



County of Santa Cruz

439

PARKS, OPEN SPACE & CULTURAL SERVICES

979 17 th AVENUE, SANTA CRUZ, CA 95062

(831) 454-7900 FAX: (831) 454-7940 TDD: (831) 454-7978

BARRY C. SAMUEL, DIRECTOR

June 12, 2001

AGENDA: June 26, 2001 ,

BOARD OF SUPERVISORS

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

SUBJECT: NORTH COAST BEACHES PROJECT PHASE I, SCOTT CREEK BEACH

Dear Members of the Board:

On October 24, 2000, your Board awarded a contract to Reber Construction Company, Inc. in the amount of \$506,293 with an additional \$50,629 in contingency funding, for a total project cost of \$556,922. The scope of work included two major components: The first component included widening an 800' long portion of State Highway One to include beach side shoulder parking, transit bus stop, accessible pathway and observation deck, interpretive and regulatory signage, post and cable fencing and north bound/ south bound paved turn around areas.

During the excavation and grading work associated with the widening of Highway One, an unforeseen and unusual amount of groundwater was encountered. The Contractor was unable to get the proper compaction of the road subgrade due to the volume of subsurface water. To remedy the problem a consensus was reached between the Project Engineer, Resident Engineer and the County that the area needed to be de-watered with a permanent subsurface drainage system. This work was authorized to proceed due to the time constraints associated with the snowy plover breeding season. The cost for installing the subsurface drainage system came to \$23,638.50.

In an effort to increase the longevity of the hardware utilized for the post and cable fencing, a change was made from using galvanized components to stainless steel components. Recent observations made at the Davenport Landing Coastal Access have revealed that the galvanized components in less than four years have rusted through due to harsh sea-coast conditions. The cost to switch from galvanized to stainless steel components is \$1,306.91.

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The second component involved the removal of petroleum contaminated soils from the sand dunes adjacent to the beach area, and regrading and re-vegetating the sand dunes with native plant material. Between 1906 and 1958 the area on top of the sand dunes functioned as a crude oil transfer station for tankers located just off shore. The crude oil was pumped to storage tanks located on concrete foundations, then transferred to Davenport via an above ground pipeline. When the facility was closed down, the tanks and pipe lines were removed and all that was left were the concrete foundations, Since the closure of the facility, the sand dunes have shifted and all but covered up the concrete foundations.

During the CEQA review process for the Scott Creek Beach Project, a geotechnical and hazardous material investigation was performed at the site. Preliminary findings were based upon the results of several soil borings. Testing indicated that the amount of petroleum contaminated soils was light and only a few areas had any concentrated levels. However, during the removal process, it was found that the area and level of petroleum contaminated soils was much more extensive than soil borings had indicated. It was apparent that spillage of the crude oil had migrated under the concrete tank foundations and downward through fissures in the sandstone.

The extensiveness of the contaminated material impacted the dune restoration portion of the project by increasing the construction cost by \$117,359 for directly related work. Cost increases resulted from the increased volume of contaminated soil to be removed and disposed of, the degree and complexity of disposing the concentrated contaminants, increased volumes of grading quantities, and contractor and subcontractor overtime. The work needed to be initiated immediately in order to complete the restoration of the sand dunes before the start of the snowy plover breeding season. The project contingency was able to absorb \$26,218 of the cost overrun, leaving a balance of \$91,141 of uncompensated work, addressed in the attached cost proposal No. 2 of the Reber Construction Company, Inc. contract amendment.

The above cost overruns are all construction related items and do not include cost overruns associated with engineering design modifications, grading and encroachment permit requirements, geotechnical input and monitoring, environmental monitoring, and increased Resident Engineer inspection services. In order to compensate the consultants for the work performed and new work when the project resumes, it will require two new contracts and amending three existing contracts associated with the Scott Creek Beach Project. The following is a description of each consultant and the work performed above and beyond the scope of their original contract.

Bowman and Williams Consulting Civil Engineers- (Design Engineer) The additional work and associated costs included: Prepared revised improvement plans to meet Cal Trans District 5 and Santa Cruz Transit District requirements; provided construction layout surveys and project control; provided modifications to the structural design for the observation deck and boardwalk; designed two turn around areas to be surfaced in asphalt rather than base rock to meet Cal Trans

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BOARD OF SUPERVISORS
NORTH COAST BEACHES PROJECT PHASE I,
SCOTT CREEK BEACH

AGENDA: June 26, 2001

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Encroachment Permit requirements and; preparation of topography and plans necessary for installing additional drainage improvements. The contract total for this work comes to \$24,685.00.

Haro Kasunich and Associates, Inc.- (Geotechnical Engineer) Initially the County planned on utilizing the in-house services of the Department of Public Works testing lab for compaction testing and quality control for grading, concrete and asphalt work. However, it was discovered that the geotechnical report required that the field services be performed by the Geotechnical Engineer that prepared the initial report in order to properly validate the work in the field. The cost of the geotechnical field services is \$10,110.00.

Frey Environmental, Inc. (Environmental Consultant) Frey Environmental, Inc. was originally hired to perform the required field monitoring for the removal of the petroleum contaminated soils. Their cost for these services were based upon sampling and evaluating a much smaller area of contamination than was actually encountered. This situation doubled their required time in the field and expanded the scope of their data evaluation and report preparation, which resulted in an additional cost of \$7,750.00.

Swanson Hydrology and Geomorphology- (Resident Engineer) Swanson Hydrology and Geomorphology was originally retained for a two month period in anticipation that the project could be completed within that time period and in accordance with the Contractors schedule. With the need for additional drainage and hazardous material removal work, the project could not be totally completed by the beginning of the Snowy Plover breeding season. The removal of the additional hazardous material required more on site inspection time and coordination by the Resident Engineer than originally budgeted for in the contract, which in turn contributed to the cost overruns.

The remaining work includes installation of the cable fence along the shoulder of Highway One, construction of the vista deck and path, additional shoulder paving and drainage improvements and installation of the informational and regulatory signs. Construction will resume following the end of the Snowy Plover breeding season in October 2001. Cal Trans requires a Resident Engineer at the project site during the construction period. The cost to pay for the additional inspection time during the hazardous material removal and to extended inspection services into the fall is \$30,330.00.

Archaeological Resource Management (ARM)- (Cultural Resource Monitoring) The cultural resource monitoring is a condition of the Coastal Development Permit. The permit requires that the construction activities be monitored by an archaeologist in the event a cultural resource is uncovered.

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BOARD OF SUPERVISORS
NORTH COAST BEACHES PROJECT PHASE I,
SCOTT CREEK BEACH

AGENDA: June 26, 2001

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The contract with Archaeological Resource Management is due to expire on June 30, 2001. The contract period with ARM needs to be extended in order to facilitate the cultural resource monitoring during the construction period this fall. There will be no additional cost associated with amending this contract.

In summary, the combined additional cost for hazardous waste removal, construction, construction inspection and consultant services comes to \$188,961.41. The majority of the additional project cost can be attributed to the monitoring, removal and disposal of the petroleum contaminated soils in the dune restoration area. Department staff have been researching funding options to pay for the contractor's and consultant's additional services for the project and have come up with a viable option utilizing several funding resources. The following is the break down of this funding option:

1. Environmental Clean-up Revolving Fund	account 191146/6610	\$100,000
2. Coastal Conservancy Grant Amendment #5 -	account 191146/6610	\$ 37,935
3. Operating transfer from Parks salary savings -	account 191146/6610	\$ 34,940
4. Off Road Vehicle Fund - 21-110	account 134936/3740	\$ 14,733
5. C SA# 11 Residual Project Funds	account 134910/6610	\$ 1,354
	Total Funding Available:	\$188,962

The first funding source listed (Environmental Clean-up Revolving Fund) will need to be reimbursed at a later date, as funding becomes available.

To move forward with the project, it is recommended that your Board adopt the attached resolution accepting unanticipated revenue from the Environmental Clean-up Revolving Fund, and approve the associated contracts and contract amendments with the Contractor and the consultants. The Parks Department has also identified additional salary savings to help fund some of the cost overruns. Your Board needs to authorize the transfer of funds for the Parks Department and adopt the resolution accepting unanticipated revenue from the General Fund for the Scott Creek Beach Project. The balance of the funding needed at this time is available within the current project funds.

Once the contract with Bowman and Williams Consulting Civil Engineers is approved, they will do the design work necessary for the contractor to install the additional drainage improvements along the shoulder of Highway One. When the design work is complete, the Parks Department will obtain a cost proposal from the Contractor and bring a construction contract amendment before your Board in early September of this year for approval. It is anticipated that all remaining work on the project will be completed by the end of this November.

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NORTH COAST BEACHES PROJECT PHASE I,
SCOTT CREEK BEACH
Page 5

It is therefore RECOMMENDED that your Board take the following actions:

1. Approve the resolution accepting unanticipated revenue from the Environmental Clean-up Revolving Fund in the amount of \$100,000.00.
2. Authorize the transfer of funds from the Parks Department salaries to the General Fund 190000 in the amount of \$34,940.00.
3. Approve the resolution accepting unanticipated revenue from the General Fund 190000 in the amount of \$34,940.00 to the Capital Projects Fund 40.
4. Approve an amendment to contract CO 02278 with Reber Construction Company, Inc. by increasing the cost by \$116,086.41 for those services described in cost proposals 2, 8, and 11, for a total project cost of \$673,00841.
5. Approve a design contract with Bowman and Williams Consulting Civil Engineers in the amount of \$24,685.00 for the additional design work associated with the project.
6. Approve a contract with Haro Kasunich and Associates, Inc. in the amount of \$10,110.00 for the geotechnical and testing services required for the project.
7. Approve an amendment to contract CO 02305 with Frey Environmental, Inc., by increasing the cost by \$7,750.00 for the additional services required during the removal of the petroleum contaminated soils, for a new contract total of \$13,750.00.
8. Approve an amendment to contract CO 02309 with Swanson Hydrology and Geomorphology, by increasing the cost by \$30,330 for the additional Resident Engineering services needed for the hazardous material clean up work and for the fall construction, for a new contract total of \$79,290.00.
9. Approve an amendment to contract CO 02306 with Archaeological Resource Management by extending the term of the contract until June 30, 2002.
10. Authorize the Director of Parks, Open Space and Cultural Services to sign the aforementioned contracts on behalf of the County.
11. Direct County Counsel to determine if RMC Lonestar, the previous owner, can be held financially responsible for the hazardous waste mitigation portion of this project.

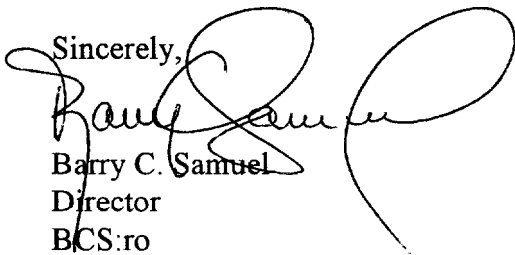
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BOARD OF SUPERVISORS
NORTH COAST BEACHES PROJECT PHASE I,
SCOTT CREEK BEACH

AGENDA: June 26, 2001

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Sincerely,



Barry C. Samuel
Director
BCS:ro

RECOMMENDED:



SUSAN A. MAURIELLO
County Administrative Officer

Attachments :

- Reber Construction Company, Inc. Contract Amendment CO 02278, ADM-29
- Bowman & Williams Consulting Civil Engineers Contract, ADM-29
- Haro Kasunich & Associates, Inc. Contract, ADM-29
- Frey Environmental, Inc. Contract Amendment CO 02305, ADM-29
- Swanson Hydrology & Geomorphology Contract Amendment CO 02309, ADM-29
- Archaeological Resource Management Contract Amendment CO 02306
- (2) AUD 60, AUD 74

cc: Auditor-Controller, Office of the County Counsel, CAO, Parks, General Services, Contractor,
Bowman and Williams Civil Enginbeers, Haro Kasunich and Associates, Inc., Frey
Environmental, Inc., Swanson Hydrology & Geomorphology, Archaeological Resource
Management

*The Mission of the Santa Cruz County Department of Parks, Open Space and Cultural Services is to provide safe, well designed
and maintained parks and a wide variety of recreational and cultural opportunities for our diverse community*

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

Resolution No. _____

On the motion of Supervisor _____
duly seconded by Supervisor _____
the following resolution is adopted:

RESOLUTION ACCEPTING UNANTICIPATED REVENUE

Whereas, the County of Santa Cruz is a recipient of funds from Environmental Clean Up
Revolving Fund _____ for Scott Creek Beach Project _____ program; and

WHEREAS, the County is recipient of funds in the amount of \$ 100,000 _____ which are
either in excess of those anticipated or are not specifically set forth in the current fiscal year
budget of the County; and

WHEREAS, pursuant to Government Code Section 29130(c) / 29064(b), such funds may be
made available for specific appropriation by four-fifths vote of the Board of Supervisors;

NOW, THEREFORE, BE IT RESOLVED AND ORDERED that the Santa Cruz County
Auditor-Controller accept funds in the amount of \$ 100,000 _____ into
Department Scott Creek Beach Project - Fund 40

<u>T/C</u>	<u>Index Number</u>	<u>Revenue Subobject Number</u>	<u>Account Name</u>	<u>Amount</u>
001	191146	2367	Contributions from Other Funds	\$100,000

and that such funds be and are hereby appropriated as follows:

<u>T/C</u>	<u>Index Number</u>	<u>Expenditure Subobject Number</u>	<u>PRJ/UCD</u>	<u>Account Name</u>	<u>Amount</u>
011	191146	6610		Structure & Improvement	\$100,000

DEPARTMENT HEAD I hereby certify that the fiscal provisions have been researched and
that the Revenue(s) (has been) (will be) received within the current fiscal year.

By Barry C. Samuel
Barry C. Samuel Department Head

Date _____

446

COUNTY ADMINISTRATIVE OFFICER

_____/ Recommended to Board

_____/ Not recommended to Board

PASSED AND ADOPTED by the Board of Supervisors of the County of Santa Cruz, State of California, this _____ day of _____, 19____ by the following vote (requires four-fifths vote for approval):

AYES: - SUPERVISORS

N O E S : SUPERVISORS

ABSENT: SUPERVISORS

Chairperson of the Board

ATTEST:

Clerk of the Board

APPROVED AS TO FORM:

Henry A. Oberhelman
County Counsel 12/16/97

191146-2367
APPROVED AS TO ACCOUNTING DETAIL:

PS Blough 6-18-01
Auditor-Controller

D i s t r i b u t i o n :
Auditor-Controller
County Counsel
County Administrative Officer
Originating Department

RECEIVED
SANTA CRUZ COUNTY
AUDITOR-CONTROLLER
.01 JUN 18 AM 8:30

AUD60 (REV 12/97)

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Page 2 of 2

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4007

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

Resolution No. _____

On the motion of Supervisor _____
duly seconded by Supervisor _____
the following resolution is adopted:

RESOLUTION ACCEPTING UNANTICIPATED REVENUE

Whereas, the County of Santa Cruz is a recipient of funds from ~~General Fund~~ _____
190000/6100 _____ for Scott Creek Beach Plant Project program; and

WHEREAS, the County is recipient of funds in the amount of \$ 34,940 _____ which are either in excess of those anticipated or are not specifically set forth in the current fiscal year budget of the County; and

WHEREAS, pursuant to Government Code Section 29130(c) / 29064(b), such funds may be made available for specific appropriation by four-fifths vote of the Board of Supervisors;

NOW, THEREFORE, BE IT RESOLVED AND ORDERED that the Santa Cruz County Auditor-Controller accept funds in the amount of \$ 34,940 _____ into Department Scott. Creek Beach Plant Project - Fund 40

<u>T/C</u>	<u>Index Number</u>	<u>Revenue Subobject Number</u>	<u>Account Name</u>	<u>Amount</u>
001	191146	2462	Operating transfer in	\$34,940

and that such funds be and are hereby appropriated as follows:

<u>T I C</u>	<u>Index Number</u>	<u>Expenditure Subobject Number</u>	<u>PRJ/UCD</u>	<u>Account Name</u>	<u>Amount</u>
c21	191146	6610		Structure & Improvements	\$34,940

DEPARTMENT HEAD I hereby certify that the fiscal provisions have been researched and that the Revenue(s) (has been) (will be) recieved within the current fiscal year.

By Barry C. Samuel Department Head

Date _____

70.3

COUNTY ADMINISTRATIVE OFFICER

/_____/ Recommended to Board

/_____/ Not recommended to Board

PASSED AND ADOPTED by the Board of Supervisors of the County of Santa Cruz, State of California, this _____ day of _____, 19____ by the following vote (requires four-fifths vote for approval):

AYES: - SUPERVISORS

NOES: SUPERVISORS

ABSENT: SUPERVISORS

Chairperson of the Board

ATTEST:

Clerk of the Board

APPROVED AS TO FORM:

Howard Oberhelman
County/Counsel 12/16/97

191146 - 2462
APPROVED AS TO ACCOUNTING DETAIL:

P. Silbaugh 6-18-01
Auditor-Controller

Distribution:

- Auditor-Controller
- County Counsel
- County Administrative Officer
- Originating Department

AUD60 (REV 12/97)

c:\audit\aud60.wpd

RECEIVED
SANTA CRUZ COUNTY
AUDITOR-CONTROLLER
01 JUN 18 AM 8:36

COUNTY OF SANTA CRUZ
 REQUEST FOR TRANSFER OR REVISION
 OF BUDGET APPROPRIATIONS AND/OR FUNDS

449

Department: Parks, Open Space & Cultural Services

Date: June 11, 2001

TO: Board of Supervisors / County Administrative Officer / District Board

I hereby request your approval of the following transfer of budget appropriations and/or funds in the fiscal year ending June 30, ~~19~~ 2001
Fund 10-110

AUDITORS USE ONLY			
DOCUMENT #	AMOUNT	L/N	T/C HASH
JF 6			

BATCH #	
DATE	Keyed By:

T/C	INDEX	SUBJECT	USER CODE	AMOUNT	ACCOUNT DESCRIPTION *
0, 2, 1	190000	6, 1, 0, 0	, , , ,	, 3, 4, 9, 4, 0, 0, 0	Operating transfer Out
0, 2, 2	4, 9, 2, 3, 0, 0	3, 1, 0, 0	, , , , R	e, g, u, 3, 4, 9, 4, 0, 0, 0	- Permanent

Explanation: To transfer additional Salary Savings to cover project cost overruns for the Scott Creek Beach Project.

Name: Christina Mowry Riggs *CMR* Title: Admin. Facility Supt.

Auditor-Controller's Action: I hereby certify that unencumbered balance(s) is/are available in the appropriations/funds and in the amounts indicated above.
 Auditor-Controller, by *P. S. Baugh*, Deputy Date 6-14-01

County Administrative Officer's Action: *CMR* Recommended to Board Approved Not Recommended or Approved
 County Administrative Officer *CMR* Date 6/19/01

State of California } As the Clerk of the Board of Supervisors of the County of Santa Cruz, I do hereby certify that the foregoing request for
 County of Santa Cruz } ss. transfer 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 _____, 19____, B Y _____, Deputy Clerk

(A-C)* Desc: _____ Item: - Budget Transfer
 Distribution: BRD. NAME AGENDA DATE ITEM NO. Goldenrod-Departmental Control Copy
 White-Board of Supervisors
 Yellow-Auditor-Controller
 Green-County Administrative Officer
 Pink-Originating Department
 A-C Review
70.3
 AUD'4 (REV 12/94)

COUNTY OF SANTA CRUZ
REQUEST FOR APPROVAL OF AGREEMENT

450

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

FROM: Parks, Open Space & Cultural Services (Dept.)
Randy Quinn (Signature) 6/18/01 (Date)

The Board of Supervisors is hereby requested to approve the attached agreement and authorize the execution of the same.

- Said agreement is between the County of Santa Cruz (Agency) and Reber Construction Company, Inc. P. O. Box 273 Santa Cruz CA 95061 (Name & Address)
- The agreement will provide Additional construction services as described in cost proposals 2, 8 & 11, for the North Coast Beaches Phase 1, Scott Creek Beach Project.
- The agreement is needed County cannot provide the service.
- Period of the agreement is from June 26, 2001 to June 30, 2001
- Anticipated cost is \$ 116,086.41 Increase (Fixed amount; Monthly rate, Not to exceed)
- Remarks: \$506,293 contract and \$50,629.00 contingency and \$116,086.41
Contract amendment = \$673,008.41 new total 191146/6610 - \$99,999.41 01
134936/3740 - \$147,300.50 Suffix 04
- Appropriations are budgeted in 134910/6610 - \$1,354.00 (index#) Suffix 03 (Subobject)

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

Appropriations are available and 6-14-01 will be imbered. Contract No. 02278 Date _____
GARY Y.A. KNUTSON, Auditor - Controller
By Randy Quinn Deputy.

Proposal reviewed and approved. It is recommended that the Board of Supervisors approve the agreement and authorize the Director of County Parks to execute the same on behalf of the County of Santa Cruz (Agency).
County Administrative Officer

Remarks: _____ (Analyst) By [Signature] Date 6/19/01

Agreement approved as to form. Date _____

- Distribution:
- Bd. of Supv. - White
 - Auditor-Controller - Blue
 - County Counsel - Green
 - Co. Admin. Officer - Conroy
 - Auditor Controller - Pink
 - Originating Dept. - Goldenrod

*To Orig. Dept. if rejected.

State of California)
County of Santa Cruz) ss
I _____ ex-officio Clerk of the Board of Supervisors of the County of Santa Cruz,
State of California, do hereby certify that the foregoing request for approval of agreement was approved by
said Board of Supervisors as recommended by the County Administrative Officer by an order duly entered
in the minutes of said Board on _____ County Administrative Officer
_____ 19 _____ By _____ Deputy Clerk

703
AD 1-29 (6/95)

491

AMENDMENT TO AGREEMENT

The parties hereto agree to amend that certain Agreement No.CO 02278, dated October 24, 2000, by and between the COUNTY OF SANTA CRUZ and REBER CONSTRUCTION COMPANY, INC., by increasing the project cost by \$116,086.41 for a total project cost of \$673,008.41, to pay for additional construction services required to date, for the North Coast Beaches Phase I, Scott Creek Beach Project as described in Change Order Proposals 2, 8 & 11.

Furthermore, the term of this contract shall be extended until November 30, 2001.

All other provisions of said Agreement shall remain the same.

Dated: _____

COUNTY OF SANTA CRUZ

By: _____

Approved as to Insurance:

By: Janet McKinley 6-11-2001 CONTRACTOR
Risk Management

By: Alexis Reber
Reber Construction Company, Inc.
P.O. Box 273
Santa Cruz, California 95061

Approved as to Form:

By: Marie Costa 6-11-01
Office of the County Counsel

Attachments: Change Order Proposals 2, 8 and 11

DISTRIBUTION: CAO, Auditor-Controller, County Counsel, Risk Management
POSCS, Contractor, Swanson Hydrology & Geomorphology

**REBER
CONSTRUCTION CO., INC.
Engineering Contractor**

452

May 4, 2001

County of Santa Cruz
Parks, Open Spaces, & Cultural Services
979 - 17th Avenue
Santa Cruz Ca 95062

RE: CHANGE ORDER PROPOSAL NO. 2 - HAZ MAT CLEANUP
Reber Project # 00-081
County of Santa Cruz Project FHWA#P6920

The above captioned change order includes the following:

All labor, equipment and material to, remove and haul offsite approximately 771 tons of contaminated soil. Product to be hauled to Bay Soil Remediation, Richmond Ca.

TOTAL LUMP SUM..... \$91,141.00

Please sign below to indicate acceptance of this change order and return a copy to our office."

The above captioned Change Order will be included in all future progress billings and will be referenced as "Change Order No. 2".

If you have any questions, please do not hesitate to contact our office.

Sincerely,
REBER CONSTRUCTION CO., INC.

Jim Reber
Jim Reber
President

=====
Signature of an authorized representative of County of Santa Cruz, Department of Parks, Open Spaces & Cultural Services, indicating acceptance of the "Change Order No. 2" for the Scotts Creek Project.

Signature

Date

453

March 9, 2001

County of Santa Cruz
Parks, Open Spaces, & Cultural Services
979 - 17th Avenue
Santa Cruz Ca 95062

RE: **CHANGE ORDER PROPOSAL NO. 8 - Cut Off Drain Along Shoulder**
Reber Project # 00-081
County of Santa Cruz Project FHWA#P6920

The above captioned change order includes the following:

All labor, equipment and material to install 425 L.F. of six inch (6") cut off drain along shoulder of newly constructed widening project. Six -inch (6") SDR 35 gasketed pipe to tie into GI catch basin. Trench to be lined with 140 mirifi and filled with 3/4 washed drain rock including a base rock cap.

Add:	\$22,950.00
Add: Three percent (3%) additional bond expense...	\$688.50
TOTAL CHANGE ORDER #8.	\$23,638.50

Please sign below to indicate acceptance of this change order and return a copy to our office.

The above captioned Change Order will be included in all future progress billings and will be referenced as "Change Order No. 8".

If you have any questions, please do not hesitate to contact our office.

Sincerely,
REBER CONSTRUCTION CO., INC.

Jim Reber
President

=====

Signature of an authorized representative of County of Santa Cruz, Department of Parks, Open Spaces & Cultural Services, indicating acceptance of the "Change Order No. 8" for the Scotts Creek Project.

Signature

Date

454

March 9, 2001

county of Santa Cruz
Parks, Open Spaces, & Cultural Services
979 - 17th Avenue
Santa Cruz Ca 95062

RE: CHANGE ORDER PROPOSAL NO. 11 - STAINLESS STEEL HARDWARE
Reber Project-# 00-081
County of Santa Cruz Project FHWA#P6920

The above captioned change order includes the following:

Additional stainless steel hardware to create three (3) additional openings in cable fence to provide public access. No additional charge for labor.

ADD:	\$1,268.85
Add: Three percent (3%) additional bond expense...	\$38.06
TOTAL CHANGE ORDER #11	\$1,306.91

Please sign below to indicate acceptance of this change order and return a copy to our office.

The above captioned Change Order will be included in all future progress billings and will be referenced as "Change Order No. 11".

If you have any questions, please do not hesitate to contact our office.

Sincerely,
REBER CONSTRUCTION CO., INC.

Jim Reber
President

=====

Signature of an authorized representative of County of Santa Cruz, Department of Parks, Open Spaces & Cultural Services, indicating acceptance of the "Change Order No. 11" for the Scotts Creek Project.

Signature

Date

COUNTY OF SANTA CRUZ
REQUEST FOR APPROVAL OF AGREEMENT

455

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

FROM: (Dept.) Parks, Open Space & Cultural Services
Anton M. [Signature] (Signature) 6/12/01 (Date)

The Board of Supervisors is hereby requested to approve the attached agreement and authorize the execution of the same.

1. Said agreement is between the County of Santa Cruz (Agency)

and Bowman & Williams Consulting Civil Engineers 1011 Cedar Street P.O. Box 1621 Santa Cruz Ca. 95061-1621 (Name & Address)

2. The agreement will provide Improvement plans, construction layout surveys & Project control
provide structural design modifications for the observation deck, design turn arounds & road-side drainage, for the North Coast Beaches, Scott Creek Beach Project.

3. The agreement is needed, County cannot provide these services

4. Period of the agreement is from June 26, 2001 to June 30, 2001

5. Anticipated cost is \$ 24,685.00 (Fixed amount; Monthly rate; Not to exceed)

6. Remarks: Contract on CAL

7. Appropriations are budgeted in 191146 6 (Index#) 0 (Subobject)

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

Appropriations are available and will be encumbered. Contract No. 02469 Date 6-14-01

GARRY 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 Director of County Parks to execute the same on behalf of the County of Santa Cruz (Agency).

Remarks: _____ (Analyst) By [Signature] Date 6/19/01
County Administrative Officer

Agreement approved as to form. Date _____

Distribution:
Bd. of Supv. - White
Auditor-Controller - Blue
County Counsel - Green *
Co. Admin. Officer - Canary
Auditor-Controller - Pink
Originating Dept. - Goldenrod
*To Orig. Dept. if rejected.

State of California)
County of Santa Cruz) ss
I _____ ex-officio Clerk of the Board of Supervisors of the County of Santa Cruz,
State of California, do hereby certify that the foregoing request for approval of agreement was approved by
said Board of Supervisors as recommended by the County Administrative Officer by an order duly entered
in the minutes of said Board on _____ County Administrative Officer
_____ 19 _____ By _____ Deputy Clerk

70.3

INDEPENDENT CONTRACTOR AGREEMENT

THIS CONTRACT is entered into this ____ day of _____, 2001, by and between the COUNTY OF SANTA CRUZ, hereinafter called COUNTY, and, BOWMAN & WILLIAMS CONSULTING CIVIL ENGINEERS hereinafter called CONSULTANT. The parties agree as follows:

1. **DUTIES.** CONSULTANT agrees to exercise special skill to accomplish the following: Per the scope of services described in the Consultant's proposal dated May 17, 2001 Exhibit A, provide improvement plans to meet Cal Trans and Santa Cruz Transit District requirements; provide construction layout surveys and project control; provide modifications and structural design for the observation deck; design turnarounds at the north end and south ends of the project and; obtain topography and prepare plans for roadway drainage system for the Scott Creek Beach Access and Dune Restoration Project.

2. **COMPENSATION.** In consideration for CONSULTANT accomplishing said result, COUNTY agrees to pay CONSULTANT an amount not-to-exceed \$24,685.00 and invoiced in accordance with Exhibit A items A through E. All request for payment shall be submitted to the County of Santa Cruz Department of Parks, Open Space, and Cultural Service, 979 Seventeenth Avenue, Santa Cruz, California 95062, and must be accompanied by a detailed invoice in conjunction with the Department's Application for Payment Form. Such requests for payments may be submitted on a minimum interval of thirty (30) calendar days for work completed.

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

This Agreement may be extended upon mutual agreement by both parties.

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

5. **USE OF DOCUMENTS.** Plans and documents prepared under this Agreement and provided to the COUNTY shall become the property of COUNTY. CONSULTANT may use such plans and documents for the purpose of illustrating the nature or scope of project involvement. COUNTY understands that such plans and documents are to be used for this project only and that any future use would be at the sole risk of the COUNTY.

6. **ADDITIONAL SERVICES.** If authorized by COUNTY, CONSULTANT will provide additional services (those provided beyond the basic services as described herein) which shall be paid by a negotiated fee for such services.

7. **INDEMNIFICATION FOR DAMAGES. TAXES AND CONTRIBUTIONS.** CONSULTANT shall exonerate, indemnify, defend, and hold harmless COUNTY (which for the purpose of paragraphs 7 and 8 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 CONSULTANT'S 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

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property(ies) of CONSULTANT and third persons.

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

8. INSURANCE. CONSULTANT, 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 COUNTY and any insurance or self-insurance maintained by COUNTY shall be excess of CONSULTANT'S insurance coverage and shall not contribute to it.

If CONSULTANT utilizes one or more subconsultants in the performance of this Agreement, CONSULTANT shall obtain and maintain Independent CONSULTANT's Insurance as to each subconsultant or otherwise provide evidence of insurance coverage for each subconsultant equivalent to that required of CONSULTANT in this Agreement, unless CONSULTANT and COUNTY 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 CONSULTANT has no employees and certifies to this fact by initialing here _____

(2) Automobile Liability Insurance for each of CONSULTANT'S vehicles used in the performance of this Agreement, including owned, non-owned (e.g. owned by CONSULTANT'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 CONSULTANT is not a material part of performance of this Agreement and CONSULTANT 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 \$1 ,000,000 combined single limit, if, and only if, this Subparagraph is initialed by CONSULTANT 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, CONSULTANT 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. CONSULTANT 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

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Liability Insurance shall be endorsed to contained the following clause:

“The County of Santa Cruz, its officials, employees, agents and volunteers are added as an additional insurance 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:

Department of Parks, Open Space and Cultural Services
Attn: Bob Olson
979 Seventeenth Avenue
Santa Cruz, CA 95062

(4) CONSULTANT 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:

Department of Parks, Open Space and Cultural Services
Attn: Bob Olson
979 Seventeenth Avenue
Santa Cruz, CA 95062

9. **EOUAL EMPLOYMENT OPPORTUNITY.** During and in relation to the performance of this Agreement, CONSULTANT agrees as follows:

A. The CONSULTANT shall not discriminate against any employee or applicant for employment because of race, color, creed, religion, national origin, ancestry, disability, medical condition (cancer related and genetic characteristics), marital status, sex, sexual orientation, age (over 1 8), veteran status, gender, pregnancy, 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 CONSULTANT 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 CONSULTANT and if CONSULTANT employs fifteen (15) or more employees, the following requirements shall apply:

(1) The CONSULTANT shall, in all solicitations or advertisements for employees placed by or on behalf of the CONSULTANT, state that all qualified applicants will receive consideration for employment without regard to race, color, creed, religion, national origin, ancestry, disability, medical condition (cancer related and genetic characteristics), marital status, sex, sexual orientation, age (over 1 8), veteran status, gender, pregnancy, or any other non-merit factor unrelated to job duties. In addition, the CONSULTANT Shall make a good faith effort to consider Minority/Women/Disabled Owned Business Enterprises in CONSULTANT’S solicitation of goods and services. Definitions for Minority/Women/Disabled Business Enterprises are available from the COUNTY General Services Purchasing Division.

(2) The CONSULTANT shall furnish COUNTY Equal Employment

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Opportunity 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 CONSULTANT'S non-compliance with the non-discrimination clauses of this Agreement or with any of the said rules, regulations, or orders said CONSULTANT may be declared ineligible for further agreements with the COUNTY.

(4) The CONSULTANT shall cause the foregoing provisions of this Subparagraph 9B. To be inserted in all subcontracts for any work covered under this Agreement by a subconsultant 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.

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

PRINCIPAL TEST: The CONSULTANT 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)CONSULTANT is engaged in a distinct occupation or business; (c)In the locality, the work to be done by CONSULTANT is usually substantial rather than slight; (e) The CONSULTANT rather than the COUNTY supplies the instrumentalities, tools and work place; (f) The length of time for which CONSULTANT is engaged is of limited duration rather than indefinite; (g) The method of payment of CONSULTANT 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 COUNTY; (i) CONSULTANT 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 CONSULTANT is an independent contractor.

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

11. **NON-ASSIGNMENT.** CONSULTANT shall not assign this Agreement without the prior written consent of the COUNTY.

12. **RETENTION AND AUDIT OF RECORDS.** CONSULTANT 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 the COUNTY, whichever occurs first. CONSULTANT 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.

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13. **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.

14. **ATTACHMENTS.** This Agreement includes the following attachments:

Exhibit A - Proposal from: BOWMAN & WILLIAMS CONSULTING CIVIL ENGINEERS.

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

COUNTY OF SANTA CRUZ

CONSULTANT: BOWMAN & WILLIAMS CONSULTING CIVIL ENGINEERS

By: _____

By: Thomas J. Maron V.P.

APPROVED AS TO INSURANCE:

Address: 1011 Cedar Street P.O. Box 1621
City/State: Santa Cruz, CA 9506 I- 162 1
Telephone: (83 1) 426-3560
Fax: (83 1) 426-9182

By: Janet McKinley 6-6-2001

APPROVED AS TO FORM:

By: Marie Costa
Office of the County Counsel

DISTRIBUTION: County Administrative Office, Auditor-Controller, County Counsel, Risk Management, POSCS, Consultant

Exhibit A

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BOWMAN & WILLIAMS CONSULTING CIVIL ENGINEERS A CALIFORNIA CORPORATION

1011 CEDAR • P.O. BOX 1621 • SANTA CRUZ, CA 95061-1621
(831) 426-3560 • Fax (831) 426-9182
www.bowmanandwilliams.com

May 17, 2001

Mr. Bob Olsen
P.O.S.C.S
979 17th Avenue
Santa Cruz, CA 95062

Re: Scott Creek Beach Improvement Plans and Construction Staking, Our File 21690

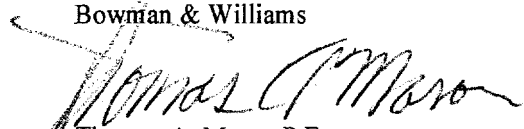
Dear Bob,

Bowman & Williams is please to offer the following proposal for finalizing of improvement plans to meet the requirements of Cal Trans District 5 and the Transit District. Work will include the following items of work our estimated fee is shown for each item.

- A. Preparation of Improvement Plans to meet Cal Trans District 5 Comments and Santa Cruz Transit District Requirements. (**\$7,850.00**)
- B. Providing Construction Layout Surveys and Project Control. (**\$8,550.00**)
- C. Modifications and Structural Design for the Deck Structure. (**\$4,065.00**)
- D. Design Turnarounds at the North and South ends of the project. (**\$1,220.00**)
- E. Obtaining Topography and Preparing of Plans for Roadway Drainage Items. (**\$3,000.00**)

This work outlined above comes to a Total of **\$24,685.00**. I have included a breakdown of our estimated fee for your information. These should be all of the work necessary to complete the project. If you have any questions please do not hesitate to call.

Very Truly Yours
Bowman & Williams



Thomas A. Mason P.E.

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PRODUCER
BATTISTINI & CANFIELD, LLC
 INSURANCE SINCE 1906
 901 CENTER STREET
 SANTA CRUZ CA 95060
 Phona: 831-423-1822 Fax: 831-423-2462

THIS CERTIFICATE 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. *clg*

INSURERS AFFORDING COVERAGE

INSURED

BOWMAN & WILLIAMS INC
 PO BOX 1621
 SANTA CRUZ CA 95061

INSURER A: **Fireman's Fund**
 INSURER B: **Safeco / American States Ins.**
 INSURER C: **ZURICH INSURANCE - ASSA**
 INSURER D: **TUDOR INSURANCE CO.**
 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.

CLASSIFICATION	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 - 1 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC	AZC80500754 <i>RECEIVED</i> <i>BOWMAN & WILLIAMS</i>	08/01/00	08/01/01	EACH OCCURRENCE \$ 1,000,000
	FIRE DAMAGE (Any one fire) \$ 100,000				
	MED EXP (Any one person) \$ 10,000				
	PERSONAL & ADV INJURY \$ 1,000,000				
	GENERAL AGGREGATE \$ 2,000,000				
PRODUCTS - COMP/OP AGG \$ 2,000,000					
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	01CD4744788	08/01/00	08/01/01	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	BODILY INJURY (Per person) \$				
	BODILY INJURY (Per accident) \$				
	PROPERTY DAMAGE (Per accident) \$				
GARAGE LIABILITY <input type="checkbox"/> ANY AUTO					AUTO ONLY - EA ACCIDENT \$
					OTHER THAN EAACC \$
					AUTO ONLY. AGG \$
A	EXCESS LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$	XEK00068287010	08/01/00	08/01/01	EACH OCCURRENCE \$ 1,000,000
	AGGREGATE \$				
	\$				
	\$				
C	WORKERS COMPENSATION AND EMPLOYERS LIABILITY	204346504	09/01/00	09/01/01	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER \$
	E.L. EACH ACCIDENT \$ 1,000,000				
	E.L. DISEASE-EA EMPLOYEE \$ 1,000,000				
D	OTHER Professional Liab	AEL1000151	07/01/00	07/01/01	Liability \$ 1,000,000. w/ded \$ 10,000.

DESCRIPTION OF OPERATIONS/LOCATIONS/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS
 THE COUNTY OF SANTA CRUZ, ITS OFFICIALS, EMPLOYEES, AGENTS AND VOLUNTEERS ARE ADDITIONAL INSURED AS RESPECTS OPERATIONS & ACTIVITIES OF, OR ON BEHALF OF, THE NAMED INSURED PERFORMED UNDER AGREEMENT WITH THE COUNTY OF SANTA CRUZ.

CERTIFICATE HOLDER	<input checked="" type="checkbox"/> ADDITIONAL INSURED; INSURER LETTER: <u>SCCDPOS</u>	CANCELLATION
SANTA CRUZ COUNTY DEPT/PARKS OPEN SPACE & CULTURAL SERVICES ATTN: BOB OLSON 979 SEVENTEENTH AVENUE SANTA CRUZ CA 95062		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. <i>Albert W. Rice</i> Albert W. Rice

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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ADDITIONAL INSURED—DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

SCHEDULE

Name of Person or Organization:

THE COUNTY OF SANTA CRUZ, ITS OFFICIALS, EMPLOYEES, AGENTS AND VOLUNTEERS ARE ADDITIONAL INSURED AS RESPECTS OPERATIONS & ACTIVITIES OF, OR ON BEHALF OF, THE NAMED INSURED PERFORMED UNDER AGREEMENT WITH THE COUNTY OF SANTA CRUZ RE: SCOTT CREEK BEACH ACCESS PROJECT

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule as an insured but only with respect to liability arising out of your operations or premises owned by or rented to you.

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(Substitute)

request for taxpayer

Identification Number and Certification

Give this form to the County of Santa Cruz Do NOT send to the IRS

County of Santa Cruz

Please print or type

Name (If joint names, list first and circle the name of the person or entity whose number you enter in Part I below. See instructions on page 2 if your name has changed.)

BOWMAN & WILLIAMS

Business name (Sole proprietors see instructions on page 2.)

Please check appropriate box: [] Individual/Sole proprietor [X] Corporation [] Partnership [] Other

Address (number, street, and apt. or suite no.)

1011 CEDAR ST

City, state, and ZIP code

SANTA CRUZ, CA 95060

YOU ARE PAID FOR:

- Health Care Service, Other Service, Rent, Freight, other (Explain), Goods, Interest

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. For individuals, this is your social security number (SSN). For sole proprietors, see the instructions on page 2. For other entities, it is your employer identification number (EIN). If you do not have a number, see How To Get a TIN below.

Social security number

OR

Employer identification number 94-232118114

Part II For Payees Exempt From Backup Withholding (See Part II instructions on page 2)

Part III Certification

Under penalties of perjury, I certify that:

- 1. The number shown on this form is my correct taxpayer identification number... 2. I am not subject to backup withholding because...

Certification instructions. - You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because of underreporting interest or dividends on your tax return.

Sign Here Signature [Signature] Date 5/30/01

Section references are to the Internal Revenue Code.

Purpose of Form. 4 person who is required to file an information return with the IRS must get your correct TIN to report income paid to you, real estate transactions, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Note: If a requester gives you a form other than a W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

What is Backup Withholding?—Persons making certain payments to you must withhold and pay to the IRS 31% of such

payments under certain conditions. This is called "backup withholding." Payments that could be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators.

If you give the requestor your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return, your payments will not be subject to backup withholding. Payments you receive will be subject to backup withholding if:

- 1. You do not furnish your TIN to the requestor, or
2. The IRS tells the requestor that you furnished an incorrect TIN, or
3. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return...
4. You do not certify to the requestor that you are not subject to backup withholding under 3 above...

interest and dividend accounts opened after 1983 only), or

5. You do not certify your TIN. See the Part III instructions for exceptions.

Certain payees and payments are exempt from backup withholding and information reporting. See the Part II instructions and the separate instructions for the Requester of Form W-9.

How To Get a TIN.—If you do not have a TIN, apply for one immediately. To apply, get Form SS-5, Application for a Social Security Number Card (for individuals), from your local office of the Social Security Administration, or Form SS-4, Application for Employer Identification Number (for businesses and all other entities), from your local IRS office.

If you do not have a TIN, write "Applied For" in the space for the TIN in Part I, sign, and date the form, and give it to the requester. Generally, you will then have 60 days to get a TIN and give it to the requester. If the requester does not receive your TIN within 60 days, backup withholding, if applicable, will begin and continue until you furnish your TIN.

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COUNTY OF SANTA CRUZ
REQUEST FOR APPROVAL OF AGREEMENT

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

FROM: Parks, Open Space & Cultural Services (Dept.)
Clinton Moore Rice (Signature) 6-12-01 (Date)

The Board of Supervisors is hereby requested to approve the attached agreement and authorize the execution of the same.

- Said agreement is between the County of Santa Cruz (Agency) and Jaro Kasunich & Associates, Inc. 116 East Lake Avenue, Watsonville, CA 95070 (Name & Address)
- The agreement will provide Perform compaction testing and grading compliance checking & soils Engineer's letter of certification.
- The agreement is needed County cannot provide this service.
- Period of the agreement is from June 26, 2001 to June 30, 2001
- Anticipated cost is \$ 10,110.00 (Fixed amount; Monthly rate; Not to exceed)
- Remarks: Contract on CAL
- Appropriations are budgeted in 191146 (Index#) 6610 (Subobject)

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

Appropriations are available and will be encumbered. Contract No. 02470 Date 6-14-01

GARY A. KNUTSON, Auditor - Controller
By P. Silbaugh Deputy.

Proposal reviewed and approved. It is recommended that the Board of Supervisors approve the agreement and authorize the Director of County Parks to execute the same on behalf of the County of Santa Cruz (Agency).

Remarks: _____ (Analyst) By [Signature] County Administrative Officer Date 6/19/01

Agreement approved as to form. Date _____

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

*To Orig. Dept. if rejected.

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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 _____ 19 ____ By _____ County Administrative Officer
Deputy Clerk

INDEPENDENT CONTRACTOR AGREEMENT

THIS CONTRACT is entered into this ____ day of _____, 2001, by and between the COUNTY OF SANTA CRUZ, hereinafter called COUNTY, and, HARO KASUNICH AND ASSOCIATES, INC. hereinafter called CONSULTANT. The parties agree as follows:

1. **DUTIES.** CONSULTANT agrees to exercise special skill to accomplish the following: Per the scope of services described in the Consultant's proposal Exhibit A, perform compaction testing as required by the contract documents and grading permit No. 00127307, submit soils engineer's letter certifying that grading is in compliance with the Geotechnical and Coastal Engineering Investigation for Scott Creek Beach dated June 1993.

2. **COMPENSATION.** In consideration for CONSULTANT accomplishing said result, COUNTY agrees to pay CONSULTANT as follows: Payment to CONSULTANT shall be made on a time and materials basis in conformance the CONSULTANTS current fee schedule dated February 26, 2001. However, no work will be authorized beyond the estimated total project cost of \$10,110.00 without an approved amendment to the agreement. All request for payment shall be submitted to the County of Santa Cruz Department of Parks, Open Space, and Cultural Service, 979 Seventeenth Avenue, Santa Cruz, California 95062, and must be accompanied by a detailed invoice in conjunction with the Department's Application for Payment Form. Such requests for payments may be submitted on a minimum interval of thirty (30) calendar days for work completed.

3. **TERM.** The term of this contract shall be until the project is completed.

This Agreement may be extended upon mutual agreement by both parties.

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

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6. **ADDITIONAL SERVICES.** If authorized by COUNTY, CONSULTANT will provide additional services (those provided beyond the basic services as described herein) which shall be paid by a negotiated fee for such services.

7. **INDEMNIFICATION FOR DAMAGES, TAXES AND CONTRIBUTIONS.** CONSULTANT shall exonerate, indemnify, defend, and hold harmless COUNTY (which for the purpose of paragraphs 7 and 8 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 CONSULTANT'S performance under the terms of this Agreement, excepting any liability arising out

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of the sole negligence of the COUNTY. Such indemnification includes any damage to the person(s), or property(ies) of CONSULTANT and third persons.

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

8. **INSURANCE.** CONSULTANT, 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 COUNTY and any insurance or self-insurance maintained by COUNTY shall be excess of CONSULTANT'S insurance coverage and shall not contribute to it.

If CONSULTANT utilizes one or more subconsultants in the performance of this Agreement, CONSULTANT shall obtain and maintain Independent CONSULTANT'S Insurance as to each subconsultant or otherwise provide evidence of insurance coverage for each subconsultant equivalent to that required of CONSULTANT in this Agreement, unless CONSULTANT and COUNTY 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 CONSULTANT has no employees and certifies to this fact by initialing here _____.

(2) Automobile Liability Insurance for each of CONSULTANT'S vehicles used in the performance of this Agreement, including owned, non-owned (e.g. owned by CONSULTANT'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 CONSULTANT is not a material part of performance of this Agreement and CONSULTANT 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 \$500,000 combined single limit, if, and only if, this Subparagraph is initialed by CONSULTANT and COUNTY
PP REQ.

B. Other Insurance Provisions

(1) If any insurance coverage required in this Agreement is provided on a "Claims Made" rather than "Occurrence" form, CONSULTANT 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. CONSULTANT 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

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purchase prior acts or tail coverage for post agreement coverage shall be deemed to be reasonable.

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

“The County of Santa Cruz, its officials, employees, agents and volunteers are added as an additional insurance 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:

Department of Parks, Open Space and Cultural Services
Attn: Bob Olson
979 Seventeenth Avenue
Santa Cruz, CA 95062

(4) CONSULTANT 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:

Department of Parks, Open Space and Cultural Services
Attn: Bob Olson
979 Seventeenth Avenue
Santa Cruz, CA 95062

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

A. The CONSULTANT shall not discriminate against any employee or applicant for employment because of race, color, creed, religion, national origin, ancestry, disability, medical condition (cancer related and genetic characteristics), marital status, sex, sexual orientation, age (over 18), veteran status, gender, pregnancy, 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 CONSULTANT 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 CONSULTANT and if CONSULTANT employs fifteen (15) or more employees, the following requirements shall apply:

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

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(2) The CONSULTANT shall furnish COUNTY Equal Employment Opportunity Office information and reports in the prescribed reporting format (PER 40 12) 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 CONSULTANT'S non-compliance with the non-discrimination clauses of this Agreement or with any of the said rules, regulations, or orders said CONSULTANT may be declared ineligible for further agreements with the COUNTY.

(4) The CONSULTANT shall cause the foregoing provisions of this Subparagraph 9B. To be inserted in all subcontracts for any work covered under this Agreement by a subconsultant 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.

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

PRINCIPAL TEST: The CONSULTANT 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)CONSULTANT is engaged in a distinct occupation or business; (c)In the locality, the work to be done by CONSULTANT is usually substantial rather than slight; (e) The CONSULTANT rather than the COUNTY supplies the instrumentalities, tools and work place; (f) The length of time for which CONSULTANT is engaged is of limited duration rather than indefinite; (g) The method of payment of CONSULTANT 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 COUNTY; (i) CONSULTANT 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 CONSULTANT is an independent contractor.

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

11. **NON-ASSIGNMENT.** CONSULTANT shall not assign this Agreement without the prior written consent of the COUNTY.

12. **RETENTION AND AUDIT OF RECORDS.** CONSULTANT 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 the COUNTY, whichever occurs first.

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CONSULTANT 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.

13. **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.

14. **ATTACHMENTS.** This Agreement includes the following attachments:

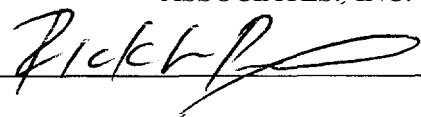
Exhibit A - Proposal form from: HARO KASUNICH AND ASSOCIATES, INC.

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

COUNTY OF SANTA CRUZ

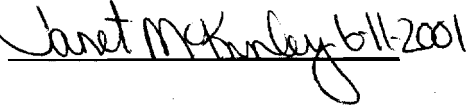
CONSULTANT: HARO KASUNICH AND ASSOCIATES, INC.

By: _____


By: 

APPROVED AS TO INSURANCE:

Address: 116 East Lake Avenue
City/State: Watsonville, CA 95076
Telephone: (83 1) 722-4 175
Fax: (83 1) 722-3202

By:  6-11-2001

APPROVED AS TO FORM:

By:  6-11-01
Office of the County Counsel

DISTRIBUTION: County Administrative Office, Auditor-Controller, County Counsel, Risk Management, POSCS, Consultant

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Exhibit A

P01-056
26 February 2001

PARKS, OPEN. SPACE AND CULTURAL SERVICES
County of Santa Cruz
979 17th Avenue
Santa Cruz, California 95062-4170

Attention: Mr. Bob Olson

Subject: Proposal Agreement For Construction Observation

Reference: North Coast Beaches Project
Phase 1 - Scotts Creek Beach
Santa Cruz County, California

Dear Mr. Olson:

Haro, Kasunich and Associates is pleased to submit this proposal to perform construction observation and materials testing at the referenced project. It is our understanding the project will include: construction of shoulder parking along the west side of Highway 1; improvements of shoulder turn-around areas; construction of a transit bus stop; and construction of a bathroom slab-on-grade with an access boardwalk.

It is also our understanding the project is subject to Prevailing Wage conditions.

Due to factors beyond our control, such as weather and contractor effort, it is not possible to develop a fair, not to exceed proposal cost. We will perform all work on a time and materials basis in conformance to our current fee schedule. As a guide to develop an estimated cost for our construction observation, we developed the following:

Senior Engineer Project Administration
8 hours @ \$1 10.00/hour = \$880.00

Senior Engineer - Engineering Support
8 hours @ \$1 10.00/hr = \$880.00

Senior Engineer - Final Soils Report Letter
4 hours @ \$1 10.00/hr = \$440.00

Senior Field Technician - Prevailing Wage
14 work days at 6 hours per work day @ \$77.50/hr (Including travel,
Watsonville to Scotts Creek to Watsonville) = \$6310.00

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Parks, Open Space and Cultural Services
P01-056
Scotts Creek Beach
26 February 2001
P a g e 2

Compaction Curve Testing - Subject to Prevailing Wage
10 Compaction Curves at \$140.00 per test = \$1,400.00

Total Estimate = \$10,110.00

ADDITIONAL SERVICES

If requested, the following additional services could be provided:

- A. Labor and equipment to perform additional geotechnical study should the initially collected field data be insufficient to address specific site conditions and/or requirements set by your designers.
- B. Any other items of work not specifically mentioned above.

OWNER-FURNISHED SERVICES

It is understood that the Owner would furnish the following:

- A. Right of entry.
- B. All available data, maps, drawings, and reports pertinent to the referenced site.

EXTRA SERVICES

Presentations, Consultations and Construction Observation Services

Consultation meetings and telephone consultation regarding the project not specifically detailed in this proposal are also considered extra services.

Extra Services will be billed on a "time and material" basis in accordance with our current Fee Schedule (26 February 2001).

TERMS AND CONDITIONS

It is understood that we would be granted free access to the site for all necessary equipment and personnel, and that the Client has notified any and all possessors of the project site, whether they be lawfully or unlawfully in possession.

Services performed by us under this Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions.

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Parks, Open Space and Cultural Services
PO1-056
Scotts Creek Beach
26 February 2001
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COMPENSATION FOR SERVICES

Our services will be provided on a Time and Materials Basis in accordance with the rates and terms shown on our attached Standard Fee Schedule..

Additional charges can be incurred should the scope of services be altered or unforeseen circumstances arise during the study. Should unforeseen circumstances arise, they will be brought to your attention for action.

THE AGREEMENT

This **AGREEMENT** is made by and between **HARO, KASUNICH AND ASSOCIATES, INC.**, hereinafter referred to as **ENGINEER**, and **COUNTY OF SANTA CRUZ**, hereinafter referred to as **CLIENT**.

The **AGREEMENT** between the parties consists of these **TERMS**, the attached **PROPOSAL**, dated 26 February 2001, and any exhibits or attachments noted in this **PROPOSAL**. Together these elements will constitute the entire **AGREEMENT**, superseding any and all prior negotiations, correspondence, or agreements, either written or oral. Any changes to this **AGREEMENT** must be mutually agreed to in writing.

BILLING AND PAYMENT

CLIENT Will pay **ENGINEER** the lump sum amount indicated in this **PROPOSAL** or, if no lump sum amount is indicated, in accordance with the schedule of fees and other equipment charges, as shown in this **PROPOSAL** and its attachments. Invoices will be submitted to **CLIENT** by **ENGINEER**, and will be due and payable upon presentation. If **CLIENT** objects to all or any portion of any invoice, **CLIENT** will so notify **ENGINEER** in writing within fourteen (14) calendar days of the invoice date, identify the cause of disagreement, and pay when due that portion of the invoice not in dispute. The parties will immediately make every effort to settle the disputed portion of the invoice. In the absence of written notification described above, the balance as stated on the invoice will be paid.

Invoices are delinquent if payment has not been received within thirty (30) days from date of invoice. **CLIENT** will pay an additional charge of 1 ½ (1.5) percent per month (or the maximum percentage allowed by law, whichever is lower) on any delinquent amount, excepting any portion of the invoice amount in dispute and resolved in favor of **HARO, KASUNICH & ASSOCIATES, INC.** Payment thereafter will first be applied to accrued interest and then to the principle unpaid amount. All time spent and expenses incurred (including any attorney's fees) in connection with collection of any delinquent amount will be paid by **CLIENT** to **ENGINEER** per **ENGINEER's** current fee schedules. In the event

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Parks, Open Space and Cultural Services
POI-056
Scotts Creek Beach
26 February 2001
Page 4

CLIENT fails to pay **ENGINEER** within sixty (60) days after invoices are rendered, **CLIENT** agrees that **ENGINEER** will have the right to consider the failure to pay the **ENGINEER's** invoice. as a breach of this **AGREEMENT**.

TERMINATION

This **AGREEMENT** may be terminated by either party seven (7) days after written notice in the event of any breach of any provision of this **AGREEMENT** or in the- event of substantial failure of performance by the other party, or if the **CLIENT** suspends the work for more than three (3) months. This **AGREEMENT** may also be terminated if **CLIENT** suspends work for a period of less than three (3) months if the right to so terminate is specified in this **PROPOSAL**.

In the event of termination, **ENGINEER** will be paid for services performed prior to the date of termination plus reasonable termination expenses including the cost of completing analysis, records and reports necessary to document job status at the time of termination.

Should you have any question regarding the scope of services and/or require further comments, please call our office. If the above proposal meets with your approval, please sign and return one copy with the requested retainer fee to our office. We have included a self addressed stamped envelope for your convenience. We appreciate this opportunity to be of service to you on this project.

Respectfully submitted,

HARO, KASUNICH & ASSOCIATES, INC.



Rick L. Parks
C.E. 55980

RLP/dk

Enclosure

Copies: 2 to Addressee

Accepted by: _____ Date: _____

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The following schedule presents the rates for professional services and laboratory tests. If desired, services other than construction observation and testing can be contracted on a negotiated fixed fee basis. Hours for professional and technical services are charged portal-to-portal from our office. Services during construction such as testing and observation of grading require both professional and technical services. Depending on the scope and duration of the construction project, budgets can be estimated. Minimum fee for any project is \$480.00.

PROFESSIONAL SERVICES

Principal Engineer	\$120.00 per hour
Senior Engineer	\$110.00 per hour
Engineering Geologist	\$110.00 per hour
Staff Engineer	\$ 90.00 per hour
Staff Geologist	\$ 80.00 per hour
Computer Technician/Engineer Assistant	\$ 75.00 per hour

Arbitration, Deposition, Hearings and Court Appearance, including travel time to and from, \$240.00 per hour. Preparation and Consultation at applicable hourly rate.

Consultation meetings and telephone consultation will be billed at the hourly rate indicated.

PERSONNEL CHARGES (FIELD AND LABORATORY)

Drafting	\$45.00 per hour
Technician	\$55.00 per hour
Staff Technician	\$60.00 per hour
Senior Technician	\$67.00 per hour
Prevailing Wage Senior Technician	\$77.50 per hour
Weekdays (in excess of 8 hours/day) add to personnel charges	\$19.00 per hour
Saturdays (initial 8 hours) add to personnel charges	\$19.00 per hour
Saturdays (in excess of 8 hours) add to personnel charges	\$38.00 per hour
Sundays and Holidays add to personnel charges	\$38.00 per hour

Field services are billed portal-to-portal in accordance with the following minimum charges:
 --two hours minimum charge for inspections, sampling, testing operations or show-up time;

Per diem will be billed cost plus 20% but not less than \$80.00/day.

MILEAGE AND INCIDENTAL EXPENSES

Auto Mileage (within 30 miles of our office)	No Charge
Auto Mileage (beyond 30 miles of our office)	\$ 0.35/mile
Non-Technical Assistant	\$35.00 per hour

Incidental expenses, such as consultant's fee, special services, equipment rental, aerial photographs, out-of-town travel, etc., are reimbursable at cost plus 15%.

DRILLING AND SAMPLING

Drilling rig truck mounted with crew and engineer supervision:	
Mobilization	\$265.00 per hour
Straight Time	\$265.00 per hour
Overtime	\$295.00 per hour
Double Time	On Request

For crawler-mounted or rotary-wash type drilling rigs, the rate is cost plus 15%.

Drilling is charged at 4 hours minimum. Time is charged portal-to-portal from yard.

Casing, Shelby Tubes and any special sampling or subcontract equipment will be charged at cost plus 15%.

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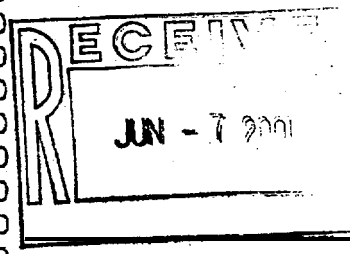
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FIELD TESTS

Plate bearing load, pile load and vane shear tests; piezometer and slope indicator installations; and other special tests will be charged at standard engineering and personnel rates plus cost of and including 15% surcharge for special equipment/personnel.

LABORATORY TESTS

Prevailing Wage Laboratory Technician, per hour	\$ 77.50
Sample Preparation, per hour	\$ 55.00
Sieve Analysis, pit run with 200 wash, ASTM D-422, per test	\$ 65.00
Percent Passing #200 Sieve (wash)	\$ 45.00
Short Hydrometer Analysis (without Sp. Gr.) ASTM D-422	\$ 90.00
Specific Gravity (Sand and Gravel) ASTM D-854	\$ 60.00
Specific Gravity (Clay) ASTM D-854	\$ 75.00
Moisture Determination and/or Unit Weight, ASTM D-2216	\$ 13.00
Sand Equivalent	\$ 85.00
Atterberg Limits: a. Plasticity Index, ASTM D-4318	\$ 95.00
b. Shrinkage Limit, ASTM D-427	\$120.00
Unconfined Compression, ASTM D-2166	\$ 45.00
Swell Test, HUD (FHA) Procedure	\$150.00
Direct Shear (quick), per point	\$ 50.00
Residual Direct Shear, per point	\$115.00
Consolidation, per load increment, ASTM D-2335	\$ 50.00
R-Value, ASTM D-2844	\$160.00
R-Value, Cement, Lime or other additives, ASTM D-2844	\$175.00
Compaction Curves: a. Standard, ASTM D-698	\$125.00
b. Modified, 4" mold, ASTM D-1557	\$150.00
c. Modified, 6" mold, ASTM D-1557	\$185.00
d. Impact, California State Highway	\$150.00
e. 1 Point Verification	\$ 50.00



PH, Resistivity, Soluble Chloride and Sulfide as quoted
Triaxial, permeability and other special tests at hourly rates or as quoted.

INVOICES

Invoices will be submitted at the completion of work or at approximately monthly intervals. Invoices are payable upon presentation. Invoices 30 days past due will be subject to a service charge of 1.5 percent monthly interval.

TERMS AND CONDITIONS

No warranty of any kind, express or implied, is made or intended in connection with the work to be performed by us or by the proposal for consulting or other services, or by the furnishing of oral or written reports of findings made by us.

Services performed by us under this Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. Client recognizes that subsurface conditions may vary from those encountered at the location where borings or tests are made by the Consultant and that the data, interpretations and recommendations of the Consultant are based solely on the information available to him. The Consultant will be responsible for those data, interpretations and recommendations, but shall not be responsible for the interpretation by others of the information developed.

Where these General Terms and Conditions conflict with our Standard Geotechnical Terms and Conditions and they are included as special provisions for services requested, the latter shall apply.

CHANGES

This Fee Schedule is subject to change without notification.

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OF LIABILITY INSURANCE

DATE (MM/DD/YY)
02/01/2001



INSURANCE
1006 Freedom Blvd. • P.O. Box 310
Watsonville, CA 95077
PHONE (831) 724-1085
FAX (831) 724-1089

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

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INSURED:
Haro Kasunich & Associates Inc
c/o KBK P O Box 310
Watsonville, CA 95077

INSURER A: Lumbermens Mutual Casualty Co.
INSURER B:
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.

IS/TRA	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 GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	7RD66044401	02/18/01	02/18/02	EACH OCCURRENCE \$1,000,000 FIRE DAMAGE (Any one fired) \$300,000 MED EXP (Any one person) \$10,000 PERSONAL & AOV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS-COMP/OP AGG \$2,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per persn) \$ BODILY INJURY (Par accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY- EA ACCIDENT/ \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
	EXCESS LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE \$ RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
	WORKERS COMPENSATION AND EMPLOYERS LIABILITY				WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE-EA EMPLOYEE \$ E.L. DISEASE -POLICY LIMITS
	OTHER				

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADOPTED BY ENDORSEMENT/SPECIAL PROVISIONS
 Certificate holder is an additional insured for General Liability per CG2010 attached.

CERTIFICATE HOLDER County of Santa Cruz Parks Department 979 17th Avenue Santa Cruz, CA 95062	ADDITIONAL INSURED; INSURER LETTER: _____ CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL NOTIFY BY MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT. AUTHORIZED REPRESENTATIVE
---	--

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES or CONTRACTORS (FORM B)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

County of Santa Cruz
Parks Department
979 17th Avenue
Santa Cruz, CA 95062

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" for that insured by or for you.

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)
05/30/2000

PRODUCER (831)724-1085 FAX (831) 724-1089
KBK Insurance Agency
 1006 Freedom Boulevard
 P. O. Box 310
 Watsonville, CA 95077

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 **480**

INSURED: **Haro-Kasunich And Associate Inc.**
 116 East Lake Ave
 Watsonville, CA 95076

INSURER A: **ALLIED INSURANCE GROUP**

INSURER B: **STATE FUND**

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 <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC				EACH OCCURRENCE \$ FIRE DAMAGE (Any one fire) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE 5 PRODUCTS - COMP/OP AGG \$
A	ALL TOMBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	ACP780607760	04/25/2001	04/25/2002	COMBINED SINGLE LIMIT (Ea accident) 5 1,000,000 BODILY INJURY (Per person) 5 BODILY INJURY (Per accident) 5 PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY EA ACCIDENT \$ OTHER THAN EAACC 5 AUTO ONLY AGG 5
	EXCESS LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE 5 AGGREGATE \$ \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	158242700	05/07/2001	05/07/2002	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER 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

Certificate holder is an additional insured

CERTIFICATE HOLDER

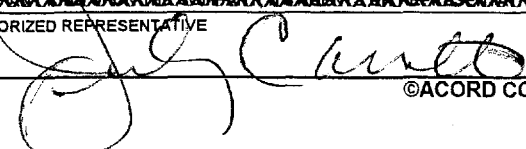
ADDITIONAL INSURED; INSURER LETTER

CANCELLATION

Santa Cruz County Parks Department
 979 17TH AVE.
 Santa Cruz, CA 95062

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ~~ISSUE~~ MAIL **30** DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, ~~BY THE ISSUING COMPANY~~

AUTHORIZED REPRESENTATIVE



481

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.

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ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)
05/30/2000

PRODUCER (831) 724-1085 FAX (831) 724-1089
CBK Insurance Agency
 1906 Freedom Boulevard
 P. O. Box 310
 Watsonville, CA 95077

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 **Haro-Kasunich And Associate Inc.**
 116 East Lake Ave
 Watsonville, CA 95076

INSURER A: **ALLIED INSURANCE GROUP**
 INSURER B: **STATE FUND**
 INSURER C: **Zurich**
 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 TR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				EACH OCCURRENCE \$ FIRE DAMAGE (Any one fire) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMPROP AGG \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	ACP780607760	04/25/2001	04/25/2002	COMBINED SINGLE LIMIT (Per accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY EA ACC \$ AGG \$
	EXCESS LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE \$ RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS LIABILITY	158242700	05/07/2001	05/07/2002	<input checked="" type="checkbox"/> WC STATUTORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	OTHER Professional	ZRU960975	04/12/2001	04/12/2002	\$1,000,000 Annual Aggregate \$500,000 per claim

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS
 All Operations Within the Limitations of This Policy

CERTIFICATE HOLDER Santa Cruz County Parks Department 979 17TH AVE. Santa Cruz, CA 95062	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ISSUE 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT. AUTHORIZED REPRESENTATIVE
--	--

703

Request for Taxpayer
Identification Number and Certification

483
Give this form to the
County of Santa Cruz
Do NOT send to the IRS

Name (If joint names, list first and circle the name of the person or entity whose number you enter in Part I below. See instructions on page 2 if your name has changed.)
HARO, KASUNICA & ASSOCIATES, INC.

Business name (Sole proprietors see instructions on page 2.)
HARO, KASUNICA & ASSOCIATES, INC.

Please check appropriate box: Individual/Sole proprietor Corporation Partnership Other

Address (number, street, and apt. or suite no.)
116 E. LAKE AVE.

City, state, and ZIP code
WATSONVILLE, CA 95076

YOU ARE PAID FOR:

Health Care Service
 Other Service
 Rent Goods
 Freight Interest
 Other (Explain)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. For individuals, this is your social security number (SSN). For sole proprietors, see the instructions on page 2. For other entities, it is your employer identification number (EIN). If you do not have a number, see How To Get a TIN below.

Note: If the account is in more than one name, see the chart on page 2 for guidelines on whose number to enter.

Social security number
| | + | | | | |

OR

Employer identification number
77-0080758

Part II For Payees Exempt From Backup Withholding (See Part II instructions on page 2)

Part III Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and,
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding.

Certification Instructions.—You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because of underreporting interest or dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, the acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (Also see Part III Instructions on page 2.)

Sign Here **Dianne Bresseth** Date **5/17/01**

Section references an 3 to the Internal Revenue Code

Purpose of Form.—A person who is required to file an information return with the IRS must get your correct TIN to report income paid to you, real estate transactions, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA. Use Form W-9 to give your correct TIN to the requester (the person requesting your TIN) and, when applicable, (1) to certify the TIN you are giving is correct (or you are waiting for a number to be issued), (2) to certify you are not subject to backup withholding, or (3) to claim exemption from backup withholding if you are an exempt payee. Giving your correct TIN and making the appropriate certifications will prevent certain payments from being subject to backup withholding.

Note: If a requester gives you a form other than a W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

What is Backup Withholding?—Persons making certain payments to you must withhold and pay to the IRS 31% of such

payments under certain conditions. This is called "backup withholding." Payments that could be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

If you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return, your payments will not be subject to backup withholding. Payments you receive will be subject to backup withholding if:

- You do not furnish your TIN to the requester, or
- The IRS tells the requester that you furnished an incorrect TIN, or
- The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
- You do not certify to the requester that you are not subject to backup withholding under 3 above (for reportable

interest and dividend accounts opened after 1983 only). or

5. You do not certify your TIN. See the Part III instructions for exceptions.

Certain payees and payments are exempt from backup withholding and information reporting. See the Part II Instructions and the separate instructions for the Requester of Form W-9.

How To Get a TIN.—If you do not have a TIN, apply for one immediately. To apply, get Form SS-5, Application for a Social Security Number Card (for individuals), from your local office of the Social Security Administration, or Form SS-4, Application for Employer Identification Number (for businesses and all other entities), from your local IRS office.

If you do not have a TIN, write "Applied For" in the space for the TIN in Part I, sign and date the form, and give it to the requester. Generally, you will then have 60 days to get a TIN and give it to the requester. If the requester does not receive your TIN within 60 days, backup withholding, if applicable, will begin and continue until you furnish your TIN.

COUNTY OF SANTA CRUZ

REQUEST FOR APPROVAL OF AGREEMENT

484

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

FROM: Parks, Open Space & Cultural Services- (Dept.)
Clint M. Murray (Signature) 6-12-01 (Date)

The Board of Supervisors is hereby requested to approve the attached agreement and authorize the execution of the same.

- Said agreement is between the County of Santa Cruz (Agency) and Frey Environmental, Inc. 1494 Carnot Drive, San Jose, Ca. 95126 (Name & Address)
- The agreement will provide Environmental monitoring services for the removal of Petroleum contaminated soil for North Coast Beaches, Scott Creek Beach Project.
- The agreement is needed. County cannot provide these services.
- Period of the agreement is from June 26, 2001 to June 30, 2001
- Anticipated cost is \$ 7,750.00 Increase (Fixed amount; Monthly rate; Not to exceed)
- Remarks: \$6,000.00 Contract and Contract amendment \$7,750.00 = \$13,750.00 Contract on CAL
- Appropriations are budgeted in 191146 (Index#) 6610 (Subject)

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

Appropriations are available and have been encumbered. Contract No. 02305 Date 6-14-01
GARY A. KNUTSON, Auditor - Controller
By *P. S. Waugh* Deputy.

Proposal reviewed and approved. It is recommended that the Board of Supervisors approve the agreement and authorize the Director of County Parks to execute the same on behalf of the County of Santa Cruz (Agency).

Remarks: _____ (Analyst) BY *Clint Murray* County Administrative Officer Date 6/19/01

Agreement approved as to form. Date _____

Distribution:
Bd. of Supv. • White
Auditor-Controller • Blue
County Counsel • Green *
Co. Admin. Officer • Canary
Auditor-Controller • Pink
Originating Dept. • Goldenrod
To Orig. Dept. if rejected.

State of California)
County of Santa Cruz) ss
I _____ ex-officio Clerk of the Board of Supervisors of the County of Santa Cruz, State of California, do hereby certify that the foregoing request for approval of agreement was approved by said Board of Supervisors as recommended by the County Administrative Officer by an order duly entered in the minutes of said Board on _____ County Administrative Officer
_____ 19 _____ By _____ Deputy Clerk

485

AMENDMENT TO AGREEMENT

The parties hereto agree to amend that certain Agreement No.CO 02305, dated December 12, 2000, by and between the COUNTY OF SANTA CRUZ and FREY ENVIRONMENTAL, INC. by increasing the project cost by \$7,750.00, for a total project cost of \$13,750.00, to pay for additional environmental monitoring services as described in Exhibit A, required to complete the North Coast Beaches Phase I, Scott Creek Beach Project and; to extend the term of the agreement to June 30, 2002.

All other provisions of said Agreement shall remain the same.

Dated: _____

COUNTY OF SANTA CRUZ

By: _____

Approved as to Insurance:

By: Patricia A. Burt 5/30/01
Risk Management

CONSULTANT:

By: [Signature]
Frey Environmental, Inc.

Approved as to Form:

By: [Signature]
Office & the County Counsel

Address: 1494 Carnot Drive
San Jose, CA 95126
Phone: (408) 295-0117
Fax: (408) 295-0264

Attachments: Exhibit A Consultants Proposal

DISTRIBUTION: CAO, Auditor-Controller, County Counsel, Risk Management
POSCS, Consultant

Exhibit A

FREY ENVIRONMENTAL, INC.

466

Environmental Geologists, Engineers, Assessors

7494 Carnot Drive
San Jose, CA 95126
(408) 295-0777
Fax (408) 295-0264

May 8, 2001
SJ012-01

Mr. Robert Olsen
County of Santa Cruz
Parks, Open Space & Cultural Services
979 17th Avenue
Santa Cruz, CA 95062

**CHANGE ORDER
DUNE RESTORATION PROJECT
SCOTT CREEK BEACH, SANTA CRUZ COUNTY, CALIFORNIA
(CONTRACT NO. 02305)**

Dear Mr. Olsen,

FREY Environmental, Inc. (FREY) has prepared this change order to **present** the estimated budget for the additional costs associated with the investigation, removal and disposal of petroleum hydrocarbon impacted dune sands at the above referenced property (Site). The discovery of numerous **subsurface** structures and pervasive petroleum hydrocarbon impact of dune sands required additional **activities** not anticipated under our **original** proposal dated November 28, 2000.

Based on observed field conditions, and under authorization by the County, FREY conducted **background/historic** research, additional sample collection **and** laboratory analyses, and directed and coordinated the excavation, transport and disposal of approximately 770 tons of impacted soil. In addition, per our discussions, FREY will prepare an expanded report to document the remedial activities conducted and present recommendations for **future** activities that may be warranted for the Site. A breakdown of the additional charges are outlined below.

<u>Activity</u>	<u>Amount Requested</u>
Task 1. Health and Safety Plan and Prefield Activities (Preconstruction Meeting and Site Reconnaissance)	N/A
Task 2. Field Oversight and Confirmation Sampling (Excavation, Sample Collection and Analyses, and Research/Mapping)	\$ 6,395
Task 3. Data Evaluation and Report Preparation	\$ 355
Total Change Order Amount	\$ 7,750

70.3

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Upon your approval, **FREY** will prepare a time and materials invoice listing all outside charges, equipment costs and labor incurred to date. A final invoice will be submitted upon completion of the final report.

If you have any questions or require additional information, please contact me at (408) 295-0117. FREY appreciates the opportunity to be of service to the County.

sincerely,
FREY Environmental, Inc.



Terrence Kinn
Senior Project Geologist

COUNTY OF SANTA CRUZ
REQUEST FOR APPROVAL OF AGREEMENT

488

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

FROM: Parks, Open Space & Cultural Services (Dept.)
Cynthia Moore Rigg (Signature) 6-12-01 (Date)

The Board of Supervisors is hereby requested to approve the attached agreement and authorize the execution of the same.

- Said agreement is between the County of Santa Cruz (Agency) and Swanson Hydrology & Geomorphology 115 Limekiln Street, Santa Cruz, CA 95060 (Name & Address)
- The agreement will provide Resident Engineer construction inspection services for the North Coast Beaches Phase I, Scott Creek Beach Project.
- The agreement is needed County unable to provide these services.
- Period of the agreement is from June 26, 2001 to June 30, 2001
- Anticipated cost is \$ 30,330.00 Increase (Fixed amount; Monthly rate; Not to exceed)
- Remarks: \$48,960.00 Contract and Contract Amendment \$30,330.00 = \$79,290.00 Contract on CAL
- Appropriations are budgeted in 191146 (Index#) 6610 (Subobject)

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

Appropriations are available and have been encumbered. Contract No. 02309 Date 6-14-01
are not available and will be encumbered.
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 Director of County Parks to execute the same on behalf of the County of Santa Cruz (Agency).

Remarks: _____ (Analyst) By [Signature] County Administrative Officer Date 6/19/01

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) 70.3

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

AMENDMENT TO AGREEMENT

The parties hereto agree to amend that certain Agreement No. CO 02309, dated December 12, 2000, by and between the COUNTY OF SANTA CRUZ and SWANSON HYDROLOGY & GEOMORPHOLOGY by increasing the project cost by \$30,330.00, for a total project cost of \$79,290.00, to pay for additional Resident Engineering and construction inspection services as described in Exhibit A, required to complete the North Coast Beaches Phase I, Scott Creek Beach Project and; to extend the term of the agreement to June 30, 2002.

All other provisions of said Agreement shall remain the same.

Dated: _____

COUNTY OF SANTA CRUZ

By: _____

Approved as to Insurance:

By: Janet McKinley 6-6-2001
Risk Management

CONSULTANT:

By: [Signature]
Swanson Hydrology &
Geomorphology

Approved as to Form:

By: Marie Costa
Office-the County Counsel

Address: 115 Limekiln Street
Santa Cruz, CA 95060
Phone: (83 1) 427-0288
Fax: (83 1) 427-0472

Attachments: Exhibit A Consultants Proposal

DISTRIBUTION: CAO, Auditor-Controller, County Counsel, Risk Management
POSCS, Consultant

SCOTT CREEK SH&G AMEND

Exhibit **A**
Swanson Hydrology & Geomorphology

490

*115 Limekiln Street Santa Cruz, California USA 95060
phone 831-427-0288 / fax 427-0472 / email: wiesner@swansonh2o.com*

AMMENDED SCOPE OF WORK

**RESIDENT ENGINEERING & CONSTRUCTION INSPECTION
SERVICES**

**SCOTT CREEK BEACH ACCESS AND HABITAT
RESTORATION PROJECT**

County of Santa Cruz Parks, Open Space & Cultural Services
979 17th Ave., Santa Cruz, CA 95062
May 7, 2001

Task Description and Responsibilities

Task 1 Project Files

The County of Santa Cruz Department of Parks will set up and maintain all project files per Caltrans Construction manual. SH&G will maintain a redundant set of project files as necessary to complete all other tasks outlined in this Scope of Work.

Task 2 Daily Inspection Diaries

SH&G will keep a daily Construction Inspector's Diary which documents all relevant items such as: work progress, pertinent discussions, changes in the work, climatic conditions at the job site and quality control. Copies of all Construction Inspector Diaries will be sent to the County of Santa Cruz Department of Parks for documentation and the project files.

Task 3 Construction Records and Accounting Procedures

The County of Santa Cruz Department of Parks will maintain a filing system, which includes all financial information pertinent to the project. SH&G will assist in processing financial data, however, the County of Santa Cruz will be wholly responsible for tracking all costs associated with the project.

Task 4 Contract Time

SH&G will monitor the contract time as specified in Section 4 (Beginning of Work, Time of Completion and Liquidated Damages) of the Contract Documents. The contract time for this project is 120 calendar days, however, this Scope of Work covers twenty-five 25 Working days of the construction contract time.

20.3

11/15/01
11/15/01

- Task 5 Labor Compliance**
The County of Santa Cruz Department of Parks will assure that payrolls are spot checked against certified payrolls. All certified payrolls will be processed through the County of Santa Cmz.
- Task 6 EEO Wage Rate/False Statement Posters**
SH&G will assure that these posters are clearly displayed in the project field office so that all workers can see them.
- Task 7 Employee Interviews**
As per Exhibit 16-N of the Local Assistance Procedures Manual, SH&G will assure that all employees of the contractor's labor force have had the Labor Compliance/EEO Employee Interview.
- Task 8 DBE**
The County of Santa Cruz Department of Parks will be responsible for the contractor's compliance with all DBE/MBE/WBE goals for this project.
- Task 9 CCO's**
SH&G's Resident Engineer will help determine the legitimacy or non legitimacy of all Contract Change Orders, however, the cost, time and processing shall be determined wholly by the County of Santa Cruz Department of Parks.
- Task 10 Traffic Safety in Highway**
SH&G's Resident Engineer will review the project to see that the Traffic Control Plan agrees with the actual site conditions. SH&G will report any discrepancies to the County of Santa Cruz Department of Parks and make recommendations to modify the Traffic Control Plan to match site conditions as necessary. SH&G will enforce contractor's compliance with the Traffic Control Plan.
- Task 11 Materials Testing and Files**
The County of Santa Cruz Department of Parks will be responsible for assurance that the County's QAP (Quality Assurance Program) procedures are followed. The County of Santa Cruz Department of Parks will be responsible for all materials testing procedures, methods, personnel and equipment. SH&G will coordinate all field tests necessary with the contractor and the County of Santa Cruz Department of Parks.
- Task 12 Environmental**
The County of Santa Cruz Department of Parks will be responsible for assuring that all environmental documents pertaining to the project are in the project files. SH&G will have redundant copies of the environmental documents in the Resident Engineer's office. SH&G will assure contractor compliance with all appropriate permits.

Task 13 Construction Documents

SH&G will assure that all site construction is in compliance with all Construction Documents.

Task 14 Submittals

SH&G's Resident Engineer will review and determine the completeness of the contractor's submittals.

Task 15 Progress Payments

SH&G will prepare monthly item estimate sheets for progress payments. The County of Santa Cruz Department of Parks will be responsible for reviewing and accepting the contractor's progress payment invoices.

Task 16 On-site Status

A representative from SH&G will visit the project site every day the contractor is working. The Resident Engineer will visit the site a minimum of one (1) time per week while work progresses. The following is a list of key procedures in which a representative from SH&G will participate:

- A. Pre-construction Conference
- B. Review and acceptance of the Traffic Control Plan
- C. Review and acceptance of the construction layout and grade staking
- D. Review and acceptance of rough grading
- E. Review and acceptance of the subgrades, base course and paving operations
- F. Review and acceptance of the final grades
- G. Be on site for all material tests
- H. Review acceptance of the dune restoration plan
- I. Attend all on site meetings with regards to the construction progress, clarifications in work, changes in the work, and inspections of the work
- J. Attend final inspection and coordinate the close out of the project

Personnel

SH&G Principal Civil Engineer Steven Wiesner, P. E. will serve as the project Resident Engineer for this project. Kevin Sibley and Matt Weld will serve as construction inspectors for this project and will report directly to Steven Wiesner.

Schedule

At the request of the County of Santa Cruz Department of Parks, SH&G is submitting an additional 25 working day estimate for work anticipated in September 2001.

The SCOTT CREEK BEACH ACCESS AND HABITAT RESTORATION PROJECT construction contract period is 120 calendar days. This estimate submitted herein reflects twenty-five (25) days of the SCOTT CREEK BEACH ACCESS AND HABITAT RESTORATION PROJECT construction contract period.

20.3

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Budget

The estimated cost for the services described above is \$30,330 including reimbursable expenses. Billing rates, estimated labor hours and associated expenses are detailed in Table 1.

All out of scope meeting attendance, technical reports and special investigations will be conducted under separate authorization(s) with the County of Santa Cruz Department of Parks.

Continuation of all Resident Engineering and Inspection Services can be negotiated at the request of The County of Santa Cruz Department of Parks.

70.3

2003

Table 1
 SCOTT CREEK BEACH ACCESS AND HABITAT RESTORATION PROJECT
 COUNTY OF SANTA CRUZ PARKS, OPEN SPACE AND CULTURAL SERVICES

Item	Rate	Resident Engineer	Construction Inspector	Total by Task
		\$120	\$90	
1	Conduct Construction Inspection Services		200	\$18,000
2	Conduct Resident Engineering Services	90		\$10,800
				\$0
				\$0
				\$0
	Labor Hours	90	2 0 0	
	Labor Cost	\$10,800	\$18,000	
	Resident Engineering and Construction Inspection Labor Total			\$28,800
Reimbursable Expenses				
	Mileage (2000 mi @ \$0.34/mi)			\$680
	Report Production (copy costs, administrative support)			\$500
	Report Graphics (digital camera, disks, color plots)			\$350
			Expenses	\$1,530
			Construction Inspection Project Total	\$30,330

Note: This Estimate is based on 25 working days of the construction contract.
 Any additional time required for this project will need to be negotiated with SH&G.

494

COUNTY OF SANTA CRUZ
REQUEST FOR APPROVAL OF AGREEMENT

495

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

FROM: Parks, Open Space & Cultural Services (Dept.)

Christina Murray (Signature) (6/12/01 e)

The Board of Supervisors is hereby requested to approve the attached agreement and authorize the execution of the same.

- Said agreement is between the County of Santa Cruz (Agency) and Archaeological Resource Management 496 N. 5th Street, San Jose, Ca 95112 (Name & Address)
- The agreement will provide Archaeological monitoring services for the North Coast Beaches Phase I Scott Creek Beach Project.
- The agreement is needed County cannot provide services.
- Period of the agreement is from June 26, 2001 to June 30, 2001
- Anticipated cost is \$ -0- (Fixed amount; Monthly rate; Not to exceed)
- Remarks: \$6,000 Contract and Contract Amendment to extend the term of the Contract on CAL to June 30, 2002
- Appropriations are budgeted in N/A (Index#) (Subobject)

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

Appropriations are available and have been encumbered. Contract No. 02306 Date 6-14-01

GARY A. KNUTSON, Auditor - Controller
By *T. Silbaugh* Deputy.

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

(Agency).
Remarks: BY *[Signature]* County Administrative Officer Date 6/19/01
(Analyst)

Agreement approved as to form. Date _____

Distribution:
Bd. of Supv. • White
Auditor-Controller • Blue
County •
Co. Admin. Officer • Canary
Auditor-Controller • Pink
Originating Dept. • Goldenrod

*To Orig. Dept. if rejected.

State of California)
County of Santa Cruz) ss
I _____ ax-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

70.3

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AMENDMENT TO AGREEMENT

The parties hereto agree to amend that certain Agreement No.CO 02306, dated December 12, 2000, by and between the COUNTY OF SANTA CRUZ and ARCHAEOLOGICAL RESOURCE MANAGEMENT by extending the term of the agreement to June 30, 2002 for archaeological monitoring of the North Coast Beaches Phase I, Scott Creek Beach Project.

All other provisions of said Agreement shall remain the same.

Dated: _____

COUNTY OF SANTA CRUZ

By: _____

Approved as to Insurance:

By: *Patricia G. Baird* 5/20/01
Risk Management

CONSULTANT:

By: *Robert Cartier*
Owner 5-16-01
Archaeological Resource Management

Approved as to Form:

By *Marie Costa*
Office ~~the Office of the~~ Counsel

Address: 496 N. 5th Street
San Jose, CA 95112
Phone: (408) 295-1373
Fax: (408) 286-2040

Attachments: Original Contract # 02306

DISTRIBUTION: CAO, Auditor-Controller, County Counsel, Risk Management
POSCS, Consultant