



County of Santa Cruz

PARKS, OPEN SPACE & CULTURAL SERVICES

979 17 th AVENUE, SANTA CRUZ, CA 95062

(831) 454-7900 FAX: (831) 454-7940 TDD: (831) 454-7978

BARRY C. SAMUEL, DIRECTOR

November 19, 1999

AGENDA: December 7, 1999

BOARD OF SUPERVISORS

County of Santa Cruz
701 Ocean Street
Santa Cruz, CA 95060

SUBJECT: SANTA CRUZ VETERANS MEMORIAL BUILDING IMPROVEMENTS

Dear Members of the Board:

On October 25, 1999, the architectural firm of Thacher and Thompson submitted a proposal, at the request of the Department of Parks, Open Space and Cultural Services, for design services for improvements to the Santa Cruz Veterans Memorial Building. Through recommendations of the Veterans Memorial Building Board of Trustees, and Veterans Memorial Building Management, the scope of the proposed improvements includes sound proofing the ceiling above the basement banquet hall; remodeling the existing basement lounge and storage areas to accommodate new office space, storage and conference room; and remodeling the basement foyer to meet building code requirements for the new office space.

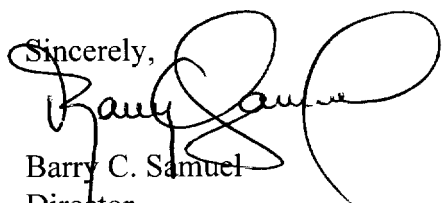
To move forward with the project, the Parks Department has negotiated a design agreement with the firm of Thacher and Thompson, Architects, to prepare plans, technical specifications, and provide contract administration services for the project. Thacher and Thompson, Architects, were originally retained to provide plans and specifications for the first phase of improvements to the Veterans Memorial Building. The firm has the most complete data base and is most familiar with the project at hand. Per the attached proposal, the total cost associated with the design services is \$24,800, which includes contract administration services from the time of bidding to the completion of the project. Funding for the design and construction of the project has been appropriated in the current year Budget Index 191150, Subobject 6610 in the amount of \$157,656.

The Mission of the Santa Cruz County Department of Parks, Open Space and Cultural Services is to provide safe, well designed and maintained parks and a wide variety of recreational and cultural opportunities for our diverse community

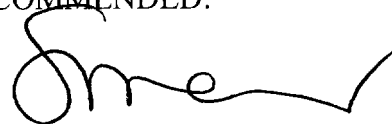
BOARD OF SUPERVISORS
SANTA CRUZ VETERANS MEMORIAL BUILDING IMPROVEMENTS
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AGENDA: December 7, 1999

It is therefore RECOMMENDED that Your Board approve the attached agreement in the amount of \$24,800 with Thacher and Thompson, Architects, to prepare construction documents and perform contract administration services for sound proofing and office/storage improvements to the basement of the Santa Cruz Veterans Memorial Building, and authorize the Director of the Department of Parks, Open Space and Cultural Services to sign the agreement on behalf of the County.

Sincerely,

Barry C. Samuel
Director

RECOMMENDED:



SUSAN A. MAURIELLO
County Administrative Officer

attachments: ADM 29, Agreement

cc: CAO, Auditor-Controller, Office of the County Counsel, Thacher and Thompson,
Architects, POSCS

INDEPENDENT CONTRACTOR AGREEMENT

THIS CONTRACT is entered into this _____ day of _____, 1 9 __, by and between the COUNTY OF SANTA CRUZ, hereinafter called COUNTY, and Thacher & Thompson , Architects hereinafter called CONSULTANT. The parties agree as follows:

1. **DUTIES.** CONSULTANT agrees to exercise special skill to accomplish the following: Per Exhibit B (Consultants Proposal) and Exhibit C (Request for Proposal), conduct Phase One Site Analysis including review of existing drawings, site conditions and applicable building codes; Phase Two, prepare construction drawings and technical specifications for remodeling the Santa Cruz Veterans Memorial Building Basement, including soundproofing the ceiling above the Banquet Hall, modifying the Basement Foyer to meet applicable building codes, converting existing storage and open space to office space and conference room, prepare construction cost estimate; and Phase Three, Contract Administration services as outlined in Exhibit C (Request for Proposal). Said services are for the Santa Cruz Veterans Memorial Building located at 846 Front Street, Santa Cruz, California 95060.

2. **COMPENSATION.** In consideration for CONSULTANT accomplishing said result, COUNTY agrees to pay CONSULTANT as follows: An amount not-to-exceed \$20,300 for Phase One Site Analysis and Phase Two Construction Document preparation; and an amount not-to-exceed \$4,500 for Phase Three Contract Administration, as outlined in Exhibit B (Consultants Proposal) and Exhibit C (Request for Proposal). All request for payments shall be submitted to the County of Santa Cruz Department of Parks, Open Space and Cultural Service, 979 Seventeenth Avenue, Santa Cruz, California 95062, and must be accompanied by a detailed invoice in conjunction with the Department's Application for Payment Form. Such requests for payments may be submitted on a minimum interval of thirty (30) calendar days for work completed.

3. **TERM.** The term of this contract shall be until June 30, 2000. However, the CONSULTANT agrees to provide the COUNTY with submittal of construction drawings for permit purposes and cost estimate within ninety (90) calendar days from the execution date of this Agreement. Furthermore, upon review and comment of the drawings by the applicable agencies, CONSULTANT agrees to prepare addendums as warranted during the bidding process to address any changes to the construction documents.

This Agreement may be extended upon mutual agreement by both parties.

4. **EARLY TERMINATION.** Either party hereto may terminate this contract at anytime by giving 30 days written notice to the other party.

5. **USE OF DOCUMENTS.** Plans and documents prepared under this Agreement and provided to the COUNTY shall become the property of COUNTY. CONSULTANT may use such plans and documents for the purpose of illustrating the nature or scope of project involvement. COUNTY understands that such plans and documents are to be used for this project only and that any future use would be at the sole risk of the COUNTY.

6. **CONSULTANT'S COST ESTIMATE.** The CONSULTANT shall provide COUNTY a construction cost estimate which reflects the most current industry costs at the time the design is complete and accepted by the COUNTY and/or if applicable, at the time the project is bid out by the COUNTY, provided that the CONSULTANT is still under contract with the COUNTY at the time of bidding.

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7. ADDITIONAL SERVICES, by COUNTY, CONSULTANT will provide additional services (those provided beyond the basic services as described herein) which shall be paid by a negotiated fee for such services. The additional services, if required, shall be authorized through the issuance of a Design Change Order.

8. INDEMNIFICATION FOR DAMAGES, TAXES AND CONTRIBUTIONS. CONSULTANT shall exonerate, indemnify, defend, and hold harmless COUNTY (which for the purpose of paragraphs 8 and 9 shall include, without limitation, its 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 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 CONSULTANT'S negligent acts, errors or omissions under the terms of this Agreement, excepting any liability arising out of the sole negligence of the COUNTY. Such indemnification includes any damage to the person(s), or property(ies) of CONSULTANT and third persons.

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

9. INSURANCE. CONSULTANT, 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 COUNTY and any insurance or self-insurance maintained by COUNTY shall be excess of CONSULTANT'S insurance coverage and shall not contribute to it.

If CONSULTANT utilizes one or more subconsultants in the performance of this Agreement, CONSULTANT shall obtain and maintain Independent CONSULTANT's Insurance as to each subconsultant or otherwise provide evidence of insurance coverage for each subconsultant equivalent to that required of CONSULTANT in this Agreement, unless CONSULTANT and COUNTY both initial here _____/_____.

A. Types 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 CONSULTANT has no employees and certifies to this fact by initialing here _____

(2) Automobile Liability Insurance for each of CONSULTANT'S vehicles used in the performance of this Agreement, including owned, non-owned (e.g. owned by CONSULTANT'S employees), leased or hired vehicles, in the minimum 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 CONSULTANT is not a material part of performance of this Agreement and CONSULTANT and COUNTY 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 \$500,000 combined single limit, it; and only if, this Subparagraph is initiated by CONSULTANT and COUNTY
TAT/_____.

7. **ADDITIONAL SERVICES.** If authorized by COUNTY, CONSULTANT will provide additional services (those provided beyond the basic services as described herein) which shall be paid by a negotiated fee for such services. The additional services, if required, shall be authorized^{3 7 3} through the issuance of a Design Change Order.

8. **INDEMNIFICATION FOR DAMAGES, TAXES AND CONTRIBUTIONS.** CONSULTANT shall exonerate, indemnify, defend, and hold harmless COUNTY (which for the purpose of paragraphs 8 and 9 shall include, without limitation, its 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 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 CONSULTANT'S performance under the terms of this Agreement, excepting any liability arising out of the sole negligence of the COUNTY. Such indemnification includes any damage to the person(s), or property(ies) of CONSULTANT and third persons.

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

9. **INSURANCE.** CONSULTANT, 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 COUNTY and any insurance or self-insurance maintained by COUNTY shall be excess of CONSULTANT'S insurance coverage and shall not contribute to it.

If CONSULTANT utilizes one or more subconsultants in the performance of this Agreement, CONSULTANT shall obtain and maintain Independent CONSULTANT's Insurance as to each subconsultant or otherwise provide evidence of insurance coverage for each subconsultant equivalent to that required of CONSULTANT in this Agreement, unless CONSULTANT and COUNTY both initial here _____ / _____.

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(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 CONSULTANT and COUNTY

(1) If any insurance coverage required in this Agreement is provided on a "Claims Made" rather than "Occurrence" form, CONSULTANT 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. CONSULTANT 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 contained the following clause:

"The County of Santa Cruz, its officials, employees, agents and volunteers are added as an additional insurance as respects the operations and activities of, or on behalf of, the named insured performed under Agreement with the County of Santa Cruz."

(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:

Department of Parks, Open Space and Cultural Services
Attn: Bob Olson
979 Seventeenth Avenue
Santa Cruz, CA 95062

(4) CONSULTANT agrees to provide its insurance broker(s) with a full copy of these insurance provisions and provide COUNTY 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:

Department of Parks, Open Space and Cultural Services
Attn: Bob Olson
979 Seventeenth Avenue
Santa Cruz, CA 95062

10. **EQUAL EMPLOYMENT OPPORTUNITY.** During and in relation to the performance of this Agreement, CONSULTANT agrees as follows:

A. The CONSULTANT shall not discriminate against any employee or applicant for employment because of race, color, creed, religion, national origin, ancestry, disability, medical condition (cancer related and genetic characteristics), marital status, sex, sexual orientation, age (over 18), veteran status, gender, pregnancy, 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 CONSULTANT 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 CONSULTANT and if CONSULTANT employs fifteen (15) or more employees, the following requirements shall apply:

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

(2) The CONSULTANT shall furnish COUNTY Equal Employment Opportunity Office information and reports in the prescribed reporting format (PER 40 12) 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 CONSULTANT'S non-compliance with the non-discrimination clauses of this Agreement or with any of the said rules, regulations, or orders said CONSULTANT may be declared ineligible for further agreements with the COUNTY.

(4) The CONSULTANT shall cause the foregoing provisions of this Subparagraph 1 OB. To be inserted in all subcontracts for any work covered under this Agreement by a subconsultant 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.

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

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

SECONDARY FACTORS: (a) The extent of control which, by agreement, COUNTY may exercise over the details of the work is slight rather than substantial; (b)CONSULTANT is engaged in a distinct occupation or business; (c)In the locality, the work to be done by CONSULTANT is usually substantial rather than slight; (e) The CONSULTANT rather than the COUNTY supplies the instrumentalities, tools and work place; (f) The length of time for which CONSULTANT is engaged is of limited duration rather than indefinite; (g) The method of payment of CONSULTANT 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 COUNTY; (I) CONSULTANT and COUNTY believe they are creating an independent contractor relationship rather than an employer-employee relationship; and (j) The COUNTY 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 CONSULTANT is an independent contractor.

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

12. **NON-ASSIGNMENT.** CONSULTANT shall not assign this Agreement without the prior written consent of the COUNTY.

13. **RETENTION AND AUDIT OF RECORDS.** CONSULTANT 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 the COUNTY, whichever occurs first. CONSULTANT 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.

14. **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.

15. **ATTACHMENTS.** This Agreement includes the following attachments:
Exhibit A - Non-discrimination clause
Exhibit B - Proposal form from Thacher & Thompson, Architects
Exhibit C - Request for Proposal

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

COUNTY OF SANTA CRUZ

CONSULTANT: THACHER & THOMPSON,
ARCHITECTS

By: _____

By: *[Signature]*

APPROVED AS TO INSURANCE:

Address: 200 Washington Street, Suite 201
City/State: Santa Cruz, California 95060
Telephone: (831) 457-3939
Fax: (831) 4426-7609

By: *[Signature]*
11-22-99

APPROVED AS TO FORM:

By: *[Signature]*
Office of the County Counsel

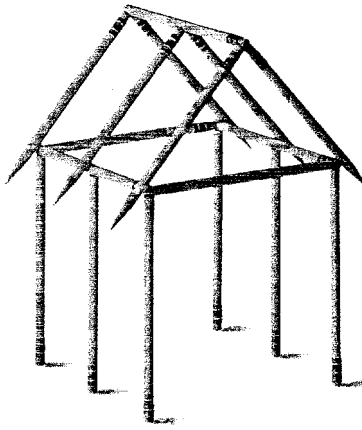
DISTRIBUTION: County Administrative Office, Auditor-Controller, County Counsel, Risk Management, POSCS, Consultant

(VETS AGREE T&T)

Exhibit 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, sexual orientation, age (over 18), veteran status, gender, pregnancy, 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 provision of this non-discrimination clause.”

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THACHER & THOMPSON, ARCHITECTS
200 WASHINGTON STREET, SUITE 20 I, SANTA CRUZ, CA 95060
(83 I) 457-3939 FAX (83 I) 426-7609 WWW.TNTARCH.COM

October 25, 1999

County of Santa Cruz
Bob Olson, Park Planner
979 17th Avenue
Santa Cruz, CA 95062

RE: Architectural Design Services for Improvements to the
Santa Cruz Veterans Memorial Building

Dear Mr. Olson:

Thank you for considering Thacher and Thompson for the improvements to the Santa Cruz Veterans Memorial Building at 846 Front Street, Santa Cruz, California.

This proposal is based on the County of Santa Cruz POSCS letter of August 27, 1999. The scope of work has changed from the items included in the letter. The Scope of work now only includes items 1, 2 and 3 as shown on the proposed improvement floor plan. Also included are an elevator lobby and a disabled evacuation area that will be located in the existing foyer. The elevator lobby and evacuation area are requirements based on a meeting with Bob Olson and the County Building Department.

This proposal includes the tasks described in the County of Santa Cruz POSCS letter of August 27, 1999 as.. . Phase 1 – Analysis.. .Phase 2 – Documents.. .and Phase 3 – Construction. Section 1.04 relating to the impact on historical elements is not part of the project scope as it is recognized that the location of the improvements will not effect the exterior or other important areas such as the entry corridor or auditorium.

We have contacted Watsonville Construction and they have agreed to prepare a construction cost estimate for a fee of \$500.00. They are a well established general contracting firm and have done other projects for the County. Where as Thacher & Thompson agrees to include the cost of these estimating services in our contract with the County, we do not assume responsibility for the accuracy of construction cost estimates.

Olson / Veterans Memorial Bldg.
 October 25, 1999
 Page 2

Phase 1 and Phase 2 – Analysis and Construction Documents

Architectural	\$13,000
Mechanical	\$3,800
Electrical	\$3,000
Cost Estimate	<u>\$500</u>
Total	\$20,300

Phase 3 – Contract Administration

Total	\$4,500
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Estimated Timeline - after the award of the contract.

Preliminary Design

4 weeks	Site visit, initial meetings, draft backgrounds, preliminary layout of uses.
1 week	Cost estimating

The review and acceptance of the preliminary plan by POSCS and the Veteran's Building Management.

Construction Documents and Bidding

5 weeks	Contract documents and specifications
1 week	Cost estimating
1 week	Final review with POSCS and the Veteran's Building Management.
1 week	Incorporate any changes into the Construction Documents and apply for a Building Permit.
4 weeks	Bidding (Any changes by the Building Department can be administrated as addenda during bidding)

Construction .

4 weeks	General contractor preparation and staging
12 weeks	Construction

Olson / Veterans Memorial Bldg.
October 25, 1999
Page 3

Work beyond the scope outlined above will be done as an additional service at our hourly rates as follows:

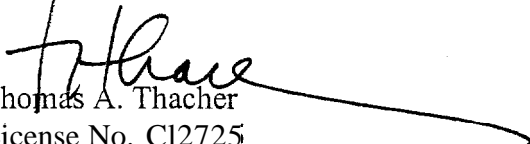
Principal Architect	115.00/hour
Associate Architect	100.00/hour
Project Architect	75.00/hour
Design/Draftsperson II	55.00/hour
Design/Draftsperson I	35.00/hour
Clerical	40.00/hour

Reimbursable expenses such as blueprinting, Xerox, etc. will be billed at cost plus a 15% administration fee.

You will be billed at the beginning of each month and payment will be due by the 15th of the same month. A late payment charge of 1.5% per month will begin accruing on overdue accounts after the 30th day of the same month.

We look forward to serving you. Please feel free to give me a call if you have any questions.

Sincerely,
THACHER & THOMPSON ARCHITECTS


Thomas A. Thacher
License No. C12725
Vice President

County of Santa Cruz⁰³⁸¹



PARKS, OPEN SPACE & CULTURAL SERVICES

979 17 th AVENUE, SANTA CRUZ, CA 95062

(831) 454-7900 FAX: (831) 454-7940 TDD: (831) 454-7978

BARRY C. SAMUEL, DIRECTOR

August 27, 1999

RFP # VET-8199

REQUEST FOR COST PROPOSAL FOR: ARCHITECTURAL DESIGN SERVICES
FOR PREPARATION OF CONSTRUCTION
DOCUMENTS FOR IMPROVEMENTS TO THE
SANTA CRUZ VETERANS MEMORIAL
BUILDING.

DEADLINE FOR SUBMITTAL: 4:00 P.M., FRIDAY, SEPTEMBER 10, 1999

PROJECT DESCRIPTION:

The County of Santa Cruz is accepting a cost proposal to prepare construction plans, technical specifications, and cost estimate for improvements to the Santa Cruz Veterans Memorial Building. The scope of the improvements will include remodeling portions of the Veterans Memorial Building basement to create new office space, storage space, and conference room. In addition, the design work will include acoustical treatment of approximately 2,480 square feet of the basement ceiling. There is approximately \$150,000 available for the design and construction of the project. **Please itemize your cost proposal by the priorities listed on the enclosed preliminary improvement plan.** The County is attempting to retain your firms design services on a "Sole Source Basis", based upon your firms previous involvement in the renovation of the Santa Cruz Veterans Memorial Building. Therefore, the submittal of the SF 255 will not be necessary to proceed with contract negotiations for the project at this time.

PROJECT LOCATION:

The Santa Cruz Veterans Memorial Building is located at 846 Front Street, Santa Cruz, California 95060.

ARCHITECTURAL DESIGN SERVICES:

The following objectives are provided as a possible process for developing the necessary construction documents for bidding purposes:

Phase One - Analysis

- 1.01 Meet with County staff of the Department of Parks, Open Space and Cultural Services and Santa Cruz Veterans Memorial Building Management to review project objectives, time-line requirements and scheduling.

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- 1.02 Review existing plans and proposed improvement sketches of the Santa Cruz Memorial Building.
- 1.03 Review County Planning Department building permit requirements as they pertain to the specific project.
- 1.04 Any investigative work to determine site specific utility location in the basement walls and ceiling, must comply within the procedural guidelines set by the Office of Historic Preservation.

Phase Two - Construction Documents

- 2.01 Prepare construction drawings and technical specifications in the Construction Specification Institute (CSI) format, along with probable construction costs for the project. Submit adequate sets of the plans to the Parks Department for distribution to the reviewing agencies, i.e. (Planning Department, Office of Historic Preservation).
- 2.02 Per review comments, revise construction documents and technical specifications if necessary, to comply with agency requirements. Submit a revised cost estimate if warranted. The construction cost estimate shall reflect the current industry costs at the time the design is complete and accepted by the County.
- 2.03 Submit 24" x 36" inked mylar original plans or sepia mylars to the County Parks Department along with technical specifications. Drawings must be stamped by an Architect fully registered in the State of California.
- 2.04 Participate in a pre-bid meeting at the project site to resolve any potential questions.
- 2.05 Write addendum's and clarifications for the County to issue to bidders, as required, throughout the bid period.

Phase Three - Construction

- 3.01 Participate in a pre-construction meeting to review procedures, construction schedule, budget, and answer any technical questions regarding the project.
- 3.02 Be available for questions and interpretation of contract documents during the term of the construction project.
- 3.03 Review and approve all required submittals such as shop drawings, samples, and/or product data.
- 3.04 Review change orders, and advise the County of appropriate action.
- 3.05 Make periodic site observations to review major items or construction milestones. Review the quality of the work and determine in general, if the work is proceeding in accordance with the contract documents.

The Mission of the Santa Cruz County Department of Parks, Open Space and Cultural Services is to provide safe, well designed and maintained parks and a wide variety of recreational and cultural opportunities for our diverse community

- 3.06 Participate in the final review of the project and the creation of any punch list items. ⁰³⁸³
- 3.07 Confirm that the punch list items have been completed in a written letter to the Department of Parks, Open Space & Cultural Services.

GENERAL INFORMATION:

- 1.01 The term of work shall commence upon award of a contract from the County and continue for 45 calendar days for submittal of preliminary construction drawings and cost estimate (2.01). Upon the review of the preliminary drawings, revise the construction drawings, prepare technical specifications and revised cost estimate, and submit a full bid package to the County within 30 calendar days (2.02, 2.03)
- 1.02 Per your firms request, the County can arrange for a project site tour prior to the submittal of your cost proposal. Please give the County 48 hours advanced notice if the project site tour is desired prior to the submittal of your cost proposal. The site tour can be arranged by contacting Bob Olson, Project Coordinator at (831) 454-7939.

COST PROPOSAL:

- 1.01 Provide two copies of your itemized cost proposal form and supportive documents, and submit no later than 4:00 P.M., Friday, September 10, 1999 to: Santa Cruz Veterans Memorial Building Improvement Project, C/O Santa Cruz County Department of Parks, Open Space and Cultural Services, 979 Seventeenth Avenue, Santa Cruz, California 95062.
- 1.02 Supportive documents shall include:
- A. A statement of insurance coverage, please see Attachment II.
 - B. Consultants proposed time-line for the project following the award of contract.

AWARD OF CONTRACT:

County staff will evaluate your firms cost proposal and if acceptable, the County will open negotiations for a contract to be submitted to the Board of Supervisors. If an acceptable contract cannot be negotiated, the County will proceed with soliciting SF 255 proposals from Architects who currently have SF 254 on file with the County's Purchasing Agent, and make the consultant selection based upon the most qualified Architectural Firm.

QUESTIONS:

Questions concerning this Request for a Cost Proposal should be directed to Bob Olson at (831) 454-7939, Park Planner for the County of Santa Cruz, Department of Parks, Open Space and Cultural Services.

- Enclosures: 1. Preliminary Floor Plans to Illustrate Scope of Improvements
2. Attachment II, Sample Independent Contractors Agreement with Insurance Requirements.

The Mission of the Santa Cruz County Department of Parks, Open Space and Cultural Services is to provide safe, well designed and maintained parks and a wide variety of recreational and cultural opportunities for our diverse community



Workers' Compensation & Employers' Liability Policy

0384

SUPERIOR NATIONAL INSURANCE COMPANY
 30 RAGSDALE DRIVE, STE. 101
 MONTEREY, CA 93940

INFORMATION PAGE

Policy Number

WDN 19825-E

Renewal of Policy

WDN 19825-D

Item
1.

Name and Address of Insured:

THACHER & THOMPSON ARCHITECTS, INC
 200 WASHINGTON STE 201
 SANTA CRUZ CA 95060

PRODUCER

FRANK VITALE INSURANCE AGENCY
 4067 CORY STREET
 SOQUEL CA 95073

STATE	PRODUCER	CODE	A. B. GRP. NO.
04	128088	0000	27

Corporation Individual Partnership
 Other:

Employers' I.D. No.

NON-PARTICIPATING

Locations - All usual workplaces of the insured at or from which operations covered by this policy are conducted are located at the above address unless otherwise stated herein:

2. Policy Period: From: 08/13/99 To: 08/13/2000 12:01 A.M. STANDARD TIME AT THE ADDRESS OF THE NAMED INSURED AS STATED HEREIN.

3. A. Part One of this policy applies to the Workers' Compensation Law of each of the following states: CALIFORNIA
- B. Limit of Liability for Part Two - Employer's Liability:
 Subject to all the terms of this policy having referenced thereto.
- | | |
|---------------------------|-----------------------------|
| Bodily Injury by Accident | \$ 1,000,000. each accident |
| Bodily Injury by Disease | \$ 1,000,000. policy limit |
| Bodily Injury by Disease | \$ 1,000,000. each employee |
- C. Other States Insurance: Part Three of the policy applies to the states, if any listed here:
- D. This policy includes these endorsements and schedules: WC-I- 107 111 114 116 129 133 135 136 137 190 195 196 200 208

4. The premium for this policy will be determined by our Manuals of Rules, Classifications, Rates and Rating Plans. All information required below is subject to verification and change by audit.

CLASSIFICATION OF OPERATIONS	CODE NUMBER	ESTIMATED TOTAL ANNUAL REMUNERATION OR OTHER PREMIUM BASIS	RATES	ESTIMATED ANNUAL PREMIUMS
ENGINEERS - CONSULTING - MECHANICAL, CIVIL, ELECTRICAL AND MINING ENGINEERS AND ARCHITECTS - NOT ENGAGED IN ACTUAL CONSTRUCTION OR OPERATION - N. P. D.	8601(1)	151,855.	1.19	1,807.
SEE EXTENSION SCHEDULE				
WC ADMINISTRATION SURCHARGE - \$4.				

Experience Modification N/A % Minimum Premium \$ 500. Total Estimated Policy Premium \$ 2,161.
 If indicated, interim adjustments of premium shall be made: Semi-Annually Quarterly Monthly Deposit Premium \$ 500.

Countersigned at MONTEREY, CA Countersignature Date 08/12/99 Countersignature of Licensed Resident Agent

BATTISTINI & CANFIELD 0385

Insurance Services, LLC

JOHN BATTISTINI
ALBERT W. RICE
DONALD J. MUNGAI
BLAINE C. BROKAW
THOMAS E. O'ROURKE

901 CENTER STREET
SANTA CRUZ, CA 95060
TELEPHONE 831-423-1822
OR 831-423-6360
FACSIMILE 831-423-2462
OR 831-423-1853

October 18, 1999

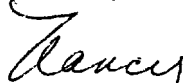
THACHER & THOMPSON
200 WASHINGTON ST SUITE #201
SANTA CRUZ, CA 95060

Gentlemen:

Enclosed, please find the renewal of your Businessowners Policy provided by Northern Insurance Company of New York for the 11/7/99 to 11/7/00 term. The premium of \$1,244. will be billed direct by the company as in the past.

Review and advise if there are any questions or concerns. We appreciate this opportunity to be of service.

Sincerely,



Nancy S. Bowles
Commercial Customer Service

Enc.

BILL	POLICY NUMBER	TC	PRODUCER NUMBER	AC	ACCOUNT NUMBER	AUDIT
D	PAS 34024191		1759335 1	150	M006750822-001-00001	NONE

BRANCH 4J ZURICH GROUP-SACRAMENTO

RENEWAL EFF 11/07/1999

**PRECISION PORTFOLIO POLICY
COMMERCIAL GENERAL LIABILITY DECLARATIONS
PRECISION AMERICA
OFFICE PROGRAM**

This coverage part consists of this declarations form, the common policy conditions, and the coverage forms and endorsements indicated as applicable on the forms list.

COVERAGES AND LIMITS OF INSURANCE

Some of these coverages are sublimits or are subject to aggregate limits. Refer to your policy to determine how they apply.

GENERAL AGGREGATE	\$2,000,000
PRODUCTS AND COMPLETED OPERATIONS AGGREGATE	\$2,000,000
EACH OCCURRENCE	\$1,000,000
TENANTS LEGAL LIABILITY	\$1,000,000
MEDICAL EXPENSES - EACH PERSON	\$ 10,000
PERSONAL INJURY AND ADVERTISING INJURY	\$1,000,000
HIRED AND NON-OWNED AUTOMOBILE LIABILITY	\$1,000,000

===== THE FOLLOWING ADDITIONAL EXCLUSIONS AND LIMITATIONS APPLY =====

ABSOLUTE ASBESTOS EXCLUSION

COMMERCIAL GENERAL LIABILITY

9S2008 Ed. 10-92

INSURED'S COPY

10/07/1999

ALUMINA CERTIFICATE OF LIABILITY

PRODUCER
Dealey, Renton & Associates
P. O. Box 12675
Oakland, CA 94604-2675
510 465-3090

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE 387

INSURED
Thacher & Thompson
2100 Washington Street, Suite C
Santa Cruz, CA 95060

INSURER A: Associated International Ins. Co
INSURER B: m - C
INSURER C:
INSURER D:
INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

NR TR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR				EACH OCCURRENCE	\$
					FIRE DAMAGE (Any one fire)	\$
					MED EXP (Any one person)	\$
					PERSONAL & ADV INJURY	\$
					GENERAL AGGREGATE	\$
					PRODUCTS-COMP/OP AGG	\$
	GENL AGGREGATE LIMIT APPLIES PER: POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/>					
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident)	\$
					BODILY INJURY (Per person)	\$
					BODILY INJURY (Per accident)	\$
					PROPERTY DAMAGE (Per accident)	\$
	GARAGE LIABILITY ANY AUTO				AUTO ONLY- EA ACCIDENT	\$
					OTHER THAN AUTO ONLY: EA ACC	\$
					AGG	\$
	EXCESS LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE RETENTION \$				EACH OCCURRENCE	\$
					AGGREGATE	\$
						\$
						\$
						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATU- TORY LIMITS <input type="checkbox"/> OTH- ER <input type="checkbox"/>	
					E.L. EACH ACCIDENT	\$
					E.L. DISEASE-EA EMPLOYEE	\$
					E.L. DISEASE-POLICY LIMIT	\$
A	OTHER Professional Liability	AEP452413B	06/05/99	06/05/00	\$500,000 per claim	\$500,000 annl aggr.

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS
ALL OPERATIONS OF NAMED INSURED

CERTIFICATE HOLDER

ADDITIONAL INSURED; INSURER LETTER:

CANCELLATION

County of Santa Cruz
979 17th Avenue
Santa Cruz, CA 95062

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

[Signature]

ALLIED PROP AND CAS INS CO
 701 5TH AVE
 DES MOINES IA 50391-2000
 (515) 280-4211

PERSONAL AUTO POLICY
 0388

AGENCY **FRANK VITALE INSURANCE AGENCY**
 777 **SOQUEL CA 95073-2007**

POLICY NUMBER
PPC 0004850708-I

Policy Period
 From: **11/01/99** To: **05/01/00**
 12:01 A.M. Standard Time

Effective Date of Change

DECLARATIONS OFFER TO RENEW: If we receive the renewal premium when due, your policy will be renewed for the Policy Period shown on these Declarations.
NOTICE OF EXPIRATION: If we do not receive the renewal premium when due, your policy will expire effective 11/01/99 12:01 A.M. Standard Time.

NAMED INSURED AND ADDRESS
HOFACRE, JOHN
HOFACRE, BEATA E
819 1/2 PACIFIC AVE STE 1
SANTA CRUZ CA 95060-4459

COVERAGE AND LIMITS OF LIABILITY (In Dollars)

Coverage is provided where a premium or limit of liability is shown for coverage.

VEHICLE	LIABILITY		MEDICAL PAYMENTS	PERSONAL INJURY PROTECTION		UNINSURED MOTORISTS	
	EACH ACCIDENT	EACH PERSON	OPTION			EACH ACCIDENT	
3	500,000	5,000				500,000	
4	500,000	5,000				500,000	
VEHICLE	DAMAGE TO YOUR VEHICLE		TOWING	RENTAL REIMB.			
	Other Than Collision Loss	Collision Loss	PER DISABLEMENT	PER DAY/ MAXIMUM			
	Actual Cash Value Minus Deductible						
3	100	250		30/ 900			
4	100	250		30/ 900			

PREMIUMS (In Dollars)

VEH	LIABILITY	MEDICAL PAYMENTS	PERSONAL INJURY PROTECTION	UNINSURED MOTORISTS	DAMAGE TO YOUR VEHICLE		TOWING	RENTAL REIMB.
					Other Than Collision Loss	Collision LOSS		
3	129.89	6.05		29.31	22.01	77.00		8.16
4	196.98	9.03		44.60	35.94	122.62		8.16
VEH				AA0073				
3				1.67				
VEH	Total Premium Each Vehicle	Other Miscellaneous Endorsements Requiring Premium:		Sub-Total	\$ 691.42			
				Endorsements	\$			
3	274.09	No.	\$	Full Term Premium	\$ 691.42			
4	417.33		\$	Add'l Premium	\$			
			\$	Return Premium	\$			

THIS IS NOT A BILL - SEE YOUR BILLING STATEMENT
 Page 1 of 2

CONTINUATION DECLARATIONS

Countersigned by - Authorized Representative

897249015 78 (95309)

DIRECT 64 72JQ 99276

13102 (08-92) 14

DESCRIPTION OF VEHICLE

VEH	Year	Trade Name	Body Type and Model	Identification Number	Cost/New	Maximum Value	HP	CC'S	Class
3	1994	FORD	STATION WAGON	1FALP57U2RG162401					G11220
4	1994	DODGE	4 DOOR	1B3AA46V7RF228598					G11121

ALTERNATE GARAGING LOCATIONS

VEH	Year	Make	Body Type and Model	Address
3	1994	FORD	TAURUS GL	1836 48TH AVE CAPITOLA CA 95010 - 2833
4	1994	DODGE	SPIRIT	

ENDORSEMENTS

Endorsements forming a part of this policy: **IN0002 (0397) IN0263 (0798)** IN0521 (0794) IN0531 (1097) IN0532 (0191)
 IN0542 (1097) **AA0001 (0986) AA0001A (1098)** AA0007 (1192) AA0008 (1094) AA0073 (0697) AA0078 (0995) **AA0169 (0697)**
 AA0319 (0189) A60170 (0398) **AB0488 (0398) PP0305 (0886)**

Loss Payee: 3 FORD MOTOR CREDIT COMPANY

SPRINGFIELD OH 45501

COUNTY OF SANTA CRUZ
REQUEST FOR APPROVAL OF AGREEMENT

0390

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

FROM: Parks, Open Space & Cultural Services (Dept.)
[Signature] (Signature) _____ (Date)

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

- Said agreement is between the County of Santa Cruz (Agency) and Thacher & Thompson, Architects, 200 Washington Street, Suite 201, Santa Cruz, CA 95060 (Name & Address)
- The agreement will provide Design services for sound proofing and remodeling at the Santa Cruz Veterans Memorial Building basement to include offices; storage space & conference room
- The agreement is needed, because Parks staff cannot provide the architectural services required to design this project
- Period of the agreement is from December 7, 1999 to June 30, 2000
- Anticipated cost is \$ 24,800 (~~Fixed amount~~, ~~Monthly rate~~, Not to exceed)
- Remarks: _____

7. Appropriations are budgeted in 191150 (Index#) user code 819002 (Subobject)

40-100-150 NOTE: IF APPROPRIATIONS ARE INSUFFICIENT, ATTACH COMPLETED FORM AUD-74

Appropriations are available and will be encumbered. Contract No. C091993 Date 11/29/99
GARY A. KNUTSON, Auditor - Controller
By J Linda Chen Deputy.

Proposal reviewed and approved. It is recommended that the Board of Supervisors approve the agreement and authorize the _____ to execute the same on behalf of the _____ (Agency).

Remarks: _____ (Analyst) By [Signature] County Administrative Officer Date 11-29-99

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 O Dept. if rejected.
64
ADM-29 (6/95)

State of California)
County of Santa Cruz) ss
I _____ 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 _____ County Administrative Officer
_____ 19 ____ By _____ Deputy Clerk