



REQUEST FOR PROPOSAL (RFP)

Community Development Department

Plan Review Services

250 Main Street
Watsonville, CA 95076
PH (831) 768-3050

NOTICE INVITING PROPOSALS

Proposals Due: Friday, March 23, 2018 until 4:00 PM

Deliver proposals to:

City of Watsonville
Community Development Department
Attn: Building Division
250 Main Street
Watsonville, CA 95076

Project: *Plan Review Services*

For More Information:

The Request for Proposals (RFP) document may be downloaded from the City's website at www.cityofwatsonville.org or obtained from the **Community Development Department, 250 Main Street, Watsonville, California, 95076.**

For Additional Assistance:

ERIC SIMONSON, ASSISTANT DIRECTOR/BUILDING OFFICIAL
Office Phone: 831-768-3065
Email: eric.simonson@cityofwatsonville.org

The City reserves the right to reject any or all proposals and waive any informality or minor defects in proposals received.

Notice is hereby given that sealed proposals will be received at the Community Development Department, Friday, March 23, 2018 until 4:00 PM local time, for furnishing all labor, materials and equipment, and performing all work necessary and incidental to: Provide Supplemental Plan Review and Inspections for the Building Division including fire plan review and onsite inspection services in accordance with Federal and State regulations, the City of Watsonville municipal codes, specifications and contract documents.

Proposals shall be delivered and addressed to the City of Watsonville, Community Development Department, Attn: Building Division, 250 Main Street, Watsonville, CA 95076, and shall be labeled "Plan Review Services". Any Proposer who wishes their proposal to be considered is responsible for making certain that their proposal is received in the Community Development Department by the proper time. Proposals received after the scheduled Submittal Deadline will be returned unopened.

It is the responsibility of the Proposer to see that any Proposal submitted shall have sufficient time to be received by the Community Development Department before the Submittal Deadline. Late proposals will be returned to the Proposer unopened. Proposals will not be opened publicly. Proposals should be clearly labeled and submitted in a sealed envelope or box bearing the name of the Proposer, RFP and Submittal Deadline. No oral, electronic, telegraphic or telephonic proposals will be accepted.

SECTION 1. GENERAL INFORMATION FOR VENDORS

1.1 Scope of Work

The City of Watsonville invites proposals from qualified and interested persons and/or firms with experience and technical qualifications related to fire, building and engineering construction and peer review:

- a. California State Building Standards and local codes including Fire, Building, Electrical, Mechanical, Cal Green Energy and Accessibility, CASp (Certified Access Specialist), Historical Building, Existing Building and other related professional and technical services;
- b. Engineering Peer Review of submitted residential, commercial and industrial projects; geotechnical materials and grading related structural components:
 - Geotechnical requirements and related structural components of grading design for grading provisions in conformance with regulation contained in the most current City adopted Building Codes, Grading Ordinances and State law governing grading regulations.
 - Verify compliance with City conditions of approval related to building construction requirements.
 - Process **plan revisions** and verify that **corrections** have been satisfactorily made.

Plan Checks

- Complete first time plan reviews for small to medium projects within ten (10) business days including shipping and processing times, or as agreed upon by the City and Consultant.
 - Complete first time plan reviews for large or complex plan check projects within fifteen (15) business days including shipping and processing times, or as agreed upon by the City and Consultant.
 - Complete plan check re-checks (2nd or 3rd) for all types of projects will be completed within five (5) working days including shipping and processing times, or as agreed upon by the City and Consultant.
- c. **Expedited Plan Checks:** Provide an expedited plan check process which will result in faster than the normal standard ten (10) – fifteen (15) business days turn around. This service will be negotiated on a case by case basis by the City, Con-

sultant and the applicant, considering the scope of the project and the timelines needed.

Provide communications between applicants and City staff in or by the following methods:

- Be available to confer with applicants and City staff at City Hall by telephone conversations, e-mail and fax during all normal business hours.
- Provide a 1-800 number for service calls from the City and permit applicants.
- Provide plan check comments in the City's standard plan check corrections format.
- Provide pick-up and delivery service for plans reviewed to and from Watsonville City Hall at no cost to the City.
- **Meet with City staff or applicants** upon request, with a 48 hour notice.

The building and engineering plan review functions are part of the Community Development Department. Consultants hired by the City of Watsonville will report to the City's Building Official in addition to interaction with other Divisions and Department staff.

The purpose of the Request for Proposal is to solicit competitive proposals from qualified persons and/or firms to provide plan review, engineering peer review and building inspection services on an as needed basis for the City of Watsonville. Inspection Services are primarily limited to Accessibility by a CASp. The City's intent is to minimize response time and improve customer service by supplementing in house with consulting services on an as needed basis. Consultant, upon request of the City, shall attend any required meetings connected the plan review, peer review and/or CASp inspections of projects.

Plan review, engineering peer review and CASp services primarily include initial review and up to two (2) subsequent reviews of building construction plans for compliance with model codes adopted by the State of California and local ordinances.

The City anticipates entering into contracts with up to two firms, time frame to be determined, with specified contract amounts that would be available for expenditure for the duration of this period.

The City is requesting proposals for and considering entering into contract for Services on an as-needed basis to provide fire and building plan review, engineering peer review and inspection services and for the state building standards codes and local building codes and ordinances adopted by the City of Watsonville.

The selected consultant shall provide plan review, engineering peer review and CASp services as requested by the City. Any single review may require one or more subsequent reviews of submitted plans. The City requires a ten (10) business day turn around for most (some exceptions) plans reviewed: re-submittals of plan review comments shall also be returned within ten (10) business days. Failure to provide services within timelines identified may void this contract or result in non-payment for overdue reviews.

Consultant shall provide transportation from their place of business to the City for pick-up and delivery of plans for the first review and all subsequent reviews associated with each project.

1.2 Estimated Dollar Value

The City has a budgeted range of \$10,000 to \$200,000 for FY 2018/19 for Building Plan Check, Engineering Plan Review, and Building Inspection services.

1.3 Contact

If you have any questions concerning this solicitation, please call contact ERIC SIMONSON, ASSISTANT DIRECTOR/BUILDING OFFICIAL, AT 831-768-3065, EMAIL Eric.simonson@cityofwatsonville.org. To learn solicitation results, call ERIC SIMONSON after the due date.

1.4 Proposal Deadline

Proposals are due no later than Friday, March 23, 2018 at 4:00 PM. All proposals will be delivered to the City of Watsonville, Community Development Department, Attn: Building Division, 250 Main Street, Watsonville, California, 95076 before the due date. Late proposals may not be considered. Vendors will deliver one unbound original of the proposal in a sealed envelope before the due date and will email a copy of the proposal and any attachments to eric.simonson@cityofwatsonville.org on the next business day after the due date. Email submissions will not be accepted if the corresponding unbound original is not submitted before the due date and time.

1.6 Organization of the RFP Document

The Request for Proposals (RFP) is organized in these sections:

Section 1- General Information to Vendors: Contains scope of work, contact information, proposal due date, and general background information.

Section 2- Specifications: Provides details regarding the contract requirements.

Section 3- Process Instructions: Contains the tentative RFP schedule, explains how the proposals will be evaluated, and presents administrative information on the conduct of the RFP process.

Section 4- Standard Contract: Details the City's standard contract.

Section 5- Proposal Cover Page: Provides basic Vendor contact information and an authorized signature accepting the City's terms and conditions as stated in this solicitation.

Section 6- Questionnaire: Presents questions for Vendor response.

SECTION 2: SPECIFICATIONS

2.1 Project Overview

Refer to SECTION 1, 1.1 Scope of Work

2.2 Responsibilities of Vendor

Refer to SECTION 1, 1.1 Scope of Work

2.2 Responsibilities of City

Refer to SECTION 1, 1.1 Scope of Work

2.3 Basic Qualification of Vendor

Refer to SECTION 1, 1.1 Scope of Work

2.4 Vendor's Employee Conduct

Vendor will agree to remove any employee whose conduct is improper, inappropriate, or offensive as determined by the City. A removed employee(s) is not to work on City premises without the written consent of the City. The Vendor will remove any employee from working in, or delivering to City facilities who is convicted of a felony during his/her employment.

2.5 Background Check Requirement

Vendor will be responsible to verify all its employees who will be working for the City have the required background checks.

SECTION 3: PROCESS INSTRUCTIONS

3.1 RFP Schedule

Proposals are due on Friday March 23, 2018 by 4:00 PM. The City will evaluate proposals received as quickly as possible. It is anticipated that City Council will award this contract by June 15, 2018 with the contract commencing in July, 2018.

3.2 Proposal Format

Proposals are due no later than Friday, March 23, 2018 at 4:00 PM. All proposals will be delivered to the City of Watsonville, Community Development Department, Attn: Building Division, 250 Main Street, Watsonville, California, 95076 before the due date. Late proposals may not be considered.

Vendors will deliver one unbound original of the proposal in a sealed envelope before the due date and will email a copy of the proposal and any attachments to eric.simonson@cityofwatsonville.org on the next business day after the due date. The City prefers for proposals to be printed on recycled paper and bound in an easily recyclable format. Email submissions will not be accepted if the corresponding unbound original is not submitted before the due date and time.

The City will not be liable for any expenses incurred by Vendors responding to this solicitation. Proposals should be organized as follows:

- 1. Vendor Response to Proposal Cover Page, Section 5:** Provides basic Vendor contact information and an authorized signature accepting the City's terms and conditions as stated in this solicitation.
- 2. Vendor Response to RFP Questionnaire, Section 6:** Answers should be complete and in the order presented. Make your proposal as short as possible and do not include generic marketing materials.
- 3. Optional Appendices or Exhibits:** Vendors may include sample reports, peer review reports, letters of recommendation, or other exhibits that may assist the City in favorably evaluating the Vendor. Do not include generic marketing materials. Vendors have the right to take exception to the specifications or terms to this solicitation. Any exceptions taken must be explained in the proposal. Any exceptions that contradict the City's terms and conditions, or contain provisions that are not in the best interest of the City will disqualify the vendor. If exceptions are not explained, the Vendor will comply with the specifications as stated in this solicitation.

3.3 Non-Response to RFP

In the event your business decides not to submit a proposal, please return the Proposal Cover Page Form, Section 5. It would be helpful if you indicated why your business did not wish to submit a proposal.

3.4 RFP Addenda

The City may determine it is necessary to revise any part of this solicitation. Revisions will be made by written addenda and it is the Vendor's responsibility to comply with any addenda to this solicitation. Any addenda will be:

- Emailed to known interested vendors, or
- Posted on the City's website, www.cityofwatsonville.org

3.5 Proposal Evaluation

RFP responses will be evaluated and ranked according to the criteria below by an Evaluation Committee composed of City staff. The evaluation committee will open and review the proposals in confidence. Proposals will be available to the public after contract award.

Criteria	Weight
1. Vendor's qualifications, experience and references	40%
2. Fees-pricing	35%
3. Vendor's Scope of Work	10%
4. Vendor's Technical Assistance	10%
5. Overall quality of proposal	5%

3.5.1 Proposal Evaluation Criteria Definitions

a. Vendor's Qualifications (40%)

Proposals will be evaluated for the Vendor's qualifications, experience and references. The criteria will also include an evaluation of the Vendor's longevity, projected financial stability, and performance on similar contracts.

b. Fees-pricing (35%)

The total cost of the contract will affect 35% of the overall evaluation. The lowest responsive offer will be given the full points for this criterion and higher offers will be scored proportionally using the following formula:

$$((\text{Lowest responsive offer's price, including discounts \& preferences} / \text{this offer's price, including discounts \& preferences}) * 100 = \text{Pre-weighted score}) * 35\%$$

c. Vendor's Scope of Work (10%)

Proposals will be evaluated for the Vendor's ability to provide answers for the Questionnaire, Section 6

d. Vendor's Technical Assistance (10%)

Proposals will be evaluated for the vendor's ability and willingness to provide on-going support and technical assistance throughout the contract term.

e. Overall Quality of Proposal (5%)

Proposals will be evaluated for its professionalism and thoroughness. Vendors should answer all questions in the order presented.

3.6 Proposal Evaluation and Award

Evaluation of the proposals will be based upon a competitive selection process. The City's primary objective is to retain a consultant so that the City is best positioned to provide timely and professional plan review services in a qualified, efficient, and cost-effective manner, in combination with in-house City staff resources. City staff and evaluators will review all statements of proposals received timely.

The candidate will be evaluated on the following criteria:

- 1.) Responsiveness to Questionnaire.
- 2.) Experience in providing the same or similar services.
- 3.) References.
- 4.) Cost to perform the required services as stated in the Scope of Work.
- 5.) Ability to understand and perform the plan review and inspection tasks efficiently and in accordance with the requirements of City, approved documents and State adopted codes.
- 6.) Demonstrated ability to make appropriate judgments about building code interpretations and alternate methods of achieving compliance with applicable codes in consultations with the City's Building Official.
- 7.) Strength of personnel and team proposed to provide services.
- 8.) Oral and written communication abilities.

Consultant must satisfy the City in its ability to perform the services required. Consultant must demonstrate and document a history of timely and satisfactory performance of similar projects in a manner which addresses the stated evaluation criteria. Consultant shall be responsible for the accuracy of information supplied concerning references. In addition, the City may consider evidence of untimely and unsatisfactory performance on prior similar projects, or litigation by the Consultant on previous contracts to be grounds for disqualification.

The City reserves the right to reject any or all Proposals, amend the RFP, and to discontinue or re-open the process at any time. The City reserves the right to request and obtain, from one or more consulting firms, supplementary information as may be necessary for the City to analyze the proposal pursuant to contract selection criteria. Upon completion of the evaluation phase, the City will select those consultants for interviews whose proposals and qualifications most closely conform to the requirements of this RFP. The consultant, by submitting a response to this RFP, waives all right to protest or seek any legal remedies whatsoever regarding any aspect of this RFP. The City may choose to interview one or more firms responding to this RFP, and may enter

into more than one contract with multiple individuals or firms, if City determines that is the best way to address the full range of services needed under this RFP.

CONTRACT WITH CITY AND ANTICIPATED TIMING FOR BEGINNING SERVICES

During the term of the contract, the Consultant will be required to keep informed of applicable local, State and Federal laws and regulations, including, but not limited, to those pertaining to conflict of interest, which in any manner affect those employed by Consultant or in any way affect the performance of the building plan check and other building services.

3.7 Evaluation of Finalists

After the initial proposal evaluation, the City may determine that additional information is needed to establish the final ranking of vendors.

The finalists will be contacted and may be asked to:

- Make an oral presentation by responding to pre-established questions,
- Conduct a scenario-based demonstration of the equipment or service,
- Revise the submitted proposal for the purpose of obtaining best and final offers, and/or
- Provide additional information to assist City in determining the best value vendor.

All finalists will be given equal opportunity to provide the requested information to the City. Any oral presentations and/or demonstrations will be scheduled for a mutually agreed upon date, **tentatively interviews are scheduled for mid May, 2018.**

The Evaluation Committee will use all information collected to rank the finalists in order of their ability to best meet the requirements of the City. The City will begin negotiating a firm contract with the highest ranked Vendor. If no agreement can be reached, negotiations will begin with the next ranked Vendor.

3.7 Contract Implementation

The contract resulting from this solicitation is tentatively scheduled to begin **JULY 2018**. Upon award notification and prior to final contract approval, the successful proposer will be required to submit:

- a. Proof of insurance and living wage ordinance compliance documentation as specified in Sections 4.1 and 4.4 of this solicitation;
- b. Documentation of all credentials necessary to legally perform the services specified;
- c. A completed W9 form and, if applicable, non-resident withholding exemption form, if not already on file with the City; and
- d. Proof of a current City of Watsonville business tax certificate if the Vendor is located in, or performs services within, the City limits for more than six (6) days annually.

The finalized contract will include the RFP Section 2 (Specifications), the RFP Section 4, the Vendor's response to Section 5 (Proposal Cover Page), the Vendor's response to Section 6 (Questionnaire) and any negotiated modifications agreed to by the parties.

3.8 Public Record

Proposals received will become the property of the City. All proposals, evaluation documents, and any subsequent contracts will be subject to public disclosure per the "California Public Records Act," California Government Code, Sections 6250 – 6270. All documents related to this solicitation will become public records once discussions and negotiations with proposers have been fully completed and an award has been announced.

Appropriately identified trade secrets will be kept confidential to the extent permitted by law. Any proposal section alleged to contain proprietary information will be identified by the proposer in boldface text at the top and bottom as "PROPRIETARY." Designating the entire proposal as proprietary is not acceptable and will not be honored. Submission of a proposal will constitute an agreement to this provision for public records. Pricing information is not considered proprietary information.

3.9 Award Protests

The City desires to foster cooperative relationships with Vendors and to reach a fair agreement in a timely manner.

The City encourages Vendors to resolve issues regarding the solicitation requirements or the procurement process through written correspondence and discussions at least five (5) business days prior to the proposal due date. This will allow the City time to research the validity of the protest and either issue an addendum to the solicitation, cancel the solicitation, or determine the protest to be unfounded and proceed with the solicitation. In the event the protest of specifications is denied and the protester wishes to continue in the protest process, the protesting vendor must still submit a proposal in accordance with the proposal submittal procedures provided in this solicitation. Questions or concerns prior to the intent to award notice will be directed to ERIC SIMONSON, ASSISTANT DIRECTOR/BUILDING OFFICIAL AT 831-768-3065, EMAIL eric.simonson@cityofwatsonville.org.

Any Vendor who unsuccessfully bids on a City contract or any trade association representing workers who would have potentially been employed by such contract may formally protest a contract award. Protest letters regarding a formal contract award will be directed to:

City of Watsonville
Attn: City Clerk
275 Main Street, Suite 400
Watsonville, California 95076

Protests will be filed with the City Clerk's office no later than five (5) business days after the written notice of intention to award has been distributed.

Protest letters will include:

- The name, address, and telephone number of the protester;
- The solicitation title and due date;
- Name of City employee and Department designated as the contact in the original solicitation;
- A detailed statement of the legal and/or factual grounds for the protest; and
- The form of relief requested.

The City Council will hear the protest prior to award of the contract. The protesting party may protest the City's or successful Vendor's failure to comply with the requirements of the Purchasing Ordinance or the solicitation documents. The protest must clearly set forth the basis for the protest; grounds not set forth in the written protest will not be considered by the City Council at the protest hearing. The City Council will sustain a protest if the protesting party demonstrates by clear and convincing evidence that, as specified above, the City would act improperly in awarding the contract. The decision of the City Council will be final.

SECTION 4: STANDARD CONTRACT

4.1 City's Standard Contract- see Attachment 1

SECTION 5: PROPOSAL COVER PAGE

5.1 Proposal Deadline

Proposals are due no later than Friday, March 23, 2018 at 4:00 PM. All proposals will be delivered to the City of Watsonville, Community Development Department, 250 Main Street, Watsonville, California, 95076 before the due date. Late proposals may not be considered.

Vendors will deliver one unbound original of the proposal in a sealed envelope before the due date and will email a copy of the proposal and any attachments to eric.simonson@cityofwatsonville.org on the next business day after the due date. The City prefers for proposals to be printed on recycled paper and bound in an easily recyclable format. Email submissions will not be accepted if the corresponding unbound original is not submitted before the due date and time.

5.2 Proposal Response Sheet

The undersigned, upon acceptance, agree to furnish the following in accordance with the specifications and terms and conditions per City of Watsonville, Request for Proposals Plan Review Services, at the prices indicated herein.

The undersigned, under penalty of perjury, declares not to be a party with any other business to an agreement to bid a fixed or uniform price in connection with this proposal. The undersigned declares under penalty of perjury that she/he is authorized to sign this document and bind the business or organization to the terms of this contract. The undersigned recognizes the right of the City of Watsonville to reject any or all proposals received and to waive any informality or minor defects in proposals received.

Vendor Name:	
Address:	
Telephone No.:	Fax:
Email:	
Signature of Authorized Representative:	
Printed Name of Authorized Representative:	
If vendor is awarded the contract, will vendor extend contract terms and pricing to other government agencies? <input type="checkbox"/> Yes <input type="checkbox"/> No	

5.3 Addenda

The City may determine it is necessary to revise any part of this solicitation. Revisions will be made by written addenda and it is the Vendor's responsibility to comply with any addenda to this solicitation. Any addenda will be:

- Emailed to known interested vendors, or
- Posted on the City's website, www.cityofwatsonville.org, under Bidding Information, or
- Vendors may contact ERIC SIMONSON, ASSISTANT DIRECTOR/BUILDING OFFICIAL, AT 831-768-3065, EMAIL eric.simonson@cityofwatsonville.org

How many addenda were issued for this solicitation? _____

SECTION 6: QUESTIONNAIRE

Any omission may be cause for rejection of proposal. Answers should be complete and in the order presented. A simple "yes" or "no" answer is not adequate.

Vendors have the right to take exception to the specifications or terms to this solicitation. Any exceptions taken must be explained in the proposal. Any exceptions that contradict the City's terms and conditions, or contain provisions that are not in the best interest of the City will disqualify the vendor. If exceptions are not explained, the Vendor will comply with the specifications as stated in this solicitation.

In order to be considered for selection, respondent individuals or firms shall submit a proposal that addresses each of following 1.) thru 10.), and shall provide resumes and evidence of qualifications to provide the services listed in this RFP.

1) Letter of Introduction

- a. Provide a letter of introduction signed by a Principal or Senior Officer of the firm.
- b. If submitting as a team, note which team is the prime consultant or lead joint venture partner, if applicable.
- c. Include the name, title and resume of the person who will be the lead/project manager, and the name(s) and title(s) and resumes for the individuals that will be providing the plan review service.

2) Firm Information and Qualifications

- a. Number of years the firm has been in business.
- b. List the company and individual team members' experience in providing similar services, including a chart that indicates name, personnel qualifications, state registrations and/or certifications relevant to the type of plan review and inspection services proposed to be provided by that individual.
- c. Identify any consultants/sub-consultants that you would expect to use, noting relevant disciplines. Include resumes and information regarding that firm(s) qualifications.

3) References

- a. Provide a list of at least five (5) current references. Include name of jurisdiction or organization, job title, email address, mailing address, telephone number(s). Identify the type of services provided to each individual/organization, the location where the services were provided, and the dates of service.

4) Professional Services Fees

- a. Provide a proposed schedule of total fees proposed for the components of the scope that you are submitting a proposal for and a listing of estimated other direct costs.
- b. Provide a listing of hourly rates for services, by type of personnel and/or service.
- c. Consultant shall provide an itemized fee table identifying the nature of the building service and fees associated with services.

5) Firm's or Team's Capabilities and Abilities; Review Times and Requirements.

- a. Provide a statement demonstrating your firm's or team's ability to accomplish the scope of services in a comprehensive and thorough manner to meet the needs of the City of Watsonville, addressing scope of work identified above.
- b. Provide a schedule of turn-around time for various project types and sizes.
Note: The City of Watsonville recognizes that large more complex projects require additional time and will be discussed with the Building Official on an individual basis.

6) Include a statement regarding whether the City's standard consultant agreement is acceptable as is, or whether any modifications would be proposed.

7) List any lawsuits or arbitration proceedings that have been initiated by or against your firm in the past five (5) years. Briefly state the nature of the action and the outcome.

8) Explain the firm's or team's use of technology, such as whether you employ an internet tracking system that can be accessed by City staff to check on status of the plan reviews.

9) Describe how your firm provides for responsiveness to phone calls or email from City staff; and discuss your anticipated relationship with the City of Watsonville and your organization.

10) Describe your firm's customer service philosophy and provide examples where this philosophy is demonstrated.

**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

City Clerk
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

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

CITY

CITY OF WATSONVILLE

CONSULTANT

BY _____
Charles A. Montoya, 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

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.