REQUEST FOR QUALIFICATIONS AND PROPOSALS
FOR THE
CITY OF REDWOOD CITY and
YMCA OF SILICON VALLEY

RED MORTON PARK JOINT
CITY-YMCA FACILITY PROJECT

Master Planning, Schematic Design Services and
Option for Design Development and Construction Drawings

Issuance of Request for Qualifications and Proposal

February 17, 2017

Proposals Due:

March 24, 2017

Deliver Proposals to:

<table>
<thead>
<tr>
<th>Director of Parks, Recreation and Community Services Department</th>
<th>VP of Property Property Department</th>
</tr>
</thead>
<tbody>
<tr>
<td>City of Redwood City</td>
<td>YMCA of Silicon Valley</td>
</tr>
<tr>
<td>1400 Roosevelt Ave.</td>
<td>Vice President of Property</td>
</tr>
<tr>
<td>Redwood City, CA 94061</td>
<td>80 Saratoga Ave</td>
</tr>
<tr>
<td></td>
<td>Santa Clara, CA 95051</td>
</tr>
</tbody>
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REQUEST FOR QUALIFICATIONS AND PROPOSALS

For the
CITY OF REDWOOD CITY and YMCA OF SILICON VALLEY
RED MORTON PARK JOINT CITY-YMCA FACILITY PROJECT

Master Planning, Final Design Services and Option for Construction Drawings

SECTION I – OVERVIEW OF PROCESS

A. BACKGROUND / PROJECT DESCRIPTION

The City of Redwood City (“City”) and the YMCA of Silicon Valley (“YMCA”) are conducting a selection process for professional architectural services for the Red Morton Park joint City-YMCA facility project (“Project”).

Specifically, the services are considered “Phase II” and “Phase III” for this Project. In “Phase I”, an architectural firm was selected to conduct a site analysis, building massing, and develop a project description for CEQA purposes. The project description included maximum building parameters to be studied for potential impacts and mitigation matters. “Phase II” will consist of Master Planning efforts; Schematic Design for the City (new Veterans Memorial Senior Center), and Schematic Design for a new YMCA facility. For “Phase III”, the Clients (City and YMCA) will have the option to automatically work with the selected consultant through the design and development phase and through the conclusion of the project, including the development of construction documents.

Alternatively, under the Exclusive Negotiating Agreement between the City and the YMCA, if the project is approved to move forward then the City and YMCA may choose to hire their own architectural firms at their own cost to complete Phase III. If this situation occurs, the selected firm for Phase II through this current RFQ-P process would become the “Master Architect” for the entire site to ensure conformity over the overall project. The Master Architect will provide full professional design services, participate in public meetings and lead design charrettes, assist in outreach and strategic communications, and work with the CEQA consultant who is already hired for this project.

The selection process includes review and ranking of Statement of Qualifications and interviews at the discretion of the City and YMCA. The Project is jointly funded by the City and YMCA.

The architectural firm selected will prepare and provide the City and YMCA with complete architectural services and will assist with creating a project budget and phasing strategy options. While the City will be the lead client, equal attention and coordination with the City’s project partner, the YMCA, will be needed.
The Redwood City Veterans Memorial Senior Center and YMCA Joint Project, based upon work to date, includes the following maximum scope:

City Key Project Components

- Veterans Memorial Senior Center 65,000sf
  - Senior Center
  - Theatre
  - Recreation/Multipurpose Spaces
  - Technology Center
  - Gymnasium
- Parking Structure 300 Cars
- Surface Parking 100 Cars
- Landscape and Hardscape for both City and YMCA
- Public Right-of-Way Improvements for both City and YMCA

YMCA Key Project Components

- New YMCA 60,000sf
  - Fitness and Cardio Areas
  - Natatorium w/ two pools
  - Locker Rooms
  - Wellness Center
  - Daycare/Child Watch
  - Offices/Center Administration

The buildings will all be designed and built as sustainable, resource-efficient facilities as a project in the Leadership for Energy and Environmental Design (LEED) rating system.

The project is currently undergoing environmental review and all options are being considered, including the option of “not to proceed”. At any time, the agreement or any portion of the agreement may be terminated due to CEQA findings, or for any other reason.

Background

On December 14, 2011, PRCS staff and YMCA staff presented to the City Council the idea of entering into a partnership agreement to consider building a joint-use intergenerational health, wellness, and recreational facility at Red Morton Park. The City has an interest in creating a state-of-the-art Veterans Memorial Senior Center that provides a more welcoming, efficient, and cohesive facility. It is also seeking a partner to build, operate and expand a new aquatic facility and programming (the Herkner Pool is a seasonal only outdoor facility that is in major need of updating). The YMCA also has a desire and need to create a new facility for their rapidly growing number of participants. All of these factors led the City Council to authorize Staff to move forward with the exploration of this concept and created “City-Y Partnership Task Force”. The Task Force provided the input and feedback to Staff regarding survey analysis, communication points, best practices, and the development of a Letter of Intent (LOI).

The City-YMCA Partnership Task Force it started with the premise that “Redwood City Deserves the Best” and we collectively agreed on the following:
**Vision**
Develop a shared intergenerational facility that meets the long term recreational, health and social needs of our diverse community.

**Goals**
- Deliver our shared mission by building and strengthening the quality of life in our community
- Leverage the strengths and assets of the City and the YMCA
- Engage and inspire healthy, active living; enhance volunteer efforts, and provide multigenerational connections

**Objectives**
- Create a conducive environment in which children grow up to thrive as adults
- Ensure financially sustainable and affordable services
- Support academic achievement and life-long learning
- Improve and expand senior programs and facilities
- Efficient and sustainable facilities – (LEED Facility – Leadership in Energy and Environmental Design)
- Provide inclusive and accessible environment
- Enhance volunteer efforts and multigenerational connections

A Letter of Intent (LOI) was then approved by the Redwood City Council and the YMCA Board on December 8th, 2014.

The City and the YMCA initiated a public RFQ/P process in February 2015 that led to the selection of ELS Architecture to develop a site analysis, building massing, and assist in setting a framework for the CEQA process.

Multiple iterations of the site plan were presented, discussed, revised, reviewed and revised again. By the end of April, the partners agreed to move forward with rebuilding a new VMSC. The maximum conceptual size for the project description for CEQA study purposes includes 65,000 square feet of new City facilities, a new 60,000 square foot YMCA building, and a freestanding parking structure.

The first public meeting was held on October 5th, 2015 to gain feedback about the proposed project, as well as to consider two options that included reimaging/rebuilding the entire site, or rehabbing and expanding the site.

Phase I design services included the sight analysis, building massing, and maximum parameters for developing the Project Description for CEQA.

The selected firm must have the experience and expertise to provide full architectural services for the community and recreation facilities described in this document.
Below please find documents generated in the Phase I portion of the project (includes the preferred option of a complete rebuild of the Veterans Memorial Senior Center):

Site Location: Red Morton Park

Conceptual Site Plan and Massing Design: Elevated View from Roosevelt Ave and Valota Rd
Conceptual Site Plan and Massing Design: Elevated View from Madison Ave and Valota Rd

Conceptual Site Plan and Massing Design: Elevated View from Myrtle Street
B. PURPOSE OF THIS RFQ/P
The purpose of this document is to facilitate the selection of a qualified Architectural firm (Consultant) to manage the master planning effort and the schematic design process – considered “Phase II”. The Clients have the option to work with the selected firm to complete design development and construction drawings – considered “Phase III” – as an optional scope / cost.

Consultants are urged to submit concise proposals, appropriate to the scale of the project and include only items that are relevant to this specific project. The proposal shall be based on time and materials, with a not to exceed fee.

The City of Redwood City and YMCA of Silicon Valley reserve the right to reject any or all responses received as a result of this solicitation; to extend the submission due date for; to modify, amend, reissue or rewrite this document; to negotiate with the Consultant selected as a result of this solicitation; and to procure any or all services by other means.

C. PHASE II SCOPE OF SERVICES: PROJECT MANAGEMENT, DESIGN AND DELIVERABLES

The scope of Consultant services described herein is the minimum necessary to meet the City and YMCA objectives. The consultant is expected to expand on the scope by incorporating their expertise and proposed method of approach.

Full services shall include but not be limited to master planning and schematic design, structural, mechanical, electrical, plumbing and landscape architecture disciplines.
Master Planning/Schematic Design

The Master Planning and Schematic Design portion of services shall include the following major components: (1) Master Planning/Schematic Design Services; (2) Participate in Public Outreach and Strategic Communications Support; and (3) Work with CEQA Consultant on incorporating constraints and mitigation analysis in planning process.

1) Master Planning/Schematic Design Services

Work with the CEQA consultant and the partners on the following:

a) **Master Planning/Schematic Design & Stakeholder Input Process:**
   - Project start-up, document and program review, and scheduling;
   - Preparation for and attendance at one (1) project kick-off meeting;
   - Complete site survey and base setup;
   - Develop schematic design based upon latest concept development;
   - Attend two (2) meeting(s) with City’s CEQA consultant;
   - Preparation for and attendance at least eight (8) review meetings with YMCA, City staff and stakeholders;
   - Preparation for and attendance at three (3) design charrettes with stakeholder community;
   - Develop final schematic design;
   - Prepare schematic design construction estimate;
   - Coordinate with City and YMCA marketing and operations staff;
   - Preparation for and attendance at up to six (6) required meetings including task forces, board of directors, commissions and/or city council meetings.

b) **Deliverables:** Final Schematic Design Documents, Design Charrette Sketches, and Schematic Design Construction Cost Estimate; Power Point presentations; Minutes from all project meetings and teleconferences.

2) Strategic Communications Support

The Consultant shall support the communications effort including the City and YMCA’s communications team and/or professional advisor to facilitate research and outreach. Extensive familiarity with land use entitlement process and community outreach is required. Specific tasks may include:

- Stakeholder identification and outreach;
- Public & community meeting preparation and attendance of up to six (6) meetings;
- Input regarding communications tools and strategy

**Deliverables:** Attendance and presentations to community groups, City and YMCA stakeholders, and City Commissions.
3) Planning support and coordination with the City’s CEQA consultant.

The Consultant shall work with the CEQA consultant on project program information and planning support.

**Deliverables:** Schematic Design Documents and meeting minutes.

Upon completion of this Project phase, the design shall be provided in AutoCAD (version 2013 or earlier) and/or alternative agreed upon software program, and in PDF format to the City of Redwood City and the YMCA of Silicon Valley. The City and YMCA will have the right to use the files, data, drawings, specifications and other documents prepared by the Architect with respect to future or other additions or alterations to the Project, or the buildings of the Project and in connection with such use.

D. PHASE III SCOPE OF SERVICES: PROJECT MANAGEMENT, DESIGN AND DELIVERABLES

The following optional scope / cost described herein is the minimum necessary to meet the City and YMCA objectives for this phase. The consultant is expected to expand on the scope by incorporating their expertise and proposed method of approach.

Full services shall include design development, construction documents and construction administration. The services will include but not be limited to structural, mechanical, electrical, plumbing and landscape architecture disciplines.

1) Design Development (DD)

Using the initial design documents from the schematic phase, the architect shall further detail the drawings through DD. Below are some, but not all of the required disciplines:

- Structural Engineering
- Civil Engineering;
- Mechanical, Electrical, and Plumbing Engineering;
- Aquatics Systems and Pool Engineering;
- Landscape Architecture;
- Security and Audio Visual;
- Fire and Life Safety;
- Theatre and Acoustical;
- Interiors;
- LEED Consulting

**Deliverables:** The documents and exhibits shall fully describe the architectural intent in sufficient detail to provide a preliminary cost estimate, phasing options, and will be appropriate for public presentations. Minutes from all project meetings and teleconferences.
Further, per the City/YMCA Exclusive Negotiating Agreement (ENA), the YMCA reserves the right to work with another architecture firm for Phase III. Further, both the City and the YMCA may choose to work with the selected firm or firms under a new agreement for Phase III.

2) Construction Documents (CD) and Bid Documents

The architect shall complete detailed Construction Documents based on the DD documents. These documents shall be complete and enable accurate contractor bidding.

The services will include reviewing and providing input regarding construction bid documents, a pre-bid job walk with contractors and assistance in answering contractor questions.

3) Construction Administration (CA) Services

Assist the contractor in completing the project in accordance with the Construction Documents. Attend regular owner-architect-contractor meetings throughout construction. Respond to contractor requests for information, develop architectural sketches to solve and/or clarify design intent, and ensure the project is successfully built as contracted. Provide minutes from all project meetings and teleconferences.

E. PROJECT TIME SCHEDULE

The following is a preliminary schedule for the project.

<table>
<thead>
<tr>
<th>Approximate Dates</th>
<th>Action</th>
</tr>
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<tbody>
<tr>
<td>April 2017 (TBD)</td>
<td>Consultant Interviews</td>
</tr>
<tr>
<td>April 2017 (TBD)</td>
<td>Select Consultant</td>
</tr>
<tr>
<td>May 2017 (TBD)</td>
<td>Award Consultant Contract</td>
</tr>
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F. CONSULTANT SELECTION SCHEDULE

A following schedule has been established for conducting this consultant selection process. The City of Redwood City reserves the right, however, to modify this schedule at any time.

<table>
<thead>
<tr>
<th>Approximate Dates</th>
<th>Task</th>
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<tbody>
<tr>
<td>February 17, 2017</td>
<td>Issuance of Request for Proposal</td>
</tr>
<tr>
<td>March 10, 2017</td>
<td>Respondents confirmation due &amp; submittal of any questions</td>
</tr>
<tr>
<td>March 17, 2017</td>
<td>Confirmed respondents receive Q&amp;A</td>
</tr>
<tr>
<td>March 24, 2017</td>
<td>Proposals due</td>
</tr>
<tr>
<td>April, 2017 (TBD)</td>
<td>City – YMCA to review proposals</td>
</tr>
</tbody>
</table>
Interviews and Selection  
April, 2017 (TBD)

Award Consultant Contract  
May, 2017 (TBD)

**F. QUESTIONS AND INQUIRIES**

Questions regarding the information contained in the RFQ/P document must be submitted by email to both of the following email addresses:

**City of Redwood City Project Contact:** Chris Beth  
**Title:** Director of Parks and Recreation  
**E-mail:** CBeth@redwoodcity.org

**YMCA of Silicon Valley Project Contact:** David Fisch  
**Title:** VP of Property  
**Email:** dfisch@ymcasv.org

Chris Beth and David Fisch are the only individuals authorized to receive or respond to questions or comments. All questions must be received by **3:00pm on March 10, 2017**. Questions will be responded to in writing. Written summaries of all questions and answers will be distributed to each confirmed respondents. Anonymity of the source of specific written questions will be maintained in the written responses. A clarification addendum will be issued, if necessary.

Telephone requests for information or inquiries will be allowed only if the nature of the request or inquiry does not lend itself to formulation into a written question. Verbal inquiries, however, are discouraged and calling parties may be requested to submit written questions in lieu of receiving a verbal response. The intent behind this requirement is to ensure that consultants have available to them the same information and no inconsistent, incomplete or misinformation is communicated to any team.

**G. RESPONDENTS REGISTRATION**

All firms who will submit a completed RFQ/P shall notify both the City and YMCA representatives at the email addresses shown in Section F no later than Friday, March 17th, 2017 at 5:00pm. All respondents shall receive written summaries of questions and answers received from registered respondents.

**H. DELIVERY OF RESPONSES**

All responses to this RFQ/P must be received by Redwood City Parks, Recreation and Community Services 1400 Roosevelt Ave, Redwood City, CA 94061, and YMCA of Silicon Valley, 80 Saratoga Ave, Santa Clara, CA 95050 by 5:00 PM Pacific Daylight Savings Time, Friday, March 24th, 2017. Proposals received after the stated deadline will not be accepted. Advance submittals are permitted. Hand or courier deliveries shall be delivered to the same addressee at the City of Redwood City and YMCA of Silicon Valley during regular business hours.
Six (6) printed and bound (8 1/2”x11”) copies and (1) USB flash drive of the Proposal Response materials shall be provided to the City of Redwood City and four (4) copies and one (1) USB flash drive shall be provided to the YMCA of Silicon Valley in accordance with all requirements set forth in this RFQ/P document. Two sided copies are acceptable and encouraged. Clearly mark the submittals as follows:

“STATEMENT OF QUALIFICATIONS – Red Morton Park Joint City-YMCA Project”

“PROPOSAL – Red Morton Park Joint City-YMCA Project”

Submission of a proposal indicates acceptance by the firm of the conditions contained in this Request for Qualifications and Proposals unless clearly and specifically noted in the proposal submitted.
I. SELECTION PROCESS

A. SUMMARY OF EVALUATION PROCESS

The City and YMCA qualifications review panel will be comprised of representatives from the City of Redwood City and the YMCA of Silicon Valley who will review submissions and determine which firms, if any, will be selected for an interview process.

At the conclusion of the evaluation (or if a best-qualified firm is selected without the need for an oral presentation), the City and YMCA will enter into contract negotiations with the top ranking firm. If negotiations with the top-ranking firm are unsuccessful, negotiations will terminate and the City will undertake negotiations with the second-rank firm. The selection process will be completed when a contract is executed through final approval of the Redwood City Council and the YMCA of Silicon Valley Board of Directors.

Each candidate submitting a response to this Request for Qualifications and Proposals and Proposal acknowledges and agrees that the preparation of all materials for submittal to the City and all presentations, related costs and travel expenses are at the candidate’s sole expense and the City shall not, under any circumstances, be responsible for any cost or expense incurred by the candidate. At no time is the City or YMCA obligated to provide feedback or responses to applicants. In addition, each candidate acknowledges and agrees that all documentation and/or materials submitted with in response to this request shall remain the property of the City and YMCA.

The City and YMCA will evaluate and select the firm (with final approval from Redwood City Council and YMCA of Silicon Valley Board of Directors) that the panel believes will provide the best design and service to accomplish the goals of this project. While cost is a consideration it is not the only determining factor in selecting a firm for this project. Selection for this project does not guarantee any work on future projects for the City or YMCA.

The City and YMCA will evaluate the proposals submitted and interview the top ranked firms based on qualifications on a point system relating to experience, knowledge and capacity is outlined below. The ranking for firms shall be based on criteria established by both the City and the YMCA, including but not limited to the following:

A. Municipal + Non-Profit Organization Joint Project Experience:
List a minimum of three (3) projects commissioned by your firm, as prime architect, that have included a partnership or joint-use by a municipality and a non-profit organization.

B. Community and Municipal Recreation, Wellness and Senior Center Design Experience. List a minimum of three (3) community recreation, wellness and/or senior facilities, constructed in California, that your firm has designed as prime architect. Describe how the community (multiple stakeholders) was involved in the design process.

C. Community and Municipal Theatre Design Experience: List a minimum of three (3) community/municipal theatres, constructed in California, that your firm has designed as prime architect.
D. **Natatorium Design Experience:** List a minimum of three (3) natatoriums, constructed in California, that your firm has designed as prime architect.

E. **Parking Structure Design Experience:** List a minimum of three (3) parking structures constructed in California that your firm has designed as prime architect.

F. **Public Outreach and Strategic Communications Experience:** List a minimum of three (3) of your firm’s projects that included communications efforts and describe how the communications research, outreach, and media relations were coordinated in support of the proposed project.

G. **Experience in Assisting Municipalities with the CEQA Process.** List a minimum of three (3) public projects and describe how your firm assisted in the CEQA process, overcame major planning obstacles, and planned for any necessary mitigations.

For each project listed above, include scope of services provided, project description, construction cost, and date completed.

The City and YMCA, at their discretion, reserve the right to interview as few or many applicants as deemed appropriate or necessary to hire the firm that best fits the needs of this project.

The City and YMCA will not be providing feedback to applicants regarding submittals. Any determination of rankings, qualifications or subsequent interviews are at the discretion of the City and YMCA.

In the event the City and YMCA choose to conduct interviews as part of the selection process, the selected firms must be present at their interview with only a panel of up to five (5) firm members including a firm principal, architect and/or project manager that will perform the work. The firms selected for the interview will be allowed thirty (30) minutes to present their firm experience and project approach. Following the presentation there will be a thirty (30) minute informal question and answer discussion.

At the conclusion of the evaluation (or if a best-qualified firm is selected without the need for an oral presentation), the City and YMCA may choose to have further discussions and may enter into contract negotiations with the top ranking firm. If negotiations with the top-ranking firm are unsuccessful, negotiations will terminate and the City and YMCA will undertake negotiations with the second-ranked firm. The selection process will be completed when a contract is executed.

Furthermore, City and YMCA reserve the right to reject any or all proposals, and to waive any and all irregularities to choose the firm which, in the City and YMCA’s opinion, best serves the community’s interests. The Consultant (a n d n o t t h e C i t y o r Y M C A) is responsible for all costs associated with the Statement of Qualifications, Professional Services Proposal, Fee Proposal and any other costs associated with Consultant’s submission.
SECTION II - SUBMITTAL REQUIREMENTS

A. STATEMENT OF QUALIFICATIONS

The qualifications submittal shall not exceed fifteen (15) pages, excluding table of contents and cover letter. The firm may separately provide a document inclusive of a resumes for key personnel, consultant qualifications and any promotional materials. The City and YMCA prefer a quality submission over quantity and succinct, responsive proposals are welcomed. Submissions from unsuccessful firms will not be returned.

All Consultant SOQ submissions shall provide the following general information: Business type (corporation, partnership, sole proprietorship) firm’s organization structure, background, general qualifications, licensed professionals, licensed sub consultants, and recent experience with public works projects in California, particularly in the City of Redwood City and the San Francisco Bay Area.

Additional specific information required:

A. An original, wet signed cover letter of interest with overview of qualifications, point of contact, phone number, e-mail, and a statement that the Consultant accepts the attached City of Redwood City standard consultant agreement, including insurance requirements, without modification.

B. Location of the office(s) where the services are performed.

C. Special firm knowledge or capabilities relevant to the Project.

D. Principal staff involved in related architectural projects, role of each, and key personnel resumes including license number. Relevant information includes related public sector experience; dates, approximate project cost and project duties/responsibilities. Firm personnel shall be referenced to personnel resume included in an appendix.

E. Provide the items listed in Section I Selection Process. This will include items A. through I. as listed in this RFQ-P.

B. PROFESSIONAL SERVICES PROPOSAL

Each RFQ/P response shall be 8-1/2” x 11” vertical format for written materials and 11” x 17” horizontal format for drawings, consisting only of the specified materials requested below. Six (6) copies shall be provided to the City of Redwood City and four (4) hard copies and one (1) electronic copy shall be provided to the YMCA of Silicon Valley. Do not submit in a loose leaf, 3-ring binder or other hard cover binder. To be responsive, each RFQ/P submission must include only the following information in the format indicated. The submittals shall be tabbed in separate sections to match the following categories. Submittals not organized according to the following format may be rejected.
1. **Cover Letter.** The cover letter shall be signed by an officer of the Consultant firm or by another person with authority to act on behalf of and bind the entity. Indicate contact person for the project.

2. **Table of Contents.**

3. **Executive Summary.** Provide a summary of the submittal.

4. **Design Approach.** The design narrative should include a description of the design concept, which articulates the scope of services to be provided.

5. **Key Members.** Include a description of the key members of the design team and the organizational structure.

C. **PERSONNEL ALLOCATION**

   Consultant shall provide an estimate of the required personnel hours by task and job title in the proposal for the tasks described in the scope of services. This information is meant to provide an indication of the level of effort envisioned for completion of the project at hand. Another copy of the same estimate, but with proposed hourly rates listed, shall also be prepared and submitted together with the proposal. The Time and Materials Proposal with a not-to-exceed amount is considered confidential during the negotiation process and will be used for contract negotiations only. After negotiations are complete, proposal documents may be subject to public disclosure under applicable law including but not limited to the California Public Records Act.
DESIGN PROFESSIONAL AGREEMENT  
(Insert Name of Consultant)

THIS AGREEMENT is made and entered into as of the _____ day of __________________, 201_, by and between the CITY OF REDWOOD CITY, a charter city and municipal corporation of the State of California ("City"), the YMCA of Silicon Valley, hereinafter called the “Client” and ________________________________ ("Consultant").

RECITALS

A. Client requires the professional services of a ______________________.

B. Consultant has the necessary experience in providing professional services and advice.

C. Selection of Consultant is expected to achieve the desired results in an expedited fashion.

D. Consultant has submitted a proposal to Client and has affirmed its willingness and ability to perform such work.

NOW, THEREFORE, in consideration of these recitals and the mutual covenants contained herein, the Parties agree as follows:

1. Scope of Work. Client retains Consultant to perform, and Consultant agrees to render, those services (the "Services") that are defined in attached Exhibit "A," which is incorporated herein by reference. In the event of a conflict between the provisions of Exhibit "A" and the terms of this Agreement, the terms of this Agreement shall prevail. Client shall have the right to modify the scope of work to delete tasks in whole or in part.

2. Standard of Performance. While performing the Services, Consultant will exercise the reasonable professional care and skill customarily exercised by reputable members of Consultant's profession practicing in the urban Northern California Area, and will use reasonable diligence and best judgment while exercising its professional skill and expertise.

3. Term. Unless earlier terminated, the term of this Agreement will commence upon the date first above written and shall expire upon completion of performance of Services hereunder by Consultant. At any time, the agreement or any portion of the agreement may be terminated. In case of termination or scope reduction, the architect shall provide an invoice for unpaid work to date, and fees shall be paid within 30 days.

[OR]
3. **Term.** Unless earlier terminated, the term of this Agreement will be effective for a period of ________ from the date first above written. The City Manager and YMCA President / CEO may amend the Agreement to extend it for additional periods in an amount not to exceed $_________ per _________. Extensions will be based upon a satisfactory review of Consultant's performance, Client needs, and appropriation of funds by the Redevelopment City Board. The parties will prepare a written amendment indicating the effective date and length of the extended Agreement.

[REMOVE THE PARAGRAPH 3 THAT IS NOT CHOSEN.]

4. **Schedule.** Consultant will adhere to the schedule set forth in Exhibit “A”, provided, that Client in its discretion may grant reasonable extensions of time for the performance of such services occasioned by unusually lengthy governmental reviews of Consultant's work product or other unavoidable delays occasioned by circumstances; provided, further, that such unavoidable delay will not include strikes, lockouts, work stoppages, or other labor disturbances conducted by, or on behalf of, Consultant's officers or employees.

Consultant acknowledges the importance to Client of Client’s project schedule and agrees to use its best professional efforts to meet the schedule. Client understands that Consultant’s performance must be governed by sound practices.

5. **Time is of the Essence.** Time is of the essence for each and every provision of this Agreement.

6. **Compensation.** Client shall pay to Consultant an amount not to exceed __________ Dollars ($_____) for the completion of all the work and services described herein, which sum shall include all costs or expenses incurred by Consultant, payable as set forth in Exhibit B, attached hereto and made a part hereof by reference.

   6.1 An application for payment form must be submitted to Client which shall include the following: a clear, detailed invoice reflecting work being billed for, a summary sheet showing hourly rates, hours worked, percentage of work completed to date, amount/percent billed to date and current status of all tasks within a project; any/all backup documentation supporting the above items. Work schedule updates must also be included with the payment requests.

   6.2 Consultant shall maintain adequate records and shall permit inspection and audit by Client of Consultant's charges under this Contract. Consultant shall make such records available to Client during normal business hours upon reasonable notice. Nothing herein shall convert such records into public records, and they will be available only to Client and any specified public agencies. Such records shall be maintained by Consultant for one (1) year following completion of the work under this Contract unless a longer period of time is required by state or federal law, in which event Consultant shall retain its records for the time required by such laws.
6.3. The payment made to Consultant pursuant to the Agreement will be the full and complete compensation to which Consultant is entitled. Client will not make any federal or state tax withholdings on behalf of Consultant or its agents, employees or subcontractors. Client will not be required to pay any workers' compensation insurance or unemployment contributions on behalf of Consultant or its employees or subcontractors. Consultant agrees to reimburse Client within thirty (30) days for any tax, retirement contribution, social security, overtime payment, unemployment payment or workers' compensation payment which Client makes on behalf of Consultant or any agent, employee, or subcontractor of Consultant for work done under this Agreement. At the Client’s election, Client may deduct the reimbursable amount from any balance owing to Consultant.

OR

6. Compensation. The total services are to be provided on a time and materials basis with a not-to-exceed fee. Material mark-ups will be __%, and the hourly rate by position is as follows:
___________________, _____________________, ___________________. The not-to-exceed amount payable for the Services to be performed during the initial term of this Agreement will be $_________. No other compensation for the Services will be allowed except for items covered by subsequent amendments to this Agreement. Client has the authority to withhold a 10% percent retention until has accepted all of the services specified in Exhibit "A." Incremental payments, if applicable, will be made as outlined in attached Exhibit "A."

Client

6.1 An application for payment form must be submitted to Client which shall include the following: a clear, detailed invoice reflecting work being billed for, a summary sheet showing hourly rates, hours worked, percentage of work completed to date, amount/percent billed to date and current status of all tasks within a project; any/all backup documentation supporting the above items. Work schedule updates must also be included with the payment requests.

6.2 Consultant shall maintain adequate records and shall permit inspection and audit by Client of Consultant’s charges under this Contract. Consultant shall make such records available to Client during normal business hours upon reasonable notice. Nothing herein shall convert such records into public records, and they will be available only to Client and any specified public agencies. Such records shall be maintained by Consultant for one (1) year following completion of the work under this Contract unless a longer period of time is required by state or federal law, in which event Consultant shall retain its records for the time required by such laws.

6.3. The payment made to Consultant pursuant to the Agreement will be the full and complete compensation to which Consultant is entitled. Client will not make any federal or state tax withholdings on behalf of Consultant or its agents, employees or subcontractors. Client will not be required to pay any workers' compensation insurance or unemployment contributions on behalf of Consultant or its employees or
subcontractors. Consultant agrees to reimburse Client within thirty (30) days for any tax, retirement contribution, social security, overtime payment, unemployment payment or workers' compensation payment which Client makes on behalf of Consultant or any agent, employee, or subcontractor of Consultant for work done under this Agreement. At the Client's election, Client may deduct the reimbursable amount from any balance owing to Consultant.

**CHOOSE THE APPROPRIATE PARAGRAPH 6 AND DELETE THE OTHER.**

7. **Status of Consultant.** Consultant will perform the Services as an independent contractor and not as an employee of City or YMCA. The persons used by Consultant to provide services under this Agreement shall not be considered employees of City or YMCA for any purposes.

8. **Subcontracting.** Consultant will not subcontract any portion of the Services without prior written approval of City Manager or his/her designee and the YMCA President / CEO. If Consultant subcontracts any of the Services, Consultant will be fully responsible to Client for the acts and omissions of Consultant's subcontractor and of the persons either directly or indirectly employed by the subcontractor, as Consultant is for the acts and omissions of persons directly employed by Consultant. Nothing contained in this Agreement will create any contractual relationship between any subcontractor of Consultant and Client. Consultant will be responsible for payment of subcontractors. Consultant will bind every subcontractor and every subcontractor of a subcontractor by the terms of this Agreement applicable to Consultant's work unless specifically noted to the contrary in the subcontract and approved in writing by Client.

9. **Other Consultants.** The Client reserves the right to employ other consultants in connection with the Services including but not limited to engineers, designers, communication consultants and estimators.

10. **Hold Harmless.** Consultant shall, to the fullest extent allowed by law, with respect to all services performed in connection with this Agreement, defend with counsel acceptable to Client, indemnify, and hold Client, its officers, employees, agents, and volunteers, harmless from and against any and all claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, subcontractor, or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable ("Claims"). Consultant will bear all losses, costs, damages, expense and liability of every kind, nature and description, including attorney’s fees, experts fees, court costs and disbursements, that arise out of, pertain to, or relate to such Claims, whether directly or indirectly ("Liability"). Such obligations to defend, hold harmless and indemnify the Client shall not apply to the extent that such Liability is caused by the sole negligence or willful misconduct of the Client.

With respect to third party claims against the Consultant, the Consultant waives any and all rights of any type of express or implied indemnity against the Indemnitees.
However, notwithstanding the foregoing, in accordance with California Civil Code Section 1668, nothing in this Agreement shall be construed to exempt the Client from its own fraud, willful injury to the person or property of another, or violation of law.

Furthermore, notwithstanding the forgoing, to the extent this Agreement is a "construction contract" as defined by California Civil Code section 2783, as may be amended from time to time, such duties of Consultant to indemnify shall not apply when to do so would be prohibited by California Civil Code Section 2782.

Nothing herein contained in this Agreement shall be construed to require Consultant to indemnify Indemnities against any responsibility or liability in contravention of California Civil Code Section 2782.8.

The Parties expressly agree that any reasonable payment, attorney's fee, cost or expense Client incurs or makes to or on behalf of an injured employee under the Client's self-administered workers' compensation is included as a loss, expense or cost for the purposes of this section.

The Parties expressly agree that this section shall survive the expiration or early termination of the Agreement.

11. **Insurance.** Consultant shall obtain and maintain for the duration of the Agreement and any and all amendments, insurance against claims for injuries to persons or damage to property which may arise out of or in connection with performance of the Services by Consultant or Consultant's agents, representatives, employees or subcontractors. The insurance carrier is required to maintain an A.M. Best rating of not less than "A-: VII".

11.1 **Coverages and Limits.** Consultant, at its sole expense, shall maintain the types of coverages and minimum limits indicated below, unless otherwise approved by Client in writing. These minimum amounts of coverage will not constitute any limitations or cap on Consultant's indemnification obligations under this Agreement.

11.1.1 **Commercial General Liability Insurance.** Consultant shall maintain occurrence based coverage with limits not less than $1,000,000 per occurrence. If the submitted policies contain aggregate limits, such limits will apply separately to the Services, project, or location that is the subject of this Agreement or the aggregate will be twice the required per occurrence limit. The Commercial General Liability insurance policy shall be endorsed to name the Client, its officers, agents, employees and volunteers as additional insureds, and to state that the insurance will be primary and not contribute with any insurance or self-insurance maintained by the Client.
11.1.2 **Business Automobile Liability Insurance.** Consultant shall maintain coverage with limits not less than $1,000,000 per each accident for owned, hired and non-owned automobiles.

11.1.3 **Workers' Compensation Insurance.** Consultant shall maintain coverage as required by the California Labor Code. The Workers' Compensation policy shall contain an endorsement stating that the insurer waives any right to subrogation against the Client, its officers, agents, employees and volunteers.

11.1.4 **Employer's Liability Insurance.** Consultant shall maintain coverage with limits not less than $1,000,000 per each accident for bodily injury or disease.

11.1.5 **Professional Liability Insurance.** Consultant shall maintain coverage with limits not less than $1,000,000 per occurrence. Professional Liability may be written as claims-made coverage.

11.2 **Notice of Cancellation.** This insurance will be in force during the life of the Agreement and any extensions of it and will not be canceled without Consultant providing thirty (30) days prior written notice to Client sent pursuant to the Notice provisions of this Agreement.

11.3 **Providing Certificates of Insurance and Endorsements.** Prior to Client’s execution of this Agreement, Consultant shall provide to Client certificates of insurance and above-referenced endorsements sufficient to satisfaction of Client’s Risk Managers. In no event shall Consultant commence any work or provide any Services under this Agreement until certificates of insurance and endorsements have been accepted by Client’s Risk Managers.

11.4 **Failure to Maintain Coverage.** If Consultant fails to comply with these insurance requirements, then Client will have the option to declare Consultant in breach, or may purchase replacement insurance or pay the premiums that are due on existing policies in order to maintain the required coverages. Consultant is responsible for any payments made by Client to obtain or maintain insurance and Client may collect these payments from Consultant or deduct the amount paid from any sums due Consultant under this Agreement.

11.5 **Submission of Insurance Policies.** Client reserves the right to require, at any time, complete copies of any or all required insurance policies and endorsements.

12. **Business License.** Consultant will obtain and maintain a City of Redwood City Business License for the term of the Agreement, as may be amended from time-to-time.
13. **Maintenance of Records.** Consultant will maintain complete and accurate records with respect to costs incurred under this Agreement. All records will be clearly identifiable. Consultant will allow a representative of Client during normal business hours to examine, audit, and make transcripts or copies of records and any other documents created pursuant to this Agreement. Consultant will allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

14. **Ownership Of Documents.** All work product produced by Consultant or its agents, employees, and subcontractors pursuant to this Agreement is the property of Client. In the event this Agreement is terminated, all work product produced by Consultant or its agents, employees and subcontractors pursuant to this Agreement will be delivered to Client pursuant to the termination clause of this Agreement. Consultant will have the right to make one (1) copy of the work product for Consultant’s records.

Upon termination or completion of this contract, the design shall be provided to Client in AutoCAD (version 2013 or earlier) or alternative agreed upon software program, and in PDF format to the City of Redwood City and the YMCA of Silicon Valley. The City and YMCA will have the right to use the files, data, drawings, specifications and other documents prepared by the Architect with respect to future or other additions or alterations to the Project, or the buildings of the Project and in connection with such use.

15. **Copyrights.** Consultant agrees that all copyrights that arise from the Services will be vested in Client and Consultant relinquishes all claims to the copyrights in favor of Client.

16. **Notices.** The name of the persons who are authorized to give written notices or to receive written notice on behalf of Client and on behalf of Consultant under this Agreement.

Except as otherwise stated, all notices to be provided or that may be provided under this Agreement must be in writing and delivered by regular and certified mail. Each party will notify the other immediately of any changes of address that would require any notice or delivery to be directed to another address.

17. **Conflict of Interest.** City will evaluate Consultant’s duties pursuant to this Agreement to determine whether disclosure under the Political Reform Act and City’s Conflict of Interest Code is required of Consultant or any of Consultant’s employees, agents, or subcontractors. Should it be determined that disclosure is required, Consultant or Consultant’s affected employees, agents, or subcontractors will complete and file with the City Clerk those schedules specified by City and contained in the Statement of Economic Interests Form 700.

Consultant, for Consultant and on behalf of Consultant’s agents, employees, subcontractors and consultants warrants that by execution of this Agreement, that they
have no interest, present or contemplated, in the projects affected by this Agreement. Consultant further warrants that neither Consultant, nor Consultant’s agents, employees, subcontractors and consultants have any ancillary real property, business interests or income that will be affected by this Agreement or, alternatively, that Consultant will file with City an affidavit disclosing this interest.

18. **General Compliance with Laws.** Consultant will keep fully informed of federal, state and local laws and ordinances and regulations which in any manner affect those employed by Consultant, or in any way affect the performance of the Services by Consultant. Consultant will at all times observe and comply with these laws, ordinances, and regulations and will be responsible for the compliance of Consultant’s Services with all applicable laws, ordinances and regulations.

19. **Discrimination and Harassment Prohibited.** Consultant will comply with all applicable local, state and federal laws and regulations prohibiting discrimination and harassment.

20. **Termination.** In the event of the Consultant’s failure to prosecute, deliver, or perform the Services, Client may terminate this Agreement for nonperformance by notifying Consultant in writing pursuant to the notice provisions of this Agreement.

If Client decides to abandon or postpone the work or services contemplated by this Agreement, Client may terminate this Agreement upon written notice to Consultant pursuant to the notice provisions of this Agreement. Termination will be effective immediately upon notification.

Within 10 days of termination Consultant will assemble the work product without charge and put it in order for proper filing and closing and deliver it to Client. Consultant will be paid for work performed up to the termination date; however, the total will not exceed the lump sum fee payable under this Agreement. Client will make a determination of final payment based upon the value of the work product delivered to Client and the percentage of the services performed.

21. **Covenants Against Contingent Fees.** Consultant warrants that Consultant has not employed or retained any company or person, other than a bona fide employee working for Consultant, to solicit or secure this Agreement, and that Consultant has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon, or resulting from, the award or making of this Agreement. For breach or violation of this warranty, Client will have the right to annul this Agreement without liability, or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of the fee, commission, percentage, brokerage fees, gift, or contingent fee.
22. **Claims And Lawsuits.** Consultant acknowledges that if a false claim is submitted to Client by Consultant, it may be considered fraud and Consultant may be subject to criminal prosecution. Consultant acknowledges that California Government Code sections 12650 *et seq.*, the False Claims Act applies to this Agreement and, provides for civil penalties where a person knowingly submits a false claim to a public entity. These provisions include false claims made with deliberate ignorance of the false information or in reckless disregard of the truth or falsity of information. If Client seeks to recover penalties pursuant to the False Claims Act, it is entitled to recover its litigation costs, including attorney's fees. Consultant acknowledges that the filing of a false claim may subject Consultant to an administrative debarment proceeding as the result of which Consultant may be prevented to act as a Consultant on any public work or improvement for a period of up to five (5) years. Consultant acknowledges disbarment by another jurisdiction is grounds for Client to terminate this Agreement.

23. **Jurisdiction and Venue.** Any action at law or in equity brought by either of the Parties for the purpose of enforcing a right or rights provided for by this Agreement will be tried in a court of competent jurisdiction in the County of San Mateo, State of California, and the Parties waive all provisions of law providing for a change of venue in these proceedings to any other county.

24. **Successors and Assigns.** It is mutually understood and agreed that this Agreement will be binding upon the Parties and their respective successors. Neither this Agreement nor any part of it nor any monies due or to become due under it may be assigned by Consultant without the prior consent of Client, which will not be unreasonably withheld.

25. **Paragraph Headings.** Paragraph headings as used herein are for convenience only and will not be deemed to be a part of such paragraphs and will not be construed to change the meaning thereof.

26. **Entire Agreement.** This Agreement, together with any other written document referred to or contemplated by it, along with the purchase order for this Agreement and its provisions, embody the entire Agreement and understanding between the parties relating to the subject matter of it. In case of conflict, the terms of the Agreement supersede the purchase order and any other attachment or exhibit. Neither this Agreement nor any of its provisions may be amended, modified, waived or discharged except in a writing signed by both parties.

27. **Authority.** The individuals executing this Agreement and the instruments referenced in it on behalf of Consultant each represent and warrant that they have the legal power, right and actual authority to bind Consultant to the terms and conditions of this Agreement.

CITY: City of Redwood City, 1017 Middlefield Road
Redwood City, CA 94063

By: __________________________

ATTEST:

_______________________________

Silvia Vonderlinden, City Clerk

YMCA of Silicon Valley

By: __________________________

CONSULTANT:    [NAME]  
                [ADDRESS]

*By: __________________________  **By: __________________________

Printed Name: __________________  Printed Name: __________________

Title: __________________________  Title: __________________________

If required by City, proper notarial acknowledgment of execution by Consultant must be attached. If a Corporation, Agreement must be signed by one corporate officer from each of the following two groups.

*Group A.
Chairman,  
President, or 
Vice-President

**Group B.
Secretary,  
Assistant Secretary, 
CFO or Assistant Treasurer

Otherwise, the corporation must attach a resolution certified by the secretary or assistant secretary under corporate seal empowering the officer(s) signing to bind the corporation.