



County of Santa Cruz 0287

DEPARTMENT OF PUBLIC WORKS

701 OCEAN STREET, ROOM 410, SANTA CRUZ, CA 95060
(831) 454-2160 FAX (831) 464-2386 TDD (831) 454-2123

THOMAS L. BOLICH
DIRECTOR OF PUBLIC WORKS

AGENDA: OCTOBER 24, 2000
October 12, 2000

SANTA CRUZ COUNTY BOARD OF SUPERVISORS

701 Ocean Street
Santa Cruz, California 95060

**SUBJECT: ROY WILSON YARD - GROUNDWATER MONITORING
AND WELL REPLACEMENT**

Members of the Board:

On May 18, 1999, your Board approved an amendment to the subject contract with D&M Consulting Engineers, Inc. The amendment extended the contract through June 30, 2000, and provided funding necessary to relocate an on-site water supply well and to monitor groundwater contamination from two underground fuel tank leaks at Roy Wilson Maintenance Yard. Prior to the expiration, a new amendment to the existing contract was prepared; however, according to current procedures, a new independent contractor agreement is now required between the County and D&M Consulting Engineers, Inc., per County Policy.

Public Works has negotiated a new agreement with D&M Consulting Engineers and recommends approval of a new independent contractor agreement in an amount not to exceed \$20,000. Sufficient funds are available within the Department of Public Works Roads and Yards Internal Service Funds to cover the cost of this new contract.

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

1. Approve the attached independent contractor agreement from D&M Consulting Engineers, Inc.
2. Authorize the Director of Public Works to sign the agreement.

Yours truly,

THOMAS L. BOLICH
Director of Public Works

RCB:mg

Attachments

RECOMMENDED FOR APPROVAL:

County Administrative Officer

copy to: Public Works
D&M Consulting Engineers, Inc.

ROYM

44

Contract No. _____

INDEPENDENT CONTRACTOR AGREEMENT

THIS CONTRACT is entered into this _____ day of _____ 2000 by and between the COUNTY OF SANTA CRUZ, hereinafter called COUNTY, and D&M CONSULTING ENGINEERS, INC., hereinafter called CONTRACTOR. The parties agree as follows:

1. DUTIES. CONTRACTOR agrees to exercise special skill to accomplish the following result: TO PERFORM INVESTIGATION AND GROUNDWATER ANALYSIS OF PETROLEUM HYDROCARBONS DEGRADATION AT ROY WILSON YARD AND PREPARATION OF A YEARLY ACCESS AGREEMENT TO MONITOR WELLS ON ADJACENT PROPERTY.

2. COMPENSATION. In consideration for CONTRACTOR accomplishing said result, COUNTY agrees to pay CONTRACTOR as follows: IN ACCORDANCE WITH THE ATTACHED SCHEDULE SUBMITTED BY CONTRACTOR AND IN AN AMOUNT NOT TO EXCEED \$20,000.

3. TERM. The term of this contract shall be: FROM BOARD APPROVAL TO JUNE 30, 2001.

4. EARLY TERMINATION. Either party hereto may terminate this contract at any time by giving 30 days written notice to the other party.

5. INDEMNIFICATION FOR DAMAGES. TAXES AND CONTRIBUTIONS. CONTRACTOR shall exonerate, indemnify, defend, and hold harmless COUNTY (which for the purpose of paragraphs 5 and 6 shall include, without limitation, its officers, agents, employees and volunteers) from and against:

A. Any and all claims, demands, losses, damages, defense costs, or liability of any kind or nature which COUNTY may sustain or incur or which may be imposed upon it for injury to or death of persons, or damage to property as a result of, arising out of, or in any manner connected with the CONTRACTOR'S performance under the terms of this Agreement, excepting any liability arising out of the sole negligence of the COUNTY. Such indemnification includes any damage to the person(s), or **property(ies)** of CONTRACTOR and third persons.

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

6. INSURANCE. CONTRACTOR at its sole cost and expense, for the **full** term of this Agreement (and any extensions thereof), shall obtain and maintain at a minimum 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 certifies to this fact by initialing here _____

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

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

(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- MBL

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:
THOMAS L. BOLICH
DIRECTOR OF PUBLIC WORKS
70 1 OCEAN STREET, ROOM 4 10
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:

THOMAS L. BOLICH
DIRECTOR OF PUBLIC WORKS
70 1 OCEAN STREET, ROOM 4 10
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. INDEPENDENT CONTRACTOR STATUS. CONTRACTOR and COUNTY have reviewed and considered the principal test and secondary factors below and agree that CONTRACTOR is an independent contractor and not an employee of COUNTY. CONTRACTOR is responsible for all insurance (workers compensation, unemployment, etc.) and all payroll related taxes. CONTRACTOR is not entitled to any employee benefits. COUNTY agrees that CONTRACTOR shall have the right to control the manner and means of accomplishing the result contracted for herein.

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

SECONDARY FACTORS: (a) The extent of control which, by agreement, COUNTY may exercise over the details of the work is slight rather than substantial; (b) CONTRACTOR is engaged in a distinct occupation or business; (c) In the locality, the work to be done by CONTRACTOR is usually done by a specialist without supervision, rather than under the direction of an employer; (d) the skill required in the particular occupation is substantial rather than slight; (e) The CONTRACTOR rather than the COUNTY supplies the instrumentalities, tools and work place; (f) The length of time for which CONTRACTOR is engaged is of limited duration rather than indefinite; (g) The method of payment of CONTRACTOR is by the job rather than by the time; (h) The work is part of a special or permissive activity, program, or project, rather than part of the regular business of COUNTY;

(i) CONTRACTOR and COUNTY believe they are creating an independent contractor relationship rather than an employer-employee relationship; and (j) The COUNTY conducts public business.

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

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

9. CONTRACTOR represents that its operations are in compliance with applicable County planning, environmental and other laws or regulations.

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

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

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

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

14. ACKNOWLEDGMENT. CONTRACTOR shall acknowledge in all reports and literature that the Santa Cruz County Board of Supervisors has provided funding to the CONTRACTOR.

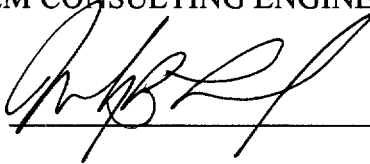
15. ATTACHMENTS. This Agreement includes the following attachments:
CONTRACTOR SCHEDULE OF CHARGES.

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

COUNTY OF SANTA CRUZ

CONTRACTOR
D&M CONSULTING ENGINEERS

By: _____
Director of Public Works

By:  _____

Address: 12 THOMAS OWENS WAY
MONTEREY, CA 93940

APPROVED AS TO FORM:

Telephone: 831-372-3716

FAX: 831-372-7481

By:  _____
Chief Assistant County Counsel

E-MAIL CHRISTINE-MEAD@URS CORP.COM

DISTRIBUTION: Auditor-Controller
Contractor
Public Works

RCB:mg
D&M



FEE SCHEDULE 2000

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

PERSONNEL CHARGES

Engineers and Geologists:*

Staff	\$80.00/Hour
Project	\$90.00/Hour
Senior	\$105.00/Hour
Associate	\$125.00/Hour
Principal/Special Consultant.....	\$140.00/Hour

Technicians and **Certified** Inspectors:

Project Manager.....	\$95.00/Hour
Field Technician.....	\$60.00/Hour
Certified Inspector (ICBO, NICET, Caltrans, etc.).....	\$65.00/Hour

Draftsman \$60.00/Hour

Administrative Support \$45.00/Hour

* Environmental Services Surcharge \$5.00/Hour

* Forensic Services Surcharge..... \$20.00/Hour

* Additional charges for nights, weekends, and time in excess of 8 hours/day

Travel Time - In accordance with foregoing schedule.

MISCELLANEOUS CHARGES

Photographs \$1.50/each

Mileage \$0.50/mile

Computer Time - Technical Programs Quotation

DIRECT COSTS

Charges for 8 1/2" x 11" and 11" x 17" photocopies, **facsimile** transmissions, word processing equipment usage, phone calls and postage will be billed at 3 percent of the invoice total. Specialized equipment furnished by **D&M CONSULTING ENGINEERS, INC.** is charged at rates shown on attached sheets as applicable.

OUTSIDE SERVICES

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

Utility & tank locators	Waste disposal
Rental and operation of drilling and backhoe equipment	Chemical analyses
Printing and photographic reproduction	Transportation on public carriers
Meals and lodging	

Orders for copies of previously issued reports will be billed on a time and materials basis (minimum charge \$50.00)

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FEE SCHEDULE

2000

ENVIRONMENTAL EQUIPMENT

1.	Electric Water Level Probe.....	\$ 15.00/day
2.	Teflon [®] Bailer (reusable)	\$ 25.00/day
3.	Polyethylene Bailer (disposable)	\$ 10.00/day
4.	Temperature, pH and Conductivity Meter.....	\$ 20.00/day
5.	55-Gallon Steel Drums	\$60.00 each
6.	Level C - Personal Protective Equipment	\$ 40.00/day
7.	Level D - Personal Protective Equipment.. ..	\$ 20.00/day
8.	Generator.....	\$ 45.00/day
9.	Electric Grundfos Pump (2" or 4")	\$ 200.00/day
10.	Electric Grundfos Pump (2" or 4")	\$ 70.00/well
11.	Electric Pump (2-stage or 3-stage)	\$ 45.00/day
12.	Peristaltic Pump (liquid or vapor models).....	\$ 50.00/day
13.	Direct-Reading (vapor) Detector Hand Pump	\$ 10.00/day
14.	LEL/O₂ Meter.....	\$ 75.00/day
15.	Portable Organic Vapor Meter (Microtip PID)	\$ 90.00/day
16.	In-situ Permeability Test Equipment (slug test)	\$ 150.00/well
17.	Hand Operated Soil Sampler	\$ 50.00/day
18.	Brass Soil Sample Liners w/End Caps.. ..	\$ 6.00 each
19.	Stainless Steel Soil Liners w/End Caps.....	\$ 10.00 each
20.	Portable Copier.....	\$ 30.00/day
21.	Interface Probe.....	\$ 25.00/day
22.	Intrinsic Remediation Field Tests.....	\$ 20.00/well
23.	2" Locking Well Cap	\$20.00 each
24.	Well Cap Padlock (Dolphin Lock).....	\$ 4.00 each
25.	Thermocouple Thermometer	\$ 5.00/day
26.	Tedlar Bags.....	\$10.00 each
27.	Dissolved Oxygen Meter	\$ 35.00/day
28.	Metals Filters	\$20.00 each
29.	Small Items (gloves, tape, flagging, etc.)	\$ 20.00/day

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

MARSH USA INC.

CERTIFICATE OF INSURANCE

CERTIFICATE NUMBER
SEA-000170485-01

RODUCER
MARSH RISK & INSURANCE SERVICES
THREE EMBARCADERO CENTER - THIRD FLOOR
SAN FRANCISCO, CA 94111

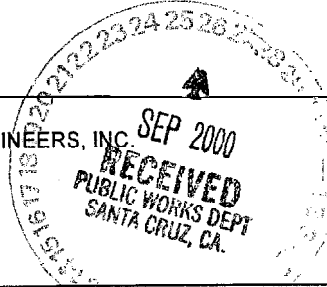
ACCT
CF

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER OTHER THAN THOSE PROVIDED IN THE POLICY. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES DESCRIBED HEREIN.

0296

1078-DAMES-50043-

ISUREE
D & M CONSULTING ENGINEERS, INC.
3121 DIABLO AVENUE
HAYWARD, CA 94545



COMPANIES AFFORDING COVERAGE

COMPANY A	NATIONAL UNION FIRE INS. CO. OF PITTSBURG
COMPANY B	St. Paul Fire & Marine Insurance Company
COMPANY C	AIU INSURANCE COMPANY
COMPANY D	AMERICAN INT'L. SPECIALTY LINES INSURANCE COMPANY

COVERAGES This certificate supersedes and replaces any previously issued certificate

THIS IS TO CERTIFY THAT POLICIES OF INSURANCE DESCRIBED HEREIN HAVE BEEN ISSUED TO THE INSURED NAMED HEREIN FOR THE POLICY PERIOD INDICATED. NO WITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THE CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, CONDITIONS AND EXCLUSIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY COMMERCIAL GENERAL LIABILITY CLAIMS MADE <input checked="" type="checkbox"/> OCCUR OWNERS & CONTRACTOR'S PROT	GL933-0915	04/01/00	04/01/01	GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 PERSONAL & ADV INJURY \$ 1,000,000 EACH OCCURRENCE \$ 1,000,000 FIRE DAMAGE (Any one fire) \$ 1,000,000 MED EXP (Any one person) \$ 5,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	CA00200302 (AOS) CA00200303 (TEXAS) CA00200304 (VA) CA060MA4053(MASS)	04/01/00	04/01/01	COMBINED SINGLE LIMIT \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: \$ EACH ACCIDENT \$ AGGREGATE \$
C	EXCESS LIABILITY <input checked="" type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM	BE7394668	04/01/00	04/01/01	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY THE PROPRIETOR/PARTNERS/EXECUTIVE OFFICERS ARE: <input type="checkbox"/> INCL <input type="checkbox"/> EXCL	WVA0203901	01/01/00	01/01/01	<input checked="" type="checkbox"/> WC STATUTORY LIMITS EL EACH ACCIDENT \$ 1,000,000 EL DISEASE-POLICY LIMIT \$ 1,000,000 EL DISEASE-EACH EMPLOYEE \$ 1,000,000
D	OTHER PROFESSIONAL LIAB. ERRORS & OMISSIONS	476-3090	04/01/00	04/01/01	\$1,000,000 EACH CLAIM \$1,000,000 ANN. AGGREGATE AGGREGATE 2,000,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS (LIMITS MAY BE SUBJECT TO DEDUCTIBLES OR RETENTIONS)
RE: JOB #218008.02 APN #051-101-24 - 118 HOLOHAN RD., WATSONVILLE, CA IT IS AGREED THAT JANET BANOVAC, CLEMENTINE BRAYCOVICH AND THE COUNTY OF SANTA CRUZ, DEPARTMENT OF PUBLIC WORKS ARE ADDITIONAL INSUREDS. SEE ATTACHED.

CERTIFICATE HOLDER **CANCELLATION**

COUNTY OF SANTA CRUZ
DEPARTMENT OF PUBLIC WORKS
700 OCEAN STREET
ROOM 410
SANTA CRUZ, CA 95060

SHOULD ANY OF THE POLICIES DESCRIBED HEREIN BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE INSURER AFFORDING COVERAGE WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED HEREIN, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER AFFORDING COVERAGE, ITS AGENTS OR REPRESENTATIVES.

MARSH USA INC.
BY: Michio Nekota *Michio Nekota*

ADDITIONAL INFORMATION

SEA-000170485-01

DATE (MM/DD/YY)
09/25/00

PRODUCER

MARSH RISK & INSURANCE SERVICES
THREE EMBARCADERO CENTER - THIRD FLOOR
SAN FRANCISCO, CA 94111

COMPANIES AFFORDING COVERAGE

COMPANY
E

COMPANY
F

007E -DAMES-50043-

SURETY

D & M CONSULTING ENGINEERS, INC.
3121 DIABLO AVENUE
HAYWARD, CA 94545

COMPANY
G

COMPANY
H

EXT

It is agreed that the certificate holder is additional insured hereunder as respects liability for loss, damage and expense caused by any negligent act or omission of the named insured, or its personnel during the performance of its services. This endorsement shall be applicable only up to the limit of liability specified in this certificate of insurance. This insurance does not include the obligation to defend the certificate holder in any case in which any claim is made by any third party for damages not covered by this endorsement.

Additional Insured wording does not apply to Workers Compensation, Professional Liability or Contractors' Pollution Liability.

The term "insured" shall be used severally and not collectively, but this provision shall in no way increase the total each loss and annual aggregate limits otherwise available under the policy.

09 25 11 19

CERTIFICATE HOLDER

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

COUNTY OF SANTA CRUZ
REQUEST FOR APPROVAL OF AGREEMENT

0297

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

FROM: PUBLIC WORKS (Dept.)
M. D. [Signature] (Signature) (6-30-00 e)

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 (Agency)
D & M CONSULTING ENGINEERS, INC.
and 12 THOMAS OWENS WAY, MONTEREY, CA 93940 (Name & Address)
FOR INVESTIGATION AND GROUNDWATER ANALYSIS OF PETROLEUM HYDROCARBO
- The agreement will provide DEGRADATION AT ROY WILSON YARD AND PREPARATION OF A YEARLY ACCESS
AGREEMENT TO MONITOR WELLS ON ADJACENT PROPERTY
- The agreement is needed BECAUSE THE EXPERTISE OF THE CONSULTANT IS NECESSARY FOR PROJECT
COMPLETION
- Period of the agreement is from BOARD APPROVAL to JUNE 30, 2001
- Anticipated cost is \$ NO INCREASE no new year allocation (Fixed amount; Monthly rate; Not to exceed)
- Remarks: original CONTRACT AMOUNT \$93,700; AMENDED TOTAL AMOUNT \$93,700 \$ 20,000
- Appropriations are budgeted in 601000! 60048! 3665! (Index#) 5855 (Subject)

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

Appropriations are available and have been encumbered. Contract No. CO 1321-01 Date 10/10/00
are not available and will be encumbered. N/A
GARY A. KNUTSON, Auditor - Controller
By Ronald J. Silver Deputy.

Proposal reviewed and approved. It is recommended that the Board of Supervisors approve the agreement and authorize the ACTING DIRECTOR OF PUBLIC WORKS to execute the same on behalf of the PUBLIC WORKS DEPARTMENT (Agency). County Administrative Officer

Remarks: _____ (Analyst) BY _____ Date _____
Agreement approved as to form. Date _____

RCB:mg

Distribution:
Bd. of Supv. - White
Audi-or-Controller - Blue
County Counsel - Green *
Co. Admin. Officer - Conary
Audi-or-Controller - Pink
Originating Dept. - Goldenrod
*To Orig. Dept. if rejected.

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

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