



CITY OF ESCONDIDO
THIRD AMENDMENT TO CONSULTING AGREEMENT

This Third Amendment to Consulting Agreement ("Third 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, and a Second Amendment in September 21, 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 Third 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 Third Amendment.
2. The CITY will compensate CONSULTANT in an additional amount not to exceed the sum of **\$845,013**, pursuant to the conditions contained in "Attachment A" to this Third Amendment.

3. All other terms of the Agreement not referenced in this Third Amendment shall remain unchanged and in full force and effect. In the event of a conflict between a provision of the Agreement and this Third Amendment, this Third Amendment shall prevail.
4. This Third 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 Third 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 Third 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 Third Amendment, the effective date of this Third Amendment shall be the latest date of execution set forth by the names of the signatories below.

IN WITNESS WHEREOF, this Third 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-oversite and permit extensions, and material testing of all materials placed as part of the Project.
2. Services provided pursuant to the Third 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 Third 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 Third Amendment shall not exceed **\$845,013**. The contract price of this Third Amendment includes all labor, materials, equipment, and transportation required to perform the work, and shall bring the cumulative contract price of the Agreement to **\$3,623,260.51**.

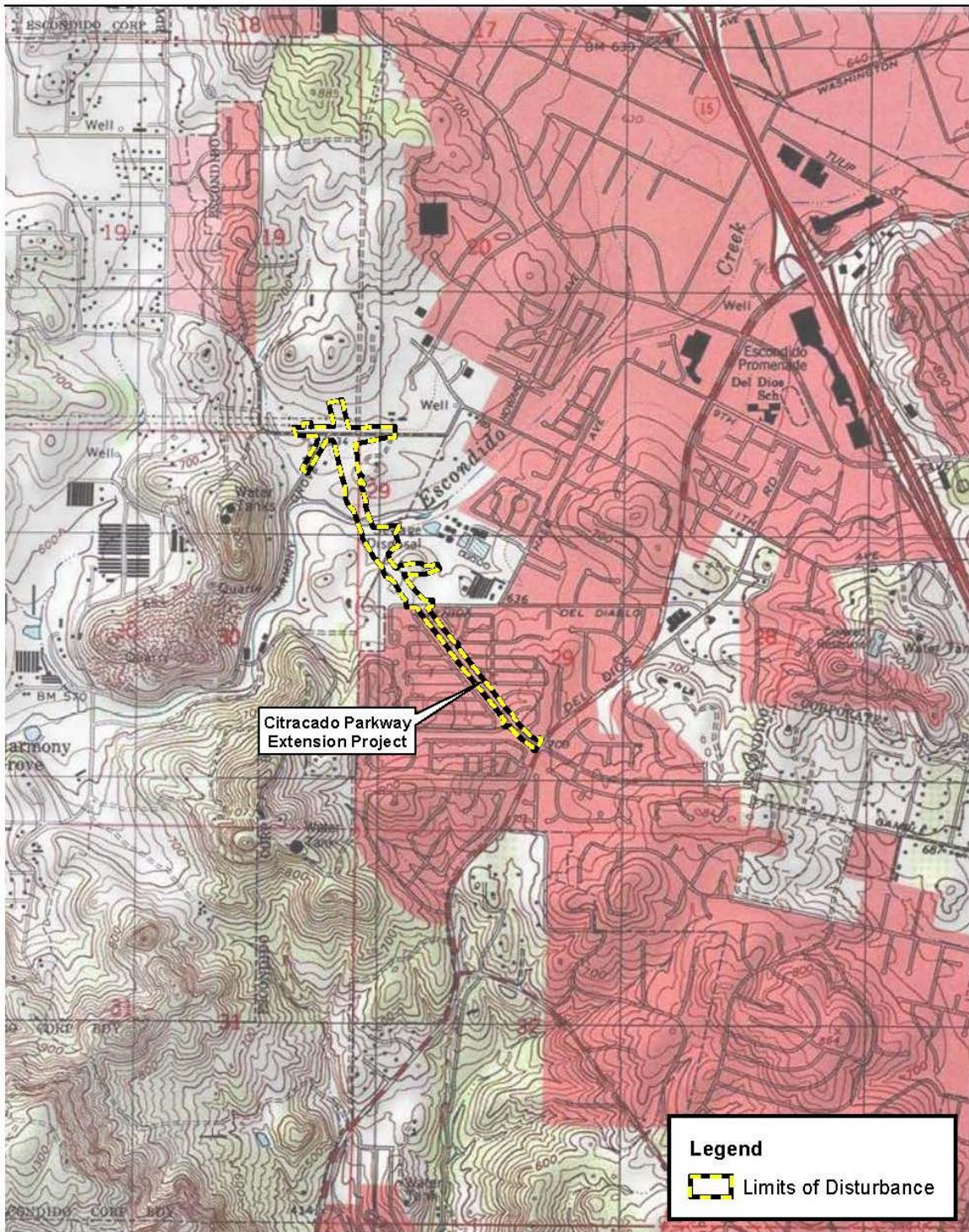
Services shall be billed as services are performed. Payment will be made after services have been performed and within 30 days of receipt of an invoice for those services.

The service rates as described in **Exhibit 3** to this Scope of Work, which is attached hereto and incorporated by this reference, shall remain firm throughout the term of this Third Amendment.

F. Term

The term of this Third Amendment shall be from the Effective Date of this Third 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"



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



2,000 1,000 0 2,000 Feet

Scale: 1 = 24,000; 1 inch = 2,000 feet

EXHIBIT 2

T.Y. Lin International

Construction Management, Inspection, and Material Testing of Project Work

A. General.

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-oversite and permit extensions in an effort to provide quality assurance in accordance with the City's Quality Assurance Plan.

B. Additional Services.

Consultant shall provide the City with the following continued work per the original Agreement, and for an extended duration of construction pursuant to this Third Amendment and wage rates reflected in Exhibit 3.

1. Coordination of all aspects of construction, including coordination of all subconsultants that test, inspect, monitor environmental components of Project and update Project permits, as well as coordination and implementation of utility improvements by AT&T, Rincon, and SDG&E that are associated with the Project, continued resolution to submitted requests for information (RFI's), review and approval of submittals, review and approval of progress payments.
2. In depth review and response through resolution to Project change order requests and claims submitted by the Project contractor.
3. In depth review and response to submitted construction schedules for City approval.
4. Provide inspections for Project soil nail wall and bridge.
5. Provide inspections for Project sound walls on southbound Citracado from Avenida Del Diablo to W. Valley Parkway to ensure conformance for revised wall designs.
6. Roadway Inspections, including but not limited to construction of new curb and gutter, sidewalk, driveways, pavement and slurry, and installation of irrigation and other underground utilities.
7. Materials testing of street improvements and sound wall piers.
8. Perform required environmental surveys, construction monitoring and coordination, and permit extensions ensuring Project permitting remains in good standing for the duration of the Project.
9. Public relations coordinator notifying affected residents of upcoming construction, providing updates and responding to resident concerns.
10. Labor compliance reviewing all submitted payroll, apprentice, etc., ensuring contractor compliance for the duration of the Project.

Prepared for: City of Escondido
CITRACADO PARKWAY EXTENSION PROJECT
STAFFING PLAN, COSTS and FEES
7/17/2023



Exhibit A

Finish date mid May 2024 per current Schedule (CPM)

Estimate to Complete July 1, 2023 to End of job

NAME	POSITION	Construction												Post activities		Fee Estimate							
		2023						2024						2023		2024		ODCs	Total		Subtotal per Firm		
		Jun	July	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Hours	\$	Hours	\$	\$	Hours		\$	%
T.Y. LIN INTERNATIONAL																							
JOSEPH SMITH, PE	PROJECT MANAGER/RESIDENT ENGINEER																						
BRIAN ROCHELLE, PE	DEP RE/STRUCTURE REP/FIELD ENGINEER	160	200	160	160	200	160	160	160	200	160	160			1040	\$205,253	840	\$170,754	\$80,000	1880	\$456,007	30.65%	Earthspectives ODCs
JOHN WILLIAMSON, PE	BRIDGE INSPECTOR/FIELD ENGINEER	160	200	160	160	200	160	160	80						1040	\$205,253	240	\$48,787		1280	\$254,040	17.08%	
ADRIANNA CARO	SOUNDWALL INSPECTOR	Added hours in separate proposal												0	\$0	0	\$0	0	\$0	0.00%			
WADE DURANT, PE	SCHEDULE REVIEWS/CCOs/CLAIMS	80	80	80	80	80	80	60	40	8	40				480	\$109,238	148	\$34,692		628	\$143,930	9.68%	
Kleinfelder																							
DERICK LONDON	ASSISTANT RESIDENT ENGINEER/RDWHY INSPECTOR	160	200	160	160	200	160	160	160	200	160			1040	\$187,417	680	\$126,218	\$10,000	1720	\$323,635	21.76%	\$524,114	35.2%
ANNA FINLAY	PUBLIC RELATIONS MANAGER	16	16	16	16	8	8	8	8	8	8	8		80	\$9,523	40	\$4,904	\$1,200	120	\$15,627	1.05%		
KRISTA GOODMAN	PUBLIC RELATIONS COORDINATOR	8	8	8	8	8	4							44	\$2,541	0	\$0		44	\$2,541	0.17%		
JAMAL HANNA	ELECTRICAL/SIGNAL INSPECTOR	8	8	24	40	40	50	40	20	8	8	8		170	\$31,383	84	\$15,972	\$750	254	\$48,105	3.23%		
	MATERIAL TESTING/REPORTS	80	80	80	80	80	80	60	60	60	40	20		480	\$64,831	240	\$33,388	\$20,000	720	\$118,218	7.95%		
	MATERIALS PM/ENGINEER	6	6	6	6	6	6	6	6	6	6	10		36	\$8,104	34	\$7,883		70	\$15,987	1.07%		
Helix																							
KARL OSMUNDSON	ENVIRONMENTAL COMPLIANCE COORDINATOR	4	4	4	4	8	8	8	8	40	4	4		32	\$7,924	64	\$16,323		96	\$24,246	1.63%	\$93,918	6.3%
DANE VAN TAMELEN	SENIOR PERMITTED WILDLIFE BIOLOGIST					8	8	16	16	16	8	8		24	\$2,966	64	\$8,148		88	\$11,114	0.75%		
ALEXANDER WALSH	ASSISTANT BIOLOGIST MONITOR	48	48	48	48	48	48	40	40	40	48	20		288	\$31,147	188	\$20,942		476	\$52,089	3.50%		
ERICA HARRIS	SENIOR SCIENTIST													0	\$0	0	\$0		0	\$0	0.00%		
SEAN BOHAC	GIS													0	\$0	0	\$0		0	\$0	0.00%		
MARY ROBBINS WADE	CULTURAL RESOURCES PRINCIPAL INVESTIGATOR							36						0	\$0	36	\$6,469		36	\$6,469	0.43%		
SAFEWORK (DBE)																							
KATHY KEATING	LABOR COMPLIANCE	8	8	8	8	8	8	8	8	8	8	8		48	\$7,684	48	\$7,914		96	\$15,598	1.05%	\$15,598	1.0%
	LABOR COMPLIANCE													0	\$0	0	\$0		0	\$0	0.00%		
N.W. PAPAC CONSULTING																							
WAYNE PAPAC	Utility Coordinator/Inspector													0	\$0	0	\$0		0	\$0	0.00%	\$0	0.0%
Supplimental Work																							
														0	\$0	0	\$0		0	\$0			
														0	\$0	0	\$0		0	\$0			
														4802	\$873,262.53	2706	\$502,394.82	\$111,950.00	7508	\$1,487,607	100%	Totals	100%

Job to date		Remaining per	
June 2023 Invoice	Total	June 2023 Invoice	
\$1,060,273.58	\$1,914,249.96	\$216,305.16	
\$605,457.00		\$39,253.74	
\$410,267.26		\$155,629.74	
\$4,419.00		\$4,552.00	
\$40,130.32		\$16,869.68	
\$524,015.47	\$1,048,129.69	\$381,418.39	
\$333,595.36	CS	\$328,128.14	
\$190,420.11	MT	\$53,290.25	
\$186,191.32	\$280,109.61	\$57,426.00	
\$20,903.36	\$36,501.81	\$6,375.16	
\$56,312.38	\$56,312.38	\$78.06	
\$69,407	\$69,407	\$0	Supplemental
\$1,917,103	\$3,404,711	\$661,603	
74%		26%	

\$19,009	3% Mark-up on Subconsultants
\$1,506,616	Total Fee to Complete
\$661,603	Amount remaining
\$845,013	Additional amount required

\$2,578,707	Current Total Budget
\$661,603	Amount remaining