COSTS**

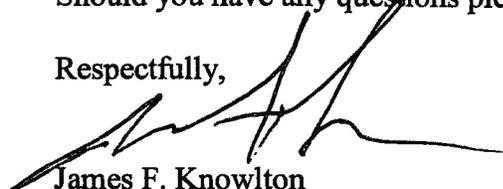
Here is our estimate of the additional costs to complete the project:

Stormwater Inspection Services	\$6500.00
Additional Inspection and Testing Services	6800.00
Additional Supervision	1200.00
Compaction Report	1600.00
Total	\$16,100.00

We estimate the additional cost to complete the work will be approximately \$16,100.00 and we will not exceed this cost without authorization.

Should you have any questions please do not hesitate to contact me.

Respectfully,



James F. Knowlton  
President  
RCE

**CITY OF OCEANSIDE**

**PROFESSIONAL SERVICES AGREEMENT**

**PROJECT: EL CORAZON BACKFILL COMPACTION TESTING, ENGINEERING AND GEOTECHNICAL INSPECTIONS FOR SOCCER FIELD GRADING**

THIS AGREEMENT, dated August 7, 2013 for identification purposes, is made and entered into by and between the CITY OF OCEANSIDE, a municipal corporation, hereinafter designated as "CITY", and GEOPACIFICA, INC., a California corporation, hereinafter designated as "CONSULTANT."

**NOW THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:**

1. **SCOPE OF WORK.** The project is more particularly described as follows:  
  
CONSULTANT shall provide the CITY with the following services: perform backfill compaction testing, engineering and geological inspections for the grading of the El Corazon Soccer Fields and associated improvements. The specific manner in which the services are to be performed is described in Attachment "A", which is incorporated herein by reference
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. 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.**

## **El Corazon Backfill Compaction Testing, Engineering and Geotechnical Inspections**

- 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
---------------------------------------	--------------

\*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 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

## **El Corazon Backfill Compaction Testing, Engineering and Geotechnical Inspections**

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.

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 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

## **El Corazon Backfill Compaction Testing, Engineering and Geotechnical Inspections**

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 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 **One Hundred Twenty Eight Thousand Eight Hundred Dollars \$128,800.**

No work shall be performed by CONSULTANT in excess of the total contract price without prior written approval of the CITY. CONSULTANT shall obtain approval by the CITY prior to performing any work that 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 CITY within **two (2)-years.**
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.

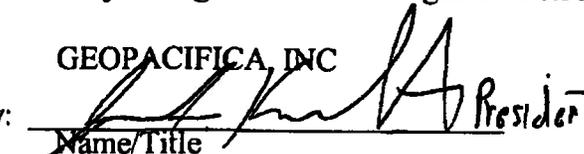
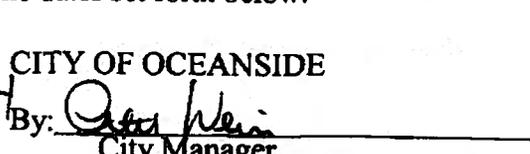
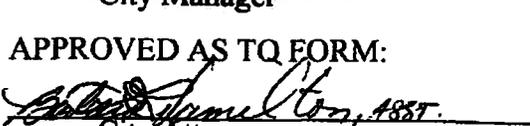
11. **AGREEMENT MODIFICATION.** This Agreement may not be modified orally

**El Corazon Backfill Compaction Testing, Engineering and Geotechnical Inspections**

or in any manner other than by an agreement in writing signed by the parties hereto.

12. **TERMINATION OF AGREEMENT.** Either party may terminate this Agreement by providing thirty (30) days written notice to the other party. If any portion of the work is terminated or abandoned by the CITY, then the CITY shall pay CONSULTANT for any work completed up to and including the date of termination or abandonment of this Agreement. The CITY shall be required to compensate CONSULTANT only for work performed in accordance with the Agreement up to and including the date of termination.
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.

By: <u> President</u> Name/Title	By: <u> City Manager</u> Name/Title
By: <u>James Knowlton, President</u> Name/Title	APPROVED AS TO FORM: <u> City Attorney</u> City Attorney
<u>33-0207383</u> Employer ID No.	

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

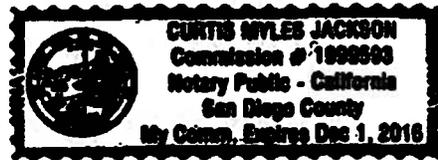
**CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT**

State of California )  
County of San Diego )ss.

On 7/30/13 before me, Curtis Jackson, Notary Public  
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared James Kneulton  
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]  
Signature of Notary Public

**OPTIONAL**

*Though the information below is not required by law, it may prove valuable for 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: \_\_\_\_\_

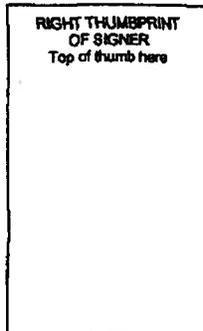
Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer**

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

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

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



**Exhibit "A"**



July 9, 2013

City of Oceanside  
300 North Coast Highway  
Oceanside, CA 92054

Attention: Curtis Jackson, Property Management

Subject: Proposal for Geotechnical Services – Compaction Testing/Observation and SWPPP Preparation, QSP Inspection Services, Rain Event Monitoring and Quarterly and Annual Reporting El Corazon Soccer Fields and Improvements, Oceanside, California

Dear Mr. Jackson:

In response to your request I have prepared this proposal to perform backfill compaction testing, engineering and geologic inspections for the grading of the El Corazon Soccer Fields and associated improvements. In addition, I am also presenting our proposal to prepare the Storm Water Prevention Plan(SWPPP) and perform all Storm Water Inspection Services required by the Construction General Permit during the grading and construction of improvements for the proposed Soccer Fields at the El Corazon site. Our scope of services for geotechnical testing and inspection would be to verify the excavations, confirm conformance to the grading plan, City of Oceanside requirements and the requirements of the recommendations or our geotechnical report and to test the compaction (90% relative compaction) for fill placed. We would also perform laboratory testing of the onsite soils. We estimate that the project grading, being performed by Bonsall Petroleum, will take approximately 9 months. We anticipate during that time our work will average ½ time work by our field technician and a varied amount of inspection time by a certified engineering geologist or registered civil engineer.

We estimate that a technician will be required for compaction testing for approximately 720 hours for the grading and 40 hours for base paving testing. Laboratory testing will be performed on the onsite soils. Supervision and inspection of the fill keys, removals and cut slopes will be performed by licensed staff. Daily reports will be prepared for every visit. Our rate for a soils technician includes mileage. Our nuclear density gauge will be charged on an hourly basis and will be based on usage.

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



## Geopacifica, Inc.

We estimate the following costs for the grading of the soccer fields project:

### **Grading – Testing and Inspection**

Soils Technician	760hrs@ \$70/hr	\$ 53,200.00
Laboratory Testing (Maximum Density, sand equivalent)		\$ 2,400.00
Nuclear Density Gauge	700hrs@\$15/hr	\$ 10,500.00
Supervision	230hrs@\$100/hr	\$ 23,000.00
	Subtotal - Grading:	\$ 89,100.00

### **SWPPP – Preparation of Storm Water Prevention Plan**

A qualified SWPPP Developer(QSD) will prepare a Notice of Intent(NOI)  
Development of a Risk Level Specific SWPPP  
Development of the Risk Level specific Construction Site Monitoring Program(CSMP)

\*\* Will write the SWPPP without being awarded the QSP services.

Subtotal - \$3,500.00

### **QSP Inspection Services**

A Qualified SWPPP Practitioner(QSP) will conduct weekly site inspections per the requirements of the Construction General Permit 2009-009-DWQ.  
The QSP will update all SWPPP documents required under this permit.  
The QSP will provide all recommendations for repair and maintenance of BMP's

Cost per week \$375 Assumes 60 weeks(300 working days) \$22,500.00



### **Rain Event Monitoring/Sampling**

The QSP will perform pre-, during and post-rain event inspections as required

Rain events are defined by the permit

The QSP will collect and document samples as specified in the permit

The QSP will prepare a Rain Event Action Plan(REAP) for all RL2 and RLE events

Cost per Event \$800.00 Assumes 8 Rain Events \$6,400.00

### **Quarterly Inspection**

A QSP will inspect each drainage area for the presence of non-storm water discharges  
Per the permit

Cost per Quarter \$500.00 Assumes 5 quarterly Reports \$2,500.00

### **Annual Report**

The annual report is a synopsis of the entire year's compliance activities. We will  
Compile all of the required "back-up" for this report, complete the forms in SMARTS,  
and will submit all of the required PRD's.

The QSP will provide hard and electronic copies of the report including supporting  
documentation.

The annual report is required on September 1<sup>st</sup>(July -June) and to file a projects NOT

Cost per Report \$1,900.00 Assumes 2 Reports \$3,800.00

### **Notice of Termination**

A Qualified SWPPP Developer will electronically file a Notice of Termination including  
a final site map a New Re-development Performance Standard Worksheet and finalized  
photos when the construction project is deemed complete. Post-construction final walk  
through with the owner.

Notice of Termination \$1,000.00

Subtotal - Stormwater Services \$39,700.00

**TOTAL -- Stormwater Services And Grading \$128,800.00**



We propose to perform the requested services for a total of \$128,800.00. We would not exceed that amount unless the scope of services changed and only upon written authorization. A field technician and registered will be assigned to your project and that same technician and engineer would remain on the project until completion. The field technician, registered and stormwater personnel that will be assigned have extensive experience in both construction observation and compaction testing and also has performed work on other projects for the City of Oceanside.

If you have any questions, please call me at (760)802-7560.

Sincerely,

  
James F. Knowlton  
President



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
6/25/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

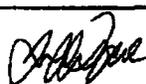
<b>PRODUCER</b> Cavnignac & Associates 450 B Street, Suite 1800 San Diego, CA 92101-8005 License No. OA99520	<b>CONTACT NAME:</b> Certificate Department <b>PHONE (AG. No. Ext):</b> 619-234-6848 <b>FAX (AG. No.):</b> 619-234-8601 <b>E-MAIL ADDRESS:</b> certificates@cavnignac.com <b>PRODUCER CUSTOMER ID #:</b> GBOPA-1														
	<b>INSURED</b> Geopacifica, Inc. 3060 Industry Street #105 Oceanside, CA 92054 United States	<table border="1"> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A: TRAVELERS PROP CAS CO OF AMER</td> <td>25674</td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: TRAVELERS PROP CAS CO OF AMER	25674	INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:
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INSURER F:															

**COVERAGES**                      **CERTIFICATE NUMBER:** 112694                      **REVISION NUMBER:** 227557

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WORD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liability <input checked="" type="checkbox"/> Separation of Insureds GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC		6802045L269	6/19/2013	6/19/2014	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPROP AGG \$ 2,000,000 Deductible \$ 0
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		BA0818R583	6/19/2013	6/19/2014	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE <b>DEDUCTIBLE</b> <b>RETENTION \$</b>					EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/EMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A				WC STATU-TORY LIMITS    OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
City of Oceanside, its officers, agents and employees are named as Additional Insured Primary & Non-Contributory with respect to General Liability per attached and Auto Liability included in policy form.

<b>CERTIFICATE HOLDER</b> City of Oceanside 300 N. Coast Hwy. Oceanside, CA 92054 United States	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Jeffrey W. Cavnignac 
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