

**FOURTH AMENDMENT TO CONSULTANT SERVICES CONTRACT  
BETWEEN THE CITY OF WATSONVILLE  
AND MESITI-MILLER ENGINEERING, INC.**

**THIS FOURTH AMENDMENT TO CONTRACT** for consultant services is entered into by and between the **City of Watsonville** ("City") and **Mesiti-Miller Engineering, Inc.** ("Consultant") this \_\_\_\_\_. The City and Consultant agree as follows:

**RECITALS**

**WHEREAS**, the City and Consultant have previously executed a Consultant Services Contract to revise for On-Call Engineering Design Services for the Lee Road Trail Project dated October 6, 2021; and

**WHEREAS**, the City and Consultant have executed a contract in the amount of \$95,748 for the design of the Lee Road Trail Project Phase 1 on October 6, 2021; and

**WHEREAS**, the City and Consultant have executed Amendment No. 1 to said Consultant Services Agreement to extend terms of contract to December 31, 2024; and

**WHEREAS**, the City and Consultant have executed Amendment No. 2 to said Consultant Services Agreement to add additional tasks of work and extend terms of contract to December 31, 2025; and

**WHEREAS**, the City and Consultant have executed Amendment No. 3 to said Consultant Services Agreement to add additional tasks of work; 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 fourth 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 services specified in detail in Exhibit "A" and “Exhibit 1” of the Contract, Consultant shall perform the additional services specified in detail in the following and are attached hereto and incorporated herein:***

- Exhibit "A," March 26, 2025 letter from Rodney Cahill to Murray Fontes, entitled CONTRACT AMENDMENT 4- Lee Road Trail Design for Response to Phase one County and Regulatory Agency Comments .***
- Additional Services as requested in writing and approved by the City.***

Section 2 is hereby amended to read:

***“Section 2. Term of Contract. The term of the Contract shall be extended to December 31, 2026.”***

Exhibit C of Section 4 is hereby amended to read:

***“Exhibit C” Compensation. First paragraph of paragraph item a. Total Compensation. The total obligation of City under this Contract is increased in a not-to-exceed amount of \$38,700 for a total obligation of \$227,402 as described below:***

<b><i>Original Contract Amount</i></b>	<b><i>\$ 95,748</i></b>
<b><i>Amendment No. 2</i></b>	<b><i>\$ 4,250</i></b>
<b><i>Exhibit “A” Amend. 3</i></b>	<b><i>\$ 80,640</i></b>
<b><i>Additional Services not included in Exhibit “A” Am3</i></b>	<b><i>\$ 8,064</i></b>
<b><i>Amendment No. 4</i></b>	<b><i>\$ 33,700</i></b>
<b><i>Additional Services not included in Exhibit “A”</i></b>	<b><i>\$ 5,000</i></b>
<b><i>Total obligation under this Contract</i></b>	<b><i>\$227,402</i></b>

***Total Obligation under this contract      \$227,402***

***And,***

***“Exhibit C” Compensation. Second paragraph of Paragraph item b . Basis of Payment. As described in the attached letter, dated***

**March 26, 2025 from Rodney Cahill to Murray Fontes concerning the Contract Amendment No. 4- CONTRACT AMENDMENT 4- Lee Road Trail Design for Response to Phase one County and Regulatory Agency Comments MME Project No. Billing Rates: 18196:P8.refered to as "Exhibit 1".**

All other terms and conditions of the Contract dated October 6, 2021, as amended, shall remain in full force and effect.

**IN WITNESS WHEREOF**, the parties hereto have executed this Fourth Amendment to Consultant Services Contract the day and year first hereinabove written.

**CITY OF WATSONVILLE**

**MESITI-MILLER ENGINEERING, INC.**

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

By Rodney Cahill  
Rodney Cahill, Principal

ATTEST:

By \_\_\_\_\_  
Irwin I. Ortiz, City Clerk

APPROVED AS TO FORM:

By \_\_\_\_\_  
Samantha Zutler, City Attorney

## **EXHIBIT "A"**

### **FOURTH AMENDMENT TO SCOPE OF SERVICES**

**The scope of services is as follows:**

As described in the attached letter, dated March 26, 2025 from Rodney Cahill to Murray Fontes regarding and titled, "Contract Amendment No. 4- Lee Road Trail Design for Responses to Phase one County and Regulatory Agency Comments, Project No.: 18196:P8".

See Attachment labeled **"EXHIBIT 1", for FOURTH AMENDMENT scope of services and Billing Rates.**



March 26, 2025

**Murray Fontes, P.E.**

Assistant Director of Public Works  
City of Watsonville Public Works, Engineering Dept  
250 Main Street  
Watsonville, Ca 95076

**Re: Contract Amendment 4 - Lee Road Trail Design for Response to  
Phase One County and Regulatory Agency Comments**

MME Project No: 18196:P8

Dear Murray,

Thank you for asking MME to present this amendment to our existing agreement for the following additional services for Lee Road Trail Phase One response to County Comments. These items will amend our existing contract, 10/6/2021.

**Additional Scope – Revisions to Plans, Calculations, and Memo due to County  
and Regulatory Agency Plan Check Review Comments**

1. Participate in correspondence with you, the County of Santa Cruz, and members of the design team regarding County plan check review comments.
2. Work with Environmental team to address comments regarding their mitigation plan
3. Meet with County Stormwater to discuss comments and Storm water management approach
4. Meet with County Roads to discuss comments and revisions to plans
5. Prepare response to comments letter summarizing revisions to plans and calculations.
6. Revise plans in accordance with County plan check review and discussions with you.  
Revisions include:
  - a) Notes and Cover sheet
  - b) Flared end drainage structures
  - c) Striping and Signage
  - d) Bike lane pavement treatment
  - e) Concrete curbs
  - f) Pavement transitions
7. Revise plans in accordance with RWQCB comments regarding Winter Preparedness Plan
8. Prepare construction schedule in Gantt chart format for use in responding to RWQCB comments
9. Prepare Technical Specifications for Water Pollution Control Plan demonstrating Low Erosivity Waiver requirements



10. Revise calculations and storm water memo in accordance with County plan check review and discussions with you.
11. Provide administrative support for this work.

The fee for this additional work is **\$33,700**.

**Term**

1. This amendment will extend the contract term to December 31, 2026.

**Compensation**

As in our original agreement, compensation for all services rendered in connection with this project will be based on time and expenses. Charges will be in accordance with our current 2025 Standard Billing Rates, attached.

All provisions of our original agreement are considered to be in full force and effect with respect to these additional services. Please confirm your authorization to proceed with these additional services by signing, dating, and returning one copy of this letter or an alternative signed City agreement referencing these items.

Should you have any questions please call me. We look forward to working together with you to build this trail project.

Respectfully yours,

Rodney Cahill, P.E.  
Principal



## Billing Rates 2025

Effective through December 31, 2025

### Professional Services

Engineer I	\$ 146 / hour
Engineer II	\$ 166 / hour
Engineer III	\$ 187 / hour
Engineer IV	\$ 208 / hour
Engineer V	\$ 229 / hour
Engineer VI	\$ 250 / hour
Principal Engineer	\$ 270 / hour
Expert Witness Services	\$ 416 / hour
Technician I	\$ 83 / hour
Technician II	\$ 104 / hour
Technician III	\$ 125 / hour
Technician IV	\$ 146 / hour
Administrative Assistant	\$ 104 / hour
Administrative Manager	\$ 146 / hour

### Field Survey (Prevailing Wage)

Chief of Party	\$244 / hour
Instrumentman	\$234 / hour
Chainman / Rodman	\$224 / hour
Flagperson / Pedestrian Monitor	\$177 / hour

### Reimbursable Expenses

<b>Sub-Consultants</b>	Direct Billing x 1.10
<b>Outside Services</b>	Direct Cost x 1.15
Printing, delivery, equipment rental and other direct project expenses	
<b>In-House Services</b>	
Photocopies	\$ 0.10 sheet
Plotting -internal check plots / plots on bond	\$ 2.00 sheet
-final plots on mylar	\$ 10.00 sheet
<b>Travel</b>	
Automobile mileage	\$ 0.70 mile
Airfare, Car Rental, etc.	Direct Cost x 1.15
Per Diem Allowance (varies by location)	\$ 200/day