

**CITY OF OCEANSIDE**  
**AMENDMENT 4 TO**  
**PROFESSIONAL SERVICES AGREEMENT**

**PROJECT: PLANNING AND DESIGN SERVICES FOR THE BUENA VISTA  
CREEK RESTORATION AND DAC STEWARDSHIP PLANNING  
PROJECT – 750762711**

THIS AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT (hereinafter “Amendment”), dated \_\_\_\_\_, 20\_\_\_\_, for identification purposes, is made and entered into by and between CITY OF OCEANSIDE, Water Utilities Department, 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 October 6, 2021, Amendment 1 dated November 2, 2022, Amendment 2 dated August 8, 2023, and Amendment 3 dated March 20, 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 modify the scope of work and provide compensation therefor.

**AMENDMENT**

NOW, THEREFORE, the Agreement shall be amended as follows:

1. Section 1, Scope of Work, shall be modified to include the additional work added to Tasks 1 and 2, more fully described in the letter dated October 29, 2025, attached hereto and incorporated herein as Exhibit A.
2. Section 8, Compensation, shall be amended to reflect that all work performed in accordance with Amendment 4 shall not exceed \$45,050 for a total contract price not to exceed \$388,601.
3. Section 9, 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, 2026.
4. Except as expressly set forth in this Amendment, the Agreement shall remain in full force and effect and is hereby ratified and reaffirmed.

**PLANNING AND DESIGN SERVICES FOR THE BUENA VISTA CREEK  
RESTORATION AND DAC STEWARDSHIP PLANNING PROJECT - 836163320272**

**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

CITY OF OCEANSIDE

By: Joseph Morero, CEO  
Name/Title

By: \_\_\_\_\_  
Jonathan Borrego, City Manager

Date: [Signature]

Date: \_\_\_\_\_

By: Dan V. [Signature] Assistant Secretary  
Name/Title

APPROVED AS TO FORM:

Date: 1/5/26

[Signature] Hamilton, C. 4887.  
City Attorney

95-3873865

Employer ID No.

**NOTARY ACKNOWLEDGMENTS OF CONSULTANT MUST BE ATTACHED.**

## Exhibit A

October 29, 2025

Bronti Cash  
City of Oceanside Water Utilities  
300 N. Coast Hwy.  
Oceanside, CA 92054

**Subject: Additional Environmental and Engineering Services for the Buena Vista Creek and DAC Stewardship Project, City of Oceanside.**

Dear Bronti:

Attached is our proposal to complete environmental documentation and engineering plans for the City of Oceanside's Buena Vista Creek Restoration and Disadvantaged Community Stewardship Project (Project), located in the City of Oceanside, California. The City of Oceanside secured grant funding in partnership with the Buena Vista Audubon Society to restore a heavily urbanized segment of Buena Vista Creek to improve riparian habitat, water quality, and recreational opportunities for the neighboring disadvantaged community (DAC). The grant funding period terminated prior to completion of the environmental documentation and engineering and restoration planning. This scope of work provides additional services to complete these services originally proposed under the grant funded contract.

## Scope of Services

### **TASK 1 100% (FINAL ENGINEERING AND RESTORATION PLANS, SPECIFICATIONS AND COST ESTIMATE**

Dudek completed plans, specifications and cost estimates (PS&E) through the 90% milestone submittal. These plans were submitted to the City of Oceanside for review and comment in late September, which did not allow the City sufficient time to review, provide comment and for Dudek to update and finalize the PS&E.

This task will include the following:

- Respond to comments from City Review including on 90% Construction Plans, 90% Specifications and 90% Cost Estimates submitted to the City on 9/29/25. Coordinate with Project Management Team and Review team to get clarification when needed and incorporate revisions into the Construction Document package
- Finalize PS&E package: Provide Project Engineer and Landscape Architect signed final (100%) Construction Document Package revised based on comments received from City 90% review.

**Project Assumptions**

- Since PS&E were reviewed by the City at the 65% and 90% is currently under review, only minor changes are anticipated. Any substantial changes may require a change order to accommodate significant design adaptation.
- All additional planning documents, including the Monitoring and Maintenance Plan, the Drainage Report, the Habitat Mitigation and Monitoring Plan and the Geotechnical report have been approved, so will not be revised under this scope of work.

*Cost for Task 1.....\$40,000.00*

**TASK 2 ENVIRONMENTAL DOCUMENTATION/PLANNING**

Dudek will work with the City to finalize the Notice of Exemption for the project including obtaining City signatures, filing with the County Clerk and State Clearing House. This may include assistance including responding to questions and providing miscellaneous guidance through the environmental process.

**Project Assumptions**

- Task costs include title reports generated for parcels utilized for the project. The total cost will be billed without mark up (Attached).

*Cost for Task 2.....\$5,050.00*

Work will be billed on a time and materials basis not to exceed \$45,050.00 using Dudek’s 2025 Schedule of Charges. Cost provided includes direct expenses (mileage). Please feel free to reach out to me directly at sfraser@dudek.com if you have any questions.

Sincerely,



Stuart Fraser  
Habitat Restoration Specialist, PLA #5301

Att: Dudek 2025 Schedule of Charges  
Title Reports (2)

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# **Attachment A**

## Dudek 2025 Schedule of Charges

## DUDEK 2025 Standard Schedule of Charges

### Engineering Services

|  |             |
|--|-------------|
| Project Director .....                   | \$345.00/hr |
| Principal Engineer III .....             | \$320.00/hr |
| Principal Engineer II .....              | \$300.00/hr |
| Principal Engineer I.....                | \$290.00/hr |
| Program Manager .....                    | \$275.00/hr |
| Senior Project Manager .....             | \$275.00/hr |
| Project Manager.....                     | \$265.00/hr |
| Senior Engineer III.....                 | \$260.00/hr |
| Senior Engineer II.....                  | \$250.00/hr |
| Senior Engineer I.....                   | \$240.00/hr |
| Project Engineer IV/Technician IV .....  | \$230.00/hr |
| Project Engineer III/Technician III..... | \$220.00/hr |
| Project Engineer II/Technician II.....   | \$210.00/hr |
| Project Engineer I/Technician I.....     | \$190.00/hr |
| 3D Production Manager.....               | \$220.00/hr |
| Senior Designer II .....                 | \$210.00/hr |
| Senior Designer I .....                  | \$200.00/hr |
| Designer.....                            | \$190.00/hr |
| Assistant Designer .....                 | \$185.00/hr |
| CADD Operator III.....                   | \$180.00/hr |
| CADD Operator II.....                    | \$195.00/hr |
| CADD Operator I.....                     | \$155.00/hr |
| CADD Drafter.....                        | \$175.00/hr |
| CADD Technician .....                    | \$125.00/hr |
| Project Coordinator.....                 | \$160.00/hr |
| Engineering Assistant .....              | \$125.00/hr |

### Environmental Services

|                              |             |
|------------------------------|-------------|
| Senior Project Director..... | \$350.00/hr |
| Project Director .....       | \$300.00/hr |
| Senior Specialist V.....     | \$275.00/hr |
| Senior Specialist IV .....   | \$265.00/hr |
| Senior Specialist III .....  | \$250.00/hr |
| Senior Specialist II .....   | \$235.00/hr |
| Senior Specialist I .....    | \$220.00/hr |
| Specialist V.....            | \$210.00/hr |
| Specialist IV.....           | \$195.00/hr |
| Specialist III.....          | \$185.00/hr |
| Specialist II.....           | \$175.00/hr |
| Specialist I.....            | \$165.00/hr |
| Analyst V.....               | \$155.00/hr |
| Analyst IV.....              | \$145.00/hr |
| Analyst III.....             | \$135.00/hr |
| Analyst II.....              | \$125.00/hr |
| Analyst I.....               | \$105.00/hr |
| Technician IV .....          | \$100.00/hr |
| Technician III.....          | \$90.00/hr  |
| Technician II.....           | \$80.00/hr  |
| Technician I.....            | \$70.00/hr  |
| Project Coordinator II.....  | \$170.00/hr |
| Project Coordinator I .....  | \$135.00/hr |

### Mapping and Surveying Services

|                                |             |
|--------------------------------|-------------|
| UAS Pilot .....                | \$165.00/hr |
| Survey Lead .....              | \$300.00/hr |
| Survey Manager .....           | \$260.00/hr |
| Survey Crew Chief .....        | \$195.00/hr |
| Survey Rod Person.....         | \$145.00/hr |
| Survey Mapping Technician..... | \$135.00/hr |

### Construction Management Services

|   |             |
|---|-------------|
| Principal Manager .....                       | \$215.00/hr |
| Senior Construction Manager.....              | \$195.00/hr |
| Senior Project Manager .....                  | \$190.00/hr |
| Construction Manager .....                    | \$185.00/hr |
| Project Manager/Construction Management ..... | \$175.00/hr |
| Resident Engineer .....                       | \$175.00/hr |
| Construction Engineer .....                   | \$175.00/hr |
| On-site Owner's Representative .....          | \$160.00/hr |
| Prevailing Wage Inspector .....               | \$160.00/hr |
| Construction Inspector.....                   | \$150.00/hr |
| Administrator/Labor Compliance .....          | \$125.00/hr |

### Hydrogeology/HazWaste Services

|  |             |
|--|-------------|
| Project Director .....                       | \$345.00/hr |
| Principal Hydrogeologist/Engineer III.....   | \$320.00/hr |
| Principal Hydrogeologist/Engineer II.....    | \$310.00/hr |
| Principal Hydrogeologist/Engineer I.....     | \$300.00/hr |
| Senior Hydrogeologist V/Engineer V .....     | \$275.00/hr |
| Senior Hydrogeologist IV/Engineer IV .....   | \$265.00/hr |
| Senior Hydrogeologist III/Engineer III.....  | \$255.00/hr |
| Senior Hydrogeologist II/Engineer II.....    | \$245.00/hr |
| Senior Hydrogeologist I/Engineer I.....      | \$235.00/hr |
| Project Hydrogeologist V/Engineer V.....     | \$225.00/hr |
| Project Hydrogeologist IV/Engineer IV.....   | \$215.00/hr |
| Project Hydrogeologist III/Engineer III..... | \$205.00/hr |
| Project Hydrogeologist II/Engineer II.....   | \$195.00/hr |
| Project Hydrogeologist I/Engineer I.....     | \$185.00/hr |
| Hydrogeologist/Engineering Assistant .....   | \$150.00/hr |
| HazMat Field Technician .....                | \$135.00/hr |

### District Management & Operations

|                                     |             |
|-------------------------------------|-------------|
| District General Manager .....      | \$225.00/hr |
| District Engineer .....             | \$215.00/hr |
| Operations Manager.....             | \$165.00/hr |
| District Secretary/Accountant ..... | \$150.00/hr |
| Collections System Manager .....    | \$150.00/hr |
| Grade V Operator.....               | \$140.00/hr |
| Grade IV Operator.....              | \$125.00/hr |
| Grade III Operator .....            | \$115.00/hr |
| Grade II Operator .....             | \$95.00/hr  |
| Grade I Operator.....               | \$90.00/hr  |
| Operator in Training.....           | \$80.00/hr  |
| Collection Maintenance Worker.....  | \$85.00/hr  |

### Project Delivery Services

|                                  |             |
|----------------------------------|-------------|
| Technology Specialist II.....    | \$245.00/hr |
| Technology Specialist I.....     | \$190.00/hr |
| GIS Analyst V.....               | \$220.00/hr |
| GIS Analyst IV.....              | \$200.00/hr |
| GIS Analyst III .....            | \$185.00/hr |
| GIS Analyst II.....              | \$145.00/hr |
| GIS Analyst I.....               | \$130.00/hr |
| Creative Services IV .....       | \$185.00/hr |
| Creative Services III .....      | \$160.00/hr |
| Creative Services II .....       | \$145.00/hr |
| Creative Services I.....         | \$130.00/hr |
| Technical Editor IV .....        | \$185.00/hr |
| Technical Editor III .....       | \$160.00/hr |
| Technical Editor II .....        | \$145.00/hr |
| Technical Editor I.....          | \$130.00/hr |
| Publications Specialist IV ..... | \$135.00/hr |
| Publications Specialist III..... | \$125.00/hr |
| Publications Specialist II.....  | \$115.00/hr |
| Publications Specialist I .....  | \$105.00/hr |
| Clerical Administration.....     | \$100.00/hr |

Expert Witness – Court appearances, depositions, and interrogatories as expert witness will be billed at 2.00 times normal rates.

Emergency and Holidays – Minimum charge of two hours will be billed at 1.75 times the normal rate.

Material and Outside Services – Subcontractors, rental of special equipment, special reproductions and blueprinting, outside data processing and computer services, etc., are charged at 1.15 times the direct cost.

Travel Expenses – Mileage at current IRS allowable rates. Per diem where overnight stay is involved is charged at cost.

Invoices, Late Charges – All fees will be billed to Client monthly and shall be due and payable upon receipt. Invoices are delinquent if not paid within 30 days from the date of the invoice. Client agrees to pay interest at a 10% annual rate for amounts unpaid greater than 30 days after the date of the invoice.

Annual Increases – Unless identified otherwise, these standard rates will increase in line with the CPI-U for the nearest urban area per the Department of Labor Statistics to where the work is being completed) or by 3% annually, whichever is higher.

Prevailing Wage – The rates listed above assume prevailing wage rates do not apply. If this assumption is incorrect Dudek reserves the right to adjust its rates accordingly.



***First American Title Insurance Company***

***National Commercial Services***

*333 W. Santa Clara Street, Ste. 220*

*San Jose, CA 95113-1714*

*Phone: (408)451-7801 / Fax: (408)451-7836*

**PR:** NATLAC

**Ofc:** 4305 (1687)

**Invoice**

**To:** Dudek  
605 3rd Street  
Encinitas , CA 92024

**Invoice No.:** 1687 - 1687117843

**Date:** 07/15/2025

**Our File No.:** NCS-1269745-SC

**Title Officer:** April Lam

**Escrow Officer:**

**Customer ID:** 2264436

**Liability Amounts**

**Attention:**

**Your Ref.:**

**RE: Property:**  
3524 Lake Boulevard, Oceanside, CA 92056

**Buyers:**

**Sellers:**

| Description of Charge    | Invoice Amount |
|--------------------------|----------------|
| Preliminary Title Report | \$750.00       |

**INVOICE TOTAL                      \$750.00**

**Comments:**

**Thank you for your business!**



***First American Title Insurance Company***

***National Commercial Services***

*333 W. Santa Clara Street, Ste. 220*

*San Jose, CA 95113-1714*

*Phone: (408)451-7801 / Fax: (408)451-7836*

**PR:** NATLAC

**Ofc:** 4305 (1687)

**Invoice**

**To:** Dudek  
605 3rd Street  
Encinitas , CA 92024

**Invoice No.:** 1687 - 1687117842

**Date:** 07/15/2025

**Our File No.:** NCS-1269742-SC

**Title Officer:**

**Escrow Officer:**

**Customer ID:** 2264436

**Liability Amounts**

**Attention:** Garrett Peterson

**Your Ref.:** APN: 168-012-43-00 and APN: 168-012-13-00

**RE: Property:**  
APN: 168-012-43-00 , APN: 168-012-13-00 , Oceanside, CA

**Buyers:**

**Sellers:**

| Description of Charge    | Invoice Amount |
|--------------------------|----------------|
| Preliminary Title Report | \$1,300.00     |

**INVOICE TOTAL** **\$1,300.00**

**Comments:**

**Thank you for your business!**

*To assure proper credit, please send a copy of this Invoice and Payment to:*

*Attention: Accounts Receivable Department*

*PO Box 31001-2276*

*Pasadena, CA 91110-2276*