



**CITY MANAGER /CITY ATTORNEY
SIGNATURE REQUEST ROUTING FORM**

Include insurance documents, signed agreements, and all relevant documentation.

All documents must be signed by contractor/lessee and in Munis (if applicable) prior to routing to City Clerk.

Request:

☒ City Manager Signature ☐ City Attorney Review/Approval ☐ Notarization ☐ Munis Approval NOT REQUIRED
☐ IT Reviewed (if applicable) – THIS CONTRACT INVOLVES TECHNOLOGY, AN EMAIL FROM THE IT DIRECTOR APPROVING THE CONTRACT MUST ACCOMPANY THIS FORM.

All documents routed for signatures must be approved by Department Head.

Department Head Approval: _____ DocuSigned by: Nick Calubagui Date: 8/15/2024 | 3:29 PM PDT
 Signature

To be completed by initiating department: (PLEASE COMPLETE ENTIRELY)

Staff Responsible: Hilda Peralta Department: Parks & Community Services Phone Ext: 3241

Contractor/Vendor Name: Verde Design, Inc.

Project Title: Architectural Design for Ramsay Park Improvements

Original Contract Amount: \$ 1,553,182.00 Changer Order/Amendment No(s) 1

Amendment Amount \$ 463,604.00 Cumulative Total \$ 2,016,768.00

Funding Source (Name of Acct. & Enterprise) _____

Budget Account No(s): 150-901-7361-14921

Resolution No. (if any): _____ MUNIS Contract No. (if applicable): 2096

- ☒ Document is within CM signature authority up to \$100,000 (cumulative) for professional services or Public projects meeting the amount set forth in subdivision (b) of California Public Contract Code Section 22032, except as otherwise provided by State legislation, the project shall be let to contract by formal bidding procedure.
- ☒ Insurance is up to date and included.
- ☐ (For Bids only) DIR Extract Form has been filled and attached (due within 5 days of award of contract by Council or within 5 days from City Manager signature of Quick Bid)
- ☒ This is a form agreement prepared by City Attorney's Office.
 (See <http://intranet.ci.watsonville.ca.us/node/303>)
 - ☐ No changes were made; or
 - ☐ Changes are described AND redlined version is attached.
- ☐ This is not a form agreement prepared by City Attorney's Office.
 Previously prepared or reviewed by: _____
- ☐ \$10,000 to \$100,000 complete memo stating quotes obtained, include names and amounts, if did not obtain any, explain reasons pursuant to WMC 3-5.530.
- ☐ Sole Source (attach memo explaining reasons for sole source or list any other exemptions pursuant to (WMC 3-5.210)).

Description of project, scope of work or purchase (must be detailed, incomplete or deficient statements will be sent back):

Contract first amendment for Verde Design, Inc. for Landscape Architectural Design & Consultant Services for Ramsay Park Improvements.

☐ Consultant Required to File FPPC Form 700 (Statement of Economic Interests)

**FIRST AMENDMENT TO CONSULTANT SERVICES CONTRACT
BETWEEN THE CITY OF WATSONVILLE AND VERDE DESIGN, INC.**

THIS FIRST AMENDMENT TO CONTRACT for consultant services is entered into by and between the **City of Watsonville** ("City") and **Verde Design, Inc.** ("Consultant") this 27th day of August 2024, The City and Consultant agree as follows:

RECITALS

WHEREAS, the City and Consultant have previously executed a Consultant Services Contract for landscape architectural design services on Ramsay Park Improvements from July 1, 2021, to June 30, 2024.

WHEREAS, the City has added additional tasks to the work program of the Consultant causing additional time and cost to the project completion; and

WHEREAS, the amendment of the Contract for Consultant Services is in the best interest of the City of Watsonville.

NOW, THEREFORE, the City and the Consultant agree that the Contract shall be amended as follows:

Section 1 is hereby amended to add the following:

"Section 1. Scope of Services. In addition to the performance of services specified in detail in Exhibit "A" of the Contract, the additional services as specified in detail in "Exhibit "A", entitled FIRST AMENDMENT TO SCOPE OF SERVICES, will be added, which is attached hereto and incorporated herein".

Section 2 is hereby amended to add the following:

"Section 2. Term of Contract. Contract end date to extend to June 30, 2026.

Section 4 is hereby amended to read:

"Section 4 and Exhibit "C" both entitled "Compensation" of the Contract, are hereby amended to provide an additional amount of compensation of four hundred sixty-three thousand six hundred four (\$463,604.00) for professional services.

All other terms and conditions of the Contract dated July 15, 2021, as amended, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to Consultant Services Contract the day and year first hereinabove written.

CITY OF WATSONVILLE

VERDE DESIGN, INC.

By _____
Tamara Vides, Interim City Manager

Signed by:
By _____
Derek C. Moore, Principal

ATTEST:

In Process

By _____
Irwin Ortiz, City Clerk

APPROVED AS TO FORM:

By _____
Samantha Zutler, City Attorney

EXHIBIT “A”

SCOPE OF SERVICES

Additional Services

- Access Aisle between Dog Park and Play Area
- Play Features and Site Furnishing Updates
- Irrigation Inventory
- Phasing Analysis
- Water Line Routing
- PG&E Gas Line Coordination and Implementation
- Administrative Use Permit
- Stormwater Control Plan/ Report Document
- Re-Design at Dog Park & Play Area

Supplemental Services

- Tree Survey
- Sanitary Sewer Alignment at WEC
- Cal Trans Permit Application
- Longview Parking Lot
- Northern Multi Use Trail in Lieu of Parking Lot
- Integrate Supplemental As-Built Information
- Bike Sharing Coordination
- Ramsay Park Slide Details
- EV Charging
- Exercise Nodes
- Security Cameras

Environmental Compliance

- Mitigation Measures and Biological Surveys
- Caltrans Archaeological Monitoring Plan
- National Environmental Policy Act (NEPA) Report
- Additional Biological Monitoring

Additional Consultant Services

- Playground design
- Structural changes

Additional Construction Support

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:

All services to be completed by June 30, 2026

In Process

EXHIBIT "C"

Compensation

Add an additional amount of \$463,604.00. Total Compensation. The total obligation of City under this Contract shall not exceed \$2,016,786.00.

In Process



Policy Number:

Date Entered: 6/13/2024

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/8/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	Barnard & Associates Ins Agency, Inc. 2190 Stokes Street Suite 201 San Jose, CA 95128	CONTACT NAME: Jennie Maltese	
		PHONE (A/C, No, Ext): (408) 286-1334	FAX (A/C, No): (408) 286-6425
		E-MAIL ADDRESS: jennie@barnardinsurance.com	
		INSURER(S) AFFORDING COVERAGE	NAIC #
		INSURER A: Truck Insurance Exchange	
		INSURER B: UNITED FINANCIAL CASUALTY COMPANY	
		INSURER C: Truck Insurance Exchange	
		INSURER D: Hartford Casualty Insurance Co.	
		INSURER E:	
		INSURER F:	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			605016326	06/13/2024	06/13/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			982474641	06/13/2024	06/13/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			605016330	06/13/2024	06/13/2025	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	57WECAD1AHA	06/13/2024	06/13/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Business Property			605016326	06/13/2024	06/13/2025	BPP Limit \$773,000 Deductible \$00

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

30 days notice of cancellation; 10 days notice for nonpayment of premium

UMBRELLA LIABILITY IS FOLLOW FORM OVER GENERAL LIABILITY/AUTO LIABILITY and EMPLOYERS LIABILITY.

The City of Watsonville, its appointed and elected officials and its employees are named additional insured. Policy is primary with respect to insurance programs maintained by the City and contains separation of insured's provisions.

CERTIFICATE HOLDER	CANCELLATION
City of Watsonville City Clerk 275 Main Street, Suite 400 Watsonville, CA 95076	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

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POLICY NUMBER 605016326

COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED -- OWNERS, LESSEES OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

**The City of Watsonville, its appointed and elected officials and its
employees**

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

It is agreed that this insurance is primary, and that any insurance issued to the additional insured applicable to a loss, other than that provided by this endorsement, shall be excess over this insurance, to the extent any insured, other than the additional insured, is solely negligent for any liabilities, losses, claims, suits, judgments, injuries, costs and/or otherwise demands.