

**SECOND AMENDMENT TO CONSULTANT SERVICES CONTRACT
BETWEEN THE CITY OF WATSONVILLE
AND BOWMAN & WILLIAMS**

THIS SECOND AMENDMENT TO CONTRACT for consultant services is entered into by and between the **City of Watsonville** ("City") and **Bowman & Williams, a corporation** ("Consultant") this _____. The City and Consultant agree as follows:

RECITALS

WHEREAS, the City and Consultant have previously executed a Consultant Services Agreement on the 15th of April 2020 to provide civil and surveying, general on-call services for the City of Watsonville, Lake Avenue Underground District; and

WHEREAS, the City and Consultant have executed Amendment No. 1 to said Consultant Services Agreement to extend terms of contract; and

WHEREAS, the City had put this project on hold due to other higher priority projects and PG&E's elimination of annual allocation of funding for the Utility Undergrounding, both items caused project schedule to delay; and

WHEREAS, the Public Works Department will move forward with scaling down the scope of work to install street lighting on Lake Avenue to provide immediate safety in this corridor; and

WHEREAS the 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. The performance of services specified in detail in Exhibit "A" of the Contract shall be replaced with the modified 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 read:

“Section 2. Term of Agreement. The term of this agreement shall be from June 30, 2021 to June 30, 2026, inclusive.”

Section 3 is hereby amended to add the following:

“In addition to the schedule of performance of services specified in detail in Exhibit “B” of contract, consultant shall perform a schedule specified in detail in the following and incorporated herein:

- 1. 60% submittal of Plans and Specifications-June 10, 2024 to August 5, 2024***
- 2. 90% submittal of Plans and Specifications-August 5, 2024 to September 16, 2024***
- 3. 100% submittal and completion of Plans and Specifications-September 16, 2024 to October 28, 2024”***

Section 4 is hereby amended to read:

“Section 4 and Exhibit "C" both entitled "Compensation" of the Contract, are hereby amended to provide a new hourly schedule and shall be replaced with Exhibit 2, entitled SECOND AMENDMENT TO COMPENSATION, which is attached hereto and incorporated herein.”


All other terms and conditions of the Contract dated April 15, 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

BOWMAN & WILLIAMS

By _____
Rene Mendez, City Manager

By  _____
Joel Ricca, Principal Engineer

ATTEST:

By _____
Irwin Ortiz, City Clerk

APPROVED AS TO FORM:

By _____
Samantha Zutler, City Attorney

EXHIBIT "1"

SECOND AMENDMENT TO SCOPE OF SERVICES

The scope of services is as follows:

Scope of Work per above mentioned Exhibit will be described in the attached May 8, 2024 letter from Joel Ricca to Murray Fontes with a subject of Contract Amendment for Civil Design and Surveying, General On Call Services for the City of Watsonville, Lake Avenue Underground District; Cost not to exceed \$116,748.20.

Additional Services: to be requested in writing and approved by the City, per amendment No. 2. Cost not-to-exceed \$18,851.80.

EXHIBIT "2"

SECOND AMENDMENT TO COMPENSATION

A. Total compensation. The total obligation of City under this Contract shall not exceed \$135,600.

Per Second Amendment Scope of Work, See Exhibit 1- \$116,748.20.

Additional Services: to be requested in writing and approved by the City, cost not to exceed \$18,851.80.

B. Basis for Payment. Payments to consultant for services performed under this contract shall be made as follows and shall (not) include payment for reimbursable expenses:

As described in the hourly charges rate in the attached May 8, 2024 letter from Joel Ricca to Murray Fontes with a subject of Proposal Contract Amendment for Civil Design and Surveying, General On-Call Services for the City of Watsonville, Lake Avenue Underground District.

C. Payment Request. Consultant shall submit a request for payment for services on a monthly basis by letter to Director or said Director's designated representative. Such request for payment shall cover the preceding monthly period during the term hereof, shall not the City's purchase order number for this contract, shall contain a detailed listing of the total number of items or tasks or hours for which payment is requested, the individual dates on which services were rendered, and invoices for reimbursable expenses if any. Consultant to attach a copy of subconsultants invoices to consultant as a reference. Upon receipt in the Office of Director of said payment request, Director shall cause payment to be initiated to consultant for appropriate compensation.