

**CITY OF OCEANSIDE  
AMENDMENT 3 TO  
PROFESSIONAL SERVICES AGREEMENT**

**PROJECT: GEOTECHNICAL ENGINEERING SERVICES 2023-2026**

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, a municipal corporation, hereinafter designated as "CITY", and GeoPacifica, Inc., hereinafter designated as "CONSULTANT."

**RECITALS**

WHEREAS, CITY and CONSULTANT are the parties to that certain Professional Services Agreement dated June 21, 2023, hereinafter referred to as the "Agreement", wherein CONSULTANT agreed to provide certain services to the CITY as set forth therein;

WHEREAS, CITY and CONSULTANT entered into Amendment 1 to the Agreement on June 26, 2024 ("Amendment 1") which increased the total compensation to provide additional services;

WHEREAS, CITY and CONSULTANT entered into Amendment 2 to the Agreement on May 21, 2025 ("Amendment 2") which increased the total compensation to provide additional services;

WHEREAS, the parties desire to amend the Agreement to provide for changes and/or modifications to the not-to-exceed total contract price.

**AMENDMENT**

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


1. Section 8, COMPENSATION, is hereby amended to provide that the total compensation for all work performed in accordance with this amendment shall not exceed \$200,000, and for total compensation under the Agreement not to exceed \$740,000.
2. Section 9, TIMING REQUIREMENTS, is hereby amended to extend the contract period to the 30<sup>th</sup> day of June, 2027.
3. Except as expressly set forth in this Amendment, the Agreement shall remain

**AMENDMENT 3: GEOTECHNICAL ENGINEERING SERVICES 2023-2026**

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.

GeoPacifica, Inc.  
By:   
Jim Knowlton/Vice President  
Date: 5/22/26

CITY OF OCEANSIDE  
By: \_\_\_\_\_  
City Manager  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Name/Title  
Date: 5/22/26

APPROVED AS TO FORM:  
  
City Attorney

\_\_\_\_\_  
Employer ID No.

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

SEE ATTACHED ACKNOWLEDGEMENT

## 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 22, 2020 before me, Lorena Garcia, Notary Public  
(insert name and title of the officer)

personally appeared James Knowlton  
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 *Lorena Garcia* (Seal)

