



County Of Santa Cruz

GENERAL SERVICES DEPARTMENT

701 OCEAN STREET, SUITE 330, SANTA CRUZ, CA 950604073

(831) 454-2210 FAX: (831) 454-2710 TDD: (831) 454-2123

BOB WATSON, DIRECTOR

June 7, 2002

AGENDA: June 18, 2002

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

HEALTH AND HUMAN SERVICES BUILDING REPAIR AND REMEDIATION PROJECT

Members of the Board:

On a separate agenda item today, your Board will be receiving bids for the repair and remediation of the Health and Human Services Building at 1400 Emeline Avenue. As your Board is aware, this is a complex project involving not only the construction repair of the building but also the remediation of damage caused by water intrusion and mold growth. In order to proceed with this project, several actions as discussed in the balance of this letter are necessary.

The County has been utilizing the services of many expert consultants and firms throughout the process of investigating the construction problems and conditions at the facility. In order to proceed with the repair and remediation of the 1400 Emeline building, the General Services Department and the Office of the County Counsel are recommending that the services of three firms be retained to assist the County in successfully completing this project.

This project will utilize multiple prime contractors and will be managed by a Construction Manager under contract to the County acting as the County's agent. The General Services Department and the Office of the County Counsel are recommending that the firm of Trepte Construction Company Inc. be hired as the Construction Manager for this project and that your Board approve and ratify the attached services agreement. Trepte Construction has extensive experience on construction projects characterized by water intrusion problems. The firm has been providing expert consultant services to the County throughout the litigation phase of this project, managed the destructive testing phase of this project on behalf of the County, and has developed an intimate knowledge of the facility that will be instrumental in its successful repair and remediation.

The firm of Simpson, Gumpertz and Heger (SGH) Inc., Consulting Engineers, has provided expert building envelope investigation services to the County. The General Services Department and the Office of the County Counsel are recommending that your Board approve and ratify the attached contract for engineering design and construction phase services from SGH.

The firm of Air Quality Sciences (AQS), Inc. has been providing expert environmental consulting services to the County on this project. AQS has been providing expert litigation services in the area of mold contamination and air quality, has prepared the protocols for cleaning the materials and equipment at 1400 Emeline for the relocation of H.R.A. and H.S.A. personnel that took place last fall, and has prepared the remediation protocols that are part of the technical specifications for the construction repair phase of this project. The General Services Department and the Office of the County Counsel are

Health and Human Services Building**June 18, 2002****Page 2**

recommending that your Board approve the attached agreement with AQS for environmental monitoring and microbial laboratory services during the construction phase of this project.

Additionally, in order to complete the necessary financing for this construction and repair project, it is necessary to accept and appropriate unanticipated revenue from the 2001 Series B Lease Revenue Bonds (CERTS) in the amount of \$6,588,070 as detailed on the attached AUD60. The remaining CERTS funds available to this project have been budgeted in the Human Resources Agency and Health Services Agency FY 2002-03 Proposed Budget.

As a related matter, we are recommending that your Board approve the extension of the current lease agreements for the Harvey West offices occupied by the Health Services Agency. These extensions are at the same rate as the current leases and would extend the agreements through March 31, 2003. The lease agreements for the Human Resources Agency already provide for this timeframe and therefore no extension is required.

It is therefore RECOMMENDED that your Board take the following actions:

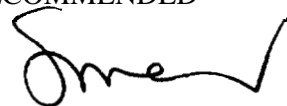
1. Approve and ratify the attached agreement with Trepte Construction Company Inc. for construction management services in an amount not to exceed \$485,447;
2. Approve and ratify the attached agreement with Simpson, Gumpertz and Heger Inc. for engineering services in an amount not to exceed \$250,000;
3. Approve the attached agreement with Air Quality Sciences for environmental consulting services in an amount not to exceed \$424,445;
4. Adopt the attached Resolution accepting and appropriating unanticipated revenue in the amount of \$6,588,070 into the Capital Projects, Human Resources Agency and Health Services Agency budgets as detailed on the attached AUD60; and
5. Approve the attached extension of the current lease agreements for the Harvey West offices occupied by the Health Services Agency at the current rate through March 31, 2003.

Very truly yours,



BOB WATSON
Director

RECOMMENDED



SUSAN A. MAURIELLO
County Administrative Officer

cc: Auditor-Controller
General Services Department
County Counsel
Trepte Construction Company
Simpson, Gumpertz and Heger Inc
Air Quality Sciences

McGregor & Garrie, L.L.P.
Human Resources Agency
Health Services Agency
DPW – Real Property

COUNTY OF SANTA CRUZ
REQUEST FOR APPROVAL OF AGREEMENT

0115

TO: Board of Supervisors
County Administrative Office
Auditor Controller

FROM: General Services (Department)
BY: BdW (Signature) 6-7-02 (Date)
Signature certifies that appropriations/revenues are available

AGREEMENT TYPE (Check One)

Expenditure Agreement ☐

Revenue Agreement ☐

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

1. Said agreement is between the County of Santa Cruz General Services (Department/Agency)
and Trepte Construction Co., 8195 Ronson Rd., Ste E, San Diego, CA 92111 (Name/Address)
2. The agreement will provide construction management services in connection with the Building
Envelope Repairs - Health & Human Services Building #01C1-020.
3. Period of the agreement is from January 1, 2002 to project completion
4. Anticipated Cost is \$ 485,447 ☐ Fixed ☐ Monthly Rate ☐ Annual Rate ☒ Not to Exceed

Remarks:

5. Detail: ☐ On Continuing Agreements List for FY . Page CC- Contract No: OR ☒ 1st Time Agreement
☐ Section II No Board letter required, will be listed under Item 8
☒ Section III Board letter required
☐ Section IV Revenue Agreement

6. Appropriations/Revenues are available and are budgeted in 191023/Q44008 (Index) 6610 (Sub object)

NOTE: IF APPROPRIATIONS ARE INSUFFICIENT, ATTACHED COMPLETED AUD-74 OR AUD-60

Appropriations are available and have been encumbered.
are not will be

Contract No: C012806

By: F. J. Vaughn
Auditor-Controller Deputy

Date: 6-11-02

Proposal and accounting detail reviewed and approved. It is recommended that the Board of Supervisors approve the agreement and authorize

Gen. Sec. Sec. (Dept/Agency Head) to execute on behalf of the County

(Department/Agency)

Date: 6/12/02

By: [Signature]
County Administrative Office

Distribution:

Board of Supervisors - White
Auditor Controller - Canary
Auditor-Controller - Pink
Department - Gold

State of California
County of Santa Cruz

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 ap-
proved by said Board of Supervisors as recommended by the County Administrative Office by an
order duly entered in the minutes of said Board on 20

ADM - 29 (8/01)
Title Section 300 Proc Man

By: Deputy Clerk

AUDITOR-CONTROLLER USE ONLY

CO <u> </u>	\$ <u> </u>					
Document No.	JE Amount	Lines	H/TL	Keyed By	Date	
TC110	\$ <u> </u>					
Auditor Description	Amount	Index	Sub object	User Code		

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STANDARD FORM AGREEMENT BETWEEN
COUNTY OF SANTA CRUZ
AND CONSTRUCTION MANAGER

This agreement is made on this 1st day of January, 2002, by and between County of Santa Cruz, a public entity, (hereinafter called "County") and Trepte Construction Company Inc. (hereinafter called "Construction Manager"), a general building contractor duly licensed under the laws of the State of California.

Whereas, County desires to construct a public work of improvement as more fully described herein, utilizing multiple prime contracts to construct a complete Project;

Whereas, the County lacks that staff and employees possessing the special training, skill and expertise necessary to manage and coordinate the construction of a public work of improvement such as that contemplated in this Agreement;

Whereas, the County desires to engage a professional with the special training, skill and expertise to manage and coordinate the construction of the public work of improvement contemplated by this Agreement;

Whereas, the County desires to engage a professional who will act at all times with the County's best interest in mind and who will respect the trust and confidence placed in that professional by the County;

Whereas, Construction Manager has represented to County that it has the special training, skill and expertise necessary to manage and coordinate the construction of the public work of improvement contemplated herein, and will at all times act with the County's best interest in mind;

Now, therefore, County and Construction Manager agree as follows:

DEFINITIONS

1. As used in this agreement, the following shall have the following meanings:

a. "Architect/Engineer" means Simpson, Gumpertz and Heger Inc. County may replace Architect/Engineer at any time with another Architect/Engineer or other person or entity.

b. "Bid Package" means the Owner-Contractor Contract, including all of its terms and conditions, for each portion of the work as the work has been divided between the respective contractors by Construction Manager. It is contemplated that the Project will be constructed by the use of multiple prime contractors.

c. "Construction Manager" means Trepte Construction Company Inc.

d. "Contract Time" is the amount of time in calendar days that each Bid Package allows for completion of all work required in the Bid Package.

e. "County" means the County of Santa Cruz.

f. "Director" means the Director of General Services, or his/her designee.

g. "Owner-Contractor Contract" means the construction contract, including all of its terms and conditions, between the County of Santa Cruz and any contractor, awarded for the construction of any portion of the work of improvements required to complete the Project.

h. "Project" means the work of improvement commonly known as Building Envelope Repairs Health and Human Services Building.

i. "Project Time" is the number of calendar days from the date of the first Notice to Proceed issued by County for any Owner-Contractor Contract, to completion of the Project including all Owner-Contractor Contracts. The Project Time is 243 calendar days.

ALL PHASES

2. At all times during Construction Manager's performance of services hereunder:

a. It is understood and agreed that this is not a construction contract but a contract for Construction Manager's services only, relying upon Construction Manager's special skill, training and expertise. Construction Manager shall not personally construct or subcontract any portion of the Project.

b. Construction Manager shall not have control over the means and methods used by the individual construction contractors, and shall not attempt to exercise control over the means and methods of individual construction contractors.

c. Construction Manager shall make written recommendations to County regarding the retention and selection of specialized consultants as may be necessary or advisable, including but not limited to, testing laboratories, and shall:

1. Develop the scope of services to be furnished by each specialized consultant and any additional specialized consultants that Construction Manager may recommend that County directly retain and employ, provided that County accepts such recommendations.

2. Develop a request for proposals for the scope of services required of the specialized consultants and seek proposals from qualified experts in the areas of expertise required of each specialized consultant.

3. Promptly review the proposals received from the specialized consultants responding to the request for proposals and make written recommendations to County advising County as to suitability and completeness of the specialized consultants' proposals and agreements.

d. Construction Manager shall perform all services required of Construction Manager, as specified in each Owner-Contractor Contract.

e. Construction Manager shall provide written periodic cost reports as County may request. Periodic cost reports may include budget, current construction cost estimate, original and adjusted contract amounts for each Owner-Contractor Contract, approved or anticipated changes, and variances between actual and forecast or budgeted costs. Construction Manager shall promptly inform County in writing if it appears projected construction costs may exceed County's budget. If requested by County, identify causes of budget overruns and make recommendations for mitigating or eliminating budget overruns.

f. Construction Manager has represented that GEORGE HARMON shall be the assigned project manager for Construction Manager in responsible charge for the Project, who shall, so long as his/her performance continues to be acceptable to the County, remain in responsible charge of the services for the Project until all of Construction Manager's obligations required by this Agreement are fully and completely satisfied.

g. Construction Manager shall abide by and comply with all laws, rules, regulations and authorities who may have jurisdiction over the Project.

h. Construction Manager shall conduct itself in all regards as it pertains to this project and Agreement, to the highest standard of duty towards County, to ensure at all times that the County's interests are fully protected.

i. Construction Manager shall remove from the Project and no longer employ on the Project, any of Construction Manager's employees, consultants, subconsultants or employees of consultants or subconsultants determined by County to be unacceptable.

PRECONSTRUCTION PHASE

3. During the preconstruction phase, the Construction Manager shall:

a. Thoroughly review the plans and specifications for the Project that have been prepared by Architect/Engineer, and advise County in writing regarding errors, omissions or design defects discovered.

b. Thoroughly review the plans and specifications for the Project that have been prepared by Architect/Engineer, and advise County in writing regarding value engineering suggestions and other recommendations to reduce the cost of construction or enhance the value, usability or functionality of the Project.

c. Based upon the plans and specifications prepared by Architect/Engineer, make recommendations to the County regarding the number of different prime contracts to be bid by the County.

d. Based upon the number of different prime contracts approved by County to be bid prepare each bid package, utilizing County provided bid forms and general conditions.

e. Prepare each bid package to ensure that all work required of the respective bidder is completely and unambiguously described in that bid package.

f. Divide and coordinate the work required to complete the Project, between the separate bid packages:

1. **So** that all work required to complete the Project is accounted for in one or more of the separate bid packages;

2. **So** that the work can be efficiently managed and coordinated by Construction Manager and constructed at the lowest possible cost to County;

3. **So** that the Project can be timely constructed without unreasonable delays and within the Project Time;

4. To ensure that County is protected from claims for errors, omissions or other claims arising from the division, management or coordination of the work as set forth in the separate bid packages.

g. Set forth where required in County's bid forms, the Contract Time for each Owner-Contractor Contract that will, taking all other relevant factors into consideration, result in a complete Project within the time Project Time.

h. Advise County regarding minimum qualifications for bidders for each bid package, taking into consideration County's desire to obtain the highest quality of work, for the most competitive price, within the Project Time.

i. Develop and include in the bidding documents, a Master Schedule for the Project.

1. The Master Schedule shall be in a critical path method (CPM) format, showing all activities that would normally be included in a CPM schedule for a work of improvement similar to the Project.

2. The Master Schedule shall show all activities necessary to complete the Project within the Project Time.

3. The Master Schedule shall reflect, for each multiple prime contractor, the Contract Time set forth in the respective Owner-Contractor Contract.

4. The Master Schedule shall contemplate the likelihood of delays and include sufficient float to ensure completion of the Project within the Project Time.

BIDDING PHASE

4. During the bidding phase, the Construction Manager shall:

a. Assist County is developing bidders' interest in the Project to maximize bids from qualified individuals and firms.

b. Assist County in developing and establishing bidding schedules.

c. Assist County in issuing bidding documents to bidders.

d. Conduct pre-bid conferences to familiarize bidders with the bidding documents and Project, and any special systems, materials or methods, and with Project procedures.

e. Assist County and Architect/Engineer with receipt of questions from bidders, review, and issuance of addenda, and in providing consistency for the responses to questions for bidders.

f. Assist County with review of bids for responsiveness.

g. Assist County with review and investigation of contractors' qualifications and satisfaction of qualification requirements.

h. Assist County with the preparation of Owner-Contractor Contracts.

i. Receive from successful contractors, all documentation required by the Owner-Contractor Contracts, review the documentation for completeness and strict compliance with the Owner-Contractor Contracts, and forward them to County with written reports of compliance or noncompliance with the Owner-Contractor Contracts.

j. Schedule and conduct pre-construction meetings, prepare and distribute minutes.

CONSTRUCTION PHASE

5. During the construction phase, the Construction Manager shall:

a. Manage, coordinate and administrate the Owner-Contractor Contracts on behalf of County as set forth herein and the Owner-Contractor Contracts.

b. Schedule and conduct periodic meetings for all contractors, no less often than one each week to resolve such matters as progress, quality, scheduling, conflicts, disputes and the like, prepare and distribute minutes.

c. Schedule and conduct periodic meetings with County, no less often than one each week to discuss such matters as progress, quality, scheduling, conflicts, disputes and the like, prepare and distribute minutes.

d. Monitor contractors' compliance with the Owner-Contractor Contracts and promptly report to County in writing, all deviations or non-compliance by contractors.

e. Furnish County with periodic (no less often than once a week) updates to the Master Schedule for the Project.

f. Promptly review contractors' as-planned and as-built progress schedules for compliance with the Owner-Contractor Contract and reject those that do not strictly comply.

g. Monitor contractors' progress as measured by contractors' own as-planned progress schedules and the Master Schedule. Promptly inform contractor and County in writing if any contractor is not in conformity with either schedule.

h. Completely and accurately document all contractor caused delays for potential assessment of delay damages by County.

i. Promptly inform contractors of contractor's deviations or non-conformance with Owner-Contractor Contract. If contractor does not promptly remedy or correct the deviation or non-conformance, inform County in writing of contractor's deviations or non-conformance and failure to remedy or correct.

j. If requested by County, make written recommendations to County when the contractors are not fulfilling their obligations under the Owner-Contractor Contracts. The written recommendations shall be consistent with the contractor's obligations as set forth in the Owner-Contractor Contract.

k. Advise County in writing of proposed changes or conditions which may result in changes.

l. Review requests for changes from contractors and make written recommendations to County regarding the requested changes.

m. If requested by County, prepare change orders, circulate and obtain required signatures.

n. Maintain a change order log for County.

o. Maintain a Request for Information (RFI) log for County.

p. Promptly review all contractor requests for payment, including but not limited to, change order requests, progress pay requests, change order proposals and claims, for strict compliance with the Owner-Contractor Contract, and if requested by County, furnish County with a written report stating each area of non-compliance with the Owner-Contractor Contract, and making recommendations to County consistent with the Owner-Contractor Contract.

q. Promptly review contractor's applications for payment for compliance with the Owner-Contractor Contract. If the contractor's applications for payment do not strictly comply with the Owner-Contractor Contract, return the application to contractor with written reasons why the application is being returned. If the contractor's application for payment strictly complies with the Owner-Contractor Contract, schedule and conduct a meeting with County to review contractor's application for payment. Make recommendations consistent with Owner-Contractor Contract, to County regarding payments to contractors. Prepare such documentation as may be required by County to make payment to contractors.

r. Monitor work of the contractors to determine that the work is being performed in strict accordance with the requirements of the Owner-Contractor Contracts, accepted industry standards, and applicable law, rule or ordinances, and to protect County from defects and deficiencies in the Project. When work does not conform with the preceding, Construction Manager shall promptly inform the contractor in writing of the deficient work and demand that the contractor bring the work into strict compliance.

s. Promptly transmit all requests for information or similar inquiries from contractors pertaining to interpretations of drawings or specifications, to Architect/Engineer for response. Promptly transmit all responses from Architect/Engineer to all effected contractors.

t. Promptly transmit all shop drawings, product data, samples and other submittals to Architect/Engineer for his/her review. After review by the Architect/Engineer, promptly return all such items to contractor along with Architect/Engineer's comments, if any. Maintain submittal and shop drawing logs.

u. Prepare daily reports of the progress at the Project, recording at minimum; a record of the weather, contractors present and the number of workers for each, work accomplished, equipment on-site, delays by contractors, and other relevant data that is likely to help protect County from claims or other liability.

v. Review the periodic reports made by County's Project inspector (if any) and advise County in writing of issues arising from inspector's observations and reports.

w. Maintain at the Project site, a current copy of all approved documents, drawings, specifications, addenda, Owner-Contractor Contracts, change orders, shop drawings, product data, samples, submittals, applicable handbooks, operations and maintenance manuals and instructions. Upon completion of the Project, deliver all to County.

x. Maintain at the Project site, principal building layout lines, elevations of bottom of footings, floor levels, and key site elevations provided by contractors. Upon completion of the Project, deliver all to County.

y. Observe all contractors' check-outs of utilities, operational systems and equipment, and start-up and testing to ensure strict compliance with the Owner-Contractor Contracts. Inform County in writing of defects or deficiencies.

z. Assist the County and Architect/Engineer in the identification of incomplete or unsatisfactory items ("punch list"). Coordinate contractors' completion of punch list work. Review completed punch list work with County and Architect/Engineer.

aa. Obtain from contractors and provide to County, required guarantees, affidavits, lien releases, bonds, and other documents or items to be submitted by contractors prior to final payment. Coordinate deliver of all keys, manuals, record drawings, and maintenance stock to County.

bb. Inform County in writing when each contractor has completed in all respects, its requirements under the Owner-Contractor Contract so that County may prepare, sign and record a notice of completion. Construction Manager's written notice shall be within two (2) business days after contractor's actual completion.

PAYMENTS AND RECORDS

6. The County shall compensate the Construction Manager as follows:

a. Lump sum fee of \$151,825

b. Pre-construction Phase:

Preconstruction phase services estimated to be \$76,662:

\$135.00/hr. for estimator/project manager

\$ 40.00/hr. for support staff not at main office

Pre-construction phase reimbursable expenses shall be reasonable as determined by the County and billed at cost without markup.

c. Construction Phase:

Construction Phase Office expenses – estimated to be \$8,920

Office expenses to include office supplies, documents/photographs, fax, copier and telephone.

Construction Phase Travel/subsistence – estimated to be \$36,000

Construction Phase Staffing – estimated to be \$212,040 based on the following schedule:

\$135.00/hr. for project manager

\$ 85.00/hr. for project superintendent.

\$ 50.00/hr. for project administrative assistant

d. Summary:

Lump Sum Fee -	\$151,825
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Pre-Construction Phase-	\$ 76,662
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Construction Phase -	<u>\$256,960</u>
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Total Not to Exceed -	485,447
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7. Payments under this Agreement shall be as follows:

a. Lump sum fee shall be paid in eight equal monthly payments upon presentation of invoice in a manner acceptable by the County.

b. Direct Expenses shall be paid monthly upon presentation of invoice in a manner acceptable by the County.

8. Records of the Construction Manager and its consultants' direct personnel expenses for extra services and reimbursable expenses pertaining to the Project shall be kept on a generally recognized accounting

basis and shall be presented to the County or its authorized representative with the invoice for the additional expenses or services.

9. County may, at its sole option exercisable at any time, notify Construction Manager in writing that all future services of Construction Manager and/or Construction Manager's statements from Construction Manager or Construction Manager's consultants and subconsultants for fees or services rendered based upon an hourly rate of compensation (rather than an agreed upon lump sum), Construction Manager shall present a detailed itemized accounting for all hours incurred. As used herein, a detailed itemized accounting means, for each person furnishing such services rendered on a hourly rate of compensation, contemporaneously maintained records containing a specific description of the service performed such that the necessity and purpose of the service can be readily ascertained, the date that the service was performed, the hours (including fractions thereof) that each service required to be performed, and the hourly rate for services for each person. (By way of illustration only: 3/17/97, John Smith, Prepare Charge Order 004 as requested by County representative Jane Doe, 0.4 hours at \$60.00 hour, TOTAL DUE \$24.00

INDEMNITY AND INSURANCE

10. Throughout the performance of all services rendered under this Agreement, Construction Manager and each of its subconsultants, shall maintain in full force and effect, errors and omissions insurance covering the services furnished by Construction Manager and each of its subconsultants pursuant to this Agreement, providing for coverage on a single incident basis for a minimum of One Million Dollars (\$1,000,000.00). The insurance policy shall not contain a provision providing for any deductible greater than a total of Fifty-thousand Dollars (\$50,000). A copy of the policies and all riders with respect thereto shall be furnished to the County upon request. If any of the required insurance is in a claims made form, said insurance shall be carried and continued by Construction Manager and each of its subconsultants for a period of three (3) years from the date the Notice of Completion is recorded for the Project.

11. Unless otherwise set forth herein, Construction Manager and each of its subconsultants shall carry and maintain during the life of this Agreement and Construction Manager and each of its subconsultant's obligations required by this Agreement, public liability, property damage and contractual liability insurance in an amount not less than One Million Dollars (\$1,000,000.00), and such Workers' Compensation insurance as required by law. Proof of all required insurance coverage shall be attached hereto prior to commencement of work under the Agreement. Upon request by County, Construction Manager and each of its subconsultants will immediately furnish copies of the required insurance policies.

12. As a part of the signing of the Contract, the Construction Manager and each of its subconsultants shall furnish a Certificate of Insurance substantiating the fact that it has taken out the insurance set forth above for the period covered by the Agreement with an insurance carrier acceptable to the County and under terms satisfactory to the County. Insurance industry's standard Accord Certificate of Insurance or binding forms shall bear an endorsement precluding the cancellation or reduction of coverage of any policy covered by such Certificate or binder before the expiration of thirty (30) days after the County shall have received notification of such cancellation, suspension, reduction, or voided coverage.

13. All insurance policies shall by endorsement include County of Santa Cruz, its officers, employees, and agents, and each of them, as additional insureds to protect, as well as to provide the defense of, from all suits, actions, damages, liability, or claims of every type and description to which they may be subjected or put by reason of, or resulting from, the Construction Manager's performance of the Agreement. Construction Manager and each of its subconsultant's insurance shall apply as primary insurance, and any other insurance carried by the additional insureds identified above shall apply as excess and will not contribute with this insurance.

14. Each insurance policy shall include the following provisions: (1) The standard severability of interest clause in the policy and when applicable the cross liability insurance coverage provision which specifies

that the inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, and the coverages afforded shall apply as though separate policies had been issued to each insured; (2) It acts as primary insurance, and that no insurance held or owned by the County shall be called upon to cover, either in full or in part, any loss covered under the policy acquired by Construction Manager; and (3) The stated limits of liability coverage for Commercial/Comprehensive General Liability, and Business Automobile Liability, assumes that the standard "supplementary payments" clause will pay in addition to the applicable limits of liability and that these supplementary payments "are not included as part of the insurance policies limits of liability." If any of the policies indicate that defense costs are included in the general aggregate limit, then the required general aggregate limits shall be a minimum of \$1,000,000.00 or more at the County's discretion.

15. If the Construction Manager or any of its subconsultants fails to maintain such insurance, the County may take out insurance to cover damages of the herein mentioned classes for which the County might be held liable on account of the Construction Manager or any of its subconsultants failing to pay such damages and deduct and retain the amount of the premium for such insurance from any sums due the Construction Manager under the Agreement. Failure of the County to obtain such insurance shall in no way relieve the Construction Manager from any of its responsibilities under the Agreement. If the funds due the Construction Manager are not sufficient to reimburse County for the amount of the premium for such insurance, Construction Manager agrees to pay County the difference.

16. Construction Manager shall defend, indemnify, and save harmless County (including its officers, agents, employees and agents), and each of them, of and from any and all claims, demands, suits, causes of actions, damages, costs, expenses, attorneys' fees, losses, or liability, in law or in equity, of every kind and nature whatsoever arising out of, or in connection with, Construction Manager's work to be performed under this Contract, including, but not limited to:

a. Personal Injury (including, but not limited to, bodily injury emotional injury or distress, sickness, or disease) or death to persons, including, but not limited to, any employees or agents of Contractor, County, Construction Manager, or any subcontractor, or damage to property of anyone including the work itself (including loss of use thereof), caused or alleged to be caused in whole or in part by any negligent act or omission of County, or Construction Manager, or anyone directly employed by them, or anyone for whose acts they may be liable;

b. Penalties threatened, sought, or imposed on account of the violation of any law, order, citation, rule, regulation, standard, ordinance, or statute, caused by the action or inaction of Construction Manager.

c. Construction Manager's failure to fulfill any of the covenants set forth in this Agreement;

d. Failure of Construction Manager to comply with the provisions of this Agreement relating to insurance; and,

e. Any violation or infraction by Construction Manager of any law, order, citation, rule, regulation, standard, ordinance, or statute in any way relating to the occupational, health, or safety of employees.

17. The indemnities set forth in this section shall not be limited by the insurance requirements set forth in this Agreement.

18. Construction Manager's indemnification of County will not include indemnification for claims which arise as a result of the active negligence of County, or the sole negligence or willful misconduct of County, its agents, servants or independent contractors who are directly responsible to County, or for defects in design furnished by such persons.

COUNTY'S OBLIGATIONS

19. The County will:

- a. Enter into such agreements with specialized consultants as Construction Manager may recommend and advise, and that they are acceptable to County.
- b. Provide construction inspectors as the County may deem advisable.
- c. Furnish such legal advice and services as may be required in the opinion of County to protect the County's interest in the Project.
- d. Notify the Construction Manager of deficiencies in material or workmanship that become known to County.
- e. Nothing in this Agreement nor any act or failure to act on the part of the County shall be construed as a waiver of a claim by County for any act or omission of Construction Manager.
- f. County shall pay normal and necessary permit fees.

OWNERSHIP AND RE-USE OF DOCUMENTS

20. The Construction Manager's reports, plans, specifications, field data, field notes, laboratory test data, calculations, estimates, and other similar documents are instruments of professional service, not products and become the property of the County.

TERMINATION OF AGREEMENT

21. County reserves and has the right and privilege of canceling, suspending or abandoning and execution of all or any work in conjunction with this Agreement at any time upon written notice to the Construction Manager.

22. In the event of termination, County shall pay to Construction Manager as full payment for all services performed and all expenses incurred under the Agreement the sums as shall have become payable because of the progress in work, plus a prorated portion of the next and uncompleted step, if any, as the services actually rendered hereunder by Construction Manager bear to the total services necessary for the full performance of the next succeeding step. In ascertaining the services actually rendered hereunder up to the date of termination of this Agreement, consideration shall be given to both completed work and work in progress.

MISCELLANEOUS PROVISIONS

23. This agreement shall be binding upon the County and Construction Manager and their respective successors and assigns.

24. County may take possession of, at any time and place in service, any portion or all of the site of the work, at County's sole option, whether such portion of the work of improvement is complete or not.

25. Neither the performance of this Agreement, nor any part thereof, nor any monies due or to become due hereunder may be assigned by Construction Manager without the prior written consent and approval

of the County. Any assignment by Construction Manager without prior written consent of County, will be void.

26. Any notice may be served effectively upon the County by delivering it in writing, or by depositing it in the United States Mail with postage thereon fully prepaid and addressed to County at the address set forth for the County on the signature page of this Agreement and in the case of the Construction Manager, may be served effectively upon Construction Manager by delivering it in writing, or by depositing it in the United States Mail with postage thereon fully prepaid and addressed to the Construction Manager at the address set forth on the signature page of this Agreement, or any other place or places County or Construction Manager, by written notice served upon the other, from time to time may designate.

27. In connection with the performance of Construction Manager pursuant to this Agreement, Construction Manager will not willfully discriminate against any employee or applicant for employment because of race, color, religion, ancestry, sex, sexual orientation, marital status, pregnancy, medical condition (cancer related), age (over 18), physical handicap, national origin, veteran's status or any other non-merit factor unrelated to job duties. Construction Manager will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, ancestry, sex, sexual orientation, marital status, pregnancy, medical condition (cancer related), age (over 18), physical handicap, national origin, veteran's status or any other non-merit factor unrelated to job duties. Such action shall include, but not be limited to, the following: employment upgrading, demotion or transfer; recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

28. Construction Manager shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of the Agreement by Construction Manager, and County may withhold any payments to Construction Manager for the purpose of set-off until such time as the exact amount of damages due County from Construction Manager is determined. The waiver by County of any breach of this Agreement shall not constitute a waiver as to any succeeding breach.

29. If any claim or dispute arises between the parties, the claim or dispute shall first be submitted to mediation utilizing the services of a neutral mediator. If the parties cannot agree upon the selection of a neutral mediator, the matter shall be submitted to Judicial Arbitration and Mediation Services for the selection of a neutral mediator. The parties shall share equally the costs associated with the mediation.

30. If any claim or dispute between the parties arising from this Agreement or their obligations herein proceeds to litigation, the prevailing party in such litigation shall be entitled, in addition to all other damages, its attorneys' fees and costs reasonably incurred in the prosecution or defense of such action, including but not limited to fees and costs associated with the employment and services of expert witnesses. However, if the prevailing party in such litigation has failed or refused to first submit the claim or dispute to mediation as set forth in the preceding paragraph, then that party shall not be entitled to recover its attorneys' fees or costs reasonably incurred in the prosecution or defense of such action.

31. This agreement shall be governed by the laws of the State of California.

32. If any one or more of the provisions contained in this Agreement should be invalid, illegal, or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby, and shall remain in full force and affect.

33. This agreement constitutes the full and complete understanding of the parties, and supersedes any previous agreements or understandings, oral or written, with respect to the subject matter hereof, excepting that, to the extent Construction Manager or its representatives have made representations to County prior to the execution of this Agreement, and County has relied upon those representations, Construction Manager's representations are incorporated herein as though set forth in full.

34. This agreement may only be modified by a written instrument signed by both parties.

35. Venue for any dispute under this Agreement shall be Santa Cruz, California.

36. This Agreement is not intended for the benefit of any person other than those expressly provided for herein.

37. Time is of the essence to Construction Manager's performance of its obligations set forth in this Agreement.

38. Whenever the context so requires, the use of the singular shall be deemed to include the plural and vice versa. Each gender shall be deemed to include any other gender, and each shall include corporation, partnership, trust, or other legal entity whenever the context so requires. The captions and heading of the various sections of this Agreement are intended only for convenience and in no way define, limit, or prescribe the scope or intend of the Agreement or any section thereof.

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

1. CONSTRUCTIONMANAGER

3. COUNTY OF SANTA CRUZ

By: _____
SIGNED

By: _____
SIGNED

PRMTE

PRINTED

Company Name: _____

Address: _____

Telephone: _____

Fax: _____

Email: _____

2. APPROVED AS TO INSURANCE:

4. APPROVED AS TO FORM:

Risk Management

County Counsel

DISTRIBUTION:

- General Services Department
- Auditor-Controller
- Risk Management
- Trepte Construction Company Inc.

COUNTY OF SANTA CRUZ

REQUEST FOR APPROVAL OF AGREEMENT

TO: Board of Supervisors
County Administrative Office
Auditor Controller

FROM: General Services (Department)
BY: [Signature] (Signature) 6-7-02 (Date)
Signature certifies that appropriations/revenues are available

AGREEMENT TYPE (Check One)

Expenditure Agreement ☒

Revenue Agreement ☐

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

- Said agreement is between the County of Santa Cruz General Services (Department/Agency)
and Simpson Gumpertz & Heger, Inc., 297 Broadway, Arlington, MA 02474-5310 (Name/Address)
- The agreement will provide engineering services in connection with the Building Envelope Repairs - Health & Human Services Building Project #01C1-020.
- Period of the agreement is from November 1, 2001 to project completion
- Anticipated Cost is \$250,000 ☐ Fixed ☐ Monthly Rate ☐ Annual Rate ☒ Not to Exceed

Remarks: _____

5. Detail: ☐ On Continuing Agreements List for FY _____, Page CC-_____, Contract No: _____ OR ☒ 1st Time Agreement
- ☐ Section II No Board letter required, will be listed under Item 8
- ☒ Section III Board letter required
- ☐ Section IV Revenue Agreement

6. Appropriations/Revenues are available and are budgeted in 191023/Q44008 (Index) 6610 (Sub object)

NOTE: IF APPROPRIATIONS ARE INSUFFICIENT, ATTACHED COMPLETED AUD-74 OR AUD-60

Appropriations are available and will be encumbered.

Contract No: CO12805

By: [Signature] Date: 6-11-02
Auditor-Controller Deputy

Proposal and accounting detail reviewed and approved. It is recommended that the Board of Supervisors approve the agreement and authorize Genl Services (Dept/Agency Head) to execute on behalf of the County (Department/Agency)

Date: 6/12/02

By: [Signature]
County Administrative Office

Distribution:

Board of Supervisors - White
Auditor Controller - Canary
Auditor-Controller - Pink
Department - Gold

State of California
County of Santa Cruz

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 Office by an order duly entered in the minutes of said Board on _____ 20__

ADM - 29 (8/01)

Title ☒ Section 300 Proc Man

By: Deputy Clerk

AUDITOR/CONTROLLER USE ONLY

CO	Document No.	J/E Amount	tines	H/TL	Keyed By	Date
14						
TC110	Auditor Description	Amount	Index	Sub object	User Code	

STANDARD FORM AGREEMENT BETWEEN
COUNTY OF SANTA CRUZ
AND ENGINEER

Contract No. _____

This Agreement is made on this 1st day of November, 2001, by and between County of ~~Santa~~ Cruz, a public entity, (hereinafter called "County") and Simpson, Gumpertz & Heger Inc. (hereinafter called "Engineer"), an Engineer duly licensed under the laws of the State of California to practice engineering in the state of California.

Whereas, County desires to construct a public work of improvement as more fully described herein;

Whereas the County lacks the staff and employees possessing the special training, skill and expertise necessary to design and monitor the construction of a public work of improvement such as that contemplated in this Agreement;

Whereas the County desires to engage a professional with the special training, skill and expertise to design and monitor the construction of the public work of improvement contemplated by this Agreement;

Whereas the County desires to engage a professional who will act at all times with the County's best interest in mind and who will respect the trust and confidence placed in that professional by the County;

Whereas Engineer has represented to County that it has the special training, skill and expertise necessary to design and monitor the construction of the public **work** of improvement contemplated herein, and will at all times act with the County's best interest in mind;

Now, therefore, County and Engineer agree as follows:

ARTICLE 1. THE PROJECT

1.1 DESCRIPTION

1.1.1 County does hereby enter into this Agreement with Engineer to perform for the County under the terms and conditions in this Agreement all services incident to the design, engineering, and monitoring of construction of an improvement referred to for purposes of identification as Building Envelope Repairs – Health and Human Services Building and hereinafter referred to as "Project".

1.2 BUDGET

1.2.1 The Project Budget determined by the County is the sum of Two Million, One Hundred Sixty-eight Thousand, Nine Hundred Twenty-five Dollars (\$2,168,925). The Project Budget is the sum that County currently estimates is available to County, or may become available, for payment to building contractors to construct the Project. This sum may be increased or decreased by the County from time to time, without the consent of Engineer.

1.3 SCHEDULE OF SERVICES

1.3.1 Promptly after execution of this Agreement, Engineer shall prepare and submit for review by County a schedule showing the order in which Engineer proposes to carry on his work. The schedule shall apply to the completion of all services agreed to be furnished by Engineer hereunder within the times established by this Agreement. The schedule shall be in the form of a progress chart so as to indicate by percentage the work completed at any time. Engineer shall, as may be requested from time to time, update the progress schedule and deliver a copy to the County.

ARTICLE 2. DEFINITIONS

For the purposes of this Agreement, the following definitions shall apply:

2.1 **ESTIMATED PROJECT CONSTRUCTION COST:** Shall mean the Construction Manager's dated itemized written estimate of the total cost to County to construct and complete Project.

2.2 **MAJOR CATEGORIES OF WORK:** Are those applicable categories of construction work necessary for completion of construction of the entire Project and may include but are not limited to the following construction categories: site preparation, grading and earth work, design and engineering, preparation of plans and specifications, general construction, concrete, framing, roofing, painting, heating, ventilating, air conditioning, plumbing, electrical, interior finishes, landscape, irrigation, and site improvements.

2.3 Reserved.

2.4 **CONSTRUCTION DOCUMENTS:** Shall include but are not limited to, working drawings, specifications, general conditions and supplementary general conditions, information for bidders, bid proposal, addenda and County-Constructioncontractors Agreement developed to set forth in detail all aspects of design, function and construction and will be used for estimating the cost of the Project, securing of bids for the construction of the Project and fully directing a contractor in its construction of the Project.

2.5 **CONTRACT DOCUMENTS:** Shall include the County-ConstructioncontractorsAgreement and all documents designated in the County-Construction contractors Agreement as part of the construction contract, including but not limited to, working drawings, specifications, addenda, general conditionsand supplementary general conditions of the contract.

ARTICLE 3. BASIC SERVICES OF ENGINEER

3.1 **GENERAL SERVICES**

Engineer shall:

3.1.1 Consult to the extent required by County with the County's design representatives relative to the design and construction of the Project.

3.1.2 Cooperate with other professionals employed by the County for the design of other work related to the Project (if any).

3.1.3 Advise County as to the necessity and manner of providing or obtaining services related to the site, such as property boundary, right-of-way, topographic, hydrographic, and utility surveys, soil mechanics and subsoil data.

3.1.3.1 Except as expressly provided for in this Agreement, it is the County's understanding that Engineer will, as part of its fee, retain and employ all such consultants Engineer deems necessary for the Engineer to complete its responsibilities set forth in this Agreement.

3.1.3.2 As part of the negotiation of this Agreement, being thoroughly familiar with the scope of work contemplated by this Agreement and all conditions that may be encountered in the design and construction of the Project, Engineer has recommended and advised County that County should directly and separately retain and employ the following specialized consultants at the County's sole cost and expense: Environmental/Mold Remediation Consultant To the extent that Engineer determines subsequent to the entering of this Agreement that certain specialized consultants should be retained by County at County's expense, then Engineer will immediately inform County in writing of such determination, and furnish County with written facts supporting such recommendation.

3.1.3.3 Reserved.

3.1.3.4 Reserved.

3.1.3.5 Reserved.

3.1.3.6 Be responsible for coordinating its work with the work of all specialized consultants furnishing services related to the Project.

3.1.4 Promptly review all data furnished to Engineer by County or others, including but not limited to, specialized consultants, including but not limited to, site surveys, subsoil data, chemical, mechanical and other data, logs of borings, etc. and immediately advise County in writing whether such data is sufficient for purposes of design and construction, or whether additional data is necessary.

3.1.5 Contract with or employ at Engineer's expense, consultants to the extent Engineer deems necessary for Engineer to fulfill its obligations set forth in this Agreement, including but not limited to, mechanical, electrical and structural engineers licensed as such by the State of California and other consultants necessary for development of the Project. If Engineer has not already made representations to County as to Engineer's intended consultants and subconsultants, Engineer shall submit for acceptance by County, consultants for each professional element of service of the Project. Nothing in this Agreement shall create any contractual relation between County and any consultant(s) employed by Engineer under the terms of this Agreement.

3.1.6 Engineer has represented that STEPHEN RUGGIERO shall be the Engineer in responsible charge for the Project, who shall, so long as his/her performance continues to be acceptable to the County, remain in responsible charge of the Engineering services for the Project from the beginning of Schematic Design Phase until all of Engineer's obligations required by this Agreement are fully and completely satisfied.

3.1.7 Abide by and comply with all laws, rules, regulations and authorities who may have jurisdiction over the Project.

3.1.8 Advise the County of deficiencies in construction of the Project which have developed following the acceptance of work and prior to expiration of the guarantee period of the Project, and suggest satisfactory methods for correction of such deficiencies.

3.1.9 Reserved.

3.1.10 Shall remove from the Project and no longer employ on the Project, any of Engineer's employees, consultants, subconsultants or employees of consultants or subconsultants determined by County to be unacceptable.

3.2 DESIGN DEVELOPMENT SERVICES

The Design Development Services shall consist of the following phases:

3.2.1 SCHEMATIC DESIGN PHASE

3.2.1.1 Upon authorization by County to proceed with Schematic Design Phase, Engineer shall:

3.2.1.2 In consultation with the County's design representatives, develop the initial program, budget and other requirements of the Project.

3.2.1.3 Reserved.

3.2.1.4 Reserved.

3.2.1.5 Reserved.

3.2.1.6 Reserved.

3.2.2 PRELIMINARY DESIGN PHASE

Upon authorization by County to proceed with Preliminary Design Phase, Engineer shall:

3.2.2.1 Reserved.

3.2.2.2 Prepare and submit for County review a written itemized Estimated Project Construction Cost.

3.2.2.3 Prepare and submit for County acceptance written design criteria for mechanical and electrical systems.

3.3 CONSTRUCTION DEVELOPMENT SERVICES

The Construction Development Services shall consist of the following three phases:

3.3.1 CONSTRUCTION DOCUMENTS PHASE

3.3.1.1 Upon authorization from the County to proceed with the preparation of the Construction Documents Phase, and where required, upon written approval by all governing agencies of the preliminary plans, Engineer shall:

3.3.1.2 Prepare from approved preliminary design development phase documents, construction documents consisting of full, complete and accurate working drawings, design computations and specifications that set

forth in detail the requirements for construction of the entire Project.

3.3.1.3 Carefully review and revise the technical specifications prepared or furnished by Engineer to insure that the technical specifications prepared or furnished by Engineer are consistent with County furnished bidding documents, general conditions and supplementary conditions, if any.

3.3.1.4 Submit for County's review and acceptance, four (4) check sets of construction documents including specifications (project manual) when 100% complete for County's review and acceptance prior to Engineer's submission of construction documents to any governmental authority having jurisdiction over the Project.

3.3.1.5 Prepare construction documents in full compliance with all applicable building codes, laws, regulations, ordinances and to the satisfaction of all regulatory authorities having jurisdiction over the work. In addition to the forgoing, Engineer's attention is specifically called to Santa Cruz County Code section 2.37.107, Tropical Wood Products, which prohibits the use of tropical hardwood or tropical hardwood products.

3.3.1.6 Reserved.

3.3.1.7 Reserved.

3.3.1.8 Reserved.

3.3.1.9 Reserved..

3.3.1.10 Make all revisions and corrections to the plans and specifications which may be required by County and any other governmental or lending authority having jurisdiction over the Project.

3.3.1.11 Shall manually sign all plans submitted for approval to indicate his/her assumption of responsibility.

3.3.1.12 Reserved.

3.3.1.13 Reserved.

3.3.2 BIDDING PHASE

Upon solicitations of bids by County, Engineer shall:

3.3.2.1 Prepare addenda and clarification documents, interpret construction documents and assist County as required.

3.3.2.2 Reserved.

3.3.2.3 Assist County with review, evaluation and if requested, make recommendations for awarding construction contract(s).

3.3.2.4 If the lowest responsible bidder's responsive bid received exceeds the Project Budget by more than 10%, the County may, at its sole discretion: (1) give written approval of an increase in the Project Budget, or (2) authorize rebidding of the Project within a reasonable time, or (3) direct the Engineer to revise the scope of

the Project or its quality, or both, so as to reduce the Project construction costs, in which case the Engineer shall modify the construction drawings and/or technical specifications, in order to reduce the Project construction costs within the Project Budget, or **(4)** abandon the Project.

3.3.2.5 If County exercises its option to require the Engineer to revise the scope of the Project or its quality, or both, so as to reduce the Project construction costs, Engineer shall at its expense, prepare and present to County for County acceptance, a detailed cost breakdown identifying potential areas of cost savings, including estimated cost savings for each area, and furnish such written recommendations as the County may request to assist County in evaluating the proposed scope and/or quality revisions.

3.3.2.6 Reserved.

3.3.2.7 Reserved.

3.3.3 CONSTRUCTION PHASE SERVICES

Upon award of the construction contract(s) by County, Engineer shall:

3.3.3.1 Provide all the administrative services set forth in the Contract Documents required to be provided by Engineer.

3.3.3.2 Reserved.

3.3.3.3 Interpret the Contract Documents and furnish copies in a reproducible form of all clarification drawings and all other documentation required. Prepare as directed by the County, change orders to the construction contract which are necessary as a result of such interpretations and/or clarifications or changes in the work. Analyze price quotations received from the construction contractors for proposed change orders and advise County as to the acceptability of the same. These activities will be accomplished in a prompt manner so as to not delay progress of construction.

3.3.3.4 With prior consent of County, make all revisions and changes to the Contract Documents to correct errors, conflicts or omissions.

3.3.3.5 Make periodic visits to the Project to ascertain the progress of the work, to observe the work, the character, scope and detail of construction, the quality and quantity of materials and equipment, and that the standard of workmanship conforms to the Contract Documents and Engineer's recommendations; attend Project meetings; and prepare minutes of such Project meetings for distribution if directed by County. Engineer's periodic visits to the Project shall be no less frequent than:

At construction start-up and for the first month of construction, Engineer will be on-site half time to ensure proper implementation of the details and to conduct appropriate proof tests (water tests) for completed assemblies.

From second month on, monthly site visits of personnel from the Arlington, Mass. Office and a weekly visit by an engineer from the San Francisco office.

3.3.3.6 Provide technical direction and interpret the Contract Documents for any inspectors that may be employed by County, conduct a review of the daily inspection reports submitted by any inspector; and issue such written recommendations to the County as the evaluation of the report data dictates necessary to insure

that all work strictly complies with the requirements of the Contract Documents.

3.3.3.7 Render prompt advice to the County on claims, disputes and other matters in question between the construction contractors and the County relating to the execution or progress of the work or the interpretation of the Contract Documents.

3.3.3.8 Analyze and advise County as to acceptability of test reports, methods, materials, equipment and systems.

3.3.3.9 Review and advise County as to the acceptability of substitutions proposed by the construction contractors.

3.3.3.10 Review, and advise County as to the acceptability of schedules, shop drawings, laboratory reports, samples, fabrication, erection and setting drawings, wiring and control drawings, schedules, lists of materials and equipment, and other descriptive data pertaining to materials, and equipment.

3.3.3.11 Promptly respond to all questions, inquiries and communications from the contractor(s), or County, and respond to all Requests for Information (RFI's).

3.3.3.12 Promptly review all submittals.

3.3.3.13 Review and advise County of amounts of progress payments and final payment due to the construction contractors.

3.3.3.14 Assemble and deliver to County written guarantees, operating and maintenance instruction books, diagrams and charts required of the construction contract.

3.3.3.15 Participate in final inspection of the Project and advise County as to the acceptability of the work performed by construction contractors. Prepare written punch lists describing in detail all work that does not strictly comply with the Contract Documents. Report in writing to County upon construction contractors's satisfactory completion of all punch list and other work required by the Contract Documents.

3.3.3.16 Reserved.

3.3.3.17 Promptly after recording the notice of completion by County, furnish County, at no expense to County, final working drawings and specifications including such revisions that may have been made in the course of construction, derived from record drawings or as-built drawings furnished by the contractor(s). Such documents shall be labeled "as-built."

3.3.3.18 Procure permits and coordinate with all regulatory authorities as necessary to procure approvals and assure compliance with applicable law.

ARTICLE 4. ADDITIONAL SERVICES

4.1 The following services, when authorized by written County design change authorization, shall be paid for by County as provided in Article 6.3.

4.1.1 Reserved.

4.1.2 Additional services required of the Engineer by the County caused by the failure of the contractor to complete work by the Project completion date as adjusted by approved contract time extensions.

4.1.3 Revisions to Construction Documents and previously approved Design Development Phase documents to accommodate changes (excluding corrections of design errors, conflicts and/or omissions by Engineer or changes initiated by Engineer) when so directed by County.

4.1.4 Preparation of change order documents for revisions and changes requested by County (excluding corrections of errors and omissions by Engineer) after a construction contract has been awarded.

ARTICLE 5. COMPENSATION

The County shall compensate the Engineer as follows:

5.1 For Engineer's services described in Article 3 of this Agreement the basis of compensation shall be as follows:

5.1.1 For Engineer's total services under this Agreement compensation in the not to exceed amount of \$250,000 per the following rate schedule:

<u>Personnel Category*</u>	<u>Hourly Billing Rate</u> <u>(\$ per hour)</u>
Senior Principal and Principal.....	\$200
Senior Associates.....	\$180
Associate.....	\$170
Staff Consultant.....	\$160
Senior Project Manager 1.....	\$150
Senior Project Manager 2.....	\$138
Senior Staff Engineer 1.....	\$130
Senior Staff Engineer 2.....	\$119
Project Supervisor.....	\$119
Staff Engineer 1.....	\$112
Staff Engineer 2.....	\$103
Senior Engineer 1.....	\$95
Senior Engineer 2.....	\$87
Senior Field Engineer.....	\$87
Engineer/Field Engineer.....	\$79
Laboratory Technician 1.....	\$81
Laboratory Technician 2.....	\$60
Engineering Aide.....	\$50
Director of Metallurgy.....	\$255
Manager. Electrical Engineering.....	\$140

Petrographer.....	\$150
Senior Project Drafter.....	\$95
Drafter/Senior Drafter..	\$70
Illustrator/Programmer.....	\$70
Non-Technical..	\$40

*Personnel Categories and rates shows for Engineers apply also to Architects and Conservators.

5.1.2 Reasonable expenses without markup, of reproduction, postage and handling of drawings and specifications excluding the following: copies for Engineer's office use, six (6) sets Schematic and Design Development Phase copied, six (6) sets of the Construction Documents as specified under Article 3.3.1.4 and the as-built set specified in Article 3.3.3.15; reasonable travel and subsistence costs.

ARTICLE 6. TIMES OF PAYMENT

Payments under this Agreement shall be as follows:

- 6.1 Monthly payments based on work completed by the Engineer and acceptable to the County.
- 6.2 Reserved.
- 6.3 Reserved.

ARTICLE 7. RECORDS

7.1 Records of the Engineer and its consultants' direct personnel expenses for extra services and reimbursable expenses pertaining to the Project shall be kept on a generally recognized accounting basis and shall be presented to the County or its authorized representative with the invoice for the additional expenses or services.

- 7.2 Reserved.

ARTICLE 8. INDEMNITY AND INSURANCE

8.1 Throughout the performance of all services rendered under this Agreement, Engineer and each of its subconsultants, shall maintain in full force and effect, errors and omissions insurance covering the services furnished by Engineer and each of its subconsultants pursuant to this Agreement, providing for coverage of \$4,000,000 per claim and annual aggregate. The insurance policy shall not contain a provision providing for any deductible greater than a total of One hundred thousand dollars (\$100,000). A copy of the policies and all riders with respect thereto shall be furnished to the County upon request. If any of the required insurance is in a claims made form, said insurance shall be carried and continued by Engineer and each of its subconsultants for a period of three (3) years from the date the Notice of Completion is recorded for the Project,

8.2 Unless otherwise set forth herein, Engineer and each of its subconsultants shall carry and maintain during the life of this Agreement and Engineer and each of its subconsultant's obligations required by this Agreement, public liability, property damage and contractual liability insurance in an amount not less than

Five Hundred Thousand Dollars (\$500,000.00), and such Workers' Compensation insurance as required by law. Proof of all required insurance coverage shall be attached hereto prior to commencement of work under the Agreement. Upon request by County, Engineer and each of its subconsultants will immediately furnish copies of the required insurance policies.

8.3 **As** a part of the signing of the Contract, the Engineer and each of its subconsultants shall furnish a Certificate of Insurance substantiating the fact that it has taken out the insurance set forth above for the period covered by the Agreement with an insurance carrier acceptable to the County and under terms satisfactory to the County. Insurance industry's standard Accord Certificate of Insurance or binder forms shall bear an endorsement precluding the cancellation or reduction of coverage of any policy covered by such Certificate or binder before the expiration of thirty (30) days after the County shall have received notification of such cancellation, suspension, reduction, or voided coverage.

8.4 All insurance policies except Professional Liability and worker's compensation shall by endorsement include County of Santa Cruz, its trustees, officers, employees, and agents, and each of them, as additional insureds to protect, as well as to provide the defense of, from all suits, actions, damages, liability, or claims of every type and description to which they may be subjected to the extent resulting from, the Engineer's negligent performance under this Agreement. Engineer and each of its subconsultant's insurance shall apply as primary insurance, and any other insurance carried by the additional insured's identified above shall apply as excess and will not contribute with this insurance.

8.5 Reserved.

8.6 Reserved.

8.7 Engineer will require each of its consultants, subconsultants and subcontractors, by an appropriate written contractual provision, to provide like insurance as provided for in this Article 8.

8.8 Engineer shall indemnify, and save harmless County (including its trustees, officers, agents, and employees), and each of them, of and from any and all claims, demands, suits, causes of action, damages, costs, expenses, reasonable attorneys' fees, losses, or liability, in law or in equity, of every kind and nature whatsoever arising out of Engineer's negligent performance under this Contract, including, but not limited to:

1. Personal injury (including, but not limited to, bodily injury emotional injury or distress, sickness, or disease) or death to persons, including, but not limited to, any employees or agents of Contractor, County, Engineer, or any subcontractor, or damage to property of anyone including the work itself (including loss of use thereof), caused or alleged to be caused in whole or in part by any negligent act or omission of County, or Engineer, or anyone directly or indirectly employed by them, or anyone for whose acts they may be liable;
2. Penalties threatened, sought, or imposed on account of the violation of any law, order, citation, rule, regulation, standard, ordinance, or statute, caused by the action or inaction of Engineer;
3. Alleged infringement of any patent rights which may be brought arising out of Engineer's design;
4. Engineer's failure to fulfill any of the covenants set forth in this Agreement;
6. Failure of Engineer to comply with the provisions of this Agreement relating to insurance; and,

7. Any violation or infraction by Engineer of any law, order, citation, rule, regulation, standard, ordinance, or statute in any way relating to the occupational, health, or safety of employees.

The indemnities set forth in this section shall be limited by the insurance requirements set forth in this Agreement.

Engineer's indemnification of County will not include indemnification for claims which arise as the result of the negligence of County, or the negligence or willful misconduct of County, its agents, servants or independent contractors who are directly responsible to County, or for defects in design furnished by such persons, other than Engineer and its agents, consultants and subconsultants.

ARTICLE 9. COUNTY RESPONSIBILITY

The County will:

- 9.1** Enter into such agreements with specialized consultants as Engineer may recommend and advise, and that are acceptable to County.
- 9.2** Provide construction inspectors as the County may deem advisable.
- 9.3** Furnish such legal advice and services as may be required in the opinion of County to protect the County's interest in the Project.
- 9.4** Notify the Engineer of deficiencies in material or workmanship that become known to County.
- 9.5** Nothing in this Agreement nor any act or failure to act on the part of the County shall be construed as a waiver of a claim by County for any defects or deficiencies in the drawings and specifications, of the construction monitoring required of Engineer or any other duty or obligation of Engineer.
- 9.6** County shall pay normal and necessary permit fees.

ARTICLE 10. DOCUMENTS

10.1 REPRODUCTION OF DOCUMENTS

10.1.1 Engineer shall provide copies of all documents required by the County for review and approval by the County and appropriate authorities and lending agencies.

10.2.2 Engineer, if so requested, shall provide copies of construction documents for bidding and construction purposes in the number required by the County. The expense of reproduction will be borne by the County. County reserves the right to select the type of reproduction and the business establishment where the reproduction of documents will be done.

10.2 OWNERSHIP AND RE-USE OF DOCUMENTS

10.2.1 The County acknowledges that the Engineer's reports, plans, specifications, field data, field notes, laboratory test data, calculations, estimates, and other similar documents are instruments of professional service, not products. Although ownership of such documents normally is retained by the Engineer, they nonetheless shall in this instance become the property of the County. The County recognizes that no such documents should be subject to unauthorized re-use, that is re-use without written authorization of the Engineer to evaluate the documents' applicability to new circumstances, not the least of which is passage of time. The Engineer will not unreasonably withhold consent to allow the County to re-use the Engineer's reports, plans, specifications, field data, field notes, laboratory test data, calculations, estimates, and other similar documents. The County will hold the Engineer harmless when reusing documents for new projects and circumstances.

ARTICLE 11. TERMINATION OF AGREEMENT

11.1 County reserves and has the right and privilege of canceling, suspending or abandoning the execution of all or any work in conjunction with this Agreement at any time upon written notice to the Engineer.

11.1.1 In the event of termination, all finished and unfinished design development and Construction Documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by Engineer shall, at the option of County, become the County's property, and if requested by County, immediately be provided to County.

11.1.2 In the event of termination, County shall pay to Engineer as full payment for all services performed and all expenses incurred under the Agreement the sums due under Article 5.1 as shall have become payable under that Article because of the progress in work, plus a prorated portion of the next and uncompleted step, if any, as the services actually rendered hereunder by Engineer bear to the total services necessary for the full performance of the next succeeding step, plus any sums due Engineer for reimbursable expenses described in Article 5.1.2 and additional services as provided for in Article 4 herein. In ascertaining the services actually rendered hereunder up to the date of termination of this Agreement, consideration shall be given to both completed work and work in progress, to complete and incomplete drawings, and to other documents whether delivered to County or in the possession of Engineer, and to authorized reimbursable expenses.

11.1.3 If, upon payment of the amount required to be paid under this Article following termination of this Agreement, County thereafter should determine to complete the original Project or substantially the same Project, County, for such purposes, shall have the right of utilization of any original tracings, drawings, calculations, specifications, estimates, and other Construction Documents prepared under this Agreement by Engineer. Engineer shall make them available to County upon request without additional compensation. County agrees to hold Engineer harmless if they do not renew the Agreement and Engineer is not allowed to complete the project.

ARTICLE 12. SUCCESSORS AND ASSIGNS

12.1 This Agreement shall be binding upon the County and Engineer and their respective successors and assigns.

12.2 Neither the performance of this Agreement, nor any part thereof, nor any monies due or to become due hereunder may be assigned by Engineer without the prior written consent and approval of the County. Any assignment by Engineer without prior written consent of County, will be void.

ARTICLE 13. NOTICES

13.1 Any notice may be served effectively upon the County by delivering it in writing, or by depositing it in the United States Mail with postage thereon fully prepaid and addressed to County at the address set forth for the County on the signature page of this Agreement and in the case of the Engineer, may be served effectively upon Engineer by delivering it in writing, or by depositing it in the United States Mail with postage thereon fully prepaid and addressed to the Engineer at the address set forth on the signature page of this Agreement, or any notice may be served effectively by delivering or mailing it, as in this paragraph provided, addressed to any other place or places County or Engineer, by written notice served upon the other, from time to time may designate.

ARTICLE 14. NONDISCRIMINATION

14.1 In connection with the performance of Engineer pursuant to this Agreement, Engineer will not willfully discriminate against any employee or applicant for employment because of race, color, religion, ancestry, sex, sexual orientation, marital status, pregnancy, medical condition (cancer related), age (over 18), physical handicap, national origin, veterans status or any other non-merit factor unrelated to job duties. Engineer will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, ancestry, sex, sexual preference, marital status, physical handicap, or national origin. Such action shall include, but not be limited to, the following: employment upgrading, demotion or transfer; recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

ARTICLE 15. WAIVER

15.1 Engineer shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of the Agreement by Engineer, and County may withhold any payments to Engineer for the purpose of set-off until such time as the exact amount of damages due County from Engineer is determined. The waiver by County of any breach of this Agreement shall not constitute a waiver as to any succeeding breach.

ARTICLE 16. MISCELLANEOUS PROVISIONS

16.1 If any claim or dispute arises between the parties, the claim or dispute shall first be submitted to mediation utilizing the services of a neutral mediator. If the parties cannot agree upon the selection of a neutral mediator, the matter shall be submitted to Judicial Arbitration and Mediation Services for the selection of a neutral mediator. The parties shall share equally the costs associated with the mediation.

16.2 If any claim or dispute proceeds to litigation the prevailing party in such litigation shall be entitled, in addition to all other damages, its attorneys' fees and costs reasonably incurred in the prosecution or defense of such action, including but not limited to fees and costs associated with the employment and services of expert witnesses. However, if the prevailing party in such litigation has failed or refused to first submit the claim or dispute to mediation as set forth in the preceding paragraph, then that party shall not be entitled to recover its attorneys' fees or costs reasonably incurred in the prosecution or defense of such action.

16.3 This Agreement shall be governed by the laws of the State of California.

16.4 If any one or more of the provisions contained in this Agreement should be invalid, illegal, or

unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby, and shall remain in full force and affect.

16.5 This Agreement constitutes the full and complete understanding of the parties, and supersedes any previous agreements or understandings, oral or written, with respect to the subject matter hereof, excepting that, to the extent Engineer or its representatives have made representations to County prior to the execution of this Agreement, and County has relied upon those representations, Engineer's representations are incorporated herein as though set forth in full.

16.6 This Agreement may only be modified by a written instrument signed by both parties.

16.7 Venue for any dispute arising under this Agreement shall be Santa Cruz, California.

16.8 This Agreement is not intended for the benefit of any person other than those expressly provided for herein.

16.9 Time is of the essence to Engineer's performance of its obligations set forth in this Agreement.

16.10 Whenever the context so requires, the use of the singular shall be deemed to include the plural and vice versa. Each gender shall be deemed to include any other gender, and each shall include corporation, partnership, trust, or other legal entity whenever the context so requires. The captions and headings of the various Articles of the Agreement are intended only for convenience and in no way define, limit, or prescribe the scope or intent of the Agreement or any Article thereof.

If Engineer is a corporation or limited liability company, each of its shareholders owning at least ten percent (10%) of the outstanding shares, must sign this Agreement below, and by signing this Agreement, agrees to be personally bound and to personally guarantee the obligations required by or agreed to herein by Engineer.

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

1. ENGINEER

3. COUNTY OF SANTA CRUZ

By: _____

By: _____

SIGNED

SIGNED

PRINTED

PRINTED

Company Name: _____

Address: _____

Telephone: _____

Fax: _____

Email: _____

2. **APPROVED AS TO INSURANCE:**

4. **APPROVED AS TO FORM:**

Risk Management

County Counsel

DISTRIBUTION:

- General Services Department
- Auditor-Controller
- Risk Management
- o Simpson, Gumpertz & Heger Inc.

COUNTY OF SANTA CRUZ
REQUEST FOR APPROVAL OF AGREEMENT

0144

TO: Board of Supervisors
County Administrative Office
Auditor Controller

FROM: General Services (Department)
BY: [Signature] (Signature) 6-7-02 (Date)
Signature certifies that appropriations/revenues are available

AGREEMENT TYPE (Check One)

Expenditure Agreement ☒

Revenue Agreement ☐

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

1. Said agreement is between the County of Santa Cruz General Services (Department/Agency)
and Air Quality Sciences (AQS), 1337 Capital Circle, Atlanta, GA 30067 (Name/Address)
2. The agreement will provide environmental consulting services in connection with Building Envelope Repairs - Health & Human Services Building Project #01C1-020.
3. Period of the agreement is from June 18, 2002 to project completion
4. Anticipated Cost is \$ 424,445 ☐ Fixed ☐ Monthly Rate ☐ Annual Rate ☒ Not to Exceed

Remarks: _____

5. Detail: ☐ On Continuing Agreements List for FY _____ . Page CC-_____ Contract No: _____ OR ☒ 1st Time Agreement
- ☐ Section II No Board letter required, will be listed under Item 8
- ☒ Section III Board letter required
- ☐ Section IV Revenue Agreement

6. Appropriations/Revenues are available and are budgeted in 191023/044008 (Index) 6610 (Sub object)

NOTE: IF APPROPRIATIONS ARE INSUFFICIENT, ATTACHED COMPLETED AUD-74 OR AUD-60

Appropriations are available and will be encumbered.

Contract No: Co 12804

By: [Signature] Date: 6-11-02
Auditor-Controller Deputy

Proposal and accounting detail reviewed and approved. It is recommended that the Board of Supervisors approve the agreement and authorize

General Services (Dept/Agency Head) to execute on behalf of the County (Department/Agency)

Date 6/12/02

By: [Signature]
County Administrative Office

Distribution:

Board of Supervisors - White
Auditor Controller - Canary
Auditor-Controller - Pink
Department - Gold

State of California
County of Santa Cruz

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 Office by an order duly entered in the minutes of said Board on _____ 20____

ADM - 29 (8/01)
Title ☒ Section 300 Proc Man

By: Deputy Clerk

AUDITOR-CONTROLLER USE ONLY

CO	9	Document No.	JE Amount	Lines	H/TL	Keyed By	Date
TC110		14		\$			
		Auditor Description		Amount	Index	Sub object	User Code

Contract No. _____

INDEPENDENT CONTRACTOR AGREEMENT

THIS CONTRACT is entered into this 18th day of June, 2002, by and between the COUNTY OF SANTA CRUZ, hereinafter called COUNTY, and Air Quality Sciences, Inc., hereinafter called CONTRACTOR. The parties agree as follows:

1. **DUTIES.** CONTRACTOR agrees to exercise special skill to accomplish the following results: SEE ATTACHED SCOPE OF WORK – PROPOSAL FOR ENVIRONMENTAL MONITORING SERVICES DURING REMOVAL OF MOLDY CONSTRUCTION AND FINISHING MATERIALS at 1400 Emeline Avenue, Santa Cruz, CA. for County of Santa Cruz General Services Department.

2. **COMPENSATION.** In consideration for CONTRACTOR accomplishing said result, COUNTY agrees to pay CONTRACTOR as follows: Payment not to exceed \$424,445, as detailed in the attached Scope of Work. Payments to be processed monthly based on receipt of invoices in a form satisfactory to the COUNTY, and approval of COUNTY.

3. **TERM.** The term of this contract shall be: June 18, 2002 through completion of the Building Envelope Repairs – Health and Human Services Building project.

4. **EARLY TERMINATION.** Either party hereto may terminate this contract at any time by giving thirty (30) days written notice to the other party.

5. **INDEMNIFICATION FOR DAMAGES, TAXES AND CONTRIBUTIONS.** CONTRACTOR shall exonerate, indemnify, defend, and hold harmless COUNTY (which for the purpose of paragraphs 5 and 6 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 CONTRACTOR'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 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 COUNTY and any insurance or self-insurance maintained by COUNTY shall be excess of CONTRACTOR'S insurance coverage and shall not contribute to it.

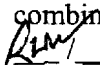
If CONTRACTOR utilizes one or more subcontractors in the performance of this Agreement, CONTRACTOR shall obtain and maintain Independent Contractor's Insurance as to each subcontractor or otherwise provide evidence of insurance coverage from each subcontractor equivalent to that required of CONTRACTOR in this Agreement, unless CONTRACTOR 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 CONTRACTOR has no employees and certifies to this fact by initialing here _____

(2) Automobile Liability Insurance for each of CONTRACTOR'S vehicles used in the performance of this Agreement, including owned, non-owned (e.g. owned by CONTRACTOR'S employees), leased or hired vehicles, in the 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 the CONTRACTOR is not a material part of performance of this Agreement and CONTRACTOR 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 \$1,000,000 combined single limit, if, and only if, this Subparagraph is initialed by CONTRACTOR and COUNTY .

B. Other Insurance Provisions

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

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

"The County of Santa Cruz, its officials, employees, agents and volunteers are added as an additional insured 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:

**Santa Cruz County, General Services Department
701 Ocean Street, Room 330 Attn: Paul Crawford
Santa Cruz, CA 95060**

(4) CONTRACTOR 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:

**Santa Cruz County, General Services Department
701 Ocean Street, Room 330, Attn: Paul Crawford
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, 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 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, 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. In addition, the CONTRACTOR shall make a good faith effort to consider Minority/Women/Disabled Owned Business Enterprises in CONTRACTOR'S solicitation of goods and services. Definitions for Minority/Women/Disabled Business Enterprises are available from the COUNTY General Services Purchasing Division.

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

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

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

8. **INDEPENDENT CONTRACTOR STATUS.** CONTRACTOR and COUNTY have reviewed and considered the principal test and secondary factors below and agree that CONTRACTOR is

an independent contractor and not an employee of COUNTY. CONTRACTOR is responsible for all insurance (workers compensation, unemployment, etc.) and all payroll related taxes. CONTRACTOR is not entitled to any employee benefits. COUNTY 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 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) 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 COUNTY 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 COUNTY; (i) CONTRACTOR 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 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 the Agreement without the prior written consent of the COUNTY.

10. ACKNOWLEDGMENT. CONTRACTOR shall acknowledge in all reports and literature that the Santa Cruz County Board of Supervisors has provided funding to the CONTRACTOR.

11. 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 COUNTY, 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.

12. 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.

13. ATTACHMENTS. This Agreement includes the following attachments:

SCOPE OF WORK – PROPOSAL FOR ENVIRONMENTAL MONITORING SERVICES DURING REMOVAL OF MOLDY CONSTRUCTION AND FINISHING MATERIALS

14. LIVING WAGE. This agreement is covered under Living Wage provisions if this section is initialed by COUNTY_____

This agreement is subject to the provisions of Santa Cruz County Code Chapter 2.122, requiring payment of a living wage to covered employees, if item #14 above is initialed by the COUNTY. Non-compliance during the term of the contract will be considered a material breach and may result in termination of the Agreement or pursuit of other legal or administrative remedies.

If a contract for Living Wage covered services in excess of \$50,000 is terminated prior to its expiration, any new contract with a subsequent contractor for the same services must include this term:

“CONTRACTOR shall make best efforts to offer employment to qualified employees of the prior contractor for the performance of this contract. Such efforts shall not be required in regard to employees who are (1) exempt under the Fair Labor Standards Act, (2) family members of the prior contractor, (3) employed by the prior contractor for less than six months, or (4) convicted of a job-related or workplace crime. Upon request by the COUNTY, the CONTRACTOR shall demonstrate to the COUNTY that good faith efforts have been made to comply with this provision.”

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

1. CONTRACTOR

By: _____
SIGNED

PRINTED

Company Name: _____

Address: _____

Telephone: _____

Fax: _____

Email: _____

3. COUNTY OF SANTA CRUZ

By: _____
SIGNED

PRINTED

2. APPROVED AS TO INSURANCE:

Risk Management

4. APPROVED AS TO FORM:

County Counsel

DISTRIBUTION:

- o General Services Department
- o Auditor-Controller
- o Risk Management
- o Air Quality Sciences, Inc.
- o Trepte Construction
- o McGregor & Garrie, L.L.P.

SCOPE OF WORK

PROPOSAL FOR ENVIRONMENTAL MONITORING SERVICES DURING REMOVAL OF MOLDY CONSTRUCTION AND FINISHING MATERIALS

ONSITE MONITORING AND CONSULTING PROPOSAL

I. INTRODUCTION

Air Quality Sciences – Building Consulting, Inc. (AQS – BC) is pleased to submit this proposal for on-site monitoring services and microbial laboratory services during removal of moldy construction and finishing materials (hereafter, on-site monitoring proposal). These on-site monitoring services will be carried out in the 1400 Emeline building (hereafter, the subject building). The purpose of this consultancy is to provide technical oversight to ensure that the mold remediation efforts are performed in accordance with the “Technical Specifications: Mold Remediation”; AQS-BC project #S01284T dated March 15, 2002. A second purpose of this consultancy is to perform fungal sampling to provide objective evidence that the subject building is being restored to a proper (normal) mycological condition and that the molds from the subject building are not impacting adjacent buildings. A third purpose of this consultancy is to provide air sampling data to determine if airborne fungi in the subject building, after restoration, are normal and typical from a mycological viewpoint.

II. SCOPE OF WORK

AQS-BC will provide an environmental consultant (EC), who will work 40 hours per week in the subject building for the duration of the project (expected duration is approximately six months). The EC will provide technical oversight to ensure the remediation contractor is properly following the AQS-BC Technical Specifications including proper construction and operation of containments and provide for the collection of spore trap clearance air samples. AQS-BC will monitor the remediation contractor’s work practices during removal of mycologically contaminated construction and finishing materials from the subject building. AQS-BC will collect and analyze air samples from the subject building to provide objective evidence that the remediation contractor is effectively removing colonized mold from the subject building. Dr. Philip R. Morey, PH.D., CIH (AQS-BC Director of Microbiology), and Ms. Susan Evans, CIH, CSP, PE (AQS Senior IAQ Manager) will provide on-site project oversight through periodic visits and telephone conversations, especially at the beginning of the remediation work efforts.

AQS-BC will perform the following activities during on site monitoring:

- Monitor the remediation contractor’s work practices according to the “Technical Specifications: Mold remediation”, AQS-BC Project #S01284T report dated March 15, 2002.
- Document that visible fungal colonization has been removed to the greatest extent possible from the building envelope and in other subject building areas.
- Collect an average of 20 spore trap samples per floor-containment (approximately 400 over the duration of the project, expected to be a six month period).
- Collect and analyze approximately 200 cellotape samples over the duration of the project.

County Responsibilities

AQS-BC requires the use of secure portable trailer on the grounds at the subject building site for storage of sampling materials, equipment set-up, and office area. The trailer must be equipped with at least 8 electrical wall outlets and a desk or counter. Several desk chairs are alls needed. Use of a telephone and a photocopier on site is also required.

111. SUMMARY OF COSTS FOR ONSITE MONITORING

<u>TYPE OF SERVICE</u>	<u>ESTIMATED COST</u>
ENVIRONMENTAL OVERSIGHT	\$293,445
SAMPLING COSTS	\$ 56,000
CULTURE CLEARANCE	<u>\$ 75,000</u>
TOTAL, ESTIMATED ENVIRONMENTAL MONITORING SERVICES – NOT TO EXCEED	\$424,445

These costs are based on the hourly rates defined below plus sampling, analytical, travel, shipping, and other costs enumerated below. All out-of-pocket expenses, material costs and direct costs such as travel, shipping and subsistence costs (but excluding sampling and any analytical costs in AQS's Atlanta Laboratory) will be billed at cost plus 15%, which is reflected in the above estimate.

<u>AQS-BC Personnel</u>	<u>Hourly Rates</u>
Chief Scientist/Director	\$200/hour
Laboratory Director	\$150/hour
IAQ Manager	\$150/hour
Senior IAQ Engineer	\$150/hour
Senior Industrial Hygienist	\$150/hour
Environmental Consultant	\$100/hour
Field Microbiologist	\$100/hour
IAQ Scientist	\$100/hour
Technician	\$ 75/hour
Administration	\$ 45/hour

IV. DETAILED COST STRUCTURE

ACTIVITY A: ON-SITE ENVIRONMENTAL MONITORING

A.1 Activities

- Provide independent monitoring of “Technical Specifications: Mold Remediation” for Health and Human Services Building - 1400 Emeline Avenue.
- Collect samples for initial clearance by spore trap sampling.
- Collect spore trap samples in outdoor air around the perimeter of the building.
- Maintain quality assurance records for “Technical Specifications: Mold Remediation”.

A.2 Costs Per Month (40 Hrs/Wk)

o One EC for 200 hrs/mo (including travel)	\$20,000.00
o Living expenses for onsite personnel:	
o Meals at \$50/day times 22 days = \$1,100 (weekend meals not included unless weekend work conducted)	
o Hotel at \$100/day times 30 days = \$3,000	
o Miscellaneous (e.g. laundry and mileage for travel around Santa Cruz, and mileage for travel home weekends) = \$500	
o Total = \$1,100 + \$3,000 + \$500 = \$4,600 x 1.15 =	\$5,300.00
• Oversight by Ms. Evans (est. 1.75 trips/mo.) (24 hr/trip x \$150/hr = \$3,600 and approximately \$250 in travel expenses) x (average 1.75 trips/mo)	\$6,737.50
• Oversight by Dr. Phil Morey; (est. 1 trip/mo.) (43.75 hr/trip x \$200/hr = \$8,750 and about \$2,000 in travel expenses	\$10,750.00
A.2.1. Total Onsite Consulting Per Month	\$42,787.50
A.2.2 Project Management	
• Ongoing project management including telephone coordination. Dr. Morey 2 hrs/wk, Ms. Evans 3 hrs/wk, approximately 21 hours x \$175/hr =	\$3,675.00
• Clerical 5 hrs/wk or 21 hours x \$45	\$ 945.00
TOTAL PROJECE MANAGEMENT	\$4,620.00
A.2.3 SUPPLIES AND SHIPPING	
• Respirators, stains, slide boxes, slides and shipping	\$1,500.00
A.2.4. TOTAL COST OF ON-SITE ENVIRONMENTAL MONITORING	
$\$42,787.50 + \$4,620 + \$1,500 = \$48,908 \times 6 \text{ months} =$	\$293,445.00
A.3 SAMPLING	
Approximately 400 spore trap samples and approximately 200 cellotape samples are likely to be collected during remediation oversight.	
A.3.1 SAMPLE ANALYSIS	
o Laboratory Analysis for approximately 400 spore trap samples (Spore trap samples will be processed via rush turnaround at AQS' Atlanta laboratory at \$100) $400 \times \$100 =$	\$40,000.00
o Laboratory analysis for approximately 200 cellotape samples (cellotape samples will be processed via rush turnaround at AQS' Atlanta laboratory at \$80 =	\$16,000.00
A.3.2 TOTAL FOR SAMPLING COSTS	
$(\$40,000 + \$12,000) =$	\$56,000.00

A.4 FACTORS THAT COULD AFFECT ONSITE MONITORING COSTS

- e Work schedules exceeding 40 hrs/wk
- e One environmental consultant can efficiently supervise a maximum of three containment areas, which mold remediation work activities are occurring. If mold remediation is to occur simultaneously in more than three containment areas, additional onsite monitoring space personnel will be required (cost not included).
- e Unscheduled visits to subject building by Dr. Morey and Ms. Evans because of unanticipated problems.
- Potential increased hotel costs for Environmental Consultant, Dr. Morey and/or Ms. Evans depending on seasonal costs and room availability.

Additional services that may be required will be billed on a time and material basis as listed on page 7.

ACTIVITY B: PRE-OCCUPANCY CULTURE CLEARANCE

- Collect approximately 400 air samples for culturable fungi. These samples will be collected using media such as malt extract agar, cellulose agar and/or DG-18 agar. The dominating presence of Cladosporium and Alternaria species would indicated a normal situation. On the other hand, the dominating presence of Penicillium, Aspergillus, Stachybotrys, Fusarium, Ulocladium, or Chaetomium species would indicate a water problem or entry of hidden mold into the indoor environment. Clearance by culture samples will be conducted for pre-occupancy.
- Cost of culture clearance and report of findings. **\$75,000.00**

P:\Shared\Project Files\2001 Projects\01c1-020 BUILDING ENVELOPE REPAIRS\agsagreement.doc

BEFORE THE BOARD OF SUPERVISORS
OF THE COUNTY OF SANTA CRUZ, STATE OF CALIFORNIA

Resolution No. _____

On the motion of Supervisor _____

Duly seconded by Supervisor _____

The following resolution is adopted:

RESOLUTION ACCEPTING UNANTICIPATED REVENUE

WHEREAS, the County of Santa Cruz is a recipient of funds from Certifications of Participation for the 1400 Emeline Remediation Program; and

WHEREAS, the County is recipient of funds in the amount of \$6,588,070 which are either in excess of those anticipated or are not specifically set forth in the current fiscal year budget of the County; and

WHEREAS, pursuant to Government Code Section 29130 (c) / 29064 (b), such funds may be made available for specific appropriation by four-fifths vote of the Board of Supervisors.

NOW, THEREFORE, BE IT RESOLVED AND ORDERED that the Santa Cruz County Auditor-Controller accept funds in the amount of \$ 6,588,070 into the following Departments : 1400 Emeline Capital Project / Human Resources
Health Services Agency

T/C	Index Number	Revenue Subobject No.	User Code	Account Name	Amount
-----	--------------	-----------------------	-----------	--------------	--------

SEE ATTACHED

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

T/C	Index Number	Expenditure Subobject No.	User Code	Account Name	Amount
-----	--------------	---------------------------	-----------	--------------	--------

SEE ATTACHED

DEPARTMENT HEAD I hereby certify that the fiscal provisions have been researched and that the Revenue has been received withing the current fiscal year.

By Bolwe
Department Head

Date 6-5-02

COUNTY ADMINISTRATIVE OFFICER

CH

Recommended to Board

/ _____ / Not recommended to Board

PASSED AND ADOPTED by the Board of Supervisors of the County of Santa Cruz, State of California, this _____ day of _____, 20____ by the following vote (requires four-fifths vote of approval):

AYES: SUPERVISORS

NOES: SUPERVISORS

ABSENT: SUPERVISORS

Chair of the Board

ATTEST:

Clerk of the Board

APPROVED AS TO FORM:

Rubén Garcia 10.26.01
County Counsel

APPROVED AS TO ACCOUNTING DETAIL:

PS Manger 6-11-02
Auditor-Controller

Distribution:

Auditor-Controller
County Counsel
County Administrative Officer
Originating Department

Revenue

TC	Index Num	Sub-object	User Code	Account Name	Amount
001	191023	2522	Q44004	Proceeds - CERT of Participation	1,021,295
001	191023	2522	Q44006	Proceeds - CERT of Participation	41,691
001	191023	2522	Q44007	Proceeds - CERT of Participation	41,691
001	191023	2522	Q44008	Proceeds - CERT of Participation	4,417,101
001	363101	2522	Q44006	Proceeds - CERT of Participation	570,262
001	392100	2522	Q44007	Proceeds - CERT of Participation	496,030

Expenditure

TC	Index Num	Sub-object	User Code	Account Name	Amount
021	191023	6610	Q44004	Structures and Improvements	1,021,295
021	191023	6610	Q44006	Structures and Improvements	41,691
021	191023	6610	Q44007	Structures and Improvements	41,691
021	191023	6610	Q44008	Structures and Improvements	4,417,101
021	363101	3100	Q44006	Salaries and Benefits	20,781
021	363101	3810	Q44006	Rents and Leases	202,046
021	363101	3405	Q44006	Project Maintenance	347,435
021	392100	3100	Q44007	Salaries and Benefits	10,153
021	392100	3810	Q44007	Rents and Leases	175,104
021	392100	3405	Q44007	Project Maintenance	285,755
021	392100	4315	Q44007	Utilities Other	25,018

COUNTY OF SANTA CRUZ

REQUEST FOR APPROVAL OF AGREEMENT

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

FROM: General Services (Department)
BY: Bell (signature) 6-7-02 (Date)
Signature certifies that appropriations/revenues are available

AGREEMENT TYPE (Check One)

Expenditure Agreement ☒

Revenue Agreement ☐

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

1. Said agreement is between the County of Santa Cruz (Department/Agency)

and DSL.Net, Inc., P.O. Box 9705, New Haven, CT 06536, Attn: Bob Kalina (Name/Address)

2. The agreement will provide rent for 320 Encinal Street. This agreement is needed to provide lease costs for 320 Encinal Street for an extended three (3) month period. (Jan-Mar 03)

3. Period of the agreement is from November 1, 2001 to March 31, 2003

4. Anticipated Cost is \$ Increase \$77,355 (25,785 per mo.) ☐ Fixed ☒ Monthly Rate ☐ Annual Rate ☐ Not to Exceed

Remarks: Original \$360,990 + admendment \$77,355 = 438,345 total

5. Detail: ☐ On Continuing Agreements List for FY . Page CC- Contract No: OR ☐ 1st Time Agreement

☐ Section II No Board letter required, will be listed under Item 8

☐ Section III Board letter required

☐ Section IV Revenue Agreement

Contract #2633-01 = \$38,677.50 = 191023/Q44006 6610
#2633-01 = \$38,677.50 = 363101/Q44006 3810

6. Appropriations/Revenues are available and are budgeted in 37,355 (Index) (Sub object)

NOTE: IF APPROPRIATIONS ARE INSUFFICIENT, ATTACHED COMPLETED AUD-74 OR AUD-60

Appropriations are available and will be encumbered.

Contract No: 22633-01 For (Jan-Mar 03)

By: P. Stibbault Date: 6-11-02
Auditor-Controller Deputy

Proposal and accounting detail reviewed and approved. It is recommended that the Board of Supervisors approve the agreement and authorize

General Services (Dept/Agency Head) to execute on behalf of the County (Department/Agency)

Date 6/12/02

By: [Signature]
County Administrative Office

Distribution:

Board of Supervisors - White
Auditor Controller - Canary
Auditor-Controller - Pink
Department - Gold

State of California
County of Santa Cruz

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 Office by an order duly entered in the minutes of said Board on 20

14 ADM - 29 (8/01)
Title I, Section 300 Proc Man

By: Deputy Clerk

AUDITOR-CONTROLLER USE ONLY

CO	\$					
Document No.	JE Amount	Lines	H/TL	Keyed By	Date	
TC110	\$					
Auditor Description	Amount	Index	Sub object	User Code		

FIRST AMENDMENT TO SUBLEASE

.ThisFirst Amendment to Sublease Agreement dated **May 24, 2002** (for reference purposes only) is made and entered into by and between DSL.Net, Inc. a Delaware Corporation, (hereinafter called "Sublessor") and the County of Santa Cruz (hereinafter called "Sublessee"). Sublessee currently occupies and leases 320 and 324 Encinal Street, Santa Cruz, California ("the Premises"), under two separate Sublease agreements dated September 28, 2001 ("Standard Subleases") executed between Sublessee, Sublessor and Lessor.

RECITALS

Sublessee has determined that they will need to occupy the Premises for an additional three (3) month period. A modification of the option periods under Additional Provisions sections (12) of both Subleases has been requested along with notice to effect an Option to Extend thru the modified option period for the Premises. Combined Base Rent for both Sublease Agreements is \$40,500.00 per month.

NOW WHEREFORE, the parties hereto agree as follows:

1. Section 12 (Additional Provisions) of both Sublease Agreements are modified as to the length of the Option Periods and notice is given for the first modified option period upon execution of this Addendum. The second sentence of Section 12. of both agreements (Additional Provisions) is modified to read: Each option shall be for three (3) months.

2. Notice is hereby given to effect an Option to Extend (First Option Period) thru March 31, 2003 for both 320 and 324 Encinal Street, the Premises.

3. Except as otherwise provided, the Sublease agreements shall remain unchanged and in full force in effect. In the event of any conflict or inconsistency between this Amendment and the Sublease agreements, the provisions of this Amendment shall control.

In WITNESS WHEREOF, the parties have executed this Lease
as of the _____ day of _____, 2002.

Sublessee:
County of Santa Cruz

Sublessor:
DSL.Net, Inc.

By _____
County Administrative Office

By Stephen Zamansky
Stephen Zamansky,
VP & General Counsel

Approved as to Form:

Samuel Fyfe
Assistant County Counsel

5/24/02
Date

Recommended for Approval:

Scott Loichinger
Scott Loichinger, Chief
Real Property Division

5/24/02
Date

EncinalAddendum.#1.wpd

COUNTY OF SANTA CRUZ

REQUEST FOR APPROVAL OF AGREEMENT

TO: Board of Supervisors
County Administrative Office
Auditor Controller

FROM: General Services (Department)
BY: [Signature] (Signature) 6-7-02 (Date)
Signature certifies that appropriations/revenues are available

AGREEMENT TYPE (Check One)

Expenditure Agreement ☒

Revenue Agreement ☐

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

1. Said agreement is between the County of Santa Cruz (Department/Agency)
and Nisene Technology Group, c/o Alan Wagner, 77 Loma Ave., La Selva Beach, CA 95076 (Name/Address)

2. The agreement will provide rent for 330 Encinal Street for an extended 5 mth
period (Nov-Mar 03)

3. Period of the agreement is from October 1, 2001 to March 31, 2003

4. Anticipated Cost is \$ increase \$50,058 (\$10,011.60 per month) ☐ Fixed ☒ Monthly Rate ☐ Annual Rate ☐ Not to Exceed

Remarks: Original \$125,927.60 + \$50,058 = \$175,985.60 total

5. Detail: ☐ On Continuing Agreements List for FY - . Page CC- Contract No: OR ☐ 1st Time Agreement

☐ Section II No Board letter required, will be listed under Item 8

☐ Section III Board letter required

☐ Section IV Revenue Agreement

Contract #

#2632-01 5-029 191023/Q44006-6610

6. Appropriations/Revenues are available and are budgeted in 50,058 (Index) 363101/Q44006 3810 (Sub object)

NOTE: ☒ APPROPRIATIONS ARE SUFFICIENT, ATTACHED COMPLETED AUD-74 OR AUD-60

Appropriations are available and have been encumbered.
are not will be

Contract No: CO 2632-01 (NOV-Mar 03)

By: P. Silbaugh Date: 6-11-02

Auditor-Controller Deputy

Proposal and accounting detail reviewed and approved. It is recommended that the Board of Supervisors approve the agreement and authorize

General Services (Dept/Agency Head) to execute on behalf of the County

Date: 6/12/02

By: [Signature]
County Administrative Office

Distribution:

Board of Supervisors - White
Auditor Controller - Canary
Auditor-Controller - Pink
Department - Gold

State of California
County of Santa Cruz

I ex-officio Clerk of the Board of Supervisors of the County of Santa Cruz,
State of California, do hereby certify that the request for approval of agreement was ap-
proved by said Board of Supervisors as recommended by the County Administrative Office by an
order duly entered in the minutes of said Board on 20

ADM - 29 (8/01)

Title I, Section 300 Proc Man

By: Deputy Clerk

AUDITOR-CONTROLLER USE ONLY

CO	\$	JE Amount	Lines	H/TL	Keyed By	Date
Document No.						14
TC 10	\$					
Auditor Description		Amount		Index	Sub object	User Code

FIRST AMENDMENT TO SUBLEASE - 330 ENCINAL

This First Amendment to Sublease Agreement dated **May 30, 2002** (for reference purposes only) is made and entered into by and between PBP Limited Partnership, (hereinafter called "Lessor") and the County of Santa Cruz (hereinafter called "Sublessee"). Sublessee currently occupies and leases 330 Encinal Street, Santa Cruz, California ("the Premises"), under a Sublease agreement dated August 31, 2001 ("Standard Sublease") executed between Sublessee, Sublessor (Nisene Technology Group, Inc.) and Lessor.

RECITALS

Although the Sublessor's leasehold interest expires at the end of the existing above referenced Sublease Agreement, the Sublessee and Lessor are desirous of continuing a relationship. Sublessee has determined that they desire to occupy the Premises for an additional five (5) month period. In addition, the Sublessee, would like a three (3) month option under the Additional Provisions Section (12) of the Sublease.

NOW WHEREFORE, the parties hereto agree as follows:

1. After the expiration of the original term of the Sublease Agreement (October 31, 2002), including the return of the Security Deposit under Section 12 of the Sublease Agreement, Sublessee shall continue on for an additional five (5) month period, under the same terms and conditions of the Sublease Agreement except that all payments and notices to, and remedies of the Sublessor shall revert to the Lessor.

2. Section 12 (Additional Provisions) of the Sublease Agreement is modified to offer an Option to Extend the Sublease Agreement for an additional three (3) month period. Sublessee **is** to provide thirty (30) days written notice from expiration of this Addendum to effect an Option to Extend to Lessor. Lessor acknowledges and agrees that Sublessee shall have the right to remain in the Premises under all terms and conditions consistent with this First Addendum of the Sublease Agreement if this Option to Extend is exercised.

3. Sublessee shall deposit with Lessor \$11,000.00 as a security deposit once Sublessor returns the Security Deposit mentioned in Section 5 (Security Deposit) of the Sublease Agreement. The new deposit shall continue under the terms and conditions of Section 5 of the Sublease Agreement and this Addendum.

4. Except as otherwise provided, the Sublease Agreement shall remain unchanged and in full force and effect. In the event

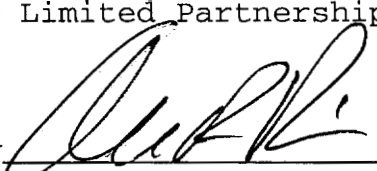
of any conflict or inconsistency between this Amendment and the Sublease Agreement, and the Master Lease Agreement, the provisions of this Amendment shall control.

In WITNESS WHEREOF, the parties have executed this Addendum to Sublease as of the ____ day of _____, 2002.

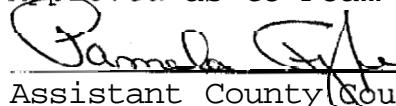
Sublessee:
County of Santa Cruz

Lessor:
PBP Limited Partnership

By _____
Scott Loichinger, Chief
Real Property Division

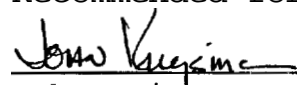
By  _____
Alan R. Pinn
General Partner

Approved as to Form:

 _____
Assistant County Counsel

5/30/02
Date

Recommended for Approval:

 _____
John Kriegsman, SR/WA
Real Property Division

5/30/02
Date

EncinalAddendum.#2.wpd

01 12

COUNTY OF SANTA CRUZ
REQUEST FOR APPROVAL OF AGREEMENT

TO: **Board of Supervisors**
county Administrative Office
Auditor Controller

FROM: General Services Department (Department)
BY: B. Cal (signature) 6-7-02 (Date)
Signature certifies that appropriations/revenues are available

AGREEMENT TYPE (Check One)

Expenditure Agreement ☒

Revenue Agreement ☐

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

1. Said agreement is between the County of Santa Cruz (Department/Agency)

and DSL.Net, Inc., P.O. Box 9705, New Haven, CT 06536, Attn: Bob Kalina (Name/Address)

2. The agreement will provide rent for 324 Encinal Street. This agreement is needed to provide lease costs for 324 Encinal Street for an extended three (3) month period. (Jan=March 03)

3. Period of the agreement is from November 1, 2001 to March 31, 2003

4. Anticipated Cost is \$ increase \$44,145 (14,715 per mo) ☐ Fixed ☒ Monthly Rate ☐ Annual Rate ☐ Not to Exceed

Remarks: original 706.010 + admendment 44,145 = 250,155 total

5. Detail: ☐ On Continuing Agreements List for FY . Page CC- Contract No: OR ☐ 1st Time Agreement

☐ Section II No Board letter required, will be listed under Item 8

☐ Section III Board letter required

☐ Section IV Revenue Agreement

Contract # ~~#2633-02 - \$22,072.50 = 191023/Q44006 6610~~
~~#2633-04 - \$22,072.50 = 363103/Q44006 3810~~

6. Appropriations/Revenues are available and are budgeted in 02 44,145 (Index) (Sub object)

NOTE: IF APPROPRIATIONS ARE INSUFFICIENT ATTACHED COMPLETED AUD-74 OR AUD-60

Appropriations are available and have been encumbered.
are not available and will be encumbered.

Contract No: C022633-02 (for Jan-Mar 03)

By: P. S. Williams Date: 6-11-02
Auditor-Controller Deputy

Augments by C012633-02 formerly in 191023
Proposal and accounting detail reviewed and approved. It is recommended that the Board of Supervisors approve the agreement and authorize

Genl Services (Dept/Agency Head) to execute on behalf of the County

6/12/02 (Date) By: [Signature] (Department/Agency)
County Administrative Office

Distribution:

Board of Supervisors - White
Auditor Controller - Canary
Auditor-Controller - Pink
Department - Gold

State of California
County of Santa Cruz

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 Office by an order duly entered in the minutes of said Board on 20

ADM - 29 (8/01)

Title I, Section 300 Proc Man

By: Deputy Clerk

AUDITOR-CONTROLLER USE ONLY

CO	Document No	JE Amount	Lines	H/TL	Keyed By	Date
TC110	14					
	Auditor Description	Amount	Index	Sub object	User Code	

FIRST AMENDMENT TO SUBLEASE

This First Amendment to Sublease Agreement dated **May 24, 2002** (for reference purposes only) is made and entered into by and between DSL.Net, Inc. a Delaware Corporation, (hereinafter called "Sublessor") and the County of Santa Cruz (hereinafter called "Sublessee"). Sublessee currently occupies and leases 320 and 324 Encinal Street, Santa Cruz, California ("the Premises"), under two separate Sublease agreements dated September 28, 2001 ("Standard Subleases") executed between Sublessee, Sublessor and Lessor.

RECITALS

Sublessee has determined that they will need to occupy the Premises for an additional three (3) month period. A modification of the option periods under Additional Provisions sections (12) of both Subleases has been requested along with notice to effect an Option to Extend thru the modified option period for the Premises. Combined Base Rent for both Sublease Agreements is \$40,500.00 per month.

NOW WHEREFORE, the parties hereto agree as follows:

1. Section 12 (Additional Provisions) of both Sublease Agreements are modified as to the length of the Option Periods and notice is given for the first modified option period upon execution of this Addendum. The second sentence of Section 12. of both agreements (Additional Provisions) is modified to read: Each option shall be for three (3) months.
2. Notice is hereby given to effect an Option to Extend (First Option Period) thru March 31, 2003 for both 320 and 324 Encinal Street, the Premises.
3. Except as otherwise provided, the Sublease agreements shall remain unchanged and in full force in effect. In the event of any conflict or inconsistency between this Amendment and the Sublease agreements, the provisions of this Amendment shall control.

In WITNESS WHEREOF, the parties have executed this ~~Lease~~
as of the ____ day of _____, 2002.

Sublessee:
County of ~~Santa~~ Cruz

Sublessor:
DSL.Net, Inc.

By _____
County Administrative Office

By Stephen Zamansky
Stephen Zamansky,
VP & General Counsel

Approved as to Form:

Samuel Fyle
Assistant County Counsel

5/24/02
Date

Recommended for Approval:

Scott Loichinger
Scott Loichinger, Chief
Real Property Division

5/24/02
Date

EncinalAddendum.#1.wpd