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**REQUEST FOR QUALIFICATIONS
FOR
ARCHITECTURAL SERVICES
NH-2025-RFQ-02**

Introduction:

New Horizons Affordable Housing and Development Inc. (New Horizons), is a California nonprofit public benefit corporation and an affiliate of the Housing Authority of the County of Santa Cruz (HACSC). New Horizons is issuing the following Request for Qualifications (RFQ) for Architectural Services. New Horizons' purpose includes, but is not limited, to supporting HACSC with acquiring, providing, developing, financing, rehabilitating, owning, and operating affordable housing for low-income individuals. New Horizons actively manages approximately 294 affordable housing units in Santa Cruz County. New Horizons is committed to enhancing and preserving its existing affordable portfolio as well as expanding opportunities for high quality affordable housing for low-income residents of Santa Cruz County. This RFQ is issued solely by New Horizons and is not issued by HACSC but may be placed on HACSC's website for convenience and ease of access.

Request for Qualifications:

New Horizons is issuing a Request for Qualifications (RFQ) for Architectural Services to select an Architecture Firm (Architect) for the design and construction of a low-income housing development at 2021 - 2031 Chanticleer Avenue, Santa Cruz (Project). Services will include but are not limited to typical architectural services to include project management, design, development, bid documents, bidding support, and construction support services. New Horizons will conduct a separate solicitation to procure a General Contractor for the construction of the Project.

The Project will provide quality rental apartments for low-income residents. New Horizons anticipates applying for Low-Income Housing Tax Credits (LIHTC) and the architecture design and plans should be prepared to maximum the Project competitiveness for a LIHTC award.

PROPOSAL SUBMISSION

Submissions to the RFQ must be submitted electronically via the BidNet Direct procurements system by the deadline indicated. Prospective bidders must be registered with BidNet Direct to participate in this solicitation and can create an account at no cost by visiting <https://www.bidnetdirect.com/california/housingauthorityofcountyofsantacruz>.

I. Bid Schedule and Project Timeline:

New Horizons is seeking an Architect with the capacity and resources to begin work in **Spring 2025** and be able to provide services through the lifetime of the project. New Horizons may extend the contract if needed.

Architectural Services RFQ Timeline	
Action	Date
RFQ Issue Date	January 6, 2025
Questions Due Date	January 20, 2025
Submission Due Date	February 7, 2025
Interviews (if necessary)	Week of February 18, 2025
Recommendation / Notification of Award	February 28, 2025

1. Deadline for Questions:

All questions and requests for clarification or additional information, must be addressed in writing via the BidNet Direct procurement system by **Monday, January 20, 2025 at 5:00 p.m.** Responses to such inquiries will be made in writing via the BidNet Direct platform. To avoid giving one prospective Proposer an advantage over another during the solicitation process, New Horizons will NOT conduct any substantive discussions with a prospective Proposer when other prospective Proposers are not present. New Horizons may redirect the asking party back to the solicitation documents where his/her question has already been addressed. Otherwise, New Horizons will direct the asking party to submit his/her inquiry via BidNet Direct platform so that HACSC may more fairly respond to all Proposers in writing by addendum. Proposers are responsible for obtaining and reading all addenda.

2. Submission Deadline:

Submissions to the RFQ must be submitted electronically via the BidNet Direct procurement system no later than February 7, 2025, at 5:00 p.m. All proposals must include the completed bid form included in this RFQ. Prospective bidders must be registered with BidNet Direct to participate in this solicitation and can create an account at no cost by visiting: <https://www.bidnetdirect.com/california/housingauthorityofcountyofsantacruz>.

3. Intent to Award:

New Horizons will post a “Notice of intent to award” on the BidNet Direct platform the week of February 28, 2025. Contract Award(s) are subject to approval by New Horizons Board of Directors prior to execution.

II. Property Description and Scope of Work:

PROPERTY DESCRIPTION:

The affordable housing project is located on Chanticleer Avenue, 2.6 miles east of downtown Santa Cruz. The 1.01 acre-site is immediately north of and contiguous with Chanticleer Ave. County Park. The site was cleared of all structures in 2023.

The design will consist of a single 3 story structure over a semi-subterranean parking garage with 50-78 parking spaces. Elevator access is provided to all levels. The site is an east-west oriented rectangle which facilitates ideal visual aspect and southern orientation to the adjacent park.

The project is proposed to include between 46 and 54 rental units including one manager’s unit. The proposed unit mix will include 50% 2- and 3- bedroom units, with the remaining units to include studios and 1-bedrooms. Units will be restricted to occupancy by low-income households with incomes at or below 80% of the Santa Cruz County area median income (AMI).

The project will consist of the 3-story residential building and all necessary infrastructure including, but not limited to, curb, gutter, sidewalks, lighting water, sewer and electrical connections (including undergrounding if applicable), water drains, parking spaces and drive aisle, landscaping and off-site improvements as required.

The project will include at least one community room that may include a kitchen, community laundry rooms, and outside playground area.

The residential units will be designed for energy efficiency and will include rated appliances consistent with the California Energy Code (Title 24).

The current property owner hired Hochhauser Blatter Architecture and Planning, Inc. to develop schematic site plans to understand the property’s development potential. New Horizons is in general agreement with the current conceptual layout of the development but will work with the chosen Architect to refine the design, floor plans, and finish materials. The schematic plans are included as Attachment A to this RFQ.

SCOPE OF WORK:

The following Scope of Work includes but is not limited to architecture, site planning, structural, mechanical, electrical, and civil engineering, landscape architecture, cost estimating and construction management.

- 1. General Services.** The Proposer will demonstrate that they can perform all architectural, engineering and project management related work necessary to prepare plans and specifications suitable for the development of a quality residential

rental housing project.

Architectural and engineering services shall consist of all items of work necessary for verification of building program, site planning, exterior schematic design, design development, County development review and permitting, construction documents, plan submittal, contract documents, and construction administration for the project. The Architect selected for this project will peer review the schematic architectural plans and finalize the building program. The selected Architect will perform the following services which will include but is not limited to:

- a. Design Development
- b. Schematic design refinement
- c. Mechanical Engineering and design
- d. Electrical Engineering and design
- e. Structural Engineering and design including Seismic Analysis
- f. Plumbing Engineering and design
- g. Utilities Design and Coordination
- h. Lighting Engineering
- i. Acoustical Engineering to mitigate excessive site noise
- j. Security System design
- k. Artistic renderings
- l. Interior Design Services including interior materials, finishes, and fixtures
- m. Full Building Energy Modeling in compliance with Calgreen mandatory measures and strives to align with Living Building Standards and LEED ratings.
- n. Management of all engineering and specialty consultants
- o. Construction cost estimation
- p. Preparation of Construction Documents for plan check submittal and bidding
- q. Construction administration and support
- r. Post-occupancy review and minor re-designs as needed

- 2. Project Management.** The Architect will be the primary responsible party for managing the project's schedule and consultant contract budget. In addition, the Architect is expected to attend a monthly progress meeting and prepare action item logs for subsequent follow-up. The Architect is expected to maintain frequent and timely communication with New Horizons staff throughout the duration of the project.

All project schedules shall be prepared in Gantt chart format. Two weeks for each New Horizons review shall be included. Schedule updates shall be provided at all progress meetings. Architect's own team should have provisions for quality assurance/quality control over the work product prepared for New Horizons. A statement of peer review will be required for overall constructability, coordination, and reasonable reduction in errors and omissions. The Architect is expected to

communicate often and early with respect to the schedule and budget.

The Architect will complete the following tasks and meetings throughout the duration of the project.

- a. Bi-weekly project management conference call with New Horizons staff (may be combined with another project meeting as appropriate)
- b. Progress check-ins with the Board of Directors and Board Subcommittee at intervals appropriate to the development of the design
- c. In-person community meetings located within Santa Cruz County to inform the neighborhood of the project, share schematic designs, and receive feedback
- d. Meeting Documentation (Agenda and Minutes for any facilitated project meeting)

- 3. Design Development.** The Architect shall be the Engineer of Record and responsible for design and preparation of complete plans and technical specifications for the project. The Architect must perform an adequate field investigation to confirm existing conditions.

Because there already exists a schematic plan for the project, there will be a first phase of schematic design review, during which time this schematic design will be revisited, reconsidered and revised, or replaced based upon new input from New Horizons staff, the selected firm, and members of the community through any public outreach efforts. The schematic design is included in Attachment A

The selected Architect shall be responsible for working with New Horizons to engage in any community outreach and participation process. Outreach efforts will take place during the schematic plan refinement, but follow-up during later phases may also be required.

All work shall be compliant with all applicable rules, regulations, code, law, and good practice for public facilities. When possible, the Architect shall incorporate “green” building/construction practices, sustainability, energy efficiency, and low operations and maintenance costs into recommendations and subsequent design.

Use of contractors and all applicable subcontractors may be required to pay state and federal prevailing wages. This includes those performing surveying work, material testing, inspection, trucking, boring, potholing, concrete deliveries and temporary service companies who provide workers to prevailing wage contractors. Specifications shall be prepared accordingly.

Plans and specifications shall provide sufficient detail to result in a good quality

product while allowing competitive pricing where possible and appropriate and provide options to the contractor where appropriate to obtain the same good level of quality for the best bid price. Plans and specifications shall not specify proprietary products or services.

- a. **Schematic Design Refinement.** The schematic design phase shall include refinement or replacement of the pre-existing schematic design prepared by HBA Architects. During this phase, there will be additional public outreach with at least one community meeting and coordination New Horizons Board of Directors. A presentation to the Board of Directors may be required to get approval to proceed with the 30% design. Work products to be provided shall include but may not be limited to:
 - i. Two alternative exterior designs may be requested to be prepared for consideration by New Horizons. New Horizons would like the exterior of the building to be distinctive yet harmonious with existing residences in the vicinity.
 - ii. Schematic floor plans and elevations shall be prepared at a scale of 1' = 1/4", of other scale approved by New Horizons. The schematic floor plans shall show the units per floor and the configuration of rooms within each unit.
 - iii. The exterior elevations shall include all 4 elevations and be color rendered, suitable for presentation at public meetings.
 - iv. One 3-D color rendering shall be prepared for each alternative schematic design.
 - v. The Architect shall also prepare an opinion of probable cost based on the schematic design.

The schematic design materials are available as Attachment A

- b. **30% Submittal & Design Review.** The Architect will submit the 30% complete Design Development Set of the proposed housing development including renderings. The Architect will submit three (3) full size sets and three (3) half size sets as well as a PDF digital copy. Additional coordination with the New Horizons Board of Directors as well as a subsequent community meeting may be required at this stage. The 30% submittal will include:
 - i. Cover sheet and plan sheets with base mapping and schematic details.
 - ii. Renderings
 - iii. Cut sheets for equipment/appurtenances.
 - iv. Schematic Materials Palette
 - v. Coordination of utilities
 - vi. Project schedule update
 - vii. 30% construction cost estimate
 - viii. Table of Contents list for technical specifications

- ix. Water Efficiency design calculations
- x. Energy model
- xi. Status of application for PG&E
- xii. Overview of sustainable features, green design elements, and other design elements in alignment with Living Building Standards and LEED ratings.
- xiii. Documentation of outreach with franchise utility companies for facilities needing to be relocated or adjusted to grade as a result of the proposed construction activities

c. 60% Submittal & Design Review. The Architect will submit the 60% complete Design Development Set of the project for New Horizons review, Plan Check, Constructability Review and Bid-Ability review. Consultant will submit three (3) full size sets and three (3) half size sets as well as a PDF digital copy. The 60% submittal will include:

- i. 60% plans with all subcontracted work accounted for in this submittal. All project details have been accounted for.
- ii. 60% specifications including technical specifications and special provisions, with recommended changes in track changes format.
 - 1. Bid schedule and item descriptions
 - 2. A list of minimum required submittals during construction
 - 3. List of information available to Bidders (provided by New Horizons)
 - 4. A table listing all inspections (including any special inspections and materials testing) and associated responsibility
 - 5. A table list of material warranties, and associated warranty periods
- iii. Updated Materials Palette
- iv. Project schedule update
- v. 60% construction cost estimate (bid schedule). Utility conflicts have been resolved or a timeline for resolution has been determined
- vi. Responses to New Horizons' 30% review comments
- vii. New utilities

d. 90% Submittal. The Architect will submit the 90% complete Design Development Set of the development plans to New Horizons for Plan Check, Constructability Review and Bid-Ability review. The Architect will submit three (3) full size sets and three (3) half size sets as well as a PDF digital copy.

Peer review shall have been accomplished by this stage, with the statement and signature on the cover sheet. The professional shall sign, date and seal the following Certification of Peer Review on the plan set cover sheet with the transmittal of the final plans and specifications:

“The undersigned hereby maintains that a professional peer review of these plans and the required designs was conducted by me, a licensed Architect with expertise and experience in the appropriate fields of architecture equal to or greater than the Architect of Record, and that to the best of my knowledge and belief the appropriate corrections have been made.”

The Architect shall be responsible for submitting the 90% design package to the County of Santa Cruz Community Development and Infrastructure Department for entitlement permits. The Architect shall coordinate with New Horizons to determine the appropriate State housing regulations to utilize to streamline the review process.

The Architect shall inform and provide documentation to New Horizons when an application has been formally submitted, when any corrections and/or correspondence are received from the County, or when any resubmittal of plans have been made to the County for review.

Documents to be included:

- i. 90% specifications
- ii. Reviewed bid instructions
- iii. Finalized technical specifications
- iv. Finalized Special Provisions
- v. Finalized Materials Palette
- vi. Project schedule update
- vii. 90% construction cost estimate
- viii. Responses to New Horizons’ 60% review comments, along with return of mark ups
- ix. New utilities
- x. PG&E new service
- xi. Prepare submittal for County of Santa Cruz building department to obtain building permits

4. Submittal of Construction Project Package. The Architect will submit the Project Package to the County of Santa Cruz on behalf of New Horizons. The Project Package will incorporate New Horizons’ final comments from the 90% submittal, including incorporation of any stakeholder comments. The Project Package submittal will include hard copies and digital format (PDF and native format) of each of the documents listed below:

- a. One hard copy full size set of drawings stamped and signed on each sheet by the Architect of Record and by each discipline, as well as a PDF digital copy.
- b. Technical specifications, with cover sheet stamped and signed by all required disciplines in PDF format.

- c. Final project schedule update
- d. Final construction cost estimate

Deliverables Bid Package:

- a. Drawings
- b. Technical Specifications
- c. Revised Special Provisions
- d. Construction Cost Estimate
- e. Written Responses to County Comments

5. Construction Solicitation Services. The Architect shall provide support to New Horizons in the Solicitation process to identify a contractor to build the project. While all communication with prospective contractors shall be directed through the New Horizons Development Director during the Solicitation Phase, the following services shall be the responsibility of the Architect:

- a. Architect attendance at a pre-bid meeting
- b. Response to all bidder's requests for information (RFIs)
- c. Support New Horizons' coordination efforts to inform plan-holders of significant responses to RFIs.
- d. Preparation of addenda as necessary. If addenda to bid documents are extensive and are because of the Architect's work product, conformed documents shall be prepared at no expense to New Horizons. City will provide reproduction services.

Deliverables. The Architect will provide the following:

- a. Responses to Requests for Information
- b. Addenda
- c. Conformed Documents, if required

6. Construction Administration Services. Construction Administration Services will support project construction through New Horizons or New Horizons-hired Construction Management Firm. This phase will include:

- a. Attend and prepare information for a coordination meeting between the design team and the construction management team. The Architect shall be prepared to address:
 - i. Key Project Design Drivers
 - ii. Possible construction pitfalls as they relate to achieving design intent
 - iii. Items for the construction management team to be aware of (special working hours, shortened timelines for submittal reviews, etc.).
- b. Attend the pre-construction meeting.
- c. Attend bi-weekly or weekly construction progress meetings, with frequency to

- be adjusted as appropriate to the schedule and pace of the work
- d. Participate in the final walkthrough and development of punch lists.
 - e. Respond to RFIs, which includes clarifying or providing revisions or additional detail where necessary on the plans and specifications. Response to RFIs shall be timely in order to avoid construction delays and claims.
 - f. The Architect shall stamp and sign any revisions to the contract plans as a result of responses to RFIs or as a result of executed change orders. Consultant shall ensure that all changes are in compliance with the applicable codes and coordinate with the County of Santa Cruz Community Development and Infrastructure Department.
 - g. Review and respond to all submittals within the period allocated in the contract documents.
 - h. Review any proposed substitutions, if any, for conformance to plans and specifications.
 - i. Review and make recommendations on proposed changes to the contract (Request for Quotations and Contract Change Orders).
 - j. Prepare Record Drawings based upon red-lines provided by the contractor and field reviews. Final Record Drawings will be submitted electronically, in PDF and CAD format.
 - k. Participate in a “Lessons Learned Meeting” with all parties at the end of the project

III. MINIMUM QUALIFICATIONS AND PROPOSAL CONTENTS:

MINIMUM QUALIFICATIONS AND RELATED EXPERIENCE:

Proposals will be considered only from firms who can demonstrate the following minimum qualifications:

1. The professional(s) assigned shall be fully qualified and licensed as required by the State of California and the license(s) shall remain current and in good standing throughout the term of the contract
2. The individual or individuals or sub-consultants who will be assigned the responsibility to projects shall have significant experience in design and construction consulting within the last five years in the State of California
3. Proposer and staff shall be knowledgeable of all applicable building codes, American with Disabilities Act, Title 24, and all other applicable Federal, State, and local laws
4. Experience with design and construction consulting for public agencies
5. Experience with obtaining permits for projects in Santa Cruz County

PROPOSAL CONTENTS:

1. Transmittal or Cover Letter:

- a. To the attention of: Suzi Merriam, Development Director
 - b. The cover letter shall identify the legal name of the Proposer, along with name of contact person, address, phone number, and email address. The cover letter may also be supplemented by a brief narrative about why the proposer is interested in this opportunity
 - c. Signed by an authorized signatory of the Architectural Firm
2. Firm Profile and Project Team:
- a. Project Architecture Firm description
 - b. The Architect and proposed subconsultants (if applicable) must be able to demonstrate expertise, experience, and the ability to provide the services and complete the tasks described in the Scope of Services. Include a brief description of the Architectural Firm and subconsultant team (if applicable), including number of employees and years in business.
 - c. Prime(s): Provide a detailed resume of the proposed principal-in-charge, the lead engineer, and any other parties that will be responsible for this project. Clearly identify their relevant experience (former projects) with photos
 - d. Subconsultants: Provide a detailed resume of all proposed subconsultants, if any
 - e. Confirm that the key project personnel shall not be substituted without approval by New Horizons. New Horizons shall approve any new, key team members
 - f. A table of organization setting forth the project lead, supporting staff, and sub-consultants
 - g. New Horizons reserves the right to recommend replacement of one or more proposed subconsultants for any reason
3. Relevant Experience: Describe experience in providing the necessary services for at least three (3) projects similar in size and scope to the proposed development outlined in the RFQ. For each project, provide the following information:
- a. Client name, project name and location
 - b. Description of project scope
 - c. Month and year commenced and was (or will be) completed
 - d. Project construction cost
 - e. Contract amount
 - f. Firm's project responsibility
 - g. Names of key personnel involved in working on the projects
 - h. Two (2) client references for each project, including contact names, addresses, email addresses and telephone numbers
4. Project Approach, Organization, and Local Presence: Proposed approach and organization for providing architectural services. The successful candidate will

indicate an understanding of the critical project elements, construction phases, and understanding of the regulatory requirements of affordable housing development.

5. Project Timeline and Schedule

- a. Layout the proposed timeline of the project through design documents through completion of construction and post-construction occupancy review
- b. Describe the time schedule for each proposed task and subtask. Indicate proposed work periods, milestones, and proposed completion dates, as well as anticipated regular meeting periods

6. Cost/Fee Proposal

The Architect shall provide a separate fee proposal for the requested services. The actual dollar fee paid to the Architect shall be a not to exceed cost. The architect's cost proposal shall also include all fees to be paid to the Architect's consultants. In addition to the not to exceed cost for the project, the architect shall provide a schedule of hourly billing rates for the various levels of staff who may participate in the project, should the need for extra services arise. No additional markup will be allowed on fees quoted.

All prints and reproduction charges for documents used by Architect and their consultants for their "in house" use are to be included in the contract price. All reimbursable expenses shall require prior authorization from New Horizons.

- a. The Architect shall provide an itemized schedule of costs to accomplish each deliverable and task.
- b. The Architect and subconsultants shall provide a complete list of all staff hourly rates of the positions by name that would be invoiced, i.e., Principal, Lead Engineer, CAD drafter, Administrative Support, etc. Hourly rates shall be divided into base salary, fringe benefits, overhead, indirect cost surcharges, profit, consistent with prevailing wage requirements.
- c. The contract amount will be a not-to-exceed amount. During the contract term, there is no provision for hourly rate increases or adjustments. If an amendment to extend the contract expiration becomes necessary, hourly rate increases/adjustments will be negotiated.
- d. The proposal shall show a lump sum cost estimate for each task identified with a breakdown. In addition, subconsultants should be identified in the scope of work.
 - i. Provide cost estimates for each subtask by classifications, providing hourly billing rates for personnel, with the estimated total based on hourly estimates. The estimate shall include all clerical, administrative, and support

- functions.
- ii. The cost estimate shall include provisions for meeting with the agency to report progress of the work
7. **Additional Services:** The Architect may propose any additional, optional services it believes would complement or augment the scope of services requested by this RFQ. New Horizons reserves the right to consider these additional, optional services in its evaluation of proposals and may, at its sole discretion, award additional, optional services to any proposer.
 8. A summary of the Architect’s understanding of the contract requirements as a whole and the unique capabilities to perform the services required.
 9. An identification of any modifications to the attached New Horizons Standard Contract (Attachment C) the consultant would require prior to entering into an agreement with New Horizons.

IV. EVALUATION CRITERIA

New Horizons is seeking comprehensive proposals addressing all sections identified. The following criteria will be considered by New Horizons:

	Evaluation Criteria	Points
1.	Qualifications and related experience (including construction experience, familiarity with multifamily housing, HUD, prevailing wage, LIHTC)	22
2.	Project Understanding – Understanding of the project requirements, familiarity with permitting through the County of Santa Cruz	22
3.	Approach (Problem Solving – Firm and project team’s ability to problem solve construction issues effectively and to be situationally adaptable, communication and maintenance of staff for the duration of the project)	22
4.	Proposed Team – Detailed list of qualifications of staff and sub-consultants to be assigned to the project	22
5.	Cost proposal	12
	Total Points	100

V. RESERVATION OF RIGHTS

This RFQ does not commit New Horizons to continue with the procurement process or select

and award an Architectural Services contract. New Horizons reserves the right to cancel the procurement in whole or in part, at its sole discretion, at any time before the Architectural Services contract is fully executed and approved on behalf of New Horizons. New Horizons further reserves the right to reject all submissions and seek new proposal or proposals when New Horizons considers such procedure to be in its best interest. New Horizons reserves the right to terminate a contract awarded pursuant to this RFQ, at any time for its convenience upon 10 days written notice to the successful proposer(s).

New Horizons reserves the right to waive any minor irregularities and omissions in the information contained in the Proposal it receives, and to make the final determination of which Contractor firms are considered.

New Horizons reserves the right to negotiate the fees proposed by the responding party and reserves the right to determine the location that the successful proposer shall provide the services called for in this RFQ.

The party responding to this RFQ accepts all risks and costs associated with completion of their proposal. The submittal of a response and qualification package and its use by New Horizons will not give rise to any liability on the part of New Horizons to the submitting party or any third party or person. No guarantees are made or implied that the Project will be developed either in whole or in part.

New Horizons reserves the right to retain all proposals submitted and not permit withdrawal for a period of 60 days subsequent to the deadline for receiving proposals without the written consent of the Agency. The California Public Records Act (Cal. Govt. Code sections 6250 et seq.) mandates public access to government records. Any submissions that are not opened will remain sealed and will be returned to the submitting party. To the extent required by law, upon request, New Horizons will make available to the public after award of contract: (i) All opened Proposals including all information submitted; (ii) All correspondence and written questions submitted during the proposal period; and (iii) All subsequent evaluation information. Except as otherwise required by law, New Horizons will not disclose financial details or trade secrets submitted that have been designated confidential by the submitting party. Any financial details or trade secrets that a submitting party believes should be exempt from disclosure must be specifically identified and marked as "confidential trade secrets" and that material must be submitted in a separate envelope clearly labeled as confidential. Upon receipt of a request under the Public Records Act, New Horizons will notify the proposer. If proposer requests that New Horizons withhold from disclosure the information identified as confidential, the proposer will assume all responsibility for any challenges resulting from the non-disclosure, indemnify and hold harmless New Horizons from and against all damages (including but not limited to attorney's fees that may be awarded to the party requesting the proposer's information), and pay any and all cost and expenses related to the withholding of proposer's information. Proposer will not make a claim, sue, or maintain any legal action against New Horizons or its directors, officers, employees, or agents concerning the withholding from disclosure of the proposer's information. Failure to

respond to New Horizons' notice or enter into a defense and indemnity agreement with New Horizons constitutes a complete waiver of any rights regarding the information designated as proprietary/confidential and such information will be disclosed pursuant to applicable procedures under the Public Records Act. If the proposer does not request that New Horizons withhold from disclosure information identified as confidential, New Horizons will have no obligation to withhold the information from disclosure and may release the information sought without any liability to the New Horizons.

Representatives of New Horizons can:

- Request clarification of responses submitted before the final selection of a contractor for this project
- Reject any or all responses
- Waive any informality in the selection process
- Terminate this selection process at any time
- Negotiate the fees proposed by bidders for this project
- Award a contract on a fixed fee or time and material basis, or both
- Award a contract that provides the best value to New Horizons as determined solely by New Horizons in its absolute discretion
- New Horizons shall not be liable for any expense incurred in relation to the preparation or submittal of proposals. Such expenses include, but are not limited to, expenses for preparing the proposal or related information in this RFQ, negotiations with New Horizons on any matter related to the Proposals, any attorneys' fees incurred prior to execution of final construction documents, affidavits and certifications, and costs associated with interviews, meetings, travel or presentations. Additionally, New Horizons shall not be liable for expenses incurred as a result of New Horizons' rejection of any Proposal made in response to the RFQ.

Vendors wishing to contest the selection process or results will have five (5) business days from the date of the notice of final selection to submit written complaints by email to John Fleisher, Controller, at johnf@hacosantacruz.org. Thereafter, the Controller has 10 business days to respond in writing to the complaint.

VI. Attachments:

- Attachment A:** Schematic Design Plans
- Attachment B:** New Horizons Standard Contract (Example)
- Attachment C:** Certification

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Project Status

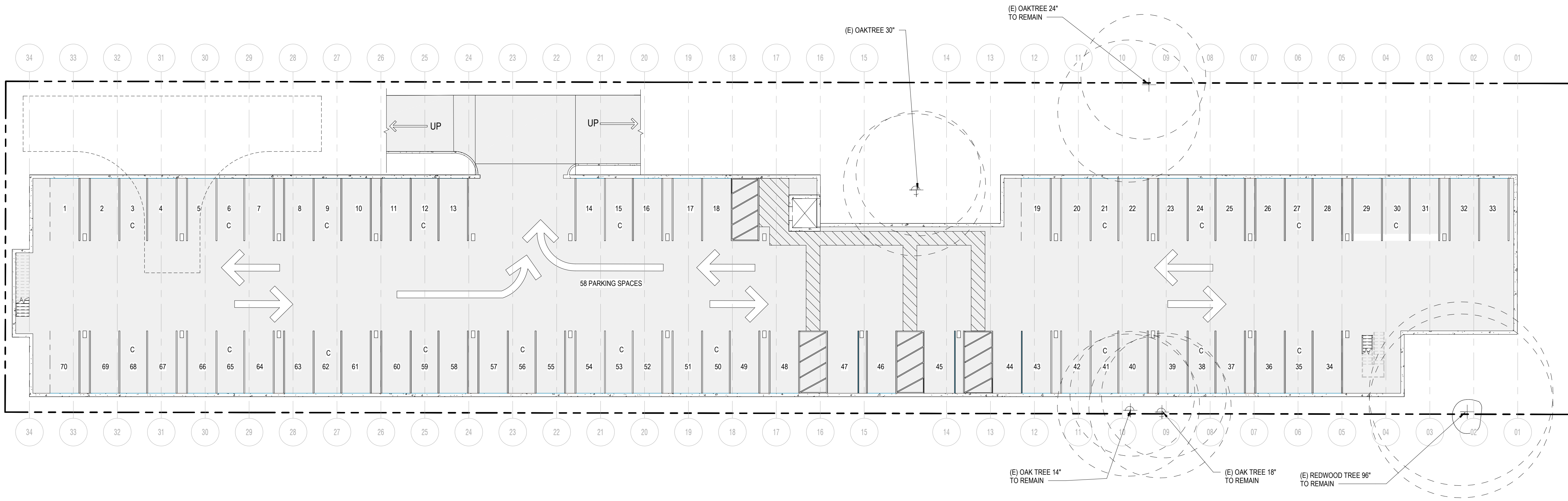
DATE:	ISSUANCE OR REVISION

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SHEET CONTENTS
FLOOR PLANS

PROJECT NO: Project Number

SHEET
A2.0



SUBTERRANEAN LEVEL - PARKING

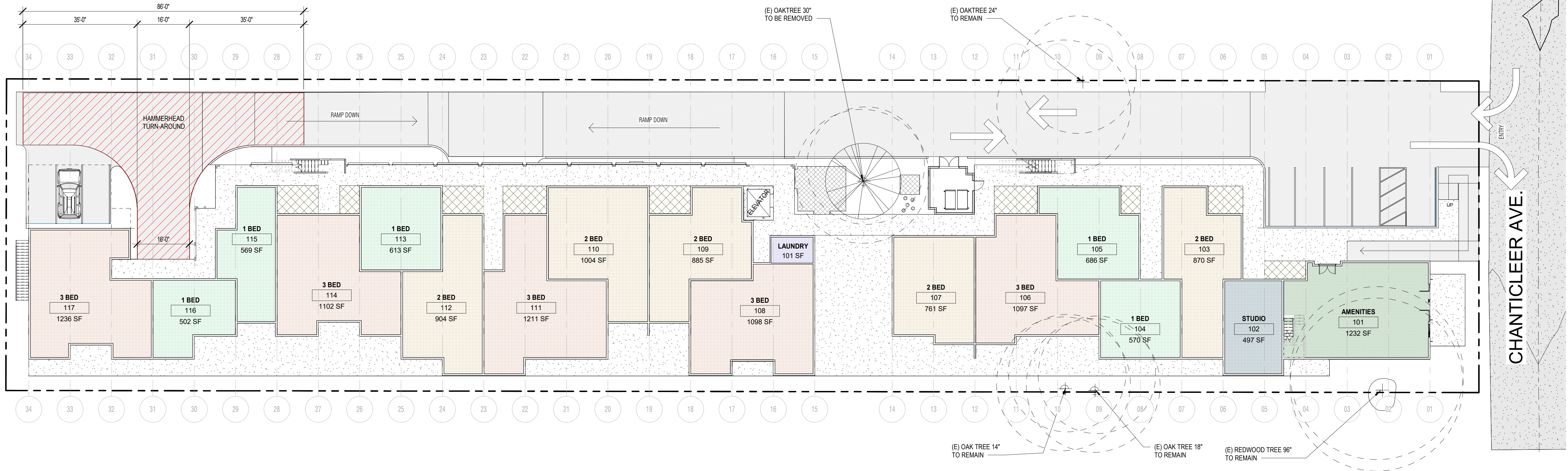
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SHEET CONTENTS
FLOOR PLANS
PROJECT NO: Project Number

SHEET
A2.1



FIRST FLOOR LEVEL

1ST FLOOR AREA	
Name	Area
1 BED	570 SF
1 BED	686 SF
1 BED	569 SF
1 BED	502 SF
1 BED	613 SF
2 BED	870 SF
2 BED	761 SF
2 BED	885 SF
2 BED	1004 SF
2 BED	904 SF
3 BED	1097 SF
3 BED	1098 SF
3 BED	1211 SF
3 BED	1102 SF
3 BED	1236 SF
STUDIO	497 SF
16	

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Project Status

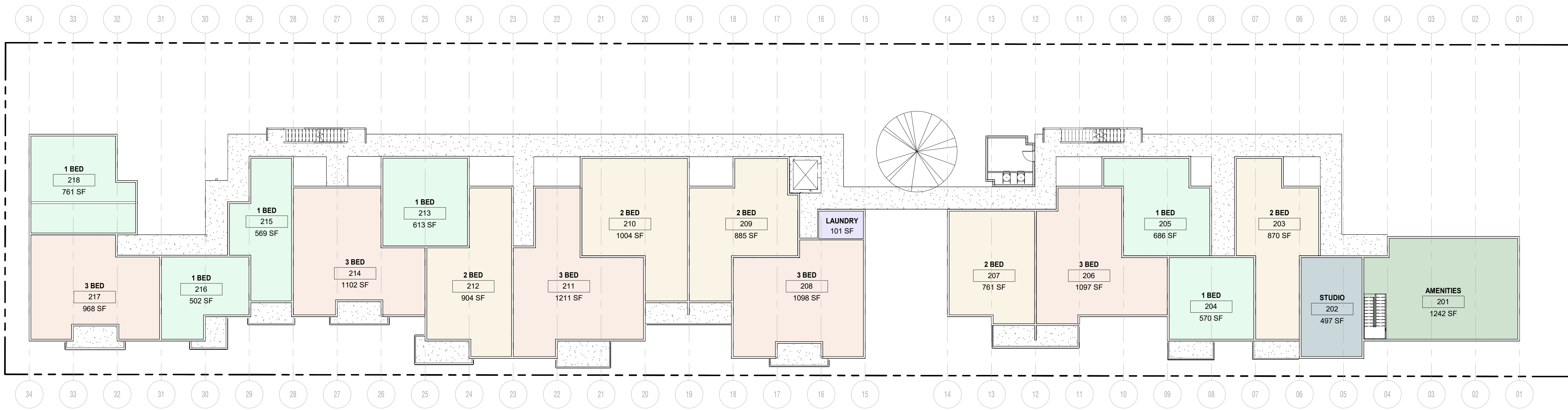
DATE:	ISSUANCE OR REVISION

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SHEET CONTENTS
FLOOR PLANS

PROJECT NO: Project Number

SHEET
A2.2



SECOND FLOOR LEVEL

2ND FLOOR AREA	
Name	Area
1 BED	570 SF
1 BED	686 SF
1 BED	569 SF
1 BED	502 SF
1 BED	613 SF
1 BED	761 SF
2 BED	870 SF
2 BED	761 SF
2 BED	885 SF
2 BED	1004 SF
2 BED	904 SF
3 BED	1097 SF
3 BED	1098 SF
3 BED	1211 SF
3 BED	1102 SF
3 BED	968 SF
STUDIO	497 SF
AMENITIES	1242 SF
LAUNDRY	101 SF
STUDIO	497 SF

17

Enter address here
Project Status

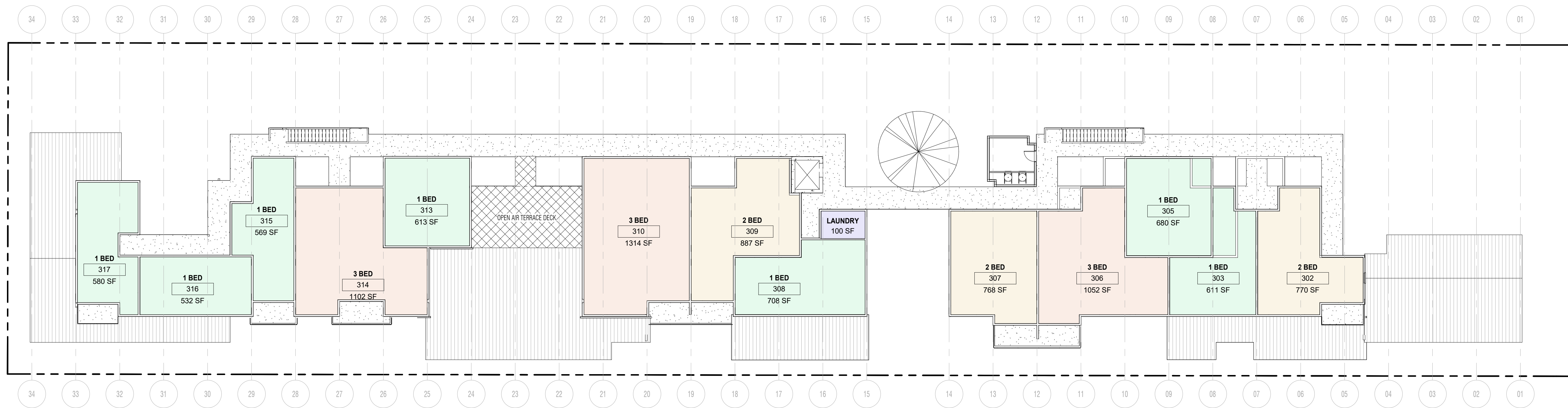
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FLOOR PLANS

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SHEET
A2.3



THIRD FLOOR LEVEL

3RD FLOOR AREA	
Name	Area
1 BED	580 SF
1 BED	532 SF
1 BED	569 SF
1 BED	613 SF
1 BED	708 SF
1 BED	680 SF
1 BED	611 SF
2 BED	887 SF
2 BED	768 SF
2 BED	770 SF
3 BED	1102 SF
3 BED	1314 SF
3 BED	1052 SF
LAUNDRY	100 SF

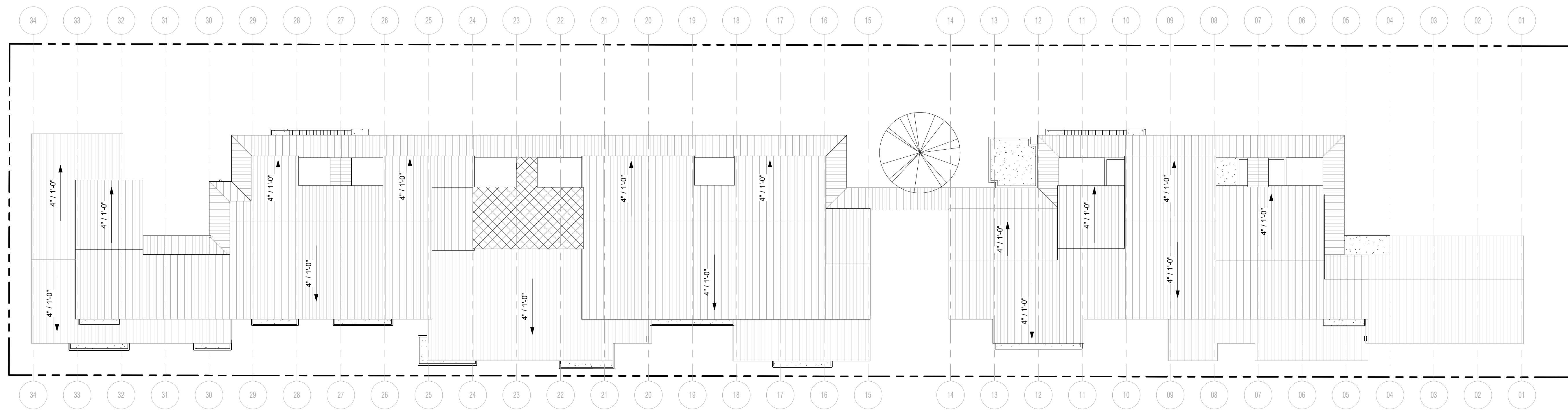
Enter address here
Project Status

DATE:	ISSUANCE OR REVISION

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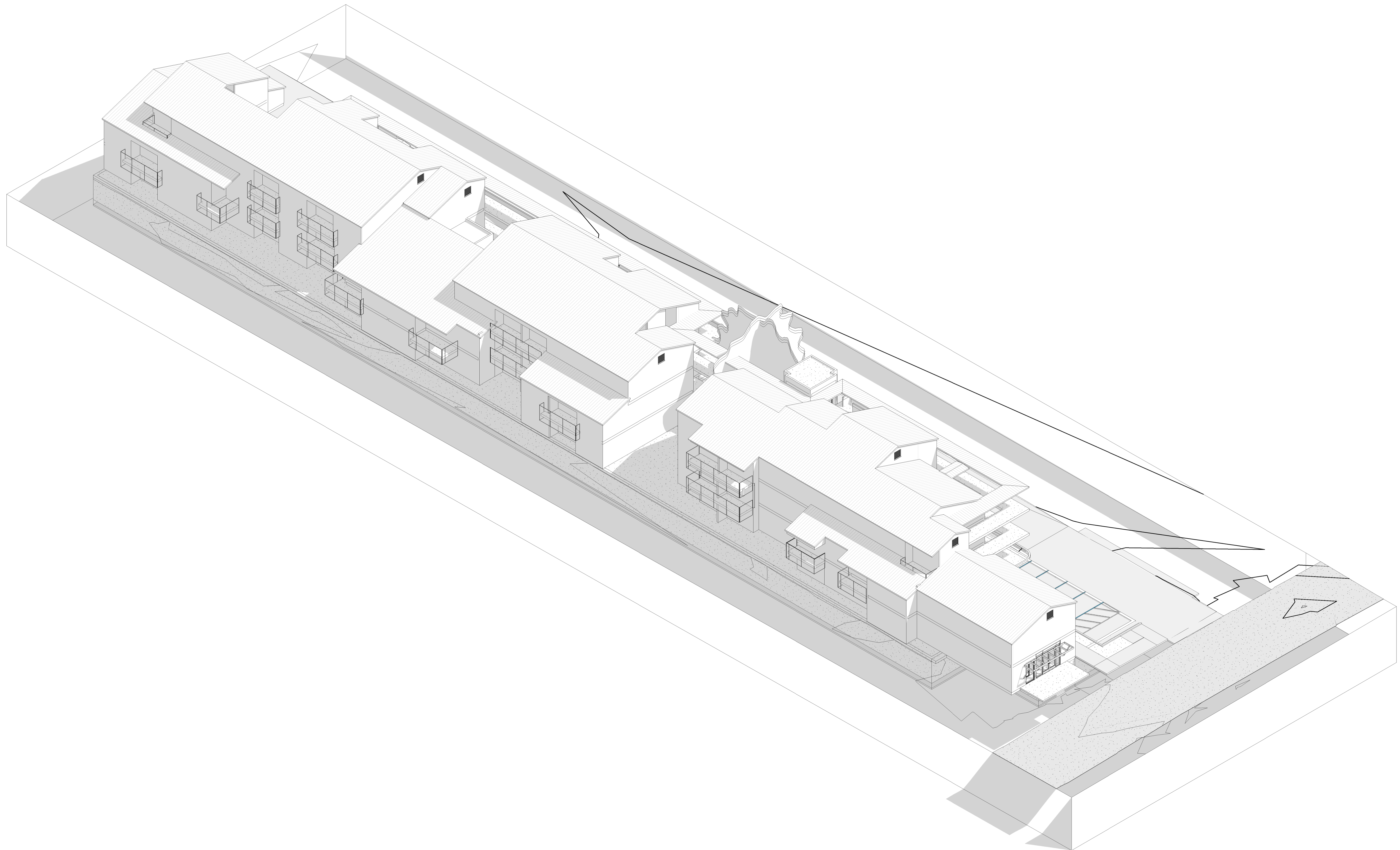
SHEET CONTENTS
ROOF PLAN
PROJECT NO: Project Number

SHEET
A2.4



ROOF PLAN

122 E. ARRELAGA
SANTA BARBARA
CALIFORNIA 93101
805 962 2746



Enter address here

Project Status

DATE:	ISSUANCE OR REVISION

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SHEET CONTENTS
ELEVATIONS

PROJECT NO: Project Number

SHEET

A3.1

ATTACHMENT B: STANDARD CONTRACT

**AGREEMENT FOR SERVICES
BETWEEN NEW HORIZONS AFFORDABLE HOUSING & DEVELOPMENT INC.
AND (Consultant)**

This Agreement, for reference dated March 15, 2025, is entered into by and between New Horizons Affordable Housing & Development Inc, a nonprofit affiliate to the Housing Authority of the County of Santa Cruz (**NEW HORIZONS**) and (**Consultant**).

RECITALS

WHEREAS, New Horizons solicited quotes or proposals from qualified Consultants to provide Architectural services; and

WHEREAS, Consultant submitted a quote or proposal and represented itself and proposed staff to have the required qualifications and experience to provide the required services, and based on these representations, NEW HORIZONS selected Consultant to provide such services; and

NOW, THEREFORE, in consideration of the mutual promises contained herein, the parties agree as follows:

1. Agreement Documents.

The documents forming the entire Agreement between NEW HORIZONS and Consultant shall consist of this Agreement including:

- Attachment 1 – Scope of Services
- Attachment 2 – Schedule of Fees

This Agreement and the Attachments set forth above, contain all of the agreements, representations and understandings of the Parties, and supersede and replace any previous understandings, commitments, or agreements, whether oral or written. Any other terms or conditions included in any quotes, proposals, or other forms exchanged by the Parties shall not be incorporated in this Agreement or be binding upon the Parties.

2. Term of Agreement.

The term of this Agreement commences upon full execution by the parties as indicated on the signature page (**Effective Date**) and continues until Project completion (**Initial Term**), unless terminated earlier in accordance with this Agreement. NEW HORIZONS, at its sole discretion, holds the option to extend the term for up to 2 additional six-month periods.

3. Scope of Services and Schedule of Performance.

Consultant shall perform Services specified in **Attachment 1** within the time stated in Attachment 1, entitled “Scope of Services and Schedule of Performance.” Time is of the essence in this Agreement.

4. Maximum Compensation.

The maximum compensation limit of this agreement is (**Written amount**) (**\$xxx,xxx.xx**),

ATTACHMENT B: STANDARD CONTRACT

which includes the sum of all payments authorized for services, and for the expenses, supplies and equipment required to perform the services. Consultant is responsible for not exceeding this maximum compensation limit and understands that the Consultant will not be entitled to any additional compensation under this Agreement.

5. **Contract Manager.**

NEW HORIZONS's Contract Manager shall be **Suzi Merriam, Development Director**, who shall be responsible for authorizing services, receiving reports, and for the general administration of this Agreement.

6. **Independent Contractor.**

It is understood and agreed that Consultant, in the performance of the work and Services agreed to be performed by the Consultant, shall act as and be an independent contractor and not an agent or employee of NEW HORIZONS; and as an independent contractor, Consultant shall obtain no rights or other employee benefits, and Consultant hereby expressly waives any claim it may have to any such rights.

7. **Assignability.**

The parties agree that the expertise and experience of Consultant are material considerations for this Agreement. Consultant shall not assign or transfer any interest in this Agreement nor the performance of any of Consultant's obligations hereunder, without the prior written consent of NEW HORIZONS, and any attempt by Consultant to so assign this Agreement or any rights, duties or obligations arising hereunder shall be void and of no effect.

8. **Termination.**

- a. **Termination for Convenience.** NEW HORIZONS shall have the right to terminate this Agreement, without cause or penalty, by giving not less than fifteen (15) days' prior written notice to the other party.
- b. **Termination for Default.** If Consultant fails to perform any of its material obligations under this Agreement, in addition to all other remedies provided by law, NEW HORIZONS may terminate this Agreement immediately upon written notice to Consultant.
- c. Upon termination, each party shall assist the other in arranging an orderly transfer and close-out of services. As soon as possible following the notice of termination, but no later than ten (10) days after the notice of termination, Consultant will deliver to NEW HORIZONS all NEW HORIZONS Information or Material which Consultant has in its possession.
- d. Consultant will be paid for services performed to the date of termination which are acceptable to the Project Manager and performed in accordance with the standards set forth here by applying Consultant's hourly billing rates, not to exceed the maximum compensation limit in Section 4.

9. **Confidentiality of Records.**

- a. **Intent.** The nature of the services Consultant will provide pursuant to this Agreement necessarily involves disclosure to Consultant of detailed information about NEW HORIZONS's operations, including information which may be protected from public disclosure by confidentiality laws, the Consultant client privilege, and/or other provisions of law which govern the nature and timing of disclosure of public information. Consultant

ATTACHMENT B: STANDARD CONTRACT

understands that, in order for the NEW HORIZONS to fully utilize Consultant services, NEW HORIZONS staff members providing information to Consultant must feel confident that such information will be handled properly.

- b. Release of Information. Consultant may not disclose information obtained by Consultant in the course of performing the services required by this Agreement, without the specific consent of the NEW HORIZONS Representative unless specifically permitted by this provision. Draft documents and information obtained by Consultant may be provided on a need to know basis only to persons authorized by law or regulation to receive it, to NEW HORIZONS's General Counsel, and to such NEW HORIZONS directors who may have a business need to know in order to provide necessary information to the Consultant required for completion of its services.
- c. Court Orders. In the event that Consultant receives a subpoena, court order, or other legal document requiring release of information or documents, or is informed that such an order is forthcoming, Consultant will immediately provide notice to the NEW HORIZONS's Representative in order to permit NEW HORIZONS to seek a protective order or other similar order if appropriate.
- d. Use of Information. Information obtained and/or prepared by Consultant in the course of performing services for NEW HORIZONS shall be work product which is the property of the NEW HORIZONS. Should there be a request by any other party for the provision of such information; the determination of whether such documents or information should be provided to the requester shall be made by NEW HORIZONS.

10. Indemnification.

The Consultant shall indemnify, defend, and hold harmless New Horizons Affordable Housing & Development Inc. (New Horizons) and its officers, agents, affiliates and employees from any claim, liability, loss, injury or damage arising out of, or in connection with, performance of this Agreement by Consultant and/or its agents, employees or sub-consultants, excepting only loss, injury or damage caused by the negligence or misconduct of personnel employed by the indemnified parties. The Consultant shall reimburse NEW HORIZONS for all costs, Consultants' fees, expenses and liabilities incurred with respect to any litigation in which the Consultant is obligated to indemnify, defend and hold harmless NEW HORIZONS under this Agreement.

11. Insurance Requirements.

Without limiting the Consultant's indemnification of NEW HORIZONS, the Consultant shall provide and maintain sufficient insurance policies at its own expense during the term of this Agreement.

Before commencing work, the Contractor and each subcontractor shall furnish New Horizons with certificates of insurance showing the following insurance is in force and listing NEW HORIZONS AFFORDABLE HOUSING & DEVELOPMENT INC. as a loss payee in the event of a claim.

- (1) Workers' Compensation, in accordance with state or Territorial Workers' Compensation laws.
- (2) Commercial General Liability with a combined single limit for bodily injury and property damage of not less than \$1,000,000 per occurrence to protect the Contractor and each subcontractor against claims for bodily injury or death and damage to the property of others. This shall cover the use of all equipment,

ATTACHMENT B: STANDARD CONTRACT

hoists, and vehicles on the site(s) not covered by Automobile Liability under (3) below. If the Contractor has a "claims-made" policy, then the following additional requirements apply: the policy must provide a "retroactive date" which must be on or before the execution date of the Contract; and the extended reporting period may not be less than five years following the completion date of the Contract.

- (3) Automobile Liability on owned and non-owned motor vehicles used on the site(s) or in connection therewith for a combined single limit for bodily injury and property damage of not less than \$1,000,000 per occurrence.

12. Nondiscrimination.

Consultant shall not discriminate, in any way, against any person on the basis of race, sex, color, age, religion, sexual orientation, actual or perceived gender identity, disability, ethnicity, or national origin, in connection with or related to the performance of this Agreement.

13. Governing Law.

NEW HORIZONS and Consultant agree that the law governing this Agreement shall be that of the State of California.

14. Compliance with Laws.

Consultant shall comply with all applicable laws, and regulations of the federal, state and local governments.

15. Waiver.

Consultant agrees that waiver by NEW HORIZONS of any breach or violation of any term or condition of this Agreement shall not be deemed to be a waiver of any other term or condition contained herein or a waiver of any subsequent breach or violation of the same or any other term or condition. The acceptance by NEW HORIZONS of the performance of any work or services by Consultant shall not be deemed to be a waiver of any term or condition of this Agreement.

16. Consultant's Books and Records.

- a. Consultant shall maintain all documents and records which demonstrate performance under this Agreement for a minimum period of three (3) years, or for any longer period as required by law, from the date of termination or completion of this Agreement.
- b. Any records or documents required to be maintained pursuant to this Agreement shall be made available for inspection or audit at no cost to NEW HORIZONS, at any time during regular business hours, upon written request by NEW HORIZONS. Copies of such documents shall be provided to NEW HORIZONS for inspection when it is practical to do so. Otherwise, unless an alternative is mutually agreed upon, the records shall be available at Consultant's address indicated for receipt of notices in this Agreement.
- c. Where NEW HORIZONS has reason to believe that such records or documents may be lost or discarded due to dissolution, disbandment or termination of Consultant's business, NEW HORIZONS may, by written request, require that custody of the records be given to NEW HORIZONS and that the records and documents be maintained. Access to such records and documents shall be granted to any party authorized by

ATTACHMENT B: STANDARD CONTRACT

Consultant, Consultant's representatives, or Consultant's successor-in-interest.

17. Conflict of Interest.

Consultant understands and agrees that it owes a duty of loyalty to NEW HORIZONS for which it performs services hereunder. In accepting this Agreement, Consultant covenants that it presently has no interest, and will not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of services under this Agreement. Consultant further covenants that, in the performance of this Agreement, it will not employ any Consultant or person having such an interest.

18. Gifts.

Consultant is familiar with State law prohibitions against the acceptance of any gift by NEW HORIZONS and/or NEW HORIZONS's employees. In addition, NEW HORIZONS Personnel Policies prohibit an employee's personal acceptance of a gift.

19. Standard of Care.

Consultant must perform Services in accordance with those standards of care that are generally recognized as being used by competent persons in Consultant's area of specialty and profession in the State of California.

20. Notices.

All notices and other communications required or permitted to be given under this Agreement shall be in writing and shall be personally served, mailed (or electronic mail), postage prepaid and return receipt requested, addressed to the respective parties as follows:

To NEW HORIZONS: New Horizons Affordable Housing & Development Inc.
Attn: Jenny Panetta, Executive Director
2160 41st Avenue
Capitola, CA 95010
(831) 454-5931
jennyp@hacosantacruz.org

Invoices to accounting@hacosantacruz.org

To Consultant:

ATTACHMENT B: STANDARD CONTRACT

21. Prior Agreements and Amendments.

This Agreement, including all Attachments, represents the entire understanding of the parties. This Agreement may only be modified by a written amendment duly executed by the parties to this Agreement. The NEW HORIZONS's Authorized Representative is authorized to amend this Agreement on behalf of NEW HORIZONS.

WITNESS THE EXECUTION HEREOF the parties hereto have executed this Agreement on the day and year indicated below.

**NEW HORIZONS AFFORDABLE HOUSING &
DEVELOPMENT INC.**

By: _____

Jennifer Panetta
Executive Director

Date: _____

By: _____

Name:
Title:

Date: _____

SAMPLE

ATTACHMENT B: STANDARD CONTRACT

**ATTACHMENT 1
SCOPE OF SERVICES**

The following Scope Services outlines Architectural Services provided to New Horizons Affordable Housing & Development Inc. **(New Horizons)**.

Consultant shall:

SAMPLE

**ATTACHMENT 2
Schedule of Fees**

SAMPLE

ATTACHMENT C

Certification Under Penalty of Perjury

_____(person), hereby submits on behalf of
_____(business) its certified response to the
Request for Qualifications for the New Horizons Architectural Services issued by New Horizons.

The RFQ has been read and understood. Reasonable diligence has been used in preparation of this submittal and all information provided is true and complete to the best of my knowledge. The form contract has been reviewed and my signature below confirms this entity is qualified and capable of providing all the requirements of the contract. Whenever an explanation has been provided as requested in further response to a “yes” or “no” answer, my signature below is an affirmation of the explanation.

By signature and date below, prospective bidder authorizes any financial institution, credit reporting agency and/or service, legal firm or any other type of business, agency or individual to release to New Horizons any and all information as that information relates, or could relate, to its ability to evaluate the background, stability and general worthiness of this bidder to perform Architectural Services activities if awarded a contract by New Horizons.

Executed under penalty of perjury on _____(date), in
_____(city/state).

Signature

Print Name

Title