



DATE: September 28, 2011

TO: Honorable Mayor and City Councilmembers

FROM: Development Services Department

SUBJECT: **PROFESSIONAL SERVICES AGREEMENT FOR THE HYDRAULIC ANALYSIS AND ENVIRONMENTAL INVESTIGATION FOR THE NORTH AVENUE CHANNEL PROTECTION PROJECT**

SYNOPSIS

Staff recommends that the City Council approve a professional services agreement with Dudek of Encinitas in the amount of \$212,920 for the hydraulic analysis and environmental investigation for the North Avenue Channel Protection project, located within Loma Alta Creek and along North Avenue, and authorize the City Manager to execute the agreement.

BACKGROUND

An approximately half-mile segment of Loma Alta Creek (Exhibit A) is experiencing continual channel erosion from stormwater flows during heavy rainfall events. This erosion has resulted in the undermining of the channel's concrete headwall structures and drainage infrastructure. The current condition of the channel impedes maintenance of the channel embankment, which structurally supports North Avenue, and drainage infrastructure.

The City's Public Works Department had been actively maintaining and controlling the erosion occurring within Loma Alta Creek by placing riprap along the North Avenue side of the channel. However, due to community concerns and the regulatory agencies' disapproval of the Public Works Department's use of riprap within Loma Alta Creek, the Public Works Department is no longer actively maintaining or controlling the erosion. In order to stabilize and resolve the bank erosion, project studies, design development, and environmental permitting will all need to be accomplished as a public works project.

On June 17, 2011, a request for proposals was advertised to perform the hydraulic analysis and environmental investigation for the North Avenue Channel Protection project. Four firms responded by providing a proposal for the project (Exhibit B). The proposals were evaluated by staff, and Dudek was determined to be most qualified.

ANALYSIS

Dudek was determined to be most qualified for the project based on technical expertise, previous comparable work, familiarity with the project through recent company-conducted biological surveys of the area, and familiarity with the regulatory agency permitting process.

Dudek's proposal was comprehensive, provided amplifying information, addressed all the RFP requirements, listed the appropriate staffing with specific expertise for the project, provided insight into some potential improvement design solutions for the project, included a task to perform an aerial topographic survey of the project area to provide a more accurate topographic base for the project's hydrology and hydraulic analysis, and included habitat restoration and wetland mitigation site design work for onsite and offsite mitigation/revegetation areas.

Three of the four firms' proposal costs were reviewed and appeared to be consistent with costs associated with past work of similar nature. One firm, ECORP, provided a cost proposal that was significantly less than the other three firms.

However, ECORP's cost proposal was for a scope of services that omitted some City requirements. ECORP'S proposal was not comprehensive, did not include habitat restoration and wetland mitigation site design work for onsite and offsite mitigation and revegetation areas, which is necessary for permit processing, did not provide any potential improvement design approaches, did not include a Landscape Architect as part of the design team which is important in the mitigation/revegetation process, and assumed City-provided GIS-based topographic maps to be adequate in conducting a hydrology and hydraulic analysis for the project. The City's GIS-based topographic maps are not sufficiently accurate to base a design from, and are meant to solely be used as reference maps.

To better facilitate the investigative, permitting, and design portions of the project, the project will be separated into two phases. Each phase of the project will have a phase-specific professional services agreement contract prepared and will be executed with the same consultant.

The first phase of the project will focus on the hydraulic analysis of the channel, environmental investigation of the project area, the regulatory permitting process, and environmental approval on a Mitigated Negative Declaration document. The second phase of the project will involve the development of the improvement plans and preparation of the construction documents. After the improvement plans and construction documents are complete and all the required permits are acquired, the project will go out to bid.

Phase I: In order to address and resolve the deteriorating conditions within the channel, a hydraulic analysis and environmental investigation will be required. The hydraulic analysis will consist of a hydrology study and hydraulic study. The environmental investigation process will consist of a cultural resources investigation, performance of biological surveys, preparation of a California Environmental Quality Act (CEQA) Initial Study (IS) checklist, and coordination with state, federal, and local agencies.

Once the hydraulic analysis and environmental investigation are completed, a design feasibility study will be prepared. The study will provide improvement design and environmental options to resolve the issues within Loma Alta Creek and along North Avenue.

After the design feasibility study is completed and an initial study is prepared, meetings with the regulatory agencies will be conducted to discuss design alternatives, CEQA processing, and regulatory permitting approval requirements. After reaching an agreement with the regulatory agencies for the improvement design and permitting requirements for the project, staff will initiate the regulatory permitting process and begin processing the Mitigated Negative Declaration document to satisfy CEQA requirements.

Phase II: This phase of the project will involve the development and preparation of construction documents in accordance with regulatory agency permit requirements. After the improvement plans and construction documents are complete and all the required permits are acquired, the project will go out to bid.

Prior to finding a viable solution to protect North Avenue and the existing drainage infrastructure from erosion, all required environmental permits and agency approvals for the project will need to be obtained. These tasks can potentially take as long as one year, which exposes the project to additional erosion.

Therefore, staff recommends approval of the Professional Services Agreement with Dudek in order to begin finding a solution to the ongoing channel erosion occurring within this segment of Loma Alta Creek and to preserve the structural integrity of North Avenue.

FISCAL IMPACT

Funding usage within this drainage basin district is strictly for improving, repairing, or developing drainage infrastructure within this area.

Funding in the amount of \$310,000 for the North Avenue Channel Protection project (905117300522) has been previously budgeted in the Loma Alta Creek DD2/Zone 2B Fund 522 for FY11-12. The not-to-exceed amount for Phase 1 of the project is \$212,920; therefore sufficient funds are available in the current budget. Funds will be moved between line items as below, and the expenditure account will be 905117300522.5305.10400.

Project	Amounts	Business Unit/Object Code
Current Budget		
Professional Services	\$110,000	905117300522.5305.10400
Infrastructure	\$200,000	905117300522.5703.10600
Total Now	\$310,000	
After Changes		
Professional Services	\$250,000	905117300522.5305.10400
Infrastructure	\$60,000	905117300522.5703.10600
New Totals	\$310,000	

INSURANCE REQUIREMENTS

The City's standard insurance requirements will be met.

COMMISSION OR COMMITTEE REPORT

Does not apply.

CITY ATTORNEY'S ANALYSIS

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

RECOMMENDATION

Staff recommends that the City Council approve a professional services agreement with Dudek of Encinitas in the amount of \$212,920 for the hydraulic analysis and environmental investigation for the North Avenue Channel Protection project, located within Loma Alta Creek and along North Avenue, and authorize the City Manager to execute the agreement.

PREPARED BY:



 Paul J. Pham
 Assistant Engineer

SUBMITTED BY:



 Peter A. Weiss
 City Manager

REVIEWED BY:

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

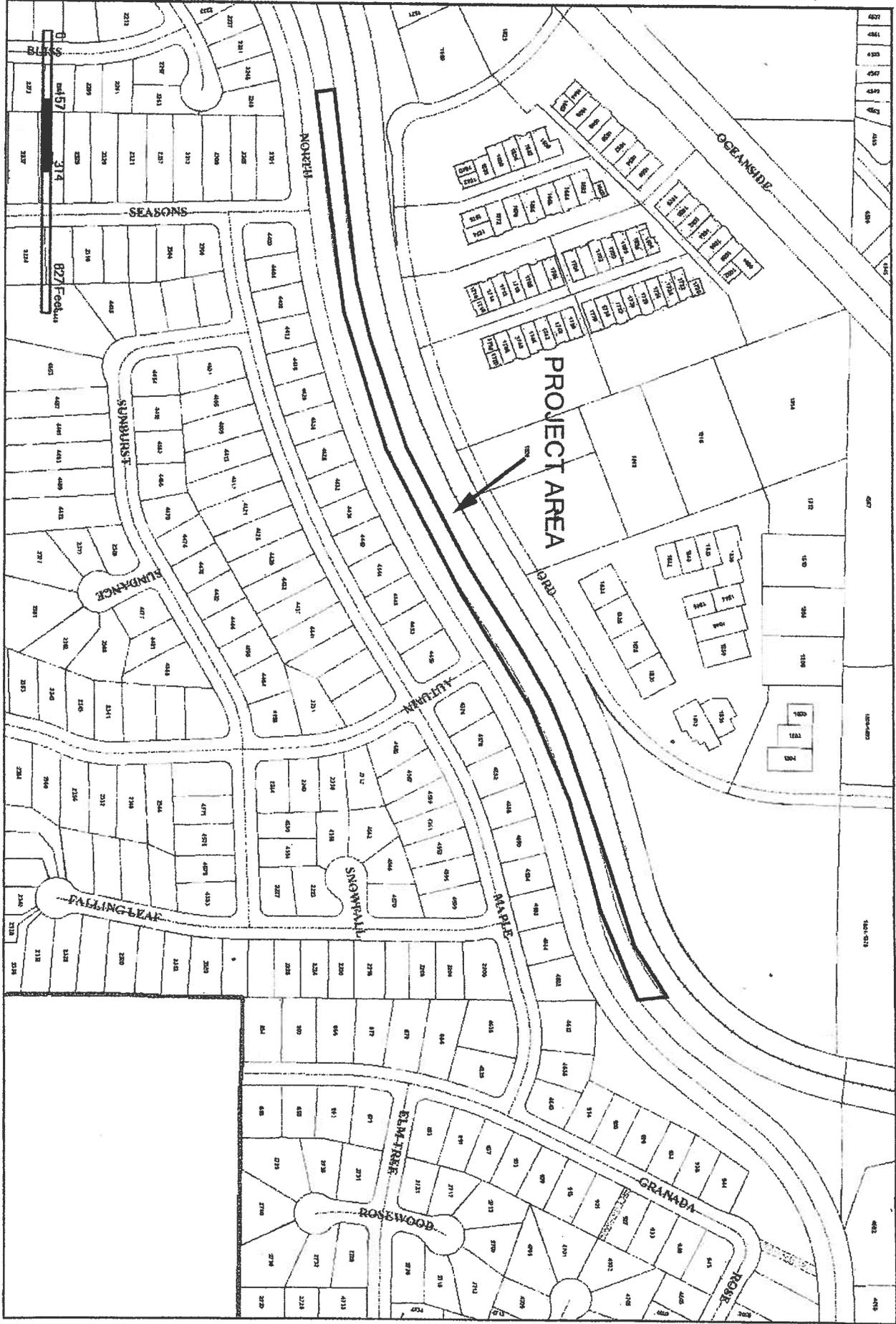


Attachment A – Project Area
 Attachment B – Proposal Results



NORTH AVENUE CHANNEL PROTECTION PROJECT AREA

- SOURCE: HERRICK 2006 ORTHOPHOTO AND CONTOURS
- THIS MAP PREPARED SOLELY FOR ILLUSTRATION PURPOSES
AND IS NOT TO BE RELIED UPON FOR ENGINEERING DRAWINGS.
- SOME INFORMATION MAY NOT BE ACCURATE.



Attachment B – Proposal Results

<i>COMPANY</i>	<i>CITY</i>	<i>CUMMULATIVE RATING</i>	<i>PROPOSAL AMOUNT</i>
Dudek	Encinitas	229	\$212,920
ECORP Consulting	San Diego	224	\$108,500
HDR Engineering	San Diego	223	\$247,701
URS	San Diego	217	\$208,000

CONSULTANT PROPOSAL - RATING FORM

Name of Firm(s): DUDEK, ECORP, HDR, URS

Date: 7/19/2011

Project/Service: NORTH AVENUE CHANNEL PROTECTION PROJECT

Project/Acct. No.: 905117300522

ITEM	POINTS	CONSULTANT			
		DUDEK	ECORP	HDR	URS
I. QUALIFICATIONS OF FIRM AND MEMBERS:	30	27	22	25	23
A. Specialized expertise of members					
B. Adequacy of staff and resources.					
II. PERFORMANCE OF WORK SIMILAR IN CHARACTER:	20	16	16	17	15
A. Comparable work (local area preferred).					
B. Proposal submitted by Oceanside firm.					
C. Proposal included an Oceanside firm as part of a consulting team.					
D. Additional points based on abilities, qualifications, and commitment of Oceanside firm.					
III. ABILITY TO PROVIDE SERVICES:	10	8	6	8	8
A. Ability to complete job on time.					
IV. QUALITY OF PROPOSAL:	20	18	14	19	17
A. Satisfactorily address all objectives.					
B. Provide additional amplifying information.					
C. Presentation, clarity, neatness.					
V. WORK PERFORMANCE FOR THE CITY:	10	2	10	6	10
A. No work in past 12 months.					
B. Work in past 12 months - ** Deductions based on contract, see below					
VI. PRICE:	10	9	10	7	8
A. Overall cost.					
TOTALS:	100	79	78	82	79

Rated By:

1 HDR

2 DUDEK

3 URS

4 ECORP

5 _____

Name: PAUL PHAM

Title: ASST. ENG.

Date: 7/27/11

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

CONSULTANT PROPOSAL - RATING FORM

Name of Firm(s): DUDEK, ECORP, HDR, URS

Date: 7/19/2011

Project/Service: NORTH AVENUE CHANNEL PROTECTION PROJECT

Project/Acct. No.: 905117300522

ITEM	POINTS	CONSULTANT			
		DUDEK	ECORP	HDR	URS
I. QUALIFICATIONS OF FIRM AND MEMBERS:					
	30				
A. Specialized expertise of members					
B. Adequacy of staff and resources.		23	19	20	20
II. PERFORMANCE OF WORK SIMILAR IN CHARACTER:					
	20				
A. Comparable work (local area preferred).					
B. Proposal submitted by Oceanside firm.					
C. Proposal included an Oceanside firm as part of a consulting team.					
D. Additional points based on abilities, qualifications, and commitment of Oceanside firm.		18	15	15	14
III. ABILITY TO PROVIDE SERVICES:					
	10				
A. Ability to complete job on time.		9	7	7	6
IV. QUALITY OF PROPOSAL:					
	20				
A. Satisfactorily address all objectives.					
B. Provide additional amplifying information.		17	15	15	14
C. Presentation, clarity, neatness.					
V. WORK PERFORMANCE FOR THE CITY:					
	10				
A. No work in past 12 months.		2	10	6	10
B. Work in past 12 months - ** Deductions based on contract, see below		2	10	6	10
VI. PRICE:					
	10				
A. Overall cost.		8	9	6	8
TOTALS:	100	77	75	69	72

Rated By:

1 DUDEK

2 ECORP

3 URS

4 HDR

5 _____

Rated By:

Name: ABRAHAM CHEN

Title: ASSOCIATE ENG

Date: 7/19/2011

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

CONSULTANT PROPOSAL - RATING FORM

Name of Firm(s): DUDEK, ECORP, HDR, URS

Date: 7/19/2011

Project/Service: NORTH AVENUE CHANNEL PROTECTION PROJECT

Project/Acct. No.: 905117300522

ITEM	POINTS	CONSULTANT			
		DUDEK	ECORP	HDR	URS
I. QUALIFICATIONS OF FIRM AND MEMBERS:	30				
A. Specialized expertise of members		29	26	27	25
B. Adequacy of staff and resources.					
II. PERFORMANCE OF WORK SIMILAR IN CHARACTER:	20				
A. Comparable work (local area preferred).		5	3	6	5
B. Proposal submitted by Oceanside firm.					
C. Proposal included an Oceanside firm as part of a consulting team.					
D. Additional points based on abilities, qualifications, and commitment of Oceanside firm.					
III. ABILITY TO PROVIDE SERVICES:	10				
A. Ability to complete job on time.		16	6	8	7
IV. QUALITY OF PROPOSAL:	20				
A. Satisfactorily address all objectives.		19	16	19	11
B. Provide additional amplifying information.					
C. Presentation, clarity, neatness.					
V. WORK PERFORMANCE FOR THE CITY:	10				
A. No work in past 12 months.		2	10	6	10
B. Work in past 12 months - ** Deductions based on contract, see below		"	"	"	"
VI. PRICE:	10				
A. Overall cost.		0	10	6	6
TOTALS:	100	73	71	72	66

Rated By:

1 DUDEK

2 HDR

3 ECORP

4 URS

5 _____

Name:

NATHAN MERTZ

Title:

PARCS DEVELOPMENT MANAGER

Date:

7/26/11

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

CITY OF OCEANSIDE

PROFESSIONAL SERVICES AGREEMENT

**PROJECT: NORTH AVENUE CHANNEL PROTECTION PROJECT –
ACCOUNT NUMBER: 905117300522**

THIS AGREEMENT, dated _____, 20__ for identification purposes, is made and entered into by and between the CITY OF OCEANSIDE, a municipal corporation, hereinafter designated as "CITY", and Dudek, hereinafter designated as "CONSULTANT."

NOW THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. **SCOPE OF WORK.** The project is more particularly described as follows:
Conduct all biological surveys and provide a biological resources technical report for the North Avenue Channel Protection project. A more detailed Scope of Service for the project, as defined by Consultant (dated July 15, 2011) is attached hereto as Exhibit "A" and made a part hereto.

2. **INDEPENDENT CONTRACTOR.** CONSULTANT'S relationship to the CITY shall be that of an independent contractor. CONSULTANT shall have no authority, express or implied, to act on behalf of the CITY as an agent, or to bind the CITY to any obligation whatsoever, unless specifically authorized in writing by the City Engineer. The CONSULTANT shall not be authorized to communicate directly with, nor in any way direct the actions of, any bidder or the construction contractor for this project without the prior written authorization by the City Engineer. CONSULTANT shall be solely responsible for the performance of any of its employees, agents, or subcontractors under this Agreement. CONSULTANT shall report to the CITY any and all employees, agents, and consultants performing work in connection with this project, and all shall be subject to the approval of the CITY.

3. **WORKERS' COMPENSATION.** Pursuant to Labor Code section 1861, the CONSULTANT hereby certifies that the CONSULTANT is aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and the CONSULTANT will comply with such provisions, and provide certification of such compliance as a part of this Agreement.

**North Avenue Channel Protection Project
905117300522**

4. LIABILITY INSURANCE.

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

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

Comprehensive General Liability Insurance
(bodily injury and property damage)

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

Commercial General Liability Insurance
(bodily injury and property damage)

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

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

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

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

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pursuant to this Section.

- 4.5 All insurance companies affording coverage to the CONSULTANT pursuant to this agreement shall be insurance organizations admitted by the Insurance Commissioner of the State of California to transact business of insurance in the state or be rated as A-X or higher by A.M. Best.
- 4.6 All insurance companies affording coverage shall provide thirty (30) days written notice to the CITY should the policy be cancelled before the expiration date. For the purposes of this notice requirement, any material change in the policy prior to the expiration shall be considered a cancellation.
- 4.7 CONSULTANT shall provide evidence of compliance with the insurance requirements listed above by providing a Certificate of Insurance and applicable endorsements, in a form satisfactory to the City Attorney, concurrently with the submittal of this Agreement.
- 4.8 CONSULTANT shall provide a substitute Certificate of Insurance no later than thirty (30) days prior to the policy expiration date. Failure by the CONSULTANT to provide such a substitution and extend the policy expiration date shall be considered a default by CONSULTANT and may subject the CONSULTANT to a suspension or termination of work under the Agreement.
- 4.9 Maintenance of insurance by the CONSULTANT as specified in this Agreement shall in no way be interpreted as relieving the CONSULTANT of any responsibility whatsoever and the CONSULTANT may carry, at its own expense, such additional insurance as it deems necessary.
- 5. **PROFESSIONAL ERRORS AND OMISSIONS INSURANCE.** Throughout the duration of this Agreement and four (4) years thereafter, the CONSULTANT shall maintain professional errors and omissions insurance for work performed in connection with this Agreement in the minimum amount of One Million Dollars (\$1,000,000.00).

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

- 6. **CONSULTANT'S INDEMNIFICATION OF CITY.** To the greatest extent allowed by law, CONSULTANT shall indemnify and hold harmless the CITY and its officers, agents and employees against all claims for damages to persons or property arising out of CONSULTANT'S work, including the negligent acts, errors

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or omissions or wrongful acts or conduct of the CONSULTANT, or its employees, agents, subcontractors, or others in connection with the execution of the work covered by this Agreement, except for those claims arising from the willful misconduct, sole negligence or active negligence of the CITY, its officers, agents, or employees. CONSULTANT'S indemnification shall include any and all costs, expenses, attorneys' fees, expert fees and liability assessed against or incurred by the CITY, its officers, agents, or employees in defending against such claims or lawsuits, whether the same proceed to judgment or not. Further, CONSULTANT at its own expense shall, upon written request by the CITY, defend any such suit or action brought against the CITY, its officers, agents, or employees founded upon, resulting or arising from the conduct, tortious acts or omissions of the CONSULTANT.

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

7. **OWNERSHIP OF DOCUMENTS.** All plans and specifications, including details, computations and other documents, prepared or provided by the CONSULTANT under this Agreement shall be the property of the CITY. The CITY agrees to hold the CONSULTANT free and harmless from any claim arising from any use, other than the purpose intended, of the plans and specifications and all preliminary sketches, schematics, preliminary plans, architectural perspective renderings, working drawings, including details, computation and other documents, prepared or provided by the CONSULTANT. CONSULTANT may retain a copy of all material produced under this Agreement for the purpose of documenting their participation in this project.
8. **COMPENSATION.** CONSULTANT'S compensation for all work performed in accordance with this Agreement, shall not exceed the total contract price of \$212,920.00.

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

9. **TIMING REQUIREMENTS.** Time is of the essence in the performance of work under this Agreement and the timing requirements shall be strictly adhered to unless otherwise modified in writing. All work shall be completed in every detail to the satisfaction of the Engineer.

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10. **ENTIRE AGREEMENT.** This Agreement comprises the entire integrated understanding between CITY and CONSULTANT concerning the work to be performed for this project and supersedes all prior negotiations, representations, or agreements.
11. **INTERPRETATION OF THE AGREEMENT.** The interpretation, validity and enforcement of the Agreement shall be governed by and construed under the laws of the State of California. The Agreement does not limit any other rights or remedies available to CITY.

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

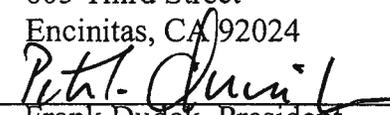
Should any provision herein be found or deemed to be invalid, the Agreement shall be construed as not containing such provision, and all other provisions, which are otherwise lawful, shall remain in full force and effect, and to this end the provisions of this Agreement are severable.

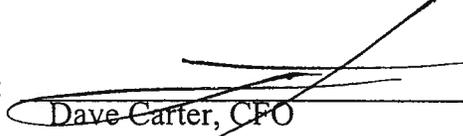
12. **AGREEMENT MODIFICATION.** This Agreement may not be modified orally or in any manner other than by an agreement in writing signed by the parties hereto.

**North Avenue Channel Protection Project
905117300522**

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

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

DUDEK 605 Third Street Encinitas, CA 92024	CITY OF OCEANSIDE 300 North Coast Highway Oceanside, CA 92054
By: <u></u> Frank Dudek, President PETER T. QUINLAN, VICE PRESIDENT	By: _____ City Manager
Date: <u>18 AUG 2011</u>	Date: _____

By: <u></u> Dave Carter, CFO	APPROVED AS TO FORM: <u></u> Amber Hamilton, ASST. City Attorney
Date: <u>8-18-2011</u>	

95-3873865
Employer ID No.

NOTARY ACKNOWLEDGMENTS OF CONSULTANT MUST BE ATTACHED.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

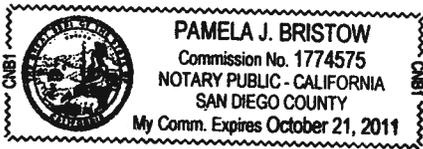
State of California

County of San Diego }

On Aug. 18, 2011 before me, PAMELA J. BRISTOW, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Peter Thomas Quinlan
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: Pamela J. Bristow
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: Agreement w/ City of Oceanside

Document Date: Aug 18, 2011 Number of Pages: 7

Signer(s) Other Than Named Above: DAVID CARTER

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

Corporate Officer -- Title(s): _____

Individual

Partner -- Limited General

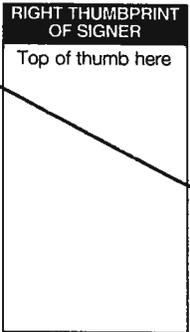
Attorney in Fact

Trustee

Guardian or Conservator

Other: _____

Signer Is Representing: _____



Signer's Name: _____

Corporate Officer -- Title(s): _____

Individual

Partner -- Limited General

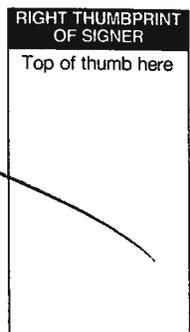
Attorney in Fact

Trustee

Guardian or Conservator

Other: _____

Signer Is Representing: _____



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

State of California

County of San Diego

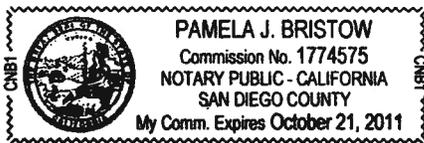
On Aug 18, 2011 before me, PAMELA J. BRISTOW, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared DAVID WILSON CARTER
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: Pamela Bristow
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: Agreement w/ City of Oceanside

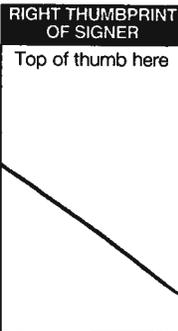
Document Date: Aug 18, 2011 Number of Pages: _____

Signer(s) Other Than Named Above: Peter Quinlan

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

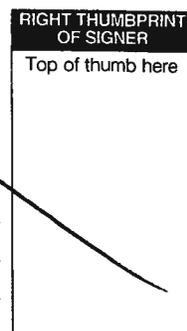
- Corporate Officer -- Title(s): _____
- Individual
- Partner -- Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: _____

Signer's Name: _____

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



Signer Is Representing: _____