



CITY OF ESCONDIDO  
FIRST AMENDMENT TO CONSULTING AGREEMENT

This First Amendment to Consulting Agreement ("First 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: Jonathan Schauble  
                                  760-839-4072  
                                  ("CITY")

And:                         Hoch Consulting, APC  
                                  a California corporation  
                                  804 Pier View Way, Suite 100  
                                  Oceanside, CA 92054  
                                  Attn: Adam Hoch  
                                  858-431-9767  
                                  ("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 May 1<sup>st</sup>, 2023 ("Agreement"), wherein CITY retained CONSULTANT to provide services for project management and engineering services for Capital Improvement Program projects , 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 First 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 First Amendment.
2. Personnel. The performance of the Services by certain professionals is significant to the CITY. As such, CONSULTANT shall only assign the persons listed on Attachment "B", attached to this First Amendment and incorporated herein by this reference ("Personnel List"), to perform the Services. CONSULTANT shall not add or remove persons from the Personnel List without the City's prior

written consent. If CONSULTANT has not designated a person to perform a component of the Services, CONSULTANT shall not assign such component of the Services to a person without obtaining the City's prior written consent. CONSULTANT shall not subcontract any component of the Services without obtaining the City's prior written consent.

3. The CITY will compensate CONSULTANT in an additional amount not to exceed the sum of **\$2,012,366.85**, pursuant to the conditions contained in "Attachment A" to this First Amendment.
4. All other terms of the Agreement not referenced in this First Amendment shall remain unchanged and in full force and effect. In the event of a conflict between a provision of the Agreement and this First Amendment, this First Amendment shall prevail.
5. This First 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.
6. This First 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 First Amendment by electronic means, including an attachment to an email, shall be effective as delivery of an executed original.
7. Unless a different date is provided in this First Amendment, the effective date of this First Amendment shall be the latest date of execution set forth by the names of the signatories below.

(SIGNATURE PAGE FOLLOWS)

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

CITY OF ESCONDIDO

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

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

Hoch Consulting, APC

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**

Hoch Consulting, APC, a California corporation ("Consultant") will provide the City of Escondido, a California municipal corporation ("City") with consulting services for the following projects (referred to individually as "Project," and collectively as "Projects"): Grand Avenue Phase II, Grape Day Park Restroom, Mountain View Park Pickleball Courts, South Escondido Access Improvements, Storm Drain Rehabilitation, and Pavement Rehabilitation.

#### **B. Location**

Consultant shall provide services at various locations including the following Project sites:

1. Grand Avenue, Escondido, CA 92025;
2. 321 N. Broadway, Escondido, CA, 92025;
3. 1160 S. Citrus Ave., Escondido, CA, 92025;
4. Along Centre City Parkway near the intersections of South Escondido Boulevard and Brotherton Road, Escondido, CA 92025; and
5. The Pavement Rehabilitation Project and Storm Drain Rehabilitation Project include multiple locations throughout the City of Escondido.

#### **C. Services**

Consultant shall provide services as described in **Exhibit 1** to this Scope of Work, which is attached hereto and incorporated by this reference. In the event of a conflict between the Agreement (including this First Amendment) and Exhibit 1, the terms of the Agreement shall prevail. Services under this First Amendment shall generally include:

Project 1: Grand Avenue Phase II Services:

1. Provide Construction Management ("CM") Services throughout Pre-Construction, Construction and Project Closeout;
2. Provide Public Outreach throughout all remaining Phases of Project;
3. Provide Daily Inspection throughout Construction; and
4. Provide Specialty Inspection throughout Construction.

Project 2: Grape Day Park Restroom Services:

1. Provide CM Services throughout Pre-Construction, Construction and Project Closeout;
2. Provide Public Outreach throughout all remaining Phases of Project;
3. Provide a Constructability Review before Bidding Project;
4. Provide Daily Inspection throughout Construction; and
5. Provide Specialty Inspection throughout Construction.

Project 3: Mountain View Pickleball Courts Services:

1. Provide Project Management ("PM") Services throughout Design, Construction, and Project Closeout

Project 4: South Escondido Access Improvements Services:

1. Provide PM Services through Design, Bidding and Award

Project 5: Storm Drain Rehabilitation Services:

1. Provide PM Service to Complete Construction and Closeout Phase III;
2. Provide PM Services to Prepare, Bid and Award Phase IV;
3. Provide PM Services for Phase IV Construction and Project Closeout;
4. Provide CM Services During Phase IV Construction and Project Closeout; and

5. Provide Daily Inspection During Phase IV Construction.

Project 6: Pavement Rehabilitation Services:

1. Provide PM Service to Complete Construction and Closeout Current Round Phase I and II;
2. Provide PM Services to prepare, Bid and Award Phase I and Phase II for Next Round;
3. Provide PM Services for Phase I and Phase II for Next Round through Construction and Project Closeout;
4. Provide CM Services during Next Round Construction for Phase I and Phase II; and
5. Provide Daily Inspection During Next Round Construction for Phase I and Phase II.

**D. Scheduling**

Consultant to schedule specific dates of work in advance by contacting Jonathan Schauble at 760-839-4072 or [jschauble@escondido.org](mailto:jschauble@escondido.org).

**E. Contract Price and Payment Terms**

The contract price of this First Amendment shall not exceed **\$2,012,366.85**. The contract price of this First Amendment (\$2,012,366.85) will bring the total contract price of the Agreement to **\$2,312,366.85**. The contract price of this First Amendment includes all labor, materials, equipment, and transportation required to perform the work. Services will be billed monthly on a time and materials basis. Payment will be made after services have been performed and within 30 days of receipt of an invoice for those services.

**F. Term**

The term of this First Amendment shall be from the Effective Date of the this First Amendment through **December 31, 2026**.

## ATTACHMENT "B"

### Personnel List

Pursuant to Section 2 of the this First Amendment, CONSULTANT shall only assign performance of Services to persons listed below.

1. Adam Hoch, P.E., QSD, QISP, [ahoch@hochconsulting.com](mailto:ahoch@hochconsulting.com), Hoch Consulting; and
2. Nicholas Josten, P.E., [njosten@hochconsulting.com](mailto:njosten@hochconsulting.com), Hoch Consulting; and
3. Cari Dale, [cdale@hochconsulting.com](mailto:cdale@hochconsulting.com), Hoch Consulting; and
4. Aaron Gress, P.E. [agress@hochconsulting.com](mailto:agress@hochconsulting.com), Hoch Consulting; and
5. Dan Poulton, [dpoulton@hochconsulting.com](mailto:dpoulton@hochconsulting.com), Hoch Consulting; and
6. Sarah Davis, [sdavis@hochconsulting.com](mailto:sdavis@hochconsulting.com), Hoch Consulting; and
7. Richard Roth [rroth@hochconsulting.com](mailto:rroth@hochconsulting.com), Hoch Consulting; and
8. Dale Winterquist [dwinterquist@hochconsulting.com](mailto:dwinterquist@hochconsulting.com), Hoch Consulting; and
9. Solomon Sheikh [ssheikh@hochconsulting.com](mailto:ssheikh@hochconsulting.com), Hoch Consulting; and
10. Kathryn Calilan, E.I.T., [kcalilan@hochconsulting.com](mailto:kcalilan@hochconsulting.com), Hoch Consulting; and
11. Lena Bagnol, [lbagnol@hochconsulting.com](mailto:lbagnol@hochconsulting.com), Hoch Consulting

CONSULTANT shall not add or remove persons from this Personnel List without the City's prior written consent. If CONSULTANT has not designated a person to perform a component of the Services, CONSULTANT shall not assign such component of the Services to a person without obtaining the City's prior written consent. CONSULTANT shall not subcontract any component of the Services without obtaining the City's prior written consent.

Acknowledged by:

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

\_\_\_\_\_  
Adam Hoch P.E, QSD, QISP, President