

**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 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.

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

BY

Tamara Vides, Interim City Manager

BY

Matt Nethercutt, Vice President

DocuSigned by:

Matt Nethercutt

DEFBDE96-4140-4FCF-AE5F-1E4A101D3024

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:

Ramsay Renaissance – Part-time services

- Our inspector will review plans and specifications, and any applicable City Standard Details to familiarize themselves with the project requirements.
- Attend weekly Owner, Architect, Contractor meetings, and any ad hoc project meetings as requested – meeting record notes will be taken by others.
- Periodic / Daily Inspections – produce daily reports based on observations made during the time our inspector is on site noting contractor personnel, subcontractors, equipment, and work activities taking place. Reports shall include progress photos documenting work taking place. Elevate non-conformance issues found to the Project Manager, Robert Echevarria with Griffin, and yourself, as the City's representative. Any direction given to the contractor by our inspector must be approved by the City Rep or Project PM and shall be documented in the daily report. Daily reports shall be submitted to the PM and City rep on a weekly basis.
- Facilitate coordination of work with testing lab and contractor
- Coordinate with City inspectors.
- Coordinate with Caltrans inspector.
- Coordinate with City field workers and staff as may be required.
- Review extra work tags (if requested).
- Review pay application quantities (if requested).

Nature Center – Part-time Construction Management (CM) services

- Reports to City Project Manager (PM) Fabian Guzman.
- Hold bimonthly project meetings and produce meeting minutes.
- Walk the site periodically and document work activities.
- Appraise City PM of activities occurring and any issues that need to be addressed by City.
- Review / monitor / distribute RFIs, Submittals, & Substitution requests using Newforma software (all project participants will be given online access through Newforma Infoexchange).
- Review all Field Directives issued by project architect.
- Review, negotiate, and recommend for approval / rejection change order requests initiated by contractor.
- Direct force account work, if needed.

- Review baseline and monthly project schedules (assumes a simply Excel or MS Project schedule).
- Review and recommend for approval monthly progress payments.
- If required, review, negotiate and recommend approval / rejection of additional services requested by project architect.
- Produce closeout files at end of project (As-built documents, warranties, and other items required by the contract from the contractor will be coordinated with the contractor for turnover to the City) Harris files, logs, RFI's and approved submittals shall be turned over electronically only.

Part-time Construction Management (CM) services, as directed (June thru September 2024)

- Assist Parks and Community Services staff on various projects throughout the City.
- Provide CAD services, as requested

Exclusions

For purposes of clarity, please see the following exclusions related to this Proposal:

1. Overtime for inspection services
2. Stamping of any plans or details
3. Work beyond the dates shown in our fee proposal is excluded unless authorized by the City.
4. Travel outside Watsonville. If travel is required beyond the City is required, milage will be billed at IRS rate.
5. Any other services not specifically stated in the Scope of Work section.

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, 2025.

EXHIBIT "C"

COMPENSATION

a. Total Compensation. The total obligation of City under this Contract shall not exceed Four Hundred Forty-Nine Thousand Eight Hundred Sixty Four (\$449,864.00).

b. Basis for Payment. Payment(s) to Consultant for services performed under this Contract shall be made as follows and shall include payment for reimbursable expenses:

Software associated with the Nature Center's Labor Compliance

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.

May 21, 2024

Robert Berry
Senior Utilities Engineer
Parks and Community Services
City of Watsonville
231 Union St
Watsonville CA 95076

Scope and Fee for Ramsay Park Renaissance inspection services, Nature Center CM services, and other CM Duties for Parks and Community Services

Dear Bob

We appreciate the opportunity to provide a proposal for inspection services associated with the Ramsay Park Renaissance project, Construction Management (CM) services for the Nature Center, and other CM Duties as assigned for Parks and Community Services staff. This work will be performed under our existing City of Watsonville On-Call Agreement. Our scope for each portion of our work is outlined below.

SCOPE OF SERVICES

Ramsay Renaissance – Part-time services

- Our inspector will review plans and specifications, and any applicable City Standard Details to familiarize themselves with the project requirements.
- Attend weekly Owner, Architect, Contractor meetings, and any ad hoc project meetings as requested – meeting record notes will be taken by others
- Periodic / Daily Inspections – produce daily reports based on observations made during the time our inspector is on site noting contractor personnel, subcontractors, equipment, and work activities taking place. Reports shall include progress photos documenting work taking place. Elevate non-conformance issues found to the Project Manager, Robert Echevarria with Griffin, and yourself, as the City's representative. Any direction given to contractor by our inspector must be approved by City Rep or Project PM and shall be documented in daily report. Daily reports shall be submitted to the PM and City rep on a weekly basis.
- Facilitate coordination of work with testing lab and contractor
- Coordinate with City inspectors
- Coordinate with Caltrans inspector
- Coordinate with City field workers and staff as may be required
- Review extra work tags (if requested)
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- Reports to City Project Manager (PM) Fabian Guzman
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- Appraise City PM of activities occurring and any issues that need to be addressed by City
- Review / monitor / distribute RFIs, Submittals, & Substitution requests using Newforma software (all project participants will be given online access through Newforma Infoexchange)
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- Review, negotiate, and recommend for approval / rejection change order requests initiated by contractor
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- 3) Work beyond the dates shown in our fee proposal is excluded unless authorized by the City.
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- 5) Any other services not specifically stated in the Scope of Work section.

PROPOSED FEES

The proposed fee for the subject Scope of Work is broken down by the above tasks and totals a not to exceed of \$449,864. For a detailed breakdown on Scope of Services, personnel categories, and estimated labor hours please refer to the attached Level of Effort Fee Estimate in Attachment A. Harris bills on an hourly basis.

Regards,

Matt Nethercutt
Vice President of NorCal PMCM

Enclosures: Level of Effort Fee Estimate in Attachment A

Attachment A
City of Watsonville
Ramsay Park Renaissance and Nature Center Projects

Fee Estimate																					Total hrs	Total fees
		Ramsay Renalssance / Nature Center																				
	2024	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18			
	rate	May-24	Jun-24	Jul-24	Aug-24	Sep-24	Oct-24	Nov-24	Dec-24	Jan-25	Feb-25	Mar-25	Apr-25	May-25	Jun-25	Jul-25	Aug-25	Sep-25	Oct-25			
Escalation		176.00	152.00	176.00	176.00	160.00	176.00	152.00	168.00	168.00	152.00	168.00	176.00	168.00	160.00	176.00	168.00	168.00	176.00			
Matt Nethercutt	\$ 272		4.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0			32	\$ 8,878	
Daniel Vega (PW Inspections)	\$ 168		76.0	88.0	88.0	80.0	77.4	66.9	73.9	73.9	66.9	73.9	77.4	73.9	70.4	77.4	73.9			1,138	\$ 195,148	
Daniel Vega (CM - Nature Center)	\$ 163						77.4	66.9	73.9	73.9	66.9	73.9	77.4	73.9	70.4	77.4	73.9			806	\$ 135,224	
Daniel Vega - CM - Parks & Community Services	\$ 163		60.8	70.4	70.4	64.0														266	\$ 43,293	
Scott Kelly	\$ 213					4.0	10.0	8.0	8.0	8.0	8.0	8.0	10.0	8.0	8.0	10.0	8.0			98	\$ 21,453	
Admin	\$ 115						30.0	24.0	24.0	24.0	24.0	24.0	30.0	24.0	24.0	30.0	24.0			282	\$ 33,368	
Total Hours		-	140.8	160.4	160.4	150.0	196.9	167.8	181.8	181.8	167.8	181.8	196.9	181.8	174.8	196.9	181.8			2,622		
Monthly Fee		-	23,766	26,803	26,803	25,268	31,757	27,145	29,476	30,655	28,231	30,655	33,027	30,655	29,443	33,027	30,655				\$ 437,364	
Reimbursable allowance (software fees)																					\$ 12,500	
																				Total Authorization Required	\$ 449,864	
Cumulative totals																						
Hours		-	140.8	301.2	461.6	611.6	808.5	976.2	1,158.1	1,339.9	1,507.7	1,689.5	1,886.4	2,068.2	2,243.0	2,439.9	2,621.8					
Dollars		-	23,766	50,570	77,373	102,641	134,397	161,543	191,018	221,673	249,904	280,558	313,585	344,240	373,683	406,710	437,364					

Qualifications:
Rates escalate at 4% in the years after 2024
City to supply office space in family Center
No vehicles are included. If required, a monthly fee of \$1250 would apply.