

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

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

RECITALS

WHEREAS, City and Consultant have previously executed a Consultant Services Contract for Headworks and Influent Pump Station Design dated February 29, 2024; and

WHEREAS, the original contract was in the amount of \$348,680 with an expiration date of December 31, 2025;

WHEREAS, a Request for Qualifications (RFQ) was issued on July 10, 2023, with a submissions due August 9, 2023, asking for qualified consultants to assist the City for periodic and on call water and wastewater professional design services; 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 read:

"Section 2. Terms of Contract, The term of the contract shall be extended to the construction completion date of the Headworks project or June 30, 2030, whichever is later"

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 Nine Thousand Three Hundred Dollars (\$159,300) for professional services. A revised total contract amount \$507,980.

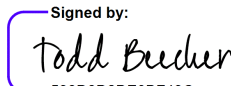
All other terms and conditions of the Contract dated February 29, 2024, as amended, shall remain in full force and effect.

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

BEECHER ENGINEERING, INC.

By _____
Tamara Vides, City Manager

Signed by:

By _____
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Todd Beecher, P.E. Owner

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:

Engineering Services During Construction (ESDC) related to the Electrical, Instrumentation and Controls (EI&C) portions of the Project. The following proposal assumes a construction period duration of approximately (24) months:

- Attend onsite Pre-Bid meeting with City, Carollo Engineers (CE) and prospective bidding Contractors
- Submittal Review: (60) submittals/resubmittals assumed at an average of (4) hours per submittal
- Response to Requests for Information (RFIs): (40) RFIs assumed at an average of (3) hours per RFI
- Design Clarifications (DCs)/Proposed Change Order (PCO) Preparation: (20) DCs/PCOs assumed at an average of (6) hours per DC/PCO
- On-Site Meeting Attendance and Inspection: BEI shall allocate one (1) day per month throughout the construction period on a day mutually agreeable to the City and the Contractor for onsite construction work progress oversight and weekly construction meeting attendance
- Virtual Meeting Attendance and Construction Period Correspondence: BEI shall attend as-needed virtual meetings and engage in correspondence with the City, CE, Contractor and Suppliers throughout the construction period
- Factory Witness Testing: BEI shall attend factory witness testing for new power distribution and control system equipment at the equipment Supplier's factory/shop
- Start-up and Commissioning Assistance: BEI shall provide onsite E&C equipment and system functional testing, start-up and commissioning assistance
- Project Management: Development and issuance of monthly invoicing and as-needed correspondence with the City for both technical and administrative items

Total Proposed Hours: 590 Hours

Total Proposed Fee (based upon an hourly rate of \$270.00 per hour): \$159,300