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County of Santa Cruz

REDEVELOPMENT AGENCY

701 OCEAN STREET, ROOM 510, SANTA CRUZ, CA 950604000

(631) 454-2280 FAX: (631) 4543420 TDD: (631) 454-2123

TOM BURNS, AGENCY ADMINISTRATOR

November 23, 1999

Agenda: December 7, 1999

Board of Directors
County of Santa Cruz Redevelopment Agency
701 Ocean Street
Santa Cruz, CA 95060

EAST CLIFF DRIVE CLIFF STABILIZATION PROJECT- APPROVAL OF CONTRACT FOR FEASIBILITY STUDY

Dear Members of the Board:

The Department of Public Works and the Redevelopment Agency are working to develop a conceptual design for a cliff stabilization project along East Cliff Drive between 32nd and 36th Avenues. As you may recall, your Board acting as the Board of Supervisors recently approved an agreement with the Army Corps of Engineers to complete a detailed project report which among other things will evaluate a number of alternative wall designs. One of the alternative wall designs under study is a type of construction called a soil nail wall. This is a rather new, yet increasingly used method of construction, and shows promise as producing the most aesthetically pleasing design with fewer construction impacts.

At this time, staff proposes to contract with Sanders and Associates Geotechnical Engineering, an engineering firm specializing in the design and construction of soil nail walls, to evaluate the feasibility of using a soil nail wall in this location. This work is needed by the Army Corp of Engineers for the detailed project report and will provide staff with the information needed to proceed with the discussion of the conceptual design of a cliff stabilization project at community meetings early next year.

The \$23,400 necessary for this contract is available in the Approved 1999-2000 Redevelopment Agency Budget. Redevelopment Agency staff has determined that the improvements associated with the East Cliff Drive Cliff Stabilization Project will be of benefit to the Project Area, that no other means of financing the improvements are reasonably available to the community, that the project will assist in the elimination of blight, and that the project is consistent with the Five Year Implementation Plan for the Redevelopment Agency.

It is therefore **RECOMMENDED** that your Board, as the Board of Directors of the

Redevelopment Agency, take the following actions:

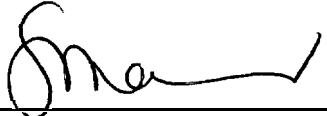
1. Approve the attached contract with Sanders & Associates Geotechnical Engineering for engineering services for the East Cliff Drive Cliff Stabilization Project in an amount not to exceed \$23,400 and authorize the Redevelopment Agency Administrator to sign the contract on behalf of the Agency; and
2. Concur with and adopt the above-noted associated findings.

Very truly yours,



Tom Burns
Redevelopment Agency Administrator
TB:BL

RECOMMENDED:



Susan A. Mauriello
Redevelopment Agency Director

- Attachments 1. Independent Contractor Agreement
2. ADM 29 Request for Approval of Agreement

cc. RDA
Department of Public Works
Auditor-Controller
Sanders & Associates

Contract No. _____

INDEPENDENT CONTRACTOR AGREEMENT

THIS CONTRACT is entered into this ___ day of _____, 19___, by and between the COUNTY OF SANTA CRUZ REDEVELOPMENT AGENCY, hereinafter called AGENCY, and **SANDERS & ASSOCIATES GEOSTRUCTURAL ENGINEERING**, hereinafter called CONTRACTOR. The parties agree as follows:

1. **CONTRACTOR** agrees to exercise special skill to accomplish the following result: **as described in Exhibit A. "Scope of Services"**.

2. **COMPENSATION** for CONTRACTOR accomplishing said result, COUNTY agrees to pay CONTRACTOR as follows: **on a monthly basis for a total contract amount not to exceed \$23,400 as described in Exhibit A. "Scope of Services" and per Exhibit B. "Schedule of Charges"**

3. **TERM** term of this contract shall be: **from December 7, 1999 until June 30, 2000.**

4. **EARLY TERMINATION**. This Agreement may be terminated by either party upon not less than 30 days written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault to the party initiating the termination.

5. **INDEMNIFICATION FOR DAMAGES, TAXES AND CONTRIBUTIONS**. CONTRACTOR shall exonerate, indemnify, defend, and hold harmless AGENCY and the COUNTY OF SANTA CRUZ (hereinafter called COUNTY) (which for the purpose of paragraphs 5 and 6 shall include, without limitation, their 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 or AGENCY 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, to the extent caused by the negligent acts, errors or omissions of CONTRACTOR, excepting any liability arising out of the negligence of AGENCY or COUNTY. Such indemnification includes any such 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 minimum compliance with all of the following insurance coverage(s) and requirements. Such insurance coverage shall be primary coverage as respects AGENCY and COUNTY, and any insurance or self-insurance maintained by AGENCY or 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 AGENCY both initial here ____ / ____.

A. **Types of Insurance and Minimum Limits**

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

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

(3) Comprehensive or Commercial General Liability Insurance coverage in the minimum amount of \$1,000,000 combined single limit, including coverage for: (a) bodily injury, (b) personal injury, (c) broad form property damage, (d) contractual liability, and (e) cross-liability.

(4) Professional Liability Insurance in the minimum amount of \$1,000,000 per claim and annual aggregate, if, and only if, this Subparagraph is initialed by CONTRACTOR and AGENCY MM / ____.

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, **and** The County of Santa Cruz Redevelopment Agency, their officials, employees, agents and volunteers are added as additional insureds as respects the operations and activities of, or on behalf of, the named insureds performed under Agreement with the County of Santa Cruz **and** The County of Santa Cruz Redevelopment Agency. ”

(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:

County of Santa Cruz Redevelopment Agency
Agency Administrator
701 Ocean Street, Room 510
Santa Cruz, CA 95060.”

(4) CONTRACTOR agrees to provide its insurance broker(s) with a full copy of these insurance provisions and provide AGENCY 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:

County of Santa Cruz Redevelopment Agency
Agency Administrator
701 Ocean Street, Room 510
Santa Cruz, CA 95060.

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

A. The CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, color, religion, national origin, ancestry, physical or mental disability, medical condition (cancer related), marital status, sex, sexual orientation, pregnancy, gender, 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, or 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, sex, sexual orientation, pregnancy, gender, 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 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 AGENCY have reviewed and considered the principal test and secondary factors below and agree that CONTRACTOR is an independent contractor and not an employee of AGENCY. CONTRACTOR is responsible for all insurance (workers compensation, unemployment, etc.) and all payroll related taxes. CONTRACTOR is not entitled to any employee benefits. AGENCY 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 AGENCY 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, AGENCY 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

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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 AGENCY 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 AGENCY; (i) CONTRACTOR and AGENCY believe **they** are creating an independent contractor relationship **rather** than an employer-employee relationship; and (j) The AGENCY 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. NONASSIGNMENT. CONTRACTOR shall not assign this Agreement without the prior written consent of the AGENCY.

10. 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 AGENCY, 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.

11. PRESENTATION OF CLAIMS. 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.

12. ATTACHMENTS. This Agreement includes the following attachments (identify by name or write "NONE"):

- Exhibit A. "Scope of Services."
- Exhibit B "Schedule of Charges."

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

COUNTY OF SANTA CRUZ

By: _____
Redevelopment Agency Administrator

Date _____

CONTRACTOR: Sanders & Associates Geotechnical Engineering

By: Steven H. Sanders STEVEN H. SANDERS, PRINCIPAL

Date 11/18/99

Address: 7649 Sunrise Blvd., Suite G
Citrus Heights, CA 95610
Telephone: (916)729-8050
FAX: (916)729-7706

APPROVED FOR INSURANCE:

By: Janet McKinley 11-23-99
Risk Management

APPROVED AS TO FORM:

By: Jan M. Scott
County Counsel

DISTRIBUTION: County Administrative Office
Auditor-Controller
County Counsel
Redevelopment
Risk Management
Contractor



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SANDERS & ASSOCIATES GEOSTRUCTURAL ENGINEERING

7649 Sunrise Blvd., Suite G . Citrus Heights, CA 95610 . (916) 729-8050 . Fax: (916) 729-7706
E-mail: sanders@jps.net

November 1, 1999
Proposal No. SE99-033

Ms. Betsey Lynberg
Santa Cruz County Redevelopment Agency
701 Ocean Street, Room 510
Santa Cruz, CA 95060-4000

Re: Revised Proposal for Soil Nail Feasibility Study
East Cliff Drive Shoreline Protection Project
Santa Cruz, California

Dear Ms. Lynberg:

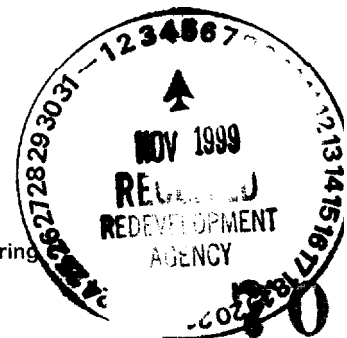
Per your letter of October 25, 1999, we have prepared this revised proposal to provide a feasibility study on the use of soil nails to stabilize the East Cliff Drive shoreline bluffs. We understand the Redevelopment Agency's goals are generally as follows:

- Construct walls to protect the near vertical bluffs along East Cliff Drive and minimize further advance of the erosion toward East Cliff Drive;
- Provide the most cost effective wall structure considering functionality and aesthetics;
- Minimize adverse environmental and usage impacts to the beach, roadway, and neighborhood both during construction and long term;
- Allow for improvements to East Cliff Drive consisting of one 16' wide lane for vehicular traffic, an adjacent 16 feet wide combined use pedestrian/bicycle pathway on the seaward side of the street; landscaping, and overlooks where possible.
- Remove rubble on the beach as the budget allows.

Scope of Work

Based on our discussions, and your September 30, 1999 and October 25, 1999 letters, we have prepared a Scope of Work including the following tasks:

Retaining Walls . Landslide Repair . Dams . Bridges . Foundations . Civil Engineering



1. Verify that soil nailing is a structurally viable option for bluff stabilization:
 - Provide both static and seismic analysis of a typical soil nail section.
 - Provide a preliminary design for the shotcrete facing with respect to soil nail and wave loading.
 - Evaluate the use of corrosion resistant welded wire fabric that can be bent and shaped to conform to natural bluff features without degradation of the protective epoxy or galvanized coatings.
 - Identify and project the type and amount of maintenance that should be expected for a soil nail wall at a shoreline location.

2. Identify applicable shotcrete textures and staining alternatives:
 - Contact shotcrete sculpting contractors and stain suppliers and obtain photos of the various textures and stains available that could provide a natural look, similar to the existing appearance of the shoreline cliff face..
 - Determine which textures, stains or treatments would be best suited for shoreline use.
 - Evaluate the long-term survivability of the shotcrete facing and stain finish with respect to wave action and salt attack

3. Examine feasibility and provide details regarding construction of the wall with respect to the following desired features:
 - Stairways or ramps accessing beach.
 - Overlooks at various locations if the top-of-wall can be built out.
 - Proposed road and walkway/bicycle path at the top of the wall.
 - Landscaping and irrigation at the top of the wall.
 - Use of trees and bushes vs. native grasses at the top of the wall.
 - Landscape pockets in the wall.
 - Incorporation of railings into the top of the wall and at stairways.
 - Protection and preservation of the Purisima fingers at the base of the wall

4. Address how construction will be staged and the effect of construction on the beach and the neighborhood:
 - Determine where contractors access points will likely be and what areas could be used as “laydown” yards for equipment and material storage.
 - Determine if roads or beach areas must be shut down or if utilities could be impacted.
 - Determine what the construction schedule might be and what portions of the wall should be done first/last.
 - Identify a practical contractor selection process that pre-qualifies the soil nailing and shotcrete sculpting contractors based on experience, test panels and perhaps test sections of the proposed wall.
 - Discuss options for removing rubble.

5. Estimate preliminary costs:
 - Estimate costs for soil nailing
 - Estimate relative cost associated with making the wall vertical rather than built against existing slopes (i.e. cost to build out top-of-wall where needed at overlooks and stairways etc.)
 - Estimate cost for beach rubble removal.

6. Visit site/attend meetings:
 - Visit site with staff to identify specific features that should be replicated with the sculpted shotcrete treatment, and obtain perspective photos that would be desirable for a visual simulation and a community meeting.
 - Attend up to two meetings, including above site visit, with the Redevelopment Agency and Department of Public Works staff.

7. Summarize information obtained from items 1-6 in a report:

8. Prepare visual simulations of what the wall could look like after construction
 - Provide a before and after simulation of the wall from an up-close vantage point. This simulation would attempt to show what the wall stain and texture could look like compared to the natural slope face.
 - Provide a before and after simulation of the wall from an over-all perspective. This simulation would attempt to show how wall color and texture variations could mimic the Purisima and Terrace Deposit formations, and show how landscaping might mimic or enhance the existing conditions.
 - Attend an evening community meeting to present the simulations and address questions pertaining to the feasibility study.

Fee and Schedule

To accomplish the above **Scope of Work** we estimate our fees as shown in the table below:

ESTIMATED FEE

Task 1	\$1,500
Task 2	1,600
Task 3	5,000
Task 4	2,000
Task 5	1,000
Task 6	3,700
Task 7	3,600
Task 8	5,000
Total	\$23,400

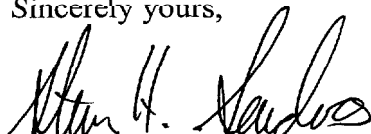
We propose to provide the above scope of work for the on a time and expense basis in accordance with our Schedule of Charges and General Conditions attached. We will not exceed the maximum estimated fee of \$23,400 without your prior authorization. We expect that we can complete the above scope of work within four weeks of your authorization to proceed.

Authorization

If this proposal is acceptable, please sign below indicating your acceptance. Alternatively, you may wish to procure our services using a Santa Cruz County Contract. Once signed, this proposal, which includes our General Conditions and Standard Schedule of Charges attached, will serve as the contract between the Santa Cruz County Redevelopment Agency and **SANDERS & ASSOCIATES GEOSTRUCTURAL ENGINEERING (SAGE)**, and will also serve as authorization for us to proceed. Please copy this proposal for your records and return by fax and mail.

We appreciate the opportunity to provide consulting services for this project. If you have any questions, please call.

Sincerely yours,



-Steven H. Sanders P.E., G.E.
Principal

SHS:gs

Attachments: Schedule of Charges
General Conditions

Acceptance and Authorization to Proceed: (Signature by an authorized representative only)

By: _____
Signature Date

Print Name

SANDERS & ASSOCIATES GEOSTRUCTURAL ENGINEERING	429
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SCHEDULE OF CHARGES**Santa Cruz County Redevelopment Agency - November 2, 1999**

The Schedule of Charges applies to all services provided by and/or through **SANDERS & ASSOCIATES GEOSTRUCTURAL ENGINEERING (SAGE)**. Charges for our services are divided into three categories: Personnel, Travel/Reimbursables and Outside Services. A new Schedule of Charges is issued at the beginning of each year. The Schedule of Charges may also be revised during the year, as conditions require. Changes will not be made within a calendar year on a project in progress without prior authorization from Client.

PERSONNEL:

Personnel charges are for technical work, including technical typing, editing, and graphics involved in the preparation of reports and correspondence and for the time associated with production of such documents. Direct charges are not made for secretarial service, office management, accounting, and maintenance as these items are included in overhead. Personnel category charge rates are as follows:

Personnel Category	Hourly Rate
Principal Engineer	\$ 135.00
Project Engineer	95.00
Staff Engineer	80.00
CADD	70.00
Support Services	55.00

The charge for expert witness services, depositions (4-hour minimum) and court (8-hour minimum) is \$250 per hour.

TRAVEL / REIMBURSABLES:

Time spent in travel in the interest of the Client will be charged at the above hourly rates plus \$.45/mile, except that no more than eight (8) hours of travel time will be charged in any day. When it is necessary for an employee to be away from the office overnight, all actual costs including out-of-pocket expenses will be charged. Reimbursable items (e.g., equipment rental, automobile rental, supplies etc.) will be charged at cost plus fifteen percent (15%).

OUTSIDE SERVICES:

Outside services will be charged at cost plus fifteen percent (15%). Common outside items to which this 1.15 multiplier applies include, but are not limited to drilling services, laboratory testing, printing and photographic work, special insurance and outside consultants.

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)
11/17/99

PRODUCER
Dealey, Renton & Associates
P. O. Box 12675
Oakland, CA 94604-2675
510 465-3090

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.

INSURERS AFFORDING COVERAGE

INSURED
Sanders & Associates
7649 Sunrise Blvd., Ste. G
Citrus Heights, CA 95610

INSURER A: **Lumbermens Mutual Casualty Co**
INSURER B: **Hartford Casualty Insurance Co.**
INSURER C: **American Motorists Ins. Co.**
INSURER D: **Security Ins. Co. of Hartford**
INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO ME 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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

SR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (M)	POLICY EXPIRATION DATE (YY)	LIMITS		
A	GENERAL LIABILITY	7RD65797600	11/18/99	11/18/00	EACH OCCURRENCE	\$1,000,000	
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				FIRE DAMAGE (Any one fire)	\$300,000	
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person)	\$	
					PERSONAL & ADV INJURY	\$1,000,000	
					GENERAL AGGREGATE	\$2,000,000	
GEN'L AGGREGATE LIMIT APPLIES PER:					PRODUCTS-COMP/OP AGG	\$2,000,000	
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						
B	AUTOMOBILE LIABILITY	57UECGI0215	12/17/99	12/17/00	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000	
	ANY AUTO				BODILY INJURY (Per person)	\$	
	<input checked="" type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident)	\$	
	<input checked="" type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)	\$	
	<input checked="" type="checkbox"/> HIRED AUTOS						
	<input checked="" type="checkbox"/> NON-OWNED AUTOS						
	GARAGE LIABILITY					AUTO ONLY - EA ACCIDENT	\$
	ANY AUTO					OTHER THAN AUTO ONLY: EA ACC	\$
						AGG	\$
	EXCESS LIABILITY					EACH OCCURRENCE	\$
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE					AGGREGATE	\$
	DEDUCTIBLE						
	RETENTION \$						\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	7CW30533501	09/01/99	09/01/00	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER		
	E.L. EACH ACCIDENT				\$1,000,000		
	E.L. DISEASE-EA EMPLOYEE				\$1,000,000		
						E.L. DISEASE-POLICY LIMIT	\$1,000,000
D	OTHER Professional Liability	PL514959	05/28/99	05/28/00	\$1,000,000 per claim \$1,000,000 annl aggr.		

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

ALL OPERATIONS OF NAMED INSURED
County of Santa Cruz & County of Santa Cruz Redevelopment Agency, their officials, employees, agents & volunteers are additional insureds with respect to General & Auto Liability for work done on their behalf by the named insured. Coverage is primary- X

CERTIFICATE HOLDER	ADDITIONAL INSURED; INSURER LETTER:	CANCELLATION
County of Santa Cruz Redevelopment Agency Agency Administrator 701 Ocean Street #510 Santa Cruz, CA 95060		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, SUPPLEMENT TO POLICY IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURED, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE <i>[Signature]</i>

Request for Taxpayer Identification Number and Certification

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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.)
STEVEN H. SANDERS

Business name (Sole proprietors see instructions on page 2.)
SANDERS & ASSOCIATES GEO STRUCTURAL ENGINEERING

Please check appropriate box: Individual/Sole proprietor Corporation Partnership Other ▶

Address (number, street, and apt. or suite no.)
7649 SUNRISE BLVD., SUITE G

City, state, and ZIP code
CITRUS HEIGHTS, CA 95610

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 on page 2. For other entities, it is your employer identification number (EIN). If you do not have a number, see How To Get a TIN below.

Note: If the account is in more than one name, see the chart on page 2 for guidelines on whose number to enter.

Social security number
| | + | + | | |

OR

Employer identification number
9433011443

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:

- 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
- 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 ▶ Steven H. Sanders Date ▶ 11/18/99

Section references are to the Internal Revenue Code.

Purpose of Form. 4 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 (or 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:

- You do not furnish your TIN to the requester, or
- The IRS tells the requester that you furnished an incorrect TIN, or
- 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
- 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 1963 only). or

- 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 then 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

0432

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

FROM: Redevelopment (Dept.)
[Signature] (Signature) 11/19/99 (Date)

The Board of Supervisors is hereby requested to approve the attached agreement and authorize the execution of the same.

- Said agreement is between the COUNTY OF SANTA CRUZ REDEVELOPMENT AGENCY (Agency) and SANDERS & ASSOCIATES GEOSTRUCTURAL ENGINEERING, 7649 sunrise Blvd., Suite G, Citrus Heights, CA 95610 (Name & Address)
- The agreement will provide feasibility studies for the preliminary design and construction of a soil nail wall for the East Cliff Drive Cliff Stabilization Project.
- The agreement is needed because the staff is unable to prepare the necessary work.
- Period of the agreement is from December 7, 1999 to June 30, 1999
- Anticipated cost is \$ 23,400.00 ~~XXXXXXXXXXXXXXXXXXXX~~ Not to exceed)
- Remarks: _____
- Appropriations are budgeted in 611143 (Index#) 9827 (Subobject)

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

Appropriations are available and have been encumbered. Contract No. CO 91984 Date 11/19/99
are not available and will be encumbered.
GARY A. KNUTSON, Auditor - Controller
By Ronald A. Silver Deputy.

Proposal reviewed and approved. It is recommended that the Board of Supervisors approve the agreement and authorize the Agency Administrator & development Agency to execute the same on behalf of the County of Santa Cruz (Agency).
County Administrative Officer

Remarks: SS (Analyst) By [Signature] Date 11/24/99

Agreement approved as to form. Date _____

Distribution:
Bd. of Supv. • White
Auditor-Controller • Blue
County Counsel • Green •
Co. Admin. Officer • Canary
Auditor-Controller • Pink
Originating Dept. • Goldenrod
To Orig. Dept. if rejected.
70
ADM 19 (6/95)

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
_____ 19 _____ By _____ Deputy Clerk