

19. Approve three amendments to contracts in the total amount of \$624,361 for the Juvenile Hall Multi-Use Recreation and Program Facility and Renovation projects, and take related actions ()



County of Santa Cruz Board of Supervisors

Agenda Item Submittal

From: General Services Department

Subject: Approve Amendments to Contracts for Juvenile Hall Projects

Meeting Date: February 25, 2025

Formal Title: Approve three amendments to contracts in the total amount of \$624,361 for the Juvenile Hall Multi-Use Recreation and Program Facility and Renovation projects, and take related actions

Recommended Actions

1. Approve the third amendment to contract 17C4229 with Nelson Worldwide, LLC., increasing compensation by \$394,000 and modifying the term for the Juvenile Hall Renovation project;
2. Approve the second amendment to contract 19C4335 with Bogard Construction Inc., increasing compensation by \$34,016 and modifying the term for the Juvenile Hall Gym and Renovation projects;
3. Approve the first amendment to contract 22D02297 with William Fisher Architecture, Inc., increasing compensation by \$196,345 and modifying the term for the Juvenile Hall Gym project; and
4. Direct the Director of General Services to sign and execute the amendments on behalf of the County.

Executive Summary

The Juvenile Hall Multi-Use Recreation and Program Facility (Gym) project and the Renovation and Upgrades (Renovation) project are scheduled to begin construction in early 2025, pending State agency approval, as per Senate Bill 81 (SB 81) funding guidelines. Staff requests Board approval of amendments to the contracts for the design teams' construction administration scope and construction management firm to accommodate fee increases due to delays and unanticipated scope.

Discussion

The Probation Department obtained Round 1 funding of SB 81 Local Youthful Offender Rehabilitative Facility Construction Funding Program with the Board of State and Community Corrections (BSCC) to construct the Juvenile Hall Multi-Use Recreation and Program Facility (Gym) project. The Gym will provide a State-required all-weather exercise and training facility for Juvenile Hall youth. SB 81 Round 2 funding was also awarded to the County for the Renovation and Upgrades (Renovation) project to provide essential improvements to the Juvenile Hall facility necessary to implement a new Seed-To-Table program and critical upgrades to the aging facility. The two projects will be constructed concurrently by the same contractor. All financial, permit and other project records will be maintained separately for the two projects to meet the SB 81 funding requirements.

The Board granted approval to execute a construction contract with Buhler Commercial on December 17, 2024, pending State approval. Once approved, the construction phase will begin.

Contract amendments for the design teams for both the Gym and Renovation projects are required for construction administration scope and fee, as well as a fee increase for the construction management firm under contract since 2019. Amendment No. 3 for contract 17C4229 with Nelson Worldwide LLC for the Renovation project replaces the original scope of work and fee for Construction Administration, increasing the contract amount by \$394,000 for a new contract total of \$1,338,609. Contract 19C4335 Amendment No. 2 increases the contract amount by \$34,016 for Bogard Construction, Inc. to a new contract total of \$343,206 to accommodate hourly rate increases since contract amendment No. 1 was executed in 2020. Contract 22D02297 amendment No. 1 with William Fisher Architecture Inc. for the Gym project adds construction administration scope increasing the contract amount by \$196,345 to a new total of \$291,345.

Financial Impact

State funds for construction of the Gym project were conditionally awarded from Round 1 of the BSCC SB 81 juvenile detention capital projects lease revenue bond funding program, in the amount of \$1,355,608. County funds for the balance of the estimated construction and soft costs allocated in the Capital Plant Fund Acquisition Index (191101) are currently at \$3,347,247.

In Round 2 funding of SB 81, the BSCC approved a conditional award of \$9,503,000 in State lease revenue bond financing for the cost of construction of the Renovation and Upgrades project. County funds for the balance of the estimated construction and soft costs that are allocated in the Capital Plant Fund Acquisition Index (191102) are currently at \$6,290,797.

Total appropriations available for both projects is \$20,496,652.

Strategic Initiatives

Operational Plan - Comprehensive Health & Safety, Operational Excellence

Submitted By:

Michael Beaton

Recommended By:

Carlos J. Palacios, County Administrative Officer

Artificial Intelligence Acknowledgment:

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

AMENDMENT NO. 3 TO INDEPENDENT CONTRACTOR AGREEMENT
NO. 17C4229

This Amendment No. 3 (“**Amendment**”) shall serve to modify the existing Contract No. 17C4229 (“**Contract**”) between the County of Santa Cruz (“**County**”) and Nelson Worldwide, LLC (“**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 April 18, 2017.
- b. The Parties previously executed the following amendments to the Contract:
 1. Amendment No. 1, effective February 1, 2022;
 2. Amendment No. 2, effective June 13, 2023.
- c. The additional scope of work is for Construction Administration beyond what was initially contemplated and updated fees.

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 modified as defined in Attachment A.3 Revised Scope of Services, dated November 18, 2024.
 2. Section 2 “Compensation” shall be increased from \$944,609 to \$1,338,609.
 3. Section 3 “Term” shall be deleted in its entirety and replaced with the following: “The term of this Contract shall be: Santa Cruz Board of Supervisors’ Approval Date through December 31, 2026, or completion date, whichever is later.”
- 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. ATTACHMENT A.3: Additional Scope of Services, dated November 18, 2024.

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

NELSON WORLDWIDE, LLC (“Contractor”)	COUNTY OF SANTA CRUZ (“County”)
<div>David Crotty, Vice President</div> <div>Date</div> <div>2</div>	<div>Michael Beaton, Director of General Services</div> <div>Date</div> <div>4</div>
<div>Address: 901 S Marquette Avenue Minneapolis, MN 55402</div> <div>Telephone: 510-217-3001</div> <div>Email: dcrotty@nelsonww.com</div>	<div>Approved as to Form:</div> <div><div>DocuSigned by:</div><div>Justin Graham</div><div>1/9/2025</div><div>40E85ACDEDAB42D...</div><div>Office of County Counsel</div><div>Date</div><div>1</div></div>
<div>DISTRIBUTION:</div> <div>General Services</div> <div>Contractor</div>	<div>Approved as to Insurance:</div> <div><div>Signed by:</div><div>Gina Borasi</div><div>1/10/2025</div><div>E4EADC5BA53B4DB...</div><div>Risk Management</div><div>Date</div><div>3</div></div>

ATTACHMENT A.3 REVISED SCOPE OF SERVICES



November 18, 2024

Nelco Architecture, Inc. ("NELSON") is pleased to present the following proposal to the County of Santa Cruz, ("Client") to provide updated Contract Administration services for the Juvenile Jail Renovation and Upgrades Project at 3650 Graham Hill Road Felton, CA 95018 (the "Project"). This proposal amends only Attachment A, Scope of Services & Budget, Task 5 Construction Administration as described on Pages 7 – 11 (Packet Pgs. 164 – 168) in Contract No. 17C4229. This proposal updates the fees, rates, and refines the scope from the 2017 agreement execution as provided herein.

This amendment is in accordance with the agreement section: Attachment A *"Note: Billing schedule above does not account for the possibility of an unanticipated significant delay to project design or construction schedule outside of the contractor's control or scope of work, which could affect the performance and schedule expectations, and which may result in the need for additional payment negotiations. In such circumstances adjustments to the billing schedule may be made with the written agreement of the County manager, and CGL Project Manager."*

Project Description

The Project includes but is not limited to the renovation of an existing kitchen, dining room, and support spaces: laundry, security electronics, property storage, and central control. Work also includes replacement of all cell doors and improvements to the dayrooms. Mechanical, Electrical, Plumbing, Fire Alarm, Fire Suppression system and emergency generator is included. Site work includes parking lot improvements, fencing, and a vehicle sally port. This agreement also includes fee for Security Electronics Construction Administration for a separate County project at the Facility's Gymnasium. All Gymnasium work, including Security Electronics, is separate from this project, we are including this fee as a courtesy.

Agreement

We are excited to be working with you on this Project. Please sign where indicated below and return one copy for our files. If you have any questions, please do not hesitate to call. Services will not commence until receipt of a signed copy of this Agreement.

Sincerely,
Nelco Architecture, Inc.

David Crotty
Vice President
C 29807

Agreed to and accepted by:
County of Santa Cruz

Signature

Printed Name and Title

Date

5. **Construction Administration:**

\$521,000

The Architect/Engineers will provide ongoing consultation during construction, including but not limited to: attending pre-bid meetings, reviewing and authorizing substitution requests, attending weekly County/Architect/Contractor meetings (remotely with in-person meetings attendance as needed, but no less than once a month), responding to requests for information, issuing design bulletins as necessary, reviewing submittals, providing peer review of the construction deliverables, providing clarification for questions related to design documents, reviewing pay applications if necessary, reviewing change order requests, and performing activities related to Construction Administration as needed.

Subconsultants

NELSON shall provide architectural design and consulting services to the County. NELSON shall directly contract with and manage the following sub-consultants:

- Civil Engineering: Bowman & Williams, Santa Cruz CA
- Structural Engineering: Buehler & Buehler, Sacramento CA
- Mechanical/ Electrical/ Plumbing: Glumac, Folsom CA
- Landscape Architecture: SSA Landscape Architects, Santa Cruz CA
- Security Electronics: Pennell Consulting, Spokane WA
- Fire Protection Engineer: Glumac, Folsom CA
- Telecommunications Consultant: Pennell Consulting, Spokane WA
- DIV 08 Hardware Consulting: Opening Consultants Inc. Sacramento CA

Changes to NELSON’s subconsultants may only be made with prior written authorization by County manager.

Schedule

The project has experienced numerous delays from the original outlined timeframe. Current project schedule has construction beginning in early 2025.

Billing Schedule

1. Equal monthly billings during construction
(estimated at \$37,5500/month depending on the actual length of construction)

\$521,000

Attachments: *Exhibit 1 : Hourly rates & subconsultant proposals.*



Description	Rate
1020 - Drafter	100.00
1021 - Interior Designer I	115.00
1022 - Interior Designer II	135.00
1023 - Interior Designer III	150.00
1024 - Senior Interior Designer	210.00
1033 - Technical Designer III	155.00
1041 - Architect	190.00
1044 - Senior Architect	215.00
1051 - Project Manager	200.00
1054 - Senior Project Manager	230.00
1065 - Sr. Technical Leader	325.00
1067 - National Practice Leader	425.00
2126 - CA Manager	175.00

GLUMAC A TETRA TECH COMPANY			
STANDARD HOURLY BILLING RATES			
CLASSIFICATION	RATE/HR	CLASSIFICATION	RATE/HR
ENGINEERING DESIGN		CONSULTING	
Vice President/ Program Manager	\$275 - \$400	Energy & Sustainability	\$135 - \$210
Project Manager	\$225 - \$290	Senior Energy & Sustainability	\$210 - \$300
Project Engineer	\$225 - \$290	Lighting Design	\$160 - \$250
Designer	\$160 - \$250	Technology Integration	\$175 - \$250
BIM	\$135 - \$200	Commissioning	\$135 - \$240
CAD	\$115 - \$150	Commissioning Authority	\$200 - \$340
Construction Manager	\$175 - \$225	PROJECT ADMINISTRATION	
		Project Coordinator	\$175
		Project Administrator	\$150
		Project Assistant	\$100

Effective September 2024

An annual rate increase, not to exceed 5% in a given year, will be applied each July for all professional and technical services.

BOWMAN & WILLIAMS

CONSULTING CIVIL ENGINEERS & LAND SURVEYORS

OFFICE AND PROFESSIONAL

Court Appearance and Preparation.....	\$520.00
Principal Engineer	\$260.00
Associate Engineer	\$210.00
Assistant Engineer III.....	\$190.00
Assistant Engineer II.....	\$180.00
Assistant Engineer I.....	\$150.00
Director of Land Surveying.....	\$235.00
Associate Land Surveyor	\$210.00
Technical Drafter.....	\$140.00
Administrative Assistant	\$110.00

FIELD SURVEY CREW

Survey Crew (one man).....	\$255.00
Survey Crew (two man).....	\$360.00
Survey Crew (three man)	\$525.00

CONDITIONS (unless agreement states otherwise)

A 4-hour minimum will be applied to field survey crew visits. Surcharges will be applied to weekend and holiday work if required by the client. All electronic files will require a signed, "Agreement & Release of Liability," before files will be released without a current agreement. Printing, CD/DVD burning, and conversion of drawings to useable AutoCAD format will be charged at the staff hourly rate plus direct costs as additional services. A surcharge of 15% will be applied to all sub-consultant fees. Recording fees will be charged in accordance with the consultant agreement. Vehicle mileage beyond 50 miles will be charged at the IRS standard mileage rates.

SSA Landscape Architects PROFESSIONAL SERVICES

Principal Landscape Architect	\$260.00/Hour
Associate Principal	\$245.00/Hour
Senior Project Manager	\$236.00/Hour
Project Manager II	\$219.00/Hour
Project Manager I	\$197.00/Hour
Senior Landscape Architect	\$192.00/hour
Job Captain/Landscape Architect II	\$174.00/Hour
Landscape Architect I	\$166.00/Hour
Landscape Designer III	\$162.00/Hour
Landscape Designer II/AutoCAD Technician	\$158.00/Hour
Landscape Designer I	\$149.00/Hour
Staff Clerical/Administrative	\$117.00/Hour

OCI - Hardware Consultants

Name	Role	Rate \$/hr.
Michael Rice, Managing Principal	Sr. Specification Writer/Designer/Constructability- Document Review Services	\$170
John Tebo, Sr. Associate	Constructability-Document Review/CA Phase Submittals/Site Surveys	\$150
Grant Cummings, Associate	Sr. PM/Spec Writer/Designer/Access Control + other Constructability Review/ CA Submittal Review+Sign Off	\$150
Kalei Savoy, Associate	Production Manager/Designer/Constructability Review	\$125
Lisa Esparza, Associate	Designer/CA Phase Submittals	\$115
Don Mariano	Associate/Comprehensive Peer Review / CCS, LEED,	\$205

Buehler & Buehler - Structural Engineers

Senior Principal	\$250.00
Principal.....	\$225.00
Senior Professional	\$200.00
Professional.....	\$170.00
Senior Technician.....	\$145.00
Technician	\$125.00

Marshall & Associates - Food Service

Should for any reason the progress of the work be stopped by the owner, the Consultants shall be paid for all work accomplished to the time of the cessation of work. The basis for determining the amount due shall be the actual amount of hourly work completed. Hourly rates: Steven Marshall, Principal, \$225.00/Hr., Project Director/Construction Manager, \$185.00/Hr., Tech/CAD, \$145.00/Hr., Clerical, \$75.00/Hr.

PCI - SE / FA/ LV



600 Q Street
Suite 200
Sacramento, CA 95811

P 916 443 0303

Sacramento
Los Angeles
Phoenix
San Francisco
San Luis Obispo
Silicon Valley

buehlerengineering.com

October 30, 2024

David Crotty
Nelson Worldwide, LLC
160 West Santa Clara Street, Suite 500
San Jose, California 95113
DCrotty@NelsonWW.com

Subject: Santa Cruz Juvenile Hall Food Service/Multi-Use Recreation Upgrades
Bidding through Post-Construction/Closeout Phase Restart
Buehler Project No. 2017-0326
Buehler Proposal No. 24-1314

Dear David,

Thank you for requesting a proposal to provide structural engineering services for the subject project. The Project consists of providing a structural upgrade to the existing Juvenile Hall facility in Felton, California. The one-story facility was built in 1968 using a folded concrete and hollow core precast concrete roof structure supported by a concrete masonry wall structure. The renovation will include an upgrade of the existing kitchen, dining room and support spaces, such as security electronics, laundry, storage, and central control spaces. A manufactured greenhouse will also be located on site in a new teaching garden area.

Structural upgrades include the addition of fiber reinforced polymer strips on the existing concrete and precast concrete members for seismic strengthening. An additional concrete masonry wall and interior, non-bearing light gauge walls are also going to be installed. The Project is permitted by Santa Cruz County and the State Fire Marshall.

Our scope of work will consist of the following:

Bidding Phase (estimated 3-week duration)

Buehler shall:

- Issue Addenda as appropriate to clarify or correct the contract documents.
- Provide responses to Bidder submitted Requests-for-Information (RFIs) related to structural components of the Project.

Construction Administration Phase (estimated 14 months maximum duration)

Buehler shall with reasonable promptness:

- Prepare supplemental drawings and interpretations in response to Requests-for-Clarification by the Architect, Contractor, or the Owner.
- Review structural items within Contractor submittals for general conformance with the information given in the contract documents.
- Visit the site (two site visits total) periodically to observe work and to determine, in general, if the structural portions of the constructed work are in



accordance with the contract documents. On the basis of this on-site observation, Buehler shall endeavor to guard the Owner against apparent defects and deficiencies in the permanent work constructed by the Contractor but shall not guarantee the performance of the Contractor. Buehler shall not be required to make exhaustive or continuous on-site observations to check the quality or quantity of the construction work and shall not be responsible for construction means, methods, techniques, sequences, procedures, or for any safety precautions in connection with the construction work. Buehler shall not be responsible for the Contractor's failure to execute the work in accordance with the construction contract.

Post-Construction/Closeout Phase (estimated 4-week duration)

Buehler shall:

- Provide support for the design team to resolve structural issues associated with the final punch list.
- Assist with the preparation of closeout documents required by the Authority Having Jurisdiction for the Project.
- Prepare structural record drawings incorporating as-built information as supplied by the Contractor.

Items excluded from our scope of work include the following:

- Seismic bracing of MEP distribution systems (ducts, pipes, conduits, etc.) inside or outside of the building. Such items anticipated to be delegated to third party (ISAT, Mason, etc.) systems or designed by the MEP consultants.

This proposal modifies the scope and compensation of our previous agreement but does not modify the previously agreed Terms and Conditions or BIM Services.

Our compensation for these services will be a lump sum fee as indicated below:

Fee Remaining from Previous Scope	\$23,315.00
Bidding/Construction Administration/Closeout Phase ...	\$8,000.00
Total Fixed Fee	\$31,315.00

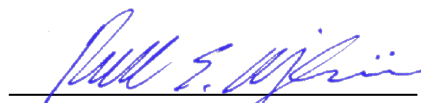
Our hourly rates are as follows:

Senior Principal	\$250.00
Principal	\$225.00
Senior Professional	\$200.00
Professional	\$170.00
Senior Technician	\$145.00
Technician	\$125.00

If you have any questions, please do not hesitate to contact me, otherwise please sign, and return a copy of this proposal as your authorization to proceed with the work and your acceptance of this proposal. If you do not sign the proposal but provide verbal authorization to proceed with the work, it is our understanding that you have accepted this proposal as written.

Sincerely,

Accepted:



Ronald E Migliori, SE
For Buehler Engineering, Inc.
rmigliori@buehlerengineering.com

David Crotty
For Nelson Worldwide, LLC

Date

Date:10/29/24

To:David Crotty

Phone:510.217.3001

Project:Santa Cruz Juvenile Hall

Project No.150-031700483

Subject:SCJH Additional CA Fee

From:Craig Zeigler

ASR No:3 Rev01

DESCRIPTION OF ADDITIONAL SERVICES

The scope of services has increased as follows beyond that defined in our original agreement dated August 21, 2017. Glumac requests additional funding for the Construction Administration phase of the project to align with our 2024 rates. Currently the fee is in accordance with rates from 2017. Scope of work remains the same as per our original proposal.

- Review submittal material for substantial conformity with the intent of the contract plans and specifications.
- Assist with review of HVAC, plumbing, fire sprinkler, and electrical related RFIs (Request for Information).
- Provide site observation(s) during the Construction Phase and prepare a written summary of the visit to become generally familiar with the progress and quality of the Contractors' work and to determine if the work is proceeding in general conformance with the Contract Documents. Such observation(s) shall not be construed as approval or guarantee of the Contractor's performance or safety measures. We have included (1) site visit in our fee proposal which will be part of final walk through with no follow-up punch-list site visit(s).
- Verifying the punch-list corrections are complete will be the responsibility of the General Contractor.
- Review Record Drawings and Operations and Maintenance manuals as prepared by the Contractor for general conformance of the work observed and approved changes.

FEE IMPACT

You will be invoiced monthly as a percentage complete against the following phased fixed fees:

	FEE	
Original Contract	\$155,000	
Additional Services Request (ASR) #1 Fee	\$7,490	
ASR #2 Fee Drawing & Spec updates	\$14,400	
ASR #3 Fee	\$11,040	
TOTAL REVISED FEE	\$ 187,930	+ \$63,000 (2017 fee) = \$74,140

REIMBURSABLES

There are no additional reimbursable expenses associated with this ASR.

The above additional services are to be provided under the same Terms and Conditions as specified in the original contract:

For: Nelson Worldwide

For: GLUMAC

David Crotty
Associate Principal



Jeff Klompus
Vice President
10/29/24

Date Authorized

Date Authorized



BOWMAN & WILLIAMS

CONSULTING CIVIL ENGINEERS & LAND SURVEYORS

ESTABLISHED IN 1908, A CALIFORNIA CORPORATION SINCE 1974

3949 RESEARCH PARK COURT, SUITE 100 • SOQUEL, CA 95073-2049

PHONE (831) 426-3560 FAX (831) 426-9182 www.bowmanandwilliams.com

Exhibit A – Proposal for Professional Services

October 18, 2024

NELSON Worldwide
ATTN: Michael Lynch
2260 Del Paso Rd, Ste 100
Sacramento, CA 95834
Email: MLynch@nelsonww.com
Phone: 408-752-4296

Subject: Santa Cruz County Juvenile Hall Construction Administration, B&W Project 26816.02

Michael,

We have developed this proposal for your review for providing construction administration services for the Santa Cruz County Juvenile Hall renovation project. We will also sub-contract the attached landscape architectural services.

We offer the following Scope of Services:

1. Pre-Construction Meeting: We propose to attend a pre-construction meeting onsite to walk the site with the contractor and answer questions they may have.
2. RFI's: We propose to provide responses to RFI's during construction.
3. Submittals: We propose to review submittals provided by the contractor for all civil-related materials to be used for construction. We will review civil-related shop drawings as needed.
4. Change Orders: We review change order requests and/or substitutions provided by the contractor for the civil-related aspects of the project.
5. Meetings: We propose to attend up to 5 virtual meetings during construction to assist with coordination of civil-related items during construction.
6. Observations: We propose to attend up to 5 onsite meetings during construction to observe civil-related items during construction. We will prepare site observation logs for each visit.
7. Final Inspection: We will attend a punch walk near the end of construction to discuss outstanding civil items and prepare a list of items discussed. We will also attend a final walk to ensure punch items have been addressed appropriately. We will prepare final inspection forms and letters as needed.
8. Asbuilts: We will review contractor mark ups of the plans and create a mark up of changes made during construction. The markups will be made with comments on the bid documents in PDF. Surveying of the asbuilt conditions is not included in this scope.

- 9. Landscape Architecture (SSA): We propose to coordinate the landscape architectural services outlined in the attached scope.
- 10. Landscape Architecture Admin: We propose administrative time for coordinating the architectural services outlined in the attached scope.
- 11. Additional Services: We initially budget a particular amount of staff time for each of the tasks outlined. Time for revision to the plans is anticipated but is finite. Unforeseen tasks may arise during the work that may cause us to exceed those estimates. Services not included in the above-described scope of work are Additional Services. Should you wish to proceed with those services we will prepare a contract amendment for your review for any additional services. We have not included construction staking, asbuilt surveying, accessibility compliance, value engineering, biological consulting services, CEQA coordination, unforeseen changes in the scope of work (including design, budget, or schedule), permitting assistance, and additional services outlined in the landscape architectural scope in this proposal. We have also excluded any conform or coordination work relating to the neighboring gymnasium project.

Summary of proposed estimated costs:

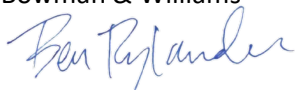
1.	Pre-Construction Meeting	\$1,900	
2.	RFI's	\$3,800	
3.	Submittals	\$3,800	
4.	Change Orders	\$3,800	
5.	Meetings	\$3,100	
6.	Observations	\$3,800	
7.	Final Inspection	\$2,600	
8.	Asbuilts	\$2,600	
<hr/>			
9.	Landscape Architecture (SSA)	\$10,544	
10.	Landscape Architecture Admin	\$1,700	+550 = \$12,794
11.	Additional Services (if requested)	T&M	
		Total: \$37,644 + T&M	

Deliverables:

We propose to provide plans in PDF format. If hardcopies are requested, printing and delivery will be billed a time and materials up to a reimbursable limit of \$550. We also propose to provide the reimbursable expenses of \$550 for SSA per the attached scope, for a total of \$1,100 in reimbursable expenses.

$\$37644 + 1100 = \$38,744$

Let us know if you have any questions or comments regarding this proposal.

Sincerely,
Bowman & Williams

Ben Rylander, PE
Principal Engineer

Attachments:

- 1. Exhibit C – Hourly Charge Rates
- 2. SSA Landscape Architects scope and fee, dated October 16, 2024



BOWMAN & WILLIAMS

CONSULTING CIVIL ENGINEERS & LAND SURVEYORS

ESTABLISHED IN 1908, A CALIFORNIA CORPORATION SINCE 1974

3949 RESEARCH PARK COURT, SUITE 100 • SOQUEL, CA 95073

PHONE (831) 426-3560 FAX (831) 426-9182 www.bowmanandwilliams.com

EXHIBIT C - HOURLY CHARGE RATES

Effective July 1, 2024

OFFICE AND PROFESSIONAL

Court Appearance and Preparation	\$520.00
Principal Engineer	\$260.00
Associate Engineer	\$210.00
Assistant Engineer III	\$190.00
Assistant Engineer II	\$180.00
Assistant Engineer I	\$150.00
Director of Land Surveying	\$235.00
Associate Land Surveyor	\$210.00
Technical Drafter	\$140.00
Administrative Assistant	\$110.00

FIELD SURVEY CREW

Survey Crew (one man)	\$255.00
Survey Crew (two man)	\$360.00
Survey Crew (three man)	\$525.00

CONDITIONS (unless agreement states otherwise)

A 4-hour minimum will be applied to field survey crew visits. Surcharges will be applied to weekend and holiday work if required by the client. All electronic files will require a signed, "Agreement & Release of Liability," before files will be released without a current agreement. Printing, CD/DVD burning, and conversion of drawings to useable AutoCAD format will be charged at the staff hourly rate plus direct costs as additional services. A surcharge of 15% will be applied to all sub-consultant fees. Recording fees will be charged in accordance with the consultant agreement. Vehicle mileage beyond 50 miles will be charged at the IRS standard mileage rates.



LANDSCAPE ARCHITECTS, INC.

LANDSCAPE ARCHITECTURAL SERVICES FOR THE JUVENILE HALL RENOVATION AND UPGRADES PROJECT, COUNTY OF SANTA CRUZ

October 16, 2024

Ben Rylander

Bowman & Williams

3949 Research Park Court, Suite 100

Soquel, CA 95073

A. PROJECT UNDERSTANDING

The scope of work contained herein is for Construction Administration services in support of a major renovation to the County of Santa Cruz owned and operated 42-bed Juvenile Hall detention facility at 3650 Graham Hill Road in Felton, California. SSA Landscape Architects, Inc. (hereinafter referred to as SSA) will be responsible for limited Construction Administration services in support of Landscape items including front entry planting and irrigation improvements; Seed-To-Table Garden area including cultivation beds, teaching area with table and sink, fencing, trellis and compost bins; and replacement tree plantings outside of limit of work. Assistance with an SSA specified greenhouse will also be provided, however final coordination with the greenhouse vendor has been completed by others.

SSA will serve as a subconsultant to Bowman & Williams Consulting Civil Engineers & Land Surveyors (herein after referred to as CLIENT) for the scope of work noted above. Based on our current understanding of the project, we have included a specific quantity of meetings and site visits for the Construction Administration phase of work. Should additional meetings or services be required to complete the design or permitting process, they will be provided as an additional service amendment to this scope of work and agreement.

The scope of work for the project is as follows:

PHASE ONE – CONSTRUCTION ADMINISTRATION

- a. Attend one Pre-Construction Meeting to answer contractor questions and walk the site with contractors.
- b. Provide plan clarification and responses to contractor RFI's throughout the construction period as requested by the CLIENT.
- c. Submittals – Review submittals, shop drawings and provide written approval, rejection or correction directives. Review proposed substitutions for conformance to drawings and technical specs, if any.
- d. CCO's – Review and make recommendations to the CLIENT/County if necessary. Change Order preparation and management by others.
- e. Construction Meetings – Attend up to (3) OAC meetings as required to discuss construction progress, and general coordination issues. Meetings anticipated to be via video conferencing.



LANDSCAPE ARCHITECTS, INC.

- f. Field Observation – Visit project site to review progress in the field up to (3) times as necessary. Provide site observation notes from each field review.
- g. Perform one pre-final acceptance walk-through and prepare punch list.
- h. Incorporate contractor provided markups to as-built drawing set.

ADDITIONAL SERVICES

SSA may provide additional services, as requested in advance by the Town. Additional services will be negotiated separately based on the billing rates contained in the "SSA Rate Schedule". Additional services may include, but are not limited to:

- a. Value engineering services beyond those included above.
- b. Procurement of Biological Consultant for environmental clearance purposes.
- c. CEQA coordination.
- d. Excessive coordination in support of project Greenhouse element beyond coordination time allowed for in this scope of work.
- e. Unforeseen changes in the scope of work, design program, budget or schedule.
- f. Submitting drawings for or any fees associated with permitting unless noted in scope above.
- g. Additive or deductive alternates beyond what is included above, and any other service not described within this Scope of Work.

FEE PROPOSAL

The fees for the above Scope of Work phases are as follows:

Phase One – Construction Administration	\$10,544.00
Scope of Work Subtotal	\$10,544.00
 Estimated Reimbursable Expenses	 \$550.00
 Total Proposed Fees	 \$11,094.00

These services are proposed to be provided on a Lump Sum basis. Fees will be billed monthly based on the actual percentage of completion in each phase.

REIMBURSABLE EXPENSES

Included in the FEE PROPOSAL is an allowance for expenses such as mileage, plotting, printing and reproduction, shipping and postage. Billings for reimbursable expenses will be submitted on or around the 25th of each month based on the actual cost for the previous month, per the attached "SSA Rate Schedule".

Detailed Breakdown of Landscape Architectural Services									
for									
County of Santa Cruz Juvenile Hall Renovation									
for									
Bowman & Williams									
Proposal No. 170022.01									
Date: 10-16-24									
BASIC SERVICES	Principal	Associate Principal	Senior Project Manager	Project Manager I	Senior Landscape Architect	Landscape Architect I	Landscape Designer II/AutoCad Tech	Landscape Designer I /AutoCAD Tech	Admin Assistant
Phase One: Construction Administration									
a. Attend one Pre-Construction meeting		2							
b. Plan clarification and RFI responses		2		6					
c. Review submittals		2		6					
d. Review change orders and make recommendations		3							
e. Attend up to (3) OAC meetings		6							
f. Review progress on-site up to (3) visits		6							
g. Perform (1) punch walk and develop punch list		3							2
h. Incorporate contractor markups into plans		2		8					
Phase One Total	0	26	0	20	0	0	0	0	2
Project Totals for In-house Staff									
Hours:	0	26	0	20	0	0	0	0	2
Rate:	\$260	\$245	\$236	\$197	\$192	\$166	\$158	\$149	\$117
Extension:	\$0	\$6,370	\$0	\$3,940	\$0	\$0	\$0	\$0	\$234
									10544
Reimbursable Expenses									
Estimated Reimbursable Expenses	\$500								
\$500				Multiplier			1.10		
Total Project Phase Services Fees									

The above breakdown represents our best estimate at this time and may change subject to future developments during the project. It is possible that some of the estimated manpower requirements for specific task items may increase, while others may not require the entire anticipated effort. This provides us a greater degree of confidence in the overall project estimate, rather than in any given task.



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EXHIBIT B**STANDARD BILLING RATE SCHEDULE**

Effective through December 31, 2024

PROFESSIONAL SERVICES

Principal Landscape Architect	\$260.00/Hour
Associate Principal	\$245.00/Hour
Senior Project Manager	\$236.00/Hour
Project Manager II	\$219.00/Hour
Project Manager I	\$197.00/Hour
Senior Landscape Architect	\$192.00/hour
Job Captain/Landscape Architect II	\$174.00/Hour
Landscape Architect I	\$166.00/Hour
Landscape Designer III	\$162.00/Hour
Landscape Designer II/AutoCAD Technician	\$158.00/Hour
Landscape Designer I	\$149.00/Hour
Staff Clerical/Administrative	\$117.00/Hour

REIMBURSABLE EXPENSES**Subconsultants**

Direct Billing x 1.10

In-House Office Services: As listed below x 1.10**Plotting:**

Color Bond	\$4.65/sf
Black & White Bond	\$2.95/sf
Vellum	\$4.55/sf
Mylar	\$10.50/sf

Transparencies:

Color	\$3.25/each
Black and White	\$2.25/each

Color Laser Prints:

8.5 x 11	\$.65/each
11 x 17	\$.95/each

Blueprints:

24 x 36	\$2.00/each
30 x 42	\$2.50/each

Black & White Laser Prints:

8.5 x 11	\$.10/each
11 x 17	\$.15/each

CD Media:

CDR	\$6.00/each
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Outside Reimbursable Expenses:

Reproduction, photography, shipping and postage, miscellaneous expenses

Direct Cost x 1.10

Travel:

Mileage Round Trip from SSA office

Current IRS Rate

Other travel expenses

Direct Cost x 1.10

FOODSERVICE &
LAUNDRY
CONSULTANTS/DESIGNERS

The Marshall Associates, Inc.

240 3rd Street Ste 2-B
Oakland, CA 94607
415/677-1200
FAX 415/677-1210

STEVEN W. MARSHALL, FCSI
MARK R. WALSH, FCSI

April 18, 2017

*Updated October 22, 2024

David Crotty
Associated Principal
NELSON
2260 Del Paso Road Suite 100
Sacramento, CA 95834

Re: **SANTA CRUZ COUNTY JUVENILE HALL –
KITCHEN RENOVATION AND NEW PROGRAM
IMPLEMENTATION** - 3650 Graham Hill Road
Proposal for the Design of the Food
Service Facilities

Dear David:

I am e-mailing our proposal for professional services for the above noted project. The fee as quoted in this contract proposal is based on our estimate of office, field time and expenses involved in the execution of the work as we understand it and follows the basic outline of desired services outlined in the project RFP documents and existing site photographs sent via email on April 6, 2017.

I, Steven W. Marshall, will be the Principal-in-Charge for this Project. Stacey Jennings is the Lead Designer and Project Director.

Our professional insurance in the amount of \$2,000,000.00 is carried with the Beazley Insurance Company of Pittsburgh, PA, through our Broker, Ewing, Hines + Associates of Wheaton, MD.

Should you have any questions regarding the proposal, or the tasks we have outlined, please advise and we will attempt to modify the contents to our mutual satisfaction.

Best regards,

Steven W. Marshall, FCSI
President

The Marshall Associates, Inc.

April 18, 2017

*Updated October 22, 2024

**PROJECT: SANTA CRUZ JUVENILE HALL –
KITCHEN RENOVATION AND NEW PROGRAM IMPLEMENTATION**
Proposal for the Design of the Foodservice Facilities

SUBJECT: Scope of Work and Fee for Design of the Foodservice Facilities

The specific part of the project for which we would provide our services would consist of the following:

1. The layout, design, specification and limited supervision of all required food services for an approximate 750 square foot kitchen. The kitchen will be designed to serve 42 inmate beds. The kitchen design will include receiving, refrigerated and dry storage, hot and cold food preparation, distribution and support functions, warewash, tray assembly and allow for efficient storage and material handling. The renovated kitchen will also be programmed to incorporate use of the new "Seed to Table" initiative that will facilitate use of food grown by inmates in a new onsite garden program. The design will allow a flexible preparation, processing and delivery system for either reasonable growth or shrinkage of the inmate population without undue disruption to work flow and labor efficiency.

This proposal does not include any modification or additional work to the housing pods or transport system at the existing facility.

2. All planning, design and execution of the foodservice documents will be appropriate for a County Juvenile Facility. Approximate costs of food service equipment will be determined during schematic phase and design development phase.
3. This proposal includes Meeting Time, Schematic Design, Design Development, Construction Documents and Construction Administration all as outlined below.
4. Consultant agrees to follow Architect's and Design Build Contractor's directions regarding design, colors, and materials of the work as required to coordinate with the building design and master plan documents.

The Marshall Associates, Inc.

Page 2

SANTA CRUZ JUVENILE HALL – KITCHEN RENOVATION AND NEW PROGRAM IMPLEMENTATION

Design of the Foodservice Facilities

For purposes of brevity in identification, the following titles will be used in this proposal to identify the principals:

- | | | |
|----|---|---|
| A. | The term CONSULTANT refers to: | THE MARSHALL ASSOCIATES, INC.
Food and Service Consultants
3000 Danville Blvd Suite F-344
Alamo, CA 94507 |
| B. | The term ARCHITECT refers to: | NELSON
2260 Del Paso Road Suite 100
Sacramento, CA 95834 |
| C. | The term OWNER & COUNTY refers to: | SANTA CRUZ COUNTY SHERIFF
3650 Graham Hill Road
Felton, CA 95018 |

The services provided will be as follows:

I. SCHEMATIC DESIGN PHASE

- | | |
|----|---|
| A. | Develop 1/8" scale design studies of food service facilities options, which includes the Kitchen, Storage, Warewash, and Trayline Staging areas. |
| B. | Develop area equipment budget estimate for Kitchen, Storage, Warewash, and Trayline Staging areas. |
| C. | Develop CAD drawing of selected kitchen program option for further study and program approval. |
| D. | Provide estimated total utility loads to the Mechanical and Electrical Engineers for building utility services estimating. |
| E. | Review the completed schematic work with the County and Architect to assure understanding as well as concurrence with the established Program Outlines. |
| F. | Attend team meetings and user group meetings – travel time for two (2) trips included in fee. |

The Marshall Associates, Inc.

Page 3

SANTA CRUZ JUVENILE HALL – KITCHEN RENOVATION AND NEW PROGRAM IMPLEMENTATION

Design of the Foodservice Facilities

II. DESIGN DEVELOPMENT PHASE

- A. After approval, expand 1/8" scale CAD schematic plan study drawing into 1/4" scale AutoCAD preliminary drawings, identifying all kitchen service equipment by number and verifying dimensions and clearances. Coordinate with Architect and Contractor to integrate detailing, color, & finishes with building design.
- B. Develop equipment schedules keyed to the preliminary drawings, identifying supply and installation responsibility.
- C. Develop an itemized equipment cost estimate.
- D. Develop PDF brochures of proposed equipment keyed to the 1/4" scale plan outlined under II-A, above.
- E. Review all planning with Owner, Architect and Engineers to verify compatibility with program intent.
- F. Update utility demands provided under I-D, above, identify by area.
- G. Attend team meetings – travel time for one (1) trip included in fee.

III. CONSTRUCTION DOCUMENT PHASE

- A. Upon approval by the Owner and Architect of complete Stage I and II work within this proposal, complete working AutoCAD 2016 construction drawings and specifications will be prepared setting forth in detail, the quantity and quality of the Food Service Equipment to be included in the Food Service Equipment Contracts.
- B. It is understood that these documents will permit competitive bidding of sub-contractors within the framework of the previously established standards, or will act as a guide if the equipment is purchased by the Owner directly.

The Marshall Associates, Inc.

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SANTA CRUZ JUVENILE HALL – KITCHEN RENOVATION AND NEW PROGRAM IMPLEMENTATION

Design of the Foodservice Facilities

III. CONSTRUCTION DOCUMENT PHASE (cont'd)

C. Included in the working drawing portion of the Construction Documents will be the following:

1. ¼" scale equipment layout plans of all areas related to the Food Service Facilities.
2. ¼" scale plan drawings indicating the required Mechanical, Plumbing, Ventilating Hood and Electrical rough-in locations. Update equipment brochures of a similar nature to those described under II-D, to be provided to further aid the Mechanical and Electrical Engineers in the completion of their work in the Food Service areas.
3. Large scale details of custom fabricated equipment.
4. Seismic calculations or structural attachment details are not included in our contract drawings. Cutsheets and equipment information will be provided to structural engineer to assist them.

D. Specifications will outline exact quality, type, utility and manufacturer of equipment; outline acceptable alternates and provide a description of installation procedures required.

E. Review and update itemized cost estimate prepared under II-C.

F. Drawings and specifications shall be prepared using Architect's standard format and sheet size and drawing standards.

G. Provide health department submittal assistance to Architect. We will provide guidelines and requirement information. Submittal package to be coordinated and issued by Architect.

IV. CONSTRUCTION ADMINISTRATION PHASE

A. Review shop drawings, brochures of proposed equipment and other related submittals by the Food Service Equipment Contractors, (or Sub-Contractors), for conformance to Construction Documents.

B. Response to all Contractor submitted RFI's.

The Marshall Associates, Inc.

Page 5

SANTA CRUZ JUVENILE HALL – KITCHEN RENOVATION AND NEW PROGRAM IMPLEMENTATION

Design of the Foodservice Facilities

IV. CONSTRUCTION ADMINISTRATION PHASE (cont'd)

- C. Review of Food Service equipment construction and the installation of equipment at project site, to assure compliance by the Fabricator, Installer or Supplier. Travel time for one (1) trip to project site included.
- D. Final recommendation (punch list) of acceptance of the Food Service Equipment Contractor's work. Travel time for one (1) trip to project site included.

V. COUNTY AND ARCHITECT'S RESPONSIBILITIES

- A. It is agreed that the County and Architect shall carefully consider the Consultant's drawings and other information and shall inform the Consultant of all decisions in such a reasonable time as to permit proper completion of the Consultant's part of the Project. The County and Architect shall furnish all pertinent information which may affect this part of the Project, and accurate information regarding the construction and engineering matters pertaining to this part of the work. Accurate CAD floor plan drawing of the spaces to be used for Kitchen, Storage, Warewashing, and Trayline Prep Areas shall be provided and updated via email to Consultant.

VI. CONSULTANT'S RESPONSIBILITIES

- A. The Consultant will provide timely CAD drawings of work related to the Food Service work to the Architect and other Project Consultants, as required for proper execution of the progress of the Project.

VII. DRAWINGS AND REPRODUCTIONS

- A. Drawings will be plotted on Architect furnished title blocks and backgrounds and shall utilize all appropriate referencing as normally used by the Architect. Specifications will be provided in the format selected by the Architect and/or the Owner.
- B. Express Delivery, Printing or Plotting of CAD Documents (on bond paper only), Specifications, Equipment Brochures, Addenda, and Amendment material will be part of contract.
- C. Ownership of all original drawings, specification masters, etc., prepared by the Consultants for this project will remain with the State.

The Marshall Associates, Inc.

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SANTA CRUZ JUVENILE HALL – KITCHEN RENOVATION AND NEW PROGRAM IMPLEMENTATION
Design of the Foodservice Facilities

VIII. COMPENSATION AND BILLING

- A. Compensation for the work as outlined above will be for a contract fee of \$6,200.00. The fee will be proportioned by stage of work as follows:

Schematic Design Phase:	COMPLETE
Design Development Phase:	COMPLETE
Construction Documents Phase:	COMPLETE
Construction Administration Phase:	<u>\$ 6,200.00</u>
TOTAL:	\$6,200.00

Billing will be on a monthly basis as percentage of work is completed.

- B. Travel time for projected trips to the Architects office in Sacramento and to the project site in Santa Cruz are included in the contract. Inclusions listed in Phases I, II and IV. Travel time for additional trips will be billed at a flat rate of \$800.00 per trip. Travel expenses for all trips (mileage, bridge tolls, parking, etc.) to be billed at net cost.
- C. Should for any reason the progress of the work be stopped by the owner, the Consultants shall be paid for all work accomplished to the time of the cessation of work. The basis for determining the amount due shall be the actual amount of hourly work completed. Hourly rates: Steven Marshall, Principal, \$225.00/Hr., Project Director/Construction Manager, \$185.00/Hr., Tech/CAD, \$145.00/Hr., Clerical, \$75.00/Hr.
- D. It is understood that the fee as herein mentioned, shall not exceed the maximum as quoted unless the Consultant is called upon to perform services above and beyond those listed herein, such as major revisions to the details of the working drawings and specifications after approval of the final design by the Architect and County. Refer to Paragraph C, above for hourly rates.
- E. Successors and Assignments: The Consultants and the Architect each binds himself, his partners, successors, legal representatives and assigns to the other party to this agreement, and to the partners, successors, legal representatives and assigns of such other party in respect of all covenants of this agreement. Neither the Consultant nor the Architect shall assign or transfer his interest in this agreement without the other's written agreement.

The Marshall Associates, Inc.

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SANTA CRUZ JUVENILE HALL – KITCHEN RENOVATION AND NEW PROGRAM IMPLEMENTATION

Design of the Foodservice Facilities

VIII. COMPENSATION AND BILLING (cont'd)

- F. Scope of Agreement: This is the entire agreement between the parties and there are no conditions, agreements or representations between parties except as expressed herein.
- G. Cancellation: This agreement may be cancelled by either party, by written notice, mailed to the other party at his place of business.

IX. INSURANCE

- A. It is understood that the Consultants carry and maintain professional liability insurance in the amount of \$2,000,000.00 during the design and construction periods of the project and for thirty-six (36) months after the and Food Service Equipment work is completed.
- B. Other insurance for this project can be provided in the form of insurance certificates upon request. General and automobile liability insurance is \$ 2,000,000.00 in coverage.

If the above is satisfactory and in order per your requirements for this Project, please sign one copy of this proposal and return to our office for our records.

THE MARSHALL ASSOCIATES, INC.

NELSON

Steven W. Marshall, FCSI
President

Title:
Date:



October 29, 2024

Mr. David Crotty, AIA
Associate Principal
Nelson Worldwide
2260 Del Paso Road, Suite 100
Sacramento, CA 95834

Subject: Santa Cruz Juvenile Facility
Design Contract Amendment Request, DCO #02, Revision 1

David,

We are requesting a design change order for the following items:

1. Additional design fees for updates to the project design to update the drawings and specifications to current standards.
 - a. Additional design will be for the following systems:
 - i. Fire Alarm System.
 - ii. Data/Telecom System.
 - iii. Security Electronics System, including the Gym.
2. Construction Administration (CA) and Closeout.
 - a. Additional CA will be for the following systems:
 - i. Fire Alarm System.
 - ii. Data/Telecom System.
 - iii. Security Electronics System, including the Gym.

Task 1 - Additional design fees to include the following:

1. Update the drawings to current standards and current manufacturers.
2. Update the specifications due to changes in manufacturer's product lines and current standards.

We are requesting a change order for this task of \$7,655. This is broken out as follows:

Item	Subtotal
Fire Alarm - Specifications	\$1,300.00
Data/Telecom - Specifications	\$1,300.00
Security Electronics - Drawings and Specifications	\$5,055.00
Total	\$7,655.00

Task 2 - Construction Administration and Closeout fees to include the following:

1. Construction Administration:
 - a. Perform submittal review, up to a maximum of 2 complete sets of electrical submittals.
 - b. Respond to requests for information.
 - c. Review progress payment applications submitted by the Electrical Contractor.
 - d. Review electrical change order costs for any clarifications to the electrical design documents.

Santa Cruz Juvenile Facility
10/29/24

Design Contract Amendment
Request

- e. Provide one (1) factory or bench test, at the Contractor's shop, of all security electronics systems prior to installation.
 - f. Provide two (2) site visits during construction for review of work and punch list review.
2. Closeout:
- a. As-Built Documents and the transfer of As-Built information generated by the contractor to the Record Documents.

We are requesting a change order for this task of \$66,897. This fee is broken out as follows:

Item	Subtotal
Fire Alarm	\$6,217.60
Data/Telecom	\$6,217.60
Security Electronics	\$54,462.00
Total	\$66,897.20

Please let us know if you have any questions concerning this proposal.

Sincerely,



Robert C. Pennell, P.E.

President

- OCI -

DESIGN, CONSTRUCTABILITY REVIEW SERVICES + DIV. 08 SOLUTIONS

Good architecture starts with listening and it lives on in spaces that respect building users...

October 8, 2024

Michael Lynch, AIA, Senior Associate

NELSON ARCHITECTURE Companies

2260 Del Paso Road, Suite 100, Sacramento, CA 95834

RE: SANTA CRUZ JUVY HALL PROJECT PROPOSAL: Opening Consultants, Inc. Design & Specification Consulting Services for architectural openings (i.e., CSI division 08 BHMA Hardware scope per below).

Dear Mr. Lynch,

We are pleased to submit this proposal, per your request submittal review services/consulting services for architectural openings intended for construction of the Santa Cruz Juvy Hall project.

1. Opening/Door Hardware Consulting Services Proposed:

A. Coordination Tasks:

- 1) Coordination with NELSON ARCHITECTURE Project Manager and Project Architect, Specification Department, Electrical Engineers, Security Consultant and Fire Life Safety Consultant.
- 2) Coordination includes coordination conference calls with Project Architect to review and perform submittal review services on hardware per below and may include the following: integration of shared components, review of consultant's section formatting, references to other technical sections, coordination with consultant's specifications for conflicts and verification of full product coverage.
- 3) OCI Additional Coordination:
 - ✓ Coordination: Detention Doors & Frames specifications (per proposal notes below)
 - ✓ Coordination: Security & Electrical - doors, frames and adjacent walls/ceilings for power supplies
 - ✓ Coordination: Hollow Metal Door & Frame selections and specifications.
 - ✓ ADA – Americans with Disabilities Act - 2010 Standards for Accessible Design

B. Construction Administration (CA) Phase – please note to meet project budget OCI has limited CA hours/services proposed:

The following coordination process between OCI and A/E scope will assist the CA process in delivery of doors, frames and hardware to the job site in a timely manner and to assist in meeting Division 01 deadlines:

- 1) Within the time-frame set up in Architect's Consultant Agreements, original unreviewed door/frame/hardware submittals to be sent to OCI within a day or two of receiving submittals from Contractor.
- 2) Except for team meetings with the Contractor as deemed necessary by A/E, OCI asks to not have direct access to Contractor. A/E reviewer to determine via communication with OCI if OCI tasks are required for each submittal.
- 3) A/E mark-ups in the review of doors/frames/security and other non-OCI submittals may affect comments in OCI scope (hardware). A/E to review door/frame + other non-OCI submittals (including but not limited to verifying correct door numbers/room assignments, verifying smoke and/or fire rating for all openings), then send reviewed non-OCI submittals to OCI in a timely manner. OCI will review to determine if A/E mark-ups will change or affect hardware.
- 4) OCI work includes review of various submittals (Sections per original proposal). OCI to either review PDF, electronic documents and transmit PDF mark ups back to contracted A/E –or review two hard copies of the hardware submittals and return one copy to architect (architect A/E team to mark other copies of submittals, see below for OCI limited fees/scope. Door Hardware to be checked with applicable shop drawings for the following Specification Sections (Sections not utilized below will not affect or lower proposed fees):

- Section 08 71 00 Door Hardware Section
- Section 11 19 02 Detention Door Hardware

**NOTE: Exceptions to the above proposal language can be made. Please contact OCI when submittal process begins for coordination/planning.*

5) **OPTIONAL PUNCH & REPORT:** OCI to not perform any site/punch walk or close out unless options are accepted. If accepted in work order, CA phase site meeting(s) to be scheduled as directed by architect at substantial completion.

- Punch services option #1: OCI to punch each door for hardware applications. Architectural team to perform door and frame punch (non-OCI scope on this project). Unless option 2 is accepted below, architectural team to perform follow up site visits and use OCI original punch report as a tool to re-check hardware without OCI site assistance (emails/conf. calls are acceptable for follow up RFIs and clarification items). Please acknowledge in work order if authorized.
- Punch services option #2: This option requires acceptance of option one. Option two, if authorized, would be an additional site walk. OCI second site meeting to include #1) re-punch all doors that had previous comments; and #2) punch additional doors that for an unforeseen circumstance could not be completed in the original site walk. Architectural team to perform follow up site visits and use OCI original punch report as a tool to re-check hardware without OCI site assistance (emails/conf. calls are acceptable for follow up RFIs and clarification items). Please acknowledge in work order if authorized.

2. **Compensation:** *Note that the total amount is not given as options are presented.
Please acknowledge in work order if options are authorized (option in red font):*

OPTIONAL Site Task (post DSA submission)	fee
Base Scope ... please acknowledge in work order if authorized	\$1,200.00

Section 08 71 00 Door Hardware Section Construction Administration (CA) submittal review, RFI's meetings			hrs	rate	fee
Discipline: CSI Div. 08 Services (as outlined in proposal)			CA		Total Fee without optional Close-out
Name	Role	Rate \$/hr.	Hours	Fee	Total Hours
Michael Rice, Managing Principal	Sr. Specification Writer/Designer/Constructability-Document Review Services	\$170	8	\$1,360	8
John Tebo, Sr. Associate	Constructability-Documents Review/CA Phase Submittals/Site Surveys	\$150	2	\$300	2
Grant Cummings, Associate	Sr. PM/Spec Writer/Designer/Access Control + other Constructability Review/ CA Submittal Review+Sign Off	\$150	8	\$1,200	8
Kalei Savoy, Associate	Production Manager/Designer/Constructability Review	\$125	4	\$500	4
Lisa Esparza, Associate	Designer/CA Phase Submittals	\$115	4	\$460	4
Don Mariano	Associate/Comprehensive Peer Review / CCS, LEED,	\$205		\$0	0
Sally Rice, Chief Admin (no fees invoiced for admin duties)					
Reimbursable Expenses		\$0		\$0	\$0
TOTAL		T&M	26	\$3,820	26
		L/S		4000	\$4,000.00

Section 11 19 02 Detention Door Hardware Construction Administration (CA) submittal review, RFI's meetings			hrs	rate	fee	
Discipline: CSI Div. 11 Services (as outlined in proposal)			CA		Total Hours	Total Fee without optional Close-out
Name	Role	Rate \$/hr.	Hours	Fee		
Michael Rice, Managing Principal	Sr. Specification Writer/Designer/Constructability-Document Review Services	\$170	8	\$1,360	8	\$1,360
John Tebo, Sr. Associate	Constructability-Document Review/CA Phase Submittals/Site Surveys	\$150	2	\$300	2	\$300
Grant Cummings, Associate	Sr. PM/Spec Writer/Designer/Access Control + other Constructability Review/ CA Submittal Review+Sign Off	\$150	8	\$1,200	8	\$1,200
Kalei Savoy, Associate	Production Manager/Designer/Constructability Review	\$125	4	\$500	4	\$500
Lisa Esparza, Associate	Designer/CA Phase Submittals	\$115	4	\$460	4	\$460
Don Mariano	Associate/Comprehensive Peer Review / CCS, LEED,	\$205		\$0	0	\$0
Sally Rice, Chief Admin (no fees invoiced for admin duties)						
Reimbursable Expenses		\$0		\$0		\$0
TOTAL		T&M	26	\$3,820	26	\$3,820
		L/S		4000		\$4,000.00

OPTIONAL Site/Punch Task (per above)	fee
Base Scope ... please acknowledge in work order if authorized	\$1,200.00

OPTIONAL Site/Punch Task (per above)	Fee
Base Scope ... please acknowledge in work order if authorized	\$800.00

GRAND TOTAL \$11,200

3. **Expenses:** Reimbursable expenses will be waived on this project.
4. **Extra Services:** Work not specifically described above, must be authorized separately as additional services at the following rates including, but not limited to, additional product investigation, development of sections for other disciplines, modification of project scope, development of sections for items indicated to be provided by others, extension/delay of schedule and more detailed review of work from other sources.
5. **Terms:** OCI understands compensation for the specification services will be billed as a percentage of completion on a monthly basis or T&M if NELSON ARCHITECTURE contract is based on T&M fees. Proposals are valid for sixty days from date of proposal. OCI reserves the right to adjust accordingly its proposed fee based on unknown conditions within the Architect's Consultant Agreement.
6. **Approval:** Work shall start upon either of the following:
- Receipt of a "Formal Notice To Proceed" or "Work Order"

Thank you again for the opportunity to submit our proposal on this project.
Sincerely,

-Michael Rice January 24, 2024

Principal
OCI

Date

Principal or Associate
NELSON ARCHITECTURE

Date

cc: Office Administrator, OCI.

OCI Project #MS-71112.1

Certificate Of Completion

Envelope Id: FBCA5E16-37F6-4BD4-BDC2-B44B858B2082
 Subject: Complete with Docusign: Amendment 3 - 17C4229 - Nelson Worldwide.pdf
 Source Envelope:
 Document Pages: 32
 Certificate Pages: 5
 AutoNav: Enabled
 Envelopeld Stamping: Enabled
 Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Status: Completed
 Envelope Originator:
 Luna Harter
 701 Ocean Street
 Santa Cruz, CA 95060
 Luna.Harter@santacruzcountyca.gov
 IP Address: 23.119.164.142


Record Tracking

Status: Original 12/6/2024 10:16:00 AM	Holder: Luna Harter Luna.Harter@santacruzcountyca.gov	Location: DocuSign
Security Appliance Status: Connected	Pool: FedRamp	
Storage Appliance Status: Connected	Pool: County of Santa Cruz	Location: DocuSign

Signer Events

Justin Graham
 Justin.Graham@santacruzcountyca.gov
 Reviewed as to form / Assistant County Counsel
 County of Santa Cruz
 Security Level: Email, Account Authentication
 (None)

Signature

DocuSigned by:

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 Signature Adoption: Pre-selected Style
 Using IP Address: 63.194.190.100

Timestamp

Sent: 12/6/2024 10:17:00 AM
 Viewed: 12/10/2024 1:33:46 PM
 Signed: 1/9/2025 4:59:40 PM

Electronic Record and Signature Disclosure:

Accepted: 3/1/2022 10:15:00 AM
 ID: dd5bcf3a-9e05-49ae-af0f-0166e942a77f

Gina Borasi
 Gina.Borasi@santacruzcountyca.gov
 Risk Manager
 County of Santa Cruz
 Security Level: Email, Account Authentication
 (None)

Signed by:

 E4EADC5BA53B4DB...
 Signature Adoption: Pre-selected Style
 Using IP Address: 63.194.190.100

Sent: 1/9/2025 4:59:42 PM
 Viewed: 1/10/2025 9:11:32 AM
 Signed: 1/10/2025 9:19:44 AM

Electronic Record and Signature Disclosure:

Accepted: 12/18/2023 9:38:58 AM
 ID: 5f1392e5-7eb7-47e8-b6a6-baa8d5c3b8c6

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 Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	12/6/2024 10:17:00 AM
Certified Delivered	Security Checked	1/10/2025 9:11:32 AM
Signing Complete	Security Checked	1/10/2025 9:19:44 AM
Completed	Security Checked	1/10/2025 9:19:44 AM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure
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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.

AMENDMENT NO. 2 TO INDEPENDENT CONTRACTOR AGREEMENT
NO. 19C4335

This Amendment No. 2 (“**Amendment**”) shall serve to modify the existing Contract No. 17C4229 (“**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 June 18, 2018.
- b. The Parties previously executed the following amendments to the Contract:
 1. Amendment No. 1, effective June 30, 2020.
- c. The additional compensation allows for updated billing rates.

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 2 “Compensation” shall be increased from \$309,190 to \$343,206.
 2. Section 3 “Term” shall be deleted in it’s entirety and replaced with the following:
“The term of this Contract shall be: June 18, 2018 through December 31, 2026, or completion date, whichever is later.”
 3. Section 13, “Attachments” shall be replaced by EXHIBIT A.2: Revised Scope of Services, dated November 14, 2024.
- 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.2: Revised Scope of Services, dated November 14, 2024.

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

BOGARD CONSTRUCTION INC. (“Contractor”)	COUNTY OF SANTA CRUZ (“County”)
<div>[Signature of person signing for Contractor]</div> <div>Jared Bogaard, Executive Vice President</div> <div>2</div>	<div>Michael Beaton, Director, General Services</div> <div>Date</div> <div>4</div>
<div>Address: 350-A Coral Street, Santa Cruz, CA 95060</div> <div>Telephone: 831-426-8191</div> <div>Email: jared@bogardconstruction.com</div>	<div>Approved as to Form:</div> <div><div>DocuSigned by:</div><div>Justin Graham</div><div>1/16/2025</div><div>Office of County Counsel</div><div>Date</div><div>1</div></div>
<div>DISTRIBUTION:</div> <div>General Services Contractor</div>	<div>Approved as to Insurance:</div> <div><div>Signed by:</div><div>Gina Borasi</div><div>1/17/2025</div><div>Risk Management</div><div>Date</div><div>3</div></div>

Attachment A.2 Scope of Services



November 14, 2024

County of Santa Cruz

Department of Public Works
701 Ocean Street, Room 410
Santa Cruz, CA 95060

Ms. Nicole Steel, Project Manager, Capital Projects

Re: Construction Management Services for Juvenile Hall Gymnasium

Dear Ms. Steel,

Thank you for selecting Bogard Construction, Inc. to assist the Santa Cruz County Probation Department with this exciting project. Attached please find our proposed fee structure for the scope of work discussed.

We understand our scope is act as the County's Construction Manager and work with the County to assist with initial plan review and project coordination, as it pertains to the following:

- Drawings and Specs Coordination
- Assist on Bidding Process
- **Meeting agenda and meeting minutes to be prepared by County's Project Manager**
- Review, track and disseminate Submittals
- Review, track and disseminate RFI's
- Review contractor Change Orders
- Assist in the coordination of special and building department inspections
- Coordination with the Architect of Record for site visits and on-site mock-up review
- Coordinate Punchlist
- Manage Final Close-out documents and releases
- Warranty coordination and confirmation

This effort is prepared based on an anticipated **10 month** construction duration. Using this assumption, our attached Fee Schedule and Fee Matrix, our **revised** proposed contract value is \$162,975 for our services through construction.

Upon authorization we will proceed on an hourly basis.

We look forward to working on this project. Thank you again for allowing us the opportunity to submit our fee 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 a light blue circular stamp.

Jared Bogaard
Executive Vice President
Bogard Construction, Inc.

GC for JB



November 14, 2024

County of Santa Cruz

Department of Public Works

701 Ocean Street, Room 410

Santa Cruz, CA 95060

Ms. Nicole Steel, Project Manager, Capital Projects

Re: Construction Management Services for Juvenile Renovation and Upgrades REVISED

Dear Ms. Steel,

Thank you for selecting Bogard Construction, Inc. to assist the Santa Cruz County Probation Department with this exciting project. Attached please find our proposed fee structure for the scope of work discussed.

We understand our scope is act as the County's Construction Manager and work with the County to assist with initial plan review and project coordination, as it pertains to the following:

- Drawings and Specs Coordination
- Assist on Bidding Process
- **Meeting agenda and meeting minutes to be prepared by County's Project Manager**
- Review, track and disseminate Submittals
- Review, track and disseminate RFI's
- Review contractor Change Orders
- Assist in the coordination of special and building department inspections
- Coordination with the Architect of Record for site visits and on-site mock-up review
- Coordinate Punchlist
- Manage Final Close-out documents and releases
- Warranty coordination and confirmation

This effort is prepared based on an anticipated **12 month** construction duration. Using this assumption, our attached Fee Schedule and Fee Matrix, our **revised** proposed contract value is \$180,231 for our services through construction.

Upon authorization we will proceed on an hourly basis.

We look forward to working on this project. Thank you again for allowing us the opportunity to submit our fee proposal. If you have any questions, or require additional information, please do not hesitate to contact us.

Respectfully submitted,

Jared Bogaard
Executive Vice President
Bogard Construction, Inc.

GC for JB



2024 Hourly Rates

Principal	\$	195.00
Project Director/Senior Project Manager	\$	175.00
Project Manager	\$	165.00
General Superintendent	\$	150.00
Scheduler/Cost Estimator	\$	130.00
Superintendent	\$	130.00
Project Engineer/Assistant Project Manager	\$	115.00
Accounting	\$	105.00
Administrative Services/Clerical	\$	95.00
Carpenter	\$	125.00
Laborer	\$	95.00

Reimbursable Expenses:

Reimbursable expenses will be billed at actual cost plus 10%, including, but not limited to, blueprinting, phone/fax, mileage, parking, travel expenses, copy reproduction and Any consultants retained by Bogard Construction, Inc. will be billed at cost + 10%.

Hourly rates are subject to annual revision.

Updated: January 1, 2023

Certificate Of Completion

Envelope Id: 10F918DC-DB99-4F6F-98F1-5EE4DBC42173

Status: Completed

Subject: Complete with Docusign: Amendment 2 - 19C4335 - Bogard SB81 Contract.pdf

Source Envelope:

Document Pages: 5

Signatures: 2

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

1/14/2025 2:34:51 PM

Luna.Harter@santacruzcountyca.gov

Security Appliance Status: Connected

Pool: FedRamp

Storage Appliance Status: Connected

Pool: County of Santa Cruz

Location: DocuSign

Signer Events

Justin Graham

Justin.Graham@santacruzcountyca.gov

Reviewed as to form / Assistant County Counsel

County of Santa Cruz

Security Level: Email, Account Authentication (None)

Signature

DocuSigned by:

Justin Graham
40E85ACDEDAB42D...

Timestamp

Sent: 1/15/2025 11:45:27 AM

Viewed: 1/16/2025 11:08:37 AM

Signed: 1/16/2025 11:08:54 AM

Signature Adoption: Pre-selected Style

Using IP Address: 63.194.190.100

Electronic Record and Signature Disclosure:

Accepted: 3/1/2022 10:15:00 AM

ID: dd5bcf3a-9e05-49ae-af0f-0166e942a77f

Gina Borasi

Gina.Borasi@santacruzcountyca.gov

Risk Manager

County of Santa Cruz

Security Level: Email, Account Authentication (None)

Signed by:

Gina Borasi
E4EADC5BA53B4DB...

Sent: 1/16/2025 11:08:55 AM

Viewed: 1/17/2025 8:27:24 AM

Signed: 1/17/2025 8:27:50 AM

Signature Adoption: Pre-selected Style

Using IP Address: 24.6.202.106

Electronic Record and Signature Disclosure:

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

ID: 5f1392e5-7eb7-47e8-b6a6-baa8d5c3b8c6

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

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Agent Delivery Events

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Intermediary Delivery Events

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Certified Delivery Events

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Carbon Copy Events

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Witness Events

Signature

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Notary Events

Signature

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Envelope Summary Events

Status

Timestamps

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	1/15/2025 11:45:27 AM
Certified Delivered	Security Checked	1/17/2025 8:27:24 AM
Signing Complete	Security Checked	1/17/2025 8:27:50 AM
Completed	Security Checked	1/17/2025 8:27:50 AM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

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Getting paper copies

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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.

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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.

AMENDMENT NO. 1 TO INDEPENDENT CONTRACTOR AGREEMENT
NO. 22D02297

This Amendment No. 1 (“**Amendment**”) shall serve to modify the existing Contract No. 17C4229 (“**Contract**”) between the County of Santa Cruz (“**County**”) and William Fisher Architecture 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 March 1, 2022.
- b. The Contract has not been previously amended.
- c. The additional scope of work provides construction administration services for the project.

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 modified to include Scope defined in Exhibit A.1 Additional Scope of Services, dated November 12, 2024.
 2. Section 2 “Compensation” shall be increased from \$95,000 to \$291,345.
 3. Section 3 “Term” shall be deleted in its entirety and replaced with the following: “The term of this Contract shall be: March 1, 2022 through December 31, 2026, or completion date, whichever is later.”
- 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 November 12, 2024.

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

WILLIAM FISHER ARCHITECTURE, INC. (“Contractor”)	COUNTY OF SANTA CRUZ (“County”)
<div>William Fisher</div> <div>2</div>	<div>Fernando Giraldo, Chief Probation Officer</div> <div>Date</div> <div>4</div>
<div>Address: 603 Front Street, Santa Cruz, CA 95060</div> <div>Telephone: 831-457-0246</div> <div>Email: bill@modern-architecture.com</div>	<div>Approved as to Form:</div> <div><div>DocuSigned by:</div><div>Justin Graham</div><div>2/11/2025</div><div>40E85ACDEDAB42D...</div><div>Office of County Counsel</div><div>Date</div><div>1</div></div>
<div>DISTRIBUTION:</div> <div>Public Works</div> <div>Contractor</div>	<div>Approved as to Insurance:</div> <div><div>Signed by:</div><div>Gina Borasi</div><div>2/11/2025</div><div>F4EADC5BA53B4DB...</div><div>Risk Management</div><div>Date</div><div>3</div></div>

WILLIAM FISHER ARCHITECTURE, INC.

Architecture, Design/Build, Planning, Interiors

Attn: Nicole Steel, Project Manager, Capital Projects
General Services Department
Santa Cruz County
701 Ocean St, Santa Cruz, CA 95060
831-454-5139 | Nicole.Steel@santacruzcountycalifornia.gov

Re: SC County Juvenile Hall
Multi-Use Recreation and Program (Gym) Project
3650 Graham Hill Rd, Felton, CA 95018

November 12, 2024

SCOPE OF SERVICES

Architectural services for the Santa Cruz County Juvenile Hall, Multi-Use Recreation and Program (Gym) Project. Consisting of a pre-engineered steel structure containing a gymnasium, two restrooms, two training facility rooms, equipment room, mechanical/electrical spaces and supporting site work.

CONSTRUCTION PHASE SERVICESBidding Process:

The County will administer the public bidding process, issue documents, be the point of contact, issue addenda, evaluate bids, and make Contractor selection. The Architect and consulting engineers will answer bidding questions and prepare addenda pertaining to scope of work as consolidated by the County.

Included Construction Phase Services:

The County will administer the construction phase. The Architect and consulting engineers shall assist the County and project through the construction phase of the project with:

- The architect will attend one pre-construction conference with the selected Contractor.
- The architect will attend weekly construction meetings (up to 53), make observations, and advise the County on progress.
- Review Contractor submittals.
- Evaluate and process Contractor's proposed substitutions.
- Respond to Contractor questions, Requests For Information (RFI's).
- Assist with processing and evaluation of Change Orders, if required.
- Prepare Construction Change Directives as needed.
- Prepare Architects Supplemental Instructions as needed.
- Coordinate Deferred Submittals.
- Assist with review of Contractor payment applications.
- Attend one walkthrough at Substantial Completion. Prepare one punch-list of items to be addressed.

WILLIAM FISHER ARCHITECTURE, INC.

modern-architecture.com • 831-457-0246 • 603 Front Street, Santa Cruz, CA 95060

courtney@modern-architecture.com • bill@modern-architecture.com

Architect C-11008 • General Contractor 961435

ATTACHMENT A.1 ADDITIONAL SCOPE OF SERVICES

Excluded Construction Phase Services

(Not in base scope, but can be addressed as Supplemental Services)

- Additional services or correspondence not identified above.
- Attend additional meetings as requested or required.
- Project close-out documents.
- Investigate matters regarding site conditions that are different than expected, found by the Contractor during performance of the work. Recommend an adjustment of the Contract Sum and/or Contract Time based on these unanticipated conditions. Generate clarification drawings, if required.

SUPPLEMENTAL/ADDITIONAL SERVICES

Supplemental/additional services as requested or required, and as authorized by the County shall be billed hourly. The Architect's and consulting engineers' services may include additional meetings/correspondence, additional documentation, processing building permit, supplemental construction phase services, updates/revisions, and/or other services not listed above.

Allowance included below.

COMPENSATION

CONSULTANT	FEE
Architect	\$87,357
Civil Engineer + 15%	\$20,470
Structural Engineer + 15%	\$17,365
Mechanical Engineer + 15%	\$6,440
Electrical Engineer + 15%	\$31,050
Fire Alarm & Telecommunications + 15%	\$15,813

Construction Phase Total: \$178,495

Supplemental/Additional Services Allowance: \$17,850

TOTAL: \$196,345

Consultant Compensation:

We apply a 15% administrative charge to the consultants' compensation for liability purposes and to coordinate the engineers and consultants included under our contract. This is included in the fees listed above. This will also be applied to consultants' amount invoiced to the Architect for Supplemental and Additional Services.

ATTACHMENT A.1 ADDITIONAL SCOPE OF SERVICES

Consultant Contracts: The agreements for the consultants included under this contract proposal are attached. They outline limits to scope of work, exclusions, assumptions, and terms and will be binding as part of this agreement. The Client is responsible for reading and Approving these sub-proposals as part of executing this agreement.

Hourly Rates: William Fisher Architecture, Inc.

Architects	\$ 250
Project Managers	\$ 225
Technical Staff	\$ 185

See attached proposals for consultant's hourly rates

EXCLUDED ITEMS

Services other than identified above
Government agencies fees
Client hired engineering or other consultants, and coordination of the same
Value engineering and scope revisions/updates
Environmental reports and hazardous materials
Reimbursable expenses
Reproductions

Note: Where the County has directly retained other consultants, it agrees that it shall not seek to hold the Architect responsible for the services or other activities of such Consultants, nor for the coordination or integration of the service of those consultants except as expressly agreed to by the Architect. It is the County's sole responsibility to coordinate the work efforts and schedule of their directly retained consultants. The Architect will endeavor to communicate with the county's directly retained consultants. The County's directly retained consultants are required to coordinate their work with the Architect's work, and with the work of the County's other directly retained consultants. Additional services on an hourly basis will be incurred by the Architect should additional time be necessary to assist the County and their directly retained consultants.

Certificate Of Completion

Envelope Id: 826125F8-181A-45EE-9D25-CA58685FF9DD

Status: Completed

Subject: Complete with Docusign: Amendment 1 - 22D02297 - WFA SB81 R1 Contract.pdf

Source Envelope:

Document Pages: 5

Signatures: 2

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Initials: 0

Luna Harter

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701 Ocean Street

Envelopeld Stamping: Enabled

Santa Cruz, CA 95060

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Luna.Harter@santacruzcountyca.gov

IP Address: 63.194.190.100

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Pool: County of Santa Cruz

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Signer Events

Justin Graham

Justin.Graham@santacruzcountyca.gov

Reviewed as to form / Assistant County Counsel

County of Santa Cruz

Security Level: Email, Account Authentication
(None)

Signature

DocuSigned by:

Justin Graham
40E85ACDEDAB42D...

Signature Adoption: Pre-selected Style

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Viewed: 2/11/2025 1:59:23 PM

Signed: 2/11/2025 2:00:41 PM

Electronic Record and Signature Disclosure:

Accepted: 3/1/2022 10:15:00 AM

ID: dd5bcf3a-9e05-49ae-af0f-0166e942a77f

Gina Borasi

Gina.Borasi@santacruzcountyca.gov

Risk Manager

County of Santa Cruz

Security Level: Email, Account Authentication
(None)

Signed by:

Gina Borasi
E4EADC5BA53B4DB...

Signature Adoption: Pre-selected Style

Using IP Address: 24.6.202.106

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Viewed: 2/11/2025 5:13:23 PM

Signed: 2/11/2025 5:13:49 PM

Electronic Record and Signature Disclosure:

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

ID: 5f1392e5-7eb7-47e8-b6a6-baa8d5c3b8c6

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 Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	2/11/2025 1:28:25 PM
Certified Delivered	Security Checked	2/11/2025 5:13:23 PM
Signing Complete	Security Checked	2/11/2025 5:13:49 PM
Completed	Security Checked	2/11/2025 5:13:49 PM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

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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.

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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.

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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..

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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>.

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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.

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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.