

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

THIS SECOND AMENDMENT TO CONTRACT for consultant services is entered into by and between the **City of Watsonville** ("City") and **Waterways Consulting, 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 Middle Struve Slough Habitat and Water Quality Improvement Project with Trail Extension dated February 13, 2023; and

WHEREAS, the original contract was in the amount of \$64,764.00 with an expiration date of December 31, 2024;

WHEREAS, A RFQ was requested for Engineering Consultants On-Call List on June 15, 2021, where Waterways was selected as a qualified firm; and

WHEREAS, on September 24, 2024, First Amendment was executed to add to Section 1. Scope of Services, to support with CDFW and CCRWQCB permit and provide assistance with developing the technical specifications and bids for the construction, amending *Section 4 and Exhibit "C" both entitled "Compensation", in the amount of \$13,173.20*; 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 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 Twenty Nine Thousand Four Hundred Ninety Eight and Eighty Cents (\$29,498.80), for professional services."

All other terms and conditions of the Contract dated February 13, 2023, 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

WATERWAYS CONSULTING, INC.

By _____
Tamara Vides, City Manager

By _____
DocuSigned by:
Matt Weld
Matt Weld, PE, CFM, CPESC

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 scope of services is as follows:

Second amendment for the construction related services for the Middle Struve Slough and Water Quality Improvement Project.

- Attachment Titled: Exhibit "1" Scope of Services



Ecological Restoration Design ~ Civil Engineering ~ Natural Resource Management

July 17, 2024

Jackie McCloud, Environmental Sustainability Manager
City of Watsonville
500 Clearwater Lane
Watsonville, CA 95076

Exhibit A: Scope of Services, Job No. 19-005b
Middle Struve Slough Habitat and Water Quality Improvement Project Construction Related Services

Dear Ms. McCloud,

Thank you for your interest in our services. Per your request, we have prepared the following proposal to provide construction related services in support of the above referenced project.

Please review the following Scope of Services and attached Budget (Exhibit B). If the scope and budget meet your approval and you wish to proceed, please contact us to discuss preparation of an agreement to authorize our work.

SCOPE OF SERVICES

Based on our project understanding, we intend to provide the following services:

Task 1 - Project Management, Coordination, and Meetings

The task 1 budget covers time spent performing project management and administration duties, including correspondence, coordination, and documentation related to our performance of the work.

Deliverables: Meeting Notes and Monthly Invoices (.pdf)

Task 2 – Construction Staking

Waterways' survey crew will provide one set of construction stakes to delineate critical project features. Each construction stake installed will be offset from the project feature being located, at offset distances to be specified in advance by the contractor, with both a hub and lath (or equivalent marker) being installed at each location. Each lath will include:

- the point number
- the name of the feature being staked
- the offset distance to the feature
- the existing ground elevation at the stake
- the cut or fill to design grade.

Stakes installed to delineate the limits of disturbance/grading will only include the point number and feature name. All lath will be spray painted and tied with flagging tape. Staking diagrams



will be provided to the Owner and the Contractor that show the location of each stake and the point number. Replacement of stakes that are lost or destroyed during construction activities is not included in this budget; these services would be performed on a time and materials basis at your request.

Locations to be staked include:

1. Project control points
2. The limits of disturbance/grading associated with each Wetland Depression and the Catchment Basin.
3. The limits of the Spoils Placement Area.
4. Catchment Basin crest and bottom.
5. Rock Lined Channel and Vegetated Swale Extents and invert elevations.
6. Overlook Platform pier location.

Task 3 - Construction Observation Services

Waterways will attend one pre-construction meeting with the Contractor and will attend up to two construction site meetings (in addition to scheduled observations) as requested by the Client. Preparation of meeting agendas, minutes and coordination will be performed by the Client, if determined necessary.

Construction Observation

Our budget assumes that construction will last approximately 6 weeks and that one of our engineers will be on site an average of 2 days per week over the duration to help ensure that the work is progressing in accordance with the intent of the construction documents. If work is extended or additional site visits are required, Waterways will perform this monitoring on a time and materials basis at the request of the Client. Daily photo logs and site journals will be prepared to document progress and verify requests for payment.

Waterways will:

- Visit the site at key milestones to review the quality of work and compliance with the plans and specifications
- Reject work that does not conform to the requirements of the contract documents
- Provide plan clarification and responses to Requests for Information (RFI's) throughout the construction period as requested by the Client
- Observe tests
- Issue supplemental instructions or field orders
- Review RFIs, Potential Change Orders (PCOs) and Change Orders (COs) and make recommendations to the Client, as requested
- Review submittals and shop drawings and provide written approval, rejection, or correction directives
- Review proposed substitutions for conformance with drawings and technical specifications, if any
- Conduct (1) one pre-final acceptance/start of maintenance walk-through and assist the Client in preparing a punch list, if necessary
- Review Contractor close-out documents, such as "As-Builts", warranties, equipment manuals, and anything else required for final acceptance



- Assist the Client with project close-out and Notice of Completion

Waterways will not:

- Authorize deviations from the contract documents without Client approval
- Personally conduct tests or confirm Contractor's adherence to line and/or grade
- Assume any of the Contractor's responsibilities, including the proper establishment of line and grade.
- Advise on construction means, methods, or techniques.
- Approve substitute materials without Client's review and approval
- Expedite the work of the Contractor without consulting with the Client
- Certify record drawings
- Reject work authorized by the Client
- Issue work change directives, except in case of emergency
- Approve change orders
- Stop work

Special Inspections will be ordered, scheduled, and contracted directly by the Contractor or the Client. The Contractor shall be responsible for permit compliance. Payment requests shall be submitted directly to the Client. Waterways will be available to assist in determining percentage of work completed in response to payment requests, at the request of the Client.

Field inspections and/or the provision of construction stakes do not relieve the Contractor of their sole responsibility for establishing accurate constructed lines and grades, as specified.

Client agrees that in accordance with generally accepted construction practices, the construction contractor and construction subcontractors will be required to assume sole and complete responsibility for job site conditions during construction of the project, including safety of all persons and property. This requirement shall apply continuously and not be limited to normal working hours. Neither the professional activities of Waterways nor the presence of Waterways employees or sub consultants at a construction site shall relieve the contractor and its subcontractors of their responsibilities including, not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending or coordinating all portions of the work of construction in accordance with the contract documents and applicable health or safety requirements of any regulatory agency or of state law.

Waterways and its subconsultants are not responsible for: continuous inspection or supervision, construction means and methods, project site safety, or contractor's failure to perform. Waterways is not authorized to stop the work of the Contractor or to approve changes to the designs. Waterways may make recommendations during construction, based on unforeseen conditions that could result in Owner-approved changes to the work as shown on the permitted design documents. If such changes are approved by the Owner and implemented by the Contractor, Waterways makes no guaranty that modifications will be acted upon favorably by any governmental agency.



Structural Engineering Observations

The structural engineer (Streeter Group, Inc.) will be on site at key points during the work to observe construction related to the Overlook Platform. The structural engineer's services will be coordinated through Waterways.

Streeter Group's scope of services includes:

1. Attending a preconstruction meeting.
2. Preparing and issuing structural bulletins during construction, as needed, in response to requests for information by the contractor.
3. Visiting the construction site to observe the progress of Overlook Platform construction and its general conformance to the structural portions of the construction documents.
4. Preparing a final letter documenting construction observations.

Task 4 - Record Survey and Project Completion Letter

At the completion of construction, the Waterways survey crew will perform a complete record survey of the project site, detailing the finished grade geometry of the work. Waterways will overlay record survey points on the design drawing. Following completion of construction, Waterways will prepare a project completion letter. The letter will document our construction observations and the degree to which the completed project conforms to with the plans and specifications.

Deliverables: Record survey in digital format (.pdf and .dwg) and Signed Completion Letter (.pdf)

PROPOSED COST

All work shall be performed on a time and materials basis, with a total project budget not to exceed our estimate, without prior written approval of the Client. Refer to attached Exhibit B for a detailed breakdown of our anticipated budget. The estimated budget is valid for a period of 180 days beyond the date of this proposal.

ADDITIONAL SERVICES

Waterways shall be available for additional services on a time and materials basis, at our prevailing rates. Additional services are defined as those that are not specifically identified under the scope of proposed services or those that are required as a result of unforeseen circumstances that arise during the permitting process. Examples of typical "additional services" are included in the attached Standard Provisions.

We look forward to working with you on this interesting project. If you have any questions, please contact me at 831-421-9291.

Sincerely,

Brent Zacharia, P.E.
CA License No. 72809



LIMITATIONS & EXCLUSIONS

1. Waterways shall not be held responsible for the accuracy of existing mapping or data collection performed by others and made available by the Client. If existing products made available by others are found to be inaccurate or incomplete, during the process of our work, our budget, scope, and/or schedule shall be adjusted to account for unexpected expenses or delays incurred because of these deficiencies.
2. Waterways Consulting does not provide boundary surveying services. Our scope of services excludes boundary surveying, unless otherwise stated in the scope and budget. When these services are offered by Waterways, it is through a Subconsultant, and will be explicitly identified as such.
3. The scope of work does not include a "line of sight" study, unless specifically included as a task item.
4. Schedules, Budgets, and Estimates of Cost: Any schedules or completion dates, budgets, or estimates of cost prepared by Waterways represent Waterways' professional judgment based on its experience and available information. Since neither Waterways nor Client has control over the cost of labor, materials, or equipment, or contractor's methods of determining prices, or over competitive bidding, permit requirements, or market conditions, Waterways cannot and does not warrant or represent that actual schedules or completion dates or actual costs will not vary from schedules or completion dates, budgets, or estimates of cost prepared by Waterways or proposed, established, or approved by Client.
5. If the scopes of services to be provided by Waterways pursuant to the terms of this agreement includes the preparation of grading drawings but excludes construction staking services, Client acknowledges that such staking services normally include coordinating civil engineering services and the preparation of record drawings based upon information provided by others, and Client will be required to retain such services from another consultant or pay Waterways for such services pursuant to this agreement.
6. If the scope of services includes Waterways' assistance in applying for governmental permits or approvals, this work does not include the preparation of additional studies or analysis requested by governmental agencies and not specifically included in our scope (e.g., archeological investigations, wetland delineations, geologic studies, etc.). Waterways' assistance with permit preparation and/or submittal will not constitute a representation, warranty, or guarantee that such permits or approvals will be acted upon favorably by any governmental agency.
7. Waterways makes no representations concerning soils or geological conditions unless specifically included in writing in this agreement, or by amendments to this agreement, and will not be responsible for any liability that may arise out of performing or failure to perform soils or geological surveys, subsurface soils or geological tests, or general soils or geological testing.
8. The Client acknowledges that the design services performed pursuant to this agreement are based upon field and other conditions existing at the time these services were performed. Client further acknowledges that field and other conditions may change by the time project construction occurs and clarification, adjustments, modifications, and other changes shall be paid for by Client as extra services in accordance with the agreement.



ASSUMPTIONS

1. Client is aware that differences may exist between the electronic files delivered and the printed hard copy construction documents. In the event of a conflict between the signed construction documents prepared by Waterways and electronic files, the signed and stamped or sealed hard copy construction documents shall govern.
2. After Client's acceptance of the preliminary drawings (30% level of completion), should new information, changed conditions, agency/public comments on the preliminary drawings, or other factors require additional mapping, data collection, graphic modifications, or conceptual changes, the budget may need to be amended to cover these unanticipated costs.
3. The Client shall be responsible for obtaining all necessary easements for both temporary construction-related access and for permanent access and parking, where required.
4. Where the Waterways scope includes preparation of specifications, Waterways will only be responsible for preparation of technical specifications. The Client shall prepare general and front-end provisions for the project, if required.
5. All permitting shall be handled by the Client. Waterways will be available for permitting assistance on a time and materials basis, at the firm's prevailing hourly rates. If permitting agencies request submittal of design reports, detailed hydraulic modeling or calculations, beyond what is deemed by Waterways to be necessary to complete the design, this work will be considered extra, unless specifically outlined in the scope of services.
6. Our design services are not typically performed to meet a specific total project cost, as the cost is often beyond our control. When total project budget is expected to guide the design approach, this expectation should be clearly defined in the Agreement.
7. Waterways will have no responsibility for the discovery, presence, handling, removal, or disposal of hazardous or toxic materials or substances in any form at Project sites, including but not limited to, asbestos, asbestos products or polychlorinated biphenyl (PCB) except for such hazardous or toxic materials or substances introduced on to the project site by Waterways or any damage or injuries resulting from Waterways' negligence.
8. When hazardous or toxic materials or substances are known, assumed, or suspected to exist at a site, Client shall take appropriate precautions to protect health and safety of Waterways' personnel, to comply with applicable laws and regulations, and to follow procedures that Client deems prudent to minimize physical risks to employees and the public. Client shall inform Waterways of any hazardous or toxic materials or substances known by Client to exist at a Project site on which Waterways is providing services.
9. Client agrees not to use or permit any other person to use final maps, exhibits, legal descriptions, surveys, or other work product ("Work Product") prepared by Consultant, which Work Product is not final, and which is not signed, and stamped or sealed by Consultant. Client agrees that Consultant is not responsible for any such use of non-final Work Product and waives any right to claim liability against Consultant, therefore. Client further agrees that final Work Product is for the sole use of Client for the specific purpose described in this Agreement. Such final Work Product may not be altered or reproduced in any way nor used on any other project or for any other purposes than as specifically authorized by Consultant in writing prior to any such use, alteration, or reproduction. Client may use preliminary products for permit review



submittals. However, Client is advised that design details may change as designs are finalized. Waterways cannot be held liable for the cost of additional permitting effort or project delays that may result from these changes.

10. Costs have been allocated to individual tasks to determine the total estimated budget. Waterways may reallocate costs among tasks, as needed, as long as the total price is not exceeded for the scope of work proposed, without previous written authorization from the Client.

**EXHIBIT B - ESTIMATED BUDGET FOR CONSULTING SERVICES****7/17/2024****Client: City of Watsonville****Project Name: Middle Struve Slough Habitat and Water Quality Improvement Project Construction Related Services****Waterways Job No.: 19-005b**

#	Task Description	Senior Engineer	Staff Engineer	Survey Crew	Clerical	Budget Allocation
		(Zacharia)	(Bagley)	(2 person)	(Tihista)	
		\$165	\$140	\$310	\$75	
1	Project Management, Coordination and Meetings	6			2	\$1,140
2	Construction Staking	2	10	16		\$6,690
3	Construction Observation	48	20			\$10,720
4	Record Survey and Project Completion Letter	8	10	10		\$5,820
Sub Total						\$24,370.00

Direct Expenses**Allocation**

Office Expenses	\$150.00
Structural Engineer Subconsultant	\$4,200.00
Field Supplies	\$350.00
Mileage (@ \$.67/mile)	\$428.80
Subtotal	\$5,128.80
Total	\$29,498.80