# SANTA CRUZ COUNTY
# BOARD OF SUPERVISORS INDEX SHEET

**Creation Date:** 6/17/09

**Source Code:** REDXX

**Agenda Date:** 6/23/09

**INVENUM:** 62761

**Resolution(s):**

**Ordinance(s):**

**Contract(s):**

**Continue Date(s):**

**Index:** --Letter of the Redevelopment Agency Administrator , dated June 11, 2009
--ADM-29 Request for Approval of Agreement
--Independent Contractor Agreement

**Item: 67.** AS THE BOARD OF DIRECTORS OF THE SANTA CRUZ COUNTY REDEVELOPMENT AGENCY, APPROVED an agreement with Gilbane Construction Company in the amount of $261,206 for construction project management services for the Live Oak Resource Center Project, and approved related action, as recommended by the Redevelopment Agency Administrator

# County of Santa Cruz

**REDEVELOPMENT AGENCY**

701 OCEAN STREET, ROOM 510, SANTA CRUZ, CA 95060-4073

(831) 454-2280 FAX: (831) 454-3420 TDD: (831) 454-2123

BETSEY LYNBERG, AGENCY ADMINISTRATOR

APPROVED AND FILED
BOARD OF SUPERVISORS
DATE: June 23, 2009
COUNTY OF SANTA CRUZ
SUSAN A. MAURIELLO
EX-OFFICIO CLERK OF THE BOARD
BY: Sharon Mitchell DEPUTY

June 11,2009

Agenda: June 23,2009

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

**Agreement for Construction Project Management Services**
**for the**
**Live Oak Resource Center Project**

Dear Members of the Board:

On February 2, 2009, your Board conducted a public hearing and approved a resolution authorizing the use of public funds for the construction of the Live Oak Resource Center. The design of the building is complete and the General Services Department is ready to begin the next phase of the work, taking the project to bid. Elsewhere on today's agenda, the General Services Department is asking your Board, acting as the Board of Supervisors, to authorize the advertising of the plans and specifications for bid. The purpose of this letter is to request approval for a new contract to provide construction project management and related services.

**Background**

As your Board will recall, the Live Oak Resource Center is proposed to house the Live Oak Family Resource Center and the Volunteer Center of Santa Cruz County. These groups have come together to seek donations required to establish a capital reserve fund to maintain this facility, and ground breaking is anticipated in the late summer or early fall. A development permit has been issued, the property has been acquired from the Live Oak School District, and the plans are being reviewed for issuance of a building permit.

To help secure the best construction management services ten firms were invited to submit statements of qualifications focused on, among other things, knowledge in general construction management practices, techniques of various trades, LEED certification requirements, availability and responsiveness of local staff, and reliable tracking of and response to documents. Four firms submitted their qualifications for consideration, and Gilbane Construction Company was selected as the firm most able to deliver the combination of desired results. Gilbane has also demonstrated their ability with the services provided to the County Administrative Office during the construction of the Animal Services Facility Project.

**Scope of Services**

The attached proposed contract covers services beginning with an objective review of the plans and schedules presented by bidders, through overall construction administration and monitoring with regular on-site presence for the duration of construction, concluding with the project close-out phase. We anticipate construction to begin this summer and to be complete next summer.

The fee for this service is $261,206. Sufficient funds are available in the Agency's current year budget.

**Recommendation**

This new facility will provide a home for non-profit human services organizations serving the Live Oak area residents, dependably housed in a County building, with no on-going maintenance costs for the County. The regular management of construction will allow for a smooth construction process, helping to verify delivery of all required construction and LEED deliverables, minimizing disruption to the neighborhood, and adherence to the construction schedule.

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

1. Approve the attached independent Contractor's Agreement with Gilbane Construction Company in an amount not-to-exceed $261,206; and

3. Authorize the Redevelopment Agency Administrator to sign the contract on behalf of the Agency.

Very truly yours,

Betsey Lynberg
Redevelopment Agency Administrator
BL:rlh

RECOMMENDED:

Susan A. Mauriello
Redevelopment Agency Executive Director

Attachments
cc: RDA
Auditor - Controller

# COUNTY OF SANTA CRUZ
## REQUEST FOR APPROVAL OF AGREEMENT

TO: Board of Supervisors
County Administrative Office
Auditor Controller

FROM: REDEVELOPMENT AGENCY (Department)

BY: [signature] (Signature) 6/10/09 (Date)
Signature certifies that appropriations/revenues are available

AGREEMENT TYPE (Check One) Expenditure Agreement XX 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 REDEVELOPMENT AGENCY (Department/Agency)
and Gilbane Building Company, 1798 Technology Dr. #120, San Jose, CA 95110 (408)660-4400 (Name/Address)
2. The agreement will provide Construction Project Management Services for the Live Oak Resource Center
3. Period of the agreement k from June 23. 2009 to June 30, 2011
4. Anticipated Cost is $ $261,206 .00 ☐ Fixed ☐ Monthly Rate ☐ Annual Rate XX Not to Exceed
Remarks: [redacted].
5. Detail: ☐ On Continuing Agreements List for FY - . Page CC- Contract No: OK XX 1st Time Agreement
☐ Section II No Board letter required, will be listed under Item 8
☐ Section III Board letter required
a Section IV Revenue Agreement
6. Appropriations/Revenues are available and are budgeted in 611215 (Index) 9842 (Sub object)

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

Appropriations (are) / are not avaibbkand have been / (will be) encumbered.

Contract No: CT 83779
By: R Harrison Date: 6/10/09
Auditor-Controller Deputy

Proposal and accounting detail reviewed and *approved.* It is recommended that the Board of Supervisors approve the agreement and authorize REDEVELOPMENT AGENCY ADMINISTRATOR (Dept/Agency Head) to execute on behalf of the COUNTY OF SANTA CRUZ REDEVELOPMENT AGENCY (Department/Agency)

Date: 6/12/09 By: [signature]
County Administrative Office

Distribution:
Board of Supervisors - White
Auditor Controller -
Auditor-Controller - Pink
Department - Cold

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

State of California
County of Santa Cruz
I Susan A. Mauriello 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 June 23 2009

By: Deputy Clerk Sharon Mitchell

AUDITOR-CONTROLLER USE ONLY

CO. $ 67
Document No. JE Amount Lines H/TL Keyed By Date

TC110 $

Attachment 1

Contract No. 83779

# INDEPENDENT CONTRACTOR AGREEMENT

THIS CONTRACT is entered into this 23rd day of June, 2009, by and between the COUNTY OF SANTA CRUZ REDEVELOPMENT AGENCY, hereinafter called AGENCY, and GILBANE BUILDING COMPANY, hereinafter called CONTRACTOR. The parties agree as follows:

1. DUTIES. CONTRACTOR agrees to exercise special skill to provide Construction Project Management Services at the Live *Oak* Resource Center on 17th Avenue, near the corner of Capitola Road at APN 029-10-143 as described in Exhibit A, "Scope of Work".

2. COMPENSATION. In consideration for CONTRACTOR accomplishing said result, AGENCY agrees to pay CONTRACTOR as described in Exhibit A, "Scope of Work and cost of service." Payment is not to exceed $261,206. Invoices will be processed for payment upon receipt and approval of project manager.

3. TERM. The term of this contract shall be June 23,2009 through June 30,2011.

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 AGENCY and the COUNTY OF SANTA CRUZ (hereinafter called COUNTY) (which for the purpose of paragraphs 5 and 6 shall include, without limitation, their officers, agents, employees and volunteers) from and against:

**A.** Any and all claims, demands, losses, damages, defense costs, or liability of any kind or nature which COUNTY or AGENCY may sustain or incur or which may be imposed upon it for injury to or death of persons, or damage to property as a result of, arising out of, or in any manner connected with the CONTRACTOR'S performance under the terms of this Contract, excepting any liability arising out of the sole negligence of the COUNTY or AGENCY. 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 Contract (including, without limitation, unemployment insurance, social security and payroll tax withholding).

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6. 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 AGENCY and COUNTY, and any insurance or self-insurance maintained by AGENCY or 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.

If CONTRACTOR utilizes one or more subcontractors in the performance of this Contract, 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 Contract, unless CONTRACTOR and AGENCY both initial here _____/_____

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

(1) Worker's Compensation in the minimum statutorily required coverage amounts. This insurance coverage shall 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 AGENCY both certify to this fact by initialing here _____/_____

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

(4) Professional Liability Insurance in the minimum amount of $_____ combined single limit, if, and only if, this Subparagraph is initialed by CONTRACTOR and AGENCY _____/_____

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

"The County of Santa Cruz, and The County of Santa Cruz Redevelopment Agency, their officials, employees, agents and volunteers are added as additional insureds as respects the operations and activities of, and on behalf of, the named insured's performance under its/his/her/their contract with the County of Santa Cruz and The County of Santa Cruz Redevelopment Agency."

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

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

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

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

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

7. EQUAL EMPLOYMENT OPPORTUNITY. During and in relation to the performance of this Contract, 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, 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, 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, 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 7B(1) and 7B(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.

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

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

SECONDARY FACTORS: (a) The extent of control which, by agreement, AGENCY may exercise over the details of the work is slight rather than substantial; (b) CONTRACTOR is engaged in a distinct occupation or business; (c) In the locality, the work to be done by CONTRACTOR is usually done by a specialist without supervision, rather than under the direction of an employer; (d) The skill required in the particular occupation is substantial rather than slight; (e) The CONTRACTOR rather than the AGENCY supplies the instrumentalities, tools and work place; (f) The length of time for which CONTRACTOR is engaged is of limited duration rather than indefinite; (g) The method of payment of CONTRACTOR is by the job rather than by the time; (h) The work is part of a special or permissive activity, program, or project, rather than part of the regular business of AGENCY; (i) CONTRACTOR and AGENCY believe they are creating an independent contractor relationship rather than an employer-employee relationship; and (j) The AGENCY conducts public business.

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

**9.** NONASSIGNMENT. CONTRACTOR shall not assign the Contract without the prior written consent of the AGENCY.

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

11. 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 AGENCY, whichever occurs first. CONTRACTOR hereby agrees to be subject to the examination and audit by the Santa Cruz County Auditor-Controller, the Auditor General of the State of California, or the designee of either for a period of five *(5)* years after final payment under this Contract.

12. 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.

13. ATTACHMENTS. This Contract includes the following attachments:

Exhibit A, Scope of Work and Cost of Services
Exhibit B, Hourly Rate Schedule
Exhibit C, Sample Invoice

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

If Item #14 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. Noncompliance 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.

16. 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. 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.

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

COUNTY OF SANTA CRUZ

By: _____
Betsey Lynberg,
Redevelopment Agency Administrator

Date June 23, 2009

Address: Gilbane Building Company
Northern California District
1798 Technology Drive, Suite 120
San Jose, CA 95110
Telephone: (408) 660-4400

APPROVED FOR INSURANCE:

By: Janet McKinley 6-10-09
Risk Management

APPROVED **AS** TO FORM:

By: Mari Costa 6-10-09
Assistant County Counsel

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

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GILBANE BUILDING COMPANY

By: _____
Name: Andrew R. Faber
Title: SVP, Regional Manager, WRO

Date: June 10, 2009

Address: Gilbane Building Company
Northern California District
1798 Technology Drive, Suite 120
San Jose, CA 95110
Telephone: (408) 660-4400

APPROVED FOR INSURANCE:

By: _____
Risk Management

APPROVED AS TO FORM:

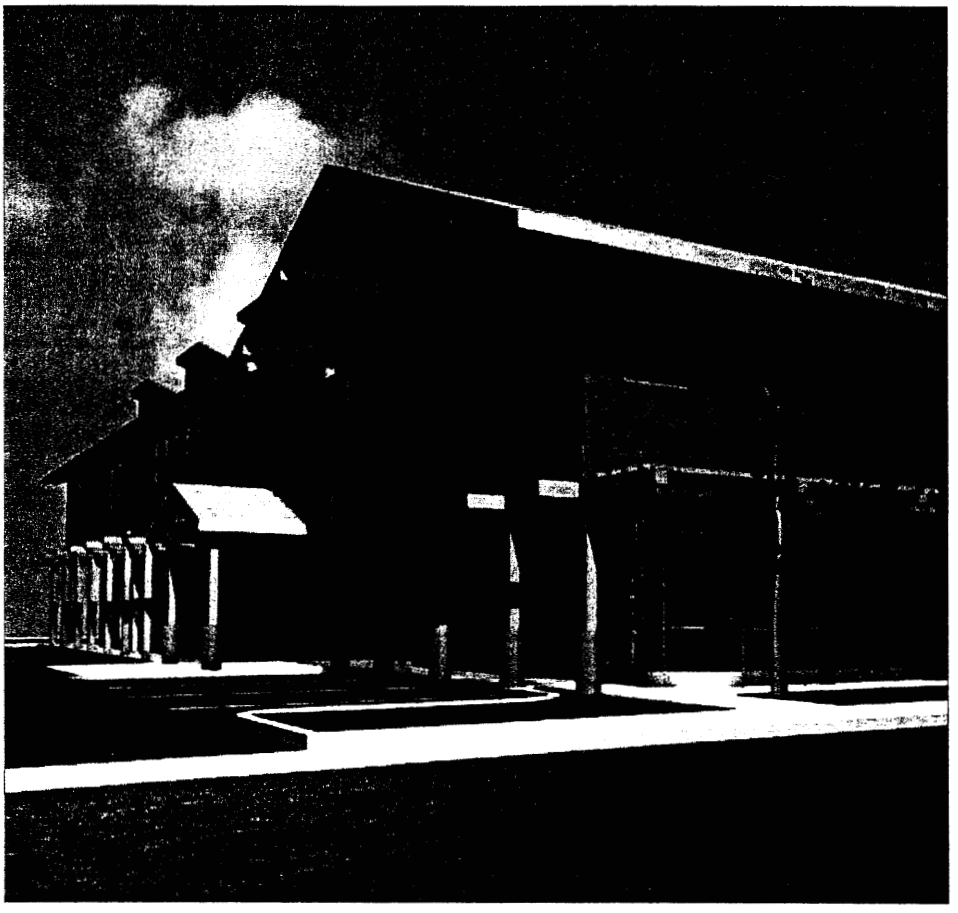
By: _____
Assistant County Counsel

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

# EXHIBIT A

# SCOPE OF WORK
# And
# COST OF SERVICES

Gilbane **Building Company**



# Cost Proposal

## LIVE OAK RESOURCE CENTER

**County of Santa Cruz Redevelopment Agency**
Live Oak Resource Center Project

SANTA CRUZ, CALIFORNIA

**June *8, 2009***

**BASIC SERVICES**

**DESIGN,** BID & AWARD PHASE SERVICES

**Construction Documents Preparation & Bidding**

1. 90% CD plan review including constructability review and Interdisciplinary Coordination (IDC)
2. Summary Level Master Schedule for development of Contractor Milestones
3. Assist with bid process
   a. Front End review including Lesson's Learned on Animal Center Front Ends
   b. Provide guidance on "Post-qualification Process"
   c. Provide recommendations on Alternates
   d. Provide recommendations for a site-utilization plan to be incorporated into the bid documents including analysis of off-site storage and lay-down areas.
4. Coordinate pre-bid conference
5. Bid evaluation
6. Coordinate pre-construction conference (post-award)
7. County staff augmentation: half-time pre-construction manager from July 6th to construction notice to proceed on or about October 5th, 2009.

Hours of Level of Effort for Construction Document Bid & Award Phase are as follows. Please note that these hours are based on the following assumptions:

**Bid & Award Phase: 3 months (July 2009 to October 2009)**

| Position | Hours of Effort |
|---|---|
| Sr. Project Manager | 48 |
| Preconstruction Manager | 256 |
| Scheduling Manager | 8 |
| Plan Review (IDC) | 80 |
| TOTAL HOURS | 392 |

- **BID & AWARD PHASE COST: $37,450**

**CONSTRUCTION & CLOSE-OUT PHASE SERVICES**

**Construction Administration & Inspection**

Provide part-time staff augmentation services to assist the County's Project Manager in the performance of construction management services including the following:

1. Part-time CM support
2. Monthly monitoring reports
3. Coordination of required permits
4. Preparation of the Scope of Services for special testing firms
5. Team coordination



Gilbane Building Company | 2798 Technology Dr., Suite 120 | San Jose, CA 95110
Office: 408.660.4400 | Fax: 408.660.4402

Gilbane

6. Management of the construction contract
7. Distribution of RFI and submittal documentation
3. Field change recommendations
9. Change order review & analysis
10. Photo documentation and filing
11. Monitor as-builts
12. Monthly progress payment monitoring/recommendations
13. Project Documentation
14. Coordination of code compliance and 3rd Party inspections
15. Coordinate punch-list
16. Operating test/commissioning
17. Final walk through coordination
18. Review and recommendation of final acceptance
19. Move-in coordination

**Construction Field Office**

It is understood that field office provisions will be written in to the front-end documents and made by the selected General Contractor.

Level of Effort for Construction & Close-out Phases assume the following:

- Construction Phase: 11 months (October 2009-August 2010)
- Close-Out Phase: 1 month (September 2010)

| Position | Hours of Effort |
|---|---|
| Project Executive | No cost |
| Sr. Project Manager (Oversight) | 192 |
| On-Site Sr. Project Engineer | 1,044 |
| Safety Manager | 44 |
| Cost Control/Accounting | 48 |
| Scheduling | 48 |
| TOTAL HOURS | 1,376 |

➢ **CONSTRUCTION & CLOSE-OUT PHASE COST: $200,010**

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***SUBTOTAL FOR BASIC SERVICES: NOT-TO-EXCEED $237,460***

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**ADDITIONAL SERVICES**

Hourly consulting services, per the attached hourly rate schedule, only as authorized in advance and in writing by the Agency Project Manager.

***SUBTOTAL FOR ADDITIONAL SERVICES: NOT-TO-EXCEED $23,746***

Gilbane

*Please note that our proposed cost of services includes personnel costs (salary, fringes), overhead, profit, general & excess liability insurance, and escalation through 12/31/10. Annual escalation of a minimum of 3% and a maximum of 6% based on the CPI index for the SF Bay Area will apply thereafter.*

| | |
|---|---|
| ***TOTAL NOT-TO-EXCEED FEE FOR BASIC & ADDITIONAL SERVICES*** | ***$2611,206*** |

| **Position** | **Hourly Rates for Additional Services** 1 |
|---|---|
| Principal-in-Charge | No Charge |
| Sr. Project Manager | 173 |
| Preconstruction Manager | 173 |
| Scheduling Manager | 173 |
| Plan Review | 162 |
| Sr. Project Engineer | 150 |
| Scheduling Manager | 173 |
| Estimating Executive | **196** |
| CSA Estimator | 127 |
| MEP Estimator | **173** |
| Accounting | **168** |
| Operations Executive | 247 |
| Safety Manager | **140** |
| Cost Engineer | **121** |
| Accounting | **168** |

**ADDITIONAL COMMENTS:**

Please note the following language with respect to Independent Contractor Agreement Item **#2**

COMPENSATION:

*All requests for payment shall be submitted to the Redevelopment Agency office, at 701 **Ocean** Street, Room 510, Santa Cruz, CA, 95060. Payment requests must include a hard copy invoice, labeled as "Invoice" on CONTRACTOR'S letterhead. Requests for payment may be submitted on an interval of thirty (30) calendar days of work completed.*

Please note the following language with respect to Independent Contractor Agreement Item **#4**

EARLY TERMINATION:

*While acknowledging that either party may terminate this agreement by providing 30 days notice, Gilbane shall be entitled to payment for services rendered **up** to the date of termination.*



Gilbane Building Company | 1798 Technology Dr., Suite 120 | San Jose, CA 95110
Office: 408.660.4400 | Fax: 408.660.4402

# EXHIBIT B

# HOURLY RATE SCHEDULE

| Position | Hourly Rates for Additional Services |
|---|---|
| Principal-in-Charge | No Charge |
| Sr. Project Manager | 173 |
| Preconstruction Manager | 173 |
| Scheduling Manager | 173 |
| Plan Review | 162 |
| Sr. Project Engineer | 150 |
| Scheduling Manager | 173 |
| Estimating Executive | 196 |
| CSA Estimator | 127 |
| MEP Estimator | 173 |
| Accounting | 168 |
| Operations Executive | 247 |
| Safety Manager | 140 |
| Cost Engineer | 121 |
| Accounting | 168 |

**ADDITIONAL COMMENTS:**

Please note the following language with respect to Independent Contractor Agreement Item #2 COMPENSATION:

*All requests for payment shall be submitted to the Redevelopment Agency office, at 701 Ocean Street, Room 510, Santa Cruz, CA, 95060. Payment requests must include a hard copy invoice, labeled as "Invoice" on CONTRACTOR'S letterhead. Requests for payment may be submitted on an interval of thirty (30) calendar days of work completed.*

Please note the following language with respect to Independent Contractor Agreement Item #4 EARLY TERMINATION:

*While acknowledging that either party may terminate this agreement by providing 30 days notice, Gilbane shall be entitled to payment for services rendered up to the date of termination.*

# EXHIBIT C

# INVOICE SAMPLE

Date

Attention: Owner/Architect, etc.

Reference: Project Info

Subject: Requisition No.. ...

Enclosed please find our request for payment on the above-referenced project for services rendered in the amount of _____

Please remit to the following:

***Wire Transfers:***

Gilbane Building Company
Bank of America
111 Westminster Street
Providence, RI 02903
Account No. 0105301627
**ABA** No. 0260-0959-3

***ACH Transmissions:***

Gilbane Building Company
Bank of America
111 Westminster Street
Providence, RI 02903
Account No. 0105301627
ABA No. 011500010

***Check Payments:***

Gilbane Building Company
7 Jackson Walkway
Providence, RI 02903
Attn: Richard R. Roy

GILBANE BUILDING COMPANY

<<PROJECT NAME>>

Invoice No. XX

Contract No. XXXXX

COUNTY OF SANTA CRUZ PROJECT NO.: XXXX

DATE: thru

| scriptions | Scheduled Value | Previously Billed | Current Billing | Total Billings To Date | % Complete | Balance Remaining | Payments Received | Balance Currently Due |
|---|---|---|---|---|---|---|---|---|
| **nstruction Management Service** | | | | | | | | |
| **sign Phase** | | | | | | | | |
| **hedule Development** | | | 0 | 0 | #DIV/0! | 0 | | |
| Design Phase Schedule | | | | | | | | |
| Interactive Planning Session (IPS) | | | | | | | | |
| **nstructability & Abbreviated Code Review** | | | 0 | 0 | #DIV/0! | 0 | | |
| **heck (Review) Estimate(s)** | | | 0 | 0 | #DIV/0! | 0 | | |
| Design-Development (DD) Phase | | | | | | | | |
| Construction Documents (CD) Phase | | | | | | | | |
| **eetings & Reporting (Documentation)** | | | 0 | 0 | #DIV/0! | 0 | | |
| Travel & Misc. | | | | | | | | |
| **Design Subtotal:** | 0 | 0 | 0 | 0 | **#DIV/0!** | 0 | 0 | 0 |
| | | | | | | | | |
| **id & Award Phase** | | | 0 | 0 | #DIV/0! | 0 | | |
| **B&A Subtotal:** | 0 | 0 | 0 | 0 | **#DIV/0!** | 0 | 0 | 0 |
| | | | | | | | | |
| **onstruction Phase** | | | | | | | | |
| onstruction Services | | | 0 | 0 | #DIV/0! | 0 | | |
| loseout | | | 0 | 0 | #DIV/0! | 0 | | |
| hange Order | | | 0 | 0 | #DIV/0! | 0 | | |
| **Construction Subtotal:** | 0 | 0 | 0 | 0 | **#DIV/0!** | 0 | 0 | 0 |
| | | | | | | | | |
| **Project Contract Totals:** | 0 | 0 | 0 | 0 | **#DIV/0!** | 0 | 0 | 0 |

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