



# County of Santa Cruz

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## REDEVELOPMENT AGENCY

701 OCEAN STREET, ROOM 510, SANTA CRUZ, CA 96060.4000

(631) 454-2280 FAX: (631) 454-3420 TDD: (631) 454-2123

TOM BURNS, AGENCY ADMINISTRATOR

May 4, 1999

Agenda: May 18, 1999

Board of Directors  
County of Santa Cruz Redevelopment Agency  
701 Ocean Street  
Santa Cruz, CA 95060

### **A.J.CUMMINGS PARK- APPROVAL OF CONTRACT FOR DESIGN SERVICES**

Dear Members of the Board:

On July 23, 1998, your Board approved the Anna Jean Cummings Park Recreational Master Plan and directed the staff to proceed with the preparation of plans for the development of this community park, with construction tentatively scheduled to begin in early summer of 2000.

Subsequent to the approval of the Recreational Master Plan, your Board took action on February 9, 1999, approving the Request for Proposals and authorizing the Redevelopment Agency to hire an outside design consultant under the County of Santa Cruz procedures for Level III Design Services Contracts. This action by your Board of Directors was taken to enable the Agency to meet the time line for preliminary plans and construction documents for this complicated project while satisfying the numerous other construction commitments for this time period.

In accordance with these approved County procedures, the staff conducted interviews with the top pre-qualified firms based on rankings from submitted responses to the Agency's Requests for Qualifications and Proposals. Based on these Proposals and the interviews, the staff has negotiated a contract and scope of services with the top ranked firm, Bellinger Foster Steinmetz of Monterey, in the amount of \$189,200. The firm is highly regarded and has extensive experience in the design and development of large-scale community parks and recreational facilities.

As noted in the contracted scope of services, the Redevelopment Agency will continue to act as the manager of the project, the primary contact for the community, and the overseer of all work performed by the outside landscape architects and engineers. The approval of

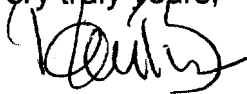
this contract will also require the transfer of available Agency multi-year reserve funds of \$120,000 to Index 611136 for the Development of the O'Neill Ranch Property, now known as Anna Jean Cummings Park.

The Redevelopment Agency staff has determined that the improvements associated with the development of the Anna Jean Cummings Park will be of benefit to the Project Area, that no other means of financing the improvements are reasonably available to the community, that the project will assist in the elimination of blight, and that the project is consistent with the Five Year Implementation Plan of the Redevelopment Agency.

It is therefore RECOMMENDED that your Board, as the Board of Directors for the Redevelopment Agency, take the following actions:

1. Approve the attached Contract and Scope of Services with Bellinger Foster Steinmetz for design services for the development of the Anna Jean Cummings Park in an amount not to exceed \$189,200 and authorize the Redevelopment Agency Administrator to sign the contract on behalf of the Agency;
2. Approve the attached Resolution Authorizing Acceptance of Unanticipated Revenues of \$120,000 from the Redevelopment Agency Capital Projects Bond Proceeds Reserves to Index 611136; and
3. Concur with and adopt the above-noted associated findings.

Very truly yours,



Tom Burns  
Redevelopment Agency Administrator  
TB:dj

RECOMMENDED:



Susan A. Mauriello  
Redevelopment Agency Director

- Attachments 1) Independent Contractor Agreement  
2) AUD 60A Resolution Accepting Unanticipated Revenues  
3) ADM 29 Request for Approval of Agreement

cc. RDA  
POSCS  
Auditor-Controller  
Bellinger Foster Steinmetz

Contract No. \_\_\_\_\_

INDEPENDENT CONTRACTOR AGREEMENT

THIS CONTRACT is entered into this \_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, by and between the COUNTY OF SANTA CRUZ REDEVELOPMENT AGENCY, hereinafter called AGENCY, and BELLINGER FOSTER STEINMETZ, hereinafter called CONTRACTOR. The parties agree as follows:

1. CONTRACTOR agrees to exercise special skill to accomplish the following result: as described in Exhibit A. "Scope of Services."

2. COMPENSATION. In consideration for CONTRACTOR accomplishing said result, COUNTY agrees to pay CONTRACTOR as follows: as described in Exhibit B, "Compensation Schedule and Reimbursable Costs."

3. TERM. The term of this contract shall be 9 to June 30, 2001.

4. EARLY TERMINATION. This Agreement may be terminated by either party upon not less than thirty days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

5. INDEMNIFICATION FOR DAMAGES, TAXES AND CONTRIBUTION& CONTRACTOR shall exonerate, indemnify, defend, and hold harmless AGENCY and the COUNTY OF SANTA CRUZ (hereinafter called COUNTY) (which for the purpose of paragraphs 5 and 6 shall include, without limitation, their officers, agents, employees and volunteers) from and against:

A. Any and all claims, demands, losses, damages, defense costs, or liability of any kind or nature which COUNTY or AGENCY may sustain or incur or which may be imposed upon it for injury to or death of persons, or damage to property as a result of, arising out of, or in any manner connected with-the CONTRACTOR'S performance under the terms of this Agreement, excepting any liability arising out of the sole negligence of AGENCY or COUNTY. Such indemnification includes any damage to the person(s), or property(ies) of CONTRACTOR and third persons.

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

6. **INSURANCE.** CONTRACTOR, at its sole cost and expense, for the full term of this Agreement (and any extensions thereof), shall obtain and maintain at minimum compliance with all of the following insurance coverage(s) and requirements. Such insurance coverage shall be primary coverage as respects AGENCY and COUNTY, and any insurance or self-insurance maintained by AGENCY or COUNTY shall be excess of CONTRACTOR'S insurance coverage and shall not contribute to it.

If CONTRACTOR utilizes one or more subcontractors in the performance of this Agreement, CONTRACTOR shall obtain and maintain Independent Contractor's Insurance as to each subcontractor or otherwise provide evidence of insurance coverage for each subcontractor equivalent to that required of CONTRACTOR in this Agreement, unless CONTRACTOR and AGENCY both initial here \_\_\_\_ / \_\_\_\_.

A. **Tynes of Insurance and Minimum Limits**

(1) Worker's Compensation in the minimum statutorily required coverage amounts. This insurance coverage shall not be required if the CONTRACTOR has no employees and certifies to this fact by initialing here \_\_\_\_.

(2) Automobile Liability Insurance for each of CONTRACTOR's vehicles used in the performance of this Agreement, including owned, non-owned (e.g., owned by CONTRACTOR'S employees), leased or hired vehicles, in the minium amount of \$500,000 combined single limit per occurrence for bodily injury and property damage. This insurance coverage shall not be required if vehicle use by CONTRACTOR is not a material part of performance of this Agreement and CONTRACTOR and AGENCY both certify to this fact by initialing here \_\_\_\_ / \_\_\_\_.

(3) Comprehensive or Commercial General Liability Insurance coverage in the minimum amount of \$1,000,000 combined single limit, including coverage for: (a) bodily injury, (b) personal injury, (c) broad form property damage, (d) contractual liability, and (e) cross-liability.

(4) Professional Liability Insurance in the minimum amount of \$1,000,000 combined single limit, if, and only if, this Subparagraph is initialed by CONTRACTOR and AGENCY MS / \_\_\_\_.

B. **Other Insurance Provisions**

(1) If any insurance coverage required in this Agreement is provided on a "Claims Made" rather than "Occurrence" form, CONTRACTOR agrees to maintain the required coverage for a period of three (3) years after the expiration of this Agreement (hereinafter "post agreement coverage") and any extensions thereof. CONTRACTOR may maintain the required post agreement coverage by renewal or purchase of prior acts or tail coverage. This provision is contingent upon post agreement coverage being both available and reasonably affordable in relation to the coverage provided during the term of this Agreement. For purposes of interpreting this requirement, a cost not exceeding 100% of the last annual

policy premium during the term of this Agreement in order to purchase prior acts or tail coverage for post agreement coverage shall be deemed to be reasonable.

(2) All required Automobile and Comprehensive or Commercial General Liability Insurance shall be endorsed to contain the following clause:

“The County of Santa Cruz, and The County of Santa **Cruz** Redevelopment Agency, their officials, and employees are added as additional insureds as respects the operations and activities of, or on behalf of, the named insureds performed under Agreement with the County of Santa **Cruz** and The County of Santa **Cruz** Redevelopment Agency.”

(3) All required insurance policies shall be endorsed to contain the following clause:

“This insurance shall not be canceled until after thirty (30) days prior written notice has been given to:

County of Santa **Cruz** Redevelopment Agency  
Agency Administrator  
701 Ocean Street, Room 510  
Santa Cruz, CA 95060. ”

(4) CONTRACTOR agrees to provide its insurance broker(s) with a full copy of these insurance provisions and provide AGENCY on or before the effective date of this Agreement with Certificates of Insurance for all required coverages. All Certificates of Insurance shall be delivered or sent to:

County of Santa **Cruz** Redevelopment Agency  
Agency Administrator  
701 Ocean Street, Room 510  
Santa **Cruz**, CA 95060.

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

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

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

(1) The CONTRACTOR shall, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, ancestry, physical or mental disability, medical condition (cancer related), marital status, sex, sexual orientation, pregnancy, gender, age (over 18), veteran status, or any other non-merit factor unrelated to job duties. In addition, the CONTRACTOR shall make a good faith effort to consider Minority/ Women/Disabled Owned Business Enterprises in CONTRACTOR's solicitation of goods and services. Definitions for Minority/Women/Disabled Business Enterprises are available from the COUNTY General Services Purchasing Division.

(2) The CONTRACTOR shall furnish COUNTY Affirmative Action Office information and reports in the prescribed reporting format (PER 4012) identifying the sex, race, physical or mental disability, and job classification of its employees and the names, dates and methods of advertisement and direct solicitation efforts made to subcontract with Minority/Women/Disabled Business Enterprises.

(3) In the event of the CONTRACTOR's non-compliance with the non-discrimination clauses of this Agreement or with any of the said rules, regulations, or orders said CONTRACTOR may be declared ineligible for further agreements with the COUNTY.

(4) The CONTRACTOR shall cause the foregoing provisions of this Subparagraph 7B. to be inserted in all subcontracts for any work covered under this Agreement by a subcontractor compensated more than \$50,000 and employing more than fifteen (15) employees, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

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

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

SECONDARY FACTORS: control which, by agreement, AGENCY may exercise over the details of the work is slight rather than substantial; (b) CONTRACTOR is engaged in a distinct occupation or business; (c) In the locality, the work to be done by CONTRACTOR is usually done by a specialist without supervision, rather than

under the direction of an employer; (d) The skill required in the particular occupation is substantial rather than slight; (e) The CONTRACTOR rather than the AGENCY supplies the instrumentalities, tools and work place; (f) The length of time for which CONTRACTOR is engaged is of limited duration rather than indefinite; (g) The method of payment of CONTRACTOR is by the job rather than by the time; (h) The work is part of a special or permissive activity, program, or project, rather than part of the regular business of AGENCY; (i) CONTRACTOR and AGENCY believe they are creating an independent contractor relationship rather than an employer-employee relationship; and (j) The AGENCY conducts public business.

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

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

9. NONASSIGNMENT. CONTRACTOR shall not assign this Agreement without the prior written consent of the AGENCY.

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

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

12. ATTACHMENTS. This Agreement includes the following attachments (identify by name or write "NONE"):

Exhibit A. "Scope of Services."

Exhibit B. "Compensation Schedule and Reimbursable Costs."

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

COUNTY OF SANTA CRUZ

By: \_\_\_\_\_  
Redevelopment Agency Administrator

Date \_\_\_\_\_

CONTRACTOR: Bellinger Foster Steinmetz

By: Michael Bellinger

Date 6 May 1999

Address: 299 Cannery Row  
Monterey, CA 93940

Telephone: (83 1) 646-1383

FAX: (83 1) 373-8653

APPROVED FOR INSURANCE:

By: Bret McKinley 5-11-99  
Risk Management

APPROVED AS TO FORM:

By: Joe M. Scott  
County Counsel

DISTRIBUTION: County Administrative Office  
Auditor-Controller  
County Counsel  
Redevelopment  
Risk Management  
Contractor



**EXHIBIT A**  
**“Scope of Services”**

## Scope of Services

*Anna Jean Cummings Park*

### **PHASE I – FINAL DESIGN PLAN**

The purpose of Phase I work is to review existing plans and to refine the park master plan at a more detailed scale before proceeding with Design Development construction plans. During this phase, meetings will be scheduled biweekly with RDA/County staff to discuss the site design, primary park elements and their cost. The project team recommends utilizing the available 25' grid of topographic and boundary survey information. Some additional field verification is requested and included as an additional service.

- 1.01 Refine project schedule, prepare start up meeting agenda. Coordinate with RDA/County staff regarding geotechnical information. Initiate additional geotechnical analysis: four to six borings to verify existing condition of fill material on upper bench; evaluate foundation conditions at restroom structures, roadway and parking lot; and, check for perched water table conditions. Prepare findings summary and letter of recommendations.
- 1.02 Meet with the Santa Cruz Redevelopment Agency, Public Works Department, and Parks Department for project kick-off meeting. Review development submittal process and status of additional geotechnical reports and topographic information. Review schedule, establish regular meeting time, location, and probable participants.

RDA to recap project goals, park master plan and program. County staff to summarize site opportunities and constraints related to the EIR and development review information required. County Parks to outline site management goals, maintenance and operation needs.

Establish tentative riparian determination limits and schedule for resolution. Identify probable water demand and system operation requirements for well/pump test by County Parks. Project to assume potable water connection for irrigation and drinking water until otherwise directed. Identify LAFCO and Soquel Water District annexation schedule and requirements. RDA to be responsible for all above permit issues.

Bellinger Foster Steinmetz to present current cost analysis based on Park Master Plan and facilitate discussion on a range of park design opportunities to address cost considerations.

- 1.03 Prepare 30 scale base sheet from available topographic information provided by RDA. Walk site with topo map and verify existing conditions and additional survey information locations. Photograph for in house design use. Obtain soil samples in up to four locations for horticultural analysis. Integrate Old San Jose Road information into project base sheet. Field Survey: Obtain site survey of additional information: tree locations and ground level elevation, top and toe of slope elevations at property lines, locate existing paths and drainage facilities along adjacent properties; locate field stakes provided by RDA for riparian determination. Revise base sheet to incorporate new information.
- 1.04 Prepare Schematic Site Plan and site sections illustrating park program refinements, balanced cut and fill grading concept, drainage recommendations, and park site plan development. Prepare revised cost analysis based on schematic site plan. Present potential cost savings opportunities for varying site design options. Prepare schematic plan of **offsite** improvements and cost estimates.
- 1.05 Present and review in regular meeting with **RDA/County** staff. Discuss park character, environmental and cost implications of site design options.
- 1.06 Address comments and revise plan as appropriate. Prepare supplemental written and graphic park detail information such as catalog cuts, details or site sections for grading, restroom buildings, shelters, gazebos, benches, etc., as necessary to support design and budget recommendations.
- 1.07 Submit (5) five copies of a Final Design Plan and support information with cost estimate for review by the RDA. The cost estimate will be used for preparing the project budget and further detailed design of park amenities. Submit and allow for 2 week RDA review.
- 1.08 Meet with RDA to review their comments on the Final Design Plan and conceptual estimate of probable construction cost. Confirm design direction for extent of mass grading, storm drainage structures, inclusion of irrigation well, project budget and phasing. Additional major park features requiring a project budget increase or phasing requested by RDA at a later time in the project, may require additional services. Establish project contingency at this time if potential project scope changes anticipated.

## **PHASE II -DESIGN DEVELOPMENT/DEVELOPMENT REVIEW SUBMITTAL**

Phase II tasks initiate construction document preparation with a focus on the required Project Development Review submittal. All aspects of the park design will be developed to a level necessary to illustrate all character features of the park and confirm materials,

finishes and detail relevant to project budget. RDA to be responsible for all agency permits coordination and application. Project team to provide only graphic and technical support.

- 2.01 Begin preparation of Design Development level construction plans with a focus on grading, drainage, site layout and park structures. Respond to RDA comments on the Final Design Plan. Review additional geotechnical analysis findings with RDA and Public Works.
- 2.02 Prepare for and attend one neighborhood meeting to discuss proposed project. Render and color site plan for presentation. Photograph community architecture and landscape features to depict park character opportunities.
- 2.03 Present park character with plans and photo boards. Obtain community input.
- 2.04 Facilitate Project Team meeting with RDA/County staff. Review progress plans, concept details and note any environmental or development permit concern. Discuss neighborhood meeting comments and how addressed in the plan.
- 2.05 Solicit and document existing utility information from all local utility providers, including water, sewer, cable, telephone, electrical, natural gas, and storm drainage. Calculate project utility service requirements and coordinate with utility agencies to meet project demands.
- 2.06 Refine program for two restroom structures. Coordinate with prefabricated structure manufacturers on standard plans modified to RDA project. Prepare plans, elevations and details to match other park structures based on manufacturer building plans. Any design feature requiring Environmental Health review will be considered an additional service.
- 2.07 Assist RDA staff with supplemental information necessary for LAFCO and Soquel Water District annexation request. Coordinate with RDA and School District regarding pedestrian access and drainage.
- 2.08 Complete design development plans and details. Respond to previous RDA/County staff comments. Submit (5) five copies of 35% to 75% complete plans to the RDA for review and comment. The following documents will be the basis for County Planning Development Review submittal.
  - A. Cover Sheet with Vicinity Map and Statement of Concept, Design Goals, and Constraints. (1 sheet)
  - B. Preliminary Reference and Layout Plan. (2 sheets)
  - C. Parking and Street Plans with horizon and vertical control. (3 sheets)

- D. Preliminary Park Grading and Drainage Plan including Cut and Fill Calculations and Drainage Profiles. (2 sheets)
- E. Preliminary Planting Plan showing all proposed trees, shrubs, turf, and groundcovers. (2 sheets)
- F. Preliminary Irrigation Plan, with all irrigation sprinkler heads, mainlines, water connections, valves, etc. (2 sheets). Submit for 35% RDA review but not for Development Review Submittal.
- G. Plans and Elevations of proposed Restrooms, Picnic Shelters and Gazebos. (4 sheets)
- H. Color Board w/ material colors for park structures. (1 sheet)
- I. Revised Preliminary Cost Estimate.
- J. Preliminary Erosion Control Plan per County Standards, and State Water Quality Resources Control Board (SWQRCB) Storm Water Pollution Prevention Plan (SWPPP).
- K. Supplemental and Original Geotechnical Analysis

**2.09** Meet with the Redevelopment Agency to discuss review comments. Identify any additional documentation required for Development Review.

2.10 Incorporate review comments into the County Planning Development Review submittal and provide reproducible of submittal documents to the RDA. RDA will print and submit document sets to the Planning Department and thirty (30) day Environmental Review period begins.

### PHASE III – CONSTRUCTION DOCUMENTS

Proceed with remaining construction document package for review by the Redevelopment Agency with consultation of the Parks Department and Public Works Department. Meet regularly with RDA/County staff to discuss detailed design of areas and elements within the park design.

3.01 Concurrent to Development Plan Review, proceed with final construction plans on AutoCAD release 14 (compatible with release 13), specifications, and probable construction cost estimate, based on the following and incorporating any reasonable conditions set forth by the Planning Department or Commission.

#### DRAWINGS (estimated drawings, but not limited to number of sheets)

- A. Cover Sheet (1 sheet)
- B. Existing Conditions and Demolition Plans (3 sheets)
- C. Construction Layout Plan (4 sheets)
- D. Park Grading and Utilities Plans with cut and fill calculations, drainage profiles, utility locations, trench details, etc. (6 sheets)

- E. Parking and Off-site Plans w/ horizontal & vertical control. (2 sheets)
  - F. Construction Details and Plan Area Enlargements (8 sheets)
  - G. Restroom, Picnic, and Gazebo structures plans, elevations, details (4 sheets)
  - H. Erosion Control Plans (2 sheets)
  - I. Irrigation Plans and details, including watering schedule (4 sheets)
  - J. Landscape Planting Plans and details (3 sheets)
  - K. Site Electrical Plans (5 sheets)
  - L. Construction Specifications (CSI Format)
  - M. Construction Bid Documents (Boiler plate supplied by County)
  - N. Construction Cost Estimate
  - O. Estimated Construction **Timeline** (by major construction elements)
- 3.02 Provide materials for SWQRCB Storm Water Pollution Prevention Plan permit submittal. RDA to coordinate submittal.
  - 3.03 Attend up to (4) four meetings to coordinate project design through RDA for art or environmental mitigation
  - 3.04 Concurrent to Development Planning Review, submit (3) three sets 90% completed construction documents (plans, specifications, and cost estimate) for RDA review.
  - 3.05 Meet with the RDA to go over any comments received from the Environmental Review on the Development Review Submittal. Respond to Environmental Review comments and Planning Staff review. Provide supplemental information, plan revisions or clarifications as appropriate.
  - 3.06 Attend hearing and provide assistance to RDA staff with presentation to Planning Commission.
  - 3.07 Meet with the RDA, Parks Department and Public Works Department to go over any questions, concerns, or final design requirements.
  - 3.08 Submit final construction documents on reproducible mylars and also submit (4) four sets of blueines of the final construction documents wet signed by all consultants. Submit original CSI formatted specifications with County supplied general provisions and special conditions. Submit (4) four copies of the final probable construction cost estimate. Meet with County staff to submit the above documents and cost estimate.

#### **PHASE IV – CONSTRUCTION REVIEW**

- 4.01 Respond to bid questions and comments through RDA. Provide written or graphic materials in addendum form for bid clarification.

- 4.02 Attend meeting for bid openings and review bids for award recommendation.
- 4.03 Attend preconstruction meeting. Provide **meeting** discussion items to RDA, such as: regulatory or RDA approval conditions that may limit scheduling flexibility, construction, review and approval of particular items; confirming submittal requirements and substitution request procedure; **construction** management information request process; and key field reviews.
- 4.04 County staff will perform the day to day construction administration and inspections. Project team shall be available to: clarify plans during construction; review site conditions for conformance to project design plans; and address any field adjustment. Discuss technical issues with RDA construction manager and review submittals. Evaluate substitutes and change order requests for cost and quality benefits to RDA.
- 4.05 Assist with scheduled weekly or biweekly on site reviews, **followed** by written field reports. Field reviews include but not limited to rough grading, hardscape and site furnishings layout, finish grading, irrigation mainline valve and head layout, site installation, material finishes, plant layout, substantial completion, and final review.

#### ADDITIONAL SERVICES

- 5.1 Two (2) 3-D photo simulations.
- 5.2 Provide additional site visits during construction review.
- 5.3 Prepare electrical plans and specifications **necessary** for irrigation well pump.

**EXHIBIT B**  
**“Compensation Schedule and Reimbursable Costs”**



**EXHIBIT B**  
**"Compensation Schedule and Reimbursable Costs"**

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**COMPENSATION**

<b>1.0</b>	<b>CONCEPTUAL DESIGN</b>	
	Bellinger Foster Steinmetz	\$16,340
	Bowman & Williams	\$13,650
	Central Pacific Engineering	\$3,645
	Haro & Kasunich	\$3,770
<b>2.0</b>	<b>PRELIMINARY DESIGN</b>	
	Bellinger Foster Steinmetz	\$46,445
	Bowman & Williams	\$18,480
	Central Pacific Engineering	\$2,680
<b>3.0</b>	<b>CONSTRUCTION DOCUMENTS</b>	
	Bellinger Foster Steinmetz	\$42,785
	Bowman & Williams	\$14,100
	Central Pacific Engineering	\$5,605
<b>4.0</b>	<b>BIDDING &amp; CONSTRUCTION REVIEW</b>	
	Bellinger Foster Steinmetz	\$7,500
	Bowman & Williams	\$7,320
	Central Pacific Engineering	\$2,200
	<b>REIMBURSABLE BUDGET</b>	\$4,680
	<b>TOTAL (Tasks 1.0 – 4.0)</b>	<b>\$189,200</b>

<b>5.0</b>	<b>ADDITIONAL SERVICES</b>	
	Any additional presentations, drawings or documents not identified in the Scope of Services will be considered additional services. Additional services are provided only as authorized and on an hourly basis unless otherwise approved.	
5.1	Two (2) 3-D Photo Simulations	\$5,000
5.2	Additional Site Review Visits/Per Visit	\$400
5.3	Provide electrical plans and specifications for irrigation well pump and control system.	\$2,575

**HOURLY RATES AND REIMBURSABLE EXPENSES BUDGET**

See attached Standard Schedule of Compensation dated January 1999. All costs for photography, printing, special delivery, horticultural soils analysis, and other costs, as approved in writing by the Redevelopment Agency and directly related to the project, would be billed as a reimbursable expense at our cost plus a fifteen percent administration charge.

attachments: Standard Schedule of Compensation, dated 1/99

## Standard Schedule of Compensation

*January 2999*

### GENERAL

The following list of fees and reimbursable expense items shall be used in providing services within our agreement and may be annually adjusted, upon issuance of an updated Standard Schedule of Compensation:

Senior Principal	\$95/hour
Principal	\$90/hour
Landscape Architect	\$75/hour
Assistant 1	\$58/hour
Assistant 2	\$48/hour
Word Processor/Clerical	\$50/hour

### **ADDITIONAL SERVICES**

Any additional presentations, drawings or documents not identified in the Scope of Services will be considered additional services. Additional services are provided only with prior authorization and on an hourly basis unless otherwise approved.

ATTACHMENT 2

BEFORE THE BOARD OF DIRECTORS  
OF THE SANTA CRUZ COUNTY REDEVELOPMENT AGENCY  
STATE OF CALIFORNIA

RESOLUTION NO.

On the motion of Director  
duly seconded by Director  
the following resolution is adopted.

RESOLUTION ACCEPTING UNANTICIPATED REVENUE

WHEREAS, the Santa Cruz County Redevelopment Agency is a recipient of funds from ~~Capital Projects Bond Proceeds~~ of the O'Neill Ranch Property, now known as the Anna Jean Cummings Park project; and

WHEREAS, the Agency is a recipient of funds in the amount of \$120,000 which are either in excess of those anticipated or are not specifically set forth in the current fiscal year budget of the Agency; and

WHEREAS, pursuant to Government Code Section 29 130(c), such funds may be made available for specific appropriation by a four-fifths vote of the Board of Directors;

NOW, THEREFORE, BE IT RESOLVED AND ORDERED that the Santa Cruz County Auditor-Controller accept funds in the amount of \$120,000 as follows:

<u>T/C</u>	<u>Index</u> <u>Number</u>	<u>Revenue</u> <u>Subobject</u> <u>Number</u>	<u>Account Name</u>	<u>Amount</u>
001	611100	2500	RDA Capital Projects	\$120,000

and that such funds be and are hereby appropriated as follows:

<u>T/C</u>	<u>Index</u> <u>Number</u>	<u>Expenditure</u> <u>Subobject</u> <u>Number</u>	<u>PRJ/UCD</u>	<u>Account Name</u>	<u>Amount</u>
021	611136	9842		O'Neill/Cummings Park	\$120,000

DEPARTMENT HEAD: I hereby certify that the fiscal provisions have been researched and that the Revenues have been received within the current fiscal year.

BY [Signature]  
Department Head

D a t e 5/5/99

\*\*\*\*\*

COUNTY ADMINISTRATIVE OFFICER

X Recommended to Board

\_\_\_\_ Not Recommended to Board

\*\*\*\*\*

PASSED AND ADOPTED by the Board of Directors of the Santa Cruz County Redevelopment Agency, State of California, this \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_ by the following vote (requires four-fifths vote for approval):

AYES: DIRECTORS

NOES: DIRECTORS

ABSENT: DIRECTORS

\_\_\_\_\_  
Chairperson of the Board

ATTEST:

\_\_\_\_\_  
Clerk of the Board

APPROVED AS TO FORM:

Jane M. Scott  
Agency Counsel

APPROVED AS TO ACCOUNTING DETAIL:

Ronald A. Lihn 5/5/99  
Auditor-Controller

Distribution:

Auditor-Controller  
County Counsel  
County Administrative Officer  
Redevelopment

COUNTY OF SANTA CRUZ  
REQUEST FOR APPROVAL OF AGREEMENT

609

TO: Board of Supervisors  
County Administrative Officer  
County Counsel  
Auditor-Controller

FROM: REDEVELOPMENT

*[Signature]* a (Signature) 5/4/99 (Dept.)

The Board of Supervisors is hereby requested to approve the attached agreement and authorize the execution of the same.

1. Said agreement is between the COUNTY OF SANTA CRUZ REDEVELOPMENT AGENCY (Agency)  
and BELLINGER FOSTER STEINMETZ, 299 Cannery Row, Monterey, CA 93940 (Name & Address)

2. The agreement will provide Design services for the final design and development of the Anna Jean Cummings Community Park.

3. The agreement is needed because staff is unable to prepare the necessary work within the project line.

4. Period of the agreement is from May 18, 1999 to June 30, 2001

5. Anticipated cost is \$ \$189,200.00 ~~XXXXXXXXXXXXXXXXXXXX~~ Not to exceed

6. Remarks: Agenda: 5/18/99

7. Appropriations are budgeted in 611136 (Index#) 9842 (Subobject)

NOTE: IF APPROPRIATIONS ARE INSUFFICIENT, ATTACH COMPLETED FORM AUD-74

Appropriation available and have been encumbered. Contract No. C081829 Date 5/5/99  
are not will be

GARY A. KNUTSON, Auditor - Controller

BY *[Signature]* Deputy.

Proposal reviewed and approved. It is recommended that the Board of Supervisors approve the agreement and authorize the Agency Administrator to execute the same on behalf of the County of Santa Cruz

Redevelopment Agency (Agency).

County Administrative Officer

Remarks: *[Signature]* (Analyst) By *[Signature]* Date 5/10/99

Agreement approved as to form. Date \_\_\_\_\_

Distribution:

Bd. of Supv. - White  
Auditor-Controller - Blue  
County Counsel - Green \*  
Co. Admin. Officer - Canary  
Auditor-Controller - Pink  
Originating Dept. - Goldenrod

\*To Orig. Dept. if rejected.

State of California )  
County of Santa Cruz ) ss

\_\_\_\_\_, ex-officio Clerk of the Board of Supervisors of the County of Santa Cruz,  
State of California, do hereby certify that the foregoing request for approval of agreement was approved by  
said Board of Supervisors as recommended by the County Administrative Officer by an order duly entered  
in the minutes of said Board on \_\_\_\_\_

\_\_\_\_\_, 19\_\_\_\_\_, By \_\_\_\_\_ Deputy Clerk