



CITY OF ESCONDIDO  
TWELFTH AMENDMENT TO CONSULTING AGREEMENT

This Twelfth Amendment to Consulting Agreement (“Twelfth 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:                         AECOM Technical Services, Inc.  
                                  a California corporation  
                                  401 West A Street, Suite 1200  
                                  San Diego, CA 92101  
                                  Attn: Jason Fischer  
                                  (619) 610-7600  
                                  ("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 20, 2012, which was subsequently amended by a First Amendment dated March 17, 2014, a Second Amendment dated March 10, 2014, a Third Amendment dated July 10, 2014, a Fourth Amendment dated November 3, 2014, a Fifth Amendment dated June 11, 2015, a Sixth Amendment dated May 25, 2017, a Seventh Amendment dated September 30, 2019, an Eighth Amendment dated May 12, 2020, a Ninth Amendment dated March 9, 2021, a Tenth Amendment dated July 15, 2022, an Eleventh Amendment dated September 2023 (collectively, the “Agreement”), wherein CITY retained CONSULTANT to provide services for final plans and specifications 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 Twelfth 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 Twelfth Amendment.
2. The CITY will compensate CONSULTANT in an additional amount not to exceed the sum of **\$158,919**, pursuant to the conditions contained in "Attachment A" to this Twelfth Amendment.
3. All other terms of the Agreement not referenced in this Twelfth Amendment shall remain unchanged and in full force and effect. In the event of a conflict between a provision of the Agreement and this Twelfth Amendment, this Twelfth Amendment shall prevail.
4. This Twelfth 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 Twelfth 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 Twelfth 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 Twelfth Amendment, the effective date of this Twelfth Amendment shall be the latest date of execution set forth by the names of the signatories below.

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

CITY OF ESCONDIDO

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

\_\_\_\_\_  
Dane White, Mayor

AECOM Technical Services, Inc.

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"

### A. General

AECOM Technical Services, Inc., a California corporation ("Consultant") will provide the City of Escondido, a California municipal corporation ("City") with consulting services related to the City's Citracado Parkway Extension project ("Project").

### B. Location

Consultant to provide services in relation to the Project, including certain services located at the Project site as depicted in Exhibit 1 to this Attachment A, which is attached hereto and incorporated by this reference.

### C. Services

Consultant shall provide services as described in Exhibit 2 to this Attachment A, which is attached hereto and incorporated by this reference. In the event of a conflict between Exhibit 2 and this Twelfth Amendment (including this Scope of Work), the terms of this Twelfth Amendment shall prevail.

### D. Scheduling

Inquires relating to this Twelfth 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 Twelfth Amendment shall not exceed **\$158,919**. The contract price of this Twelfth Amendment shall bring the cumulative Agreement price to **\$4,306,085.50**.

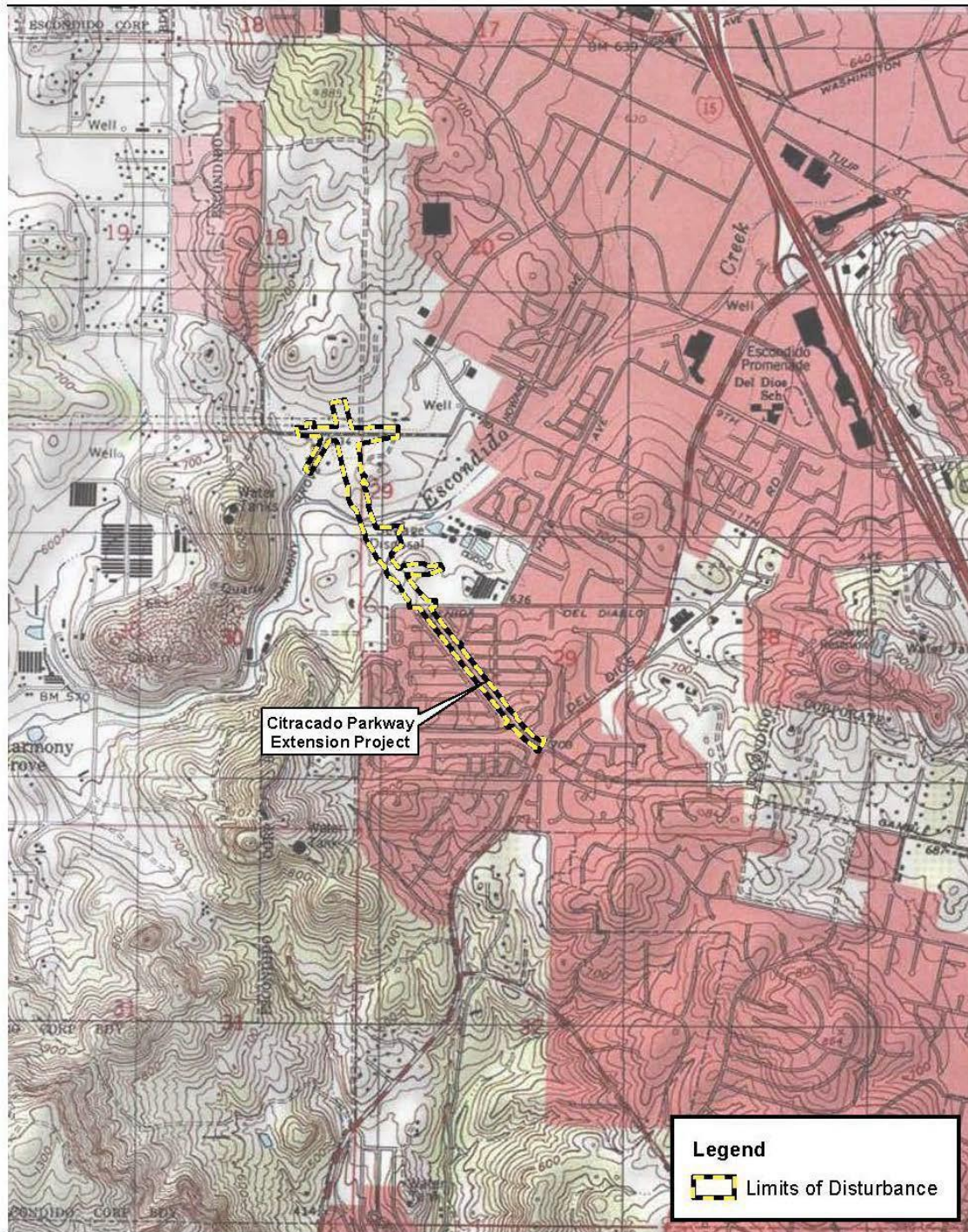
The contract price includes all labor, materials, equipment, and transportation required to perform the work. Services will be billed per original contract. Payment will be made after services have been performed and within 30 days of receipt of an invoice for those services. Consultant shall not bill the City for any transportation costs associated with travel to and from the project site.

See the Exhibit 3 to this Attachment A, which is attached hereto and incorporated by this reference, for Consultant's hour and cost estimates per task.

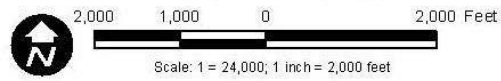
### F. Term

The term of this Twelfth Amendment shall be from the Effective Date of this Twelfth Amendment through the date of **Notice of Completion** for the Project which shall be filed by the City with the County of SD. This is anticipated by December 2025.

# EXHIBIT 1



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



## **EXHIBIT 2**

### **Scope of Work**

#### **Design Services During Construction (DSDC)**

##### **DSDC 2 Additional Coordination w/Construction Management Team and Field Visits**

AECOM will coordinate with and provide consultation to the City of Escondido Project Manager and the City's Construction Management (CM) team to provide project design support, either in person or via telephone or email during the construction phase of the project. AECOM will attend meetings with the City of Escondido and its oversight staff, and meetings with utility owners or others to resolve issues. AECOM staff may conduct site visits to respond to RFIs, develop change orders, or perform other specific tasks.

The total level of effort for this task will not exceed 72 hours, as shown in the cost proposal in **Exhibit 3**, unless additional effort and budget is authorized by the City in a future amendment.

##### **DSDC 4 Respond to Additional Requests for Information (RFI)**

AECOM will review and respond to Contractor-generated RFIs forwarded from the City of Escondido CM and issue necessary clarifications and interpretations of the contract documents as appropriate to the orderly completion of the Contractor's work. Any orders requiring variations from the contract documents, as determined by the Designers of Record will be presented to the City for approval prior to issuing a formal response.

AECOM will review up to 75 RFIs and provide written clarifications and responses to the CM within five (5) working days. All responses will be transmitted electronically to the City of Escondido and the CM via email. For cost proposal purposes, six (6) hours are assumed per RFI.

##### **DSDC 5 Prepare Additional Design Revisions**

AECOM will prepare revisions to design plans and technical specifications as directed by the City of Escondido. Modifications to the project plans and specifications may be required prior to and during the construction phase of the project. AECOM will work with the City of Escondido CM team to assess the purpose for implementing a potential change, to develop an appropriate solution, and to then develop corresponding revisions to the plans and specifications. Design revisions include the redesign of Sound Wall 6 to address differing site conditions. Design revisions and additional designs will be transmitted in PDF file format.

The total level of effort for this task will not exceed 887 hours, which includes an additional 527 hours as shown in the cost proposal in Exhibit 3, unless additional budget is authorized by the City in a future amendment.

##### **DSDC 6 Review Additional Submittals**

As the engineer of record, AECOM will review the following submittals from the contractor per City request: bridge prestressing system, temporary support of casings, bearing pads, soil nail wall construction system, and structural and shotcrete mix designs, as requested.

AECOM will review up to 15 submittals or resubmittals. It is assumed that the listed submittals

from the contractor will involve multiple reviews, referred to as rounds, by AECOM. Each submittal round shall be counted as a separate review. For cost proposal purposes, five (5) hours are assumed for each submittal round - one (1) hour for AECOM's construction manager and four (4) hours for AECOM's structural engineer.

### **Assumptions**

- This scope is a services contract, the only exception being the contractual deliverables and associated fixed schedule noted below.
- All full-time on-site geotechnical inspection and materials testing services are being provided by the City or their consultant Construction Manager and are not included in AECOM's scope of work.

### **Deliverables**

- Revisions to Sound Wall 6 by October 20, 2023.

### EXHIBIT 3

| Task   |   | Estimated Hours | Estimated Labor Cost |
|--------|---|-----------------|----------------------|
| DSDC 2 | Additional Coordination w/Construction Management Team and Field Visits | 72              | \$17,304             |
| DSDC 4 | Respond to 75 Additional Requests for Information (RFI)                 | 235             | \$115,390            |
| DSDC 5 | Prepare Additional Design Revisions                                     | 527             | \$6,984              |
| DSDC 6 | Review 15 Additional Submittals   | 140             | \$19,241             |
|        | <b>Total</b>  | <b>1,068</b>    | <b>\$158,919</b>     |