




**CITY OF WATSONVILLE
PARKS AND COMMUNITY SERVICES DEPARTMENT**

**REQUEST FOR PROPOSALS
FOR
CITY PARK FACILITIES ASSESSMENT STUDY**

PROPOSALS DUE:

Friday, January 27, 2023 by 5:00 pm





City of Watsonville
Parks and Community Services Department
231 Union Street
Watsonville, CA 95076
REQUEST FOR PROPOSAL (RFP)

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ATTACHMENTS

- **ATTACHMENT A – SAMPLE CONTRACT FOR ARCHITECT OR ENGINEERING SERVICES**
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SECTION 1

REQUEST FOR PROPOSAL

The City of Watsonville is inviting all interested and qualified consultant teams with expertise in project management, landscape architecture, civil engineering, cost estimating, and other trades, with proven experience in parks and recreation facility design and construction administration to submit a project proposal as outlined in this RFP. The required services and performance conditions are described in the Scope of Work. This set of services will be awarded to one firm.

The selected firm will be tasked to develop a work plan using the scope of work in this RFP.

SECTION 2

BACKGROUND

The City of Watsonville is a growing community in southern Santa Cruz County with a population of 51,199, according to the last census, and at least 81% of the City's population is Hispanic. Watsonville is known all over the world for its long and rich heritage as a center for agriculture – especially berries. Watsonville is also a proving ground for entrepreneurs and businesses from all types of industries and emerging technologies. Its central location, nestled between the Monterey Bay and the Santa Cruz mountains, offers growing companies quick and easy highway access. Watsonville's location is topped only by its ideal climate and the rustic, small town charm of a close-knit rural community.

The Parks and Community Services Department is responsible for delivering quality parks and recreation programs, services, and facilities and improving the quality of life of residents. The Department accomplishes this by providing recreational experiences, fostering human development, promoting health and wellness, increasing cultural awareness, facilitating community problem-solving, protecting natural resources, strengthening safety and security, strengthening community building and supporting economic development. The Department is comprised of a Parks Division and a Recreation Division. In 2020, the Department completed a [Parks & Recreation Strategic Plan](#) which incorporated community input and laid out strategic priorities to guide Department activities.

The City of Watsonville (City) is requesting proposals from qualified consultants for the City Park Facility Assessment Study Project for 24 of its 26 parks, as itemized in **Attachment B**. The remaining two parks (Ramsay and City Plaza) are in various stages of master planning or development and are excluded from this Study. In addition to these City Parks, this project also includes County of Santa Cruz Parks that fall within South County and/or Watsonville's sphere of influence. The County's portion of this RFP equates to approximately five (5) additional facilities, as itemized in **Attachment B**. It is the intent of the City to hire a qualified consultant who can provide assessments and field review, proposed improvements, estimate of improvements costs and priority for implementation of improvements at each of the specified City Park facilities. The final product sought is a Park Facility Assessment Report.

Proposals shall be submitted by firms that have a capable and demonstrable background in the type of work described in the section entitled "Scope of Work" of this notice. In addition, all interested firms shall have sufficient, readily available resources, in the form of trained personnel, support services, specialized consultants and financial resources, to carry out the work without delay or shortcomings.

SECTION 3

PROJECT PURPOSE

The intent of this study is to inventory and examine each Park and determine when systems will need to be replaced. The assessment study will include the examination of the features, amenities, hardscape, landscape, electrical, and irrigation systems which are key to keeping these Park facilities safe and functioning. This study will also identify park enhancements desired by the community.

The study will result in a Park Facility Assessment Report that will include priorities for funding. This will be used to develop a system-wide Park Improvement and Equity Plan for maintaining, renovating, and ultimately replacing facilities.

SECTION 4

SCOPE OF WORK

The following is a typical list of tasks that the consultant is expected, but not limited, to incorporate at a minimum into consultant's proposed scope of services. It is not intended that the tasks included below comprise a comprehensive list or are the only tasks required for this project. Each consultant firm is expected to develop its unique comprehensive and detailed scope of services, based on its expertise and knowledge that the consultant believes to be necessary to meet the City's expectations for completing the project.

1. PROJECT MANAGEMENT: Establish the project team (PDT) to consist of at a minimum the lead consultant's project manager and personnel and the City's project manager and personnel. Facilitate the means to regularly evaluate progress to best ensure that the project remains on schedule for meeting the City's goals and expectations.
2. DATA REVIEW : Review existing plans, documents, and other data inputs for use in the assessment. The City has identified the following data inputs that should be used as part of the assessment and will be provided to the consultant in electronic format:
 - [2009 Parks and Recreation Master Plan](#)
 - [2020 Parks and Recreation Strategic Plan](#)
 - 2022 Tree Inventory
 - 2018 County Parks Strategic Plan (SP) and current documents associated with the SP update
3. DATA COLLECTION : Conduct park and facility site visits with City and County staff to document and inventory site amenities, including buildings and structures and assess existing conditions.
4. INPUT MEETINGS AND PRESENTATIONS :

Community Input Meetings

The City desires to gather community input through three (3) facility input meetings to discuss current conditions and desired enhancements. Meetings may be facilitated in a way that divides the park facilities geographically with each meeting focused on a separate set of parks. Meetings can be scheduled to occur over a back-to back day period.

Presentations

- Draft assessment to the Parks and Recreation Commission Park Facilities Assessment Committee
- Final assessment to both the County and City the Parks and Recreation Commissions
- Final assessment to the City Council

The City will coordinate logistics for the public meetings including coordinating meeting locations and room arrangements, invitations to meetings, printing of handouts, etc. The consultant will provide meeting content information including graphic boards, handouts for printing, etc.

5. TIMELINE: Ideally, draft assessment report is complete by April 30, 2023, and final report May 31, 2023. Final timeline will be discussed and agreed upon.

6. DELIVERABLES (DRAFT AND FINAL REPORTS):

Required Deliverables

The following are the required deliverables for the project:

- a. In person meetings, conference calls, or video chat as needed with City to undertake and successfully complete the project
- b. On-site inspections and data collection of facilities including:
 - Roads and parking lots
 - Trails, walk ways, retaining walls, bridges, etc.
 - Turf and landscape areas including type of plant materials (excluding trees)
 - Play structures, components, and surfacing materials
 - Fountains and water play features
 - Site amenities: furniture, water fountains, fences, etc.
 - Lighting, fixtures, and systems
 - Buildings, restrooms, structures, etc. (Excluding community recreation centers located within parks)
 - Building components: roofing and siding, fixtures, alarms and systems, etc.
 - Utility services and specifications
 - Irrigation systems and components (to the valve box)
 - Sports features: courts, goals, fitness equipment, scoreboards, etc.
- c. Public meeting content including graphics, boards, handouts for printing, presentations, etc. and attendance at public meetings
- d. Park Facilities Assessment Report (draft and final), with a summary and organized by facility in editable format (such as Word) and PDF. Assessment should take into account any applicable laws, ordinances and industry standards (ADA, California Health and Safety Codes, etc.).

Park Facility Reports - Report should include the following information for each Park Facility:

- General facility description
- Report of facility inventory and assessment including:
 - Existing Conditions
 - Overall Rating (e.g. Good, Fair, Poor)
 - Category (roads, infrastructure, amenity, plant, etc.)
 - Year constructed/installed (when known)
 - Make/model (when applicable)
 - Photographs (when feasible/appropriate, especially for components requiring replacement or upgrade)
 - Recently completed improvements
 - Improvements in progress
 - Recommended Actions (Including needs based on any applicable laws, ordinances and industry standards - ADA, California Health and Safety Codes, etc.).

- Proposed action (e.g. repair, replace)
- Sustainability recommendations – Green and climate resiliency enhancements
- Priority (e.g. commitment, essential, maintain, enhance)
- Suggested year for proposed action
- Funding type (operating, capital)
- Anticipated cost for proposed work
- Summary table for facility (in Excel format)

Implementation Plan – The report should include a proposed plan for implementation that considers the overarching needs of the entire park system and community needs and priorities. This plan should incorporate community input, with the goal of achieving more equitable access to quality parks facilities.

e. GIS Database of Inventory

Collection of the facility inventory information noted above in GIS format for future use in an asset management program. The inventory should consist of the following assets:

- Recreational Amenities
 - Sports Courts (type, number)
 - Sports fields (type, number, size)
 - Dog parks
 - Play structures
- Facilities
 - Covered Picnic Areas/Picnic Shelters (capacity)
 - Storage Rooms
 - Concession stands
 - Announcing booth
 - Grandstands
 - Storage rooms
 - Restrooms (number of fixtures)
- Components and Amenities
 - Free standing picnic tables (e.g. concrete, etc.)
 - Park benches (e.g. concrete, etc.)
 - Drinking fountains
 - Barbecues
 - Trash receptacles (permanent; concrete, bolted to pavement or other structure)
 - Trash dumpsters
 - Bicycle storage/bike racks
 - Bike Repair Stations
 - Park signs, major (not including general wayfinding signage throughout the park)
 - Monument signs
 - Electronic or marquee signs (including scoreboards)
 - Information kiosks
 - Flagpoles
 - Bleachers
 - Art features and installations
 - Equipment/maintenance sheds
 - Gates
 - Stairs
 - Accessible ramps

- Bollards
- Sand water play features
- Shade structures/gazebos

- Infrastructure
 - Bridges, vehicular and pedestrian
 - Parking Lots
 - Hard surface walkways/paths

- Utilities
 - Potable water
 - At-grade utilities (water valves, meters, etc.)
 - At- or above-grade equipment (backflow preventers, DDCV's, etc.)
 - Irrigation water
 - At-grade utilities (water valves, meters, etc.)
 - At- or above-grade equipment (backflow preventers, etc.)
 - Non-potable water
 - At-grade utilities (water valves, meters, etc.)
 - At- or above-grade equipment (backflow preventers, etc.)
 - Storm drainage
 - Structure locations (manholes, catch basins, inlets, etc.)
 - Culvert structures (headwalls, etc.) and material types
 - Sewer
 - Structure locations (manholes, cleanouts, etc.)
 - Electrical
 - Structure locations (vaults, etc.)
 - Above-ground equipment (transformers, etc.)
 - Power poles and type (treated wood, steel, etc.)
 - Stand-alone lighting type (high mast, street-light mast arm, single pole, ornamental, etc.) and light type (HPS, LED, etc.).

SECTION 5 CONTENTS OF PROPOSAL

An electronic copy of the Proposal must include the following information in order to be considered:

1. A general description of the firm, and the credentials and background of the principal and team members who will be responsible for the project.
2. A documented summary and listing of past and present experience.
3. Statement of understanding of the project.
4. A detailed description of the proposer's approach for managing the project. The description should include at a minimum all tasks listed in the "Scope of Work". In addition, the proposer should include any steps/tasks not included in "Scope of Work" that proposer thinks would materially affect the quality of the project. The quality and thoroughness of the proposer's description of project tasks is an evaluation criterion.
5. Project Schedule/timeline by Task and Task Sequencing.

6. Consultant Concerns or alternative approaches.
7. Statement of agreement to standard City Consultant Contract and insurance requirements. Changes to the standard City contract will not be considered.
8. Firm profile or Statement of Qualifications.
9. A minimum of three related business references, including names, addresses, and phone numbers, plus a description of the type of work performed.
10. Cost Proposal by Task and total cost. Provide two cost proposals: one for City Parks and one for County Parks.
11. List the hourly rates for any applicable position that may work on the project, and the hours to be spent on the project. Include any other additional expenses (travel, or probable out of pocket expenses). Additional expenses will not be allowed unless specified in the proposal. Costs must be unbundled and listed separately. Provide a total “not to exceed” amount for the project.

The cost for preparing a proposal in response to the RFP is the responsibility of the Consultant.

One (1) electronic copy of the proposal is due by **5:00 pm Friday, January 27, 2023**. Late submittals will not be considered. The proposals should be emailed to: Nick Calubaquib, Parks and Community Services Director, nick.calubaquib@cityofwatsonville.org.

SECTION 6 GENERAL REQUIREMENTS AND INFORMATION

The consultant selected pursuant to this request for proposal will be required to comply with the following requirements:

1. A City of Watsonville business license - (upon contract execution).
2. W-9
3. Must be able to satisfy all requirements pertaining to insurance (See Section 9 of Consultant agreement)
- 4.

SECTION 7 SELECTION PROCESS

City staff will review all submitted proposals to determine those Consultants that best meet the requirements of this RFP and the evaluation criteria listed above.

Evaluation Criteria: The City of Watsonville will evaluate the proposals based on the following criteria:

#	Evaluation Criteria	Weight
1	Understanding of the scope of work to be performed	15
2	Response to the project objectives and scope outlined in this RFP	20
3	Creativity and problem solving provided in proposal	20
4	Qualifications and experience as it relates to the scope of work in this RFP	15
5	References and satisfactory record of performance	10
6	Project Schedule	10
7	Cost Proposal	10

The most qualified Consultants will be invited to an interview with the City staff the week of January 30, 2023.

All proposals submitted shall be valid for a minimum period of one-hundred and twenty (120) calendar days following the last date established for proposal submission. Proposals may be withdrawn on written request from the proposer at the address shown in this solicitation prior to the last date for proposal submission. Negligence on the part of the proposer in preparing the proposal confers no right of withdrawal after the time set for proposal submission.

It is the intent of the City to enter into a contract for services with the selected consultant no later than sixty (60) days of the last date established for proposal submission. The City reserves the right to reject any and all proposals. The final selection will not be based on the lowest-bid, but rather the best value.

SECTION 8 ACCEPTANCE OR REJECTION AND NEGOTIATION OF PROPOSAL

The City of Watsonville reserves the right to accept or reject any or all proposals, or select more than one firm to complete this work. After selection by the City, the contents of the submitted proposal will become a contractual obligation. Failure to agree to include the proposal as part of the contractual agreement will result in cancellation of the award.

The City of Watsonville reserves the right to negotiate a modification to, or accept any part of the proposal, and will not be obligated in any way to accept those parts that do not meet the approval of the City. Terms and conditions of the contract will be subject to the approval of the City Attorney. The proposal, draft report, and final report shall become the property of the City of Watsonville.

SECTION 9 SELECTION TIMETABLE

The proposal phase schedule is as follows:

City releases RFP	January 6, 2023
Last day to submit written questions	January 13, 2023 at 5:00pm
City responds to written questions via addendum	January 17, 2023
Proposals due	January 27, 2023 at 5:00pm
Interviews with successful bidders	Week of January 30, 2023
City issues Notification of Intent to Award	Week of February 6, 2023
City Council awards Contract	February 21, 2023
Begin Work	February 27, 2023

SECTION 10 QUESTIONS

Questions regarding this RFP should be submitted in writing and directed to Nick Calubaquib, via e-mail at nick.calubaquib@cityofwatsonville.org, no later than Friday, January 13, 2023 at 5:00pm. As necessary, responses to questions will be issued via an addendum. The City of Watsonville reserves the right to reject any and all proposals. The City looks forward to your response to this Request for Proposals.

***PLEASE NOTE:** This RFP, subsequent addendums, and all attachments are available online at the City of Watsonville's website at <https://www.cityofwatsonville.org/1731/View-Current-Parks-Request-for-Proposals> .

SECTION 11 RESERVATIONS

Additional information regarding RFP submittal, content, processes and procedures are listed below:

- 1) All proposals will become the property of the City of Watsonville and will not be returned to Consultants. Consultants are advised that all documents submitted with their proposals are public records open to inspection without redaction, and are directed to California Government Code Section 6250 (Public Records Act), which is available on the State Internet site (www.ca.gov).
- 2) The City of Watsonville reserves the right to reject any and all proposals, whether or not minimum qualifications are met, and to modify, postpone, or cancel this Request for Proposal, in whole or in part, or decide to award a contract to perform only some of the services outlined in this Request For Proposal, without liability, obligation, or commitment to any party, Consultant, or organization.
- 3) In addition, the City reserves the right to request and obtain additional information from any candidate submitting a proposal, and to negotiate the final scope of services with the selected consultant. The City is not liable for any costs incurred by consultants prior to issuance of an agreement, contract or purchase order. Costs of developing the proposals, oral presentations or any other such expenses incurred by the consultant in responding to the RFP are entirely the responsibility of the consultant, and shall not be reimbursed in any manner by the City of Watsonville. No materials or labor will be furnished by the City.
- 4) The City reserves the right to waive or permit cure of minor informalities and/or insignificant mistakes such as matters of form rather than substance and to conduct discussions and negotiations with any qualified respondent in any manner deemed necessary by the City to serve its best interests. The City also reserves the right, based on its sole judgment and discretion, to award a contract based upon the written proposals it receives without conducting discussions, interviews or negotiations.
- 5) If, in the opinion of the City, a proposal contains false or misleading statements or references, it may be rejected.
- 6) The City reserves the right to obtain written clarification of any point in a Consultant's proposal or to obtain additional information necessary to properly evaluate a particular proposal. Failure of a Consultant to respond to such a request for additional information or clarification may result in rejection of the Consultant's proposal.
- 7) Failure to comply with these instructions, and the other specific provisions of the RFP, may result in the Consultant's proposal not being reviewed.
- 8) City of Watsonville reserves the right, without qualification, to select a Consultant for further discussions based solely on the content of the RFPs and relevant information obtained from others concerning the respondent's respective records of past performance.
- 9) The consultant's proposal shall not be made contingent upon uncertain events, which shall not have occurred until after the RFP is completed.
- 10) In the event that it becomes necessary to revise any part of this RFP due to inquiries raised, an email notifying an addendum, supplement or amendment to this RFP will be provided to Consultants who received an original invitation to bid via email OR responded to us with their contact information as described on the cover letter of this RFP. Changes to the RFP shall be accomplished by an amended page or pages.

ATTACHMENT A

**CONTRACT FOR CONSULTANT SERVICES BETWEEN
THE CITY OF WATSONVILLE AND [ADD NAME]**

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.

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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.

Consultant has the expertise and experience necessary to perform the services and duties agreed to be performed by Consultant under this Contract, and City is relying upon the skill and knowledge of Consultant to perform said services and duties. Consultant shall defend, indemnify and hold harmless City, its officers and employees, against any loss or liability arising out of or resulting in any way from work performed under this Contract due to the willful or negligent acts (active or passive) or errors or omissions by Consultant or Consultant's officers, employees or agents.

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 \$1,000,000.00 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 \$1,000,000.00 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
275 Main Street, Suite 400
Watsonville, CA 95076
(831) 768-3040

[add information]

SECTION 22. EXHIBITS:

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

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

CITY

CONSULTANT

CITY OF WATSONVILLE

BY _____
Rene Mendez, City Manager

BY _____
[Name, Title]

ATTEST:

BY _____
Irwin I. Ortiz, City Clerk

APPROVED AS TO FORM:

BY _____
Samantha W. Zutler, City Attorney

EXHIBIT "A"
SCOPE OF SERVICES

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.

ATTACHMENT B

CITY AND COUNTY PARKS

1. **City of Watsonville Parks (Please note that Ramsay and City Plaza shall be excluded from this study)**
 - Park Amenities Chart (includes list of all Parks):
<https://www.cityofwatsonville.org/DocumentCenter/View/16564/ParkRx-2021-7>
 - Info on all Parks: <https://www.cityofwatsonville.org/1207/City-Parks>
 - Park Finder: <https://www.cityofwatsonville.org/2408/Watsonville-Park-Finder>

2. **County of Santa Cruz Parks**
 - Pinto Lake County Park
 - Mesa Village County Park
 - Aldridge Lane County Park
 - Scott County Park
 - Freedom Lake County Park
 - Info on all Parks:
<https://www.scparks.com/Home/ExploreOurParksBeaches/AllCountyParks.aspx>
 - Park Finder:
<https://www.scparks.com/Home/ExploreOurParksBeaches/CountyParksParkFinder.aspx>