

**CONTRACT FOR CONSULTANT SERVICES BETWEEN
THE CITY OF WATSONVILLE AND MNS ENGINEERS, INC.**

THIS CONTRACT, is made and entered into this _____, by and between the **City of Watsonville**, a municipal corporation, hereinafter called "City," and **MNS ENGINEERS, 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 December 15th, 21 to December 31st, 2023, 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
MNS Engineers, Inc.
111 N. Market Street, Suite 440
San Jose, CA 95113
(408) 701-7814

SECTION 22. EXHIBITS:

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

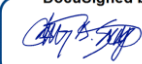
///
///
///
///

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

**CITY
CITY OF WATSONVILLE**

CONSULTANT

BY _____
Matthew D. Huffaker, City Manager

DocuSigned by:

D7A4F4B73D14468...
BY _____
James A. Salvito, President and CEO

ATTEST:

BY _____
Beatriz Vázquez Flores, City Clerk

APPROVED AS TO FORM:

BY _____
Alan J. Smith, City Attorney

EXHIBIT "A"

SCOPE OF SERVICES

Scope of Work

MNS proposes to perform the Scope of Work described herein to provide engineering design services for the Project. A description of tasks and responsibilities are described as follows.

Task 1 – Project Management, Quality Assurance/Quality Control, and Meetings This task includes project management, quality assurance/quality control (QA/QC), and meetings associated with the Project.

Subtask 1.1 – Project Management

The Project Manager, Nick Panofsky, will provide ongoing coordination of the project team including the City, subconsultants, and the internal project team. Nick will monitor the budget and serve as the main point of contact with the City. Regular phone calls and e-mail updates will be sent from the Project Manager to the City's Project Manager to keep coordination open and up-to-date. The MNS Contract/Program Manager will submit monthly invoices with all supporting documentation in a format acceptable to the City.

The MNS Project Manager is responsible for ensuring all deliverable deadlines are met, all internal quality control reviews are completed, and the final products meet the expectations of the City.

Subtask 1.2 – Quality Assurance/Quality Control

In accordance with MNS company policy, all deliverables, calculations, recommendations, and other documentation will be reviewed by an experienced engineer, not otherwise associated with the Project, prior to submittal to the City. Documents will be reviewed to ensure technical excellence, the goals and expectations of the City are being met, and conformance with applicable design checklists and standards. For this project, all deliverables and other items requiring quality control reviews will be reviewed by Tyler Hunt, PE.

Subtask 1.3 – Meetings

Over the course of the project, MNS will facilitate and lead meetings and conference calls as required to move the Project forward and ensure the City is informed and in concurrence with the progress of the Project. For each meeting, MNS will develop a meeting agenda, and will submit meeting minutes to the City within three business days. We anticipate three meetings, which will occur virtually or at the Project site:

- Conceptual Design Review Meeting and Site Visit
- 60% Percent Design Review Meeting
- 90% Percent Design Review Meeting

The MNS Project Manager and the Project Engineer will attend each meeting.

Task 2 – Topographic Survey

MNS will perform ground surveying and mapping for the Poppy Hill Pump Station site. Ground surveying will include the property known as APN 108-201-31 (Approx. 0.05 acres). The mapping will be on an assumed horizontal and vertical datum. The scope of work to include hardscape, structures, walls, fences, trees (6" in diameter and above), and observable utilities.

MNS will prepare a topographic base map in AutoCAD at a scale of 1"=10' with 1' contour intervals. A record boundary will be prepared based on a best fit of field located monuments. This scope of work does not include easement retracement or the cost of acquiring a title report.

Task 3 – Contract Document Development

MNS will develop a set of contract documents describing the work to be completed and an accompanying Engineer's Opinion of Probable Construction Cost for the Project.

Subtask 3.1 – Conceptual Design

A conceptual level design will initially be developed for review and discussion including a demolition plan, proposed equipment, equipment placement, single-line piping plan, and proposed method for maintaining services during construction. The conceptual design will be submitted to the City for review and discussion. A site visit following the conceptual design submittal will be held as described in Subtask 1.3 to review the concepts and confirm the site layout.

Subtask 3.2 – 60% Design

60% design plans, including additional details not included in the Conceptual Design and associated construction cost opinion will be developed and submitted for City review. Following the 60% design submittal, MNS will lead a design review meeting as described in Subtask 1.3 to discuss the City's comments.

Subtask 3.3 – 90% Design

90% design plans, specifications, and associated construction cost opinion (PS&E) will be advanced to be substantially complete and submitted for City review. We will provide a comment/response matrix with the 90% design submittal documenting how each comment on the 60% design submittal has been addressed.

Subtask 3.4 – Final Design

The Project PS&E will be finalized and submitted to the City. We will provide a comment/response matrix with the final design submittal documenting how each comment on the 90% design submittal has been addressed.

Final design documents will be stamped by Professional Engineer's registered in the State of California in their respective disciplines. We will provide electronic documents upon completion of the work. Electronic formats will include images prepared in Adobe PDF format and also electronic files compatible with Microsoft Word and Excel, and AutoCAD, if requested.

Plans

MNS will prepare detailed drawings for the Project clearly defining the work to be completed. Plans will be prepared in the latest version of AutoCAD Civil 3D.

An anticipated sheet list includes:

Sheet No.	Drawing No.	Description
1	G-01	Title Sheet, Sheet List, and Location Map
2	G-02	General Notes, Legend and Abbreviations
3	C-01	Site Plan, Demolition Plan and Basis of Bearings
4	C-02	Piping Plan and Details
5	C-03	Piping and Miscellaneous Details
6	C-04	Conceptual Bypassing Plan
7	E-01	Electrical Notes, Symbols, and Abbreviations
8	E-02	Electrical Site Plan
9	E-03	Single Line Diagram
10	E-04	Electrical Details
11	E-05	Electrical Details
12	I-01	Instrumentation and Control Legend and Abbreviation
13	I-02	Process and Instrumentation Control Diagram
14	S-01	Structural Notes and Special Inspection
15	S-02	Structural Details 1
16	S-03	Structural Details 2

Specifications

Specifications will be prepared based on the City’s front end document template. Technical specifications will be provided in CSI format with the 90% and Final deliverables.

Deliverables:

- Meeting Agendas and Minutes
- Conceptual, 60% Plans and Cost Opinion, 90% PS&E, and Final PS&E Design Packages

Task 4 – Hydropneumatic Tank Electrical Service (Optional)

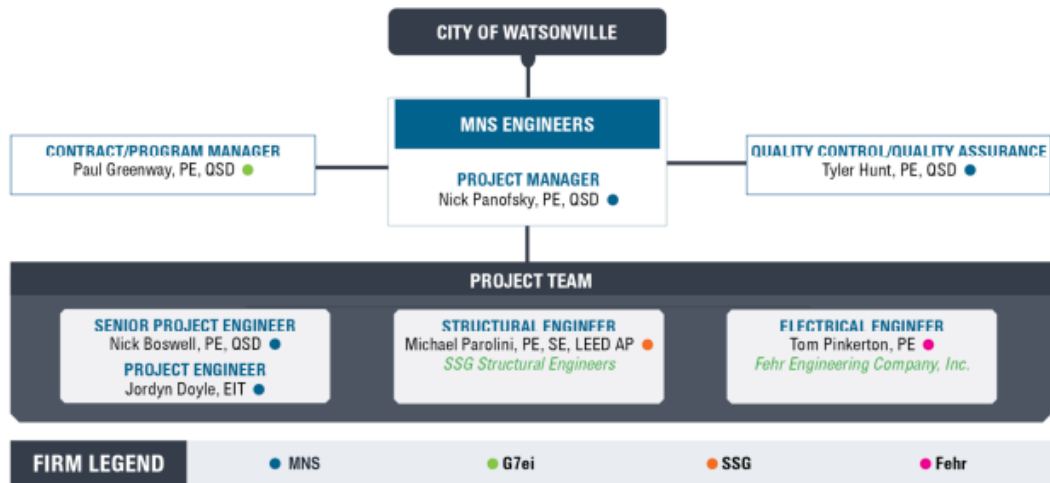
If awarded by the City, a new PG&E electrical service at the hydropneumatic tank site will be obtained, and design provisions incorporated into the contract documents developed in Task 3 to include the addition of the electrical service and outdoor 110v receptacle.

Task 5 – Additional Engineering Services

This task has been established to provide additional services on an as-needed basis, which may arise over the course of the Project. Additional services may include additional design support, permitting support, and engineering support services during bid and construction. Budget associated with this task will not be utilized without written authorization from the City. Work will be completed on a mutually agreeable schedule.

Project Team

MNS has assembled a qualified team with the skills and expertise to bring this project to completion in-line with The City’ goals. MNS will be supported by Fehr Engineering to provide electrical engineering support, and SSG Structural Engineers to provide structural engineering support. An organizational chart for key personnel on the Project team is presented as follows.



Assumptions

We have included the following assumptions in preparation of this proposal:

- The City will conduct or coordinate a flow test on the nearest hydrant upstream of the Poppy Hill Booster Station to determine available flow rates.
- The City will install a fire hydrant within Zone 4A prior to completion of construction.
- The new generator will be installed within the existing fenced pump station site.
- No geotechnical engineering will be required.
- Contacting other utility owners to obtain record information will not be required.
- Existing pumps will utilize across-the-line start and soft starts nor VFDs will be provided.

**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: December 15th, 2021 through December 31st, 2023

Proposed Schedule

We are prepared to meet or exceed the schedule provided in the following tables, assuming a Notice to Proceed date of November 29, 2021.

Milestone	Date
Topographic Survey	December 24, 2021
Conceptual Design Submittal	January 21, 2022
City Review	2 Weeks
60% Design Submittal	March 4, 2022
City Review	2 Weeks
90% Design Submittal	April 13, 2022
City Review	2 Weeks
Final Design Submittal	May 18, 2022

EXHIBIT "C"

COMPENSATION

a. Total Compensation. The total obligation of City under this Contract shall not exceed \$124,638.00

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.

Task	Fee
Task 1 – Project Management, Quality Assurance/Quality Control, and Meetings	\$12,690
Task 2 – Topographic Survey	\$5,900
Task 3 – Contract Document Development	\$81,683
Task 4 – Hydropneumatic Tank Electrical Service (Optional)	\$4,365
Task 5 – Additional Engineering Services	\$20,000
Total	\$124,638

City of Watsonville
Poppy Hill Booster Pump Station



	Task	ENGINEERING						SURVEYING			ADMIN SUPPORT	Hours	Rate	Total	
		Principal Engineer - PG	Lead Engineer - LE	Lead Engineer - LE	Supervising Engineer - AW	Senior Project Engineer - NB	Project Engineer - JD	Principal Surveyor	Associate Project Surveyor	1- Person Field Survey Crew					
	2021 Rate	\$2,400	\$2,400	\$2,400	\$2,400	\$1,800	\$1,800	\$1,800	\$1,800	\$1,800	\$1,800	\$1,800			
1 – Project Management	Task 1														
1.1 Project Management	Task 1.1	1	2										2	\$5,970	\$5,970
1.2 Quality Assurance/Quality Control	Task 1.2												1	\$2,300	\$2,300
1.3 Meetings	Task 1.3	1	1	1	1	1							20	\$4,140	\$4,140
Task 1 Subtotal		6	32	12	4	4	0	0	0	0	2	60	\$12,690	\$12,690	
2 – Topographic Survey	Task 2														
2.1 Topographic Survey	Task 2.1						8	12	12				32	\$5,900	\$5,900
Task 2 Subtotal		0	0	0	0	0	8	12	12	0	0	32	\$5,900	\$5,900	
3 – Contract Document Development	Task 3														
3.1 Conceptual Design	Task 3.1		16		20	8	18						62	\$12,020	\$12,020
3.2 60% Design	Task 3.2		16		28	16	40						100	\$18,880	\$18,880
3.3 90% Design	Task 3.3		20		32	24	24						100	\$19,340	\$19,340
3.4 Final Design	Task 3.4		8		16	8	12						44	\$8,480	\$8,480
Task 3 Subtotal		0	60	0	96	56	94	0	0	0	0	306	\$58,720	\$58,720	
4 – Hydropneumatic Tank Electrical Service	Task 4														
4.1 Hydropneumatic Tank Electrical Service	Task 4.1		2			2	4						8	\$1,490	\$1,490
Task 4 Subtotal		0	2	0	0	2	4	0	0	0	0	8	\$1,490	\$1,490	
5 – Additional Engineering Services	Task 5														
5.1 Additional Engineering Services	Task 5.1												0	\$0	\$0
Task 5 Subtotal		0	0	0	0	0	0	0	0	0	0	0	\$0	\$0	
Hours		6	94	12	100	62	98	8	12	12	2				
Cost		\$1,440	\$20,210	\$2,580	\$20,000	\$11,780	\$16,660	\$1,880	\$1,800	\$2,220	\$230				

Task	SUBCONSULTANTS		
	SSG	Ferris Consulting	Total Consultant Costs
Task 1			
Task 1.1	\$0	\$0	\$0
Task 1.2	\$0	\$0	\$0
Task 1.3	\$0	\$0	\$0
Task 2	\$0	\$0	\$0
Task 2.1	\$0	\$0	\$0
Task 3	\$1,000	\$5,000	\$6,000
Task 3.1	\$1,000	\$5,000	\$6,000
Task 3.2	\$2,500	\$3,500	\$6,000
Task 3.3	\$1,250	\$3,500	\$4,750
Task 3.4	\$1,000	\$3,000	\$4,000
Task 4	\$5,750	\$15,000	\$20,750
Task 4.1	\$0	\$2,500	\$2,500
Task 5	\$0	\$0	\$0
Task 5.1	\$0	\$0	\$0

Task	MNS Engineers	Reimbursable Costs
Task 1		
Task 1.1	\$0	\$0
Task 1.2	\$0	\$0
Task 1.3	\$0	\$0
Task 2	\$0	\$0
Task 2.1	\$0	\$0
Task 3	\$0	\$0
Task 3.1	\$0	\$0
Task 3.2	\$0	\$0
Task 3.3	\$0	\$0
Task 3.4	\$0	\$0
Task 4	\$0	\$0
Task 4.1	\$0	\$0
Task 5	\$20,000	\$20,000
Task 5.1	\$20,000	\$20,000

Task	Total Consultant Costs	Total Subconsultant Costs & All Reimbursable Expenses With 15% Markup	Total
Task 1			
Task 1.1	\$5,970	\$6,865	\$5,970
Task 1.2	\$2,380	\$2,738	\$2,580
Task 1.3	\$4,140	\$4,761	\$4,140
Task 2	\$5,900	\$6,785	\$5,900
Task 2.1	\$5,900	\$6,785	\$5,900
Task 3	\$58,720	\$67,928	\$58,720
Task 3.1	\$12,020	\$13,824	\$18,020
Task 3.2	\$18,880	\$21,812	\$25,780
Task 3.3	\$19,340	\$22,241	\$24,803
Task 3.4	\$8,480	\$9,763	\$13,080
Task 4	\$1,490	\$1,714	\$1,490
Task 4.1	\$1,490	\$1,714	\$4,365
Task 5	\$20,000	\$23,000	\$20,000
Task 5.1	\$0	\$20,000	\$20,000
Task 5 Subtotal	\$20,000	\$23,000	\$20,000

Sub-Total 406 \$ 78,800 \$5,750 \$17,500 \$23,250 \$20,000 \$20,000 \$78,800 \$45,838 \$124,638