

**SANTA CRUZ COUNTY
BOARD OF SUPERVISORS INDEX SHEET**

Creation Date: 4/21/04

Source Code: PUBWK

Agenda Date: 4/27/04

INVENUM: 54423

Resolution(s):

Ordinance(s):

Contract(s): [1] 33022

[2] 33169

Continue Date(s):

Index: --Letter of Public Works Department dated April 19, 2004
--2003/2004 Pavement Management Sealcoat Program
--Independent Contractor Agreement
--Official Proposal Sheet

Item: 39. APPROVED independent contractor agreement with Granite Rock for chip seal rock delivery in the not-to-exceed amount of \$20,000 for the 2003/2004 Pavement Management Chip Seal project; approved amendment to agreement with Reed and Graham, Incorporated for the 2003/2004 Pavement Management Chip Seal project for spreading costs associated with the placement of asphalt emulsion in the increased amount of \$20,000 for a not-to-exceed amount of \$54,375, as recommended by the Director of Public Works



County of Santa Cruz

DEPARTMENT OF PUBLIC WORKS

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

THOMAS L. BOLICH
DIRECTOR OF PUBLIC WORKS

APPROVED AND FILED BOARD OF SUPERVISORS

DATE: April 27, 2004
COUNTY OF SANTA CRUZ
SUSAN A. MAURIELLO
EX-OFFICIO CLERK OF THE BOARD

AGENDA: APRIL 27, 2004

April 19, 2004

BY: Sharon Mitchell DEPUTY

SANTA CRUZ COUNTY BOARD OF SUPERVISORS

701 Ocean Street
Santa Cruz, California 95060

SUBJECT: 2003/2004 PAVEMENT MANAGEMENT CHIP SEAL PROJECT

Members of the Board:

As part of this year's Pavement Management Program, we are proposing to chip seal more than 15 miles of County maintained roads (see attached list). This chip seal project will expend the remaining funding available through the AB2928 State Grant received in fiscal year 2002/2003. Preparatory repair to these roads is currently underway by our road maintenance crews.

In preparation for this project, the General Services Department managed the acquisition of four separate components which include the purchase of the chip rock, the delivery of the chip rock to stock piles located throughout the county, the purchase of asphaltic emulsion, and the spreading of the asphaltic emulsion. The purchase of the rock and emulsion will be administered through General Services; however, the deliveries of the chip rock and the spreading cost associated with the placement of the asphaltic emulsion are both labor contracts and each requires an independent contractor agreement and your Board's approval.

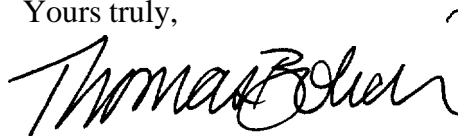
Two bids were received for the chip rock delivery, and Granite Rock was the low bidder. The spreading of the emulsion will be done by Reed and Graham, Inc., under an existing contract. Sufficient funds, including contingencies and administration, for both contracts are available in the 2003/2004 Pavement Management Program.

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

1. Approve the attached independent contractor agreement with Granite Rock for chip seal rock delivery in the not-to-exceed amount of \$20,000.

2. Approve the attached amendment to agreement with Reed and Graham, Inc., for spreading costs associated with the placement of asphalt emulsion in the increased amount of \$20,000 for a not-to-exceed amount of \$54,375.

Yours truly,

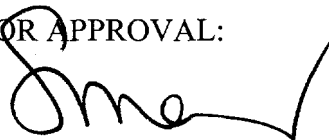


THOMAS L. BOLICH
Director of Public Works

TLB:JES:mg

Attachments

RECOMMENDED FOR APPROVAL:



County Administrative Officer

copy to: Public Works
 Granite Rock
 Reed and Graham, Inc.

2003/2004 PAVEMENT MANAGEMENT SEALCOAT PROGRAM

0199

Road Name	Begin	End
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SUPERVISORIAL DISTRICT NO. 1

LAUREL GLEN RD	MOUNT. VIEW RD N	POST MILE 0.82
LAUREL GLEN RD	POST MILE 0.82	POST MILE 1.71
LAUREL GLEN RD	POST MILE 1.71	SOQUEL SAN JOSE RD
DIANA DR	DOUGMAR DR	S END
SUSAN LN	DOUGMAR DR	S END
MOUNTAINVIEW RD	RODEO GULCH RD	0.77 MI E/ BRANCIFORTE DR
MOUNTAINVIEW RD	0.77 MI E/ BRANCIFORTE DR	BRANCIFORTE DR N
DOUGMAR DR	EL DORADO AV	SUSAN LN
DOUGMAR DR	SUSAN LN	E END

SUPERVISORIAL DISTRICT NO. 2

SAN ANDREAS RD	DIST D BOUNDARY/RR	OCEANVIEW DR
SAN ANDREAS RD	OCEANVIEW DR	SPRING VALLEY RD
SAN ANDREAS RD	SPRING VALLEY RD	ZILS RD
SAN ANDREAS RD	ZILS RD	SUNSET BEACH RD

2003/2004 PAVEMENT MANAGEMENT SEALCOAT PROGRAM

0200

Road Name	Begin	End
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SUPERVISORIAL DISTRICT NO. 3

SMITH GRADE	POST MILE 0.28	POST MILE 1.17
SMITH GRADE	POST MILE 1.17	2.14 MI W/ EMPIRE GRADE
SMITH GRADE	2.14 MI W/ EMPIRE GRADE	POST MILE 3.03
SMITH GRADE	POST MILE 3.03	POST MILE 3.85
SMITH GRADE	POST MILE 3.85	POST MILE 4.86
SMITH GRADE	POST MILE 4.86	BONNYDOON RD

SUPERVISORIAL DISTRICT NO. 4

LAKEVIEW RD	1.0 MI SW/CARLTON RD	1.54 MI SW/CARLTON
LAKEVIEW RD	1.54 MI SW/CARLTON	HWY 129

SUPERVISORIAL DISTRICT NO. 5

HARMONY HILL RD	HUBBARD GULCH RD	ECM
MT HERMON RD	ZAYANTE BRIDGE (EAST END)	5316' E/O GRAHAM HILL RD
MT HERMON RD	5316' E/O GRAHAM HILL RD	10142' E/O GRAHAM HILL RD
MT HERMON RD	10142' E/O GRAHAM HILL RD	ECM 300' N/O LOCKHART GULCH

39



COUNTY OF SANTA CRUZ REQUEST FOR APPROVAL OF AGREEMENT

TO: Board of Supervisors
County Administrative Office
Auditor Controller

FROM: PUBLIC WORKS (Department)

BY: [Signature] (Signature) 4/19/04 (Date)

Signature certifies that appropriations/revenues are available

AGREEMENT TYPE (Check One)

Expenditure Agreement Revenue Agreement

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

1. Said agreement is between the COUNTY OF SANTA CRUZ (Department/Agency)
and REED AND GRAHAM, INC.
690 SUNOL STREET, SAN JOSE, CA 95126 (Name/Address)

2. The agreement will provide LOADING AND SPREADING OF ASPHALT EMULSIONS FOR THE PAVEMENT CHIP SEAL PROJECT

3. Period of the agreement is from BOARD APPROVAL to JUNE 30, 2004
INCREASE

4. Anticipated cost is \$ 20,000 Fixed Monthly Rate Annual Rate Not to Exceed

Remarks: CONTRACT \$54,375; 7% OVERHEAD \$3,806.75; TOTAL \$58,181.25

5. Detail: On Continuing Agreements List for FY _____ Page CC-_____ Contract No: 33022 OR 1st Time Agreement

Section II No Board letter required, will be listed under Item 8
 Section III Board letter required
 Section IV Revenue Agreement

6. Appropriations/Revenues are available and are budgeted in 621100! 40298! 3596! (Index) 3590 (Sub object)

NUTE: IF APPROPRIATIONS ARE INSUFFICIENT, ATTACHED COMPLETED AUD-74 OR AUD-60

Appropriations are available and have been encumbered. Contract No: 33022
are not available and will be encumbered. By: [Signature] Date: 4/19/04
Auditor-Controller Deputy

Proposal and accounting detail reviewed and approved. It is recommended that the Board of Supervisors approve the agreement and authorize DIRECTOR OF PUBLIC WORKS (Dept/Agency Head) to execute on behalf of the PUBLIC WORKS DEPARTMENT

Date: 4-22-04 By: [Signature]
JES:mg County Administrative Office

Distribution:
Board of Supervisors - White
Auditor Controller - Canary
Auditor-Controller - Pink
Department - Gold

State of California
County of Santa Cruz
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 Office by an order duly entered in the minutes of said Board on _____ 20__

ADM - 29 (8/01)
Title I, Section 300 Proc Man By: Deputy clerk

AUDITOR-CONTROLLER USE ONLY

EO	\$	Unes	H/T/L	Keyed By	Date
Document No.	JE Amount				
TC110	\$	Amount	Index	Sub object	User Code
Auditor Description					

39

AMENDMENT TO AGREEMENT

The parties hereto agree to amend Contract Number 23022, dated June 24,2003, by and between the COUNTY OF SANTA CRUZ, and REED AND GRAHAM, INC., for the Pavement Management Chip Seal Project by extending the term of the contract to JUNE 30, 2004, and increasing the compensation by \$20,000 for a not-to-exceed amount of \$54,375.

All other provisions of said contract shall remain the same.

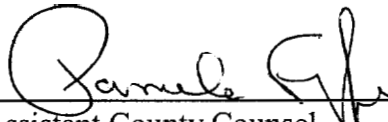
DATED: 4/19/04

COUNTY OF SANTA CRUZ
DEPARTMENT OF PUBLIC WORKS




DIRECTOR OF PUBLIC WORKS

Approved as to form:



Assistant County Counsel

CONTRACTOR:
REED AND GRAHAM, INC.

BY: 

SAM D. Carter, CFO

ADDRESS: 690 Sunol Street
San Jose, CA 95126

TELEPHONE: (408) 287-1409

FAX:(408) 294-3696

E-MAIL: _____

DISTRIBUTION: Auditor-Controller, Public Works, Contractor

JES:mg

**COUNTY OF SANTA CRUZ
REQUEST FOR APPROVAL OF AGREEMENT**

0212 RECEIVED
SANTA CRUZ COUNTY
APR 13 2004

TO: Board of Supervisors
County Administrative Office
Auditor Controller

FROM: PUBLIC WORKS (Department)
BY: [Signature] (Signature) 4/19/04 (Date)
Signature certifies that appropriations/revenues are available

AGREEMENT TYPE (Check One) Expenditure Agreement Revenue Agreement

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

1. Said agreement is between the COUNTY OF SANTA CRUZ (Department/Agency)
GRANITE ROCK (Name/Address)
and P.O. BOX 50001, WATSONVILLE, CA 95077 (Name/Address)
2. The agreement will provide FOR THE DELIVERY OF CHIP ROCK SCREENINGS TO VARIOUS LOCATIONS

3. Period of the agreement is from BOARD APPROVAL to JUNE 30, 2004

4. Anticipated Cost is \$ 20,000 Fixed Monthly Rate Annual Rate Not to Exceed

Remarks: CONTRACT \$20,000; 7% OVERHEAD \$1,400; TOTAL \$21,400

5. Detail: On Continuing Agreements List for FY _____ Page CC-_____ Contract No: 133169 OR 1st Time Agreement
 Section II No Board letter required, will be listed under Item 8
 Section III Board letter required
 Section IV Revenue Agreement W-9 required

6. Appropriations/Revenues are available and are budgeted in 621100! 40298! 3596! (Index) 3590 (Sub object)

NOTE: IF APPROPRIATIONS ARE INSUFFICIENT, ATTACHED COMPLETED AID-74 OR AID-60

Appropriations are available and have been encumbered.
are not available and will be encumbered.

Contract No: 33169
By: [Signature] Date: 4/19/04
Auditor-Controller Deputy

Proposal and accounting detail reviewed and approved. It is recommended that the Board of Supervisors approve the agreement and authorize DIRECTOR OF PUBLIC WORKS (Dept/Agency Head) to execute on behalf of the PUBLIC WORKS DEPARTMENT

(Department/Agency)

Date: 4-19-04

By: [Signature]
County Administrative Office

Distribution:

Board of Supervisors - white
Auditor Controller - Canary
Auditor-Controller - Pink
Department - Gold

State of California
County of Santa Cruz

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 Office by an order duly entered in the minutes of said Board on _____ 20__

JES :mg

ADM - 29 (8/01)
Title I, Section 300 Proc Man

By: Deputy Clerk

AUDITOR-CONTROLLER USE ONLY

CO	\$	Lines	H/TL	Keyed By	Date
Document No.	JE Amount				
TC110	\$	Amount	Index	Sub object	User Code

39

INDEPENDENT CONTRACTOR AGREEMENT

THIS CONTRACT is entered into this 27th day of April, 2004, by and between the COUNTY OF SANTA CRUZ, hereinafter called COUNTY, and GRANITE ROCK, hereinafter called CONTRACTOR. The parties agree as follows:

1. DUTIES. CONTRACTOR agrees to exercise special skill to accomplish the following result: Trucking services to deliver chip seal rock screenings to the locations listed in "Attachment "A," Proposal Sheet.

2. COMPENSATION. In consideration for CONTRACTOR accomplishing said result, COUNTY agrees to pay CONTRACTOR as follows: In accordance with Attachment "A," not to exceed \$20,000.

3. TERM. The term of this contract shall be: From Board approval until completion.

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

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

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

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

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

If CONTRACTOR utilizes one or more subcontractors in the performance of this Agreement, CONTRACTOR shall obtain and maintain Independent Contractor's Insurance as to each subcontractor or otherwise provide evidence of insurance coverage for each

subcontractor equivalent to that required of CONTRACTOR in this Agreement, unless
CONTRACTOR and COUNTY both initial here _____ / _____ 0202

A. Types of Insurance and Minimum Limits

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

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

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

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

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: 0203

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

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

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

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

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

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

B. If this Agreement provides compensation in excess of \$50,000 to CONTRACTOR and if CONTRACTOR employs fifteen (15) or more employees, the following requirements shall apply:

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

(2) 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. 0204

(3) The CONTRACTOR shall cause the foregoing provisions of this Subparagraph 7B. to be inserted in all subcontracts for any work covered under this Agreement by a subcontractor compensated more than \$50,000 and employing more than fifteen (15) employees, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

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

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

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

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

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

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

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

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

0205

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

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

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

15. ATTACHMENTS. This Agreement includes the following attachments: Attachment "A," Proposal Sheet.

16. LIVING WAGE. This agreement is covered under Living Wage provisions if this section is initialed by COUNTY _____

This agreement is subject to the provisions of Santa Cruz County Code Chapter 2.122, requiring payment of a living wage to covered employees, if item #16 above is initialed by the COUNTY. Non-compliance during the term of the contract will be considered a material breach and may result in termination of the Agreement or pursuit of other legal or administrative remedies.

If a contract for Living Wage covered services in excess of \$50,000 is terminated prior to its expiration, any new contract with a subsequent contractor for the same services must include this term:


"CONTRACTOR shall make best efforts to offer employment to qualified employees of the prior contractor for the performance of this contract. Such efforts shall not be required in regard to employees who are (1) exempt under the Fair Labor Standards Act, (2) family members of the prior contractor, (3) employed by the prior contractor for less than six months, or (4) convicted of a job-related or workplace crime. Upon request by the COUNTY, the CONTRACTOR shall demonstrate to the COUNTY that good faith efforts have been made to comply with this provision."

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

COUNTY OF SANTA CRUZ

CONTRACTOR
GRANITE ROCK

By: 
Director of Public Works

By: 

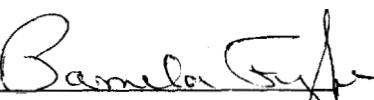
Address: P. O. Box 50001
Watsonville, CA 95077

Telephone: (831) 768-2000

FAX: (831) 768-2201

E-MAIL dmahler@graniterock.com

APPROVED AS TO FORM:

By: 
Assistant County Counsel

DISTRIBUTION: Auditor-Controller
Contractor
Public Works

JES:mg

2003-2004-chip seal-m.wpd

SECTION VI - OFFICIAL PROPOSAL SHEET: Trucking Services of Screenings

The undersigned offers and agrees to furnish all work, materials, and equipment which are subject to this request at the prices stated, and in conformance with all specifications, requirements, conditions, and instructions of Santa Cruz County Request for Proposals **No. 03S2-014.**

Price/ton FOB Destination including sales tax if screenings were to be picked up from Granite Rock Aromas Quarry.

ESTIMATED QUANTITIES

Qty.	Delivery Site	Price/Ton	Extended
A.	305 tons to Roy Wilson Yard at 198 Grimmer Rd., Watsonville, CA	\$ <u>3.22</u>	\$ <u>982.10</u>
	580 tons to West Bel Mar Drive at west end, Aptos, CA	\$ <u>3.98</u>	\$ <u>2308.40</u>
	105 tons to Brommer Yard at 2700 Brommer St., Santa Cruz, CA	\$ <u>5.18</u>	\$ <u>543.90</u>
	480 tons to 7th Day Adventist Conference/Campgrounds at San Jose Rd., Soquel, CA	\$ <u>4.98</u>	\$ <u>2390.40</u>
	605 tons to Felton Yard at 201 Hihn St., Felton, CA	\$ <u>6.17</u>	\$ <u>3732.85</u>
	730 tons to Empire Grade Road, 0.25 miles NW of Smith Grade Road	\$ <u>7.22</u>	\$ <u>5270.60</u>

A-1. Delivery: If awarded a contract, materials will be delivered by May 12, 2004.

Check One: Yes, can meet deadline No, cannot meet deadline

A-3. Cash discount offered for prompt payment: 0%, 30 days.

A-4. A list of references, including names, phone numbers, and addresses for whom similar work has been performed during the past **24** months is attached.

I declare under penalty of perjury that I have not been a party with another bidder to bid a fixed or uniform price in connection with this Request for Proposal.

Valid California State Contractors' License No. 5954

(as applicable)

License type CA#

Granite Rock Co.

Company Name

4-1-04

Date

P.O. Box 50001 Watsonville Ca 95077

Address - City, State, Zip

[Signature] operations mgr.

Authorized Signature & Title

831 768-2350 1 831 768-2405

Telephone No.

FAX No.

Dennis M. Mahler

Name (Please Print)

dmaehler@graniterock.com

E-mail Address

B. Any exception to, or deviations from, specifications, conditions, or requirements as noted in this request:

Check one: None

Detailed Statement Attached

**POLICY NUMBER: GLO 3472668-02
GRANITE ROCK COMPANY dba:
PAVEX CONSTRUCTION DIVISION**

**COMMERCIAL GENERAL LIABILITY
ZURICH-AMERICAN INSURANCE COMPANY**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

**ADDITIONAL INSURED-----OWNERS, LESSEES OR
CONTRACTORS (FORM B)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

SCHEDULE

NAME OF PERSON OR ORGANIZATION:

**COUNTY OF SANTA CRUZ, ITS OFFICERS, EMPLOYEES, AGENTS AND
VOLUNTEERS**

COVERED OPERATIONS:

PROJECT #03S2-014 VARIOUS LOCATIONS IN SANTA CRUZ COUNTY

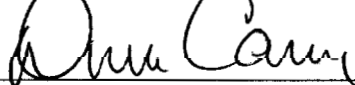
(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of your ongoing operations for that insured.

THIS INSURANCE POLICY WILL NOT BE CANCELLED, LIMITED, NON RENEWED, OR COVERAGE REDUCED UNTIL THIRTY (30) DAYS AFTER RECEIPT BY THE ADDITIONAL INSURED NAMED ABOVE OF A WRITTEN NOTICE OF SUCH CANCELLATION, REDUCTION OF COVERAGE OR NON RENEWAL. IN THE EVENT OF CANCELLATION FOR NON-PAYMENT OF PREMIUM, TEN (10) DAYS WRITTEN NOTICE OF SUCH CANCELLATION WILL BE GIVEN.

McSHERRY & HUDSON

BY:

 _____

DATE:

4/14/04