

**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 July 1, 2024 to June 30, 2025, inclusive.

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

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

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

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

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

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

SECTION 8. INDEMNIFICATION.

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

SECTION 9. INSURANCE.

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

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

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

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

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

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

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

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

SECTION 11. TERMINATION.

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

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

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

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

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

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

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

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

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

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

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

SECTION 19. CONFLICT OF INTEREST.

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

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

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

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

CITY

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

CONSULTANT

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 _____
Tamara Vides, Interim City Manager

BY  _____
Frank Lopez, 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 attached letter, dated June 3, 2024, from Frank Lopez to Courtney Lindberg concerning the proposal for On-call Engineering and Development Review 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:

July 1, 2024, through June 30, 2025.

EXHIBIT "C"

COMPENSATION

a. Total Compensation. The total obligation of City under this Contract shall not exceed \$200,000.

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:

Payment in the form of check will be mailed to Consultant within Net 30 days from invoice date.

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®**

June 3, 2024

Ms. Courtney Lindberg
Director of Public Works & Utilities
City of Watsonville
250 Main Street
Watsonville, CA 95076

Subject: On-Call Engineering and Development Review Services

Dear Courtney,

Harris & Associates is pleased to support the City of Watsonville with on-call Engineering and Development review services. We have a capable and experienced team of managers, plan checkers, and project administrators that have demonstrated the ability to prioritize competing deadlines, perform expedited & thorough reviews, formulate efficient & effective solutions, and maintain a high level of customer services.

PROJECT UNDERSTANDING

The City of Watsonville is seeking on-call as-needed support from Harris to perform Engineering/Development plan and report review tasks. We are able to provide a flexible team that is dedicated to consistent communication. This allows Harris to understand and meet your expectations. We have experience with similar Agencies and our successful assistance has resulted in continued growth in-line with the Client's vision and stimulation of local communities.

We are familiar with several electronic plan review platforms, in addition to hard copy review. Our strength is based on a foundation of cumulative knowledge and extensive experience implementing applicable Agency standards and ordinances relevant to the delivery of these tasks. The following outlines our anticipated scope of services:

- **Grading:** Review includes surface improvements that may be shown on precise grading, drainage improvements, erosion control, and water quality best management practices. We are also able to provide/review geotechnical recommendations as needed.
- **Street/Roadway:** Public improvements are reviewed to verify compliance with City standards and applicable specific/master plans. Harris will review for Caltrans, ADA, and other jurisdictions, as appropriate.
- **Storm Drain:** Plans are reviewed for consistency with hydrology/hydraulic reports. We check slopes, flow rates, water surface elevations, materials, basin volumes/sizing, and construction details to ensure compliance with City Standards.
- **Hydrology/Hydraulics:** Reports are reviewed for pre- & post-development conditions and we evaluate watershed/sub-area boundaries based on topography and surface features. Calculations are spot checked to ensure compliance with City/County standards and general modeling practices.
- **Water Quality Management Plan:** Harris will confirm compliance with regulatory requirements and City preferences to verify on-site water quality features are designed and located properly.
- **Domestic Water Review:** Improvements are checked for compliance to City standards and Specific/Master plans. Pipe sizing is established from water system analysis based on meeting fire flow demands and minimum static pressure for fire suppression. Vertical and horizontal separation from sewer and other facilities lines shall meet

the Health Department criteria and minimum pipe sizing and material specifications are checked to meet City standards.

- Sewer System Review: Plans for sewer system improvements are checked for compliance with the City's requirements, standards, and checklists. Horizontal and vertical separation from domestic waterlines shall meet Health Department criteria. Minimum pipe sizing, gradients, invert elevations, and flow lines shall be shown on the plans for constructability purposes to verify compliance to City Standards. In instances where a sewer study is required, sizing of the sewer pipes shall meet minimum flows and cleansing velocity as required by the City.
- Cost Estimate: Line items are reconciled with the plan set and unit costs are verified to align with City recommendations.

In addition to plan review effort, Harris will provide detail-oriented Project Managers to lead the team. We will manage our deliverable schedules, coordination with Applicants (as deemed appropriate by City staff), coordination activities with key stakeholders, ongoing coordination with the team, and consistent communication with City team members. Our PMs are also responsible for processing invoices, managing deliverables, ensuring quality control, and adherence to the schedule.

PROJECT TEAM

Harris maintains adequate, consistent, and continuous staffing levels to successfully complete projects and meet deadlines and budget. We have identified strong project managers and technical experts for this project team. We will confirm with the City on the addition of any team members before they begin work on the project. *Full resumes are available upon request.*

Craig Siefert, P.E.

Senior Project Manager/Principal

Craig has over 20 years of experience on a variety of public works projects including sewer, water, storm drain, grading, and roadway improvements. Craig has supported the cities of Ontario, Anaheim, Menifee, Tustin, Irvine, Victorville, and Huntington Beach (to name a few) with their development review programs.

He has prepared, analyzed, and updated City Standards, development review processes, and plan check lists for many of his clients in Southern California and has design experience with many aspects of water/recycled system design, sewer improvement/rehab/repair, and roadway improvement and rehabilitation work. He is familiar with construction manuals and methodologies used in streets, storm drain pipes and structures, wastewater structures, reinforced concrete structures, and CADD software. His experience working in the capacity of agency staff provides him intimate familiarity with the inner works of city government, through which he developed excellent orientation towards providing his clients outstanding customer service in serving their development constituency.

Michael Wu, P.E.

Project Manager

Michael has nearly 20 years of experience in designing, managing, and delivering civil land development projects in both private and public sectors throughout Los Angeles County, San Bernardino County, and Orange County. Michael's civil engineering expertise spans all aspects of improvement including rough and precise grading, drainage design, ADA path of travel, roadway design, utility design, low impact development, storm drain retrofit, storm water pollution prevention, and overall project QA/QC. Michael has also provided client relationship management, departmental management, human resourcing, and business development services. Michael's experience allows him to bridge the gap between the public and private sectors. With his design expertise, along with his familiarity with the inner works of city government, he has developed an emphasis toward providing exceptional experiences for his clients.

Phong Nguyen, P.E.*Senior Plan Reviewer*

Phong brings nearly 40 years of invaluable experience in engineering plan review within Southern California. Throughout his extensive career, he has honed his expertise in examining plans encompassing a wide array of projects, including streetscape, storm drain, sewer, water, grading, and erosion control designs. His profound understanding of the intricacies of the typical City infrastructure and his familiarity with the processes of the clients such as City of Los Angeles and Ontario make him an invaluable asset to the project team. Phong's wealth of knowledge and adeptness at navigating the complexities of municipal engineering will undoubtedly contribute significantly to the success and efficiency of the project.

Cindy Hackett, P.E.*Senior Plan Reviewer*

Cindy has nearly 40 years of municipal engineering experience, including capital improvements, land development, budgeting, street maintenance, storm drain systems, water lines, sewer lines, and contract administration. She has experience in project management starting with project planning, budgeting, design with development of plans and specifications and construction administration. Cindy works effectively with public agencies, utilities, consulting engineers, developers, contractors, inspectors, railroads, and the general public. Cindy has worked directly for municipalities for most of her career, and her experience directly aligns with the needs of public agency staff. Beyond plan review, she has successfully managed CIP projects from planning through engineering and construction.

Brent Chamberlain, P.E.*Senior Plan Reviewer*

Brent has nearly 40 years of experience providing civil engineering services to municipalities throughout California. He has been responsible for the preparation of engineering's project conditions of approval, grading/improvement plan checks, final/parcel map checking, review/process/approval of lot line adjustments, property mergers and certificates of compliance, preparation and reviews of easement documents and property acquisitions, vacation of private service easements, and public street rights-of-way, preparation of city resolutions and ordinances as needed, project management, and other development related tasks. Brent's wide range of experience, which includes working for large and small companies performing design, design review, design management, project management, and plan checking allows him to perform a complete and thorough effort on all types of projects. These assets result in faster plan check reviews saving his clients time and money.

Bijan Yazdani, P.E.*Senior Plan Reviewer*

Bijan has over 25 years of experience. He worked as an associate civil engineer for the City of Corona for 15 years and intimately knows the needs of a city. Bijan understands plan check processes from the City staff perspective and can provide this insight to the rest of the Harris team. Bijan has experience preparing and reviewing a variety of CIP plans and has provided plan checking services on over 30 task orders for the City of Ontario.

Fong Tse, P.E.*Senior Plan Reviewer*

Fong has nearly 40 years of experience providing engineering services to multiple local agencies with development plan checks, roadway designs, PS&Es, and field reviews. Some of his responsibilities have included reviewing RFIs, processing change orders, resolving redline comments, and coordination with key project stakeholders. In addition, he has overseen a \$20 million annual facilities CIP budget and been directly involved with the quality control/ assurance of city staff and consultant deliverables.

PROJECT SCHEDULE & BUDGET

Harris assumes a timeframe of approximately 12-months for this task (7/1/2024 thru 6/30/2025) and will provide up to 24 hours/week of plan review & management support to the City.

Our Not-To-Exceed budget will be set at \$200,000 and Harris' Project Manager will notify City staff when we have elapsed the 50% and 75% limit of this NTE budget.

Harris will work with the City of Watsonville to accommodate requested milestone deadlines or other revisions to this proposed schedule, as needed.

PROPOSED FEES

Harris is conscientious of how project budget is spent and resources are allocated; all hours will be billed on a time-and-materials basis, which ensures that the City will only be billed for the actual hours worked on the project—any hours not used will remain unspent. This approach provides the flexibility to shift hours and budget from one task to another on an as-needed basis with written authorization from the City should individual tasks require more or less time than originally anticipated.

PROPOSED RATES

Name (Role)	FY24/25 Hourly Rate
Craig Siefert (Senior Project Manager/Principal)	\$295.00
Michael Wu (Project Manager)	\$235.00
Phong Nguyen (Senior Plan Reviewer)	\$225.00
Cindy Hackett (Senior Plan Reviewer)	\$260.00
Brent Chamberlain (Senior Plan Reviewer)	\$215.00
Bijan Yazdani (Senior Plan Reviewer)	\$205.00
Fong Tse (Senior Plan Reviewer)	\$210.00

- Rates are subject to escalation/revision on July 1, 2025 in accordance with cost of living adjustments, promotions, and staff merit salary adjustments.
- Reimbursable expenses, including costs for printing, photography, copies, scanning, mileage, travelling, public hearing/notification labels, shipping, and deliveries are not included in the budget estimates for professional fees. Reimbursable expenses shall be invoiced to the City at our cost +10%
- Should sub-consultant effort be required, their fees shall be billed to the City with a 10% mark-up through Harris & Associates.

We appreciate this opportunity and look forward to being involved in the ongoing efforts with the City of Watsonville. We are open to refining the scope and schedule based on your needs and expectations. If you have any questions regarding our assumptions, or if you would like additional information, please do not hesitate to contact us. This proposal shall remain valid for a period of 90 calendar days from the date of this letter.

Sincerely,
Harris & Associates, Inc.

Frank S. Lopez

Frank S. Lopez, P.E., QSD
Vice President – Engineering & Consulting
(831) 233-9242 ■ Frank.Lopez@WeAreHarris.com

Craig Siefert

Craig Siefert, P.E.
Senior Director – Engineering & Consulting
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