

STAFF REPORT



ITEM NO. 15
CITY OF OCEANSIDE

DATE: December 16, 2009

TO: Honorable Mayor and City Councilmembers

FROM: Development Services Department

SUBJECT: **AMENDMENT 4 TO THE PROFESSIONAL SERVICES AGREEMENT WITH PROJECT DESIGN CONSULTANTS FOR ENGINEERING AND SURVEYING SERVICES FOR THE EL CORAZON SENIOR CENTER AND SENIOR CENTER DRIVE**

SYNOPSIS

Staff recommends that the City Council approve Amendment 4 in the amount of \$31,250 to a professional services agreement with Project Design Consultants (PDC), Incorporated, of San Diego for design of the access road and extension of utilities to the El Corazon Senior Center site (work completed), with Amendment 4 to provide for construction engineering and land surveying services for the Senior Center area and the extension of Senior Center Drive; and authorize the City Manager to execute the amendment.

BACKGROUND

On October 10, 2007, the City Council awarded an \$8,414,841 construction contract with Jaynes Corporation for the El Corazon Senior Center project. Field construction and grading work began in January 2008. The El Corazon Senior Center opened to public use on May 9, 2009, and the project was accepted as complete on August 19, 2009.

PDC provided the civil engineering design of the site grading of the El Corazon Senior Center as well as the access road and street improvements from Rancho del Oro Drive. (The design of the senior center parking lot was provided by a different engineering firm under contract to the senior center architect, Roesling Nakamura Terada).

On February 18, 2004, the City Council approved a professional services agreement with PDC in the amount of \$145,300 for the design of the access road and extension of utilities to the El Corazon Senior Center site. On September 15, 2004, the City administratively approved Amendment 1 in the amount of \$10,000 for additional design coordination with utility companies. On February 23, 2005, the City administratively approved Amendment 2 in the amount of \$12,300 for additional storm drain design work. On November 14, 2007, the City Council approved Amendment 3 in the amount

of \$151,050 for the design of additional items such as the traffic signal at Rancho del Oro Drive and Senior Center Drive as well as construction staking and other construction-phase engineering services. The current amount of the professional services agreement for PDC is \$318,650. With Amendment 4, the total amount will be \$349,900.

ANALYSIS

Amendment 4 includes the following items of work:

Construction staking for items not identified in Amendment 3	\$13,500
Engineering construction support and as-built drawings	\$ 2,500
Record of survey and field monumentation of senior center roads	<u>\$15,250</u>
Total	\$31,250

Senior Center Drive is not presently dedicated as street right-of-way, nor does it currently have surveyed ties to existing street centerline monuments in Rancho del Oro Drive. With approval of Amendment 4, PDC will set survey monuments along the streets leading up to and around the senior center. In the future, when the City is able to lease the vacant City-owned property along those streets, the property can be parcelized and the streets formally dedicated as public right-of-way.

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

FISCAL IMPACT

Transnet account 902754200212 has a current balance of \$7,048,000. Of that amount, \$3,000,000 is committed for the current Citywide street overlay program, which is now under construction. All other encumbrances against account 902754200212 total \$611,000, leaving an available balance of \$3,437,000. An amendment in the amount of \$98,600 to an agreement with Geocon, Inc., to be heard at this meeting, will also draw on the available balance in this account.

Therefore, sufficient funds are available for the proposed \$31,250 professional services amendment.

COMMISSION OR COMMITTEE REPORT

Does not apply.

CITY ATTORNEY'S ANALYSIS

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

RECOMMENDATION

Staff recommends that the City Council approve Amendment 4 in the amount of \$31,250 to a professional services agreement with Project Design Consultants (PDC), Incorporated, of San Diego for design of the access road and extension of utilities to the El Corazon Senior Center site (work completed), with Amendment 4 to provide for construction engineering and land surveying services for the Senior Center area and the extension of Senior Center Drive; and authorize the City Manager to execute the amendment.

PREPARED BY:



Gary Kellison
Senior Civil Engineer

SUBMITTED BY:



Peter A. Weiss
City Manager

REVIEWED BY:

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











Attachments:

Amendment 4 to Professional Services Agreement
Professional Services Agreement

**Engineering and Design Services
For the El Corazon Senior Center
Document No. 04-D088-1**

CITY OF OCEANSIDE

**Professional Services Agreement
Amendment No. 4**

The Professional Services Agreement dated the 18th day of February, 2004, by and between the City of Oceanside, a municipal corporation, and Project Design Consultants, is hereby amended as follows:

Section 1.0, Scope of Work, shall be amended to include the following:

1. Additional construction staking services

This item includes field staking or re-staking work for items such as storm drains and street improvement that were not identified in Amendment 3: Subtotal fee \$13,500

2. Engineering construction support services

This item included support for the construction-phase of the project to answer contractor RFI's, attend field meetings, as-built drawings, provide engineering support for field changes and to review contractor submittals. This item covers work in excess of the \$25,000 time and materials budget in Amendment 3, Item VI. Subtotal fee \$2,500

3. Record of Survey and Field Monumentation

The roads on City of Oceanside improvement plan drawing number R-13851 requires centerline survey well-style M-10 monuments representing the key points of geometry of the approved centerline alignment. The Record-of-Survey (ROS) will provide a public record in accordance with section 8762 of the Professional Land Surveyors Act. PDC will set nine (9) centerline well monuments. The ROS will document the relationship to the centerline of Ranch Del Oro as filed under a previous ROS. The proposed fee includes filing and review fees with the County Surveyor.

PDC will also provide overall project management services includes supervision of staff in support of any additional client assignments, general engineering, surveying and mapping oversight, including but not limited to administrative tasks within a budget allocation of ten hours. Subtotal fee \$15,250

Section 12.0, Compensation, shall be amended to include the following:

Consultant's compensation for all work performed in accordance with this Agreement shall be increased by the sum of \$31,250, and shall not exceed the total revised contract price of \$349,900.

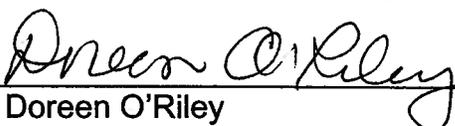
PROJECT DESIGN CONSULTANTS

CITY OF OCEANSIDE

By: 

Greg Shields, CEO
Vice-President

Peter A. Weiss
City Manager

By: 

Doreen O'Riley
Secretary

Approved as to Form



City Attorney

95-3031092
Employer ID No.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

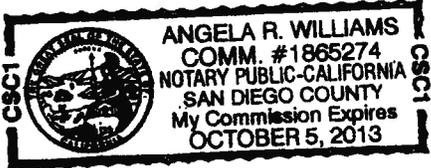
State of California

County of SAN DIEGO }

On 12/2/09 before me, ANGELA R. WILLIAMS, NOTARY PUBLIC
Date Here Insert Name and Title of the Officer

personally appeared DOREEN S. O'RILEY
Name(s) of Signer(s)
GREGORY M. SHIELDS

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



Place Notary Seal Above

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Angela R. Williams
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

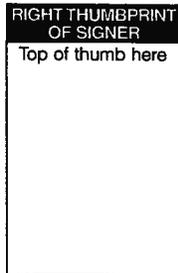
Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

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



Signer Is Representing: _____

Signer's Name: _____

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



Signer Is Representing: _____

**ENGINEERING AND DESIGN SERVICES
FOR A PORTION OF THE EL CORAZON SENIOR CENTER**

COPY

CITY OF OCEANSIDE

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into this 18th day of February, 2004, by and between the CITY OF OCEANSIDE, a municipal corporation, hereinafter designated as "CITY", and Project Design Consultants, hereinafter designated as "CONSULTANT".

RECITALS

- A. CITY desires to obtain professional engineering services from an independent contractor for the above named project.
- B. CONSULTANT has submitted a proposal to provide engineering services for the CITY in accordance with the terms set forth in this Agreement.
- C. CITY desires to contract with CONSULTANT as an independent contractor and CONSULTANT desires to provide services to CITY as an independent contractor.
- D. CONSULTANT has demonstrated its competence and professional qualifications necessary for the satisfactory performance of the services designated herein by virtue of its experience, training, education and expertise.

NOW, THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1.0 SCOPE OF WORK. The project is more particularly described as follows:

See Exhibit A, which is attached hereto and by this reference made a part of this agreement.

1.1 PROFESSIONAL SERVICES PROVIDED BY CONSULTANT. The professional services to be performed by CONSULTANT shall consist of all professional engineering and design services necessary to complete the tasks contained in Exhibit A and work closely with the City Engineer in performing work in accordance with this Agreement in order to receive clarification as to the result that the CITY expects to be accomplished by CONSULTANT. The City Engineer, under the authority of the City Manager, shall be the CITY'S authorized representative in the interpretation and enforcement of all work performed in connection with this Agreement. The City Engineer may delegate authority in connection with this Agreement to the City Engineer's designees. For the purposes of directing the CONSULTANT'S performance in accordance with this Agreement, the City Engineer delegates authority to the Supervising Property Agent.

**ENGINEERING AND DESIGN SERVICES
FOR A PORTION OF THE EL CORAZON SENIOR CENTER**

1.2 **SERVICES PROVIDED BY CITY.** The CITY shall perform the following services:

1.2.1 Provide access to all public improvement plans and records and furnish one copy of drawings and reports requested.

1.2.2 Obtain all necessary permits from other regulatory agencies and other Departments. CONSULTANT shall participate in the completion of such forms but CITY will submit these and pay for any applicable fees.

1.2.3 Provide sample of title block for the plans and standard form Public Works Construction Contract Documents to be used with the General Provisions (Specifications).

1.2.4 Upon request, verify the location of existing CITY owned utilities.

1.2.5 Provide all legal advertising mailings and postings required.

1.2.6 Duplicate all final plans and specifications.

1.2.7 Provide overall project management.

2.0 **TIMING REQUIREMENTS**

2.1 Time is of the essence in the performance of work under this Agreement.

2.2 CONSULTANT agrees to strictly adhere to scope of work timing requirements that may be established during the term of this Agreement by the City Engineer.

2.3 CONSULTANT shall submit all requests for extensions of time for performance in writing to the City Engineer no later than ten (10) calendar days after the start of the condition which purportedly caused the delay, and not later than the date on which performance is due. The City Engineer shall review all such requests and may grant reasonable time extensions for unforeseeable delays which are beyond CONSULTANT'S control.

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~~2.3~~ For all time periods not specifically set forth herein, the CONSULTANT shall respond in the most expedient and appropriate manner under the circumstances, by either telephone, fax hand delivery or mail.

⁵
~~2.4~~ Failure by CONSULTANT to strictly adhere to these timing requirements may result in termination of this Agreement by the CITY and the assessment of damages against the CONSULTANT for delays.

**ENGINEERING AND DESIGN SERVICES
FOR A PORTION OF THE EL CORAZON SENIOR CENTER**

- 3.0 **DESIGN CRITERIA AND STANDARDS.** All work shall be performed in accordance with applicable CITY, state and federal codes and criteria. In the performance of its professional services, CONSULTANT shall use the degree of care and skill ordinarily exercised by CONSULTANT under similar conditions.

All plans shall be ink drawn on standard mylar sheets available from the CITY at no cost to CONSULTANT. Contract specifications shall conform to the CITY'S specification procedures and the format of the CITY'S standard form Contract Documents for Public Works Construction.

- 4.0 **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 sole 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.

- 5.0 **CITY BUSINESS LICENSE.** Prior to the commencement of any work under this agreement, the CONSULTANT shall obtain and present a copy of an Oceanside City Business License to the City Engineer.

- 6.0 **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 these Award Documents. The certification shall be in accordance with Subsections 7.3 through 7.8 of this Agreement.

- 7.0 **LIABILITY INSURANCE.**

- 7.1 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.

**ENGINEERING AND DESIGN SERVICES
FOR A PORTION OF THE EL CORAZON SENIOR CENTER**

10.0 **NO CONFLICT OF INTEREST.** The CONSULTANT shall not be financially interested in any other CITY contract for this project. For the limited purposes of interpreting this section, the CONSULTANT shall be deemed a "City officer or employee", and this Section shall be interpreted in accordance with Government Code section 1090. In the event that the CONSULTANT becomes financially interested in any other CITY contract for this project, that other contract shall be void. The CONSULTANT shall indemnify and hold harmless the CITY, under Section 9 above, for any claims for damages resulting from the CONSULTANT'S violation of this Section.

11.0 **OWNERSHIP OF DOCUMENTS.** Upon payment in full to CONTRACTOR, 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.

12.0 **COMPENSATION.**

12.1 For work performed by CONSULTANT in accordance with this Agreement, CITY shall pay CONSULTANT in accordance with the schedule of billing rates set forth in Exhibit B, Schedule of Fees which is attached hereto and by this reference made a part of this agreement. No rate changes shall be made during the term of this Agreement without prior written approval of the City Engineer. CONSULTANT'S compensation for all work performed in accordance with this Agreement shall not exceed the total contract price of One Hundred Forty-five Thousand, Three Hundred Dollars (\$145,300.00).

CONSULTANT shall perform no work in excess of the total contract price without prior written approval of the City Engineer. ~~CONSULTANT shall obtain approval by the City Engineer prior to performing any work which results in incidental expenses to CITY as set forth in Section 13.2.2.5.B.~~

12.2 CONSULTANT shall maintain accounting records including the following information for all work performed in connection with this Agreement:

12.2.1 Names and titles of employees or agents, types of work performed and times and dates of all work which is billed on an hourly basis.

**ENGINEERING AND DESIGN SERVICES
FOR A PORTION OF THE EL CORAZON SENIOR CENTER**

- 7.6 CONSULTANT shall provide evidence of compliance with the insurance requirements listed above by providing a Certificate of Insurance, in a form satisfactory to the City Attorney, concurrently with the submittal of this Agreement.
- 7.7 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.
- 7.8 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.
- 8.0 **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 Five Hundred Thousand dollars (\$ 500,000).

CONSULTANT shall provide evidence of compliance with these insurance requirements by providing a Certificate of Insurance.

- 9.0 **CONSULTANT'S INDEMNIFICATION OF CITY.** CONSULTANT shall indemnify and hold harmless the CITY and its officers, agents and employees against all claims or lawsuits for damages to persons or property arising out of the conduct, negligent acts, errors, omissions or wrongful acts of 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, expert fees, attorneys' 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 resulting or arising from the tortuous acts or omissions of the CONSULTANT.

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

**ENGINEERING AND DESIGN SERVICES
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7.2.1 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	\$ 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.

7.2.2 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.

7.3 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 an additional insured shall be primary insurance and other insurance maintained by the CITY, its officers, agents and employees shall be excess only and not contributing with insurance provided pursuant to this Section.

7.4 All insurance companies affording liability insurance coverage to the CONSULTANT pursuant to this Agreement shall be insurance organizations authorized 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.

7.5 All insurance companies affording coverage shall provide thirty (30) days written notice to the CITY should the policy be cancelled before the expiration date. For the purposes of this notice requirement, any material change in the policy prior to the expiration shall be considered a cancellation.

**ENGINEERING AND DESIGN SERVICES
FOR A PORTION OF THE EL CORAZON SENIOR CENTER**

12.2.2 All incidental expenses including reproductions, computer printing, postage, mileage and subsistence.

12.3 CONSULTANT'S accounting records shall be made available to the City Engineer for verification of billings, within a reasonable time of the City Engineer's request for inspection.

← 12.4 CONSULTANT shall submit monthly invoices identifying by task, (Exhibit A) the estimated percent of work completed and its value based on the cost per task, (Exhibit B which is attached hereto and by this reference made a part of this agreement.) to CITY. CITY shall make partial payments to CONSULTANT not to exceed the total contract price within thirty (30) days of receipt of invoice, subject to the approval of the City Engineer.

13.0 **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, in accordance with Section 13. 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.

14.0 **ASSIGNMENT AND DELEGATION.** This Agreement and any portion thereof shall not be assigned or transferred, nor shall any of the CONSULTANT'S duties be delegated, without the express written consent of the CITY. Any attempt to assign or delegate this Agreement without the express written consent of the CITY shall be void and of no force or effect. A consent by the CITY to one assignment shall not be deemed to be a consent to any subsequent assignment.

This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

15.0 **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.

16.0 **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.

**ENGINEERING AND DESIGN SERVICES
FOR A PORTION OF THE EL CORAZON SENIOR CENTER**

The CONSULTANT shall be responsible for complying with all applicable 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.

17.0 **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.

18.0 **DISPUTE RESOLUTION.**

- a. Any controversy or claim arising out of or relating to this Agreement, or concerning the breach or interpretation thereof, shall be first submitted to mediation, the cost of which shall be borne equally by the parties.
- b. No suit shall be brought on this contract unless all statutory claims filing requirements have been met.

19. **NOTICES.** All notices, demands, requests, consents or other communications which this Agreement contemplates or authorizes, or requires or permits either party to give to the other, shall be in writing and shall be personally delivered or mailed to the respective party as follows:

TO CITY:

City of Oceanside
City Engineer
300 North Coast Highway
Oceanside, CA 92054

TO CONSULTANT:

Project Design Consultants
701 B Street, Suite 800
San Diego, CA 92101

Either party may change its address by notice to the other party as provided herein.

Communications shall be deemed to have been given and received on the first to occur:

- a. Actual receipt at the offices of the party to whom the communication is to be sent, as designated above, or

**ENGINEERING AND DESIGN SERVICES
FOR A PORTION OF THE EL CORAZON SENIOR CENTER**

- b. Three (3) working days following the deposit in the United States mail of registered or certified mail, postage prepaid, return receipt requested, addressed to the offices of the party to whom the communication is to be sent, as designated above.

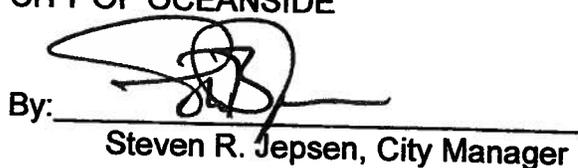
20.0 **SIGNATURES.** The individuals executing this Agreement represent and warrant that they have the right, power, legal capacity and authority to enter into and to execute this Agreement on behalf of the respective legal entities of the CONSULTANT and the CITY.

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:

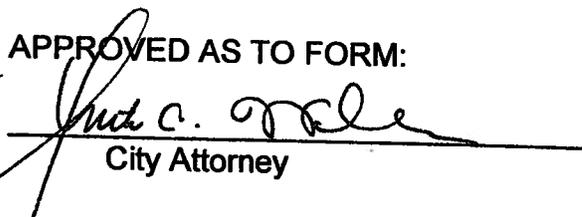
PROJECT DESIGN CONSULTANTS

CITY OF OCEANSIDE

By: 
Name/Title

By: 
Steven R. Jepsen, City Manager

By: 
Name/Title ASSISTANT VICE PRESIDENT

APPROVED AS TO FORM:

City Attorney

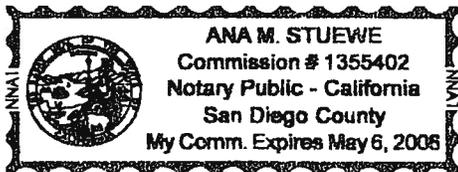
Employer ID No.

NOTARY ACKNOWLEDGMENTS OF CONSULTANT MUST BE ATTACHED.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California }
 County of San Diego } ss.

On Jan. 5 2004 before me, Ana M. Stuewe, Notary Public
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")
 personally appeared Jim Kelgore + Steven A. Bliss
Name(s) of Signer(s)



personally known to me
 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.

WITNESS my hand and official seal.

Ana M. Stuewe
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

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: _____

RIGHT THUMBPRINT OF SIGNER
 Top of thumb here