

**CITY OF OCEANSIDE
AMENDMENT 1 TO
PROFESSIONAL SERVICES AGREEMENT**

PROJECT: RON ORTEGA PARK DOG FACILITY DESIGN (CIP22-00014)

THIS AMENDMENT 1 TO PROFESSIONAL SERVICES AGREEMENT (hereinafter "Amendment"), dated _____, 20__ for identification purposes, is made and entered into by and between the CITY OF OCEANSIDE, a municipal corporation, hereinafter designated as "CITY", and KTU&A, hereinafter designated as "CONSULTANT."

RECITALS

WHEREAS, CITY and CONSULTANT are the parties to that certain Professional Services Agreement dated March 22, 2023, 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 modifications to the scope of work, compensation, and timing of the Agreement.

AMENDMENT

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

1. Section 1, **SCOPE OF WORK**, is hereby amended to add the Piping Location Investigation Services as more fully described in Exhibit A – Scope Modification #1.
2. Section 8, **COMPENSATION**, is hereby amended to add the following language: Consultant's compensation for additional work performed in accordance with this amendment shall not exceed \$8,066.00, for a total compensation not to exceed \$473,650.10. Said additional compensation shall be for performing additional professional services as further described in Exhibit A – Scope Modification #1.
3. Section 9, **TIMING REQUIREMENTS**, is hereby amended to add the following language: All work shall be completed in every detail to the satisfaction of the Engineer within 900 working 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.

Amendment 1
CIP22-00014 Ron Ortega Park Dog Facility Design

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.

KTU&A

CITY OF OCEANSIDE

By:


Name/Title

By:

City Manager

CHRIS LANGDON / PRINCIPAL

Date:

7.22.2025

By:


Name/Title

APPROVED AS TO FORM:

MARK CARPENTER / PRINCIPAL

Date:

7/22/2025

95-275097

Employer ID No.


City Attorney

NOTARY ACKNOWLEDGMENTS OF CONSULTANT MUST BE ATTACHED.

PLEASE SEE ATTACHED NOTARY FORM

EXHIBIT 'A'



3916 Normal Street
San Diego, CA 92103
619.294.4477
www.ktua.com
PLA 2342 | 2386 | 2500

May 14, 2025

City of Oceanside
Development Services – Engineering Division
300 North Coast Highway
Oceanside, CA 92054

Attention: Mr. Edwin Medina, EIT
Associate Engineer

Regarding: Scope Modification #1 – Piping Location Investigation

Project: Ron Ortega Park Dog Facility Design

Dear Mr. Medina,

Based upon ongoing coordination with the City and Water Board, it appears that precise locations and depths of the existing buried landfill gas (LFG) collection system are unknown at this time – accurate locations of this system will inform future geotechnical investigation efforts, and aid in the design of the dog park to work around the existing LFG collection system.

The LFG collection system consists of LFG extraction wells connected to a piping network which is under vacuum, generated from the on-site blower/flare station which incinerates the LFG. SCS will be provided access to fifteen (15) LFG extraction well locations by the City and will disconnect the wellheads from their corresponding lateral piping. With the wellhead disconnected, SCS will utilize a downhole video camera system to inspect the buried piping. In conjunction with the camera system, SCS will utilize the inspection camera's ground utility locator to mark the ground surface on the location of the buried piping and will also note the depth of the pipe to the greatest extent possible. Upon completion of each inspection, SCS will re-connect each wellhead to their corresponding vacuum lateral piping. A handheld GPS unit will be utilized to mark the approximate locations of the collection system piping. The findings, including latitude and longitude coordinates, will be tabulated in an Excel spreadsheet format and .kmz file format to be provided to KTUA.

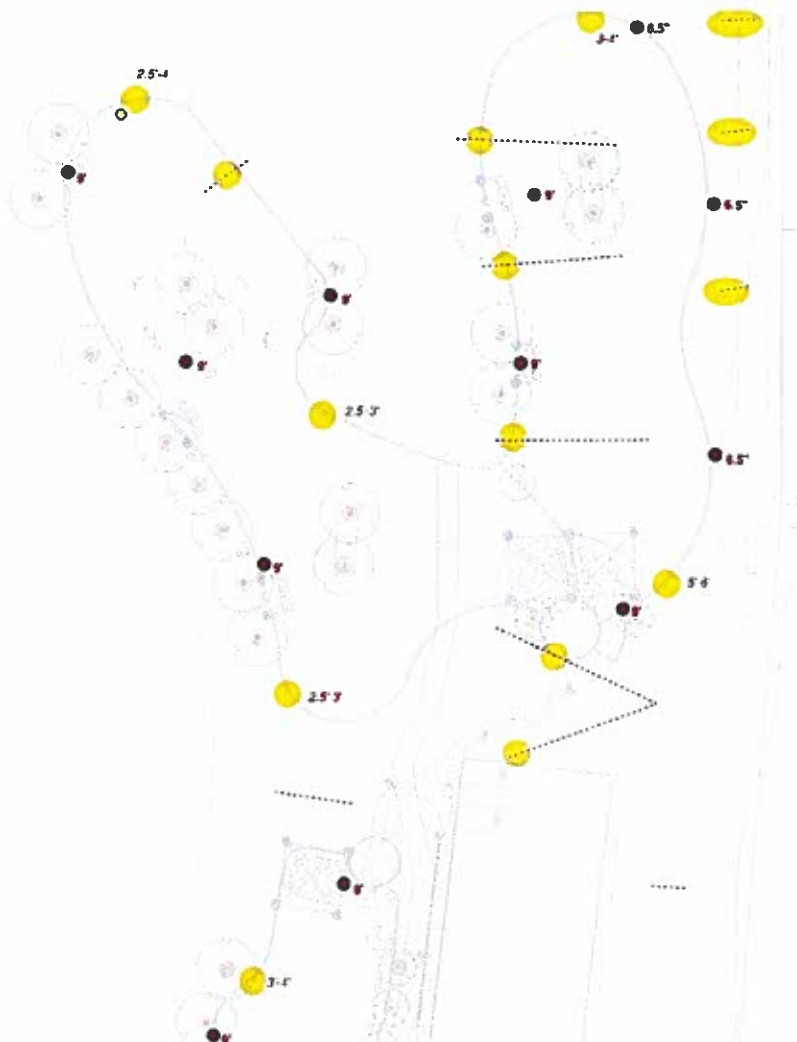
KTUA will coordinate this effort with SCS and the City, convert the GPS data into real-world coordinates to align with the AutoCAD survey, and will provide an exhibit which graphically communicates the findings of piping location investigation.

It should be noted that due to the unknown depth of the collection system piping, the accuracy of the utility locator will vary. The utility locations will be most accurate the closer the piping is to finished grade, and the accuracy will decrease the deeper the piping is buried. Additionally, due to the age of some of the wellhead components, it is likely that minor repairs of the wellheads may need to be conducted after the

inspections. The design team does not accept liability for damage to this system outside their control when performing the scope outlined in this document. However, if there is negligence when performing this work, SCS is responsible for fixing the damage. During the investigation, SCS will take detailed notes of any repairs that may be necessary, and will provide this information to KTUA to relay to the City. If the City desires, SCS is capable of making any such repairs to the wellheads, and this would need to be part of a separate contract.

This type of work conducted at closed landfill sites around San Diego County typically does not require Water Board approval because it is a regular monitoring and maintenance item, and SCS does not expect any liquids will be released from the gas extraction wells. SCS anticipates the work described above can be completed by a two-person crew within two working days, and SCS's fees below include all the labor, equipment, materials and any applicable taxes or fees, necessary to complete the work as described, on a time and materials basis. SCS assumes full accessibility to the wellheads inside the below-grade vaults will be provided by the City. If wellheads cannot be accessed due to conditions inside the vaults, additional costs outside of this proposal may be necessary, and this will be discussed with KTUA for approval from the City prior to proceeding with any additional work.

The approximate location of the fifteen piping locations to be investigated are shown in yellow below:



Total Fees for this Scope Modification:

1	KTUA: Landscape Architecture	\$ 1,240.00
2	SCS: Piping Location Services	<u>\$ 6,826.00</u>
Total		\$ 8,066.00

We appreciate your consideration of this request; please contact me at your convenience should you have any questions or need supplemental information.

Sincerely yours,



Chris Langdon, ASLA LEED AP BD+C
CA PLA 4915
CLL: ms

California All-Purpose Acknowledgment

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document

State of California
County of San Diego

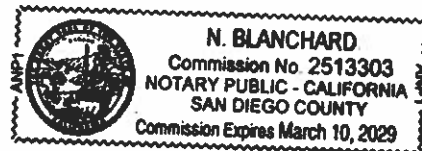
On July 22, 2025, before me N. Blanchard, Notary Public,
personally appeared Chris Langdon ; Mark Carpenter
Name(s) of Signer(s)

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]
Signature of Notary Public



OPTIONAL

Description of Attached Document

Title or Type of Document Amendment 1 to Professional Services...
Document Date: 7/22/2025 Number of Pages (including this one) 3
Additional Information _____

Capacity(ies) Claimed by Signer

- ☒ Individual
☐ Corporate Officer- Title(s) _____
☐ Attorney-in-Fact
☐ Trustee
☐ Other : Signer Representing _____

Right Thumbprint of
Signer 1

Right Thumbprint of
Signer 2