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Capitola, California 95010  
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September 9, 2016

Subject: Request for Qualifications for Architectural Design Services

Interested Firms:

The City of Capitola Department of Public Works has issued the attached Request for Qualifications for architectural design services for a new public library.

Submittals are due on or before 3:00 PM on Friday, October 7, 2016 at the office of the Department of Public Works located at 420 Capitola Avenue, Capitola, CA 95010.

Please direct all inquiries and questions regarding the Request for Qualifications to:

Mr. David Tanza, Project Manager  
Bogard Construction  
350-A Coral Street  
Santa Cruz, CA 95060  
(831) 426-8191  
[dtanza@bogardconstruction.com](mailto:dtanza@bogardconstruction.com)

Yours Truly,

Steven E. Jesberg  
Public Works Director

cc: David Tanza

**REQUEST FOR QUALIFICATIONS FOR ARCHITECT**

**FOR**

**CAPITOLA LIBRARY**  
**2005 WHARF ROAD CAPITOLA, CA**



**CITY OF CAPITOLA**

**CAPITOLA, CALIFORNIA**

**SEPTEMBER 2016**

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## TABLE OF CONTENTS

- I. Request for Qualifications for Architect
- II. Project Information and Requirements
  - A. Project Description
  - B. Architect Requirements
  - C. Code Requirements
  - D. Contract Requirements
  - E. Schedule for Selection Process
- III. Request for Qualifications and Submittal Process
  - A. Format
  - B. Required Response Items
  - C. Submitting the Documents to the City
  - D. Selection of Architect

Attachments (may be recopied as necessary for submittal)

- Attachment A: Selection Criteria
- Attachment B: Statement of Qualifications
- Attachment C: Sample Documents

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## I. Request for Qualifications for Architect

The City of Capitola is soliciting a written response from qualified architectural firms to the Request for Qualifications (RFQ) to provide services for the following project:

### **CAPITOLA LIBRARY 2005 WHARF ROAD, CAPITOLA, CA**

The selected consultant would provide consulting design and construction administration services for design, construction documents and construction administration, for the project.

The City of Capitola is engaged in a planning and development process for a new approximately 13,000 square foot library to be built in the location of the current Capitola Library at 2005 Wharf Road. The City has an agreement with Santa Cruz County to begin construction of this library before June, 2019. The County has agreed to staff and operate the library.

The project is being funded through a combination of sources. Specifically, the City will be allocated \$8 million in proceeds from a regional bond measure that was approved by voters, plus an additional \$2.6 million in funding from the City's former Redevelopment Agency, bringing the total project budget to \$10.6 million.

In 2011 the City completed a Needs Assessment, which called for a new library of approximately 13,000 SF. Recently the City completed conceptual renderings of the new library to help the community better understand what the new building might look like. The City is in the process of updating the 2011 Needs Assessment to reflect any changes in usage or demographics that have occurred over the last five (5) years.

Current project information can be viewed at:

<http://www.cityofcapitola.org/communitydevelopment/page/new-capitola-branch-library>

Links to the following supporting documents can also be found at the above link:

- ◆ Capitola Branch Library Space Needs Assessment
- ◆ October 28, 2015 Community Workshop Presentation
- ◆ Santa Cruz Public Library Master Plan
- ◆ Conceptual Library Rendering - Elevation
- ◆ Conceptual Library Site Plan
- ◆ Conceptual Library Design Presentation

Interested firms will be required to submit statements of qualifications and other documentation demonstrating related experience, using standard forms provided by the City. Every effort will be made to ensure that all persons, regardless of race, religion, sex, color, ethnicity and national origin have equal access to contracts and other business opportunities with the City. Proof of equal employment opportunity policy may be required of each candidate firm.

The deadline for submission of the completed RFQ package will be no later than **3:00 p.m. on Friday, October 7, 2016.**

Submit the RFQ package to:

**City of Capitola  
420 Capitola Avenue  
Capitola, CA 95010  
Attention: Capitola Library RFQ**

Completed qualification packages must be received by **3:00 p.m. on Friday, October 7, 2016** to be considered. The City reserves the right to request, receive, and evaluate supplemental information after the above time and date, at its sole determination.

Please do not submit information not requested in the RFQ.

## II. Project Information and Requirements

### A. Selection Process

Proposals will be evaluated on the basis of the following:

- ◆ Quality and completeness of the proposal
- ◆ Demonstrated ability to provide the necessary architectural services
- ◆ Demonstrated qualifications and experience of the proposed team
- ◆ References

Based on the City's review of the response to the RFQ's, the City will select firms to interview. Final selection will be based on the review of proposals, follow-up discussions with selected firms, and recommendations from past and current clients.

Final approval will be at the discretion of the Capitola City Council. The City further reserves the right to negotiate directly with only one (1) firm or discontinue this process at any time.

### B. Architect Requirements

The architect for the project must be willing to work collaboratively with the City and Library's staff, representatives, user groups, administrators, as well as in-house engineers and maintenance staff, as part of the team under the management of the City of Capitola's Project Manager.

In the submittal to the City, the architect must effectively address the following:

1. High level of design quality and in the design of libraries and similar public works facilities.
2. High level of design quality and experience of the architect's proposed consulting team with proven expertise and experience in the design of libraries and similar public works facilities.
3. Experience working with the proposed consulting team on past projects, including libraries and similar public works facilities.
4. Schedule compliance with regards to the preparation of design and construction documents and submittal to regulatory agencies.
5. Budget compliance in design and construction, including cost effective building construction and operationally efficient functional systems.
6. Experience of selected consultants. Consultants may include, but not be limited to; library planners, mechanical engineers, electrical engineers, code consultants, acoustical consultants, and cost estimators.

### C. Code Requirements

The design and construction of the City's building projects are required to conform to all applicable Federal and State regulations including the California Code of Regulations (e.g. Titles 8, 19, 24, etcetera, and the Americans with Disabilities Act).

D. General Scope of Work

Refer to Attachment C, Scope of Services Summary, for general description of the scope of architectural services to be provided.

E. Contract Requirements

All services to be provided by the architect shall be in accordance with the enclosed standard City documents. These documents are provided for review.

1. City of Capitola Professional Services Agreement
2. The City requires evidence of insurance coverage: General Liability, Professional Liability, Automobile Liability, and Worker's Compensation. If the architect does not currently have coverage in accordance with the City's policies, then evidence should be submitted indicating that such coverage will be effective prior to entering into a contractual agreement with the City.

F. Schedule for Selection Process

In accordance with established City procedures, the City will review all submittals in response to the RFQ and will select the preferred firm for the project. The proposed selection process is as follows:

1. Interested firms submit response to RFQ to the City no later than **Friday, October 7, 2016**.
2. The City's selection committee will review the submittals and may select up to three (3) firms to interview.
3. Interviews will be held during the week of **October 17, 2016 through October 21, 2016**.
4. Upon completion of the interview process, the selection and notification by the City will be prepared and submitted to the successful architectural firm by **the end of October 2016**.

The criteria for review of the submitted responses and selection of the successful firm are provided in Attachment A: Selection Criteria.

### III. Request for Qualifications and Submission Process

To be fully considered, please comply with the following instructions:

A. Format

1. Submittal material shall be double-sided, and bound in 3-ring binder or comb-bound.
2. Include a Table of Contents.
3. Provide dividers with tabs to separate and identify each response item described below. The tabs shall be numbered (1, 2, 3, 4, and 5) to correspond to each response item. If the firm chooses to provide other relevant information it wishes the City to consider, such as firm's brochure or a discussion of recent and relevant work, add a tab numbered 6.



B. Required Response Items

The RFQ Submittal shall contain the following response items:

**No Tab Letter of Interest**

As the first document bound into the submission, provide a letter that expresses the firm's interest in the proposed project and describes the firm's perceived strengths to carry out the project.

**Tab 1 Qualifications**

Complete and submit a **Statement of Qualifications** form, Attachment B.

In response to Item 7 of the Statement of Qualifications form, provide project data for a minimum of five (5) relevant projects similar in size, scope and complexity to the proposed project, for which construction has been completed within the last ten (10) years. Also, if not included as one of the relevant projects, provide a list of any and all projects performed by the firm in the Santa Cruz and Monterey Bay areas within the last five (5) years.

**Tab 2 Response to Selection Criteria**

Describe how and to what extent, the firm and consulting team satisfies, or intends to satisfy, each of the selection criteria listed in Attachment A.

**Tab 3 Project Team Organization Chart**

Provide an organizational chart indicating the relationship of the firm's staff members who are proposed to have responsibilities related to the proposed project, as well as your consulting team and their proposed staff members. Indicate on the chart the names of key personnel and their titles. In addition, following the organizational chart, complete and submit Statement of Qualifications form, Attachment B. for any proposed consultants.

**Tab 4 Project Team Information**

Identify by names and titles key staff members who will be assigned to the project or who will otherwise play a major role in the project. Briefly describe each individual's proposed role and the percentage of commitment (of time) for the entire duration of the project.

Submit a resume for each key staff member identified in the response to the above information. Include all relevant experience with similar projects, and indicate the role or duties performed on each such project. Also include employment history.

**Tab 5 Supplemental Information**

Complete, sign and submit Request for Supplemental Information – Claims form (included in Attachment B).

Letter of Acceptance of City's Documents

- a. The firm shall carefully review the standard City documents provided in Attachment C.

- b. A letter prepared on the firm's letterhead shall state the firm's acceptance of said documents as written. Alternatively, the letter shall describe any proposed minor modifications to the standard documents that the firm deems necessary for acceptance. The selection of the architect shall not be construed as acceptance by the City of any of the proposed modifications to the standard documents. The City reserves its right to require modifications to the attached standard documents prior to execution.
- c. Certificate of Insurance: Firm shall submit a Certificate of Insurance (photocopy) indicating the firm's present coverage.

**No Tab Architect Fee Acknowledgment Form**

In a sealed envelope, submit a completed copy of **Architect Fee Acknowledgment Form**. Envelopes will be returned, unopened, to all unsuccessful firms, following the selection of the firm that appears most qualified. Note: submit only one (1) completed copy of this form (PDF not required).

C. Submitting the Documents to the City

No later than the time indicated in Request for Qualifications for Architect, deliver **three (3) bound copies of the RFQ submittal documents, and one electronic copy (in PDF format)** by messenger, Federal Express, or equivalent to:

**City of Capitola  
420 Capitola Avenue  
Capitola, CA 95010  
Attention: Capitola Library**

Do not send by U. S. Mail.

D. Selection of Architect

The selection committee will make a single recommendation of an architect, along with one (1) alternate firm for the project to the appropriate administrators for approval. Upon approval, the City will enter into contract negotiations with the selected firm. If negotiations are not successfully concluded, the City reserves the right to negotiate with the alternate firm. Prior to the execution of the Agreement with the Architect, the selected firm shall complete and submit a Certificate of Insurance confirming that the coverage required by the City has been obtained. Final selection and appointment are contingent upon approval of the proposed project by the City Council of the City of Capitola.

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**ATTACHMENT A**

**SELECTION CRITERIA**

**RELEVANT PROJECT EXPERIENCE**

**DESIGN ABILITY**

**TEAM ORGANIZATION AND APPROACH**

**PROJECT TEAM MEMBER'S QUALIFICATIONS**

**CONSULTANT'S QUALIFICATIONS**

**MANAGEMENT AND DOCUMENT PRODUCTION CAPABILITY**

**PUBLIC WORKS EXPERIENCE**

**COORDINATION AND SUPERVISION OF PUBLIC DESIGN PROCESS**

**CLIENT RELATIONSHIPS / CLIENT RESPONSIVENESS**

**PROXIMITY TO PROJECT**

**EQUAL OPPORTUNITY**

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## SELECTION CRITERIA

### CAPITOLA LIBRARY

*Please note, not all items are weighted equally.*

#### 1. Relevant Project Experience

Demonstrate adequate and meaningful experience with projects of similar/comparable size, type, scope and complexity. The team should have a good working knowledge libraries. Preference may be given to teams with library and public works experience, and whose relevant project experience is with the same project team submitted for this project.

*Items for Consideration:*

- *Experience of team in designing library projects.*
- *Experience of team in designing similar public works projects.*

#### 2. Design Ability

Demonstrate commitment to design excellence and ability to achieve high-quality functional, technical, aesthetic, and economic design for similar/comparable projects. The team will be expected to have a detailed and sophisticated understanding of how to design a fully functioning library, included the most appropriate mechanical and electrical systems with minimal impact to usable space and design elements.

Ability as it can be evaluated by examination of the functional, technical, economic, and aesthetic qualities of projects done for other libraries and other public works clients.

Quality and thoroughness of the submitted package, especially the thoughtfulness and creativity of the firm's approach.

*Items for Consideration:*

- *Current experience in the design of libraries, in particular, libraries in a public works setting.*
- *Proven design expertise working within an established neighborhood setting.*
- *Design of similar sized libraries with similar complexity.*
- *Understanding of Code-related issues related to occupancy and use.*
- *Understanding the opportunities and constraints of mechanical and electrical systems used for library spaces.*

#### 3. Team Organization and Approach

Demonstrate previous experience of the proposed team members in the design of libraries, with similar engineering and architectural requirements.

*Items for Consideration:*

- *Qualifications and experience of proposed team with similar projects.*
- *Based on past experience with projects of similar size and complexity, illustrate proposed staffing level for this project.*

#### 4. Project Team Members' Qualifications

Demonstrate relevant project experience, availability and capability of proposed key staff members.

*Items for Consideration:*

- *Qualifications, experience of the project manager.*

## 5. Consultants' Qualifications

Demonstrate relevant project experience and capability of consultants.

*Items for Consideration:*

- *Qualifications, experience and demonstrated interest of consulting team.*
- *Experience of architect and consultants working together on similar past projects.*
- *Experience with Code compliance for similar past projects.*

## 6. Management and Document Production Capability

Capabilities to undertake appropriate project management efforts, and anticipate and resolve problems specific to the needs of the project under consideration. Demonstrate success in providing comprehensive project management services and project team coordination, producing construction documents of superior quality on an accelerated schedule, and providing prompt and effective construction phase services.

Ability to think strategically and flexibly as the scope of the Project unfolds as well as prepare the contract documents to be structured in a way that accommodates unforeseen conditions.

Ability to control costs and exhibit proactive leadership in value engineering, clear understanding of issues related to constructability, construction document quality control and careful management of changes during construction.

*Items for Consideration:*

- *Demonstrated ability to provide efficient and comprehensive management during all phases of this project.*
- *Ability to work in partnership with the City and their consultants, during both the design and construction phases.*
- *Change order history (as a percentage) for document clarification issues.*

## 7. Public Works Experience

Previous experience that demonstrates success in completing project consistent with the public works, low bid environment.

*Items for Consideration:*

- *Experience with projects of similar program, magnitude, and scope, ideally within the same geographical area, Monterey and San Francisco Bay areas, as the project.*
- *Experience of the assigned project team members with similar projects.*
- *Track record of budget and schedule control.*
- *Demonstrated success in meeting schedule and budget requirements.*
- *Experience in recommending construction method alternatives.*
- *Experience with Code and Accessibility requirements.*

## 8. Coordination and Supervision of Public Design Process

Evidence of the verbal, written and graphic communication skills required for conducting and participating in meetings and work sessions with diverse groups of the public, City, consultants, user groups, and administrative staff. Evidence of ability to provide efficient project management during the construction phase of the project.

*Items for Consideration:*

- *Skills in making presentations to diverse groups.*
- *Skills in responsiveness in construction and contract administration.*
- *Construction administration experience of proposed project team.*

## 9. Client Relationships / Client Responsiveness.

Demonstrate success in establishing effective working relationships with public groups, library staff, administrative and technical staff, user representatives, client consultants, project managers and contractors.

Recognition of a need to work harmoniously with the City, consultants, contractors, and others related to the Project.

*Items for Consideration:*

- *Experience working in a public works, or similar settings.*
- *Experience working with public agencies.*
- *Repeat clientele.*

## 10. Proximity to Project

Proximity of the main office to Capitola, or demonstrated ability to provide high quality services from a non-local office.

## 11. Equal Opportunity

Demonstrated company Equal Opportunity Employment policy and compliance with applicable federal law pertaining to Equal Opportunity Employment. The City follows a policy of equal opportunity in their business contracting.

The commitment of the City to equal opportunity applies to the selection of architectural and consulting engineering firms.

*Items for Consideration:*

- *Show evidence of the firm's equal opportunity employment policy.*



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**ATTACHMENT B**

**STATEMENT OF QUALIFICATIONS**

- **STATEMENT OF QUALIFICATIONS\***
- **PROJECT INFORMATION FORM\***
- **REQUEST FOR SUPPLEMENTAL INFORMATION – CLAIMS\***
  - **ARCHITECT FEE ACKNOWLEDGMENT FORM\***

*\* Indicates form to be used in the RFQ response*

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**STATEMENT OF QUALIFICATIONS**

1. Firm name: \_\_\_\_\_

2. Business Address: \_\_\_\_\_

3. Firm Established (year): \_\_\_\_\_ Telephone: \_\_\_\_\_  
Fax: \_\_\_\_\_  
Email: \_\_\_\_\_  
Website: \_\_\_\_\_

4. Type of Organization: (check one) Sole Proprietorship ( \_\_\_\_\_ )  
Partnership ( \_\_\_\_\_ )  
Corporation ( \_\_\_\_\_ )  
Joint Venture ( \_\_\_\_\_ )

5. Principals (P) and Associates (A): *List "P" or "A" for each*

Name \_\_\_\_\_ P/A Degree or Certification Institution Registration

6. Average staff employed in your home office (average of past 5 years):

Architects: \_\_\_\_\_  
Library Planners: \_\_\_\_\_  
Engineers: \_\_\_\_\_  
Interior Designers: \_\_\_\_\_  
Landscape Architects: \_\_\_\_\_  
Drafting Technicians: \_\_\_\_\_  
Clerical: \_\_\_\_\_  
Other: \_\_\_\_\_

7. List five (5) projects constructed within the past ten (10) years that indicate your experience with projects of similar size and complexity to this project. Complete a Project Information Form for each project listed below.

Project \_\_\_\_\_ Owner \_\_\_\_\_ Year \_\_\_\_\_ Project Cost \_\_\_\_\_

8. Provide at least three (3) references that the City may contact:

9. Provide at least three (3) Owner/Client references that the City may contact:

10. Provide at least three (3) Contractor references that the City may contact:

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

**PROJECT INFORMATION FORM**

Please complete a Project Information Sheet for each project listed in Section 7 of the Statement of Qualifications. If construction is not complete, give project status instead of completion date.

Project: \_\_\_\_\_ Completion Date: \_\_\_\_\_  
Location: \_\_\_\_\_ Gross Sq. Feet: \_\_\_\_\_  
Owner: \_\_\_\_\_ LEED Rating: \_\_\_\_\_  
Owner's Representative: \_\_\_\_\_ Construction Cost: \_\_\_\_\_

Description: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Owner/Representative Phone Number: \_\_\_\_\_

Contract Method (lump sum, negotiated, design build, multiple-prime, other):  
\_\_\_\_\_

Principal-in-Charge: \_\_\_\_\_

Project Manager: \_\_\_\_\_

Library Planner (if any): \_\_\_\_\_

Principal: \_\_\_\_\_ Project Manager: \_\_\_\_\_

Structural Engineer: \_\_\_\_\_

Principal: \_\_\_\_\_ Project Manager: \_\_\_\_\_

Mechanical Engineer: \_\_\_\_\_

Principal: \_\_\_\_\_ Project Manager: \_\_\_\_\_

Electrical Engineer: \_\_\_\_\_

Principal: \_\_\_\_\_ Project Manager: \_\_\_\_\_

Civil Engineer: \_\_\_\_\_

Principal: \_\_\_\_\_ Project Manager: \_\_\_\_\_

Landscape Architect: \_\_\_\_\_

Principal: \_\_\_\_\_ Project Manager: \_\_\_\_\_

Construction Manager: \_\_\_\_\_

Principal: \_\_\_\_\_ Project Manager: \_\_\_\_\_

General Contractor: \_\_\_\_\_

Project Manager: \_\_\_\_\_ Superintendent: \_\_\_\_\_

(Provide additional sheets if necessary)

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**REQUEST FOR SUPPLEMENTAL INFORMATION – CLAIMS**

Please submit the following information. Failure to respond may affect consideration of your firm for this project. If the firm has more than one office or division, please provide this information for the office proposed for this project. Responses may be listed on separate pages.

1. Separately list each pending unresolved claim for construction disputes and each current arbitration(s), mediation or litigation in which construction disputes or breach of contract is alleged or indemnity is being sought (because of such alleged disputes or breach of contract) using the following claimant categories:
  - a. Any owner/client, person or entity against your firm or any principal of your firm (indicate project, location and owner). If none, indicate none.
  
  
  
  
  
  
  
  
  
  
  - b. Any owner/client, person or entity against any of your proposed consultants (indicate project, location and owner). If none, indicate none.
  
  
  
  
  
  
  
  
  
  
2. Separately list each resolved (settled, arbitrated, and litigated) claim for professional negligence or breach of professional services agreement or for indemnity (because of such alleged negligence or breach of contract) during the last five (5) years using the following categories:
  - a. Any owner/client, person, or entity, and your firm or any principal of your firm (indicate project, location and owner). If none, indicate none.



**DECLARATION:**

The undersigned declares under penalty of perjury that all of the information submitted is true and correct, and that this declaration was executed in

\_\_\_\_\_ County, California, on \_\_\_\_\_.  
(County) (Date)

\_\_\_\_\_  
Name and Title –Printed or Typed

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Firm Name –if a joint venture,  
state name of joint venture entity

\_\_\_\_\_  
Address

\_\_\_\_\_  
City, State and Zip Code

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Facsimile Telephone Number

**ARCHITECT FEE ACKNOWLEDGMENT FORM**

**CAPITOLA LIBRARY  
CAPITOLA, CA**

Please note; this form must be completed and submitted in a sealed envelope. Envelopes will be returned, unopened, to all unsuccessful firms, following the selection of the firm that appears most qualified.

The architect acknowledges that the TOTAL PROJECT BUDGET is currently set at \$10.6 million and that the fee for complete architectural services, including consultants, as generally described in the sample documents included in Attachment C would be no more than 11% of the CONSTRUCTION BUDGET.

- We acknowledge and understand the fee and take no exceptions.
- We acknowledge and understand the fee and have the following exceptions:

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Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

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**ATTACHMENT C**

**SAMPLE DOCUMENTS**

**CITY OF CAPITOLA PROFESSIONAL SERVICES AGREEMENT**

**SCOPE OF SERVICES SUMMARY**

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**CITY OF CAPITOLA  
PROFESSIONAL SERVICES AGREEMENT**

\_\_\_\_\_ (insert brief description of contract)  
\_\_\_\_\_ (insert consultant name)

THIS AGREEMENT is entered into on \_\_\_\_\_, 201\_, by and between the City of Capitola, a Municipal Corporation, hereinafter called "City" and \_\_\_\_\_, hereinafter called "Consultant".

WHEREAS, City desires certain services described in Appendix One and Consultant is capable of providing and desires to provide these services;

NOW, THEREFORE, City and Consultant for the consideration and upon the terms and conditions hereinafter specified agree as follows:

**SECTION 1  
Scope of Services**

The services to be performed under this Agreement are for \_\_\_\_\_ (insert brief contract description) and further detailed in Appendix One.

**SECTION 2  
Duties of Consultant**

All work performed by Consultant, or under its direction, shall be sufficient to satisfy the City's objectives for entering into this Agreement and shall be rendered in accordance with the generally accepted practices, and to the standards of, Consultant's profession.

Consultant shall not undertake any work beyond the scope of work set forth in Appendix One unless such additional work is approved in advance and in writing by City. The cost of such additional work shall be reimbursed to Consultant by City on the same basis as provided for in Section 4.

If, in the prosecution of the work, it is necessary to conduct field operations, security and safety of the job site will be the Consultant's responsibility excluding, nevertheless, the security and safety of any facility of City within the job site which is not under the Consultant's control.

Consultant shall meet with \_\_\_\_\_, called "Director," or other City personnel, or third parties as necessary, on all matters connected with carrying out of Consultant's services described in Appendix One. Such meetings shall be held at the request of either party hereto. Review and City approval of completed work shall be obtained monthly, or at such intervals as may be mutually agreed upon, during the course of this work.

**SECTION 3  
Duties of the City**

City shall make available to Consultant all data and information in the City's possession which City deems necessary to the preparation and execution of the work, and City shall actively aid and assist Consultant in obtaining such information from other agencies and individuals as necessary.

The Director may authorize a staff person to serve as his or her representative for conferring with Consultant relative to Consultant's services. The work in progress hereunder shall be reviewed from time to time by City at the discretion of City or upon the request of Consultant. If the work is satisfactory, it will be approved. If the work is not satisfactory, City will inform Consultant of the changes or revisions necessary to secure approval.

Professional Services Agreement \_\_\_\_\_ (insert date of contract)

\_\_\_\_\_ (insert brief description of contract)

\_\_\_\_\_ (insert name of vendor)

Page 2

#### SECTION 4 **Fees and Payment**

Payment for the Consultant's services shall be made upon a schedule and within the limit, or limits shown, upon Appendix Two. Such payment shall be considered the full compensation for all personnel, materials, supplies, and equipment used by Consultant in carrying out the work. If Consultant is compensated on an hourly basis, Consultant shall track the number of hours Consultant, and each of Consultant's employees, has worked under this Agreement during each fiscal year (July 1 through June 30) and Consultant shall immediately notify City when the number of hours worked during any fiscal year by any of Consultant's employees reaches 900 hours. In addition each invoice submitted by Consultant to City shall specify the number of hours to date Consultant, and each of Consultant's employees, has worked under this Agreement during the current fiscal year.

#### SECTION 5 **Changes in Work**

City may order major changes in scope or character of the work, either decreasing or increasing the scope of Consultant's services. No changes in the Scope of Work as described in Appendix One shall be made without the City's written approval. Any change requiring compensation in excess of the sum specified in Appendix Two shall be approved in advance in writing by the City.

#### SECTION 6 **Time of Beginning and Schedule for Completion**

This Agreement will become effective when signed by both parties and will terminate on the earlier of:

- The date Consultant completes the services required by this Agreement, as agreed by the City; or
- The date either party terminates the Agreement as provided below.

Work shall begin on or about \_\_\_\_\_, 201\_\_.

In the event that major changes are ordered or Consultant is delayed in performance of its services by circumstances beyond its control, the City will grant Consultant a reasonable adjustment in the schedule for completion provided that to do so would not frustrate the City's objective for entering into this Agreement. Consultant must submit all claims for adjustments to City within thirty calendar days of the time of occurrence of circumstances necessitating the adjustment.

#### SECTION 7 **Termination**

City shall have the right to terminate this Agreement at any time upon giving ten days written notice to Consultant. Consultant may terminate this Agreement upon written notice to City should the City fail to fulfill its duties as set forth in this Agreement. In the event of termination, City shall pay the Consultant for all services performed and accepted under this Agreement up to the date of termination.

## SECTION 8 Insurance

Consultant shall procure and maintain for the duration of the contract and for \_\_\_ years thereafter, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Consultant, his agents, representatives, or employees.

### ***Minimum Scope of Insurance***

Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage (Occurrence Form CG 0001).
2. Insurance Services office Form Number CA 0001 covering Automobile Liability, Code 1 (any auto).
3. Workers' Compensation insurance as required by the State of California, and Employer's Liability Insurance.
4. Professional (Errors and Omissions) Liability insurance appropriate to the consultant's profession. Architects' and engineers' coverage shall include contractual liability.

### ***Minimum Limits of Insurance***

Consultant shall maintain limits no less than:

- |  |   |
|--|---|
| 1. General Liability:<br>(including operations,<br>products and completed<br>operations) | <b>\$1,000,000</b> per occurrence and <b>\$2,000,000</b> in<br>aggregate (including operations, for bodily injury,<br>personal and property damage. |
| 2. Automobile Liability:   | <b>\$1,000,000</b> per accident for bodily injury and<br>property damage.   |
| 3. Employer's Liability Insurance  | <b>\$1,000,000 per accident for bodily injury and<br/>property damage.</b>  |
| 4. Errors and Omissions<br>Liability:<br>Limits  | <b>\$1,000,000</b> per claim and <b>\$2,000,000</b> in the<br>aggregate.  |



Professional Services Agreement \_\_\_\_\_ (insert date of contract)

\_\_\_\_\_ (insert brief description of contract)

\_\_\_\_\_ (insert name of vendor)

Page 4

### ***Other Insurance Provisions***

The commercial general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1. The City of Capitola, its officers, officials, employees and volunteers are to be covered as additional insured's as respects: liability arising out of work or operations performed by or on behalf of the Consultant and automobiles owned, leased, hired or borrowed by the Consultant.
2. For any claims related to this project, the Consultant's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.
3. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled except after prior written notice has been given to the City.

### ***Acceptability of Insurers***

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City.

### ***Waiver of Subrogation***

Contractor hereby agrees to waive rights of subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation. **The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City of Capitola** for all work performed by the Contractor, its employees, agents and subcontractors.

### ***Verification of Coverage***

Consultant shall furnish the City with original certificates and amendatory endorsements affecting coverage by this clause. The endorsements should be on forms provided by the City or on other than the City's forms provided those endorsements conform to City requirements. All certificates and endorsements are to be received and approved by the City before work commences. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.

## **SECTION 9 Indemnification**

(For Design Professionals as defined in Civil Code section 2782.8: licensed architects, licensed landscape architects, professional engineers, professional land surveyors):

Consultant agrees to indemnify, defend, and hold harmless the City, its officers, officials, employees, agents and volunteers from and against any and all claims, demands, actions, damages, or judgments, including associated costs of investigation and defense arising in any manner from the negligence, recklessness, or willful misconduct of Consultant, Consultant's employees, agents, or subcontractors in the performance of this agreement. But this indemnity does not apply to liability for damages arising from the sole negligence, active negligence or willful misconduct of the City.

Professional Services Agreement \_\_\_\_\_ (insert date of contract)

\_\_\_\_\_ (insert brief description of contract)

\_\_\_\_\_ (insert name of vendor)

Page 5

(For Non Design Professionals, such as for construction management services):

Consultant shall hold harmless, defend, and indemnify City and its officers, officials, employees, agents, and volunteers from and against all claims, damages, losses, and expenses including attorney fees arising out of the performance of the work described herein, caused in whole or in part by any negligent act or omission of the Consultant, Consultant's employees, agents or subcontractors, except where caused by the active negligence, sole negligence, or willful misconduct of the City.

#### SECTION 10

#### **Civil Rights Compliance/Equal Opportunity Assurance**

Every supplier of materials and services and all consultants doing business with the City of Capitola shall be in compliance with the applicable provisions of the Americans with Disabilities Act of 1990, and shall be an equal opportunity employer as defined by Title VII of the Civil Rights Act of 1964 and including the California Fair Employment and Housing Act of 1980. As such, consultant shall not discriminate against any person on the basis of race, religious creed, color, national origin, ancestry, disability, medical condition, marital status, age or sex with respect to hiring, application for employment, tenure or terms and conditions of employment. Consultant agrees to abide by all of the foregoing statutes and regulations.

#### SECTION 11

#### **Legal Action/Attorneys' Fees**

If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees in addition to any other relief to which he or she may be entitled. The laws of the State of California shall govern all matters relating to the validity, interpretation, and effect of this Agreement and any authorized or alleged changes, the performance of any of its terms, as well as the rights and obligations of Consultant and the City.

#### SECTION 12

#### **Assignment**

This Agreement shall not be assigned without first obtaining the express written consent of the Director after approval of the City Council.

#### SECTION 13

#### **Amendments**

This Agreement may not be amended in any respect except by way of a written instrument which expressly references and identifies this particular Agreement, which expressly states that its purpose is to amend this particular Agreement, and which is duly executed by the City and Consultant. Consultant acknowledges that no such amendment shall be effective until approved and authorized by the City Council, or an officer of the City when the City Council may from time to time empower an officer of the City to approve and authorize such amendments. No representative of the City is authorized to obligate the City to pay the cost or value of services beyond the scope of services set forth in Appendix Two. Such authority is retained solely by the City Council. Unless expressly authorized by the City Council, Consultant's compensation shall be limited to that set forth in Appendix Two.

Professional Services Agreement \_\_\_\_\_ (insert date of contract)

\_\_\_\_\_ (insert brief description of contract)

\_\_\_\_\_ (insert name of vendor)

Page 6

## SECTION 14 Miscellaneous Provisions

1. *Project Manager.* Director reserves the right to approve the project manager assigned by Consultant to said work. No change in assignment may occur without prior written approval of the City.

2. *Consultant Service.* Consultant is employed to render professional services only and any payments made to Consultant are compensation solely for such professional services.

3. *Licensure.* Consultant warrants that he or she has complied with any and all applicable governmental licensing requirements.

4. *Other Agreements.* This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter, and no other agreement, statement or promise related to the subject matter of this Agreement which is not contained in this Agreement shall be valid or binding.

5. *City Property.* Upon payment for the work performed, or portion thereof, all drawings, specifications, records, or other documents generated by Consultant pursuant to this Agreement are, and shall remain, the property of the City whether the project for which they are made is executed or not. The Consultant shall be permitted to retain copies, including reproducible copies, of drawings and specifications for information and reference in connection with the City's use and/or occupancy of the project. The drawings, specifications, records, documents, and Consultant's other work product shall not be used by the Consultant on other projects, except by agreement in writing and with appropriate compensation to the City.

6. *Consultant's Records.* Consultant shall maintain accurate accounting records and other written documentation pertaining to the costs incurred for this project. Such records and documentation shall be kept available at Consultant's office during the period of this Agreement, and after the term of this Agreement for a period of three years from the date of the final City payment for Consultant's services.

7. *Independent Contractor.* In the performance of its work, it is expressly understood that Consultant, including Consultant's agents, servants, employees, and subcontractors, is an independent contractor solely responsible for its acts and omissions, and Consultant shall not be considered an employee of the City for any purpose.

8. *Conflicts of Interest.* Consultant stipulates that corporately or individually, its firm, its employees and subcontractors have no financial interest in either the success or failure of any project which is, or may be, dependent on the results of the Consultant's work product prepared pursuant to this Agreement.

Professional Services Agreement \_\_\_\_\_ (insert date of contract)

\_\_\_\_\_ (insert brief description of contract)

\_\_\_\_\_ (insert name of vendor)

Page 7

9. *Notices.* All notices herein provided to be given, or which may be given by either party to the other, shall be deemed to have been fully given and fully received when made in writing and deposited in the United States mail, certified and postage prepaid, and addressed to the respective parties as follows:

CITY  
CITY OF CAPITOLA  
420 Capitola Avenue  
Capitola, CA 95010  
831-475-7300

CONSULTANT  
Name  
Address  
Phone

By: \_\_\_\_\_  
Benjamin Goldstein, City Manager

By: \_\_\_\_\_

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

Approved as to Form:

\_\_\_\_\_  
Anthony Condotti, City Counsel

Professional Services Agreement \_\_\_\_\_ (insert date of contract)

\_\_\_\_\_ (insert brief description of contract)

\_\_\_\_\_ (insert name of vendor)

Page 8

**APPENDIX ONE**  
**Scope of Services**

**[To be completed for each consultant]**

Professional Services Agreement \_\_\_\_\_ (insert date of contract)

\_\_\_\_\_ (insert brief description of contract)

\_\_\_\_\_ (insert name of vendor)

Page 9

## **APPENDIX TWO Fees and Payments**

For the services performed, City will pay consultant on a time-charge plus expense basis, monthly as charges accrue, the sum of consultant's salary expenses and non-salary expenses.

Salary expenses include the actual direct pay of personnel assigned to the project (except for routine secretarial and account services) plus payroll taxes, insurance, sick leave, holidays, vacation, and other fringe benefits. The percentage of compensation attributable to salary expenses includes all of Consultant's indirect overhead costs and fees. For purposes of this Agreement, Consultant's salary expenses and non-salary expenses will be compensated at the rates set forth in the fee schedule attached to this appendix and in accordance with the terms set forth therein. Non-salary expenses include travel, meals and lodging while traveling, materials other than normal office supplies, reproduction and printing costs, equipment rental, computer services, service of subconsultants or subcontractors, and other identifiable job expenses. The use of Consultant's vehicles for travel shall be paid at the current Internal Revenue Service published mileage rate.

Salary payment for personnel time will be made at the rates set forth in the attached fee schedule for all time charged to the project. Normal payroll rates are for 40 hours per week. Consultant shall not charge the City for personnel overtime salary at rates higher than those set forth in the attached fee schedule without the City's prior written authorization.

In no event shall the total fee charged for the scope of work set forth in Appendix One exceed the total budget of \$\_\_\_\_\_ (\_\_\_\_\_ Thousand Dollars and Zero Cents), without specific, written advance authorization from the City.

Payments shall be made monthly by the City, based on itemized invoices from the Consultant which list actual costs and expenses. Such payments shall be for the invoice amount. The monthly statements shall contain the following affidavit signed by a principal of the Consultant's firm:

"I hereby certify as principal of the firm of \_\_\_\_\_, that the charge of \$\_\_\_\_\_ as summarized above and shown in detail on the attachments is fair and reasonable, is in accordance with the terms of the Agreement dated \_\_\_\_\_, \_\_, and has not been previously paid."

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**Capitola Library**  
**Scope of Services Summary**

Schematic Design Phase/Program Validation	
General	
	Provide a written preliminary evaluation of the current needs assessment, scope and the construction budget
	Conduct a Schematic Design/Scope Validation kick-off workshop
	Conduct an integrated design workshop
	Submit three alternative building designs that meet the program needs
	For each of the three alternative designs, update the Detailed Project Program cost model
	Prepare Schematic Design studies consistent with the Project Program requirements
Code Analysis	
Estimated Project Construction Cost	
	Update the Project Program cost model
	Provide an estimated project construction cost base on the Preliminary Scope
Area Tabulation: space-by-space comparison	
Design Intent Narrative	
	Provide a narrative description of the Project's scope
	Short narrative description of the Project's sustainable design goals and features.
	Describe the type of construction; include waterproofing, exterior & interior finishes, etc.
	Submit documentation supporting the design criteria for the structural, HVAC, & other systems
	Describe the recommended structural system repairs and include special conditions
	Provide the basis of design and an analysis of the principles of operation for the various systems
	Describe the mechanical system repairs conceptually and performance requirements of new systems
	Describe special systems
	Describe the proposed new electrical systems
	Include applicable code references where not covered by the code outline
Material Board - provide a 20" x 30" display board with samples of exterior materials proposed	
Civil Drawings	
	Site Demolition Plan
	Grading Plan
	Utility Plan
Landscape Drawings	
Architectural Drawings	
	Site Plan
	Site Sections
	Floor Plans
	Demolition Plan
	Sections
	Elevations
	Presentation Materials
Structural Drawings	
Plumbing Drawings	
HVAC Drawings	
Electrical Drawings	
Energy Efficiency Program Support	



**Design Development Phase**

General
Update versions of all Schematic Design phase submittal items in addition to items below
Code Analysis
Estimated Project Construction Cost
Update the Area Tabulation
Update the Repair Scope and Design Intent Narrative
Update the Material Board(s)
Civil Drawings
Grading Plan
Utility Plan
Conceptual Staging Vehicle and Bicycle Routing Plan
Landscape Drawings
Architectural Drawings
Floor Plans
Roof Plan
Elevations
Sections
Large Scale Drawings
Schedules - Window, Finish, etc.
Structural Drawings
Plumbing Drawings
HVAC Drawings
Electrical Drawings
Outline Specifications
Schedule a meeting to discuss specifications guidelines
Outline Specifications - include index and technical sections
Energy Analysis - computer simulation demonstrating Title 24 energy compliance
Sole Source Listing
Submit a list of each item to be sole sourced (no known equal), cost, and justification
EMS/HVAC Automatic Temperature Controls - specify systems

**Construction Document Phase**

General
Submit updated versions of all the required items for DD in addition to the items below
Recommend changes to documents based on a review of the City's Bidding Documents
Drawings and Specifications to be consistent with City's General Conditions & Division 1
Code Analysis
Update the Estimated Project Construction Cost
Update Area Tabulation
Update the Design Intent Narrative
Update the Material Board(s)
Drawings and Specifications
Include Index and Regulatory Compliance Drawings
Civil Drawings

Landscape Drawings
Architectural Drawings
Structural Drawings
Plumbing Drawings
HVAC Drawings
Electrical Drawings
Specifications
Energy Analysis
Structural, Mechanical, and Electrical Calculations
Clearly list all design criteria, assumptions, and references used
Utility Shut Down Plan
Update the Sole Source List
95% Construction Documents
Update the documents & provide additional drawings, details, & all complete spec. sections
100% Complete Construction Documents
Update the documents & provide additional drawings, details, & specs deemed complete/buildable
Submit a Letter of Assurance attesting that the documents are complete and ready to bid
List of Rooms and Spaces
Final Back check Construction Documents
Incorporate any changes or corrections required by City or review agencies
When all required changes have been incorporated, CD's will be deemed final & ready for bid
Final Construction Drawings are to be signed and stamped by each Design Professional

**Bidding Phase**

General
Design Professional review and comment on prequalification criteria provided by City
Assist City in the review and evaluation of bids if requested by City
City Administration
City will administer reproduction of all documents, advertisement for bids, pre-bid conference, receipt of questions from bidders, addenda documents, bids, contract award & execution.
City's Representative shall conduct, Design Professionals and consultants shall attend, pre-bid conferences and pre-bid site visits with potential bidders.
Bidders Inquiries
City's Rep. will receive RFI's and forward to Design Professional to answer general questions.
City's Representative sets the deadline for receiving RFI's
Addenda
Modification of the Contract Documents shall be issued by Addendum to the Contract Documents.
Design Professional is responsible for compiling items from consultants into an Addendum.
Design Professional shall provide to the City changes to the specifications in bold and cloud changes to the drawings at the end of the bidding phase.
If requested by City, the Design Professional shall participate in a pre-award meeting.
Design Professional shall submit, prior to bid date, a complete list of all submittals required.

**Construction Phase**

General
Design Professional's responsibilities include interpretation of Contract Documents, periodic site observations, review of submittals, preparation of documents for proposed changes, and general consolation to the City on design matters.
All written communications with Contractor shall be sent and received by City's Representative. Design Professional shall advise and consult with City's Representative and shall keep City's Representative informed of the observed progress of the work.
The Design Professional shall perform all Construction phase services in a timely manner.
Design Professional shall correct all errors, omissions, etc. at no cost to City.
Contract Documents Compliance
Periodic on-site observations during and after construction, as well as off-site observations of material and equipment if specified in Contract Documents. Observations shall be deliberately and thoroughly.
Observations shall be for the purpose of ascertaining: the progress of work, quality, and detail comply with the Contract Documents, City's Representative's directives, etc.
Design Professional shall have the authority to recommend (in writing to City's Rep.) rejection of Work that does not conform to the Contract Documents, code requirements, etc.
Recommend special inspection of testing of Work in accordance to provisions in Contract Documents.
Review inspection reports, laboratory reports, and test data to determine conformity.
Recommend to City's Rep. in writing about actions to be taken by City's Rep. as determined by site visits, inspection reports, laboratory reports, and test data.
Interpretation of the Contract Documents
The Design Professional shall be the interpreter of the design requirements of the Contract Documents and the judge of performance thereunder.
Design Professional's decisions regarding Contract Documents is based upon independent judgment.
Changes To The Contract Documents shall be incorporated on a monthly basis during construction.
Construction Meetings
Design Professional and consultants shall attend and participate in the pre-construction meeting.
Design Professional shall attend regular construction meetings on site and special meetings as needed.
Inspection
Design Professional to provide technical direction and interpretation of Contract Documents for inspectors.
<i>Identifies Inspector's Responsibilities</i>
City will contract with soils and materials testing laboratories upon Design Professional's recommendations and as required by the specifications. City's Representative will coordinate the activities of Contractor with testing consultants.
Design Professional shall revise and update the materials/color schedule and materials boards as necessary to reflect the actual products approved for use on the project.
Design Professional shall review the Commissioning Plan for accurate incorporations of the design intent.
Design Professional shall compile a punch list indicating any lack of compliance with the Contract Documents & submit to City's Rep. when construction is substantially complete & when fully complete.
Final Approval and Inspection Acceptance
The Design Professional and its consultants shall: assist City's Rep. to review contractor's guarantees operating data to assess compliance with the Contract Document requirements; assist City's Rep. to assemble written guarantees, O&M instruction books, diagrams, and charts required of Contractor; recommend final acceptance of the construction and shall advise City of the acceptability of the work performed by Contractor; attend a final inspection and sign a Final Completion form.
Design Professional shall review Contractor's As-Built Documents at each Contractor pay request submitted to verify Contractor's work is in compliance with the Contract Documents, and final As-Built drawings prior to Design Professional's preparation of the final Record Documents.
Any changes that have been made during construction shall be incorporated in the Record Documents to show the As-Built condition of the Project. The final Record Drawings shall be submitted to the City within 30 days of receiving the Contractor's As-Built drawings and shall be labeled "RECORD DRAWING" with the appropriate date.