

CITY OF OCEANSIDE

AMENDMENT 4 TO
PROFESSIONAL SERVICES AGREEMENT

PROJECT: LOMA ALTA SLOUGH WETLANDS ENHANCEMENT PROJECT
836181022272

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, Water Utilities Department, a municipal corporation, hereinafter designated as "CITY", and ENVIRONMENTAL SCIENCE ASSOCIATES, hereinafter designated as "CONSULTANT."

RECITALS

WHEREAS, CITY and CONSULTANT are the parties to that certain Professional Services Agreement dated September 14, 2022, Amendment 1 dated February 14, 2024, Amendment 2 dated May 22, 2024, and Amendment 3 dated August 15, 2024, hereinafter referred to as "Agreement", wherein CONSULTANT agreed to provide certain services to the CITY as set forth therein;

WHEREAS, the parties desire to amend the Agreement to modify the scope of work, extend the term of the agreement and add compensation therefor.

AMENDMENT

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

1. Section 1 Scope of Work, shall be amended to reflect and include the additional work as described and outlined in the letter dated January 8, 2025, incorporated herein as Exhibit A.

2. Section 7, Compensation, shall be amended to reflect that all work performed in accordance with Amendment 4 shall not exceed \$166,514, for a total contract price not to exceed \$411,326.

3. Section 8, Timing Requirements, shall be amended to reflect that all work shall be completed in every detail to the satisfaction of the CITY by December 31, 2025.

4. Except as expressly set forth in this Amendment, the Agreement shall remain in full force and effect and is hereby ratified and reaffirmed.

LOMA ALTA SLOUGH WETLANDS ENHANCEMENT PROJECT - 836181022272

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.

ENVIRONMENTAL SCIENCE
ASSOCIATES

CITY OF OCEANSIDE

By: 
Albert Cuisinot / CFO

By: _____
Jonathan Borrego, City Manager

Date: 1/27/2025

Date: _____

By: 
Alba Moore, Vice President

APPROVED AS TO FORM:

Date: 1/27/25


Brent Hamilton, ASST.
City Attorney

94-1698350
Employer ID No.

NOTARY ACKNOWLEDGMENTS OF CONSULTANT MUST BE ATTACHED.

CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

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 Francisco

On 01-27-2025 before me, Sheena Lau, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Albert Cuisinot
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]
Signature of Notary Public

Place Notary Seal and/or Stamp Above

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Amendment 1 to Professional Services Agreement

Document Date: 01-27-2025 Number of Pages: 2/copy

Signer(s) Other Than Named Above: Alisa Moore

Capacity(ies) Claimed by Signer(s)

Signer's Name: Albert Cuisinot

☒ Corporate Officer – Title(s): CFO

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer is Representing: ESA

Signer's Name: _____

☐ Corporate Officer – Title(s): _____

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer is Representing: _____

CALIFORNIA ACKNOWLEDGMENT

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OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Amendment 4 to Professional Services Agreement

Document Date: 01-27-2025 Number of Pages: 2/loop

Signer(s) Other Than Named Above: Albert Cusino

Capacity(ies) Claimed by Signer(s)

Signer's Name: Alisa Moore

☒ Corporate Officer – Title(s): Vice President

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer is Representing: ESA

Signer's Name: _____

☐ Corporate Officer – Title(s): _____

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer is Representing: _____



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San Diego, CA 92108
619.719.4200 [phone](#)
619.719.4201 [fax](#)

esassoc.com

memorandum

date ~~December 19, 2024~~ – revised January 8, 2025
to Bronti Cash, City of Oceanside
cc
from Lindsey Sheehan, PE, ESA
subject Scope and budget for construction support of the Loma Alta Wetland Enhancement Project

This memo provides a scope and budget for ESA's time to provide construction and permitting compliance support on the Loma Alta Wetlands Enhancement Project. The total cost is \$166,514 (Table 1).

Scope of Work

Task 1. Construction Support

Task 1.1 Work Completed Between Nov 24 – Feb 25

This task includes time spent for support on the City's development permit review, engineering permit review, Coastal Commission coordination, and bid preparation support.

Task 1.2 Engineering Construction Support

The ESA team will provide bidding and construction support services during the bid and construction period. We will attend the pre-bid conference and respond to bidders' questions as requested by the City. We anticipate that we would contribute to up to three (3) written bid addendums following the pre-bid conference.

ESA will provide as-needed construction support services as requested by the City. Construction support services may include the following:

- Attendance at the pre-construction conference and/or weekly progress meetings
- Submittals review
- Response to requests for information (RFIs) and/or clarifications
- Site visits to observe construction and respond to field conditions
- Preparation of construction change orders

Assumptions

- Attend one (1) pre-bid meeting
- Prepare up to three (3) written bid addendums
- 8 hours/week for site visit
- 2 hours/submittal for review of contractor submittals
- 12 hours for response to requests for info
- 1 hr/week coordination meetings
- Construction will take 16 weeks
- Time and material basis (i.e., not lump sum)

Task 1.3 Structural Construction Support

KPFF will provide the following construction support:

- Review of structural shop drawings and bidder designed structural items to verify these have been coordinated with the structural frame design.
- Site visits at intervals appropriate to the various stages of construction to perform structural observation work as required by the governing code. We have assumed a maximum of 2 site visits.
- Response to questions from the contractor(s) during construction.
- Review of change orders relating to the structure.
- Preparation of a letter of conformance based on the site visits and on inspection reports by the testing laboratory and special inspectors.

Task 1.4 Geotechnical Construction Support

Task 1.4.1 Geotechnical Construction Observation and Testing

The Taylor Group will provide geotechnical construction observation and testing during grading and construction operations. This will include subgrade observation /verification, compaction testing for fill and subgrade, and observation of footing excavations for structures.

Task 1.4.2 Bid and Construction Support

The Taylor Group will provide support during the bid and construction phases to address questions and RFIs.

Task 2. Agency Coordination

ESA will support the City in coordinating with the permit agencies to both attain the last remaining permits and meet permit requirements during construction.

Task 3. Project Management

ESA will provide monthly status reports and invoices, which will include a progress memo summarizing work completed during the invoicing period including deliverables and an invoice detailing costs and staff hours by task. We assume 2 hours per month of project management time over 9 months (Feb-Oct 2025).

The ESA team will participate in regularly scheduled progress meetings via conference calls or webinars. We recommend continuing 30-minute, weekly progress meetings and adjusting the schedule as needed. We anticipate approximately 36 weekly progress meetings with the Project Manager and Project Engineer.

Budget

The table below provides ESA's proposed cost estimate.

**TABLE 1
BUDGET**

Task	ESA labor	KPFF labor	Taylor Group labor	Expenses	Total
Task 1. Construction Support	\$79,654	\$6,000	\$46,824	\$10,904	\$143,382
1.1 Work done Nov-Feb	\$25,000				\$25,000
1.2 Engineering construction support	\$52,814			\$3,604	\$56,418
1.3 Structural construction support	\$920	\$6,000			\$6,920
1.4 Geotech construction support	\$920		\$46,824	\$7,300	\$55,044
1.4.1 Construction observation			\$39,600	\$6,800	\$46,400
1.4.2 Bid and construction support	\$920		\$7,224	\$500	\$8,644
Task 2. Agency coordination	\$7,992			\$0	\$7,992
Task 3. Project Management	\$15,140			\$0	\$15,140
Total	\$102,786	\$6,000	\$46,824	\$10,904	\$166,514



Attachment A

Cost Proposal: ESA Non-Labor Expenses Summary

Reimbursable Expenses	
Mileage	\$ 6,392
Vehicle Rental	\$ 500
Airfare	\$ 700
Laboratory Testing (Taylor Group)	\$ 3,000
Other Direct Costs (Taylor Group)	\$ 4,300
<i>Subtotal Reimbursable Expenses</i>	<i>\$ 14,892</i>
Total Reimbursable Expenses	\$ 14,892
ESA Equipment Usage	
Topographic/Bathymetric Survey Equipment:	\$ 1,520
RTK-GPS	\$ 1,200
RTK-GPS Smartnet Subscription	\$ 320
Total Equipment Usage Costs	\$ 1,520
TOTAL NON-LABOR EXPENSES	\$ 16,412

EXHIBIT B

Environmental Science Associates & Subsidiaries: 2025 Schedule of Fees

I. Personnel Category Rates

Charges will be made at the Category hourly rates set forth below for time spent on project management, consultation or meetings related to the project, field work, report preparation and review, travel time, etc. Time spent on projects in litigation, in depositions and providing expert testimony will be charged at the Category rate times 1.5.

LABOR CATEGORY	BILLING STEP I	BILLING STEP II	BILLING STEP III	BILLING STEP IV	BILLING STEP V	BILLING STEP VI
Senior Principal Consultant	\$258	\$285	\$314	\$344	\$375	\$405
Principal Consultant	\$218	\$248	\$276	\$305	\$334	\$363
Managing Consultant	\$197	\$219	\$243	\$250	\$289	\$312
Senior Consultant	\$163	\$180	\$190	\$223	\$230	\$266
Associate Consultant	\$147	\$162	\$165	\$170	\$203	\$217
Consultant	\$100	\$105	\$110	\$152	\$165	\$179
Project Technician	\$80	\$103	\$125	\$146	\$167	\$190

- The range of rates shown for each staff category reflects ESA staff qualifications, expertise and experience levels. These rate ranges allow our project managers to assemble the best project teams to meet the unique project requirements and client expectations for each opportunity.
- From time to time, ESA retains outside professional and technical labor on a temporary basis to meet peak workload demands. Such contract labor may be charged at regular Employee Category rates.
- ESA reserves the right to revise the Personnel Category Rates periodically to reflect changes in its operating costs.

II. ESA Expenses

A. Travel Expenses

- Transportation
 - Company vehicle – fixed rate + fee for mileage in excess of 100 miles.
 - Common carrier or car rental – actual expense
- Lodging and related travel expenses – direct expenses

B. Printing/Reproduction Rates

If a weekly or monthly rate is not provided, equipment usage is billed at a daily rate.

ITEM	RATE/PAGE	SAMPLE PRICING
Black & White – 8.5 x 11	\$0.15	
Black & White – 11 x 17	\$0.30	
Color – 8.5 x 11	\$0.50	
Color – 11 x 17	\$0.80	
B&W – Plotter (Toner – ECO Quality)	\$0.50/sf	24x36 B/W CAD drawing would cost \$3 per sheet
B&W – Plotter (Toner – Presentation Quality)	\$1.25/sf	24x36 B/W CAD drawing would cost \$7.50 per sheet
Color – Plotter (Inkjet – ECO Quality)	\$2.50/sf	24x36 Color Drawing would cost \$15 per sheet
Color – Plotter (Inkjet – Presentation Quality)	\$5.00/sf	24x36 Color Drawing would cost \$30 per sheet
CD	\$10.00	
Digital Photography	\$20.00 (up to 50 images)	
All Other Items (including bindings and covers)	At cost plus 10%	

E. Equipment Rates

ITEM	RATE/DAY	RATE/WEEK	RATE/MONTH
Project Specific Equipment:			
Vehicles – Standard size (no off-road usage)	\$ 100 ^a	\$ 500 ^a	
Vehicles – 4x4 /Truck (light duty)	150 ^a		
Vehicles – 4x4 /Truck (heavy duty)	175 ^a		
Vehicles – ATV	150		
360-Degree 4k Camera	35	175	
High Resolution Time-Lapse Camera	20	100	350
Topographic/Bathymetric Survey Equipment:			
Total Station	300		
UAV/Drone	300	1,500	
RTK-GPS	300		
RTK-GPS Smartnet Subscription	80		
Hypack Survey Software	150		
Laser/Auto Level	50		
Single-Beam Echoshounder	175	600	
Sidescan Sonar	200		
Sound Velocity Profiler	75		
1m GNSS Data Collection System	85	425	1,700
Sub-meter GNSS Data Collection System	115		
Sub-foot Data Collection System	230		
Garmin GPS or equivalent	30		

ITEM	RATE/DAY	RATE/WEEK	RATE/MONTH
Hydrologic Data Collection, Water Current, Level and Wave Measurement Equipment:			
ISCO 2150 Area Velocity Flow Logger	\$ 50	\$ 300	\$ 800
SonTek IQ-Plus Area Velocity Flow Logger	100	500	1,500
Logging Rain Gage	10	50	200
Hand-Held Current Meter	50		
Sonic Wave Sensor	35	175	500
Logging Water Level - Pressure Transducer			125
Logging Barometric Pressure Logger			60
Well Probe / Water Level Meter	25		
Bottom-Mounted Tripod / Mooring	30	150	400
Stormwater Crest Sampler			20
Radar Wave Sensor with Logger Box	150	300	1000
Water Quality Equipment:			
Logging Turbidimeter/Water Level Recorder	\$	\$	\$ 400
Logging Conductivity/Water Level Recorder			250
Remote Monitoring Logger Box		75	250
Recording Conductivity Meter w/Datalogger	20	60	200
Hand-Held Turbidimeter	50	200	
Hand-Held Salinity Meter or pH meter	35		
Logging Salinity Gauge			150
Logging DO/Temp Probe			150
Logging Water Quality Sonde 1 Sensor	50	200	700
Water Quality Multi-Probe Depth Profiler	200		
Niskin Water Sampler	50		
ISCO 6712 Portable Sampler w/ISCO 2105 Module	60	350	900
Boats:			
Small Watercraft	\$ 75	\$ 300	
15'-17' Boat	350	1,200	
18'-21' Boat	400	1,800	
22'-25' Boat	500	2,000	
Houseboat Floating Laboratory		4,500	
^a Actual project charges will include the daily rate plus \$0.75 per beyond 100 miles			

III. Other

The fees above do not include sales tax. Any applicable or potential sales tax will be charged when appropriate.

IV. Payment Terms

Unless otherwise agreed in writing, ESA will submit invoices on a monthly basis. Any unpaid balances shall draw interest at one and one half percent (1.5%) per month or the highest rate allowed by law, whichever is lower, commencing thirty (30) days after date of invoice. All invoices not contested in writing within fifteen (15) business days of receipt are deemed accepted by Client as true and accurate and Client thereafter waives any objection to Client's invoices, which are payable in full.