



CITY OF ESCONDIDO
SECOND AMENDMENT TO CONSULTING AGREEMENT

This Second Amendment to Consulting Agreement ("Second 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: Randy Manns
760-839-6290, ext. 7031
("CITY")

And: Arcadis U.S., Inc.
a Delaware corporation
9620 Chesapeake Drive, Suite 6
San Diego, CA 92123
Attn: Rick Farr
858-535-8539
("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 November 8, 2021, which was subsequently amended by a First Amendment dated January 31, 2022 (collectively, the "Agreement"), wherein CITY retained CONSULTANT to provide construction management services for the San Pasqual Undergrounding 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 Second 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 Second Amendment.
2. The CITY will compensate CONSULTANT in an additional amount not to exceed the sum of

\$569,797, pursuant to the conditions contained in "Attachment A" to this Second Amendment.

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

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

CITY OF ESCONDIDO

Date: _____

Sean McGlynn, City Manager

Arcadis U.S., 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

Arcadis U.S., Inc., a Delaware corporation ("Consultant") will provide the City of Escondido, a California municipal corporation ("City") with full-service construction management ("CM") services related to the City's San Pasqual Undergrounding project ("Project").

B. Location

Consultant to provide services at the Project site located along North Lake Wohlford Road, between Woods Valley Road and North Canal Road. See Exhibit 1, which is attached to this Scope of Work and incorporated herein by this reference, for the Project site map. The Project also encompasses work within the San Pasqual Reservation. See Section F for special conditions regarding Project access.

C. Services

The services described in the Agreement shall remain unchanged pursuant to this Second Amendment.

D. Contract Price and Payment Terms

The contract price of this Second Amendment shall not exceed **\$569,797**. The contract price of this Second Amendment (\$569,797) shall bring the total contract price of this Agreement to \$2,735,790. Consultant shall submit monthly invoices to the City, and the City shall pay Consultant for invoiced services within 30 days of receipt of an invoice.

Task No.	Task Description	Total Cost
1	Coordination	\$39,360
2	Inspection	\$305,760
5	Subcontract Management – Special Inspection Services	\$55,000
6	Subcontract Management - Environmental Services	\$169,677
	Total	\$569,797

Consultant's rates for services are calculated on a "time and materials" basis in accordance with Exhibit 2 to this Scope of Work, which is attached hereto and incorporated by this reference, shall remain in effect throughout the term of this Second Amendment.

E. Term

The term of this Second Amendment shall be from the Effective Date of this Second Amendment through **August 31, 2023**.

F. Other

Consultant understands and acknowledges that the Project encompasses work within the San Pasqual Reservation, County of San Diego right-of-way, and private properties. Strict guidelines are enforced and special permission is required prior to any contractor, subcontractor, consultant or subconsultant entering the San Pasqual Reservation on behalf of this Project.



DATE	REVISIONS AND RECORD OF ISSUE	NO.	BY	CHK	APP
CY/NET ID:	XREF1 ID:				
SAVED: LA128155, 2/24/2010 2:27:57 PM	XREF2 ID:				
DWG VER #:	XREF3 ID:				
PLOTTED: LA128155, 4/12/2010 12:10:52 PM	XREF4 ID:				
USER: LA1298155	XREF5 ID:				
	SW:				



PREFERRED ALIGNMENT C

DESIGNED:	
DETAILED:	
CHECKED:	
APPROVED:	
DATE:	
PROJECT NO.	
165224	
FIG 1-2	
SHEET OF	

[illegible]