

2ND AMENDMENT TO THE
PROFESSIONAL SERVICES AGREEMENT WITH VERDE DESIGN, INC. FOR JADE STREET
PARK UNIVERSALLY ACCESSIBLE PLAYGROUND PROJECT

between

CITY OF CAPITOLA AND VERDE DESIGN, INC.

The City of Capitola and Verde Design, Inc., hereby agree to the following Amendment(s) to the Contract dated February 9, 2023:

1) Increase the budget amount by \$99,000 for Bid Support and Construction Administration Support

All other terms and conditions of the Professional Services Agreement remain in full force and effect.

CONTRACTOR: VERDE DESIGN, INC.

By:

Date: _____

CITY OF CAPITOLA

By: Benjamin Goldstein, City Manager

Date: _____

April 30, 2025



VERDE DESIGN

2455 The Alameda, Suite 200
Santa Clara, CA 95050
t 408.985.7200 f 408.985.7260
www.verdedesigninc.com

Jessica Kahn
Public Works Director
City of Capitola
420 Capitola Ave.
Capitola, CA 95010

Subject: Treasure Cove Playground at Jade Street Park
Bid Support and Construction Administration Support
Verde Design Project No.: 2300302

Dear Jessica,

In response to your request, Verde Design, Inc. is pleased to submit the following proposal to provide the identified design services on the above mentioned project. This proposal shall remain valid for a period of sixty (60) days.

PROJECT UNDERSTANDING/HISTORY:

The City of Capitola ("City") is requesting a proposal from Verde Design, Inc. to provide support during the bidding and construction administration phases for the Treasure Cove Playground project at Jade Street Park.

On March 28, 2025, Verde was notified that the city has received a preliminary award letter from the CDBG program, resulting in an increased budget for this project. In accordance with the CDBG requirements, the project is expected to go out to bid between June and September 2025. The commencement of construction will depend on the bid award and the issuance of a notice to proceed. The City aims to complete the project and open it to the public in May 2026, with some flexibility in the timeline.

SCOPE OF SERVICES

Verde Design, Inc. proposes to provide the following services based on the project understanding outlined above. Any supplemental tasks that exceed the scope of services detailed in this proposal may be offered as additional services upon the client's request.

I. Bid and Construction Support

Verde Design, Inc. agrees to provide the following services to the city during the bid and construction phases for this project.

- A. Coordinate bidding procedures and schedule.
- B. Contact potential bidders.
- C. Attend one (1) pre-bid meeting.
- D. Respond to pre-bid RFIs.
- E. Review substitution requests.
- F. Assist in preparing addenda.
- G. Prepare bid evaluation.

- H. Prepare a conform set of plans for construction, including addenda items.
- I. Attend one (1) pre-construction meeting.
- J. Respond to contractor RFI questions and provide clarifications.
- K. Review and respond to submittals and shop drawings.
- L. Attend twenty (20) web-based construction meetings to discuss construction progress and activities. The city's construction manager shall provide the meeting agendas and meeting reports associated with these discussions.
- M. Attend site visits to observe work and provide field observation reports. For the purpose of this proposal, ten (10) site visits are included. The stages for these visits are outlined below for reference only and do not need to occur exclusively at these stages.
 - 1. Pre-bid meeting.
 - 2. Pre-construction meeting.
 - 3. Site demolition and grading.
 - 4. Utility trenching and installation.
 - 5. Formwork and concrete reinforcement/ installation.
 - 6. Installation of play equipment and other site amenities.
 - 7. Installation of playground surfacing.
 - 8. Landscaping and irrigation.
 - 9. Substantial completion walk through/ punch walk.
 - 10. Final site walk with contractor and city for post construction review and acceptance of project.
- N. Review price requests and change orders.
- O. Provide a punch list at substantial completion of the project, following the punch walk.
- P. Review contractor "as-built" plans and update CAD drawings to share with project owner.
- Q. Review Operations and Maintenance manuals.
- R. Project closeout with City.

CLIENT'S RESPONSIBILITIES

The city shall be responsible for developing all front end and general project specifications. Verde Design, Inc. will complete all technical specifications relating to the project specifics and will prepare construction documents suitable for public bidding.

SPECIAL PROVISIONS

- A. Without attempting to be all-inclusive and for purposes of clarity, the following items are specifically not included in the Scope of Services:
 - 1. Meetings other than those listed.
 - 2. Renderings and presentations to public bodies.
 - 3. SWPPP services for design (QSP) inspection during construction.

4. Testing during construction.
 5. Underground utility surveys.
 6. Utility runs off-site.
 7. Survey property lines, easement locations or record of survey filing.
 8. Permit fees associated with the project.
 9. Pump or lift station design.
 10. 3D graphics.
 11. Arborist report.
 12. CEQA process.
 13. Architecture and mechanical engineering services for any building on site.
 14. Soil testing.
 15. Lighting improvements.
 16. Geotechnical engineering.
 17. Topographic and utility surveying services.
- B. This fee will be valid for 60 days, should the City choose to extend or add to the contract, the unbilled portion of this agreement will be subject to an increase in January of 2026 to cover annual wage adjustments for office personnel.
- C. Services will be diligently pursued, and every reasonable effort will be made to meet the mutually agreed upon schedule. If the completion of the services is delayed at any time in the progress of the work undertaken in this Agreement by conditions beyond the control of the Consultant; including but not limited to: strikes, lockouts, labor disputes, or the inability of City, their consultants, utility companies, or jurisdictional agencies to provide required information, processing or direction; the time of completion shall be extended during such period and Consultant shall be held harmless from any and all claims arising out of such delay.

PROFESSIONAL COMPENSATION

For the scope of services and products identified in this proposal, Verde Design respectfully requests the following time and materials not to exceed fee including all reasonable reimbursable expenses that are outlined to be included in the project.

▪ Bid & Construction Support	\$99,000.00
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Additional services will be charged on a time and material basis. Charges for additional services will be billed separately.

CHANGE IN SERVICES

Client may order changes in scope or character of service, either decreasing or increasing the amount of Consultant's services, and if necessary, changing the character of services. In the event that such changes are ordered, Consultant is entitled to full compensation for all services performed and expenses incurred prior to receipt of notice of change.

TERMINATION OF AGREEMENT

In the event the project is terminated or indefinitely suspended in the manner herein provided, Verde Design shall turn over copies of any and all documents completed to that date. Verde Design shall be entitled to compensation up to and including said termination date. Original work shall remain the property of Verde Design.

Jessica, if this proposal meets with the approval of the City of Capitola, please sign the proposal below. Thank you again for the opportunity to work with your City and Community on the bidding and construction phase for the Treasure Cove Playground project at Jade Street Park.

Respectfully Submitted,
Verde Design, Inc.

Approved:
Jessica Kahn



Derek McKee, RLA
Principal

Name:
Date:

Verde Design, Inc.

Charge Rate Schedule

Effective until December 31, 2025

The following chart outlines the current charge rate for professional and office costs. Reimbursable rates and expenses are shown at the bottom.

Project Rates

Principal	\$275.00 per hour
Project Manager/Construction Manager	
Level Four	\$260.00 per hour
Level Three	\$240.00 per hour
Level Two	\$195.00 per hour
Level One	\$180.00 per hour
Project Engineer	
Level II	\$200.00 per hour
Level I	\$185.00 per hour
IT Manager	\$195.00 per hour
CAD Manager	\$190.00 per hour
Project Designer	\$175.00 per hour
Job Captain/Staff Engineer/Construction Administrator	\$165.00 per hour
Draftsperson Level II	\$160.00 per hour
Draftsperson Level I	\$155.00 per hour
Project Administrator	\$100.00 per hour
Intern	\$85.00 per hour

Reimbursable Rates

Blueprints, Printing and Reproductions	Cost plus 10%
Sub Consultant Services	Cost plus 10%

Reimbursable Expenses

Blueprints and Reproductions	Travel Expenses
Photography	Parking and Toll Expenses
Models and Renderings	Permit Fees
Postage/Overnight Mail Service	Courier Delivery Service