

COUNTY OF SANTA CRUZ, CALIFORNIA

Request for Statement of Qualifications (RFQ)

**For Consulting Services Associated with
Preparation
of
Santa Cruz County Long- Range Facilities
and Campus Master Plans**

**RFQ DUE:
WEDNESDAY, MAY 15, 2019
5:00 p.m. PDT**

**In the Department of Public Works
701 Ocean Street, Room 410
Fourth Floor
Santa Cruz, CA 95060**

ATTN: Betsey Lynberg

Invitation Date:	Tuesday, April 23, 2019
Non-Mandatory	
Pre-Proposal Conference:	3:00 PM, Thursday, May 2, 2019
Question Deadline:	5:00 PM, Monday, May 6, 2019
Last Addendum:	5:00 PM, Wednesday, May 8, 2019
Submission Due Date:	5:00 PM, Wednesday, May 15, 2019

COUNTY OF SANTA CRUZ
REQUEST FOR QUALIFICATIONS
FOR CONSULTING SERVICES ASSOCIATED WITH
SANTA CRUZ COUNTY LONG-RANGE FACILITIES
AND CAMPUS MASTER PLANS

This notice is to inform you that the County of Santa Cruz Department of Public Works is soliciting a Request for Qualifications (RFQ) from qualified consulting professionals (Consultant) to provide planning and architectural consulting services for the preparation of a comprehensive Long-Range Facilities Plan and Campus Master Plans for the County of Santa Cruz Freedom Boulevard Campus located in Watsonville and the County Government Center Campus located in Santa Cruz, including environmental impact reviews.

Consultant selection will be based on Consultant's qualifications and quality of the response submitted.

If you should have any questions regarding this Request for Qualifications, please contact Betsey Lynberg via email at Betsey.Lynberg@santacruzcounty.us. All questions regarding this RFQ must be submitted in writing either by fax or email.

Sincerely,

Matt Machado
Deputy CAO, Director of Public Works
County of Santa Cruz
Department of Public Works

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INTRODUCTION

The Santa Cruz County Department of Public Works (SCCDPW) is soliciting a Request for Qualifications (RFQ) from qualified consulting professionals (Consultant) to provide planning and architectural consulting services for the preparation of a comprehensive Long-Range Facilities and individual Campus Master Plans for the County of Santa Cruz Freedom Boulevard Campus located in Watsonville and the County Government Center Campus located in Santa Cruz, including environmental impact report (EIR) reviews. The purpose of this RFQ is to select a qualified planning and/or architectural firm that will act as the lead consultant for the facilities and campus master planning and EIR review effort. The selected firm's sub-consultant team will provide additional professional services related to completing identified tasks and delivering required work products over the course of the project.

The scope of services includes three phases. Some schedule overlap between phases is anticipated. Phase 1 is to include preparation of a Long-Range Facilities Plan for the County of Santa Cruz. The Long-Range Facilities Plan is to include a strategic vision and planning policies to serve as a framework and guidance for campus master plans and other facility planning. Phase 2 is to include preparation of a Freedom Boulevard Campus Master Plan and EIR. Phase 3 is to include preparation of a County Government Center Campus Master Plan and EIR.

The Freedom Boulevard Campus, located at 1430 Freedom Boulevard in the City of Watsonville, is owned by the County of Santa Cruz and houses County offices and clinics operated by the County and other service partners. The County Government Center, located at 701 Ocean Street in the City of Santa Cruz, includes County offices, fleet services, and the County of Santa Cruz Courthouse of the Superior Court of California. The courthouse is owned and operated by the Superior Court of California. The contract for this work will be with the County of Santa Cruz Department of Public Works who is managing the project.

All work will be performed in accordance with County of Santa Cruz and other local and state practices, regulations, policies, procedures, manuals, and standards, as appropriate.

TENTATIVE RFQ SCHEDULE

The following represents the tentative schedule for this RFQ. Any change in the scheduled dates for the question deadline, or submission due date will be advertised in the form of an addendum to this RFQ. The schedule for the evaluation process and other future dates may be adjusted without notice.

RFQ Issued: **Tuesday, April 23, 2019**
Non-Mandatory
Pre-proposal Conference: **3:00 PM, Thursday, May 2, 2019**
Question Deadline: **5:00 PM, Monday, May 6, 2019**
Last Addendum: **5:00 PM, Wednesday, May 8, 2019**
Submission Due Date: **5:00 PM, Wednesday, May 15, 2019**
Evaluation of Responses: **Thursday, May 16 – Wednesday, May 22, 2019**
Short-list Interviews: **Wednesday, June 5, 2019 and/or**
Thursday, June 6, 2019
Notify Consultants of Results: **Friday, June 7, 2019**
Contract Negotiations: **Monday, June 10 – Wednesday, July 3, 2019**
Board Approval of Contract: **Tuesday, August 6, 2019**

THE PROJECT

The County is seeking consultants with strong consulting skills with emphasis on long-range facilities planning, campus master planning for local government agencies, and preparation of environmental reviews under the California Environmental Quality Act (CEQA). All consultants shall be licensed in the State of California, as required to perform the requested services.

The Consultant and sub-consultants shall be able to provide architectural, structural engineering, mechanical and plumbing engineering, electrical engineering, civil engineering, survey, traffic engineering, landscape architectural, biologic assessments, geotechnical engineering, and third-party cost estimating services.

CONTEXT

In 2018, the County completed a Strategic Plan which aligns future direction with community need. The County is now prepared to create Long-Range Facilities and Campus Master Plans for the Freedom Boulevard and County Government Center campuses to support and implement the Strategic Plan goals. A pre-planning Opportunities and Challenges Study has been prepared to collect relevant information and lay the groundwork for these efforts and is attached to this RFQ.

The County of Santa Cruz owns and leases many facilities and delivers services from multiple, geographically dispersed campuses and individual facilities. The Opportunities and Challenges Study: inventories and documents County facilities and existing service delivery; presents key findings regarding County facilities and investment, and service delivery; identifies facility and service delivery opportunities; and offers outstanding

strategic questions to be answered as part of the Long-Range Facilities Plan phase of work.

The Opportunities and Challenges Study concludes that the greatest facility planning needs as well as the greatest opportunities to align County facility planning with Strategic Plan goals are focused in south-county at the Freedom Boulevard campus and Watsonville area leased facilities, and at the County Government Center campus and downtown Santa Cruz leased facilities. It is now the County's interest to develop campus master plans that plan for short and long-term County needs, include other civic, housing, commercial and/or community uses which add value to the community, are financially feasible and environmentally sound, and can be implemented in phases.

- The Freedom Boulevard campus, located at 1430 Freedom Boulevard, Watsonville, is 9.46 acres and includes approximately 58,000 square feet of office and clinic uses in six buildings. Approximately half of the site is vacant.
- The County Government Center campus, located at 701 Ocean Street, Santa Cruz is 10 acres and includes the 185,000 square foot County building which houses general government and land use functions, the 5,765 square foot fleet maintenance building, and the 36,000 square foot Santa Cruz County Superior Court building. Parking is provided on site and on a portion of a separate 5.6-acre site located across Water Street which is also the location of the Main Jail.

Additional information regarding the Freedom Boulevard and County Government Center campuses is found in the attached Opportunities and Challenges Study.

SCOPE OF SERVICES

Overall Project Scope

This RFQ is intended to select a consultant team to (1) assess County facility and service delivery needs, prepare a long-range facilities strategic vision, guiding principles and policies for County facilities for the next 15 years and to provide a framework to guide the preparation of campus master plans, (2) develop a campus master plan and EIR for the Freedom Boulevard campus in Watsonville, and (3) develop a campus master plan and EIR for the County Government Center in Santa Cruz.

It is the County's intent to complete this scope of services within 18 to 24 months of award of the consultant contract. Schedule overlap between the three general phases of work is anticipated.

The scope of services outlined herein is presented as a preliminary scope of services to generally communicate the expectations for the provision of consulting services to be

provided by the selected firm. It is anticipated that after further discussion with the County, the selected consultant will prepare a final scope of services to include a scope of services, work plan and schedule, and deliverables and a fee proposal.

The scope of services may consist of, but are not limited to the following:

Long-Range Facilities Planning

This work is intended to provide an overarching vision aligning Long-Range Facilities Planning with the County Strategic Plan, and to include guiding principles, policies and success criteria as a framework for County facility planning and campus master planning for the next 15 years. This effort shall establish a dynamic vision and success criteria for the preparation of Freedom Boulevard and County Government Center Master Plans. Please reference the attached Opportunities and Challenges Study for background information and context, key findings, opportunities, and outstanding strategic questions applicable to long-range facilities planning effort.

- Needs and Service Delivery Assessment. Evaluation of current and projected staffing levels and facility space needs over time. Evaluation of existing service delivery models and future service expectations. Assessment of service points, including geographic locations, number of service points, efficient service delivery and equitable access to services. Assessment of current use of leased facilities to meet County space and facility needs. Assessment of opportunities for consolidation, co-location, relocation and satellite locations to improve equitable access to County services.
- Site and Facilities Assessments. Review of County owned and leased facility inventory. Analyze existing County facility inventory in terms of general condition and overall functionality, identifying major deficiencies and needs, and the capacity and suitability of the existing inventory to support County needs for the next 15 years.

Review and assessment of existing physical setting and facilities at the Freedom Boulevard and County Government Center campuses identifying deficiencies and needs including access, parking, and other site improvements, and existing buildings. Determine the site development capacities of the Freedom Boulevard and County Government Center campuses.

- Long-Range Facilities Strategic Vision, Guiding Principles and Facility and Planning Policies for County Facilities. The Consultant shall lead a process and facilitate input that results in defining a strategic vision, guiding principles and planning policies for County facilities.

Potential guiding principles and policies may address, but are not limited to the following:

- Alignment of facilities planning and campus master plans with the Strategic Plan
- Facility siting including service locations in relationship to geographic areas, population, access, County-owned assets, consolidation, and co-location
- Evolving service delivery methods & models including use of technology, flex-space and satellite offices
- Forecast of future County facilities needs
- Use of leased facilities to meet County needs
- Sustainable maintenance and operations, including decision criteria for renovation and replacement of County facilities
- Financing and partnering strategies
- Capital investment priorities
- Surplus land determination
- Development capacity analysis
- Work environment and work mode design and standards including consideration of equitable access and employee health and well-being
- Sustainable design and development
- Access and parking

Freedom Boulevard and County Government Center Campus Master Plans

- Freedom Boulevard and Government Center Policy and Development Context. Study of development history, city plans and land use regulations, and other policy and capital improvement drivers for master plan development. Review previously issued development and building permits. Document and evaluate zoning, storm water management, parking and traffic policies and regulations that would apply to building expansion or replacement.
- Economic Development Context. It is the County's interest to consider prospects for future uses beyond anticipated County business needs which address other strategic community needs as part of the campus master plans. Conduct a

comprehensive market analysis for commercial and residential development prospects that describes and defines demographic, economic data and market conditions including supply and demand analysis, economic feasibility, and provides recommendations for development types, delivery models, revenue generating opportunities and siting.

- Utility Infrastructure Assessment and Planning. Topographic and utility survey, analysis and assessment of above and below ground systems including sanitary sewer, domestic water and fire supply, electrical and natural gas, telecommunication and information technology, landscape irrigation, and stormwater systems, for condition, capacity, and phased planning of infrastructure replacement and upgrades as necessary for the Freedom Boulevard and County Government Center campuses. Stormwater drainage and management assessment shall document existing baseline or pre-development stormwater drainage rates and volumes and storage capacity.
- Transportation and Circulation Assessment and Planning. Evaluate current campus vehicular, parking, bicycle and pedestrian network conditions, including ADA accessibility and access to public transit, and assessment of future need, layout, and phasing. Parking assessment and planning shall consider visitor and employee parking, County vehicle parking, strategies for shared and off-site parking, and surface versus structured parking as appropriate for each campus.
- Other Baseline Site Conditions. Document and evaluate biotic, geotechnical, noise, and hazard conditions, as applicable.
- Site and Facilities Planning. Develop proposed campus specific service model and programming to address short and long-term County building and site needs and preferred adjacencies utilizing the planning policies and success criteria developed in the Long-Range Facilities Plan phase of work.
- Master Plan Scenarios. Prepare campus-wide conceptual site and building improvement scenarios utilizing the Long-Range Facilities Planning strategic vision, guiding principles, policies and success criteria and the findings of the above listed assessments. The master plan scenarios shall also consider outdoor public site needs and opportunities. It is anticipated that a minimum of three draft campus master plan scenarios will be prepared highlighting various options and priorities. The Consultant shall coordinate an outreach and engagement process to solicit community and stakeholder input on the master plan scenarios.

- Draft Campus Master Plan. A Draft Campus Master Plan shall be prepared synthesizing elements of the master plan scenarios as appropriate. The Draft Campus Master Plan shall include plans, sketches, and descriptions of site and facility improvements. The Draft Campus Master Plan and project description will become the basis of the EIR.
- Phasing, Implementation Plans & Development Strategies. Proposed improvements shall be prioritized, costs estimated, and a stepped process for implementation of the campus master plan improvements in phases prepared. Development and financing strategies to implement the improvement phases shall be identified and evaluated.
- Final Campus Master Plan. Final Master Plan documentation shall be prepared in coordination with the findings of the EIR and include a summary describing the master plan process and recommendations as well and plans and renderings to describe and illustrate the scope, location and character of proposed improvements. The plan shall also delineate phasing and costs for the master plan improvements over time.

Environmental Impact Reports

Utilizing approved draft campus master plans, the Consultant shall prepare, coordinate, evaluate and process the Draft EIR, Mitigation Measures and Project Alternatives, and Final EIR in accordance with current CEQA Guidelines and County requirements.

- Environmental Impact Reports for Freedom Boulevard and Government Center Campus Master Plans. The Consultant shall coordinate and prepare the master plan program description and scope of work, prepare studies and documentation, evaluate impacts and present mitigating measure for master plan environmental issues. Provide process management including community meetings and scoping and manage circulation of materials. The Consultant shall prepare environmental studies and documentation associated with the EIR scope, including but not limited to environmental review of impacts to air quality, biological resources, cultural resources, hydrology and water quality, hazardous materials, noise and traffic.
- The EIR process, including resource and impact studies or reports, shall be initiated as soon as possible.

Outreach and Engagement

The Long-Range Facilities Planning and Campus Master Plan efforts will include outreach and engagement as appropriate to each phase of work. It is anticipated that outreach and engagement will include a combination of surveys, workshops, informational presentations, web-based information, community meetings and public hearings designed to inform, solicit input and feedback, and present proposals to decision makers. The consultant in coordination with County staff will prepare an outreach and engagement process plan, provide exhibits and materials, facilitate and lead these efforts.

Work Plan and Schedule

A comprehensive project work plan and schedule will be developed by the selected Consultant and included in the final scope of services to be negotiated. The work plan and schedule shall include an outreach and engagement plan, key project milestones and Board of Supervisor approvals, project management and coordination meetings and other required tasks, hearings, approvals and coordination needed during the facilities planning and master plan process.

It is currently anticipated that from contract approval to final approvals and EIR certification, the facilities planning, master planning and EIR process will take approximately 18 to 24 months.

Work Products/Deliverables

Required project deliverables will be identified for each phase of the work and included in the final scope of services to be negotiated with the selected consultant. It is expected that documents will include all written and graphic information necessary to clearly and concisely convey policies, guidelines, success criteria, campus site master plans and concepts, phasing and implementation for the Long-Range Facilities and Campus Master Plans. In addition, project deliverables will include all technical studies, and all required EIR documentation. Hard copies along with electronic pdf versions of all deliverables shall be provided to the County at the end of each phase.

PROJECT SCHEDULE

The County intends for the Consultant to begin work upon award of the contract. It is currently anticipated that from contract approval to final approvals and EIR certification, the facilities planning, master planning and EIR process will take approximately 18 to 24 months.

EVALUATION CRITERIA

A selection committee comprised of representatives of the County will evaluate all submittals and select the respondent that (1) best meets the needs as set forth in the RFQ; (2) is best qualified; and (3) is best able to provide the requested services for a reasonable fee and within the time limits. Award of a contract is contingent upon approval from the County of Santa Cruz Board of Supervisors.

Consultant selection will be based on evaluation of the following:

Project approach and understanding of the requested services.	25 points
Qualifications of staff and relevant experience with the requested professional services and completeness of project team.	25 points
Experience and performance on similar projects related to quality of work and timeliness.	25 points
Ability to work effectively and lead a team working in close coordination with County staff through the planning, design and environmental review processes with input from decision makers, the community and other stakeholders.	25 points
Approach for providing cost-effective solutions and maintaining cost controls throughout all phases of work.	25 points
TOTAL POINTS	125 points

SUBMITTAL REQUIREMENTS

Each response shall include the information described in this section. Failure to include all the elements specified may be cause for rejection. The submitted material should be succinct and focus on content that demonstrates experience and understanding in providing the requested consulting services. Additional information may be provided but should also be succinct and relevant to the goals of this RFQ.

Cover Letter

A one-page cover letter shall be provided with the following information:

- Title of the RFQ
- Name and mailing address of firm
- Contact person, telephone number, fax number, and email address
- Confirmation and acceptance of the terms included in the attached *Independent Contractor Agreement (Design Professionals)*

SCCDPW will use email to notify your firm of critical developments such as interview schedules, notification of selection/non-selection, etc.

The cover letter must be signed by an officer empowered by the Consultant to sign such material and thereby commit the Consultant to the obligations contained in the RFQ response. Further, the signing and submission of a response shall indicate the intention of the proposer to adhere to the provisions described in this RFQ and a commitment to enter a binding contract, if offered.

Responses submitted on behalf of a *Partnership* shall be signed in the firm name by a partner or the Attorney-In-Fact. If signed by the Attorney-In-Fact, there shall be attached to the response a Power-Of-Attorney evidencing authority to sign proposals, dated the same date as the response and executed by all partners of the firm.

Responses which are submitted on behalf of a *Corporation* shall have the correct corporate name thereon and the actual signature of the authorized officer of the corporation written (not typed) below the corporate name. The title of the office held by the person signing for the corporation shall appear below the signature of the officer.

Responses which are submitted by an *Individual* doing business under a firm name (“dba”) shall be signed in the name of the individual doing business under the proper firm name and style.

Firm’s Qualifications

Describe the firm and provide a statement of the firm's qualifications for performing the requested consulting services. Indicate any specialized expertise relevant to the proposed project scope. Identify the services which would be completed by your firm's staff and those services to be provided by subconsultants. Identify subconsultants proposed to supplement your firm's staff.

Relevant Experience

Provide a summary of the firm's experience with similar projects. The summary should include a minimum of three related projects, including dates and brief descriptions of the projects (completed within the last 10 years).

Include references for three of the projects stated in your summary, including date of project, contact person and phone number, and a brief description of the project that clearly demonstrates your firm's abilities.

Describe your firm's past record on controlling fees, delivering projects within the project cost estimate, quality of work, and established schedules by citing at least three examples of comparable projects. Identify the client, project name, project cost estimate, actual project cost, original project schedule, and completion time of the project.

Team Qualifications

Provide a brief summary of the qualifications/experience of each team member, including length of service with the firm. Include the qualifications/experience of subconsultant staff on your project team. Provide an organization chart, including subconsultants if any, of the staff available for the project. Include a brief discussion of current project commitments and a table showing the percentage of time key staff members are available during the period of this contract.

Resumes

As an appendix to the response, provide brief resumes for each team member. No more than one page shall be used per resume, except for the principals, which may not exceed two pages each and no more than three principals may be listed (i.e. Project Manager, Principal in charge, etc.)

Project Approach

Provide as an attachment to the submittal, a narrative describing how your firm would approach the requested services described in this RFQ. The Project Approach shall demonstrate the required knowledge and experience to complete the project. It should describe the anticipated requirements, approaches and methodology to be used, anticipated work to be performed, anticipated schedule for completing the work and how your firm can assure timely completion, outcomes, and work products. Include innovative and/or strategic suggestions for preparation of a Long-Range Facilities and

Campus Master Plans. Include how your firm will interact with the County during the course of the project.

Fee Schedule

Include your fee schedule with the response. The fee schedule shall include billing rates for staff at the various levels which may perform work on the project. Billing rates for subconsultants shall also be included, with markups if applicable.

The fee schedule shall be submitted in a separate sealed envelope and will not be opened until the technical review of your proposal has been completed.

Format

Each response to this RFQ shall not exceed 12 pages (double sided is acceptable for a total of 6 physical pages). Sheets 11x17 in size are acceptable for exhibits, maps, drawings, etc., if needed, and will be counted as one page. Any attachments/appendixes (such as resumes and the Project Approach) will not be counted as part of the 12-page response limit.

STANDARD TERMS AND CONDITIONS

Standard Consulting Agreement:

The Consultant selected to provide the scope of services shall sign the County's standard *Independent Contractor Agreement (Design Professionals)* and will be required to provide evidence of insurance for the coverage specified in the agreement. A sample of this agreement is attached to this RFQ. The final scope of work and fee will be negotiated and included in the agreement, in accordance with the fee schedule provided by the consultant in response to this RFQ. ***By submitting a proposal for the work, the Consultant agrees to be bound by the sample agreement form for the contract.***

Indemnification and Insurance Requirements:

Refer to Attachment A3, sample Independent Contractor Agreement paragraphs 7 and 8 for indemnification and insurance requirements. SCCPDW reserves the right to withhold payments to the Consultant or cancel the Contract in the event of non-compliance with the insurance requirements provided herein. CONTRACTOR agrees to provide its insurance broker(s) with a full copy of these insurance requirements and provide COUNTY on or before the effective date of this contract Certificates of Insurance for all required coverages.

If you do not currently carry the type/limit of insurance stated herein, please submit your RFQ with any differences clearly noted. Indicate if you would be able to obtain the proposed insurance.

Proprietary Information:

All information appearing within and as attached to a response is public information and may be subject to public inspection. Any proprietary information must be clearly marked as such and submitted in a separate sealed envelope and referenced only within the body of the response. The County and SCCDPW are subject to the California Public Records Act (CPRA) and the California Public Contract Code and cannot guarantee that proprietary materials submitted under seal will remain confidential.

Nondiscrimination:

The SCCDPW does not unlawfully discriminate in violation of any federal, state or local law, rule or regulation because of race, religious creed, color, national origin, ancestry, physical or mental disability, medical condition, genetic information, pregnancy related condition, marital status, gender/sex, sexual orientation, gender identity, gender expression, age (over 40), political affiliation or belief, or military and veteran status.

No person shall be excluded from participation in, denied benefits of, discriminated against in the admission or access to, or discriminated against in treatment or employment in the SCCDPW's contracted programs or activities on the grounds of disability, age, race, color, religion, sex, national origin, or any other classification protected by federal or California State constitutional or statutory law. Additionally, no person shall be excluded from participation in, denied benefits of, or otherwise subjected to discrimination in the performance of contracts with the SCCDPW or in the employment practices of the SCCDPW's proposers. Accordingly, all proposers entering into contracts with the SCCDPW shall, upon request, be required to show proof of such nondiscrimination and to post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

Protest and Appeals Procedures:

Respondents are referred to the Attachments for the Department of Public Works Protest and Appeals Procedures.

SELECTION PROCEDURE

It is the intent of the County to select and contract with a Consultant team for these services.

The County shall select the Consultant team based on the following procedure:

- Receive and evaluate the responses and develop a short list of the top three to five consultants deemed the most highly qualified.
- Notify the consultants on the short list to be interviewed.
- Conduct interviews.
- Develop final ranking of the Consultants.
- The top ranked Consultant(s) will be asked to develop a scope of services, timeline and proposed cost. Should negotiations with the most highly qualified consultant be unsuccessful for whatever reason, the County will proceed to the next most qualified team, and so on.
- Notify the Consultants of the results.

Consultants will be chosen based on qualifications and the quality of their response.

The SCCDPW reserves the right to contract with additional consultants. The SCCDPW reserves the right to reject any and all responses to this RFQ and to take other actions as outlined in the Reservations attached to this RFQ

SUBMITTAL INSTRUCTIONS

Only that information specifically requested shall be submitted.

A Pre-proposal Conference is scheduled for **3:00 PM, Thursday, May 2, 2019**. This conference is non-mandatory. The conference will be held at the following location:

County of Santa Cruz Government Center
 701 Ocean Street
 5th Floor, Redwood Conference Room
 Santa Cruz, CA 95060

If you wish to be considered for this solicitation, submit five (5) hard copies and one (1) memory stick/USB drive of your response in PDF format by 5:00 p.m., on Wednesday, May 15, 2019 to:

Betsey Lynberg
 Director of Capital Projects
 County of Santa Cruz Department of Public Works
 701 Ocean Street, Room 410
 Santa Cruz, CA 95060

The successful firms shall be required to enter into an *Independent Contractor Agreement (Design Professionals)* with SCCDPW for the work to be performed. A sample *Independent Contractor Agreement (Design Professionals)* is included with this

Request for Qualifications. The consultant shall state in the submitted response that the firm has reviewed the *Independent Contractor Agreement (Design Professionals)*, will meet all the terms and conditions if selected by the SCCDPW for the requested services, and will be able to sign the agreement as-is with no changes.

A copy of this Request for Qualifications is available for viewing and download on the Santa Cruz County's website at www.ebidboard.com. Please contact Gerry Vargas at Gerardo.Vargas@santacruzcounty.us for assistance using the website if needed. All questions regarding the RFQ must be submitted **in writing**. Questions shall be submitted to Betsey Lynberg at Betsey.Lynberg@santacruzcounty.us . Addendums, if necessary, will be posted on the aforementioned website.

Attachment A1

Opportunities and Challenges Study

SANTA CRUZ COUNTY CAPITAL FACILITIES PLANNING

4/23/2019 Opportunities and Challenges Study



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Acknowledgements

County Facilities Planning Core Team:

Elissa Benson, Assistant County Administrative Officer
Michael Beaton, General Services Director
Travis Cary, Chief Real Property Agent
Andy Constable, Economic Development Manager
Trish Daniels, Senior Administrative Analyst
Peter Detlefs, Economic Development Coordinator
Betsey Lynberg, Assistant Director Capital Projects
Matt Machado, Deputy CAO, Public Works Director

Anderson-Brule Architects:

Pamela Anderson-Brule, President
Kimberly Bascos, Project Manager
Kate Rivard, Associate Principal,
Practice Leader
Camille Sarrant, Planning Analyst

SANTA CRUZ COUNTY CAPITAL FACILITIES PLANNING

Opportunities and Challenges Study

I. Introduction

The County of Santa Cruz (County) recently adopted a Strategic Plan that establishes a new vision, mission, values, focus areas and goals to guide the County through 2024. The County is now prepared to develop a Long-Range Facilities Plan (LRFP) and undertake master planning activities for selected County facilities that will support and implement the Strategic Plan and provide policy direction for capital facility development over the next 15 years.

This Opportunities and Challenges Study is the first step in the County's facility planning efforts. The primary purpose of this Opportunities and Challenges Study is to identify opportunities and challenges of existing County services and facilities and define a process for preparation of a new Long-Range Facilities Plan and Campus Master Plans for two of the County's primary service locations at the County Government Center, located on Ocean Street in downtown Santa Cruz and the Freedom Boulevard Campus, located within the City of Watsonville.

To facilitate this effort, the County first reviewed existing County facility plans and policies and identified specific plans that guide development at the County Government Center and Freedom Boulevard campuses. A comprehensive GIS-based inventory of County-owned and leased facilities was also developed. Data regarding service delivery locations, county population, and investments in County facilities was also collected. In addition to this background research, all County departments were asked to complete an informal service delivery and facility survey and to participate in two workshops facilitated by Anderson-Brule Architects. The workshops established goals and expectations, identified stakeholders and framed a process for preparation of the Long-Range Facility Plan and specific Master Plans.



The workshops created a shared understanding of key findings from facility and service data and provided insights into current service delivery and service gaps within the context of the County's Strategic Plan.

This Opportunities and Challenges Study summarizes the results of these preliminary facility planning efforts into key findings for selected topical areas and presents opportunities and strategies as guidance for the County's future capital facility planning efforts.

Watsonville 2005 General Plan and Draft Vista 2030 General Plan

The City of Watsonville's 2005 General Plan is the most current planning document that informs redevelopment of the County's Freedom Boulevard campus. The property is currently zoned PF (Public Facilities) with development standards provided in the City of Watsonville Municipal Code Title 14, Chapter 14-16, Part 8. The City of Watsonville is currently working to complete an update to the 2005 General Plan with its Vista 2030 General Plan. The Vista 2030 Plan includes a Freedom Corridor Concept component that envisions more comprehensive development standards that will apply to the County's Freedom Boulevard campus. Both the 2005 Plan and the Draft 2030 plans indicate that there is significant opportunity for redevelopment of the existing County facilities as well as potential surplus areas that could be used for other beneficial uses.

Key Findings: Background

- The new County of Santa Cruz Strategic Plan goals provide important guidance for the LFRP effort specific to facility use and development and presents opportunities to develop a LRFP and campus master plans that implement broader community initiatives such as ensuring equitable access to services and attainable housing.
- The County's existing 1994 Plan is insufficient to address current facility planning needs as the County has experienced significant changes in its service delivery and facility requirements since development of the 1994 Plan over 25 years ago.
- The County continues to complete significant facility acquisitions and improvements, some as envisioned in the 1994 Plan, and many others as the result of evolving community needs and strategic opportunities that were not contemplated in the 1994 Plan.
- The City of Santa Cruz Ocean Street Area Plan provides a vision and context for redevelopment of the County Government Center that includes significant redevelopment opportunities for the County.
- The County Government Center property also supports the 35,923 sf State Courts facility, which is currently a single-story structure immediately adjacent to the County's five-story administration building. As master planning efforts for the County Government Center campus proceed, the County should coordinate with the State of California regarding potential for redevelopment of the Courts building.
- The City of Watsonville 2005 General Plan and Draft Vista 2030 General Plan envision redevelopment of the Freedom Boulevard corridor to include a mix of jobs and housing and a pedestrian friendly streetscape which sets a context for master planning the Freedom Boulevard campus.
- Existing County Policies and Procedures and County Code minimally inform future facility planning but should be considered and updated to align with any facility planning documents and master plan policies.

III. Context

To support future facility planning efforts, this study sought to better understand and document the County's existing facilities in terms of location, use, age and condition and to quantify recent investment in capital facility development. These efforts resulted in the development of a comprehensive GIS-based inventory of County-owned and operated real property assets and leased facilities that will support mapping and data analysis as the County moves forward with more detailed facility planning. This study also explored the County's current service delivery methods through departmental surveys and two workshops that included several activities related to exploring current service delivery methods and explored opportunities to improve delivery of County provided services. Data on population and County employment trends and employee statistics related to service locations was also collected. The following sections provide an overview of the results of these efforts.

County Facilities Inventory

The County currently owns 2,090 acres of land composed of 595 individual parcels that are geographically dispersed throughout the county. These land assets represent a diverse set of property classes, ranging from remote open space land in the rural areas of the San Lorenzo Valley and Santa Cruz Mountains to large urban campuses that support the County's major service providing facilities. The County currently maintains 159 County-owned buildings and structures and leases 16 additional facilities to provide County services for a total combined facility area of approximately 1.3 million square feet. Maps of County-owned property and County facilities are included in the Exhibits section on pages 20 and 21. Although not all this area is occupied by employees, such as material storage buildings and utility service structures, this figure represents significant set of facility assets under management of the County.

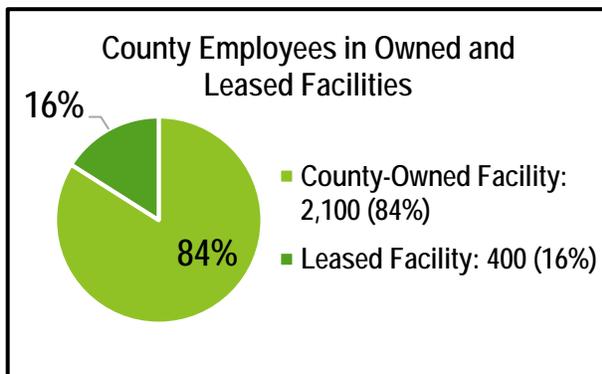
Although the County owns and manages facilities throughout the County, a large portion of its facilities are concentrated on three urban campuses that have been owned by the County for many decades. These three campuses are the County Government Center located at 701 Ocean Street in downtown Santa Cruz, the Emeline campus located at the intersection of Highway 1 and Emeline Avenue at the edge of the City of Santa Cruz city limits, and the Freedom Boulevard campus located on Freedom Boulevard within the City of Watsonville. Maps of the three main campuses are include in the Exhibits section on pages 22-27. Of these three sites, the County Government Center is considered the primary County administrative facility and houses the largest number of employees. Services provided at the County Government Center include general government, most land use services, the courthouse and fleet services.

The 28-acre Emeline campus is the largest of the three primary County campuses and serves as the department headquarters for the Health Services Agency and the Human Services Department. Some general government services are also located at the Emeline campus. The 9.5-acre Freedom Boulevard campus provides south county residents with access to health

and probation services and the Agricultural Extension office. Importantly, all three of these campuses are large enough to offer potential for redevelopment that could include consolidation of other County facilities or provide opportunity to support other Strategic Plan focus areas.

The County also operates significant capital facilities that are not located on three primary campuses, including the Sheriff Coroner’s Office complex located at the corner of Soquel Avenue and Chanticleer, the Juvenile Hall facility on Graham Hill Road, and the Simpkins Swim Center, which also houses the headquarters for the Parks, Open Space and Cultural Services (Parks) department. Other major facilities located throughout the county include several detention facilities, landfills and transfer stations, sanitation services administration offices, and the Department of Public Works corporation yards. It is also important to note that some of the County-owned facilities are occupied by external service providers, primarily in the areas of supportive housing and social services.

In addition to its County-owned facilities, the County has also historically used long-term leases to support a significant portion of its requirement for quality office and other space. The County currently leases 132,368 square feet of space throughout the county at a cost of



approximately \$2.8 million annually. County services operating in leased space include Child Support Services, the Agricultural Commissioner, the Clerk/Elections Warehouse, and significant portions of the Human Services Department, Probation Department, and District Attorney in Watsonville. Other minor leases provide space for Sheriff service centers and Health Services Department satellite offices. Approximately

400 employees, or 16% of the County workforce, now work in leased facilities.

Although some of the County-owned and leased facilities are newly constructed modern buildings, a review of the general quality of the existing County facilities indicates that the age, condition and suitability of County facilities for current uses varies widely, with some facilities well beyond their useful life. This is particularly evident as many of the recommendations for facility upgrades at the Emeline and Freedom Boulevard campuses that were proposed in the 1994 Plan have still not yet been implemented, which has resulted in the fact that 68% of County employees now work in buildings that are at least 50 years old.

Capital Facility Investment

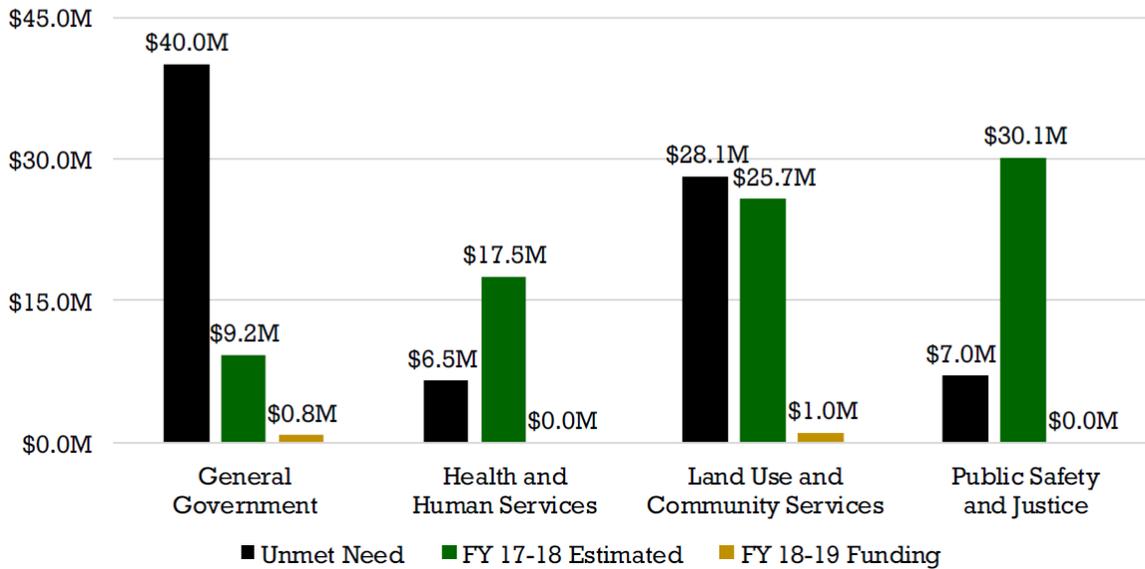
Despite the fact that the County has not been able to implement all of the facility work contemplated in the 1994 Plan, the County has still been very successful in identifying opportunities to fund capital projects and has invested over \$100 million in capital facility development over the last decade. This investment falls into two major categories: 1) service enhancement projects, which include major facility construction and energy and

accessibility upgrades to existing facilities, and 2) repairs and maintenance. Most of the service enhancement work has been funded by non-General Fund sources, while repairs and maintenance have been funded by the General Fund. Despite this investment the County's FY 18-19 Budget for the Plant Fund indicates that the County still has over \$80 million in unmet deferred facility maintenance needs.

CAPITAL MAINTENANCE & UNMET NEED

PLANT

In 2017-18, an estimated \$79 million was provided for plant improvements. In 2018-19, approximately \$1.8 million is proposed to address the most critical projects. The County still has over \$80 million remaining in unmet needs.



Major Facility Projects Since Adoption of the 1994 Plan

- Permanent Parks Department offices on 17th Avenue (Simpkins Swim Center)
- Sheriff-Coroner campus - Center for Public Safety
- Animal Services facility rebuilt
- Behavioral Health Center
- Health Services clinic space on Emeline Campus
- Agricultural Commission and Mosquito Abatement relocation to Capitola Road site
- Rountree Rehabilitation and Re-Entry Facility

- Photovoltaic Installations
- Behavioral Health Office Building on the Freedom Boulevard Campus - *opening in 2019*
- Watsonville Courts
- Courtroom at Juvenile Hall

An important component of long-range facility planning is consideration of future capital investment costs and strategies to pay for those costs. The cost of construction continues to increase, primarily driven by development demands in the San Francisco Bay Area and increasing material costs. One potential strategy to address costs is to leverage County assets to address both County and broader community needs. With this in mind, it is useful to highlight current real estate market conditions and trends. Demand for housing of all types remains high in Santa Cruz County. The market for general office is flat, although there continues to be demand for medical and clinic space. Unless constructed for a specific user or need, commercial office rents do not offset the high cost of construction. The retail market continues to evolve with limited demand for new retail space. Because of these market conditions, residential development often carries the cost of new mixed-use development. An initial analysis of several redevelopment scenarios concluded that under certain circumstances partnerships could support continued improvement of the County's capital facility resources.

Key Findings: Facilities Inventory and Capital Investment

- The County owns and operates a large number of facilities that are geographically dispersed throughout the County, with some County uses continuing to operate in historic locations and/or out of facilities that may no longer be ideally suited to the service function.
- The County continues to rely on leased office space to fulfill its facility needs, with approximately 16% of County employees working in leased space. Although much of the leased space is of high quality, there is currently no plan that considers the long-term financial and service delivery implications of continuing to lease facilities for provision of County services.
- Many of the facility needs identified in the 1994 Plan have not been addressed. For example:
 - Buildings characterized at the end of their useful life in the 1994 Plan are still in use today.
 - Insufficient parking continues to impact the County Government Center.
 - For the most part, services have not been expanded and consolidated into new buildings at the County Government Center, Emeline, and Freedom Boulevard campuses.
- The County has been able to take advantage of other strategic facility development opportunities that were not included in the 1994 Plan, such as the Center for Public Safety, Rountree Rehabilitation and Re-Entry Facility, a new Behavioral Health Unit and Animal Services facilities.
- No departments have reported vacant space and some departments have identified the need for more space to accommodate their workforce.
- Many existing County-owned facilities are “aging”, require replacement of deficient infrastructure and some facilities are at the end of their useful life. There is currently no plan to replace buildings at the end of their useful life.
- The County Government Center, Emeline and Freedom Boulevard campuses have untapped development capacity and/or vacant land that could be used to support County facility needs and further community focus areas identified in the Strategic Plan.
- The cost of construction continues to escalate in the current market. There is the potential to under certain redevelopment scenarios to leverage County assets to address both County and broader community needs.

Service Delivery

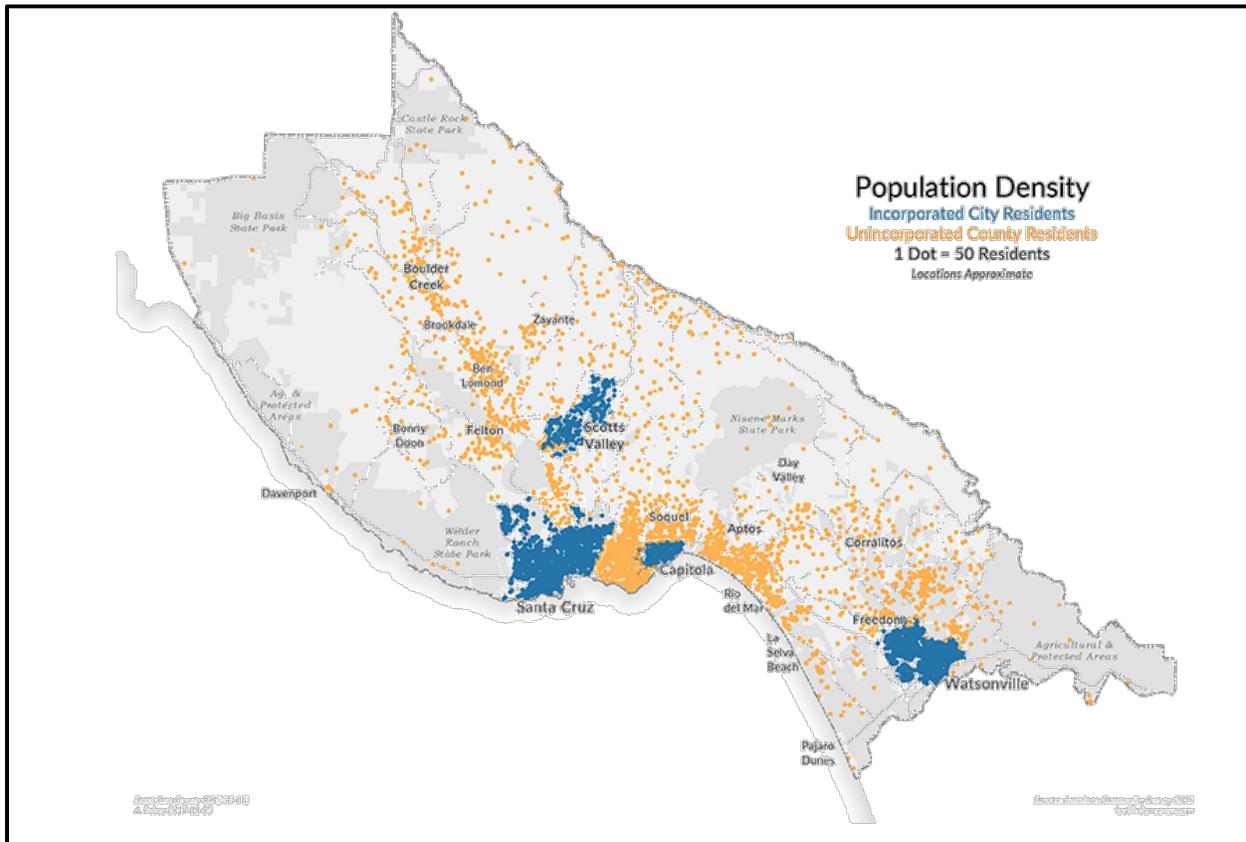
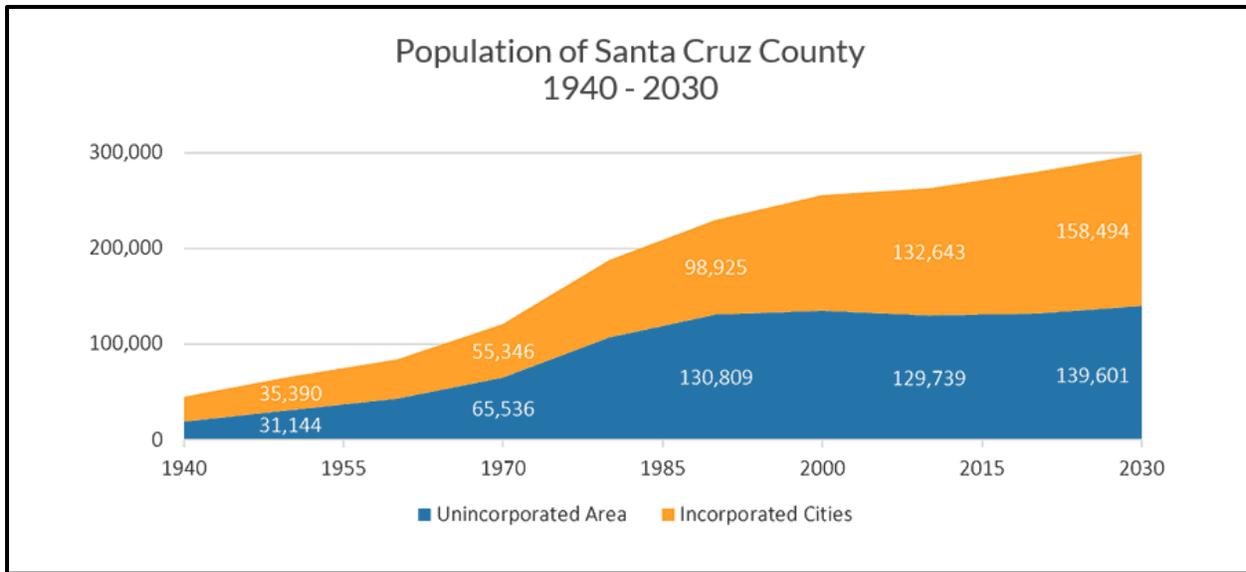
The County provides a comprehensive range of services in the areas of health and human services, public safety and justice, land use and public works, and community and general government. These services are accessed by residents, businesses and property owners throughout Santa Cruz County and even to some clients outside Santa Cruz County. Services are provided from County offices and facilities, in the field and via technology. Services are delivered from 68 service locations, including from both County-owned and leased facilities, by County employees and community-based partners under contract to the County.

As we plan to address the needs for County facilities over the next 15 years key questions should be considered: 1) What does the community need? 2) What services will the County deliver? 3) How will the County deliver these services? and 4) Where will the County deliver these services?



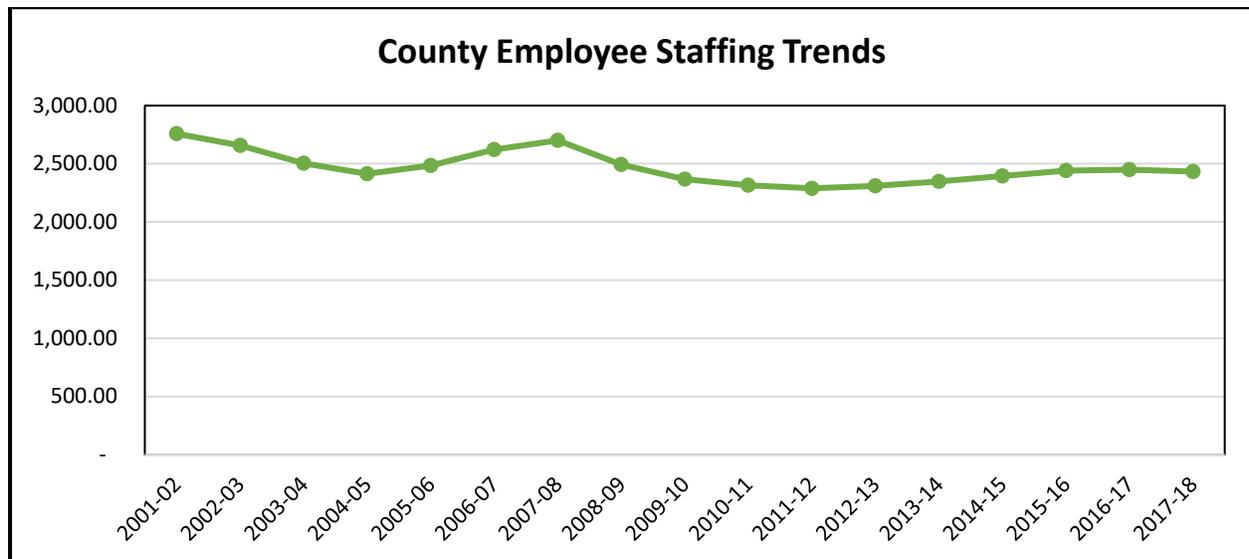
The County of Santa Cruz Strategic Plan 2018-2024 provides important guidance regarding community need. Currently efforts are underway to prepare an operational plan with strategies and objectives aimed at addressing the six Strategic Plan focus areas. Also, key information regarding the community, collected as part of the strategic plan, is helpful to the long-range facilities planning effort and addressing how and where the County will deliver services in the future.

Underlying factors related to the County's service population include population growth and population density. The statistics indicate that County population continues to grow and will reach a projected total County population of nearly 300,000 by 2030, with the highest population growth and densities in the cities, and unincorporated mid-county area.

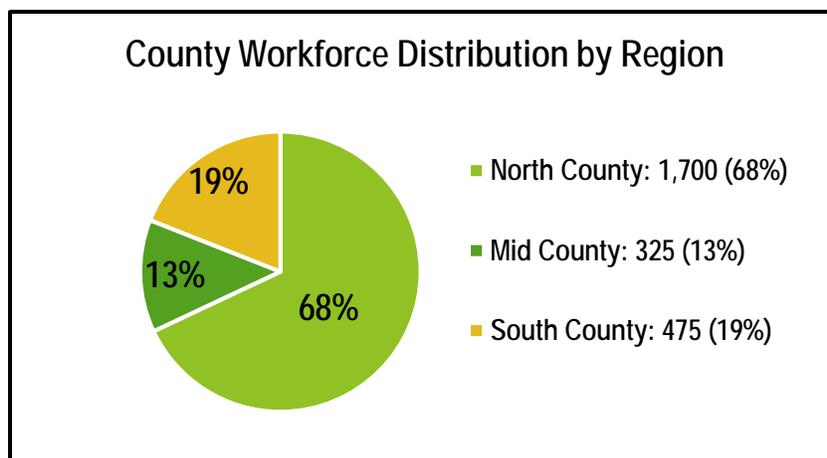


Although the total population of the County has grown steadily, the County workforce remains near its historical average. This is because workforce size and service demands are also driven by factors such as the economy and State and Federal legislation, and because service delivery models can change over time, such as with changes in the use of technology for

example. The total County workforce currently stands at 2,481 full-time equivalents. Over the last 20 years, the number of full-time positions has been as much as 12% higher and 7% lower than the running average of 2,469 full-time equivalents.



Other important component in gauging how and where County services are delivered is to consider the number of County employees that work at each County service facility as well as employee distribution throughout the County. To support this study, each department was surveyed to determine the number of employees working at each location and this data is now included in the GIS-based facility inventory and will be used to support future facility planning work. The employee data includes both County-owned and leased facilities. The results indicate that North County region has the highest concentration of employees at 68%, with Mid-County employees at 13%, and South County at 19%. Three County employee

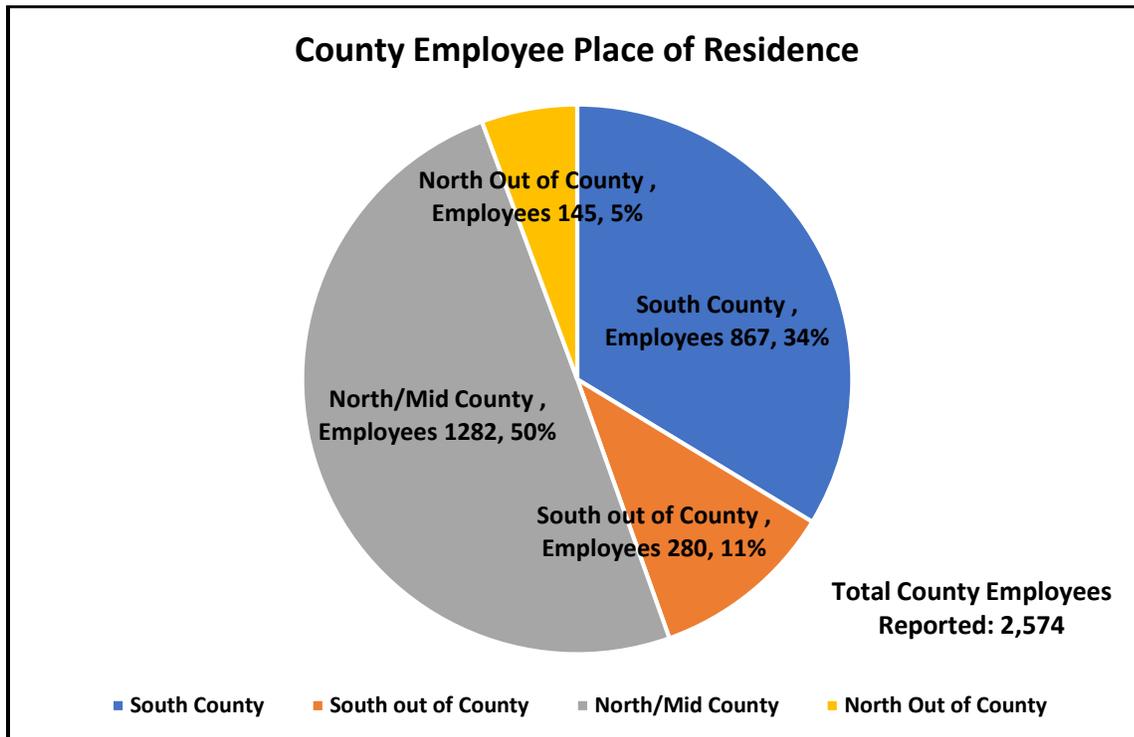


distribution maps are provided in the Exhibits section on pages 28-30 to illustrate the number and location of employees by County region. The maps demonstrate once again that County facilities and County employees are distributed throughout the County. Results of the survey also indicate that 85% of the County workforce is assigned

to ten primary facilities as identified in the table below. Notably, a total of 1,470 employees, or 57% of the County workforce, are assigned the Government Center and Emeline campuses combined.

County Employees by Service Facility/Campus - Top Ten	
Facility	Employees
1. County Government Center Campus	804
2. Emeline Campus - HSA, HSD, Other	630
3. Center for Public Safety - Sheriff	164
4. West Beach Facility - HSD Leased Offices	126
5. Freedom Boulevard Campus	118
6. Westridge Leased Facility - HSD Call Center	88
7. Simpkins Swim Center - Parks Headquarters	51
8. May Ave Leased Facility - Child Support Services	51
9. Lode Street Facility - Sanitation Headquarters	50
10. Brommer Yard - Public Works Maintenance	47
Total:	2,129
Percentage of Total Employees in Top Ten Facilities:	85%

Data regarding the distribution of employees by County region also raised the question of where employees reside as this could have implications regarding future service delivery models and employee work-life balance. While data regarding employee place of residence is available, further research is needed to determine where employees work in relationship to where they reside.



Key Findings: Service Delivery

- Services models and service demand change over time and are influenced by factors including: population and demographics, the economy, number of service points, service locations, changes in technology, and the result of changes in State and Federal laws and programs. Changes in these factors can result in both increases and decreases in service demand.
- General Government and most Land Use and Community Services are concentrated in North County at the County Government Center.
- Overall, Health and Human Services, and Public Safety and Justice Services are offered at more than one location and are more geographically dispersed, with services in North County (Emeline campus, Juvenile Hall, Main Jail, leased space), Mid-County (Center for Public Safety), and South County (Freedom campus, Rountree Detention Facility, and leased space).
- Some services such as Child Support Services and Juvenile Hall are not located near their primary client base.
- Departments that may serve the same client base are not necessarily located near one another.
- Customers relying on public transportation will find it more difficult to access some County service locations.
- Customers residing in South County may find it more difficult to access services only offered in North County because of traffic on the Highway 1 corridor.
- Employees residing in South County and assigned to worksites in North and Mid-County must commute on the congested Highway 1 corridor.

IV. Opportunities & Strategies

While the County faces facility and service delivery challenges, the County also owns significant assets. The Long-Range Facilities Plan and campus master site plans for the County Government Center and Freedom Boulevard campuses will provide the opportunity to strategically plan for the best use of those assets to meet the future needs of the County and the community. This section summarizes opportunities that were identified in the planning workshops and summarizes outstanding strategic questions that should be contemplated. Finally, strategies and next steps are offered to ensure success as the County moves forward with development of its facility planning process.

Opportunities to Address County Facility Needs and Community Goals

- Recognize that the County's greatest assets are the County Government Center, Emeline and Freedom Boulevard campuses. These campuses are geographically distributed, are owned by the County and the sites have vacant land and/or development capacity.
- Consolidate and co-locate services that serve customers with similar needs to improve customer experience, efficiency of service delivery, and other opportunities for service enhancements.
- Locate services near populations they serve and distribute services equitably.
- Consider leveraging County assets and facilities to address other pressing community needs such as affordable housing, facilities for special populations, civic and mixed-uses.
- Consider new service delivery models including: satellite offices, with fewer hours, to improve access to services and benefit employees who commute; mobile services, and others.
- Improve the work environment to improve customer experience and retain and support employees.
- Provide leadership in sustainable community planning and development.
- Leverage technology to improve service delivery.
- Consider means to improve connectivity between County campuses such as an inter-campus shuttle and other means.

- Expand opportunity for new Mid-County service location by expanding the Center for Public Safety Campus if possible.

Outstanding Strategic Questions

The goal of a LRFP is to establish a strategic vision and planning policies to guide County campus master planning and facility improvements. The Opportunities and Challenges Study process resulted in the identification of policy questions to be addressed in a long-range facility plan. Strategic questions identified to date are summarized here:

- 1) Will the delivery of County services change in the future? If so, will these changes result in changes to the location, size and design of County facilities? For example,
 - a) Will the size of the County workforce remain similar to its size over the last 20 years? Are there unmet space needs?
 - b) Are there major trends or new developments that could change the services that the County will offer in the future? For example, with the evolving health care landscape, will the County operate health service clinics in the future or will those services be provided by others?
 - c) What are the workplace design policies and standards that should guide the design of County facilities? Do current policies and standards adequately address future security, technology, sustainability and employee health and well-being needs?
- 2) Are County services offered in locations that provide customers equitable access to efficient, effective and culturally responsive services?
 - a) Are there services that should move to improve equitable access to services?
 - b) Could services be offered in more than one location to provide equitable access?
 - c) Are there services that are not currently co-located that should be?
 - d) Can services be consolidated to improve efficiency?
- 3) Can operations located in leased facilities move to County-owned facilities without jeopardizing State and Federal reimbursement?
- 4) What policies should guide the County when determining whether to continue to invest in facilities at or near the end of their useful life or replacing those facilities?

- 5) Once County needs have been planned for, is there excess vacant land or development capacity that could be used to address other pressing community needs?
 - a) If so, are there other civic or non-county services that could or should be co-located with county services?
 - b) Could facilities for special needs populations be located on County properties?
- 6) What options are available to the County to finance the design and construction of major renovation of existing facilities and/or new facilities?
- 7) What opportunities could be available to the County to partner with other local government or development partners to implement campus master plans?

Planning Strategies and Next Steps

The following Planning Strategies can position the County to maximize the use of its valuable capital assets.

Strategic Vision and Planning Policies: A Long-Range Facilities Plan (LRFP) can establish an overall strategic vision, guiding principles and policies, and success criteria to guide the planning and design of campus master plans and county facilities. For example, the LRFP will establish goals for master planning County campuses, confirm which services will be located at which campus with consideration of opportunities to co-locate and consolidate services to improve service delivery, confirm the size of county facilities to meet future needs, and establish county-wide policies and criteria to apply to the individual campus master plan efforts as appropriate. With cohesive policies and framework in place, the planning and design process for the individual campus master plans may proceed and other County facility needs can be planned.

Campus Master Plans: County Government Center and the Freedom Boulevard campus are significant County-owned assets. A LRFP strategic vision and planning policies will guide preparation of campus master site plans. Campus master plans will consider current and future needs and identify strategic opportunities to address community goals. The campus master site plans will provide the framework for short and long-term investment and improvements.

Environmental Review: Preparation of environmental documentation and impact analysis for the campus master site plans will position the County to act on these plans as opportunities become available.

Implementation Strategies: In order to best position the County to act on these plans, implementation strategies will be considered at each phase of the process. Strategies may

include phasing improvements, developing new funding sources and identifying other development partners.

Other Facility Planning: The LRFP strategic vision and planning policies can also consider policies to guide short and long-term needs and best utilize other County assets. For example, policies could address the long-term needs for County maintenance facilities including fleet, opportunities to acquire a privately-held building on the Center for Public Safety campus should the owner desire to sell, and long-term detention facility need.

Outreach and Engagement: A successful planning processes will include input from community members, employees, decision makers and other County partners. A process plan for outreach and engagement should be prepared that will identify participants and stakeholders, the method of outreach and at what stage of the process input and engagement is needed. For example, presentations and surveys can be used to keep individuals and groups informed and to gather input. Workshops and focus groups can be used when more interaction and input is needed.

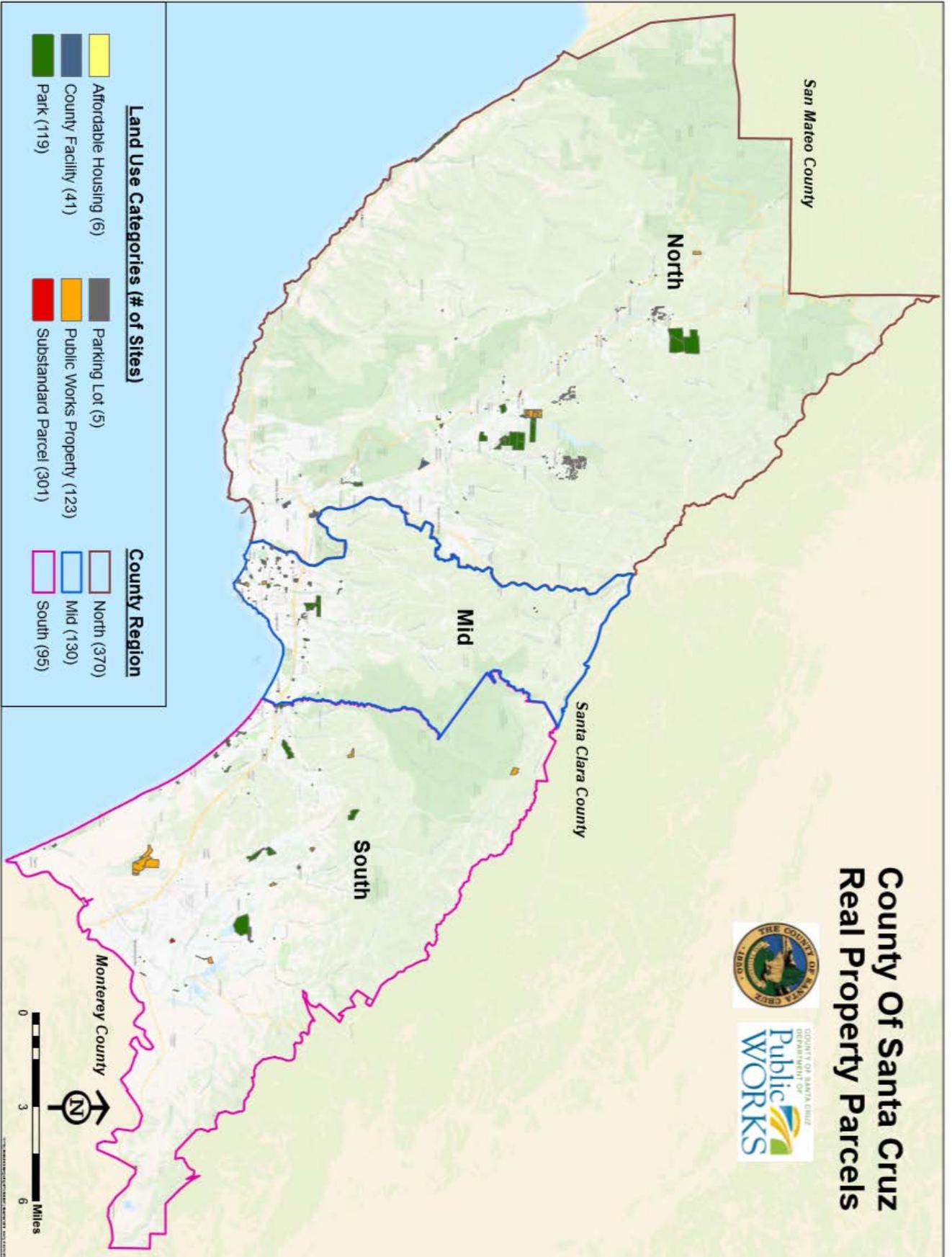


V. Conclusion

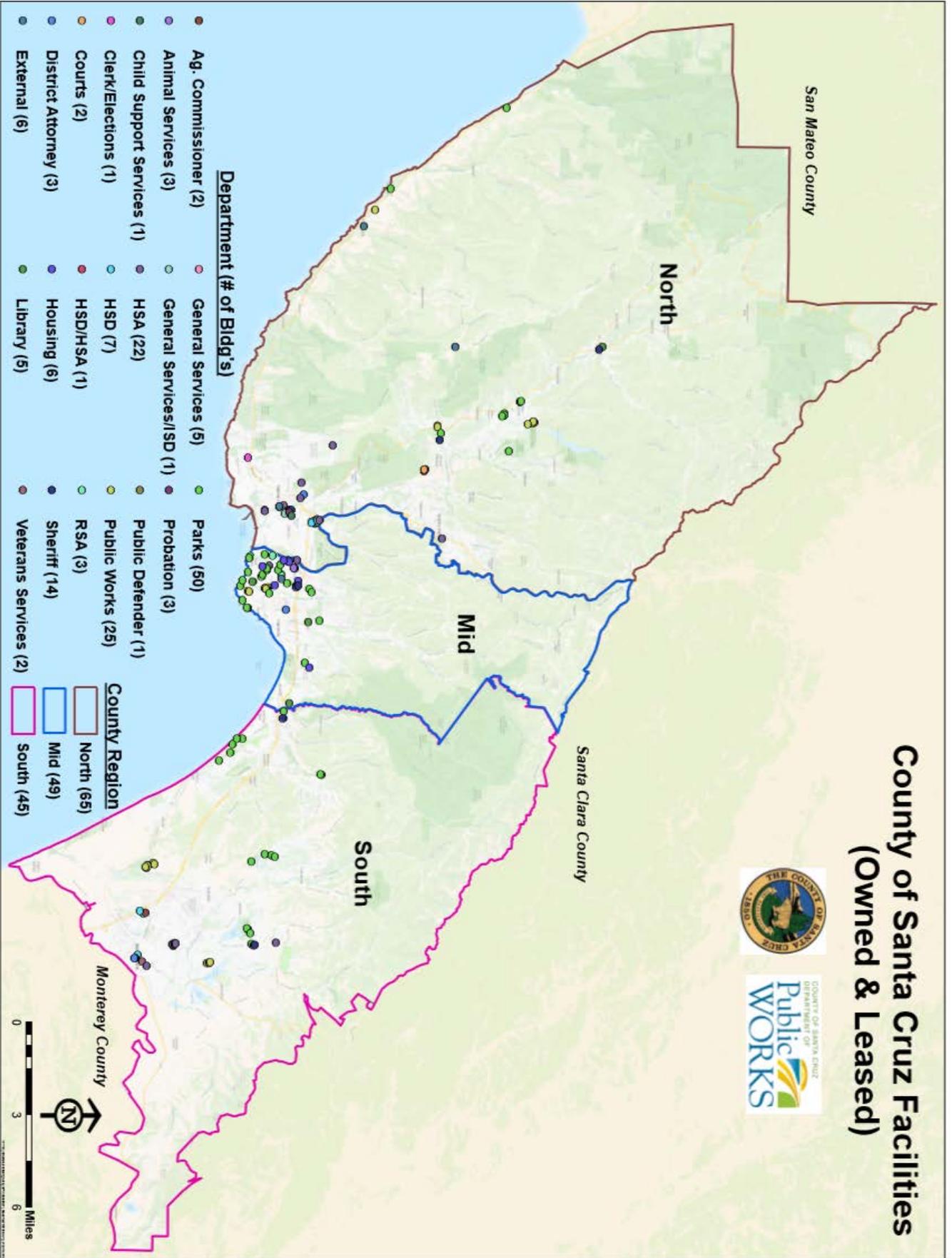
This Opportunity and Challenges Study presented many of the important issues that the County needs to consider as it prepares to engage in comprehensive capital facility planning. A preliminary market analysis that was conducted to support this study analyzed current real estate market trends and conditions and determined that there are several redevelopment scenarios and crucial partnerships that would support continued improvement of the County's capital facility resources. Timely development of a new long-range facilities plan and master plans for its primary campuses will allow the County to capitalize on favorable market conditions and partnerships to ensure continued success in developing facilities that support implementation of its Strategic Plan and other important strategic initiatives. Issues raised in this preliminary planning effort indicate that although there are many challenges to consider, the County is uniquely positioned to embark on capital facility planning that will continue to protect our valuable capital assets, enhance the service delivery experience, and implement community values that can be supported by visionary and inclusive capital projects.

VI. Exhibits

- a) County-Owned Real Property Parcels Map
- b) County-Owned and Leased Facilities Map
- c) County Government Center Vicinity Map
- d) County Government Center Detail Map
- e) Freedom Boulevard Campus Vicinity Map
- f) Freedom Boulevard Campus Detail Map
- g) Emeline Campus Vicinity Map
- h) Emeline Campus Detail Map
- i) North County Employee Distribution Map
- j) Mid-County County Employee Distribution Map
- k) South County Employee Distribution Map



County of Santa Cruz Facilities (Owned & Leased)





Ocean Street Campus

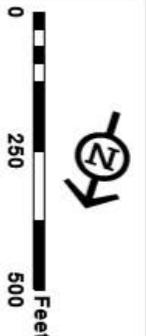
- Accessible location for North County
- Within walking distance of downtown
 - Insufficient parking
 - Regular bus service
- Bordered by public roads, park, and commercial uses
- Untapped development capacity
- San Lorenzo River flood hazards

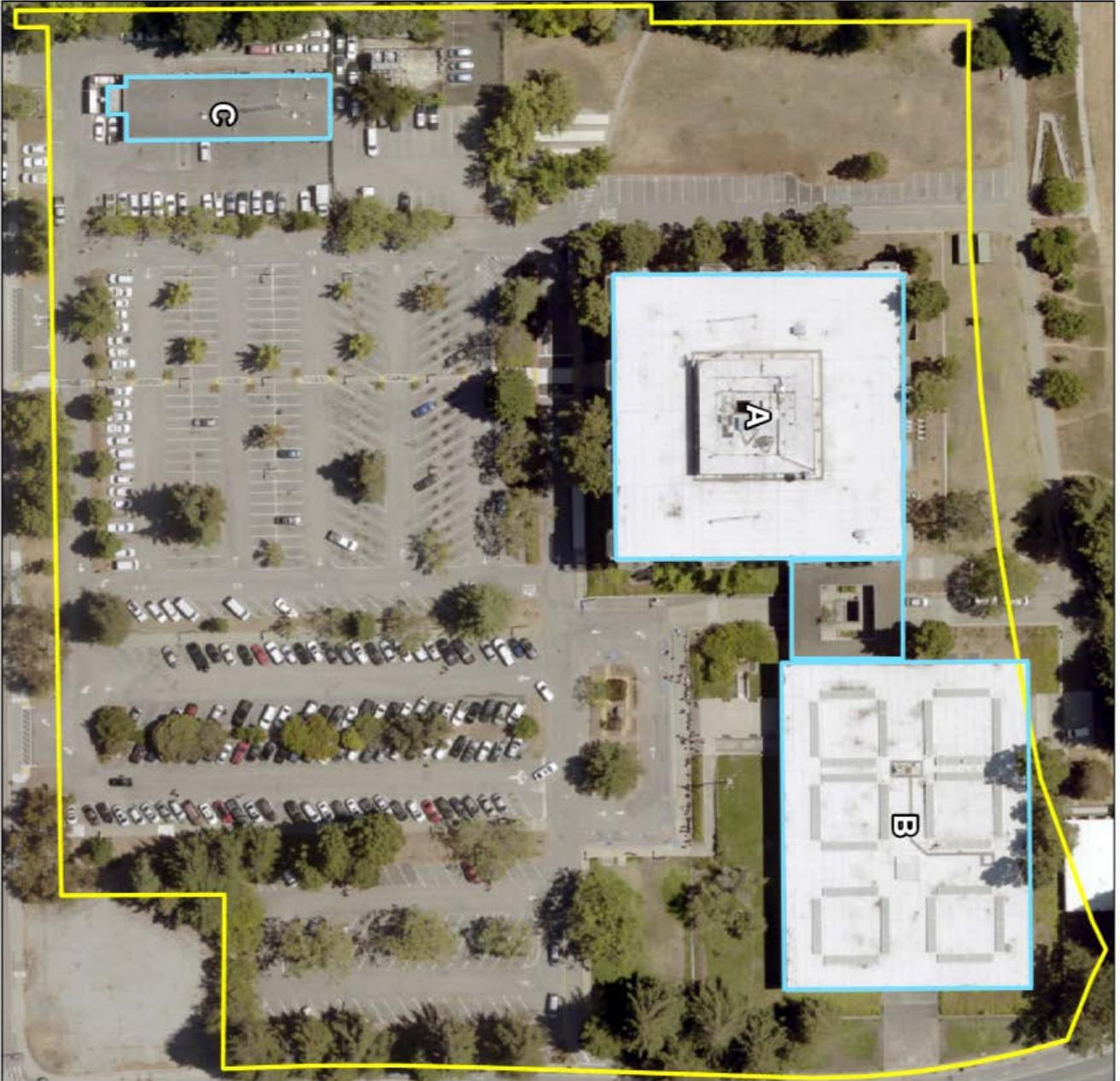
Ocean Street Area Plan Catalyst Site:

- Outdoor civic spaces
- Shift surface parking to structures
- 3 to 7 stories building height
- Organize access to improve accessibility and scale
- Pedestrian connection to San Lorenzo Park
- Pedestrian-friendly streetscape
- Downtown gateway on Water Street
- Adjoining mixed-use visitor commercial

Legend

- County Parcel
- Leased Parcel





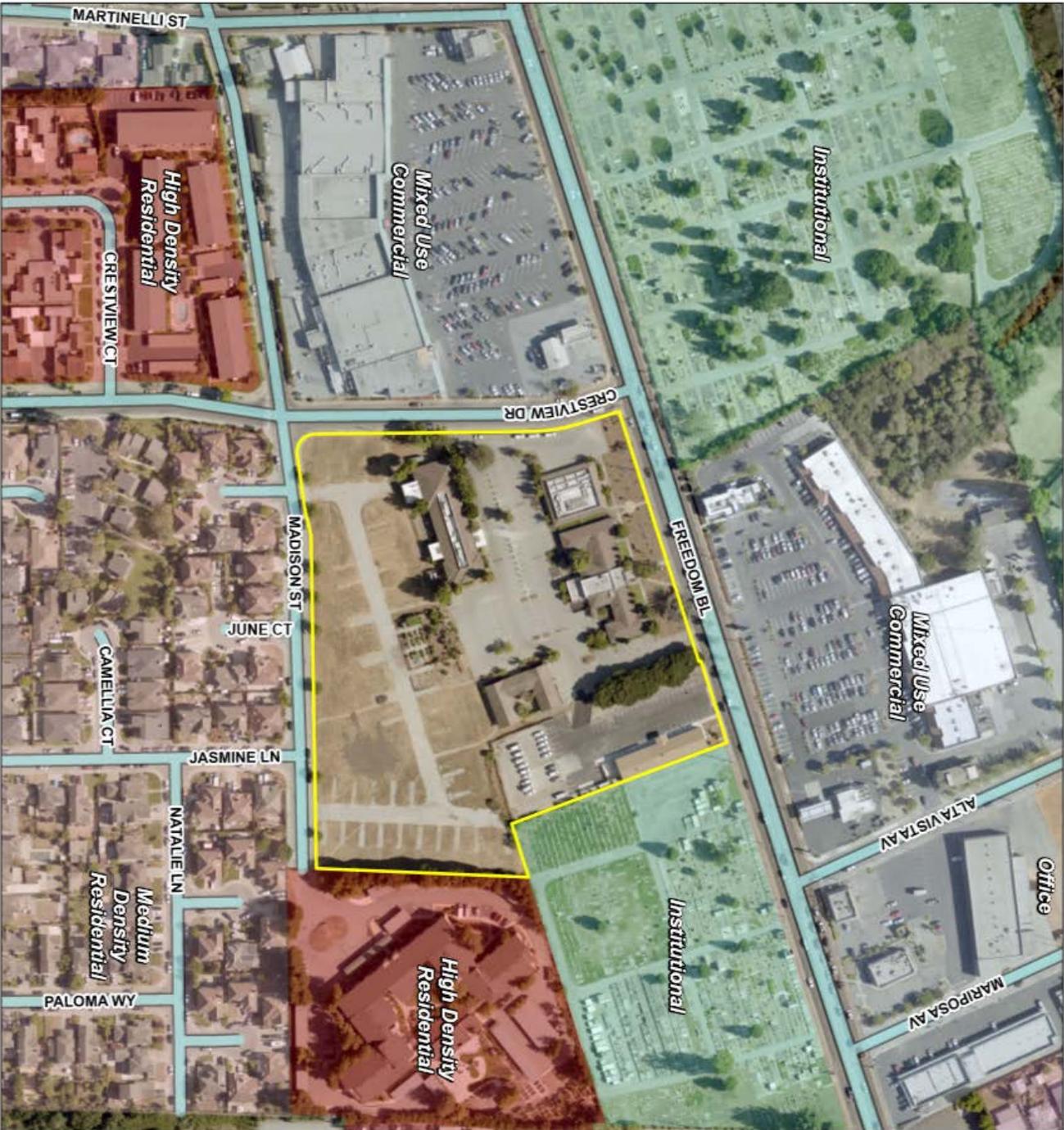
Ocean Street Campus

Total Parcel Area: 10 Acres
Total Building Floor Area: 231,909 sf
Total County Employees: 804
Parking Spaces: 455
Jail Parking Spaces: 155
Departments:
 Assessor
 Auditor - Controller - Tax Collector
 Board Of Supervisors
 CAO
 Clerk/Elections
 County Counsel
 Courts
 DA
 DPW
 GSD
 HSA/Environmental Health
 HSD
 ISD
 Planning
 Personnel
 Recorder

Building A: Governmental Office
 185,000 sf
 Employees: 772
Building B: Courts
 35,923 sf
 Employees: 24
Building C: Fleet Services
 5,765 sf
 Employees: 8







Freedom Blvd. Campus

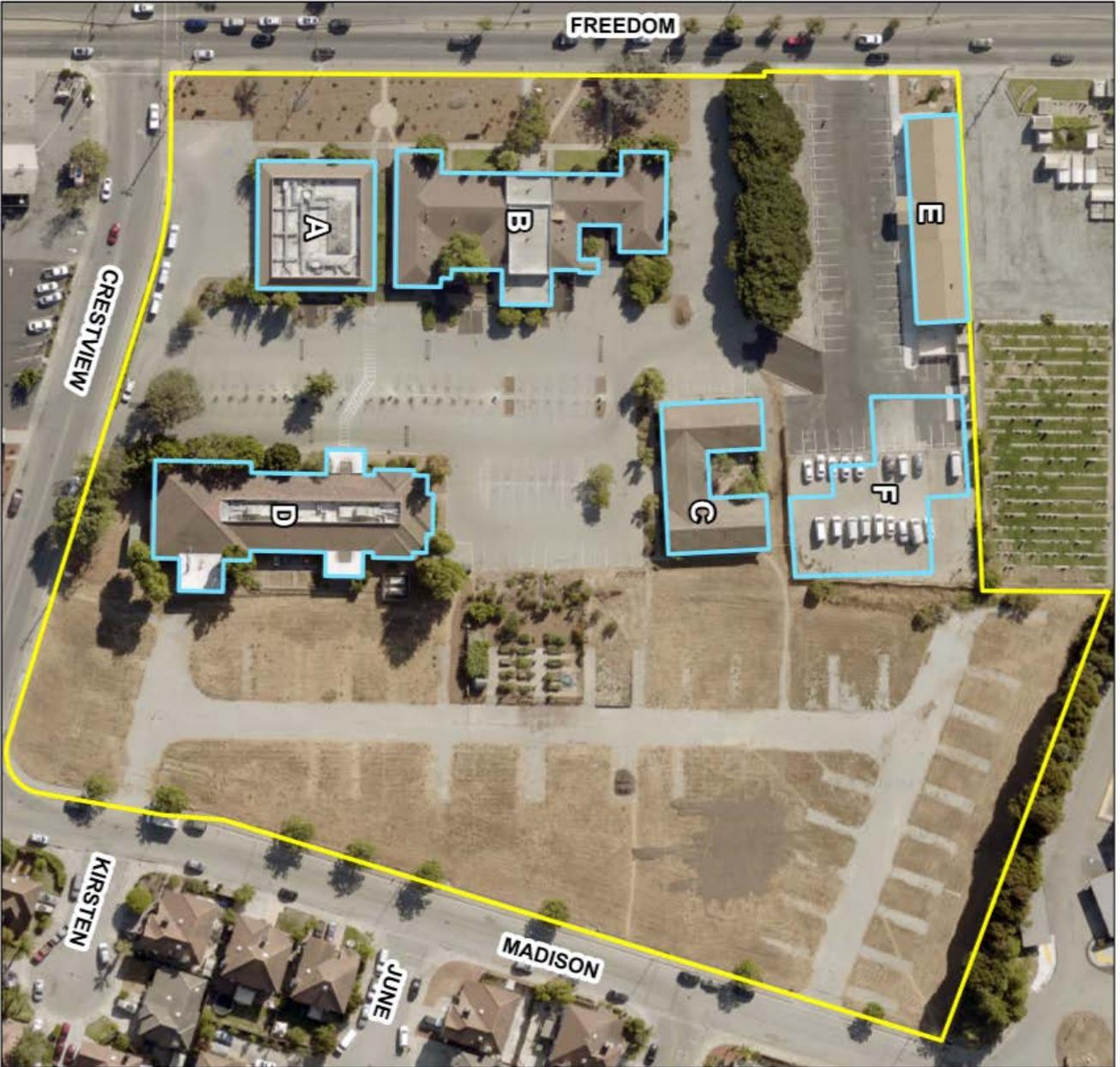
- Accessible location for South County
- Located on primary north-south corridor
- Regular bus service
- Parking at capacity
- Commercial & cemetery uses on 3 sides
- Residential neighborhood to the north and east
- Almost half of site is vacant
- Vacant land and untapped development capacity

- Watsonville Freedom Corridor plans calls for:
 - mixed-use (jobs & housing)
 - 2-4 story buildings
 - pedestrian-friendly streetscape

Legend

 County Parcel





Freedom Boulevard Campus

Total Parcel Area: 9.46 Acres
 Total Building Floor Area: 57,939 sf
 Total County Employees: 118
 Parking Spaces: 220
 Departments:
 - HSA
 - Probation
 - Agricultural Extension
 - Dientes

Suite A: HSA Mental Clinic	5,575 sf	Employees: 17
Suite B: HSA/Probation	14,200 sf	Employees: 39
Suite C: Agricultural Extension	4,512 sf	Employees: 0
Suite D: HSA Health Clinic	10,520 sf	Employees: 62
Suite E: Dientes Dental Clinic	5,300 sf	Employees: 0
Suite F: Under Construction	13,500 sf	Employees: 0

0 100 200 Feet

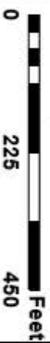


Emeline Campus

- Accessible location for North County
- Good highway access
- Hourly bus service
- Surrounded by residential neighborhoods
- Creek at eastern border
- About 2/3rds within the City of Santa Cruz and 1/3rd within the County of Santa Cruz
- Vacant land and untapped development capacity
- Poor campus wayfinding and hierarchy of spaces

Legend

-  County Parcels
-  Streams



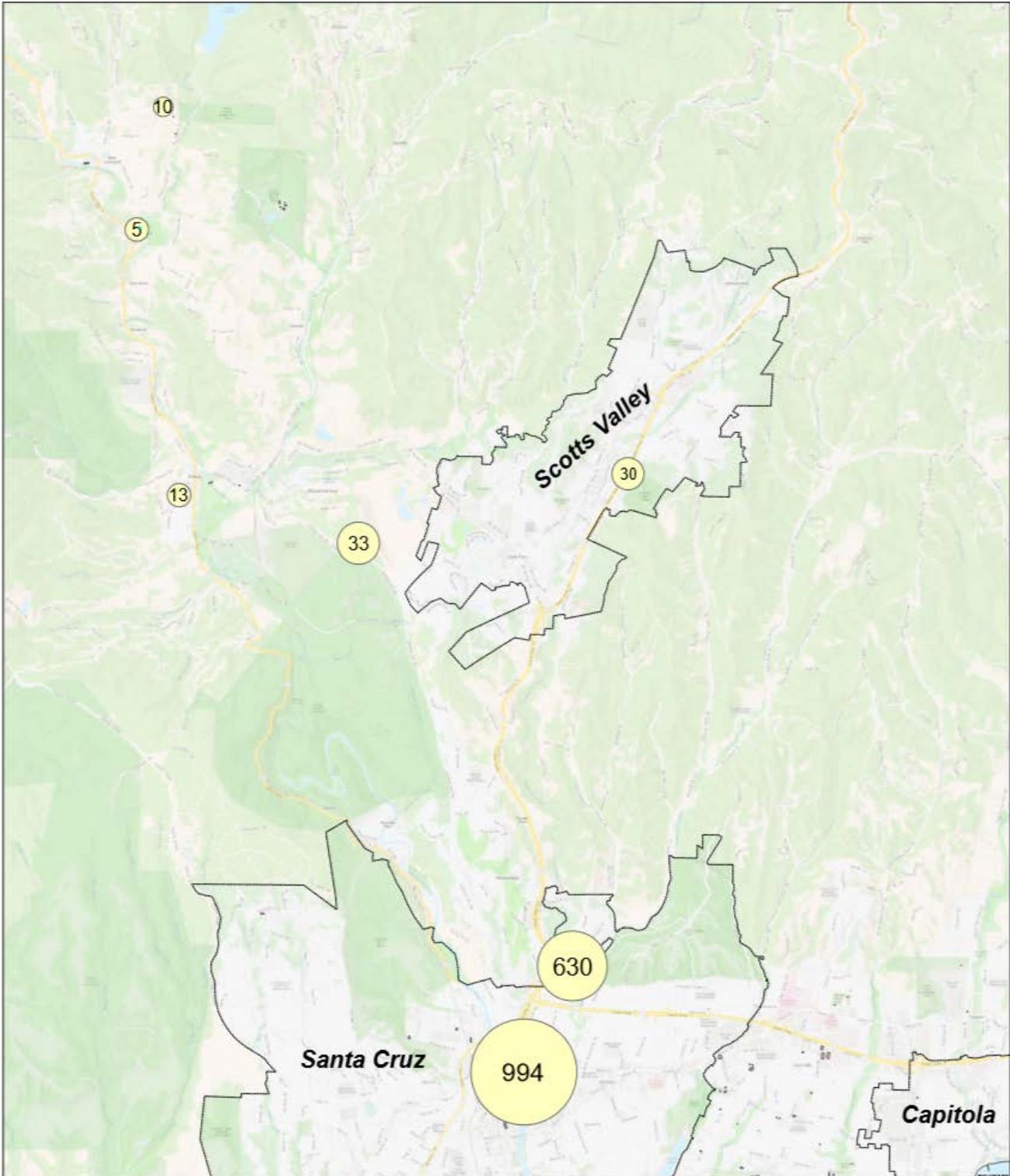
Public Works



Emeline Avenue Campus

Total Parcel Area: 28.28 Acres
Total Building Floor Area: 204,042 sf
Total County Employees: 630
Parking Spaces: 726
Departments:
 -HSD
 -HSA
 -GSD
 -PARKS

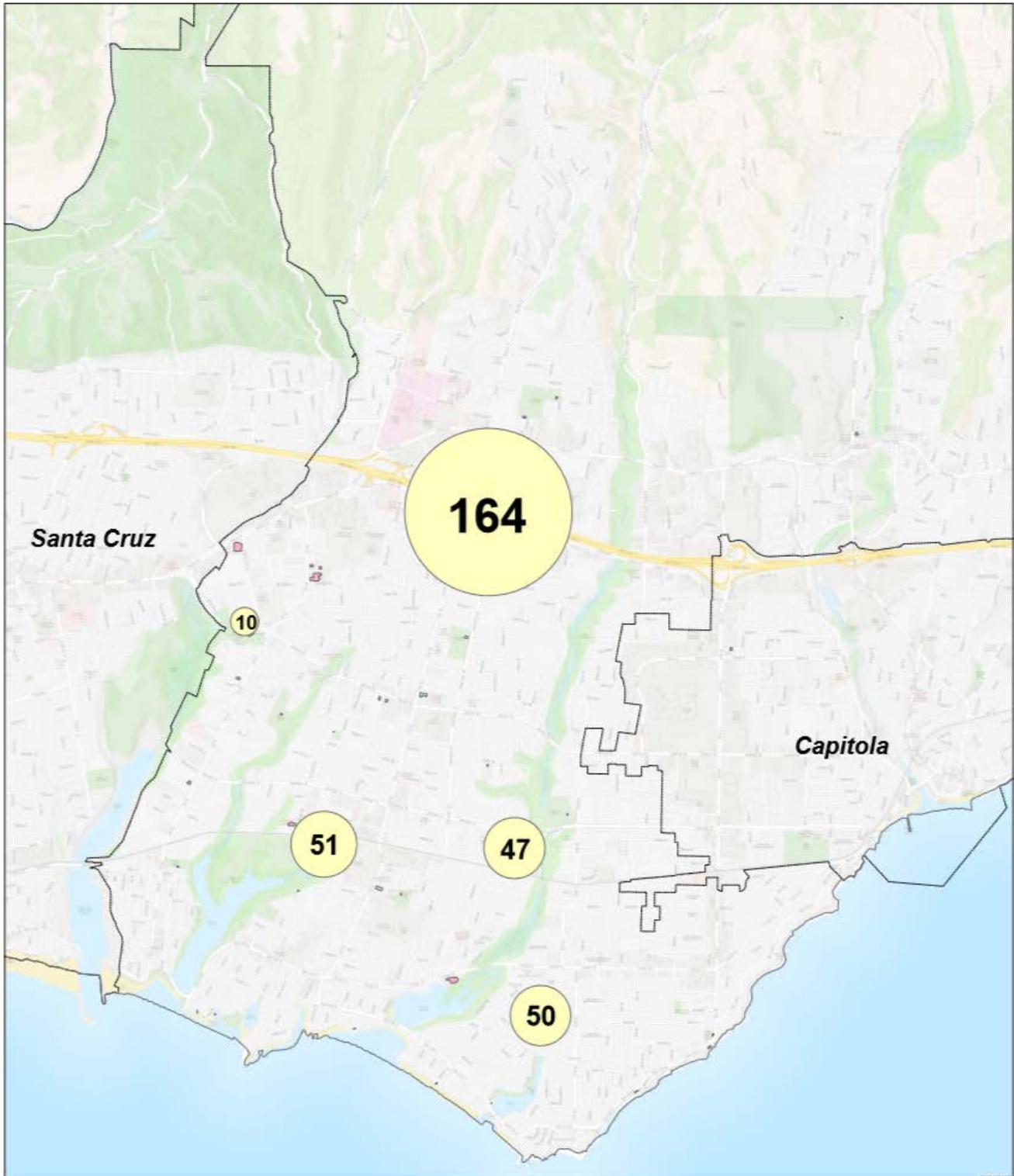
Building 1: HSD Administration	9,036 sf	Employees: 27
Building 2: HSD Shop	1,440 sf	Employees: 2
Building 3: HSA Offices	29,085 sf	Employees: 86
Building 4: Child-care	3,500 sf	Employees: 0
Building 5: HSA Health Clinic/Administration	35,000 sf	Employees: 129
Building 6: HSD Benefits Center	19,351 sf	Employees: 50
Building 7: HSA Offices	12,500 sf	Employees: 41
Building 8: HSD Shop	3,600 sf	Employees: 13
Building 9: Parks Shop	2,400 sf	Employees: 2
Building 10: GSD Shop	2,400 sf	Employees: 2
Building 11: GSD Warehouse	14,500 sf	Employees: 4
Building 12: HSD/HSA Offices	71,230 sf	Employees: 274



Total Employees - County of Santa Cruz - Northern Region

- 994: Government Center || Courts || Jail || Probation || Child Support Services
- 630: Emeline Campus
- 30: HSA Office
- 33: Juvenile Hall || Probation || Sherriffs Service Center
- 13: Felton Yard
- 05: Highlands Park
- 10: Ben Lomond Transfer Station

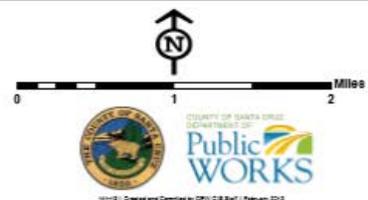
XX = Number of Employees

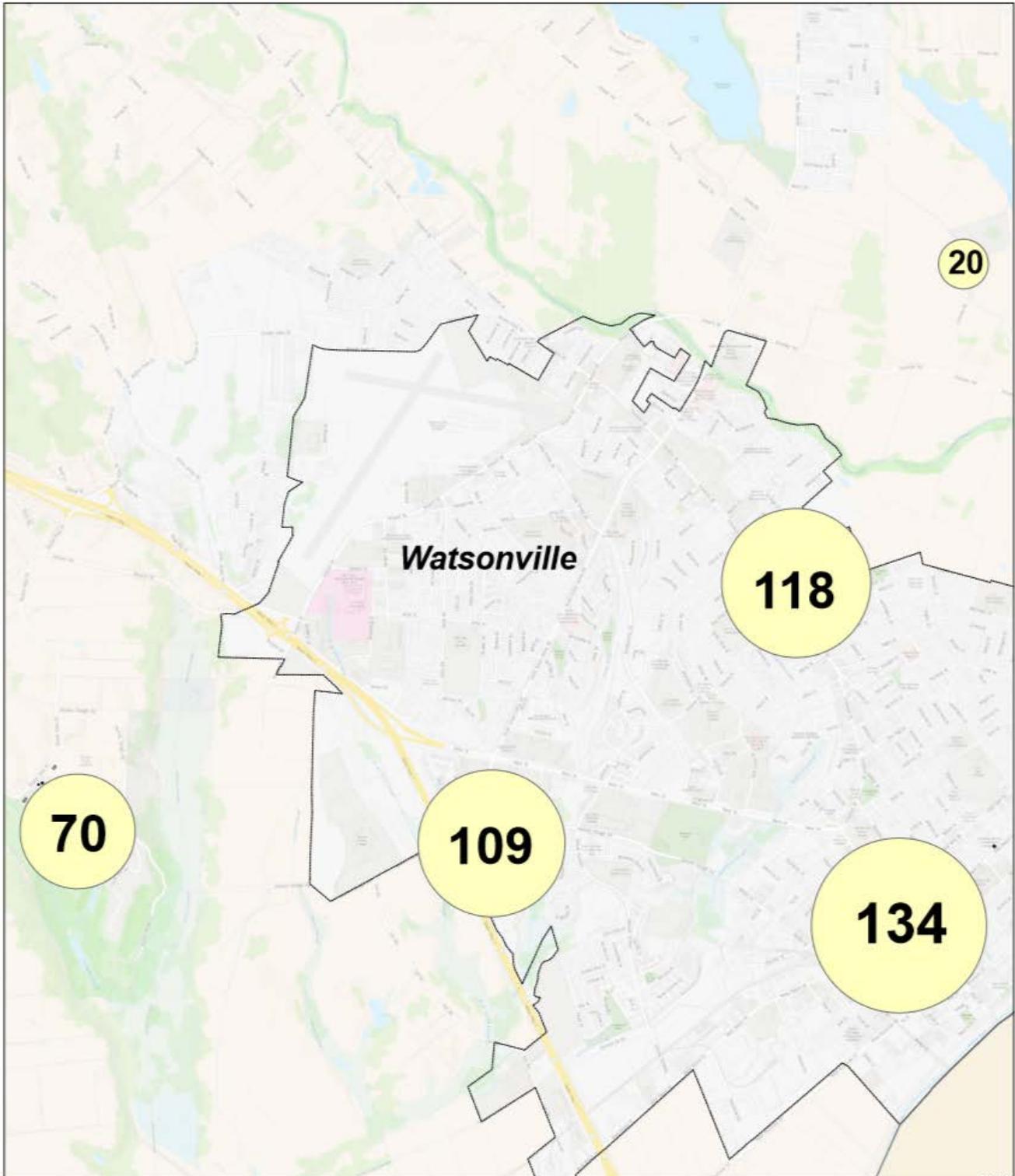


Total Employees - County of Santa Cruz - Middle Region

- 164: Sheriff || Coroner || Emergency Operations Center
- 51: Parks Headquarters || Simpkins Swim Center
- 10: Mosquito Abatement Vector Control
- 50: Wastewater Treatment Plant
- 47: Brommer Yard

XX = Number of Employees

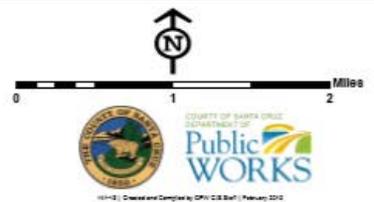




Total Employees - County of Santa Cruz - Southern Region

- 109: Agricultural Commissioner || Human Services Department
- 118: Health Clinic || Probation || Mental Health Clinic
- 70: Rountree Jail || Buena Vista Landfill
- 134: Human Services Department
- 20: Roy Wilson Yard

XX = Number of Employees



Attachment A2

Sample Independent Contractor Agreement

Attachment A2

Contract No. _____

INDEPENDENT CONTRACTOR AGREEMENT **(DESIGN PROFESSIONALS)**

This Contract, which is effective on the date it is fully executed, is between the COUNTY OF SANTA CRUZ, hereinafter called COUNTY, and (enter contractor name), hereinafter called CONTRACTOR. The parties agree as follows:

1. **DUTIES.** CONTRACTOR agrees to exercise special skill, in accordance with customary and ordinary professional practices and principles accepted in the industry, to accomplish the following results: (enter scope of work) for the County of Santa Cruz (enter department name) Department (hereinafter “the project”).

2. **COMPENSATION.** In consideration for CONTRACTOR accomplishing said result, COUNTY agrees to pay CONTRACTOR as follows: Payment not to exceed \$(enter amount of contract), processed for payment in full after project completion, receipt of invoice, and approval of project manager [OR] after receipt and project manager approval of monthly invoices based upon the amount of actual progress achieved during the preceding month.

3. **TERM.** The term of this Contract shall be: (first date of contract) through (last date of contract), or completion of the project, whichever is later.

4. **DESIGN DOCUMENTS.** All design documents prepared by CONTRACTOR shall comply with applicable laws, statutes, ordinances, codes, rules and regulations. Original design drawings and specifications are the property of CONTRACTOR; however, COUNTY shall be furnished with reproductions of drawings and specifications produced pursuant to this Contract. Reproductions shall be the property of the COUNTY, which may use them without CONTRACTOR’s permission for any purpose relating to the project, including construction of the work of improvement.

5. **SCHEDULE.** CONTRACTOR shall complete the project as expeditiously as is consistent with professional skill and care, and the prompt, orderly progress of the project. The total amount of compensation accounts for time necessary for review and revision of design drawings and specifications by COUNTY and other entities or authorities with jurisdiction over the project, if any, and no additional compensation shall be due for delays attributable thereto. No additional services or work made necessary, in whole or in part, by any fault or omission of CONTRACTOR to perform its duties, responsibilities or obligations under this Contract, shall be compensated as extra work.

6. **EARLY TERMINATION.** COUNTY may terminate this Contract at any time by giving thirty (30) days’ written notice to the CONTRACTOR. CONTRACTOR may terminate this Contract only for cause, after providing COUNTY thirty (30) days’ written notice and opportunity to cure, specifying in detail the cause for termination.

7. **INDEMNIFICATION FOR DAMAGES, TAXES AND CONTRIBUTIONS.**

To the fullest extent permitted by applicable law, CONTRACTOR shall exonerate, indemnify, defend, and hold harmless COUNTY (which for the purpose of paragraphs 7 and 8 shall include, without limitation, its officers, agents, employees and volunteers) from and against:

A. Any and all claims, demands, losses, damages, defense costs, or liability of any kind or nature which COUNTY may sustain or incur or which may be imposed upon it which arise out of, pertain to, or relate to CONTRACTOR'S negligence, recklessness, or willful misconduct under the terms of this Agreement. Such indemnification includes any damage to the person(s), or property(ies) of CONTRACTOR and third persons.

B. Any and all Federal, State, and Local taxes, charges, fees, or contributions required to be paid with respect to CONTRACTOR and CONTRACTOR'S officers, employees and agents engaged in the performance of this Contract (including, without limitation, unemployment insurance, social security and payroll tax withholding).

8. INSURANCE. CONTRACTOR, at its sole cost and expense, for the full term of this Contract (and any extensions thereof), shall obtain and maintain, at minimum, compliance with all of the following insurance coverage(s) and requirements. Such insurance coverage shall be primary coverage as respects COUNTY and any insurance or self-insurance maintained by COUNTY shall be considered in excess of CONTRACTOR'S insurance coverage and shall not contribute to it. If CONTRACTOR normally carries insurance in an amount greater than the minimum amount required by the COUNTY for this Contract, that greater amount shall become the minimum required amount of insurance for purposes of this Contract. Therefore, CONTRACTOR hereby acknowledges and agrees that any and all insurances carried by it shall be deemed liability coverage for any and all actions it performs in connection with this Contract. Insurance is to be obtained from insurers reasonably acceptable to the COUNTY.

If CONTRACTOR utilizes one or more subcontractors in the performance of this Contract, CONTRACTOR shall obtain and maintain Contractor's Protective Liability insurance as to each subcontractor or otherwise provide evidence of insurance coverage from each subcontractor equivalent to that required of CONTRACTOR in this Contract, unless CONTRACTOR and COUNTY both initial here ____ / ____.

A. Types of Insurance and Minimum Limits

(1) Workers' Compensation Insurance in the minimum statutorily required coverage amounts. This insurance coverage shall be required unless the CONTRACTOR has no employees and certifies to this fact by initialing here _____.

(2) Automobile Liability Insurance for each of CONTRACTOR'S vehicles used in the performance of this Contract, including owned, non-owned (e.g. owned by CONTRACTOR'S employees), leased or hired vehicles, in the minimum amount of \$500,000 combined single limit per occurrence for bodily injury and property damage. This insurance coverage is required unless the CONTRACTOR does not drive a vehicle in conjunction with any part of the performance of this Contract and CONTRACTOR and COUNTY both certify to this fact by initialing here ____ / ____.

(3) Comprehensive or Commercial General Liability Insurance coverage at least as broad as the most recent ISO form CG 00 01, with a minimum limit of \$1,000,000 per occurrence and \$2,000,000 aggregate, including coverage for: (a) products and completed operations; (b) bodily and personal injury, (c) broad form property damage, (d) contractual liability, and (e) cross-liability.

(4) Professional Liability Insurance in the minimum amount of \$ _____

combined single limit, if, and only if, this Subparagraph is initialed by CONTRACTOR and COUNTY ___/___.

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B. Other Insurance Provisions

(1) If any insurance coverage required in this Contract is provided on a “Claims Made” rather than “Occurrence” form, CONTRACTOR agrees that the retroactive date thereof shall be no later than the date first written above (in the first paragraph on page 1), and that it shall maintain the required coverage for a period of three (3) years after the expiration of this Contract (hereinafter “post Contract coverage”) and any extensions thereof. CONTRACTOR may maintain the required post Contract coverage by renewal or purchase of prior acts or tail coverage. This provision is contingent upon post Contract coverage being both available and reasonably affordable in relation to the coverage provided during the term of this Contract. For purposes of interpreting this requirement, a cost not exceeding 100% of the last annual policy premium during the term of this Contract in order to purchase prior acts or tail coverage for post Contract coverage shall be deemed to be reasonable.

(2) All policies of Comprehensive or Commercial General Liability Insurance shall be endorsed to cover the County of Santa Cruz, its officials, employees, agents and volunteers as additional insureds with respect to liability arising out of the work or operations and activities performed by or on behalf of CONTRACTOR, including materials, parts or equipment furnished in connection with such work or operations. Endorsements shall be at least as broad as ISO Form CG 20 10 11 85, or both CG 20 10 10 01 and CG 20 37 10 01, covering both ongoing operations and products and completed operations.

Should CONTRACTOR fail to obtain such an endorsement to any policy required hereunder, CONTRACTOR shall be responsible to provide at least thirty (30) days’ notice (10 days for nonpayment of premium) of cancellation of such policy to the COUNTY as a material term of this Contract.

(3) All required insurance policies shall be endorsed to contain the following clause: “This insurance shall not be canceled until after thirty (30) days’ (10 days for nonpayment of premium) prior written notice has been given to:

Santa Cruz County
[Enter Department Name]
Attn: [Enter Department Contact]
701 Ocean Street, [Enter Room number]
Santa Cruz, CA 95060

Should CONTRACTOR fail to obtain such an endorsement to any policy required hereunder, CONTRACTOR shall be responsible to provide at least thirty (30) days’ notice (10 days for nonpayment of premium) of cancellation of such policy to the COUNTY as a material term of this Contract.

(4) CONTRACTOR agrees to provide its insurance broker(s) with a full copy of these insurance provisions and provide COUNTY on or before the effective date of this Contract with Certificates of Insurance and endorsements for all required coverages. However, failure to obtain the required documents prior to the work beginning shall not waive the CONTRACTOR’s obligation to provide them. All Certificates of Insurance and endorsements shall be delivered or sent to:

Santa Cruz County
[Enter Department Name]

**Attn: [Enter Department Contact]
701 Ocean Street, [Enter Room number]
Santa Cruz, CA 95060**

(5) CONTRACTOR hereby grants to COUNTY a waiver of any right of subrogation which any insurer of said CONTRACTOR may acquire against the COUNTY by virtue of the payment of any loss under such insurance. CONTRACTOR 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 COUNTY has received a waiver of subrogation endorsement from the insurer.

9. EQUAL EMPLOYMENT OPPORTUNITY. During and in relation to the performance of this Contract, CONTRACTOR agrees as follows:

A. The CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, color, creed, religion, national origin, ancestry, physical or mental disability, medical condition (including cancer-related and genetic characteristics), marital status, sexual orientation, age (over 18), veteran status, gender, pregnancy, or any other non-merit factor unrelated to job duties. Such action shall include, but not be limited to, the following: recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, selection for training (including apprenticeship), employment, upgrading, demotion, or transfer. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notice setting forth the provisions of this non-discrimination clause.

B. If this Contract provides compensation in excess of \$50,000 to CONTRACTOR and if CONTRACTOR employs fifteen (15) or more employees, the following requirements shall apply:

(1) The CONTRACTOR shall, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to race, color, creed, religion, national origin, ancestry, physical or mental disability, medical condition (including cancer-related and genetic characteristics), marital status, sexual orientation, age (over 18), veteran status, gender, pregnancy, or any other non-merit factor unrelated to job duties. Such action shall include, but not be limited to, the following: recruitment; advertising, layoff or termination, rates of pay or other forms of compensation, selection for training (including apprenticeship), employment, upgrading, demotion, or transfer. In addition, the CONTRACTOR shall make a good faith effort to consider Minority/Women/Disabled Owned Business Enterprises in CONTRACTOR'S solicitation of goods and services. Definitions for Minority/Women/Disabled Owned Business Enterprises are available from the COUNTY General Services Purchasing Division.

(2) In the event of the CONTRACTOR'S non-compliance with the non-discrimination clauses of this Contract or with any of the said rules, regulations, or orders said CONTRACTOR may be declared ineligible for further contracts with the COUNTY.

(3) The CONTRACTOR shall cause the foregoing provisions of subparagraphs 9B(1) and 9B(2) to be inserted in all subcontracts for any work covered under this Contract by a subcontractor compensated more than \$50,000 and employing more than fifteen (15) employees, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

10. INDEPENDENT CONTRACTOR STATUS. CONTRACTOR and COUNTY have reviewed and considered the principal test and secondary factors below and agree that CONTRACTOR is an independent contractor and not an employee of COUNTY. CONTRACTOR is responsible for all insurance (workers' compensation, unemployment, etc.) and all payroll related taxes. CONTRACTOR is not entitled to any employee benefits. COUNTY agrees that CONTRACTOR shall have the right to control the manner and means of accomplishing the result contracted for herein.

PRINCIPAL TEST: The CONTRACTOR rather than COUNTY has the right to control the manner and means of accomplishing the result contracted for.

SECONDARY FACTORS: (a) The extent of control which, by agreement, COUNTY may exercise over the details of the work is slight rather than substantial; (b) CONTRACTOR is engaged in a distinct occupation or business; (c) In the locality, the work to be done by CONTRACTOR is usually done by a specialist without supervision, rather than under the direction of an employer; (d) The skill required in the particular occupation is substantial rather than slight; (e) The CONTRACTOR rather than the COUNTY supplies the instrumentalities, tools and work place; (f) The length of time for which CONTRACTOR is engaged is of limited duration rather than indefinite; (g) The method of payment of CONTRACTOR is by the job rather than by the time; (h) The work is part of a special or permissive activity, program, or project, rather than part of the regular business of COUNTY; (i) CONTRACTOR and COUNTY believe they are creating an independent contractor relationship rather than an employer-employee relationship; and (j) The COUNTY conducts public business.

It is recognized that it is not necessary that all secondary factors support creation of an independent contractor relationship, but rather that overall there are significant secondary factors that indicate that CONTRACTOR is an independent contractor.

By their signatures on this Contract, each of the undersigned certifies that it is his or her considered judgment that the CONTRACTOR engaged under this Contract is in fact an independent contractor.

11. NONASSIGNMENT. CONTRACTOR shall not assign the Contract without the prior written consent of the COUNTY.

12. ACKNOWLEDGMENT. CONTRACTOR shall acknowledge in all reports and literature that the Santa Cruz County Board of Supervisors has provided funding to the CONTRACTOR.

13. RETENTION AND AUDIT OF RECORDS. CONTRACTOR shall retain records pertinent to this Contract for a period of not less than five (5) years after final payment under this Contract or until a final audit report is accepted by COUNTY, whichever occurs first. CONTRACTOR hereby agrees to be subject to the examination and audit by the Santa Cruz County Auditor-Controller-Treasurer-Tax Collector, the Auditor General of the State of California, or the designee of either for a period of five (5) years after final payment under this Contract.

14. PRESENTATION OF CLAIMS. Presentation and processing of any or all claims arising out of or related to this Contract shall be made in accordance with the provisions contained in Chapter 1.05 of the Santa Cruz County Code, which by this reference is incorporated herein.

15. ATTACHMENTS. Should a conflict arise between the language in the body of this Contract and any attachment to this Contract, the language in the body of this Contract controls. This Contract includes the following attachments:

(enter attachments here)

16. LIVING WAGE. This Contract is covered under Living Wage provisions if this section is initialed by COUNTY_____.

If Item # 16 above is initialed by COUNTY, then this Contract is subject to the provisions of Santa Cruz County Code Chapter 2.122, which requires payment of a living wage to covered employees. Non-compliance during the term of the Contract with these Living Wage Provisions will be considered a material breach, and may result in termination of the Contract and/or pursuit of other legal or administrative remedies.

CONTRACTOR agrees to comply with Santa Cruz County Code section 2.122.140, if applicable.

17. NON-BINDING UNTIL APPROVED. Regardless of whether this Contract has been signed by all parties, if the total compensation identified in Paragraph 2 of this Contract is greater than \$35,000, this Contract is not binding on any party until the Contract has been approved by the Santa Cruz County Board of Supervisors.

18. MISCELLANEOUS. This written Contract, along with any attachments, is the full and complete integration of the parties' agreement forming the basis for this Contract. The parties agree that this written Contract supersedes any previous written or oral agreements between the parties, and any modifications to this Contract must be made in a written document signed by all parties. The unenforceability, invalidity or illegality of any provision(s) of this Contract shall not render the other provisions unenforceable, invalid or illegal. Waiver by any party of any portion of this Contract shall not constitute a waiver of any other portion thereof. Any arbitration, mediation, or litigation arising out of this Contract shall occur only in the County of Santa Cruz, notwithstanding the fact that one of the contracting parties may reside outside of the County of Santa Cruz. This Contract shall be governed by, and interpreted in accordance with, California law.

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SIGNATURE PAGE

Contract No. _____

INDEPENDENT CONTRACTOR AGREEMENT
(DESIGN PROFESSIONALS)

IN WITNESS WHEREOF, the parties hereto have set their hands the day and year first above written.

2. **(ENTER CONTRACTOR NAME)**

4. **COUNTY OF SANTA CRUZ**

By: _____
SIGNED

By: _____
SIGNED

PRINTED

PRINTED

Company Name: _____

Address: _____

Telephone: _____

Fax: _____

Email: _____

3. **APPROVED AS TO INSURANCE:**

1. **APPROVED AS TO FORM:**

Risk Management

Office of the County Counsel

DISTRIBUTION:

- [Enter Initiating Department Name]
- Auditor-Controller-Treasurer-Tax Collector
- Risk Management
- Contractor

Attachment A3

PROTESTS AND APPEALS PROCEDURES

1. Protests to the Director of Public Works

Any actual or prospective bidder, offerer or contractor who is allegedly aggrieved in connection with the solicitation or award of a contract, other than a bid protest, may protest to the Director of Public Works. The protest shall be submitted in writing to the Director of Public Works within five (5) working days after notification of the recommendation of award.

2. Decision of the Director of Public Works

The Director of Public Works shall issue a written decision within ten (10) working days after receipt of the protest. The decision shall:

- (a) State the reason for the action taken;
- (b) Inform the protestant that a request for further administrative appeal of an adverse decision must be submitted in writing to the Clerk of the Board of Supervisors within seven (7) working days after receipt of the decision made by the Director of Public Works. However, if the underlying protested award is not subject to approval by the Board of Supervisors (contracts for services for up to \$15,000), then the Director of Public Works' decision shall be final.

The Director of Public Works shall discuss with County Counsel all protests prior to issuing a written decision.

3. Protests and Appeals to the Board of Supervisors

(a) If permitted under Section 2(b) above, the decision of the Director of Public Works may be appealed to the Board of Supervisors.

(b) Any actual or prospective bidder, offerer or contractor who is allegedly aggrieved may protest a bid to the Board of Supervisors.

4. Time Limits for Filing Protests and Appeals to the Board of Supervisors

Protests and appeals to the Board of Supervisors must be filed no later than ten days after the date of the decision being protested or appealed. The County shall be considered an interested party. When the appeal period ends on a day when the County offices are not open to the public for business, the time limits shall be extended to the next full working day.

5. Content of Protest and Appeal; Stay of Award

Any appeal or protest shall be filed in writing with the Clerk of the Board of Supervisors and shall state, as appropriate, any of the following:

- A determination or interpretation is not in accord with the purpose of these procedures or County Code;
- There was an error or abuse of discretion;
- The record includes inaccurate information; or
- A decision is not supported by the record.

In the event of a timely appeal before the Board of Supervisors under this Section, the County shall not proceed further with the solicitation or with the award of the contract until the appeal is resolved, unless the County Administrative Officer, in consultation with County Counsel, the Director of Public Works, and the using department, makes a written determination that the award of the contract without delay is necessary to protect a substantial interest of the County.

6. Protest and Appeal Procedure

- (a) Hearing Date. A hearing before the Board shall be scheduled within thirty days of the County's receipt of a protest or appeal unless the protestor and County both consent to a later date.
- (b) Notice and Public Hearing. The hearing shall be a public hearing. Notice shall be mailed or delivered to the protestor not later than ten days before the scheduled hearing date.
- (c) Hearing. At the hearing, the Board shall review the record of the process or decision and hear oral explanations from the protestor and any other interested party.
- (d) Decision and Notice. After the hearing, the Board shall affirm, modify or revise the original decision. When a decision is modified or reversed, the Board shall state the specific reasons for modification or reversal. The Clerk of the Board of Supervisors shall mail notice of the Board decision. Such notice shall be mailed to the protestor within five working days after the date of the decision, and to any other party requesting such notice.
- (e) A decision by the Board shall become final on the date the decision is announced to the public.

Attachment A4

RESERVATIONS

County and the Santa Cruz County Department of Public Works reserves the right at its sole discretion to do any of the following at any time:

- A. Reject any or all responses or proposals, without indicating any reasons for such rejection;
- B. Waive or correct any minor or inadvertent defect, irregularity or technical error in any response or proposal, the RFQ, any related procedure, or any subsequent negotiation process;
- C. Terminate this RFQ and issue a new Request for Proposals anytime thereafter;
- D. Procure any materials or services specified in the RFQ by other means;
- E. Extend any or all deadlines specified in the RFQ, including deadlines for accepting RFQ submittals, by issuance of an Addendum at any time prior to the deadline to submit RFP responses;
- F. Disqualify, at the sole discretion of the County, any Respondent on the basis of any real or perceived conflict of interest or evidence of collusion that is disclosed by the RFQ response or by other data or means available to the County;
- G. Reject the response of any Respondent that is in breach of or in default under any other agreement with the County; and
- H. Reject any Respondent deemed by the County to be non-responsive, unreliable, unqualified, or who is believed to have submitted false information.