

**CONTRACT FOR CONSULTANT SERVICES BETWEEN  
THE CITY OF WATSONVILLE AND CAROLLO ENGINEERS, INC.**

**THIS CONTRACT**, is made and entered into this \_\_\_\_\_, by and between the **City of Watsonville**, a municipal corporation, hereinafter called "City," and **Carollo Engineers, Inc.** , hereinafter called "Consultant."

**WITNESSETH**

**WHEREAS**, the City needs to obtain certain professional, technical and/or specialized services of an independent contractor to assist the City in the most economical manner; and

**WHEREAS**, Consultant has the requisite skill, training, qualifications, and experience to render such services called for under this Contract to City.

**THE PARTIES HEREBY AGREE AS FOLLOWS:**

**SECTION 1. SCOPE OF SERVICES.** Consultant shall perform those services as specified in detail in Exhibit "A," entitled "SCOPE OF SERVICES" which is attached hereto and incorporated herein.

**SECTION 2. TERM OF CONTRACT.** The term of this Contract shall be from October 1, 2022 to October 1, 2024, inclusive.

**SECTION 3. SCHEDULE OF PERFORMANCE.** The services of Consultant are to be completed according to the schedule set out in Exhibit "B," entitled "SCHEDULE OF PERFORMANCE," which is attached hereto and incorporated herein. Consultant will diligently proceed with the agreed Scope of Services and will provide such services in a timely manner in accordance with the "SCHEDULE OF PERFORMANCE."

**SECTION 4. COMPENSATION.** The compensation to be paid to Consultant including both payment for professional services and reimbursable expenses as well as the rate and schedule of payment are set out in Exhibit "C" entitled "COMPENSATION," which is attached hereto and incorporated herein.

**SECTION 5. METHOD OF PAYMENT.** Except as otherwise provided in Exhibit "C," each month, Consultant shall furnish to the City a statement of the work performed for compensation during the preceding month. Such statement shall also include a detailed record of the month's actual reimbursable expenditures.

**SECTION 6. INDEPENDENT CONSULTANT.** It is understood and agreed that Consultant, in the performance of the work and services agreed to be performed by Consultant, shall act as and be an independent Consultant and not an agent or employee of City, and as an independent Consultant, shall obtain no rights to retirement

benefits or other benefits which accrue to City's employees, and Consultant hereby expressly waives any claim it may have to any such rights.

**SECTION 7. ASSIGNABILITY.** Consultant shall not assign or transfer any interest in this Contract nor the performance of any of Consultant's obligations hereunder, without the prior written consent of City, and any attempt by Consultant to so assign this Contract or any rights, duties or obligations arising hereunder shall be void and of no effect.

**SECTION 8. INDEMNIFICATION.**

To the full extent permitted by law (subject to the limitations of Civil Code section 2782.8 for any "design professional services" performed under this Contract), Consultant will indemnify, hold harmless, release and defend the City (including its officers, elected or appointed officials, employees, volunteers or agents) from and against any and all liability or claims (including actions, demands, damages, injuries, settlements, losses or costs [including legal costs and attorney's fees])(collectively "Liability") of any nature, to the extent arising out of, pertaining to, or relating to Consultant's negligence, recklessness, or willful misconduct in the performance of this Contract. In no event shall the cost to defend charged to the Consultant exceed the Consultant's proportionate percentage of fault. Consultant's indemnification obligations under this Contract are not limited by any limitations of any insurance held by Consultant, including, but not limited to, workers compensation insurance.

**SECTION 9. INSURANCE.**

A. Errors and Omissions Insurance. Consultant shall obtain and maintain in full force throughout the term of this Contract a professional liability insurance policy (Errors and Omissions), in a company authorized to issue such insurance in the State of California, with limits of liability of not less than One Million Dollars (\$1,000,000.00) to cover all professional services rendered pursuant to this Contract.

B. Auto and Commercial General Liability Insurance. Consultant shall also maintain in full force and effect for the term of this Contract, automobile insurance and commercial general liability insurance with an insurance carrier satisfactory to City, which insurance shall include protection against claims arising from bodily and personal injury, including death resulting therefrom, and damage to property resulting from any actual occurrence arising out of the performance of this Contract. The amounts of insurance shall not be less than the following:

(1) Commercial general liability insurance, or equivalent form, with a combined single limit of not less than \$500,000.00 per occurrence. If such insurance contains a general aggregate limit, such limit shall apply separately to each project Consultant performs for City. Such insurance shall (a) name City, its appointed and elected officials, and its employees as insureds; and (b) be primary with respect to insurance or self-insurance programs maintained by City and (c) contain standard separation of insured's provisions.

(2) Business automobile liability insurance, or equivalent form, with a combined single limit of not less than \$500,000.00 per occurrence. Such insurance shall include coverage for owned, hired and non-owned automobiles.

C. Workers' Compensation Insurance. In accordance with the provisions of Section 3700 of the Labor Code, Consultant shall be insured against liability for Workers' Compensation or undertake self-insurance. Consultant agrees to comply with such provisions before commencing performance of any work under this Contract.

D. Proof of Insurance to City before Notice to Proceed to Work. Consultant shall satisfactorily provide certificates and endorsements of insurance to the City Clerk before Notice to Proceed to Work of this Contract will be issued. Certificates and policies shall state that the policy shall not be canceled or reduced in coverage without thirty (30) days written notice to City. Approval of insurance by City shall not relieve or decrease the extent to which Consultant may be held responsible for payment of damages resulting from services or operations performed pursuant to this Contract. Consultant shall not perform any work under this Contract until Consultant has obtained the required insurance and until the required certificates have been submitted to the City and approved by the City Attorney. If Consultant fails or refuses to produce or maintain the insurance required by these provisions, or fails or refuses to furnish City required proof that insurance has been procured and is in force and paid for, City shall have the right at City's election to forthwith terminate this Contract immediately without any financial or contractual obligation to the City. As a result of such termination, the City reserves the right to employ another consultant to complete the project.

E. Written notice. Contractor shall provide immediate written notice if (1) any insurance policy required by this Contract is terminated; (2) any policy limit is reduced; (3) or any deductible or self insured retention is increased.

**SECTION 10. NON-DISCRIMINATION.** Consultant shall not discriminate, in any way, against any person on the basis of age, sex, race, color, creed, national origin or disability in connection with or related to the performance of this Contract.

**SECTION 11. TERMINATION.**

A. City and Consultant shall have the right to terminate this Contract, without cause, by giving not less than ten (10) days written notice of termination.

B. If Consultant fails to perform any of its material obligations under this Contract, in addition to all other remedies provided by law, City may terminate this Contract immediately upon written notice.

C. The City Manager is empowered to terminate this Contract on behalf of City.

D. In the event of termination, Consultant shall deliver to City copies of all work papers, schedules, reports and other work performed by Consultant and upon receipt thereof, Consultant shall be paid in full for services performed and reimbursable expenses incurred to the date of termination.

**SECTION 12. COMPLIANCE WITH LAWS.** Consultant shall comply with all applicable laws, ordinances, codes and regulations of the federal, state and local governments. Consultant shall obtain and maintain a City of Watsonville business license during the term of this Contract.

**SECTION 13. GOVERNING LAW.** City and Consultant agree that the law governing this Contract shall be that of the State of California. Any suit brought by either party against the other arising out of the performance of this Contract shall be filed and maintained in the Municipal or Superior Court of the County of Santa Cruz.

**SECTION 14. PRIOR CONTRACTS AND AMENDMENTS.** This Contract represents the entire understanding of the parties as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. This Contract may only be modified by a written amendment.

**SECTION 15. CONFIDENTIAL INFORMATION.** All data, documents, discussions or other information developed or received by or for Consultant in performance of this Contract are confidential and not to be disclosed to any person except as authorized by the City Manager or his designee, or as required by law.

**SECTION 16. OWNERSHIP OF MATERIALS.** All reports, documents or other materials developed or received by Consultant or any other person engaged directly by Consultant to perform the services required hereunder shall be and remain the property of City without restriction or limitation upon their use.

**SECTION 17. COVENANT AGAINST CONTINGENT FEES.** The Consultant covenants that Consultant has not employed or retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure the Contract, and that Consultant has not paid or agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fees, commissions, percentage, brokerage fee, gift, or any other consideration contingent on or resulting from the award or making of this Contract, for breach or violation of this covenant, the City shall have the right to annul this Contract without liability, or in its discretion, to deduct from the Contract price or consideration or otherwise recover, the full amount of such fee, commission, percentage fee, gift, or contingency.

**SECTION 18. WAIVER.** Consultant agrees that waiver by City or any one or more of the conditions of performance under this Contract shall not be construed as waiver of any other condition of performance under this Contract.

**SECTION 19. CONFLICT OF INTEREST.**

A. A Consultant shall avoid all conflict of interest or appearance of conflict of interest in performance of this Contract. Consultant shall file a disclosure statement, if required by City Council Resolution, which shall be filed within thirty (30) days from the effective date of this Contract or such Resolution, as applicable.

B. No member, officer, or employee of the City, during their tenure, or for one (1) year thereafter, shall have any interest, direct or indirect, in this Contract or the proceeds thereof and Consultant agrees not to allow, permit, grant, transfer, or otherwise do anything which will result in such member, officer, or employee of the City from having such interest.

**SECTION 20. AUDIT BOOKS AND RECORDS.** Consultant shall make available to City, its authorized agents, officers and employees, for examination any and all ledgers and books of account, invoices, vouchers, canceled checks and other records or documents evidencing or related to the expenditures and disbursements charged to the City, and shall furnish to City, its authorized agents and employees, such other evidence or information as City may require with respect to any such expense or disbursement charged by Consultant.

**SECTION 21. NOTICES.** All notices shall be personally served or mailed, postage prepaid, to the following addresses, or to such other address as may be designated by written notice by the parties:

**CITY**

City Clerk's Office  
275 Main Street, Suite 400  
Watsonville, CA 95076  
(831) 768-3040

**CONSULTANT**

Carollo Engineers, Inc.  
2795 Mitchell Drive  
Walnut Creek, CA 94598  
(925) 932-1710

**SECTION 22. EXHIBITS:**

- Exhibit A: Scope of Services
- Exhibit B: Schedule of Performance
- Exhibit C: Compensation

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**WITNESS THE EXECUTION HEREOF**, on the day and year first hereinabove written.

**CITY**

**CONSULTANT**

**CITY OF WATSONVILLE**

BY \_\_\_\_\_  
Rene Mendez, City Manager

BY <sup>DocuSigned by:</sup> Rick Chan \_\_\_\_\_  
Rick Chan, Senior Vice President

**ATTEST:**

BY \_\_\_\_\_  
Irwin I. Ortiz, City Clerk

BY <sup>DocuSigned by:</sup> Elaine Simmons \_\_\_\_\_  
Elaine Simmons, Associate Vice President

**APPROVED AS TO FORM:**

BY \_\_\_\_\_  
Samantha W. Zutler, City Attorney

**EXHIBIT "A"**  
**SCOPE OF SERVICES**

The scope of services is as follows:

- See Attachment

## **EXHIBIT "B"**

### **SCHEDULE OF PERFORMANCE**

Services shall commence immediately upon execution of this Contract. All services performed under the provisions of this Contract shall be completed in accordance with the following schedule:

October 1, 2022 through October 1, 2024



## **EXHIBIT "C"**

### **COMPENSATION**

- a. Total Compensation. The total obligation of City under this Contract shall not exceed \$157,244.
- b. Basis for Payment. Payment(s) to Consultant for services performed under this Contract shall be made as follows and shall [not] include payment for reimbursable expenses:
  - 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 note 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 such services were rendered, and invoices for reimbursable expenses, if any. Upon receipt in the Office of Director of said payment request, Director shall cause payment to be initiated to Consultant for appropriate compensation.

**EXHIBIT A**

**CITY OF WATSONVILLE  
HEADWORKS AND INFLUENT PUMP STATION  
IMPROVEMENTS EVALUATION  
SCOPE OF SERVICES  
September 3, 2022**

The following presents the Consultant's scope of services to evaluate the addition of a new headworks, influent pump station, and associated facilities at the City's Wastewater Treatment Facility (WWTF).

**Task 1 – Project Management and Kickoff Meeting**

Consultant shall provide project administration and management to perform planning, execution, and reporting of the project. Consultant shall prepare a progress letter report for attachment to the monthly invoice to report status of budget expenditures and key work products completed during the billing period.

Consultant shall conduct one virtual meeting to kick off the project. At this meeting, Consultant shall review and confirm the scope, schedule, and deliverables for this project. Consultant shall also review key project assumptions to be used and solicit input and feedback from City and plant staff on the evaluation approach for all scope elements.

Deliverables for Task 1:

- Progress letter reports.
- Kickoff meeting agenda, presentation materials, and minutes.

**Task 2 – Headworks and Influent Pump Station Evaluation**

Consultant shall update the 2019 Influent Pump Station and Headworks Evaluation to evaluate the use of a combined headworks and influent pump station facility to replace the existing influent pump station and headworks facilities. The following items will be considered:

- Confirm design flow rates for the new combined headworks and influent pump station.
- Evaluate configuration of the new combined headworks and influent pump station to be located west of the existing influent pump station and headworks facilities. This will include:
  - Evaluate three bar screen technologies for raw sewage applications that include: 1) multi-rake screens, 2) perforated plate screens, and 3) continuous link filter screens. Compare their design features, O&M requirements, cost, and other factors to help the City make the final selection.
  - Evaluate design and layout of a new shaftless screw conveyor and a screenings washer/compactor with water sprays for screenings conveyance and dewatering.
  - Evaluate two influent pump station configuration alternatives with submersible pumps that include: 1) wet-pit design with rectangular approach, and 2) wet-pit design with self-cleaning wet wells.

- Evaluate odor control ducting provisions for the new combined headworks and influent pump station facility to connect to the existing plant odor control system.
- Estimate electrical power requirements of the new combined headworks and influent pump station facility.
- Evaluate rerouting of the existing 36-inch and 48-inch diameter plant influent sewers and develop preliminary construction sequencing steps needed to connect them to the new combined headworks and influent pump station facility. This includes identifying the alignment and location of the new influent sewers and manholes needed to connect existing and new facilities.
- Estimate construction cost for the new combined headworks and influent pump station facility and associated support systems.
- Prepare a Project Memorandum to summarize the evaluation approach, key findings, and recommendation of this evaluation. The Project Memorandum will initially be submitted in draft form for City and plant staff review. Applicable review comments will be incorporated into the final Project Memorandum.
- Conduct one virtual project meeting to review and discuss the key findings and recommendations of the draft Project Memorandum.

Deliverables for Task 2:

- Draft and final Project Memorandum in PDF format.
- Meeting agenda, presentation materials, and minutes.

**Task 3 – Grit Removal Facility Evaluation**

Consultant shall evaluate the use of vortex grit basin technology to replace the existing rectangular pre-aeration basins used for grit removal. The following items will be considered:

- Confirm design flow rates for the new vortex grit basin.
- Evaluate configuration of the new vortex grit basin facility to be located close by the new combined headworks and influent pump station facility. This will include:
  - Evaluate two grit basin technologies that include: 1) flat-bottom grit removal basins as manufactured by Pista, and 2) sloped-bottom grit removal basins as manufactured by Jeta. Compare their design features, O&M requirements, cost, and other factors to help the City make the final selection.
  - Evaluate design and layout of two grit washing and dewatering technologies that include: 1) grit cyclone/classifiers, and 2) SlurryCup grit snail system. Compare their design features, O&M requirements, cost, and other factors to help the City make the final selection.
  - Evaluate design and layout of new grit pump withdrawal technologies that include: 1) self-priming pumps positioned above the grit chamber liquid surface, and 2) recessed impeller pumps with flooded suction positioned at the base of the grit chamber hopper. Compare their design features, O&M requirements, cost, and other factors to help the City make the final selection.

- Evaluate odor control ducting provisions for the new vortex grit basin facility to connect to the existing plant odor control system.
- Estimate electrical power requirements of the new vortex grit basin facility.
- Estimate construction cost for the new vortex grit basin facility and associated support systems.
- Prepare a Project Memorandum to summarize the evaluation approach, key findings, and recommendation of this evaluation. The Project Memorandum will initially be submitted in draft form for City and plant staff review. Applicable review comments will be incorporated into the final Project Memorandum.
- Conduct one virtual project meeting to review and discuss the key findings and recommendations of the draft Project Memorandum.

Deliverables for Task 3:

- Draft and final Project Memorandum in PDF format.
- Meeting agenda, presentation materials, and minutes.

**Task 4 – Primary Filtration Evaluation**

Consultant shall evaluate the use of primary filtration technology to replace the existing rectangular primary sedimentation tanks used for removal of suspended particles. The following items will be considered:

- Confirm design flow rates for the new primary filtration system.
- Evaluate configuration of the new primary filtration facility to be located close by the new combined headworks and influent pump station and the new grit removal facility. This will include:
  - Evaluate three primary filtration technologies that include: 1) Salsnes Filters, 2) AquaPrime, and 3) Proteus Filters. Compare their design features, O&M requirements, cost, and other factors to help the City make the final selection.
  - Evaluate odor control ducting provisions for the new primary filtration facility to connect to the existing plant odor control system.
  - Estimate electrical power requirements of the new primary filtration facility.
- Estimate construction cost for the new primary filtration facility and associated support systems.
- Prepare a Project Memorandum to summarize the evaluation approach, key findings, and recommendation of this evaluation. The Project Memorandum will initially be submitted in draft form for City and plant staff review. Applicable review comments will be incorporated into the final Project Memorandum.
- Conduct one virtual project meeting to review and discuss the key findings and recommendations of the draft Project Memorandum.

Deliverables for Task 4:

- Draft and final Project Memorandum in PDF format.
- Meeting agenda, presentation materials, and minutes.

### **Task 5 – Septage Receiving Station Evaluation**

Consultant shall evaluate replacing the existing septage receiving station with a new septage receiving station. The following items will be considered:

- Evaluate configuration of the new septage receiving station to be located close by the new combined headworks and influent pump station facility. This will include:
  - Evaluate design and layout of the new septage receiving station and support equipment similar to the existing station (conveyance piping, screen, screenings conveyor, dumpster, utility water, etc.).
  - Evaluate odor control ducting provisions for the new septage receiving station to connect to the existing plant odor control system.
  - Estimate electrical power requirements of the new septage receiving station.
- Estimate construction cost for the new septage receiving station and associated support systems.
- Prepare a Project Memorandum to summarize the evaluation approach, key findings, and recommendation of this evaluation. The Project Memorandum will initially be submitted in draft form for City and plant staff review. Applicable review comments will be incorporated into the final Project Memorandum.
- Conduct one virtual project meeting to review and discuss the key findings and recommendations of the draft Project Memorandum.

#### Deliverables for Task 5:

- Draft and final Project Memorandum.
- Meeting agendas, presentation materials, and minutes.

### **Task 6 – Headworks Electrical Building Evaluation**

Consultant shall update the 2019 Headworks Electrical Evaluation to evaluate the use of a new standalone masonry Headworks Electrical Building to replace the existing Headworks Electrical Room. The following items will be considered:

- Evaluate configuration of the new Headworks Electrical Building to be located close by the new combined headworks and influent pump station facility. This will include:
  - Evaluate space requirements of the new Headworks Electrical Building to house the new MCCs and other electrical and instrumentation equipment based on the estimated electrical power requirements developed for Tasks 2 through 5 and the estimated electrical power requirements for the long-term thickening recommendations developed in the 2020 Solids Thickening Evaluation (as spare capacity).
  - Evaluate HVAC provisions needed for the new Headworks Electrical Building.
- Estimate construction cost for the new Headworks Electrical Building and associated support systems.
- Prepare a Project Memorandum to summarize the evaluation approach, key findings, and recommendation of this evaluation. The Project Memorandum will initially be submitted in draft

form for City and plant staff review. Applicable review comments will be incorporated into the final Project Memorandum.

- Conduct one virtual project meeting to review and discuss the key findings and recommendations of the draft Project Memorandum.

Deliverables for Task 6:

- Draft and final Project Memorandum.
- Meeting agendas, presentation materials, and minutes.

**Task 7 – Project Report**

Consultant shall prepare a Project Report includes: 1) a brief Executive Summary of the key findings and recommendations of the final Project Memorandums developed for Tasks 2 through 6, and 2) final Project Memorandums. The Project Report will initially be submitted in draft form for City and plant staff review. Applicable review comments will be incorporated into the final Project Report.

Deliverables for Task 7:

- Draft and final Project Report.

**Optional Services**

The following Optional Services can be provided to cover additional engineering services to be requested by the City. Each optional task will only be performed by the Consultant upon receiving a separate written approval from the City in advance of the work to be completed.

**Option Task 1 – Wastewater Treatment Plant Site Visits**

Consultant shall make arrangements and schedule site visits for City and plant staff to visit two (2) Bay Area wastewater treatment plants over an 8-hour period (including travel) to see first-hand the various headworks technologies and equipment being proposed and gain valuable insight from peers who have experience operating and maintaining these processes and equipment.

Deliverables for Optional Task 1:

- Site visit trip report.

**Option Task 2 – Funding or Project Support Services**

This optional task provides a budget allowance for additional work that may be required during this phase that is not otherwise explicitly identified herein, but could include tasks such as funding support, additional strategy or decision support meetings, developing materials for City Council meetings, additional technical analysis, etc. For scoping purposes, this optional task currently assumes 40 labor hours. If the City decides to implement this task, extending the project time of performance may also be required

Deliverables for Optional Task 2:

- To be determined based on the specific scope requested by the City.

**Budget and Schedule**

Table 1 presents the labor and budget estimate and Table 2 presents the schedule for this project.

**Project Assumptions:**

- All project deliverables will be submitted electronically via PDF files unless noted otherwise.
- Layout of new proposed facilities will be based on the 2018 topographic survey files prepared by Mid Coast Engineers that the City provided to Consultant for use on the 2019 Headworks Modification Project since no major civil/site improvements have occurred since the last survey was completed.
- Foundation design evaluation will be based on recommendations developed in the 2018 Geotechnical Investigation prepared by Fugro for the WWTP Headworks Modification.
- Concrete condition assessment of the existing primary sedimentation tanks is not included in this scope.

**Additional Assumptions and Clarifications:**

- **DELIVERABLE USE AND REUSE.** Any reuse of completed documents or use of partially completed documents without written verification or concurrence by Consultant for the specific purpose intended will be at the City's sole risk and without liability or legal exposure to Consultant. Consultant's instruments of service hereunder are the printed hard copy drawings and specifications issued for the Project, whereas electronic media, including CADD files, are tools for their preparation. As a convenience to the City, Consultant shall furnish to the City both printed hard copies and electronic media. In the event of a conflict in their content, the printed hard copies shall take precedence over the electronic media. Because data stored in electronic media form can be altered, inadvertently, it is agreed that the City shall hold Consultant harmless from liability arising out of changes or modifications to Consultant's data in electronic media form in the City's possession or released to others by the City.
- **STANDARD OF CARE.** Consultant shall perform the services required hereunder in accordance with the prevailing engineering standard of care by exercising the skill and ability ordinarily required of engineers performing the same or similar services, under the same or similar circumstances, in the State of California. Additionally, Consultant shall not be responsible for acts and decisions of third parties, including governmental agencies, other than Consultant's subconsultants, that impact project completion and/or success.
- **CITY-PROVIDED INFORMATION AND SERVICES.** The City will furnish Consultant available studies, reports and other data pertinent to Consultant's services; obtain or authorize Consultant to obtain or provide additional reports and data as required; furnish to Consultant services of others required for the performance of Consultant's services hereunder, and Consultant shall be entitled to use and rely upon all such information and services provided by the City or others in performing Consultant's services under this Agreement.
- **ACCESS.** The City will arrange for access to and make all provisions for Consultant to enter upon public and private property as required for Consultant to perform services hereunder.

- **ESTIMATES AND PROJECTIONS.** In providing opinions of cost, financial analyses, economic feasibility projections, schedules, and quantity and/or quality estimates for potential projects, Consultant has no control over cost or price of labor and material; unknown or latent conditions of existing equipment or structures that may affect operation and maintenance costs; competitive bidding procedures and market conditions; time or quality of performance of third parties; quality, type, management, or direction of operating personnel; the incoming wastewater quality and/or quantity; the way City's plant(s) and/or associated processes are operated and/or maintained; and other economic and operational factors that may materially affect the ultimate project elements, including but not limited to, cost or schedule. Therefore, Consultant makes no warranty that the City's actual project costs, financial aspects, economic feasibility, schedules, and/or quantities or quality realized will not vary from Consultant's opinions, analyses, projections, or estimates.
- **THIRD PARTIES.** The services to be performed by Consultant are intended solely for the benefit of the City. No person or entity not a signatory to this Agreement shall be entitled to rely on Consultant's performance of its services hereunder, and no right to assert a claim against Consultant by assignment of indemnity rights or otherwise shall accrue to a third party as a result of this Agreement or the performance of Consultant's services hereunder."



**TABLE 1**  
**LABOR AND BUDGET ESTIMATE**  
**CITY OF WATSONVILLE**  
**HEADWORKS AND INFLUENT PUMP STATION IMPROVEMENTS EVALUATION**

Task Description	Senior Professional	Lead Project Professional	Professional	CAD Technician	Document Processor	Total Hours	Labor Cost	Other Direct Costs (ODC)				Total Cost	
								Sub Beecher EI&C	PECE \$13.00	Mileage			ODC Total
										Trips	Amount		
	\$315	\$293	\$230	\$170	\$125								
1 Project Management and Kickoff Meeting	16	4	10	0	0	30	\$8,512		\$390	0	\$0	\$390	\$8,902
2 Headworks and Influent Pump Station Evaluation	24	8	98	24	6	160	\$37,274		\$2,080	1	\$120	\$2,200	\$39,474
3 Grit Removal Facility Evaluation	12	6	46	20	6	90	\$20,268		\$1,170	0	\$0	\$1,170	\$21,438
4 Primary Filtration Evaluation	16	8	76	24	6	130	\$29,694		\$1,690	1	\$120	\$1,810	\$31,504
5 Septage Receiving Station Evaluation	8	6	44	16	6	80	\$17,868		\$1,040	0	\$0	\$1,040	\$18,908
6 Headworks Electrical Building Evaluation	2	2	4	0	2	10	\$2,386	\$5,544	\$130	0	\$0	\$5,674	\$8,060
7 Project Report	8	6	24	6	6	50	\$11,568		\$650	0	\$0	\$650	\$12,218
<b>Total Tasks 1 to 7 =</b>	<b>86</b>	<b>40</b>	<b>302</b>	<b>90</b>	<b>32</b>	<b>550</b>	<b>\$127,570</b>	<b>\$5,544</b>	<b>\$7,150</b>	<b>2</b>	<b>\$240</b>	<b>\$12,934</b>	<b>\$140,504</b>
<b>Optional Services</b>													
1.0 Wastewater Treatment Plant Site Visits	10	0	10	0	0	20	\$5,450		\$260	0	\$0	\$260	\$5,710
2.0 Funding or Project Support Services	8	10	22	0	0	40	\$10,510		\$520	0	\$0	\$520	\$11,030

**TABLE 2**  
**PROJECT SCHEDULE**  
**CITY OF WATSONVILLE**  
**HEADWORKS AND INFLUENT PUMP STATION IMPROVEMENTS EVALUATION**

		2022			2023				
Task	Description	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May
	Notice to Proceed	♦							
1	Project Management and Meetings	♦							
2	Headworks and Influent Pump Station Evaluation			D	F				
3	Grit Removal Facility Evaluation				D	F			
4	Primary Filtration Evaluation				D	F			
5	Septage Receiving Station Evaluation					D	F		
6	Headworks Electrical Building Evaluation						D	F	
7	Project Report							D	F

Carollo Task	<b>D</b> Draft Project Memo	Kickoff Meeting
City Review	<b>F</b> Final Project Memo	Review Meeting