PROCEEDINGS OF THE BOARD OF DIRECTORS

COUNTY OF SANTA CRUZ
FLOOD CONTROL AND WATER CONSERVATION DISTRICT, ZONE 5
GOVERNMENTAL CENTER BUILDING, ROOM 525
9:15 A.M.

May 25, 1999

- A. Roll Call
- B. Consideration of Late Additions
- C. Additions and Deletions

- 1. ASTHEBOARDOFDIRECTORSOFTHESANTACRUZ COUNTYFLOODCONTROLANDWATERCONSERVATION DISTRICT, ZONE 5, approve minutes of January 26, 1999
- 1.1 AS THE BOARD OF DIRECTORS OF THE SANTA CRUZ COUNTYFLOOD CONTROLANDWATER CONSERVATION DISTRICT, ZONE 5, approve time change regarding the annual budget meeting scheduled for June 18, 1999 from 9: 15 a.m. to 1:30 p.m.
- 1.2 ASTHEBOARDOFDIRECTORSOFTHESANTACRUZ COUNTYFLOODCONTROLANDWATERCONSERVATION DISTRICT, ZONE 5, make findings that the hydrologic study of Soquel Creek is of benefit to the project area; authorize the use of funds from the Soquel Creek Sandbar Removal Budget; approve contract with Northwest Hydraulic Consultants for a not-to-exceed amount of \$57,894; and authorize the District Engineer to sign the contract
- 1.3 ORAL COMMUNICATIONS The Board will receive Oral Communications following completion of all other items on the Agenda. Any person may address the Board during its Oral Communications period. Presentations must not exceed five minutes, must be directed to an item not listed on today's Agenda, and must be within the jurisdiction of the Board. Board members will not take action or respond immediately to any Oral Communications presented, but may choose to follow up at a later time, either individually, or on a subsequent District Agenda.



ACTION SUMMARY MINUTES

COUNTY OF SANTA CRUZ FLOOD CONTROL AND WATER CONSERVATION DISTRICT, ZONE 5

January 26, 1999

A. Roll Call

Voting Members Present: Director Symons, Wormhoudt, Campos, Almquist. Hazelton, Gualtieri and Chairperson Beautz Voting Members Absent: None

- B. Consideration of Late Additions
- C. Additions and Deletions
- D: Oral Communications: None

1. AS THE BOARD OF DIRECTORS OF THE SANTA CRUZ COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, ZONE 5, <u>APPROVED</u> minutes of June 22, 1998

Motion made by Director Wormhoudt, seconded by Director Beautz:

Ayes: Symons, Wormhoudt, Almquist and Beautz

Noes: None Absent: None

Abstain: Campos, Gualtieri and Hazelton

1.1 AS THE BOARD OF DIRECTORS OF THE SANTA CRUZ COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, ZONE 5, <u>AUTHORIZED</u> the Chairperson to call for nominations and elect a new Chairperson and Vice Chairperson for 1999

Motion made by Director Beautz. seconded by Director Hazelton to elect Director Almquist as Chairperson:

Ayes: Symons, Wormhoudt, Campos, Almquist, Gualtieri,

Hazelton and Beautz

Noes: None Absent: None Abstain: None

Motion made by Director Beautz, seconded by Director Hazelton to elect Director Symons as Vice-Chairperson:

Ayes: Symons, Wormhoudt, Campos, Almquist, Gualtieri.

Hazelton and Beautz

Noes: None Absent: None Abstain: None 1. 2 AS THE BOARD OF DIRECTORS OF THE SANTA CRUZ COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, ZONE 5, <u>APPROVED</u> the 1999 schedule of Zone 5 meetings

Motion made by Director Wormhoudt. seconded by Director Campos:

Ayes: Beautz, Symons, Wormhoudt, Campos, Gualtieri, Hazelton

and Almquist

Noes: None Absent: None Abstain: None

1.3 AS THE BOARD OF DIRECTORS OF THE SANTA CRUZ COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, ZONE 5, <u>APPROVED</u> transfer of \$19,340 from Minor Projects and \$7,000 from the Soquel Creek Sandbar Removal Project into the Monterey Avenue Storm Drainage Project

Motion made by Director Symons. seconded by Director Wormhoudt:

Ayes: Beautz, Symons, Wormhoudt, Campos, Gualtieri, Hazelton

and Almquist

Noes: None Absent: None Abstain: None

1.4 ORAL COMMUNICATIONS - No one addressed the Board

Approved:		
	Chai rperson, Lone 5 Board	
	•	
Attest:		
	Clerk of the Board	
Date:		



County of Santa Cruz

FLOOD CONTROL AND WATER CONSERVATION DISTRICT - ZONE 5

701 OCEAN STREET, ROOM 410, SANTA CRUZ, CA 950604070 (831) 454-2160 FAX (831) 454-2365 TDD (631) 464-2123

JOHN A. FANTHAM DISTRICT ENGINEER

AGENDA: MAY 25, 1999

May 12, 1999

BOARD OF DIRECTORS-ZONE 5 SANTA CRUZ COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT 701 Ocean Street Santa Cruz, CA 95060

SUBJECT: BUDGET HEARING SCHEDULE

Members of the Board:

On January 26, 1999, your Board adopted a schedule of meetings for 1999. This schedule called for the annual Zone 5 Budget to be considered on June 18, 1999, at 9: 15 A.M. Because of conflicts with other budget hearings, it is necessary to reschedule the time of the Zone 5 meeting.

It is therefore recommended that the Zone 5 Board of Directors change the time of the June 18, 1999, annual budget meeting from 9: 15A.M. to 1:30 P.M.

Yours truly,

JOHN A. FANTHAM

District Engineer

PCR:mg

Attachments

RECOMMENDED FOR APPROVAL:

County Administrative Officer

copy to: Zone 5 Board of Directors

Dan Pincetich, City Manager, City of Capitola Public Works (Drainage and Road Engineering)

BHM (·(



JOHN A FANTHAM DISTRICT ENGINEER

County of Santa Cruz

FLOOD CONTROL AND WATER CONSERVATION DISTRICT - ZONE 5

701 OCEAN STREET, ROOM 410, SANTA CRUZ, CA 960604070 (831) 464-2160 FAX (831) 454-2385 TDD (831) 464-2123

AGENDA: MAY 25, 1999

May 11, 1999

BOARD OF DIRECTORS-ZONE 5 SANTA CRUZ COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT 701 Ocean Street Santa Cruz, CA 95060

SUBJECT: SOQUEL DRIVE BRIDGE AND SOQUEL CREEK HYDROLOGY STUDY

Members of the Board:

This past year the County received a Hazard Mitigation grant from the Federal Emergency Management Agency (FEMA) for the replacement of the Soquel Drive Bridge at Soquel Creek. In approving the grant, FEMA acknowledged that the existing structure was a flood hazard and has now authorized the County to begin the design phase of the project. Along with other local match monies from Transportation Improvement Funds, the Redevelopment Agency and the Road Budget, funds for this project were also included in the approved 1998/99 Zone 5 Expansion/Construction Budget.

The Department of Public Works has negotiated a contract with the firm of **Buckland** and Taylor to prepare a design for the new bridge. Included in its proposal is a separate hydrology study to be performed by the firm of Northwest Hydraulic Consultants. However, since approximately half of its hydrology study would address important issues downstream from the bridge, this part of the study will not be eligible for FEMA assistance. As a result, funding for this supplemental study will need to come **from** the Redevelopment Agency and Zone 5. Fortunately, adequate funding was included in the approved 1998/99 Zone 5 Expansion/Construction Budget that can be used for this purpose.

This contract is funded by Redevelopment **funds**. Redevelopment funds are being used because it has been determined that the study will be of benefit to the project area or the immediate neighborhood in which the study is located, that no other reasonable means of financing the study is available to the community, that completion of the study will assist in the elimination of blight, and that the study is consistent with the Redevelopment Agency's five year implementation plan.

The Board of Directors of the Redevelopment Agency is scheduled to approve the expenditure of funds necessary for this contract on May 18, 1999.

It is therefore recommended that the Zone 5 Board of Directors take the following action:

- 1. Make findings that the study is of benefit to the project area or the immediate neighborhood in which the project is located, that no other reasonable means of financing the study is available to the community, that completion of the study will assist in the elimination of blight, and that the study is consistent with the Redevelopment Agency's five year implementation plan.
- 2. Authorize the use of up to \$20,000 from the Zone 5 Expansion/Construction Budget budget for the supplemental hydrology study of the creek downstream from the Soquel Drive Bridge.
- 3. Approve the contract with Northwest Hydraulic Consultants for a not-to-exceed amount of \$57,894.
- 4. Authorize the District Engineer to sign the contract on behalf of the County.

Yours truly

JOHN A. FANTHAM

District Engineer

TLB:mg

Attachments

RECOMMENDED FOR APPROVAL:

County Administrative Officer

copy to: Zone 5 Board of Directors

Dan Pincetich, City Manager, City of Capitola

Soquel Creek Water District

Public Works (Drainage and Road Engineering)

Redevelopment Department Northwest Hydraulic Consultants

SQLM

REQUEST FOR APPROVAL OF AGREEMENT

FROM:

TO: Board of Supervisors

County Administrative Officer County Counsel Auditor-Controller	PUBLIC WORKS (Dept.
The Board of Supervisors is hereby re-	quested to approve the attached ogreement and authorize the execution of the same.
and, 3950 INDUSTRIAL BOU	IC CONSULTANTS, INC. LEVARD, SUITE 100C WEST SACRAMENTO, CA 95691-3430 (Name & Address)
2. The agreement will provide FOR OF THE SOQUEL CREE	THE SOQUEL CREEK HYDROLOGY STUDY IN CONNECTION WITH THE REPLACEMENT EK BRIDGE
3. The agreement is needed, BECAUSI BY CONTRACT	E THE WORK CAN BE PERFORMED MOST EXPEDITIOUSLY AND ECONOMICALLY
4. Period of the agreement is from	AWARD OF CONTRACT to JUNE 30, 1999
5. Anticipated cost is \$ <u>57,894.00</u>	(Fixed amount; Monthly rate; Not to exceed
6. Remarks:, <u>CONTRACT</u> \$57,894 .	00; OVERHEAD (7%) \$4,052.58; TOTAL \$61,946.58
7. Appropriations are budgeted in 62	11173 (66048 3665) \$39,203.00 22365 (26210 3665) \$18,691.00 (Index#) 9842 3590 (Subobject OPRIATIONS ARE INSUFFICIENT, ATTACH COMPLETED FORM AUD-74
	GARY A. KNUTSON, Auditor - Controller By Number of Date 5/11/99 Deputy
	recommended that the Board of Supervisors approve the agreement and authorize the to execute the same on behalf of the PUBLIC WORKS DEPARTMENT
Remarks:	——————————————————————————————————————
Agreement approved as to form. Date TLB:mg	
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. ADM-29 (6/95)	State of California) County of Santa Cruz) County of Santa Cruz) 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

INDEPENDENT CONTRACTOR AGREEMENT

THIS CONTRACT is entered into this	day of	1999, by
and between the COUNTY OF SANTA CRUZ FLOOD	CONTROL AND	WATER
CONSERVATION DISTRICT, ZONE 5, hereinafter call	led COUNTY, an	d NORTHWEST
HYDRAULIC CONSULTANTS, INC., hereinafter called	d CONTRACTO	R. The parties agree as
follows:		

- 1. <u>DUTIES.</u> CONTRACTOR agrees to exercise special skill to accomplish the following result: PROVIDE CONSULTING SERVICES FOR THE HYDROLOGIC, HYDRAULIC, AND GEOMORPHIC STUDY OF SOQUEL CREEK.
- 2. <u>COMPENSATION.</u> In consideration for CONTRACTOR accomplishing said result, COUNTY agrees to pay CONTRACTOR as follows: THE TOTAL AMOUNT SHALL NOT EXCEED \$57,894.00 (SEE ATTACHMENT 1, SCOPE OF WORK AND FEE SCHEDULE).
- 3. <u>TERM.</u> The term of this contract shall be: FROM APPROVAL OF CONTRACT THROUGH COMPLETION OF STUDY.
- 4. <u>EARLY TERMINATION</u>. Either party hereto may terminate this contract at any time by giving 30 days written notice to the other party.
- 5. <u>INDEMNIFICATION FOR DAMAGES, TAXES AND CONTRIBUTIONS.</u> 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 negligent performance under the terms of this Agreement. 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. <u>INSURANCE</u>. 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.

Soquel Redevelopment Agency."

Redevelopment Agency, their 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, Zone 5, and the Live Oak

(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: JOHN A. FANTHAM

DISTRICT ENGINEER COUNTY OF SANTA CRUZ ZONE 5 701 OCEAN STREET 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: JOHN A. FANTHAM

DISTRICT ENGINEER, ZONE 5 COUNTY OF SANTA CRUZ 701 OCEAN STREET SANTA CRUZ, CA 95060

- 7. <u>EOUAL EMPLOYMENT OPPORTUNITY</u>. 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; advertisiig; 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. <u>INDEPENDENT CONTRACTOR STATUS</u>. 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.

<u>PRINCIPAL TEST:</u> 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. <u>CONTRACTOR</u> represents that its operations are in compliance with applicable County planning, environmental and other laws or regulations.

- 10. <u>CONTRACTOR</u> is responsible to pay prevailing wages and maintain records as required by Labor Code Section 1770 and following.
- 11. <u>NONASSIGNMENT.</u> CONTRACTOR shall not assign this agreement without the prior written consent of the COUNTY.
- 12. <u>RETENTION AND AUDIT OF RECORDS</u>. 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. <u>PRESENTATION OF CLAIMS</u>. 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. <u>ATTACHMENTS.</u> This Agreement includes the following attachments: SCOPE OF WORK AND FEE SCHEDULE DATED APRIL 6, 1999.

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

COUNTY OF SANTA CRUZ, ZONE 5	CONTRACTOR
	NORTHWEST HYDRAULIC
	CONSULTANTS, INC.
By:	By: Edward & William
District Engineer	Edward E. Wollece
	Address: 3 9 5 0 INDUSTRIAL
	BOULEVARD, SUITE 100C
	WEST SACRAMENTO, CA
	95691-3430
	Telephone:(916) 371-7400

U

APPROVED AS TO FORM:

DISTRIBUTION: Auditor-Controller

Contractor Public Works

Request for Taxpayer Identification Number and Certification

Give this form to the requester. Do NOT send to IRS.

(;	Name (if joint names, list first and cir	cle the name of the person or e	ntity whose number you enter in Part 1 below	v. See instructions on page 2 if your name has changed.}	603
LEASE	Business name (Sole pr	oprietors see instruct	ions on page ^{2.)} Northw	est Hydraulic Consultant	s, Inc.
RINT R YPE	Address (number and st	3950 Ir. 100c, W	dustrial Blvd. est Sacramento	, Suite CA 956 List account number(s) here (of	otional)
	City, state, and ZIP code	West Sac	ramento CA 9569	1	
Par	† Taxpayer Ident	ification Number	er (TIN)	Part For Payees Exempt from Backup Withholding (
Entor	your TIN in the appropr	iate hoy For		instructions on page 2	
ndivi	duals, this is your social	security number	. 4	1	
). For sole proprietors, sige 2. For other entities,		Social security number		
lenti	fication number (IN). If ye	ou do not have a			
umb	er, see How To Obtain a	I IIN, below.	OD.	Barratala and addisor (artistal)	
	If the account is in more ne chart on page 2 for gr		OR	Requester's name and address (optional)	
	er to enter.	aldolli 100 oli Wilooo	Employer identification number		
			9 1 1 1 1 1 3		
			0 9 3	<u> </u>	
		Certification	n-Under penalties of perjury	I certify that:	
	number shown on this f	orm is my correct ta	xpayer identification number	(or I am waiting for a number to be issued io n	ne),
				up withholding, or (b) I have not been notified but sult of a failure to report all interest or dividende	
the	e IRS has notified me that	at I am no longer sul	pject to backup withholding.	suit of a failure to report all interest of dividends	5, 01
acku ot ap rranç	p withholding because opply. For mortgage interegement (IRA), and generate	f underreporting inte est paid, the acquisit ally payments other	rest or dividends on your tax ion or abandonment of secu	notified by the IRS that you are currently subject return. For real estate transactions, item (2) or red property, contributions to an individual retiryou are not required to sign the Certification, but	does ement
	e check (only one) box in payment to you:	n each column belov	v that best describes your type	pe of organization and the transaction for which	we
RG/	ANIZATION TRANSACT	<u>ION</u>			
1.	Individual		1 M	ledical & Health Care Service	
2	Partnership			other Service (Specify)	
3.	Trust/Estate		_	civil engineering	
4	X Corporation		3	Goods/Merchandise	
5. <u> </u>	Real Estate Agent		4. F	reight	
6 _	Tax Exempt Organi	zation	5(Other Transaction (Specify)	
7	Public Entity		_		
8	Other Organization	(Specify)	6 F	Rent (Space/Machinery)	
			71	nterest	
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LETTER OF TRANSMITTAL COUNTY OF SANTA CRUZ DEPARTMENT OF PUBLIC WORKS 5/8/99 JOB NO. DESIGN ENGINEERING ATTENTION Martin Fisher, P.E. 701 OCEAN STREET, SANTA CRUZ, CA 95060 PHONE (831) 454-2160 FAX (831) 454-2385 **Northwest Hydraulics** 3950 Industrial Blvd., Suite 100C W. Sacramento, CA 95691-7400 the following items: **NE ARE SENDING YOU** Samples Specifications Daily Reports Prints Plans Change Order Progress Payment Other Χ Copy of Letter COPIES DATE **DESCRIPTION** NO. 1 1 Independent Contractor Agreement 0 r 1 Tax m **THESE** ARE TRANSMITTED as checked below: For approval Approved as submitted Resubmit copies for approval Submit _____ copies for distribution For your use Approved as noted Return _____ corrected prints As requested Returned for corrections For review and comment Sign and return to our office Please return above origs to our office **REMARKS** Please review and sign and then return to DPW Engineering via FedX or Express, Need by May 17, 1999. Please contact me if you have questions SIGNED: BILLY COPY TO: Bill Williamson If enclosures are not as noted, please notify us.

STATE
COMPENSATION
INSURANCE
ELINIC

P.O. BOX 420807, SAN FRANCISCO, CA 94142-0807

Rest acce

605

FUN CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

MAY 5, 1999

1 -

POJCY NUMBER: CERTIFICATE EXPIRES: **0803453 -** 99 **5-1-00**



COUNTY OF SANTA CRUZ
ATTN: JOHN H. FANTHAM
DIRECTOR OF PUBLIC WORKS
701 OCEAN STREETE SANTA CRUZ CA 95060

This is to certify that we have issued a valid Workers' Compensation insurance policy in a form approved by the California Insurance Commissioner to the-employer named below for the policy period indicated.

This policy is not subject to cancellation by the Fund except upon tayadays' advance written notice to the employer.

We will also give you TFN days' advance notice should this policy be cancelled prior to its normal expiration.

This certificate of insurance is not an insurance policy and does not amend, extend or alter the coverage afforded by the policies listed herein. Notwithstanding any requirement, term, or condition of any contract or other document with respect to which this certificate of insurance 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

AUTHORIZED REPRESENTATIVE

PRESIDENT

EMPLOYER'S LIABILITY LIMIT INCLUDING DEFENSE COSTS: \$1,000,000 PER OCCURRENCE.

ENDORSEMENT #2065 ENTITLED CERTIFICATE HOLDERS' NOTICE EFFECTIVE 05/01/99 IS ATTACHED TO AND FORMS A PART OF THIS POLICY.

EMPLOYER

NORTHWEST HYDRAULIC CONSULTANTS, ÎNC. 16300 CHRISTENSEN RD, STE 3.50 SEATTLE WA 98188



WILLIS CORROON

May 6, 1999



County of Santa Cruz Attn: John Fanthan Director of Public Works 701 Ocean Street Santa Cruz, CA 95060

Dear Certificate Holder:

Enclosed is the Certificate of Insurance issued on behalf of Northwest Hydraulic Consultants, Inc.

Should you have any questions please feel free to call.

Sincerely yours,

Willis Corroon Corporation of Seattle

Enclosure

cc: Northwest Hydraulic Consultants, Inc.
 Hartford Insurance Company of the Midwest
 Continental Casualty Company



Willis Corroon

Corporation of

Seattle

Insurance

Bonds

Benefits

Risk Management

701 Fifth Avenue 4200 Columbia Center

PO Box 34201

(Zip 98124)

Seattle, WA 98104

Telephone 206-386-7400

Fax206-386-7960

ACORD, CERTIF	ICATE OF LIABILI	TY INSL	JRANCE	PAGE 1 OF 2	DATE (MM/DD/YY) 6-MAY-1999
PRODUCER Willis Corroon Corporation of S	67686	THIS CERT	IFICATE IS ISSI	JED AS A MATTER O	F INFORMATION
P. O. Box 34201	A .	HOLDER	D CONFERS NO THIS CERTIFICA	O RIGHTS UPON TH	E CERTIFICATE
701 Fifth Avenue	01/1/	ALTER TH	E COVERAGE A	FFORDED BY THE PO	DLICIES BELOW.
4200 Columbia Center			COMPANIES	AFFORDING COVERA	GE 607
Seattle WA 98124 (206) 386-7400	du il	COMPANY Har	tford Insurance	Company of the Midw	vest
Rosanne Smith	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	A			WORKS
NSURED			ntinental Casual	ty Company	
			A Risk Managen		· [2]
Northwest Hydraulic	Consultants, Inc.			HAY	11 1900
16300 Christensen R	oad	COMPANY		\	2000
Suite 350				\03/A	
Attn: Julie Neutzman Tukwila WA 98	188-3418	COMPANY		XX.	CRUZ, CR
	100-0410				
COVERAGES	DUCIES OF INSURANCE LISTED BELOW I	LAVE DEEN ISSUE	ED TO THE INCHES	D NAMED ABOVE FOR TH	E DOLICY DEDICE
	NY REQUIREMENT, TERM OR CONDITION				
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	F SUCH POUCIES. LIMITS SHOWN MAY H		-	T .	
TR TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMIT	rs
		DATE (MM/DD/TT)	DATE (MM/DD/FT)	1	
GENERAL LIABILITY				GENERAL AGGREGATE	\$ 2,000,000
X COMMERCIAL GENERAL LIABILITY	52UUCHV0171	04-DEC-1998	04-DEC-1999	PRODUCTS-COMP/OP AGG	\$ 2.000.000
CLAIMS MADE X OCCUR				PERSONAL & ADVINJURY	\$ 1.000.000
OWNER'S & CONTRACTOR'S PROT				EACH OCCURRENCE	\$ 1,000,000
X WA Stop Gap				FIRE DAMAGE (Any one fire)	\$ 300,000
		_		MED EXP (Any one person)	\$ 10,000
A X ANY AUTO	52UUCHV0171	04-DEC-1998	04-DEC-1999	COMBINED SINGLE LIMIT	\$ 1,000,000
ALL OWNED AUTOS				BODILY INJURY (Per person)	\$
X HIRED AUTOS					<u> </u>
				BODILY INJURY (Per accident)	\$
NON-OWNED AUTOS				(Fer accident)	
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County of Santa Cruz		EXPIRATION	DATE THEREOF, THE	E ISSUING COMPANY WILL E	NDEAVOR TO MAIL
Attn: John Fanthan		2.0		O THE CERTIFICATE HOLDER	
Director of Public Works	5	BUT FAILUR	E TO MAIL SUCH NO	TICE SHALL IMPOSE NO OBL	IGATION OR LIABILITY
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CERTIFICATE OF INSURANCE

PAGE 2 OF 2

SSUE DATE (MM/DD/YY)
6-MAY-1999

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.

INSURED

67686

PRODUCER
Willis Corroon Corooration of Seattle
P. 0. Box 34201 .
701 Fifth Avenue
4200 Columbia Center
Seattle W A 98124
(206) 3867400

608

Attn: Julie Neutzman
Tukwila WA 98188-3418

16300 Christensen Road

Northwest Hydraulic Consultants, Inc.

COVERAGES

T'HIS IS TO CERTIFYTHAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOI 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. LIMITS MAY HAVE BEEN REDUCED BY PAID CLAIMS.

TYPE OF INSURANCE

Suite 350

POUCY NUMBER

POLICY EFFECTIVE
DATE (MM/DD/YY)

Rosanne Smith

POLICY EXPIRATION

LIMITS

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS
"General Liability policy grants automatic Additional Insured status if agreed by Named Insured under a written contract or agreement or permit". Additional Insured status does not apply on Professional Liability.

RE: Independent Contractor Agreement

"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."

Coverages afforded are on a Primary basis.

CERTIFICATE HOLDER

County of Santa Cruz
Attn: John Fanthan
Director of Public Works
701 Ocean Street
Santa Cruz CA 95060

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED **POLICIES** BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 3.0 DAYS WRITTEN NOTICE TO THE **CERTIFICATE** HOLDER NAMED TO THE **LEFT**, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO **OBLIGATION** OR **LIABILITY** OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Shim Andre G WILLIS CORROON 1995

WILLIS CORROON 25WC1 (9/95)

GLALPROF

ndrthwest hydraulic consultants inc.

Sacramento Vancouver edmonton seattle



3950 industrial boulevard, suite 100c west Sacramento, California 95691-3430

(916) 371-7475 - fax (916) 371-7400

April 6, 1999

Patrice Johnson, P.E. County of Santa Cruz 701 Ocean Street

Santa Cruz, CA 95060-4070



Dear Ms. Johnson:

Per our recent telephone conversations, Northwest Hydraulic Consultants (nhc) has separated the hydrologic, hydraulic, and geomorphic study of Soquel Creek into two projects. The first project includes only those items in the immediate vicinity of the bridge. For that project, nhc will work as a subconsultant to Buckland & Taylor. The second project, an overall analysis of the stream, includes all remaining items of the study, and for this project nhc will contract directly with Santa Cruz County.

As we have discussed in past conversations, these two projects must occur at the same time. While we can separate the overall project into two distinct smaller projects for accounting purposes, there are tasks in each project that are necessary for the other project to proceed. Neither project can be successfully started without the other project.

Included with this letter is a scope of work for the stream analysis project and a detailed cost estimate for the project. The scope of work and cost estimate include survey work which will be performed by DeWitt and Associates. The cost estimate for the survey work is based on a detailed cost estimate that Robert DeWitt sent to you on March 3 1, 1999. The survey cost estimate has been increased \$150 to include any direct expenses that the surveyors may have and has been increased 5% to cover associated costs that nhc will incur while administering the contract for the work.

If you have any questions about the scope of work or cost estimate, please call me at (9 16) 371-7400.

Sincerely,

Northwest Hydraulic Consultants, Inc.

Martin K. Fisher, P.E.

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Scope of Work

Soquel Drive Bridge Project Hydrologic, Hydraulic & Geomorphic Studies

- 1. **Review Literature** Review previously conducted hydrologic, hydraulic, and geomorphic studies of Soquel Creek. This will include reviewing specific studies in the area of Soquel Village, and general studies of the entire basin. This review will determine the amount of data available which can be used for the analysis of Soquel Creek. The review will also determine where specific data necessary for the analysis of channel modifications related to the Soquel Drive bridge replacement project is lacking and thus what will need to be provided by the new analysis.
- 2. **Meetings** Attend meetings with Santa Cruz County staff and public meetings.
 - a. County Staff Attend meetings with Santa Cruz County Public Works and Planning Department staff. An initial meeting, held prior to analysis, will ensure that the analysis will include all related items necessary for the design and construction of the bridge. The initial meeting will also provide NHC with any pertinent information that Santa Cruz County staff has obtained regarding hydrology, hydraulics, or geomorphology of Soquel Creek which does not appear in any of the published literature. Meetings held after the analysis has begun should coincide with 30 percent and 90 percent completion of the project design. These later meetings will provide opportunities to review and discuss the analysis performed by NHC, ensure that all items necessary for the analysis and design of the stream modifications have been covered, and update the stream analysis with any changes that have occurred as a result of the bridge project design.
 - b. **Public** Attend **two** public meetings during the design of the project. These meetings should coincide with 30 percent and 90 percent completion of the project design. Prepare visual aids related to the hydrologic, hydraulic, and geomorphic analyses for the meetings. Explain the findings of the hydrologic, hydraulic and geomorphic analyses and answer related questions that the public may have. Document any pertinent comments provided by private citizens during the meetings and incorporate this information into the hydrologic and hydraulic analysis.
- 3. **Survey** Conduct a survey of the creek channel from the Porter Street bridge to approximately 250 meters upstream of the Soquel Drive bridge. Where possible, channel cross sections will be surveyed at locations with historic data to allow comparison of channel geometry and assist in determining channel stability. If **necessary**, some points in the floodplain will also be surveyed to supplement the data provided on the existing contour maps of the floodplain. All survey data will be input into **AutoCAD** files to facilitate multiple uses of the data (e.g., hydraulic modeling, geomorphic analysis, floodplain mapping) and long term accessibility.
- **4. Geomorphic Assessment –** Assess the stability of the creek channel and future woody debris recruitment potential.
 - a. **Channel Stability** Analyze Soquel Creek from approximately 1 kilometer upstream of Soquel Drive to the mouth of the creek for historic lateral and vertical stability. A

qualitative assessment of future trends in channel stability will be provided. The analysis will be done by reviewing current and historic aerial photographs, maps, channel cross sections, and geologic records, by reviewing data collected in Tasks 1 and 2, and by inspecting the site. NHC will coordinate with the geotechnical subconsultant for the bridge design project to obtain borings of the stream bank material and gradations of the channel bed material as necessary for this task.

- b. Woody Debris Recruitment Provide a reconnaissance level assessment of future woody debris recruitment by the creek as a result of lateral movement of the creek or geologic processes in the watershed. This assessment will be accomplished by reviewing the same materials used for the channel stability analysis. The woody debris recruitment assessment will help identify the potential for future log jams at Soquel Drive for each the proposed bridge alternatives.
- c. Channel Modifications Develop recommendations for modifications to the channel in the general vicinity of the bridge. The intent of these modifications will be to create a stable channel based on geomorphic characteristics observed during the review of Soquel Creek.
- **5. Hydrologic Analysis** Develop an updated flood frequency curve for **Soquel** Creek at the Soquel Drive Bridge. Gather all peak flow data from the USGS stream gage (#11160000) located just downstream of the project site. Determine the flow at the bridge for floods with a recurrence interval of 2, 5, 10, 30, 50, and 100 years. Compare this flood frequency curve with those that have been previously developed by FEMA, the Corps of Engineers, and other studies of **Soquel** Creek.
- **6. Hydraulic Analysis** Analyze the hydraulics of Soquel Creek in the vicinity of the project.
 - a. **Develop Geometric Data** Use surveyed cross sections to develop channel geometry for hydraulic modeling. Use existing aerial photo contour maps to determine floodplain geometry for hydraulic modeling. If necessary, use surveyed spot elevations at critical locations in the floodplain to supplement data from the existing aerial photo contour maps when developing floodplain geometry for hydraulic modeling.
 - b. Channel Modifications -Modify the hydraulic model input data to simulate modifications to the creek channel that would improve hydraulic conveyance. Channel modifications include reducing vegetation in the channel and changing the channel geometry. Changes to channel geometry would include making the channel at critical locations in the general vicinity of the bridge match typical stable channel geometry of Soquel Creek as determined by the geomorphic analysis. Changes to channel geometry will also include creating channel configurations that provide more hydraulic conveyance than the existing channel geometry. Compare the hydraulics of the creek upstream and downstream of the bridge crossing with no channel modifications in place to those of the creek with the various channel modifications in place to determine the benefits of modifying the channel.
 - c. Woody Debris Evaluate the ability of the proposed bridges to convey the type of woody debris commonly found in Soquel Creek during peak flows. If blockage of the proposed bridge opening will occur from woody debris, determine for each proposed bridge alternative the increased water surface elevation due to blockage at various flow

- rates. If the proposed bridges are determined to pass the woody debris, evaluate downstream bridges for potential of catching woody debris and creating log jams.
- d. **Flood Storage** Determine the flood storage capacity upstream of the **Soquel** Drive Bridge and how it may be affected if hydraulic conveyance through the bridge is improved by the proposed bridge alternatives. Primarily this **will** determine if the flow rate will increase downstream of the bridge due to elimination of woody debris jams at the bridge during a flood. If flow rates increase downstream of the Soquel Drive Bridge, determine the impacts caused by the increased flow.
- e. **Floodplains** For the existing conditions and for the preferred bridge alternative, determine a detailed boundary for the 30, 50, and 100 year recurrence interval floods from the Highway 1 bridge to a few hundred meters upstream of the project. For all other alternatives, develop an approximate boundary for the 30, 50, and 100 year recurrence interval floods. The detailed boundaries for the existing conditions and the approximate boundaries for all design alternatives will be developed prior to selection of a preferred alternative. The detailed boundary for the preferred alternative will be developed for the 90 percent project design review. The detailed boundaries will accurately show the floodplain locations, but will not be as highly detailed as Flood Insurance Rate Studies.
- 7. **Documentation** Prepare reports and maps that document the various analyses performed in the above tasks.
 - a. **Reports** Prepare a report that discusses all of the hydrologic, hydraulic, and geomorphic analyses performed. Include a summary of the findings and also detailed data from the various analyses in the report. Submit an administrative draft for review by Santa Cruz County at 30 percent completion of the project design. Revise the report based on comments from Santa Cruz County. Submit a draft for public review at 90 percent completion of the project design. Revise the report based on comments from the public and comments from Santa Cruz County.
 - b. **Maps** For the existing conditions and for the preferred alternative, develop detailed maps of the floodplain for the 30, 50, and 100 year recurrence interval floods for the area from the Highway 1 Bridge to a few hundred meters upstream of the Soquel Drive Bridge. For all other alternatives, develop maps of the approximate floodplain for the 30, 50, and 100 year recurrence interval floods. The detailed maps for the existing conditions and the approximate maps for all design alternatives will be developed prior to selection of a preferred alternative. The detailed maps for the preferred alternative will be developed for the 90 percent project design review.-The detailed maps will accurately show the floodplain boundaries, but will not be as highly detailed as Flood Insurance Rate Study maps.
 - c. **Environmental Documents** Assist the environmental subconsultant in preparing the necessary environmental documents. Provide hydrologic, hydraulic, and geomorphic data, which may not be part of the engineering design but is required for environmental documentation, to the environmental subconsultant upon request.

NHCCOST PROPOSAL

PROJECT: Soquel Drive Bridge - Stream Analysis

DATE: 4/5/99 BY: mkf

Task Description	ii ii _{pe} i	se	e	je	sincati Vd∵	wp	sub1	ilianit	Cost	Direct Cost	ı ask Cost
Tasks											
1 Review Available Information	2		16	81	81	4			2706	100	
2 Meetings											
a. Attend Meetings w/ County Staff	6		18				1		2346	200	
b. Prepare Far Public Meetings	2	İ	8	2	8	8			1879	100	
C. Attend Public Meetings			12						969	200	
3 Survey									1		-
a. Coordinate w/ Surveyor			16					-	1292		
b. Conduct Survey					-		\$12,863			12863	
4 Geomorphic Assessment				Î				33			
a. Gather Imaps, Achai Dhiolos, al Il Giuss Sculluns				8	12	4			1337	200	
b. Site Inspection	8		8	8					2327	-ശ	
c. Analyze Geomorphology	2		8	24					2415		
5 Hydrologic Analysis										-	
a. Collect Data And Compute Flows			8	8					1136		
b. Compare Results	2		4						621		
6 Hydraulic Analysis										100	
a. Evaluate Channel Modifications	2		40	8					4018		
b. Evaluate Woodv Debris/Loo Jams	4		16						1667		
c. Evaluate Flood Storage			8		12				1306		
d. Determine Floodplain Boundaries	8		48	16	60				9347		
7 Documentation										100	
a. Channel Stability Assessment	4	ı	41	16	J	4] .		20851	1	
b. Woody Debris Assessment	4		8	8		4			19181		
c. Summarv Of Hvdroloaic Analysis	2		61		4	4			11881		
d. Summary Provide Information Of Hydraulic For Analysis Environmental Reports	4		16		8	2			1887		
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Legend:

pe - principal engineer

se - senior engineer

e • engineer

je -junior engineer

t/d - technical/drafting

wp - word processor

sub1 - survey subconsultant

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