

STATE OF CALIFORNIA  
**STANDARD AGREEMENT**  
 STD 213 (Rev 06/03)

AGREEMENT NUMBER <b>2016-18</b>
REGISTRATION NUMBER

1. This Agreement is entered into between the State Agency and the Contractor named below:

STATE AGENCY'S NAME

**14<sup>th</sup> District Agricultural Association/Santa Cruz County Fair**

CONTRACTOR'S NAME

**Ecological Concerns Inc.**

2. The term of this Agreement is: **05/01/2016** through **04/30/2021**

3. The maximum amount of this Agreement is: **\$17,027.32**

4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement.

Exhibit A – Scope of Work 1 page(s)

Exhibit B – Budget Detail and Payment Provisions 1 page(s)

Exhibit C\* – General Terms and Conditions page

Check mark one item below as Exhibit D:

Exhibit - D Special Terms and Conditions (Attached hereto as part of this agreement)

Exhibit - D\* Special Terms and Conditions page(s)



Exhibit E – Additional Provisions 2 page(s)

**Project Fee and Scope Proposal**

Items shown with an Asterisk (\*), are hereby incorporated by reference and made part of this agreement as if attached hereto.

These documents can be viewed at [www.ols.dgs.ca.gov/Standard+Language/default.htm](http://www.ols.dgs.ca.gov/Standard+Language/default.htm)

**IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.**

<b>CONTRACTOR</b>		<i>California Department of General Services Use Only</i>
CONTRACTOR'S NAME (If other than an individual, state whether a corporation, partnership, etc.) <b>Ecological Concerns Inc.</b>		
BY (Authorized Signature) 	DATE SIGNED (Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING <b>Jon Laslett, Senior Project Manager</b>		
ADDRESS <b>125 Walk Circle, Santa Cruz, CA 95060</b>		
<b>STATE OF CALIFORNIA</b>		
AGENCY NAME <b>14<sup>th</sup> District Agricultural Association</b>		<input type="checkbox"/> Exempt per:
BY (Authorized Signature) 	DATE SIGNED (Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING <b>Dave Kegebein, Fair Manager</b>		
ADDRESS <b>2601 East Lake Avenue, Watsonville, CA 95076</b>		

**EXHIBIT A**

**SCOPE OF WORK**

1. Ecological Concerns Inc. agrees to provide the service as listed in the attached scope of work.

2. The project representatives during the term of this agreement will be:

State Agency: 14 <sup>th</sup> DAA/ Santa Cruz County Fair	Contractor: Ecological Concerns Inc.
Name: Dave Kegebein, Manager	Name: Jon Laslett, Sr. Project Manager
Phone: (831) 724-5671	Phone: 831-459-0656
Fax: (831) 761-5827	Fax: 831-457-1606

Direct all inquiries to:

State Agency: 14 <sup>th</sup> DAA/Santa Cruz County Fair	Contractor: Ecological Concerns Inc
Section/Unit: Exhibit Representative	Section/Unit:
Attention: Dave Kegebein, Manager	Attention: Jon Laslett
Address: 2601 East Lake Avenue, Watsonville	Address: 125 Walk Circle; Santa Cruz 95060
Phone: (831) 724-5671	Phone:
Fax: (831) 761-5827	Fax:

**EXHIBIT B  
(Standard Agreement)**

**BUDGET DETAIL AND PAYMENT PROVISIONS**

**1. Invoicing and Payment**

- A. For services satisfactorily rendered, and upon receipt and approval of the invoices, the State agrees to compensate the Contractor for actual expenditures incurred in accordance with the rates specified herein, which is attached hereto and made a part of this Agreement.
  
- B. Invoices shall be submitted to:

Name: Ann Ernst  
Office: Santa Cruz County Fair  
Address: 2601 East Lake Avenue  
Watsonville, CA 95076



## Ecological Concerns Inc.

Ecological Landscapes  
Habitat Restoration  
California Native Plants

Office (831) 459-0656  
Fax (831) 457-1606  
CCL #778397

### Santa Cruz County Fairgrounds / Salsipuedes Creek Restoration Project Fee and Scope Proposal

Item	Description	Unit	Quantity	Unit Price	Item Total
1	Furnish Restoration Plants	Lump Sum	1	1,491.29	\$ 1,587.32
2	Restoration Technician Support for Installation	Hour	24	60.00	\$ 1,440.00
3	Annual Monitoring and Reporting	Year	5	2,800.00	\$ 14,000.00

**Total \$ 17,027.32**

#### Scope by Item Number

- 1. Furnish Restoration Plants and Seed** includes furnishing of restoration nursery stock and seed, meeting the requirements of the submitted restoration plans, per the following table:

Qty	Item	Container	Cost	Ext. Cost	Comments
26	Salix sp. pole cuttings	N/A	N/A	N/A	To be collected and installed on site by client's staff
6	Acer macrophyllum	TP	\$5.45	\$32.70	
4	Quercus agrifolia	TP	\$5.45	\$21.80	
4	Sambucus nigra	TP	\$5.45	\$21.80	
14	Salix lasiolepis	TP	\$5.45	\$76.30	Some container stock willows recommended as high bank willow plantings do better from container
30	Baccharis pilularis	TB	\$2.95	\$88.50	
25	Baccharis pilularis	1G	\$4.45	\$111.25	
60	Rosa californica	1G	\$4.45	\$267.00	
15	Morella californica	1G	\$4.45	\$66.75	
40	Frangula californica	1G	\$4.45	\$178.00	
11	Cornus glabrata	1G	\$4.25	\$46.75	
15	Cornus sericea	TP	\$5.45	\$81.75	
4	Cornus sericea	1G	\$4.25	\$17.00	
6	CCW Erosion Control Native Seed Mix	1.5 lb Bag	\$75.00	\$450.00	1 bag per 1000 sf
	Subtotal			\$1,459.60	
	Santa Cruz Tax 8.75%			\$127.72	
	<b>Total</b>			<b>\$1,587.32</b>	

Notes: 54 total trees, 200 total shrubs, and seed for 5400 square feet included.

- 2. Restoration Technician Support for Installation** includes 3 working days of support, to be billed hourly, by one of ECI's restoration technicians experienced in the installation and maintenance of agency mandated habitat restoration / mitigation projects. The technician will support work as directed on site, including helping to lay out and properly install plants, advising on irrigation, pole cutting technique, seeding, and other tasks as



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requested by the client. This item also includes delivery of the plant material under Task 1 above by the Restoration Technician.

- 3. Monitoring and Reporting** includes monitoring and reporting per the Regional Water Quality Control Board letter dated 3/29/16. ECI's Project Botanist will conduct quantitative and qualitative monitoring as prescribed by the letter, including:
- a. Visual observations of erosion and stream stability.
  - b. Riparian percent cover monitoring by point intercept transects.
  - c. Average tree height.
  - d. Plant health and vigor.
  - e. Natural recruitment monitoring.
  - f. Photopoint monitoring.
  - g. Maintenance observations.
  - h. General qualitative observations.

ECI's Project Botanist will prepare an annual report based on the monitoring in the following format:

- a. Report Summary
- b. Introduction
- c. Methods
- d. Results
- e. Discussion
- f. Management Recommendations
- g. Literature Cited

After internal review, ECI will submit the draft report to the Client for review. With Client's approval, ECI will submit the report to the appropriate agencies. Monitoring and Reporting is scheduled for Years 1 through 5 after completion of planting.

### Exclusions:

1. Preconstruction photos, to be provided by Client for reporting.
2. Notification of completion of project to agencies, assumed to be responsibility of Client. Please notify ECI if you would like this service added.
3. Guarantee of plant survival, performance, or project meeting performance criteria.
4. Installation, maintenance, or design services (except for the support provided under Item 2 above). Assumed to be provided by the Client's forces. Please notify ECI if additional support with these items is desired.
5. Permits or Permit Fees.