

**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 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 September 1, 2024 to December 31, 2026, 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

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 _____
Tamara Vides, Interim City Manager

Signed 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

Scope of Services is included in the attached letter of proposal to Danielle Green from Beecher Engineering, Inc. for Recycled Water Facility Electrical Upgrades Proposal for Electrical Engineering Final Design and Engineering Services During Construction.

Attachment A. Scope of Services

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: **September 1, 2024 to December 31, 2026**

EXHIBIT "C"

COMPENSATION

a. Total Compensation. The total obligation of City under this Contract shall not exceed \$141,000.

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.



August 12, 2024

Ms. Danielle Green, P.E.
Assistant Director of Public Works
City of Watsonville – Public Works & Utilities
250 Main Street
Watsonville, CA 95076

**SUBJECT: City of Watsonville: Recycled Water Facility Electrical Upgrades
Proposal for Electrical Engineering Final Design and Engineering Services
During Construction**

Dear Ms. Green,

I am pleased to submit this proposal to the City of Watsonville (City) for providing electrical engineering Final Design and engineering services during construction (ESDC) related to the PV Water "Recycled Water Facility Electrical Upgrade Project" (Project). Below is a summary of the services proposed for this work:

Proposed Scope of Work:

The final design scope will include the following elements:

- Electrical and control (E&C) system design to include the following system electrical upgrades:
 - Add provisions to facilitate connection of temporary portable standby generator equipment to the Recycled Water Facility (RWF)
 - Replacement of existing variable frequency drive (VFD) equipment with new VFD equipment for distribution pump equipment
 - Replacement of existing VFD equipment with new VFD equipment for process equipment presently served by motor control center (MCC) equipment
- BEI shall provide ESDC throughout the Project construction period.

90 Copper Cove Drive, Suite D Copperopolis, CA 95228
Phone: (541) 580-8300 Email: todd@beecherengineering.com

Proposal Assumptions:

- *Document reproduction, notices of bidding advertisement and coordination of bid opening shall be performed by the City*
- *BEI shall submit E&C drawings and technical specifications to the City at the 65%, 90% and FINAL submittal progress milestones in MS Word and Adobe .pdf formats for compilation into the overall Project specification volumes by the City*
- *BEI shall provide the City with drawing CAD files in AutoCAD LT format for the FINAL submittal, followed by any updated CAD files to reflect issued addendums*
- *It is assumed that the City shall retain the services of a Construction Manager (CM) to perform construction period administration and daily construction work progress inspection. BEI shall provide general construction progress inspection oversight and coordinate with the Project CM as required*
- *Power system modeling, short circuit, coordination and arc flash studies shall be specified to be completed by the Contractor*

Task 1.0 – Final Design:

Task 1.1: Document Preparation:

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. Construction cost estimates for the E&C portion of the work shall be provided by BEI for incorporation into the overall Project construction cost estimate prepared by the City:

Anticipated E&C Drawing List:

E001: Electrical Legend and Symbols

E011: Electrical Details - 1

E012: Electrical Details - 2

E013: Electrical Details - 3

E014: Electrical Details - 4

E015: Electrical Details - 5

E016: Electrical Details - 6

E017: Electrical Details - 7

E018: Electrical Details – 8

E021: RWF Single Line Diagram – Demolition

E022: RWF Single Line Diagram – Interim System Configuration

E023: RWF Single Line Diagram – Modifications

E031: RWF Communication Diagram – Demolition
E032: RWF Communication Diagram - Modifications

E101: Existing RWF-MCC-A Single Line Diagram – Demolition
E102: Existing RWF-MCC-A Single Line Diagram – Modifications
E103: Existing RWF-MCC-B Single Line Diagram – Demolition
E104: Existing RWF-MCC-B Single Line Diagram – Modifications

E201: RWF Electrical Building – Demolition Plan
E202: RWF Electrical Building – Interim System Plan
E203: RWF Electrical Building – Modification Plan

E301: Circuit Schedules – 1
E302: Circuit Schedules – 2

E401: Control Schematics – 1
E402: Control Schematics – 2
E403: Control Schematics – 3
E404: Control Schematics – 4
E405: Control Schematics – 5
E406: Control Schematics – 6
E407: Control Schematics – 7
E408: Control Schematics – 8

Task 1.2: Review Meetings and Review Comment Responses

BEI shall attend an onsite, Final Design kickoff meeting at the City’s treatment plant.

The City shall provide review comments for the 65% and 90% design submittals. Upon receipt of the City’s comments, BEI shall provide formal comment responses to the City followed by an onsite review meeting for each progress submittal to discuss the City’s review comments and proposed responses. The review meetings shall be conducted at the City’s treatment plant.

BEI shall attend virtual meetings with the City as required for project design coordination.

Task 2.0: Bid Period Assistance

BEI shall respond to bidder questions during the bidding period and prepare design addendums as required.

Task 3.0: Engineering Services During Construction

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

- Attend onsite Pre-Bid meeting with City and prospective bidding Contractors
- Submittal Review: (10) submittals/resubmittals assumed at an average of (4) hours per submittal

- Response to Requests for Information (RFIs): (8) RFIs assumed at an average of (3) hours per RFI
- Design Clarifications (DCs)/Proposed Change Order (PCO) Preparation: (4) DCs/PCOs assumed at an average of (6) hours per DC/PCO
- On-Site Meeting Attendance and Inspection: BEI shall allocate a total of (6) days during the construction period on days 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, Contractor and Suppliers throughout the construction period
- Factory Witness Testing: BEI shall attend factory witness testing for new power distribution 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 4.0: Project Management

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

Proposed Hours and Budget:

Task No.	Proposed Hours	Proposed Fee (@\$230/hr)
Task 1.1: Document Preparation	360	\$82,800
Task 1.2: Review Meetings and Review Comment Responses	32	\$7,360
Task 2.0: Bid Period Assistance	8	\$1,840
Task 3.0: Engineering Services During Construction	200	\$46,000
Task 4.0: Project Management	12	\$2,760
Totals (Final Design and ESDC):	612	\$140,760

Final Design Proposed Schedule:

- 65% Design Review Submittal: 11-11-24
- 65% Design Review Meeting: Week of 11-18-24
- 90% Design Review Submittal: 12-16-24
- 90% Design Review Meeting: Week of 1-6-25
- Final Design Document Submittal: 1-20-25
- Bid Period: 1-21-25 thru 2-27-25
- Bid Date: 2-27-25
- Award of Construction Contract: March 2025
- Construction Period: April 2025 thru August 2026

Assumed construction period duration: 16 months

Thank you for the opportunity to propose on this work. Please let me know if you have any questions or require any additional information.

Sincerely,

Todd Beecher, P.E.
Beecher Engineering, Inc.