

**CITY OF OCEANSIDE
AMENDMENT 1 TO
PUBLIC WORKS AGREEMENT**

PROJECT: HEAVY CARPENTRY SERVICES

THIS AMENDMENT 1 TO PUBLIC WORKS AGREEMENT (hereinafter "Amendment") is made and entered into this 3rd day of June, 2026, by and between the CITY OF OCEANSIDE, a municipal corporation, hereinafter designated as "CITY", and DOHERTY CONCRETE, hereinafter designated as "CONTRACTOR."

RECITALS

WHEREAS, CITY and CONTRACTOR are the parties to that certain Public Works Agreement dated July 1, 2024, hereinafter referred to as the "Agreement", wherein Contractor agreed to provide certain services to the City as set forth therein;

WHEREAS, the Agreement provided for CONTRACTOR to provide as needed heavy carpentry services and;

WHEREAS, the parties now wish to provide heavy carpentry services for pier deck and guardrail maintenance and gate installation; and

WHEREAS, the parties desire to amend the Agreement to provide for changes and/or modifications to Section 1, Scope of Work, and Section 8, Compensation.

AMENDMENT

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

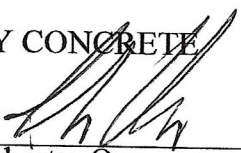
1. Section 1, **SCOPE OF WORK**, is hereby amended to add the following: "provide heavy carpentry services for pier deck, guardrail maintenance and gate installation, as described in Exhibit A, (Deck, Railing, and Security Gate Replacement specifications and plans dated April 9, 2026), attached hereto."
2. Section 10, **COMPENSATION**, is hereby amended to provide that CONTRACTOR's compensation for additional work performed in accordance with this Amendment, shall not exceed \$1,069,830, for a total contract price not to exceed \$1,250,830 (\$75,000 original contract price, \$1,069,830 plus a contingency of \$106,000). Said additional compensation shall be for performing additional heavy carpentry services as described in Exhibit A, attached.

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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 CONTRACTOR 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.

DOHERTY CONCRETE
By: 
Charles Doherty, Owner

CITY OF OCEANSIDE
By: _____
Jonathan Borrego, City Manager

Date: MAY 27 2026

Date: _____

APPROVED AS TO FORM:

203282612
Employer ID No.

City Attorney

CLSB#707928 A, C-8, C-13
Contractor's License No. & Classification
1001072972
DIR Registration No. __

NOTARY ACKNOWLEDGMENTS OF CONSULTANT MUST BE ATTACHED.

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 27 2026 before me, DJ Quinn Notary Public
(Here insert name and title of the officer)

personally appeared Charles Roberts
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]
Notary Public Signature (Notary Public Seal)

