

**FIRST AMENDMENT TO CONSULTANT SERVICES CONTRACT
BETWEEN THE CITY OF WATSONVILLE
AND UPSTREAMH20 LLC.**

THIS FIRST AMENDMENT TO CONTRACT for consultant services is entered into by and between the **City of Watsonville** ("City") and **UpstreamH20 LLC** ("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 visual maintenance management system (VMMS) Implementation dated June 11, 2024; and

WHEREAS, the original contract was in the amount of \$99,500 with an expiration date of December 31, 2024;

WHEREAS, UpstreamH20 LLC, provided the City with a proposal. City staff reviewed it on April 22, 2024. UpstreamH20's VMMS is proprietary and unique. Subdivision (c) § of 3-5.210 of the Municipal Code exempts from competitive bidding equipment that is unique and available only from one source; 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 extend the following:

“Section 2. Term of Contract. The term of the Contract shall be extended to June 30, 2026”

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 Fifty Thousand Dollars (\$150,000) for professional services.

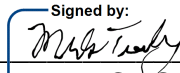
All other terms and conditions of the Contract dated June 11, 2024, as amended, shall remain in full force and effect.

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

UPSTREAMH20

By _____
Tamara Vides, City Manager

Signed by:
By  _____
Mike Tooley, CEO

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:

First amendment for the implementation of the visual maintenance management system ("VMMS") titled "Facility-InSight" for the City of Watsonville wastewater treatment facilities, as follows for additions to the scope of work for Sewer Lift Stations & Water Pump Stations.

- Attachment: Exhibit "1" Scope of Services



UpstreamH2O Facility-InSight VMMS
 Recommendations for Additions to Scope of Work
 Sewer Lift Stations & Water Pump Stations

RECOMMENDATIONS FOR ADDITIONS

- **Develop and Integrate Sewer Pump Station Database, and Recommend Data Exchange Protocol Between Facility-InSight and Watsonville's SQL or CMMS Database.**
- **Create Sewer Pump Station O&M Workflow for Immediate Use and as a Template for Water Pump Stations to Minimize Redundant Database Design Work.**
- **Geographic Mapping:** Integrate map containers for Sewer Lift-Stations and other dispersed assets.
- **GIS Integration for Vertical Water Assets:** Collaborate mid-year to integrate SQL database connectivity and either embed GIS or link Facility-InSight with Watsonville's GIS platform, if Water Pump Stations are incorporated into the Facility-InSight workflow.

PROPOSED SCHEDULE AND COSTS

1. Sewer Lift Stations: (No Change)

- Start Date: February 2025
- Scope defined in the existing proposal.

Price: Not to Exceed: \$50,000 (Proposal 12-19-25) – Annual Hosting Fee remains at \$2,500/yr.

2. Database Modification and Field Rationalization, API Database Connection Protocols & SDK

- Start Date: Concurrent with lift station work in February 2025.
- Design work specifically focused on incorporating Watsonville's Sewer Lift-Station operations into established Facility-InSight workflows, supporting the connection of Sewer Lift Station data with the existing SQL database, as well as API/SDK design and mapping development.

Price: We anticipate that items 2, and 3 below will together total \$25,000.

3. Water Pump-Station Database, Application Connectivity, Workflow, Vertical Assets, and Design Effort Concurrent with Sewer Lift Stations:

- Start Date: Draft design concurrent with Sewer Lift-Station effort. Final construction & implementation to align with Charles Haley's availability.
- Design work specifically meant to support the connection of Water Pump-Station data with existing SQL database and incorporating Watsonville specific workflow needs into established Facility-InSight workflows

Price: Included in Database Modification work (above), or can break out separately if needed

4. Water Pump-Station Asset Scan and Data Integration:

- Start Date: Scheduled concurrently with database connectivity.
- Water Lift Station Scan with Lidar, and photogrammetry for asset identification
- Integration of asset fields with geographic map placement, Lat & Long
- Searchable assets by customer identified fields, and connection to O&M workflow
- Integrate rotating assets (like pumps) that are tracked by both location, duration of use at specific PS sites

Price: \$50,000-\$75,000 depending on amount applied from item #2 above, annual hosting- \$7.500