

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

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

RECITALS

WHEREAS, City and Consultant have previously executed a Consultant Services Contract to revise for electrical engineering services, for the Wastewater Treatment Facility electrical system hazard mitigation improvements dated March 11, 2022; and

WHEREAS, the original contract was in the amount of \$689,640 with an expiration date of June 30, 2025;

WHEREAS, a request for qualification (RFQ) was issued on December 5, 2019, asking for qualified consultants to assist the City with on call professional electrical engineering design and consulting services, with a deadline for submittal of Request for Statement of Qualifications was January 9, 2020; 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 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 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 FIRST AMENDMENT TO SCOPE OF SERVICES, which is attached hereto and incorporated herein."

Section 2 is hereby amended to add the following:

"Section 2. Term of Contract and Exhibit "B", Schedule of Performance are hereby amended to extent the Contract to June 30, 2027."

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 Five Hundred Seven Thousand Seven Hundred Eighty Dollars (\$507,780) for a Total Contract Amount not-to-exceed (\$1,197,420) for professional services."

All other terms and conditions of the Contract dated March 11,2022, 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

BEECHER ENGINEERING, INC.

By _____
Tamara Vides, Interim City Manager

Signed by:
By Todd Beecher
Todd Beecher, President

ATTEST:

By _____
Irwin I. Ortiz, City Clerk

APPROVED AS TO FORM:

By _____
Samantha W. Zutler, City Attorney

EXHIBIT "1"

FIRST AMENDMENT TO SCOPE OF SERVICES

See attachment labeled **EXHIBIT "1"**



August 12, 2024

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

**SUBJECT: City of Watsonville: WWTF Electrical System Hazard Mitigation Improvements
Proposal for Amendment to Electrical Engineering Services During
Construction**

ATTACHMENT: WorkSmart Automation 4-22-2024 Proposal

Dear Ms. Green,

I am pleased to submit this proposal to the City of Watsonville (City) for amending the present agreement for providing electrical engineering services during construction (ESDC) related to the City of Watsonville "WWTF Electrical System Hazard Mitigation Improvements" (Project). Below is a summary of the services proposed for this amendment:

- Task 3.0 – ESDC: Increase the budgeted total number of hours from (1,960) hours to (4,239) hours
- Task 4.0 – Project Management: Increase the budgeted total number of hours from (24) hours to (163) hours

Basis for Proposed Increase to Task 3.0 - ESDC:

- A total of (293) hours have been charged to Task 3.0 for additional design services related to additional project final design scope including assistance with preparing the project front-end specification documents, preparation of a re-bid package to facilitate a second bidding period for the project and additional bidding period services.
- On-Site Meeting Attendance and Inspection: Increase the Beecher Engineering, Inc. (BEI) onsite presence from an average of one (1) day per week to two (2) days per week throughout the construction period for onsite construction work progress oversight, specialty installation inspection, onsite coordination with programmer and plant Operations personnel and weekly construction meeting attendance. A total of (1,144) additional hours are proposed based upon a construction period duration of (143) weeks and (8) hours per daily visit.

90 Copper Cove Drive, Suite D Copperopolis, CA 95228
Phone: (541) 580-8300 Email: todd@beecherengineering.com

- Add (842) hours for plant programmable logic controller (PLC) and Plant SCADA programming services. Refer to attached quotation from WorkSmart Automation for details regarding programming services to be provided.

The following activities included in the original Task 3.0 agreement shall remain as originally budgeted with no proposal to amend the originally proposed hours:

- Submittal Review: (60) submittals/resubmittals assumed at an average of (4) hours per submittal
- Response to Requests for Information (RFIs): (40) RFIs assumed at an average of (3) hours per RFI
- Design Clarifications (DCs)/Proposed Change Order (PCO) Preparation: (20) DCs/PCOs assumed at an average of (6) hours per DC/PCO
- Virtual Meeting Attendance and Construction Period Correspondence: BEI shall attend as-needed virtual meetings and engage in correspondence with the City, MNS, Contractor and Suppliers throughout the construction period
- Factory Witness Testing: BEI shall attend factory witness testing for new power distribution and control system equipment at the equipment Supplier's factory/shop
- Start-up and Commissioning Assistance: BEI shall provide onsite E&C equipment and system functional testing, start-up and commissioning assistance
- BEI shall provide PG&E service installation and Rule 21 compliance assistance during the construction period

Basis for Proposed Increase to Task 4.0 – Project Management:

- A total of (20) hours have been charged to Task 4.0 for preparation of monthly invoices and development of the PLC and SCADA programming scope, leaving a total of (4) hours remaining out of the originally budgeted (24) hours. A total of (139) additional hours are proposed based upon an allocation of (1) hour per month for an estimated construction period duration of (143) months.

Below is a breakdown of the original agreement tasks, hours and budget:

Task No.	Budgeted Hours	Fee (@\$210/hr)
Task 1.1: Document Preparation	1140	\$239,400
Task 1.2: Review Meetings and Review Comment Responses	120	\$25,200
Task 2.0: Bid Period Assistance	40	\$8,400
Task 3.0: Engineering Services During Construction	1960	\$411,600
Task 4.0: Project Management	24	\$5,040
Totals (Final Design and ESDC):	3284	\$689,640

Below is a breakdown of the proposed, amended hours and budget:

Task No.	Budgeted Hours	Fee (@\$210/hr)
Task 1.1: Document Preparation	1140	\$239,400
Task 1.2: Review Meetings and Review Comment Responses	120	\$25,200
Task 2.0: Bid Period Assistance	40	\$8,400
<i>Task 3.0: Engineering Services During Construction</i>	<i>4239</i>	<i>\$890,190</i>
<i>Task 4.0: Project Management</i>	<i>163</i>	<i>\$34,230</i>
Totals (Final Design and ESDC):	5702	\$1,197,420

Total Proposed Agreement Amendment Amount: \$1,197,420 - \$689,640 = **\$507,780**

Thank you for the opportunity to propose on this work. Please let me know if you have any questions or require any additional information.

Sincerely,



Todd Beecher, P.E.
Beecher Engineering, Inc.



WorkSmart Automation, Inc.
Software Automation Specialists
P.O. Box 19642
Sacramento, CA 95819
Phone : (916) 454-1718

April 22, 2024

Quote: SRV24-3297

TO: Todd Beecher
Beecher Engineering
todd@beecherengineering.com

FROM: Dan Jones
WorkSmart Automation, Inc.

SUB: Quotation for Services –
City of Watsonville, CA WWTF Electrical Systems Hazard Mitigation Improvements Project

Pursuant to your request, WorkSmart Automation is pleased to submit this quotation for the above-mentioned project. This quotation was generated based on our site visit with you on March 13, 2024 and the following contract documents we received from you via email:

- 01 12 16 Work Restrictions and Coordination Requirements.docx
- 01 12 16 Work Sequence_Attachment A_FINAL_2-6-24.docx
- 26 00 00 Electrical Requirements.docx
- 26 32 12 Diesel Engine Generator Systems.docx
- 40 61 13 Control System Requirements.docx
- Watsonville Hazard_BID SET_2-29-24.pdf
- Addendum_No._1_WWTF_Electrical_Hazard_Mitigation.pdf
- Addendum_No._2_WWTF_Electrical_Hazard_Mitigation.pdf
- Addendum_No._3_WWTF_Electrical_Hazard_Mitigation.docx
- Addendum_No._4_WWTF_Electrical_Hazard_Mitigation.docx
- WWTP-CPT-01.csv
- WWTP-CPT-03.csv

We know of no other addendums or changes.

Overview

WorkSmart Automation shall function as a sub-contractor to Beecher Engineer to supply PLC, HMI, Training, and SCADA programming services to assist in the transfer of equipment from the existing PLC being removed to the new PLC-MEB being added at the City of Watsonville WWTF referred to as "City Programmer" in the project specifications. We understand that most of this work must be performed during late night scheduled plant shutdowns.

The following outlines WorkSmart's scope of work for this project:

Programming

The programming scope of tasks for WorkSmart Automation involves the following:

- **PLC Ladder Logic Programming (PLC-MEB)**

WorkSmart shall provide all required PLC programming for this project. This includes the initial PLC program and subsequent on-site start-up and testing services during multiple scheduled plant shutdown events where individual pieces of equipment are moved from old PLC to new PLC MEB and as described in Attachment A-3 Sequence of Work. We will also perform ad-hoc PLC programming changes between the old and new PLC that might be required in order to accommodate temporary conditions until equipment is successfully moved. This most likely will be in the form of message block transfers between the PLCs or other logic to accommodate the equipment transfer tasks.

- HMI Programming**
WorkSmart shall develop all necessary screens required to operate the PLC-MEB equipment in a format consistent with existing District HMI screens. We will download to the HMI units and provide point-to-point testing of all screens and I/O.
- SCADA Programming**
WorkSmart shall modify the existing Wonderware InTouch or AVEVA System Platform (assuming an upgrade) screens and tag I/O required to operate the PLC-MEB equipment in a format consistent with existing District SCADA screens. We will provide point-to-point testing of all screens and I/O.
- Additional Programming & Training Services**
WorkSmart shall provide up to 15 days of additional programming that falls outside of the original scope of work and for desired training services as needed and requested by the owner.

Warranty

WorkSmart Automation will warrant our programming and SCADA configuration for a period of one year from the date of acceptance as specified. We will correct any programming errors uncovered during this time at no additional charge. This warranty excludes operational changes and new features or changes to the PLC program and HMI displays.

Costs

These costs include all labor, travel, and lodging and meals incurred during the course of the project. We have assumed the following:

New PLC-MEB Onsite Setup, Download, Communications Testing (Work Sequence 40-42)					
Days On Site	Labor/Day	Mileage/Day	Per diem	Daily Total	Extended
3	\$ 2,250.00	\$ 262.50	\$ 325.00	\$ 2,837.50	\$ 8,512.50

Offsite New PLC-MEB Configuration/Programming					
Days Off Site	Labor/Day	Mileage/Day	Per diem	Daily Total	Extended
5	\$ 2,250.00	\$ -	\$ -	\$ 2,250.00	\$ 11,250.00

Offsite New HMI-DCB Configuration/Programming					
Days Off Site	Labor/Day	Mileage/Day	Per diem	Daily Total	Extended
3	\$ 2,250.00	\$ -	\$ -	\$ 2,250.00	\$ 6,750.00

Equipment Transfer (Work Sequence 211-217 & 218-223 - 33 pieces of equipment) See Note 1 for cost details for these tasks.					
Days On Site	Labor/Day	Mileage/Day	Per diem	Daily Total	Extended
33	\$ 2,250.00	\$ 262.50	\$ 325.00	\$ 2,837.50	\$ 93,637.50

ALLEN-BRADLEY POWERFLEX 755 6-PULSE VFD & ETHERNET Configuration/Setup					
Days On Site	Labor/Day	Mileage/Day	Per diem	Daily Total	Extended
5	\$ 2,250.00	\$ 262.50	\$ 325.00	\$ 2,837.50	\$ 14,187.50

Additional Programming & Training Services / Contingency See Note 2 for cost details for these tasks.					
Days On Site	Labor/Day	Mileage/Day	Per diem	Daily Total	Extended
15	\$ 2,250.00	\$ 262.50	\$ 325.00	\$ 2,837.50	\$ 42,562.50

TOTAL COSTS LUMP SUM (except as noted under Notes)					\$ 176,900.00
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Notes:

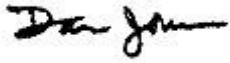
1. In the case where two pieces of equipment are transferred in one day, only an additional 4 hours of service at \$900 will be charged for the 2nd piece of equipment in place of the Daily Total.
2. This task will be billed at the Daily Total rate for only days used.

Assumptions / Exclusions

- No hardware or installation of hardware or wiring is included in this quote.
- No PLC or HMI programming and development software licensing is included in this quote.
- All Testing Plans and Testing Forms required throughout the course of the project are to be provided by others.
- All submittals (if any) required throughout the course of the project are to be provided by others.
- Any work requested outside the scope of this project will be quoted separately at WorkSmart's current labor and travel rates.
- WorkSmart carries required Workers Compensation, \$1,000,000 in General liability insurance, \$1,000,000 in Professional Liability, and \$1,000,000 in Automobile Liability insurance. Amounts requested above these limits may require a change in contract price.

If you have any questions regarding this quotation, please don't hesitate to reach out. I am happy to discuss this with you!

Best regards,

A handwritten signature in black ink, appearing to read "Dan Jones", with a stylized, cursive script.

Dan Jones
Director of Business Development
WorkSmart Automation, Inc.