

COUNTY OF SANTA CRUZ, CALIFORNIA

Request for Statement of Qualifications (RFQ)

FOR

*Santa Cruz County
Live Oak Library Annex Project
At
Simpkins Swim and Community Center*

**RFQ DUE:
Thursday, January 18, 2018
5:00 p.m. PDT**

In the Department of Public Works
701 Ocean Street, Room 410
Fourth Floor
Santa Cruz, CA 95060

ATTN: Betsey Lynberg
831/454-2393
Betsey.Lynberg@santacruzcounty.us

Invitation Date:	December 12, 2017
Questions Deadline:	5:00 PM, January 5, 2018
Last Addendum:	5:00 PM, January 10, 2018
Submission Due Date:	5:00 PM, January 18, 2018

This notice is to inform you that Santa Cruz County Department of Public Works is soliciting a Request for Qualifications (RFQ) from qualified consulting professionals (Consultant) to provide architectural-engineering consulting services for the Live Oak Library Annex Project to be located at the Simpkins Swim and Community Center.

Consultant selection will be based on qualifications and quality of the response submitted.

If you should have any questions regarding this Request for Qualifications, please contact Betsey Lynberg, Director of Capital Projects via email at Betsey.Lynberg@santacruzcounty.us. All questions regarding this RFQ must be submitted in writing either by fax or email.

Sincerely,

Betsey Lynberg
Director of Capital Projects
County of Santa Cruz
Department of Public Works

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INTRODUCTION

The Santa Cruz County Department of Public Works (SCCDPW) is soliciting a Request for Qualifications (RFQ) from qualified consulting professionals (Consultant) to provide architectural engineering consulting services for the Santa Cruz County Live Oak Library Annex at the Simpkins Swim and Community Center Project. The purpose of this Request for Qualifications is to select a qualified architectural-engineering team, led by an architect for the following services: assess the existing facilities and prepare a feasibility study; develop a concept plan for the library annex as well as other desired community center facilities; prepare design plans and construction documents for building additions, renovations and site improvements; and perform construction administration services. The scope of services will be contracted for and implemented in phases with Phase 1 to preparation of a feasibility study and a developed concept plan. It is anticipated that the Phase 2 scope of services will be finalized and contracted for once the project scope has been determined at the completion of Phase 1.

The Simpkins Swim and Community Center is owned and operated by the County of Santa Cruz Department of Parks, Open Space and Cultural Services. The Santa Cruz Public Libraries, operated under a multi-jurisdictional joint powers agreement, is responsible for administering library services. The contract for this work will be with the County of Santa Cruz Department of Public Works who is managing the project. Funding for the library annex is provided by the Santa Cruz Public Libraries Financing Authority – Measure S for Libraries bond funds. The County may also identify additional funds for community center improvements.

All work will be performed in accordance with County, Santa Cruz Public Libraries and other local and state practices, regulations, policies, procedures, manuals, and standards, as appropriate.

TENTATIVE RFQ SCHEDULE

The following represents the tentative schedule for this RFQ. Any change in the scheduled dates for the Questions Deadline, or Submission Due Date will be advertised in the form of an addendum to this RFQ. The schedule for the evaluation process and other future dates may be adjusted without notice.

Questions Deadline:	5:00 PM, January 5, 2018
Last Addendum:	5:00 PM, January 10, 2018
Submission Due Date:	5:00 PM, January 18, 2018
Evaluation of Responses:	January 19 – February 2, 2018
Interviews, if necessary:	<i>date to be confirmed</i> February 12 - 15, 2018
Notify Consultants of Results:	no later than February 15, 2018
Contract Negotiations:	February 19 – March 2, 2017
Board Approval of Contract:	March 20, 2017

SCOPE OF WORK

The County is seeking consultants that have strong consulting skills, with particular emphasis on programming and design of libraries and community centers and preparation of construction documents for building additions and renovation improvements. All work shall be supervised by an Architect licensed in the State of California, and other consultants shall be licensed in the State of California, as required to perform the requested services.

The Consultant and any sub-consultants shall be able to provide architectural, interior design, lighting, structural engineering, mechanical and plumbing engineering, electrical engineering, civil engineering, landscape architectural, geotechnical engineering, and third party cost estimating services.

The Scope of Work includes the renovation of an existing community center (including buildings, outdoor spaces and parking lot) to integrate a proposed library annex learning center into the existing community center.

The concept for the Live Oak Library Annex project is to create a new learning center-library annex at the Simpkins Swim and Community Center available to all ages. The library annex will provide free learning facilities not available at the existing Live Oak Library. The proposed location also presents the opportunity to enhance the physical and programmatic connections between the library annex, County facilities, the Live Oak Clubhouse of the Boys and Girls Club, Shoreline Middle School, the future Monterey Bay Sanctuary Scenic Rail-Trail, and Schwan Lake State Park.

A conceptual program has been prepared with input from the SCPL, County Parks, Boys and Girls Club, and Live Oak School District. The conceptual program includes new facilities suitable for Measure S for Libraries funding, as well as proposed upgrades to the existing facility. Funding strategies for the community center improvements will be developed as part of the feasibility study and concept plan.

The Measure S funded facilities in the conceptual program include a flexible, centrally located space that could be used by both small groups and individuals for reading and conversation and include access to a small collection of library materials and technology; a classroom program space for story time, meetings, trainings and classes; small group study rooms; access to a multi-use outdoor space for gatherings, performances and other classes; space for regular visits of the book mobile and bike book mobile; connection to fiber optic lines; expanded parking as needed; and other site improvements to enhance the physical connection between adjacent facilities. It is anticipated that these improvements may also require the construction of a new addition to the existing building in addition to some renovation of existing facilities.

Other upgrades to the existing facility which would further activate the community center concept could include: an enterprise kitchen in the existing commercial kitchen, which could be operated by the Boys and Girls Club, and offer food in conjunction with a small indoor and/or outdoor café space; a child care center; a room for exercise equipment; a roof cover for the warm water pool; and a roof cover for the Boys and Girls Club basketball court.

The Conceptual Program for the Live Oak Library Annex is provided as Attachment A2.

Measure S preliminary construction budget is \$ 2.7 million. This is a preliminary estimate based upon Measure S funding only for the Live Oak library projects, and may be revised with the results of the feasibility study.

Simpkins Swim and Community Center

The Simpkins Swim and Community Center is built on 9 acres and includes a two story main building housing the community center, locker rooms and swim center administration on the ground floor and the offices of the Santa Cruz County Parks, Open Space and Cultural Services on the second floor. The ground floor is about 13,054 square feet and the second floor is 8,370 square feet. The community center is comprised of a large community room of 2,526 square feet and a capacity for 180 with a dividing wall to create two smaller rooms, a full commercial kitchen, restrooms and an adjoining outdoor patio. The swim center includes 4 pools including: 50 meter x 25 yard competition pool, 15 x 20 yard warm water pool, water slide & splash down pool, spray zone pool. One set of men's and women's locker rooms are located in the main

building with a second set of locker rooms and pool mechanical rooms located in a single story building adjacent to the 50 meter pool. The parking lot accommodates 190 cars. The swim and community center was opened in 1998. Energy efficiency, accessibility, and shower and locker room upgrades were completed in 2009.

Adjacent community facilities include the Live Oak Clubhouse of the Boys and Girls Club, Shoreline Middle School, Schwan Lake State Park and the planned Monterey Bay Sanctuary Scenic Rail Trail.

SCOPE OF SERVICES

This RFQ is intended to select an architectural-engineering team to prepare studies, develop plans and cost estimates for all phases of design and construction of this project. In the first phase of work, the consultant will be tasked with preparation of a feasibility study including assessment of the existing facilities, confirmation of the building programming, design studies, community meetings, cost estimates, concluding with a final building program, a final developed concept plan, cost estimate and financing plan and schedule. Future phases of work will include preliminary design, development permits, final design and construction documents, and construction administration services.

The scope of services outlined herein is presented as a preliminary scope of services to generally communicate the expectations for the provision of architectural and engineering services to be provided by the selected firm. A final scope of services will be negotiated with the selected consultant. The scope of services may consist of the following items, but are not limited to the following:

Phase One (Tasks 1 and 2):

1. FEASIBILITY STUDY

- a. Assess Existing Conditions and Building Systems. Review existing documentation and existing conditions to ascertain: inadequately documented and/or hidden building and site conditions; conditions which do not comply with the current requirements of the American with Disabilities Act, Title 24, and the building code; life expectancy of existing building systems; condition and capacity of existing site and building utilities; and other conditions which would impact development of the project. Hazardous material testing is not included in this scope of work. Prepare report(s) summarizing the findings.
- b. Review and document federal, state and local land use regulations applicable to the development of the project.

- c. Review the Conceptual Building Program, suggest revisions to the program based upon the consultants understanding of the project goals, existing facilities, available funding, and professional experience.
 - d. Facilitate stakeholder discussion of project priorities and criteria for evaluation of design alternatives such as: success achieving project program, overall strength of the design, overall budget, and fund raising potential.
 - e. Design Studies. Prepare no less than three (3) draft project alternatives including a rough order of magnitude cost estimate for each alternative. The architect shall prepare alternative concept sketches as necessary in order to convey design choices and shall coordinate with SCPL and the County to set priorities for the scope of work. Each draft project alternative shall include a site plan and floor plans. Evaluate the draft project alternatives based upon the project priorities and evaluation criteria. Facilitate stakeholder discussion of draft project alternatives and refine the alternatives as necessary based upon stakeholder input. At the conclusion of this task, in addition to a site plan and floor plans, prepare conceptual building elevations and other exhibits as necessary to illustrate the project design for each project alternative.
 - f. Engage Public Participation and Community Meetings. Prepare exhibits, presentation materials, and PowerPoint presentation and facilitate community meeting(s) to solicit input on the draft project alternatives. Refine the preferred project alternative based upon community input received at the community meeting. Facilitate a community meeting to present the preferred project alternative.
2. PREPARE FINAL DEVELOPED CONCEPT PLAN AND IMPLEMENTATION PLAN
- a. Prepare a final developed concept plan including floor plans, building elevations, building system narratives, site plan, and site utility system narratives in sufficient detail to convey all project elements and functional relationships of interior and exterior spaces, and for use in the preparation of cost estimates and a total project budget.
 - b. Coordinate preparation of a cost estimate. The cost estimate shall be prepared in sufficient detail to track library annex costs separate from other community center upgrade costs and to define features and cost estimates suitable for donor funding. The cost estimate shall include furniture, fixtures and equipment for the proposed improvements.

- c. Assist the County with development of a total project budget to include all costs for the design, permitting, construction and furniture, fixtures and equipment.
- d. Prepare an implementation plan for the recommended final developed concept plan to include project scope, budget and schedule.
- e. Meetings during this phase shall include a project kick off meeting, four (4) progress review meetings, two (2) evening community meetings, and a phase completion meeting. If requested, attend a meeting of the Board of Supervisors to present the final developed concept plan and implementation plan.

Phase 2 (Tasks 3 – 6):

3. SCHEMATIC/PRELIMINARY DESIGN & DEVELOPMENT PERMIT PHASE:

- a. The schematic/preliminary design documents shall build upon the final developed concept plan and convey the design of the project in sufficient detail for submittal to the County Planning Department for amendment of the original Coastal Development Permits for the Simpkins Swim and Community Center. Schematic/preliminary design plans shall include but is not limited to: preliminary civil engineering plans including grading and drainage, existing trees, and accessible path of travel; preliminary landscape plan; floor plans including accessibility of the interior areas and accessible path of travel, the materials to be used, the types of mechanical and electrical systems to be utilized; and exterior building elevations. The schematic/preliminary design phase plans shall be developed in sufficient detail for submittal to the County Planning Department for amendment of the original Coastal Development Permits for the Simpkins Swim and Community Center.
- b. Prepare reports and studies required for amendment of the Coastal Development Permits including but not limited to: preliminary stormwater management plan, geotechnical investigation and soils, traffic study, arborist, and biotic reports.
- c. The architect shall prepare sketches, exhibits, images, and material boards as necessary, and a PowerPoint presentation suitable for a community meeting presentation to convey and receive community input on the schematic/preliminary design prior to submittal of an application to amend the Coastal Development Permits.
- d. The architect shall identify opportunities and define features for project enhancements which may be suitable for donor funding and provide associated costs. The architect shall prepare a final donor package to include descriptions, sketches or illustrations, with cost for use by SCPL and the County.

- e. Public Agency Coordination. Coordinate with the Project Manager and agencies having jurisdiction as needed to secure an amendment to the Coastal Development Permits.
- f. Cost Estimate. A cost estimate shall be prepared for the construction work.
- g. Meetings during this phase shall include a Schematic/Preliminary Design Phase kick off meeting, review meetings, an evening community meeting, public hearing for approval of the amendment to the Coastal Development Permits, and a phase completion meeting.

4. CONSTRUCTION DOCUMENT PHASE:

- a. The Construction Documents shall set forth in detail the design, function and construction to be used for the project. The development of the Construction Documents shall be responsive to the Schematic/Preliminary phase comments. The documents shall be appropriate for and sufficiently descriptive to secure bids for constructing the project and to direct the Contractor in the construction of the project. Electronic copies of the documents shall be provided. Specifications will be in MS Word format.
- b. The Architect/Engineer shall be responsible for the technical correctness, code compliance, and internal document coordination of the project design documents.
- c. Bid alternates where provided shall be developed as an integral part of the Construction Document. Bid alternates shall be clearly delineated in the documents and shall be appropriately detailed to describe the nature of the completed project whether the bid alternate is taken or not.
- d. Design to Budget: The architect shall provide a base design targeted to 90% of the construction cost. Given the delay, rework and associated expense in addressing an overbid situation, an underbid result is desired. The Architect shall provide as part of this work additive bid alternate design enhancements for the project of approximately 5% of the construction cost budget. *It is the County's preference to seek the flexibility to be able to electively grow the project rather than to be compelled under time and budget pressures to extract costs.*
- e. Interior Design: Interior design finishes for floors, walls and ceilings and the design of built-in casework is a part of this work.
- f. Furnishings and Equipment: The architect shall develop a furniture layout and selection plan. Purchasing and installation of moveable furnishings and equipment generally depicted therein is not part of the services.

- g. Hazardous Materials Abatement: Within the architects own work, the architect shall reference and provide support for the coordination of the separate hazardous material abatement design documents prepared by others.
- h. Coordination with public utilities: The Architect shall coordinate with public utilities including preparing any necessary applications and supporting documents and calculations.
- i. Work performed by others: Within the architects own work, the architect shall reference and provide coordination of separate design documents prepared by others as necessary.
- j. The Architect/Engineer shall submit Construction Documents, final technical reports, and a Construction Cost Estimate.
- k. Public Agency Coordination. Secure Construction Document plan check or County building permits, and outside agency approvals for construction as needed.
- l. Meetings during this phase shall include a construction document phase kick off meeting, 50% and 95% complete plan review meetings, and a phase completion meeting.

5. BIDDING:

- a. The County will publically advertise and bid the construction documents consistent with County procedures. The final Construction Cost Estimate will be used to evaluate the bids.
- b. The design team will support the County in evaluating bids and in other administrative aspects of the construction bidding process.
- c. Duties may include attending pre-bid conference as subject matter expert, answering pre-bid Requests for Information, responding to questions, prepare addenda, review substitution requests, assisting with bid analysis including bid alternatives and unit pricing, and assisting in the pre-bid contractor interest campaign if needed.

6. CONSTRUCTION ADMINISTRATION:

The Architect/Engineer will provide ongoing consultation during construction including but not limited to: attending pre-construction meetings, reviewing and authorizing substitution requests, attending weekly County/Architect/Contractor meetings, responding to requests for information, issuing design bulletins as

necessary, reviewing submittals, providing peer review of the construction deliverables, providing clarification for questions related to the design documents, reviewing pay applications, reviewing change order requests, and performing activities related to Construction Administration as needed.

PROJECT SCHEDULE

A tentative project schedule is included as Attachment 1. The County intends for the Consultant to begin work upon award of the contract.

EVALUATION CRITERIA

A selection committee comprised of representatives of the County and SCPL will evaluate all submittals and select the respondent that (1) best meets the needs as set forth in the RFQ; (2) is best qualified; and (3) is best able to provide the requested services for a reasonable fee and within the time limits. Award of a contract is contingent upon approval from the Santa Cruz County Board of Supervisors.

Consultant selection will be based on evaluation of the following:

- Project approach and understanding of the requested services (20 points)
- Qualifications of staff and relevant experience with the requested professional services, completeness of project team (20 points)
- Past experience and performance on similar projects related to quality of work, cost control, client communication, and timeliness (20 points)
- Approach for providing a cost-effective design and for maintaining cost controls throughout the project (20 points)
- Ability to work effectively and lead a team design process with input from the County, SCPL and the community (20 points)

SUBMITTAL REQUIREMENTS

Each response shall include the information described in this section. Failure to include all of the elements specified may be cause for rejection. The submitted material should be succinct and focus on content that demonstrates experience and understanding in providing the requested consulting services. Additional information may be provided, but should also be succinct and relevant to the goals of this RFQ.

Cover Letter

A one page cover letter shall be provided with the following information:

- Title of the RFQ
- Name and mailing address of firm
- Contact person, telephone number, fax number, and email address
SCCDPW will use email to notify your firm of critical developments such as interview schedules, notification of selection/non-selection, etc.

The cover letter must be signed by an officer empowered by the Consultant to sign such material and thereby commit the Consultant to the obligations contained in the RFQ response. Further, the signing and submission of a response shall indicate the intention of the proposer to adhere to the provisions described in this RFQ and a commitment to enter a binding contract, if offered.

Responses submitted on behalf of a *Partnership* shall be signed in the firm name by a partner or the Attorney-In-Fact. If signed by the Attorney-In-Fact, there shall be attached to the response a Power-Of-Authority evidencing authority to sign proposals, dated the same date as the response and executed by all partners of the firm.

Responses which are submitted on behalf of a *Corporation* shall have the correct corporate name thereon and the actual signature of the authorized officer of the corporation written (not typed) below the corporate name. The title of the office held by the person signing for the corporation shall appear below the signature of the officer.

Responses which are submitted by an *Individual* doing business under a firm name ("dba") shall be signed in the name of the individual doing business under the proper firm name and style.

Firm's Qualifications

Describe the firm and provide a statement of the firm's qualifications for performing the requested consulting services. Indicate any specialized expertise relevant to libraries. Identify the services which would be completed by your firm's staff and those services typically provided by subconsultants. Identify subconsultants proposed to supplement your firm's staff.

Relevant Experience

Provide a summary of the firm's experience with similar projects. The summary should include a minimum of three related projects, including dates and brief descriptions of the projects (completed within the last 10 years).

Include references for three of the projects stated in your summary, including date of project, contact person and phone number, and a brief description of the project that clearly demonstrates your firm's abilities.

Describe your firm's past record on controlling fees, delivering projects within the project cost estimate, quality of work, and established schedules by citing at least three examples of comparable projects. Identify the client, project name, project cost estimate, actual project cost, original project schedule, and completion time of the project.

Team Qualifications

Provide a brief summary of the qualifications/experience of each team member, including length of service with the firm. Include the qualifications/experience of subconsultant staff on your project team. Provide an organization chart of the staff available for the project. Include a brief discussion of current project commitments and a table showing the percentage of time key staff members are available during the period of this contract (2017 through 2019).

Resumes

As an appendix to the response, provide resumes for each team member. No more than one page shall be used per resume, except for the principals, which may not exceed two pages each and no more than three principals may be listed (i.e. Project Manager, Principal in charge, etc.)

Project Plan

Provide as an attachment to the submittal, a narrative on how your firm would approach a scope of work for providing architectural, interior design, engineering, and cost estimating for the requested planning, design and construction administration support services described in this RFQ. Outline how your firm will interact with the County and SCPL during the course of the project. Describe how your firm can assure timely completion of such a project. A tentative schedule is included as an attachment. The Project Plan shall demonstrate the required knowledge and experience to complete the project. It should describe the anticipated requirements, approaches and methodology to be used, anticipated work to be performed, suggested approach and suggested schedule for completing the work, outcomes, and work products.

Fee Schedule

Include your fee schedule with the response. The fee schedule shall include billing rates for staff at the various levels which may perform work on the project as well as an estimate of direct and indirect fees and costs for Phase 1 (Tasks 1 and 2). Billing rates for subconsultants shall also be included, with markups if applicable.

The fee schedule shall be submitted in a separate sealed envelope and will not be opened until the technical review of your proposal has been completed.

Format

Each response to this RFQ shall not exceed 12 pages (double sided is acceptable for a total of 6 physical pages). Sheets 11x17 in size are acceptable for exhibits, maps, drawings, etc., if needed, and will be counted as one page. Any attachments/appendixes (such as resumes and the Project Approach) will not be counted as part of the 12-page response limit.

STANDARD TERMS AND CONDITIONS

Standard Consulting Agreement:

The Consultant selected to provide the scope of services shall sign the County's standard *Independent Contractor Agreement (Design Professionals)*, and will be required to provide evidence of insurance for the coverage specified in the agreement. A sample of this agreement is attached to this RFG. The final scope of work and fee will be negotiated and included in the agreement, in accordance with the fee schedule provided by the consultant in response to this RFQ. By submitting a proposal for the work, the Consultant agrees to be bound by the sample agreement form for the contract.

Indemnification and Insurance Requirements:

Refer to Attachment A5, sample Independent Contractor Agreement paragraphs 7 and 8 for indemnification and insurance requirements. SCCPDW reserves the right to withhold payments to the Consultant or cancel the Contract in the event of non-compliance with the insurance requirements provided herein. CONTRACTOR agrees to provide its insurance broker(s) with a full copy of these insurance requirements and provide COUNTY on or before the effective date of this contract Certificates of Insurance for all required coverages.

If you do not currently carry the type/limit of insurance stated herein, please submit your RFQ with any differences clearly noted. Indicate if you would be able to obtain the proposed insurance.

Proprietary Information:

All information appearing within and as attached to a response is public information and may be subject to public inspection. Any proprietary information must be clearly marked as such and submitted in a separate sealed envelope and referenced only within the body of the response. The County and the Public Works Department are subject to the

California Public Records Act (CPRA) and the California Public Contract Code, and cannot guarantee that proprietary materials submitted under seal will remain confidential.

Nondiscrimination:

The SCCDPW does not unlawfully discriminate in violation of any federal, state or local law, rule or regulation because of race, religious creed, color, national origin, ancestry, physical or mental disability, medical condition, genetic information, pregnancy related condition, marital status, gender/sex, sexual orientation, gender identity, gender expression, age (over 40), political affiliation or belief, or military and veteran status.

No person shall be excluded from participation in, denied benefits of, discriminated against in the admission or access to, or discriminated against in treatment or employment in the SCCDPW's contracted programs or activities on the grounds of disability, age, race, color, religion, sex, national origin, or any other classification protected by federal or California State constitutional or statutory law. Additionally, no person shall be excluded from participation in, denied benefits of, or otherwise subjected to discrimination in the performance of contracts with the SCCDPW or in the employment practices of the SCCDPW's proposers. Accordingly, all proposers entering into contracts with the SCCDPW shall, upon request, be required to show proof of such nondiscrimination and to post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

Protest and Appeals Procedures:

Respondents are referred to the Attachments for the Department of Public Works Protest and Appeals Procedures.

SELECTION PROCEDURE

It is the intent of the County to select and contract with a consultant team led by an architect for these services.

The County shall select the Consultants based on the following procedure:

- Receive and evaluate the responses and develop a short list of the top two to three consultants.
- If necessary, select and notify the consultants on the short list to be interviewed.
- Develop final ranking of the Consultants.
- One Consultant will be selected and negotiations will be initiated.
- Notify the Consultants of the results.

Consultants will be chosen based on qualifications and the quality of their response.

The SCCDPW reserves the right to contract with additional consultants. The SCCDPW reserves the right to reject any and all responses to this RFQ and to take other actions as outlined in the Reservations attached to this RFQ

SUBMITTAL INSTRUCTIONS

Only that information specifically requested shall be submitted. If a Consultant recognizes a more efficient method of accomplishing specific tasks or items, the Consultant's fees shall reflect the SCCDPW's requested work, and the cost increase/savings for the more efficient method shall be noted separately.

If you wish to be considered for this solicitation, submit five (5) hard copies and one (1) memory stick/USB drive of your response by 5:00 p.m., on January 18, 2018 to:

Betsey Lynberg
Director of Capital Projects
County of Santa Cruz Department of Public Works
701 Ocean Street, Room 410
Santa Cruz, CA 95060

Also, provide an electronic copy of your response stored on a memory stick/USB drive (not including the contents inside the sealed Fee Schedule envelope) in PDF format.

The successful firms shall be required to enter into an *Independent Contractor Agreement (Design Professionals)* with SCCDPW for the work to be performed. A sample *Independent Contractor Agreement (Design Professionals)* is included with this Request for Qualifications. The consultant shall state in the submitted response that the firm has reviewed the *Independent Contractor Agreement (Design Professionals)*, will meet all of the terms and conditions if selected by the SCCDPW for the requested services, and will be able to sign the agreement as-is with no changes.

A copy of this Request for Qualifications is available for viewing and download on the Santa Cruz County's website at www.ebidboard.com. Please contact Betsey Lynberg at Betsey.Lynberg@santacruzcounty.us or assistance using the website if needed. All questions regarding the RFQ must be submitted **in writing**. Questions shall be submitted to Betsey Lynberg at Betsey.Lynberg@santacruzcounty.us. Addendums, if necessary, will be posted on the aforementioned website.

Attachment A1

TENTATIVE PROJECT SCHEDULE

PHASE	TENTATIVE TIMEFRAME
Phase 1	
Feasibility Study & Developed Concept Plan	April - October 2018
Phase 2	
Schematic/Preliminary Design	November 2018 – February 2019
Development Permit (by County)	March – August 2019
Construction Documents and Approvals	August 2019 – January 2020
Bid & Award	February - April 2020
Construction	April 2020 – April 2021

Conceptual Program Statement

Goals

- Create a learning environment which serves all ages and provide gathering spaces which encourage intergenerational activities
- Provide learning facilities not available at the existing Live Oak Library branch that are free to the public
- Locate the facility in a central location accessible to the Live Oak community
- Design the facility to function in partnership with other community organizations maximizing the opportunities for collaborative and engaging programming as well as providing the most efficient use of resources and personnel
- Leverage past investment in existing community institutions

Annex Location

Simpkins Swim and Community Center, 979 17th Avenue, Santa Cruz, California, 95062.

Measure S Funded Facilities - Program

Comfortable Seating and Gathering Spaces (about 1500 square feet)

The purpose of this space is to provide a casual, comfortable space that can be used by individuals and small groups for reading and conversation with access to some library materials and technology.

This space is conceived to be in a central location visible from the front desk, and convenient to the program room and the café.

It is intended to accommodate about 20 to 30 people

Furnishings to be flexible to accommodate individuals and small groups with comfortable chairs and seating and cafe tables with seating for up to 2-4 people

Wall space fitted with art hanging system for rotating art display

Finishes that will allow users to eat and drink in the area

WiFi and plug in connectivity

Wireless print station

Provide opportunities to purchase healthy snacks and food

Public desk top/Computers (4-6) on a counter with an additional PAC (Library Catalog) computer

Self check-out station for library materials

Twelve linear feet of shelving

Classroom (about 750 square feet)

The classroom program space is conceived as a space for story time, meetings, trainings and classes and other louder activities. Locate in proximity to comfortable seating and gathering space, and with consideration of front desk control.

It is intended to accommodate up to 30 people seated at tables.

Carpet

White Board and/or Smart Board with ability to accommodate 3D printers, laser cutters or other maker equipment in the future

Flexible tables and chairs

Coat hooks.

Television

WiFi

Storage for computer carts, exercise equipment

Counter/credenza with storage underneath

Small Group Study Room(s) (about 225 square feet each)

2 rooms located adjacent to the comfortable seating and gathering space that can be used by 6-8 people for study, projects, and meetings.

Furnished with a flexible table and chairs

Visible from comfortable seating and gathering space but sound controlled by glass wall or other appropriate treatment

WiFi and plug in connectivity

Outdoor Space

Enlarge existing patio or locate a new space for a flexible outdoor space for gatherings and performances, other programming, yoga, Pilates or similar types of active engagement.

Small amphitheater with built in stage and tiered seating or planned for bring your own chair.

Provide electrical and portable amplification

Electrical outlets

WiFi accessibility

Access & Links

Create central arrival – focal point between the swim-community center-annex and the Boys and Girls Club. Consider options for providing secure environment

Locate a place for regular visits of the book mobile and bike mobile (Kermit), near the comfortable seating and gathering space

Existing Circle - reclaim area and re-configure parking at circle for construction of a ground floor addition and adjacent outdoor spaces

New curbside drop off pick up for 2 cars

Maintain maintenance vehicle access to east end of building

Strengthen pedestrian and visual links between Simpkins and Boys and Girls Club so that it operates/reads as a campus of community services

Potential physical link, ie a bridge or other type of connector

Strengthen pedestrian access through parking lot and from the future rail-trail connecting to Shoreline Middle School

Identify parking spaces to replace spaces lost at the circle and new spaces as possible by re-stripping or re-configuring the existing lot

Bring fiber/ Cenic to the site

For Consideration of Measure S Funding Participation

Large Program Room (existing community room with Learning Center Access)

The large program room is conceived to be of similar size and function as the existing community room. It is intended to be a flexible space that can accommodate a variety of activities including: large meetings, trainings, classes, and special events.

Storage for tables and chairs, exercise equipment

Flexible tables and chairs

Fitted with 96 inch television

Wifi with 1G connection to Cenic

Folding glass doors that provide access to outdoor spaces which can be used in conjunction with the large program room

Proximity to the kitchen

Non-Measure S Funded Facilities

Enterprise Kitchen and Café

Renovate the existing commercial kitchen to better accommodate food service & culinary training and classes, and to operate in conjunction with small indoor and outdoor café space. Develop with potential for cooking classes for the public and students.

The café shall include check-out counter/window and multiple public access points

Furnished with interior tables and chairs for about 15 people

Access to exterior patio with additional tables and chairs

Proximity to comfortable seating and gathering space

Child Care (about 750 to 900 square feet)

Classroom size day care facility for up to 30 children

Restroom; storage closet; counter with sink, dishwasher and microwave

Furnished with flexible chairs, tables and indoor play equipment

Locate in proximity to the library annex

Exercise equipment/weight Room (size to be determined)

Room to provide (fill in types of equipment) for up to (fill in #) of people

Locate adjacent to or in proximity to uses requiring payment.

Cover Warm Water Pool

Freestanding roofed structure to provide permanent all-weather cover

Potential for cover that opens and closes depending on weather

Cover Boys and Girls Club Basketball Court

Freestanding roofed structure to provide a permanent all-weather cover

Attachment A3

Plans of Simpkins Swim and Community Center

LIVE OAK COMMUNITY/
SWIM CENTER

COUNTY OF SANTA CRUZ

STRUCTURAL,
MECHANICAL &
ELECTRICAL

Ove Arup and Partners
901 MARKET STREET, SUITE 260
SAN FRANCISCO, CA 94103
(415) 957-9445
FAX: (415) 957-9096

CIVIL

Mesiti-Miller Engineering
224 WALNUT AVENUE
SANTA CRUZ, CA 95060
(408) 426-3186
FAX: (408) 426-6607

POOL

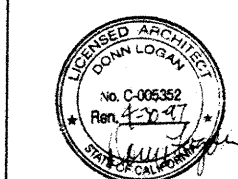
Coursin/Hunsaker & Associates
4969 AMBS ROAD
ST. LOUIS, MO 63128
(314) 894-1245
FAX: (314) 894-0109

LANDSCAPE

Royston Hamamoto Alley & Abey
225 MILLER AVENUE
MILL VALLEY, CA 94542-0937
(415) 383-7900
FAX: (415) 383-1433

RECREATIONAL

The Sports Management Group
438 VERMONT AVENUE
BERKELEY, CA 94707
(510) 528-1271
FAX: (510) 528-1274



- 25 JUNE 95 BID SET
- 3 JUNE 96 RB-BID PRICING
- 18 JAN 96 BID
- 11 AUG 95 PERMIT

SITE PLAN &
OCCUPANCY/
AREA DIAGRAMS

50 METER

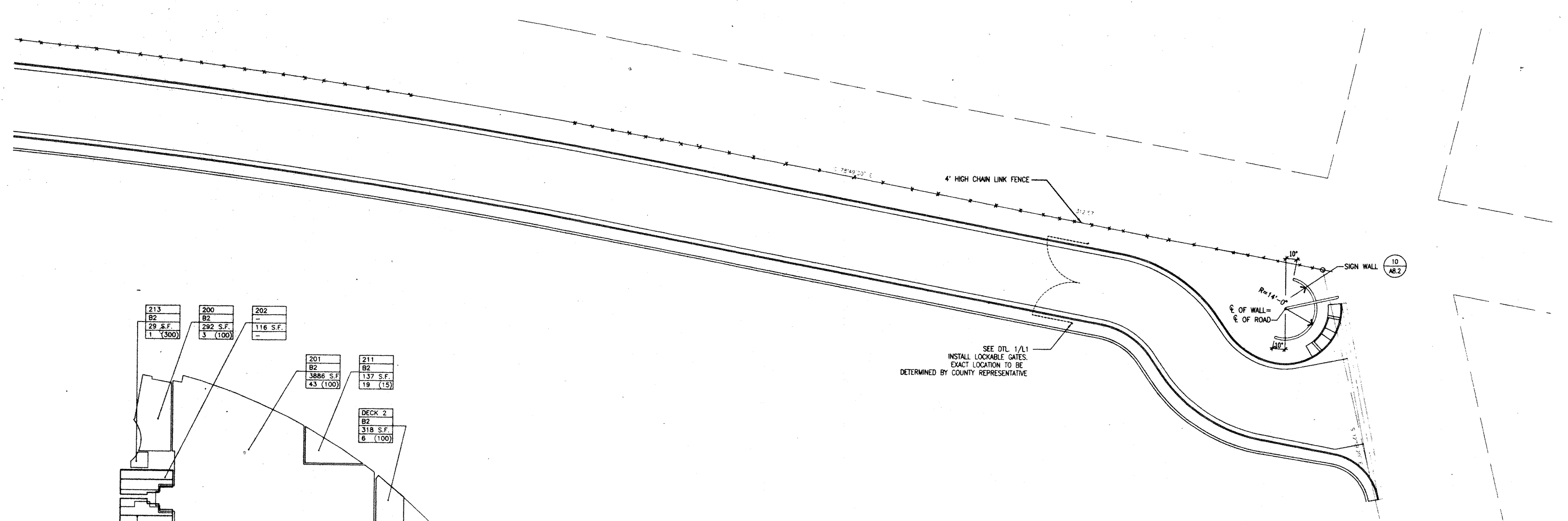
PROJECT NUMBER:
9222

DATE:
11 AUG 95

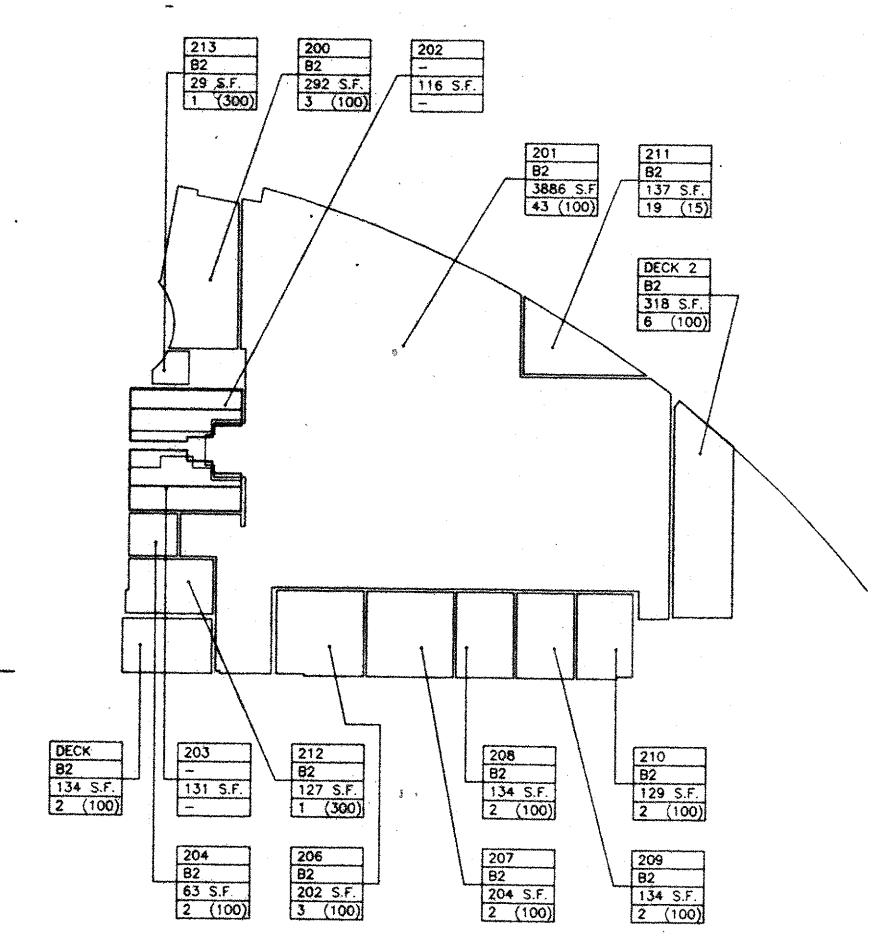
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1" = 20'

Sheet Number:
A1.1

North Arrow



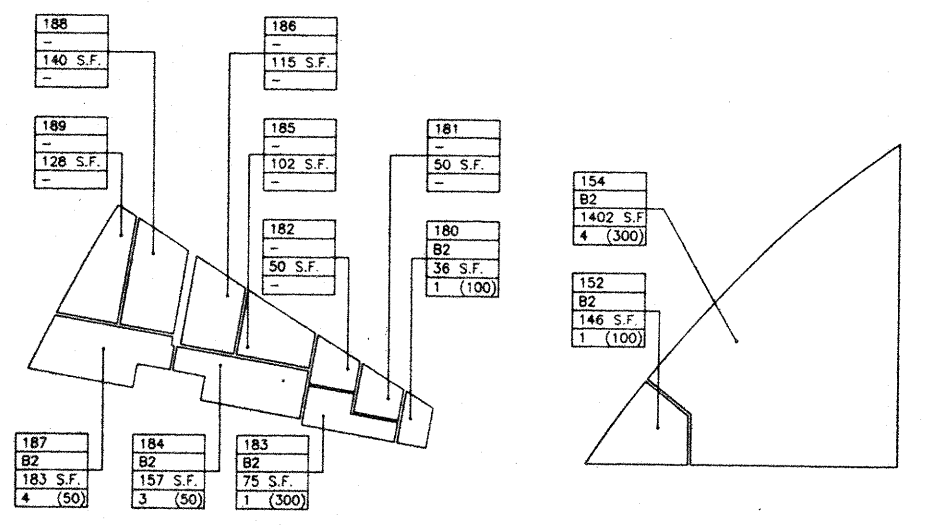
3 SITE PLAN
1" = 20'-0"



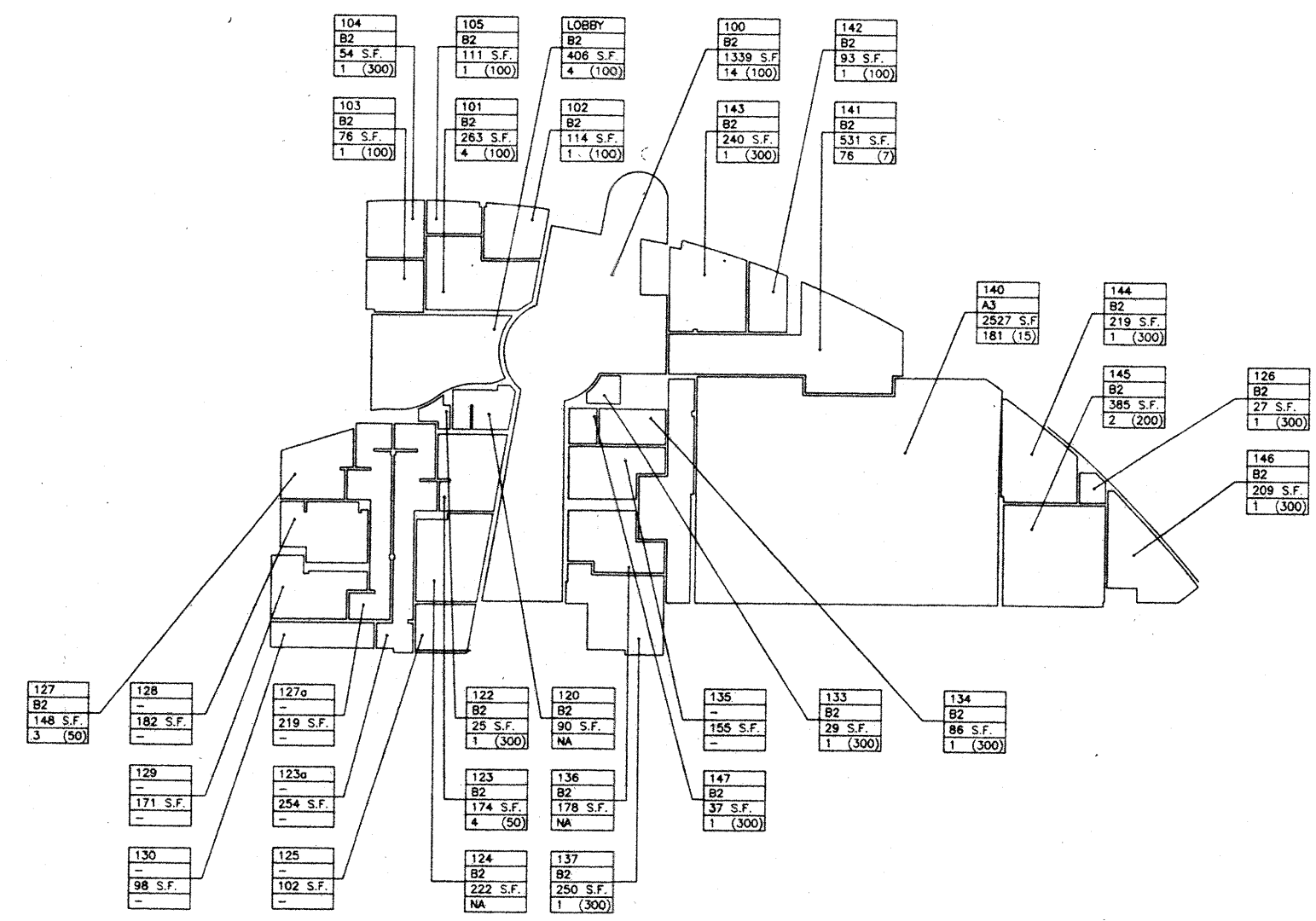
2 SECOND FLOOR OCCUPANCY AND AREA DIAGRAM
1/16" = 1'-0"

BUILDING GROSS AREA SUMMARY

FIRST FLOOR	10,740 SF
SECOND FLOOR	6,265 SF
WEST CHANGING RMS.	1,278 SF
POOL EQUIP. BLDG.	1,649 SF
TOTAL ENCLOSED SPACE	19,932 SF
DECKS	
COVERED OUTDOOR SPACE	452 SF
TOTAL UNENCLOSED SPACE	706 SF
	1,158 SF



1 FIRST FLOOR OCCUPANCY AND AREA DIAGRAM
1/16" = 1'-0"



LEGEND

ROOM #	
OCCUPANCY	
SQUARE FEET	
OCCUPANTS (x)	

* OCCUPANT LOAD FACTOR

E L S
ELBASANI & LOGAN ARCHITECTS

2040 ADDISON STREET
 BERKELEY, CA 94704
 PHONE 510/549-2929

LIVE OAK COMMUNITY/ SWIM CENTER

COUNTY OF SANTA CRUZ

STRUCTURAL, MECHANICAL & ELECTRICAL

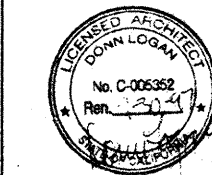
Ove Arup and Partners
 901 MARKET STREET, SUITE 260
 SAN FRANCISCO, CA 94103
 (415) 957-9445
 FAX: (415) 957-9096

CIVIL
Mesiti-Miller Engineering
 224 WALNUT AVENUE
 SANTA CRUZ, CA 95060
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POOL
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 4969 AMBS ROAD
 ST. LOUIS, MO 63128
 (314) 894-1245
 FAX: (314) 894-0109

LANDSCAPE
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 HILL VALLEY, CA 94022-0937
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 FAX: (415) 383-1433

RECREATIONAL
The Sports Management Group
 43 B VERMONT AVENUE
 BERKELEY, CA 94707
 (510) 528-1271
 FAX: (510) 528-1274



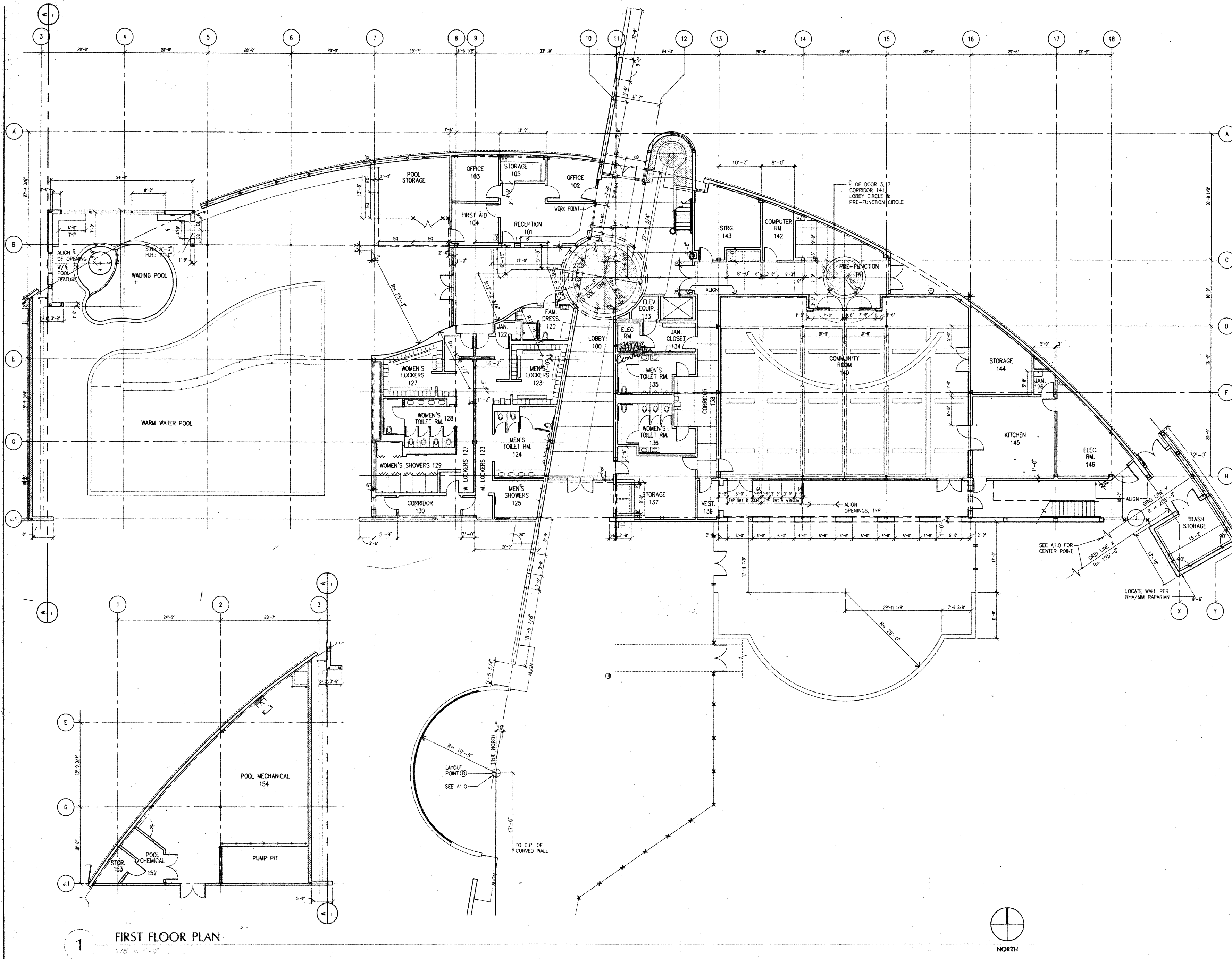
25 JUNE 96	BID SET
3 JUNE 96	RE-BID PRICING
18 JAN 96	BID
11 ADO 95	PERMIT

DIMENSION CONTROL PLAN - FIRST FLOOR

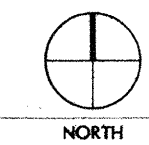
50 METER

PROJECT NUMBER:	9222
DATE:	11 AUG 95
SCALE:	1/8" = 1'-0"

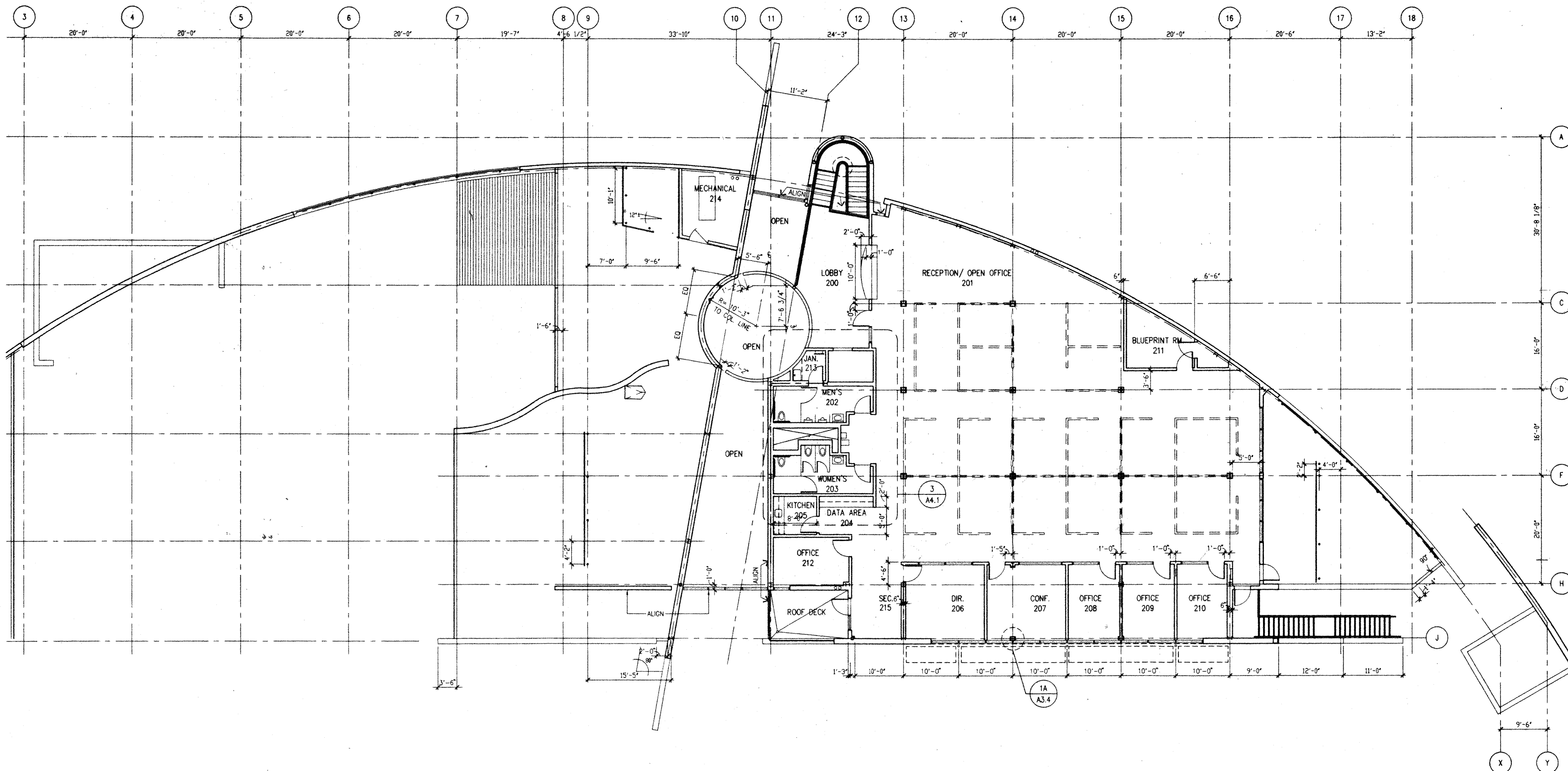
A2.1a



1 FIRST FLOOR PLAN
 1/8" = 1'-0"



130235042-14 106 Jun 18 11:02:41 1995



1 SECOND FLOOR PLAN
1/8" = 1'-0"



E L S
ELBASANI & LOGAN ARCHITECTS
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BERKELEY, CA 94704
PHONE 510/549-2929

LIVE OAK COMMUNITY/ SWIM CENTER

COUNTY OF SANTA CRUZ

STRUCTURAL, MECHANICAL & ELECTRICAL

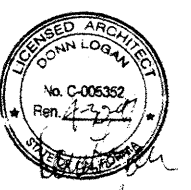
Ove Arup and Partners
901 MARKET STREET, SUITE 260
SAN FRANCISCO, CA 94103
(415) 957-9445
FAX: (415) 957-9096

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SANTA CRUZ, CA 95060
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(314) 894-1245
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MILL VALLEY, CA 94942-0937
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FAX: (415) 383-1433

RECREATIONAL
The Sports Management Group
438 VERMONT AVENUE
BERKELEY, CA 94707
(510) 528-1271
FAX: (510) 528-1274



25 JUNE 95	BID SET
3 JUNE 96	RE-BID PRICING
18 JAN 96	BID
11 AUG 95	PERMIT

DIMENSION CONTROL PLAN - SECOND FLOOR

50 METER
PROJECT NUMBER: 9222
DATE: 11 AUG 95
SCALE: 1/8" = 1'-0"
A2.2a

LIVE OAK
COMMUNITY/
SWIM
CENTER

COUNTY OF SANTA CRUZ

STRUCTURAL,
MECHANICAL &
ELECTRICAL

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25 JUN 96	BD SET
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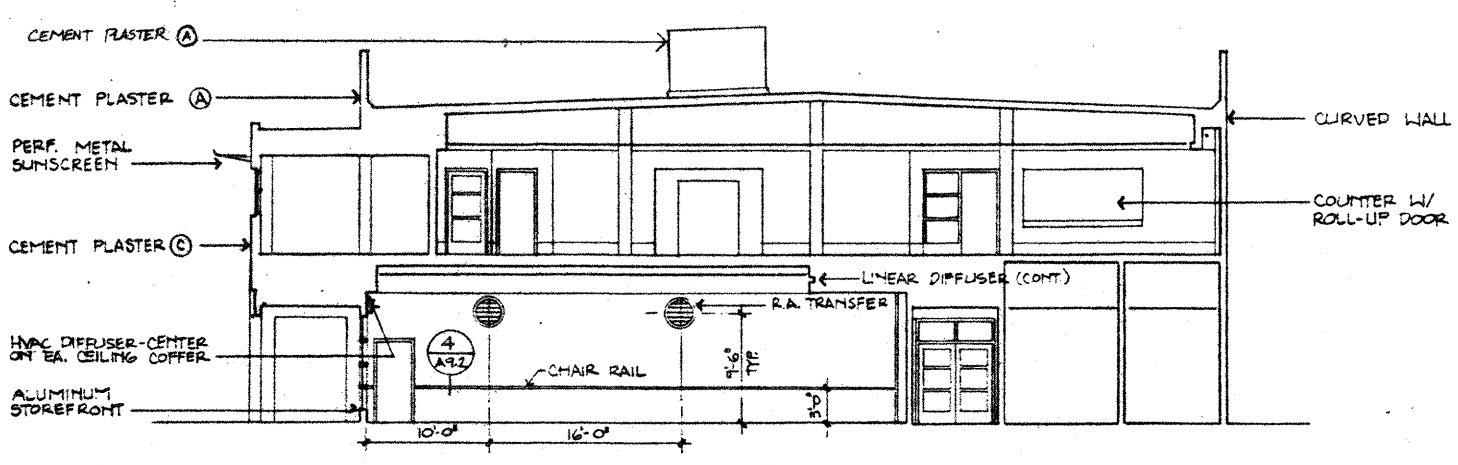
BUILDING
SECTIONS/
ELEVATIONS

50 METER

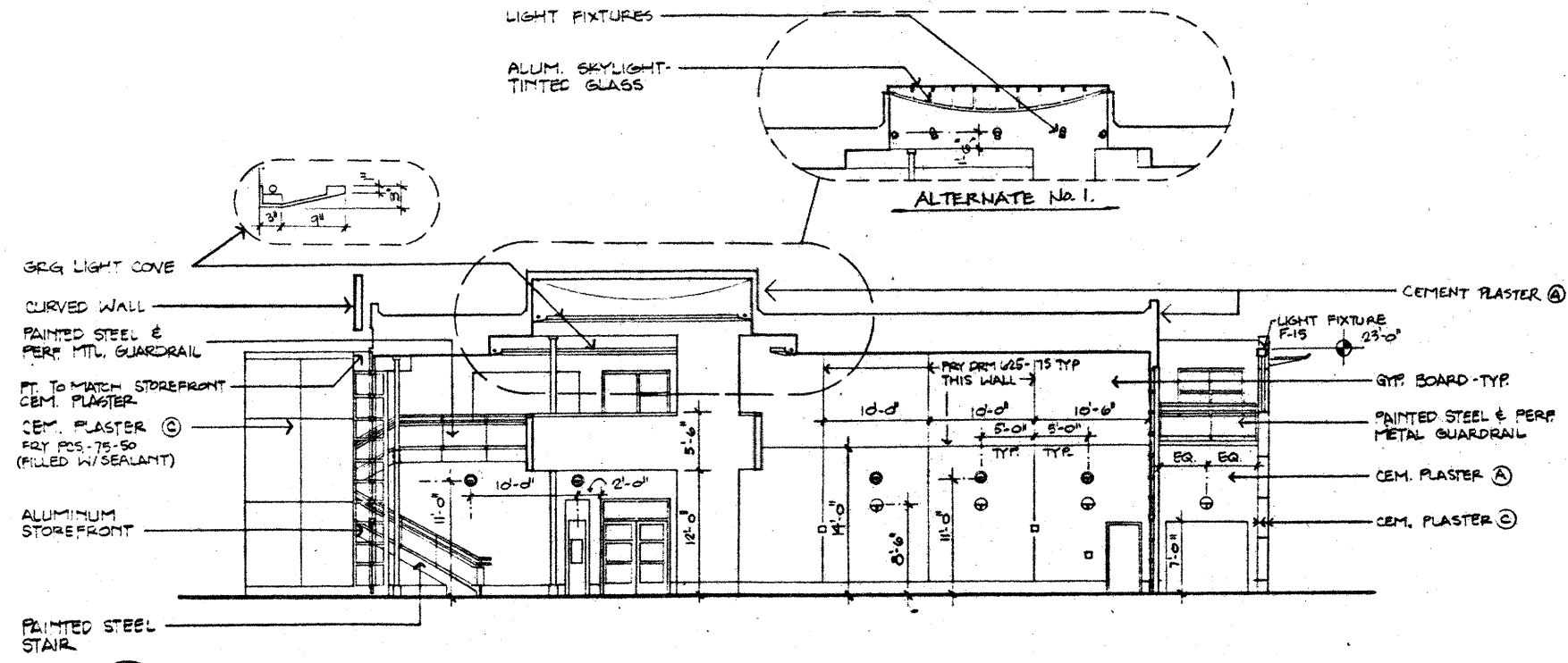
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DATE:
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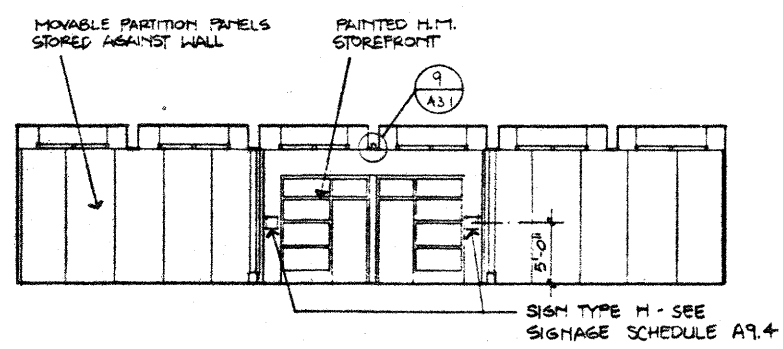
SCALE:
1/8" = 1'-0"



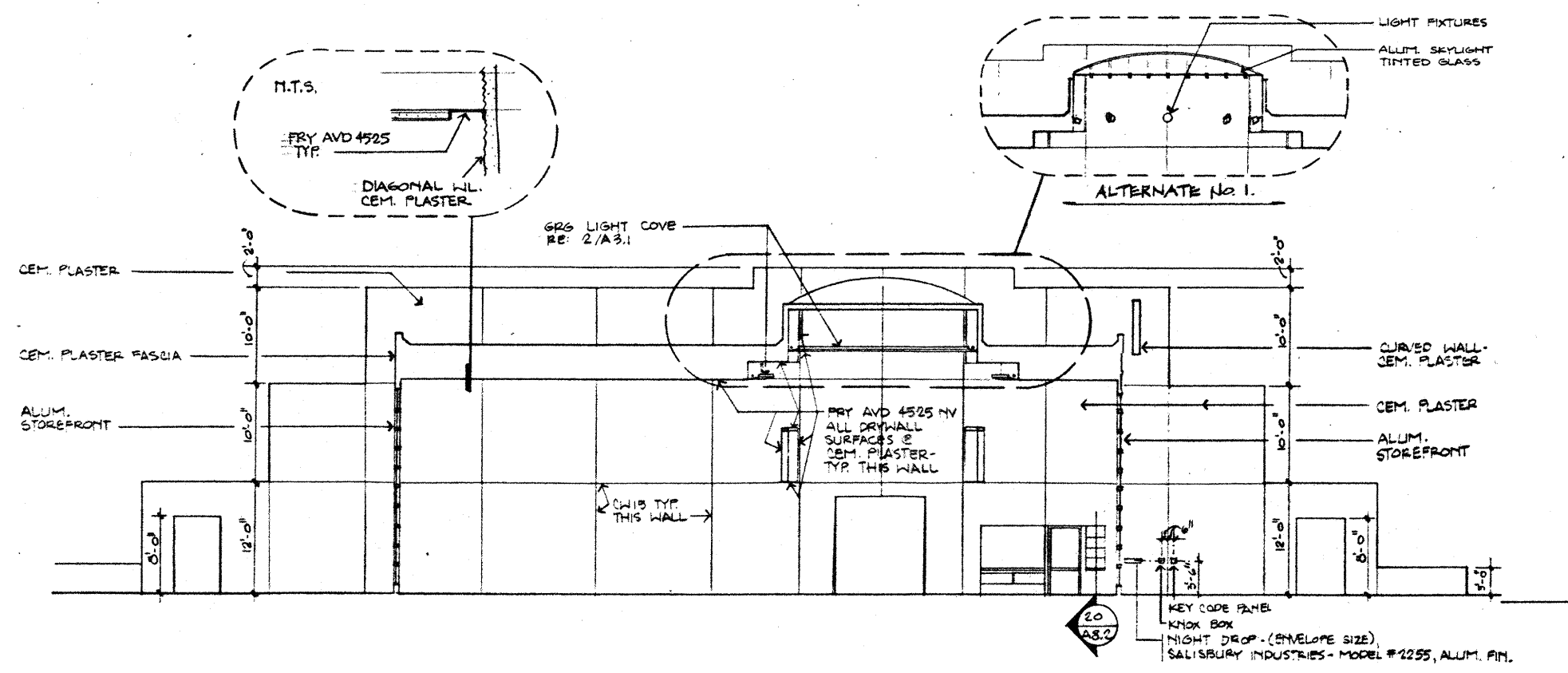
1 Offices / Community Room
Section Looking West 1/8" = 1'-0"



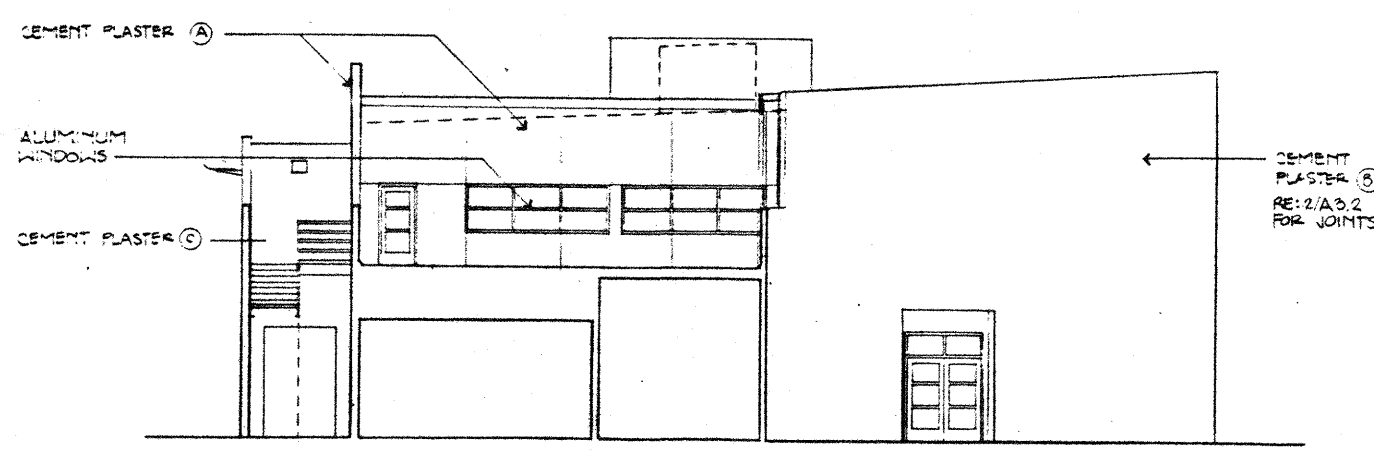
2 Lobby
Section Looking East 1/8" = 1'-0"



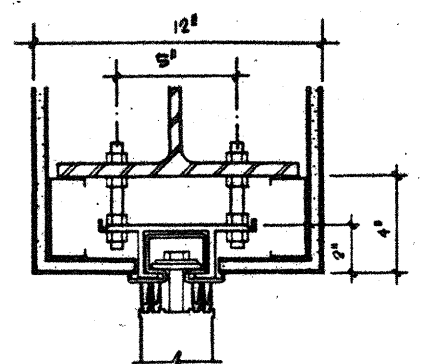
3 Community Room
Section Looking North 1/8" = 1'-0"



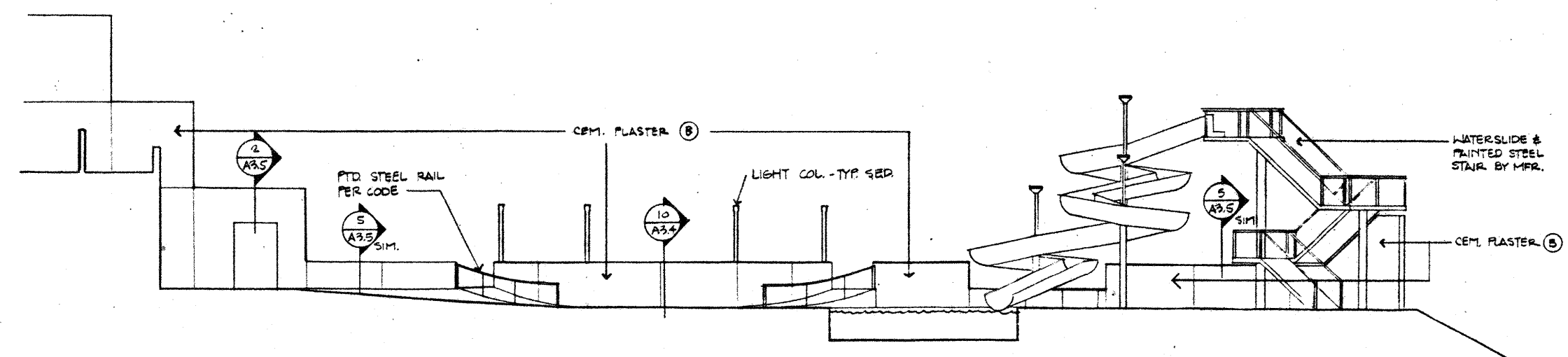
4 Lobby
Section Looking West 1/8" = 1'-0"



6 Partial East Elevation
Looking West 1/8" = 1'-0"



9 Operable Wall Track Detail
3/8" = 1'-0"



10 Concession Seating / Slide
Section Looking East 1/8" = 1'-0"

LIVE OAK COMMUNITY/ SWIM CENTER

COUNTY OF SANTA CRUZ

STRUCTURAL, MECHANICAL & ELECTRICAL

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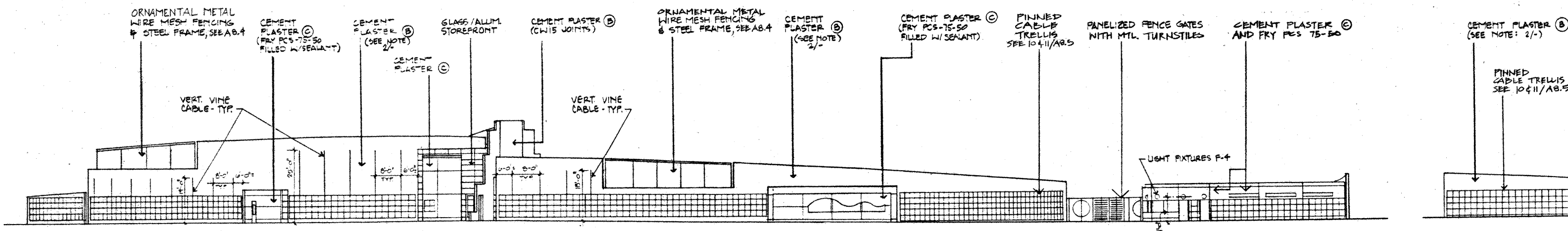
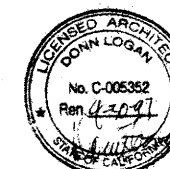
Cousins/Hansaker & Associates
4969 A AMBROS ROAD
ST. LOUIS, MO 63128
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FAX: (415) 383-1433

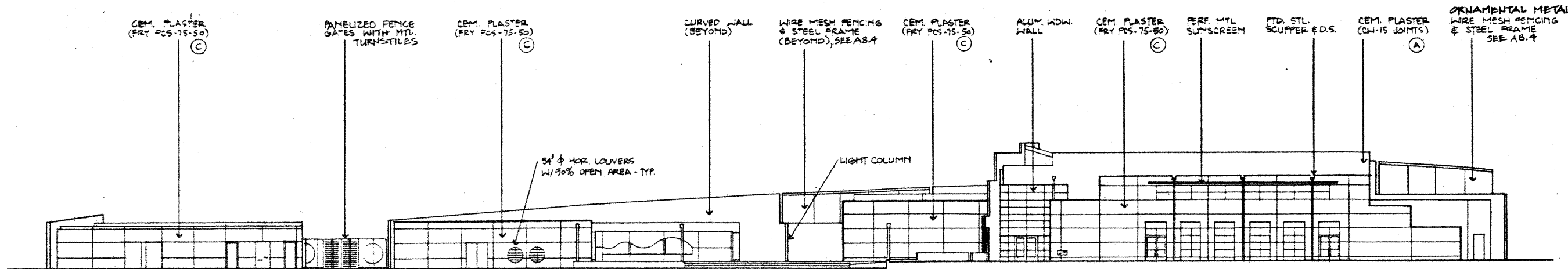
RECREATIONAL

The Sports Management Group
438 VERMONT AVENUE
BERKELEY, CA 94707
(510) 526-1271
FAX: (510) 526-1274



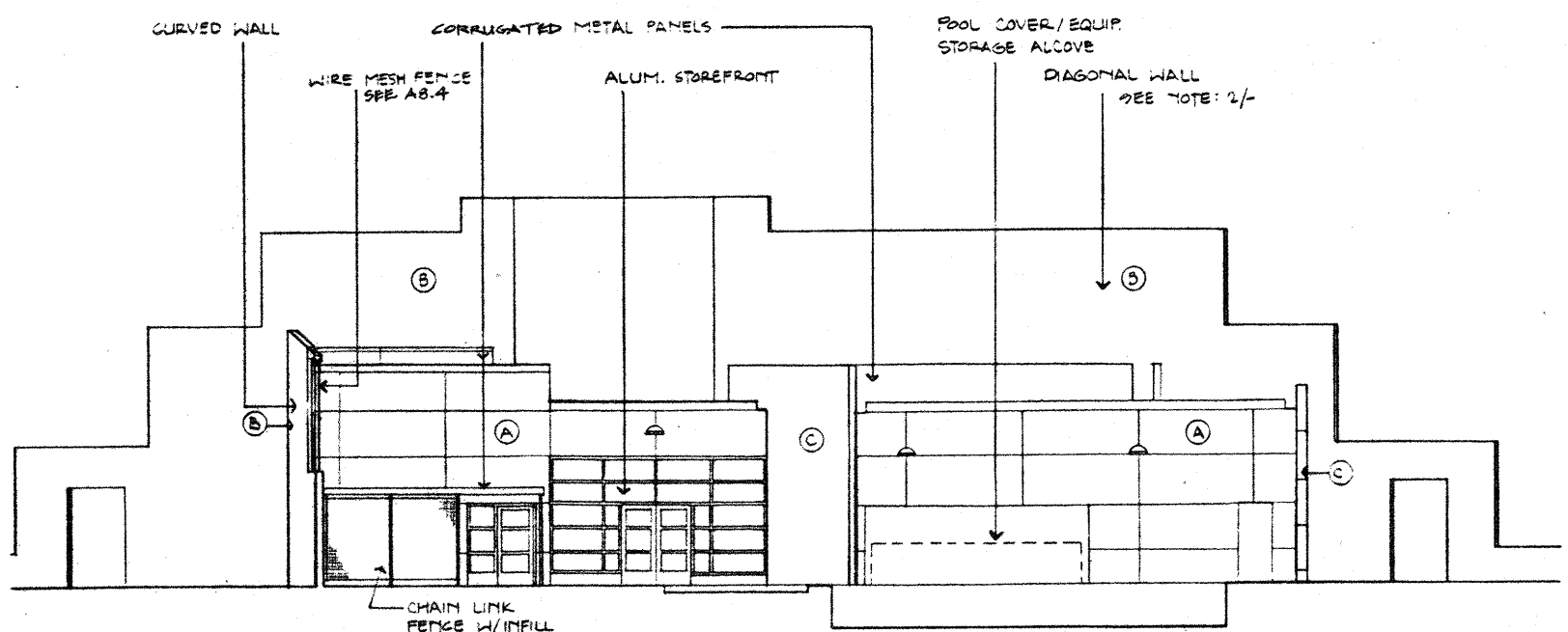
1 North Elevation 1/16" = 1'-0"

4 West Elevation

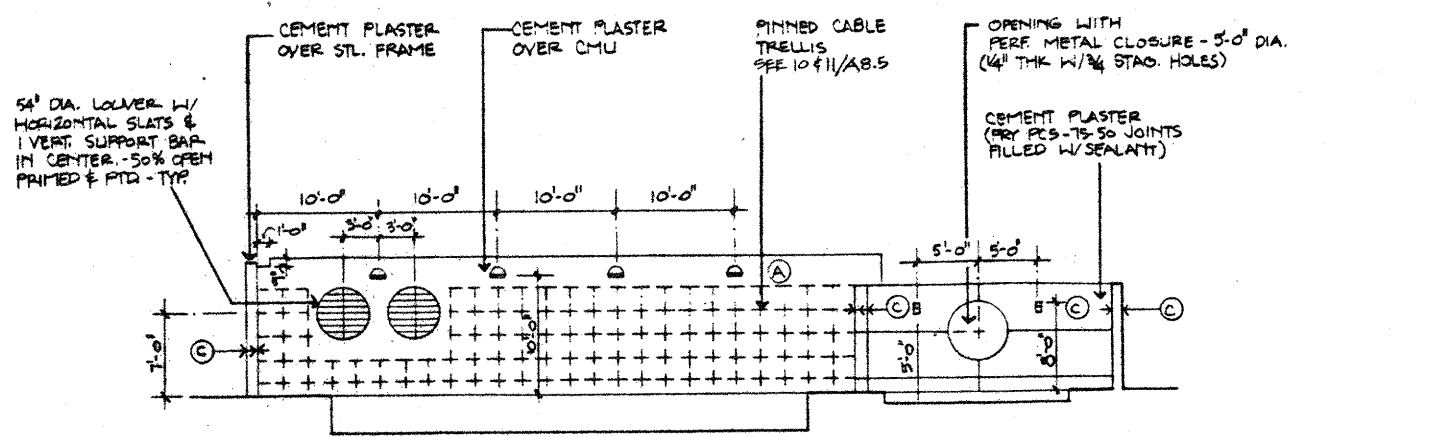


2 South Elevation 1/16" = 1'-0"

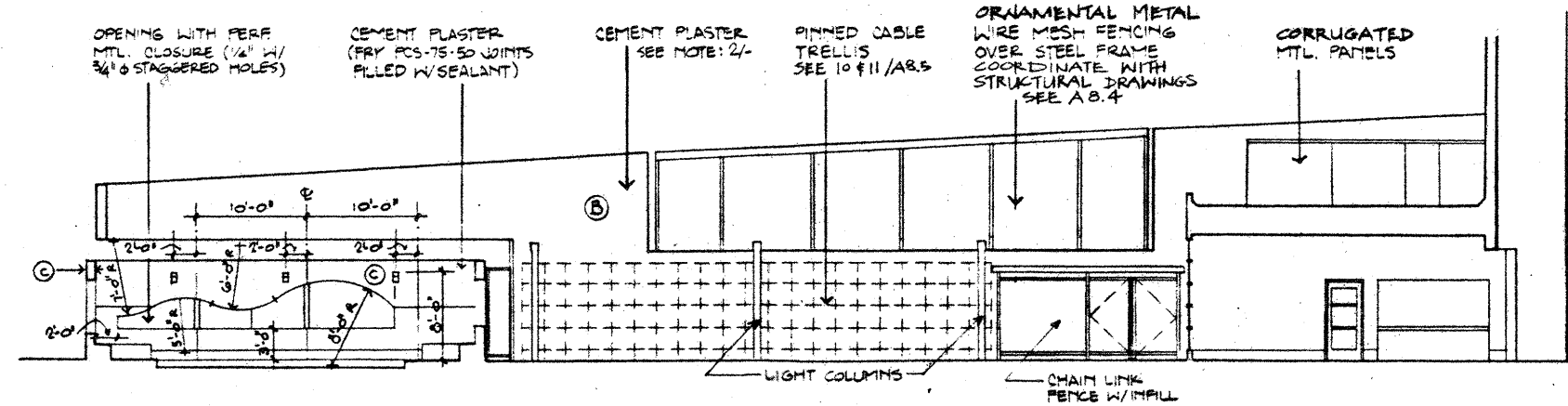
NOTE:
ALL CEMENT PLASTER WALLS TO HAVE CH-15 JOINTS (U.O.M.) @ 10'-0" X 10'-0" MAX. SPACING. ARCHT. TO DECIDE EXACT LOCATION IN THE FIELD.



3 Recreational Pool Section Looking East 1/8" = 1'-0"



5 Recreational Pool Section Looking West 1/8" = 1'-0"



6 Recreational Pool/Lobby Arcade Section Looking North 1/8" = 1'-0"

25 JUN 96	BD SET
3 JUL 96	RE-BID PRICING
18 JAN 96	RE-BID
11 AUG 95	PERMIT

BUILDING SECTIONS/ELEVATIONS	
50 METER	
PROJECT NUMBER:	9222
DATE:	
SCALE:	1/8" = 1'-0"
	A3.2



**SITE PLAN / STAGING AND PHASING
 SCOPE OF WORK SUMMARY AND AREA LOCATION**

RENOVATION
SIMPKINS FAMILY SWIM CENTER
 979 17TH AVENUE
 SANTA CRUZ, CA. 95062-4170

REVISIONS

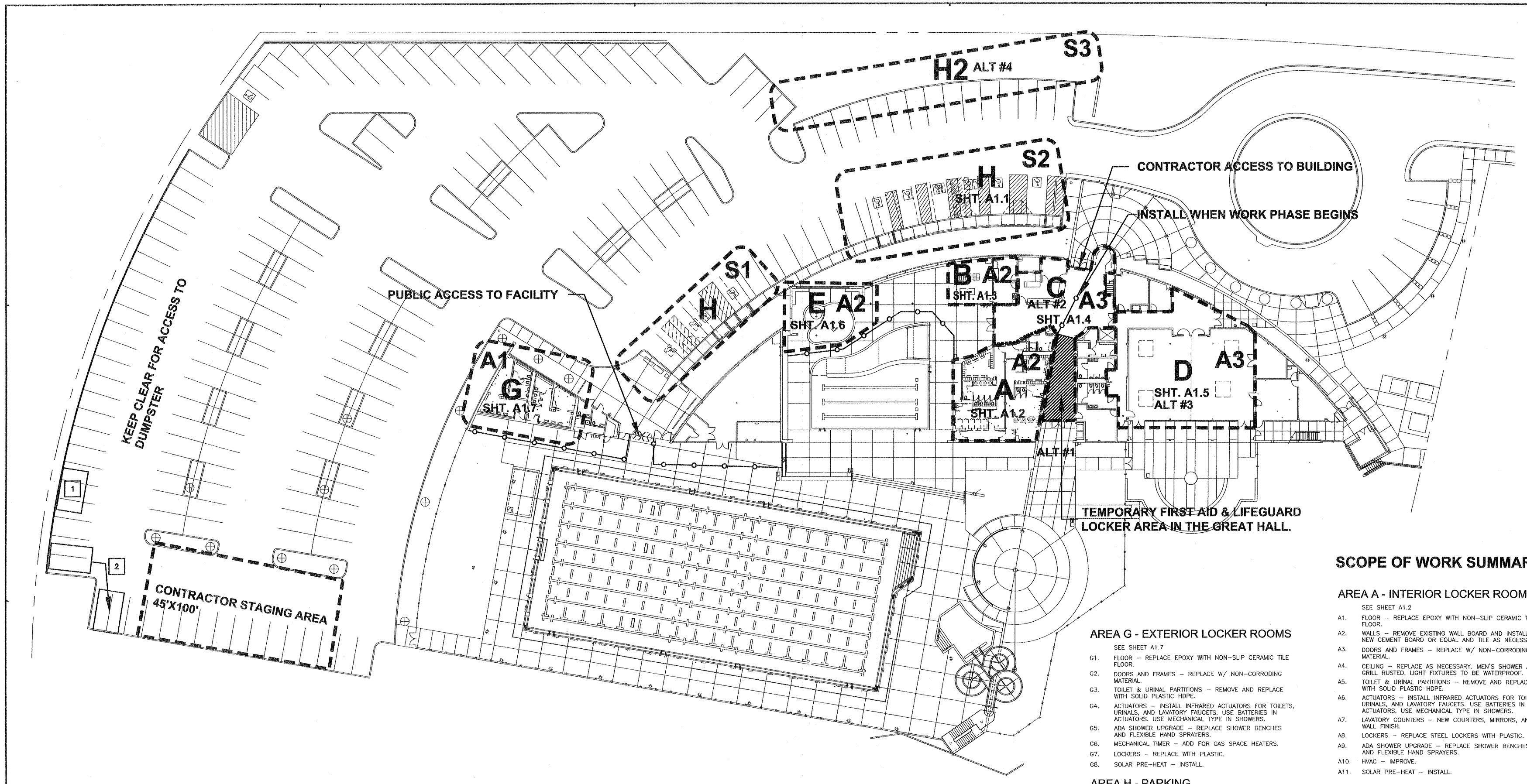
NO.	ITEM	DATE

CLIENT APPROVAL:

DRAWN BY: _____
 CHECKED BY: JKB
 JOB NO: 2604 DATE: 25 JUNE 2007

A1.0

BID SET 05/02/2008



PHASES OF WORK

PHASE	AREA (1)	SCOPE ITEMS (2)	COMMENT
1	S1 & A1	H1 PARTIAL, & G	PUBLIC TO USE INTERIOR LOCKER ROOMS
2	S2 & A2	H1 PARTIAL, A, B, C4, & E	PUBLIC TO USE EXTERIOR LOCKER ROOMS
3	S3 & A3	H2, C (EXCEPT C4), CD, & D	TEMPORARY FIRST AID & LIFEGUARD MOVES INTO (N) AREA CREATED IN PHASE 2.

NOTES

- S = SITE WORK, A = ARCHITECTURAL WORK
- INSTALL TEMPORARY CONSTRUCTION FENCE AT BEGINNING OF PHASE.

—○—○—○— TEMPORARY CONSTRUCTION FENCE

KEYNOTES #

- (E) STORAGE CONTAINER TO REMAIN.
- GARBAGE DUMPSTER. MOVE TO (N) LOCATION. MAINTAIN ACCESS.

AREA G - EXTERIOR LOCKER ROOMS

- SEE SHEET A1.7
- FLOOR - REPLACE EPOXY WITH NON-SLIP CERAMIC TILE FLOOR.
 - DOORS AND FRAMES - REPLACE W/ NON-CORRODING MATERIAL.
 - TOILET & URINAL PARTITIONS - REMOVE AND REPLACE WITH SOLID PLASTIC HDPE.
 - ACTUATORS - INSTALL INFRARED ACTUATORS FOR TOILETS, URINALS, AND LAVATORY FAUCETS. USE BATTERIES IN ACTUATORS. USE MECHANICAL TYPE IN SHOWERS.
 - ADA SHOWER UPGRADE - REPLACE SHOWER BENCHES AND FLEXIBLE HAND SPRAYERS.
 - MECHANICAL TIMER - ADD FOR GAS SPACE HEATERS.
 - LOCKERS - REPLACE WITH PLASTIC.
 - SOLAR PRE-HEAT - INSTALL.

AREA H - PARKING

- SEE SHEET A1.1
- ADA PARKING STALLS - MODIFY ALL ADA PARKING STALLS AND DRAINAGE AS NECESSARY FOR 2% MAX. SLOPE CURRENTLY IT IS 4%. ADD 2 ADA PARKING STALLS.
 - HILLSIDE DRAINAGE - MITIGATE WATER RUNOFF OVER PARKING CURB. (ALT 4)

ADDITIVE ALTERNATES WORK
(REFER TO ABOVE FOR SUB-AREAS)

- SUB AREA C2 - SOUTH ENTRANCE CANOPY. (NOTE: NORTH ENTRANCE CANOPY INCLUDED IN BASE BID.)
- SUB AREA C4 - FIRST AID RM 104 RENOVATION.
- SUB AREA D1 - COMMUNITY ROOM 140 FLOORING.
- SUB AREA H2 - HILLSIDE WATER RUNOFF MITIGATION.

SCOPE OF WORK SUMMARY

AREA A - INTERIOR LOCKER ROOMS

- SEE SHEET A1.2
- FLOOR - REPLACE EPOXY WITH NON-SLIP CERAMIC TILE FLOOR.
 - WALLS - REMOVE EXISTING WALL BOARD AND INSTALL NEW CEMENT BOARD OR EQUAL AND TILE AS NECESSARY.
 - DOORS AND FRAMES - REPLACE W/ NON-CORRODING MATERIAL.
 - CEILING - REPLACE AS NECESSARY. MEN'S SHOWER AIR GRILL RUSTED. LIGHT FIXTURES TO BE WATERPROOF.
 - TOILET & URINAL PARTITIONS - REMOVE AND REPLACE WITH SOLID PLASTIC HDPE.
 - ACTUATORS - INSTALL INFRARED ACTUATORS FOR TOILETS, URINALS, AND LAVATORY FAUCETS. USE BATTERIES IN ACTUATORS. USE MECHANICAL TYPE IN SHOWERS.
 - LAVATORY COUNTERS - NEW COUNTERS, MIRRORS, AND WALL FINISH.
 - LOCKERS - REPLACE STEEL LOCKERS WITH PLASTIC.
 - ADA SHOWER UPGRADE - REPLACE SHOWER BENCHES AND FLEXIBLE HAND SPRAYERS.
 - HVAC - IMPROVE.
 - SOLAR PRE-HEAT - INSTALL.

AREA B - LIFEGUARD ROOMS

- SEE SHEET A1.3
- LIFEGUARD STATION - ENCLOSE EXISTING OPEN STRUCTURE WITH WALLS AND ROOF. REQUIRES PLUMBING, HVAC, ELECTRICITY, PHONE, & DATA, SINK, MICROWAVE, AND REFRIGERATOR, ETC. ATTACH TO (E) FIRE SPRINKLER SYSTEM.

AREA C - LOBBY & OFFICES

- SEE SHEET A1.4
- NORTH ENTRY DOOR CANOPY.
 - SOUTH ENTRY DOOR CANOPY. (ALT 1)
 - CARPET - INSTALL INDOOR-OUTDOOR CARPET IN LOBBY AND INDICATED OFFICES. USE WATERPROOF ADHESIVE.
 - FIRST AID RM CASEWORK (ALT 2)
 - LOBBY SEATING AREA - ADD FIXED BENCH

AREA D - COMMUNITY ROOM

- SEE SHEET A1.5
- FLOOR - RE-TILE FLOORING BOTH ROOMS AND WATERPROOF. TEST FLOOR FOR MOISTURE CONTENT. (ALT 3)

AREAS C & D - AUTOMATIC ENTRY DOORS

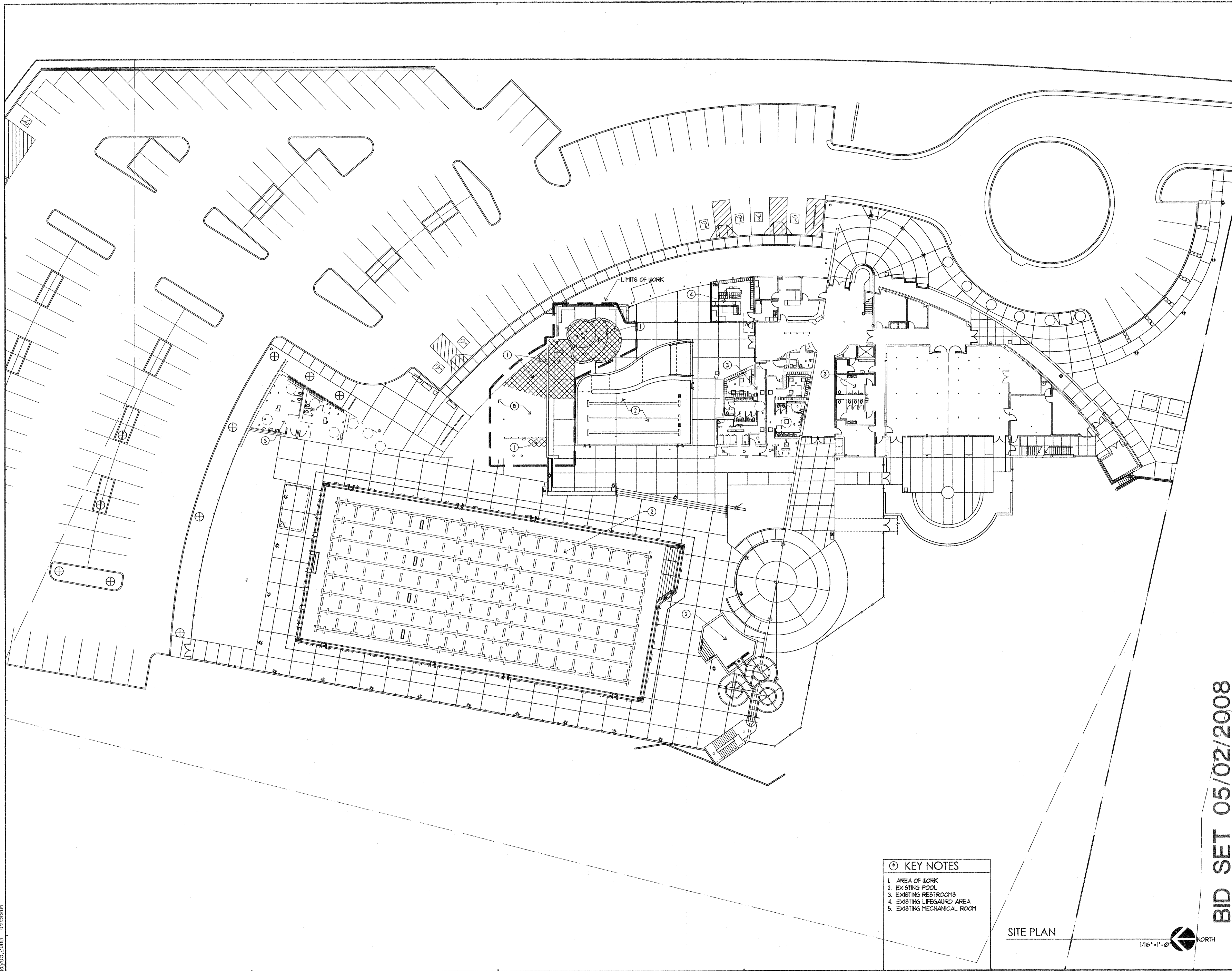
- SEE SHEETS A1.4 & A1.5
- ENTRY DOOR AUTOMATIC OPENERS - INSTALL (N) MECHANICAL OPENERS AT SOUTH AND EAST ENTRIES. REPLACE (E) PNEUMATIC ACTUATOR AT NORTH ENTRY WITH (N) MECHANICAL ACTUATOR.

AREA E - WATER FEATURE

- SEE SHEET A1.6
- NEW WATER FEATURE - CREATE ADA ACCESSIBLE WATER FEATURE AND REPLACE EXISTING "MUSHROOM" FEATURE.

AREA F - NOT USED

S:\MAP PROJECTS\SANTA CRUZ - SIMPKINS\SP0-2 SITE PLAN.DWG
 16/05/2008 09:58am



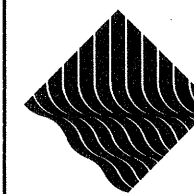
- KEY NOTES
1. AREA OF WORK
 2. EXISTING POOL
 3. EXISTING RESTROOMS
 4. EXISTING LIFE SAVER AREA
 5. EXISTING MECHANICAL ROOM

SITE PLAN

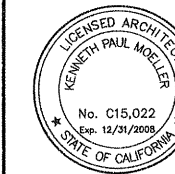
1/16"=1'-0" NORTH

BID SET 05/02/2008

Sugimura & Associates Architects
 Architecture • Interiors
 Landscape Architecture
 2155 South Bascom Avenue, Suite 200
 Campbell, CA 95008
 408-879-0600 Fx. 408-377-6066
 COPYRIGHT © 2005 Sugimura & Associates Architects



ARCH-PAC
 2182 - SUITE D
 CAMINO VINO ADRIAL
 CARLSBAD, CA 92001
 TEL: 760-432-1200
 FAX: 760-432-1204



SITE PLAN

RENOVATION
SIMPKINS FAMILY SWIM CENTER
 979 17TH AVENUE
 SANTA CRUZ, CA. 95062-4170

REVISIONS

NO.	ITEM	DATE

CLIENT APPROVAL:
 DRAWN BY:
 CHECKED BY:
 JOB NO. DATE:
 2604 25 JUNE 2007

SP0-2

OF ## SHEETS

Attachment A4

Photographs of Simpkins Swim and Community Center









Contract No. _____

INDEPENDENT CONTRACTOR AGREEMENT
(DESIGN PROFESSIONALS)

This Contract, which is effective on the date it is fully executed, is between the COUNTY OF SANTA CRUZ, hereinafter called COUNTY, and (enter contractor name), hereinafter called CONTRACTOR. The parties agree as follows:

1. **DUTIES.** CONTRACTOR agrees to exercise special skill, in accordance with customary and ordinary professional practices and principles accepted in the industry, to accomplish the following results: (enter scope of work) for the County of Santa Cruz (enter department name) Department (hereinafter “the project”).

2. **COMPENSATION.** In consideration for CONTRACTOR accomplishing said result, COUNTY agrees to pay CONTRACTOR as follows: Payment not to exceed \$(enter amount of contract), processed for payment in full after project completion, receipt of invoice, and approval of project manager [OR] after receipt and project manager approval of monthly invoices based upon the amount of actual progress achieved during the preceding month.

3. **TERM.** The term of this Contract shall be: (first date of contract) through (last date of contract), or completion of the project, whichever is later.

4. **DESIGN DOCUMENTS.** All design documents prepared by CONTRACTOR shall comply with applicable laws, statutes, ordinances, codes, rules and regulations. Original design drawings and specifications are the property of CONTRACTOR; however, COUNTY shall be furnished with reproductions of drawings and specifications produced pursuant to this Contract. Reproductions shall be the property of the COUNTY, which may use them without CONTRACTOR’s permission for any purpose relating to the project, including construction of the work of improvement.

5. **SCHEDULE.** CONTRACTOR shall complete the project as expeditiously as is consistent with professional skill and care, and the prompt, orderly progress of the project. The total amount of compensation accounts for time necessary for review and revision of design drawings and specifications by COUNTY and other entities or authorities with jurisdiction over the project, if any, and no additional compensation shall be due for delays attributable thereto. No additional services or work made necessary, in whole or in part, by any fault or omission of CONTRACTOR to perform its duties, responsibilities or obligations under this Contract, shall be compensated as extra work.

6. **EARLY TERMINATION.** COUNTY may terminate this Contract at any time by giving thirty (30) days’ written notice to the CONTRACTOR. CONTRACTOR may terminate this Contract only for cause, after providing COUNTY thirty (30) days’ written notice and opportunity to cure, specifying in detail the cause for termination.

7. **INDEMNIFICATION FOR DAMAGES, TAXES AND CONTRIBUTIONS.**
To the fullest extent permitted by applicable law, CONTRACTOR shall exonerate, indemnify, defend, and hold harmless COUNTY (which for the purpose of paragraphs 7 and 8 shall include, without limitation, its officers, agents, employees and volunteers) from and against:

A. Any and all claims, demands, losses, damages, defense costs, or liability of any kind or nature which COUNTY may sustain or incur or which may be imposed upon it which arise out of, pertain to, or relate to CONTRACTOR'S negligence, recklessness, or willful misconduct under the terms of this Agreement. Such indemnification includes any damage to the person(s), or property(ies) of CONTRACTOR and third persons.

B. Any and all Federal, State, and Local taxes, charges, fees, or contributions required to be paid with respect to CONTRACTOR and CONTRACTOR'S officers, employees and agents engaged in the performance of this Contract (including, without limitation, unemployment insurance, social security and payroll tax withholding).

8. INSURANCE. CONTRACTOR, at its sole cost and expense, for the full term of this Contract (and any extensions thereof), shall obtain and maintain, at minimum, compliance with all of the following insurance coverage(s) and requirements. Such insurance coverage shall be primary coverage as respects COUNTY and any insurance or self-insurance maintained by COUNTY shall be considered in excess of CONTRACTOR'S insurance coverage and shall not contribute to it. If CONTRACTOR normally carries insurance in an amount greater than the minimum amount required by the COUNTY for this Contract, that greater amount shall become the minimum required amount of insurance for purposes of this Contract. Therefore, CONTRACTOR hereby acknowledges and agrees that any and all insurances carried by it shall be deemed liability coverage for any and all actions it performs in connection with this Contract. Insurance is to be obtained from insurers reasonably acceptable to the COUNTY.

If CONTRACTOR utilizes one or more subcontractors in the performance of this Contract, CONTRACTOR shall obtain and maintain Contractor's Protective Liability insurance as to each subcontractor or otherwise provide evidence of insurance coverage from each subcontractor equivalent to that required of CONTRACTOR in this Contract, unless CONTRACTOR and COUNTY both initial here ____ / ____.

A. Types of Insurance and Minimum Limits

(1) Workers' Compensation Insurance in the minimum statutorily required coverage amounts. This insurance coverage shall be required unless the CONTRACTOR has no employees and certifies to this fact by initialing here _____.

(2) Automobile Liability Insurance for each of CONTRACTOR'S vehicles used in the performance of this Contract, including owned, non-owned (e.g. owned by CONTRACTOR'S employees), leased or hired vehicles, in the minimum amount of \$500,000 combined single limit per occurrence for bodily injury and property damage. This insurance coverage is required unless the CONTRACTOR does not drive a vehicle in conjunction with any part of the performance of this Contract and CONTRACTOR and COUNTY both certify to this fact by initialing here ____ / ____.

(3) Comprehensive or Commercial General Liability Insurance coverage at least as broad as the most recent ISO form CG 00 01, with a minimum limit of \$1,000,000 per occurrence and \$2,000,000 aggregate, including coverage for: (a) products and completed operations; (b) bodily and personal injury, (c) broad form property damage, (d) contractual liability, and (e) cross-liability.

(4) Professional Liability Insurance in the minimum amount of \$_____ combined single limit, if, and only if, this Subparagraph is initialed by CONTRACTOR and COUNTY ____ / ____.

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B. Other Insurance Provisions

(1) If any insurance coverage required in this Contract is provided on a “Claims Made” rather than “Occurrence” form, CONTRACTOR agrees that the retroactive date thereof shall be no later than the date first written above (in the first paragraph on page 1), and that it shall maintain the required coverage for a period of three (3) years after the expiration of this Contract (hereinafter “post Contract coverage”) and any extensions thereof. CONTRACTOR may maintain the required post Contract coverage by renewal or purchase of prior acts or tail coverage. This provision is contingent upon post Contract coverage being both available and reasonably affordable in relation to the coverage provided during the term of this Contract. For purposes of interpreting this requirement, a cost not exceeding 100% of the last annual policy premium during the term of this Contract in order to purchase prior acts or tail coverage for post Contract coverage shall be deemed to be reasonable.

(2) All policies of Comprehensive or Commercial General Liability Insurance shall be endorsed to cover the County of Santa Cruz, its officials, employees, agents and volunteers as additional insureds with respect to liability arising out of the work or operations and activities performed by or on behalf of CONTRACTOR, including materials, parts or equipment furnished in connection with such work or operations. Endorsements shall be at least as broad as ISO Form CG 20 10 11 85, or both CG 20 10 10 01 and CG 20 37 10 01, covering both ongoing operations and products and completed operations.

Should CONTRACTOR fail to obtain such an endorsement to any policy required hereunder, CONTRACTOR shall be responsible to provide at least thirty (30) days’ notice (10 days for nonpayment of premium) of cancellation of such policy to the COUNTY as a material term of this Contract.

(3) All required insurance policies shall be endorsed to contain the following clause: “This insurance shall not be canceled until after thirty (30) days’ (10 days for nonpayment of premium) prior written notice has been given to:

Santa Cruz County
[Enter Department Name]
Attn: [Enter Department Contact]
701 Ocean Street, [Enter Room number]
Santa Cruz, CA 95060

Should CONTRACTOR fail to obtain such an endorsement to any policy required hereunder, CONTRACTOR shall be responsible to provide at least thirty (30) days’ notice (10 days for nonpayment of premium) of cancellation of such policy to the COUNTY as a material term of this Contract.

(4) CONTRACTOR agrees to provide its insurance broker(s) with a full copy of these insurance provisions and provide COUNTY on or before the effective date of this Contract with Certificates of Insurance and endorsements for all required coverages. However, failure to obtain the required documents prior to the work beginning shall not waive the CONTRACTOR’s obligation to provide them. All Certificates of Insurance and endorsements shall be delivered or sent to:

Santa Cruz County
[Enter Department Name]
Attn: [Enter Department Contact]

701 Ocean Street, [Enter Room number]
Santa Cruz, CA 95060

(5) CONTRACTOR hereby grants to COUNTY a waiver of any right of subrogation which any insurer of said CONTRACTOR may acquire against the COUNTY by virtue of the payment of any loss under such insurance. CONTRACTOR agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the COUNTY has received a waiver of subrogation endorsement from the insurer.

9. EQUAL EMPLOYMENT OPPORTUNITY. During and in relation to the performance of this Contract, CONTRACTOR agrees as follows:

A. The CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, color, creed, religion, national origin, ancestry, physical or mental disability, medical condition (including cancer-related and genetic characteristics), marital status, sexual orientation, age (over 18), veteran status, gender, pregnancy, or any other non-merit factor unrelated to job duties. Such action shall include, but not be limited to, the following: recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, selection for training (including apprenticeship), employment, upgrading, demotion, or transfer. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notice setting forth the provisions of this non-discrimination clause.

B. If this Contract provides compensation in excess of \$50,000 to CONTRACTOR and if CONTRACTOR employs fifteen (15) or more employees, the following requirements shall apply:

(1) The CONTRACTOR shall, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to race, color, creed, religion, national origin, ancestry, physical or mental disability, medical condition (including cancer-related and genetic characteristics), marital status, sexual orientation, age (over 18), veteran status, gender, pregnancy, or any other non-merit factor unrelated to job duties. Such action shall include, but not be limited to, the following: recruitment; advertising, layoff or termination, rates of pay or other forms of compensation, selection for training (including apprenticeship), employment, upgrading, demotion, or transfer. In addition, the CONTRACTOR shall make a good faith effort to consider Minority/Women/Disabled Owned Business Enterprises in CONTRACTOR'S solicitation of goods and services. Definitions for Minority/Women/Disabled Owned Business Enterprises are available from the COUNTY General Services Purchasing Division.

(2) In the event of the CONTRACTOR'S non-compliance with the non-discrimination clauses of this Contract or with any of the said rules, regulations, or orders said CONTRACTOR may be declared ineligible for further contracts with the COUNTY.

(3) The CONTRACTOR shall cause the foregoing provisions of subparagraphs 9B(1) and 9B(2) to be inserted in all subcontracts for any work covered under this Contract by a subcontractor compensated more than \$50,000 and employing more than fifteen (15) employees, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

10. INDEPENDENT CONTRACTOR STATUS. CONTRACTOR and COUNTY have reviewed and considered the principal test and secondary factors below and agree that CONTRACTOR is an independent contractor and not an employee of COUNTY. CONTRACTOR is responsible for all insurance (workers' compensation, unemployment, etc.) and all payroll related taxes. CONTRACTOR is not entitled to any employee benefits. COUNTY agrees that CONTRACTOR shall have the right to control the manner and means of accomplishing the result contracted for herein.

PRINCIPAL TEST: The CONTRACTOR rather than COUNTY has the right to control the manner and means of accomplishing the result contracted for.

SECONDARY FACTORS: (a) The extent of control which, by agreement, COUNTY may exercise over the details of the work is slight rather than substantial; (b) CONTRACTOR is engaged in a distinct occupation or business; (c) In the locality, the work to be done by CONTRACTOR is usually done by a specialist without supervision, rather than under the direction of an employer; (d) The skill required in the particular occupation is substantial rather than slight; (e) The CONTRACTOR rather than the COUNTY supplies the instrumentalities, tools and work place; (f) The length of time for which CONTRACTOR is engaged is of limited duration rather than indefinite; (g) The method of payment of CONTRACTOR is by the job rather than by the time; (h) The work is part of a special or permissive activity, program, or project, rather than part of the regular business of COUNTY; (i) CONTRACTOR and COUNTY believe they are creating an independent contractor relationship rather than an employer-employee relationship; and (j) The COUNTY conducts public business.

It is recognized that it is not necessary that all secondary factors support creation of an independent contractor relationship, but rather that overall there are significant secondary factors that indicate that CONTRACTOR is an independent contractor.

By their signatures on this Contract, each of the undersigned certifies that it is his or her considered judgment that the CONTRACTOR engaged under this Contract is in fact an independent contractor.

11. NONASSIGNMENT. CONTRACTOR shall not assign the Contract without the prior written consent of the COUNTY.

12. ACKNOWLEDGMENT. CONTRACTOR shall acknowledge in all reports and literature that the Santa Cruz County Board of Supervisors has provided funding to the CONTRACTOR.

13. RETENTION AND AUDIT OF RECORDS. CONTRACTOR shall retain records pertinent to this Contract for a period of not less than five (5) years after final payment under this Contract or until a final audit report is accepted by COUNTY, whichever occurs first. CONTRACTOR hereby agrees to be subject to the examination and audit by the Santa Cruz County Auditor-Controller-Treasurer-Tax Collector, the Auditor General of the State of California, or the designee of either for a period of five (5) years after final payment under this Contract.

14. PRESENTATION OF CLAIMS. Presentation and processing of any or all claims arising out of or related to this Contract shall be made in accordance with the provisions contained in Chapter 1.05 of the Santa Cruz County Code, which by this reference is incorporated herein.

15. ATTACHMENTS. Should a conflict arise between the language in the body of this Contract and any attachment to this Contract, the language in the body of this Contract controls. This Contract includes the following attachments:

(enter attachments here)

16. LIVING WAGE. This Contract is covered under Living Wage provisions if this section is initialed by COUNTY_____.

If Item # 16 above is initialed by COUNTY, then this Contract is subject to the provisions of Santa Cruz County Code Chapter 2.122, which requires payment of a living wage to covered employees. Non-compliance during the term of the Contract with these Living Wage Provisions will be considered a material breach, and may result in termination of the Contract and/or pursuit of other legal or administrative remedies.

CONTRACTOR agrees to comply with Santa Cruz County Code section 2.122.140, if applicable.

17. NON-BINDING UNTIL APPROVED. Regardless of whether this Contract has been signed by all parties, if the total compensation identified in Paragraph 2 of this Contract is greater than \$35,000, this Contract is not binding on any party until the Contract has been approved by the Santa Cruz County Board of Supervisors.

18. MISCELLANEOUS. This written Contract, along with any attachments, is the full and complete integration of the parties' agreement forming the basis for this Contract. The parties agree that this written Contract supersedes any previous written or oral agreements between the parties, and any modifications to this Contract must be made in a written document signed by all parties. The unenforceability, invalidity or illegality of any provision(s) of this Contract shall not render the other provisions unenforceable, invalid or illegal. Waiver by any party of any portion of this Contract shall not constitute a waiver of any other portion thereof. Any arbitration, mediation, or litigation arising out of this Contract shall occur only in the County of Santa Cruz, notwithstanding the fact that one of the contracting parties may reside outside of the County of Santa Cruz. This Contract shall be governed by, and interpreted in accordance with, California law.

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SIGNATURE PAGE

Contract No. _____

INDEPENDENT CONTRACTOR AGREEMENT
(DESIGN PROFESSIONALS)

IN WITNESS WHEREOF, the parties hereto have set their hands the day and year first above written.

2. **(ENTER CONTRACTOR NAME)**

4. **COUNTY OF SANTA CRUZ**

By: _____
SIGNED

By: _____
SIGNED

PRINTED

PRINTED

Company Name: _____

Address: _____

Telephone: _____

Fax: _____

Email: _____

3. **APPROVED AS TO INSURANCE:**

1. **APPROVED AS TO FORM:**

Risk Management

Office of the County Counsel

DISTRIBUTION:

- [Enter Initiating Department Name]
- Auditor-Controller-Treasurer-Tax Collector
- Risk Management
- Contractor

PROTESTS AND APPEALS PROCEDURES

1. Protests to the Director of Public Works

Any actual or prospective bidder, offerer or contractor who is allegedly aggrieved in connection with the solicitation or award of a contract, other than a bid protest, may protest to the Director of Public Works. The protest shall be submitted in writing to the Director of Public Works within five (5) working days after notification of the recommendation of award.

2. Decision of the Director of Public Works

The Director of Public Works shall issue a written decision within ten (10) working days after receipt of the protest. The decision shall:

- (a) State the reason for the action taken;
- (b) Inform the protestant that a request for further administrative appeal of an adverse decision must be submitted in writing to the Clerk of the Board of Supervisors within seven (7) working days after receipt of the decision made by the Director of Public Works. However, if the underlying protested award is not subject to approval by the Board of Supervisors (contracts for services for up to \$15,000), then the Director of Public Works' decision shall be final.

The Director of Public Works shall discuss with County Counsel all protests prior to issuing a written decision.

3. Protests and Appeals to the Board of Supervisors

(a) If permitted under Section 2(b) above, the decision of the Director of Public Works may be appealed to the Board of Supervisors.

(b) Any actual or prospective bidder, offerer or contractor who is allegedly aggrieved may protest a bid to the Board of Supervisors.

4. Time Limits for Filing Protests and Appeals to the Board of Supervisors

Protests and appeals to the Board of Supervisors must be filed no later than ten days after the date of the decision being protested or appealed. The County shall be considered an interested party. When the appeal period ends on a day when the County offices are not open to the public for business, the time limits shall be extended to the next full working day.

5. Content of Protest and Appeal; Stay of Award

Any appeal or protest shall be filed in writing with the Clerk of the Board of Supervisors and shall state, as appropriate, any of the following:

A determination or interpretation is not in accord with the purpose of these procedures or County Code;

There was an error or abuse of discretion;

The record includes inaccurate information; or

A decision is not supported by the record.

In the event of a timely appeal before the Board of Supervisors under this Section, the County shall not proceed further with the solicitation or with the award of the contract until the appeal is resolved, unless the County Administrative Officer, in

consultation with County Counsel, the Director of Public Works, and the using department, makes a written determination that the award of the contract without delay is necessary to protect a substantial interest of the County.

6. Protest and Appeal Procedure

- (a) Hearing Date. A hearing before the Board shall be scheduled within thirty days of the County's receipt of a protest or appeal unless the protestor and County both consent to a later date.
- (b) Notice and Public Hearing. The hearing shall be a public hearing. Notice shall be mailed or delivered to the protestor not later than ten days before the scheduled hearing date.
- (c) Hearing. At the hearing, the Board shall review the record of the process or decision, and hear oral explanations from the protestor and any other interested party.
- (d) Decision and Notice. After the hearing, the Board shall affirm, modify or revise the original decision. When a decision is modified or reversed, the Board shall state the specific reasons for modification or reversal. The Clerk of the Board of Supervisors shall mail notice of the Board decision. Such notice shall be mailed to the protestor within five working days after the date of the decision, and to any other party requesting such notice.
- (e) A decision by the Board shall become final on the date the decision is announced to the public.

Attachment A7

RESERVATIONS

County and the Santa Cruz County Department of Public Works reserves the right at its sole discretion to do any of the following at any time:

- A. Reject any or all responses or proposals, without indicating any reasons for such rejection;
- B. Waive or correct any minor or inadvertent defect, irregularity or technical error in any response or proposal, the RFQ, any related procedure, or any subsequent negotiation process;
- C. Terminate this RFQ and issue a new Request for Proposals anytime thereafter;
- D. Procure any materials or services specified in the RFQ by other means;
- E. Extend any or all deadlines specified in the RFQ, including deadlines for accepting RFQ submittals, by issuance of an Addendum at any time prior to the deadline to submit RFP responses;
- F. Disqualify, at the sole discretion of the County, any Respondent on the basis of any real or perceived conflict of interest or evidence of collusion that is disclosed by the RFQ response or by other data or means available to the County;
- G. Reject the response of any Respondent that is in breach of or in default under any other agreement with the County; and
- H. Reject any Respondent deemed by the County to be non-responsive, unreliable, unqualified, or who is believed to have submitted false information.