



## **Tannery Dance and Performance Building**

### **Request for Proposals For Architectural Services**



**This project is partially funded with Federal funds from the United States Department of Commerce, Economic Development Administration and is subject to federal laws and regulations associated with that program.**

**TANNERY DANCE AND PERFORMANCE BUILDING**  
**REQUEST FOR PROPOSALS**  
**FOR**  
**ARCHITECTURAL SERVICES**

The City of Santa Cruz (City) and the City of Santa Cruz Economic Development Department (City ED) is issuing this Request for Proposals (RFP) dated November 16, 2022 for an architect (Architect) to:

1. Prepare design development drawings necessary to obtain an Historical Alteration Permit and a Minor Modification to zoning permit 04-261; and
2. Prepare construction drawings and specifications necessary to obtain a building permit for the Tannery Dance and Performance Building ("Project"); and
3. Prepare bid documents for City to use in in a Project Bid Package as part of a public solicitation for competitive bids for the Project.

This RFP is organized into the following sections:

- A. Project Overview**
- B. Architect Scope of Services**
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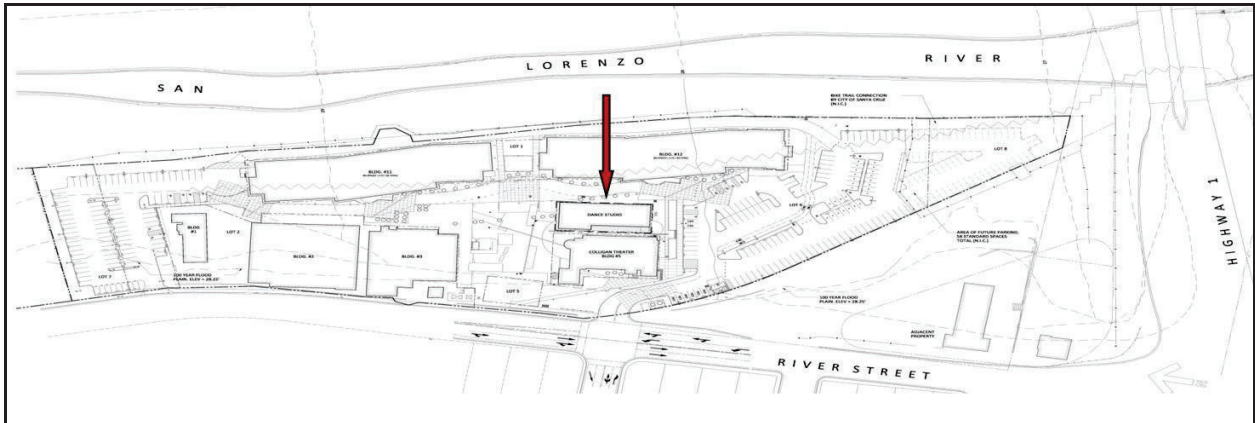
**A. Project Overview**

The Redevelopment Agency of the City of Santa Cruz, Artspace, Inc. and the Tannery Arts Center Inc. redeveloped the 8.3-acre site containing the historic Salz Tannery as an arts campus beginning in 2002. Located near Harvey West Park in Santa Cruz the site is less than 1.5 miles north of downtown along the western bank of the San Lorenzo River near the intersection of Highways 1 and 9.

The Tannery Arts Center opened in 2009 as a sustainable, accessible, and vibrant home for the arts in Santa Cruz County. The campus currently includes the Colligan Theater, the Radius Gallery, the Tannery World Dance and Cultural Center, the historic Kron House (offices of the Arts Council of Santa Cruz County), the Tannery Lofts (100 units of affordable housing), working art studios, and a café.

The Project will be located in the San Lorenzo River floodplain on an existing 6,678 sq.ft. construction-ready lot between the Colligan Theater and the Tannery Lofts. Access roads and utility services are in place adjacent to the site. The building will be steel-framed single story with

approximately 5,800 sq.ft. of space. The interior of the building will consist of two dance studios, restrooms, an office, and an entrance lobby.



*Location of the Dance and Performance Building on the Tannery Arts Center campus.*

The City's key objectives for the Project are that the Architect deliver a comprehensive and complete design for the Project able to be permitted and built within the established construction budget and within the timeline established by the Project Schedule included herein.

## **B. Architect Scope of Services**

### **1. Design Development Drawings**

- a. Architect shall review design drawings previously prepared and submitted to the City of Santa Cruz Planning and Community Development Department (City Planning) as application CP21-0080 for a Historical Alteration Permit and a Minor Modification to zoning permit 04-261. See Exhibit A attached.
- b. Changes to the initial design of the Project have been identified requiring new design development drawings (Design Development Drawings) for application CP21-0080. See Proposed Revisions to Building Footprint and Proposed Interior Changes attached as Exhibit B.
- c. Design Development Drawings Deliverables

Architect's work under this section shall include all necessary drawings, details, and information necessary to reflect the changes to the initial design and required to obtain a City Planning-required Historic Alteration Permit and a Minor Modification to zoning permit 04-261. Architect will prepare and submit to City ED for review and approval Design Development Drawings consisting at a minimum of the following:

- (1) Cover Sheet - provide updated Project description and information.
- (2) Conceptual Renderings - provide updated renderings.
- (3) Exiting Plan - show revised building footprint, relocation of interior spaces, exiting requirements, and provide all information required by the changes to the Project design.
- (4) Site Cap Plan - show revised building footprint and provide all information required by the changes to the Project design.

- (5) Master Site and Parking Plan - show revised building footprint, provide all information required by the changes to the Project design, and address requirements set forth in the City Planning design permit review letter dated October 4, 2021 attached as Exhibit C.
- (6) Proposed Site Plan - show revised building footprint and provide all information required by the changes to the Project design.
- (7) Ground Level Plan - show revised building footprint, relocation of the interior spaces, and provide all information required by the changes to the Project design.
- (8) Equipment Platform Plan - show revised location of platform and provide all information required by the changes to the Project design.
- (9) Building Sections - show revised sections and provide all information required by changes to the Project design.
- (10) Stormwater Control - address/respond to specific City Planning stormwater management review comments on pertinent plan sheets. See the design permit review letter dated October 4, 2021 attached as Exhibit C.

Upon delivery to City ED and obtaining City ED's approval of the Design Development Drawings, Architect will submit the Design Development Drawings to City Planning as a supplement to application CP21-0080.

Architect shall respond to comments received from City Planning during the design permit review process and prepare and submit revisions to the Design Development Drawings as necessary to City Planning.

Architect shall attend all meetings in support of the application for the Historic Alteration Permit and Minor Modification including but not limited to meetings with the tenant, City ED staff, and to presenting the Design Development Drawings to the Historical Preservation Committee.

Design Development Drawings shall be delivered to City ED in CAD and .pdf formats and two (2) print copies in 11"x17" format. Design Development Drawings shall be submitted to City Planning in .pdf or other City Planning-required formats.

## **2. Construction Drawings**

- a. Architect shall comply with and use standards developed by American Consulting Engineers Council (ACEC), American Society of Civil Engineers (ASCE), National Society of Professional Engineers (NSPE), and the American Institute of Architects (AIA).
- b. Following delivery to City ED by Architect and City ED approval of the Design Development Drawings, and issuance of the City Planning-required Historic Alteration Permit and a Minor Modification to an existing zoning permit by City Planning, Architect shall prepare detailed construction drawings (Construction Drawings) and performance and material specifications (Project Specifications) suitable for public competitive bidding of the Project and for obtaining a building permit from the City of Santa Cruz Planning and Community Development Department Building and Safety Division (City Building).
- c. The Construction Drawings will depict a building able to be constructed using known techniques with readily available labor, materials and equipment and is designed to



90% of City Project budget to allow for sufficient design/construction contingencies. The Construction Drawings shall include, at a minimum, all architectural, civil and structural engineering, grading, structural, fire safety, stormwater control, parking management, mechanical, electrical, and plumbing systems, traffic control measures, construction details, landscaping details, and all other elements or drawings required to obtain a building permit from City Building.

- d. Architect shall meet with City ED and the prospective tenant of the Project as many times as necessary to identify, discuss, finalize and include all tenant-desired improvements to the Project in the Construction Drawings and Project Specifications.
- e. Construction Drawings Deliverables. Architect shall prepare and submit to City ED for approval Construction Drawings consisting at a minimum of the following:
  - (1) Cover Sheet with Drawing Index, Notes, Project Data, Code Compliance, Schedules (furniture, fixture, and equipment (FFE), door, window, hardware etc.)
  - (2) Site Plan (including parking plan/layout)
  - (3) Civil Engineering Plan
  - (4) Grading/Foundation Plan
  - (5) Site Utilities Plan
  - (6) Structural Plan and Details
  - (7) Mechanical, Electrical, and Plumbing (MEP) Plans and Details (including interior and exterior lighting plan and telecom/internet wiring plan)
  - (8) Fire Alarm and Suppression Plan and Details.
  - (9) Building Sections
  - (10) Building Elevations
  - (11) Landscape Plan
  - (12) Floor Plan
  - (13) Construction Details
  - (14) Stormwater/Waterproofing Details
  - (15) Flood Protection Plan and Details
  - (16) Interior Design Plans, Elevations, and Resilient Floor Details
  - (17) Interior Finish Plans
  - (18) Interior Finish Selections
  - (19) Sound Attenuation Details
  - (20) Americans With Disabilities Act (ADA) Compliance Details
  - (21) Construction Best Management Practices including but not limited to compliance with City ED's stormwater control requirements.
  - (22) Mitigation measures outlined in the Salz Tannery Final Environmental Impact Report dated 2005 and the Project's Environmental Narrative dated 2021 attached as Exhibit D.

Construction Drawings shall be delivered to City ED in CAD and .pdf formats and two (2) print copies in 11"x17" format.

- f. Upon receiving City ED approval of the Construction Drawings, Architect shall make application for a building permit and submit the Construction Drawings to City Building for a building permit in a .pdf or other City Building-required formats.
- g. Architect shall be responsible for providing all Construction Drawings not specifically mentioned above and shall provide revisions to Construction Drawings in response to comments/requirements received from City Building during the building permit review

process. City Planning has provided preliminary comments applicable to the final Construction Drawings as part of the design permit review process; those comments are attached as Exhibit E.

- h. Architect is responsible for the procurement of all plan approvals and obtaining all building permits from City Building.
- i. Architect will verify that the Construction Drawings are in complete conformance with all applicable rules, regulations, codes, orders, and laws applicable to or affecting the Project, including those of the City Planning, City Building, County, State or other reviewing authority.

**3. Project Specifications.** Architect shall prepare and submit to City ED for approval prescriptive Project Specifications for use by City ED in a public solicitation for competitive bids for the Project.

a. Project Specifications Deliverables. Project Specifications shall:

- (1) Be provided in the Construction Specifications Institute (CSI) division format.
- (2) Sufficiently describe the quality and quantity of the scope of work, the products to be used, requirements applicable to contractors' performance of the work, and codes applicable to the construction of the Project
- (3) Include product submittal sheets, material safety data sheets (MSDS), and other information required for the successful completion of the Project.
- (4) Include mitigation measures outlined in the Salz Tannery Final Environmental Impact Report dated 2005 and the Project's Environmental Narrative dated 2021. See Exhibit D attached.

Project Specifications shall be delivered to City ED in .doc and .pdf format and two (2) print copies in 8.5"x11" format.

**4. As-Built Drawings and Annotated Project Specifications**

- a. Architect shall, as set forth in Architect's Construction Drawings, require Contractor to carefully and accurately illustrate, locate, dimension, note or otherwise describe on one full-size set of drawings (As-Built Drawings) and specifications (Annotated Project Specifications) all deviations, corrections, deletions, additions, enhancements, expansions and/or clarifications of, from, or to the work initially prescribed or shown in the Construction Drawings and Project Specifications.

Not as a limitation on the foregoing, the As-Built Drawings and the Annotated Project Specifications must illustrate and/or specify all changes ordered pursuant to Architect directives, change orders, and authorized substitutions of specified items.

As a condition to certification of final completion, Architect shall require Contractor to provide Contractor's As-Built Drawings and Annotated Project Specifications, together with all additional information requested by the Architect to enable the Architect to prepare a set of final, reproducible As-Built drawings and Annotated Project Specifications for delivery to City ED.

- b. As-Built Drawings and Annotated Project Specifications Deliverables. Architect shall prepare and submit a set of final, reproducible, As-Built Drawings and Annotated Project Specifications to City ED.

As-Built Drawings and Annotated Project Specifications shall be delivered to City ED in CAD and .pdf formats and two (2) print copies in 11"x17" (As-Built Drawings) and 8.5"x11" (Annotated Project Specifications) format.

**5. Bid documents.** Architect shall provide the following documents, in a form acceptable to City ED, to City ED for use in soliciting competitive bids for the Project.

- a. Permitted set of Construction Drawings;
- b. Project Specifications;
- c. Bid Sheet based on CSI format;
- d. Architect's General Conditions; and
- e. Other documents reasonably determined by City ED as necessary to provide a complete bid package.

**6. Construction Support and Project Administration/Management**

- a. **Authority.** Architect will be a representative of City during the Construction Support and Project Administration/Management phase and will advise and consult with City. Architect will have authority to act on behalf of City only to the extent herein and the agreement between City and Architect for Architect's services. The extent of the duties, responsibilities, and limitations of authority of Architect as City's representative during construction will not be modified without written consent of City and Architect. Architect's Construction Support and Project Administration/Management duties, responsibilities, and limitations of authority will not be restricted, modified, or extended without the written consent of City and Architect. Consistent with the foregoing, prior to direction being given by Architect to any contractor or vendor, Architect will first advise City of its intended advice, opinions and directions and obtain City's prior approval.
- b. **Compliance with EDA Requirements for Architect Contracts.** In accordance with EDA requirements Architect shall:
  - (1) Attend the pre-bid meeting;
  - (2) Attend the bid opening for the construction of the Project;
  - (3) Prepare and submit a tabulation of bids received;
  - (4) Review and approve bidders' qualifications;
  - (v) Recommend award of contract based upon City's criteria set forth herein;
  - (6) Attend preconstruction conference;
  - (7) Assume responsibility for design defects;
  - (8) Provide on a quarterly basis beginning with the effective date of the Professional Services Agreement between the City of Santa Cruz (City) and Architect a report covering the general progress of the Project and describing any problems or factors contributing to any delay and mitigating steps taken; and
  - (9) Supervise any required subsurface explorations such as borings and soil tests to determine amounts of excavation or foundation conditions.

- c. **Bidding Services.** Architect shall provide the following services to City during the Bidding Phase of the Project including, but not necessarily limited to, the following:
- (1) Interpretation of the Construction Drawings and Project Specifications as may be requested by City or bidding contractors.
  - (2) Preparation of addenda during the bidding period as may be required.
- d. **Project Supervision/Inspection.** During the construction of the Project Architect shall:
- (1) Project Services. Provide all services necessary for the successful execution of the Project including supervision of the contractor during the Project.
  - (2) Site Visits. Visit the Project site at intervals appropriate to the stage of construction to become familiar with the progress, acceptability, and quality of the Project work and to determine if the Project work is proceeding in accordance with the Construction Drawings and Project Specifications, with Architect performing at least one site visit per week. On the basis of such site visits Architect shall keep City informed of the progress, acceptability, and quality of the Project work, and will endeavor to guard City against defects and deficiencies in the Project work. Architect shall at all times have access to the Project work in preparation or progress. Architect or its consultants will review, stamp, and sign in a timely manner all documents requiring approval or for which Architect or its consultants are responsible. Architect will not have control over, or charge of, and will not be responsible for construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the Project work, unless expressly specified in the Construction Drawings and Project Specifications by Architect or its consultants.
  - (3) Site Observation Reports. Prepare site observation reports within five (5) business days subsequent to a site visit, or sooner if such information to be transmitted is of substantial and immediate importance. Architect will issue reports to City related to deficiencies, errors, non-adherence to schedules, disagreements with pricing or time requests on change orders, and other items of importance that Architect observes during construction.
  - (4) Interpretations. Architect will interpret the requirements of the Construction Drawings and Project Specifications in writing and shall convey such determination to City upon request of City. Architect will render interpretations necessary for the proper execution or progress of the Project work with reasonable promptness. Architect will render written decisions, within a reasonable time, on all claims, disputes and other matters in question between City and the contractor relating to the execution of the Project work or the interpretation of the Construction Drawings and Project Specifications. Architect's response to such request will be made within five (5) business days. Interpretations and decisions of Architect must be consistent with the intent of and reasonably inferable from the Construction Drawings and Project Specifications and must be in writing or in graphic form.
  - (5) Review Submittals. Architect and its consultants will review and approve or take other appropriate action within five (5) business days after Architect's receipt of a submittal (e.g., shop drawings, product data and samples) for the purpose of checking for general conformance with information given and the design concept expressed in the Construction Drawings and Project Specifications to determine whether or not the Project work will be in general

compliance with the requirements of the Construction Drawings and Project Specifications. Architect's actions will be taken in accordance with the time frame specified above in this section so as to not cause delay in the Project work or the construction of the Project, while allowing sufficient time in Architect's professional judgment to permit adequate review. Architect's review will not constitute approval of safety precautions or, unless otherwise specifically stated by Architect, of construction means, methods, techniques, sequences, or procedures. Architect's review of a specific item will not indicate an approval of an assembly in which the item is a component. When professional certification of performance characteristics of materials, systems, or equipment is required by the Construction Drawings and Project Specifications, Architect will be entitled to rely upon such certification to establish that the materials, systems, or equipment will meet the performance criteria required by the Construction Drawings and Project Specifications. If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of the City by the Construction Drawings and Project Specifications, then Architect will specify appropriate performance and design criteria that such services must satisfy. Shop Drawings and other submittals related to the Project work designed or certified by a design professional will bear such professional's written approval when submitted to the Architect. Architect will be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications or approvals performed by such design professionals.

- (6) Requests for Information (RFI). Architect will provide assistance to City as required to explain or interpret the Construction Drawings, Project Specifications, and RFIs. Architect will answer all requests for information, in writing, generated by the City or contractor within five (5) business days of receipt of such requests for information unless additional reasonable time is necessary in which case Architect shall notify the City.
- (7) Changes. Architect will review all change orders for City's approval and execution in accordance with the Construction Drawings and Project Specifications. Architect will respond to all requests for construction change orders within five (5) business days. Architect will review all change orders resulting from ambiguities, conflicts, errors, or omissions in the Construction Drawings and Project Specifications, as well as all Change Order reviews for matters not in any way related to deficiencies in the Construction Drawings and Project Specifications. Architect will review submitted change order and render an opinion as to the inclusion or omission from the scope of work covered in the Construction Drawings and Project Specifications and as to the validity and reasonableness of the change order cost estimates.
- (8) Reject Work. Architect will report to City within five (5) business days or sooner if required by safety or schedule concerns any work that Architect knows or suspects does not conform to the Construction Drawings and Project Specifications. Architect will have the authority to recommend to the City to reject work that does not conform to the Construction Drawings and Project Specifications; however, the decision to reject shall be the sole responsibility of the City. Whenever Architect considers it necessary or advisable for implementation of the intent of the Construction Drawings and Project Specifications, Architect will have the responsibility and authority to require additional inspection or testing of the Project work in accordance with the provisions of the Construction Drawings and Project Specifications, whether or not such work is fabricated, installed or completed; provided, however, that



Architect must obtain City's prior written approval of any such special inspection or testing. This authority, however, will not give rise to a duty or responsibility of Architect to contractor, its subcontractors and their sub-subcontractors, material and equipment suppliers, agents or employees or other persons performing portions of the Project work.

- (9) Payment Requests. Architect will review and approve within five (5) business days contractor applications for payment during the course of Project work and based on Architect's observations at the site and an evaluation of the payment request. Architect's approval of a payment request will constitute a representation by Architect to City that, based on Architect's observations at the site as provided in the payment request that (1) the Work has progressed to the point indicated; (2) to the best of Architect's knowledge, information, and belief, the quality of Project work is in accordance with the Construction Drawings and Project Specifications (subject to an evaluation of the Project work for conformance with the Construction Drawings and Project Specifications upon Substantial Completion, to the results of any subsequent test required by or performed under the Construction Drawings and Project Specifications, to minor deviations from the Construction Drawings and Project Specifications correctable prior to completion, and to any qualifications stated in the payment request); and (3) the contractor is entitled to payment in the amount certified.
- (10) Substantial Completion. Architect shall conduct observations throughout construction of the Project to determine the date of Substantial Completion and the date of Final Completion and will issue a Certificate of Substantial Completion in the current form of AIA G704. Architect shall give notice in writing to City at least thirty (30) days prior to the date upon which Architect anticipates the Project shall be Substantially Complete. During the fifteen (15) business day period after the delivery of the Certificate of Substantial Completion, City and Architect shall meet on one or more occasions, if necessary, and tour to inspect and review the Project, as applicable, to determine whether it is Substantially Complete. "Substantial Completion" means the time at which the Project work (or a specified part thereof) has progressed to the point where, in the opinion of City and Architect, the Project work (or a specified part thereof) is sufficiently complete, in general accordance with the Construction Drawings and Project Specifications, so that the Project work (or a specified part thereof) can be utilized for its intended use. In order for the Project to achieve Substantial Completion, the Project must have been inspected by a "Certified Access Specialist" and such inspection has determined that all applicable construction-related accessibility standards under California Civil Code Section 55.53 have been met (or that any Project work required to meet such standards will be included in the Punch List if the required Project work does not preclude occupancy; if the Project work necessary to meet Civil Code section 55.53 does not preclude occupancy, then it will not preclude Substantial Completion). The terms "substantially complete" and "substantially completed" as applied to all or part of the Project work refer to Substantial Completion thereof. Substantial Completion will be the date that a Certificate of Substantial Completion is issued as set forth above for the Project or a particular phase or building within a phase. Architect will provide time as needed for punch lists, walkthroughs, and Project close-out. Architect will provide written reports to City of Architect's observations. Promptly after issuing the Certificate of Substantial Completion but in no event exceeding three (3) business days, City and Architect shall participate in a job site walk of

the Project to determine the status of completion. If City does not consider the Project substantially complete or City objects to Architect's Punch List, then City must notify Architect in writing within five (5) business days of the job site walk giving all of City's specific reasons that the Project is not substantially complete or the Punch List is inaccurate; if City does not provide written notice within such time, then City will be deemed to have no objection.

- (11) Punch List. Upon Substantial Completion of the Project, Architect shall prepare and submit to City and contractor a Punch List to assure the Project work is completed as documented in the Construction Drawings and Project Specifications. Upon completion by contractor of items noted on the Punch List, Architect shall reinspect items noted on the Punch List to determine the state of correction. Architect shall issue a revised Punch List if necessary, noting additional corrective steps to be taken, and reinspect again to determine the state of correction.
  - (12) Certificate of Occupancy. Architect shall assist City in obtaining the temporary and final Certificates of Occupancy for the Project, and, if required, will sign such and forward the original to City.
  - (13) Final Completion. When the Project has achieved Final Completion (all punch list items performed), Architect shall issue its "Certificate of Final Completion" and the certificate of any other consultant or engineer under Architect.
  - (14) Representations and Warranties. Upon Substantial Completion of the Project, Architect shall represent and warrant to City in writing the items set forth in (1)-(6) below.
    - (1) To the knowledge of Architect, the Project has been completed in substantial accordance with the Construction Drawings and Project Specifications and is free from defects in workmanship and materials in connection with the construction thereof.
    - (2) Architect has no knowledge of any structural defects, latent defects or building systems defects within the Project.
    - (3) To the knowledge of Architect, the Project has been constructed in accordance with all Requirements of Law, all permits, and all insurance laws, regulations and requirements in effect at the time of construction of the Project.
    - (4) The Project is served by water, storm and sanitary sewage facilities, fiber optics, telephone, electricity, fire protection and other required public utilities adequate to serve the Project at the time of Substantial Completion of the Project.
    - (5) The Project does not encroach onto adjoining land or onto any easements and there are no encroachments of improvements from adjoining land onto the Building Land. The location of the Project does not violate any applicable setback requirements.
    - (6) To the best of Architect's knowledge, after due and diligent inquiry, all permits necessary for the construction, use and occupancy of the Project have been obtained and are in full force and effect.
- e. **Post-Construction Services.** For a period of one year after Architect's issuance of a Certificate of Final Completion and the final Certificate of Occupancy is issued by City's Planning and Community Development Building and Safety Division, whichever is later, Architect will respond to City's written notifications of errors, omissions, defects, or faults in design or implementation of the Project work. Architect will be available for efforts to determine the cause of and to determine the best remedy for such errors, omissions, defects, or faults in the design or

construction. If such errors, defects, omissions, or faults in design are not found to be due to the fault of the Architect or any of its consultants, then Architect will be compensated for its time for such efforts as an additional service based upon an hourly rate as set forth in Architect's Fee Proposal.

- f. **FTP Site.** Architect shall establish and maintain during the Project a File Transfer Protocol (FTP) site (or other similar document management site) for the Project, which will host the Design Development Drawings, Construction Drawings and Project Specifications, addenda, RFIs, submittals and all documents necessary for the design, construction, and management of the Project. All deliverables will be available electronically on Architect's FTP site.

**7. Construction Cost Estimate.** Architect shall provide a preliminary construction cost estimate, utilizing the Construction Specifications Institute (CSI) division format., indicating in detail the anticipated cost of the Project's construction.

## 8. Meetings

- a. **Historic Preservation Committee.** Architect shall attend the City's Historic Preservation Commission hearing to present the development design in support of City's application for a Historic Alteration Permit.
- b. **City Departments.** Architect shall attend all meetings with City for reviews and presentations during each phase of the Project, including informal and unscheduled meetings required to properly coordinate Architect's services with that of other consultants, engineers, and contractors, and to communicate with City during each phase of service. Architect is responsible for preparing meeting minutes. Architect will participate in periodic meetings with City staff as needed or requested to present periodic Project updates and assist in securing required approvals.
- c. **Tenant.** Architect shall meet with the prospective tenant of the Project as many times as necessary to identify, discuss, finalize and include all tenant-desired improvements to the Project in the Design Development Drawings, Construction Drawings and Project Specifications.

## C. Project Schedule *(anticipated)*

RFP Issued.....	Nov. 16, 2022
RFP Due.....	Dec. 15, 2022
Selection of Architect.....	Dec. 29, 2022
City Council Approval of City/Architect Professional Services Agreement..	Jan. 29, 2023
Execution of City/Architect Professional Services Agreement.....	Jan. 30, 2023
EDA Review and Approval of Professional Services Agreement .....	Feb. 7, 2023
Notice to Proceed to Architect .....	Feb. 8, 2023
Design Development Drawings Complete.....	Mar. 22, 2023
Historical Alteration Permit and Minor Modification Issued .....	Apr. 22, 2023
Construction Drawings Complete .....	June 22, 2023
Submittal for Building Permit.....	June 25, 2023
Building Permit Issuance.....	Aug. 25, 2023
City Council Approval of Plans, Specifications and Authorize to Bid .....	Sept. 15, 2023
Submission of Project Bid Package to EDA for Approval .....	Sept. 15, 2023
EDA Approval of Bid Package and Notice to Proceed to City.....	Sept. 30, 2023

Notice Inviting Sealed Bids .....	Oct. 15, 2023
Pre-Bid Site Inspection.....	Oct. 30, 2023
Bids Due .....	Nov. 30, 2023
Contract Award.....	Dec. 7, 2023
City/Contractor Contract Execution .....	Dec. 7, 2023
City/Contractor Contract to EDA for Approval .....	Dec. 8, 2023
EDA Approval and Notice to Proceed to City .....	Dec. 15, 2023
Preconstruction Conference and Notice to Proceed .....	Jan. 5, 2024
Start of Construction.....	Jan. 15, 2024
Substantial Completion .....	June 15, 2025
Final Completion .....	June 30, 2025
Certificate of Occupancy .....	July 1, 2025

#### **D. Minimum Qualifications for RFP Submittal**

Architects responding to this RFP must:

1. Have a minimum of five (5) recent years of experience performing similar services as those detailed in the Architect Scope of Services section of this RFP.
2. Hold a current and active license in good standing with the California Architects Board.
3. Have knowledge of public bid process and development of a public bid scope of work.
4. Have access to any consultants (i.e., civil/structural engineers etc.) required to complete the Architect Scope of Services.

Architects who fail to meet the minimum qualifications set forth above should not submit a proposal; any such proposal shall be deemed non-responsive and may not be considered.

#### **E. Organization of RFP Submittal**

RFP submittals shall be submitted utilizing the following format and headings shown below.

Submittals shall include, at a minimum, all the items below. Failure to do so may result in the submittal being deemed non-responsive.

##### **1. Architect Qualifications, Employees, and Consultants**

- a. Legal name of Architect that will contract with City, including the state of incorporation if applicable.
- b. Address, phone number, and email address.
- c. Number of years Architect has been doing business.
- d. Names and titles/positions of principals or officers authorized to bind Architect.
- e. Copy of current and active license in good standing with the California Architects Board.
- f. Provide information concerning Architect's experience and qualifications directly

related to the Architect Scope of Services.

- g. Identify Architect's lead person and other key personnel directly employed by Architect. Provide information regarding relevant expertise and experience of each team member.
- h. List of consultants Architect will engage to work on the Project; identify which tasks the consultants will perform.

## **2. References**

- a. Provide a minimum of three (3) projects similar to this Project that Architect has completed within the last five (5) years. For each referenced project provide the following:
  - (1) Project description (type, size, address etc.);
  - (2) Contact name, phone number and email address of project owner;
  - (3) Completion date; and
  - (4) Project cost.

## **3. Architect's Project Schedule**

- a. Provide a project schedule utilizing the format set forth in Exhibit F for Architect's work under the Architect Scope of Services that details each task and sub-task, the timeframe for each and showing the total number of calendar days from issuance of the Notice to Proceed to Architect through 100% completion of the Architect Scope of Services. Schedule shall enable the City to meet comply with established start and completion of construction dates set forth in the Project Schedule set forth in this RFP.

## **4. Fee Proposal**

- a. Provide a fee proposal utilizing the format set forth in Exhibit F. Fees for Architect's services must be a fixed price/lump sum and be based on completion of specific milestones. No reimbursement for business or travel-related expenses are allowed.
- b. The cost proposal shall be signed by an official authorized to bind Architect, including the printed name and title.
- c. The cost proposal shall include a statement to the effect that Architect's proposal is valid for ninety (90) days.

## **F. RFP Submittal Instructions**

Architects shall read the entirety of the RFP prior to submitting a proposal. Proposals shall be submitted based on information contained in the RFP and any issued addenda. All submitted proposals must be completed in ink, must contain required documents and must be sealed. No proposal will be accepted that is incomplete, written in pencil, altered, illegible or contains unrequested alternates. All documents must be filled out completely and signed where indicated. The City is not responsible for proposals sent through the mail or delivered to an address other than the one listed below.



All proposals must be received at the Economic Development Department, located at 337 Locust St., Santa Cruz, CA, by **1:30 PM on December 15, 2022** in sealed envelopes plainly endorsed:

**Tannery Dance and Performance Building  
Proposal for Architectural Services**

**Submitted by:** \_\_\_\_\_

Proposals must consist of one printed hard copy and one digital copy that includes all information in the format outlined in this RFP. The digital copy must be saved as a searchable PDF document on a USB drive. Proposals not conforming with this requirement may be determined to be non-responsive.

Proposals received after the date and time stated above will be rejected as non-responsive. Closing time to receive proposals will be verified by telephone through the U.S. Naval Observatory.

All proposals submitted must be responsive and the Architect performing the requested services must be responsible. A responsive proposal is defined as one that conforms in all respects to the RFP. A responsible Architect is defined as one who has the capability, in all respects, to fully perform the RFP requirements and the integrity and reliability to assure good-faith performance.

City reserves the right to reject any and all proposals, including but not limited to any minor irregularities, or waive any informalities or minor defects in proposals received. City may reject a proposal if it determines that any of the proposal prices are materially unbalanced to the potential detriment of the City.

All proposals must comply in all respects with the RFP. Proposals must clearly and legibly set forth all information requested in the manner and form indicated.

The responsibility for submitting a proposal on or before the stated time and date is solely and strictly that of Architect.

Architect may withdraw Architect's proposal at any time prior to the date and time stated above only by written request to the City.

By submitting a proposal, Architect represents that Architect has carefully examined the RFP and completely understands and agrees to provide the Architect Scope of Services set forth therein.

Addenda to this RFP may be issued prior to the proposal opening date and shall become a part of an Architect's proposal. The additions or changes contained in such addenda shall be considered by Architect in preparation of the proposal. Architects shall verify if City has issued any addenda for this Project. It is Architect's sole responsibility to ensure that all addenda requirements are included in the submitted proposal. All addenda shall be posted on the City's designated website.

**G. Selection Process**

The contract award for architectural services will be made after selection by City of one (1) proposal from among all proposals received. However, this RFP does not indicate a

commitment by City to award a contract to any selected Architect.

City will first rank all proposals without regard to the fee. City will then make a final ranking based on qualifications and fee.

In addition, City may choose to interview the two (2) highest ranked Architects. If so, the short-listed Architects will be notified by City of the date, time and place for interviews and any other pertinent information. Architect's project manager and key staff must be present at the interview, which may be conducted remotely. Within a reasonable period after the last interview, City shall select the successful Architect based on qualifications, performance at the interview, and fee.

<b>Ranking Criteria:</b>	<b>Points</b>
• Responsiveness and completeness of Architect's proposal .....	10
• Architect's and Architect's consultants' qualifications and experience.....	30
• Architect's references.....	15
• Architect's project schedule .....	25
• Architect's fee proposal.....	20
 Total: .....	 100

City reserves the right to reject any or all proposals, to waive any informality in any proposal, and to select the proposal that best meets City's needs.

City reserves the right to negotiate final pricing with the selected Architect.

## **H. Contract Award**

Such award, if made, will be made by City upon 1) reviewing all submitted proposals and selecting a proposal that best meets City's key objectives for the Project; 2) confirming that the selected Architect's fee does not exceed the Project budget for architectural services; 3) obtaining City Council approval to execute the contract; and 4) issuing a Notice of Contract award to the selected Architect. In the event the selected Architect's fee exceeds the Project budget, City may delay awarding the contract until additional funds are identified and approved by City. If the selected Architect refuses or fails to subsequently execute the Contract, the City may award the contract to the second ranked Architect. If the second ranked Architect refuses or fails to execute the contract, City may award the contract to the third ranked Architect.

Within ten (10) calendar days after receiving written notice that the contract has been awarded, the successful Architect shall return to City the signed Professional Services Agreement, insurance certificates, and all other documents as required by the RFP.

The U.S. Department of Commerce, Economic Development Administration must approve the final Professional Services Agreement between City and the selected architect. Until EDA approval is granted no work on Project can commence.

## **I. Clarifications to RFP**

In the event there are any questions as to the meaning of any part of the RFP, or if any errors, inconsistencies, or ambiguities are identified in the RFP, Architect shall make a written request

for clarification to City prior to submitting a proposal. All requests should be directed to City's Development Manager indicated below and will only be responded to if received in writing via email. The end date for questions and clarifications regarding the RFP shall be December 8, 2022. Clarifications, interpretations, corrections, and changes to the RFP shall be made through addenda at City's discretion. Clarifications, interpretations, corrections, and changes to the RFP made in any other manner shall not be binding and Architects shall not rely upon them.

Norm Daly  
Development Manager  
City of Santa Cruz, Economic Development Department  
[ndaly@Cityofsantacruz.com](mailto:ndaly@Cityofsantacruz.com)

## J. Terms and Conditions

1. **Compliance.** Upon delivery of completed work set forth in the Architect Scope of Services, Architect certifies that the work conforms to the requirements of the:
  - a. RFP;
  - b. Professional Services Agreement;
  - c. Applicable federal, state, and local code requirements; and
  - d. Professional standards of care in California.
2. **Architect Due Diligence.** Architect understands and will implement City's Project objectives and act in City's best interest at all times. Architect is responsible for making an independent evaluation and judgment of all conditions affecting performance of the work, including without limitation site conditions, existing facilities, seismic, geologic, soils, hydrologic, geographic, climatic conditions, applicable code requirements, and all other known contingencies or design considerations. Data, calculations, opinions, reports, investigations, and other similar information provided by City relating to the Project site or local or other conditions is not warranted or guaranteed, either expressly or implied, by City. Architect's responsibilities under this section may not be delegated. Architect is responsible to City for the acts, errors, or omissions of Architect's employees, agents, representatives, subcontractors, and consultants.
3. **City Approval of Architect's Consultants.** City must approve all consultants retained by architect in architect's performance of architect's work. Architect will, as part of this RFP, submit to City a schedule of all consultants as well as a list identifying Architect's consultant's principal, project manager, and project designer responsible for the Project. City may reasonably object to any person or entity so designated. If City objects, then Architect must promptly replace the objectionable person or entity and resubmit an alternate to City for approval until an acceptable alternate is submitted.

No changes may be made to the designated consultants of Architect without the prior written consent of City unless such change results from the consultant's termination of employment or such consultant is not capable of performing the services for which he is responsible due to disability or death. In the event of a change as specified above (e.g., termination or incapacity), City may reasonably object to any replacement, in which case Architect must promptly replace the objectionable person or entity and resubmit an alternate to City for approval until an acceptable alternate is submitted. The designated and approved principals, project manager, and project designers must dedicate such time and work effort as may be required to assure compliance with the obligations of Architect

under this RFP.

4. **Consultant Fees and Management of Consultants.** When Architect retains a consultant, Architect will negotiate fees on a lump sum basis and enter into a contract with the consultant and be responsible for the consultant's work, performance, and schedule, and coordination of its work with that of the other consultants directly retained by Architect as well as by City or their representatives.
5. **Coordination of Consultants.** Architect will have the primary responsibility for coordination of Architect's consultants. As part of Architect's coordination of Architect's consultants' work product, Architect will provide the appropriate space within the Project's design parameters to accommodate the physical work. Architect will comply with such consultant's recommendations via notes and/or details, subject to City's direction.
6. **City/Architect Agreement.** The form of City's Professional Services Agreement is attached as Exhibit G. Upon award of the contract, it is expected that the Architect will accept the agreement terms and conditions as is without modification. Failure to execute the agreement and furnish all required award submittals within the required time period shall be just cause for the rescission of the contract award.
7. **RFP and Proposal Binding.** The RFP and all parts of the Architect's proposal shall be made a binding part of the Architect's contract. City reserves the right to reject in whole or in part any of Architect's proposal.
8. **Insurance Documents.** At the time the contract is awarded, Architect must be able to provide all City-required insurance documentation as set forth in Exhibit H. If these requirements are not met, City reserves the right to select the next best qualified Architect.
9. **Business License.** Architect shall obtain, within five (5) days of executing the contract for the Project work, and prior to commencing any work, a City business license and shall maintain a current business license throughout the term of contract.
10. **City Right To Reject.** The City reserves the right to reject any or all proposals received.
11. **City Not Liable for RFP Preparation Costs.** City will not be liable for any costs incurred in the preparation of architect's RFP proposal.
12. **Architect Acknowledgement.** Architect's proposal shall be prima facie evidence that Architect has full knowledge of the scope, nature, quantity, and quality of the work to be performed.
13. **Clarification and Additional Information.** City reserves the right to request, and Architect shall submit, clarification of information submitted in Architect's proposal and to request additional information.
14. **Modification or Withdrawal.** Architect's proposal may be modified or withdrawn at any time prior to the award of the contract. Such request shall be in writing.
15. **Employee/Consultant Conduct.** Architect agrees to remove any employee or consultant whose conduct is improper, inappropriate, or offensive as determined by the City. A removed employee or consultant is not to work on the Project without the written

consent of the City. Architect will remove any employee or consultant from working in, or delivering to, City facilities who is convicted of a felony during his/her employment.

**16. Property of City.** Proposals received will become the property of City. All proposals and any subsequent contracts will be subject to public disclosure per the “California Public Records Act,” California Government Code, sections 6250 – 6270, once the City has awarded the contract resulting from this RFP.

**17. Revisions to Project Schedule.** City reserves the right to revise the project time frame described herein.

**18. Revisions to RFP.** Prior to the date established above for the submittal of proposals, City reserves the right to limit, modify, or otherwise revise any element or section of the RFP through an addendum. Any addenda to the RFP, if issued, will be posted on the City’s website at [www.cityofsantacruz.com/tannery](http://www.cityofsantacruz.com/tannery). RFP proposers shall be solely responsible for checking this website for any addenda. All proposals must include any issued addenda.

## **K. Exhibits**

- Exhibit A Design Development Drawings
- Exhibit B Proposed Revisions to Building Footprint and Proposed Interior Changes
- Exhibit C Design permit review letter dated October 4, 2021
- Exhibit D Applicable Mitigation Measures from Salz Tannery Final Environmental Impact Report dated 2005 and Environmental Narrative dated 2021
- Exhibit E City Departments’ Preliminary Review Comments
- Exhibit F Fee Proposal
- Exhibit G Form of City/Architect Professional Services Agreement
- Exhibit H Insurance Requirements



**Exhibit A**

**Previous Design Development Drawings**

*(begins next page)*

OWNER REP

CONTACT:  
EMAIL:

ARCHITECT OF RECORD

CONTACT:  
EMAIL:

GENERAL CONTRACTOR

CONTACT:  
EMAIL:

CIVIL  
CIVIL CONSULT

CONTACT:  
EMAIL:

LANDSCAPE  
LANDSCAPE CONSULT

CONTACT:  
EMAIL:

STRUCTURAL  
STRUCTURAL CONSULT

CONTACT:  
EMAIL:

MECHANICAL  
MECHANICAL CONSULT

CONTACT:  
EMAIL:

PLUMBING  
PLUMBING CONSULT

CONTACT:  
EMAIL:

ELECTRICAL  
ELECTRIC CONSULT

CONTACT:  
EMAIL:

TANNERY ARTS CENTER

DANCE STUDIO

1020 RIVER STREET | SANTA CRUZ, CA

GENERAL NOTES:

1. THE PROPOSED OCCUPANCY WILL NOT STORE OR USE HAZARDOUS MATERIALS IN EXCESS OF THOSE ALLOWED IN CBC 307 UNLESS STORED OR UTILIZED IN CONTROL AREAS OR RECLASSIFIED AS A HIGH-HAZARDOUS OCCUPANCY (GROUP H) PER CBC AND CFC.

2. BUILDING DESIGN NATURAL GAS FREE AS REQUIRED BY SCMC 6.100.

GENERAL NOTES

1. ALL PRODUCTS AND MATERIALS SHALL BE INSTALLED IN ACCORDANCE WITH INDUSTRY STANDARDS AND MANUFACTURER'S RECOMMENDATIONS.

2. DO NOT SCALE DRAWINGS. WRITTEN DIMENSIONS AND ELEVATIONS SHALL ALWAYS TAKE PRECEDENCE OVER SCALE DIMENSIONS INFORM THE ARCHITECT OF ANY DISCREPANCIES.

3. DIMENSIONS SHOWN ON ARCH. PLANS ARE TO FACE OF WOOD STUD/CENTRILINE OF METAL STUD, UNLESS OTHERWISE NOTED OR INDICATED.

4. DIMENSIONS MARKED +/- ARE FLEXIBLE AND CAN CHANGE AS REQ'D. TO FIT. DIMENSIONS NOT SO MARKED SHALL TAKE PRECEDENCE OVER +/- DIMENSIONS.

5. REPORT ANY DISCREPANCIES IN DIMENSIONS TO ARCHITECT FOR CLARIFICATION.

6. VERIFY ALL EXISTING SITE CONDITIONS, SITE DIMENSIONS, AND GRADES PRIOR TO START OF WORK. IF ANY DISCREPANCIES OCCUR BETWEEN THE DRAWINGS AND ACTUAL FIELD CONDITIONS, NOTIFY THE ARCHITECT AT ONCE.

7. SITE ACCESSIBILITY IS SUBSTANTIALLY IN COMPLIANCE WITH CALIF. TITLE 24 REQUIREMENTS, TO BE VERIFIED IN FIELD. IF NEEDED APPLICABLE PLANS, DETAILS & SPECIFICATIONS MUST BE APPROVED PRIOR TO FINAL INSPECTION.

8. CONFORM TO THE RECOMMENDATIONS OF THE SOILS REPORT PREPARED BY:

9. CONNECTIONS TO EXISTING PUBLIC UTILITIES SHALL BE DONE WITH APPROVAL AND IN ACCORDANCE WITH THE UTILITY CO. REQUIREMENTS.

10. CONTRACTORS SHALL PROTECT ALL EXISTING SITE IMPROVEMENTS NOT SCHEDULED FOR REMOVAL DURING CONSTRUCTION. THEY SHALL REPAIR ANY DAMAGE TO NEW CONSTRUCTION AT THEIR EXPENSE.

11. DO NOT CONNECT OR SUSPEND ANY ITEM FROM STRUCTURE WITHOUT PRIOR APPROVAL FROM THE STRUCTURAL ENGINEER. PARTITION CONNECTION & ANCHORING TO FIRE RATING IS NOT ALLOWED.

12. WORK MAY BE OBSERVED BY THE ARCHITECT AND THE OWNER'S REPRESENTATIVES FOR CONFORMITY WITH THE CONSTRUCTION DOCUMENTS AND SCOPE OF WORK. WORK COVERED OR CONCEALED BEFORE BEING OBSERVED SHALL BE OPENED AND UNCOVERED UPON REQUEST. THE CONTRACTOR IS RESPONSIBLE FOR NOTIFYING THE ARCHITECT AND THE OWNER OF ALL REQUIRED OBSERVATIONS IN ADVANCE. NO ALLOWANCE SHALL SUBSEQUENTLY BE MADE IN THE CONTRACTOR'S BEHALF FOR ANY NEGLECT IN ADHERING TO THIS REQUIREMENT.

13. FOR METAL STUD INTERIOR PARTITION WALL SIZE, GAUGE AND SPACING, SEE WALL DETAILS AND SCHEDULE.

14. GYPSUM BOARD FOR NON-FIRE RESISTIVE WALLS TO BE 5/8" THICK U.S.D.

15. GYPSUM BOARD FOR FIRE RESISTIVE WALLS TO BE TYPE "X" 5/8" THICK U.S.D.

16. ALL FIRE RESISTIVE PARTITIONS SHALL BE CONSTRUCTED IN COMPLIANCE WITH UL TESTING REQUIREMENTS AND MANUFACTURER'S RECOMMENDATIONS FOR CONDITIONS AS REQUIRED.

17. USE 1/2" THICK MOISTURE RESISTANT GYPSUM BOARD AT ALL WALLS IN TOILET ROOMS AND SHOWER AREAS AND AT ALL WALLS SCHEDULED TO RECEIVE CERAMIC TILES.

18. ALL DUCT AND CONDUIT PENETRATIONS THROUGH PARTITIONS SHALL BE FIRE SEALED OR ACOUSTICALLY SEALED.

19. ALL SHAFT ENCLOSURES CONTAINING AIR NOT IN DUCTS SHALL BE SEALED AIRTIGHT.

20. TAPE, BED AND FINISH ALL DRYWALL CORNERS AND JOINTS READY FOR FINISH.

21. HEIGHT OF FURNITURE PARTITIONS IN OPEN OFFICE AREA SHALL NOT EXCEED 5'-0".

22. LIGHT SWITCH/MOTION SENSOR ASSEMBLIES SHALL BE PROVIDED IN APPROPRIATE GANG BOX TO MEET TITLE 24.

23. ALL RECEPTACLES & PHONE/DATA JACKS SHALL BE STANDARD PLATES IN MANUFACTURER'S STANDARD TRIM COLOR, TO BE APPROVED BY ARCHITECT, MOUNTED VERTICALLY LEVEL WITH ELECTRICAL RECEPTACLES. U.S.D.

24. EXIT SIGNAGE TO BE GREEN LED. IN WHITE THERMOPLASTIC HOUSING, T.I. TO MATCH SHELL STANDARD.

ABBREVIATIONS

ACOUS ACOUSTICAL  
ADI ADJUSTABLE  
AFF ABOVE FINISH FLOOR  
ALUM. ALUMINUM  
ALT. ALTERNATE  
AC ASPHALTIC CONCRETE  
A/C AIR CONDITIONING  
@ AT  
R AND  
BSMT BASEMENT  
BLK/G BLOCKING  
BOT BOTTOM  
BM BEAM  
CLG CEILING  
CLR CLEAR  
CLR CENTER LINE  
CT CERAMIC TILE  
CO CLEAN OUT  
CONT CONTINUOUS  
DIA DIAMETER  
DIM DIMENSION  
DN DOWN  
DISP DISPENSER  
[E] EXISTING  
EL ELEVATION  
EQ EQUAL  
EXT EXTERIOR  
FF FINISH FLOOR  
FF FINISH FACE  
FD FLOOR DRAIN  
FE FIRE EXTINGUISHER  
FIG FIGURE IT OUT  
FL FLOOR  
FLUOR FLUORESCENT  
FOC FACE OF CONCRETE  
FOS FACE OF STUD  
FP FACE OF PLY  
FR FIRE RESISTIVE  
FS FACE OF STUD  
FURN FURNISHING  
GA GAUGE  
GB GYPSUM BOARD  
GL GLASS  
GSM GALVANIZED SHEET  
MTL METAL  
GYP BD GYPSUM BOARD  
HT HEIGHT  
HIA HOLLOW METAL  
HR HOUR  
HC HANDICAPPED  
HWDW HARDWOOD  
HDW HARDWARE  
INSUL INSULATION  
INT INTERIOR  
JAN JANITOR  
LAM LAMINATE  
LAV LAVATORY  
LT LIGHT  
MAX MAXIMUM  
MIN MINIMUM  
MEZZ MEZZANINE  
MISC MISCELLANEOUS  
MTL METAL  
(N) NEW  
NOT IN CONTRACT  
NUMBER  
NOT TO SCALE  
ON CENTER  
OVER/LOW DRAIN  
OPENING  
POURED IN PLACE  
R RADIUS  
RD ROOF DRAIN  
ROOM  
REF REFERENCE  
REQ'D REQUIRED  
SAF SELF ADHERED  
FLASHING  
SBO SUPPLIED BY OWNER  
SCH SCHEDULE  
SHT SHEET  
SHWR SHOWER  
SIM SIMILAR  
SOG SLAB ON GRADE  
SPEC SPECIFICATION  
SQ SQUARE  
STD STANDARD  
STL STEEL  
STOR STORAGE  
SS STAINLESS STEEL  
SERVICE SINK  
SANITARY SEWER  
SHELF  
SUSP SUSPENDED  
TO BE DETERMINED  
T&B TOP & BOTTOM  
TEL TELEPHONE  
TEMP TEMPORARY  
TYP TYPICAL  
UNO UNLESS OTHERWISE NOTED  
UNLESS NOTED OTHERWISE  
VERIFY IN FIELD  
VINYL COMPOSITION  
W WIDE  
WITH  
WALL COVERING  
WATER CLOSET  
WG WIRE GLASS

PROJECT SUMMARY

DESCRIPTION OF WORK:

THE PROJECT CONSISTS OF:  
ONE STEEL FRAMED BUILDING CONSISTING OF 5,360 SF WITH A MECH. PLATFORM

SITE INFORMATION

ASSESSORS PARCEL NO: 008-661-14  
SITE AREA: 6,706.57 SF  
DRIP LINE BUILDING AREA: 6,500 SF  
INTERIOR FINISH BUILDING AREA: 5,032 SF  
LOT COVERAGE: 96.9%

FLOOR AREA RATIO: 81%  
PARKING REQUIRED: 1/250 SF = 22  
STANDARD: 83  
COMPACT: 0  
ACCESSIBLE: 8  
TOTAL = 91

LANDSCAPE AREA: 0.5F  
LANDSCAPE COVERAGE: 0%

FLOOD ZONE DESIGNATION: AE

ALLOWABLE AREA CALCULATIONS

PER TABLE 506.2:  
FOR OCCUPANCY CLASSIFICATION A-3, SPRINKLERED, ONE STORY, TYPE V-B = 24,000 SQ FEET MAXIMUM

INSULATION REQUIREMENTS:

FLOORS: R-0  
WALLS: > EXTERIOR R-XX  
> INTERIOR R-19  
ROOF: R-30  
STOREFRONT GLASS & DOORS NFRC 200

SYMBOLS

SECTION CUT NUMBER

DRAWING SHEET NUMBER

SPECIFIC ELEVATION

DRAWING SHEET NUMBER

SPECIFIC ELEVATION

DRAWING SHEET NUMBER

DETAIL NUMBER

DRAWING SHEET NUMBER

ROOM NAME

ROOM NUMBER

INDEX OF DRAWINGS

GENERAL:

G0.1 COVER SHEET AND PROJECT INFORMATION  
G0.5 CONCEPTUAL RENDERINGS  
G0.6 CONCEPTUAL RENDERINGS  
G0.7 CONCEPTUAL RENDERINGS  
G0.10 CALGREEN COMPLIANCE CHECKLIST  
G0.15 GREEN BUILDING CHECKLIST  
G0.21 EXISTING PLANS

ARCHITECTURAL:

A1.0 SITE CAP PLAN  
A1.1 MASTER SITE & PARKING PLAN  
A1.2 SITE PLAN  
A2.1 GROUND LEVEL PLAN  
A2.2 EQUIPMENT PLATFORM PLAN  
A2.3 ROOF LEVEL PLAN  
A3.1 BUILDING ELEVATIONS  
A3.2 BUILDING ELEVATIONS  
A3.5 BUILDING SECTIONS  
A3.6 BUILDING SECTIONS  
A3.0 EXTERIOR LIGHTING STANDARDS

CIVIL (FOR REFERENCE ONLY):

1 LOT LINE EXHIBIT  
C4 SITE UTILITY PLAN

MECHANICAL:

ELECTRICAL:

PLUMBING:

STRUCTURAL:

VICINITY MAP

REVISIONS

NO.	DATE	DESCRIPTION	BY

COVER SHEET AND PROJECT INFORMATION

JOB NO.

DATE: 09/15/20

DRAWN:

CHECKED:

ISSUE: PLANNING SUBMITTAL

SHEET NO.

G0.1

OF SHEETS

09/20/2021 11:26:41 AM





VIEW 1: MAIN ENTRY VIEW



VIEW 2: ALLEY BETWEEN THEATER AND DANCE STUDIO

**GENERAL NOTES:**  
CONTRACTOR SHALL FIELD VERIFY ALL JOB CONDITIONS AND DIMENSIONS. VARIATIONS THEREOF FROM THE DRAWINGS MUST BE REPORTED TO THE ARCHITECT. DETAILS INDICATED ON THE DRAWINGS ARE REPRESENTATIVE AND TYPICAL. ALL ATTACHMENTS AND CONNECTIONS SHALL CONFORM TO BEST PRACTICE AND SHALL BE THE CONTRACTOR'S RESPONSIBILITY.

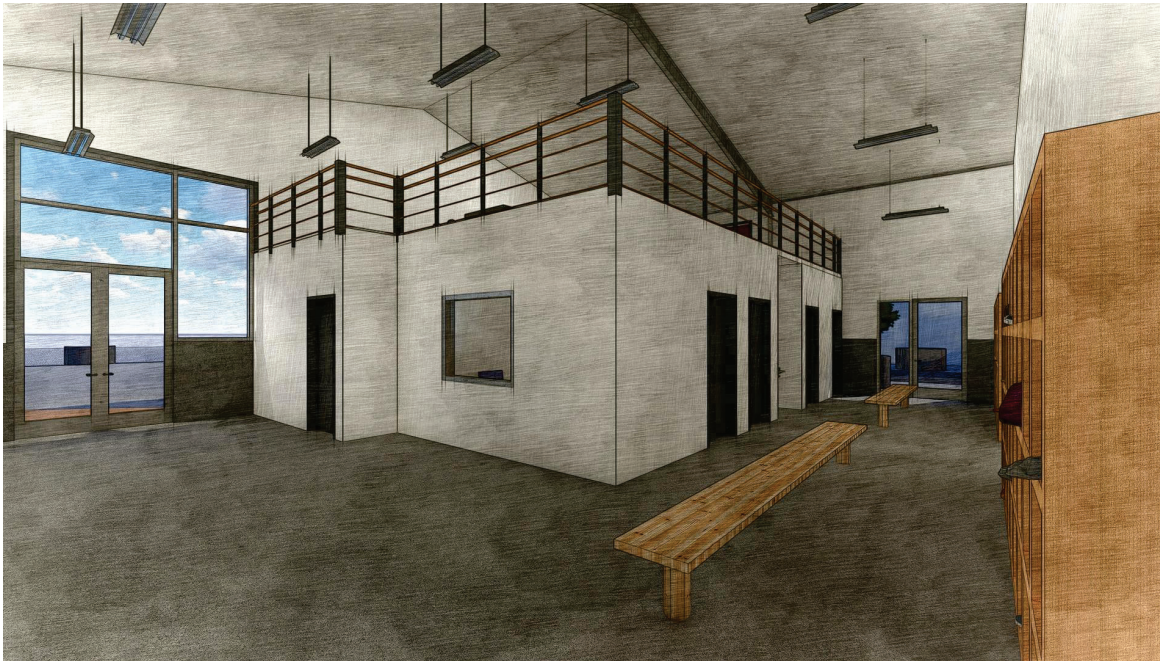
REVISIONS

NO.	DATE	DESCRIPTION	BY

CONCEPTUAL RENDERINGS

JOB NO.	SHEET NO.
DATE: 09/15/2020	<b>G0.5</b>
DRAWN:	
CHECKED:	
ISSUE: PLANNING SUBMITTAL	
OF	SHEETS





VIEW 3: VIEW OF LOBBY



VIEW 4: VIEW OF LOBBY

**GENERAL NOTES:**  
CONTRACTOR SHALL FIELD VERIFY ALL JOB CONDITIONS AND DIMENSIONS. VARIATIONS THEREOF FROM THE DRAWINGS MUST BE REPORTED TO THE ARCHITECT. DETAILS INDICATED ON THE DRAWINGS ARE REPRESENTATIVE AND TYPICAL. ALL ATTACHMENTS AND CONNECTIONS SHALL CONFORM TO BEST PRACTICE AND SHALL BE THE CONTRACTOR'S RESPONSIBILITY.

REVISIONS

NO.	DATE	DESCRIPTION	BY

CONCEPTUAL RENDERINGS

JOB NO.	SHEET NO.
DATE: 09/15/20	<b>G0.6</b>
DRAWN:	OF SHEETS
CHECKED:	
ISSUE: PLANNING SUBMITTAL	





VIEW 5: INTERIOR OF DANCE STUDIO #1



VIEW 6: VIEW FROM PARKING AREA

**GENERAL NOTES:**  
CONTRACTOR SHALL FIELD VERIFY ALL JOB CONDITIONS AND DIMENSIONS. VARIATIONS THEREOF FROM THE DRAWINGS MUST BE REPORTED TO THE ARCHITECT. DETAILS INDICATED ON THE DRAWINGS ARE REPRESENTATIVE AND TYPICAL. ALL ATTACHMENTS AND CONNECTIONS SHALL CONFORM TO BEST PRACTICE AND SHALL BE THE CONTRACTOR'S RESPONSIBILITY.

REVISIONS			
NO.	DATE	DESCRIPTION	BY

CONCEPTUAL RENDERINGS

JOB NO.	SHEET NO. <b>G0.7</b> OF SHEETS
DATE:	
DRAWN:	
CHECKED:	
ISSUE: PLANNING SUBMITTAL	



A5.602  
CALGreen VERIFICATION GUIDELINES  
MANDATORY MEASURES CHECKLIST  
(2019 SUPPLEMENT effective July 1, 2021)

Application: This checklist shall be used for nonresidential projects that meet one of the following: new construction, building additions of 1,000 square feet or greater, or building alterations with a permit valuation of \$200,000 or more pursuant to Section 301.3 AND do not trigger a Tier 1 or Tier 2 requirement:

Y = Yes (section has been selected and/or included)  
N/A = Not Applicable (code section does not apply to the project—mainly used for additions and alterations)  
O = Other (provide explanation)  
[N] = New construction pursuant to Section 301.3  
[A] = Additions and/or Alterations pursuant to Section 301.3

Chapter 5 Divisions

DIVISION 5.1 Planning and Design									
Requirement	SECTION TITLE	CODE SECTION	Y	N	N/A	O	PLAN SHEET, SPEC. OR ATTACH REFERENCE		
Mandatory	Storm water pollution prevention for projects that disturb less than 1 acre of land	5.106.1 through 5.106.2							
Mandatory	Short-term bicycle parking (with exception)	5.106.4.1.1							
Mandatory	Long-term bicycle parking	5.106.4.1.2 through 5.106.4.1.5							
Mandatory	Designated parking for clean air vehicles with footnote and note	5.106.5.2							
Mandatory	Parking stall marking	5.106.5.2.1							
Mandatory	Single charging space requirements	5.106.5.3.1							
Mandatory	Multiple charging space requirements [N]	5.106.5.3.2							
Mandatory	EV charging space calculation [N] (with exceptions)	5.106.5.3.3							
Mandatory	[N] Identification	5.106.5.3.4							
Mandatory	[N] Future charging spaces with note	5.106.5.3.5							

Requirement	SECTION TITLE	CODE SECTION	Y	N	N/A	O	PLAN SHEET, SPEC. OR ATTACH REFERENCE
Mandatory	Light pollution reduction [N] (with exceptions, notes and table)	5.106.6					
Mandatory	Grading and paving (exception for additions and alterations not altering the drainage path)	5.106.10					

DIVISION 5.2 Energy Efficiency									
Requirement	SECTION TITLE	CODE SECTION	Y	N	N/A	O	PLAN SHEET, SPEC. OR ATTACH REFERENCE		
Mandatory	Meet the minimum energy efficiency standard	5.201.1							

DIVISION 5.3 Water Efficiency and Conservation									
Requirement	SECTION TITLE	CODE SECTION	Y	N	N/A	O	PLAN SHEET, SPEC. OR ATTACH REFERENCE		
Mandatory	Separate meters (new buildings or additions > 50,000 sf that consume more than 100 gpd/sf)	5.303.1.1							
Mandatory	Separate meters (for tenants in new buildings or additions that consume more than 1,000 gpd/sf)	5.303.1.2							
Mandatory	Water closets shall not exceed 1.28 gallons per flush (gpf)	5.303.3.1							
Mandatory	Wall-mounted urinals shall not exceed 0.125 gpf	5.303.3.2.1							
Mandatory	Floor-mounted urinals shall not exceed 0.5 gpf	5.303.3.2.2							

Requirement	SECTION TITLE	CODE SECTION	Y	N	N/A	O	PLAN SHEET, SPEC. OR ATTACH REFERENCE
Mandatory	Single showerhead shall have maximum flow rate of 1.8 gpm (gallons per minute) at 80 psi	5.303.3.3.1					
Mandatory	Multiple showerheads serving one shower shall have a combined flow rate of 1.8 gpm at 80 psi	5.303.3.3.2					
Mandatory	Nonresidential lavatory faucets	5.303.3.4.1					
Mandatory	Kitchen faucets	5.303.3.4.2					
Mandatory	Wash fountains	5.303.3.4.3					
Mandatory	Metering faucets	5.303.3.4.4					
Mandatory	Metering faucets for wash fountains	5.303.3.4.5					
Mandatory	Pre-rinse spray valve	5.303.3.4.6					
Mandatory	Food waste disposers	5.303.4.1					
Mandatory	Areas of additions or alterations	5.303.5					
Mandatory	Standards for plumbing fixtures and fittings	5.303.6					
Mandatory	Outdoor potable water use in landscape areas (with notes)	5.304.1					

DIVISION 5.4 Material Conservation and Resource Efficiency									
Requirement	SECTION TITLE	CODE SECTION	Y	N	N/A	O	PLAN SHEET, SPEC. OR ATTACH REFERENCE		
Mandatory	Weather protection	5.407.1							
Mandatory	Moisture control: sprinklers	5.407.2.1							
Mandatory	Moisture control: exterior door protection	5.407.2.2.1							
Mandatory	Moisture control: flashing	5.407.2.2.2							

Requirement	SECTION TITLE	CODE SECTION	Y	N	N/A	O	PLAN SHEET, SPEC. OR ATTACH REFERENCE
Mandatory	Commissioning report [N]	5.410.2.6					
Mandatory	Testing and adjusting for new buildings < 10,000 sf or new systems that serve additions or alterations [A]	5.410.4					
Mandatory	System testing plan for renewable energy, landscaping and water reuse [A]	5.410.4.2					
Mandatory	Procedures for testing and adjusting	5.410.4.3					
Mandatory	Procedures for HVAC balancing	5.410.4.3.1					
Mandatory	Reporting for testing and adjusting	5.410.4.4					
Mandatory	Operation and maintenance (O&M) manual	5.410.4.5					
Mandatory	Inspection and reports	5.410.4.5.1					

DIVISION 5.5 Environmental Quality									
Requirement	SECTION TITLE	CODE SECTION	Y	N	N/A	O	PLAN SHEET, SPEC. OR ATTACH REFERENCE		
Mandatory	Fireplaces	5.503.1							
Mandatory	Woodstoves	5.503.1.1							
Mandatory	Temporary ventilation	5.504.1							
Mandatory	Covering of ducts openings and protection of mechanical equipment during construction	5.504.3							
Mandatory	Adhesives, sealants, and caulks	5.504.4.1							
Mandatory	Paints and coatings	5.504.4.3							
Mandatory	Aerosol paints and coatings	5.504.4.3.1							

Requirement	SECTION TITLE	CODE SECTION	Y	N	N/A	O	PLAN SHEET, SPEC. OR ATTACH REFERENCE
Mandatory	Aerosol paints and coatings: verification	5.504.4.3.2					
Mandatory	Carpet systems	5.504.4.4					
Mandatory	Carpet cushion	5.504.4.4.1					
Mandatory	Carpet adhesives per Table 5.504.4.1	5.504.4.4.2					
Mandatory	Composite wood products	5.504.4.5					
Mandatory	Composite wood products: documentation	5.504.4.5.3					
Mandatory	Resilient flooring systems	5.504.4.6					
Mandatory	Resilient flooring: verification of compliance	5.504.4.6.1					
Mandatory	Filters (with exceptions)	5.504.5.3					
Mandatory	Filters: labeling	5.504.5.3.1					
Mandatory	Environmental tobacco smoke (ETS) control	5.504.7					
Mandatory	Indoor moisture control	5.505.1					
Mandatory	Outside air delivery	5.506.1					
Mandatory	Carbon dioxide (CO2) monitoring	5.506.2					
Mandatory	Acoustical control (with exception)	5.507.4					
Mandatory	Exterior noise transmission, prescriptive method (with exceptions)	5.507.4.1					
Mandatory	Noise exposure where noise contours are not readily available	5.507.4.1.1					
Mandatory	Performance method	5.507.4.2					
Mandatory	Site features	5.507.4.2.1					
Mandatory	Documentation of compliance	5.507.4.2.2					
Mandatory	Interior sound transmission (with note)	5.507.4.3					

Requirement	SECTION TITLE	CODE SECTION	Y	N	N/A	O	PLAN SHEET, SPEC. OR ATTACH REFERENCE
Mandatory	Ozone depletion and greenhouse gas reductions	5.506.1					
Mandatory	Chlorofluorocarbons (CFCs)	5.506.1.1					
Mandatory	Halons	5.506.1.2					
Mandatory	Supermarket refrigerant leak reduction for retail food stores 8,000 square feet or more	5.506.2 through 5.506.2.6.3					
	END OF MANDATORY PROVISIONS						

Documentation Author's / Responsible Designer's Declaration Statement  
I, \_\_\_\_\_, attest that this mandatory provisions checklist is accurate and complete.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
Company: \_\_\_\_\_ License: \_\_\_\_\_  
Address: \_\_\_\_\_ Phone: \_\_\_\_\_  
City/State/Zip: \_\_\_\_\_

GENERAL NOTES  
CONTRACTOR SHALL FIELD VERIFY ALL JOB CONDITIONS AND DIMENSIONS. VARIATIONS THEREOF FROM THE DRAWINGS MUST BE REPORTED TO THE ARCHITECT. DETAILS INDICATED ON THE DRAWINGS ARE REPRESENTATIVE AND TYPICAL. ALL ATTACHMENTS AND CONNECTIONS SHALL CONFORM TO BEST PRACTICE AND SHALL BE THE CONTRACTOR'S RESPONSIBILITY.

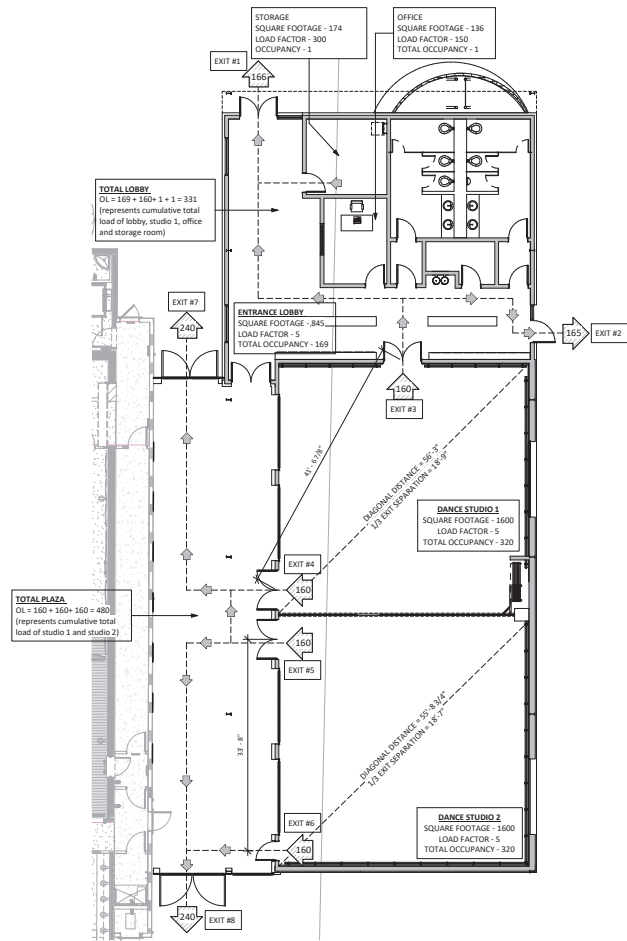
REVISIONS

NO.	DATE	DESCRIPTION	BY

CALGREEN COMPLIANCE CHECKLIST

JOB NO.	SHEET NO.
DATE: 08/05/21	GO.10
DRAWN:	
CHECKED:	
ISSUE: PLANNING SUBMITTAL	
OF	SHEETS





1 GROUND LEVEL EXITING PLAN  
1/8" = 1'-0"

EXIT WIDTH CALCULATIONS:

EXIT #	EXIT WIDTH REQUIRED	EXIT WIDTH PROVIDED
#1 - $166 \times 0.2 =$	33.2"	68"
#2 - $165 \times 0.2 =$	33"	40.5"
#3 - $160 \times 0.2 =$	32"	68"
#4 - $160 \times 0.2 =$	32"	68"
#5 - $160 \times 0.2 =$	32"	68"
#6 - $160 \times 0.2 =$	32"	34"
#7 - $240 \times 0.2 =$	48"	96"
#8 - $240 \times 0.2 =$	48"	120"

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REVISIONS

NO.	DATE	DESCRIPTION	BY

EXITING PLANS

JOB NO.	SHEET NO.
DATE: 09/15/20	G0.21
DRAWN: RJD / MM	OF SHEETS
CHECKED: AG/LSS	
ISSUE: PLANNING SUBMITTAL	

October 22, 2012

**Subject: Environmental Conditions**

**Location: Tannery Arts Center Development, 1040 River Street, Santa Cruz**

This letter provides a brief overview of current environmental conditions at the site and the limited monitoring requirements that currently exist.

Prior to the current residential land use, a commercial tannery operated at the site, a number of remedial actions were completed including excavation and off-site landfiling of approximately nearly 4,000 cubic yards of soil. A *Certificate of Completion* letter was issued by Department of Toxic Substances Control, the lead regulatory agency overseeing verification monitoring following the remedial cleanup of the site (DTSC letter dated July 27, 2007). This *Certificate of Completion* letter indicates that investigation and remediation of hazardous substances at the site is complete and the site should not pose a threat to human health or the environment (copy of this letter is attached). Regulatory obligations tied to the *Certificate of Completion*, include:

- Compliance with a *Land Use Covenant* and
- Compliance with an *Operation and Maintenance Agreement*

The *Land Use Covenant* is in place and designated "CAP" areas remain protected and untouched.

The *Operation and Maintenance Plan* is in place to monitor low-level, residual contaminants (groundwater monitoring). Electronic copies of current and previous compliance monitoring reports can be viewed at the DTSC website for the subject property:

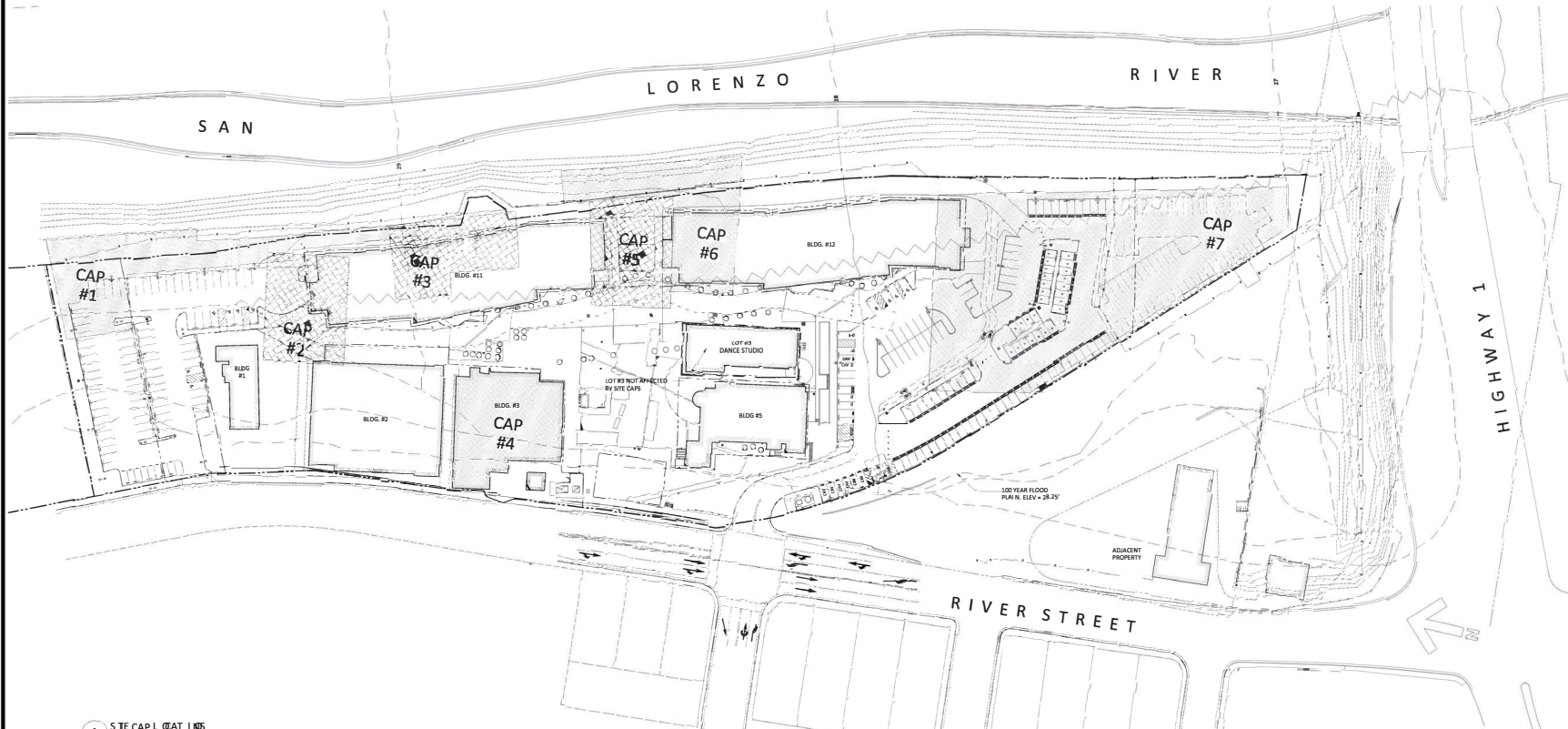
- [http://www.dtsc.ca.gov/contaminants/solid\\_waste/landfills/cap/docs/031319992](http://www.dtsc.ca.gov/contaminants/solid_waste/landfills/cap/docs/031319992)

Please call if you have any questions on the status of environmental conditions at the site.

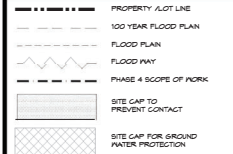
*Pat Hoban, PG*  
Senior Environmental Geologist

Attachments: *Certificate of Completion, Map of CAPPED Areas*

- 1 -



**SITE CAP LEGEND**



**SITE CAPS:**

- (1) SITE CAP #1 IS COVERED BY A MINIMUM OF TWO FEET OF CLEAN FILL MATERIAL.
- (2) SITE CAP #2 SHALL BE COVERED WITH ASPHALT OR CONCRETE PRIOR TO OCCUPANCY OF THE PROPERTY.
- (3) SITE CAP #3 SHALL BE COVERED WITH ASPHALT OR CONCRETE PRIOR TO OCCUPANCY OF THE PROPERTY.
- (4) SITE CAP #4 IS COVERED WITH CONCRETE CONSISTING OF THE BUILDING FOUNDATION.
- (5) SITE CAP #5 SHALL BE COVERED WITH ASPHALT OR CONCRETE PRIOR TO OCCUPANCY OF THE PROPERTY.
- (6) SITE CAP #6 IS COVERED BY A MINIMUM OF TWO FEET OF CLEAN FILL MATERIAL.
- (7) SITE CAP #7 IS COVERED WITH ASPHALT AND/OR CONCRETE PARKING LOT.

**VICINITY MAP**



**GENERAL NOTES:**  
DRAWINGS SHALL BE USED FOR ALL JOB CONDITIONS AND DIMENSIONS. VARIATIONS THEREOF FROM THE DRAWINGS MUST BE REPORTED TO THE ARCHITECT.  
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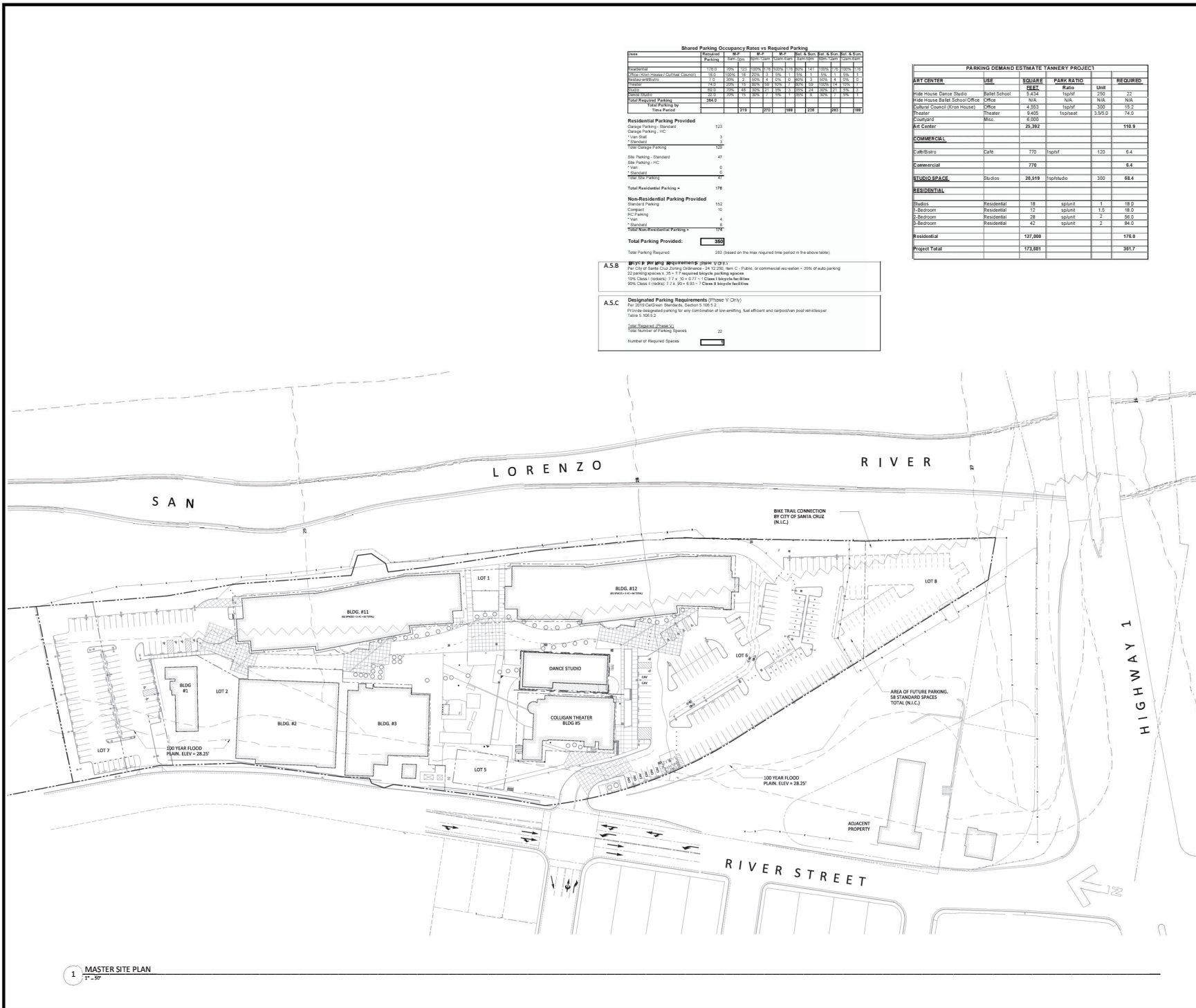
**REVISIONS**

NO.	DATE	DESCRIPTION	BY
1	8/13/21	PC RESPONSE 1	CHP

**SITE CAP PLAN**

JOB NO. 12-284	SHEET NO.
DATE 8/13/21	A1.0
DRAWN:	OF SHEETS
CHECKED:	
ISSUE: PLANNING SUBMITTAL	





Shared Parking Occupancy Rates vs Required Parking										
Use	Required	MP	MP	MP	MP	MP	MP	MP	MP	MP
Residential	123	123	123	123	123	123	123	123	123	123
Commercial	100	100	100	100	100	100	100	100	100	100
Public	100	100	100	100	100	100	100	100	100	100
Office	100	100	100	100	100	100	100	100	100	100
Hotel	100	100	100	100	100	100	100	100	100	100
Restaurant	100	100	100	100	100	100	100	100	100	100
Bar	100	100	100	100	100	100	100	100	100	100
Entertainment	100	100	100	100	100	100	100	100	100	100
Healthcare	100	100	100	100	100	100	100	100	100	100
Education	100	100	100	100	100	100	100	100	100	100
Religious	100	100	100	100	100	100	100	100	100	100
Government	100	100	100	100	100	100	100	100	100	100
Other	100	100	100	100	100	100	100	100	100	100
Total Required Parking	350									
Total Parking Provided	350									

Residential Parking Provided		
Garage Parking - Standard	123	
Garage Parking - HC		
* Van/Truck	5	
* Standard	3	
<b>Total Garage Parking</b>	<b>128</b>	
Site Parking - Standard	47	
Site Parking - HC		
* Van	0	
* Standard	0	
<b>Total Site Parking</b>	<b>47</b>	
<b>Total Residential Parking</b>	<b>176</b>	
Non-Residential Parking Provided		
Standard Parking	152	
Compl	10	
HC Parking		
* Van	4	
* Standard	5	
<b>Total Non-Residential Parking</b>	<b>171</b>	
<b>Total Parking Provided:</b>	<b>347</b>	

A.S.B.	Designated Parking Requirements (Phase V Only) Per City of Santa Cruz Planning Commission - 4.12.2016, Item C - Public, or commercial use within 30% of auto parking 20% Class 1 (residential) 17 x 20 = 0.33 - 1 Class 2 (residential) 17 x 20 = 0.33 - 1 Class 3 (residential) 17 x 20 = 0.33 - 1 10% Class 1 (residential) 17 x 20 = 0.33 - 1 Class 2 (residential) 17 x 20 = 0.33 - 1 Class 3 (residential) 17 x 20 = 0.33 - 1 Total Required (Phase V) Total Number of Parking Spaces Number of Required Spaces
A.S.C.	Designated Parking Requirements (Phase V Only) Per City of Santa Cruz Planning Commission - 4.12.2016, Item C - Public, or commercial use within 30% of auto parking 20% Class 1 (residential) 17 x 20 = 0.33 - 1 Class 2 (residential) 17 x 20 = 0.33 - 1 Class 3 (residential) 17 x 20 = 0.33 - 1 10% Class 1 (residential) 17 x 20 = 0.33 - 1 Class 2 (residential) 17 x 20 = 0.33 - 1 Class 3 (residential) 17 x 20 = 0.33 - 1 Total Required (Phase V) Total Number of Parking Spaces Number of Required Spaces

**DANCE STUDIO**  
1020 RIVER STREET | SANTA CRUZ, CA

**SITE LEGEND**

- PROPERTY LOT LINE
- 100 YEAR FLOOD PLAIN
- FLOOD PLAIN
- EMERGENCY VEHICLE ACCESS
- SCOPE OF WORK
- PROJECT AREA

**GREEN BUILDING NOTES**

- PROJECT SITE IS LOCATED WITHIN 1/2 MILE RADIUS OF TEN BASIC SERVICES, INCLUDING BUT NOT LIMITED TO: BANK, BEAUTY, SUPPLY, MEDICAL, DENTAL, PARK, PHARMACY, RESTAURANTS, SUPERMARKET, THEATER AND MUSEUM.
- PROJECT SITE IS LOCATED WITHIN 1/4 MILE OF TWO (2) PUBLIC BUS LINES.
- PROJECT PROVIDES SECURE BICYCLE STORAGE.
- PROJECT PROVIDES DESIGNATED PARKING FOR ANY COMBINATION OF LOW-EMISSION, FUEL-EFFICIENT AND CARPOOL/VAN POOL VEHICLES. REFER TO A-1 FOR CALCULATIONS.

**VICINITY MAP**

**REVISIONS**

NO.	DATE	DESCRIPTION	BY

**MASTER SITE AND PARKING PLAN**

JOB NO.	SHEET NO.
DATE 8/12/21	<b>A1.1</b>
DRAWN:	
CHECKED:	
ISSUE: PLANNING SUBMITTAL	OF SHEETS

## SITE LEGEND

- PROPERTY LOT LINE
- 100 YEAR FLOOD PLAIN
- FLOOD WAY
- EMERGENCY VEHICLE ACCESS
- SCOPE OF WORK
- PROJECT AREA

## GREEN BUILDING NOTES

1. PROJECT SITE IS LOCATED WITHIN 1/2 MILE RADIUS OF TEN BASIC SERVICES, INCLUDING BUT NOT LIMITED TO BANK, BEAUTY, SUPPLY, MEDICAL, DENTAL, PARK, PHARMACY, RESTAURANTS, SUPERMARKET, THEATER AND MUSEUM.
2. PROJECT SITE IS LOCATED WITHIN 1/4 MILE OF TWO (2) PUBLIC BUS LINES.
3. PROJECT PROVIDES SECURE BICYCLE STORAGE.
4. PROJECT PROVIDES DESIGNATED PARKING FOR ANY COMBINATION OF LOW-EMISSION, FUEL-EFFICIENT AND CARPOOL/VAN POOL VEHICLES. REFER TO AD-1 FOR CALCULATIONS.

## VICINITY MAP



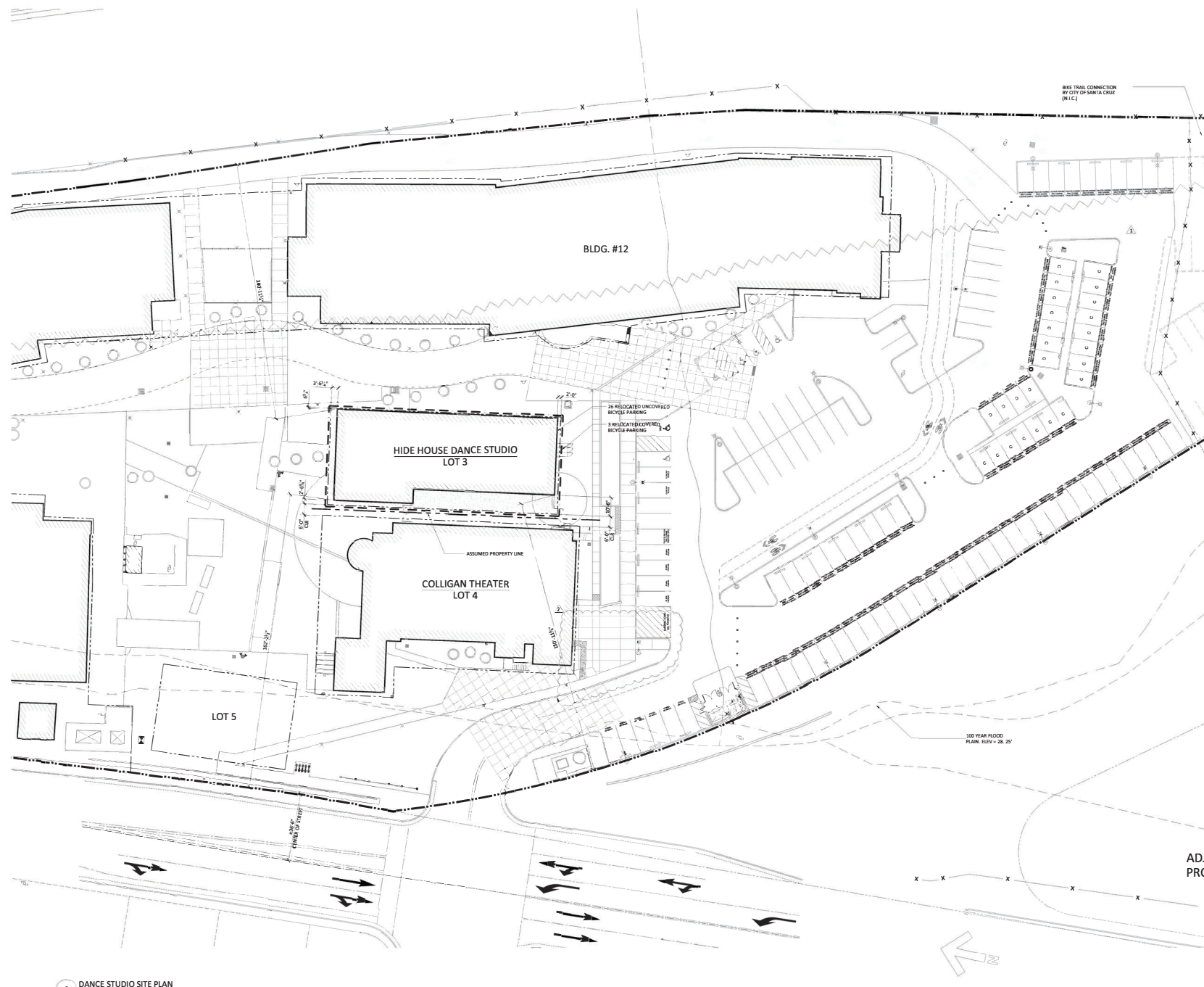
GENERAL NOTES:  
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## REVISIONS

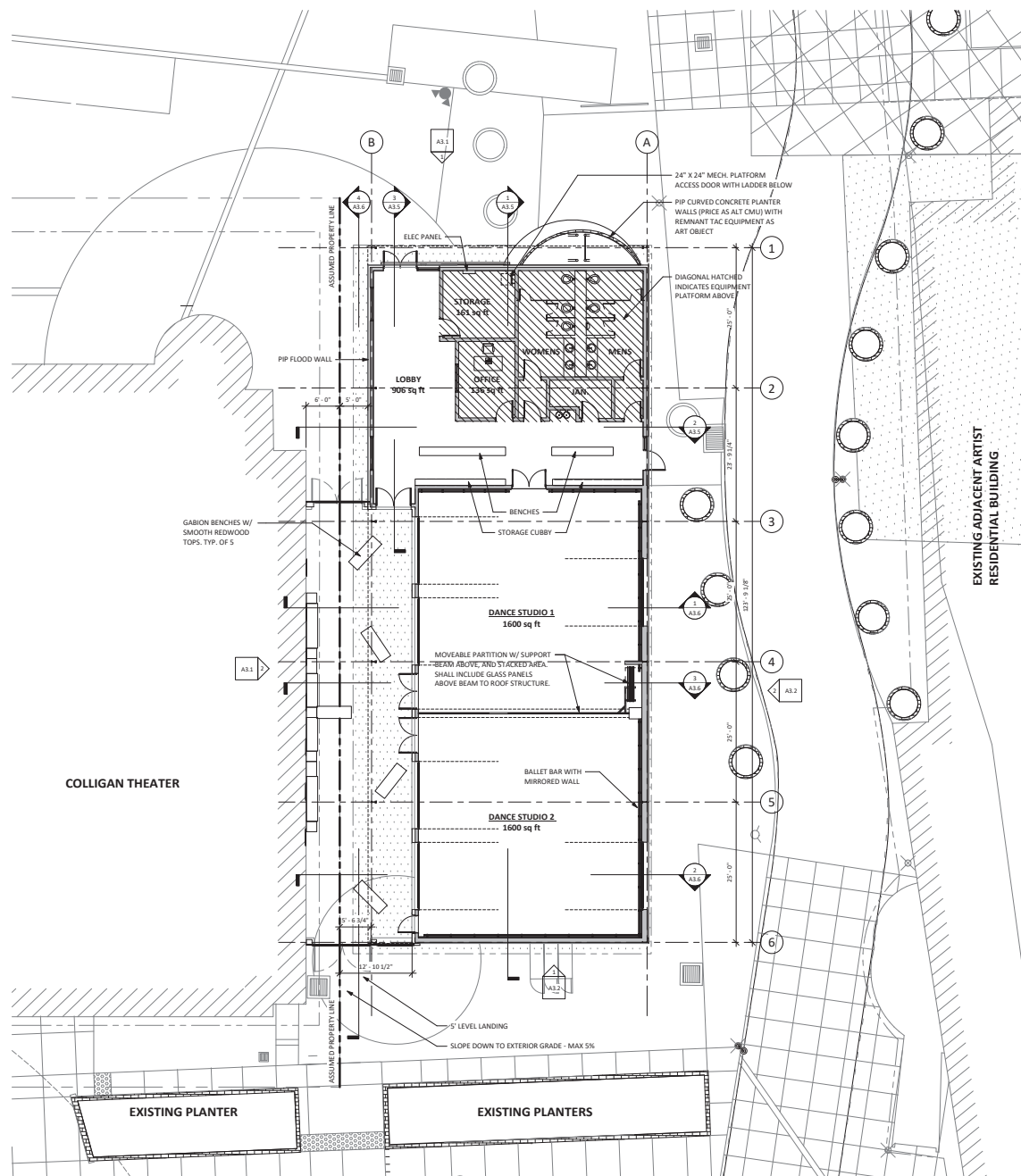
NO.	DATE	DESCRIPTION	BY
1	8/13/21	BULLETIN NO. 1	

## PROPOSED SITE PLAN

JOB NO. 67-920	SHEET NO.
DATE 8/13/21 DRAWN:	A1.2
CHECKED:	OF SHEETS
ISSUE: PLANNING SUBMITTAL	







① GROUND LEVEL  
1/8" = 1'-0"

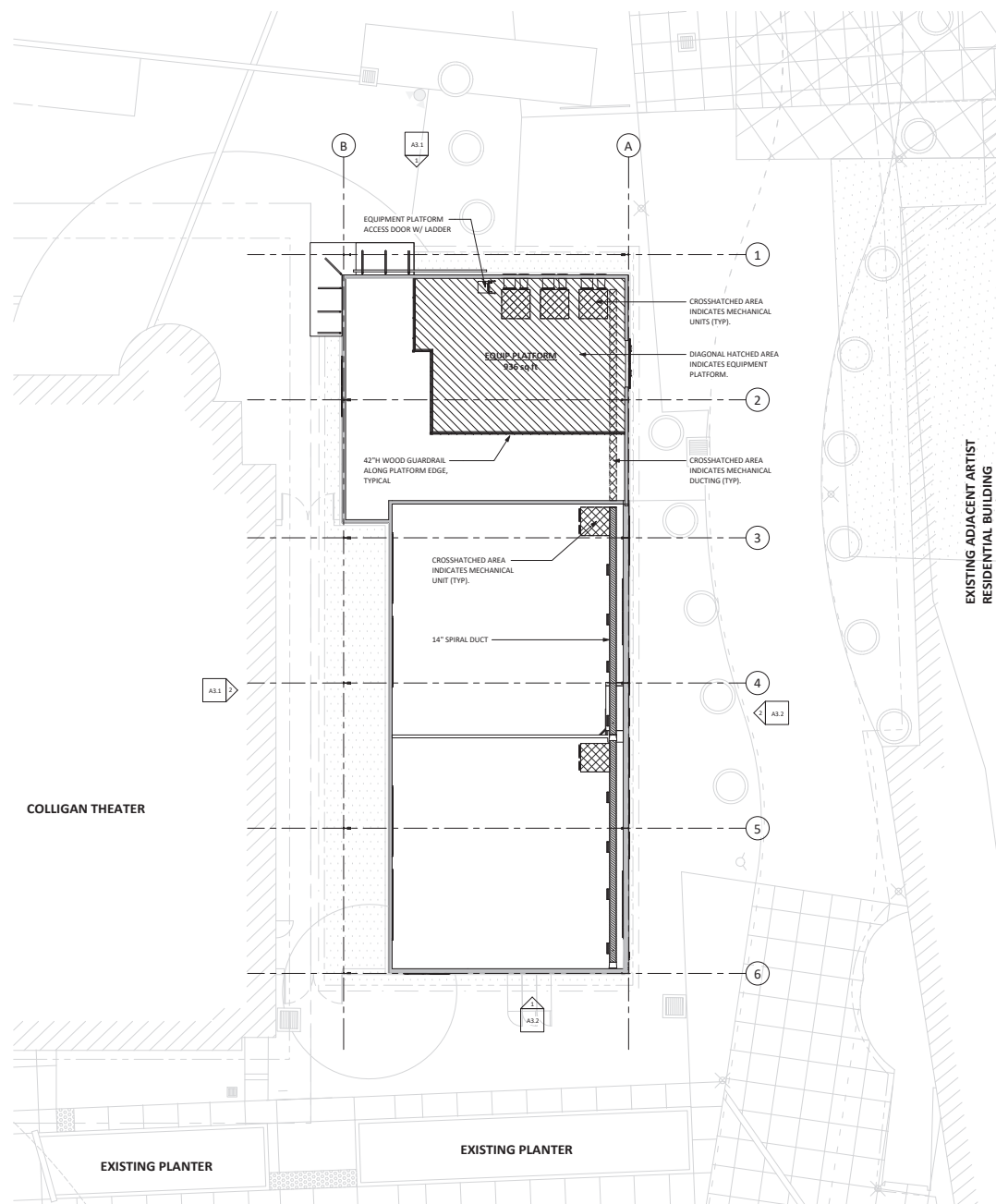


## REVISIONS

[illegible]

### GROUND LEVEL PLAN

JOB NO.	SHEET NO.  <b>A2.1</b>  OF       SHEETS
DATE: 09/15/20	
DRAWN:	
CHECKED:	
ISSUE: PLANNING SUBMITTAL	



COLLIGAN THEATER

EXISTING ADJACENT ARTIST  
RESIDENTIAL BUILDING

EXISTING PLANTER

EXISTING PLANTER

1 EQUIP PLATFORM  
1/8" = 1'-0"



**GENERAL NOTES:**  
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# REVISIONS

NO.	DATE	DESCRIPTION	BY

## EQUIPMENT PLATFORM PLAN

JOB NO.  
DATE: 08/12/21  
DRAWN:  
CHECKED:  
ISSUE: PLANNING SUBMITTAL

SHEET NO.

**A2.2**

OF SHEETS

#### SOLAR READY AREAS:

THE CITY ENCOURAGES THIS BUILDING DESIGN TO EXCEED THE REQUIRED 15% OBSTRUCTION-FREE, MINIMUM ROOF AREA FOR SOLAR PV (CENC 110.105)(1)(B) AND ACHIEVE A 25% SOLAR PV READY ROOF AREA THROUGH EFFICIENT LAYOUT OF ROOFTOP MECHANICAL EQUIPMENT:

REQUIRED MIN SOLAR ZONE	=	ROOF AREA x 25%
	=	6,500 x 25%
	=	1,625 SF REQUIRED
SOLAR ZONE PROVIDED	=	1,720 SF

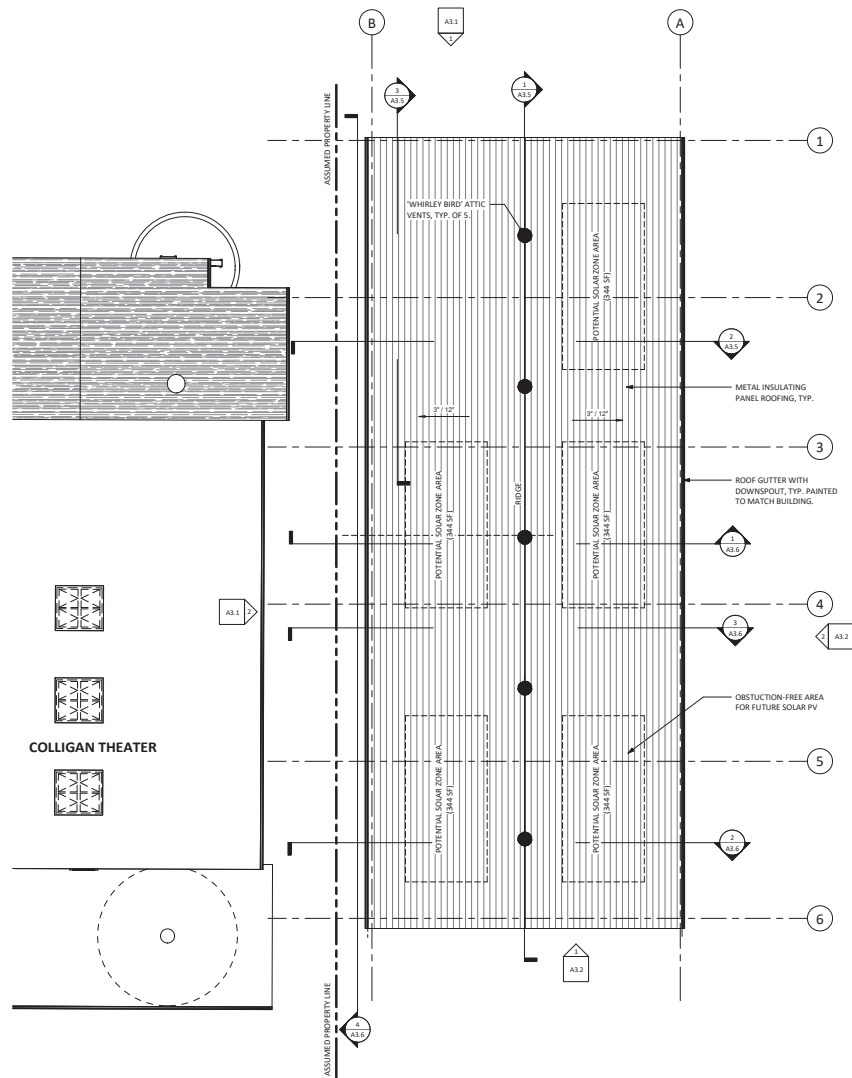
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#### REVISIONS

NO.	DATE	DESCRIPTION	BY

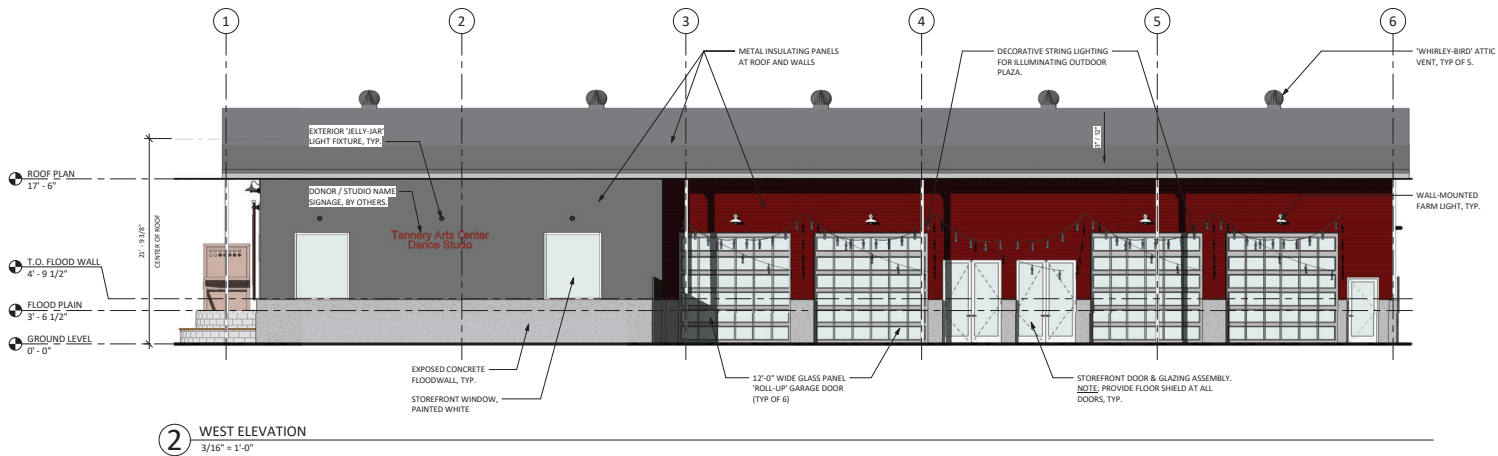
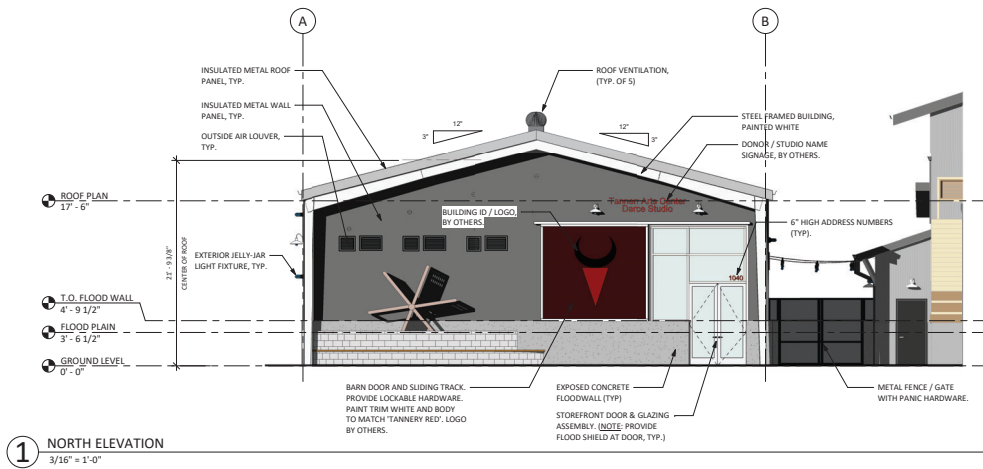
#### ROOF LEVEL PLAN

JOB NO.	SHEET NO.
DATE: 08/12/21	<b>A2.3</b>
DRAWN:	OF
CHECKED:	SHEETS
ISSUE: PLANNING SUBMITTAL	



1 ROOF PLAN  
1/8" = 1'-0"





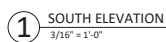
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#### REVISIONS

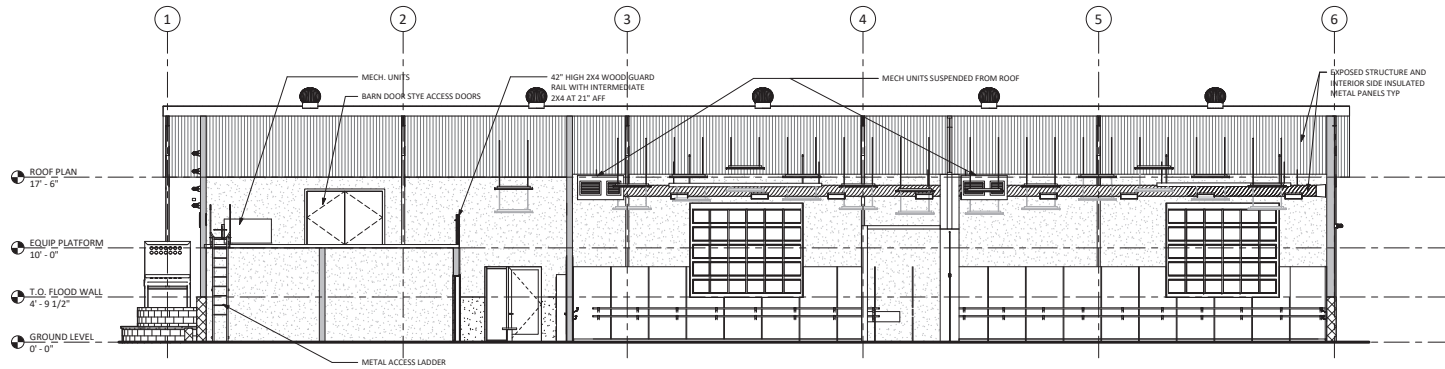
NO.	DATE	DESCRIPTION	BY

#### BUILDING ELEVATIONS

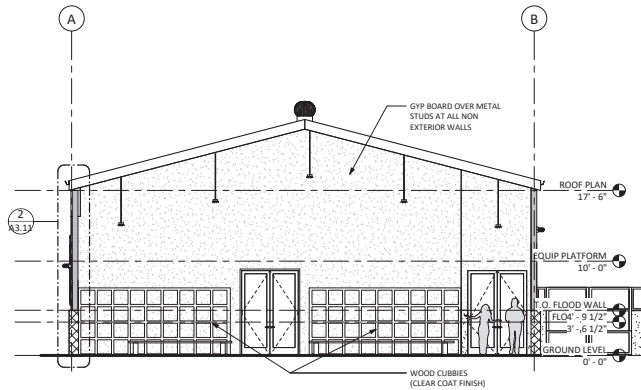
JOB NO.	SHEET NO.
DATE: 09/15/20	<b>A3.1</b>
DRAWN:	OF SHEETS
CHECKED:	
ISSUE: PLANNING SUBMITTAL	



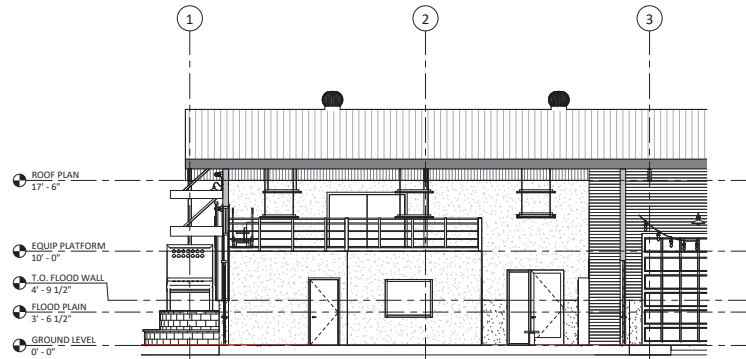
JOB NO.	SHEET NO.  <b>A3.2</b>  OF                 SHEETS
DATE: 09/15/20	
DRAWN:	
CHECKED:	
ISSUE: PLANNING SUBMITTAL	



1 LONGITUDINAL BUILDING SECTION  
3/16" = 1'-0"



2 SECTION AT STUDIO LOBBY  
3/16" = 1'-0"



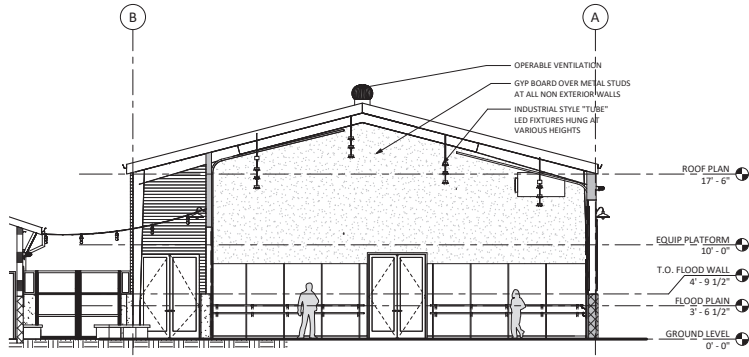
3 SECTION AT STUDIO ENTRY  
3/16" = 1'-0"

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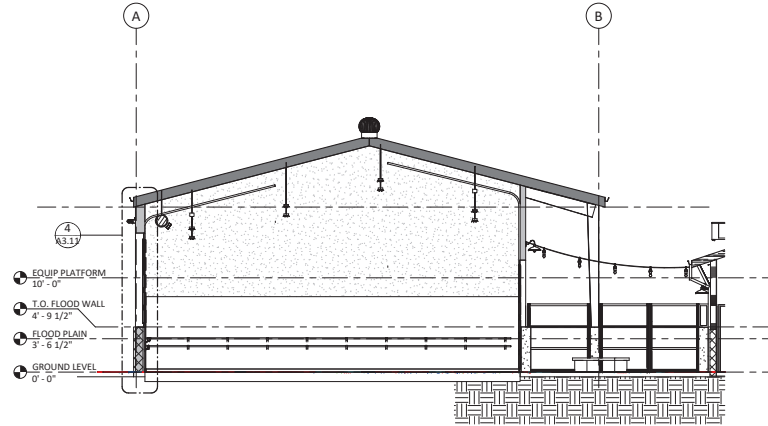
REVISIONS				
NO.	DATE	DESCRIPTION	BY	

BUILDING SECTIONS	
JOB NO.	SHEET NO.  <b>A3.5</b>  OF SHEETS
DATE: 09/15/20	
DRAWN:	
CHECKED:	
ISSUE: PLANNING SUBMITTAL	

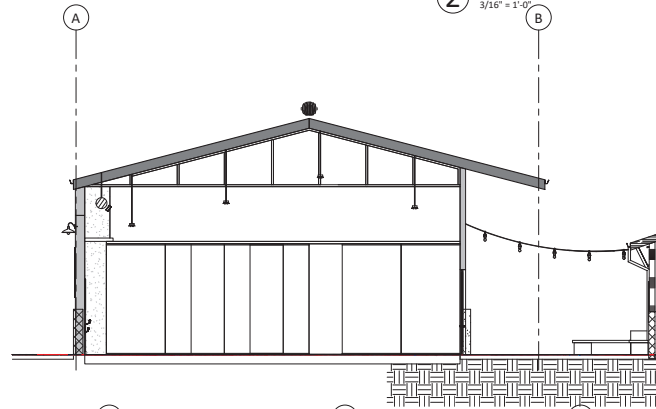




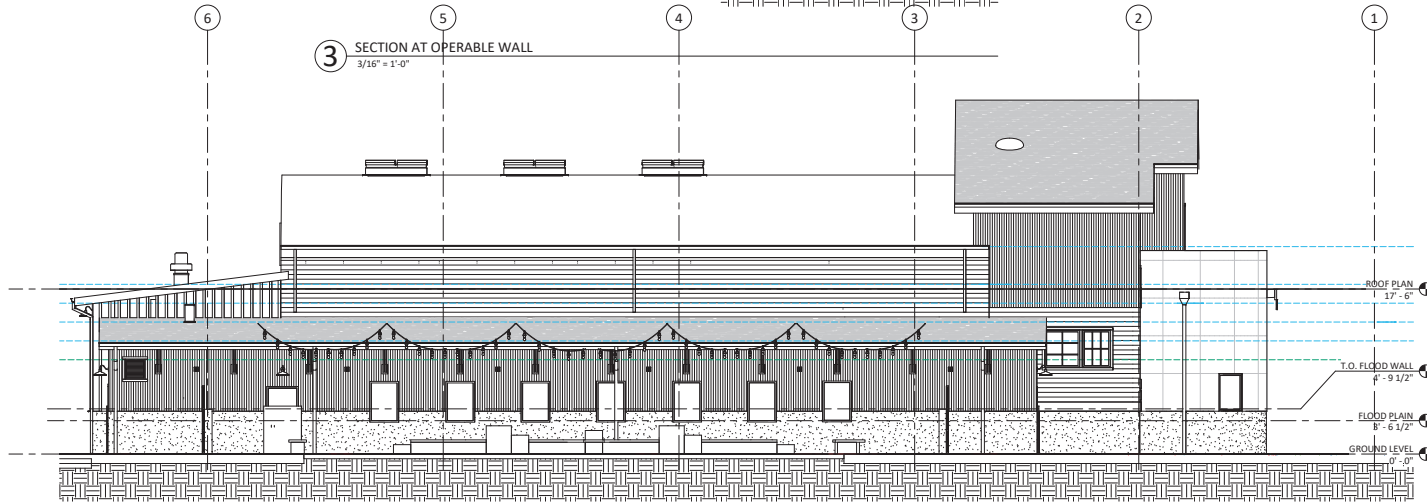
1 SECTION AT DANCE STUDIO 1  
3/16" = 1'-0"



2 SECTION AT DANCE STUDIO 2  
3/16" = 1'-0"



3 SECTION AT OPERABLE WALL  
3/16" = 1'-0"



4 LONGITUDINAL SECTION AT ALLEY  
3/16" = 1'-0"

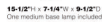
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#### REVISIONS

NO.	DATE	DESCRIPTION	BY

#### BUILDING SECTIONS

JOB NO.	SHEET NO.
DATE: 08/10/21	<b>A3.6</b>
DRAWN:	OF
CHECKED:	SHEETS
ISSUE: PLANNING SUBMITTAL	



Catalog #	Description	Ballast	Socket	Lamp	Weight	Starting Temperature	Lamp Output	Lamp Color Rendition
E-M77M8DQ	70-watt Metal Halide (MH)	120/277 volt HX ballast NPF	Porcelain, 4-kv medium base	Clear, medium base (-MH070ME)	10.8 Pounds	-22°F, -30°C	5040 lumens	65 CRI

## Feature

- Heavy-duty die-cast aluminum housing and adept, with grey polyester powder-coat finish
- Easy-install, screw-in, clear glass jar
- 5 threaded and plugged 3/4" conduit entry points
- Die-cast aluminum 4-inch junction box
- UL Listed for wet location
- 1-year warranty

## Accessories

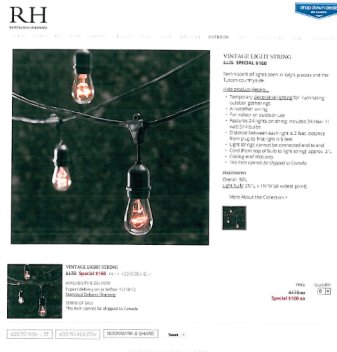
None Available

1501 96<sup>th</sup> Street Sturtevant, Wisconsin 53177 | (888)243-9445 | Fax (262)504-5409 | [www.e-conolight.com](http://www.e-conolight.com)

EXTERIOR 'JELLY-JAR' LIGHT FIXTURE:  
SURFACE MOUNTED UTILITY LIGHT WITH METAL CAGE

Vintage Light String | Light Strings | Restoration Hardware

Page 1 of 2




<http://www.restorationhardware.com/catalog/product/product.jsp?productId=prod1677169...> 11/6/2012

EXTERIOR LED STRING LIGHTS:  
DECORATIVE STRING LIGHTS TO ENHANCE OUTDOOR  
GATHERING SPACE.

# TMSLIGHTING

## Farm Light



**Features:**

- Reflector produces uniform, semi-cutoff distribution
- Highly efficient to maximize the utilization of light
- Viable with several lamp types and fixtures
- Lightweight construction for easy installation and less structural stress
- Cool operation for extended lamp and component life
- Quality components combined with the most current technology for high efficiency and reduced lighting costs
- Maintenance is simple, easy to clean and long-lasting

**Applications:**

Farm Light is ideal for illuminating indoor and outdoor areas where a basic, well-maintained luminaire would suffice. Applications include barns and arenas, feeding areas, and anywhere medium to low power is required. As an end user, make sure you have the right Farm Light for your application.

**Reflector**

The 12" diameter reflector is made of high grade aluminum. The inside is specially coated for maximum reflectance and the exterior in the specified finish. The reflector projects uniformly with semi-cutoff distribution.

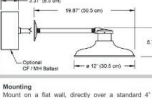
**Lamp**

Designed to operate with incandescent (150W max), compact fluorescent (40W max), and metal halide (150W max) luminaires.

**Ballast**

Provides compact fluorescent and pulse-start metal halide ballasts used with the Farm Light shape many characteristics that contribute to the quality of light, energy savings and safety.

- High ballast factor of 1 for full, maximum lumen maintenance
- Color rendering index: greater than 90
- Low THD < 10%, THN < 10%
- "Smart" rated "A" for the most quiet operation
- 15.8 mm. diameter lamp
- EOL protection switches, output off on lamp burnout
- Environmentally friendly, complying on PCB's
- Color meets all color rendering requirements
- Manufactured to ISO9002 standards



**Dimensions**

13 1/2" ± .015 in  
18.8" (Ø) 0.00 in  
Ø 12.00 in  
Ø 12.00 in  
2.75"

**Mounting**

Mount on a flat wall, directly over a standard "F" electric junction box with 3/4" holes.

**Finish**




Farm Light is available in several TMS standard, polyester powder-coated finishes, and RAL color colors to complement the theme. See the product key for available finishes.

**Compliance**

Farm Light is UL and ULTC listed, and complies with the Canadian Energy Star directive. It is tested (FCC) for all other applicable approvals.

**Customs**

TMS Lighting can customize the looks and many of our standard features. The dimensions, lamp types, enclosure and color could be modified to suit your lighting and architectural requirements.

**IP23**   

**Technical Data:**  
**Color Classification:**

**Color Rendering Index**

CRI Type : Direct

8 - 100 : 1.8  
 90 - 200 : 1.2  
 Diagonal : 1.2

**Colorimetric performance**

Vertical Plane (Phi = 0°)  
 Horizontal Plane (Theta = 90°)  
 Angle of Incidence : 107.58°

**Color Classification**

IES Classification : Type IV  
 Luminous Classification : Very Dim  
 Color Classification : Semi-Cool  
 RUG Rating : R1 to R2 - G1

Vertical Plane (Phi = 0°)  
 Horizontal Plane (Theta = 90°)  
 Angle of Incidence : 107.58°

EXTERIOR DOORWAYS / ENTRANCES:  
WALL-MOUNTED FARM LIGHT w/ 12" DIAMETER REFLECTOR.  
INSIDE OF REFLECTOR PAINT WHITE AND THE EXTERIOR TO  
BE BLACK.



TANNERY ARTS CENTER

DANCE STUDIO

1020 RIVER STREET | SANTA CRUZ, CA

## REVISIONS

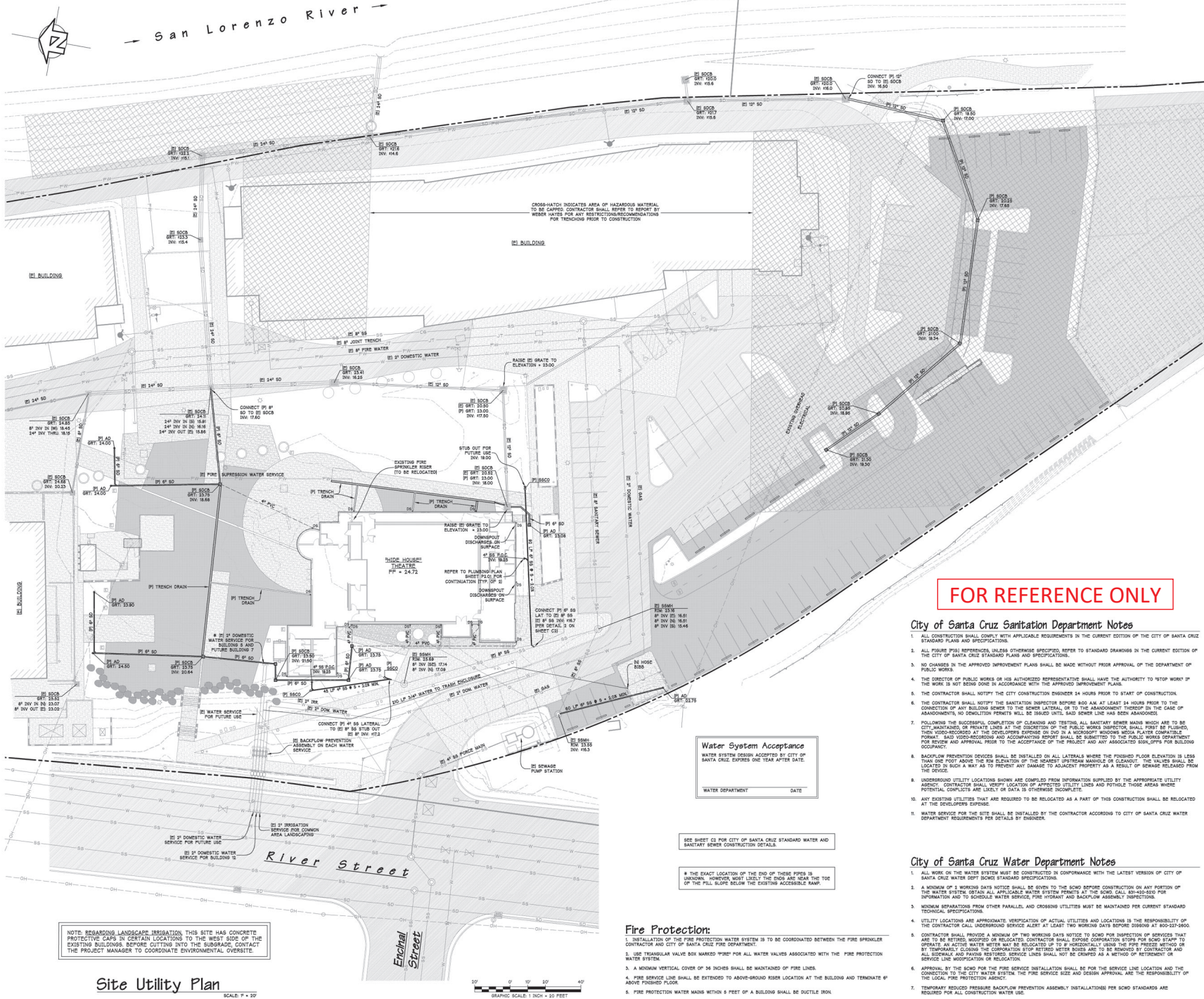
[illegible]

## EXTERIOR LIGHTING STANDARDS

JOB NO.	SHEET NO.  <b>A5.0</b>  OF SHEETS
DATE: 08/12/21	
DRAWN:	
CHECKED:	
ISSUE: PLANNING SUBMITTAL	







River Street  
Santa Cruz, California

**IFLAND ENGINEERS**  
5200 SOQUEL AVENUE, SUITE 101,  
SANTA CRUZ, CA 95062  
TEL (831) 426-5313  
FAX (831) 426-1763  
www.iflandengineers.com

For Plan Check Only  
DAVID HENRICHSEN (PCE NO. 47167) DATE



**PHASE IV**  
**HIDE HOUSE THEATER**

**FOR REFERENCE ONLY**

**City of Santa Cruz Sanitation Department Notes**

1. ALL CONSTRUCTION SHALL COMPLY WITH APPLICABLE REQUIREMENTS IN THE CURRENT EDITION OF THE CITY OF SANTA CRUZ STANDARD PLANS AND SPECIFICATIONS.
2. ALL FIGURE REFERENCES, UNLESS OTHERWISE SPECIFIED, REFER TO STANDARD DRAWINGS IN THE CURRENT EDITION OF THE CITY OF SANTA CRUZ STANDARD PLANS AND SPECIFICATIONS.
3. NO CHANGES IN THE APPROVED IMPROVEMENT PLANS SHALL BE MADE WITHOUT PRIOR APPROVAL OF THE DEPARTMENT OF PUBLIC WORKS.
4. THE DIRECTOR OF PUBLIC WORKS OR HIS AUTHORIZED REPRESENTATIVE SHALL HAVE THE AUTHORITY TO "STOP WORK" IF THE WORK IS NOT BEING DONE IN ACCORDANCE WITH THE APPROVED IMPROVEMENT PLANS.
5. THE CONTRACTOR SHALL NOTIFY THE CITY CONSTRUCTION ENGINEER 24 HOURS PRIOR TO START OF CONSTRUCTION.
6. THE CONTRACTOR SHALL NOTIFY THE SANITATION INSPECTOR BEFORE AND AS AT LEAST 24 HOURS PRIOR TO THE CONNECTION OF ANY BUILDING SEWER TO THE SEWER LATERAL OR TO THE ARROUNDMENT THEREOF IN THE CASE OF ARROUNDMENTS NO DRAINAGE PERMITS WILL BE ISSUED UNTIL A SEWER LINE HAS BEEN ARROUNDMENT.
7. FOLLOWING THE SUCCESSFUL COMPLETION OF CLEANING AND TESTING THE PUBLIC WORKS INSPECTOR SHALL FIRST BE PLACED, THEN VERIFIED BY THE ENGINEER'S EXAMINATION OF THE WORK IN A WORKSHOP REVIEW MEETING. AFTER COMPLETION OF THE WORK, THE CONTRACTOR SHALL SUBMIT A FINAL REPORT TO THE PUBLIC WORKS DEPARTMENT FOR REVIEW AND APPROVAL PRIOR TO THE ACCEPTANCE OF THE PROJECT AND ANY ASSOCIATED SIDEWALKS FOR BUILDING OCCUPANCY.
8. BACKFLOW PREVENTION DEVICES SHALL BE INSTALLED ON ALL LATERALS WHERE THE FINISHED FLOOR ELEVATION IS LESS THAN ONE FOOT ABOVE THE LOW ELEVATION OF THE NEAREST UPSTREAM MANHOLE OR CLEANOUT. THE VALVES SHALL BE LOCATED IN SUCH A WAY AS TO PREVENT ANY DAMAGE TO ADJACENT PROPERTY AS A RESULT OF SEWER RELEASED FROM THE SYSTEM.
9. UNDERGROUND UTILITY LOCATIONS SHOWN ARE COMPILED FROM INFORMATION SUPPLIED BY THE APPROPRIATE UTILITY AGENCY. CONTRACTOR SHALL VERIFY LOCATION OF AFFECTED UTILITY LINES AND POTENTIAL THOSE AREAS WHERE POTENTIAL CONFLICTS ARE LIKELY OR DATA IS OTHERWISE INCOMPLETE.
10. ANY EXISTING UTILITIES THAT ARE REQUIRED TO BE RELOCATED AS A PART OF THIS CONSTRUCTION SHALL BE RELOCATED AT THE DEVELOPER'S EXPENSE.
11. WATER SERVICE FOR THE SITE SHALL BE INSTALLED BY THE CONTRACTOR ACCORDING TO CITY OF SANTA CRUZ WATER DEPARTMENT REQUIREMENTS FOR DETAILS BY ENGINEER.

**City of Santa Cruz Water Department Notes**

1. ALL WORK ON THE WATER SYSTEM MUST BE CONSTRUCTED IN CONFORMANCE WITH THE LATEST VERSION OF CITY OF SANTA CRUZ WATER DEPT. BOUND STANDARD SPECIFICATIONS.
2. A MINIMUM OF 5 WORKING DAYS NOTICE SHALL BE GIVEN TO THE SCD BEFORE CONSTRUCTION ON ANY PORTION OF THE WATER SYSTEM. OBTAIN ALL APPLICABLE WATER SYSTEM PERMITS AT THE SCD CALL 506-4555 FOR INFORMATION AND TO SCHEDULE WATER SERVICE, FIRE HYDRANT AND BACKFLOW ASSEMBLY INSPECTIONS.
3. MINIMUM SEPARATION FROM OTHER PARALLEL AND CROSSING UTILITIES MUST BE MAINTAINED FOR CURRENT STANDARD TECHNICAL SPECIFICATIONS.
4. UTILITY LOCATIONS ARE APPROXIMATE. VERIFICATION OF ACTUAL UTILITIES AND LOCATIONS IS THE RESPONSIBILITY OF THE CONTRACTOR. CALL UNDERGROUND SERVICE ALERT AT 800-527-8600.
5. CONTRACTOR SHALL PROVIDE A MINIMUM OF TWO WORKING DAYS NOTICE TO SCD FOR INSPECTION OF SERVICES THAT ARE TO BE INSTALLED OR EXISTING CONTRACTOR SHALL EXPOSE CONDUITS FOR THE FIRE PROTECTION SYSTEM TO OPERATE. AN ACTIVE WATER MAIN SHALL BE RELOCATED TO A HORIZONTAL POSITION USING THE FIRE PRESSURE METHOD OR BY TEMPORARILY CLOSING THE CONDUIT. STOP RETURNED WATER DOWNSHED TO BE REMOVED BY CONTRACTOR AND ALL SIDEWALKS AND PAVING RESTORED SERVICE LINES SHALL NOT BE CRUMPLED AS A METHOD OF RETIREMENT OR SERVICE LINE ABANDONMENT OR RELOCATION.
6. APPROVAL BY THE SCD FOR THE FIRE SERVICE INSTALLATION SHALL BE FOR THE SERVICE LINE LOCATION AND THE CONNECTION TO THE CITY WATER SYSTEM. THE FIRE SERVICE SIZE AND DESIGN APPROVAL ARE THE RESPONSIBILITY OF THE LOCAL FIRE PROTECTION AGENCY.
7. TEMPORARY REDUCED PRESSURE BACKFLOW PREVENTION ASSEMBLY INSTALLATIONS PER SCD STANDARDS ARE REQUIRED FOR ALL CONSTRUCTION WATER USE.

**Fire Protection:**

1. INSTALLATION OF THE FIRE PROTECTION WATER SYSTEM IS TO BE COORDINATED BETWEEN THE FIRE SPRINKLER CONTRACTOR AND CITY OF SANTA CRUZ FIRE DEPARTMENT.
2. USE TRIANGULAR VALVE BOX MARKED "FIRE" FOR ALL WATER VALVES ASSOCIATED WITH THE FIRE PROTECTION WATER SYSTEM.
3. A MINIMUM VERTICAL COVER OF 36 INCHES SHALL BE MAINTAINED OF FIRE LINES.
4. FIRE SERVICE LINE SHALL BE EXTENDED TO ABOVE-GROUND RISER LOCATION AT THE BUILDING AND TERMINATE AT ABOVE FINISHED FLOOR.
5. FIRE PROTECTION WATER MAINS WITHIN 5 FEET OF A BUILDING SHALL BE DUCTILE IRON.

Site Utility Plan  
SCALE: 1" = 30'



**SITE UTILITY PLAN**

JOB NO.	IEI 12040	SHEET NO.
DATE:	12/20/12	
DRAWN:	JAIREC	
CHECKED:	DAH	
ISSUE:	PLANNING SUBMITAL	

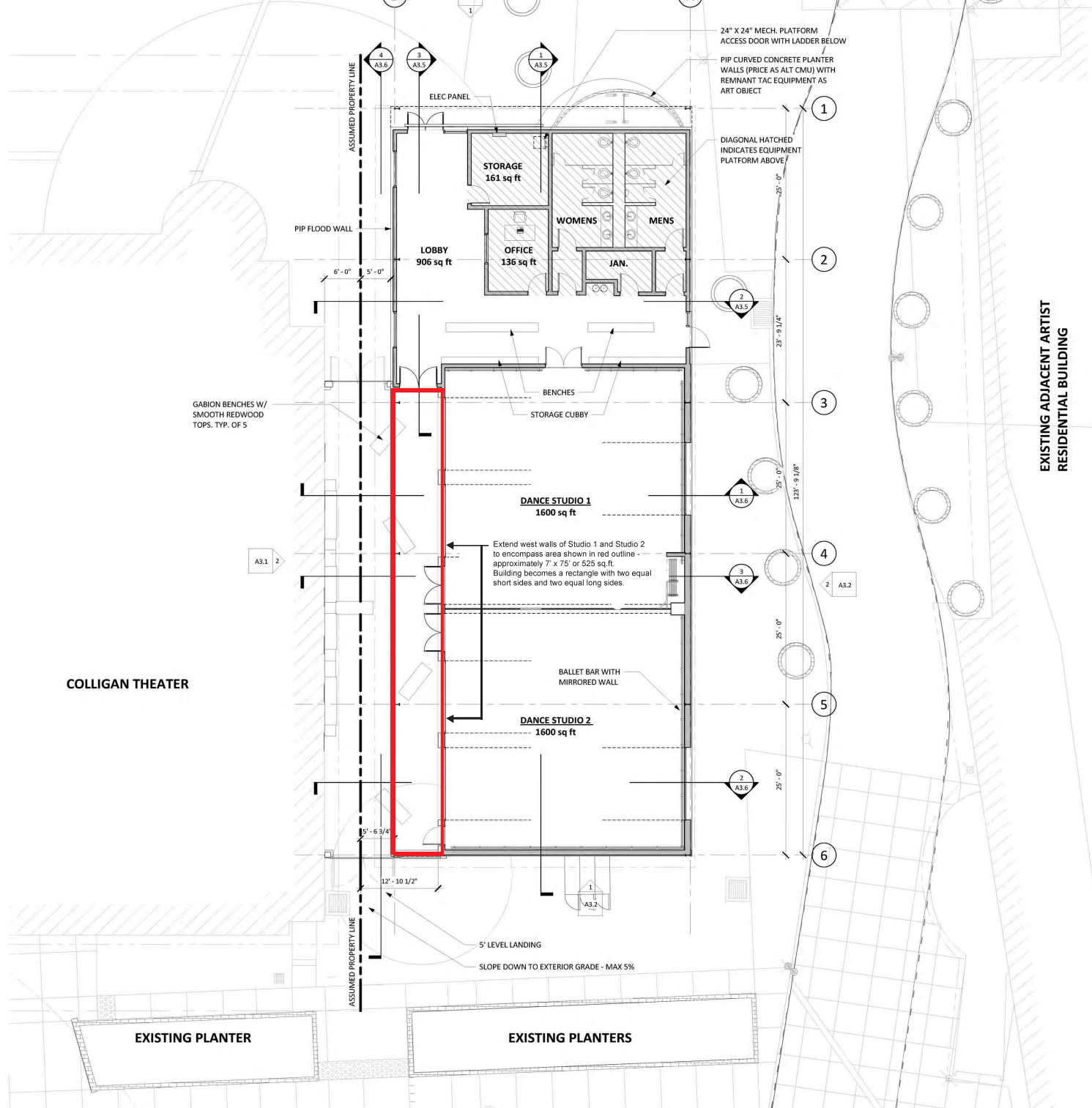
**C4**

**Exhibit B**

**Proposed Revisions to Building Footprint  
and  
Proposed Interior Changes**

*(begins next page)*





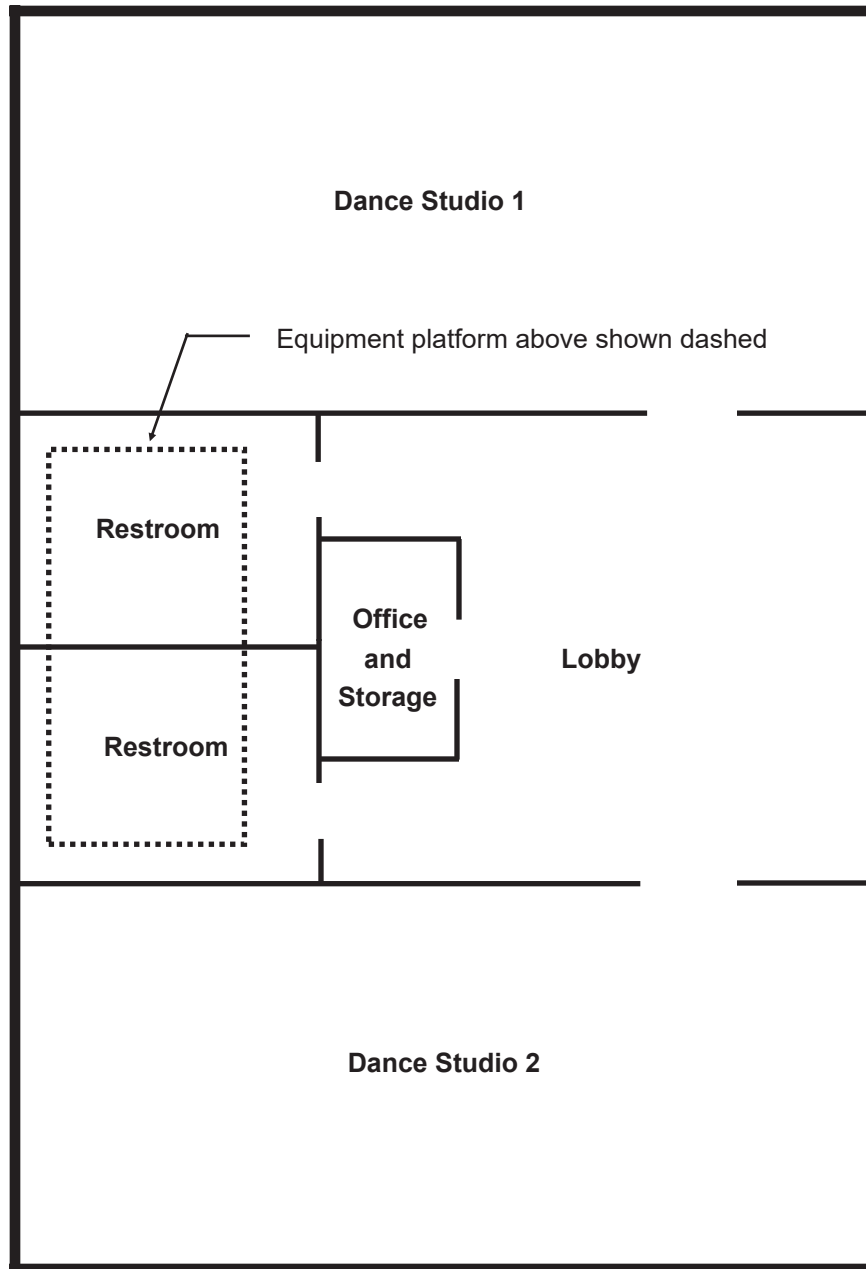
1

GROUND LEVEL

1/8" = 1'-0"

Tannery Dance and Performance Building  
Proposed Revision to Building Footprint 19Sept2022





**Tannery Dance and Performance Building**  
**Proposed Interior Revisions 19Sept2022**

**Not to Scale**

**Notes**

1. See also "Proposed Revision to Building Footprint 19Sept2022".
2. See additional notes next page.

**Additional Notes:**

- a. Ventilation in studios - ceiling fans, cross ventilation (high openable windows?).
- b. Sound insulation.
- c. Resilient floors.
- d. Windows high on east/west wall - fixed or openable.
- e. Storage space - approximately 60 sq.ft. for tables and chairs; may require incorporating into one of the studios.
- f. Janitorial sink - incorporate into one of the bathrooms.
- g. Eliminate closed lobby.
- h. Access studios through office/lobby.
- i. Eliminate movable divider wall between studios; install fixed partition wall instead.
- j. Eliminate roll-up garage doors.
- k. Eliminate cubbies/storage .
- l. Flip building horizontally; access from east side.

**Exhibit C**

**Design Permit Review Letter dated Oct. 4, 2021**

*(begins next page)*



809 Center Street • Room 101 • Santa Cruz, CA 95060 • www.cityofsantacruz.com  
**LEE BUTLER, DIRECTOR**

October 4, 2021

Bonnie Lipscomb  
337 Locust St.  
Santa Cruz, CA 95060

**RE: 1020 River St. CP21-0080 APN 008-661-14**  
**Historic Alteration Permit and Minor Modification to permit 04-261 for a new 5,360 square foot dance studio building at the Tannery Arts Center in the IG/PER / FP-O (General Industrial/Performance Overlay Zone / Flood Plain Overlay) zone district.**

Dear Applicant:

Thank you for choosing to invest in the City of Santa Cruz. A review of your second submittal for the above-referenced application by city staff has determined that there are items required to consider the application complete as well as items that present concerns with the proposed design. Please submit one set of pdf plans or documents that address the following comments.

Items of incompleteness include:

- **Parking.** Thank you for submitting a site plan showing the parking for the entire Tannery site. The parking calculations on the plan sheet are different from those shown for this project. Please revise the sheet to include the below calculation and show only those parking spaces in existence today. Based on the existing spaces shown on the plans, plus the indication of 129 garage spaces, there appear to be 351 existing spaces and not 350. Please revise the total to match the number of spaces.

		M-F 8am-5pm		M-F 6pm-12am		M-F 12am-6am		Sa-Su 8am-5pm		Sa-Su 6pm-12am		Sa-Su 12am-6am	
	Required	%	Number	%	Number	%	Number	%	Number	%	Number	%	Number
Residential	176	70	123.2	100	176	100	176	80	140.8	100	176	100	176
Office (Kron House / Cultural Council)	15	100	15	20	3	5	0.75	5	0.75	5	0.75	5	0.75
Restaurant/Bistro	6	30	1.8	50	3	0	0	40	2.4	50	3	0	0
Theaters	79	20	15.8	80	63.2	10	7.9	80	63.2	100	79	10	7.9
Studio	68	70	47.6	30	20.4	5	3.4	35	23.8	30	20.4	5	3.4
Dance building	22	40	8.8	50	11	5	1.1	35	7.7	25	5.5	5	1.1
Total	366		212.2		276.6		189.15		238.65		284.65		189.15

- **Archaeological report.** The project site is located in an area mapped as both sensitive and highly sensitive for archaeological resources. General Plan policy HA1.2.2 requires an archaeological investigation for projects within these mapped areas. While there appears to have been previous grading or other soil disturbing activity on the site that would typically exempt a project from archaeological review in an area mapped as sensitive, no such exemption applies for areas mapped as highly sensitive. Therefore, an archaeological investigation is required for this project. The investigation must include archival research, site reconnaissance, and any additional testing needed by the archaeologist. A list of qualified archaeologists is attached. Please submit a pdf copy of the report with your resubmittal.



- **Storm water review incomplete items.** The following Storm water review items need to be completed now:
  - Appendix A Worksheet: Please submit an Appendix A LID Worksheet entitled “Storm Water and Low-Impact Development BMP Requirement Worksheet” which is available in Chapter 6B of the City's Storm Water BMPs for Development Projects (please see [www.cityofsantacruz.com/LID](http://www.cityofsantacruz.com/LID)). Please include all new and replaced impervious areas such as: building footprints, decks, driveways, patios, walkways, etc. Please label all impervious areas on applicable plan sheets.
  - It currently appears that this Project is subject to Tier 1 and 2 requirements of the Regional Water Quality Control Board (RWQCB) Post-Construction Requirements (PCRs). However completion of the Appendix A worksheet (see above) will clarify the applicable Tiers. If subject to Tier 2 requirements, the Project will need to include water quality treatment BMPs to treat the water prior to discharge to the storm drain system in accordance with Tier 2.
  - Please show where and how the roof leaders will drain on the applicable plan sheet(s) and the BMPs proposed to comply with the City's Chapter 6B Storm Water BMPs and the RWQCB Post-Construction Requirements (PCRs). Please include a detail for each proposed BMP.
  - If the Project is subject to the PCRs Tier 2 requirements, then the items below shall be submitted. If the project is subject to only Tier 1, then a Storm Water Control Plan report is not required and an O&M Plan/Maintenance Agreement may/may not be required depending on the proposed BMPs. Please note that, as discussed with the Project Team on 9/14/21, the Applicant will research and City staff will review if the project qualifies for delayed submittal of certain items, per Conditions of Approval, until the Building Permit application phase.
    - **Storm Water Control Plan (SWCP) Report:** A preliminary SWCP report shall be submitted with plan designs demonstrating that the project meets the requirements in Chapter 6B of the City's Best Management Practices Manual- Storm Water BMPs for Private and Public Development Projects and the requirements of all applicable RWQCB Post-Construction Requirements (PCRs) tiers. For example, a Tier 4 project shall meet Tier 1, Tier 2, Tier 3 and Tier 4.
      - The SWCP report shall follow the outline in Chapter 6B, Appendix B, and shall be submitted in an 8 ½ x 11 inch report format. An electronic copy of the SWCP may be emailed to Suzanne Healy, Associate Planner, at [shealy@cityofsantacruz.com](mailto:shealy@cityofsantacruz.com).
      - In the SWCP Report and on the SWCP sheet, please include a DMA & SCM table that itemizes each DMA and its respective SCM. For each SCM, please include a column for the minimum area required to meet each applicable RWQCB PCR Tier and an adjacent column(s) for the area provided.
      - Please refer to City of Santa Cruz “Storm Water Best Management Practices For Private and Public Development Projects” Appendix B for an outline of what shall be included in the Storm Water Control Plan report. Also, please see the Storm Water Checklist included in the Design Permit Application materials as to what should be included in the project plan sheets and SWCP report.
    - **Operations and Maintenance Plan (O&M Plan):** A preliminary O&M Plan shall be submitted with the design permit application. The O&M Plan shall include at a minimum: 1) site plan showing the location of drainage structures and structural control measures; 2) O&M procedures, timing, and frequency for maintenance of LID features and drainage systems, and include applicable BMPs from Chapter 6B of the City's Storm Water BMPs for Development Projects; 3) cost estimates for maintenance; and 4) BMPs for any Special Site Conditions (see pages 30-31), e.g. trash enclosure, parking, etc. The O&M Plan can be included as a SWCP appendix. (The final O&M Plan can be submitted at the Building Permit application phase and shall include the signed Maintenance Agreement as an attachment).
- **CEQA review.** The CEQA review will be completed once the application is complete. Although likely to be exempt from CEQA since the project probably falls within the existing EIR for the

October 4, 2021  
**1020 River St. – CP21-0080**

Tannery redevelopment, depending on the CEQA determination made, additional fees may be due.

Please review these comments in detail to determine whether you have any questions or concerns. Department representatives can be contacted individually. I can also arrange a meeting with key departments if you wish.

Submittal of the above-requested materials or corrections in one (1) package is preferred. Note that when additional information is submitted, in accordance with the Permit Streamlining Act, a new thirty-(30) day review period is established; however, staff will make every effort to turn around comments sooner than the maximum allowed under State law. Contact me at (831) 420-5247 or [cstanger@cityofsantacruz.com](mailto:cstanger@cityofsantacruz.com) if you have any questions regarding this letter or the process.

Sincerely,



Clara Stanger  
Senior Planner

cc: Joe Hall, Marty Ackerman, Michael Zelter

**Exhibit D**

**Applicable Mitigation Measures  
from Salz Tannery Final Environmental Impact Report dated 2005  
and  
Environmental Narrative dated 2021**

*(begins next page)*

**TANNERY ARTS CENTER Mitigation Monitoring and Reporting Program**  
**From the Final Environmental Impact Report, Tannery Arts Center, Strelow Consulting, April 2005**

Mitigation Measure	Implementation Actions	Monitoring/ Reporting Responsibility	Monitoring, Reporting, and/or Timing Requirements	Applicability to the Dance and Performance Building
<b>BIOLOGICAL RESOURCES</b>				
<b>MITIGATION MEASURE 2-1:</b> If demolition or renovation activities commence during the breeding season of native bat species (April 1 through August 31); require that a field survey be conducted by a qualified biologist to determine if active roosts of special-status bats, such as pallid bat, are present in the buildings. The field survey shall be conducted in late April or early May, when bats are establishing maternity roosts, but before pregnant females give birth. If no roosting bats were found, no further mitigation would be required. If roosting bats are found, bats should be excluded from establishing maternity roosts in the buildings by installing enclosures. If these actions do not result in exclusion, a qualified biologist in possession of an applicable Department of Fish and Game Memorandum of Understanding should remove and relocate the roosting bats.	<ul style="list-style-type: none"> <li>Include measure as Condition of Approval.</li> <li>Conduct bat surveys, consult with California Department of Fish and Game, as necessary, and implement appropriate exclusion measures if needed.</li> <li>Submit survey results to Planning &amp; Community Development Dept. for review.</li> <li>Submit proof of installation of exclusion measures and/or bat relocation measures, if needed, to Planning &amp; Community Development Department.</li> </ul>	<ul style="list-style-type: none"> <li>Redevelopment Agency and/or ground lessee is responsible for conducting surveys and submitting to the Planning &amp; Community Development Department.</li> <li>California Department of Fish and Game responsible for consulting with the Redevelopment Agency, as necessary.</li> <li>City Planning &amp; Community Development Dept. is responsible for reviewing surveys prior to issuance of permits.</li> </ul>	Conduct bat surveys of existing buildings prior to initiation of construction activities, if such activities would occur during the breeding season of native bat species (April 1 through August 31) <i>and prior to any ground disturbance and issuance of heritage tree removal and grading permits.</i>	Not applicable.  No demolition or renovation of existing buildings involved.
<b>FLOOD HAZARDS</b>				
<b>MITIGATION MEASURE 3-1:</b> Notify all tenants and residents of potential flood hazards, and advise that flood-tolerant contents be located on the first floor and that sensitive equipment and materials are located above the site flood elevations.	<ul style="list-style-type: none"> <li>Include measure as Condition of Approval.</li> <li>Prepare notification materials to be included with tenant lease and submit to Planning &amp; Community Development Department for review.</li> </ul>	<ul style="list-style-type: none"> <li>Redevelopment Agency and/or ground lessee is responsible for preparation and distribution of notification materials as part of lease.</li> <li>Planning &amp; Community Development Dept. and City Attorney are responsible for review of notification materials.</li> </ul>	Prepare notification materials and submit to City departments for review and approval <i>prior to final building inspection and/or issuance of occupancy permits.</i>	Applicable.  Notification will be included in all leases for the Dance Building.
<b>MITIGATION MEASURE 3-3:</b> Require that all storage of chemicals and wastes be situated in contained, flood-proofed areas.	<ul style="list-style-type: none"> <li>Include measure as Condition of Approval.</li> <li>Include measure in final building plans.</li> </ul>	<ul style="list-style-type: none"> <li>Redevelopment Agency and/or ground lessee is responsible for including design in final site plans.</li> <li>Community, Public Works and Fire Dept. staff are responsible for review of plans.</li> </ul>	Review of building plans <i>prior to issuance of building permits.</i>	Not Applicable.  Mitigation measure complied with during prior development of the initial Tannery Arts Center project.
<b>MITIGATION MEASURE 3-4:</b> Develop and implement an emergency response and evacuation plan to warn site tenants, users, and residents in advance of need to evacuate the property in the event of a flood.	<ul style="list-style-type: none"> <li>Include measure as Condition of Approval.</li> <li>Prepare emergency response and evacuation plan and submit to Planning &amp; Community Development, Fire and Police Depts. for review.</li> </ul>	<ul style="list-style-type: none"> <li>Redevelopment Agency and/or ground lessee is responsible for preparation of evacuation plan.</li> <li>Planning &amp; Community Development, Fire and Police Dept. staff are responsible for review of plan.</li> </ul>	Prepare plan and submit to City departments for review and approval <i>prior to final building inspection and/or issuance of occupancy permits.</i>	Applicable.  Plan developed as part of the initial Tannery Arts Center project. The Plan will be referenced in leases for the Dance Building.

(con't next page)



Mitigation Measure	Implementation Actions	Monitoring/ Reporting Responsibility	Monitoring, Reporting, and/or Timing Requirements	Applicability to the Dance and Performance Building
<b>GEOLOGY AND SOILS</b>				
<b>MITIGATION MEASURE IS-1:</b> Conduct a final structural analysis of the existing buildings and planned uses and occupancy to confirm structural and seismic upgrades necessary to meet State Historic Building Code requirements, and include those recommendations in building plans.	<ul style="list-style-type: none"> <li>Include measure as Condition of Approval.</li> <li>Conduct structural analysis and include recommendations in final building designs and plans.</li> <li>Coordinate this measure with Mitigation Measures IS-2 and 5-1.</li> </ul>	<ul style="list-style-type: none"> <li>Redevelopment Agency and/or ground lessee is responsible for conducting structural analysis and for incorporating recommendations in building plans.</li> <li>Building Dept. staff are responsible for reviewing building plans.</li> </ul>	Review of building plans <i>prior to issuance of building permits.</i>	<p>Not applicable.</p> <p>Mitigation measure applies to use, occupancy, and upgrades to existing buildings, not the construction of a new building.</p>
<b>MITIGATION MEASURE IS-2:</b> Conduct site-specific geotechnical investigation in areas of new proposed structures and design and construct new buildings in accordance with the recommendations contained in the geotechnical report with regards to potential liquefaction, settlement, and other geotechnical constraints or hazards. Areas subject to liquefaction (or other sources of instability identified in the soils and geology reports) would be mitigated by appropriate means such as densification, and removal of the liquefiable soil layer; or by utilizing special foundation designs, as identified in the site-specific geotechnical reports.	<ul style="list-style-type: none"> <li>Include measure as Condition of Approval.</li> <li>Conduct site-specific geotechnical investigation and include recommendations in final building designs and plans.</li> <li>Submit geotechnical investigation to Planning &amp; Community Development Department for review.</li> </ul>	<ul style="list-style-type: none"> <li>Redevelopment Agency and/or ground lessee is responsible for conducting site-specific geotechnical investigation, for incorporating recommendations into final building plans, and submitting to the Planning &amp; Community Development Department.</li> <li>Planning &amp; Community Development Department staff are responsible for review of investigation and building plans.</li> </ul>	Complete geotechnical investigation and building plans <i>prior to issuance of grading and building permits.</i>	<p>Applicable.</p> <p>Design and construction of the Dance Building will conform with the geotechnical report and be reflected in the Construction Drawings.</p>
<b>HAZARDOUS MATERIALS</b>				
<b>MITIGATION MEASURE 4-1:</b> Implement site remediation actions or require proof that such remediation actions have been implanted in accordance with the Remedial Action Plan, prepared under the direction of, and approved by, the California Department of Toxic Substances Control to remediate soil and groundwater contamination on the site. For some areas, no action will be recommended. The remediation plan will include, but not be limited to: soil excavation and offsite disposal, source area soil excavation and capping and/or capping alone for contaminated soils. The plan will also provide for groundwater remediation that could include monitoring the natural biodegradation already occurring at the site, and/or other more active technologies, including, but not limited to, soil vapor extraction or in-situ chemical oxidation. Additionally, the use of engineering controls (e.g., venting and/or use of geomembrane barriers beneath building foundations) will be recommended to minimize risks of methane-related explosion hazards.	<ul style="list-style-type: none"> <li>Include measure as Condition of Approval.</li> <li>Specific actions are specified in the measure.</li> </ul>	<ul style="list-style-type: none"> <li>Property Owner is responsible for preparation and implementation of RAP and for conducting on-going monitoring, if required by RAP.</li> <li>DTSC is responsible for reviewing and approving RAP, and for overseeing and/or reviewing results of on-going monitoring, if required by RAP.</li> </ul>	<ul style="list-style-type: none"> <li>Implement final approved RAP prior to initiation of project construction, or as specified in the RAP.</li> <li>Property Owner to provide proof of completion of remediation and agency sign-off <i>prior to issuance of grading permit.</i></li> </ul>	<p>Not applicable.</p> <p>The entire Tannery campus was remediated under a CA DTSC-approved plan. Soil remediation measures were taken and soil caps and monitoring wells put in place where required.</p> <p>A Remedial Action Plan is not required for the site of the Dance Building. All foundations and ground-disturbing activities for the Dance Building are located outside of any of the Land Use Covenant designated caps and monitoring well network.</p>

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Mitigation Measure	Implementation Actions	Monitoring/ Reporting Responsibility	Monitoring, Reporting, and/or Timing Requirements	Applicability to the Dance and Performance Building
<b>MITIGATION MEASURE 4-2:</b> Prepare and implement a Site-Specific Health and Safety Plan (HSP) to notify and ensure that construction and utility workers use safe work practices during ground-disturbing activities on the project site, including, but not limited to, the use of personal protective equipment (such as dust masks, gloves, coveralls, etc.). On-going monitoring, inspections, and training during construction shall be conducted to ensure that the HSP is fully implemented. Measures will also be implemented to inform future utility workers of these safe practices. Alternately, utility lines could be installed in clean utility corridors.	<ul style="list-style-type: none"> <li>Include measure as Condition of Approval.</li> <li>Prepare HSP for inclusion in all construction specifications</li> <li>Submit HSP to Planning &amp; Community Development Dept. and other regulatory agencies, as may be required, for review.</li> <li>Conduct monitoring and inspections during construction and submit findings and proof of compliance to Planning &amp; Community Development Dept.</li> </ul>	<ul style="list-style-type: none"> <li>Redevelopment Agency and/or ground lessee is responsible for preparation of HSP and conducting or contracting to conduct monitoring and inspections during construction.</li> <li>Planning &amp; Community Development Dept. staff are responsible for review of plan and construction specifications.</li> </ul>	<ul style="list-style-type: none"> <li>Prepare HSP and construction specifications and submit to City departments for review and approval <i>prior to issuance of grading and building permits.</i></li> <li>Conduct on-going monitoring, inspections, and training during construction and provide proof of compliance to Planning &amp; Community Development Dept. <i>during construction at intervals specified by the City.</i></li> </ul>	<p>Applicable.</p> <p>The Site-Specific HSP will be included in the Project Specifications.</p>
<b>MITIGATION MEASURE 4-3:</b> Install vapor barriers in existing tannery buildings that will be renovated and reused as part of the project. Barriers should be installed during renovations and prior to occupation of the reused buildings.	<ul style="list-style-type: none"> <li>Include measure as Condition of Approval.</li> <li>Include measure on building plans for renovation of existing buildings.</li> </ul>	<ul style="list-style-type: none"> <li>Redevelopment Agency and/or ground lessee is responsible for inclusion of measure in building plans.</li> <li>Planning &amp; Community Development Dept. staff is responsible for review of building plans.</li> </ul>	<ul style="list-style-type: none"> <li>Review of building plans prior to issuance of building permits.</li> <li>Site inspection during construction.</li> </ul>	<p>Not applicable.</p> <p>No renovation of existing buildings involved.</p>
<b>MITIGATION MEASURE 4-4:</b> Utilize deconstruction processes rather than demolition, wherever feasible, to minimize disturbance to hazardous substances. Remove all potentially friable asbestos prior to building demolition or any renovation and reuse that could disturb asbestos. Removal of such materials shall occur in accordance with the National Emissions Standard for Hazardous Air Pollutants (NESHAP) guidelines.	<ul style="list-style-type: none"> <li>Include measure as Condition of Approval.</li> <li>Obtain permit for removal of asbestos from existing buildings from the MBUAPCD.</li> <li>Include measure and other conditions of approval in MBUAPCD permit in construction specifications for demolition.</li> <li>Provide MBUAPCD permit to Planning &amp; Community Development Dept.</li> </ul>	<ul style="list-style-type: none"> <li>Redevelopment Agency and/or ground lessee is responsible for obtaining MBUAPCD permit and including measures in construction specifications.</li> <li>Planning &amp; Community Development Dept. staff are responsible for review of building plans and construction specifications.</li> </ul>	<ul style="list-style-type: none"> <li>Obtain MBUAPCD permit and review of building plans and construction specifications <i>prior to issuance of demolition and building permits.</i></li> <li>Conduct monitoring of asbestos removal activities, if required by MBUAPCD permits, and provide reporting to MBUAPCD and City Planning &amp; Community Development Dept. <i>during construction at intervals specified by the City.</i></li> </ul>	<p>Not applicable.</p> <p>No deconstruction, demolition, or asbestos abatement involved.</p>
<b>MITIGATION MEASURE 4-5:</b> Prior to demolition of structures constructed prior to 1978, remove all peeling and flaking paint and dispose of separately from other building debris, in accordance with current DTSC requirements. Any debris containing lead paint or coating must be disposed of at landfills that have the appropriate acceptance criteria. If such structures are to be renovated and reused they should be repainted with non-lead based paints.	<ul style="list-style-type: none"> <li>Include measure as Condition of Approval.</li> <li>Include measure in construction specifications for renovation or demolition of existing tannery buildings.</li> </ul>	<ul style="list-style-type: none"> <li>Redevelopment Agency and/or ground lessee is responsible for inclusion of measure in construction specifications.</li> <li>Planning &amp; Community Development Dept. staff are responsible for review of building plans and construction specifications.</li> </ul>	<p>Review of building plans and construction specifications <i>prior to issuance of demolition and building permits.</i></p>	<p>Not applicable.</p> <p>No demolition of pre-1978 structures involved.</p>

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Mitigation Measure	Implementation Actions	Monitoring/ Reporting Responsibility	Monitoring, Reporting, and/or Timing Requirements	Applicability to the Dance and Performance Building
<b>MITIGATION MEASURE 4-6:</b> During demolition of structures constructed prior to 1978, follow the Cal/OSHA Lead in Construction Standard, Title 8 California Code of Regulations (CCR) 1532.1 requirements, which include using training, air monitoring, and dust control.	<ul style="list-style-type: none"> <li>Include measure as Condition of Approval.</li> <li>Include measure in construction contracts for demolition of existing tannery buildings.</li> <li>Conduct monitoring during construction and provide results to Planning &amp; Community Development Dept.</li> </ul>	<ul style="list-style-type: none"> <li>Redevelopment Agency and/or ground lessee is responsible for inclusion of measure in construction contracts and construction monitoring.</li> <li>Planning &amp; Community Development Dept. staff are responsible for review of building plans and specifications.</li> </ul>	<ul style="list-style-type: none"> <li>Review of building plans and construction specifications <i>prior to issuance of demolition and building permits.</i></li> <li>Conduct monitoring during building demolition to ensure air monitoring and dust control per Cal/OSHA requirements, and provide reporting to MBUAPCD and City Planning &amp; Community Development Dept. <i>during construction at intervals specified by the City.</i></li> </ul>	<p>Not applicable.</p> <p>No demolition of pre-1978 structures involved.</p>
<b>MITIGATION MEASURE 4-7:</b> Prior to demolition of structures constructed prior to 1978, remove all fluorescent light ballasts and tubes and dispose of in accordance with USEPA requirements.	<ul style="list-style-type: none"> <li>Include measure as Condition of Approval.</li> <li>Include measure in construction specifications for demolition of existing tannery buildings.</li> </ul>	<ul style="list-style-type: none"> <li>Redevelopment Agency and/or ground lessee is responsible for inclusion of measure in construction specifications and construction monitoring.</li> <li>Planning &amp; Community Development Dept. staff are responsible for review of building plans and specifications.</li> </ul>	<p>Review of building plans and construction specifications <i>prior to issuance of demolition and building permits.</i></p>	<p>Not applicable.</p> <p>No demolition of pre-1978 structures involved.</p>
<b>MITIGATION MEASURE 4-8:</b> Dispose of all hazardous materials on the project site in accordance with local, state, and federal hazardous materials regulations.	<ul style="list-style-type: none"> <li>Include measure as Condition of Approval.</li> <li>Include measure in remediation and construction specifications.</li> <li>Provide proof of proper disposal to State (DTSC), County (Environmental Health) and City Planning &amp; Community Development Dept.</li> </ul>	<ul style="list-style-type: none"> <li>Property Owner is responsible for preparation and implementation of Remediation Action Plan, including proper disposal as specified by regulatory agencies.</li> <li>DTSC is responsible for reviewing and approving RAP, and for overseeing and/or reviewing results of on-going monitoring, if required by RAP.</li> <li>Redevelopment Agency is responsible for inclusion of measure in construction specifications for building demolitions and renovations.</li> </ul>	<p>Property Owner to provide proof of completion of remediation and agency sign-off <i>prior to issuance of grading permit.</i></p>	<p>Not applicable.</p> <p>No demolition or renovation involved.</p> <p>See also response to Mitigation Measure 4-1 above.</p>
<b>MITIGATION MEASURE 4-9:</b> Require the project to include a central community disposal area where hazardous artist materials can be properly collected and stored prior to disposal. These materials would be picked up by the City or licensed contractor on a regular basis and ultimately disposed of in accordance with all applicable environmental regulations.	<ul style="list-style-type: none"> <li>Include measure as Condition of Approval.</li> <li>Include measure in final building plans.</li> <li>Prepare educational materials to be included with tenant lease, and submit to Planning &amp; Community Development, Fire and Public Works Depts. staff for review.</li> </ul>	<ul style="list-style-type: none"> <li>Redevelopment Agency and/or ground lessee is responsible for inclusion of measure in building plans and preparation and distribution of educational materials as part of lease.</li> <li>Planning &amp; Community Development, Fire and Public Works Dept. staff are responsible for review of materials.</li> </ul>	<ul style="list-style-type: none"> <li>Review of building plans prior to issuance of building permits. Prepare educational materials and submit to Planning &amp; Community Development, Fire and Public Works Depts. prior to final building inspection and/or issuance of occupancy permits.</li> </ul>	

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Mitigation Measure	Implementation Actions	Monitoring/ Reporting Responsibility	Monitoring, Reporting, and/or Timing Requirements	Applicability to the Dance and Performance Building
<b>MITIGATION MEASURE 4-10:</b> Develop and implement an educational program for the Tannery Arts Center that would inform artists that use hazardous materials about the proper storage and disposal of such materials as well as non-hazardous materials alternatives.	<ul style="list-style-type: none"> <li>Include measure as Condition of Approval.</li> <li>Include measure in final building plans. Prepare educational materials to be included with tenant lease, and submit to Planning &amp; Community Development, Fire and Public Works Depts. staff for review.</li> </ul>	<ul style="list-style-type: none"> <li>Redevelopment Agency and/or ground lessee is responsible for inclusion of measure in building plans and preparation and distribution of educational materials as part of lease.</li> <li>Planning &amp; Community Development, Fire and Public Works Dept. staff are responsible for review of materials.</li> </ul>	<ul style="list-style-type: none"> <li>Review of building plans prior to issuance of building permits. Prepare educational materials and submit to Planning &amp; Community Development, Fire and Public Works Depts. prior to final building inspection and/or issuance of occupancy permits.</li> </ul>	<p>Not applicable.</p> <p>Dance Building usage not germane to the mitigation measure.</p> <p>Dance Building lease will include provisions against using or storing hazardous materials.</p>
<b>MITIGATION MEASURE 4-11:</b> Develop and implement a preventative maintenance program which sets forth appropriate procedures for handling LCNG on the site. This program shall include measures such as training personnel on LCNG characteristics and safety procedures, use of protective personnel equipment, removal of ignition sources, and use of explosion-proof electrical equipment in areas that may leak LCNG (in accordance with the National Electric Code 70 recommendations).	<ul style="list-style-type: none"> <li>Actions specified in mitigation measure.</li> </ul>	<ul style="list-style-type: none"> <li>Santa Cruz Metropolitan Transit District</li> </ul>	<ul style="list-style-type: none"> <li>Prior to project occupancy, Redevelopment Agency to obtain written document from Transit District indicating that mitigation has been implemented.</li> </ul>	<p>Not applicable.</p> <p>Dance Building usage not germane to the mitigation measure.</p>
<b>MITIGATION MEASURE 4-12:</b> Develop an emergency response plan for LCNG. Install and maintain an emergency shutdown (ESD) system with remote shutdown capabilities. The ESD should be readily accessible to personnel that access areas where LCNG pools or clouds could develop. Make emergency clothing available in the event of an emergency.	<ul style="list-style-type: none"> <li>Actions specified in mitigation measure.</li> </ul>	<ul style="list-style-type: none"> <li>Santa Cruz Metropolitan Transit District</li> </ul>	<ul style="list-style-type: none"> <li>Prior to project occupancy, Redevelopment Agency to obtain written document from Transit District indicating that mitigation has been implemented.</li> </ul>	<p>Not applicable.</p> <p>Dance Building usage not germane to the mitigation measure.</p>
<b>MITIGATION MEASURE 4-13</b> Install and maintain a facility hazard detection system and train operators to make necessary equipment adjustments. Design the gas detection system to activate an alarm when a maximum of 20% of the lower flammability limit is reached, in accordance with Draft NFPA 57 standards.	<ul style="list-style-type: none"> <li>Actions specified in mitigation measure.</li> </ul>	<ul style="list-style-type: none"> <li>Santa Cruz Metropolitan Transit District</li> </ul>	<ul style="list-style-type: none"> <li>Prior to project occupancy, Redevelopment Agency to obtain written document from Transit District indicating that mitigation has been implemented.</li> </ul>	<p>Not applicable.</p> <p>Dance Building usage not germane to the mitigation measure.</p>
<b>MITIGATION MEASURE 4-14:</b> Develop and implement a preventative maintenance program that sets forth appropriate procedures for handling diesel on the site. This program shall include measures such as training personnel on safety procedures, use of protective equipment, and removal of ignition sources.	<ul style="list-style-type: none"> <li>Actions specified in mitigation measure.</li> </ul>	<ul style="list-style-type: none"> <li>Santa Cruz Metropolitan Transit District</li> </ul>	<ul style="list-style-type: none"> <li>Prior to project occupancy, Redevelopment Agency to obtain written document from Transit District indicating that mitigation has been implemented.</li> </ul>	<p>Not applicable.</p> <p>Dance Building usage not germane to the mitigation measure.</p>

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Mitigation Measure	Implementation Actions	Monitoring/ Reporting Responsibility	Monitoring, Reporting, and/or Timing Requirements	Applicability to the Dance and Performance Building
<b>MITIGATION MEASURE 4-15:</b> Install and maintain a leak detection mechanism and conduct regular monitoring of leaks.	Actions specified in mitigation measure.	Santa Cruz Metropolitan Transit District	Prior to project occupancy, Redevelopment Agency to obtain written document from Transit District indicating that mitigation has been implemented.	Not applicable.  Dance Building usage not germane to the mitigation measure.
<b>MITIGATION MEASURE 4-16:</b> If material is spilled, steps shall be taken to contain liquid and avoid discharges of untreated materials to streams or sewer systems. For small spills, non-combustible materials such as cat litter, dirt, sand, or petroleum absorbent pad/pillows may be used. For large spills, spill areas should be diked with sand or dirt to contain material and cover sewer/drains. Liquid should be removed using grounded suction pumps. Spills or releases should be reported, as required, to the appropriate local, state, and federal regulatory agencies.	Actions specified in mitigation measure.	Santa Cruz Metropolitan Transit District	Prior to project occupancy, Redevelopment Agency to obtain written document from Transit District indicating that mitigation has been implemented.	Not applicable.  Dance Building usage not germane to the mitigation measure.
<b>MITIGATION MEASURE 4-17:</b> The final diesel tank shall be subject to the review of the City of Santa Cruz Fire Department.	Actions specified in mitigation measure.	Santa Cruz Metropolitan Transit District	Prior to project occupancy, Redevelopment Agency to obtain written document from Transit District indicating that mitigation has been implemented.	Not applicable.  Dance Building usage not germane to the mitigation measure.
<b>HISTORICAL RESOURCES</b>				
<b>MITIGATION MEASURE 5-1:</b> Implement the recommendations identified by Architectural Resources Group in its March 2004, December 2004, and subsequent future planned reviews, in rehabilitating the five historic tannery buildings, including, but not limited to the following, which would ensure that rehabilitation meets the Secretary of Interior's <i>Standards for the Treatment of Historic Properties with Guidelines for Preserving, Rehabilitating, Restoring and Reconstructing Historic Buildings</i> (Weeks and Grimmer, 1995). (See EIR text for details.)	<ul style="list-style-type: none"> <li>▪ Include measure as Condition of Approval.</li> <li>▪ Review final designs (both new construction and planned renovations) by a qualified architectural historian to ensure they meet the Secretary of Interior's Standards and submit to Planning &amp; Community Development Department for review.</li> <li>▪ Include recommendations into building plans.</li> <li>▪ Coordinate this measure with Mitigation Measures IS-1 and IS-2.</li> </ul>	<ul style="list-style-type: none"> <li>▪ Redevelopment Agency and/or ground lessee is responsible for conducting architectural historian review, incorporating measures into final building plans, and submitting review and plans to Planning &amp; Community Development Dept.</li> <li>▪ Planning &amp; Community Development Dept. staff are responsible for review of the historical review and building plans.</li> </ul>	Complete review by architectural historian and building plans <i>prior to issuance of building permits</i> .	Not applicable.  No rehabilitation of historic buildings involved.
<b>MITIGATION MEASURE 5-2:</b> Implement the recommendations as defined in the defined by Architectural Resources Group in its March 2004 and December 2004 reviews to retain historic Building 4 in its original location with possible incorporation into the proposed new Ballet Building.	<ul style="list-style-type: none"> <li>▪ Include measure as Condition of Approval.</li> <li>▪ Include measure in final building plans, if feasible.</li> </ul>	<ul style="list-style-type: none"> <li>▪ Redevelopment Agency and/or ground lessee is responsible for incorporating measure into final site plans and building plans.</li> <li>▪ Planning &amp; Community Development Dept. staff are responsible for review of building plans.</li> </ul>	Review of building plans <i>prior to issuance of building permits</i> .	Not applicable.  No rehabilitation of historic buildings involved.

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Mitigation Measure	Implementation Actions	Monitoring/ Reporting Responsibility	Monitoring, Reporting, and/or Timing Requirements	Applicability to the Dance and Performance Building
<b>MITIGATION MEASURE 5-3:</b> Reduce building heights of proposed new buildings #9, 11 and 12 in order to ensure that new development is on a more compatible scale with that of the existing historical buildings.	<ul style="list-style-type: none"> <li>Include measure as Condition of Approval.</li> <li>Include measure in final building plans, if feasible.</li> </ul>	<ul style="list-style-type: none"> <li>Redevelopment Agency and/or ground lessee is responsible for incorporating measure into final building designs and building plans.</li> <li>Planning &amp; Community Development Dept. staff are responsible for review of building plans.</li> </ul>	Review of building plans <i>prior to issuance of building permits.</i>	<p>Not applicable.</p> <p>Dance Building not among buildings listed in mitigation measure. However, design of the Dance building shall be limited to one story in height and shall utilize an industrial style and color scheme to complement the restored historic buildings.</p>
<b>HYDROLOGY</b>				
<b>MITIGATION MEASURE 1S-3:</b> Require installation of oil/grease traps, and implement regular maintenance activities (i.e., sweeping, cleaning storm water inlets, litter control) to prevent soil, grease, and litter from accumulating on the project site and contaminating surface runoff, and regular sweeping of parking lots. Incorporate bioswales and other Best Management Practices within the planned parking lot landscaped areas, which consist of plantings that filter oils and debris out of runoff, in accordance with the City's Stormwater and Urban Runoff Pollution Control Ordinance.	<ul style="list-style-type: none"> <li>Include measure as Condition of Approval.</li> <li>Include measures in final building plans and construction specifications and submit to Planning &amp; Community Development and Public Works Depts. for review.</li> </ul>	<ul style="list-style-type: none"> <li>Redevelopment Agency and/or ground lessee is responsible for incorporating measure into final building plans and construction specifications.</li> <li>Public Works Department is responsible for reviewing final plans to ensure conformance with the City's Stormwater and Urban Runoff Pollution Control Ordinance.</li> </ul>	Review of building plans <i>prior to issuance of building permits.</i>	<p>Not applicable.</p> <p>This mitigation measure previously complied with during the development of the initial Tannery project.</p>
<b>NOISE</b>				
<b>MITIGATION MEASURE 1S-4:</b> Require preparation of an acoustical study and design buildings in accordance with recommendations in order to minimize interior noise impacts to planned residential structures.	<ul style="list-style-type: none"> <li>Include measure as Condition of Approval.</li> <li>Conduct acoustical study, include recommendations in final building plans and submit to Planning &amp; Community Development Dept. for review.</li> </ul>	<ul style="list-style-type: none"> <li>Redevelopment Agency and/or ground lessee is responsible for conducting acoustical study and incorporating recommendations of acoustical study into final building plans.</li> <li>Planning &amp; Community Development Dept. staff are responsible for reviewing acoustical study and building plans.</li> </ul>	Review of acoustical study and building plans <i>prior to issuance of building permits.</i>	<p>Applicable.</p> <p>The Dance Building will be designed in compliance with the mitigation measure.</p>
<b>TRAFFIC AND CIRCULATION</b>				
<b>MITIGATION MEASURE 6-1:</b> Require project applicant to pay fair share traffic impact fees being developed to help fund the Highway 1/Highway 9 intersection improvement, which includes: <ul style="list-style-type: none"> <li>Restripe eastbound Highway 1 as two left turn lanes, two through lanes, and one through/right turn lane.</li> <li>Widen northbound River Street to two lanes north of Highway 1.</li> </ul>	<ul style="list-style-type: none"> <li>Include measure as Condition of Approval.</li> </ul>	<ul style="list-style-type: none"> <li>City Public Works Department and Caltrans are responsible for determining traffic impact fees and the project's fair share contribution.</li> <li>Redevelopment Agency and/or ground lessee responsible for paying traffic impact fees.</li> </ul>	Pay fair share traffic impact fees <i>as part of issuance of building permits.</i>	<p>Applicable.</p> <p>Dance Building will, if required by City, comply with the mitigation measure.</p>

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Mitigation Measure	Implementation Actions	Monitoring/ Reporting Responsibility	Monitoring, Reporting, and/or Timing Requirements	Applicability to the Performance and Dance Building
<b>MITIGATION MEASURE 6-2:</b> Require project applicant to pay fair share contribution toward future improvements to the Chestnut/Mission intersection as determined by City studies and Caltrans.	<ul style="list-style-type: none"> <li>Include measure as Condition of Approval.</li> </ul>	<ul style="list-style-type: none"> <li>City Public Works Department and Caltrans are responsible for determining traffic impact fees and the project's fair share contribution.</li> <li>Redevelopment Agency and/or ground lessee is responsible for paying traffic impact fees.</li> </ul>	Pay fair share traffic impact fees as <i>part of issuance of building permits.</i>	<p>Applicable.</p> <p>Dance Building will, if required by City, comply with the mitigation measure.</p>
<b>MITIGATION MEASURE 6-3:</b> Prepare and implement Transportation Demand Management measures to achieve vehicle occupancy goals established in the City's Trip Reduction Program ordinance (Chapter 10.46 of the Municipal Code), including but not limited to: provision of secure, covered bicycle parking; provision of transit access; coordination of ride-sharing; provision of transit information; provision of preferential parking for carpoolers; and provision of employee showers and lunch areas in buildings with more than 50 people.	<ul style="list-style-type: none"> <li>Include measure as Condition of Approval.</li> <li>Prepare Transportation Demand Management measures and submit to Planning &amp; Community Development and Public Works Depts. for review.</li> </ul>	<ul style="list-style-type: none"> <li>Redevelopment Agency and/or ground lessee is responsible for preparation and implementation of Transportation Demand Management measures.</li> <li>Planning &amp; Community Development and Public Works Dept. staff responsible for review of materials.</li> </ul>	Prepare plan and submit to Planning & Community Development and Fire Depts. <i>prior to final building inspection and/or issuance of occupancy permits.</i>	<p>Applicable.</p> <p>Dance Building will, if required by City, comply with the mitigation measure.</p>

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## 2021 Tannery Performance and Dance Building Environmental Assessment

### D. MITIGATION

Describe methods to be employed to reduce impacts to any and all adverse impacts identified in Section C. List all mitigation measures that would be implemented to minimize impacts to environmental resources from project implementation.

The Performance and Dance Building is a portion of the Tannery Arts Center analyzed in the Project EIR, as an individual element is does not rise to significance in this context, however since the building is included as part of the project the overall all Tannery Arts Center project's impacts and mitigation measures are discussed in this narrative. Where appropriate specific mitigation measures for the Performance and Dance building will be written in *italics*.

The City Council in its certification of the Tannery Arts Center adopted a Mitigation Monitoring Plan, this plan is attached to the Environmental Narrative and details measure to mitigate the impacts of the Tannery Arts Center.

Mitigation Measure 3-1: Notify all tenants and residents of potential flood hazards, and advise that flood-tolerant contents be located on the first floor and that sensitive equipment and materials are located above the site flood elevations.

Mitigation Measure 3-3: Require that all storage of chemicals and wastes be situated in contained, flood proofed areas.

Mitigation Measure 3-4: Develop and implement an emergency response and evacuation plan to warn site tenants, users, and residents in advance of need to evacuate the property in the event of a flood.

*Mitigation Measure – Performance and Dance Building – The building will be designed so that it is flood proofed one foot above the regulated flood elevation. See Preliminary Plans Sheet 3-1 to 3-3.*

Mitigation Measure 5-2: Implement the recommendations as defined in the defined by Architectural Resources Group in its March 2004 and December 2004 reviews to retain historic Building 4 in its original location with possible incorporation into the proposed new Ballet Building.

Implementation of Mitigation Measure 5-2 will reduce the impact to a less-than-significant level. However, it is not known whether it is feasible to retain the building in its original location, and thus the impact remains significant and unavoidable.

Mitigation Measure 5-3: Reduce building heights of proposed new buildings #9, 11 and 12 in order to ensure that new development is on a more compatible scale with that of the existing historical buildings.

*Mitigation Measure – Performance and Dance Building – The building has been designed as a one story building with an industrial style and color scheme to complement the restored historic buildings. It is located between to building higher in elevation.*

Implementation of Mitigation Measures 5-1 (above) and 5-3 will reduce impact to a less-than significant level. However, it is not known whether it is feasible to reduce building heights and implement other recommendations for retention of significant site features. Thus, the impact remains significant and unavoidable.

Mitigation Measure 6-1: Require project applicant to pay fair share traffic impact fees being developed to help fund the Highway 1/Highway 9 intersection improvement, which includes: a. Restripe eastbound Highway 1 as two left turn lanes, two through lanes, and one through/right turn lane. b. Widen northbound River Street to two lanes north of Highway 1.

*Mitigation Measure – Performance and Dance Building – Proposed improvements start of construction June 2021.*

Mitigation Measure 6-2: Require project applicant to pay fair share contribution toward future improvements to the Chestnut/Mission intersection as determined by City studies and Caltrans.

*Mitigation Measure – Performance and Dance Building – Proposed Performance and Dance building will pay any required transportation fee, which not included in the Master Plan approval.*

Mitigation Measure 6-3: Prepare and implement Transportation Demand Management measures to achieve vehicle occupancy goals established in the City's Trip Reduction Program ordinance (Chapter 10.46 of the Municipal Code), including but not limited to: provision of secure, covered bicycle parking; provision of transit access; coordination of ridesharing; provision of transit information; provision of preferential parking for carpoolers; and provision of employee showers and lunch areas in buildings with more than 50 people.

*Mitigation Measure – Performance and Dance Building – Ride share and bicycle transportation measures will be included in lease agreements for all tenants.*

Implementation of Mitigation Measure 6-3 will help reduce project trips, but will not reduce impact to a less-than-significant level.

Implementation of Mitigation Measures 6-1 and 6-2 will reduce the project share of traffic to impacted intersections. However, until improvements at regional intersections are funded and implemented, impacts to the Highway 1/Highway 9 and Chestnut/Mission intersections will remain temporarily significant and unavoidable.

**Exhibit E**

**City Departments' Preliminary Review Comments**

*(begins next page)*

**1020 River**  
**CP21-0080**

Storm Water Comments-6/11/21

Incomplete for the Design Permit Application:

1. Storm Water Requirements: Plans shall demonstrate that the project will meet the requirements in Chapter 6B of the City's Storm Water Best Management Practices (BMPs) for Development Projects, which is available at [www.cityofsantacruz.com/LID](http://www.cityofsantacruz.com/LID). Please contact Suzanne Healy, Associate Planner-PW, at [shealy@cityofsantacruz.com](mailto:shealy@cityofsantacruz.com) or 831-420-5131, for assistance.
2. Appendix A Worksheet: Please submit an Appendix A LID Worksheet entitled "Storm Water and Low-Impact Development BMP Requirement Worksheet" which is available in Chapter 6B of the City's Storm Water BMPs for Development Projects (please see [www.cityofsantacruz.com/LID](http://www.cityofsantacruz.com/LID)). Please include all new and replaced impervious areas such as: building footprints, decks, driveways, patios, walkways, etc. Please label all impervious areas on applicable plan sheets.
3. Please show where and how the roof leaders will drain on the applicable plan sheet(s) and the Best Management Practices (BMPs) proposed to comply with the City's Chapter 6B Storm Water BMPs and the Regional Water Quality Control Board (RWQCB) Post-Construction Requirements (PCRs). Please include a detail for each proposed BMP.
4. Please contact Suzanne Healy, at [shealy@cityofsantacruz.com](mailto:shealy@cityofsantacruz.com) or 831-420-5131, to determine which RWQCB PCRs Tier(s) this project is subject to. For example, this project may be subject to only Tier 1 requirements or Tier 1 and Tier 2 requirements depending upon the amount of new, replaced and net impervious areas. The Appendix A Worksheet (see above) pertains to the applicable PCR Tiers.
5. Please note that if, after consulting with storm water staff, the Project is determined to be subject to the PCRs Tier 2 requirements, then the items below shall be submitted. If the project is subject to only Tier 1, then a Storm Water Control Plan report is not required and an O&M Plan and Maintenance Agreement may or may not be required depending on the proposed BMPs.
  - a. Storm Water Control Plan (SWCP) Report:** A SWCP report shall be submitted with plan designs demonstrating that the project meets the requirements in Chapter 6B of the City's Best Management Practices Manual- Storm Water BMPs for Private and Public Development Projects and the requirements of all applicable RWQCB Post-Construction Requirements (PCRs) tiers. For example, a Tier 4 project shall meet Tier 1, Tier 2, Tier 3 and Tier 4.The SWCP report shall follow the outline in Chapter 6B, Appendix B, and shall be submitted in an 8 ½ x 11 inch report format. An electronic copy of the SWCP may be emailed to Suzanne Healy, Associate Planner, at [shealy@cityofsantacruz.com](mailto:shealy@cityofsantacruz.com).  
In the SWCP Report and on the SWCP sheet, please include a DMA & SCM table that itemizes each DMA and its respective SCM. For each SCM, please include a column for the minimum area required to meet each applicable RWQCB PCR Tier and an adjacent column(s) for the area provided.  
Please refer to City of Santa Cruz "Storm Water Best Management Practices For Private and Public Development Projects" Appendix B for an outline of what shall be included in the Storm Water Control Plan report. Also, please see the Storm Water Checklist included in the Design Permit Application materials as to what should be included in the project plan sheets and SWCP report.



**b. Operations and Maintenance Plan (O&M Plan):** The O&M Plan shall include at a minimum: 1) site plan showing the location of drainage structures and structural control measures; 2) O&M procedures, timing, and frequency for maintenance of LID features and drainage systems, and include applicable BMPs from Chapter 6B of the City's Storm Water BMPs for Development Projects; 3) cost estimates for maintenance; and 4) BMPs for any Special Site Conditions (see pages 30-31), e.g. trash enclosure, parking, etc.

The O&M Plan shall be submitted in an 8 ½ x 11 inch report format, and can be included as a SWCP appendix. The signed Maintenance Agreement shall be included in the O&M Plan as an attachment. Please email an electronic copy of the O&M Plan to Suzanne Healy, Associate Planner, at [shealy@cityofsantacruz.com](mailto:shealy@cityofsantacruz.com) in lieu of a paper submittal if possible.

**c. Maintenance Agreement:** Prior to issuance of the Building Permit, the property owner shall sign and submit a BMP maintenance agreement ensuring that they will provide long-term operation and maintenance of structural storm water control measures (see template in Appendix C of Chapter 6B Storm Water BMPs for Private and Public Development Projects). The signed maintenance agreement should be attached to the O&M Plan. Please email a pdf of the signed Maintenance Agreement to Suzanne Healy, Associate Planner, at: [shealy@cityofsantacruz.com](mailto:shealy@cityofsantacruz.com). The signed Maintenance Agreement with original ink signature may be submitted via the Building Counter.

The Maintenance Agreement shall be included in the HOA agreement and/or recorded in the CCRs with proof of CCR recordation submitted to the City (if applicable). The O&M Plan shall be included or referenced in the CCRs as well. Please email a copy of the CCRs to Suzanne Healy at: [shealy@cityofsantacruz.com](mailto:shealy@cityofsantacruz.com).



Department of Planning  
And Community Development



MEMORANDUM

DATE: June 1st, 2021

PLANNER: Clara Stanger

FROM: Kurt Hurley, Green Building & Environmental Specialist

SUBJECT: Green Building Comments  
Design Stage Plan Check: CP21-0080 1020 River St

In regards to this preliminary review, compliance with the City Green Building Program, 2019 CALGreen, Civil Code 1101.1-8, and a Construction Waste Management Plan are required. The drawings specify the project as a new dance studio. All plans shall comply with the current codes adopted by the City of Santa Cruz, including 2016 CALGreen, the Santa Cruz Green Building Program (Santa Cruz Municipal Code Title 24.15), and City of Santa Cruz Landscape Water Conservation Standards (16.16.070).

**NOTE: If a new Design Permit or Major Modification is required the architectural plans must include a cover sheet designation: BUILDING DESIGN NATURAL GAS FREE AS REQUIRED BY SCMC 6.100**

**Note: In the event of any future change of scope in SF or initially a scope 10,000 SF or greater, the 2019 CALGreen Mandatory provisions 5.410.2 for building commissioning apply.**

While a thorough plan review will be conducted at the time of the building permit application, please consider implementing the following information early in the development of the project plans (during the *planning* stage) to help streamline the design review. Reference the Residential Guidelines and Residential Checklists located at [www.cityofsantacruz.com/greenbuilding](http://www.cityofsantacruz.com/greenbuilding) for more information.

At the time of building permit submittal, plan sets will need to include details demonstrating conformance with both 2019 CALGreen Mandatory Measures and City Green Building requirements. The Green Building Checklist must be allocated to its own plan sheet employing an adequately legible font size. Applicable measures listed in the checklists must be shown (material, method or application) on the plan page where they are to be installed or implemented and indicated in the column provided in the checklist. A general note or reference in the checklist does not suffice as it cannot be adequately verified at plan check or at the time of inspection. Each referenced sheet must contain either a bubble with relevant detail or an amendment to an existing note, schedule, or specification.

New or altered natural gas or propane water heating systems shall include a dedicated 120 volt, 20 amp receptacle, 3 feet or less from the water heater connected to the electrical panel by a 120/240V, three wire, 10 AWG branch circuit. The unused conductor shall be isolated with each end labelled "spare". A reserved single pole circuit breaker space in the electrical service panel, adjacent to the circuit breaker serving that branch circuit, shall be labelled 'Future 240V Use'.

A fully completed Construction Waste Management Plan specifying a minimum 65% construction waste diversion rate is **required prior to Building permit approval** including diversion rates and methods for individual waste streams. The document is available at <http://www.cityofsantacruz.com/home/showdocument?id=58142> NOTE: ALL CREDITED WASTE HAULING RECEIPTS MUST INDICATE THE MATERIAL RECYCLED, AND CANNOT INDICATE "REFUSE"

This non-residential project will require 7 points for the Santa Cruz Green Building Program for Non-Residential New Construction and Mandatory Measures Chapter 5 of CALGreen. As the land disturbance exceeds 1 acre a Storm Water Pollution Prevention Plan (SWPPP) is required.

Outdoor lighting must demonstrate compliance with BUG rating limits in 2019 CALGreen 5.106.8 for Lighting Zone 3 for this development in the Outdoor Lighting Schedule in the building permit submission.

See:  
[http://www.energy.ca.gov/title24/2008standards/outdoor\\_lighting/2008\\_Standards\\_Summary\\_of\\_Outdoor\\_Lighting\\_Zones.pdf](http://www.energy.ca.gov/title24/2008standards/outdoor_lighting/2008_Standards_Summary_of_Outdoor_Lighting_Zones.pdf)

and:

<https://factfinder.census.gov/faces/nav/jsf/pages/searchresults.xhtml?ref=addr&refresh=t#>

There are many opportunities to incorporate Green Building measures, some of which include the following:

- Install Energy Efficient Triple Paned Windows and Skylights
- Employ Advanced Air Sealing Techniques
- Reuse of Materials/Deconstruction Practices
- Install Heat Recovery Ventilator (HRV)
- Install Solar Lighting Tubes
- High Efficiency Appliances
- Provide Water Catchment/Retention On-site
- Install Thermal Solar
- Employ Structured Plumbing
- Install Photovoltaic Panels

The city encourages this building design to exceed the required 15%, obstruction-free, minimum roof area for solar PV (CEnC 110.10(b)1B) and achieve a 25% solar PV ready roof area through efficient layout of rooftop mechanical equipment.

Further, the city encourages cost-effective approaches to Ultra Efficient Building Design such as Passive House [http://www.passivehouse.com/02\\_informations/01\\_whatisapassivehouse/01\\_whatisapassivehouse.htm](http://www.passivehouse.com/02_informations/01_whatisapassivehouse/01_whatisapassivehouse.htm) and DOE Challenge <https://www.energy.gov/eere/buildings/downloads/building-america-top-innovations-hall-fame-profile-doe-challenge-home>

Such building approaches come with many advantages including: improved structural longevity, improved human health outcomes, lower cost of building operation, improved disaster resiliency, and reduced uncertainty in the future price of building energy services.

I am available to discuss the checklists and project requirements. Please do not hesitate to contact me with any questions.

Sincerely,

*Kurt Hurley*

**Kurt Hurley**  
**Planning and Community Development**  
**Building and Safety Division**  
**Green Building Specialist &**  
**Building Electrification**  
**City of Santa Cruz**  
**831-420-5124**  
[khurley@cityofsantacruz.com](mailto:khurley@cityofsantacruz.com)



**SANTA CRUZ**  
**FIRE DEPARTMENT**  
**M E M O R A N D U M**

DATE: June 7<sup>th</sup>, 2021

TO: Clara Stanger

FROM: Tim Shields, Deputy Fire Marshal

SUBJECT: Fire Prevention Comments  
Planning Project Plan Check Request: CP21-0080 1020 River St

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In regards to this preliminary review, the following items are required.

A more thorough plan review will be conducted at time of building permit application to verify full code compliance, the following items are noted to assist in this preliminary design review to prepare the plans for initial plan review submittal;

- 1) Augment existing fire sprinklers per California Fire Code and National Fire Protection Association Standards.
  - a. **Obtain a separate permit from the Fire Department.**
  - b. **Provide current five-year fire sprinkler certification and proof of alarm certification and monitoring.**
- 2) Augment existing fire alarm system per California Fire Code and National Fire Protection Association Standard 72.
  - a. **Obtain a separate permit from the Fire Department.**
  - b. **Provide annual fire alarm certification.**
- 3) Provide minimum six-inch high building street address numerals in a contrasting color that are clearly visible from the street and separate unit identifications per Santa Cruz Municipal Code Section 18.24.060.
- 4) Exiting to meet requirements of California Building and Fire Codes.
- 5) Provide fire extinguishers per California Fire Code and California Code of Regulations, Title 19.
- 6) Provide Knox box with master key system to commercial spaces, common areas, and all utility rooms.
- 7) Provide signage on main electrical, gas and water shut-offs, sprinkler riser room, fire alarm control room, and elevator machinery room. Minimum 2" white lettering on red background).



DEPARTMENT OF PLANNING  
AND COMMUNITY DEVELOPMENT

MEMORANDUM

DATE: June 9, 2021

TO: Clara Stanger, Senior Planner

FROM: John Gervasoni, Chief Building Official

SUBJECT: Building Division Comments  
Planning Project Plan Check Request: CP21-0080 (1020 River St.)

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In regards to this preliminary review, a building permit is required. The drawings propose the construction of a new metal building to be used as a dance studio of approximately 5360SF. Plans shall be prepared in compliance with current codes adopted by the City of Santa Cruz (2019 California Building Standards Codes and Title 18 of the Santa Cruz Municipal Code).

While a **more thorough plan review** will be conducted at time of **building permit application** to verify full code compliance, the following items are noted to assist in this preliminary design review to prepare the plans for initial plan review submittal;

- 1) Provide a reference to the **2019** editions of the California Building Standard Codes on the cover sheet of the plans. If plans are submitted for a building permit after December 19, 2019 they must be in compliance with the **2019** editions of the CA Building Standards Codes.
- 2) Provide a Project Data block of information to specify but not be limited to the following;
  - a. Occupancy Group(s)
  - b. Type(s) of Construction
  - c. Fire sprinkler system type e.g. NFPA 13
  - d. Building area on the cover sheet of the plans (foundation footprint)
    - i. Separately list area under roof but not inside exterior walls
  - e. Flood Zone -AE
- 3) Note on the plans that the proposed occupancy will not store or use hazardous materials in excess of those allowed in CBC 307 unless stored or utilized in control areas or reclassified as a high-hazardous occupancy (Group H) per CBC and CFC.
- 4) A geotechnical report is required to address soil type and bearing capacity, liquefaction, soil subsidence, flood zone, foundation design and soil modifications required for construction of the proposed structures. A letter composed by the soils engineer shall be provided at plan submittal with the report stating the foundation plans and details have been reviewed and found to be in general conformance with the stated recommendations of the soils report.
- 5) A site storm water drainage, retention, erosion control and BMP plans shall be provided.
- 6) Provide foundation and framing plans that include referenced detailing and are prepared by a CA state licensed design professional, architect or engineer.



- 7) Any construction proposed on the plans that does not meet conventional construction requirements of the CBC will need to be designed (structural plans and calculations) by a CA state licensed design professional.
- 8) Provide a site plan with dimensions to all adjacent structures and to all legal or assumed property lines.
- 9) Provide a fully dimensioned architectural floor plan.
- 10) Provide a minimum of 1 transverse and 1 longitudinal section through the proposed construction in the architectural plans.
- 11) All exterior walls at < 10ft to adjacent property lines shall be submitted as a listed fire-resistive rated wall assembly in compliance with CBC 602.1, Table 602, 703.3 and 705.5. The listing shall be reproduce in its entirety without any modification or manipulation of the listing agency's information.
- 12) Fire and smoke building protection features (i.e., exterior walls, projections, openings fire/smoke assemblies or protective devices and shaft enclosures) shall be shown on the plans and comply with the required provisions of CBC chapter 7.
- 13) Interior finishes (floors, ceilings, walls and insulation) shall be shown on the plans and required to meet the necessary provisions of CBC chapter 8.
- 14) Provide a detailed exiting analysis complying with all mandatory requirements of CBC Chp10 to include but not limited to occupant load and posting, required and provided exit widths, exit access travel distances, required number of exits and separation distance, illuminated exit signage, locations and emergency egress illumination (interior and exterior).
- 15) Identify hazardous glazing locations in accordance with CBC 2406.
- 16) California Assembly Bill 3002 **encourages** the applicant and property owner to seek the services of a CASp (**Certified Access Specialist**) for plan review consultation and inspection of the property to identify and offer possible solutions for non-compliant elements, facilities and features. The City of Santa Cruz **highly recommends** this to reduce the amount of plans review comments generated and inspection corrections due to comprehension and application of state building code requirements regarding accessibility.
- 17) Applicable accessibility features, elements and facilities shall be shown on the plans and compliance with the applicable provisions of CBC chapters 10 & 11B.
  - a. Identify the path of travel from the pedestrian public right of way and accessible parking to the building entrance 11B-206.2.1.
  - b. Graphically illustrate the on-site accessible path of travel to all facilities, features and elements 11B-206.2.2.
  - c. Graphically illustrate the accessible entrance/exit 11B-206.4.
  - d. Provide compliant accessible parking designs in accordance with 11B-208 & 11B-502.
  - e. Graphically illustrate accessible 'Van' parking space and access aisle 11B-208.
  - f. Graphically illustrate a fully dimensioned and detailed accessible restroom, bathing on an enlarged floor plan 11B-213 & CPC 422.
  - g. Provide means of egress signage 11B-216.4.
  - h. Provide ISA signage at the entrance 11B-216.6.
  - i. Provide accessible restroom signage 11B-216.8.
  - j. Provide accessible benches and storage at lobby 11B-225 & 11B-903.
  - k. Graphically illustrate required maneuvering clearances at doors required to be accessible 11B-404.2.4.
- 18) Provide isometric or single line drawings of the plumbing, mechanical and electrical systems to verify compliance with the 2019 CA Plumbing, CA Mechanical and CA Electrical Codes.
- 19) Required plumbing fixtures shall be provided in accordance with CPC 422.

- 20) All plumbing fixtures shall meet the minimum flow rates CPC 401.3.
- 21) Provide a detailed electrical plan with but not limited to the following items;
  - a. Single line diagram including
    - i. Service size and rating
    - ii. Feeder/conduit type and size with wire insulation
    - iii. Service/panel load calculations
    - iv. Grounding and bonding requirements
    - v. AIC rating of equipment (series or fully rated)
  - b. Power and lighting plans (including circuit/feeder identification)
    - i. Required AFCI and GFCI receptacle locations
- 22) Energy compliance documents with signatures of author and designer shall be provided to verify compliance with 2019 CA Energy Code and Stds. Documents must be registered with Cal Certs or other approved registry prior to submittal. Documents may be submitted in package form but will also be required to be reproduced on plan sheets. All required energy compliance features shall be incorporated into the plans.

Should there be any questions in regards to this transmittal, please contact me at (831) 420-5119.

**Exhibit F**

**Fee Proposal**

*(begins next page)*

**TANNERY PERFORMANCE AND DANCE BUILDING  
REQUEST FOR PROPOSALS FOR ARCHITECTURAL SERVICES**

**ARCHITECT FEE PROPOSAL** submitted by: \_\_\_\_\_

Item/Task	Fee	Projected Date of Completion <i>(from date of Notice to Proceed to Architect. Assume NTP Date as Feb. 8, 2023)</i>
<p><b>1. Design Development Drawings</b></p> <ol style="list-style-type: none"> <li>1. After reviewing design drawings previously prepared and submitted to the City of Santa Cruz Planning and Community Development Department (City Planning), provide all necessary drawings, details, and information (Design Development Drawings) necessary to reflect the changes to the initial design and required to obtain a City-required Historic Alteration Permit and a Minor Modification to zoning permit 04-261.</li> <li>2. Submittal of the Design Development Drawings to the City's Planning and Community Development Department as a supplement to application CP21-0080.</li> <li>3. Provide response to comments received from City departments received during the design permit review process and provide and submit revisions to the Design Development Drawings as necessary.</li> <li>4. Attend all meetings in support of the application for the Historic Alteration Permit and Minor Modification including but not limited to meetings with the tenant and to presenting the Design Development Drawings to the Historical Preservation Committee.</li> </ol> <p style="text-align: right;"><b>Design Development Drawings Total:</b></p>	<p style="text-align: right;">\$ _____</p>	<p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p>

*(con't next page)*

Item/Task	Fee	<b>Projected Date of Completion</b> <i>(from date of Notice to Proceed to Architect. Assume NTP Date as Feb. 8, 2023)</i>
<b>2. Construction Drawings</b> <ol style="list-style-type: none"> <li>1. Meet with City and the prospective tenant of the Project as many times as necessary to identify, discuss, finalize and include all tenant-desired improvements to the Project in the Construction Drawings and Project Specifications.</li> <li>2. Prepare all Construction Drawings required to obtain a City of Santa Cruz building permit.</li> <li>3. Make application for a building permit and submit the Construction Drawings to the Planning and Community Development Building and Safety Division for a building permit.</li> <li>4. Provide revisions to Construction Drawings in response to comments/requirements received from City departments during the building permit review process.</li> </ol> <p style="text-align: right;"><b>Design Development Drawings Total:</b></p>	<p style="text-align: right;">\$ _____</p>	<p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p>
<b>3. Project Specifications</b> <ol style="list-style-type: none"> <li>1. Prepare and submit to City for approval prescriptive Project Specifications for use by City in a public solicitation for competitive bids for the Project.</li> </ol> <p style="text-align: right;"><b>Project Specifications Total:</b></p>	<p style="text-align: right;">\$ _____</p>	<p>_____</p>

(con't next page)



Item/Task	Fee	Projected Date of Completion <i>(from date of Notice to Proceed to Architect. Assume NTP Date as Feb. 8, 2023)</i>
<p><b>4. As-Built Drawings and Annotated Project Specifications</b></p> <p>1. Prepare and submit a set of final, reproducible, As-Built Drawings and Annotated Project Specifications to City.</p> <p><b>As-Built Drawings and Annotated Project Specifications Total:</b></p>	<p>\$ _____</p>	<p>_____</p>
<p><b>5. Bid Documents</b></p> <p>1. Provide the following documents to City for use in soliciting competitive bids for the Project.</p> <ul style="list-style-type: none"> <li>a. Permitted set of Construction Drawings;</li> <li>b. Project Specifications;</li> <li>c. Bid Sheet based on CSI format;</li> <li>d. Architect's General Conditions; and</li> <li>e. Other documents reasonably determined by City as necessary to provide a complete bid package.</li> </ul> <p><b>Bid Documents Total:</b></p>	<p>\$ _____</p>	<p>_____</p>

*(con't next page)*

Item/Task	Fee	<b>Projected Date of Completion</b> <i>(from date of Notice to Proceed to Architect. Assume NTP Date as Feb. 8, 2023)</i>
<b>6. Construction Support and Project Administration/Management</b> <ol style="list-style-type: none"> <li>1. Compliance with EDA architect requirements;</li> <li>2. Bidding Services;</li> <li>3. Project Supervision/Inspection;</li> <li>4. Post-Construction Services;  <i>(insert Architect's hourly rate here \$_____ for Architect's compensation to assist City to determine the cause of and to determine the best remedy for errors, defects, omissions, or faults in design not found to be due to the fault of the Architect or any of its consultants).</i> </li> <li>5. Construction Cost Estimate;</li> <li>6. Meetings.</li> </ol> <b>Construction Support and Project Administration/Management Total:</b>	          \$_____	          _____
<b>Reimbursables</b> <ol style="list-style-type: none"> <li>1. Reimbursable costs not to exceed.</li> </ol> <b>Reimbursable Costs Not to Exceed Total:</b>	     \$_____	     
          <b>Fee Proposal Total:</b>	          \$_____	          

(con't next page)

**The undersigned Architect presents this Fee Proposal upon having read the Requests for Proposal (RFP) dated November 16, 2022 and affirms that:**

1. Architect has familiarized him/herself with all conditions and requirements associated with the Project.
2. This Fee Proposal provides costs for all of the work items identified in the Architect Scope of Work as set forth in the RFP and provides a schedule for completion of those items.
3. This Fee Proposal is valid for a period of ninety (90) days from the date set forth below.

\_\_\_\_\_  
*Signature of Architect*

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*Printed Name of Architect*

\_\_\_\_\_  
*Legal Name of Architect's Business Entity*

**Exhibit G**

**Form of City/Architect Professional Services Agreement**

*(begins next page)*

**PROFESSIONAL SERVICES AGREEMENT FOR  
ARCHITECTURAL SERVICES  
TANNERY DANCE AND PERFORMANCE BUILDING**

THIS AGREEMENT for professional services is made by and between the City of Santa Cruz ("City") and \_\_\_\_\_ ("Consultant") (each is referred to individually as a "Party" and collectively, as the "Parties") as of \_\_\_\_\_, 20\_\_ (the "Effective Date").

NOW, THEREFORE, in consideration of each other's mutual promises, the Parties hereto agree as follows:

**SECTION 1: SCOPE OF WORK**

Consultant will furnish services as defined and described in the Scope of Work, attached hereto as **Exhibit A** and incorporated herein.

**SECTION 2: RESPONSIBILITIES OF CONSULTANT**

All work performed by Consultant, or under Consultant's direction, shall be rendered in accordance with the generally accepted practices, and to the standards of, Consultant's profession. Consultant represents and warrants that Consultant: (i) is fully experienced and properly qualified to perform the work and services provided for herein, (ii) has the financial capability required for the performance of the work and services, and (iii) is properly equipped and organized to perform the work and services in a competent, timely, and proper manner, in accordance with the requirements of this Agreement.

Consultant shall not undertake any work beyond the Scope of Work set forth in **Exhibit A** unless such additional work is approved in advance and in writing by City. The cost of such additional work shall be reimbursed to Consultant by City on the same basis as provided for in Section 4.

If, in performing the work, it is necessary to conduct field operations, security and safety of the job site will be the Consultant's responsibility excluding, the security and safety of any facility of City within the job site which is not under the Consultant's control.

Consultant shall meet with Bonnie Lipscomb, Director of the Economic Development Department, hereinafter called "Director", or other designated and authorized City personnel, or third parties as necessary, on all matters connected with carrying out of Consultant's services described in **Exhibit A**. Such meetings shall be held at the request of either Party. Review and City approval of completed work shall be obtained monthly, or at other intervals as may be mutually agreed upon during the course of this Agreement. Review, approval, or acceptance of Consultant's work by City or others shall not relieve Consultant from responsibility for errors and omissions in Consultant's work.

**SECTION 3: RESPONSIBILITIES OF THE CITY**

City shall make available to Consultant all necessary data and information in the City's possession and shall actively assist Consultant in obtaining such information from other agencies and individuals as needed. Consultant is entitled to reasonably rely upon the accuracy and completeness of such data and information, and Consultant shall provide City prompt written notice of any known defects in such data and information.

The Director may authorize a staff person to serve as his or her representative. The work in progress shall be reviewed at such intervals as may be mutually agreed upon between the Parties. The City will be the sole judge of acceptable work, provided that such approval will not be unreasonably withheld or delayed. If the work is not acceptable, City will inform Consultant of the changes or revisions necessary to secure approval.



#### SECTION 4: FEES AND PAYMENT

For services actually performed, the City will compensate Consultant at the rates set forth in the **Fee Schedule** detailed in **Exhibit B** and in accordance with the terms set forth therein. Payment for Consultant's services in carrying out the entire the Scope of Work shall be made within the budget limit, or limits shown, in **Exhibit B**. Such payment shall be considered the full compensation for all personnel, materials, supplies, and equipment used by Consultant in the Scope of Work. Markups shall not be charged for any approved sub-consultants or subcontractors.

Consultant agrees that the payments to Consultant specified in this Section 4 will constitute full and complete compensation for all obligations assumed by Consultant under this Agreement. Where conflicts regarding compensation may occur, the provisions of this section apply.

Variations from the budget for each task which are justified by statements indicating personnel time expended and submittal of a revised budget are only allowed with prior City approval; however, in no event shall the total fee charged for the Scope of Work set forth in Exhibit A exceed the budget of \$**DOLLAR** without advance written City authorization in the form of an amendment or change order.

Invoices shall detail the time worked by each class of employee on each task and the expenses incurred for which billing is made. Invoices shall indicate the percentage completion of each work task as identified in the Scope of Work in Exhibit A and the overall percentage of completion of the total required services. Unless otherwise specified in the fee schedule, payments shall be made monthly by the City within 30 days based on itemized invoices from the Consultant which list the actual costs and expenses.

All invoices shall contain the following affidavit signed by Consultant (if individual) or by a principal of Consultant's firm (if Consultant is an entity):

"I hereby certify [or as principal of Consultant] that the charge of (Insert invoice amount) as summarized above and shown in detail on the attachments is a fair and reasonable use of public funds, is in accordance with the terms of Agreement dated (Insert Agreement Date), and has not been previously paid."

#### SECTION 5: TRAVEL, MEALS, AND LODGING REIMBURSEMENT POLICY

The City shall not be responsible for any travel, meal, or lodging reimbursements to Consultant and/or Consultant's employees or subconsultants. The City of Santa Cruz has the sole discretion to deny any Consultant/contractor proposed reimbursable expense the City has determined to be excessive or an inappropriate use of public funds.

#### SECTION 6: CHANGES IN WORK

City may negotiate changes in the Scope of Work. No changes in the Scope of Work shall be made without the written approval of City and Consultant. Any change requiring compensation in excess of the sum specified in Exhibit B shall be approved in advance in writing by the City. Only City's authorized representative(s) is authorized to approve changes to this Agreement on behalf of City.

#### SECTION 7: TIME OF BEGINNING AND SCHEDULE FOR COMPLETION

The term of this Agreement shall be on the effective date of this Agreement and terminating on **20**. Consultant shall begin work as specified in a written authorization (e.g. Notice to Proceed) to perform services. The written authorization to perform work shall not be issued until after this Agreement has been approved and authorized by the City.

The **Work Schedule** for completion of the work shall be as shown upon **Exhibit C**. In the event that major changes are ordered, the schedule for completion as stated in Exhibit C may be adjusted by City so as to allow Consultant a reasonable period of time within which to complete any additional work which may be required as a result of the ordered changes.

Neither party will be held responsible for delay or default caused by declared emergencies, natural disasters, or any Force Majeure event which is beyond the party's reasonable control. Consultant will, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and will, upon the cessation of the cause, diligently pursue performance of its obligations in this Agreement.

The City reserves the right to obtain the item(s) and/or services covered by this Agreement from another source during any on-going suspension of service due to the circumstances outlined above.

Consultant acknowledges that it is necessary for Consultant to complete its work on or before the completion date set forth in Exhibit C in order to allow the City to achieve its objectives for entering into this Agreement. The Parties therefore agree that time is of the essence in the performance of this Agreement.

#### SECTION 8: TERMINATION

The City may terminate the Agreement for convenience by providing written notice to Consultant not less than 10 calendar days prior to an effective termination date.

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

The City may, at its option, allow Consultant to cure its failure to perform within 15 business days (or longer period authorized in writing by the City) from the date of the City's termination notice. The termination shall be become effective if Consultant has not cured within such time period to the City's satisfaction.

Consultant may terminate this Agreement for cause if the City fails to cure a material default in performance within a period of 30 calendar days (or such longer period agreed to by the Consultant), from date of the Consultant's written termination notice specifying the default in performance.

Upon notice of termination by either the City or Consultant, the Consultant will immediately act to not incur any additional obligations, costs or expenses, except as may be reasonably necessary to terminate its activities. The City's only obligation to the Consultant will be just and equitable payment for services authorized by, and received to the satisfaction of, the City up to and including the effective date of termination less any amounts withheld. All finished or unfinished work or documents procured or produced under the Agreement will become property of the City upon the termination date. In the event of Consultant's failure to perform pursuant to the Agreement, the City reserves the right to obtain services elsewhere and Consultant will be liable for the difference between the prices set forth in the terminated Agreement and the actual cost to the City. Termination of the Agreement pursuant to this paragraph shall not relieve the Consultant of any liability to City for additional costs, expenses, or damages sustained by City due to failure of the Consultant to perform pursuant to the Agreement. City may withhold any payments to Consultant for the purpose of set-off until such time as the exact amount of damages due City from Consultant is determined. After the effective date of termination, Consultant will have no further claims against the City under the Agreement. No other compensation will be payable for anticipated profit on unperformed services.

## SECTION 9: INSURANCE

Prior to the beginning of and throughout the duration of the Agreement, Consultant will maintain and comply with the **Insurance Requirements** as set forth in **Exhibit D**. Consultant will insure the City against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder. The insurance coverages required shall not in any way limit the liability of the Consultant.

## SECTION 10: INDEMNIFICATION

Consultant agrees, to the fullest extent permitted by law, to indemnify, defend, and hold harmless the City, its officials, officers, employees, agents, and volunteers (collectively, "Indemnitees") from and against any and all liability, claim, action, loss, injury, damage, judgment, or expense, including attorneys' fees and costs ("Losses") caused by or resulting from the negligence, recklessness, or willful misconduct of Consultant, Consultant's officers, employees, agents, or subcontractors in any way related to this Agreement. Consultant's duty to indemnify and hold harmless Indemnitees shall not apply to the extent such Losses are caused by the sole or active negligence or willful misconduct of Indemnitees, as determined by an adjudicatory body or court of competent jurisdiction. The obligation to defend shall arise regardless of any claim or assertion that Indemnitees caused or contributed to the Losses.

In the event this Agreement involves the performance of design professional services by Consultant, Consultant's officers, employees, agents, or subcontractors, Consultant's costs to defend Indemnitees shall not exceed the Consultant's proportionate percentage of fault per Civil Code §2782.8. This section shall survive the termination or expiration of this Agreement.

## SECTION 11: EQUAL EMPLOYMENT OPPORTUNITY/NON-DISCRIMINATION POLICIES

City's policies promote a working environment free from abusive conduct, discrimination, harassment, and retaliation; and require equal opportunity in employment for all regardless of race, religious creed (including religious dress and grooming practices), color, national origin (including language use restrictions), ancestry, religion, disability (mental and physical), medical condition, sex, gender (including gender identity and gender expression), physical characteristics, marital status, age, sexual orientation, genetic information (including family health history and genetic test results), organizational affiliation, and military or veteran status, or any other consideration made unlawful by local, State or Federal law. City requires Consultant to comply with all applicable Federal and State and local equal employment opportunity laws and regulations, and Consultant is responsible for ensuring that effective policies and procedures concerning the prevention of abusive conduct, discrimination, harassment, and retaliation exist in Consultant's business organization. The City's current Equal Employment Opportunity and Non-Discrimination policies to which this Section applies may be viewed at <http://www.codepublishing.com/CA/SantaCruz/?SantaCruz09/SantaCruz0983.html> and <http://www.cityofsantacruz.com/home/showdocument?id=59192>.

## SECTION 12: LEGAL ACTION/ATTORNEYS' FEES

If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees in addition to any other relief. The laws of the State of California, with jurisdiction in the Santa Cruz County Superior Court, shall govern all matters relating to the validity, interpretation, and effect of this Agreement and any authorized or alleged changes, the performance of any of its terms, as well as the rights and obligations of Consultant and the City.

## SECTION 13: AMENDMENTS

This Agreement may not be amended in any respect except by way of a written instrument which expressly references and identifies this particular Agreement, which expressly states that its purpose is to amend this particular Agreement, and which is duly executed by the City and Consultant. Consultant acknowledges that no such amendment shall be

effective until approved and authorized by the City's authorized representative. No representative of the City is authorized to obligate the City to pay the cost or value of services beyond the scope of services set forth in Exhibit A. Such authority is retained solely by the City Manager, Director, or their designee. Unless expressly authorized by the City Manager or Director, Consultant's compensation shall be limited to that set forth in Exhibit B, Fee Schedule.

#### SECTION 14: MISCELLANEOUS PROVISIONS

1. Project Manager. Director reserves the right to approve the project manager assigned by Consultant to said work. No change in assignment may occur without prior written approval of the City.
2. Consultant Services Only. Consultant is employed to render professional services only and any payments made to Consultant are compensation solely for such professional services.
3. Independent Contractor. In the performance of this Agreement, it is expressly understood that Consultant, including each of Consultant's employees, agents, subcontractors or others under Consultant's supervision or control, is an independent contractor solely responsible for its own acts and omissions, and shall not be considered an employee of the City for any purpose. Consultant agrees to comply with AB5, codified at Labor Code section 2750.3, and shall indemnify, defend and hold harmless the City, its officials, officers, employees, and agents against any claim or liability, including attorneys' fees and costs, arising in any manner related to this Agreement that an employee, agent or others under Consultant's supervision or control was misclassified.
4. Consultant Not an Agent. Except as City may specify in writing, Consultant shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Consultant shall have no authority, express or implied, pursuant to this Agreement to bind City to any obligation whatsoever.
5. Subcontractors. Consultant shall obtain prior approval of the City prior to subcontracting of any work pursuant to this Agreement. If at any time, the City determines any subcontractor is incompetent or unqualified, Consultant will be notified and will be expected to immediately cancel the subcontract. Consultant shall require and verify that all subcontractors maintain insurance meeting all of the requirements stated herein, including naming the City of Santa Cruz, its officers, officials, employees, agents, and volunteers as additional insureds. Any modification to the insurance requirements for subcontractors must be agreed to by the City in writing.
6. Assignment. This Agreement shall not be assigned without first obtaining the express written consent of the Director or after approval of the City Council. Neither party may assign this Agreement unless this Agreement is amended in accordance with its terms.
7. Conflicts of Interest. Consultant owes City a duty of undivided loyalty in performing the work and services under this Agreement. Consultant covenants (on behalf of Consultant and Consultant's employees, agents, representatives, and subcontractors) that there is no direct or indirect interest, financial or otherwise, which would conflict in any manner or degree with the performance of services required under this Agreement. Consultant acknowledges and agrees to comply with applicable provisions of conflict of interest law and regulations, including the Political Reform Act, Section 1090 of the Government Code, and the City's conflict of interest code. Consultant will immediately advise City if Consultant learns of a conflicting financial interest of Consultant during the term of this Agreement.
8. City Property. The work, or any portion, of Consultant in performing this Agreement shall become the property of City. The Consultant may be permitted to retain copies of such work for information and reference in connection only with the provision of services for the City. All materials and work product, whether finished or unfinished, shall be delivered to City upon completion of contract services or termination of this Agreement for any reason. Unless otherwise provided herein, Consultant agrees that all copyrights which arise from creation of

project-related documents and materials pursuant to this Agreement shall be vested in the City and Consultant waives and relinquishes all claims to copyright or other intellectual property rights in favor of City. Any work product related to this Agreement shall be confidential, not to be used by the Consultant on other projects or disclosed to any third party, except by agreement in writing by the City, or except as otherwise provided herein.

9. Intellectual Property and Indemnity. Consultant represents to City that, to the best of Consultant's knowledge, any Intellectual Property (including but not limited to: patent, patent application, trade secret, copyright and any applications or right to apply for registration, computer software programs or applications, tangible or intangible proprietary information, or any other intellectual property right) in connection with any services and/or products related to this Agreement does not violate or infringe upon any Intellectual Property rights of any other person or entity.

To the fullest extent permitted by law, Consultant agrees to indemnify, defend, and hold harmless City, its officials, officers, employees, and agents, from any and all claims, demands, actions, liabilities, damages, or expenses (including reasonable attorneys' fees and costs) arising out of a claim of infringement, actual or alleged, direct or contributory, of any Intellectual Property rights in any way related to Consultant's performance under this Agreement or to the City's authorized intended or actual use of Consultant's product or service under this Agreement. This provision shall survive termination or expiration of this Agreement.

If any product or service becomes, or in the Consultant's opinion is likely to become, the subject of a claim of infringement, the Consultant shall, at its sole expense: (i) provide the City the right to continue using the product or service; or (ii) replace or modify the product or service so that it becomes non-infringing; or (iii) if none of the foregoing alternatives are possible even after Consultant's commercially reasonable efforts, in addition to other available legal remedies, City will have the right to return the product or service and receive a full or partial refund of an amount equal to the value of the returned product or service, less the unpaid portion of the purchase price and any other amounts, which may be due to the Consultant. City shall have the right to retrieve its data and proprietary information at no charge prior to any return of the product or termination of service.

10. Confidentiality.
- a. Consultant shall not acquire any ownership interest in data and information ("City Data") received by Consultant from City, which shall remain the property of the City. Certain information may be considered confidential ("Confidential Information"). Confidential Information shall mean all non-public information or proprietary materials (in every form and media) disclosed or made available directly or indirectly through any means of communication, either verbally or in writing, to Consultant in connection with this Agreement. Unless otherwise required by law, Consultant shall not, without City's written permission, use or disclose City Data and/or Confidential Information other than in the performance of the obligations under this Agreement. As between Consultant and City, all City Confidential Information shall remain the property of the City. Consultant shall not acquire ownership interest in the City's Confidential Information.
  - b. Consultant shall be responsible for ensuring and maintaining the security and confidentiality of City Data and Confidential Information, protect against any anticipated threats or hazards to the security or integrity of City Data and Confidential Information, protect against unauthorized access to or use of City Data and Confidential Information that could result in substantial harm or inconvenience to City or any end users; and ensure the proper return and/or disposal of City Data and Confidential Information upon termination of this Agreement with notice to the City.



- c. Consultant shall take appropriate action to address any incident of unauthorized access to City Data and Confidential Information, including addressing and/or remedying the issue that resulted in such unauthorized access, notifying City as soon as possible of any incident of unauthorized access to City Data and Confidential Information, or any other breach in Consultant's security that materially affects City or end users; and be responsible for ensuring compliance by its officers, employees, agents, and subcontractors with the confidentiality provisions hereof. Should confidential and/or legally protected City Data be divulged to unauthorized third parties, Consultant shall comply with all applicable federal and state laws and regulations, including but not limited to California Civil Code sections 1798.29 and 1798.82 at Consultant's sole expense. Consultant shall not charge City for any expenses associated with Consultant's compliance with these obligations.
- d. Consultant shall defend, indemnify and hold harmless City, its officials, officers, employees and agents against any claim, liability, loss, injury or damage (including attorneys' fee and costs) arising out of, or in connection with, the unauthorized use, access, and/or disclosure of City Data and/or Confidential Information by Consultant and/or its agents, employees or sub-contractors, excepting only loss, injury or damage caused by the sole negligence or willful misconduct of the City. This provision shall survive the termination or expiration of this Agreement.
11. Consultant's Records. Consultant shall maintain accurate accounting records and other written documentation pertaining to the costs incurred relating to this Agreement for examination and audit by the City, State, or federal government, as applicable, during the period of this Agreement, and for a period of at least five years from the date of the final City payment for Consultant's services, unless otherwise stated herein. If Consultant engages a subcontractor to perform work related to this Agreement with a cost of \$10,000 or more over a 12-month period, such subcontract shall contain these same requirements. This provision shall survive the termination of this Agreement.
12. California Public Records Act. City is a public agency subject to the disclosure requirements of the California Public Records Act ("CPRA"). If Consultant's proprietary information is contained in documents or information submitted to City, and Consultant claims that such information falls within one or more CPRA exemptions, Consultant must clearly mark such information "Confidential and Proprietary," and identify the specific lines containing the information. In the event of a request for such information, City will make best efforts to provide notice to Consultant prior to such disclosure. If Consultant contends that any documents are exempt from the CPRA and wishes to prevent disclosure, it is required to obtain a protective order, injunctive relief or other appropriate remedy from a court of law in Santa Cruz County before the City is required to respond to the CPRA request. If Consultant fails to obtain such remedy within the time the City is required to respond to the CPRA request, City may disclose the requested information without any liability to Consultant. Consultant further agrees that it shall defend, indemnify and hold City harmless against any claim, action or litigation (including but not limited to all judgments, costs, and attorney's fees) that may result from denial by City of a CPRA request for information arising from any representation, or any action (or inaction), by the Consultant.
13. Compliance with Laws. All activities of Consultant, its employees, subcontractors and/or agents will be carried out in compliance with all applicable federal, state, and local laws and regulations.
14. Licensure. Consultant warrants that Consultant, its subcontractors and/or agents (if any) has/have complied with any and all federal, state, and local licensing requirements and agrees to provide proof of a current City of Santa Cruz Business Tax Certificate if:
- Consultant, its subcontractor(s) and agent(s) or its business is/are located in the City of Santa Cruz;
  - Will perform actual work in the City of Santa Cruz for 6 or more days annually; or
  - Will use company vehicles to deliver within the City of Santa Cruz for 6 or more days annually.

For additional information and licensing requirements, view the City's [Business Licenses and Permits webpage](#) or call the Revenue and Taxation division at 831/420-5070.

15. Living Wage. Every contract for services to the City for \$10,000 or more, is subject to City of Santa Cruz Living Wage Ordinance number 2000-25. If applicable, Consultant agrees to comply with the requirements of the Living Wage ordinance as provided in Santa Cruz Municipal Code Chapter 5.10.
16. Prevailing Wages for Public Work. To the extent that the work or services to be performed under this Agreement may be considered a "public work" (construction, alteration, demolition, or repair work) pursuant and subject to Labor Code section 1720 *et seq.*, Consultant (and any subconsultant performing the work or services) shall conform to any and all prevailing wage requirements applicable to such work/and or services under this Agreement. Consultant (and any subconsultant) shall adhere to the prevailing wage determinations made by the Director of Industrial Relations (DIR) pursuant to California Labor Code Part 7, Chapter 1, Article 2, applicable to the work, if any. All workers employed in the execution of a public works contract (as such term is defined California Labor Code section 1720 *et seq.* and section 1782(d)(1)) must be paid not less than the specified prevailing wage rates for the type of work performed. (CA Labor Code sections 1720, 1774 and 1782.)

To the extent applicable to the scope of work and services under this Agreement, Consultant agrees to be bound by the state prevailing wage requirements, including, but not limited to, the following:

- a. If a worker is paid less than the applicable prevailing wage rate owed for a calendar day (or any portion thereof), Consultant shall pay the worker the difference between the prevailing wage rate and the amount actually paid for each calendar day (or portion thereof) for which the worker(s) was paid less than the prevailing wage rate, as specified in Labor Code section 1775;
- b. Consultant shall maintain and make available payroll and worker records in accordance with Labor Code sections 1776 and 1812;
- c. If Consultant employs (and/or is legally required to employ) apprentices in performing the work and/or services under this Agreement, Consultant shall ensure compliance with Labor Code section 1777.5;
- d. Consultant is aware of the limitations imposed on overtime work by Labor Code sections 1810 *et seq.* and shall be responsible for any penalties levied in accordance with Labor Code section 1813 for failing to pay required overtime wages;
- e. Consultant shall post a copy of the applicable wage rates at each jobsite at a location readily available to its workers.
- f. Any failure of Consultant and/or its subconsultant to comply with the above requirements relating to a public work project shall constitute a breach of this Agreement that excuses the City's performance of this Agreement at the City's sole and absolute option and shall be at the sole risk of Consultant. Consultant on behalf of itself and any subconsultant, agree to indemnify, defend and hold harmless the City and its officials, officers, employees, and agents from and against any and all claims, liabilities, losses, costs, expenses, attorney's fees, damages, expenses, fines, financial consequences, interest, and penalties, of any kind or nature, arising from or relating to any failure (or alleged failure) of the Consultant and any subconsultant to pay prevailing wages or to otherwise comply with the requirements of prevailing wage law relating to a public work.
- g. Consultant acknowledges that it and/or any subconsultant may not engage in the performance of any contract for public work unless currently registered with the DIR and qualified to perform public work

pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].

17. Storm Water Requirements. To the extent applicable to the Scope of Work under this Agreement, Consultant, Consultant's employees, subcontractors, and agents are required to abide by the applicable City of Santa Cruz Storm Water Best Management Practices (BMPs) for the duration of the work. The City's mandatory Storm Water BMPs, which are listed according to the type of work, operations, or business, are located on the City website at: <https://www.cityofsantacruz.com/government/city-departments/public-works/stormwater/best-management-practices>
18. Dispute Resolution. The Parties agree to attempt in good faith to resolve through negotiation any dispute, claim or controversy arising out of or relating to this Agreement. Either party may initiate negotiations by providing written notice in letter form to the other party, setting forth the subject of the dispute and the relief requested. Promptly upon such notification, the Parties shall meet at a mutually agreeable time and place in order to exchange relevant information and perspective, and to attempt to resolve the dispute. In the event that no resolution is achieved, and if, but only if, the parties mutually agree, then prior to pursuing formal legal action, the parties shall make a good faith effort to resolve the dispute by non-binding mediation or negotiations between representatives with decision-making power, who, to the extent possible, shall not have had substantive involvement in the matters of the dispute. To the extent that the dispute involves or relates to a public works project, the Parties agree to attempt to resolve the dispute by complying with the claims process as set forth in Public Contract Code sections 9204(e), 20104-20104.6, but without waiving the requirements of the California Tort Claims Act, Gov't Code section 800 et seq. unless otherwise agreed to by the Parties.
19. Force Majeure. Neither party hereto shall be considered in default in the performance of its obligation hereunder to the extent that the performance of any such obligation is prevented or delayed by an act of God, natural disaster, pandemic, acts of terrorism, war, or other peril, which is beyond the reasonable control of the affected party and without the negligence of the respective Parties. Each party hereto shall give notice promptly to the other of the nature and extent of any Force Majeure claimed to delay, hinder or prevent performance of the services under this Agreement. Each Party will, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and will, upon the cessation of the cause, diligently pursue performance of its obligations in this Agreement. In the event either party is prevented or delayed in the performance of its respective obligation by reason of such Force Majeure, there may be an equitable adjustment of the schedule and Consultant compensation based on City's sole discretion.
20. Complete Agreement. This Agreement, along with any attachments, is the full and complete integration of the Parties' agreement with respect to the matters addressed herein, and that this Agreement supersedes any previous written or oral agreements between the Parties with respect to the matters addressed herein. Unless otherwise stated, to the extent there is any conflict between this Agreement and any other agreement (written or oral), the terms of this Agreement shall control.
21. Severability. The unenforceability, invalidity or illegality of any provision(s) of this Agreement shall not render the other provisions unenforceable, invalid or illegal.
22. Waiver. Waiver by any party of any portion of this Agreement shall not constitute a waiver of the same or any other portion hereof.
23. Governing Law. This Agreement shall be governed by and interpreted in accordance with California law.

24. Contract Interpretation. Each party acknowledges that it has reviewed this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement.
25. MacBride Principles/Peace Charter. City of Santa Cruz Resolution NS-19,378 (7/24/90) encourages all companies doing business in Northern Ireland to abide by the MacBride Principles and Peace Charter.
26. Notices. If either party shall desire or is required to give notice to the other such notice shall be given in writing, via email and concurrently delivered by overnight Federal Express [or priority U.S. Mail], addressed to recipient as follows:

**To CITY:**

City Department  
City Contact Name  
Address  
Email/Phone

**To CONSULTANT:**

Business Name  
Consultant Contact Name  
Address  
Email/Phone

Changes to the above information shall be given to the other party in writing ten (10) business days before the change is effective.

27. Counterparts. The Parties may execute this Agreement in two or more counterparts, which shall, in the aggregate, be deemed an original but all of which, together, shall constitute one and the same instrument. A scanned, electronic, facsimile or other copy of a party's signature shall be accepted and valid as an original.
28. Warranty of Authority. The signatories to this Agreement warrant and represent that each is authorized to execute this Agreement and that their respective signatures serve to legally obligate their respective representatives, agents, successors and assigns to comply with the provisions of this Agreement.

[SIGNATURES ON FOLLOWING PAGE]

Approved As To Form:

By: \_\_\_\_\_ Date: \_\_\_\_\_

Office of the City Attorney

CONSULTANT

By: \_\_\_\_\_ Date: \_\_\_\_\_

Printed: \_\_\_\_\_ Title: \_\_\_\_\_

CITY OF SANTA CRUZ

By: \_\_\_\_\_ Date: \_\_\_\_\_

Matt Huffaker  
City Manager



EXHIBIT A: SCOPE OF WORK

Form of - Do Not Execute

EXHIBIT B: FEE SCHEDULE

Form of - Do Not Execute

EXHIBIT C: WORK SCHEDULE

Form of - Do Note Execute

**EXHIBIT D: INSURANCE REQUIREMENTS****A. CERTIFICATE REQUIREMENTS**

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

- Certificate(s) will show current policy number(s) and effective dates,
- Coverage and policy limits will meet, or exceed, requirements below,
- The Certificate Holder will be City of Santa Cruz, Risk Management, 1200 Front Street., Suite 290, Santa Cruz, CA 95060,
- Certificate will be signed by an authorized representative,
- An endorsement, if required below, will be provided to show the City, its officers, officials, employees, and volunteers as additional insureds, and
- Coverages must be maintained during the term of the Agreement with the City, unless a longer duration is required.

**B. MINIMUM SCOPE AND LIMITS OF INSURANCE**

Consultant acknowledges that the insurance coverage and policy limits set forth in this section constitute the minimum amount of coverage required. If Consultant maintains broader insurance coverage and/or higher limits than the minimums shown below, the City of Santa Cruz requires and shall be entitled to the broader insurance coverage and/or higher limits maintained by Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City of Santa Cruz.

Coverage will be at least as broad as:

- **COMMERCIAL GENERAL LIABILITY (CGL): \$1,000,000 PER OCCURRENCE; \$2,000,000 AGGREGATE**  
Proof of coverage for \$1 Million per occurrence including products and completed operations, property damage, bodily injury, personal and advertising injury will be provided on Insurance Services Office (ISO) Form CG 00 01 covering CGL. If a general aggregate limit applies, either the general aggregate limit will apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit will be at least twice the required occurrence limit.
- **PROFESSIONAL LIABILITY (ERRORS AND OMISSIONS): \$2,000,000 PER OCCURRENCE OR CLAIM, \$2,000,000 AGGREGATE.**

Consultant will maintain insurance appropriate to Consultant's profession; with limit no less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate. Insurance must be maintained, and evidence of insurance must be provided for at least five (5) years after date of completion of the services under this Agreement. If coverage is canceled or non-renewed and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date or start of work date, Consultant must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.

- **AUTOMOBILE LIABILITY:**  
Proof of coverage for \$1,000,000 provided on ISO Form Number CA 00 01 covering any auto (Code 1), or if Consultant has no owned autos, hired, (Code 8) and non-owned autos (Code 9), per accident for bodily injury and property damage.
- **WORKERS' COMPENSATION AS REQUIRED BY THE STATE OF CALIFORNIA, WITH STATUTORY LIMITS, AND EMPLOYER'S LIABILITY INSURANCE: \$1,000,000 per accident for bodily injury or disease.**  
The Worker's Compensation policy must be **endorsed** with a waiver of subrogation in favor of the City for all work performed by the Consultant and its employees.

(Not required if Consultant provides written verification it has no employees) - If Contractor has no employees, Contractor shall complete and sign a [Workers' Compensation Exemption Declaration and Release of Liability](#).

### C. OTHER INSURANCE PROVISIONS

The insurance policies are to comply with the following provisions:

- **ADDITIONAL INSURED STATUS**  
The City, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL, CPL, and automobile insurance (if transporting hazardous materials policies with respect to liability arising out of work or operations performed by or on behalf of Consultant including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage will be provided in the form of an **endorsement** to Consultant's insurance at least as broad as ISO Form CG 20 10 11 85, or if not available, through the addition of **both** CG 20 10 CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 (if a later edition is used).
- **PRIMARY COVERAGE**  
For any claims related to this Agreement, Consultant's insurance coverage will be **primary** insurance as respects the City, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, agents, or volunteers will be excess of Consultant's insurance and will not contribute with it.
- **NOTICE OF CANCELLATION**  
Each insurance policy required above shall state that the coverage shall not be canceled, except with notice to the City.
- **WAIVER OF SUBROGATION**  
Consultant hereby grants to the City a waiver of any right to subrogation, except as otherwise not applicable, which any insurer of said Consultant may acquire against the City by virtue of the payment of any loss, including attorney's fees under such insurance. Consultant agrees to obtain any endorsement that may be necessary to effectuate this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.
- **EXCESS LIABILITY/UMBRELLA INSURANCE POLICIES**  
The excess/liability policies will provide similar coverage as the primary CGL policy with no new exclusions - Excess liability insurance must **follow form** the terms, conditions, definitions, and exclusions of the underlying CGL insurance. The excess/umbrella policy must also be written on a primary and noncontributory basis for an additional insured, and that it will apply before any other insurance that is available to such additional insured which covers that person or organization as a named insured, and we will not share with that other insurance.  
  
The policy regarding Limits of Insurance regarding Aggregates must provide that the aggregate limits if applicable shall apply in the same manner as the aggregate limits shown in the Schedule of the Underlying Insurance.
- **SELF-INSURED RETENTIONS**  
Self-insured retentions must be declared to and approved by the City. City may require Consultant to purchase coverage with a lower retention or provide proof of ability to pay losses and related expenses. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or City.



- **ACCEPTABILITY OF INSURERS**  
Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the City.
  - **CLAIMS MADE POLICIES**  
If any of the required policies provide coverage on a claims-made basis:
    1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
    2. Insurance must be maintained, and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
    3. If coverage is canceled or non-renewed, and not *replaced with another claims-made policy form with a Retroactive Date* prior to the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of *five (5)* years after completion of contract work.
  - **VERIFICATION OF COVERAGE**  
Consultant will furnish the City with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL, CPL, and automobile Policies listing all policy endorsements to be approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning will not waive the Consultant's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.
- D. SUBCONTRACTORS**
- Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that City is an additional insured on insurance required from subcontractors.
- E. SPECIAL RISKS/CIRCUMSTANCES**
- City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances and provide notice to Consultant.

## **Exhibit H**

### **Insurance Requirements**

## **Insurance Requirements**

### **A. CERTIFICATE REQUIREMENTS**

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

- Certificate(s) will show current policy number(s) and effective dates,
- Coverage and policy limits will meet, or exceed, requirements below,
- The Certificate Holder will be City of Santa Cruz, Risk Management, 1200 Front Street., Suite 290, Santa Cruz, CA 95060,
- Certificate will be signed by an authorized representative,
- An endorsement, if required below, will be provided to show the City, its officers, officials, employees, and volunteers as additional insureds, and
- Coverages must be maintained during the term of the Agreement with the City, unless a longer duration is required.

### **B. MINIMUM SCOPE AND LIMITS OF INSURANCE**

Consultant acknowledges that the insurance coverage and policy limits set forth in this section constitute the minimum amount of coverage required. If Consultant maintains broader insurance coverage and/or higher limits than the minimums shown below, the City of Santa Cruz requires and shall be entitled to the broader insurance coverage and/or higher limits maintained by Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City of Santa Cruz.

Coverage will be at least as broad as:

- **COMMERCIAL GENERAL LIABILITY (CGL):** \$1,000,000 PER OCCURRENCE; \$2,000,000 AGGREGATE  
Proof of coverage for \$1 Million per occurrence including products and completed operations, property damage, bodily injury, personal and advertising injury will be provided on Insurance Services Office (ISO) Form CG 00 01 covering CGL. If a general aggregate limit applies, either the general aggregate limit will apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit will be at least twice the required occurrence limit.
- **PROFESSIONAL LIABILITY (ERRORS AND OMISSIONS):** \$2,000,000 PER OCCURRENCE OR CLAIM, \$2,000,000 AGGREGATE.

Consultant will maintain insurance appropriate to Consultant's profession; with limit no less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate. Insurance must be maintained, and evidence of insurance must be provided for at least five (5) years after date of completion of the services under this Agreement. If coverage is canceled or non-renewed and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date or start of work date, Consultant must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.

- **AUTOMOBILE LIABILITY:**  
Proof of coverage for \$1,000,000 provided on ISO Form Number CA 00 01 covering any auto (Code 1), or if Consultant has no owned autos, hired, (Code 8) and non-owned autos (Code 9), per accident for bodily injury and property damage.
- **WORKERS' COMPENSATION AS REQUIRED BY THE STATE OF CALIFORNIA, WITH STATUTORY LIMITS, AND EMPLOYER'S LIABILITY INSURANCE:** \$1,000,000 per accident for bodily injury or disease.  
The Worker's Compensation policy must be **endorsed** with a waiver of subrogation in favor of the City for all work performed by the Consultant and its employees.

**(Not required if Consultant provides written verification it has no employees)** - If Contractor has no employees, Contractor shall complete and sign a [Workers' Compensation Exemption Declaration and Release of Liability](#).

### **C. OTHER INSURANCE PROVISIONS**

The insurance policies are to comply with the following provisions:

- **ADDITIONAL INSURED STATUS**  
The City, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL, CPL, and automobile insurance (if transporting hazardous materials policies with respect to liability arising out of work or operations performed by or on behalf of Consultant including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage will be provided in the form of an **endorsement** to Consultant's insurance at least as broad as ISO Form CG 20 10 11 85, or if not available, through the addition of **both** CG 20 10 CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 (if a later edition is used).
- **PRIMARY COVERAGE**  
For any claims related to this Agreement, Consultant's insurance coverage will be **primary** insurance as respects the City, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, agents, or volunteers will be excess of Consultant's insurance and will not contribute with it.
- **NOTICE OF CANCELLATION**  
Each insurance policy required above shall state that the coverage shall not be canceled, except with notice to the City.
- **WAIVER OF SUBROGATION**  
Consultant hereby grants to the City a waiver of any right to subrogation, except as otherwise not applicable, which any insurer of said Consultant may acquire against the City by virtue of the payment of any loss, including attorney's fees under such insurance. Consultant agrees to obtain any endorsement that may be necessary to effectuate this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.
- **EXCESS LIABILITY/UMBRELLA INSURANCE POLICIES**  
The excess/liability policies will provide similar coverage as the primary CGL policy with no new exclusions - Excess liability insurance must **follow form** the terms, conditions, definitions, and exclusions of the underlying CGL insurance. The excess/umbrella policy must also be written on a primary and noncontributory basis for an additional insured, and that it will apply before any other insurance that is available to such additional insured which covers that person or organization as a named insured, and we will not share with that other insurance.  
  
The policy regarding Limits of Insurance regarding Aggregates must provide that the aggregate limits if applicable shall apply in the same manner as the aggregate limits shown in the Schedule of the Underlying Insurance.
- **SELF-INSURED RETENTIONS**  
Self-insured retentions must be declared to and approved by the City. City may require Consultant to purchase coverage with a lower retention or provide proof of ability to pay losses and related expenses. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or City.

- **ACCEPTABILITY OF INSURERS**  
Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the City.
  - **CLAIMS MADE POLICIES**  
If any of the required policies provide coverage on a claims-made basis:
    1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
    2. Insurance must be maintained, and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
    3. If coverage is canceled or non-renewed, and not *replaced with another claims-made policy form with a Retroactive Date* prior to the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of *five (5)* years after completion of contract work.
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- D. SUBCONTRACTORS**  
Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that City is an additional insured on insurance required from subcontractors.
- E. SPECIAL RISKS/CIRCUMSTANCES**  
City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances and provide notice to Consultant.