

**CONTRACT FOR CONSULTANT SERVICES BETWEEN
THE CITY OF WATSONVILLE AND HARRIS & ASSOCIATES, INC.**

THIS CONTRACT, is made and entered into this _____, by and between the **City of Watsonville**, a municipal corporation, hereinafter called "City," and **Harris & Associates, 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 execution of this contract to December 31, 2024, 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

Harris & Associates, Inc.
1401 Willow Pass Rd., Suite 500
Concord, CA 94520
(619) 200-6442

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.

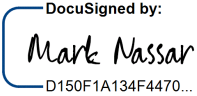
CITY

CONSULTANT

CITY OF WATSONVILLE

HARRIS & ASSOCIATES, INC.

BY _____
Rene Mendez, City Manager

BY  _____
Mark Nassar, Vice 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:

As described in the October 23, 2023, letter from Mark Nassar to Courtney Lindberg concerning a proposal for Municipal Services Center Improvements (Phases 1 & 2) - Design-Build Project Management and Environmental Documentation Services.

See attachment labeled **EXHIBIT "A"**.

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 December 31, 2024.

EXHIBIT "C"

COMPENSATION

a. Total Compensation. The total obligation of City under this Contract shall not exceed Three Hundred Twenty Seven Thousand Eight Hundred One Dollars (\$327,801.00).

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.

**Harris & Associates®**

October 23, 2023

Courtney Lindberg
Director of Public Works
City of Watsonville
250 Main Street
Watsonville, CA 95076

MUNICIPAL SERVICES CENTER IMPROVEMENTS (PHASES 1 & 2) – DESIGN-BUILD PROJECT MANAGEMENT AND ENVIRONMENTAL DOCUMENTATION SERVICES

Dear Courtney:

Harris & Associates, Inc. (Harris) hereby submits the proposal for the Municipal Services Center (MSC) Improvements Phases 1 & 2 – Design Build (DB) Project Management and Environmental Documentation Services. We are very grateful and excited for the opportunity to be part of this important City of Watsonville (City) priority project that enhances the City's operations and public services as well as improves the working conditions for its valued staff.

The architects LDA Partners, in their July 2020 Master Planning and Feasibility (MP) Report, outlined improvements to bring the City's MSC to compliance with standards, meet foreseeable staffing and operational growth, and optimize its layout for efficiency. The City intends to award the scope of work identified in the first two of the four phases defined in the MP report to a winning design-builder in calendar year 2024.

The Harris team has project and construction management experience implementing a variety of vertical public and private facilities improvements through the design-build delivery method. Because of our background and experience working in the public sector, we understand the challenges that can be encountered with these types of highly visible public project. We also understand the planning required in ensuring the public services provided at these important public facilities are not interrupted. Finally, we understand from our discussions with you and your team the importance to the City of this critical project and are committed to advancing it efficiently, effectively and successfully. Our aim is to become your Trusted Advisor on this critical project and all efforts we support you on - to that end, we will keep our focus on your objectives and benefit.

PROJECT UNDERSTANDING

In July 2020, the City completed the Municipal Services Center (MSC) Master Planning and Feasibility (MP) Report which evaluated the City's current and future needs at the MSC and developed a master plan for site improvements. The master plan included an inventory of current facilities, an assessment of their condition, and proposed enhancements to be carried out through a phased construction approach over a 20-year timeline.

The phases of this project are delineated as follows:

- Phase 1 includes the demolition of the existing Police Department storage bay, site demolition north of the existing Recycling Center, and the construction of a new 1,500 square-foot Waste/Recycle building, adjacent parking, and associated driveway, paving, and stormwater management improvements.

- Phase 2 proposes to demolish the existing refuse garage and a portion of the existing water services building and construct a new 7,000 square-foot Water Services building, 4,500 square-foot Refuse Garage, and 12,000 square-foot Administration building, along with associated driveway, paving, and stormwater management improvements.
- Phase 3 proposes to demolish the existing Administration building and Fleet Maintenance building, and construct a new 16,000 square-foot Fleet Maintenance building and support areas along with associated driveway, and paving improvements.
- Phase 4 proposes to demolish the existing Parks Operations and Sanitation buildings, and construct a new 5,600 square-foot Parks Operations building and 4,500 square-foot Sanitation building.

The City intends to move forward with the improvements outlined in phases 1 and 2 through a design-build procurement method and has tasked Harris to administer this process. The following outlines our proposed scope of services and estimated fee and schedule to provide these services.

SCOPE OF SERVICES

Project Management Services

Harris will act as Project Manager administering the development of the project's scope, budget and schedule and the coordination of all the related activities necessary to complete the Procurement Phase. Harris will also administer preparations for the continuity of the effort from Procurement to the design/build implementation phase. The scope of Harris services for the Design-Build (DB) Phase will be explored towards the latter part of quarter 1 of calendar year 2024.

This Project Management effort will be built on regular, transparent and clear communication to you and the project stakeholders. During the Procurement Phase, Harris will provide the following services:

- Project Control
 - Establish project schedule milestones and track project schedule progress
 - Monitor and report on the Harris services budget
 - Manage the procurement effort budget and schedule
 - Report out to the City on:
 - Budget
 - Schedule
 - Progress
 - Tasks/milestones ahead
- Document Control
 - Establish and maintain project document control
 - Facilitate information gathering
 - Coordinate flow of project information
- DB Procurement Process Administration
 - Administer the Request For Qualifications (RFQ)
 - Prepare the RFQ
 - Coordinate the efforts of the City's architect (LDA) in their preparation of the project's basis of design
 - Administer responses to Requests for Information (RFI)
 - Organize and facilitate the evaluation panel
 - Evaluate and shortlist the qualified candidates
 - Administer the Request for Proposals (RFP)
 - Prepare the RFP
 - Coordinate the efforts of the City's architect (LDA) in their preparation of the project's Bridging Document
 - Administer responses to RFI's
 - Organize and facilitate the evaluation panel
 - Interview, Evaluate and Recommend Design-Builder

Environmental Documentation Services

Harris will prepare an Initial Study/Mitigated Negative Declaration (IS/MND) in compliance with the California Environmental Quality Act (CEQA) for implementing the City of Watsonville Municipal Services Center Master Plan.

- Task 1. Draft and Public Initial Study/MND

The Harris team will conduct the technical analyses in compliance with CEQA and prepare a draft IS/MND for City review. The IS will evaluate each of the following 20 environmental topics and address each of the checklist questions in accordance with the most recent State CEQA Guidelines, Appendix G, and relevant regulations.

- | | |
|--------------------------------------|---------------------------------|
| • Aesthetics | • Land Use and Planning |
| • Agriculture and Forestry Resources | • Mineral Resources |
| • Air Quality | • Noise |
| • Biological Resources | • Population and Housing |
| • Cultural Resources | • Public Services |
| • Energy | • Recreation |
| • Geology and Soils | • Transportation |
| • Greenhouse Gas Emissions | • Tribal Cultural Resources |
| • Hazards and Hazardous Materials | • Utilities and Service Systems |
| • Hydrology and Water Quality | • Wildfire |

The discussion for each environmental topic will include relevant baseline information (environmental setting or existing conditions), upon which environmental changes caused by the project are measured. This scope assumes that baseline information will be based on a site visit, existing relevant documents, and information provided by the City. The discussion for each checklist question will identify the potential environmental impacts of the project with a clear nexus to the established threshold of significance. The discussions will be concise and focused on the questions, providing detail as needed to support the conclusions and impact determinations. If there are any potentially significant impacts, feasible mitigation measures will be identified to avoid, minimize, and reduce the effects to a less than significant level.

Following is additional information on the scope of work for some of the environmental topics.

Air Quality/Greenhouse Gas Emissions. Harris' air quality specialist will prepare a technical analysis that addresses the potential criteria pollutant and greenhouse gas (GHG) emissions from Project construction and operation. The tasks are as follows:

- Provide a brief summary of existing conditions in the project area, including a description of relevant pollutants, basin attainment status, and applicable regulations, including applicable Monterey Bay Air Resources District (MBARD) rules and plans and statewide GHG emissions reduction goals, and the Watsonville Climate Action and Adaptation Plan (CAAP).
- Calculate criteria pollutant and GHG emissions from project construction and net change in operation using the CalEEMod model, based on information to be provided by the City. Project criteria pollutant emissions will be compared to MBARD CEQA thresholds to determine whether or not a potentially significant impact would occur. Mitigation measures will be identified, if necessary.
- Evaluate project consistency with the Air Quality Management Plan and Particulate Matter Plan based on modeling results and the MBARD CEQA Guidelines.
- Compare project operation to the MBARD guidelines for determining potential CO hotspot impacts based on traffic volumes provided by the City. It is assumed that the project will generate minimal new vehicle trips, so evaluation of CO hotspots will be qualitative and hot spot modeling will not be necessary.
- Qualitatively evaluate the potential for impacts to sensitive receptors within 1,000 feet of the site, including the potential for substantial pollutant concentrations and odor.
- The project, including estimated net change in GHG emissions, will be compared to the Watsonville CAAP to determine consistency with statewide emissions reduction goals.

Biological Resources. Harris staff will prepare the analysis based on database review followed by a field visit to identify sensitive or special status plant and wildlife species with potential for occurrence on or adjacent to the site, based on proximity to known occurrence locations and availability of suitable habitat. For those resources with potential to occur, the analysis will identify potential impacts, and avoidance/minimization measures to be employed during project activities. We will also address other questions related to potential biological resources impacts in the CEQA checklist.

Cultural and Tribal Resources. Harris staff will conduct background research that will comprise of a records search at the Northwest Information Center (NWIC) of the California Historical Resources Information System (CHRIS) at Sonoma State University for information on known cultural resources and previous studies within a quarter mile of the APE, including resources listed on national, state, and local heritage inventories. Harris will also review other relevant City documents to determine the potential sensitivity for cultural resources and conduct due diligence Scared Lands outreach with the Native American Heritage Commission. This scope does not include Native American consultation in compliance with AB 52 because this is required when a lead agency receives a request for consultation by Native American tribes, and it is our understanding that the City has not.

Energy. Harris will evaluate the project's potential to result in wasteful, inefficient, or unnecessary use of energy, or wasteful use of energy resources based on construction and operation information provided by the City, including any best management practices (BMPs), such as limits to idling. It is assumed that construction would require typical construction practices, and that the project would install modern, new equipment that would not result in wasteful or inefficient equipment operation. This section will also address the potential for the project to conflict with local energy conservation plans, referencing the relevant plan analysis in the Greenhouse Gas Emissions section as applicable.

Geology and Soils. The project is in a seismically active area and thus may be susceptible to liquefaction, subsidence, or settlement. The analyses will be based on existing information available in City and County documents (e.g., general plan update, environmental impact reports).

Hazards and Hazardous Materials. This section will identify known hazards and hazardous materials based on data available from the State Water Resources Control Board and Department of Toxic Substances Control databases. The discussion will identify potential impacts associated with hazardous materials transport, storage and use as well as potential hazards associated with the disturbance of existing contaminated sites.

Hydrology/Water Quality. Standard BMPs will be included in the project description to address potential water quality impacts during construction.

Land Use and Planning. The analysis will evaluate the consistency of the project with relevant land use plans and policies, compatibility with existing and planned land uses, and consistency with ongoing planning efforts.

Noise. The noise and vibration analysis will describe the existing noise setting and evaluate the impacts from construction and operation of the project on any sensitive receptors (e.g., adjacent residences), based on applicable state and local guidance and noise ordinance. Construction noise will be estimated using the FHWA Roadway Construction Noise Model based on construction information provided by the City. We will evaluate the potential for exposure of persons to excessive ground-borne vibration from construction using the screening level analysis procedure described by the Federal Transit Administration's Transit Noise and Vibration Impact Assessment Manual. Operational noise will qualitatively discuss changes to traffic patterns. It is assumed that the project would not generate substantial new vehicle trips that would result in a significant increase in vehicle noise levels based on screening criteria from the California Department of Transportation.

Transportation. This analysis will consider potential effects associated with construction-related traffic and adequate emergency access, which can be addressed by including BMPs (e.g., traffic control plan) in the project description. This scope assumes there would be no substantial increase in vehicle miles traveled for operation, based on information to be provided by the City.

Utilities and Service Systems. This analysis will address potential impacts to water supply and water-related infrastructure, stormwater drainage facilities, wastewater, and solid waste collection and disposal systems based on input from the City as service provider.

A Draft Initial Study will be provided to the City for review and comment. This scope assumes that only one electronic draft will be prepared, any conflicting comments will be resolved, and comments will be minor and not result in substantial changes or additional analyses. Harris will revise the Draft Initial Study based on City comments and circulate the Initial Study/ND or MND (hereafter referenced IS/MND) for public review.

We will also prepare the Notice of Intent (NOI) to adopt an MND and submit it to the County Clerk. Additionally, if State agency approval is required, we will prepare the Notice of Completion (NOC) and submit it to the State Clearinghouse online, along with an electronic copy of the IS/MND for distribution to relevant State agencies for review. The public review period for an IS/MND that is submitted to the State Clearinghouse is 30 days; otherwise, the public review period is 20 days.

Harris will provide electronic copies of the NOI, NOC, and public IS/MND to the City. This scope also assumes that the City would be responsible for any additional distribution, posting on the City's website, printing any hard copies, and additional noticing requirements (e.g., newspaper) in accordance with CEQA requirements. We are happy to provide guidance and recommendations with respect to these requirements.

- Task 2. Response to Comments, Final Initial Study/MND, MMRP, NOD

Following the public review period, Harris will review and respond to comments received on the IS/MND in memorandum format. The responses memorandum would be used by the decision-makers and sent to commenting agencies, along with notification of when any public hearing is held to approve the project. This scope assumes preparation of one draft of the responses for City review and a final version in electronic format.

If comments identify errors or other necessary changes to the Initial Study, we will prepare a revised Initial Study, along with the final Mitigated Negative Declaration. This scope assumes that any revisions to the Initial Study would be minor and not require additional analysis. CEQA does not require formal responses to comments, preparation of a final document with comments/ responses, nor a public hearing during the public review period.

We will also prepare the required Mitigation Monitoring and Reporting Program (MMRP) in tabular format. It will include the mitigation measures identified in the IS/MND and the mitigation timeline and responsibility.

Finally, upon project approval, Harris will prepare a Notice of Determination (NOD) for filing with the County Clerk and Office of Planning and Research, which triggers a 30-day statute of limitations to legal challenge regarding the CEQA document. This scope assumes the City will pay the required filing fees.

Deliverables (electronic):

- Draft IS/MND
- Public IS/MND
- Notice of Intent and Notice of Completion
- Draft and Final Responses Memorandum
- Final IS/MND
- Draft and Final MMRP
- Notice of Determination

Assumptions and Exclusions

Outside of the environmental clearance activities, Harris' services on this project are administrative and do not involve design or the preparation of engineering technical studies.

It is our understanding that the City is in the process of hiring the Architect for the purpose of preparing the basis of design, performance specifications/criteria, project elevations, and updated cost estimate. This architect would be available to review submittals and respond to RFI's through the procurement and design-build phase.

We also understand that the City is currently in the process of hiring a firm to conduct geotechnical investigations of the project site.

PROJECT SCHEDULE

The following is the forecasted Design-Builder Procurement Phase schedule along with the assumptions made. While the environmental clearance activity is the critical path item, the strategy taken to accelerate the schedule is to simultaneously implement the environmental clearance, RFQ and RFP preparation activities.

Design-Builder Procurement Phase	2023				2024							
	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	
1.0 Request for Qualifications (RFQ) Phase 4 months	[Bar]											
1.1 Kickoff (internal & stakeholders) 1 month	[Bar]											
1.2 Prepare RFQ 2 months	[Bar]	[Bar]										
1.3 Advertise RFQ 1 month			[Bar]									
1.4 Design-Builders Shortlist 1 month				[Bar]								
2.0 Environmental Clearance (IS/MND) 6 months	[Bar]				[Bar]	[Bar]	[Bar]					
2.1 Document preparation 3 months	[Bar]	[Bar]	[Bar]									
2.2 Agency/Public Review 2 months				[Bar]	[Bar]							
2.3 Finalize 1 month						[Bar]						
3.0 Request for Proposals (RFP) Phase 10 months		[Bar]	[Bar]	[Bar]	[Bar]	[Bar]	[Bar]	[Bar]	[Bar]	[Bar]	[Bar]	[Bar]
3.1 Bridging Documents (*) 5 months		[Bar]	[Bar]	[Bar]	[Bar]	[Bar]						
3.2 Council Authorizes ADVERTISEMENT 1 month							[Bar]					
3.3 Advertise RFP 1 month								[Bar]				
3.4 RFI 1 month									[Bar]			
3.5 Proposals/Interviews 1 month										[Bar]		
3.6 Council Authorizes AWARD 1 month											[Bar]	

Schedule Assumptions

- Harris will coordinate the work of the Bridging Architect (LDA) – to be hired by the City.
- (*) Bridging Document to be performed by the Architect (performance specifications, exterior elevations)
- No Public Opposition
- City’s geotechnical consultant will complete their report by the end of the RFQ phase (activity 1.0)
- Environmental clearance (activity 2.0) and the DB short listing (activity 1.4) must be completed prior to RFP Advertise (Activity 3.3)
- City’s internal review of the draft Bridging Document is assumed at 1-2 weeks.

PROPOSED TEAM

Please see the attached resumes for the proposed team that will be focused on the efficient advancement of this Procurement Phase. Mark Nassar will act as the Project Director/Project Manager and your point of contact. Mark brings extensive public sector experience at the City of San Diego, especially as Deputy Director of the Architectural Engineering and Parks Design Division overseeing the implementation of the City’s Design Build vertical projects. Jennifer Scott is a seasoned Senior Project Manager who will provide backup and supporting role to Mark in the capacity of an assistant Project Manager. Additionally, our approach for the overall success of the entire Design-Build project is to involve our construction management team during the Design-Build Procurement Phase – in the review of the basis of design, bridging documents, Design Builders’ statement of qualifications and proposals. This role will be led by Matthew Nethercutt, who as his resume details, has extensive experience with vertical buildings construction and a variety of delivery methods that includes Design Build.

PROPOSED FEES

The proposed fee for the services outlined above during the Design-Build Procurement Phase is \$327,800.28 and is broken down in the attached fee schedule using the on call hourly rates.

We look forward to commencing on this important project and being part of its success. We are available at your convenience to discuss the above and address any questions or comments that you may have.

Sincerely,
Harris & Associates, Inc.



Mark Nassar, PE, MBA
Vice President
(619) 200-6442 ■ Mark.Nassar@WeAreHarris.com

Attachment: Fee Schedule
Resumes

MUNICIPAL SERVICES CENTER IMPROVEMENTS (PHASES 1 & 2)
DESIGN-BUILD PROJECT MANAGEMENT AND ENVIRONMENTAL DOCUMENTATION SERVICES
FEE SCHEDULE

	PROJECT MANAGEMENT					ENVIRONMENTAL										Other Direct
	Mark Nassar	Jennifer Scott	Matthew Nethercut	Luis Flores	Jada Butcher	Kate Elliot	David Mack	Alec Barton	Esther Daigneault	Sharon Toland	Will Lawton	Donna Beddow	Randy Deodat	Lindsey Messner		
	Project Manager	Assistant Project Manager	Construction Manager	Assistant Construction Manager	Admin	PIC/QA/QC	Project Manager	CEQA Analyst	CEQA Analyst	Air/GHG/Noise	Biological Resources	Cultural Resources	GIS	Technical Editor		
Billing Rate (Jun 2023-Jun 2024):	\$ 305.00	\$ 240.00	\$ 245.00	\$ 211.00	\$ 90.00	\$ 280.00	\$ 225.00	\$ 145.00	\$ 160.00	\$ 200.00	\$ 145.00	\$ 185.00	\$ 155.00	\$ 155.00		
Billing Rate (Jul 2024-Jun2025):	\$ 317.20	\$ 249.60	\$ 254.80	\$ 219.44	\$ 93.60											
PROJECT MANAGEMENT																
DB Procurement (RFQ/RFP) Admin	480.00	384.00	96.00	96.00	96.00											
ENVIRONMENTAL																
Draft Initial Study						8.00	26.00	24.00	10.00	20.00	12.00	20.00	4.00	8.00		
Public Draft IS/MND							4.00	6.00		1.00	1.00	1.00		2.00		
Prepare Response to Comments						1.00	2.00	2.00	1.00	2.00	1.00	1.00		2.00		
Prepare Final IS/MND, MMRP, NOD						1.00	4.00	6.00						2.00		
Project Management/Meetings							4.00	2.00								
Records Research														\$ 800.00		
Total Hours	480.00	384.00	96.00	96.00	96.00	10.00	40.00	40.00	11.00	23.00	14.00	22.00	4.00	14.00		
(*) Fee	\$147,997.09	\$93,165.38	\$ 23,776.58	\$ 20,476.97	\$ 8,734.25	\$ 2,800	\$ 9,000	\$ 5,800	\$ 1,760	\$ 4,600	\$ 2,030	\$ 4,070	\$ 620	\$ 2,170	\$ 800	
	Project Management: \$ 294,150.28					Environmental Documentation: \$ 33,650									Total Fee: \$ 327,800.28	

Assumptions

- Project Management monthly hours are averaged; Billing will be based on actual time spent
- PM and Assistant PM assumed at 10 hrs per week each
- CM, Assistant CM and Admin assumed at 2 hrs per week each
- DB Procurement Phase assumed at 9 months (per schedule provided in the proposal)
- Bridging Documents prepared by City's architect
- Bridging Documents would be completed within 5 months
- Current rates are applied through Jun 2024
- Rates for Jul 2024 thru Jun 2025 escalated by 4%
- Environmental phase anticipated to complete before escalation

Mark Nassar, PE

PROJECT MANAGER

Mark has 30 years of public sector experience working for the City of San Diego in infrastructure operations, planning, design, and construction in public vertical and horizontal asset types. Over the last three years at Harris, Mark has been implementing program, project and construction management services. Mark is currently the Program Manager overseeing the City of Rialto's capital improvement projects development and delivery program as well as generating its 5-year Capital Improvement Outlook. His experience allows him to provide innovative solutions with a focus on client, stakeholders and public by adopting proven best management practices that reduce program and project soft costs and shorten delivery schedules to industry benchmark values.

RELEVANT EXPERIENCE

- **City of San Diego, Public Works Department, Architectural Engineering and Parks Division.** Deputy Director. Mark managed a division of 80 engineers and non-engineers that services every single one of the City's asset owning departments, with a focus on complex buildings, recreational park facilities, and water/sewer treatment facilities. Projects included large-diameter water and sewer pipelines. Mark managed the establishment of 30% Design Level Bridging Documents to be used as templates for the City's Fire Stations Design-Build program – a CIP streamlining effort intended to accelerate design-build delivery and reduce soft costs.
- **City of Rialto, Capital Improvement Program.** Program Manager. The City of Rialto has an active CIP that is upwards of \$100 million and growing. Challenged with limited resources and a growing and active development, the City has turned to Harris to help drive the implementation of its active CIP as well as map out the capital improvement plan for the next 5 years. Mark serves as the overall project manager and client contact during the project's duration and oversees all scope, schedule, and budget items. The Harris team is currently evaluating all active projects and preparing a strategy for expediting their implementation, while simultaneously kicking off the 5 Year CIP Development and the Project Controls Systems setup efforts.
- **City of San Diego, Public Works Department, Capital Asset Management Division.** Deputy Director. Mark managed the operation and performance of a division of 210 staff through the specialized technical services units of asset management, planning/preliminary engineering (all asset types), project controls, land surveys, materials testing lab, environmental and permit processing, and ADA Compliance. He also oversaw the coordination and execution of the City's CIP Programs—example programs this division is responsible for scoping and implementing include the Small Diameter Water & Sewer Replacement Program. Mark also presented annual water/sewer CIP performance reports to the Public Utilities Independent Rates Oversight Committee.
- **City of San Diego, Public Works Department, Construction Management and Field Engineering Division.** Deputy Director. Mark managed a division of 270 employees comprised of inspectors, land surveys, material testing lab, traffic control, and stormwater quality compliance. He oversaw the division's performance in the inspection and quality assurance/control of private (developer built and permitted) and public (CIP) construction work on the City's property and within the City's right of way.



EDUCATION

MBA, Business Administration
BS, Civil Engineering

REGISTRATION

Professional Civil Engineer, CA

AFFILIATIONS

Construction Management Association of America (CMAA), Member
American Public Works Association (APWA), Sustainability Committee Chair

Jennifer Scott, PE

ASSISTANT PROJECT MANAGER

Jennifer has over 16 years of experience in project management, program management, and civil engineering, including nearly seven years of public sector experience working for the City of San Diego. She has managed capital improvement program projects including parks and buildings, and has been responsible for design and preparation of PS&E for a variety of highway, transit, and street projects. Jennifer's experience managing dozens of capital improvement program projects in the private and public sectors allows her to provide unique insight at Harris, especially with municipal government clients. Jennifer shows her deep commitment to each project through her clear, proactive communication skills and responsiveness with clients and project stakeholders.

RELEVANT EXPERIENCE

- **City of Rialto, Capital Improvement Program.** Project Manager. The City of Rialto has an active Capital Improvement Program that is upwards of \$100 million and growing. Challenged with limited resources and a growing and active development, the City has turned to Harris to help drive the implementation of its active capital improvement program as well as map out the capital improvement plan for the next five years. Jennifer serves as a project manager during the contract's duration and oversees scope, schedule, and budget items. The Harris team is currently evaluating all active projects and preparing a strategy for expediting their implementation, while simultaneously kicking off the 5 Year CIP Development and the Project Controls Systems setup efforts.
- **City of San Diego, Engineering & Capital Projects Department.** Senior Civil Engineer. In this role, Jennifer led a team of seven civil engineers and landscape architects in managing over thirty CIP projects, primarily for the Parks and Recreation Department asset owner, with project budgets ranging from \$500,000 to \$30 million. In addition to managing more than 30 parks and building projects, she provided technical guidance to staff, fostering their development. Jennifer maintained a high level of communication with design consultants, City departments, the asset owner, City Council and mayor staff, and Engineering & Capital Projects management staff. She also reviewed and signed contract documents as a deputized City Engineer. Jennifer served as the communications chair for the department's Employee Business Committee (EBC), managing department-wide communications for events and notifications from the EBC.
- **City of San Diego, Engineering & Capital Projects Department.** Associate Civil Engineer. In this role, Jennifer managed more than 24 parks and building capital improvement projects throughout the project lifecycle, encompassing the planning, design, and construction phases for the Architectural Engineering & Parks Division. Jennifer led multi-disciplinary teams of staff and consultants including architectural, MEP, structural, civil, and landscape architectural staff. She collaborated with the department's Contracts Division to procure design consultants and develop contracts for the completion of design work, managing the consultant contracts through the life of the project. She also represented the department in public outreach events, presented information regarding capital improvement projects to the community at public meetings. Jennifer reviewed construction documents for design accuracy, adherence to City standards, and consistency with the asset owner's needs, and developed and managed project schedules and budgets using various tools such as Primavera P6 and SAP programs. The capital improvement projects managed by Jennifer were funded through various federal and state grant sources, including Community Development Block Grants (CDBG), the Land and Water Conservation Fund's Outdoor Recreation Legacy Partnership (ORLP), the California Department of Housing and Community Development Housing-Related Parks Program (HRPP), and the California Statewide Park Development and Community Revitalization Program (SPP). Jennifer served as the chair of the Associate's Meeting, a monthly meeting for department staff to have a direct connection with management and share lessons learned.



EDUCATION

BS, Structural Engineering

REGISTRATION

Professional Civil Engineer, CA

Matt Nethercutt

CONSTRUCTION MANAGER

Having grown up in Watsonville, Matt understands the unique and rich culture that the City has to offer. With more than 32 years of experience in the construction industry, including direct field supervision of construction work, his project and construction management experience for buildings includes major projects which consist of community centers, libraries, multipurpose rooms, fitness rooms, meeting rooms, kitchens, courtyards, outdoor spaces, landscaping, and on-site parking, gathering spaces, senior living, and historic and seismic renovations. Matt has managed several large community and facility projects throughout Monterey County including Alisal Integrated Health Center and Schilling Place, making him intimately familiar with the local processes and procedures required to secure the success of your project.

In addition, Matt possesses a great deal of knowledge of construction delivery methods, including design-build experience, and the keys to their successful implementation. Additionally, his knowledge of building codes, ADA compliance, and federal, state, and local laws, as well as sustainability practices will result in the construction of a quality facility. Matt brings to his project teams the art of compromise - an essential ingredient to achieving solutions. His logical, common-sense approach to problem-solving keeps team members focused on moving toward the primary goals of the project. Matt has extensive experience with preventing, reviewing, and negotiating change orders and has presented on the topic to owners and architects. His negotiation and management skills have resulted in a track record of zero claims going past the project level.

RELEVANT EXPERIENCE

- **County of Monterey, Alisal Integrated Health Clinic.** Project Director. This ground-up project includes construction of the new 19,000+ SF Behavioral Health Center for children in East Salinas. Consisting of a two-story structural steel frame, slab on grade, and concrete on metal deck structure, this building includes offices, exam and observation rooms, along with a lobby and multipurpose room that is available to the community. It also includes a new parking lot with 81 spaces, landscaping, etc. Matt participated in preconstruction services including a constructability review of the documents and review of the front end specifications and bid instructions. Due to the County's COVID-19 procedures for receipt of bids, there was an inadvertent mistake in handling a late bid. While the contractor argued that it would protest the bid if the County did not accept their bid, Matt worked with the County staff to formulate a response that rejected the bid and allowed the County to accept the next lowest bidder. This saved the County the time and money associated with having to rebid the project as the County Council had initially recommended to their Project Manager.
- **County of Monterey, Schilling Place Tenant Improvements.** Project Director/Construction Manager. This \$12.5 million project included renovation of a former credit card billing firm's building that had been abandoned for many years. Most of the interior was stripped of finishes, some new interior walls erected, and all new data cabling installed. The exterior site improvements include a new roof and selective demolition of approximately 5,000 square feet of asphalt and concrete to construct new concrete walks, ADA-compliant parking, signage for accessibility, new electric vehicle charging stations, and a new bus stop. While Matt was initially just the Project Director for the project, he stepped in with three months remaining in the project when the Construction Manager had to take time off for personal reasons. Since Matt had been involved in the project from the outset the transition was smooth and the project was completed as scheduled. The project turned the property into a vivid and modernized multi-use government center in less than one year.
- **Kaiser Permanente Vallejo Medical Center, Hospital Tower Reskin.** Senior Construction Manager. This project involved adding a new exterior skin to the 1995 hospital after demolition of the 1971 hospital tower. This work was completed while maintaining environmental and infection control to the existing hospital. The project used a combination of design-bid-build and design-build scopes.



EDUCATION

BS, Construction Management

CERTIFICATIONS

OSHA 10-Hour Construction
Healthcare Construction
Certificate, ASHE

AFFILIATIONS

Construction Management
Association of America (CMAA),
Member

Luis Flores

ASSISTANT CONSTRUCTION MANAGER

Luis is an experienced, fluent English- and Spanish-speaking construction manager with excellent communication skills and strong attention to detail. He has more than seven years of experience managing commercial projects in the public works, bioscience, aeronautic aircraft manufacturing, sustainable energy, and e-commerce sectors. Luis specializes in design-build construction, offering extensive experience in tenant improvement projects, R&D manufacturing facilities, and e-commerce distribution centers in all facets of construction from pre-construction and design through project completion or site launch. His core competencies include MEP systems, value engineering, data analysis, and root-cause analysis for risk management. Luis has a proven track record of completing projects on time and under budget. As a trusted adviser and construction management partner, Luis will offer transparency, active communication, and peace of mind to make certain your project goals are met, and results exceed your expectations.

RELEVANT EXPERIENCE

- County of Monterey, Alisal Integrated Health Center (AIHC).** Construction Manager. The AIHC project is an ongoing new two-story ground-up project located in the heart of East Salinas. When completed in the fall of 2023, this facility will provide behavioral health services to the community, including screening and assessment, individual and family counseling, medication evaluation, and occupational therapy. This facility will feature exam rooms, treatment rooms, children's therapy rooms, and office spaces for the County of Monterey Behavioral Health Bureau. The project scope includes full development of an existing 1.08-acre lot, which consists of new utilities (gas, water, fire, sewer, electrical), foundation development, ground-up construction of a new 20,000 square-foot, two-story steel/metal framed building, site development including 83 new parking stalls, and five bioretention ponds. Luis is currently serving as Construction Manager and County of Monterey's owner representative, and is responsible for the overall project scope, schedule, and budget. He is at the job site daily and is working side-by-side with the general contractor to effectively plan the build-out of the project and negotiate change orders, in an effort to minimize cost impacts. The project is on track to be completed on time and under budget.
- Amazon, DSF7 Special Project.** Construction Manager. This expansion project included the addition of a new 30,000 square-foot exterior canopy structure for Amazon delivery van loading. The project scope included constructing new foundations for the steel structure, as well as adding a fire suppression system and electrical infrastructure. The project took place on an active and busy Amazon logistics distribution facility that operates 24 hours a day, during Amazon's peak season leading up to the holidays. Luis strategized and phased all construction work through careful planning, working night shifts and weekends to minimize interruption to the active delivery station. Luis communicated and coordinated all construction work with site operations and safety teams to enable the safety of 200+ Amazon associates while construction was taking place. He was responsible for consistent planning, financial management, and managing the general contractor and all project vendors. Luis successfully launched the exterior canopy prior to the holiday season and just before the start of rainy weather, which was the ultimate objective for this project.
- Kitty Hawk, Terminal Projects.** Project Manager. This was a three-building campus project consisting primarily of upgrading MEP facilities to accommodate the expansion of equipment installation, as well as tenant improvements and ADA upgrades to the exterior site and three restroom cores. Luis was responsible for managing this project from the design phase through completion. He managed the project financials, schedule, subcontractor bidding and buyout, and all staff, including the superintendent, architect, structural engineer, and subcontractors. Through value engineering efforts and competitive bidding, Luis was able to deliver this project 10% under the forecasted budget with \$500,000 in project savings.



EDUCATION

MS, Mechanical Engineering
BS, Mechanical Engineering

CERTIFICATIONS

OSHA 10-Hour Construction
Adult First Aid/CPR/AED