



THOMAS L. BOLICH
DIRECTOR OF PUBLIC WORKS

County of Santa Cruz⁰³²³

DEPARTMENT OF PUBLIC WORKS

701 OCEAN STREET, ROOM 410, SANTA CRUZ, CA 95060
(831) 454-2160 FAX (831) 454-2385 TDD (831) 454-2123

AGENDA: DECEMBER 12, 2000

November 28, 2000

SANTA CRUZ COUNTY BOARD OF SUPERVISORS

701 Ocean Street
Santa Cruz, California 95060

SUBJECT: REVEGETATION, LANDSCAPE INSTALLATION AND MAINTENANCE
SERVICES FOR THE DEPARTMENT OF PUBLIC WORKS
AWARD OF CONTRACT

Members of the Board:

On October 24, 2000, your Board approved issuance of a Request for Proposals for Revegetation, Landscape Installation, and Maintenance Services for the Department of Public Works. Public Works received seven proposals from firms specializing in habitat restoration work. The proposals were evaluated by staff within the Public Works Department that have experience working with revegetation specialists. Two firms, Elkhorn Native Plant Nursery and Shangrila Inc., were selected based on being most qualified with habitat restoration and landscape installations.

Normally, a single firm is selected at this stage of program development; however, due to the high demand within Public Works to incorporate bio-mitigation/revegetation measures into field operations, we have selected these two firms for this work. This will insure that once storm repair or maintenance work begins, primarily in the spring and summer, no backlog of work tasks will occur.

Public Works has completed the final scope of work and cost negotiations with the selected firms, and presented here for your consideration is an independent contractor agreement with each consultant in the not-to-exceed amount of \$25,000 each. Sufficient funds are available for both contracts in the approved road program funds from various road repair projects.

It is therefore recommended that the Board of Supervisors take the following action:

1. Approve the attached independent contractor agreement with Elkhorn Native Plant Nursery for a not-to-exceed amount of \$25,000 and Shangrila Inc., for a not-to-exceed amount of \$25,000 for general Public Works project revegetation, landscape, and maintenance services.
2. Authorize the Director of Public Works to sign the agreements on behalf of the county.

Yours truly,

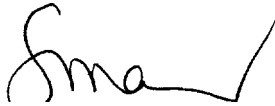


THOMAS L. BOLICH
Director of Public Works

CS:mg

Attachments

RECOMMENDED FOR APPROVAL:



County Administrative Officer

copy to: Public Works
Shangrila, Inc.
Elkhorn Native Plant Nursery

Contract No. _____
INDEPENDENT CONTRACTOR AGREEMENT

THIS CONTRACT is entered into this 12TH day of DECEMBER, 2000, and between the COUNTY OF SANTA CRUZ, hereinafter called COUNTY, and ELKHORN NATIVE PLANT NURSERY hereinafter called CONTRACTOR. The parties agree as follows:

1. DUTIES. CONTRACTOR agrees to exercise special skill to accomplish the following result: PERFORM REVEGETATION, LANDSCAPE INSTALLATION, AND MAINTENANCE SERVICES FOR PUBLIC WORKS HABITAT RESTORATION PROJECTS AS NEEDED.

2. COMPENSATION. In consideration for CONTRACTOR accomplishing said result, COUNTY agrees to pay CONTRACTOR as follows: BASED ON A FORCE ACCOUNT PAYMENT (TIME AND MATERIALS) IN AN AMOUNT NOT TO EXCEED \$25,000. THE CONTRACTOR WILL ALSO BE REQUIRED TO SUBMIT A COST ESTIMATE FOR THE WORK TO BE PERFORMED ON EACH SPECIFIC PROJECT AND TO OBTAIN WRITTEN APPROVAL FROM PUBLIC WORKS PRIOR TO COMMENCING WITH THE WORK.

3. TERM. ~~The term of this contract shall be~~ 1 through June 30, 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 COUNTY (which for the purpose of paragraphs 5 and 6 shall include, without limitation, its officers, agents, employees and volunteers) from and against:

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

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

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

A. Types of Insurance and Minimum Limits

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

(2) Automobile Liability Insurance for each of CONTRACTOR's vehicles used in the performance of this Agreement, including owned, non-owned (e.g. owned by CONTRACTOR's employees), leased or hired vehicles, in the minimum amount of \$500,000 combined single limit per occurrence for bodily injury and property damage. This insurance coverage shall not be required if vehicle use by CONTRACTOR is not a material part of performance of this Agreement and CONTRACTOR and COUNTY both certify to this fact by initialing here - ____/____ -

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

(4) Professional Liability Insurance in the minimum amount of \$1,000,000.00 combined single limit, if, and only if, this Subparagraph is initialed by CONTRACTOR and COUNTY - ____/____ -

B. Other Insurance Provisions

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

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

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

(3) All required insurance policies shall be endorsed to contain the following clause: 0327

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

BILL WILLIAMSON
DEPARTMENT OF PUBLIC WORKS
701 OCEAN STREET, ROOM 410
SANTA CRUZ, CA 95060

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

BILL WILLIAMSON
DEPARTMENT OF PUBLIC WORKS
701 OCEAN STREET, ROOM 410
SANTA CRUZ, CA 95060

7 . EOUAL 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, pregnancy, sex, sexual orientation, 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, 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, pregnancy, sex, sexual orientation, 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 40 12) identifying the sex, race, physical or mental disability and job classification of its employees and the names, dates and methods of advertisement and direct solicitation efforts made to subcontract with Minority/Women/Disabled Business Enterprises.

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

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

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

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

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

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

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

0329

9. **CONTRACTOR** represents ~~that~~ its operations are in compliance with applicable County planning, environmental and other laws or regulations.

10. **CONTRACTOR** is responsible to pay prevailing wages and maintain records as required by Labor Code Section 1770 and following.

11. **NONASSIGNMENT.** **CONTRACTOR** shall not assign this agreement without the prior written **consent** of the **COUNTY**.

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

13. **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.

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

15. **ATTACHMENTS.** This Agreement includes the following attachments: **FEE SCHEDULE.**

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

COUNTY OF SANTA CRUZ

By: _____
Director of Public Works

APPROVED AS TO FORM:

By: D. M. Rae 12-1-00
Chief Assistant County Counsel

CONTRACTOR
ELKHORN NATIVE PLANT NURSERY

By: Jean Ferreira

Address: P. O. Box 270
Moss Landing, CA 95039

Telephone: (831) 763-0122
FAX: (831) 763-1659
E-MAIL: jferreira@elkhornnursery.com

DISTRIBUTION:

Auditor-Controller
Contractor
Public Works

CS:mg
REVEIM

Elkhorn

Native Plant Nursery

The Elkhorn Native Plant Nursery is available to provide erosion control and revegetation project management, landscape installations, plant material, seeds, maintenance services, monitoring, project design, and consultation for public works habitat restoration projects as needed.

Fee Schedule 2000 - 2001

Consultant/Planner	\$ 95/hr.
Project Supervisor	\$ 70/hr.
Skilled Labor	\$ 60/hr.
Heavy Equipment Mobilization	\$500.
Small tractor or Gator Mobilization.	\$150.
Large tractor w/operator	\$ 95/hr
Medium tractor w/operator	\$ 75/hr
Small tractor w/operator	\$ 55/hr
Subcontracted Work	cost + 20%
Direct Expenses	cost + 15%

ACORD CERTIFICATE OF LIABILITY INSURANCE Carmel, CA 93921 (MM/DD/YY)

11/30/2000

PRODUCER (408) 624-1234 FAX (408) 624-4605

Carmel Insurance Agency, Inc.

7th & San Carlos

P. O. Box 6117

Carmel, CA 93921-6117

INSURED Julie E. Packard and Robert Stephens and

Elkhorn Native Plant Nursery, LLC

6551 Glen Haven Road

Soquel, CA 95073

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 0331

INSURER A CalFarm

INSURER B

INSURER C

INSURER 3

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

TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC				EACH OCCURRENCE \$ FIRE DAMAGE (Any one fire) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMPI/OP AGG \$
AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	BA40002075	04/15/2000	04/15/2001	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
CARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY, EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
EXCESS LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATUTORY LIMITS <input type="checkbox"/> OTHER <input type="checkbox"/> E L EACH ACCIDENT \$ E L, DISEASE, EA EMPLOYEE \$ E L DISEASE, POLICY LIMIT \$
OTHER				

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

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

CERTIFICATE HOLDER

ADDITIONAL INSURED; INSURER LETTER

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL

30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY

OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

CIC, Matthew Little/MRT

Matthew Little

65

ACORD 25-S (7/97)

FAX: (831) 454-2385

Lic. #0373687 • Fax (831) 624-4605 • Phone (831) 624-1234

©ACORD CORPORATION 1998

11/30/00 THU 16:39 FAX 831 624 4605

CARMEL INSURANCE

ACORD CERTIFICATE OF LIABILITY INSURANCE

Carmel, CA 95001

11/30/2000

PRODUCER (831) 624-1234 FAX (408) 624-4605
 Carmel Insurance Agency, Inc.
 7th & San Carlos
 P.O. Box 6117
 Carmel, CA 93921-6117

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 0332

INSURED Elkhorn Native Plant Nursery, LLC and
 Robert Stephens and Julie Packard
 P.O. Box 270
 Moss Landing, CA 95039

INSURER A: Cat Farm

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.

INSURER LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
	GENERAL LIABILITY	BP7000581	04/15/2000	04/15/2001	EACH OCCURRENCE 3 1,000,000
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	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person) \$ 5,000
					PERSONAL & ADV INJURY \$ 1,000,000
					GENERAL AGGREGATE \$ 2,000,000
					PRODUCTS - COMP/OP AGG \$ 2,000,000
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	<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				
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					AGG \$
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	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATU- TORY LIMITS \$
					OTHER \$
					E.L. EACH ACCIDENT \$
					E.L. DISEASE - EA EMPLOYEE \$
					E.L. DISEASE - POLICY LIMIT \$
	OTHER				

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

The County of Santa Cruz, its officials, employees, agents and volunteers are added as an additional insured as respects the operations and activities of, or on behalf of, the named insured performed under Agreement with the County of Santa Cruz.

CERTIFICATE HOLDER**ADDITIONAL INSURED; INSURER LETTER****CANCELLATION**

County of Santa Cruz
 Public Works Department
 711 Williamson Connie Silva
 701 Ocean Street, Room 410
 Santa Cruz, CA 95060

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO ME CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

CIC, Matthew Little/MRT

ACORD CORPORATION 1998

ACORD 65

FAX: (831) 454-2385

Lic. #0373687

Fax (831) 624-4605 • Phone (831) 624-1234

ACORD		CERTIFICATE OF LIABILITY INSURANCE		11/29/00																					
REDUCER WGA INSURANCE SERVICES P.O. BOX 2130 NEWPORT BEACH, CA. 92658		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 License# Elkhorn Native Plant Nursery, LLC P. O. Box 270 Mass Landing, CA 95039		<div style="text-align: center;">COMPANIES AFFORDING COVERAGE</div> <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 10%; text-align: center;">COMPANY</td> <td style="width: 10%; text-align: center;">A</td> <td style="width: 50%;">WESTERN GROWERS INSURANCE COMPANY</td> <td style="width: 10%; text-align: right;">0333</td> <td style="width: 10%;"></td> </tr> <tr> <td style="text-align: center;">COMPANY</td> <td style="text-align: center;">B</td> <td></td> <td></td> <td></td> </tr> <tr> <td style="text-align: center;">COMPANY</td> <td style="text-align: center;">C</td> <td></td> <td></td> <td></td> </tr> <tr> <td style="text-align: center;">COMPANY</td> <td style="text-align: center;">D</td> <td></td> <td></td> <td></td> </tr> </table>				COMPANY	A	WESTERN GROWERS INSURANCE COMPANY	0333		COMPANY	B				COMPANY	C				COMPANY	D			
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WORKERS COMPENSATION AND EMPLOYERS' LIABILITY THE PROPRIETOR/ PARTNER/EXECUTIVE <input type="checkbox"/> INCL OFFICERS ARE: <input type="checkbox"/> EXCL	CN0030328	03/16/2000	03/16/2001	<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 60%;">WC STATUTORY LIMITS</td> <td style="width: 10%; text-align: center;">X</td> <td style="width: 30%;"></td> </tr> <tr> <td>OTHER</td> <td></td> <td>California</td> </tr> <tr> <td>EL EACH ACCIDENT</td> <td></td> <td>\$2,000,000</td> </tr> <tr> <td>EL DISEASE-POLICY LIMIT</td> <td></td> <td>\$2,000,000</td> </tr> <tr> <td>EL DISEASE-EA EMPLOYEE</td> <td></td> <td>\$2,000,000</td> </tr> </table>	WC STATUTORY LIMITS	X		OTHER		California	EL EACH ACCIDENT		\$2,000,000	EL DISEASE-POLICY LIMIT		\$2,000,000	EL DISEASE-EA EMPLOYEE		\$2,000,000						
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OTHER		California																							
EL EACH ACCIDENT		\$2,000,000																							
EL DISEASE-POLICY LIMIT		\$2,000,000																							
EL DISEASE-EA EMPLOYEE		\$2,000,000																							
OTHER	Not Covered	Not Covered																							
DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS California Only																									
CERTIFICATE HOLDER Attn: Connie Silva County of Santa Cruz Public Works Department 701 Ocean Street, Room 410 Santa Cruz, CA 95060			CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 * DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OF LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.																						
			AUTHORIZED REPRESENTATIVE <i>David C. Silva</i>																						

65

Elkhorn

Native Plant Nursery

Director of Public Works
County of Santa Cruz
Public Works Department
701 Ocean Street, Room 410
Santa Cruz, CA 95060
Attn: Connie Silva

Subject: Request for proposals for revegetation, landscape, and maintenance services for the County of Santa Cruz, Department of Public Works.

Project Description

The Department of Public Works projects have many facets, of which only one is the erosion and revegetation element. The County of Santa Cruz needs responsible, reliable contractors to bring expertise, professionalism and flexibility to the team, to accomplish the job in the most efficient, cost effective, safe, and accurate manner.

The **Elkhorn** Native Plant Nursery provides erosion control and revegetation project management, installations, plant material, seeds, maintenance, monitoring, project design, permitting, and consultation. Our company holds the following licenses:

- C-27 Landscape Contractor (753046)
- Seed Dealer
- Produce Dealer (permits brokering of plant material)
- License to Grow and Sell Nursery Stock
- Maintenance Gardener Pesticide Applicator
- Pest Control Applicator
- Pest Control Advisor

In addition, we carry business liability, worker's compensation, and vehicle insurance, and are established with a bonding company for performance, payment, and licensing bonds.

The team and project management at **Elkhorn** Native Plant Nursery is lead by Jean Ferreira. Jean has twenty years of hands on experience designing and managing restoration projects: 17 years with CA State Parks as a Resource Ecologist, and 3.5 as manager of the **Elkhorn** Native Plant Nursery. Her resume and partial list of projects is included in this package.

Jean has managed projects in all the major plant and animal communities of California's central coast. She performed pioneering work in sand dune restoration for State Parks in San Diego, San Luis Obispo, Monterey, Santa Cruz, and Mendocino counties, and has restored over 300 ac of dune habitat. She has managed complex projects such as the Pescadero Marsh Restoration that required extensive permitting and collaborating with the permitting agencies. That project included removal of levees, installation of water control systems, construction of pedestrian bridges, in addition to revegetation and endangered species management. She has obtained permits from numerous counties, Coastal Commission, CA Department of Fish and Game (streambed alteration and MOU for take of an endangered species), Cal Trans (encroachment), USFWS (endangered species take), Air Resource Board, and BCDC.

Revegetation and erosion control projects can be simple or quite diverse. To emphasize the diverse services that **Elkhorn** Native Plant Nursery can provide, some of the aspects of past projects are described below.

- **Weed Control.** Almost every project we are involved with has some element of weed control, and sometimes it is the major focus. In the last two years we have successfully controlled fennel, poison hemlock, Himalayan berry, mustard, radish, bur clover, iceplant, capeweed, oxalis, English ivy, annual European grasses and **vinca**. We carry three pesticide licenses: maintenance gardener, certified applicator, and pest control advisor. Our team has good knowledge of local weeds, their biology, most effective control methods, and the necessary follow-up maintenance. When chemical control is necessary in **wildland** settings, we often use a wick applicator to avoid contact with desirable plants.

Elkhorn Native Plant Nursery

- **Seed Mixes.** We specialize in designing native seed mixes for erosion control and habitat restoration. We counsel clients on correct rate of application for different site conditions and species.
- **Seed & Plant Material Collection.** We collect site specific seed and plant material for restoration projects. Our project manager, crew leader, and propagator, can identify native-species, including the grasses, sedges and rushes. Our crews are trained in the collection of mature, pest free seed, and healthy, vigorous cuttings from various mother plants at a given location. We have a seed cleaning facility for larger lots of seed, with a brush machine, seed mill, gravity table and indent machine. We also have the tools for hand cleaning small lots. We understand the vital importance of clear and accurate labeling of species and collection locations. We keep detailed notes on all collections in a log. We have obtained permission for collection on public and private land including State Parks, various regional park districts, Santa Clara Water Management District, Monterey Peninsula Water Management District, Stanford University, UCSC Reserves, BLM, and the Pebble Beach Company.
- **Seed Sales.** We are licensed seed dealers by the State of California, and we carry commercially grown seed for many natives. We have good knowledge of the laws governing the sale of seed as enforced by the CA Department of Food and Agriculture.
- **Seeding.** We can apply seed by hand broadcasting or mechanically spreading, rake or roll in seed, or hydroseed. Recent seeding projects by ENPN include Coastanoa Camp and Lodge (hydroseed native grasses and wildflowers) and Nestlown (spread by tractor pulled broadcaster and roll in with ring roller attachment).
- **Erosion Control.** Mechanical methods we have employed in addition to using seed and plants are jute netting, netting and straw blanket, netting and coconut blanket, straw bales, broadcast and punched straw, straw bundles planting, willow staking, willow wattling, willow matting, **woodchip** mulch.
- **Plant Propagation.** Our nursery specializes in propagation for restoration projects. We provide recommendations on the best plant container for each species. We know the time required for propagation, correct timing for collection, and are knowledgeable of common propagation problem when using site specific material. If project delays cause planting delays, our

propagator will recommend plant divisions or increasing container sizes as needed to keep the plants healthy and vigorous while in the nursery.

- **Planting.** Our installation crew is trained in correct and efficient planting. Many of our crew began with ENPN working in the nursery propagating plants, and are very skilled at proper handling of seedlings, planting at the correct height in the planting hole, creating water wells and mulching all plantings. Plant protection devices (above and below ground) are recommended by ENPN for 'wildland' sites. Close monitoring of any plant staking, or cages is provided by ENPN during maintenance to insure they are not inhibiting proper growth of the plant.
- **Maintenance and Monitoring Services.** ENPN has provided maintenance and monitoring services for 90% of all restoration installation jobs we have accomplished. We can create, and implement, a schedule of maintenance tasks needed. All maintenance performed can be documented for the client. Our crew leader is present at each scheduled maintenance visit and can determine needs for watering, identify newly sprouting weeds or natives, check for problems with drainage, or erosion, and make minor adjustments or suggest solutions. We can also design monitoring for statistically valid results, outline criteria and implement and document the program.
- **Administrative Support.** We have very organized and timely administrative support for all project insurance certificates, bonding, billing, progress, or final reports.

Fee Schedule:

Consultant/Planner	\$ 95/hr.
Project Supervisor	\$ 38/hr.
Skilled Labor	\$ 28/hr.
Heavy Equipment Mobilization	\$500.
Small tractor or Gator Mob.	\$150.
Large tractor w/operator	\$ 95/hr
Medium tractor w/operator	\$ 75/hr
Small tractor w/operator	\$ 55/hr

Contract No. _____
INDEPENDENT CONTRACTOR AGREEMENT

0338

THIS CONTRACT is entered into this 12TH day of DECEMBER, 2000, and between the COUNTY OF SANTA CRUZ, hereinafter called COUNTY, and SHANGRILA INC., hereinafter called CONTRACTOR. The parties agree as follows:

1. DUTIES. CONTRACTOR agrees to exercise special skill to accomplish the following result: PERFORM REVEGETATION, LANDSCAPE INSTALLATION, AND MAINTENANCE SERVICES FOR PUBLIC WORKS HABITAT RESTORATION PROJECTS AS NEEDED.

2. COMPENSATION. In consideration for CONTRACTOR accomplishing said result, COUNTY agrees to pay CONTRACTOR as follows: BASED ON A FORCE ACCOUNT PAYMENT (TIME AND MATERIALS) IN AN AMOUNT NOT TO EXCEED \$25,000. THE CONTRACTOR WILL ALSO BE REQUIRED TO SUBMIT A COST ESTIMATE FOR THE WORK TO BE PERFORMED ON EACH SPECIFIC PROJECT AND TO OBTAIN WRITTEN APPROVAL FROM PUBLIC WORKS PRIOR TO COMMENCING WITH THE WORK.

3. TERM. ~~The term of this contract shall be~~ 1 t h r o u g h J u n e 3 0 , 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 COUNTY (which for the purpose of paragraphs 5 and 6 shall include, without limitation, its officers, agents, employees and volunteers) from and against:

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

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

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

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

0339

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 COUNTY both certify to this fact by initialing here ____/____.

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

(4) Professional Liability Insurance in the minimum amount of \$1 ,000,000.00 combined single limit, if, and only if, this Subparagraph is initialed by CONTRACTOR and COUNTY - / -

B. Other Insurance Provisions

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

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

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

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

0340

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

BILL WILLIAMSON
DEPARTMENT OF PUBLIC WORKS
701 OCEAN STREET, ROOM 410
SANTA CRUZ, CA 95060

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

BILL WILLIAMSON
DEPARTMENT OF PUBLIC WORKS
701 OCEAN STREET, ROOM 410
SANTA CRUZ, CA 95060

7. EOUAL 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, pregnancy, sex, sexual orientation, 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, 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, pregnancy, sex, sexual orientation, 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 40 12) identifying the sex, race, physical or mental disability and job classification of its employees and the names, dates and methods of advertisement and direct solicitation efforts made to subcontract with Minority/Women/Disabled Business Enterprises.

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

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

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

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

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

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

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

9. CONTRACTOR represents that its operations are in compliance with applicable County planning, environmental and other laws or regulations.

0342

10. CONTRACTOR is responsible to pay prevailing wages and maintain records as required by Labor Code Section 1770 and following.

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

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

13. 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.

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

15. ATTACHMENTS. This Agreement includes the following attachment: FEE SCHEDULE.

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

COUNTY OF SANTA CRUZ

By: _____
Director of Public Works

APPROVED AS TO FORM:

By: D. McRae 12-1-00
Chief Assistant County Counsel

CONTRACTOR
SHANGRI LA, INC.

By: Ron Jensen, Pres.
Ron Jensen

Address: P.O. BOX 15 15
CAPITOLA, CA 95010

Telephone: (83 1) 476-0699
FAX: (83 1) 476-0699
E-MAIL _____

DISTRIBUTION: Auditor-Controller
Contractor
Public Works

CS:mg
REVE2M

65

Shangrila

0343

Director of Public Works
Co. of S.C. Dept. of Public Works
701 Ocean St., Rm. 410
Santa Cruz, CA 95060

November 29, 2000

RE: **Revegetation, Landscape and Maintenance
Services for Dept. of Public Works Projects**

To whom it may concern:

As previously mentioned in our Bid Package dated 11/10/2000 for the installation and maintenance of revegetation projects, landscape installations, and automatic/manual irrigation systems, as well as managing either short or long term those projects, the following is our Hourly Fee Schedule based upon Prevailing Wage Rates:

Labor:

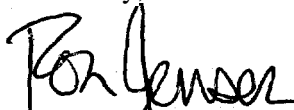
- | | | |
|----|-----------------------|-------------------|
| 1. | Ron Jensen, President | \$ 65.00/per hour |
| 2. | Foreman | \$ 55.00/per hour |
| 3. | Technicians | \$ 45.00/per hour |

Equipment:

- | | | |
|----|------------------------|-------------------|
| 1. | Dump Truck | \$1 5.00/per hour |
| 2. | Tractor w/ implements | \$ 50.00/per hour |
| 3. | Tractor w/o implements | \$ 40.00/per hour |
| 4. | Walk behind Trencher | \$ 25.00/per hour |
| 5. | Walk behind Rototiller | \$ 15.00/per hour |

All material invoices will receive a 5% mark up.

Sincerely,"



Ron Jensen, President
Shangrila Landscape Mgmt., Inc.

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)
10/24/2000

PRODUCER (559)297-9484 FAX (559)297-4558
Landscape Contractors
Insurance Services, Inc.
1835 N. Fine Avenue
Fresno, CA 93727

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
0344

INSURED Shangrila Landscape Management Inc.

P.O. Box 1515
Capitola, CA 95010

INSURER A: Everest National Insurance Co.

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.

SR/TR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY	1700000468-001	10/22/2000	10/22/2001	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				FIRE DAMAGE (Any one fire) \$ 100,000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person) \$ 5,000
	<input checked="" type="checkbox"/> XCU-Coverage				PERSONAL & ADV INJURY \$ 1,000,000
	<input checked="" type="checkbox"/> \$250 PD DED				GENERAL AGGREGATE \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:				PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC	1700000469-001	10/22/2000	10/22/2001	
	AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" 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				
	DAMAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$
	ANY AUTO				OTHER THAN AUTO ONLY: \$
					EACH ACCIDENT \$
					AGGREGATE \$
	EXCESS LIABILITY				EACH OCCURRENCE \$
	UMBRELLA FORM				AGGREGATE \$
	OTHER THAN UMBRELLA FORM				
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	3800000309-001	04/01/2000	04/01/2001	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER \$
	THE PROPRIETOR/ PARTNERS/EXECUTIVE OFFICERS ARE: <input type="checkbox"/> INCL <input checked="" type="checkbox"/> EXCL				EL EACH ACCIDENT \$ 1,000,000
	OTHER				EL DISEASE - POLICY LIMIT \$ 1,000,000
					EL DISEASE - EA EMPLOYEE \$ 1,000,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

CERTIFICATE HOLDER

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Debbie Cerkuej ra/LISA

Debbie Cerkuej

ACORD 25 (10/95)

ACORD CORPORATION 1998

COUNTY OF SANTA CRUZ
REQUEST FOR APPROVAL OF AGREEMENT

Vendor 08324

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

FROM: PUBLIC WORKS (Dept.)
0345
(Signature) 11-29-00 (Date)

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

- Said agreement is between the COUNTY OF SANTA CRUZ (Agency)
Elkhorn Native Plant Nursery
and P. O. Box 270, Moss Landing, CA 95039-0270 (Name & Address)
- The agreement will provide revegetation, landscape installation and maintenance services
for various Public Works projects
- The agreement is needed because the work can be handled most expeditiously by contract
- Period of the agreement is from Board Approval to June 30, 2001
- Anticipated cost is \$ 25,000.00 (Fixed amount; Monthly rate; Not to exceed)
- Remarks: Contract \$25,000.00
- Appropriations are budgeted in 601000 ! 63080 ! 3665 ! (Index#) 3590 (Subobject)

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

Appropriations are available and have been encumbered. Contract No. C002311 Date 11-30-00
are not will be

GARY A. KNUTSON, Auditor - Controller

By Deputy

Proposals reviewed and approved. It is recommended that the Board of Supervisors approve the agreement and authorize the
Director of Public Works to execute the same on behalf of the Department of
Public Works (Agency). County Administrative Officer

Remarks:

(Analyst)

By Date

Agreement approved as to form. Date

CS:bhs

Distributed on:

Bd. of Supv. - White
Auditor-Controller - Blue
County Counsel -
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

19

BY Deputy Clerk

COUNTY OF SANTA CRUZ

REQUEST FOR APPROVAL OF AGREEMENT

Vendor 102063

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

FROM:

PUBLIC WORKS

0346

(Dept.)

(Signature)

11-29-00 (Date)

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

- Said agreement is between the COUNTY OF SANTA CRUZ (Agency)
and Shangrila, Inc., P. O. Box 1515, Capitola, CA 95010 (Name & Address)
- The agreement will provide revegetation, landscape installation and maintenance services
for various Public Works projects
- The agreement is needed, because the work can be handled most expeditiously by contract.
- Period of the agreement is from Board Approval to June 30, 2001
- Anticipated cost is \$ 25,000.00 (Fixed amount; Monthly rate; Not to exceed)
- Remarks: Contract \$25,000.00; 7% Overhead \$1,750.00; Total \$26,750.00
- Appropriations are budgeted in 601000 ! 63080 ! 3665 ! (Index#) 3590 (Subobject)

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

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

Contract No. C002312 Date A - 3 0 -00

GARY A. KNUITSON, Auditor - Controller

By T. S. Chang Deputy.

Proposal reviewed and approved. It is recommended that the Board of Supervisors approve the agreement and authorize the
Director of Public Works to execute the same on behalf of Department of
Public Works (Agency). County Administrative Officer

Remarks:

(Analyst)

By _____ Date _____

Agreement approved as to form. Date _____

CS:bks

Distribution:

Bd. of Supv. - White
Auditor-Controller - Blue
County Counsel - pink
Co. Admin. Officer - conary
Auditor-Controller - pink
Originating Dept. - Goldenrod

To Or g. 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 _____

_____ 19 _____

By _____ Deputy Clerk

65 (6/95)