

DEPARTMENT OF
PUBLIC WORKS

GOVERNMENTAL CENTER

JOHN A. FANTHAM
DIRECTOR OF PUBLIC WORKS



COUNTY OF SANTA CRUZ

701 OCEAN STREET, SANTA CRUZ, CALIFORNIA 950604070

(631) 454-2160

FAX (831) 4542385

October 13, 1998

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

SUBJECT: SOQUEL DRIVE BRIDGE REPLACEMENT - DESIGN CONTRACT
BRIDGE NO. 36C-0078 - REQUEST FOR PROPOSALS

Members of the Board:

On April 15, 1998, the Federal Emergency Management Agency (FEMA) approved the County of Santa Cruz's application for the Hazard Mitigation Grant Program to replace the Soquel Drive Bridge over Soquel Creek. The project is eligible for reimbursement of 75% of the estimated \$3,400,000 project cost, leaving a local share of \$850,000.

The Public Works Department proposes to retain a bridge consultant to prepare the project plans, specifications, and estimate (PS&E). The attached Request for Proposals will be advertised, so that a qualified consultant can be chosen to prepare the PS&E for the project. The agreement will include provisions for providing structural design of the bridge, as well as the design of the road approaches, surveying, geotechnical studies, hydraulic studies of the channel, any necessary mitigation measures, and environmental studies required for acquisition of permits. In addition, the consultants will be asked to prepare for and attend two community meetings and to coordinate with the Redevelopment Agency and the Soquel Village business community on the incorporation of town plan road improvements into the project plan.

Funding for the local share of the bridge replacement project's engineering costs was included in the approved 1998/99 Road Budget.

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

1. Approve the Request for Proposals for the required engineering services for the Soquel Drive Bridge Replacement.

2. Direct the Clerk of the Board to advertise the Request for Proposals for a two day period beginning October 25, 1998.

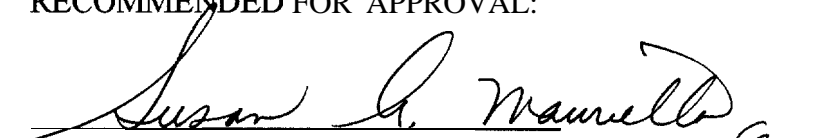
Yours truly,


JOHN A. FANTHAM
Director of Public Works

PTJ:rw

Attachments

RECOMMENDED FOR APPROVAL:


County Administrative Officer

copy to: Jorge Hunt, Office of Emergency Services
Public Works

**COUNTY OF SANTA CRUZ DEPARTMENT OF PUBLIC WORKS
REQUEST FOR PROPOSALS FOR
ENGINEERING DESIGN SERVICES**

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The County of Santa Cruz is accepting Proposals for engineering design services for the Soquel Drive Bridge Replacement project. The bridge crosses Soquel Creek in the unincorporated area of Santa Cruz County.

Proposals for design services should be submitted to the Director of Public Works of Santa Cruz County, 701 Ocean Street, Room 410, Santa Cruz, California, 95060, no later than noon on Friday, November 20, 1998.

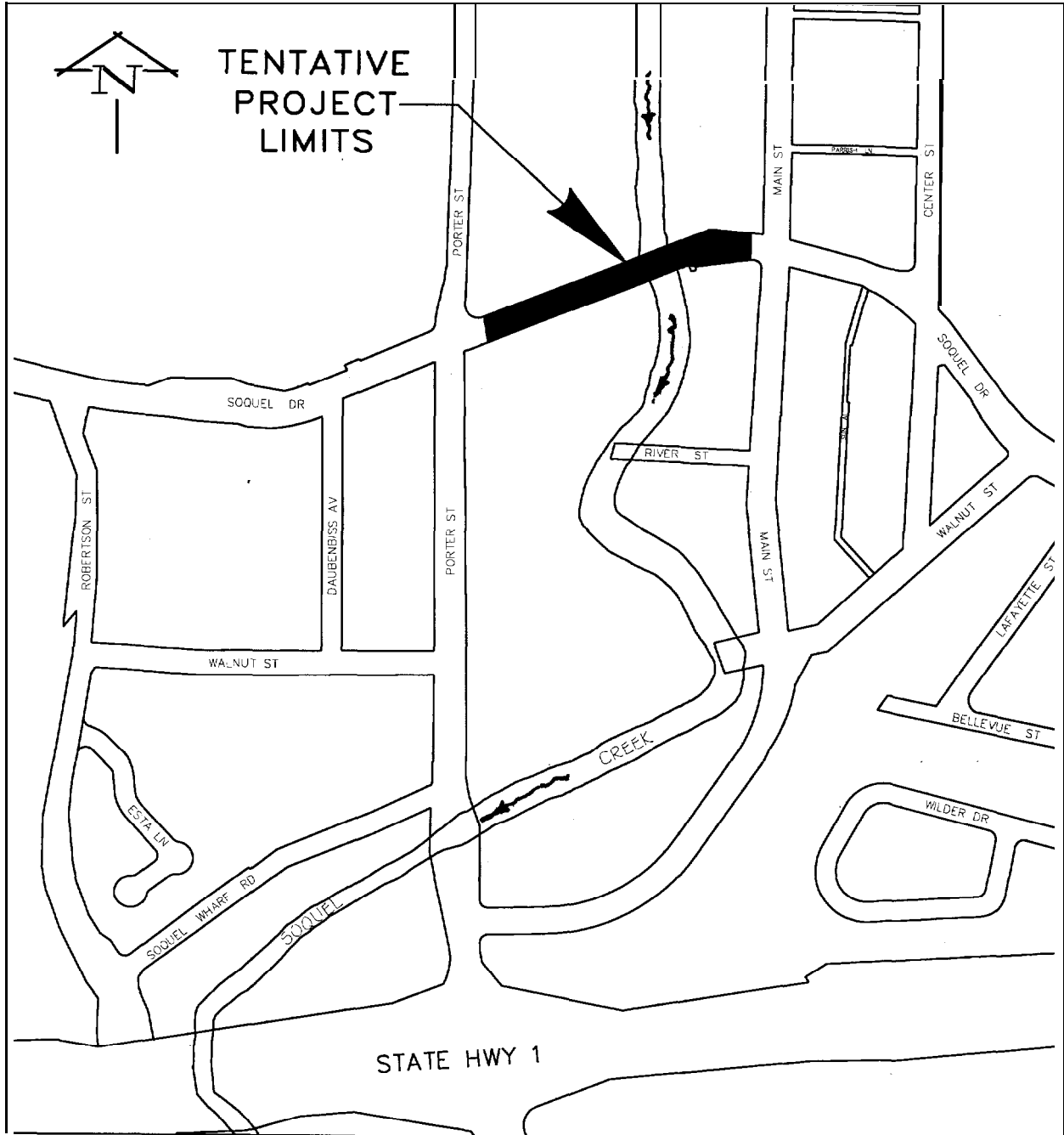
The project Scope of Work and instructions for submitting the Proposal can be obtained at the office of the Director of Public Works, 701 Ocean Street, Room 410, Santa Cruz, California. No deposit is required.

The Department of Public Works hereby notifies all consultants that it will affirmatively insure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit proposals and will not be discriminated against on the grounds of race, color, or national origin in consideration for selection.

DEPARTMENT OF PUBLIC WORKS
COUNTY OF SANTA CRUZ

Date: 10/13/98

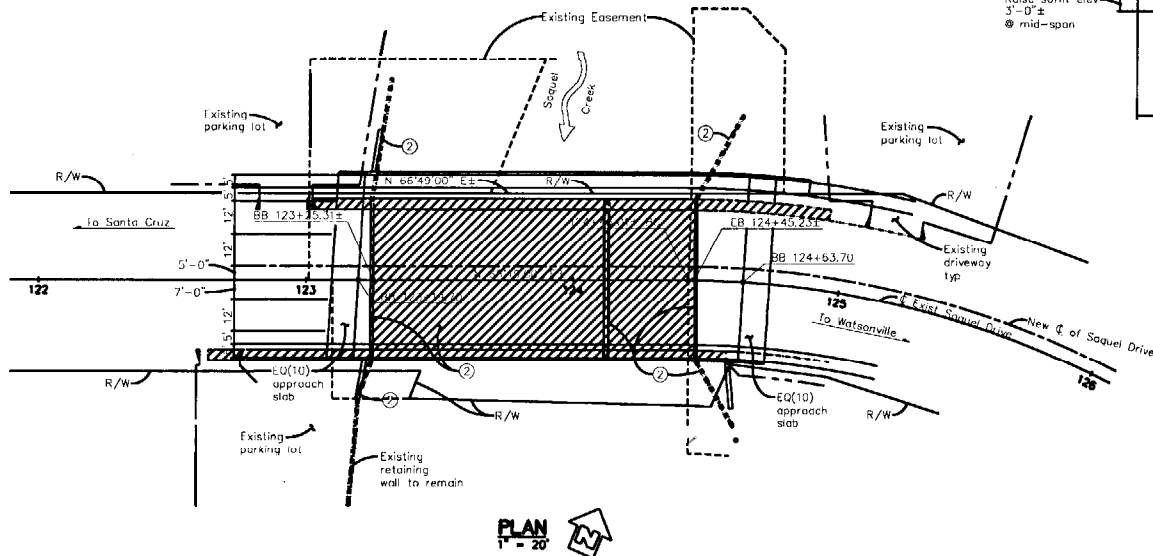
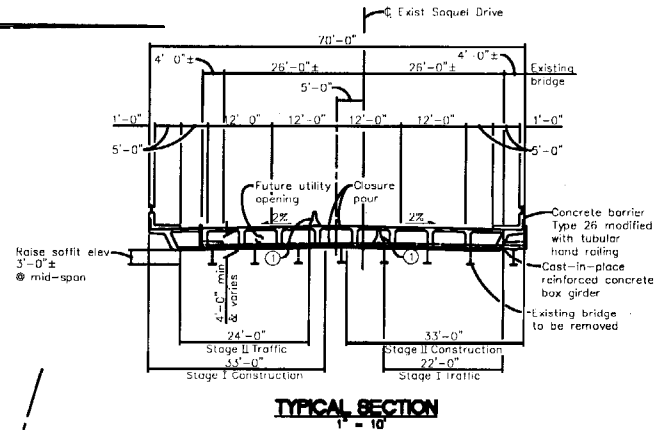
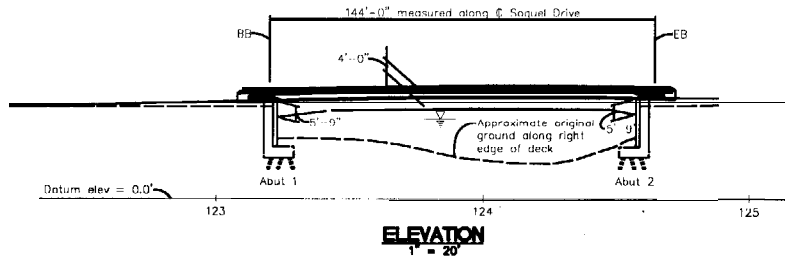

John A. Fantham Director of Public Works



VICINITY MAP

NOT TO SCALE

| DIST | COUNTY | ROUTE | POST MILE TOTAL PROJECT | SHEET NO. | TOTAL SHEETS |
|---|--------|-------|-------------------------|-----------|--------------|
| 05 | SC | | | 2-2-98 | |
| REGISTERED PROFESSIONAL ENGINEER STATE OF CALIFORNIA NO. 7638 Exp. 12-2-98 CIVIL JOHN C. HARRIS | | | | | |
| REGISTERED STRUCTURAL ENGINEER STATE OF CALIFORNIA NO. 12184 Exp. 12-2-98 CIVIL JOHN C. HARRIS | | | | | |
| PLANS APPROVAL DATE: _____ JOHN C. HARRIS ASSOCIATES INC. 1071 THE CLAYTON, SUITE 200 SAN JOSE, CALIFORNIA 95128 | | | | | |



- Notes:
- ① Temporary Railing (Type K)
 - ② Existing bridge (Superstructure & Substructure) to be removed

PLAN CHECK SET/NOT FOR CONSTRUCTION (8/21/98)

| | | | | | | |
|--|------|-------|----------|--|-------------|---|
| DESIGNER | DATE | ISSUE | APPROVED | DATE | PROJECT NO. | DATE |
| DETAILS | | | | | 36C-78 | |
| QUANTITIES | | | | | PORT BLK | |
| PREPARED FOR THE COUNTY OF SANTA CRUZ PUBLIC WORKS DEPARTMENT | | | | ENGINEER MANVASH M. HARRIS REGISTERED | | PROJECT NO. 36C-78 PORT BLK |
| ORIGINAL SCALE IN INCHES FOR REDUCED PLANS 0 1 2 3 | | | | DESIGNER'S SCALE EARLIER REVISION DATES | | REVISION DATE (PRELIMINARY SCALE ONLY) (REV) (BY) (OF) 2 2 |

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BRIDGE REPLACEMENT
SOQUEL DRIVE BRIDGE OVER SOQUEL CREEK

General Proposal Requirements

1. Description of project

Soquel Drive Bridge over Soquel Creek is located on Soquel Drive between Porter Street and Main Street in the Soquel Village area of Santa Cruz County. The existing bridge consists of a concrete deck on steel girders. It has two spans, with a total length of approximately 120 feet, supported by a pier in the center. The deck is 64 feet wide with two sidewalks and steel railings. The proposed bridge shall provide for a clear span of the creek and a deck wide enough to accommodate four twelve-foot travel lanes, two five-foot bikelanes, two six-foot pedestrian sidewalks and concrete railings.

2. Scope of work

The engineering design services required for the FEMA Hazard Mitigation Program shall follow CALTRANS and FHWA guidelines, and include:

- a. environmental study
- b. hydraulics study and design of mitigation
- c. geotechnical investigation
- d. surveying and property acquisition maps
- e. design of road approaches and roadside improvements
- f. channel design, including slope protection and environmental mitigation
- g. preparation of construction plans, bid specifications, and cost estimate.
- h. attend two community meetings
- i. coordinate with the County's Redevelopment Agency on incorporation of the Soquel Village Town Plan road improvements along Soquel Drive

3. Submittal

Three (3) copies of the proposal should be submitted no later than noon, on Friday, November 20, 1998. Proposals shall be submitted to:

County of Santa Cruz
Public Works Department
701 Ocean Street, Room 410
Santa Cruz, California 95060

Provide the following note on the mailing label: "Soquel Drive Bridge Replacement."

General Proposal Requirements (continued)

4. Evaluation Criteria

Consultant selection shall be based on evaluation of the consultant's formal proposal. The formal proposal will be evaluated by a panel of engineers. Evaluation criteria used to select the consultant will include, but not be limited to the following:

- a. Qualifications of the proposed consultant team.
- b. Demonstrated understanding of the scope of work.
- c. Demonstrated capability to explore and develop innovative or advanced techniques or designs, and alert County to potential design problems and alternative solutions.
- d. Past performance in similar projects related to cost control, quality or work, meeting schedules, errors and omissions, and communication.
- e. Present workload of the firm, availability of staff for the project, proposed schedule or tasks.
- f. Familiarity with FEMA, FHWA, CALTRANS, and County requirements and procedures for the type of work requested.
- g. County's prior experience with consultant.
- h. Familiarity with geographical and geophysical area of projects.
- i. Familiarity with regulatory agencies' requirements and procedures for the types of work requested.
- j. Relevant specialized equipment and resources available to consultant for completion of the project.
- k. Compliance with the DBE Program and requirements. The County's attempted goal for DBE participation for this program is 10% (10 percent).

5. Proposal Format

The proposal shall include the following:

- a. **Project Description** - A narrative statement describing the consultant's understanding of the work and the County's needs, based upon the request for proposal, a review of the subject site, and available information.
- b. **Work Plan and Schedule** - A complete description of the services proposed and a schedule of the work.
- c. **Organizational Chart** - An organizational chart and staffing plan indicating the line of responsibility of each member of the project team and clearly indicating the project manager, the team member responsible for interface with the County and the individual authorized to negotiate the contract.
- d. **DBE Information** - Information about consultant's use of disadvantaged business enterprises (DBE). The County's goal is 10% of the contract total for the design phase.

General Proposal Requirements (continued)

6. Contract Agreement

The County intends to award a contract with compensation based on an approved fee schedule, the total of which is not to be exceeded in performing the scope of services required thereby. The consultant should review the Contract Agreement and be aware of the various requirements.

7. Compensation

Contract negotiations will begin with the top consultant after notification of the final selections. Negotiations will include compensation, completion date and staff assignments. In the event that an agreement cannot be reached with the top ranked consultant, negotiations will be terminated and negotiations will begin with the next ranked consultant.

Within a week of notification, the top consultant shall submit a schedule of costs for compensation, a project calendar and a breakdown of staff assignments. The schedule of costs shall include an estimated cost for each item and sub-item described in the Scope of Work for each bridge. The schedule of costs shall include the employee classification, the hourly wage of each employee class, and the total cost of work for the item or sub-item. A schedule of costs shall also be provided for all subconsultants, specialists and services and shall include any overhead charges. All cost proposals may be subject to a pre-award audit and therefore all accounting procedures shall be in a format that conforms to Code of Federal Regulations (CFR) 48 Chapter 1, Part 3 1 and CFR 49, Part 18. These regulations shall be used to determine the allow ability of the individual items of cost and the administrative requirements for grants to local governments.

BRIDGE REPLACEMENT
SOQUEL DRIVE BRIDGE OVER SOQUEL CREEK

Scope of Work

All work described herein shall be prepared in accordance with established State and Federal guidelines for work on a Federal Aid Route.

The specific work of the consultant is as follows:

1. Environmental Study

Prepare all environmental reports necessary to obtain permits from (including, but not limited to) Fish and Wildlife, Fish and Game, Army Corps of Engineers, County Planning Department, Regional Water Quality Control Board, and the Historical Resources Commission. These reports shall include: biological resources (plants and wildlife), wetlands study, historical resources study, hazardous materials study, and water quality study. The final design of the bridge and stream channel scour mitigation shall be reviewed to verify compliance with all requirements and recommendations of the environmental permits.

2. Hydraulics Study

Prepare report evaluating existing hydrology, and hydraulics of the replacement bridge project. Include location hydraulics study, stream bed morphology, stream bed and bank scour potential, and show limits of 30, 50 and 100-year flood plain for project area. The final design of the bridge and stream channel scour mitigation shall be evaluated to verify that the project conforms to the guidelines set forth by the Army Corps of Engineers and FHWA.

3. Geotechnical Investigation

Provide geotechnical investigation and report sufficient for project design and construction. Information concerning construction of the footings, abutments, retaining walls, and backfill shall be included on the plans.

4. Survey and Property Acquisition

The tentative limit of road improvements shall be just east of the intersection of Porter Street to the west end of the intersection of Main Street.

- a. Survey -- Perform field survey sufficient for preparation of plans. Use State and County datums, if available. Complete as necessary to prepare PS&E.

Scope or Work (continued)

4. Survey and Property Acquisition (continued)

- b. Right-of-Way Investigation -- Determine status of existing right-of-way. Prepare plan showing existing right-of-way. Determine additional right-of-way or temporary easements needed for construction and to maintain good access to local businesses. The County shall furnish any maps that are readily available in their files for preparation of the right-of-way maps and descriptions.
- c. Appraisal Map -- Prepare appraisal map (to CALTRANS standards) for acquisition of right-of-way and temporary easements. Prepare legal descriptions of parcels and easements. Provide documents to County Real Properties Division to assist with property acquisition. Work to be done after review of PS&E and review by permitting agencies. Begin work upon notice of County and complete within one month.

5. Plans, Specifications, and Estimate (P,S&E)

The limits of road improvement shall be from the intersection of Porter Street to the intersection of Main Street, including the intersections. Refer to the attached preliminary Plan

- a. PS&E -- Prepare plans, specifications, and estimate. Project Specifications shall be for Section 10 (construction only) and incorporate existing County specifications where applicable. Identify affected utilities and indicate on plans. Identify conflicts and propose solutions. Include measures for keeping at least two traffic lanes open at all times and required traffic control. Provide three submittals of PS&E as described below.

First submittal -- PS&E shall be 30% complete and include environmental mitigation, plans, and construction cost estimate. No specifications are required for this submittal. Begin work on First Submittal after receiving County approval of bridge type, and geotechnical investigation. Submit three copies to County. After review by County, PS&E shall be returned to consultant for revisions.

Second submittal -- PS&E shall be 90% complete and include utilities. Begin work on Second Submittal after receiving County approval of first submittal. Incorporate comments by County and submit three copies to County. After review by County, PS&E shall be returned to consultant for revisions. Complete revisions within two weeks and submit three copies to County, two copies to each utility company, and two copies to each permitting agency.

Third submittal -- PS&E shall be 100% complete. Begin work on Third Submittal after receiving County approval of Second Submittal. Incorporate comments by County, utilities, and permitting agencies. Submit three copies to County. After

Scope or Work (continued)

5. Plans, Specifications, and Estimate (P,S&E) (continued)

review by County, PS&E shall be returned for revisions. Complete revisions within two weeks and submit three copies to County. Submit plans and specifications to County in digital format. Plans shall be produced in format readable by AutoCAD (current release). Specifications shall be readable in WordPerfect® for Windows (current release). Provide one set of plans printed in black ink on acetate. The sheet size shall be 24"x36". All sheets shall be uniform size. The sheet format shall conform to the CALTRANS "Drafting and Plans Manual." The project engineer shall affix an original signature to each plan sheet.

Complete digital plans shall be submitted to the County. The plans shall be full scale. All dimensions and bearings shall be as noted. The plans shall be in a format to allow construction staking directly from the digital plans. This entails producing a plan that incorporates all elements to full scale, including pile locations, wing walls and footings.

All plans, specifications, estimates, and maps shall be in a metric format.

- b. Environmental Mitigation -- Proposed mitigation measures that are required by permitting agencies will be incorporated into the PS&E.

6. Community Meetings

Participate in two community meetings concerning the project. Furnish plans, handouts and make presentation describing the project. The schedule and agenda of the meeting shall be at the discretion of the County of Santa Cruz. The consultant shall furnish the County the backup information and materials required for negotiations between the Soquel Business Community and the County of Santa Cruz.

Contract No. _____

INDEPENDENT CONTRACTOR AGREEMENT

THIS CONTRACT is entered into this ____ day of _____ 19__, by and between the County of Santa Cruz, hereinafter called COUNTY, and _____, hereinafter called CONTRACTOR. The parties agree as follows:

1. DUTIES. CONTRACTOR agrees to exercise special skill to accomplish the following results:

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 \$ _____. 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.

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 _____ cents per mile, while traveling away from consultant's headquarters which is hereby designated as _____. 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:

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

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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 CONTRACTOR'S 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

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\$1,000,000 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: "This insurance shall not be canceled until after thirty (30) days prior written notice has been given to: Contract Manager
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: Contract Manager
County of Santa Cruz Public Works
70 1 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, sex, sexual orientation, age (over 40), 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

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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, sex, sexual orientation, age (over 40), veteran status or any other non-merit factor unrelated to job duties.

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 Affirmative Action Office information and reports in the prescribed reporting format (PER 40 12) identifying the sex, race, physical or mental disability and job classification of its employees and the names, dates and methods of advertisement and direct solicitation efforts made to subcontract with Minority/Women/Disabled Business Enterprises.

(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.

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 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.

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 3 1 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 3 1, 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 of 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. ”

23. ATTACHMENTS. This Agreement includes the following attachments:

- Attachment No. 1 - Scope of Work
- 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

CONTRACTOR

By: _____
Director of Public Works

By: _____

Address: _____

Telephone: _____

APPROVED AS TO FORM:

By: _____
Assistant Chief County Counsel

DISTRIBUTION: Auditor-Controller
Risk Management
Contractor
Public Works

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

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:

- 11 Participation by CALTRANS' certified DBEs as prime consultants or subconsultants in this contract or
- 2. A good faith effort by the prime consultant n 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.

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CERTIFICATION OF CONSULTANT

I HEREBY CERTIFY that I am the engineer and duly authorized representative of the firm of _____, whose address is _____, 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.

(Date)

(SIGNATURE OF CONSULTANT)

ATTACHMENT NO. _____

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CERTIFICATION OF LOCAL AGENCY

I HEREBY CERTIFY that I am the Director of the Santa Cruz County Department of Public Works and that the consulting firm of _____ 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)

JOHN A. FANTHAM, DIRECTOR
DEPARTMENT OF PUBLIC WORKS

ATTACHMENT NO. _____

ARR (12/97)