



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.

- 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**

1. 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**.

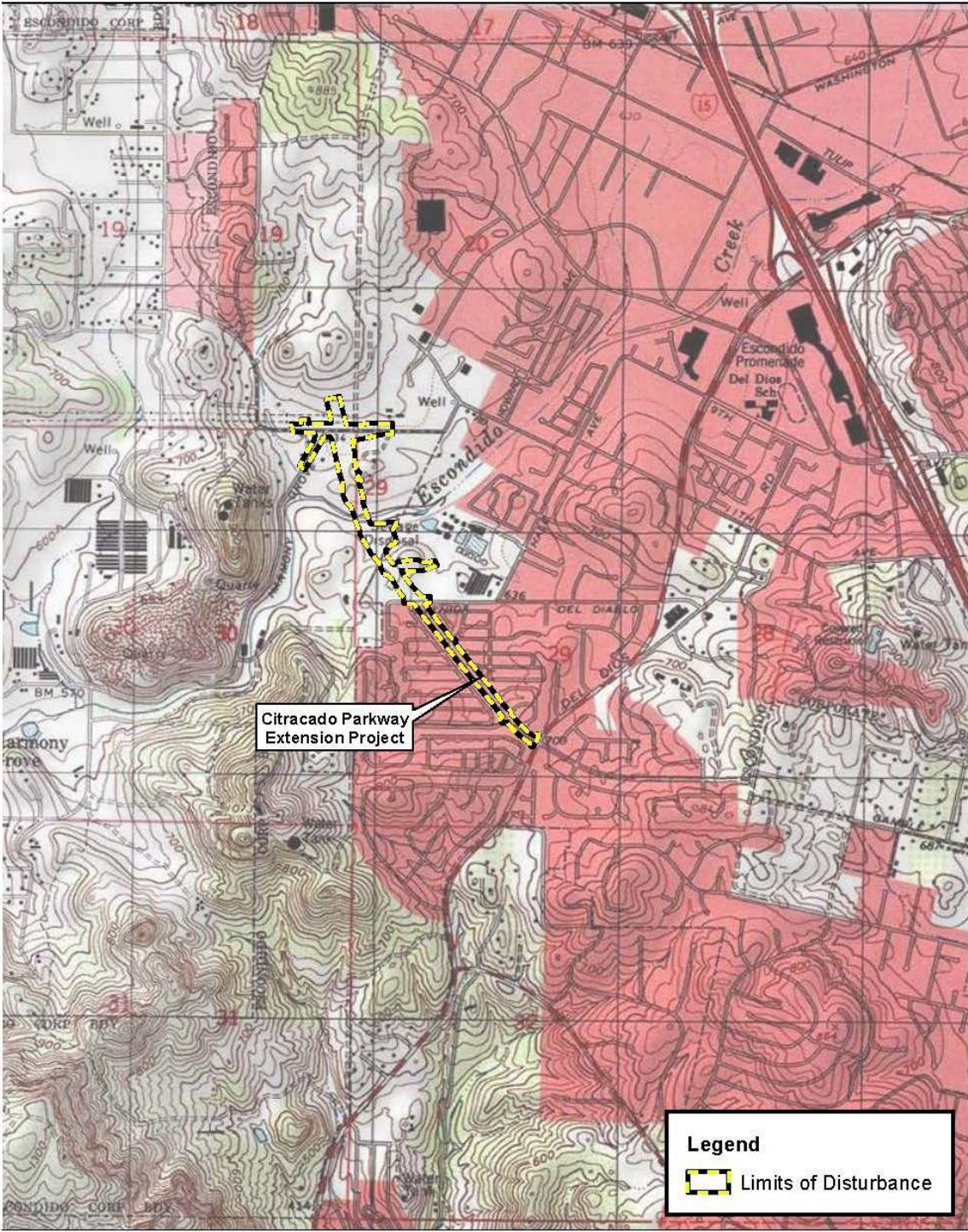
Services shall be billed as services are performed. Payment will be made after services have been performed and within 30 days of receipt of an invoice for those services.

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"



Source: USGS 7.5' Quadrangles, Escondido 1975, Valley Center 1975, Rancho Santa Fe 1983, San Marcos 1983; AECOM 2011

