



CITY OF ESCONDIDO
TENTH AMENDMENT TO CONSULTING AGREEMENT

This Tenth Amendment to Consulting Agreement ("Tenth Amendment") is made and entered into as of this _____ day of _____, 2022 ("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: Carolyn Crull
(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, and a Ninth Amendment dated March 9, 2021 (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 Tenth 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 Tenth Amendment.
2. The CITY will compensate CONSULTANT in an additional amount not to exceed the sum of **\$467,249**, pursuant to the conditions contained in "Attachment A" to this Tenth Amendment.
3. All other terms of the Agreement not referenced in this Tenth Amendment shall remain unchanged and in full force and effect. In the event of a conflict between a provision of the Agreement and this Tenth Amendment, this Tenth Amendment shall prevail.
4. This Tenth 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 Tenth 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 Tenth 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 Tenth Amendment, the effective date of this Tenth Amendment shall be the latest date of execution set forth by the names of the signatories below.

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

CITY OF ESCONDIDO

Date: _____

Paul McNamara, 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"

Scope of Work

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 Scope of Work, which is attached hereto and incorporated by this reference.

C. Services

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

D. Scheduling

Inquires relating to this Tenth 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 Tenth Amendment shall not exceed **\$467,249**. The contract price of this Tenth Amendment shall bring the cumulative Agreement price to \$3,958,646.50.

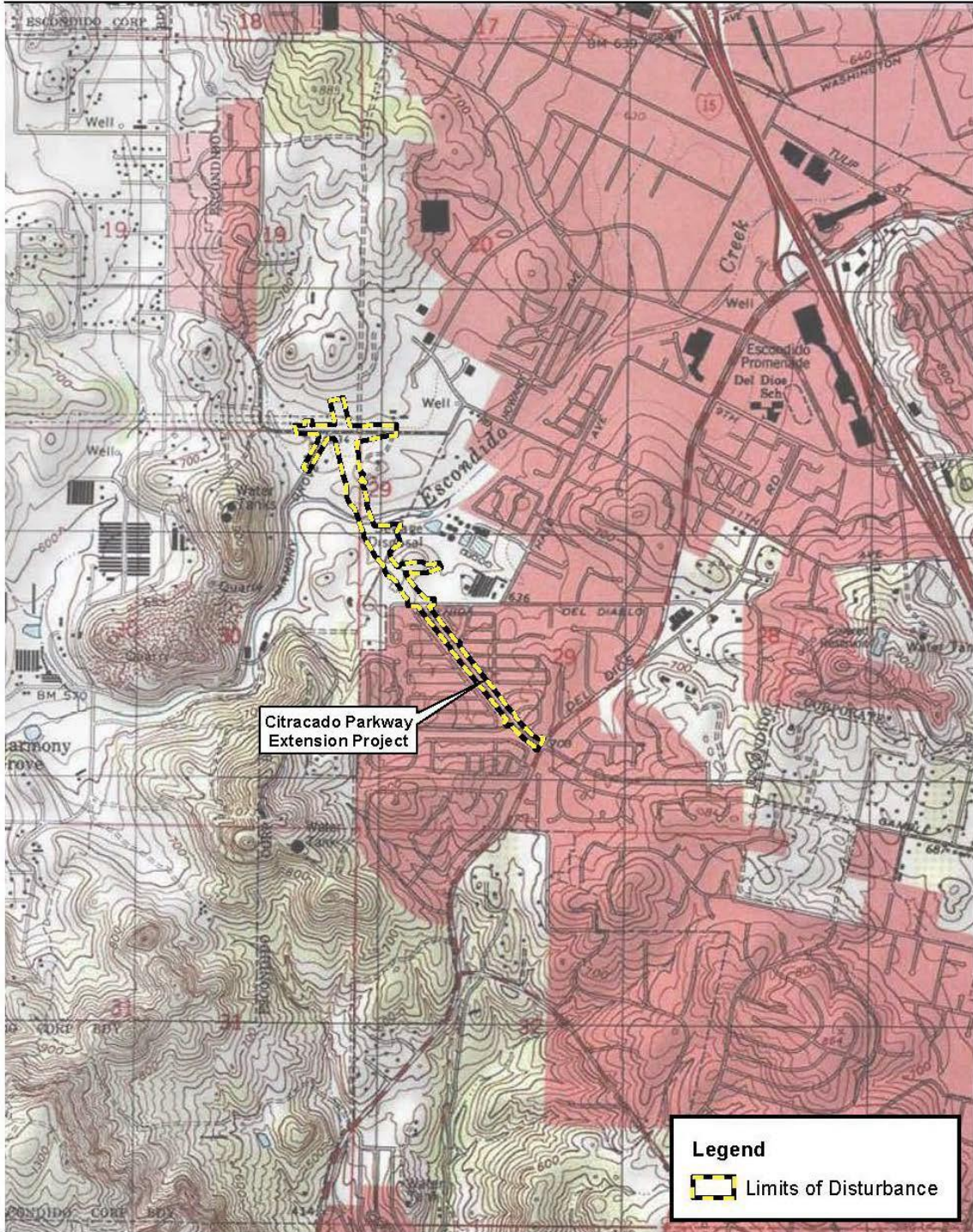
The contract price includes all labor, materials, equipment, and transportation required to perform the work. Services will be billed as services are performed. Payment will be made after services have been performed and within 30 days of receipt of an invoice for those services. Consultant shall not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

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

F. Term

The term of this Tenth Amendment shall be from the Effective Date of this Tenth Amendment through the date of Notice of Completion for the Project which shall be filed by the City with the County of SD.

EXHIBIT 1



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

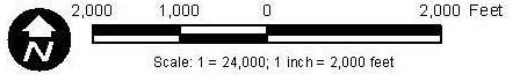


EXHIBIT 2

Task 200 – Environmental Protocol Surveys and Permitting

240 – CTC Submittal Support

Support the City's submittal to the California Transportation Commission (CTC). Support activities included responding to questions, providing supporting documentation, and revising the first addendum to the Environmental Impact Report (EIR).

The following is supporting documentation for this task.

- Final Environmental Impact Report
- ADA compliant Statements of Overriding Considerations
- Notice of Determination
- ADA compliant vicinity map (8.5 x 11" black and white)
- Brief statement explaining why the decision was made to prepare an Environmental Impact Report, rather than a Negative Declaration or Mitigated Negative Declaration
- Memo summarizing in a bullet point list the significant environmental impacts and the required mitigation measures for the project

250 – NEPA Documentation

Preparation of NEPA documents and information in support of the City's effort to obtain federal grant funding for the construction of Citracado Parkway. Work includes preparation of the environmental narrative and certification forms.

Task 500 – Civil Plans, Specifications, and Estimate

560 – Update Civil Unit Costs for Final Engineer's Estimate of Cost

AECOM submitted an engineer's estimate of cost to the City for the constructability review in December 2019. In addition to updating the engineer's estimate of cost based on plan revisions, provide new unit costs for 94 civil bid items. New unit costs necessary to account for major changes in the cost of construction materials and labor costs since December 2019 need to be identified. Standard cost escalation processes to account for typical annual inflation would not be accurate due to the impact of recent international tariffs, labor shortages, procurement delays, and inflation in construction costs over the past two years.

580 – Storm Water Pollution Prevention Plan (SWPPP)

Preparation of a draft Storm Water Pollution Prevention Plan required for construction and issuance of a Construction Permit/WDID number. A WDID number is required before work can commence.

Task 600 – Structures Plans, Specifications, and Estimate

621 – Revise Bridge Plans to Accommodate Future Utilities

Revise the bridge typical sections based on comments received from the utility owners, including AT&T, Cox, and SDG&E. This task includes secondary plan revisions to remaining bridge sheets based on revisions to the typical sections. Revisions are to address changes in the SDG&E gas main from a tangent alignment to a curved alignment, as well as the eventual removal of the large multi-agency future conduits.

680 – Update Structural Unit Costs for Final Engineer's Estimate of Cost

AECOM submitted an engineer's estimate of cost to the City for the constructability review in December 2019. In addition to updating the engineer's estimate of cost based on plan revisions, provide new unit costs for 53 structural bid items. New unit costs necessary to account for major changes in the cost of construction materials and labor costs since December 2019 need to be identified. Standard cost escalation processes to account for typical annual inflation would not be accurate in this case due to the impact of recent international tariffs, labor shortages, procurement delays, and inflation in construction costs over the past two years.

Task 800 – Utility Design and Coordination

820 – Utility Coordination Meetings

Additional utility design coordination meetings with SDG&E, Rincon del Diablo Municipal Water District (RDDMWD), AT&T, or Cox, are necessary to ensure coordination of utilities.

830 – Revised Temporary Bypass Highline Plans, Specifications, and Bid Schedule

Revision of the temporary bypass highline plans and specifications based additional comments received from RDDMWD, beyond revisions and comments scoped in other amendments and in the original contract.

840 – Incorporation of Utility Plans

Insertion of up to eight (8) sheets from SDG&E for a new gas line and one (1) sheet from Cox communications for the conduit for incorporation into the project plan set. This task includes inserting the additional sheets, updating sheet numbers, adding bid items per utility owner, completing related quantity take-offs, preparing special provisions detailing the work to be done by the contractor and utility owners, and an estimated cost for the contractor's portion of this work, which will be included in the engineer's estimate of cost.

Task 2000 – Constructability Review

2010 – Additional Constructability Comments on Civil Plans and Specifications

2020 – Additional Constructability Comments on Structural Plans and Specifications

2030 – Additional Constructability Comments on Landscape and Irrigation Plans and Specifications

The additional level of effort required for reviewing, responding to and addressing the review comments is significant. The number of comments received was much higher and over an extended period of time than outlined in Amendment 9.

2040 – Additional Constructability Comments on Water and Recycled Water Plans and Specifications

Because of the addition of a second the high-lining system and other requested revisions to the water plans and specifications by the City, the level of effort required for reviewing and addressing these changes is significantly higher than accounted for in the original contract and previously approved amendments. This work includes addressing all of the review comments, revisions to existing design previously approved, and adding new elements to each of the water systems (potable and reclaimed).

Task 5000 - Accelerated Final Delivery of the PS&E

5010 – Additional City Coordination for Accelerated Schedule Workplan

This task is to accelerate work in order to meet the funding deadline associated with project funding. This work effort is to finalize delivery of the final PS&E from a six-week period to two weeks.

In order to meet the City's targeted advertisement date, additional coordination with the City to develop a plan to accelerate the delivery of the final PS&E. This work requires extensive City coordination an increased level of coordination within the project team internally.

This task includes additional coordination with the City to implement the accelerated work plan.

5020 – Staff Changes for Accelerated Schedule

The primary method of accelerating the schedule was to shift work that would normally be completed by lower-level staff to higher-level staff. This allows all levels of staff to work simultaneously and therefore complete the work in less time. Prior to the City's request to accelerate the schedule, the staffing plan was for lower-level staff to complete as much of the work as possible, with higher-level staff overseeing and checking their work. With higher- and lower-level staff completing the work, principal-level staff is needed to oversee and check the work completed by the higher-level staff.

The cost to the City of accelerating the schedule arises from the use of staff with higher hourly rates completing the same number of hours of work. The cost impact is estimated by multiplying the number of hours of work completed over the two-week period by the difference in the weighted average hourly rate.

Task 6000 - Bid Phase Services

6010 – Electronic Signature Process

In lieu of printing mylars for final plans, a secure electronic signature process using Adobe Sign is preferred. This allows staff to sign all plan sheets from their desk, and reduces time at the end

of the project to complete "As-Builts" for City record of project changes.

6020 - Bidding Support

Support during the bidding of Citracado Parkway construction project is imperative to giving contractor's confidence in the City. Bidding support includes responding to bidders' inquiries and submitting documentation to the City to be included in any issued bid addenda.

6030 - Conformed Plans

Preparation of a conformed set of plans reflecting all revisions made during the bidding process shall be prepared by AECOM and provided to the City prior to starting construction.

Design Services During Construction

DSDC 1 Project Management

Project management includes the tasks necessary to facilitate project delivery in a manner that meets contractual requirements and adheres to the project schedule and budget. To complete these tasks, AECOM will use proprietary tools for project delivery, developed based on the principles of earned value, risk management, and quality assurance and quality control (QA/QC), among others.

AECOM will monitor its budget and progress on a weekly basis using AECOM's internal project management tools and systems. AECOM will report progress on a monthly basis with each invoice to the City of Escondido. The progress report will outline the progress completed for the subject billing period, the tasks anticipated during the next billing period, and a brief discussion of any issues encountered with the schedule, budget, or scope. Up to fourteen (14) monthly progress reports and invoices are included. Deliverables • Progress Reports and Invoices

DSDC 2 Coordination w/CM 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 168 hours, as shown in the cost proposal in Appendix B, unless additional budget is authorized by the City in a future amendment.

DSDC 3 Biweekly Construction Meetings

AECOM will attend biweekly jobsite meetings with up to one (1) consultant staff member present. A total number of 28 meetings are anticipated during the 14-month construction period and each meeting is anticipated to be two (2) hours long, including travel.

DSDC 4 Respond to 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 authorizing variations from the contract documents will be made by the City of Escondido CM.

AECOM will review up to 45 RFIs and provide written clarifications and responses to the CM within five (5) working days or as required by the construction contract. 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 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 may be in response to an action required by an RFI, change order, unforeseen site condition, informal value engineering, etc., and will be annotated in a manner directed by the City of Escondido CM. If requested by the City of Escondido, AECOM will develop cost estimates to coincide with the proposed changes. Design revisions and additional designs will be transmitted in PDF file format.

The total level of effort for this task will not exceed 360 hours, as shown in the cost proposal in Appendix B, unless additional budget is authorized by the City in a future amendment.

DSDC 6 Review 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 ten (10) submittals or resubmittals. 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.

DSDC 7 Punchlist and As-Built Preparation

As the project nears substantial completion, AECOM will attend the final site walk and assist the City of Escondido CM team in preparing a punchlist of items to be addressed. If directed by the City, AECOM will prepare CADD-drafted asbuilt drawings to incorporate changes to the design from CM-approved field construction changes. AECOM will incorporate the plan redlines prepared by the Contractor during construction to develop the as-built drawings.

The total level of effort for this task will not exceed 312 hours, as shown in the cost proposal in Appendix B, unless additional budget is authorized by the City in a future amendment.

APDX E&F Continued Environmental Support

Apdx E&F1 Environmental Permit Extension

Based on discussions and correspondence with City staff, AECOM's environmental compliance and permitting specialists propose the following as-needed services to support environmental compliance and monitoring for the Citracado Parkway Improvements Project.

Environmental Permit Extensions

AECOM will prepare and submit applications to extend environmental permits that will expire before construction is anticipated to be completed. The permits to be extended include the following:

a. Agency / Permit / Expiration / Notes

USACE Nationwide Permit (NWB) 14 - Linear Transportation Projects, SPL-2015-00121-WSZ 3/18/2023 Construction will not be completed by this date.

CDFW Amendment to Streambed Alteration Agreement, 1600-2013-0026-R5 6/15/2023 Construction is estimated to be completed around this date, so we recommend extending the permit to be conservative.

This task assumes that AECOM is only extending the date of the permits, and is not conducting any additional impact analysis. It is assumed that no new mitigations will be required by the permitting agency. All application fees are assumed to be paid by the City.

Apdx E&F2 Environmental Compliance Support

AECOM will use its history with the project and institutional knowledge to support the City and the City's environmental compliance consultant, HELIX, as-needed, for biological resources compliance. Anticipated tasks include locating previously completed documents, participating in phone calls, attending meetings, and answering questions from the City/HELIX team over email. This task also includes project setup, invoicing and project closure activities.

These services will be provided on a time-and-materials basis. When the budget shown in the cost proposal is expended, if the City requests a continuation of services, AECOM will prepare a proposal to increase the budget.

Assumptions

- This scope is assumed to be a pure services contract, with no contractual deliverables and no fixed schedule.
- The preparation of deliverables is not included in this scope of services, but may be added by amendment if requested by the City.

Deliverables

- None

EXHIBIT 3

Task		Estimated Hours	Estimated Labor Cost
240	CTC Submittal Support	11	\$2,035
250	NEPA Documentation	150	\$14,556
560	Update Civil Unit Costs for Final Engineer's Estimate of Cost	45	\$6,500
580	Storm Water Pollution Prevention Plan (SWPPP)	81	\$13,035
621	Revise Bridge Plans to Accommodate Future Utilities	90	\$17,400
680	Update Structural Unit Costs for Final Engineer's Estimate of Cost	30	\$4,000
820	Utility Coordination Meetings	33	\$5,325
830	Revised Temporary Bypass Highline Plans, Specs, and Bid Schedule	284	\$38,270
840	Incorporation of Utility Plans	31	\$5,025
2010	Additional Constructability Comments on Civil Plans and Specifications	114	\$9,625
2020	Additional Constructability Comments on Structural Plans and Specs	85	\$8,425
2030	Additional Constructability Comments on Landscape and Irrigation Plans and Specifications	5	\$300
2040	Additional Constructability Comments on Water and Recycled Water Plans and Specifications	60	\$4,650
5010	Additional City Coordination for Accelerated Schedule Workplan	26	\$4,680
5020	Staff Changes for Accelerated Schedule	707.25	\$18,035
6010	Electronic Signature Process	23	\$2,300
6020	Bidding Support	206	\$42,330
6030	Conformed Plans	86	\$13,370
DSDC 1	Project Management	66	\$10,816
DSDC 2	Coordination w/Construction Management Team and Field Visits (\$300 – ODCs)	168	\$40,384
DSDC 3	Biweekly Construction Meetings	56	\$16,052
DSDC 4	Respond to Requests for Information (RFI)	270	\$55,410
DSDC 5	Prepare Design Revisions	360	\$60,750
DSDC 6	Review Submittals	50	\$12,836
DSDC 7	Punchlist and As-Built Preparation	312	\$40,000
Apdx F1	Environmental Permit Extension		\$8,140
Apdx F2	Environmental Compliance Support		\$13,000
	Total	3349.25	\$467,249