

Contract No. \_\_\_\_\_

INDEPENDENT CONTRACTOR AGREEMENT

THIS CONTRACT is entered into this 19th day of October, 1999, by and between the COUNTY OF SANTA CRUZ, hereinafter called COUNTY, and DENISE DUFFY AND ASSOCIATES, hereinafter called CONTRACTOR. The parties agree as follows:

1. DUTIES. CONTRACTOR agrees to exercise special skill to accomplish the following result: Prepare NEPA technical studies for the Capitola Road Improvement Project, as described in the attached proposal.

2. COMPENSATION. In consideration for CONTRACTOR accomplishing said result, COUNTY agrees to pay CONTRACTOR as follows: In accordance with the attached proposal, up to a not-to-exceed amount of \$37,932.00.

3. TERM. The term of this contract shall be: From approval of agreement to completion of work.

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 CONTRACTORS performance under the terms of this Agreement, excepting any liability arising out of the sole negligence of the COUNTY. Such indemnification includes any damage to the person(s), or property(ies) of CONTRACTOR and third persons.

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

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

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

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 ~~DD~~ / \_\_\_\_\_

(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 DD / \_\_\_\_\_

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."



# County of Santa Cruz

## DEPARTMENT OF PUBLIC WORKS

701 OCEAN STREET, ROOM 410, SANTA CRUZ, CA 95060-4070  
 (831) 454-2160 FAX (831) 454-2385 TDD (831) 454-2123

JOHN A. FANTHAM  
 DIRECTOR OF PUBLIC WORKS

AGENDA: October 19, 1999

October 6, 1999

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

SUBJECT: PROPOSAL TO PREPARE NATIONAL ENVIRONMENTAL PROTECTION  
 ACT STUDIES FOR THE CAPITOLA ROAD IMPROVEMENT PROJECT

Members of the Board:

Staff currently is preparing improvement plans for the Capitola Road improvement project. Because the project includes funding from federal sources (Intermodal Surface Transportation Enhancement Act and State Transportation Improvement Program), it is necessary to meet the requirements of the National Environmental Protection Act (NEPA) as well as the California Environmental Quality Act (CEQA).

While the CEQA requirements will be addressed in the process of obtaining permits from the County, it is necessary to contract with an environmental consultant for the NEPA required studies. Following a field review of the project by Caltrans, which is responsible for the review and approval of the NEPA documentation, it was determined that the following studies are required: Hazardous Materials, Section 106 (Cultural Resources), Noise Evaluation, Biological Resources (Natural Environment), and Wetlands.

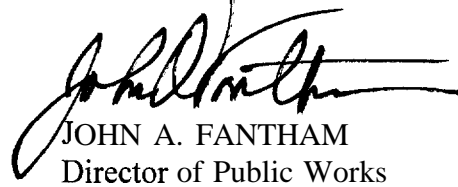
The Department of Public Works sought proposals from three consultants to prepare these studies, but received only one proposal, from Denise Duffy & Associates, of Monterey, with a not-to-exceed cost of \$37,932. Staff has reviewed the proposal and requested several revisions, which have been made by the consultant. The proposal meets the requirements of NEPA, and Caltrans staff is familiar with the work of the consultant and its subconsultants, and has advised us that they can perform the necessary studies.

In order to proceed with the required studies and allow the Capitola Road project to remain on schedule for design and construction, it is necessary for the Board to approve an Independent Contractor Agreement with Denise Duffy & Associates.

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

1. Approve the agreement with Denise Duffy & Associates for preparation of NEPA technical studies for the Capitola Road improvement project in an amount not-to-exceed \$37,932.
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

CDR:cdr

Attachments

RECOMMENDED FOR APPROVAL:



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County Administrative Officer

copy to:       Redevelopment Department  
                  Public Works Department

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

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“This insurance shall not be canceled until after thirty (30) days prior written notice has been given to:

CARL ROM  
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:

CARL ROM  
COUNTY OF SANTA CRUZ  
DEPARTMENT OF PUBLIC WORKS  
701 Ocean Street, Room 410  
Santa Cruz, CA 95060

7. EOUAL 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.

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(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 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,

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

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

12. RETENTION AND AUDIT OF RECORDS. CONTRACTOR shall retain records pertinent to this Agreement for a period of not less than five (5) years after final payment under this Agreement or until a final audit report is accepted by COUNTY, whichever occurs first. CONTRACTOR hereby agrees to be subject to the examination and audit by the Santa Cruz County Auditor-Controller, the Auditor General of the State of California, or the designee of either for a period of five (5) years after final payment under this Agreement,

13. PRESENTATION OF CLAIMS. Presentation and processing of any or all claims arising out of or related to this Agreement shall be made in accordance with the provisions contained in Chapter 1.05 of the Santa Cruz County Code, which by this reference is incorporated herein.

14. ATTACHMENTS. This Agreement includes the following attachments: Proposal, marked Exhibit "A".

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  
By: Denise Duffy  
DENISE DUFFY AND ASSOCIATES

Address: 947 Cass Street, Suite 5  
Monterey, CA 93940-4525  
Telephone: (83 1) 373-4341

APPROVED AS TO FORM:  
By: Karl Ta 11/12/99  
Chief Assistant County Counsel

DISTRIBUTION: Auditor-Controller  
Contractor  
Public Works

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**Exhibit "A"**  
**Proposal and Scope of Work**



**PROPOSAL TO PREPARE NEPA TECHNICAL STUDIES  
FOR THE  
CAPITOLA ROAD IMPROVEMENT PROJECT  
SANTA CRUZ COUNTY, CA**

*Prepared for*

County of Santa Cruz  
Department of Public Works  
701 Ocean Street, Room 410  
Santa Cruz, CA 95060-4070

*Prepared by:*

**Denise Duffy & Associates, Inc.**

*In association with:*

**D&M Consulting Engineers  
P.S. Preservation Services  
Illingworth & Rodkin, inc.  
Biotic Resources Group**

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## **INTRODUCTION**

Denise Duffy & Associates, Inc. (DD&A) is pleased to submit this proposal to prepare the technical studies required under NEPA for the Capitola Road Improvement Project. Our team is well qualified to provide these services to the Santa Cruz County Department of Public Works. We will team with experts in each field to provide all the required studies.

Our team includes Illingworth & Rodkin, Acoustic Engineers; D&M Consulting Engineers; the Biotic Resources Group; and P.S. Preservation Services, with the assistance of Pacific Legacy, Inc. These firms have highly qualified and experienced staff available to provide the required studies.

## PROJECT DESCRIPTION

The Santa Cruz County Department of Public Works plans to make improvements to Capitola Road, a principal arterial between the City of Santa Cruz and the City of Capitola. These improvements include enhancements such as curbs, gutters, sidewalks and median islands along certain stretches of the roadway. At several intersections along Capitola Road, improvements will occupy a full five lanes, and parking spaces will be located in some areas where only three lanes will be used for traffic flow. Storm drain improvements are also included at some locations, as well as street lighting along the entire roadway segment, and additional landscaping improvements. The plans showing the improvements to be evaluated in the technical studies are dated August 1999.

The Department of Public Works has determined that this project qualifies as a Categorical Exclusion under NEPA, with the provision of the required technical studies. Denise Duffy & Associates, in collaboration with technical subconsultants, can provide the Santa Cruz County Department of Public Works with these technical studies. This scope of work does not include preparation of any CEQA documents.

Denise Duffy & Associates, Inc. will provide a report containing a summary of findings and five specific technical studies. These studies, listed below, are described in full in the Work Plan section.

1. Hazardous Materials Study
2. Section 106 (Cultural Resources) Study
3. Noise Evaluation
4. Biological Resources (Natural Environment) Study
5. Wetlands Study

## WORK PLAN

### 1. Hazardous Materials Study

D&M Consulting Engineers will conduct the Hazardous Materials Study required under NEPA for the Capitola Road Improvement Project. This study will consist of “initial site assessments at former or current gas station locations,” including two former known gasoline stations and two current gasoline stations along Capitola Road.

The required initial site assessments will be conducted using only historical research and review of files to be provided by the County of Santa Cruz Environmental Health Service (SCCEHS) for these sites along the subject Capitola Road “corridor”. Based upon this research, the hazardous materials study team will **propose subsurface** investigation at specific sites (as an additional scope of work) only if it appears there is a potential for fuel-impacted materials to be encountered during the project. The following is the proposed scope of work for the “initial site assessments”?

**Task 1A.** Review pertinent maps or documents regarding the subject corridor that **Santa Cruz County Department of Public Works** may be able to provide.

**Task 1B.** **Examine** several sets of stereoscopic aerial photographs and historic topographic maps of the subject corridor available at **McHenry Library** at University of California Santa Cruz, for evidence of historic gasoline stations located in the corridor.

**Task 1C.** Review any readily available historic city directories at the **Santa Cruz City/County Library**, checking listings along the corridor at 5-year intervals or more frequently if judged necessary.

**Task 1D.** Subcontract with a commercial search service to research the availability of Sanborn fire insurance maps of the corridor. Obtain and review any such maps made available.

**Task 1E.** Subcontract with a regulatory-agency-database search service for an environmental records search for underground storage tank or fuel leak sites located within the corridor.

**Task 1F.** Perform a “drive-by reconnaissance” of properties along the subject corridor, noting current or likely former gasoline stations.

**Task 1G.** Review SCCDPW-provided SCCEHS hazardous materials files. Review any other SCCEHS hazardous materials files on other sites found to have underground fuel tanks or fuel leaks in the subject corridor. Conduct telephone interviews with regulatory staff regarding sites of particular

concern at the California Regional Water Quality Control Board, Central Coast Region (RWQCB), and the SCCEHS, as applicable.

**Task 1H.** Review County of Santa Cruz Building Department records of sites suspected to be former gasoline stations.

**Task 1I.** Review geologic maps and literature on file in our office for information on the hydrogeologic setting of the areas in the corridor.

**Task 1J.** Evaluate the locations and potential environmental significance of all gasoline station/fuel leak sites. Determine the potential for fuel-impacted materials to be encountered during the project, considering location and/or severity of fuel tanks and fuel leaks, hydrogeology, and proposed areas and types of improvements.

**Task 1K.** Evaluate the information collected and prepare a report summarizing our findings and conclusions, with recommendations for subsurface investigation in areas only where it appears there is a potential for fuel-impacted materials to be encountered during the project.

The final hazardous materials study report will include a vicinity map, interview notes, a reference list, and a list of aerial photographs used. Any available fire insurance maps and the report of the regulatory database search will be appended to our report.

Please note that in accordance with the SCCDPW's "General Proposal Requirements," our initial assessments will only include research for, and at, former or current gasoline stations, and we will evaluate only the potential for fuel-impacted materials to exist in the subject corridor.

While fuels are the most widespread contaminants by subsurface volume, many other hazardous materials are more toxic and problematic for worker exposure and soil disposal/reuse. Many environmental laws such as Super-fund and ERAP even exclude petroleum products.

## 2. Section 106 Study

P.S. Preservation Services (PS) and Pacific Legacy, Inc. (PL), in cooperation with Caltrans, the Santa Cruz County Department of Public Works, and Denise Duffy & Associates, Inc., will provide the cultural resource studies required for the proposed improvements to Capitola Road. PS will provide all necessary studies and consultation with regard to the historic built environment, while PL will provide all necessary archaeological consultation and research associated with the project, and will assist PS in addressing all potential effects of the project upon archaeological resources. Assessment of project effects will include the potential direct and indirect effects of the project associated with the proposed improvements and any associated staging areas, construction easements, rights-of-way, and utility relocations.

Following approval of the Area of Potential Effects (APE) by FHWA and Caltrans, PS and PL will initiate studies appropriate to the undertaking and the properties included within the APE, in accordance with Caltrans Guidance for Consultants: Procedures for the Protection of Historic Properties - The Section 106 Processes. PL will request a records search of the APE at the appropriate regional information center, to identify previous surveys and previously recorded culturally significant sites and properties within its boundaries. PS and PL will then conduct research and field surveys of the APE in order to identify all resources therein.

Upon completion of the necessary background and field studies, PS will prepare a Historic Architectural Survey Report evaluating all buildings within the APE, as well as evaluations of any bridges or culverts. PL will prepare an Archaeological Survey Report detailing the findings of their research and survey efforts. PS will then prepare a Historic Property Survey Report (HPSR) sufficient to allow concurrence by the State Historic Preservation Officer (SHPO) with its findings regarding the presence or absence of resources within the APE, and regarding their eligibility for inclusion in the National Register of Historic Places.

Because it is impossible to predict at this stage the likelihood of the presence of significant archaeological properties, PL proposes to provide a preliminary archaeological report following professional standards, and assumes the report will be relatively brief. Should additional work be required, such as recording or updating archaeological site records or the need for detailed site evaluation, PL will provide a new scope of work and budget to address these new circumstances.

Dependent upon the findings of the HPSR and the nature of the proposed undertaking PS, with the assistance of PL as appropriate, will prepare a Finding of Effect report that will apply the appropriate criteria in order to assess the effects of the project on any historically significant properties within the APE.

Should the Finding of Effect conclude that any historically significant properties would be adversely affected by the proposed undertaking, PS, with the assistance of PL as

appropriate, will prepare a Memorandum of Agreement stipulating the mitigation measures to be taken. <sup>0500</sup>

**Task 2A.** Once the APE is established, P.S. Preservation Services and Pacific Legacy will conduct a pedestrian surface survey to identify any cultural properties within its boundaries. In conjunction with commencement of the pedestrian surface survey, both firms will research a cultural context within which to place and evaluate any identified properties. The cultural context will also provide the framework in which to place and assess any potential effects to newly-identified cultural properties. To facilitate completion of the project in a timely manner, as much work as possible -- such as survey and cultural context research, will be conducted simultaneously, with both firms coordinating their work.

**Task 2B.** Having prepared any appropriate context studies and conducted the necessary field work, PS will prepare any appropriate technical reports (Historic Architectural Survey Report, Historic Resource Evaluation Report, Bridge Evaluation), applying the eligibility criteria of the National Register of Historic Places to all previously unevaluated resources within the APE, or those requiring reevaluation. PL will prepare any appropriate archaeological survey report. PS will then prepare an HPSR that summarizes the findings of the various technical reports.

**Task 2C.** Because time is always of the essence, we propose to simultaneously prepare a Finding of Effect, by first applying the Criteria of Adverse Effect (36 CFR 800.5) with regard to any properties within the APE that appear to be historically significant. The HPSR, with all appropriate technical reports appended thereto, and the Finding of Effect will be submitted for concurrent processing.

Should the Finding of Effect conclude that the proposed project will have no adverse effect on National Register-listed or -eligible properties, the Section 106 process will conclude with SHPO concurrence in the findings of the HPSR and Finding of Effect.

**Task 2D. (if needed)**

Should the Finding of Effect conclude that the proposed project will have an adverse effect on National Register-listed or -eligible properties, PS will prepare a Memorandum of Agreement stipulating mitigation measures to be carried out, as provided for in the provisions of 36 CFR 800.6(b). Once FHWA and SHPO sign the MOA, the project may proceed in accordance with the MOA.



3. **Noise** Evaluation

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Illingworth & Rodkin, Inc. (I&R), acoustical engineers, will conduct the noise assessment. The study area for this noise assessment will be limited to the three intersections where road widening will occur, as requested by the County. These intersections are: Seventh Avenue, Seventeenth Avenue, and Chanticleer Avenue. The following tasks will be completed for the noise assessment:

**Task 3A.** Identify existing land use activities, developed lands, and undeveloped lands for which development is planned, designed and programmed which may be effected by noise from the Highway.

**Task 3B.** Measure existing worst hourly noise levels at representative critical receiver locations. The noise monitoring survey would include one 24-hour noise measurement at a representative location within the study area in order to determine the hour by hour distributions of noise levels along the roadway. Short-term noise measurements would be made at representative sensitive receptor locations within each segment of the study area where noise levels may change.

**Task 3C.** Predict traffic noise levels using traffic characteristics that will yield the worst hourly traffic noise impact on a regular basis for the design year. I&R will use a traffic noise prediction methodology that meets the following two conditions:

1. Consistent with the FHWA Highway Traffic Noise Prediction Model (Report No. FHWA-RD-77-108), and
2. Using California Vehicle Noise Emission Levels (CALVENO). Our firm utilizes the SOUND32 Caltrans approved computer model and also the new Traffic Noise Model developed by FHWA.

**Task 3D.** Determine traffic noise impacts for areas adjoining the project.

**Task 3E.** If traffic noise impacts are predicted, evaluate noise abatement measures. Preliminary noise abatement design includes acoustical considerations such as noise barrier heights, lengths, location, material, etc.

**Task 3F.** The results of the work done by I&R would be submitted in a noise technical study. The study would address the FHWA Noise Abatement Criteria and the Guidelines set forth in the Santa Cruz County Noise Element of the General Plan. Both NEPA and CEQA requirements would thereby be addressed.

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I&R staff anticipate attending at least one project meeting during preparation of the study. This scope of work does not include attendance by I&R staff at any public meetings or hearings. I&R will provide responses to two rounds of comments from Caltrans and one round of comments from the County as part of this scope of work.

#### **4. Biological Resources Study (NES)**

The Biotic Resources Group, with the services of Dana Bland & Associates, will provide biological consulting services to Denise Duffy & Associates, Inc. for the Capitola Road Improvement Project. Gary Halsey of DD&A will manage and oversee the preparation of the NES. The study area for this analysis will be limited to the portions of Capitola Road where the roadway will be widened beyond the edge of the currently disturbed shoulder areas, as requested by the County. These locations occur along two main segments of Capitola Road: between the Capitola Road Extension and Seventeenth Avenue; and between Chanticleer and Maciel Avenue (north side only). Additional attention will be focused on roadway improvements at creek crossings, such as the tributary to Arana Creek and an unnamed to Schwans Lagoon (near El Dorado Avenue). This scope assumes that project work will not occur at Rodeo Gulch.

**Task 4A.** *Data Gathering and Literature Review.* Ms. Lyons (plant ecologist) and Ms. Bland (wildlife biologist) will gather available background data on the Capitola Road Improvement Project study area as defined above. Databases maintained by California Natural Diversity Database (CNDDDB - Rarefind) and other relevant documents will be accessed for records of special status species in the vicinity of the project. The potential/known occurrence of sensitive plant communities and/or plant species will be ascertained from previous reports on the vicinity, such as the Arana Gulch Greenbelt studies and the Broadway/Brommer Pedestrian Bicycle Path Project. Ms. Lyons and Ms. Bland are currently working with the City of Santa Cruz on these projects and will utilize information from those studies for the Capitola Road project.

**Task 4B.** *Reconnaissance-level Field Investigations.* Field reconnaissance assessments of the proposed roadway project will be conducted in the fall of 1999. Fieldwork will document conditions within the limits of the project, as well as within the limits of any alternative projects, as required by NEPA. The distribution of plant communities within the study area will be documented and mapped, with particular emphasis on the natural habitat in the Arana Creek area (between Capitola Road Extension and Soquel Avenue).

An assessment of the study area's potential to support special status species will be also conducted during this task, such as suitability of habitat to support Santa Cruz tarplant (known from the Arana Gulch greenbelt) and California red-legged frog. Other potentially sensitive

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resources will also be identified, such as large-sized trees, wetlands and riparian woodland. A tree count will also be conducted to document the number, species and size class of trees in the study area and which trees may be impacted by the project. The field surveys will ascertain the need for focused species surveys; such surveys are not budgeted at this time. If a focused species survey is necessary for the California red-legged frog, we will notify DDA immediately, as this survey will need to be conducted prior to November 1.

The scope of services does not include preparation of a Habitat Mitigation Plan, however, Biotic Resources Group is available to prepare such a report if so required or requested by the County.

**Task 4C.** *Preparation of Administrative Draft Natural Environment Study (NES).* Existing setting and impacts and mitigation text and graphics will be prepared for the study area. The report will be prepared as a stand-alone Natural Environment Study (NES).

The plant communities within the surrounding area will be described in the existing setting section, including a narrative of dominant plant species, salient environmental features and the known/potential occurrence of sensitive plant habitats (if applicable). An analysis of potential impact to biological resources from the proposed development (and alternatives) will be conducted as per CEQA and NEPA requirements. Possible direct impacts that will be evaluated include removal of large-sized native trees, alteration of riparian woodland and/or wetlands, and removal of locally unique or rare species/habitats.

**Task 4D.** *Response to Comments on Administrative Draft NES and Draft NES.* Biotic Resources Group will respond to comments on the Administrative and Draft documents. Eight hours are allocated for this task.

## 5. Wetlands Evaluation

Gary Halsey, Principal Environmental Scientist of DD&A, will conduct a wetlands identification and delineation for the Capitola Road Improvement Project in accordance with the procedures described in the Federal Manual for Identifying and Delineating Jurisdictional Wetlands (1987). The delineation letter report will determine the extent of wetlands and other waters of the United States (waters) located within the project area, in accordance with the requirements of the San Francisco District Office of the Army Corps of Engineers. All wetlands/waters detected will be mapped at a scale of 1" = 200' and the results of the wetlands evaluation will also be summarized in the NES, accordance with Caltrans guidelines. The map and report of findings will be incorporated into the NES. The NES must be reviewed by the County Departments of Public Works and Planning; Caltrans and FHWA; and the Permitting Agencies.

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**Task 5A:** Site Visit and Delineation of Wetlands

**Task 5B:** Prepare Map and Report

**Task 5C:** Incorporate into NES

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## WORK PLAN SCHEDULE

Denise Duffy & Associates, Inc. will provide the completed final report including all Technical Studies no later than forty-five days after a contract has been executed and the Area of Project Effect (APE) map has been provided.

Task	Week 1	Week 2	Week 3	Week 4	Week 5	Week 6	Week 7
IA-1 E: Hazardous Materials File and Database Reviews	■						
1 F-I J: Hazardous Materials Site Visits		■					
1K: Hazardous Materials Report			■				
2A: Section 106	■	■					
2B: Section 106 Site Visits		■	■	■			
2C: Prepare Section 106 Report					■		
2D: (if needed)					■		
3A-B: Identify noise-sensitive locations; measure noise levels	■	■					
3C-D: Predict noise levels with project; determine project impacts			■				
3E-F: Create noise abatement measures if needed; complete report				■			
4A: Biology Literature Review	■						
4B: Field Investigations		■					
4c: Prepare Biology Report (NES)			■				
5A: Wetlands Site Visit	■						
5B: Prepare Wetlands Map and Report		■	■				
5C: Incorporate Wetlands into NES				■			
6: Prepare Findings Summary and Submit Report					■	■	
7: Respond to Comments and make revisions						■	■

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## TEAM ORGANIZATION

The organizational structure of the DD&A team for this project is depicted in the Organizational Chart at the end of this section. The project manager and liaison with the County will be Alison Imamura, Associate Planner. Denise Duffy is the authorized contract negotiator. In addition to the Project Manager, five team leaders will be responsible for the five required technical studies, as explained below.

### 1. Hazardous Materials

Christine Hickey Mead, Senior Environmental Geologist with D&M Consulting Engineers, Inc., (D&M) will lead the Hazardous Materials Study. Ms. Mead manages the environmental departments of the Monterey and Santa Cruz offices of D&M. She is a registered geologist and registered environmental assessor, and has over 11 years of experience. Ms. Mead is particularly experienced in Phase I site assessments and provides technical review for Phase I assessments on a company-wide basis. She is also the technical reviewer for subsurface investigation projects performed in the Monterey and Santa Cruz offices.

Ms. Mead will be assisted by Alisa Klaus, Project Environmental Geologist at D&M.

Ms. Klaus will be the primary researcher for the project. She performs the majority of D&M environmental site assessments in Santa Cruz, Monterey and San Benito Counties. Ms. Klaus has almost 4 years of experience conducting site assessments, and brings a background of history and geology to her work on Phase I and Phase II environmental site assessments, which includes historical research, regulatory database and file reviews, and subsurface investigations.

### 2. Section 106

John Snyder will serve as Project Manager for P.S. Preservation Services, and will also undertake the requisite field and research studies, and preparation of all reports. Mr. Snyder meets the Secretary of the Interior's Qualification Standards for architectural history, is a nationally-recognized architectural historian, and has extensive experience statewide in Section 106 compliance. An employee of Caltrans for nearly 21 years, Mr. Snyder helped develop the agency's historic preservation policies, helped write the Caltrans Guidance for Consultants: Procedures for the Protection of Historic Properties - The Section 106 Processes, was Project Manager for the statewide historic bridge survey. He is familiar with the general area of the project, and is fully cognizant of Caltrans and FHWA policies and procedures with regard to Section 106 compliance. Mr. Snyder has undertaken hundreds of Section 106 compliance studies, and is experienced in all phases from setting the APE to carrying out mitigation measures.

Bonnie Snyder will assist in field and research studies. Ms. Snyder also meets the Secretary of the Interior's Qualification Standards for architectural history, and has 8 years' experience on Caltrans district and headquarters environmental staffs, including

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many Section 106 compliance studies, and is experienced in all phases from setting the APE to carrying out mitigation measures.

Erin Snyder will serve as Research Assistant, under the specific direction of John and Bonnie Snyder.

Robert J. Jackson will serve as Project Manager for Pacific Legacy, Inc. Will Shapiro will serve as Project Director and will conduct all archaeological fieldwork and necessary research association with the Capitola Road Improvement Project. Both Mr. Jackson and Mr. Shapiro meet the Secretary of the Interior's Qualification Standards for archaeological research. Mr. Jackson is a nationally-recognized expert in compliance issues, Section 106, and agreement documents (i.e., MOAs, MOUs, and PAs). Mr. Shapiro has experience in both public and private section archaeological work. Both Mr. Jackson and Mr. Shapiro have directed numerous archaeological field projects and written the accompanying reports.

### **3. Noise Evaluation**

Illingworth & Rodkin, Inc. (IR) will conduct the noise evaluation. IR was founded in 1987 as an Acoustical Engineering firm. In 1995 IR expanded to include air quality studies. IR provides their clients with the benefit of their expertise and the experience gained from completing over 1500 studies in acoustics and air quality.

### **4. Biological Resources**

Kathleen Lyons of the *Biotic Resource Group* will lead the Biological Resources investigation and provide mitigation measures where necessary. Ms. Lyons will be assisted by Dana Bland, Principal of Dana *Bland & Associates*. Gary Halsey of *DD&A* will provide management, oversight and review of the NES.

### **5. Wetlands**

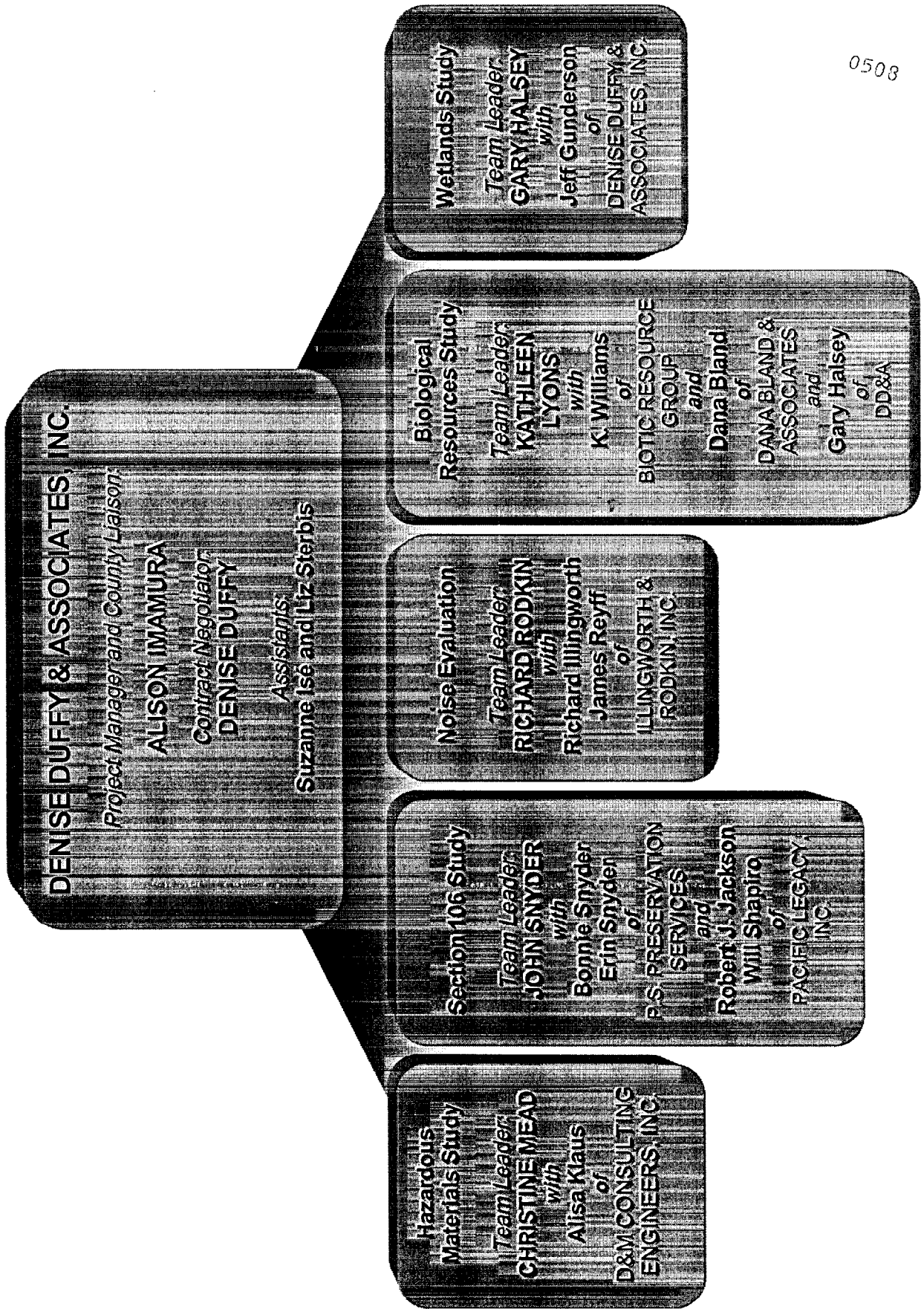
The Wetlands Study will be led by Gary Halsey of Denise *Duffy & Associates*, with the assistance of Jeff Gundersen of *DD&A* and Kathy Lyons of BRG.

### **6. Compilation of Studies**

Alison Imamura, as Project Manager, will be responsible for compiling the technical studies, writing a summary of findings, and final product delivery. She will be assisted by Suzanne Isé, Assistant Planner. Alison Imamura will be the primary project contact person, responsible for communication between Santa Cruz County and the project team.

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**ORGANIZATIONAL CHART**





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## **ATTACHMENTS**

EXHIBIT "A"

Denise Duffy & Associates, Inc. - Labor												
TASKS #	Task Description	Rate	Denis Duffy, Principal	Gary Halsey Principal Env. Scientist	Alison Imamura Project Manager	Suzanne Ise Assistant Planner	Jeff Gundersen Assistant Environmental Scientist	Elizabeth Sterbis Assistant Planner	Clerical	Task Total		
1	Project Initiation		2		4	2			4	\$ 690		
2	Field Review and Data Collection			10	4	4	8	4		\$ 1,750		
3	Prepare Wetlands Report			35			5	2		\$ 3,550		
4	Write summary of findings				4	4		1		\$ 440		
5	Assemble final technical reports		1		12	2			3	\$ 1,075		
6	Respond to comments & revise drafts		0.5	8	6		4		3	\$ 1,485		
7	Project Management/Coordination		4		16	6			4	\$ 1,850		
	<b>Total DDA hours by person</b>		<b>8</b>	<b>53</b>	<b>46</b>	<b>18</b>	<b>17</b>	<b>7</b>	<b>14</b>	<b>\$ 11,155</b>		
	<b>Total DDA cost by person</b>		<b>\$ 750</b>	<b>\$ 5,035</b>	<b>\$ 2,990</b>	<b>\$ 810</b>	<b>\$ 765</b>	<b>\$ 315</b>	<b>\$ 490</b>	<b>\$ 11,155</b>		

Subconsultants and Expenses	
Biotic Resources Group	Biology \$ 4,178
P.S. Preservation Services/Pacific Legacy	Cultural * \$ 9,592
D&M Consulting Engineers, Inc.	HazMat * \$ 5,000
Hillingworth & Rodkin, Inc.	Noise \$ 5,000
Administration	\$ 2,607
<b>Subconsultant Cost Total</b>	<b>\$ 26,377</b>
Reproductions	\$ 150
Mileage	\$ 100
Communication (phone, fax, mail)	\$ 150
<b>Expenses Subtotal</b>	<b>\$ 400</b>
<b>TOTAL SUBCONSULTANTS AND EXPENSES</b>	<b>\$ 26,777</b>

**TOTAL COST \$ 37,932**

\* Notes:  
 Cost estimates for the Cultural and Hazardous Materials Studies are not-to-exceed estimates. Only actual costs will be charged (up to amount shown above), according to the attached Fee Schedules for P. S. Preservation Services and D&M Consulting Engineers, Inc.  
 Cost estimates assume no federally listed species will be found; all costs assume that comments can be addressed within effort specified in budget.



**FEE SCHEDULE  
 ENVIRONMENTAL SERVICES  
 1998-1999**

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This schedule lists typical prices for engineering, geology and field monitoring most frequently performed by D&M CONSULTING ENGINEERS, INC. Prices for other services and equipment not listed, as well as special quotations for projects involving rush turnaround, will be given upon request.

**PERSONNEL CHARGES\***

Engineers and Geologists:

staff .....	\$ 80.00/Hour
Project .....	\$ 90.00/Hour
Senior .....	\$100.00/Hour
Associate .....	\$115.00/Hour
Principal/Special <b>Consultant</b> .....	\$140.00/Hour

Assistants:

<b>Staff</b> .....	\$ 65.00/Hour
Senior .....	\$ 70.00/Hour

Draftsman .....	\$ 50.00/Hour
Administrative Support .....	\$ 42.00/Hour

\* Additional charges for nights, weekends, and time in excess of 8 hours/day  
**Travel Time - In accordance with foregoing schedule.**

**MISCELLANEOUS CHARGES**

Photographs .....	\$1.50/ea.
Mileage .....	\$0.50/mi.
Computer Time - Technical Programs .....	Quote

**DIRECT COSTS ("Markup")**

Charges for 8 1/2" x 11" and 11" x 17" photocopies, facsimile transmissions, word processing equipment usage, phone calls, and postage will be billed at 3 percent of total labor charged. Specialized equipment furnished by Terratech is charged at rates shown on attached sheets as applicable.

**OUTSIDE SERVICES**

Charges for special outside services, equipment and facilities not furnished directly by D&M CONSULTING ENGINEERS, INC. will be billed at cost + 15%. Such charges may include, but shall not be limited to, the following:

- Utility and tank locators
- Drilling and backhoe contractor services
- Chemical analyses
- Waste disposal
- Special fees, permits, insurance, etc.
- Transportation on public carriers
- Meals and lodging
- Specialized printing and photographic reproduction

Orders for copies of previously issued reports will be billed on a time and materials basis (minimum charge \$40.00)



## FEE SCHEDULE

**1998 -1999**

### ENVIRONMENTAL EQUIPMENT

1.	Electric Water Level Probe .....	\$ 15.00/day
2.	Teflon® Bailer (reusable) .....	\$ 25.00/day
3.	Polyethylene Bailer (disposable) .....	\$ 10.00/day
4.	Temperature, pH and Conductivity Meter .....	\$ 20.00/day
5.	55-Gallon Steel Drums .....	\$60.00 each
6.	Level C - Personal Protective Equipment .....	\$ 40.00/day
7.	Level D - Personal Protective Equipment .....	\$ 20.00/day
8.	Generator .....	\$ 45.00/day
9.	Electric Grundfos Pump (2" or 4") .....	\$ 200.00/day
10.	Electric Grundfos Pump (2" or 4") .....	\$ 70.00/well
11.	Electric Pump (2-stage-or 3-stage) .....	\$ 45.00/day
12.	Peristaltic Pump (liquid or vapor models) .....	\$ 50.00/day
13.	Direct-Reading (vapor) Detector Hand Pump .....	\$ 10.00/day
14.	LEL/O <sub>2</sub> Meter .....	\$ 75.00/day
15.	Portable Organic Vapor Meter (Microtip PID) .....	\$ 90.00/day
16.	In-situ Permeability Test Equipment (slug test) .....	\$ 150.00/well
17.	Hand Operated Soil Sampler .....	\$ 50.00/day
18.	-Brass Soil Sample Liners w/End Caps .....	\$6.00 each
19.	Stainless Steel Soil Liners w/End Caps .....	\$ 10.00 each
20.	Portable Copier .....	\$ 30.00/day
21.	Interface Probe .....	\$ 25.00/day
22.	Intrinsic Remediation Field Tests .....	\$ 20.00/well
23.	2" Locking Well Cap .....	\$20.00 each
24.	Well Cap Padlock (Dolphin Lock) .....	\$4.00 each
25.	Thermocouple Thermometer .....	\$ 5.00/day
26.	Tedlar Bags .....	\$ 10.00 each
27.	Dissolved Oxygen Meter .....	\$ 35.00/day
28.	Metals Filters .....	\$ 20.00 each
29.	Small Items (gloves, tape, flagging, etc.) .....	\$ 20.00/day

Charges for other items not listed above quoted on project-specific basis.

**COST ESTIMATE”  
 Section 106 Compliance  
 Capitola Road Improvement Project**

P.S. Preservation Services

Principals

Research	\$ 825.00
Field Work	\$ 495.00
Report Preparation	\$2,887.50
Report Revisions	\$ 247.50
Travel Time	\$1,980.00
Meetings	\$ 495.00
Mileage	\$ 387.50
Per Diem	\$ 96.00
Lodging	\$ 80.00
Parking	\$ 25.00
<b>Film</b>	<b>\$ 7.50</b>
Photo Processing	\$ 16.00
Miscellaneous Copying	\$ 50.00
<u>Research Assistant</u>	
Research, 10 hours	\$ 300.00

P.S Preservation Services Subtotal **\$7,592.00\***

Pacific Legacy

Project Administration

Project Manager, 2 hours	\$ 181.40
Project Director, 2 hours	\$ 105.20
Cost Analyst, 2 hours	\$ 88.60

Pre-field research

Project Director, 1 hour	\$ 52.60
Archaeological Technician, 2 hours	\$ 29.60

F i e l d W o r k

Project Director, 4 hours	\$ 210.40
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Report Preparation

Project Director, 12 hours	\$ 631.20
Graphics, 2 hours	\$ 86.40
Editing/Production, 1 hour	\$ 43.20

Other Direct Costs (ODC)

Records Search	\$ 200.00
Report Production/Copying (20 copies @ \$0.12/copy)	\$ 2.40
Miscellaneous (e.g., film and processing)	\$ 15.00
<u>Fee on ODCs @ 10%</u>	\$ 21.74
Subtotal	\$1,667.74

Pacific Legacy Not-to-Exceed Subtotal **\$1,700.00**

TOTAL ESTIMATED BUDGET **\$9,592.00**

\*The estimated cost is based on client guidance to consider that the number of buildings in the APE requiring survey and evaluation is six. Should the number of buildings in the APE exceed six, these costs will be adjusted accordingly.

# Certificate of Insurance

0514

Agency Name and Address: Professional Practice Insurance Brokers, Inc. 250 Newport Center Drive, Suite 200 Newport Beach, California 92660 (949) 729.0777 Fax (949) 729.0770	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 THE POLICIES LISTED BELOW.
Insured's Name and Address:  DENISE DUFFY & ASSOCIATES 947 Cass Street, Suite 5 Monterey, California 93940-4525	Companies Affording Coverage  <div style="font-size: 2em; font-weight: bold; text-align: center; margin-bottom: 10px;">FILE</div> Company A -- American Motorist Insurance Company Company B -- Underwriters at Lloyd's of London

**COVERAGES:** THIS IS TO CERTIFY THAT 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.

CO. LTR.	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFEC. DATE	POLICY EXPIR. DATE	LIMITS
A	<b>GENERAL LIABILITY</b>	7JW305846-01	0530611999	05/06/2000	General A Regate \$ 2,000,000
	<input checked="" type="checkbox"/> Comml. Gen. Liability				Products-Com/Ops Acc. \$ 2,000,000
	<input type="checkbox"/> Claims Made				Personal & Adv. Injury \$ 1,000,000
	<input checked="" type="checkbox"/> Occurrence				Each Occurrence \$ 1,000,000
	<input checked="" type="checkbox"/> Independent Contractors				Fire Damage (any one fire) \$ 500,000
	<input checked="" type="checkbox"/> Contractual				Other \$
	<input checked="" type="checkbox"/> BFPD & XCU				
A	<b>AUTO LIABILITY</b>	7JW305846-01	0510611999	05/06/2000	Combined Single Limit \$ 1,000,000
	<input type="checkbox"/> Any Automobile				Bodily Injury (per person) 3
	<input type="checkbox"/> All owned autos				Bodily Injury (per accident) \$
	<input type="checkbox"/> Scheduled autos				Property Damage \$
<input checked="" type="checkbox"/> Hired autos					
<input checked="" type="checkbox"/> Non-owned autos					
<input type="checkbox"/> Garage liability					
<input type="checkbox"/> 1					
	<b>EXCESS LIABILITY</b>				Each Occurrence \$
	<input type="checkbox"/> Umbrella Form				Aggregate \$
	<input type="checkbox"/> Other than Umbrella Form				
A	<b>WORKERS' COMPENSATION AND EMPLOYERS LIABILITY</b>	7CW305846-01	01/01/1999	01/01/2000	Statutory Limits: Each Accident \$ 1,000,000 Disease-Policy Limit \$ 1,000,000 Disease-Each Employee \$ 1,000,000
B	<b>PROFESSIONAL LIABILITY</b>	P13198	10/29/1998	10/29/1999	Each Claim / And Aggregate \$ 500,000

**Description of Operations/Locations/Vehicles/Restrictions/Special Items:**  
 All operations of the Named Insured Including the Capitola Road project.  
 General Liability Only: Additional Insured Endorsement attached.

Certificate Holder:  COUNTY OF SANTA CRUZ DEPARTMENT OF PUBLIC WORKS 701 OCEAN STREET SANTA CRUZ, CALIFORNIA 95060  ATTN: CARL ROM	THE AGGREGATE LIMIT IS THE TOTAL INSURANCE AVAILABLE FOR CLAIMS PRESENTED WITHIN THE POLICY FOR ALL OPERATIONS OF THE INSURED. <b>CANCELLATION:</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL MAIL 30 DAYS' WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, EXCEPT IN THE EVENT OF CANCELLATION DUE TO NON-PAYMENT OF PREMIUM IN WHICH CASE A 10 DAYS' NOTICE WILL BE GIVEN. (PLEASE NOTE CHANGE IN CANCELLATION VERBIAGE)  Authorized Representative: <i>Heather Higman</i> Date: October 12, 1999  <div style="font-size: 2em; font-weight: bold; text-align: center; margin-top: 10px;">COPY</div>
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ARCHITECTS AND ENGINEERS  
PROGRAM ENDORSEMENT

0515

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY. =

This endorsement modifies insurance provided under the following:

1. The following provision is added to paragraph C, WHO IS AN INSURED, in the Liability Coverage Form:

The person(s) or organization(s) here named, only when required by a written contract to be named as an insured (called "additional insured") is an insured, but, only with respect to liability arising out of your premises or "your work" for the "additional insured".

County of Santa Cruz, it's officials, employees, agents & Designated volunteers

2. With respect to the insurance afforded these "additional insureds", the following additional provisions apply:

- A. The limits of insurance provided on behalf of the "additional insured" are not greater than those required by such contract. In no event shall the limits of insurance in this Coverage Form be increased by such contract.
- B. **Primary Coverage**  
With respect to claims arising out of the operations of the Named Insured, insurance as afforded by this policy is primary and is not additional to or contributing with any other insurance carried by or for the benefit of the Additional Insureds.
- C. **Cross Liability Clause**  
The naming of more than one person, firm or corporation as insureds under this policy shall not, for that reason alone, extinguish any rights of the Insured against another, but his endorsement. and the naming of multiple Insureds, shall not increase the total liability of the Company under this policy.
- D. **Notice of Cancellation**
  - 1. If we cancel this policy for any reason other than non-payment of premium, we will mail written notice at least 30 days before the effective date of cancellation to the Additional Insured on file with the Company.
  - 2. If we cancel this policy for non-payment of premium, we will mail written notice at least 10 days before the effective date of cancellation to the Additional Insureds on file with the Company.

Nothing herein contained shall vary, alter or extend any provision or condition of the Policy other than as above stated.

NAMED INSURED: Denise Duffy 8 Associates

POLICY NO: 7JW 305846-01

This Endorsement becomes effective: 10111/99

AMERICAN MOTORIST INSURANCE COMPANY

**COPY**

\_\_\_\_\_  
Authorized Signature: Heather Higman

ISSUED: October 12, 1999

Request for Taxpayer  
Identification Number and Certification

0516  
Give this form to the  
County of Santa Cruz  
Do NOT send to the IRS

Name (If joint names, list first and circle the name of the person or entity whose number you enter in Part I below. See instructions on page 2 if your name has changed.)  
**Denise Duffy and Associates, Inc.**  
Business name (Sole proprietors see instructions on page 2.)

Please check appropriate box  Individual/Sole proprietor  Corporation  Partnership  Other

Address (number, street, and apt. or suite no.)  
**947 Cass Street, Suite 5**  
City, state, and ZIP code  
**Monterey, CA 93940**

YOU ARE PAID FOR:  
 Health Care Service  
 Other Service  
 Rent  Goods  
 Freight  Interest  
 Other (Explain)

**Part I Taxpayer Identification Number (TIN)**

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

Social security number  
| | + | | | | |

OR

Employer identification number  
**77-015015825**

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

**Part III Certification**

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

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

Sign Here Signature **Denise Duffy** Date **October 12, 1999**

Section references are to the Internal Revenue Code.  
Purpose of Form.—A person who is required to file an information return with the IRS must get your correct TIN to report income paid to you, real estate transactions, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA. Use Form W-9 to give your correct TIN to the requester (the person requesting your TIN) and, when applicable, (1) to certify the TIN you are giving is correct (of you are waiting for a number to be issued), (2) to certify you are not subject to backup withholding, or (3) to claim exemption from backup withholding if you are an exempt payee. Giving your correct TIN and making the appropriate certifications will prevent certain payments from being subject to backup withholding.  
Note: If a requester gives you a form other than a W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.  
What is Backup Withholding?—Persons making certain payments to you must withhold and pay to the IRS 31% of such

payments under certain conditions. This is called "backup withholding." Payments that could be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.  
If you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return, your payments will not be subject to backup withholding. Payments you receive will be subject to backup withholding if:  
1. You do not furnish your TIN to the requester, or  
2. The IRS tells the requester that you furnished an incorrect TIN, or  
3. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or  
4. You do not certify to the requester that you are not subject to backup withholding under 3 above (for reportable

interest and dividend accounts opened after 1983 only), or  
5. You do not certify your TIN. See the Part III instructions for exceptions.  
Certain payees and payments are exempt from backup withholding and information reporting. See the Part II instructions and the separate instructions for the Requester of Form W-9.  
How To Get a TIN.—If you do not have a TIN, apply for one immediately. To apply, get Form SS-5, Application for a Social Security Number Card (for individuals), from your local office of the Social Security Administration, or Form SS-4, Application for Employer Identification Number (for businesses and all other entities), from your local IRS office.  
If you do not have a TIN, write "Applied For" in the space for the TIN in Part I, sign and date the form, and give it to the requester. Generally, you will have 60 days to get a TIN and give it to the requester. If the requester does not receive your TIN within 60 days, backup withholding, if applicable, will begin and continue until you furnish your TIN.





COUNTY OF SANTA CRUZ  
REQUEST FOR APPROVAL OF AGREEMENT

0517

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

FROM: PUBLIC WORKS (Dept.)

Leonard Ruyz (Signature) 10/6/99 (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)  
DENISE DUFFY AND ASSOCIATES  
and 947 CASS STREET, SUITE 5, MONTEREY, CA 93940-4525 (Name & Address)

2. The agreement will provide FOR PREPARATION OF NEPA TECHNICAL STUDIES FOR THE CAPITOLA ROAD IMPROVEMENT PROJECT.

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

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

5. Anticipated cost is \$ 37,932.00 (Fixed amount; Monthly rate; Not to exceed)

6. Remarks: CONTRACT: \$37,932.00; OVERHEAD (7%) \$2,655.24; TOTAL \$40,587.24

7. Appropriations are budgeted in 6 2 1 1 0 0 ! 4 0 1 6 6 ! 3665! (Index#) 3 5 9 0 (Subject)

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

Appropriations are available and have been encumbered. Contract No. C091961 Date 10/6/99  
are not available and will be encumbered.

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 OR PUBLIC WORKS to execute the same on behalf of the DEPARTMENT OF PUBLIC WORKS (Agency).

Remarks: \_\_\_\_\_ (Analyst) By [Signature] Deputy

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

CDR:rw

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

To Orig. Dept. if rejected.

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