

**CONTRACT FOR CONSULTANT SERVICES BETWEEN
THE CITY OF WATSONVILLE AND BEECHER ENGINEERING, INC.**

THIS CONTRACT, is made and entered into this _____, by and between the **City of Watsonville**, a municipal corporation, hereinafter called "City," and **Beecher Engineering, 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 represented that consultant has appropriate 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 described in detail in Exhibit "A," entitled "SCOPE OF SERVICES" which exhibit is attached hereto and incorporated herein.

SECTION 2. TERM OF CONTRACT. The term of this Contract shall be from February 14, 2024 to December 31, 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. This amount shall not exceed \$348,680.00.

SECTION 5. METHOD OF PAYMENT. Except as otherwise provided in Exhibit "C," each month, Consultant shall furnish to the City a statement describing 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. Consultant represents that Consultant does not have any employees.

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 \$1,000,000.00 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 \$1,000,000.00 per occurrence. Such insurance shall include coverage for owned, hired and non-owned automobiles.

C. Workers' Compensation Certification. Consultant certifies that, in the performance of this Contract, Consultant shall not employ any person in any manner.

D. Proof of Insurance to City before Notice to Proceed to Work. Consultant shall satisfactorily provide a certificate and endorsements of insurance to the City Clerk before Notice to Proceed to Work of this Contract will be issued. Consultant shall not perform any work under this Contract until Consultant has obtained the required insurance and until the required certificate has been submitted to the City and approved. 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.

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 Courts 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. Except as may be required by law, 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.

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 to solicit or secure the Contract, and that Consultant has not paid or agreed to pay any company or person, 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 FPPC Form 700 disclosure statement, which form shall be filed the City Clerk within thirty (30) days from the effective date of this Contract 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

Beecher Engineering, Inc.
90 Copper Cove Dr., Suite D
Copperopolis, CA 95228
(541) 580-8300

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:
BY Todd Beecher
Todd Beecher, P.E., Owner

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:

Task 1 – Electrical and Control System Final Design for New Headworks, New Influent Pump Station and New Headworks Electrical Building:

BEI will coordinate non-electrical system design elements related to mechanical piping, civil design, structural design and overall project cost estimating with Carollo Engineers (CE). Final design documents will be comprised of one (1) set of biddable Contract Documents developed jointly by BEI and CE.

Based on CAD files provided by CE to BEI for the overall site, new Headworks, new IPS and new Headworks Electrical Building plan backgrounds (in AutoCAD format), BEI shall develop electrical and control system design drawings related to the new structures. Included in the design will be the relocation of power and control provisions for existing electrical loads presently served by the existing Headworks Electrical Room to the new Headworks Electrical Building. CE shall provide BEI with a sketch of the “mechanical portion” of each P&ID drawing for P&ID drawing development by BEI.

The following drawings are anticipated for the Project Final Design scope. This drawing list will be further refined as the Project final design approaches completion. In addition to the drawings, technical specifications including the summary of work sequence for inclusion in the City’s Division 1 spec will be provided along with Division 16 and 17 technical specifications.

BEI shall prepare and submit design submittals to the City and CE at the 50%, 90%, 100% and FINAL design completion stages.

Anticipated Electrical and Control System Drawing List:

T** : Electrical Typical Details (CE details, edited as required by BEI)
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E001: Electrical Legend and General Notes
E010: Electrical Site Plan
E011: Below-Grade Electrical Ductbank Sections
E012: Below-Grade Electrical Ductbank Sections
E101: Existing Headworks Motor Control Centers Single Line Diagram – Demolition
E102: Headworks Area Single Line Diagram – Interim System I
E103: Headworks Area Single Line Diagram – Interim System II
E104: New Headworks MCC-xx Single Line Diagram
E105: New Headworks MCC-xx Single Line Diagram
E106: New Electrical Equipment Elevations
E107: New Electrical Equipment Elevations
E108: Panelboard Schedules
E201: Control Schematics (Sheet 1 of 15)

E202: Control Schematics (Sheet 2 of 15)
E203: Control Schematics (Sheet 3 of 15)
E204: Control Schematics (Sheet 4 of 15)
E205: Control Schematics (Sheet 5 of 15)
E206: Control Schematics (Sheet 6 of 15)
E207: Control Schematics (Sheet 7 of 15)
E208: Control Schematics (Sheet 8 of 15)
E209: Control Schematics (Sheet 9 of 15)
E210: Control Schematics (Sheet 10 of 15)
E211: Control Schematics (Sheet 11 of 15)
E212: Control Schematics (Sheet 12 of 15)
E213: Control Schematics (Sheet 13 of 15)
E214: Control Schematics (Sheet 14 of 15)
E215: Control Schematics (Sheet 15 of 15)
E301: Circuit Schedules (Sheet 1 of 4)
E302: Circuit Schedules (Sheet 2 of 4)
E303: Circuit Schedules (Sheet 3 of 4)
E304: Circuit Schedules (Sheet 4 of 4)
E401: Headworks Screening Facility Upper Level – Power and Control Plan
E402: Headworks Screening Facility Lower Level – Power and Control Plan
E403: Headworks Screening Facility Upper Level – Lighting Plan
E404: Headworks Screening Facility Lower Level – Lighting Plan
E501: Influent Pump Station – Power and Control Plan
E502: Influent Pump Station – Lighting Plan
E601: Headworks Electrical Building – Power and Control Plan
E602: Headworks Electrical Building – Lighting Plan
E701: Existing Headworks Electrical Building – Demolition Plan
E702: Existing Headworks Electrical Building – Interim System Plan
E703: Existing Headworks Electrical Building – Modification Plan
E801: Electrical Details
E802: Electrical Details
E803: Electrical Details
E804: Electrical Details
E805: Electrical Details
E806: Electrical Details
E901: New PLC-xx Panel: Backpan Layout
E902: New PLC-xx: Power Distribution Diagram
E903: New PLC-xx: Input/Output Signal List (Sheet 1 of 4)
E904: New PLC-xx: Input/Output Signal List (Sheet 2 of 4)
E905: New PLC-xx: Input/Output Signal List (Sheet 3 of 4)
E906: New PLC-xx: Input/Output Signal List (Sheet 4 of 4)
E911: New PLC-xx: Input/Output Signal Module Connection Diagram No.1 (DI)
E912: New PLC-xx: Input/Output Signal Module Connection Diagram No.2 (DI)
E913: New PLC-xx: Input/Output Signal Module Connection Diagram No.3 (DI)
E914: New PLC-xx: Input/Output Signal Module Connection Diagram No.4 (DI)
E915: New PLC-xx: Input/Output Signal Module Connection Diagram No.5 (DI)
E916: New PLC-xx: Input/Output Signal Module Connection Diagram No.6 (DI)
E921: New PLC-xx: Input/Output Signal Module Connection Diagram No.7 (DO)

E922: New PLC-xx: Input/Output Signal Module Connection Diagram No.8 (DO)
E923: New PLC-xx: Input/Output Signal Module Connection Diagram No.9 (DO)
E931: New PLC-xx: Input/Output Signal Module Connection Diagram No.10 (AI)
E932: New PLC-xx: Input/Output Signal Module Connection Diagram No.11 (AI)
E933: New PLC-xx: Input/Output Signal Module Connection Diagram No.12 (AI)
E934: New PLC-xx: Input/Output Signal Module Connection Diagram No.13 (AI)
E941: New PLC-xx: Input/Output Signal Module Connection Diagram No.14 (AO)
E942: New PLC-xx: Input/Output Signal Module Connection Diagram No.15 (AO)
N001: Instrumentation Legend and General Notes
N011: Plant Communication Diagram – Demolition
N012: Plant Communication Diagram – Modifications
N101: P&ID: Influent Pump Station I
N102: P&ID: Influent Pump Station II
N201: P&ID: Headworks I N202: P&ID: Headworks II N203: P&ID: Headworks II

Task 2 – Project Meetings and Workshops:

- Attend on-site Design Kick-Off Meeting
- Attend on-site 50% Design Workshop Meeting
- Attend on-site 90% Design Workshop Meeting
- Attend virtual 100% Design Review Meeting

Task 3 – Cost Estimates:

Assist CE with project construction cost estimates as follows:

- 50% Submittal EI&C construction cost estimate
- 90% Submittal EI&C construction cost estimate
- 100% Submittal EI&C construction cost estimate
- FINAL Submittal EI&C construction cost estimate

Task 4 – Bid Period Services:

Respond to Bidder questions during the bid period and prepare addendum information as required.

Task 5 – Engineering Services During Construction (ESDC):

BEI shall provide ESDC based upon the following assumed scope of services:

- Attend onsite Pre-Bid meeting with City, CE and prospective bidding Contractors
- Submittal Review: (40) submittals/resubmittals assumed at an average of (4) hours per submittal
- Response to Requests for Information (RFIs): (20) RFIs assumed at an average of (3) hours per RFI
- Design Clarifications (DCs)/Proposed Change Order (PCO) Preparation: (10) DCs/PCOs assumed at an average of (6) hours per DC/PCO
- On-Site Meeting Attendance and Inspection: BEI shall allocate one (1) day per month throughout the construction period on a day mutually agreeable to the City and the Contractor for onsite construction work progress oversight and weekly construction meeting attendance
- Virtual Meeting Attendance and Construction Period Correspondence: BEI shall attend as-needed virtual meetings and engage in correspondence with the City, CE, Contractor and Suppliers throughout the construction period

- Factory Witness Testing: BEI shall attend factory witness testing for new power distribution and control system equipment at the equipment Supplier's factory/shop
- Start-up and Commissioning Assistance: BEI shall provide onsite E&C equipment and system functional testing, start-up and commissioning assistance

Task 6 - Project Management:

BEI shall prepare monthly invoices for submittal to the City and respond to City inquiries regarding project budget and design completion status.

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: **February 14, 2024 to December 31, 2025.**

EXHIBIT "C"

COMPENSATION

- a. Total Compensation. The total obligation of City under this Contract shall not exceed \$348,680.
- 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.