



420 CAPITOLA AVENUE  
CAPITOLA, CALIFORNIA 95010  
TELEPHONE (831) 475-7300  
FAX (831) 479-8879

August 5, 2013

Interested Vendors

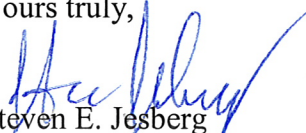
Subject: City of Capitola Request for Proposals for  
Maintenance on Traffic Signal and Highway Safety Lighting,  
Streetlights, and Lighted Pedestrian Crossings

The City of Capitola has issued the attached Request for Proposals (RFP) for maintenance of Traffic Signals and Highway Safety Lighting, Streetlights, and Lighted Pedestrian Crossings. All qualified firms are invited to propose. The scope of work and proposal requirement may be found in the RFP.

**All proposals are due by 5 p.m. on Friday September 6, 2013.** It is anticipated that the final selection will be made by the end of September and a new contract with the chosen vendor would commence in November 2013, although these dates are not firm until a final decision is made by the Capitola City Council.

Should you have any questions regarding this RFP please contact me by phone at (831) 475-7300 or email at [sjesberg@ci.capitola.ca.us](mailto:sjesberg@ci.capitola.ca.us).

Yours truly,

  
Steven E. Jesberg  
Public Works Director

Attachment



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CITY OF CAPITOLA  
DEPARTMENT OF PUBLIC WORKS  
REQUEST FOR PROPOSALS FOR MAINTENANCE  
ON TRAFFIC SIGNAL AND HIGHWAY SAFETY LIGHTING,  
STREETLIGHTS, AND LIGHTED PEDESTRIAN CROSSINGS

The City of Capitola Public Works Department is issuing a Request for Proposal (RFP) for the maintenance of traffic signals, highway safety lighting, lighted pedestrian crossings, and streetlights, which includes operation of eight (8) traffic signals, two (2) lighted pedestrian crossing systems and one hundred forty eight (148) streetlights. The contractor chosen for this purpose must enter into an agreement with the City of Capitola for the following Scope of Work.

**Proposals Due: 5:00 p.m. on September 6, 2013**

SCOPE OF WORK

1. Furnish all tools, equipment, apparatus, facilities, labor service and materials, and perform all work necessary to maintain traffic signal facilities, highway safety lighting, pedestrian crossings, and streetlights, subject to the inspection and approval of the City of Capitola, Public Works Department, their inspectors or representatives.
2. Inspect, clean, adjust and make a routine inspection of each traffic signal and pedestrian crossing control unit once per month. Maintain a record in each controller cabinet showing date and time checked. Additional maintenance records for all equipment shall be maintained by contractor and made available to City upon request. Controller units shall not be replaced, except temporarily for repair, without prior approval of the City.
3. Adjust signal timing as directed by the City.
4. Replace or repair any and all defective or worn out parts in the signal system which cause a signal failure or malfunction.
5. Replace all LED's in conformance to CALTRANS' standards for the traffic signals and pedestrian signals. Accurate records shall be kept indicating relamping dates and locations.

6. Replace or repair defective photoelectric control devices and highway safety lights located on the mast arms above the signals. The highway safety lights shall be inspected once a month for proper operation. The highway safety lights shall be relamped based on CALTRANS' maintenance schedule for the existing type of light. The Contractor shall maintain accurate records indicating relamping dates and locations.
7. Clean, polish and inspect all lenses and reflectors at the time the traffic signals are relamped. At this time, all broken or deteriorated parts will be replaced or changed as necessary.
8. Maintain a twenty-four (24) hour per day emergency service and shall respond to emergency calls in a time not to exceed two (2) hours unless, weather, traffic, and/or natural disaster conditions prevents Contractor from doing so. The replacement of burned-out lamps and failed LEDs need not be on an emergency basis provided there are at least two (2) indications still operative for each direction of travel. In such case, replacement shall be handled as soon as possible in a routine manner.
9. Provide service for the repair of other equipment and appurtenances, such as but not limited to, audible pedestrian signals, emergency vehicle preemption equipment, flashing beacons, and detector devices which the Contractor may be called upon from time to time by the City to repair, replace, modify, install, upgrade or refurbish.
10. Perform quarterly annual night time inspections of the streetlights listed in this contract, and repair any streetlights found to be non-functioning within five working days.
11. Respond to city notification of failed streetlights within ten working days to make necessary repairs.
12. Maintain, repair and replace as necessary all photoelectric control devices for the streetlights.
13. Complete conversion of all City owned streetlights to LED or other energy efficient lighting within six months of award of contract.

### PROPOSAL

The following information should be included in your written proposal, as selection will be based on consideration of all written data delivered to the City:

1. MAINTENANCE FEE: Provide a monthly maintenance fee per each signalized intersection, lighted pedestrian system, and streetlight. Said fee shall include costs to complete all routine maintenance items described in the above scope of work.

2. FEE SCHEDULE: Fee schedule for all labor, equipment and material charges for extra work necessary to repair signals, controllers, highway lighting, streetlights crossing systems, and all appurtenances of each, not considered routine maintenance items, including streetlight LED conversions.
4. QUALIFICATIONS: Provide a list of employees and subcontractors, along with their qualifications. Clearly identify staff who will be involved in the maintenance and repair of equipment under this contract. Provide proof of C-10 Electrical Contractor license.
5. RESUME: Provide a resume describing your company structure and services provided.
6. EQUIPMENT: Provide a general breakdown of equipment that is available for completing all necessary elements of this contract.
7. EXPERIENCE AND REFERENCES: briefly describe clients similar to the City that have traffic signal maintenance agreements with your firm for the last two (2) years, and provide a complete list of references (including contact information) that you are currently providing services.
8. REVIEW OF CONTRACT TERMS: Review standard contract language provided and provides statement of willingness to enter into said contract.
9. PROOF OF INSURANCE: Provide proof of ability to meet liability insurance requirements provided for in the contract

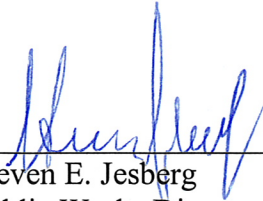
The City reserves the right to make the selection based on its sole discretion. There will be no public opening and reading of the proposals. Based on the City staff's review a recommendation will be made to the City Manager. The City Manager will make a recommendation to the City Council, which awards agreements of this nature.

Proposals will be evaluated on the basis of:

- Quality and completeness of the proposal
- Demonstrated ability of the firms understanding of the scope of work
- Demonstrated qualifications and experience of the firm(s) and its employees
- Price of services
- References

The top selected firm will be expected to enter into the standard Consulting Agreement with the City, copy attached. Final approval of the contract will be at the discretion of the Capitola City Council. The City further reserves the right to negotiate directly with one firm or discontinue this process at any time

To be considered, **three (3) copies** of your proposal must be received in the Capitola Department of Public Works, 420 Capitola Ave, Capitola, CA 95010, **no later than 5:00 pm on September 6, 2013.** Late proposals will not be accepted. If you have any questions concerning the Request for Proposal, please contact Steven Jesberg, Public Works Director at (831) 475-7300 or by email at [sjesberg@ci.capitola.ca.us](mailto:sjesberg@ci.capitola.ca.us).



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Steven E. Jesberg  
Public Works Director

Attachments:

1. List of Signalized Intersections and Lighted Pedestrian Crossing
2. Streetlight list
3. Sample Contract

## CITY OF CAPITOLA

### LIST OF SIGNALIZED INTERSECTIONS

1. 41<sup>st</sup> Ave and Clares Street
2. 41<sup>st</sup> Ave and Capitola Mall
3. Clares Street at Bay Federal Credit Union
4. Clares Street and Capitola Road
5. 41<sup>st</sup> Ave and Capitola Road
6. Capitola Road and 38<sup>th</sup> Ave
7. Capitola Road and 30<sup>th</sup> Ave
8. 41<sup>st</sup> Ave, Brommer Street and Jade Street

### LIST OF LIGHTED PEDESTRIAN CROSSINGS

1. Capitola Road and 42<sup>nd</sup> Avenue
2. Wharf Road and Woolsey Court

City of Capitola  
 LS2 Streetlight Schedule  
 2013

	PERSON NAME	BADGE NUMBER	TX CODE	EXISTING DESCRIPTIVE ADDRESS	RATE SCHED	ORIG LAMP SIZE	CORRECT EXISTING LAMP Wattage	POLE USE
1	CITY OF CAPITOLA	33349	2	CLARES ST 3333	LS2-A	S-LD-95	95	ST LIGHT ONLY
2	CITY OF CAPITOLA	33350	2	CLARES ST 3333	LS2-A	S-LD-95	95	ST LIGHT ONLY
3	CITY OF CAPITOLA	4512	1	CLARES ST 3801 OPP	LS2-A	S-LD-95	95	ST LIGHT ONLY
4	CITY OF CAPITOLA	5731C	1	CAPITOLA RD MED 225' EO 30TH AVE	LS2-A	S-LD-95	95	ST LIGHT ONLY
5	CITY OF CAPITOLA	5731C	2	CAPITOLA RD MED 225' EO 30TH AVE	LS2-A	S-LD-95	95	ST LIGHT ONLY
6	CITY OF CAPITOLA	5732C	1	CAPITOLA RD OPP LOTTMAN DR	LS2-A	S-LD-95	95	ST LIGHT ONLY
7	CITY OF CAPITOLA	5732C	2	CAPITOLA RD & THOMPSON AVE MED ES	LS2-A	S-LD-95	95	ST LIGHT ONLY
8	CITY OF CAPITOLA	5733C	1	CAPITOLA RD MED 50' EO LOTMAN DR	LS2-A	S-LD-95	95	ST LIGHT ONLY
9	CITY OF CAPITOLA	5733C	2	CAPITOLA RD MED 50' EO LOTMAN DR	LS2-A	S-LD-95	95	ST LIGHT ONLY
10	CITY OF CAPITOLA	5734C	1	CAPITOLA RD & THOMPSON AVE MED ES	LS2-A	S-LD-95	95	ST LIGHT ONLY
11	CITY OF CAPITOLA	5734C	2	CAPITOLA RD & THOMPSON AVE MED ES	LS2-A	S-LD-95	95	ST LIGHT ONLY
12	CITY OF CAPITOLA	5735C	1	CAPITOLA RD MED & CLARES ST WS	LS2-A	S-LD-95	95	ST LIGHT ONLY
13	CITY OF CAPITOLA	5735C	2	CAPITOLA RD MED & CLARES ST WS	LS2-A	S-LD-95	95	ST LIGHT ONLY
14	CITY OF CAPITOLA	5736C	1	CAPITOLA RD OPP BULB AVE	LS2-A	S-LD-95	95	ST LIGHT ONLY
15	CITY OF CAPITOLA	5736C	2	CAPITOLA RD OPP BULB AVE	LS2-A	S-LD-95	95	ST LIGHT ONLY
16	CITY OF CAPITOLA	5904C	1	41ST AVE MED 300' SO CAPITOLA RD	LS2-A	S-LD-95	95	ST LIGHT ONLY
17	CITY OF CAPITOLA	5904C	2	41ST AVE MED 425' SO CAPITOLA RD	LS2-A	S-LD-95	95	ST LIGHT ONLY

City of Capitola  
 LS2 Streetlight Schedule  
 2013

18	CITY OF CAPITOLA	5905C	1	41ST AVE MED 425' SO CAPITOLA RD	LS2-A	S-LD-95	95	ST LIGHT ONLY
19	CITY OF CAPITOLA	5905C	2	41ST AVE MED 425' SO CAPITOLA RD	LS2-A	S-LD-95	95	ST LIGHT ONLY
20	CITY OF CAPITOLA	5906C	1	41ST AVE 1500 MED	LS2-A	S-LD-95	95	ST LIGHT ONLY
21	CITY OF CAPITOLA	5906C	2	41ST AVE 1500 MED	LS2-A	S-LD-95	95	ST LIGHT ONLY
22	CITY OF CAPITOLA	5907C	1	41ST AVE 1435 MED	LS2-A	S-LD-95	95	ST LIGHT ONLY
23	CITY OF CAPITOLA	5907C	2	41ST AVE 1435 MED	LS2-A	S-LD-95	95	ST LIGHT ONLY
24	CITY OF CAPITOLA	5908C	1	41ST AVE & JADE ST NEC	LS2-A	S-LD-95	95	ST LIGHT ONLY
25	CITY OF CAPITOLA	5909C	1	41ST AVE & BROMMER ST SWC	LS2-A	S-LD-95	95	ST LIGHT ONLY
26	CITY OF CAPITOLA	5910C	1	41ST AVE OPP REPOSA AVE	LS2-A	S-LD-95	95	ST LIGHT ONLY
27	CITY OF CAPITOLA	5910C	2	41ST AVE OPP REPOSA AVE	LS2-A	S-LD-95	95	ST LIGHT ONLY
28	CITY OF CAPITOLA	5911C	1	41ST AVE 1125 OPP	LS2-A	S-LD-95	95	ST LIGHT ONLY
29	CITY OF CAPITOLA	5925C	1	41ST AVE 1850	LS2-A	S-LD-105	105	ST LIGHT ONLY
30	CITY OF CAPITOLA	5926C	1	41ST AVE CAP MALL ENT	LS2-A	S-LD-105	105	ST LIGHT ONLY
31	CITY OF CAPITOLA	5927C	1	41ST AVE CAP MALL ENT	LS2-A	S-LD-105	105	ST LIGHT ONLY
32	CITY OF CAPITOLA	5948C	1	MONTEREY AVE OPP PARK AVE	LS2-A	S-LD-95	95	ST LIGHT ONLY
33	CITY OF CAPITOLA	6109C	1	CLARES ST MED 900' WO 41ST AVE	LS2-A	S-LD-95	95	ST LIGHT ONLY
34	CITY OF CAPITOLA	6109C	2	CLARES ST MED 900' WO 41ST AVE	LS2-C	S-LD-105	105	ST LIGHT ONLY
35	CITY OF CAPITOLA	61854	1	CLARES ST MED 225' NO CAPITOLA RD	LS2-A	S-LD-105	105	ST LIGHT ONLY
36	CITY OF CAPITOLA	61854	2	CLARES ST MED 225' NO CAPITOLA RD	LS2-A	S-LD-105	105	ST LIGHT ONLY
37	CITY OF CAPITOLA	6185C	1	CLARES ST 1825 MALL	LS2-A	S-LD-105	105	ST LIGHT ONLY
38	CITY OF CAPITOLA	6185C	2	CLARES ST 1825 MALL	LS2-A	S-LD-105	105	ST LIGHT ONLY
39	CITY OF CAPITOLA	6186C	1	CLARES ST OPP MALL ENT	LS2-A	S-LD-105	105	ST LIGHT ONLY



City of Capitola  
LS2 Streetlight Schedule  
2013

40	CITY OF CAPITOLA	6186C	2	CLARES ST OPP MALL ENT	LS2-A	S-LD-105	105	ST LIGHT ONLY
41	CITY OF CAPITOLA	6187C	1	CLARES ST 3555A	LS2-A	S-LD-95	95	ST LIGHT ONLY
42	CITY OF CAPITOLA	6187C	2	CLARES ST 3555A	LS2-A	S-LD-95	95	ST LIGHT ONLY
43	CITY OF CAPITOLA	6188C	1	CLARES ST 3555A MED	LS2-A	S-LD-95	95	ST LIGHT ONLY
44	CITY OF CAPITOLA	6188C	2	CLARES ST 3555A MED	LS2-A	S-LD-95	95	ST LIGHT ONLY
45	CITY OF CAPITOLA	6189C	1	CLARES ST 3555	LS2-A	S-LD-95	95	ST LIGHT ONLY
46	CITY OF CAPITOLA	6189C	2	CLARES ST 3555	LS2-C	S-LD-95	95	ST LIGHT ONLY
47	CITY OF CAPITOLA	7020A	1	38TH & CAPITOLA RD SWC	LS2-A	S-LD-95	95	ST LIGHT ONLY
48	CITY OF CAPITOLA	7021A	1	CAPITOLA RD & 38TH AVE NWC	LS2-A	S-LD-95	95	ST LIGHT ONLY
49	CITY OF CAPITOLA	7022A	1	38TH AVE & CAPITOLA RD SEC	LS2-A	S-LD-95	95	ST LIGHT ONLY
50	CITY OF CAPITOLA	7023A	1	CAPITOLA RD & 38TH AVE NEC	LS2-A	S-LD-95	95	ST LIGHT ONLY
51	CITY OF CAPITOLA	7027C	1	CLARES ST & 41ST AVE	LS2-A	S-LD-95	95	ST LIGHT ONLY
52	CITY OF CAPITOLA	7028C	1	CLARES ST & 41ST AVE SEC	LS2-A	S-LD-95	95	ST LIGHT ONLY
53	CITY OF CAPITOLA	7036C	1	CLARES ST WS 350' NO CAPITOLA RD	LS2-A	S-LD-105	105	ST LIGHT ONLY
54	CITY OF CAPITOLA	7038C	1	CLARES ST 3333 OPP MACEY	LS2-A	S-LD-105	105	ST LIGHT ONLY
55	CITY OF CAPITOLA	7042C	1	CLARES ST MED 3801 OPP	LS2-A	S-LD-105	105	ST LIGHT ONLY
56	CITY OF CAPITOLA	7042C	2	CLARES ST MED 3801 OPP	LS2-A	S-LD-105	105	ST LIGHT ONLY
57	CITY OF CAPITOLA	7043C	1	CLARES ST MED 250' WO 40 ST AVE	LS2-A	S-LD-105	105	ST LIGHT ONLY
58	CITY OF CAPITOLA	7043C	2	CLARES ST MED 250' WO 40 ST AVE	LS2-A	S-LD-105	105	ST LIGHT ONLY
59	CITY OF CAPITOLA	7044C	1	CLARES ST MED 40' WO 40 AVE	LS2-A	S-LD-105	105	ST LIGHT ONLY
60	CITY OF CAPITOLA	7044C	2	CLARES ST MED 40' WO 40 AVE	LS2-A	S-LD-105	105	ST LIGHT ONLY

City of Capitola  
LS2 Streetlight Schedule  
2013

61	CITY OF CAPITOLA	7045C	1	CLARES ST MED & CAPITOLA RD NS	LS2-A	S-LD-105	105	ST LIGHT ONLY
62	CITY OF CAPITOLA	7045C	2	CLARES ST MED & CAPITOLA RD NS	LS2-A	S-LD-105	105	ST LIGHT ONLY
63	CITY OF CAPITOLA	7140C	1	CLARES ST 3555	LS2-A	S-LD-95	95	ST LIGHT ONLY
64	CITY OF CAPITOLA	7141C	1	CLARES ST 3555 OPP	LS2-A	S-LD-95	95	ST LIGHT ONLY
65	CITY OF CAPITOLA	7275	1	CAPITOLA RD 2305	LS2-C	S4H-150	150	ST LIGHT ONLY
66	CITY OF CAPITOLA	7422A	1	30TH AVE CAPITOLA RD SEC	LS2-A	S-LD-95	95	ST LIGHT ONLY
67	CITY OF CAPITOLA	7423A	1	30TH AVE & CAPITOLA RD SWC	LS2-A	S-LD-95	95	ST LIGHT ONLY
68	CITY OF CAPITOLA	7424A	1	30TH AVE & CAPITOLA RD NEC	LS2-A	S-LD-95	95	ST LIGHT ONLY
69	CITY OF CAPITOLA	7819A	1	CLARES ST & FRANCISCO CIR NEC	LS2-A	S-H-70	70	ST LIGHT ONLY
70	CITY OF CAPITOLA	7820A	1	FRANCESCO CIR 2199	LS2-A	S-H-70	70	ST LIGHT ONLY
71	CITY OF CAPITOLA	7821A	1	FRANCESCO CIR 2188	LS2-A	S-H-70	70	ST LIGHT ONLY
72	CITY OF CAPITOLA	7822A	1	FRANCESCO CIR 2179 OPP	LS2-A	S-H-70	70	ST LIGHT ONLY
73	CITY OF CAPITOLA	7823A	1	FRANCESCO CIR 2154	LS2-A	S-H-70	70	ST LIGHT ONLY
74	CITY OF CAPITOLA	7824A	1	FRANCESCO CIR 2145	LS2-A	S-H-70	70	ST LIGHT ONLY
75	CITY OF CAPITOLA	7825A	1	FRANCESCO CIR	LS2-A	S-H-70	70	ST LIGHT ONLY
76	CITY OF CAPITOLA	7830A	1	FRANCESCO CIR 2125	LS2-A	S-H-70	70	ST LIGHT ONLY
77	CITY OF CAPITOLA	7831A	1	FRANCESCO CIR 2195	LS2-A	S-H-70	70	ST LIGHT ONLY
78	CITY OF CAPITOLA	9260A	1	CAPITOLA AVE 300 & STOCKTON AVE	LS2-A	S-H-150	150	ST LIGHT ONLY
79	CITY OF CAPITOLA	9261A	1	STOCKTON AVE & CAPITOLA AVE SWC	LS2-A	S-H-150	150	ST LIGHT ONLY
80	CITY OF CAPITOLA	9263A	1	STOCKTON AVE 219	LS2-A	S-H-150	150	ST LIGHT ONLY
81	CITY OF CAPITOLA	9264A	1	CAPITOLA AVE 214A	LS2-A	S-H-150	150	ST LIGHT ONLY
82	CITY OF CAPITOLA	9265A	1	CAPITOLA AVE 207	LS2-A	S-H-150	150	ST LIGHT ONLY
83	CITY OF CAPITOLA	9266A	1	CAPITOLA AVE 202	LS2-A	S-H-150	150	ST LIGHT ONLY
84	CITY OF CAPITOLA	9267A	1	CAPITOLA AVE 122	LS2-A	S-H-150	150	ST LIGHT ONLY
85	CITY OF CAPITOLA	9268A	1	CAPITOLA AVE 111	LS2-A	S-H-150	150	ST LIGHT ONLY
86	CITY OF CAPITOLA	9269A	1	CAPITOLA AVE 110	LS2-A	S-H-150	150	ST LIGHT ONLY
87	CITY OF CAPITOLA	9270A	1	CAPITOLA AVE 107	LS2-A	S-H-150	150	ST LIGHT ONLY

City of Capitola  
 LS2 Streetlight Schedule  
 2013

88	CITY OF CAPITOLA	9271A	1	MONTEREY AVE OPP CAPITOLA AVE	LS2-A	S-H-150	150	ST LIGHT ONLY
89	CITY OF CAPITOLA	9272A	1	MONTEREY AVE 204	LS2-A	S-H-150	150	ST LIGHT ONLY
90	CITY OF CAPITOLA	9273A	1	MONTEREY AVE 207	LS2-A	S-H-150	150	ST LIGHT ONLY
91	CITY OF CAPITOLA	9274A	1	MONTEREY AVE 208	LS2-A	S-H-150	150	ST LIGHT ONLY
92	CITY OF CAPITOLA	9275A	1	MONTEREY AVE 213	LS2-A	S-H-150	150	ST LIGHT ONLY

**Metered Lights**

Facility	Number
Pacific Cove Parking Lot	7
Jade Street Community Center	10
Capitola Road Streetscape	17
Capitola Wharf	8
Stockton Avenue Bridge	4
New Brighton Gym	6
Capitola Library	4

<b>Total Streetlight Count</b>	<b>148</b>
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# PROFESSIONAL SERVICES AGREEMENT

## STANDARD FORM

THIS AGREEMENT is entered into on \_\_\_\_\_, 200\_, by and between the City of Capitola, a Municipal Corporation, hereinafter called "City" and \_\_\_\_\_, hereinafter called "Consultant".

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

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

### SECTION 1 Scope of Services

The services to be performed under this Agreement are set forth in Appendix One.

### SECTION 2 Duties of Consultant

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

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

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

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

### SECTION 3 Duties of the City

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

The Director may authorize a staff person to serve as his or her representative for conferring with Consultant relative to Consultant's services. The work in progress hereunder shall be reviewed from time to time by City at the discretion of City or upon the request of Consultant. If the work is

satisfactory, it will be approved. If the work is not satisfactory, City will inform Consultant of the changes or revisions necessary to secure approval.

SECTION 4  
**Fees and Payment**

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

SECTION 5  
**Changes in Work**

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

SECTION 6  
**Time of beginning and Schedule for Completion**

Consultant shall begin work upon its receipt of a written Notice to Proceed from Director. The Notice to Proceed shall not be issued until after this Agreement has been approved and authorized by the City Council.

The schedule for completion of the work shall be as shown upon Appendix Three. In the event that major changes are ordered, the schedule for completion as stated in Appendix Three will 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.

In the event Consultant is delayed in performance of its services by circumstances beyond its control, the City will grant Consultant a reasonable adjustment in the schedule for completion as described in Appendix Three provided that to do so would not frustrate the City's objective for entering into this Agreement. All claims for adjustments in the schedule of completion must be submitted to City by Consultant within thirty calendar days of the time of occurrence of circumstances necessitating the adjustment.

Consultant acknowledges that it is necessary for Consultant to complete its work on or before the completion date set forth in Appendix Three in order to allow the City to achieve its objectives for entering into this Agreement. The parties therefore agree to make every effort to meet the schedule noted in Appendix Three of this Agreement.

SECTION 7  
**Termination**

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

SECTION 8  
**Insurance**

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

***Minimum Scope of Insurance***

Coverage shall be at least as broad as:

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

***Minimum Limits of Insurance***

Consultant shall maintain limits no less than:

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

***Other Insurance Provisions***

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

1. The City of Capitola, its officers, officials, employees and volunteers are to be covered as additional insureds as respects: liability arising out of work or operations performed by or on behalf of the Consultant or automobiles owned, leased, hired or borrowed by the Consultant.
2. For any claims related to this project, the Consultant's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.
3. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City.
4. Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subdivision (b) of Section 2782 of the Civil Code.

### *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.

### *Verification of Coverage*

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

## SECTION 9 **Indemnification**

Consultant agrees to indemnify, defend, and hold harmless the City, its officers, agents and employees, from and against any and all claims, demands, actions, damages, or judgments, including associated costs of investigation and defense arising in any manner from consultant's negligence, recklessness, or willful misconduct in the performance of this agreement.

## SECTION 10 **Civil Rights Compliance/Equal Opportunity Assurance**

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

SECTION 11  
**Legal Action/Attorneys' Fees**

If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees in addition to any other relief to which he or she may be entitled. Either the Santa Cruz County Superior or Municipal Court shall have jurisdiction over any such action and that Court shall be authorized to determine which party is the prevailing party and what amount constitutes reasonable attorneys' fees to be awarded to the prevailing party.

SECTION 12  
**Assignment**

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

SECTION 13  
**Amendments**

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

SECTION 14  
**Miscellaneous Provisions**

1. *Project Manager.* Director reserves the right to approve the project manager assigned by Consultant to said work. No change in assignment may occur without prior written approval of the City.
2. *Consultant Service.* Consultant is employed to render professional services only and any payments made to Consultant are compensation solely for such professional services.
3. *Licensure.* Consultant warrants that he or she has complied with any and all applicable governmental licensing requirements.
4. *Other Agreements.* This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter, and no other agreement, statement or promise related to the subject matter of this Agreement which is not contained in this Agreement shall be valid or binding.
5. *City Property.* Upon payment for the work performed, or portion thereof, all drawings, specifications, records, or other documents generated by Consultant pursuant to this Agreement are,



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

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

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

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

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

CITY  
  
CITY OF CAPITOLA  
Attention:  
420 Capitola Avenue  
Capitola, CA 95010

CONSULTANT

CITY OF CAPITOLA

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

Dated \_\_\_\_\_

CONSULTANT

By \_\_\_\_\_

Dated \_\_\_\_\_

Approved as to Form:

---

John G. Barisone, City Attorney

R:\Contracts Adm\Standard Form Agreement\_Revised 01-05-07.doc

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

**[To be filled in for each individual agreement.]**

**APPENDIX TWO**  
**Fees and Payments**

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

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

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

Budget estimates of the cost of each phase of the project are as follows:

**[TO BE FILLED IN INDIVIDUALLY FOR EACH AGREEMENT]**

Variations from the costs for each phase which are justified by statements indicating personnel time expended are allowed after advance written City approval is obtained, in the manner set forth in the Agreement; however, in no event shall the total fee charged for the scope of work set forth in Appendix One exceed the budget of \$\_\_\_\_\_ without additional advance written City authorization.

Payments shall be made monthly by the City based on itemized invoices from the Consultant which list actual costs and expenses. Such payments shall be for the invoice amount.

Invoices shall indicate the percentage completion of each work task as identified in the Scope of Work (Appendix One), the overall percentage of completion of the total required services and the hours worked by Consultant's staff.

Unless otherwise specified in the attached fee schedule, Consultant's fees shall be payable on monthly statements. The monthly statements shall detail the time worked by each class of employee and the expenses incurred for which billing is made. The monthly statements shall contain the following affidavit signed by a principal of the Consultant's firm:

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

APPENDIX THREE

**Work Schedule**

**[TO BE FILLED IN INDIVIDUALLY FOR EACH SPECIFIC PROJECT]**