

JOHN A. FANTHAM D RECTOR OF PUBLIC WORKS **County of Santa Cruz**

DEPARTMENT OF PUBLIC WORKS

701 OCEAN STREET, ROOM 410, SANTA CRUZ, CA 95060 (931) 4643160 FAX (931) 454-2395 TDD (931) 454-2123

AGENDA: AUGUST 15, 2000

August 10, 2000

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

SUBJECT: VINE HILL ROAD CULVERT REPLACEMENT PROJECT

Members of the Board:

In April 2000 a small hole developed in the surface of Vine Hill Road where Branciforte Creek crosses underneath. It was discovered that the two 60" culverts had failed and recent storms washed away much of the material under the road.

Public Works road maintenance crews installed a temporary "Bailey Bridge" to span the undermined portion of the road. This reestablished one lane of traffic, which is currently controlled by stop signs. It was believed at that time that this temporary repair would last through the winter and would enable Public Works to proceed with the formal development of plans and specifications for a culvert replacement project next spring.

Unfortunately, after a recent inspection by Public Works, it has now become evident that the temporary repairs made in the spring will not last through the winter. Even during this summer's dry weather, more erosion has occurred under the road and the undermining now extends to the limits of support provided by the temporary Bailey Bridge.

If construction is not completed before the rains begin this winter, the road will completely wash out and sever access to the residents of the area, which includes the Happy Valley School. If this happens, school access will require a **12-mile** circumnavigation using Highway 17 that includes making a left turn from Vine Hill Road onto Highway 17.

SANTA CRUZ COUNTY BOARD OF SUPERVISORS Page -2-

In order to schedule construction to coincide with the current school break, from August 15 to August 28, 2000, Public Works solicited four emergency bids to replace the culvert. Three contractors submitted bids, and the low bidder was Reber Construction Company Inc., in the amount of \$45,227.00. Reber Construction Company is prepared to do the work within the allocated time required.

Sufficient funds for this project are available in the road maintenance budget, including contingencies and administration.

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

- 1. Authorize Public Works to proceed with repairs for the Vine Hill Road Culvert Replacement Project on an emergency basis.
- 2. Accept the low bid from Reber Construction Company, Inc., in the amount of \$45,227.00
- **3**. Authorize the acting Director of Public Works to sign the independent contractor agreement with Reber Construction Company Inc., on behalf of the County.

Yours truly,

THOMAS L. BOLICH Acting Director of Public Works

JES:mg

Attachments

RECOMMENDED FOR APPROVAL:

County Administrative Officer

copy to: Public Works Reber Construction Company Inc.

INDEPENDENT CONTRACTOR AGREEMENT

THIS CONTRACT is entered into this _____ day of _____ 2000 by and between the COUNTY OF SANTA CRUZ, hereinafter called COUNTY, and' REBER CONSTRUCTION CO., INC., hereinafter called CONTRACTOR. The parties agree as follows:

1. <u>DUTIES.</u> CONTRACTOR agrees to exercise special skill to accomplish the following result: Perform all work required to remove two existing 60" culverts under Vine Hill Road and one upstream **headwall** and install a 13' 11" x 9' **5**" pipe-arch culvert as described in the attached Vine Hill Road Culvert **Replacment** Project construction details.

2. <u>COMPENSATION.</u> In consideration for CONTRACTOR accomplishing said result, COUNTY agrees to pay CONTRACTOR as follows: Per attached cost proposal

3. <u>**FERM**</u>, mathe Berm of this contract shall be: a 1 to completion.

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 CONTRACTORS 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. <u>Types of Insurance and Minimum Limits</u>

(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 - l

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

(4) Professional Liability Insurance in the minimum amount of \$1,000,000.00_combined single limit, if, and only if, this Subparagraph is initialed by CONTRACTOR and COUNTY _____.

B. <u>Other Insurance Provisions</u>

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

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

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

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

following clause:

"This insurance shall not be canceled until **after** thirty (30) days prior written notice has been given to: JOHN SWENSON COUNTY OF SANTA CRUZ PUBLIC WORKS DEPARTMENT 701 OCEAN STREET, ROOM 410 SANTA CRUZ, CA 95060

(4) CONTRACTOR agrees to provide its insurance broker(s) with a full copy of these insurance provisions and provide COUNTY on or before the effective date of this Agreement with Certificates of Insurance for all required coverages. All Certificates of Insurance shall be delivered or sent to: JOHN SWENSON

COUNTY OF SANTA CRUZ PUBLIC WORKS DEPARTMENT 70 1 OCEAN STREET, ROOM 4 10 SANTA CRUZ, CA 95060

7. <u>EOUAL EMPLOYMENT OPPORTUNITY.</u> 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 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. <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.

<u>SECONDARY FACTORS</u>: (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. <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: Cost Proposal and Construction Details

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

COUNTY OF SANTA CRUZ

CONTRACTOR REBER CONSTRUCTION CO., INC.

By: _____ Director of Public Works By: _____

Address: P. 0. Box 273 Santa Cruz, CA 95061-0273

Telephone: (83 1) 429-9777 FAX:______ E-MAIL_____

APPROVED AS TO FORM: By: Chief Assistant County Counsel

DISTRIBUTION:

Auditor-Controller Contractor Public Works

JES:bbs

VINEB

INDCONTR.DOC REV. 6/2/98

COUNTY OF SANTA CRUZ DEPARTMENT OF PUBLIC WORKS			Sheet 1 of 1 Made by: jes	Date 7/8/00	
	COST PROPO	Checked by Revised by Checked by	Date Date Date		
	Vine Hill Road Culvert Replacement Provide Vine Hill Road at crossing with Branciforte			- -	
Item No.	Item Description	Unit	Quantity	Unit Price	Amount
1	Mobilization	L.S.	1	3,500,00	3,500.00
2	Traffic Control	L.S.	1	3.500.00	3,500.00
3	Demolition, Clearing and Grubbing	L.S.	1	8,860.00	8,860,00
۷.	Pipe (assembly and installation only)	L.S.	1	10,300.00	10,300.00
5	(F)Structural Backfill	C.Y.	215	27.00	5,805,00
6	Class II Base Rock	TON	53	34.00	1,802.00
-7 1	AC Pavement	TON	20	165.00	3,300,00
8 -	Rock Slope Protection	TON	31	160.00	4,960.00
9	Creek Diversion and Erosion Control	L.S.	1	3,200,00	3,200,00
<u></u>				-	
				Total=	45.227.00

COMPANY: Reber Construction Co. Onc.		
SIGNED: James A Rober	DATE: <u> </u>	
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VINE HILL ROAD CULVERT REPLACEMENT PROJECT

CONSTRUCTION DETAILS

1 0-2.01 MOBILIZATION. Mobilization shall conform to the provisions in Section 11, "Mobilization," of the Standard Specifications.

The contract lump sum price paid for Mobilization shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all work involved in mobilization and no additional compensation will be allowed therefor.

1 0-2.02 TRAFFIC CONTROL. Attention is directed to Sections 7-1.08, "Public Convenience," 7-1.09, "Public Safety," 12-2.02, "Flagging Costs," and 12-3.04, "Portable Delineators," of the Standard Specifications and these special provisions.

To coincide with school break, the road may be closed between August 15, 2000, and August 28, 2000. After August 28, 2000, a minimum of one lane of traffic shall remain open.

Lane closures shall conform to the provisions in the section of these special provisions entitled "Traffic Control System".

Personal vehicles of the Contractor's employees shall not be parked on the traveled way at any time, including any section closed to public traffic.

The provisions in this section may be modified or altered if, in the opinion of the Engineer, public traffic will be better served and work expedited. Said modifications or alterations shall not be adopted until approved in writing by the Engineer.

The Contractor shall be responsible for installing and maintaining adequate temporary traffic lane markers, pavement markings and temporary traffic signs to replace existing traffic control devices removed by construction.

The type and location of these temporary traffic control devices shall be as specified by the Engineer.

Signs for traffic control system shall conform to the provisions under "Construction Area Signs" elsewhere in these special provisions.

The provisions of this section will not relieve the Contractor from his responsibility to provide such additional devices or take such measures as may be necessary to comply with the provisions of Section 7-1.09, "Public Safety," of the Standard Specifications.

If any component in the traffic control system is damaged, displaced, or ceases to

operate or function as specified, from any cause, during the progress of the work, the Contractor shall immediately repair said component to its original condition or replace said component and shall restore the component to its original location.

Minor deviations from the requirements of this section concerning hours of work may be permitted upon approval by the Engineer.

The contract lump sum price paid for Traffic Control shall include full compensation for furnishing all labor, materials (including signs), tools, equipment and incidentals, and for doing all the work involved in placing, removing, storing, maintaining, replacing, and disposing of the components of the traffic control system as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer and no separate payment will be made therefor.

1 0-2.03 **DEMOLITION, CLEARING AND GRUBBING.** Demolition, clearing and grubbing shall conform to the provisions of Section 16, "Clearing and Grubbing," of the Standard Specifications and these special provisions.

Vegetation shall be cleared and grubbed only within the excavation lines.

All existing vegetation outside the areas to be cleared and grubbed shall be protected from injury or damage resulting from the Contractor's operations.

All activities controlled by the Contractor, except cleanup or other required work, shall be confined within the immediate areas of the project.

Nothing herein shall be construed as relieving the Contractor of responsibility for final cleanup of the highway as provided in Section 4-1.02, "Final Cleaning Up," of the Standard Specifications.

Miscellaneous items of work not specifically included in other contract bid items shall be considered as included in the unit price bid for "Clearing and Grubbing.". Such items include, but are not limited to, minor demolitions, removals, or abandonments as delineated on the plans or as directed by the Engineer in the field.

The contract lump sum price paid for Demolition, Clearing and Grubbing shall include full compensation for furnishing all labor, material, tools, equipment and incidentals, and for doing all the work involved in demolition, clearing and grubbing as shown on the plans and as directed by the Engineer, including removal of all vegetation necessary to complete the contract, and disposal of all excess material, and no additional compensation will be allowed therefor.

1 0-2.04 STORM DRAIN. Assembly and installation shall conform to the recommendations of the pipe manufacturer.

The County will supply and deliver the aluminum culvert to the site.

This item shall include saw cutting and removing a section of the upstream headwall and forming and pouring concrete around the new culvert with anchor bolts (supplied by County) and doweling the new concrete into the existing headwall.

The contract lump sum price paid for Aluminum Culvert shall include full compensation for furnishing all labor, material (excluding pipe and bolts), tools, equipment, and incidentals and for doing all the work of assembling and installing the aluminum culvert complete in place as shown on the plans and as directed by the Engineer, including excavation, headwall modification at the upstream end, necessary pipe fittings and materials, pipe cushion, and disposal of excess excavated material, and no additional compensation will be allowed therefor.

1 O-2.05 (F)STRUCTURE BACKFILL. Structure Backfill shall conform to the provisions of Section 1 9-3.06, "Structure Backfill," of the Standard Specifications and these special provisions.

The contract unit price paid per cubic yard for Structure Backfill shall include full compensation for furnishing all labor, material, tools, equipment and incidentals, and for doing all the work involved in Structure Backfill, as shown on the plans, and as described in these specifications and special provisions, and as directed by the Engineer and no additional compensation will be allowed therefor.

1 O-2.06 AGGREGATE BASE CLASS 2. Aggregate base shall be Class 2 and shall conform to the provisions of Section 26, "Aggregate Bases," of the Standard Specifications and these special provisions.

At the option of the Contractor the grading for either the 1-1/2 inch maximum or 3/4 inch maximum aggregate may be used, except that once a grading is selected it shall not be changed without written approval 'by the Engineer.

The contract unit price paid per ton for Aggregate Base Class 2 shall include full compensation for furnishing all labor, material, tools, equipment, and incidentals, and for doing all the work involved in placing and compacting Aggregate Base Class 2 complete in place as shown on the plans and as directed by the Engineer, and no additional compensation will be allowed therefor.

10-2.07 ASPHALT CONCRETE TYPE B. Asphalt concrete shall be Type B and shall conform to the provisions of Section 39, "Asphalt Concrete," of the Standard Specifications and these special provisions.

Asphalt concrete shall be produced from commercial quality asphalt and aggregates. The spreading and compacting requirements of Sections 39-6.02, "Spreading," and 39-6.03, "Compacting," of the Standard Specifications will not apply.

The asphalt concrete shall conform to the following requirements:

1. Asphalt concrete shall be produced at a central mixing plant.

2. Aggregate shall conform to the 1/2 inch maximum, medium grading specified in Section 39-2.02, "Aggregate," of the Standard Specifications.

3. Paving asphalt shall be viscosity grade AR-4000 conforming to the provisions of Section 92, "Asphalts," of the Standard Specifications.

4. The amount of asphalt to be mixed with the aggregate shall be between 4 percent and 7 percent by weight of the dry aggregate, as determined by the Engineer.

5. Spreading and compacting shall be performed by methods that will produce an asphalt concrete surfacing of uniform smoothness, texture, and density.

6. A prime coat of liquid asphalt, SC-70, shall be applied. Where directed by the Engineer, sand cover shall be spread uniformly over the prime coat at the approximate rate of 5 to 7 pounds per square yard.

The contract unit price paid per ton for Asphalt Concrete Type B shall include full compensation for furnishing all labor, material, tools, equipment and incidentals, and for doing all the work of constructing asphalt concrete paving complete in place as shown on the plans and as directed by the Engineer, including spreading, compacting, prime coat and sand cover, and no additional compensation will be allowed therefor.

10-2.08 ROCK SLOPE PROTECTION (METHOD A PLACEMENT). Construction of the rock slope protection shall conform to applicable provisions of Section 19, "Earthwork," and Section 72-2, "Rock Slope Protection," of the Standard Specifications and these special provisions.

The rock slope protection shall be 1/2-ton or 3/4-ton class revetment type rock placed in accordance with the Method A placement method.

The contract unit price per ton paid for Rock Slope Protection shall include full

compensation for furnishing all labor, materials, tools, equipment and incidentals and for performing all the work of constructing the rock slope protection, complete in place, including foundation course excavation and backfill, disposal of excess excavated material, and no additional compensation will be allowed therefor.

1 0-2.09 EROSION. CONTROL AND CREEK DIVERSION. Erosion control shall conform to the provisions of the County of Santa Cruz-Erosion Control Ordinance and of Section 20, "Erosion Control and Highway Planting," of the Standard Specifications and these special provisions.

All areas of disturbed soil shall be recontoured to blend with adjacent natural slopes, as directed by the Engineer and native species shall be used if replanting is required.

Between October 15 and April 15, vegetation removal shall not precede subsequent grading or construction activities by more than 15 days. During this period temporary vegetation cover shall be placed and consist of the following:

Seed Type	Application Rate
'Blando' Brome	12 lbs./acre
Barley	75 " "
'Luna' or Purple Vetch	8 ^{11 11}

Applied with the seed should be ammonium phosphate sulfate fertilizer (16-20-o with 15 units of sulfur) at a rate of 100 lbs./acre and a straw mulch at the rate of 2 tons/acre.

Overall responsibility for compliance to erosion control measures shall be borne by the contractor.

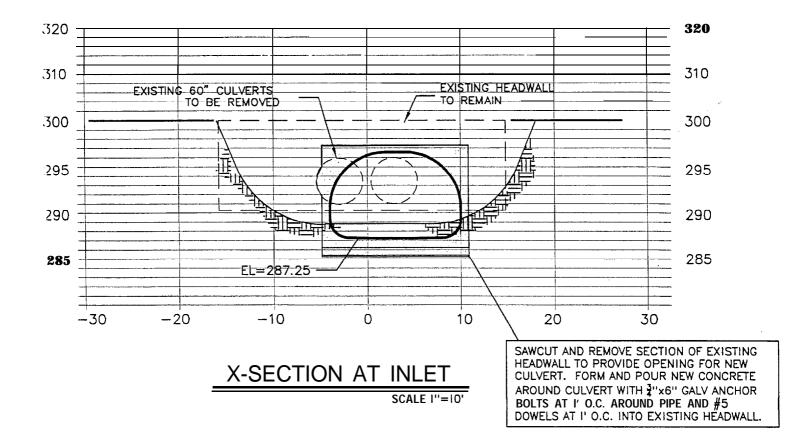
Although this site is exempt from the 1601 Fish and Game permit process, the Contractor shall comply with the general requirement of the Fish and Game Department concerning work areas adjacent to streams. A silt fence backed by hay bales shall be placed between all areas of work and the channel. **No silt shall be allowed to enter the stream.**

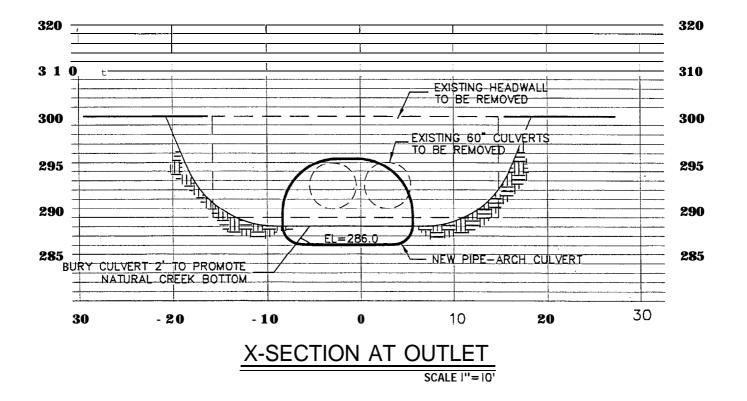
The creek shall be piped through the work area with a pipe sufficient in size to convey existing creek flows. Creek Diversion shall consist of a HDPE diversion pipe through the work area.

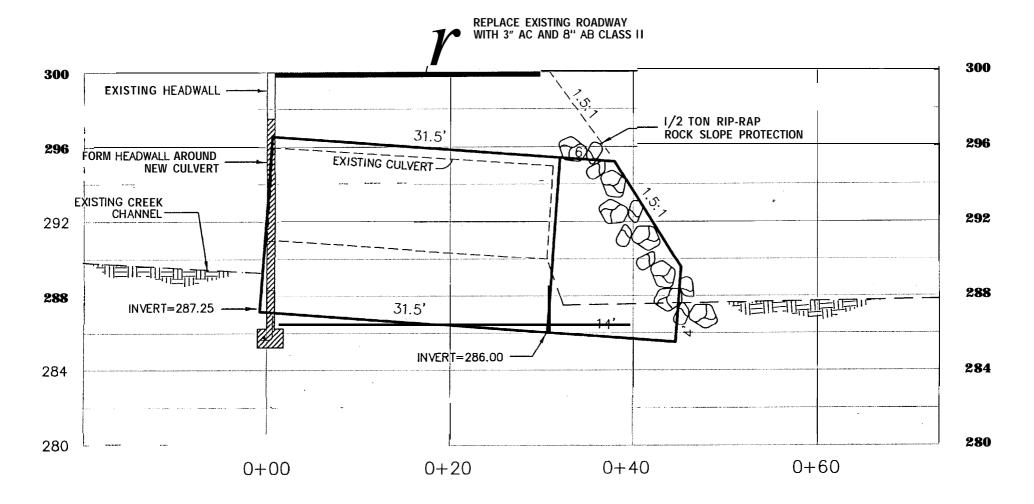
Creek Diversion shall be constructed in accordance with the requirements of the California Department of Fish and Game. All facilities are considered "temporary" and

shall be removed and disposed of at the Contractor's expense at the end of the construction work.

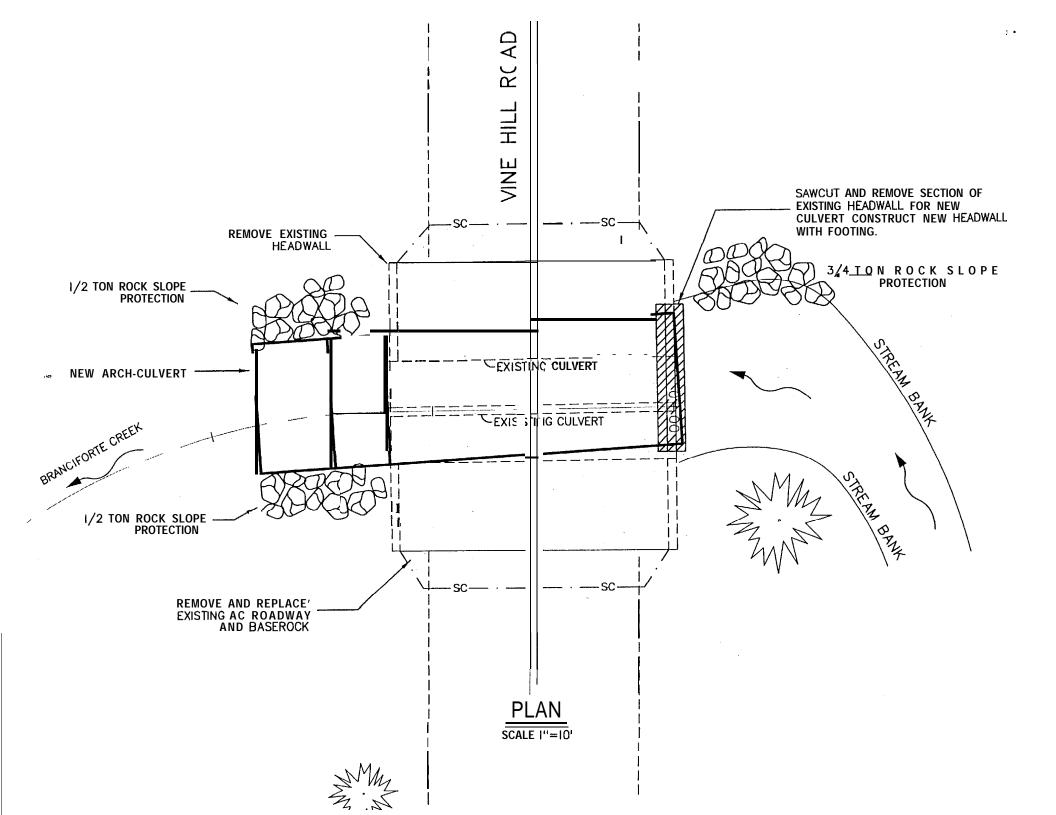
The contract lump sum price paid for Erosion Control and Creek Diversion shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all work involved in providing erosion control and diverting the creek through the construction area as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer and no additional compensation will be allowed therefor.







PROFILE



COUNTY OF SANTA CRUZ REQUEST FOR APPROVAL OF AGREEMENT

TO: Board of Supervisors Cour ty Administrative Officer	FROM:	PUBLIC WORKS	(Dept.)
Cour ty Counsel Auditor-Controller	Monar	(Signature)	
The Board of Supervisors is hereby r	equested to approve the attached agreemen	nt and authorize the execution of the	same.
1. Said (greement is between the REBER CONSTRUCTION C	OMPANY, INC.		
and <u>P.O. BOX 273, SANTA</u>	CRUZ, CA 95061-0273		(Name & Address)
2. The agreement will provide $\overline{\mathrm{FOR}}$	THE REMOVAL AND REPLACEMENT OF	CULVERTS ON VINE HILL ROAD)
AT BRANCIFORTE CREEK	CROSSING		
3. The cgreement is needed	SE THIS WORK CAN BE PERFORMED	MOST_ECONONOMICALLY AND EXPE	EDITIOUSLY
BY CONTRACT			
4. Period of the agreement is from _	BOARD APPROVAL	to JUNE 30, 2001	
-			
5. Anticipated cost is \$ <u>45,227.00</u>	\$6,784.05	(Fixed amount; Monthly ra	ite; Not to exceed)
6. Remarks: <u>CONTRACT</u> \$45,227	.00: 15% CONTINGENCY	7% OVERHEAD \$3,640.77	1;
TOTAL \$55,651.82			
7. Appropriations are budgeted in <u>(</u>	621100! 40016! 3596!	(Index#)_ 3590	<u> (Subobj</u> ect)
NOTE: IF APP	ROPRIATIONS ARE INSUFFICIENT, ATT	ACH COMPLETED FORM AUD-74	<u> </u>
Appropri stions are not available and	Contract encumbered. o	<u>CO 02223</u>	Date 8/10/0
	GARY	A. KNUTSON, Auditor - Controller	, ,
	Ву	Ronall J. Situ	Deputy.
Proposal reviewed and aprroved. It is <u>ACTING DIRECTOR OF PUBLIC</u>	s recommended that the Board of Supervis WORKS to execute the same on	sors approve the agreement and autho behalf of the PUBLIC WORKS DEPA	r ize the ARTMENT
	(Agency).	County Administrative Officer	
Remarks	_	Dete	-
	(Analyst)	Date	,
Agreement approved as to form. Dat	e		
JES:ng			
Distribution: Bd. o ⁵ Supv. • White Auditor-Controller • Blue County Counsel - Green * Co. Admin. Officer - Conory Audit or-Controller - Pink Origir ating Dept Goldenrod	State of California) County of Santa Cruz) County of Santa Cruz) State of California, do hereby certify that the said Board of Supervisors as recommended		nt was approved by
'To C-rig. Dept. if rejected.	In the minutes of said Board on	County Ad	Iministrative Officer
/ DM - 29 (6/95)	19	Uy	Deputy Clerk