

**REDEVELOPMENT AGENCY**

GOVERNMENTAL CENTER  
TOM BURNS  
TDD (408) 454-2123  
AGENCY ADMINISTRATOR

**COUNTY OF SANTA CRUZ**

701 OCEAN STREET, ROOM 510 SANTA CRUZ, CALIFORNIA 95060-4000  
PHONE (408) 454-2280 FAX (408) 454-3420

March 7, 2002

Agenda: March 19, 2002

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

**LIVE OAK LIBRARY EXPANSION PROJECT -  
APPROVAL OF CONCEPT DESIGN AND CONTRACT FOR DESIGN SERVICES**

Dear Members of the Board:

The Live Oak Library opened in the renovated "Albatross" building, on Portola Drive at the edge of Corcoran Lagoon, as an interim library in February of 1998. The unique nature of the site has made this library a favorite place for many Live Oak residents. As a result, in October of 1998, your Board selected this site for the expanded permanent Live Oak Library. To begin the process of defining the future expanded library, on June 12, 2001 your Board approved a contract with Ripley Architects to prepare conceptual design plans for the building expansion. The purpose of this letter is to update your Board on the progress of the design plans, consider approval of a conceptual design for the expansion of the library, and consider approval of a second contract for the next phase of design.

**Conceptual Design Process**

Working closely with Agency and Library staff, Ripley Architects has explored and evaluated a number solutions for the building and site including the appropriate size of the building, site access and parking layout, the aesthetic and environmental qualities of the site, and the cost of various alternatives. The guiding principals used to prepare the conceptual design have included:

- expansion of library services for the residents of Live Oak;
- building & site design which compliments the character of the Live Oak community;
- building & site design which takes advantage of scenic views from the site, and protects scenic views of the site for the surrounding area;
- protection of the sensitive lagoon habitat; and
- protection of the large eucalyptus trees on the property.

The conceptual design phase has thus focused on exploring the appropriate scale of the expanded building and parking in relation to landscape and open space areas, the

surrounding neighborhood, and the interior function of the library. Through this work it was determined that land use regulations could allow a building of approximately 18,000 square feet with the associated parking and site improvements. However, due to the particularly sensitive nature of this site, a building of slightly larger than 13,000 square feet, is most consistent with the guiding principals as described above. This almost triples the square footage of the existing library allowing for expanded adult, teen and children services.

As shown on Attachment 1, the building is proposed to be expanded to the south and east with vehicle access via an existing driveway on Portola Drive. The parking is separated by a landscape open space which serves to visually connect the building to the lagoon habitat and views, and provides the opportunity to enhance the filtration of storm water run-off. A buffer area between the eucalyptus trees and the parking is also planned.

### **Community Input to Date**

This site concept was presented to the community at a meeting held on November 1, 2001. At this meeting, site and floor plans, a model and photographic examples of existing buildings of similar size and character were also used to describe the proposed concept. While there was general support for the overall site plan, those in attendance at this meeting made a number of suggestions with regards to architectural style and the building interior.

In response to the suggestions made at the first community meeting, the architect prepared revised building conceptual plans that were then shared at a second meeting held on February 6, 2002. The model and floor plan shared at this meeting reflected a building intended to build off the character of the existing building with traditional forms, pitched roofs and the opportunity for plenty of windows to take in the views and bring in natural light. The architect also carefully massed the building to transition from a portion of the existing structure proposed to remain, to a new building addition in a manner which fits in with the scale of the surrounding neighborhood and the site (see Attachment 2). The public use areas are located on the first floor with staff rooms located on a second floor mezzanine tucked up into the building roof line thereby reducing the building mass and eliminating tall ceilings in main reading rooms that could be noisy and expensive to heat and maintain. Finally the revised floor plan creates clearly defined use areas to accommodate children and teen use without interrupting adult use (see Attachment 3).

The overall concept plan for the site and building were well received at the second community meeting and are now before your Board for approval. The concept plans provide for much needed expanded library services for Live Oak residents in a manner which is sensitive to the setting and which in turn makes this location so popular with the community.

## **Next Steps**

With your Board's approval of the conceptual design, it is appropriate to proceed with the next phase of design work through approval of a second contract with Ripley Architects. Working closely with Agency and Library staff, the architect will use Phase Two Design Services for the Live Oak Library Expansion Project to develop further detail with regards to the building exterior, interior and building systems (see Attachment 4). This phase of work will include schematic design, design development, additional cost estimating and project budgeting, and permit drawings. Also included will be another community meeting to gather additional community input as the design progresses. The total amount for the Phase Two Design Services contract is not to exceed \$281,496. In addition staff will be bringing to your Board further analysis of the project cost and budget. The original budget for the Live Oak Library was estimated over 10 years ago and due to rising costs it is anticipated that additional funds will need to be identified to complete this project. After completion of Phase II Design Services, we will then bring a third contract to your Board for the final phase of work including: construction documents; bid/award assistance; and construction related services. It is expected that construction will then begin in early 2004.

The Redevelopment Agency staff has determined that the improvements associated with the development of the Live Oak Library Expansion Project 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.

## **Conclusion/Recommendations**

The work completed to date has resulted in a concept design that carefully balances the need for expanded library services with the unique attributes of this special site.

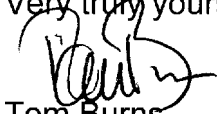
It is therefore **RECOMMENDED** that your Board, as the Board of Directors for the Redevelopment Agency, take the following actions:

- 1) Approve the Conceptual design plans for the Live Oak Library Expansion Project;
- 2) Approve the transfer of funds from future year project appropriations to the current year as shown in Attachment 5, to enable the contract to be approved at this time;
- 3) Approve the attached Contract and Scope of Services with Ripley Architects for design services for schematic, design development, and permits for the Live Oak Library Expansion Project in an amount not to exceed \$281,496 and authorize the Redevelopment Agency Administrator to sign the contract on behalf of the Agency; and

Board of Directors  
March 7, 2002  
Page 4

- 4) Concur with and adopt the above-noted associated findings.

Very truly yours,



Tom Burns  
Redevelopment Agency Administrator  
TB:BL

RECOMMENDED:

  
~~Susan A. Mauriello~~

Redevelopment Agency Director

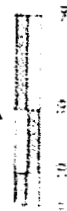
Attachments 1) Conceptual Site Plan  
2) Photographs of Conceptual Design Model  
3) Conceptual Floor Plans  
4) Independent Contractor Agreement  
5) Resolution Accepting Unanticipated Revenues  
6) ADM 29

cc. RDA  
Ripley Architects  
County Counsel  
Anne Turner, Library  
Auditor-Controller

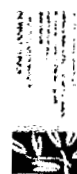
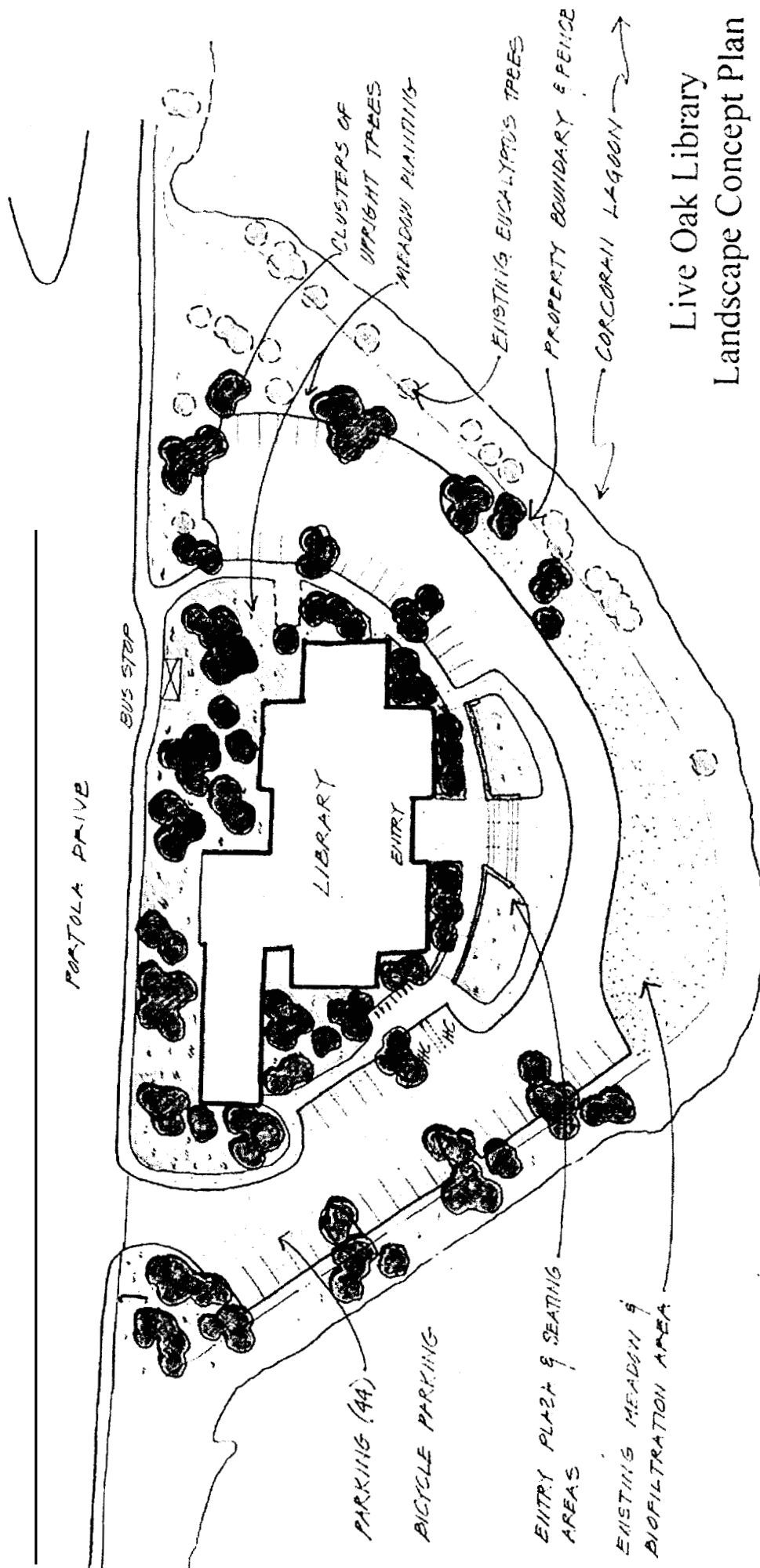
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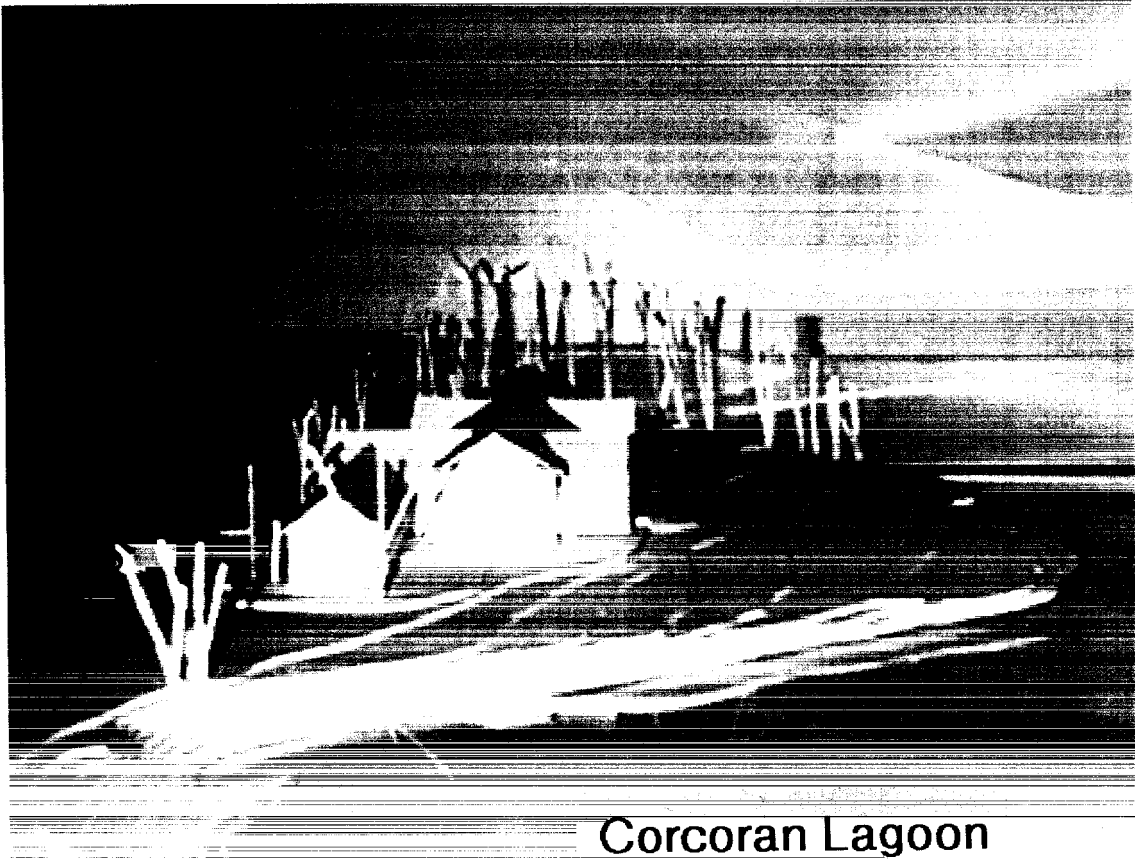
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February 6, 2002



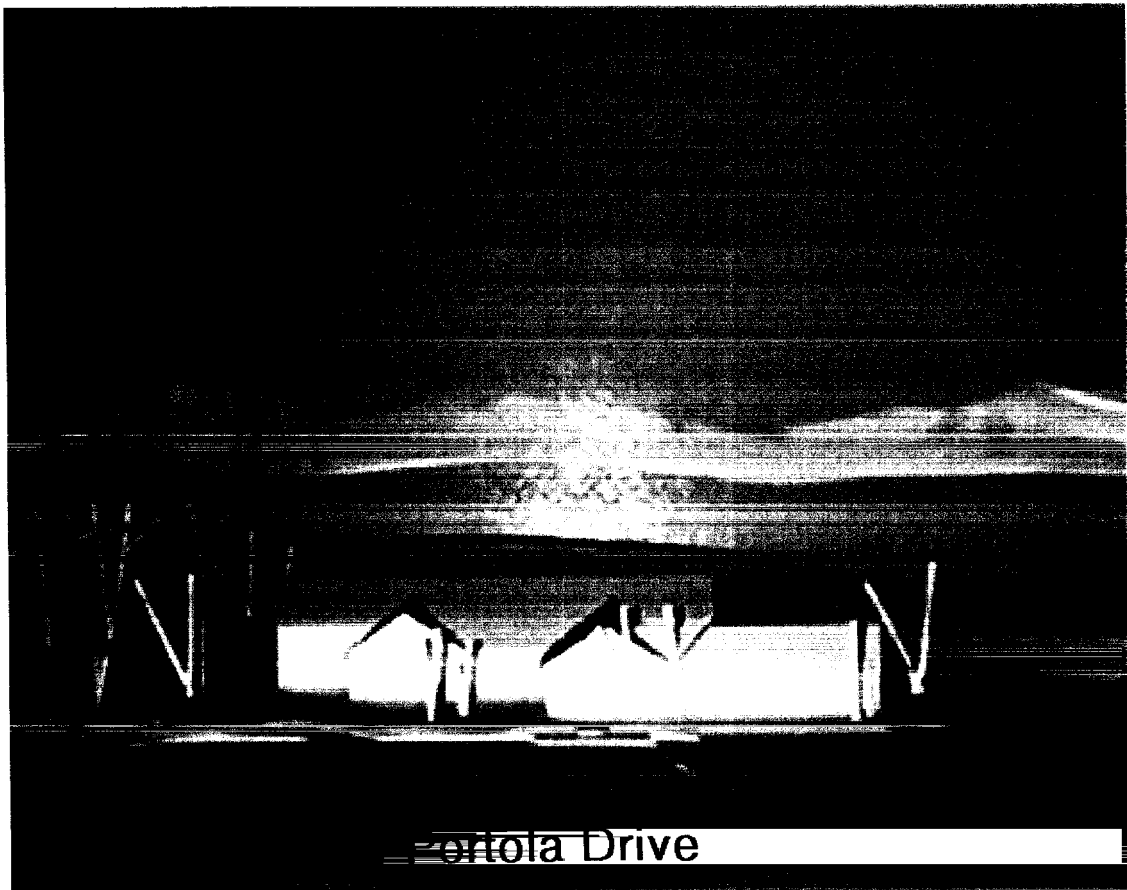
# Live Oak Library Landscape Concept Plan



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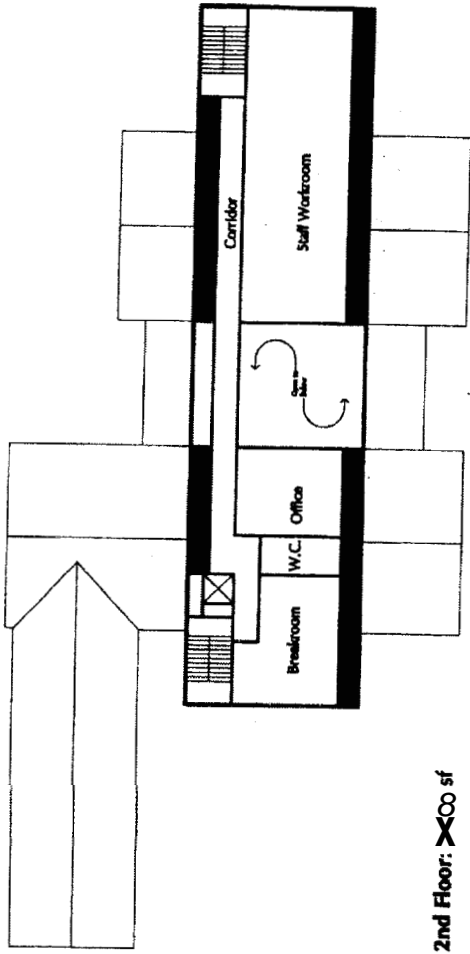
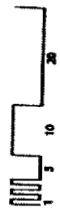


Corcoran Lagoon

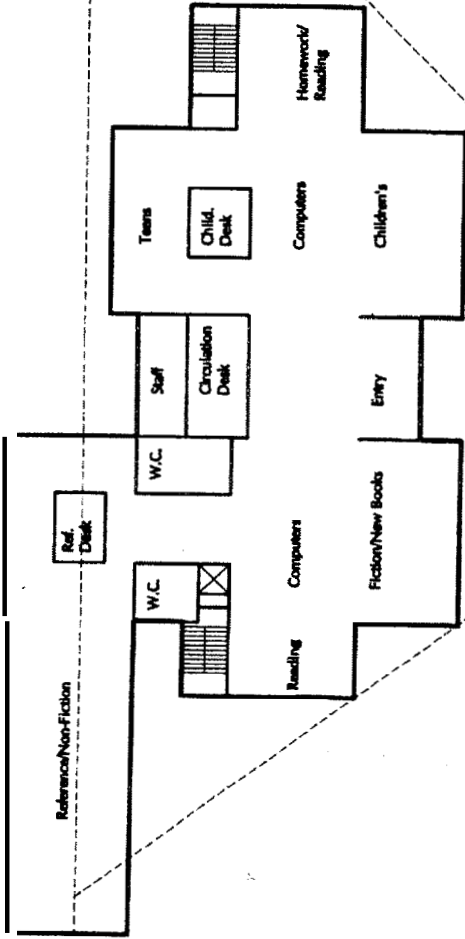


Portola Drive

0271



2nd Floor: X 00 sf



1st Floor: 10,350 sf  
Total: 13,650 sf

Contract No. \_\_\_\_\_ 0272

## INDEPENDENT CONTRACTOR AGREEMENT

THIS CONTRACT is entered into this \_\_\_\_ day of \_\_\_\_\_, 2002, by and between the COUNTY OF SANTA CRUZ REDEVELOPMENT AGENCY, hereinafter called AGENCY, and RIPLEY ARCHITECTS, hereinafter called CONTRACTOR. The parties agree as follows:

1. DUTIES. CONTRACTOR agrees to exercise special skill to accomplish the following result: as described in Exhibit A "Scope of Services". Exhibit B "Fees", Exhibit C "Schedule". and Exhibit D "Billing Rates"

2. COMPENSATION. In consideration for CONTRACTOR accomplishing said result, COUNTY agrees to pay CONTRACTOR monthly, billed on an hourly basis, for an amount not to exceed \$281,496, and as follows: as described in Exhibit A "Scope of Services". Exhibit B "Fees". Exhibit C "Schedule". and Exhibit D "Billing Rates"

3. TERM. The term of this contract shall be: until June 30, 2003.

4. EARLY TERMINATION. This Agreement may be terminated by either party upon not less than 30 days written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault to the party initiating the termination.

5. INDEMNIFICATION FOR DAMAGES, TAXES AND CONTRIBUTIONS. 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 CONTRACTORS 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. 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 CONTRACTOR has no employees and certifies to this fact by initialing here \_\_\_\_.

(2) Automobile Liability Insurance for each of CONTRACTORS vehicles used in the performance of this Agreement, including owned, non-owned (e.g., owned by CONTRACTORS 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 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 AP 1.

B. Other Insurance Provisions

(1) If any insurance coverage required in this Agreement is provided on a "Claims Made" rather than "Occurrence" basis, 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

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, employees, agents and volunteers 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) 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.

(3) 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: (a) The extent of 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. ACKNOWLEDGMENT. CONTRACTOR shall acknowledge in all reports and literature that the Santa Cruz County Redevelopment Agency has provided funding to the CONTRACTOR.

13. ATTACHMENTS. This Agreement includes the following attachments:

Exhibit A. "Scope of Services"

Exhibit B "Fees"

Exhibit C "Schedule"

Exhibit D "Billing Rates"

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

Date \_\_\_\_\_

CONTRACTOR: RIPLEY ARCHITECTS

By: Cynthia Ripley

Date March 10, 2002

Address: 1730 Franklin Street, Suite 103  
 Oakland, CA 94612  
 Telephone: (510) 267-0393

APPROVED FOR INSURANCE:

By: Barry McKinley 3-13-2002  
 Risk Management 3

APPROVED AS TO FORM:

By: John M. Scott  
 County Counsel

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

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## EXHIBIT A

## SERVICES TO BE PROVIDED BY CONSULTANT

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## EXHIBIT A

## SERVICES AND DELIVERABLES TO BE PROVIDED BY CONSULTANT

This is an Exhibit attached to, and made a part of and incorporated by reference with the Agreement made on March 17, 2002, between the County of Santa Cruz Redevelopment Agency ("Agency") and Ripley Architects ("Consultant") providing for professional services.

## 1. General Information

## 1.1 General

Consultant shall provide professional architectural and engineering services as described herein, for the, Live Oak Library Renovation and Expansion, pursuant to the terms of this Agreement.

1.1.1 Consultant shall produce a design for the building in accordance with the building programs developed during concept design.

1.1.2 "The Total Construction Cost" includes all building and site improvements, 10% design contingency, 10% construction contingency and construction escalation through the date of construction. The total Construction Cost will be established at the conclusion of schematic design, and will not include hazardous waste removal, environmental impact/ negative declaration mitigation measures, or movable furniture, fixtures and equipment.

1.1.3 All Services are to be performed in accordance scheduled and as shown on the schedule in Exhibit C.

Complete Schematic Design  
Complete Design Development

## 1.2 Criteria

1.2.1 Project shall be developed and designed in accordance with all applicable codes, laws, regulations, and professional standards, and Agency policies governing design and construction.

1.2.2 Consultant shall not, unless otherwise permitted in writing by Agency's Project Manager, specify unique, innovative, proprietary or sole source of equipment, systems or materials. Whenever a proprietary or sole source design is requested, Consultant shall advise Agency on the implications of maintenance, replacement of parts, equipment or systems or other issues which may affect long-term maintenance of the proprietary or sole source design. Based on information, Agency will decide whether to permit the proprietary or sole source design.

1.2.3 Consultant's design shall provide that all surfaces, fixtures and equipment be readily accessible for maintenance, repair or replacement by ladders, power lifts, cat walks and the like without exceeding the design loads of the floors, roofs, ceilings, and that such access is in conformance with Cal OSHA.

## 2. Basic Services

## 2.1 Scope

Basic Services shall include all the services and activities specified below in the Schematic Design Phase, Design Development Phase, The Construction Document Phase, Bidding Phase, and Construction Phase will be described in future contract.

## 2.2. General Description and Requirements

2.2.1 Performance of services will require Consultant to meet with, and attend meetings with Agency staff, with Inspectors, with Construction Managers, with testing agencies, with other governmental agencies, with Contractors, and with such other consultants as



Consultant determines necessary, to the extent reasonably necessary for the design and construction of the Project and performance of Consultant's duties under this Agreement.

- 2.2.2 Services performed by Consultants shall conform to the standard of care, regarding the requirements of the laws of the State of California applicable to public entity construction, including, but not limited to, the requirements of the California Business and Professions Code and the California Code of regulations.
- 2.2.3 Consultant shall provide to Agency all reasonably necessary professional architectural and engineering services in all phases of the Project to which this Agreement applies. Services will include providing all professional architectural and engineering services necessary to perform the Services, including, but not limited to, civil, electrical, fire safety, tire protection, mechanical, structural, civil, landscape and related design engineering.
- 2.2.4 Consultant shall have adequate personnel, facilities, equipment and supplies to complete Consultant's Services. Consultant shall provide all materials to complete the required services and shall provide resumes on request for Consultant's assigned personnel/
- 2.2.5 Consultant shall engage all reasonably appropriate specialty subconsultants for proper completion of the Consultant's Services, at the sole expense of Consultant. Consultant's contracts with its subconsultants (and their contracts with their subconsultant's) shall incorporate this contract by reference to the extent not inconsistent with the subconsultant's scope of Services. Agency shall have the right (but not the obligation) to approve specialty subconsultants engaged by Consultant which approval shall not be unreasonably withheld.
- 2.2.6 Consultant shall review, update and verify all as-built information supplied by Agency concerning existing structures, facilities and utilities, for the purpose of advising Agency of any observed deficiencies, sufficient to use the as-built information in connection with all phases of Consultant's Services.

Throughout Consultant's performance of the Services, Consultant shall make written recommendations to Agency concerning any additional information necessary to complete the Services.

Consultant shall provide Agency with a contemporaneous copy of all relevant written communications and submittals to third parties regarding this project, when requested.

## 2.3 Coordination of Architectural and Engineering Subconsultants/ Other Consultants

- 2.3.1 Consultant shall coordinate all architectural and engineering disciplines and subconsultants involved in completing the Services and coordinate with any separately retained hazardous materials consultants. Consultant's subconsultants shall fully coordinate with Consultant and all architectural and engineering disciplines and subconsultant's involved in completing the Services. The objective of this coordination shall be the development of a serviceable design in which the Services of Consultant and each subconsultant interfaces and is coordinated, architecturally sound and well engineered, with details that work together with regards to affected disciplines.
  - 2.3.1.1 Consultant shall require its subconsultants to agree in their subcontracts to coordinate with Consultant and other subconsultants.
  - 2.3.1.2 Consultant shall conduct design coordination meetings with all subconsultants employed by Consultant.
- 2.3.2 Consultant shall immediately advise Agency in writing if any consultant significantly falls in any manner to coordinate its services with Consultant.

## 2.4 Coordination and Scheduling Operations

- 2.4.1 Consultant shall complete or cause to be completed all Services required under this Agreement in accordance with Exhibit C, Schedule. Agency activities shall be coordinated and scheduled in accordance with Exhibit C, Schedule.

- 2.4.2 For each phase of the Service under this Agreement, Consultant shall prepare and submit for Agency's acceptance a task list identifying the tasks defining the scope of services of each phase. The Principal purpose of the task list will be to assist in scheduling and coordinating Agency activities, reviews, and approvals with Consultant's Services herein. The task list submitted shall be coordinated with the Schedule.
- 2.4.3 Consultant shall adjust and cause its retained subconsultants (and subcontractors, if any) to adjust activities, personnel levels, and the sequence, duration and relationship of services to be performed in a manner that will comply with the accepted schedules.
- 2.4.4 Consultant shall meet with and coordinate with Agency's Project Manager, as necessary, regarding ongoing design services, with respect to the following subject matters:
- 2.4.4.1 Project Scheduling,
- 2.4.4.2 Scheduling Consultant's own Services and coordination with services of other consultants.

2.5 Deliverables Required Under This Agreement – Generally

Each deliverable shall be reviewed with representatives of Agency. Deficiencies in deliverables and modifications to conform with program requirements shall be promptly performed, and the cost thereof included in the fee for Basic Services.

3. Schematic Design Phase

- 3.1 **Period of Service.** The services called for in the Schematic design Phase will be completed and the required deliverables submitted within the stipulated period of time in Exhibit C, Schedule. Written authorization to proceed with the Schematic Design Phase will be given at such time as shown on Exhibit C, provided the project proceeds on schedule.
- 3.2 **Consultation with Agency**
- 3.2.1 Architectural: Based on approved pre-schematic concept, confirm owner's program and budget, conceptual site and building plans, preliminary sections and elevations, preliminary selection of building systems and materials. Establish partition location, typical furniture and equipment layouts. Coordinate consultant design activities, documentation, and work.
- 3.2.2 Functional Planning: Demonstrate conformance with program for the Agency.
- 3.2.3 Existing Building: Review plans, sections and elevations, and dimensions of existing elements.
- 3.2.4 Identify, analyze and conform to the requirements of governmental authorities having jurisdiction to approve the design of the Project and participate in consultations with such authorities.
- 3.3 Site Visit and Investigations
- 3.3.1 Become generally familiar with existing site conditions through site visits and review of documents to determine the effects on design and construction. Review all hazardous material information provided by Agency and advise Agency immediately of any other hazardous materials that Consultant has knowledge of.
- 3.3.2 Advise Agency's Project Manager as to the necessity of obtaining additional information related to the site, necessary for purposes of design. Such advice and statement of necessity shall be in writing.
- 3.3.3 Review design and existing conditions information secured pursuant to this Agreement and advise Agency's Project Manager whether such data is adequate for purposes of design.
- 3.3.4 Soils Testing: Conduct testing and prepare reports necessary for the design of the proposed building and site improvements.

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### 3.4 Recommendations on required Additional Information

- 3.4.1 Advise Agency as to the necessity of Agency's providing or obtaining available or additional information pertinent to the **Project** including previous **reports**, as built conditions, information, and **any** other **data** relative to design or construction **of** the Project.
- 3.4.2 Make recommendations **on** required additional information necessary **to** complete the design and complete **the** preliminary reports and schematic materials.
- 3.4.3 Additional information **required** by Consultant **shall** be secured **by** Consultant as directed in writing **by** Agency's Project Manager and compensated **as** Additional Services pursuant to Section **7.3**.

### 3.5 Schematic layouts, Sketches and Conceptual Design Criteria

- 3.5.1 Prepare **reports** containing **schematic** layouts, sketches **and** conceptual design criteria with appropriate exhibits.
- 3.5.2 **Reports** and exhibits **shall** incorporate Agency's **program** requirements and **shall** include structural concepts, site utilization **plans**, floor plans, elevations, sections, and other drawings necessary to describe **the** project, including, but not limited to, the following:
  - 3.5.2.1 Structural: recommend basic structural materials **and** systems, **analyses**, conceptual design **for** alternate structural **systems**. Please **note that no soils** report is available at the time **of** this contract signature. **The** foundation is assumed to be a conventional spread footing system **with** conventional grade beams, More complex foundations such **as** mat foundations **or** deep foundations (piles or piers) **with** supported slabs **are** beyond the **scope** of basic services.
  - 3.5.2.2 Mechanical: consider alternate materials, systems and equipment; develop **conceptual** design solutions **for** energy sources, energy conservation, heating and ventilating, air conditioning, plumbing, **fire protection; general space** requirements.
  - 3.5.2.3 Electrical: consider alternate systems, recommend basic electrical materials, systems **and** equipment, develop conceptual solutions **for power** service and distribution, lighting, telephones, data systems, fire detection **and alarms**, security **systems**, electronic communications.
  - 3.5.2.4 **Lighting:** consider alternate lighting **systems**, electrical **materials** and equipment for all public **spaces**.
  - 3.5.2.5 Specifications: Identify architectural **materials** systems, equipment, and quality standards. Prepare outline specification, obtain **owner's** front end documents including, **owner** contractor agreement and general conditions; recommend special conditions sufficient to implement individual features and **design**.
  - 3.5.2.6 Landscape: Develop a schematic design plan a 1/20<sup>th</sup> **scale** including entry courtyard, exterior pathways, paving treatments, preliminary **grading design** and proposed plant **materials** and hardscape.
  - 3.5.2.7 Civil: Develop information for Rough grading, parking paving and **profiles**, streetscape elements **along** Portola Drive (including sidewalk, curb, **and gutter**) **drains, inlet** heights and locations, infrastructure design.
  - 3.5.2.8 Soils: Based on borings recommended by the **structural** engineer, provide recommendations for foundation system, estimated settlement of footings and differential settlement between footings, criteria **for** design **of retaining** walls. **design** recommendations for reuse of existing footing **and** placement **of** new footings adjacent to existing footings, recommendations for support **and design** **of** concrete slabs **or** grade, recommendations for surface and subsurface water

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drainage and other ~~work~~ described in the detailed Contract scope between the architect and soils ~~engineer~~.

- 3.5.2.9 **Approval of Schematic design and** cost information furnished by others shall be developed in accordance **with** the accepted design concept; shdl not be unreasonably denied. Consultants shall participate in **all** necessary meetings with representatives ~~of~~ Agency **and** shall **coordinate with** Agency's Project Manager **formal** design presentations at **times** indicated **on** the project schedule.
- 3.5.3 Prepare **and submit to Agency** for approval:
  - 3.5.3.1 Outline specifications including architectural, structural, mechanical, **electrical, systems** and materials proposed:
  - 3.5.3.2 Presentation site plan, preliminary **grading and drainage plans**, schematic landscape plans, floor plans, elevations at scale acceptable to Agency, necessary to convey the architectural design, and
  - 3.5.3.3 Tabulation of both gross **and** assignable floor **areas** including a comparison to the initial **program** area requirements.
  - 3.5.3.4 Proposed Total Construction Cost Budget prepared in sufficient **detail** to **set** total construction cost **budget** for remainder **of** design phases.
- 3.5.4 **Alternates:** Identify **and** coordinate drawings and specifications to begin the process **of** considering **alternate** bids **on** drawings **in** the scope of **work**.
- 3.6 Agency **will relieve** Consultant **of Claims** of misrepresentation or **warranty from the cost** estimate, **but** expressly does **not** relieve Consultant of responsibility for potential redesign **costs** necessary to **secure** bids within the "Total Construction **Costs**" **plus** 10%.
- 3.7 Construction Phasing Recommendations: Review recommendations for phasing **of the** construction work to minimize disruptions and interfaces with **Agency's** operations **and** any concurrently proceeding construction activities. Meet and **discuss** phasing recommendations **with** Agency, Library Staff **and its** Project Manager. **This** Phasing may be incorporated **into** Construction Contract documents.
- 3.8 Public Art Recommendations: Identify locations **for** public art to integrate with building elements or **landscape** design.
- 3.9 Attend Required Meetings: Attend meetings **with** representatives of Agency and Library Staff, **and** provide information **and diagrams** to **fully** describe the **project as shown** on meeting **schedule**.
- 3.10 Present schematic documents to **Agency and Library Staff**.
- 3.11 At the **end of** Schematic Phase, design contingency shall be reduced **from** 10% **to** 6%.
- 4. **Design Development Phase**
  - 4.1 Period **of** Service
    - 4.1.1 After acceptance by Agency of the required deliverables in the Schematic Design Phase, including the Total Construction Cost Budget **and upon** written authorization **from Agency**, Consultant **shall** proceed with the performance of the services called for in **the** Design Development Phase.
    - 4.1.2 **Consultant shall** submit the deliverables required **by** the Design Development Phase, including preliminary **design** documents, within the stipulated period indicated in Exhibit C, Schedule.
  - 4.2 General Scope of Project and **Final Design** Criteria: After consultation **with** Agency **and on** the basis of the accepted schematic, study and report documents under section **3.4**, determine the general scope, extent and character **of** the Project **and establish** final **design** criteria. Participate in **biweekly** progress

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meeting with Agency's personnel and Subconsultants. Meetings can be postponed or cancelled if all parties decide they are unnecessary.

- 4.2.1 Prepare a comprehensive estimate of **costs** and ties of completion coordinated with schedule, caused by change in scope, extent or character of design requirements. Consultant shall prepare independent construction **cost** estimates when **documents** are 80% complete. Consultant **must** meet with the Agency and review **cost estimates** and attempt to reach agreement with them **regarding any disputed** items.
- 4.2.2 **At the end of** design development, Consultant **shall** reduce **the** design contingencies from **8% to 5%.**
- 4.3 Design Development Documents: Prepare Design Development Documents consisting of final design **criteria**, drawings, outline specifications and written descriptions of the Project. These Design Development **Documents shall** include:
  - 4.3.1 Site plans, architectural, structural, mechanical **and** electrical **floor plans, elevations;** cross sections and **other** mutually agreed upon drawings deemed necessary to describe **the developed** design: single line electrical and **mechanical** drawings, and structural drawings with preliminary sizing of major structural elements.
  - 4.3.2 Outline specifications **for** each specifications section, with **Part 2** of each section completed, describing the size, character and **quality of** the **entire** Project in its essentials as to kinds and locations of materials; **type of** structural, mechanical **and electrical systems; and**
  - 4.3.3 **A tabulation of both gross and assignable** floor areas in a comparison to the approved schematic program area requirements **and** to the initial **program** are requirements.
  - 4.3.4 Consultant shall provide to Agency's Project **Manager for** Agency's **approval** a preliminary color **and materials board**, samples **of textures** and finishes **of materials proposed** in the Services.
  - 4.3.5 **Consultant shall** provide to Agency up to **3** photographic visual simulations **of** the building and site.
- 4.4 Design Development Phase Drawings: Provide **drawings that** indicate **the scope of** work included in the **bid package with** sufficient detail to enable preparation **and review of an accurate** cost estimate, including but not **limited to**, the **following** descriptions **of** minimum requirements for a **design** development submittal, which shall be **augmented as** necessary to **show** design intent and to prepare **an accurate estimate of** construction cost.

#### 4.4.1 Architectural Drawings

##### 4.4.1.1 Floor Plans which clearly show:

Final Schedule  
Principal **Dimensions**  
**Wall** types clearly **identified**  
Security zones and perimeters  
Sufficient sections **and details to enable** a reasonable material takeoff

##### 4.4.1.2 Roof plans which clearly show:

**Slopes**  
**Type of** roofing  
Roof access and pathways  
Location **of any** mechanical equipment  
Sufficient information **to** determine primary and secondary **means of** drainage

##### 4.4.1.3 Reflected **ceiling** plans which clearly show:

Ceiling material  
Access **hatches**

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Partitions coordinated with the floor plans  
 Mechanical and electrical features coordinated with mechanical and electrical system

**4.4.1.4 Elevations that clearly show:**

Types of materials  
 Dimensions from finish floor to tops of walls, eaves and roof lines  
 All openings without dimensions but coordinated with door and window schedules

**4.4.1.5 Sections for each level through the ceiling space which clearly show:**

Firewall conditions at tops of walls  
 All essential building parts and materials  
 Adequate space for structural beams, and mechanical, electrical, and plumbing systems.

**4.4.1.6 All door, window, glazing and hardware schedules with sufficient detail to show the agreed upon form and style**

**4.4.1.7 All items intended to be permanently affixed to the building.**

**4.4.2 Structural Drawings**

**4.4.2.1 Floor and foundations plans which clearly show:**

Principal dimensions  
 All columns, shear walls, shafts and stairs  
 Coordination of structure with architectural floor plans  
 Sections cut and detail bubbles to show where sections and details can be found

**4.4.2.2 Roof plans which clearly show:**

Principal dimensions  
 All major framing members  
 Sufficient sections and details to show design intent  
 Coordination with architectural, mechanical and electrical floor plans  
 Sufficient section and detail bubbles to show where sections and details can be found

**4.4.2.3 Sections and details which clearly show:**

Design intent  
 All important connections  
 Coordination with other structural plans and architectural, civil, mechanical, electrical and plumbing plans.  
 Logical placement to allow easy location of sections and details

**4.4.3 Mechanical and Plumbing Drawings**

**4.4.3.1 Mechanical and Plumbing plans which clearly show:**

Room numbers  
 Locations of all major pieces of equipment  
 Layout and sizing of all ductwork and piping  
 Symbol list coordinated with symbols on plans  
 All points-of-connection including invert elevations  
 Sufficient section and detail bubbles show where sections and details can be found  
 Coordination with structural, electrical, and civil architectural plans

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4.4.3.2 **Equipment and** fixture schedules which clearly show:

All fixtures identified  
All mechanical equipment identified and sized

4.4.4 **Electrical Drawings**

## 4.4.4.1 Lighting and power plans which clearly shows:

Room numbers  
Single line diagrams of services and systems  
Symbol list coordinated with symbols on the plans  
Lighting plans coordinated with reflected ceiling plans  
Power, telephone and computer outlets shown and coordinated with equipment layouts in other disciplines  
Sufficient section and detail bubbles to show where sections and details can be found  
Coordination with structural, mechanical, civil and architectural plans

## 4.4.4.2 Equipment and fixture schedules including lighting.

4.4.4.3 **Security, alarm, public address (PA), closed-circuit TV (CCTV), and similar electrical and electronic systems.**

## 4.4.5 Civil Drawings:

## 4.4.5.1 Site and grading plans which clearly show:

Site cross sections  
Site contours and drainage  
Locations of all bench marks  
Precise locations of all major elements  
Roadways, driveways and parking areas  
Coordination with architectural and structural elevations as well as mechanical, electrical and plumbing building penetrations.

## 4.4.5.2 Site utility plans which clearly show:

All connections to off-site utilities, identifying the division of responsibility between the work of the Contractor and the utility company.  
All points-of-connection including invert elevations  
All drainage systems and other utilities located and sized

## 4.4.6 Landscape:

Planting plans to respond to adjacent marine habitat  
Selection of light fixtures All circuitry, electrical design. lighting layout plan, specifications and lighting calculations by electrical engineer.  
All site amenities (benches, trash receptacles, tree grates)  
Fences and screening of trash and utility areas  
Preliminary Irrigation system and tree protection plan  
Coordination with owners consultant regarding definition of property boundary, fencing and marsh restoration

## 4.4.7 Other Items

4.4.7.1 Outline Specifications describing the size, character and quality of the entire Project, including locations of materials, types of structural, mechanical, electrical and security systems.4.4.7.2 Engineering Calculations clearly presented for all disciplines, including realistic loads, and sufficiently completed for Construction Documents to proceed.

#### 4.5 Development Permit Documents

- 4.5.1 Prepare Development Permit Package to include **one set of** reproducible drawings including, site plan, location and vicinity **map**, floor **plans**, elevations, civil drawings with erosion control, **shadow plan**, preliminary landscape **plan**, photographic **visual simulations** materials and color sample board, **and** soils **report**
- 4.5.2 Prepare minor **revisions** such as **notes** within basic **services and** all other revisions to Development **Permit Package** in accordance with **7.3.1**

#### 4.6 Review with Agency: Prepare for approval by Agency written design criteria for mechanical and electrical systems (for example, temperature, humidity, lighting levels and **floor live load design shall** be stated for general **and** special occupancy **areas**).

- 4.7 Attend Required **Meetings** per **Exhibit A-I**: Attend meetings with the community, representatives of Agency **and** provide information **and** diagrams **to** fully describe the project. It **is** anticipated that the following **meetings will be** needed for the design **development and** Development Permit **Phase**: See Exhibit A-1 attached.

#### 5. Construction Document Phase

- 5.1 After acceptance by **Agency** of the **Design Development Phase** documents, it **is** anticipated that a contact will be prepared for construction **documents**; building **and** construction administration services.

#### 6. Payments to Consultant

- 6.1 **Payments to Consultant** shall be made according to **Exhibit "B"**.

#### 7. Additional Services

- 7.1 Performance and Compensation: Services required to **be performed by** Consultant upon request **by** Agency, which are described hereinafter as Additional Services, must **be** authorized by Agency in writing **prior** to performance. **Consultant shall be compensated for** Additional Services according to current billing **rates**. Billing rates will be adjusted annually according to the **Consumer Price Index**, **unless the parties agree on lump sum compensation for particular services activities**.
- 7.2 Compensation for Additional Services: Consultant **shall be compensated for** Additional Services as set forth in Exhibit **"D"**.
- 7.3 Services: The following shall **be** considered Additional **Services**:
  - 7.3.1 Making **revisions in** reports, specifications, drawings, or other documents, if:
    - 7.3.1.1 Such revisions **are not** necessary because of a deficiency in Consultant's services.
    - 7.3.1.2 **Such revisions are inconsistent with** written approvals or instructions previously given **by** Agency, including revisions made necessary **by** adjustments in Agency's program or construction budget. **or** are required **by** the enactment **of** revision of codes, laws or regulations subsequent **to the** preparation **of** such documents, **or** are due to other causes not **solely within** the control of Consultant
  - 7.3.2 Changes in **scope, such as** revisions **of** approved reports or design **documents**, not **due** to any Fault **of** Consultant. **Changes in** schedule can **be** a change in scope only if:
    - 7.3.2.1 **Consultant has** fully performed **its** scheduling **and** coordination responsibilities **herein required** and **the** changes in schedule **are** in addition to these responsibilities and **not due** to any **fault of Consultant: and**



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- 7.3.3 Required out of town travel beyond limits **specified** in "Payment to Consultant".
- 7.3.4 Property survey or field surveys **for** design **purposes**, engineering surveys, **and** staking.
- 7.3.5 **Preparing** to serve or serving on behalf of Agency **as** an expert witness [but not **as** a percipient witness) in connection with **any** arbitration, administrative or other proceeding **or** legal proceeding.
- 7.3.6 Preparation **of** application and supportive documents for governmental grants **and** permits beyond those **described** in section 4.5.
- 7.3.7 **Assisting in** actual claims resolution **efforts when** such assistance **is** required **by** matters unrelated to Consultant's performance.
- 7.3.8 Providing **any** other services requested by Agency and **not** otherwise included in this agreement or **not** customarily furnished in accordance with generally accepted architectural, engineering, **and** other **design** profession practice.
- 7.3.9 Service required **as** a result **of any** failure **by** Consultant to perform its obligations under **this** Agreement shall be **performed by** Consultant at no additional **cost as part of** Basic Services and **shall** not be deemed Additional Services.
- 7.3.10 Providing additional insurance coverage **requested** by Agency beyond that specified in the Agreement, if available, **except that** no markup **will be** allowed. Consultant shall promptly **comply** with such request.
- 7.3.11 Providing **services** made necessary **by** default, termination of Contractor **or** major deficiencies in **the work** of the Contractor.
- 7.3.12 Preparation **of** alternates **for** bidding **purposes**.

## 8. Periods of Service

- 8.1 Milestones: Milestones for completion **of Phases** and tasks within **each** phase **are** given in Exhibit "C".
- 8.2 Commencement **of** Services: **Consultant shall** not commence services on **any** succeeding **phase of service until** completion **of** services **on** existing and **prior phases of service** and Agency's Project Manager has provided Consultant with **written** notice to commence services on the succeeding **phase of service**, unless Agency's Project Manager, in its sole discretion, authorizes Consultant to **do so**.

## 9. Agency's Responsibilities

- 9.1 Project Manager: Agency **shall** designate a **Project Manager**, **authorized** to act on Agency's **behalf** with respect to this **Agreement**. **Agency or** such authorized representative **shall** render required decisions promptly, to avoid unreasonable delay in the progress **of** Consultant's services.
- 9.2 Design Requirements Agency shall provide criteria **and** information concerning design objectives **and** constraints, space, capacity and performance requirements, and budgetary limitations. These are provided in **Section 1 of this** Exhibit, and **will** be supplemented upon reasonable request from Consultant or **when** deemed necessary **by** Agency.
- 9.3 Property Information: Agency shall provide environmental impact reports, **and** relevant information concerning property boundaries, easements, right of **way**, topographic and utility surveys, property description, **zoning**, boundary and other land **use** restrictions, as **needed** and necessary. **Consultant** shall **advise** Agency **of any** deficiencies in supplied information.
- 9.4 Documents: Agency **shall** make copies of available documents **and** drawings of existing conditions available **to** Consultant. Consultant **may** inspect **all** Agency surveys and records of construction. Consultant shall provide reasonable care in verifying visible on-site facilities.
- 9.5 Surveys: Agency **shall** provide engineering **surveys to** establish reference points for construction.

- 9.6 **Hazardous Materials:** Agency shall provide hazardous materials surveys and perform remediation measures to eliminate hazardous materials from project site.
- 9.7 **Permits and Approvals:** Consultant shall assist Agency in its securing of all required approvals and permits from governmental authorities have jurisdiction over the project, unless otherwise specified in this Agreement
- 9.8 **Site Access:** Agency shall provide Consultant reasonable access to the site provided Consultant complies with all security and safety requirements, and coordination requirements.

END OF EXHIBIT A

Live Oak Library Expansion Project - Phase II Contract			
	RA	SUB-Consultants	Sub Total (W/O Markup)
Phase II Startup; Prepare Base Drawings & Demolition Plans	\$12,700	\$16,756	\$29,456
Schematic Design	\$38,200	\$48,250	\$86,450
Design Development	\$51,100	\$50,640	\$101,740
Meetings (Per Meeting Sheet)	\$19,200	\$7,280	\$26,480
Totals	\$121,200	\$122,926	
Markup Factor	1.00	1.10	
Total After Markup	<b>\$121,200</b>	<b>\$135,219</b>	<b>\$256,419</b>
Allowance for reimbursable expenses including plotting, printing, telephone, per diem costs associated with evening meetings, & misc (5% of Total Before Markup), rendering cost \$1,500	\$7,560	\$6,146	\$13,706
Markup Factor	1.10	1.10	
Total of reimbursable expenses after markup	<b>\$8,316</b>	<b>\$6,761</b>	<b>\$15,077</b>
Digital Rendering & Printing Allowance	\$10,000		\$10,000
Totals	<b>\$139,516</b>	<b>\$141,980</b>	<b>\$281,496</b>

**Exhibit C****Schedule for Phase II Design Services  
Live Oak Library Expansion Project**

Phase II Start Up, Base & Demolition Plans (1.5 months)	March - April 2002
Schematic Design (3 months)	April - June 2002
Review & Approval (1 month)	July 2002
Design Development (3 months)	August - October 2002
Community Meeting & Development Permits (6 months)	September - February 2003

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**Ripley Architects****Hourly Billing Rates – 2002**

Cynthia Ripley, Principal	\$1 60 per hour
Jim Scoggin	\$1 50 per hour
Senior Architect	\$1 10 per Hour
Intermediate Architect	\$95 per hour
Junior Architect	
Staff	\$65 – 110 per hour

## Certificate of Insurance

1 of 1 #M46955

<b>Agency Name and Address:</b> Professional Practice Insurance Brokers, Inc. 10 California Street Redwood City, CA 94063-1513	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 THE POLICIES LISTED BELOW.
<b>Insureds Name and Address:</b> Ripley Associates 1730 Franklin Street Oakland, CA 94612	<b>Companies Affording Policies:</b> A Lumbermens Mutual Casualty Co. B American Motorists Insurance Co. C Agricultural Insurance Company D. E F

COVERAGES: THIS IS TO CERTIFY THAT 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.

TYPE OF INSURANCE	POLICY NUMBER	EFF. DATE	EXP. DATE	POLICY LIMITS
<b>A GENERAL LIABILITY</b> <input checked="" type="checkbox"/> Commercial General Liability <input type="checkbox"/> Claims Made <input checked="" type="checkbox"/> Occurrence <input type="checkbox"/> Owner's and Contractors Protective <input type="checkbox"/>	7RD80364600	02/27/02	02/27/03	General Aggregate: \$2,000,000 Products-Conv/Ops Aggregate: \$2,000,000 Personal and Adv. Injury: \$1,000,000 Each Occurrence: \$1,000,000 Fire Dmg. (any one fire): \$ 500,000
<b>A AUTO LIABILITY</b> <input type="checkbox"/> Any Automobile <input type="checkbox"/> All Owned Autos <input type="checkbox"/> Scheduled Autos <input checked="" type="checkbox"/> Hired Autos <input checked="" type="checkbox"/> Non-owned Autos <input type="checkbox"/> Garage Liability <input type="checkbox"/>	7RD80364600	02/27/02	02/27/03	Combined Single Limit: \$1,000,000 Bodily Injury/person: \$0 Bodily Injury/accident: \$0 Property Damage: \$0
<b>EXCESS LIABILITY</b> <input type="checkbox"/> Umbrella Form <input type="checkbox"/> Other than Umbrella Form				Each Occurrence Aggregate:
<b>B WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY</b>	7CW30465405	09/23/01	09/23/02	Statutory Limits Each Accident: \$1,000,000 Disease/Policy Limit: \$1,000,000 Disease/Employee: \$1,000,000
<b>C PROFESSIONAL LIABILITY*</b>	EDN3208853	12/30/99	12/30/02	Per Claim: \$1,000,000 Aggregate: \$1,000,000
				\$0

Description of Operations/Locations/Vehicles/Restrictions/Special items:

ALL OPERATIONS OF THE NAMED INSURED, INCLUDING LIVE OAK LIBRARY. SEE ADDITIONAL INSURED ENDORSEMENT ATTACHED.

\*Written at aggregate limits of liability not less than amount shown.

<b>Certificate Holder:</b>  County of Santa Cruz Redevelopment Agency 701 Ocean Street, Room 510 Santa Cruz, CA 95060	THE AGGREGATE LIMIT IS THE TOTAL INSURANCE AVAILABLE FOR CLAIMS PRESENTED WITHIN THE POLICY FOR ALL OPERATIONS OF THE INSURED <b>CANCELLATION:</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY, ITS AGENTS OR REPRESENTATIVES WILL MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, EXCEPT IN THE EVENT OF CANCELLATION FOR NON-PAYMENT OF PREMIUM IN WHICH CASE 10 DAYS NOTICE WILL BE GIVEN Authorized Representative: <i>Greg Green</i> 02/26/02
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**KEMPEI? PREMIER ENDORSEMENT FOR  
ARCHITECTURE AND ENGINEERING FIRMS**

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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**This endorsement modifies insurance provided under the following:**

**BUSINESS OWNERS LIABILITY COVERAGE FORM BP 71 08**

**1. ADDITIONAL INSURED -- BY CONTRACT, AGREEMENT OR PERMIT (NOTE: MEETS OR EXCEEDS CG 20 10 11 85)**

Item 5. of Section C. --WHO IS AN INSURED, is deleted and replaced by the following:

Any person or organization to whom or to which you are obligated by virtue of a written contract, agreement or permit to provide such insurance as afforded by this policy is an insured, but only with respect to liability arising out of:

- a) "Your work" for that insured by you, including work or operations performed on your behalf for that insured;
- b) Permits issued by state or political subdivisions for operations performed by you; or
- c) Premises you own, rent, occupy or use.

This provision does not apply unless the written contract or agreement has been executed, or the permit has been issued, prior to the "bodily injury," "property damage," "personal injury" or "advertising injury."

This provision does not apply to any person or organization included as an insured under Additional Insured -- Vendors.

**2. PRIMARY -- NON-CONTRIBUTORY**

This insurance is primary and is not additional to or contributing with any other insurance carried by or for the benefit of Additional Insureds.

**3. SEPARATION OF INSUREDS**

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this policy to the first Named Insured, this insurance applies:

- a) As if each Named Insured were the only Named Insured; and
- b) Separately to each insured against whom claim is made or "suit" is brought.

**4. NOTICE OF CANCELLATION**

If we cancel this policy for any reason other than non-payment of premium, we will mail written notice at least 30 days before the effective date of cancellation to the Additional Insureds on file with the Company.

If we cancel this policy for non-payment of premium, we will mail written notice at least 10 days before the effective date of cancellation to the Additional Insureds on file with the Company.

**5. WAIVER OF SUBROGATION**

If the insured has rights to recover all or part of any payment we have made under this policy, those rights are transferred to us. This insurance shall not be invalidated should the Named Insured waive in writing, prior to a loss, any or all rights of recovery against any party for a loss occurring. However, the insured must do nothing after a loss to impair these rights. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them. This condition does not apply to Medical Expenses Coverage.

Nothing herein contained shall vary, alter or extend any provision or condition of the Policy other than as above stated.

NAMED INSURED:	Ripley Associates	POLICY NO:	7RD80364600
Effective Date:	02/27/02	Expiration Date:	02/27/03

**LUMBERMENS MUTUAL CASUALTY COMPANY**

  
Authorized Signature

ISSUED: February 26, 2002

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ATTACHMENT 5

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 Bonds Proceeds Reserves for the Live Oak Library Project; and

WHEREAS, the Agency is a recipient of funds in the amount of \$30,000 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 29130(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 \$30,000 as follows:

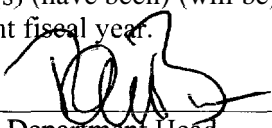
<u>T/C</u>	<u>Index Number</u>	<u>Revenue Subobject Number</u>	<u>Account Name</u>	<u>Amount</u>
001	611100	2500	Live Oak Library	\$30,000

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

<u>T/C</u>	<u>Index Number</u>	<u>Expenditure Subobject Number</u>	<u>PRJ/UCD</u>	<u>Account Name</u>	<u>Amount</u>
021	611138	9827		Live Oak Library	\$30,000



DEPARTMENT HEAD: I hereby certify that the fiscal provisions have been researched and that the Revenue(s) (have been) (will be) received within the current fiscal year.

By   
Department Head

Date 3/5/02

\*\*\*\*\*

COUNTY ADMINISTRATIVE OFFICER

\_\_\_\_\_ 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 \_\_\_\_\_, 20\_\_ 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:

Crayer 03/06/02  
Auditor-Controller

Distribution:

Auditor-Controller  
County Counsel  
County Administrative Officer  
Redevelopment

To: **Board of Supervisors**  
**County Administrative Office**  
**Auditor Controller**

BY: [Signature] (Signature) 3/5/02 (Date)  
Signature certifies that appropriations/revenues are available

Revenue Agreement ☐

Remarks:

CO	\$				
Document No.	JE Amount	Lines	H/TL	Keyed By	Date
C110	\$			/	
Auditor Description	Amount	Index	Sub object	User Code	