



Watsonville Municipal Airport
100 Aviation Way
Watsonville, California 95076
(831) 768-3575

Request for Qualifications Airport Architectural, and Engineering Consultant Services

City of Watsonville
Watsonville Municipal Airport

August 15, 2025

Submittal Due Date:
September 30, 2025
No later than 5:00 P.M.

Mail to Address:
Watsonville
Municipal Airport
100 Aviation Way
Watsonville, California 95076
Attention: Sam Rosas

Email to: sam.rosas@watsonville.gov

August 15, 2025

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NOTICE OF REQUEST FOR QUALIFICATIONS

I. NOTICE OF REQUEST FOR QUALIFICATIONS

A. Purpose

In accordance with Federal Aviation Administration (FAA) and City of Watsonville (City) requirements, the City is formally requesting statements of qualification (SOQ) from professional consultant firms with a strong background and understanding in architectural, engineering and construction of airport improvements.

The City wishes to retain these services for a 5-year contract period commencing November 1, 2025, through October 30, 2030. The firm selected will assist the City with proposed projects and improvements for the Watsonville Municipal Airport (Airport). The types of services include, but are not limited to, the following:

- architectural services;
- general engineering services;
- preparation and administration of necessary applications and documents for FAA Airport Improvement Program (AIP) grant funding.
- providing airport planning services as required by the City.
- providing engineering design and other services as required;
- providing construction administration, inspection, and testing services during construction projects; and meeting attendance at s as required.

B. Requirements

The ideal firm shall have substantial experience consisting of at least 10 years providing the requested services identified herein. Additionally, the experience should include (1) identifying future FAA grant projects, (2) preparation of FAA grant applications and documentation, (3) preparation of design and project plans and specifications for FAA grant projects, (4) providing assistance in the contractor bid process, and (5) serving as grant manager and project manager during the construction phase of airport planning and development projects involving the FAA.

The City has established an overall Disadvantaged Business Enterprise (DBE) goal of 4.42%. The firm shall convey a good faith effort, as defined in 49 Code of Federal Regulations (CFR) Part 26, to subcontract 4.42% of the dollar value of the prime contract to certified DBE consultants as defined in 49 CFR Part 26.



C. Expected Timeline

The schedule for this RFQ process (which is subject to change) follows:

RFQ Schedule	
Milestone	Date
RFQ Published	08/15/2025
Pre-Submittal Meeting (not mandatory)	08/27/2025
Question Submittal Due Date	09/03/2025
Due Date for Submittals	09/30/2025
Interview Selected Firms (if necessary)	10/07/2025
Selected Firm(s) Notified	10/14/2025
City Council Approves Award	10/28/2025

D. Delivery of Statement of Qualifications

The maximum size of the submittals, including all cover, cover page, table of content, attachments, diagrams, or other information shall not exceed thirty (35) pages. Respondents may utilize the front and back of each page using Arial font at a size 12 point or larger. One original submittal and two copies, as well as an electronic copy on a USB must be submitted.

The SOQs must be submitted in a sealed envelope, or box, clearly marked on the outside with the words “**Airport Architectural and Engineering Consultant Services**” and must be submitted to the City prior to the submission due date at 5:00 pm Pacific Daylight Time (PDT). Facsimile and email submissions will not be accepted. All SOQs shall bear the name and address of the firm and be addressed and delivered to:

Attention: Sam Rosas
Watsonville Municipal Airport
100 Aviation Way
Watsonville, California 95076

Any SOQs received after 5:00 P.M. PDT on the submission due date will not be accepted. SOQs must conform to the requirements stipulated in this RFQ. All SOQs and other materials (if applicable) submitted by each firm in regard to this RFQ will become the property of the City and shall not be returned to the firm.



II. BACKGROUND AND GENERAL INFORMATION

A. Airport Information

The Watsonville Municipal Airport (Airport) is located on the northwest side of the City of Watsonville, California (population 52,087) - three miles from the city center. The Airport is owned and operated by the City and is the only public-use airport in Santa Cruz County. The Airport is a non-towered airport consisting of facilities that accommodate general aviation aircraft operations including: two runways, multiple taxiways/taxi lanes, aprons, tiedown areas, hangars, and specialized aviation support operations. The Airport is not served by scheduled air service or scheduled air cargo.

The Airport is designated as a General Aviation airport in the *FAA National Plan of Integrated Airport Systems (NPIAS)* and a Regional airport in the *FAA General Aviation Airports: A National Asset* study.

The Airport occupies approximately 344 acres of land and has two runways, as follows:

- Runway 2/20: 4,501 feet long and 149 feet wide, asphalt in fair condition.
 - FAA Airport Reference Code designation of B II
 - Runway 20 has a displaced threshold of 600 feet.
 - Maximum allowable gross weight (in thousands): Single Wheel 81.0, Dual Wheel 96.0 and 2 Dual Wheels in Tandem 167.0.
- Runway 9/27: 3,999 feet long and 98 feet wide, asphalt in fair condition.
 - FAA Airport Reference Code designation of B I
 - Maximum allowable gross weight (in thousands): Single Wheel 45.0, Dual Wheel 65.0.

Taxiways are 50 feet wide and include a full-length parallel taxiway for each runway. Over 300 corporate and privately-owned aircraft are based at KWVI. Total aircraft annual operations for period ending June 30, 2025, are 67,400 which included 35,900 local and 31,500 itinerant operations and 80 military operations. For additional information see the <https://www.watsonville.gov/DocumentCenter/View/22267/KWVI-2023-AIRPORT-LAYOUT-PLAN-Sheet-2>.

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The Airport supports the largest extant population of the Santa Cruz tarplant (*Holocarpha macradenia*). The number of individual Santa Cruz tarplants located on the Airport far surpasses the total of all other populations combined. The Santa Cruz tarplant is listed by the United States government as threatened and by the State of California as endangered. Numerous environmental surveys have been conducted in recent years to determine the extent of the Santa Cruz tarplant population at the Airport. A 2024 survey found an estimated 900,000 individual plants spread over approximately 25 acres. The presence of the Santa Cruz tarplant creates unique challenges when designing and developing airfield infrastructure.



TEN-YEAR AIRPORT CAPITAL IMPROVEMENT PLAN

III. TEN-YEAR AIRPORT CAPITAL IMPROVEMENT PLAN

A. Overview

The Airport has submitted a ten-year Airport Capital Improvement Plan (ACIP), as depicted below, to the FAA that includes several planning, construction, design, and environmental projects. Below is a synopsis of the 10-year ACIP showing the total estimated cost of the projects.

California Division of Aeronautics CIP Projects and Year 2025 - 2034 by Year

		Status	FAA	State	Local	Total
NPIAS Facility						
Program Year: 2025						
WATSONVILLE MUNICIPAL AIRPORT - General Aviation						
	Design- Reconstruct Permanent Tie-down Apron (Area 7)	CIP	184,500.00	9,225.00	11,275.00	\$205,000.00
	Pollution Control System Design and Electrical Construction	CIP	114,525.00	5,726.25	6,998.75	\$127,250.00
	SubTotal:		\$299,025.00	\$14,951.25	\$18,273.75	\$332,250.00
Program Year: 2026						
WATSONVILLE MUNICIPAL AIRPORT - General Aviation						
	Design- Lease Hold Taxi Lane Connector	CIP	70,200.00	3,510.00	4,290.00	\$78,000.00
	SubTotal:		\$70,200.00	\$3,510.00	\$4,290.00	\$78,000.00
Program Year: 2027						
WATSONVILLE MUNICIPAL AIRPORT - General Aviation						
	Construction- Reconstruct Permanent Tie-Down Apron (Area A7)	CIP	1,749,525.30	87,476.27	106,915.44	\$1,943,917.00
	Construction- Reconstruct Permanent Tie-Down Apron (Area A7)	CIP	473,474.70	23,673.74	28,934.57	\$526,083.00
	SubTotal:		\$2,223,000.00	\$111,150.00	\$135,850.00	\$2,470,000.00
Program Year: 2028						
WATSONVILLE MUNICIPAL AIRPORT - General Aviation						
	Construction- Lease Hold Taxi Lane Connector	CIP	365,400.00	18,270.00	22,330.00	\$406,000.00
	Design- Reconstruct South Side Tee Hangar Taxilanes	CIP	187,200.00	9,360.00	11,440.00	\$208,000.00
	Design-Rehabilitate Drainage Serving Existing East G.A. Apron	CIP	184,500.00	9,225.00	11,275.00	\$205,000.00
	SubTotal:		\$737,100.00	\$36,855.00	\$45,045.00	\$819,000.00
Program Year: 2029						
WATSONVILLE MUNICIPAL AIRPORT - General Aviation						
	Construction- Reconstruct South Side Tee Hangar Taxilanes	CIP	2,187,900.00	109,395.00	133,705.00	\$2,431,000.00
	SubTotal:		\$2,187,900.00	\$109,395.00	\$133,705.00	\$2,431,000.00
Program Year: 2030						
WATSONVILLE MUNICIPAL AIRPORT - General Aviation						
	Construct - Rehabilitate Drainage Serving East GA Apron and	CIP	1,930,950.00	96,547.50	118,002.50	\$2,145,500.00
	SubTotal:		\$1,930,950.00	\$96,547.50	\$118,002.50	\$2,145,500.00
Program Year: 2032						
WATSONVILLE MUNICIPAL AIRPORT - General Aviation						
	PMMP Update	CIP	108,000.00	5,400.00	6,600.00	\$120,000.00
	SubTotal:		\$108,000.00	\$5,400.00	\$6,600.00	\$120,000.00
Program Year: 2033						
WATSONVILLE MUNICIPAL AIRPORT - General Aviation						
	ALP Update with Narrative	CIP	270,000.00	13,500.00	16,500.00	\$300,000.00
	SubTotal:		\$270,000.00	\$13,500.00	\$16,500.00	\$300,000.00
Program Year: 2034						
WATSONVILLE MUNICIPAL AIRPORT - General Aviation						
	Service Road to on Field PLA	CIP	99,000.00	4,950.00	6,050.00	\$110,000.00
	SubTotal:		\$99,000.00	\$4,950.00	\$6,050.00	\$110,000.00

IV. REQUESTED SCOPE OF SERVICES

The types of requested services include architectural, engineering (general and specialized) and construction of airport improvements. Specifically, the City is requesting qualifications for the five services listed below:

1. Architectural Services:

- a. Preliminary Phase – defining scope of the project and establishing preliminary requirements
- b. Design Phase – complete project design including preparation of architectural reports and recommendations as well as preparing detailed plans, specifications, cost estimates, and project schedules (design and construction)
- c. Bidding and Negotiation Phase – advertising and securing bids, attending pre-bid conferences, analyzing bid results, negotiating for services, furnishing recommendations for award, and preparation of contract documents
- d. Construction Phase – consultation and guidance during construction
- e. Project Closeout Phase – services rendered after the completion of a project including making final inspections and project acceptance
- f. Other architectural services as required

2. General Engineering Services:

- a. Airport related engineering design and development services
- b. Local agency interface and project permitting
- c. Comprehensive project management covering all project phases
- d. Attendance at meetings as requested
- e. General support for engineering related projects
- f. Other engineering services as required

3. Specialized Engineering Services:

- a. Project design services for both FAA grant eligible and non-FAA grant eligible projects
- b. AIP grant administration
- c. Airfield pavements and related infrastructure
- d. Maintenance and implementation of the Airport five-year ACIP including airport infrastructures, facility plans, storm water management plans, utilities plans, and pavement maintenance plans
- e. Other specialized services as required

V. SUBMITTAL REQUIREMENTS

Interested firms are invited to submit a SOQ for anyone or all requested services listed above.

The SOQ should include detailed information about the firm's interest, qualifications, current relevant experience with planning, design, and engineering of airports and airfield improvement projects funded by FAA AIP grants or state funding and resumes of key personnel.

Selection criteria contained in FAA Advisory Circular 150/5100-14, as amended, will be considered as well.

A Required Statement of Qualification Information

The following information should be included in the submittals:

- Detailed information about the prospective firm's interest
- Detailed discussion of the prospective firm's experience and qualifications relative to the requested services
- Detail years of experience firm and any proposed teaming partners have in providing the airport services requested herein. Provide a list and brief description of no more than five relevant airport projects completed and associated work performed by the consultant within the last ten (10) years to include:
 - Project name
 - Project location
 - Contact person, title, telephone number and/or email
 - Date of project (year)
 - A description of project scope provided similar to the services requested herein
 - Describe the specific level of involvement of the firm and individual team members, focusing on key personnel. Indicate issues addressed with related outcomes and how these examples relate to the proposed scope of services. Identify related cost escalations or overruns. Complete project descriptions may be included as an appendix.
- Describe proposed project manager's experience, expertise, and commitment related to other airport projects and ability to manage staff and subconsultants. Include length of time with current firm and previous relevant management experience.
- Detail team's knowledge, experience, and capabilities relevant to successful completion of projects. Describe technical experience, capability, and expertise of key personnel that will be assigned to the project. Resumes of key personnel including relevant experience shall be included as an appendix.
- Provide information as to planned staffing for public meetings. Describe public speaking background of responsible personnel and their experience with airport projects.

- Address availability and commitment of the project manager and key personnel relative to their involvement with other on-going or anticipated projects.
- Demonstrate an ability and commitment to undertake the proposed scope of services immediately and dedicate the necessary personnel and resources to meet the proposed schedule.
- Familiarity with the Airport or similarly situated airports (uncontrolled general aviation airports).

B. Minimum Qualifications

The following minimum experience criteria have been established as a basis for qualifying the eligibility of a firm as shown below:

- Recent experience: minimum of 5 completed projects within the last 5 years in preparation of grant documents and grant closing out for similar projects in the Western-Pacific Region of the FAA for airport architectural, engineering, and construction management projects.
- Recent experience: minimum of 5 completed projects in the last 5 years in architectural, engineering, and construction management, bid plans, specifications, and engineer's estimate preparation, bid analysis, and bid support for airport architectural, engineering, and construction management projects.
- Recent experience: minimum of 5 completed projects within the last 5 years in construction administration and management including the preparation of grant payment requests for similar projects within the Western-Pacific Region of the FAA.
- Recent experience: minimum of 3 completed projects within the last 5 years in airport environmental experience including site assessments, investigation, rehabilitation and management plans related to habitats of threatened and endangered flora, fauna, and endangered species.
- Demonstrated quality control, checks and balances, and compliance with FAA and State of California policies, procedures, and timelines.
- Recent experience in preparing annual ACIP submittals (FAA and California Department of Transportation).
- Current workload and ability to meet project schedules or deadlines.
- Evidence that the firm has made good faith efforts in meeting DBE goals (49 CFR § 26.53).

VI. SUBMITTAL FORMAT

Respondent's submittal shall be clear, accurate, and comprehensive. Excessive or irrelevant materials will not be favorably received. Submittals shall be signed by an individual or individuals authorized to execute legal documents on behalf of the respondent.

A. Proposal Requirements

Proposals shall contain the following items:

- Transmittal cover letter
- Table of contents
- Executive summary
- Firm Information
 - Legal name of entity, entities or joint venture
 - Contact information to include mailing address and telephone
 - Attach description or organizational chart of the firm's proposed management structure depicting key personnel and responsibilities, including subcontractors (if applicable). Identify the individual that will be the primary day-to-day contact including contact information and email address. Indicate the process that will be implemented to maintain interaction between project team members and Airport staff.
 - Identify all other firms (including DBE firms) on the team and their role, experience, and qualifications.
 - The selected firm shall comply with the City and Department of Transportation Regulations 49 CFR Part 26. The consultant may be required to submit monthly status reports to the FAA.
- Identification of assigned personnel
 - Names and specific qualifications, experience, skill set, fit, and appropriate licenses held, if applicable, of key personnel to be assigned to the project.
- Understanding of the required services
 - Detailed description of the respondent's approach to providing requested services
- References
 - Five references regarding the respondent's experience and performance performing similar services including the following information:
 - Organization contact name, mailing address, telephone, and email
 - Project size and description
- List of representative projects undertaken by the respondent in the last 5 years demonstrating experience
- Additional Information

- Attach additional background information regarding qualifications and experience of firm's organization, teaming partners (if applicable), and personnel that may be useful to the City in evaluating firm capabilities.
- Subcontracting
 - Respondent must clearly indicate if firm is considering subcontracting portions of the engagement and identify the name of the proposed subcontracting firm(s). Following the award of the contract, no additional subcontracting will be permitted without the express prior written consent of the City.

B. Inquiries or Clarifications

Inquiries or clarifications regarding this Request for Qualifications must be submitted before the Question Submittal Due Date to the following individual:

Mr. Sam Rosas
Airport Operations Manager
Watsonville Municipal Airport
sam.rosas@watsonville.gov
(831) 768-3581

VII. EVALUATION AND SELECTION PROCESS

A. Evaluation Criteria

Only those submittals received on time and in proper form will be accepted. Fully competent respondents with the necessary experience, organization and financial capacity to fulfill the requirements of this RFQ and possessing the necessary certificates and licenses will be considered.

After receipt of the submittals, the City will rank the eligibility of each submittal to be considered. The following criteria outlines the evaluation criteria for consultant selection.

- Conformance with FAA AC 150/5100-14, as amended, will be considered
- Experience and capability of the respondent including, but not limited to, the following:
 - Understanding of the tasks to be performed
 - Quality of projects previously undertaken and proven capability to complete projects without having major cost escalations or overruns.
 - Ability to furnish qualified inspectors for construction inspection, if applicable
 - Qualifications of the project manager, senior staff, and key personnel
 - Familiarity with and proximity to the Airport
 - Location of office where work will be performed and/or capability of a branch office (if applicable) to perform independently of the corporate office, or conversely, its capability to obtain necessary support from the corporate office
 - Ability to attend meetings (project/staff/public/council)
 - Experience with airport construction projects (i.e. award amount, engineer's estimate, final construction costs, initial and final construction period, etc.)
 - Process used for design and construction projects
 - Familiarity/experience with State of California specific legal requirements
 - Experience working in environmentally sensitive areas (i.e. threatened/ endangered animal/plant species)
 - Understanding of the project's potential challenges
 - Experience working with appointed and/or elected officials in a successful manner
 - Respondent references

B. Selection Criteria

All conforming submittals will be evaluated by the City based on the following criteria (in no particular order):

Selection Criteria	
Criteria	Percent
Specific qualifications, experience, skill set fit, and appropriate licenses, if applicable, of the primary staff required for the work	20%
Experience and availability of key personnel	20%
Knowledge, experience, and requirements related to FAA funded projects	20%
Project approach	15%
Past performance on similar projects	10%
DBE compliance	5%
Quality and comprehensiveness of the SOQ	10%

Price Submittals – Please note that this is a request for a Statement of Qualifications; a detailed cost proposal is not being requested at this time. Final project costs will be determined through negotiations with the selected respondent. If project cost negotiations with the selected respondents are unsuccessful, the City reserves the right to enter into negotiations with other qualified firms.

If a selection cannot be made based on qualification statements, the most qualified consultants may be contacted to provide additional information. If warranted, detailed interviews will be requested.

At the conclusion of the solicitation period, the City will review each submission and then rank the SOQs according to evaluation criteria. During the evaluation process, the City reserves the right, where it may serve the City’s best interest, to request additional information or clarifications from proposers, or to allow corrections of errors or omissions.

Upon determination of the highest ranked firm, the City will endeavor to negotiate a mutually agreeable scope of services and fee with the selected respondent. In the event that the City is unable to reach agreement, the City will proceed, at its sole discretion, to negotiate with the next qualified firm selected by the City.

Interviews – The City may, at the City’s sole discretion, invite a shortlist of respondents to participate in an oral presentation or a panel interview. No respondent shall be entitled to or otherwise be guaranteed an interview with the City.

Award of Contract – If awarded, the contract will be awarded to the respondent selected on the basis of information provided in the SOQ, the results of the City’s research and investigation, and, if conducted, interviews. The City reserves the right to reject all submittals and to contract for services in the manner that most benefits the City, including awarding more than one contract if desired.

Final Selection –

The City will select a respondent based on the recommendation of the review committee with the Airport Director approval and recommendation to City Manager for City Council contract award.

VIII. TERMS AND CONDITIONS

Respondent is encouraged to review this RFQ carefully in its entirety prior to preparation of its submittal. The City reserves the right to reject any or all SOQs or to select the SOQ most advantageous to the City. The City reserves the right to verify all information submitted.

A. General Terms and Conditions

Amendments to RFQ – The City reserves the right to amend the RFQ or issue a Notice of Amendment to answer questions for clarification. If issued, respondents shall indicate review of the Notice of Amendment.

No Commitment to Award – Issuance of this RFQ and receipt of submittal does not commit the City to award a contract. The City expressly reserves the right to postpone the award of contract for its own convenience, to accept or reject any or all submittals received in response to this RFQ, to negotiate with more than one respondent concurrently, or to cancel all or part of this RFQ.

Amendments to Submittals – No amendment, addendum or modification will be accepted after the submittal deadline. Respondents may modify or amend its SOQ only if the City receives the amendment prior to the submittal deadline.

Non-Responsive Submittals – A SOQ may be considered non-responsive if conditional, incomplete, or containing alterations of form, additions not called for, or other irregularities that may constitute a material change.

Late Submittals – The City will not be responsible for delinquent submittals and/or respondent's inability to submit before the closing date and time.

Costs Associated with Submittal – The City assumes no obligation in the solicitation of the SOQ, and all costs of responding to the solicitation shall be borne by the interested firm. The City will evaluate all pertinent information and will endeavor to select from the respondents submitting a complete SOQ. If a selection cannot be made on the basis of the SOQs, the City reserves the right to select the most qualified respondent to provide additional information and, if warranted, detailed interviews.

Acceptance of Terms – Unless notated in the SOQ, respondent agrees to accept the terms and conditions of this RFQ including, but not limited to, the City's *Agreement for Professional Services* (Agreement) which is included as Attachment 2. Respondent is directed to carefully review the *Agreement for Professional Services* and in particular, the insurance and indemnification provisions. The successful respondent shall submit all required proof of insurance forms prior to the execution of the Agreement.

An agreement executed shall not be submitted with the SOQ. The final Agreement will incorporate the negotiated scope of services after resolution of any notated areas related to Attachment 1.

B. Responsibility of Successful Consultant

Time is of the Essence – It is expected that within thirty (30) calendar days of being notified by the City, the successful respondent shall enter into an *Agreement for Professional Services* with the City. Upon Notification to Proceed, the successful respondent shall initiate the scope of services in accordance with the executed *Agreement for Professional Services*.

C. Terms and Conditions

Binding Offer – SOQs shall remain valid for a period of ninety (90) days following the Submittal deadline and will be considered a binding offer to perform the required services, assuming all terms are satisfactorily negotiated. The submission of a SOQ shall be deemed as proof that the respondent agrees to the terms and conditions of this SOQ and the Agreement.

Collusion – Submittals may be rejected if there is reason for believing that collusion exists among respondents, and no participant in such collusion will be considered in any future submittals for the next six (6) months following the date of the submittal submission.

Records and Data – All correspondence with the City, including responses to this RFQ, will become the exclusive property of the City and will become public records under the California Public Records Act. All documents submitted will be subject to disclosure if requested by a member of the public in conformance with all applicable legal requirements. During the selection process, until a respondent is selected, the City will not disclose submittals, except as otherwise required under applicable law.



IX. ATTACHMENTS

**CONTRACT FOR CONSULTANT SERVICES BETWEEN
THE CITY OF WATSONVILLE AND _____**

THIS CONTRACT, is made and entered into this _____,
by and between the **City of Watsonville**, a municipal corporation, hereinafter called
"City," and _____, 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
_____, 20__ to _____, 20__, 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

ADD INFORMATION

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, City Manager

BY _____
[Name, Title]

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:

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:



EXHIBIT "C"

COMPENSATION

a. Total Compensation. The total obligation of City under this Contract shall not exceed _____.

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.