



County of Santa Cruz

REDEVELOPMENT AGENCY

701 OCEAN STREET, ROOM 510, SANTA CRUZ, CA 95060-4000

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

TOM BURNS, AGENCY ADMINISTRATOR

November 29, 2001

Agenda: December 11, 2001

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

Approval of Contract for Irrigation Booster Pump at Anna Jean Cummings Park

Dear Members of the Board:

As you will recall, the Anna Jean Cummings Park improvements included the construction of new turf areas to better serve the active recreation needs of the mid-county area. Staff and the landscape architectural consultant for the project worked closely with the Soquel Creek Water District to design an irrigation system for these fields which maximizes the existing available water pressure. However, because of a series of unique issues relative to the water distribution system in the area there continues to be insufficient water pressure for the system to work as effectively as needed.

After exploring the full range of options, it was agreed that the installation of an irrigation pump which boosts the pressure would be the best resolution of this problem. Staff has advertised for bid proposals for this work and has received a low bid from Maggiora Bros. Drilling, Inc. of Watsonville in the amount of \$25,440.00 to furnish and install the pump system.

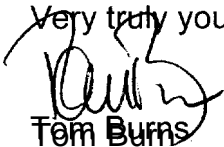
Funds are available in the project budget for this work. The Redevelopment Agency staff has determined that the improvements will be of benefit to the Project Area, that no other means of financing the improvements are reasonably available to the community, that the project will assist in the elimination 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 with Maggiora Bros. Drilling, Inc. (Attachment 1) for an amount not to exceed \$25,440.00 for installation of the irrigation booster pump at Anna Jean Cummings Park;

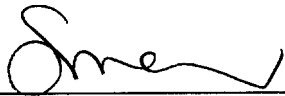
- 2) Authorize the Agency Administrator to sign the contract; and
- 3) Concur with and adopt the findings identified above.

Very truly yours,



Tom Burns
Redevelopment Agency Administrator
TB:bl

RECOMMENDED:



Susan A. Mauriello
Redevelopment Agency Director

Attachments

cc. RDA
POSCS
Maggiora Bros. Drilling, Inc.
C:\MyFiles\WP7\docs\ANNA\ajpump.wpd

Contract No. _____

INDEPENDENT CONTRACTOR AGREEMENT

THIS CONTRACT is entered into this 27th day of Nov, 2001, by and between the COUNTY OF SANTA CRUZ REDEVELOPMENT AGENCY, hereinafter called AGENCY, and Maggiora Brothers Drilling, Inc., hereinafter called CONTRACTOR. The parties agree as follows:

1. DUTIES. CONTRACTOR agrees to exercise special skill to accomplish the following result: as described in Exhibit A. "Scope of Services, Specifications and Proposal."

2. COMPENSATION. In consideration for CONTRACTOR accomplishing said result, COUNTY agrees to pay CONTRACTOR as follows: an amount not to exceed \$25,440.00 as described in Exhibit A. "Scope of Services, Specifications and Proposal."

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

4. EARLY TERMINATION. Either party hereto may terminate this contract at any time by giving 30 days written notice to the other party.

5. INDEMNIFICATION FOR DAMAGES, TAXES AND CONTRIBUTIONS. CONTRACTOR shall exonerate, indemnify, defend, and hold harmless 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) 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.

(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 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, Specifications and Proposal ."

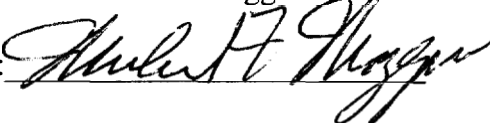
IN WITNESS WHEREOF, the parties hereto have set their hands the day and year first above written.

COUNTY OF SANTA CRUZ

By: _____
Redevelopment Agency Administrator

Date _____

CONTRACTOR: Maggiora Brothers Drilling, Inc.

By: 

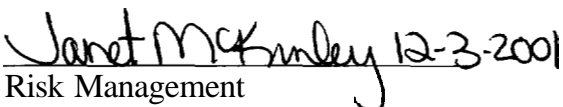
Date 11/27/01

Address: 595 Airport Blvd.
Watsonville, CA 95076

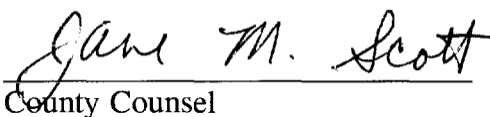
Telephone: (831) 724-1338

FAX: (831) 724-3228

APPROVED FOR INSURANCE:

By:  12-3-2001
Risk Management

APPROVED AS TO FORM:

By: 
County Counsel

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

EXHIBIT A
"Scope of Services, Specifications and Proposal"

MAGGIORA BROS. DRILLING, INC.

0364

DRILLING CONTRACTORS - PUMP SALES & SERVICE
CALIFORNIA CONTRACTOR'S LICENSE NO. 249957

Corporate Office
595 Airport Blvd.
Watsonville, CA 95076

Tel: (831) 724-1338
Tel: (800) 728-1480
Fax: (831) 7243228

November 16.2001

County of Santa Cruz
Attn: Gary Carlson, Redevelopment Agency
701 Ocean Street, Room 510
Santa Cruz, CA 95060-4000

Re: Anna Jean Cummings Park Irrigation Booster Pump

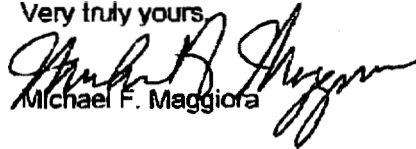
Dear Mr. Carlson,

The following is Maggiora Bros. Drilling, Inc. proposal to furnish and install the specified Imiboost Model BEPC815J-5-2-3 booster pump as per the specifications. Also included is pulling new wire from the existing 90 AMP circuit breaker and installation of new 2" electrical conduit between new booster and existing electrical pull box. Price also includes relocation of existing flow sensor as per drawing number 1P.

1. Furnish and install pump system as per sheets 1P, 2P, and 3P of the specifications for a lump sum of \$25,440.00

If you have any questions, please feel free to contact me at any time.

Very truly yours


Michael F. Maggiora



County of Santa Cruz

REDEVELOPMENT AGENCY

701 OCEAN STREET, ROOM 510, SANTA CRUZ, CA 95060-4000

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

TOM BURNS, AGENCY ADMINISTRATOR

Date: November 1, 2001

To: Contractors

From: Gary Carlson, Redevelopment Agency

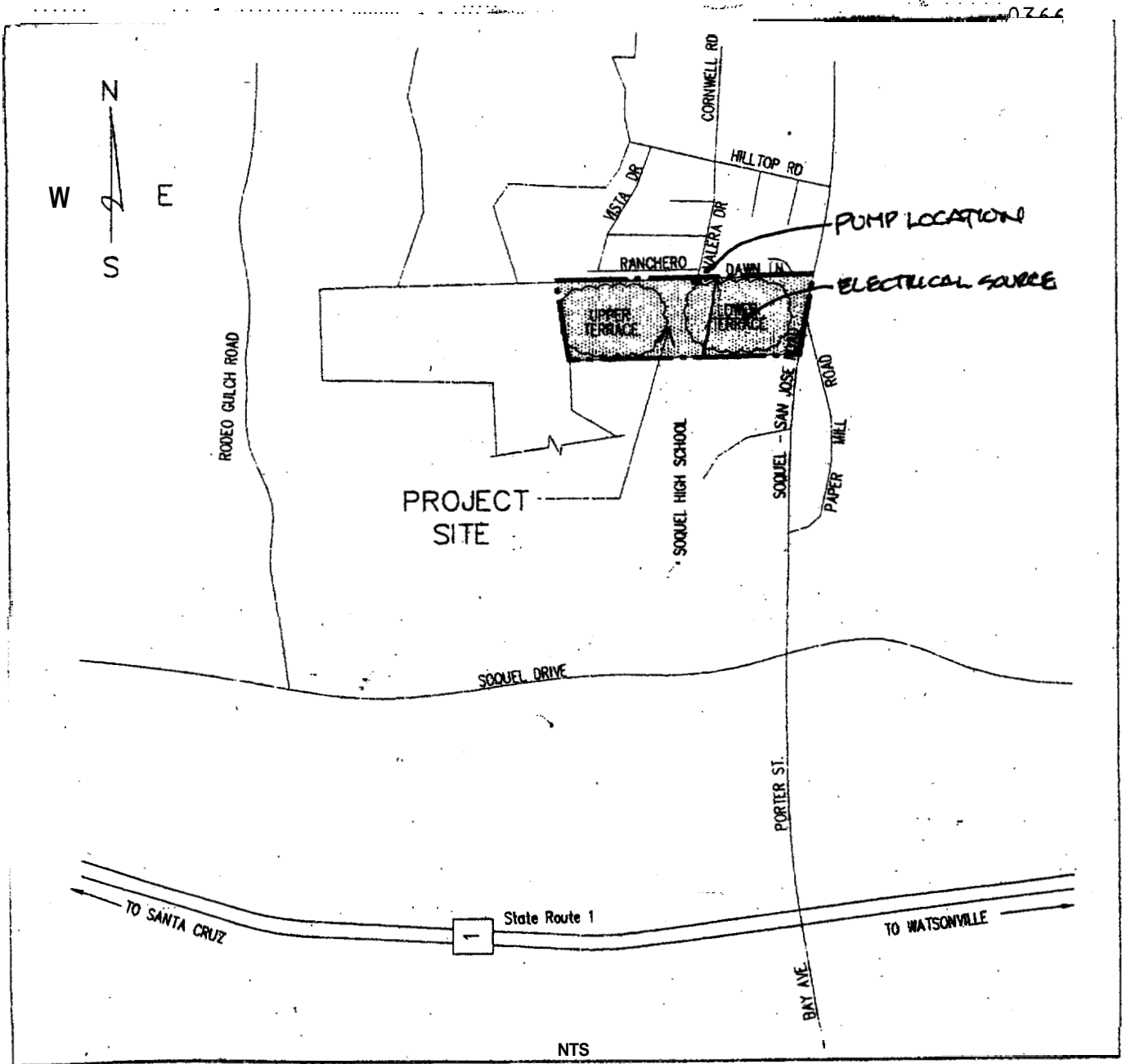
Subject: Anna Jean Cummings **Park**
Irrigation Booster Pump

The County of Santa Cruz Redevelopment Agency is requesting a price quotation for supplying and installing an irrigation booster pump, electrical, enclosure, and related irrigation modifications for the Anna Jean Cummings Park. The pump will be located ~~as~~ shown on the plans off of Valera Drive in Soquel (see attached map).

Attached are details, electrical, and **pump** plans and specifications. The installation must be quoted using State of California prevailing wage rates. Your company must have insurance per the attachment. Each contractor must be currently licensed to perform this type of work in the State of California, and provide a copy of the license with this quotation.

Your price quotation is due to the County of Santa Cruz Redevelopment Agency, 701 Ocean Street, Room 510, **Santa Cruz**, CA, 95060, by ~~4:00 PM on November 16, 2001.~~

If you have any questions about the documents or this project, please contact me at **454-2466**.



VICINITY MAP

NTS

0367

VALERA
DRIVE

(E) BACKFLOW PREVENTERS

(N) PUMP: SEE DWG. 2P

(N) 2" Ø CONDUIT: SEE DWG. 3P

(E) ELEC. PULL BOX (SEE DWG. 3P)

(E) MASTER VALVE

(E) 4" SCH. 40 PVC

RELOCATE (E) FLOW
SENSOR FROM (N) PUMP
LOCATION TO HERE. RE-
CONNECT WIRE ALONG
(E) MAIN TO FLOW SENSOR.
VERIFY OPERATION @ (E)
CONTROLLER. INSTALL 2"
SCH. 40 PVC AS SHOWN. NO
FITTINGS W/IN 20" & 10"
LENGTHS.

(E) D.B. WALK

LEGEND

(E) EXISTING

(N) NEW


NORTH

Bellinger Foster Steinmetz
Landscape Architecture

299 Cannery Row
Monterey CA 93940
PH 831.646.1383 FX 831.373.8653 EM go@bfsla.com

ANNA JEAN PARK PUMP INSTALLATION (PLAN)

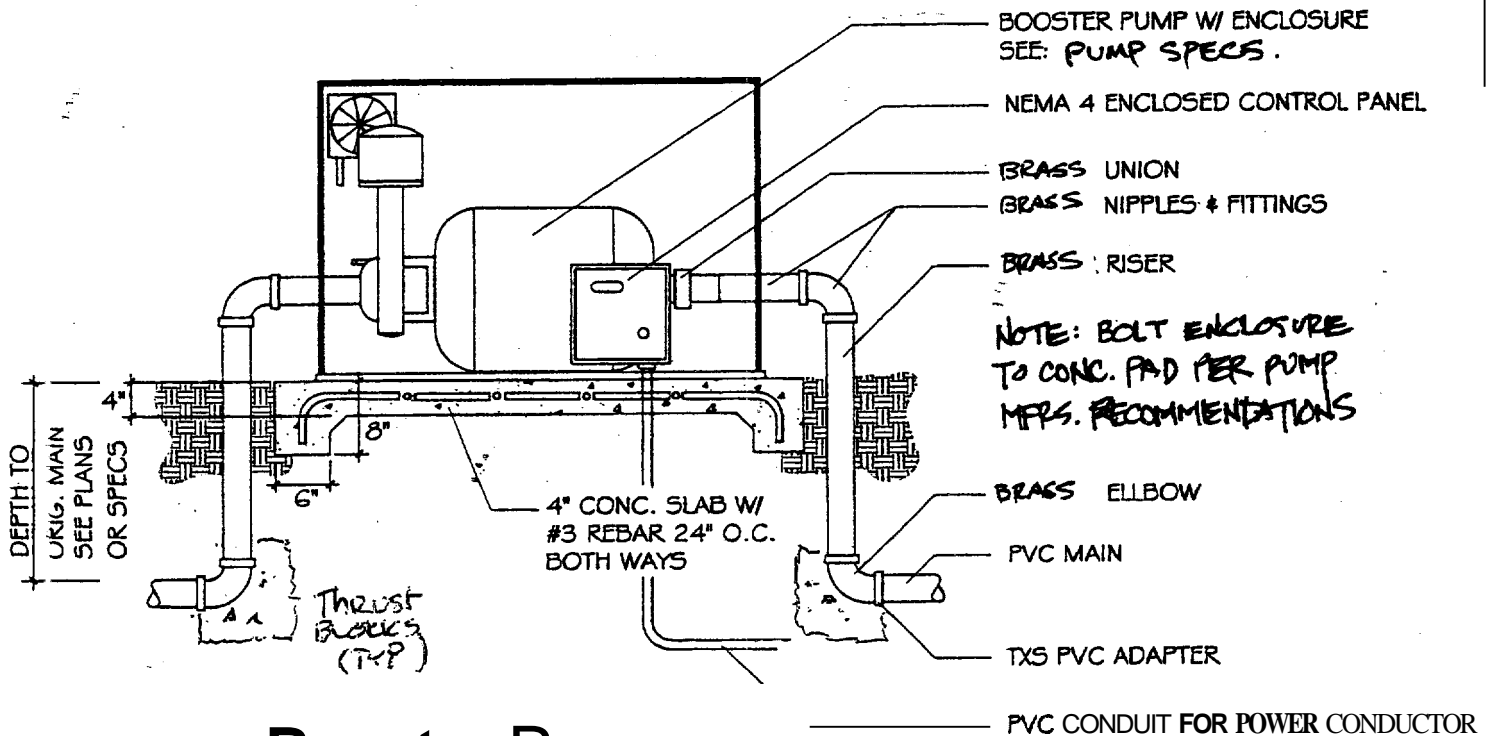
project #
99.018

date
10-19-01

scale
1"=10'

drawn by
LF

drawing no.
1P



Booster Pump

NTS

include sound
ATTENUATION PERL
ATTACHED

Bellinger Foster Steinmetz
Landscape Architecture

909 Cannery Row
Monterey CA 93940
PH 831.646.1383 FX 831.373.8653 EM go@bfsia.com

ANNA JEAN PARK
PUMP DETAIL

project #

99.01B

date

10.19.01

scale

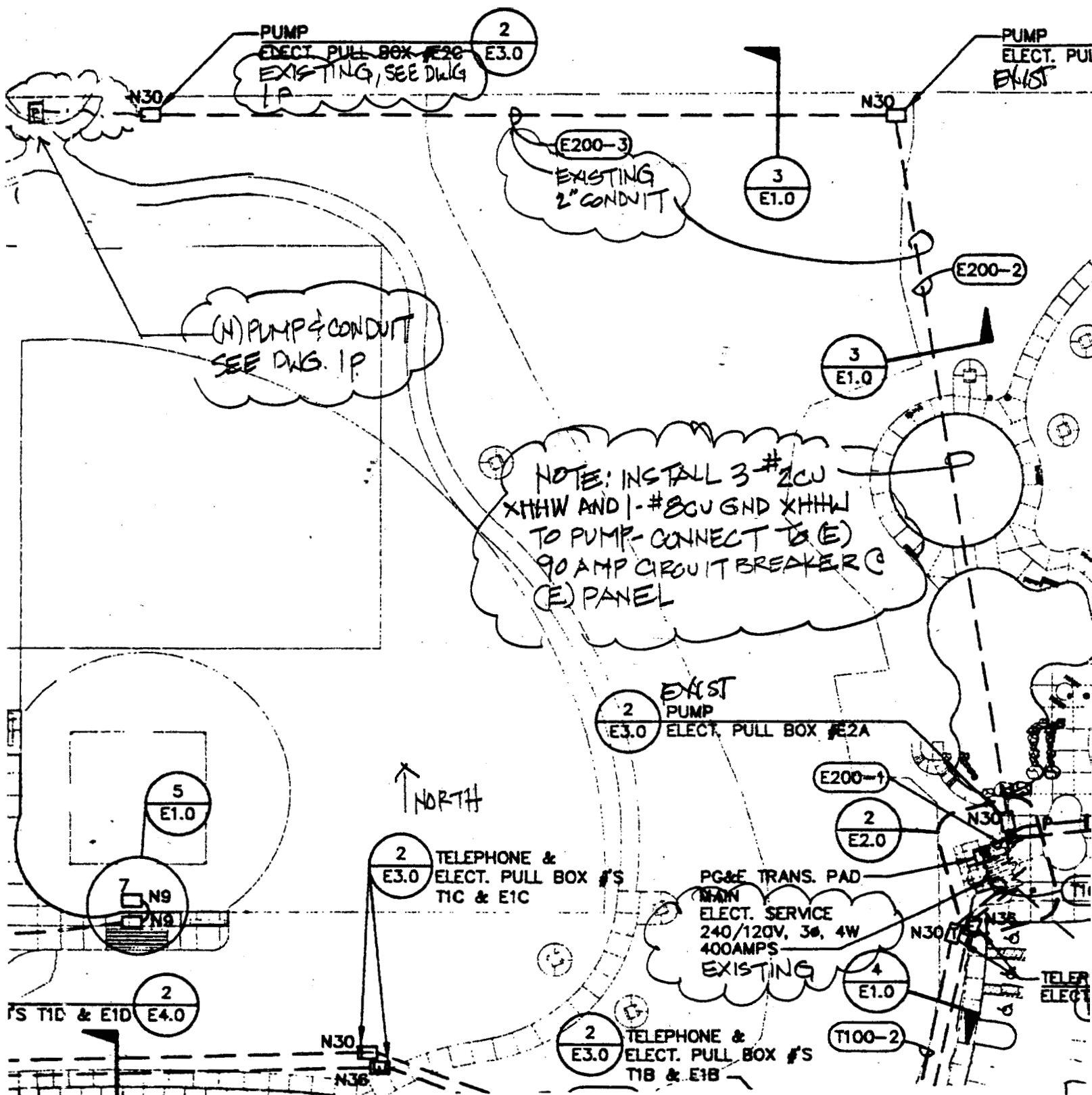
NTS

drawn by

LF

drawing no.

2P



Bellinger Foster Steinmetz
Landscape Architecture

239 Cannery Row
Monterey CA 93940
PH 831.646.1383 FX 831.373.8653 EM go@bfsia.com

ANNA JEAN PARK
PUMP ELECTRICAL

project #
99.018

date
10.19.01

scale
1" = 60'

drawn by LF

drawing no.
3P

Bellinger Foster Steinmetz
Landscape Architecture

0370

October 23, 2001
Revised October 31, 2001

MEMO TO: Gary Carlson
FROM: Mike Bellinger
RE: ANNA JEAN CUMMINGS PARK / Pump Specifications

A prefabricated Irriboost Model BEPC615J-5-2-3 one pump water pressure booster system fabricated by Barrett engineered Pumps and distributed by United Green Tech. (831-662-2990, BRIAN)
The system shall be capable of providing a minimum system pressure of 95 PSIG while supplying a flow rate from 0 to 150 GPM with a minimum system pressure of 55 PSIG,

Pump shall be cast iron bronze fitted construction, equipped with mechanical shaft seal. Pump shall be Model C615JM-BF rated 150 GPM at 93 feet head, and driven by 5 HP, 230 volt, 3 phase, 60 hertz, 3500 RPM, ODP motor.

Include a pre-wired, pre-piped adjustable F58W flow switch capable of sensing flow rates ranging from 25 gpm to 85 gpm installed in the suction line to the pump and minimum run timer to provide on/off sequencing of pump on flow demand. Furnish a NEMA 4 control panel, integral circuit breaker, magnetic starter with overload protection..

The system enclosure shall be vandal and weather resistant, marine grade aluminum alloy 5052-H32 construction with rectangular punchouts for viewing and heat dissipation. The enclosure shall be low profile hinged top design with padlock provision. The enclosure shall be lined on the interior with sound attenuation elastomer on all interior surfaces to reduce sound transmission. Sound attenuation elastomer lined baffles shall be installed on all vents. The sound attenuation elastomer shall have an average calculated sound transmission loss of 26 dB. The cover shall be secured to the concrete pad with stainless steel hardware.

The system shall have mounted pressure gauges for indicating suction and system discharge pressure. System shall use full lug quarter turn butterfly valves on suction and discharge lines. Full pump system pipe size bypass with cast iron bronze fitted wafer/disc check valve. The system shall use type "L" copper on all above ground piping. Pump system piping shall be 3" size on inlet and outlet, all preassembled.

The system shall be mounted on common structural aluminum skid with pipe support as required. The system cover shall be vandal and weather resistant, marine grade aluminum alloy 5052-H32 construction with rectangular punchouts for viewing and heat dissipation. The enclosure shall be low profile hinged top with padlock provision.

-END-

99.018; PumpSpecs GC

Anna Jean Cummings Park
Booster Pump Installation
PVC Piping and Trench Specifications

A. Pipe Lines:

1. Layout:

- A.** Pipe lines shall be installed in approximately the locations shown in the Plans. However, for readability, the Plans sometimes show pipes, valves, and other fixtures in paved areas. In such cases, irrigation system components shall be placed in the nearest adjacent planting area whenever practical.
- B.** **No** line shall be installed parallel to and directly over another line.
- C.** Pipe lines shall have a minimum horizontal clearance **of** four inches (4") from each other and from any other pipe or conduit line. When lines must cross, the angle shall be forty-five to ninety degrees (45-90), and a minimum of three inches (3") vertical clearance shall be maintained.

- 2.** **All** pipe shall be kept free **of** dirt and debris. Ream all pipe to remove all burrs or scale.
- 3.** Install pipe lines free from taps and air pockets.
- 4.** **Flushing:** Flush all main lines before valves are installed, all laterals when rise assemblies are in place, but before sprinkler heads are installed, and all potable systems when complete. Flushing shall be done with all water diverted from any opening in the system.
- 5.** **Sleeves:** Install pipe sleeves at all points where pipes pass through concrete or masonry or under any walkway or paved area with a width of at least 4 feet. In footings, allow one inch (1") clearance around pipe, and in other locations allow one-half inch (1/2").

b. Excavation and Backfill:

1. Contractor shall do all excavation and trenching necessary to complete the work included in this section of the Specifications. Trenching and backfilling shall conform to Section **20-5.03D** of the Standard Specifications,
2. Mechanical trench diggers shall be of a type forming straight sided trenches.
3. Trenches shall provide a minimum of 24" for main lines and 18" for laterals from the top of the pipe to the ground surface above. Trenches shall be no wider than is necessary.
4. After all irrigation system components have been installed, inspected, tested, and approved, backfill trenches in accordance with section **19-3.06** of the Standard Specifications.
5. Compacted Fill Areas: Where trenches must be excavated in compacted fill, these trenches shall be backfilled with the fill materials excavated and recompactd in the layers and to the density specified for the particular area.
6. Existing Paving: Where trenching is through existing paving, Contractor shall replace pavement section to match adjacent section in kind.
7. Settling: Bring all backfill flush with adjoining grade. **All** backfill shall be firm and unyielding, with no visible settling.

3.02 PIPE INSTALLATION

A. PVC Pipe:

1. Contractor shall exercise care in handling, loading, unloading, and storing PVC pipe and fittings.
2. Transportation: Transport pipe on a vehicle with a bed long enough to allow pipe to be flat, to avoid undue bending or concentrated external load.

No dented or damaged pipe to be used.

3. Storage: Store pipe and fittings under canvas or opaque cover allowing air circulation beneath. Place pipe on flat surface with random lengths stacked separately. **No** stack shall be higher than three (3) feet. **No** pipe shall be stored outside longer than 30 days.
4. Assembly: Assemble joints per manufacturer's recommendations. Use 45 degree fittings for all changes in PVC pipe depth. Snake pipe from side to side of trench bottom to follow for thermal expansion and contraction. Center-load pipe with small amount of backfill to prevent arching and whipping under pressure. Pipe line shall not be tested until at least 48 hours have elapsed after solvent welding, to allow for setting and curing.
5. The bottom of all trenches shall be free of rocks, clods, and other sharp-edged objects.
6. Use a non-hardening pipe dope such as Permatex #2, on all threaded plastic to galvanized steel or other metal joints.
7. Install main line ring fitted type PVC pipe with concrete thrust blocks at every change in pipe direction, per manufacturer's recommendation.

TUFCOTE® NOISE BARRIER MATERIALS



Placing a barrier between the noise source and receiver is one of the most effective ways to control the transmission of airborne noise.

E-A-R Specialty Composites offers a complete line of TUFCOTE sound barriers to meet the physical and performance requirements of virtually any application.

Barrier materials deflect and contain sound waves by means of their mass. Flexible barriers offer distinct advantages over high stiffness materials, which exhibit a coincidence frequency at which they readily transmit noise. Low stiffness TUFCOTE sound barriers provide the full sound reduction predicted by mass law.

In addition, the sound reduction and mass properties exhibited by TUFCOTE barriers are achieved without the use of hazardous lead or heavy metals.

Complete barrier line

TUFCOTE barriers are flexible, barium sulfate loaded vinyl or polyether urethane-based sheets which pro-

vide sound attenuation levels of corresponding weights of sheet lead. They are tough, pliable, offer good flame resistance, and are easily installed.

TUFCOTE barriers are available in a variety of formulations, facings and reinforcing materials that enhance strength, ease of installation, and resistance to contaminants and flame.

Economical vinyl-based roll goods offer excellent aging characteristics. And polyether urethane-based barriers readily combine with pressure-sensitive adhesives (PSAs) and other adhesive systems for fast, easy application.

When combined with acoustical foam or fiberglass blankets, TUFCOTE barrier materials form economical high performance composites for weight-efficient high transmission loss over a broad frequency range.

Non-reinforced barriers

Available in nominal areal densities of 0.5- and 1.0-lb./ft.², TUFCOTE R01 Series non-reinforced barrier sheets provide versatile, economical noise control in applications requiring fast, simple adhesive bonding. R01 Series barriers feature resistance to adverse environmental conditions. They are faced with a 2 mil protective film and backed with optional PSA.

TUFCOTE WB Series vinyl-based barriers, available in rolls, feature excellent economy, flexibility and good flame resistance.

Reinforced barriers

With a high strength polyester center scrim, TUFCOTE RWB Series reinforced barriers feature a glove-

skin embossed surface and increased strength over non-reinforced products. They won't curl or stretch in demanding tensile applications. Yet they are easily fabricated and sewn.

RWB reinforced barriers, available in 0.5-, 0.75- and 1.0-lb./ft.² nominal densities, meet USDA requirements for incidental food contact. They are widely used as hanging curtains for in-plant noise control.

Pipe lag

As an economical, effective treatment for noisy pipes, ducts and valves, TUFCOTE LAG Series pipe lag consists of a barrier layer jacketed with a scrim-reinforced aluminum foil. This flexible material readily conforms to curved surfaces, and the foil facing accepts most industrial-type adhesives, to form a durable, secure bond.

Marine barriers

TUFCOTE MB and EMB-style marine barriers feature a non-lead loaded vinyl barrier faced with fiberglass cloth.

MB barriers meet U.S. Navy specification MIL-A-24699 (SHIPS). They comprise a vinyl barrier and 27-mil-thick fiberglass facing that meets MIL-Y-1140C.

MB barriers exhibit superior flame resistance and mechanical strength and are used extensively in ship-board engine rooms.

Economical EMB barriers, used mainly for yacht and non-military applications, are faced with a grey protective 5-mil vinyl-coated, glass-fiber reinforcing fabric.

MAGGIORA BROS. DRILLING, INC.

0375

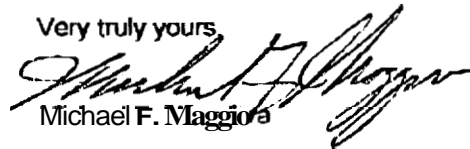
DRILLING CONTRACTORS- PUMP SALES & SERVICE
CALIFORNIA CONTRACTORS LICENSE NO. 249957Corporate Office
595 Airport Blvd.
Watsonville, CA 95076Tel: (831) 724-1338
Tel: (800) 728-1480
Fax: (831) 7263228**November 29, 2001**County of Santa Cruz
Attn: Betsy Lynberg
701 Ocean Street, Room 510
Santa Cruz, CA 95060-4000**Re: Anna Jean Cummings Park Irrigation Booster Pump**

Dear Mr. Carlson.

The specified booster pump has a 6 – 7 week lead time after receipt of order. Assuming the contract is awarded on December 11, 2001, this would put delivery of the pump around the end of January, 2002. This would allow for completion of the project in February of 2002.

If you have any questions, please feel free to contact me at any time

Very truly yours,


Michael F. Maggiora

ACORD CERTIFICATE OF LIABILITY INSURANCE

376

DATE (MM/DD/YY)
11/29/01

PRODUCER
Commercial Lines Unit
ABD Insurance & Financial Services
320 3ay Avenue, Suite 111
Capitola, CA 95010-2165

INSURED

Maggiora Bros. Drilling Inc.
595 Airport Boulevard
Watsonville, CA 95076

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

INSURER A: ITT Hartford Insurance Group
INSURER B: Hartford Underwriters Insurance Co.
INSURER C: National Union Fire Ins. Co.
INSURER D: State Compensation Insurance Fund
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.

ISRT#	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> PD Ded: 1,000 <input checked="" type="checkbox"/> XC&U Included GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC	22UUVVCZ6955	08/01/01	08/01/02	EACH OCCURRENCE FIRE DAMAGE (Any one fire) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	\$1,000,000 \$300,000 \$10,000 \$1,000,000 \$2,000,000 \$2,000,000
B	AUTOMOBILE LIABILITY ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	22UEVCZ6979	08/01/01	08/01/02	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	\$1,000,000 \$ \$ \$
	GAUGE LIABILITY ANY AUTO				AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY: EA ACC AGG	\$ \$ \$
C	EXCESS LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE RETENTION \$	BE8717942	08/01/01	08/01/02	EACH OCCURRENCE AGGREGATE	\$4,000,000 \$4,000,000 \$ \$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	000161169901	01/01/01	01/01/02	WC STATUTORY LIMITS E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	\$1,000,000 \$1,000,000 \$1,000,000
	OTHER					

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


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 (See Attached Descriptions)

CERTIFICATE HOLDER

ADDITIONAL INSURED; INSURER LETTER:

CANCELLATION Ten Day Notice for Non-Payment

Santa Cruz County
Redevelopment Agency
Attn: Kim Namba
701 Ocean St., Room 510
Santa Cruz, CA 95060-4000

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT. ~~NOT VALID FOR CANCELLATION~~
~~NO CANCELLATION FOR NON-PAYMENT OF PREMIUMS~~
 AUTHORIZED REPRESENTATIVE


DESCRIPTIONS (Continued from Page 1)

Santa Cruz and The County of Santa Cruz Redevelopment Agency. 0377
Project: Anna Jean Cummings Park Irrigation Booster Pump

Insured: Maggiora Bros. Drilling
Term: 8-1-01 to 8-1-02
Policy # 220UW006955

COMMERCIAL GENERAL LIABILITY

0378



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SPECIAL BROAD FORM COMMERCIAL GENERAL LIABILITY ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

This endorsement expands coverage provided under CG 00 01. You may use the index to locate these coverage features quickly.

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**SPECIAL BROAD FORM COMMERCIAL
GENERAL LIABILITY ENDORSEMENT**

Insured: Maggiore Bros. Drilling
Term: 8-01-01 to 8-01-02
Policy # 2200VCD6955

- c. This provision 7. does not apply if COVERAGE C. MEDICAL PAYMENTS is excluded either by the provisions of the Coverage Part or by endorsement.

SUPPLEMENTARY PAYMENTS (COVERAGES A and B)

8. SUPPLEMENTARY PAYMENTS

In the **SUPPLEMENTARY PAYMENTS - COVERAGES A and B** provision:

- (1) The limit for the cost of bail bonds is changed from \$250 to \$1,000; and
- (2) The limit for loss of earnings is changed from \$100 a day to \$250 a day.

WHO IS AN INSURED

9. ADDITIONAL INSURED BY CONTRACT, AGREEMENT OR PERMIT

- a. **WHO IS AN INSURED** (Section II) is amended to include as an insured any person or organization with whom you agreed, because of a written contract or agreement or permit, to provide insurance such as is afforded under this policy, but only with respect to your operations, "your work" or facilities owned or used by you.
- b. This provision 9. does not apply:
 - (1) Unless the written contract or agreement has been executed or permit has been issued prior to the "bodily injury," "property damage," "personal injury" or "advertising injury;"
 - (2) To any person or organization included as an insured under provision 10.; or
 - (3) To any person or organization included as an insured by an endorsement issued by us and made a part of this Coverage Part.
- c. When an engineer, architect or surveyor becomes an insured under provision 9. a., the following additional exclusion applies:

"Bodily injury," "property damage," "personal injury" or "advertising injury" arising out of the rendering of or the failure to render any professional services by or for you, including:

 - (1) The preparing, approving, or failing to prepare or approve maps, drawings, opinions, reports, surveys, change orders, designs or specifications; and
 - (2) Supervisory, inspection, or engineering services
- d. When a lessor of leased equipment becomes an insured under provision 9. a., the following additional exclusions apply:
 - (1) To any "occurrence" which takes place after the equipment lease expires; or
 - (2) To "bodily injury" or "property damage" arising out of the sole negligence of the lessor
- e. When owners or other interests from whom land has been leased become an insured under provision 9. a., the following additional exclusions apply:

IMPORTANT

If the certificate holder is an **ADDITIONAL** INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

COUNTY OF SANTA CRUZ
REQUEST FOR APPROVAL OF AGREEMENT

0381

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

FROM:

REDEVELOPMENT

(Dept.)

[Signature]

[Signature]

(Signature)

11/29/01

(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 SANTA CRUZ COUNTY REDEVELOPMENT AGENCY (Agency)
and MAGGIORA BROTHERS DRILLING, INC., 595 Airport Blvd., Watsonville, CA 95076 (Name & Address)
2. The agreement will provide irrigation booster pump for Anna Jean Cummings Park
3. The agreement is needed because staff cannot provide these services.
4. Period of the agreement is from December 11, 2001 to June 33, 2002
5. Anticipated cost is \$ 25,440.00 (Fixed amount, Monthly rate; Not to exceed)
6. Remarks: _____
7. Appropriations are budgeted in 511136 (Index#) 9842 (Subobject)

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

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

Contract No. 12658

Date 11/29/01

GARY A. KNUTSON, Auditor - Controller

By *[Signature]*

Deputy.

Proposal reviewed and approved. It is recommended that the Board of Supervisors approve the agreement and authorize the Redevelopment 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 Orig. Dept. if rejected.

ADM - 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 _____

County Administrative Officer

19 _____

BY _____

Deputy Clerk

53