



REQUEST FOR PROPOSALS (RFP)

**DOWNTOWN LIBRARY
MIXED-USE PROJECT COST ASSESMENT**

**Date issued:
December 16th, 2019**

**Due by:
Friday, January 24th at 4pm**

For additional information or assistance, contact:

Amanda Rotella
Principal Management Analyst
831-420-5316
arotella@cityofsantacruz.com

SECTION 1: GENERAL INFORMATION

1.1 Introduction

The City of Santa Cruz (“City”) is issuing this Request for Proposals (RFP) for a cost assessment and preliminary design of the Downtown Library as part of a mixed-use project within the existing \$27million budget. The City seeks a qualified architectural-engineering consultant from an individual or team (“Consultant”).

1.2 Project Description

The City of Santa Cruz is engaged in a planning process for the Downtown Santa Cruz library branch. The City Council is currently reviewing a number of options including renovation of the current library building, construction of a new library on the existing site, and the construction of a new library within a new mixed-use project on an alternative site owned by the City. The project is being funded through a combination of sources including available bond funds to be issued for the project.

Current Project Funding Sources:

Parking Garage Use	\$33-\$37 Million Parking Revenue Funds
Library Use	\$27 Million Measure S Funds
Housing & Other Mixed-Uses	TBD, including up to \$5M from City’s Affordable Housing Trust Fund

1.3 Project Background

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

On September 11th, 2018 the Santa Cruz City Council voted to accept the DLAC recommendations and move forward with the project design phase for the City-owned site at Parking Lot 4.

[On May 14th, 2019 the Santa Cruz City Council voted](#) to put a hold on the decision to proceed with a Downtown Library project and convene a [Council Subcommittee](#) to take a fresh look at the Downtown library branch and investigate library project alternatives.

Since May the Downtown Library Subcommittee has held 3 community meetings, met one-on-one with over 25 stakeholder groups, and completed a [cost assessment](#) of the library renovation option. The subcommittee hired Jayson Architects to complete an evaluation of the existing building, develop a design and floor plan, and provide a cost estimate for the work that could be completed within the \$27million budget. More information on the subcommittee process can be found at www.CityofSantaCruz.com/downtownlibrary

The City now seeks a firm to provide a companion report for the option of including the library in a mixed-use project. The Council Subcommittee will use the renovation and mixed-use reports for an “apples-to-apples” comparison, which will inform their final recommendations to the larger City Council.

SECTION 2: SCOPE OF WORK

2.1 SCOPE OF DUTIES:

Develop a schematic cost estimate for a new library as part of a larger mixed-use concept within the \$27 million budget as part of a mixed-use project with the assumptions identified below (2.3).

The consultant will be responsible for reviewing the [Library Facilities Master Plan](#), [DLAC report](#), [Renovation Cost Assessment](#), and any [mixed-use project preliminary development](#) documents to understand the library programmatic needs and the approach to the proposed mixed-use concept. Consultant will be responsible for developing a proposed scope of work for a library within a mixed-use project located on Lot 4 within the existing budget.

Tasks will include the following:

- Review of the existing and proposed space program needs for the Library
- Develop a floor plan for all of the project uses for both layout options indicated below.*
 - Layout Options:
 - First floor layout to include entire Library footprint, parking ramp, and some commercial space. Upper floors to include parking, housing, and some commercial space.
 - Two-story library with adjacent parking wrapped with housing and commercial uses.
- Develop preliminary design for library space within the mixed-use project
 - Include a breakdown of program needs that can and cannot be accomplished within the budget.

- Include both a single and two floor design to reflect both layout options indicated above.
- Outline of estimated costs for major construction components, including additional costs for prevailing wage, green building standards, and union labor costs.
- Draft floor plan and renderings of the interior library space.

*Preliminary design for non-library uses not included in this project scope.

2.2 DELIVERABLES:

The consultant will be responsible for:

- 1) Completion of a final report similar to the final report prepared for the Library Renovation Cost Assessment.
- 2) Presentation to the City Council Downtown Library Subcommittee and Community.

2.3 KEY PROJECT ASSUMPTIONS:

Recognizing that the mixed-use concept never progressed past the preliminary concept phase, consultant will be directed to use the below assumptions in their approach. These assumptions are for the purpose of defining a clear project scope and do not reflect final decisions made by the Council Subcommittee.

- Assume increased height limitations to 75 ft. with some setbacks to accommodate housing density.
- Library will be responsible for paying its fair share of the shared infrastructure costs in the mixed-use project.
- In order to assure an apples-to-apples comparison with the renovation project, consultant will be asked to design a library of similar quality (low to medium)
- The starting point for the use square footages are indicated below, but subject to change based on budget constraints:
 - Library: up to 44,000 sq. ft.
 - Parking: 20,000 – 30,000 sq. ft. per level. Number of levels to be determined.
 - Housing: up to 40,000 – 60,000 sq. ft.
 - Commercial: 14,000 sq. ft.

SECTION 3: PROCESS INSTRUCTIONS

3.1 General

- The City reserves the right to reject any or all proposals, to waive any informality or minor defects in proposals received, and to request or negotiate modifications to a proposal, if appropriate.
- The successful consultant must be an Equal Opportunity Employer.

- All information in the proposal should be organized and presented in a clear and concise format. Accuracy and completeness are essential. The successful response may be incorporated into a contract as an exhibit.

3.2 Submission Instructions

Proposals shall be submitted via email and hard copy. Email submission shall be sent to arotella@cityofsantacruz.com with the RFP name and Consultant name clearly shown in the email title. Proposals should be submitted as one PDF file, and are recommended to be a maximum of 20 pages. If files are larger than 3MB please submit via a file sharing service such as DropBox. The City is not responsible for emails not received. Print submissions will not be accepted if the corresponding emailed submission is not received before the due date and time. A print proposal shall be delivered before the deadline in a sealed envelope to:

Economic Development
Attn: Amanda Rotella
337 Locust Street
Santa Cruz, California 95060

Late proposals shall not be considered. Respondents take full responsibility for City's receipt of Proposal.

Proposals should include the following information:

- Cover page, with proposed project manager contact information and an authorized signature accepting the City's terms and conditions as stated in this solicitation. (Template provided as Section 5 of this solicitation)
- The firm's experience with implementing projects of similar scope and scale.
- Profile of consultant and/or team, including the proposed project manager and key members. This may be presented in the form of very brief personal résumés. The profile should clearly convey previous relevant experience and provide clear reference to the required qualifications listed.
- Hourly rates of team members.
- Proposed project schedule.
- Approach to Scope and Deliverables (Section 2)
- Proposed fee structure and general breakdown of costs for scope of duties (section 2.1)

Proposals will be determined non-responsive and removed from further consideration if the proposal is not received in accordance with the terms of this RFP or the Consultant

does not meet the basic minimum qualifications and proposal requirements set forth in this RFP.

3.3 Questions and RFP Addenda

Questions or concerns regarding any aspect of this RFP shall be forwarded via e-mail to Amanda Rotella at arotella@cityofsantacruz.com so that they can be addressed in writing prior to the deadline for proposals. Answers will be sent out via an addendum and posted on City Website. It is the responsibility of the Consultant to also monitor the bid portal on the City's website for any updates or addenda regarding this RFP. The web address is: <http://www.cityofsantacruz.com/doing-business/bidding-information>. It is the responsibility of the consultant to understand and comply with any addenda to this solicitation. Consultant may contact Amanda Rotella at arotella@cityofsantacruz.com to determine whether addenda have been issued. E-mail notifications of addenda sent to known potential bidders are a convenience only.

3.4 Key Dates

ITEM	DATE
RFP issued	December 16 th , 2019
Deadline for submitting questions	January 15 th , 2019
Deadline for submitting proposals. Screening and evaluation begins	Friday, January 24 nd , 2019 at 4pm

3.5 Qualification Requirements

The selection of the Consultant for this Project will be based on: Consultant's qualifications; integrity and competence as reflected and presented in the Proposal; proposed methodology and deliverables; proposed schedule and ability for responsiveness; previous experience and success of Consultant in completing similar projects; references; unique or innovative methods and strategies to achieve a superior project; financial and technical resources or accessibility thereto and Consultant's overall ability to provide the services outlined in this RFP.

To be eligible for this opportunity, the Consultant must have all of the following qualifications:

- A project team which includes architectural-engineering expertise, including specialty in green building design.
- Experience designing libraries, preferably as high performing, sustainably constructed buildings.
- Experience designing mixed-use projects including residential and/or libraries

3.6 Evaluation and Award Process

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

Proposals will be evaluated based on the criteria outlined below:

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

3.7 Price

Consultant is asked to provide a quote for the work detailed in the RFP scope with a maximum budget of \$100,000.

In the event that two or more responses are technically equivalent, award may be made to the lower-priced proposal. It should be noted that the award may be made to other than the lowest-priced proposal if the City determines that a price premium is warranted due to technical merit.

3.8 Period of Performance

Consultant will be awarded no later than February 5th, 2019. Performance will begin immediately following execution of contract agreement, and will run through the completion of contract scope.

3.9 Contract Implementation

Upon award notification and prior to final contract approval, the successful Consultant will be required to submit:

- a. Proof of insurance as specified in Section 4 of this RFP;
- b. A completed W9 form and, if applicable, non-resident withholding exemption form, if not already on file with the City; and

- c. Proof of a current [City of Santa Cruz business tax certificate](#) if the Consultant is located in, or performs services within, the city limits for more than 6 days annually.

The finalized contract will include the Scope and Deliverables as listed in Section 2, the Performance Period in Section 3.3, the Terms and Conditions as listed in Section 4, and the Consultant's proposal.

SECTION 4: STANDARD TERMS AND CONDITIONS

4.1 Insurance Requirements

*The **successful Consultant only** will be required to submit a certificate of insurance before commencement of work.*

Prior to the beginning of and throughout the duration of the contract, the Consultant will maintain insurance in conformance with the requirements set forth below. The Consultant will insure the City against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Consultant, his agents, representatives, employees or subcontractors.

Certificate Requirements

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

- Certificate(s) will show current policy number(s) and effective dates,
- Coverage and policy limits will meet, or exceed, requirements below,
- The Certificate Holder will be City of Santa Cruz, Risk Management, 877 Cedar Street, Suite 100, Santa Cruz, CA 95060,
- Certificate will be signed by an authorized representative,
- An endorsement will be provided to show the City, its officers, officials, employees, and volunteers as additional insured.

Minimum Scope and Limits of Insurance

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

- **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed

operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

- **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Consultant has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than **\$1,000,000** per accident for bodily injury and property damage.
- **Workers' Compensation** insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease.
- **Professional Liability** (Errors and Omissions) Insurance appropriate to the Consultant's profession, with limit no less than **\$1,000,000** per occurrence or claim, \$2,000,000 aggregate.

Other Insurance Provisions

The insurance policies are to contain, or be endorsed to **contain, the following provisions:**

Additional Insured Status

The City of Santa Cruz, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Consultant's insurance (at least as broad as ISO Form CG 20 10 11 85 or **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 forms if later revisions used).

Primary Coverage

For any claims related to this contract, the **Consultant's insurance coverage shall be primary** insurance primary coverage at least as broad as ISO CG 20 01 04 13 as respects the City of Santa Cruz, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City of Santa Cruz, its officers, officials, employees, or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

Notice of Cancellation

Each insurance policy required above shall state that **coverage shall not be canceled, except with notice to the City.**

Waiver of Subrogation

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

Self-Insured Retentions

Self-insured retentions must be declared to and approved by the City. The City may require the Consultant to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or City.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City.

Verification of Coverage

Consultant shall furnish the City with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Claims Made Policies

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

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

Verification of Coverage

Consultant shall furnish the City with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Subcontractors

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

Special Risks or Circumstances

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

4.2 Indemnification

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

4.3 Governing Law

The contract will be construed and interpreted according to the laws of the State of California.

4.4 Assignment

The City reserves the right to cancel contract if the contract is assigned without written consent of the City.

4.5 Subcontractors

Subcontractors to be used will be listed in the Consultant's proposal. Subcontracting of work after contract award and without prior approval of the City, may result in contract termination. If at any time, the City determines any subcontractor is incompetent or undesirable, Consultant will be notified and will be expected to immediately cancel the subcontract.

4.6 Termination of Contract

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

The City or Consultant may terminate the contract for material breach of contract by providing written notice to the other party not less than 14 calendar days prior to an effective termination date.

Upon notice of termination, the Consultant will immediately take action not to incur any additional obligations, costs or expenses, except as may be reasonably necessary to terminate its activities. The City's only obligation to the Consultant will be just and equitable payment for materials and/or services authorized by, and received to the satisfaction of, the City up to and including the effective date of termination. All finished or unfinished materials, supplies, goods, or documents procured or produced under the contract will become property of the City upon the termination date. The City reserves the right to purchase or obtain the supplies or services elsewhere, and the defaulting Consultant will be liable for the difference between the prices set forth in the terminated order and the actual cost to the City. In no event will the City be liable for any loss of profits on the resulting order or portion thereof so terminated. After the effective date of termination, Consultant will have no further claims against the City under the contract. Termination of the contract pursuant to this paragraph may not relieve the Consultant of any liability to City for damages sustained by City because of any breach of contract by Consultant, and City may withhold any payments to Consultant for the purpose of set-off until such time as the exact amount of damages due City from Consultant is determined

The rights and remedies provided in this section will not be exclusive and are in addition to any other rights and remedies provided by law or under the contract.

4.7 Safety

All service(s) and item(s) provided will comply with applicable safety laws, regulations, and standards.

4.8 Government Regulations

Consultant will comply with all federal, state, and local laws, standards, regulations, licenses, and permits related to Design Consultant Services. This includes, but is not limited to, maintaining a current City of Santa Cruz Business Tax Certificate.

City of Santa Cruz Business Tax Certificate

Consultant will maintain a current City of Santa Cruz business tax certificate if:

- a. Consultant is located in the City of Santa Cruz;

- b. Will perform physical work in the City of Santa Cruz for 6 or more days annually; or
- c. Will use company vehicles to deliver within the City of Santa Cruz for 6 or more days annually.

For additional information and licensing requirements, please call the Revenue and Taxation division at 831/420-5070.

4.9 Payment

All invoices will contain correct bid or contract pricing, the applicable purchase order number, and the name of the City employee making the purchase. Invoices will be sent to the division making the purchase. Consultant will submit invoices the City within 60 days of delivery of goods or provision of service. Invoices with incorrect pricing will be returned to the Consultant for correction. The City will pay approximately 30 days after acceptance of goods or services and receipt of correct invoice, whichever occurs last.

The City will take early payment discounts when the net payment period is over 15 days.

The payment period will extend to the date that the invoices are paid.

Should the Consultant become delinquent with any fees, assessments, or charges due to the City, the City will reduce any amount owed to the Consultant by the delinquent amount owed to the City.

The City reserves the right to audit Consultant records when necessary.

4.10 Civil Rights Compliance/Equal Opportunity Assurance

Consultant will be in compliance with the applicable provisions of the Americans with Disabilities Act of 1990, and will be an equal opportunity employer as defined by Title VII of the Civil Rights Act of 1964, including the California Fair Employment and Housing Act of 1980. As such, Consultant will not discriminate against any person on the basis of race, religious creed, color, national origin, ancestry, disability, medical condition, marital status, age or sex with respect to hiring, application for employment, tenure or terms and conditions of employment. In addition, the City of Santa Cruz, as defined in Resolution NS-20,137 and Ordinance 92-11, further prohibits discrimination on the basis of sexual orientation, height, weight and physical characteristics. Consultant agrees to abide by all of the foregoing statutes, regulations, ordinances and resolutions.

4.11 Macbride Principles/Peace Charter

City of Santa Cruz Resolution NS-19,378 (7/24/90) encourages all companies doing business in Northern Ireland to abide by the MacBride Principles and Peace Charter.

SECTION 5: PROPOSAL COVER PAGE

The undersigned, upon acceptance, agrees to furnish the following in accordance with the terms and conditions per City of Santa Cruz Request for Proposals at the prices indicated herein.

The undersigned declares under penalty of perjury that she/he is authorized to sign this document and bind the business or organization to the terms of this contract.

The undersigned recognizes the right of the City of Santa Cruz to reject any or all bids received and to waive any informality or minor defects in bids received.'

The undersigned acknowledges that their services will end at the conclusion of the outlined scope of work, and that they will be required to participate in a competitive bid process for any additional scope related to future project phases.

Consultant Name:

Address: _____

Telephone Number: _____

E-mail address: _____

Signature of Authorized Representative:

Printed Name of Authorized Representative:
