Request for Qualifications
Airport Planning and Environmental Consultant Services

City of Watsonville
Watsonville Municipal Airport

NEW: February 22, 2019

Submittal Due Date:
March 29, 2019
No later than 5:00 P.M.

Mail to Address:
City of Watsonville
250 Main Street
Watsonville, California 95076
Attention: City Clerk

Email to: cityclerk@cityofwatsonville.org

February 22, 2019
# TABLE OF CONTENTS

I. **NOTICE OF REQUEST FOR QUALIFICATIONS** .......................................................... 1  
   A. Purpose .................................................................................................................. 1  
   B. Requirements ........................................................................................................ 1  
   C. Expected Timeline .................................................................................................. 1  
   D. Delivery of Statement of Qualifications ............................................................... 2  

II. **BACKGROUND AND GENERAL INFORMATION** ................................................. 3  
    A. Airport Information ............................................................................................ 3  
    B. Environmental Consideration ............................................................................ 3  

III. **FIVE-YEAR AIRPORT CAPITAL IMPROVEMENT PLAN** ..................................... 4  
    A. Overview ............................................................................................................. 4  

IV. **REQUESTED SCOPE OF SERVICES** .................................................................. 5  

V. **SUBMITTAL REQUIREMENTS** ............................................................................. 6  
   A. Required Statement of Qualification Information ................................................ 6  
   B. Minimum Qualifications ...................................................................................... 7  

VI. **SUBMITTAL FORMAT** ....................................................................................... 8  
    A. Proposal Requirements ........................................................................................ 8  
    B. Inquiries or Clarifications .................................................................................... 9  

VII. **EVALUATION AND SELECTION PROCESS** ...................................................... 10  
    A. Evaluation Criteria .............................................................................................. 10  
    B. Selection Criteria ................................................................................................ 11  

VIII. **TERMS AND CONDITIONS** ........................................................................... 12  
    A. General Terms and Conditions ......................................................................... 12  
    B. Responsibility of Successful Consultant ............................................................ 13  
    C. Terms and Conditions ....................................................................................... 13  

IX. **ATTACHMENTS** ............................................................................................... 14  
    A. Attachment 1 – Airport ACIP Detail .................................................................... 14  
    B. Attachment 2 – Sample Agreement for Professional Services .............................. 15
NOTICE OF REQUEST FOR QUALIFICATIONS

I. NOTICE OF REQUEST FOR QUALIFICATIONS

A. Purpose

In accordance with Federal Aviation Administration (FAA) and City of Watsonville (City) requirements, the City is formally requesting statements of qualification (SOQ) from professional consultant firms with a strong background and understanding in airport planning, environmental, and related specialized services.

The City wishes to retain these services for a 5-year contract period commencing July 1, 2019 through June 30, 2024. The selected firm will assist the City with planning projects, improvements, and environmental compliance for the Watsonville Municipal Airport (Airport). The types of services include, but are not limited to, the following:

- preparation and administration of necessary applications and documents for FAA Airport Improvement Program (AIP) grant funding;
- providing airport planning services as required by the City; and
- environmental services.

B. Requirements

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

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

C. Expected Timeline

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

<table>
<thead>
<tr>
<th>Milestone</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>RFQ Published (NEW)</td>
<td>02/08/2019</td>
</tr>
<tr>
<td>Pre-Submittal Meeting (not mandatory)</td>
<td>02/21/2019</td>
</tr>
<tr>
<td>Question Submittal Due Date</td>
<td>03/01/2019</td>
</tr>
<tr>
<td>Due Date for Submittals</td>
<td>03/29/2019</td>
</tr>
<tr>
<td>Interview Selected Firms (if necessary)</td>
<td>04/23/2019</td>
</tr>
<tr>
<td>Selected Firm(s) Notified</td>
<td>05/14/2019</td>
</tr>
<tr>
<td>City Council Approves Award</td>
<td>05/28/2019</td>
</tr>
</tbody>
</table>

The non-mandatory Pre-Submittal Meeting will be held at the Watsonville Municipal Airport located at 100 Aviation Way, Watsonville, CA 95076 on February 21, 2019. The Pre-Submittal Meeting is scheduled from 2:00 p.m. – 4:30 p.m. Pacific Standard Time.
D. Delivery of Statement of Qualifications

The maximum size of the submittals, including all attachments, diagrams, or other information shall not exceed thirty-five (35) pages. Respondent shall use Arial font at a size of 12 points or larger. Five copies and one original submittal, as well as an electronic copy on a USB must be submitted.

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

Attention: City Clerk
City of Watsonville
250 Main Street
Watsonville, California 95076

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

A. Airport Information

The Watsonville Municipal Airport (Airport) is located on the northwest side of the City of Watsonville, California (population 52,087) - three miles from the city center. The Airport is owned and operated by the City and is the only public-use airport in Santa Cruz County. The Airport is an uncontrolled airport (no operating air traffic control tower) consisting of facilities that accommodate general aviation aircraft operations including: two runways, multiple taxiways/taxilanes, aprons, tiedown areas, hangars, and commercial general aviation aeronautical service providers. The Airport is not served by scheduled air service or scheduled air cargo.

The Airport is designated a General Aviation airport in the FAA National Plan of Integrated Airport Systems (NPIAS) and a Regional airport in the FAA General Aviation Airports: A National Asset study. The Airport occupies approximately 330 acres of land and has two runways, as follows:

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

Taxiways are 50 feet wide and include a full-length parallel taxiway for each runway. Over 300 corporate and privately-owned aircraft are based at the Airport. Total aircraft operations for the twelve month period ending May 22, 2018 were estimated at 60,000 total operations which included 39,900 local and 20,070 itinerant general aviation operations and 30 military operations. Additional information pertaining to the Airport can be found on the most recent Airport Layout Plan which is available at: https://www.cityofwatsonville.org/DocumentCenter/View/10322/Airport-Layout-Plan-2013-Sheet-2-of-14

B. Environmental Consideration

The Airport supports the largest extant population of the Santa Cruz tarplant (Holocarpha macradenia). The number of individual Santa Cruz tarplants located on the Airport far surpasses the total of all other populations combined. The Santa Cruz tarplant is listed by the United States government as threatened and by the State of California as endangered. Numerous environmental surveys have been conducted in recent years to determine the extent of the Santa Cruz tarplant population at the Airport. A 2015 survey found an estimated 740,000 individual plants spread over approximately 25 acres. The presence of the Santa Cruz tarplant creates unique challenges when designing and developing airfield infrastructure.
# FIVE-YEAR AIRPORT CAPITAL IMPROVEMENT PLAN

## A. Overview

The Airport has submitted a five-year **$13,212,900** Airport Capital Improvement Plan (ACIP) to the FAA that includes several planning, construction, design, and environmental projects. Below is a synopsis of the 5-year ACIP showing the total estimated cost of the projects. Additional Airport ACIP detail can be found in Attachment 1.

<table>
<thead>
<tr>
<th>Year</th>
<th>Development Type</th>
<th>Description</th>
<th>Total Estimated Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>2019</td>
<td>Planning</td>
<td>Update Airport Layout Plan narrative (including updated Airport Layout Plan drawings) including runway length determination</td>
<td>$190,000</td>
</tr>
</tbody>
</table>
|      | Construction     | Seal cracks, slurry seal, and remark:  
a. Runway 9/27 (100’ x 4,000’)
b. Taxiways B and C (35’ x 2,435’) | $476,000 $107,100 |
| 2020 | Environmental    | Environmental Assessment - rehabilitate drainage serving existing East general aviation apron and hangars and drainage serving existing South Fixed Base Operator (FBO) apron and hangars | $272,000 |
| 2021 | Environmental    | Environmental Assessment - Runway 2 complex extension | $363,000 |
| 2022 | Design           | Engineering Design - rehabilitate drainage serving existing East general aviation apron and hangars and drainage serving existing South FBO apron and hangars | $246,000 |
|      | Construction     | Rehabilitate drainage serving existing East general aviation apron and hangars | $1,517,000 |
| 2023 | Design           | Engineering Design - Runway 2 complex extension (100’ x 680’), reconstruct Runway 2/20 (150’ x 4,502’) | $819,000 |
|      | Design and       | Design and Construction - East ramp T-hangars | Funded by the State of California |
|      | Construction     | Rehabilitate drainage serving existing South FBO apron and hangars | $833,000 |
| 2024 | Construction     | Runway 2 complex extension (100’ x 680’), reconstruct Runway 2/20 (150’ x 4,502’) | $8,389,800 |

**5-year ACIP Total** $13,212,900
IV. REQUESTED SCOPE OF SERVICES

The requested service includes airport planning and environmental as listed below:

1. Planning Services:
   a. Airport land use planning
   b. Airport master planning
   c. Airport Layout Plan (ALP) maintenance and update
   d. FAA land use compliance
   e. Other airport planning tasks and functions as required

2. Environmental Services:
   a. Comprehensive consulting and compliance services consistent with all federal, state and local environmental regulations including, but not limited to:
      i. Investigation, rehabilitation, and management plans related to habitats of threatened and endangered flora, fauna, and species
      ii. Preparation of environmental assessment reports, remedial action plans, risk assessments, site investigation, rehabilitation, and mitigation efforts
      iii. Petroleum storage tank (underground and aboveground) and related infrastructure services
      iv. Environmental forensics
      v. Stormwater pollution prevention plan (SWPPP) and spill prevention, control, and countermeasure plan (SPCC) compliance (including training and other activities)
      vi. Hazardous materials management
      vii. Wildlife hazard management and mitigation
     viii. Air quality sampling and analysis
     ix. Analytical laboratory services
      x. Other environmental services as required

3. Specialized Services:
   a. Project design services for both FAA grant eligible and non-FAA grant eligible projects
   b. AIP grant administration
   c. Maintenance and implementation of the Airport five-year ACIP including airport infrastructures, facility plans, storm water management plans, utilities plans, and pavement maintenance plans
   d. Other specialized services as required
V. SUBMITTAL REQUIREMENTS

Interested firms are invited to submit a SOQ for the services listed above.

The SOQ should include detailed information about the firm’s interest, qualifications, current relevant experience with airport planning and environmental services funded by FAA AIP grants, or state and local funding including resumes of key personnel.

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

A. Required Statement of Qualification Information

The following information should be included in the submittals:

- Detailed information about the prospective firm's interest
- Detailed discussion of the prospective firm’s experience and qualifications relative to the requested services
- Detail years of experience firm and any proposed teaming partners have in providing the airport services requested herein. Provide a list and brief description of no more than five relevant airport projects completed and associated work performed by the consultant within the last ten (10) years to include:
  - Project name
  - Project location
  - Contact person, title, telephone number and/or email
  - Date of project (year)
  - A description of project scope provided similar to the services requested herein
  - Describe the specific level of involvement of the firm and individual team members, focusing on key personnel. Indicate issues addressed with related outcomes and how these examples relate to the proposed scope of services. Identify related cost escalations or overruns. Complete project descriptions may be included as an appendix.

- Describe proposed project manager’s experience, expertise, and commitment related to other airport projects and ability to manage staff and subconsultants. Include length of time with current firm and previous relevant management experience.

- Detail team’s knowledge, experience, and capabilities relevant to successful completion of projects. Describe technical experience, capability, and expertise of key personnel that will be assigned to the project. Resumes of key personnel including relevant experience shall be included as an appendix.

- Provide information as to planned staffing for public meetings. Describe public speaking background of responsible personnel and their experience with airport projects.

- Address availability and commitment of the project manager and key personnel relative to their involvement with other on-going or anticipated projects.
B. Minimum Qualifications

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

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

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

A. Proposal Requirements

Proposals shall contain the following items:

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

➢ Subcontracting
  • Respondent must clearly indicate if firm is considering subcontracting portions of the engagement and identify the name of the proposed subcontracting firm(s). Following the award of the contract, no additional subcontracting will be permitted without the express prior written consent of the City.

B. Inquiries or Clarifications

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

  Mr. Rayvon Williams
  Airport Director
  Watsonville Municipal Airport
  rayvon.williams@cityofwatsonville.org
  (831) 768-3575
VII. EVALUATION AND SELECTION PROCESS

A. Evaluation Criteria

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

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

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

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

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

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

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

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

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

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

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

Final Selection – The City will select a respondent based on the recommendation of the review committee with the Airport Director approval and recommendation to City Manager for City Council contract award.
VIII. TERMS AND CONDITIONS

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

A. General Terms and Conditions

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

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

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

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

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

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

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

An executed Agreement shall not be submitted with the SOQ. The final Agreement will incorporate the negotiated scope of services after resolution of any notated areas related to Attachment 2.
B. Responsibility of Successful Consultant

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

C. Terms and Conditions

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

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

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

### A. Attachment 1 – Airport ACIP Detail

<table>
<thead>
<tr>
<th>Project Priority</th>
<th>Shown in AIP</th>
<th>Project Type</th>
<th>Development Year</th>
<th>Legacy Program</th>
<th>Supplemental Appropriation</th>
<th>Environmental Status</th>
<th>Development Type</th>
<th>Description</th>
<th>Construction Cost</th>
<th>Engineering and Administration</th>
<th>Total Project Cost</th>
<th>P.A.A. Participation</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>--</td>
<td>P</td>
<td>2019</td>
<td>X</td>
<td>N/A</td>
<td>Planning</td>
<td>Update Airport Layout Plan Narrative (including updated AIP Drawings) including Runway Length Determination</td>
<td>- $190,000</td>
<td>$190,000</td>
<td>$171,000</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Yes</td>
<td>D</td>
<td>2019</td>
<td>X</td>
<td>Approved 1-9-18</td>
<td>Construction</td>
<td>Construction: Seal Cracks, Slurry Seal, and Remark Runway 9-27 and Taxiways B &amp; C</td>
<td>$428,400</td>
<td>$475,000</td>
<td>$428,400</td>
<td></td>
<td></td>
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<tr>
<td></td>
<td></td>
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<td></td>
<td></td>
<td></td>
<td></td>
<td>Runway 9-27 (100’ x 4,000’)</td>
<td>$400,000</td>
<td>$78,000</td>
<td>$478,000</td>
<td></td>
<td></td>
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<td></td>
<td></td>
<td></td>
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<td></td>
<td></td>
<td></td>
<td>Taxiways B and C (35’ x 2,435’)</td>
<td>$20,000</td>
<td>$17,100</td>
<td>$37,100</td>
<td></td>
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<td>Total 2019</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$490,000</td>
<td>$283,100</td>
<td>$773,100</td>
<td>$895,790</td>
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<tr>
<td>3</td>
<td>Yes</td>
<td>E</td>
<td>2020</td>
<td>X</td>
<td>X</td>
<td>Environmental</td>
<td>Environmental Assessment - Rehabilitate Drainage Serving Existing East G.A. Apron and Hangars</td>
<td>- $324,800</td>
<td>$272,000</td>
<td>$272,000</td>
<td>$244,000</td>
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<td>Total 2021</td>
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<td></td>
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<td>$324,800</td>
<td>$272,000</td>
<td>$272,000</td>
<td>$244,000</td>
<td></td>
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<tr>
<td>4</td>
<td>Yes</td>
<td>E</td>
<td>2021</td>
<td>X</td>
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<td>Environmental</td>
<td>Environmental Assessment - Runway 2 Complex Extension</td>
<td>- $326,700</td>
<td>$383,000</td>
<td>$383,000</td>
<td>$326,700</td>
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<tr>
<td>Total 2022</td>
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<td></td>
<td></td>
<td></td>
<td>$326,700</td>
<td>$383,000</td>
<td>$383,000</td>
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<tr>
<td>6</td>
<td>Yes</td>
<td>D</td>
<td>2022</td>
<td>X</td>
<td>X</td>
<td>Design Only</td>
<td>Engineering Design - Rehabilitate Drainage Serving Existing East G.A. Apron and Hangars</td>
<td>- $221,400</td>
<td>$248,000</td>
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<td>6</td>
<td>Yes</td>
<td>D</td>
<td>2022</td>
<td>X</td>
<td>X</td>
<td>Construction</td>
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<td>$1,365,100</td>
<td>$242,000</td>
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<td>$1,586,700</td>
<td>$488,000</td>
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<td>D</td>
<td>2023</td>
<td>X</td>
<td></td>
<td>Design Only</td>
<td>Engineering Design - Runway 2 Complex Extension (160’ x 660’), Reconstruct Runway 2-20 (150’ x 4,000’)</td>
<td>- $737,100</td>
<td>$819,000</td>
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<td>8</td>
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<td>D</td>
<td>2023</td>
<td>X</td>
<td>Submit EA 2020</td>
<td>State Loan CEQA Design &amp; Build</td>
<td>Design and Construction: East Ramp Tee Hangers</td>
<td>- $748,700</td>
<td>$133,000</td>
<td>$881,700</td>
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<td>9</td>
<td>Yes</td>
<td>D</td>
<td>2023</td>
<td>X</td>
<td>Submit EA 2020</td>
<td>Construction</td>
<td>Construction: Rehabilitate Drainage Serving Existing South FBO Apron and Hangars</td>
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<td>$833,000</td>
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<td>10</td>
<td>Yes</td>
<td>D</td>
<td>2024</td>
<td>X</td>
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<td>Construction: Runway 2 Complex Extension (160’ x 660’), Reconstruct Runway 2-20 (150’ x 4,000’)</td>
<td>$7,560,800</td>
<td>$8,386,800</td>
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<td>Total 2024</td>
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<td>$7,560,800</td>
<td>$8,386,800</td>
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<td><strong>TOTAL PROGRAM - 2019 THROUGH 2024</strong></td>
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<td><strong>$13,212,900</strong></td>
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<td><strong>13,212,900</strong></td>
<td><strong>11,991,610</strong></td>
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B. Attachment 2 – Sample Agreement for Professional Services

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 represented that consultant has appropriate 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
described in detail in Exhibit "A," entitled "SCOPE OF SERVICES" which exhibit 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. This amount shall not exceed
$15,000.

SECTION 5. METHOD OF PAYMENT. Except as otherwise provided in Exhibit
"C," each month, Consultant shall furnish to the City a statement describing 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

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Page 1 of 9
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. Consultant represents that Consultant does not have any employees.

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 $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 Certification. Consultant certifies that, in the performance of this Contract, Consultant shall not employ any person in any manner.

D. Proof of Insurance to City before Notice to Proceed to Work. Consultant shall satisfactorily provide a certificate and endorsements of insurance to the City Clerk before Notice to Proceed to Work of this Contract will be issued. Consultant shall not perform any work under this Contract until Consultant has obtained the required insurance and until the required certificate has been submitted to the City and approved. 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.
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 Courts 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. Except as may be required by law, 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.

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 to solicit or secure the Contract, and that Consultant has not paid or agreed to pay any company or person, 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 FPPC Form 700 disclosure statement, which form shall be filed the City Clerk within thirty (30) days from the effective date of this Contract 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
WITNESS THE EXECUTION HEREOF, on the day and year first hereinabove written.

CITY

BY ____________________________
Matthew D. Huffaker, City Manager

CONSULTANT

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.