



**FIRST AMENDMENT TO CONSULTANT SERVICES CONTRACT
BETWEEN THE CITY OF WATSONVILLE AND SSA LANDSCAPE ARCHITECTS,
INC.**

THIS FIRST AMENDMENT TO CONTRACT for consultant services is entered into by and between the **City of Watsonville** ("City") and **SSA Landscape Architects, Inc.** ("Consultant") this 28th day of June, 2024, The City and Consultant agree as follows:

RECITALS

WHEREAS, the City and Consultant have previously executed a Consultant Services Contract for the design of the Revitalization of the City Plaza from March 1, 2023 to December 3, 2025.

WHEREAS, the City has added additional tasks to the work program of the Consultant causing additional time and cost to the project completion; and

WHEREAS, the 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 the following:

"Section 2. Term of Contract. Contract end date to extend to June 30, 2026.

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 ninety three thousand, eight hundred thirty eight (\$93,838.00) for professional services.

All other terms and conditions of the Contract dated March 02, 2023 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

SSA LANDSCAPE ARCHITECTS, INC.

By _____
Tamara Vides, City Manager

By _____
Christian Harris, Associate Principal

DocuSigned by:
Christian Harris

ATTEST:

By _____
Irwin Ortiz, City Clerk

In Process

APPROVED AS TO FORM:

By _____
Samantha Zutler, City Attorney

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:

All services to be completed by June 30, 2026

In Process

EXHIBIT "C"

Compensation

Add an additional amount of \$93,838.00. Total Compensation. The total obligation of City under this Contract shall not exceed \$593,762.00.

In Process



EXHIBIT A – SCOPE OF WORK

June 25, 2024

ADDITIONAL SERVICE 01:

EXPANDED ELECTRICAL SERVICES, BANDSTAND TESTING AND ADDITIONAL DESIGN WORK FOR WATSONVILLE CITY PLAZA PARK

This scope of work is proposed as an additional service to the original scope of work dated February 07, 2023. This amendment requests additional fees for design of new site lighting and associated Title 24 required controls in addition to electrical service upgrade coordination required to facilitate the new lighting.

This expanded scope of work includes coordination with the project design team, contractors and equipment vendors; addition of new lighting and Electrical facilities into the Construction Document package; and submittal reviews as necessary specific to the expanded Electrical scope during the Construction Administration phase of work.

Additionally, this scope of work includes testing of existing Bandstand materials by Applied Materials and forensic investigation by Garden City Construction to better understand the existing condition and how the structure was constructed. Based on the results of this testing and investigation, additional design work beyond the original scope of work is required to repair the Bandstand and ensure the structure is safe for public access.

Art work coordination in support of the City Plaza Park renovation is also included in this scope of work. SSA will work with the project's art team to locate art pieces and provide Electrical infrastructure to each location.

Time for facilitating and coordination of the above efforts is also included in this additional service amendment.

FEE PROPOSAL

The fee for the above Scope of Work is as follows:

Task One: Expanded Electrical Services (cost + 10%)	\$11,792.00
Task Two: Forensic Testing of Bandstand (cost + 10%)	\$12,716.00
Task Three: MME Structural expanded services (cost + 10%)	\$21,450.00
Task Four: Page & Turnbull expanded services (cost + 10%)	\$17,380.00
Task Five: Garden City (cost + 10%)	\$17,529.00
Task Five: SSA expanded services	\$ 4,440.00
Additional Service 01 Subtotal:	\$85,307.00
 Task Six: Contingency at 10% of Add Service 01 Subtotal	 \$ 8,531.00
Additional Service 01 Total:	\$93,838.00

These services are proposed to be provided on an hourly not to exceed basis. Fees will be billed monthly based on the actual hours of effort for each task.

SSA Landscape Architects, Inc.

Christian Harris
Associate Principal
CRLA #6217

City of Watsonville

Robert L. Berry
Sr. Utilities Engineer
Parks and Community Services

Christian Harris

Robert L. Berry

Dated: 06/25/2024

Dated:



AURUM CONSULTING ENGINEERS

Fee Adjustment Memo

May 24, 2023

Mr. Christian Harris, AIA
SSA Landscape Architects
303 Potrero Street, Suite 40-C
Santa Cruz, CA 95060

Re: Watsonville City Plaza Park – Lighting Replacement
Watsonville, CA
AURUM No. 22-605.01

Reason for fee adjustment:

Include Design for New Site Lighting and associated T24 required controls and Electrical Service Upgrade.

Lighting:	\$3,860.00
Service Upgrade:	\$6,860.00
Total:	\$10,720.00

We will proceed with the work. Please notify us immediately should you take exception to this scope/fee adjustment letter.

Fee Adjustment Scope of Work:

- Coordination with A/E team, contractors, and vendors.
- Modify and issue revised Construction Documents.
- Submittal review.

This fee adjustment letter shall serve as an amendment to the original contract “proposal” agreement. The original agreement shall not be affected and shall continue in full force and effect in accordance with its terms. The above reasons for fee adjustment shall be agreed upon by the signatory with the execution of this contract as adhering to the same provisions of the original contract agreement terms.

If everything is in order, please acknowledge your acceptance by signing this letter.

Najib Anwary, P.E.

Sr. Project Manager
najib@acemb.com

Name

Title

Signature

Date



APPLIED MATERIALS & ENGINEERING, INC.

980 41st Street
Oakland, CA 94608

Tel: (510) 420-8190
FAX: (510) 420-8186
e-mail: info@appmateng.com

November 10, 2023

Mr. Bob Riley, SE
MME | Civil + Structural Engineering
Santa Cruz, CA 95060

Email: Bob@m-me.com

Subject: Watsonville Plaza Bandstand Testing
358 Main Street, Watsonville, CA

Dear Mr. Riley:

As requested, Applied Materials & Engineering, Inc. (AME) is pleased to submit the following updated proposal for performing the subject work.

The scope described below is per MME plan dated October 18, 2023.

SCOPE OF WORK

1. Install 6x6 post for temporary shoring to support existing steel beam, prior to removing concrete around steel beam.

Detail 1 – From below, chip concrete from around steel beam to determine dimensions of steel beam and connection to wall or possible connection to steel column in wall.

Detail 1 – If chipping around steel beam does not expose connection to wall or the presence of a steel column, remove portion of wall adjacent to beam to expose support of beam.

2. Scan walls for reinforcing. Scanning can be from the inside or outside.
3. Detail 2 – Chip plaster around posts to expose brick above concrete slab to determine extent of damage to brick wall and integrity of post bolting.
4. Scan concrete in two slab locations. Determine reinforcement spacing.

Drill and measure diameter of reinforcement from below slab.

5. Scan wall for stone anchors. Scanning to be from the outside. Include one pier, stone coping, and window surround.
6. Provide you with a written report.

Mr. Bob Riley, SE
MME | Civil + Structural Engineering
Watsonville Plaza Bandstand Testing
November 10, 2023
Page 2

COSTS

1. 36 hours field technician @ \$175/hour	= \$ 6,300.00
2. 8 hours field engineering @ \$235/hour	= \$ 1,880.00
3. 8 hours engineer supervision and written report @ \$235/hour	= \$ 1,880.00
4. Miscellaneous materials + column support	= \$ 1,500.00
Total	= \$11,560.00

CONDITIONS & OTHER TERMS

1. All work is performed during regular work hours. Work is performed portal-to-portal. All work performed outside regular hours will be billed at a 50% premium.
2. All areas of work are made available to us.
3. No repairs are performed by us.
4. Payment is NET 60.

INDEMNIFICATION

In addition, and notwithstanding any other provisions of this Agreement, the Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless AME, its officers, directors, employees and sub-consultants (collectively, Consultant) against all damages, liabilities of costs including reasonable attorney's fees and defense costs, arising out of or in any way connected with this Project, excepting only those damages, liabilities or costs attributable to the negligent acts or negligent failure to act by the Consultant.

If you approve of our proposal and would like us to proceed, please sign and return the enclosed copy. We appreciate the opportunity to submit this proposal and look forward to working with you.

Sincerely,

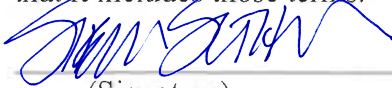
APPLIED MATERIALS & ENGINEERING, INC.


Armen Tajirian, Ph.D., PE
Principal

Email: Armen@appmateng.com

ACCEPTANCE

I have read the proposal set forth in the terms above and accept the proposal with the understanding that it includes those terms.


(Signature)

Principal/Owner - SSA
Landscape Architects, Inc.
(Title)

1/11/2024
(Date)



APPLIED MATERIALS & ENGINEERING, INC.

980 41st Street
Oakland, CA 94608

Tel: (510) 420-8190
Fax: (510) 420-8186

PROJECT NUMBER 1240040C

FEDERAL I.D. 94-3055728

PROJECT NAME Watsonville Plaza Bandstand Testing
358 Main Street, Watsonville, CA

TERMS NET 30

IN ACCOUNT WITH MME | Civil + Structural Engineering
224 Walnut Avenue, Suite B
Santa Cruz, CA 95060
Attn: Bob Riley
Bob@m-me.com

INVOICE NO. 62005
P.O. NO.:
PERIOD ENDING: 2/25/2024

FOR PROFESSIONAL SERVICES RENDERED:

	<u>Amount</u>
2/16/2024 Field technician: 36 hours @ \$175/hour	6,300.00
Field engineering: 8 hours @ \$235/hour	1,880.00
Engineer supervision and written report: 8 hours @ \$235/hour	1,880.00
Miscellaneous materials + column support	1,500.00
	<u>\$11,560.00</u>

PROGRESS BILL - THANK YOU!

PLEASE RETURN ONE COPY OF INVOICE WITH REMITTANCE TO:

980 41ST STREET OAKLAND CA 94608

INVOICES ARE PAYABLE ON RECEIPT. UNPAID ACCOUNTS BEAR INTEREST AT 1 1/2% PER MONTH UNTIL PAID.
PAYMENTS MADE BY CREDIT CARD WILL INCUR AN ADDITIONAL CHARGE OF 5.00%.



March 11, 2024

Christian Harris, Associate Principal

SSA Landscape Architects, Inc.
303 Potrero Street, Suite 40-C
Santa Cruz, CA 95060

Re: Watsonville City Plaza Revitalization

Contract Amendment No: 1

Purpose: Bandstand Investigation, Evaluation and Design

MME Project No: 22157.P1

Dear Mr. Harris:

As you requested, we are pleased to submit this amendment to our existing agreement for the following additional services in support of the above referenced project. Task 1 has been successfully completed, and the amount specified in this amendment corresponds to the effort expended. Tasks 2, 3, and 4 are slated for completion during the next phase of work, which MME is currently contracted to undertake.

Task 1 – Investigation of the Bandstand

1. Develop a testing and investigation scope for a sub-consultant to perform.
2. Assist in the evaluation of bids by sub-consultants.
3. Provide assistance during the investigation by responding to questions.
4. Visit the site to review the progress and provide guidance as required.

Task 2 – Evaluation of Existing Structural Elements

1. Participate in correspondence with you and members of the design team as may be required to accomplish the work identified during this task.
2. Evaluate structural elements identified during the Task 1 investigation as being distressed. Other elements of the building not mentioned below are not being evaluated or repaired.
 - a. Roof Posts – Seismic Evaluation of the tube steel roof posts and their attachment to the bandstand walls.
 - b. Concrete Slab – Gravity Load Evaluation of the elevated reinforced concrete slab.
3. Provide a memorandum of the results of our evaluation. Propose potential repairs that will be designed in the next phase.
4. Attend a conference with you and other members of the design team to review and discuss the memorandum to determine the repairs that will be designed in Phase 2.
5. Provide the administrative support necessary for us to perform these services.



Task 3 – Design Development

1. Participate in correspondence with you and members of the design team as may be required to accomplish the work identified during this task.
2. Prepare preliminary structural engineering calculations for major components and elements of the primary structural systems.
3. Prepare and deliver one set of Design Development (DD) structural engineering drawings defining the repairs of the elements noted in Task 1. DD drawings will be about 50% complete when compared to the final drawings.
4. Provide the administrative support necessary for us to perform these services.

Task 4 – Construction Documents

1. Participate in correspondence with you and members of the design team as may be required to accomplish the work identified during this task.
2. Prepare preliminary structural engineering calculations for major components and elements of the primary structural systems.
3. Prepare and deliver one set of Design Development (DD) structural engineering drawings defining the repairs of the elements noted in Task 1. DD drawings will be about 50% complete when compared to the final drawings.
4. Provide the administrative support necessary for us to perform these services.

We will use the 2022 California Historical Building Code and Existing Building Code for our evaluation and repairs of the Bandstand.

As in our original agreement, compensation for all services rendered in connection with this project will be based on time and expenses charged in accordance with our Standard Billing Rates. Based on information available to us at this time, it is our opinion the probable cost of our additional design phase services will be approximately (plus reimbursable expenses):

Task 1	\$3,500
<u>Task 2-4</u>	<u>\$16,000</u>
Total	\$19,500

This figure is purely an estimate and is not intended as an upward limit of our billings, which are based on hourly fees and expenses. However, we will not exceed this estimate without your authorization. Invoices for these additional services will reference our project number 22157.P1

All provisions of our original agreement are considered to be in full force and effect with respect to these additional services. Please confirm your authorization to proceed with these additional services by signing, dating, and returning one copy of this letter.



We thank you for the opportunity to be of continued service on this project.

Respectfully yours,

Dale Hendsbee, S.E.
Principal

cc: Addressee
Contract file

Agreement

I have read and fully understand this proposal for additional engineering services. I agree to all the foregoing terms and understand that the signing and dating of this letter constitutes formal agreement on my part, and on behalf of all the owners of this project.

Accepted By: _____ Date: _____

Printed Name: _____

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EXHIBIT D – ADDITIONAL SERVICES PROPOSAL

DATE	March 29, 2024	PROJECT NUMBER	22349
TO	Christian Harris, Associate Principal	PROJECT	Watsonville City Plaza Revitalization Project
OF	SSA Landscape Architects, Inc.	FROM	Peter Birkholz, Principal, Page & Turnbull
CC	Christina Dikas, Page & Turnbull	VIA	Email

Dear Christian,

This proposal amends the previously approved contract to include the scope and fees for the additional tasks described below of the Watsonville City Plaza Revitalization Project, located in Watsonville, California.

Description

Page & Turnbull (P&T) will provide services to address the enhanced structural repair and accessibility analysis of the existing bandstand (gazebo) for the Watsonville City Plaza project. P&T's initial scope of services is limited to historic features and assistance with approvals for other disciplines' scopes. Following investigation of the bandstand, the existing structure was found to be in a poor condition and requires additional structural repair to facilitate public use of the building. P&T will coordinate these additional repairs with the design team and the design documents completed to date. In addition, P&T will provide an accessibility analysis to facilitate vertical access to the public upper level of the bandstand, as requested by the City of Watsonville.

This professional services proposal includes the following scope of work (please refer to the original agreement for Tasks 1–3):

Task 4 Additional Design following Investigation

- Discuss investigation findings with design team and coordinate potential repair approaches, up to 3 meetings.
- Revise design documents to coordinate with structural repair.

Task 5 Additional Design for Accessibility Analysis

- Discuss and coordinate options to facilitate vertical access to the upper level of the bandstand with design team and City of Watsonville staff, up to 3 meetings.
- Provide concept design documents for one (1) vertical access option to be priced by others.
- If approved, incorporate design into 95% design documents.

Assumptions and Exclusions

The following are not included in this scope of services:

- Structural and electrical engineering for accessibility analysis and pricing.

Compensation

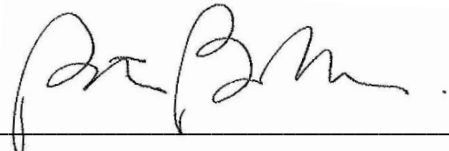
Compensation for the professional services will be billed on a time and materials basis not to exceed **\$15,000**, at the rates described in Exhibit B of the original agreement.

Reimbursable expenses are in addition to the Compensation for professional services and include actual expenditures made by the Consultant in the interest of the project. The reimbursable expense budget associated with these additional services is **\$800**.

Additional services and costs are subject to the terms and conditions of the original agreement dated DECEMBER 16, 2022.

PAGE & TURNBULL

By



Peter Birkholz, Principal

California Architect License No. C23418, exp 4/2025

Dated: March 29, 2024

ACCEPTED BY THE CLIENT:

Signature _____ Date _____

Please include your name, title, and contact information including phone and email below:



Watsonville Plaza Park Gazebo

Option 1	HOURS	RATES	TOTAL	
Principal	20.0	\$ 250.00	\$ 5,000.00	Includes site visits / Zoom Calls
Sr. Project Manager/ Estimator	8.0	\$ 145.00	\$ 1,160.00	Includes site visits / Zoom Calls
Plans Reproduction	1-LS	\$ 150.00	\$ 150.00	Allowance
Truck and Driver Mobilization	8.0	\$ 105.00	\$ 840.00	Exploratory Work
Field Labor (Exploratory Work)	16.0	\$ 80.00	\$ 1,280.00	Exploratory Work
Equipment	1-LS	\$350.00	\$ 350.00	Exploratory Work
Task Total			\$ 8,780.00	

Option 2				
Principal	4.0	\$ 250.00	\$ 1,000.00	
Sr. Project Manager/ Estimator	12.0	\$ 145.00	\$ 1,740.00	
Project Manager/Superintendent		\$ 125.00	\$ -	
Project Administrator	2.0	\$ 85.00	\$ 170.00	
Field Labor		\$ 80.00	\$ -	
Task Total			\$ 2,910.00	

Option 3 & Alternate				
Principal	4.0	\$ 250.00	\$ 1,000.00	
Sr. Project Manager/ Estimator	8.0	\$ 145.00	\$ 1,160.00	
Project Manager/Superintendent		\$ 125.00	\$ -	
Project Administrator	2.0	\$ 85.00	\$ 170.00	
Field Labor		\$ 80.00	\$ -	
Task Total			\$ 2,330.00	

Wheel Chair Lift Conceptial Estimate				
Principal	4.0	\$ 250.00	\$ 1,000.00	
Sr. Project Manager/ Estimator		\$ 145.00	\$ -	
Project Manager/Superintendent		\$ 125.00	\$ -	
Project Administrator		\$ 85.00	\$ -	
Field Labor		\$ 80.00	\$ -	
Task Total			\$ 1,000.00	

Chip Out Slab to Reveal Conditions				
Principal		\$ 250.00	\$ -	
Sr. Project Manager/ Estimator		\$ 145.00	\$ -	
Project Manager/Superintendent		\$ 125.00	\$ -	
Project Administrator		\$ 85.00	\$ -	
Field Labor	8.0	\$ 80.00	\$ 640.00	
Equipment	1-LS	\$ 275.00	\$ 275.00	
Task Total			\$ 915.00	

Option 1,2 & 3 Consolidated	HOURS	RATES	TOTAL	
Principal	32.0	\$ 250.00	\$ 8,000.00	
Sr. Project Manager/ Estimator	28.0	\$ 145.00	\$ 4,060.00	
Plans Reproduction	1-LS	\$ 150.00	\$ 150.00	
Truck and Driver Mobilization	8.0	\$ 105.00	\$ 840.00	
Project Admin	4.0	\$ 85.00	\$ 340.00	
Field Labor (Exploratory Work)	16.0	\$ 80.00	\$ 1,280.00	
Field Labor	8.0	\$ 80.00	\$ 640.00	
Equipment	1-LS	\$ 625.00	\$ 625.00	
Task Total	96.0		\$ 15,935.00	



EXHIBIT "A" 2024 HOURLY NON- PREVAILING CHARGE RATES

(Watsonville Plaza Gazebo)

Expires December 2024

Principal	\$ 250.00 per hour
Accounting Manager	\$ 125.00 per hour
Senior Project Manager/Estimator	\$ 145.00 per hour
General Supt.	\$ 135.00 per hour
Project Manager/Supt.	\$ 125.00 per hour
Project Administrator	\$ 85.00 per hour
Clerical	\$ 65.00 per hour
Foreman/Journeyman Carp.	\$ 95.00 per hour
Operator	\$ 95.00 per hour
Utility Man/Labor	\$ 80.00 per hour
Materials/Rentals	Cost Plus 10%
Dump Truck W/Driver	\$105.00 per hour
Sub-consultants	Cost plus 10%
Printing & Reimbursable Items	Cost plus 10%
Emergency Work	Double Rates Above
Overtime	1 ½ X Rates Above
Page& Turnbull:	_____