

**AMENDMENT NO.   1   TO INDEPENDENT CONTRACTOR AGREEMENT**  
**NO. 24D0942**

This Amendment No.   1   (“**Amendment**”) shall serve to modify the existing Contract No. 22D0617 (“**Contract**”) between the County of Santa Cruz (“**County**”) and Bogard Construction Inc. (“**Contractor**”). County and Contractor may sometimes be referred to in this Amendment collectively as “**Parties**” or individually as “**Party**.”

**I. Background.**

- a. The Parties entered into the Contract effective August 8, 2023.
- b. The Contract has not been previously amended.
- c. The additional scope of work provides for construction management services due to the construction contract extensions and longer than anticipated project close-out.

**II. Effective Date of Amendment.**

- a. This Amendment shall be effective as of the date fully executed by all Parties hereto (“**Effective Date**”).

**III. Changes to Contract.**

- a. By executing this Amendment, the Parties agree that the Contract shall be changed in the following manner.
  1. Section 1, “DUTIES” shall be deleted and replaced with the following:

“1. DUTIES. CONTRACTOR agrees to exercise special skill, in accordance with customary and ordinary professional practices and principles accepted in the industry, to accomplish the following results: Construction Management Support Services for the County of Santa Cruz Community Development and Infrastructure Department (hereinafter “the project”) as described in Attachment A – “Scope of Services/Hourly Rates”, for services rendered between August 8, 2023 and June 30, 2024, and Attachment A1 – “Scope of Services/Hourly Rates” for services rendered on and after July 1, 2024 through project completion.”
  2. Section 2 “Compensation” shall be deleted and replaced with the following:

“2. COMPENSATION. In consideration for CONTRACTOR accomplishing said result, COUNTY agrees to pay CONTRACTOR as follows: Payment not to exceed \$114,000, processed for payment after receipt and project manager approval of monthly invoices based upon the amount of actual progress achieved during the preceding month and per agreed rates as described in Attachment A – “Scope of Services/Hourly Rates” for services rendered between August 8, 2023

and June 30, 2024, and Attachment A1 – “Scope of Services/Hourly Rates” for services rendered on and after July 1, 2024 through project completion.”

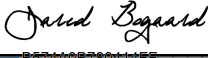


- b. All other existing provisions of the Contract not specifically addressed by this Amendment shall remain unchanged and in full force and effect. In the event of a conflict between the language of this Amendment and the Contract or any previous amendment of the Contract, the language of this Amendment shall control.

#### IV. Exhibits / Attachments.

The following Exhibits and/or Attachments are attached to this Amendment and hereby incorporated into its terms by this reference as though set forth in full:

- a. EXHIBIT A.1: Additional Scope of Services, dated May 12, 2025.

**In Witness Whereof**, the Parties have executed this Agreement by their duly authorized officers or representatives.

BOGARD CONSTRUCTION (“Contractor”)	COUNTY OF SANTA CRUZ (“County”)
<p>[Signature of person signing for Contractor]</p> <p>DocuSigned by:    B374A0B700414FF...  Jared Bogaard  6/13/2025  Date</p> <p>2</p>	<p>Michael Beaton  Director of General Services</p> <p>_____ Date</p> <p>4</p>
<p>Address: 350-A Coral Street  Santa Cruz, CA 95060</p> <p>Telephone: 831-426-8191</p> <p>Fax:</p> <p>Email: jared@bogardconstruction.com</p>	<p>Approved as to Form:</p> <p>Signed by:    FD318C222C994D0...  Office of County Counsel  6/12/2025  Date</p> <p>1</p>
<p><b>DISTRIBUTION:</b>  General Services Department  Contractor</p>	<p>Approved as to Insurance:</p> <p>Signed by:    E4EADC5BA53B4DB...  Risk Management  6/13/2025  Date</p> <p>3</p>

Attachment A1 – “Scope of Services/Hourly Rates”



May 12, 2025

**County of Santa Cruz**  
General Services Department  
701 Ocean St.  
Santa Cruz, CA 95060  
Ms. Nicole Steel, Project Manager

**Re: Additional Construction Management Services for 500 Westridge Dr. Renovations**

Dear Ms. Steel,

Thank you for selecting Bogard Construction, Inc. to continue assisting the County of Santa Cruz with this project. Additional services provided are from July 2024 to May 2025 for \$18,000.00 (Eighteen Thousand Dollars and 00/100). This value is based on 120 hours.

Attached please find our proposed fee structure for Construction Management Services.

Our scope is to act as the County's Construction Manager and Owner's Representative, to work with the County to assist with the additional scope of work related to the Generator installation delay and additional scope of work.

Bogard's general scope of services includes the following as requested by the County:

- Review contractor Potential Change Orders and Payment Applications
- County Assistance and Coordination
- Closeout documentation

Upon authorization we will proceed to bill for the additional construction management services.

Thank you again for allowing us the opportunity to submit our proposal.

If you have any questions, or require additional information, please do not hesitate to contact us.

Respectfully submitted,

A handwritten signature in blue ink, reading 'Jared Bogaard', is written over the 'Respectfully submitted,' text.

Jared Bogaard  
Executive Vice President  
Bogard Construction, Inc.

GC for JB

## Attachment A1 – “Scope of Services/Hourly Rates”



<u>Bogard Personnel</u>	<u>*Rate per Hour</u>
Principal	\$ 190.00
Executive Project Manager	\$ 170.00
Project Manager	\$ 150.00
General Superintendent	\$ 140.00
Scheduler/Cost Estimator	\$ 120.00
Superintendent	\$ 125.00
Project Engineer/Assistant Project Manager	\$ 110.00
Accounting	\$ 100.00
Administrative Services/Clerical	\$ 90.00

\*Base rate will be increased by 3% each year on July 1st starting 2022.

Fees noted above do not include Reimbursable Expenditures, which include actual expenditures made by Bogard Construction in the interest of the project, and will be billed at a rate of cost plus ten percent (10%). These expenditures include, but are not limited to, material and/or consultant costs/fees, transportation costs, travel costs (when authorized by Client), drawing and contract document reproduction, postage, etc.

### **Brief Summary of Construction Management Positions in the Owner's Representative Role**

#### **Principal**

Company Partner. Oversees the planning, budgeting, organizing, scheduling and closeout of all projects under the control of construction management team. Controls and responds to all requirements and concerns of client. Manages and assigns project resources pursuant to project complexity, size and level of Owner involvement.

#### **Executive Project Manager**

Senior Level Role. Oversee the planning, budgeting, organizing, scheduling and closeout of all projects as assigned within their respective program. Directs, coordinates and exercises functional authority for planning, organization, control, integration, and completion of projects. Reports directly to Facility Representatives & Principal.

#### **Project Manager**

Senior Level Role. Has complete responsibility for the planning, budgeting, organizing, and scheduling of several medium to small sized projects. Directs, coordinates and exercises functional authority for planning, organization, control, integration, and completion of projects. Reports directly to Principal.

#### **General Superintendent**

Company Partner. Oversees the field management, Superintendents, Safety Programs, organizing, scheduling and closeout of all projects under the control of construction management team. Controls and responds to all requirements and concerns of client. Manages and assigns project resources pursuant to project complexity, size and level of Owner involvement

#### **Estimator**

Senior Level Role. Has complete responsibility for preparing cost models complete with direct and indirect planning, design and construction costs. Coordinates site logistics and construction sequencing with Project Manager and Project Superintendent. Reports directly to Project Manager or Principal.

## Attachment A1 – “Scope of Services/Hourly Rates”



### **Scheduler**

Project Management Level Role. Has extensive knowledge of construction site activities and is responsible for preparing scheduling models using Microsoft Project to assist with coordination of a project. Coordinates site logistics and construction sequencing with Project Manager and Project Superintendent. Reports directly to Project Manager or Principal.

### **Project Superintendent**

Supporting the project manager role with field management and select office administration. Directs, coordinates and exercises functional authority for planning, organization, control, integration, and completion of projects within area of assigned responsibility. Monitors execution of work in field, reviews product design for compliance with engineering principles, company standards, customer contract requirements and related specifications.

### **Assistant Project Manager**

Mid-Level Role. Has complete responsibility for the planning, budgeting, organizing, and scheduling of several medium to small sized projects. Directs, coordinates and exercises functional authority for planning, organization, control, integration, and completion of projects. Reports directly to Principal.

### **Project Engineer**

Supporting the project manager role with office and select field management. Directs, coordinates and exercises functional authority for planning, organization, control, integration, and completion of engineering projects within area of assigned responsibility. Reviews product design for compliance with engineering principles, company standards, customer contract requirements and related specifications.

### **Accounting Manager**

Senior Level. Under direct supervision of principal, supports project manager and project superintendent in cost control of BCI component only, insurance requirements, and general administrative operations required for projects.

### **Administrative / Clerical**

Junior Level. Under direct supervision of project manager, onsite project administration of the contracts to which they are assigned. Supports project manager and project superintendent in cost control, submittal coordination, subcontractor management, negotiating changes, scheduling, and general administrative operations required for projects.

*Updated: January 1, 2023*

## Certificate Of Completion

Envelope Id: 6ADB7C8F-F8F8-4045-B8AD-52D132113378

Status: Completed

Subject: Complete with Docusign: Amendment 1- 24D0942 - Bogard Contract - FINAL.pdf

Source Envelope:

Document Pages: 5

Signatures: 3

Envelope Originator:

Certificate Pages: 5

Initials: 0

Luna Harter

AutoNav: Enabled

701 Ocean Street

Envelopeld Stamping: Enabled

Santa Cruz, CA 95060

Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Luna.Harter@santacruzcountyca.gov

IP Address: 23.119.164.142

## Record Tracking

Status: Original

Holder: Luna Harter

Location: DocuSign

6/10/2025 2:57:08 PM

Luna.Harter@santacruzcountyca.gov

Security Appliance Status: Connected

Pool: FedRamp

Storage Appliance Status: Connected

Pool: County of Santa Cruz

Location: Docusign

## Signer Events

Arthur G. Wille

Arthur.Wille@santacruzcountyca.gov

County of Santa Cruz

Assistant County Counsel

Security Level: Email, Account Authentication  
(None)

## Signature

Signed by:

  
FD318C222C994D0...

## Timestamp

Sent: 6/10/2025 2:58:05 PM

Viewed: 6/10/2025 3:18:31 PM

Signed: 6/12/2025 10:29:06 AM

Signature Adoption: Pre-selected Style

Using IP Address: 23.113.43.0

## Electronic Record and Signature Disclosure:

Accepted: 6/12/2025 10:27:12 AM

ID: 2e0dbcb2-a37e-46ce-8710-90a3b316eb91

Gina Borasi

Gina.Borasi@santacruzcountyca.gov

Risk Manager

County of Santa Cruz

Security Level: Email, Account Authentication  
(None)

Signed by:

  
E4EADC5BA53B4DB...

Sent: 6/12/2025 10:29:07 AM

Viewed: 6/13/2025 11:14:52 AM

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Signature Adoption: Pre-selected Style

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## Electronic Record and Signature Disclosure:

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Jared Bogaard

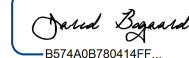
jared@bogardconstruction.com

President

Bogard Construction, Inc.

Security Level: Email, Account Authentication  
(None)

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Viewed: 6/13/2025 11:21:20 AM

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## Electronic Record and Signature Disclosure:

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## In Person Signer Events

## Signature

## Timestamp

## Editor Delivery Events

## Status

## Timestamp

## Agent Delivery Events

## Status

## Timestamp

## Intermediary Delivery Events

## Status

## Timestamp

Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	6/10/2025 2:58:05 PM
Envelope Updated	Security Checked	6/11/2025 11:48:43 AM
Envelope Updated	Security Checked	6/11/2025 11:48:43 AM
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Envelope Updated	Security Checked	6/11/2025 11:48:43 AM
Certified Delivered	Security Checked	6/13/2025 11:21:20 AM
Signing Complete	Security Checked	6/13/2025 11:21:55 AM
Completed	Security Checked	6/13/2025 11:21:55 AM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

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### **Withdrawing your consent**

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### **Consequences of changing your mind**

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

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Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

### **How to contact County of Santa Cruz:**

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: [nada.algharib@santacruzcounty.us](mailto:nada.algharib@santacruzcounty.us)

### **To advise County of Santa Cruz of your new email address**

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at [nada.algharib@santacruzcounty.us](mailto:nada.algharib@santacruzcounty.us) and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

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To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to [nada.algharib@santacruzcounty.us](mailto:nada.algharib@santacruzcounty.us) and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

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To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to [nada.algharib@santacruzcounty.us](mailto:nada.algharib@santacruzcounty.us) and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

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- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify County of Santa Cruz as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by County of Santa Cruz during the course of your relationship with County of Santa Cruz.