



**Request for Proposals
Master Architect
City of Santa Cruz
Library Mixed Use Project**

KEY RFP DATES

Issue Date: April 22, 2021

Questions Due: May 10, 2021, at 4:00 p.m.

Submittals Due: May 21, 2021, at 4:00 p.m.



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1. INTRODUCTION / PROJECT DESCRIPTION

Thank you for considering the attached Request for Proposals (RFP). If you are interested in submitting a Proposal, please follow these instructions for submissions:

Proposal Submittal: Please refer to the Submittal Instructions section of this RFP for full details. Proposals submitted by any other method such as hard copy will be disqualified.

The City of Santa Cruz is engaged in a design, planning, and development process for a mixed-use project in downtown Santa Cruz to include a library, parking, housing, and other uses on Lot 4 (see ATTACHMENT III). The project is being funded through a combination of sources including Measure S funds, Parking District funds, and funds yet to be identified for the housing and commercial use.

In 2013, the Santa Cruz Public Libraries engaged in a comprehensive facilities master planning process resulting in the voter approved Measure S bond measure in 2016 slated to address library facility needs across the system. Funding for the Downtown Library was identified as an urgent need and the City Council directed the formation of a Downtown Library Advisory Committee (DLAC) to comprehensively examine the current facility and the feasibility, options, and costs for developing a Downtown Library branch that meets the needs of the community and voters. In 2016, DLAC unanimously recommended pursuing a new library facility as part of a mixed-use project.

At the same time as the DLAC work was underway, the City's parking division was analyzing downtown parking needs and long-term development strategy. The Downtown Parking District is anticipated to lose 10% of the current existing public parking supply as both publicly- owned surface parking lots and privately-owned lots leased to the City are developed for mixed-use housing projects. In addition to the proposed Library Mixed-Use Project, there are five other large housing projects in various stages of development in the downtown area totaling over 700 additional housing units in the downtown. While the number of new parking spaces needed for these projects is uncertain at this time, a few of the projects are contemplating taking advantage of new state laws that allow affordable housing projects to be built without providing parking for the units.

The City is also moving forward on an 80-85 unit affordable housing project in the downtown and will not be providing any parking for the residents in an effort to maximize the number of affordable units in the allowable development footprint. As a result, the City proposes to include sufficient parking within the library mixed-use project to both replace the anticipated loss of 230 parking spaces from the development of surface lots downtown and add additional parking supply to accommodate future parking demand from proposed new development, including the City's nearby 80-85 unit affordable housing project

Similar to other communities in California, particularly coastal communities, Santa Cruz is facing a severe affordable housing crisis. The City is committed to developing affordable housing units within the overall project. The type and number of affordable housing units in the project will be dependent on identifying additional funding sources, but a minimum of 50 affordable units will be included in the project. Additional affordable and market rate units may be included as can be financed and accommodated within the overall project scope and height limitations.

Specifically, following a year-long Council Subcommittee assessment and community engagement process, on June 23rd, 2020 the Santa Cruz City Council voted to accept the subcommittee recommendations and move forward with a mixed-use project to include:

- the relocated downtown library;
- a garage with a maximum of 400 parking spaces; and
- an affordable housing project containing a minimum of 50 low-income units.

For more information on the project background and approved recommendations please refer to the project webpage: www.cityofsantacruz.com/mixeduselibrary

For the City threshold requirements, the Project Proposal must include a minimum of 50 affordable housing units above a new ground level Downtown Library with a square foot area of a minimum of 35,000 square feet and a clear ceiling height of 15 feet adjacent to a parking structure that can accommodate a maximum of 400 cars. Specifically, the City is seeking Master Architects/Design Team to perform the following:

- Receive design guidance from the Affordable Housing developer on the integration of the Affordable Housing over the new Downtown Library.
- Receive design input and considerations for the highest and best use of the Affordable Housing component.
- Receive insight from the Affordable Housing developer for the placement of the utilities for the Affordable Housing component.
- Complete the Design Development phase for the project.
- Coordinate with the Affordable Housing developer as they continue the project as the new Downtown Library shell and core and affordable housing component designer.
- Complete the Construction Documents for the new Downtown Library Tenant Improvement (TI).
- Secure approval of all associated permits for the construction of the new Downtown Library TI.
- Coordinate with City's contractor in the City's TI of the ground level new Downtown Library below the affordable housing.
- Coordinate with City's design-build parking structure entity for the adjacent parking structure.

More detail on these project parameters is provided below.

2. QUESTIONS / CORRESPONDENCE

Any requests for clarification or other questions concerning this RFP must be submitted in writing and sent via email to the following City of Santa Cruz contact no later than the date and time specified on the cover page of this RFP.

Justin Di Rico
 Senior Program and Construction Manager
 jdirico@grffinstructures.com

3. OVERVIEW AND SCOPE OF SERVICES

City of Santa Cruz (hereinafter referred to as the "City") is requesting proposals to establish a contract for Master Architectural and Engineering (herein referred to as the "Consultant") for the Downtown Library Mixed Use project, with service to commence on or about July 2021. Scope of Services in accordance with ATTACHMENT I, attached hereto.

The City Key Objectives for this project are that it is built within the established construction cost and that the project is delivered on time in accordance with the schedule included herein, and that the Consultant deliver a first-class design. See Attachment IV for additional information pertaining to the new Downtown Library TI.

Current Project Funding:

Parking Garage Use	\$20-\$26 Million
Library Use	\$28 Million
Housing & Other Mixed Uses	TBD, including up to \$5MM from City's Affordable Housing Trust Fund and grants/loans/funding from state and federal sources

The work shall be performed in accordance with all latest applicable codes, standards, and regulations. Additionally, the work shall consider prevailing wage.

4. MINIMUM QUALIFICATIONS REQUIRED FOR PROPOSAL SUBMITTAL

Consultants who fail to meet the minimum qualifications set forth below should not submit a proposal; any such proposal shall be deemed non-responsive and not be considered.

- 1) Minimum five (5) most recent years of experience performing similar services as those detailed in the Scope of Services section of this RFP.
- 2) The respondent must perform a majority of the services and must be led by California licensed Architects and Engineers.

5. EVALUATION AND AWARD SCHEDULE*

Review of proposals to be completed by staff	May 28, 2021
Recommendation to department management that the highest-rated Consultant be interviewed	Week of May 31, 2021
If performed, interviews with highest-rated Consultants	Week of June 7 & 14th, 2021
Selection	June 22, 2021
Issue Notice of Award	Late June 2021

***Schedule subject to change**

6. TERMS AND CONDITIONS

Agreement: City's standard Agreement for Consulting Services is included as ATTACHMENT II. Upon award of the contract, it is expected that the successful proposer will accept the Agreement terms and conditions "as is" without modification.

Respondent's Proposal: At the discretion of City, any or all parts of the respondent's proposal shall be made a binding part of the selected Consultant's Contract. City reserves the right to reject in whole or in part any of the proposals.

Insurance Documents: At the time the contract is awarded, the Consultant must be able to provide all required insurance documentation to City's insurance certificate tracking company as set forth in ATTACHMENT II. If these requirements are not met, City reserves the right to select the next best qualified Consultant.

Business License: Consultants who provide services for City within the city limits shall obtain, within five (5) days of executing this Agreement and prior to commencing any work herein, a City business license and shall maintain a current business license throughout the term of this Agreement.

Failure to Execute the Agreement: Failure to execute the Agreement and furnish the required insurance and business license within the required time period shall be just cause for the rescission

of the award. If bonds are also required, failure to furnish sufficient bonds shall cause rescission of the award. If the successful proposer refuses or fails to execute the Agreement, City may award the Agreement to the next highest-rated Consultant.

7. ORGANIZATION OF PROPOSAL

If your proposal does not include all of the items below, it may be deemed non-responsive. The proposal will be evaluated by City and shall include, at a minimum, the following information:

- **BUSINESS INFORMATION**

State the full legal name of the lead firm that will Contract with the City, including the state of incorporation if applicable. Include your address, phone number, and email address. State the number of years the Consultant has been doing business. List the names of principals or officers authorized to bind the Consultant, including position titles.

- **EXPERIENCE / QUALIFICATIONS INFORMATION**

Provide information concerning your Consultant's experience and qualifications directly related to the services set forth herein. Additionally, this section shall define the experience of the lead person (Project Manager), other key personnel and sub-consultants assigned to the project. Include resumes for all managers, supervisors, and other key individuals including sub-consultants who will comprise the team. Demonstrate the relevant expertise and experience of each team member. The designated Project Manager shall be the primary contact with City during the project period. Respondent shall disclose in the project proposal any and all proposed sub-consultant(s), including details regarding which tasks they would perform.

- **PROJECT APPROACH / METHODOLOGY**

Explain in detail how the Consultant would perform the services required as set forth herein. Demonstrate how the requirements and provisions of the scope of this project will be implemented, demonstrate knowledge of the project's objectives and existing conditions/assumptions, identify potential issues/challenges and the approach to minimize disruptions to performance, and present a comprehensive plan for completing the specified work in accordance with the Scope of Services. The response should demonstrate an efficient use of work force, material resources, equipment, and technology to complete the project within the constraints outlined in the Scope of Services. Provide any additional information that communicates how the Consultant intends to achieve the required outcomes and fulfill the responsibilities of the anticipated Contract. A project schedule should be included that details each task and sub-task, the timeframe for each and showing the total number of calendar days from issuance of the Notice to Proceed through 100% completion of the Scope of Services.

- **REFERENCES**

Provide a minimum of three (3) references for work similar to this specific project that the Consultant has provided within the last five (5) years. Include a detailed description of the services, the agency names, contact names, phone numbers, email addresses, and dates of services performed.

- **PRICING PROPOSAL**

Provide a fee schedule/pricing information for the project, which must include a project lump sum price. City shall not provide reimbursement for business or travel-related expenses; therefore, such costs must be absorbed in the hourly rate or lump sum fee structure. Submit the fee proposal in accordance with ATTACHMENT V.

- **SIGNATURE**

The proposal shall be signed by an official authorized to bind the Consultant, including his or her printed name and title.

Proposer shall include a statement to the effect that their Consultant's proposal is valid for ninety (90) days.

8. SELECTION PROCESS

The contract award will be made after selection of one (1) respondent's proposal from among all respondents with implementation of services to follow. However, this RFP does not indicate a commitment by City to award a contract to any successful respondent. City intends to evaluate the proposed services based upon the data presented in response to the RFP. The following general selection criteria will be used to evaluate the proposals:

City reserves the right to negotiate final pricing with the most qualified/highest-rated Consultant.

City reserves the right to reject any or all proposals, to waive any informality in any proposal, and to select the proposal that best meets City's needs.

The City will rank all candidates without regard to the fee. A Committee comprised of key staff from several departments will make a final ranking based on both qualifications and fee. The Committee may choose to select the two (2) highest ranked applicants to be interviewed. If so, the short-listed candidates will be notified by the City of the date, time and place for their interviews and any other pertinent information. Project manager and key staff must be present at interview, which may be conducted remotely. Within a reasonable period after the last interview, the Committee shall select the successful candidate based on qualifications, fee, and performance at the interview.

Proposals will be evaluated based on the criteria outlined below:

- Quality and completeness of the proposal;
- Evidence of Consultant's understanding of the project and the existing conditions;
- Demonstrated ability of the Consultant(s) to complete the project on time and within budget;
- Demonstrated qualifications and experience of the Consultant(s) and its employees;
- Price of services;

Criterion Score:

- Project Team 30 points
- Past Related Experience 30 points
- Approach to Scope Work 30 points
- Cost and Fee Breakdown 10 points
- TOTAL 100 points

9. SUBMITTAL INSTRUCTIONS

Proposals must be submitted by the Proposal Deadline date and time to the following address:

Amanda Rotella
Economic Development
Department 337 Locust St.
Santa Cruz, CA 95060

Submittals:

- **Must be completed** no later than the date and time specified on the cover sheet of this RFP
- **May be submitted** at any time prior to the deadline
- Submitted proposal **may be withdrawn and resubmitted** at any time prior to the deadline
- **Large files** may take time to transmit; so, plan the timing of your submittal accordingly
- **Cannot be viewed** by City staff until the close date and time

10. GENERAL INFORMATION

Costs

Any costs incurred in the preparation of a proposal, presentation to City, travel in conjunction with such presentations, or samples of items shall be the responsibility of the respondent. City assumes no responsibility and no liability for costs incurred by respondents prior to issuance of a contract or purchase order.

Additional Information

The proposer shall furnish City with such additional information as City may reasonably require.

Property of City

All data, documents and other products used or developed during performance of the services will remain the property of City upon completion of the services.

Payment Terms

In accordance with the Master Agreement, City will make payments monthly on approved invoices, with payment terms of net 30 days upon receipt of invoice. Payment for additional work, if any, will be negotiated as required. Final payment will be made after approval and acceptance of the work.

Sincerely,

Justin Di Rico
Senior Program &
Construction Manager

Enclosures: Attachments

ATTACHMENT I

SCOPE OF SERVICES

PROJECT OVERVIEW

City is requesting proposals from highly qualified Consultants to provide Architectural and Engineering (A&E) services to assist the City in the design of the new Downtown Library Mixed Use project (hereinafter referred to as the "Project:).

The Project scope of services falls generally within the following categories:

1. Demolition, Site Improvements, Grading and Underground Utilities
2. Master Architect for Library Shell and Core and Affordable Housing – 100% DD
3. Master Architect and Engineer of Record for Library TI – 100% CD's
4. Bridging Documents for Parking Structure – 100% SD's
5. Construction Administration for Construction of Library TI
6. Master Architect Oversight of Affordable Housing and Parking Structure Construction.

This work shall include all research, surveying, utility coordination/mapping, potholing, right-of-way engineering, photometric studies, demolition plans, grading plans, building plans (architectural, structural, mechanical, electrical, plumbing, fire safety, etc.), landscape planting/irrigation plans, construction details, traffic control plans, specifications (including noise/sound attenuation), construction cost estimates and all other work necessary to complete the Project.

The selected Consultant shall include bi-weekly meetings with the City during the design period and weekly at the construction site during the construction period of the Library TI. The Consultant will be working with the City retained Affordable Housing Developer (AHD), a Parking Structure Design-Build Entity (DBE), and other City consultants, and shall assume regular involvement and coordination with these entities. Any meetings, costs, recommendations, revisions, and coordination with these entities shall be included in this proposal.

A preliminary conceptual plan for the proposed Project is included in ATTACHMENT III and is subject to revisions with the selected Consultant.

The Consultant will need to consider constraints such as right of way, existing physical improvements, utilities, circulation, parking, City operations, and adjacent properties. The Consultant shall be responsible for final design of all elements of the Project. The Consultant shall also be responsible to identify all utilities and utility easements that may interfere with the project and coordinate the design of any required utility relocations. Additionally, the Consultant shall prepare all necessary preliminary and final documents, environmental clearances, and secure all necessary entitlements and approvals required for the Project, for the DBE to create the Construction Documents for the Adjacent Parking Structure and the Affordable Housing Developer to create the Construction Documents for the Affordable Housing portion of the Project, and to secure the permits and approval required for the construction of the Library TI.

The selected Consultant shall include for the following professional services in its statement of qualifications:

- Owner's Performance Requirements (OPR)
- Basis of Design (BOD)
- Preliminary design / environmental & entitlements support

- Community and Stakeholder Group design collaboration / input & engagement process – to include outreach to historically underrepresented groups
- Hazardous building materials and hazardous soils investigations, removal and disposal determination, if any
- Geotechnical investigation, soils report
- Geotechnical engineering
- Demolition phasing and contract documents
- Development of complete specifications
 - For Library TI
 - DD level specifications for the Site, Affordable Housing and Library structure
 - For Parking structure BOD
- Architectural design
- Landscaping design
- Kitchenette design
- Civil engineering
- Wet utilities
- Dry utilities design and coordination
- Structural engineering
- Mechanical, electrical and plumbing engineering
- Low Voltage (SCS Cat6 cabling, telecommunications, internet technology, etc.)
- Audio Visual (BOD)
- Lighting design
- Signage & graphics design
- Parking design
- Traffic safety analysis
- Acoustics, noise and vibration control
- Codes and accessibility compliance
- Waterproofing
- Security (access card readers, security cameras, etc.) in coordination with City's approved implementation vendor and City software/hardware platform
- Fire alarm (BOD)
- Energy management systems (BOD)
- Green Building Program/Sustainable Design Services
- SCE savings by design / other available rebate / incentive programs
- Interior, furniture, fixtures and equipment design
- Cost estimating
- Participation in Commissioning and Project close out

- Permitting for the Library
- Construction Administration for the Library

The following is an overview of the services the Consultant will be required to perform:

ARTICLE 1 – GENERAL

1.1 CONSULTANT’S SERVICES

1.1.1 Basic Services. The scope of Master Architect’s Basis Services are Pre-Design, Schematic Design, and Design Development. The scope will also include the Construction Documents for the Library Tenant Improvement. The Design Development Services will support the City in developing a Guaranteed Maximum Price to complete all future phases of the Project.

1.2 STANDARDS

1.2.1 Criteria. Consultant will provide its Services in conjunction with the services of other Consultants and professionals retained by City, Consultant and their contractors and Consultants. Consultant’s Scope of Services will satisfy the following criteria:

- A. The work effort will serve the purposes specified by City, applicable governmental requirements, and industry accepted custom;
- B. The Consultant’s Basic Services will result in Design Development Documents that will lead to Construction Documents that are constructible by known techniques and with available labor and readily available materials and equipment, and are designed to 90% of City’s construction budget to allow sufficient design contingencies.;
- C. The Development Phase services (if authorized) will lead to Construction Documents that are constructible by known techniques and with and readily available materials and equipment and are designed to 90% of City’s construction budget to allow sufficient design contingencies;
- D. Operation, maintenance and repair of the improvements identified in the Construction Documents, when properly executed, should not be excessively expensive; and
- E. The Design Development Documents (for Consultant’s Basic Services) and the Construction Documents (for Consultant’s Development Phase Services) must be prepared to meet applicable legal requirements, including federal, state, and local Laws.

1.2.2 Objective. The ultimate objective is to provide, in precise, coherent, concise and in an easy to comprehend manner for a qualified professional, all information required for construction of the Project in accordance with the foregoing.

1.2.3 Compliance. By delivery of completed work, Consultant certifies that the work conforms to the requirements of (a) this Agreement, (b) all applicable Code Requirements, and (c) the professional standard of care in California.

1.2.4 Evaluation. Consultant understands and will implement the City’s Project objectives and act in City’s best interest at all times. Consultant is responsible for making an independent evaluation and judgment of all conditions affecting performance of the work, including without limitation site conditions, existing facilities, seismic, geologic, soils, hydrologic, geographic, climatic conditions, applicable Code Requirements, and all other known contingencies or design considerations. Data, calculations, opinions, reports, investigations, and other similar information provided by City relating to the Project Site or local or other conditions is not warranted or guaranteed, either expressly or impliedly, by City. Consultant’s responsibilities under this section may not be delegated. Consultant

is responsible to City for the acts, errors, or omissions of Consultant's employees, agents, representatives, subcontractors, and Consultants.

1.3 SCHEDULE

1.3.1 Service Schedule. A schedule for the performance of Consultant's services (the "**Service Schedule**") is attached as **Attachment VI**.

1.3.2 Extension of time for unforeseen circumstances. If Consultant is unable to meet the completion date or Service Schedule due to circumstances beyond Consultant's reasonable control, such as war, riots, strikes, lockouts, work slow-downs or stoppages (except strikes, lockouts, or work slow-downs or stoppages of Consultant's employees or subcontractors), acts of God such as floods or earthquakes and electrical blackouts or brownouts, then Consultant must inform City in writing of the additional time required to perform the work and City may equitably adjust the Service Schedule.

1.3.3 Project Schedule. After the Project requirements have been sufficiently identified, City will prepare and periodically update a Project Schedule (the "**Project Schedule**"), based upon the Service Schedule of Consultant and the schedules of City and other Project participants. The Project Schedule will identify milestone dates for decisions required of City, design services furnished by Consultant, completion and submission of documentation provided by Consultant, and commencement of construction and Substantial Completion of the construction portion of the Project. Consultant will assist City with the preparation of and updating of the Project Schedule.

1.4 BUDGET

1.4.1 Project Budget. City has developed a budget for construction identifying City's budgetary constraints (the "**Project Budget**"). Consultant will design to 90% of City's construction budget to allow sufficient design contingencies. City will provide the construction budget to Consultant prior to commencement of Consultant's services.

1.4.2 Assistance to City. Consultant will coordinate its services with those of City. Consultant's services will include assistance to City in scheduling, cost estimating, value engineering, and other similar services.

1.5 SUBCONSULTANTS

1.5.1 Approval of Consultants. City must approve all Consultants retained by Consultant in its performance of the Services. Consultant will, concurrently with the execution hereof, submit to City a list identifying Consultant's principal, project manager, and project designer responsible for the Project, as well as a schedule of all Consultants. City may reasonably object to any person or entity so designated. If City objects, then Consultant must promptly replace the objectionable person or entity and resubmit an alternate to City for approval until an acceptable alternate is submitted. No changes may be made to the designated representatives of Consultant, including its Consultants, without the prior written consent of City unless such change results from the particular designated representative's termination of employment or such representative is not capable of performing the services for which he is responsible due to disability or death (in connection with employees of Consultant). In the event of a change as specified above (e.g., termination or incapacity), City may reasonably object to any replacement, in which case Consultant must promptly replace the objectionable person or entity and resubmit an alternate to City for approval until an acceptable alternated is submitted. The designated and approved principals, project manager, and project designers must dedicate such time and work effort as may be required to assure compliance with the obligations of Consultant under this Agreement. In addition to the primary contact designated by Consultant in this Agreement, Consultant must also designate a primary contact person for each Consultant who will be the responsible point of contact for coordination of the Project work with City

throughout the duration of the Project, subject to replacement following the same process as set forth above.

1.5.2 Consultants. When Consultant is required to retain a Consultant, Consultant will negotiate fees on a lump sum basis to the extent possible and enter into a contract with the Consultant and be responsible for the Consultant's work, performance, and schedule, and coordination of its work with that of the other Consultants directly retained by Consultant as well as by City, Construction Manager, or their representatives.

1.5.3 Coordination of Consultants. Consultant will have the primary responsibility for coordination of (not "coordination with") both Consultant's Consultants and City's Consultants. As part of Consultant's coordination of Consultants' work product, Consultant will provide the appropriate space within the Project's design parameters to accommodate the physical work. Consultant will comply with such Consultant's recommendations via notes and/or details, subject to City's direction.

1.6 REVIEWS

1.6.1 Meetings. Consultant's Basic Services include all meetings with City for formal reviews and presentations during each phase as indicated in the following paragraphs of this Article. Consultant's Basic Services also include all of the informal and unscheduled meetings required to properly coordinate Consultant's services with that of other Consultants, engineers, Consultants, and contractors, and to communicate with City during each phase of service. Consultant is responsible for preparing meeting minutes. Consultant will participate in periodic meetings with City senior staff and elected officials as needed or requested to present periodic Project updates and assist in securing required approvals.

1.6.2 Update. As part of the requirements set forth in this Article 2, Consultant will regularly monitor the time expended and quantities and quality of work performed by Consultant, and that of the Project Consultants retained by Consultant. Consultant will also submit a proposed updated schedule for all deliverables consistent with those listed below at the start of each phase of services.

1.6.3 Formal Reviews. Formal reviews will be required as necessary during the conceptual documents, schematic design documents, and design development documents. Unless otherwise directed, all Consultants' primary contacts must be present at these review sessions. Progress submittals, working drawings, specifications and all other documents that are required to perform the Services will be reviewed and returned with comments at a scheduled design review with Consultant and its appropriate Consultants. After receipt and review, City's comments will be incorporated into the next scheduled release of work.

1.6.4 Progress Submittals. Progress submittals will be required at the 50 and 100 percent completion points for Design Development Services. Review meetings will be held in conjunction with these progress submittals.

1.6.5 Regular Meetings. In addition to the milestone reviews, and other meetings included as part of Basic Services, informal progress design review meetings or conference calls covering one or more disciplines will be held every week during the Design Development phase and every two weeks thereafter.

1.6.6 Authorization to Proceed. Authorization to proceed to the next phase will be issued in writing to Consultant and might be withheld for one or more other disciplines depending on their progress and acceptance with design at City's sole discretion.

1.6.7 Drawing Submittals. Drawings submittals from Consultant will be sent to City by electronic mail in PDF and .dwg formats, CAD Plot file, and regular first-class mail. The date of mailing will be the triggering date for the time of a response, if any. Overnight courier services should be used only if approved by City. Consultant will send drawings submittals to City at 100 percent Schematic, 50

and 100 percent Design Development phases of work, which will include CAD (.dwg) and Plot files, PDF and/or TIFF files. Consultant shall also furnish City with all due diligence reports and CEQA reviews and specified mitigations.

1.6.8 Base Information. Consultant will review available geotechnical reports, existing civil surveys, available as-built drawings, program information, and other information. Consultant is to prepare base drawing information for the Project, needed for the subsequent work, in a format as required by City.

1.7 DOCUMENT STANDARDS

1.7.1 Single Source. As part of its Basic Service, Consultant will provide a single source of responsibility and control for the Services, including but not limited to: architectural, landscaping, engineering (site surveying, structural, MEP, civil), lighting, signage and graphics, codes, acoustical, and water management.

1.7.2 NCS. All documents must be prepared on Revit in accordance with the National CAD Standards (NCS). Any recommendations to City on changes to the standards must be made within two weeks from the execution of this Agreement.

1.7.3 Code Compliance. Consultant will verify code compliance of the design with all applicable rules, regulations, codes, orders, and laws applicable to or affecting the Project, including those of the agencies of the City, County, State or other reviewing authority.

1.7.4 FTP Site. Consultant will establish and maintain during the Term a File Transfer Protocol (FTP) site (or arrange for Newforma or other similar document management site) for the Project, which will host the design documents and other relevant Contract Documents necessary for the design and construction of the Project.

1.8 INFORMATION

1.8.1 Recommendations. Consultant will make recommendations to City regarding any investigations, surveys, tests, analyses, and reports that are deemed necessary and required by Consultant or any of its Consultants to properly perform the Services. Such recommendations will be made in writing and in a timely manner to allow implementation without causing any delay to the Project Schedule.

1.8.2 Requests for Information by Consultant. Consultant will submit all requests for information to City as soon as information is required. Requests may be made by City verbally, by email, or by first-class mail. The date of mailing will be the triggering date for the time of a response, if any. Verbal requests are also acceptable so long as Consultant also submits the requests in written format and sends them via email or first-class mail. The date of mailing will be the triggering date for the time of a response, if any. Consultant will define the priority of the request.

1.8.3 Value Engineering. Value engineering will be accomplished in conjunction with the assistance of City and/or Construction Manager pursuant to a strategic program to be integrated as part of each progress submittal. Consultant will assist City during all phases on a continuous and timely basis to make value determinations that affect the design itself, including the best and most economical methods, materials, systems and equipment to be used in the Project.

1.9 ADDITIONAL SERVICES

1.9.1 Performance of Additional Services. The Services described in this Section 1.9 are not included in Basic Services unless expressly identified in Sections 1.1 through 1.8, or in Article 2. Consultant will, upon request by City, perform the Additional Services described in this Section 1.9.

1.9.2 Compensation for Additional Services. City will compensate Consultant for such Additional Services as provided in Section 1.9 of the Agreement. Notwithstanding anything to the contrary in

this Agreement, City will not be responsible to pay, and Consultant will not be entitled to receive, compensation for any contingent or Additional Services if such services are required due to deficiency of the drawings and specifications of Consultant or Consultant's failure to perform in accordance with the terms of this Agreement. Consultant will have no claim for any extras whatsoever, unless and until specific written directives are given by City to Consultant. Additionally, notwithstanding anything to the contrary in this Agreement, Consultant will not be compensated for Services, whether considered Basic or Additional, in excess of the fees set forth in **ATTACHMENT V**, unless such excess is approved in advance in writing by City. Consultant acknowledges that the fees set forth in **ATTACHMENT V** are a Not-To-Exceed Amount for all services necessary to effectuate the obligations of Consultant under this Agreement.

1.9.3 List of Additional Services. The following Services are Additional Services:

- A. Making material revisions to any drawings, specifications or other documents will be Additional Services only if Consultant demonstrates to City that Consultant incurred a direct increase in Consultant's costs and only when such revisions are:
 - (1) Inconsistent with approvals or instructions previously given by City, in writing, including revisions made necessary by adjustments in City's program or Project Budget (except when required due to Consultant's errors or omissions);
 - (2) Required by the enactment of revisions of Code Requirements subsequent to the preparation of such documents;
 - (3) Due to changes required as a result of City's failure to render decisions in a timely manner; or
 - (4) Due to a change in government agency regulations that are inconsistent with earlier regulations upon which written approvals were obtained.
- B. Providing services required because of significant changes in the Project including, but not limited to, changes in design, size, quality, complexity or City's schedule.
- C. Providing consultation concerning replacement of Project Work lost by theft, damaged by fire, or other casualty, acts of God or the elements during construction, and furnishing services required in connection with the replacement of such Project Work.
- D. Providing services made necessary by the termination or default or alleged default/breach of the Construction Manager, negligent acts or omissions of the Construction Manager, or by major defects or major deficiencies in the work of the Construction Manager.
- E. Providing services relative to the master planning and budgeting of future facilities, systems and equipment that are not a part of the Project.
- F. Providing any other services not otherwise included in this Agreement as Basic Services, if authorized in advance in writing by City.

1.9.4 Written Authorization Required. The parties will provide authorized written directions and communications with respect to all matters relating to scope, price, schedule or any other material issues relating to the Services. Consultant may not proceed with any request for Additional Services, and may not proceed to perform Additional Services, absent written authorization from City. City may not request Additional Services unless in a written authorization to Consultant.

1.9.5 Disputes Regarding Additional Services. If there is a dispute related to compensation for Additional Services, Consultant will continue to perform the Services (including the disputed Services) and the parties will proceed to resolve the dispute in accordance with the Agreement for Professional Services.

ARTICLE 2 – CONSULTANT’S BASIC SERVICES

2.1. PRE-DESIGN PHASE

2.1.1 Project Program. Consultant is fully familiar with the Project Site and the City’s intended use of the Project Site and structures to be designed and the amount of space needed to be devoted to various programs.

2.1.2 Site Analysis. Consultant will provide on-site observations, an initial analysis of topography, zoning and other published critical applicable governmental restrictions, and assist City in establishing criteria and a preliminary evaluation of the Program Project requirements. In order to accomplish this objective, Consultant will perform the following:

- A. Consult with representatives of City to review applicable requirements of the Project in order to understand the goals and objectives of City with respect to their impact on City’s space requirements;
- B. Review the requirements necessary for the various Project functions, relationships or operations, such as those for projected personnel, space, furniture, furnishings and equipment, operating procedures and communications;
- C. Preparation of a budget for the Work and a Project Schedule;
- D. Gather information furnished by City and its representatives to aid Consultant in understanding City’s present, short-term and long-term space requirements, including special equipment needs, organizational structure, adjacencies and flow; and
- E. Review and confirm the development requirements including: site access, building setbacks, building site coverages, building heights, parking and emergency services access.

2.1.3 Design Intent. When City and Consultant have sufficiently identified the Project requirements and Consultant has prepared other basic conceptual criteria, Consultant will prepare a written summary of observations and will meet with City (and any other designated representatives) regarding design intent.

2.1.4 Coordination. The following service is not included as part of Consultant’s Basic Services: Environmental Services. Consultant will, however, be responsible for coordinating the work product of this Consultant with that of its own. For purposes of this requirement, coordination will include reviewing consistency of finishes, slopes, colors, interconnections, and similar issues benefiting from review by the Consultant and will include the requirements of Section 1.5.3 of this **ATTACHMENT I**.

2.1.9 Services. Consultant’s Pre-Design Scope of Services include:

- A. Studies of one or more possible solutions for selection and approval. These studies will include an overall site plan, diagrammatic plans for each level within the development, and tabulated data including square footage and overall efficiencies of the development, bearing in mind at all times City’s budgetary constraints, and the Project Site limitations.
- B. Consultant will work with City and applicable regulatory agencies so designated to annotate the existing Project Program, and any revisions thereto, to ascertain City’s needs and to establish the overall requirements for the Project. The Project Program will include aggregate space needs, site improvement criteria, special environmental requirements, anticipated utility services by type and capacity, and other information needed to set the standards for the size and type of structure(s) to be constructed as well as the interior improvements and furnishings.

- C. Consultant will prepare an initial concept illustrating diagrammatically the size and relationship of the Project components consistent with the Project Program.
- D. ALTA Survey/Base Maps including but not limited to the following:
1. Aerial topographical survey and boundary delineation at 1"=20' scale with one-foot contours based on City-provided title report.
 2. Supplement aerial survey with field survey to provide accurate design and ADA compliance or non-compliance.
 3. Supplement aerial survey with field-verified boundary survey.
 4. Field to verify and identify site features dimensionally on topographical survey.
 5. Identify easements, setbacks, and site constraints such as high-tension power lines and setbacks, based on City-provided title report.
 6. Identify the grades and structures of neighboring properties within 100' (minimum) of City's property.
 7. Identify potential flood plain constraints.
 8. Collect existing drawings from City for all affected off-site improvements including streets, drainage, traffic signals, street lighting, etc. Provide drafting services to add additional information to Base Map.
 9. Overlay information onto an aerial photograph to 1"=20' scale.
 10. Provide a minimum of two (2) survey control points and two (2) temporary benchmarks.
- E. Geotechnical: Geotechnical Investigations will be provided by this contract. Consultant will provide coordination and review of reports in order to generate recommended design guidelines for building and site elements that align with recommendations from the Geotechnical Engineer of Record.
- F. Public Outreach: Consultant will coordinate the efforts of the Public and Community Outreach which will include at a minimum the following services:
1. Assist City Outreach by participating in up to two (2) public outreach events.
 2. City to facilitate the Communication/Public Involvement & Facilitation services, including meetings and workshops.
- G. Identify On-Site Utilities: Consultant will identify the following:
1. Electrical service and distribution
 2. Gas service and distribution
 3. Water supply and distributions
 4. Site drainage
 5. Sanitary sewer collection and disposal
 6. Storm water collection and disposal
 7. Central-plant mechanical systems, if any
 8. Fire systems
 9. Site illumination

10. Communications systems
- H. Identify Off-Site Utilities: Consultant will identify the following:
1. Confirmation of location, size and adequacy of utilities serving the site
 2. Determination of requirements for connection to utilities
 3. Planning for off-site utility extensions and facilities
 4. Design of off-site utility extensions and facilities
- I. Parking Structure. Develop a Conceptual/Functional Analysis consistent with the governing agency requirements and parking geometry to best fit the site. The effort includes providing dimensional layouts for the parking building with elevations and perspective views. Services and documentation include, but are not limited to:
1. Develop conceptual parking layout for consideration relating to the site constraints, probable building configuration established with the site relationship to other buildings.
 2. Review vehicular and pedestrian circulation access appropriate for the site for 400 parking spaces.
 3. Review concept especially the civil engineering of water reclamation/drainage and refine the concept to compliment the development.
 4. Discuss submittal process with City to review dates for submittals and planning with lead time for design review board and planning reviews as necessary.
 5. Develop concept of the parking building to include plans, elevations and building sections to describe the parking solution. Revit perspectives line drawings of the solution will be provided for visualization of the building.
 6. Attend meetings and adjust the documentation as necessary to secure understanding for the parking building and City Officials/Staff.

2.2. SCHEMATIC DESIGN PHASE

2.2.1 Schematic Design Phase Services. During the Schematic Design Phase, Consultant will further develop the approved Pre-Design phase designs for the Project into hand drawn, or CAD measured drawings (typically 1/16"=1'-0" to 1/4"=1'-0"). The Schematic Design drawings will fix the building's components within the constraints of the site, regulatory envelope and Code Requirements, and the Project Budget. At this time, approximate dimensions, areas, and volumes are indicated on the drawings. Also, building systems, equipment and materials will be researched and explored, in connection with structural, mechanical, electrical, and plumbing Consultants. Consultant's Schematic Design Phase Services include:

- A. Initial on-site coordination meeting with Consultants to verify site configuration and conditions using all data and documentation available to Consultant
- B. Meeting minutes of meetings identifying those attending, topics discussed, required actions and to whom assigned, due dates and status of all open items
- C. Reviewing preliminary design and planning documentation including entitlements, zoning analysis, traffic studies, civil and geotechnical engineering reports, and other reports relevant to the design effort
- D. (Omitted)

- E. Plan check/meetings required by governmental and quasi-governmental authorities
- F. Coordination of all A/E services
- G. Analysis of comparative systems with other design related disciplines
- H. Determination of system space and location requirements with: structural, mechanical, electrical, plumbing, ADA and other relevant Consultants
- I. Determination of special building equipment and fixtures required by users that may affect Consultant's or that of its Consultants' work product
- J. Conducting Consultant coordination meetings to ensure coordination/compatibility
- K. Perform consulting, review, and approval services including: City consultations, research of critical applicable regulations, preparation of written and graphic explanatory materials, appearances on the City's behalf at agency meetings
- L. Provide City supplied data coordination services including: Review and coordination of complete as-built drawings, AutoCAD backgrounds and data furnished for the Project as a responsibility of the City
- M. Carefully examine the project sites and surrounding areas to become familiar and ascertain potential issues that will need to be addressed in the design
- N. Coordinate the preparation of an estimate of construction costs by Consultant's professional independent estimating Consultant.
- O. Provide LEED Green Building Program/Sustainable consulting services that will occur during the Schematic Design and Design Development phases in the project's pursuit of LEED Silver certification from the U.S. Green Building Council, Passive House Classic certification from the Passive House Institute, and LEED Zero – Electrical certification from the U.S. Green Building Council. Team members must have experience in both the Passive House and LEED Zero programs.
- P. Public Outreach: Consultant will coordinate the efforts of the Public and Community Outreach which will include at a minimum the following services:
 - 1. Assist City Outreach by participating in two (2) public outreach events.
 - 2. Assist City Outreach by participating in up to six (6) focus group workshops including underserved and underrepresented populations.
 - 3. City to facilitate the Communication/Public Involvement & Facilitation services, including meetings and workshops.

2.2.2 Schematic Design Deliverables. Based upon the approved Conceptual Design and any adjustments authorized by City in the Project Program, Project Schedule and Project Budget, Consultant will prepare for approval by City, Schematic Design Documents consisting of the following deliverables:

- A. Preparation of a general description of the project, including materials and equipment outlines, aggregate space needs, site improvement criteria, special environmental requirements, anticipated utility services by type and capacity, and other information needed to set the standards for the size and type of structure(s) to be constructed as well as the interior improvements and furnishings
- B. Presentation of optional design features and variations
- C. Colored elevations for all buildings and parking structure(s) at 1/16" = 1'-0"

- D. Buildings and parking structure sections at 1/16" = 1'-0"
- E. Wall sections showing general construction methods and materials at appropriate scale(s)
- F. Details as required at appropriate scale(s)
- G. Drawings, outline specifications, and systems performance criteria
- H. Color and Finish Selections
- I. Color and Materials Boards (3 minimum),
- J. Site Plan with diagrammatic indications showing horizontal relationships
- K. Building and Site Sections showing vertical relationships
- L. Building Elevations of major facades with material call outs
- M. Typical floor plans for each component colored for reference clarity
- N. Schematic conceptual exterior elevations and sections that delineate the basic shape, structure, site and character of the proposed development showing grid lines and typical column locations, and location of key exterior design features
- O. Preliminary selection of building systems and materials
- P. A minimum of two sketch perspectives conveying design intent
- Q. Interior Design Services consisting of space allocations and utilization plans based on functional relationships, and development of conceptual design solutions in order to establish:
 - 1. Space studies of maximum efficiency bay depths, mullion and columns spacing for the buildings
 - 2. Preliminary finish materials and color selections for shell and core components
- R. Electrical Engineering Services consisting of consideration of alternate systems, recommendations regarding basic electrical materials, systems and equipment, analyses, and development of conceptual design solutions for:
 - 1. Power service and distribution.
 - 2. Lighting Design.
 - 3. Special electrical systems.
 - 4. General space requirements.
 - 5. Fire detection and alarm requirements.
 - 6. Security requirements.
 - 7. Communication requirements.
 - 8. Emergency power system requirements.
 - 9. Basis of Design Report to include recommendations for lighting, power, control, and communication systems and recommendations of special requirements as well as electrical utility demands for both normal and emergency power sources.
 - 10. Site plan showing recommended conduit routing and locations of transformers pads and vault locations.

- S. Mechanical and Plumbing Engineering Services consisting of consideration of alternate materials, systems and equipment, and development of conceptual design solutions for:
1. Heating, ventilating and air conditioning.
 2. Plumbing.
 3. Fire protection (backbone).
 4. Special mechanical systems.
 5. General space requirements.
 6. Basis of Design Report to include demand estimates for domestic and fire water, and natural gas, estimate of loads for sanitary system, recommendation and description systems and materials, description of special requirements, and design criteria.
 7. Recommendation on HVAC equipment, plumbing, and fire sprinkler riser locations.
 8. Recommendation on Mechanical room requirements, layouts and locations.
- T. Structural Engineering Services consisting of recommendations regarding basic structural materials and systems, analyses and development of conceptual design solutions for:
1. A predetermined structural system.
 2. Preliminary foundation plan.
 3. Preliminary sketches and descriptions of structural work.
- U. Civil Engineering Services consisting of development of conceptual design solutions for site components. Conceptual design solutions will be developed for the following:
1. On-site utility exhibit.
 2. Fire department access
 3. Drainage systems concept.
 4. Working with Consultant and Landscape Consultant, produce preliminary grading plans showing proposed spot finish grades including finish grades at all vehicular streets (public & private), public walkways, park areas and planting areas.
 5. Storm water management requirements.
 6. Limits of demolition delineation.
 7. Assist Consultants to establish floor slab elevations for all buildings.
 8. Advise City and Consultants of subsurface issues to be addressed in the design and construction of below grade parking and building foundations.
 9. Outline specifications.
- V. Landscape Architecture services consisting of evaluating alternate materials, systems, equipment and development of conceptual design solutions for the following:
1. Hardscape areas and materials.
 2. Plant palette and tree forms.

- 3. Planting Plan.
- W. Independent building code consultant review
- X. Virtual model, renderings and simulations
- Y. Independent window wall systems review
- Z. Design of automated access control and video surveillance systems
- AA. Design of AV systems
- BB. Dry utilities coordination
- CC. Acoustics, Noise and Vibration Control Design: Services and documentation include, but are not limited to:
 - 1. Review the Design Program Document and provide comments.
 - 2. Develop project criteria to meet minimum and industry standard requirements for:
 - a. Exterior noise
 - b. Sound transmission
 - c. Impact transmission
 - 3. HVAC, electrical, plumbing and elevator system noise and vibration control and felleable vibration.
 - 4. Measure noise levels over several days to define the exterior noise levels. Provide preliminary recommendations for glazing.
 - 5. Provide preliminary recommendations for partitions and impact isolation.
 - 6. Participate in design meetings as required.
 - 7. Review mechanical engineer's system design concepts. Advise on the acoustical, noise and vibration implications of the system selected.
 - 8. Review schematic drawings and provide comments in writing.
 - 9. Review revisions and provide comments.
 - 10. Outline specifications.
- DD. Parking Structure. Develop parking building drawings with technical performance documents for bidding. Services and documentation include, but are not limited to:
 - 1. Functional Design Final Recommendation – Design delineation shall be provided on 1/16" scale plan, section and elevation drawings indicating parking space modules, stall and aisle dimensions and vertical elevations and horizontal dimensioning as related to structural framing modules.
 - 2. Typical wall sections and industry standard details shall be prepared to indicate the design intent. The work will include layout and elevator & pedestrian core but not exploded or detailed delineation of the building components.
 - 3. Prepared bid documents.
 - 4. Refinement of the recommended solution will be developed in drawings and specifications, such as suggested floor elevations, drainage locations, fire protection, typical lighting layout and structure standards.

5. Signing – Provide directional and regulatory signing for vehicular traffic to enter, space search, exit, including accessible requirements and pedestrian directional signing.
 6. Identify parking access and control equipment layout, locations and outline specification. Provisions for parking equipment layout, control lanes and the conduit and pull wire will be identified. Develop the PARC system specifications for a custom design as the needs of the owner and the development are better understood during the design process.
 7. Bid Specifications – Prepare an outline specification preamble of the project with a narrative description for concept intent and systems integration. Develop general technical outline specifications for minimum requirements with appropriate material finishes and details. City shall generate General and Special Conditions and bid forms.
- EE. Codes and Accessibility Compliance: Services and documentation include, but are not limited to:
1. Verify the Project's code requirements.
 2. Reference and cite all applicable codes and standards including local amendments to the state building code; local, state and federal accessibility regulations, CSA codes and regulations, and all code-related regulations such as NFPA, CBC and FHA.
 3. Identify all special studies, reports and other data related to any applicable environmentally sensitive area that will be required for obtaining permits.
 4. Review Consultant's proposed building construction types, building height and area limits, separation requirements and egress components to enable the rapid development of the planning and design.
- FF. Approved Space Program and Executive Summary Visioning Document
- GG. One set of approved Preliminary Interior Test Fit Plans
- HH. One set of approved Space Plans
- II. One approved Interiors Schematic Design Document set for each building
- JJ. General Information Sheet with Drawing Index
- KK. Area Summary Statistics for gross building, floor, common, and tenant areas, space efficiency, unit counts, key counts
- LL. Prepare a color palette to be used for building and interior areas, including illustrative Architectural materials and finish
- MM. Creation of a products and materials selection list
- NN. Draft project outline specifications

2.2.3 FTP Site. All deliverables will be available electronically on Consultant's FTP site and formatted into an 11x17 color PDF file format so that it can be readily printed and bound by City.

2.2.4 Electronic Copy. Consultant will provide City with an electronic version (in .dwg format for drawings) of all Schematic Design Documents (e.g., CAD files, Specifications, etc.) upon completion of the Schematic Design Phase. In connection with the deliverables identified above, Consultant will attend and coordinate attendance by other Project Consultants when necessary, to affect the timely

and coordinated completion of the Schematic Design Documents such meetings as are necessary to accomplish the timely delivery of all services and documents identified in this Agreement.

Consultant is to submit to the City for Preliminary Review. Consultant to submit revisions to the City within 14 business days after receipt of City's comments. Consultant to revise and resubmit to the City within 25 business days after receipt of City's comments to obtain City Planning Preliminary Approval.

2.3. DESIGN DEVELOPMENT PHASE

2.3.1 Design Development Services. The Design Development phase further develops and refines the approved Schematic Design for the buildings and site improvements into measured CAD drawings at a scale required to convey and describe the design intent. Consultant will continue to arrange and participate in design and coordination meetings required to coordinate the work product of the Consultants. Consultant's Design Development Phase Services include:

- A. Meetings to capture information relevant to progressing coordinated design effort predicated on Schematic Design Deliverables;
- B. Minutes of meetings identifying those attending, topics discussed, required actions and to whom assigned, due dates and status of all open items;
- C. Presentations as identified, including but not limited to two design progress presentations to the City Building Committee and/or City Council;
- D. Coordination of all architecture and engineering services;
- E. Review of building design program and verification of compliance;
- F. Review of all data received from City or other sources and determining need for additional data or clarifications;
- G. Structural engineer's review and investigation of all applicable regulations;
- H. Conducting coordination meetings with all of Master Consultant's Consultants;
- I. Conducting coordination meetings with all of City's Consultants;
- J. Perform consulting, review, and approval services including: City consultations, research of critical applicable regulations, preparation of written and graphic explanatory materials, appearances on the City's behalf at agency meetings;
- K. Provide two Design Development Presentations including final materials, finishes, sketches, elevations and plans for all disciplines noted, and all aspects of the Project;
- L. Upon approval of the Design Development, Documents prepare two sets of color, material and design presentation boards for the City's use; and
- M. Revisions include: One revision to the Design Development Documents.
- N. LEED Green Building Program/Sustainable Design Services, including:
 - 1. Provide LEED Green Building Program/Sustainable consulting services that will lead the City through planning to design with major decisions expected to occur during the Schematic Design and Design Development phases in the project's pursuit of a minimum of LEED Silver certification from the U.S. Green Building Council, Passive House Classic certification from the Passive House Institute, and LEED Zero – Electrical certification from the U.S. Green Building Council. Team members must have experience in both the Passive House and LEED Zero programs.

2. Project Registration services consisting of registering the Project with the USGBC/GBCI and managing the LEED On-Line service for the Project.
3. LEED Green Building Program Design-Phase Kickoff Meeting services including:
 - a. Facilitating a kick-off meeting, inclusive of the City and design consultants, to set the stage for the LEED Green Building Program design-phase process.
 - b. Assessing specific LEED Green Building Program prerequisites and credits as either "Taken", "Potential" or "Not Applicable" and assigning LEED Green Building Program responsibilities to individual owner and design team members.
4. Maintain and update the LEED Green Building Program checklist assessment throughout the duration of the Project.
5. Owner's Project Requirements & Basis of Design services consisting of documentation to support Fundamental Building Systems Commissioning including:
 - a. Developing a preliminary Owner's Project Requirements (OPR) Document (required for the LEED Green Building Program Commissioning Prerequisite), defining key performance requirements for building systems serving as a basis for evaluating potential sustainable design ideas.
 - b. Lead the Project team in developing a narrative Basis of Design (BOD) that documents the significant programming and design assumptions and strategies for the Project.
 - c. Commissioning specifications to verify the commissioning requirements are included in construction documents.
6. Sustainable Design Charrette services consisting of:
 - a. Facilitating a half-day workshop to refine project goals for sustainability and LEED certification.
 - b. Brainstorming green building design strategies.
 - c. Refining the LEED Green Building Program assessment, roles and responsibilities.
 - d. Leading the team in a discussion of the design and construction strategies that are most effective for the Project and the corresponding LEED Green Building Program points associated with each strategy. The discussion shall include the Operations and Maintenance pros/cons and the cost differential in construction and life cycle operations and maintenance of LEED Green Building Program building vs. standard code compliant construction.
7. LEED Green Building Program Design Review services consisting of reviewing major design milestone submittals for compliance with targeted LEED Green Building Program credits, Owners Project Requirements, and established sustainable design goals.

8. LEED Green Building Program Specification Review services consisting of reviewing the project specifications for compliance with the targeted LEED Green Building Program credit requirements, as well as general contractor instructions regarding LEED Green Building Program certification.
- O. Public Outreach: Consultant will coordinate the efforts of the Public and Community Outreach which will include at a minimum the following services:
- Assist City Outreach by participating in two (2) public outreach sessions
 - City to facilitate the Communication/Public Involvement & Facilitation services, including meetings and workshops.

2.3.2 Design Development Deliverables. Based upon the approved Schematic Design documents and any adjustments authorized by City in the Project Program, Project Schedule and Project Budget, Consultant will develop and prepare for approval by City, Design Development Documents consisting of the following Deliverables:

- A. Architectural Design Deliverables:** Provide the following architectural documentation:
- (1) Refinement of site plan indicating building location and site improvements (CAD);
 - (2) Refinement of other documents prepared as part of the Schematic Design Phase, including plans, elevations, sections, building color and materials palette, schedules and notes;
 - (3) Roof Plans.
 - (4) Building & Detail sections defined;
 - (5) Typical and special Wall Sections;
 - (6) Building elevations;
 - (7) Key Design architectural details;
 - (8) Elevator Specifications;
 - (9) Exterior finish / color selections;
 - (10) Building Plans (each level);
 - (11) Equipment layouts;
 - (12) Preparation of a preliminary Project Manual;
 - (13) Preparation of Outline Specifications, in standard CSI formats;
 - (14) Informational Drawings, including:
 - (a) Title Sheet;
 - (b) Schedules: All partition/demising wall types defined, complete paint/finish schedule. Complete door/frame/hardware/finishes schedule, complete window schedule.
 - (15) Drawings and other documents to fix and describe materials and systems that may be appropriate for the Roofing and/or Waterproofing of the Project;
 - (16) Review specifications for the roofing & waterproofing systems and provide comments and corrections as needed;

- (17) Planning and preparation of appropriate presentation materials; and
- (18) After presentation, identify changes, repercussions, contradictions, or conflicts to City.

B. Landscape Architecture Design Deliverables: Documentation including, but not limited to:

- (1) Overall site plan showing buildings and landscaping features to include but not limited to major graphics, lighting locations, etc.;
- (2) Detailed landscape (soft and hard) plans at appropriate scale;
- (3) Landscape palette;
- (4) Elevations, sections and details of walls, planters, and other hardscape features;
- (5) Typical Construction Details;
- (6) Planting Plans and Details;
- (7) Details for curbs and paving edges, and waste receptacles; and
- (8) Update and expand Schematic Phase Outline Specifications, in standard CSI formats.

C. Structural Engineering Design Development Deliverables: Documentation including, but not limited to:

- (1) Final structural design criteria;
- (2) Foundation and framing sizes;
- (3) Lateral load resisting system;
- (4) Critical coordination clearances;
- (5) Foundation and framing plans and sections fully defined;
- (6) Preliminary structural design calculations for typical elements;
- (7) Framing layout drawings;
- (8) Typical detail sheets;
- (9) Identify pre-engineered structural elements (trusses, walls, etc.); and
- (10) Update and expand Schematic Phase Outline Specifications, in standard CSI formats.

D. Mechanical and Plumbing Design Development Deliverables: Documentation including, but not limited to:

- (1) Approximate sizes and capacities of major components and basic equipment information
- (2) Preliminary equipment layouts
- (3) Required space for equipment
- (4) Acoustical and vibration control requirements
- (5) Visual impacts
- (6) Energy conservation measures

- (7) HVAC plans showing supply and return air and thermostat locations;
- (8) HVAC equipment schedule including approximate load, weight, and power requirements;
- (9) Plumbing equipment and fixture schedule;
- (10) Updated mechanical room layouts
- (11) Ductwork single line layout;
- (12) Piping layout;
- (13) Standard details;
- (14) Updated HVAC load calculations, plumbing fixture count, and utility load calculations; and
- (15) Update and expand Schematic Phase Outline Specifications, in standard CSI formats, and keynotes in Engineer's standard format and level of detail.

E. Electrical Engineering Design Development Deliverables: Documentation including, but not limited to:

- (1) Criteria for exterior and interior lighting and electrical systems for architectural components
- (2) Approximate sizes and capacities of major components, and basic equipment information
- (3) Provide preliminary analysis of the building design for compliance with Energy Conservation Standards Updated Electrical load calculations and summaries (normal and emergency);
- (4) Preliminary equipment and lighting layouts
- (5) Required space for equipment
- (6) Un-circuited lighting layouts;
- (7) Un-circuited power plans;
- (8) Updated electrical/electronic room layouts;
- (9) Fire alarm, communications telephone LAN device layouts;
- (10) Completed single line diagram with feeder lengths;
- 11) Lighting protection plan and grounding;
- (12) Electrical equipment schedule with approximate loads, weights and power requirements;
- (13) Panel and loading schedules coordinated with electrical distribution panel sizes and locations;
- (14) Standard electrical details;
- (15) Update and expand Schematic Phase Outline Specifications, in standard CSI formats, and keynotes in Engineer's standard format and level of detail; and
- (16) Project Manual Table of Contents.

- F. Lighting Design Development Deliverables:** Documentation including, but not limited to:
- (1) Refine Selection of Lighting Fixtures;
 - (2) Plans and Building Elevations showing the location of Lighting Fixtures at appropriate scales;
 - (3) Update and expand Schematic Phase Outline Specifications (in standard CSI formats) including updating Vendors Cut Sheets;
 - (4) Update of fixtures list;
 - (5) Preliminary load and budget estimates;
 - (6) Installation notes to the Construction Manager; and
 - (7) Luminaire schedule.
- G. Civil Engineering Deliverables:** Services and documentation include but are not limited to:
1. Grading plans showing finish grades including finish grades at all vehicular streets (public & private) and public walkways.
 2. Assist in establishing first floor slab elevations.
 3. Drainage Plans including storm drain profiles and sanitary sewer profiles.
 4. Utility Plans for water, sewer and gas showing point of connection with off-site existing service lines, location of all underground utilities, including existing that must be re-located, points of connection locations for buildings.
 5. Utilities study and calculations.
 6. Coordinate with the MEP engineer for all utility connection locations and capacity requirements.
 7. Standard Urban Stormwater Mitigation Plan (SUSMP), Storm Water Pollution Prevention Plan (SWPPP), and Best Management Plans (BMPs) erosion and sediment control plan and report.
 8. Storm water quality management report.
 9. Site plan with horizontal control for key building corners and other major site elements.
- H. Codes and Accessibility Compliance:** Services and documentation including, but not limited to:
- (1) Update the code review of the Schematic Design with the focus on building construction types, building height and area limits, separation requirements and egress components to enable the rapid development of the scheme;
 - (2) Attend meetings with Building Officials, Fire Agencies, Environmental Review Agencies, and similar Permitting agencies as required to resolve codes issues while advocating City's position;
 - (3) Verify the Project's Code Requirements;
 - (4) Cite applicable codes and standards including local amendments to the state building code; local, state and federal accessibility regulations, health codes and regulations, and code related regulations;

- (4) Identify special studies, reports and other data related to any applicable environmentally sensitive area that will be required for obtaining permits;
- (5) Review proposed building construction types, building height and area limits, separation requirements and egress components to enable the rapid development of the planning and design; and
- (6) Review the design development documents to assess compliance with applicable accessibility standards, identify issues based on the documents, and make recommendations relevant to each identified issue.

I. Acoustics, Noise and Vibration Design Deliverables: Services and documentation including, but not limited to:

- (1) Develop Project criteria to meet minimum and industry standard requirements for:
 - (a) Exterior noise;
 - (b) Sound transmission; and
 - (c) Impact transmission
- (2) Review proposed HVAC, electrical, plumbing and elevator system noise and vibration control and fella vibration;
- (3) Measure noise levels to provide preliminary recommendations for glazing;
- (4) Provide preliminary recommendations for partitions and impact isolation;
- (5) Predict the interior noise levels that will occur in different spaces taking into consideration building shell and interior space acoustical characteristics;
- (6) Summarize the results of our measurements, analysis and recommendations in a report. The analysis and report will be in accordance with city and state requirements;
- (7) Develop recommendations for absorption in different spaces to provide an environment that will limit reverberation, free of echoes and lower background noise levels. Provide details for all interior surfaces. Provide recommendations for absorption;
- (8) Mark-up floor plans with the required partition and door types as project progresses;
- (9) Provide sketches indicating plan, section and intersection details. Discuss and incorporate into the design improvements associated with unbalanced walls, cavity insulation resilient channels, isolation etc.;
- (10) Provide details for perimeter, astragal and threshold seals for doors. Provide specifications for acoustical performance of doors;
- (11) Provide recommendations for supply and return sound traps, duct lining, and duct velocities;
- (12) Provide recommendations for Vibration isolation of equipment and piping;
- (13) Provide recommendations for Vibration isolation of electrical, plumbing and elevator equipment to meet project criteria;
- (14) Analyze structural vibrations using Finite Element Analysis; and

- (15) Provide recommendation for structural changes as required.
- J. Elevator & Escalators:** Services and documentation including, but not limited to:
- (1) Outline Specifications;
 - (2) Drawings and other documents to fix and describe materials and systems that may be appropriate for the elevators and escalators for the Project.
- K. Exterior Wall and Window Systems:** Services and documentation including, but not limited to:
- (1) Outline Specifications;
 - (2) Details for window systems including profiles, mullions, flashings, and waterproofing systems.
- L. Automated Access Control and Video Surveillance:** Services and documentation including, but not limited to:
- (1) Outline Specifications;
 - (2) Layout drawings indicating device locations, front head system locations, riser diagrams, and single line drawings to indicate a complete system.
- M. Audio/Video:** Services and documentation including, but not limited to:
- (1) Outline Specifications;
 - (2) Layout drawings indicating device locations, front head system locations, riser diagrams, and single line drawings to indicate a complete system.
- N. Interior Design:** Services and documentation including, but not limited to:
- (1) Develop interior architectural elements, components and spaces including but not limited to, lighting concepts, ceiling and wall treatments and custom millwork.
 - (2) Provide up to up to eight (8) Sketch-Up sketches of key design features proposed for the Project.
 - (3) Develop three (3) final color palettes for all materials, finishes and fixtures based upon the approved material palette developed in the prior phase of work.
 - (4) Provide partial reflected ceiling plans of key design features, and elevations of key architectural elements.
 - (5) Further develop floor and finish plans to incorporate all design elements.
 - (6) Provide two (2) Interiors Design Development Presentations including final materials, finishes, sketches, elevations, and plans.
 - (7) Finalize the Interiors Design Development Documents, keynoting and outlining the following information:
 - a. Wall types, doors, and glazing.
 - b. Sound insulation requirements.
 - c. Telephone data and electrical requirements.
 - d. Special lighting and HVAC requirements.
 - e. Special ceiling, wall and floor treatments.

- f. AV requirements.
- g. Acoustical requirements.
- h. Interior signage and graphics.
- i. Finishes and materials.
- j. Keynotes to describe key design features.
- k. Keynoted outline sheet specifications.
- l. Obtain the County's and user group's approval.
- m. Two (2) Interiors Design Presentations.

2.3.3 Criteria. All of the foregoing effort will be performed consistent with the following:

- A. Consultant will prepare the Design Development Documents to comply with existing applicable Code Requirements.
- B. Consultant will coordinate and manage the Consultants retained by Consultant and coordinate its services with the services of the City's Consultants in its efforts to prepare Design Development Documents, and coordination thereof. Working with all applicable Consultants, Consultant will study the visual aspects of the structures. Building materials and methodologies of construction and assembly will be studied and selected, keeping in mind the various systems so that the final architectural design concept can be affected efficiently and economically and in accordance with City's budgetary expectations and Project Schedule.

2.3.4 FTP Site. All Design Development Deliverables will be available electronically on Consultant's FTP site and formatted into an 11x17 color PDF file format so that it can be readily printed and bound by City.

2.3.5 Electronic Copy. Consultant will provide City with an electronic version (in .dwg format for drawings) of all Design Development Documents (e.g., CAD files, Specifications, etc.) upon completion of the Design Development Phase.

Consultant is to submit to the City for Final Review. Consultant to submit revisions to the City within 14 business days after receipt of City's comments. Consultant to revise and resubmit to the City within 25 business days after receipt of City's comments to obtain City Planning Final Approval.

2.4. CONSTRUCTION DOCUMENTS PHASE – LIBRARY TENANT IMPROVEMENT

2.4.1 Construction Documents. Consultant and City acknowledge that Consultant will be preparing the Construction Documents for the Downtown Library Tenant Improvement only City to expedite the Project, and Consultant will be compensated for those services. The Construction Documents Phase results in Construction Documents that set forth in detail the requirements for the construction of the Downtown Library Tenant Improvement. Based on approved Design Development documents, and any adjustments authorized by City in the Project Program, Project Schedule, and Project Budget, Consultant will prepare Construction Documents for approval by City. The design must comply with the Project Requirements, Requirements of Law, City's Design Standards, and the Americans with Disabilities Act. Consultant will manage and oversee all architectural and engineering disciplines and specialty Consultants for the preparation of Construction Documents by preparing the deliverables listed below required to obtain building permits and being able to build from. Construction Documents will include, but are not limited to, Building Department submittal, General and Special Conditions, Complete Construction Drawings including details, reports, solutions and final technical specifications for all architectural, Structural, Mechanical, Electrical, Plumbing, Fire Protection, Lighting, Signage and Graphics, Civil, and waterproofing. Consultant must process the Construction Documents

through approving agencies and incorporate all revisions/corrections as necessary to obtain the required approvals from those agencies. Consultant will participate in technical reviews of the Construction Documents and cost estimates with City prior to review and approval by City at the 90% completion stage. The Construction Documents will include drawings and specifications that establish in detail the quality levels of materials and systems required for the Project and will graphically illustrate the extent, configuration, location, relationships, and dimensions of the Project, and are coordinated with the work of Consultants retained by Consultant as part of its Basic Services and other Consultants (including those retained by Construction Manager or City). It is incumbent upon Consultant as a construction industry professional to set forth designs that are economical to build and use standard industry assemblies, systems, and components. The final Construction Documents will incorporate comments and mark-ups from appropriate governmental entities (Building, Fire Departments, etc.) and will consist of:

A. CAD Scale Drawings:

- (1) Site Plan;
- (2) Floor, podium slab, roof, unit, enlarged unit, stair & elevator plans (each level as applicable and required);
- (3) Building, Enlarged unit, exterior, enlarged, key interior, stair & elevator sections and elevations;
- (4) Building details;
- (5) Garage/Parking plans for each level, as well as sections and garage key details.
- (6) Project Specifications
- (7) Grading Plan
- (8) Utilities Plan
- (9) Landscape Plan
- (10) Planting Plan
- (11) Irrigation Plan
- (12) Landscape Lighting Plan & Fixture Selection
- (13) Floor Plan for each level
- (14) Building Sections
- (15) Enlarged Elevation
- (16) Architectural Details
- (17) Waterproofing Details
- (18) Structural Plans and Details
- (19) MEP Plans and Details
- (20) Interior Design Plans, Elevations, and Reflected Ceiling Plans
- (21) Interior Finish Plans
- (22) Interior finish selections
- (23) Interior Plumbing & Lighting Fixture selections
- (24) Window wall and curtainwall Plans

- (25) Intentionally left blank
- (26) Audio/video systems plans
- (27) Civil Engineering Plans
- (28) Elevator Plans
- (29) Acoustics Details
- (30) Area Calculations

B. Informational Drawings:

- (1) Drawing index/cover sheet;
- (2) Note sheets;
- (3) Schedules (door, window, hardware, & finishes);
- (4) Project data and area totals;
- (5) Code analysis and exiting plans.

C. Specifications:

Full Specifications showing the quality requirements of the Project plus delineate City's selections.

2.4.2 Construction Document Package. Consultant and/or its Consultants will (a) sign/seal Construction Documents as required by Building Department officials, (b) submit the Construction Drawings for Plan Check review and approval (City to pay all plan check fees), (c) revise as needed for governmental and jurisdictional approval, advising City of the required changes and (d) assist in resolving issues that may arise during plan check and amend the Construction Documents as may be required by the governing authority and do all things necessary to obtain the building permit. If government agency regulations are changed and become inconsistent with earlier regulations upon which written approvals were received and necessitate revisions, then Consultant will be compensated for any such revisions as an Additional Service. After final review and City acceptance of the 100% Construction Documents, Consultant will deliver a complete Construction Document package to City and other Permit applications as necessary for construction of the Project.

2.4.3 Reproduction. As part of its Basic Services, Consultant will provide City with one set of reproducible, and one set of printed final Construction Documents (the cost of the printed Construction Documents is a reimbursable expense). The reproducible set will be provided after City accepts the Construction Documents. Consultant will upload the final Construction Documents to the FTP site established for the Project. As part of its Basic Services, Consultant will issue specifications for the Project in compliance with all applicable Code Requirements, and provide City with one electronic set of approved specifications (in Word format).

2.4.4 Coordination. Consultant will retain, coordinate, and manage the civil engineer, mechanical engineer, electrical engineer, plumbing engineer, structural engineer, interior design consultant, landscape Consultant, code compliance consultant, Green Building Program/Sustainable consultant, elevator consultant, audio/video consultant, acoustics consultant, and other related Consultants and will coordinate and manage the geotechnical engineer and testing and inspections consultants in its efforts to prepare Construction Documents. Consultant's Basic Services include all meetings required to accomplish this objective, including but not limited to formal meetings with City to review Consultant's efforts; meetings to follow up on corrections required by City or governmental agencies; formal pre-construction meetings with the Construction Manager and any other party involved with the construction effort; and management and coordination meetings with basic Consultants.

2.4.5 Coordination with City Affordable Housing Developer and Parking Structure Design Build Entity. City will retain Consultant to review the progress and final Construction Documents of the Affordable Housing and Parking Structure to verify compliance with previous design recommendations and input as contained in the 100% Design Development, Outline Specifications, and Room Data Sheets. In addition, Consultant will coordinate with City Affordable Housing Developer and Parking Structure Design Build Entity during construction to verify compliance with the final Construction Documents.

2.4.6 Coordination with City's and Construction Manager's Consultants. As part of its Basic Services, Consultant will consult with City, Construction Manager, and their respective Consultants in regard to design/build components. It is not intended that Consultant replicate items outside of Consultant's Scope of Services in Consultant's drawings, but to illustrate proper locations, spatial requirements, and trade coordination and to allow for inclusion of other Consultant's work within the buildings. City will provide Consultant with any City provided design drawings in a timely manner so that such designs can be properly coordinated within Consultant's drawings. Revisions to such City produced designs after incorporation by Consultant will be an Additional Service and will be reimbursed by City at the rates set forth in this Agreement. Consultant is not responsible for the acts, errors, or omissions of Consultants that are not retained by Consultant.

2.4.7 FTP Site. All Construction Documents Deliverables will be available electronically on Consultant's FTP site and formatted into an 11x17 color PDF file format so that it can be readily printed and bound by City.

2.4.8 Electronic Copy. Consultant will provide City with an electronic version (in .dwg format for drawings) of all Construction Documents (e.g., CAD files, Specifications, etc.) upon completion of the Construction Documents Phase.

2.4.9 Completion. The Construction Documents will be deemed to be complete when the plan check by the Building Official for the City has been completed and the Building Permit has been issued.

2.5 FURNITURE DESIGN AND MANAGEMENT SERVICES – LIBRARY TI AND SITE ONLY

2.5.1. In the furniture design and management phase of the project, the Consultant shall provide the following services necessary to design, negotiate and secure competitive pricing and services for the furniture items for the project.

A. Needs Assessment

- (1) Meet with key representatives of the Project to define goals for obtaining furniture for the project, including image, function budget and schedule
- (2) Discuss the strategies for obtaining furniture for the new space. Evaluations would include the pros and cons for Public bid vs. established government pre-bid contracts such as CMAS or US Communities
- (3) Prepare an initial overall project furniture budget and schedule for review and approval by City
- (4) Review the work processes for all staff in more detail to assist the Consultant in designing typical workstation layouts that meet the functional needs of City Facility
- (5) Deliverables - One meeting, milestone schedule, and budget

B. Design and Bid Documentation Preparation

- (1) Present private office and workstation images and ancillary furniture of the products from four major furniture consultants. Develop a strategy for bidding consultants that meet the design and budget intent of the City
- (2) Develop descriptive criteria for the furniture design intent for obtaining similar results in each of the competitive bids
- (3) Develop furniture setting plans for the entire project so the bidding dealers can understand the magnitude of the final scope
- (4) Assist in determining the criteria for Furniture Dealer (herein referred to as the "Dealer") selection, including initial and ongoing services, availability of products, installation capabilities, percentage off of list prices, etc.
- (5) Deliverables –
 - a. Two meetings
 - b. Furniture Configuration drawings-8 1/2 x 11 (individual) and 30 x 42 (overall)
 - c. Furniture Image Package
 - d. Bid Documents including written and plan form

C. Bid Process

- (1) Develop and distribute Requests for Proposals to qualified suppliers, on City's behalf, respond to questions and provide clarifications as necessary to secure comparable competitive bids
- (2) Analyze bids for completeness; compare qualifications, services and prices. Make a recommendation for award of contract
- (3) Deliverables - Bid analysis spreadsheet and award of dealer contract

D. Private Office, Workstations and Ancillary

- (1) Finalize with City and the dealer the final configuration and specifications of these products
- (2) Select final finishes including fabrics, woods and paints to coordinate with approved color scheme. Dealer to provide a color board
- (3) Review dealer generated detailed furniture installation plans and sheet specifications for design intent. Coordinate power/data entry locations. Product numbers are to be verified with the dealer
- (4) Compare final costs for this product so as not to exceed the budget established
- (5) Detailed specifications are the Dealer's responsibilities

E. Schedule Confirmation

- (1) Review Dealer provided project schedule in coordination with the DBE's construction schedule and furniture acknowledgements
- (2) Deliverables - Three (3) Meetings with Dealer, marked up specifications, finish selections and power/data coordination

F. Installation Administration Services

- (1) Furniture Dealer shall coordinate with DBE for final delivery and installation dates, confirm access and establish installation procedures with the City
- (2) Upon completion of installation, the Consultant shall attend a job walk to confirm completeness of installed FF&E items with the Dealer. Dealer shall develop a corrective work list of missing items or corrective measures required
- (3) Deliverables - One field visit

2.6. BIDDING AND NEGOTIATING SERVICES

2.6.1 Included in Schematic Design and Construction Documents Phases. The services set forth in this Section 2.5 are included in, and part of, the Scope of Services for the Schematic Design and Construction Documents Phase.

2.6.2 Bid Documents. Upon conclusion of the Schematic Design and Construction Documents Phase, Consultant will provide reproducible Construction Documents to City.

2.6.3 Bidding and Negotiating Services. Consultant will provide services during these phases including, but not necessarily limited to, the following:

- A. Issue Schematic Design and Construction Documents and bid forms to the Construction Manager or City's representatives.
- B. Attend pre-bid meetings, if any, and interpret the documents as may be requested. Consultant will attend a job walk meeting with City, Construction Manager, and subcontractors bidding the contract and prepare addenda related to questions that arise.
- C. Prepare Addenda to the Construction Documents during the bidding period as may be required.
- D. Prepare timely response to contractors' inquiries.

2.7. CONSTRUCTION ADMINISTRATION PHASE – LIBRARY TI AND AFFORDABLE HOUSING AND PARKING STRUCTURE BRIDGING DOCUMENT CONFORMANCE

2.7.1 Commencement. The Construction Administration Phase will commence once building permits are made available for issuance and will terminate upon the earlier of (a) when final payment to the Construction Manager is due under the Construction Contract, or (b) in the absence of a final Certificate for Payment, 60 days following the date of Final Completion of the Project.

2.7.2 Administration. Unless otherwise provided in this Agreement and incorporated in the Contract Documents, as part of its Basic Services, Consultant will provide administration of the Construction Contract as set forth below and in the General Conditions of the Construction Contract provided to Consultant, including all necessary meetings.

2.7.3 Authority. Consultant will be a representative of City during the Construction Administration Phase, and will advise and consult with City. Consultant will have authority to act on behalf of City only to the extent provided in the Contract Documents. The extent of the duties, responsibilities, and limitations of authority of Consultant as City's representative during construction will not be modified without written consent of City, the Construction Manager, and Consultant. Consultant's Construction Administration Phase duties, responsibilities, and limitations of authority will not be restricted, modified, or extended without the written consent of City and Consultant. Consistent with the foregoing, prior to direction being given by Consultant to any contractor or vendor, Consultant will first advise City of its intended advice, opinions and directions and obtain City's prior approval.

2.7.4 Services. Consultant will provide Construction Administration services including, but not limited to, those required of the Consultant under the Development Agreement and the following:

- A. Administration. Represent, advise and consult with City during the administration of the Construction Contract.
- B. Prepare Owner Selections. Consultant will prepare and submit to City all selections of color, textures, and finishes for all required items of the Project for which City or Public Agency input is required in ample time for City or Public Agency approval before the time such information is needed by the subcontractors or Construction Manager.
- C. Distribute Documents. Prepare and distribute to all appropriate persons and entities, any correspondence, bulletins, drawings, supplemental specifications, addenda, etc. necessary to clarify or supplement the Construction Documents throughout construction. Bulletins will provide the Construction Manager with information relating to clarification, documentation of field changes, detailed changes, errors, omissions, and City changes. Consultant will provide “clouded” revisions of all changes made to the Construction Documents and written narratives of all changes, so that all changes to the Construction Documents are clearly identified as changes.
- D. Site Visits. Visit the site at intervals appropriate to the stage of construction, or as otherwise agreed by Consultant in writing to become familiar with the progress, acceptability, and quality of the Work and to determine if the Work is proceeding in accordance with the Construction Documents, with Consultant performing at least one site visit per week. However, Consultant is not required to make exhaustive or continuous on-site inspections to check the quality or quantity of Work. On the basis of such on-site observations as a Consultant, Consultant will keep City informed of the progress, acceptability, and quality of Work, and will endeavor to guard City against defects and deficiencies in Work of the Construction Manager. As part of its Basic Services, Consultant has included all such visits, plus all visits to correct or clarify ambiguities, conflicts, errors, or omissions in the Construction Documents. Consultant agrees that its Principal Contact will be present and make as many site visits as reasonably requested by City during the closeout phase of work. Consultant will at all times have access to Work wherever it is in preparation or progress. Consultant and its Consultants will review, stamp, and sign in a timely manner all documents requiring approval or for which Consultant or its Consultants are responsible. Consultant will not have control over, or charge of, and will not be responsible for construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the Work, unless expressly specified by Consultant or its Consultants. Except as otherwise provided in this Agreement, Consultant will not be responsible for the Construction Manager's schedule or Construction Manager's failure to carry out the Work in accordance with the Contract Documents. Except as otherwise provided in this Agreement, Consultant will not be responsible for the acts or omissions of the Construction Manager, its subcontractors, its agents or employees, or of any other persons performing portions of the Work, other than the representatives, agents, employees or Consultants of Consultant.
- E. Site Observation Reports. Prepare site observation reports within three Business Days subsequent to a site visit, or sooner if such information to be transmitted is of substantial and immediate importance. Consultant will issue reports to City and the Construction Manager related to deficiencies, errors, non-adherence to schedules, disagreements with pricing or time requests on change orders when requested by City, and other items of importance that Consultant observes during construction.

- F. Reject Work. Consultant will report to City and Developer any work that Consultant knows or suspects does not conform to the Contract Documents. Consultant will have the authority to recommend to the City to reject work that does not conform to the Contract Documents; however, the decision to reject shall be the sole responsibility of the City. Whenever Consultant considers it necessary or advisable for implementation of the intent of the Contract Documents, Consultant will have the responsibility and authority to require additional inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such work is fabricated, installed or completed; provided, however, that Consultant must obtain City's prior written approval of any such special inspection or testing. This authority, however, will not give rise to a duty or responsibility of Consultant to the Construction Manager, its subcontractors and their sub-subcontractors, material and equipment suppliers, agents or employees or other persons performing portions of the Work.
- G. Interpretations. Consultant will interpret the requirements of the Contract Documents and convey such determination to City and the Construction Manager upon request of City. Consultant will render interpretations necessary for the proper execution or progress of the Work, with reasonable promptness and in accordance with the agreed upon time limits. Consultant will render written decisions, within a reasonable time, on all claims, disputes and other matters in question between City and the Construction Manager relating to the execution of progress of the Work or the interpretation of the Contract Documents. Consultant's response to such request will be made with reasonable promptness and within any time limits agreed upon. Interpretations and decisions of Consultant must be consistent with the intent of and reasonably inferable from the Contract Documents, must be in writing or in graphic form, and must be made in a timely manner. Consultant's decision in matters relating to artistic effect will be final if consistent with the intent of the Contract Documents. Consultant's decision on any other claims, disputes or other matters, including those in question between City and the Construction Manager, will be subject to the terms of the General Conditions.
- H. Certificate for Payment. Review and approve (within five (5) Business Days of receipt) the Construction Manager's applications for payment during the course of construction and based on Consultant's observations at the site and an evaluation of the Application for Payment. Consultant will determine the amounts owing to the Construction Manager and will issue a Certificate for Payment in such amounts as provided in the Contract Documents. The issuance of a Certificate for Payment will constitute a representation by Consultant to City that, based on Consultant's observations at the site as provided in the data comprising the Construction Manager's Application for Payment, (1) the Work has progressed to the point indicated; (2) to the best of Consultant's knowledge, information, and belief, the quality of Work is in accordance with the Contract Documents (subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to the results of any subsequent test required by or performed under the Contract Documents, to minor deviations from the Contract Documents correctable prior to completion, and to any qualifications stated in the Certificate for Payment); and (3) the Construction Manager is entitled to payment in the amount certified. However, the issuance of a Certificate for Payment will not be a representation that Consultant has made any examination to ascertain how or for what purpose the Construction Manager has used the monies paid on account of the contract price.

- I. Review Submittals. Consultant and its Consultants will review and approve or take other appropriate action within (unless otherwise noted in writing) 10 days after Consultant's receipt of a submittal by the Construction Manager (e.g., shop drawings, product data and samples) for the purpose of checking for general conformance with information given and the design concept expressed in the Contract Documents to determine whether or not the Work will be in general compliance with the requirements of the Contract Documents. City will require the Construction Manager to review and approve all submittals prior to submitting to Consultant. Consultant's actions will be taken in accordance with the schedule submitted to City pursuant to this Agreement so as to cause no delay in the Work or the construction of the Project, while allowing sufficient time in Consultant's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and qualities or for substantiating the instructions for installation or performance of equipment or systems designed by the Construction Manager, all of which remain the responsibility of the Construction Manager. Consultant's review will not constitute approval of safety precautions or, unless otherwise specifically stated by Consultant, of construction means, methods, techniques, sequences, or procedures. Consultant's review of a specific item will not indicate an approval of an assembly in which the item is a component. When professional certification of performance characteristics of materials, systems, or equipment is required by the Contract Documents, Consultant will be entitled to rely upon such certification to establish that the materials, systems, or equipment will meet the performance criteria required by the Contract Documents. As part of its Basic Services, Consultant has included review and approval of submittals (as defined above). If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of the City or Construction Manager by the Contract Documents, then Consultant will specify appropriate performance and design criteria that such services must satisfy. Shop Drawings and other submittals related to the Work designed or certified by a design professional retained by City or Construction Manager will bear such professional's written approval when submitted to the Consultant. Consultant will be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications or approvals performed by such design professionals.
- J. RFIs. Consultant will provide assistance to the Construction Manager, its superintendent and subcontractors as is reasonably required to explain or interpret the drawings and Requests for Information (RFI). Consultant will answer all requests for information, in writing, generated by the subcontractors, City, or Construction Manager within five (5) Business Days of receipt of such requests for information unless additional reasonable time is necessary for which the Consultant shall notify the City.
- K. Changes. Consultant will review all Change Orders for City's approval and execution in accordance with the Contract Documents. Consultant will have authority to order minor changes in the Work, which are not inconsistent with the intent of the Contract Documents, so long as such changes in the Work do not involve an adjustment in the Contract Price or an extension of the Contract Time. Consultant will respond to all requests for information and construction change directives in a reasonable timeframe. Consultant will review all Change Orders resulting from ambiguities, conflicts, errors, or omissions in the Construction Documents as part of its Basic Services, as well as all Change Order reviews for matters not in any way related to deficiencies in the Construction Documents. Consultant will review subcontractors'

and Construction Manager's submitted Change Order proposals and render an opinion as to the inclusion or omission from the scope of work covered in the Construction Documents and as to the validity and reasonableness of the cost estimates.

- L. Substantial Completion. Conduct observations throughout construction of the Project to determine the date or dates of Substantial Completion and the date of Final Completion and will issue a Certificate of Substantial Completion in the current form of AIA G704. Consultant shall give notice in writing to Developer at least thirty (30) days prior to the date upon which Consultant anticipates the Project shall be Substantially Complete. During the fifteen (15) Business Day period after the delivery of the estimated completion notice, City, Developer, Consultant, Construction Manager, and City shall meet on one or more occasions, if necessary, and tour to inspect and review the Project, as applicable, to determine whether it is Substantially Complete. "Substantial Completion" means the time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of City and Consultant, the Work (or a specified part thereof) is sufficiently complete, in general accordance with the Construction Documents, so that the Work (or a specified part thereof) can be utilized for its intended use. In order for the Project to achieve Substantial Completion, the Premises must have been inspected by a "Certified Access Specialist" and such inspection has determined that all applicable construction-related accessibility standards under California Civil Code Section 55.53 have been met (or that any work required to meet such standards will be included in the Punch List if the required work does not preclude occupancy; if the work necessary to meet Civil Code section 55.53 does not preclude occupancy, then it will not preclude Substantial Completion). The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof. If the Project is divided into multiple phases, then the construction schedule will be broken out by phases to show the Construction Manager's scheduling information for each phase or buildings within a phase. Substantial Completion will be the date that a Certificate of Substantial Completion (AIA form G704) is issued as set forth above for the Project or a particular phase or building within a phase. As part of its Basic Services, Consultant will provide time as needed for punch lists, walkthroughs, and Project close-out. Consultant will provide written reports to City of Consultant's observations. Promptly after issuing the tentative Certificate of Substantial Completion (but in no event exceeding three (3) Business Days), City, Consultant, Construction Manager and City shall participate in a job site walk of the Project to determine the status of completion. If City or City does not consider the Project substantially complete or City or City objects to the Punch List, then City must notify Consultant in writing within ten (10) Business Days of the job site walk giving all of City's and City's specific reasons that the Project is not Substantially Complete or the Punch List is inaccurate; if City does not provide written notice within such time, then City and City will be deemed to have no objection. Once City addresses all of City's reasonable objections, Consultant will then issue a definitive Certificate of Substantial Completion (with the potential of a revised Punch List) agreed to by the Consultant, City, and City. The Certificate of Substantial Completion will include by attachment the (revised) Punch List. The completion of the Punch List, installation of City's IT, and completion of any other City work (e.g., installation of Tenant's Personal Property) shall not be required in order for the Project to be Substantially Complete.
- M. Punch List. Upon Substantial Completion of the Project, review and revise the Construction Manager's punch list to ensure the punch list is complete to assure the

construction is completed as documented in the Construction Documents. City and Construction Manager will be informed, in writing, of all work to be completed as documented in the punch list. Consultant, as part of its Basic Services, will perform observations necessary to develop a punch list and to close-out the Project.

- N. Certificate of Occupancy. Consultant will assist the Construction Manager in obtaining for City the temporary and final Certificates of Occupancy for the building(s) from the applicable governmental agencies and, if required by the governmental agency, will sign such and forward the original to City and copy the applicable governmental agency.
- O. Instructional Sessions. Specify and arrange with Public Agency, Construction Manager, or City for instructional sessions wherein operational and maintenance personnel will be instructed in the use, operation and maintenance or mechanical, electrical and other equipment, and the maintenance and care of special finishes and other operational items, all of which will have been specified within the Contract Documents.
- P. Final Completion. When the Project has achieved Final Completion (all punch list items performed), Consultant shall issue its "Certificate of Final Completion" and the certificate of any other Consultant or engineer under Consultant requested by City.
- Q. Representations and Warranties. Upon Substantial Completion of the Project, Consultant shall represent and warrant to City and Developer the items set forth in (1)-(6) below. Each of the following warranties with respect to the Project shall expire and be of no further force or effect, unless City or Developer shall have made a claim based upon an alleged breach of such warranties by Consultant on or before the expiration of the Warranty Period; however, such expiration shall not otherwise limit City's or Developer's rights and remedies hereunder.
 - (1) To the knowledge of Consultant, the Project has been completed in substantial accordance with the Contract Documents and is free from defects in workmanship and materials in connection with the construction thereof.
 - (2) Consultant has no knowledge of any structural defects, latent defects or building systems defects within the Project.
 - (3) To the knowledge of Consultant, the Project has been constructed in accordance with all Requirements of Law, all permits, and all insurance laws, regulations and requirements in effect at the time of construction of the Project.
 - (4) The Project is served by water, storm and sanitary sewage facilities, fiber optics, telephone, electricity, fire protection and other required public utilities adequate to serve the Project at the time of Substantial Completion of the Project.
 - (5) The Project does not encroach onto adjoining land or onto any easements and there are no encroachments of improvements from adjoining land onto the Building Land. The location of the Project does not violate any applicable setback requirements. The Building Land is not located in a flood zone.
 - (6) To the best of Consultant's knowledge, after due and diligent inquiry, all permits necessary for the construction, use and occupancy of the Project have been obtained and are in full force and effect.

2.7.5 Post-Construction Services. As part of Consultant's Basic Services under the Construction Administration phase, Consultant agrees to perform the following services (despite such services to be performed after the expiration of the Term):

- A. Response. For a period of one year after City's acceptance of the final Certificate of Payment with respect to the Project, Consultant will respond to City's written notifications of errors, omissions, defects, or faults in design or implementation of the work of the Construction Manager. Consultant will be available for efforts to determine the cause of and to determine the best remedy for such errors, omissions, defects, or faults in the design or construction. If such errors, defects, omissions, or faults in design are not found to be due to the fault of the Consultant or any of its Consultants, then Consultant will be compensated for its time for such efforts as an Additional Service based on the agreed upon hourly rates set forth in this Agreement.

- B. Record Drawings. As the construction of the Project progresses and no later than 30 days after the Final Completion thereof, Consultant will prepare and furnish to City a set of reproducible Record Drawings and CAD disks showing construction changes in the work and final locations of MEP, Tenant Improvements, fire protection sprinkler system (to the extent referenced in the Construction Documents), and life safety (to the extent referenced in the Construction Documents) components, and other considerations based on the subcontractors' or Construction Manager's As-Built Drawings, marked up prints, drawings and other data furnished by the subcontractors or Construction Manager to Consultant. The liability of Consultant and its Consultants relating to the accuracy of the portions of the Record Drawings based on subcontractors' and Construction Manager's As-Built Drawings is limited to the extent of the proper transcribing of the subcontractor's or Construction Manager's As-Built Drawings onto the reproducible Record Drawings and CAD disks. Such transcribing will not relieve the subcontractors or Construction Manager of their responsibilities for the accuracy or completeness of the information recorded.

END

ATTACHMENT II
AGREEMENT FOR PROFESSIONAL SERVICES

PROFESSIONAL SERVICES AGREEMENT FOR
MASTER ARCHITECT

THIS AGREEMENT for professional services is made by and between the City of Santa Cruz (“City”) and _____ (“Consultant”) (referred to individually as a “Party” and collectively, as the “Parties”) as of _____, 20__ (the “Effective Date”).

NOW, THEREFORE, in consideration of each other’s mutual promises, the Parties hereto agree as follows:

SECTION 1: SCOPE OF WORK

Consultant will furnish services as defined and described in the Scope of Work, attached hereto as Exhibit A and incorporated herein.

SECTION 2: RESPONSIBILITIES OF CONSULTANT

All work performed by Consultant, or under Consultant’s direction, shall be rendered in accordance with the generally accepted practices, and to the standards of, Consultant's profession. Consultant represents and warrants that Consultant: (i) is fully experienced and properly qualified to perform the work and services provided for herein, (ii) has the financial capability required for the performance of the work and services, and (iii) is properly equipped and organized to perform the work and services in a competent, timely, and proper manner, in accordance with the requirements of this Agreement.

Consultant shall not undertake any work beyond the **Scope of Work** set forth in **Exhibit A** 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 performing the work, it is necessary to conduct field operations, security and safety of the job site will be the Consultant's responsibility excluding, 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 Bonnie Lipscomb, Director of the Economic Development Department, hereinafter called "Director", or other designated and authorized City personnel, or third parties as necessary, on all matters connected with carrying out of Consultant’s services described in Exhibit A. Such meetings shall be held at the request of either Party. Review and City approval of completed work shall be obtained monthly, or at other intervals as may be mutually agreed upon during the course of this Agreement. Review, approval, or acceptance of Consultant’s work by City or others shall not relieve Consultant from responsibility for errors and omissions in Consultant’s work.

SECTION 3: RESPONSIBILITIES OF THE CITY

City shall make available to Consultant all necessary data and information in the City's possession and shall actively assist Consultant in obtaining such information from other agencies and individuals as needed. Consultant is entitled to reasonably rely upon the accuracy and completeness of such data and information, provided that Consultant shall provide City prompt written notice of any known defects in such data and information.

The Director may authorize a staff person to serve as his or her representative. The work in progress shall be reviewed at such intervals as may be mutually agreed upon between the Parties. The City will be the sole judge of acceptable work, provided that such approval will not be unreasonably withheld or delayed. If the work is not acceptable, City will inform Consultant of the changes or revisions necessary to secure approval.

SECTION 4: FEES AND PAYMENT

For services actually performed, the City will compensate Consultant at the rates set forth in the **Fee Schedule** detailed in **Exhibit B** and in accordance with the terms set forth therein. Payment for Consultant's services in carrying out the entire the Scope of Work shall be made within the budget limit, or limits shown, upon Exhibit B. Such payment shall be considered the full compensation for all personnel, materials, supplies, and equipment used by Consultant in the Scope of Work. Markups shall not be charged for any approved sub-consultants or subcontractors.

Consultant agrees that the payments to Consultant specified in this Section 4 will constitute full and complete compensation for all obligations assumed by Consultant under this Agreement. Where conflicts regarding compensation may occur, the provisions of this section apply.

Variations from the budget for each task which are justified by statements indicating personnel time expended and submittal of a revised budget are only allowed with prior City approval; however, in no event shall the total fee charged for the Scope of Work set forth in Exhibit A exceed the budget of **\$DOLLAR** without advance written City authorization in the form of an amendment or change order.

Invoices shall detail the time worked by each class of employee on each task and the expenses incurred for which billing is made. Invoices shall indicate the percentage completion of each work task as identified in the Scope of Work in Exhibit A and the overall percentage of completion of the total required services. Unless otherwise specified in the fee schedule, payments shall be made monthly by the City within 30 days based on itemized invoices from the Consultant which list the actual costs and expenses.

All invoices shall contain the following affidavit signed by Consultant (if individual) or by a principal of Consultant's firm (if Consultant is an entity):

"I hereby certify [or as principal of Consultant] that the charge of (Insert invoice amount) as summarized above and shown in detail on the attachments is a fair and reasonable use of public funds, is in accordance with the terms of Agreement dated (Insert Agreement Date), and has not been previously paid."

SECTION 5: TRAVEL REIMBURSEMENT POLICY

The City agrees to reimburse Consultant and Consultant's employee(s) for only authorized travel expenses, **as indicated by a mark below**, and according to the City's Travel Reimbursement Policy. It is expected that all travel expenses incurred by Consultant while conducting activities on behalf of the City will be at reasonable rates and that Consultant and Consultant's employee(s) will exercise prudence in incurring these expenses. The total fees and costs of Consultant's services shall not exceed the amount described in the Fee Schedule.

Meals: Meals are reimbursed at the current GSA Meals & Incidental per diem rate by county (www.gsa.gov/travel). The City does not reimburse for actual costs for meals. Reimbursement is based solely on per diem rates. Do not submit meal receipts.

- Travel before 8:00am qualifies for breakfast reimbursement.
- Travel between 8:00am – 1:30pm qualifies for lunch reimbursement.
- Travel between 1:30pm – 7:00pm (or later) qualifies for dinner reimbursement.
- Days between hotel stays and days starting before 8am and ending after 7pm, qualify for the full GSA Meals & Incidental per diem rate.

Ground Transportation: Ground transportation is reimbursable when it is for travel between the Consultant's place of business, an airport, or Santa Cruz hotel, as applicable, to the City work location.

1. Reasonable fees for taxis, shuttles, buses, trains, light rail, ride hailing services (Uber, Lyft or other), and similar modes of transportation will be reimbursed. Receipts are required for reimbursement.
2. When using vehicles owned by Consultant or Consultant's employer:
 - Mileage will be reimbursed at the current IRS mileage rate.
 - Evidence of automobile liability insurance meeting the City's requirements must be provided.
 - Maps showing starting point, City work location, and total miles are required for reimbursement.
3. Use of car rentals are reimbursable when:
 - Travel is necessary from an airport to the City work location.
 - The rental reservation is made as far in advance as is practical and the lowest possible price is obtained.
 - Insurance coverage is included, and the car is returned with a full tank of gas.
 - The smallest vehicle necessary is rented.
 - Parking expenses are included in the GSA Meals & Incidental per diem rate. The City will not pay additionally for parking expenses.
 - Receipts are required for reimbursement.

☐ **Airfare:** Airfare is reimbursable when the Consultant's place of business, or Consultant's employee's home, is more than 250 miles away from Santa Cruz.

- Airfare must be lowest available coach class fare. Flights may be non-stop.
- Airfare must be booked as far in advance as is practical.
- Fees for one piece of checked luggage (and any equipment necessary for the work being done) will be reimbursed.
- Extra charges for seat assignments, refundable tickets, travel insurance/protection, and similar fees are not reimbursable.
- If the City cancels the need for travel and the ticket cannot be changed or refunded, the ticket cost will be reimbursable.
- Receipts are required for reimbursement.

☐ **Lodging:** Lodging is reimbursable when the Consultant must work on site for two or more consecutive days and the Consultant's place of business or personal residence, is more than 60 miles away from Santa Cruz.

- Lodging is reimbursed up to the current GSA rate by county (www.gsa.gov/travel).
- Costs for hotel rooms above this rate are the responsibility of the traveler.
- Receipts are required for reimbursement.

General Rule

1. Travel expenses not listed or checked above will not be reimbursed.
2. Travel reimbursements are paid after the completion of travel. There are no travel advances.
3. Exceptions to any of the above requirements require advance written permission from the Director or City's designated agent contracting with the Consultant.
4. Tips and gratuities will not be reimbursed.
5. Alcoholic beverage purchases will not be reimbursed.
6. Vendors will exercise prudence in incurring reimbursable expenses.
7. The City of Santa Cruz has the sole discretion to deny any vendor/contractor proposed reimbursable expense the City has determined to be excessive or an inappropriate use of public funds.

SECTION 6: CHANGES IN WORK

City may negotiate changes in the Scope of Work. No changes in the Scope of Work shall be made without the written approval of City and Consultant. Any change requiring compensation in excess of the sum specified in Exhibit

B shall be approved in advance in writing by the City. Only City's authorized representative(s) is authorized to approve changes to this Agreement on behalf of City.

SECTION 7: TIME OF BEGINNING AND SCHEDULE FOR COMPLETION

The term of this Agreement shall be on the effective date of this Agreement and terminating on ____ 20__.] Consultant shall begin work as specified in a written authorization (e.g. Notice to Proceed) to perform services. The written authorization to perform work shall not be issued until after this Agreement has been approved and authorized by the City.

The **Work Schedule** for completion of the work shall be as shown upon **Exhibit C**. In the event that major changes are ordered, the schedule for completion as stated in Exhibit C may be adjusted by City so as to allow Consultant a reasonable period of time within which to complete any additional work which may be required as a result of the ordered changes.

Neither party will be held responsible for delay or default caused by declared emergencies, natural disasters, or any Force Majeure event which is beyond the party's reasonable control. Consultant will, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and will, upon the cessation of the cause, diligently pursue performance of its obligations in this Agreement.

The City reserves the right to obtain the item(s) and/or services covered by this Agreement from another source during any on-going suspension of service due to the circumstances outlined above.

Consultant acknowledges that it is necessary for Consultant to complete its work on or before the completion date set forth in Exhibit C in order to allow the City to achieve its objectives for entering into this Agreement. The Parties therefore agree that time is of the essence in the performance of this Agreement.

SECTION 8: TERMINATION

The City may terminate the Agreement for convenience by providing written notice to Consultant not less than 10 calendar days prior to an effective termination date.

The City or Consultant may terminate the Agreement for cause by providing written notice to the other party not less than 30 calendar days prior to an effective termination date.

The City may, at its option, allow Consultant to cure its failure to perform within 15 business days (or longer period authorized in writing by the City) from the date of the City's termination notice. The termination shall be become effective if Consultant has not cured within such time period to the City's satisfaction.

The City may, at its option, allow Consultant to cure its failure to perform within 15 business days (or longer period authorized in writing by the City) from the date of the City's termination notice. The termination shall be become effective if Consultant has not cured within such time period to the City's satisfaction.

Upon notice of termination by either the City or Consultant, the Consultant will immediately act to not incur any additional obligations, costs or expenses, except as may be reasonably necessary to terminate its activities. The City's only obligation to the Consultant will be just and equitable payment for services authorized by, and received to the satisfaction of, the City up to and including the effective date of termination less any amounts withheld. All finished or unfinished work or documents procured or produced under the Agreement will become property of the City upon the termination date. In the event of Consultant's failure to perform pursuant to the Agreement, the City reserves the right to obtain services elsewhere and Consultant will be liable for the difference between the prices set forth in the terminated Agreement and the actual cost to the City. Termination of the

Agreement pursuant to this paragraph shall not relieve the Consultant of any liability to City for additional costs, expenses, or damages sustained by City due to failure of the Consultant to perform pursuant to the Agreement. City may withhold any payments to Consultant for the purpose of set-off until such time as the exact amount of damages due City from Consultant is determined. After the effective date of termination, Consultant will have no further claims against the City under the Agreement. No other compensation will be payable for anticipated profit on unperformed services.

SECTION 9: INSURANCE

Prior to the beginning of and throughout the duration of the Agreement, Consultant will maintain and comply with the **Insurance Requirements** as set forth in **Exhibit D**. Consultant will insure the City against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder. The insurance coverages required shall not in any way limit the liability of the Consultant.

SECTION 10: INDEMNIFICATION

Consultant agrees, to the fullest extent permitted by law, to indemnify, defend, and hold harmless the City, its officials, officers, employees, agents, and volunteers (collectively, "Indemnitees") from and against any and all liability, claim, action, loss, injury, damage, judgment, or expense, including attorneys' fees and costs ("Losses") caused by or resulting from the negligence, recklessness, or willful misconduct of Consultant, Consultant's officers, employees, agents, or subcontractors in any way related to this Agreement. Consultant's duty to indemnify and hold harmless Indemnitees shall not apply to the extent such Losses are caused by the sole or active negligence or willful misconduct of Indemnitees, as determined by an adjudicatory body or court of competent jurisdiction. The obligation to defend shall arise regardless of any claim or assertion that Indemnitees caused or contributed to the Losses.

In the event this Agreement involves the performance of design professional services by Consultant, Consultant's officers, employees, agents, or subcontractors, Consultant's costs to defend Indemnitees shall not exceed the Consultant's proportionate percentage of fault per Civil Code §2782.8. This section shall survive the termination or expiration of this Agreement.

SECTION 11: EQUAL EMPLOYMENT OPPORTUNITY/NON-DISCRIMINATION POLICIES

City's policies promote a working environment free from abusive conduct, discrimination, harassment, and retaliation; and require equal opportunity in employment for all regardless of race, religious creed (including religious dress and grooming practices), color, national origin (including language use restrictions), ancestry, religion, disability (mental and physical), medical condition, sex, gender (including gender identity and gender expression), physical characteristics, marital status, age, sexual orientation, genetic information (including family health history and genetic test results), organizational affiliation, and military or veteran status, or any other consideration made unlawful by local, State or Federal law. City requires Consultant to comply with all applicable Federal and State and local equal employment opportunity laws and regulations, and Consultant is responsible for ensuring that effective policies and procedures concerning the prevention of abusive conduct, discrimination, harassment, and retaliation exist in Consultant's business organization. The City's current Equal Employment Opportunity and Non-Discrimination policies to which this Section applies may be viewed at <http://www.codepublishing.com/CA/SantaCruz/?SantaCruz09/SantaCruz0983.html> and <http://www.cityofsantacruz.com/home/showdocument?id=59192>.

SECTION 12: 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 attorneys' fees in addition to any other relief. The laws of the State of California, with jurisdiction in the Santa Cruz County Superior Court, 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 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's authorized representative. 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 Exhibit A. Such authority is retained solely by the City Manager, Director, or their designee. Unless expressly authorized by the City Manager or Director, Consultant's compensation shall be limited to that set forth in Exhibit B, Fee Schedule.

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 Services Only. Consultant is employed to render professional services only and any payments made to Consultant are compensation solely for such professional services.
3. Independent Contractor. In the performance of this Agreement, it is expressly understood that Consultant, including each of Consultant's employees, agents, subcontractors or others under Consultant's supervision or control, is an independent contractor solely responsible for its own acts and omissions, and shall not be considered an employee of the City for any purpose. Consultant agrees to comply with AB5, codified at Labor Code section 2750.3, and shall indemnify, defend and hold harmless the City, its officials, officers, employees, and agents against any claim or liability, including attorneys' fees and costs, arising in any manner related to this Agreement that an employee, agent or others under Consultant's supervision or control was misclassified.
4. Consultant Not an Agent. Except as City may specify in writing, Consultant shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Consultant shall have no authority, express or implied, pursuant to this Agreement to bind City to any obligation whatsoever.
5. Subcontractors. Consultant shall obtain prior approval of the City prior to subcontracting of any work pursuant to this Agreement. If at any time, the City determines any subcontractor is incompetent or unqualified, Consultant will be notified and will be expected to immediately cancel the subcontract. Consultant shall require and verify that all subcontractors maintain insurance meeting all of the requirements stated herein, including naming the City of Santa Cruz, its officers, officials, employees, agents, and volunteers as additional insureds. Any modification to the insurance requirements for subcontractors must be agreed to by the City in writing.
6. Assignment. This Agreement shall not be assigned without first obtaining the express written consent of the Director or after approval of the City Council. Neither party may assign this Agreement unless this Agreement is amended in accordance with its terms.
7. Conflicts of Interest. Consultant owes City a duty of undivided loyalty in performing the work and services under this Agreement. Consultant covenants (on behalf of Consultant and Consultant's employees, agents, representatives, and subcontractors) that there is no direct or indirect interest, financial or otherwise, which would conflict in any manner or degree with the performance of services required under this Agreement. Consultant acknowledges and agrees to comply with applicable provisions of conflict of interest law and regulations, including the Political Reform Act, Section 1090 of the Government Code, and the City's conflict of interest code. Consultant will immediately advise City if Consultant learns of a conflicting financial interest of Consultant during the term of this Agreement.

8. City Property. The work, or any portion, of Consultant in performing this Agreement shall become the property of City. The Consultant may be permitted to retain copies of such work for information and reference in connection only with the provision of services for the City. All materials and work product, whether finished or unfinished, shall be delivered to City upon completion of contract services or termination of this Agreement for any reason. Unless otherwise provided herein, Consultant agrees that all copyrights which arise from creation of project-related documents and materials pursuant to this Agreement shall be vested in the City and Consultant waives and relinquishes all claims to copyright or other intellectual property rights in favor of City. Any work product related to this Agreement shall be confidential, not to be used by the Consultant on other projects or disclosed to any third party, except by agreement in writing by the City, or except as otherwise provided herein.
9. Intellectual Property and Indemnity. Consultant represents to City that, to the best of Consultant's knowledge, any Intellectual Property (including but not limited to: patent, patent application, trade secret, copyright and any applications or right to apply for registration, computer software programs or applications, tangible or intangible proprietary information, or any other intellectual property right) in connection with any services and/or products related to this Agreement does not violate or infringe upon any Intellectual Property rights of any other person or entity.

To the fullest extent permitted by law, Consultant agrees to indemnify, defend, and hold harmless City, its officials, officers, employees, and agents, from any and all claims, demands, actions, liabilities, damages, or expenses (including reasonable attorneys' fees and costs) arising out of a claim of infringement, actual or alleged, direct or contributory, of any Intellectual Property rights in any way related to Consultant's performance under this Agreement or to the City's authorized intended or actual use of Consultant's product or service under this Agreement. This provision shall survive termination or expiration of this Agreement.

If any product or service becomes, or in the Consultant's opinion is likely to become, the subject of a claim of infringement, the Consultant shall, at its sole expense: (i) provide the City the right to continue using the product or service; or (ii) replace or modify the product or service so that it becomes non-infringing; or (iii) if none of the foregoing alternatives are possible even after Consultant's commercially reasonable efforts, in addition to other available legal remedies, City will have the right to return the product or service and receive a full or partial refund of an amount equal to the value of the returned product or service, less the unpaid portion of the purchase price and any other amounts, which may be due to the Consultant. City shall have the right to retrieve its data and proprietary information at no charge prior to any return of the product or termination of service.

10. Confidentiality.
 - a. Consultant shall not acquire any ownership interest in data and information ("City Data") received by Consultant from City, which shall remain the property of the City. Certain information may be considered confidential ("Confidential Information"). Confidential Information shall mean all non-public information or proprietary materials (in every form and media) disclosed or made available directly or indirectly through any means of communication, either verbally or in writing, to Consultant in connection with this Agreement. Unless otherwise required by law, Consultant shall not, without City's written permission, use or disclose City Data and/or Confidential Information other than in the performance of the obligations under this Agreement. As between Consultant and City, all City Confidential Information shall remain the property of the City. Consultant shall not acquire ownership interest in the City's Confidential Information.
 - b. Consultant shall be responsible for ensuring and maintaining the security and confidentiality of City Data and Confidential Information, protect against any anticipated threats or hazards to the security or integrity

of City Data and Confidential Information, protect against unauthorized access to or use of City Data and Confidential Information that could result in substantial harm or inconvenience to City or any end users; and ensure the proper return and/or disposal of City Data and Confidential Information upon termination of this Agreement with notice to the City.

- c. Consultant shall take appropriate action to address any incident of unauthorized access to City Data and Confidential Information, including addressing and/or remedying the issue that resulted in such unauthorized access, notifying City as soon as possible of any incident of unauthorized access to City Data and Confidential Information, or any other breach in Consultant's security that materially affects City or end users; and be responsible for ensuring compliance by its officers, employees, agents, and subcontractors with the confidentiality provisions hereof. Should confidential and/or legally protected City Data be divulged to unauthorized third parties, Consultant shall comply with all applicable federal and state laws and regulations, including but not limited to California Civil Code sections 1798.29 and 1798.82 at Consultant's sole expense. Consultant shall not charge City for any expenses associated with Consultant's compliance with these obligations.
 - d. Consultant shall defend, indemnify and hold harmless City, its officials, officers, employees and agents against any claim, liability, loss, injury or damage (including attorneys' fee and costs) arising out of, or in connection with, the unauthorized use, access, and/or disclosure of City Data and/or Confidential Information by Consultant and/or its agents, employees or sub-contractors, excepting only loss, injury or damage caused by the sole negligence or willful misconduct of the City. This provision shall survive the termination or expiration of this Agreement.
11. Consultant's Records. Consultant shall maintain accurate accounting records and other written documentation pertaining to the costs incurred relating to this Agreement for examination and audit by the City, State, or federal government, as applicable, during the period of this Agreement, and for a period of at least five years from the date of the final City payment for Consultant's services, unless otherwise stated herein. If Consultant engages a subcontractor to perform work related to this Agreement with a cost of \$10,000 or more over a 12 month period, such subcontract shall contain these same requirements. This provision shall survive the termination of this Agreement.
12. California Public Records Act. City is a public agency subject to the disclosure requirements of the California Public Records Act ("CPRA"). If Consultant's proprietary information is contained in documents or information submitted to City, and Consultant claims that such information falls within one or more CPRA exemptions, Consultant must clearly mark such information "Confidential and Proprietary," and identify the specific lines containing the information. In the event of a request for such information, City will make best efforts to provide notice to Consultant prior to such disclosure. If Consultant contends that any documents are exempt from the CPRA and wishes to prevent disclosure, it is required to obtain a protective order, injunctive relief or other appropriate remedy from a court of law in Santa Cruz County before the City is required to respond to the CPRA request. If Consultant fails to obtain such remedy within the time the City is required to respond to the CPRA request, City may disclose the requested information without any liability to Consultant. Consultant further agrees that it shall defend, indemnify and hold City harmless against any claim, action or litigation (including but not limited to all judgments, costs, and attorney's fees) that may result from denial by City of a CPRA request for information arising from any representation, or any action (or inaction), by the Consultant.
13. Compliance with Laws. All activities of Consultant, its employees, subcontractors and/or agents will be carried out in compliance with all applicable federal, state, and local laws and regulations.

14. Licensure. Consultant warrants that Consultant, its subcontractors and/or agents (if any) has/have complied with any and all federal, state, and local licensing requirements and agrees to provide proof of a current City of Santa Cruz Business Tax Certificate if:
- Consultant, its subcontractor(s) and agent(s) or its business is/are located in the City of Santa Cruz;
 - Will perform actual work in the City of Santa Cruz for 6 or more days annually; or
 - Will use company vehicles to deliver within the City of Santa Cruz for 6 or more days annually.
- For additional information and licensing requirements, view the City's [Business Licenses and Permits webpage](#) or call the Revenue and Taxation division at 831/420-5070.
15. Living Wage. Every contract for services to the City for \$10,000 or more, is subject to City of Santa Cruz Living Wage Ordinance number 2000-25. If applicable, Consultant agrees to comply with the requirements of the Living Wage ordinance as provided in Santa Cruz Municipal Code Chapter 5.10.
16. Prevailing Wages for Public Work. To the extent that the work or services to be performed under this Agreement may be considered a "public work" (construction, alteration, demolition, or repair work) pursuant and subject to Labor Code section 1720 *et seq.*, Consultant (and any subconsultant performing the work or services) shall conform to any and all prevailing wage requirements applicable to such work/and or services under this Agreement. Consultant (and any subconsultant) shall adhere to the prevailing wage determinations made by the Director of Industrial Relations (DIR) pursuant to California Labor Code Part 7, Chapter 1, Article 2, applicable to the work, if any. All workers employed in the execution of a public works contract (as such term is defined California Labor Code section 1720 *et seq.* and section 1782(d)(1)) must be paid not less than the specified prevailing wage rates for the type of work performed. (CA Labor Code sections 1720, 1774 and 1782.)
- To the extent applicable to the scope of work and services under this Agreement, Consultant agrees to be bound by the state prevailing wage requirements, including, but not limited to, the following:
- a. If a worker is paid less than the applicable prevailing wage rate owed for a calendar day (or any portion thereof), Consultant shall pay the worker the difference between the prevailing wage rate and the amount actually paid for each calendar day (or portion thereof) for which the worker(s) was paid less than the prevailing wage rate, as specified in Labor Code section 1775;
 - b. Consultant shall maintain and make available payroll and worker records in accordance with Labor Code sections 1776 and 1812;
 - c. If Consultant employs (and/or is legally required to employ) apprentices in performing the work and/or services under this Agreement, Consultant shall ensure compliance with Labor Code section 1777.5;
 - d. Consultant is aware of the limitations imposed on overtime work by Labor Code sections 1810 *et seq.* and shall be responsible for any penalties levied in accordance with Labor Code section 1813 for failing to pay required overtime wages;
 - e. Consultant shall post a copy of the applicable wage rates at each jobsite at a location readily available to its workers.
 - f. Any failure of Consultant and/or its subconsultant to comply with the above requirements relating to a public work project shall constitute a breach of this Agreement that excuses the City's performance of this Agreement at the City's sole and absolute option and shall be at the sole risk of Consultant. Consultant on behalf of itself and any subconsultant, agree to indemnify, defend and hold harmless the City and its officials, officers, employees, and agents from and against any and all claims, liabilities, losses, costs, expenses, attorney's fees, damages, expenses, fines, financial consequences, interest, and penalties, of any

kind or nature, arising from or relating to any failure (or alleged failure) of the Consultant and any subconsultant to pay prevailing wages or to otherwise comply with the requirements of prevailing wage law relating to a public work.

- g. Consultant acknowledges that it and/or any subconsultant may not engage in the performance of any contract for public work unless currently registered with the DIR and qualified to perform public work pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].
17. Storm Water Requirements. To the extent applicable to the Scope of Work under this Agreement, Consultant, Consultant's employees, subcontractors, and agents are required to abide by the applicable City of Santa Cruz Storm Water Best Management Practices (BMPs) for the duration of the work. The City's mandatory Storm Water BMPs, which are listed according to the type of work, operations, or business, are located on the City website at: <https://www.cityofsantacruz.com/government/city-departments/public-works/stormwater/best-management-practices>
18. Dispute Resolution. The Parties agree to attempt in good faith to resolve through negotiation any dispute, claim or controversy arising out of or relating to this Agreement. Either party may initiate negotiations by providing written notice in letter form to the other party, setting forth the subject of the dispute and the relief requested. Promptly upon such notification, the Parties shall meet at a mutually agreeable time and place in order to exchange relevant information and perspective, and to attempt to resolve the dispute. In the event that no resolution is achieved, and if, but only if, the parties mutually agree, then prior to pursuing formal legal action, the parties shall make a good faith effort to resolve the dispute by non-binding mediation or negotiations between representatives with decision-making power, who, to the extent possible, shall not have had substantive involvement in the matters of the dispute. To the extent that the dispute involves or relates to a public works project, the Parties agree to attempt to resolve the dispute by complying with the claims process as set forth in Public Contract Code section 9204(e), but without waiving the requirements of the California Tort Claims Act, Gov't Code section 800 et seq. unless otherwise agreed to by the Parties.
19. Force Majeure. Neither party hereto shall be considered in default in the performance of its obligation hereunder to the extent that the performance of any such obligation is prevented or delayed by an act of God, natural disaster, pandemic, acts of terrorism, war, or other peril, which is beyond the reasonable control of the affected party and without the negligence of the respective Parties. Each party hereto shall give notice promptly to the other of the nature and extent of any Force Majeure claimed to delay, hinder or prevent performance of the services under this Agreement. Each Party will, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and will, upon the cessation of the cause, diligently pursue performance of its obligations in this Agreement. In the event either party is prevented or delayed in the performance of its respective obligation by reason of such Force Majeure, there may be an equitable adjustment of the schedule and Consultant compensation based on City's sole discretion.
20. Complete Agreement. This Agreement, along with any attachments, is the full and complete integration of the Parties' agreement with respect to the matters addressed herein, and that this Agreement supersedes any previous written or oral agreements between the Parties with respect to the matters addressed herein. Unless otherwise stated, to the extent there is any conflict between this Agreement and any other agreement (written or oral), the terms of this Agreement shall control.
21. Severability. The unenforceability, invalidity or illegality of any provision(s) of this Agreement shall not render the other provisions unenforceable, invalid or illegal.

- 22. Waiver. Waiver by any party of any portion of this Agreement shall not constitute a waiver of the same or any other portion hereof.
- 23. Governing Law. This Agreement shall be governed by and interpreted in accordance with California law.
- 24. Contract Interpretation. Each party acknowledges that it has reviewed this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement.
- 25. MacBride Principles/Peace Charter. City of Santa Cruz Resolution NS-19,378 (7/24/90) encourages all companies doing business in Northern Ireland to abide by the MacBride Principles and Peace Charter.
- 26. Notices. If either party shall desire or is required to give notice to the other such notice shall be given in writing, via email and concurrently delivered by overnight Federal Express [or priority U.S. Mail], addressed to recipient as follows:

<p>To CITY: City Department City Contact Name Address Email/Phone</p>	<p>To CONSULTANT: Business Name Consultant Contact Name Address Email/Phone</p>
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Changes to the above information shall be given to the other party in writing ten (10) business days before the change is effective.

- 27. Counterparts. The Parties may execute this Agreement in two or more counterparts, which shall, in the aggregate, be deemed an original but all of which, together, shall constitute one and the same instrument. A scanned, electronic, facsimile or other copy of a party’s signature shall be accepted and valid as an original.
- 28. Warranty of Authority. The signatories to this Agreement warrant and represent that each is authorized to execute this Agreement and that their respective signatures serve to legally obligate their respective representatives, agents, successors and assigns to comply with the provisions of this Agreement.

[SIGNATURES ON FOLLOWING PAGE]

Approved As To Form:
By: _____ Date: _____
Office of the City Attorney

CONSULTANT
By: _____ Date: _____
Printed: _____ Title: _____

CITY OF SANTA CRUZ
By: _____ Date: _____
Martín Bernal
City Manager

EXHIBIT A: SCOPE OF WORK

EXHIBIT B: FEE SCHEDULE

EXHIBIT C: WORK SCHEDULE

EXHIBIT D: INSURANCE REQUIREMENTS

A. CERTIFICATE REQUIREMENTS

The City will be issued a Certificate of Insurance (a Memorandum of Understanding will not be accepted) with the following minimum requirements:

- Certificate(s) will show current policy number(s) and effective dates,
- Coverage and policy limits will meet, or exceed, requirements below,
- The Certificate Holder will be City of Santa Cruz, Risk Management, 333 Front Street., Suite 200, Santa Cruz, CA 95060,
- Certificate will be signed by an authorized representative,
- An endorsement will be provided to show the City, its officers, officials, employees, agents, and volunteers as additional insureds.

B. MINIMUM SCOPE AND LIMITS OF INSURANCE

Consultant acknowledges that the insurance coverage and policy limits set forth in this section constitute the minimum amount of coverage required. The City will be entitled to coverage for the highest limits maintained by Consultant. Coverage will be at least as broad as:

- **COMMERCIAL GENERAL LIABILITY (CGL): \$1,000,000 PER OCCURRENCE; \$2,000,000 AGGREGATE**
Proof of coverage for \$1 Million per occurrence including products and completed operations, property damage, bodily injury, personal and advertising injury will be provided on Insurance Services Office (ISO) Form CG 00 01 covering CGL. If a general aggregate limit applies, either the general aggregate limit will apply separately to this project/location or the general aggregate limit will be at least twice the required occurrence limit.
- **PROFESSIONAL LIABILITY (ERRORS AND OMISSIONS): \$2,000,000 PER OCCURRENCE OR CLAIM, \$2,000,000 AGGREGATE.**

Consultant will maintain insurance appropriate to Consultant's profession; with limit no less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after date of completion of the services under this Agreement. If coverage is canceled or non-renewed and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date or start of work date, Consultant must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.

- **AUTOMOBILE LIABILITY:**
Proof of coverage for \$1,000,000 provided on ISO Form Number CA 00 01 covering any auto (Code 1), or if Consultant has no owned autos, hired, (Code 8) and non-owned autos (Code 9), per accident for bodily injury and property damage.
- **WORKERS' COMPENSATION AS REQUIRED BY THE STATE OF CALIFORNIA, WITH STATUTORY LIMITS, AND EMPLOYER'S LIABILITY INSURANCE: \$1,000,000 per accident for bodily injury or disease.**
The Worker's Compensation policy must be **endorsed** with a waiver of subrogation in favor of the City for all work performed by the Consultant and its employees.

(Not required if Consultant provides written verification it has no employees) - If Contractor has no employees, Contractor shall complete and sign a [Workers' Compensation Exemption Declaration and Release of Liability](#)

OTHER INSURANCE PROVISIONS

If Consultant maintains broader coverage and/or higher limits than the minimums shown above in section B, the City of Santa Cruz requires and shall be entitled to the broader coverage and/or higher limits maintained by Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City of Santa Cruz.

The insurance policies are to comply with the following provisions:

- **ADDITIONAL INSURED STATUS**
The City, its officers, officials, employees, agents, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of Consultant including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage will be provided in the form of an **endorsement** to Consultant's insurance at least as broad as ISO Form CG 20 10 11 85, or if not available, through the addition of **both** CG 20 10 CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 (if a later edition is used).
- **PRIMARY COVERAGE**
For any claims related to this Agreement, Consultant's insurance coverage will be **primary** insurance as respects the City, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, agents, or volunteers will be excess of Consultant's insurance and will not contribute with it.
- **NOTICE OF CANCELLATION**
Each insurance policy required above shall state that the coverage shall not be canceled, except with notice to the City.
- **WAIVER OF SUBROGATION**
Consultant hereby grants to the City a waiver of any right to subrogation, except as otherwise not applicable, which any insurer of said Consultant may acquire against the City by virtue of the payment of any loss, including attorney's fees under such insurance. Consultant agrees to obtain any endorsement that may be necessary to effectuate this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.
- **EXCESS LIABILITY/UMBRELLA INSURANCE POLICIES**
The excess/liability policies will provide similar coverage as the primary CGL policy with no new exclusions - Excess liability insurance must **follow form** the terms, conditions, definitions, and exclusions of the underlying CGL insurance. The excess/umbrella policy must also be written on a primary and noncontributory basis for an additional insured, and that it will apply before any other insurance that is available to such additional insured which covers that person or organization as a named insured, and we will not share with that other insurance.

The policy regarding Limits of Insurance regarding Aggregates must provide that the aggregate limits if applicable shall apply in the same manner as the aggregate limits shown in the Schedule of the Underlying Insurance.

- **SELF-INSURED RETENTIONS**

Self-insured retentions must be declared to and approved by the City. City may require Consultant to purchase coverage with a lower retention or provide proof of ability to pay losses and related expenses. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or 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.

- **CLAIMS MADE POLICIES**

If any of the required policies provide coverage on a claims-made basis:

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
3. If coverage is canceled or non-renewed, and not *replaced with another claims-made policy form with a Retroactive Date* prior to the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of *five (5) years* after completion of contract work.

- **VERIFICATION OF COVERAGE**

Consultant will furnish the City with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL Policy listing all policy endorsements to be approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning will not waive the Consultant's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

- **C. SUBCONTRACTORS**

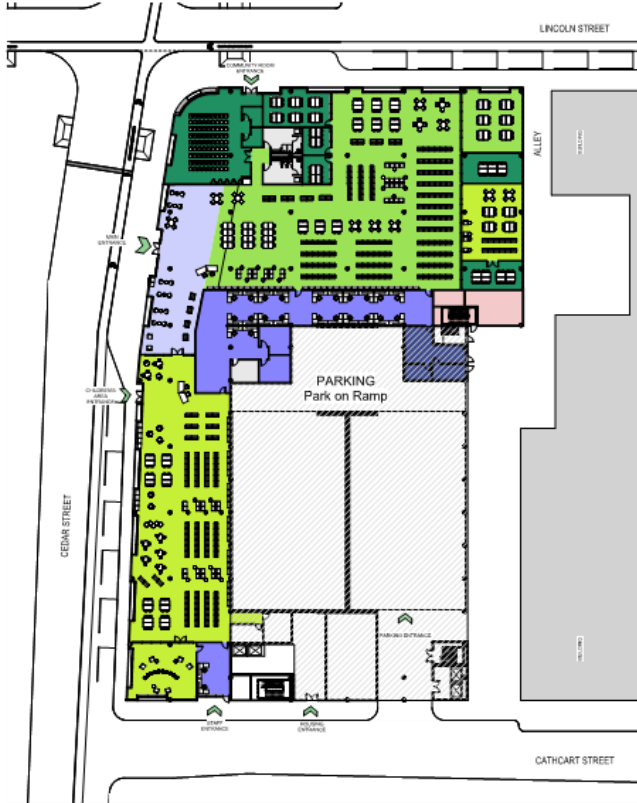
Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that City is an additional insured on insurance required from subcontractors.

- **D. SPECIAL RISKS/CIRCUMSTANCES**

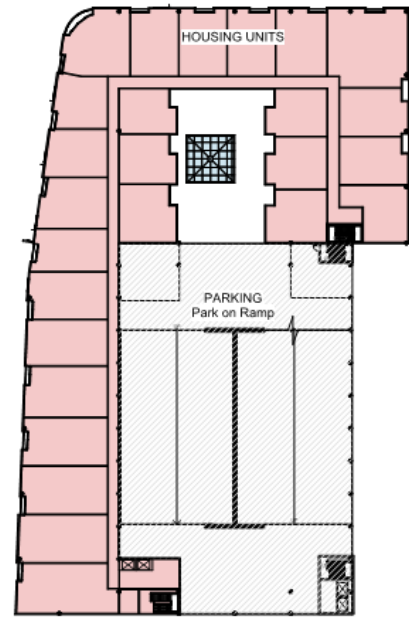
City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances and provide notice to Consultant.

ATTACHMENT III

PRELIMINARY CONCEPTUAL PLAN



GROUND FLOOR PLAN



TYPICAL UPPER LEVEL PLAN



ATTACHMENT IV
PROGRAM REQUIREMENTS

(See attached program)

Santa Cruz Downtown Library
Draft Spaces Summary (10.5.17)

CODE	SPACE	PROPOSED SQ FEET	PROPOSED TOTAL SF	EXISTING TOTAL SF
	Public Areas			
1.10	First Floor Lobby	228		
1.20	Friends' Corner	150		
1.25	Public Restrooms - First Floor	IN GSF		
1.30	Outdoor Patio Area	IN GSF		
1.35	Express Checkout	248		
1.40	Information/Service Desk	278		
1.45	Holds	80		
1.55	Copy Center	100		
	<i>Total Public Areas</i>		1,084	1,600
	Adult Services			
1.50	New Books	631		
1.90	Public Access Computers	1,180		
1.95	Reference Collection	1,118		
2.00	Tech Podium	60		
2.15	Adult Fiction	2,674		
2.20	Nonfiction	3,850		
2.25	Spanish Language Collection	291		
2.30	Magazine & Newspapers	988		
2.35	Media	882		
2.50	Genealogy/Californiana/Local History	3,334	3,334	2,323
2.60	Large Print Books	312		
2.70	Outreach	587		
2.90	Quiet Reading	550		
	<i>Total Adult Services</i>		16,456	16,000
	Youth Services			
2.40	Teenspace	1,328		
3.00	Family Space	625		
3.10	Kidspot	4,431		
3.20	Kidspot Storytime Area	910		
3.40	Children's Service Desk	60		
3.55	Family Restrooms	IN GSF		
	<i>Total Youth Services</i>		7,354	4,000
	Meeting Spaces			
2.45	Learning/Collaboration Space	541		
3.60	Community Meeting Room (Dividable)	1,910		
3.65	Meeting Room Storage	186		
3.70	Kitchen	90		
3.71	Medium Meeting Room	500		
3.75	Small Meeting Room	250		
3.80	Group Study/Tutoring Rooms	350		
	<i>Total Meeting Spaces</i>		3,827	1,200
	Staff Areas			
1.60	Branch Manager's Office	145		
1.65	Aide Supervisor's Office	100		
1.67	Telephone Info	97		
1.69	Staff Offices	768		
1.70	Circulation	727		
2.55	Local History Workroom	128		
2.75	Outreach Office	120		
3.45	Children's Services Workroom	568		
3.85	Staff Lounge	492		
	<i>Total Staff Areas</i>		3,145	6,000

Santa Cruz Downtown Library
Draft Spaces Summary (10.5.17)

	Support Areas			
1.75	Delivery Area	94		
1.80	Janitorial Closet	227		
3.90	Server Room	180		
3.92	Storage	384		
	<i>Total Support Areas</i>		885	2,000
	Net Assignable Square Feet:		32,751	30,800
	Gross Square Feet @ 70% Net to Gross SF:		46,788	44,000

Santa Cruz Downtown Library
Detailed Spaces Summary

		Quantity	Item	SF/Item	Total SF
1.10	First Floor Lobby				228
	floor mats, with minimum 16' walk-off length			NA	0
	seating, bench, 5' x 24", 2-person	1	bench	26	26
	community information display unit, wall-mounted, with brochure & racks, bulletin board & storage below, 8'L x 5'H x 1.5'D	2	units	36	72
	display case, glass-enclosed, wall-mounted, 6'w x 6'h x 2'd	1	case	30.0	30
	flat screen monitor, large, wall-mounted for announcements	1	monitor	0.0	0
	exhibit space for two- dimensional art	1.0	space	100	100
					0
1.20	Friends' Corner				150
	shelving, 72", wall-mounted, for books on sale	2	SS sections	10	20
	shelving, retail, 60" mobile units, for books on sale	2	D/S section	40	80
	storage closet for immediate supply/inventory needs	1	closet	50	50
1.25	Public Restrooms - First Floor			GSF	0
1.30	Outdoor Patio Area			GSF	0
1.35	Express Checkout				248
	express self-checkout machines	4	machines	40	160
	shelving, reserves	4	sections	16	64
	queuing space	4	people	6	24
1.40	Information/Service Desk				278
	staff counter positions with computer workstns	4	positions	50	200
	cash register, behind counter	1	machine	12	12
	book trucks	2	trucks	8	16
	shelving, for ready reference	2	sections	10	20
	display of Library handouts, built into desk	1	unit	6	6
	queuing space	4	people	6	24
1.45	Holds				80
	shelving, reserves	10	sections	8	80
1.50	New Books				631
	shelving, new books	15	sections	15	225
	2 place tables, rectangular	8	seats	25	200
	seating, lounge chairs	4	seats	35	140
	online catalog workstation @ stack end	1	station	16	16
					0
1.55	Copy Center				100
	copy machines, standard	2	machines	40	80
	debit card dispenser, change machine	1	each	4	4
	storage cabinet w work counter & small eqpt	1	cabinet	16	16
1.60	Branch Manager's Office				145

Santa Cruz Downtown Library
Detailed Spaces Summary

	desk, computer workstation, printer, task chair	1	desk	50	50
	table, conference, round 36"	1	table	60	60
	chairs, guest	2	chairs	0.0	0
	shelving, 84", wall mounted	2	sections	10.0	20
	lateral file 3 drawer unit	1	cabinet	15.0	15
					0
1.65	Aide Supervisor's Office				100
	desk, computer workstation, printer, task chair	1	desk	50	50
	chairs, guest	1	chair	15.0	15
	shelving, 84", wall mounted	2	sections	10.0	20
	lateral file 3 drawer unit	1	cabinet	15.0	15
1.67	Telephone Info				97
	desk, computer workstation, printer, task chair	1	desk	50	50
	lateral file 3 drawer unit	1	cabinet	15.0	15
	Sheet music collection	4	sections	8	32
					0
1.69	Staff Offices				768
	workstations, modular, 8' x 8' (librarians and information specialists)	7	wkstns	64	448
	workstations, modular, 8' x 8' (library assistants I/II)	5	wkstns	64	320
					0
1.70	Circulation				727
	workstations, modular, 8' x 8' (library assistants I/II)	2	wkstns	64	128
	workstations, modular, 8' x 8' (aides, library volunteers)	2	wkstns	64	128
	work counter, 10' x 2', w sink, cabinets	1	counter	20	20
	staff workstations for returns + checkins, 6' x 6', height adjustable work surfaces	2	workstation	30	60
	mail and delivery sorting counter, 6' x 3'	1	counter	30.0	30
	book truck parking	12	trucks	8	96
	delivery box stacking space (6 stacks @ 4 boxes each)	6	stacks	4	24
	trash/recycling containers	1	container	6	6
	shelving, 84", for circ problems and withdrawn materials	6	sections	10	60
	lateral file 3 drawer unit	1	cabinet	15.0	15
	bulletin board, wall-mounted, 6' x 4'	1	board	0	0
	whiteboard, wall-mounted, 2' x 3'	1	board	0	0
	clear floor space for temporary storage	1	space	50	50
	supply closet for supplies storage	1	closet	50	50
	coat closet, 4' x 3'	1	closet	20	20
	material returns slot/bin, exterior	2	return unit	10	20
	material returns slot/bin, interior	2	return unit	10	20
					0
1.75	Delivery Area				94
	shelving, industrial	2	sections	14	28
	clear floor space for receiving + unpacking shipments	1	space	50	50
	trash container, large	1	container	6	6
	shelving, 84" for temporary storage (donations, boxes etc.)	1	sections	10	10

Santa Cruz Downtown Library
Detailed Spaces Summary

1.80	Janitorial Closet				227
	shelving, industrial, 80" for supplies, storage	8	sections	14	112
	supply cabinet, 2-door, for secure supplies storage	2	cabinet	20	40
	clear space for boxed, bulk storage	1	space	50	50
	mop sink, floor-mounted w mop storage, wall-mounted	1	space	25	25
				0	0
1.90	Public Access Computers				1,180
	computer workstations	26	wkstns	40	1,040
	special needs computer	1	wkstns	40	40
		1	space	100	100
					0
1.95	Reference Collection				1,118
	shelving, 66", for reference books	19	sections	12.0	228
	seating @ 2-pl tables	20	seats	25	500
	seating @ 1-pl tables	10	seats	25	250
	seating, lounge chairs	2	seats	35	70
	online catalog workstation @stack end	1	wkstn	16	16
	networked printer/print release station	1	printer	24	24
	scanner	1	scanner	30	30
					0
2.00	Tech Podium				60
	work station, 8' x 6' + 25% circ space	1	position	60	60
					0
2.15	Adult Fiction				2,674
	shelving, 66", fiction	181	sections	12	2,172
	shelving, 66" for adult book club kits	5	sections	12	60
	seating, lounge chairs	6	seats	35	210
	tables, occasional @ lounge chairs	6	tables	0	0
	seating @ 2-pl tables	8	seats	25	200
	online catalog workstation@stack end	2	wkstns	16	32
					0
2.20	Nonfiction				3,850
	shelving, 66", nonfiction	284	sections	12.0	3,408
	seating @ 2-pl tables	8	seats	25	200
	seating, lounge chairs	6	seats	35	210
	tables, occasional @ lounge chairs	4	tables	0	0
	online catalog workstation@stack end	2	wkstns	16	32
					0
2.25	Spanish Language Collection				291
	shelving, Spanish language books	6	sections	12.0	72
	shelving, 66", for Spanish audio books	1	sections	12.0	12
	shelving, 66", for Spanish DVDs	1	sections	12.0	12
	shelving, 66", Music CDs	1	sections	15.0	15
	shelving, 66" display for Spanish language magazines	1	sections	10.0	10
	seating @ 2-pl tables	4	seats	25	100
	seating, lounge chairs	2	seats	35	70

Santa Cruz Downtown Library
Detailed Spaces Summary

2.30	Magazine & Newspapers				988
	shelving, slanted, for magazine, with backfiles below	24	sections	10.3	247
	shelving, for newspaper display of current/recent issues	2	sections	10.3	21
	shelving, for newspaper back issues	5	sections	8	40
	seating, lounge chairs	8	seats	35	280
	tables, occasional @ lounge chairs	8	tables	0	0
	seating @ 2-pl tables	8	seats	25	200
	seating @ 1-pl tables	8	seats	25	200
					0
2.35	Media				882.0
	new media display tables, 3' x 3'	2	tables	25	50
	shelving, DVDs	12	sections	12.5	150
	shelving, 66", Music CDs	14	sections	15.0	210
	shelving, 66", audiobooks	34	sections	12.0	408
	shelving, 66", for Soundswell music collection	1	bookshelf	12.0	12
	shelving, 66", for mass market paperbacks	1	bookshelf	12.0	12
	benches, 2-person, 2' x 6'	2	seats	20	40
2.40	Teenspace				1,328
	shelving, retail display, for teen new and popular books	1	unit	30	30
	shelving, teen fiction	19	sections	12.0	228
	shelving, teen nonfiction	2	sections	12.0	24
	shelving, teen Spanish	1	sections	12.0	12
	shelving, teen audio books	3	sections	12.0	36
	shelving, teen DVDs	1	sections	12.0	12
	seating @ 4-pl round tables or booth seats	8	seats	35	280
	casual seating (e.g., café tables, cockpit chairs)	8	seats	25	200
	seating @ 2-pl tables	10	seats	25	250
	computer workstations, sitdown	5	wkstns	40	200
	online catalog workstation @ stack end	2	wkstns	16	32
	networked printer/print release station	1	printer	24	24
					0
2.45	Learning/Collaboration Space				541
	seating, 2 place tables, mobile	15	seats	25	375
	counter, 8' x 2', w double sink, commercial grade, cabinets above and below	1	counter	50	50
	supply closet	1	closet	30	30
	laptop/tablet storage/recharging station, 12-unit capacity, w 12 devices	1.0	storage uni	12	12
	networked printer/print release station	1	printer	24	24
	service desk, 1-person, with computer workstation	1	desk	50	50
	video/digital projector, ceiling-mounted	1	projector	0	0
	projection screen, ceiling-mounted	1	screen	0	0
	white board, wall-mounted, interactive	1	board	0	0
					0
2.50	Genealogy/Californiana/Local History				3,334

Santa Cruz Downtown Library
Detailed Spaces Summary

seating @ 2-pl tables	12	seats	25	300
seating @ 1-pl tables	8	seats	25	200
Large historical table (2.6' x 10')	8	seats	25	200
seating, lounge chairs	4	seats	35	140
online catalog workstation @ stack end	1	wkstn	16	16
computer workstations, sitdown	1	wkstns	40	40
copier/scanner	1	copier/ sca	30	30
microform printers	3	printers	36.0	108
shelving, 72", Genealogy Collection	81	sections	12.0	972
shelving, 72", Californiana Collection	42	sections	12.0	504
shelving, 72", Local History Collection	9	sections	12.0	108
shelving, 72", Local History Collection, oddly shaped items, archival boxes, etc.	2	sections	12.0	24
microform cabinets (Genealogy)	20	cabinets	12.5	250
file cabinets (Genealogy)	2	cabinets	8	16
file cabinets (Genealogy)	2	cabinets	10.0	20
cabinet, 2 door, 6' wide x 6' high (Genealogy)	1	cabinet	30.0	30
bulletin board (Genealogy)	1	bulletin boa	12.0	12
map case (Local History)	1	case	24	24
file cabinets (Local History)	16	cabinets	8	128
flat files (Local History)	1	case	24	24
atlas stand (Local History)	1	stand	38	38
Display unit for current genealogy/local history periodicals	1	display unit	8	8
historic wooden bookshelves	2	bookshelve	10	20
historic wooden clock	1	clock	2	2
display cases, glass-enclosed, wall-mounted, 6'w x 6'h x 2'd (1 for Genealogy, 1 for Californiana/Local History)	2	cases	30.0	60
1 person service desk with computer workstation (Local History/Genealogy) 8' x 6' + 25% circ space	1	position	60	60
				0
2.55 Local History Workroom				128
workstations, modular, 8' x 8' (Local History librarians/info specialists)	2	wkstns	64	128
2.60 Large Print Books				312
shelving, 66", large print books	26	sections	12.0	312
2.70 Outreach				587
staff/volunteer offices (desk, computer, task chair, guest chair)	2.0	officew	100	200
shelving, 66", for collection	1	bookshelf	12.0	12
lateral file 3 drawer unit	1	cabinet	15.0	15
work counter, 8' x 24", w sink, cabinets below	1	counter	40	40
computer workstations	2	wkstns	40	80
6 person table	6	seats	25	150
seating, lounge chairs	2	seats	35	70
display unit for current brochures and materials	1	display unit	8	8
bulletin board	1	bulletin boa	12.0	12
				0

Santa Cruz Downtown Library
Detailed Spaces Summary

2.75	Outreach Office				120
	desk, computer workstation, printer, task chair	1	desk	55	55
	chairs, guest	2	chair	15.0	30
	shelving, 84", wall mounted	2	sections	10.0	20
	lateral file 3 drawer unit	1	cabinet	15.0	15
2.90	Quiet Reading				550
	seating @ 1-pl tables	8	seats	25	200
	seating, lounge chairs	10	seats	35	350
					0
3.00	Family Space				625
	lounge seats, parent/child	10	chairs	35	350
	seating @ 4 person tables, mobile, round for toddlers	8	seats	20	160
	computer workstation, early literacy	2	computers	40	80
	space for interactive manipulatives	1	space	20	20
	cabinet for puzzle and toy storage	1	cabinet	15	15
					0
3.10	Kidspot				4,431
	shelving, 48", for picture books/easy readers	37	sections	12	444
	shelving, 66" for children's nonfiction	61	sections	12.0	732
	shelving, 66" for children's fiction	35	sections	12.0	420
	shelving, 66" for children's reference	22	sections	12.0	264
	shelving, 66" for youth Spanish language F/NF books	9	sections	12.0	108
	shelving, 66", for Spanish language media	1	section	12.0	8
	shelving, retail display for children's new books	5	sections	15	75
	new media display tables, 3' x 3'	2	tables	25	50
	shelving, 66" for children's DVDs	5	sections	15.0	75
	shelving, 66" for children's audio CDs	4	section	15.0	60
	shelving, 66" for children's music CDs	1	section	15.0	15
	shelving, 66" for Read to Me kits	2	sections	12.0	24
	shelving, 66" display for children's magazines	1	sections	10	10
	seating @ 4-pl tables	32	seats	25.0	800
	seating @ 2-pl tables	18	seats	25.0	450
	seating @ 1-pl tables	8	seats	25.0	200
	seating, lounge chairs	8	seats	30.0	240
	online catalog workstation @ stack end	2	wkstn	16	32
	computer workstations, sitdown	5	wkstns	40	200
	express self-checkout station	1	machine	40	40
	networked printer/print release station	1	printer	24.0	24
	flat screen monitor, large, wall-mounted for announcements	1	monitor	0.0	0
	display boards, tackable, wall-mounted	2	boards	0	0
	display cases, glass-enclosed, wall-mounted, 6'w x 6'h x 2'd	2	cases	30.0	60
	aquarium	1	aquarium	50.0	50
					0
3.20	Kidspot Storytime Area				910

Santa Cruz Downtown Library
Detailed Spaces Summary

	carpeted floor space for children and caregivers	85	spaces	10	850
3.40	Children's Service Desk				60
	work station, 8' x 6' + 25% circ space	1	wkstn	60	60
					0
3.45	Children's Services Workroom				568
	workstations, modular, 8' x 8'	4	wkstns	64	256
	printer	1	printer	12	12
	work counter, 8' x 2', w sink, cabinets	1	counter	40	40
	shelving, 84", for supplies, storage	8	sections	10	80
	supply closet	1.0	closet	50	50
	bulletin board, wall-mounted, 6' x 4'	1	board	0	0
	whiteboard, wall-mounted, 2' x 3'	1	board	0	0
	work table, 8' x 3', with flat file storage below	1	table	40	40
	file cabinets	4	cabinets	8	32
	mobile AV cart	1	cart	12	12
	clear space for temporary storage of exhibits, supplies, programming materials	1	space	40	40
					0
					0
3.55	Family Restrooms				IN GSF
3.60	Community Meeting Room (Dividable)				1,910
	stacking chairs	125	seats	15	1,875
	tables, folding, lightweight, 5' x 2'	24	tables	0	0
	baby grand piano	1	piano	35	35
	podium, moveable	1	podium	0	0
	video/digital projector, ceiling mounted	1	projector	0	0
					0
3.65	Meeting Room Storage				186
	dollies, mobile, for stacking chairs	12	dollies	8	96
	table trucks for folding tables	4	dollies	10	40
	equipment racks for meeting room AV equipment	1	rack	10	10
					0
3.70	Kitchen				90
	work counter, 8' x 2.5', w double sink, commercial grade, dishwasher, cabinets above and below	1	counter	50	50
	refrigerator, full size	1	unit	20	20
	microwave oven, on counter	1	oven	0	0
	oven with range-top, under counter	1	oven	0	0
	storage cabinet for supplies	1	cabinets	20	20
					0
3.71	Medium Meeting Room				500
	table, conference	1	table	0	0

Santa Cruz Downtown Library
Detailed Spaces Summary

	seating @ 20-place conference table	20	seats	25	500
	white board, wall-mounted, interactive	1	board	0	0
	video/digital projector, ceiling mounted	1	projector	0	0
					0
3.75	Small Meeting Room				250
	table, conference	1	table	0	0
	seating @ 10-place conference table	10	seats	25	250
	white board, wall-mounted, interactive	1	board	0	0
					0
3.80	Group Study/Tutoring Rooms				350
	4-person study rooms (table and 4 chairs)	2.0	study room	100	200
	2-person study rooms (table and 2 chairs)	3	study room	50	150
					0
3.85	Staff Lounge				492
	lockers, half-height, 2 per stack	16	stacks	5	80
	coat closet, 6' x 3'	1	closet	30	30
	lounge seats	4	seats	25	100
	seating @ 4-place tables	8	seats	25	200
	work counter, 8' x 24", w double sink, cabinets above and dishwasher below	1	counter	40	40
	refrigerator, full size	1	unit	20	20
	microwave oven, on counter	1	oven	0	0
	toaster oven, on counter	1	oven	0	0
	dishwasher, full-size, in cabinet	1	dishwasher	0	0
	trash containers/recycling containers	1	container	6	6
	bulletin board, wall-mounted	1	board	0	0
					0
3.90	Server Room				180
	equipment racks	2	racks	40	80
	supply cabinet, 2-door, for IS supplies storage	1	cabinet	20	20
	PC at workstation	1	wkstn	30	30
	work bench, 8' x 30", for equipment repairs	1	bench	50	50
					0
3.92	Storage				384
	Reference, periodicals and newspapers (88" shelving)	40	sections	8	320
	General storage	8.0	sections	8	64
	Total Net Assignable Square Feet:				32,751
	Total Gross Square Feet @ 70% Efficiency:				46,788
					0

				% on Shelf	Items Shld	Shelf Type	Number of Shelves			LF Needed	Sections Needed			SF Needed
							gondola, 2.5' x 5'	5	10	10	12.4	12	180	
DVDs	4,698		66%	3,101				5	10	310	12.4	12	180	
Spanish DVDs	127		66%	84			66"	5	10	8	0.6	1	12	
Teen DVDs	194		66%	128			66"	5	10	13	0.9	1	12	
Music CDs	6,031		70%	4,222			66"	5	20	211	14.1	14	210	
Spanish music CDs	225		70%	158			66"	5	20	8	0.5	1	15	
Audio Books on CD (F/NF)	4,680		66%	3,089			66"	5	6	515	34.3	34	408	
Teen Audio Books on CD (F/NF)	378		66%	249			66"	5	6	42	2.8	3	36	
Spanish Audio Books	16		66%	11			66"	5	10	1	0.1	1	12	
Total Adult/Teen Media:	16,349			11,041						1,108	66	67	885	
Youth Media:														
Youth DVDs	1,126		66%	743			66"/5sh	5	10	74	5.0	5	75	
Youth Music Compact Discs	280		70%	196			browsing, 3 sh	3	20	10	1.1	1	15	
Youth Audio Books on CD	529		70%	370			66"/5sh	5	6	62	4.1	4	60	
Read to Me Kits	60		66%	40			66"/5sh	5	1.7	23	1.6	2	24	
Total Children's Media:	1,995			1,349						169	12	12	174	
Total Media Collection:	18,344			12,390						1,277	77	77	1,059	

				Kems Shld	Shelf Type	Number of Shelves		LF Needed	Sections Needed			SF Needed
						Kems Shld	Items/LF		Sections Needed	Sections Rounded	Sections Rounded	
Total Books & Media:		146,368		109,962				13,735	937	939	10,821	
Magazines & Nsp Displayed												
Children's Magazines	16 tit	100%		16	66"/5 sh slanted, with backfiles below	5	1	16	1.1	1	10	
Adult Magazines	364 tit	100%		364	66"/5 sh slanted, with backfiles below	5	1	364	24.3	24	247	
Spanish magazines	8 tit	100%		8	66"/5 sh slanted, with backfiles below	5	1	8	0.5	1	10	
Newspapers - Adult Display/Recent Issues	15 tit	100%		15	66"/4sh slanted w plexi insert	4	0.67	22	1.9	2	21	
Total Mag & Nsp Display:								0	0.0	0	0	
Total Linear & Square Ft Needed:				403				410	28	28	288	
								14,145	965	967	11,109	

Santa Cruz Public Library Administrative Offices
Draft Spaces Summary (9.7.17)

SPACE			
CODE	LOWER FLOOR	SQ FEET	
1.00	Reception Area	154	
1.20	Restrooms	IN GSF	
1.25	Director's Office	200	
1.30	Assistant Director's Office	120	
1.35	Regional Manager (1)	120	
1.40	Regional Manager (2)	120	
1.45	Regional Manager (3)	120	
1.50	ILS Coordinator	178	
1.55	Accounting	178	
1.60	Volunteer Office	178	
1.65	Admin Office	317	
1.70	Admin Work Area	430	
1.75	Friends of the Library	381	
1.85	Communications Manager	100	
1.90	Training Librarian	100	
1.95	Analyst	100	
2.00	Bookmobile Staff	100	
2.05	Maintenance Staff	170	
2.15	Medium Meeting Room	300	
2.25	Training Room	480	
2.30	Copy Area	100	
2.35	Staff Lounge	206	
2.40	CMS Manager's Office	150	
2.45	CMS Workroom	3,135	
2.50	LIT Workroom	2,312	
2.55	Data Room	400	
2.60	Delivery Area	94	=
2.65	Janitorial Closet	227	
2.70	Storage	1,560	
	Net Assignable Square Feet:		12,030
	Gross Square Feet @ 70% Net to Gross SF:		17,185

Santa Cruz Public Library Administrative Offices
Detailed Spaces Summary

		Quantity	Item	SF/Item	Total SF
1.00	Reception Area				154
	desk with transaction ledge, 2 lateral files, two lounge chairs and table	1	space	154	154
					0
1.20	Restrooms			In GSF	In GSF
1.25	Director's Office				200
	desk, computer workstation, printer, task chair	1	desk	77	77
	table, conference, round 36"	1	table	88	88
	chairs, guest	4	chairs	0.0	0
	shelving, 84", wall mounted	2	sections	10.0	20
	lateral file 3 drawer unit	1	cabinets	15.0	15
					0
1.30	Assistant Director's Office				120
	desk, computer workstation, printer, task chair	1	desk	55	55
	chairs, guest	2	chairs	15.0	30
	shelving, 84", wall mounted	2	sections	10.0	20
	lateral file 3 drawer unit	1	cabinets	15.0	15
					0
1.35	Regional Manager (1)				120
	desk, computer workstation, printer, task chair	1	desk	55	55
	chairs, guest	2	chairs	15.0	30
	shelving, 84", wall mounted	2	sections	10.0	20
	lateral file 3 drawer unit	1	cabinets	15.0	15
					0
1.40	Regional Manager (2)				120
	desk, computer workstation, printer, task chair	1	desk	55	55
	chairs, guest	2	chairs	15.0	30
	shelving, 84", wall mounted	2	sections	10.0	20
	lateral file 3 drawer unit	1	cabinets	15.0	15
					0
1.45	Regional Manager (3)				120
	desk, computer workstation, printer, task chair	1	desk	55	55
	chairs, guest	2	chairs	15.0	30
	shelving, 84", wall mounted	2	sections	10.0	20
	lateral file 3 drawer unit	1	cabinets	15.0	15
					0
1.50	ILS Coordinator				178
	workstations, modular, 8' x 8'	2	wkstns	64	128
	shelving, 84", wall mounted	2	sections	10.0	20
	lateral file 3 drawer unit	2	cabinets	15.0	30
					0
1.55	Accounting				178
	workstations, modular, 8' x 8'	2	wkstns	64	128

Santa Cruz Public Library Administrative Offices
Detailed Spaces Summary

	shelving, 84", wall mounted	2	sections	10.0	20
	lateral file 3 drawer unit	2	cabinets	15.0	30
					0
1.60	Volunteer Office				178
	workstations, modular, 8' x 8'	2	wkstns	64	128
	shelving, 84", wall mounted	2	sections	10.0	20
	lateral file 3 drawer unit	2	cabinets	15.0	30
					0
1.65	Admin Office				317
	workstations, modular, 8' x 8'	3	wkstns	64	192
	shelving, 84", wall mounted	2	sections	10.0	20
	lateral file 3 drawer unit	4	cabinets	15.0	60
	director's files (lateral files 3 drawer unit)	3	cabinets	15.0	45
					0
1.70	Admin Work Area				430
	workstations, modular, 8' x 8'	5	wkstns	64	320
	shelving, 84", wall mounted	5	sections	10.0	50
	lateral file 3 drawer unit	4	cabinets	15.0	60
					0
1.75	Friends of the Library				381
	workstations, modular, 8' x 8'	4	wkstns	64	256
	shelving, 84", wall mounted	5	sections	10.0	50
	lateral file 3 drawer unit	5	cabinets	15.0	75
					0
1.85	Communications Manager				100
	desk, computer workstation, printer, task chair	1	desk	50	50
	chairs, guest	1	chair	15.0	15
	shelving, 84", wall mounted	2	sections	10.0	20
	lateral file 3 drawer unit	1	cabinet	15.0	15
					0
1.90	Training Librarian				100
	desk, computer workstation, printer, task chair	1	desk	50	50
	chairs, guest	1	chair	15.0	15
	shelving, 84", wall mounted	2	sections	10.0	20
	lateral file 3 drawer unit	1	cabinet	15.0	15
					0
1.95	Analyst				100
	desk, computer workstation, printer, task chair	1	desk	50	50
	chairs, guest	1	chair	15.0	15
	shelving, 84", wall mounted	2	sections	10.0	20
	lateral file 3 drawer unit	1	cabinet	15.0	15
					0
2.00	Bookmobile Staff				100
	desk, computer workstation, printer, task chair	1	desk	50	50

Santa Cruz Public Library Administrative Offices
Detailed Spaces Summary

	chairs, guest	1	chair	15.0	15
	shelving, 84", wall mounted	2	sections	10.0	20
	lateral file 3 drawer unit	1	cabinet	15.0	15
					0
2.05	Maintenance Staff				170
	desk, computer workstation, printer, task chair	1	desk	50	50
	chairs, guest	1	chair	15.0	15
	shelving, 84", wall mounted	4	sections	10.0	40
	lateral file 3 drawer unit	1	cabinet	15.0	15
	work bench, 8' x 30", for repairs	1	bench	50	50
					0
2.15	Medium Meeting Room				300
	table, conference	1	table	0	0
	seating @ -place conference table	12	seats	25	300
	white board, wall-mounted, interactive	1	board	0	0
	video/digital projector, ceiling mounted	1	projector	0	0
					0
2.25	Training Room				480
	seating, 2 place tables, mobile	18	seats	25	450
	supply closet	1	closet	30	30
	video/digital projector, ceiling-mounted	1	projector	0	0
	projection screen, ceiling-mounted	1	screen	0	0
	white board, wall-mounted, interactive	1	board	0	0
					0
2.30	Copy Area				100
	copy machine	1.0	machine	36	36
	shelving, for office and paper supplies	4.0	sections	10	40
	clear floor space for boxed storage	1.0	space	24	24
					0
2.35	Staff Lounge				206
	lounge seats	2	seats	25	50
	seating @ 4-place table	4	seats	25	100
	work counter, 6' x 24", w double sink, cabinets above and dishwasher below	1	counter	30	30
	refrigerator, full size	1	unit	20	20
	microwave oven, on counter	1	oven	0	0
	toaster oven, on counter	1	oven	0	0
	dishwasher, full-size, in cabinet	1	dishwasher	0	0
	trash containers/recycling containers	1	container	6	6
	bulletin board, wall-mounted	1	board	0	0
					0
2.40	CMS Manager's Office				150
	desk, computer workstation, printer, task chair	1	desk	55	55
	table, conference	1	table	60	60
	chairs, guest	2	chairs	0.0	0
	shelving, 84", wall mounted	2	sections	10.0	20

Santa Cruz Public Library Administrative Offices
Detailed Spaces Summary

	lateral file 3 drawer unit	1	cabinets	15.0	15
					0
2.45	CMS Workroom				3,135
	analyst workstations, modular, 10' x 10'	4	wkstns	225	900
	staff workstations, 10' x 10'	14	wkstns	100	1,400
	volunteer workstation, 8' x 8'	1	wkstns	64	64
	mending station, 10' x 6'	1	wkstns	60	64
	work table (for cutting), 8' x 3'	1	table	40	40
	work counter, 10' x 2', w sink, cabinets	1	counter	20	20
	2 sided book trucks	17	booktrucks	5	77
	one sided book trucks	96	booktrucks	2.7	259
	disc repair machine and surround workspace	1	space	20.0	20
	printer	1	printer	12	12
	shelving, 88", for supplies, storage	26	sections	8	208
	bulletin board, wall-mounted, 6' x 4'	1	board	0	0
	whiteboard, wall-mounted, 2' x 3'	1	board	0	0
	clear floor space for temporary storage	1	space	50	50
	lateral file 3 drawer unit	1	cabinet	15.0	15
	trash/recycling containers	1	container	6	6
					0
2.50	LIT Workroom				2,312
	LIT manager office (desk, computer, printer, task chair)	1.0	office	100	100
	analyst workstations, modular, 10' x 15'	4	wkstns	150	600
	tech workstations, modular, 10' x 15'	4	wkstns	150	600
	printer	1	printer	12	12
	shelving, 88", for supplies, storage	84	sections	12	1,000
					0
2.55	Data Room				400
	equipment racks	4	racks	40	160
	supply cabinet, 2-door, for IS supplies storage	2	cabinet	20	40
	PC at workstation	1	wkstn	16	16
	telecom equipment and patch panels, wall-mounted	1	panel	30	30
	work bench, 8' x 30", for equipment repairs	1	bench	50	50
	shelving, 84", for IT supplies, tech manuals, software etc.	4	sections	10	40
	unassigned square footage	1	space	64	64
2.60	Delivery Area				94
	shelving, industrial	2	sections	14	28
	clear floor space for receiving + unpacking shipments	1	space	50	50
	trash container, large	1	container	6	6
	shelving, 84" for temporary storage (donations, boxes etc.)	1	sections	10	10
					0
2.65	Janitorial Closet				227
	shelving, industrial, 80" for supplies, storage	8	sections	14	112
	supply cabinet, 2-door, for secure supplies storage	2	cabinet	20	40
	clear space for boxed, bulk storage	1	space	50	50

Santa Cruz Public Library Administrative Offices
Detailed Spaces Summary

	mop sink, floor-mounted w mop storage, wall-mounted	1	space	25	25
				0	0
2.70	Storage				1,560
	Outreach (88" shelving)	42	sections	12	504
	Programming and system supplies (88" shelving)	88.0	sections	12	1,056
	Total Net Assignable Square Feet:				12,030
	Total Gross Square Feet @ 70% Efficiency:				17,185

ATTACHMENT V

FEE PROPOSAL FORMAT

(See four (4) attached formats)

[Name]

CITY OF SANTA CRUZ
LIBRARY MIXED USE PROJECT

ARCHITECTURE AND ENGINEERING FEE PROPOSAL
(DATE)

MASTER ARCHITECTURE AND ENGINEERING SERVICES - <u>SITE</u>						
Discipline	Conceptual Design	Schematic Design	Design Development		Master Architect Oversight	TOTAL
Architecture						\$ -
Signage / Graphics						\$ -
Codes and Accessibility Compliance						\$ -
Waterproofing						\$ -
Structural						\$ -
Plumbing						\$ -
Electrical						\$ -
Lighting Design						\$ -
Landscape Architecture						\$ -
Civil						\$ -
Geotechnical						\$ -
Utility Coordination						\$ -
Estimating (Building & Exhibit)						\$ -
Meetings						\$ -
SUBTOTALS	\$ -	\$ -	\$ -		\$ -	\$ -
REIMBURSABLE EXPENSES						
						\$ -
						\$ -
						\$ -
						\$ -
SUBTOTAL						\$ -
GRAND TOTAL						\$ -

Recommended Services Not Included Above:

[Name]

CITY OF SANTA CRUZ
LIBRARY MIXED USE PROJECT

ARCHITECTURE AND ENGINEERING FEE PROPOSAL
[DATE]

MASTER ARCHITECTURE AND ENGINEERING SERVICES - AFFORDABLE HOUSING						
Discipline	Conceptual Design	Schematic Design	Design Development		Master Architect Oversight	TOTAL
Architecture						\$ -
Interior Design						\$ -
FF&E Design and Procurement						\$ -
Signage / Graphics						\$ -
Codes and Accessibility Compliance						\$ -
Waterproofing						\$ -
Structural						\$ -
Mechanical						\$ -
Plumbing						\$ -
Electrical						\$ -
Low Voltage (SCS)						\$ -
Lighting Design						\$ -
Security Systems (Basis of Design)						\$ -
Fire Alarm (Basis of Design)						\$ -
Building Management Systems (BOD)						\$ -
Utility Coordination						\$ -
Green Building Program Services						\$ -
Passive House Services						\$ -
Net Zero Design Services						\$ -
Estimating (Building & Exhibit)						\$ -
Meetings						\$ -
SUBTOTALS	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
REIMBURSABLE EXPENSES						
						\$ -
						\$ -
						\$ -
						\$ -
SUBTOTAL						\$ -
GRAND TOTAL						\$ -

Recommended Services Not Included Above:

[Name]

CITY OF SANTA CRUZ
LIBRARY MIXED USE PROJECT

ARCHITECTURE AND ENGINEERING FEE PROPOSAL
[DATE]

MASTER ARCHITECTURE AND ENGINEERING SERVICES - PARKING STRUCTURE						
Discipline	Conceptual Design	Schematic Design			Master Architect Oversight	TOTAL
Architecture						\$ -
Interior Design						\$ -
FF&E Design and Procurement						\$ -
Signage / Graphics						\$ -
Codes and Accessibility Compliance						\$ -
Waterproofing						\$ -
Structural						\$ -
Mechanical						\$ -
Plumbing						\$ -
Electrical						\$ -
Low Voltage (SCS)						\$ -
Lighting Design						\$ -
Security Systems (Basis of Design)						\$ -
Fire Alarm (Basis of Design)						\$ -
Building Management Systems (BOD)						\$ -
Utility Coordination						\$ -
Green Building Program Services						\$ -
Net Zero Design Services						\$ -
Estimating (Building & Exhibit)						\$ -
Meetings						\$ -
SUBTOTALS	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
REIMBURSABLE EXPENSES						
						\$ -
						\$ -
						\$ -
						\$ -
SUBTOTAL						\$ -
GRAND TOTAL						\$ -

Recommended Services Not Included Above:

[Name]

**CITY OF SANTA CRUZ
LIBRARY MIXED USE PROJECT**

ARCHITECTURE AND ENGINEERING FEE PROPOSAL
(DATE)

MASTER ARCHITECTURE AND ENGINEERING SERVICES - DOWNTOWN LIBRARY TENANT IMPROVEMENT									
Discipline	Conceptual Design	Schematic Design	Design Development	Construction Documents	Regulatory Permitting	Bid Support	Construction Administration Support	TOTAL	
Architecture								\$ -	
Interior Design								\$ -	
FF&E Design and Procurement								\$ -	
Signage / Graphics								\$ -	
Codes and Accessibility Compliance								\$ -	
Waterproofing								\$ -	
Structural								\$ -	
Mechanical								\$ -	
Plumbing								\$ -	
Electrical								\$ -	
Low Voltage (SCS)								\$ -	
Audio Visual								\$ -	
Lighting Design								\$ -	
Security Systems (Basis of Design)								\$ -	
Fire Alarm (Basis of Design)								\$ -	
Building Management Systems (BOD)								\$ -	
Utility Coordination								\$ -	
Green Building Program Service								\$ -	
Net Zero Design Services								\$ -	
Estimating (Building & Exhibit)								\$ -	
Meetings								\$ -	
SUBTOTALS	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
REIMBURSABLE EXPENSES									
								\$ -	
								\$ -	
								\$ -	
								\$ -	
SUBTOTAL								\$ -	
GRAND TOTAL									\$ -

Recommended Services Not Included Above:

ATTACHMENT VI

PROJECT MASTER SCHEDULE

Task Name	Start	Finish
EXECUTIVE MILESTONE SUMMARY	Fri 11/20/20	Fri 6/27/25
▸ AH DEVELOPER AND MASTER ARCHITECT SELECTION & AWARD	Fri 11/20/20	Fri 7/30/21
▸ DESIGN DEVELOPMENT & ENTITLEMENT	Mon 8/2/21	Fri 7/1/22
▸ CONTRACTOR SOLICITATION	Mon 1/3/22	Tue 7/12/22
▸ CONSTRUCTION DOCUMENTS & PERMITTING	Mon 7/4/22	Tue 1/31/23
▸ CONSTRUCTION PHASE	Wed 1/4/23	Fri 9/27/24
▸ CLOSEOUT PHASE	Mon 9/30/24	Fri 6/27/25