

**CITY OF OCEANSIDE**  
**AMENDMENT 4 TO**  
**PROFESSIONAL SERVICES AGREEMENT**

**PROJECT: CIP21-00020 El Corazon Park Site 1**

THIS AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT (hereinafter "Amendment"), dated \_\_\_\_\_, 20\_\_ for identification purposes, is made and entered into by and between the CITY OF OCEANSIDE, a municipal corporation, hereinafter designated as "CITY", and Schmidt Design Group, hereinafter designated as "CONSULTANT."

**RECITALS**

WHEREAS, City and Consultant are the parties to that certain Professional Services Agreement dated February 23, 2022, hereinafter referred to as the "Agreement", wherein Consultant agreed to provide certain services to the City as set forth therein;

WHEREAS, the Professional Services Agreement was amended by Amendment 1, dated January 25, 2023, which revised the scope of work by adding assistance with community workshop noticing and the additional of bilingual translation services for the public outreach component of the project.

WHEREAS, the Professional Services Agreement was amended by Amendment 2, dated June 26, 2024, which revised the scope of work to include a mass grading plan, public improvement drawings for wet and dry utilities, and additional surveying.

WHEREAS, the Professional Services Agreement was amended by Amendment 3, dated September 11, 2024, which revised the scope of work to include support for the substantial conformity application, construction documents for sports field lighting, and construction documents for security cameras.

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

**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 include necessary work for design revisions and optional services such as signage design and value engineering services, as more fully set forth in Exhibit A, attached

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hereto.

2. Section 8, **COMPENSATION**, is hereby amended to add the following language: Consultant's compensation for additional work performed in accordance with this amendment shall not exceed \$111,134 for a total compensation not to exceed \$733,624. Said additional compensation shall be performing additional professional services as described in Exhibit "A" attached.
3. Except as expressly set forth in this Amendment, the Agreement shall remain in full force and effect and is hereby ratified and reaffirmed.

**SIGNATURES.** The individuals executing this Amendment represent and warrant that they have the right, power, legal capacity and authority to enter into and to execute this Amendment on behalf of the respective legal entities of the CONSULTANT and the CITY.

IN WITNESS WHEREOF, the parties hereto being duly authorized on behalf of their respective entities to execute this Amendment, do hereby agree to the covenants contained in the Agreement, including this Amendment, and have caused this Amendment to be executed by setting hereunto their signatures on the dates set forth below.

SCHMIDT DESIGN GROUP

CITY OF OCEANSIDE

By: \_\_\_\_\_  
JT Barr/ President

By: \_\_\_\_\_  
City Manager

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

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

By: \_\_\_\_\_  
Name/ Title

APPROVED AS TO FORM:

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

\_\_\_\_\_  
Employer ID No.

\_\_\_\_\_  
City Attorney

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

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**EXHIBIT A**

SEE NEXT PAGE



April 9, 2025

Kymerly Corbin  
Development Services Department  
300 North Coast Highway  
Oceanside, CA 92054

**RE: El Corazon Park 1 - Change Order Request #6  
Geotechnical Report and Construction Document Updates**

Dear Kymerly,

Thank you for the opportunity to provide the following change order request for geotechnical report and construction document updates for El Corazon Park 1. The following additional services are proposed to be provided by Latitude 33 (L33), Geocon and Schmidt Design Group (SDG).

**SCOPE OF SERVICES**

**Task A - Additional Grading Concepts & Earthwork Studies**

1. Latitude 33 provided additional Grading Concepts & Earthwork studies and evaluation related to the grading and soil disposal locations for the arena and parking lot. Latitude 33 provided coordination and preparation of multiple Grading Earthwork Exhibits including evaluation of "future" Stockpile Topography Base, re-evaluated after aerial topo was performed, and then adjusted after field design topo was performed. This includes multiple grading and earthwork studies, calculations, and concepts with the future road and other fringe areas outside of the original scope and limits of work. Exhibits were prepared for the review and coordination between SDG and the City of Oceanside to determine the most optimal locations to relocate excess fill onsite while maintaining the minimum cut feasible for the proposed site.
2. The following exhibits were prepared for the review and coordination between SDG and the City of Oceanside to determine the most optimal locations to relocate excess fill onsite while maintaining the minimum cut feasible for the project:
  - a. Grading Exhibit and earthwork analysis prepared with the created arena soil disposal plan.
  - b. Grading Exhibit and earthwork analysis prepared with the Inland Empire Aerial Survey obtained on 2024-07-18 prior to the completion of Parking Lot Improvements.
  - c. Topography Comparison Exhibit: Provided for comparison of arena soil disposal plan and Inland Empire Aerial Survey.
  - d. Grading Exhibit and earthwork analysis prepared to reduce amount earthwork and stockpile. Exhibit included the Topographic vertical Datum conversion from NGVD29 to NAVD88 at request of City.
  - e. Proposed park site surface iteration including the analysis of arena soil disposal plan.
  - f. Proposed park site surface iteration including the analysis of Inland Empire Aerial Survey with NAVD88 Datum Adjustment.
  - g. Proposed park site surface iteration including the analysis of field obtained topography after parking lot improvements were completed.

**Task B - Additional Design Revisions for 90%**

1. Landscape Construction Plan Revisions: SDG provided revisions to scope requested by the City in preparation of the 90% submittal, including design of additional structures, and studied design options for amenities such sport court layout and fencing, access walkways, a potential stage, and offsite studies for potential conflicts with future parks and circulation/connectivity with the Park Loop Road. Task includes approximately 25 hours of meeting time beyond the base contract.



2. Grading Design Revisions: Latitude 33 provided revisions to scope requested by the City in preparation of the 90% submittal, including placement and design of additional building structures and amenities in park design, revisions to grading, drainage, and utility design, including finish design of these items, to coordinate with multiple updates to park walkway and amenity linework. Task includes time and efforts to attend meetings beyond the base contract.

**Task C - Geotechnical Report Revisions**

Geocon provided services beyond their original phase 1 scope of work and will provide additional work requested. The following additional tasks are required related to the geotechnical report scope of work:

1. Additional geotechnical investigations. Geocon provided additional geotechnical studies including consultation, map preparation, and meetings (including one site meeting) that were performed prior to the geotechnical investigation. Additional project meetings, consultation and map exhibit preparation regarding surcharge areas and settlement monitoring were performed after completion of the geotechnical investigation.
2. Update geotechnical report. Based on feedback from Musco Sports Lighting, Geocon will update to include recommendations for light pole foundations.

**Optional Task D - Signage Design**

1. If requested, SDG will provide graphic signage design. We anticipate this will include El Corazon branded design and colors for signs such as:
  - a. Trail identification signs
  - b. Park hours, shelter reservations, no smoking, and other City regulations
  - c. Dog park entry signage
  - d. Pump track regulation signage
  - e. Plant identification signs

We anticipate that the City will provide required text and regulations to include on signage. This does not include graphic interpretive signs. Monument sign design is included in the base scope.

**Optional Task E - As-Needed Services**

1. As Needed Services: This allowance is for additional services on a time and materials basis, authorized by the City as needed for unexpected changes in the site plan beyond the original scope. The base scope includes minor revisions from plan checks. The additional services may include major plan revisions that arise due to unforeseen site conditions, or other factors not initially anticipated.
2. Construction Drawing Updates at Pump Track: This allowance covers additional services on a time and materials basis, to be authorized by the City as needed for any changes required to the final construction drawings. These updates cannot be finalized until the pump track consultant completes the public outreach. We anticipate that the changes will involve area drains, entry walkways with benches, and will require minor revisions to the final construction documents, including updates to the hardscape, utility, planting, and irrigation sheets.

**SCHEDULE OF FEES**

The following fees are proposed for the scope of work outlined above. Fees below include 10% subconsultant mark up.

**Task A – Additional Grading Concepts & Earthworks Studies (lump sum)**

Latitude 33 (Civil Engineer)	\$27,500.00
<b>Subtotal</b>	<b>\$27,500.00</b>

**Task B – Additional Design Revisions for 90% (lump sum)**

SDG	\$17,000.00
Latitude 33 (Civil Engineer)	\$19,250.00
<b>Subtotal</b>	<b>\$36,250.00</b>

**Task C – Geotechnical Investigation Revisions (lump sum)**

Geocon (Geotechnical Engineer)	\$3,633.30
<b>Subtotal</b>	<b>\$3,633.30</b>

**Total:** **\$67,383.30**

**Optional Task D – Signage Design (T&M)**

SDG	\$6,000.00
<b>Subtotal</b>	<b>\$6,000.00</b>

**Optional Task E – As-Needed Services (T&M)**

SDG	\$18,000.00
Latitude 33 (Civil Engineer)	\$24,750.00
<b>Subtotal</b>	<b>\$37,750.00</b>

**ADDITIONAL SERVICES HOURLY BILLING RATES**

Fees will be charged for technical work, consultation, and additional services. Charges will be made for typing, as in the preparation of reports, and for time and costs of printing. No direct charges will be made for normal secretarial services, office management, or general accounting.

**Hourly Rates**

Principal Landscape Architect/President .....	\$300/hour
Principal Landscape Architect/Partner .....	\$250/hour
Principal/Studio Director .....	\$200/hour
Associate Landscape Architect .....	\$175/hour
Senior Project Manager/Licensed Landscape Architect/Certified Arborist .....	\$155/hour
Project Manager .....	\$140/hour
Senior Landscape Designer .....	\$125/hour
Landscape Designer .....	\$110/hour
Clerical/Typist .....	\$85/hour



Thank you for your consideration. We look forward to continuing our role on this exciting project. If the foregoing reflects a mutual understanding, then please sign the enclosed copy and return it to our office to initiate our work.

Very truly yours,

Jeffrey (JT) Barr, ASLA, Principal  
Schmidt Design Group, Inc.

AGREED AND ACCEPTED

\_\_\_\_\_  
Authorized Signatory

Dated: April 9, 2025