

**CONTRACT FOR CONSULTANT SERVICES BETWEEN
THE CITY OF WATSONVILLE AND WATSONVILLE WETLANDS WATCH**

THIS CONTRACT, is made and entered into this _____, by and between the **City of Watsonville**, a municipal corporation, hereinafter called “City,” and **Watsonville Wetlands Watch**, 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.

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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 December 31, 2027, 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.

Consultant has the expertise and experience necessary to perform the services and duties agreed to be performed by Consultant under this Contract, and City is relying upon the skill and knowledge of Consultant to perform said services and duties. Consultant shall defend, indemnify and hold harmless City, its officers and employees,

against any loss or liability arising out of or resulting in any way from work performed under this Contract due to the willful or negligent acts (active or passive) or errors or omissions by Consultant or Consultant's officers, employees or agents.

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 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
275 Main Street, Suite 400
Watsonville, CA 95076
(831) 768-3040

CONSULTANT

Watsonville Wetlands Watch
500 Harkins Slough Road
Watsonville, CA 95076
(831) 728-4106

SECTION 22. EXHIBITS:

Exhibit A: Scope of Services
Exhibit B: Schedule of Performance
Exhibit C: Compensation

WITNESS THE EXECUTION HEREOF, on the day and year first hereinabove written.

CITY

CONSULTANT

CITY OF WATSONVILLE

BY

Tamara Vides, Interim City
Manager

BY

DocuSigned by:


Jonathan Pitch, Executive Director

ATTEST:

BY

Irwin I. Ortiz, City Clerk

APPROVED AS TO FORM:

BY

Samantha W. Zutler, City Attorney

EXHIBIT “A”

SCOPE OF SERVICES

Atkinson Lane Integrated Flood Management and Watershed Restoration Project

Under the direction of the City of Watsonville Public Works and Utilities Department, **Watsonville Wetlands Watch (BL 8113)** proposes to implement the Atkinson Lane Integrated Flood Management and Watershed Restoration Project, funded by the Department of Water Resources under a grant to the Santa Cruz County Regional Water Management Group. The proposed scope of work includes project management and support for grant administration, development of construction documents, habitat enhancement plans, monitoring plans, securing project permits to prepare for construction, site preparation, and habitat enhancement.

Project Overview

The Atkinson Lane Integrated Flood Management and Watershed Restoration Project is a flood risk reduction and watershed habitat restoration project located on the eastern boundary of the City of Watsonville. Project activity includes design and implementation of best management practices to reduce sediment inputs into the Atkinson wetland, thereby implementing integrated flood control measures and providing flood risk reduction benefits for the surrounding and downstream residential and commercial areas within the City, a disadvantaged community. Concurrent with this work, the project will restore and enhance native habitat within the approximately 8 acre Atkinson wetland complex and engage and educate local community volunteers and school-aged groups throughout the project.

Task 1. Project Management

Objective: To provide project management support to the City of Watsonville to manage grant compliance, communications related to project management tasks, and overall project coordination.

Scope of Work: WWW will provide project management support to City staff in managing all aspects of grant compliance, project communications to stakeholders and partners, and coordination of project tasks and deliverables. This work will entail coordination and communication with the landowner, MidPen Housing, to secure the site access agreements and long-term maintenance and operations agreements, coordination with other parties, such as the Resource Conservation District of Santa Cruz County and additional stakeholders and consultants, as needed.

Deliverables: Site access agreements and maintenance operations agreements to support project implementation.

Task 2. Reporting

Objective: To submit all required reporting in a timely way to meet all grant requirements.

Scope of Work: WWW will compile quarterly reports and any additional reports required by the Regional Water Management Foundation to ensure compliance with grant reporting requirements.

Deliverables: Timely submission of all required reporting for the Regional Water Management Foundation, including quarterly invoice, progress reporting, and final reports.

Task 3. CEQA

Objective: To fulfill CEQA obligations to enable project implementation.

Scope of Work: WWW will support development of environmental documentation to support a CEQA determination and provide background materials for CEQA filings. This is anticipated to include a biological assessment and an updated cultural resources inventory.

Deliverables: Deliverables are anticipated to include a biological assessment and updated cultural resources inventory. Final deliverables will be determined based on the scope of the project developed.

Task 4. Permitting

Objective: To obtain project permits necessary to advance the construction projects.

Scope of Work: WWW will lead the development of permit applications to enable project construction. WWW will coordinate with the Resource Conservation District of Santa Cruz County or additional permitting consultants. Permits are anticipated to include through agencies such as the Army Corps of Engineers, Regional Water Quality Control Board, and California Department of Fish and Wildlife. A final determination of permits needed will be based on the scope of the project developed. Streamlined permitting options will be explored such as the Habitat Restoration Act Exemption and the CEQA Statutory Exemption for Restoration Projects to facilitate an expedited process. Additional County or City permits for grading or related work will be secured as needed.

Deliverables: Project permits sufficient to enable construction of the project.

Task 5. Design

Objective: To develop construction documents and habitat enhancement plans that meet the project goals.

Scope of Work: Design work will entail coordination with the City of Watsonville staff and consultants to develop construction drawings for water quality and integrated flood risk management projects, designed to improve water quality reduce sediment inputs into the Atkinson Lane wetland complex. Concurrent with this work, Watsonville Wetlands Watch will develop a habitat enhancement plan that addresses any environmental impacts associated with the construction activities.

Deliverables: 60% and 100% construction plans for water quality and integrated flood management projects; a habitat enhancement plan associated with the construction project design and impacts.

Task 6. Monitoring Plan

Objective: To develop a monitoring plan acceptable to all parties that meet the grant requirements for monitoring plans and provides a basis for performance monitoring prior to, during, and following construction.

Scope of Work: Environmental monitoring is anticipated to include photo point monitoring, vegetation surveys post construction, and water quality monitoring. Vegetation surveys will conform to the performance criteria listed within the project's habitat restoration plan.

Deliverables: Development of a project monitoring plan and submission of annual and final monitoring reports as required.

Task 7. Construction

Objective: To implement habitat restoration activities, best management practices for water quality and integrated flood management, erosion control and site stability, and establishment maintenance.

Scope of Work: Construction will be implemented in two phases. Phase I will consist of enhancement of upland habitat and site preparation and phase II will consist of project implementation following construction of best management practices for water quality and integrated flood management. During phase I, WWW will implement and oversee implementation of habitat enhancement work per the project's restoration plan. During phase II, following design and construction of water quality and integrated flood management projects, WWW will install vegetation and implement other best practices to support site stability and function of the construction features, in accordance with project permits. Following implementation of both phase I and phase II projects, WWW will lead and oversee maintenance of all habitat enhancement and best management practice features to ensure establishment of implemented projects and successful outcomes related to established performance criteria.

Deliverables: Annual project implementation reports that detail work performed and progress toward meeting permit requirements and success criteria related to habitat enhancement outcomes.

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 to December 31, 2027

	Task Name	2024				2025				2026	2027
		Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4		
1	Project Management										
2	Reporting										
3	CEQA										
4	Permitting										
5	Design										
6	Monitoring Plan										
7	Construction										

EXHIBIT "C"

COMPENSATION

a. Total Compensation. The total obligation of City under this Contract shall not exceed \$341,920.

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.

Table 3. Cost Breakdown by Project Performance Area

Task 1	Project Administration	Hours	Rate	Total Labor	Contracts and Materials	Total
	Project Manager	104	\$ 105.00	\$ 10,920.00	\$ -	\$ 10,920.00
Task 2	Reporting	Hours	Rate	Total Labor	Contracts and Materials	Total
	Project Manager	105	\$ 105.00	\$ 11,025.00	\$ -	\$ 11,025.00
Task 3	CEQA	Hours	Rate	Total Labor	Contracts and Materials	Total
	Project Manager	30	\$ 105.00	\$ 3,150.00	\$ -	\$ 3,150.00
Task 4	Permitting	Hours	Rate	Total Labor	Contracts and Materials	Total
	Project Manager	80	\$ 105.00	\$ 8,400.00	\$ -	\$ 8,400.00
	Restoration Director	80	\$ 85.00	\$ 6,800.00	\$ -	\$ 6,800.00
	Resource Conservation District of Santa Cruz County and Additional Permitting Support Consultants		\$ -	\$ -	\$ 60,000.00	\$ 60,000.00
				\$ 15,200.00	\$ 60,000.00	\$ 75,200.00
Task 5	Design	Hours	Rate	Total Labor	Contracts and Materials	Total
	Project Manager	100	\$ 105.00	\$ 10,500.00	\$ -	\$ 10,500.00
	Restoration Director	80	\$ 85.00	\$ 6,800.00	\$ -	\$ 6,800.00
	Conservation Project Manager	40	\$ 75.00	\$ 3,000.00	\$ -	\$ 3,000.00
				\$ 20,300.00	\$ -	\$ 20,300.00
Task 6	Monitoring Plan	Hours	Rate	Total Labor	Contracts and Materials	Total
	Project Manager	5	\$ 105.00	\$ 525.00	\$ -	\$ 525.00
	Restoration Director	30	\$ 85.00	\$ 2,550.00	\$ -	\$ 2,550.00
	Subtotal	35		\$ 3,075.00	\$ -	\$ 3,075.00
Task 7	Construction	Hours	Rate	Total Labor	Contracts and Materials	Total
	Project Manager	50	\$ 105.00	\$ 5,250.00	\$ -	\$ 5,250.00
	Restoration Director	300	\$ 85.00	\$ 25,500.00	\$ -	\$ 25,500.00
	Conservation Project Manager	300	\$ 75.00	\$ 22,500.00	\$ -	\$ 22,500.00
	Restoration Specialist	300	\$ 75.00	\$ 22,500.00	\$ -	\$ 22,500.00
	Restoration Technician	300	\$ 75.00	\$ 22,500.00	\$ -	\$ 22,500.00
	Non-labor costs		\$ -	\$ -	\$ 60,000.00	\$ 60,000.00
	Subtotal	1250		\$ 98,250.00	\$ 60,000.00	\$ 158,250.00
	Restoration Project Contingency					\$ 60,000.00
	Total			\$ 161,920.00	\$ 120,000.00	\$ 341,920.00

Contingency funds to be used at the sole approval of the City of Watsonville, based on availability of grant funding following award of a construction contract.

Table 4. Regional Water Management Foundation Agreement Balance

Regional Water Management Foundation Agreement Balance	Total Budget	WWW Contract	Balance Remaining
Budget Category (A) Project Administration	\$ 22,000.00	\$ 21,945.00	\$ 55.00
Budget Category (B) Land Purchase/Easement	\$ -	\$ -	
Budget Category (C) Planning, Design, Permitting	\$ 154,000.00	\$ 101,725.00	\$ 52,275.00
Budget Category (D) Construction	\$ 369,000.00	\$ 218,250.00	\$ 150,750.00
	\$ 545,000.00	\$ 341,920.00	\$ 203,080.00