

# County of Santa Cruz 0365

## DEPARTMENT OF PUBLIC WORKS

701 OCEAN STREET, ROOM 410, SANTA CRUZ, CA 95060  
(831) 454-2160 FAX (831) 454-2385 TDD (831) 454-2123

JOHN A. FANTHAM  
DIRECTOR OF PUBLIC WORKS

### AGENDA: AUGUST 3, 1999

July 22, 1999

#### SANTA CRUZ COUNTY BOARD OF SUPERVISORS

701 Ocean Street

Santa Cruz, California 95060

SUBJECT: PAVEMENT MANAGEMENT SYSTEM UPDATE

#### Members of the Board:

As your Board is aware, it is mandated by California State Assembly Bill 471 that any jurisdiction using funds programmed in the State Transportation Improvement Program (STIP) needs to have a Pavement Management System. In June 1995 Public Works contracted with Nichols Consulting Engineers to provide a Pavement Management System for the County. It is also required that all arterial and collector routes be resurveyed and the Pavement Condition Index be updated approximately every two years. Due to severe storm-related road damage over the 1996, 1997, and 1998 winters, this update has been delayed until now.

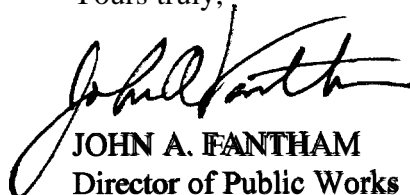
Nichols Consulting Engineers has submitted a proposal to update the County's Pavement Management System. The proposal will provide pavement condition surveys for roads located within the County maintained road system. Nichols Consulting Engineers' cost for updating the Pavement Management System is \$52,300. Funding is available in the 1999/2000 Budget approved by your Board, using County Service Area No. 9D funds.

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

1. Approve the independent contractor agreement with Nichols Consulting Engineers in a not-to-exceed amount of \$52,300.
2. Authorize the Director of Public Works to sign the agreement on behalf of the County.

3. Direct the Clerk of the Board to return the fully executed copy of the agreement to Public Works.

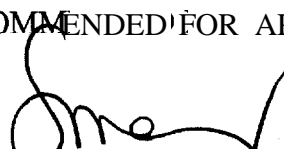
Yours truly,

  
JOHN A. FANTHAM  
Director of Public Works

IES:mg

Attachments

RECOMMENDED FOR APPROVAL:

  
\_\_\_\_\_  
County Administrative Officer

Copy to: Public Works  
Nichols Consulting Engineers

PMSM

INDEPENDENT CONTRACTOR AGREEMENT

THIS CONTRACT is entered into this 3rd day of August 1999, 1999, by and between the COUNTY OF SANTA CRUZ, hereinafter called COUNTY, and NICHOLS CONSULTING ENGINEERS, hereinafter called CONTRACTOR. The parties agree as follows:

1. CONTRACTOR agrees to exercise special skill to accomplish the following result: Tasks A-D in the attached Scope of Work.

2. COMPENSATION. In consideration for CONTRACTOR accomplishing said result, COUNTY agrees to pay CONTRACTOR as follows: Progress payments not to exceed \$52,300

3. TERM. The term of this contract shall be: From approval of contract to June 30, 2000.

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

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:

John Swenson  
County of Santa Cruz 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:

John Swenson  
County of Santa Cruz 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 CONTRACTORS 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 attachment: Scope of Work

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

COUNTY OF SANTA CRUZ

By: \_\_\_\_\_  
Director of Public Works

CONTRACTOR  
Nichols Consulting Engineering

By: Mary R. Erchul  
Mary R. Erchul, Division Manager

Address: 104 West Walnut Avenue  
Suite 201  
Santa Cruz, CA 95060

Telephone: (83 1) 469-4823

APPROVED AS TO FORM:

By: D. McRae 722-99  
Chief Assistant County Counsel

DISTRIBUTION: Auditor-Controller  
Contractor  
Public Works

JES:mg

PMS1M





**Nichols • Vallerger & Associates**  
Pavement & Materials Engineering

A Division of Nichols Consulting Engineers, Chtd

373

June 28, 1999

Mr. John Swenson  
Civil Engineer  
Department of Public Works  
County of Santa Cruz  
701 Ocean Street, Room 410  
Santa Cruz, CA 95060

**Re: Proposal for Pavement Management System Update**

Dear Mr. Swenson:

Thank you for asking Nichols • Vallerger & Associates (NV&A) to submit a cost estimate for the above subject project. As per our discussions, California State Assembly Bill 471, states that any jurisdiction using funds programmed in the State Transportation Improvement Program (STIP) needs to have a Pavement Management System (PMS). The requirements are that all arterial and collector routes need to be surveyed and pavement condition index (PCI) updated every two years.

This letter summarizes the scope of work and cost for NV&A to perform a pavement management system update for the County of Santa Cruz. The scope of work is as described in the paragraphs below.

**Scope of Work**

**Task A. Condition Surveys/PCI Calculations**

NV&A shall perform pavement condition surveys on 100% of arterial and collector routes and 50% of residential routes. The pavement condition survey shall be performed in accordance with the MTC Pavement Distress Identification Manual. A minimum of one sample unit per section shall be inspected. Approximately one sample unit shall be inspected for each 1,000 lineal feet of roadway. Any variation from the established procedures shall be to accommodate unique local conditions (e.g. chip seals over Portland cement concrete pavements) and shall be reviewed with the County. Any areas which are not typical of the entire section shall be inspected and recorded as a special sample unit.

In addition, NV&A will re-sectionalize, as necessary any of the sections in the existing database. Typically, re-sectionalization will be required due to maintenance and rehabilitation actions performed.

Typically, a one or two person crew shall perform the condition surveys. It is assumed that approximately 1265 sample units will require inspection.

The distress data shall be recorded in the field onto field survey forms and data entry shall be performed by NV&A staff. NV&A shall be responsible for providing all equipment necessary for performance of this task. Should County personnel wish to observe NV&A's crews during this task, one day's notice shall be required.

104 Walnut Avenue, Ste 201  
Santa Cruz, CA 95060

831. 469. 4823

831. 469. 4589 fax

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After the condition survey data has been entered into the database, the database shall be reviewed by NV&A for errors and errors shall be corrected prior to performing calculations. Next, the Pavement Condition Index (PCI) shall be calculated using the PCI calculation module in the MTC software. The output data shall be checked for errors and any errors shall be corrected. At the completion of this task, a printout of the PCI Report shall be provided to the County for review.

***The County shall provide the following items to NV&A:***

- A contact person to address any questions that may arise during the condition survey work. These questions typically are related to issues such as jurisdiction, ownership of roads, and limits of sections.

***The deliverables for this task shall include:***

- One copy of the Inspection Unit Report.
- One copy of the Pavement Condition Index (PCI) Report.

**Task B. M&R Strategies and Budgetary Analyses**

Upon completion of Task A, NV&A shall perform budgetary analyses using the MTC software. The following subtasks shall be performed:

**Subtask C.1 M&R Strategies**

NV&A shall review with the County the maintenance and rehabilitation (M&R) strategies that are desired for this project. This shall include the selection of appropriate treatments such as chip seals or overlays, and the determination of the construction costs. This would also be an appropriate time to review the use of new treatments or materials, such as rubberized asphalt, or rubberized chip seals.

All modifications shall be noted and summarized in a report to the County.

The M&R alternatives are used to determine effective treatments for each road section based upon the condition, pavement type, and functional class. Once the M&R alternatives are defined, a unit cost shall be determined for each alternative. These alternatives and costs shall be entered into the PMS database.

**Subtask C.2 Budget Needs**

NV&A shall perform one Budget Needs analysis using an analysis period to be determined by the County to identify M&R requirements for each road section and to determine the total maintenance and rehabilitation requirements over the period. The Needs analysis identifies road sections that need treatment and applies the M&R decision trees to each section. The costs are then summed for the entire period. This forms the basis for the Budget Scenarios module which optimizes the pavements for repair given a constrained budget. The analysis period can be varied from five to twenty years.

***Subtask C.3 Budget Scenarios***

The Budget Scenarios module uses a weighted effectiveness rating to prioritize sections for repair. The effectiveness rating is defined as the area under a pavement performance curve. The effectiveness rating is weighted to place a higher priority on certain roads, such as arterials and collectors.

NV&A shall perform up to three budget scenario calculations for the County, based on input from County staff. We shall also provide recommendations concerning funding scenarios and selected road sections for rehabilitation.

***The County shall provide the following items to NV&A:***

- A contact person to address maintenance and rehabilitation strategies and costs with NV&A staff for the County.

***The deliverables for this task shall include:***

- One copy of a report summarizing modifications made to the maintenance and rehabilitation decision trees.
- One copy of the Budget Needs Report.
- One copy of all Budget Scenarios Reports.
- One copy of the County's PMS database on disk.

**Task C. Executive Summary**

Upon completion of the above tasks, NV&A shall prepare an executive summary. The report shall include information on the overall condition of the County's road network, as well as results of the analyses performed in the previous tasks.

***The deliverables for this task shall include:***

- One copy of the Executive Summary.

**Task D. Technical Support Services**

NV&A is available on an on-call, as-needed basis for 40 hours of training and any further technical assistance the County of Santa Cruz may require. Technical assistance may be in the form of telephone or on-site consultations. Also, under this task NV&A will assist the County in linking the MTC PMS to the County's existing GIS.

### Project Schedule

The following is an estimate of the time required to complete the PMS update for the County of Santa Cruz:

Task Description	Number of Working Days to Complete Task
Task A. Condition Surveys/PCI Calculations	50 (10 weeks)
Task B. M & R Strategies/Budgetary Analyses	15 (3 weeks)
Task C. Executive Summary	5 (1 week)
<b>PROJECT TOTAL</b>	<b>70 (14 weeks)</b>

### Cost Estimate

Task Description	cost
Task A. Condition Surveys/PCI Calculations	\$39,600
Task B. M & R Strategies/Budgetary Analyses	\$ 6,600
Task C. Executive Summary	\$ 3,600
Task D. Technical Support Services	\$ 2,500
<b>PROJECT TOTAL</b>	<b>\$52,300<sup>1</sup></b>

Should additional work be performed, NV&A's fee schedule and general conditions shall apply (see attached).

Should you have any questions, please do not hesitate to contact me at (831) 469-4823.

Sincerely,  
**NICHOLS . VALLERGA & ASSOCIATES**

*May R. Erchul*

May R. Erchul  
Division Manager

Attachments (2)

POLICY NUMBER: 1410425-98  
 CERTIFICATE EXPIRES: 12-1-99

23 24 25 26 27 28 29 30 31 - 12 3 4 5 6 7 8 9 10 11 12

▲

JUN 1999

RECEIVED

PUBLIC WORKS DEPT  
SANTA CRUZ, CA.

JES  
ACCT  
File

This policy is not subject to cancellation by the Fund except upon ~~30~~ <sup>30</sup> days' advance written notice to the employer.

We will also give you ~~ten~~ 30 days' advance notice should this policy be cancelled prior to its normal expiration.

*Tom Hansen*  
AUTHORIZED REPRESENTATIVE

KC Bollier  
PRESIDENT

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

ENDORSEMENT #2065 ENTITLED CERTIFICATE HOLDERS' NOTICE EFFECTIVE 12-01-98 IS ATTACHED TO AND FORMS A PART OF THIS POLICY.

EMPLOYER

Nichols Consulting & Engineers CHTD  
dba Nichols Vallerga & Assoc.  
1885 S. Arlington #111  
Reno, NV 89509

## ACORD CERTIFICATE OF LIABILITY INSURANCE

NICHOL-1

06/29/99

PRODUCER

A and H Insurance, Inc.  
PO Box 7340  
Reno NV 09510

William Heilig

Phone No 775-829-2600 Fax No. 775-829-2607  
INSURED

Nichols Consulting Engineers,  
Chtd., DBA: Nichols Vallerga  
6 Assoc.  
104 Walnut Ave., #201  
Santa Cruz CA 95060

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.

## COMPANIES AFFORDING COVERAGE

COMPANY  
A CNA Insurance Companies 0377

COMPANY  
B

COMPANY  
C

COMPANY  
D

## COVERAGES

THIS IS TO CERTIFY THAT 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 CONTRACTOR 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 SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> OWNER'S & CONTRACTOR'S PROT	BAPP1069021152	05/17/99	05/17/00	GENERAL AGGREGATE \$2,000,000 PRODUCTS - COM/OP AGG \$2,000,000 PERSONAL & ADV INJURY \$1,000,000 EACH OCCURRENCE \$1,000,000 FIRE DAMAGE (Any one fire) \$100,000 MED EXP (Any one person) \$10,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	BUA1069021166	05/17/99	05/17/00	COMBINED SINGLE LIMIT \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY, EA ACCIDENT \$ OTHER THAN AUTO ONLY, \$ EACH ACCIDENT \$ AGGREGATE \$
A	EXCESS LIABILITY <input checked="" type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM	169021152	05/17/99	05/17/00	EACH OCCURRENCE \$1,000,000 AGGREGATE \$1,000,000 Retained \$10,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY THE PROPRIETOR, PARTNERS/EXECUTIVE OFFICERS ARE: <input type="checkbox"/> INCL TBD <input type="checkbox"/> EXCL CALIFORNIA WORK. COMP.		05/17/99	05/17/00	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input checked="" type="checkbox"/> OTHER EL EACH ACCIDENT \$1,000,000 EL DISEASE - POLICY LIMIT \$1,000,000 EL DISEASE - EA EMPLOYEE \$1,000,000
A	Prop. & IM	1 69021152	05/17/99	05/17/00	Property \$280,000 Ded. \$500.

## DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

Professional Liability - \$1,000,000. Each Claim \$10,000. Deductible The  
County of Santa Cruz is hereby Added as an additional insured as respects to  
the operations of the named Insured.

## CERTIFICATE HOLDER

Santa Cruz County Public  
Works Department  
701 Ocean St., Rm 410  
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  
30 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

William Heilig

ACORD 25-S (1/95)

ACORD CORPORATION 1988

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COUNTY OF SANTA CRUZ  
REQUEST FOR APPROVAL OF AGREEMENT

379

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

FROM:

PUBLIC WORKS

(Dept.)

(Signature)

(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)  
NICHOLS CONSULTING ENGINEERS  
and 104 WEST WALNUT AVENUE, SUITE 201, SANTA CRUZ, CA 95060 (Name & Address)

2. The agreement will provide UPDATE THE COUNTY'S PAVEMENT MANAGEMENT SYSTEM BY SURVEYING  
100 PERCENT OF ARTERIALS AND COLLECTORS, AND 50 PERCENT OF RESIDENTIAL ROUTES.

3. The agreement is needed BECAUSE THE WORK CAN BE DONE MOST EXPEDITIOUSLY BY CONTRACT

4. Period of the agreement is from BOARD APPROVAL to JUNE 30, 2000

5. Anticipated cost is \$ \$52,300 (Fixed amount; Monthly rate; Not to exceed)

6. Remarks: CONTRACT \$52,300; OVERHEAD @ 7% \$3,661; TOTAL CONTRACT \$55,961

Agenda 8/3/99  
7. Appropriations are budgeted in 622130 !2260! 3665! \$17,259  
622135 !22706! 3665! \$22,489 (Index#) 3590 (Subobject)  
622140 !22806! 3665! \$12,552

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

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

Contract No. CO 91897 Date 7/22/99

GARY A. KNUTSON, Auditor - Controller

By Ronald J. Silva 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 PUBLIC WORKS DEPARTMENT

(Agency).

County Administrative Officer

Remarks:

(Analyst)

By \_\_\_\_\_ Date \_\_\_\_\_

Agreement approved as to form. Date \_\_\_\_\_

JES:mg

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