

AMENDMENT 1 TO PROFESSIONAL SERVICES AGREEMENT

THIS AMENDMENT 1 TO PROFESSIONAL SERVICES AGREEMENT, dated August 11, 2026, for identification purposes, is made and entered into by and between the CITY OF OCEANSIDE, a municipal corporation, hereinafter designated as "CITY", and FERGUSON PAPE BALDWIN ARCHITECTS INC., hereinafter designated as "CONSULTANT."

R E C I T A L S

WHEREAS, CITY and CONSULTANT are the parties to a Professional Services Agreement ("Agreement"), dated April 1, 2026, wherein CONSULTANT agreed to provide certain architectural services related to feasibility for proposed elevator and building entry layout and related services for 615 Mission Avenue for the CITY and;

WHEREAS, CONSULTANT and CITY desire to amend the Agreement and enter into Amendment 1 to update the scope of services and the total compensation for the Agreement.

A M E N D M E N T

NOW, THEREFORE, in consideration of the covenants and conditions contained herein, the parties hereto agree that the Agreement shall be amended as follows:

1. **Section 1. SCOPE OF WORK**, shall be updated to add the services described in the CONSULTANT's proposal attached hereto as Exhibit "A".
2. **Section 7. COMPENSATION**, shall be amended to provide that CONSULTANT'S compensation for all work performed in accordance with this Amendment 1 shall not exceed the total price of **\$163,500** (which includes a \$10,000 contingency), for total compensation under the Agreement not to exceed \$188,500. No work shall be performed by CONSULTANT in excess of the total contract price without prior written approval of the CITY. CONSULTANT shall obtain approval by the CITY prior to performing any work that results in incidental expenses to the CITY.

**AMENDMENT 1 TO
PROFESSIONAL SERVICES AGREEMENT**

3. All other terms, conditions, covenants and provisions of the AGREEMENT shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto for themselves, their heirs, executors, administrators, successors, and assigns do hereby agree to the full performance of the covenants herein contained and have caused this Amendment 1 to Agreement to be executed by setting hereunto their signatures on the day and year respectively written herein below.

**FERGUSON PAPAE BALDWIN
ARCHITECTS INC.**

CITY OF OCEANSIDE

By: Ann Shelton Ann Shelton
Name/Title /Executive Vice President

By: _____
Jonathan Borrego, City Manager

By: Daniel Rosenberg Daniel Rosenberg
Name/Title /Executive Vice President

APPROVED AS TO FORM:

Daniel Grimaldo, C.A.S.T.
City Attorney

95-3662758
Employer ID No.

NOTARY ACKNOWLEDGMENTS OF CONSULTANT MUST BE ATTACHED

Short Form Acknowledgment

State of Texas

County of Collin

This instrument was acknowledged before me by means of an interactive two-way audio and video communication on 08/11/2026 (date) by Ann Welch Shelton and Daniel Rosenberg

(name or names of person or persons acknowledging). This notarial act was an online notarization.

Notarized online using audio-video communication technology

DJG
Notary Signature



**AMENDMENT 1 TO
PROFESSIONAL SERVICES AGREEMENT**

EXHIBIT "A"

Scope of Work

(See Attached)

August 10, 2026 Rev 3

August 6, 2026 Rev 2

July 15, 2026 Rev 1

June 16, 2026

Vicki Gutierrez
Real Estate Manager, Property Management Division
Public Works Department
300 N. Coast Highway
Oceanside, CA 92054

**Subject: Proposal for Professional Services – Tenant Improvement
City of Oceanside - 615 Mission Ave.
FPBA Project No. 26071**

Dear Vicki:

Ferguson Pape Baldwin Architects is pleased to submit this proposal to provide Design Development through Construction Administration Services for the tenant improvement for the Friends of the Oceanside Library and Read's Literacy program at an existing building located at 615 Mission Avenue in Oceanside, CA. The Area of work is approximately 5,500 SF.

A. PROJECT UNDERSTANDING

The project includes renovation of existing office area on the ground level and basement level as detailed below and on the attached test fit plans:

Interior Upgrades:

- Provide retrofitted panic hardware at main entrance door to building.
- Provide new walls, glass and doors to underside of ceiling grid as shown in concept plan. This may involve some minor mechanical distribution modifications.
- Provide new, larger split A/C units for book sorting area in basement.
- Provide new water heater.
- Demolish existing casework in open office area. Patch and repair walls as needed.
- Demolish existing office in new bookstore. Patch and repair walls as needed.
- Provide new flooring and paint throughout. Finishes to be provided by the City.
- Provide a type 2-A: 10-B:C fire extinguishers accessible within 75' from any point within the building.
- Break Room
 - o Provide new ADA compliant plastic laminate base and upper casework with solid surface countertop with 4" backsplash.
 - o Provide new ADA compliant stainless steel sink and faucet.
 - o Provide GFCI outlets above countertop.
- Stairs/Ramp
 - o Rebuild (1) non-compliant rear stair and interior ramp to new exit door.
 - o Provide new, code complaint handrails at each stair and ramp.
 - o Provide new, code compliant visible warning strip at top a bottom riser.

Restroom Improvements:

Basement Level:



City of Oceanside - 615 Mission Ave. Tenant Improvement Rev 3

8/10/2026

FPBA Project# 26071

Page 2

- Demolish existing restrooms.
- Provide (2) new single-occupancy restrooms; (1) ADA compliant and (1) standard.

Ground Level:

- Provide (2) new single-occupancy restrooms; (1) ADA compliant and (1) standard.
- Utilize existing single occupancy restrooms as the standard restroom. Provide new fixtures and finishes.
- Reconfigure existing multi-stall restroom into (1) single occupancy ADA compliant restroom. Provide new fixtures, finishes and lighting.

Elevator:

- Provide new 3500 pound capacity at 100 FPM speed. Two stop with two openings, in line serving the ground level and basement. Elevator to have standard interior finishes and ceiling.
- Provide elevator pit and machine room, meeting the requirements set forth by the elevator manufacturer and elevator code.
- Current scope assumes no electrical service upgrade.
- Replace existing Switchgear and provide a new SDG&E room with exterior access. The SDG&E room location is 21" lower than the sidewalk and requires a raised floor and structural reinforcement.

HVAC:

- Provide Split unit wall systems in distribution area in basement level (4 machines total)
- Design location for HVAC line set for split unit system.

Accessible Parking:

- Designate and design location for accessible parking for code compliance for building.
- Tim Kersh agreed to move one of the existing accessible parking spaces to an area that is closer and in line of travel for this building.
- Per email from Victor Velasco, no modification to the sidewalk outside the building are anticipated or included in this proposal.

B. PROJECT TEAM

1. DISCIPLINES INCLUDED:

a. Architecture:	Ferguson Pape Baldwin Architects
b. Structural Engineering:	Wiseman+Rohy Structural Engineers
c. Mechanical/Plumbing Engineering:	H+W Engineering
d. Electrical Engineering:	H+W Engineering
e. Elevator Consultant:	Lift Elevator Consulting
f. Civil Engineering:	Latitude 33

C. ARCHITECTURAL BASIC SERVICES

The following Architectural Basic Services will be provided. Deliverables are indicated in ***bold italics***. Please refer to the attached consultant proposal for the scope of specific disciplines.

1. Attend (1) field visit with the project team to review field conditions if necessary.
2. Lead up to (8) virtual meetings to coordinate the design with the City of Oceanside and provide



City of Oceanside - 615 Mission Ave. Tenant Improvement Rev 3

8/10/2026

FPBA Project# 26071

Page 3

Meeting Notes. This will cover weekly meetings (6) during the Construction Documents Phase and (2) meetings during permitting.

3. Perform a **Building Code Analysis** to confirm conformance with all applicable Building Code regulations.
4. Coordinate with structural, mechanical, electrical, plumbing, and the City of Oceanside's vendor team, including low voltage and furniture vendors. Provide an **Architectural Revit model** and **AutoCAD Background Files** for use by the team.
5. Create a **Construction Document Package** setting forth in detail the requirements for the construction of the project. These will include drawings, sheet specifications and calculations. Packages will be issued for Plan Check (80% CDs), recheck sets (as needed) and 100% Issued for Construction.
6. Submit for plan check at the City of Oceanside and obtain/coordinate all required clearances. Attend virtual meetings with the City as need to obtain a building permit.
7. Coordinate with the selected general contractor.
8. Attend (1) Value Engineering Meetings by teleconference to review cost-saving ideas. We have included up to (4) hours for research and changes to the drawings. More substantial changes will be provided as an additional service.
9. Provide an allowance for Construction Administration services for (24) hours of architectural support time to be used as needed. Support time exceeding 24 hours will require additional services.
10. Provide one package of **Record Drawings** in CAD and PDF formats based on as-built mark-ups from the Contractor. Plan drawings will also be exported to AutoCAD format, if needed.

D. SCHEDULE

We will begin the work immediately upon authorization and are prepared to meet the design durations listed below with timely direction and approvals from the City of Oceanside.

Construction Documents: 6 weeks

Plan Check: 10-12 weeks

Construction: 16 weeks

Permit processing durations are based on current City of Oceanside processing timelines and are subject to change.

E. ASSUMPTIONS AND EXCLUSIONS

1. Our proposal is based on fees associated with the construction document and permitting phase durations indicated in the Schedule above. Should the project schedule extend for reasons outside the design team's control, Additional Services may be required.
2. Our Construction Administration fees are based upon the assumption that the City of Oceanside's General Contractor has had experience with the entire scope of this Project,



City of Oceanside - 615 Mission Ave. Tenant Improvement Rev 3

8/10/2026

FPBA Project# 26071

Page 4

recommends solutions to RFIs, and has a streamlined approach to submittals and other construction documentation.

3. Value Engineering discussion will occur at the weekly meetings and will not require additional meetings. We have included up to (4) hours for research and changes to the drawings. More substantial changes will be provided as additional services.
4. Our design fees include simple restriping of a relocated accessible parking spot identified by the City of Oceanside and does not include modifications non-compliant paths of travel or leveling of accessible parking space. If required, these will be provided as an additional service.
5. Our fees and reimbursable expense allowance do not include permit and plan check fees. All fees are to be paid by the City of Oceanside or the General Contractor.
6. All drawings will be issued electronically as PDF files.
7. All spaces will be Group 'B' (office), 'M' (mercantile), or 'S' (storage) occupancies as defined by the California Building Code. No Group 'H' (hazardous) occupancies are anticipated.
8. Low Voltage system design consultants for security, information technology and audio-visual design will be hired directly by the City of Oceanside, if required. We have assumed that FPBA and our engineering team will coordinate with these consultants during the design phase.
9. The City of Oceanside will provide a current Asbestos Survey for the project prior to Plan Check Submittal.
10. The City of Oceanside will provide a Geotechnical report prior to the start of the design phase.
11. Since existing record drawings are limited, the City of Oceanside will provide a concrete scan where the new elevator is located to determine if there are any underground conflicts.
12. Since existing structural drawings are limited, partial demolition of the existing basement ceiling and gypsum board is required for the structural engineer to complete their structural design.
13. We assume that building signage, beyond signage required by code, will be designed by a signage vendor.
14. We assume that the existing building entrance does not need accessibility upgrades.
15. We assume that existing parking quantities, including accessible parking, are code compliant.
16. Proposed Civil work is limited to the accessible parking and a site survey to determine the finish floor elevation and the height difference between the existing sidewalk and new exit door. No Right-of-Way work is included in this proposal and can be provided as an additional service.
17. All finishes will be selected by the City of Oceanside.
18. We assume that only one permit and bid package is required.
19. The fee for Lift Elevator Consulting is an allowance and will be utilized as required on an as-needed hourly basis. Unspent time will not be billed.
20. Fire sprinklers and fire alarms will be design-build directly contracted to the General Contractor.



City of Oceanside - 615 Mission Ave. Tenant Improvement Rev 3

8/10/2026

FPBA Project# 26071

Page 5

21. We assume that the existing power, water, and gas services to the building are sufficiently sized. Upgrading existing utility services to the building will be provided as an Additional Service, if required.

V. COMPENSATION FOR SERVICES

We propose to provide the professional services outlined above and summarized in the attached **Fee Summary**, dated 6/16/2026 for an **Hourly Not to Exceed Fee of One Hundred Fifty-One Thousand Five Hundred Dollars [\$151,500]**. Fees indicated do not include reimbursable expenses as defined in the attached **Schedule of Hourly Billing Rates**. We estimate that reimbursable expenses will not exceed **\$2,000**.

Additional Services, if required, will be provided at the prevailing rates indicated in the attached **Schedule of Hourly Billing Rates** or proposed on a fixed fee basis. Additional Services will proceed only upon written authorization from the City of Oceanside.

Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice.

If this proposal is acceptable to you, please provide a signature below. This proposal may act as the contractual agreement for this phase of work. These services may be terminated by either party upon seven (7) days written notice. This proposal shall remain valid for ninety (90) days.

We appreciate this opportunity and look forward to working with you on this important project. Should you have any questions, we are available at your convenience.

Sincerely yours,

Agreed to by:

Ferguson Pape Baldwin Architects Inc.

City of Oceanside

Ann Shelton, CID
Executive Vice President

Title:

Date:

Attachments:

FPBA Schedule of Hourly Billing Rates, effective March 2026

Fee Summary Rev 2, dated 8/6/2026

Wiseman + Rohy Proposal Rev 2, dated 8/6/26

H+W Engineering Proposal Rev 1, dated 7/13/2026

Latitude 33 Proposal, dated 8/7/26

Appendix A, dated 4/15/2026

Architects are licensed and regulated by the California Architects Board, located at 2420 Del Paso Road, Suite 105, Sacramento, CA 95834.

SCHEDULE OF HOURLY BILLING RATES
(Effective March 2026)

Principal	270.00
Director	235.00
Sr. Project Manager	225.00
Sr. Project Architect / Sr. Designer / Project Manager	210.00
Project Architect / Designer III	190.00
Sr. Job Captain / Designer II	180.00
Job Captain / Designer I	155.00
Junior Designer	140.00
Clerical	90.00

When authorized by the Owner in writing, expense of overtime work will be billed higher than regular rates.

Reimbursable Expenses

Reimbursable expenses are actual expenses made by the Architect, the Architect's employees and consultants in the interest of the Project and include, but are not limited to the following expenses:

1. Expenses of transportation in connection with the Project; living expenses in connection with out-of-town travel and long distance communications, as approved by, and negotiated with Owner.
2. Expenses of reproductions including plotting/printing of CAD files, renderings and other electronic data, postage, permit processing service, delivery and handling of drawings and other documents.
3. Expenses for hiring a Permit Processing Consultant to assist with Building Permit plan check and other regulatory related services.

Reimbursable expenses shall be billed at cost + 10% administration costs.

Design Fee Summary REV 3
City of Oceanside - 615 Mission Avenue Tenant Improvement
8/10/2026

Phase	Architectural Ferguson Pape Baldwin Arch.	Civil Latitude 33	Structural Wiseman + Rohy	Mechanical/ Plumbing/ Electrical		Elevator Consulting LIFT	TOTAL FEE
				H+W Engineering			
Basic Services							
Civil Survey, Construction Drawings and Permitting	\$44,000	\$18,000	\$30,000	\$30,000		\$12,000	\$134,000
Construction Administration	\$5,000	\$3,500	\$4,000	\$5,000		\$0	\$17,500
Total Basic Services Fee	\$49,000	\$21,500	\$34,000	\$35,000		\$12,000	\$151,500
Reimbursable Allowance	\$1,500	\$500	\$0	\$0		\$0	\$2,000
Total Basic + Reimbursable Fee	\$50,500	\$22,000	\$34,000	\$35,000		\$12,000	\$153,500



May 18, 2026
Revised July 15, 2026
Revised August 6, 2026

STEVEN D. ROHY, S.E.
PRINCIPAL

DAVID E. MAESTAS, S.E.
PRINCIPAL

ELIZABETH A. MILLER, S.E.
SENIOR ASSOCIATE

Ann Shelton, CID
Ferguson Pape Baldwin Architects
4499 Ruffin Rd. Suite 300
San Diego, CA 92123

**RE: Added Elevator for Friends of Library
615 Mission Ave., Oceanside, CA
Revised Structural Services Proposal**

Ann,

Wiseman + Rohy Structural Engineers is pleased to present our fee proposal to provide professional structural engineering services for the above-mentioned project. In accordance with the request for proposal, we have developed the following description and scope of work:

Project Description:

The project consists of preparing structural drawings and calculations for the addition of an elevator, retail space and electrical room within the building at 615 Mission Ave in Oceanside.

- **Elevator:** The elevator is anticipated to be located to avoid impacts to the existing roof trusses, floor girders, and pad footings. We will engineer the new opening and re-support the floor with bearing walls. The overrun is below the bottom of the roof trusses and therefore these trusses are not expected to be impacted. Further, elevator guide-rail support posts will be added and braced as needed.
- **Retail Floor Upgrade:** We will upgrade the floor at the bookstore to around 100 psf (to be determined based on expected loading). This is likely to include doubling-up joists, strengthening girders and reinforcing connections (to the walls and to the girders). Partial demolition will be needed during design for this to determine the existing systems.
- **Electrical Room:** We will design for a new 3'-0" access door into a new electrical room on the east side. A steel frame will be needed at this door opening. A new concrete-topped raised floor will be constructed to align the electrical room floor elevation with the adjacent street level. Existing floor framing beneath this area will likely require strengthening. Partial demolition as noted above will be needed.
- **Rear Stairs to Basement:** We will provide details for the replacement of these stairs. The existing floor opening is assumed to remain unchanged.

- A new lightweight ramp will be designed to access the building and allow the SDGE room to be in the corner.

No scope is included for HVAC work.

Scope of Services:

The scope of services will consist of the Design Development Phase, Construction Documents Phase (with agency) and the Construction Administration Phase. Two site observations are included in this proposal: one during design to verify existing conditions and one during construction. Plans will be produced in CAD due to the size of this project.

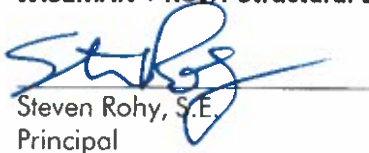
Proposed Engineering Fees:

We propose a phased hourly fee for this project up to a maximum of \$34,000 (including project expenses).

We appreciate the opportunity to submit our fee proposal for this project. Should you have any questions regarding this proposal, please give us a call at your convenience. We look forward to working with you on this project.

Sincerely,

WISEMAN + ROHY Structural Engineers



Steven Rohy, S.E.
Principal

May 15, 2026
Revised May 21, 2026
Revised July 13, 2026

Ann Shelton
Ferguson Pape Baldwin Architects
4499 Ruffin Road, Suite 300
San Diego, CA 92123
ashelton@fpbarch.com
619.936.7674

Subject: Oceanside Library Bookstore and Learning Center
615 Mission Ave., Oceanside, CA 92054

Ms. Shelton,

H+W Engineering, Inc. is pleased to provide this design proposal for the above referenced project as described below. This contract for services provided shall be between H+W Engineering, Inc. and Ferguson Pape Baldwin Architects. Thank you for the opportunity to propose on this project and we look forward to being part of your team.

Project Description:

Interior tenant improvement in an existing building located in Oceanside, California including the following:

Basement Level:

- New Elevator & Elevator Machine Room
- Reconfigure Existing Restrooms into Two (2) new Restrooms
- New Book Sort Room
- Total Scope: 2,200 SF

Ground Level:

- New Elevator: 120 SF
- Reconfigure Existing Restrooms into Two (2) new Restrooms: 300SF
- New Friends of Library Space: 950 SF
- New Shared Lobby: 120 SF
- Rework Reads Learning Center: 1,700 SF
- Lounge refresh: 170 SF
- Private Offices and Mail Room to remain.
- Replace SDG&E switchgear and reconfigure room: 300 SF
- Total Scope: 3,400 SF

Scope of Services:

1. Mechanical Engineering

- 1.1. Room by room mechanical load calculations.
- 1.2. Reuse of existing HVAC units where possible.
- 1.3. Sizing, selection, and layout of new HVAC units as required.
- 1.4. Low pressure air distribution system design from new HVAC units per new floor plan.
- 1.5. Outside air ductwork design per ventilation requirements.
- 1.6. Exhaust system design for restrooms, break areas and building pressurization.

- 1.7. Condensate piping from new HVAC units to approved receptor.
- 1.8. Title 24 California Energy Code control design.
- 1.9. Title 24 California Energy Code documentation.

2. Electrical Engineering

- 2.1. Reuse of existing main electrical service and meter as is.
- 2.2. New distribution as required.
- 2.3. Singleline diagram including load calculations, main switchgear, distribution boards, transformers, panel schedules, load summaries, system sizing and ratings as required.
- 2.4. Fault current and voltage drop calculations.
- 2.5. Layout and location of all electrical equipment designed including main electrical room and distribution electrical rooms.
- 2.6. Power for electrical devices and outlet locations per the Architect's layout.
- 2.7. Power to support voice/data, fire alarm, security, and audio/visual systems.
- 2.8. Power for HVAC equipment according to the mechanical engineer's schedule.
- 2.9. Power for plumbing equipment according to the plumbing engineer's schedule.
- 2.10. Branch circuitry from panelboards to new electrical devices.

3. Plumbing Engineering

- 3.1. Sizing, selection, and layout of new domestic hot water heaters with circ pump as required.
- 3.2. Drain, waste, and vent piping design to new plumbing fixtures from existing point of connection.
- 3.3. Title 24 California Energy Code control design.
- 3.4. Title 24 California Energy Code documentation.

4. Lighting Engineering

- 4.1. Fixture selection provided by the Architect.
- 4.2. Lighting fixture layout provided by the Architect.
- 4.3. Photometric analysis documented in a 2D point-by-point method to validate the Architects selection and layout.
- 4.4. Title 24 California Energy Code lighting control design.
- 4.5. Title 24 California Energy Code lighting documentation.
- 4.6. Egress lighting and exit signs in all paths of egress according to the architectural egress plan and as required by code.

5. Telecommunications Engineering

- 5.1. Conduit only for telecommunications, security, fire alarm, audio/visual, and other signal systems.

Assumptions:

1. Architect to provide AutoCAD electronic backgrounds, design shall be in AutoCAD 2D.
2. Architect to provide MEP as built drawings if available.
3. Architect to provide reflected ceiling plan, fixture locations and preliminary fixture selection.
4. Architect to provide power and signal receptacle locations and layout.
5. Architect to provide plumbing fixture locations and layout.
6. H+W to complete site survey of the existing MEP systems.
7. H+W to provide plan check submittal packages, submittal packages shall be PDF documents.
8. H+W to respond to plan check comments as required.
9. H+W to provide construction administration including submittal review and responses to RFI's.
10. H+W to attend two design meetings per phase, all design meetings shall be virtual online.

Exclusions:

1. Utility Design & Coordination
2. Travel outside of San Diego
3. Printing, plotting, reproduction, and delivery costs
4. Cost estimating services
5. Technology system design including voice/data, fire alarm, music, audio/visual, or CATV.
6. Emergency power system design including generator and or uninterruptible power supplies.
7. Solar photovoltaic power system design
8. Architectural Lighting Design
9. Electrical load recordings/metering
10. Coordination and Arc Flash Study (to be performed by 'third party')
11. Structural Engineering
12. Civil Engineering
13. Fire Protection Engineering
14. LEED Consulting
15. Life cycle analysis
16. Permit and/or health department submittal processing
17. Permit fees, plan check costs, etc.
18. Inspection services
19. Invasive or destructive field investigation
20. Commissioning, monitoring, validation documentation
21. 3-D modeling
22. APCD Permits
23. Weekly construction meetings
24. As build drawings
25. Value engineering redesign

Additional Services:

Additional services may be negotiated on a lump sum basis or may be contracted prior to the commencement of work based on the hourly rate schedule below.

Principal	\$300.00
Director	\$250.00
Manager	\$200.00
Engineer	\$180.00
Designer	\$160.00
BIM/CAD Manager	\$180.00
BIM/CAD Technician	\$160.00
Administrative	\$100.00

Reimbursables:

All reimbursable expenses shall be subject to an additional charge equal to 10% of the actual cost of the reimbursable and shall include the following:

1. Out of town travel expenses including air fare, rental cars, mileage, hotels, meals, and toll roads.
2. Daily rate for out-of-town travel shall be billed at \$1500 per day per person.
3. Reproduction and reprographic costs for deliverables to the client; blueprinting, plotting, delivery, copying, etc.

Compensation for Professional Services:

H+W Engineering, Inc. proposes to perform the above referenced professional engineering services in accordance with the Scope of Work, Basic Services, and Terms and Conditions of this agreement listed herein based on a lump sum fixed fee schedule per the following:

Design Development	\$15,000.00
Construction Documents for Permit Submittal	\$15,000.00
Permitting Plan Check Response Submittal	\$5,000.00
Grand Total	\$35,000.00

The percentage of work completed shall be billed monthly.

Construction Administration:

Construction administration is included in the fee above and includes one round of submittal reviews and up to ten RFIs.

Additional construction Administration shall be billed hourly including submittals, RFIs, site walks, construction meetings, as built, or construction changes.

Entire Agreement:

This Agreement and Exhibits A ("Terms and Conditions") is the entire Agreement (the "Agreement") between the Client and the Consultant. Amendments to this Agreement must be in writing and signed by both the Client and the Consultant.

Proposal Acceptance

1. The undersigned parties agree to the scope of work, terms, and conditions as described herein. Please review, sign, and return one copy.
2. Should you or the Prime Contract Holder issue a separate "Consultant Design Agreement" for our acceptance, this proposal shall be included as an exhibit to that agreement in its entirety.
3. This proposal is valid for a period of thirty days from the above date.

Thank you for the opportunity to propose on this project.

Sincerely,

Bryan Wayne, P.E.
Principal
H+W Engineering, Inc.

Authorization:

Ferguson Pape Baldwin Architects

Ann Shelton

Date

EXHIBIT A

TERMS AND CONDITIONS

1. The Consultant (H+W Engineering, Inc.) shall perform the services outlined in the attached Scope of Services contingent upon the terms and conditions listed below for the Client.
2. **Assignment:** Neither party to this Agreement shall transfer, sublet, or assign any rights under or interest in this Agreement (including but not limited to monies that are due or monies that may be due) without the prior written consent of the other party. Subcontracting to subconsultants normally contemplated by the Consultant shall not be considered an assignment for purposes of this Agreement.
3. **Betterment:** If, due to the Consultant's error, any required item or component of the project is omitted from the contract documents produced, liability shall be limited to the difference between the reasonable cost of adding the item at the time of discovery of the omission and the cost had the item or component been included in the contract documents. In no event will Consultant be responsible for any cost or expense that provides betterment, upgrade, or enhancement of the project.
4. **Billing / Payment:** Invoices for the Consultant's services shall be submitted, at the firm's option either upon completion of such services or monthly. Invoices shall be payable within 30 days after the invoice date. If the invoice is not paid within 30 days, the Consultant may terminate the performance of the service. Retainers shall be credited to the final invoice. For Pay-When-Paid contracts, contractually agreed upon prior to commencement of services, H+W Engineering, Inc. reserves the right to (i) verify payment from the client's client and/or the prime contract holder; (ii) require payment from the Client within 60 days after invoice date, as necessary to preserve H + W rights and remedies, notwithstanding any Pay-When-Paid provision. Finance Charge for Late Payments - Accounts unpaid 60 days after the invoice date may be subject to a monthly service charge of 1.5% (or the legal rate) on the then unpaid balance. In the event any portion or all the account remains unpaid 90 days after billing, the client shall pay all costs of collection including reasonable attorney's fees.
5. **Right to Stop Work:** The Consultant may stop work if any payment, including any payment for Additional Services, is not made to the Consultant as agreed to under this Agreement. If such nonpayment occurs, the Consultant may stop work and keep the job idle until all payments are received.
6. **Changed Conditions:** If, during the term of this Agreement, circumstances or conditions that were not originally contemplated by or known to the Consultant are revealed, to the extent that they affect the scope of services, compensation, schedule, allocation of risks or other material terms of this Agreement, the Consultant may call for renegotiation of appropriate portions of this Agreement. The Consultant shall notify the Client of the changed conditions necessitating renegotiation, and the parties shall promptly and in good faith enter into renegotiation of this Agreement to address the changed conditions. If terms cannot be agreed to, the parties agree that either party has the absolute right to terminate this Agreement in accordance with the Termination provision hereof. The Consultant is entitled to compensation for any extra work or additional services requested by the Client or any of Client's employees or agents, including all resulting direct or indirect costs, and additional time necessary to complete the contract scope.
7. **Corporate Protection:** It is intended by those parties to this Agreement that the Consultant's services in connection with the project shall not subject the Consultant's principals, shareholders, individual employees, officers, or directors to any personal legal exposure for the risks associated with this project. Therefore, notwithstanding anything to the contrary contained herein, the Client agrees that the Client's sole and exclusive remedy, any claim, demand, or suit shall be directed and/or asserted only against the Consultant, a California corporation, and not against any of the Consultant's individual employees, officers, or directors.
8. **Consequential Damages:** Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither the Client nor the Consultant, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the Project or this Agreement. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of funding or financing, loss of reputation or any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict or implied warranty. Both the Client and the Consultant shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in this project.

9. **Standard of Care; Certifications:** The Consultant does not guaranty or warrant its performance, the latter of which shall be governed by the Consultant's professional standard of care. Any certification which is reasonably requested, shall be based on the Consultant's professional judgement, and Consultant shall not be required to certify any fact or condition which the Consultant cannot reasonably ascertain.
10. **Delays:** The Client agrees that the Consultant is not responsible for damages arising directly or indirectly from delays in completion of the contract caused by: acts of God; acts or omissions by Client; acts or omissions Client's agents, employees and/or independent contractors; stormy, rainy or inclement weather; labor trouble; acts or omissions of public utilities, public bodies, or inspectors; failure/delay of the issuance of all necessary permits within a reasonable length of time; discovery or existence of mold, asbestos, lead or any other hazardous materials; changes requested by Client, Contractor, Owner, Architect, Interior Designer and/or their agents, employees and representatives; Client's failure to make timely payments as stated herein; funding of loans or disbursement of funds into control or escrow; inability to secure material and supplies; lack of communication by the Client, Contractor Owner, Architect or other contingencies unforeseen by the Consultant or beyond the Consultant's reasonable control, whether similar or dissimilar to any of the foregoing. The Consultant shall be entitled to compensation for any delay beyond its control, including additional time to complete the contract and for any resulting direct or indirect costs.
11. **Force Majeure:** Neither party shall be in default hereunder by reason of any unanticipated delay in the performance of any obligation under this Contract where such delay arises out of any cause beyond the reasonable control and without the fault or negligence of such party. Such clauses include without limitation, storms, floods, other acts of nature, fires, epidemic, pandemic, quarantine restrictions or similar shut-down or shelter-in-place orders of governing authorities, explosions, riots, war or civil disturbance, strikes or other labor unrests, embargoes and other governmental actions or regulations that would prohibit either party from ordering or furnishing products and materials or from performing any other aspects of the obligations hereunder, delays in transportation and inability to obtain necessary supplies or materials, or any other events or circumstances not within the reasonable control of the party affected, whether similar or dissimilar to any of the foregoing.
12. **Dispute Resolution:** Claims or dispute arising from services provided by the Consultant or under the terms of this Agreement, as a condition precedent to litigation, the parties agree to meet to attempt to informally resolve the claim or dispute. This shall take place at a mutually agreed upon place in San Diego County, CA within (10) calendar days of written notice of one party to another to negotiate a solution.

If the dispute is not resolved through negotiation, the parties shall, within fifteen (15) calendar days of failed negotiations, submit to nonbinding mediation through ADR Services, Inc. located in San Diego, California. The parties shall mutually select a mediator from ADR Services' neutrals to facilitate negotiations. The mediation shall take place at ADR Services' office in San Diego, California or virtually, and shall be completed within sixty (60) days of a written demand by either party. The parties agree to share equally in the cost of mediation.

Should mediation fail, the parties agree to binding arbitration through ADR Services, Inc. in San Diego, California and under ADR Services' Arbitration Rules as of the date of commencement. This arbitration, which shall be conducted in accordance with California Code of Civil Procedure section 1280 et seq. must take place at ADR Services, Inc.'s office in San Diego, CA; must be commenced within thirty (30) calendar days of the failure of mediation; and shall be completed within 120 days of commencement.

The Client and Consultant agree to include similar agreements with all contractors, subcontractors, subconsultants, suppliers and fabricators, providing for negotiations as the primary method for dispute resolution among all parties.

If ADR Services Inc. is not available or is unable to accommodate the agreed upon conditions for mediation and arbitration, the parties agree that Judicate West shall administer the mediation and arbitration pursuant to the Commercial Arbitration Rules. Notwithstanding the above, the Consultant may file any legal action necessary to protect and prevent waiver of its rights and interests (i.e., lien rights, Stop Payment Notice enforcement, etc.) prior to and without waiving its right to demand mediation/arbitration. Further, neither party is precluded from filing a Small Claims action in San Diego County, CA in lieu of mediation and arbitration, but as a condition precedent, must first endeavor to resolve the dispute informally through a meeting as stated herein.

13. **Attorneys' Fees:** The Client is responsible for all fees and costs incurred by the Consultant for collection efforts. In the event of any arbitration or litigation relating to the interpretation, subject matter, performance or breach of this Agreement, the non-prevailing party shall reimburse the prevailing party for all reasonable costs and expenses of arbitration or litigation, including but not limited to attorneys' fees, expert witness fees, etc.
14. **Governing Law and Jurisdiction:** The Client and the Consultant agree that this Agreement and any legal actions concerning its

validity, interpretation and performance shall be governed by the laws of California without regard to any conflict of law's provisions, which may apply the laws of other jurisdictions. It is further agreed that any legal action between the Client and the Consultant arising out of this Agreement, or the performance of the services shall be brought in Superior Court of California in San Diego County or a court of competent jurisdiction in San Diego County, California. To the extent any provision in this Agreement conflicts with the Client's other project-related contracts, the terms of this Agreement shall control.

15. **Indemnification and Exculpation :** The Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Consultant against damages, liabilities, expenses, penalties, fines, claims, attorney fees and costs (whether for property damage, economic loss, or bodily injury or death including injury to the Client's employees) to the extent caused by or arising from, the project, the Consultant's performance of professional services under this Agreement OR that of its subconsultants or anyone for whom the Consultant is legally liable. Furthermore, with respect to any existing system, the Consultant shall not be held liable for any damages, expenses, penalties, fines, claims, or incidents arising from the existing system previously designed and/or installed by others. It is not the intent of the parties that Consultant's providing any services under this Agreement has any obligation to address, evaluate, or correct any work, advice, services, installations, systems, opinions, or actions by others, or lack thereof, or to take on or assume any associated risk.
16. **Information Provided by Others:** The Client shall furnish all information, requirements, reports, data, survey, and instructions required by this agreement. The Consultant may use such information, requirements, reports, data surveys and instructions in performing its services and is entitled to rely upon the accuracy and completeness thereof.
17. **Limitations of Liability:** The Client agrees that no deductions shall be made from Consultant's compensation on account of penalty, liquidated damages, or other amounts withheld from payments to third parties. In recognition of the relative risks, rewards and benefits of the project to both the Client and the Consultant, the risks have been allocated such that the Client agrees that, to the fullest extent permitted by law, the Consultant's total liability to the Client for any and all injuries, claims, losses, expenses, attorney fees, penalties, fines, statutory or regulatory violations, damages or claim expenses arising out of this agreement from any cause or causes, shall not exceed the greater of this fee or limits of the Consultants insurance policy.
18. **Ownership of Documents:** All documents produced by the Consultant under this Agreement shall remain the property of the Consultant and may not be used by the Client for any other endeavor without the written consent of the Consultant.
19. **Replacement of the Consultant:** If the Consultant for any reason is not allowed to complete all the services called for by this Agreement, Client agrees the Consultant shall not be held responsible for the accuracy, completeness or constructability of the construction documents prepared by the Consultant if used, reused, changed, or completed by the Client or by any other party. Accordingly, the Client agrees, to the fullest extent permitted by law, to indemnify, defend, and hold harmless the Consultant, its principals, shareholders, officers, directors, employees and subconsultants (collectively, Consultant) in accordance with the Indemnity provision promised by the Client in Paragraph "Indemnification and Exculpation" of the Terms and Conditions.
20. **Survivability:** The provisions of this agreement shall survive the completion of services and the scope of services.
21. **Termination of Services:** This agreement may be terminated by the Client, or the Consultant should the other party substantially fail to perform its obligations hereunder. In the event of termination, the Client shall pay the Consultant for all services rendered to the date of termination, all reimbursable expenses, and reimbursable termination expenses.
22. **Performance of Services:** It is understood that the consultant shall be given ample and reasonable time to complete tasks under this Agreement. The risks, liabilities, errors, and omissions potentially associated with work performed in abbreviated time frames dictated by the Client, or others, are not the responsibility of the Consultant.
23. **Third-Party Beneficiaries:** Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or the Consultant. The Consultant's services under this Agreement are being performed solely for the Client's benefit, and no other party or entity shall have any claim against the Consultant because of this Agreement or the performance or nonperformance of services hereunder. The Client and Consultant agree to require a similar provision in all contracts with contractors, subcontractors, subconsultants, vendors and other entities involved in this Project to carry out the intent of this provision provided that their failure to do so shall not negate this provision.
24. **Value Engineering:** If the Client retains the services of a Value Engineer (VE) or allows the General Contractor or any of his or her subcontractors to function as a VE to review the Construction Documents prepared for this project by this Consultant, it shall be at the Client's sole expense and shall be performed in a timely manner so as not to delay the orderly progress of the Consultant's services. All recommendations of the VE shall be given to this Consultant for their review, and adequate time will be provided for

consultant to respond to these recommendations. The Consultant shall be compensated for its Additional Service, as provided for herein, for all time spent to review the recommendations of the VE and to incorporate those recommendations accepted in writing by both the Client and the Consultant. If the Consultant objects to any recommendations made by the VE, the Consultant shall so state in writing to the Client, along with their reasons for objecting. If the Client insists on incorporating in the Construction Documents any changes to which the Consultant has objected in writing, the Client agrees to indemnify and hold the Consultant harmless under the indemnity provision set forth at Paragraph "Indemnification and Exculpation".

25. **Application of TERMS AND CONDITIONS Prior to The Execution of This Agreement** - If the Consultant has performed any services, or rendered any advice for, on or at the project prior to the execution of this Agreement, the Client agrees, in consideration of the Consultant's executing this Agreement, that these Terms and Conditions shall be treated as having been in effect from the point of the Consultant's initial services, or other performance for on or at the project, until the execution of this Agreement (and thereafter).
26. **Unauthorized Changes to Documents:** In the event the Client consents to, allows, authorizes or approves of changes to the Construction Documents, and these changes are not approved in writing by Consultant, the Client recognizes that such changes and the results thereof are not the responsibility of consultant. Therefore, the Client agrees to release Consultant from any liability arising from the construction, use or result of such changes. In addition, the Client agrees to indemnify and hold Consultant pursuant to the provisions of the Indemnity promised above by the Client in these Terms and Conditions at Paragraph "Indemnification and Exculpation".
27. **Photographs, Pictures, Videos, and other media:** Any media taken for, by, or on behalf of Consultant are the sole property, title, interest, and copyright of Consultant whether film, digital, or other media. They may be used unrestricted and unhindered, without any such permission(s) from any other party, and may be edited, altered, touched up, and copied, and for any such purpose including, but not limited to, marketing, brochures, handouts, website(s), social media, online, publicity, illustration, advertising, publications, blogs, or the likes. They may be used for the financial gain of consultant, without any compensation, paybacks, privileges, or rights regardless of any person, subject, or property shown or indicated in or on the media.
28. **Notices:** All notices under this Agreement shall be given by the noticing party to the other party at the address referenced above in this Agreement. Notices shall be given by personal delivery in which case they are effective on receipt by the receiving party, or by Certified Mail Return Receipt Requested, postage pre-paid, in which case the Notice is effective three business days from the date of the mailing of the Notice.

August 7, 2026

EXHIBIT "A"

**SCOPE OF WORK
SURVEY & CIVIL ENGINEERING SERVICES
Oceanside Friends of the Library and READ Literacy Program
OCEANSIDE, CALIFORNIA**

The following scope of work for Surveying and Civil Engineering Services is being provided for the proposed improvement of an existing commercial building located at 615 Mission Avenue, Oceanside, CA 92054. The City of Oceanside's real estate group is purchasing this building to house the Friends of the Library bookstore and the READ's literacy program.

Latitude 33 Planning and Engineering (Latitude 33) will be assisting the Architect (FPBA) and the City of Oceanside to obtain the necessary approvals and permits from the AHJ for the design and construction of the site improvements. The improvements are expected to include improvement of two (2) new Accessible parking stalls with a shared access aisle providing access to the sidewalk along N. Ditmar Street and the installation of a new Electrical Room with access to N Ditmar Street. Below are the anticipated phases and duration of the work to be performed:

- Construction Documents (6 weeks)
 - Topographic Survey
 - Construction Documents
- Plan Check (10-12 weeks)
- Construction (16 weeks)

Latitude 33 believes the scope contained herein is comprehensive to achieve the goal of obtaining the necessary permits for construction. Based on this understanding, detailed Civil Engineering services have been further described below.

TASK 1: CONSTRUCTION DOCUMENTS

TASK 1-1: Topo Survey: Provide ground survey to verify perimeter elevations, existing conditions, and existing spot elevations around the project development extents to aid in preparation of final engineering base file. This task is anticipated to consist of a maximum of 8 hours for a 2-person crew, at required prevailing wage rates. This item includes 8 hours for survey technician processing the above-noted topographic survey data and generating a composite base file. Additional days/hours of required labor may incur additional scope and fee.

TASK 1-2: Construction Document Plans (100% CD): This line item is for services to create plans that will be part of a larger architectural package to the Owner/Design Team for review. This line item is under the assumption that to commence design and plan preparation the architect (FPBA) will issue one site plan in



AutoCAD (.DWG Format) with no major revisions.

- A. Demolition Plan:** Prepare a demolition plan at 1" = 20' scale reflecting the removal of site improvements and landscape areas. Plan will show limits of work for new construction, and protection of existing features to remain on-site.
- B. Precise Grading Plan:** Prepare a precise grading plan at 1" = 20' scale reflecting the precise grades of the surface improvements and parking areas around the buildings. This plan will detail graded contours at 1-foot intervals; spot elevations at transitional curb and pavement locations, pedestrian walkways, grade breaks, building finished floor elevations, and private drainage improvements (if needed).

Note: Latitude 33 will assist the project architect in the design of ADA accessible paths of travel. Latitude 33 is not responsible for establishing accessible paths through the site and to site facilities; but will assist in calculating required grades at ADA paths, ramps, and parking stalls. Accessible paths shall be designed to a gradient not greater than 0.5% less than the maximum allowed by the governing code (as provided by the project architect) to the extent practical.

Note: Latitude 33 will depict the location of permanent site walls and permanent shoring walls within the grading plan, showing top of wall and top of footing elevations as they relate to the overall grading of the site. Latitude 33 is not responsible for the design of any on-site walls, this will be done through either the Contractors Shoring Sub-Contractor or through the project Structural Engineer.

- C. Horizontal Control/Pavement Plan:** Prepare a horizontal control plan at 1"=20' scale for the building and surface improvements. This includes but is not limited to: Parking stalls, drive aisles, site paving, walkways (from landscape architect), building footprints, and fire lanes. This plan will also depict typical parking stalls details, curb ramp details, curb data tables, site dimensions, control points and other information deemed necessary for construction. This plan will also depict parking lot striping and accessible details and locations supplied by the Architect, pavement and hardscape location and sections. Areas will reflect hatching that matches a corresponding section or detail. Pavement
- D. Meetings and Coordination (CD):** This line item supports meetings and coordination with FPBA/AHJ and the remainder of the design team for the Design Development phase of the project. Includes time to attend up to three (3) 1-hour virtual design meetings attended by up to two staff (6 total hours), as well as coordination with design consultants and other items related to the design of the project (6 total hours). Budget includes 12 total hours.

TASK 2: PLAN CHECK

TASK 2-1: Permitting (100% CD)

- A. **Building Permit Processing:** Provide services to address AHJ comments on the Construction Documents submitted as part of the larger Architectural Package. Includes coordination with FPBA/AHJ staff and the Design Team to address minor comments to achieve permit issuance.

TASK 3: CONSTRUCTION

TASK 3-1: Construction Administration

- A. **Construction Administration:** Attend construction meetings, address contractor RFI's, coordinate with AHJ/Team inspector, provide general plan interpretation, and facilitate plan/document requests. A budget of twenty-four (24) hours is estimated for an estimated 53-week construction duration. This service includes attendance of up to two (2) 1-hour OAC meetings attended by up to two Latitude 33 staff.

TASK 3-2: Closeout/Record Drawings

- A. **Record Drawings (CDs):** Prepare a conformed set of the Building Permit plans and provide final site inspection (punch walk), and Civil punch list after the completion of construction.

REIMBURSABLE COSTS

Reimbursable costs for computer plotting of drawings, blueprinting, copying, delivery services, mileage, parking overnight delivery services and other miscellaneous direct costs will be billed on a time and materials basis at cost plus 15 percent. A Not-to-Exceed (NTE) budget for Reimbursable Costs has been included in the Budget Summary.

STATEMENT OF EXCLUSIONS AND CLARIFICATIONS

1. This scope of work assumes the following schedule:
 - a. **TI/SITE IMPROVEMENTS:**
 - i. Construction Documents (6 weeks)
 - ii. Plan Check (10-12 weeks)
 - iii. Construction (16 weeks)
2. This scope excludes any discretionary permits. If the AHJ requires discretionary approval of the project, a separate authorization will be required.
3. This scope excludes any Right-of-Way permits. If the AHJ requires any work within the ROW, a separate authorization will be required.
4. This scope of work assumes that the existing drainage system will be utilized as the downstream storm drain connection point. If the AHJ requires redesign or further validation of the original

storm drain system as part of the T.I./Site Redevelopment scope, additional authorization may be required.

5. This scope assumes the project will be designed and constructed in a single phase and that no phasing plans will be provided.
6. It is understood that the project is not located within a floodplain or flood way.
7. It is assumed that all water, sewer, and storm drain facilities existing within or very near the site areas are of sufficient capacity to service the proposed project unless previously noted. Studies to evaluate sewer, water, and storm drain outside of the area denoted in this proposal are not included.
8. Work specifically excluded from this scope of work includes the following items:
 - Landscape and Irrigation Design/Plans;
 - Soils/Geotechnical Engineering Investigation/Reports/Design ;
 - Pavement Design/Calculations (eg: traffic index, joint layout, structural sections)
 - Boundary Survey (topographic survey only for accessibility upgrades);
 - Grading Permit;
 - Structural Engineering Design/Details/Plans;
 - Title reports, processing fees, permit fees or inspection fees;
 - Environmental services including coordination of Agency permits;
 - Architectural Design/Drawings/Details;
 - Photovoltaic System Design;
 - Mechanical, Plumbing, and Electrical/Telecommunication Engineering;
 - Fire Protection Engineering;
 - Shoring Plans;
 - Monument Signs;
 - Utilities assessments/Studies;
 - Dry Utilities Design/Plans/Details (eg: gas, electrical, telecommunication, lighting, security, other);
 - Special Utilities Design/Plans/Details (eg: steam, hydronic, other);
 - Design milestones in excess of what is specifically included;
 - Mapping;
 - Record of Survey;
 - Corner Record.

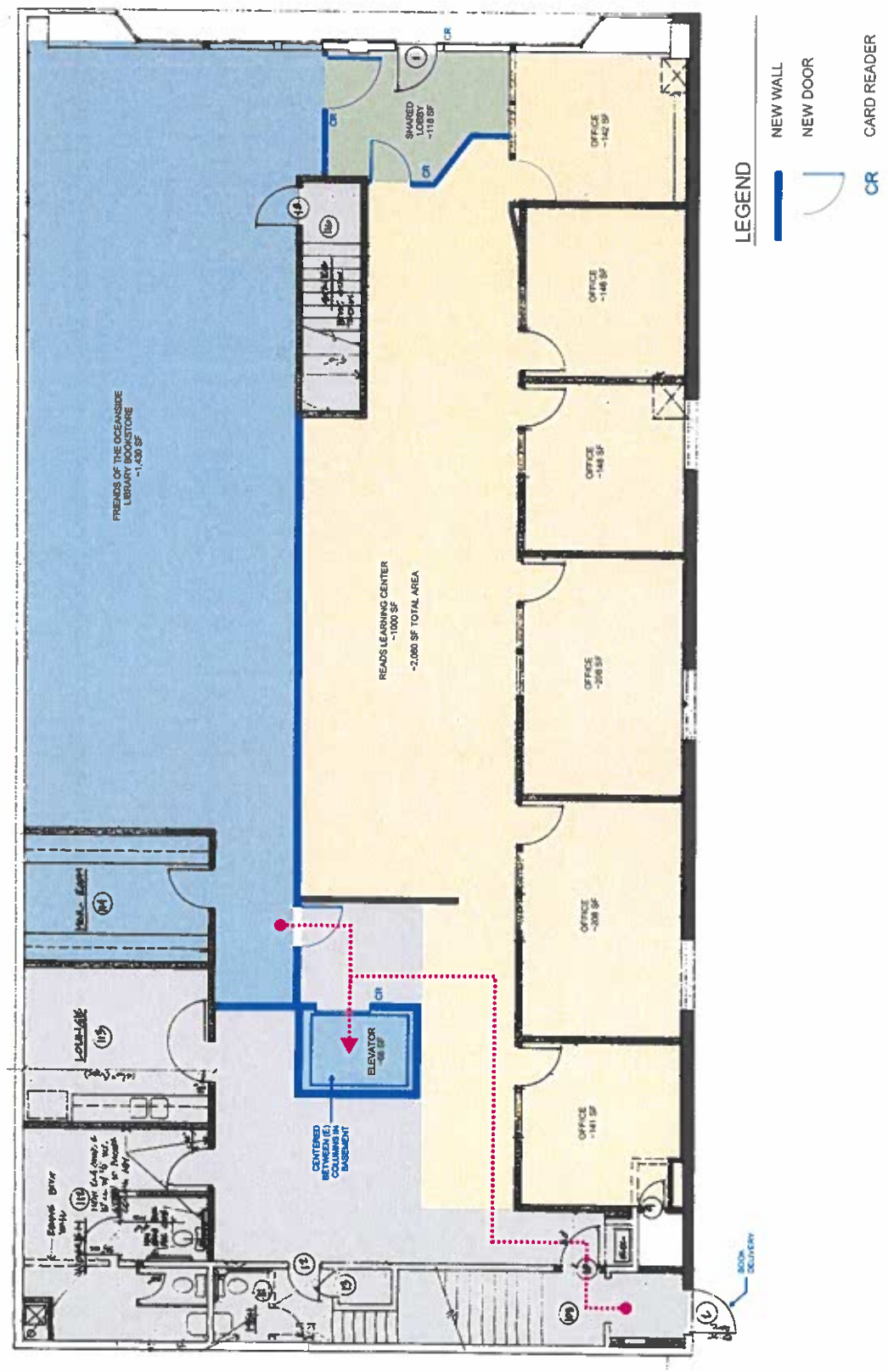
**FEE ESTIMATE
 for
 OCEANSIDE FRIENDS OF THE LIBRARY AND READ LITERACY PROGRAM**

<i>City of Oceanside - Friends of the Library and READ Literacy T.I.</i>	
TASK 1 - CDs	
Topographic Design Survey (limited boundary, easements, ALTA)	\$7,500
Construction Documents (incl. Mtg & Coordination time)	\$7,500
Total Task 1 Services	\$15,000
TASK 2 - PLAN CHECK	
Plan Revisions and Comment Responses	\$3,000
Total Task 2 Services	\$3,000
TASK 3 - CONSTRUCTION	
Construction Administration	\$2,000
Closeout / Record Drawings	\$1,500
Total Task 3 Services	\$3,500
Total	\$21,500
REIMBURSEABLE EXPENSES (not to exceed budget)	\$ 500

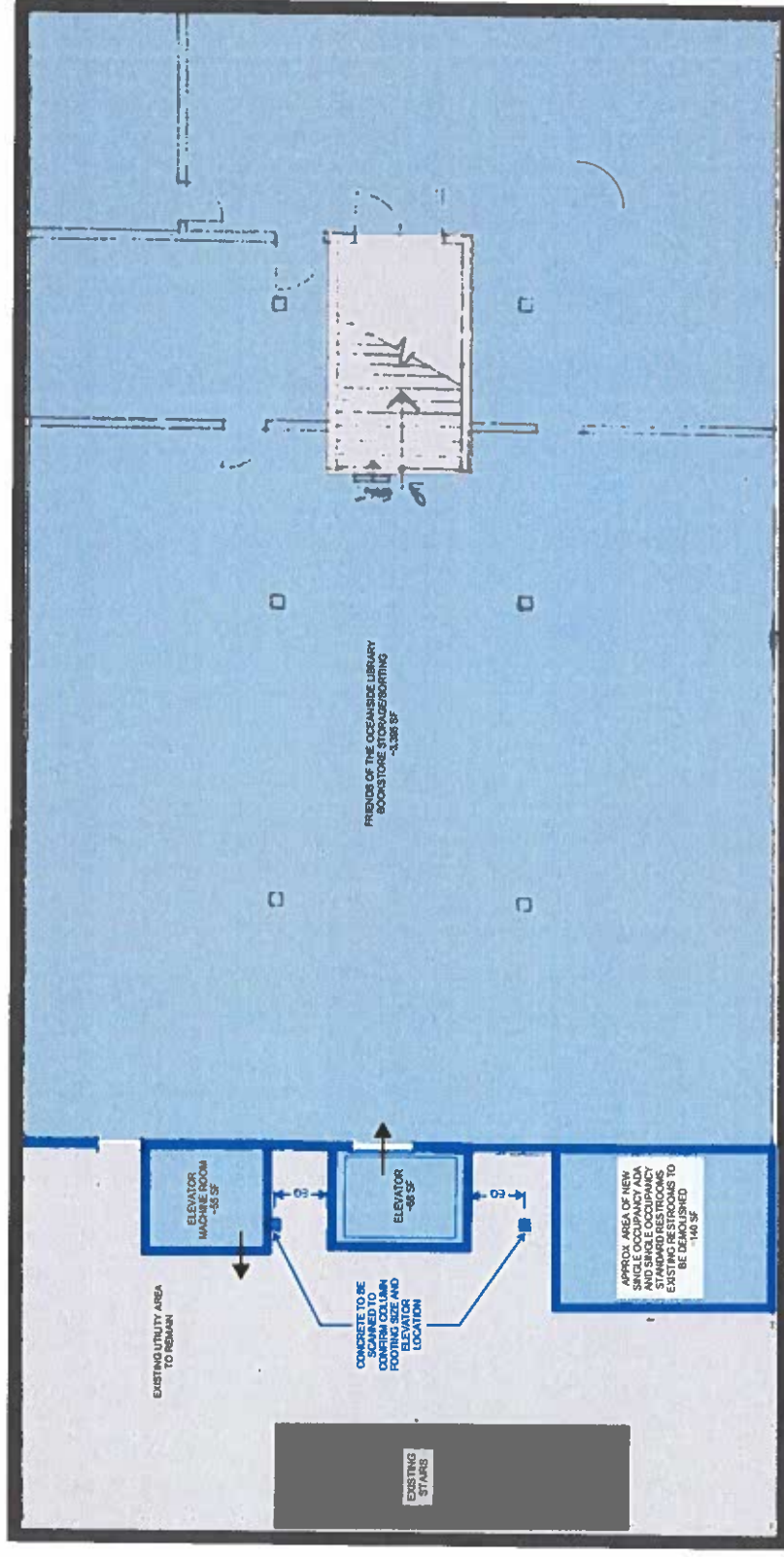


CITY OF OCEANSIDE
615 MISSION AVE. BLOCK PLANS

BLOCK PLAN | 615 MISSION AVE. - GROUND FLOOR



BLOCK PLAN



LEGEND

NEW WALL

NEW DOOR

CARD READER