



County of Santa Cruz⁰³⁸⁵

REDEVELOPMENT AGENCY

701 OCEAN STREET, ROOM 510, SANTA CRUZ, CA 95060-4000

(831) 454.2280 FAX: (831) 4543420 TDD: (831) 454-2123

TOM BURNS, AGENCY ADMINISTRATOR

May 23, 2000

Agenda: June 6, 2000

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

RECOMMENDATION OF AWARD FOR ANNA JEAN CUMMINGS PARK- #99C1-015

Dear Members of the Board:

On May 23, 2000, your Board received bids for Anna Jean Cummings Park, which is scheduled to begin construction in June. As you may recall, improvements to be constructed include a neighborhood park consisting of open turf area, picnic area with covered gazebo, children's play areas, covered sitting area, restroom building, and parking area; and a separate recreation area that includes two soccer fields and large multi-purpose field (soccer or ball fields), picnic areas, a restroom/concession building with attached park maintenance building and outdoor equipment storage area, and parking area.

Six bids were received on May 23. Bid amounts for the Anna Jean Cummings Park project attached herewith and labeled "Attachment 2" were incorrectly read into the record at the bid opening on May 23, 2000. Attached and labeled "Attachment 1" is a bid list with corrected amounts to be entered into the record. The Redevelopment Agency and General Services have reviewed the bids and recommends that the Board accept the low bid from Granite Construction Company, Inc., in the amount of **\$3,292,222** for the base bid and add alternate, and authorize award of the construction contract for the Anna Jean Cummings Park Project. The engineer's estimate for the base bid was **\$3,403,290**. This is a very competitive bid in this busy construction climate.

Construction of the park improvements will require significant amounts of grading. To ensure that this work is properly accomplished it is necessary to contract for outside services to perform the required soil compaction testing and construction related soils reviews. Thus, it is also recommended that your Board approve a contract with Haro, Kasunich, and Associates (Attachment 4), a local geotechnical engineering firm, for an amount not to exceed \$17,000, for those services.

Through the planning and permit process, two sensitive habitat areas were identified that require restoration work. This work requires implementation by a biotic restoration specialist and cannot reasonably be completed by the general construction contractor. The objective of these plans is to restore a delineated wetland located close to the northwesterly edge of the proposed grading activities on the upper bench of the site, and to implement a **tarplant** management plan in a portion of the property located on the northwesterly most portion of the Anna Jean Cummings Park site, beyond the area of construction. Attached for your Board's approval is a contract with Central Coast Wilds, (Attachment 5), a local firm specializing in biotic restoration, in an amount not to exceed **\$44,454.82**, for those services.

Project construction is being financed by the Redevelopment Agency's Capital Project Budget. Funds for this project are available within current year capital project appropriations; however, in order to have sufficient funds to award the construction contract including contract contingencies, the other related contracts, and to cover associated development costs, it will be necessary to transfer \$242,000 from reserves to the project budget. Additional funds are necessary for a number of reasons, including requirements added during the permit process, additions to the project made at the direction of the Board to address neighborhood issues, the extent of biotic work required, and because park dedication funds previously identified for this project are no longer available for this project.

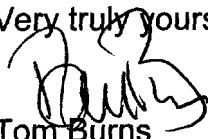
Redevelopment Agency staff has determined that the project is of benefit to the Project Area, that no other reasonable means of financing the improvements are available to the community, that the project will assist in the elimination of blight, and that the project is consistent with the Redevelopment Agency's Five Year Implementation Plan.

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

1. Approve amended Bidder's List labeled Attachment 1;
2. Award the contract for the construction of Anna Jean Cummings Park Project to Granite Construction Company, Inc., in the amount of **\$3,292,222** for the base bid and add alternate and authorize the General Services Director to sign the contract and associated documents;
3. Authorize the Redevelopment Agency Administrator to approve change orders per the Board approved Redevelopment Agency policy and appropriate \$197,533 in addition to the contract amount to cover change order expenditures, as required;
4. Approve the attached Contract and Scope of Services with Haro, Kasunich, and Associates, for geotechnical consulting services for the construction of Anna Jean Cummings Park in an amount not to exceed \$17,000 and authorize the Redevelopment Agency Administrator to sign the contract on behalf of the Agency;

5. Approve the attached Contract and Scope of Services with Central Coast Wilds, for implementation of the wetland enhancement plan and ~~tarplant~~ management plan for the Anna Jean Cummings Park in an amount not to exceed **\$44,454.82** and authorize the Redevelopment Agency Administrator to sign the contract on behalf of the Agency;
6. Approve the attached Resolution Accepting Unanticipated Revenue totaling \$242,000 (Attachment 6); and
7. Concur with and adopt the associated findings.

Very truly yours,

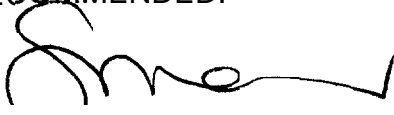


Tom Burns
Redevelopment Agency Administrator
TB:FSM



Roy K. Holmberg
Director of General Services

RECOMMENDED:



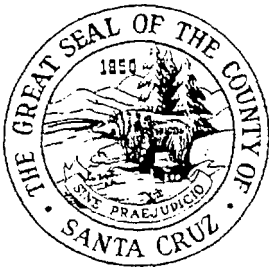
Susan A. Mauriello
Redevelopment Agency Director

Attachments

1. Amended Bidders List
2. Bidders List
3. ADM29 for Granite Construction Company, Inc.
4. Haro, Kasunich, and Associates Contract and ADM29
5. Central Coast Wilds Contract and ADM29
6. AUD60A

cc. RDA
General Services Department
Auditor-Controller
Granite Construction Company, Inc.
Haro, Kasunich and Associates
Central Coast Wilds

S:\BOARDPND\annajean.wpd



County of Santa Cruz

GENERAL SERVICES DEPARTMENT

701 OCEAN STREET, SUITE 330, SANTA CRUZ, CA 95060-4073 0388

(831) 454-2718 FAX: (831) 454-2710 TDD: (831) 454-2123

ROY HOLMBERG, DIRECTOR

BIDDERS LIST

Bid Opening Date: May 22, 2000

Agenda Item Number: #88

Bid Opening for: ANNA JEAN CUMMINGS PARK - #99C1-015

Engineer's Estimate: \$3,403,290

BIDDER NAME & ADDRESS	BID AMOUNT	BOND
1. Valley Crest 7043 Commerce Circle Pleasanton, CA 94588	3,462,150	
2. Pavex Construction Company/Div. of Granite Rock 330 Blomquist Street Redwood City, CA 94063	3,774,275	
3. Yubacon, Inc. P.O. Box 3176 Diamond Springs, CA 95619	3,642,100	
4. Granite Construction Company P.O. Box 720 Watsonville, CA 95077	3,222,222	
5. Robert A. Bothman, Inc. 650 Quinn Avenue San Jose, CA 95112-2604	3,234,653	
6. Monterey Peninsula Engineering P.O. Box 400 Marina, CA 93933	3,484,300	

Referred to the Redevelopment Agency and General Services Department, with direction to return on or before June 6, 2000 with a recommendation on awarding of bid, as recommended by the Director of General Services.

ROY K. HOLMBERG, DIRECTOR



County of Santa Cruz

GENERAL SERVICES DEPARTMENT

701 OCEAN STREET, SUITE 330, SANTA CRUZ, CA 95060-4073

(831) 454-2718 FAX: (831) 454-2710 TDD: (831) 454-2123

ROY HOLMBERG

BIDDERS LIST

Bid Opening Date: May 22, 2000

Bid Opening for: ANNA JEAN CUMMINGS PARK - #99C1-015

APPROVED AND FILED
BOARD OF SUPERVISORS
 DATE: 5/23/00
 COUNTY OF SANTA CRUZ
 JUAN A. MAURIELLO
 CLERK OF THE BOARD
 Agenda Item Number #88-15
 BY: [Signature] DEPUTY

Engineer's Estimate: \$3,403,290

BIDDER NAME & ADDRESS	BID AMOUNT	BOND
1. Valley Crest 7043 Commerce Circle Pleasanton, CA 94588	3,347,150	
2. Pavex Construction Company/Div. of Granite Rock 330 Blomquist Street Redwood City, CA 94063	3,729,275	
3. Yubacon, Inc. P.O. Box 3176 Diamond Springs, CA 95619	3,642,100	
4. Granite Construction Company P.O. Box 720 Watsonville, CA 95077	3,292,222	
5. Robert A. Bothman, Inc. 650 Quinn Avenue San Jose, CA 95112-2604	3,354,653	
6. Monterey Peninsula Engineering P.O. Box 400 Marina, CA 93933	3,552,500	

Referred to the Redevelopment Agency and General Services Department, with direction to return on or before June 6, 2000 with a recommendation on awarding of bid, as recommended by the Director of General Services

ROY K. HOLMBERG, DIRECTOR

COUNTY OF SANTA CRUZ
REQUEST FOR APPROVAL OF AGREEMENT

ATTACHMENT 3

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

FROM:

REDEVELOPMENT

0390

(Dept.)

(Signature)

5/24/00

(Date)

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

SANTA CRUZ COUNTY REDEVELOPMENT AGENCY

(Agency)

1. Said agreement is between the

and, GRANITE CONSTRUCTION COMPANY, P.O. Box 50085, Watsonville, C A 95077

(Name & Address)

2. The agreement will provide Anna Jean Cummings Park Development #9901-015

3. The agreement is needed as work can be completed more expediently by contract

4. Period of the agreement is from June 6, 2000 to June 30, 2001

5. Anticipated cost is \$ ~~XXXXXX~~ 3,292,222.00 XXXXXXXXXXXXXXXXXXXX (Fixed amount, Monthly rate, Not to exceed)

6. Remarks: CONTRACT \$3,292,222 + \$197,533 (6% contingency) = \$3,489,755 total ~~XXXXXXXX~~

7. Appropriations are budgeted in 611136 (Index#) 9842 (Subobject)

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

Appropriation are are not a b l e a - e n c u m b e r e d . C o n t r a c t N o . C092101 5

GARY A. KNUTSON, Auditor - Controller

BY

Ronald J. Silva

Deputy.

Proposal reviewed and approved. It is recommended that the Board of Supervisors approve the agreement and authorize the Agency Administrative Officer to execute the same on behalf of the County of Santa Cruz

Redevelopment Agency

(Agency).

County Administrative Officer

Remarks:

(Analyst)

BY

Bob W.

Date 5-26-00

Agreement approved as to form. Date _____

Distribution:

Bd. of Supv. - White
Auditor-Controller - Blue
County Counsel - Green *
Co. Admin. Officer - Canary
Auditor-Controller - Pink
Originating Dept. - Goldenrod

* To Orig. Dept. if rejected.

State of California)
County of Santa Cruz) ss

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

County Administrative Officer

By _____ Deputy Clerk

COUNTY OF SANTA CRUZ

REQUEST FOR APPROVAL OF AGREEMENT

0391

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

FROM:

REDEVELOPMENT

(Dept.)

(Signature)

5/24/00 (Date)

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

SANTA CRUZ COUNTY REDEVELOPMENT AGENCY

1. Said agreement is between the _____ (Agency)

and, **HARO, KASUNICH AND ASSOCIATES, INC., 116 East Lake Avenue, Watsonville, CA 95076** (Name & Address)

2. The agreement will provide **ssil engineering and testing** for Anna Jean Cummings Park.

3. The agreement is needed, **because staff is unable to perform necessary work.**

4. Period of the agreement is from **June 6, 2000** to **June 30, 2001**

5. Anticipated cost is \$ **17,000.00** (Fixed amount, Monthly rate, Not to exceed)

6. Remarks:

7. Appropriations are budgeted in **611136** (Index#) **9842** (Subobject)

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

Appropriations are available and 5/24/00 numbered. Contract No. **C092102** Date _____

GARY A. KNUTSON, Auditor - Controller

By Ronald J. Simon Deputy,

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

County Administrative Officer

Remarks:

By JCW Date **5-26-00**

Agreement approved as to form. Date _____

Distribution:

Bd. of Supv. - White
Auditor-Controller - Blue
County Counsel - Green *
Co. Admin. Officer - Canary
Auditor-Controller - Pink
Originating Dept. - Goldenrod

*To Orig. Dept. if rejected.

State of California)
County of Santa Cruz) ss

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

County Administrative Officer

_____ 19 _____ By _____ Deputy Clerk

Contract No. _____

INDEPENDENT CONTRACTOR AGREEMENT

THIS CONTRACT is entered into this ____ day of _____, 20____, by and between the COUNTY OF SANTA CRUZ REDEVELOPMENT AGENCY, hereinafter called AGENCY, and HARO, KASUNICH AND ASSOCIATES, INC., hereinafter called CONTRACTOR. The parties agree as follows:

1. ~~DONER~~ **CONTRACTOR** agrees to exercise special skill to accomplish the following result: as described in Exhibit A. "Scope of Services and Fee Schedule."

2. COMPENSATION. In consideration for CONTRACTOR accomplishing said result, COUNTY agrees to pay CONTRACTOR as follows: as described in Exhibit A, "Scope of Services and Fee Schedule." for a total contract amount not to exceed **\$17,000.00**.

3. TERM. The term of this contract shall be: 2 0 0 1.

4. EARLY TERMINATION. Either party hereto may terminate this contract at any time by giving 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 Agreement, excepting any liability arising out of the sole negligence of AGENCY or COUNTY. Such indemnification includes any damage to the person(s), or property(ies) of CONTRACTOR and third persons.

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

0393

6. **INSURANCE.** CONTRACTOR, at its sole cost and expense, for the full term of this Agreement (and any extensions thereof), shall obtain and maintain at minimum compliance with all of the following insurance coverage(s) and requirements. Such insurance coverage shall be primary coverage as respects AGENCY and COUNTY, and any insurance or self-insurance maintained by AGENCY or COUNTY shall be excess of 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 for each subcontractor equivalent to that required of CONTRACTOR in this Agreement, unless CONTRACTOR and AGENCY both initial here ____ / ____.

A. Types of Insurance and Minimum Limits

(1) Worker's Compensation in the minimum statutorily required coverage amounts. This insurance coverage shall not be required if the CONTRACTOR has no employees and certifies to this fact by initialing here ____.

(2) Automobile Liability Insurance for each of 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 CONTRACTOR is not a material part of performance of this Agreement and CONTRACTOR and AGENCY both certify to this fact by initialing here ____ / ____.

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

\$500,000/per claim, \$1,000,000 Aggregate
 (4) Professional Liability Insurance in the minimum amount of \$1,000,000 combined single limit, and only if, this Subparagraph is initialed by CONTRACTOR and AGENCY ____ / ____.

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, and The County of Santa Cruz Redevelopment Agency, their officials, employees, agents and volunteers are added as additional insureds as respects the operations and activities of, or on behalf of, the named insureds performed under Agreement with the County of Santa Cruz and The County of Santa Cruz Redevelopment Agency. "

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

"This insurance shall not be canceled until after thirty (30) days prior written notice has been given to:
County of Santa Cruz Redevelopment Agency
Agency Administrator
701 Ocean Street, Room 510
Santa Cruz, CA 95060."

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

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

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

A. The CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, color, religion, national origin, ancestry, physical or mental disability, medical condition (cancer related), marital status, sex, sexual orientation, pregnancy, gender, age (over 18), veteran status, or any other non-merit factor unrelated to job duties. Such action shall include, but not be limited to, the following: recruitment; advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training (including apprenticeship), employment, upgrading, demotion, or transfer. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notice setting forth the provisions of this non-discrimination clause.

B. If this Agreement provides compensation in excess of **\$50,000** to CONTRACTOR and if CONTRACTOR employs fifteen (15) or more employees, the following requirements shall apply:

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

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

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

SECONDARY FACTORS: (a) The extent of control which, by agreement, AGENCY may exercise over the details of the work is slight rather than substantial; (b) CONTRACTOR is engaged in a distinct occupation or business; (c) In the locality, the work to be done by CONTRACTOR is usually done by a specialist without supervision, rather than

under the direction of an employer; (d) The skill required in the particular occupation is substantial rather than slight; (e) The CONTRACTOR rather than the AGENCY supplies the instrumentalities, tools and work place; (f) The length of time for which CONTRACTOR is engaged is of limited duration rather than indefinite; (g) The method of payment of CONTRACTOR is by the job rather than by the time; (h) The work is part of a special or permissive activity, program, or project, rather than part of the regular business of AGENCY; (i) CONTRACTOR and AGENCY believe they are creating an independent contractor relationship rather than an employer-employee relationship; and (j) The AGENCY conducts public business.

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

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

9. NONASSIGNMENT. CONTRACTOR shall not assign this Agreement without the prior written consent of the AGENCY.

10. RETENTION AND AUDIT OF RECORDS. CONTRACTOR shall retain records pertinent to this Agreement for a period of not less than five (5) years after final payment under this Agreement or until a final audit report is accepted by AGENCY, whichever occurs first. CONTRACTOR hereby agrees to be subject to the examination and audit by the Santa Cruz County Auditor-Controller, the Auditor General of the State of California, or the designee of either for a period of five (5) years after final payment under this Agreement.

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

12. ATTACHMENTS. This Agreement includes the following attachments (identify by name or write "NONE"):

Exhibit A. "Scone of Services and Fee Schedule."

0397

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

COUNTY OF SANTA CRUZ

By: _____
Redevelopment Agency Administrator

Date _____

CONTRACTOR: Haro, Kasunich and Associates, Inc.

By: _____

Date: 24 May 2000

Address: 116 East Lake Avenue
Watsonville, CA 95076

Telephone: (831) 722-4175

Fax: (831) 722-3202

APPROVED FOR INSURANCE:

By: Janet McKinley 5-24-2000
Risk Management

APPROVED AS TO FORM:

By: Jane M. Scott
County Counsel

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

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rev. 6/98

EXHIBIT A
"Scope of Services and Fee Schedule"

P00-092
10 April 2000
Revised 18 April 2000
Revised 11 May 2000

SANTA CRUZ COUNTY REDEVELOPMENT AGENCY
701 Ocean Street, Room 510
Santa Cruz, California 95060

Attention: Gary Carbon

Subject: Proposal For **Geotechnical** Related
Construction Monitoring Services

Reference: Anna Jean **Cummings Park**
Soquel, California

Dear Mr. Carlson:

This letter is in response to your request for a proposal to perform **geotechnical-related** construction monitoring and testing services during earthwork operations at the reference site.

‘We propose to **provide** our services on a “time and material” basis in accordance with our Standard Fee Schedule (copy enclosed). The following is a breakdown of key personnel that we anticipate will be involved on the project:

	<u>Rate</u>
Principal Senior Engineer	\$ 120.00/hr.
Senior Engineer	\$ 110.00/hr
Senior Technician	\$ 67.00/hr.

Necessary laboratory testing **will** be charged per our Standard Fee Schedule.

Construction monitoring would generally be provided by a Senior Technician. The field observation and the amount of field testing is dependent on the methods used during earthwork operations. We envision one field technician and senior engineer will be readily available for construction monitoring. We anticipate full and part-time services during grading and other earthwork operations. Overall, the need for our presence will be dictated by the type of operation, the ease or difficulty the contractor may experience during his work, weather conditions, and other factors that affect the earthwork operations.

We cannot define the exact cost for construction services and therefore customarily provide these services on a "time and material" basis.

Mr. Gary Carlson
P00-092

Anna Jean, Cummings Park

10 April 2000

Revised 18 April 2000

Revised 10 May 2000

Page 2

We roughly **estimate** construction monitoring costs to be **\$17,000.00**.

It is expressly understood that Haro, Kasunich and Associates, Inc. (HKA) is providing testing services only. Haro, Kasunich and Associates, Inc. will notify the Santa Cruz County Resident Engineer of compliance to the geotechnical specifications on the plans. Compliance to plans and specifications will be determined by others, and notification to the contractor of such matters will also be handled by someone other than Haro, Kasunich & Associates, Inc.

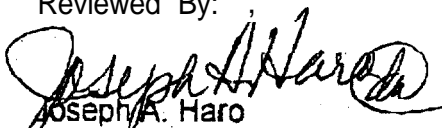
Haro, Kasunich and Associates monitoring duties are limited to reporting observations and providing professional opinions to the CLIENT only with respect to those matters specified in this PROPOSAL. No action of HKA's or the ENGINEER'S site representative can be construed as altering any AGREEMENT between the CLIENT and others. HKA does not accept the right to reject or stop work of any agent of the CLIENT. Such rights are reserved solely for the client and/or Resident Engineer in charge of the project. HKA will not be responsible, for and will not have control of the specific means, methods, techniques, sequences, or procedures, of construction selected by any agent or by agreement with the CLIENT, or safety precautions and programs incident thereto.

We look forward to working with you on this project- If you have any questions, please call me at (408) 7224175.

Very truly yours,

HARO, KASUNICH AND ASSOCIATES, INC.

Reviewed By:


Joseph A. Haro
C.E. 28506

Greg Bloom
C.E. 58819

GB/dk

Enclosure

Copies: 2 to Addressee

Signed: _____

Date: _____

FEE SCHEDULE 1 JANUARY 2000

CONSULTING GEOTECHNICAL & COASTAL ENGINEERS

The following schedule presents the rates for professional services and **laboratory** tests. If **desired, services** other than construction **observation** and testing can be contracted on a negotiated fixed fee basis. **Hours** for professional and technical **services** are charged portal-to-portal from **our office**. Services during construction such as testing and observation of grading require both professional and technical services. Depending on the scope and duration of the construction project, budgets can be estimated. Minimum fee for any project is **\$480.00**.

PROFESSIONAL SERVICES

Principal Engineer	\$120.00 per hour
Senior Engineer	\$110.00 per hour
Engineering Geologist	\$110.00 per hour
Staff Engineer	\$ 90.00 per hour
Staff Geologist	\$ 80.00 per hour
Computer Technician/Engineer Assistant	\$ 75.00 per hour

Arbitration, Deposition, Hearings and Court Appearance, including travel time to and from, \$240.00 per hour. Preparation and Consultation at **applicable hourly** rate.

Consultation meetings and **telephone** consultation will be **billed at** the hourly rate indicated.

PERSONNEL CHARGES (FIELD AND LABORATORY)

Drafting	\$45.00 per hour
Technician	\$55.00 per hour
Staff Technician	\$60.00 per hour
Senior Technician	\$67.00 per hour
Weekdays (in excess of 8 hours/day) add to personnel charges	\$19.00 per hour
Saturdays (initial 8 hours) add to personnel charges	\$19.00 per hour
Saturdays (in excess of 8 hours) add to personnel charges	\$38.00 per hour
Sundays and Holidays add to personnel charges	\$38.00 per hour

Field services are billed ~~portal-to-portal~~ in accordance with the following minimum charges:
—**two hours** minimum charge for **inspections**, sampling, testing operations or show-up time;

Per diem will be billed cost plus 20% but not less than **\$80.00/day**.

MILEAGE AND INCIDENTAL EXPENSES

Auto Mileage (within 30 miles of our office)	No Charge
Auto Mileage (beyond 30 miles of our office)	\$ 0.35/mile
Non-Technical Assistant	\$35.00 per hour

Incidental expenses, such as consultant's fee, special services, equipment rental, aerial photographs, out-of-town travel, etc., are reimbursable at cost plus 15%.

DRILLING AND SAMPLING

Drilling rig truck mounted with crew and engineer supervision:	
Mobilization	\$265.00 per hour
Straight Time	\$265.00 per hour
O v e r t i m e	\$295.00 per hour
Double Time	On Request

For **crawler-mounted** or rotary-wash type drilling rigs, the rate is cost plus 15%;

Drilling is charged at **4 hours** minimum.

Time is charged portal-to-portal from yard.

Casing, Shelby Tubes **and** any special sampling or subcontract equipment will be charged at cost plus **161**

FIELD TESTS

Plate bearing load, pile load and vane shear tests; piezometer and **slope indicator** installations; and other special tests will be charged at standard engineering and personnel rates plus cost of and **including** 15% surcharge for special equipment/personnel.

LABORATORY TESTS

Sample Preparation, per hour	\$ 55.00
Sieve Analysis, pit run with 200 wash, ASTM D-422, per test	\$ 65.00
Percent Passing #200 Sieve (wash)	\$ 45.00
Short Hydrometer Analysis (without Sp. Gr.) ASTM D-422	\$ 90.00
Specific Gravity (Sand and Gravel) ASTM D-654	\$ 60.00
Specific Gravity (Clay) ASTM D-854	\$ 75.00
Moisture Determination and/or Unit Weight, ASTM D-2216, Sand Equivalent	\$ 85.00
Atterberg Limits:	
a. Plasticity Index, ASTM D-4318	\$ 95.00
b. Shrinkage Limit, ASTM D-427	\$120.00
Unconfined Compression, ASTM D-21 66	\$ 45.00
Swell Test, HUD (FHA) Procedure	\$150.00
Direct Shear (quick), per point	\$ 50.00
Residual Direct Shear, per point	\$115.00
Consolidation, per load increment, ASTM D-2335	\$ 50.00
R-Value, ASTM D-2844	\$160.00
R-Value, Cement, Lime or other additives, ASTM D-2844	\$175.00
Compaction Curves: a. Standard, ASTM D-698	\$125.00
b. Modified, 4" mold, ASTM D-1557	\$ 1 5 0 . 0 0
c. Modified, 6" mold, ASTM D-1 557	\$185.00
d. Impact, California State Highway	\$150.00
e. 1 Point Verification	\$ 50.00

PH, Resistivity, Soluble Chloride and Sulfide as quoted

Triaxial, permeability and other special tests at hourly rates or as quoted.

INVOICES

Invoices will be submitted at the **completion** of work or at approximately monthly **intervals**. Invoices are payable **upon** presentation. Invoices 30 days past due will be subject to a service charge of 1.5 percent monthly interval.

TERMS AND CONDITIONS

No warranty of any kind, express or implied, is made or intended in connection with the work to be performed by us or by the proposal for consulting or other services, or by the furnishing of **oral** or written reports of findings made by us.

Services performed by us under this Agreement will be conducted in a manner consistent with that level of care and **skill ordinarily** exercised by members of the profession currently practicing in the same **locality under similar** conditions. Client recognizes that subsurface conditions may vary from those encountered at the location where borings or tests are made by the consultant and that the data, interpretations and recommendations of the Consultant are based solely on the information available to him. The Consultant will be responsible for those data, interpretations and recommendations, but shall not be responsible for the interpretation by others of the information developed.

Where these General Terms and Conditions conflict with our **Standard Geotechnical Terms and Conditions** and they are included as special provisions for services requested, the latter shall apply.

CHANGES

This Fee Schedule is subject to change without notification;


ACORD CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YY) 05/24/2000
PRODUCER (831)724-1085 FAX (831)724-1089 KBK Insurance Agency 1006 Freedom Boulevard P. O. Box 310 Watsonville, CA 95077		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
INSURED: Waro-Kasunich And Associate 116 East Lake Ave Watsonville, CA 95076		
INSURERS AFFORDING COVERAGE		
INSURER A: ALLIED INSURANCE GROUP INSURER B: STATE FUND INSURER C: ZURICH REINSURANCE INSURER D: INSURER E:		

COVERAGES

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

CLASS LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
	GENERAL LIABILITY				EACH OCCURRENCE \$
	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY				FIRE DAMAGE (Any one fire) \$
	<input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR				MED EXP (Any one person) \$
					PERSONAL & ADV INJURY \$
					GENERAL AGGREGATE \$
	GEN'L AGGREGATE LIMIT APPLIES PER:				PRODUCTS - COMP/OP AGG \$
	<input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC				
A	AUTOMOBILE LIABILITY	ACP780607760	04/25/2000	04/25/2001	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO				BODILY INJURY (Per person) \$
	<input checked="" type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS				
	<input type="checkbox"/> NON-OWNED AUTOS				
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$
	<input type="checkbox"/> ANY AUTO				OTHER THAN EA AGG \$
					AGG \$
	EXCESS LIABILITY				EACH OCCURRENCE \$
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE \$
					\$
	<input type="checkbox"/> DEDUCTIBLE				\$
	<input type="checkbox"/> RETENTION \$				\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	158242700	05/07/2000	05/07/2001	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
	E.L. EACH ACCIDENT \$ 1,000,000				
	E.L. DISEASE - EA EMPLOYEE \$ 1,000,000				
	E.L. DISEASE - POLICY LIMIT \$ 1,000,000				
C	OTHER Professional Liability	ZRU960975	04/12/2000	04/12/2001	\$1,000,000 - Annual Aggregate \$500,000 - Per Claim

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS
 CERTIFICATE HOLDER NAMED AS ADDITIONAL NAMED INSURED UNDER THE AUTO POLICY LISTED ABOVE

CERTIFICATE HOLDER COUNTY OF SANTA CRUZ REDEVELOPMENT AGENCY 701 OCEAN STREET, ROOM #510 SANTA CRUZ, CA 95060	ADDITIONAL INSURED: INSURER LETTER CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL SEND BY MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT. AUTHORIZED REPRESENTATIVE: 
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ACORD 25-S (7/97)

©ACORD CORPORATION 1998

POLICY NUMBER: ACP780607760

0404

COMMERCIAL AUTO
CA 20 46 07 97

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED

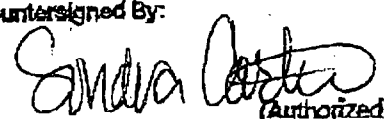
This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insured" under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Endorsement Effective: 05/24/00	Countersigned By:  (Authorized Representative)
Named Insured: HARO-KASUNICH & ASSOCIATES	

SCHEDULE

Name of Person(s) or Organization(s): SANTA CRUZ REDEVELOPMENT AGENCY, THEIR OFFICIALS, EMPLOYEES, AGENTS & VOLUNTEERS	COUNTY OF SANTA CRUZ & THE COUNTY OF
--	--------------------------------------

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations or above Schedule as applicable to the endorsement.)

Each person or organization indicated above is an "insured" for Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in SECTION II of the Coverage Form.

5/25/00 9:31 AM

1-510-452-2193

18317241089

002 0105

Client#: 710

HAROKASUN

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)
5/25/00
INSURANCE

1006 Freedom Blvd., P.O. Box 310
Watsonville, CA 95077
PHONE (831) 724-1085
FAX (831) 724-1089

SINCE 1908

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

INSURERS AFFORDING COVERAGE

INSURER A: Lumbermens Mutual Casualty Co.

INSURER B:

INSURER C:

INSURER D:

INSURER E:

Haro Kasunich & Associates Inc.

c/o KBK, P.O. Box 310

Watsonville, CA 95077

COVERAGES

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

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY	7RD66044400	02/18/00	02/18/01	EACH OCCURRENCE \$1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				PER DAMAGE (Any one first) \$300,000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MBD EXP (Any one period) \$10,000
					PERSONAL & ADV INJURY \$1,000,000
					GENERAL AGGREGATE \$2,000,000
					PRODUCTS - COMPOD AGG \$2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:				
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO- JECT <input type="checkbox"/> LOC				
	AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Per accident) \$
	<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS				
	<input type="checkbox"/> NON-OWNED AUTOS				
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$
	<input type="checkbox"/> ANY AUTO				OTHER THAN EA ACC \$
					AUTO ONLY: AGG \$
	EXCESS LIABILITY				EACH OCCURRENCE \$
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE \$
	<input type="checkbox"/> DEDUCTIBLE				\$
	<input type="checkbox"/> RETENTION \$				\$
	WORKERS COMPENSATION AND EMPLOYERS LIABILITY				WC STATUS: <input type="checkbox"/> FORT. LIMITS <input type="checkbox"/> OTH. \$
					B.L. EACH ACCIDENT \$
					B.L. DISEASE - EA EMPLOYEE \$
					B.L. DISEASE - POLICY LIMIT \$
	OTHER				

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

ALL OPERATIONS OF NAMED INSURED

Re: Anna Jean Cummings Park. County of Santa Cruz & the County of Santa Cruz Redevelopment Agency, their officials, employees, agents & volunteers are additional insureds for General Liability per CG2010 attached.

CERTIFICATE HOLDER
ADDITIONAL INSURED-INSURER LETTER
CANCELLATION

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

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL SEND BY MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT. ~~THIS CERTIFICATE IS NOT VALID UNLESS IT BEGINS WITH THE WORDS "THIS CERTIFICATE IS NOT VALID UNLESS IT BEGINS WITH THE WORDS"~~

AUTHORIZED REPRESENTATIVE

ACORD 25-8 (7/97) 1 of 1 #M34841

MNN © ACORD CORPORATION 1988

0406

POLICY NUMBER: 7RD66044400

COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - OWNERS, LESSEES or
CONTRACTORS (FORM B)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

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

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" for that insured by or for you.

County of Santa Cruz & the County of Santa Cruz Redevelopment Agency,
their officials, employees, agents & volunteers

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

**STATE
COMPENSATION
INSURANCE
FUND**

P.O. BOX 420807, SAN FRANCISCO, CA 94142-0807

0408

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

MAY 10, 2000

POLICY NUMBER 1582427 - 00
CERTIFICATE EXPIRES: 5-1-01

COUNTY OF SANTA CRUZ, COUNTY ADMINISTRATIVE OFFICE
701 OCEAN STREET
SANTA CRUZ CA 95060

This is to certify that we have issued a valid Workers' Compensation insurance policy in a form approved by the California Insurance Commissioner to the employer named below for the policy period indicated.

This policy is not subject to cancellation by the Fund except upon ten days' advance written notice to the employer.

We will also give you TEN days' advance notice should this policy be cancelled prior to its normal expiration.

This certificate of insurance is not an insurance policy and does not amend, extend or alter the coverage afforded by the policies listed herein. Notwithstanding any requirement, term, or condition of any contract or other document with respect to which this certificate of insurance may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies.

Thom Hansen

AUTHORIZED REPRESENTATIVE

Kel Bollier

PRESIDENT

EMPLOYER'S LIABILITY LIMIT INCLUDING DEFENSE COSTS: \$1,000,000 PER OCCURRENCE.

EMPLOYER

HARD-KASUNICH AND ASSOCIATES
118 EAST LAKE AVENUE
WATSONVILLE CA 95076

61

COUNTY OF SANTA CRUZ
REQUEST FOR APPROVAL OF AGREEMENT

0409

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

FROM:

REDEVELOPMENT

(Dept.)

(Signature)

5/24/00

(Date)

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

1. Said agreement is between the SANTA CRUZ COUNTY REDEVELOPMENT AGENCY (Agency)
and CENTRAL COAST WILDS, 114 Liberty Street, Santa Cruz, CA 95060 (Name & Address)

2. The agreement will provide biotic consulting services for the implementation of the wetland enhancement plan and tarplant management plan for the Anna Jean Cummings Park project.

3. The agreement is needed because general contractor is unable to complete specialized biotic restoration work.

4. Period of the agreement is from June 6, 2000 to October 15, 2001

5. Anticipated cost is \$ 44,454.82 (Fixed amount, Monthly rate, Not to exceed)

6. Remarks: _____

7. Appropriations are budgeted in 611136 (Index#) 9842 (Subobject)

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

Appropriations are available and have been encumbered. Contract No. C092103 Date 5/24/00
are not will be

GARY A. KNUTSON, Auditor - Controller

By Ronald J. Silva Deputy.

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

Remarks: _____ (Analyst) By Bob County Administrative Officer Date 5-26-00

Agreement approved as to form. Date _____

Distribution:

Bd. of Supv. - White
Auditor-Controller - Blue
County Counsel - Green *
Co. Admin. Officer - Canary
Auditor-Controller - Pink
Originating Dept. - Goldenrod

*To Orig. Dept. if rejected.

ADM - 29 (6/95)

State of California)
County of Santa Cruz) ss

I _____ ex-officio Clerk of the Board of Supervisors of the County of Santa Cruz,
State of California, do hereby certify that the foregoing request for approval of agreement was approved by
said Board of Supervisors as recommended by the County Administrative Officer by an order duly entered
in the minutes of said Board on _____ 19 _____

County Administrative Officer
By _____ Deputy Clerk

61

0410

Contract No. _____

INDEPENDENT CONTRACTOR AGREEMENT

THIS CONTRACT is entered into this ____ day of _____, 20____, by and between the COUNTY OF SANTA CRUZ REDEVELOPMENT AGENCY, hereinafter called AGENCY, and CENTRAL COAST WILDS, hereinafter called CONTRACTOR. The parties agree as follows:

1. DUTIES. CONTRACTOR agrees to exercise special skill to accomplish the following result: as described in Exhibit A. "Anna Jean Cummings Park Tarplant Management Plan Implementation" and Exhibit B. "Anna Jean Cummings Park Wetland Habitat Restoration."

2. COMPENSATION. In consideration for CONTRACTOR accomplishing said result, COUNTY agrees to pay CONTRACTOR as follows: as described in Exhibit A. "Anna Jean Cummings Park Tarplant Management Plan Implementation." Exhibit B. "Anna Jean Cummings Park Wetland Habitat Restoration" and Exhibit C. "Labor Rate Schedule." for a total contract amount not to exceed \$44,454.82.

3. TERM. Term of this contract shall be: until October 15, 2001.

4. EARLY TERMINATION. Either party hereto may terminate this contract at any time by giving 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 Agreement, excepting any liability arising out of the sole negligence of AGENCY or COUNTY. Such indemnification includes any damage to the person(s), or property(ies) of CONTRACTOR and third persons.

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

6. INSURANCE. CONTRACTOR, at its sole cost and expense, for the full term of this Agreement (and any extensions thereof), shall obtain and maintain at minimum compliance with all of the following insurance coverage(s) and requirements. Such insurance coverage shall be primary coverage as respects AGENCY and COUNTY, and any insurance or self-insurance maintained by AGENCY or COUNTY shall be excess of 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 for each subcontractor equivalent to that required of CONTRACTOR in this Agreement, unless CONTRACTOR and AGENCY both initial here ____ / ____.

A. Types of Insurance and Minimum Limits

(1) Worker's Compensation in the minimum statutorily required coverage amounts. This insurance coverage shall not be required if the CONTRACTOR has no employees and certifies to this fact by initialing here ____.

(2) Automobile Liability Insurance for each of 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 CONTRACTOR is not a material part of performance of this Agreement and CONTRACTOR and AGENCY both certify to this fact by initialing here ____ / ____.

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

(4) Professional Liability Insurance in the minimum amount of \$1,000,000 combined single limit, if, and only if, this Subparagraph is initialed by CONTRACTOR and AGENCY ____ / ____.

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, and The County of Santa Cruz Redevelopment Agency, their officials, employees, agents and volunteers are added as additional insureds as respects the operations and activities of, or on behalf of, the named insureds performed under Agreement with the County of Santa Cruz and The County of Santa Cruz Redevelopment Agency.”

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

“This insurance shall not be canceled until after thirty (30) days prior written notice has been given to:
County of Santa Cruz Redevelopment Agency
Agency Administrator
701 Ocean Street, Room 510
Santa Cruz, CA 95060.”

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

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

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

A. The CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, color, religion, national origin, ancestry, physical or mental disability, medical condition (cancer related), marital status, sex, sexual orientation, pregnancy, gender, age (over 18), veteran status, or any other non-merit factor unrelated to job duties. Such action shall include, but not be limited to, the following: recruitment; advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training (including apprenticeship), employment, upgrading, demotion, or transfer. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notice setting forth the provisions of this non-discrimination clause.

B. If this Agreement provides compensation in excess of \$50,000 to CONTRACTOR and if CONTRACTOR employs fifteen (15) or more employees, the following requirements shall apply:

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

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

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

SECONDARY FACTORS: (a) The extent of control which, by agreement, AGENCY may exercise over the details of the work is slight rather than substantial; (b) CONTRACTOR is engaged in a distinct occupation or business; (c) In the locality, the work to be done by CONTRACTOR is usually done by a specialist without supervision, rather than

under the direction of an employer; (d) The skill required in the particular occupation is substantial rather than slight; (e) The CONTRACTOR rather than the AGENCY supplies the instrumentalities, tools and work place; (f) The length of time for which CONTRACTOR is engaged is of limited duration rather than indefinite; (g) The method of payment of CONTRACTOR is by the job rather than by the time; (h) The work is part of a special or permissive activity, program, or project, rather than part of the regular business of AGENCY; (i) CONTRACTOR and AGENCY believe they are creating an independent contractor relationship rather than an employer-employee relationship; and (j) The AGENCY conducts public business.

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

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

9. ~~NONASSIGNMENT~~ shall not assign this Agreement without the prior written consent of the AGENCY.

10. RETENTION AND AUDIT OF RECORDS. CONTRACTOR shall retain records pertinent to this Agreement for a period of not less than five (5) years after final payment under this Agreement or until a final audit report is accepted by AGENCY, whichever occurs first. CONTRACTOR hereby agrees to be subject to the examination and audit by the Santa Cruz County Auditor-Controller, the Auditor General of the State of California, or the designee of either for a period of five (5) years after final payment under this Agreement.

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

12. ATTACHMENTS. This Agreement includes the following attachments (identify by name or write "NONE"):

- Exhibit A. "Anna Jean Cummings Park Tarplant Management Plan Implementation"
- Exhibit B. "Anna Jean Cummings Park Wetland Habitat Restoration"
- Exhibit C. "Labor Rate Schedule."

By: _____
Redevelopment Agency Administrator

By: John J. [Signature]

Address: 114 Liberty Street
Santa Cruz, CA 95060
Telephone: (83 1) 459-0656
Fax: (83 1) 457-1606

By: Janet McKinley 5-24-2000
Risk Management

By: Joe M. Scott
County Counsel

C:\MyFiles\WP7docs\CONTRACT\99-2000\cencoast.wpd
rev. 6/98

EXHIBIT A
“Anna Jean Cummings Park Tarplant Management Plan Implementation”



County of Santa Cruz

REDEVELOPMENT AGENCY

701 OCEAN STREET, ROOM 510, SANTA CRUZ, CA 950604000

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

TOM BURNS, AGENCY ADMINISTRATOR

April 10, 2000

County of Santa Cruz Redevelopment Agency
Request for Quotations
Anna Jean Cummings Park Tarplant Management Plan Implementation

PROJECT INTRODUCTION AND BACKGROUND

The Anna Jean Cummings Park property, approximately 97 acres located northwest of Soquel Village, was originally purchased by the County Redevelopment Agency in 1989. Through an involved community planning process over the next seven years, development alternatives were considered for the Anna Jean Cummings Park Property (formerly O'Neill Ranch) and a concept plan was proposed. An environmental impact report (EIR) was prepared for this plan, circulated to the public, reviewed by the County, and considered by the Board of Supervisors acting as the Board of Directors of the Redevelopment Agency. This process concluded in 1996, with adoption of the Conceptual Plan for the O'Neill Ranch Property and certification of the EIR by the RDA Board of Directors. The Conceptual Plan for the property preserves the majority of the 97-acre property for open space and future park uses and, responding to the shortage of playing fields in the mid-county area, designates the remainder of the property, approximately 25 acres, for active recreational and community park uses.

With conceptual plan approval, the Redevelopment Agency prepared the Anna Jean Cummings Park Recreational Master Plan for the active recreational uses on two topographical benches, referred to as the lower and upper benches of the property. This portion of the property is located immediately north of the Soquel High School campus and south of the Ranchero Drive residential neighborhood, with the frontage on the west side of Soquel-San Jose Road. The Plan provides more specific facility design and layout of the proposed park, and was prepared with the input of organized sports leagues representing youth soccer, football, baseball and softball, as well as the community at a series of meetings in 1997. The recreational master plan includes: picnic facilities, a restroom building, a gazebo, informal play areas and associated parking areas on the lower bench adjacent to Soquel-San Jose Road; and two soccer fields, a multi purpose field (soccer/ softball/ baseball), restroom/concessions building, picnic facilities, and associated parking area on the upper bench.

The Anna Jean Cummings Park Recreational Master Plan was approved by the County Parks and Recreation Commission at a public hearing in June 1998, and approved by the County Board of Supervisors at a public hearing in August 1998. The Agency has since prepared the project plans in conformance with the approved Recreational Master Plan and Certified EIR and Addendum (Traffic) and obtained necessary land use permits.

Project construction is expected to commence in June 2000, under the direction of the Redevelopment Agency. The park site work will be completed by a general contractor. However, as required by the environmental impact report, a biologist and/or restoration specialist is being hired at this time to implement a Tarplant Management Plan prepared for a portion of the site by Ecosystems West Consulting Group, dated November 1999 (attached). Tar-plant was identified and mapped during environmental review of the project, and is located on the northwesterly most portion of the property.

The scope of work is intended to implement the first year of the Tar-plant Management Plan. However, a provision will be included in the contract to allow for extension and conversion of the contract to the County Parks, Recreation, and Open Space Department to complete implementation of the plan once construction of the park is completed and operation of the facility is managed by the Parks Department.

SCOPE OF WORK

- I. Implement the first year of the Tarplant Management Plan (TMP), prepared by Ecosystems West Consulting Group, dated November 1999, from October 1, 2000 through October 15, 2001, attached. The scope of work for implementation of this plan shall include, but not necessarily be limited to, the following generally described implementation techniques and procedures consistent with the goals and objectives of the TMP:

- a) Pre-Construction Fencing

5 foot high wire protective fencing and fence signage will be constructed by others and will not be the responsibility of this contract.

- b) Site Mowing

The TMP management area (Figure 4 of the TMP, page 21) shall be mowed between October 15, 2000 and November 15, 2000. Monthly mowing shall also be completed during January, February, March, April, May, and June of 2001. The management area shall be mowed to a height of 2 inches.

- c) Site Raking

Raking shall occur twice: 1) following mowing, which will occur between October 15, 2000 and November 15, 2000, and 2) during the month of March, the TMP management area (Figure 4 of the TMP, page 21) must be mechanically raked, by a steel rake pulled behind a tractor, to remove thatch and to slightly scarify soil surface.

Anna Jean Cummings Park
 Tar-plant Management Plan Implementation
 Request for Quotations
 Page 3

d) Hand Hoeing

Between the October 15 and November 15, 2000, two sites within the designated management area (Figure 4 of the TMP, page 21) require hand hoeing. Hand hoeing should be confined to the top inch of soil and is intended to reduce the hoed areas to bare, exposed soil without significantly mixing the top inch of soil (which may contain tarplant seed) with soil below the surface.

e) Invasive Plant removal

During the months of January, February, and March of 2001, remove the French broom and Harding grass from the management area and adjacent to the management area (French broom specifically shown in figure 2 of the TMP, page 4) by hand, utilizing a Weed Wrench for French broom removal and a pulaskis to uproot the tufts of the Harding grass. Disposal to be completed off-site. Remove other invasive species determined to be necessary to prevent their spread on the site.

f) Monitoring

Conduct monitoring during April 2001 and midsummer.

- 1) Releve data (data estimated percent cover of all identifiable vascular plant species) is to be taken from the same releve data points taken for the Tar-plant Management Plan (Section 1.2.3. of the TMP, page 5, etc.). Record data on general site conditions, amount of thatch, presence of invasive species, potential threats to Santa Cruz tar-plant, and other problems that might affect the success of the management program.
- 2) Evaluate whether the performance criteria of the TMP are being met (page 26-27 of the TMP)

g) Prepare and submit 4 copies of an annual report to the Redevelopment Agency to include:

- 1) The status of the tarplant on the site that season, including number and location(s) of plants.
- 2) Management activities performed during that season.
- 3) The Date(s) of management activities and monitoring.
- 4) Personnel who performed the monitoring.
- 5) Composition of the vegetation within the management area, as determined from releve data.
- 6) Overall condition of the habitat within the management area.

Anna Jean Cummings Park
Tarplant Management Plan Implementation
Request for Quotations
Page 4

- 7) Presence of invasive non-native species within the management area, and other threats to the long-term viability of Santa Cruz tar-plant.
- 8) Recommended remedial actions.

PROPOSAL

The lump sum price for Tarplant Management Plan per attached Scope of Work \$15,060.00

A retention of 10% shall be held under the contract to ensure full implementation of the contract and scope of work.

Selection of a contractor will be based upon the bid and the following attached supplemental question,

SUBMITTAL REQUIREMENTS AND INFORMATION

Please submit your quotation by 5 P.M. on May 5, 2000 to:

**The Santa Cruz County Redevelopment Agency
701 Ocean Street-Room 510
Santa Cruz, CA 95060**

Please direct all questions about this project to Sheila McDaniel, Redevelopment Agency Project Manager, (83 1) 454-22 18.

Included in this request for quotation are the following attachments:

1. Tar-plant Management Plan, dated November 1999, prepared by Ecosystems West Consulting Group
2. County of Santa Cruz Insurance Requirements
3. Vicinity Map
4. Project +Boundary Map

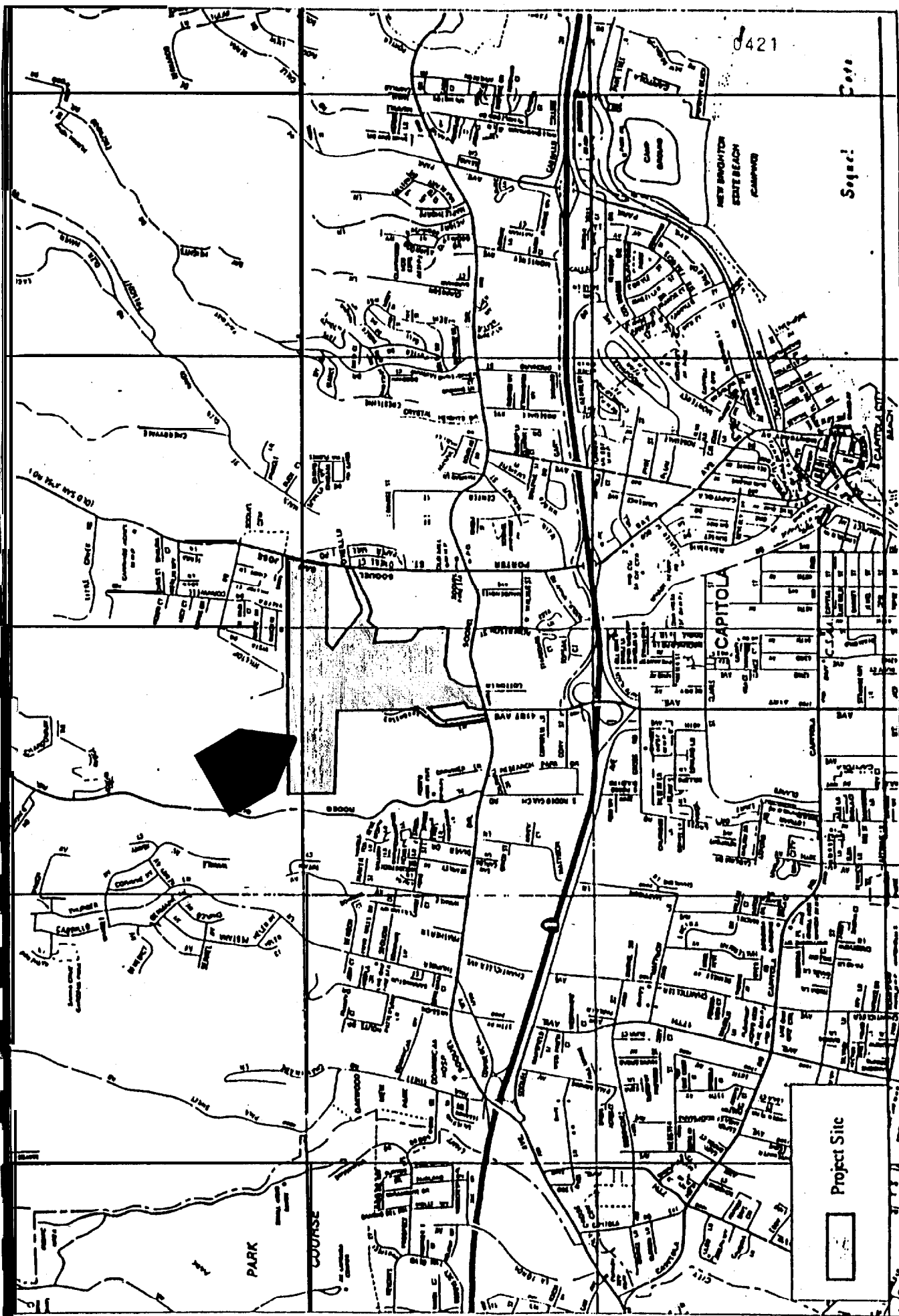


Figure 2

OLBERDING ENVIRONMENTAL, INC

Anna Jean Cummings Park

Ecosystems West
7907 Harvard Drive

Site/Vicinity Map

Project: Anna Jean Cummings Park
Location: Soquel, CA
County: Santa Cruz County
Date: 7-19-99
Source: O'Neill Ranch Master Plan.



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Figure 3
Existing Conditions
0422

LEGEND

- O'Neill Ranch Master Plan Area Boundary
- Redevelopment Agency Property Line
- ==== Pedestrian Path
- ~~~~~ Existing Trees

Source: Brady and Associates, 1994, based on site visit, aerial photo and county maps

O'Neill Ranch Master Plan EIR



Figure 3

Project: Anna Jean Cummings Park
Location: Soquel, CA
County: Santa Cruz County
Date: 7-19-99
Source: O'Neill Ranch Master Plan,
Draft EIR, February 1995

Map

EXHIBIT B
“Anna Jean Cummings Park Wetland Habitat Restoration”



County of Santa Cruz

0424

REDEVELOPMENT AGENCY

701 OCEAN STREET, ROOM 510, SANTA CRUZ, CA 950604000

(831) 454-2280 FAX: (831) 454.3420 TDD: (831) 454-2123

TOM BURNS, AGENCY ADMINISTRATOR

A p r i l 10, 2000

County of Santa Cruz Redevelopment Agency
Request for Quotations
Anna Jean Cummings Park Wetland Habitat Restoration

PROJECT INTRODUCTION AND BACKGROUND

The Anna Jean Cummings Park property, approximately 97 acres located northwest of Soquel Village, was originally purchased by the County Redevelopment Agency in 1989. Through an involved community planning process over the next seven years, development alternatives were considered for the Anna Jean Cummings Park Property (formerly O'Neill Ranch) and a concept plan was proposed. An environmental impact report (EIR) was prepared for this plan, circulated to the public, reviewed by the County, and considered by the Board of Supervisors acting as the Board of Directors of the Redevelopment Agency. This process concluded in 1996, with adoption of the Conceptual Plan for the O'Neill Ranch Property and certification of the EIR by the RDA Board of Directors. The Conceptual Plan for the property preserves the majority of the 97-acre property for open space and future park uses and, responding to the shortage of playing fields in the mid-county area, designates the remainder of the property, approximately 25 acres, for active recreational and community park uses.

With conceptual plan approval, the Redevelopment Agency prepared the Anna Jean Cummings Park Recreational Master Plan for the active recreational uses on two topographical benches, referred to as the lower and upper benches of the property. This portion of the property is located immediately north of the Soquel High School campus and south of the Ranchero Drive residential neighborhood, with the frontage on the west side of Soquel-San Jose Road. The Plan provides more specific facility design and layout of the proposed park, and was prepared with the input of organized sports leagues representing youth soccer, football, baseball and softball, as well as the community at a series of meetings in 1997. The recreational master plan includes: picnic facilities, a restroom building, a gazebo, informal play areas and associated parking areas on the lower bench adjacent to Soquel-San Jose Road; and two soccer fields, a multi purpose field (soccer/ softball/ baseball), restroom/concessions building, picnic facilities, and associated parking area on the upper bench.

The Anna Jean Cummings Park Recreational Master Plan was approved by the County Parks and Recreation Commission at a public hearing in June 1998, and approved by the County Board of Supervisors at a public hearing in August 1998. The Agency has since prepared the project plans

in conformance with the approved Recreational Master Plan and Certified EIR and Addendum (Traffic) and obtained necessary land use permits.

Project construction is expected to commence in June 2000, under the direction of the Redevelopment Agency. The park construction work will be completed by a general contractor. However, as identified by the environmental impact report, a biologist and/or restoration specialist is being hired at this time to implement a wetland enhancement plan prepared for the site by Biotic Resources Group, dated February 25, 2000 (attached). This seasonal wetland was identified and mapped during environmental review of the project, and is located close to the northwesterly edge of the proposed active recreation area on the upper bench of the site. Project grading is proposed to within 20 feet of the edge of the wetland. The Wetland Enhancement Plan provides specific restoration of the wetland area and adjacent area by removal of invasive species in the wetland, planting of additional wetland plants, and the planting of a 15-foot wide vegetative buffer within the wetland buffer area to protect the wetland by discouraging access to the area.

The scope of work is intended to implement the first year of the Wetland Enhancement Plan with the exception of two areas of work. The construction fencing and vegetative buffer work will be performed by others. However, a provision will be included in the contract to allow for extension and conversion of the contract to the County Parks, Recreation, and Open Space Department to complete implementation of the plan once construction of the park is completed and operation of the facility is managed by the Parks Department.

SCOPE OF WORK

- I. Implement the first phase of the Wetland Enhancement Plan (WEP), from June 1, 2000 through October 15, 2001. The scope of work for implementation of this plan shall include, but not necessarily be limited to, the following implementation techniques and procedures consistent with the goals and objectives of the WEP:

- a) Pre-construction fencing

The construction fencing will be installed by others and will not be the responsibility of this contract.

- b) Site Preparation (initiated under the direction of the project biologist)

- 1) During the months of June, July, and August, and September 2000, control annual grass growth in the area surrounding the wetland by mowing (noted as Wetland Enhancement Area in Figure 3 of WEP, page 12). Manually remove invasive plant species in the wetland and adjacent enhancement area (WEP

Figure 3, page 12). Weed debris collected from the site is required to be disposed of off-site at an approved dump site.

- 2) During the Summer and Fall of 2000, collect propagules from the site to the greatest extent feasible and grow container stock for planting (per Table 1 of the WEP, page 11). Plant stock provided by others will require submittal of a purchase order 14 days after “notice to proceed” has been issued by the Redevelopment Agency. Plant propagation shall not include upland buffer plants as these plants will be installed by the Anna Jean Cummings park general contractor.

c) Construction and Planting Period

- 1) Install propagated plants within seasonal wetland area (WEP Figure 3, page 12, 0.04 acre area) between October 15 and March 15, 2000-2001, depending upon weather conditions. Install plants in an even mix, on 1 foot centers, in selected areas of the wetland (per WEP Figure 3, page 12). Each species to be planted in groups of 4-7 individuals.
- 2) This project does not include the planting of upland buffer plants. This portion of the project will be completed by the Anna Jean Cummings Park Contractor.

d) Site Maintenance

- 1) Maintain enhancement plantings during the plant establishment period (3 years noted in the plan, though current scope of work will include only 1 year or phase 1) including supplemental watering and weed control. Weed control requires manual removal of invasive plant species, typically Kentucky fescue, Black mustard, Himalayan blackberry, Poison hemlock. Invasive plant removal to be conducted under the direction of a qualified biologist/revegetation specialist.

e) Monitoring Program

- 1) Complete monitoring of wetland area and wetland enhancement area (WEP Figure 3, page 12) in 2001 by documenting the success of the enhancement plant activities and biotic conditions (plant growth) and the need for any remedial actions.
 - a) Establish 10 monitoring stations within the enhancement area to document the performance of the enhancement actions. Monitoring stations will be monitored six months after planting, approximately June 2001. A qualitative assessment of the environmental features of the habitats will be conducted.

Construct a series of 1- meter square sampling plots to be located within the seasonal wetland. A minimum of 10 quadrats (monitoring stations) are required to adequately evaluate vegetation characteristics including plant survival and plant cover.

- b) Within the wetland, identify the species and wetland indicator status of the plants. Evaluate and establish the percent cover for the first year.
- c) Photo-document the enhancement area prior to commencement of work in June 2000. Photo-document the enhancement area and the sampling plots and in June 2001. It is necessary that this work is consistent with the direction of the WEP, page 14.
- d) Prepare an annual report documenting the monitoring results, including the need for any remedial actions such as re-planting, additional weed control. The report should compare the monitoring data to the performance standards of the identified in the WEP (Table 2, Page 15). Provide 4 copies of the annual report to the Redevelopment Agency in March 2001 for distribution to the Redevelopment Agency staff, Parks Department, and Planning Department.

PROPOSAL

The lump sum price for Wetland Restoration plan per attached Scope of Work \$29,394.82.

A retention of 10% shall be held under the contract to ensure full implementation of the contract and scope of work.

1. Wetland Enhancement Plan, dated February 25, 2000, prepared by Biotic Resources Group
2. County of Santa Cruz Insurance Requirements
3. Vicinity Map
4. Project Boundary Map

EXHIBIT C
“Labor Rate Schedule”

0430



CENTRAL COAST WILDS
California Native Plants & Seeds
Botanical Consulting
Restoration Plan Implementation

114 LIBERTY STREET • SANTA CRUZ CA 95060 • (831) 459-0656/457-1606 (Fax)

Labor Rate Schedule

Job Description	Hourly Rate
Crew (six person + one oversight)	\$ 230.00
Botanist	\$ 50.00
Tractor and Operator	\$ 75.00
Associate Consulting	\$ 100.00

Nursery Wholesale Rate Schedule*

Container Type	Rate
P128 Flat	\$ 25.00
LT6 Tube	\$ 1.16
LT8 Tube	\$ 1.95
Two Inch Pot (Rose Pot)	\$ 0 . 9 5
Four Inch Pot	\$ 1.40
Dee Pot	\$ 2.25 - 2.75
Tree Band	\$ 2.25 - 2.75
One Gallon	\$ 2.75 - 4.75
Tree Pot	\$ 3.50 - 4.50
Five Gallon	\$ 10.00 - 15.00

**Discounts may apply on large contract orders*

ACORD - CERTIFICATE OF INSURANCE

DATE (MM/DD/YY)

05-11-00

PRODUCER

Gold Insurance Agency
141 Monte Vista Ave.
Watsonville, CA 95076

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

COMPANIES AFFORDING COVERAGE 0431

COMPANY

A

CalFarm Insurance Co.

COMPANY

B

COMPANY

C

COMPANY

D

INSURED

Joshua T Fodor & Kirk Dakis
DBA: Central Coast Wilds
114 Liberty St.
Santa Cruz, CA 95060

COVERAGES

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

CO LTH	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY	GL 402423.1	10-02-99	10-02-00	BODILY INJURY OCC \$
	<input checked="" type="checkbox"/> COMPREHENSIVE FORM				BODILY INJURY AGG. \$
	<input checked="" type="checkbox"/> PREMISES/OPERATIONS				PROPERTY DAMAGE OCC \$
	<input checked="" type="checkbox"/> UNDERGROUND				PROPERTY DAMAGE AGG \$
	<input checked="" type="checkbox"/> EXPLOSION & COLLAPSE HAZARD				BI & PD COMBINED OCC \$1,000,000
	<input checked="" type="checkbox"/> PRODUCTS/COMPLETED OPER				BI & PD COMBINED AGG \$1,000,000
	<input checked="" type="checkbox"/> CONTRACTUAL				PERSONAL INJURY AGG \$1,000,000
	<input checked="" type="checkbox"/> INDEPENDENT CONTRACTORS				
	<input checked="" type="checkbox"/> BROAD FORM PROPERTY DAMAGE				BODILY INJURY (Per person) \$
	<input checked="" type="checkbox"/> PERSONAL INJURY				BODILY INJURY (Per accident) \$
	AUTOMOBILE LIABILITY				PROPERTY DAMAGE \$
	ANY AUTO				BODILY INJURY & PROPERTY DAMAGE COMBINED \$
	ALL OWNED AUTOS (Private Pass)				EACH OCCURRENCE \$
	ALL OWNED AUTOS (Other than Private Passenger)				AGGREGATE \$
	HIRED AUTOS				STATUTORY LIMITS
	NON-OWNED AUTOS				EACH ACCIDENT \$
	GARAGE LIABILITY				DISEASE - POLICY LIMIT \$
	EXCESS LIABILITY				DISEASE - EACH EMPLOYEE \$
	UMBRELLA FORM				
	OTHER THAN UMBRELLA FORM				
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				
	THE PROPRIETOR/ PARTNERS/EXECUTIVE OFFICERS ARE:				
		INCL EXCL			
	OTHER				

"The County of Santa Cruz, and the County of Santa Cruz Redevelopment Agency, their officials, employees, agents and volunteers are added as additional insureds as respects the operations and activities of, or on behalf of, the named insureds."

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

Habitat Restoration

Job: Anna Jean Cummings Park
Wetland & Tarplant Enhancement

CERTIFICATE HOLDER

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

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ~~SEND~~ MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT.

~~BY SIGNING THIS CERTIFICATE, THE CERTIFICATE HOLDER AGREES TO BE BOUND BY THE TERMS, CONDITIONS, EXCLUSIONS AND LIMITS OF THE POLICIES DESCRIBED HEREIN.~~

AUTHORIZED REPRESENTATIVE

Mark Gold



0432

RMKS

MAY 24, 2000

AGENT COPY
AGENT: F146/2184

POLICY#: C30 2163-B25-05H

FODOR, JOSHUA
DBA CENTRAL COAST WILDS
114 LIBERTY ST
SANTA CRUZ, CA 95060-6513

PHONE#: (H) 831-459-0656

VEHICLE SUMMARY

95 GMC K1500 PICKUP VIN: 1GTEK19K1SE512429
IRG: 023 CLASS: 1H3H01 END
OXD: 08/25/1998
COV: A /1MM/, C1000, D500, G500, R2, U 30/60, UNOC/BIPD, UNOC/MED,
UNOC/PHYDMG, U1
PRL 01 01/24/00 335.56, MCD 119.86,
PASS REST 15% 2.38, ODM 92951 08-98.Eff date: (05/24/00) Curr date: (05/24/00) Time: (10:56 AM) SFPP#: 0330615002
=====RO REMARKS: (PLEASE NAME AS ADDITIONAL INSURED: 'COUNTY OF SANTA CRUZ REDEVELOP-)
(MENT AGENCY, AGENCY ADMINISTRATOR, 701 OCEAN STREET, ROOM 510, SANTA CRUZ CA)
(95060.. PLEASE INCLUDE SPECIFIC LANGUAGE FROM CONTRACT ATTACHED (RE NAMING)
(BOTH COUNTY OF SANTA CRUZ AND REDEVELOPMENT AGENCY, AND NO CANCELLATION UNTIL)
(AFTER 30 DAYS PRIOR WRITTEN NOTICE).)

REMARKS APPLY TO: Auto

KIRK GARDNER
831-462-2666 INITIALS (TKG)

61

CERTIFICATE OF INSURANCE

SUCH **INSURANCE** AS RESPECTS THE INTEREST OF THE CERTIFICATE HOLDER WILL NOT BE CANCELED OR OTHERWISE TERMINATED WITHOUT **GIVING 10 DAYS PRIOR WRITTEN NOTICE** TO THE CERTIFICATE HOLDER NAMED BELOW, BUT IN NO EVENT SHALL THIS CERTIFICATE BE VALID MORE THAN 30 DAYS FROM THE DATE WRITTEN, **THIS** CERTIFICATE OF INSURANCE DOES NOT CHANGE THE COVERAGE **PROVIDED** BY ANY POLICY DESCRIBED BELOW.

This certifies that: ☒ **STATE FARM MUTUAL AUTOMOBILE INSURANCE COMPANY** of Bloomington, Illinois, or
☐ **STATE FARM FIRE AND CASUALTY COMPANY** of Bloomington, Illinois

has coverage in force for the following Named Insured as shown below:

0433

Named Insured Joshua Fodor DBA Central Coast Wilds

Address of Named Insured 114 Liberty Street

Santa Cruz, CA 95060-6513

POLICY NUMBER	C30 2163-B25-05H			
EFFECTIVE DATE OF POLICY	08/25/98			
DESCRIPTION OF VEHICLE	95 GMC K1500			
LIABILITY COVERAGE	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO
LIMITS OF LIABILITY				
a. Bodily Injury				
Each Accident				
b. Property Damage				
Each Accident				
c. Bodily Injury & Property Damage Single Limit				
Each Accident	\$1,000,000			
PHYSICAL DAMAGE COVERAGES	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO		
a. Comprehensive	\$ 500 Deductible	\$ Deductible	\$ Deductible	\$ Deductible
	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO
b. Collision	\$ 500 Deductible	\$ Deductible	\$ Deductible	\$ Deductible
EMPLOYER'S NON-OWNERSHIP COVERAGE	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO
HIRED CAR COVERAGE	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO

Signature of Authorized Representative

Name and Address of Certificate Holder

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

Agent

Title

2184

Agent's Code Number

5/22/00

Date

Name and Address of Agent

Kirk Gardner.
 716 Capitola Ave., Ste C
 Capitola, CA 95010

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)
05/11/2000

PRODUCER (559)297-9484
nandscape Contractors
Insurance Services, Inc.
135 N. Fine Avenue
Fresno, CA 93727

FAX (559)297-4558

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

COMPANIES AFFORDING COVERAGE
Everest National Insurance Co.

Attn:
INSURED

Ext:

COMPANY
A

0434

COMPANY
B

COMPANY
C

COMPANY
D

Central Coast Wilds
114 Liberty Street
Santa Cruz, CA 95060

OVERAGES

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

OR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
	GENERAL LIABILITY				GENERAL AGGREGATE 5
	COMMERCIAL GENERAL LIABILITY				PRODUCTS - COMPIOP AGG 5
	CLAIMS MADE OCCUR				PERSONAL 8 ADV INJURY \$
	OWNER'S & CONTRACTOR'S PROT				EACH OCCURRENCE 5
					FIRE DAMAGE (Any one fire) \$
					MED EXP (Any one person) \$
	AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT 5
	ANY AUTO				
	ALL OWNED AUTOS				BODILY INJURY (Per person) 5
	SCHEDULED AUTOS				
	HIRED AUTOS				BODILY INJURY (Per accident) 5
	NON-OWNED AUTOS				
					PROPERN DAMAGE 5
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$
	ANY AUTO				OTHER THAN AUTO ONLY:
					EACH ACCIDENT 5
					AGGREGATE \$
	EXCESS LIABILITY				EACH OCCURRENCE 5
	UMBRELLA FORM				AGGREGATE 5
	OTHER THAN UMBRELLA FORM				5
	WORKERS COMPENSATION AND EMPLOYERS LIABILITY				<input checked="" type="checkbox"/> WC STATUS: <input type="checkbox"/> OTHER
A	THE PROPRIETOR/ PARTNERS/EXECUTIVE OFFICERS ARE: INCL X E X C L	3800000523- 001	04/01/2000	04/01/2001	EL EACH ACCIDENT \$ 1,000,000
					EL DISEASE - POLICY LIMIT \$ 1,000,000
					EL DISEASE - EA EMPLOYEE 5 1,000,000
	OTHER				

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS
e: all operations

Note: A 10 day notice of cancellation given for non-payment of premiums or non-reporting of payroll.

CERTIFICATE HOLDER

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

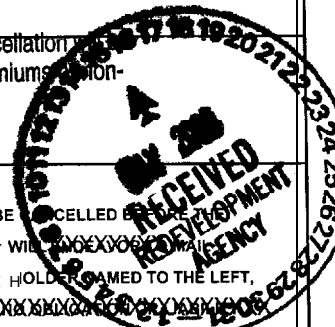
CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED OR EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL BE RESPONSIBLE FOR THE 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER. DATED TO THE LEFT.

AUTHORIZED REPRESENTATIVE

Beverly Nelson

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BEFORE THE BOARD OF DIRECTORS
OF THE SANTA CRUZ COUNTY REDEVELOPMENT AGENCY
STATE OF CALIFORNIA

0435

RESOLUTION NO. _____

On the motion of Director
duly seconded by Director
the following resolution is adopted.

RESOLUTION ACCEPTING UNANTICIPATED REVENUE

WHEREAS, the Santa Cruz County Redevelopment Agency is a recipient of funds from Canital Bond Proceeds Reserves for O'Neill Ranch Park, now known as Anna Jean Cummings Park;

WHEREAS, the Agency is a recipient of funds in the amount of \$242,000 which are either in excess of those anticipated or are not specifically set forth in the current fiscal year budget of the Agency; and

WHEREAS, pursuant to Government Code Section 29130(c), such funds may be made available for specific appropriation by a four-fifths vote of the Board of Directors;

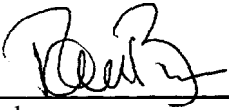
NOW, THEREFORE, BE IT RESOLVED AND ORDERED that the Santa Cruz County Auditor-Controller accept funds in the amount of \$242,000 as follows:

Index		Revenue		
		Subobject		
<u>NT/G</u>	<u>m b e r</u>	<u>Number</u>	<u>Account Name</u>	<u>Amount</u>
001	611100	2500	Capital Projects	\$242,000

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

Index		Expenditure			
		Subobject			
<u>NT/G</u>	<u>m b e r</u>	<u>Number</u>	<u>PRJ/UCD</u>	<u>Account Name</u>	<u>Amount</u>
021	611136	9842		O'Neill Ranch/Anna Jean Cummings Park	\$242,000

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

By 
Department Head

Date 5/24/00

COUNTY ADMINISTRATIVE OFFICER _____ Recommended to Board

- - Not Recommended to Board

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

AYES: DIRECTORS

NOES: DIRECTORS

ABSENT: DIRECTORS

Chairperson of the Board

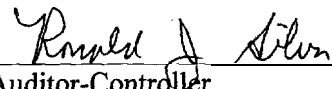
ATTEST:

Clerk of the Board

APPROVED AS TO FORM:

Agency Counsel

APPROVED AS TO ACCOUNTING DETAIL:

 5/24/00
Auditor-Controller

Distribution:

Auditor-Controller
County Counsel
County Administrative Officer
Redevelopment