

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

**PROJECT: DESIGN AND PERMITTING SERVICE FOR LOMA ALTA CREEK
MOUTH MAINTENANCE PROGRAM**

THIS AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT (hereinafter "Amendment"), dated May 21, 2025 for identification purposes, is made and entered into by and between the CITY OF OCEANSIDE, a municipal corporation, hereinafter designated as "CITY", and DUDEK, hereinafter designated as "CONSULTANT."

RECITALS

WHEREAS, CITY and CONSULTANT are the parties to that certain Professional Services Agreement dated April 24, 2024, hereinafter referred to as the "Agreement", wherein CONSULTANT agreed to provide certain services to the CITY as set forth therein;

WHEREAS, the Agreement provided for CONSULTANT to complete necessary technical studies and data acquisition to inform the design process; provide a maintenance plan that will allow CITY's Public Works staff to open and close the Loma Alta Creek mouth during optimum times to lower the berm; complete necessary environmental documentation; and coordinate with applicable regulatory agencies and apply for permits required to implement the maintenance; and

WHEREAS, the parties now wish to provide additional professional services to reassess technical studies and revise permitting applications, including applying for an Individual Permit with the United States Army Corps of Engineering; and

WHEREAS, the parties desire to amend the Agreement to provide for changes and/or modifications to Section 1.0, Scope of Work, and Section 8.0, Compensation.

AMENDMENT

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

1. Section 1.0, **SCOPE OF WORK**, is hereby amended to add the following: "Provide professional services to reassess technical studies and revise permitting applications, including applying for an Individual Permit with the United States Army Corps of Engineering, as described in more detail in Exhibit A (DUDEK letter dated April 15, 2025), attached hereto."
2. Section 8.0, **COMPENSATION**, is hereby amended to add the following: CONSULTANT's compensation for additional work performed in accordance with this

Design and Permitting Service for Loma Alta Creek Mouth Maintenance Program

Amendment, shall not exceed \$86,203.00, for a total contract price not to exceed \$206,201.10. Said additional compensation shall be for performing additional professional services as described in Exhibit A, attached.

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.

DUDEK

By: 
Joseph Monaco, President/CEO

Date: 5/1/2025

By: 
Danielle Voss, VP of HR, Asst. Secretary

Date: 5/1/2025

95-3873865
Employer ID No.

CITY OF OCEANSIDE

By: _____
City Manager

Date: _____

APPROVED AS TO FORM:


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 May 1st, 2025 before me, Jocelyne Molano, Notary Public
(insert name and title of the officer)

personally appeared Joseph Monaco,
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

Jocelyne Molano

(Seal)



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 May 1, 2025 before me, Jocelyne Molano, Notary Public
(insert name and title of the officer)

personally appeared Danielle Voss,
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 Jocelyne Molano (Seal)

