



# County of Santa Cruz

0397

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## PARKS, OPEN SPACE & CULTURAL SERVICES

979 17 th AVENUE, SANTA CRUZ, CA 95062

(831) 454-7900 FAX: (831) 454-7940 TDD: (831) 454-7978

BARRY C. SAMUEL, DIRECTOR

November 29, 2000

AGENDA: December 12, 2000

### BOARD OF SUPERVISORS

County of Santa Cruz  
701 Ocean Street  
Santa Cruz, CA 95060

SUBJECT: NORTH COAST BEACHES PROJECT PHASE I, SCOTT CREEK BEACH

Dear Members of the Board:

On December 5, 2000, your Board directed the Department of Parks, Open Space & Cultural Services to return to your Board on December 12, 2000 with the necessary contract documents to provide services of a resident engineer, on-site archaeologist and environmental consultant for the North Coast Beaches Project Phase I, Scott Creek Beach.

Parks Department staff solicited Request For Qualifications (RFQ) from nine construction management consultants for the resident engineer, of which three firms responded to the request. Based upon selection criteria, the department ranked Swanson Hydrology & Geomorphology as the most qualified firm to perform the work. A contract has been negotiated with Swanson Hydrology & Geomorphology for the resident engineer services in the amount of \$48,960.00.

Proposals were solicited from Archaeological Resource Management for the on-site archaeologist and Frey Environmental for the environmental consultant for the Scott Creek Beach Project. These firms were selected due to their qualifications and their previous knowledge of the project.

*The Mission of the Santa Cruz County Department of Parks: Open Space and Cultural Services is to provide safe, well designed and maintained parks and a wide variety of recreational and cultural opportunities for our diverse community*

BOARD OF SUPERVISORS  
NORTH COAST BEACHES PHASE I SCOTT CREEK BEACH

AGENDA: December 12, 2000

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Staff have negotiated contracts with both firms. The contract with Archaeological Resource Management will provide instructional services to staff and the contractor during the Pre-construction Conference, as well as monitor grading operations for cultural resource protection for a cost not-to-exceed \$6,000. Frey Environmental will provide environmental monitoring services to assure the work plan for the removal and disposal of the petroleum contaminated soils is properly carried out by the contractor for a cost not-to-exceed \$6,000. Funding for both consultants is available for FY 2000/2001 in account 19 1146/66 10.

In order to hire the three consultants, prepare a required soils report and provide for project contingencies, the project requires approximately \$100,000 in additional funds. The County Parks Department has negotiated \$48,500 in additional funds from the State Coastal Conservancy in order to move this project forward, as long as the County commits to the balance needed. The Department has Salary Savings of \$5 1,500 available to complete the necessary funding for the Scott Creek Beach Project.

It is therefore RECOMMENDED that your Board take the following actions:

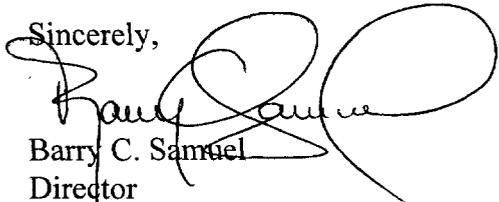
1. Approve a transfer of funds in the amount of \$5 1,500 from the Parks Department Salary Savings to the Parks Department - Operating Transfers out.
2. Adopt a resolution accepting unanticipated revenue from the Parks Department Budget in the amount of \$5 1,500 to the Capital Projects Fund 40 for the Scott Creek Beach Project 191146.
3. Adopt a resolution accepting unanticipated revenue from State Coastal Conservancy in the amount of \$48,500 to the Capital Projects Fund 40 for the Scotts Creek Beach Project 191146.
- 4 . Approve a contract with Swanson Hydrology in the amount of \$48,960.00 for resident engineering services for the North Coast Beaches Phase I Scott Creek Beach; and authorize the Director of the Department of Parks, Open Space & Cultural Services to sign the agreement on behalf of the County.
5. Approve a contract with Archaeological Resource Management for an amount of not-to-exceed \$6,000 for on-site archaeological monitoring services for the North Coast Beaches Phase I Scott Creek Beach; and authorize the Director of the Department of Parks, Open Space & Cultural Services to sign the agreement on behalf of the County.

BOARD OF SUPERVISORS  
NORTH COAST BEACHES PHASE I  
SCOTT CREEK BEACH

AGENDA: December 12, 2000

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- 6. Approve a contract with Frey Environmental for an amount of not-to-exceed \$6,000 for environmental monitoring services for the removal and disposal of petroleum contaminated soils for the North Coast Beaches Project Phase I, Scott Creek Beach; and authorize the Director of the Department of Parks, Open Space & Cultural Services to sign the agreement on behalf of the County.

Sincerely,  
  
 Barry C. Samuel  
 Director  
 BCS:lro

RECOMMENDED:

  
 \_\_\_\_\_  
 SUSAN A. MAURIELLO  
 County Administrative Officer

Attachments: Independent Contractor Agreements and Associated Documents, 3-ADM 29's, AUD 74, 2-AUD 60's

cc: Auditor-Controller, Office of the County Counsel, CAO, Parks, Consultants

COUNTY OF SANTA CRUZ  
REQUEST FOR APPROVAL OF AGREEMENT

0400

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

FROM: Parks, Open Space & Cultural Services (Dept.)

*Charles W. ...* (Signature) 11/20/00 (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 (Agency) and Swanson Hydrology & Geomorphology, 115 Limekiln St., Santa Cruz, CA 95060 (Name & Address)
- The agreement will provide Resident Engineering services during the construction of the North Coast Beaches, Phase I, Scott Creek Beach
- The agreement is needed because the County cannot provide the resident engineering services
- Period of the agreement is from Board Approval to June 30, 2001
- Anticipated cost is \$ 48,960.00 (Fixed amount; Monthly rate; Not to exceed)
- Remarks: \_\_\_\_\_
- Appropriations are budgeted in 191146 (Index#) 6 6 1 0 (Subobject)

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

Appropriations are available and have been encumbered. Contract No. Co 02309 Date 11-30-00  
are not available and will be encumbered. GARY A. KNUTSON, Auditor - Controller  
By Pam Silbaugh Deputy.

Proposal reviewed and approved. It is recommended that the Board of Supervisors approve the agreement and authorize the Director of County Parks to execute the same on behalf of the County of Santa Cruz (Agency).

Remarks: \_\_\_\_\_ (Analyst) By *[Signature]* County Administrative Officer Date 11/21/00

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 Dir. Dept. if rejected.

74  
ADM - 29 (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

## INDEPENDENT CONTRACTOR AGREEMENT

THIS CONTRACT is entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2000, by and between the COUNTY OF SANTA CRUZ, hereinafter called COUNTY, and SWANSON HYDROLOGY & GEOMORPHOLOGY hereinafter called CONSULTANT. The parties agree as follows:

1. **DUTIES.** CONSULTANT agrees to exercise special skill to accomplish the following: Per Exhibit A, Consultants proposal and Exhibit B Request for Statement of Professional Qualifications, provide construction management, construction inspection and resident engineering services for the North Coast Beaches Phase I Scott Creek Beach Access and Habitat Restoration Project. Said work is located at Scott Creek Beach, approximately 13 miles north of Santa Cruz on State Highway One in Santa Cruz County, California.

2. **COMPENSATION.** In consideration for CONSULTANT accomplishing said result, COUNTY agrees to pay CONSULTANT as follows: An amount not-to-exceed \$ 48,960.00 for providing construction management, construction inspection and resident engineering services as outlined in Exhibit A and Exhibit B. All request for payments shall be submitted to the County of Santa Cruz Department of Parks, Open Space, and Cultural Service, 979 Seventeenth Avenue, Santa Cruz, California 95062, and must be accompanied by a detailed invoice in conjunction with the Department's Application for Payment Form. Such requests for payments may be submitted on a minimum interval of thirty (30) calendar days for work completed.

3. **TERM.** The term of this contract shall be from the date of Board approval until June 30, 2001.

This Agreement may be extended upon mutual agreement by both parties.

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

5. **USE OF DOCUMENTS.** Plans, documents, and reports prepared under this Agreement and provided to the COUNTY shall become the property of COUNTY. CONSULTANT may use such plans, documents and reports for the purpose of illustrating the nature or scope of project involvement. COUNTY understands that such plans and documents are to be used for this project only and that any future use would be at the sole risk of the COUNTY.

6. **ADDITIONAL SERVICES.** If authorized by COUNTY, CONSULTANT will provide additional services (those provided beyond the basic services as described herein) which shall be paid by a negotiated fee for such services. The additional services, if required, shall be authorized through the issuance of a Design Change Order.

7. **INDEMNIFICATION FOR DAMAGES, TAXES AND CONTRIBUTIONS.** CONSULTANT shall exonerate, indemnify, defend, and hold harmless COUNTY (which for the purpose of paragraphs 7 and 8 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 CONSULTANT'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 CONSULTANT and third persons.

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

8. INSURANCE. CONSULTANT, 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 COUNTY and any insurance or self-insurance maintained by COUNTY shall be excess of CONSULTANT'S insurance coverage and shall not contribute to it.

If CONSULTANT utilizes one or more subconsultants in the performance of this Agreement, CONSULTANT shall obtain and maintain Independent CONSULTANT's Insurance as to each subconsultant or otherwise provide evidence of insurance coverage for each subconsultant equivalent to that required of CONSULTANT in this Agreement, unless CONSULTANT 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 CONSULTANT has no employees and certifies to this fact by initialing here \_\_\_\_\_

(2) Automobile Liability Insurance for each of CONSULTANT'S vehicles used in the performance of this Agreement, including owned, non-owned (e.g. owned by CONSULTANT'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 CONSULTANT is not a material part of performance of this Agreement and CONSULTANT 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 combined single limit, if, and only if, this Subparagraph is initialed by CONSULTANT and COUNTY KEO / W\_\_\_\_\_.

B. Other Insurance Provisions

(1) If any insurance coverage required in this Agreement is provided on a "Claims Made" rather than "Occurrence" form, CONSULTANT 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. CONSULTANT 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. 80403

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

“The County of Santa Cruz, its officials, employees, agents and volunteers are added as an additional insurance 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:

Department of Parks, Open Space and Cultural Services  
Attn: Bob Olson  
979 Seventeenth Avenue  
Santa Cruz, CA 95062

(4) CONSULTANT 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:

Department of Parks, Open Space and Cultural Services  
Attn: Bob Olson  
979 Seventeenth Avenue  
Santa Cruz, CA 95062

9. **EOUAL EMPLOYMENT OPPORTUNITY.** During and in relation to the performance of this Agreement, CONSULTANT agrees as follows:

A. The CONSULTANT shall not discriminate against any employee or applicant for employment because of race, color, creed, religion, national origin, ancestry, disability, medical condition (cancer related and genetic characteristics), marital status, sex, sexual orientation, age (over 18), veteran status, gender, pregnancy, 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 CONSULTANT 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 CONSULTANT and if CONSULTANT employs fifteen (15) or more employees, the following requirements shall apply:

(1) The CONSULTANT shall, in all solicitations or advertisements for employees placed by or on behalf of the CONSULTANT, state that all qualified applicants will receive consideration for employment without regard to race, color, creed, religion, national origin, ancestry, disability, medical condition (cancer related and genetic characteristics), marital status, sex, sexual orientation, age (over 18), veteran status, gender, pregnancy, or any other non-merit factor unrelated to

- job duties. In addition, the CONSULTANT Shall make a good faith effort to consider Minority/Women/Disabled Owned Business Enterprises in CONSULTANT'S solicitation of goods and services. Definitions for Minority/Women/Disabled Business Enterprises are available from the COUNTY General Services Purchasing Division.

(2) The CONSULTANT shall furnish COUNTY Equal Employment Opportunity 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 CONSULTANT'S non-compliance with the non-discrimination clauses of this Agreement or with any of the said rules, regulations, or orders said CONSULTANT may be declared ineligible for further agreements with the COUNTY.

(4) The CONSULTANT shall cause the foregoing provisions of this Subparagraph 10B. To be inserted in all subcontracts for any work covered under this Agreement by a subconsultant 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.

10. **INDEPENDENT CONTRACTOR STATUS.** CONSULTANT and COUNTY have reviewed and considered the principal test and secondary factors below and agree that CONSULTANT is an independent contractor and not an employee of COUNTY. CONSULTANT is responsible for all insurance (workers compensation, unemployment, etc.) and all payroll related taxes. CONSULTANT is not entitled to any employee benefits. COUNTY agrees that CONSULTANT shall have the right to control the manner and means of accomplishing the result contracted for herein.

PRINCIPAL TEST: The CONSULTANT 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)CONSULTANT is engaged in a distinct occupation or business; (c)In the locality, the work to be done by CONSULTANT is usually substantial rather than slight; (e) The CONSULTANT rather than the COUNTY supplies the instrumentalities, tools and work place; (f) The length of time for which CONSULTANT is engaged is of limited duration rather than indefinite; (g) The method of payment of CONSULTANT 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) CONSULTANT 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 CONSULTANT is an independent contractor.

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

11. **NON-ASSIGNMENT.** CONSULTANT shall not assign this Agreement without the prior written consent of the COUNTY.

12. **RETENTION AND AUDIT OF RECORDS.** CONSULTANT 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 the COUNTY, whichever occurs first. CONSULTANT 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.** Processing of any or all claims arising out of or related to this Agreement shall be made in accordance with the provisions contained in Chapter 1.05 of the Santa Cruz County Code, which by this reference is incorporated herein.

14. **ATTACHMENTS.** This Agreement includes the following attachments:  
Exhibit A - Proposal form from Swanson Hydrology & Geomorphology  
Exhibit B - Request for Statements of Professional Qualifications

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

COUNTY OF SANTA CRUZ

CONSULTANT: SWANSON HYDROLOGY & GEOMORPHOLOGY

By: \_\_\_\_\_

By:  \_\_\_\_\_

APPROVED AS TO INSURANCE:

Address: 115 Limekiln Street  
City/State: Santa Cruz, California 95060  
Telephone: (83 1) 427-0288  
Fax: (83 1) 427-0472

BY: Janet McKinley 11-20-2000  
Risk Management

APPROVED AS TO FORM:

By: Marie Costo  
Office of the County Counsel



DISTRIBUTION: County Administrative Office, Auditor-Controller, County Counsel, Risk Management, POSCS, Consultant

(Scott Creek Resident Eng. Con)

*115 Limekiln Street Santa Cruz, California USA 95060  
phone 831-427-0288 / fax 427-0472 / email: [wiesner@swansonh2o.com](mailto:wiesner@swansonh2o.com)*

**EXHIBIT A - SCOPE OF WORK**

**RESIDENT ENGINEERING & CONSTRUCTION INSPECTION  
SERVICES**

**SCOTT CREEK BEACH ACCESS AND HABITAT  
RESTORATION PROJECT**

**County of Santa Cruz Parks, Open Space & Cultural Services**  
979 17<sup>th</sup> Ave., Santa Cruz, CA 95062  
November 11, 2000

**Task Description and Responsibilities**

**Task 1 Project Files**

The County of Santa Cruz Department of Parks will set up and maintain all project files per Caltrans Construction manual. SH&G will maintain a redundant set of project files as necessary to complete all other tasks outlined in this Scope of Work.

**Task 2 Daily Inspection Diaries**

SH&G will keep a daily Construction Inspector's Diary which documents all relevant items such as: work progress, pertinent discussions, changes in the work, climatic conditions at the job site and quality control. Copies of all Construction Inspector Diaries will be sent to the County of Santa Cruz Department of Parks for documentation and the project files.

**Task 3 Construction Records and Accounting Procedures**

The County of Santa Cruz Department of Parks will maintain a filing system, which includes all financial information pertinent to the project. SH&G will assist in processing financial data, however, the County of Santa Cruz will be wholly responsible for tracking all costs associated with the project.

**Task 4 Contract Time**

SH&G will monitor the contract time as specified in Section 4 (Beginning of Work, Time of Completion and Liquidated Damages) of the Contract Documents. The contract time for this project is 120 calendar days, however, this Scope of Work only covers the first 75 calendar days of the construction contract time.

- Task 5 Labor Compliance**  
The County of Santa Cruz Department of Parks will assure that payrolls are spot checked against certified payrolls. All certified payrolls will be processed through the County of Santa Cruz.
- Task 6 EEO Wage Rate/False Statement Posters**  
SH&G will assure that these posters are clearly displayed in the project field office so that all workers can see them.
- Task 7 Employee Interviews**  
As per Exhibit 16-N of the Local Assistance Procedures Manual, SH&G will assure that all employees of the contractor's labor force have had the Labor Compliance/EEO Employee Interview.
- Task 8 DBE**  
The County of Santa Cruz Department of Parks will be responsible for the contractor's compliance with all DBE/MBE/WBE goals for this project.
- Task 9 CCO's**  
SH&G's Resident Engineer will help determine the legitimacy or non legitimacy of all Contract Change Orders, however, the cost, time and processing shall be determined wholly by the County of Santa Cruz Department of Parks.
- Task 10 Traffic Safety in Highway**  
SH&G's Resident Engineer will review the project to see that the Traffic Control Plan agrees with the actual site conditions. SH&G will report any discrepancies to the County of Santa Cruz Department of Parks and make recommendations to modify the Traffic Control Plan to match site conditions as necessary. SH&G will enforce contractor's compliance with the Traffic Control Plan.
- Task 11 Materials Testing and Files**  
The County of Santa Cruz Department of Parks will be responsible for assurance that the County's QAP (Quality Assurance Program) procedures are followed. The County of Santa Cruz Department of Parks will be responsible for all materials testing procedures, methods, personnel and equipment. SH&G will coordinate all field tests necessary with the contractor and the County of Santa Cruz Department of Parks,
- Task 12 Environmental**  
The County of Santa Cruz Department of Parks will be responsible for assuring that all environmental documents pertaining to the project are in the project files. SH&G will have redundant copies of the environmental documents in the Resident Engineer's office. SH&G will assure contractor compliance with all appropriate permits.

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**Task 13 Construction Documents**

SH&G will assure that all site construction is in compliance with all Construction Documents.

**Task 14 Submittals**

SH&G's Resident Engineer will review and determine the completeness of the contractor's submittals.

**Task 15 Progress Payments**

SH&G will prepare monthly item estimate sheets for progress payments. The County of Santa Cruz Department of Parks will be responsible for reviewing and accepting the contractor's progress payment invoices.

**Task 16 On-site Status**

A representative from SH&G will visit the project site every day the contractor is working. The Resident Engineer will visit the site a minimum of one (1) time per week while work progresses. The following is a list of key procedures in which a representative from SH&G will participate:

- A. Pre-construction Conference
- B. Review and acceptance of the Traffic Control Plan
- C. Review and acceptance of the construction layout and grade staking
- D. Review and acceptance of rough grading
- E. Review and acceptance of the subgrades, base course and paving operations
- F. Review and acceptance of the final grades
- G. Be on site for all material tests
- H. Review acceptance of the dune restoration plan
- I. Attend all on site meetings with regards to the construction progress, clarifications in work, changes in the work, and inspections of the work
- J. Attend final inspection and coordinate the close out of the project

**Personnel**

SH&G Principal Civil Engineer Steven Wiesner, P. E. will serve as the project Resident Engineer for this project.

SH&G Associates Kevin Sibley and Rodney Cahill will serve as construction inspectors for this project and will report directly to Steven Wiesner.

**Schedule**

At the request of the County of Santa Cruz Department of Parks, SH&G is submitting a seventy-five (75) calendar day schedule.

The SCOTT CREEK BEACH ACCESS AND HABITAT RESTORATION PROJECT construction contract period is 120 calendar days. The proposal submitted herein

reflects only the first seventy five (75) days of the SCOTT CREEK BEACH ACCESS AND HABITAT RESTORATION PROJECT construction contract period.

**Budget**

The estimated cost for the services described above is \$48,960, including reimbursable expenses. Billing rates, estimated labor hours and associated expenses are detailed in Table 1.

All out of scope meeting attendance, technical reports and special investigations will be conducted under separate authorization(s) with the County of Santa Cruz Department of Parks.

Continuation of all Resident Engineering and Inspection Services can be negotiated at the request of The County of Santa Cruz Department. of Parks.

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**Table 1**  
**SCOTT CREEK BEACH ACCESS AND HABITAT RESTORATION PROJECT**  
**COUNTY OF SANTA CRUZ PARKS, OPEN SPACE AND CULTURAL SERVICES**

Item	Rate	Resident Engineer	Construction Inspector	Total by Task
		\$110	\$85	
1	<b>Conduct Construction Inspection Services</b>		400	<b>\$34,000</b>
2	<b>Conduct Resident Engineering Services</b>	110		<b>\$12,100</b>
				\$0
				\$0
				\$0
	<b>Labor Hours</b>	110	400	
	<b>Labor Cost</b>	\$12,100	\$34,000	
	<b>Resident Engineering and Construction Inspection Labor Total</b>			\$46,100
<b>Reimbursable Expenses</b>				
	Mileage (4000 mi @ \$0.34/mi)			\$1,360
	Report Production (copy costs, administrative support)			\$1,000
	Report Graphics (digital camera, disks, color plots)			\$500
			<b>Expenses</b>	\$2,860
			<b>Construction Inspection Project Total</b>	<b>\$48,960</b>

Note: This Estimate is based on 75 Calendar days which translates to 50 working days of the construction contract. Any additional time required for this project will need to be negotiated with SH&G.

# Exhibit B

## County of Santa Cruz

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### PARKS, OPEN SPACE & CULTURAL SERVICES

979 17 th AVENUE, SANTA CRUZ, CA 95062

(831) 454-7900 FAX: (831) 454-7940 TDD: (831) 454-7978

BARRY C. SAMUEL, DIRECTOR

November 1, 2000

## REQUEST FOR STATEMENTS OF PROFESSIONAL QUALIFICATIONS (RFQ) TO:

### **PROVIDE RESIDENT ENGINEER'S CONTRACT ADMINISTRATION AND INSPECTION SERVICES FOR THE CONSTRUCTION OF THE NORTH COAST BEACHES PROJECT, PHASE 1, SCOTT CREEK BEACH**

**DEADLINE FOR RFQ RESPONSE: 5:00 P.M., Monday, November 13, 2000.**

The County of Santa Cruz Department of Parks, Open Space and Cultural Services is accepting Statements of Qualifications from engineering firms or related consulting professionals to provide Resident Engineer's contract administration and inspection services for the construction of the first phase of improvements at Scott Creek Beach. The Resident Engineer must be fully licensed as a civil engineer in the State of California.

#### **PROJECT LOCATION:**

Scott Creek Beach is located approximately 13 miles north of Santa Cruz on State Highway One. The construction limits will be confined from 1,900 feet north of the Scott Creek Bridge, to 2,500 feet south of the Scott Creek Bridge. The sand dune area immediately to the west/southwest of Highway One at Scott Creek Beach is also located within the project limits.

#### **PROJECT DESCRIPTION:**

The North Coast Beaches Project, Phase 1, Scott Creek Beach, is Federally funded and is subject to the requirements for administration of Federal aid projects. **Resident Engineers must be familiar with the Local Assistance Procedures Manual.** The manual is available through the State Department of Transportation, Design And Local Programs, 1120 N. Street, Mail Station 1, P.O. Box 942874, Sacramento, CA 94274-0001. Phone: (916) 654-3858, Fax: (916) 654-5881.

The project involves the construction of vehicle and pedestrian access enhancement and dune habitat restoration at Scott Creek Beach.

**Access Enhancement:** The access enhancement work will involve clearing, grubbing, and site grading for the construction of approximately 800 lineal feet of shoulder parking along the west side of Highway One. The shoulder improvements will include but not necessarily be limited to: widening the asphalt for the construction of a transit bus stop; installation of a boardwalk and observation deck; installation of interpretive information signage as well as Caltrans regulatory highway signage; installation of approximately 740 lineal feet of post and cable fencing; construction of a northbound and southbound turn around areas.

**Dune Habitat Restoration:** The dune habitat restoration work will involve clearing, grubbing, site grading and soil preparation for planting approximately 30,000 native plant seedlings. The dune grading work will also include the demolition removal and disposal of concrete slabs and petroleum products located within the dune restoration area, per the approved clean-up work plan.

Portions of the beach and adjacent sand dune area are also a sensitive habitat for the threatened Snowy Plover. **All work for this project excluding the construction of the turn around areas, must be completed during the non-breeding season of the Snowy Plover, which runs from the middle of September to the middle of March.**

Due to the complex nature of the project, the construction activities will need to be monitored closely by an on-site environmental consultant during the removal of the petroleum products and an on-site archaeologist for cultural resource protection. The services of both the environmental consultant and the archaeologist, have been retained under separate contracts with the County.

It is envisioned that the Resident Engineer will oversee the construction of all activities with emphasis on construction activities pertaining to the access enhancement work.

#### **RESIDENT ENGINEER'S RESPONSIBILITIES:**

1. **Project Files:** The Resident Engineer shall set up and administer all required project files and keep them in a neat and established order.
2. **Daily Inspection Diaries:** The Resident Engineer shall keep a daily Construction Inspectors Diary which documents all relevant items such as: the work progress, pertinent discussions, changes in the work, climatic conditions at the job site and quality control.
3. **Construction Records and Accounting Procedures:** The Resident Engineer shall maintain a filing system which includes but not necessarily limited to: Detailed Estimate(s), Finance Letter(s), amount of Federal-aid funds encumbered for the project, Program Supplemental Agreement, source documents supporting progress payments made to the contractor, separate item sheets for each contract item paid, procedures for Administrative or Labor Compliance deductions and record of invoices which match progress payments made to the contractor.
4. **Contract Time:** Resident Engineer shall monitor the contract time as specified in Section 4 (Beginning of Work, Time of Completion and Liquidated Damages) of the Contract Documents. The contract time for this project is 120 calendar days.
5. **Labor Compliance:** Resident Engineer shall assure that payrolls are spot-checked against certified payrolls.

6. **EEO/Wage Rate/False Statements Posters:** Resident Engineer shall assure that these posters are clearly displayed in the project field office so that all workers can see them.
7. **Employee Interviews:** Resident Engineer shall assure that all employees of the contractors labor force assigned to this project have had the Labor Compliance/EEO Employee Interview. Reference is made to Exhibit 16-N of the Local Assistance Procedures Manual.
8. **DBE:** Resident Engineer shall monitor compliance of contractor to assure the project goal of 13% disadvantaged business enterprise participation is adhered to.
9. **CCOs:** Resident Engineer shall administer the contract change orders for the project and to assure the Local Assistance Procedures are followed with regards to contract change orders.
10. **Traffic Safety in Highway:** Resident Engineer shall review the project to see that the Traffic Control Plan agrees with the actual site conditions. Resident Engineer shall report any discrepancies to the Santa Cruz County Department of Parks, Open Space & Cultural Services and make recommendations to modify the Traffic Control Plan to match site conditions as necessary. Resident Engineer shall enforce contractor's compliance with the Traffic Control Plan.
11. **Materials Testing and Files:** Although this project is not on the National Highway System, it is a Federal-aid project and is subject to the Federal-aid requirements for Non National Highway System Projects. The Resident Engineer shall assure that the County's QAP (Quality Assurance Program) procedures are followed. It will be the Resident Engineers responsibility to maintain the QAP tiles for the project and to assure all testing is in compliance with the adopted QAP and must adhere to the procedures described in the Local Assistance Procedures Manual. Actual testing will be performed through the Santa Cruz County Department of Public Works.
12. **Environmental:** The Resident Engineer shall be responsible for assuring that all environmental documents pertaining to the project are in the project files. The Resident Engineer shall maintain project compliance with all pertinent environmental documents including but not necessarily limited to: Final Supplemental Environmental Impact Report/Finding of No Significant Impact, Coastal Zone & Development Permit #93-0150, Grading Permit Application #0036705S, and Caltrans Encroachment Permit # 05-SCR-1-31.3/3 1.6, 0599 NMC 0957. In addition, the Resident Engineer shall oversee coordination between the contractor, the on-site archaeologist and the Environmental Monitoring Consultant for the clean-up of the petroleum hydrocarbon contaminated soils and concrete.
13. **Construction Documents:** Resident Engineer shall assure that all site construction is in compliance with the Construction Documents which also reference the most current edition of the Uniform Building Code/California Building Code and the latest edition of the California Standard Specifications.
14. **Submittals:** Resident Engineer shall review and acceptance of the contractor's submittals.

- 15. Progress Payments:** Resident Engineer shall coordinate the review and acceptance of the Contractor's progress payment invoices.
- 16. On-site Status:** The Resident Engineer shall visit the project site every day the contractor is working. The actual time spent at the project site will vary depending upon the complexity of work being done on that particular day. The following is a list of key procedures in which the Resident Engineer shall participate in:
- A. Attend Pre-construction Conference.
  - B. Review and acceptance of the Traffic Control Plan implementation
  - C. Review and acceptance of the construction layout and grade staking
  - D. Review and acceptance of the rough grading
  - E. Review and acceptance of the subgrades, base course, paving operations
  - F. Review and acceptance of the final grades
  - G. Be on site for all materials testing.
  - H. Review and acceptance of the dune restoration planting.
  - I. Attend all on-site meetings with regards to construction progress, clarifications in work, changes in the work, inspections of work, and Local Assistance Procedures compliance.
  - J. Attend final inspection and coordinate the close out of the project in accordance with the Local Assistance Procedures Manual.

**GENERAL INFORMATION:**

Included with this request is a reduced set of the construction drawings with the site location. A copy of the contract specifications is available for viewing at the Santa Cruz County Department of Parks, Open Space And Cultural Services (POSCS), located at 979 17<sup>th</sup> Avenue, Santa Cruz, CA 95062. In addition, a sample copy of the County's Independent Contractors Agreement has been included. This agreement also specifies the required insurance coverage for independent contractors. For additional information about the project and scope of services requested, please contact Bob Olson, Park Planner of POSCS at (83 1) 454-7939.

**HOW TO RESPOND:**

To be considered for providing Resident Engineering contract administration and inspection services for the County of Santa Cruz, the consulting firm shall have on file with the County General Services Department, a completed "**Standard Form 254 Architect-Engineer and Related Services Questionnaire**" (SF254). If the consulting firm already has, or believes they already have a SF254 on file, they are strongly encouraged to re-submit another form to update the information,

To reply to this particular Request for Qualifications (RFQ), interested firms shall submit four (4) copies of a completed "**Standard Form 255 Architect-Engineer and Related Services Questionnaire for Specific Project**" (SF255).

Both the SF254 and SF255 forms are available from the Park Planning Division or on-line at

**[www.gsa.gov/forms/zero.htm](http://www.gsa.gov/forms/zero.htm)**. RFQ responses shall be addressed as follows:

Santa Cruz County  
Department of Parks, Open Space & Cultural Service  
Attention: Bob Olson, Park Planner  
979 Seventeenth Avenue  
Santa Cruz, CA 95062

**DEADLINE FOR RFQ RESPONSE: 5:00 P.M., Monday, November 13, 2000.**

**SELECTION PROCESS:**

The statement of qualifications from each firm will be evaluated and ranked on the basis of most qualified to perform the work. Contract negotiations will begin with the most qualified firm through the request of a cost proposal for the services as described in this RFQ. If a reasonable contract cannot be reached, negotiations will be terminated and contract negotiations will begin with the next most qualified firm.

Attachments:      Reduced scale set of the Project Plans  
                         Sample Independent Contractors Agreement

# Request for Taxpayer Identification Number and Certification

Please print or type

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.)

Swanson Hydrology AND Geomorphology, a California Corporation

Business name (Sole proprietors see instructions on page 2.)

dba SHIG

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

Address (number, street, and apt. or suite no.)

115 Limekiln Street

City, state, and ZIP code

Santa Cruz CA 95060

### 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.

Social security number  
| | + | | |

OR

Employer identification number  
77-015310514

### 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 V. Miller, Office Manager Date 11-20-00

Section references are to the Internal Revenue Code.

**Purpose of Form.**-A person who is required to file an information return with the IRS must get your correct TIN to report income paid to you, real estate transactions, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA. Use Form W-9 to give your correct TIN to the requester (the person requesting your TIN) and, when applicable, (1) to certify the TIN you are giving is correct (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

5. You do not certify your TIN. See the Part III instructions for exceptions.

Certain payees and payments are exempt from backup withholding and information reporting. See the Part II instructions and the separate instructions for the Requester of Form W-9.

**How To Get a TIN.**-If you do not have a TIN, apply for one immediately. To apply, get Form SS-5, Application for a Social Security Number Card (for individuals), from your local office of the Social Security Administration, or Form SS-4, Application for Employer Identification Number (for businesses and all other entities), from your local IRS office.

If you do not have a TIN, write "Applied For" in the space for the TIN in Part I, sign and date the form, and give it to the requester. Generally, you will 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.



State Farm Mutual Automobile Insurance Company  
 6400 State Farm Drive  
 Fohnert Park CA 94926

44385-3-Y MATCH 00575 MUTL VOL

**DECLARATIONS PAGE**

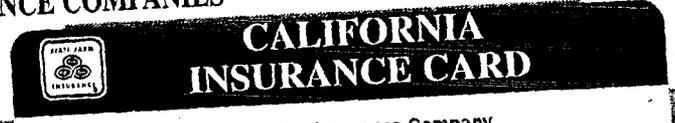
PAGE 1 OF 2

<b>POLICY NUMBER</b> 1 6368-F02-05M	Policy Period from NOV 03 2000 to JUN 02 2001	<b>STATE FARM PAYMENT PLAN NUMBER</b>
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NAMED INSURED  
 00575 05-2621-338Y  
 SWANSON, MITCHELL & MICHELLE  
 AND SWANSON HYDROLOGY INC  
 115 LIMEKILN ST  
 SANTA CRUZ CA 95060-2142

**IDENTIFICATION CARDS**  
 ANCE COMPANIES

MUTL VOL  
0417



State Farm Mutual Automobile Insurance Company  
 6400 State Farm Drive Rohnert Park CA 94926  
 INSURED SWANSON, MITCHELL & MICHELLE  
 AND SWANSON HYDROLOGY INC

POLICY NUMBER 1 6368-F02-05M EFFECTIVE  
 YR 1999 MAKE FORD NOV 03 2000 TO JUN 02 2001  
 MODEL F150 VIN 1FTZX1726XKB23445  
 AGENT LINDA KITCH NAIC # 25178  
 PHONE (831) 426-3200  
 COVERAGE PROVIDED BY THE POLICY MEETS THE MINIMUM LIABILITY LIMITS  
 PRESCRIBED BY LAW.  
 COVERAGE INCLUDES A C D100 Q250 H R1 U U1  
 SEE THE REVERSE SIDE FOR AN EXPLANATION.

MUTL VOL

YEAR	MAKE	MODEL	BODY STYLE
1999	FORD	F150	PICKUP

**SYMBOLS COVERAGES**

SYMBOLS	COVERAGES	AMOUNT
See policy for coverage details.		
A	Bodily Injury/Property Damage Liability	\$367.09
	Limit of Liability-Coverage A	
	\$1,000,000 Each Accident	
C	Medical Payments	\$26.08
	Limit of Liability-Coverage C	
	Each Person	
	\$5,000	
D100	\$100 Deductible Comprehensive	\$108.06
G250	\$250 Deductible Collision	\$342.95
H	Emergency Road Service	\$4.64
R1	Car Rental and Travel Expenses	\$12.45
U	Uninsured Motor Vehicle	\$27.03
	Limits of Liability-U	
	Each Person, Each Accident	
	\$100,000 \$300,000	
L1	Uninsured Motor Vehicle Property Damage	\$3.22
	Additional Use of Non-Owned Car Coverage	
	BIPD Liability	\$5.76
	Medical Payments	\$1.11
	Physical Damage	\$18.58

SUBMIT THIS CARD, OR A PHOTOCOPY OF THIS CARD,  
 WITH YOUR VEHICLE REGISTRATION RENEWAL.

M 4438 Non

**Total premium for this policy period. \$916.97 This is not a bill.**

**IMPORTANT MESSAGES**

Your policy consists of this declarations page, the policy booklet - form 9805.5, and any endorsements that apply, including those issued to you with any subsequent renewal notice.

Replaced policy number 0016368-05L.

Your total current 6 month premium for DEC 02 2000 to JUN 02 2001 is \$812.46.

# ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)  
01/13/2000

PRODUCER  
BC ENVIRONMENTAL INS. BROKERS INC  
1037 SUNCAST LANE, SUITE 103  
EL DORADO HILLS, CA 95762  
(916) 939-1080

INSURER:  
MITCHELL SWANSON HYDROLOGY AND  
GEOMORPHOLOGY  
115 LIMEKILN  
SANTA CRUZ, CA 95060-2112

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 0418

INSURER A: GULF UNDERWRITERS INSURANCE CO.  
INSURER B: GREENWICH INSURANCE CO.  
INSURER C:  
INSURER D:  
INSURER E:

## COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> PROFESSIONAL	GU0467278	01/08/00	01/08/03	EACH OCCURRENCE \$1,000,000
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC GEN'L AGGREGATE LIMIT APPLIES PER:				FIRE DAMAGE (Any one fire) \$ 50,000
					MED EXP (Any one person) \$ 5,000
					PERSONAL & ADV INJURY \$1,000,000
					GENERAL AGGREGATE \$2,000,000
					PRODUCTS - COMP/OP AGG \$2,000,000
A	AUTOMOBILE LIABILITY <input 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	6170467278	01/08/00	01/08/03	COMBINED SINGLE LIMIT (Ea accident) \$
					BODILY INJURY (Per person) \$ INC. IN GL
					BODILY INJURY (Per accident) \$ INC. IN GL
					PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$
	EXCESS LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
B	OTHER PROPERTY AND INLAND MARINE	2237361	1/19/00	1/19/01	WC STATUTORY LIMITS   OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$ LIMITS: \$100,000 BPP, \$100,000 EDP DEDUCTIBLE: \$1,000

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

CERTIFICATE HOLDER

ADDITIONAL INSURED; INSURER LETTER:

CANCELLATION

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, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

*K Woodwick*

- FOR INFORMATION ONLY -

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COUNTY OF SANTA CRUZ  
REQUEST FOR APPROVAL OF AGREEMENT

0419

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

FROM: Parks, Open Space & Cultural Services (Dept.)  
Christian M. [Signature] (Signature) 11/29/00 (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 (Agency) and Archaeological Resource Management, 496 N. 5th Street, San Jose, CA 95112 (Name & Address)
- The agreement will provide cultural resource monitoring during the construction of the North Coast Beaches Phase I Scott Creek Beach project.
- The agreement is needed because the County cannot provide the services
- Period of the agreement is from Date of Board Approval to June 30, 2801
- Anticipated cost is \$ 6,000 (Fixed amount; Monthly rate; Not to exceed)
- Remarks: funding will be available after the Board accepts unanticipated revenue from the General Fund contingencies
- Appropriations are budgeted in 191146 (Index#) 6610 (Subobject)

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

Appropriations are available and will be encumbered. Contract No. Co 02306 Date 11-29-00  
GARY A. KNUTSON, Auditor - Controller  
By [Signature] Deputy

Proposal reviewed and approved. It is recommended that the Board of Supervisors approve the agreement and authorize the Director County Parks to execute the same on behalf of the County of Santa Cruz (Agency).

Remarks: \_\_\_\_\_ (Analyst) By [Signature] County Administrative Officer Date 12/4/00

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

Distribution:  
B.c. of Supv. - White  
Auditor-Controller - Blue  
County Counsel - Green \*  
Co. Admin. Officer - Canary  
Auditor-Controller - Pink  
Originating Dept. - Goldenrod  
• -o Orig. Dept. if rejected.  
ADM - 29 (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  
By \_\_\_\_\_ Deputy Clerk

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## INDEPENDENT CONTRACTOR AGREEMENT

THIS CONTRACT is entered into this \_\_\_\_ day of \_\_\_\_\_, 2000, by and between the COUNTY OF SANTA CRUZ, hereinafter called COUNTY, and , **Archaeological Resource Management** hereinafter called CONSULTANT. The parties agree as follows:

1. **DUTIES.** CONSULTANT agrees to exercise special skill to accomplish the following:

*Attend Preconstruction Meeting and provide archaeological monitoring for the Scott Creek Beach Project (APN #57-151-090) during the construction period per Exhibit A Consultants Proposal dated November 21,2000.*

2. **COMPENSATION.** In consideration for CONSULTANT accomplishing said result, COUNTY agrees to pay CONSULTANT as follows: **an amount not-to-exceed \$6,000.00.** Consultant shall bill at the rates for services as specified in Exhibit A. All request for payment shall be submitted to the County of Santa Cruz Department of Parks, Open Space, and Cultural Service, 979 Seventeenth Avenue, Santa Cruz, California 95062, and must be accompanied by a detailed invoice in conjunction with the Department's Application for Payment Form. Such requests for payments may be submitted on a minimum interval of thirty (30) calendar days for work completed.

3. **TERM.** The term of this contract shall be from the date of Board approval until **June 30, 2001.** This Agreement may be extended upon mutual agreement by both parties.

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

5. **USE OF DOCUMENTS.** Documents prepared under this Agreement and provided to the COUNTY shall become the property of COUNTY. CONSULTANT may use such plans and documents for the purpose of illustrating the nature or scope of project involvement. COUNTY understands that such plans and documents are to be used for this project only and that any future use would be at the sole risk of the COUNTY.

6. **CONSULTANT'S COST ESTIMATE.** Not Applicable.

7. **ADDITIONAL SERVICES.** Should additional services be authorized they shall be compensated for based on approved itemized invoices from the Consultant per the Consultants standard hourly rate schedule.

8. **INDEMNIFICATION FOR DAMAGES, TAXES AND CONTRIBUTIONS.** CONSULTANT shall exonerate, indemnify, defend, and hold harmless COUNTY (which for the purpose of paragraphs 8 and 9 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 CONSULTANT'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 CONSULTANT and third persons.

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

9. INSURANCE. CONSULTANT, 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 COUNTY and any insurance or self-insurance maintained by COUNTY shall be excess of CONSULTANT'S insurance coverage and shall not contribute to it.

If CONSULTANT utilizes one or more sub-consultants in the performance of this Agreement, CONSULTANT shall obtain and maintain Independent CONSULTANT's Insurance as to each sub-consultant or otherwise provide evidence of insurance coverage for each sub-consultant equivalent to that required of CONSULTANT in this Agreement, unless CONSULTANT 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 CONSULTANT has no employees and certifies to this fact by initialing here \_\_\_\_\_

(2) Automobile Liability Insurance for each of CONSULTANT'S vehicles used in the performance of this Agreement, including owned, non-owned (e.g. owned by CONSULTANT'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 CONSULTANT is not a material part of performance of this Agreement and CONSULTANT 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 combined single limit, if, and only if, this Subparagraph is initialed by CONSULTANT and COUNTY \_\_\_\_\_ / \_\_\_\_\_.

B. Other Insurance Provisions

(1) If any insurance coverage required in this Agreement is provided on a "Claims Made" rather than "Occurrence" form, CONSULTANT 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. CONSULTANT 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.

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

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“The County of Santa Cruz, its officials, employees, agents and volunteers are added as an additional insurance 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:

Department of Parks, Open Space and Cultural Services  
Attn: Bob Olson, Park Planner  
979 Seventeenth Avenue  
Santa Cruz, CA 95062

(4) CONSULTANT 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:

Department of Parks, Open Space and Cultural Services  
Attn: Bob Olson, Park Planner  
979 Seventeenth Avenue  
Santa Cruz, CA 95062

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

A. The CONSULTANT shall not discriminate against any employee or applicant for employment because of race, color, creed, religion, national origin, ancestry, disability, medical condition (cancer related and genetic characteristics), marital status, sex, sexual orientation, age (over 18), veteran status, gender, pregnancy, 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 CONSULTANT 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 CONSULTANT and if CONSULTANT employs fifteen (15) or more employees, the following requirements shall apply:

(1) The CONSULTANT shall, in all solicitations or advertisements for employees placed by or on behalf of the CONSULTANT, state that all qualified applicants will receive consideration for employment without regard to race, color, creed, religion, national origin, ancestry, disability, medical condition (cancer related and genetic characteristics), marital status, sex, sexual orientation, age (over 18), veteran status, gender, pregnancy, or any other non-merit factor unrelated to job duties. In addition, the CONSULTANT Shall make a good faith effort to consider Minority/Women/Disabled Owned Business Enterprises in CONSULTANT’S solicitation of goods and services. Definitions for Minority/Women/Disabled Business Enterprises are available from the COUNTY General Services Purchasing Division.

(2) The CONSULTANT shall furnish COUNTY Equal Employment Opportunity 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.

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(3) In the event of the CONSULTANT'S non-compliance with the non-discrimination clauses of this Agreement or with any of the said rules, regulations, or orders said CONSULTANT may be declared ineligible for further agreements with the COUNTY.

(4) The CONSULTANT shall cause the foregoing provisions of this Subparagraph 1 OB. To be inserted in all subcontracts for any work covered under this Agreement by a subconsultant 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.

11. **INDEPENDENT CONTRACTOR STATUS.** CONSULTANT and COUNTY have reviewed and considered the principal test and secondary factors below and agree that CONSULTANT is an independent contractor and not an employee of COUNTY. CONSULTANT is responsible for all insurance (workers compensation, unemployment, etc.) and all payroll related taxes. CONSULTANT is not entitled to any employee benefits. COUNTY agrees that CONSULTANT shall have the right to control the manner and means of accomplishing the result contracted for herein.

PRINCIPAL TEST: The CONSULTANT 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)CONSULTANT is engaged in a distinct occupation or business; (c)In the locality, the work to be done by CONSULTANT is usually substantial rather than slight; (e) The CONSULTANT rather than the COUNTY supplies the instrumentalities, tools and work place; (f) The length of time for which CONSULTANT is engaged is of limited duration rather than indefinite; (g) The method of payment of CONSULTANT 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) CONSULTANT 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 CONSULTANT is an independent contractor.

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

12. **NON-ASSIGNMENT.** CONSULTANT shall not assign this Agreement without the prior written consent of the COUNTY.

13. **RETENTION AND AUDIT OF RECORDS.** CONSULTANT 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 the COUNTY, whichever occurs first. CONSULTANT 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.

14. **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.

0424

15. **ATTACHMENTS.** This Agreement includes the following attachments:

**Exhibit "A" - Consultants Proposal dated November 21, 2000**

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

COUNTY OF SANTA CRUZ:

CONSULTANT:

By: \_\_\_\_\_

By: Robert Carter (Owner)  
Archaeological Resource Management

APPROVED AS TO INSURANCE:

Address: 496 N. 5<sup>th</sup> Street  
City/State: San Jose, CA 95 112  
Telephone: 408-295-1373  
Fax: 408-286-2040

By: [Signature] 11-29-2000

APPROVED AS TO FORM:

By: [Signature] 11/29/00  
Office of the County Counsel

DISTRIBUTION: County Administrative Office, Auditor-Controller, County Counsel, Risk Management, POSCS, Consultant

# Exhibit A

## Archaeological Resource Management

0425

Robert R. Cartier, Ph.D.  
496 North 5th Street  
San Jose, CA 95112  
Telephone: (408) 295-1373  
FAX: (408) 286-2040  
email: armcartier@netscape.net

November 21, 2000

Mr. Bob Olson  
County of Santa Cruz Parks  
979 17th Avenue  
Santa Cruz, CA 95062  
FAX: (831) 454-7940

RE: PROPOSAL FOR-ATTENDANCE AT ONE PRECONSTRUCTION MEETING  
AND ARCHAEOLOGICAL MONITORING FOR THE SCOTT CREEK  
BEACH PROJECT

Dear Mr. Olson:

As per your request, the following proposal is being submitted for archaeological monitoring of earthmoving activities at the Scott Creek Beach Project in the County of Santa Cruz. The cost for archaeological monitoring of subsurface construction will be **\$40.00/hour with a 4 hour minimum per day** (with time and one-half for weekends, holidays, and days over 8 hours). The cost for attendance at meetings will be **\$70.00/hr.** Upon signature of this agreement, our office needs to be notified 24 hours prior to any earthmoving activities. The fee includes field monitoring, a final letter report, general administration, and invoicing. This monitoring plan is designed to meet CEQA requirements.

In the event significant archaeological features are exposed during construction, further recommendations may be made that might include salvage excavation, artifact analysis, and a scientific report of significant findings. Possible excavation and artifact analysis would only be undertaken after approval of a cost proposal by your firm.

Dr. Robert Cartier, the Principal Investigator, will personally oversee the management of the monitoring. Staff assigned to monitor the project will work under the supervision of Dr. Cartier, and they will be familiar with the background of the project.

Thank you for your consideration of this proposal. If you have any questions or we can be of further service, please contact our office.

Agreement:

Sincerely,



Robert Cartier, Ph.D.  
Principal Investigator

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

# Request for Taxpayer Identification Number and Certification

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.)  
Robert Carter

Business name (Sole proprietors see instructions on page 2.)  
Archaeological Resource Management 0426

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

Address (number, street, and apt. or suite no.)  
496 N 15th St

City, state, and ZIP code  
San Jose, CA 95112

**YOU ARE PAID FOR:**

Health Care Service  
 Other Service  
 Rent  Goods  
 Freight  Interest  
 Other (Explain)

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

Enter your TIN in the appropriate box. For individuals, this is your social security number (SSN). For sole proprietors, see the instructions or page 2. For other entities, it is your employer identification number (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  
51419+710+7101917

OR

Employer identification number  
| | + | | | | |

**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 Robert Carter Date 9-6-00

Section references are to the Internal Revenue Code.

**Purpose of Form.-A person who is required** to file an information return with the IRS must get your correct TIN to report income paid to you, real estate transactions, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA. Use Form W-9 to give your correct TIN to the requester (the person requesting your TIN) and, when applicable, (1) to certify the TIN you are giving is correct (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 1983 only). or

5. You do not certify your TIN. See the Part III instructions for exceptions.

Certain payees and payments are exempt from backup withholding and information reporting. See the Part II instructions and the separate instructions for the Requester of Form W-9.

**How To Get a TIN.**-If you do not have a TIN, apply for one immediately. To apply, get Form SS-5, Application for a Social Security Number Card (for Individuals), from your local office of the Social Security Administration, or Form SS-4, Application for Employer Identification Number (for businesses and all other entities), from your local IRS office.

If you do not have a TIN, write "Applied For" in the space for the TIN in Part I, sign and date the form, and give it to the requester. Generally, you will 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.

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**IMPORTANT**

If the **certificate** holder is an ADDITIONAL INSURED, the **policy(ies)** must be endorsed. A **statement** on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy. certain policies may require an endorsement. A statement on this certificate does not confer rights to the **certificate** holder in lieu of such endorsement(s).

**DISCLAIMER**

The Certificate of Insurance on ~~the~~ reverse side of ~~this~~ form does not **constitute** a **contract** between the issuing **insurer(s)**, authorized representative or producer, and the certificate holder. nor does it **affirmatively** or negatively amend, extend or alter the coverage afforded by the policies **listed** thereon,

# ACORD CERTIFICATE OF LIABILITY INSURANCE

Policy Number: 05590-37-65

DATE  
11/29/2000

**PRODUCER** Mary Barnard Insurance  
 2190 Stokes Street, Suite 201  
 San Jose, CA 95128

(408) 286-1334  
 96-80-370

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

0429

**INSURED** ARCHEOLOGICAL RESOURCE MANAGEMENT

ROBERT R. CARTIER, PH.D.  
 496 N 5TH STREET  
 SAN JOSE, CA 95112

INSURER A: FARMERS INSURANCE EXCHANGE

INSURER B:

INSURER C:

INSURER D:

INSURER E:

### COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

SR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
1	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR	05590-37-65	12/6/2000	12/6/2001	EACH OCCURRENCE \$ 1,000,000
					FIRE DAMAGE (Any one fire) \$ 100,000
					MED EXP (Any one person) \$ 5,000
					PERSONAL & ADV INJURY \$ 1,000,000
	GENL AGGREGATE LIMIT APPLIES PER: POLICY PRO LOC				GENERAL AGGREGATE \$ 1,000,000 PRODUCTS - COMP/OP AGG \$ INCLUDED
2	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIREDAUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	05590-37-65	12/6/2000	12/6/2001	COMBINED SINGLE LIMIT (Per accident) \$ 1,000,000
					BODILY INJURY (Per person) \$
					BODILY INJURY (Per accident) \$
					PROPERTY DAMAGE (Per accident) \$
3	GARAGE LIABILITY ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
	EXCESS LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE  DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$
4	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATUTORY LIMITS OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
	OTHER				

DESCRIPTION OF OPERATIONS/LOCATIONS/VISITS CLBS/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

VIA FAX: 831-454-7940 - ATTN: BOB OLSON

<b>CERTIFICATE HOLDER</b> COUNTY OF SANTA CRUZ PARKS, OPEN SPACE & CULTURAL SERVICES 979 17TH AVENUE SANTA CRUZ, CA 95062	<b>ADDITIONAL INSURED: INSURER LETTER:</b>	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <sup>30</sup> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT. BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, KS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE <i>Mary Barnard</i>
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**IMPORTANT**

If the certificate holder is an **ADDITIONAL INSURED**, the policy(k) must be **endorsed**. A statement on **this** certificate does not confer rights to the **certificate** holder in lieu of such endorsement(s)

If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain **policies** may require an endorsement. A statement on this certificate- **does** not confer rights to the certificate holder in lieu of such endorsement(s).

**DISCLAIMER**

The **Certificate** of Insurance **on** the **reverse** side of **this form** **does not** constitute a **contract** between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it **affirmatively** or **negatively amend, extend** or **alter** the **coverage afforded** by the policies **listed** thereon.



COUNTY OF SANTA CRUZ  
REQUEST FOR APPROVAL OF AGREEMENT

0432

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

FROM: Parks, Open Space & Cultural Services (Dept.)

*[Signature]* (Signature) (Date 11/29/00)

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

1. Said agreement is between the County of Santa Cruz (Agency)  
and Frey Environmental, 1494 Carnot Drive, San Jose, CA 95126 (Name & Address)

2. The agreement will provide environmental monitoring for the removal of petroleum hydrocarbon impacted soils for the North Coast Beaches Phase I Scott Creek Beach

3. The agreement is needed because the County cannot provide these services

4. Period of the agreement is from Date of Board Approval to June 30, 2001

5. Anticipated cost is \$ 6,000 (Fixed amount; Monthly rate; Not to exceed)

6. Remarks: Funding will be available after the Board accepts unanticipated revenue from the General Fund contingencies

7. Appropriations are budgeted in 191146 (Index#) 6610 (Subobject)

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

Appropriations are available and will be encumbered. Contract No. CO 02305 Date 11-29-00

GARY A. KNUTSON, Auditor - Controller  
By [Signature] Deputy.

Proposal reviewed and approved. It is recommended that the Board of Supervisors approve the agreement and authorize the Director of County Parks to execute the same on behalf of the County of Santa Cruz (Agency).

Remarks: \_\_\_\_\_ (Analyst) By [Signature] County Administrative Officer Date 12/4/00

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

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

\*To Orig. **74** 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

## INDEPENDENT CONTRACTOR AGREEMENT

THIS CONTRACT is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2000, by and between the COUNTY OF SANTA CRUZ, hereinafter called COUNTY, and, **Frey Environmental, Inc.** hereinafter called CONSULTANT. The parties agree as follows:

1. **DUTIES.** CONSULTANT agrees to exercise special skill to accomplish the following:

*Attend Preconstruction Meeting and provide environmental monitoring for the removal of petroleum hydrocarbon impacted dunes for the Scott Creek Beach Project (APN #57-151-090) during the construction period per Exhibit A Consultants Proposal dated November 28, 2000, and Exhibit B Approved Work Plan dated January 31, 2000.*

2. **COMPENSATION.** In consideration for CONSULTANT accomplishing said result, COUNTY agrees to pay CONSULTANT as follows: **an amount not-to-exceed \$6,000.** Consultant shall bill at the rates for services as specified in Exhibit A. All request for payment shall be submitted to the County of Santa Cruz Department of Parks, Open Space, and Cultural Service, 979 Seventeenth Avenue, Santa Cruz, California 95062, and must be accompanied by a detailed invoice in conjunction with the Department's Application for Payment Form. Such requests for payments may be submitted on a minimum interval of thirty (30) calendar days for work completed.

3. **TERM.** The term of this contract shall be from the date of Board approval until **June 30, 2001.** This Agreement may be extended upon mutual agreement by both parties.

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

5. **USE OF DOCUMENTS.** Documents prepared under this Agreement and provided to the COUNTY shall become the property of COUNTY. CONSULTANT may use such plans and documents for the purpose of illustrating the nature or scope of project involvement. COUNTY understands that such plans and documents are to be used for this project only and that any future use would be at the sole risk of the COUNTY.

6. **CONSULTANT'S COST ESTIMATE.** Not Applicable.

7. **ADDITIONAL SERVICES.** Should additional services be authorized they shall be compensated for based on approved itemized invoices from the Consultant per the Consultants standard hourly rate schedule.

8. **INDEMNIFICATION FOR DAMAGES, TAXES AND CONTRIBUTIONS.** CONSULTANT shall exonerate, indemnify, defend, and hold harmless COUNTY (which for the purpose of paragraphs 8 and 9 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 CONSULTANT'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 CONSULTANT and third persons.

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

9. INSURANCE. CONSULTANT, 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 COUNTY and any insurance or self-insurance maintained by COUNTY shall be excess of CONSULTANT'S insurance coverage and shall not contribute to it.

If CONSULTANT utilizes one or more sub-consultants in the performance of this Agreement, CONSULTANT shall obtain and maintain Independent CONSULTANT's Insurance as to each sub-consultant or otherwise provide evidence of insurance coverage for each sub-consultant equivalent to that required of CONSULTANT in this Agreement, unless CONSULTANT 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 CONSULTANT has no employees and certifies to this fact by initialing here \_\_\_\_\_

(2) Automobile Liability Insurance for each of CONSULTANT'S vehicles used in the performance of this Agreement, including owned, non-owned (e.g. owned by CONSULTANT'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 CONSULTANT is not a material part of performance of this Agreement and CONSULTANT 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 combined single limit, if, and only if, this Subparagraph is initialed by CONSULTANT and COUNTY \_\_\_\_\_ / \_\_\_\_\_.

B. Other Insurance Provisions

(1) If any insurance coverage required in this Agreement is provided on a "Claims Made" rather than "Occurrence" form, CONSULTANT 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. CONSULTANT 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 contained the following clause:

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“The County of Santa Cruz, its officials, employees, agents and volunteers are added as an additional insurance 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:

Department of Parks, Open Space and Cultural Services  
Attn: Bob Olson, Park Planner  
979 Seventeenth Avenue  
Santa Cruz, CA 95062

(4) CONSULTANT 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:

Department of Parks, Open Space and Cultural Services  
Attn: Bob Olson, Park Planner  
979 Seventeenth Avenue  
Santa Cruz, CA 95062

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

A. The CONSULTANT shall not discriminate against any employee or applicant for employment because of race, color, creed, religion, national origin, ancestry, disability, medical condition (cancer related and genetic characteristics), marital status, sex, sexual orientation, age (over 18), veteran status, gender, pregnancy, 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 CONSULTANT 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 CONSULTANT and if CONSULTANT employs fifteen (15) or more employees, the following requirements shall apply:

(1) The CONSULTANT shall, in all solicitations or advertisements for employees placed by or on behalf of the CONSULTANT, state that all qualified applicants will receive consideration for employment without regard to race, color, creed, religion, national origin, ancestry, disability, medical condition (cancer related and genetic characteristics), marital status, sex, sexual orientation, age (over 18), veteran status, gender, pregnancy, or any other non-merit factor unrelated to job duties. In addition, the CONSULTANT Shall make a good faith effort to consider Minority/Women/Disabled Owned Business Enterprises in CONSULTANT’S solicitation of goods and services. Definitions for Minority/Women/Disabled Business Enterprises are available from the COUNTY General Services Purchasing Division.

(2) The CONSULTANT shall furnish COUNTY Equal Employment Opportunity 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.

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(3) In the event of the CONSULTANT'S non-compliance with the non-discrimination clauses of this Agreement or with any of the said rules, regulations, or orders said CONSULTANT may be declared ineligible for further agreements with the COUNTY.

(4) The CONSULTANT shall cause the foregoing provisions of this Subparagraph 1 OB. To be inserted in all subcontracts for any work covered under this Agreement by a subconsultant 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.

11. **INDEPENDENT CONTRACTOR STATUS.** CONSULTANT and COUNTY have reviewed and considered the principal test and secondary factors below and agree that CONSULTANT is an independent contractor and not an employee of COUNTY. CONSULTANT is responsible for all insurance (workers compensation, unemployment, etc.) and all payroll related taxes. CONSULTANT is not entitled to any employee benefits. COUNTY agrees that CONSULTANT shall have the right to control the manner and means of accomplishing the result contracted for herein.

PRINCIPAL TEST: The CONSULTANT 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)CONSULTANT is engaged in a distinct occupation or business; (c)In the locality, the work to be done by CONSULTANT is usually substantial rather than slight; (e) The CONSULTANT rather than the COUNTY supplies the instrumentalities, tools and work place; (f) The length of time for which CONSULTANT is engaged is of limited duration rather than indefinite; (g) The method of payment of CONSULTANT 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) CONSULTANT 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 CONSULTANT is an independent contractor.

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

12. **NON-ASSIGNMENT.** CONSULTANT shall not assign this Agreement without the prior written consent of the COUNTY.

13. **RETENTION AND AUDIT OF RECORDS.** CONSULTANT 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 the COUNTY, whichever occurs first. CONSULTANT 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.

14. **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. 0437

15. **ATTACHMENTS.** This Agreement includes the following attachments:

**Exhibit "A" - Consultants Proposal dated November 28, 2000**

**Exhibit "B" - Work Plan dated January 31, 2000**

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

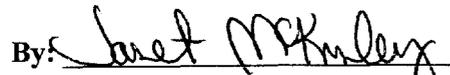
**COUNTY OF SANTA CRUZ:**

By: \_\_\_\_\_

**CONSULTANT:**

By:  \_\_\_\_\_  
**Frey Environmental, Inc.**

**APPROVED AS TO INSURANCE:**

By:  \_\_\_\_\_

**Address:** 1494 Carnot Drive  
**City/State:** San Jose, CA 95 126  
**Telephone:** 408-295-0117  
**Fax:** 408-286-0264

**APPROVED AS TO FORM:** 11-29-2000

By:  \_\_\_\_\_ 11/29/00  
Office of the County Counsel

**DISTRIBUTION:** County Administrative Office, Auditor-Controller, County Counsel, Risk Management, POSCS, Consultant

1494 Carnot Drive 0438  
San Jose, CA 95126  
(408) 295-0117  
Fax (408) 295-0264

November 28, 2000

Mr. Robert Olson  
County of Santa Cruz  
Parks, Open Space & Cultural Services  
979 17<sup>th</sup> Avenue  
Santa Cruz, CA 95062

**PROPOSAL  
ENVIRONMENTAL OVERSIGHT AND SAMPLING  
BEACH DUNE RESTORATION PROJECT  
SCOTT CREEK BEACH, SANTA CRUZ COUNTY, CALIFORNIA**

Dear Mr. Olson:

FREY Environmental (FREY) has prepared this proposal to outline field procedures and an estimated budget to provide environmental oversight, soil sampling and laboratory analytical services during removal of petroleum hydrocarbon impacted dune sands at the above referenced Site. The scope of work presented in this proposal is intended to be completed in coordination with the overall dune restoration activities being performed by the general contractor at the Site.

**BACKGROUND**

It is our understanding that Geotechnical Research and Development (GRD) collected soil samples from 14 borings in the immediate vicinity of relict concrete foundation slabs at the Site. In addition, one bulk sample of tar-like substance was collected from an open cavity in one of the concrete slabs on the upper-most dune. Eight of the soil samples collected were submitted for laboratory analysis of total petroleum hydrocarbons (TPH). Results of the analysis reported elevated concentrations of TPH in five of the samples at concentrations ranging from 36 parts per million (ppm) to 7,800 ppm at depths up to three feet below surface grade (bsg). The laboratory quantified the hydrocarbon compounds as lubricating oil (>C16). Samples collected below a depth of three feet were not analyzed. Petroleum hydrocarbon compounds were not reported in samples collected from the hand auger borings. Analysis of the bulk sample, collected from the upper dune foundation slab, detected unidentified extractable hydrocarbons (>C10) at a concentration of 66,000 ppm.

Based on the results of the GRD investigation, the County of Santa Cruz Parks, Open Space & Cultural Services (County) will excavate dune sands to remove heavy-end hydrocarbons (>C10) at concentrations exceeding 1,000 ppm and lighter-end hydrocarbons (<C10) at concentrations exceeding 1 ppm.

0439

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## OBJECTIVE

The objective of this scope of work is to assess the presence of petroleum hydrocarbon compounds in soils or groundwater beneath the USTs.

## SCOPE OF WORK

The scope of work presented below is designed to provide the information needed to meet the objective (tasks presented below correspond to the tasks listed in the attached budget):

### Task 1 Health and Safety Plan and Pre-Field Activities

- Preparation- of a Health and Safety Plan.
- Attend pre-construction meeting with general contractor and County personnel prior to initiation of field activities.

### Task 2.0 Field Oversight and Confirmation Sampling

FREY will provide personnel to observe/record field conditions and collect confirmation soil samples as listed below.

- Establish a grid system to maintain topographic control of structure and sample locations.
- Collect one soil sample per 15 to 20 feet of exposed excavation surface (pit or trench).
- Submit samples to a state-certified laboratory for analysis purgeable and extractable petroleum hydrocarbons in general accordance with EPA method 8015 (modified). In order to expedite field activities samples will analyzed on a 24-hour rush schedule.

### Task 3.0 Data Evaluation and Report Preparation

- Upon receipt of the laboratory data and disposal documentation, FREY will evaluate the data and prepare a letter report descrii the observed field conditions, field activities performed and results of *the* laboratory analytical data.

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**ESTIMATED BUDGET**

The scope of work outlined above will be conducted on a time and materials basis per the unit prices listed below.

Task 1.	Health and Safety Plan and Preconstruction Meeting	\$500
Task 2.	Field Geologist	\$ 65/hr
	24-Hour Analysis of TPH (Purgeable/Extractable)	\$ 210/sample
	Truck/OVA/Expendable Supplies	\$ 125/day
Task 3.	Data Evaluation and Report Preparation	\$1,075

Changes in Site conditions or field activities not anticipated for this scope of work may affect the estimated budget. Additional work required by changes in Site conditions or at the request of the client will not be conducted without prior written authorization. FREY is not responsible for storage handling or disposal of excavated material. Additional analytical procedures that may be required by landfills for soil disposal are not included in the costs outlined above.

FREY appreciates the opportunity to provide this proposal to the County. If you have any questions please contact me at (408) 295-0117.

Respectfully submitted,  
FREY Environmental, Inc.



Terrence Kinn  
Senior Project Geologist

*FREY Environmental, Inc.*

January 31, 2000

Mr. Robert Olson  
County of Santa Cruz  
Parks, Open Space & Cultural Services  
979 17<sup>th</sup> Avenue  
Santa Cruz, CA 95062

**S u b j e c t :** Work Plan for Removal of Petroleum Hydrocarbon Impacted Soils  
Scott Creek Beach; Santa Cruz County, California

Dear Mr. Olson:

Ecology Control Industries (ECI) has prepared this work plan to outline procedures to be followed during removal of petroleum hydrocarbon impacted dune sands at the above referenced site. The scope of work presented in this work plan is intended to be completed in coordination with the overall dune restoration activities being performed by the general contractor at the site.

## BACKGROUND

In September 1995 Geotechnical Research and Development (GRD) completed soil sample collection from ten soil borings and four hand-augered borings in the immediate vicinity of relict concrete foundation slabs at the site. In addition, one bulk sample of tar-like substance was collected from an open cavity in one of the concrete slabs on the upper-most dune. Eight soil samples collected from the borings were submitted for laboratory analysis of total petroleum hydrocarbons (TPH). Results of the analysis reported elevated concentrations of TPH in five of the samples at concentrations ranging from 36 parts per million (ppm) to 7,800 ppm at depths up to three feet-below surface grade (bsg). The laboratory quantified the hydrocarbon compounds as lubricating oil (>C16). Samples collected below a depth of three feet were not analyzed. Petroleum hydrocarbon compounds were not reported in samples collected from one to two feet deep in the hand auger borings. Analysis of the bulk sample, collected from the upper dune foundation slab, detected unidentified extractable hydrocarbons (>C10) at a concentration of 66,000 ppm. The GRD report is included as Attachment 1.

Based on the results of the GRD investigation, the County of Santa Cruz Parks, Open Space & Cultural Services (County) has requested removal of dune sands impacted by heavy-end hydrocarbons (>C10) at concentrations exceeding 1,000 ppm and lighter-end hydrocarbons (<C10) at concentrations exceeding 1 ppm.

County of Santa Cruz  
Park, Open Space & Cultural Services  
January 31, 2000  
Page 2

## OBJECTIVE

The objective of this project is to provide environmental oversight/consulting and soil sampling services during removal of petroleum hydrocarbon impacted dune sands.

## SCOPE OF WORK

The methods and procedures that will be used to complete each phase of the scope of work are presented in the following tasks.

### Task 1. Health and Safety Plan Preparation and Field Coordination

Prior to beginning field activities, a site specific Health and Safety Plan (HASP) will be prepared to guide field activities and minimize the potential to expose site workers to unsafe work conditions. Additionally, a project kick-off meeting will be conducted with the general contractor to review field construction/demolition activities and identify the anticipated areas of concern. The County of Santa Cruz Health Services Agency will also be notified of the schedule of field activities and anticipated sampling dates.

### Task 2. Site Preparation and Dune Restoration Activities

Prior to initiation of the general contractor's restoration activities a marker/grid system will be delineated by the environmental consultant in order to maintain control of the locations of the designated areas of concern during removal of surficial structures at the site. Upon removal of structures and surficial debris, a visual site survey will be conducted to evaluate soil/dune conditions beneath the former structures and assess potential areas of additional hydrocarbon impact.

In coordination with the general contractor, soil/dune excavation will be conducted in the areas of known or suspected hydrocarbon contamination. Based on existing data, it is anticipated that excavation activities will be conducted primarily in the vicinity of former GRD soil boring B4. Excavation will be conducted by strip trenching to an approximate depth of five feet in the area(s) of concern. If additional hydrocarbon impact is observed upon removal of the concrete structures, soil excavation will be conducted as necessary based on the observed conditions. During excavation, grab samples will be collected by the environmental consultant for visual inspection and screening of organic vapors using a photoionization detector. Once it is judged that soil removal has approached the designated clean-up goals confirmation soil sample(s) will be collected. One soil sample will be collected from the base of the excavated area for every fifteen feet of trench excavated. Soil removal will be terminated or continued based on results of the confirmation sampling. In order to expedite

County of Santa Cruz  
 Park, Open Space & Cultural Services  
 January 31, 2000  
 Page 3

the excavation activities and evaluate the effectiveness of the soil removal, soil samples will be analyzed on a 24-hour rush schedule. It is anticipated that excavated soils will be stockpiled separately at the site pending landfill profiling for subsequent disposal.

Task 3. Laboratory Analytical Program

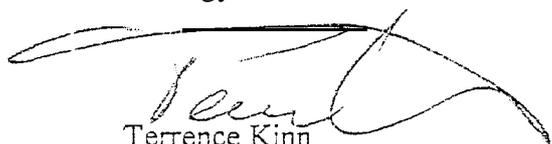
Soil samples will be analyzed by a state-certified analytical laboratory for total petroleum hydrocarbons using EPA method 8015 (modified). The analytical laboratory will quantify the carbon-range of any hydrocarbon compounds detected in order to evaluate compliance with the designated clean-up goals.

Task 4. Project Documentation and Report Preparation

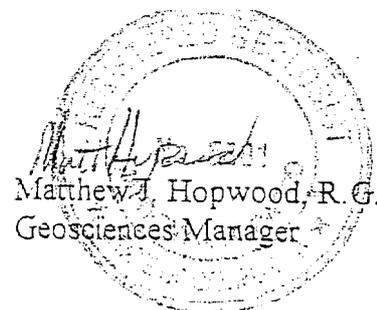
Upon completion of the soil disposal and receipt of landfill weight tickets, a report will be prepared to document the field activities. The report will discuss the procedures used to complete the field activities, observed field conditions and will include copies of the landfill disposal receipts, laboratory analytical reports and related documentation generated during the course of the project.

If you have any questions or require additional information, please contact either of the undersigned at (510)235-1393.

Respectfully submitted,  
 Ecology Control Industries



Terrence Kinn  
 Senior Geologist



Matthew J. Hopwood, R.G.  
 Geosciences Manager

Attachment

cc: Jose DeAnda, CSCHSA

Attachment 1  
GRD Phase II Report

PHASE II  
SPECIFIED SOILS INVESTIGATION  
AT  
SCOTT CREEK BEACH ENHANCEMENT PROJECT  
NORTH OF DAVENPORT  
SANTA CRUZ COUNTY  
CALIFORNIA

PREPARED FOR  
SIMPSON ENVIRONMENTAL  
555 WEST BENJAMIN HOLT  
SUITE 414  
STOCKTON, CALIFORNIA  
95207

PREPARED BY  
GEOTECHNICAL RESEARCH AND DEVELOPMENT  
30 CHURCH STREET, P.O. BOX 672  
SUTTER CREEK, CALIFORNIA  
95685

GRD 950070  
OCTOBER 1995

## 1. INTRODUCTION

Simpson Environmental has contracted with the County Of Santa Cruz to provide the County as lead agency with an environmental review of the Scott Creek Beach Enhancement Project. As a part of that project, Simpson Environmental contracted with Geotechnical Research and Development (GRD) to supervise the drilling of test borings in the general vicinity of a former fuel oil transfer station which occupies a portion of the overall project area. It was proposed that a total of twelve borings be extended to a depth of ten feet or to practical refusal to further advancement of the augers. Undisturbed soil samples were to be recovered from each boring with selected samples taken to a State Certified Laboratory for testing via EPA test method 8015 (Modified) for Total Extractable Petroleum Hydrocarbons.

Drilling commenced on September 13, 1995. An area walkover by the project's Engineering Geologist revealed the presence of two tank foundations in addition to the large cement slabs that originally were to be the focus of the investigation. The tank foundations were not accessible to the drill rig. After on-site consultation with representatives from the Santa Cruz County Health and Planning Departments, it was agreed that the number of auger borings would be limited to ten with the tank area being sampled via hand auger borings and bulk or undisturbed sampling as deemed appropriate to the conditions encountered.

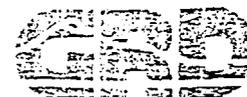
The object of this work was to test for the presence of unspecified hydrocarbon contaminants in the area of the foundations. The County's stated purpose was to determine the presence/absence of potential toxic materials which might cause harm to project workers and for beach users during the construction and subsequent beach use phases of the project.

## 2. BACKGROUND

The area of investigation is part of an eight acre parcel that is earmarked for improvements to upgrade public access. The area of investigation is underlain by a sand dune whose geomorphology has been disturbed by former site use including, most notably, an oil transfer station which was located on the dune from 1906 to 1958. As part of the dune restoration project, large concrete slabs, foundations, and buried remains of the facilities will be removed. FHWA requires that a "phase II" hazardous material analysis be performed to determine if the removal of these facilities will create any dangers to workers or beach users during the removal of the facilities.

The California Department of Transportation (Caltrans) was queried via telephone to determine the scope of work to be included in a "phase II" investigation. Caltrans responded to Simpson Environmental (June 24, 1995) with a sample report ("Phase II Specified Soils Investigation at the Intersection of El Camino Real and San Bruno Avenue in San Bruno, California" dated March 3, 1994) which has been utilized as a model for this report.

The natural geologic materials underlying the area of investigation include drifting dune sands overlying an indurated mudstone. In the upper area of former tank foundations, the mudstone has been cut to form a bench upon which imported fill materials were emplaced to a depth on the order of one foot prior to the construction of the tank foundations.



### 3. SOIL BORING AND SOIL SAMPLING

The scope of this investigation included the extension of ten test borings via a SIMCO S'X-2400, truck mounted, auger drilling rig that was utilized to advance eight inch, continuous flight, hollow stem augers to a depth of ten feet or practical refusal, whichever was reached first. Undisturbed samples were obtained by advancing an ASTM (American Society for Testing and Materisis) standard split spoon sampler having six inch stainless steel liners into the ground in advance of the drill head. The spilt spoon sampler was driven into the undisturbed soils via an ASTM 140 pound drive hammer falling thirty inches,

Field inspection of the site during movement of the drill rig between boring locations revealed the presence of an additional two foundations in an area not accessible to the drill rig. The drilling was completed on September 13, 1995. The non-drill rig-accessible site was sampled on September 16, 1995 using a hand auger with samples being collected in laboratory prepared jars. A total of four hand auger borings were mended.

The soils emerging from the augers and those recovered in the split spoon sampler liners were visually classified in accordance with the Unified Soils Classification System by the undersigned Certified Engineering Geologist. The boring logs may be found in Appendix A to this report.

Undisturbed samples were recovered from the split spoon sampler in the laboratory prepared six inch liners which were carefully removed from the spilt spoon sampler, the ends of the tubes covered with aluminum foil followed by a tight fitting plastic cap which was in turn sealed with duct tape. The sealed tubes were individually marked with identification including the job number, boring number and nominal aeoth of sampling. Disposable latex gloves were used in the handling of the samples, with a new pair of gloves being used for each sample. The identified samples were then placed in a cooler containing ice for shipment to GRD's laboratory where they were placad in a secure refrigerator. After completion of the field work, the samples stored at GRD were again placed on ice in a cooler and transported to Sequoia Analytical Laboratories for analysis. All samoie handling was accomplished under proper chain of custody procedures.

### 4. SOIL ANALYSIS RESULTS

A total of eight soil samples were selected for analysis by Sequoia Analytical via the EPA 3550/8015 Modified method. The samples were selected based on their coloration and, to a lesser extent, to provide an aerial distribution of samples from the boring locations. The laboratory report may be found in Appendix B to this report. The fuel fingerprints of the soil samples indicated that hydrocarbons in the Lubricating Oil range are found in the near surface (ie: within three feet of the ground level as it existed at the time of boring) in the area of the large slabs. The test results representing soil samples in the slab area for which the presence of hydrocarbons were detected are as follows:

B-2 @ 2.5'	110 mg/kg
B-3 @ 3'	43 mg/kg
B-4 @ 1-2'	7,800 mg/kg
B-5 @ 3'	50 mg/kg
B-7 @ 3'	36 mg/kg

In addition to the test results on the selected samples indicating hydrocarbon contamination, the surface presence of macadam (oil cemented sand, a crude form or asphalt paving) was noted in, around and on the cliff fact below the large slabs alluding to prior incidents of non containment.

The area that was investigated via hand auger was represented in the laboratory testing by three samples. Two of the samples of sand were free from laboratory a etected hydrocarbons while the third, 3 bulk sampling of a sticky black mass detected in an opening of the northernmost slab had 66,000 mg/kg of detectable hydrocarbons.

## 5. SUMMARY AND CONCLUSIONS

Given the past history of the site as a shore station for the unloading of fuel oil from tanker ships, it is not without reason to expect that oil spills are a historic reality. As mentioned earlier, apparently a portion of the spilled oil combined with sand to create a macadam. Slabs of the macadam were observed to have fallen over the cliff face on the seaward side of the main (western-most) in situ concrete slabs. The presence of macadam over the remainder of the site is sporadic. In addition, an asphaltic appearing coating was observed to be on the order of an inch thick over portions of the exposed concrete slabs.

All of the samples submitted for testing from the lower slab areas (B2 @ 2.5', B3 @ 3', B4 @ 1-2', B5 @ 3') contained detectable hydrocarbons. Only the samples from B4 @ 1-2' and B2 @ 2.5' indicated hydrocarbon levels in excess of the 100 mg/kg that traditionally considered as a reference level for concerns related to human health.

Although there are not currently any universally designated threshold value for the cleanup of hydrocarbon contaminated soils, a historic level of 100 mg/kg has been used. This standard has since been abandoned, however, in favor of site specific action levels and remediation goals. After consideration of the intended use of the subject site and the nature and form of the contamination present, it appears that a remediation goal based upon this historic standard is appropriate. It should be noted that this investigation has considered only human health and safety with regard to the potential effects of the contamination located at the subject site. The possible negative impact to wildlife exposed to hydrocarbon contamination at this site is beyond the scope of this investigation.

The B2 @ 2.5' sample indicated hydrocarbon presence in the amount of 110 mg/kg, 10 mg/kg in excess of the reference level. The B4 @ 1-2' sample however revealed hydrocarbon presence many times the reference level (7,800 mg/kg) a level that is not of the same order of magnitude as the other samples. The indication is that the sample represents a localized concentration, possibly near the source of a spill that, based on the testing done to date, is anomalous.

The upper (tank?) slabs were partially covered with drifting sands. The tar like substance that is represented by the sample "upper tank foundation" was apparently, based on the work done to date, limited to a small area at the western edge of the northernmost foundation. The foundation at that point has a notch in it which may have provided clearance for either a valve or piping related to a tank. Samples taken from HB (Hand Boring) two and HB three did not reveal detectable hydrocarbons. The implication is that the hydrocarbon contamination revealed by the upper tank foundation sample has not become widespread.

It is our understanding that the development plans for the area of investigation are to remove the slabs and any other relics of the past human use and then to let the dune sands naturally drift over the area. Long term use of the area will be as wildlife habitat. Minor fills will be created to correct erosion channels. The final topography after slab removal and the grading will be similar to that which exists today.

It was beyond the scope of this investigation to sample the soils underlying the slabs. Assuming however that the slabs protected the underlying soils from the effects of hydrocarbon spills, it would be prudent to conduct additional testing of the soils underlying the slabs at the time of slab removal to confirm this hypothesis.

Based on the testing done to date, it is prudent that the contaminated soils represented by the upper tank foundation sample be removed. This should be a relatively easy task as the contamination is represented by a black tar like substance that is visually apparent and is presumably of low volume. Confirming samples should be taken after the soil removal of the surrounding soils to confirm that the removal has been complete. Based on the hand boring samples tested, this should be the only necessary removal from the upper tank slab area.

The western (large) slab areas have detected hydrocarbon contamination in the adjacent soils. For the most

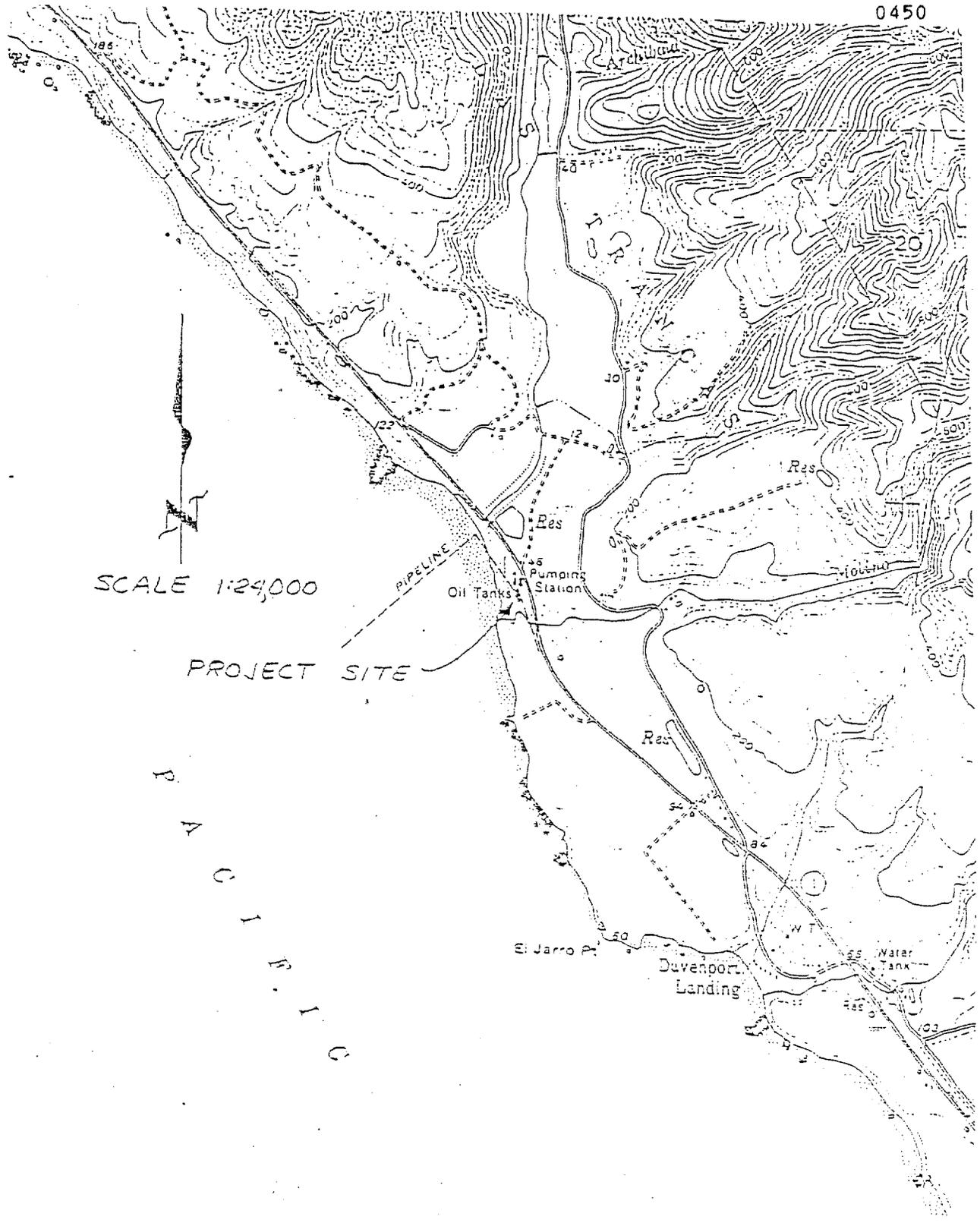
part, with the exception of the, 84 area, the contamination is of low level. The area around 84 needs further sampling to determine the lateral and vertical extent of the contamination associated with that detected. This should be accomplished prior to slab removal and the soils represented by the higher levels of detected hydrocarbons should be removed prior to slab removal to protect the general construction workers involved with slab removal.

If visual indications of oil products are encountered beneath the slabs during the slab removal process, work should be halted, the soils sampled and tested with a work plan, if necessary based on the laboratory test results, being implemented to remove the contaminated soils prior to completion of the site grading.

The surface macadam should be removed offsite to an appropriate disposal facility prior to final grading of the site.

Implementation of the above measures will help to insure that long term exposure to construction workers and the future users of the area is not of a level that will result in potential health hazards.





SCALE 1:24,000

PROJECT SITE

P  
A  
C  
I  
F  
I  
C



FIGURE ONE  
SITE LOCATION MAP

JOB NO. 950070
DRAWN BY: MRF
APP BY:

NORTH 1"=40'

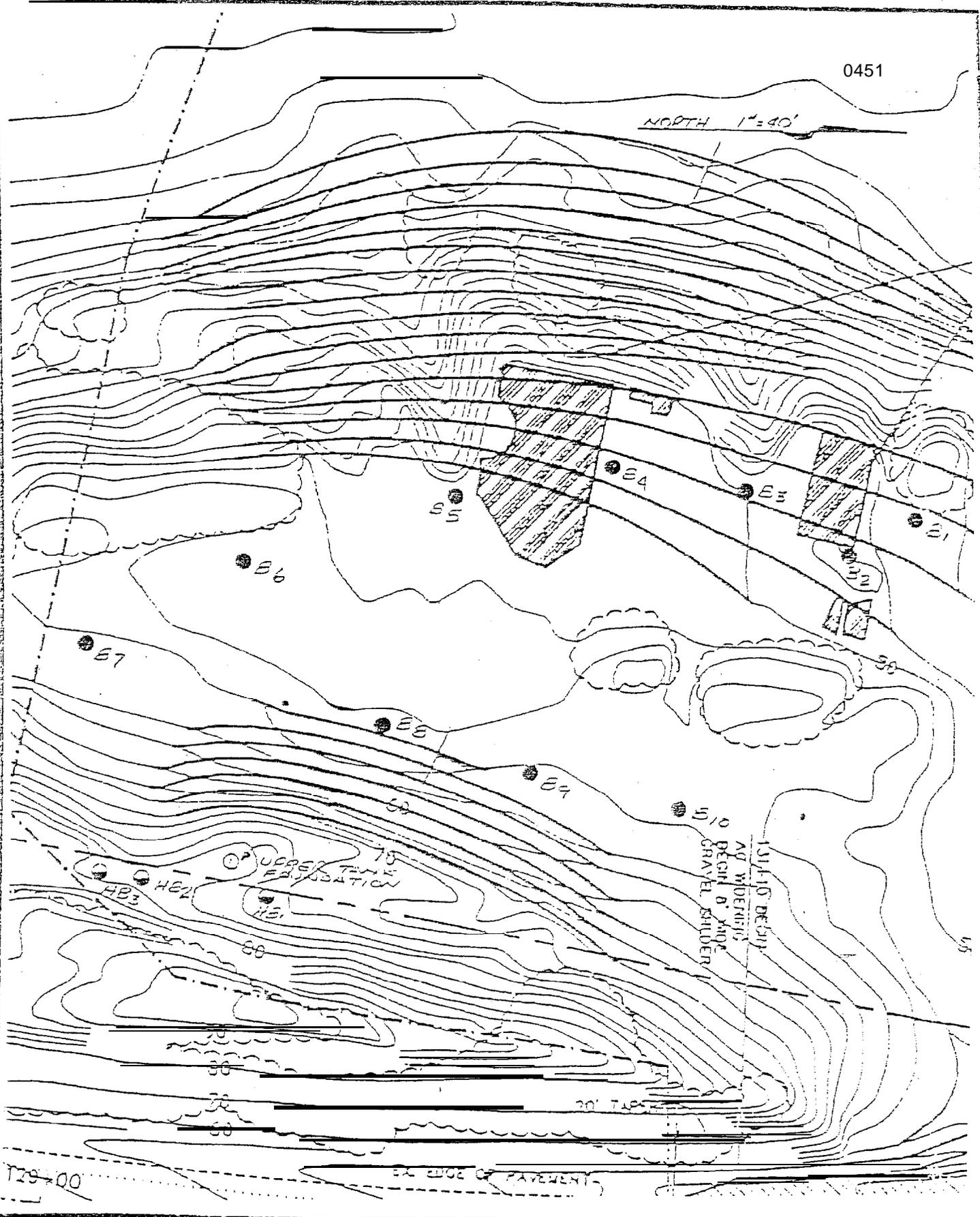


FIGURE TWO  
BORING LOCATION MAP

JOB NO. 950070  
DRAWN BY: MRE  
APP BY:

APPENDIX A  
BORING LOGS



## APPENDIX A BORING LOGS

### BORING ONE

- 0-5.0' Light Gray-Brown, Humid, Medium Dense to Loose, FINE GRAINED, POORLY SORTED SAND WITH OCCASIONAL GRAVEL (SP)  
5.0' Refusal encountered, boring terminated

### BORING TWO

- 0-1.6' Dark Brown, Humid, Medium Dense to Dense, SILTY FINE GRAINED SAND WITH OCCASIONAL GRAVEL, WOOD FRAGMENTS AND BLACK PLASTIC (SM)  
1.6-5.3' Dark Brown, Humid, Dense to Very Dense, SILTY POORLY SORTED SAND WITH OCCASIONAL GRAVEL AND WOOD FRAGMENTS (SM-SP)  
5.3'-10' Gray Brown, Humid, Medium Dense, POORLY SORTED FINE GRAINED SAND (SP) assumed to be dune sand due to rounding and frosting of grains  
10' Boring terminated, refusal not met

### BORING THREE

- 0-1.9' Light Brown, Humid, Medium Dense, SLIGHTLY SILTY, POORLY SORTED SAND (SP)  
1.9-7.0' Brown, Humid, Dense to Very Dense, SLIGHTLY SILTY, POORLY SORTED SAND WITH OCCASIONAL SILT "BALLS" (SM-SP)  
7.0-8.2' Dark Brown, Humid, Very Dense, SILTY FINE GRAINED SAND (SM) with silt "balls" that make up to 20% of the sample  
8.2-10.0' Gray Brown, Humid, Medium Dense to Dense, SLIGHTLY SILTY, POORLY SORTED, FINE GRAINED SAND (SM-SP)  
10.0' Bottom of boring, refusal not met



### BORING FOUR

- 0-2.9' Dark Brown, Humid, Very Dense, SLIGHTLY SILTY FINE TO MEDIUM GRAINED SAND (SM)  
 2.9-10' Brown to Gray Brown, Humid, Dense, POORLY SORTED SAND (SP) dune sand  
 10.0' Boring terminated, refusal not met

### BORING FIVE

- 0-7.2' Brown, Humid, Loose to Medium Dense, SLIGHTLY PLASTIC, SILTY SAND (SM)  
 7.2' Boring terminated, practical refusal to further advancement of augers

### BORING SIX

- 0-10' Gray Brown, Humid, Dense, POORLY SORTED, FINE GRAINED SAND (SM) dune sand  
 10.0' Boring terminated, refusal not met

### BORING SEVEN

- 0-2.8' Light Brown, Humid, Dense, SLIGHTLY SILTY FINE GRAINED SAND WITH OCCASIONAL GRAVEL (SM)  
 2.8-7.5' Dark Gray-Brown, Very Dense SILTSTONE-FINE GRAINED SANDSTONE  
 7.5' Boring Terminated, practical refusal met

### BORING EIGHT

- 0-2.2' Dark Gray-Brown, Humid, Medium Dense, SLIGHTLY SILTY, FINE GRAINED SAND WITH OCCASIONAL GRAVELS (SP-SM)  
 2.2-5.3' Light Purplish Brown, Very Dense SILTSTONE  
 5.3' Boring Terminated, practical refusal met



### BORING NINE

- 0-4.4' Light Brown, Humid to Moist, Medium Dense, SLIGHTLY SILTY FINE GRAINED SAND (SP-SM) dune sand
- 4.4 Boring terminated on what appears to be concrete as identified by a piece caught in the teeth of the drill bit

### BORING TEN

- 0-10.0' Light Brown, Humid to Moist, Medium Dense, SLIGHTLY SILTY, POORLY SORTED, FINE GRAINED SAND (SP-SM)
- 10.0' Boring terminated, refusal no met

### HAND BORING ONE

- 0-0.4' Light Brown, Dry to Humid, Loose to Slightly Dense, POORLY SORTED, FINE GRAINED SAND (SP) dune sand
- 0.4-1.3' Red Brown, Humid to Moist, Dense, PEBBLE GRAVEL (ANGULAR) WITH A CLAYEY SAND MATRIX (GC) fill material for slab foundations
- 1.3' Refusal to further advancement of hand auger on mudstone-siltstone

### HAND BORING TWO

- 0-0.8' Light Brown, Dry to Humid, Loose to Slightly Dense, POORLY SORTED, FINE GRAINED SAND (SP) dune sand
- 0.8-1.9' Red Brown, Humid to Moist, Dense, PEBBLE GRAVEL (ANGULAR) WITH A CLAYEY SAND MATRIX (GC) fill material for slab foundations
- 1.9' Refusal to further advancement of hand auger on mudstone-siltstone

### HAND BORING THREE

- 0-1.3' Light Brown, Dry to Humid, Loose to Slightly Dense, POORLY SORTED, FINE GRAINED SAND (SP) dune sand
- 1.3'-2.1' Red Brown, Humid to Moist, Dense, PEBBLE GRAVEL (ANGULAR) WITH A CLAYEY SAND MATRIX (GC) similar to fill material found adjacent to slabs located north of the boring which begs the question of the presence/absence of additional slabs to the south of the boring
- 2.1' Refusal to further advancement of the hand auger on mudstone-siltstone



APPENDIX B

LABORATORY TEST RESULTS  
CHAIN OF CUSTODY FORMS







# Analytical

680 Chesapeake Drive  
404 N. Wiget Lane  
819 Striker Avenue, Suite 3

Redwood City, CA 94063  
Walnut Creek, CA 94598  
Sacramento, CA 95834

(415) 364-9600  
(510) 988-9600  
(916) 921-9600

FAX (415) 364-9233  
FAX (510) 988-9673  
FAX (916) 921-0100

0458

October 3, 1995

GRD  
P.O. Box 672  
Sutter Creek, CA 95865  
Attention: Mike Fiynn

Client Project ID: Scott Creek Project  
Sequoia Project ID: 5091229

Enclosed are the analytical results for samples received by Sequoia Analytical on September 22, 1995. The following table lists Sequoia's sample number with your corresponding sample identification.

Sequoia Sample #	Client sample Identification	Date Sampled	Analysis Requested
5091229	Soil, B5 @ 3'	9/13/95	Fuel Fingerprint
5091230	Soil, B3 @ 3'	9/13/95	Fuel Fingerprint
5091231	Soil, B2 @ 2.5'	9/13/95	Fuel Fingerprint
5091232	Soil, B7 @ 3'	9/13/95	Fuel Fingerprint
5091233	Soil, Upper Tank Foundation	9/13/95	Fuel Fingerprint
5091234	Soil, B4 @ 1-2	9/13/95	Fuel Fingerprint
5091235	Soil, HB-2, 6-8"	9/13/95	Fuel Fingerprint
5091236	Soil, HB-3, 13-18"	9/13/95	Fuel Fingerprint

Sequoia will maintain custody of these samples for six weeks from date of receipt. At that time, samples will be disposed according to Sequoia's waste protocol. If you need to make other arrangements for these samples, please notify Sequoia prior to that time.

We would like to take this opportunity to thank you for choosing Sequoia Analytical for your project needs. If you have any questions regarding this project or any other analytical needs, please contact me at (916) 921-9600.

Sincerely,

SEQUOIA ANALYTICAL

Janet Harlan  
Project Manager

5091229.GRD <1>





Box 572  
utter Creek, CA 95865  
Attention: Mike Flynn

Client Project ID: Scott Creek Project  
Sample Matrix: Soil  
Analysis Method: EPA 3550 / 8015 Modified  
First Sample #: 509-1229

Sampled: Sep 13, 1995  
Received: Sep 22, 1995  
Reported: Sep 29, 1995

FUEL FINGERPRINT

Analyte	Reporting Limit mg/kg	Sample I.D. 509-1229 85 @ 3'	Sample I.D. 509-1230 83 @ 3'	Sample I.D. 509-1231 82 @ 2.5'	Sample I.D. 509-1232 87 @ 3'	Sample I.D. 509-1233 Upper Tank Foundation	Sample I.D. 509-1234 B4 @ 1-2
JP-4 (C18-C14)	1.0	none identified	none identified	none identified	none identified	none identified	none identified
JP-5 (C10-C16)	1.0	none identified	none identified	none identified	none identified	none identified	none identified
Kerosene (C10-C16)	1.0	none identified	none identified	none identified	none identified	none identified	none identified
Diesel (C10-C22)	1.0	none identified	none identified	none identified	none identified	none identified	none identified
Tricating Gil (>C6)	2.0	50	43	110	35	none identified	7,800
Unidentified Extractable Hydrocarbons	1.0	none identified	none identified	none identified	none identified	65,000 * > C10	none identified

Quality Control Data

Reporting Limit Multiplication Factor:	5.0	1.0	10	1.0	2,000	200
Sample Extracted:	9/27/95	9/27/95	9/27/95	9/27/95	9/27/95	9/27/95
Sample Analyzed:	9/28/95	9/28/95	9/28/95	9/28/95	9/28/95	9/28/95
Instrument Identification:	GCHP-3B	GCHP-3B	GCHP-3B	GCHP-3B	GCHP-3B	GCHP-3B

Unidentified Extractable Hydrocarbons are quantitated against a fresh diesel standard. Values reported as none identified were not detected at or above the reporting limit.

JOIA ANALYTICAL, ELAP #1624

*Janet Harlan*

Harlan  
Quality Manager



0460

GRD  
P.O. Box 672  
Sutter Creek, CA 95865  
Attention: Mike Flynn

Client Project ID: Scott Creek Project  
Matrix: Soil

QC Sample Group: 5091229-I 236

Reported: Sep 29, 1995

QUALITY CONTROL DATA REPORT

ANALYTE

Diesel

Method: EPA 8015M  
Analyst: c. Lee  
Concentration  
Spiked: 7.5 mg/kg  
LCS Batch#: LCS092795A  
Date Prepared: 9/27/95  
Date Analyzed: 9/27/95  
Instrument I.D.#: GCHP-3B  
LCS %  
Recovery: 112  
Control Limits: 60-130

MS/MSD

Batch #: 5091237  
Date Prepared: 9/25/95  
Date Analyzed: 9/27/95  
Instrument I.D.#: GCHP-3B  
Matrix Spike  
% Recovery: 83  
Matrix Spike  
Duplicate %  
Recovery: 95  
Relative %  
Difference: 41

Please Note:

The LCS is a control sample of known, interferent free matrix that is analyzed using the same reagents, preparation and analytical methods employed for the samples. The LCS % recovery data is used for validation of sample batch results. Due to matrix effects, the QC limits for MS/MSD's are advisory only and are not used to accept or reject batch results.

SEQUOIA ANALYTICAL

Janet Haylan  
Project Manager

5091229.GRD <3>



### CERTIFICATE OF INSURANCE

SUCH INSURANCE AS RESPECTS THE INTEREST OF THE CERTIFICATE HOLDER WILL NOT BE CANCELED OR OTHERWISE TERMINATED WITHOUT GIVING 10 DAYS PRIOR WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED BELOW. BUT IN NO EVENT SHALL THIS CERTIFICATE BE VALID MORE THAN 30 DAYS FROM THE DATE WRITTEN. THIS CERTIFICATE OF INSURANCE DOES NOT CHANGE THE COVERAGE PROVIDED BY ANY POLICY DESCRIBED BELOW.

This certifies that:  STATE FARM MUTUAL AUTOMOBILE INSURANCE COMPANY of Bloomington, Illinois or  
 STATE FARM FIRE AND CASUALTY COMPANY of Bloomington, Illinois

0461

has coverage in force for the following Named Insured as shown below:

Named Insured Frey Environmental, Inc.  
Address of Named Insured 2817 Lafayette Rd #A  
Newport Beach, CA 92643-3715

POLICY NUMBER	PI14007D1055E	PI14007D1055D	PI14011D1055E	PI14012D1055E
EFFECTIVE DATE OF POLICY	10/10/00	10/10/00	10/10/00	10/10/00
DESCRIPTION OF VEHICLE	1987 Ford	1987 Ford	1999 Dodge	1990 Chevy
LIABILITY COVERAGE	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO			
LIMITS OF LIABILITY	1mm	1mm	1mm	1mm
Each Accident	"	"	"	"
Property Damage	"	"	"	"
Each Accident	"	"	"	"
Bodily Injury & Property Damage Single Limit	"	"	"	"
Each Accident	"	"	"	"
PHYSICAL DAMAGE COVERAGES	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO			
Comprehensive	\$ 500 Deductible	\$ 500 Deductible	\$ 500 Deductible	\$ 500 Deductible
Collision	\$ 1000 Deductible	\$ 1000 Deductible	\$ 1000 Deductible	\$ 1000 Deductible
EMPLOYER'S NON OWNERSHIP COVERAGE	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO			
MINI CAR COVERAGE	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO			

Michael Veseth  
Signature of Authorized Representative

Agent  
Title

1718  
Agent's Code Number

11/27/00  
Date

Name and Address of Certificate Holder  
County of Santa Cruz  
Attn: Bob Olson  
979 17th Avenue  
Santa Cruz, CA 95062

 MICHAEL K. VESETH INSURANCE  
License #0682011  
3875 Telegraph Road, Suite L  
Ventura, CA 93003  
(805) 642-8271  
(800) 495-7071

CERTIFICATE HOLDER COPY

CERTIFICATE OF INSURANCE

SUCH INSURANCE AS RESPECTS THE INTEREST OF THE CERTIFICATE HOLDER WILL NOT BE CANCELED OR OTHERWISE TERMINATED WITHOUT GIVING 10 DAYS PRIOR WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED BELOW, BUT IN NO EVENT SHALL THIS CERTIFICATE BE VALID MORE THAN 30 DAYS FROM THE DATE WRITTEN. THIS CERTIFICATE OF INSURANCE DOES NOT CHANGE THE COVERAGE PROVIDED BY ANY POLICY DESCRIBED BELOW.

This certifies that [X] STATE FARM MUTUAL AUTOMOBILE INSURANCE COMPANY of Bloomington, Illinois, or [ ] STATE FARM FIRE AND CASUALTY COMPANY of Bloomington, Illinois

has coverage in force for the following Named Insured as shown below:

0462

Named Insured

FREY Environmental, Inc

Address of Named Insured

2817 Lafayette Road, #A  
Newport, CA 92663-3715

Table with columns for Policy Number, Effective Date, Description of Vehicle, Liability Coverage, Limits of Liability, Physical Damage Coverages, Non-Ownership Coverage, and Tired Car Coverage. Includes handwritten entries for three vehicles: 1999 Ford, 1999 Chevy, and 2000 Ford.

Michael Veseth  
Signature of Authorized Representative

agent  
Title

1718  
Agent's Code Number

11/29/00  
Date

Name and Address of Certificate Holder  
County of Santa Cruz  
Attn: Bob Olson  
979 17th Avenue  
Santa Cruz, CA 95062



MICHAEL K. VESETH INSURANCE  
license #068201  
3875 Telegraph Road, Suite L  
Ventura, CA 93003  
(805) 642-8271  
(800) 495-7071

CERTIFICATE HOLDER'S COPY

<b>ACORD CERTIFICATE OF LIABILITY INSURANCE</b>		DATE (MM/DD/YY) 11/29/2000
<b>PRODUCER</b> I3C ENVIRONMENTAL INS. BROKERS INC 11037 SUNCAST LANE, SUITE 103 EL DORADO HILLS, CA 95762 (916) 939-1080	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.	
<b>INSURED</b> FREY ENVIRONMENTAL, INC. 2817 A LAFAYETTE AVENUE NEWPORT BEACH, CA 92663	<b>INSURERS AFFORDING COVERAGE</b>	
	INSURER A: <b>AIG ENVIRONMENTAL</b>	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	

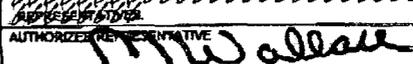
**COVERAGES**

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY	6190602	09/30/00	09/30/02	EACH OCCURRENCE \$1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				FIRE DAMAGE (Any one fire) \$ 50,000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person) \$ 5,000
	<input checked="" type="checkbox"/> CONTRACTORS				PERSONAL & ADV INJURY \$1,000,000
	<input type="checkbox"/> POLLUTION				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"/> PROJ <input type="checkbox"/> LOC				
	AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS				AUTO ONLY - EA ACCIDENT \$
	<input type="checkbox"/> NON-OWNED AUTOS				OTHER THAN EA ACC \$
					AGG \$
	GARAGE LIABILITY				EACH OCCURRENCE \$
	<input type="checkbox"/> ANY AUTO				AGGREGATE \$
					\$
	EXCESS LIABILITY				\$
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				\$
					\$
	DEDUCTIBLE				\$
	RETENTION \$				\$
	WORKERS COMPENSATION AND EMPLOYERS LIABILITY				WC STATUTORY LIMITS <input type="checkbox"/> OTHER <input type="checkbox"/>
					E.L. EACH ACCIDENT \$
					E.L. DISEASE - EA EMPLOYEE \$
					E.L. DISEASE - POLICY LIMIT \$
A	OTHER PROFESSIONAL LIABILITY (CLAIMS-MADE)	6199602	09/30/00	09/20/02	

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

COUNTY OF SANTA CRUZ, ITS OFFICIALS, EMPLOYEES, AGENTS & VOLUNTEERS SHALL BE NAMED AS ADDITIONAL INSURED AS RESPECTS THE OPERATIONS & ACTIVITIES OF, OR ON BEHALF OF, THE NAMED INSURED. PRIMARY & CROSS LIABILITY APPLIES,

<b>CERTIFICATE HOLDER</b> CITY OF SANTA CRUZ DEPT. OF PARKS, OPEN SPACE & CULTURAL SERVICES, BOB OLSON 979 17TH AVENUE SANTA CRUZ, CA 95062	<b>ADDITIONAL INSURED; INSURER LETTER:</b> CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL BE REQUIRED TO GIVE 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT.
	AUTHORIZED REPRESENTATIVE 

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ENDORSEMENT NO. 15

This endorsement, effective 12:01 AM: September 30, 2000

Forms a part of Policy No: 6190602

Issued to: FREY ENVIRONMENTAL INC

By: AMERICAN INTERNATIONAL SPECIALTY UNES INS. CO.

**COVERAGE A, B AND C ENHANCEMENT ENDORSEMENT**  
**ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS FOR COVERAGES A, B AND C**

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

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY AND PROFESSIONAL LIABILITY POLICY**

**SCHEDULE**

Name of Person or Organization: As required by written contract and evidenced by a Certificate of Insurance on file with the Company.

(if no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement)

It is hereby agreed that Section II of the policy, WHO IS AN INSURED is amended to include as an insured the person or organization shown in the schedule above as respects Insuring-Agreements A, B and C, but only with respect to liability arising Out of your ongoing operations performed for that insured.

It is further agreed that naming the above as an insured does nor serve to increase the Company's liability as specified in the Declarations of this policy.

All other terms, conditions and exclusions remain the same

  
**AUTHORIZED REPRESENTATIVE**  
or countersignature (where required by law)

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**STATE**  
COMPENSATION  
INSURANCE  
**FUND**

P.O. BOX 420607, SAN FRANCISCO, CA 94142-0807

**CERTIFICATE OF WORKERS' COMPENSATION INSURANCE**

NOVEMBER 30, 2000

POLICY NUMBER: 0716385 - 00  
CERTIFICATE EXPIRES: 10-24-01

COUNTY OF SANTA CRUZ  
PARKS OPEN SPACE & CULTURAL SERVICES  
975 17TH AVE  
SANTA CRUZ CA 95082

This is to certify that we have issued a valid Workers' Compensation insurance policy in a form approved by the California Insurance Commissioner to the employer named below for the policy period indicated.

This policy is not subject to cancellation by the Fund except upon <sup>30</sup>ten days' advance written notice to the employer.

We will also give you <sup>30</sup>ten days' advance notice should this policy be cancelled prior to its normal expiration.

This certificate of insurance is not an insurance policy and does not amend, extend Or alter the coverage afforded by the policies listed herein. Notwithstanding any requirement, term, or condition of my contract or other document with respect to which this certificate of insurance 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.

*Tom Hansen*  
AUTHORIZED REPRESENTATIVE

*Kel Bollier*  
PRESIDENT

EMPLOYER'S LIABILITY LIMIT INCLUDING DEFENSE COSTS: \$1,000,000 PER OCCURRENCE.

ENDORSEMENT #2065 ENTITLED CERTIFICATE HOLDERS' NOTICE EFFECTIVE 10/24/00 IS ATTACHED TO AND FORMS A PART OF THIS POLICY.

EMPLOYER

ROBERT CARTIER  
DBA ARCHEOLOGICAL RESOURCE MGMT  
496 N 5TH ST  
S A N JOSE CA 95112

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**COUNTY OF SANTA CRUZ**  
 REQUEST FOR TRANSFER OR REVISION  
 OF BUDGET APPROPRIATIONS AND/OR FUNDS

0466

Department: Parks; Open Space and Cultural Services

Date: 12/4/00

TO: Board of Supervisors / County Administrative Officer / District Board

I hereby request your approval of the following transfer of budget appropriations and/or funds in the fiscal year ending June 30, ~~19~~ 2001.

AUDITORS USE ONLY			
DOCUMENT #	AMOUNT	L/N	T/C HASH
JE 6			

BATCH #	
DATE	Keyed By:

	T/C	INDEX	SUBJECT	USER CODE	AMOUNT	ACCOUNT DESCRIPTION *
T O	0,2,1	4,9,4,0,0,0	3,1,0,0	,, , , , , 5,1	5,0,0,0,0	Operating Transfers Out
F R O M	0,2,2	4,9,4,0,0,0	3,1,0,0	,, , , , ,	5,1 5,0,0,0,0	Salaries - Regular Pay

Explanation:

Transfer is required for County match to Coastal Conservancy funds for Scott Creek Beach Project

Name: *Charles M. ...*

Title: Admin. & Fac. Mgr.

Auditor-Controller's Action: I hereby certify that unencumbered balance(s) is/are available in the appropriations/funds and in the amounts indicated above.

Auditor-Controller, by *T. S. ...*, Deputy Date 12/5/00

County Administrative Officer's Action:  Recommended to Board  Approved  Not Recommended or Approved

County Administrative Officer *C. ...* Date 12/5/00

State of California }  
 County of Santa Cruz } As the Clerk of the Board of Supervisors of the County of Santa Cruz, I do hereby certify that the foregoing request for transfer 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

\_\_\_\_\_, 19\_\_\_\_, BY \_\_\_\_\_, Deputy Clerk

(A-C)\* Desc : \_\_\_\_\_ Item : - Budget Transfer

A-C Review		

Dist. by: 4 BRD. NAME AGENDA DATE ITEM NO.  
 White - Board of Supervisors Green-County Administrative Officer Goldenrod-Departmental Control Copy  
 Yellow-Auditor-Controller Pink-Originating Department

BEFORE THE BOARD OF SUPERVISORS  
OF THE COUNTY OF SANTA CRUZ, STATE OF CALIFORNIA

0467

Resolution No. \_\_\_\_\_

On the motion of Supervisor \_\_\_\_\_  
duly seconded by Supervisor \_\_\_\_\_  
the following resolution is adopted:

RESOLUTION ACCEPTING UNANTICIPATED REVENUE

Whereas, the County of Santa Cruz is a recipient of funds from The Parks Department  
494000/6 100 for Scott Creek Beach Project program; and

WHEREAS, the County is recipient of funds in the amount of \$ 51,500 which are either in excess of those anticipated or are not specifically set forth in the current fiscal year budget of the County; and

WHEREAS, pursuant to Government Code Section 29130 (c) / 29064 (b), such funds may be made available for specific appropriation by four-fifths vote of the Board of Supervisors;

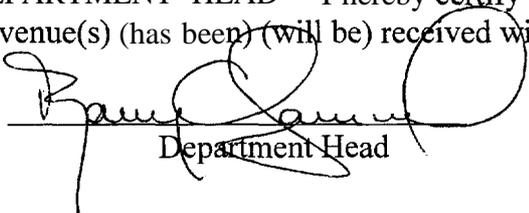
NOW, THEREFORE, BE IT RESOLVED AND ORDERED that the Santa Cruz County Auditor-Controller accept funds in the amount of \$ 51,500 into Department Fund 40- Capital Projects Fund

<u>T/C</u>	<u>Index Number</u>	<u>Revenue Subject Number</u>	<u>Account Name</u>	<u>Amount</u>
	191146	2462	Operating Transfer In	\$51,500

and that such funds be and are hereby appropriated as follows:

<u>T/C</u>	<u>Index Number</u>	<u>Expenditure Subject Number</u>	<u>PRJ/UCD</u>	<u>Account Name</u>	<u>Amount</u>
	191146	6610		Scott Creek	\$51,500

DEPARTMENT HEAD I hereby certify that the fiscal provisions have been researched and that the Revenue(s) (has been) (will be) received within the current fiscal year.

By   
Department Head

Date 12/5/00

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COUNTY ADMINISTRATIVE OFFICER

Recommended to Board

Not recommended to Board

PASSED AND ADOPTED by the Board of Supervisors of the County of Santa Cruz, State of California, this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_ by the following vote (requires four-fifths vote for approval):

AYES: SUPERVISORS

NOES: SUPERVISORS

ABSENT: SUPERVISORS

\_\_\_\_\_  
Chairperson of the Board

ATTEST:

\_\_\_\_\_  
Clerk of the Board

APPROVED AS TO FORM:

Henry A. Oberhelman III  
County Counsel 12/16/97

#191146

APPROVED AS TO ACCOUNTING DETAIL:

P. Sullivan 12/15/00  
Auditor-Controller

Distribution:

- Auditor-Controller
- County Counsel
- County Administrative Officer
- Originating Department