

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

THIS FIRST AMENDMENT TO CONTRACT for consultant services is entered into by and between the **City of Watsonville** ("City") and **Carollo Engineers, Inc.** ("Consultant") this day of _____, 20____. The City and Consultant agree as follows:

RECITALS

WHEREAS, City and Consultant have previously executed a Consultant Services Contract dated February 4, 2021; and

WHEREAS, the original contract was in the amount of \$899,715.00 with an expiration date of December 31, 2023;

WHEREAS, a Request for Qualification Statements (RFQ) was issued on May 5, 2020 asking for qualified engineering consultants to assist the City for periodic and on call water and wastewater professional design services; and

WHEREAS, Carollo Engineers, Inc. was selected as the most qualified firm to provide professional design services on the Zone 2 Reservoir Project; and

WHEREAS, the City has received a State-funded grant to provide funding for a portion of the design and construction costs for the Zone 2 Reservoir Project which requires specific terms and conditions be included in all contracts and subcontracts executed as part of the contract; 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 2 is hereby amended to add read:

Section 2. Term of Contract. The term of this contract shall be from February 4, 2021 to December 31 2024, inclusive.

Section 22 is hereby amended to add the following:

Section 22. Exhibits. The terms and conditions listed in the attached Exhibit D entitled "Terms and Conditions – Applicable to Contractors and Subcontractors", which are required for all project consultants performing services on a project funded by an Urban and Multibenefit Drought Relief Grant through the Department of Water Resources, are appended to this contract by reference herein. Consultant will also include the referenced terms and conditions in any subconsultant contract executed for this project.

All other terms and conditions of the Contract dated February 4, 2022, 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

**CONSULTANT
CAROLLO ENGINEERS, INC.**

By _____
Rene Mendez, City Manager

DocuSigned by:
By Scott Weddle
Scott Weddle, Associate Vice President

ATTEST:

By _____
Irwin I. Ortiz, City Clerk

DocuSigned by:
By Ken Wilkins
Ken Wilkins, Senior Vice President

APPROVED AS TO FORM:

By _____
Samantha W. Zutler, City Attorney

EXHIBIT "D"

Terms and Conditions – Applicable to Contractors and Subcontractors

See Attachment Labeled Exhibit D.

Terms and Conditions – Applicable to Contractors & Subcontractors

Item Description	DWR Agreement Item
ACCOUNTING: Contractors and subcontractors shall maintain books, records, and other documents pertinent to their work in accordance with generally accepted accounting principles and practices. Records are subject to inspection by the State at any and all reasonable times.	D.1.A.
ACKNOWLEDGEMENT OF CREDIT AND SIGNAGE: Contractors and subcontractors shall include appropriate acknowledgement of credit to the State for its support when promoting the Project or using any data and/or information developed under this Grant agreement. Signage shall be posted in a prominent location at Project site(s) (if applicable) and shall include the Department of Water Resources color logo and the following disclosure statement: "Funding for this project has been provided in full or in part from the Budget Act of 2021 and through an agreement with the State Department of Water Resources."	D.2.
AUDITS: Pursuant to Government Code §8546.7, the Grantee shall be subject to the examination and audit by the State for a period of three (3) years after final payment under this Grant Agreement with respect to all matters connected with this Grant Agreement. All records of the contractor or subcontractors shall be preserved for this purpose for at least three (3) years after receipt of the final disbursement under this Agreement.	D.5.
CONFLICT OF INTEREST: All participants are subject to State and Federal conflict of interest laws. Failure to comply with these laws, including business and financial disclosure provisions, will result in the application being rejected and any subsequent contract being declared void. Other legal action may also be taken. Applicable statutes include, but are not limited to, Government Code, §1090 and Public Contract Code, §10410 and §10411, for State conflict of interest requirements.	D.12.
DRUG-FREE WORKPLACE CERTIFICATION: Contractors and subcontractors hereby certify, under penalty of perjury under the laws of State of California, compliance with the requirements of the Drug-Free Workplace Act of 1990 (Government Code §8350 et seq.) and have or will provide a drug-free workplace.	D.15 plus A-C.
INDEMNIFICATION (ADDITIONAL INSURED): Contractors and subcontractors shall name the State, its officers, agents, and employees as additional insured on their liability insurance for activities undertaken pursuant to this Agreement.	D.20.
INSPECTION OF PROJECT BY STATE: The State shall have the right to inspect the work being performed at any and all reasonable times during the term of the Grant Agreement. This right shall extend to any subcontracts, and contractor shall include provisions ensuring such access in all its contracts or subcontracts entered into pursuant to the Grant Agreement with State.	D.23.

Item Description	DWR Agreement Item
<p>LABOR CODE COMPLIANCE: Contractors and subcontractors agree to be bound by all the provisions of the Labor Code regarding prevailing wages and shall monitor all contracts subject to reimbursement from this Agreement to assure that the prevailing wage provisions of the Labor Code are being met. Current Department of Industrial Relations (DIR) requirements may be found at: http://www.dir.ca.gov/lcp.asp. For more information, please refer to DIR's Public Works Manual at: https://www.dir.ca.gov/dlse/PWManualCombined.pdf. The contractor(s) and subcontractor(s) affirms that it is aware of the provisions of section 3700 of the Labor Code, which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance, and the contractor and subcontractor affirms that it will comply with such provisions before commencing the performance of the work under this Agreement</p>	D.24.
<p>NONDISCRIMINATION: During the performance of this Grant Agreement, the contractors or subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex (gender), sexual orientation, race, color, ancestry, religion, creed, national origin (including language use restriction), pregnancy, physical disability (including HIV and AIDS), mental disability, medical condition (cancer/genetic characteristics), age (over 40), marital status, and denial of medial and family care leave or pregnancy disability leave. The Grantee and its contractors or subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. The Grantee and its contractors or subcontractors shall comply with the provisions of the California Fair Employment and Housing Act (Government Code §12990) and the applicable regulations promulgated there under (Cal.Code of Regs, Title 2, §11000 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing the California Fair Employment and Housing Act are incorporated into this Agreement by reference. The Grantee and its contractors or subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. The contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Grant Agreement.</p>	D.26.
<p>PERFORMANCE BOND: Construction shall not be authorized to begin until each contractor has furnished a performance bond in favor of the Grantee in the following amounts: faithful performance (100%) of contract value, and labor and materials (100%) of contract value. This requirement shall not apply to any contract for less than \$25,000.00. Any bond issued pursuant to this paragraph must be issued by a California-admitted surety. (Pub. Contract Code, § 7103; Code Civ. Proc., § 995.311.)</p>	D.28.
<p>SUSPENSION OF PAYMENTS: This agreement may be subject to suspension of payments or termination, or both if the State determines that: contractors or subcontractors have made a false certification, or if contractors or subcontractors violates the certification by failing to carry out the requirements noted in this Grant agreement.</p>	D.37.
<p>TRAVEL : Only ground transportation and lodging are eligible for grant reimbursement. Per diem costs will not be eligible for grant reimbursement. Any reimbursement for necessary travel shall be at rates not to exceed those set by the California Department of Human Resources. These rates may be found at: http://www.calhr.ca.gov/employees/Pages/travel-reimbursements.aspx. Reimbursement will be at the State travel amounts that are current as of the date costs are incurred. No travel outside of the project sponsor's service area shall be reimbursed unless prior written authorization is obtained from the State.</p>	D.44.