



CITY OF ESCONDIDO
EIGHTH AMENDMENT TO CONSULTING AGREEMENT

This Eighth Amendment to Consulting Agreement (“Eighth 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: Perennial Environmental I, LLC
a Texas limited liability company
dba BFS Environmental Services
14040 Poway Road, Suite A
Poway, CA, 92064
Attn: Brian F. Smith
858-679-8218
("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 August 22, 2012, which was subsequently amended by a First Amendment dated February 5, 2014, Second Amendment dated September 9, 2014, Third Amendment dated September 13, 2017, Fourth Amendment dated October 1, 2018, Fifth Amendment dated January 14, 2020, Sixth Amendment dated November 16, 2020, and Seventh Amendment dated July 19, 2021 (collectively, the “Agreement”), wherein the CITY retained CONSULTANT to provide consulting services related to the construction of the City’s 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 Eighth 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 Eighth

Amendment.

2. The CITY will compensate CONSULTANT in an additional amount not to exceed the sum of **\$515,530.71**, pursuant to the conditions contained in "Attachment A" to this Eighth Amendment.
3. All other terms of the Agreement not referenced in this Eighth Amendment shall remain unchanged and in full force and effect. In the event of a conflict between a provision of the Agreement and this Eighth Amendment, this Eighth Amendment shall prevail.
4. This Eighth 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 Eighth 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 Eighth 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 Eighth Amendment, the effective date of this Eighth Amendment shall be the latest date of execution set forth by the names of the signatories below.

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

CITY OF ESCONDIDO

Date: _____

Dane White, Mayor

Perennial Environmental I, LLC

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

Perennial Environmental I, LLC, a Texas limited liability company ("Consultant") will provide the City of Escondido, a California municipal corporation ("City") with continued Cultural Resources Mitigation Monitoring Program (the "Mitigation Program") services and construction monitoring as required to comply with the approved Environmental Impact Report for the Citracado Parkway Extension Project ("Project"), and as part of the Memorandum of Agreement ("MOA") attached to the United States Army Corps of Engineers ("USACE") Clean Water Act Section 4041 Permit for this Project.

B. Location

Consultant shall provide services as required for all excavation and disturbance of cultural soil 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. Services provided pursuant to the Eighth 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.
2. All services provided pursuant to the Eighth Amendment shall be consistent with the MOA requirements.

D. Scheduling

Inquires relating to this Eighth 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 Eighth Amendment shall not exceed **\$515,530.71**. The contract price of this Eighth Amendment includes all labor, materials, equipment, and transportation required to perform the work, and shall bring the cumulative contract price of the Agreement to \$3,227,756.46.

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.

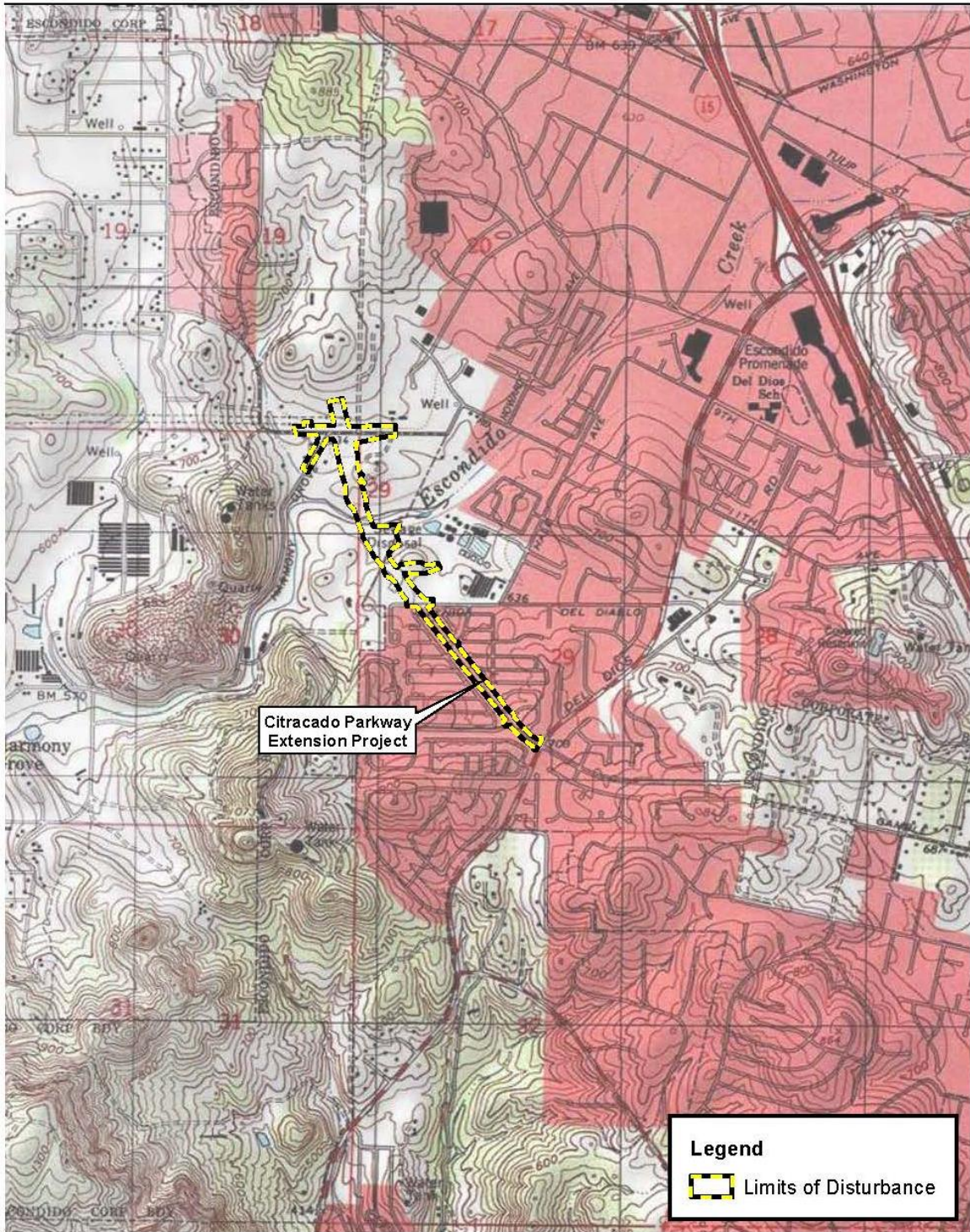
The service rates as described in **Exhibit 2** to this Scope of Work, which is attached hereto and incorporated by this reference, shall remain firm throughout the term of this Eighth Amendment.

F. Term

The term of this Eighth Amendment shall be from the Effective Date of this Eighth 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. Project completion is anticipated by December 2025.

EXHIBIT "1"

Project Site Map



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

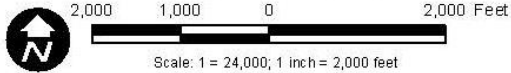


EXHIBIT "2"

Cultural Resources Mitigation Monitoring Program and Construction Monitoring Proposal

Scope of Work

The MMRP for the Citracado Parkway Extension Project will be directed by Consulting Archaeologist Brian Smith and Senior Archaeologist Tracy Stropes. All archaeological field work and monitoring of earthwork will be completed by BFSA staff. Native American monitoring will be provided by Saving Sacred Sites for the Luiseno and Red Tail Environmental for the Kumeyaay. The task to be accomplished by BFSA and the Native American participants are provided below:

Task 6A. Bulk Screening of Cultural Soil:

All cultural soil generated by the controlled grading, the supplemental data recovery excavation, or any archaeological excavation of discovered features or potentially significant deposits will be screened to recover all cultural materials and any human remains larger than one-eighth of an inch. This work was included in Amendment 7.

Additional work to redesign the layout of the required screening area is necessary due to revisions requested by the project contractor to open additional space for their work. This work includes staff time to revisit the site, take measurements of available area, review constraints of available area, and redesign of the previously approved work area to complete required screening of cultural soil. During construction of the project it was determined that additional cultural soil requires screening, so additional monitoring by Native American Monitors and extended use of equipment is needed to bring soil for screening and later spread residual soil for drying is needed.

Added Cost This Task: \$87,764

Task 9 Archaeological Monitoring of Construction Grading and SDG&E Work:

All grading and earthwork within the construction zone related to the Citracado Parkway Extension Project shall be monitored by a qualified archaeologist. The archaeological monitor will be responsible for the production of a daily monitoring log to record the location of daily monitoring and any recovery of archaeological materials. Within the limits of grading, particular attention will be paid to the cultural resources identified within the Area of Potential Effects, including SDI 12,209 and SDI-8280, two known culturally sensitive areas within the project footprint. This task will also include any earthwork related to the relocation of the SDG&E power pole relocation work at SDI-12,209. This work was included in Amendment 7.

Significant changes to both potable and reclaimed water systems included in the project along with other utility systems deeper than originally designed, and now in cultural soil require additional work to monitor potholing and installation of facilities in the area of the Escondido Creek's northern levee are necessary to ensure compliance with environmental permitting requirements.

Added Cost This Task: \$39,098.03

Task 11 Pre-Construction Meeting:

Prior to the initiation of grading and underground construction, the contractor organized a preconstruction training of all personnel scheduled to work on the grading and underground construction phases of the project. This training process will be part of the preconstruction meeting. The purpose of this training will be a worker education program to instruct the workforce about the cultural resources associated with the project, the sensitivity of these resources to the Native American community, and

the protocols to be followed should any workers encounter artifacts during work on the project. The project archaeologist shall conduct the worker education program and shall include the Native American representatives as part of the presentation of Native American concerns. The contractor shall video-record the worker education program and require all personnel not attending the initial preconstruction meeting to view the training video prior to working on the grading and underground construction portion of the project.

Within the City's construction project are smaller projects requiring archeological oversight. Additional work to prepare and attend all other preconstruction meetings related to this project is required to ensure that all workers that could potentially encounter cultural resources are trained to be aware of these resources and notify appropriate staff to preserve them.

Added Cost This Task: \$9,660

Task 16A Laboratory Processing of Artifact Collections:

Final cataloging of the extensive artifact collections from the controlled grading process from 2020, 2021, and now 2022 will take place at the BFSa laboratory. Special studies, including radiocarbon dating, faunal analysis, obsidian hydration and sourcing, and flake attribute analysis, may be conducted to exhaust the research potential of the site areas impacted by the project. At the conclusion of the laboratory processing, all non-repatriated artifacts shall be prepared for permanent curation at the San Diego Archaeological Center (SDAC) unless the Native American representatives request reburial of artifacts at the KLPA. The scope of this task will be based upon the results of any subsequent data recovery excavations needed to address discoveries made during the controlled grading process. Further, if other cultural deposits are discovered within the project alignment outside of the area of controlled grading at SDI-12,209, and additional artifact collections are generated, the laboratory processing of that material would be added to this task. The SDAC will require a fee to accept collections from this project. The fee is dependent upon the size of the collection.

Once initial screening and preliminary sorting of cultural material is completed at the project site, all material collected is brought to a laboratory for greater review by archeological staff and Native American representative. Due to added soils and higher than anticipated quantities of material and cultural deposits, additional work to process, catalog and document findings is needed to remain compliant with project permits. Because the added excavated soil is very culturally rich, additional time to review collected samples as with previously collected materials. Because of the culturally rich soil, Native American monitors are inclined to provide more oversight reviewing our staffs processing of the added soils. Their participation is allowed and encouraged.

Added Cost This Task: \$379,008.68

Total Added Costs for All Tasks: \$515,530.71