

CITY OF ESCONDIDO FOURTH AMENDMENT TO CONSULTING AGREEMENT

This Fourth Amendment to Consulting Agreement ("Fourth Amendment") is made and entered into as of the last signature date set forth below ("Effective Date"),

Between: CITY OF ESCONDIDO

a California municipal corporation

201 N. Broadway Escondido, CA 92025 Attn: Julie Procopio 760-839-4001 ("CITY")

And: T.Y. Lin International

a California corporation

404 Camino del Rio South, Suite 700

San Diego, CA, 92108 Attn: Joseph Smith 619-692-1920 ("CONSULTANT").

(The CITY and CONSULTANT each may be referred to herein as a "Party" and collectively as the "Parties.")

WHEREAS, the Parties entered into that certain Consulting Agreement dated March 9, 2020 ("Agreement"), which was subsequently amended by a First Amendment dated August 11, 2022, a Second Amendment in September 2023, and a Third Amendment in October 2023 (collectively, the "Agreement"), wherein CITY retained CONSULTANT to provide services for construction management for the Citracado Parkway Extension Project, as more specifically described in the Agreement; and

WHEREAS, the Parties desire to amend the Agreement to include additional services as described in "Attachment A" to this Fourth Amendment, which is attached hereto and incorporated herein by this reference.

NOW, THEREFORE, in consideration of the mutual covenants, promises, terms, and conditions set forth herein, and the mutual benefits derived therefrom, the Parties hereby agree as follows:

- 1. The CONSULTANT shall furnish all of the Services described in "Attachment A" to this Fourth Amendment.
- 2. The CITY will compensate CONSULTANT in an additional amount not to exceed the sum of \$389,823, pursuant to the conditions contained in "Attachment A" to this Fourth Amendment.

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- 3. All other terms of the Agreement not referenced in this Fourth Amendment shall remain unchanged and in full force and effect. In the event of a conflict between a provision of the Agreement and this Fourth Amendment, this Fourth Amendment shall prevail.
- 4. This Fourth Amendment and the Agreement, together with any attachments or other documents described or incorporated therein, if any, constitute the entire agreement and understanding of the Parties, and there are no other terms or conditions, written or oral, controlling this matter.
- 5. This Fourth Amendment may be executed on separate counterparts that, upon completion, may be assembled into and shall be construed as one document. Delivery of an executed signature page of this Fourth Amendment by electronic means, including an attachment to an email, shall be effective as delivery of an executed original.
- 6. Unless a different date is provided in this Fourth Amendment, the effective date of this Fourth Amendment shall be the latest date of execution set forth by the names of the signatories below.

IN WITNESS WHEREOF, this Fourth Amendment is executed by the Parties or their duly authorized representatives as of the Effective Date:

	CITY OF ESCONDIDO							
Date:	Dane White, Mayor							
	,,,							
	T.Y. Lin International							
Date:	Signature							
	Name & Title (please print)							
APPROVED AS TO FORM: OFFICE OF THE CITY ATTORNEY MICHAEL R. MCGUINNESS, CITY ATTORNEY								
BY:								

THE CITY OF ESCONDIDO DOES NOT DISCRIMINATE AGAINST QUALIFIED PERSONS WITH DISABILITIES.

ATTACHMENT "A"

Scope of Work

A. General

T.Y. Lin International, a California corporation ("Consultant") will provide the City of Escondido, a California municipal corporation ("City") with continued consulting services related to the construction of the City's Citracado Parkway Extension Project ("Project").

B. Location

Consultant shall provide continued services as required for improvements being constructed within the Project site, including the existing portion from West Valley Parkway to South Andreasen Drive, Escondido. Please see **Exhibit 1** to this Scope of Work, which is attached hereto and incorporated by this reference, for the Project site map.

C. Services

- Consultant shall continue to provide construction management, inspection, environmental, and
 material and testing services for Project improvements, including but not limited to overall
 management of construction support team, coordination of utility redesigns and coordination of
 construction inspection with project work, inspection of all street and bridge improvements,
 public outreach to affected residents and response to project inquiries, environmental
 inspections-compliance-oversite and permit extensions, and material testing of all materials
 placed as part of the project.
- 2. Services provided pursuant to the Fourth Amendment shall be in accordance with the Consultant's proposal, which is attached hereto as **Exhibit 2** to this Scope of Work and incorporated herein by this reference.

D. Scheduling

Inquires relating to this Fourth Amendment, including scheduling and coordination with City staff, shall be directed to Matt Souttere at 760-214-4718 or msouttere@escondido.org.

E. Contract Price and Payment Terms

The contract price of this Fourth Amendment shall not exceed \$389,823. The contract price of this Fourth Amendment includes all labor, materials, equipment, and transportation required to perform the work, and shall bring the cumulative contract price of the Agreement to \$4,004,837.51.

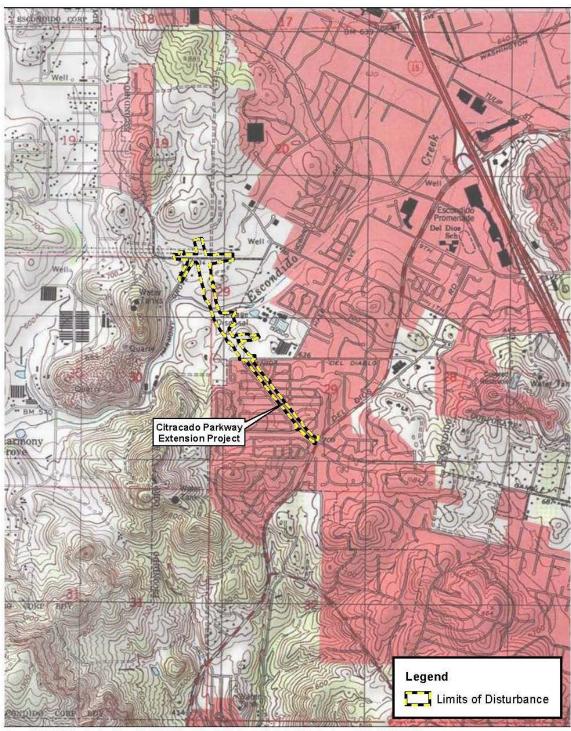
Services shall be billed as services are performed. Payment will be made after services have been performed and within 30 days of receipt of an invoice for those services.

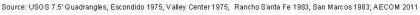
The service rates as described in **Exhibit 2** to this Scope of Work, which is attached hereto and incorporated by this reference, shall remain firm throughout the term of this Fourth Amendment.

F. Term

The term of this Fourth Amendment shall be from the Effective Date of this Fourth Amendment through the date of **Notice of Completion** for the Project, which shall be filed by the City with the County of San Diego after all Project improvements and closeout documents are accepted by the City Engineer. This is anticipated by December 31, 2024.

EXHIBIT "1"





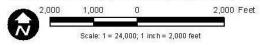


EXHIBIT "2"

Prepared for: City of Escondido CITRACADO PARKWAY EXTENSION PROJECT STAFFING PLAN, COSTS and FEES

TY-LININTERNATIONAL

2/26/2024

Finish date July 2024 per estimated revised Schedule (CPM)

Estimate to Complete FEB 1, 2023 to End of job

NAME	POSITION				Constr	ruction				Post ac	ad ivities											
NAME		2023 2024									Fee Estimate											
		Dec	ec Jan Feb Mar Apr May Jun July Aug Labor Rates 2024 ODCs							Total		Subtotal per Firm	n									
		160	168	160	168	176	176	160	176	176	2023	2024	Hours	\$	\$	Hours	\$	%				
T.	Y. LIN INTERNATIONAL																		T.Y. LIN INTERNATIO	NAL		
JOSEPH SMITH, PE	PROJECT MANAGER/RESIDENT ENGINEER																		\$660,253	77.5%		
BRIAN ROCHELLE, PE	DEP RE/STRUCTURE REP/FIELD ENGINEER			160	168	176	176	160	176	160	\$197.36	\$203.28	1176	\$239,056	\$45,000	1176	\$284,056	33.33%	Earthspectives ODCs	1		
JOHN WILLIAMSON, PE	BRIDGE INSPECTOR/FIELD ENGINEER			160	168	176	80				\$197.36	\$203.28	584	\$118,715		584	\$118,715	13.93%		1		
ADRIANNA CARO	SOUNDWALL INSPECTOR			160	168	176	176	160	120		\$163.20	\$168.10	960	\$161,376		960	\$161,376	18.94%				
WADE DURANT, PE	SCHEDULE REVIEWS/CCOs/CLAIMS			100	50	100	80	60	20		\$227.58	\$234.41	410	\$96,106		410	\$96,106	11.28%				
Kleinfelder																			Kleinfelder			
DERICK LONDON	ASSISTANT RESIDENT ENGINEER/RDWY INSPECTOR			120							\$180.21	\$185.62	120	\$22,274	\$10,000	120	\$32,274	3.79%	\$138,579	16.3%		
ANNA FINLAY	PUBLIC RELATIONS MANAGER	1	İ	8	8	8					\$119.04	\$122.61	24	\$2,943	\$1,200	24	\$4,143	0.49%				
KRISTA GOODMAN	PUBLIC RELATIONS COORDINATOR	1	İ							ļ	\$57.74	\$59.47	C	\$0		0	\$0	0.00%				
JAMAL HANNA	ELECTRICAL/SIGNAL INSPECTOR	1	j '	20	8	8	40	40	j	ļ	\$184.61	\$190.15	116	\$22,057	\$750	116	\$22,807	2.68%				
	MATERIAL TESTING/REPORTS	1	i ·	80	80	80	60	40	20	ļ	\$135.06	\$139.12	360	\$50,082	\$20,000	360	\$70,082	8.22%				
	MATERIALS PM/ENGINEER	i e	j '	6	6	6	6	6	10	,	\$225.11	\$231.86	40	\$9,274		40	\$9,274	1.09%		1		
Helix																			Helix			
KARL OSMUNDSON	ENVIRONMENTAL COMPLIANCE COORDINATOR			8	40	4	4	4	4		\$247.61	\$255.04	64	\$16,323		64	\$16,323	1.92%	\$45,412	5.3%		
DANE VAN TAMELEN	SENIOR PERMITTED WILDLIFE BIOLOGIST			16	16	8	8	8	8	ļ	\$123.60	\$127.31	64	\$8,148		64	\$8,148	0.96%				
ALEXANDER WALSH	ASSISTANT BIOLOGIST MONITOR			40	40	20	20	20	48	ļ	\$108.15	\$111.39	188	\$20,942		188	\$20,942	2.46%				
ERICA HARRIS	SENIOR SCIENTIST	Ĭ.	İ							ļ	\$169.95	\$175.05	C	\$0		0	\$0	0.00%				
SEAN BOHAC	GIS		j							,	\$144.20	\$148.53	C	\$0		0	\$0	0.00%		1		
MARY ROBBINS WADE	CULTURAL RESOURCES PRINCIPAL INVESTIGATOR									,	\$174.45	\$179.68	C	\$0		0	\$0	0.00%		1		
SAFEWORK (DBE)																			SAFEWORK (DBE	:)		
KATHY KEATING	LABOR COMPLIANCE			8	8	8	8	8	8		\$160.08	\$164.89	48	\$7,914		48	\$7,914	0.93%	\$7,914	0.9%		
	LABOR COMPLIANCE										Ī		C	\$0		0	\$0	0.00%		1		
N.W. PAPAC CONSULTING														•					N.W. PAPAC CONSUL	TING		
WAYNE PAPAC	Utility Coordinator/Inspector										\$152.85	\$157.44	d	\$0		0	\$0	0.00%	\$0	0.0%		
_	Supplimental Work									ļ			q	\$0		q	\$0					
							·						4154	\$775,209.41	\$76,950.00	4154	\$852,159	100%	Totals	100%		

Incl Markup

Incl Ammend #3

Job to date Remaining per
JAN 2023 Invoice JAN 2023 Invoice Total \$1,792,854.62 \$2,453,107.77 \$876,297.58 \$256,041.41 \$115,166.75 \$802,574.46 (\$13,622.08) \$86,504.45 \$61,844.55 \$52,138.03 \$67,992.29 \$968,113.24 \$1,106,692.56 \$147,239.88 \$604,459.17 \$363,654.07 \$101,387.58 MT \$45,852.30 \$229,602.60 \$275,015.06 \$53,324.30 \$38,545.91 \$11,487.72 \$30,631.43 \$56,312.38 \$56,312.38 \$0.00 \$69,407 \$69,407 \$3,146,921 \$3,999,081 \$468,093

3% Mark-up on Subconsultants **Total Fee to Complete**

Amount remaining

Additional amount required

\$857,917

\$468,093 \$389,823

Incl Ammend #3 \$3,615,015 Current Budget \$468,093 Amount remaining