# CITY OF OCEANSIDE

# AMENDMENT 1 TO PROFESSIONAL SERVICES AGREEMENT

# PROJECT: WATER TREATMENT PLANTS FACILITY PLAN 908152818712.5326.10600

THIS	<b>AMENDMENT</b>	TO	PROFESSIONA	L S	ERVI	CES	AGRE:	<b>EMENT</b>
(hereinafter "	Amendment"), date	ed			_ 20_		for ident	ification
purposes, is made and entered into by and between the CITY OF OCEANSIDE, Water								
Utilities Depa	artment, a munici	pal co	orporation, herein	after	design	nated	as "CIT	Y", and
WEST YOST ASSOCIATES, hereinafter designated as "CONSULTANT."								

### RECITALS

WHEREAS, CITY and CONSULTANT are the parties to that certain Professional Services Agreement dated February 3, 2021, 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:

- Section 1, Scope of Work, shall be amended to reflect and include the additional work as described in the letter dated October 29, 2025, attached and incorporated herein as Exhibit A.
- Section 8, Compensation, shall be amended to reflect that all work performed in accordance with Amendment 1 shall not exceed \$59,360 for a total contract price not to exceed \$484,063.
- Except as expressly set forth in this Amendment, the Agreement shall remain in full force and effect and is hereby ratified and reaffirmed.

# WATER TREATMENT PLANTS FACILITY PLAN - 908152818712.5326.10600

<u>SIGNATURES</u>. 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.

WES1	Γ YOST ASSOCIATES	CITY OF OCEANSIDE
By:	Name/Tiple Greg Chung, Vice Presiden	By: t Jonathan Borrego, City Manager
Date:	11/11/2025	Date:
Ву:	Name/Title Lindsay Smith, Treasurer	APPROVED AS TO FORM:
Date:	1/11/25	City Attorney
68-03	370826	
Emplo	over ID No.	

NOTARY ACKNOWLEDGMENTS OF CONSULTANT MUST BE ATTACHED.



2020 Research Park Drive Suite 100 Davis CA 95618

530.756.5905 phone 530.756.5991 fax westyost.com

October 29, 2025

**SENT VIA: EMAIL** 

Philip Tunnell
Senior Civil Engineer
Water Utilities Department – City of Oceanside
300 North Coast Highway
Oceanside, CA 92054

SUBJECT: Amendment 1 – City of Oceanside WTP Facility Plan

#### Dear Philip:

The purpose of this letter is to request an amendment to complete the City of Oceanside WTP Facility Plan. A draft report was submitted for review to the City in June 2023. In addition, the following draft technical memorandum (TM) were submitted to the City:

- 1. Cybersecurity Vulnerabilities Analysis July 2021
- 2. Identifying Energy Efficiency Opportunities August 2021
- 3. RA Weese WTP Capacity Analysis September 2022

Since the TMs and draft report were submitted, additional comments on the RA Weese WTP Capacity TM were provided and some planned projects that are currently being completed by the City affect the report content. The report needs to be updated to accurately reflect the current status at both the City's RA Weese WTP and its Mission Basin Groundwater Purification Facility. In addition, the City has asked that the capital costs presented in the draft report be updated from the year 2021 capital costs to 2025 capital costs by using the current Engineering News Record Construction Cost Index for the Los Angeles Area.

Finalizing the report is the only task left to complete the project. Currently, West Yost is \$45,786.75 over the contracted budget.

# **SCOPE OF SERVICES**

The following scope identifies the tasks needed to finalize the draft report and TMs:

Address 24 additional comments provided by the City on the RA Weese WTP Capacity
Analysis TM and add capital costs to 1) install the pre-treatment process shown on
Engineering Science's drawings that was deleted from the Weese WTP's original
construction project, 2) provide a method of managing the volume of source water
delivered to the Weese WTP site during an emergency shut down event while San Diego
County Water Authority is closing its inlet supply valve, 3) construct a mechanical

- dewatering system at the Weese WTP site and 4) provide a parallel smaller pipeline to better control the effluent flow for 1 to 4 cubic feet per second.
- Update the draft TM for the RA Weese WTP Capacity Analysis and covert it to a final document with a professional engineering seal and signature. The Cybersecurity Vulnerabilities Analysis and Identifying Energy Efficiency Opportunities TMs will remain as drafts. The TMs will be included in the appendices of the final report.
- Update the Final Report to reflect the ongoing improvements happening at the Weese and Mission Basin facilities.
- Update the capital improvement project construction costs to reflect the escalation to 2025 construction costs.
- Compile and submit the final report.

# **PROJECT BUDGET**

West Yost's proposed level of effort and budget to complete these tasks is 176 hours and \$59,360.

#### PROJECT SCHEDULE

West Yost can complete the project by November 21, 2025.

Thank you for providing West Yost the opportunity to be of continued service to the City of Oceanside. We look forward to continuing to work with you on this important project. Please call if you have any questions or require additional information.

Sincerely, WEST YOST

Timothy Banyai, PE Engineering Manager

Zwiely N. Bayer.

RCE #60715