



**LIBRARY MIXED USE PROJECT**  
**REQUEST FOR PROPOSALS (RFP) for**  
**OWNER'S REPRESENTATIVE**

**Date issued:**  
**July 20th, 2020**

**Proposals Due:**  
**August 20<sup>th</sup>, 2020 by 4:00pm PST**

For additional information or assistance, contact:

Amanda Rotella  
Principal Management Analyst  
831-420-5316  
[arotella@cityofsantacruz.com](mailto:arotella@cityofsantacruz.com)

## SECTION 1: GENERAL INFORMATION

### 1.1 Introduction

The City of Santa Cruz (“City”) is issuing this Request for Proposals (RFP) for an owner’s representative to manage the overall Library Mixed-Use project. The City seeks responses from an individual or team (“Consultant”) to represent the City’s interests at each stage of the process and oversee the selection of a design-build team, the contract scope, budget, design process, development of construction plans, and construction.

### 1.2 Project Description

The City of Santa Cruz is engaged in a design, planning, and development process for a mixed-use project in downtown Santa Cruz to include a library, parking, housing, and other uses on Lot 4 (see Appendix A). The project is being funded through a combination of sources including Measure S funds, Parking District funds, and funds yet to be identified for the housing and commercial uses.

Preliminary Project Time Frame:

Aug. 2020-Jan. 2021	Pre-Design
Feb 2021 – Jan. / July 2022	Design, Environmental Review, & Engineering
Feb. / Aug. 2022 – Oct. 2024	Construction

Estimate Project Cost:

Parking Garage Use	\$33-\$37 Million
Library Use	\$27 Million
Housing & Other Mixed Uses	TBD, including up to \$5M from City’s Affordable Housing Trust Fund and/or air rights

### 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. In 2016, DLAC unanimously voted to pursue a new library facility as part of a mixed-use project.

At the same time as the DLAC work was underway, the City's parking division was analyzing downtown parking needs and long term development strategy. The Downtown Parking District is anticipated to lose 10% of the current existing public parking supply as both publicly- owned surface parking lots and privately-owned lots leased to the City are developed for mixed-use housing projects. In addition to the proposed Library Mixed-Use Project, there are five other large housing projects in various stages of development in the downtown area totaling over 700 additional housing units in the downtown. While the number of new parking spaces needed for these projects is uncertain at this time, a few of the projects are contemplating taking advantage of new state laws that allow affordable housing projects to be built without providing parking for the units.

The City is also moving forward on a 80-85 unit affordable housing project in the downtown and will not be providing any parking for the residents in an effort to maximize the number of affordable units in the allowable development footprint. As a result, the City proposes to include sufficient parking within the mixed-use project to both replace the anticipated loss of 230 parking spaces from the development of surface lots downtown and add additional parking to accommodate future parking demand from proposed new development, including the City's nearby 80-85 unit affordable housing project

Similar to other communities in California, particularly coastal communities, Santa Cruz is facing a severe affordable housing crisis. The City is committed to developing affordable housing units within the overall project. The type and number of affordable housing units in the project will be dependent on identifying additional funding sources, but a minimum of 50 affordable units will be included in the project. Additional affordable and market rate units may be included as can be financed and accommodated within the overall project scope and height limitations.

Specifically, following a year-long Council Subcommittee assessment and community engagement process, on June 23<sup>rd</sup>, 2020 the Santa Cruz City Council voted to accept the subcommittee recommendations and move forward with a mixed use project to include

- the relocated downtown library;
- a garage with no more than 400 parking spaces; and
- an affordable housing project containing a minimum of 50 low-income units.

For more information on the project background and approved recommendations please refer to the [project webpage](#).

## **1.4 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 will be incorporated into a contract as an exhibit.

## **1.5 Submission Instructions**

Qualifications shall be submitted via email. Email submission shall be sent to [arotella@cityofsantacruz.com](mailto: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.

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

Submissions should include the following information:

- Cover page, with 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)
- Consultant's experience with implementing similar projects.
- Profile of consultant and/or team, including the 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 consultant costs for each phase of scope (pre-construction and construction)
- Proposed fee structure and general breakdown of costs for scope of duties (section 2.1)
- List of at least three relevant references and contact information, including phone and email.

Submission 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.

### 1.6 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](mailto: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](mailto:arotella@cityofsantacruz.com) to determine whether addenda have been issued. E-mail notifications of addenda sent to known potential bidders are a convenience only.

### 1.7 Key Dates

<b>ITEM</b>	<b>Date</b>
RFP issued	<b>July 20<sup>th</sup>, 2020</b>
Deadline for submitting questions	<b>August 10<sup>th</sup>, 2020</b>
Deadline for submitting proposals. Screening and evaluation begins	<b>August 20<sup>th</sup>, 2020 by 4:00pm PST</b>
Anticipated award	<b>By August 31<sup>st</sup>, 2020</b>

### 1.8 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 strong project manager skilled at managing complex projects subject to political forces, and experience with public and other stakeholder involvement. The project manager must be skilled at managing projects to ensure that they are delivered within scope, according to schedule, and within budget.
- Experience with maintaining project schedule and cost effectiveness

The following qualifications, while not required, are preferred:

- Experience working on mixed use projects
- Experience working on mixed use projects including a public library desired
- Experience developing and overseeing community engagement processes
- Experience with affordable housing development & funding mechanisms
- Familiarity with LEED building practices

## **SECTION 2: SCOPE OF WORK**

### **2.1 SCOPE OF DUTIES:**

The consultant will take on the lead role for the City on the mixed-use project acting as an extension of City staff. Duties will vary widely from overseeing the major components of the mixed-use construction program to taking a hands-on supervision role in the details of developing the library plans. Tasks may be broken into two phases and two contracts, consisting of pre-development and construction and will include the following:

- Work with City staff to develop a process to select a Design Build Team for the Library Mixed-Use Project
- Manage process to bring project Design Build Team under contract with assistance from staff
- Under the direction of City staff, represent the City in managing the City's contract with the chosen Design Build Team
- Review and advise City staff regarding project documents prepared by the selected Design Build Team including design, plans, specification and cost estimates.
- Work with Design Build Team to develop and initiate a community outreach process on project design
- Value engineering and constructability reviews.
- Construction management of facility construction including quality control.
- Oversee overall project budgets and schedules.
- Oversee project documentation including prevailing wages.
- Interface with utility companies.
- Organize and facilitate meetings with project stakeholder groups including citizen groups and outside agencies.
- Make presentations to boards, commissions and the City Council.
- Any other items identified by the City staff related to the construction of the Library Mixed-Use Project.

## **SECTION 3: PROCESS INSTRUCTIONS**

### **3.1 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 candidates 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, which may be conducted remotely. Within a reasonable period of time after the last interview, the Committee shall select the successful candidate based on qualifications, fee, and performance at the interview.

Proposals will be evaluated based on the criteria outlined below:

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

### **3.2 Price**

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.

### **3.3 Period of Performance**

Pending City Council approval, Consultant contract will be awarded in late August, early September, 2020. Performance will begin immediately following execution of contract agreement, and the anticipated initial contract will run through the completion of the first phase of the contract scope (design build selection, community outreach, designs, plans, specifications and cost estimates through pre-construction) and ) estimated to be completed in late 2021/early 2022. Upon review of initial project performance, a second contract or project amendment will be awarded to consultant for the construction phase of the project.

### **3.4 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 RFQ;

- 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 Specifications as listed in Section 2, 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: PROPOSALCOVER 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 for Library Mixed Use Project Owner’s Representative, 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.

Consultant Name:

\_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Telephone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

E-mail address: \_\_\_\_\_

Signature of Authorized Representative:

\_\_\_\_\_

Printed Name of Authorized Representative:

\_\_\_\_\_

## APPENDIX

### A. Project Site

Lot 4 at Lincoln St, Cedar St, and Cathcart St



**B. Mixed Use Cost Assessment** - While primarily focused on the Library component of the project, the assessment completed by Group 4 Architecture provides a preliminary overview of the proposed project.

[Volume 1](#)

[Volume 2](#)