

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

**PROJECT: OBTAIN APPROVED DEVELOPMENT APPLICATION AND
PREPARE CONSTRUCTION DRAWINGS FOR THE EL CORAZON SPECIFIC
PLAN PHASE II TRAILS**

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 TLPG, Inc., DBA: THE LIGHFOOT PLANNING GROUP, hereinafter designated as "CONSULTANT."

RECITALS

WHEREAS, City and Consultant are the parties to that certain Professional Services Agreement dated December 16, 2020, 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 December 15, 2022, which extended the expiration date to January 5, 2024.

WHEREAS, the Professional Services Agreement was amended by Amendment 2, dated January 4, 2024, which extended the expiration date to July 5, 2025.

WHEREAS, the Professional Services Agreement was amended by Amendment 3, dated September 17, 2025, to increase the scope of work and compensation and to extend the expiration date to June 5, 2026 in order to provide support for construction activities.

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

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 additional construction support as detailed in Exhibit A. All other verbiage shall remain the same within the section.

CIP24-00019 El Corazon Ph II Trails

2. Section 7, **COMPENSATION**, is hereby amended to provide that the Consultant's compensation for the additional work described in Exhibit A shall be increased by an amount not to exceed \$39,670, for a revised total compensation amount not to exceed \$322,515.
4. 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.

TLPG, INC. DBA:
THE LIGHTFOOT PLANNING GROUP

CITY OF OCEANSIDE

By: _____
Dan Niebaum, President

By: _____
Jonathan Borrego, 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



THE
LIGHTFOOT
PLANNING
GROUP

October 29, 2025

City of Oceanside
Development Services Department
Kymberly Corbin
300 North Coast Highway
Oceanside, CA 92054

RE: Ongoing Geotechnical work for El Corazon Phase 2 Trails

Dear Kymberly and City of Oceanside Development Services Department:

TLPG Inc., dba The Lightfoot Planning Group, is pleased to present this requested Change Order on behalf of The Taylor Group, Inc as additional services under the original Professional Services Agreement dated December 16, 2020.

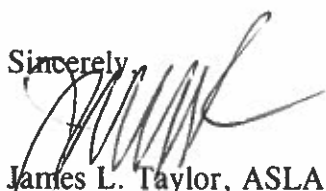
The City of Oceanside acknowledges that The Taylor Group, Inc is solely responsible for all Geotechnical Studies and Civil Engineering work products identified in the original contract, as well as in all subsequent change orders. At no time shall The Lightfoot Planning Group be held responsible for any services provided by The Taylor Group or any other subcontractor associated with this project.

Furthermore, the City recognizes that The Lightfoot Planning Group is serving as the Lead Consultant for The Lightfoot Planning Group and The Taylor Group, Inc on this project for accounting and Landscape Architecture purposes only.

If you have any questions regarding the proposed scope of services for Geotechnical Studies or Civil Engineering work, please contact Larry Taylor of The Taylor Group at (760) 721-9990.

For inquiries related to Landscape Architecture design services, contract accounting, or billing, please contact James Taylor at (760) 692-1924 ext. 263 or via email at jim@lightfootpg.com.

Sincerely,


James L. Taylor, ASLA
Principal
Landscape Architect
LLA #2961

Enclosures



THE
LIGHTFOOT
PLANNING
GROUP

CHANGE ORDER

El Corazon Phase 2 Trails
TLPG, Inc Job Number: 0029.033.001

This Change Order constitutes an amendment of our original contract dated December 16, 2020, covering services for the El Corazon Specific Plan Phase 2 Trails. The agreements made herein supersede the original contract dated December 16, 2020, and all subsequent change orders to said contract. To the fullest extent permitted by law, Client agrees that the total liability, in the aggregate, of Consultant and Consultant's officers, directors, members, partners, agents, and employees, to the Client, its subsidiary and/or affiliated companies and their respective officers, directors, employees, agents and anyone claiming by, through, or under Client (including any claims brought against Consultant by a third party or end user) for any and all injuries, claims, losses, expenses, or damages whatsoever arising out of, resulting from or in any way relating to Consultant's services, this Agreement or any Addenda, from any cause or causes, shall be limited to 1% of the contracted fee as of the date of this change order.

Furthermore, The Lightfoot Planning Group will not be held responsible for or liable for, any work product, maleficence, error in duty to provide services unless it arises directly from negligent acts, error or omissions from The Lightfoot Planning Group employees as provided for the project named herein.

Upon execution of the Change Order by authorized representatives of Consultant and Client, the Scope of Work to be performed by Consultant (Agreement, Exhibit "B") will be amended as follows (see attachments as necessary):

- A) Additions to Scope of Work:
TLPG, Inc ongoing administrative services
Taylor Group, Inc see attached
- B) The above changes will result in the following adjustment to the compensation due The Lightfoot Planning Group for ongoing administrative services and The Taylor Group, Inc:
TLPG, Inc \$3,000.00
Taylor Group, Inc: \$36,670.00

Total Change Order: \$39,670.00

- C) The work product named herein are in addition to the original contract and subsequent changes order to the original contract starting date of December 16, 2020.

By: 
Name: JAMES TAYLOR
Title: PRINCIPAL
Date: OCTOBER 29, 2025

CLIENT
By: _____
Name: _____
Title: _____
Date: _____



October 22, 2025
TGI Proposal No. P25.1871

City of Oceanside
Development Services Department
300 North Coast Highway
Oceanside, CA 92054

Attn: Kymberly Corbin, P.E., Senior Civil Engineer



Subject: Proposal for Geotechnical Observation & Testing Services
El Corazon Phase IIA Trails Project

Dear Kymberly:

Taylor Group, Inc. (TGI) is pleased to present this proposal to provide geotechnical observation and testing services for the subject project.

SCOPE OF SERVICES

Services shall include geotechnical observation and testing of earthwork, trench backfill, as-needed geotechnical laboratory testing, preparation and submittal of daily field reports and preparation of a compaction report upon completion of work.

FEE PROPOSAL

Work shall be billed on a time-and-material basis in accordance with our fee schedule for prevailing wage projects, which is attached as Attachment A.

The contractor's project schedule is not available at this time, so it is not possible for us to accurately predict the total number of hours that will be required for various elements of the project. We anticipate that much of the observation and testing can be accomplished with brief 2- to 4-hour site visits. Some elements of the project are likely to require full-time observation and testing. The attached Table 1 provides our current estimate of the level of effort and fees associated with the proposed scope.

We appreciate the opportunity to provide you with this proposal and look forward to assisting you. If you have any questions, please do not hesitate to call me at (760) 721-9990.

Sincerely,

TAYLOR GROUP, INC.

Larry Taylor, RCE, SE
Principal Engineer

Attachment: Table 1
Fee Schedule

TABLE 1. FEE ESTIMATE FOR CONSTRUCTION PHASE GEOTECHNICAL SERVICES
El Corazon Phase IIA Trails Project

ITEM	QTY	UNITS	RATE	AMOUNT
FIELD OBSERVATION & TESTING				
Labor				
Technician	144	per hour	\$ 152.00	\$ 21,888.00
Project Engineer/Geologist	24	per hour	\$ 182.00	\$ 4,368.00
Principal	8	per hour	\$ 255.00	\$ 2,040.00
Other Direct Costs				
Nuclear Gauge- 1/2 day	20	per 1/2 day	\$ 30.00	\$ 600.00
Nuclear Gauge- full day	8	per day	\$ 55.00	\$ 440.00
Vehicle - 1/2 day	20	per 1/2 day	\$ 60.00	\$ 1,200.00
Vehicle - full day	8	per day	\$ 120.00	\$ 960.00
Subtotal:				\$ 31,496.00
LABORATORY TESTING				
Maximum Density - ASTM D1557	5	each	\$ 225.00	\$ 1,125.00
Maxumum Density Check Point	6	each	\$ 85.00	\$ 510.00
				\$ 1,635.00
FINAL COMPACTION REPORT				
Labor				
Technician	16	per hour	\$ 92.00	\$ 1,472.00
Project Engineer/Geologist	6	per hour	\$ 167.00	\$ 1,002.00
Principal	3	per hour	\$ 255.00	\$ 765.00
Other Direct Costs				
Reproduction	1	est	\$ 300.00	\$ 300.00
Subtotal:				\$ 3,539.00
ESTIMATED TOTAL:				\$ 36,670.00

**EXHIBIT A. FEE SCHEDULE FOR PROJECTS REQUIRING
PREVAILING WAGE RATE COMPLIANCE**

EFFECTIVE JANUARY 1, 2025

Taylor Group, Inc. (TGI) will bill for professional, technical and support services time directly related to a project at the following rates. There are no direct charges for ordinary secretarial services, office management, accounting, maintenance or other activities not directly related to a project.

HOURLY RATES FOR OFFICE PERSONNEL

RATE (PER HOUR)

Principal Engineer/Geologist.....	\$ 255.00
Senior Engineer/Geologist.....	\$ 190.00
Project Engineer/Geologist.....	\$ 167.00
Senior Staff Professional ⁽²⁾	\$ 142.00
Staff Professional ⁽²⁾	\$ 129.00
Senior Technician ⁽²⁾	\$ 92.00
Technician ⁽²⁾	\$ 82.00
Non-technical Support Staff ⁽²⁾	\$ 58.00

HOURLY RATES FOR FIELD PERSONNEL ^(1,2,3)

RATE (PER HOUR)

Senior Staff Professional – Regular Shift	\$192.00
Staff Professional – Regular Shift	\$182.00
Soil Technician – Regular Shift	\$152.00

RELATED TESTING AND EQUIPMENT

RATE

Field Vehicle – half day	\$60.00
Field Vehicle – full day	\$120.00
Nuclear Density Gauge	\$ 55 per day

- (1) A minimum 2-hour soil technician rate will be charged portal-to-portal for each trip to the job site when the Client calls for observation/testing.
- (2) Hourly rate applies to time after minimum. Overtime and Saturday work will be charged for these personnel classifications at 120% of the listed rates. Overtime is defined as time worked on prevailing wage projects in excess of 8 hours per day, or 40 hours per week. The first 12 hours worked on Saturdays will be charged 120% of the listed rates. Overtime rate applies to the first 4 overtime hours. Daily overtime exceeding 4 hours and all work performed on Sundays and Holidays will be charged for these personnel classifications at 140% of the listed rates.
- (3) Hourly rates based on payment of wages in accordance with General Prevailing Wage Determination SD-23-63-3-2025-1D issued August 22, 2025 made by the Director of Industrial Relations pursuant to California Labor Code Part 7, Chapter 1, Article 2, Sections 1770, 1773 and 1773.1 for commercial building, highway, heavy construction and dredging projects. The current determination expires on June 30, 2026 and is effective until superseded by a new determination issued by the Director of Industrial Relations. Rates subject to change based on revised determination.

PROJECT-RELATED EXPENSES

Subcontractor costs (such as drilling subcontractors, laboratory fees, etc.) and other direct project related expenses will be billed at cost plus 15 percent.

Mileage for project-related travel will be billed at \$1.00 per mile.

In-house photocopy/reproduction for 8½"x11" and 11"x17" formats will be billed at \$0.20 and \$0.30, respectively per page for black and white copies and \$0.55 and \$0.75 per page for color copies