

REQUEST FOR PROPOSALS FOR THE CITY OF CAPITOLA



Jade Street Park Universally Accessible Playground Design

DEADLINE FOR SUBMISSION:

Proposals are due prior to 11:00am
January 11, 2023

**City of Capitola
Public Works Department
420 Capitola Avenue
Capitola, CA 95010**

TABLE OF CONTENTS

GENERAL INFORMATION & SCHEDULE	3
PROJECT DESCRIPTION	3
PROJECT SCOPE, SCHEDULE & COST	4
RFP SUBMITTAL	6
EVALUATION CRITERIA	8
ANTICIPATED PROJECT SCHEDULE	9
ADDITIONAL INFORMATION	9

Attachment 1 Aerial View of Park Site

Attachment 2 Preliminary Schedule

Attachment 3 Consultant Services Agreement Sample

I. GENERAL INFORMATION & SCHEDULE

This Request for Proposals (RFP), issued by the City of Capitola (City), invites responses from qualified, experienced professional design consultants to develop a universally accessible (UA), ADA compliant and inclusive playground design at Jade Street Park, 4400 Jade St, Capitola, CA 95010. This new playground will replace and potentially expand the existing playground at Jade Street Park, one of the City's community park facilities.

Questions concerning this RFP must be made via email per the schedule outlined below. Responses to all submitted questions will be posted at <https://www.cityofcapitola.org/rfps>.

Issue date: Monday, November 28, 2022, 8:00 AM
Questions due: Thursday, January 5, 2023, 12:00 PM
Submittals due: Wednesday, January 11, 2023, 11:00 AM

Inquiries/submissions to: Jessica Kahn
Public Works Director
City of Capitola
420 Capitola Avenue, Capitola, CA 95010
jkahn@ci.capitola.ca.us
(831) 475-7300

II. PROJECT DESCRIPTION

The purpose of this project is to develop a universally accessible (UA) playground at Jade Street Park. The proposed playground will replace an existing and outdated playground that was installed in 1999 and 2007. Proposed services include community outreach, conceptual and final design, project specifications, and cost estimating. Assume a project construction budget of approximately \$1,000,000 when determining the level of effort needed in responding to this RFP. The selected consultant will be responsible for developing a unique and exciting play area that can be completed within the allocated construction budget and the available space.

This project will focus primarily on renovation of the tot and youth play areas. Equipment shall include appropriate areas for ages 2-5 and 5-12 and must meet minimum ADA standards and exceed where possible. Other elements that may be considered include: sidewalks with connections from playground area to existing ADA parking area and Community Center, restroom facility, picnic shelter, rubberized fall surface, fitness equipment, benches, trash/recycle receptacles and shade structures. The specific renovation scope will be guided by the outcome of a public outreach effort conducted as part of this project and input from the City Council (Council).

III. PROJECT SCOPE, SCHEDULE & COST

Project Scope

The overall work effort will be a collaboration between City staff and the consultant. The consultant will lead the community outreach process and communication with vendors as well as perform technical design tasks. The project will be structured into four primary tasks conducted in two phases:

Phase 1: Conceptual Design

- 1) Community Outreach – The City is looking for the consultant to recommend a scope of work for the community outreach effort. The goal is to collect community input from a broad spectrum of park users in an efficient manner over a one to two month time period. Outreach methods can include, but are not limited to, use of on-line surveys, community meetings, on-site interviews, etc. Identify tasks that City staff can assist with such as posting or advertising meetings or assisting with interviews. The consultant will take the lead on presenting ideas and eliciting opinions and comments from both the Council and general public. Community outreach will continue through Conceptual Design.
- 2) Conceptual Design – The consultant will use information collected during the community outreach work effort in developing two (3) schematic alternatives at varying price points. The consultant shall include equipment and circulation layouts with each schematic alternative. The consultant will present these alternatives to the Council and general public for further direction on the park renovation scope. The consultant will then refine the Council selected alternative with additional detail and prepare a preliminary cost estimate. The desired level of program detail should be sufficient to accurately project construction costs, space requirements, and user amenities. Three (3) concept renderings of the Council selected alternative will be developed to support fundraising efforts. The consultant will prepare a summary memorandum at the conclusion of the conceptual design. The memorandum should document the public input received and the justification for its inclusion or exclusion from the final conceptual plan.
- 3) Approvals – The consultant will present the conceptual design Council selected alternative to City staff. The consultant will then incorporate comments into the conceptual design and estimate and will present this final plan to Council for approval.

Phase 2: Final Design

- 4) Construction Documents – Preparation of plans, specifications and estimate for the improvements contained on the approved conceptual design will begin after Council approval. This is expected to be completed concurrent with fundraising efforts.

Deliverables

The following deliverables are required at a minimum.

- 1) Community Outreach
 - a) Summary of input collected.
- 2) Conceptual Design
 - a) Three conceptual design alternatives.
 - b) Selected alternative – refined, with cost estimate.
 - c) Final conceptual design and cost estimate.
 - d) Conceptual design memorandum summarizing public input not incorporated into final conceptual design and corresponding justification of the exclusion.
- 3) Approvals
 - a) Three (3) Presentations to City Council
- 4) Final Design Submittals
 - a) 65% Plans, specifications and cost estimate
 - b) 95% Plans, specifications and cost estimate
 - c) Final Plans, specifications and cost estimate
- 5) Meetings
 - a) As proposed by consultant or City

Schedule

The City anticipates the selection of the consultant in February of 2023 and the completion of all Phase I related work by July 2023. Construction is anticipated to begin in FY24-25 (Spring 2025) and is dependent on fundraising progress.

Budget

For fee proposal purposes, the Consultant should assume the available budget for the total design effort (both Phases) is approximately \$75,000 and that approximately \$1,000,000 will be available for construction. Upon selection of a qualified consultant, scope and fee shall be negotiated.

It is the City's intention that the full budget be utilized completely and efficiently to maximize the play value. The \$1,000,000 raised is a goal and may not be reached or exceeded. If the fundraising goal is not met, the successful proposer understands that the scope of the project will need to be adjusted. Such adjustments shall be at the sole and absolute discretion of the City. The successful proposer understands that the project is to be completed and opened to the public no later than October 1, 2025.

IV. RFP SUBMITTAL

Responses to this RFP must be not more than 24 pages in length (12 double-sided or 24 single-sided pages) and include the following:

- 1) Qualifications Detail consisting of:
 - a) Cover letter including statement of understanding & approach to this project; the statement should describe the applicant's understanding of the project and the special skills and innovative thinking that the team would bring to the project.
 - b) Proposed Project Team Members: A description of the applicant's organizational composition, disciplines, and the primary role of each individual/firm on the team. Organizational charts may be included, if appropriate. Clearly indicate the applicant's designated team leader for the project as well as the specific individuals who will be assigned to the work and their respective expertise in such work.
 - c) Specific Project Experience: Descriptions detailing completed, similar or relevant project experience that the applicant has executed. Include graphic representation. Links to similar or relevant projects are encouraged.
 - d) List of References: Provide a minimum of three client references with which the applicant has provided similar design/build services within the last ten years. Include the name and telephone number of the contact person and a description of the role and services provided to that contact.

- 2) Technical Proposal consisting of:
 - a) A description of the approach to be taken toward completion of the project, an explanation of any variances to the proposed scope of work as outlined in the RFP, and any insights into the project gained as a result of developing the proposal;
 - b) A scope of work that includes steps to be taken, including any products or deliverables;
 - c) A summary of estimated labor hours by task that clearly identifies the project team members and the number of hours performed by each sub-contractor by task;
 - d) A proposed schedule that indicates project milestones and overall time for completion; expedited schedules will receive a higher ranking;
 - e) Any other information deemed necessary to address the requests of this RFP.

- 3) Cost Proposal consisting of:
 - a) A composite schedule by task of direct labor hours;
 - b) An itemized schedule of all expenses, including both labor and direct expenses. If the use of sub-consultants is proposed, a separate schedule of hours and expenses must be provided for each sub-consultant);
 - c) A maximum budget amount of inclusive of all fees and expenses.

All proposals are due and must be delivered to the City Hall on, or before, Wednesday, January 11, 2023 at 11:00 AM. Proposals submitted late or via oral, telephonic, telegraphic, electronic mail or facsimile will not be considered or accepted.

Each respondent must submit in a sealed envelope

- Five (5) hard copies and one (1) electronic copy in PDF format of the Consultant's proposal. The hard copies shall be organized with clearly labeled tabs separating each section.

Each respondent must submit in a separate sealed envelope marked Fee Proposal

- One (1) original of the fee proposal

The fee proposal and all costs must be separate from the rest of the proposal.

Proposals submitted must be clearly marked: "Jade Street Park Universally Accessible Playground Design" and list the consultant's name and address.

Proposals must be addressed and delivered to:

City of Capitola
Public Works Department
420 Capitola Avenue
Capitola, CA 95010

All proposals received on or before the due date will be publicly opened and recorded on the due date. No immediate decisions will be rendered.

Hand delivered proposals must be date/time stamped by the Public Works Department at the address above in order to be considered. Delivery hours are 9:00 a.m. to 5:00 p.m. Monday through Friday, excluding Holidays.

The City will not be liable to any consultant for any unforeseen circumstances, delivery, or postal delays. Postmarking on the due date will not substitute for receipt of the proposal. Consultants are responsible for submission of their proposal. Additional time will not be granted to a single consultant. However, additional time may be granted to all consultants at the discretion of the City.

V. EVALUATION CRITERIA

The City intends to enter into an agreement with the Consultant who provides a proposal that, in the opinion of the City, best meets all of the below listed evaluation criteria as determined by the City’s selection committee. Upon selection of a Consultant, the City intends to enter into an agreement using its standard Professional Services Agreement, which shall be used to secure these services.

All proposals will be evaluated by a City of Capitola Selection Committee (Committee) based upon the matrix below. The Committee may be composed of City of Capitola staff and other parties that may have expertise or experience in the services described herein. The Committee will review the submittals and will rank the proposers. The evaluation of the proposals shall be within the sole judgment and discretion of the Committee.

Criteria	(a) Weight	(b) Score (1-5)	(a) X (b) Weighted Score
Overall quality of the professional qualifications of the firm	30%		
Proposed approach and methodology for Park and Playground Landscape Design	25%		
Previous project descriptions of Park and Playground Landscape Design	20%		
Proposed schedule for completing tasks identified	20%		
Final Score			

The fee proposals will not be reviewed at the initial evaluation. After initial evaluation, the City will determine top consultants, and open only those fee proposals. The City will then determine which, if any, firms will be interviewed. During the interviews, the selected firms will be given the opportunity to discuss their proposal, qualifications, past experience, and their fee proposal in more detail. The City further reserves the right to interview the key personnel assigned by the selected consultant to this project. If the City chooses to interview consultants, the interviews will be held the week of January 23, 2023.

Following the City’s determination of the firm best qualified for this work, final terms will be negotiated, and the Consultant and the City will execute the City’s standard Professional Services Agreement (Attachment 3).

VI. ANTICIPATED PROJECT SCHEDULE

The City reserves the right to amend dates. While the timeline may be subject to change, all participating parties will be notified. The anticipated schedule is as follows:

- November 28, 2022 RFP issued
- January 5, 2023 12:00 PM Deadline for questions
- January 11, 2023 11:00 AM Proposals Due
- January 12-18, 2023 Review of Proposals
- Week of January 23, 2023 Interviews and Presentations (if needed)
- Week of January 30, 2023 Contract Negotiation
- February 10, 2023 Notice to Proceed

VI. ADDITIONAL INFORMATION

Communications

It is extremely important that all respondents are given clear and consistent information. Therefore, all respondents are required to submit any questions related to this project or RFQ process via email.

Responses to all submitted questions will be posted on the City of Capitola's website at: <https://www.cityofcapitola.org/rfps>. Questions concerning this RFQ must be received via email per the schedule outlined on page 3. Inquiries received after this date will not be considered or answered.

Respondents should not communicate with any City department or employee during the submission process except as described above. In addition, no communications should be initiated by a respondent to any City Official or persons involved in evaluating or considering the statement of qualifications. Communication with any parties for any purpose other than those expressly described herein may cause an individual firm, or team to be disqualified from participating.

Other terms

Costs for preparing the Statement of Qualifications in response to this request are solely the responsibility of the respondent. The City of Capitola reserves the right to accept or reject any or all Statement(s) of Qualifications, with or without cause, and to waive immaterial defects and minor irregularities in responses. All decisions related to this solicitation by the City will be final. The City reserves the right to request clarification of information submitted and to request additional information of one or more respondents. All materials submitted in response to this RFQ will become the property of the City upon delivery. This solicitation in no way obligates the City of Capitola to award a contract.

ATTACHMENT 1
Aerial View of Park Site

Jade Street Park
4400 Jade Street



1 inch = 150 feet



City of Capitola

Jade Street Park 4400 Jade Street



1 inch = 150 feet



City of Capitola

The area for the proposed playground site, represented above, is approximately 9,600 SF. The City may consider expansion of this playground site into the larger park area of approximately 55,000 SF.

ATTACHMENT 2

Jade Street Park Universally Accessible Playground - Preliminary Schedule

PHASE 1

Issue Request for Proposals	November 28, 2022
Proposals due	January 11, 2023
Consultant Interviews	Week of January 23, 2023
Negotiate Agreement	Week of January 30, 2023
Notice to Proceed	February 10, 2023
Public Outreach	February – May 2023
Develop Conceptual Designs (3) with City staff	May – June 2023
Presentation of Conceptual Designs to City Council	June 8, 2023
Develop Preferred Alternative	June - July 2023
Presentation of Final Conceptual Design to City Council	July 27, 2023
Fundraising campaign	Fall 2023 – Fall 2024

PHASE 2

Preliminary – Final Design	Fall 2023-Spring 2024
Presentation to City Council	Fall 2024
Bid Period/Award	January 2025
Construction	Spring – Fall 2025

ATTACHMENT 3
Sample Professional Services Agreement

**CITY OF CAPITOLA
PROFESSIONAL SERVICES AGREEMENT**
Consultant Name Here

THIS AGREEMENT is entered into on June XX, 2022, by and between the City of Capitola, a Municipal Corporation, hereinafter called "City" and Consultant Name Here , 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 consulting services 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 Community Development Director, 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.

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 if 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 **DATE**.

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

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 or 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 General Services: To the fullest extent permitted by law, Consultant agrees to indemnify, defend, and hold harmless the City, its directors, officers, employees from and against any and all claims, demands, actions, liabilities, damages, judgments, or expenses (including attorneys' fees and costs) arising from the acts or omissions of Consultant's employees or agents in any way related to the obligations or in the performance of services under this Agreement, except for design professional services as defined in Civil Code § 2782.8, and except where caused by the sole or active negligence, or willful misconduct of the City.

For Design Professional Services under Civil Code §2782.8: To the fullest extent permitted by law, Consultant agrees to indemnify, defend, and hold harmless the City, its directors, officers, and employees from and against any and all claims, demands, actions, liabilities, damages, or expenses (including

attorneys' fees and costs) arising from the negligence, recklessness, or willful misconduct of the Consultant, Consultant's employees, or agents in any way related to the obligations or in the performance of design professional services under this Agreement as defined in Civil Code §2782.8, except where caused by the sole or active negligence, or willful misconduct of the City. The costs to defend charged to the Consultant relating to design professional services shall not exceed the Consultant's proportionate percentage of fault per Civil Code §2782.8 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.

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.

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

By: _____
Benjamin Goldstein, City Manager

By: _____

Dated: _____

Dated: _____

Approved as to Form:

Samantha Zutler, City Attorney

Professional Services Agreement _____ (insert date of contract)

Consultant Name Here

Page 8

APPENDIX ONE
Scope of Services

APPENDIX TWO Fees and Payments

Consultant will provide invoices to the City for all services and expenses on a monthly basis. City will endeavor to pay all invoices within 30 days of receipt. The total amount billed by Consultant and paid by City pursuant to this agreement shall not exceed \$_____ without written advance authorization from the City.

Consultant hereby represents and warrants, based upon Consultant's independent determination of the time and labor, including overtime, which will be required to perform said services, that Consultant will provide all said services at a cost which will not exceed the maximum price set forth in this agreement for Consultant's services. Consultant hereby assumes the risk that Consultant will perform said services within this maximum price constraint and Consultant acknowledges that its inability to do so shall not excuse completion of the services and shall not provide a basis for additional compensation.

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 \$_____, 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 Consultant Name Here, 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 June __, 2022, and has not been previously paid."