



County of Santa Cruz

DEPARTMENT OF PUBLIC WORKS

701 OCEAN STREET, ROOM 410, SANTA CRUZ, CA 95060-4070
(831) 454-2160 FAX (831) 454-2385 TDD (831) 454-2123

THOMAS L. BOLICH
DIRECTOR OF PUBLIC WORKS

AGENDA: AUGUST 28, 2001

August 20, 2001

SANTA CRUZ COUNTY BOARD OF SUPERVISORS

701 Ocean Street
Santa Cruz, California 95060

SUBJECT: AMESTI ROAD DEWATERING AND STABILIZATION PROJECT
DESIGN SERVICES BY CONSULTANT

Members of the Board:

In March 1995 after the severe January and March winter storm events and during the 1998 El Niño Storm, more than 1000 feet of Amesti Road was destroyed as a result of a landslides. The Federal Emergency Management Agency and the Office of Emergency Services made assessments of the Amesti Road landslide and provided Public Works with funds to stabilize the slide (Phase II) and reconstruct the roadway (Phase III). This funding was later augmented with State Transportation Improvement Plan funding authorized by the Regional Transportation Commission. The firm of IT/EMCON was hired to undertake the necessary geotechnical evaluations necessary for the repair of the slipout area. Using the Phase I engineering concept provided by IT/EMCON, the Public Works Department is now ready to retain a geotechnical/civil engineering firm to provide the necessary design services for the Phase II dewatering and stabilization of the Amesti Road slide.

Attached for your Board's review and approval is an independent contractor agreement with Cotton, Shires and Associates (CSA) of Los Gatos. This firm has been selected from potential qualified candidates (Request For Proposal process) by the Public Works Department. The design services by Cotton, Shires and Associates will encompass the following three general tasks of work: the engineering and field evaluation of a pilot hydrauger program (hillside dewatering procedures) using the specific dewatering procedures determined in previous studies by IT/EMCON, design of the dewatering and stabilization process, and the preparation of project plans and specifications for formal construction bidding for this second phase of the project in spring 2002. We will return to your Board in spring 2003 with the third and final phase of the project, the reconstruction and repair of the roadway itself

The proposed cost of these services is for a not-to-exceed amount of \$175,721.00. Sufficient funding for this work is provided within the approved 2001/2002 Road Program using State Transportation Improvement Program and local share revenue.

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

1. Approve the independent contractor agreement with Cotton, Shires and Associates for geotechnical/design services of the Amesti Road Dewatering and Stabilization project for a not-to-exceed amount of \$175,721.00.
2. Authorize the Director of Public Works to sign the agreement on behalf of the County.

Yours truly,



THOMAS L. BOLICH
Director of Public Works

WBW:bbs

Attachments

RECOMMENDED FOR APPROVAL:


County Administrative Officer

copy to: Cotton, Shires and Associates
Donn Miyahara, California Department of Transportation, District 5
D. A. Christian, Office of Emergency Services
Santa Cruz County Regional Transportation Commission
Browns Valley Road Homeowners Association
Public Works Department

INDEPENDENT CONTRACTOR AGREEMENT

0259

THIS CONTRACT is entered into this 28th day of August 2001, by and between the County of Santa Cruz, hereinafter called COUNTY, and COTTEN, SHIRES AND ASSOCIATES, hereinafter called CONTRACTOR. The parties agree as follows:

1. DUTIES. CONTRACTOR agrees to exercise special skill to accomplish the following results: GEOTECHNICAL ANALYSIS AND ENGINEERING FOR THE STABILIZATION OF THE AMESTI ROAD LANDSLIDE, AS DESCRIBED IN SCOPE OF WORK (ATTACHED).

2. COMPENSATION. The County of Santa Cruz shall reimburse the contractor for hours worked specified in the Contractor's Cost Proposal (Attachment 1). The specified hourly rates shall include direct salary costs, employee benefits, overhead and fee. The total amount payable by the COUNTY, for all Task Orders resulting from this contract, shall not exceed \$175,721.00 AS DESCRIBED IN THE SCOPE OF WORK. It is understood and agreed that this total is an estimate, and that there is no guarantee, either expressed or implied, as to the actual dollar amount that will be authorized under this contract through Task Orders. (ATTACHED).

The CONTRACTOR shall be reimbursed for direct costs, other than salary costs, that are identified in an executed Task Order.

The CONTRACTOR shall be reimbursed for actual travel expenses incurred in the performance of this work, including the use of private cars at the rate of 40 cents per mile, while traveling away from consultant's headquarters which is hereby designated as 330 Village Lane, Los Gatos, CA. In addition, CONTRACTOR'S personnel shall be reimbursed for per diem expenses at a rate not to exceed that currently authorized for State employees under State Department of Personnel Administration rules.

3. TIME OF BEGINNING AND COMPLETION. Time of beginning and completion shall be as described: FROM BOARD APPROVAL UNTIL COMPLETION.

The CONTRACTOR shall not commence performance of work or services until this contract has been approved by the COUNTY and notification to proceed has been issued by the County's Contract Manager. No payment will be made for any work performed prior to the approval of this contract.

4. EARLY TERMINATION. The COUNTY reserves the right to terminate this contract upon thirty (30) calendar days written notice to the CONTRACTOR with the reasons for termination stated in the notice.

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

A. Any and all claims, demands, losses, damages, defense costs, or liability of any kind or nature which COUNTY may sustain or incur or which may be imposed upon it for

injury to or death of persons, or damage to property as a result of, arising out of, or in any manner connected with, or caused, or claimed to be caused, by the willful misconduct or negligent acts, errors or omissions of the CONTRACTOR, and its agents, officers, or employees in performing the work or services herein, and all expenses of investigating and defending against same; provided, however that the CONTRACTORS duty to indemnify and hold harmless shall not include any claims or liability arising from the established sole active negligence or willful misconduct of the COUNTY, its agents, officers, or employees.

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

6. INSURANCE. CONTRACTOR, at its sole cost and expense, for the full term of this Agreement (and any extensions thereof), shall obtain and maintain at minimum compliance with all of the following insurance coverage(s) and requirements. Such insurance coverage shall be primary coverage as respects COUNTY and any insurance or self-insurance maintained by COUNTY shall be excess of CONTRACTOR'S insurance coverage and shall not contribute to it.

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

A. Types of Insurance and Minimum Limits

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

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

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

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

B. Other Insurance Provisions

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

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

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

(3) All required insurance policies shall be endorsed to contain the following clause: "This insurance shall not be canceled until after thirty (30) days prior written notice has been given to:

Bill Williamson
County of Santa Cruz Public Works
701 Ocean Street, Room 410
Santa Cruz, CA 95060."

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

Bill Williamson
County of Santa Cruz Public Works
701 Ocean Street, Room 410
Santa Cruz, CA 95060

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

A. The CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, color, religion, national origin, ancestry, physical or mental disability, medical condition (cancer related), marital status, pregnancy, sex, sexual orientation, age (over 18), veteran status or any other non-merit factor unrelated to job duties. Such action shall include, but not be limited to the following: recruitment; advertising; layoff or terminate; rates of pay or other forms of compensation; and selection for training (including apprenticeship), employment, upgrading, demotion and transfer. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notice setting forth the provisions of this non-discrimination clause.

B. If this Agreement provides compensation in excess of \$25,000 to CONTRACTOR the CONTRACTOR shall, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, ancestry,

physical or mental disability, medical condition (cancer related), marital status, pregnancy, sex, sexual orientation, age (over 18), veteran status or any other non-merit factor unrelated to job duties.

0262

C. The CONTRACTOR shall comply with the Federal Disadvantaged Business Enterprises (DBE) Consultant Contract Requirements as outlined in Attachment No. 2.

(1) The CONTRACTOR shall furnish COUNTY Equal Employment Opportunity Office information and reports in the prescribed reporting format (PER 4012) identifying the sex, race, physical or mental disability and job classification of its employees and the names, dates and methods of advertisement and direct solicitation efforts made to subcontract with Minority/Women/Disabled Business Enterprises.

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

D. The CONTRACTOR shall cause the foregoing provisions of Subparagraphs 7B. and 7C. to be inserted in all subcontracts for any work covered under this Agreement by a subcontractor compensated more than \$25,000, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

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

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

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

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

By their signatures to this Agreement each of the undersigned certifies that it is his or her considered judgement that the CONTRACTOR engaged under this Agreement is in fact an independent contractor. 0263

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

10. COST PRINCIPLES. Code of Federal Regulations (CFR) 48 Chapter 1, Part 31 shall be used to determine the allowability of the individual items of cost. The contractor agrees to comply with federal procedures in accordance with CFR 49, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments. Any costs for which payments have been made to the contractor, which are determined by subsequent audit to be unallowable under CFR 48, Chapter 1 Part 31, are subject to repayment by the contractor to the County of Santa Cruz, the State and the Federal Government. Any subcontract, entered into as a result of this contract, shall contain all of the provisions of this article.

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

12. RECORD RETENTION AND AUDIT. CONTRACTOR shall retain records pertinent to this Agreement for a period of not less than five (5) years after final payment under this Agreement or until a final audit report is accepted by COUNTY, State and the Federal Highway Administration, or their duly authorized representatives, whichever occurs first. CONTRACTOR hereby agrees to be subject to the examination and audit by the Santa Cruz County Auditor-Controller, the Auditor General of the State of California, the Federal Highway Administration or the designee of either for a period of five (5) years after final payment under this Agreement. Any subcontract entered into as a result of this contract shall contain all of the provisions of this Article.

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

14. COVENANT AGAINST CONTINGENT FEES. The CONTRACTOR warrants that he/she has not employed or retained any company or person, other than a bona fide employee working for the CONTRACTOR, to solicit or secure this agreement, and that he/she has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or formation of this agreement. For breach or violation of this warranty, the COUNTY shall have the right to annul this agreement without liability, or at its discretion to deduct from the agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

15. DESIGN STANDARDS. The CONTRACTOR shall conform with standards for design as required by the COUNTY, State of California and the Federal Highway Administration. All documents required under this Agreement, including but not limited to plans, specifications, estimates, reports and investigations, shall be prepared in accordance with guidelines established by the COUNTY, State of California and the Federal Highway Administration.

16. OWNERSHIP OF DOCUMENTS. All tracings, plans, specifications and maps prepared or obtained under the terms of this agreement shall be delivered to and become the property

of the COUNTY. Basic survey notes and sketches, charts, computations and other data prepared or obtained under this agreement shall be made available, upon request, to the COUNTY without restriction or limitation on their use. The COUNTY shall not reuse or make any modification to the plans and specifications without the prior written authorization of the CONTRACTOR.

17. CHANGES IN WORK. Changes in work shall be set forth in a supplemental agreement which shall specify, in addition to the work to be done in connection with the changes made, adjustment of contract time, if any, and the basis of compensation for such work. A supplemental agreement shall not become effective until approved by the COUNTY. When compensation for an item of work is subject to adjustment, the CONTRACTOR shall, upon request, furnish the COUNTY with adequate detailed cost data for such item of work.

18. DELAYS AND EXTENSIONS. If work called for under the agreement is not finished within the specified time period, the COUNTY may extend the period of the contract, The COUNTY may charge the CONTRACTOR for overhead expenses which are directly chargeable to the contract and accrue during the extension. The CONTRACTOR shall notify the COUNTY of any delays, in writing, within 15 days of the beginning of any delay. The CONTRACTOR shall have no claim for damage or compensation for any delay unless otherwise agreed to by the COUNTY.

19. SUBCONTRACTORS. ASSIGNMENT AND TRANSFER. The CONTRACTOR shall perform the work contemplated with resources available within its own organization and no portion of the work pertinent to this contract shall be subcontracted without written authorization by the County of Santa Cruz's Contract Manager, except that which is expressly identified in the Contractor's Cost Proposal. Any subcontract in excess of \$25,000, entered into as a result of this contract, shall contain all the provisions stipulated in this contract to be applicable to subcontractors. Any substitution of subcontractors must be approved in writing by the County of Santa Cruz's Contract Manager.

20. CONTRACTOR'S ENDORSEMENT OF PS&E AND OTHER DATA. The responsible CONTRACTOR shall sign all plans, specifications, estimate, PS&E and engineering data furnished by him/her and where appropriate, indicate his/her registration number.

21. GOVERNMENT CODE SECTION 7550. The CONTRACTOR shall be subject to the following part of Government Code Section 7550 concerning required notice on any documents or written reports that he/she has prepared:

"Any document or written report prepared for or under the direction of the State or Local Agency, which is prepared in whole or in part by non-employees of such Agency, shall contain the numbers and dollar amounts of all contracts and subcontracts relating to the preparation of such document or written report; provided, however, that the total cost for work performed by non-employees of the agency exceeds five thousand dollars (\$5,000). The contract and subcontract numbers and dollar amounts shall be contained in a separate section of such document or written report..."

"When multiple documents or written reports are the subject or product of the contract, the disclosure section may also contain a statement indicating that the total contract amount represents compensation for multiple documents or written reports."

22. CERTIFICATION BY CONTRACTOR AND BY COUNTY. At the time of execution of this agreement, the CONTRACTOR shall execute Attachment No. 3, "Certification of

Consultant" and the COUNTY shall execute Attachment No. 4, "Certification of Local Agency." 0265

23. ATTACHMENTS. This Agreement includes the following attachments:

- Attachment No. 1 - Scope of Work details and cost proposal
- Attachment No. 2 - Disadvantaged Business Enterprises (DBE) Consultant Contractor Requirements
- Attachment No. 3 - Certification by Consultant
- Attachment No. 4 - Certification by Local Agency

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

COUNTY OF SANTA CRUZ

By: _____
Director of Public Works

CONTRACTOR
COTTON, SHIRES & ASSOCIATES, INC.

By: Symon R. Kay
FINANCIAL DIRECTOR

Address: 330 Village Lane

Los Gatos, CA 95030

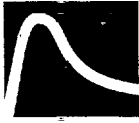
Telephone: (408) 354-~~1852~~
5542

APPROVED AS TO FORM:

By: [Signature] 8/16/01
Chief Assistant County Counsel

DISTRIBUTION: Auditor-Controller
Contractor
Public Works

INDCNFED.DOC/CSAA
REV. 9/2/98



August 17, 2001
P0341

Mr. Thomas L. Bolich
Director of Public Works
COUNTY OF SANTA CRUZ
701 Ocean Street, Room 410
Santa Cruz, CA 95060

SUBJECT: Scope of Work and Associated Costs
RE: Amesti Road Dewatering and Stabilization Project
Santa Cruz County, California

Dear Mr. Bolich:

The following presents a summary of the scope of work and associated costs of the Phase II Dewatering and Stabilization Plan for restoring a stable roadway base beneath Amesti Road so that the roadway can be reconstructed as part of Phase III. The dewatering plan, and possible buttress design, was derived from the Phase I geotechnical investigation.

TASK I - PILOT HYDRAUGER PROGRAM

The pilot hydrauger program is intended to gather critical information on the effectiveness of a gravity-based (or partial gravity-based) dewatering system prior to designing a stabilization plan.

- A. Monitoring Well Installation - Some of the existing monitoring wells within the landslide remain functional; however, we propose to augment these with two monitoring wells to adequately monitor drawdown from the pilot program.
- B. Hydrauger Installation - One hydrauger array, consisting of 3 hydraugers totaling approximately 900 to 1,000 lineal feet, will be installed as a pilot test program to assess the drawdown capabilities of this type of gravity drainage system.
- C. Monitoring - Monitoring of the piezometers in the vicinity of the pilot hydrauger array will be performed to assess the performance and drawdown capabilities of the gravity system.
- D. Groundwater Testing - Water quality testing of water draining from the hydraugers is proposed.
- E. Temporary Holding/Percolation Basin or Leachfield - A small, temporary holding/percolation basin or subsurface leachfield will be constructed to retain the outflow from the pilot hydrauger array.
- F. Consultation - We will meet with the County Public Works Department staff to review the results of the pilot hydrauger program and our ideas with respect to water discharge/disposal.

TASK II - ENGINEERING DESIGN OF DEWATERING AND STABILIZATION

- A. Update Topographic Base Map - We will have the existing topographic base map updated so that it is based on metric units.

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- B. Updated Mapping and Profiling - We will update the geologic maps and cross sections for the analysis of the stability of site slopes.
- C. Grading Plan - A grading plan will be generated to reflect the grading that will be necessary for redirecting surface runoff, redistributing landslide mass, restoring Amesti Road, and possibly installing a toe buttress.
- D. Slope Stability Analysis - We will perform computer-assisted slope stability analyses using the proposed grading plan and the results of previous laboratory testing and subsurface exploration.
- E. Consultation - We will meet with the County Public Works Department staff to review the results of the engineering design and analysis.

TASK III - PREPARATION OF DRAWINGS AND SPECIFICATIONS AND ENGINEERS CONSTRUCTION COST ESTIMATE

- A. First Submittal - We will provide the first submittal at the 30% complete stage of development and this submittal will address likely environmental issues, proposed mitigation, potential conflicts and permit requirements, the general plan lay-out and a preliminary engineers construction cost estimate.
- B. Second Submittal - We will provide the second submittal at the 90% complete stage of development and this submittal will include all utilities and incorporate or indicate items previously commented upon or requested by the County.
- C. Third Submittal - We will provide the third submittal at the 100% complete stage of development.
- D. Final Submittal - Within two weeks of receiving the County's third return submittal, we will provide the final submittal of drawings, specifications and engineers construction cost estimate to the County in reproducible form.

TASK IV - CONSTRUCTION OF DEWATERING AND STABILIZATION SYSTEM

- A. Installation of Surface and Subsurface Instrumentation - Prior to construction, surface and subsurface instrumentation should be installed to monitor excavations, landslide movements, movement of areas upslope of the landslide, and to monitor the effectiveness of the dewatering system.
- B. Monitoring - Monitoring of the inclinometers and piezometers will be necessary during and after Phase II construction to assess the performance of the stabilization measures.
- C. Construction Observation and Testing - Certain aspects of the work will need to be observed and tested during construction to assure that they are completed in accordance with the drawings and specifications and to deal with any changed conditions that develop in the field.
- D. Preparation of As-Built Documents - During construction, careful records should be made to determine the actual configuration of the installed mitigation measures.

ESTIMATED PROJECT COSTS FOR PHASE II

PHASE II WORK PLAN

TASK I - PILOT HYDRAUGER PROGRAM

Subtasks

	<u>UNIT</u>	<u>UNIT COST</u>	<u>QTY</u>	<u>COST</u>
A. <u>Monitoring Well Installation</u>				
CSA Services				
PE	Hr	\$198.00	2	\$396.00
SG/SE	Hr	\$150.00	10	\$1,500.00
STG/STE	Hr	\$77.15	20	\$1,543.00
Vehicle Charges	Mi	\$0.40	300	\$120.00
Field Equipment	LS	\$300.00	1	\$300.00
CSA Subtotal:				\$3,859.00
Outside Services				
Well Drilling Contractor Mobilization	LS	\$1,000.00	1	\$1,000.00
Drilling and Sampling	Hr	\$200.00	20	\$4,000.00
Casing	L.Ft	\$7.00	200	\$1,400.00
Well Development	Hr	\$200.00	3	\$600.00
Grading Subcontractor	Day	\$1,800.00	2	\$3,600.00
Outside Subtotal:				\$10,600.00
Subtask A Total:				\$14,459.00
B. <u>Hydrauger Installation</u>				
CSA Services				
PE	Hr	\$198.00	5	\$990.00
SG	Hr	\$150.00	15	\$2,250.00
STG/STE	Hr	\$77.15	30	\$2,314.50
Vehicle Charges	Mi	\$0.40	200	\$80.00
CSA Subtotal:				\$5,634.50
Outside Services				
Well Drilling Contractor Mobilization	LS	\$4,000.00	1	\$4,000.00
Drilling and Sampling	L.Ft	\$16.00	1000	\$16,000.00
Casing	L.Ft	\$3.00	1000	\$3,000.00
Equipment Charges	LS	\$700.00	1	\$700.00
Grading Subcontractor	Day	\$1,800.00	1	\$1,800.00
Outside Subtotal:				\$25,500.00
Subtask B Total:				\$31,134.50
C. <u>Monitoring</u>				
CSA Services				
PE/PG	Hr	\$198.00	2	\$396.00
SG	Hr	\$150.00	12	\$1,800.00
STE/STG	Hr	\$77.15	50	\$3,857.50
Vehicle Charges	Mi	\$0.40	200	\$80.00
Equipment Charges	Day	\$100.00	5	\$500.00
Subtask C Total:				\$6,633.50

	<u>UNIT</u>	<u>UNITCOST</u>	<u>QTY</u>	<u>COST</u>
D. Groundwater Testing				
CSA Services				
SHG	Hr	\$150.00	8	\$1,200.00
STG/STE	Hr	\$77.15	8	\$617.20
Outside Services				
Water Analysis	LS	\$1,200.00	1	\$1,200.00
Subtask D Total:				\$3,017.20
E. Temporary Holding/Percolation Basin				
CSA Services				
PGPE	Hr	\$198.00	3	\$594.00
SG	Hr	\$150.00	5	\$750.00
STG/STE	Hr	\$77.15	5	\$385.75
Equipment Charges	LS	\$300.00	1	\$300.00
CSA Subtotal:				\$2,029.75
Outside Services				
Grading Subcontractor	Day	\$1,800.00	1	\$1,800.00
Outside Subtotal:				\$1,800.00
Subtask E Total:				\$3,829.75
F. Consultation				
CSA Services				
PGPE	Hr	\$198.00	4	\$792.00
SG/SE	Hr	\$150.00	4	\$600.00
Subtask F Total:				\$1,392.00
TASK I TOTAL:				\$60,465.95

ABBREVIATIONS:

PG/PE	Principal Geologist/Engineer
SG/SE	Supervising Geologist/Engineer
SNG/SNE	Senior Geologist/Engineer
STG/STE	Staff Geologist/Engineer
TI	Technical Illustrator
CL	Clerical

TASK 11- ENGINEERING DESIGN OF DEWATERING AND STABILIZATION**Subtasks**

	<u>UNIT</u>	<u>UNIT COST</u>	<u>QTY</u>	<u>COST</u>
A. Updated Topographic Base Map				
CSA Services				
SG	Hr	\$150.00	5	\$750.00
STG/STE	Hr	\$77.15	2	\$154.30
TI	Hr	\$92.40	10	\$924.00
CSA Subtotal:				\$1,828.30
Outside Services				
Surveying and Mapping Subcontractor	LS	\$2,000.00	1	\$2,000.00
Outside Subtotal:				\$2,000.00
Subtask A Total:				\$3,828.30

B. Updated Geologic Mapping and Profiling

CSA Services				
PGPE	Hr	\$198.00	2	\$396.00
SG	Hr	\$150.00	25	\$3,750.00
STG/STE	Hr	\$77.15	25	\$1,928.75
TI	Hr	\$92.40	4	\$369.60
Vehicle Charges	Mi	\$0.40	300	\$120.00
Subtask B Total:				\$6,564.35

C. Grading Plan

CSA Services				
PG/PE	Hr	\$198.00	5	\$990.00
SG/SE	Hr	\$150.00	10	\$1,500.00
SNG/SNE	Hr	\$131.77	12	\$1,581.24
STG/STE	Hr	\$77.15	5	\$385.75
TI	Hr	\$92.40	12	\$1,108.80
CSA Subtotal:				\$5,565.79
Outside Services				
Outside Drafting Services	Hr	\$92.40	10	\$924.00
Outside Subtotal:				\$924.00
Subtask C Total:				\$6,489.79

D. Slope Stability Analysis

CSA Services				
PE	Hr	\$198.00	10	\$1,980.00
SG/SE	Hr	\$150.00	20	\$3,000.00
SNG/SNE	Hr	\$131.77	50	\$6,588.50
STG/STE	Hr	\$77.15	30	\$2,314.50
Subtask D Total:				\$13,883.00

	<u>UNIT</u>	<u>UNITCOST</u>	<u>QTY</u>	<u>COST</u>
E. <u>Monitoring</u>				
CSA Services				
PGPE	Hr	\$198.00	2	\$396.00
SG	Hr	\$150.00	12	\$1,800.00
STG/STE	Hr	\$77.15	50	\$3,857.50
Vehicle Charges	Mi	\$0.40	200	\$80.00
Equipment Charges	Day	\$100.00	5	\$500.00
Subtask E Total:				\$6,633.50
F. <u>Consultation</u>				
CSA Services				
PGPE	Hr	\$198.00	8	\$1,584.00
SG/SE	Hr	\$150.00	8	\$1,200.00
Subtask F Total:				\$2,784.00
TASK II TOTAL:				\$40,182.94

ABBREVIATIONS:

PGPE	Principal Geologist/Engineer
SG/SE	Supervising Geologist/Engineer
SNG/SNE	Senior Geologist/Engineer
STG/STE	Staff Geologist/Engineer
TI	Technical Illustrator
CL	Clerical

TASK III - PREPARATION OF DRAWINGS, SPECIFICATIONS AND ENGINEERS CONSTRUCTION COST ESTIMATE

Task III has an associated wide cost range at this time due to the potential for several alternative designs (i.e., vertical wells, hydraugers, toe buttresses, and possible combinations of these

Subtasks

	UNIT	UNITCOST	QTY	COST
A. Right-of-way Acquisition				
CSA Services				
PGPE	Hr	\$198.00	2	\$396.00
SG/SE	Hr	\$150.00	4	\$600.00
STG/STE	Hr	\$77.15	4	\$308.60
TI	Hr	\$92.40	4	\$369.60
CSA Subtotal:				\$1,674.20
Outside Services				
Outside drafting services	Hr	\$92.40	4	\$369.60
Surveying contractor	LS	\$2000 to \$5000	1	\$5,000.00
Outside Subtotal:				\$369.60
Subtask A Total:				\$7,043.80
Estimated Cost Range: \$4,000-\$7,000				

B. First Submittal

CSA Services				
PG/PE	Hr	\$198.00	20	\$3,960.00
SG/SE	Hr	\$150.00	20	\$3,000.00
SNG/SNE	Hr	\$131.77	60	\$7,906.20
STG/STE	Hr	\$77.15	30	\$2,314.50
TI	Hr	\$92.40	40	\$3,696.00
CSA Subtotal:				\$20,876.70
Outside Services				
Outside drafting services	Hr	\$92.40	40	\$3,696.00
Outside Subtotal:				\$3,696.00
Subtask B Total:				\$24,572.70
Estimated Cost Range: \$20,000 - \$25,000				

C. Second Submittal

CSA Services				
PGPE	Hr	\$198.00	16	\$3,168.00
SG/SE	Hr	\$150.00	16	\$2,400.00
SNG/SNE	Hr	\$131.77	50	\$6,588.50
STG/STE	Hr	\$77.15	24	\$1,851.60
TI	Hr	\$92.40	32	\$2,956.80
CSA Subtotal:				\$16,964.90

	<u>UNIT</u>	<u>UNIT COST</u>	<u>QTY</u>	<u>COST</u>
Outside Services				
Outside drafting services	Hr	\$92.40	32	\$2,956.80
Outside Subtotal:				\$2,956.80
Subtask C Total:				\$19,921.70
Estimated Cost Range: \$15,000 - \$20,000				

D. Third Submittal

CSA Services				
PG/PE	Hr	\$198.00	8	\$1,584.00
SG/SE	Hr	\$150.00	8	\$1,200.00
SNG/SNE	Hr	\$131.77	25	\$3,294.25
STG/STE	Hr	\$77.15	12	\$925.80
TI	Hr	\$92.40	16	\$1,478.40
CSA Subtotal:				\$8,482.45
Outside Services				
Outside drafting services	Hr	\$92.40	16	\$1,478.40
Outside Subtotal:				\$1,478.40
Subtask D Total:				\$9,960.85
Estimated Cost Range: \$5,000 - \$10,000				

E. Final Submittal

CSA Services				
PGPE	Hr	\$198.00	4	\$792.00
SG/SE	Hr	\$150.00	4	\$600.00
SNE/SNG	Hr	\$131.77	12	\$1,581.24
STE/STG	Hr	\$77.15	6	\$462.90
TI	Hr	\$92.40	8	\$739.20
CSA Subtotal:				\$4,175.34
Outside Services				
Outside drafting services	Hr	\$92.40	8	\$739.20
Outside Subtotal:				\$739.20
Subtask E Total:				\$4,914.54
Estimated Cost Range: \$3,000 - \$5,000				

F. Consultation

CSA Services				
PGPE	Hr	\$198.00	8	\$1,584.00
SG/SE	Hr	\$150.00	8	\$1,200.00
Subtask F Total:				\$2,784.00

	<u>UNIT</u>	<u>UNITCOST</u>	<u>QTY</u>	<u>COST</u>
G. Reporting				
	CSA Services			
PGPE	Hr	\$198.00	5	\$990.00
SG/SE	Hr	\$150.00	10	\$1,500.00
SNE	Hr	\$131.77	10	\$1,317.70
STG/STE	Hr	\$77.15	10	\$771.50
TI	Hr	\$92.40	10	\$924.00
CL	Hr	\$74.25	5	\$371.25
Subtask G Total:				\$5,874.45

TASK III TOTAL:	\$75,072.041
------------------------	---------------------

Estimated Cost Range: \$50,000 - \$75,000

ABBREVIATIONS:

PGPE	Principal Geologist/Engineer
SG/SE	Supervising Geologist/Engineer
SNG/SNE	Senior Geologist/Engineer
STG/STE	Staff Geologist/Engineer
TI	Technical Illustrator
CL	Clerical

TASK IV - CONSTRUCTION OF DEWATERING AND STABILIZATION SYSTEM

Costs for Task IV will be determined during Task III.

- A. Installation of Surface and Subsurface Instrumentation**
- B. Instrumentation Monitoring**
- C. Construction Observation and Testing**
- D. Prewaration of As-Built Documents**

COTTON, SHIRES AND ASSOCIATES, INC.
SCHEDULE OF CHARGES
January 2001

0276

Personnel Charges

Principal Geologist/Engineer	\$ 198.00/hr
Managing Geologist/Engineer	\$ 172.79/hr
Supervising Geologist/Engineer	\$ 150.00/hr
Senior Geologist/Engineer	\$ 131.77/hr
Senior Staff Geologist/Engineer	\$ 107.84/hr
Staff Geologist/Engineer	\$ 77.15/hr
Field/Laboratory Technician	\$ 66.26/hr
Technical Illustrating	\$ 92.40/hr
Clerical/Accounting	\$ 74.25/hr

Equipment and Supply Charges

Multichannel Seismograph System	\$ 250/day
Inclinometer System	\$ 100/day
Laser Level Surveying Equipment	\$ 100/day
Nuclear Moisture/Density Gauge	\$ 100/day
Total Station Surveying Equipment	\$ 200/day
PenMap Computer Mapping Equipment	\$ 150/day
Velocity Meter and AquaCalc Computer	\$ 100/day
Suspended and Bed Load Sampling Equipment	\$ 100/day
Vehicle	\$.40/mi
Photocopying	\$.15/copy
Engineering Copier	\$.40/ft ²
Computer Assisted Plotting	\$ 10/sq. ft.

Limitations and Terms

Public Liability -- COTTON, SHIRES AND ASSOCIATES, INC. is a California Corporation protected by Worker's Compensation Insurance (and/or Employer's Liability Insurance), and by Public Liability Insurance for bodily injury and property damage, and will furnish certificates thereof upon request. We assume the risk of damage to our own supplies and equipment. If your contract or purchase order places greater responsibilities upon us or requires further insurance coverage, we, if specifically directed by you, will procure additional insurance (if procurable) to protect us at your expense, but we shall not be responsible for property damage from any cause, including fire and explosion, beyond the amounts of coverage of our insurance.

Professional Liability -- In performing our professional services, we will use that degree of care and skill ordinarily exercised under similar circumstances by members of our profession. No warranty, express or implied, is made or intended by our proposal for consulting services, by our furnishing oral or written reports, or by our inspection or work. However, should we or any of our professional employees be found to have been negligent in the performance of professional services or to have made and breached any express or implied warranty, you agree that the maximum aggregate amount of your recovery against us and/or said professional employees shall be limited to \$50,000 or the amount of the fee paid us for professional services as computed under the SCHEDULE OF CHARGES, whichever amount is greater. Moreover, you agree to indemnify us against damages in excess of \$50,000 or the amount of our fee, whichever amount is greater, arising from suits brought against us by third parties, in connection with our work performed on your project. In the event the client makes a claim or brings an action against us for any act arising out of our professional services, and the client fails to prove such a claim or action, the client shall pay all legal and other costs incurred by us in defense of such a claim or action.

Field Exclusion -- Unless otherwise agreed, the client will furnish right-of-entry on land for planned field operations. The client will also provide us with locations and depths of buried utilities and structures. We will take responsible precautions to minimize damage to land from use of equipment, but our fee does not include cost of restoration of damage resulting from our exploration operations. We will not be liable for damage or injury arising from damage to subterranean structures (pipes, tanks, telephone cables, etc.) which are not called to our attention and correctly shown on plans furnished to us.

Payment -- Invoices for our services will be submitted, at our option, on a monthly basis or when the work is completed. Invoices will be due immediately, but will not be delinquent if paid on or before the thirtieth day following the date of the invoice. If payment is not so made, interest will be due on the amount of the invoices at the rate of 1.5 percent for each month of delinquency. If suit is filed, a reasonable attorney's fee, to be set by the court, shall be included in any judgment in our favor.

Expert Witness Consultation

Expert witness testimony for court appearances and binding arbitration will be charged on a daily basis (minimum one day increments) at a rate of \$3,600 per day. Deposition testimony will be charged at a rate of \$450 per hour (minimum one hour charge). Preparation time for depositions or court appearances will be charged on a time-and-expense basis in accordance with the Personnel, Equipment, and Expense charges listed herein.

Laboratory Testine Charges

Laboratory testing will be charged on a time-and-materials basis in accordance with the Personnel, Equipment, and Expense charges listed herein.

Laboratory samples will be stored for 60 days after the date of final report submittal unless special arrangements are made for longer storage.

Geophysical Service Charges

Geophysical services will be charged on a time-and-materials basis in accordance with the Personnel, Equipment and Expense charges listed herein.

Expense Charges (Cost Plus 15%)

- Travel expenses including air fare, lodging, vehicle rental, etc. (a flat subsistence charge of \$40 per diem for overnight stay will be charged in addition to the lodging cost)
- Excavation subcontractors and expendable field supplies
- Reproduction of drawings
- Film, film development, and photograph printing
- Special fees, permits, insurance, etc.
- Long distance telephone costs
- Special equipment rental
- Special mail service (air, electronic, courier, etc.)
- Special consultant fees

**DISADVANTAGED BUSINESS ENTERPRISE (DBE)
CONSULTANT CONTRACT REQUIREMENTS**

0278

The provisions of Title 49, Part 23, Code of Federal Regulations (49CFR 23) and Santa Cruz County's adopted DBE Program require that Disadvantaged Business Enterprises (DBEs) have the opportunity to participate in federally funded, transportation projects.

In order to meet these requirements, the following criteria have been established:

1. Participation by CALTRANS' certified DBEs as prime consultants or subconsultants in this contract or
2. A good faith effort by the prime consultant in trying to secure participation by DBEs prior to award of this contract. Documentation of a good faith effort will be submitted in writing and will consist of the following:
 - a) A list of CALTRANS' certified DBEs solicited.
 - b) Description of efforts to use the services of available minority community organizations; minority contractor groups; women contractor groups; and local, state, and federal minority business assistance centers in the recruitment and placement of DBEs including name of contact, date of contact, and information they provided.
 - c) Identification of the portions of the work to be performed by DBEs including type of work and dollar value.
 - d) Documentation of good faith negotiations between subcontractors and interested DBEs, including names and dollar values of all bids.

ATTACHMENT NO. 1

CERTIFICATION OF CONSULTANT

0278

I HEREBY CERTIFY that I am the engineer and duly authorized representative of the firm of COTTON, SHIRES AND ASSOCIATES, INC., whose address is 330 VILLAGE LANE, LOS GATOS, CA 95030, and that, except as hereby expressly stated, neither I nor the above firm that I represent have:

- (a) employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above consultant) to solicit or secure this agreement; nor
- (b) agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out the agreement; nor
- (c) paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above consultant) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out this agreement. .

I acknowledge that this Certificate is to be made available to the California Department of Transportation (CALTRANS) in connection with this agreement involving participation of federal aid highway funds, and is subject to applicable state and federal laws, both criminal and civil.

8-16-01

(Date)

Dynette R. Key

(SIGNATURE OF CONSULTANT)

Financial Director

ATTACHMENT NO. 3

CERTIFICATION OF LOCAL AGENCY

027 :

I HEREBY CERTIFY that I am the Director of the Santa Cruz County Department of Public Works and that the consulting firm of Cotton, Shires & Associates or its representative has not been required (except as herein expressly stated), directly or indirectly, as an express or implied condition in connection with obtaining or carrying out this Agreement to:

- (a) employ, retain, agree to employ or retain, any firm or person; or
- (b) pay or agree to pay, to any firm, person or organization, any fee, contribution, donation, or consideration of any kind.

I acknowledge that this Certificate is to be made available to the California Department of Transportation (CALTRANS) in connection with this Agreement involving participation of federal aid highway funds, and is subject to applicable state and federal laws, both criminal and civil.

(Date)

THOMAS L. BOLICH, DIRECTOR
DEPARTMENT OF PUBLIC WORKS

ATTACHMENT NO. 4

INDCNFED.DOC
REV.9/2/98

ACORD CERTIFICATE OF LIABILITY INSURANCEID LS
COTTO-2

DATE (MM/DD/YY)

08/15/01

PRODUCER

Mr. H. AdvAmer CBC
4241 Piedras Drive East #111
San Antonio TX 78228
Phone: 888-591-1954 Fax: 210-737-3584

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION
ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE
HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR
ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

INSURED

Cotton, Shires & Associates,
Inc.
Attn: Ms. Lynette R. Key
330 Village Lane
Los Gatos CA 95030-7218

INSURER A: Greenwich Ins. Co. 0280

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	GEC000024401	01/01/01	01/01/02	EACH OCCURRENCE \$ 1,000,000.
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				FIRE DAMAGE (Any one fire) \$ 100,000.
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person) \$ 5,000.
					PERSONAL & ADV INJURY \$ 1,000,000.
					GENERAL AGGREGATE \$ 2,000,000.
					PRODUCTS - COM/PROP AGG \$ 2,000,000.
	GEN'L AGGREGATE LIMIT APPLIES PER:				
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO- JECT <input type="checkbox"/> LOC				
	AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Per accident) \$
	<input type="checkbox"/> ANY AUTO				
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per person) \$
	<input type="checkbox"/> SCHEDULED AUTOS				
	<input type="checkbox"/> MIXED AUTOS				BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> NON-OWNED AUTOS				
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$
	<input type="checkbox"/> ANY AUTO				OTHER THAN EA ACC \$
					AUTO ONLY: AGG \$
	EXCESS LIABILITY				EACH OCCURRENCE \$
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE \$
	<input type="checkbox"/> DEDUCTIBLE				\$
	RETENTION \$				\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATU- TORY LIMITS OTH- ER
					E.L. EACH ACCIDENT \$
					E.L. DISEASE - EA EMPLOYEE \$
					E.L. DISEASE - POLICY LIMIT \$
A	OTHER				
	Consultants	PEC00024501	01/01/01	01/01/02	Per Claim \$1,000,000.
	Professional Liab.				Aggregate \$1,000,000.

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

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

CERTIFICATE HOLDER

Y

ADDITIONAL INSURED; INSURER LETTER: A

CANCELLATION

SANT-01

Santa Cruz County Public Works
Attn: Bill Williamson
701 Ocean St., Rm 410
Santa Cruz CA 95060

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

Letitia J. Lively

ACORD CERTIFICATE OF LIABILITY INSURANCEID JF
COTTO-1DATE (MM/DD/YY)
08/17/01

PRODUCER
 Integra Insurance Services, Inc
 718 University, Suite 115
 P.O. Box 1138
 Los Gatos CA 95031-1138
 Phone: 408-354-3030 Fax: 408-354-3454

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

0281

INSURED
 Cotton, Shiras & Associates
 Lynette Key
 330 Village Lane
 Los Gatos CA 95030

INSURER A: Hartford Insurance Company
 INSURER B: Republic Indemnity Company
 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 LYR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
	GENERAL LIABILITY				EACH OCCURRENCE \$
	COMMERCIAL GENERAL LIABILITY				FIRE DAMAGE (Any one fire) \$
	CLAIMS MADE <input type="checkbox"/> OCCUR <input type="checkbox"/>				MED EXP (Any one person) \$
					PERSONAL & ADV INJURY \$
					GENERAL AGGREGATE \$
	GEN'L AGGREGATE LIMIT APPLIES PER:				PRODUCTS - COM/OP AGG \$
	<input type="checkbox"/> POLICY <input type="checkbox"/> PROJ <input type="checkbox"/> LOC				
A	AUTO MOBILE LIABILITY	57VUCHS2825	01/01/01	01/01/02	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	ANY AUTO				BODILY INJURY (Per person) \$
	ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
	X SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident) \$
	X HIRED AUTOS				
	X NON-OWNED AUTOS				
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$
	ANY AUTO				OTHER THAN EA ACC \$
					AUTO ONLY AGG \$
	EXCESS LIABILITY				EACH OCCURRENCE \$
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE \$
					\$
	DEDUCTIBLE				\$
	RETENTION \$				\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	040223-05	01/01/01	01/01/02	X WC STATUTORY LIMITS OTH-ER
		040223-05			E.L. EACH ACCIDENT \$ 1,000,000
					E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
					E.L. DISEASE - POLICY LIMIT \$ 1,000,000
	OTHER				

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

The County of Santa Cruz, its officials, employees, agents and volunteers are added as additional insured as respects the operations and activities of or on behalf of the name insured performed under agreement with the County of Santa Cruz

CERTIFICATE HOLDER

Y

ADDITIONAL INSURED: INSURER LETTER:

CANCELLATION

Santa Cruz County Public Works SCCPW
 Contract Manager
 Attn. Bill Williamson
 701 Ocean Street Room 410
 Santa Cruz CA 95060

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ~~NOTIFY BY 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.

45

COUNTY OF SANTA CRUZ
REQUEST FOR APPROVAL OF AGREEMENT

0282

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

FROM:

PUBLIC WORKS

(Signature)

(Dept.)
(Date) 8/17/01

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)
COTTON, SHIRES & ASSOCIATES
and, 330 Village Sane, Los Gatos, CA 95030 (Name & Address)
- The agreement will provide geotechnical design for the dewatering and stabilization of
the Amesti Road landslide
- The agreement is needed because the work can be handled most expeditiously by contract.
- Period of the agreement is from Board Approval to June 30, 2002
- Anticipated cost is 4 175,721.00 (Fixed amount; Monthly rate; Not to exceed)
- Remarks: Contract \$175,721.00; 7% Overhead \$12,300.47; Total \$188,021.47
- Appropriations are budgeted in 621198 ! 40283 ! 3665 ! (Index#) 3590 (Subobject)

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

Appropriations are available and will be encumbered.

Contract No. 12582 Date 8/21/01

GARY A. KNUTSON, Auditor - Controller

By Adm. J. V. Velazquez Deputy.

W-9 Provide3

Proposal reviewed and approved. It is recommended that the Board of Supervisors approve the agreement and authorize the Director of Public Works to execute the same on behalf of the Department of

Public Works (Agency).

Remarks:

____ (Analyst)

County Administrative Officer
By Paul S. S. S. Date 8/21/01

Agreement approved as to form. Date _____

WBW: obs

Distribution:

Bd. of Supv. - White
Auditor-Controller - Blue
County Counsel - Green
Co. Admin. Officer - Canary
Auditor-Controller - Pink
Orig noting Dept. - Goldonrod

*To 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

____ 19____ By _____ Deputy Clerk