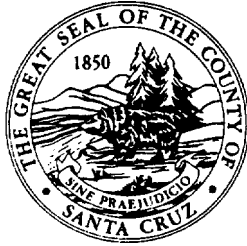


AGENDA: JUNE 23, 1998

 DEPARTMENT OF
PUBLIC WORKS



 COUNTY OF SANTA CRUZ

GOVERNMENTAL CENTER

701 OCEAN STREET, SANTA CRUZ, CALIFORNIA 95060-4070

 JOHN A. FANTHAM
DIRECTOR OF PUBLIC WORKS

(408) 454-2160

FAX (408) 454-2385

June 16, 1998

SANTA CRUZ COUNTY BOARD OF SUPERVISORS
701 Ocean Street
Santa Cruz, California 95060

SUBJECT: SAN ANDREAS ROAD EMERGENCY CULVERT REPAIR AT MANRESA
BEACH STATE PARR STORM DAMAGE REPAIR PROJECT,
DAMAGE ASSESSMENT FORM (DAF) CSC-SCR-004

Members of the Board:

During last February's storms the existing 36 inch culvert that drains the ravine along the Union Pacific railroad track at the entrance of Manresa State Park was severely damaged. This culvert, which runs under San **Andreas** Road, collapsed as a result of the storm waters and remains essentially blocked. This culvert damage created a large sink hole on the ocean side of San **Andreas** Road and caused extensive damage to the adjacent shoulder, **bikelane** and road slope.

In April, the damages were formally approved by **CALTRANS** and the Federal Highway Administration (FHWA) as "On-System" road damage. The scope of work for this Damage Assessment Form (**DAF**) (see attached DAF and Public Works' scope) calls for boring a new culvert through the existing San **Andreas** Road fill slope, filling the sink hole with clean soils from a pre-approved location and replacing the roadway shoulder and **bikelane**.

As your Board is aware, Public Works has been expediting the work on all FHWA **DAFs** because any eligible work necessary to repair "On-System" road damage is 100% reimbursable until August 1, 1998 (180 days from the declared event). Because of the nature of the repairs necessary for the subject site, Public Works determined it to be in the best interest of the County to request informal bids from several area contractors who have the skills necessary to perform pipe jacking and bore work and are able to expedite the work. Bids were requested and received from the following contractors:

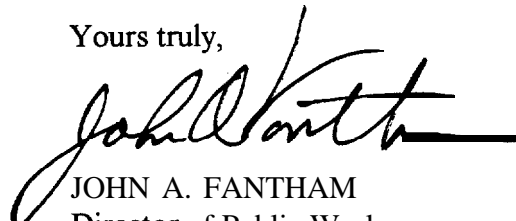
Ranger Pipeline of San Francisco	\$63 5,000
Monterey-Peninsula Engineering of Marina	\$23 8,600
Anderson Pacific Engineering of Santa Clara	\$222,500

Based on their low bid, Anderson Pacific Engineering has been selected to perform this emergency repair work, with construction scheduled to start in early July. This will result in a total project cost of \$275,000, including contingencies, inspections, and overhead. Sufficient funding for the project has been made available by FHWA DAF No. CSC-SCR-004, with non-reimbursable local overhead expenses funded through the Public Works Department's general revenue available in the approved 1997/98 Road Program.

It is therefore recommended that the Board of Supervisors take the following action:

1. Find that the emergency will not permit a delay resulting from a competitive solicitation for bids, and that the action is necessary to respond to the emergency repair of storm damage.
2. Waive advertising of the bids per Public Contract Code, Sections 20134 and 22050.
3. Approve the attached Scope of Work for the repair of the San Andreas Road at Manresa Beach State Park (DAF CSC-SCr-004).
4. Adopt the attached resolution accepting unanticipated revenue in the amount of \$275,000 from the California Department of Transportation and appropriate these funds into the 1997/98 Public Works Road Program budget.
5. Authorize the award of the emergency repair contract to Anderson Pacific Engineering of Santa Clara in the amount of \$222,500 and authorize the Director of Public Works to sign the contract on the behalf of the County.

Yours truly,

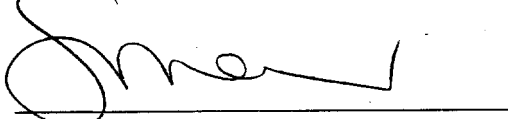


JOHN A. FANTHAM
Director of Public Works

WBW:rw

Attachments

RECOMMENDED FOR APPROVAL:



County Administrative Officer

Copy to: Bill Tyler, CALTRANS Local Programs
Charles Chin, FHWA
Doug Sereda, Project Superintendent for Anderson Pacific
Public Works (w/a)

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 CALTRANS for Federal Emergency Relief program; and

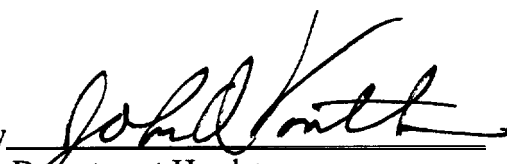
WHEREAS, the County is a recipient of funds in the amount of \$275,000 which are either in excess of those anticipated or are not specifically set forth in the current fiscal year budget of the County; and

WHEREAS, pursuant to Government Code Sections 29130(c),29064(b), such funds may be made available for specific appropriation by a 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 \$275,000 into Public Works Department Index No. 62110 Revenue Subobject No. 1044 and that such funds be and are hereby appropriated as follows:

<u>INDEX NO.</u>	<u>ACCOUNT NO.</u>	<u>PRJ/UCD</u>	<u>ACCOUNT NAME</u>	<u>AMOUNT</u>
621100	3590		Department of Public Works	\$275,000

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 
Department Head
Date 6/16/98

COUNTY ADMINISTRATIVE OFFICER /_/Recommended to Board

//Not Recommended to Board

PASSED AND ADOPTED by the Board of Supervisors of the County of Santa Cmz, State of California, this d_a_y o f _____, 1998 by the following vote (requires four-fifths vote approval):

AYES : SUPERVISORS

NOES: SUPERVISORS

ABSENT: SUPERVISORS

Chair of the Board

ATTEST: _____
Clerk of the Board

APPROVED AS TO FORM:

APPROVED
AS TO ACCOUNTING DETAIL:

 1/7/98

Chief Assistant County Counsel

Auditor-Controller

Distribution: Auditor-Controller
County Counsel
County Administrative Officer
Public Works Department

copy

305

Contract No. _____

INDEPENDENT CONTRACTOR AGREEMENT

THIS CONTRACT is entered into this _____ day of _____ 1998, by and between the COUNTY OF SANTA CRUZ, hereinafter called COUNTY, and' ANDERSON PACIFIC ENGINEERING CONSTRUCTION, 1390 NORMAN AVENUE, SANTA CLARA, CA 95054.

hereinafter called CONTRACTOR. The parties agree as follows:

1. DUTIES. CONTRACTOR agrees to exercise special skill to accomplish the following result: **TO REPAIR THE DAMAGE CAUSED BY THE 1998 FEBRUARY EL NIÑO STORM ON THE CROSS CULVERT ON SAN ANDREAS ROAD AT MANRESA BEACH STATE PARR PER THE ATTACHED SCOPE OF WORK.**

2. COMPENSATION. In consideration for CONTRACTOR accomplishing said result, COUNTY agrees to pay CONTRACTOR as follows: **LUMP SUM, PER THE PROJECT BID SUBMITTED ON JUNE 3, 1998, APM FOR THE AMOUNT OF \$222,500.**

3. TERM. The term of this contract shall be: **FROM BOARD APPROVAL UNTIL COMPLETION**

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

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

A. Any and all claims, demands, losses, damages, defense costs, or liability of any kind or nature which COUNTY may sustain or incur or which may be imposed upon it for injury to or death of persons, or damage to property as a result of, arising out of, or in any manner connected with the CONTRACTOR'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 property(ies) of CONTRACTOR and third persons.

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

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

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

A. Types of Insurance and Minimum Limits

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

(2) Automobile Liability Insurance for each of CONTRACTOR's vehicles used in the performance of this Agreement, including owned, non-owned (e.g. owned by CONTRACTOR's employees), leased or hired vehicles, in the minimum amount of \$500,000 combined single limit per occurrence for bodily injury and property damage. This insurance coverage shall not be required if vehicle use by CONTRACTOR is not a material part of performance of this Agreement and CONTRACTOR and 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 \$1,000,000.00 combined single limit, **if**, and only if, this Subparagraph is initialed by CONTRACTOR and COUNTY ____/____.

B. Other Insurance Provisions

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

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

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

“The County of Santa Cruz, its officials, employees, agents and volunteers are added as an additional insured as respects the operations and activities of, or on behalf of, the named insured performed under Agreement with the County of Santa Cruz.”

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

“This insurance shall not be canceled until after thirty (30) days prior written notice has been given to:
BILL WILLIAMSON
DEPARTMENT OF PUBLIC WORKS
701 OCEAN STREET, ROOM 410
SANTA CRUZ, CA 95060

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

BILL WILLIAMSON
DEPARTMENT OF PUBLIC WORKS
701 OCEAN STREET, ROOM 410
SANTA CRUZ, CA 95060

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

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

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

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

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

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

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

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

SECONDARY FACTORS: (a) The extent of control which, by agreement, COUNTY may exercise over the details of the work is slight rather than substantial; (b) CONTRACTOR is engaged in a distinct occupation or business; (c) In the locality, the work to

be done by **CONTRACTOR** is usually done by a specialist without supervision, rather than under the direction of an employer; (d) the skill required in the particular occupation is substantial rather than slight; (e) The CONTRACTOR rather than the COUNTY supplies the instrumentalities, tools and work place; (f) The length of time for which CONTRACTOR is engaged is of limited duration rather than indefinite; (g) The method of payment of

CONTRACTOR is by the job rather than by the time; (h) The work is part of a special or permissive activity, program, or project, rather than part of the regular business of COUNTY; (i) CONTRACTOR and COUNTY believe they are creating an independent contractor relationship rather than an employer-employee relationship; and (j) The COUNTY conducts public business.

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

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

9. CONTRACTOR represents that its operations are in compliance with applicable County planning, environmental and other laws or regulations.

10. CONTRACTOR is responsible to pay prevailing wages and maintain records as required by Labor Code Section 1770 and following.

11. NONASSIGNMENT. CONTRACTOR shall not assign this agreement without the prior written consent of the COUNTY.

12. RETENTION AND AUDIT OF RECORDS. CONTRACTOR shall retain records pertinent to this Agreement for a period of not less than five (5) years after final payment under this Agreement or until a final audit report is accepted by COUNTY, whichever occurs first. CONTRACTOR hereby agrees to be subject to the examination and audit by the Santa Cruz County Auditor-Controller, the Auditor General of the State of California, or the designee of either for a period of 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: ANDERSON PACIFIC ENGINEERING CONSTRUCTION INC.; BID OF JUNE& 1998; DEPARTMENT OF PUBLIC WORKS SCOPE OF WORK; CERTIFICATE OF INSURANCE; W-9 FORM.

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

COUNTY OF SANTA CRUZ

CONTRACTOR
ANDERSON PACIFIC
ENGINEERING CONSTRUCTION
INC.

By: _____

By: _____

Director of Public Works

Address: 1390 NORMAN AVENUE
SANTA CLARA CA 95054

Telephone: _____

APPROVED AS TO FORM:

By: _____

Chief Assistant County Counsel

DISTRIBUTION: Auditor-Controller
Contractor
Public Works

WBW:mg

OBJECTIVE Replace the storm damaged culvert which passes under San Andreas Road immediately south of the SPRR rail trestle and the entrance to Manresa Beach State Park prior to the winter of 1998/99. Working days estimated at /- 45.

SCOPE OF WORK Work estimate to include the following tasks:

* Create a bore pit or platform area immediately east-of the road, upstream to drainage swale for the jack and bore of a 48 inch reinforced concrete pipe.

* Stage and bore the 48 inch RCP next to the existing 30 inch CMP. This work should be done on the south side headwall of the existing 36 inch pipe (towards Watsonville-Beach Road direction) Estimated depth of existing pipe and new installation is +/- 30 feet from road profile, estimated length of pipe jacking is 260 lineal feet from the headwall to the existing drainage outfall. Work to include any shoring necessary for the proper installation of jacked RCP.

* Reconstruct as necessary the existing headwall in or around the same location in the drainage ravine. Work to include any shoring necessary for the proper installation of new headwall.

* Secure by use of 1/4 to 1/2 ton rip rap slope protection (RSP) the outfall of the new installed 48 inch R.C.P. including any shoring necessary for the proper installation of the outfall construction.

* Abandon the existing 36 inch culvert in a manner to fully secure that channel from future harm of either the newly jacked 48 inch RCP or the existing San Andreas Road ravine fill.

* Upori completion of the jack and bore and headwall/outlet construction, all disturbed soil areas created for the bore pit/platform, conforms or outlet construction will be mitigated by County standard erosion control methods (attached).

* The sink hole area immediately adjacent to the culvert installation will be cleared of debris and filled with **clean soil**. The County has a soils yard in Corralitos at the top of Hames Road (Rodrigues Pit). This clean soil material is approximately 8 miles for the damage site. The material is easily accessible **and** is available at no cost.

* Any damaged existing roadway pavement caused by this operation must be repaired at the contractors expense.

* No work is required to repair or mitigate the damages to private property adjacent to the sink hole, unless caused by excessive contractor operations.

COMPENSATION All work, except for a possible mobilization charge, will be paid as lump sum upon completion of the work as approved by the Santa Cruz County Board of Supervisors on 6-23-98.

Applicant Santa Cruz County County Santa Cruz

Inspection Date: 3-11-98

Location of Damage (Name of Road and Mile Post)
San Andreas Rd. @ Marresa State Beach
933737

Federal-Aid Highway?
 Yes (if no, ineligible for ER)
 Map No. 6N22

Caltrans Maintenance EA _____ Special Designator _____

State Highway on Forest Hwy System?
 Yes (Possible ERFO)

Road/Bridge Data Bridge No. _____ Type _____
 Traveled Way: Width 2x12' Type AC
 Shoulder: Width 2x4' Type AC

State/Local Route No.
E207

Description of Damage: SLOPOT @ EDGES OF ROAD DUE TO OVERSIDE FLOW AND CULVERT FAILURE. TREES COLLAPSED DUE TO UNDERMINING

ADT (Existing) 4650
 Roll # _____ Photos Picture # _____

COST ESTIMATE

EMERGENCY	Type of Repair	Description of Work	summary Cost
	EMERGENCY OPENING (EO) TO DATE <input checked="" type="checkbox"/> Force Account <input type="checkbox"/> Contract	CLEAR ROADWAY, set BARRICADES and SAND BAGS	2,500
EMERGENCY OPENING (EO) WORK REMAINING <input type="checkbox"/> Force Account <input checked="" type="checkbox"/> Contract	RECONSTRUCT HEADWALL REPAIR EXISTING FAILED PIPE, RESTORE SLOPE	MAXIMUM 650,000	
Subtotal Emergency			\$ 675,000
	PERMANENT RESTORATION (PR) Recommended Method of Work: <input type="checkbox"/> Force Account <input type="checkbox"/> Contract		φ

NOTE: PRIOR AUTHORIZATION (APPROVED FNM-76) IS REQUIRED TO PROCEED WITH PERMANENT RESTORATION Subtotal Restoration \$

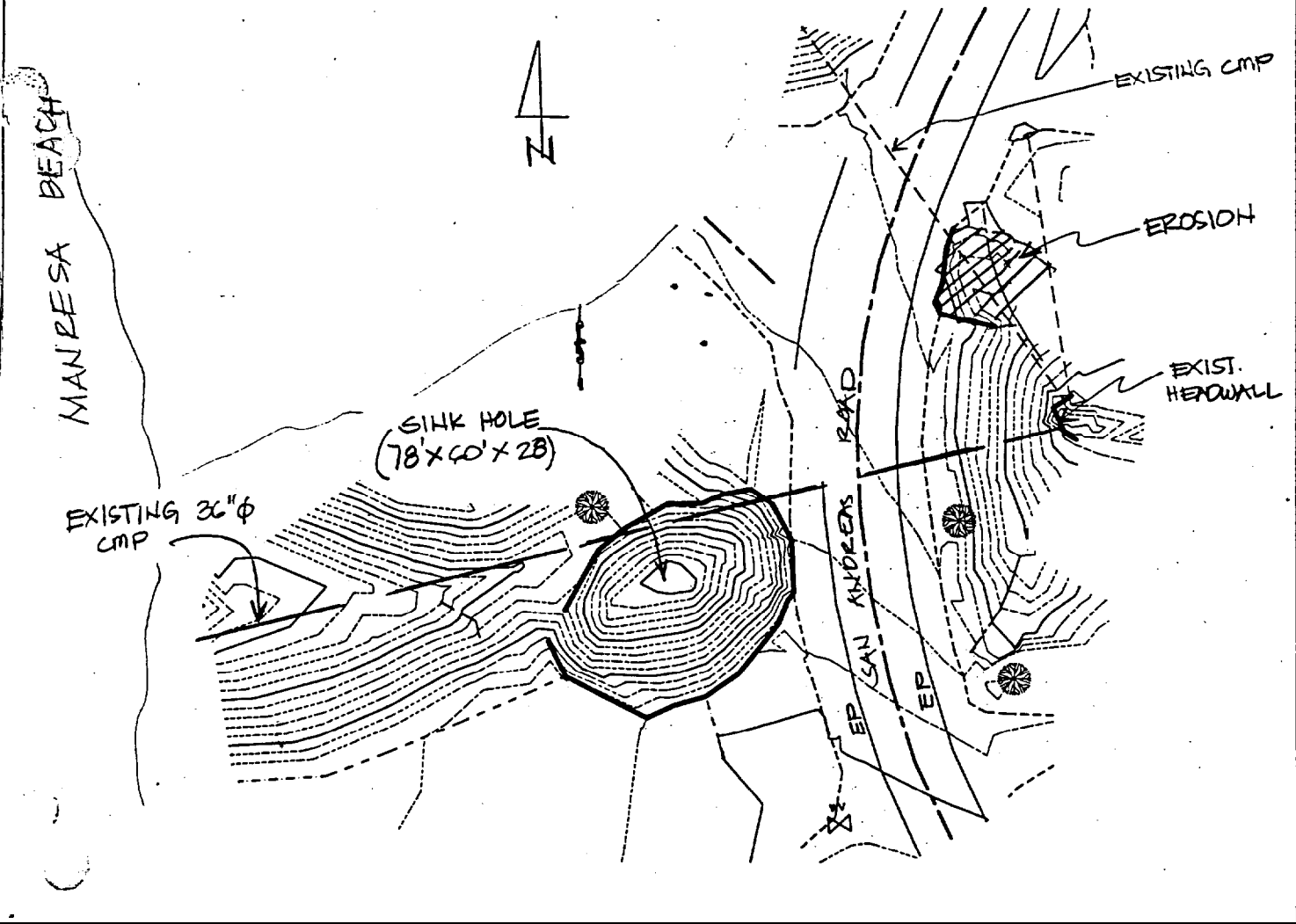
Environmental Clearance: <u>EO</u> Categorical Exclusion <input checked="" type="checkbox"/> Further Environmental Study _____ NOTE: Environmental clearance for permanent restoration is conducted through normal Federal-aid project procedures.	Preliminary Engineering (10%) .. \$ 30,000 ✓ Construction Engineering (15%) .. \$ 40,000 ✓ Right-of-Way \$ 5000 TOTAL ESTIMATED COST ... \$ 750,000 (EO+PR+PE+CE+R/W)
Stewardship: <input checked="" type="checkbox"/> Exempt (E) _____ CA (Y) _____ FHWA Oversight (N)	FHWA Engineer: <u>C. Chen / WFT</u> Date: <u>4/16/98</u> State Engineer: <u>John Smudi</u> Date: <u>4-14-98</u> Local Agency Engineer: <u>Bill Williams</u> Date: <u>4-10-98</u>
Recommendation: <input checked="" type="checkbox"/> Eligible _____ Ineligible	
Clearance: <input checked="" type="checkbox"/> Yes _____ No	
Cor. Clearance: <input checked="" type="checkbox"/> Yes _____ No	

Damage Assessment Form
Title 23, Federal-Aid Highways

SAN ANDREAS ROAD @
MANRESA BEACH TO FO482

Quantity	Unit	Labor, Materials, and Equipment	Unit Price	Cost

See attached plan for proposed repair





ANDERSON PACIFIC
Engineering Construction, Inc

June 8, 1998

County of Santa Cruz
Dept. of Public Works
710 Ocean St.
Santa Cruz, Ca. 95060

Attn: Mr. Bill Williamson

Re: **San Andreas Road 48" Culvert**

Dear Mr. Williamson.

Per your request, this is a quote for installing 260 L.F. of 48" RCP using the 'bore & jack' method of installation. Also included is the filling in of the sink hole on the west side of San Andreas road and the necessary clearing of trees and brush for that work. Due to the difficulty of boring through the existing 30" culvert, I have chosen to fill it with blown sand instead and augering a new run alongside it. I have included the necessary modifications to the existing headwall in my price exclusive of any structural engineering you may require. I have also excluded any site improvements such as paving, landscaping, and hydroseeding and have taken the assumption there will be no special permits or railroad right of way costs. Our price for this work is \$222,500.00 including bonds. Thank you for the chance to bid this work.

Sincerely

Doug Sereda
Project Superintendent

OBJECTIVE Replace the storm damaged culvert which passes under San Andreas Road immediately south of the SPRR rail trestle and the entrance to Manresa Beach State Park prior to the winter of 1998/99. Working days estimated at /- 45.

SCOPE OF WORK Work estimate to include the following tasks:

- * Create a bore pit or platform area immediately east of the road, upstream to drainage swale for the jack and bore of a 48 inch reinforced concrete pipe.

- * Stage and bore the 48 inch RCP next to the existing 30 inch CMP. This work should be done on the south side headwall of the existing 36 inch pipe (towards Watsonville-Beach Road -direction) Estimated depth of existing pipe and new installation is +/- 30 feet from road profile, estimated length of pipe jacking is 260 lineal feet from the headwall to the existing drainage outfall. Work to include any shoring necessary for the proper installation of jacked RCP.

- * Reconstruct as necessary the existing headwall in or around the same location in the drainage ravine. Work to include any shoring necessary for the proper installation of new headwall.

- * Secure by use of 1/4 to 1/2 ton rip rap slope protection (RSP) the outfall of the new installed 48 inch R.C.P. including any shoring necessary for the proper installation of the outfall construction.

- * Abandon the existing 36 inch culvert in a manner to fully secure that channel from future harm of either the newly jacked 48 inch RCP or the existing San Andreas Road ravine fill.

- * Upon completion of the jack and bore and headwall/outlet construction, all disturbed soil areas created for the bore pit/platform, conforms or outlet construction will be mitigated by County standard erosion control methods (attached).

- * The sink hole area immediately adjacent to the culvert installation will be cleared of debris and filled with clean soil. The County has a soils yard in Corralitos at the top of Hames Road (Rodrigues Pit). This clean soil material is approximately 8 miles for the damage site. The material is easily accessible and is available at no cost.

- * Any damaged existing roadway pavement caused by this operation must be repaired at the contractors expense.

- * No work is required to repair or mitigate the damages to private property adjacent to the sink hole, unless caused by excessive contractor operations.

COMPENSATION All work, except for a possible mobilization charge, will be paid as lump sum upon completion of the work as approved by the Santa Cruz County Board of Supervisors on 6-23-98.

COUNTY OF SANTA CRUZ
REQUEST FOR APPROVAL OF AGREEMENT

316

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

FROM: PUBLIC WORKS (Dept.)
[Signature] (Signature) 6-17-98 (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)
Anderson Pacific Engineering Construction, 1390 Norman Avenue,
and Santa Clara, CA 95054 (Name & Address)

2. The agreement will provide for the San Andreas Road at Manresa State Park Storm
Damage Repair, DAF CSC - SCr-004.

3. The agreement is needed, because the work can be done most expeditiously by contract.

4. Period of the agreement is from Award of Contract to June 30, 1999

5. Anticipated cost is \$ 222,500 (Fixed amount; Monthly rate; Not to exceed)

6. Remarks: Contract \$222,500: Contingencies \$34,509.35; Overhead: (7%) \$17,990.65
Total \$ 275,000

7. Appropriations are budgeted in 6 2 1 1 0 0 P O 0 6 0 0 (9 3 3 7 3 7) (Index#) 3 5 9 0 (Subobject)

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

Appropriations are available and will be encumbered. Contract No. 71653 Date 6/17/98
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 Public Works to execute the same on behalf of the _____

Department of Public Works (Agency).
County Administrative Officer

Remarks: _____ (Analyst) By [Signature] Date 6/16/98

Agreement approved as to form. Date _____

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

*To Orig. Dept. if rejected.

59

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 _____ Deputy Clerk