



JOHN A. FANTHAM
DIRECTOR OF PUBLIC WORKS

County of Santa Cruz

443

DEPARTMENT OF PUBLIC WORKS

701 OCEAN STREET, ROOM 410, SANTA CRUZ, CA 95060
(931) 454-2160 FAX (931) 454-2395 TDD (931) 454-2123

AGENDA: MAY 25, 1999

May 13, 1999

SANTA CRUZ COUNTY BOARD OF SUPERVISORS

701 Ocean Street
Santa Cruz, California 95060

SUBJECT: SOQUEL DRIVE AT SOQUEL CREEK BRIDGE REPLACEMENT
PROJECT, BRIDGE NO. 36C-0078, FEMA PROJECT NO. 1203-378-36
DESIGN ENGINEERING CONTRACT

Members of the Board:

The Soquel Drive Bridge at Soquel Creek below Porter Street is funded for replacement under the Federal Emergency Management Agency (FEMA) Hazard Mitigation Grant Program (HMGP). Public Works, under a Board approved (October 1998) Request for Proposals, interviewed several engineering firms with the expertise to design a project of this type and selected the firm of **Buckland & Taylor, Ltd.**, of Walnut Creek as the proposed project design firm. The State Office of Emergency Services, the coordinating agency for FEMA's grant program, has now approved its proposal for engineering services based on a schedule that requires the design to be completed by the spring of 2000.

Attached for your Board's review and approval is the Independent Contractor Agreement between the County of Santa Cruz and **Buckland & Taylor, Ltd.** for an amount not-to-exceed \$449,524.53. The agreement calls for the consultant to provide both preliminary engineering and final design, while utilizing other subcontractors (included in their contract) to provide the necessary environmental engineering, right-of-way and utility engineering, and hydraulic studies necessary to produce plans for project bidding and construction. Sufficient funding for this work is included in the approved 1998/99 Public Works Road Program, which includes an HMGP allocation reimbursement of 75 percent of the total cost of the proposed services and additional revenues from savings within the Engineering Services Budget.

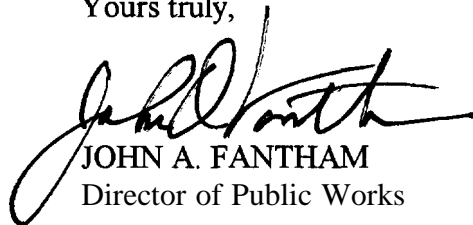
44

Also scheduled on today's agenda for consideration by the Zone 5 Board of Directors, is another independent contractor agreement for additional hydraulic studies along Soquel Creek downstream **from** this bridge. This flood related study would be undertaken by the firm of Northwest Hydraulics, the same subcontractor who will be performing the bridge-related hydraulics work under the proposed **Buckland & Taylor Ltd.**, engineering contract.

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

1. Approve the attached independent contractor agreement with **Buckland & Taylor, Ltd.**, of Walnut Creek for engineering design services for the Soquel Drive Bridge Replacement project for a not-to-exceed cost of \$449,524.53.
2. Adopt the attached resolution accepting unanticipated revenue and recommending transfer of additional revenue to this program and contract.
3. Authorize the Director of Public Works to sign the agreement on behalf of the County.

Yours truly,

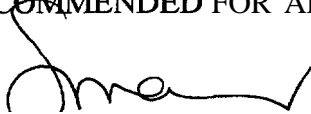


JOHN A. FANTHAM
Director of Public Works

WBW:mg

Attachments

RECOMMENDED FOR APPROVAL:



County Administrative Officer

copy to: Public Works (Road Engineering, Drainage Engineering, and Fiscal)
Buckland & Taylor, Ltd.
Redevelopment Department
Jorge Hunt, Office of Emergency Services

COUNTY OF SANTA CRUZ
REQUEST FOR APPROVAL OF AGREEMENT

445

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

FROM:

PUBLIC WORKS

(Signature)

5-11-99

(Dept.)

(Date)

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

1. Said agreement is between the COUNTY OF SANTA CRUZ (Agency)
BUCKLAND & TAYLOR, LTD., 101 YGNACIO VALLEY ROAD
and, SUITE 105, WALNUT CREEK CA 94596 (Name & Address)

2. The agreement will provide FOR ENGINEERING DESIGN SERVICES FOR THE SOQUEL DRIVE
BRIDGE OVER SOQUEL CREEK

3. The agreement is needed BECAUSE THE WORK CAN BE PERFORMED MOST EXPEDITIOUSLY BY CONTRACT

4. Period of the agreement is from BOARD APPROVAL to JUNE 30, 1999

5. Anticipated cost is \$449,524.53 (Fixed amount; Monthly rate; Not to exceed)

6. Remarks: CONTRACT \$449,524.53; OVERHEAD @ 6% \$26,971.47; TOTAL \$476,496.00

AGENDA 5/25/99
621100 (40097 3665) \$ 24,764.15 3590
621100 (40260 3665) 35,913.21 3590
7. Appropriations are budgeted in 621100 (40175 3665) 70,787.36 (Index#) 3590 (Subobject)
621198 (40861 3665) 318,059.81 3590

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

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

Contract No. C081839 Date 5/11/99

GARY A. KNUTSON, Auditor - Controller

By Ronald J. Silva Deputy.

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

Date

5/18/99

Agreement approved as to form. Date

WBW:mg

Distribution:

Bd. of Supv. - White
Auditor-Controller - Blue
County Counsel - ~~4011~~
Co. Admin. Officer - Canary
Auditor-Controller - Pink
Originating Dept. - Goldenrod

*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 _____

By

County Administrative Officer

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

446

RESOLUTION NO. _____

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

RESOLUTION ACCEPTING UNANTICIPATED REVENUE

WHEREAS, the County of Santa Cruz is a recipient of funds from the Federal Emergency Management Agency for the Hazard Mitigation program; and

WHEREAS, the County is a recipient of funds in the amount of \$18,400 which are either in excess of those anticipated or are not specifically set forth in the current fiscal year budget of the County; and

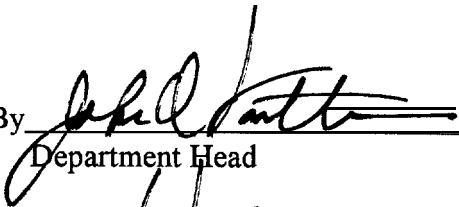
WHEREAS, pursuant to Government Code Sections 29130(c), 29064(b), such funds may be made available for specific appropriation by a four-fifths vote of the Board of Supervisors;

NOW, THEREFORE, BE IT RESOLVED AND ORDERED that the Santa Cruz County Auditor-Controller accept funds in the amount of \$18,400 into Public Works Department

Index No. 62 1100 Revenue Subobject No. 1096
and that such funds be and are hereby appropriated as follows:

<u>INDEX NO.</u>	<u>ACCOUNT NO.</u>	<u>PRJ/UCD</u>	<u>ACCOUNT NAME</u>	<u>AMOUNT</u>
621100	3590		DPW ROAD FUND	\$18,400

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

By 
Department Head
Date 5/11/99

COUNTY ADMINISTRATIVE OFFICER /_/Recommended to Board

/___/Not Recommended to Board

PASSED AND ADOPTED by the Board of Supervisors of the County of Santa Cruz, State of California, this day of _____, 1999, by the following vote (requires four-fifths vote approval):

AYES: SUPERVISORS

NOES: SUPERVISORS

ABSENT: SUPERVISORS

Chairperson of the Board

ATTEST: _____
Clerk of the Board

APPROVED AS TO FORM:

James T. ... 2/1/99
Chief Assistant County Counsel

APPROVED
AS TO ACCOUNTING DETAIL:

Russell J. Wilson 5/11/99
Auditor-Controller

Distribution: Auditor-Controller
Public Works Department

Contract No. _____

INDEPENDENT CONTRACTOR AGREEMENT

THIS CONTRACT is entered into this ____ day of _____ 1999, by and between the County of Santa Cruz, hereinafter called COUNTY, and **BUCKLAND AND TAYLOR LTD.**, hereinafter called CONTRACTOR. The parties agree as follows:

1. DUTIES. CONTRACTOR agrees to exercise special skill to accomplish the following results: PROVIDE ENGINEERING DESIGN SERVICES FOR THE REPLACEMENT- OF THE SOQUEL DRIVE BRIDGE OVER SOQUEL CREEK.
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, shall not exceed \$ 449,524.53.
3. TIME OF BEGINNING AND COMPLETION. Time of beginning and completion shall be as described: FROM APPROVAL OF CONTRACT BY THE BOARD OF SUPERVISORS TO ACCEPTANCE OF FINAL PROJECT BY THE BOARD OF SUPERVISORS.
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 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 \$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: JOHN A. FANTHAM, DIRECTOR
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: JOHN A. FANTHAM, DIRECTOR
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.

C. The CONTRACTOR shall comply with the Federal Disadvantaged Business Enterprises @BE) 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. CONTRACTORS 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: PROPOSAL DATED MARCH 18, 1999 WHICH INCLUDES THE PROJECT SCOPE OF WORK, PROJECT COSTS, AND FEE SCHEDULE (CERTIFICATE OF INSURANCE IS INCLUDED.)

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

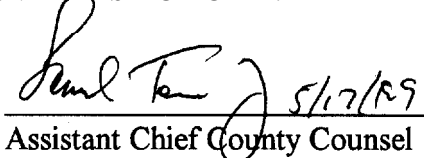
CONTRACTOR
BUCKLAND AND TAYLOR, LTD.

By:  _____

Address: 101 YGNACIO VALLEY ROAD
SUITE 105
WALNUT CREEK, CA 94596

Telephone: (925) 472-8600

APPROVED AS TO FORM:

By:  5/17/99
Assistant Chief County Counsel

DISTRIBUTION: Auditor-Controller
Risk Management
Contractor
Public Works

WBW:mg
INDCNFED.DOC/SOEM

455
TRANSMITTAL

101 Ygnacio Valley Road, Suite 105, Walnut Creek, CA 94596 USA Telephone: **(925)** 472-8600
E-mail: **sf@b-t.com** Web: www.b-t.com Fax: **(925)** 472-8602

DATE: 1999 May 12

Our Ref: 1475

TO: Santa Cruz County - Public Works Dept.
701 Ocean Street, Room 410
Santa Cruz, CA 95060-4070
Phone: 831-454-2160

ATTN: Bill Williamson

RE: Soquel Drive Bridge Replacement

[illegible]

CC:

BUCKLAND & TAYLOR LTD.

Per: Paul Goryl, P.E.

ACORD

CERTIFICATE OF LIABILITY INSURANCE

CSR SH
BUCTA-1

DATE (MM/DD/YY)

04/19/99

PRODUCER

Hurley, Atkins & Stewart, Inc.
1800 Ninth Ave., #1500
Seattle WA 98101

Sheri Huntington

Phone No. 206-682-5656 Fax No.

INSURED

Buckland & Taylor LTD
c/o Metrix Prof Ins Brokers
Box 15, #1350, 1140 W. Pender
Vancouver BC, Canada V6E4GI

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.

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COMPANIES AFFORDING COVERAGE

COMPANY A St Paul Fire & Marine Ins Co

COMPANY B

COMPANY C

COMPANY D

COVERAGES

THIS IS TO CERTIFY THAT 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. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY	RP06645962	11/27/98	11/27/99	GENERAL AGGREGATE \$ 3,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				PRODUCTS-COMP/OPAGG \$ 2,000,000
	<input type="checkbox"/> CLAIMSMADE <input checked="" type="checkbox"/> OCCUR				PERSONAL & ADV INJURY \$ 1,000,000
	<input type="checkbox"/> OWNER'S & CONTRACTOR'S PROT				EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> Per Project Agg				FIRE DAMAGE (Any one fire) \$ 1,000,000
					MED EXP (Any one person) \$ 5,000
A	AUTOMOBILE LIABILITY	RP06645962	11/27/98	11/27/99	COMBINED SINGLE LIMIT \$ 1,000,000
	<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE \$
	<input checked="" type="checkbox"/> HIRED AUTOS				
	<input checked="" type="checkbox"/> NON-OWNED AUTOS				
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$
	<input type="checkbox"/> ANY AUTO				OTHER THAN AUTO ONLY: \$
					EACH ACCIDENT \$
					AGGREGATE \$
	EXCESS LIABILITY				EACH OCCURRENCE \$
	<input type="checkbox"/> UMBRELLA FORM				AGGREGATE \$
	<input type="checkbox"/> OTHER THAN UMBRELLA FORM				\$
	WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY				WC STATU- TORY LIMITS OTH- ER
	THE PROPRIETOR/ PARTNERS/EXECUTIVE OFFICERS ARE: <input type="checkbox"/> INCL <input type="checkbox"/> EXCL				EL EACH ACCIDENT \$
					EL/DISEASE - POLICY LIMIT \$
					EL DISEASE - EA EMPLOYEE \$
	OTHER				

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

RE: Seismic Retrofit for Bridges in Santa Cruz County CA
The certificate holder is an additional insured on the General Liability,
but only as respects work performed by the named insured.

CERTIFICATE HOLDER

SANCO-4

Santa Cruz County
Attn: Patrice Johnson
701 Ocean Street, Room 410
Santa Cruz CA 95060-4070

CANCELLATION

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

AUTHORIZE REPRESENTATIVE
Sheri Huntington

ON FILE WITH CLERK

457

SANTACRUZCOUNTY

**SOQUEL DRIVE BRIDGE
REPLACEMENT PROJECT**

COST PROPOSAL

1999 MARCH 18

B&T Ref.: 1475

BUCKLAND &TAYLOR LTD.

101 Ygnacio Valley Rd., Suite 105
Walnut Creek, CA 94596
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