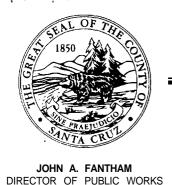
<sup>05</sup>25



### **County of Santa Cruz**

#### DEPARTMENT OF PUBLIC WORKS

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

AGENDA: JANUARY 11, 2000

December 29, 1999

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

SUBJECT: SOQUEL DRIVE ROADSIDE IMPROVEMENTS FROM ESTATES DRIVE

TO TERRACE DRIVE

Members of the Board:

The Department of Public Works proposes to construct roadside improvements (curb, gutter, sidewalk, and landscaping strip) on Soquel Drive between Estates Drive and Terrace Drive during fiscal year 1999/2000. The proposed project will provide continuous sidewalk on the south side of Soquel Drive between State Park Drive and the east end of Cabrillo College. The project will also greatly enhance the safe route to school plan for the children that attend the Mar Vista Elementary School.

Public Works proposes to retain Bowman and Williams Consultants to provide engineering services to update existing plans for the project. Bowman and Williams originally completed much of the design work for the project in 1992, but the project was postponed due to funding constraints. The original plans are proposed to be updated to provide for current County Design Criteria standards, including the addition of a landscaping strip where it can be accommodated within the existing right of way. The cost of the design work is \$14,124.00, including administrative cost. The design work and ultimately the construction of the project will be financed with funding identified in the County Road Budget with Aptos Roadside Improvement funds.

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

1. Approve the attached independent contractor agreement to retain Bowman and Williams for engineering design services for the Soquel Drive roadside improvements between Estates Drive and Terrace Drive for an amount not to exceed \$13,200.00.

2. Authorize the Director of Public Works to sign the agreement on behalf of the County.

Yours truly,

JOHN A. FANTHAM

Director of Public Works

JJP:mg

Attachments

RECOMMENDED FOR APPROVAL:

County Administrative Officer

copy to: Public Works

Mar Vista Elementary School

### INDEPENDENT CONTRACTOR AGREEMENT

THIS CONTRACT is entered into this 11TH day of JANUARY, 2000, by and between the COUNTY OF SANTA CRUZ, hereinafter called COUNTY, and BOWMAN AND WILLIAMS CONSULTING CIVIL ENGINEERS hereinafter called CONTRACTOR. The parties agree as follows:

- 1. <u>DUTIES.</u> CONTRACTOR agrees to exercise special skill to accomplish the following result: UPDATE PLANS FOR THE SOQUEL DRIVE ROADSIDE IMPROVEMENTS PROJECT.
- 2. <u>COMPENSATION</u>. In consideration for CONTRACTOR accomplishing said result, COUNTY agrees to pay CONTRACTOR as follows: NOT TO EXCEED \$13,200.00
- 3. <u>TERM.</u> The term of this contract shall be: FROM BOARD APPROVAL TO JUNE 30, 2000.
- 4. <u>EARLY TERMINATION</u>. Either party hereto may terminate this contract at any time by giving 30 days written notice to the other party.
- 5. <u>INDEMNIFICATION FOR DAMAGES. TAXES AND CONTRIBUTIONS.</u> CONTRACTOR shall exonerate, indemnify, defend, and hold harmless COUNTY (which for the purpose of paragraphs 5 and 6 shall include, without limitation, its officers, agents, employees and volunteers) from and against:
- A. Any and all claims, demands, losses, damages, defense costs, or liability of any kind or nature which COUNTY may sustain or incur or which may be imposed upon it for injury to or death of persons, or damage to property as a result of, arising out of, or in any manner connected with the CONTRACTOR'S 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. <u>INSURANCE</u>. CONTRACTOR at its sole cost and expense, for the full term of this Agreement (and any extensions thereof), shall obtain and maintain at a minimum compliance with all of the following insurance coverage(s) and requirements. Such insurance coverage shall be primary coverage as respects COUNTY and any insurance or self-insurance maintained by County shall be excess of CONTRACTOR'S insurance coverage and shall not contribute to it.

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

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

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

- (2) Automobile Liability Insurance for each of CONTRACTOR's vehicles used in the performance of this Agreement, including owned, non-owned (e.g. owned by CONTRACTOR's employees), leased or hired vehicles, in the minimum amount of \$500,000 combined single limit per occurrence for bodily injury and property damage. This insurance coverage shall not be required if vehicle use by CONTRACTOR is not a material part of performance of this Agreement and CONTRACTOR and COUNTY both certify to this fact by initialing here \_\_\_\_\_\_\_ [
- (3) Comprehensive or Commercial General Liability Insurance coverage in the minimum amount of \$1,000,000 combined single limit, including coverage for: (a) bodily injury, (b) personal injury, (c) broad-form property damage, (d) contractual liability, and (e) cross-liability.
- (4) Professional Liability Insurance in the minimum amount of \$1,000,000.00 combined single limit, if, and only if, this Subparagraph is initialed by CONTRACTOR and COUNTY \( \Lambda \)

#### B. Other Insurance Provisions

(1) If any insurance coverage required in this Agreement is provided on a "Claims Made" rather than "Occurrence" form, CONTRACTOR agrees to maintain the required coverage for a period of three (3) years after the expiration of this Agreement (hereinafter "post agreement coverage") and any extensions thereof CONTRACTOR may maintain the required post agreement coverage by renewal or purchase of prior acts or tail coverage. This provision is contingent upon post agreement coverage being both available and reasonably affordable in relation to the coverage provided during the term of this Agreement. For purposes of interpreting this requirement, a cost not exceeding 100% of the last annual policy premium during the term of this Agreement in order to purchase prior acts or tail coverage for post agreement coverage shall be deemed to be reasonable.

(2) All required Automobile and Comprehensive or Commercial General Liability Insurance shall be endorsed to contain the following clause:

"The County of Santa Cruz, its officials, employees, agents and volunteers are added as an additional insured as respects the operations and activities of, or on behalf of, the named insured performed under Agreement with the County of Santa Cruz."

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

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

JOHN PRESLEIGH
DEPARTMENT OF PUBLIC WORKS
701 OCEAN STREET
ROOM 410
SANTA CRUZ, CA 95060

- (4) CONTRACTOR agrees to provide its insurance broker(s) with a full copy of these insurance provisions and provide COUNTY on or before the effective date of this Agreement with Certificates of Insurance for all required coverages. All Certificates of Insurance shall be delivered or sent to: JOHN PRESLEIGH, DEPARTMENT OF PUBLIC WORKS, 701 OCEAN STREET, ROOM 410, SANTA CRUZ, CA 95060
- 7. **EQUAL EMPLOYMENT OPPORTUNITY.** During and in relation to the performance of this Agreement, CONTRACTOR agrees as follows:
- A. The CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, color, religion, national origin, ancestry, physical or mental disability, medical condition (cancer related), marital status, pregnancy, sex, sexual orientation, age (over 18), veteran status or any other non-merit factor unrelated to job duties. Such action shall include, but not be limited to the following: recruitment; advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training (including apprenticeship), employment, upgrading, demotion, transfer. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notice setting forth the provisions of this non-discrimination clause,
- B. If this Agreement provides compensation in excess of \$50,000 to CONTRACTOR and if CONTRACTOR employs fifteen (15) or more employees, the following requirements shall apply:
- (1) The CONTRACTOR shall, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, ancestry, physical or mental disability, medical condition (cancer related), marital

status, pregnancy, sex, sexual orientation, age (over 18), veteran status, or any other non-merit factor unrelated to job duties. In addition, the CONTRACTOR shall make a good faith effort to consider Minority/Women/Disabled Owned Business Enterprises in CONTRACTOR's solicitation of goods and services. Definitions for Minority/Women/Disabled Business Enterprises are available from the COUNTY General Services Purchasing Division.

- (2) The CONTRACTOR shall furnish COUNTY Affirmative Action Office information and reports in the prescribed reporting format (PER 40 12) identifying the sex, race, physical or mental disability and job classification of its employees and the names, dates and methods of advertisement and direct solicitation efforts made to subcontract with Minority/Women/Disabled Business Enterprises.
- (3) In the event of the CONTRACTORS non-compliance with the non-discrimination clauses of this Agreement or with any of the said rules, regulations, or orders said CONTRACTOR may be declared ineligible for further agreements with the COUNTY.
- (4) The CONTRACTOR shall cause the foregoing provisions of this Subparagraph 7B. to be inserted in all subcontracts for any work covered under this Agreement by a subcontractor compensated more than \$50,000 and employing more than fifteen (15) employees, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.
- 8. <u>INDEPENDENT CONTRACTOR STATUS</u>. CONTRACTOR and COUNTY have reviewed and considered the principal test and secondary factors below and agree that CONTRACTOR is an independent contractor and not an employee of COUNTY. CONTRACTOR is responsible for all insurance (workers compensation, unemployment, etc.) and all payroll related taxes. CONTRACTOR is not entitled to any employee benefits. COUNTY agrees that CONTRACTOR shall have the right to control the manner and means of accomplishing the result contracted for herein.

<u>PRINCIPAL TEST:</u> The CONTRACTOR rather than COUNTY has the right to control the manner and means of accomplishing the result contracted for.

SECONDARY FACTORS: (a) The extent of control which, by agreement, COUNTY may exercise over the details of the work is slight rather than substantial; (b) CONTRACTOR is engaged in a distinct occupation or business; (c) In the locality, the work to

be done by CONTRACTOR is usually done by a specialist without supervision, rather than under the direction of an employer; (d) the skill required in the particular occupation is substantial rather than slight; (e) The CONTRACTOR rather than the COUNTY supplies the instrumentalities, tools and work place; (f) The length of time for which CONTRACTOR is

**54** Page 4

engaged is of limited duration rather than indefinite; (g) The method of payment of CONTRACTOR is by the job rather than by the time; (h) The work is part of a special or permissive activity, program, or project, rather than part of the regular business of COUNTY; (i) CONTRACTOR and COUNTY believe they are creating an independent contractor relationship rather than an employer-employee relationship; and (j) The COUNTY conducts public business.

It is recognized that it is not necessary that all secondary factors support creation of an independent contractor relationship, but rather that overall there are significant secondary factors which indicate that CONTRACTOR is an independent contractor.

By their signatures to this Agreement, each of the undersigned certifies that it is his or her considered judgment that the CONTRACTOR engaged under this Agreement is in fact an independent contractor.

- 9. <u>CONTRACTOR</u> represents that its operations are in compliance with applicable County planning, environmental and other laws or regulations.
- 10. <u>CONTRACTOR</u> is responsible to pay prevailing wages and maintain records as required by Labor Code Section 1770 and following.
- 11. <u>NONASSIGNMENT.</u> CONTRACTOR shall not assign this agreement without the prior written consent of the COUNTY.
- 12. <u>RETENTION AND AUDIT OF RECORDS</u>. CONTRACTOR shall retain records pertinent to this Agreement for a period of not less than five (5) years after final payment under this Agreement or until a final audit report is accepted by COUNTY, whichever occurs first. CONTRACTOR hereby agrees to be subject to the examination and audit by the Santa Cruz County Auditor-Controller, the Auditor General of the State of California, or the designee of either for a period of five (5) years after final payment under this Agreement.
- 13. <u>PRESENTATION OF CLAIMS.</u> Presentation and processing of any or all claims arising out of or related to this Agreement shall be made in accordance with the provisions contained in Chapter 1.05 of the Santa Cruz County Code, which by this reference is incorporated herein.
- 14. <u>ATTACHMENTS.</u> This Agreement includes the following attachments: PROPOSAL, RATE SCHEDULE, INSURANCE CERTIFICATE.

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

APPROVED AS TO FORM:

Chief Assistant County Counsel

DISTRIBUTION: Auditor-Controller

Contractor Public Works CONTRACTOR

BOWMAN AND WILLIAMS CONSULTING ENGINEERS

Address: P.O. BOX 1621

SANTA CRUZ, CA 9506 1 - 162 1

Telephone: 426-3 560



## BOWMAN & WILLIAMS CONSULTING CIVIL ENGINEERS

A CALIFORNIA CORPORATION

1011 CEDAR • P.O. BOX 1621 • SANTA CRUZ, CA 95061-1621 (631) 426-3560 • Fax (831) 426-9182 www.bowmanandwilliams.com



October 28, 1999

County of Santa Cruz c/o Mr. Charlie Rous Department of Public Works 701 Ocean Street Santa Cruz, CA 95060

OPY ATT	\ \ \												>			\ \ \	\ \ \		
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Re: Engineering for Upgrading of Street Improvement Plans for Soquel Drive , Between Estates Drive and Terrace Drive. Our File  $2\,1672$ 

Dear Mr. Rous,

Bowman & Williams is pleased to submit the following proposal to design and engineer and upgrading of street improvement plans for Soquel Drive, between Estates Drive and Terrace Drive. The upgrade would be to provide wider bicycle lanes, revise bus turnouts to new standards, change intersection alignment at Mar Vista Drive, redesign retaining walls where height increases due to changes in alignment. The following estimate is based upon our understanding of what plan revision are required. Our estimated fee for the above work is \$13,200.00. See attached cost breakdown. We have excluded preparation of legal descriptions for (Right of Way) ROW take. ROW takes will be displayed graphically only. We have excluded topography and control for Mar Vista Drive Intersection if this is required you will need to add about \$1,720.00 to the above estimate. If you have any questions please do not hesitate to call.

Very Truly Yours
Bownian & Williams

Thomas A. Mason P.E.



# ESTIMATE OF FEES FOR PROFESSIONAL ENGINEERING SERVICES COUNTY OF SANTA CRUZ SOQUEL DRIVE FROM ESTATES DRIVE TO TERRACE DRIVE UP GRADE EXISTING PLANS TO NEW STANDARDS

BOWMAN & WILLIAMS Job # 21672

Bowman & Williams 1011 Cedar Street Santa Cruz, CA 95060

28-Oct-99

	Personnel	•	Associate Engineer		Technical Draftsman	Clerical	2-Man Survey <b>Crew</b>	Licensed Surveyor	Total
DESCRIPTION OF WORK:	Hourly Rate	125.00	115.00	95.00	65.00	55.00	145.00	115.00	
Preliminary Assessment	hours:	4.00 500.00	-	-	•	-	-		500.00
2. Plan Revisions	hours: cost:	12.00 <b>1,500.00</b>	<u>.</u>	24.00 <b>2,280.00</b>	48.00 <b>3,120.00</b>	-	-		6,900.00
3. Cross Section Revisions	hours: cost:	8.00 <b>1,000.00</b>	-		24.00 <b>1,560.00</b>	-			2,560.00
4. Intersection Design	hours: cost:	4.00 500.00	-	12.00 <b>1,140.00</b>	24.00 <b>1,560.00</b>	-			3,200.00
ESTIMATE OF FEES FOR PROI	FESSIONAL ENG	INEERING	SERVICES						\$ 13,160.00

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SANTA CRUZ CA 95060			COMPANIES AFFORDING COVERAGE						
Phone No. 831-423-1822 Fax No. 831-423-2462			A FIREMANS FUND						
SURED		COMPANY B A							
BOWMAN & WILLIAMS	INC	COMPANY C Z							
PO BOX 1621 SANTA CRUZ CA 9506	1	COMPANY D 1	UDOR INSUR	ANCE COMPANY	ositi				
COVERAGES  THIS IS TO CERTIFY THAT THE POLIFIED INDICATED, NOTWITHSTANDING AN CERTIFICATE MAY BE ISSUED OR MAY EXCLUSIONS AND CONDITIONS OF SECULOSIONS AND CONDITIONS AND	Y REQUIREMENT, TERM OR CONDITI NY PERTAIN, THE INSURANCE AFFORI	ON OF ANY CONTRACT DED BY THE POLICIES I	OR OTHER DOCUI	MENT WITH RESPECT TO V	VHICH THIS				
TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS					
GENERAL LIABILITY  X COMMERCIAL GENERAL LIABILITY	B#/000E007E4	00/01/00	00/01/05	GENERAL AGGREGATE	\$2,000,000				
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X Products/Comp Ops	<del>r</del>			FIRE DAMAGE (Any one fire)	\$ 100,000				
				MED EXP (Any one person)	s 10,000				
AUTOMOBILE LIABILITY  ANY AUTO	01CD47447860-7	08/01/99	08/01/00	COMBINED SINGLE LIMIT	\$ 1000000				
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X HIRED AUTOS X NON-OWNED AUTOS				BODILY INJURY (Per accident)	s				
H	<del> </del>			PROPERTY DAMAGE	\$				
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WORKERS COMPENSATION AND				X WC STATU- OTH-	\$				
EMPLOYERS LIABILITY  THE PROPRIETOR/				EL EACH ACCIDENT	\$1,000,000				
C THE PROPRIETOR/ PARTNERS/EXECUTIVE OFFICERS ARE: EXCL	2043465-02	09/01/99	09/01/00	EL DISEASE - POLICY LIMIT EL DISEASE - EA EMPLOYEE	\$1,000,000				
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CERTIFICATE HOLDER		CANCELLAT	ION						
AAINIMII AT 22		SHOULD ANY OF THE <b>ABOVE</b> DESCRIBED POLICIES BE CANCELLED BEFORE THE							
COUNTY OF SANTA PUBLIC WORKS D				ISSUING COMPANY WILL ENDE					
ATTN : Charlie	Rous			O THE CERTIFICATE HOLDER N	,				
701 OCEAN STRE SANTA <b>CRUZ</b> CA		-OF ANY KINE	BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOST NO OBLICATION OR LIABILITY  OF ANY KIND UPON THE COUPANY, HE ASSETTS OR REPRESENTATIVES.						
		AUTHORIZED RE	PRESENTATIVE	Cegel					
<u>ACOTT</u> <u>95)</u>				" ACORD C	ORPORATE IN 12				

1011 CEDAR • P.O. BOX 1621 • SANTA CRUZ, CA 95061-l 621 (831) 426-3560 • Fax (831) 426-9182 www.bowmanandwilliams.com

### HOURLY CHARGE RATES

Effective July 26, 1999 - July 26, 2000\*

OFFICE AND PROFESSIONAL Court Appearances and Preparation Therefor (Registered Engineer or Licensed Land Surveyor)	\$175.00	
Principal Engineer	125.00	•
Associate Engineer	115.00	
Assistant Engineer	95.00	
Junior Engineer	75.00	
Licensed Surveyor	115.00	
Technical Draftsman	65.00	
Draftsman	60.00	
Clerical	55.00	
FIELD SURVEY CREW: Construction Survevs, 2 hour minimum One-Man Robotic Instrument Two-Man Survey Crew One-Man GPS Two-Man (Prevailing wage rates) Three-Man Certified Haz Mat  EXPENSES Consultant Charges x 1.15 Reproduction, Fees and Miscellaneous Expenses x 1.25 Survey Equipment, Vehicle, Stakes and Mileage (within 25 mi.) are included in E-Mail Electronic Data Transfer Electronic and Media Disk Mailer	\$145.00 \$145.00 \$250.00 \$165.00 \$165.00 \$240.00	
COUNTER CHARGES: Record Maps and Deed Research Research Assessors Parcel Number Assessors Map Pages	\$5.00 ead \$5.00 ead \$2.00 ead	

<sup>\*</sup> After July 26, 2000 rates shown will increase by consumer price index for the prior 12 months unless adjusted otherwise.

### **COUNTY OF SANTA CRUZ**

### REQUEST FOR APPROVAL OF AGREEMENT

0537

TO: Board of Supervisors County Administrative Officer County Counsel Auditor-Controller	FROM:	PUBLIC WORKS  (Signa	(Dept.)
The Board of Supervisors is hereby	requested to approve the attach ed ag	reement and authorize the executi	on of the same.
1. Said agreement is between the BOWMAN AND WILLIAM  P.O. BOX 1621, SAN	IS CONSULTING ENGINEERS		
<b>2.</b> The agreement will provide $\frac{\mathbb{D}}{\mathbb{D}}$	ESIGN ENGINEERING SERVICES H	FOR <b>SOUEL</b> DRIVE <b>CURB,</b> GUI	TTER, AND SIDEWALK
IMPROVEMENT PROJECT FROM E	STATES DRIVE TO TERRACE DRIV	7E.	
3. The agreement is needed.BECA	use <b>the work</b> can be perfo	ORMED MOST EXPEDITIOUS	SLY BY C.
4. Period of the agreement is from	BOARD APPROVAL	to JUNE 30, 1999	)
5. Anticipated cost is	XHH \$13,200.00	(Fixed amount;	Monthly rate; Not to exceed
6. Remarks: CONTRACT \$13,200.	<b>00; OVERHEAD</b> \$924.00; TOTAL	L \$14,124.00	
NOTE: IF APP		ATTACH COMPLETED FORM	AUD-74
Proposal reviewed and approved. It DIRECTOR OF PUBLIC WORKS	is recommended that the Board of Su to execute the sam (Agency).	ne on behalf of the PUBLIC WORKS	S DEPARTMENT
Remarks:	(Agency).	Co unty Administr ative	
Agreement approved as to form. D	( , , , , ,		
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.  ADM-29 (6/95)	State of California, do hereby certify	officio Clerk of the Board of Supervisor that the foregoing request for approval mended by the County Administrative (	of agreement was approved by