



**County of Santa Cruz Board of Supervisors
Agenda Item Submittal**

From: DPW: Capital Projects Division
(831) 454-2160

Meeting Date: April 24, 2018

Recommended Actions

1. Approve the attached Independent Contractor Agreement with Noll & Tam, Architects for consultant services in the not-to-exceed amount of \$148,738 for the Live Oak Library Annex project at Simpkins Swim and Community Center; and
2. Authorize the Interim Director of Public Works to sign the agreement on behalf of the County.

Executive Summary

The Santa Cruz County Departments of Public Works, and Parks, Open Space and Cultural Services are requesting approval of an Independent Contractor Agreement (ICA) with Noll & Tam Architects to prepare a building evaluation, conceptual design and implementation plan for the Live Oak Library Annex project at Simpkins Swim and Community Center.

Background

The Board has taken a number of previous actions regarding the Live Oak Library Annex project. On January 24, 2017, the Board approved \$5 million from the County's Measure S library allocation for improvements at the Live Oak Library and a new Live Oak Library Annex. On October 24, 2017, the Board approved a concept and location for a Live Oak Library Annex and directed staff to prepare a Request for Qualifications for design consultant services. More recently, on December 12, 2017, the Board approved a Request for Qualifications (RFQ) for architectural-engineering services for the design of the project and directed the Department of Public Works to return with a recommendation for award of contract.

The concept for the Live Oak Library Annex project is to provide Live Oak residents of all ages access to library technology, materials and learning spaces in a central location. A new learning center-library annex at the Simpkins Swim and Community Center could include space for both small groups and individuals for reading and conversation; access to technology and library materials; a classroom program space for story time, meetings, training and classes; small group study rooms; access to a flexible outdoor space for gatherings, performances and other classes; places for regular visits of the book mobile and bike mobile; connection to fiber optic lines; expanded parking as needed; as well as other site improvements to enhance the physical connection between adjacent facilities. It is anticipated that these improvements would require the construction of a new addition to the existing building and some renovation of existing facilities at Simpkins Swim and Community Center. It has also been proposed that a feasibility study for the library annex include

consideration of other non-Measure S funded upgrades to Simpkins Swim and Community Center including an enterprise kitchen in the existing commercial kitchen, perhaps operated by the Boys and Girls Club; a small indoor and/or outdoor café space; a child care center; a room for exercise equipment; covering the warm water pool; as well as covering the Boys and Girls Club basketball court.

Analysis

The RFQ was released on December 12, 2017. The County received responses from seven well qualified firms. A selection committee comprised of County staff as well as Santa Cruz Public Libraries staff evaluated and ranked the consultant proposals using the selection criteria in the RFQ. Four firms were shortlisted to interview. Interviews were conducted on February 14 and 15, 2018, and Noll & Tam Architects was selected as the firm best qualified to perform the requested services. Noll & Tam Architects has extensive library experience including co-locating library services with other community facilities.

The RFQ included a proposed scope of work for two phases of design for the Live Oak Library Annex project. The attached ICA includes a scope of work for Phase One services. Phase One comprises a feasibility study including evaluation of the existing site and building conditions, review of the proposed building program, preparation of concept plans, facilitation of three community meetings, costs estimates, and an implementation plan. The Phase One fee is for the not-to-exceed amount of \$148,738.

It is anticipated that Phase One will be complete in early 2019. At the completion of Phase One, it is the intent to amend this contract to include Phase Two services for the preliminary design, permitting, final design, and construction administration of the project.

Financial Impact

The source of funding for the Live Oak Library Annex Project is the Santa Cruz Libraries Facilities Financing Authority, Measure S for Libraries and the County Library Fund. Sufficient funds are available in GL Key 191405. In addition to the Measure S funds, County Parks is contributing \$10,000 for services associated with parks related programming. Parks funds are available in GL Key 191148 -Simpkins Center 17th Avenue.

Submitted by:

Jeff Gaffney, Director of Parks, Open Spaces & Cultural Services, Marcela Tavantzis,
Interim Director of Public Works

Recommended by:

Carlos J. Palacios, County Administrative Officer

Attachments:

- a Contract 18D0250 - Noll and Tam
- b ADM29 - 18D0250
- c Scope of Services - Exhibit A

- d Fee Proposal - Exhibit B
- e Billing Rates - Exhibit C

Contract No. 18D0250

INDEPENDENT CONTRACTOR AGREEMENT
(DESIGN PROFESSIONALS)

This Contract is entered into this 24th day of April, 2018, by and between the COUNTY OF SANTA CRUZ, hereinafter called COUNTY, and Noll & Tam Architects, hereinafter called CONTRACTOR. The parties agree as follows:

1. **DUTIES.** CONTRACTOR agrees to exercise special skill, in accordance with customary and ordinary professional practices and principles accepted in the industry, to accomplish the following results: provide architectural engineering services for the County of Santa Cruz Public Works Department in relation to the Live Oak Library Annex at Simpkins Swim and Community Center Project (hereinafter "the project").

2. **COMPENSATION.** In consideration for CONTRACTOR accomplishing said result, COUNTY agrees to pay CONTRACTOR as follows: Payment not to exceed \$148,738, after receipt and project manager approval of monthly invoices based upon the amount of actual progress achieved during the preceding month.

3. **TERM.** The term of this Contract shall be: April 24, 2018 through: June 30, 2019 or project completion, whichever occurs first.

4. **DESIGN DOCUMENTS.** All design documents prepared by CONTRACTOR shall comply with applicable laws, statutes, ordinances, codes, rules and regulations. Original design drawings and specifications are the property of CONTRACTOR; however, COUNTY shall be furnished with reproductions of drawings and specifications produced pursuant to this Contract. Reproductions shall be the property of the COUNTY, which may use them without CONTRACTOR's permission for any purpose relating to the project, including construction, maintenance, repair or expansion of the work of improvement.

5. **SCHEDULE.** CONTRACTOR shall complete the project as expeditiously as is consistent with professional skill and care, and the prompt, orderly progress of the project. The total amount of compensation accounts for time necessary for review and revision of design drawings and specifications by COUNTY and other entities or authorities with jurisdiction over the project, if any, and no additional compensation shall be due for delays attributable thereto. No additional services or work made necessary, in whole or in part, by any fault or omission of CONTRACTOR to perform its duties, responsibilities or obligations under this Contract, shall be compensated as extra work.

6. **EARLY TERMINATION.** COUNTY may terminate this Contract at any time by giving thirty (30) days' written notice to the CONTRACTOR. CONTRACTOR may terminate this Contract only for cause, after providing COUNTY thirty (30) days' written notice and opportunity to cure, specifying in detail the cause for termination.

7. **INDEMNIFICATION FOR DAMAGES, TAXES AND CONTRIBUTIONS.**
To the fullest extent permitted by applicable law, CONTRACTOR shall exonerate, indemnify, defend, and hold harmless COUNTY (which for the purpose of paragraphs 7 and 8 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 to the extent they arise out of, pertain to, or relate to CONTRACTOR'S negligence, recklessness, or willful misconduct under the terms of this Agreement. Such indemnification includes any damage to the person(s), or property(ies) of CONTRACTOR and third persons. Unless this Contract falls within Section 2782.8(e) of the Civil Code: (1) in no event shall the cost to defend charged to CONTRACTOR exceed the CONTRACTOR's proportionate percentage of fault; and (2) in the event one or more defendants is unable to pay its share of defense costs due to bankruptcy or dissolution of the business, the CONTRACTOR shall meet and confer with other parties regarding unpaid defense costs.

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 Contract (including, without limitation, unemployment insurance, social security and payroll tax withholding).

8. **INSURANCE.** CONTRACTOR, at its sole cost and expense, for the full term of this Contract (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 considered in excess of CONTRACTOR'S insurance coverage and shall not contribute to it. If CONTRACTOR normally carries insurance in an amount greater than the minimum amount required by the COUNTY for this Contract, that greater amount shall become the minimum required amount of insurance for purposes of this Contract. Therefore, CONTRACTOR hereby acknowledges and agrees that any and all insurances carried by it shall be deemed liability coverage for any and all actions it performs in connection with this Contract. Insurance is to be obtained from insurers reasonably acceptable to the COUNTY.

If CONTRACTOR utilizes one or more subcontractors in the performance of this Contract, CONTRACTOR shall obtain and maintain Contractor's Protective Liability insurance as to each subcontractor or otherwise provide evidence of insurance coverage from each subcontractor equivalent to that required of CONTRACTOR in this contract, 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 be required unless 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 Contract, 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 is required unless the CONTRACTOR does not drive a vehicle in conjunction with any part of the performance of this Contract and CONTRACTOR and COUNTY both certify to this fact by initialing here ____ / ____.

(3) Comprehensive or Commercial General Liability Insurance coverage at least as broad as the most recent ISO form CG 00 01, with a minimum limit of \$1,000,000 per occurrence and \$2,000,000 aggregate, including coverage for: (a) products and completed operations; (b) bodily and personal injury, (c) broad form property damage, (d) contractual liability, and (e) cross-liability.

(4) Professional Liability Insurance in the minimum amount of \$ 2,000,000

combined single limit, if, and only if, this Subparagraph is initialed by CONTRACTOR and COUNTY CN / _____.

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B. Other Insurance Provisions

(1) If any insurance coverage required in this Contract is provided on a "Claims Made" rather than "Occurrence" form, CONTRACTOR agrees that the retroactive date thereof shall be no later than the date first written above (in the first paragraph on page 1), and that it shall maintain the required coverage for a period of three (3) years after the expiration of this Contract (hereinafter "post Contract coverage") and any extensions thereof. CONTRACTOR may maintain the required post Contract coverage by renewal or purchase of prior acts or tail coverage. This provision is contingent upon post Contract coverage being both available and reasonably affordable in relation to the coverage provided during the term of this Contract. For purposes of interpreting this requirement, a cost not exceeding 100% of the last annual policy premium during the term of this Contract in order to purchase prior acts or tail coverage for post Contract coverage shall be deemed to be reasonable.

(2) All policies of Comprehensive or Commercial General Liability Insurance shall be endorsed to cover the County of Santa Cruz, its officials, employees, agents and volunteers as additional insureds with respect to liability arising out of the work or operations and activities performed by or on behalf of CONTRACTOR, including materials, parts or equipment furnished in connection with such work or operations. Endorsements shall be at least as broad as ISO Form CG 20 10 11 85, or both CG 20 10 10 01 and CG 20 37 10 01, covering both ongoing operations and products and completed operations.

Should CONTRACTOR fail to obtain such an endorsement to any policy required hereunder, CONTRACTOR shall be responsible to provide at least thirty (30) days' notice (10 days for nonpayment of premium) of cancellation of such policy to the COUNTY as a material term of this Contract.

(3) All required insurance policies shall be endorsed to contain the following clause: "This insurance shall not be canceled until after thirty (30) days' (10 days for nonpayment of premium) prior written notice has been given to:

**Santa Cruz County
Department of Public Works
Attn: Betsey Lynberg
701 Ocean Street, Room 410
Santa Cruz, CA 95060**

Should CONTRACTOR fail to obtain such an endorsement to any policy required hereunder, CONTRACTOR shall be responsible to provide at least thirty (30) days' notice (10 days for nonpayment of premium) of cancellation of such policy to the COUNTY as a material term of this Contract.

(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 Contract with Certificates of Insurance and endorsements for all required coverages. However, failure to obtain the required documents prior to the work beginning shall not waive the CONTRACTOR's obligation to provide them. All Certificates of Insurance and endorsements shall be delivered or sent to:

**Santa Cruz County
Department of Public Works**

Attn: Betsey Lynberg
701 Ocean Street, Room 410 -
Santa Cruz, CA 95060

(5) CONTRACTOR hereby grants to COUNTY a waiver of any right of subrogation which any insurer of said CONTRACTOR may acquire against the COUNTY by virtue of the payment of any loss under such insurance. CONTRACTOR agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the COUNTY has received a waiver of subrogation endorsement from the insurer.

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

A. The CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, color, creed, religion, national origin, ancestry, physical or mental disability, medical condition (including cancer-related and genetic characteristics), 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, 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 Contract 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, creed, religion, national origin, ancestry, physical or mental disability, medical condition (including cancer-related and genetic characteristics), 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, 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) In the event of the CONTRACTOR'S non-compliance with the non-discrimination clauses of this Contract or with any of the said rules, regulations, or orders said CONTRACTOR may be declared ineligible for further contracts with the COUNTY.

(3) The CONTRACTOR shall cause the foregoing provisions of subparagraphs 9B(1) and 9B(2) to be inserted in all subcontracts for any work covered under this Contract 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.

10. 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 that indicate that CONTRACTOR is an independent contractor.

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

11. NONASSIGNMENT. CONTRACTOR shall not assign the Contract without the prior written consent of the COUNTY.

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

13. RETENTION AND AUDIT OF RECORDS. CONTRACTOR shall retain records pertinent to this Contract for a period of not less than five (5) years after final payment under this Contract 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 Contract.

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

15. ATTACHMENTS. This Contract includes the following attachments:

- Exhibit A – Scope of Work
- Exhibit B – Fee Proposal and Hourly Rates

16. LIVING WAGE. This Contract is covered under Living Wage provisions if this section is initialed by COUNTY _____.

If Item # 16 above is initialed by the COUNTY, then this Contract is subject to the provisions of Santa Cruz County Code Chapter 2.122, which requires payment of a living wage to covered employees.

Non-compliance during the term of the Contract with these Living Wage Provisions will be considered a material breach, and may result in termination of the Contract and/or pursuit of other legal or administrative remedies.

CONTRACTOR agrees to comply with Santa Cruz County Code section 2.122.140, if applicable.

17. **NON-BINDING UNTIL APPROVED.** Regardless of whether this Contract has been signed by all parties, if the total compensation identified in Paragraph 2 of this Contract is greater than \$15,000, this Contract is not binding on any party until the Contract has been approved by the Santa Cruz County Board of Supervisors.

18. **MISCELLANEOUS.** This written Contract, along with any attachments, is the full and complete integration of the parties' agreement forming the basis for this Contract. The parties agree that this written Contract supersedes any previous written or oral agreements between the parties, and any modifications to this Contract must be made in a written document signed by all parties. The unenforceability, invalidity or illegality of any provision(s) of this Contract shall not render the other provisions unenforceable, invalid or illegal. Waiver by any party of any portion of this Contract shall not constitute a waiver of any other portion thereof. Any arbitration, mediation, or litigation arising out of this Contract shall occur only in the County of Santa Cruz, notwithstanding the fact that one of the contracting parties may reside outside of the County of Santa Cruz. This Contract shall be governed by, and interpreted in accordance with, California law.

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Attachment: Contract 18D0250 - Noll and Tam (5201 : Live Oak Library Annex Consultant Contract Agreement #18D0250)

SIGNATURE PAGE

Contract No. 18D0250

INDEPENDENT CONTRACTOR AGREEMENT
(DESIGN PROFESSIONALS)

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

2. **NOLL & TAM ARCHITECTS**

4. **COUNTY OF SANTA CRUZ**

By: 
SIGNED

By: _____
SIGNED

Chris Noll, Principal
PRINTED

PRINTED

Company Name: Noll & Tam Architects

Address: 729 Heinz Avenue
Berkeley, CA 94710

Telephone: (510) 542-2200


Fax: (510) 542-2201

Email: chris.noll@nollandtam.com

3. **APPROVED AS TO INSURANCE:**

1. **APPROVED AS TO FORM:**


Risk Management


Asst. County Counsel

- DISTRIBUTION:
- Public Works
 - Parks
 - Auditor-Controller
 - Risk Management
 - Contractor

Attachment: Contract 18D0250 - Noll and Tam (5201 : Live Oak Library Annex Consultant Contract Agreement #18D0250)

Report SCZCM1000: County Form ADM-29

Contract No. 18D0250

Contractor V36229 NOLL & TAM ARCHITECTS

| | | | | |
|------------------------|------------------------|------------------------------|------------------------|--------------------------|
| Type | DP | ICA Design Professional | | |
| Manager | BETSEY | Security Code | 6110 | LIVE OAK/SOQUEL CAPITAL |
| Original Amount | Amendment Total | Current Maximum Total | Contingency Amt | Encumbrance Total |
| \$148,738.00 | \$0.00 | \$148,738.00 | \$0.00 | \$0.00 |
| Administrator | MARY ANN | CAL Sec | ORIG | Original Contract |

The Board of Supervisors is hereby requested to approve the attached agreement and authorize the execution of same. Said agreement is between the LIVE OAK/SOQUEL CAPITAL PROJEC and NOLL & TAM ARCHITECTS.

The agreement will provide CONSULTANTS LIVE OAK LIBRARY PROJECT

Period of agreement is from 4/24/2018 to 1/1/1000.

Anticipated Cost is \$148,738.00.

Appropriations/Revenues are available and are budgeted as follows:

| No | FY | Account/Description | Qty | Units | Price | Extd Amt |
|--------------------------------------|------|--------------------------------------|-----|-------|--------------|--------------|
| 1 | 2018 | GL 191405 - 86110 / JL P19525 - 6610 | 1 | EA | \$148,738.00 | \$148,738.00 |
| CONSULTANTS LIVE OAK LIBRARY PROJECT | | | | | | |

NOTE: IF APPROPRIATIONS ARE INSUFFICIENT, PREPARE AND ROUTE A COMPLETED AUD-74 OR AUD-60.

Workflow Approval History

| Time | User ID | User Name | Role | Approved As To | Status |
|-----------------------------------|---------|------------------|------------------------------|---|----------|
| 03/26/18 17:01:21 | DPW379 | Mary Ann LoBalbo | Contract Initiator | Self-Approved | Accepted |
| Note APRIL 10, 2018 | | | | | |
| 03/26/18 17:15:17 | AUD123 | Brian Howard | Departmental Manager | Appropriations Are Available | Accepted |
| 04/14/18 14:21:51 | CAO052 | Trish Daniels | County Administrative Office | Proposal and Accounting: Recommended for BOS Approval | Accepted |
| Note pending BOS approval 4/24/18 | | | | | |
| | CBD012 | Alicia Murillo | Deputy Clerk | Certification of BOS Approval of Contract | Pending |

 THIS AGREEMENT IS NOT VALID UNTIL APPROVED BY THE BOARD OF SUPERVISORS AS
 CERTIFIED BY THE CLERK OF THE BOARD

Attachment: ADM29 - 18D0250 (5201 : Live Oak Library Annex Consultant Contract Agreement #18D0250)

EXHIBIT A
 SCOPE OF WORK
 For A/E Services for the
COUNTY OF SANTA CRUZ
LIVE OAK LIBRARY ANNEX PROJECT
 At Simpkins Swim and Community Center
 March 12, 2018

PROJECT DESCRIPTION

A. Feasibility and Concept Design:

Consultant shall develop Feasibility, Concept Plans and Implementation Plan for the County of Santa Cruz, based upon the Conceptual Program Statement and scope dated December 12, 2017 provided by County of Santa Cruz Department of Public Works and stakeholder/community process.

B. Building Data

Existing Center: +/-21, 400 SF

Existing Stories: 2 Stories

Proposed Addition: +/-2,750 SF

C. Sustainable Goals

Owner/Client Goals LEED system certification Level or California Green Building Standards Tiers: Goals to be determined based on Phase 1 final plan.

D. Budget

Construction Budget: Measure S Funded Work preliminary construction budget of \$2.7 Million. Other funds for non-Measure S funded facilities to be identified.

E. Schedule:

The timeline for Phase 1 runs from mid-May to December of 2018. Meeting with stakeholders will occur approximately once per month. Anticipated schedule duration and outline shown below:

May-June:

Gather existing information, owner, regulatory agencies

Kickoff meeting (mtg 1)

Create building evaluation and reports

July-August:

Stakeholder Meeting (mtg 2)

Develop materials and approach for community meetings

September:

Develop concept design alternatives and draft narratives

Stakeholder Meeting (mtg 3)

Community Meeting #1 – (Anticipated early September)

October-November:

Create concept design alternatives and draft narratives
 Stakeholder Meeting (mtg 4)
 Prepare draft developed concept plan and implementation plan with associated cost estimate rough order of magnitude
 Community Meeting #2 – (Anticipated mid-October)
 Develop final selected concept alternative and narrative
 Stakeholder Meeting (mtg 5)

December:

Community meeting #3 - (Anticipated early December)
 Finalize Phase 1, final concept plan, implementation plan and anticipated project cost
 Develop Phase 2 Scope of Work, Fees, and Schedule
 Phase 1 Stakeholder Closeout Meeting (mtg 6)

F. Assumptions and Owner / Client Documentation to be provided:

1. Site Survey, Monument, Boundary Line and property line locations
2. Site topographic survey and Contour Map at 2' maximum intervals
3. Existing As-built documentation for current facility
4. Geotechnical Report, including soils testing and analysis

I. PRE-DESIGN / FEASIBILITY / EXISTING CONDITIONS**A. Gather and Review Existing Information, Create Base Drawings:**

1. Architect and Engineering Team task: Gather and review existing drawings, reports, studies, evaluations, and other relevant materials on the existing building. We will then create measured CAD drawings, based on as-built documents provided by Owner for use in creating concept design studies.

B. Kick-off Meeting with SCPL, Santa Cruz County Parks, and County Staff (Stakeholder group):

1. Owner / AE Team: Kick-off meeting attended by all key stakeholders and key members of the design team. Kick-off meeting to establish the goals of the project, necessary outcomes and deliverables, communications and decision-making protocols, the schedule for project process, the budget, and other important aspects of the project.

C. Building Evaluation by Architects and Engineering Consultants:

1. Architect and Engineering Team task: Evaluating all building systems, determining what is working well and what should be considered for renovation or replacement. Review of existing systems includes those that are nearing end of useful life and would be prescribed for replacement as part of a building addition and/or renovation project. AE team will compile conclusions into a building narrative report that will assist us in the conceptual planning and design.
2. Evaluate Relevant Codes and Regulations for the Project: Review existing site/building conditions and application of the 2016 California Building Code, including building accessibility components. Review Federal, State and County planning/code overlays for the existing site and report considerations for concept planning and land regulation. Review to include riparian

protection zones, zoning regulations, storm water management requirements, and current parking quantities.

D. Program Review:

1. Owner and Architect Task: Review owner provided program in relation to the project scope, schedule, and budget, and make recommendations for revisions that best suit the needs of the stakeholders. Scope components developed in Phase 1 may not all fall within available funding sources, but will be provided as a long-term plan for improvements to the facility.

E. Develop Three (3) Project Concepts:

1. Development of design alternatives that address the stakeholder and community goals for the project. Concepts will consider, building additions, reconfiguring existing internal spaces for greater efficiency and better wayfinding, reutilizing existing spaces for alternative uses, and addressing deferred maintenance issues. Study will demonstrate how the revised building could connect to adjacent facilities and features like the school, Boys & Girls Club, rail-trail, and state park. Each project concept will include:
 - a. Site Plan
 - b. Floor Plans
 - c. Conceptual building elevations and/or concept visualizations to describe approach.
2. Anticipated Project Cost Estimate: Development of a rough order of magnitude (ROM) cost estimate for each of three (3) project concept.

F. Community Meetings:

Proposal includes three (3) community focused meetings to engage public participation and facilitate communication of project approach, goals and concept designs. Architect to work with Owner to establish meeting agendas and content. Owner to provide direction for a public outreach program. Noll & Tam to provide graphics for community outreach program, including email announcement, postcard and format to allow "poster" size printing for three (3) community meetings. County of Santa Cruz to provide Spanish translation material for community meeting content.

1. Community Meeting #1: Visioning and Needs workshop
2. Community Meeting #2: Presentation of three (3) project concepts and pros and cons review
3. Community Meeting #3: Presentation of preferred concept plan, project overview and schedule

G. Final Developed Concept Plan and total Project budget:

1. With input from the stakeholders group, and Community process, a final preferred concept approach will be developed. Materials will be assembled to produce a Final Developed Concept Plan for review and approval. The package will include:
 - a. Site Plan
 - b. Floor Plans
 - c. Sections and Elevations as needed
 - d. Building system narratives
 - e. Reference Images
 - f. Reports
 - g. Selected interior and exterior conceptual visualizations to convey project design intent

2. Project Cost Estimate for the final selected alternative. Costs will be organized to separate library annex costs from other community center upgrade costs, maintenance approach and additional proposed project scope.
3. Total project budget to include construction estimated costs, design/engineering fees, approvals fees and furniture, fixtures and equipment estimates.

H. Implementation Plan

1. A final implementation plan will be developed to describe how the scope described in the concept plan can be phased to allow the existing facility to continue operations. The implementation plan will serve as a guide for the continuation of the process into Phase 2 of the project. Implementation plan to include:
 - a. Phase planning for development of the Library annex project and phase planning for concurrent or future development projects of the swim center facility.
 - b. Implementation plan to address potential for project phases to be delivered through separate construction processes.

I. Meetings

In order to accomplish this work and review it appropriately with staff, stakeholders, and the community, we propose the following number of meetings for Phase 1. Additional meetings, if requested, will be considered an Additional Services.

Stakeholder Meetings (6 total):

- 1 Kickoff meeting
- 4 progress review meetings
- 1 Phase Completion Meeting

Community Meetings (3 total):

- 1 Project Visioning and Needs Meeting
- 1 Present / Review three (3) project concepts
- 1 Presentation meeting of final concept and implementation plan

J. **Deliverables:** Materials are noted above in individual sections.

K. **Additional Services Not Included in Phase 1 as described above:**

- a. 3d Visual Renderings: Publication quality visualizations
- b. Physical project models
- c. Life cycle cost analysis (LCCA). Consultant will advise on anticipated life of service for building systems and materials.
- d. Fundraising and Donor Recognition: Assistance with fundraising or grant applications, and the preparation of any donor recognition materials may be provided as an additional service.
- e. Any services not specifically described above.

L. **Exclusions:**

- a. Consultant shall not be responsible for reviewing, summarizing or providing reports for materials considered Hazardous by Federal or State regulations.

- b. Consultant shall not be responsible for the preparation of California Environmental Quality Act (CEQA) documentation, but will provide architectural project materials to support CEQA entitlement process

EXHIBIT B
Live Oak Library Annex Project

Santa Cruz, CA
 March 12, 2018

**FEE PROPOSAL FOR BUILDING EVALUATION
 AND CONCEPTUAL DESIGN**

| | | TOTALS |
|--------------------------------|-------------------------------|------------------|
| Basic Service | Consultant | |
| Architectural Services | Noll & Tam | \$102,780 |
| Structural Engineering | IDA | \$3,905 |
| MEP Engineering | Syska Hennessy | \$7,700 |
| Landscape Architecture | Joni L Janecki and Associates | \$12,953 |
| Cost Estimating | TBD Consultants | \$9,900 |
| Subtotal Basic Services | | \$137,238 |
| Additional Services | | \$10,000 |
| Reimbursable Expense Allowance | | \$1,500 |
| Total Not to Exceed Fee | | \$148,738 |

Fee notes:

1. Consultant Fee Adjustment: With written authorization from the County of Santa Cruz project manager assigned to the Live Oak Annex project, Noll & Tam Architects can adjust fee distribution between their sub-consultants within the total not to exceed fee proposed.
2. Consultant Additional Service fees: With written authorization from the County of Santa Cruz project manager assigned to the Live Oak Annex project, Noll & Tam Architects can provide additional services as requested within a not exceed fee amount of \$10,000.
3. Consultant services will be billed as a percentage of work completed.

Estimated Billing Schedule 2018

April - 10%, May - 30%, June - 40%
 July - 50%, August - 60%, September - 80%
 October - 95%, November - 100%

Attachment: Fee Proposal - Exhibit B (5201 : Live Oak Library Annex Consultant Contract Agreement #18D0250)



January 1, 2018

2018 SCHEDULE OF BILLING RATES
Noll & Tam Architects

Professional Billing Rates:

| | |
|-----------------------------|---------------|
| Principal | \$180 - \$220 |
| Associate Principal | \$175 - \$185 |
| Project Architect / Manager | \$165 - \$175 |
| Job Captain | \$155 - \$165 |
| Designer | \$130 - \$150 |
| Project Assistant | \$105 - \$110 |

Reimbursable Expenses

Reproduction, travel outside the Bay Area, renderings, computer models, physical models, postage, messengers, and other usual expenses will be billed at 1.15 times actual cost.

011018

Attachment: Billing Rates - Exhibit C (5201 : Live Oak Library Annex Consultant Contract Agreement #18D0250)



Billing Rates

Effective January 2018 Billing Period

| | | |
|---------------------------------|---------------------|----------|
| Principal | \$225.00 | per hour |
| Associate / Structural Engineer | \$180.00 | per hour |
| Senior Structural Engineer | \$180.00 | per hour |
| Structural Engineer | \$150.00 - \$180.00 | per hour |
| Civil Engineer | \$125.00 - \$160.00 | per hour |
| Structural Designer | \$110.00 - \$150.00 | per hour |
| Senior CAD/Revit Operator | \$110.00 - \$125.00 | per hour |
| CAD/Revit Operator | \$95.00 - \$115.00 | per hour |
| Administrative Staff | \$75.00 - \$100.00 | per hour |

JONI L. JANECKI
& ASSOCIATES

JONI L. JANECKI & ASSOCIATES, INC.
LANDSCAPE ARCHITECTS

2018 HOURLY FEE SCHEDULE

*(Rates are subject to change on an annual basis and
will be issued as an addendum to this agreement)*

| | |
|-------------------------------|--------------|
| President | \$225.00/hr. |
| Senior Associate | \$140.00/hr. |
| Landscape Architect | \$130.00/hr. |
| Designer/Project Manager | \$120.00/hr. |
| Draftsperson | \$110.00/hr. |
| Design Assistant | \$ 95.00/hr. |
| Clerical/Office Administrator | \$ 80.00/hr. |

515 SWIFT ST. SANTA CRUZ, CA 95060

PHONE 831.423.6040 | FAX 831.423.6054

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California Landscape Architect License 3763

BILLING RATES

2018 HOURLY RATES

| TITLE - CATEGORY | RATE PER HOUR (\$) |
|---|--------------------|
| Principal in Charge | \$305 |
| Project Manager | \$250 |
| Project Engineer/Supervising Engineer | \$250 |
| Supervising Designer | \$220 |
| Senior Technology Engineer | \$200 |
| Senior Engineer | \$200 |
| Senior Designer | \$190 |
| Engineer | \$180 |
| Revit Project Coordinator | \$170 |
| Sustainability Specialist | \$220 |
| Designer | \$160 |
| CAD Specialist | \$130 |
| Engineering Aide or Project Administrator | \$90 |

Hourly billing rates are defined as the direct salaries of all personnel engaged on the project and the portion of the cost of their mandated and customary contributions and benefits related thereto, such as employment taxes, other employee benefits (insurance, sick leave, holidays, vacations, pensions), and similar contributions and benefits, plus overhead and profit.

The above rates are applicable through December 31, 2018. We would anticipate an average increase in technical salary cost (and therefore Hourly Billing rates) of approximately five percent (5%) per annum.

The reimbursable expense mark-up billing rate for Syska Hennessy Group is 10% unless negotiated into a lump sum fee. In that case, the 10% rate will be waived.



SYSKA HENNESSY
GROUP



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Fee Schedule 2018

| <u>Hourly Billing Rates for 2018</u> | Per Hour |
|--|-----------------|
| Principal | \$220 |
| Project Manager | \$190 |
| Senior Estimator / MEP Estimator | \$180 |
| Senior Project Controller / Senior Scheduler | \$180 |
| Estimator / Scheduler / Project Controller | \$175 |
| Assistant Estimator / Assistant Project Controller | \$140 |
| Administrative / Technical Support | \$90 |

Travel

Above rates include travel costs within the immediate area, any travel required outside the Local Area is excluded and will be billed at cost plus 10%.

Reimbursable Expenses

The above rates include for production and distribution of all requested documentation.

Expenses such as drawing reproduction, courier services, special mailing services (Federal Express, Express Mail etc.), and other abnormal costs are excluded and will be billed at cost plus 10% administration.