ITEM NO. 9

STAFF REPORT

CITY OF OCEANSIDE

DATE: March 13, 2013

TO: Honorable Mayor and City Councilmembers

FROM: Development Services Department

SUBJECT: **APPROVAL OF A BUDGET TRANSFER, CONSTRUCTION CHANGE ORDERS 5 AND 6, AND AMENDMENT 3 TO THE PROFESSIONAL SERVICES AGREEMENT FOR THE MISSION AVENUE WIDENING AT VALLEY HEIGHTS DRIVE PROJECT**

SYNOPSIS

Staff recommends that the City Council approve a budget transfer in the amount of $226,000 from the Major Thoroughfare Program, Fund 561, to the Mission Avenue Widening at Valley Heights Drive project for design modifications and associated construction costs; approve Construction Change Orders 5 and 6 to Hazard Construction in the amount of $36,030; authorize the City Engineer to execute the change orders; approve Amendment 3 to the professional services agreement (PSA) with O'Day Consultants in the amount of $12,645; and authorize the City Manager to execute the amendment.

BACKGROUND

On August 18, 2010, City Council approved a PSA with O'Day Consulting, in the amount of $40,768, for engineering design and construction support.

On April 21, 2011, Amendment 1 was administratively-executed with O'Day Consultants in the amount of $9,171 to incorporate traffic-related design work to the original scope of work.

On February 1, 2012, the City Council awarded a contract in the amount of $494,263 to Hazard Construction of San Diego and approved a budget appropriation of $150,000 from the General Capital Projects, Fund 501, for the Mission Avenue Widening at Valley Heights Drive Project.

On May 16, 2012, City Council approved Amendment 2 with O'Day Consulting, in the amount of $29,013, to provide geotechnical observation and testing services for the project, and for additional design work.

On July 16, 2012, a Notice to Proceed was issued to Hazard Construction, and construction began on July 20, 2012.

Administratively-approved Contract Change Orders 1, 2, and 3 compensated the contractor to modify the retaining wall footings and construct a second retaining wall for future landscaping, to install an additional water service lateral under the new roadway for future landscaping, and to relocate the domestic water service away from obstructions found at the existing service location. Administratively-approved Contract Change Order 4 provided a credit to the City for the reduced work to install a decorative iron fence in lieu of the designed concrete masonry block wall. Change Orders 1 through 4 increased the contract to Hazard Construction by $41,823.

The traffic switch for improvements to the north side (westbound lanes) of Mission Avenue occurred in January 2012, and construction is scheduled for completion in March 2012.

ANALYSIS

The Mission Avenue Widening at Valley Heights Drive project will eliminate the narrow, two-lane portion of Mission Avenue between Old Grove Road and Valley Heights Drive. Project improvements include a retaining wall, curb and gutter, sidewalks, traffic signal interconnect wiring, and approximately 600 linear-feet of roadway pavement.

At the onset of the construction, staff opted to postpone the Notice to Proceed and coordinate all utility relocations directly with the affected utility companies, AT&T and COX cable. This coordination by staff minimized disruption to the public. As a result, constructed-related expenditures did not occur in FY 2011-12. Work began on July 20, 2012, and to date, four change orders have been administratively approved to resolve field conditions.

Proposed Contract Change Orders 5 and 6 will compensate the contractor to increase the retaining wall height and minimize steep slopes adjacent to private properties and to remove portions of the unforeseen concrete roadway under Mission Avenue that conflict with the planned work. A summation of all change orders is provided in Attachment 1. For design modifications and testing associated with these change orders, staff is proposing Amendment 3, in the amount of $12,644.20, to O'Day Consultants for additional services.

Staff anticipates that the conflicts discovered on the south side of Mission Avenue (phase 1 of project) will extend into the north side of Mission Avenue (phase 2 of project). Given that all the water service tie-ins to the existing mains will occur in phase 2, the potential for continued impacts on the project is limited to an estimate at this time. As a result, staff is requesting a budget contingency, in the amount of $50,000, for potential construction cost increases. Included in the contingency is the estimated cost for the landscaping and irrigation work that will be performed under a separate contract procured through the competitive bidding process.

FISCAL IMPACT

The FY 2012-13 Capital Improvement Program (CIP) budget for the Mission Avenue Widening project has an approximate balance of $244,410 (901561400501). A budget appropriation for the transfer of $226,000 from the Major Thoroughfare Program, Fund 1561.6900.0501 to the Mission Avenue Widening at Valley Heights Drive project 901561400501.6800.0561 is requested to complete the project to the intended design. An increase of appropriation for $226,000 to expense account 901561400501.5703.10600 is requested.

Increased construction costs are as follows:

Direct Construction Costs	
Change Orders 5 and 6	$ 36,030.00
Amendment 3	$ 12,645.00
Project management, overhead, and inspection	$ 85,000.00
Contingency	$ 50,000.00
Total Project Cost	$ 183,675.00

With the current balance plus transfer, there will be sufficient funds to complete the project.

INSURANCE REQUIREMENTS

The City's standard insurance requirements have been 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 budget transfer in the amount of $226,000 from the Major Thoroughfare Program, Fund 561, to the Mission Avenue Widening at Valley Heights Drive project for design modifications and associated construction costs; approve Construction Change Orders 5 and 6 to Hazard Construction in the amount of $36,030; authorize the City Engineer to execute the change orders; approve Amendment 3 to the professional services agreement (PSA) with O'Day Consultants in the amount of $12,645; and authorize the City Manager to execute the amendment.

PREPARED BY:

Paul J. Pham
Assistant Engineer

SUBMITTED BY:

Peter 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

Attachments:

1. Change Order Log and Change Orders 5 and 6
2. PSA Amendment 3 O'Day Consultants

Exhibits:

A. Scope of Work for Amendment 3

Attachment 1

Construction Change Orders

Change Order Number	Description	Amount
1	Construction of a planter box in front of a retaining Wall.	$12,994.43
2	Installation and watermain tie-in of an irrigation service	$12,547.97
3	Abandonment of existing wáter service, new watermain tie-in, and installation of temporary wáter service line.	$19,014.93
4	Construction of a decorative iron fencing on top of a retaining Wall in lieu of a CMU decorative block fence	$2,735.25 (Credit to City)
5	Modifications to increase the height and width of the retaining wall. Additional backfill and drainage application for extra wall area constructed. Sawcut trench into existing concrete roadway for water and irrigation service lines.	$19,606.41
6	Grading and stormdrain system development on church property and other work as directed by the City.	$16,422.88

CITY OF OCEANSIDE
CONTRACT CHANGE ORDER

PROJECT TITLE: **Mission Avenue Widening at Valley Heights Drive**

CHANGE ORDER No. 5

PROJECT No. 901561400501

DATE 2/14/13

PURCHASE ORDER # 1001367

This change order is for: a two-tiered landscape planter box behind the retaining wall. This work includes applications of waterproofing material to the modified retaining wall and interior of the landscape planter box. This work is in accordance with Section 7.21.3 of the contract specifications, AGENCY INITIATED CHANGES, for changes in work as shown in the attached Exhibit "A" and Exhibit "B."

Cost of Change: In accordance with Section 7.21.5 COST OF THE WORK of the General Provisions, this Change Order compensates Hazard Construction Company as follows:

- The lump sum amount of $19,606.41 to construct a two-tiered landscape planter box and additional waterproofing to the modified retaining wall as directed by the Engineer and as recorded in the contractor daily time and material report no(s). 10475 to 10482 and 11438 to 11440.

Cost: Increase $19,606.41 Decrease _____ No Change _____

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

Contract Time Adjustment:
By reason of this order the time of completion will be adjusted as follows 11 days.

In accordance with Section 7.22.2 CLAIMS FOR ADDITIONAL TIME of the General Provisions, this Change Order compensates Hazard Construction Company as follows:

- The Contract Cost Increase by this change order is reasonable compensation for any damage or loss incurred due to this time extension.

Contract Summary:

Recommended by:

Paul Pham, Project Manager
CITY OF OCEANSIDE

Initial Contract Amount	$ 494,263.00	(100.0%)	
Council Approved CCOs (0)	$ 0.00	(0.0%)	
Council Approved Contract Amt.:	$ 494,263.00	(100.0%)	
Change Order No(s). (1-4)	$ 41,822.08	(8.5%)	
This Change Order No. (5)	$ 19,606.41	(4.0%)	
Contract Amount To Date:	$ 555,691.49	(112.5%)	

Accepted:

Printed name:

HAZARD CONSTRUCTION

Approved By:

Scott O. Smith, City Engineer
CITY OF OCEANSIDE

City Engineer Authority (Section 5.1.3)

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

Original to: City Clerk, Contractor

Copies to: Accounts Payable, File

CITY OF OCEANSIDE
CONTRACT CHANGE ORDER

PROJECT TITLE: **Mission Avenue Widening at Valley Heights Drive**

CHANGE ORDER No. 6

PROJECT No. 901561400501

DATE 2/14/13

PURCHASE ORDER # 1001367

This change order is for: Grading to minimize the steepness of the slope behind the retaining wall on the adjacent private property, a stormdrain system to convey water away from the retaining wall, and the sawcutting of utility trench lines into unforeseen concrete located beneath Mission Avenue. This work is in accordance with Section 7.21.3 of the contract specifications, AGENCY INITIATED CHANGES, for changes in work as shown in the attached Exhibit "A."

Cost of Change: In accordance with Section 7.21.5 COST OF THE WORK of the General Provisions, this Change Order compensates Hazard Construction Company as follows:

- The lump sum amount of $16,422.88 to grade the slope on the adjacent property, construct a drainage system, and, sawcut two utility trench lines into existing concrete underneath Mission Avenue as directed by the Engineer and as recorded in the contractor daily time and material report no(s). 10897 and 11425 to11436.

Cost: Increase $16,422.88 Decrease _____ No Change _____

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

Contract Time Adjustment:
By reason of this order the time of completion will be adjusted as follows 11 days.

In accordance with Section 7.22.2 CLAIMS FOR ADDITIONAL TIME of the General Provisions, this Change Order compensates Hazard Construction Company as follows:

- The Contract Cost Increase by this change order is reasonable compensation for any damage or loss incurred due to this time extension.

Contract Summary:

Recommended by:

Paul Pham, Project Manager
CITY OF OCEANSIDE

Initial Contract Amount	$ 494,263.00	(100.0%)	Accepted:
Council Approved CCOs (0)	$ 0.00	(0.0%)	Printed name:
Council Approved Contract Amt.:	$ 494,263.00	(100.0%)	**HAZARD CONSTRUCTION**
Change Order No(s). (1-5)	$ 61,428.49	(12.4%)	
This Change Order No. (6)	$ 16,422.88	(3.3%)	
Contract Amount To Date:	$ 572,114.37	(115.7%)	Approved By:

City Engineer Authority (Section 5.1.3)

Scott O. Smith, City Engineer
CITY OF OCEANSIDE

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

Original to: City Clerk, Contractor

Copies to: Accounts Payable, File

091269-01:C0301-
C0304

ATTACHMENT 2

CITY OF OCEANSIDE
AMENDMENT NO. 3 TO
PROFESSIONAL SERVICES AGREEMENT

PROJECT: MISSION AVENUE WIDENING AT VALLEY HEIGHTS DRIVE - 901561400501

THIS AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT (hereinafter "Amendment"), dated February 27, 2013, for identification purposes, is made and entered into by and between the CITY OF OCEANSIDE, a municipal corporation, hereinafter designated as "CITY", and O'Day Consultants, hereinafter designated as "CONSULTANT."

RECITALS

WHEREAS, City and Consultant are the parties to that certain Professional Services Agreement dated August 18, 2010, Amendment 1 thereto, dated April 21, 2011, and Amendment 2 thereto, dated May 18, 2012, hereinafter referred to as the "Agreement", wherein Consultant agreed to provide certain services to the City as set forth therein;

WHEREAS, the parties desire to amend the Agreement to provide for changes and/or modifications to the scope of work and compensation.

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**, is hereby amended by providing additional design work and inspection services as described in Exhibit 1, attached.

2. **Compensation** is hereby amended by adding an amount not to exceed $12,644.20, for total compensation under the Agreement not to exceed $91,596.20.

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 Engineer within six hundred fifty five (655) days.

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 result in incidental expenses to CITY.

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 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 on the dates set forth below.

O'DAY CONSULTANTS, INC.

By: _____
Patrick N. O'Day, Principal

Date: 2/18/13

By: _____
Name/Title

Date: _____

_____
Employer ID No.

CITY OF OCEANSIDE

By: _____
Peter Weiss, City Manager

Date: _____

APPROVED AS TO FORM:

_____
City Attorney

NOTARY ACKNOWLEDGMENTS OF CONSULTANT MUST BE ATTACHED.

G:\ADMIN\Admin Docs - Specs and Staff Reports\Professional Services Agreements\Amend 3 O'Day Mission Avenue Widening.doc

(Revised 11-2008)

"Exhibit 1"

O'Day CONSULTANTS

Civil Engineering • Surveying

LETTER OF TRANSMITTAL

TO: Paul Pham	FROM: Jennifer Austin
COMPANY: City of Oceanside – Engineering	DATE: 2/6/13
PROJECT: Mission Avenue at Valley Heights Dr.	SENDERS PROJECT#: 091269-02
RE: Authorization for Extra Work	RECIPIENT'S CONTRACT #: 901561400561

☐ URGENT ☐ FOR REVIEW ☐ PLEASE COMMENT ☐ PLEASE REPLY ☐ PLEASE RECYCLE

NOTES/COMMENTS:

Hi Paul,

Attached are three (3) Authorization for Extra Work requests for additional work completed on Mission Avenue. I have also included a deductive request for work that will not be required. The breakdown of the requests are as follows:

Promo No.	Description	Amount
12-0323	Slope on Church Property	$ 6,296.75
12-0283	Retaining Wall Design Mod	$ 6,809.45
13-0003	O&M not required (Amend #2, Scope IV)	($ 1,684.00)
13-0027	Survey Monument Work	$ 1,222.00
	Total	$12,644.20

Please contact Keith Hansen with any questions.

Sincerely,

Jennifer Austin
Contracts Administrator

Enclosures

2710 LOKER AVENUE WEST, SUITE 100, CARLSBAD, CA 92010
(760)931-7700 FAX(760) 931-8680

O'Day
CONSULTANTS
Civil Engineering • Surveying

AUTHORIZATION FOR EXTRA WORK

Client: Mr. Paul Pham
City of Oceanside
300 N. Coast Hwy
Oceanside, CA 92054

Job No.: 091269-02 : C0302
Promo No.: 12-0283
Date: January 4, 2013
Phone: 760-435-5097

Location of Work: Mission Ave at Valley Heights Dr–901561400561-Retaining Wall Design Modification

Description of Work:
Meetings with City of Oceanside staff and meeting with Mission Avenue homeowner onsite to discuss increasing retaining wall height; Prepare revision to grading, improvement and structural plans to increase height and foundation of existing retaining wall; Structural calculations for wall modification; Additional geotechnical observation and special/deputy inspections for wall retrofit.

Title	Rate	Hours	Total
Project Manager	$ 164.00	11	$ 1,804.00
Project Engineer	$ 129.00	3.25	$ 419.25
Geosoils*			$ 3,436.20
Wiseman+Rohy*			$ 1,150.00
			$ 6,809.45

*Includes 15% Subconsultant Admin Markup

Does Not Include: Reimbursable expenses.

Lump Sum Fee: $6,809.45

Time and Materials:

Agreement based upon: Meeting Telephone Call

Acknowledged by: _____ Date: _____

The terms and conditions of the Professional Services Agreement, Document No. 10-D0596-1, project number 901561400561, dated 8/18/10 are incorporated by reference into this agreement.

2710 LOKER AVENUE WEST, SUITE 100, CARLSBAD, CA 92010
(760) 931-7700 FAX (760) 931-8680

Keith Hansen

From: Robert [rcrisman@geosoilsinc.com]
Sent: Tuesday, November 27, 2012 4:41 PM
To: Keith Hansen
Subject: Re: FW: Mission Avenue Widening-work to increase wall height

Keith,

Additional costs related to the Mission Ave. wall retrofit as as follows:

Geotechnical review =	$184.00
Footing excavation observation =	$194.00
Additional backfill observation/testing =	$252.00
TOTAL GEOTECHNICAL =	$630.00

SPECIAL/DEPUTY INSPECTIONS including reinforced concrete, masonry, mortar cylinders, grout cubes, etc. = $2,358.00

TOTAL geotechnical plus special/deputy insp = $2,988.00

On 10/26/2012 7:43 AM, Keith Hansen wrote:

> Robert,
>
> Please see the email below, and provide a cost for this additional work.
>
> Thanks,
> Keith
>
> Keith Hansen
> O'Day Consultants
> 760-931-7700x203
>
> ---
>
> **From:** Paul Pham [mailto:PPham@ci.oceanside.ca.us]
> **Sent:** Thursday, October 25, 2012 4:45 PM
> **To:** Keith Hansen
> **Cc:** aguatelli@geosoilsinc.com; Ron Perdue
> **Subject:** Mission Avenue Widening-work to increase wall height
>
> Keith,
>
> According to Hazard, they will be out there on Monday digging the trench for the additional footing. The subcontractor for the block work (Patterson) will be out there on Tuesday. Not sure if they plan on pouring on Monday but we will need some cylinder tests for the additional footing pour. Please make sure that GeoSoils has the revised plans and coordinate with GeoSoils for the necessary additional inspections and testing required.
>
> Tomorrow is my day off and will return Monday.
>
> ---
>
> Paul J. Pham, P.E.
> City of Oceanside | Engineering Division
> 300 North Coast Highway | Oceanside, CA 92054

Tel: 760-435-5030 | Fax: 760-435-6030

--
Robert Crisman
Engineering Geologist

GeoSoils, Inc.

5741 Palmer Way

Carlsbad, California 92010

T: (760) 438-3155

F: (760) 931-0915 fax

www.geosoilsinc.com

This e-mail and any files transmitted with it may contain privileged and confidential information and are intended solely for the use of the individual or entity to which they are addressed. If you are not the intended recipient or the person responsible for delivering the e-mail to the intended recipient, you are hereby notified that any dissemination or copying of this e-mail or any of its attachment(s) is strictly prohibited. If you have received this e-mail in error, please immediately notify the sending individual or entity by e-mail and permanently delete the original e-mail and attachment(s) from your computer system. Thank you for your cooperation.

WISEMAN + ROHY Structural Engineers

9915 Mira Mesa Bl., Suite 200
San Diego, CA 92131-7002

October 25, 2012
Project No: 11029.0200
Invoice No: 0009575

O'Day Consultants, Inc.
2710 Loker Ave. West
Suite 100
Carlsbad CA 92010-6609

Project: 11029.0200 Mission Ave Retaining Walls - Height Mod

Professional Services: October 1, 2012 through October 31, 2012

Fee

Phase	Fee	Percent Complete	Earned	
Construction Documents	1,000.00	100.00	1,000.00	
Total Fee	1,000.00	Total Earned	1,000.00	
		Previous Fee Billing	0.00	
		Current Fee Billing	1,000.00	
		Total Fee		**1,000.00**

Total this Invoice **$1,000.00**

Billings to date		**Current**	**Prior**	**Total**
	Fee	1,000.00	0.00	1,000.00
	Totals	**1,000.00**	**0.00**	**1,000.00**

Phone No. (858) 536-5166 Fax No. (858) 536-5163

O'Day
CONSULTANTS
Civil Engineering • Surveying

AUTHORIZATION FOR EXTRA WORK

Client: Mr. Paul Pham
City of Oceanside
300 N. Coast Hwy
Oceanside, CA 92054

Job No.: 091269-02 : C0301
Promo No.: 12-0323
Date: January 4, 2013
Phone: 760-435-5097

Location of Work: Mission Ave at Valley Heights Dr–901561400561-Slope on Church Property

Description of Work:
Meet with City of Oceanside staff outside to discuss encroachment of existing slope into City right of way; Field survey As-built grading and improvements on and in front of Church Property; Design studies to provide City with options to remove slope encroachment from right of way.

Title	Rate	Hours	Total
Project Manager	$ 164.00	29.5	$ 4,838.00
Project Engineer	$ 129.00	2	$ 258.00
2-Man Survey Crew	$ 195.00	6	$ 1,170.00
Party Chief	$ 123.00	0.25	$ 30.75
			$ 6,296.75

Does Not Include: Reimbursable expenses.

Lump Sum Fee: $6,296.75

Time and Materials:

Agreement based upon: Meeting Telephone Call

Acknowledged by: _____ Date: _____

The terms and conditions of the Professional Services Agreement, Document No. 10-D0596-1, project number 901561400561, dated 8/18/10 are incorporated by reference into this agreement.

2710 LOKER AVENUE WEST, SUITE 100, CARLSBAD, CA 92010
(760) 931-7700 FAX (760) 931-8680

O'Day
CONSULTANTS
Civil Engineering • Surveying

AUTHORIZATION FOR EXTRA WORK

Client:	Mr. Paul Pham	Job No.:	091269-02 : C0302
	City of Oceanside	Promo No.:	13-0003
	300 N. Coast Hwy	Date:	January 4, 2013
	Oceanside, CA 92054	Phone:	760-435-5097

Location of Work: Mission Ave at Valley Heights Dr–901561400561-O&M Plan not Required

Description of Work:

O&M Plan Not Required (Amendment No. 2, Scope IV).

Does Not Include:

Lump Sum Fee: ($1,684.00)

Time and Materials:

Agreement based upon: Meeting Telephone Call

Acknowledged by: _____ Date: _____

The terms and conditions of the Professional Services Agreement, Document No. 10-D0596-1, project number 901561400561, dated 8/18/10 are incorporated by reference into this agreement.

2710 LOKER AVENUE WEST, SUITE 100, CARLSBAD, CA 92010
(760) 931-7700 FAX (760) 931-8680

O'Day CONSULTANTS
Civil Engineering • Surveying

AUTHORIZATION FOR EXTRA WORK

Client: Mr. Paul Pham
City of Oceanside
300 N. Coast Hwy
Oceanside, CA 92054

Job No.: 091269-02 : C0304
Promo No.: 13-0027
Date: February 6, 2013
Phone: 760-435-5097

Location of Work: Mission Ave at Valley Heights Dr–901561400561

Description of Work:
Reset 2" iron pipe at the northeast corner of the Beltran property and file a corner record with the County of San Diego.

Does Not Include:

Lump Sum Fee: $1,222.00 due and payable upon percentage of work completed.

Time and Materials:

Agreement based upon: Meeting Telephone Call

Acknowledged by: _____ Date: _____

The terms and conditions of the Professional Services Agreement, Document No. 10-D0596-1, project number 901561400561, dated 8/18/10 are incorporated by reference into this agreement.

2710 LOKER AVENUE WEST, SUITE 100, CARLSBAD, CA 92010
(760) 931-7700 FAX (760) 931-8680

O'Day

CONSULTANTS

Civil Engineering • Surveying

CORPORATE RESOLUTION

I, Patrick N. O'Day, the duly appointed President is also acting as Secretary of O'Day Consultants, Inc., certifies that:

Patrick N. O'Day may sign as President and Secretary of O'Day Consultants, Inc., having being so appointed by a resolution of the Board of Directors.

RESOLVED, that Patrick N. O'Day has full authority to sign any and all documents on behalf of O'Day Consultants, Inc.

Patrick N. O'Day, Secretary
Sole Shareholder and Sole Director

2/18/13
Date

O'Day Consultants Inc.
2710 Loker Avenue West, Suite 100
Carlsbad, California 92008-6603

E-mail: oday@odayconsultants.com
Website: www.odayconsultants.com
Tel: 760.931.7700 Fax: 760.931.8680

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California
County of SAN DIEGO

On Feb 18, 2013 (Date) before me, Lupe Ortega, Notary Public (Here Insert Name and Title of the Officer),
personally appeared PATRICK N. O'DAY (Name(s) of Signer(s))

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

LUPE ORTEGA
Commission # 1846373
Notary Public - California
San Diego County
My Comm. Expires May 8, 2013

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 Lupe Ortega (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 #3 Professional Services Agreement

Document Date: 02/18/13 Number of Pages: ____

Signer(s) Other Than Named Above: —

Capacity(ies) Claimed by Signer(s)

Signer's Name: PATRICK N. O'DAY
☐ Individual
☑ Corporate Officer — Title(s): ____
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: ____
Signer Is Representing: ____

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

Signer's Name: ____
☐ Individual
☐ Corporate Officer — Title(s): ____
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: ____
Signer Is Representing: ____

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

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ODAYCON-01 ROSEM

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 1/17/2013

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

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

PRODUCER License # 0E67768
IOA Insurance Services - SD
4350 La Jolla Village Drive, Suite 900
San Diego, CA 92122

CONTACT NAME: Ali Smith
PHONE (A/C, No, Ext): (619) 574-6220 FAX (A/C, No): (619) 574-6288
E-MAIL ADDRESS: ali.smith@ioausa.com

INSURER(S) AFFORDING COVERAGE — NAIC #
INSURER A : RLI Insurance Company — 13056
INSURER B : Atlantic Specialty Insurance Company — 27154
INSURER C :
INSURER D :
INSURER E :
INSURER F :

INSURED

O'Day Consultants, Inc.
2710 Loker Avenue West, #100
Carlsbad, CA 92010-6609

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
	GENERAL LIABILITY								
A	X COMMERCIAL GENERAL LIABILITY	X		PSB0003052	6/24/2012	6/24/2013	EACH OCCURRENCE	$	1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$	1,000,000
	X Contractual Liab.						MED EXP (Any one person)	$	10,000
	X Sev. of Interest						PERSONAL & ADV INJURY	$	1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$	2,000,000
	POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$	2,000,000
								$	
	AUTOMOBILE LIABILITY								
A	X ANY AUTO			PSA0001026	7/1/2012	7/1/2013	COMBINED SINGLE LIMIT (Ea accident)	$	1,000,000
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per person)	$	
	HIRED AUTOS / NON-OWNED AUTOS						BODILY INJURY (Per accident)	$	
							PROPERTY DAMAGE (PER ACCIDENT)	$	
								$	
	X UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$	5,000,000
A	EXCESS LIAB CLAIMS-MADE			PSE0001046	6/24/2012	6/24/2013	AGGREGATE	$	5,000,000
	DED X RETENTION $ 10,000							$	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						X WC STATU-TORY LIMITS / OTH-ER		
A	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y / N N / A		PSW0001210	9/1/2012	9/1/2013	E.L. EACH ACCIDENT	$	1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$	1,000,000
							E.L. DISEASE - POLICY LIMIT	$	1,000,000
B	Prof Liab/Clms Made			DPL212413	1/20/2013	1/20/2014	Per Claim		2,000,000
B	Ded.: $50k Per Claim			DPL212413	1/20/2013	1/20/2014	Aggregate		2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Re: City of Oceanside Redevelopment project for Mission Avenue
City of Oceanside is Additional Insured with respect to General Liability per the attached endorsement as required by written contract. Insurance is Primary and Non-Contributory.

30 Days Notice of Cancellation with 10 Days Notice for Non-Payment of Premium in accordance with the policy provisions.

CERTIFICATE HOLDER

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

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
T. Kelly Howell

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

RLIPack® FOR DESIGN PROFESSIONALS BLANKET ADDITIONAL INSURED ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM - SECTION II – LIABILITY

1. **C. WHO IS AN INSURED** is amended to include as an additional insured any person or organization that you agree in a contract or agreement requiring insurance to include as an additional insured on this policy, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused in whole or in part by you or those acting on your behalf:
   - **a.** In the performance of your ongoing operations;
   - **b.** In connection with premises owned by or rented to you; or
   - **c.** In connection with "your work" and included within the "product-completed operations hazard".
2. The insurance provided to the additional insured by this endorsement is limited as follows:
   - **a.** This insurance does not apply on any basis to any person or organization for which coverage as an additional insured specifically is added by another endorsement to this policy.
   - **b.** This insurance does not apply to the rendering of or failure to render any "professional services".
   - **c.** This endorsement does not increase any of the limits of insurance stated in **D. Liability And Medical Expenses Limits of Insurance**.
3. The following is added to **SECTION III H.2. Other Insurance – COMMON POLICY CONDITIONS (BUT APPLICABLE ONLY TO SECTION II – LIABILITY)**

   However, if you specifically agree in a contract or agreement that the insurance provided to an additional insured under this policy must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such additional insured which covers such additional insured as a named insured, and we will not share with that other insurance, provided that:
   - **a.** The "bodily injury" or "property damage" for which coverage is sought occurs after you have entered into that contract or agreement; or
   - **b.** The "personal and advertising injury" for which coverage is sought arises out of an offense committed after you have entered into that contract or agreement.
4. The following is added to **SECTION III K. 2. Transfer of Rights of Recovery Against Others to Us – COMMON POLICY CONDITIONS (BUT APPLICABLE TO ONLY TO SECTION II – LIABILITY)**

   We waive any rights of recovery we may have against any person or organization because of payments we make for "bodily injury", "property damage" or "personal and advertising injury" arising out of "your work" performed by you, or on your behalf, under a contract or agreement with that person or organization. We waive these rights only where you have agreed to do so as part of a contract or agreement with such person or organization entered into by you before the "bodily injury" or "property damage" occurs, or the "personal and advertising injury" offense is committed.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

EXHIBIT A

O'Day CONSULTANTS

Civil Engineering • Surveying

LETTER OF TRANSMITTAL

TO: Paul Pham	FROM: Jennifer Austin
COMPANY: City of Oceanside – Engineering	DATE: 1/4/13
PROJECT: Mission Avenue at Valley Heights Dr.	SENDERS PROJECT#: 091269-02
RE: Authorization for Extra Work	RECIPIENT'S CONTRACT #: 901561400561

☐ URGENT ☐ FOR REVIEW ☐ PLEASE COMMENT ☐ PLEASE REPLY ☐ PLEASE RECYCLE

NOTES/COMMENTS:

Hi Paul,

Attached are two (2) Authorization for Extra Work requests for additional work completed on Mission Avenue. I have also included a deductive request for work that will not be required. The breakdown of the requests are as follows:

Promo No.	Description	Amount
12-0323	Slope on Church Property	$ 6,296.75
12-0283	Retaining Wall Design Mod	$ 6,809.45
13-0003	O&M not required (Amend #2, Scope IV)	($ 1,684.00)
	Total	$11,422.20

Please contact Keith Hansen with any questions.

Sincerely,

Jennifer Austin

Jennifer Austin
Contracts Administrator

Enclosures

2710 LOKER AVENUE WEST, SUITE 100, CARLSBAD, CA 92010
(760)931-7700 FAX(760) 931-8680

O'Day
CONSULTANTS
Civil Engineering • Surveying

AUTHORIZATION FOR EXTRA WORK

Client: Mr. Paul Pham
City of Oceanside
300 N. Coast Hwy
Oceanside, CA 92054

Job No.: 091269-02
Promo No.: 12-0283
Date: January 4, 2013
Phone: 760-435-5097

Location of Work: Mission Ave at Valley Heights Dr–901561400561-Retaining Wall Design Modification

Description of Work:

Meetings with City of Oceanside staff and meeting with Mission Avenue homeowner onsite to discuss increasing retaining wall height; Prepare revision to grading, improvement and structural plans to increase height and foundation of existing retaining wall; Structural calculations for wall modification; Additional geotechnical observation and special/deputy inspections for wall retrofit.

Title	Rate	Hours	Total
Project Manager	$ 164.00	11	$ 1,804.00
Project Engineer	$ 129.00	3.25	$ 419.25
Geosoils*			$ 3,436.20
Wiseman+Rohy*			$ 1,150.00
			$ 6,809.45

*Includes 15% Subconsultant Admin Markup

Does Not Include: Reimbursable expenses.

Lump Sum Fee: $6,809.45

Time and Materials: _____

Agreement based upon: Meeting Telephone Call

Acknowledged by: _____ Date: _____

The terms and conditions of the Professional Services Agreement, Document No. 10-D0596-1, project number 901561400561, dated 8/18/10 are incorporated by reference into this agreement.

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(760) 931-7700 FAX (760) 931-8680

O'Day
CONSULTANTS
Civil Engineering • Surveying

AUTHORIZATION FOR EXTRA WORK

Client: Mr. Paul Pham
City of Oceanside
300 N. Coast Hwy
Oceanside, CA 92054

Job No.: 091269-02
Promo No.: 12-0323
Date: January 4, 2013
Phone: 760-435-5097

Location of Work: Mission Ave at Valley Heights Dr–901561400561-Slope on Church Property

Description of Work:

Meet with City of Oceanside staff outside to discuss encroachment of existing slope into City right of way; Field survey As-built grading and improvements on and in front of Church Property; Design studies to provide City with options to remove slope encroachment from right of way.

Title	Rate	Hours	Total
Project Manager	$ 164.00	29.5	$ 4,838.00
Project Engineer	$ 129.00	2	$ 258.00
2-Man Survey Crew	$ 195.00	6	$ 1,170.00
Party Chief	$ 123.00	0.25	$ 30.75
			$ 6,296.75

Does Not Include: Reimbursable expenses.

Lump Sum Fee: $6,296.75

Time and Materials:

Agreement based upon: Meeting Telephone Call

Acknowledged by: _____ Date: _____

The terms and conditions of the Professional Services Agreement, Document No. 10-D0596-1, project number 901561400561, dated 8/18/10 are incorporated by reference into this agreement.

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O'Day
CONSULTANTS
Civil Engineering • Surveying

AUTHORIZATION FOR EXTRA WORK

Client: Mr. Paul Pham
City of Oceanside
300 N. Coast Hwy
Oceanside, CA 92054

Job No.: 091269-02
Promo No.: 13-0003
Date: January 4, 2013
Phone: 760-435-5097

Location of Work: Mission Ave at Valley Heights Dr–901561400561-O&M Plan not Required

Description of Work:

O&M Plan Not Required (Amendment No. 2, Scope IV).

Does Not Include:

Lump Sum Fee: ($1,684.00)

Time and Materials:

Agreement based upon: Meeting Telephone Call

Acknowledged by: _____ Date: _____

The terms and conditions of the Professional Services Agreement, Document No. 10-D0596-1, project number 901561400561, dated 8/18/10 are incorporated by reference into this agreement.

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