



County of Santa Cruz

0611

REDEVELOPMENT AGENCY

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

(831) 454-2280 FAX: (831) 4543420 TDD: (831) 454-2123

TOM BURNS, AGENCY ADMINISTRATOR

May 29, 2001

Agenda: June 12, 2001

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

LIVE OAK LIBRARY EXPANSION PROJECT APPROVAL OF CONTRACT FOR DESIGN SERVICES

Dear Members of the Board:

In February of 1998, the Live Oak Interim Library opened its doors to the local community. Located on scenic Corcoran Lagoon, the site gained immediate popularity with the community. As a result, in October of 1998, your Board selected this site for the expanded permanent Live Oak Library. The Agency's multi-year work program currently has expansion of the library scheduled for 2003, with the design process beginning this year. The purpose of this letter is to consider a contract for architectural design services for the Live Oak Library Expansion Project.

Following approved County procedures, a Request for Qualification package was previously sent out to local architects as well as architects serving the Monterey Bay and San Francisco Bay areas. Seven (7) qualification packages were received, ranked by a review panel of County and Library staff, and a short list of four (4) consultant teams was developed. In February of this year, your Board, as the Board of Directors for the Redevelopment Agency then approved a Request for Proposal which was sent to the four (4) short listed consultants. These firms were interviewed in March and Ripley Architects of Oakland was selected as the top ranked firm based upon a review of the proposals and the interviews. The firm is highly regarded and has extensive experience in the design and development of library renovation projects.

The location of the library adjacent to Corcoran Lagoon makes the site not only popular with the community but makes it highly sensitive as well. Thus opportunities for expansion of library services to better serve the Live Oak community will require careful balancing with the scenic opportunities of the site and the sensitive nature of development on Corcoran Lagoon. In order to fully evaluate an appropriate range of alternatives and develop a concept plan for the Live Oak Library Expansion Project, staff is recommending that the design services for this project be completed under two separate contracts. The first contract would include design services necessary to develop a conceptual plan for the library expansion and the second contract would include design services necessary to complete the plans necessary for permit approvals and construction. Staff has thus

negotiated a contract and scope of services for the conceptual design phase with Ripley Architects in the amount of \$59,334.19 (see Attachment 1).

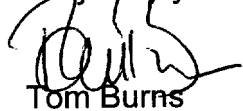
Working closely with County and Library staff, the architect will use the conceptual design phase to explore and evaluate all appropriate solutions for the building and site including the size and function of the building, the parking layout and site access, the aesthetic and environmental qualities, and the cost of the various alternatives. Included will be a presentation to the community to get feedback on the design, layout, and function of an expanded library. Lastly, staff will bring a recommended conceptual design for the building and site to your Board for approval. After this first step, we will then bring a second contract to your Board for the additional phases of work including; schematic design, design development and permit drawings, and construction documents.

The Redevelopment Agency staff has determined that the improvements associated with the development of the Live Oak Library Expansion Project 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:

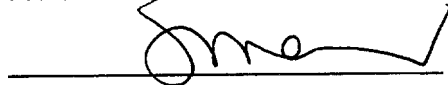
- 1) Approve the attached Contract and Scope of Services with Ripley Architects for design services for the development of a Conceptual Plan for the Live Oak Library Expansion Project in an amount not to exceed \$59,334.19 and authorize the Redevelopment Agency Administrator to sign the contract on behalf of the Agency; and
- 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

cc. RDA
Ann Turner, City/County Library

Auditor-Controller
Ripley Architects

Contract No. _____

INDEPENDENT CONTRACTOR AGREEMENT

THIS CONTRACT is entered into this ____ day of _____, 20____, by and between the COUNTY OF SANTA CRUZ REDEVELOPMENT AGENCY, hereinafter called AGENCY, and RIPLEY ARCHITECTS, 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, "Scope of Services and Fee Proposal."

2. COMPENSATION. In consideration for CONTRACTOR accomplishing said result, COUNTY agrees to pay CONTRACTOR as follows: as described in Exhibit A, "Scope of Services and Fee Proposal."

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 ANTI 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).

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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 _____ I _____.

(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 initiated by CONTRACTOR and AGENCY OK / _____

B. Other Insurance Provisions

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

policy premium during the term of this Agreement in order to purchase prior acts or tail coverage for post agreement coverage shall be deemed to be reasonable.

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

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

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

“This insurance shall not be canceled until after thirty (30) days prior written notice, or ten (10) days written notice for non-payment of premium, has been given to:

County of Santa Cruz Redevelopment Agency
Agency Administrator
70 1 Ocean Street, Room 5 10
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
70 1 Ocean Street, Room 5 10
Santa Cruz, CA 95060.

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

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

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

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

(2) The CONTRACTOR shall furnish COUNTY **Affirmative** Action Office information and reports in the prescribed reporting format (PER 4012) identifying the sex, race, physical or mental disability, and job classification of its employees and the names, dates and methods of advertisement and direct solicitation efforts made to subcontract with Minority/Women/Disabled Business Enterprises.

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

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

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

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

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

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

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

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

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

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

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

12. **ACKNOWLEDGMENT.** CONTRACTOR shall acknowledge in all reports and literature that the Santa Cruz County Redevelopment Agency has provided funding to the CONTRACTOR.

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

Exhibit A, "Scope of Services and Fee Proposal "

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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: **RIPLEY ARCHITECTS**

By: _____

Date _____

Address: 1730 Franklin Street, Suite 103
Oakland, CA 94612
Telephone: (510) 267-0393

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

Live Oak Library . ♦ Phase 1 - Scope of Work & Fee ScheduleProgramming, Space Diagrams, Conceptual Site Plan Studies Tasks

The Concept Design phase has four activities -- determining the size of the building, programming the relative size of library elements and diagramming their adjacencies, determining the landscaping, drainage and parking layout and determining the costs for different alternatives. The scope of work is as follows:

- A. Review existing information re site and building (provided by the agency)
 - Review existing drawings of building
 - Review owners soils report
 - Review seismic upgrade and implications for connecting the addition
 - Review and photograph existing building
 - Review all applicable codes and use permits
 - Determine status of other investigations (i.e. hazardous materials, survey, geotechnical reports, etc.)
 - Initiate CAD base drawings of site using owner's topographical survey
 - Site analysis studies using owner provided survey of trees, canopy size, trunk caliper and condition.
 - Verify all review steps and schedule submittals to agencies and determine required submittal formats with the project manager.
- B. Program
 - Review program and Library standards
 - Discuss program with library project coordinator
 - Summarize findings and analysis of program
- C. Study Building Alternatives – Up to 5 concepts
 - Each alternative should show the following:
 - Access to the site*
 - Parking*
 - Access to the building*
 - Layout of the library components and list of areas*
 - Accommodation of shelving and furniture and size of collection*
 - Generalized massing diagram*
 - Landscape concepts and general site drainage*
 - Cost plan*
 - Pros and cons analysis*
- D. Prepare Cost Plans
- E. Refine preferred Alternative(s) per the comments and adjust cost if necessary.
- F. Community Meeting to Present Preferred Alternative(s)
- G. Prepare materials for Board presentation
 - To include study level massing model or rendering of preferred Alternative. This presentation will not include selection of colors and materials, which will be presented during the schematic design phase
- H. Up to Five (5) meetings for the Conceptual Design tasks as stated above.
- I. Conceptual Design shall begin June 18, 2001 and be completed by November 16, 2001.

FEE PROPOSAL --- LIVE OAK LIBRARY -- PROGRAMMING, SPACE DIAGRAM, CONCEPTUAL SITE PLAN STUDIES

SCOPE OF WORK	Ripley Architects								Joni L. Janecki & Associates								Bowman & Williams							
	Cynthia Ripley				Staff				Principal				Staff				Principal				Staff			
	on site		office		on site		office		on site		office		on site		office		on site		office		on site		office	
	HRS	FEE	HRS	FEE	HRS	FEE	HRS	FEE	HRS	FEE	HRS	FEE	HRS	FEE	HRS	FEE	HRS	FEE	HRS	FEE	HRS	FEE	HRS	FEE
A Gather/Review existing information	-		8	1,200	-		40	3,000	2	300	4	600	3	225	16	1,200	1	150	-		-		8	600
B Review program and library standards	-		4	600	-		8	600	-		-		-		-		-		-		-		-	
C Prepare alternative building site diagrams	-		24	3,600	-		60	4,500	8	1,200	-		-		16	1,200	4	600	-		-		8	600
D Prepare cost plans	-		4	600	-		4	300	-		2	300	-		-		-		2	300	-		-	
E Refine Alternative per Comments	-		8	1,200	8	600	40	3,000	-		4	600	-		16	1,200	-		-		-		-	
F Prepare Materials for Board Presentation	-		8	1,200	-		60	4,500	-		-		-		8	600	-		-		-		-	
Meetings 1 - 4 Review Alternatives & Select Preferred	24	3,600	8	1,200	-		-		8	1,200	4	600	-		-		-		-		-		-	
Meeting 5 Present to Redevelopment Board	-		8	1,200	-		-		-		8	1,200	-		-		-		-		-		-	
Meeting 6 Discuss Next Steps with RDA/Library Staff	8	1,200	-		-		-		-		-		-		-		-		-		-		-	
Subtotals	32	\$4,800	72	\$10,800	8	\$ 600	212	\$15,900	18	\$2,700	22	\$3,300	3	\$ 225	56	\$4,200	5	\$ 750	2	\$ 300	0	\$ -	16	\$1,200
TOTALS BY FIRM -	\$ 32,100.00								\$ 10,425.00								\$ 2,250.00							
Consultants Mark-Up-Calculated @ 15% of Fee									\$ 1,563.75								\$ 337.50							

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Certificate of Insurance

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1 of 1 #S31909/M31907

Agency Name and Address: Professional Practice Insurance Brokers, Inc. 0 California Street Redwood City, CA 94063-1513	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 THE POLICIES LISTED BELOW.
Insureds Name and Address: Ripley Associates 730 Franklin Street, Suite 103 Oakland, CA 94612	Companies Affording Policies: A. American Motorists Insurance Co. B. American Motorists Insurance Co. C. Agricultural Insurance Company D. E. F.

COVERAGES: THIS IS TO CERTIFY THAT 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 CONTRACTOR 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.

TYPE OF INSURANCE	POLICY NUMBER	EFF.DATE	EXP.DATE	POLICY LIMITS
A GENERAL LIABILITY <input type="checkbox"/> Commercial General Liability <input type="checkbox"/> Claims Made <input checked="" type="checkbox"/> Occurrence <input type="checkbox"/> Owner's and Contractors Protective <input type="checkbox"/>	7RS66066401	02/27/01	02/27/02	General Aggregate: \$2,000,000 Products-Com/Ops Aggregate: \$2,000,000 Personal and Adv. Injury: \$1,000,000 Each Occurrence: \$1,000,000 Fire Dmg. (any one fire): \$100,000
A AUTO LIABILITY <input type="checkbox"/> Any Automobile <input type="checkbox"/> All Owned Autos <input type="checkbox"/> Scheduled Autos <input checked="" type="checkbox"/> Hired Autos <input type="checkbox"/> Non-owned Autos <input type="checkbox"/> Garage Liability <input type="checkbox"/>	7RS66066401	02/27/01	02/27/02	Combined Single Limit: \$1,000,000 Bodily Injury/person: \$0 Bodily Injury/accident: \$0 Property Damage: \$0
E EXCESS LIABILITY <input type="checkbox"/> Umbrella Form <input type="checkbox"/> Other than Umbrella Form				Each Occurrence: Aggregate:
E WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY	7CW30465404	09/23/00	09/23/01	Statutory Limits Each Accident: \$1,000,000 Disease/Policy Limit: \$1,000,000 Disease/Employee: \$1,000,000
C PROFESSIONAL LIABILITY*	EDN3208853	12/30/99	12/30/02	Per Claim \$1,000,000 Aggregate \$1,000,000
				\$0

Description of Operations/Locations/Vehicles/Restrictions/Special items:

ALL OPERATIONS OF THE NAMED INSURED, INCLUDING LIVE OAK LIBRARY. SEE ADDITIONAL INSURED ENDORSEMENT ATTACHED.

*Written at aggregate limits of liability not less than amount shown.

Certificate Holder: County of Santa Cruz Redevelopment Agency 701 Ocean Street, Room 510 Santa Cruz, CA 95060	THE AGGREGATE LIMIT IS THE TOTAL INSURANCE AVAILABLE FOR ALL CLAIMS PRESENTED WITHIN THE POLICY FOR ALL OPERATIONS OF THE INSURED. CANCELLATION: SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY, ITS AGENTS OR REPRESENTATIVES WILL MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, EXCEPT IN THE EVENT OF CANCELLATION FOR NON-PAYMENT OF PREMIUM IN WHICH CASE 10 DAYS NOTICE WILL BE GIVEN. Authorized Representative: <i>Siqi Guen</i> 05/22/01
--	--

**KEMPER PREMIER ENDORSEMENT
FOR ARCHITECTURE AND ENGINEERING FIRMS**

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This blanket endorsement modifies insurance provided under the following:

Named Insured:	Ripley Associates	
Policy Term:	02/27/01-02/27/02	Policy No. 7RS66066401

1. THE FOLLOWING IS ADDED TO THE BUSINESS OWNERS LIABILITY COVERAGE FORM, BP 71 08:
Item 5. of Section C. -WHO IS AN INSURED, is deleted and replaced by the following:

ADDITIONAL INSURED — BY CONTRACT, AGREEMENT OR PERMIT

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

Any person or organization (named above) to whom or to which you are obligated by virtue of a written contract, agreement or permit to provide such insurance as afforded by this policy is an insured, but only with respect to liability arising out of:

- a. "Your work" for that insured by you, including work or operations performed on your behalf for that insured;
- b. Permits issued by state or political subdivision for operations performed by you; or
- c. Premises you own, rent, occupy or use.

PRIMARY/NON-CONTRIBUTORY-This insurance is primary and is not additional to or contributing with any other insurance carried by or for the benefit of Additional Insureds.

This provision does not apply unless the written contract or agreement has been executed, or the permit has been issued, prior to the "bodily injury," "property damage," "personal injury" or "advertising injury."

This provision does not apply to any person or organization included as an insured under Additional Insured – Vendors.

2.

SEPARATION OF INSUREDS — Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this policy to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom claim is made or suit is brought.

3.

NOTICE OF CANCELLATION

- a. If we cancel this policy for any reason other than non-payment of premium, we will mail written notice at least 30 days before the effective date of cancellation to the Additional Insureds on file with the Company.
- b. **If** we cancel this policy for non-payment of premium, we will mail written notice at least 10 days before the effective date of cancellation to the Additional Insureds on file with the Company.

4.

WAIVER OF SUBROGATION — V.2.a. Applicable to Businessowners Liability Coverage:

If the insured has rights to recover all or part of any payment we have made under this policy, those rights are transferred to us. This insurance shall not be invalidated should the Named Insured waive in writing, prior to a loss, any or all rights of recovery against any party for a loss occurring. However, the insured must do nothing after a loss to impair these rights. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them. This condition does not apply to Medical Expenses Coverage.

Nothing herein contained shall vary, alter or extend any provision or condition of the Policy other than as above stated.

AMERICAN MOTORISTS INSURANCE COMPANY

Authorized Signature

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COUNTY OF SANTA CRUZ
REQUEST FOR APPROVAL OF AGREEMENT

0624

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

FROM:

REDEVELOPMENT

(Dept.)

(Signature) 5/29/01 (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 Ripley Architects, 1730 Franklin Street, Suite 103, Oakland, CA 94612 (Name & Address)

2. The agreement will provide design services for the conceptual design process
for the Live Oak Library Expansion Project

3. The agreement is needed because staff is unable to prepare the necessary work

4. Period of the agreement is from June 5, 2001 to June 30, 2002

5. Anticipated cost is \$ 59,334.19 ~~XXXXXXXXXXXXXXXXXXXX~~ (Fixed Amount, Monthly, etc.; Not to exceed)

6. Remarks:

7. Appropriations are budgeted in 611138 (Index#) 9327 (Subobject)

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

Appropriations 0 are available and have been encumbered.
are not will be

Contract No. 02439 - Date 6-1-01

GARY A. KNUTSON, Auditor - Controller

By F. Silbaugh Deputy.

Follow

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

Redevelopment Agency (Agency).

Remarks: SS (Analyst)

County Administrative Officer

By 6/03/01 Date

Agreement approved as to form. Date _____

Distribution:

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

To Orig. Dept. if rejected.

State of California)
County of Santa Cruz) ss

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

By _____ Deputy Clerk