

Document no. 23-D0814-1  
12/20/20203 (11)

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

**PROJECT: Project Consulting Services for Police Facilities Needs Assessment  
CIP19-00018**

THIS AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT (hereinafter "Amendment"), dated Dec. 20, 2023 for identification purposes, is made and entered into by and between the CITY OF OCEANSIDE, a municipal corporation, hereinafter designated as "CITY", and LPA, Inc., hereinafter designated as "CONSULTANT."

**RECITALS**

WHEREAS, City and Consultant are the parties to that certain Professional Services Agreement dated September 15, 2020, and Amendments 1 and 2, dated March 10, 2021 and August 15, 2022, respectively, hereinafter referred to as the "Agreement", wherein Consultant agreed to provide certain services to the City as set forth therein; and

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

**AMENDMENT**

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

1. Section 1, SCOPE OF WORK, is hereby amended as follows and as included in CONSULTANT'S attached proposal dated October 2, 2023:
  - a. Update cost estimated based on changes to the design development plans necessary to reduce the overall cost of the project for a not-to-exceed amount of \$7,500.
2. Section 8, COMPENSATION, is hereby amended to provide that the total compensation for all work performed in accordance with this amendment shall not exceed \$7,500, and for a total compensation under the Agreement not to exceed ~~\$178,825.~~ **\$307,075**

## Project Consulting Services for Police Facilities Needs Assessment

**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.

LPA, Inc.

By: 

Jon Mills  
Chief Operations Officer

Date: 

By:

James A. Kelly  
Principal Executive Vice President

Date: 12-6-23

95-2693579  
Employer ID No.

CITY OF OCEANSIDE

By: 

Jonathan Borrego  
City Manager

Date: 12/22/23

APPROVED AS TO FORM:

  
City Attorney

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

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

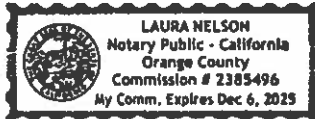
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )  
 County of Orange  
 On December 6, 2023 before me, Laura Nelson, Notary Public,  
 Date Here Insert Name and Title of the Officer  
 personally appeared James A. Kelly and Jon Mills —  
 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.



Signature Laura Nelson  
 Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**

Title or Type of Document: City of Oceanside Amendment 3 to Professional Service Contract  
 Document Date: 12/6/23 Number of Pages: 2  
 Signer(s) Other Than Named Above: Jonathan Borrego

**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: \_\_\_\_\_



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October 2, 2023

Brian Thomas, PE, City Engineer  
CITY OF OCEANSIDE  
300 North Cost Hwy  
Oceanside, CA 92054

Re: OPD Needs Assessment Project Additional Service Request  
LPA Project No. 3022010

Dear Mr. Thomas:

Following our meeting on September 26, 2023, regarding potential value engineering studies and scope changes for the Oceanside Police Department, LPA has received a proposal from our Cost Estimator to provide an update to the cost estimate provided on February 22, 2023, to reflect the changes discussed.

The updated cost estimate will be based upon the updated block & stack diagrams for a 3-Story Police Department located on grade, without a basement. All the project parking will be at grade surface parking. There will not be a parking structure.

Finally, the midpoint of construction will be adjusted to reflect a 20-month construction schedule with a construction start date in August of 2020. Project escalation will be based upon this schedule.

The fee for the work identified in above will be \$7,500.

- I. HLCM - Cost Estimator: \$5,650
- II. LPA Coordination & Meetings: \$1,850

If you need any clarifications or have any questions, please don't hesitate to let us know.

Sincerely,

LPA, Inc.

A handwritten signature in black ink, appearing to read "J. Hart", is written over a horizontal line.

Jeremy Hart, AIA  
Director of Civic + Cultural  
Principal

cc: