

**CONTRACT FOR CONSULTANT SERVICES BETWEEN
THE CITY OF WATSONVILLE AND CAL ENGINEERING & GEOLOGY, INC.**

THIS CONTRACT, is made and entered into this _____, by and between the **City of Watsonville**, a municipal corporation, hereinafter called "City," and **Cal Engineering & Geology, Inc.**, hereinafter called "Consultant."

WITNESSETH

WHEREAS, the City needs to obtain certain professional, technical and/or specialized services of an independent contractor to assist the City in the most economical manner; and

WHEREAS, Consultant has the requisite skill, training, qualifications, and experience to render such services called for under this Contract to City.

THE PARTIES HEREBY AGREE AS FOLLOWS:

SECTION 1. SCOPE OF SERVICES. Consultant shall perform those services as specified in detail in Exhibit "A," entitled "SCOPE OF SERVICES" which is attached hereto and incorporated herein.

SECTION 2. TERM OF CONTRACT. The term of this Contract shall be from the date of this contract to June 30, 2025, inclusive.

SECTION 3. SCHEDULE OF PERFORMANCE. The services of Consultant are to be completed according to the schedule set out in Exhibit "B," entitled "SCHEDULE OF PERFORMANCE," which is attached hereto and incorporated herein. Consultant will diligently proceed with the agreed Scope of Services and will provide such services in a timely manner in accordance with the "SCHEDULE OF PERFORMANCE."

SECTION 4. COMPENSATION. The compensation to be paid to Consultant including both payment for professional services and reimbursable expenses as well as the rate and schedule of payment are set out in Exhibit "C" entitled "COMPENSATION," which is attached hereto and incorporated herein.

SECTION 5. METHOD OF PAYMENT. Except as otherwise provided in Exhibit "C," each month, Consultant shall furnish to the City a statement of the work performed for compensation during the preceding month. Such statement shall also include a detailed record of the month's actual reimbursable expenditures.

SECTION 6. INDEPENDENT CONSULTANT. It is understood and agreed that Consultant, in the performance of the work and services agreed to be performed by Consultant, shall act as and be an independent Consultant and not an agent or employee of City, and as an independent Consultant, shall obtain no rights to retirement

benefits or other benefits which accrue to City's employees, and Consultant hereby expressly waives any claim it may have to any such rights.

SECTION 7. ASSIGNABILITY. Consultant shall not assign or transfer any interest in this Contract nor the performance of any of Consultant's obligations hereunder, without the prior written consent of City, and any attempt by Consultant to so assign this Contract or any rights, duties or obligations arising hereunder shall be void and of no effect.

SECTION 8. INDEMNIFICATION.

To the full extent permitted by law (subject to the limitations of Civil Code section 2782.8 for any "design professional services" performed under this Contract), Consultant will indemnify, hold harmless, release and defend the City (including its officers, elected or appointed officials, employees, volunteers or agents) from and against any and all liability or claims (including actions, demands, damages, injuries, settlements, losses or costs [including legal costs and attorney's fees]) (collectively "Liability") of any nature, to the extent arising out of, pertaining to, or relating to Consultant's negligence, recklessness, or willful misconduct in the performance of this Contract. In no event shall the cost to defend charged to the Consultant exceed the Consultant's proportionate percentage of fault. Consultant's indemnification obligations under this Contract are not limited by any limitations of any insurance held by Consultant, including, but not limited to, workers compensation insurance.

SECTION 9. INSURANCE.

A. Errors and Omissions Insurance. Consultant shall obtain and maintain in full force throughout the term of this Contract a professional liability insurance policy (Errors and Omissions), in a company authorized to issue such insurance in the State of California, with limits of liability of not less than One Million Dollars (\$1,000,000.00) to cover all professional services rendered pursuant to this Contract.

B. Auto and Commercial General Liability Insurance. Consultant shall also maintain in full force and effect for the term of this Contract, automobile insurance and commercial general liability insurance with an insurance carrier satisfactory to City, which insurance shall include protection against claims arising from bodily and personal injury, including death resulting therefrom, and damage to property resulting from any actual occurrence arising out of the performance of this Contract. The amounts of insurance shall not be less than the following:

(1) Commercial general liability insurance, or equivalent form, with a combined single limit of not less than \$500,000.00 per occurrence. If such insurance contains a general aggregate limit, such limit shall apply separately to each project Consultant performs for City. Such insurance shall (a) name City, its appointed and elected officials, and its employees as insureds; and (b) be primary with respect to insurance or self-insurance programs maintained by City and (c) contain standard separation of insured's provisions.

(2) Business automobile liability insurance, or equivalent form, with a combined single limit of not less than \$500,000.00 per occurrence. Such insurance shall include coverage for owned, hired and non-owned automobiles.

C. Workers' Compensation Insurance. In accordance with the provisions of Section 3700 of the Labor Code, Consultant shall be insured against liability for Workers' Compensation or undertake self-insurance. Consultant agrees to comply with such provisions before commencing performance of any work under this Contract.

D. Proof of Insurance to City before Notice to Proceed to Work. Consultant shall satisfactorily provide certificates and endorsements of insurance to the City Clerk before Notice to Proceed to Work of this Contract will be issued. Certificates and policies shall state that the policy shall not be canceled or reduced in coverage without thirty (30) days written notice to City. Approval of insurance by City shall not relieve or decrease the extent to which Consultant may be held responsible for payment of damages resulting from services or operations performed pursuant to this Contract. Consultant shall not perform any work under this Contract until Consultant has obtained the required insurance and until the required certificates have been submitted to the City and approved by the City Attorney. If Consultant fails or refuses to produce or maintain the insurance required by these provisions, or fails or refuses to furnish City required proof that insurance has been procured and is in force and paid for, City shall have the right at City's election to forthwith terminate this Contract immediately without any financial or contractual obligation to the City. As a result of such termination, the City reserves the right to employ another consultant to complete the project.

E. Written notice. Contractor shall provide immediate written notice if (1) any insurance policy required by this Contract is terminated; (2) any policy limit is reduced; (3) or any deductible or self insured retention is increased.

SECTION 10. NON-DISCRIMINATION. Consultant shall not discriminate, in any way, against any person on the basis of age, sex, race, color, creed, national origin or disability in connection with or related to the performance of this Contract.

SECTION 11. TERMINATION.

A. City and Consultant shall have the right to terminate this Contract, without cause, by giving not less than ten (10) days written notice of termination.

B. If Consultant fails to perform any of its material obligations under this Contract, in addition to all other remedies provided by law, City may terminate this Contract immediately upon written notice.

C. The City Manager is empowered to terminate this Contract on behalf of City.

D. In the event of termination, Consultant shall deliver to City copies of all work papers, schedules, reports and other work performed by Consultant and upon receipt thereof, Consultant shall be paid in full for services performed and reimbursable expenses incurred to the date of termination.

SECTION 12. COMPLIANCE WITH LAWS. Consultant shall comply with all applicable laws, ordinances, codes and regulations of the federal, state and local governments. Consultant shall obtain and maintain a City of Watsonville business license during the term of this Contract.

SECTION 13. GOVERNING LAW. City and Consultant agree that the law governing this Contract shall be that of the State of California. Any suit brought by either party against the other arising out of the performance of this Contract shall be filed and maintained in the Municipal or Superior Court of the County of Santa Cruz.

SECTION 14. PRIOR CONTRACTS AND AMENDMENTS. This Contract represents the entire understanding of the parties as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. This Contract may only be modified by a written amendment.

SECTION 15. CONFIDENTIAL INFORMATION. All data, documents, discussions or other information developed or received by or for Consultant in performance of this Contract are confidential and not to be disclosed to any person except as authorized by the City Manager or his designee, or as required by law.

SECTION 16. OWNERSHIP OF MATERIALS. All reports, documents or other materials developed or received by Consultant or any other person engaged directly by Consultant to perform the services required hereunder shall be and remain the property of City without restriction or limitation upon their use.

SECTION 17. COVENANT AGAINST CONTINGENT FEES. The Consultant covenants that Consultant has not employed or retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure the Contract, and that Consultant has not paid or agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fees, commissions, percentage, brokerage fee, gift, or any other consideration contingent on or resulting from the award or making of this Contract, for breach or violation of this covenant, the City shall have the right to annul this Contract without liability, or in its discretion, to deduct from the Contract price or consideration or otherwise recover, the full amount of such fee, commission, percentage fee, gift, or contingency.

SECTION 18. WAIVER. Consultant agrees that waiver by City or any one or more of the conditions of performance under this Contract shall not be construed as waiver of any other condition of performance under this Contract.

SECTION 19. CONFLICT OF INTEREST.

A. A Consultant shall avoid all conflict of interest or appearance of conflict of interest in performance of this Contract. Consultant shall file a disclosure statement, if required by City Council Resolution, which shall be filed within thirty (30) days from the effective date of this Contract or such Resolution, as applicable.

B. No member, officer, or employee of the City, during their tenure, or for one (1) year thereafter, shall have any interest, direct or indirect, in this Contract or the proceeds thereof and Consultant agrees not to allow, permit, grant, transfer, or otherwise do anything which will result in such member, officer, or employee of the City from having such interest.

SECTION 20. AUDIT BOOKS AND RECORDS. Consultant shall make available to City, its authorized agents, officers and employees, for examination any and all ledgers and books of account, invoices, vouchers, canceled checks and other records or documents evidencing or related to the expenditures and disbursements charged to the City, and shall furnish to City, its authorized agents and employees, such other evidence or information as City may require with respect to any such expense or disbursement charged by Consultant.

SECTION 21. NOTICES. All notices shall be personally served or mailed, postage prepaid, to the following addresses, or to such other address as may be designated by written notice by the parties:

CITY

City Clerk's Office
275 Main Street, Suite 400
Watsonville, CA 95076
(831) 768-3040

CONSULTANT

Cal Engineering & Geology, Inc.
785 Ygnacio Valley Road
Walnut Creek, CA 94596
(925) 935-9771

SECTION 22. EXHIBITS:

Exhibit A: Scope of Services
Exhibit B: Schedule of Performance
Exhibit C: Compensation

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WITNESS THE EXECUTION HEREOF, on the day and year first hereinabove written.

CITY

CONSULTANT

CITY OF WATSONVILLE

CAL ENGINEERING & GEOLOGY, INC.

BY _____
Rene Mendez, City Manager

DocuSigned by:
Phil Gregory
BY _____
Phil Gregory, Senior Principal Engineer

ATTEST:

BY _____
Irwin I. Ortiz, City Clerk

APPROVED AS TO FORM:

BY _____
Samantha W. Zutler, City Attorney

EXHIBIT "A"

SCOPE OF SERVICES

The scope of services is as follows:

As described in the September 29, 2021 letter, revised March 28, 2023, from Elijah Zane to Murray Fontes concerning a Proposal to Provide Trail Pavement Distress Evaluation and Mitigation Design Services Pennsylvania Drive Trail Embankment and Pavement Stabilization Watsonville, California.

EXHIBIT “B”

SCHEDULE OF PERFORMANCE

Services shall commence immediately upon execution of this Contract. All services performed under the provisions of this Contract shall be completed in accordance with the following schedule:

From the date of execution of the contract to June 30, 2025.

EXHIBIT "C"

COMPENSATION

a. Total Compensation. The total obligation of City under this Contract shall not exceed \$123,545.00.

b. Basis for Payment. Payment(s) to Consultant for services performed under this Contract shall be made as follows and shall [not] include payment for reimbursable expenses:

As described in the September 29, 2022 letter, revised on March 28, 2023 from Elijah Zane to Murray Fontes concerning a Proposal to Provide Trail Pavement Distress Evaluation and Mitigation Design Services Pennsylvania Drive Trail Embankment and Pavement Stabilization
Watsonville, California

c. Payment Request. Consultant shall submit a request for payment for services on a monthly basis by letter to Director, or said Director's designated representative. Such request for payment shall cover the preceding monthly period during the term hereof, shall note the City's purchase order number for this Contract, shall contain a detailed listing of the total number of items or tasks or hours for which payment is requested, the individual dates on which such services were rendered, and invoices for reimbursable expenses, if any. Upon receipt in the Office of Director of said payment request, Director shall cause payment to be initiated to Consultant for appropriate compensation.
r appropriate compensation.



CAL ENGINEERING & GEOLOGY
785 Ygnacio Valley Rd. | Walnut Creek | CA 94596
6455 Almaden Expwy., Suite 100 | San José | CA 95120
23785 Cabot Blvd., Suite 321 | Hayward | CA 94545
www.caleng.com

29 September 2022

Revised 28 March 2023

Murray A. Fontes
Principal Engineer, Public Works & Utilities
City of Watsonville
250 Main Street
Watsonville, California 95076

RE: Proposal to Provide Trail Pavement Distress Evaluation and Mitigation Design Services
Pennsylvania Drive Trail Embankment and Pavement Stabilization
Watsonville, California

Mr. Fontes:

At your request, we prepared this proposal to provide investigation and design services for stabilizing a section of paved pathway upslope (east) of Pennsylvania Drive between Clifford Avenue and Winding Way in Watsonville, California. To prepare this proposal, we discussed the trail stabilization project with you and reviewed email correspondence between PG&E and the City regarding an existing gas line located within the trail footprint, and a geotechnical investigation report for the road portion of the site prepared by Pacific Crest Engineering (PCE).

The initial proposal provided to the City for the Pennsylvania Drive embankment and pavement stabilization (proposal dated 20 October 2021, revised 29 October 2021) included evaluation and mitigation design services for the upslope trail. However, per the City's request, the scope of work and effort associated with the trail segment was removed. It was assumed that the evaluation and design of mitigation measures for the trail would be addressed by the City at a future time. The final proposal approved for Pennsylvania Drive pavement distress evaluation and mitigation design did not include work associated with the trail.

It is our understanding that the City would like to revisit and complete an evaluation and mitigation design for the trail segment at this time, along with the ongoing Pennsylvania Drive pavement distress mitigation work (to be completed as separate projects).

BACKGROUND

Long-term pavement cracking and settlement issues have plagued approximately 1800 linear feet of trail directly north of Clifford Avenue. Cracking has been developing along the entire length of asphalt-paved trail upslope of the road between Clifford Avenue and Winding Way. The investigation and report prepared by PCE considered a 900-foot length of the roadway, but not the trail. Based on the findings and recommendations in the PCE report, the City prepared preliminary (30% design level) plans for stabilizing the road embankment and repaving a portion of the road. The City now plans to have Cal Engineering & Geology complete an investigation of the trail distress, develop recommended mitigation alternatives, and prepare complete (100% percent for bidding and construction) PS&E for stabilization and improvement of the asphalt-paved trail.

It is also our understanding that the City has been in contact with PG&E regarding an existing gas line located within the trail footprint. Distress observed along the trail alignment coincides with asphalt concrete cracking on either side of the gas line. In discussions with PG&E it was agreed that much of the major distress is likely attributed to settlement of trench backfill and the performance of dissimilar backfill materials. Research is currently being conducted by PG&E and the City to determine initial easement conditions and the level of responsibility PG&E and the City might have regarding repair/replacement of the trail.

PROPOSED SCOPE OF WORK

As we previously discussed, CE&G proposes to complete a phased scope of work to:

- 1) obtain as-built plans for the existing gas line located within the trail and/or complete potholing of the line to determine more accurate location and depth of the line,
- 2) investigate and characterize the distressed portions of the trail, and develop recommended mitigation measures to stabilize the embankment/subgrade areas underlying the trail pavements,
- 3) coordinate with PG&E regarding proposed mitigation measures for the trail to determine an approved alternative which satisfies City requirements and construction above an existing PG&E facility,
- 4) obtain a topographic survey, as needed, that will be sufficient for preparing complete PS&E for the project, and
- 5) prepare a complete set of plans, specifications, and engineer's estimate (PS&E) for public bidding and construction and provide bidding assistance and engineering services during construction.

Additional work related to permitting coordination is not included in this proposed scope of work.

Phase 1 – Characterize Site, Evaluate Cause(s) of Distress, Develop Alternatives

The purposes of Phase 1 work will be to:

- evaluate the cause(s) and extents of the ongoing problems for the trail,
- develop viable remedial measures to stabilize the trail embankment and the pavement subgrades for the trail and restore/repair the facilities, and
- coordinate with the City to select a preferred alternative to stabilize and restore/repair the selected portions of the trail that is also consistent with PG&E construction above an existing facility.

For Phase 1, we will

- a) complete site reconnaissance along the trail to photo document pavement distress and existing features,
- b) provide a separate option to obtain a topographic survey from a subcontracted surveyor,
- c) subcontract as needed potholing work to positively locate the existing PG&E gas line along with depth to their facility.
- d) develop and implement a supplemental geotechnical investigation consisting of one day of drilling and sampling five to six shallow borings along the trail and a lab testing program to further characterize the trail embankment (if warranted) and trail subgrade materials and pavement structural sections,
- e) identify and develop preliminary details, extents, and costs for potential long-term mitigation measures to stabilize the trail pavements,
- f) prepare an alternatives memorandum with figures and preliminary costs estimates to document Phase 1 work,
- g) meet with the City to review potential mitigation measures and to select a preferred alternative to design and construct,
- h) meet and/or discuss proposed mitigation alternatives with PG&E for input and acceptance of a preferred alternative conducive to construction methods over an existing gas line,
- i) coordinate with City staff and the City's environmental consultant to identify potential environmental permitting needed to construct the selected alternative,
- j) provide project management and coordination.

It is assumed that the City will lead environmental permitting efforts, and CE&G will provide limited support.

Phase 2 – Prepare Plans, Specifications, and Engineer’s Estimate

The scope of work required to complete Phase 2 depends on the outcome of Phase 1 and the selected design alternative. We anticipate the work will include the following primary tasks.

a) Site Visit

Before preparing the 35% PS&E, CE&G will schedule a site visit to identify any additional site constraints applicable to the preferred alternative and based on discussions with the City and PG&E.

b) 35% PS&E

The selected alternative will be developed and refined to a 35% design level, and a plan set will be prepared in 12 x 18 inch PDF format using AutoCAD Civil 3D 2021. During development of the plans, CE&G will coordinate with the City to confirm that acceptable AutoCAD standards are being used.

It is assumed that the PS&E for the trail project will be developed independently of the Pennsylvania Drive pavement distress mitigation PS&E package completed under a separate (previously approved) task order.

It is anticipated that the preliminary 35% plan set will include sufficient detail to outline the proposed design concepts and include the following sheets:

- Title Sheet
- General/Site Layout and Improvement Sheet Legend
- Stabilization/Improvement Plan Sheets
- Stabilization and Drainage Typical Section
- Pavement Structural Section
- Layouts and Pavement Elevations
- Trail Cross-sections

We will complete a quantity take-off, and a preliminary engineer’s estimate. We will estimate construction costs using average Caltrans bid items unit costs.

Deliverables

- 35% Plans

- 35% Engineer's Estimate

Plans developed as part of the 35% submittal will also be provided to PG&E for review and comment with respect to their existing gas line located within the trail footprint.

c) 70% PS&E

The 70% plan set will build off the 35% plan set and incorporate comments from both the City and PG&E regarding their existing gas line.

It is anticipated that the 70% plan set will include the following sheets:

- Title Sheet
- General/Site Layout and Improvement Sheet Legend
- Stabilization/Improvement Plan Sheets
- Stabilization Typical Sections
- Pavement Structural Sections
- Layouts and Pavement Elevations
- Drainage Plans and Profile
- Trail Cross-sections
- Demolition and Utility Locations

We will prepare the Specifications in a modified Caltrans format using Microsoft Word. At the 70% level, the specifications will include major headings, limited information regarding the technical details, and measurement and payment clauses. We will refine the quantity take-off and update the engineer's estimate.

Deliverables

- 70% Plans
- 70% Specifications
- 70% Engineer's Estimate

d) 100% PS&E

The 100% plan set will build off the 70% plan set and incorporate comments from the City. The 100% plans will likely include the following sheets:

- Title Sheet
- General/Site Layout and Improvement Sheet Legend

- Stabilization/Improvement Plan Sheets
- Stabilization Typical Sections
- Pavement Structural Sections
- Layouts and Pavement Elevations
- Profiles/Superelevations
- Demolition, Utility Locations
- Water Pollution/Erosion Control Plan
- Drainage Plans and Profile
- Trail Cross-sections

We will extend the specifications to the 100% design level and provide them to the City for review in Word and PDF formats.

We will refine the engineer's estimate and make it available to the City for review in PDF format.

We will complete engineering design calculations before the 100% PS&E to support refinement of the design. After the 100% PS&E submittal, we will prepare final design calculations that will be submitted as a separate deliverable. The final calculation package will be provided in PDF format and will be wet signed and stamped.

After submittal of the 100% PS&E, CE&G will meet with the City to discuss comments and review (modify if required) design concepts based on the City and project goals.

We will wet-sign and stamp the plans and specifications. Final plans will be plotted on 24 x 36 inches bond paper. We will also provide the plans electronically in full-size (24 x 36 inch) and half-size (12 x 18 inch) PDF format.

Deliverables

- 100% Plans
- 100% Specifications
- 100% Engineer's Estimate
- Design Calculations

e) Provide project management and coordination

We will actively manage the project and coordinate with the City for the duration of the project. Principal Engineer Eli Zane, PE, GE will serve as project manager.

f) Engineering services during bidding

CE&G will provide limited engineering support during project bidding for construction contract award. General tasks assumed included review of design-related Request for Information (RFI) during bidding and attending a single pre-bid project meeting (virtual or in-person).

PROJECTED LEVEL OF EFFORT AND COST

The projected cost to complete the described Phase 1 Scope of Work is \$49,469. Our projected cost to complete the anticipated Phase 2 Scope of Work described is \$74,076. A breakdown of the level of effort and cost estimate by task is presented in the attached table.

We will confirm the level of effort and cost for completing Phase 2 after the selected alternative is determined during Phase 1.

Schedule

Cal Engineering & Geology is prepared to begin working on this project immediately upon receiving notice to proceed. We estimate the following durations to complete each task.

Task 1a: Site reconnaissance – 1 week after NTP

Task 1b: Develop a design-level basemap Survey – 3 weeks after NTP

Task 1c: Implement a supplemental geotechnical investigation – 6 weeks after NTP

Task 1d: Identify and develop preliminary details, extents, and costs – 7 weeks after NTP

Task 1e: Prepare an alternatives design memorandum – 9 weeks after NTP

Task 1f: Meet with the City and select a preferred alternative – 10 weeks after NTP

Task 1g: Coordinate with City and environmental consultant – 11 weeks after NTP

Task 1h: Detailed scope of work to complete Phase 2 – 12 weeks after NTP

Task 1i: Project management and coordination – throughout Phase 1

Total Phase 1 – 12 weeks

We will be able to begin work on Phase 2 after Task 1e is complete. We will complete Phase 2 in about 12 weeks after that.

Assumptions:

- Field work for the trail is permitted only between 9 AM and 4 PM.
- This project is a prevailing wage project for qualifying job classifications.

*Proposal to Pavement Distress Evaluation and Mitigation Design Services
Pennsylvania Drive Trail Embankment and Pavement Stabilization*

*Page 8
28 March 2023*

EXECUTION

We will complete the proposed scope of work as a Task Order for the City of Watsonville as part of an On-call Services Agreement between Watsonville and Cal Engineering & Geology. Our work will be completed in accordance with generally accepted civil and geotechnical engineering practices and procedures. This standard is in lieu of all warranties, either expressed or implied.

If the above scope of services and terms and conditions are acceptable to you, please prepare and execute a Task Order for the work as described. We look forward to working with you.

Sincerely,
CAL ENGINEERING & GEOLOGY, INC.



Elijah Zane, P.E., G.E.
Principal Engineer

Attachments: Level of Effort and Cost Projection



Fee Estimate For
Pennsylvania Drive Trail Embankment and Pavement Stabilization
Watsonville, California

2023 CE&G Rates	STAFFING																	Total Cost
	Principal	Senior	Project	Senior GIS/CADD Specialist	Project Assistant	Subtotal Hours	Subtotal Cost	Permits	Topographic Survey	Potholing	Drilling Sub./Equipment	Traffic Control	Utility Locator	Laboratory Testing	Mileage	Plotting	Subtotal Cost	
DESCRIPTION	\$260	\$215	\$180	\$155	\$110													
Phase 1 - Characterize Site, Evaluate Cause(s) of Distress, Develop Alternatives																		
a) site reconnaissance	6	6				12	\$ 2,850								\$ 103		\$ 103	\$ 2,953
b) as-needed topographic survey		2				2	\$ 430		\$ 6,500								\$ 6,500	\$ 6,930
c) potholing		2	10			12	\$ 2,230			\$ 9,500					\$ 103		\$ 9,603	\$ 11,833
d) subsurface exploration (1 day, 4-5 shallow holes along trail) and lab testing		4	12		4	20	\$ 3,460				\$ 6,500		\$ 1,500	\$ 1,200	\$ 103		\$ 9,303	\$ 12,763
e) develop conceptual alternatives for long-term mitigation and preliminary cost	2	2	16	6		26	\$ 4,760										\$ -	\$ 4,760
f) prepare alternatives memorandum	2	4	12	4		22	\$ 4,160										\$ -	\$ 4,160
g) meet w/ City to discuss alternatives and select preferred alternative (virtual)	3	3				6	\$ 1,425										\$ -	\$ 1,425
h) meet w/ PG&E to discuss preferred alternative relative to their existing gas line	3	3				6	\$ 1,425										\$ -	\$ 1,425
i) coordinate with City and City's environmental consultant to identify permitting requirements		4				4	\$ 860										\$ -	\$ 860
j) project management and coordination	6		2		4	12	\$ 2,360										\$ -	\$ 2,360
Phase 1 Total Hours	22	30	52	10	8	122	-	-	-	-	-	-	-	-	-	-	-	-
Phase 1 Total Cost	\$ 5,720	\$ 6,450	\$ 9,360	\$ 1,550	\$ 880	-	\$ 23,960	\$ -	\$ 6,500	\$ 9,500	\$ 6,500	\$ -	\$ 1,500	\$ 1,200	\$ 309	\$ -	\$ 25,509	\$ 49,469
Phase 2 - Prepare Plans, Specifications, and Engineer's Estimates																		
a) design confirmation site visit	6	6				12	\$ 2,850								\$ 103		\$ 103	\$ 2,953
b) 35% Plans	2	16	26	50		94	\$ 16,390										\$ -	\$ 16,390
35% quantities and engineer's estimate	2	2	8	4		16	\$ 3,010										\$ -	\$ 3,010
c) 70% Plans	4	16	26	50		96	\$ 16,910										\$ -	\$ 16,910
70% Specifications	2	2	8		2	14	\$ 2,610										\$ -	\$ 2,610
70% quantities and engineer's estimate	2	2	8	8		20	\$ 3,630										\$ -	\$ 3,630
d) 100% Plans	2	10	18	44		74	\$ 12,730									\$ 200	\$ 200	\$ 12,930
100% Specifications	2	2	8			12	\$ 2,390										\$ -	\$ 2,390
100% quantities and engineer's estimate	1	2	8	4		15	\$ 2,750										\$ -	\$ 2,750
100% design calculations	2	8	12			22	\$ 4,400										\$ -	\$ 4,400
e) project management and coordination	10		4		4	18	\$ 3,760										\$ -	\$ 3,760
f) engineering services during bidding	2	8				10	\$ 2,240								\$ 103		\$ 103	\$ 2,343
Phase 2 Total Hours	37	74	126	160	6	403	-	-	-	-	-	-	-	-	-	-	-	-
Phase 2 Total Cost	\$ 9,620	\$ 15,910	\$ 22,680	\$ 24,800	\$ 660	-	\$ 73,670	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 206	\$ 200	\$ 406	\$ 74,076
Phases 1 & 2 Total Hours	59	104	178	170	14	525	-	-	-	-	-	-	-	-	-	-	-	-
Phases 1 & 2 Total Cost	\$ 15,340	\$ 22,360	\$ 32,040	\$ 26,350	\$ 1,540	-	\$ 97,630	\$ -	\$ 6,500	\$ 9,500	\$ 6,500	\$ -	\$ 1,500	\$ 1,200	\$ 515	\$ 200	\$ 25,915	\$ 123,545

Assumptions:

1. Assumed that drilling permit not required



HALE&AL-01

CMURPHY

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/28/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Ames & Gough 859 Willard Street Suite 320 Quincy, MA 02169	CONTACT NAME: PHONE (A/C, No, Ext): (617) 328-6555		FAX (A/C, No): (617) 328-6888
	E-MAIL ADDRESS: boston@amesgough.com		
	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : Nautilus Insurance Company A+, XV		17370
	INSURER B : Liberty Mutual Fire Insurance Co, XV		23035
	INSURER C : The First Liberty Insurance Corporation		33588
INSURED Cal Engineering & Geology, Inc. 785 Ygnacio Valley Road Walnut Creek, CA 94596	INSURER D : Allied World Surplus Lines Insurance Company		24319
	INSURER E :		
	INSURER F :		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> includes Contractors <input checked="" type="checkbox"/> Pollution Liability GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	X	X	ECPO1521598	1/1/2023	1/1/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	X	X	AS2-Z11-254100-023	1/1/2023	1/1/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0			FFX1521599	1/1/2023	1/1/2024	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WC6-Z11-254100-033	1/1/2023	1/1/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Professional Liab			0313-6658	1/1/2023	1/1/2024	Per Claim 1,000,000
D				0313-6658	1/1/2023	1/1/2024	Aggregate 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

If AI box is checked, GL Endorsement Form# BSUM1200 (10-21) applies, unless another additional insured endorsement is attached to this certificate. All Coverages are in accordance with the policy terms and conditions. Excess Liability, if listed above, sits in excess of the CGLI, Auto, Employers Liability, Drone Liability and Foreign Liability where required by written contract.

REF: Pennsylvania Drive - City of Watsonville, its appointed and elected officials, and its employees are named as Additional Insured as respects General and Auto Liability as required per written contract or agreement. General Liability is Primary/Non-Contributory per policy form wording. Waiver of Subrogation applies to General, Automobile Liability and Workers Compensation. Notice of Cancellation: It is understood and agreed that in the event of cancellation of the

SEE ATTACHED ACORD 101

CERTIFICATE HOLDER

CANCELLATION

City of Watsonville City Clerk's office 275 Main Street, Suite 400 Watsonville, CA 95076	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>Jared Maxwell</i>



ADDITIONAL REMARKS SCHEDULE

AGENCY Ames & Gough		NAMED INSURED Cal Engineering & Geology, Inc. 785 Ygnacio Valley Road Walnut Creek, CA 94596
POLICY NUMBER SEE PAGE 1		
CARRIER SEE PAGE 1	NAIC CODE SEE P 1	EFFECTIVE DATE: SEE PAGE 1


ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Description of Operations/Locations/Vehicles:
policy for any reason other than nonpayment of premium, 30 days written notice will be sent to the certificate holder by mail. In the event the policy is cancelled for non payment of premium, 10 days written notice will be sent to the above.

POLICY CHANGES

POLICY CHANGE NUMBER:

POLICY NUMBER ECPO1521598	POLICY CHANGES EFFECTIVE 1/1/2023	COMPANY Nautilus Insurance Company
NAMED INSURED Haley & Aldrich Inc 70 Blanchard Rd Burlington, MA 01803		AUTHORIZED REPRESENTATIVE 
COVERAGE PARTS AFFECTED: Environmental Combined Policy		

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Additional Insured - Blanket - Owners, Lessees or Contractors

This endorsement forms a part of the policy to which it is attached. Please read it carefully.

ADDITIONAL INSURED – BLANKET – OWNERS, LESSEES OR CONTRACTORS

This endorsement modifies insurance provided under the following:

COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY

Who is An Insured (Section III) is amended to include as an insured:

- Any person (s) or organization (s) for whom you are performing operations when you and such person (s) or organization (s) have agreed in writing in a contract or written agreement that such person (s) or organization (s) be added as an additional insured on your policy, and
- Any other person or organization you are required to add as an additional insured under a contract or agreement described in Paragraph 1. above.

Such Person(s) or organization(s) is an additional insured only with respect to liability for **bodily injury, property damage or personal and advertising injury** caused, in whole or in part, by:

- Your acts or omissions, or the acts or omissions of those acting on your behalf, in the performance of your ongoing operations for the additional insured; or
- Your work** performed for such person(s) or organizations(s) and included in the **products-completed operations hazard**, only when required by the written contract or written agreement.

With respect to damages caused by **your work**, as described above, the coverage provided hereunder shall be primary and not contributing with any other insurance available to those designated above, but only when required by written contract or agreement.

With respect to the insurance afforded to these additional insureds, the following is added to Section IV -

Limits Of Insurance:

The most we will pay on behalf of the additional insured is the amount of insurance:


1. Required by the contract or agreement described in Paragraph 1.; or
2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

All other terms and conditions remain unchanged.

POLICY CHANGES

POLICY CHANGE NUMBER:

POLICY NUMBER ECPO1521598	POLICY CHANGES EFFECTIVE 1/1/2023	COMPANY Nautilus Insurance Company
NAMED INSURED Haley & Aldrich Inc 70 Blanchard Rd Burlington, MA 01803		AUTHORIZED REPRESENTATIVE 
COVERAGE PARTS AFFECTED: Environmental Combined Policy		

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Notice of Cancellation to Designated Entities

<p style="text-align: center;">Schedule</p> <p style="text-align: center;">Name of Person(s) or Organization(s)</p> <p>Where required by written contract and on file with the Company.</p>

In consideration of an additional premium of \$0 and notwithstanding anything contained in the policy to the contrary, it is hereby agreed and understood if the Company cancels this policy on or before the expiration date of the policy, the Company will mail or deliver to the person(s) or organization(s) shown in the schedule above, written notice of cancellation to the address included above not less than thirty (30) days prior to the effective date of cancellation or 10 days for non-payment of premium. Proof of mailing of notice shall be sufficient proof of notice. The effective date and hour of cancellation stated in the notice shall be the end of the policy period.

This endorsement shall not apply if the policy is non-renewed for any reason.

All other terms and conditions remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF SUBROGATION
(TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US)
DESIGNATED PERSON(S) OR ORGANIZATION(S) - COVERAGE A, B & D**

Policy Number	Policy Effective Date	Policy Expiration Date	Endorsement Effective Date
ECPO1521598	1/1/2023	1/1/2024	1/1/2023

This endorsement modifies insurance provided under the following:

ENVIRONMENTAL COMBINED POLICY

SCHEDULE

Name of Person(s) or Organization(s):	As required by written contract executed prior to any claim or "suit"
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I. The following is added to Paragraph 17. Subrogation of SECTION VII – CONDITIONS:

We waive any right of recovery against any person(s) or organization(s) shown in the **SCHEDULE** above because of payments we make under **COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY, COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY, and COVERAGE D – CONTRACTORS POLLUTION LIABILITY** under this policy.

Such waiver by us applies only if:

1. The **insured** has agreed in writing in a contract or agreement with such person(s) or organization(s) to waive its right of recovery; and
2. The **insured** has waived its right of recovery against such person(s) or organization(s) prior to loss.

This endorsement applies only to the person(s) or organization(s) shown in the **SCHEDULE** above.

This waiver does not apply in any jurisdiction where such waiver is held to be illegal or against public policy or in any situation where the person(s) or organization(s) against whom subrogation is to be waived is found to be solely negligent.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY SHALL APPLY AND REMAIN UNCHANGED.

Haley & Aldrich Eff: 1/1/23-1/1/24

POLICY NUMBER: AS2-Z11-254100

**COMMERCIAL AUTO
CA 20 48 10 13**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

SCHEDULE

Name Of Person(s) Or Organization(s):
Any person or organization where the Named Insured has agreed by written contract to include such person or organization as a Designated Insured
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph **A.1.** of Section **II** – Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph **D.2.** of Section **I** – Covered Autos Coverages of the Auto Dealers Coverage Form.

Hailey & Aldrich

Policy Number: AS2-Z11-254100

Issued By: Liberty Mutual Fire Ins
Co

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION TO THIRD PARTIES

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE PART
MOTOR CARRIER COVERAGE PART
GARAGE COVERAGE PART
TRUCKERS COVERAGE PART
EXCESS AUTOMOBILE LIABILITY INDEMNITY COVERAGE PART
SELF-INSURED TRUCKER EXCESS LIABILITY COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
EXCESS COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART

Schedule		
Name of Other Person(s)/ Organization(s):	Email Address or mailing address:	Number Days Notice:
Per schedule on file with Agent		30

- A. If we cancel this policy for any reason other than nonpayment of premium, we will notify the persons or organizations shown in the Schedule above. We will send notice to the email or mailing address listed above at least 10 days, or the number of days listed above, if any, before the cancellation becomes effective. In no event does the notice to the third party exceed the notice to the first named insured.
- B. This advance notification of a pending cancellation of coverage is intended as a courtesy only. Our failure to provide such advance notification will not extend the policy cancellation date nor negate cancellation of the policy.

All other terms and conditions of this policy remain unchanged.

Haley & Aldrich

Policy Number AS2-Z11-254100

Issued by Liberty Mutual Fire Insurance Co.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

Schedule

Premium: \$ Included

Name Of Person Or Organization: Where Required by Written Contract

The **Transfer Of Rights Of Recovery Against Others To Us** condition is amended by the addition of the following:

We waive any right of recovery we may have against the person or organization listed in the schedule of this endorsement because of payments we make for injury or damage arising out of your operations of a covered auto. This waiver applies only to the person or organization listed in the schedule of this endorsement.

NOTICE OF CANCELLATION TO THIRD PARTIES

- A.** If we cancel this policy for any reason other than nonpayment of premium, we will notify the persons or organizations shown in the Schedule below. We will send notice to the email or mailing address listed below at least 10 days, or the number of days listed below, if any, before cancellation becomes effective. In no event does the notice to the third party exceed the notice to the first named insured.
- B.** This advance notification of a pending cancellation of coverage is intended as a courtesy only. Our failure to provide such advance notification will not extend the policy cancellation date nor negate cancellation of the policy.

Schedule

Name of Other Person(s) / Organization(s):	Email Address or mailing address:	Number Days Notice:
Per schedule on file with the Company		30

All other terms and conditions of this policy remain unchanged.

Issued by The First Liberty Insurance Corporation 27359

For attachment to Policy No. WC6-Z11-254100

Effective Date 1/1/23

Premium \$

Issued to Haley & Aldrich, Inc.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Not applicable in NH and NJ

Schedule

Any person or organization for which the employer has agreed by written contract, executed prior to loss, may execute a waiver of subrogation. However, for purposes of work performed by the employer in Missouri, this waiver of subrogation does not apply to any construction group of classifications as designated by the waiver of right to recover from others (subrogation) rule in our manual.

The waiver does not apply to any right to recover payments which the Minnesota Workers Compensation Reinsurance Association may have or pursue under M.S. 79.36.

Where required by contract or written agreement prior to loss and allowed by law.

In the states of AZ, ID, KS, ME, MI, PA and SC, the premium charge is 1% of the total manual premium, subject to a minimum premium of \$100 per policy.

In the states of CO, GA, IL, IN, MO, MN, MT, NV, NC, NM, RI and VT, the premium charge is 2% of the total manual premium, subject to a minimum premium of \$100 per policy.

In the states of CT, FL, MD, and OR, the premium charge is 1% of the total manual premium, subject to a minimum premium of \$250 per policy.

In the state of MA, the premium charge is 1% of the total manual premium.

In the states of NY and TN, the premium charge is 2% of the total manual premium, subject to a minimum premium of \$250 per policy.

In the state of VA, the premium charge is 5% of the total manual premium, subject to a minimum premium of \$250 per policy.

In the state of HI, the premium charge is \$250 and determined as follows: The premium charge for this endorsement is 1% of the total manual premium, subject to a minimum premium of \$250 per policy.

Issued by The First Liberty Insurance Corporation 27359

For attachment to Policy No. WC6-Z11-254100

Effective Date 1/1/23

Premium \$

Issued to Haley & Aldrich, Inc.

Endorsement No.