CITY OF OCEANSIDE <u>AMENDMENT 2 TO</u> PROFESSIONAL SERVICES AGREEMENT

PROJECT: DESIGN & CONSTRUCTION SURVEYING AND SURVEY PLAN REVIEW 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 KDM Meridian, 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");

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 fiscal year shall not exceed \$40,000, and for total compensation under the Agreement not to exceed \$590,000.
- 2. Except as expressly set forth in this Amendment, the Agreement shall remain in full force and effect and is hereby ratified and reaffirmed.

AMENDMENT 2: DESIGN & CONSTRUCTION SURVEYING AND SURVEY PLAN REVIEW SERVICES 2023-2026

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.

KDM Meridian	CITY OF OCEANSIDE
By: Kather Mahr	By:
Richard C. Maher, President	City Manager
Date: 4/28/25	Date:
By: Show	
LiAnne Larson, Chief Operating Officer Date: 428 25	APPROVED AS TO FORM:
, ,	
33-0897262	Tubantame To CASST.
Employer ID No.	City Attorney

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 <u>Orange</u>		
9	1 11 1 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2	
On April 29, 2025 before me, Vuonne Lizette Lung, Notary Publice Date Here Insert Name and Title of the Officer		
personally appeared Richard C. Mahe	Here insert Name and Title of the Officer	
Name(s) of Signer(s)		
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) it/are subscribed to the within instrument and acknowledged to me that be/ske/they executed the same in its/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.		
YYONNE LIZETTE LUNG Notary Public - California Orange County	I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.	
Commission # 2450917 My Comm. Expires Jun 20, 2027	WITNESS my hand and official seal.	
Place Notary Seal and/or Stamp Above	Signature of Notary Public	
Completing this information can deter alteration of the document or		
, ,	form to an unintended document.	
Description of Attached Document Title or Type of Document: Amendment	2 to Professional Services Agreement	
Document Date: April 28, 2025	Number of Pages: 2	
Signer(s) Other Than Named Above:		
Capacity(ies) Claimed by Signer(s) Signer's Name: Richard C. Maher Corporate Officer – Title(s): President Partner – Limited General Individual Attorney in Fact Trustee Guardian or Conservator Other: Signer is Representing:	Signer's Name: LARSON Corporate Officer - Title(s):	