

**FIRST AMENDMENT TO CONSULTANT SERVICES CONTRACT
BETWEEN THE CITY OF WATSONVILLE AND 4LEAF, INC.**

THIS FIRST AMENDMENT TO CONTRACT for consultant services is entered into by and between the **City of Watsonville** ("City") and **4LEAF, 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 Construction Management and Inspection Services for the Green Valley and Freedom Water and Sewer Improvements Project, No. SS-20-14623 dated January 18, 2022; and

WHEREAS, the original contract was in the amount of \$304,641 with an expiration date of December 14, 2023; and

WHEREAS, on May 12, 2021, the Public Works & Utilities Department advertised a Request for Qualification Statements from Consulting Engineering Firms for Periodic and On Call Professional Engineering Services (Staff Augmentation, Design, Construction Management, Inspection) with a due date of June 15, 2021; and

WHEREAS, a number of firms submitted qualification statements; these statements were reviewed by City staff and a list was developed; and

WHEREAS, 4LEAF, Inc. is on this list of eligible consultants for On-Call Engineering Construction Management and Inspection Services for the Green Valley and Freedom Water and Sewer Improvements Project, No. SS-20-14623; 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 First 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 Eighteen Thousand Five Hundred Dollars (\$18,500) for professional services. The total contract amount is not to exceed \$323,141."

All other terms and conditions of the Contract dated January 18, 2021, as amended, shall remain in full force and effect.

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

CITY OF WATSONVILLE

4LEAF, Inc.

By _____
Rene Mendez, City Manager

DocuSigned by:
By Gene Barry
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Gene Barry, Vice President

ATTEST:

By _____
Irwin I. Ortiz, City Clerk

APPROVED AS TO FORM:

By _____
Samantha W. Zutler, City Attorney

EXHIBIT "1"

FIRST AMENDMENT TO SCOPE OF SERVICES

The scope of services is as follows:

- 1) An estimated 136 hours for 4LEAF's Construction Inspector, Marty Alarcon (assumes 40 hours for the week of March 6th to 10th; 40 hours for the week of March 13th to March 17th; 40 hours for the week of March 20th to March 24th; and 16 hours for the week of March 27th to March 31st).
- 2) An estimated 4 hours for 4LEAF's Principal-In-Charge, Gene Barry, to perform a download of project documents from Procore into Acrobat PDF documents. The files will be provided to the City via flash drive or via a Microsoft OneDrive shared folder.

As with all budgets, 4LEAF will only bill time and hours for those spent on performing the tasks necessary to finalize and closeout the Project.