



# County of Santa Cruz

0475

## DEPARTMENT OF PUBLIC WORKS

701 OCEAN STREET, ROOM 410, SANTA CRUZ, CA 95060  
(631) 454-2160 FAX (831) 454-2385 TDD (831) 454-2123

JOHN A. FANTHAM  
DIRECTOR OF PUBLIC WORKS

AGENDA: SEPTEMBER 21, 1999

September 10, 1999

### SANTA CRUZ COUNTY BOARD OF SUPERVISORS

701 Ocean Street  
Santa Cruz, California 95060

SUBJECT: KINGS CREEK ROAD BRIDGE REPLACEMENT PROJECT  
STATE BRIDGE NO. 36C-0064 (POST MILE 0.60)  
FEDERAL PROJECT NO. BRLOZE-5936 (03 1)

#### Members of the Board:

The Kings Creek Road Bridge at Post Mile (PM) 0.60, which spans Kings Creek just north of Boulder Creek, had been designated as one of the County's Seismic Retrofit Program bridges. However, after the bridge was severely damaged during the 1998 El Niño storms, Public Works determined that the structure was beyond retrofitting and requested that the Federal Highway Administration (FHWA) and the California Department of Transportation (CALTRANS) allow the bridge to be reconstructed under the Federal Highway Bridge Replacement and Rehabilitation (HBRR) Program. The state then approved this request and increased the funding allocated for this project as a high-priority site.

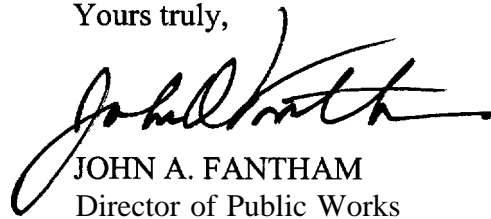
Attached for your Board's review and approval is an Independent Contractor Agreement between the County and Biggs Cardosa Associates Inc., (BCA) of San Jose, California. The agreement calls for BCA to prepare construction plans, specifications, and the construction estimate for the subject location. The negotiated contract agreement is proposed for a not-to-exceed amount of \$99,130.00. In order to proceed with this bridge design so that construction may begin in the spring of 2000, BCA was selected from an existing list of qualified bridge design firms established following earlier "Request for Proposal" (RFP) submittals for major bridge projects.

Funding for this project was included in the approved 1999/2000 Road Program using the following two federal funding sources: the 100 percent Seismic Retrofit Program funding share previously allocated at \$295,000, which will remain with the subject project, and the standard 80 percent HBRR reimbursement of all remaining eligible project costs.

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

1. Approve the attached Independent Contractor Agreement with BCA, Inc., for engineering design services for the Kings Creek Road Bridge Replacement Project at PM 0.60 for a not-to-exceed cost of \$99,130.00.
2. 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: Biggs Cardosa Associates, Inc.  
Bill Tyler, CALTRANS Local Assistance  
Public Works

KGM

COUNTY OF SANTA CRUZ  
REQUEST FOR APPROVAL OF AGREEMENT

0477

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

FROM: PUBLIC WORKS (Dept.)  
*[Signature]* (Signature) 9/9/99 (Date)

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

- Said agreement is between the COUNTY OF SANTA CRUZ (Agency)  
and BIGGS CARDOZA AND ASSOCIATES  
1871 THE ALAMEDA, SUITE 200, SAN JOSE, CA 95126 (Name & Address)
- The agreement will provide FOR ENGINEERING SERVICES FOR THE DESIGN OF THE KINGS CREEK  
ROAD BRIDGE AT PM 0.60
- The agreement is needed, BECAUSE THE WORK CAN BE PERFORMED MOST EXPEDITIOUSLY  
AND ECONOMICALLY BY CONTRACT
- Period of the agreement is from award of contract to June 30, 2000
- Anticipated cost is \$ 99,130.00 (Fixed amount; Monthly rate; Not to exceed)
- Remarks: CONTRACT \$99,130; OVERHEAD (7%) \$6,939.10; TOTAL \$106,069.10
- Appropriations are budgeted in 621100 !40230! 3590! (Index#) 3590 (Subject)

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

Appropriations are available and will be encumbered. Contract No. CO 91936 Date 9/9/99

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

Remarks: \_\_\_\_\_ (Analyst)  
County Administrative Officer  
By [Signature] Date 9/13/99

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

WBW:mq

- Distribution:
- Bd. of Supv. - White
  - Auditor-Controller - Blue
  - County Counsel - Green
  - Co. Admin. Officer - Canary
  - Auditor-Controller - Pink
  - Originating Dept. - Goldenrod

\*To Orig. Dept. if rejected.

State of California )  
County of Santa Cruz ) ss  
I \_\_\_\_\_ ex-officio Clerk of the Board of Supervisors of the County of Santa Cruz,  
State of California, do hereby certify that the foregoing request for approval of agreement was approved by  
said Board of Supervisors as recommended by the County Administrative Officer by an order duly entered  
in the minutes of said Board on \_\_\_\_\_ County Administrative Officer  
\_\_\_\_\_ 19 \_\_\_\_\_ By \_\_\_\_\_ Deputy Clerk

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 BIGGS CARDOSA & ASSOCIATES, hereinafter called CONTRACTOR. The parties agree as follows:

1. DUTIES. CONTRACTOR agrees to exercise special skill to accomplish the following results: Provide plans and specifications for replacement of bridge crossing Kings Creek (State BR No. 36C-0064). See Attachment No. 1.
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 \$99,130.
3. TIME OF BEGINNING AND COMPLETION. Time of beginning and completion shall be as described: Upon date of "Notice to Proceed" through June 30, 2000.

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

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

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

A. Any and all claims, demands, losses, damages, defense costs, or liability of any kind or nature which COUNTY may sustain or incur or which may be imposed upon it for injury to or death of persons, or damage to property as a result of, arising out of, or in any manner connected with, or caused, or claimed to be caused, by the willful misconduct or negligent acts, errors or omissions of the CONTRACTOR, and its agents, officers, or employees in performing the work or services herein, and all expenses of investigating and defending against same; provided, however that the 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

*[Handwritten signatures and initials over the text]*

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. 0480

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

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

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

BILL WILLIAMSON  
County of Santa Cruz Public Works  
701 Ocean Street, Room 410  
Santa Cruz, CA 95060.

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

BILL WILLIAMSON  
County of Santa Cruz Public Works  
701 Ocean Street, Room 410  
Santa Cruz, CA 95060

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

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

B. If this Agreement provides compensation in excess of \$25,000 to CONTRACTOR the CONTRACTOR shall, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, ancestry, physical or mental disability, medical condition (cancer related), marital status, pregnancy, sex, sexual orientation, age (over 18), veteran status or any other non-merit factor unrelated to job duties.

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 4012) identifying the sex, race, physical or mental disability and job classification of its employees and the names, dates and methods of advertisement and direct solicitation efforts made to subcontract with Minority/Women/Disabled Business Enterprises.

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

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

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.

0482

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 to the plans and specifications without the prior written authorization of the CONTRACTOR.

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

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

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

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

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

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

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

22. CERTIFICATION BY CONTRACTOR AND BY COUNTY. At the time of execution of this agreement, the CONTRACTOR shall execute Attachment No. 3, “Certification of Consultant” and the COUNTY shall execute Attachment No. 4, “Certification of Local Agency.”

23. ATTACHMENTS. This Agreement includes the following attachments:

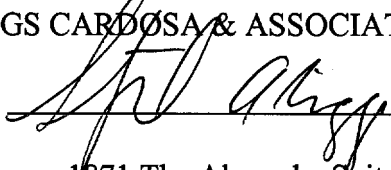
- Attachment No. 1 - Scope of Work
- Attachment No. 2 - Disadvantaged Business Enterprises (DBE) Consultant Contractor Requirements
- Attachment No. 3 - Certification by Consultant
- Attachment No. 4 - Certification by Local Agency

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

COUNTY OF SANTA CRUZ

CONTRACTOR  
BIGGS CARDOSA & ASSOCIATES, INC.

By: \_\_\_\_\_  
Director of Public Works

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

Address: 1871 The Alameda, Suite 200  
San Jose, CA 95126

Telephone: (408) 296-55 15

APPROVED AS TO FORM:

By:  \_\_\_\_\_  
Assistant & County Counsel

DISTRIBUTION: Auditor-Controller  
Risk Management  
Contractor  
Public Works

SW:mg

1871 The Alameda, Suite 200  
San Jose, CA 95126-1752  
Telephone 408-296-5515  
Facsimile 408-296-8114

June 17, 1999  
Revised August 4, 1999  
12536-97

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

Subject: Proposal to Provide Engineering Services for the Design of the  
Kings Creek Road Bridge, State Bridge No. 36C-0064

Dear Bill:

Biggs Cardosa Associates, Inc. is pleased to submit our proposal to provide engineering services for the subject project. This proposal includes our scope of work and fee proposal and proposal from our subconsultants as well as our charge rate schedule. We understand that this project will require the preparation of construction plans, specifications, and estimates for the above bridge replacement in conjunction with the Federal Highway Bridge Replacement and Rehabilitation Program.

Biggs Cardosa Associates, Inc. is a California corporation that provides professional consulting services in the specialized field of structural engineering. Biggs Cardosa Associates, Inc. offers structural engineering design and inspection services to public agencies, professional engineers, and architects on a wide variety of projects including bridges, box culverts, tunnels, and pumping stations. We specialize in the design, modification, rehabilitation, and seismic retrofit of bridges and other structures for transportation related projects.

In addition to our vast experience in bridge design, Biggs Cardosa Associates, Inc. offers extensive experience in managing projects where coordination of field surveys, geometric layout, hydraulic engineering, preparation of geotechnical investigations, utility relocation, and general civil design are required. This extensive experience in structural design and coordination of the various disciplines of a project team required for a complete project design provides Biggs Cardosa Associates, Inc. with the expertise to provide the structural, civil, traffic engineering services that are anticipated for this project. If required, we can also provide geotechnical and hydraulic engineering services.

Biggs Cardosa Associates, Inc. is especially qualified to provide the engineering services on this project due to our current and completed work on numerous HBRR bridge replacement projects, and widening or seismic retrofit of bridges over estuaries, rivers, irrigation canals, and other bodies of water. Many of these projects were funded through the HBRR program. In addition, our Project Manager, Ms. Mahvash Harms, has prepared PS&E for many HBRR bridge replacement projects for various local agencies. Two of her recent HBRR projects are the Rogge

County of Santa Clara  
 Revised August 4, 1999  
 Page 2

Lane Bridge over Pajaro River in Santa Cruz County and the seismic retrofit and widening of the Guadalupe River Bridge at Trimble Road for the City of San Jose.  
 Biggs Cardosa Associates, Inc. selected subconsultants and their associated requested fee is as follows:

<b>Name of Firm</b>	<b>Services to be Provided</b>	<b>DBE Certificate No.</b>	<b>Fee</b>	<b>Total Fee with 10% Mark Up</b>
Biggs Cardosa Associates	Project Management Structural Engineering		\$57,000	\$57,000
MacKay & Soms	Civil Engineering Surveying		\$22,300	\$24,530
Parikh Consultants	Geotechnical Investigation	CT-020259	\$10,200	\$11,220
Schaaf & Wheeler	Hydrology / Hydraulics		\$5,800	\$6,380
<b>Total Requested Fee</b>				<b>\$99,130</b>

Should you have any questions or require any additional information, please do not hesitate to call.

Sincerely,

BIGGS CARDOSA  
 ASSOCIATES, INC.



Mahvash M. Harms  
 Associates

MMH:ym

COUNTY OF SANTA CRUZ

KINGS CREEK BRIDGE AT P.M. 0.60  
STATE BR. NO. 36C-0064, COUNTY BR. NO. 43026-BR. 0.6

SCOPE OF SERVICES

SCOPE OF SERVICES      The following Tasks are included in our Scope of Services:

- 0                      Project Management
- Phase I:            Preliminary Engineering
- Phase II:           Final Design
- Phase III:          Construction

0.      ***PROJECTMANAGEMENT***

Project Management includes the supervision and scheduling of project staff, review of work prepared by staff and subconsultants, project coordination, client liaison and the monitoring of the schedule and the budget. Also included in this Task is the preparation of project reports and attendance at meetings with the staff of the County of Santa Cruz to receive input and discuss and review the project during its critical design periods.

0.1    Project Initiation

Upon receipt of notice to proceed, a project kick-off meeting will be held to finalize the project scope , the approach, the goals and the schedule. Items to be addressed include a review of the key issues associated with the project, a description and clarification of the approach required to respond to these issues, a discussion of potential County, State and Federal and other permits which may be required for the project and the verification of the project milestone dates.

0.2    Coordination Meetings

To facilitate comprehensive input from the County during the critical design periods, the Consultant's Project Manager and selected Team Members will attend Coordination Meetings with staff members.

0.3    Design Review Meetings

The Consultant's Project Manager and selected Team Members will attend design review meetings with County staff which will be schedule to coincide with the completion of the preliminary design, and final design phases.

0.4 Permits

In required, Biggs Cardosa Associates will provide assistance to the County of Santa Cruz in obtaining permits from regulatory agencies such as the Department of Fish and Game and the Army Corps of Engineers. Obtaining necessary permits from regulatory agencies is usually the most critical task in the project schedule due to long review periods. Biggs Cardosa Associates will assist the County in the design phase in order to meet the project schedule, including excavation and fill estimates and consultation regarding anticipated construction activities. Typical requirements from the Department of Fish and Game include some biomitigation measures.

0.5 Community Meetings

Biggs Cardosa Associates will participate in a community meeting, if necessary.

**1. PHASE I: PRELIMINARY ENGINEERING**

**1.1 DATA COLLECTION**

The County will research records and supply the Consultant with copies of documents and plans of any future street or utility plans for review and incorporation into the bridge plans.

**1.2 GEOTECHNICAL INVESTIGATION**

Biggs Cardosa Associates will cause a sub-surface exploration and investigation report to be prepared which will provide recommendations including but not limited to the following:

1. Foundation information including size, capacity and elevations;
  2. Earthquake design criteria, including foundation stiffness coefficients for modeling the bridge response to seismic forces;
  3. Lateral earth pressures on abutment and wing walls;
  4. Settlement considerations;
  5. Earthwork;
  6. "R" values for design of street structural section (if required);
  7. Construction considerations such as de-watering and temporary slope inclination.
- The Geotechnical Report will be submitted with the Preliminary Report.

### **1.3 FIELD SURVEYS FOR BRIDGE DESIGN (by County and Consultant)**

Consultants will utilize the existing topographic map prepared by the County and will perform any supplemental Field Survey to prepare a topographic map to be used for the bridge design. Map is to include but not be limited to the following:

1. Location of underground utilities (vertical and horizontal);
2. Cross-sections of channel up-stream and down-stream of the bridge at 25-foot intervals for a minimum distance of 100-feet;
3. Cross-section of the street on either side of the bridge a 25-foot intervals for a minimum distance of 100-feet;
4. Obtain Owner's permission and topo properties affected by future bridge construction.

### **1.4 PRELIMINARY RIGHT-OF- WA Y MA Y (by County)**

The County will provide services for the preliminary right-of-way acquisition. This may include research and boundary survey and to prepare a proposed right-of-way drawing to indicate required right-of-way areas and to compare to the existing right-of-way information.

### **1.5 HYDRAULICS REPORT**

The Consultant will prepare a location Hydraulics Study and Bridge Hydraulics Study Report, completed to Caltrans' requirements. A Preliminary Report should be submitted with the Preliminary Design Report. The Final Report should be submitted with the 95% submittal.

### **1.6 ENVIRONMENTAL DOCUMENTS (by County)**

The County will provide Environmental Documents. County will provide Mitigation Plans for the bridge. Coordination as required may be necessary with agencies such as the County of Santa Cruz, the State Historical Preservation Officer, the U.S. Fish and Wildlife and the California Fish and Game Resource Protection. Consultant will show on the plans the limits of disturbance and the size and type of any significant trees which will have to be removed.

### **1.7 PRELIMINARY DESIGN REPORTS**

Upon completion of data gathering, investigation and analysis, a Preliminary Design Report and type selection will be prepared by Biggs Cardosa Associates. The Report shall summarize the findings and provide a conclusion and shall recommend the design and improvements for the project. Preliminary plans of all major features of the project

shall be provided so that the County will have a clear understanding of the proposed improvements.

A preliminary cost estimate of the proposed improvements shall be provided by Biggs Cardosa Associates. The Preliminary Report shall state the property acquisition requirements for the bridge. A type selection meeting will be arranged if necessary.

## 2. PHASE II: FINAL DESIGN

### 2.1 CONSTRUCTION DOCUMENTS

Based on the approved Preliminary Design Report, Construction Documents for the bridge will be prepared by Biggs Cardosa Associates. The Construction Documents package will include specifications and construction plans and will conform to Santa Cruz County's and Caltrans' Standards with Federal requirements. Final design calculations and a construction cost estimate will also be prepared and submitted for County staffs review for the bridge.

Biggs Cardosa Associates will coordinate and incorporate any utility agency's future needs, if any, in the bridge. The Consultant will design all channel transitions or alterations that may be required and will design all street transitions to the bridge.

The bridge design and plans shall conform to Caltrans' standards. The design live load shall be to AASHTO HS20-44, and all work can be done using the metric system if required.

Four submittals will be made during the preparation of the Construction Documents as follows:

- When the documents are 30% complete;
- When the documents are 65% complete;
- When the documents are 95% complete;
- When the final documents are complete.

Each submittal will incorporate the review comments from the previous submittal of the County staff as well as those of all other reviewing agencies.

### 2.2 RIGHT-OF- WA YACQUISTION SERVICES (by County)

The County will provide services for the right-of-way acquisition. This may include the preparation of appraisal maps, right-of-way maps or recordings of record maps and legal descriptions as necessary. The County or its agent will also make contact with the



property owners for the purpose of acquiring property rights to accommodate construction.

### 3. **PHASE III: CONSTRUCTION (Not included in this fee proposal)**

#### 3.1 **BIDDING PERIOD SERVICES**

Upon County's request, Biggs Cardosa Associates will answer any questions regarding the contract documents.

#### 3.2 **CONSTRUCTION SUPPORT**

Upon County's request, Consultant will provide a fee to provide support to both the Construction Engineer and the Contractor during the construction phase of the project. The Consultant will be available to interpret plans, revise designs, check and approve shop drawings and make site visits as required during construction. Biggs Cardosa Associates can also provide full construction engineering if required.

### **WORK NOT INCLUDED**

This proposal does not include tasks identified as not included in the scope of work:

1. Levee slope protection plans except as required to protect bridge foundations.
2. Landscaping and street lighting design.
3. Feasibility or planning studies for future channel flood control improvement.
4. Design of temporary or permanent channel mitigation measures including debris racks, energy dissipaters, fish ladders, low flow channel, and temporary diversion dams (except for permitting exhibits).
5. Testing for hazardous materials.
6. Handling and disposal of hazardous materials.
7. Preparation of environmental mitigation plans if required by the environmental studies.
8. Right-of-way engineering and acquisition services.

### **MATERIALS, INFORMATION AND DATA TO BE PROVIDED BY THE COUNTY**

1. Available pertinent information, data and reports of the surrounding area, such as adjacent project plans, report, specifications, etc.

### **WORK PERFORMED BY THE COUNTY**

The COUNTY will perform tasks as identified in scope of work and the following:

1. Review and Comment

---

*County of Santa Cruz  
Kings Creek Road Bridge*

2. Project Approval
3. Preparation and execution of utility agreements
4. Record right-of-way deeds or plats or surveys
5. Preliminary Title Reports
6. Updated Title Reports
7. Right-of-Way Certification
8. PS&E Approval
9. Construction Permitting
10. Advertise for Bids
11. Award of Construction Contract
12. Advertising and bidding administration
13. Resident engineering
14. Construction inspection
15. Process right of entry requests for surveying and subsurface exploration
16. Process location for community meetings

Please refer to the following pages for our fee and subconsultant's fee proposal for this project.

**KINGS CREEK BRIDGE AT KINGS CREEK ROAD**

**STATE BRIDGE NO. 36C-0064**

**COUNTY OF SANTA CRUZ**

**DEPARTMENT OF PUBLIC WORKS**

**BIGGS CARDOSA ASSOCIATES**

**JUNE 17, 1999**

**K:\mmh\kingscr.xls**

Staff Person-Hour Breakdown: Biggs Cardosa Associates, Inc.											
Task	Project Management			Bridge Design Team			QA/QC		Support		Total Hours and \$
	SAB	MMH	PET	MMH	GPK	JMB	DBD	TSA	Drafter	Admin	
	Principal-In-Charge	Project Manager	Project Administrator	Team Leader	SR Project Engineer	Staff Engineer	Team Leader	Assist. Engineer	CADD Drafting	Clerical Services	
PROJECT MANAGEMENT	8	60	16		12					24	120
35% SUBMITTAL	4			48	24	48			12		136
65% SUBMITTAL	4			24	48	44			64		184
INDEPENDENT CHECK	2			8			16	32			58
95% SUBMITTAL	2			28	24	24	4		12		94
FINAL SUBMITTAL	2			12	12	24			8		58
Subtotal Design Phase Hours	22	60	16	120	120	140	20	32	96	24	650
Subtotal Design Phase Budget	\$2,970	\$6,900	\$1,360	\$13,800	\$10,200	\$9,240	\$2,300	\$1,920	\$5,952	\$1,104	\$55,746
Total Hours	22	60	16	120	120	140	20	32	96	24	650
Hourly Rate	\$135	\$115	\$85	\$115	\$85	\$66	\$115	\$60	\$62	\$46	
Reimbursable											\$1,254
Total Budget	\$2,970	\$6,900	\$1,360	\$13,800	\$10,200	\$9,240	\$2,300	\$1,920	\$5,952	\$1,104	\$57,000

8/21/99

0493

1871 The Alameda, Suite 200  
San Jose, CA 95126-1752  
Telephone 408-296-5515  
Facsimile 409-296-5114

**CHARGERATESCHEDULE**

Principal	\$135.00/hr.
Associate Engineer	115.00
Engineering Manager	100.00
Project Administrator	<b>85.00</b>
Senior Engineer	<b>85.00</b>
Project Engineer	<b>75.00</b>
Staff Engineer	<b>66.00</b>
Assistant Engineer	<b>60.00</b>
Junior Engineer	<b>52.00</b>
Senior Computer Drafter	<b>62.00</b>
Computer Drafter	<b>54.00</b>
Junior Computer Drafter	<b>48.00</b>
Secretarial Services	<b>46.00</b>
Subconsultants	cost Plus 10%
Expenses	cost Plus 15%
In-House CADD Plots	\$16.00 each

Charge Rates Applicable through October 01, 1999

0495

# MACKAY & SOMPS

INFRASTRUCTURE GROUP

CIVIL ENGINEERING PLANNING LAND SURVEYING

**SUBCONTRACTOR TO-**

Mahvash M. Harms

**Biggs Cardosa Associates, Inc.**

1871 The Alameda, Suite 200

San Jose, CA., 95126

11959-01

August 4, 1999

Re: **Kings Creek Bridge at P.M. 0.60**

On Kings Creek Road

Santa Cruz County; Calif.

Dear Mahvash:

We have modified our fee estimate for the referenced project based on our conference call with Steve Wiesner and review of the provided digital files and plotted field data for the project. Additionally it is our understanding that the County will assume full responsibility for said data and will provide and/or perform all right-of-way related services for the project. The scope of services to be performed by our firm shall include the following however other services can be provided if desired or needed:

- Right of way record research
- Field surveys including:
  - Facilitate data transfer and formatting
  - Supplemental topography surveys
  - Locate known existing overhead and underground utilities
  - Potholing at 2 locations, if required.
- Preliminary and final design services for roadway transition improvements to planned bridge structure including special provisions and quantity/construction cost estimates. Assumes submittals documents at 30, 65, 95, and 100% completion. Traffic handling plans for two construction phases are anticipated.

Our estimated fee for the above designated services is detailed on the attached spread sheet. Said fee estimate is based on the previously provided Hourly Rate Fee Schedule effective April 1999. Please call if you have any questions or need additional information.

Very truly yours,  
**Mackay & Somp**  
**Infrastructure Group**

Ben B. White, Proj. Mgr.

Encl.: Fee Estimate and Topo plot

cc: Ken Giberson

— SINCE 1953 —

1955 THE ALAMEDA SAN JOSE, CALIFORNIA 95126-1484 PHONE (408) 985-0960 FAX (408) 985-8668  
OFFICES: PLEASANTON RENO / SPARKS ROSEVILLE SACRAMENTO SAN JOSE SAN RAMON

11/78





# PARIKH CONSULTANTS, INC.

Offices: Milpitas . Fremont . Sacramento . Walnut Creek  
 481 Valley Way, Bldg. 1, Milpitas, CA 95035-4016  
 (408) 945-1012 . Fax: (408) 945-1012

**SUBCONTRACTOR TO :**

**Biggs Cardosa Associates**  
 1871 The Alameda, Ste. 200  
 San Jose, CA 95126

. Geotechnical  
 . Environmental  
 . Materials Testing  
 . Construction Inspection

June 15, 1999  
 PR 1749.99

Attn: Ms. Mahvash M. Harms

Subject: Cost Proposal - Geotechnical Engineering Investigation Report for the proposed Kings Creek Bridge at (P.M. 0.60) Kings Creek Road, (BR # 36C-0064) in Santa Cruz County

Dear Ms. Harms:

As per your request, we are pleased to submit this cost proposal to provide the necessary geotechnical engineering services to aid in the design of the proposed project. We have the experience in working on Caltrans bridge projects and local knowledge of the subsurface conditions. We have previously drilled the site at Kings Creek Bridge #36C-0066. In general our services will include preparing a Foundation Report for the proposed bridge structure.

## PROPOSED CONSTRUCTION

The proposed project will consist of building a single span bridge structure about 20 m long. It is anticipated that the foundations will consist of spread footings or relatively shallow piles. This will depend upon the foundation loads, specific subsurface conditions and the uplift resistance required for seismic conditions. Also the local scour conditions at the abutment, environmental constraints and construction staging, may dictate the foundation selection. Therefore at this stage it should be prudent to assume that either a spread footing or a pile foundation may be required.

## SCOPE OF WORK

Our investigation for the proposed project will include subsurface exploration, soil sampling, laboratory testing, design recommendations, design consultation and preparation of geotechnical engineering report.

Based on the available information, we anticipate drilling 2 borings up to a depth of about 20 m maximum. This is generally required as per Caltrans guidelines. We will use any readily available information and records from the client. We do not anticipate any special permit requirements or traffic control measures.

**Task 1.0     FOUNDATION REPORT**

A foundation investigation report will be prepared to provide design recommendations for the proposed bridge structure.

Task 1.1 - Research and Review data: We do not anticipate needing any encroachment permit for this project. We will review readily available data for the project site such as any previous geotechnical reports in the project vicinity, as-built plans etc.

Task 1.2 - Field Exploration: We anticipate drilling 2 borings, up to a depth of 15 m to 20 m at each of the abutment location. The final depth will depend upon the rock condition and may be shallower if refusal is encountered. The boring locations will depend upon the access control, utility clearances and the permit requirements. We will coordinate our field work with the County.

Classify and continuously log subsurface soil conditions encountered in each test boring at the time of drilling. Obtain "relatively undisturbed" and bulk samples of substrata from test borings.

Task 1.3 - Laboratory Testing: Perform laboratory tests on representative soil samples including moisture density, gradation analyses, plasticity index, direct shear, unconfined compression, corrosion tests, etc. as necessary.

Task 1.4 - Soils Analysis/evaluation: Perform engineering analyses and develop design recommendations for the support of vertical and lateral loads, for the proposed bridge structure.

Preliminary Soils Recommendations: Prepare a memo including preliminary soil design parameters and recommendations for lateral loads, foundation types, including bearing capacities and anticipated tip elevations for piles.

Task 1.5 - Prepare Foundation Report: Prepare detail report for the bridge structure including design recommendations for foundation types and pile tip elevations, information on groundwater conditions, allowable bearing capacity and other information needed to evaluate the selected foundation.

Discuss seismic considerations, evaluate the liquefaction potential and comment on the site soil conditions from this standpoint. Information



Biggs Cardoso Assoc.  
PR 1749.99  
June 15, 1999  
Page 3

related to Caltrans Seismic design criteria such as depth to rock-like material and peak rock acceleration (ATC-32) shall be provided.

The report will be prepared in accordance with Caltrans guidelines, documenting the work performed, physical data acquired and geotechnical design recommendations.

Using the general plan as a base map, we will provide Log of Test Borings in accordance with Caltrans standards.

Task 1.6 - Design Review Consultation during design review process.

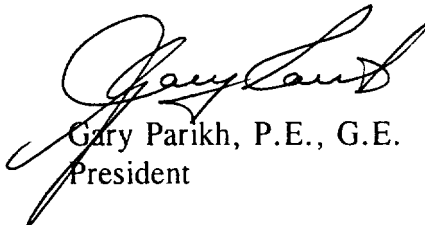
### COST ESTIMATE

Based on the above scope of work and the attached man-hours & cost breakdown sheet, we propose to provide our services for \$ 10,056.21 for the Foundation Report for the bridge structure. Because of the nature of this project, the individual estimates may vary between different categories. If the scope of work is modified subsequently, the estimates may be revised.

Warranty: In performing our professional services, our findings will be obtained and our recommendations made in accordance with generally accepted engineering principles and practices. This warranty is in lieu of all other warranties, either expressed or implied.

We are looking forward to assisting you on this project. If you have any questions regarding this proposal, please feel free to contact our office at your convenience.

Very truly yours,  
**PARIKH CONSULTANTS, INC.**

  
Gary Parikh, P.E., G.E.  
President

Attachment: 1. Man-hours & Cost Breakdown for Foundation Report

78

06/16/99

**PARIKH CONSULTANTS, INC.**

Job No: PR 1749.99  
 Client: Biggs Cardosa Associates / Santa Cruz County  
 Project: Kings Creek Bridge, Santa Cruz County (BR # 36C-0064)  
 Task: Foundation Report

Permitting Util. Clear	Field Exploration	Laboratory Testing	Analyses & Type Selection	Foundation Report	Consultation & Review
---------------------------	----------------------	-----------------------	------------------------------	----------------------	--------------------------

PERSONNEL	UNIT RATE	HOURS	SUB-TOTALS	Task 1.1	Task 1.2	Task 1.3	Task 1.4	Task 1.5	Task 1.6						
				HR	COST	HR	COST	HR	COST	HR	COST				
1. Project Manager	53.75	Id. 0	537.50	0.00	0.0	0.00	0.00	2.0	107.50	6.0	322.50	2.0	107.50		
2. Project Soils Engineer	33.65	32.0	1076.80	0.00	0.00	0.00	0.00	12.0	403.80	20.0	673.00	0.0	0.00		
3. Asst. Proj. Engineer	23.10	18.0	415.80	0.00	0.00	0.00	0.00	8.0	184.80	10.0	231.00				
4. Staff/Field Engineer	23.10	26.0	600.60	4.0	92.40	12.0	277.20	0.00	0.00	4.0	92.40	6.0	138.60		
15. Sr. Technician	25.00	20.0	500.00			0.00	20.0	500.00			0.00				
6. Engineering Draftsperson	17.00	8.0	136.00						0.00	8.0	136.00		0.00		
7. Clerical	14.00	2.0	28.00							2.0	28.00		0.00		
DIRECT LAB-OR		116.00	3,266.70	4.0	92.40	12.0	277.20	20.0	500.00	26.0	788.50	50.0	1501.10	2.0	107.50
OVERHEAD + FRINGES (100% + 20% = 120% of direct labor)			3,920.04		110.88		332.64		600.00		946.20		1801.32		129.00
FIXED FEE (10% of labor + overhead + fringes)			718.67		20.33		60.98		110.00		173.47		330.24		23.65
Labor Subtotal			<b>\$7,905.41</b>												
OTHER DIRECT COSTS															
1. Travel Mileage	\$0.300	160.0	48.00	80.0	24.00	80.0	24.00		0.00						0.00
2. CAD	\$9.00	0.0	0.00			0.0	0.00			0.0	0.00	0.00	0.00		
3. Drilling Costs (2 borings) *	\$150.00	10.0	1500.00			10.0	1500.00								
4. Grouting of holes	\$4.00	120.0	480.00			120.0	480.00								
5. Traffic Control	\$0.00	0.00	0.00			0.00	0.00								
6. Reproduction	\$70.00	1.0	70.00						0.00		70.00				
7. Handling Charge-	10.00	0.00	164.60		1.80		148.60				7.20				
MILESTONE SUBTOTALS					249.41		2,823.42		1,210.00		1,908.17		3,709.86		260.15
OTHER DIRECT COST			<b>\$2,262.60</b>												
PROJECT TOTAL COSTS (LABOR AND DIRECT COST)			<b>\$10,168.01</b>												

\* Two borings up to 20 m deep.

6/16/99

0500

**Schaaf & Wheeler**  
CONSULTING CML ENGINEERS

0501

James R. Schaaf, PE  
Kirk R. Wheeler, PE  
David A. Foote, PE  
Peder C. Jorgensen, PE

100 N. Winchester Blvd., Suite 200  
Santa Clara, CA 95050  
(408) 246-4848  
FAX (408) 246-5624  
sw@swwsv.com

**Monterey Bay Office**  
200 12th Street  
Suite 200  
Marina, CA 93933  
(831) 582-2648  
FAX (831) 582-2649  
swmb@ihot.com

June 16, 1999

**BIGGS CARDOSA  
ASSOCIATES INC.**

JUN 17 1999

**STRUCTURAL ENGINEERS**

Ms. Mahvash Harms  
Biggs Cardosa Associates  
1871 The Alameda, Suite 200  
San Jose, CA 95126

**Re: King Creek Road Bridge at King Creek, Santa Cruz County**

Dear Mahvash:

Schaaf & Wheeler is pleased to submit this proposal to support your firm for the design of the proposed bridge crossing of King Creek at PM 0.60 of King Creek Road in Santa Cruz County. As we discussed, our responsibilities will be limited to the bridge hydraulic analyses, scour analyses and coordination of bank and pier velocity protection.

Based on our understanding of the proposed project, there has not been a detailed flood insurance study of the reach or prior hydraulics and hydrology studies. The proposed bridge would be a single span or multiple span structure.

We have included a proposed scope of work for your use.

We estimate the level of effort for the bridge hydraulics study would require a budget of \$5800 based on our standard charge rate schedule. We have assumed that you would be responsible for cross section information, if necessary, and topography for the bridge site.

If you have any questions, or require additional information, please call me.

Sincerely,  
SCHAAF & WHEELER

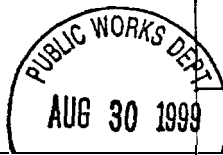


Kirk R. Wheeler, PE  
Principal

# ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)  
08/26/99

PRODUCER  
Dealey, Renton & Associates  
P. O. Box 12675  
Oakland, CA 94604-2675  
510 465-3090



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

INSURERS AFFORDING COVERAGE

504

INSURED  
Biggs Cardosa Associates, Inc.  
1871 The Alameda, Suite 200  
San Jose, CA 95126

INSURER A: American Motorists Ins. Co.  
INSURER B: Security Ins. Co. of Hartford  
INSURER C:  
INSURER D:  
INSURER E:

### COVERAGES

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

INSURANCE TYPE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
<b>A GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC	7JW23564200	03/01/99	03/01/00	EACH OCCURRENCE \$1,000,000 FIRE DAMAGE (Any one fire) \$300,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS-COMP/OP/PAGG \$2,000,000
<b>A AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	7WW27422701	04/15/99	04/15/00	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC AUTO ONLY: AGG \$
<b>EXCESS LIABILITY</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
<b>A WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>	7CW23564207 7CW23564208	09/01/98 09/01/99	09/01/99 09/01/00	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE-EA EMPLOYEE \$1,000,000 E.L. DISEASE-POLICY LIMIT \$1,000,000
<b>B OTHER Professional Liability Ins.</b>	PL514835	03/01/99	03/01/00	\$1,000,000 per claim \$2,000,000 annl aggr.

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

REF: Kings Creek Bridge, State Bridge No. 36C 0064, P.M. 0.6. The County of Santa Cruz, its officials, employees, agents & volunteers are additional insured for work done on their behalf by the named insured as regards general & auto liability insurance.

### CERTIFICATE HOLDER

### ADDITIONAL INSURED; INSURER LETTER:

### CANCELLATION

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

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL NOTIFY THE CERTIFICATE HOLDER BY MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT.

AUTHORIZED REPRESENTATIVE  
DEALEY, RENTON & ASSOCIATES

**DISADVANTAGED BUSINESS ENTERPRISE @BE)  
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:

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

CERTIFICATION OF CONSULTANT

C506

I HEREBY CERTIFY that I am the engineer and duly authorized representative of the firm of BIGGS CARDOSA & ASSOCIATES, INC., whose address is 1871 The Alameda, Suite 200, San Jose, CA 95 126 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.

6/30/99  
(Date)

  
(SIGNATURE OF CONSULTANT)

CERTIFICATION OF LOCAL AGENCY

0507

I HEREBY CERTIFY that I am the Director of the Santa Cruz County Department of Public Works and that the consulting firm of BIGGS CARDOSA & ASSOCIATES, INC., 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.

Sept. 9, 1999  
(Date)

John Fantham  
JOHN A. FANTHAM, DIRECTOR  
DEPARTMENT OF PUBLIC WORKS

ATTACHMENT NO. 4