

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

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

RECITALS

WHEREAS, City and Consultant have previously executed a Consultant Services Contract to revise to perform Headworks and Influent Pump Station Design approved by the City Council, Resolution No. 236-23 (CM), on December 12, 2023; and

WHEREAS, the original contract was in the amount of \$1,709,629 with an expiration date of June 30, 2026; and

WHEREAS, a Request for Qualifications (RFQ) was issued on July 10, 2023, asking for qualified consultants to assist the City for periodic and on call water and wastewater professional design services, with the submittal deadline on August 9, 2023; and

WHEREAS, a list was developed for periodic and on call water and wastewater professional design services; and

WHEREAS, Carollo Engineers, Inc., is on this list of on-call consultants for the consideration of the City Manager and submission to the City Council; and

WHEREAS, the City has added additional tasks to the work program of the Consultant causing additional cost; 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 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 Eighty-Three Thousand One Hundred Nine Dollars (\$83,109) for professional services, for a total contract amount of \$1,792,738."

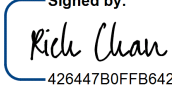
All other terms and conditions of the Contract dated January 11, 2024, as amended, shall remain in full force and effect.

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

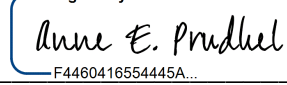
CAROLLO ENGINEERS, INC.

By _____
Tamara Vides, City Manager

Signed by:

By _____
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Rick Chan, Senior Vice President

ATTEST:

By _____
Irwin I. Ortiz, City Clerk

Signed by:

By _____
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Anne Prudhel, Senior Vice President

APPROVED AS TO FORM:

By _____
Samantha W. Zutler, City Attorney

EXHIBIT "1"

FIRST AMENDMENT TO SCOPE OF SERVICES

The scope of services is as follows:

**CITY OF WATSONVILLE
WASTEWATER TREATMENT FACILITY
HEADWORKS AND INFLUENT PUMP STATION FACILITIES

CLEAN WATER STATE REVOLVING FUND LOAN APPLICATION ASSISTANCE
AND CONTRACT DOCUMENT SUPPORT**

SCOPE OF SERVICES

August 18, 2024

INTRODUCTION

The City of Watsonville (City) would like to contract with Carollo Engineers (Consultant) to provide additional services for the Headworks and Influent Pump Station Facilities Project. These include: 1) Prepare several sections of the Clean Water State Revolving Fund (CWSRF) loan application documents, 2) Prepare front-end documents, and 3) Provide constructability review of the 50% and 90% design documents.

The following presents the Consultant's Scope of Services for this project.

SCOPE OF SERVICES

Task 1 – CWSRF Loan Application Assistance

The City would like to pursue a Clean Water State Revolving Fund (CWSRF) loan for the Headworks and Influent Pump Station Facilities Project (Project). The City will lead the preparation and submittal of the general, financial, technical, and environmental packages for the CWSRF loan application. The City would like the Consultant to assist with preparing the following sections of the CWSRF loan application documents.

- **Technical Application Package:**
 - **T1 – Project Report:** Consultant shall prepare the Project Report based on the guidelines provided in Attachment T1 outlined in the CWSRF Technical Package Application (Rev. 10/2020) (Exhibit A). To satisfy the requirement of this report, the Consultant shall prepare a Project Report Crosswalk Document to address the State's Attachment T1 guidelines. The Crosswalk will be based on the use of the following existing and new documents that may be required:
 - **Wastewater Facilities Master Plan (Carollo, July 2020).**

- Headworks and Influent Pump Station Improvements Evaluation Project Report (Carollo, January 2024).
- Information or documents to be provided by the City for Consultant's review and incorporation into the Project Report's Crosswalk Document:
 - City's service area boundary map.
 - City's Collection System Master Plan.
 - City's Urban Water Management Plan.
 - City's National Pollution Discharge Elimination System Permit.
 - WWTF influent and effluent characteristics.
 - WWTF Computerized Maintenance Management System Report.
 - WWTF Operations Standard Operating Procedures and Operation & Maintenance Manual.
 - Other documents as requested.
- Financial Application Package:
 - Tax Questionnaire Items 2 and 12 per requirements of Attachment F3 (Exhibit B).
 - Question #7 concerning Projected Annual Operations and Maintenance Costs per the Financial Security Package (Exhibit C).
- Project Meetings and Correspondences:
 - Two virtual meetings and email correspondence will be provided to support completion of the specific documents to be completed by the Consultant on this Project.

Task 2 – Front-End Document Assistance

The City would like the Consultant to contract with Ewing Construction Services (ECS) to prepare Front-End documents (Divisions 0 and 1 specifications) for the Headworks and Influent Pump Station Facilities Project and incorporate them into the Consultant's technical specification package, including coordination with the Consultant's supplemental Division 1 specifications.

Task 3 – Constructability Review Assistance

The City would like the Consultant to contract with ECS to perform an independent review of the Consultant's 50% and 90% design documents. The reviews will include identifying key issues and challenges that can be mitigated or eliminated with adjustments to the design, coordination items,

safety concerns, risk, procurement, and other constructability issues. For each constructability review, the Consultant and ECS shall participate in a virtual meeting to coordinate the constructability reviews and ECS will provide written review comments to the Consultant to address. For each review, Consultant shall also meet virtually with ECS to discuss and address non-electrical and instrumentation & control (EI&C) design comments as EI&C comments will be addressed by others (Beecher Engineering).

Project Assumptions:

- City will provide as-requested information outlined in the Scope of Services in a timely manner for the Consultant to prepare the Project Report Crosswalk Document.
- City will provide as-requested financial information for the Consultant to complete elements of the Financial Application Package outlined in the Scope of Services.
- City will be responsible for obtaining all required Signatory Resolutions needed to finalize and submit the CWSRF application packages to the SWRCB FAAST system. City will also be responsible for coordinating with the SWRCB to verify successful submission of the projects' SRF application package and identify any other required documentation to accept the City's application as complete and to optimize the packages scoring.

Budget and Schedule:

Table 1 presents the labor and budget estimate for Tasks 1 - 3. Consultant shall complete each task per the following schedule:

- Task 1 – Consultant shall complete the applicable SRF loan documents by December 31, 2024.
- Task 2 – ECS shall complete the preparation of front-end documents by November 29, 2024.
- Task 3 – ECS shall complete the review of 50% and 90% design documents and provide written review comments within 3 weeks after receipt of each set of documents.

Additional Assumptions and Clarifications:

The following additional assumptions and clarifications were used in developing the Scope of Services:

- **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 shall 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
AMENDMENT 1
CWSRF LOAN APPLICATION ASSISTANCE AND CONTRACT DOCUMENT SUPPORT

Task Description	Project Manager	Project Engineer	Funding Specialist	Total Hours	Labor Cost	Subconsultant	Sub Markup at 10%	Other Direct Cost	Total Cost
	\$328	\$286	\$240			ECS Documents Review			
1 CWSRF Loan Application Assistance									
Technical Application Package T1 - Project Report Crosswalk Document	24	0	96	120	\$30,912	\$0	\$0	\$0	\$30,912
Financial Application Package Tax Questionnaire Items 2 and 12	2	0	6	8	\$2,096	\$0	\$0	\$0	\$2,096
Financial Application Package Question 7	2	0	6	8	\$2,096	\$0	\$0	\$0	\$2,096
Project Meetings and Correspondences	4	0	4	8	\$2,272	\$0	\$0	\$0	\$2,272
Subtotal =	32	0	112	144	\$37,376	\$0	\$0	\$0	\$37,376
2 Front-End Document Assistance									
Front-End Document Preparation	2	6	0	8	\$2,372	\$6,410	\$641	\$7,051	\$9,423
Subtotal =	2	6	0	8	\$2,372	\$6,410	\$641	\$7,051	\$9,423
3 Constructability Review Assistance									
50% Design Documents Review	2	6	0	8	\$2,372	\$6,500	\$650	\$7,150	\$9,522
90% Design Documents Review	4	18	0	20	\$5,888	\$19,000	\$1,900	\$20,900	\$26,788
Subtotal =	6	22	0	28	\$8,260	\$25,500	\$2,550	\$28,050	\$36,310
Total =	40	28	112	180	\$48,008	\$31,910	\$3,191	\$35,101	\$83,109