

CITY OF OCEANSIDE

AMENDMENT 2 TO
PROFESSIONAL SERVICES AGREEMENT

PROJECT: OCEANSIDE MESA GARRISON FORCE MAIN, OCEANSIDE MESA GARRISON LIFT STATION, MISSION AVE LIFT STATION FORCE MAIN REPLACEMENT, AND LAND OUTFALL REPLACEMENT PROGRESSIVE DESIGN-BUILD PROJECT

THIS AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT (hereinafter "Amendment") dated _____, 20____ for identification purposes, is made and entered into by and between the City of Oceanside, "CITY", a municipal corporation, hereinafter designated as "CITY", and JOINT VENTURE OF ORION CONSTRUCTION CORP. AND TC CONSTRUCTION CO., INC., hereinafter designated as "DESIGN-BUILDER."

RECITALS

WHEREAS, CITY and DESIGN BUILDER are the parties to that certain Professional Services Agreement dated May 18, 2022, and Amendment 1 dated December 6, 2023, hereinafter referred to as "Agreement" wherein DESIGN BUILDER agreed to provide certain services to the CITY as set forth therein;

WHEREAS, the parties desire to amend the Agreement to provide terms and conditions for the partial procurement of the materials for the Conveyance and Lift Station portions of the Project;

WHEREAS, this Amendment 2 is related to the partial procurement of the materials for the Conveyance and Lift Station portions of the Project, consisting of the procurement of the items as provided in Exhibit A of this Amendment; and

WHEREAS, DESIGN-BUILDER has completed the design to the level sufficient for the procurement of the materials identified in this Amendment 2 and submitted an Early Procurement Package Guaranteed Price Proposal for the procurement of the materials, as described in Exhibit A to this Amendment.

AMENDMENT

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

1. The CITY and DESIGN-BUILDER mutually agree that the Project's design work has progressed to an appropriate stage design level, sufficient for accurate partial materials procurement, and pursuant to Section 2.3.1 of the Agreement, the DESIGN-BUILDER has submitted an Early Procurement Package Guaranteed Price Proposal for the Project's partial materials procurement. On October 31, 2025, the DESIGN-BUILDER submitted its Early Work Package Guaranteed Price Proposal associated with the materials procurement.
2. The CITY and DESIGN-BUILDER mutually agree that the early procurement of the selected materials for the Project does not impact the materials warranty period, which is to start upon the issuance of the Notice of Completion by the CITY.
3. **Guaranteed Maximum Price.** The CITY and the DESIGN-BUILDER agree that the Guaranteed Maximum Price to complete the Materials Procurement Early Work package shall be \$27,852,927.84, to be paid on a Lump Sum basis, including a Design-Builder's Fee as set forth in Section 7.4 of the Agreement and Exhibit A hereto.
4. Add Section 7.4.4.1 as follows:

The DESIGN-BUILDER is responsible for ensuring the procured materials comply with WIFIA and DWR materials procurement requirements (<https://www.epa.gov/wifia/wifia-federal-requirements>).

5. Add Sections 8.2.6 through 8.2.8 as follows:

8.2.6 The payment for materials and equipment delivered and stored offsite shall be contingent upon Design-Builder's compliance with the storage and protective maintenance requirements outlined in the Contract Documents and all other manufacturer requirements necessary to preserve equipment warranties for the benefit of the CITY. If CITY's inspection finds any storage deficiencies and deviations from the manufacturer's recommended storage protocols, the Design-Builder should take corrective actions within twenty-four (24) hours and provide the CITY with proof of resolution.

8.2.7 The CITY reserves the right to refuse approval for the payment in its sole discretion of any equipment or materials not suitably stored off-site or if required backup documentation has not been provided.

8.2.8 Payment may be made for products eligible for onsite/offsite delivery and storage only upon DESIGN-BUILDER's presentation of a bill of sale/lading or delivery receipt, and a conditional release affidavit upon receipt of payment for the JV's invoice certifying that the contractor received the material, free and clear of all liens, encumbrances, and secured interests of any kind with payment based on the schedule of values in Exhibit A. It is acknowledged that in some cases, the materials cost might be invoiced to the CITY in several tranches. However, partial invoices are eligible for processing only for materials that have been delivered and properly stored.

It is assumed that mobilization and Notice to Proceed related to laydown yards and deliveries of the materials are provided to the DESIGN-BUILDER by April 13, 2026.

6. Remove Section 7.12.5 of General Provisions in its entirety and replace it as follows:

7.12.5 Materials and equipment shall be stored in accordance with the manufacturers' and vendors' recommendations and requirements to ensure the preservation of their quality and fitness for the project. Stored materials and equipment to be incorporated into the project shall be located to facilitate prompt inspection. The DESIGN-BUILDER is responsible for maintaining the vendors' and manufacturers' materials storage recommendations records on site to be presented to the CITY during the inspection.

7. Add Section 7.12.7 and 7.12.8 of General Provisions as follows:

7.12.7 Security will not be provided by the AGENCY for the DESIGN-BUILDER's materials, tools, equipment, laydown, or storage area. The DESIGN-BUILDER may use the project site for such purposes during the Contract period at the sole risk of the DESIGN-BUILDER.

7.12.8 The DESIGN-BUILDER shall be responsible at its sole cost for security and facilities to protect work from unauthorized entry, vandalism, or theft.

8. The parties understand and agree that prior to the final certification of the appropriate environmental documents under the California Environmental Quality Act (CEQA) and applicable federal laws, this Amendment shall not constitute a commitment to a definite course of action regarding the Project, and the City reserves all discretion to deny the Project, approve the Project with conditions/mitigation measures, or approve an environmentally superior alternative based on the findings of the environmental review.

9. 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 Agreement on behalf of the respective legal entities of the CONSULTANT and the CITY.


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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.

JOINT VENTURE ORION
CONSTRUCTION CO., INC.
AND TC CONSTRUCTIONS CO., INC.

CITY OF OCEANSIDE

By: 
Name/Title Austin Cameron
JV Partner

By: _____
Jonathan Borrego, City Manager

Date: 12/8/25

Date: _____

By: 
Name/Title Mark Dowling
JV Partner

APPROVED AS TO FORM:

Date: 12/8/25


Chief Assistant City Attorney

83-3673219
Employer ID No.

NOTARY ACKNOWLEDGEMENTS OF DESIGN-BUILDER MUST BE ATTACHED



City of Oceanside
Water Utilities Department
300 North Coast Highway
Oceanside, CA 92055
Attn: Kirill Dolinskiy

Reference: Oceanside Mesa Garrison Force Main, El Corazon Lift Station, Mission Ave. Lift Station Force Main Replacement and Land Outfall Replacement Design-Build Project.

Subject: Partial GMP Proposal – Waterworks Materials

Mr. Dolinskiy

Please see the Orion/TC partial GMP for review. The price below includes all piping and fittings for the Oceanside Mesa Garrison (OMG) Lift Station (LS), OMG Force Main (FM), gravity sewer, Land Outfall (LO) FM, Buccaneer FM (from South Garrison St. to OMG LS) and Mission Avenue Lift Station (MALS) FM transmitted on Wednesday 11/19/25.

See below for a summary of the total cost for this partial GMP and attached Excel document for backup:

Partial GMP Proposal:	-	\$ 22,641,899.42
City of Oceanside Taxes (8.25%)	-	\$ 1,867,956.70
Subtotal:	-	\$ 24,509,856.12
Design Builder Fee (12.5%):	-	\$ 3,063,732.02
Subtotal:	-	\$ 27,573,588.14
Bonds & Insurance (2.5%)	-	\$ 689,339.70
Subtotal:	-	\$ 28,262,927.84
JV Discount:	-	(\$ 410,000.00)
Total:	-	\$ 27,852,927.84