

**FIRST AMENDMENT TO CONSULTANT SERVICES CONTRACT  
BETWEEN THE CITY OF WATSONVILLE  
AND HARRIS & ASSOCIATES, INC.**

**THIS FIRST AMENDMENT TO CONTRACT** for consultant services is entered into by and between the **City of Watsonville** ("City") and **Harris & Associates, Inc.** ("Consultant") this \_\_\_\_\_. The City and Consultant agree as follows:

**RECITALS**

**WHEREAS**, on April 9, 2024, the Council adopted Resolution No. 55-24 (CM), authorizing the City Manager to execute a contract with Harris & Associates for Pavement Program Management Services; and

**WHEREAS**, the City and Consultant have executed a Consultant Services Contract to provide Pavement Program Management Services dated April 29, 2024; and

**WHEREAS**, the City and Consultant have executed a contract in the amount of \$1,275,000 for an initial three year term to provide pavement program management services; and

**WHEREAS**, on February 11, 2025, Council adopted Resolution No. 43-25 (CM) accepted the City of Watsonville 2024 Pavement Management Program Update report prepared by City staff with assistance by Consultant, and accepted the Year 1 Program proposed list of streets for the annual paving project; and

**WHEREAS**, it is the City's intention to expedite delivery of the Year 1 Program and maintenance on the Year 1 approved list of streets; and

**WHEREAS**, the City has requested support from Consultant to incorporate the preparation of the Plans, Specifications and Estimate (PS&E) for the Year 1 Program proposed list of streets into the Consultant Services Contract to provide Pavement

Program Management Services; and

**WHEREAS**, Consultant has developed a not to exceed budget of \$125,556 to prepare the PS&E for the Year 1 Program proposed list of streets that is funded under the currently approved Year 1 budget of \$425,000 in accordance with the Contract, and incorporation of these services for Year 1 will not require an increase in the compensation to be paid to Consultant; and

**WHEREAS**, Consultant has requested the incorporation of subconsultant services into the Contract performed by NCE for technical support in providing training on the City's StreetSaver pavement maintenance software, and for preparing revisions to the Pavement Management Program financial scenarios and annual updates to the City's StreetSaver pavement maintenance software and related services; and

**WHEREAS**, the first 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-1" of the Contract, under Task 1 "Pavement Master Plan" of the Scope of Services, an additional service is incorporated to facilitate as-needed software training on the City's StreetSaver pavement maintenance software, and will also prepare financial scenarios and updates to the PMP via the City's StreetSaver pavement maintenance software, as directed by the City, by Consultant's subconsultant, NCE. Further, under Task 2 "Plans, Specifications, & Estimates (PS&E)" as an additional optional service at City's discretion, Consultant may perform services preparing the PS&E of the annual paving projects approved by the City, subject to City's approval of the scope and budget. The revised Exhibit "A-1" related to Task 1 and Task 2 are attached hereto and incorporated herein.***

***“Exhibit C” Compensation. There shall be no increase in the compensation under the Contract with this First Amendment; the compensation remains \$1,275,000 for the initial three-year term of the Contract unless otherwise revised by subsequent amendment. Paragraph item b. “Basis of Payment” is replaced with the revised Exhibit C item b to reflect an updated Table identifying team members, classifications, and 2025 hourly billing rates, as attached hereto and incorporated herein.***

All other terms and conditions of the Contract dated April 29, 2024, 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**

By \_\_\_\_\_  
Tamara Vides, City Manager

**HARRIS & ASSOCIATES, INC.**

Signed by:  
By Marcus Fuller  
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Marcus Fuller, Vice President

ATTEST:

By \_\_\_\_\_  
Irwin I. Ortiz, City Clerk

APPROVED AS TO FORM:

By \_\_\_\_\_  
Samantha Zutler, City Attorney

## 5. UNDERSTANDING OF SCOPE OF WORK

As noted in the City's RFP, the Watsonville community supported Measure R to invest in critically needed public improvements throughout the City. As a result, the City anticipates as much as \$15 million to invest in capital projects to improve its streets. Selecting the most qualified Pavement Program Manager is a very important first step to executing the vision of Measure R, and the Harris team knows how to deliver this important service for the City.

### TASK 1. PAVEMENT MASTER PLAN

As part of a separate RFP, the City is pursuing a consultant to develop its Pavement Master Plan (PMP). The PMP may also identify the Pavement Condition Index (PCI) for all street segments and update the City's StreetSaver database. The PMP will include an assessment of all existing curb ramps in the City to identify ADA compliance of existing curb ramps to aid in estimating pavement restoration projects where construction of new curb ramps is required for ADA compliance.

Marcus Fuller, PE, PLS will serve as the City liaison overseeing development of the PMP to validate:

- Street segments, surface areas, and lengths
- PCI rankings
- Recommended pavement treatments
- Annual funding allocations

Marcus will work with the PMP consultant to develop a construction strategy that maximizes the amount of streets that can be improved annually using timed construction strategies such as:

- Crack Seal Only Contracts
- Dig-Out Only Contracts
- Type 2 Slurry Seal vs MicroSurface Treatments
- HMA Overlay
- Cape Seal
- The three-layer system that the City has used during the past 15 years
- Neighborhood Zone Maintenance
- Arterial Street Priority Maintenance
- Cold In Place Recycling vs Dig Out/HMA Overlay Reconstruction Methods
- Deferred Neighborhood Maintenance for Arterial Street Pavement Priority Maintenance

*The Harris team through its subconsultant NCE, will provide as-needed software training on the City's StreetSaver pavement maintenance software, and will also prepare financial scenarios and updates to the PMP via the City's StreetSaver pavement maintenance software, as directed by the City.*



As part of Metropolitan Transportation Commission (MTC) StreetSaver Spring Virtual User Week 2023, the Harris Asset Management team presented best practices that agencies can follow for preparing and updating a Pavement Management Program (PMP). Access the presentation by scanning the QR code.

## EXHIBIT A-1 Task 2 (Revised)



### TASK 2. PLANS, SPECIFICATIONS, & ESTIMATES (PS&E) CONSULTANT OVERSIGHT

Harris will be responsible for developing and issuing annual RFP solicitations to onboard Civil & Traffic Engineering consultant firms to develop PS&E construction packages to build-out the recommendations of the PMP. RFPs will be released annually to fit program funding availability.

Alternatively, at the City's discretion, Harris will be responsible for preparing the PS&E construction packages subject to City's agreement on the scope and fee.

Harris will be responsible for the following:

1. **RFP Development:** Using the recommendations of the PMP, City staff input, and engineering judgement, Harris will develop, issue RFPs on behalf of the City, and manage the consultant selection process to on-board an experienced Civil & Traffic Engineering consultant team annually to develop bid packages for the street resurfacing program.
2. **Management of PS&E Development:** Once the Civil & Traffic Engineering team is on-board, Harris will facilitate the PS&E development process on behalf of the City. We will provide design review assistance and manage plan review by City staff to bring about timely development of PS&E improvement plans. PS&E bid packages for dig-out repairs shall include site-specific dig out repair limits that are field verified and marked by the Civil & Traffic Engineering consultant team and transposed onto CAD-based files for PS&E development. The City will provide the City Engineer resources to aid the PS&E development teams to identify and field mark dig out repairs. Harris will participate and oversee the field dig-out repair identification process to properly provide Quality Assurance of PS&E improvement plans.

3. **Management of PS&E Consultant Team:** Harris will provide oversight of the PS&E Consultant Team(s) including participation in bi-weekly team meetings, review and approval of invoices for City processing and payment, and quality assurance review of deliverables concurrently with City staff.
4. **Preparation of PS&E Construction Package (Optional):** At the City's option, Harris will be responsible for preparation of the PS&E construction package for the annual paving projects. The construction package will include all relevant construction drawings, details, and specifications for bidding. An engineer's estimate will be provided.

Harris will prepare the first PS&E construction package (anticipated Summer 2025) in accordance with the City's approval of the PMP and the first year's pavement maintenance strategies. PS&E development is anticipated to be completed in the Summer of 2025, so bid packages are ready for Fall 2025 for the first annual paving project.

### TASK 3. CONSTRUCTION MANAGEMENT & INSPECTION TEAM OVERSIGHT

Harris will be responsible for developing and issuing annual RFP solicitations to onboard Construction Management & Inspection Teams to provide support during the construction phase of the various pavement program implementation process. While the future Construction Management & Inspection teams will be responsible for overseeing the construction process, responsibility of the successful delivery for all construction projects will fall onto Harris.

The RFP for Construction Management & Inspection is anticipated to be released by the Summer of 2024 so that the Construction Management & Inspection team can participate in the PS&E development phase.

Harris will be responsible for overseeing the Construction Management & Inspection Team and will work closely with the team to be sure of a successful construction phase.

### Exhibit C, Item b “Basis of Payment” (Revised)

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:

Team Member	Job Classification	Hourly Pay Rate*
Mark Nassar	Vice President	\$343
Marcus Fuller	Vice President	\$343
Leon Gomez	Senior Project Manager	\$282
Randy Berry	Senior Project Manager	\$282
Randall Bliss	Project Manager	\$261
Gabriel Gutierrez	Project Manager	\$261
Christian Mercado	Senior Design Engineer	\$215
Chris Martinez	Design Engineer	\$175
NCE (Subconsultant)	Principal In Charge	\$345
NCE (Subconsultant)	Project Manager	\$185
NCE (Subconsultant)	Project Analyst	\$165
NCE (Subconsultant)	Staff Engineer	\$130

\*Hourly rates reflect 2025 pay rates.

Hourly pay rates are subject to change on January 1, 2025, and on the 1st of January every year thereafter, escalated at the Consumer Price Index published for the San Francisco-Oakland-Hayward area.

Subject to the Director’s prior approval, Consultant may propose additional team members, job classifications and associated hourly pay rates as may be necessary in the completion of the required professional services.

The following apply to payment of reimbursable expenses:

1. Mileage reimbursement will be pursuant to the established IRS mileage rate for that given time period.
2. All subconsultant charges are subject to a 10% markup. Direct expenses, such as permitting fees, printing of plans and specifications, and other expenses in service of the city’s project will be billed at cost plus 10% markup.
3. Attendance at meetings in service of the client will be billed on a Time and Materials basis pursuant to the billing rates for that time period.
4. Travel costs to attend in-person meetings at the City of Watsonville will be billed at direct cost, inclusive of car rentals, lodging, airfare, and per diem costs when such travel is required.