



DATE: December 8, 2010

TO: Chairman and Members of the Community Development Commission

FROM: Development Services Department

SUBJECT: **AMENDMENT 4 TO THE PROFESSIONAL SERVICES AGREEMENT WITH PROJECT DESIGN CONSULTANTS FOR ENGINEERING AND SURVEYING SERVICES FOR THE DOWNTOWN STORM DRAIN AND MYERS STREET IMPROVEMENTS PROJECT**

SYNOPSIS

Staff recommends that the Community Development Commission approve Amendment 4 in the amount of \$78,818 to the Professional Services Agreement with Project Design Consultants, Inc., of San Diego for additional engineering and surveying services related to revisions to the improvement plans, calculations, and related design documentation, and to provide construction engineering and surveying services for the Downtown Storm Drain and Myers Street Improvements project; and authorize the Executive Director to execute the amendment.

BACKGROUND

Project Design Consultants (PDC), Inc., provided the original land-surveying and civil engineering design and calculations for the Downtown Storm Drain and Myers Street Improvements project. PDC was retained for this work because of their site specific expertise, knowledge and direct access to field data and analysis that was performed by this consultant dating back prior to 2003, when PDC was selected as the lowest-price consultant for providing a drainage study of the downtown area.

In August 2006, a professional services agreement was signed between the City and PDC in the amount of \$24,800 for the initial conceptual design plans and hydrology, hydraulics, and storm water quality studies for the discretionary approval of storm drain improvements to replace the existing 18" storm drain system in Pacific Street and Pier View Way. During the initial design effort additional improvements were added up to and including Myers Street between Pier View Way and Seagaze Drive. For the additional surveying and engineering work, Amendment 1 in the amount of \$24,600 was executed. The Community Development Commission (CDC) approved Amendment 2 in June 2007 in the amount of \$112,000 to complete the construction plans for the project.

In June 2009, the CDC approved Amendment 3 in the amount of \$17,500 for partial realignment of the storm drain system due to utility conflicts, additional engineering analysis of the water quality treatment system and the resulting revisions to the drainage reports and the improvement plans. The total contract amount after Amendment 3 and before Amendment 4 was \$178,900.

ANALYSIS

In order to provide sufficient protection of the coastal bluff and other structures and facilities during construction, the need for additional surveying and engineering was recognized during the finalization of the plans and design documents. During the finalization of the plans and contract documents, conflicts with other facilities were recognized that required additional surveying and engineering work that were previously not anticipated in the scope of PDC's contract. Due to the revised requirements of the State's Regional Water Quality Control Board's (RWQCB) new permit for construction activities, the Storm Water Pollution Prevention Plan (SWPPP) had to be revised and amended. For the permanent water quality treatment facilities approved with the project's Storm Water Mitigation Plan (SWMP), an Operations and Maintenance Plan must be prepared in order to comply with the City's Standard Urban Storm Water Mitigation Plan (SUSMP) per the RWQCB's requirements. PDC will also provide the necessary engineer-of-record and surveying support services during construction.

Amendment 4 in the amount of \$78,818 will cover the additional engineering and surveying services related to these final revisions to the improvement plans, calculations, and related design documentation; as well as construction staking; and as-needed engineering and surveying construction support services. Amendment 4 contains these items of work:

Surveying and engineering for the protection of the coastal bluff and other structures and utilities coordination	\$10,980
Update and amend the Storm Water Pollution Prevention Plan (SWPPP) to comply with the new RWQCB permit	\$2,500
Operations and Maintenance Plan and Manual for the Storm Water Mitigation Plan (SWMP) per RWQCB/SUSMP requirements	\$4,800
Construction Staking	\$16,750
Engineering construction support, as-needed (time-and-materials) not-to-exceed	\$33,788
Surveying construction support, as-needed (time-and-materials) not-to-exceed	\$10,000
Total	\$78,818

FISCAL IMPACT

On November 3, 2010, the CDC awarded a \$1,369,916 construction contract with TC Construction Company for the project. In the estimated \$1,869,000 total construction cost of the project, staff has identified \$100,000 for engineering and surveying construction support services. Amendment 4 in the amount of \$78,818 will provide for said services.

The project's available funding source is the Pavement Repair Fund and Redevelopment Bonds. The project's available funding is as follows:

902401500216	Road Maintenance Projects	\$245,000
934118600573	Beach Hotel Public Improvements	\$500,000
905118200573	Redevelopment Area Drainage Improvements	\$1,690,000
<hr/>		
	Total	\$2,435,000

The total available funding from the above mentioned three sources is \$2,435,000. Therefore, sufficient funds are available for the proposed \$78,818 professional services amendment.

INSURANCE REQUIREMENTS

The City's standard insurance requirements have been and will continue to be met.

COMMISSION OR COMMITTEE REPORT

The Redevelopment Advisory Committee (RAC) will review this staff report at its December 1, 2010, meeting. Any recommendations will be presented to the Commission in writing prior to the Commission meeting.

CITY ATTORNEY'S ANALYSIS

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

RECOMMENDATION

Staff recommends that the Community Development Commission approve Amendment 4 in the amount of \$78,818 to the Professional Services Agreement with Project Design Consultants, Inc., of San Diego for additional engineering and surveying services related to revisions to the improvement plans, calculations, and related design documentation, and to provide construction engineering and surveying services for the Downtown Storm Drain and Myers Street Improvements project; and authorize the Executive Director to execute the amendment.

PREPARED BY:



Gabor Pakozdi
Associate Engineer

SUBMITTED BY:



Peter A. Weiss
CDC Executive Director

REVIEWED BY:

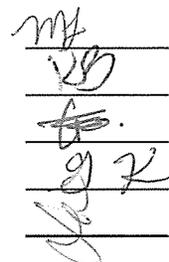
Michelle Skaggs Lawrence, Deputy City Manager

Kathy Baker, Redevelopment Manager

George Buell, Development Services Director

for Scott O. Smith, City Engineer

Teri Ferro, Financial Services Director



Attachments:

Amendment 4 to Professional Services Agreement

CITY OF OCEANSIDE

**AMENDMENT 4 TO
PROFESSIONAL SERVICES AGREEMENT**

PROJECT: Downtown Storm Drain and Infrastructure Improvements - 905888500591

This AMENDMENT NO. 4 TO PROFESSIONAL SERVICES AGREEMENT is made and entered into this ___ day of _____, 2010, by and between the CITY OF OCEANSIDE COMMUNITY DEVELOPMENT COMMISSION, a municipal corporation, hereinafter designated as "COMMISSION", and Project Design Consultants, Inc., hereinafter designated as "CONSULTANT."

RECITALS

WHEREAS, COMMISSION and CONSULTANT entered into that certain Professional Services Agreement dated August 30, 2006, and amended by Amendment 1 (January 2007), Amendment 2 (June 2007), and Amendment 3 (June 2009), hereinafter referred to as the "Agreement", wherein CONSULTANT agreed to provide certain engineering and design services to the Commission.

WHEREAS, the parties desire to amend the Agreement to provide for changes and/or modifications to Section 1, Scope of Work and Section 7, Compensation.

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 adjust for additional work requested of the Consultant as set forth in Exhibit A.
- B. SECTION 7, **COMPENSATION**, is hereby amended by adding an amount not to exceed \$78,818 to include additional work as set forth in Exhibit A, for total compensation to not exceed \$257,718.
- C. All other terms, conditions, covenants and provisions of the Agreement shall remain in full force and effect.

In the event of any conflict between the terms of the original agreement and this amendment, the terms of this amendment shall control.

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

PROJECT DESIGN CONSULTANTS, INC.

CITY OF OCEANSIDE

By: 
~~Lisa Leweck, Vice President~~
Greg Shields, CEO

By: _____
Peter A. Weiss, Executive Director

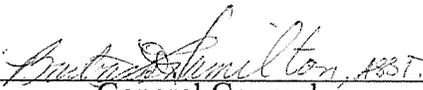
Date: 11-23-10

Date: _____

95-3031092

Employer ID No.

APPROVED AS TO FORM:


General Counsel

NOTARY ACKNOWLEDGMENTS OF CONSULTANT MUST BE ATTACHED.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of SAN DIEGO }

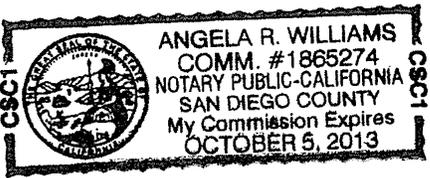
On 11/23/10 before me, ANGELA R WILLIAMS, Notary Public
Date Here Insert Name and Title of the Office

personally appeared GREGORY M. SHIELDS
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 Angela Williams
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: CITY OF OCEANSIDE AMENDMENT 4 TO PROF. SRVS. AGREEMENT

Document Date: 11/23/10 Number of Pages: 2

Signer(s) Other Than Named Above: NONE

Capacity(ies) Claimed by Signer(s)

Signer's Name: GREGORY M. SHIELDS

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

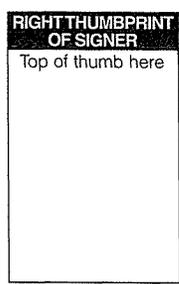
Signer Is Representing: PDC



Signer's Name: _____

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

Signer Is Representing: _____



CITY OF OCEANSIDE

AMENDMENT NO. 3 TO
PROFESSIONAL SERVICES AGREEMENT

PROJECT: STORM DRAIN AND STREET IMPROVEMENTS - LINE 25B

THIS AMENDMENT 3 TO PROFESSIONAL SERVICES AGREEMENT (hereinafter "Amendment") is made and entered into this 18th day of June, 2009 by and between the CITY OF OCEANSIDE COMMUNITY DEVELOPMENT COMMISSION, a municipal corporation, hereinafter designated as "COMMISSION", and PROJECT DESIGN CONSULTANTS, hereinafter designated as "CONSULTANT."

RECITALS

WHEREAS, COMMISSION and CONSULTANT are the parties to that certain Professional Services Agreement dated August 30, 2006, hereinafter referred to as the "Agreement", wherein CONSULTANT agreed to provide certain services to the COMMISSION as set forth therein;

WHEREAS, the parties desire to amend the Agreement to provide for changes and/or modifications to Section 1, Scope of Work and Section 7, Compensation.

AMENDMENT

NOW, THEREFORE, as set forth herein, the parties hereto do mutually agree that the Agreement shall be amended as follows:

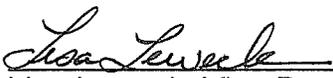
1. Section 1, Scope of Work, shall be amended to reflect the revised scope of work as set forth in Exhibit "A" which is incorporated by reference.
2. Section 7, Compensation, shall be amended to increase the contract amount stated in Section 7 of the Agreement by \$17,500 and to reflect that all work performed in accordance with the Agreement dated August 30, 2006, shall not exceed the total contract price of \$178,900.
3. Except as expressly set forth in this Amendment No.1, the Agreement shall remain in full force and effect and is hereby ratified and reaffirmed.

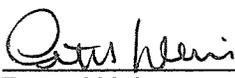
SIGNATURES. The individuals executing this Amendment represent and warrant that they have the right, power, legal capacity and authority to enter into and to execute this Amendment on behalf of the respective legal entities of the CONSULTANT and the COMMISSION.

IN WITNESS WHEREOF the parties hereto being duly authorized on behalf of their respective entities to execute this Amendment, do hereby agree to the covenants contained in the Agreement, including this Amendment and have caused this Amendment to be executed by setting hereunto their signatures this 18 day of June, 2009.

PROJECT DESIGN CONSULTANT

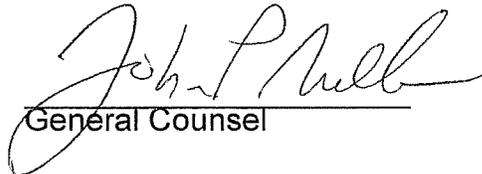
CITY OF OCEANSIDE
COMMUNITY DEVELOPMENT
COMMISSION

By: 
Lisa Leweck, Vice President

By: 
Peter Weiss
Executive Director

95-3031092
Employer ID No.

APPROVED AS TO FORM:


General Counsel

NOTARY ACKNOWLEDGMENTS OF CONSULTANT MUST BE ATTACHED.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of SAN DIEGO }

On 6/3/09 before me, ANGELA R. WILLIAMS, NOTARY PUBLIC
Date Here Insert Name and Title of the Officer

personally appeared LISA LEWICK
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 Angela R. Williams
Signature of Notary Public



Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____

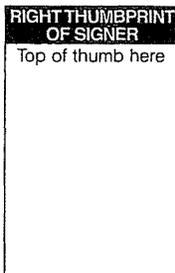
Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

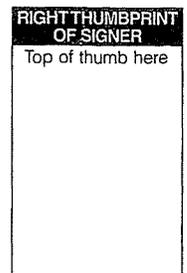
- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: _____

Signer's Name: _____

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



Signer Is Representing: _____

**PROJECT DESIGN CONSULTANTS**701 B. STREET, SUITE 800
SAN DIEGO, CA 92101619.235.6471 TEL
619.234.0349 FAX

Document No. 09-D0389-3

WWW.PROJECTDESIGN.COM

File: 3418.00C
F09-111(R)

May 19, 2009

Ms. Kathy Baker
CITY OF OCEANSIDE
300 North Coast Highway
Oceanside, CA 92054**SUBJECT:** Additional Engineering Services – Oceanside, California Change Order No.6(R)

Dear Kathy:

Project Design Consultants (PDC) is submitting Change Order No. 6(R) for your approval on the above referenced project. The purpose of this change order is to address the additional work items outlined below:

I. ADDENDUM TO HYDROLOGY REPORT

This task includes the time to revise the Addendum to the Drainage Report (dated August 2008). It is our understanding that the City has selected the StormFilter treatment scenario and the treatment rate sizing per the August 2008 report addendum. For this reason, the storm drain design changes are expected to be minor and we do not expect that any of the proposed inlets will need to move. The scope of work includes a revision to the hydrology and hydraulic calculations per the proposed storm drain alignment changes near the upstream end of Myers Street and other minor storm drain alignment changes. The updated hydraulic grade lines (HGLs) will be plotted on the storm drain profiles. The updated drainage report addendum will include the updated calculations and a response to the most recent plan check comments.

FIXED FEE \$ 3,000

II. REVISIONS TO SWMP

Work includes updating the SWMP with the BMP sizing calculations to match the water quality flowrate accepted by the City (treating the street area only). Updates will be made to the text and exhibits as necessary.

FIXED FEE \$ 1,000

III. REVISIONS TO PUBLIC IMPROVEMENT PLANS

This task includes re-design of the storm drain system as requested by SDG&E, including the addition of a storm drain pipe along the easterly side of Meyers Street and additional junction structures. The City of Oceanside has requested that the alignment of the storm drain down from the bluff, north of the pier be aligned so as to coincide with the existing storm drain pipe alignment. PDC will evaluate constraints related to this request and identify any issues. Includes confirmation of the plan and profile of said alignment, revisions necessary as a result of hydrology report updates to HGL. Also includes coordination with



PROJECT DESIGN CONSULTANTS

Mr. Kathy Baker
File: 3418.00(R)
May 19, 2009
Page 2

Contech, product supplier for Stormfilter to confirm design and re-alignment. This also includes minor revisions to the already completed specifications and special provisions.

FIXED FEE \$ 4,500

IV. ADDITIONAL PROJECT MANAGEMENT

Additional project management for the above mentioned scope.

FIXED FEE \$ 1,000

V. ALTERNATIVE STORM WATER DESIGN COORDINATION:

Over the course of the past three months, PDC and the City of Oceanside Engineering and Water Quality staff have worked together to consider several design alternatives to storm water filtration, research and coordination with numerous vendors and product suppliers, attended meetings with City Staff, responded to City Staff comments and requests for additional information, multiple preliminary calculations associated with flow rate and infiltration, coordination with soils engineer, etc.

FIXED FEE \$ 8,000

TOTAL FIXED FEE CHANGE ORDER NO.6(R) \$ 17,500

If this change order is acceptable, please acknowledge by signing in the space provided below and return one signed original for our files.

Very truly yours,

Lisa Leweck, PE
Vice President

Matt Kurtz
Associate

BUDGET CHANGE ORDER NO. 6(R)
ACKNOWLEDGED AND ACCEPTED BY:

Kathy Baker

Date

**CITY OF OCEANSIDE
AMENDMENT NO. 2 TO
PROFESSIONAL SERVICES AGREEMENT**

PROJECT: STORM DRAIN AND MYERS STREET IMPROVEMENTS

THIS AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT (hereinafter "Amendment") is made and entered into this 20th day of June, 2007, by and between the City of Oceanside, a municipal corporation, through its ECONOMIC DEVELOPMENT AND REDEVELOPMENT DEPARTMENT, hereinafter designated as "DEPARTMENT", and PROJECT DESIGN CONSULTANT, hereinafter designated as "CONSULTANT."

RECITALS

WHEREAS, DEPARTMENT and CONSULTANT are the parties to that certain Professional Services Agreement dated August 30, 2006, hereinafter referred to as the "Agreement", wherein CONSULTANT agreed to provide certain services to the DEPARTMENT as set forth therein;

WHEREAS, in January 2007, the parties entered into Amendment No. 1 to the Agreement to provide for changes and/or modifications to Section 1, Scope of Work and Section 7, Compensation in the additional amount of \$24,600.

WHEREAS, the parties desire to enter into Amendment No. 2 to the Agreement to provide for changes and/or modifications to Section 1, Scope of Work and Section 7, Compensation.

AMENDMENT

NOW, THEREFORE, as set forth herein, the parties hereto do mutually agree that the Agreement shall be amended as follows:

1. Section 1, Scope of Work, shall be amended to reflect the revised scope of work as set forth in Exhibit "A" which is incorporated by reference."
2. Section 7, Compensation, shall be amended to reflect that all work performed in accordance with the Agreement dated August, 2006, shall not exceed the total contract price of \$161,400. Reimbursement for travel, mileage, blueprinting, mylars, photocopying, plotting, faxes and other direct charges incurred on behalf of the City will be billed at cost plus 15%.

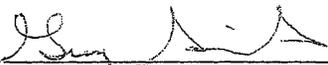
3. Except as expressly set forth in this Amendment No. 2, the Agreement shall remain in full force and effect and is hereby ratified and reaffirmed.

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

IN WITNESS WHEREOF the parties hereto being duly authorized on behalf of their respective entities to execute this Amendment, do hereby agree to the covenants contained in the Agreement, including this Amendment and have caused this Amendment to be executed by setting hereunto their signatures this 20th day of June, 2007.

PROJECT DESIGN CONSULTANT

CITY OF OCEANSIDE
COMMUNITY DEVELOPMENT
COMMISSION

By: 

Greg Shields, PE, CEO

By: 

Peter A. Weiss
Interim City Manager

701 B Street
San Diego, CA 92101

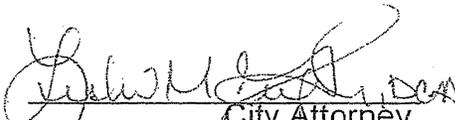
95-3031092

Employer ID No.

APPROVED AS TO FORM:

By 

Lisa Leweck
Vice President
701 B STREET, 800
San Diego, Ca. 92101



City Attorney

NOTARY ACKNOWLEDGMENTS OF CONSULTANT MUST BE ATTACHED.

CITY OF OCEANSIDE

PROFESSIONAL SERVICES AGREEMENT

PROJECT: STORM DRAIN AND STREET IMPROVEMENTS - LINE 25B

THIS AGREEMENT is made and entered into this 20 day of August, 2006, by and between the CITY OF OCEANSIDE, a municipal corporation, hereinafter designated as "CITY", and PROJECT DESIGN CONSULTANTS, hereinafter designated as "CONSULTANT."

NOW THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. **SCOPE OF WORK.** The project is more particularly described as follows:
See the attached "Exhibit A."
2. **INDEPENDENT CONTRACTOR.** CONSULTANT'S relationship to the CITY shall be that of an independent contractor. CONSULTANT shall have no authority, express or implied, to act on behalf of the CITY as an agent, or to bind the CITY to any obligation whatsoever, unless specifically authorized in writing by the City Manager or his designee. 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 Manager or his designee. 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. **WORKER'S 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 Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code, and the CONSULTANT will comply with such provisions, and provide certification of such compliance as a part of this Agreement.
4. **LIABILITY INSURANCE.**
 - 4.1. CONSULTANT shall, throughout the duration of this Agreement maintain comprehensive general liability and property damage insurance, or commercial general liability insurance, covering all operations of CONSULTANT, its agents and employees, performed in connection with this

STORM DRAIN AND STREET IMPROVEMENTS - LINE 25B
Agreement including but not limited to premises and automobile.

4.2 CONSULTANT shall maintain liability insurance in the following minimum limits:

Comprehensive General Liability Insurance
(bodily injury and property damage)

Combined Single Limit Per Occurrence	\$ 1,000,000
General Aggregate	\$ 2,000,000*

Commercial General Liability Insurance
(bodily injury and property damage)

General limit per occurrence	\$ 1,000,000
General limit project specific aggregate	\$ 2,000,000

<u>Automobile Liability Insurance</u>	\$ 1,000,000
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*General aggregate per year, or part thereof, with respect to losses or other acts or omissions of CONSULTANT under this Agreement.

4.3 If coverage is provided through a Commercial General Liability Insurance policy, a minimum of 50% of each of the aggregate limits shall remain available at all times. If over 50% of any aggregate limit has been paid or reserved, the CITY may require additional coverage to be purchased by the CONSULTANT to restore the required limits. The CONSULTANT shall also notify the CITY'S Project Manager promptly of all losses or claims over \$25,000 resulting from work performed under this contract, or any loss or claim against the CONSULTANT resulting from any of the CONSULTANT'S work.

4.4 All insurance companies affording coverage to the CONSULTANT for the purposes of this Section shall add the City of Oceanside as "additional insured" under the designated insurance policy for all work performed under this agreement. Insurance coverage provided to the City as additional insured shall be primary insurance and other insurance maintained by the City of Oceanside, its officers, agents, and employees shall be excess only and not contributing with insurance provided pursuant to this Section.

4.5 All insurance companies affording coverage to the CONSULTANT pursuant to this agreement shall be insurance organizations admitted by the Insurance Commissioner of the State of California to transact business of insurance in the state or be rated as A+ or higher by A.M. Best.

STORM DRAIN AND STREET IMPROVEMENTS - LINE 25B

- 4.6 All insurance companies affording coverage shall provide thirty (30) days written notice to the CITY should the policy be cancelled before the expiration date. For the purposes of this notice requirement, any material change in the policy prior to the expiration shall be considered a cancellation.
- 4.7 CONSULTANT shall provide evidence of compliance with the insurance requirements listed above by providing a Certificate of Insurance, 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 ~~Two Hundred Fifty Thousand Dollars (\$250,000.00)~~.

One Million *\$1,000,000.00 RPH*

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

6. **CONSULTANT'S INDEMNIFICATION OF CITY.** CONSULTANT shall indemnify and hold harmless the CITY and its officers, agents and employees against all claims for damages to persons or property arising out of the negligent acts, errors or 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, attorneys' fees, expert fees and liability assessed against or incurred by the CITY, its officers, agents, or employees in defending against such claims or lawsuits, whether the same proceed to judgment or not. Further, CONSULTANT at its own expense shall, upon written request by the CITY, defend any such suit or

STORM DRAIN AND STREET IMPROVEMENTS - LINE 25B

action brought against the CITY, its officers, agents, or employees resulting or arising from the conduct, 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.

7. **COMPENSATION.** CONSULTANT'S compensation for all work performed in accordance with this Agreement, shall not exceed the total contract price of **\$24,800** (twenty-four thousand eight hundred dollars.) Reimbursable for travel, mileage, blueprinting, mylars, photocopies, plotting, faxes and other direct charges incurred on behalf of the City will be billed at cost plus 15%.

No work shall be performed by CONSULTANT in excess of the total contract price without prior written approval of the City Engineer. CONSULTANT shall obtain approval by the City Manager or his designee prior to performing any work, which results in incidental expenses to CITY.

CONSULTANT shall submit monthly invoices 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 approval by the Economic Development and Redevelopment Director.

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 Manager or his designee within ninety (90) calendar days.
9. **TERMINATION OF AGREEMENT.** Either party may terminate this Agreement by providing thirty (30) days written notice of 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 the Agreement. The CITY shall be required to compensate CONSULTANT for work performed in accordance with the Agreement up to and including the date of termination.

10. **ENTIRE AGREEMENT.** This Agreement comprises the entire integrated understanding between CITY and CONSULTANT concerning the work to be performed for this project and supersedes all prior negotiations, representations, or agreements.
11. **INTERPRETATION OF THE AGREEMENT.** The interpretation, validity and enforcement of the Agreement shall be governed by and construed under

STORM DRAIN AND STREET IMPROVEMENTS - LINE 25B

the laws of the State of California. The Agreement does not limit any other rights or remedies available to CITY.

The CONSULTANT shall be responsible for complying with all local, state, and federal laws whether or not said laws are expressly stated or referred to herein.

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

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

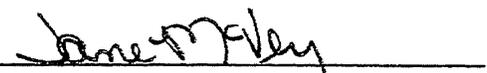
13. SIGNATURES. The individuals executing this Agreement represent and warrant that they have the right, power, legal capacity and authority to enter into and to execute this Agreement on behalf of the respective legal entities of the CONSULTANT and the CITY.

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 this 7 day of Sept., 2006.

PROJECT DESIGN CONSULTANTS

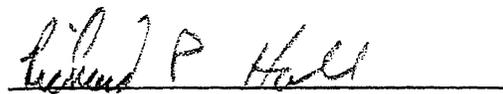
CITY OF OCEANSIDE

By: 

By: 

Rex Plummer, L.S., President
701 B Street
San Diego, CA 92101
619-881-3229
619-234-0349 (Fax)

Jane Mcvey, Director of Economic & Redevelopment
300 North Coast Highway
Oceanside, CA 92054
760-435-3355

By: 

APPROVED AS TO FORM:

Richard P Hall, P.E., Asst. V.P.
Same as Above


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 9/7/06 before me, ANGELA R WILLIAMS
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared REX PLUMMER
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.
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

Signer's Name: _____

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

Signer Is Representing: _____



**EXHIBIT 'A' – SUMMARY SCOPE OF WORK
STORM DRAIN AND STREET IMPROVEMENTS
LINE 25B
CITY OF OCEANSIDE, CALIFORNIA**

Project Design Consultants (PDC) proposes to provide the following services:

I. CONCEPTUAL STORM DRAIN AND STREET IMPROVEMENTS

This Scope of Work for conceptual storm drain and street improvements is based on conversations between the City of Oceanside and Project Design Consultants (PDC). This project proposes to replace the existing 18-inch RCP in Pacific Street and Pier View Way. In addition, street improvements are necessary to improve the drainage characteristics of Myers Street between Pier View Way and Seagaze Drive. The replacement pipe will extend from the existing bubbler outlet approximately 680-feet upstream to the Pacific Street Mission Avenue intersection. A new storm drain lateral will extend up Pier View Way to Myers Street connecting into new inlets along Myers Street. The Myers Street improvements will consist of street improvements to facilitate minor grading changes, a street widening, and new storm drain inlets. We do not anticipate that a raised median will be required. The major categories of civil engineering necessary to support this project are: conceptual improvement plan preparation and graphics/meeting support.

Outlined below is our understanding of the services we believe will be required.

II. RESEARCH AND INVESTIGATION

A. Data Collection and Review:

1. *Project Kick-off Meeting:* A kick-off meeting will be held to review the project goals, approach, and schedule. Issues regarding design criteria, organizational structure, data management, and data transfer will be discussed. This meeting will also allow the City to brief us on upcoming projects and/or projects currently under review that may pose vertical or horizontal conflicts.

2. *Existing Facilities Inventory:* We will research the existing wet utilities infrastructure and enhance our base mapping of the area. We strongly recommend potholing in the vicinity of the new storm drain pipes. We have included in this scope time to coordinate with an underground utility specialist. However, we have assumed that the City would perform utility mark-outs and potholing.

B. Survey and Control:

Field Survey: We have assumed that aerial topography used in preparing our April 2004 Drainage Report entitled, *City of Oceanside Storm Drain Maintenance & Water Quality Improvements*, will suffice for design efforts on this project. Therefore, this Scope of Work does not include obtaining new aerial topography. We have included two days of survey crew time to revisit the site and obtain additional field completion data based on the team's research. This information will include cross sections of Myers Street. Additional survey work will be performed as extra work, with prior authorization. It is anticipated that all the proposed improvements will lie within the public right-of-way, therefore, no easement or legal preparations are anticipated. It is our understanding that the construction documents will utilize Record of Survey information to establish right-of-way, easements, and property lines.

III. CONCEPTUAL DESIGN

We anticipate preparing improvement plans to a 30% level of completion to support discussions with the Coastal Commission. These plans will include a horizontal layout of the proposed improvements and will show the existing infrastructure. We will also prepare an Engineer's Estimate of Probable Construction Cost. We anticipate that profiles, specifications, details, and other supporting information will be prepared at a later time.

Prior to starting engineering design, we understand that the City will confirm wet and franchise utility locations through a potholing process. This information will be critical to avoiding conflicts as we anticipate the underground storm drain will be laid at a shallow slope.

The 30% plans will consist of approximately four, 40-scale sheets total, including plan sheets and a title page. This task also includes time to prepare preliminary Hydraulic Grade Line calculations to reflect a proposed storm drain profile. While a drainage addendum to the previously approved Drainage Report (April 2004) reflecting final HGL calculations will be performed at a later time, obtaining the potholing information and preparing hydraulic calculations prior to speaking to the Coastal Commission will help prevent needing to modify the design at a later date to account for utility conflicts or necessary pipe size changes, potentially requiring us to revisit the Coastal Commission approval process.

- A. Water Quality Technical Report: We will prepare a Water Quality Technical Report (WQTR) to identify pollutants and conditions of concern, establish feasible options for permanent stormwater BMPs at this project site, and identify implementation and maintenance procedures for post-construction BMPs. The WQTR will be developed in accordance with the current requirements and standards from the City of Oceanside.
- B. Meetings and Project Coordination: We have budgeted 20 hours of staff time to attend project meetings and assist in project coordination.
- C. Graphics Support: We have budgeted 20 hours of staff time to assist the City with the preparation of graphics.

The scope includes the following deliverables:

1. Conceptual Design: Five copies of the 30% plans and WQTR.

IV. REIMBURSABLES

Reimbursable charges for blueprinting, photographic mylar reproductions, photocopying, travel and mileage, delivery services, telephone charges, computerized plotting, special graphic services, supplies, facsimiles, and other direct charges incurred on behalf of the Client will be billed to Client at cost plus 15%.

EXCLUSIONS

The following services are excluded from this scope. Certain tasks may be provided under a separate scope, amendment, or time-and-materials basis.

1. The projected hours described in this Agreement are based on normal and reasonable review processing. Should any of the applications experience design or environmental issues that require significant redesign, the budget described in this Agreement may require adjustment. Additional hours beyond those referenced will be conducted as extras to the Agreement and will be charged on a time-and-materials basis.
2. This Scope of Work assumes that all environmental approvals have been obtained or will be performed by others. Preparation of documents and other efforts to support environmental processing or Coastal Commission approval in excess of the hours budgeted within this proposal will be conducted as extras to the Agreement and will be charged on a time-and-materials basis.
3. Traffic control plans and signing/stripping plans are not included.
4. Title reports and title documents will be done by others.
5. Soils or Geotechnical engineering will be done by others.

6. Potholing of existing utilities is not included.
7. Appraisals and right-of-way negotiations are not included.
8. Bid documents are not included.
9. Construction staking, monumentation, and as-built drawings will be in a separate contract.
10. Landscape architecture is not included.
11. Others will obtain NPDES permit.
12. Services to design shoring, retaining walls, or other structures not covered in the San Diego Regional Standard Drawings can be provided separately, if required.
13. Services to prepare gas, electrical, cable, and/or telephone plans or relocations are done by others.
14. Exhibits for agency and permit processing, other than those specifically described in this Scope of Work, are not included.
15. Detention analysis and design are not included.
16. Design of interim drainage facilities is not included.
17. Traffic studies, signal plans, and street lighting analyses/plans are not included, but can be provided, if required, upon approval of a change order.



PROJECT DESIGN CONSULTANTS

701 B STREET, SUITE 800
SAN DIEGO, CA 92101

619.235.6471 TEL
619.234.0349 FAX

WWW.PROJECTDESIGN.COM

File: 3418.00C1
F06-769

November 2, 2006

Ms. Tracey Bohlen
CITY OF OCEANSIDE
300 North Coast Highway
Oceanside, CA 92054

SUBJECT: Change Order #1 – Additional Field Surveys and Utility Research

Dear Tracey:

As we discussed, we have attached a change order addressing requests for potholing information and additional field surveys.

POTHOLING OF EXISTING UTILITIES

We have contacted Underground Solutions about providing potholing services. We have worked with them in the past and they are familiar with the site. This scope includes air/vacuum excavation potholing of utilities surrounding blocks 16 and 17 of the project. Per our field visit, it appears there are approximately 18 – 22 pothole sites to be excavated. The following estimate is based on 20-sites. We will be potholing water, gas, SBC, Cox and electric utilities. The following is an estimate without encroachment permit or traffic control permits costs; these will need to be determined later if necessary. Perhaps, since this is a "City Project," those permits will be considered "no fee."

TIME-AND-MATERIALS \$ 19,700

ADDITIONAL FIELD SURVEYS

We have included an additional two days of survey crew time and 16-hours of office support to facilitate collecting the potholing information and additional field surveys near the storm drain outfall. The additional field surveys in the vicinity of the outfall are necessary to precisely locate the light poles, large trees and other obstructions to assist us in relocating the existing storm drain line as it drops from Pacific Street to the beach.

FIXED FEE \$ 4,900

TOTAL CHANGE ORDER NO. 1 \$ 24,600



CONTRACT SUMMARY

Current Authorization	\$24,800
Change Order No. 1	<u>24,600</u>
New Contract Amount	\$49,400

If this change order is acceptable, please acknowledge by signing in the space provided below and return one signed original for our files.

Very truly yours,

Richard P. Hall, PE, CFM
Assistant Vice President

BUDGET CHANGE ORDER NO. 1
ACKNOWLEDGED AND ACCEPTED BY:

Jane McVey Date
Director of Economic and Redevelopment

Barry E. Martin
Interim City Manager

1-18-2006

Date

CITY OF OCEANSIDE**PROFESSIONAL SERVICES AGREEMENT****PROJECT: PREPARATION OF EXHIBIT FOR ADDITIONAL POTHOLING**

THIS AGREEMENT is made and entered into this 26 day of February, 2008, by and between the CITY OF OCEANSIDE COMMUNITY DEVELOPMENT COMMISSION, a municipal corporation, hereinafter designated as "COMMISSION", and PROJECT DESIGN CONSULTANTS, hereinafter designated as "CONSULTANT."

NOW THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. **SCOPE OF WORK.** The project is for the preparation of an exhibit for potholing to identify the location of the underground utilities and to prevent conflicts with the downtown storm drain project. The project is more particularly described in the attached Exhibit "A".
2. **INDEPENDENT CONTRACTOR.** CONSULTANT'S relationship to the COMMISSION shall be that of an independent contractor. CONSULTANT shall have no authority, express or implied, to act on behalf of the COMMISSION as an agent, or to bind the COMMISSION to any obligation whatsoever, unless specifically authorized in writing by the Redevelopment Manager. 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 Redevelopment Manager. CONSULTANT shall be solely responsible for the performance of any of its employees, agents, or subcontractors under this Agreement. CONSULTANT shall report to the COMMISSION any and all employees, agents, and consultants performing work in connection with this project, and all shall be subject to the approval of the COMMISSION.
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.

PREPARATION OF EXHIBIT FOR ADDITIONAL POTHOLING

4. LIABILITY INSURANCE.

4.1. CONSULTANT shall, throughout the duration of this Agreement maintain comprehensive general liability and property damage insurance, or commercial general liability insurance, covering all operations of CONSULTANT, its agents and employees, performed in connection with this Agreement including but not limited to premises and automobile.

4.2 CONSULTANT shall maintain liability insurance in the following minimum limits:

Comprehensive General Liability Insurance
(bodily injury and property damage)

Combined Single Limit Per Occurrence	\$ 1,000,000
General Aggregate	\$ 2,000,000*

Commercial General Liability Insurance
(bodily injury and property damage)

General limit per occurrence	\$ 1,000,000
General limit project specific aggregate	\$ 2,000,000

<u>Automobile Liability Insurance</u>	\$ 1,000,000
---------------------------------------	--------------

*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 COMMISSION may require additional coverage to be purchased by the CONSULTANT to restore the required limits. The CONSULTANT shall also notify the COMMISSION'S Project Manager promptly of all losses or claims over \$25,000 resulting from work performed under this contract, or any loss or claim against the CONSULTANT resulting from any of the CONSULTANT'S work.

4.4 All insurance companies affording coverage to the CONSULTANT for the purposes of this Section shall add the COMMISSION of Oceanside as "additional insured" under the designated insurance policy for all work performed under this agreement. Insurance coverage provided to the COMMISSION as additional insured shall be primary insurance and other insurance maintained by the COMMISSION of Oceanside, its officers, agents, and employees shall be excess only and not contributing with insurance provided pursuant to this Section.

PREPARATION OF EXHIBIT FOR ADDITIONAL POTHOLING

- 4.5 All insurance companies affording coverage to the CONSULTANT pursuant to this agreement shall be insurance organizations admitted by the Insurance Commissioner of the State of California to transact business of insurance in the state or be rated as A-X or higher by A.M. Best.
- 4.6 All insurance companies affording coverage shall provide thirty (30) days written notice to the COMMISSION should the policy be cancelled before the expiration date. For the purposes of this notice requirement, any material change in the policy prior to the expiration shall be considered a cancellation.
- 4.7 CONSULTANT shall provide evidence of compliance with the insurance requirements listed above by providing a Certificate of Insurance, in a form satisfactory to the COMMISSION General Counsel, 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 COMMISSION.** CONSULTANT shall indemnify and hold harmless the COMMISSION 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 COMMISSION, its officers, agents, or employees. CONSULTANT'S

PREPARATION OF EXHIBIT FOR ADDITIONAL POTHOLING

indemnification shall include any and all costs, expenses, attorneys' fees, expert fees and liability assessed against or incurred by the COMMISSION, 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 COMMISSION, defend any such suit or action brought against the COMMISSION, its officers, agents, or employees resulting or arising from the conduct, tortious acts or omissions of the CONSULTANT.

CONSULTANT'S indemnification of COMMISSION 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 \$16,500.

No work shall be performed by CONSULTANT in excess of the total contract price without prior written approval of the Redevelopment Manager. CONSULTANT shall obtain approval by the Redevelopment Manager prior to performing any work, which results in incidental expenses to COMMISSION.

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 Redevelopment Manager within ninety (90) calendar days from the date of this agreement.

9. **ENTIRE AGREEMENT.** This Agreement comprises the entire integrated understanding between COMMISSION 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 COMMISSION.

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.

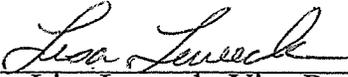
PREPARATION OF EXHIBIT FOR ADDITIONAL POTHOLING

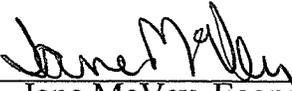
11. **AGREEMENT MODIFICATION.** This Agreement may not be modified orally or in any manner other than by an agreement in writing signed by the parties hereto.
12. **SIGNATURES.** The individuals executing this Agreement represent and warrant that they have the right, power, legal capacity and authority to enter into and to execute this Agreement on behalf of the respective legal entities of the CONSULTANT and the COMMISSION.

IN WITNESS WHEREOF the parties hereto for themselves, their heirs, executors, administrators, successors, and assigns do hereby agree to the full performance of the covenants herein contained and have caused this Professional Services Agreement to be executed by setting hereunto their signatures this 26 day of February, 2008.

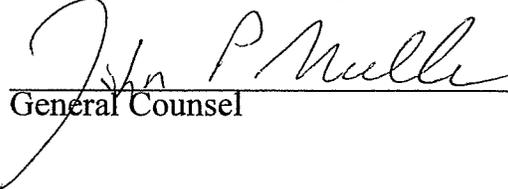
PROJECT DESIGN CONSULTANTS

CITY OF OCEANSIDE COMMUNITY DEVELOPMENT COMMISSION

By: 
Lisa Leweck, Vice President

By: 
Jane McVey, Economic & Community Development Director

95-3031092
Employer I.D.No.

APPROVED AS TO FORM:

General Counsel

NOTARY ACKNOWLEDGMENTS OF CONSULTANT MUST BE ATTACHED.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of SAN DIEGO }

On 2/13/08 before me, ANGELA R. WILLIAMS, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared LISA MARIE LEWECK
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.



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: CITY OF OCEANSIDE PROFESSIONAL SERVICES AGREEMENT

Document Date: 2/13/08 Number of Pages: 5

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: LISA MARIE LEWECK

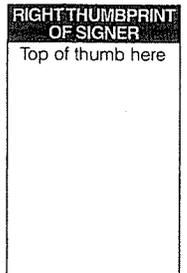
- Individual
- Corporate Officer — Title(s): VICE PRESIDENT
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



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: _____



PROJECT DESIGN CONSULTANTS

701 B STREET, SUITE 800
SAN DIEGO, CA 92101619.235.6471 TEL
619.234.0349 FAX

WWW.PROJECTDESIGN.COM

File: 3418.00C
F07-299

October 15, 2007

Ms. Kathy Baker
CITY OF OCEANSIDE
300 North Coast Highway
Oceanside, CA 92054**SUBJECT:** Public Storm Drain and Myers Street Improvement Plans – Oceanside,
California Change Order No.4

Dear Kathy:

Project Design Consultants (PDC) is submitting Change Order No. 4 for your approval on the above referenced project. The purpose of this change order is to address the additional work items outlined below:

I. ADDITIONAL POTHOLING SERVICES

PDC has prepared the attached pothole exhibit (dated August 27, 2007), which shows where the proposed storm drain is crossing existing wet and dry utility lines. In November of 2006, some potholing was performed at the locations marked by an x in the exhibit. However, to avoid conflicts during construction, PDC suggests additional potholing at the 20 locations indicated in the exhibit. Per your direction, Underground Solutions are contracting directly with the City of Oceanside for their services related to the potholing. PDC's services are as follows:

Preparation of a pothole exhibit for the pothole contractor's use to identify the approximate location of the requested potholes. Assumes USA markout will be handled by others prior to commencement of the potholing operation. Assumes the pothole contractor will use the pothole exhibit (as a guide), the USA markout, and their experience to determine the actual location of the potholes in the field. PDC suggests that the pothole contractor meets with the dry utility consultant and PDC in the field when the markout has been done and before the potholing has begun. This is to determine if the pothole locations shown in the exhibit should be revised and/or if additional pothole locations are determined necessary. This scope item includes survey efforts required to field locate the actual locations potholed both before and following the completion of the pothole operation (assumes the pothole contractor has clearly marked their potholes). Assumes the pothole contractor will provide PDC with a pothole report clearly referencing the horizontal location and vertical elevation for each pothole. This scope item also includes preparation of an exhibit to reflect the results of the pothole report in a graphical form and to provide an opinion of the possible conflicts based upon known information at that time. This change order includes time to update the improvement plans with the location and elevation of the potholed utilities based on the pothole report prepared by Underground Solutions. Any redesign



PROJECT DESIGN CONSULTANTS

Mr. Kathy Baker
File: 3418.00
October 15, 2007
Page 2

due to conflicts may result in an additional fee. Assumes the potholing contractor will provide traffic control plans for the potholing operation. PDC's services will be provided on a time-and-materials basis in accordance with the attached hourly rates. Approximately 60-hours have been budgeted for this task. Should additional pothole locations be necessary based on the evaluation in the field at the time of the potholing, additional fees may apply.

FIXED FEE \$ 9,000

II. COORDINATION MEETINGS AND PROJECT MANAGEMENT

Attend meetings with the Client, SDG&E, the Dry Utility Consultant, and other consultants as requested for project coordination during schematic, design development, and construction document phases. Assumes one PDC staff will be required to attend monthly team meetings (3-hours per meeting budgeted) for a 6-month duration from October 2007 through March 2008. Also includes project management tasks such as updating project schedules, providing project status reports, and other miscellaneous project coordination items. These services will be provided on a time-and-materials basis in accordance with the attached hourly rates. Approximately 50-hours have been budgeted for this task.

TIME-AND-MATERIALS \$ 7,500

TOTAL CHANGE ORDER NO.4 \$ 16,500

If this change order is acceptable, please acknowledge by signing in the space provided below and return one signed original for our files.

Very truly yours,


Lisa Leweck, PE
Vice President


Matt Kurtz
Associate

BUDGET CHANGE ORDER NO. 4
ACKNOWLEDGED AND ACCEPTED BY:

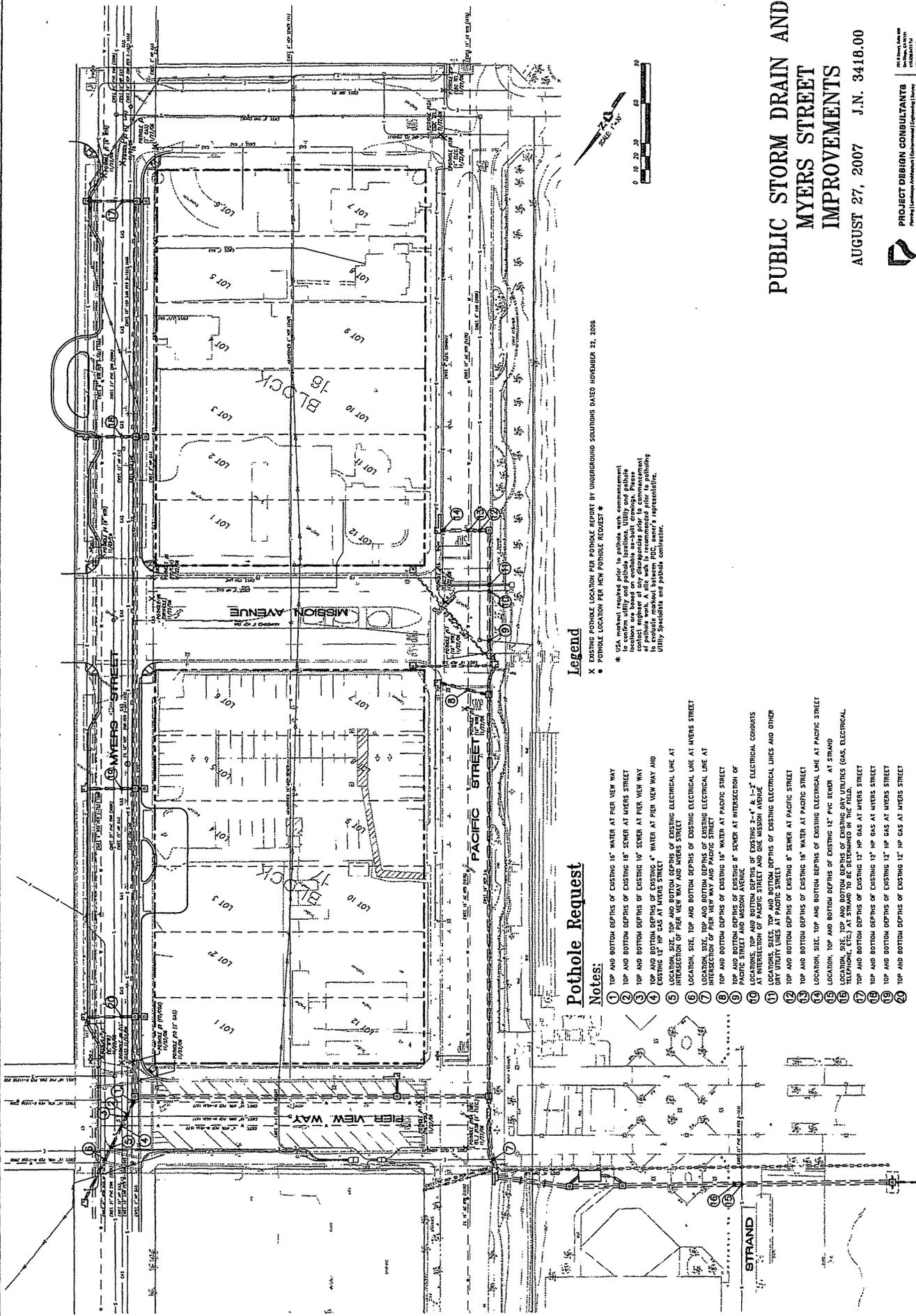
Jane Mc Wey

Date

PUBLIC STORM DRAIN AND MYERS STREET IMPROVEMENTS

AUGUST 27, 2007 J.N. 3418.00

PROJECT DESIGN CONSULTANTS
 Planning | Landscape Architecture | Environmental | Engineering | Survey



Legend

- X EXISTING POTHOLE LOCATION PER POTHOLE REPORT BY UNDERGROUND SOLUTIONS DATED NOVEMBER 22, 2006
- POTHOLE LOCATION PER NEW POTHOLE REQUEST *

* USA markets requesting prior to pothole work commencement to confirm utility and pothole locations. Utility and pothole locations are shown on this plan for informational purposes only. Pothole work is recommended prior to pothole work. A site visit is recommended prior to pothole work. Utility and pothole locations are shown on this plan for informational purposes only. Utility and pothole locations are shown on this plan for informational purposes only.

Pothole Request

Notes:

- 1 TOP AND BOTTOM DEPTHS OF EXISTING 18" WATER AT PIER VIEW WAY
- 2 TOP AND BOTTOM DEPTHS OF EXISTING 18" SEWER AT MYERS STREET
- 3 TOP AND BOTTOM DEPTHS OF EXISTING 18" SEWER AT PIER VIEW WAY
- 4 TOP AND BOTTOM DEPTHS OF EXISTING 18" WATER AT PIER VIEW WAY
- 5 EXISTING 12" HP GAS AT MYERS STREET
- 6 LOCATION, SIZE, TOP AND BOTTOM DEPTHS OF EXISTING ELECTRICAL LINE AT INTERSECTION OF PIER VIEW WAY AND MYERS STREET
- 7 LOCATION, SIZE, TOP AND BOTTOM DEPTHS OF EXISTING ELECTRICAL LINE AT INTERSECTION OF PIER VIEW WAY AND PACIFIC STREET
- 8 TOP AND BOTTOM DEPTHS OF EXISTING 18" WATER AT PACIFIC STREET
- 9 TOP AND BOTTOM DEPTHS OF EXISTING 8" SEWER AT INTERSECTION OF PACIFIC STREET AND MISSION AVENUE
- 10 LOCATION, SIZE, TOP AND BOTTOM DEPTHS OF EXISTING 24" & 18" ELECTRICAL CONDUITS AT INTERSECTION OF PACIFIC STREET AND ONE WISDOM AVENUE
- 11 LOCATIONS, SIZES, TOP AND BOTTOM DEPTHS OF EXISTING ELECTRICAL LINES AND OTHER DRY UTILITY LINES AT PACIFIC STREET
- 12 TOP AND BOTTOM DEPTHS OF EXISTING 8" SEWER AT PACIFIC STREET
- 13 TOP AND BOTTOM DEPTHS OF EXISTING 18" WATER AT PACIFIC STREET
- 14 LOCATION, SIZE, TOP AND BOTTOM DEPTHS OF EXISTING ELECTRICAL LINE AT PACIFIC STREET
- 15 LOCATION, TOP AND BOTTOM DEPTHS OF EXISTING 12" PVC SEWER AT STRAND TELEPHONE, ETC., AT STRAND TO BE DETERMINED IN THE FIELD.
- 16 TOP AND BOTTOM DEPTHS OF EXISTING 12" HP GAS AT MYERS STREET
- 17 TOP AND BOTTOM DEPTHS OF EXISTING 12" HP GAS AT MYERS STREET
- 18 TOP AND BOTTOM DEPTHS OF EXISTING 12" HP GAS AT MYERS STREET
- 19 TOP AND BOTTOM DEPTHS OF EXISTING 12" HP GAS AT MYERS STREET
- 20 TOP AND BOTTOM DEPTHS OF EXISTING 12" HP GAS AT MYERS STREET

