

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

THIS SECOND 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 _____. 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 Qualifications 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;

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;

WHEREAS, November 22, 2022, First Amendment was executed to Section 2. Terms of Contract to be from February 4, 2021 to December 31, 2024. Section 22.

Exhibits. Terms and conditions to add 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 Multibenfit Drought Relief Grant Through the Department of Waer 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; and

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

WHEREAS, the Second Amendment of the Contract for Consultant Services is in the best interest of the City of Watsonville.

NOW, THEREFORE, the City and the Consultant agree that the Contract shall be amended as follows:

Section 1 is hereby amended to add the following:

"Section 1. Scope of Services. In addition to the performance of those services specified in detail in Exhibit "A" of the Contract, Consultant shall perform the additional services specified in detail in Exhibit "1," entitled SECOND AMENDMENT TO SCOPE OF SERVICES, which is attached hereto and incorporated herein."

Section 2 is hereby amended to read:

Section 2. Term of Contract. The term of this Contract shall be from December 15, 2020 to December 31, 2025, inclusive.

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 Four Hundred Twenty Nine Thousand and Eight Dollars (\$429,008) for professional services.

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 Second Amendment to Consultant Services Contract the day and year first herein above written.

CITY OF WATSONVILLE

CAROLLO ENGINEERS, INC.

By _____
Tamara Vides, Interim City Manager

DocuSigned by:
By Anne E. Prud'homme
Anne Prud'homme, Executive Vice President

DocuSigned by:
By Justin Peterson
Justin Peterson, Associate Vice President

ATTEST:

By _____
Irwin I. Ortiz, City Clerk

APPROVED AS TO FORM:

By _____
Samantha W. Zutler, City Attorney

EXHIBIT "1"

SECOND AMENDMENT TO SCOPE OF SERVICES

The added scope of services is as follows:

See attached.



2795 Mitchell Drive
Walnut Creek, California 94598
P 925-932-1710

carollo.com

May 23, 2024

Ms. Danielle Green, PE
Assistant Director of Public Works & Utilities
City of Watsonville
250 Main Street
Watsonville, CA 95076

Subject: Zone 2 Water Reservoir and Airport Booster Pump Station Design Project – Amendment 1
(Engineering Services During Construction)

Dear Danielle:

Carollo has prepared a scope of work under Amendment 1 to the Zone 2 Water Reservoir and Airport Booster Pump Station Design Project to provide engineering services through construction. The proposed Amendment 1 scope and fee proposal are enclosed.

The scope of services also includes a requested budget adjustment to Task 5.3 to recoup additional costs spent during the design phase for the following work effort that was not included in the original scope of services:

- Design of Reservoir A modifications (plans, specifications, QA/QC, cost estimating).
- Additional coordination with DDW to obtain approval for tank mixer in lieu of separate inlet/outlet and an exception to NSF 61 concrete testing.
- Additional review and coordination of revised front end contract documents. The additional budget requested under this task does not include risk management review of the revised front ends (this was completed at Carollo's expense); the additional effort is for project manager review and coordination with the plans and technical specifications.

A complete budget summary, inclusive of Amendment 1, is provided in Table 1 on the following page. An "Optional or As-Needed Services" contingency has been included to account for potential scope changes during construction. Specific work items that this contingency may apply to are described in the enclosed scope of services.

Ms. Danielle Greem
 City of Watsonville
 May 23, 2024

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Table1 Overall Project Budget Summary with Amendment 1

| Task | Description | Original Authorization (1) | Amendment 1 | Project Total |
|------|---|-------------------------------|------------------|--------------------|
| 1 | Project Management | \$86,156 | - | \$86,156 |
| 2 | Geotechnical Investigation | \$69,768 | - | \$69,768 |
| 3 | Preliminary Design Report | \$123,174 | - | \$123,174 |
| 4 | Environmental Document and Permitting | \$89,490 | - | \$89,490 |
| 5 | Detailed Design | \$333,452 | \$44,392 | \$377,844 |
| 6 | Bidding Assistance | \$12,255 | - | \$12,255 |
| 7 | (Optional) Funding Support | \$71,828 | - | \$71,828 |
| 8 | (Optional) Tier 2 Seismic Retrofit Geotech. | \$18,768 | - | \$18,768 |
| 9 | (Optional) Additional Permitting or Support | \$94,824 | - | \$94,824 |
| 10 | Engineering Services During Construction | - | \$344,616 | \$344,616 |
| | Total (excluding optional services) | \$899,715 | \$389,008 | \$1,288,723 |
| | Optional or As-Needed Services | - | \$40,000 | \$40,000 |
| | Total (excluding optional services) | - | \$429,008 | \$1,328,723 |

Notes:

(1) Original scope authorization, Resolution No. 43-21, 1/20/2021.

Please do not hesitate to contact me at 209.482.6586 or jpeterston@carollo.com if you have any questions about the proposed scope of services. We look forward to continuing work with the City on this important water supply project.

Sincerely,
 CAROLLO ENGINEERS, INC.



Justin Peterson, PE
 Project Manager / Associate Vice President

Enclosures: Amendment 1 – ESDC Scope of Services (r1)

cc: Elaine Simmons

AMENDMENT 1
ENGINEERING SERVICES DURING CONSTRUCTION (ESDC) SCOPE OF SERVICES

CITY OF WATSONVILLE (CITY)
AND
CAROLLO ENGINEERS, INC. (CONSULTANT)

ZONE 2 WATER RESERVOIR AND AIRPORT BOOSTER PUMP STATION MODIFICATIONS DESIGN
(PROJECT)

BACKGROUND

This amendment is to define CONSULTANT's scope, schedule, and budget for furnishing engineering services during construction (ESDC) for the Zone 2 Water Reservoir and Airport Booster Pump Station Modifications Design (Project). Unless otherwise noted, CITY generally refers to the City of Watsonville Public Works & Utilities Department. CONSTRUCTION MANAGER refers to Cannon Corp., the CITY's third-party construction manager.

The PROJECT includes construction of a new prestressed concrete reservoir (Zone 2 Reservoir B) on an undeveloped portion of a CITY-owned parcel located at 51 Burchell Avenue in Freedom, CA, adjacent to the CITY's existing 3.0 million gallon (MG) Airport Reservoir (Zone 2 Reservoir A), Airport (Burchell) Booster Pump Station, and Well 17. Bid documents for the PROJECT were completed in April 2024, with the bid advertisement period occurring in April and May 2024.

The ESDC phase scope generally includes construction-period project management, attendance at the pre-construction conference and regular site visits, responses to contractor requests for information (RFI), shop drawing submittal review, commissioning and training assistance, permitting coordination, geotechnical observation, attendance at the final site walk, and preparation of record drawings.

The following tasks are included under this project:

- Task 1: Project Management
- Task 2: Geotechnical Investigation
- Task 3: Preliminary Design Report
- Task 4: Environmental Document and Permitting Coordination
- Task 5: Detailed Design
- Task 6: Bidding Assistance
- Task 7: (Optional) Funding Support
- Task 8: (Optional) Tier 2 Seismic Retrofit Geotechnical Investigation
- Task 9: (Optional) Additional Permitting or Support Services
- Task 10: Engineering Services During Construction

Tasks 1 through 9 were authorized in January 2021 (Resolution No. 43-21). This amendment authorizes work on Task 10 (Engineering Services During Construction).

AMENDED SCOPE OF SERVICES

This section includes modifications to existing tasks (included with the initial authorization) and descriptions of new tasks. Where no changes to authorized scope are indicated, the task and budget are unchanged from the initial authorization.

TASK 5 – DETAILED DESIGN

Task 5.3 Bid Set Plans, Specifications, and Cost Estimate

The budget for this task is amended to include design of modifications to the existing welded steel reservoir (Reservoir A) as shown on the contract documents. Modifications to Reservoir A were requested by City staff following the 90% design review workshop. Modifications to Reservoir A include relocation of existing below-foundation piping penetrations (inlet/outlet, pressure relief, drain, and overflow) to above-grade (sidewall) penetrations for improved operations and maintenance access and compliance with current Division of Drinking Water (DDW) requirements.

Additional work under this task included:

- Supplemental coordination with DDW to obtain exceptions to California Waterworks Standards for a mechanical mixer in lieu of a separate inlet/outlet and clarification of NSF 61 concrete testing requirements.
- Project manager and project engineer review of updated front end specifications and coordination with related technical specifications. The additional work under this task does not include internal review by Risk Management Services (risk review completed at Carollo expense).

These scope modifications were not included in the original project scope; unused budget from other authorized tasks was reallocated to partially cover the cost of design. This amendment includes the remaining cost in addition to reallocation from other tasks.

TASK 10 – ENGINEERING SERVICES DURING CONSTRUCTION

Task 10.1 ESDC Project Management

This task includes general ESDC-phase project management, monthly invoicing and progress reports, and regular communication with CITY and CONSTRUCTION MANAGER staff for the duration of construction.

Task 10.2 Attend Pre-Construction Conference

CONSULTANT's Project Manager will attend the pre-construction conference as scheduled by the CITY and CONSTRUCTION MANAGER. This task also includes attendance by the EI&C SUBCONSULTANT (Beecher Engineering, Inc.).

Task 10.3 Attend Progress Meetings

CONSULTANT's Project Manager will attend regularly scheduled progress meetings and conduct site visits as required to address construction questions, review progress, and document completed work. Up to 6 in-person site visits and 12 remote meetings (conference calls) are assumed under this task. Regular progress meetings will be scheduled by the CONSTRUCTION MANAGER and are assumed to occur weekly during the initial stages of construction or during key activities (Reservoir B construction) and then

transition to bi-weekly when key activities are not occurring. This task also includes attendance by the EI&C SUBCONSULTANT as required and up to three days of structural observation by CONSULTANT's structural engineer.

Task 10.4 Respond to RFIs

CONSULTANT and EI&C SUBCONSULTANT will respond to requests for information (RFIs) submitted by the contractor to the CONSTRUCTION MANAGER. Responses will be submitted in writing and delivered to the CONSTRUCTION MANAGER electronically. Review of 30 RFIs are assumed under this task.

Task 10.5 Shop Drawing Submittal Review

CONSULTANT and EI&C SUBCONSULTANT will review shop drawings submitted by the contractor for conformance to project plans and specifications. Responses will be submitted in writing and delivered to the CONSTRUCTION MANAGER electronically. Review of 80 shop drawing submittals are assumed under this task.

Task 10.6 Testing, Commissioning, Startup, and Training Assistance

EI&C SUBCONSULTANT will assist the CONSTRUCTION MANAGER with testing, commissioning, and startup of the project facilities. EI&C SUBCONSULTANT will assist with staff training efforts in coordination with select equipment vendors where required.

Task 10.7 DDW Permitting Coordination

CONSULTANT will coordinate with DDW to assist the CITY in securing the drinking water permit amendment for Reservoir B. CONSULTANT will provide regular updates to the DDW District Engineer during construction and schedule the final inspection site walk for DDW approval. CONSULTANT will prepare the Technical Report with appendices as required for DDW review and record.

Task 10.8 Geotechnical Observation and Consultation

GEOTECHNICAL SUBCONSULTANT (Kleinfelder) will provide the following scope of services:

- Geotechnical engineering staff technical review and presentation of responses (written in brief transmittal or memo format) on various submittals and RFIs associated with the topics of earthwork, and foundations. A maximum of 7 (combined total) of submittals/resubmittals plus RFIs is assumed for this estimate. For this subtask, the estimated labor effort for geotechnical plus support staff (combined labor) is up to 25 hours maximum.
- Jobsite visits (maximum of 4) for geotechnical staff observation during earthwork construction and also for sitework during preparation of foundations, including footing excavations. Each jobsite visit event would require about one full 8 to 10-hour workday (including round trip travel) for geotechnical staff. For this subtask, the estimated labor effort for geotechnical plus support staff (combined labor) is up to 38 hours maximum.
- Geotechnical engineering consultation will be provided on as-needed basis during the construction phase. This task also includes participation at up to two virtual meetings when attendance is requested by the project team, as well as general project management and coordination activities. For this subtask, the estimated labor effort for geotechnical plus support staff (combined labor) is up to 20 hours maximum.

This task excludes construction materials testing and special inspection work, as well as all laboratory and field testing (i.e. compaction of soil and aggregates) services. CONSTRUCTION MANAGER will be responsible for all construction materials testing (field and laboratory) services.

Task 10.9 Attend Final Site Walk and Prepare Record Drawings

CONSULTANT and EI&C SUBCONSULTANT will attend a final acceptance site walk as scheduled by the CONSTRUCTION MANAGER to note any items required for project completion. CONSULTANT and EI&C SUBCONSULTANT will prepare record drawings based on redlines prepared by the contractor and reviewed by the CONSTRUCTION MANAGER.

Task 10 Assumptions

- Total Construction duration will not exceed 18 months.
- Up to 6 in-person site visits and 12 virtual progress meetings (via Microsoft Teams or similar format) are assumed under this task.
- Up to 30 RFIs are assumed under this task.
- Up to 80 shop drawing submittals (combined total of original submittals and resubmittals) are assumed under this task.
- Contract Change Order reviews and will be conducted by the CONSTRUCTION
- CONSTRUCTION MANAGER will be responsible for all direct, formal communication with the contractor.
- CONSULTANT will route all correspondence through the CONSTRUCTION MANAGER.
- Up to three days of structural observation are assumed under this task.
- Construction materials testing and inspection are excluded from this scope of services.
- Environmental services and any non-DDW permitting services are excluded from this scope of services.

OPTIONAL OR AS-NEEDED SERVICES

This optional task includes additional budget to conduct the following services, if necessary:

- Attend additional site visits or conference calls as requested by the CITY or CONSTRUCTION MANAGER.
- Additional site visits for structural observation (e.g., due to contractor delays or failure to meet the requirements of the Contract Documents).
- Review of RFIs, submittals, and/or resubmittals in excess of the Task 10 assumptions.
- Review of Contract Change Orders beyond what can be conducted at regularly scheduled progress meetings.
- Additional DDW coordination efforts beyond the outlined scope of work.
- Additional testing, startup, and commissioning assistance beyond the outlined scope of work.

TIME OF PERFORMANCE

CONSULTANT will perform the ESDC scope of services (Task 10) over an assumed 18-month construction duration.

PAYMENT

Payment to the CONSULTANT for services performed under this Agreement shall be based on the attached fee proposal (**Attachment A to Amendment 1**) on a time and materials basis. The not-to-exceed cost limit of the CONSULTANT's services shall be **\$1,328,723**, inclusive of Amendment 1 and the Optional or As-Needed Services task.

| Task | Description | Original Auth. | Amendment 1 | Project Total |
|-------------|--|-----------------------|--------------------|----------------------|
| 1 | Project Management | \$86,156 | - | \$86,156 |
| 2 | Geotechnical Investigation | \$69,768 | - | \$69,768 |
| 3 | Preliminary Design Report | \$123,174 | - | \$123,174 |
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| 5 | Detailed Design | \$333,452 | \$44,392 | \$377,844 |
| 6 | Bidding Assistance | \$12,255 | - | \$12,255 |
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| 9 | (Optional) Additional Permitting or Support | \$94,824 | - | \$94,824 |
| 10 | Engineering Services During Construction | - | \$344,616 | \$344,616 |
| | Total (excluding optional services) | \$899,715 | \$389,008 | \$1,288,723 |
| | Optional or As-Needed Services | - | \$40,000 | \$40,000 |
| | Total with Optional or As-Needed Services | - | \$429,008 | \$1,328,723 |

ATTACHMENT A TO AMENDMENT 1



CITY OF WATSONVILLE ZONE 2 WATER RESERVOIR AND AIRPORT BOOSTER PUMP STATION MODIFICATIONS DESIGN AMENDMENT FEE PROPOSAL

| | | Carollo Engineers, Inc. (1) | | | | | | | | | | | | PROJECT TOTAL (3) | |
|--------------------------------------|--|-----------------------------|--------------------|--------------------|------------------------|------------------|-----------------------------|-------------------|------------------|----------------|-------------------|-----------------|------------------------|-------------------------|-------------------|
| Task | Task Description | Principal- in-Charge | Project Manager | Lead Structural | Structural Engineer | Staff Support | Senior CAD Technician | CAD Technician | Doc. Process. | Total Hours | Labor Cost | Expenses (2) | Beecher Engineering | | Kleinfelder |
| | | | | | | | | | | | | | Electrical | | Geotechnical |
| 5 | Detailed Design (Amendment) | \$375 | \$355 | \$339 | \$289 | \$238 | \$164 | \$164 | \$164 | | | | | | |
| 5.3 | Bid Set Plans, Specifications, and Cost Estimate | 4 | 24 | 12 | 64 | - | 32 | 40 | - | 176 | \$ 44,392 | \$ - | \$ - | \$ - | \$ 44,392 |
| | TASK 1 TOTAL | 4 | 24 | 12 | 64 | - | 32 | 40 | - | 176 | \$ 44,392 | \$ - | \$ - | \$ - | \$ 44,392 |
| 10 | Engineering Services During Construction | | | | | | | | | | | | | | |
| 10.1 | ESDC Project Management | - | 36 | - | - | - | - | - | - | 36 | \$ 12,780 | \$ - | \$ - | \$ - | \$ 12,780 |
| 10.2 | Attend Pre-Construction Conference | 4 | 8 | - | 8 | - | - | - | - | 20 | \$ 6,652 | \$ 170 | \$ 2,020 | \$ - | \$ 9,044 |
| 10.3 | Attend Progress Meetings | - | 56 | - | 24 | - | - | - | - | 80 | \$ 26,816 | \$ 4,950 | \$ 6,070 | \$ - | \$ 38,443 |
| 10.4 | Respond to RFIs | - | 15 | 23 | 45 | 120 | - | - | - | 203 | \$ 54,518 | \$ - | \$ 6,070 | \$ - | \$ 61,195 |
| 10.5 | Shop Drawing Submittal Review | - | 40 | 80 | 120 | 240 | - | - | - | 480 | \$ 133,120 | \$ - | \$ 12,140 | \$ - | \$ 146,474 |
| 10.6 | Testing, Commissioning, Startup, and Training Assistance | - | - | - | - | - | - | - | - | - | \$ - | \$ - | \$ 10,120 | \$ - | \$ 11,132 |
| 10.7 | DDW Permitting Coordination | 4 | 8 | - | - | 40 | - | - | 8 | 60 | \$ 15,172 | \$ - | \$ - | \$ - | \$ 15,172 |
| 10.8 | Geotechnical Observation and Consultation | - | 4 | - | - | - | - | - | - | 4 | \$ 1,420 | \$ - | \$ - | \$ 18,590 | \$ 21,869 |
| 10.9 | Attend Final Site Walk and Prepare Record Drawings | - | 4 | - | 16 | 16 | 32 | 40 | - | 108 | \$ 21,660 | \$ 170 | \$ 6,070 | \$ - | \$ 28,507 |
| | TASK 10 TOTAL | 8 | 171 | 103 | 213 | 416 | 32 | 40 | 8 | 991 | \$ 272,138 | \$ 5,290 | \$ 42,490 | \$ 18,590 | \$ 344,616 |
| Amendment No. 1 | | 12 | 195 | 115 | 277 | 416 | 64 | 80 | 8 | 1,167 | \$ 316,530 | \$ 5,290 | \$ 42,490 | \$ 18,590 | \$ 389,008 |
| As-Needed Additional Services | | | | | | | | | | | | | | | \$ 40,000 |
| Total ESDC Amendment | | | | | | | | | | | | | | | \$ 429,008 |

Notes:
 (1) Rates are based on Carollo Engineers, Inc., Fee Schedule as of Jan 1, 2024 for California. Rates will be adjusted to standard fee schedules annually.
 (2) Other direct expenses include mileage traveling to/from meetings at IRS Federal Rate, other travel expenses, and reproduction expenses.
 (3) Includes Subconsultant markup of 10%.