

CITY OF WATSONVILLE

PUBLIC WORKS & UTILITIES DEPARTMENT



Date: July 30, 2021

To: Mindy Esqueda, Administrative Analyst

From: Maria Esther Rodriguez, Asst. Director of Public Works, City Engineer

Subject: Public Works Engineering Consultants On-Call List

The Public Works & Utilities (PW) Department publicly advertised a Request for Qualification Statements from Consulting Engineering Firms for Periodic and On-Call Professional Engineering Services (Staff Augmentation, Design, Construction Management, Inspection). The RFQ was advertised on May 12, 2021 and submittals were due June 15, 2021. A total of 24 Statements of Qualifications (SOQs) were received. RFQ respondents were required to submit a Qualified Services Interest Survey form with their SOQ submission identifying types of services for which each firm would like to be considered.

Staff selection committee reviewed all SOQ submittals and determined the following firms (in alphabetical order) are listed as qualified to provide the following types of on-call engineering services for Public Works:

Staff Augmentation

MNS

Pakpour Consulting

Design

Aurum Engineers

CE&G

Crossroad Lab

CSG

Dokken

Harris

HDR

Kimley-Horn

MME

MNS

R.E.Y.

RRM

Traffic Patterns

Wallace Group

Water Ways

Construction Management/Inspection

4LEAF

Bay Area Coatings

Cannon

CSG

Harris

HDR

MNS

Pakpour Consulting

Psomas

Tanner Pacific

Wallace Group

The list will be maintained for three (3) years as stated in the RFQ. As Public Works engineering consultant projects or needs arise, staff will select from the list of qualified on-call firms to request a cost proposal from the firm determined to be most qualified for each specific project scope based on the firm's submitted SOQ. As stated in Government Code 4525-4529.5 and City Municipal Code, the selection of design professionals will be made on the basis of demonstrated competence and on the professional qualifications necessary for the satisfactory performance of the services required. Cost based selection is not permitted under Government Code.



CITY OF WATSONVILLE

**REQUEST FOR QUALIFICATION STATEMENTS FROM
CONSULTING ENGINEERING FIRMS FOR
PERIODIC AND ON CALL PROFESSIONAL ENGINEERING SERVICES
(Staff Augmentation, Design, Construction Management, Inspection)**

FOR

THE PUBLIC WORKS AND UTILITIES DEPARTMENT

RFQ Issue Date:

May 12, 2021

Submittal Due Date:

June 15, 2021

OFFICE OF THE DIRECTOR OF PUBLIC WORKS

250 MAIN STREET, WATSONVILLE, CA 95076

TELEPHONE: (831) 768-3100, FAX: (831) 763-4065

REQUEST FOR QUALIFICATIONS

CITY OF WATSONVILLE

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1.0 GENERAL INFORMATION AND DESCRIPTION OF SCOPE OF SERVICES

The City of Watsonville Public Works and Utilities Department implements a capital improvement program with an average annual value around \$20 Million. The department's engineering division will have several projects which the City will need to engage a variety of engineering consulting firms to perform services including: staff augmentation, design, construction management, and construction inspections.

The City is requesting Statements of Qualifications (SOQs) from engineering firms experienced with staff augmentation and capital improvement project engineering for all types of public works projects including roads, trails, utilities, or other general engineering projects with various types of State and Federal funding sources, to support City led efforts.

The City will be hiring a variety of engineering firms to provide the services needed for projects, and to provide services when requested for additional projects, as needed. The City will establish a list of consultants pre-qualified for staff augmentation, design, construction management and inspection services. SOQs received will be kept on file and considered valid for a three-year period following the due date of this Request for Qualifications (RFQ). Projects will be assigned to firms from the appropriate list. There is no guarantee that a particular firm will be called upon to perform services during the life of the contract.

Consultants may submit proposals for specific services or projects or in general. The proposals submitted do not need to include all services listed – only those for which the consultant wishes to provide services

Attachment A includes a mandatory qualified services interest survey form that each respondent must include with their Statement of Qualifications submittal. The two-part survey allows the responding consultant to select the type of engineering services for which they are qualified and interested in providing to the City both generally and specifically. The responses provided on the form will not be the determining factor of qualifications for a particular project or service, as the City will make the final determination for each project need. However, the survey form is intended to guide City staff in determining which firms to approach for proposals for various scopes of work over the RFQ's three year on-call term.

To be considered, two hard copies and an electronic copy of the SOQ must be received by

4:00 PM June 15, 2021 addressed to:

Patrice Theriot, Public Works & Utilities Principal Engineer
City of Watsonville Department of Public Works and Utilities
250 Main Street
Watsonville, CA 95076
Patrice.theriot@cityofwatsonville.org

Written questions may be directed Ms. Theriot at the following email address – patrice.theriot@cityofwatsonville.org. The deadline to submit questions is June 4, 2021. Questions and answers will be compiled in a document which will be posted on eBidboard, accessible from the City's website: <https://www.cityofwatsonville.org/817/Bids-Proposals>.

2.0 DESCRIPTION OF WORK

Typical duties to be performed by consultant personnel may include the following:

2.1 Staff Augmentation

On-call staff augmentation services includes providing general engineering, project planning and management, construction management, and/or or inspection services that would normally be completed by Public Works and Utilities (PW&U) staff.

- Provide one or more personnel to provide staff augmentation services on an hourly basis to complete project or tasks assigned by City staff.
- Provide some or all phases of project management for a variety of infrastructure and capital improvement projects and city programs/services, including public bidding for construction.
- Provide development review services to review submitted development and improvement plans for compliance with City Public Works standards and compliance with current applicable codes.
- Coordinate with other City PW&U staff, staff in other City departments, other public agencies or regulatory bodies, and manage design and/or construction management consultants providing other engineering services for the City as needed in performing staff augmentation services.
- Assist with the maintenance and updating of the City's asset management and Capital Improvement Planning.
- Identify possible funding sources to pay for infrastructure asset Improvements, repairs and replacements, and when directed, assist the City in procuring grants and loans from various Federal, State, or other funding sources.
- Staff augmentation positions may be required to work at City Hall. If required, City will provide work space and access to City staff tools as needed.

2.2 Design

On-call design services typically include the City selecting a consultant with the appropriate qualifications for a particular Public Works project with a defined scope. Services may include Civil, Structural, Environmental, Stormwater, or other types of design services for projects listed and similar to those listed in Attachment A. When requested, the design consultant will provide a proposal with defined tasks needed to prepare a complete design package ready for bidding and construction. Services engineering design consultants may be called on to provide may include the following:

- Conduct topographic surveys and collect data.
- Acquire filed records of survey, corner records, subdivision maps and right-of-way drawings from City. Interface with City GIS mapping, acquire existing facility record drawings, and other information available from the City needed to prepare a design.
- Create AutoCAD base maps to serve as the basis for design.
- Develop preliminary design report technical memo and/or preliminary (30%) design drawings. Existing grades, private improvements, signage and striping, and utilities to be considered in the development of the preliminary design drawings.
- Assist City in coordinating with other public agencies or regulatory bodies in procuring regulatory permits and/or performing CEQA/NEPA initial study or other project environmental requirements.
- Initiate the process of coordinating with the utility companies.

- Evaluate alignment alternatives and project constraints, and provide recommendations to the City for consideration.
- Refine preliminary design layouts based on feedback from City engineering, operations, and maintenance staff, and other City consultants when necessary.
- Conduct site visits to review the impacts of improvements and further review the plan to ensure the City's and public's concerns are being met.
- Provide design calculations, hydraulic, geotechnical, or any other investigation and analysis needed to complete plans and technical specifications. Perform calculations to determine project type and anticipated requirements for the State Water Board Construction General Permit and include anticipated requirements in design documents.
- Complete plans and specifications in conformance with City standards.
- Submit plans at the 60%, 95%, and 100% levels of completion
- Submit specifications at 95% and 100% levels of completion
- Submit estimates of probable cost at 60%, 95% and 100% levels of completion
- Provide bidding support as requested by City such as providing technical responses to bidder questions or managing mandatory pre-bid meetings.
- Provide technical engineering services during construction including submittal review, issuing responses to requests for information, and design clarifications.
- At the end of construction produce electronic (AutoCAD Civil 3D and PDF) set of Record Drawings (based on information provided by the Contractor) for use in the City's archives
- Provide services in accordance with applicable Federal and State grant and loan compliance. Specific grant and loan funding requirements will be provided to the selected firm prior to execution of an agreement.

2.3 Construction Management

Construction Management (CM) services typically include serving as the City's on-site representative during construction of a Public Works project from project award through to final completion. The City may request full or part-time CM services on one or several projects, which will be defined by a detailed scope of work. CM services the consultant will be requested to provide may include the following:

- Provide bidding and award assistance as directed by City.
- Provide technical and administrative management services for the project; Provide oversight of construction related activities for the project; maintain close liaison with the City's project manager to convey all project information, communications and correspondence in a timely manner.
- In coordination with the project manager, plan public notifications for construction related impacts and assist the City with responding to inquiries and complaints about the construction.
- Organize and lead weekly construction progress meetings and/or additional meetings required in the administration of the project.
- Perform resident engineer duties including performing inspections, preparing daily observation reports, reviewing and documenting extra work reports, preparing weekly statement of working days to track project time, measure and track progress of work, coordinate construction quality control sampling and testing, confirm general conformance with project plans, specifications, contract and labor codes, permits and agreements.
- Monitor the Contractor's compliance with storm water pollution control plan documentation requirements and implementation of stormwater Best Management Practices (BMPs).

- Identify current unforeseen conditions and potential coordination issues associated with the construction project and consult with the City project manager and design engineer to review and implement solutions in a manner that minimizes cost and schedule impacts to the project.
- Coordinate and track submittal reviews from the contractor with the design engineer and City project manager.
- Review, coordinate, and track Requests for Information (RFIs) and responses with the City project manager and the design engineer.
- The construction contractor is solely responsible for ensuring the safety of its own personnel and implementing all safety plans in compliance with CalOSHA. The CM consultant shall ensure the safety of consultant's own staff on the project site, and to work collaboratively with the City and Contractor to promote site safety. Provide notification to Contractor when contract provisions for the protection of the public and project personnel are not being followed.
- Measure completed work and review and prepare monthly progress payments.
- Track extra work costs in the field. Review cost proposals submitted by contractor and negotiate and prepare contract change orders. Properly inform the City project manager of field issues that may have cost or schedule impacts within a timely manner. Secure the project manager's approval prior to authorizing extra work.
- Organize final project site walk and prepare final punch list. Coordinate with contractor to ensure all outstanding project items are addressed prior to final completion.
- Review the final record drawings submitted by the contractor at the completion of construction. Prepare correction memos for the contractor to perform record drawing revisions.
- Assist City in preparing and filing all final project closeout documentation.
- Finalize all project documentation and turn over all project electronic (and paper, if applicable) files, photos, and reports in a neat and organized manner for City archival purposes.

2.4 Inspection

Inspection services may either be requested as a task included under a larger construction management scope of work, or as a separate inspection service for construction or development projects administered by City staff. Construction inspection typically includes serving as the City's on-site field representative during construction of a Public Works project or private development within the public right of way to observe and document construction progress. The City may request full- or part-time daily inspection on one or several projects for either the entire duration of construction or some subset thereof, as detailed in the agreed upon scope of work. Construction inspection services the consultant will be requested to provide may include the following:

- Complete Daily Observation Reports for every day the consultant inspector is on site. Report should document the Contractor's work including: field conditions, crew size, equipment in operation, any field issues or conflicts observed, any extra work, confirming materials installed match products submitted, and general conformance with project plans and specifications. Supplement report with photo documentation.
- Observe work is progressing in general conformance with construction documents and applicable codes, permits, regulations, and agreements.
- Verify products being installed and incorporated into the work match the products submitted and favorably reviewed by the designer and City.

- Collect and validate Weight tickets and material tags. Check the proper mix design or specified material has been delivered.
- Observe Contractor's compliance with federal and state safety and health standards. Document and notify contractor of safety related items the inspector believes may be out of compliance to be addressed by the Contractor's responsible safety personnel.
- Monitor Contractor's conformance with submitted and favorably reviewed traffic control plans in road and street work zones. Notify Contractor and City of any issues or modifications needed to approved plan to improve public access and/or safety.
- Monitor the Contractor's implementation and documentation of all storm water compliance requirements and the effectiveness and maintenance of stormwater Best Management Practices (BMPs).
- Coordinate construction quality control sampling and testing with Contractor, observe and document all project testing required prior to project acceptance, coordinate with City project manager for specialty inspections that may be required such as welding, structural bolting, compaction, etc.
- Provide support to City project managers, resident engineers and other City or consultant staff as needed.
- Notify City project manager/resident engineer of any field changes that may impact cost or schedule within a timely manner so that appropriate action may be taken to minimize impacts.
- Track and document Contractor extra work on a daily basis. Ensure contractor submits daily extra work reports in a timely manner. Review and acknowledge extra work reports in the field and provide copies to City project manager. Assist City in contract change orders negotiation based on Daily Observation Reports as requested.

The detailed scope of services required by the City for staff augmentation, design, construction management, and/or inspection services will be set forth in the agreement between the City and the consultant. A copy of the City's standard agreement is attached to this request for statements of qualifications.

Consultants must fill out the mandatory qualified services interest survey form included as Attachment A. In Part B of the form, when selecting which services, the consultant is qualified to provide, the respondent is encouraged to select the service for which they are most interested in providing. Although the City may request multiple types of services from one consultant for the same project, typically the City finds that selecting different consulting firms for each type of service on one project is in the City's best interest.

It is noted that the City issued a similar on-call RFQ specific to water and wastewater design services in 2020. Firms that are already on that on-call list and only interested in water and wastewater specific design services need not respond to this RFQ as well. However, if firms on the water and wastewater design on-call list wish to propose other services outside the scope of that RFQ, such as design for broader civil engineering projects, construction management, construction inspection, and/or staff augmentation, those firms are encouraged to submit again under this RFQ.

3.0 STATEMENT OF QUALIFICATIONS SUBMITTAL

This section contains instructions on how to prepare and submit a response to this solicitation.

3.1 Submittal Cover

The submittal cover shall include the title, submittal due date, name, address, telephone numbers, and e-mail address of the principal contact.

3.2 Table of Contents

The table of contents shall be complete and clear, listing headings and pages to enable easy reference.

3.3 Statement of Understanding and Methodology

The statement of understanding shall contain a written narrative that demonstrates the respondent's understanding of the services required by the City.

3.4 Experience with Performing Services for Government Agencies

The respondent shall describe their general qualifications and experience in the specific services they are interested in providing (staff augmentation, design, construction management, construction inspection). Include specific examples of successful delivery of the proposed services and how this experience will benefit the City. Provide a list of at least three successfully completed public works projects for each of the types of services the respondent is proposing to provide (staff augmentation, design, construction management, construction inspection), and how they relate to the relevant projects in Attachment A.

Describe the project, the contract amount and the work the respondent performed. Project examples shall include the name(s) and telephone number(s) of the respondent's project manager and the client's project manager. The City may contact the references listed.

3.5 Experience with Managing Projects Funded by Various Grant Funding and Financing programs

The projects listed in Attachment A are funded by a variety of grant funding and financing sources including State and Federal sources. This section will describe the respondent's experience with these funding programs as it relates to the services proposed.

3.6 Project Personnel

This section shall identify the contact person with primary responsibility to oversee work and other personnel who would round out the team. Particularly for the near-term projects in Attachment A for which the respondent is interested in providing services, the respondent is encouraged to list the lead staff member proposed for each project and a representative list of personnel to fill out each project team. A brief resume for each professional person listed shall be submitted stating specific experience relevant to the Attachment A projects the firm is interested in and/or general public works experience related to the services proposed. Include the availability of key personnel proposed and the level of commitment available to deliver services to the City. The respondent is encouraged though not required to include firm

resumes of any subconsultants they intent to use to round out the team in providing the proposed services to the City.

3.7 Organization Chart

This section shall include an organization chart containing the names of all key personnel with titles and their specific task assignment. If the respondent has included any subconsultants in the project personnel section, include them in the organization chart to identify what their role would-be in-service delivery.

3.8 Fee Schedule

Provide a listing of the firm's standard charges for personnel and services, including planned rate increases (if any) over the three-year term of the RFQ.

4.0 SELECTION PROCESS AND EVALUATION CRITERIA

4.1 General

Qualifications statements will be evaluated using three sets of criteria. Qualifications statements from firms meeting the mandatory criteria described below will be evaluated for the other selection criteria.

4.2 Mandatory Elements

- If services offered require engineering expertise, the firm is licensed to practice civil engineering in California.
- The firm has no conflict of interest with regard to any other work performed by the firm for the City.
- The firm adheres to the instructions in this request for qualifications statements.
- ***The firm shall include a statement that the Consultant accepts City of Watsonville standard consultant agreement, including specifically listing City's Hold Harmless Indemnity requirements and insurance coverage requirements, without modification.***

4.3 Technical Qualifications

- The firm's past experience and performance with similar assignments.
- The quality of the firm's personnel to be assigned to perform the proposed services for the City.
- The quality of the firm's approach to execute the proposed services.
- The firm's past successful experience with City of Watsonville and other local public agencies on public works projects.

4.4 Firm Readiness and Availability

Demonstration that the current work load of the firms listed team members will not impact their ability to fulfill the requirements of services required for this contract.

4.5 Submittal Selection Process

A Selection Committee will review and evaluate the submittals utilizing the Selection Criteria listed above. Based on the evaluations of the Selection Committee, the qualified respondents for each type of service will be placed on the City's qualified on-call engineering services list. As projects or staff augmentation needs arise, the City will determine which firm or firms from the on-call list are most qualified for the specific need based on the submitted SOQs. The most qualified firm from the on-call list for the specific need, as determined by the City, will be requested to meet with the City to develop a Scope of Work and cost proposal for one or more of the specific projects the City requires services for. If an agreement cannot be reached, negotiations will be terminated with the firm and opened with the next most qualified firm from the on-call list for the specific need.

The City may request a proposal from one of the consultants on the on-call list for a project and request a proposal from another consultant on the on-call list for another project. Or, the City may request a proposal from more than one firm to provide different services on the same project, such as design and construction management. The City will contract with the selected consultants with the City's standard consultant services agreement. The agreement requires the consultant to secure auto and general commercial liability insurance naming the City and its employees additional insured, professional errors and omissions insurance and workers compensation insurance.

Consultants that are determined by the selection committee to be qualified for the on-call engineering services list is not a guarantee that the consultant will be selected to provide a proposal for a specific project over the three-year term of this RFQ.

The negotiated contract will require approval by the City of Watsonville City Council for services exceeding \$100,000.

4.6 Contact with the City of Watsonville and City Personnel

Questions regarding this solicitation shall be directed to Danielle Green, at 831-768-3102; Danielle.green@cityofwatsonville.org. Questions shall be submitted by email to facilitate broadcasting the response to all respondents in a timely manner.

4.7 Submittal Due Date and Number of Copies

Statement of Qualifications shall exercise brevity, be printed on double sided paper, and covered with a recyclable cover and binding. Two bound copies and an electronic file of the Statement of Qualifications must be delivered by **4:00PM, June 15, 2021** to:

Patrice Theriot, Public Works & Utilities Principal Engineer
City of Watsonville Department of Public Works and Utilities
250 Main Street
Watsonville, CA 95076
Patrice.theriot@cityofwatsonville.org

4.8 RFQ SCHEDULE

The City will make every effort to adhere to the schedule provided below:

Issue RFQ	May 12, 2021
Deadline for Submitting Questions	June 4, 2021
Responses to Questions Issued via Addendum By	June 8, 2021

Statement of Qualification Due	June 15, 2021
Notice of Selection	July 15, 2021
Execution of Agreements with On-Call Consultants	TBD as Project Needs Arise
Term On-Call Engineering List is Active	Three Years from SOQ Due Date

5.0 TERMS AND CONDITIONS

5.1 City Rights and Options Pertinent to This Solicitation

The City, at its sole discretion, reserves the following rights:

- To reject any, or all SOQs or information received pursuant to this RFQ;
- To supplement, amend, substitute or otherwise modify this RFQ at any time by means of written addendum;
- To cancel this RFQ with or without the substitution of another RFQ or prequalification process;
- To request additional information;
- To verify the qualifications and experience of each respondent;
- To require one or more respondents to supplement, clarify or provide additional information in order for the City to evaluate SOQs submitted;
- To hire multiple contractors to perform the necessary duties and range of services if it is determined to be in the best interests of the City: and
- To waive any minor defect or technicality in any SOQ received.
- The City accepts no financial responsibility for any costs incurred by the respondent. All submittals become the property of the City and may be used in any way deemed appropriate. SOQs from consultants selected for the on-call list will be considered valid for three years from the date of this RFQ due date.

5.2 Compensation

Compensation shall be determined as part of the formal contracting process.

5.3 Formal Approval of Contract

The respondent understands that issuance of this solicitation does not commit the City of Watsonville to award a contract, to pay any costs incurred in the preparation of a response to this solicitation, or to procure a contract for services. The respondent should note that the execution of any contract pursuant to this solicitation is dependent upon the approval of the Watsonville City Council, as required.

5.4 Independent Contractor Status

The respondent agrees, if selected, that they shall perform the services as independent contractor(s) and not employee(s) of the City.

5.5 Public Disclosure

The respondent understands that as a general rule all documents received by the City are considered public records. Therefore, all submittals shall be made available for public inspection according to applicable disclosure rules and regulations.

5.6 Confidential Solicitation

The City will not share the details of individual responses to this solicitation with competing respondents during the selection process. After the selection process ends and a contract is awarded, all solicitations become public information

5.7 News Releases

The respondent agrees, if selected, that the City will review and approve all news releases pertaining to this solicitation and/or subsequent agreement(s). All news releases will be submitted in writing to the City's project manager. The project manager will review and submit the news release to the appropriate City personnel for final review and approval in a timely manner.

5.8 Conflict of Interest/Financial Disclosure

The respondent agrees, if selected, to comply with the City's duly adopted Conflict of Interest Code. Key personnel who will be performing services under this Agreement are required to make disclosures with respect to the City of Watsonville.

5.9 Indemnification

The respondent agrees, if selected, ***to accept the City of Watsonville standard consultant agreement, including specifically listing City's Hold Harmless Indemnity requirements and insurance coverage requirements, without modification.***

5.10 Examination of Solicitation

The respondent understands that the information provided herein is intended solely to assist the respondent in submittal preparation. To the best of the City's knowledge, the information provided is accurate. However, the City does not warrant such accuracy, and any errors or omissions subsequently determined will not be construed as a basis for invalidating this solicitation. Further, by submitting a response to this solicitation, the respondent represents that it has thoroughly examined and become familiar with work required in the solicitation and is capable of performing quality work and to achieve the objectives of the City.

5.11 Equal Opportunity Program

The City of Watsonville is strongly committed to equal opportunity in solicitation of services. All eligible service providers including individuals, contractors, vendors, consultants, grantees, lessees, and banks, must comply with applicable Equal Opportunity Guidelines.

5.12 Nondiscrimination Policy

The respondent shall not discriminate on the basis of race, gender, religion, national origin, ethnicity, sexual orientation, age, or disability in the solicitation, selection, hiring or treatment of its employees, the City staff, other City consultants or other members of the public.

5.13 INSURANCE COVERAGE

Provide evidence of insurance coverage in the following amounts:

- 1) Errors & Omission up to \$1,000,000;
- 2) Commercial Liability up to \$1,000,000 per occurrence;
- 3) Business Automobile Liability up to \$1,000,000 per occurrence;
- 4) Workman's Compensation in the statutory amount.

Firms may assume for the purpose of pricing that the selected consultant shall be required to maintain insurance throughout the period of the contract in sufficient amounts as to protect the consultant & the City from all claims & liabilities which may arise from operations under this contract, whether such operations by him/herself or by anyone directly or indirectly employed by him/her.

ATTACHMENT A

Mandatory On-Call Engineering Qualified Services Interest Survey Form

The following two-part survey is intended to guide the City's selection process and assist with determining which firm will be most qualified to provide a particular type of service for a specific project or projects over the three-year term of the Request for Qualifications (RFQ). The respondent is encouraged to only select the services which they are interested in providing in response to this RFQ, and not necessarily all qualifications the firm possesses. A firm not selecting a type of service in the questions below will not exclude that firm from providing those services to the City, though it will help guide City staff in determining which firms to approach for proposals for specific scopes of work over the three-year term of the RFQ.

Consultant Firm Name: _____

PART A

Question 1: Which of the following types of services is your firm qualified and interested in providing to the City in response to this RFQ? See Section 2.0 – Description of Work in the RFQ for definitions.

- | | |
|--|--|
| <input type="checkbox"/> City Engineering Staff Augmentation | <input type="checkbox"/> Design Services |
| <input type="checkbox"/> Construction Management | <input type="checkbox"/> Construction Inspection |

Question 2: If you selected City Engineering Staff Augmentation in Question 1, please complete the following subcategories your firm is qualified and interested in providing. If you did not select City Engineering Staff Augmentation in Question 1, please skip to Question 3.

- | | |
|--|--|
| <input type="checkbox"/> General engineering extension of staff | <input type="checkbox"/> Project Management |
| <input type="checkbox"/> Development Review Services | <input type="checkbox"/> Asset Management/Capital Planning |
| <input type="checkbox"/> Project Planning Services (Permitting, CEQA, financing support) | |
| <input type="checkbox"/> Other, please briefly describe: _____ | |

ATTACHMENT A

Question 3: If you selected Design Services in Question 1, please select the following types of engineering design services your firm is qualified and interested in providing. If you did not select Design Services in Question 1, please skip to Question 4.

☐ General Civil

☐ Structural

☐ Architectural

☐ Coatings/Rehabilitation

☐ Process/Mechanical

☐ Electrical

☐ Roadway Improvement

☐ Trails

☐ Traffic/Bicycle/Pedestrian Improvements

☐ Environmental

Utilities: ☐ Sewer ☐ Water ☐ Storm ☐ Electrical ☐ Traffic Signals ☐ Fiber Optic

☐ Other, please briefly describe: _____

Question 4: If you selected Construction Management in Question 1, please select the following types of engineering design services your firm is qualified and interested in providing. If you did not select Construction Management in Question 1, please skip to Question 5.

☐ Roadway Improvement

☐ Trails

☐ Traffic/Bicycle/Pedestrian Improvements

☐ Environmental

Utilities: ☐ Sewer ☐ Water ☐ Storm ☐ Electrical ☐ Traffic Signals ☐ Fiber Optic

☐ Water/Sewer System Upgrades (Pump Stations, Wells, Reservoirs, etc.)

☐ Wastewater Treatment Plant Process Upgrades

☐ Buildings/Facility Improvements

☐ Other, please briefly describe: _____

ATTACHMENT A

Question 5: If you selected Construction Inspection in Question 1, please select the following types of construction inspection services your firm is qualified and interested in providing. If you did not select Construction Inspection in Question 1, please skip to Part B.

- | | |
|---|--|
| <input type="checkbox"/> Roadway Improvement | <input type="checkbox"/> Trails |
| <input type="checkbox"/> Traffic/Bicycle/Pedestrian Improvements | <input type="checkbox"/> Environmental |
| Utilities: <input type="checkbox"/> Sewer <input type="checkbox"/> Water <input type="checkbox"/> Storm <input type="checkbox"/> Electrical <input type="checkbox"/> Traffic Signals <input type="checkbox"/> Fiber Optic | |
| <input type="checkbox"/> Water/Sewer Process Upgrades (Pump Stations, Wells, Reservoirs, etc.) | |
| <input type="checkbox"/> Wastewater Treatment Plant Process Upgrades | <input type="checkbox"/> Buildings/Facility Improvements |
| <input type="checkbox"/> Private Development in Public Right of Way | <input type="checkbox"/> Coatings/Rehabilitation |
| <input type="checkbox"/> Other, please briefly describe: _____ | |
| _____ | |
| _____ | |

PART B

The following pages contain a list of projects from the City's Public Works and Utilities Department 5-Year Capital Improvement Plan (CIP). The list below provides a representative list of the projects for which consultant engineering services may be requested from the qualified on-call list. It is noted that consultants from the on-call list may be asked to propose on projects or services not included on this list, and that the City reserves the right to select a consultant to perform some, none, or all of the services on one, several, or none of the projects over the three-year RFQ term.

Staff Augmentation Services are not included in Part B as the City sees this as more of an extension-of-staff role than project-specific services. If your firm has indicated in Part A that you are only interested in providing staff augmentation services, you may skip Part B. For all other services, please read the following instructions for completing Part B.

Completion Instructions: Three types of services: Design, Construction Management, and Construction Inspection are listed next to each project in the list. Please indicate which services (if any) your firm is qualified and interested in providing for each of the listed projects. Firms may complete the form with a simple check mark indication, or may rank the services numerically in order of preference. For example, if a consulting firm provides both design and construction management services, they may rank which service they would prefer to provide for the project given a choice. If the consultant is not qualified or not interested in providing services on the project listed, please leave that selection row blank. Note that not indicating interest in a particular service for a particular project will not exclude the City from requesting a proposal from any particular consultant on the list if the City determines that consultant to be most qualified to provide the requested services. The intent of the following form is to provide a guide to City staff in determining which firms to approach for proposals for specific scopes of work over the three-year term of the RFQ.

ATTACHMENT A

Project Name	Brief Description	Estimated Timeframe	Estimated Construction Cost	Funding Source	Services Responding Firm Interested in Providing		
					Design	CM	Inspection
Airport Blvd Reconstruction	Reconstruct road due to failed pavement section from Freedom Blvd. intersection to 600 ft west on Airport Blvd.	Summer 2021	\$575,000	SB1			
Airport Blvd Reconstruction (Hangar to Ross)	Reconstruct road due to failed pavement section	2023	\$2 Million	TBD			
Bridge Street Reconstruction	Resurface damaged roadway from Blackburn to Beck including sidewalk and corner ramps.	2021-2022	\$1 Million	SB1			
Citywide Bicycle Facilities	Bicycle lanes, signs, lockers, racks or other various improvements throughout the City.	Annual	\$75,000 per year	Measure D			
Curb Ramp Program	Replacement or installation of curb ramps in various locations throughout the City to comply with ADA standards.	Varies	\$525,000	TDA Funds			
Green Valley Rd Improvements (Freedom – City Limits)	Improvements to roadway, pedestrian, and bicycle facilities on Green Valley Rd. from Carey Ave. to City Limits	Spring 2022	\$2.5 Million	Gas Tax, SB1, Measure D			
Maintain Roads Various Locations	Perform road maintenance (overlay, chip seal, etc.) to extend useful life of paving.	2021-2022	\$1.1 Million	RSTPX			
Pennsylvania Dr Reconstruction	Reconstruct roadway, bicycle lanes, and pedestrian pathway to address failing shoulder adjacent to slough from Clifford to Winding Rd.	2021-2024	\$2.0 Million	SB1, Other			

ATTACHMENT A

Project Name	Brief Description	Estimated Timeframe	Estimated Construction Cost	Funding Source	Services Responding Firm Interested in Providing		
					Design	CM	Inspection
Middle Struve Slough Project	Stormwater project to reduce flood risk and improve slough habitat.	2022-2023	\$1.2 Million	Grant Funded			
Upper Struve Slough Project	Stormwater project to reduce flood risk and improve slough habitat.	2020-2023	\$520,000	Grant Funded			
Hames, Amesti, Rider, Airport Reservoir Coating	Interior coating of the existing steel tank water reservoirs.	2021-2024	\$900,000	Water Enterprise Fund	*		
Electrical/Instrumentation Upgrades Various Sites	Various Instrumentation/ Electrical upgrades at several water, sewer, and WWTP locations	2021-2025	Varies	Water & Sewer Enterprise Funds	*		
Well #4 Pump Station	Construct a pump station and filtration system for the new Well #4 currently in construction	2021-2022	\$3.7 Million	Water Enterprise Fund	*		
Zone 2 Reservoir	Construct a new reservoir in Zone 2 adjacent to the existing steel tank reservoir on Airport property	2022-2023	\$11 Million	Water Enterprise Fund, Loan Source TBD	*		
Poppy Hill Booster Pump Station Improvements	Improve capacity and operation of existing Poppy Hill Booster Pump Station	2021-2022	\$550,000	Water Enterprise Fund	*		
Chromium 6 Treatment Plants	Chromium 6 Treatment Modifications for impacted well sites (pending regulations from State)	2023-2026	\$20 Million	Water Enterprise Fund, Grant/Loan Sources TBD	*		

ATTACHMENT A

Project Name	Brief Description	Estimated Timeframe	Estimated Construction Cost	Funding Source	Services Responding Firm Interested in Providing		
					Design	CM	Inspection
Freedom & Green Valley Sewer & Water Replacement Project	Replace/rehabilitate existing sewer and water utilities on Freedom from Alta Vista to Green Valley and Green Valley to Thicket Ln.	2021-2022	\$3 Million	Water & Sewer Enterprise Funds	*		
Levee Embankment Stabilization Project	Install sheet piling in existing Pajaro River levee section that borders the WWTP.	2023-2024	\$1.5 Million	Grant Funding, Sewer Enterprise Fund	*		
WWTP Main Switchgear and Energy Recovery System Replacement	Replace the main switchgear, standby power, MCCs in various process areas, and associated ductbanks and conductors	2023-2024	\$13 Million	Grant/Loan Funding TBD, Sewer Enterprise Fund	*		
Replace Miles Lane Sewer Pump Station	Replace and upgrade the existing Pump Station No. 10 on Miles Lane with a new wet well, pumps, controls, and standby generator	2021-2022	\$1.2 Million	Sewer Enterprise Fund	*		

* Will likely or may have already been selected from the 2020 Water/Wastewater design RFQ on-call list.

**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 _____
Matthew D. Huffaker, City Manager

BY _____
[Name, Title]

ATTEST:

BY _____
Beatriz Vázquez Flores, City Clerk

APPROVED AS TO FORM:

BY _____
Alan J. Smith, 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.
r appropriate compensation.