



County of Santa Cruz 0315

REDEVELOPMENT AGENCY

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

(831) 454-2280 FAX: (831) 454-3420 TDD: (831) 464-2123

TOM BURNS, AGENCY ADMINISTRATOR

October 30, 2000

Agenda: November 21, 2000

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

CAPITOLA ROAD IMPROVEMENT APPROVAL OF CONTRACT FOR DESIGN SERVICES

Dear Members of the Board:

As you may be aware, the County 'Redevelopment Agency, in conjunction with the Public Works Department, is in the process of finalizing improvement plans for Capitola Road between Soquel Avenue and 30th Avenue. This project includes major improvements to the intersections of Capitola Road at both 7th and 17th Avenues, roadway re-construction, completion of sidewalks along the entire length from Soquel Avenue to 30th Avenue, street lighting, and significant streetscape improvements including landscape bulb-outs and median islands. Upon approval of permits from the Planning Department and completion of final property acquisitions, the improvement plans will be brought to your Board, as the Board of Supervisors, for authorization to go to bid with construction expected to commence in the spring of 2001.

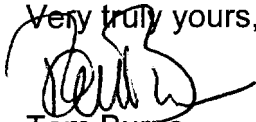
However, due to staff changes, time commitments to other projects, and the magnitude of this project, Agency staff has not been able to proceed with final irrigation and landscape plans. We have negotiated an agreement with a local landscape architect selected from the professional consultant file maintained by General Services. Therefore, the Agency is requesting approval of a contract with Joni L. Janecki & Associates, Inc. of Santa Cruz to complete irrigation and landscape construction documents. Upon approval of the contract, Janecki and Associates will immediately begin work, however, because of the size of this project, the bid package will not be ready until late spring. Therefore, the irrigation and landscape planting will be bid as a separate contract with installation in the fall of 2001. This actually has added benefits of a fall planting which is optimal and because this work will follow road construction activities, overall traffic disruptions will be reduced.

The Redevelopment Agency staff has determined that the improvements associated with the development of the **Capitola** Road will be of benefit to the Project Area, that no other means of financing the improvements are reasonably available to the community, that the project will assist in the elimination of blight, and that the project is consistent with the Five Year Implementation Plan of the Redevelopment Agency.

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

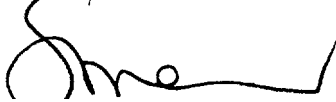
1. Approve the **attached** Contract and Scope of Services (Attachment 1) with Joni L. Janecki & Associates, Inc. for design services for the Irrigation and Landscape Planting Documents for **Capitola** Road in an amount not to exceed \$37,800 and authorize the Redevelopment Agency Administrator to sign the contract on behalf of the Agency;
2. Concur with and adopt the above-noted associated findings.

Very truly yours,



Tom Burns
Redevelopment Agency Administrator
TB:gc

RECOMMENDED:




Susan A. Mauriello
Redevelopment Agency Director

Attachments 1) Independent Contractor Agreement
2) ADM 29 Request for Approval of Agreement

cc. RDA
DPW
Auditor-Controller
Joni L. Janecki & Associates

S:\BOARDPND\janecki.wpd

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 Joni L. Janecki & Associates, Inc., 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. "Proposal for Services by the Landscape Architect."

2. COMPENSATION. In consideration for CONTRACTOR accomplishing said result, COUNTY agrees to pay CONTRACTOR as follows: as described in Exhibit A. "Proposal for Services by the Landscape Architect."

3. TERM. The term of this contract shall be: until June 30, 2002.

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

5. INDEMNIFICATION FOR DAMAGES. TAXES AND CONTRIBUTIONS. CONTRACTOR shall exonerate, indemnify, defend, and hold harmless AGENCY and the COUNTY OF SANTA CRUZ (hereinafter called COUNTY) (which for the purpose of paragraphs 5 and 6 shall include, without limitation, their officers, agents, employees and volunteers) from and against:

A. Any and all claims, demands, losses, damages, defense costs, or liability of any kind or nature which COUNTY or AGENCY may sustain or incur or which may be imposed upon it for injury to or death of persons, or damage to property as a result of, arising out of, or in any manner connected with the CONTRACTOR'S performance under the terms of this Agreement, excepting any liability arising out of the sole negligence of AGENCY or COUNTY. Such indemnification includes any damage to the person(s), or **property(ies)** of CONTRACTOR and third persons.

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

6. INSURANCE. CONTRACTOR, at its sole cost and expense, for the full term of this Agreement (and any extensions thereof), shall obtain and maintain at minimum compliance with all of the following insurance coverage(s) and requirements. Such insurance coverage shall be primary coverage as respects AGENCY and COUNTY, and any insurance or self-insurance maintained by AGENCY or COUNTY shall be excess of CONTRACTOR'S insurance coverage and shall not contribute to it.

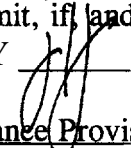
If CONTRACTOR utilizes one or more subcontractors in the performance of this Agreement, CONTRACTOR shall obtain and maintain Independent Contractor's Insurance as to each subcontractor or otherwise provide evidence of insurance coverage for each subcontractor equivalent to that required of CONTRACTOR 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. 0319

(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 nondiscrimination 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:

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(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. 0321

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. "Proposal for Services by the Landscape Architect."

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: JONI L. JANECKI & ASSOCIATES, INC.

By:  _____


Date 11/2/00 _____

Address: 303 Potrero Street, Suite 16
Santa Cruz, CA 95060
Telephone: (8 3 1) 4 2 3 - 6 0 4 0

APPROVED FOR INSURANCE:

By: _____
Risk Management

APPROVED AS TO FORM:

By:  _____
County Counsel

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



JONI L. JANECKI
& ASSOCIATES, INC.

EXHIBIT 'A'

October 27, 2000 03 2 3

PROPOSAL FOR SERVICES BY THE LANDSCAPE ARCHITECT

1.0 INTRODUCTION

- A. The following document is submitted to Gary **Carlson** of County of Santa **Cruz** Redevelopment Agency, as a proposal to provide landscape architectural services for the **Capitola** Road Improvements Project.

This proposal is based on discussions with Betsy Lynberg, review of site, Autocad R14 files and documents provided by Betsy Lynberg and Ralph **Nörberg**.

2.0 GENERAL INFORMATION

A. OWNER/REPRESENTATIVE:

County of Santa **Cruz**
Representative: Gary **Carlson**
701 Ocean Street, Room 410
Santa **Cruz**, CA 95.060
(83 1) 454-2280 (phone)
(83 1) 454-3420 (fax)

B. LANDSCAPE ARCHITECT:

Joni L. **Janecki** & Associates, Inc.
303 Potrero **Street**, Suite 16
Santa **Cruz**, C A 9 5 0 6 0
(831) 423-6040 (phone)
(83 1) 423-6054 (fax)

C. PROJECT DESCRIPTION:

The Landscape Architect shall gather all relevant project information, review Schematic Design plans prepared by the County of Santa **Cruz**, and complete Design Development, Contract Documents and perform Contract Observation and Administration (optional) for this project. This project includes streetscape design and irrigation improvements..

Drawings will be based on Autocad R14 site survey plan and bases provided by the Owner.

This proposal does **not** include program development, below ground drainage and infrastructure, electrical engineering, retaining **walls** over four (4) feet in height, soil testing or surveying.

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3.0 SCOPE OF SERVICES

A. INFORMATION GATHERING/DESIGN, REVIEW PHASE

1. Upon receipt of **written** authorization from the Owner, the Landscape Architect shall attend one **(1)** kick-off meeting **with** the **Owner's** Representative to identify the project goals and objectives of the project.
2. The Landscape Architect shall review Preliminary Design plans, prepared by the County including tree and shrub species selections, streetscape planting concepts including tree well location, accent planting and groundcover planting areas.
3. The Landscape Architect shall visit the site **with** the Owner's Representative and complete visual analysis of **Preliminary** Design plan in relationship to on-site conditions. The Landscape Architect will review any conflicts or concerns with the Owner's Representative.
4. The Landscape Architect shall **use** base sheets for Design Development using updated Autocad R14 survey and base sheet information prepared and formatted by the Owner.

B. DESIGN DEVELOPMENT PHASE

1. Upon receipt of written authorization **from** the Owner, the Landscape **Architect shall** prepare concept sketches of three (3) typical areas along **Capitola** Road indicating overall streetscape themes, tree and shrub massing and layout plant palettes for the **t y p i c a l a r e a s .**
2. The Landscape Architect shall utilize County prepared plant suggestions that **respond** to local **habitat** conditions. and long-term **maintenance requirements.**
3. The Landscape Architect shall consult with a certified **Arborist** to review and comment on tree species' selected for this site. This proposal includes four (4) hours, of time for this review and comment.

4. The Landscape Architect **shall** prepare a complete design development package for review by **the Owner's** Representative. This package shall indicate tree and shrub locations, and will be equivalent to a 50% contract document phase package.
5. The Landscape Architect will **review** and comment on County prepared specifications as they **relate** to proposed soil preparation and irrigation systems. Irrigation system layout design **will** be completed during Contract Documents phase.
6. The Landscape Architect will prepare an irrigation sleeving plan for integration into the street renovation project (by the end of December in coordination with Public Works).
- 7 : The Landscape Architect shall prepare a preliminary estimate of probable cost.
8. The Landscape Architect shall meet with the Owner's Representative to review the Design Development phase package, and revise plans to reflect Owner's Representative comments.
9. The Landscape Architect shall submit one (1) copy of the plans to the Owner's Representative.
10. This phase includes time for two (2) meetings. Additional meetings at the request of the Owner shall be considered **additional** service and billed on an hourly basis. (Refer to Item 5.0 – Fee Schedule for hourly rates).

C. CONTRACT DOCUMENT PHASE . . .

1. **Upon** receipt of written authorization **from** the Owner to proceed, the Landscape **Architect** shall complete the Contract Documents, including working drawings and specifications setting forth in detail the requirements for the **construction** of the project.
2. The Landscape Architect shall complete planting plans **and** details for all areas to receive landscaping. The planting plan shall include sizes, location, spacing and extent of individual trees and shrubs.
3. The Landscape Architect shall design an automatic drip irrigation system to coordinate with the planting, per County **Requirements** and standards.

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4. The **Landscape Architect** shall provide the Architect with one (1) set of plans and specifications at 90% and 100% completion, for review and comment by the Owner's Representative. 0326
5. **The Landscape Architect** shall prepare cost estimate at 100% completion of the documents (completed plan check).
6. The Landscape Architect will coordinate with Owner's Representative to pre-select tree stock prior to completion of the Contract Documents. This proposal includes eight (8) hours for tree search.

D. BIDDING PHASE

1. The Owner shall be responsible for preparation of General Conditions, Supplemental Conditions Prevailing Wage Scale, for inclusion with the Landscape Architect plans, specifications and bid forms. The Owner shall prepare all bid forms, reproduce all documents, advertise for bid and administer the bidding process.
2. The Landscape Architect shall assist the Owner's Representative in bid review and contractor selection if necessary or requested by the Owner's Representative. During the bidding phase, the landscape Architect shall prepare addenda and clarification documents, interpret Contract Documents, and assist the Owner's Representative in determinations and procedures required during the Bidding.

E. CONSTRUCTION OBSERVATION AND ADMINISTRATION OF THE CONSTRUCTION CONTRACT - At the request of the Owner, not a part of this contract.

F. -ADDITIONAL SERVICES

1. The Landscape Architect shall consider the following items as additional services. These services shall be pre-approved by the Owner prior to commencement of work.
 - a. Providing planning surveys, nursery visits; soil testing and laboratory results, site investigations or taking measurement of existing construction as required for planning additions or alterations.- if adequate drawings are not available:
 - b. Revising Contract documents and previously approved Design Documents to accomplish changes not initiated by the

Landscape Architect. This includes revisions for the purpose of value engineering and addenda **after** completion of a sufficient portion of the Contract Document phase.

0327

- c. Preparing deductive or no-cost change orders and supporting
d a t a
- d. Providing consultation concerning replacement of any work damaged by **fire or** other cause during construction, and **furnishing** professional services of the type which may be required in connection with the replacement of such work.
- e. Providing professional services made necessary by the, Contractor in the performance of the Construction Contract.
- f. Providing consulting and Landscape Architecture services other than Normal Consulting and Landscape Architecture services, and as otherwise noted in this proposal:
- g. All significant changes to the **AutoCAD** base design or format after substantial **completion** of the Design Development phase, which result in repetition of work by the Landscape Architect, will be considered additional service and billed at an hourly rate, as pre-approved by the Owner.
- h. **All** changes to the design as a result of program or other revisions. after completion of the Preliminary Design Phase will be considered additional service and billed at an hourly rate, as approved by the Owner.
- i. Completion of Site Observation or **Administration** during the Construction Phase of this contract shall be considered additional services **and** billed as approved by the Owner.

4.0

ADMINISTRATION

- A. The Landscape Architect shall use the best efforts to detect and **inform** the Owner of defects and deficiencies in the work of the Contractor. However, the Landscape Architect shall not be responsible for, construction means, methods, precautions and programs in connection with the work, and shall not be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents.

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**Proposal – County of Santa Cruz Redevelopment Agency
Capitola Road Improvements**

October 17, 2000

- B. The Landscape Architect **shall** maintain regular contact with the Owner's Representative and other involved parties in the interest of coordinating information. 0328
- C. Prior to selecting and engaging with other consultants, the Landscape Architect shall obtain approval **from** the Owner. Sub-consultants included in this proposal are:
Pacific **Green** Irrigation & Landscape Architecture
James P. Allen Arborists
- D. The owner shall provide the Landscape Architect with computer disks containing base information including survey and elevations, utility lines, and any pertinent information relating to the project such as plans or studies prepared by other consultants or agencies for purposes of coordination, including **Arborist** reports.
- E. Termination of the Contract:
- Prompt notice of termination **shall** be provided, in writing, to the Landscape Architect.
 - If the contract is to be terminated or the Project is abandoned in **any** stage of its development, the Landscape Architect **shall** be entitled to just **and** equitable compensation for all services performed in the Owner's behalf up to the time of such notification.
 - Neither party shall assign nor transfer its respective interests herein to a third party without written consent of the other.
 - Reports, Drawings and Specifications as instruments of service are the property of the Landscape Architect, **and** are not to be used on other work except by written agreement with the Landscape Architect.
- F. Landscape Architects are regulated by the State of **California**. Any questions concerning a Landscape Architect may be referred to the Landscape Architects Technical Committee at:

Landscape Architects Technical Committee
400 R Street, Suite 4000
Sacramento, CA 958 14
(916) 445-4954

5.0 FEE SCHEDULE

- A. **PROFESSIONAL FEES:** The fees for each phase are based on a fixed fee not to exceed the said amount without prior approval by the Architect. Billing shall be on an hourly basis. 0 3 2 9

Information Gathering/Design Review Phase	\$ 4,800 .
Design Development Phase:	\$ 1 ' 2 , 5 0 0
Contract Document Phase	\$18,000
Subtotal	\$35,300.

REIMBURSABLE COSTS.: Specialty consultants as pre-approved by the Owner (if required), soil testing and analysis recommendations, costs for reproduction of drawings, photo costs, photo-copying, long-distance telephone calls, postage, travel costs, and &to mileage at the rate of 32 cents per mile (IRS rate), and permit costs and fees are not part of this proposal and are reimbursable to the Landscape Architect upon documentation, plus 10%.

Reimbursable costs	\$2,500
(at cost plus 10% administration)	

TOTAL FEE: **\$37,800**

~~(Assumes Construction Observation & Administration)~~

- B. **SCHEDULE OF COMPLETION:** The schedule shall be an "Exhibit" of this Agreement. The Landscape Architect shall make a reasonable effort to meet the schedule; however, the Landscape Architect assumes no responsibility for delays beyond the Landscape Architect's control (such as Environmental approvals permitting, Agency reviews, Owner related issues). For purposes of planning, the following schedule is recommended:

<u>P h a s e</u>	<u>S t a r t</u>	<u>F i n i s h</u>
information Gathering	Mid-November	December
Design Development Phase (50% CD's)	December	January 2001
Contract Document Phase '90%	February	March
100%		April

(This schedule assumes a Contract Document set for approval by the Board May 1, 2001).

- C. **I N S U R A N C E :**

Coverage amounts and limits for policies of insurance currently carried by the Landscape Architect;

Workers Compensation (in accordance with applicable law)		
Employers Liability	\$250,000	0330
Comprehensive General Liability - Bodily Injury or Death		
Per Occurrence	\$1,500,000	
Aggregate	\$2,000,000	
Property Damage		
- Per Occurrence	\$1,500,000	
Aggregate	\$2,000,000	
Automobile Liability - bodily Injury or Death		
Per Occurrence	\$500,000	
Aggregate	\$500,000	
Professional Liability	\$1,000,000	

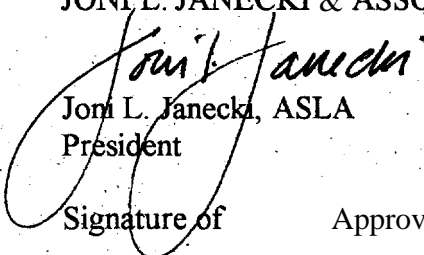
D. PAYMENT: Billing shall be on a monthly basis, based on an hourly accounting of time. Terms: Net thirty (30) days.

E. HOURLY FEE SCHEDULE:

Principal	\$125.00/hr.
Landscape Architect	\$ 95.00/hr.
Project Manager/Designer	\$ 80.00/hr.
Draftsperson	\$ 65.00/hr.
Clerical,	\$ 45.00/hr.
Irrigation Designer	\$ 85.00/hr.
Arborist	\$125.00/hr.

This proposal is valid for forty-five (45) days. Acceptance of this proposal, by the Owner, shall be indicated by signing below and mailing the original proposal to the office of Joni L. Janecki and Associates, Inc.

Respectfully submitted,
JONI L. JANECKI & ASSOCIATES, INC.


Joni L. Janecki, ASLA
President

Signature of _____ Approval _____

Authorized Signature

Date

Please Print

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)
11/06/2000

PRODUCER ARIS INSURANCE SERVICES 210 BUSINESS CENTER DR., #230 IRVINE, CA 92612 LICENSE NO. 0795446		Serial # A1204	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 JONI L. JANECKI & ASSOCIATES 303 POTRERO ST., #16 SANTA CRUZ, CA 95060		INSURERS AFFORDING COVERAGE	
		INSURER A:	CONTINENTAL CASUALTY CO 0331
		INSURER B:	
		INSURER C:	
		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.

ISR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
GENERAL LIABILITY	COMMERCIAL GENERAL LIABILITY				EACH OCCURRENCE \$
	CLAIMS MADE <input type="checkbox"/> OCCUR <input type="checkbox"/>				FIRE DAMAGE (Any one fire) \$
					MED EXP (Any one person) \$
					PERSONAL & ADV INJURY \$
					GENERAL AGGREGATE \$
	AGGREGATE LIMIT APPLIES PER:				PRODUCTS - COMP/OP AGG \$
	POLICY PROJECT LOC				
AUTOMOBILE LIABILITY	ANY AUTO				COMBINED SINGLE LIMIT (Ea accident) \$
	ALL OWNED AUTOS				BODILY INJURY (Per person) \$
	SCHEDULED AUTOS				BODILY INJURY (Per accident) \$
	HIRED AUTOS				PROPERTY DAMAGE (Per accident) \$
	NON-OWNED AUTOS				
GAGLIABILITY	ANY AUTO				AUTO ONLY - EA ACCIDENT \$
					OTHER THAN EAACC \$
					AUTO ONLY: A G G \$
EXCESS LIABILITY	OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/>				EACH OCCURRENCE \$
					AGGREGATE \$
					\$
	DEDUCTIBLE				\$
	RETENTION \$				\$
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					WC STATUTORY LIMITS OTHER
					E.L. EACH ACCIDENT \$
					E.L. DISEASE - EA EMPLOYEE \$
					E.L. DISEASE - POLICY LIMIT \$
OTHER					
	A PROFESSIONAL LIABILITY	LAE1 13750263	10110/00	10/10/01	LI: \$1,000,000/\$1,000,000

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

PROFESSIONAL LIABILITY LIMIT IS PER CLAIM/POLICY AGGREGATE

ALL LANDSCAPE ARCHITECTURAL OPERATIONS INCLUDING BUT NOT LIMITED TO CAPITOLA ROAD/PROJECT #00-38

CERTIFICATE HOLDER THE COUNTY OF SANTA CRUZ REDEVELOPMENT AGENCY ATTN: GARY CARLSON 701 OCEAN ST., RM 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 INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE <i>Sherry Young</i>
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COUNTY OF SANTA CRUZ
REQUEST FOR APPROVAL OF AGREEMENT

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

FROM: **Redevelopment**

0332

[Signature] (Signature) 11/16/00 (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 County of Santa Cruz Redevelopment Agency (Agency)
and, Joni L. Janecki & Associates, Inc., 303 Potrero St., Ste. 16, Santa Cruz, CA 95060 (Name & Address)
2. The agreement will provide Design services for irrigation and planting plans, specifications,
etc. for Capitola Road improvements
3. The agreement is needed, because staff is unable to prepare the necessary work within the current
project timeline.
4. Period of the agreement is from November 21, 2000 to June 30, 2001
5. Anticipated cost is \$ 37,800.00 (Fixed amount, Monthly rate, Not to exceed)
6. Remarks: _____
7. Appropriations are budgeted in 611206 (Index#) 9842 (Subobject)

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

Appropriations are available and will be encumbered. Contract No. C002295 Date 11/6/00
GARY A. KNUTSON, Auditor - Controller
By *[Signature]* 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). County Administrative Officer

Remarks:

By _____ (Analyst) Date _____

Agreement approved as to form. Date _____

Distribution:

Bd. of Supv. - White
Auditor-Controller - Blue
County Counsel - 44
Co. Admin. Officer - Canary
Auditor-Controller - Pink
Originating Dept. - Goldenrod

To Orig. Dept. if rejected.

ADM-29 (6195)

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