## 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 execution of this contract to December 31, 2024, 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

#### CONSULTANT

City Clerk's Office 275 Main Street, Suite 400 Watsonville, CA 95076 (831) 768-3040 Harris & Associates, Inc. 1401 Willow Pass Rd., Suite 500 Concord, CA 94520 (619) 200-6442

#### **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 Rene Mendez, City Manager	BY Mark Nassar, Vice President
ATTEST:	
BYIrwin I. Ortiz, City Clerk	
APPROVED AS TO FORM:	
BYSamantha W_Zutler_City_Attorney	

#### SCOPE OF ERVICES

The scope of services is as follows:

The scope of services to be provided by Consultant shall include all the tasks to complete the Pavement Master Plan and ADA Curb Ramp Classification as described in the Consultant's proposal dated January 4, 2024, incorporated herein as attachment **Exhibit A-1**.

The scope of services shall specifically include the following Tasks as identified in the Consultant's proposal with the addition of Task 8 (Field Distress and StreetSaver Training) and the optional ADA Curb Ramp Classification Task 9 included at the City's direction.

- Task 1 Project Management
  - Task 1.1 Meetings
  - Task 1.2 Project Updates
- Task 2 PMP Audit & Update
  - Task 2.1 PMP Audit
  - Task 2.2 Enter Maintenance & Rehabilitation Data
- Task 3 Pavement Condition Surveys / Field QA-QC / Data Entry / PCI Calculations
  - Task 3.1 Pavement Distress Surveys
  - Task 3.2 Quality Control Checks (QC Field Inspection)
  - Task 3.3 Field Inspection Data Entry
  - Task 3.4 PCI Calculation & QC Checks (QC PMP Database)
- Task 4 Budget Analysis
  - Task 4.1 Update Maintenance & Rehabilitation Strategies
  - Task 4.2 Define & Modify Future Cost Assumptions
  - Task 4.3 Define Budget Assumptions
  - Task 4.4 Calculate Budget Needs
  - Task 4.5 Calculate Budget Scenarios
- Task 5 GIS Segmentation / Map Integration
- Task 6 Reports (Draft & Final)
  - o Task 6.1 Draft Report
  - Task 6.2 Final Report
- Task 7 Community Engagement
- Task 8 Training (Field Distress & StreetSaver Program)
  - Task 8.1 Field Distress
  - Task 8.2 StreetSaver Program Training
- Task 9 ADA Curb Ramp Classification

#### **Pavement Master Plan Proposal**

#### 5. UNDERSTANDING OF SCOPE OF WORK

Our team has an effective understanding of the scope of work from the City's RFP. In our approach, we have modified the item sequence to optimize the workflow, making sure all RFP tasks are included and further expanded upon. We have restructured and referenced the City's listed tasks for clarity and comprehensive coverage. These strategic improvements are designed to execute the project efficiently and effectively. Harris will take on the responsibility of developing the Master Plan, which will guide the City's PMP expenditures for the upcoming five years. Our consultant team will provide direct reports to both the City Engineer and the City's Pavement Program Manager consultant. In alignment with the City's expectations for this project, Harris has crafted the following Work Plan/Scope of Work, drawing from our understanding of the City's requirements and our expertise gained from completing more than 330 Pavement Master Plans.

## TASK 1. PROJECT MANAGEMENT (REFER TO TASK 8: PROJECT MANAGEMENT IN RFP)

#### Task 1.1. Meetings

Harris will initiate a kick-off meeting with the City to facilitate discussions on project guidelines and establish a standardized approach to services, deliverable formats, and project administration. In collaboration with City representatives, Harris will confirm the scope of work. During this meeting, the team will address various topics, including current pavement maintenance procedures, the project schedule and budget, availability of project documents, project goals, the quality control plan, and the delineation of responsibilities for each party involved. The objective of this comprehensive meeting is to confirm a clear understanding of the project's full scope and the City's specific requirements before commencing work.

In addition to the kick-off meeting, Harris will conduct biweekly coordination meetings via video conference (or in person during the field review process) with City staff and the Pavement Program Manager consultant throughout the project duration. Harris will prepare meeting minutes and action items to track project development and implementation. These web meetings will also serve as opportunities for post-survey discussions, a review meeting for the draft report prior to finalization, and any necessary interim meetings to maintain project progress and adhere to timelines.

#### Task 1.1 Deliverables

· Meeting minutes and action items

#### Task 1.2. Project Updates

Harris will submit project updates via e-mail and will communicate with the City's Project Manager to facilitate the project.

### OVERVIEW OF OUR PMP UPDATE PROCESS PMP UPDATE PROCESS KICKOFF MEETING WITH THE CITY To confirm schedule, sequence of work, budget, scope of work, deliverables, progress reporting, communication, safety, and other procedural items. PMP DATABASE AUDIT Harris will Audit and prepare list of all streets and inspection units to be included in the project (by adding accepted streets, updating, preventive and rehab work since the last update and updating Street centerline shape file with the missing sections in the StreetSaver GIS toolbox). 0 DATA INPUT AND PCI CALCULATIONS POST SURVEY MEETING WITH THE CITY DECISION TREE UPDATES BUDGET OPTIONS/ANALYISIS AND PROGRAM RECOMMENDATIONS DRAFT REPORT DRAFT REPORT MEETING WITH THE CITY FINAL REPORT Harris' PMP update process takes a streamlined approach to make sure each step is completed efficiently and to your standards.

This will include monitoring budgets, invoices, resources, and schedule/milestone tracking, and it will benefit the City by providing timely updates of project progress.

#### Task 1.2 Deliverables

· Project progress schedule with milestone activities (via email)

## TASK 2. PMP AUDIT & UPDATE (REFER TO TASK 1: PAVEMENT SECTION DEFINITIONS IN RFP)

#### Task 2.1. PMP Audit

Harris will utilize the Metropolitan Transportation Commission's (MTC's) StreetSaver\* Online Version to thoroughly review and audit the City's street network data

#### **Pavement Master Plan Proposal**

and attributes such as street name, limits, functional class, measurements, surface type, lanes, and original date of construction. Furthermore, new street sections will be added to the database, while streets not under the City's responsibility, if any, will be removed. This comprehensive data preparation is crucial for the upcoming field surveys, where inspection sheets will be generated for the field crew. The identified sections and attributes will be verified, modified, and updated based on the observations and data collected during the field distress surveys (see Task 3.1).

Upon completion of this task, we will confirm that the City's street centerline shapefile is accurately segmented and integrated with the StreetSaver program. This critical step confirms precise data representation in the program. Subsequently, in Task 5, we will perform further GIS segmentation and develop color-coded pavement maps, categorizing streets by classification across the city and by City Council districts.

#### Task 2.1 Deltverables

- · Pavement section definitions (Excel format)
- Street centerline shapefile (provided only if the existing integrated shapefile is already segmented. If segmentation is incomplete, it will be addressed in Task 5, post-fieldwork, incorporating any field-recommended changes).

#### Task 2.2. Enter Maintenance & Rehabilitation Data

The historical treatment (overlays, reconstructions, and surface seals) data is extremely useful for determining future treatments and predicting the performance of various pavement sections. Therefore, collecting and entering this information is highly recommended. Harris will input treatment data for segments which have records of receiving treatments. Data on these segments must be provided by the City in the form of treatment maps or pavement segment lists detailing the treatment type, date, and limits. This task will provide the City with updated maintenance data in the StreetSaver\* program for future use.

#### Task 2.2 Deltverables

· Applied maintenance treatment report

# TASK 3. PAVEMENT CONDITION SURVEYS/FIELD QA-QC/DATA ENTRY/PCI CALCULATIONS (REFER TO TASK 2: PCI RATING AND TASK 3: PAVEMENT SECTION FAILURE CLASSIFICATION IN RFP)

#### Task 3.1. Pavement Distress Surveys

Harris will conduct pavement distress surveys on the City of Watsonville's entire street network of approximately 84 centerline miles (180.35 lane miles), including newly added streets, if any. The surveys aim to identify pavement distress and follow the latest MTC Pavement Distress Manuals (AC 4th Editions, PCC 3rd Edition, June 2016). All Harris surveyors are certified by MTC and possess the necessary competence and accuracy to perform inspections. The inspection method

employed for condition surveys aligns with the approach utilized to demonstrate proficiency in conducting PMP distress surveys.

Before pavement surveys begin, a list of streets to be surveyed (with parameters) will be created for the field crew, using the City's StreetSaver® online database. This will allow the pavement inspectors to verify the accuracy of management section information easily and quickly during the survey process. Information to be verified includes the name, begin/end limits, segment ID, length, width, surface type, functional classification, number of lanes, surface condition, surface distress, and PCI.

Harris Inspectors will be looking for the eight pavement distresses of flexible pavement that include, but are not limited to: 1) Alligator Cracking; 2) Block Cracking; 3) Distortions; 4) Longitudinal and Transverse Cracking; 5) Patching and Utility Cuts; 6) Rutting and Depression; 7) Weathering; and 8) Raveling.

Rigid pavements will be inspected for seven distresses:

1) Corner Break; 2) Divided (Shattered) Slab; 3) Faulting;
4) Linear Cracking; 5) Patching and Utility Cuts; 6) Scaling/Map Cracking/Crazing; and 7) Spalling.

Under this method, pavement distress, severity, and quantity of distress data is recorded for a representative sample of a pavement segment. Each pavement segment will be reviewed in its entirety to determine the most representative sample unit. In addition to verifying the street segment data and attributes and pavement distress data collection, the inspector will also record observations, which may identify proposed adjustments to pavement section definitions as needed and will be submitted to the City upon completion of the surveys. This process will assure the most up-to-date condition data for the pavement network and accurate budget projections to maximize program funding.

We note that field distress and StreetSaver training were not requested in the RFP. However, we invite City staff to join our field inspection training during our fieldwork and, at the project's end, we are happy to provide StreetSaver program training. This will help the staff gain practical skills in both areas.

#### Task 3.1 Deltverables

- · List of streets to be surveyed
- · Pavement distress data
- Notes on proposed adjustments to pavement section definitions as needed

#### Task 3.2. Quality Control Checks (QC Field Inspection)

Quality control checks are a critical element of developing a Pavement Master Plan given the large amount of data to be collected and processed. We include a superior QC module in all our projects.

#### **Pavement Master Plan Proposal**

A copy of Harris' Pavement Management System (PMS) QA/QC procedures will be provided at the kickoff meeting. As part of the process, Harris will: 1) Review field procedures and make changes as needed, in consultation with the City; 2) Verify that the field crew has all the equipment required for inspections; 3) Carry out a series of tests on the inspection data to further check accuracy, quality, missing inspections, modifications, splits, and additions; and 4) Oversee (as part of field QC) 5% of re-inspections of the total inspection mileage. This will be performed by someone other than the main inspector and will be in addition to 100% of the field distress surveys.

This step assures that pavement inspections are accurate, and that methodology is consistent between inspection crews.

#### Task 3.3. Field Inspection Data Entry (Refer to Task 4: StreetSaver Program Update In RFP)

Harris will enter all data collected into the MTC StreetSaver\* pavement management database. This task will be done in conjunction with Task 3.1. All field data collected will be uploaded into the StreetSaver\* program regularly.

## Task 3.4. PCI Calculation & QC Checks (QC PMP Database)

PCI calculations for each street segment and the entire network will be performed, utilizing data from recent field inspections and updated maintenance records. Upon completing field surveys, we input detailed distress information into the StreetSaver program for every street segment. This information includes the type of distress, its severity level (low, medium, high), and the extent of damage measured in square feet (or linear feet for longitudinal/transverse cracking). We then use these details (distress type, severity, and quantity) to calculate the PCI for each section. Our method weighs these factors according to how significantly each type of distress affects pavement performance. The comprehensive PCI for each segment is derived by amalgamating these weighted factors, giving us a numeric condition rating on a scale from 0 (worst condition) to 100 (best condition).

For distress rating, we apply algorithms developed by MTC. These algorithms start by assigning a perfect score of 100 to each pavement segment and deducting points based on the type and extent of observed distresses. The severity and density of each distress type are considered in assigning these deduction values. To illustrate this, we will include a visual example, such as the alligator cracking distress deduct curve (Exhibit 1).



Scan the QR code to view images and exhibits referenced in this Scope of Work! The total deduction value for a segment is then used to calculate its overall distress rating, ranging from 0 (indicating a failed state) to 100 (indicating an excellent state).

After the data entry process is complete, we will generate a comprehensive condition report showcasing the current PCI for each street section. Additionally, we will provide an Inventory of Inspection Units report and an Inspection Units import file (in Excel format) for each pavement section. These documents will detail the distress type, severity, and quantity, offering a thorough overview of the pavement conditions (Exhibit 2 and Images 1, 2, and 3).

As-needed additional field checks will be performed on the segments with a considerable PCI shift (-ve or +ve). Based on the follow-up field review, Harris will notify the City of any abnormalities and, if needed, will request for additional maintenance data to be updated in the StreetSaver\* database. These additional field checks will be documented in a QC log where the actions taken to correct or justify the considerable PCI shift will be explained. Harris will send a QA/QC report summarizing the QA/QC methodology, results, corrections made, and field notes or pictures taken in the field (if any) to the City. A post-survey meeting will be held with the City to review the survey results and quality management reports. This task will provide accurate PCI data for the City's use.

The project report will include a Failure Classification for each of the Pavement Section Definitions. A detailed write-up for arterial and collector streets will be provided to help in advocating for additional funding to maintain those streets. Focused write-ups on residential collector and residential streets where significant pavement failures and pavement restoration methods will also be provided.

The report will also include an Excel format report that includes the percentage of pavement failures by type for each pavement section definition, which can ultimately be imported into StreetSaver for prioritization of pavement maintenance funding.

#### Task 3.4 Deliverables

- · PCI report
- Inventory of inspection units report
- Inspection unit import file
- · Color-coded PCI map
- · Quality Management Report (QMR)
- Excel report that includes percentage of pavement failures by type for each pavement section definition

#### **Pavement Master Plan Proposal**

#### TASK 4. BUDGET ANALYSIS

#### Task 4.1. Update Maintenance & Rehabilitation Strategies (Refer to Task 4: StreetSaver Program Update and Task 6: Pavement Master Plan Report in RFP)

The StreetSaver Program uses a "treatment decision tree" to define the City's treatment strategy for each pavement section based on its functional class, surface type, and condition rating (Exhibit 3). Harris recognizes the significance of implementing timely and suitable treatments. We aim to collaborate with the City to formulate a treatment strategy that aligns the most fitting treatment with the condition of each pavement segment. Generally, surface seals like Type II Slurry Seal, Microsurfacing, and Cape Seals are recommended for sections with PCIs of 70 and above. In contrast, sections with PCIs below 65 necessitate more robust treatments such as the Three Laver Process or Hot Mix Asphalt (HMA) overlays. Our approach results in the application of appropriate treatments tailored to the specific needs of each pavement segment. Any update to this decision tree is significant to the PMP implementation as it has a major impact on the recommended work plan and budget consequences.

Harris will discuss and review the City's recent bid data to update unit costs for treatments entered in the treatment decision tree. Harris can, with the City's approval, also include the City's soft costs (i.e., staff time, design, inspection, etc.) that can be added to the treatment unit costs to reflect a fully-burdened unit cost for more conservative budgeting purposes. Harris will discuss with the City any decision tree options and treatment costs for future analyses, taking into consideration the street maintenance strategies as part of its Annual Street Resurfacing Program, as well as discussing the most efficient pavement maintenance strategy to implement annually.

Once City staff approves the final strategy, Harris will update the PMP database to reflect any changes. The developed mitigation strategies will be included in the final report.

#### Task 4.1 Deliverables

Updated Treatment Strategy, including the Treatment
Decision Tree with revised unit costs and strategy approval by
City staff, all reflected in the updated PMP database.

#### Task 4.2. Define & Modify Future Cost Assumptions

Harris will discuss with the City cost escalation factors such as annual inflation, any debt interest costs, and other factors used to project future costs.

#### Task 4.3. Define Budget Assumptions

Harris will confirm with City staff the anticipated future budgets to develop a five-year expenditure program. This will provide the City with a budget projection that accurately reflects City funding practices. Harris will discuss the most efficient pavement maintenance strategy to implement in the City annually. Neighborhood zones and prioritization by functional class will be considered to determine the areas of focus to reduce mobilization costs and demonstrate program efficiency to the public. Budgetary estimates will also consider improvements to ADA curb ramps where upgrades are triggered.

#### Task 4.4. Calculate Budget Needs

Harris will generate a budget needs analysis (unconstrained budget) that calculates the financial and work program effort needed to bring the City's pavement network to an optimum preventive maintenance cycle. This cost-benefit analysis will project condition ratings based on updated ratings for all segments and will identify the best treatment type for each segment, including preventive and rehabilitation strategies. This report will demonstrate the recommended level of funding to most effectively maintain the City's street network.

#### Task 4.4 Deliverables

· Budget needs report

#### Task 4.5. Calculate Budget Scenarios

Harris will calculate funding scenarios to evaluate the impact of current and desired funding levels of overall pavement condition and deferred maintenance costs over time. Charts comparing the impact of each funding strategy will be provided. These funding scenarios will be calculated, and reports generated. The primary emphasis of this task is to maximize the programming of street maintenance projects using the most cost-effective maintenance strategies available and considering a life-cycle cost analysis of each strategy recommended. The program recommendations will be provided to the City to be used to put pavement projects out to bid for the next five years. Scenarios will be generated for the following funding levels: 1) No funds; 2) Budget needs assessment (unconstrained funding level); 3) Maintain current PCI; 4) Improve network PCI by five points; and 5) Current funding level.

The report will show the impact of various funding levels on the City PCI and maintenance backlog.

Upon written approval from the City on the recommended Pavement Section Definitions, PCI rating, and Pavement Section Failure Classifications, Harris will be responsible for using the information to update the City's StreetSaver database and will use the information and software system to develop a 5-Year Pavement Improvement Program expenditure plan.

The StreetSaver report included within the PMP Master Plan will rank streets by their PCI ranking and by street classification type to aid in developing expenditure plan recommendations.

The report will include maps that highlight street improvements by year overlaid with City Council Districts to help advise commission/committee and City Council discussions.

#### **Pavement Master Plan Proposal**

#### Task 4.5 Deltverables

- Budget Scenario Reports detailing the impacts of various funding levels
- PCI and Deferred Maintenance Charts: Visual representations of the impact of funding scenarios on the City's PCI and maintenance backlog
- 5-Year Pavement Improvement Program Expenditure Plan developed using updated StreetSaver data.

## TASK 5. GIS SEGMENTATION/MAP INTEGRATION (REFER TO TASK 4: STREETSAVER PROGRAM UPDATE IN RFP)

Harris will review a shapefile for the PMP from the City's GIS street centerline shapefile that has been previously uploaded into the StreetSaver program. The shapefile will be reviewed and segmented to verify it matches with the existing street section definitions from the City's PMP. The segmentation will be accomplished prior to completion of inspections and before generating the analysis. The shapefile will be fully segmented to match with the street segments from the PMP database. Harris will generate a PCI map and five-year schedule of recommended treatments map that will highlight street improvements by year overlaid with City Council Districts.

#### Task 5 Deltverables

- · Segmented City centerline shapefile
- · PCI listing map (color-coded)
- · Work plan map (five-year schedule of treatments)
- Maps that highlight street improvements by year, overlaid with City Council Districts

#### TASK 6. REPORTS (DRAFT & FINAL)

#### Task 6.1. Draft Report

Harris will provide the following sections in the PMS report for the City, incorporating all data generated from this project:

- Executive Summary: project methodology, results of budget analysis, and findings.
- · Introduction: the need for a PMS.
- Methodology: field survey procedure & maintenance strategies.
- PCI Report: current PCI from inspection data for each pavement section.
- Budget Reports: Impact of various budget scenarios on PCI & deferred maintenance, charts, and annual work programs.
- · Backup Data
  - Description Report: all pavement section data.
  - Inspection Inventory: pavement distresses, severity, and quantity for each pavement section inspected.
  - Maintenance treatment decision trees and inventory of applied historical treatments.

#### Task 6.1 Deltverables

· Draft report for review by City staff

#### Task 6.2. Final Report

Harris will have a meeting with the City to discuss any comments on the draft report and will submit a final report in electronic format to the City incorporating their comments, along with the PMS files.

#### Task 6.2 Deltverables

- Final report
- · Updated StreetSaver program, Excel files, & GIS shapefiles
- Electronic MTC PMS files

#### TASK 7. COMMUNITY ENGAGEMENT

Harris will actively participate in five Committee, Commission, and City Council meetings throughout the PMP development process. Harris recognizes the significance of these meetings as key forums for reporting on the five-year PMP program findings and recommendations. Harris will meticulously develop all presentation materials, including PowerPoint presentations to effectively communicate the project's progress, findings, and recommendations. Moreover, the Harris team is dedicated to providing assistance during policy presentations, making sure that stakeholders are well-informed and engaged. By actively engaging in these meetings, Harris aims to contribute to a transparent and collaborative decision-making process, thereby enhancing the success of the PMP program.

## TASK 8. TRAINING (FIELD DISTRESS & STREETSAVER PROGRAM)

#### Task 8.1. Field Distress

Harris will provide a field training session to the City staff that has proven to be efficient and effective. The field training sessions will be conducted based on the availability of the City staff. Training will be provided on the field inspection procedures (ASTM- 6433 compliant). As part of the field training, a couple of streets in various PCI conditions will be looked at for distress surveys. The goal of this training is to provide skills and knowledge in the following areas:

- · Identifying inspection units used for pavement inspections.
- Identifying pavement distresses collected and entered into the PMP.
- Learning techniques to ensure quality inspections of pavements.
- · Calculating the PCI for an inspection unit.

#### Task 8.2. StreetSaver Program Training

Harris will provide a training on the StreetSaver® program to City staff. This training will aim at providing users with a general understanding of PMS and StreetSaver® software. Each module of the program will be covered.

#### **Pavement Master Plan Proposal**

At minimum, the following topics will be covered:

- · System requirements for accessing online StreetSaver® program.
- · Data entry and editing.
- · PCI calculations.
- · Budget scenarios & project selection.
- PMS reports & graphs.

If the City integrates its GIS with the StreetSaver® program, training on the GIS module will be covered, including:

- · General toolbar navigation.
- · Standard features.
- · Creating projects.
- · Printing maps.
- · Exporting shapefiles.

## TASK 9. ADA CURB RAMP CLASSIFICATION (REFER TO TASK 5: ADA CURB RAMP CLASSIFICATION IN RFP)

Harris will develop a GIS database and Excel format report that identifies the existing curb ramps within the city and their compliance with ADA standards. The City is interested in securing this information as part of the project to aid in budgeting future PMP expenditures. Having this information will guide the budgetary cost of streets where HMA Street Resurfacing is required. The information will also advise future City projects including the ADA compliance program, Active Transportation Program (bicycle & pedestrian element), and Safe Routes to School Program.

Each intersection corner will be GPS coded and existing curb ramps measured using a Smart Level. The wings and landing of each ramp will be measured to determine conformance with the current 2022 Caltrans Standards Details.

#### Task 8 Deliverables

- · GIS database
- Excel-format report identifying existing curb ramps within the City and their compliance with ADA standards

#### **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:

#### Schedule

Harris proposes the following schedule for completion of work tasks, approximately six months from the Notice to Proceed.

2024 Pavement Master Plan			Calendar Months					
Task	Description	Estimated Duration	1	2	3	4	5	6
1.0	Project Management (Refer to Task 8: Project Management in RFP)	Ongoing						
2.0	PMP Audit & Update (Refer to Task 1: Pavement Section Definitions in RFP)	1 week						
3.0	Pavement Condition Surveys/Field QA-QC/Data Entry/PCI Calculation (Refer to Task 2: PCI Rating and Task 3: Pavement Section Failure Classification in RFP)	1 month						
4.0	Budget Analysis (Refer to Task 4: StreetSaver Program Update and Task 6: Pavement Master Plan Report in RFP)	2 weeks						
5.0	GIS Segmentation/Maps Generation	Ongoing						
6.0	Reports (Draft & Final)	1 month						
7.0	Community Engagement	Ongoing						
8.0	Training (Field Distress & StreetSaver Program)	2 sessions						
9.0	ADA Curb Ramp Classification	6 months						

#### KEY



#### **EXHIBIT "C"**

#### COMPENSATION

- a. Total Compensation. The total obligation of City under this Contract shall not exceed One Hundred Eighty-Seven Thousand One Hundred Ten Dollars (\$187,110).
- 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:

Harris proposes the following fee estimate, based on our review of the Project Scope of Work.

Cost Proposal PMP Update (Harris Fee)			Hourly breakdown by Personnel				
Harris Task	Description	Project Director	Project Manager/ Engineer	Asst. PM/ Sr.Tech	Field/Office Technician	Total Hours	Total \$/Task
	Rate	\$335	\$275	\$135	\$125		
	Billable	\$1,340	\$22,550	\$13,770	\$25,000		
1.0	Project Management (Refer to Task 8: Project Management in RFP)	2	24	20	16	62	\$11,970
2.0	PMP Audit & Update (Refer to Task 1 : Pavement Section Definitions in RFP)	0	8	12	12	32	\$5,320
3.0	Pavement Condition Surveys/ Field QA-QC/ Data Entry/PCI Calculation (Refer to Task 2: PCI Rating and Task 3: Pavement Section Failure Classification in RFP)	0	10	12	130	152	\$20,620
4.0	Budget Analysis (Refer to Task 4: StreetSaver Program Update and Task 6: Pavement Master Plan Report in RFP)	0	8	20	6	34	\$5,650
5.0	GIS Segmenation/Maps Generation	0	2	2	24	28	\$3,820
6.0	Reports (Draft & Final)	1	6	20	6	33	\$5,435
7.0	Community Engagement (Refer to Task 7 in RFP)	1	24	16	6	47	\$9,845
8.0	Training (Field Distress & StreetSaver Program)						\$3,000
	Total Hours 4 82 102 200 388						
Subtotal Direct PMP Fee (A1): \$						\$65,660	

PMP Indirect Costs Summary				
Item	Description	Cost		
Mileage	Travel distance expenses for project-related activities.	\$503		
Lodging	Accommodation expenses incurred during project execution.	\$2,000		
Meals	Daily allowances for meals during project-related work.	\$750		
Vehicle Fee	Charge for project-related vehicle use.	\$1,200		
Subtotal Indirect Costs (A2)				

Total PMP Fee (A1 +A2): \$70,113

#### ASSUMPTIONS

- ${\bf 1.} \quad \text{It's estimated that the City's network spans roughly 84 centerline and 180 lane miles in total.}$
- The existing StreetSaver database of Watsonville will undergo an audit and enhancement, with the inclusion and segmentation of any newly identified streets absent from the current PMP program.
- Pavement field assessments will be conducted adhering to MTC inspection standards, which comply with the ASTM D6433-20 benchmarks for pavement condition index surveys of roads and parking lots.
- 4. To ensure quality control, a secondary review of 5% of the roadways will be undertaken, distinct from the initial 100% inspections, and will be carried out by an inspector other than the one who conducted the original inspections.
- The City is expected to furnish any historical data on pavement work (maintenance and rehabilitation) to update the StreetSaver program, contingent upon its availability.
- It is assumed the City has integrated its street centerline shapefile (GIS) segmented and integrated with the StreetSaver database, as per recent exchanges.
- The allocated hours and associated fees are open to modification based on the preliminary scoping
  dialogue with the City or following any new instructions issued by the City.
- The initial task of project management encompasses organizing and attending roughly eight sessions, including the inception meeting, review meetings, and bi-weekly meetings, many of which are to be conducted via web or video conferencing.
- Task 7, dedicated to community engagement, will consist of preparing and delivering a maximum of five presentations to the policy boards, as well as creating the necessary presentation tools such as PowerPoint decks to effectively communicate the findings and suggestions from the PMP study.

#### **EXHIBIT "C"**

#### COMPENSATION

	ADA Curb Ramp Direct Costs Summary (Refer to Task 5 from RFP)	Hourly breakdown by Personnel					
Task 9	Description	Project Manager/ Engineer	Asst. PM/Sr. Tech	GIS Specialist	Field/Office Technician	Total	Total \$/Task
	Rate	\$275	\$135	\$160	\$125		
	Billable	\$7,700	\$4,590	\$6,400	\$64,375		
9.1	Planning & Administration	6	6	6	10	28	\$4,670
9.2	System Setup -Preparation (GIS Form)	4	4	8	10	26	\$4,170
9.3	Field Surveys/QA-QC	8	8	10	475	501	\$64,255
9.4	Data Analysis/Maps/Summary	10	16	16	20	62	\$9,970
Total Hours 28 34 40 515 617							
Subtotal Direct ADA Curb Ramps Fee (B1):						\$83,065	

ADA Curb Ramp Indirect Costs Summary					
Item	Description	Cost			
Mileage	Travel distance expenses for ADA curb ramp project activities.	\$1,672			
Lodging	Accommodation expenses for the duration of the ADA curb ramp project.	\$8,800			
Meals	Daily meal allowances for the project team on-site.	\$4,050			
Vehicle Fee	Charges for the use of vehicles during the ADA curb ramp project.	\$2,400			
Subtotal Indirect ADA Curb Ramps Fee (B2)					

Total ADA Curb Ramps Fee (B1+B2):

\$99.987

#### Assumptions (ADA Curb Ramp):

- 1. The city's GIS indicates there are 1,886 curb ramps in the public right-of-way, not including locations where ramps may be absent. Further discussion with the City will be needed to address intersections lacking curb ramps.
- 2. Any curb ramps found beyond the documented 1,886 will be subject to additional costs. These costs will be determined following the completion of fieldwork, pending further discussion with the City.
- 3. Locations identified without curb ramps will be recorded as 'No Curb Ramp.' Further discussion with the City will be needed following fieldwork to determine the next steps for these areas
- 4. Each intersection corner will be GPS coded, and existing curb ramps will be measured for compliance with the 2022 Caltrans Standard details using a smart level. This will include modification based on further directives from the City. assessing the wings and landings. Further discussion with the City will be needed to confirm the survey scope and methods.
- 5. The city is requested to provide any existing curb ramp data. If such data is not readily available, further discussion with the City will be needed to obtain necessary information.
- 6. Quality assurance will involve a review of 5% of the identified curb ramps. To ensure comprehensive quality checks, further discussion with the City will be needed to align on the review process.
- 7. The specific data fields to be included in survey forms will be established in collaboration with the city prior to the start of fieldwork. Further discussion with the City will be needed to finalize these details.
  - 8. The costs reflected in the proposal are approximate and subject to
  - 9. A contingency budget of \$17,010 is established and may only be used with prior written approval and direction given by the City.

Subtotal PMP Direct Cost (A1):	\$65,660
Subtotal PMP Indirect Cost (A2):	\$4,453
Subtotal ADA Curb Ramp Direct Cost (B1):	\$83,065
Subtotal ADA Curb Ramp Indirect Cost (B2):	\$16,922
Contingency:	
Total Project Fee (NTE):	\$187,110

#### **EXHIBIT "C"**

#### COMPENSATION

#### **Hourly Rates**

We have included below the hourly rates for the Harris team to provide the services outlined in the Scope of Work in the RFP. These rates include all necessary resources such as labor, equipment, materials, incidental reports, transportation, etc.

Team Member	Job Classification	Hourly Pay Rate
Mark Nassar	Principal-In-Charge	\$335
VIJay PuliJal	Project Manager	\$275
Marcus Fuller	Technical Advisor	\$325
Marissa Baclig	Assistant Project Manager/Senior Pavement Management Technician	\$135
Paul Muse	Senior Pavement Management Technician/GIS Technician	\$125
Matthew Dornbach	Pavement Management Technician	\$100
Randy Deodat	GIS Technician	\$160

#### NOTES

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