

**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 the execution date to June 30, 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) 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 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 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.
60 W Alisal Street, Suite 200
Salinas, CA 93901
(831) 272-4909

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, City Manager

Signed by:

47871E67C68F41F...
BY _____
Marcus Fuller, PE, PLS, MPA
Vice President, Engineering

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 letter dated May 9, 2025, from Leon D. Gomez and Craig Seifert to Murray Fontes regarding the On-Call Staff Augmentation 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:

From the contract execution date to June 30, 2026.

EXHIBIT "C"

COMPENSATION

a. Total Compensation. The total obligation of City under this Contract shall not exceed Twon Hundred Fifty-Four Thousand Nine Hundred Sixty dollars (\$254,960).

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 a check will be mailed to consultant 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®

May 9, 2025

Harris Project #: 1250073000

Mr. Murray Fontes
Assistant Director of Public Works & Utilities /
City Engineer
City of Watsonville
250 Main Street
Watsonville, CA 95076

Subject: On-Call Staff Augmentation Services – Task Order 01

Dear Mr. Fontes:

Pursuant to your request, Harris and Associates (Harris) has prepared this **revised** letter proposal to provide on-call staff augmentation services, including general engineering, project planning and management, construction management, and development review, to the City of Watsonville, California (City). Harris has partnered with the City over several years on a variety of programs and projects, providing engineering design, program management, construction management, development review, and environmental services. Recently, Harris prepared the City's 2024 Pavement Management Program (PMP) Update Report and developed a draft 6-Year Annual Work Program.

Harris celebrated its 50th anniversary in 2024. Through on-call contracts with large and small public agencies throughout California, Harris has significant experience in providing a full range of professional engineering services to municipal agencies. We count the City of Watsonville in that experience, and we look forward to continuing our collaborative working relationship.

BACKGROUND

Like many public agencies in California, the City faces numerous challenges including limited staff and financial resources to implement programs, projects and maintain aging infrastructure and assets, all while continuing to provide essential services to a growing community. To augment this effort, the City utilizes contract consultants as an extension of City staff to support these important initiatives.

The City's Mission Statement is, "Working with our Community to create positive impact through service with heart" which reflects the City's values as an organization represents how it serves the community with core values of Teamwork, Integrity, Service, and Respect. Harris understands these values through our work with large and small agencies within Monterey and Santa Cruz Counties, where we have provided on-call and "as-needed" staff augmentation services. This experience has allowed us to better understand local communities in the region with a sensitivity to local concerns and priorities. Harris will act as an extension of City staff, and we will work collaboratively with you to address your needs.

APPROACH

Harris will provide a Senior Project Manager, Mr. Leon D. Gomez, to provide on-call staff augmentation services to the City. Since 2013, Leon has served as the contract city engineer to a small coastal community located on the Monterey Peninsula. Recently, Leon served as interim city engineer to a small community in South Monterey County. In these roles, Leon has been involved in day-to-day operations and functions pertaining to the Engineering and Public Works Department and he has developed strong working relationships with all key city staff (management, planning, building, finance, maintenance, police, fire, etc.). Leon, with support from the Harris team, have supported these agencies in the following areas:

- Capital Improvement Program (CIP) development and delivery
- Pavement Management Program (PMP) updates, including Pavement Condition Index (PCI) evaluation
- Administration of the city's Encroachment Permit Program
- Development Review Services including land entitlement review, development of conditions of approval, condition compliance tracking, plan check (civil and storm water)
- Preparation of grant applications and supporting documents including Benefit/Cost Analysis, conceptual plans and exhibits, and cost estimates
- Preparation of staff reports, resolutions, and presentations to city council
- Preparation of periodic reports required by various transportation funding programs including SB 1 Local Roads and Streets (CalSMART) and Measure D
- Preparation of period reports for grant programs through the State Water Resources Control Board (SWRCB) and Department of Water Resources (DWR)
- Management of the city's National Pollutant Discharge Elimination System (NPDES) MS4 Storm Water Program
- Community and stakeholder engagement in support of city projects and programs, liaison with local, regional, and state agencies over the term of this role
- Leon serves as the designated representative on the Monterey Regional Storm Water Management Program (MRSWMP) Management Committee, Seaside Groundwater Basin Watermaster and Transportation Agency for Monterey County (TAMC) Technical Advisory Committees (TAC)

Harris' Sr. PM will provide on-call staff augmentation services for up to sixteen (16) hours per week for the remainder of the current Fiscal Year (FY) 24/25 and for the duration of FY 25/26. Our Sr. PM will take direction from the City Engineer (CE) and/or Public Works Director (PWD) for these services. Staff augmentation services will be provided as follows:

- One 8-hour day onsite at City offices (Watsonville, CA)
- One 8-hour day remote

To provide for city council approval of this contract, Harris assumes a mid-March 2025 start.

SCOPE OF SERVICES

Based on the City's request, Harris' Sr. PM will provide support services to the City in the following areas:

- General engineering
- Project planning and management
- Construction Management
- Development Review

Related sub-tasks within these service areas include:

- Attend meetings with engineering, public works, and other department staff
- Capital Improvement Program (CIP) project planning, delivery and public bidding assistance
- Develop Request for Proposals (RFPs) for City projects and/or tasks
- Attend city council meetings, when requested. Please note that Leon currently attends city council meetings on the 1st and 3rd Tuesday of each month
- If development review services are requested, this effort will be billed to the existing Harris task order for Engineering and Plan Check services.

SCHEDULE OF SERVICES

As noted above, Harris' Sr. PM will provide the services described herein for the remainder of FY 24/25 and the entirety of FY 25/26.

FEE REQUEST

Our fee request for this Contract is shown below and will be provided on a time and materials basis. If this amendment meets with your approval, please sign and date below.

Fiscal Year	Hours Per Week	No. of Weeks ¹	Total Hours (Estimated)	Staff Classification	Billing Rate ²	Fee (Estimated)
24/25	16	5	80	Sr. Project Manager	\$275	\$22,000
25/26	16	52	832	Sr. Project Manager	\$280	\$232,960
Total						\$254,960

¹ The number of weeks shown for FY 24/25 is based on services from late May to June 30, 2025. The number of weeks shown for FY 25/26 is based on 52 weeks in a year, not accounting for holiday and vacation days.

² Billing rates are subject to adjustment annually on January 1, escalated at the Consumer Price Index (CPI) rate for the region or 5%, whichever is greater.

Assumptions

1. The City Engineer and/or Public Works Director will provide direction to Harris' Sr. PM on projects/tasks.
2. Harris' Sr. PM will attend meetings in-person and/or virtually, depending on the whether the meeting falls on the on-site day or remote work day.
3. Based on the level of effort requested by the City, the actual hours provided by Harris may vary from the estimated hours shown in the Fee Request.
4. Direct expenses, such as permitting fees, printing of plans and specifications, and other expenses in service of City projects or tasks, will be billed at cost plus a 10% markup.
5. Mileage reimbursement will be pursuant to the established IRS mileage rate for that given time period.
6. If applicable, all subconsultant costs are reimbursed as a "direct expense" at actual costs plus a 10% markup (invoice/receipts will be provided).

If this amendment meets with your approval, please sign and date below. We greatly appreciate your consideration of this amendment.

Sincerely,

Harris & Associates, Inc.



Leon D. Gomez, PE, QSD
Sr. Project Manager – Engineering Services
Tel. (831) 272-4909 ■
Email: Leon.Gomez@WeAreHarris.com



Craig Siefert, PE
Sr. Director – Engineering Services
Tel. (949) 732-6302 ■
Email: Craig.Siefert@WeAreHarris.com

PLEASE CONSIDER THIS SIGNED PROPOSAL YOUR ACKNOWLEDGEMENT THAT IT IS ACCEPTABLE TO THE CITY OF WATSONVILLE:

ACCEPTED/APPROVED BY:

MURRAY FONTES, CITY ENGINEER

DATE:
