

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

**PROJECT: Crown Heights Community Resource Center Professional
Architectural and Engineering Design & Environmental Services
(CIP21-00008)**

THIS AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT (hereinafter "Amendment"), dated _____, 2025 for identification purposes, is made and entered into by and between the CITY OF OCEANSIDE, a municipal corporation, hereinafter designated as "CITY", and Heritage Architecture & Planning, hereinafter designated as "CONSULTANT."

RECITALS

WHEREAS, City and Consultant are the parties to that certain Professional Services Agreement dated May 17, 2023, hereinafter referred to as the "Agreement", wherein Consultant agreed to provide certain services to the City as set forth therein;

WHEREAS, the Professional Services Agreement was amended by Amendment 1, dated, June 26, 2024, and Amendment 2, dated, September 23, 2024, which modified the total compensation to a not to exceed total contract price of \$476,148.

WHEREAS, the parties desire to amend the Agreement to provide for changes and/or modifications to the scope of work and compensation.

AMENDMENT

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

1. Section 8, compensation shall be amended by adding the following:

CONSULTANT'S compensation for additional architectural and structural design services performed in accordance with this Agreement based on scope of work and prices set forth in Exhibit "A", attached hereto and by this reference made part of this Agreement. CONSULTANT'S additional compensation shall not exceed \$29,100, for a new total agreement price not to exceed \$505,248.

No work shall be performed by the CONSULTANT in excess of the total contract price without prior written approval of the CITY. CONSULTANT

Crown Heights Community Resource Center Professional Architectural and Engineering Design & Environmental Services (CIP21-00008)

shall obtain approval by the CITY prior to performing any work that results in incidental expenses to the CITY.

2. 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 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.

Heritage Architecture & Planning

By:


David Marshall/President

Date:

7-25-25

CITY OF OCEANSIDE

By:

City Manager

Date:

By:

Name/Title

Date:

APPROVED AS TO FORM:

Employer ID No.


City Attorney

NOTARY ACKNOWLEDGMENTS OF CONSULTANT MUST BE ATTACHED.

CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

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 DiegoOn 7/25/25 before me, Mary Fernandez, Notary Public
Date Here Insert Name and Title of the Officerpersonally appeared David Marshall
Name(s) of Signer(s)

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.



Place Notary Seal and/or Stamp Above

Signature

Signature of Notary Public

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached DocumentTitle or Type of Document: City of Oceanside Amendment 3 to Professional Service AgreementDocument Date: 7/25/25 Number of Pages: 2

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

☐ Corporate Officer – Title(s): _____☐ Partner – ☐ Limited ☐ General☐ Individual ☐ Attorney in Fact☐ Trustee ☐ Guardian or Conservator☐ Other: _____

Signer is Representing: _____

Signer's Name: _____

☐ Corporate Officer – Title(s): _____☐ Partner – ☐ Limited ☐ General☐ Individual ☐ Attorney in Fact☐ Trustee ☐ Guardian or Conservator☐ Other: _____

Signer is Representing: _____

HERITAGE
ARCHITECTURE & PLANNING



May 29, 2025 (REVISED)

CITY OF OCEANSIDE
Development Services Department
300 N. Coast Highway
Oceanside, CA 92054

Attention: Victor Velasco, P.E.

Subject: Crown Heights Resource Center
Structural Repairs (Revised)

HAP #2023.002.03

Dear Victor,

Thank you for inviting Heritage Architecture & Planning (Heritage) and our consultants to provide this revised proposal related to the structural repairs for the recently discovered structural damage at the Crown Heights Resources Center located at 1210 Division Street.

If you agree with this proposal, please sign in the space provided below and return one copy to our office. If you have any questions or require additional information, please call me at 619-933-7601. Thank you for your consideration.

Sincerely,

David Marshall, AIA, NCARB
President C24785

Approved:

Signature

Date

M:\Proposals\2023\2023.002.PR - Oceanside CHRC A&E Services\2023.002.03 Structural Repairs\HAP Proposal 5-29-25



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PROJECT UNDERSTANDING & SCOPE

During initial construction activities at the Crown Heights Resource Center located at 1210 Division Street, significant structural damage at the foundations has been uncovered. Heritage Architecture & Planning and our consultants have been retained by the City of Oceanside to provide structural repair and foundation water-proofing details in order to repair the damage. Our scope of work shall include:

- Review the shoring design (by others) to support the existing building during structural repairs.
- Design of new concrete foundation (including rebar, anchor bolt and hold down requirements) at the east, north and west elevations.
- Design exterior wall repairs including replacement/sistering of existing framing members as required, replacement of exterior sheathing in-kind, replacement of exterior stucco finish in-kind, replacement of interior plaster in-kind.
- Blocking and exterior sheathing nailing schedules.
- Waterproofing at exterior foundation walls.
- Specify vapor barrier and insulation at existing crawlspace.
- Design of crawlspace vents and new accessways.

Heritage and TYLin shall generate construction change documents related to the structural repairs and scope of work identified above. The work shall be consistent with *The Secretary of the Interior's Standards for the Treatment of Historic Properties*. The construction change drawings shall include foundation plans, sections, and details as necessary. Changes to the drawings shall be clouded and noted on the title page. The drawings shall be submitted to the client and contractor for review and cost estimating.

Upon client review and approval, Heritage and our consultants shall submit the drawings to the City for review. The design team shall respond to City comments as necessary and issue the final construction ready drawings to the client and the contractor.

Heritage and TYLin will also provide Construction Administration services which shall include in-office review of contractor submittals, responses to Requests for Information (RFI), and preparation of Architect's Supplemental Instructions (ASI). On-site services will include up to two (2) additional on-site meetings.

Deliverables for this task shall include:

- One (1) set of 24x36 Construction Change drawings in electronic pdf format.

HERITAGE

ARCHITECTURE & PLANNING



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Proposed Fee:

TASK	FEE
Heritage Architecture & Planning	\$ 9,700
TYLin	\$ 19,000
Reimbursables	\$ 400
GRAND TOTAL	\$ 29,100

SCHEDULE OF FEES

<u>Job Description</u>	<u>Hourly Rates</u>
Principal	\$300.00/Hour
Associate Principal	\$270.00/Hour
Project Manager/Architect	\$250.00/Hour
Project Historian/Architectural Historian	\$250.00/Hour
Specification Writer	\$200.00/Hour
Assistant Historian	\$150.00/Hour
Designer/Draftsperson	\$150.00/Hour
Field Assistant	\$140.00/Hour
Research Assistant	\$120.00/Hour
Clerical	\$120.00/Hour

General Terms

Hourly rates include provisions for normal overhead costs including benefits, office rental, utilities, insurance, clerical services, and equipment. Reproduction, travel outside of San Diego County, and other non-labor direct costs are billed at cost plus 15%. Automobile travel outside a 30-mile radius from Heritage's office will be billed at the most current IRS Standard Mileage Rate (SMR).

Other Consultants Employed by the Client

Coordination of services from consultants employed by the Client usually generates additional coordination work for Heritage Architecture & Planning, not included in the fee. Heritage will provide a separate fee proposal to the Client if additional coordination is necessary.

Terms of Payment

Heritage's Schedule of Fees is valid for 12 months. All fees are fixed lump sum unless noted otherwise. Payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of Heritage's invoice. Amounts unpaid 30 days after the invoice date shall bear interest at 10% per month or in the absence thereof at the legal rate prevailing from time to time at Heritage's principal place of business. The Client shall not withhold amounts from Heritage's compensation to impose a penalty or liquidated damages on Heritage, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless Heritage agrees or has been found liable for the amounts in a binding dispute resolution proceeding.



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Reimbursable Expenses

Reimbursable Expenses described below will occur, as necessary, and be billed by the Architect on an itemized statement specifying the type of service and/or the material provided, copies of receipts, if applicable, the position of the person providing the service, the person's hourly rate, the time spent and the cost incurred to provide the service. Funding for the reimbursable expenses is provided to pay the Architect for the various duties described below that do not lend themselves to precise estimation, and for that reason is not included in the Basic Services. Reimbursable Expenses, however, are essential to aid the Architect in the performance of the Basic Services and Additional Services, when authorized.

- Printing and reproduction as required by the Consultant.
- Automobile mileage/travel related costs.
- Long distance telephone.
- Equipment rental.
- Research related costs/fees.
- Report reproduction and expendable supplies.
- Laboratory paint analysis.
- Chain of Title.

Additional Services

The following services are not included but may be available for an additional fee.

- Meetings beyond those listed in scope.
- Exploratory demolition.
- As-builts.
- Geotechnical engineering services.
- Value engineering.
- Cost estimating.
- Hazmat.
- Hard copy plan sets.
- Permitting fees.



April 21, 2025 (*Revised April 29, 2025*)

David Marshall, AIA, NCARB
President
Heritage Architecture & Planning
832 Fifth Avenue
San Diego, CA 92101

RE: Crown Heights Resource Center Rehabilitation
1210 Division Street – Oceanside, CA
Request for Additional Services, TYLin Project 3026.0030176

Dear David,

We have been asked to provide additional services beyond the scope of our original Agreement for the Crown Heights Resource Center Rehabilitation project, dated January 28, 2023.

As outlined in the field report following our site visit on April 14, 2025, we observed that the perimeter concrete foundation walls - particularly along the north, east, and west sides - contain concrete in extremely poor condition, and that the owner has opted for replacement rather than repairs that would have an extremely short serviceable life. Based on subsequent conversations (and newly provided testing) it has also been decided to rebuild the south foundation wall as well.

In addition, the extent of wood framing damage above the foundation is greater than anticipated. The straight board sheathing in this lower zone is significantly deteriorated, and there is localized dry rot at some sill plates and joist ends.

The add-service herein assumes full replacement of all perimeter foundation walls and footings. This would also provide an opportunity - while wall shoring is in place - to replace the affected sill plates, anchors, and deteriorated sheathing along those walls. Additionally, per the client's request, the crawlspace ventilation openings will be lowered, requiring new areaway walls or alternative detailing to ensure adequate clearance above grade.

As part of this expanded scope, we are assuming two (2) additional site visits. Our services will also include preparation of details for the new foundation walls (and areaways) and associated wood repairs, responses to additional RFIs and submittals, and review of wall shoring design (to be provided by others) necessary to facilitate the repair work. These will not be sketches but will be incorporated into the original construction set and bubbled.

The fee also includes submission of signed/sealed structural calculations.

TYLin

The fee proposed herein includes our time for both the design of these unforeseen conditions and the additional construction administration effort.

Additional Services Fee

Based on the scope of services above, TYLin's fee for additional services is **\$19,000**.

Note that original proposed add-service fee was \$15,000 but work has expanded to include south wall, revised signed/sealed construction drawings (versus sketches) and signed/sealed calculations – which accounts for the additional \$4,000.

Reimbursable Expenses and Terms and Conditions

Refer to the original Agreement for conditions relating to applicable reimbursable expenses, exclusions, and general terms and conditions.

If you have any questions regarding this additional services request for Crown Heights Resource Center Rehabilitation, please contact us.

Authorized Co-Signatory
Nathan Hicks, Principal

Date

Accepted by (Signature)

Date

Printed Name and Title