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County of, Santa Cruz

COUNTY ADMINISTRATIVE OFFICE

701 OCEAN STREET, SUITE 520, SANTA CRUZ, CA 95060-4073
(831) 454-2100 FAX: (831) 454-3420 TDD: (831) 454-2123
SUSAN A. MAURIELLO, J.D., COUNTY ADMINISTRATIVE OFFICER

July 25, 2001

Agenda: August 7, 2001

Board of Supervisors County of Santa Cruz 701 Ocean Street Santa Cruz, CA 95060

Sanctuary Scenic Trail Wayfinding and Interpretive Designs - Phase 2 Transportation Enhancement Act (TEA) Grant Implementation

Dear Members of the Board:

In our May **8**, 2001 update to your Board on the activities associated with the Sanctuary Inter-Agency Task Force's workplan, staff informed your Board that at their April 2001 meeting, the Santa Cruz County Regional Transportation Commission had approved a revision to the County's TEA grant application for Scenic Trail activities. The revision provided that the TEA funds could be used entirely for preliminary engineering and final designs purposes.

Your Board may recall that for Phase 1 of the Trail Project, the County secured a grant from the State Resources Agency to develop conceptual designs for a trail logo, a wayfinding system to orient trail users, and an interpretation system to showcase distinct habitat areas and illustrate themes and stories which are consistent with the conservation and education goals of the Monterey Bay National Marine Sanctuary. Through a competitive process, Leslie Stone Associates was chosen as the winning design firm.

The designs have been broadly showcased to the general public at such events as the Sanctuary Symposium, the Sharkfest and Sanctuary Celebration at the Santa Cruz Municipal Wharf, to Sanctuary staff at both the local and national level, to a joint meeting of the Santa Cruz Arts Commission and Public Art Committee, and they have been approved by your Board, the Santa Cruz and Capitola City Councils, and the Santa Cruz Port Commission.

For Phase 2, which will provide preliminary engineering and final design **of** the trail elements and an Archeological Review, the County secured \$100,000 in TEA grant funds. The County's Department of Public Works will administer the TEA grant process. Grant administration costs (overhead) will be provided from the Task Force's Trust Fund from member contributions. Phase 2 will be accomplished at no cost to the County. An independent services contract with Leslie Stone Associates is attached for your review. In summary, Phase 2 will provide:

- ✓ a field survey of the core area of the trail (Wilder Ranch to Seacliff Beach)
- J a location plan for orientation / entry points (13); directional signs/junctions (30); minor interpretive exhibits (16); major interpretive exhibits (6); and trail markers

- sketch plan view of major (6) and minor (16) interpretive exhibit sites, and maps showing location of all orientation and directional signs, and all minor and major exhibits
- ✓ an Archaeological Survey Report (ASR) or Negative Archaeological Survey Report
 (NASR) in compliance with the federal regulations issued by the Advisory Council on
 Historic Preservation
- ✓ blueprints or plans for the sign and interpretive elements specified above, that are ready to go to fabrication, and final fabrication estimates

These elements will yield a Program Management Plan and Graphics Standards Manual for the Sanctuary Scenic Trail designs for each of the **Task** Force member jurisdictions who would implement the trail designs (cities of Capitola and Santa Cruz, County of Santa Cruz, Santa Cruz Division of State Parks, Santa Cruz Port District, and UCSC). It is important that this phase be completed in order to provide a consistent design framework for improvements that could occur all along Monterey Bay coastal areas, and to provide accurate costs for each of the design elements.

It is anticipated that once this phase of the project is completed, the next phase, which is the construction of the wayfinding and interpretive elements, will occur through a collaborative effort by the participating jurisdictions and agencies, as funds become available. Prospective funding sources include state and federal grant funds, Monterey Bay National Marine Sanctuary (NOAA) education and interpretive funds, local projects that occur along the Scenic Trail route (such as the East Cliff Drive stabilization and pedestrian pathway project) and private foundation funds.

Congressman Farr is extremely supportive of the completion of a Sanctuary scenic trail around the Monterey Bay. The Congressman will develop and introduce federal legislation to provide federal support for local efforts to complete such a trail. The likely legislative strategy will include an introduction of a bill during 2001-02 to provide a place marker for including authorization language in the re-authorization of the federal Surface Transportation Act that will begin in 2002.

It is therefore RECOMMENDED that your Board:

- 1. Approve an independent services contract with Leslie Stone Associates in the amount of \$100,000 for Phase 2 of the Sanctuary Scenic Trail Design Project, which will provide preliminary engineering and final design of the trail elements, and an archeological review, and authorize the Public Works Director to sign the contract; and
- 2. Approve the attached resolution accepting unanticipated Transportation Enhancement Act and other revenues to offset the costs of this project.

Very truly yours,

SUSAN A. MAURIELLO

County Administrative Officer

SAM:sp:h\data\wp\sanc\teastonecontobos.wpd Attachments

cc: Sanctuary Inter-Agency Task Force
Department of Public **Works**County Administrative Office
Santa Cruz County Regional Transportation Commission

BEFORE THE BOARD OF SUPERVISORS OF THE COUNTY OF SANTA CRUZ, STATE OF CALIFORNIA

	Res	solution No		
	On	the motion of Supervi	sor	
	·	• •	sor	
	the	following resolution is	adopted:	
	RESOLUTIO	N ACCEPTING UNA	ANTICIPATED REVEN	IUE
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WHEREAS	s, the County is re	cipient of funds in the	amount of \$107,00	which are
			cifically set forth in the	
	ne County; and	rr	,	,
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AUD60 (Rev	12/97)		P	age 1 of 2

COUNTY ADMINISTRATIVE OFFICER	Recommended to Board
	// Not recommended to Board
	Supervisors of the County of Santa Cruz, State of, 19 by the following):
AYES: SUPERVISORS	
NOES: SUPERVISORS	
ABSENT: SUPERVISORS	
	Chairperson of the Board
ATTEST:	
Clerk of the Board	
APPROVED AS TO FORM: Lange County Counsel (2/14/97)	APPROVED AS TO ACCOUNTING DETAIL: Auditor-Controller
Distribution: Auditor-Controller County Counsel County Administrative Officer Originating Department	
AUD60 (REV 12/97)	

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Page **2** of **2**

COUNTY OF SANTA CRUZ

- 3

REQUEST FOR APPROVAL OF AGREEMENT

TO:	Bourd of Supervisors County Administrative Officer County Counsel Auditor-Controller	San d. Ku	FROM:	cholin Ped	DPW men (Signature)	1	—— (Dept. j
The	Board of Supervisors is hereby requ	uested to approve the	attached ag	reement and auth	orize the execution o	f the some.	
	Said agreement is between the					CA 940 (Name	(Agency) 765 & Address)
2.	<i></i>	emency e slogical ng and i	Pevier	N 7/ 30	2 lements	cenc	
3.	The agreement is needed NU	rure the	Coun	ry con	of provid	e the	<u> </u>
4.	Period of the agreement is from	0/1/01		to	_12/30/20	50Z_	
5.	Anticipated cost is \$ 100,00	0.00			Fixed amount: Mont	thly rate; No	t to exceed)
6.	Remarks: TBA by Bos	000.00 7	* 70 Q	recheal c	\$7,000.00 ; (Index#) 35	Total 9	(Subobject)
•		PRIATIONS ARE IN	SUFFICIENT	ATTACH COM	MPLETED FORM AUD		
Ap	propriations are not available and he	encumbered.	Contract (No. 125 GARY A KNUTSO	34 Date 7	?-26 er	Deputy.
X	reviewed and approved. It is	to e	xecute the sa	ame on behalf of	the UNIO	* Junit	<u>z</u>
Re	Mu Z	(Analyst)	gency). B	× aron	Ny Administrative Offi	cer Dote - 2	5/01
Ag	reement approved cs to form. Date					·	
Dis	Stribution: Bd. of Supv. • White Auditor-Controllor • Blue County Counsel • Green • Co. Admin. Officer • Canary Auditor-Controllor • Pink Originating Dopt. • Goldenrod 'To Orig. Dopt. if rejected.	said Board of Supervi	ex-o hereby certify isors as recomn	that the foregoing mended by the Cou	Board of Supervisors of the request for approval of agonty Administrative Officerous Cour	reement was a by an order du ty Administrat	pproved by uly entered tive Officer

Con	tract	Nο	
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INDEPENDENT CONTRACTOR AGREEMENT

THIS CONTRACT is entered into this 7th day of August, 2001 by and between the COUNTY OF SANTA CRUZ, hereinafter called COUNTY, and Leslie Stone Associates, hereinafter called CONTRACTOR. The parties agree as follows:

- 1. <u>DUTIES</u>. CONTRACTOR agrees to exercise special skill to accomplish the following result:
- A. CONTRACTOR shall provide the services described in Attachment "A" (Scope of Work and Compensation Schedule) attached hereto, during the term of this agreement.
- B. CONTRACTOR shall be responsible for reporting any difficulties in complying with the terms and provisions of this agreement at the earliest possible date.
- 2. <u>COMPENSATION</u>. In consideration for CONTRACTOR accomplishing the scope of work contained in Attachment A, COUNTY agrees to pay CONTRACTOR on the basis of appropriate claims submitted to the County Administrative Office in accordance with Attachment "A", (Scope of Work Compensation Schedule), attached hereto. In no event shall the maximum payment made by COUNTY to CONTRACTOR under this agreement exceed the sum of \$100,000.00. In order to receive payment, the CONTRACTOR shall submit claims to the County of Santa Cruz % Greg Martin, 701 Ocean Street, Room 410, Santa Cruz, CA 95060. All claims must include amount requested and objectives completed.
- 3. <u>TERM</u>. The term of this contract shall be: August 7, 2001 through December 30, 2002 unless sooner terminated in accordance with paragraph 4.
- **4.** <u>EARLY TERMINATION</u>. Either party hereto may terminate this contract at any time by giving 30 days written notice to the other party.
- 5. <u>INDEMNIFICATION FOR DAMAGES, TAXES AND CONTRIBUTIONS</u>. 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 CONTRACTORS 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).

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 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 _____/ Types of Insurance and Minimum Limits Α. 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 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.

INSURANCE. CONTRACTOR, at its sole cost and expense, for the full term of

(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:

"This insurance shall not be canceled until after thirty (30) days prior written notice has been given to: Greg Martin, Department of Public Works, County of Santa Cruz, 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: Greg Martin, Department of Public Works, County of Santa Cruz, 701 Ocean Street, Room 410, Santa Cruz, CA 95060.
- 7. <u>EQUAL EMPLOYMENT OPPORTUNITY</u>. 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, mental or physical disability, medical condition (cancer related), marital status, pregnancy, gender, sex, sexual orientation, age (over 18), veteran status, or any other non-merit factor unrelated to job duties. Such non-discriminatory 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 (1) 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, mental or physical disability, medical condition (cancer related), marital status, sex, sexual orientation, age (over 40), 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 CONTRACTORs solicitation of goods and services. Definitions for Minority/ Women/Disabled Business Enterprises are available from the COUNTY General Services Purchasing Division.
- (2) In the event of the CONTRACTORs 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.

- (3) 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.

<u>PRINCIPALTEST</u>: 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; (9) 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 wark 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. <u>RETENTIONAND AUDIT OF RECORDS</u>. CONTRACTOR shall retain records pertinent to this Agreement for a period of not less than three (3) 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 three (3) years after final payment under this Agreement.
- 10. <u>PRESENTATION OF CLAIMS</u>. 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.

11. <u>ATTACHMENTS</u>. This Agreement includes the following attachments: A: Scope of Work and Budget.

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

COUNTY OF SANTA CRUZ	LESLIE STONE
	Sulstano.
Bv:	By: //wwwtw/w
Tom Bolich, Director	Leslie Stone
Department of Public Works	104 Caledonia Street Sausalito. CA 9496 5

APPROVED AS TO FORM:

APPROVED AS TO INSURANCES:

415/332-3309

Risk Manager

DISTRIBUTION: County Administrative Office

Auditor-Controller County Counsel Risk Management

Contractor

AMENDMENT OF COMPREHENSIVE OR COMMERCIAL GENERAL LIABILITY INSURANCE REQUIREMENT

Cruz (hereina	fter calle	 of Contract No. d COUNTY) and I nended to read as 	Leslie Stone A				ta
_	1.	Guest Speaker W	/aiver				
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/	2.	Teacher, Instructo	or, Trainer Wa	aiver			
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V/_	3.	General No Risk	Waiver				
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The above effective		aph(s) shall be op	erative if initia	lled by both	parties in the	e space provide	∍d,
COUNTY OF SANTA CRUZ			Ву	C	CONTRACTOR		

Attachment C

Scope of Work and Cost Estimates Monterey Bay National Marine Sanctuary Scenic Trail Wayfinding and Interpretive Exhibits

1 Schematic Design - Sign Schedule and Location Plan

- 1.1 Conduct a field survey of core area of Sanctuary Scenic Trail (Wilder Ranch to Seacliff State Beach
- 1.2 Finalize sign hierarchy
- 1.3 Develop a location plan for orientation/entry points (13); directional signs/junctions (30); minor interpretive exhibits (16); major interpretive exhibits (6); and trail markers (tbd)
- 1.4 In AutoCad 2000 or similar, prepare sketches of site plans for minor interpretive exhibits (16) and major interpretive exhibits (6). Features should be shown to the nearest meter, The archeological footprint needs to be tied to several features to the nearest 0.3 meters to ensure that it can be located
- 1.5 Reference orientation and directional sign locations = +- one foot
- 1.6 Show how orientation and directional signs are integrated into the trail system, and show major dimensions
- 1.7 Mark locations of orientation and directional signs, and minor and major interpretive locations in the field with paint

Deliverables: Sketch plan view of major (6) and minor (16) interpretive exhibit sites. Map or maps in 11x 17 format showing location of all orientation and directional signs, and all minor and major exhibits, in hard copy and electronic format. Marked locations in field.

Cost Estimate for Part 1. \$15,000

2 Archeological Review (Section 106 Federal Compliance)

Prepare an Archaeological Survey Report (ASR) or Negative Archaeological Survey Report (NASR) in compliance with the federal regulations issued by the Advisory Council on Historic Preservation, entitled "Protection of Historic Properties" US Code of Federal Regulations at 36 CFR Part 800.

2.1 Subcontract with Christopher Doer of Garcia and Associates (415/458-5803) for Archaeological Survey

Deliverable: ASR or NASR

Cost Estimate for Part 2. \$13,000

3 Final Design - Materials Specifications and Fabrication Drawings

- 3.1 For each of the following: orientation signs (2, high profile and low profile); directional signs (4, option 1, option 2, trail marker higher profile and trail marker tile or stamp); minor interpretive exhibits (2, wave and rail); and major interpretive exhibits (3, whale bones, ship, and nautilus)
 - 3.1.1 Provide complete drawings in AutoCAD 2000 or similar
 - 3.1.2 Provide construction details and likely schedules
 - 3.1.3 Provide design engineering criteria
 - 3.1.4 Develop written specifications for all materials, assembly, connections, colors and finishes
 - 3.1.5 Develop bid package contents
 - 3.1.6 Prepare final fabrication estimates

Deliverables: 11 blueprints or plans for the sign and interpretive elements specified above, that are ready to go to fabrication, written specifications, bid packages, and **final fabrication** estimates in hard and electronic copy

Cost Estimate for Part 3. \$40,000

4 Program Management Plan and Graphics Standards Manual

- 4.1 Incorporate the information from the sign schedule and location plan, the sketch plan views of interpretive designs and orientation and directional signs from the schematic design phase, and materials in the final design phase into a bound Manual with the following elements:
 - 4.1.1 Detailed content outline
 - 4.1.2 Sample treatments for exhibit text
 - 4.1.3 Written treatments of interactive and hands-on exhibits
 - 4.1.4 Criteria and sources for photography, visuals, illustrations
 - 4.1.5 A map detailing the proposed location and spacing of all signage and markings, including interpretive elements, orientation signage, trail markers and concrete stamps
 - 4.1.6 Design guidelines for direction, and orientation signs and minor and major interpretive exhibits:
 - 4.1.6.1 Symbol, logotype, slogan
 - 4.1.6.2 Type size and style
 - 4.1.6.3 Colors, materials, finishes
 - 4.1.6.4 Standard layouts
 - 4.1.7 Detailed cost and fabrication estimates

Deliverable: 1 original and 6 copies of a bound Program Management Plan and Graphics Standards Manual for the Sanctuary Scenic Trail designs, and electronic files, in 8 ½ x 11to 11x 17 format, plus final design plans

Cost Estimate for Part 4. \$27,000

5 Project Management

Contractor agrees to attend meetings that may be required to obtain sign-off on the project deliverables, and contractor understands that the project will require the need to incorporate revisions in all phases based on comments received from the Sanctuary Inter-Agency Task Force staff or members, or Trail Subcommittee principals.

- 5.1.1 Contractor agrees to accompany Task Force staff and members to a presentation before the Santa Cruz County, and Capitola and Santa Cruz City Arts commissions on the Sanctuary Scenic Trail conceptual designs prior to the development of schematic designs.
- 5.1.2 The County will manage this project jointly from the County Administrative Office and Department of Public Works
- 5.1.2 The County agrees that meetings with staff or the Sanctuary Inter-Agency Task Force and other interested parties will be kept to an efficient minimum

Cost Estimate for Part 5. \$5,000