

**CITY OF OCEANSIDE  
AMENDMENT NO. 5 TO  
PROFESSIONAL SERVICES AGREEMENT**

**PROJECT: Project Consulting Services for Police Facilities Needs Assessment**

THIS AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT (hereinafter "Amendment"), dated April 24, 2024 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, hereinafter referred to as the "Agreement", wherein Consultant agreed to provide certain services to the City as set forth therein;

WHEREAS, the parties desire to amend the Agreement to provide for changes and/or modifications to 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 to modify Phase II Scope of Work as follows and as included in CONSULTANT'S attached proposal dated February 28, 2024:
  - a. Prepare preliminary plans and cost estimate for the conversion of Building B at the City Operations Center from the existing Hobie Cat manufacturing site into a functional Police Firearms Proficiency Range, Public Safety Training, and Weapons Maintenance building in accordance with the attached Proposal for a not-to-exceed amount of \$156,000.
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 \$156,000, and for a total compensation under the Agreement not to exceed ~~\$441,995~~ **\$570,245**
3. Except as expressly set forth in this Amendment, the Agreement shall remain

## Project Consulting Services for Police Facilities Needs Assessment

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.

[INSERT NAME OF CONSULTANT]

By:   
Jon Mills  
Chief Operations Officer

Date: 3/28/2024

By:   
James A. Kelly  
Principal Executive Vice President

Date: 3/28/24

95-2693579  
Employer ID No.

CITY OF OCEANSIDE

By:   
Jonathan Borrego  
City Manager

Date: \_\_\_\_\_

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 March 28, 2024

before me,

Laura Nelson, Notary Public

Here Insert Name and Title of the Officer

personally appeared

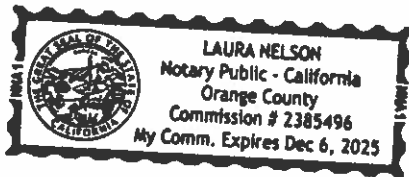
Jon Mills and James Kelly

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 No 4 to professional Service Agreement

Document Date: 03/28/2024

Number of Pages: \_\_\_\_\_

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: \_\_\_\_\_



SCOPE OF SERVICES

OCEANSIDE PD - RANGE BUILDING  
2/28/2024

Client: City of Oceanside

Contact: Mr. Brian Thomas  
City Engineer  
300 North Coast Hwy.  
Oceanside, CA 92054  
(760) 435-5074  
[BThomas@oceansideca.org](mailto:BThomas@oceansideca.org)

Project: Oceanside PD Range

Location: 4925 Oceanside Blvd,  
Oceanside, CA 92056

Architect: LPA, Inc. "LPA"

Contact: Jeremy Hart, AIA  
Principal  
Director of Civic + Cultural  
5301 California Ave, Suite 100  
Irvine, CA 92617  
(949) 701-4046  
[jhart@lpadesignstudios.com](mailto:jhart@lpadesignstudios.com)

PROJECT DESCRIPTION

The proposed project consists of the renovation of an existing industrial warehouse building to accommodate Firearms Proficiency Range, Public Safety Training, and Weapons Maintenance for the Oceanside Police Department. The existing building is referred to as Building B, City Operations Building (formerly Hobie Cat manufacturing facility) and is illustrated on the attached 'Exhibit A' for reference. The Firearms range plus associated program spaces are approximately 17,000 sf and are illustrated on the attached 'Exhibit B' conceptual program diagram. The site work scope consists of providing code required accessible parking, safe dispersal area, and vehicular access into the range for training purposes. A cost estimate will be provided based on completion of the Schematic Design phase of work for the Clients use to determine a budget for the project. The project schedule is attached as 'Exhibit C'.

SERVICES

	LPA	CLIENT
Survey		X
Geotechnical Study		X
Civil Engineering	X	
Landscape Architecture	N/A	
Architectural Design	X	
Interior Design	X	
Structural Engineering	X	
Mechanical Engineering	X	
Plumbing Engineering	X	
Electrical Engineering	X	
Lighting Design	X	
Low Voltage Technology	N/A	
Fire Alarm Design	X	
Fire Protection Engineering	N/A	
Signage and Graphics Design	N/A	
Cost Estimation Consultant	HLCM	
Building Systems Commissioning		X
LEED / Sustainability Consultant		X
Code Consultant		X
Waterproofing Consultant	N/A	
Acoustical Studies		X
Audio/Visual Design		X
Public Safety Planning Consultant	MWL	

PHASES

	Included	Excluded
General	X	
Pre-Design	X	
Schematic Design	X	
Design Development		X
Construction Documents		X
Agency Approval		X
Bidding / Negotiation		X
Contract Administration		X
Post Construction Services		X
Post Occupancy Services		X

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PROPOSED COMPENSATION

The following is the proposed compensation for the Scope of Services identified.

Phases 000 - 800:

000	General (Included below)	
100	Pre-Design:	\$18,000
200	Schematic Design:	\$137,000
TOTAL FEE:		\$155,000
Reimbursable Allowance		\$1,000

Expenses are in addition to the Service Fee and include costs for deliverables required under the agreement as part of Basic Services, typically including plotting, printing, reproduction, shipping of hard copy drawing sets at milestones for the Client and agency review, for example, and mileage for the travel of the design team to the project or the Client location for required project meetings. They typically average about two percent of the design fee and are billed on a progress completion, as-incurred basis.

Reimbursable expenses are in addition to the base compensation and typically run approximately 5% of a total project fee. The reimbursable allowance will be billed only to the extent used, and typically include items requested by the Client such as additional hard copy milestone review sets, in quantities over and above the minimum number of sets required under the agreement. These expenses are invoiced at cost plus ten percent as incurred.

Hourly Rates: In the event Additional Services are warranted due to a change in the project scope, LPA shall submit a proposal to the Client for review and approval prior to proceeding with the services. Where possible, LPA shall submit a fixed fee proposal, but LPA may, at the Client's option, perform services to be invoiced on an hourly basis. In that scenario, the following hourly rates will apply for professional service fees:

BASIC HOURLY RATES

Role	Rate
Principal	\$295.00
Discipline Director	\$260.00
Project Director	\$250.00
Project Leader	\$200.00
Design Coordinator II	\$170.00
Design Coordinator I	\$145.00
Designer III	\$135.00
Designer II	\$120.00
Designer I	\$110.00
Intern	\$85.00
Support Roles	
Director	\$250.00
Manager	\$165.00
Senior Specialist	\$150.00
Specialist III	\$110.00
Specialist II	\$95.00
Specialist I	\$85.00

NOTE: These rates become effective January 18, 2024 and are subject to change annually.

Billing / Payment: LPA shall invoice the Client monthly for a percentage of the work completed consistent with the terms of the Contract. Payment is due thirty (30) days from the date of the invoice. LPA reserves the right to stop all current services and notify the Client if payment is not received within thirty (30) days.

Supplemental Services: Due to the unknown nature of the requirements for Supplemental, no specific fee has been identified. Fees may be provided by LPA, as requested by the Client and pending clarification of the deliverables.



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**BASIC SERVICES**

**000 - GENERAL**

During the project, certain activities occur in each phase. These activities, described below, are non-sequential and may not be applicable to all phases of the project. These activities include:

**001 Project Administration services including:**

- .01 Initial consultation in development of the Project.
- .02 Project-related research.
- .03 Conferences and meetings, including meeting minutes.
- .04 Communications.
- .05 Travel time.
- .06 Progress reports.
- .07 Direction of the services of in-house personnel.

**002 Disciplines Coordination/Document Checking services consisting of:**

- .01 Coordination between LPA's services and the services of engineering and other involved disciplines for the Project.
- .02 Review and checking of documents prepared for the Project.

**003 Agency Consulting services including:**

- .01 Agency consultations.
- .02 Research of critical applicable regulations.
- .03 Preparation of written and graphic explanatory materials.
- .04 Appearances on the Client's behalf at agency meetings.

**004 Furniture Integration basic services. To provide enhanced value to our clients and deliver better results, we will provide the following Programming, Design and Coordination services integrated as part of the project and delivered throughout the design phases of the project:**

- .01 Lead and prepare furniture planning, ideation and concepts, focused on establishing design concepts to support functionality, quality, look, feel and overall project experience.
- .02 Facilitate planning, design, material compatibility, and infrastructure

coordination with Client and/or Client-provided furniture vendor, including:

- a. Space planning with generic furniture symbols to develop space utilization, design concepts and compliance with the project Program.
- b. Recommend and provide feedback on products and materials to align with the established vision and design intent, including review and alignment with existing Client-established furniture standards or design guidelines.
- c. Review vendor's furniture plans for coordination with architectural and infrastructure/systems drawings. Vendor is responsible for field verification and coordination with contractor.

**100 - PRE-DESIGN**

In the Pre-Design Phase, LPA shall provide those services necessary for LPA to assist the Client in establishing program, conceptual design, budgetary, and scheduling requirements for the Project prior to beginning design. The following descriptions shall apply to those services.

**101 Programming services required to establish the following detailed qualitative and quantitative requirements for the Project:**

- .01 Design objectives and criteria.
- .02 Space requirements.
- .03 Space relations.
- .04 Number and functional responsibilities of personnel.
- .05 Flexibility and expandability.
- .06 Special equipment and systems.
- .07 Site programming requirements.

**102 Existing Facilities Assessment services consisting of researching, assembling, reviewing, and supplementing information for Projects involving alterations and additions to existing facilities or determining new space usage in conjunction with a new building program and including:**

- .01 Photography.
- .02 Field measurements.
- .03 Review of existing design data.

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- .04 Analysis of existing structural, electrical, mechanical, and plumbing capabilities.
- .05 Review of existing drawings for critical inaccuracies, and the development of required measured drawings.
- .06 Creation of digital drawings in AutoCAD or Revit format to become Basis of Design going forward.

**103 On-site Utility Studies** services consisting of establishing requirements and preparing initial designs for on-site:

- .01 Electrical service and distribution.
- .02 Gas service and distribution.
- .03 Water supply and distributions.
- .04 Site drainage.
- .05 Sanitary sewer collection and disposal.
- .06 Storm water quality requirements.
- .07 Central-plant mechanical systems.
- .08 Fire systems.
- .09 Site illumination.
- .10 Communications systems.

**104 Summary of Deliverables:**

- .01 Program.
- .02 Existing Facilities assessment.
- .03 Utility Studies.

**200 – SCHEMATIC DESIGN**

In the Schematic Design Phase, LPA shall provide those services to prepare Schematic Design Documents consisting of drawings and other documents illustrating the general scope, scale, and relationship of Project components for approval by the Client or on program requirements provided by the Client and reviewed and agreed upon by LPA. The following descriptions shall apply to those services.

**201 Architectural Design/Documentation** services responding to program requirements and consisting of preparation of:

- .01 Conceptual site, floor, roof, and reflected ceiling plans.
- .02 Preliminary sections and elevations.
- .03 Preliminary selection of building systems and materials.
- .04 Perspective sketch(es).
- .05 Study model(s).
- .06 General information including sheet index and code analysis.

- .07 Demolition plans (where appropriate).

**202 Structural Design/Documentation** services consisting of recommendations regarding basic structural materials and systems, analyses and development of conceptual design solutions include the following specific services:

- .01 Evaluation of existing facility for code required seismic upgrades, as necessary.
- .02 Development of a recommended structural system based on cost, efficiency, performance, and constructability.
- .03 Preliminary gravity and seismic analysis as needed to assess the feasibility of considered structural systems.
- .04 Conceptual foundation, floor, and roof plans (consisting of drafted plans and/or hand sketches).

**203 Mechanical and Plumbing Design/Documentation** services consisting of consideration of alternate materials, systems and equipment, and development of conceptual design solutions for:

- .01 Heating, ventilating and air conditioning.
- .02 Plumbing.
- .03 Fire protection (risers).
- .04 General exhaust systems.
- .05 General space requirements.
- .06 Conceptual drawings including legends and schedules, demolition plans (if applicable), mechanical and plumbing floor, roof, and zoning plans.

**204 Electrical Design/Documentation** services consisting of consideration of alternate systems, recommendations regarding basic electrical materials, systems and equipment, analyses, and development of conceptual design solutions for:

- .01 Preliminary utility coordination
- .02 Power service and distribution.
- .03 Lighting.
- .04 Fire detection and alarms.
- .05 Special electrical systems (if applicable).
- .06 Emergency and standby power systems (if applicable).
- .07 General space requirements.
- .08 Conceptual drawings including lead sheets, demolition plans (if applicable),

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- site distribution plan, single line diagram, floor plans and enlarged plans.
- .09 Low Voltage Technology including communications, structured cabling, electronic safety and security, and fire alarm.
- 205 Civil Design/Documentation services** consisting of development of conceptual design solutions for site components. Off-site areas, areas outside of the property line, city sidewalks, and areas within the public Right of Way are not included. Design solutions will be developed for the following:
- .01 Review the aerial and ground survey provided by the Client, except where indicated elsewhere that LPA is to provide.
- .02 Utilizing the aerial and ground survey, compile a base map.
- .03 Utilizing Client and/or Agency-provided as-builts and/or Index Maps, compile a base map of existing utilities.
- .04 Conceptual Grading and Drainage Plan.
- .05 Conceptual Composite Utility Plan.
- .06 Conceptual Storm Water Quality Plan.
- .07 Conceptual demolition plan (if applicable).
- 206 Landscape Design/Documentation – Excluded**
- 207 Interior Design/Documentation services** consisting of space allocations and utilization plans based on functional relationships, consideration of alternate materials, systems and equipment and development of conceptual design solutions for architectural, mechanical, electrical and furniture and equipment requirements to establish:
- .01 Space planning, partition and furnishings' locations, and furniture and equipment layouts.
- .02 Material and color selections and coordination.
- .03 Adaptation of mechanical, electrical, and other building systems to meet tenant needs.
- 208 Materials Research/Specifications services** consisting of:
- .01 Identification of potential materials, systems and equipment and their criteria and quality standards consistent with the conceptual design.
- .02 Review of availability and suitability of alternative materials, systems, and equipment.
- .03 Development of a written narrative Basis of Design (outline specifications).
- 209 Building Information Modeling (BIM)** consisting of:
- .01 Schematic Design drawings for all disciplines (except as noted) will be prepared utilizing Autodesk's REVIT BIM software to Level of Development (LOD) 100.
- .02 Civil drawings will be prepared using Autodesk's Civil3D software.
- .03 Landscape drawings will be prepared using Autodesk's AutoCAD software.
- 210 Project Development Scheduling services** consisting of reviewing and updating previously established Project Schedules or initial development of Project schedules (if not previously established) for decision-making, design, documentation, contracting and construction.
- 211 Statement of Probable Construction Cost** services consisting of development of a probable construction cost range for the Project based on the most recent schematic design studies, current and historic area, volume, or other unit costs, expected Project delivery process, and appropriate contingencies. This service will be provided by consultant HL Construction Management.
- 212 Summary of Meetings:**
- .01 3 staff meetings.
- .02 Presentation to Client.
- 213 Summary of Deliverables:**
- .01 Schematic Design drawings.
- .02 Basis of Design document.
- .03 Schedule.
- .04 Statement of Probable Construction Cost.
- .05 Meeting Minutes.



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**EXCLUSIONS**

The following are not included in this Scope of Services, and some, at LPA's option, may be included at additional fee upon the Client request:

- .01 Hydrology studies of off-site areas which are not tributary to the project site.
- .02 Services related to replacement and upgrade of underground facilities on public streets.
- .03 Any consultant not specifically identified.
- .04 Submittal and coordination with Caltrans, Fish and Game, Army Corps of Engineers, Flood Control, or any agency other than the city or as specifically noted.
- .05 Services related to annexation of site into City, coordination with school district, noise/air quality studies, water rights, environmental studies, agency fees and permits (NPDES, excavation, flood control, etc.), property or ROW acquisitions, extraordinary requirements placed on the project by the governing agencies, revision to plans due to planning, layout or master plan changes, wetland investigation/mitigation, capital improvement program and/or finance plan.
- .06 Potholing of existing underground utility lines.
- .07 Traffic Analysis and Traffic Engineering.
- .08 Submittal(s) fees.
- .09 Traffic Control Plans
- .10 Intersection Traffic Signal Design.
- .11 Construction staking services and grade verifications.
- .12 Aerial and Ground Survey.
- .13 Boundary Survey.
- .14 Record of Survey.
- .15 ALTA/ASCM Land Title Survey.
- .16 Off-Site Improvements.
- .17 Encroachment Plans.
- .18 Offsite utility line relocation or adjustments.
- .19 Environmental/EIR or biological services.
- .20 Fountain consultant and design.
- .21 Aquatic facilities.
- .22 Relocation or undergrounding of power lines.
- .23 Underground Utility Survey.
- .24 Special Utility Permits not listed.
- .25 Easements: The abandonment, revising, or writing of easements is not included in this Scope of Services.
- .26 Mapping (Lot Line adjustments and Parcel Maps).
- .27 Geotechnical services during design and construction.
- .28 Acoustics.
- .29 Hazardous materials studies.
- .30 All street lighting, signalization, or temporary power design are excluded.
- .31 Water Quality Management Plan (WQMP).
- .32 Storm Water Pollution Prevention Plan (SWPPP) and Notice of Intent (NOI) are excluded and are anticipated to be provided by the Client.
- .33 Conditional Use Permit.
- .34 Commissioning
- .35 Enhanced Commissioning.
- .36 LEED certification and/or registration fees.
- .37 Utility incentive programs.
- .38 Permit, Plan Check, testing or any agency fees.
- .39 Rendering, flythrough, 3D graphics or other presentation, fund raising, or marketing material.
- .40 Any item not specifically noted as included in the Scope of Services.
- .41 Improvements to adjacent city streets.
- .42 Off-site engineering in all areas outside the property line.
- .43 Special disciplines consultation services consisting of retaining, directing, and coordinating the work of special disciplines consultants identified from the following list or any other sources not listed, whose specialized training, experience, and knowledge relative to specific elements and features of the Project are required for the Project:
  - a. Acoustics.
  - b. Audio-Visual.
  - c. Communications.
  - d. Computer Technology.
  - e. Construction Management.
  - f. Dry Utilities.
  - g. Ecology.
  - h. Economics.
  - i. Editorial.
  - j. Elevators/Escalators.
  - k. Environmental.
  - l. Fire Protection.
  - m. Food Service/Kitchen Design.
  - n. Geotechnical.
  - o. Methane.
  - p. Public Relations.

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- q. Reprographics.
- r. Safety.
- s. Security Systems Design & Engineering.
- t. Ground improvement/special foundations.
- u. Parking/Parking Structure.
- v. Transportation.
- w. Commissioning Agent.
- x. Traffic Engineer.

- 6. **ELECTRICAL:** Temporary power design is excluded.
- 7. **ENVIRONMENTAL:** Studies for area wide traffic impacts, cultural resources, stream preservation or modification, soil mitigation or clean-up, oil operations, and sensitive habitat are not included in this proposal. It is anticipated that the Client has the existing studies required.

**STANDARD ASSUMPTIONS**

The following are Scope of Services assumptions:

- 1. **CONSULTANTS:** The services of the consultants included as part of this Scope of Services will be billed at their fee plus 20% for LPA's coordination.
- 2. **RESPONSIBILITIES:** LPA will be responsible for design and documentation of the site areas as stated on this Scope of Services. Signage, street work, and any other site related engineering or reports outside this scope of work shall be by others and are not included in this Scope of Services.
- 3. **DRY UTILITY COORDINATION:** The coordination and review of designs with any outside agency for compliance with code requirements and obtaining of any necessary approvals shall be by others.
- 4. **PROJECT PHASES:** This Scope of Services assumes that the project shall be designed and installed in one phase. Additional phasing of the project shall require changes to the Construction Documentation, Bid Negotiation and Contract Administration phases of work. Additional work due to phasing of the project shall be considered as Additional Services.
- 5. **DELIVERY METHOD:** This Scope of Services assumes that the project shall be delivered using Design-Bid-Build delivery method (GC or CM At-Risk). In the event the Client selects a different delivery method i.e., Design-Build, Lease, Lease-Back, or CM Multi-Prime, changes to the Construction Documentation, Bid Negotiation and Contract Administration phases of services may be required and shall be considered as Additional Services.
- 6. **ELECTRICAL:** Temporary power design is excluded.
- 7. **ENVIRONMENTAL:** Studies for area wide traffic impacts, cultural resources, stream preservation or modification, soil mitigation or clean-up, oil operations, and sensitive habitat are not included in this proposal. It is anticipated that the Client has the existing studies required.
- 8. **OFF-SITE:** Off-site infrastructure is in place and adequate connection points for storm drain, water, and sewer are available at the project boundary (or on-site) to serve the proposed development. No studies or development of designs of utilities beyond the limit of the site are included.
- 9. **BOUNDARY:** The boundary corners for the site have been established and monumented by others.
- 10. **BASE MAPPING:** Mapping will be based on available local agency vertical datum and assumed horizontal datum, unless specifically requested otherwise.
- 11. **FLOOD PLAIN:** The site is not located within the limits of a 100-year flood plain and will not include any new regional drainage improvements. Design impacts due to flood plain issues shall be considered as Additional Services.
- 12. **GEOLOGIC CONDITIONS:** The site is suitable for building without ground improvement, deep foundations, or a structural slab-on-grade. Design impacts due to adverse site geologic conditions, including liquefaction and other site geology-related seismic hazards, shall be considered as Additional Services.
- 13. **RECORD DRAWINGS:** As-Built Information for existing sites and facilities are to be provided by the Client. At the conclusion of construction of the project, as-builts are to be provided by the Contractor. Because the amount of such is unknown, any CADD Drafting services required by the Client to translate the as-builts into Record Drawings and/or Building Information Models can be provided as an additional service on an hourly basis.

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14. **FIELD SURVEY STAKING:** Project General Contractor will provide all field survey staking, as-built survey and plans, and grading and wet utilities substantial conformance letter.
15. **MEETINGS:** Where the maximum number of meetings to be included in Architect's services is specified herein, Architect and architect's consultants agree to attend, and participate in, as many meetings as specified as part of the Basic Services. Meetings more than those specified will be billed as Additional Services.
16. **DELIVERABLES:** The preceding description of services general outlines the activities associated with executing each phase of services. The necessity for, and the extent to which, the Architect and Architect's consultants must commit time and resources to any specific activity will vary depending on the needs of the project. Consequently, the description of services does not represent a comprehensive list of deliverables.
17. **CONSULTATION AND COORDINATION:** All consultations and coordination not associated with specific meetings shall be conducting at the sole discretion of the Architect and Architect's consultants, and only as necessary for the Architect and Architect's consultants to complete the professional services of this agreement.
18. **DOCUMENTS:** Documents described in the preceding description of services shall be provided, as appropriate, for the needs of the project and to a level of detail consistent with the standard of practice for this type of project and for the geographical area and regulatory jurisdiction(s) in which the project is located.
19. **PROJECT CONTROL:** The Architect shall not have control over or charge of and shall not be responsible for construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's responsibility under the Contract for construction. Without in any way limiting the Architect's responsibilities and obligations under Title 21 of the California Code of Regulations or the Building Standards published by the ICBO (formerly Title 24 of the California Code of Regulations), the Architect shall not otherwise be responsible for the Contractor's schedules or failure to carry out the work in accordance with the Contract Documents. The Architect shall not have control over or charge of acts or omissions of the Contractor, subcontractors, or their agents or employees, or of any other persons performing portions of the Work.
20. **RELIANCE:** LPA shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Client and (Client's) consultants.
21. **SHOP DRAWING AND SUBMITTAL REVIEW:** LPA's review of Shop Drawings and submittals are for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. LPA's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences, or procedures. LPA's approval of a specific item shall not indicate approval of an assembly of which the item is a component.
22. **CERTIFICATE FOR PAYMENT:** LPA's issuance of a Certificate for Payment upon review of Contractor's Payment Application shall not be a representation that LPA has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.
23. **ADDITIONAL SERVICES:** Tasks not included in this Scope of Services but requested by the Client shall be identified as such and billed at an hourly rate unless a detailed Scope of Services proposal is requested.

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24. **SCOPE ADJUSTMENT:** If there is an adjustment in schedule, scope, and budget, this will result in an add service.

9. **TRAFFIC ENGINEERING:** Except where it is indicated elsewhere herein that LPA shall provide, the Client shall provide a current traffic engineering study.

**CLIENT RESPONSIBILITIES**

1. **APPROVAL:** The (Client's) verbal request to commence each task constitutes approval of prior services. Changes in subsequent services will be considered Additional Services, documented, and billed on an hourly basis.

2. **FEES:** The Client shall pay all government fees, permits, assessments, etc.

3. **SURVEY:** Except if indicated elsewhere herein that LPA shall provide, the Client to provide an accurate topographical survey, including legal boundaries, spot elevations, existing utilities, existing and proposed improvements, and easements. Survey shall be provided to the Architect in a timely manner and prior to commencement of design services.

4. **TITLE REPORT:** Client to provide a recent Title Report that shows the recorded property boundary along with easements and any other special provisions.

5. **EXISTING RECORD DRAWINGS / AS-BUILTS:** Client to provide accurate, legible, and appropriately scaled record drawings/as-builts of existing building(s) and site (as appropriate).

6. **GEOTECHNICAL ENGINEERING:** Except if indicated elsewhere herein that LPA shall provide, the Client shall provide a geotechnical report from which all structural information shall be based. Geotechnical report shall be provided to the Architect in a timely manner and prior to commencement of design services.

7. **SOIL FERTILITY TEST:** The Client shall provide a soils test and analysis with recommendations for amendment by a soil testing laboratory prior to the commencement of Design Development.

8. **SPECIFICATIONS:** The Client shall provide the Standard General Conditions, Special Conditions and Bidding Instructions.

10. **ENVIRONMENTAL:** Studies for area-wide traffic impacts, cultural resources, stream preservation or modification, soil mitigation or clean-up, oil operations, and sensitive habitat are not included in this proposal. It is anticipated that the Client has the existing studies required.

11. **DEMOLITION:** This proposal assumes the demolition of existing improvements will be a part of these documents. Hazardous materials investigation and report shall be provided by the Client and is not a part of this Scope of Services.

**END OF SCOPE OF SERVICES**





4925 Oceanside Blvd, Oceanside, CA 92056

## Exhibit A - Site Plan

02/26/2024





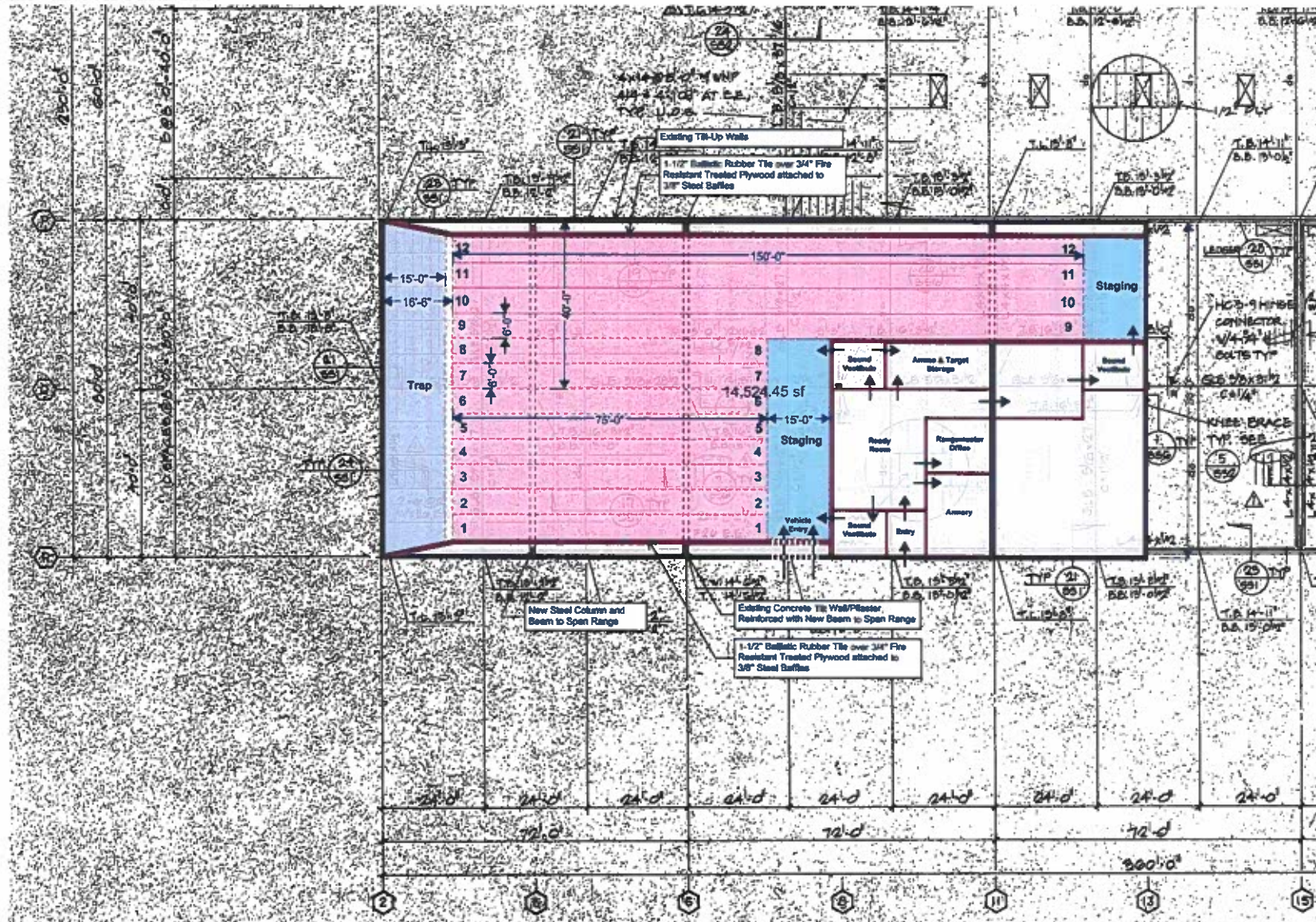
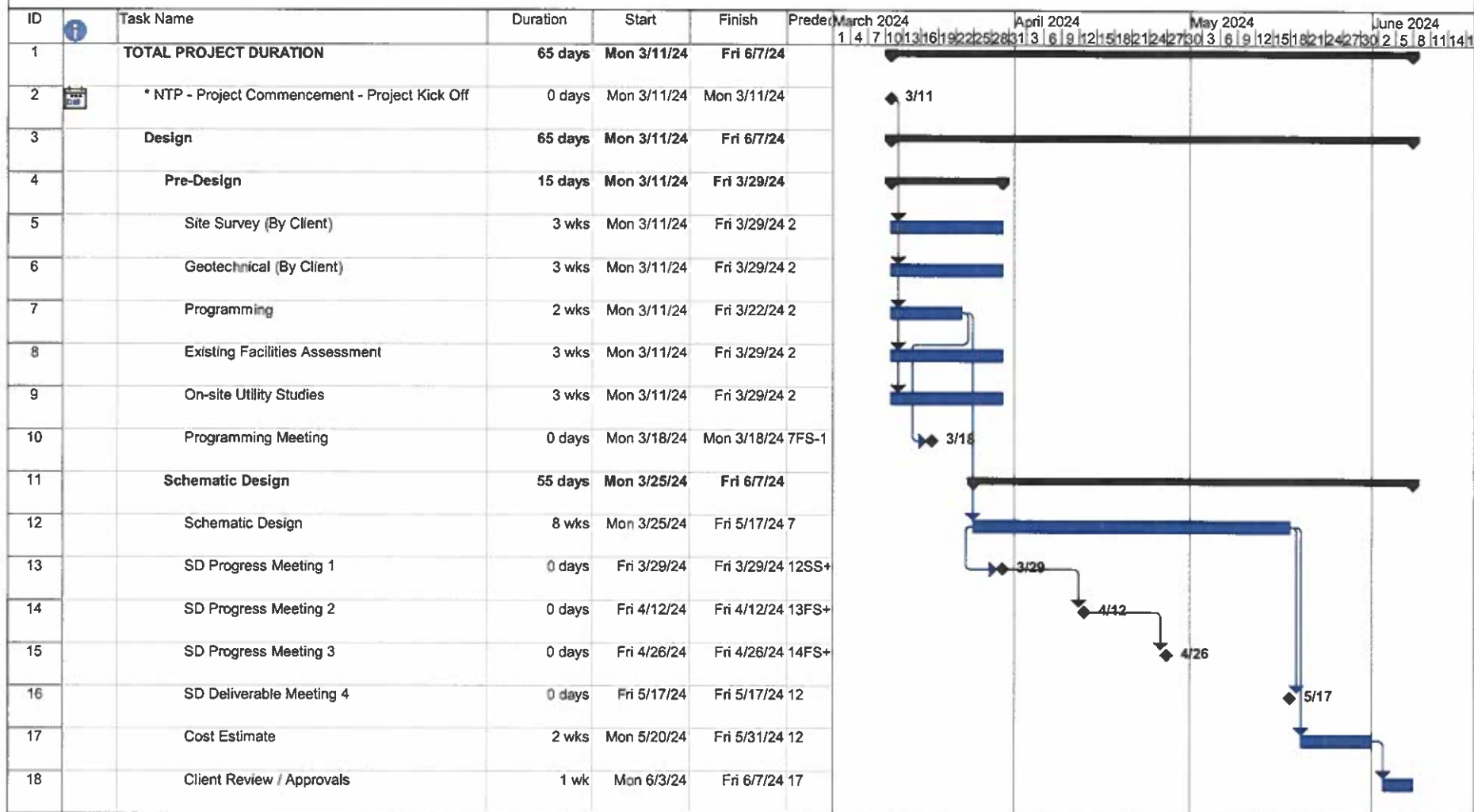



















Exhibit B - Conceptual Plan Diagram

02/26/2024

**OCEANSIDE PD - RANGE BUILDING**



Project: 102 PROJECT SCHEDULE_1 Date: Tue 2/27/24	Task		External Milestone		Manual Summary Rollup	
	Split		Inactive Task		Manual Summary	
	Milestone		Inactive Milestone		Start-only	
	Summary		Inactive Summary		Finish-only	
	Project Summary		Manual Task		Progress	
	External Tasks		Duration-only		Deadline	