

**SECOND AMENDMENT TO CONSULTANT SERVICES CONTRACT
BETWEEN THE CITY OF WATSONVILLE
AND DANIEL B. STEPHENS & ASSOCIATES, INC.**

THIS SECOND AMENDMENT TO CONTRACT for consultant services is entered into by and between the **City of Watsonville** ("City") and **Daniel B. Stephens & Associates, Inc.** ("Consultant") this _____ day of _____, 20____. The City and Consultant agree as follows:

RECITALS

WHEREAS, City and Consultant have previously executed a Consultant Services Contract for work associated with soil contamination sampling, monitoring, and mitigation from a former dry cleaning business in the vicinity of 1350 Freedom Boulevard dated September 8, 2020; and

WHEREAS, the original contract was in the amount of \$259,569.00 with an expiration date of September 30, 2022; and

WHEREAS, City and Consultant have previously executed a first amendment to the contract, amending the compensation to increase the contract amount by \$319,176 for a revised total amount not to exceed \$625,854.76, and extending the contract term to December 31, 2023; and

WHEREAS, an amendment to the existing contract is requested to provide additional funding and additional time needed for the implementation of the corrective action plan for site locations in the vicinity of 1350 Freedom Boulevard; and

WHEREAS, the Second Amendment of the Contract for Consultant Services is in the best interest of the City of Watsonville.

NOW, THEREFORE, the City and the Consultant agree that the Contract shall be amended as follows:

Section 1 is hereby amended to add the following:

"Section 1. Scope of Services. In addition to the performance of those services specified in detail in Exhibit "A" of the Contract, Consultant shall perform the additional services specified in detail in Exhibit "1," entitled SECOND AMENDMENT TO SCOPE OF SERVICES, which is attached hereto and incorporated herein."

Section 2 is hereby amended to add the following:

"Section 2. Term of Agreement. The contract is hereby amended to extend the term from December 31, 2023, through December 31, 2025."

Section 4 is hereby amended to read:

"Section 4 and Exhibit "C" both entitled "Compensation" of the Contract, are hereby amended to provide an additional amount of compensation of One Million Sixty One Thousand Three Hundred Eight Dollars (\$1,061,308) for professional services."

All other terms and conditions of the Contract dated September 8, 2020, as amended, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Second Amendment to Consultant Services Contract the day and year first hereinabove written.

CITY OF WATSONVILLE

Daniel B. Stephens & Associates, Inc.

By _____
Rene Mendez, City Manager

DocuSigned by:
By _____
James A. Kelsey, President

ATTEST:

By _____
Irwin I. Ortiz, City Clerk
APPROVED AS TO FORM:

By _____
Samantha W. Zutler, City Attorney

EXHIBIT "1"

SECOND AMENDMENT TO SCOPE OF SERVICES

The scope of services is as follows:

1. Semi-Annual Monitoring (Field 1Q24)
2. Semi-Annual Monitoring (Field 3Q24)
3. Semi-Annual Monitoring (Report 1Q24)
4. Semi-Annual Monitoring (Report 3Q24)
5. Corrective Action Plan Update
6. Laurel Street Groundwater Treatment
7. Broadis Street Soil Excavation
8. Performance Monitoring
9. Laurel Street Reporting
10. Broadis Street Reporting
11. Project Management