

**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 December 13, 2023 to June 30, 2026, 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

DocuSigned by:
Rick Chan
BY _____
Rick Chan, Senior Vice President

ATTEST:

BY _____
Irwin I. Ortiz, City Clerk

DocuSigned by:
Anne E. Prud'homme
BY _____
Anne Prud'homme, Senior Vice President

APPROVED AS TO FORM:

BY _____
Samantha W. Zutler, City Attorney

EXHIBIT "A"

SCOPE OF SERVICES

The scope of services is as follows:

The following presents Consultant's scope of services to design a new Headworks Facility (an influent pump station (IPS), a screening structure, and a grit removal structure) and a new Headworks Electrical Building to replace the existing IPS, screening structure, preaeration tanks, and headworks electrical room at the City of Watsonville's (City) Wastewater Treatment Facility (WWTF).

Task 1.0 – Project Management and Meetings

- 1.1 – Project Management: Consultant shall provide administration and management to perform planning, execution, and reporting of the project. Consultant shall prepare a monthly progress letter report for attachment to the monthly invoice to track project percent complete and budget expenditures.
- 1.2 – Meetings: Consultant shall conduct and attend the following meetings during the design phase.
 - Attend the project kickoff meeting to be located at the City's WWTF.
 - Attend the 50% design review meeting to be located at the City's WWTF.
 - Attend the 90% design review meeting to be conducted via teleconference.

Deliverables:

- Monthly progress letter reports with each invoice.
- Meeting agendas, presentation materials, and meeting minutes.

Task 2.0 – Final Design

- 2.1 – Design: Final design will include the following major elements and features as identified by the Consultant during the Headworks and Influent Pump Station Improvements Evaluation Project within the new Headworks Facility Evaluation (Final Draft Project Memorandum 1) dated July 24, 2023, and the New Septage Receiving Station Evaluation (Final Draft Project Memorandum 2) dated October 9, 2023. These include a new IPS, new screening structure, new grit removal structure, and other elements as discussed with City and plant staff to produce a set of design documents (drawings and specifications) for bidding as a single design package:
 - New Headworks Facility: The new Headworks Facility will include the following major components as generally described in the recommendations outlined in New Headworks Facility Evaluation (Final Draft Project Memorandum 1) dated July 24, 2023.

- Provide a new Headwork Facility west of the existing headworks facility that includes an IPS, a screening structure, and a grit removal structure. The new headwork facility will be sized to accommodate a peak wet weather flow of 35.8 million gallons per day (mgd) and include the major equipment stated below. The new Headworks Facility will be supported on a structural concrete pile foundation.
- Provide a new IPS that includes a conventional rectangular wet well design with two separate wet wells. The new IPS will include four approximately 6,350 gallons per minute (gpm) constant speed submersible pumps and two approximately 3,000 gpm VFD-driven submersible pumps.
- Provide a new screening structure with three screening channels. The two outer channels will each include a multi-rake screen with 3/8-inch bar spacing and the central channel will include a bar rack with 1/2-inch bar spacing. The new screening structure will include one shaftless screw conveyor and one screening washer/compactor with wash sprays.
- Provide a new grit removal structure that includes a vortex grit chamber with two recessed impeller grit pumps and one grit washer. An existing grit cyclone/classifier will be relocated to the new grit removal structure and be used as a backup unit.
- Provide two new parallel Parshall flumes with each capable of measuring flows up to 22 mgd.

- Provide a new effluent box and associated 36-inch piping and yard manholes to convey flow from the new Headworks Facility to the existing primary sedimentation tanks.
 - Provide one new chemical scrubber odor control system and new ducting to remediate odors from the new Headworks Facility and located west of the new Headworks Facility. The new chemical scrubber will have sufficient capacity to remediate odors from the new Headworks Facility (i.e., IPS inlet channel, IPS wet wells, screening channels, grit chamber, and effluent box).
- Existing Headworks Facility: The existing grit cyclone/classifier will be relocated from its existing location to the top deck of the new grit removal structure of the new Headworks Facility. The existing IPS, screening structure, and flow splitting structure composing the existing headwork facility and the preaeration tanks will be abandoned in place.
- New Headworks Electrical Building: Provide a new Headworks Electrical Building to be located west of the new Headworks Facility. The new Headworks Facility will have exterior dimensions of approximately 12-feet wide by 30-feet long by 12-feet tall and will be constructed of CMU walls to be supported on a structural concrete pile foundation. The new building will include two new motor control centers, portable generator connection provisions, existing conductor splice provisions, new ductbank system, and new headworks programmable logic controller to serve the new Headworks Facility and adjacent facilities to be determined during the design phase. The new building will be air conditioned to protect the electrical equipment.
- New Influent Interceptors and Manhole Improvements: Provide rerouting of influent flows to the new Headworks Facility. Provide rerouting of new interceptor segments of the 36-inch and 48-inch diameter piping. Provide new manholes, including two interceptor manholes to connect the existing 48-inch WWTF influent pipe, two interceptor manholes to connect the existing 36-inch WWTF influent pipe, and one interceptor manhole to combine the 48-inch and 36-inch influent pipes. Existing interceptor segments that will no longer be used will be abandoned in place.
- New Vactor Truck Dump Station: As generally described in the New Septage Receiving Station Evaluation (Final Draft Project Memorandum 2) dated October 9, 2023, provide a new vactor truck dump station located near the new Headworks Facility to be used by the City to empty and decant the City's vactor truck. Provide new concrete dump station with a floor sloped to the back of the station and toward a drainage well, a drainage well with vertical perforated pipe to convey wastewater to the new Headworks Facility, curb cut-outs to keep material within the vactor truck dump station, and a decant manhole that conveys wastewater to the new Headworks Facility.

- Specifications will be prepared using City-developed front-end specifications for Division 0 and Consultant's technical specifications prepared using Consultant's standard Construction Specification Institute (CSI) format for Divisions 1 through 17.
 - Drawings will be prepared on a computer-aided design drafting (CADD) system using Consultant's CADD standards.
 - Consultant shall prepare and submit 50% and 90% design submittals of the project for City review and comment. Consultant shall attend project meetings with City and plant staff to review comments per Task 1.2.
 - Consultant shall prepare and submit 100% design bid documents for the City to advertise for bidding.
- 2.2 - Consultant shall prepare 50%, 90%, and 100% construction cost estimates. The estimates will be prepared in accordance with AACE Class 2 estimates and be based on a combination of quantity takeoffs, estimating guides, equipment manufacturer's quotes, and construction cost estimates of similar facilities. Contingencies for general estimating, general conditions, contractor overhead and profit, escalation to midpoint of construction, and annual cost escalation will be reviewed with the City and included in the construction cost estimates.

Deliverables:

- 50% design submittal in PDF format.
- 90% design submittal in PDF format.
- 100% design bid submittal in PDF format.
- 50%, 90%, and 100% design construction cost estimates in PDF format.

Task 3.0 – Bid Period Services

- Consultant shall perform the following bid period services for the new Headworks Facility:
 - Attend the pre-bid meeting at the WWTF.
 - Respond to questions from bidders during the bid period.
 - Prepare two addenda.

Deliverables:

- Responses to questions from bidders.
- Two addenda.

Budget and Schedule

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

Project Assumptions:

- All Consultant deliverables will be submitted in PDF format unless indicated otherwise.
- The existing headworks structure, IPS, and headworks electrical room will remain in place and not be demolished after construction of the new Headworks Facility and new Headworks Electrical Building.
- City will be responsible for acquiring all permits and any environmental documentation approvals necessary for construction of this project.
- City will contract directly with a surveying firm to perform additional topographic surveying and mapping of the project site, if needed, in order to provide Consultant with AutoCAD base drawings of the project site and appropriate field survey information sufficient to complete the final design drawings.
- City will contract directly with Beecher Engineering to work with Consultant to perform final design of electrical and instrumentation elements of this project, including preparing the electrical and instrumentation portions of work sequencing specifications and construction cost estimates.
- Consultant shall contract directly with a geotechnical engineering firm (Fugro) as part of the final design task to provide geotechnical engineering assistance to provide Consultant with sufficient foundation recommendations to complete final design of the new Headworks Facility and associated new structures on this project. This includes review of previous geotechnical reports, design coordination with the Consultant, review of Consultant's 90% design documents for general compliance with geotechnical recommendations, and attendance at meetings. For this scope, Fugro will not be required to perform any additional field exploration of the project site.
- City will take no more than fourteen (14) calendar days to review each deliverable and provide one written set of collated comments in spreadsheet format to the Consultant to address.
- City will manage the bid period, including conducting the pre-bid meeting, advertising the project, print and distribute contract documents to bidders, and serve as the primary point of contact for all bidder inquires.
- Engineering services during construction by Consultant is not included in this scope. These services will be provided by the Consultant to the City later either as a separate contract or as an amendment to this contract.

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 shall 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, and schedules 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; and other economic and operational factors that may materially affect the ultimate project cost or schedule. Therefore, Consultant makes no warranty that the City's actual project costs, financial aspects, economic feasibility, or schedules 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."

See Attachment A.

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: **December 13, 2023 to June 30, 2026**

EXHIBIT "C"

COMPENSATION

a. Total Compensation. The total obligation of City under this Contract shall not exceed \$1,709,629.

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
NEW HEADWORKS FACILITY DESIGN PROJECT
SCOPE OF SERVICES
(October 23, 2023)**

The following presents Consultant's scope of services to design a new Headworks Facility (an influent pump station (IPS), a screening structure, and a grit removal structure) and a new Headworks Electrical Building to replace the existing IPS, screening structure, preaeration tanks, and headworks electrical room at the City of Watsonville's (City) Wastewater Treatment Facility (WWTF).

Task 1.0 – Project Management and Meetings

- 1.1 – Project Management: Consultant shall provide administration and management to perform planning, execution, and reporting of the project. Consultant shall prepare a monthly progress letter report for attachment to the monthly invoice to track project percent complete and budget expenditures.
- 1.2 – Meetings: Consultant shall conduct and attend the following meetings during the design phase.
 - Attend the project kickoff meeting to be located at the City's WWTF.
 - Attend the 50% design review meeting to be located at the City's WWTF.
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Deliverables:

- Monthly progress letter reports with each invoice.
- Meeting agendas, presentation materials, and meeting minutes.

Task 2.0 – Final Design

- 2.1 – Design: Final design will include the following major elements and features as identified by the Consultant during the Headworks and Influent Pump Station Improvements Evaluation Project within the new Headworks Facility Evaluation (Final Draft Project Memorandum 1) dated July 24, 2023, and the New Septage Receiving Station Evaluation (Final Draft Project Memorandum 2) dated October 9, 2023. These include a new IPS, new screening structure, new grit removal structure, and other elements as discussed with City and plant staff to produce a set of design documents (drawings and specifications) for bidding as a single design package:
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- Provide a new Headwork Facility west of the existing headworks facility that includes an IPS, a screening structure, and a grit removal structure. The new headwork facility will be sized to accommodate a peak wet weather flow of 35.8 million gallons per day (mgd) and include the major equipment stated below. The new Headworks Facility will be supported on a structural concrete pile foundation.
 - Provide a new IPS that includes a conventional rectangular wet well design with two separate wet wells. The new IPS will include four approximately 6,350 gallons per minute (gpm) constant speed submersible pumps and two approximately 3,000 gpm VFD-driven submersible pumps.
 - Provide a new screening structure with three screening channels. The two outer channels will each include a multi-rake screen with 3/8-inch bar spacing and the central channel will include a bar rack with 1/2-inch bar spacing. The new screening structure will include one shaftless screw conveyor and one screening washer/compactor with wash sprays.
 - Provide a new grit removal structure that includes a vortex grit chamber with two recessed impeller grit pumps and one grit washer. An existing grit cyclone/classifier will be relocated to the new grit removal structure and be used as a backup unit.
 - Provide two new parallel Parshall flumes with each capable of measuring flows up to 22 mgd.
 - Provide a new effluent box and associated 36-inch piping and yard manholes to convey flow from the new Headworks Facility to the existing primary sedimentation tanks.
 - Provide one new chemical scrubber odor control system and new ducting to remediate odors from the new Headworks Facility and located west of the new Headworks Facility. The new chemical scrubber will have sufficient capacity to remediate odors from the new Headworks Facility (i.e., IPS inlet channel, IPS wet wells, screening channels, grit chamber, and effluent box).
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 - New Headworks Electrical Building: Provide a new Headworks Electrical Building to be located west of the new Headworks Facility. The new Headworks Facility will have exterior dimensions of approximately 12-feet wide by 30-feet long by 12-feet tall and will be constructed of CMU walls to be supported on a structural concrete pile foundation. The new building will include two new motor control centers, portable generator connection provisions, existing conductor splice provisions, new ductbank system, and new headworks programmable logic

controller to serve the new Headworks Facility and adjacent facilities to be determined during the design phase. The new building will be air conditioned to protect the electrical equipment.

- New Influent Interceptors and Manhole Improvements: Provide rerouting of influent flows to the new Headworks Facility. Provide rerouting of new interceptor segments of the 36-inch and 48-inch diameter piping. Provide new manholes, including two interceptor manholes to connect the existing 48-inch WWTF influent pipe, two interceptor manholes to connect the existing 36-inch WWTF influent pipe, and one interceptor manhole to combine the 48-inch and 36-inch influent pipes. Existing interceptor segments that will no longer be used will be abandoned in place.
- New Vector Truck Dump Station: As generally described in the New Septage Receiving Station Evaluation (Final Draft Project Memorandum 2) dated October 9, 2023, provide a new vector truck dump station located near the new Headworks Facility to be used by the City to empty and decant the City's vector truck. Provide new concrete dump station with a floor sloped to the back of the station and toward a drainage well, a drainage well with vertical perforated pipe to convey wastewater to the new Headworks Facility, curb cut-outs to keep material within the vector truck dump station, and a decant manhole that conveys wastewater to the new Headworks Facility.
- Specifications will be prepared using City-developed front-end specifications for Division 0 and Consultant's technical specifications prepared using Consultant's standard Construction Specification Institute (CSI) format for Divisions 1 through 17.
- Drawings will be prepared on a computer-aided design drafting (CADD) system using Consultant's CADD standards.
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- Consultant shall prepare and submit 100% design bid documents for the City to advertise for bidding.
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- 90% design submittal in PDF format.
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- 50%, 90%, and 100% design construction cost estimates in PDF format.

Task 3.0 – Bid Period Services

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 - Respond to questions from bidders during the bid period.
 - Prepare two addenda.

Deliverables:

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Budget and Schedule

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

Project Assumptions:

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- City will be responsible for acquiring all permits and any environmental documentation approvals necessary for construction of this project.
- City will contract directly with a surveying firm to perform additional topographic surveying and mapping of the project site, if needed, in order to provide Consultant with AutoCAD base drawings of the project site and appropriate field survey information sufficient to complete the final design drawings.
- City will contract directly with Beecher Engineering to work with Consultant to perform final design of electrical and instrumentation elements of this project, including preparing the electrical and instrumentation portions of work sequencing specifications and construction cost estimates.
- Consultant shall contract directly with a geotechnical engineering firm (Fugro) as part of the final design task to provide geotechnical engineering assistance to provide Consultant with sufficient foundation recommendations to complete final design of the new Headworks Facility and associated new structures on this project. This includes review of previous geotechnical reports, design coordination with the Consultant, review of Consultant's 90% design documents for general compliance with geotechnical recommendations, and attendance at meetings. For this scope, Fugro will not be required to perform any additional field exploration of the project site.

- City will take no more than fourteen (14) calendar days to review each deliverable and provide one written set of collated comments in spreadsheet format to the Consultant to address.
- City will manage the bid period, including conducting the pre-bid meeting, advertising the project, print and distribute contract documents to bidders, and serve as the primary point of contact for all bidder inquiries.
- Engineering services during construction by Consultant is not included in this scope. These services will be provided by the Consultant to the City later either as a separate contract or as an amendment to this contract.

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 shall 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, and schedules 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; and other economic and operational factors that may materially affect the ultimate project cost or schedule. Therefore, Consultant makes no warranty that the City's actual project costs, financial aspects, economic feasibility, or schedules 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
NEW HEADWORKS FACILITY DESIGN PROJECT**

Task Description	Project Manager	Design Manager	Project Engineer	Headworks Specialist	Structural Engineer	Odor/HVAC Engineer	Civil Engineer	Architect	CAD Drafter	Document Processor	Total Hours	Labor Cost	Other Direct Costs (ODC)					Total Cost	
													Sub		Sub Markup at 10%	Mileage			ODC Total
													Fugro	Geotech		Trips	Amount		
1.0 Project Management and Meetings																			
1.1 Project Management	36	36	0	0	0	0	0	0	0	0	72	\$22,824	\$0	\$0	0	\$0	\$0	\$0	\$22,824
1.2 Meetings	24	32	32	8	8	8	14	8	0	0	134	\$39,714	\$0	\$0	2	\$524	\$524	\$524	\$40,238
Task 1.0 Total =	60	68	32	8	8	8	14	8	0	0	206	\$62,538	\$0	\$0	2	\$524	\$524	\$524	\$63,062
2.0 Final Design																			
2.1 Design	232	523	1,278	174	813	232	291	291	1,743	232	5,810	\$1,523,731	\$38,346	\$3,835	3	\$786	\$42,967	\$1,566,697	
2.2 Construction Cost Estimates	8	32	60	0	16	16	24	8	0	0	164	\$47,016	\$0	\$0	0	\$0	\$0	\$0	\$47,016
Task 2.0 Total =	240	555	1,338	174	829	248	315	299	1,743	232	5,974	\$1,570,747	\$38,346	\$3,835	3	\$786	\$42,967	\$1,613,713	
3.0 Bid Period Services	4	12	60	0	8	8	8	8	0	12	120	\$32,592	\$0	\$0	1	\$262	\$262	\$262	\$32,854
Task 3.0 Total =	4	12	60	0	8	8	8	8	0	12	120	\$32,592	\$0	\$0	1	\$262	\$262	\$262	\$32,854
Total Tasks 1.0 to 3.0 =	304	635	1,430	182	845	264	337	315	1,743	244	6,300	\$1,665,877	\$38,346	\$3,835	6	\$1,572	\$43,753	\$1,709,629	

(1) Project budget and labor rates provided assumes Tasks 1-3 will be completed by December 31, 2024. If work associated with any task extends into 2025, an adjustment in the project budget may be required due to annual adjustments in the labor rates.

TABLE 2

PROJECT SCHEDULE

CITY OF WATSONVILLE

NEW HEADWORKS FACILITY DESIGN PROJECT

		2023	2024												2025
Task	Description	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan
	Notice to Proceed														
1	Project Management and Meetings	Kickoff Meeting						50% Submittal Review Meeting				90% Submittal Review Meeting			
2	Final Design						50% Submittal				90% Submittal		100% Submittal		
3	Bid Period Services												Pre-Bid Meeting		

Carollo Task
 City Review