

**CONTRACT FOR CONSULTANT SERVICES BETWEEN  
THE CITY OF WATSONVILLE AND CSG CONSULTANTS**

**THIS CONTRACT**, is made and entered into this \_\_\_\_\_, by and between the **City of Watsonville**, a municipal corporation, hereinafter called "City," and **CSG Consultants** 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 December 31, 2023, 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**

CSG Consultants  
550 Pilgrim Drive  
Foster City, CA 94404

**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**

BY \_\_\_\_\_  
Rene Mendez, City Manager

DocuSigned by:  
*Cyrus Kianpour*  
7AC12EE2224A4B2  
BY \_\_\_\_\_  
Cyrus Kianpour, President

**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:

See Attached Scope of Services.

## **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:

Work is set to begin upon contract award date thru December 31, 2023 or complete.



## **EXHIBIT "C"**

### **COMPENSATION**

- a. Total Compensation. The total obligation of City under this Contract shall not exceed Two Hundred Thousand Dollars and Zero Cents (\$200,000.00).
- 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:
- 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.



Employee-Owned

550 Pilgrim Drive  
Foster City, CA 94404  
phone 650.522.2500  
fax 650.522.2599

[www.csgegr.com](http://www.csgegr.com)

October 6, 2022

Patrice Theriot  
Principal Engineer  
City of Watsonville Public Works & Utilities  
250 Main St.  
Watsonville, CA 95076

EXHIBIT A

**RE: Construction Inspection – Freedom Boulevard Reconstruction Project**

CSG Consultants, Inc. (CSG) is pleased to present this proposal to provide construction inspection services to the City of Watsonville (City) for the Freedom Boulevard Reconstruction Project.

**UNDERSTANDING SCOPE OF SERVICES**

CSG understands the City is seeking construction inspection services for the roadway reconstruction project along Freedom Boulevard, from Alta Vista Avenue through Green Valley Road. Work will include surface improvements, including replacing curb ramps, installation of traffic signal, construction of bus pullout, and grinding of existing pavement and placing new hot mix asphalt. We know the project will be funded through ARPA, State-only STIP, local sales tax, and SB1.

**QUALIFICATIONS**

CSG is proposing **Terry De Leeuw** to perform the inspection services. Mr. De Leeuw serves as a Senior Construction Inspector for CSG Consultants with over 25 years of experience in the construction industry. His experience includes performing construction inspection services for the City of Watsonville, City of Marina, and City of San Juan Bautista. **He previously served as the inspector for the City's Green Valley Road Improvement and Airport Boulevard Pavement Rehabilitation Projects.**

Erik Nava will serve as support inspection for this project. Mr. Nava has previously provided inspection services to the City.

EXHIBIT B-C

**FEE SCHEDULE**

The proposed cost of services is provided in the table below. CSG is proposing full time construction inspection for 120 working days, with work beginning in early 2023. CSG is also including 290 hours for pre-construction and project close out.

Employee	Hourly Rate	Working Days	Hours Per Day	Pre-Con / Close Out	Hours	Cost
<b>Terry De Leeuw</b> <i>Construction Inspector</i>	\$160	120	8	290	1250	\$200,000
<b>TOTAL COST</b>						<b>\$200,000</b>

All hourly rates include overhead costs including, but not limited to, salaries, benefits, Workers Compensation Insurance, and office expenses. Overtime rate is calculated at 1.5 x standard rate.

We look forward to working with the City of Watsonville on this project. If you have any questions, please contact me at (650) 522-2524.

Sincerely,

Nourdin Khayata, PE  
Vice President, CSG Consultants, Inc.



# Terry De Leeuw

Senior Construction Inspector



## LICENSES & CERTIFICATIONS

- Qualified Stormwater Practitioner
- State of California Contractors License  
"A" General Engineering
- HAZWOPER 40 Hour Training in  
Hazardous Materials
- OSHA 30 hours outreach training  
program-Construction
- Collection system maintenance Grade 1
- Water distribution operator Grade D1
- Traffic control safety
- Confined space safety
- Respirator certified safety training.
- Fall protection training
- Lock out tag out
- Hot work cutting and welding
- Overhead crane safety training
- Excavation ensuring
- Forklift industrial truck safety
- NSC CPR and NSC First Aid Training

## EDUCATION

- High School Diploma  
Live Oak High School  
| Morgan Hill, CA

Mr. De Leeuw serves as a Senior Construction Inspector for CSG Consultants with over 25 years of experience in the construction industry. His experience includes performing construction inspection services for the City of Watsonville's Airport Boulevard Rehabilitation Project and development projects in the City of Marina inspecting infrastructure work encompassing underground wet utilities, grading and drainage. Prior to joining CSG, Mr. De Leeuw served as a utility worker and heavy equipment operator for the City of Morgan Hill. His duties primarily consisted of maintaining underground utilities including water mains, valves, pumps, sewer lines and storm drain lines. He is therefore familiar with all standards and procedures associated with underground utilities.

## RELEVANT EXPERIENCE

### Green Valley Road Improvement Project | City of Watsonville, CA

Mr. De Leeuw served as the construction inspector for this roadway improvement project. The project included the reconstruction of roadway, through full depth rehabilitation, while also installing bicycle lanes, median island, removing and replacing non-compliant driveways and curb ramps, striping, and 8" deep asphalt road way resurfacing and pedestrian paths with concrete curbs, gutters, and sidewalks. He also coordinated with property and business owners to ensure project schedule and potential impacts were communicated. He also coordinated with PG&E and AT&T for the relocation of their facilities.

### Airport Boulevard Pavement Rehabilitation | City of Watsonville, CA

Mr. De Leeuw served as a construction inspector on this project, inspecting the construction of approximately one mile of sidewalk along the north and south sides of Airport Boulevard. This \$2.2 million project included the demolition and construction of curb and gutters, removal and installation of electrical boxes, signal boxes, water meter boxes and conduits for future fiber optics, pavement removal and reconstruction, in addition to miscellaneous items.

### Bubb Road Separated Bikeway and Bus Stop Improvement Project City of Cupertino, CA

Mr. De Leeuw served as a Construction and Inspector for The Bubb Road bicycle pedestrian sidewalk improvement project. The scope of this project was new pedestrian sidewalks and ADA ramps and a half mile of removable Barrier separated bicycle lane. This project also had a bus stop in the medium of the road for Apple computers employees. Which included multiple locations of RRFB systems for pedestrian crosswalk 's Micro resurfacing of the existing pavement.

### Construction Inspection | City of San Juan Bautista, CA

Mr. De Leeuw served as a construction inspector assisting with City encroachment permits and private development improvements. As part of his duties, Mr. De Leeuw would inspect wet wells, domestic wells, sanitary sewers, storm drains, water mains, pavement installation, and sidewalk and ADA improvements. Mr. De Leeuw served as the inspector for Third Street revitalization project of new water sewer storm and sidewalks for the City of San Juan Bautista CA. Mr. De Leeuw also assist the city engineer with plan check and review for new projects. He inspected roundabouts associated with the Rancho Vista subdivision.

### Pavement Improvement Projects City of Morgan Hill, CA

Mr. De Leeuw served as a Construction Inspector for nighttime pavement milling and overlaying of Tenet Avenue. Also, part of the project was micro milling of Eastern Avenue and micro servicing.

# Erik Nava

Construction Inspector



## EDUCATION

High School Diploma  
Salinas High School

Mr. Nava serves as a construction inspector for CSG Consultants and has over 10 years of construction inspection experience. His experience includes multiple development projects in the Cities of Gilroy and Marina inspecting infrastructure work encompassing utilities, drainage, roadway structural section, irrigation and landscaping. Prior to joining CSG, Mr. Nava served as a superintendent focused on underground utilities installations including water, sewer and joint trench. He is thoroughly familiar with all standards and procedures associated with underground utilities.

## RELEVANT EXPERIENCE

### Airport Boulevard Pavement Rehabilitation | City of Watsonville, CA

Mr. Nava served as the lead inspector, inspecting the construction of approximately one mile of sidewalk along the north and south sides of Airport Boulevard. This \$2.2 million project included the demolition and construction of curb and gutters, removal and installation of electrical boxes, signal boxes, water meter boxes and conduits for future fiber optics, pavement removal and reconstruction, in addition to miscellaneous items.

### Reclaimed Waterline Improvements | Marina Coast Water District (RUWA)

This project was for Marina Coast Water District and coordination with City of Marina for the excavation and installation of reclaimed water line along various streets in Marina. Inspections for traffic control and restoration of roads and sidewalks including slurry seal treatment to streets impacted by this project.

### Construction Inspection | City of Marina, CA

As the construction inspector for the City of Marina, Mr. Nava provided as needed construction inspection for various public works and development projects. Some of the projects Mr. Nava has provided inspection services for include:

- **City of Marina annual street resurfacing project** – The project involves street resurfacing treatment as recommended by the project engineer. From 2017 to 2021 The City of Marina has included the following treatment to various streets: Slurry seal, Cape seal including the construction of access ramps and high visibility cross walks, (CIR) Cold on-place recycling treatment to Reservation Rd. project limits Blanco Rd. and Salinas Ave.
- **City of Marina on call services 2018 to 2021** – Inspections for replacement of exiting storm drain utilities failures and lay-out coordination with contractor for pavement failure restoration. Restoration of traffic signals and ped poles damaged by vehicle accidents, inspections for replacements
- **Sea Haven** – this project involved the removal of 820 abandon housing units and the construction of 1,050 new townhomes and single family housing units. The project sits on a 248-acre site and will include over 35 acres of parks, greenbelts, and open space.
- **Highway 1 at Imjin Parkway Off Ramps** – the project involved the widening of the northbound off-ramp of State Route 1 and Imjin Parkway. Also included was the installation of a traffic signal at the southbound off-ramp, storm drain improvements, signing, striping, and other miscellaneous improvements.
- **Del Monte and Beach Road Roundabouts | 2018 Project of the Year APWA Monterey Bay Chapter, Under \$5 Million** - The project involved the demolition and removal of existing roadway sections, reconfiguring the existing roadway, and including one new traffic roundabout. Scope also involved a new pathway, installation of landscaping and irrigation, and underground storm drain pipes.