

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

PROJECT: COAST HIGHWAY CORRIDOR DESIGN (CIP22-00006)

THIS AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT (hereinafter "Amendment"), dated _____, for identification purposes, is made and entered into by and between the CITY OF OCEANSIDE, a municipal corporation, hereinafter designated as "CITY", and Kimley-Horn and Associates, Inc., hereinafter designated as "CONSULTANT."

RECITALS

WHEREAS, City and Consultant are the parties to that certain Professional Services Agreement dated January 25, 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 changes and/or modifications to the compensation.

AMENDMENT

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

1. Section 2. TIMING REQUIREMENTS. The contract period is to be extended for a revised contract end date of the 26th day of February, 2026.
2. Section 13.0, COMPENSATION, shall be amended by adding the following:

CONSULTANT'S compensation for additional design services performed in accordance with this Agreement based on scope of work and prices set forth in Exhibit "A", attached hereto and by this reference made part of this Agreement, shall not exceed \$165,330.00 for a new total agreement price not to exceed \$2,230,530.00.

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

CONSTRUCTION PROJECT MANAGEMENT SERVICES 2023-2026

3. 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.

Kimley-Horn and Associates, Inc.

By: Sam Lake Mowbray Vice President
Name/Title Sam Lake Mowbray

Date: 3/31/25

By: Aaron Hewstess, Associate
Name/Title

Date: [Signature] 3/31/2025

Employer ID No. _____

CITY OF OCEANSIDE

By: _____
Jonathan Borrego, City Manager

Date: _____

APPROVED AS TO FORM:

[Signature]
City Attorney

NOTARY ACKNOWLEDGMENTS OF CONSULTANT MUST BE ATTACHED.

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)

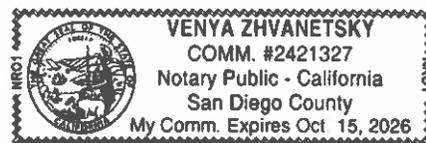
On 03.31.2025 before me, Venya Zhvanetsky, Notary Public
(insert name and title of the officer)

personally appeared Newkorter Sanders, Heustess Aaron Michael,
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 Venya Zhvanetsky (Seal)



"Exhibit A"

**AMENDMENT NUMBER 1 TO THE AGREEMENT BETWEEN THE CLIENT AND
KIMLEY-HORN AND ASSOCIATES**

AMENDMENT NUMBER 1 DATED January 23, 2025 to the agreement between City of Oceanside, ("Client") and Kimley-Horn and Associates, Inc., ("Consultant") dated January 25, 2023 ("the Agreement") concerning the Coast Highway Corridor Design Project (CIP22-00006) (the "Project").

The Consultant has entered into the Agreement with Client for the furnishing of professional services, and the parties now desire to amend the Agreement.

Therefore, it is mutually agreed that the Agreement is amended to include Additional Services to be performed by Consultant and provisions for additional compensation by the Client to the Consultant, all as set forth in Exhibit A hereto. The parties ratify the terms and conditions of the Agreement not inconsistent with this Amendment, all of which are incorporated by reference.

CLIENT:
CITY OF OCEANSIDE

CONSULTANT:
KIMLEY-HORN AND ASSOCIATES, INC.

By: _____
Title: _____
Date: _____

By: Samuel L. McKinnon
Title: Vice President
Date: 3/31/25

Amendment Number 1,
dated January 23, 2025.

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.

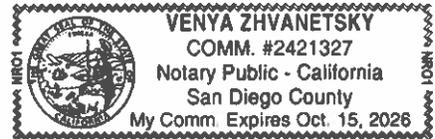
State of California
County of San Diego)

On 03.31.2025 before me, Venya Zhvanetsky, Notary Public
(insert name and title of the officer)

personally appeared McWhorter Sam Lane,
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 Venya Zhvanetsky (Seal)

Project Understanding

Kimley-Horn has identified several tasks that additional effort was required to deliver the project as outlined below.

Scope of Services

Kimley-Horn will provide the services specifically set forth below up to the corresponding effort identified in Exhibit A.

TASK 1: PROJECT ADMINISTRATION, MEETINGS & COORDINATION

Task 1.1: Project Administration

Additional Kimley-Horn administration effort will be required for the remainder of the project. Additional administration effort was required to manage the sub-consultant teams. Kimley-horn is proposing an additional 80 hours of effort.

Task 1.2: Project Meetings and Coordination with the City

Additional Kimley-Horn coordination effort will be required for the remainder of the project. Coordination effort beyond the original scope was essential to get questions answered to maintain the project schedule. Additional coordination effort was driven by the activities identified in the scope of services herein. Coordination included phone calls and/or site and office meetings to discuss specific project related items and typically included meeting preparation. It is anticipated that additional meetings with property owners will be required throughout the design of the project. Kimley-Horn is budgeting an additional eight (8) meetings with property owners.

Task 1.3: Community Meetings and Coordination

Additional Kimley-Horn effort will be required for preparation of the public outreach meetings. Kimley-Horn attended 14 public outreach preparation calls with the City, beyond the allocated effort for this task. Additional effort will be required to accommodate future public outreach meetings anticipated to be at the final design stage and before breaking ground. Kimley-Horn has included a minimum of 10 preparation calls for each public outreach meeting.

Task 1.4: Project Information and Outreach Materials

Additional effort expended preparing for the outreach meeting beyond what was initially budgeted. Kimley-horn is proposing an additional 60 hours for the two remaining public outreach meetings.

Task 1.5: North County Transit District (NCTD) Coordination

Additional coordination with NCTD is anticipated as the project progresses to 90% and final design phases of the project. Kimley-Horn anticipates four (4) additional meetings with NCTD and the City. It is assumed that each meeting will be one (1) hour and require up to one (1) hour of preparation and will have up to two (2) Kimley-Horn team members in attendance.

Task 1.6: Quality Assurance/Quality Control (QA/QC)

Additional Kimley-Horn effort will be required to accommodate review of added features to the project such as, added curb ramps along the corridor, drainage at Neptune Way, onsite design of private parking lots, and pavement rehabilitation along the corridor.

TASK 2: DATA COLLECTION

Task 2.3: Site Visit and Inventory of Existing Corridor Conditions

Kimley-Horn staff performed additional field checks over the number of field verification visits budgeted. The additional site visits were essential to various key elements the design team was working on at the time such as the additional curb ramps along the corridor, drainage at Neptune Way, driveway impacts, access to businesses, and sight distance checks. Although a comprehensive site visit was performed earlier in the design phase, as the project developed the design team along with the City staff found it necessary

to revisit key features including door opening locations, fence locations, pole locations, thresholds, underdrains, and unknown utilities. Kimley-Horn anticipates four (4) additional site visits and field checks during the design phase. Pavement analysis over the corridor will require field assessment and two Kimley-Horn staff and City staff in attendance.

Task 5: 60%, 90%, Final PLANS, SPECIFICATIONS AND OPINION OF PROBABLE CONSTRUCTION COST (PS&E)

Task 5.1: 60%, 90% and Final Plans

Additional effort was required and will be required through the completion of the project for the following design elements as directed by the City:

20 Additional Curb Ramps

- Kimley-Horn will design and PS&E for an additional 20 curb ramps along the corridor. Design will include field work accounted for in Task 2.

Pavement Rehabilitation and Centerline Profiling for the Entire Corridor

- The City requested that pavement rehabilitation for the entire corridor should be included as part of the final design plans. It is anticipated that the City and Kimley-Horn staff will walk the corridor and develop a pavement recommendation that will include grind and overlay and full depth dig-out for areas that are suspected of based failure. Identification of the pavement improvements will include field work accounted for in Task 2. Kimley-Horn will utilize the pavement sheets to illustrate the overall corridor profiles not currently shown on any of the sheets. The field walks will be performed during design and prior to construction.

Turning Movements

- Kimley-Horn designed for the passenger and buses for the corridor as described in the Roundabout Design Memo and as scoped for the project. Due to the sheer number of stakeholders, Kimley-Horn developed swept paths for an additional four (4) design vehicles. We prepared swept paths for six (6) vehicles in total (passenger car, 40' bus, fire truck, SU-30, WB-40, and CA Legal). These additional turning templates were included in the Roundabout Design Memo. NCTD also requested that the design team run bus movements for 45' long buses. Kimley-Horn developed turning movements for the additional bus movements.

Neptune Way Drainage Design

- According to the City, this intersection experiences periodic flooding. The City would like the Coast Highway project to address this issue, especially since this project will be improving the curb ramps at this intersection. The City provided Kimley-Horn with a Storm Drain Technical Memorandum prepared by Tory Walker Engineering. Kimley-Horn will use this memo to design the storm drain facility. We assume the information provided to be correct and suitable for design. Additional effort has been allocated to this task for coordination with Tory Walker, assuming we have questions on the memo.

On-Site Private Parking Layout and Striping and Slurry Exhibits

- Kimley-Horn is working with the City and the property owners whose driveway entrances have been removed and/or modified due to the proposed intersection improvements. These driveway impacts result in some parking modifications. Kimley-Horn is assisting the City with potential striping within these properties (up to three (3)).

Street Light Selection

- The City is looking into upgrading all of the streetlights within the project footprint between Neptune Way and Oceanside Boulevard. The Kimley-Horn team will assist the City with research of the streetlights type. Up to 10 hours is budgeted for this task. The Kimley-Horn team will prepare photometric calculations to compare the existing versus proposed lighting. The City noted that equal of better illuminance be provided for the corridor.

Oceanside Boulevard Traffic Signal Modification

- The City has requested to convert the #2 through lane to a right turn only lane along Coast Highway south of Oceanside Boulevard. The bike lane will be transitioned between the #1 through lane and the right turn lane. This striping revision will require new loops and traffic signal design coordination for the right turn lane.

Stakeholder Exhibits

- Kimley-Horn spent effort beyond the original scope of work preparing exhibits to illustrate the design intent, get buy-off on the proposed design approach, right-of-way impacts, access to businesses, driveway entrances and parking impacts, and fuel tanker movements. These exhibits were also used as tools to explain to property and business owners the project improvements and solutions to the impacts caused by the project.

Pier View Way and Coast Highway Intersection Improvements

- As part of the curb ramp upgrades, the City requested removal of the existing brick pavers at this intersection and replacement of scored color concrete walkway to match the intersection of Coast Highway and Mission Avenue. Kimley-Horn identified that the existing longitudinal slope and the cross slope in the crosswalks exceed acceptable ADA standards due to the existing crown of the road. As a result, Kimley-Horn lowered the existing crown to soften the slopes resulting in an ADA compliant crosswalk.

Additional Improvement Plans

- Kimley-Horn budgeted for 11 improvement sheets for the roundabout plans and there are an additional 5 sheets that will be required to allow for all the information necessary for a complete set of construction drawings. Additional sheets are required for the bike ramps which are now included as part of the proposed design.

Additional Traffic Control Plans

- Kimley-Horn originally assumed up to 10 traffic control sheets based on full closures for a minimal construction duration. Based on discussions with the City regarding the goal to minimize detours, an additional 10 sheets are anticipated.

Erosion Control Plans

- Kimley-Horn did not include erosion control plans as part of the original scope of work. It is anticipated that up to six (6) sheets will be needed for erosion control. Erosion control plans will be included as an attachment to the Storm Water Pollution Prevention Plan.

Additional Utility Design

- As part of the roundabout improvements, the City Water Department requested that Kimley-Horn incorporate two (2) water line realignments at West Street and Wisconsin Avenue to avoid the hardscape improvements and to maintain the water main within the street. Construction drawings for the water line realignment will include plan and profiling of the water lines.

Task 5.2: 90% and Final Specifications

- Kimley-Horn will update the technical special provisions to account for the additional improvements listed in this amendment.

Task 5.3: 90% and Final Opinion of Probable Construction Cost (OPCC)

- Kimley-Horn will update the OPCC to account for the additional improvements listed in this amendment.

Task 5.5: 90% and Final SWQMP

- Kimley-Horn will modify SWQMP Green Streets approach based on City reviewer's comments to match County of San Diego standards and not the City of Oceanside's.

Task 5.8: Project Preparation and Final Mylar Submittal (Optional)

Developing up to Three (3) Bid Packages

- Kimley-Horn will split the up to three (3) bid packages that will include full PS&E. The plans will be split within segments where the proposed medians are located. Plans will not include splitting within an intersection. Partial intersection improvements would require substantial grading adjustments. It is anticipated that phasing plans showing the transitions will be required to show the proposed conditions to existing between phases.

Task 8: Budget Reallocation

- Kimley-Horn is proposing to reallocate the original budgets for Survey Construction Staking and Environmental Construction Support to the 90% and Final design phases of work as described in this amendment.

Fee and Billing

Kimley-Horn will perform the additional scope of services outlined above on a time and materials basis of \$165,330.00.

City of Oceanside
Coast Highway Corridor Design Project - Amendment #1
January 2025

| Category/Title | Kimley-Horn and Associates, Inc. | | | | | | | | | Total Hours | Kimley- Horn Cost | Sub Consultant Cost | Sub Consultant Name | Total Cost |
|--|----------------------------------|------------------------|-----------------------|----------------|--------------|--------------|----------|----------------------|---------------|-------------|-------------------|---------------------|---------------------|-----------------|
| | Senior Tech. Advisor | Senior Professional II | Senior Professional I | Professional I | Analyst II | Analyst I | Analyst | Senior Support Staff | Support Staff | | | | | |
| Billing Rate | \$350.00 | \$315.00 | \$255.00 | \$230.00 | \$200.00 | \$175.00 | \$160.00 | \$150.00 | \$135.00 | | | | | |
| Task 1 - Project Administration, Meetings & Coordination | 0 | 144 | 0 | | 64 | 20 | 0 | 0 | 40 | 268 | \$ 67,060.00 | \$0.00 | | \$ 67,060.00 |
| 1.1 - Project Administration | | 40 | | | | | | | 40 | 80 | \$ 18,000.00 | | | \$ 18,000.00 |
| 1.2 - Project Meetings and Coordination with the City | | 16 | | | 16 | | | | | 32 | \$ 8,240.00 | | | \$ 8,240.00 |
| 1.3 - Community Meetings and Coordination | | 20 | | | 20 | | | | | 40 | \$ 10,300.00 | | | \$ 10,300.00 |
| 1.4 - Project Information and Outreach Materials | | 20 | | | 20 | 20 | | | | 60 | \$ 13,800.00 | | | \$ 13,800.00 |
| 1.5 - North County Transit District (NCTD) Coordination | | 8 | | | 8 | | | | | 16 | \$ 4,120.00 | | | \$ 4,120.00 |
| 1.6 - Quality Assurance/Quality Control (QA/QC) | | 40 | | | | | | | | 40 | \$ 12,600.00 | | | \$ 12,600.00 |
| Task 2 - Data Collection | 0 | 10 | 0 | | 14 | 10 | 0 | 0 | | 34 | \$ 7,700.00 | \$0.00 | | \$ 7,700.00 |
| 2.3 - Site Visit and Inventory of Existing Corridor Conditions | | 10 | | | 14 | 10 | | | | 34 | \$ 7,700.00 | | | \$ 7,700.00 |
| Task 5 - 60%, 90% and Final Plans, Specifications and Opinion of Probable Construction Cost | 0 | 293 | 50 | 0 | 934 | 1002 | 0 | 0 | 0 | 2279 | \$ 294,570.00 | \$15,000.00 | | \$ 309,570.00 |
| 5.1 - Final Plans | 0 | 108 | 0 | 0 | 494 | 390 | 0 | 0 | 0 | 992 | \$ 201,070.00 | | | \$ 201,070.00 |
| 20 Additional Curb Ramps | | 40 | | | 140 | 140 | | | | 320 | \$ 65,100.00 | | | \$ 65,100.00 |
| Pavement Rehabilitation and Centerline Profiling for the Entire Corridor | | 5 | | | 50 | 50 | | | | 105 | \$ 20,325.00 | | | \$ 20,325.00 |
| Turning Movements | | 2 | | | 20 | 40 | | | | 62 | \$ 11,630.00 | | | \$ 11,630.00 |
| Neptune Way Drainage Design | | 5 | | | 40 | 20 | | | | 65 | \$ 13,075.00 | | | \$ 13,075.00 |
| On-Site Private Parking Layout, Striping and Slurry Exhibits | | 2 | | | 20 | 20 | | | | 42 | \$ 8,130.00 | | | \$ 8,130.00 |
| Street Light Selection | | 10 | | | 2 | | | | | 12 | \$ 3,550.00 | | | \$ 3,550.00 |
| Oceanside Boulevard Traffic Signal Modification | | 2 | | | 2 | | | | | 4 | \$ 1,030.00 | | | \$ 1,030.00 |
| Stakeholder Exhibits | | 5 | | | 30 | 10 | | | | 45 | \$ 9,325.00 | | | \$ 9,325.00 |
| Pier View Way and Coast Highway Intersection Improvements | | 2 | | | 10 | 10 | | | | 22 | \$ 4,380.00 | | | \$ 4,380.00 |
| Additional Improvement Plans | | 10 | | | 40 | 40 | | | | 90 | \$ 18,150.00 | | | \$ 18,150.00 |
| Additional Traffic Control Plans | | 10 | | | 60 | | | | | 70 | \$ 15,150.00 | | | \$ 15,150.00 |
| Erosion Control Plans | | 5 | | | 10 | 40 | | | | 55 | \$ 10,575.00 | | | \$ 10,575.00 |
| Additional Utility Design | | 5 | | | 30 | 20 | | | | 55 | \$ 11,075.00 | | | \$ 11,075.00 |
| SWQMP Approach Revision | | 5 | | | 40 | | | | | 45 | \$ 9,575.00 | | | \$ 9,575.00 |
| 5.2 - 90% and Final Standard Special Provisions/Specifications | | 10 | | | | | | | | 10 | \$ 3,150.00 | | | \$ 3,150.00 |
| 5.3 - 90% and Final Opinion of Probable Construction Cost (OPCC) | | 5 | | | 20 | 20 | | | | 45 | \$ 9,075.00 | | | \$ 9,075.00 |
| 5.5 - 90% and Final Storm Water Quality Management Plan (SWQMP) | | 5 | | | 20 | 20 | | | | 45 | \$ 9,075.00 | | | \$ 9,075.00 |
| 5.8 - Developing up to Three (3) Bid Sets (Optional) | | 50 | 40 | | 100 | 150 | | | | 340 | \$ 72,200.00 | \$15,000.00 | STC | \$ 87,200.00 |
| Task 8 - Budget Reallocation | 0 | 0 | 0 | | 0 | 0 | 0 | 0 | 0 | 0 | \$ - | -\$220,000.00 | | \$ (220,000.00) |
| 8.1 - Survey Construction Staking | | | | | | | | | | 0 | \$ - | -\$100,000.00 | Aguirre | \$ (100,000.00) |
| 8.2 - Environmental Construction Support | | | | | | | | | | 0 | \$ - | -\$120,000.00 | Dudek | \$ (120,000.00) |
| TOTAL HOURS: | 0 | 447 | 50 | 0 | 1012 | 1032 | 0 | 0 | 40 | 2581 | \$ 369,330.00 | \$15,000.00 | | |
| Subtotal Labor: | \$0.00 | \$140,805.00 | \$12,750.00 | \$0.00 | \$202,400.00 | \$180,600.00 | \$0.00 | \$0.00 | \$5,400.00 | | | | | \$ 164,330.00 |
| Other Direct Costs | | | | | | | | | | | | | | \$ 1,000.00 |
| KH Expenses | | | | | | | | | | | | | | \$ 1,000.00 |
| TOTAL COST: | | | | | | | | | | | | | | \$ 165,330.00 |