

29. Accept Notice of Completion for the improvements at the South County Government Center, approve amendment to agreement with Bogard Construction increasing compensation by \$18,000, and take related actions ()



County of Santa Cruz Board of Supervisors

Agenda Item Submittal

From: General Services Department

Subject: 500 Westridge Drive Tenant Improvement Notice of Completion

Meeting Date: June 24, 2025

Formal Title: Accept Notice of Completion for the improvements at the South County Government Center, approve amendment to agreement with Bogard Construction increasing compensation by \$18,000, and take related actions

Recommended Actions

1. Accept the Notice of completion for improvements at the South County Government Center;
2. Approve the final cost of \$22,900,955 for Contract No. 24D0734, for the South County Government Center Project in Watsonville, California;
3. Authorize the General Services Department to file the Notice of Completion;
4. Request the General Services Department to return the original Notice of Completion to the Clerk of the Board; and
5. Approve amendment to agreement 24D0942 with Bogard Construction for construction management services, increasing compensation by \$18,000, for a total not-to-exceed contract amount of \$114,000.

Executive Summary

The tenant improvements for the South County Government Center at 500 Westridge Drive were completed on February 3, 2025. Acceptance of the improvements will allow for the recordation of the Notice of Completion and release all funds held in retention.

Discussion

On September 10, 2019, the Board approved the initiation of a Long-Range Facilities Plan (LRFP) to guide recommendations for the efficient and cost-effective use of County-owned and leased land and facilities over the next 20 years. The LRFP outlined key strategies, including acquiring nearby properties, enhancing services in South County, consolidating departments, eliminating leases, and implementing remote work policies.

In early 2021, the Board authorized negotiations to acquire property at 355 and 500 Westridge Drive in Watsonville, located in the Westridge Business Park just off Highway 1 between Highways 129 and 152. The 500 Westridge site spans 7.77 acres and includes a 121,491-square-foot building with approximately 94,806 square feet of office space and 26,685 square feet of warehouse space, along with 461 parking spaces. The adjacent 1.1-acre site at 355 Westridge provides an additional 79 parking spaces in support of the main facility. The size, configuration, and location of the property aligned well with LRFP recommendations and presented a significant opportunity to enhance

equitable access to County services in South County.

On June 8, 2021, the Board approved the Purchase and Sale Agreement, and the property officially transferred to County ownership with the close of escrow on October 8, 2021. The initial financing for acquisition of the property, design and renovations was supported by the issuance of over \$27 million in Lease Revenue Bonds.

Following a Request for Proposal process, the Board approved a contract with Jensen Architects on November 16, 2021, for programming, design, permitting, and bidding support for the South County Government Center project. To expedite the overall project timeline, the required seismic upgrades were separated from the broader improvement plans and permitted and bid independently. Shellco General Contractor completed the seismic work between September 2022 and April 2023, while the overall renovation project was permitted and bid in fall 2022.

During the design, it became clear that co-locating multiple departments onto one site resulted in building configuration complexities beyond the conceptual assessment and spacing assumptions used during the initial cost estimating of the project. The sensitive nature, public privacy, security and access needs of the services planned to be offered at the site resulted in vast redesigns of the interior of the building. This had a trickle effect on the configuration of key building systems and structural design. These design requirements led to the determination that an additional \$16 million of bond financing was needed to accomplish the programmatic goals of the project.

On January 10, 2023, the Board approved construction contract 24D0734 with Otto Construction in the amount of \$21,169,600 to carry out renovations for the South County Government Center. The scope of work included new public lobbies, classrooms, support spaces, accessibility upgrades to restrooms and pantries, and minor exterior improvements, such as a new accessible path of travel and new entrance openings.

Change Orders totaling \$1,631,355—well within the Board-approved 10% contingency—were necessary due to unforeseen conditions. These included the replacement of eight HVAC units not originally included in the scope, additional IT infrastructure work in the Data Center, and various hidden conditions discovered during partial demolition. The construction timeline was extended to accommodate this additional work, most notably due to delays in the delivery of the back-up generator.

The South County Government Center reached substantial completion on February 3, 2025. The project has enabled two departments to relocate from four separate leased spaces into a single County-owned facility, resulting in long-term cost savings. In addition, three other departments have expanded their services to South County, improving equitable access for clients and reducing travel time for staff. Acceptance of

the completed improvements will allow for the recordation of the Notice of Completion, the release of withheld retention, and formal project close-out.

While this Notice of Completion signifies the conclusion of the major renovations, several items identified after move-in fall outside the original project scope but are necessary to improve overall functionality. Approval of the contract amendment with Bogard Construction is essential, as it provides for construction management services related to these outstanding items. These include, but are not limited to, additional upgrades to the Data Center, carpeting over concrete flooring, enhanced signage, and other services required to support project close-out.

Financial Impact

The lease revenue bonds for the acquisition and improvement of the project, as authorized by the Board, closed on October 5, 2021, in the amount of \$27,640,268. Additional lease revenue bonds in the amount of \$16,000,000 were authorized by the Board in February 2023 after it was determined during the design phase that the initial cost projections did not adequately account for the infrastructure needed to co-locate multiple departments in a single building.

In addition to the \$43,640,268 in lease revenue bonds, the Information Services Department contributed \$746,933 for critical IT infrastructure equipment installations including a back up generator and the Human Service Department contributed \$1,709,386 toward furniture and non-fixed asset items. Total project costs—including acquisition, design, permitting, construction, equipment, and administrative time—amount to \$45,920,000.

The Board-approved contract 24D0734 with Otto Construction was for \$21,169,600. Change Orders totaling \$1,631,355, due to unforeseen conditions, remained within the Board-approved 10% contingency. The final construction cost was \$22,800,955. Project funding and appropriations are available in GL Key 191170-86110 to encumber the amendment to the contract with Bogard Construction.

Strategic Initiatives

Equity Framework - County Facilities & Infrastructure, Workplace & Workforce, Leadership, Operations & Services
Operational Plan - Operational Excellence
Climate Action - Government Operations

Submitted By:

Michael Beaton, General Services Director

Recommended By:

Carlos J. Palacios, County Executive Officer

Artificial Intelligence Acknowledgment:

Artificial Intelligence (AI) did not significantly contribute to the development of this agenda item.

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.”

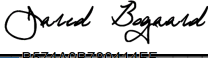


- b. All other existing provisions of the Contract not specifically addressed by this Amendment shall remain unchanged and in full force and effect. In the event of a conflict between the language of this Amendment and the Contract or any previous amendment of the Contract, the language of this Amendment 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:  ED318C222C994D0... Office of County Counsel 6/12/2025 Date</p> <p>1</p>
<p>DISTRIBUTION: 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, appearing to read 'Jared Bogaard', is written over the typed name.

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

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Security Appliance Status: Connected

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Storage Appliance Status: Connected

Pool: County of Santa Cruz

Location: Docusign

Signer Events

Signature

Timestamp

Arthur G. Wille

Arthur.Wille@santacruzcountyca.gov

County of Santa Cruz

Assistant County Counsel

Security Level: Email, Account Authentication
(None)

Signed by:


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

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

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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:


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

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

Signed: 6/13/2025 11:20:33 AM

Signature Adoption: Pre-selected Style

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Electronic Record and Signature Disclosure:

Accepted: 12/18/2023 9:38:58 AM

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Jared Bogaard

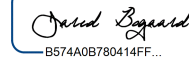
jared@bogardconstruction.com

President

Bogard Construction, Inc.

Security Level: Email, Account Authentication
(None)

DocuSigned by:


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Signed: 6/13/2025 11:21:55 AM

Signature Adoption: Pre-selected Style

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Electronic Record and Signature Disclosure:

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

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In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

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Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
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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		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, County of Santa Cruz (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

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.

All notices and disclosures will be sent to you electronically

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

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 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.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from County of Santa Cruz

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 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.

To withdraw your consent with County of Santa Cruz

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 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..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- 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.

RECORDED AT THE REQUEST OF:
GENERAL SERVICES DEPARTMENT

WHEN RECORDED MAIL TO:
COUNTY OF SANTA CRUZ
CLERK OF THE BOARD
701 OCEAN STREET, ROOM 520

Free or Complimentary Recording
Per Government Code 27383

NOTICE OF COMPLETION

NOTICE IS HEREBY GIVEN that the County of Santa Cruz, owner of the property hereinafter described, whose address is 701 Ocean Street, Santa Cruz, California, has caused a work of improvement more particularly described as follows:

500 WESTRIDGE DRIVE TENANT IMPROVEMENT PROJECT

To be constructed on property more particularly described as follows:

500 WESTRIDGE DRIVE, WATSONVILLE, CA

The work of improvement was completed by Otto Construction whose address is 1717 2nd Street Sacramento, CA 95811.

The work of improvement was completed on the 3rd day of February 2025 and accepted by the Board of Supervisors of said County on the 24th day of June 2025.

DATED: June 24, 2025

Michael Beaton
Director of General Services
County of Santa Cruz

The undersigned states: That he is the Director of General Services of the County of Santa Cruz, owner of the property referred to in this Notice of Completion; that the Board of Supervisors of said County on the 24th day of June 2025, accepted said work of improvement and directed the filing of the Notice of Completion; that he has read the Notice of Completion and knows the contents thereof; and that the facts stated therein are true.

I declare under penalty of perjury that the foregoing is true and correct. Executed

by me this 24th day of June 2025, at Santa Cruz, California.

Michael Beaton
Director of General Services
County of Santa Cruz