



County of Santa Cruz⁰⁴⁰⁷

DEPARTMENT OF PUBLIC WORKS

701 OCEAN STREET, ROOM 410, SANTA CRUZ, CA 95060
(631) 454-2160 FAX (831) 464-2385 TDD (831) 464-2123

JOHN A. FANTHAM
DIRECTOR OF PUBLIC WORKS

AGENDA: OCTOBER 5, 1999

September 23, 1999

SANTA CRUZ COUNTY BOARD OF SUPERVISORS

701 Ocean Street

Santa Cruz, California 95060

**SUBJECT: GRAHAM HILL ROAD IMPROVEMENT PROJECT - NO. RPSTPL-5936 (033)
ROARING CAMP ROAD TO EXISTING CLIMBING LANE
CONTRACT FOR SOILS/GEOLOGIC REPORT**

Members of the Board:

On August 3, 1999, your Board approved an independent contractor agreement to hire the environmental consulting firm of **Brady/LSA Associates** of Berkeley to prepare an initial study/environmental assessment report (**IS/EA**) for the subject project per the California Environmental Quality Act (CEQA) and the federal National Environmental Protection Act (**NEPA**) requirements. To fulfill all the requirements of the **IS/EA**, **Brady/LSA Associates** has requested that the County provide preliminary geotechnical data for the project area, so it may be included in their environmental document. Soils information is required under the **CEQA/NEPA** regulations and the County Planning Department Environmental Review Committee (ERC) guidelines.

The assessment will determine the soil type(s), any known historic landslides or faults, and support recommendations for proposed earth embankment cut and fill slopes. Recommendations for the proposed earth cut and fills are important in determining the limits of future proposed right-of-way/easement-take areas and the number of trees that may ultimately be affected. The proposed work requires the soils consultant to review existing applicable soils reports and data in the area, provide in-field soils mapping, and prepare a report summarizing their findings.


Public Works has selected the local firm of Haro, Kasunich and Associates Inc., of Watsonville to undertake this work because of their considerable soils knowledge of the area. Specifically, Haro, Kasunich and Associates Inc., has completed soils investigative reports for Roaring Camp/Big Trees Railroad Park, Mount Hermon Conference Center, the Santa Cruz City Water Department facility at Zayante Road, and the County Juvenile Probation Center. All these properties are adjacent to the proposed Graham Hill Road Improvement Project area.

Haro, Kasunich and Associates Inc., has submitted a proposal (copy attached) in the amount of \$8,920.00 to complete the above-stated soil investigative services. Funding for this work is available from the State Transportation Improvement Program (STIP) funds included in the 1999/2000 Road Program approved by your Board.

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

1. Approve the attached independent contractor agreement with the soils engineering firm of Haro, Kasunich and Associates Inc., of Watsonville for services to prepare a soils/geotechnical analysis and report for the Graham Hill Road Improvement Project, to be used in conjunction with and to supplement the IS/EA report being prepared by the firm of Brady/LSA Associates Inc., for the not-to-exceed amount of \$8,920.00.
2. Authorize the Director of Public Works to sign the agreement on behalf of the county.

Yours truly,

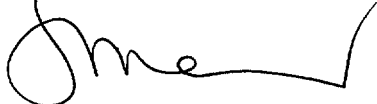


JOHN A. FANTHAM
Director of Public Works

CIV:mg

Attachments

RECOMMENDED FOR APPROVAL:



County Administrative Officer

copy to: Public Works
 Ms. Amy Skewes-Cox, Brady/LSA Associates
 Bill Tyler, California Department of Transportation, Local Assistance
 Ms. Debbie Hale, Santa Cruz County Regional Transportation Commission
 Haro, Kasunich and Associates Inc.

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Contract No. CO 91951**INDEPENDENT CONTRACTOR AGREEMENT**

THIS CONTRACT is **entered** into this 5th y o f October , _____, 1999, by and between the COUNTY OF SANTA CRUZ, hereinafter **called** COUNTY, and HARO, **KASUNICH** AND ASSOCIATES INC., hereinafter called CONTRACTOR. The parties agree as follows:

1. **DUTIES.** CONTRACTOR agrees to exercise special skill to accomplish the following result: PREPARE A **SOILS/GEOTECHNICAL INVESTIGATION AND REPORT FOR THE GRAHAM HILL ROAD IMPROVEMENT PROJECT AS STIPULATED IN THE ATTACHED CONTRACTOR'S PROPOSAL.**
2. **COMPENSATION** ~~In consideration~~ for CONTRACTOR accomplishing said result, COUNTY agrees to pay **CONTRACTOR** as **follows**: NOT TO EXCEED **\$8,920.00.**
3. **TERM.** The term of this contract shall be: FROM THE DATE OF EXECUTION OF THE 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 FORDAMAGES, 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**

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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. **Ty 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,

~~\$1,000,000.00~~ ^{\$500,000 per claim} (4) Professional Liability Insurance in the minimum amount of **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" fin-m, 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

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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
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 fill 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
COUNTY OF SANTA **CRUZ** DEPARTMENT OF **PUBLIC** WORKS
701 OCEAN STREET, ROOM 410
SANTA CRUZ, CA 95060

7. **EQUAL EMPLOYMENT OPPORTUNITY**g 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.

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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 4012) identifying the sex, race, physical or mental disability and job classification of its employees and the names, dates and methods of advertisement and direct solicitation efforts made to subcontract with Minority/Women/Disabled Business Enterprises.

(3) **In** the event of the 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** agreement 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: CONTRACTOR rather than COUNTY has the right to control the manner and means of accomplishing the result contracted for.

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SECONDARY FACTORS: 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 CLAIM& 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.

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14. **ATTACHMENTS** This Agreement includes the following attachments:
PROPOSAL FROM HARO, **KASUNICH** AND ASSOCIATES INC., DATED
SEPTEMBER 13, 1999

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

COUNTY OF SANTA CRUZ

CONTRACTOR
HARO, KASUNICH AND
ASSOCIATES INC.

By: _____
Director of Public Works

By: *Dianne Bresetto for*
Joseph A. Haro
Address: 116 EAST LAKE AVENUE
WATSONVILLE, CA 95076
Telephone: (831) 722-4175

APPROVED AS TO FORM:

By: *Samuel Tan* 9/22/99
Chief Assistant County Counsel

DISTRIBUTION: Auditor-Controller
Contractor
Public Works

CIV:mg

GIM



HARO, KASUNICH AND ASSOCIATES, INC.

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CONSULTING GEOTECHNICAL & COASTAL ENGINEERS

P99-195
31 August 1999
Revised 13 September 1999

COUNTY OF SANTA CRUZ
DEPARTMENT OF PUBLIC WORKS
701 Ocean Street, Room 410
Santa Cruz, California 95060-4070

Attention: Mr. Kim Vester

Subject: Proposal for Geotechnical Services

Reference: Graham Hill Road Improvement Project - 5936(033)
Santa Cruz County, California

Gentlemen:

Haro, Kasunich and Associates is pleased to respond to your request for geotechnical services as outlined in Mr. Bolich's letter of 19 August 1999. Per Mr. Bolich's instructions, the geotechnical services are to be provided in two phases; Phase 1 is a desktop study developed from existing published geologic/geotechnical data; and Phase 2 would be undertaken to address design-level geotechnical issues to enable engineering design of the road improvement project. This proposal focuses on the first phase planning study.

Primarily this project entails road widening. However, due to existing terrain and environmental constraints, steep, high unretained cut banks and embankments are being proposed. The project alignment traverses through a natural drainage environment and regional area of known hillside instability. The preliminary improvement plan indicates the project starts near the Roaring Camp entrance and proceeds eastward along the existing Graham Hill Road for approximately 1,030 ± feet (Station 10+90 + 21+20).

The attached Exhibit A - Graham Hill Road Improvement Project Scope of Work describes our proposed geotechnical related activities. The geotechnical aspects of the project can be approached by a thorough review of available data, including geologic and geotechnical investigation and from "as-built" reports related to projects within the proposed alignment.

Our services will be provided in accordance with the rates shown in our Standard Fee Schedule. Our Cost Proposal identifies specific tasks to be performed as part of the geotechnical studies. Our estimate is based on the available information provided to develop this proposal. Those services not listed, and/or the designers request for additional information beyond this scope of service, is considered extra services and will be billed in accordance with our standard rates.

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Attached are Exhibits A, B and C, which outline the following:

- EXHIBIT A - Graham Hill Road Improvement Project Scope of Work**
- EXHIBIT B - Cost Proposal**
- EXHIBIT C - Standard Fee Schedule**

Compensation and payment for Geotechnical Engineering Services would be in accordance with the following:

1. The current Standard Fee Schedule, a copy of which is attached as Exhibit C.
2. Based upon the present knowledge of the work described herein, the estimated cost for Geotechnical Engineering Services is described in Exhibit B

OWNER-FURNISHED SERVICES

It is understood that the Owner would furnish the following:

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

EXTRA SERVICES

Presentations, Consultations and Construction Observation Services

Presentations and consultation meetings may be required during this study or during public agency review and approval phases of the remedial work after our report is submitted. Construction observation services are necessary during earthwork and during foundation construction. Attendance at meetings, presentations to public agencies, and construction observation will be undertaken on an "as required" basis as authorized by the Client, and will be considered extra services. These services will be billed on a time and material basis.

COMPENSATION FOR SERVICES

Our services will be provided in accordance with the rates and terms shown on our attached Standard Fee Schedule. We estimate the cost to perform the outlined Scope of Services to be approximately \$8,920.00. Refer to the Cost Estimate Summary (Exhibit B) and itemized breakdown,

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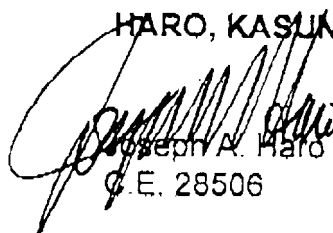
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Additional charges can be incurred should the scope of services need to be expanded or unforeseen circumstances arise, they will be discussed with you and met by negotiating an extension to our contract.

If you have any questions, please call our office. We look forward to working with you on this challenging project.

Very truly yours,

HARO, KASUNICH AND ASSOCIATES,



Joseph A. Haro
C.E. 28506

JAH/dk

Attachments

Copies: 3 to Addressee

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EXHIBIT A
**GRAHAM HILL ROAD IMPROVEMENT PROJECT
PHASE 1 - GEOTECHNICAL PLANNING STUDY**

This exhibit describes the CONSULTANT'S scope of services to address the geologic/geotechnical aspects for the Graham Hill Improvement Project,

The CONSULTANT will evaluate the relevant geologic/soils data available from the County of Santa Cruz Public Works Department and its own files to establish the representative soil conditions within the project area. This data will form the basis for the Phase 2 geotechnical investigation program. The research data will be augmented by field reconnaissance geologic data gathering.

TASK 1 - Consulting Engineering Services:

This task will include review of soils data available from the Public Works Department and our files to establish the geologic conditions and representative subsoil conditions within the project area. The results of this review will constitute the basis of boring site selection and the in situ testing program as part of the expanded study(ies).

Attendance at meetings up to a total of 0.5 man-days during this study will be made to brief the Public Works Project Manager of the findings and discuss design and construction considerations for the project.

TASK 2 - Review of Literature:

We will perform a review of published and unpublished maps and reports in the vicinity of the subject property. We will also examine stereoscopic aerial photographs to help assess potential geologic hazards along the alignment.

TASK 3 - Field Mapping:

We will map the road alignment and ground check any suspected geologic hazards detected by our air-photo analysis. Emphasis will be made to areas that are suspected of or provide evidence of past instability.

TASK 4 - Areas of Review:

We will review the following:

- Regional and site vicinity geology
- Seismological conditions
- Subsurface soils
- Area and site geotechnical conditions
- local topography

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- thickness and engineering character of overburden soils
- description of rock conditions
- special foundation conditions
- possible borrow areas and quarries
- historical hillside stability

TASK 5 - Report Preparation:

Our report will consist of summaries of the geologic/geotechnical conditions and will conclude with a discussion of the relative geotechnical merits of the proposed realignment.

Two copies of a draft report will be submitted for review and comment by the lead agency and LSA. Comments will be reviewed and addressed. These comments will be incorporated into the final draft. We propose to submit six (6) copies of the final report, unless additional copies are otherwise requested.

Additional Services

Unless otherwise stated, fees for any and all extra services will be charged on a time and materials basis per our current Fee Schedule. "Extra services" are those services not specifically outlined in the "Scope of Services" section herein, and in no way shall be limited to the services outlined in this section,

The following services can be provided when specifically requested:

- a) Exploration pits or utility potholing.
- b) Soil exploration investigations.
- c) Meetings beyond that described under Task 1.
- d) Any item of work not specifically covered elsewhere in this **proposal**.

Services Not A Part Of Our Services

The following services are specifically not included as part of our services:

- a) Consideration regarding requirements **and** impacts of construction with respect to construction in easements and streets, utility conflicts, side drain pipes, connection to existing facilities, or maintenance of existing services.
- b) Underground utility conflict review is specifically excluded.
- c) Draft specifications and contract documents,

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- d) Environmental hazards assessment should any material be encountered that require this type of analysis.

Presentations, Meetings and Consultations.

After our draft report is submitted, presentations and consultation **meetings** may be required during agency review and comment phases of the project. Attendance at such meetings or presentations above that described under Task 1 will be taken on an "as-required" basis, as authorized by you, and will be considered extra services as defined above. Services performed in responding to agency reviews and/or LSA are considered extra services as outlined herein.

Contingencies

As out- study proceeds, unforeseen circumstances may require additional studies to be made, i.e focused slope stability analyses and/or other focused geologic/geotechnical studies. This contingency shall be discussed with the Public Works Department and met by negotiating a supplemental contract and/or extension of the initial contract,

Completion Schedule

We are prepared to complete the work described in the "Scope of Services" section within eight (8) weeks of authorization to proceed, weather conditions, availability of equipment and access permitting

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**EXHIBIT B
 GRAHAM HILL ROAD IMPROVEMENT PROJECT
 COST PROPOSAL**

The cost estimate for the geotechnical investigation was prepared in accordance with the work element structure expressed by Task in Exhibit A. The method of estimating used was labor man-days depending on the specific task. The following cost breakdown covers all of the road sections described in the previous pages.

PHASE 1 - GEOLOGIC AND GEOTECHNICAL PLANNING STUDY

TASK 1 - Consulting Engineering Services

Project Manager			
0.75 Man-days @ \$960.00		\$ 720.00	
Staff Geologist			
0.5 Man-days @ \$520.00		\$ 260.00	
			\$ 980.00

TASK 2 - Review of Literature

Project Manager			
0.375 Man-Days @ \$960.00		\$ 360.00	
Geologist			
0.5 Man-days @ \$720.00		\$ 360.00	
Staff Geologist			
1.0 Man-days @ \$520.00		\$ 520.00	
			\$ 1,240.00

TASK 3 - Field Mapping

Geologist			
1.0 Man-days @ \$720.00		\$ 720.00	
Staff Geologist			
2.0 Man-days @ \$520.00		\$ 1,040.00	
Geotechnical Engineer			
0.5 Man-days @ \$960.00		\$ 480.00	
			\$ 2,240.00

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13 September 1999

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TASK 4 - Areas of Review

Geologist		
0.5 Man-days @ \$720.00	\$ 360.00	
Staff Geologist		
2.0 Man-days @ \$520.00	\$ 1,040.00	
Geotechnical Engineer		
1.0 Man-days @ \$960.00	\$ 960.00	
		\$ 2,360.00

TASK 5 - Report Preparation

Project Manager/Geotechnical Engineer		
1.0 Man-days @ \$960.00	\$ 960.00	
Geologist		
0.5 Man-days @ \$720.00	\$ 360.00	
Staff Geologist		
1.5 Man-days @ \$520.00	\$ 780.00	
		<u>\$ 2,100.00</u>

TOTAL \$ 8,920.00

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY) : 04.29.1999

PRODUCER (831)724-1085 FAX (831)724-1089

3K Insurance Agency
006 Freedom Boulevard
P.O. Box 310
Watsonville, CA 95077

Agent: Raquel Fernandez

Ext: 3009

INSURED: Haro-Kasuni ch And Associate
116 East Lake Ave
Watsonville, CA 95076

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 Hartford Insurance Company 0423
COMPANY B Allied Insurance Group
COMPANY C TIG
COMPANY D Zurich RE

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 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 SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

TR	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 CLAIMS MADE <input checked="" type="checkbox"/> OCCUR OWNER'S & CONTRACTOR'S PROT	IAAR062799	06/27/1999	06/27/2000	GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 PERSONAL & ADV INJURY \$ 1,000,000 EACH OCCURRENCE \$ 1,000,000 FIRE DAMAGE (Any one fire) \$ 300,000 MED EXP (Any one person) \$ 5,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS NON-OWNED AUTOS	KCPBA7800607760	04/25/1999	04/25/2000	COMBINED SINGLE LIMIT \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE \$
	GARAGE LIABILITY ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EACH ACCIDENT \$ AGGREGATE \$
	EXCESS LIABILITY UMBRELLA FORM OTHER THAN UMBRELLA FORM				EACH OCCURRENCE \$ AGGREGATE \$
C	WORKERS COMPENSATION AND EMPLOYERS LIABILITY THE PROPRIETOR/PARTNERS/EXECUTIVE OFFICERS ARE: <input checked="" type="checkbox"/> INCL <input checked="" type="checkbox"/> EXCL	WCS80588235	05/07/1999	05/07/2000	EL EACH ACCIDENT \$ 1,000,000 EL DISEASE - POLICY LIMIT \$ 1,000,000 EL DISEASE - EA EMPLOYEE \$ 1,000,000
D	OTHER Professional Liability	ZRU960524	04/12/1999	04/12/2000	\$1,000,000 - Annual Aggregate \$500,000 - Per Claim

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS
11 Operations within the limitations of this policy

Certificate holder named additional insured:

CERTIFICATE HOLDER

copy to - San Cruz - Bus. Serv.
Santa Cruz County Sanitation
District Public Works Dept
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 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT.
~~ANY FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OF LIABILITY ON OR ANY KIND UPON THE COMPANY OR ITS AGENTS OR REPRESENTATIVES.~~

AUTHORIZED REPRESENTATIVE

Raquel Fernandez/RAQUEL

Raquel Fernandez
308

COUNTY OF SANTA CRUZ
REQUEST FOR APPROVAL OF AGREEMENT

0424

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

FROM: PUBLIC WORKS (Dept.)

Yonard Kruger (Signature) 9/23/99 (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)
HARO, KASUNICH AND ASSOCIATES, INC., SOILS ENGINEERS
and 116 EAST LAKE AVENUE, WATSONVILLE, CA 95076 (Name & Address)

2. The agreement will provide FOR A SOILS/GEOTECHNICAL ANALYSIS TO BE INCLUDED AS PART OF
INITIAL STUDY/ENVIRONMENTAL ASSESSMENT FOR THE GRAHAM HILL ROAD IMPROVEMENT
PROJECT FROM ROARING CAMP ROAD TO THE EXISTING CLIMBING LANE IN CONFORMANCE
WITH THE HARO, KASUNICH AND ASSOCIATES, INC. PROPOSAL.

3. The agreement is needed BECAUSE THE WORK CAN BE PERFORMED MOST EXPEDITIOUSLY AND
ECONOMICALLY BY CONTRACT.

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

5. Anticipated cost is \$ 8,920.00 (Fixed amount; Monthly rate; Not to exceed)

6. Remarks: CONTRACT \$8,920.00; 7% OVERHEAD \$624.40; TOTAL \$9,544.40

7. Appropriations are budgeted in 6 2 1 1 0 0 !40265!3665! (Index#) 3590 (Subobject)

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

Appropriations available and have numbered a Contract No. C091951 e 9
are not

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 DEPARTMENT OF PUBLIC WORKS

(Agency). County Administrative Officer

Remarks: (Analyst) By Date

Agreement approved as to form. Date

CIV:ma

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

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
1 9 - - BY _____ Deputy Clerk

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ADM - 29 (6/95)