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DATE: June 20, 2012

TO: Honorable Mayor and City Councilmembers

FROM: Development Services Department

SUBJECT: **AMENDMENT 4 TO THE PROFESSIONAL SERVICES AGREEMENT WITH TAYLOR GROUP INCORPORATED FOR ENVIRONMENTAL REMEDIATION AND WELLS ABANDONMENT SERVICES FOR 1617 MISSION AVENUE**

### **SYNOPSIS**

Staff recommends that the City Council approve Amendment 4 in the amount of \$114,779 to the professional services agreement with Taylor Group, Inc., for the environmental remediation and wells abandonment services for 1617 Mission Avenue (Former Police Fueling Facility), for final work to conclude the project, and authorize the City Manager to execute the Amendment; and approve a budget appropriation of \$63,000 from the Public Facilities Fees Unallocated Fund 503 balance to the project account.

### **BACKGROUND**

The City had operated a fueling facility at the former Oceanside Police Department site at 1617 Mission Avenue. In 1992, the severely corroded fuel tank was removed and evidence of leakage was discovered. Subsequently, the City was directed by San Diego County Department of Environment Health (DEH) to identify the extent of the contamination and develop a remediation plan.

- January 2001, The DEH approved the Remediation Plan developed for the City by Taylor Group with the use of a carbon absorption treatment system.
- February 2001, City Council approved a PSA with Taylor-Hunter Associates, Inc., (now Taylor Group, Inc.) to install the monitoring wells and monitor the site in accordance with the Remediation Plan.
- August 2007, Due to relatively high concentration of hydro-carbonates at two locations, the DEH required the installation of two or more monitoring wells and extended the monitoring period.
- By 2011, 20,000 gallons of degraded gasoline had been recovered as the result of the Remediation Plan.
- December 2011, DEH approved the Corrective Action Plan (CAP).

The CAP concludes that no additional active remediation tasks are required at the site, and the site may be closed. In order to close the site, the CAP requires the abandonment of the monitoring wells, dismantlement of the Vapor Extraction System, and cleaning or decontaminating of the piping and other components that were in contact with contaminants. Once the conditions of the CAP are met, the fuel site will be closed and mitigation efforts will be terminated.

**ANALYSIS**

The scope of work will meet the CAP requirements and conclude in the closure of the project.

**FISCAL IMPACT**

The FY 2012-13 Capital Improvement Program (CIP) budget for the remediation of OPD Fueling Facility (425632503) was approved for \$70,000 in new funds by Council on June 6, 2012. The unassigned fund balance in the Public Facilities Fees Fund (503.3100.0001) is approximately \$952,000. Therefore, sufficient funds are available to appropriate \$63,000 to the OPD Fuel Facility Remediation Project. The effective date of the amendment will be July 1, 2012; therefore, there will be sufficient funds available to complete the project.

<b>Item</b>	<b>Action/Date</b>	<b>Amount</b>
PSA	Approved 2/14/2001	\$ 290,000
Amendment #1	Approved 3/19/2003	\$ 500,000
Amendment #2	Approved 5/3/2006	\$ 340,000
Amendment #3	Approved 7/2/2008	\$ 234,000
Total thus far		\$1,364,000

Amendment 4 in the amount of \$114,779 will bring the total project cost to \$1,478,779.

**INSURANCE REQUIREMENTS**

The City's standard insurance requirements have been met and are currently in effect.

**COMMISSION OR COMMITTEE REPORT**

Does not apply.

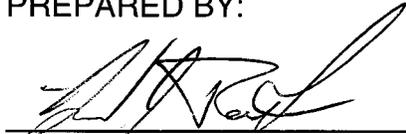
**CITY ATTORNEY'S ANALYSIS**

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

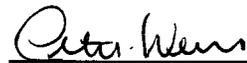
**RECOMMENDATION**

Staff recommends that the City Council approve Amendment 4 in the amount of \$114,779 to the professional services agreement with Taylor Group, Inc., for the environmental remediation and wells abandonment services for 1617 Mission Avenue (Former Police Fueling Facility), for final work to conclude the project, and authorize the City Manager to execute the Amendment; and approve a budget appropriation of \$63,000 from the Public Facilities Fees Unallocated Fund 503 balance to the project account.

PREPARED BY:

  
\_\_\_\_\_  
Abraham Chen  
Associate Engineer

SUBMITTED BY:

  
\_\_\_\_\_  
Peter A. Weiss  
City Manager

REVIEWED BY:

Michelle Skaggs Lawrence, Deputy City Manager

George Buell, Development Services Director

Scott O. Smith, City Engineer

Teri Ferro, Financial Services Director

  
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Attachments:

1. Amendment 4 with Taylor Group, Inc.



**CITY OF OCEANSIDE**  
**AMENDMENT No. 4 TO**  
**PROFESSIONAL SERVICES AGREEMENT**

**PROJECT: Former Police Fueling Facility Remediation Project - 425632503**

THIS AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT (hereinafter "Amendment"), dated June 20, 2012, for identification purposes, is made and entered into by and between the CITY OF OCEANSIDE, a municipal corporation, hereinafter designated as "CITY", and Taylor Group, Inc., hereinafter designated as "CONSULTANT."

**RECITALS**

WHEREAS, City and Consultant are the parties to that certain Professional Services Agreement dated the February 14, 2001, and amendments No.1, No. 2 and No. 3 thereto, hereinafter referred to as the "Agreement", wherein Consultant agreed to provide certain services to the City as set forth therein;

**AMENDMENT**

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

1. **SCOPE OF WORK.** The project is more particularly described as follows (detailed Scope of Work attached as Exhibit A):
  - Management and oversight of the destruction of the monitoring wells and Vapor Extraction System
  - Preparation of a Well Closure Report to DEH
  - Restored abandon wells locations
  
2. **COMPENSATION.** CONSULTANT'S compensation for all work performed in accordance with this Amendment No. 4, is hereby amended by adding a lump sum amount not to exceed \$114,779 for additional work for a total contract amount not to exceed \$1,478,779.

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.

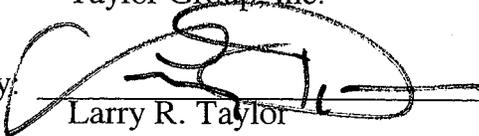
No work shall be performed by CONSULTANT in excess of the total contract price without prior written approval of the City Engineer. CONSULTANT shall obtain approval by the City Engineer prior to performing any work that results in incidental expenses to CITY.

**Former Police Fueling Facility Remediation Project - 425632503**

3. **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 Engineer within 150 calendar days.
4. Except as expressly set forth in this Amendment, the Agreement shall remain in full force and effect and is hereby ratified and reaffirmed.

**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 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 on the dates set forth below.

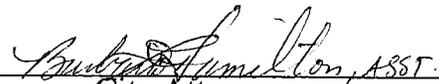
Taylor Group, Inc.  
By:   
Larry R. Taylor

CITY OF OCEANSIDE  
By: \_\_\_\_\_  
Peter Weiss, City Manager

Date: May 31, 2012

Date: \_\_\_\_\_

APPROVED AS TO FORM:

  
Sandra Hamilton, ASST.  
City Attorney

33-0842004  
Employer ID No.

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

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**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

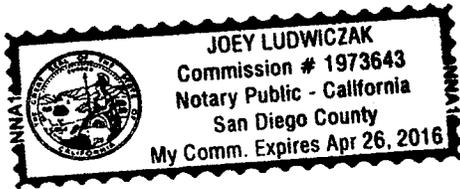
CIVIL CODE § 1189

State of California

County of SAN DIEGO

On MAY 31 2010 before me, JOEY LUDWICZAK, NOTARY PUBLIC  
Date Here Insert Name and Title of the Officer

personally appeared LARRY R. TAYLOR  
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.

Place Notary Seal Above

Signature: [Signature]  
Signature of Notary Public

**OPTIONAL**

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

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_

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

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

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

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

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

Individual  Individual

Partner —  Limited  General  Partner —  Limited  General

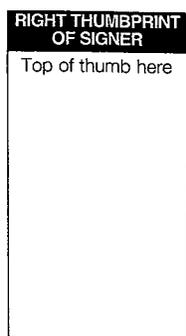
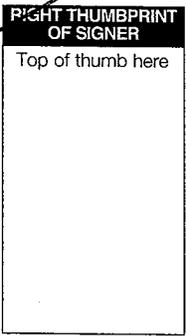
Attorney in Fact  Attorney in Fact

Trustee  Trustee

Guardian or Conservator  Guardian or Conservator

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

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







**TAYLOR GROUP, INC.**  
 GEOSCIENCE & ENGINEERING CONSULTANTS

April 6, 2012  
 TGI Project No. E00.00085

*301 Mission Avenue*  
*Suite 201*  
*Oceanside*  
*California 92054*  
*tel: 760.721.9990*  
*fax: 760.721.9991*  
*www.visitTGI.com*

**City of Oceanside Public Works Department**  
 300 N. Coast Highway  
 Oceanside, CA 92054  
 Attn: Mr. Abraham Chen

**Subject: Revised Estimate of Fees for Completion of Environmental Services  
 Former OPD Fueling Facility - (501) 878861  
 1617 Mission Avenue, Oceanside, California**

**Reference:** *"Corrective Action Plan, Former Oceanside Police Department Fueling Facility, 1617 Mission Avenue, Oceanside, CA, DEH Case No. H03330-002" Addendum 02.*  
 October 12, 2011. TGI Project No. E00.00085

*"Corrective Action Plan Concurrence, Unauthorized Release File #H03330-002, Oceanside Police Department Fueling Facility, 1617 Mission Avenue, Oceanside, California", County of San Diego Department of Environmental Health, Land and Water Quality Division. December 8, 2011*

Dear Mr. Chen:

At your request, Taylor Group, Inc. ("TGI") has prepared this estimate of fees for completion of environmental services associated with remediation of soil and groundwater contamination at the former Oceanside Police Department fueling facility located at 1617 Mission Avenue ("the Site"). This estimate is revised from the fee estimate dated March 11, 2012 that was provided to Ed Vasquez. The revisions essentially entail the addition of several task element to the work to be performed by TGI which Mr. Vasquez had indicated were to be performed by City crews.

## 1.0 PROJECT STATUS

TGI has prepared a Corrective Action Plan (CAP) for the Site that has been approved by the San Diego County Department of Environmental Health (DEH). The CAP concluded that "Remediation by Natural Attenuation (RNA)" provides the most cost-effective approach to remediation due primarily to cost and constructability considerations. Groundwater beneath the Site is impacted by petroleum hydrocarbons associated with past releases from an underground storage tank that has been removed. Approximately 20,000 gallons of degraded gasoline has been recovered by a Vapor Extraction System. A plume of dissolved hydrocarbons remains in the groundwater beneath the Site, but several years of monitoring of onsite and offsite wells have demonstrated that hydrocarbon concentrations in the plume are being reduced by natural attenuation. The Site is in an area with

**TAYLOR GROUP, INC.**

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defined beneficial use of groundwater exists, but TGI's assessment has demonstrated that the Site is not currently impacting beneficial use of groundwater or surface waters resources. Degradation rates of the plume indicate that water quality objectives can be achieved by natural attenuation long before groundwater beneath the site migrates to the area of beneficial use.

The approved CAP concludes that natural attenuation can effectively achieve remediation goals within a reasonable period of time relative to impact on potential receptors. No additional active remediation tasks are required at the Site.

The CAP includes a requirement to perform certain activities in order to obtain Site closure. The activities associated with the approved CAP consist of destroying onsite and offsite monitoring wells and removing the VES components currently present at the Site.

The required closure activities are described in the CAP are:

1. Abandon all offsite and onsite monitoring wells. This will include vapor extraction well OPD-5 and monitoring wells OPD-1 through -4, and OPD-6 through -12. All well abandonment shall be performed by a licensed contractor in accordance with State of California Well Standards and DEH requirements.
2. Dismantle VES system and remove all components from the Site. Most components such as GAC canisters, blowers and controls can be reused. Piping and other components that have been in contact with contaminants shall be steam cleaned to decontaminate and/or disposed of in accordance with regulatory requirements. Underground piping to the wells may be removed or abandoned in-place.

## **2.0 SCOPE OF WORK**

Based on our recent discussions with City staff, we understand that the City would like TGI to be primarily responsible for both the the well destruction work and the work associated with decommissioning of the VES, with minimal involvement by the City. Therefore, this proposal and cost estimate are based on the following assumptions:

- TGI will manage the well destruction process and oversee the field operations of a licensed drilling contractor during well destruction. Certain ancillary activities associated with the implementation of this element of the CAP will be performed by City staff.
- The City will manage the VES decommissioning process and oversee field operations of City crews and/or contractors during the VES decommissioning process. Certain ancillary activities associated with the implementation of this element of the CAP will be performed by TGI.

The overall scope of work associated with implementation of the CAP and completion of the environmental services for the Site are further detailed in the following sections.

### **3.1 Destruction of Monitoring Wells and Vapor Extraction Wells**

TGI will coordinate the destruction of twelve (12) onsite and offsite groundwater monitoring and vapor extraction wells at the project. The well abandonment will be performed according to guidelines of the State of California Well Standards. TGI has coordinated with DEH with respect to the method of well destruction and DEH has concurred with TGI's recommendation that the wells can be destroyed following State well standard requirements that allow pressure grouting wells without removal of all of the well materials. The State-approved method varies from DEH guidelines that generally require that all well materials be removed prior to sealing.

TGI's activities associated with the well destruction will consist of the following:

- Obtain necessary permits from DEH;
- Permit fees;
- Task coordination and communication with the City;
- Well destruction and sealing by a licensed drilling contractor in accordance with the well destruction method that has been accepted by DEH. The method of destruction will entail involve perforating the well screen using a special casing tool, pressure grouting the well with a packer assembly, overdrilling the upper 5 feet to remove the well casing and removal of well vaults and concrete aprons (for those wells that have them);
- Patching of asphalt concrete pavements at six (6) onsite and three (3) offsite well locations that are in AC parking lots;
- Replacing landscape (turf) at two (2) onsite and one (1) offsite well locations that are in landscaped lawn areas
- Waste disposal (groundwater, soil and materials generated during well destruction);
- Preparation of a Well Closure Report for submittal to DEH; and
- Preparation of other documentation related to site closure as required by DEH (treatment and offsite waste disposal documentation).

Tasks associated with the well destruction that are to be performed by City staff will consist of the following:

- Obtaining property owner consent for destruction activities to be performed at four (4) offsite wells;

### **3.2 Decommissioning of Remediation System**

TGI will provide limited assistance and coordination in connection with the decommissioning of the soil vapor extraction system, vapor-phase carbon vessels, and conveyance lines. Tasks associated with the VES decommissioning that will be performed by TGI will consist of the following:

- Provide notification to San Diego Air Pollution Control District (APCD);
- Removal of TGI's equipment and supplies from the VES compound;
- Disposal of waste carbon from adsorption units;
- Removal of concrete pad for the adsorption units;
- Abandonment of subsurface vapor extraction pipes and electrical wiring;
- Removal of fencing;
- Repaving the compound area with asphalt pavement;
- Salvage or disposal of used above-ground equipment;
- Disposal of waste materials (piping, concrete, fencing, etc.).
- Obtain permit from City building department (if needed);

### **3.4 Previous Work**

TGI's project accounting currently shows an unpaid balance of \$24,670 for unreimbursed work related to the CAP and \$4,083 for preliminary efforts related to closure activities. A previous contract amendment in the amount of \$234,000 was approved by City Council on July 2, 2008. The contract amendment was intended to fund work related to ongoing monitoring, preparation of the CAP, well destruction and VES system decommissioning. The estimated amount for well destruction and VES decommissioning in the prior amendment was \$96,000. The remaining amendment amount of \$138,000 was to fund four (4) rounds of sampling, five (5) reports and the CAP and assumed that work would continue through November 2008.

Based on DEH directives, the monitoring and reporting continued through December 2010 with an additional 5 rounds of monitoring beyond what was included in the budget estimate for the amendment. Budget estimate was for \$26,600 per sampling event. Actual average cost was approx. \$17,000 per sampling event. The cost of the CAP preparation was \$42,554 versus an estimate of \$20,000 in the July 2007 amendment.

The fee estimate in the following section includes amounts for monitoring, reporting and CAP preparation that were not covered by the prior July 2007 amendment and which have already been incurred as a result of the extended monitoring and actual CAP preparation costs.

#### **4.0 FEE ESTIMATE**

TGI will provide the services as described herein on a time-and-materials basis in accordance with the attached schedule of fees. Estimated costs for the tasks described in the proposal are summarized in Table 1. Details for the well destruction and assistance with VES decommissioning are provided on Worksheets 1 and 2, respectively.

The estimated fees for TGI's services associated with the well destruction, closure documentation and VES decommissioning are \$86,026. The total of unreimbursed previous work performed by TGI is \$28,753. Total recommended funding for completion of TGI's work associated with closure of the Site is \$115,000.

The cost estimate excludes the tasks listed in Section 3.1 that are to be performed by directly by City staff.

#### **5.0 ASSUMPTIONS, LIMITATIONS AND EXCLUSIONS**

Our fee estimate has included the following assumptions:

1. TGI and subcontractor labor costs are not based on prevailing wage rates. If prevailing wage rates apply, please notify us and we will provide a revised fee estimate.
2. Assumes that traffic control will not be needed for any of the well locations.
3. TGI's cost estimate is based on the scope items and quantities that are as specified above. Additional services, which may be required due to changed conditions or as a result of other DEH and/or City of Oceanside requirements not described herein, are excluded.
4. We have assumed that soil, groundwater and material wastes can be transported to disposal facilities under a standard non-hazardous material manifest.
5. We have assumed that underground piping will be abandoned in place. Removal of underground piping beyond 3 feet of wellhead locations is excluded. Observation/testing of trench backfill for underground piping removal associated with VES system decommissioning are excluded.
6. Additional costs (e.g., standby time for field equipment and personnel) resulting from delays to inclement weather, access restrictions or other factors beyond TGI's control are not included.

§ § § §

Estimate of Fees for Completion of Environmental Services  
Former OPD Fueling Facility - (501) 878861  
TGI Project No. E00.00085  
April 6, 2012

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We appreciate the opportunity to provide you with this fee estimate and look forward to continuing to assisting the City with this project. If you have any questions, please do not hesitate to call me at (760) 721-9990.

Sincerely,

**TAYLOR GROUP, INC.**

A handwritten signature in black ink, appearing to read "Larry Taylor", with a stylized flourish extending to the right.

Larry Taylor, P.E., G.E.  
President & Principal Engineer

**TABLE 1. COST ESTIMATE FOR COMPLETION OF FACILITY CLOSURE**  
 Fueling Facility - Former Oceanside Police Department  
 1617 Mission Avenue, Oceanside, California

Task	TGI Labor	Subcontractor Costs	Other Direct Costs	Contingency	Total Estimated Cost	Notes
Well Destruction	\$17,206	\$29,915	\$8,761	\$5,588	\$61,470	See Workbook 1 spreadsheet.
VES Decommissioning	\$9,771	\$2,250	\$10,303	\$2,232	\$24,556	See Workbook 2 spreadsheet.
<b>Subtotal Closure Costs:</b>	<b>\$26,977</b>	<b>\$32,165</b>	<b>\$19,064</b>	<b>\$7,821</b>	<b>\$86,026</b>	
Unreimbursed Previous Work	\$28,683	\$0	\$70	\$0	\$28,753	TGI Invoice No. 12-3188
<b>Totals:</b>	<b>\$55,660</b>	<b>\$32,165</b>	<b>\$19,134</b>	<b>\$7,821</b>	<b>\$114,779</b>	

**Worksheet 1 - Cost Estimate for Well Destruction  
 Fueling Facility - Former Oceanside Police Department  
 1617 Mission Avenue, Oceanside, California**

*Assumptions: TGI to oversee well destruction by C-57 subcontractor and repaving/restoration of well head areas in parking lots. Well destruction to include perforation of well casings, removal of upper 5' of well riser, pressure grouting, & waste disposal per DEH requirements and proposal.*

Task/Cost Element	Labor Hours					Total Labor (\$)	Units	Qty	Unit Rate (\$)	Total Direct Costs (\$)	TOTAL (\$)
	Principal	Project	Staff	Tech/Draft	Support						
<b>Coordination, Permitting and Workplan</b>											
<b>TGI Labor</b>											
Well Destruction Coordination	12		8			2,824					
Obtain DEH Permit	10				2	1,790					
Closure documentation as required by DEH	8		8		2	2,206					
<b>Subtotal:</b>						<b>6,820</b>				<b>0</b>	<b>6,820</b>
<b>Drilling, Casing Removal, Pressure Grouting</b>											
<b>TGI Labor</b>											
Field Oversight	12		40		10	6,214					
Well Destruction Report Preparation	8		12		4	2,656					
<b>Other Direct Costs</b>											
DEH Permit							ea	1	1,786	1,786	
Vehicle							days	5	45	225	
Drilling Contractor (C57) labor and equipment							quote	1	22,500	22,500	
FID/PID Rental							days	5	55	275	
Waste Bin Rental							week	2	450	900	
Lab analysis - waste profile							ea	8	330	2,640	
Misc Decontamination Equipment							ea	1	250	250	
Drums							ea	10	55	550	
Wastewater Transport & Disposal							drum	25	90	2,250	
Soil Waste Transport & Disposal							bin	1	1,500	1,500	
Replace turf/sod							sf	100	3	300	
Saw cutting							lf	180	4	720	
Grind and overlay							sf	125	15	1,875	
Remove AC Pavement							cy	5	250	1,250	
Replace AC Pavement							cy	5	325	1,625	
<b>Subtotal:</b>						<b>8,870</b>				<b>38,646</b>	<b>47,516</b>
<b>Project Management and Meetings</b>											
<b>TGI Labor</b>											
	8				4	1,516					
<b>Other Direct Costs</b>											
Travel							mi	50	0.60	30	
<b>Subtotal:</b>						<b>1,516</b>				<b>30</b>	<b>1,546</b>
<b>TOTAL:</b>	58	0	68	0	22	\$17,206				\$38,676	<b>55,882</b>
<b>CONTINGENCY (10%)</b>						\$1,721				\$3,868	<b>5,588</b>
<b>TOTAL ESTIMATED FEE:</b>										<b>\$61,470</b>	

**Worksheet 2 - Cost Estimate for Decommissioning of the Remediation System  
 Fueling Facility - Former Oceanside Police Department  
 1617 Mission Avenue, Oceanside, California**

Assumptions: TGI responsible for all elements per proposal.

Task/Cost Element	Labor Hours					Total Labor (\$)	Units	Qty	Unit Rate (\$)	Total Direct Costs (\$)	TOTAL (\$)
	Principal	Project	Staff	Tech/Draft	Support						
<b>Coordination and Consultation to City PM</b>											
<b>TGI Labor</b>											
Coordination & Consultation	2		1			439					
<b>Subtotal:</b>						<b>439</b>				<b>0</b>	<b>439</b>
<b>TGI Tasks Related to Decommissioning Activities</b>											
<b>TGI Labor</b>											
Remove all equipment and materials	1			12		892					
Disposal of Carbon	1	6				922					
<b>Other Direct Costs</b>											
Carbon Transport and Disposal							lbs	9000	0.25	2,250	
<b>Subtotal:</b>						<b>1,814</b>				<b>2,250</b>	<b>4,064</b>
<b>TGI Tasks Related to Removal of Subsurface Lines, Backfill, Patch Pavement</b>											
<b>TGI Labor</b>											
Field Oversight	4			40	8	3,368					
<b>Other Direct Costs</b>											
Electrician							est	1	500.00	500	
Remove Concrete Pad							cy	8	400.00	3,200	
Repave with AC							cy	8	325.00	2,600	
Remove VES Equipment & AG Piping							est	1	#####	2,500	
Remove fencing							lf	65	5.00	325	
Remove Shed							est	1	400.00	400	
Waste bin (rolloff)							wk	1	500.00	500	
Vehicle							days	2	45	90	
FID/PID Rental							wk	0	325	0	
<b>Subtotal:</b>						<b>3,368</b>				<b>10,115</b>	<b>13,483</b>
<b>Project Management and Meetings</b>											
<b>TGI Labor</b>											
	20		6		4	4,150					
<b>Other Direct Costs</b>											
Travel							mi	250	0.75	188	
<b>Subtotal:</b>						<b>4,150</b>				<b>188</b>	<b>4,338</b>
<b>TOTAL:</b>						<b>\$9,771</b>				<b>\$12,553</b>	<b>22,324</b>
<b>CONTINGENCY (10%)</b>						<b>\$977</b>				<b>\$1,255</b>	<b>2,232</b>
<b>TOTAL ESTIMATED FEE:</b>										<b>\$24,556</b>	



CITY OF OCEANSIDE

PROFESSIONAL SERVICES AGREEMENT

**PROJECT: Oceanside Police Dept Fuel Facility Environmental Remediation**

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2001, by and between the CITY OF OCEANSIDE, a municipal corporation, hereinafter designated as "CITY", and Taylor-Hunter Associates, Inc., hereinafter designated as "CONSULTANT."

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

1. **SCOPE OF WORK.** The project is more particularly described as follows: Environmental remediation of the Oceanside Police Department fueling facility, 1617 Mission Avenue, DEH Case #H03330-002, as described in the work plan dated December 8, 2000, and final county closure of the site.
2. **INDEPENDENT CONSULTANT.** CONSULTANT's relationship to the CITY shall be that of an independent CONSULTANT. 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 CONSULTANT 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 subCONSULTANTS 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.

Oceanside Police Dept Fuel Facility Environmental Remediation

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 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 CONSULTANTs 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

## Oceanside Police Dept Fuel Facility Environmental Remediation

agreement shall be insurance organizations admitted by the Insurance Commissioner of the State of California to transact business of insurance in the state or be rated as A-X or higher by A.M. Best.

4.6 CONSULTANT shall provide 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.

5. **PROFESSIONAL ERRORS AND OMISSIONS INSURANCE.** Throughout the duration of this Agreement and four (4) year 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).

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

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

7. **COMPENSATION.** CONSULTANT's compensation for all work performed in accordance with this Agreement, shall not exceed the total contract price of \$290,000 for the first year for installation of the remediation system and \$45,000 per year thereafter.

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 which results in incidental expenses to CITY.

8. **TIMING REQUIREMENTS.** Time is of the essence in the performance of work under this Agreement and the timing requirements shall be strictly adhered to unless otherwise modified in writing. The installation of the system shall be completed in every

## Oceanside Police Dept Fuel Facility Environmental Remediation

detail to the satisfaction of the Engineer within 120 days. On-going monitoring shall continue as necessary and required by the county until the remediation is complete.

9. **ENTIRE AGREEMENT.** This Agreement comprises the entire integrated understanding between CITY and CONSULTANT concerning the work to be performed for this project and supersedes all prior negotiations, representations, or agreements.

This agreement is valid for a period of one (1) year and may be extended on a year to year basis not to exceed a total of 5 years.

10. **INTERPRETATION OF THE AGREEMENT.** The interpretation, validity, and enforcement of the Agreement shall be governed by and construed under the laws of the State of California. The Agreement does not limit any other rights or remedies available to CITY.

The CONSULTANT shall be responsible for complying with all Local, State, and Federal laws whether or not said laws are expressly stated or referred to herein.

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

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

Oceanside Police Dept Fuel Facility Environmental Remediation

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 \_\_\_ day of \_\_\_\_\_, 2001.

TAYLOR HUNTER ASSOCIATES, INC.  
CONSULTANT

CITY OF OCEANSIDE  
CITY

BY: Larry R. Taylor, President  
NAME/TITLE

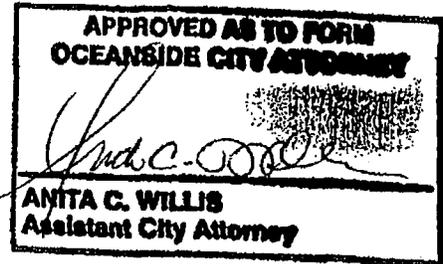
BY: \_\_\_\_\_  
NAME/TITLE

BY:   
NAME/TITLE

818 Civic Center Drive  
ADDRESS

Oceanside, CA 92054

33-0842004  
EMPLOYER I.D. NO.



**CITY OF OCEANSIDE**

**AMENDMENT NO. 1 TO**  
**PROFESSIONAL SERVICES AGREEMENT**

**PROJECT: Oceanside Police Department Fuel Facility Environmental Remediation  
(501) 878861**

THIS AMENDMENT NO. 1 TO PROFESSIONAL SERVICES AGREEMENT (hereinafter "Amendment") is made and entered into this 18 day of February 2003, by and between the CITY OF OCEANSIDE, a municipal corporation, hereinafter designated as "CITY", and TAYLOR-HUNTER ASSOCIATES, INC., hereinafter designated as "CONSULTANT."

**RECITALS**

WHEREAS, CITY and CONSULTANT entered into a professional services agreement dated February 14, 2001, whereby CONSULTANT was to provide for the design and installation equipment necessary for the environmental remediation of the Oceanside Police Department fueling facility located at 1617 Mission Avenue.

WHEREAS, it is now necessary to account for the ongoing operations and maintenance expenses associated with the remediation and to account for the presence of chlorinated solvents in the recovery stream has necessitated use of the carbon adsorption method of extraction which is initially more costly than catalytic oxidation method originally envisioned.

WHEREAS, CONSULTANT has provided the CITY with an expanded scope of services to carry out the ongoing operations and maintenance of the carbon adsorption remediation method.

**AMENDMENT**

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

- A. **SECTION 1, SCOPE OF WORK, IS HEREBY AMENDED TO INCLUDE THE FOLLOWING ADDITIONAL WORK DESCRIBED HEREIN:**

Provide ongoing testing and quarterly reports, and operations and maintenance to the vapor extraction operations associated with the environmental remediation of the Oceanside Police Department fueling facility located at 1617 Mission Avenue during the fiscal year 2002-03 and 2003-04.

Oceanside Police Department Fuel Facility Environmental Remediation  
(501) 878861

- B. SECTION 13, **COMPENSATION**, IS HEREBY AMENDED BY ADDING AN AMOUNT NOT TO EXCEED \$500,000 FOR THE ADDITIONAL WORK AS SET FORTH ABOVE, INCREASING THE TOTAL COMPENSATION TO AN AMOUNT NO TO EXCEED \$790,000.
- C. SECTION 6, **CONSULTANT'S INDEMNIFICATION OF CITY**, THE FIRST SENTENCE OF THE SECTION IS HEREBY DELETED AND REPLACED WITH THE FOLLOWING:

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 conduct, negligent acts, errors, omissions or other 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.

- D. ALL OTHER TERMS, CONDITIONS, CONVENANTS AND PROVISIONS OF THIS AGREEMENT SHALL REMAIN IN FULL FORCE AND EFFECT. IN THE EVENT OF ANY CONFLICT BTWEEN THE TERMS OF THE ORIGINAL AGREEMENT AND THIS AMENDMENT, THE TERMS OF THIS AMENDMENT SHALL CONTROL.

Oceanside Police Department Fuel Facility Environmental Remediation  
(501) 878861

**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 CITY.

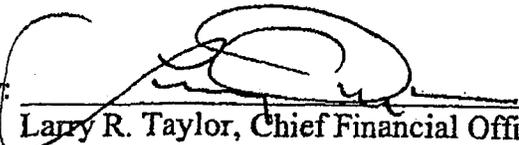
IN WITNESS WHEREOF the parties hereto being duly authorized on behalf of their respective entities to execute this Amendment, do hereby agree to the covenants contained in the Agreement, including this Amendment and have caused this Amendment to be executed by setting hereunto their signatures this 13th day of February 2003.

TAYLOR-HUNTER ASSOCIATES, INC.

CITY OF OCEANSIDE

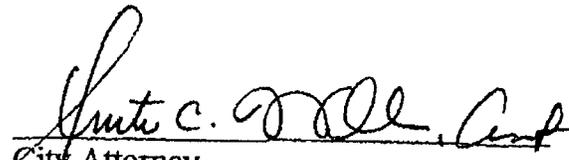
By:   
Larry R. Taylor, President

By: \_\_\_\_\_  
Steven R. Jepsen, City Manager

By:   
Larry R. Taylor, Chief Financial Officer

APPROVED AS TO FORM:

33-0842004  
Employer ID No.

  
City Attorney

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

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

State of California

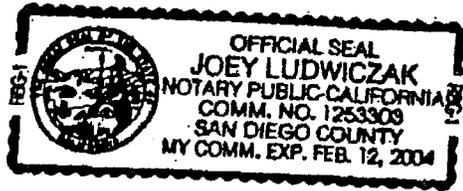
County of SAN DIEGO } SS.

On FEB 18, 2003, before me, JOEY LUDWICZAK  
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared LARRY TAYLOR  
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.

Place Notary Seal Above

[Signature]  
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: AMENDMENT

Document Date: FEB 18, 2003 Number of Pages: 1

Signer(s) Other Than Named Above: NONE

**Capacity(ies) Claimed by Signer**

Signer's Name: LARRY TAYLOR

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



Signer Is Representing: TAYLOR-HUNTER ASSOCIATES, INC.

CITY OF OCEANSIDE

AMENDMENT NO. 2 TO  
PROFESSIONAL SERVICES AGREEMENT

PROJECT: Oceanside Police Department Fuel Facility Environmental Remediation  
(501) 878861

THIS AMENDMENT NO. 2 TO PROFESSIONAL SERVICES AGREEMENT ( herein after "Amendment") is made and entered into this 3<sup>rd</sup> day of May 2006, by and between the CITY OF OCEANSIDE, a municipal corporation, hereinafter designated as "CITY", and TAYLOR GROUP, INC., hereinafter designated as "CONSULTANT".

RECITALS

WHEREAS CITY and CONSULTANT entered into a professional services agreement dated February 14, 2001, whereby CONSULTANT was to provide for the design and installation of equipment necessary for the environmental remediation of the Oceanside Police Department fueling facility located at 1617 Mission Avenue.

WHEREAS, it is now necessary to: (1) drill and install two additional monitoring wells and two additional vapor recovery wells, (2) test and provide quarterly reports, (3) operate and maintain the system to account further for the ongoing operations and maintenance expenses associated with the remediation and to account for the presence of chlorinated solvents in the recovery stream.

WHEREAS, CONSULTANT has provided the CITY with an expanded scope of services to carry out the ongoing operations and maintenance of the carbon adsorption remediation method.

AMENDMENT

NOW, THEREFORE, IN CONSIDERATION OF THE COVENANTS AND CONDITIONS CONTAINED HEREIN, THE PARTIES HERETO AGREE TO AMEND THE PROFESSIONAL SERVICES AGREEMENT AS FOLLOWS:

- A. SECTION 1, SCOPE OF WORK, IS HEREBY AMENDED TO INCLUDE THE FOLLOWING ADDITIONAL WORK DESCRIBED HEREIN:

CONSULTANT shall provide and maintain the following:

- (1) drill for and install two additional monitoring wells and two additional vapor recovery wells, (2) test and provide quarterly reports, (3) operate and maintain the system to account further for the ongoing operations and maintenance expenses associated with the remediation and to account for the presence of chlorinated

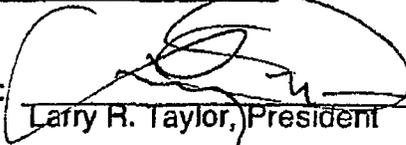
solvents in the recovery stream at the Oceanside Police Department fueling facility located at 1617 Mission Avenue during the fiscal year 2005-06 and 2006-07.

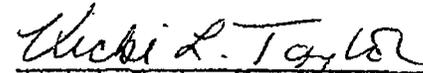
- B. SECTION 13, COMPENSATION, IS HEREBY AMENDED BY ADDING AN AMOUNT NOT TO EXCEED \$340,000 FOR THE ADDITIONAL WORK AS SET FORTH ABOVE, INCREASING THE TOTAL COMPENSATION TO AN AMOUNT NOT TO EXCEED \$ 1,130,000.
- C. ALL OTHER TERMS, CONDITIONS, COVENANTS AND PROVISIONS OF THE AGREEMENT AS WELL AS THE TERMS, CONDITIONS, COVENANTS AND PROVISIONS OF AMENDMENT NO. 1 TO THE AGREEMENT SHALL REMAIN IN FULL FORCE AND EFFECT. IN THE EVENT OF A CONFLICT BETWEEN THE TERMS OF THE ORIGINAL AGREEMENT AND THIS AMENDMENT, THE TERMS OF THIS AMENDMENT SHALL CONTROL.

**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 herein agree to the performance of this Amendment.

TAYLOR GROUP, INC

By:   
Larry R. Taylor, President

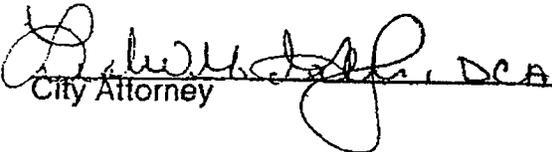
By:   
Vicki L. Taylor, Corporate Secretary

33-0842004  
Employer ID No. \_\_\_\_\_

CITY OF OCEANSIDE

By:   
Steven R. Jepsen, City Manager

APPROVED AS TO FORM:

  
City Attorney

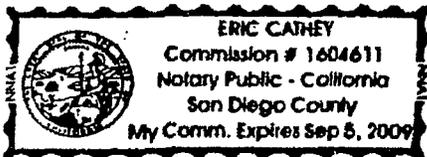
**NOTARY ACKNOWLEDGMENTS OF CONSULTANT MUST BE ATTACHED.**

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

State of California }  
County of San Diego } ss.

On April 3<sup>rd</sup>, 2006 before me, Eric Cathey  
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")  
personally appeared Larry R Taylor and Vicki L. Taylor  
Names(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.

*[Handwritten Signature]*  
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: Amendment No. 2 to Professional Service Agreement

Document Date: April 3, 2006 Number of Pages: 2

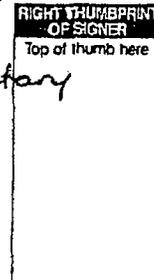
Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer**

Signer's Name: Larry R. Taylor and Vicki L. Taylor

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

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



**CITY OF OCEANSIDE**

**AMENDMENT 3 TO:  
PROFESSIONAL SERVICES AGREEMENT**

**PROJECT: Oceanside Police Department Fuel Facility Environmental Remediation  
- (501) 878861**

THIS AMENDMENT NO. 3 TO PROFESSIONAL SERVICES AGREEMENT (hereinafter "Amendment") is made and entered into this \_\_\_\_ day of, 2008, by and between the CITY OF OCEANSIDE, a municipal corporation, hereinafter designated as "CITY", and TAYLOR GROUP, INC., hereinafter designated as "CONSULTANT".

**RECITALS**

**WHEREAS CITY and CONSULTANT** entered into a professional services agreement dated February 14, 2001, ("Agreement") whereby **CONSULTANT** was to provide for the design and installation of equipment necessary for the environmental remediation of the Oceanside Police Department fueling facility located at 1617 Mission Avenue.

**WHEREAS**, said Agreement was modified by Amendment No.1, dated March 19, 2003, to increase the scope of work and compensation as set forth in said Amendment No.1.

**WHEREAS**, the agreement was further modified by Amendment No. 2, dated May 3, 2006, to increase **CONSULTANT'S** compensation and scope of work to: (1) drill and install two additional monitoring wells and two additional vapor recovery wells, (2) test and provide quarterly reports, (3) operate and maintain the system to account further for the ongoing operations and maintenance expenses associated with the remediation and to account for the presence of chlorinated solvents in the recovery stream.

**WHEREAS**, it is now necessary to further expand the scope of **CONSULTANT'S** services to carry out the ongoing operations and maintenance of the carbon adsorption remediation method.

**AMENDMENT**

**NOW, THEREFORE**, in consideration of the covenants and conditions contained herein, the parties herein, the parties hereto agree to amend the professional services agreement as follows:

**A. SECTION 1, SCOPE OF WORK**, is hereby amended to include the following additional work described herein:

**CONSULTANT** shall provide and maintain the following:

1. Quarterly monitoring & sampling through 2008
2. Provide reports in progress
3. Provide closure reports
4. Provide well abandonment
5. Remediation System Decommissioning

**CITY OF OCEANSIDE**

**AMENDMENT 3 TO:  
PROFESSIONAL SERVICES AGREEMENT**

- B. SECTION 13, COMPENSATION**, is hereby amended by adding an amount not to exceed \$234,000 for the additional work as set forth above, increasing the total compensation to an amount not to exceed \$1,364,000.
- C.** All other terms, conditions, covenants and provisions of the Agreement as well as the terms, conditions, covenants and provisions of Amendments No. 1 and 2 to the Agreement shall remain in full force and effect. In the event of a conflict between the terms of the original agreement and this amendment, the terms of the amendment shall control.

**SIGNATURES.**

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

**TAYLOR GROUP, INC.**

BY:   
NAME: Larry R. Taylor  
TITLE: President

**CITY OF OCEANSIDE**  
**CITY**

BY: \_\_\_\_\_  
PETER A. WEISS  
TITLE: CITY MANAGER

APPROVED AS TO FORM:

  
Assistant City Attorney  
CITY ATTORNEY

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

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

State of California

County of SAN DIEGO

On 6/9/08  
Date

before me,

KATHLEEN A. LOVE  
Here Insert Name and Title of the Officer

personally appeared

LARRY R. TAYLOR  
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.

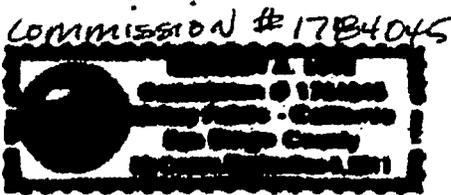
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

*[Handwritten Signature]*  
Signature of Notary Public

Place Notary Seal Above



**OPTIONAL**

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

**Description of Attached Document**

Title or Type of Document: Amendment 3 to: Professional services Agreement

Document Date: 6/9/08 Number of Pages: 2

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: \_\_\_\_\_

