

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

**THIS FIRST AMENDMENT TO CONTRACT** for consultant services is entered into by and between the **City of Watsonville** ("City") and **MNS Engineers, Inc.** ("Consultant") this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_. The City and Consultant agree as follows:

**RECITALS**

**WHEREAS**, City and Consultant have previously executed a Consultant Services Contract to revise the Wastewater Treatment Facility (WWTF) Electrical System Hazard Mitigation Improvements Project Design services dated March 11, 2022; and

**WHEREAS**, the original contract was in the amount of \$354,345.00 with an expiration date of December 31, 2024;

**WHEREAS**, a Request for Proposal (RFP) was issued on March 19, 2021, asking for qualified consultants to assist the City with civil engineering design and consulting services on the WWTP Main Switchgear and Standby Power Replacement 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 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 the following:

**"Section 2. TERM OF CONTRACT. The term of this Contract shall be from March 1, 2022 through December 31, 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 One Hundred Seventy Five Thousand Five Hundred Thirty Four Dollars (\$175,534) 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**

**MNS ENGINEERS, INC.**

By \_\_\_\_\_  
Tamara Vides, City Manager

DocuSigned by:  
By Nick Panofsky  
Nick Panofsky, Vice 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**

The scope of services is as follows for City of Watsonville Wastewater Treatment Plan Main Switchgear and Standby Power Replacement Project – Proposal for Construction Phase Services. Letter for proposal from MNS Engineers, Inc. to Principal Engineer Green for proposed scope and fee associated with the continued construction phase support for the Project.

- Attachment: Letter for proposal from MNS Engineers, Inc.



**December 17, 2024**

City of Watsonville, Public Works and Utilities  
**Attention: Danielle Green, PE, Principal Engineer**  
250 Main Street  
Watsonville, CA 95076

**SUBJECT: City of Watsonville Wastewater Treatment Plant Main Switchgear and Standby Power Replacement Project – Proposal for Construction Phase Services**

Dear Ms. Green,

MNS Engineers, Inc. (MNS) appreciates being selected to provide Consulting Civil Engineering services for the Wastewater Treatment Plant Main Switchgear and Standby Power Replacement Project (Project) based on our proposal dated April 16, 2021. The City of Watsonville (City) is proceeding with construction of the Project. Construction began in November of 2024 and is expected to be completed in October of 2027. MNS' current contract is expiring on January 31, 2025, therefore, this letter includes proposed scope and fee associated with continued construction phase support for the Project. MNS will continue to be supported by our subconsultants, Buehler Engineering (proposal attached) for structural engineering and Cole Breit Engineering for mechanical engineering.

## Project Scope

MNS proposes the following scope of work to provide engineering services for the Project. A description of the anticipated work for each task follows.

### Task 1. Project Management

#### Task 1.1. Project Management

Project Manager, Tyler Hunt, PE, QSD, will be responsible for the coordination of the internal Project team including subconsultants and overall administration of the contract for MNS. He will continuously monitor the Project schedule and budget to ensure milestones are met, the Project budget is maintained, and the final product meets the expectations of the City.

Tyler will coordinate with the City's Project Manager, Construction Manager, internal Project team, and Beecher Engineering to ensure open lines of communication are maintained and City staff are up to date on the status and progress of the Project as it relates to MNS provided services. Frequent phone calls and email updates will be sent from Tyler to the City Project Manager, as well as other forms of communication as appropriate including video conferences to discuss key Project issues.

Tyler will prepare a monthly invoice with supporting documentation in a format acceptable to the City. Invoice amounts will be detailed by the tasks described herein.

**Deliverables:** Monthly Invoices

### Task 7. Engineering Support Services During Construction

Our staff will support the City through the remainder of the construction process as described in the following subtasks. Construction items related to the electrical design will be reviewed separately by the electrical engineer.





**Task 7.1. Construction Meetings**

MNS' Project Manager and Project Engineer will attend the pre-construction meeting. We have also budgeted for the MNS Project Manager and Project Engineer to attend up to 40 weekly 1-hour construction meetings.

**Task 7.2. Submittal Review**

MNS will review the contractor's shop drawings and submittals for conformance with the project drawings and specifications. For budgeting purposes, we have assumed 60 submittals with 30 requiring re-submittal will be reviewed. We will prepare a Shop Drawing Review Letter (SDRL) for each submittal and maintain a Submittal Log. We have assumed all submittals and SDRLs will be transmitted electronically.

**Task 7.3. Respond to RFIs/RFCs**

MNS will prepare responses to requests for information/clarification (RFI/RFCs) forwarded by the City from the contractor, or develop recommendations based on changed field conditions. We have assumed responses will be prepared for a total of 30 RFIs/RFCs.

**Task 7.4. Record Drawings**

MNS will prepare record drawings based on a single consolidated set of City and contractor red-line drawings provided by the City. Record drawings will be prepared using the latest version of AutoCAD and will be transmitted to the City within four weeks of receipt of red-line drawings. We will provide electronic versions of the record drawings in both AutoCAD and Adobe PDF format.

**Deliverables:** SDRLs, responses to RFIs/RFCs, Record drawings

**Task 8. Additional Services (Optional)**

**Task 8.1. Additional Services (Optional)**

MNS has allocated additional budget to cover costs associated with additional services as requested by the City during the Project. Services to be completed under this Task will only be performed upon written authorization from the City.

**Compensation**

MNS proposes to perform the services described herein for a not-to-exceed fee estimate of **\$175,534**. A breakdown by task is provided in the following table. A detailed fee proposal spreadsheet is provided as an attachment. All fees are in accordance with the current MNS Standard Fee Schedule, also provided as an attachment.

<b>Task</b>	<b>Fee</b>
Task 1—Project Management	\$12,800
Task 7—Engineering Support During Construction	\$146,734
Task 8 – Additional Services (Optional)	\$20,000
<b>Total</b>	<b>\$175,534</b>

**Conclusion**

We look forward to the opportunity to continue providing services to the City in support of the delivery of the Wastewater Treatment Plant Main Switchgear and Standby Power Replacement Project. Please contact me at





[thunt@mnsengineers.com](mailto:thunt@mnsengineers.com) or 805.788.8013 with any questions you may have or to schedule a meeting. Thank you for your consideration.

Sincerely,  
**MNS Engineers, Inc.**

A handwritten signature in blue ink, appearing to read "Tyler Hunt", with a long horizontal flourish extending to the right.

Tyler Hunt, P.E., QSD  
Project Manager

Attachments: MNS Standard Fee Schedule  
Detailed Fee Proposal Spreadsheet  
Buehler Proposal





## 2025 STANDARD SCHEDULE OF FEES

### PROJECT/PROGRAM MANAGEMENT

Principal-In-Charge.....	\$360
Senior Project/Program Manager.....	340
Project/Program Manager.....	290
Assistant Project/Program Manager.....	270
Senior Project Coordinator.....	205
Project Coordinator.....	175

### ENGINEERING

Principal Engineer.....	\$320
Lead Engineer.....	285
Supervising Engineer.....	270
Senior Project Engineer.....	250
Project Engineer.....	220
Associate Engineer.....	200
Assistant Engineer.....	185

### SURVEYING

Principal Surveyor.....	\$295
Lead Surveyor.....	285
Supervising Surveyor.....	242
Senior Project Surveyor.....	220
Project Surveyor.....	195
Associate Project Surveyor.....	185
Assistant Project Surveyor.....	170
Party Chief (PW).....	200
Chainperson (PW).....	170
One-Person Survey Crew (PW).....	235

### TECHNICAL SUPPORT

CADD Manager.....	\$220
Supervising Technician.....	190
Senior Technician.....	180
Engineering Technician.....	135

### DIRECT EXPENSES

Use of outside consultants as well as copies, blueprints, survey stakes, monuments, computer plots, telephone, travel (out of area) and all similar charges directly connected with the work will be charged at cost plus fifteen percent (15%). Mileage will be charged at the current federal mileage reimbursement rate.

### PREVAILING WAGE RATES

Rates shown with Prevailing Wage "(PW)" annotation are used for field work on projects subject to federal or state prevailing wage law and are subject to increases per DIR.

### ANNUAL ESCALATION

Standard fee rates provided for each classification are subject to 5% annual escalation or the most recent US Bureau of Labor Statistics Consumer Price Index, whichever is higher.

### OVERTIME

Overtime for non-exempt employees will be charged at 1.5 x hourly rate; overtime for exempt employees and other classifications will be charged at 1 x hourly rate.

### CONSTRUCTION MANAGEMENT

Principal Construction Manager.....	\$350
Senior Construction Manager.....	305
Senior Resident Engineer.....	280
Resident Engineer.....	265
Structure Representative.....	265
Construction Manager.....	245
Assistant Resident Engineer.....	225
Sr. Construction Inspector (PW).....	195
Construction Inspector (PW).....	185
Office Administrator.....	140

### PLANNING

Planning Director.....	\$250
City Planner/Planning Manager.....	230
Principal Planner.....	215
Senior Planner.....	200
Associate Planner.....	170
Assistant Planner.....	140
Planning Technician.....	120

### ADMINISTRATIVE SUPPORT

Senior Management Analyst.....	\$205
Management Analyst.....	175
IT Technician.....	160
Graphics/Visualization Specialist.....	170
Administrative Assistant.....	110

### GOVERNMENT SERVICES

City Engineer.....	\$280
Deputy City Engineer.....	250
Assistant City Engineer.....	235
Plan Check Engineer.....	195
Permit Engineer.....	185
City Inspector.....	175
Senior City Inspector (PW).....	195
City Inspector (PW).....	185
Principal Stormwater Specialist.....	200
Senior Stormwater Specialist.....	190
Stormwater Specialist.....	180
Stormwater Technician.....	160
Building Official.....	265
Senior Building Inspector.....	210
Building Inspector.....	185
Senior Grant Writer.....	200
Grant Writer.....	190
Associate Grant Writer.....	170
Assistant Grant Writer.....	150



		ENGINEERING				Total Resource Hours	Total Hours*Rates	SUBCONSULTANTS			Reimbursable Expenses	MNS Engineers	Reimbursable Expense Costs	Summary	Total MNS Resource Costs	Total Subconsultant Costs & All Reimbursable Expenses With 15% Markup	Total
		PM						Subconsultant Participation									
	2025 Rate	Principal Engineer (Hunt)	Senior Project Engineer (Doyle)	Associate Engineer (Maloney)	Engineering Technician			Buehler Structural Engineers	Cole Breit Mechanical Engineers				Task 1				
<b>1 – Project Management</b>	<b>Task 1</b>												<b>Task 1</b>				
1.1 Project Management	Task 1.1	40				40	\$12,800						Task 1.1	\$12,800	\$0	\$12,800	
<b>Task 1 Subtotal</b>		<b>40</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>40</b>	<b>\$12,800</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>Task 1 Subtotal</b>		<b>\$12,800</b>	<b>\$12,800</b>	
<b>7 – Engineering Support Services During Construction</b>	<b>Task 7</b>												<b>Task 7</b>				
7.1 Construction Meetings and Site Visits (40)	Task 7.1	40	40			80	\$22,800	\$12,500		\$12,500		\$0	Task 7.1	\$22,800	\$14,375	\$37,175	
7.2 Submittal Review (60)	Task 7.2	10	40	40		90	\$21,200	\$21,500	\$5,000	\$26,500		\$0	Task 7.2	\$21,200	\$30,475	\$51,675	
7.3 Respond to RFIs/RFCs (20)	Task 7.3	10	24	36	8	78	\$17,480	\$20,000	\$5,000	\$25,000		\$0	Task 7.3	\$17,480	\$28,750	\$46,230	
7.4 Record Drawings	Task 7.4	2	8		16	26	\$4,800	\$3,960	\$2,000	\$5,960		\$0	Task 7.4	\$4,800	\$6,854	\$11,654	
<b>Task 7 Subtotal</b>		<b>62</b>	<b>112</b>	<b>76</b>	<b>24</b>	<b>274</b>	<b>\$66,280</b>	<b>\$57,960</b>	<b>\$12,000</b>	<b>\$69,960</b>	<b>\$0</b>	<b>\$0</b>	<b>Task 7 Subtotal</b>		<b>\$146,734</b>	<b>\$146,734</b>	
<b>8 – Additional Services (Optional)</b>	<b>Task 8</b>												<b>Task 8</b>				
8.1 Additional Services Optional	Task 8.1					0	\$0				\$20,000	\$20,000	Task 8.1	\$0	\$20,000	\$20,000	
<b>Task 8 Subtotal</b>		<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$20,000</b>	<b>\$20,000</b>	<b>Task 8 Subtotal</b>		<b>\$20,000</b>	<b>\$20,000</b>	
<b>Sub-Total</b>	<b>Hours</b>	102	112	76	24	<b>314</b>		<b>\$57,960</b>	<b>\$12,000</b>	<b>\$69,960</b>	<b>\$20,000</b>	<b>\$20,000</b>	<b>Grand Total</b>	<b>\$79,080</b>	<b>\$100,454</b>	<b>\$179,534</b>	
	<b>Cost</b>	\$32,640	\$28,000	\$15,200	\$3,240												



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November 22, 2024

Tyler Hunt, PE  
MNS Engineers, Inc.  
811 El Capitan Way, Suite 130  
San Luis Obispo, CA 93401  
thunt@mnsengineers.com

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Sacramento  
Los Angeles  
Phoenix  
San Francisco  
San Luis Obispo  
Silicon Valley

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buehlerengineering.com

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Subject: City of Watsonville - WWTP Electrical Upgrades  
Construction Administration Support  
SSG Project No.S21128  
Buehler Proposal No. 24-####

Dear Tyler,

Thank you for requesting a proposal to provide additional structural engineering services for the subject project. The Project consists of Construction Administration Services for the electrical equipment upgrades for the City of Watsonville's Wastewater Treatment Plant, located at 250 Main Street in Watsonville, California.

Our scope of work will consist of support for MNS Construction Administration tasks related to drawings prepared by Buehler (SSG Structural Engineers):

- Prepare supplemental drawings and interpretations in response to Requests-for-Clarification by the Architect, Contractor, or the Owner.
- Review structural items within Contractor submittals for general conformance with the information given in the contract documents prepared by Buehler. Expected submittals include:
  - DDC Ground Improvement
  - Reinforcement: Mat Slab, CMU, Elevated Slab, Misc
  - Concrete Mix Designs
  - CMU Materials
  - Equipment & Anchorage
  - Structural Steel Framing
  - Miscellaneous Steel Fabrications
  - Doors and Hardware
  - Green Roof Trays and Irrigation
  - Roofing and Materials
  - Painting
  - Sheet Metal/Flashing
  - Steel Decking



- Joint Sealant/Waterstops
  - Miscellaneous Items
- Visit the site (six (6) site visits total) periodically to observe work and to determine, in general, if the structural portion of the constructed work are in accordance with the contract documents. On the basis of this on-site observation, Buehler shall endeavor to guard the Owner against apparent defects and deficiencies in the permanent work constructed by the Contractor, but shall not guarantee the performance of the Contractor. Buehler shall not be required to make exhaustive or continuous on-site observations to check the quality or quantity of the construction work and shall not be responsible for construction means, methods, techniques, sequences, procedures, or for any safety precautions in connection with the construction work. Buehler shall not be responsible for the Contractor’s failure to execute the work in accordance with the construction contract. Anticipated phase visits would include:
  - Foundation
  - Lower CMU Walls & Deck Slab
  - CMU Walls Main Building
  - Steel Framing and Roof Deck
  - Two Miscellaneous Visits as required
- Provide support for the design team to resolve structural issues associated with the final punch list.
- Prepare structural Record Drawings in PDF format incorporating as-built information as supplied by the Contractor.

Items excluded from our scope of work include the following:

- Tasks outside the generally accepted practice of Structural Engineering or items outside those of the contract documents prepared by Buehler.

The following exhibits are included with this proposal:

- Exhibit A: Terms and Conditions
- Exhibit B: BIM Services

Our compensation for these services will be on an hourly basis at our hourly rates. We estimate our compensation for these services will be \$57,960.00. This is an estimate which we will not exceed without first notifying you that we require authorization to increase the estimate.

Our hourly rates are as follows:

Senior Principal .....	\$250.00
Principal.....	\$225.00
Senior Professional .....	\$200.00
Professional.....	\$170.00
Senior Technician.....	\$145.00



Technician ..... \$125.00

If you have any questions, please do not hesitate to contact me, otherwise please sign, and return a copy of this proposal as your authorization to proceed with the work and your acceptance of this proposal. If you do not sign the proposal but provide verbal authorization to proceed with the work, it is our understanding that you have accepted this proposal as written.

Sincerely,

Accepted:

\_\_\_\_\_  
Michael Parolini, SE  
**For Buehler Engineering, Inc.**  
MParolini@buehlerengineering.com

\_\_\_\_\_  
Tyler Hunt, PE  
For MNS Engineers, Inc.

\_\_\_\_\_  
Date