

**SECOND AMENDMENT TO CONSULTANT SERVICES CONTRACT  
BETWEEN THE CITY OF WATSONVILLE  
AND HYDROSCIENCE ENGINEERS, INC.**

**THIS SECOND AMENDMENT TO CONTRACT** for consultant services is entered into by and between the **City of Watsonville** ("City") and **HydroScience Engineers, Inc.**, ("Consultant") this day of \_\_\_\_\_. The City and Consultant agree as follows:

**RECITALS**

**WHEREAS**, City and Consultant have previously executed a Consultant Services Contract to revise for engineering services for the Freedom Blvd and Green Valley Water and Sewer Improvements Project, No. SS-20-14623, dated February 9, 2021; and

**WHEREAS**, the original contract was in the amount of \$376,691.00 with an expiration date of June 30, 2023;

**WHEREAS**, a Request for Qualification Statements (RFQ) was issued on May 9, 2020, asking for consulting engineering firms to assist the City for periodic and on call water and wastewater professional design services with the deadline for submittal on June 9, 2020; and

**WHEREAS**, a total of 12 firms submitted qualification statements; these statements were reviewed by City staff and a list was developed which will be kept for three years as stated in the RFQ; and

**WHEREAS**, HydroScience Engineers, Inc. is on this list of eligible consultants for the consideration of the City Manager and submission to the City Council; and

**WHEREAS**, on December 1, 2021, First Amendment was executed to amend Section 1. Scope of Services, and Section 4 and Exhibit "C", both entitled

“Compensation”, and provide an additional amount of \$43,800 for a total contract amount not to exceed \$420,491; and

**WHEREAS**, the City has added additional tasks to the work program of the Consultant causing additional cost and time to the project completion; 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 FIRST AMENDMENT TO SCOPE OF SERVICES, which is attached hereto and incorporated herein."***

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 Thirty-Five Thousand and Two Hundred Fifteen Dollars (\$35,215) for professional services. The total contract amount is not to exceed \$455,706."***

All other terms and conditions of the Contract dated February 9, 2021, 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**

**HYDROSCIENCE ENGINEERS, INC.**

By \_\_\_\_\_  
Rene Mendez, City Manager

By \_\_\_\_\_  
Mary Hoang, Principal

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:

#### ***Additional Engineering Services***

##### 1. Submittals

- a. HydroScience reviewed 19 more submittals than the originally agreed quantity of 30 submittals.
- b. HydroScience reviewed submittals in which the Contractor submitted alternative products from different suppliers. Typically, the Contractor submits one product from one supplier, and the Designer reviews that one submittal or the City selects one supplier from the list for HydroScience to review.
- c. At the Construction Manager's (CM) request, we reviewed contractor resubmittals where our original response was Make Corrections Noted (MCN) which means no resubmittal is required.

##### 2. RFIs, CAD sketches, Drawing Updates

- a. The lack of detail in several RFIs from the Contractor required more coordination effort than originally budgeted for, and in our experience, required more effort than is typically needed.
- b. HydroScience RFIs #12 – 20 (ProCore RFIs #14a – 14i): The nature of these RFIs (service reconnections) are commonly resolved in the field with changes captured in the Record Drawings from the Contractor's markups. If a written response is requested by the Contractor, then a field sketch or written description is provided by the CM team. However, the Contractor requested drawing revisions with revision clouds which is not typical for this type of activity. After speaking with the City CM, it was agreed that HydroScience would develop 'sketches' (drawing sheet updates with rev-clouds) to respond to the RFIs. Multiple revisions were made to the HydroScience responses to reflect the additional contractor questions and concerns that were not included in the original budget.

- c. **Sydney Avenue Drawing Update:** After the design drawings for this project were completed, KJ Woods installed a new 6-inch PVC water main along Sydney Ave, as part of a separate project for the City of Watsonville. The existing CIP water main was then abandoned. Within ProCore RFI 14, the Contractor (KJ Woods) noted that the tie-in point shown on the Construction Drawings at Sydney Ave and Freedom Blvd did not reflect the new conditions. At the CM's request, HydroScience collected & reviewed the drawings of the Sydney Ave 6-inch PVC water main, incorporated the new information and revised sheet C104 for this Freedom Blvd project, added rev-clouds, and submitted the updated sheet to respond to the RFI. Like the other issues noted above, the original RFI lacked detail and omitted the fact that the new 6-inch water main was recently installed by the same contractor, KJ Woods.

### 3. Record Drawings

- a. The project site is much more complicated than when HydroScience developed the original fee estimate. After construction started, it was found that the existing conditions as shown on the drawings were inaccurate in some locations, such as Green Valley & Freedom, near the Charter School, and at Sydney Ave where the City recently completed utility improvements. In addition, the City has requested the Contractor to add potholing data onto the redlines which will then be transferred to the Record Drawings by HydroScience. Additional coordination & drafting effort is anticipated based on this and the lack of information the Contractor has provided thus far.

## Cost

Description	Mary Hoang Principal-in-Charge	Chris Dodge Project Manager	Eric Petrel QA/QC	Robert Le Project Engineer	Alexandra Watson Support Engineer	Anthony Perez Drafting	HydroScience Hours	HydroScience Fee
	Prin \$255	E-VII \$225	E-IX \$245	E-IV \$195	E-III \$185	CAD \$115		
<b>Construction Support Services</b>								
Submittals	4	2	2	40	20	6	74	\$ 14,150
RFIs	4	2	0	36	20	0	62	\$ 12,190
Record Drawings	1	4	0	16	0	40	61	\$ 8,875
	9	8	2	92	40	46	197	\$ 35,215