



County of Santa Cruz

0307

REDEVELOPMENT AGENCY

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

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

TOM BURNS, AGENCY ADMINISTRATOR

October 22, 2001

Agenda: November 6, 2001

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

Soquel Drive Medians Renovation Project

Dear Members of the Board:

In 1993, the Public Works Department completed the construction of the Soquel Drive Median project, which was funded by the Redevelopment Agency. The project consisted of median islands planted with trees and an understory of shrubs from Center Street in Soquel to Porter Gulch Road. Over the past 8 years a few of the trees have been damaged or destroyed by vehicles leaving the roadway. In addition, the understory shrub cover has deteriorated due to a type of fungus which has become prevalent in this particular species of manzanita. As such, it has become necessary to renovate the median islands.

Staff has prepared a scope of work for renovation to the median islands to include re-planting the dead or dying shrubs with the hardier type of manzanita shrub species, to replace the missing trees, and fix minor irrigation leaks. This scope of work was sent to local landscape contractors. The lowest bid, from The Landscape Company, is for a total amount of \$30,000. Attachment 1 provides the proposed scope of work and contract.

Funds are available in the project budget for this purpose. The Redevelopment Agency staff has determined that the improvements associated with the planting repair to the Soquel Drive Medians 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,

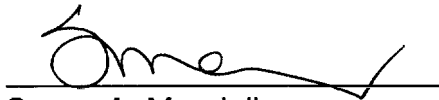
- 1) Approve the attached contract with The Landscape Company (Attachment I) for an amount not to exceed \$30,000 for renovation to the Soquel Drive Medians from Center Street to Porter Gulch Road;
- 2) Authorize the Agency Administrator to execute the contract; and
- 3) Concur with and adopt the findings identified above.

Very truly yours,



Tom Burns
Redevelopment Agency Administrator
TB:gc

RECOMMENDED:



Susan A. Mauriello
Redevelopment Agency Director

Attachments: 1) Contract
ADM29

cc. RDA
The Landscape Company

S:\BOARDPND\soqmedreplant.wpd

INDEPENDENT CONTRACTOR AGREEMENT

THIS CONTRACT is entered into this ____ day of _____, 20____, by and between the COUNTY OF SANTA CRUZ REDEVELOPMENT AGENCY, hereinafter called AGENCY, and The Landscape Company, 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, "Soquel Drive Medians Repair Project. Scope of Work Bid Summary Form."

2. COMPENSATION. In consideration for CONTRACTOR accomplishing said result, COUNTY agrees to pay CONTRACTOR as follows: an amount not to exceed \$30,000.00 as described in Exhibit A. "Soquel Drive Medians Repair Project. Scope of Work Bid Summary Form."

3. TERM. The term of this contract shall be: until March 29, 2002. Work shall commence within one week of contract award and be completed within 90 working days except for rain or weather delays.

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

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

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

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

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

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

A. Types of Insurance and Minimum Limits

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

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

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

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

B. Other Insurance Provisions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

12. 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. "Soauel Drive Medians Repair Project. Scope of Work Bid Summary Form."

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

COUNTY OF SANTA CRUZ REDEVELOPMENT AGENCY

By: _____
Tom Burns, Agency Administrator

Date _____

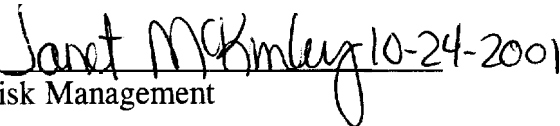
CONTRACTOR: The Landscape Company

By:  _____

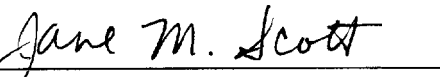
Date 10-24-01

Address: P.O. Box 277
Capitola, CA 95010
Telephone: (831) 662-3030
FAX:

APPROVED FOR INSURANCE:

By:  10-24-2001
Risk Management

APPROVED AS TO FORM:

By:  _____
County Counsel

DISTRIBUTION: CAO
Auditor-Controller
County Counsel
Redevelopment
Risk Management
Contractor

SOQUEL DRIVE MEDIANS RENOVATION PROJECT

Scope of Work Bid Summary Form

The following is a list of each of the medians starting from Center Street in Soquel and ending in Aptos at Porter Gulch Road to generate a lump sum price for the work listed below. The quantities listed are for bid purposes and may be adjusted in the field as extra work, per the contractors unit cost price quotation sheet, if so directed by the landscape architect.

MEDIAN NO.1 - CENTER STREET TO EAST WALNUT STREET

Approximately - 1500 sq. ft.

- Remove all remaining shrub/groundcover and bark mulch (Protect existing trees, do not damage root structure).
- Locate existing drip irrigation line at end of median.
- Install (150) one gallon new Arctostaphylos 'Point Reyes' at approximately 3 ft. on center.
- Install one new 24" Box Cercis canadensis (per attached detail), location by landscape architect.
- Install new 3/4" drip tubing secure with drip tubing staple every 4 feet, install per attached specifications, enough runs to reach all trees and shrubs. Use spaghetti tubing trees locations only. Install drain valve at end of drip tubing towards Center Street.
- Install new Rainbird or Equal 2 gallon per hour drip emitters, (4 per trees and 1 per shrubs) to all new and existing trees.
- Install new 2" layer bark mulch per attached specifications.

MEDIAN NO.2 - EAST WALNUT STREET TO LAFAYETTE STREET

Approximately - 1000 sq. ft.

- Remove any dead shrubs. Prune out any dead material from healthy shrubs. Remove any debris and existing bark mulch (Protect existing trees, do not damage root structure).
- Locate existing drip irrigation tubes and/or emitters by operating drip system .
- Install (30) one gallon new Arctostaphylos 'Point Reyes' at approximately 3 ft. on center (locations by landscape architect).
- Install new spaghetti tubing to new shrubs if required.
- Install new Rainbird or Equal 2 gallon per hour drip emitters, (1 per shrub) to all new shrubs.
- Repair or replace non working emitters to existing shrubs.
- Install new 2" layer bark mulch per attached specifications.

MEDIAN N0.3 - LAFAYETTE STREET TO CAPITOLA AVENUE

Approximately - 500 sq. ft.

- Remove any dead shrubs. Prune out any dead material from healthy shrubs. Remove any debris and existing bark mulch (Protect existing trees, do not damage root structure).
- Locate existing drip irrigation tubes and/or emitters by operating drip system.
- Install (15) one gallon new Arctostaphylos 'Point Reyes' at approximately 3 ft. on center (locations by landscape architect).
- Install new spaghetti tubing to new shrubs if required.
- Install new Rainbird or Equal 2 gallon per hour drip emitters, (1 per shrub) to all new shrubs.
- Repair or replace non working emitters to existing shrubs.
- Install new 2" layer bark mulch per attached specifications.

MEDIAN N0.4 - CAPITOLA AVENUE TO AGUAZUL DRIVE

Approximately - 360 sq. ft.

- Remove any dead shrubs. Prune out any dead material from healthy shrubs. Remove any debris and existing bark mulch (Protect existing trees, do not damage root structure).
- Locate existing drip irrigation tubes and/or emitters by operating drip system.
- Install (12) one gallon new Arctostaphylos 'Point Reyes' at approximately 3 ft. on center (locations by landscape architect).
- Install new spaghetti tubing to new shrubs if required.
- Install new Rainbird or Equal 2 gallon per hour drip emitters, (1 per shrub) to all new shrubs.
- Repair or replace non working emitters to existing shrubs.
- Install new 2" layer bark mulch per attached specifications.

MEDIAN N0.5 - AGUAZUL DRIVE TO CRYSTAL HEIGHTS DRIVE

Approximately - 1365 sq. ft.

- Remove any dead shrubs. Prune out any dead material from healthy shrubs. Remove any debris and existing bark mulch (Protect existing trees, do not damage root structure).
- Locate existing drip irrigation tubes and/or emitters by operating drip system.
- Install (40) one gallon new Arctostaphylos 'Point Reyes' at approximately 3 ft. on center (locations by landscape architect).
- Install new spaghetti tubing to new shrubs if required.
- Install new Rainbird or Equal 2 gallon per hour drip emitters, (1 per shrub) to all new shrubs.
- Repair or replace non working emitters to existing shrubs.
- Install new 2" layer bark mulch per attached specifications.

MEDIAN N0.6 - CRYSTAL HEIGHTS DRIVE TO ROSEDALE AVENUE

Approximately - 250 sq. ft.

- Remove any dead shrubs. Prune out any dead material from healthy shrubs. Remove any debris and existing bark mulch (Protect existing trees, do not damage root structure).
- Locate existing drip irrigation tubes and/or emitters by operating drip system.
- Install (10) one gallon new Arctostaphylos 'Point Reyes' at approximately 3 ft. on center (locations by landscape architect).
- Install new spaghetti tubing to new shrubs if required.
- Install new Rainbird or Equal 2 gallon per hour drip emitters, (1 per shrub) to all new shrubs.
- Repair or replace non working emitters to existing shrubs.
- Install new 2" layer bark mulch per attached specifications.

MEDIAN N0.7 - BROWNS LANE TO CHRISTOPHER COURT

Approximately - 600 sq. ft.

- Remove all remaining shrub/groundcover and bark mulch (Protect existing trees, do not damage root structure).
- Locate existing drip irrigation line at the ends of the median.
- Install (60) one gallon new Arctostaphylos 'Point Reyes' at approximately 3 ft. on center.
- Install new 3/4" drip tubing secure with drip tubing staple every 4 feet, install per attached specifications, enough runs to reach all trees and shrubs. Use spaghetti tubing trees locations only.
- Install new Rainbird or Equal 2 gallon per hour drip emitters, (4 per tree and 1 per shrub) to all new and existing trees.
- Install new 2" layer bark mulch per attached specifications.

MEDIAN N0.8 - CHRISTOPHER COURT TO ORCHARD STREET

Approximately - 600 sq. ft.

- Remove all remaining shrub/groundcover and bark mulch (Protect existing trees, do not damage root structure).
- Locate existing drip irrigation line at the ends of the median.
- Install (60) one gallon new Arctostaphylos 'Point Reyes' at approximately 3 ft. on center.
- Install new 3/4" drip tubing secure with drip tubing staple every 4 feet, install per attached specifications, enough runs to reach all trees and shrubs. Use spaghetti tubing trees locations only.
- Install new Rainbird or Equal 2 gallon per hour drip emitters, (4 per tree and 1 per shrub) to all new and existing trees.
- Install new 2" layer bark mulch per attached specifications.

MEDIAN NO.9 - ORCHARD STREET TO FAIRWAY DRIVE

Approximately - 300 sq. ft.

- Remove any dead shrubs. Prune out any dead material from healthy shrubs. Remove any debris and existing bark mulch (Protect existing trees, do not damage root structure).
- Locate existing drip irrigation tubes and/or emitters by operating drip system.
- Install (25) one gallon new Arctostaphylos 'Point Reyes' at approximately 3 ft. on center (locations by landscape architect).
- Install new spaghetti tubing to new shrubs if required.
- Install new Rainbird or Equal 2 gallon per hour drip emitters, (1 per shrub) to all new shrubs.
- Repair or replace non working emitters to existing shrubs.
- Install new 2" layer bark mulch per attached specifications.

MEDIAN NO.10 - FAIRWAY DRIVE TO HARDIN WAY

Approximately - 1950 sq. ft.

- Remove any dead shrubs. Prune out any dead material from healthy shrubs. Remove any debris and existing bark mulch (Protect existing trees, do not damage root structure).
- Locate existing drip irrigation tubes and/or emitters by operating drip system.
- Install (75) one gallon new Arctostaphylos 'Point Reyes' at approximately 3 ft. on center (locations by landscape architect).
- Install new spaghetti tubing to new shrubs if required.
- Install new Rainbird or Equal 2 gallon per hour drip emitters, (1 per shrub) to all new shrubs.
- Repair or replace non working emitters to existing shrubs.
- Install new 2" layer bark mulch per attached specifications.

MEDIAN NO.11 - HARDIN WAY TO CUNNISON LANE

Approximately - 250 sq. ft.

- Remove any dead shrubs. Prune out any dead material from healthy shrubs. Remove any debris and existing bark mulch (Protect existing trees, do not damage root structure).
- Locate existing drip irrigation tubes and/or emitters by operating drip system.
- Install (15) one gallon new Arctostaphylos 'Point Reyes' at approximately 3 ft. on center (locations by landscape architect).
- Install new spaghetti tubing to new shrubs if required.
- Install new Rainbird or Equal 2 gallon per hour drip emitters, (1 per shrub) to all new shrubs.
- Repair or replace non working emitters to existing shrubs.
- Install new 2" layer bark mulch per attached specifications.

MEDIAN NO.12 - CUNNISON LANE TO BARONIAN COURT

Approximately - 900 sq. ft.

- Remove any dead shrubs. Prune out any dead material from healthy shrubs. Remove any debris and existing bark mulch (Protect existing trees, do not damage root structure).
- Locate existing drip irrigation tubes and/or emitters by operating drip system.
- Install (30) one gallon new Arctostaphylos 'Point Reyes' at approximately 3 ft. on center (locations by landscape architect).
- Install new spaghetti tubing to new shrubs if required.
- Repair or replace non working emitters to existing shrubs.
- Install new Rainbird or Equal 2 gallon per hour drip emitters, (1 per shrub) to all new shrubs.
- Install new 2" layer bark mulch per attached specifications.

MEDIANS NO.13 & 14 - BARONIAN COURT TO MONTEREY AVENUE

NO 13 - Approximately - 300 sq. ft.

NO 14 - Approximately - 600 sq. ft.

- Remove any dead shrubs. Prune out any dead material from healthy shrubs. Remove any debris and existing bark mulch (Protect existing trees, do not damage root structure).
- Locate existing drip irrigation tubes and/or emitters by operating drip system.
- Install (15) one gallon in median NO. 13 and (30) in median NO. 14; new Arctostaphylos 'Point Reyes' at approximately 3 ft. on center (locations by landscape architect).
- Install new spaghetti tubing to new shrubs if required.
- Install new Rainbird or Equal 2 gallon per hour drip emitters, (1 per shrub) to all new shrubs.
- Repair or replace non working emitters to existing shrubs.
- Install new 2" layer bark mulch per attached specifications.

MEDIAN NO.15 - MONTEREY AVENUE TO MAPLETHORPE LANE

Approximately - 900 sq. ft.

- Remove any dead shrubs. Prune out any dead material from healthy shrubs. Remove any debris and existing bark mulch (Protect existing trees, do not damage root structure).
- Locate existing drip irrigation tubes and/or emitters by operating drip system.
- Install (15) one gallon new Arctostaphylos 'Point Reyes' at approximately 3 ft. on center (locations by landscape architect).
- Install new spaghetti tubing to new shrubs if required.
- Install new Rainbird or Equal 2 gallon per hour drip emitters, (1 per shrub) to all new shrubs.
- Repair or replace non working emitters to existing shrubs.
- Install new 2" layer bark mulch per attached specifications.

MEDIANS NO. 16 & 17 - MAPLETHORPE LANE TO PARK AVENUE

NO 16 - Approximately - 2100 sq. ft.

NO 17 - Approximately - 300 sq. ft.

- Remove any dead shrubs. Prune out any dead material from healthy shrubs. Remove any debris and existing bark mulch (Protect existing trees, do not damage root structure).
- Locate existing drip irrigation tubes and/or emitters by operating drip system.
- Install (20) one gallon in median NO. 16 and (15) in median NO. 17; new *Arctostaphylos* 'Point Reyes' at approximately 3 ft. on center (locations by landscape architect).
- Install new spaghetti tubing to new shrubs if required.
- Install new Rainbird or Equal 2 gallon per hour drip emitters, (1 per shrub) to all new shrubs.
- Repair or replace non working emitters to existing shrubs.
- Install new 2" layer bark mulch per attached specifications.

MEDIAN NO. 18 - PARK AVENUE TO McGLENN DRIVE

Approximately - 500 sq. ft.

- Remove all remaining shrub/groundcover and bark mulch (Protect existing trees, do not damage root structure).
- Locate existing drip irrigation line at end of median.
- Install (50) one gallon new *Arctostaphylos* 'Point Reyes' at approximately 3 ft. on center.
- Install new 3/4" drip tubing secure with drip tubing staple every 4 feet, install per attached specifications, enough runs to reach all trees and shrubs. Use spaghetti tubing trees locations only. Install drain valve at end of drip tubing towards lowest point.
- Install new Rainbird or Equal 2 gallon per hour drip emitters, (4 per trees and 1 per shrubs) to all new and existing trees.
- Install new 2" layer bark mulch per attached specifications.

MEDIAN NO. 19 - McGLENN DRIVE TO WILLOWBROOK LANE

Approximately - 1300 sq. ft.

- Remove any dead shrubs. Prune out any dead material from healthy shrubs. Remove any debris and existing bark mulch (Protect existing trees, do not damage root structure).
- Locate existing drip irrigation tubes and/or emitters by operating drip system.
- Install (20) one gallon new *Arctostaphylos* 'Point Reyes' at approximately 3 ft. on center (locations by landscape architect).
- Install new spaghetti tubing to new shrubs if required.
- Install new Rainbird or Equal 2 gallon per hour drip emitters, (1 per shrub) to all new shrubs.
- Repair or replace non working emitters to existing shrubs.
- Install new 2" layer bark mulch per attached specifications.

MEDIAN N0.19 - WILLOWBROOK LANE TO CORTE CABRILLO

Approximately - 350 sq. ft.

- Remove all remaining shrub/groundcover and bark mulch (Protect existing trees, do not damage root structure).
- Locate existing drip irrigation line at end of median.
- Install (30) one gallon new Arctostaphylos 'Point Reyes' at approximately 3 ft. on center.
- Install new 3/4" drip tubing secure with drip tubing staple every 4 feet, install per attached specifications, enough runs to reach all trees and shrubs. Use spaghetti tubing trees locations only.
- Install new Rainbird or Equal 2 gallon per hour drip emitters, (4 per trees and 1 per shrubs) to all new and existing trees.
- Install new 2" layer bark mulch per attached specifications.

MEDIAN N0.19 - CORTE CABRILLO TO PORTER GULCH ROAD

Approximately - 3000 sq. ft.

- Remove any dead shrubs. Prune out any dead material from healthy shrubs. Remove any debris and existing bark mulch (Protect existing trees, do not damage root structure).
- Locate existing drip irrigation tubes and/or emitters by operating drip system.
- Install 2 - 24" Box Sequoia sempervirens "Aptos Blue", location by landscape architect.
- Install (60) one gallon new Arctostaphylos 'Point Reyes' at approximately 3 ft. on center (locations by landscape architect).
- Install new spaghetti tubing to new shrubs if required.
- Install new Rainbird or Equal 2 gallon per hour drip emitters, (1 per shrub) to all new shrubs.
- Repair or replace non working emitters to existing shrubs.
- Install new 2" layer bark mulch per attached specifications.

0322

LUMP SUM PRICE FOR **SCOPE OF WORK**
NOTED **ABOVE FOR ALL MEDIANS**

\$ 25,000.00

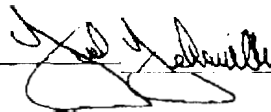
EXTRA WORK CONTINGENCY **ALLOWANCE**

\$ 5,000.00

UNIT PRICES FOR EXTRA WORK

SHRUB REMOVAL AND DISPOSAL (PER HOUR LABOR	\$ <u>28.00</u>	PER HOUR
24" BOX TREE INSTALLED	\$ <u>325.00</u>	EACH
1 GALLON SHRUB INSTALLED	\$ <u>8.00</u>	EACH
3/4" DRIP TUBING PER FOOT INSTALLED	\$ <u>1.00</u>	PER FOOT
DRIP EMITTERS 2 GALLON PER HOUR INSTALLED	\$ <u>1.00</u>	EACH
SPAGHETTI TUBING 1/8" PER FOOT INSTALLED	\$ <u>1.00</u>	PER FOOT
BARK MULCH PER YARD INSTALLED	\$ <u>70.00</u>	PER YARD

AUTHORIZED **SIGNATURE OF BIDDER:**



DATE: 10-13-01

ACORD

CERTIFICATE OF LIABILITY INSURANCE

ID RC
LANDS-1

DATE 10/08/01

PRODUCER
D C D Insurance Services
P.O. Box 1807
1123 Soquel Ave
Santa Cruz CA 95062
Phone: 831-423-8542 Fax: 831-423-8599

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

INSURED

The Landscape Co.
P.O. Box 277
Capitola CA 95010

INSURER A: Legion Insurance

INSURER B: 0324

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.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
	GENERAL LIABILITY				EACH OCCURRENCE \$
	COMMERCIAL GENERAL LIABILITY				FIRE DAMAGE (Any one fire) \$
	CLAIMS MADE <input type="checkbox"/> OCCUR <input type="checkbox"/>				MEDEXP (Any one person) \$
					PERSONAL & ADV INJURY \$
					GENERAL AGGREGATE \$
					PRODUCTS - COMPIOP AGG \$
	GEN'L AGGREGATE LIMIT APPLIES PER:				
	POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/>				
	AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Per accident) \$
	ANY AUTO				BODILY INJURY (Per person) \$
	ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
	SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident) \$
	HIRED AUTOS				
	NON-OWNED AUTOS				
	TRAILER LIABILITY				AUTO ONLY - EA ACCIDENT \$
	ANY AUTO				OTHER THAN EA ACC AGG \$
	EXCESS LIABILITY				EACH OCCURRENCE \$
	OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/>				AGGREGATE \$
	DEDUCTIBLE				\$
	RETENTION \$				\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	WC11230220	10/01/01	10/01/02	X WC STATUTORY LIMITS OTH-ER \$ 1,000,000
					E.L. EACH ACCIDENT \$ 1,000,000
					E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
					E.L. DISEASE - POLICY LIMIT \$ 1,000,000
	OTHER				

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

With respects to ongoing operations performed by the named insured.

CERTIFICATE HOLDER

N

ADDITIONAL INSURED; INSURER LETTER:

CANCELLATION

County of Santa Cruz
Redevelopment Agency
Kim Namba
701 Ocean Street, Rm 510
Santa Cruz, CA 95060-4000

COSNTAC

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

Clay S. Timmons



COUNTY OF SANTA CRUZ
REQUEST FOR APPROVAL OF AGREEMENT

0325

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

FROM:

REDEVELOPMENT

(Dept.)

(Signature)

(Date)

10/24/01

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 THE LANDSCAPE COMPANY, P.O. Box 277, Capitola, CA 95010 (Name & Address)
2. The agreement will provide landscape renovation to the Soquel Drive Median Islands
3. The agreement is needed because staff cannot provide these services
4. Period of the agreement is from November 6, 2001 to June 30, 2002
5. Anticipated cost is \$ 30,000.00 ~~(Fixed amount, Monthly rate, Not to exceed)~~
6. Remarks:
7. Appropriations are budgeted in 511158 (Index#) 9342 (Subobject)

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

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

Contract No. 12631 Date 10/24/01

GARY A. KNUTSON, Auditor - Controller

By Adm J. Vily Deputy.

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

Redevelopment Agency (Agency).

County Administrative Officer

Remarks

(Analyst)

By _____ 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 Crig. Dept. if rejected.

f.DM - 29 (6/95)

State of California)
County of Santa Cruz) ss

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

By _____ Deputy Clerk

56