

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

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

RECITALS

WHEREAS, on January 16, 2024, the City Council adopted Resolution No. 3-24 (CM) awarding contract to SWT Engineering, Inc. to perform Engineering Consultant Services for the Landfill Phase IV Groundwater Protection System (GWPS) and Phase III Final Closure Construction Project, No. SW-23-14969; and

WHEREAS, the original contract was in the amount of \$708,922 with an expiration date of June 30, 2025; and

WHEREAS, a Request for Proposals (RFP) was issued on March 17, 2021, for design services for the Landfill Phase IV GWPS and Phase III Final Closure Project with a submittal due date of April 30, 2021; and

WHEREAS, the City has added additional tasks to the work program of the Consultant causing additional cost 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 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 One Hundred Forty-Two Thousand Three Hundred Ninety-Nine Dollars (\$142,399) for a total contract amount not to exceed \$851,321."

All other terms and conditions of the Contract dated January 26, 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

SWT ENGINEERING, INC.

By _____
Tamara Vides, City Manager

DocuSigned by:
Michael A. Cullinane
C29E97618B6D4CD...
By _____
Michael A. Cullinane, P.E.

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

The scope of services is as follows:

As described in the attached letter, dated September 24, 2024, from Michael A. Cullinane to William Smith concerning the proposal for continued engineering services, engineering support during construction, construction management, and construction quality assurance for the City of Watsonville Landfill Phase IV Groundwater Protection System and Phase III Final Closure.

See attachment labeled **EXHIBIT "1"**.



September 24, 2024

Amendment 1 to PN 23-2091

Mr. William Smith
Solid Waste Division Manager
City of Watsonville
250 Main Street
Watsonville, CA 95076

RE: AMENDMENT 1 - PROPOSAL FOR CONTINUED ENGINEERING SERVICES, ENGINEERING SUPPORT DURING CONSTRUCTION, CONSTRUCTION MANAGEMENT, AND CONSTRUCTION QUALITY ASSURANCE FOR THE CITY OF WATSONVILLE LANDFILL PHASE IV GROUNDWATER PROTECTION SYSTEM AND PHASE III FINAL CLOSURE

Dear Mr. Smith:

SWT Engineering (SWT) is pleased to submit this Amendment 1 letter proposal to the City of Watsonville (City) to provide continued Engineering Services, Engineering Support during construction, Construction Management (CM), and Construction Quality Assurance (CQA) services for the City of Watsonville Landfill Phase IV and Phase III Final Closure. This amendment to Contract dated January 26, 2024 valid through June 30, 2025.

The Phase IV Liner and Phase III Final Closure projects was approved by the regulatory agencies (July 2023) and construction began in March of 2024. By combining these projects into one construction document, the City is realizing the cost savings in construction along with savings on the support tasks included in this proposal. Construction for the Phase IV Module 1 and Phase III Closure began in March 2024 with the clearing and grubbing of earthwork areas, followed by a combined mass excavation and foundation fill effort. Ford Construction initiated the excavation in the Phase IV Module 1 area to stockpile material and provide fill for the Phase III Closure foundation.

March and April 2024 experienced over 25 weather delay days in accordance with Caltrans Standard Weather Impact Days and critical path work item progression. Also, an approved change of condition related to the past-importation of soil materials and unanticipated overtime/weekend work added to the need for continued services. These delays, coupled with non-critical path construction items, required additional construction management (CM) oversight and CQA services, which contributed to the overall extension of the project timeline.

Based on our understanding of the site's current and continued construction activities, SWT has prepared the following scope of services and fee estimate, as requested.

TASK 1.0 ENGINEERING SERVICES FOR PROJECT RE-BID

Task Completed.

TASK 2.0 PHASE IV MODULE I LINER AND PHASE III FINAL CLOSURE ENGINEERING SUPPORT SERVICES

SWT will continue to provide construction engineering support services to the City throughout construction and final certification/acceptance process of the combined Phase IV Module 1 Liner and Phase III Final Closure Projects.

**AMENDMENT 1 – PROPOSAL FOR ENGINEERING SERVICES, ENGINEERING SUPPORT DURING CONSTRUCTION,
CONSTRUCTION QUALITY ASSURANCE, AND CONSTRUCTION MANAGEMENT
FOR THE PHASE IV GROUNDWATER PROTECTION SYSTEM AND PHASE III FINAL CLOSURE**

September 24, 2024

Page 2

SWT will continue to provide timely responses to eliminate or minimize the impacts/delays to the Contractor. Any issues with construction will first be resolved via teleconference and pictures, if possible. Some of the reconciliations can be done verbally and documented by the CM. When necessary SWT will develop details or plan revisions as necessary to properly document and monitor construction activities or changes, as appropriate.

The following tasks will continue be performed by SWT as a part of the construction engineering support services relative to the Phase IV Liner and Phase III Final Closure Construction Projects.

- Attend weekly construction meetings (via virtual meetings and intermittently on site, as needed) to maintain project coordination and communications.
- Perform field engineering observation services to evaluate construction activity conformance with the Plans and Specifications after the on-site meeting.
- Review and consult with the City, CM, CQA staff, and Contractor on technical issues that arise during construction.
- Technical review of Contractor submittals.
- Respond to engineering items associated with Contractor or CM Requests for Information (RFIs).
- Review and comment on product manufacturer information.
- Attend final job-walks and assist the CM with the preparation of a punch list.
- Review CQA firm's preparation of a final construction report.
- Technical review of the Contractor's record drawings developed during construction.

TASK 3.0 CLOSE-OUT CQA SERVICES

Task 4.1 Pre-Construction Phase

The remaining tasks for the CQA Consultant, Hushmand and Associates (HAI), include approximately two weeks of work into September for the final observation of protective cover soil placement. Once this task is completed, HAI will demobilize from the site and begin preparing the certified CQA Report for the City. The deliverables will include both a Draft CQA Report and a Final CQA Report, which will be submitted to the Central Coast Regional Water Quality Control Board (CCRWQBC) for approval. This approval is required before waste can be placed in the Phase IV Cell and for certifying the closure of the Phase III Cell.

TASK 4.0 CONSTRUCTION MANAGEMENT

Task 4.1 Pre-Construction Phase

Subtask Complete

Task 4.2 Field Services

The CQA monitoring staff (CQA services to be provided by HAI) will continue to be coordinated by the CM with additional technical support from the engineering and design staff. The CM will evaluate the needs of specific projects based on the level of activities represented on the contractor's schedule and as dictated by field conditions.

**AMENDMENT 1 – PROPOSAL FOR ENGINEERING SERVICES, ENGINEERING SUPPORT DURING CONSTRUCTION,
CONSTRUCTION QUALITY ASSURANCE, AND CONSTRUCTION MANAGEMENT
FOR THE PHASE IV GROUNDWATER PROTECTION SYSTEM AND PHASE III FINAL CLOSURE**

September 24, 2024

Page 3

The CM will provide detailed reports of contractor activities. Of particular note will be any deviations from the project specifications or CQA plan. All variances will be documented and will be maintained on a "cumulative punch" list until repair and/or remediation has been completed. While all aspects of a project are important, particular attention will be paid to such items as the processing and placement of geosynthetic liner installations.

SWT understands the importance of detailed documentation on all aspects of a construction project. Construction documentation provides not only a project history but is quite often the basis for resolving many outstanding issues. Clarification or adjustment of payment limits, extra work and changed or unforeseen conditions, and ultimately, an evaluation of the completeness of the project, will all be dependent upon accurate construction documentation. In addition, the construction documentation will be used to gain approval to utilize the lined area for refuse disposal operations.

Below is a brief description of typical documentation that will be maintained during a project:

Submittals

The CM will determine the minimum submittal requirements for material and equipment as outlined in the Project Specifications. Most submittals will require the approval of design staff.

Request for Information (RFI) and Design Clarification Log

The same format as outlined for tracking submittals will be implemented to track RFIs and Design Clarifications. All responses to RFIs and finalization of Design Clarifications will be reviewed and approved by the Design Engineer and, if applicable, the CQA Officer.

Progress Meeting Minutes

In addition to the above noted documentation, progress meetings will be conducted in which many of the issues below will be reviewed and documented (weekly or bi-weekly):

- Contract time summary to date.
- Progress and schedule review.
- Submittal review.
- Amendments or corrections to the previous week's minutes.
- Health and Safety issues.
- Request for Information review.
- CQA review and discussion of issues.
- Progress payment (if applicable).
- Review any out-of-scope or extra work occurring after the previous meeting. Review any changed or unforeseen conditions that have come to the Contractor's attention since the previous meeting. (If required, separate resolution meetings will be scheduled to discuss and resolve specific issues).

Work Force and Material Daily Reports

When "time and material" work has been authorized, or disputed work is taking place, the CM will keep a detailed summary of the manpower, equipment, and material being used in the

**AMENDMENT 1 – PROPOSAL FOR ENGINEERING SERVICES, ENGINEERING SUPPORT DURING CONSTRUCTION,
CONSTRUCTION QUALITY ASSURANCE, AND CONSTRUCTION MANAGEMENT
FOR THE PHASE IV GROUNDWATER PROTECTION SYSTEM AND PHASE III FINAL CLOSURE**

September 24, 2024

Page 4

operation.

Cumulative Corrective Action File

A list will be maintained of deficiencies and items requiring repair, removal, or remediation. As items are corrected, they will be removed from the list. The contractor will be kept advised of the items requiring additional work. At the conclusion of the project, those items which have not been completed will be added to the final punch list.

Contract Time

On a daily basis, the CM will make a determination as to whether or not the day is to be charged as a "contract day". A Contract Time Summary will be prepared indicating recommended time extensions for inclement weather, change orders, or unforeseen conditions. The summary will reflect the adjusted contract completion date, and the remaining contract time.

Contract Change Orders

All change orders or contract modifications must be approved prior to beginning the work. Contract change orders will be based on either an extension of contract unit prices, an approved contractor estimate, or on a time and materials basis. Change orders will be finalized on a separate Change Order document, approved by City.

Verify Certified Payroll

SWT will verify certified payroll and prevailing wage, as requested by the City to obtain documents. At a minimum, SWT will collect certified payroll from the contractor on a monthly basis and include in the final closeout documents for the project.

Progress Payments

Monthly progress payment applications will be prepared based on a schedule agreed upon by City and the Contractor. Applications may be prepared in Excel or a format of the City's preference. The CM will schedule a meeting with the Contractor to review the Contractor's estimated quantities, prior to preparing the payment application. Standard progress payment packages will include, Contractor's Invoice, Application for Payment (contract summary and signature page), and Contractor's Detailed Monthly Application for Payment (summary of individual bid items status).

Project close-out procedures will commence before the conclusion of the contract. SWT Engineering will maintain a cumulative listing of project deficiencies and corrective action items. Pre-final inspections will be implemented to develop project punch lists.

Task 4.3 Final Construction Close Out Report

SWT will prepare draft and final Construction Certification Reports in accordance with the CQA Plan. The final report will include the field notes, field records, completed field correspondences, project photographs, all approved modifications to the plans and specifications, and a narrative description of the project: liner system construction observation and field test results. CQA report will be referenced in the Close Out Report and any approved changes. Where CQA data differs from the specifications, the CQA Report will explain the deviations and any affect the deviation is expected to have on the performance of the liner system (if any). All plans, specifications, manuals, and technical reports reviewed or utilized during the project will be appropriately referenced in the report.

AMENDMENT 1 – PROPOSAL FOR ENGINEERING SERVICES, ENGINEERING SUPPORT DURING CONSTRUCTION, CONSTRUCTION QUALITY ASSURANCE, AND CONSTRUCTION MANAGEMENT FOR THE PHASE IV GROUNDWATER PROTECTION SYSTEM AND PHASE III FINAL CLOSURE

September 24, 2024

Page 5

Project close-out procedures will begin well before the end of construction. All submittals should have been received by this time and the CM will also verify receipt of any Manufacturers warranties, record drawings, or other required literature or documentation.

At the completion of the project close-out procedure, SWT will submit to the City all project photographic logs, final as-built plans, and CQA Report (prepared by HAI) as part of the Close Out Report.

The Final Construction Close Out Report will include a statement certifying that the groundwater protection system was constructed in general accordance with the Project Plan and Special Provisions, and any design changes made to those documents.

TASK 5.0 PROJECT MANAGEMENT/MEETINGS

SWT will provide project administration services including project schedule development, tracking and updating, budget tracking, invoicing, and activity reporting, as requested. The SWT Project Manager will also coordinate activities with the City and the regulatory agencies, if requested. The SWT Project Manager will provide general administration of the contract, track budget performance and task scheduling, conduct regular progress meetings, document scope changes, provide City with required monthly invoice activity reports, and generally coordinate all efforts related to the project within the bounds of the scope as directed by the City.

SCHEDULE

The project schedule is based on the Contractor's schedule; budget is based on the remaining 44 working days.

FEE ESTIMATE

The following is the fee estimate for each task described above is presented as follows:

Project Re-Bid Services

Task 1.0 COMPLETED NO CHANGE

Engineering Support, CM, and CQA Services

Task 2.0 Phase IV Liner and Phase III Final Closure Engineering Support Services..... \$4,595

Task 3.0 CQA Services \$35,000

Task 4.0 Construction Management..... \$102,805

Task 5.0 Project Management/Meetings ON-GOING, NO CHANGE

Task 6.0 Combined Project Supplemental Budget ON-GOING, NO CHANGE

Total Fee Estimate, Amendment 1 Addition \$142,399

New Total Fee Estimate for Contract dated January 26, 2024\$851,321



**AMENDMENT 1 – PROPOSAL FOR ENGINEERING SERVICES, ENGINEERING SUPPORT DURING CONSTRUCTION,
CONSTRUCTION QUALITY ASSURANCE, AND CONSTRUCTION MANAGEMENT
FOR THE PHASE IV GROUNDWATER PROTECTION SYSTEM AND PHASE III FINAL CLOSURE**

September 24, 2024

Page 6

SWT will keep City informed of the status of the budget balance by issuing monthly progress summary reports with each invoice. SWT will invoice City for the portion of work that has been completed. This Fee Estimate is for budget purposes only. All work performed will be invoiced on a Time-and-Materials basis, based on actual staff providing the service, using the current rate schedule at the time services are provided, see attached 2024 Rate Schedule. SWT understands this is a large commitment for the City, however this is a complete package of field services, and it is less than 10% of the anticipated construction costs.

CLOSURE

SWT appreciates the chance to propose on this project for the City. We look forward to continuing our working relationship with the City of Watsonville. Should you have any questions or require additional information regarding this proposal, please contact Michael A. Cullinane at (909) 390-1328 or via email at mac@swteng.com, or the Project manager, Brian Reyes via email at bmr@swteng.com.

Sincerely,



Michael A. Cullinane, P.E.
Principal

Attachments:

Fee Schedule 2024

Summary of Full Proposal Fee Estimate, Amendment 1

**AMENDMENT 1 – PROPOSAL FOR ENGINEERING SERVICES, ENGINEERING SUPPORT DURING CONSTRUCTION,
CONSTRUCTION QUALITY ASSURANCE, AND CONSTRUCTION MANAGEMENT
FOR THE PHASE IV GROUNDWATER PROTECTION SYSTEM AND PHASE III FINAL CLOSURE**

September 24, 2024

Page 7

FEE SCHEDULE 2024

<u>Staff Classification</u>	<u>Hourly Rate</u>
Clerk	\$72
Technician.....	\$88
CADD Operator	\$112
Planner I.....	\$112
Administrative Assistant	\$114
Engineering Technician.....	\$114
Planner II.....	\$132
Engineer I.....	\$138
Project Coordinator	\$146
Planner III.....	\$160
Engineer II/Designer	\$166
Engineer III/ Scientist	\$186
Construction Manager (CM)	\$188
Senior Planner.....	\$188
Project Engineer/Senior Scientist.....	\$202
Project Manager.....	\$232
Principal Planner.....	\$274
Principal Engineer/Sr. CM	\$274
Principal.....	\$286

Overtime premium, if appropriate, will be invoiced at 1.5 times of the above rates.

Reimbursable charges (reproduction, courier charges, miscellaneous in-house expenses.) are invoiced at 5 percent of total labor charges, not requiring a breakdown.

Other reimbursable charges are invoiced as follows:

Mileage	Federal Rate
Vehicle	\$8/Hour
Sub consultants/Outside Services	Cost +15 percent
Outside Out-of-Pocket Expenses	Cost +15 percent
Per Diem for Living Expenses.....	Federal Rate
Drone Topographic Processing by Third Party (Propeller)	\$1,000/Credit Used

Any non-recurring project-specific charges not listed above will be invoiced at Cost + 15 percent, or as negotiated in the contract.

Fee Schedule effective through December 31, 2024



FEE ESTIMATE - AMENDMENT 1 TO PN 23-2091
ENGINEERING SUPPORT & CM/CQA - PHASE IV GROUNDWATER PROTECTION SYSTEM (LINER) AND PHASE III FINAL CLOSURE
AT THE CITY OF WATSONVILLE LANDFILL

	Principal	Project Engineer	Construction Manager	Construction Manager (OT)	CQA Monitor	CQA Monitor (OT)	Engineer II	Project Coordinator	TOTAL LABOR	5% Expenses (Note 5)	Vehicle Nbr. Hours (Note 7)	Per Diem (Note 2,3,4)	FEE ESTIMATE
Hourly Rate\\$,	\$286.00	\$202.00	\$188.00	\$282.00	\$135.00	\$202.50	\$166.00	\$146.00			\$8.00		
1.0 ENGINEERING SERVICES FOR PROJECT RE-BID (COMPLETE)									\$0	\$0			\$0
2.0 PHASE IV MODULE 1 LINER AND PHASE III FINAL CLOSURE ENGINEERING SUPPORT	4	16							\$4,376	\$219			\$4,595
3.0 CQA SERVICES	CQA Services Provided by Hushmand and Associates (HA) See Attached Fee Estimate Table for Description of Fee Estimate											\$35,000	
4.0 CONSTRUCTION MANAGEMENT	Summarized in Tasks 4.1-4.3 Below												
4.1 Pre-Construction Phase (COMPLETE)									\$0	\$0			\$0
4.2 Field Services (Notes 9)			352	88					\$90,992	\$4,550	\$3,520	\$3,743	\$102,805
4.3 Final Construction Close Out Report (ON-GOING, NO CHANGE)									\$0	\$0			\$0
5.0 PROJECT MANAGEMENT/MEETINGS (ON-GOING, NO CHANGE)									\$0	\$0			\$0
6.0 COMBINED PROJECT SUPPLEMENTAL BUDGET (ON-GOING, NO CHANGE)									\$0	\$0			
TOTAL HOURS	4	16	352	88			0	0					
ESTIMATED FEE	\$1,144	\$3,232	\$66,176	\$24,816			\$0	\$0	\$4,376	\$219	\$0	\$0	\$142,399
	TOTAL FEE ESTIMATE:												\$142,399

Notes:

- Amendment 1 considers the additional working days (added) due to weather impacts and additional overtime hours previous not included. This amendment considers remaining project duration (42 regular working days), remaining Saturday work (2 anticipated) and remaining budgets as of 09/01/24. This proposed budget is for services through project completion.
- Santa Cruz County Per Diem for Lodging FY 2024 is \$181/day (June-August) and \$143/day (September-May); SWT is preparing our fee estimate at the lower rate (off-season @ \$143/day) for the remainder of the project.
- Santa Cruz County Per Diem for M&I FY 2024 is \$69/day
- Total added Per Diem will be estimated at \$197/day for 42 regular and 2 Saturdays, remaining working days, 44 total.
- Reimbursable charges (reproduction, courier charges, travel and lodging for Engineering Staff, miscellaneous in-house expenses) will be billed at 5% of labor not requiring a specific breakdown.
- Other reimbursable expenses will be invoiced per our current rate schedule in effect.
- Vehicle rate assessed at \$8/hour of Construction Manager Work Hours.
- Estimate is for budget purposes only and work will be invoiced based on the actual staff performing the work using the current rate schedule at the time of service.
- Field Services hours for Construction Manager are for 8 regular hour and 2 OT hour working days for the added 44 days.