



THOMAS L. BOLICH
DIRECTOR OF PUBLIC WORKS

0117

County of Santa Cruz

DEPARTMENT OF PUBLIC WORKS

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

AGENDA: MAY 1, 2001

April 19, 2001

SANTA CRUZ COUNTY BOARD OF SUPERVISORS

701 Ocean Street
Santa Cruz, California 95060

SUBJECT: GRAHAM HILL ROAD IMPROVEMENT PROJECT
ROARING CAMP ROAD TO 0.64 SOUTH
DESIGN SERVICES BY CONSULTANT

Members of the Board:

As directed by your Board on March 27, 2001, the Department of Public Works met with the proposed design consultant, Sandis Humber Jones, to revise the contract language (Attachment I) for the Graham Hill Road Improvement Project to incorporate language that will provide for additional public participation in preliminary engineering and environmental work tasks of the project. The proposed revisions are incorporated in the attached scope of services.

In addition, because the work will require essentially two very distinct processes, Public Works requested that the consultant separate the work into two stages of proposed project development. Stage 1 shown within the attached contract is for both the public relations and environmental work tasks. Stage 2 would allow for all other project development work items, including preparation of plans and specifications for the project.

The proposed cost of these services is a not-to-exceed amount of \$332,698.00. Sufficient funding is included in the approved 2000/2001 Road Program using State Transportation Improvement Program revenue.

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

1. Approve the independent contractor agreement with Sandis Humber Jones for engineering and public relations services for a not-to-exceed amount of \$332,698.00.

2. Authorize the Director of Public Works to sign the agreement on behalf of the County.

Yours truly,

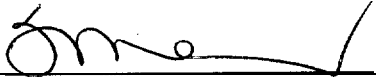


THOMAS L. BOLICH
Director of Public Works

WBW:mg

Attachments

RECOMMENDED FOR APPROVAL:



County Administrative Officer

copy to: Public Works
 Sandis Humber Jones
 Don Miyahara, State of California Department of Transportation
 Santa Cruz County Regional Transportation Commission

Contract No. _____

INDEPENDENT CONTRACTOR AGREEMENT

THIS CONTRACT is entered into this 27TH day of MARCH, 2001, by and between the County of Santa Cruz, hereinafter called COUNTY, and SANDIS HUMBER JONES, hereinafter called CONTRACTOR. The parties agree as follows:

1. DUTIES. CONTRACTOR agrees to exercise special skill to accomplish the following results: PROVIDE PRELIMINARY AND FINAL CIVIL DESIGN FOR THE PREPARATION OF PLANS AND SPECIFICATIONS FOR THE GRAHAM HILL ROAD IMPROVEMENT PROJECT PER ATTACHMENT 1.
 2. COMPENSATION. The County of Santa Cruz shall reimburse the contractor for hours worked specified in the Contractor's Cost Proposal (Attachment 1).
 3. TIME OF BEGINNING AND COMPLETION. Time of beginning and completion shall be as described: FROM BOARD OF SUPERVISOR'S APPROVAL UNTIL COMPLETION.
- The CONTRACTOR shall not commence performance of work or services until this contract has been approved by the COUNTY and notification to proceed has been issued by the County's Contract Manager. No payment will be made for any work performed prior to the approval of this contract.
4. EARLY TERMINATION. The COUNTY reserves the right to terminate this contract upon thirty (30) calendar days written notice to the CONTRACTOR with the reasons for termination stated in the notice.
 5. INDEMNIFICATION FOR DAMAGES TAXES AND CONTRIBUTIONS. CONTRACTOR shall exonerate, indemnify, defend, and hold harmless COUNTY (which for the purpose of paragraphs 5 and 6 shall include, without limitation, its officers, agents, employees and volunteers) from and against:

A. Any and all claims, demands, losses, damages, defense costs, or liability of any kind or nature which COUNTY may sustain or incur or which may be imposed upon it for injury to or death of persons, or damage to property to the extent arising out of, or caused, by negligent acts, errors or omissions of the CONTRACTOR, and its agents, officers, or employees in performing the work or services herein, and including reasonable attorney's fees provided, however that the CONTRACTOR'S duty to indemnify and hold harmless shall not include any claims or liability arising from the 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 CONTRACTORS 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 CONTRACTORS 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 ____ / *TB*

B. Other Insurance Provisions

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

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

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

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

BILL WILLIAMSON
County of Santa Cruz Public Works
70 1 Ocean Street, Room 4 10
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
70 1 Ocean Street, Room 4 10
Santa Cruz, CA 95060

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

A. The CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, color, religion, national origin, ancestry, physical or mental disability, medical condition (cancer related), marital status, pregnancy, sex, sexual orientation, age (over 1 8), 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 1 8), 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 CONTRACTORS 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 judgment that the CONTRACTOR engaged under this Agreement is in fact an independent contractor.

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

10. 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. 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:

Attachment No. 1 - Scope of Work and Fee Schedule

Attachment No. 2 - Disadvantaged Business Enterprises (DBE) Consultant Contractor Requirements

Attachment No. 3 - Certification by Consultant

Attachment No. 4 - Certification by Local Agency

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

COUNTY OF SANTA CRUZ:

By: _____

Director of Public Works

CONTRACTOR:

SANDIS HUMBER JONES

By: _____

Principal

Address: 134 CENTRAL AVENUE
SALINAS, CA 93901

Telephone: (83 1) 757-2927

Fax: (83 1) 757-6876

APPROVED AS TO FORM:

By: _____

Assistant Chief County Counsel

DISTRIBUTION: Auditor-Controller
Risk Management
Contractor
Public Works

WBW :mg

GRAHAM.WPD
INDCNFED .DOC/GRAHAM. WPD

April 10, 2001
 Project No. 400553

Mr. Bill Williamson, P.E.
 County of Santa Cruz, Dept. of Public Works
 701 Ocean Street, Room 410
 Santa Cruz, CA 95060-4070
 831/454-2160 Fax 831/454-2385

RE: GRAHAM HILL ROAD IMPROVEMENT PROJECT

Dear Bill:

Per your request of April 6, 2001, I have revised the Scope of Services into two stages (phases). I have not changed the phase letters (i.e. A, B, etc.) for consistency with previous submittals.

We are enclosing one (1) copy of the following:

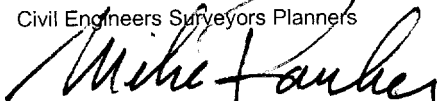
- ◆ Scope of Services – Stage I Environmental / Public Relations
 - Phase C - Public Relations
 - Phase E - Planning / Environmental Assessment
- ◆ Scope of Services - Stage II
 - Phase A - Supplemental Topographic Survey
 - Phase B - Right-of-Way
 - Phase D - Preliminary Design
 - Phase F - Construction Documents
 - Phase G - Construction Support Services

Please note that we have not received the written audit results from Tanya Morning, Caltrans Auditor as of this date.

We look forward to working with you and the community on this project. Please call if you have any questions.

Sincerely,

SANDIS HUMBER JONES
 Civil Engineers Surveyors Planners



Michael Ranker
 Senior Project Manager

MR/kb

Enclosure

File: 040901 bw scope.doc

134 Central Avenue
 Salinas, CA

93901

Tel. (831) 757-2927

Fax (831) 757-6876

Mountain View Office

Tel. (650) 969-6900

Fax (650) 969-6472

Sacramento Office

Tel. (916) 929-9290

Fax (916) 929-9541

Oakland Office

Tel. (510) 873-8866

Fax (510) 873-8868

www.shj-ca.com

COUNTY OF SANTA CRUZ - GRAHAM HILL ROAD IMPROVEMENT PROJECT SCOPE OF SERVICES

0127

PHASE A -SUPPLEMENTAL TOPOGRAPHIC SURVEY

- A1 Review existing site conditions
- A2 Review County provided Railroad, County and Utility company plans or record drawings for improvements and utilities in and around the project area.
- A3 Review County provided topographic survey of the project area. This survey to be prepared at a scale of 1:300 by others. We will utilize the 1:300 scale to prepare improvement plans to meet the County off Santa Cruz requirements.
- A4 Perform spot check of Santa Cruz County provided topographic information (8 hours), and tree locations (8 hours). The location of utility vaults, poles, manholes, valve boxes, meter boxes, catch basins and invert information of storm and sewer facilities will be shown based upon the County field survey. The location of underground lines such as gas, water, electric and any private (on-site) utilities will be shown based upon available agency records. Mechanical detection of underground utilities is specifically excluded.

PHASE B - RIGHT-OF-WAY

- B1 County to provide record maps, monumentation and horizontal control for alignment.
- B2 Santa Cruz County property lines and right-of-way lines based upon record data and/or found monuments determined by field survey. Santa Cruz County to prepare any official record maps for recording.
- B3 Santa Cruz County to provide Title Reports for properties that have right-of-way issues.
- B4 Santa Cruz County to prepare Legal Descriptions and Plats for right-of-way acquisition and/or easements.

PHASE C - PUBLIC RELATIONS

- C1 Review preliminary plan previously prepared by County.
- c2 Sandis Humber Jones, Ingram Group, EMC and others as appropriate will attend meetings with Santa Cruz County staff, present project and any minor revisions and conduct strategy meeting with other team consultants and County regarding any suggestions or recommendations. Particular emphasis shall be given to

discussion and implementing activities which will best encourage public awareness, participation, and dialog related to community issues and concerns to be incorporated in preliminary design, planning and environmental assessment, and construction of the project.

- c3 Ingram Group will conduct initial legally required public informational and scoping meeting with the Graham Hill Road Team (Santa Cruz County, Sandis Humber Jones, EMC Planning Inc., Sampson Engineering Inc., and Biotic Resources Group) to:
- 1) provide information about the proposed project including purpose, need, encouragement and opportunities for meaningful involvement; anticipated work process and time lines; contact information, etc.
 - 2) provide a structure for and encourage comments and dialog about items and issues to be considered in the design and engineering of the project.
- Outreach methods to be initiated prior to and in conjunction with the scoping meeting, intended to provide information and encourage participation, and are anticipated to include:
- 1) early contact/noticing with affected property owners, decision-makers, organizations, businesses/chamber/community leaders, media, and others;
 - 2) flier, news release(s), and display ad in local print media and for community distribution briefly describing the project, announcing the meeting and encouraging participation;
 - 3) targeted personal contact;
 - 4) website information linkage;
 - 5) other informational materials as appropriate and needed for the meeting (ex) map of project area; process and involvement opportunity diagram; anticipated project tasks and time lines.
- c4 Ingram Group will conduct informational workshop prior to release of IS/EA.
- C5 Ingram Group will prepare formal noticing to adjoining property owners (within 500' of project), local agencies (public, utilities), businesses/chamber/ community leaders, clubs or organizations (Sierra Club, Valley Women's Club) and assist in the publication of public notices and newspaper ads in local newspapers (Santa Cruz, Watsonville, San Lorenzo Valley).
In conjunction with the Project Team Ingram Group will:
- 1) prepare legally required formal notice to be mailed by the County to property owners, along with easy to read/understand information about the project and opportunities for and encouraging involvement and comment;
 - 2) prepare legally required public notice and a news release and display ad announcing and describing the project, how the public can participate, etc., for print media.
- C6 Ingram Group will conduct follow-up meetings in the community to inform about project by ads in newspapers, mailers to key leaders/organizations, media contracts.
- c7 All publication/media expenses (newspaper ads, fliers/mailers, T.V., radio, web site, etc.) will be paid by the County.

- C8 Ingram Group will facilitate two community meetings during the preliminary design process. The intent of community meetings is to assure that there is meaningful opportunity for the public to be involved in an awareness, understanding, and input process for the project, particularly at key junctures such as in initial scoping, preliminary design, and planning and environmental phases. Meetings will focus on providing information about the project and identifying community issues and concerns that must be addressed in the project phases (trees, environmental issues, aesthetics, traffic, safety, construction issues). Additional meetings, contact, information news releases/updates, and/or presentations can be conducted as needed or deemed desirable.
- C9 Ingram Group will facilitate two community meetings during construction (one meeting for Phase 1 Timber Harvesting and one meeting for Phase 2 Road Construction).

PHASE D - PRELIMINARY DESIGN

- D1 Sampson Engineering Inc. will mark proposed test boring locations in white paint, and contact Underground Service Alert (USA) at least seven days prior to drilling test borings. In addition, Sampson Engineering Inc. will subcontract a private underground utility locator to assist in clearing proposed test boring locations.
- D2 Sampson Engineering Inc. will subcontract United Rentals - Highway Technologies (formerly Fitzpatrick Barricade and Safety Supply) to provide a "rolling lane closure" for the two day period over which the drilling work will be performed. This will include two traffic control technicians, traffic cones and signs, and flashing arrow boards.
- D3 Sampson Engineering Inc. will perform exploration, classification and sampling of subsurface soils at the following locations:

<u>Location</u>	<u>Description</u>	<u>Depth</u>	<u>#Borings</u>
Lane Centerline	Pavement Section/R-Values	5 feet	5
Retaining Wall	Test boring	15-25 feet	1-2
Fill areas	Test boring	20-30 feet	3-5
<u>Cut area</u>	<u>Test boring</u>	<u>15-25 feet</u>	<u>2-4</u>
		TOTAL =	11-16

Sampson Engineering Inc. will carefully note the existing depth of asphaltic concrete and aggregate base at each test boring location. For the lane center-line borings, a sample of native subgrade soil will be obtained at each location for testing outlined in Item 4. The holes will be backfilled with the soil cuttings and surfaced with compacted "cold patch" asphalt mix at the completion of drilling.

- D4 Laboratory testing of the selected soil samples to determine their relevant engineering properties. This will include Atterberg limits, direct shear, gradation, and other relevant tests. The five selected bulk subgrade soil samples obtained from the road center-line will be tested in accordance with California Method 301 (R-value test).

- D 5 Slope stability analyses will be performed on selected cut and fill embankments. This will assist with determining appropriate slope gradients and required geotextile fabric reinforcement of 1.5:1 or steeper slope sections.
- D6 Preparation of a written report presenting Sampson Engineering Inc.'s findings and conclusions, and providing geotechnical recommendations for: site preparation; grading and compaction; retaining wall foundations and allowable bearing capacities; retaining wall lateral pressures; new pavement sections; backfill requirements for utility trenches; and surface drainage control. This report will include boring logs indicating the soil profile encountered and a site plan showing the test boring locations.
- D7 Three copies of a report presenting Sampson Engineering Inc.'s findings, conclusions, and recommendations will be prepared and submitted to the County. If the presence of hazardous materials/waste and/or petroleum contamination is suspected or identified, additional sampling and chemical analyses may be recommended. The report shall include a site map showing the locations of soil vapor sampling and any suspected or identified contamination.
- D8 Review cross sections prepared by County of existing roadways at 20 meter intervals.
- D9 Sandis Humber Jones and our consultants will utilize the approved horizontal alignment prepared by County.
- D10 Sandis Humber Jones will review existing County drainage data and storm drainage analysis to confirm the size of proposed storm drain pipe.
- D11 Prepare a set of Final Preliminary Design Plans showing the proposed Improvements required by the County and prepare an Engineer's Preliminary Opinion of Probable Construction Costs.
- D12 Submit Final Preliminary Design Plans for review and approval by the neighborhood and the County prior to starting Final Improvement Plans.

PHASE E- PLANNING/ENVIRONMENTAL ASSESSMENT

- E1 Confirm project limits and project components and review existing County documentation.
- E2 Sandis Humber Jones, Ingram Group, EMC and Biotic Resources Group will attend a site visit meeting to confirm the existing EA/IS findings and to gain the focus necessary to make recommendations to the Santa Cruz County Public Works staff regarding the earlier public comment received during preliminary plan preparation.
- E3 EMC Planning Group will prepare a comment letter addressing the adequacy of the DEA/IS.
- E4 Biotic Resources Group will prepare a Riparian and Wetland Revegetation Plan.

- E5 Biotic Resources Group will assist with securing necessary regulatory permits COE Nationwide Permit, CDFG Streambed Attention Permit, RWQCB water quality certification, USFWS Section 7 consultation with FHWA as lead agency.
- E6 County will prepare and submit the permit applications to the regulatory agencies

PHASE F - CONSTRUCTION DOCUMENTS

- F1 It is proposed that the project be split into two phases, the Timber Harvest - Phase 1 and the Road Construction - Phase 2.
- Prepare two final sets of Improvement Plans based on the approved Final Preliminary Plans and submit for review and approval by the county. Plans to be prepared in Autocad Release 14/SoftDesk Version 8 format at a metric scale of 1:300.
- F2 Consultant and County to coordinate with utility companies on the approved Preliminary Design Plans so they can identify conflicts/problems for undergrounding/relocating their facilities as soon as practical.
- F3 Consultant and County to Coordinate with the Railroad on the approved Preliminary Design Plans such that the County of Santa Cruz, the Rail Road and the Consultant can identify problems with the tracks to Roaring Camp.
- F4 Biotic Resources Group will develop planting notes, notes for site maintenance and monitoring, and specifications for planting and seeding.
- F5 Provide four sets of plans for each phase for review by County at the 60%, 90% and 100% complete stage.
- F6 Prepare a complete set of Technical Specifications for each phase for review and approval by the County. Work to include review of county provided "boiler plate" to make documents project specific.
- F7 Prepare Engineer's Final Opinion of Probable Construction Costs for Civil work for both phases and submit for review and approval by the county. Probable costs to be presented in spreadsheet format based on Microsoft Excel.

PHASE G - CONSTRUCTION SUPPORT SERVICES

- G1 Construction support services are excluded from the contract.

GENERAL CONDITIONS/REIMBURSABLES

- ◆ Attend monthly progress meetings for the duration of the project (based on 18 months).
- ◆ Prepare brief Monthly Progress Reports for the duration of the project.
- ◆ Reimbursable expenses such as; progress printing, copies, photos, travel costs within Santa Cruz County, etc. **Bid sets and out of County travel costs are specifically excluded.**

**COUNTY OF SANTA CRUZ - GRAHAM HILL ROAD
FEE SUMMARY**
STAGE I

PHASE C Public Relations	\$ 55,511 .00
PHASE E Planning/Environmental Assessment	\$ 18,336.00

SUB-TOTAL NOT TO EXCEED FEE \$ 73,847.00

STAGE II

PHASE A Topographic Survey Spot Check	\$ 6,219.00
PHASE B Right-of-Way	County Provided
PHASE D Preliminary Design - Geotech	\$ 12,500.00
PHASE F Engineering Design - Phase 1 Timber Engineering Design - Phase 2 Roadwav	\$ 74,013.00 \$166,119.00

SUB-TOTAL NOT TO EXCEED FEE \$258,851.00

Sandis Humber Jones
Rate Analysis for 2000/01

Sandis Humber Jones
March 1, 2001

G&A
170.55%

Fee%
10%

	Name	Staff Type	Hrly Rate	G&A	Sub-Total	Fee	Hourly Billing Rates		
							Straight	OT(x1.5)	OT(2x)
1	Erickson, David Clay	Computer Eng/L2	18.75	31.98	50.73	5.07	55.80	83.70	111.60
2	Humber, John	Principal	55.29	94.30	149.59	14.96	164.55	NA	NA
3	Lucas, Laurie	Design Eng/L 1	19.50	33.26	52.76	5.28	58.03	87.05	116.07
4	McMinn, Brian	Design Eng/L2	21.50	36.67	58.17	5.82	63.99	95.98	127.97
5	Ranker, Michael	Senior Engineer	51.68	88.14	139.82	13.98	153.80	NA	NA
6	Urena, Ana	Clerical	20.00	34.11	54.11	5.41	59.52	89.28	119.04
7	Obeso, Angela	Design Eng/L2	22.00	37.52	59.52	5.95	65.47	98.21	130.95
8	Setera, Jeff	Project Eng/L3	40.87	69.70	110.57	11.06	121.63	182.45	243.26
9	Shahabi, Ali	Senior Engineer	55.29	94.30	149.59	14.96	164.55	NA	NA
10	Tejeda, Marco	Project Eng/L3	36.06	61.50	97.56	9.76	107.32	NA	NA
11	Yazalina, Steve	Computer Eng/L2	23.50	40.08	63.58	6.36	69.94	104.91	139.87
12	*Field Crew	2-Person	63.00	107.45	170.45	17.04	187.49	281.24	374.98

*A) PC 33.51/Inst 29.49 - March 1, 2001 Effective

*B) PC 20.92/Inst 20.67 - March 1, 2001 Effective (\$41.59)

2

SANDIS HUMBER JONES
PROJECT BUDGET WORKSHEET
 (FILE IN CONTRACT BINDER)

PROJ: Graham Hill Rd. - Prelim Fees		JOB NO. : 400553		PAGE NO. : 1 of 5		section								
LOC'N: Public Works Dept.		PREPARED : MR		DATE : 8-Sep-00		subtotals								
Santa Cruz, CA		CHECKED : JMH		REVISED : MR 5-Mar-01										
SVC				SUB-CONSULTANT FEES			AMOUNT							
CODE	SUB-CONSULTANTS			ESTIMATE		0% MARKUP								
	EMC Consultants	Time & Materials Estimated Fee		22920.00			22920.00							
	Biotic Resources Group	Time & Materials Estimated Fee		10545.00			10545.00							
	The Ingram Group	Time & Materials Estimated Fee		16235.00			16235.00							
	Sampson Engineering Inc.			12500.00			12500.00							
	Higgins Associates			2500.00			2500.00							
	Dokken Engineering			26754.20			26754.20							
	Earthwork Calculations Service			2500.00			2500.00							
							0							
							0							
SUB-TOTAL - CONSULTANT'S FEE / MARKUP				93954.20		0.00	\$93,954.20							
J Humber M Ranker J Setera A Obeso B McMinn S Yazalina M Tejeda L Lucas C Erickson A Urena														
SVC	TASK DESCRIPTION	ESTIMATED LABOR HOURS						AMOUNT						
CODE		Principal	Proj	Mgr	Proj	Engr	Design Engr	CAD	2	M	Crew	Surveyor	Clerical	
	Contract Administration													
	Contract Preparation	8		16										3777.20
	Kick-Off Meeting	2		8		8								2532.54
	Preliminary Design													
	Review EIR Documents			8		8								2203.44
	Review SCCo I/P intent	4		16		32								7011.16
	Confirm Prel. Design	4		16		24								6038.12
	Utility Investigation/Coordination			4			8	8						1531.84
	Base Sheet Preparation													
	Import/manipulate County Data			8		16		24						4515.68
	Base Sheet Setup			8		24		40						6381.52
	Community Meetings"													
	Community Workshops (3 meetings)			12		12								3305.16
	Field Review with team (2 site visits)			8		8								2203.44
	Task Force Meetings (3 meetings)			12		12								3305.16
	(Task Force = SHJ Team/S. Cruz Co)													
	Exhibits			8		12		24						4029.16
	Agency Meetings . **													
	Engineering (1) (4) (2) meetings	4		16		a								4092.04
	Surveyor (1) (2) (2) meetings	4		8		8								2861.64
NIC	Health Dept													0
NIC	Planning													0
NIC	NPDES													0
NIC	Caltrans													0
NIC	Fish & Game													0
NIC	RWQCB/WRCB													0
	Planning/Environmental issues . *													
	Planning/Environmental Issues													4350.48
	*** Time & Materials Estimated Fee													
SUB-TOTAL HOURS - PAGE 1		26		164		180	16	104		0	0	0	0	-----
SUB-TOTAL COSTS - PAGE 1		4278.30		25223.20		21893.40	940.48	5803.20		0.00	0.00	0.00	0.00	\$58,139
LABOR RATES		164.55		153.80		121.63	58.78	55.80		187.49	105.00	59.52		

SANDIS HUMBER JONES
PROJECT BUDGET WORKSHEET
(FILE IN GREEN BINDER)

PROJ : LOC'N:				JOB NO. : PREPARED : CHECKED :				400553 MR JMH		PAGE NO. : DATE : REVISED :				2 of 5 8-Sep-00 5-Mar-01	
svc CODE	TASK DESCRIPTION				ESTIMATED LABOR HOURS								AMOUNT		
		Principal	Proj	Mgr	Proj	Engr	Design Engr	CAD	2	M	Crew	Surveyor		Clerical	
	ENGINEERING														
	Administration														
	Project Management/Supervision	8		40										7468.40	
	QA/QC Review	8		24										5007.60	
	Subconsultant Coordination														
	Planner Coordination			12										1845.60	
	Tree Consultant Coordination			12										1845.60	
	Geotechnical Coordination			12										1845.60	
	Traffic Coordination			4										615.20	
	Public Relations Coordination			12										1845.60	
	Structural Coordination			12										1845.60	
	County Coordination			24										3691.20	
	Computer Services														
	Hydraulics Calculations			4		8		8						2504.88	
	ROW/CL/COG0 Calculations			4		8		8						2034.64	
	Documents (65%)														
	Quantity Estimates			2		8		8						2197.28	
	Opinion of Probable Costs			8		4		6					4	2307.68	
	Special Provisions			24		24							40	8991.12	
	Documents (100%)														
	Quantity Estimates			1		4		4						1098.64	
	Opinion of Probable Costs			2		4		4					2	1148.28	
	Special Provisions			16		12							16	4872.68	
SUB-TOTAL HOURS - PAGE 2		16		213		72		30		28		0	0	62	-----
SUB-TOTAL COSTS - PAGE 2		2632.80		32759.40		8757.36		1763.40		1562.40		0.00	0.00	3690.24	\$51,166
LABOR RATES		164.55		153.80		121.63		58.78		55.80		187.49	105.00	59.52	

12476

13534

4540

13496

7120

SANDIS HUMBER JONES										
PROJECT BUDGET WORKSHEET										
(FILE IN GREEN BINDER)										
PROJ :				JOB NO. :		400553		PAGE NO. :		3 Of 5
LOC'N:				PREPARED :		MR		DATE :		8-Sep-00
				CHECKED :		JMH		REVISED :		MR 5-Mar-01
SVC CODE	TASK DESCRIPTION	ESTIMATED LABOR HOURS								AMOUNT
		Principal	Proj Mgr	Proj Engr	Design Engr	CAD	2M Crew	Surveyor	Clerical	
	Design - Phase 1 Timber Harvesting									
	SHJ Staff Meetings	4	8	8	8	8				3778.28
	Construction Details		4	16		16				3454.08
	Construction Phasing Plan		4	16		16				3454.08
	Demolition Plan		8	8		8				2034.64
	Drainage Design		4	16		16				3454.08
	Erosion Control Plan		4	16		16				3454.08
	Miscellaneous Design/Drafting		4	16		24				3900.48
	Preliminary Grading/Drainage Plan		8	16		16				4069.28
	Revegetation Plan		4		8	8				1531.84
	Standard Details Design		4	8		24				2927.44
	Utility Coordination - BY COUNTY									0
SUB-TOTAL HOURS - PAGE 3		4	48	120	16	152	0	0	0	-----
SUB-TOTAL COSTS - PAGE 3		658.20	7382.40	14595.60	940.48	8481.60	0.00	0.00	0.00	\$32,058
LABOR RATES		164.55	153.80	121.63	58.78	55.80	187.49	105.00	59.52	

400553

32058

SANDIS HUMBER JONES										
PROJECT BUDGET WORKSHEET										
(FILE IN GREEN BINDER)										
PROJ			JOB NO.			400553		PAGE NO. :		4 of 5
LOC'N:			PREPARED :			MR		DATE :		8-Sep-00
			CHECKED :			JMH		REVISED :		MR 5-Mar-01
SVC CODE	TASK DESCRIPTION	ESTIMATED LABOR HOURS								AMOUNT
		Principal	Proj Mgr	Proj Engr	Design Engr	CAD	2M Crew	Surveyor	Clerical	
	Design - Phase 2 Road Construction									
	SHJ Staff Meetings	4	12	12	12	12				5338.32
	Construction Details		4	16		16				3454.08
	Construction Phasing Plan		4	16		16				3454.08
	Demolition Plan			8		8				1419.44
	Drainage Design		4	16		16				3454.08
	Erosion Control Plan		4	16		16				3454.08
	Grading Plan		4	16		16				3454.08
	Miscellaneous Design/Drafting		4	16		24				3900.48
	Parking Lot Entrance Design		2	8		8				1727.04
	Planting Plan		4		16	16				2448.48
	Preliminary Grading/Drainage Plan		8	16		16				4069.28
	Retaining Wall Design Coord..*			8		8				1419.44
	Revegetation Plan		4		8	8				1531.84
	Signage Plans Coord. *		2	2		2				662.46
	Striping Plans Coord. *		2	2		2				662.46
	Standard Details Design		4	8		24				2927.44
	Septic System Design NIC **									
	* Design by Others									
	** Assumes septic systems not in proposal, negotiate after extent of existing septic facilities known									
	Plan & Profiles		32	80		112				20901.6
NIC	Street Lighting Design Coord *									0
	Structure Design (Energy Dissipater)	4	81	81	8	20				4447.881
	Utility Coordination		8	8						2203.44
	Utility Design			8						973.04
	Cross-Sections **									
	** Assumes County AutoCAD topo files are "TIN" compatible for preparation of cross-sections									
	Cross-sections at 20-meter intervals		8	12		40				4921.96
	(revise County cross-sections only)									
SUB-TOTAL HOURS - PAGE 4		8	118	276	44	380	0	0	0	-----
SUB-TOTAL COSTS - PAGE 4		1316.40	18148.40	33569.88	2586.32	21204.00	0.00	0.00	0.00	\$76,825
LABOR RATES		164.55	153.80	121.63	58.78	55.80	187.49	105.00	59.52	

400553

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SANDIS HUMBER JONES
PROJECT BUDGET WORKSHEET
(FILE IN GREEN BINDER)

PROJ :
LOC'N:

JOB NO. :	
PREPARED :	
CHECKED :	

400553
MR
JMH

PAGE NO. :
DATE :
REVISED :

5 of 5
8-Sep-00
5-Mar-01

SVC CODE	TASK DESCRIPTION	ESTIMATED LABOR HOURS							AMOUNT	
		Principal	Proj Mgr	Proj Engr	Design Engr	CAD	2M Crew	Surveyor		Clerical
	Miscellaneous									
	Construction Review								0	
	Field Investigation/Checking		8	8	8				2673.68	
	QC Plan Check Review/Editing		12	16					3791.68	
	QC Plan Check Revisions			16	24	24			4696.00	
	Research		8	16					3176.48	
	Surveying **									
	** Assumes topographic mapping and control surveys by S. Cruz Co.									
	Research record data								0	
	Check/Calc ROW monuments								0	
	Establish H & V Control								0	
	Spot check field topography	2	2	8			8		3109.66	
	Spot check major tree locations	2	2	8			8		3109.66	
	Maps									
	Appraisal Coordination **								0	
	Legal Descriptions & Plats **								0	
	**Assumes 12 parcels									
	Bid Services									
	Pre-Bid Meeting								0	
	Addendum/RFI								0	
	Bidder Q&A								0	
SUB-TOTAL HOURS -PAGE 5		4	32	72	32	24	16	0	0	-----
SUB-TOTAL COSTS -PAGE 5		658.20	4921.60	8757.36	1880.96	1339.20	2999.84	0.00	0.00	\$20,557
SUB-TOTAL HOURS -PAGE 4		8	118	276	44	380	0	0	0	-----
SUB-TOTAL COSTS -PAGE 4		1316.40	18148.40	33569.88	2586.32	21204.00	0.00	0.00	0.00	\$76,825
SUB-TOTAL HOURS -PAGE 3		4	48	120	16	152	0	0	0	-----
SUB-TOTAL COSTS -PAGE 3		658.20	7382.40	14595.60	940.48	8481.60	0.00	0.00	0.00	\$32,058
SUB-TOTAL HOURS -PAGE 2		16	213	72	30	28	0	0	62	-----
SUB-TOTAL COSTS -PAGE 2		2632.80	32759.40	8757.36	1763.40	1562.40	0.00	0.00	3690.24	\$51,166
SUB-TOTAL HOURS -PAGE 1		26	164	180	16	104	0	0	0	-----
SUB-TOTAL COSTS -PAGE 1		4278.30	25223.20	21893.40	940.48	5803.20	0.00	0.00	0.00	\$58,139
TOTAL HOURS - SHJ		58	575	720	138	688	16	0	62	-----
TOTAL COSTS - SHJ		9543.90	88435.00	87573.60	8111.64	38390.40	2999.84	0.00	3690.24	\$238,745
TOTAL CONSULTANT FEE										\$93,954
TOTAL PROJECT BUDGET										\$332,699
LABOR RATES		164.55	153.80	121.63	58.78	55.80	187.49	105.00	59.52	

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

INSURED
Sandis Humber Jones Civil
Engineers Surveyors Planners
134 Central Avenue
Salinas, CA 93901

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 84000139

INSURER A: Hartford Casualty Insurance Co.
INSURER B: Hartford Fire Insurance Company
INSURER C: American Motorists Ins. Co.
INSURER D: Security Ins. Co. of Hartford
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.

INSURER	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	57SBKLM8902	03/03/01	03/03/02	EACH OCCURRENCE \$1,000,000 FIRE DAMAGE (Any one fire) \$300,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS COMP/OP AGG \$2,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> Drive other car GARAGE LIABILITY ANY AUTO EXCESS LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION *	57UENG1017	03/03/01	03/03/02	COMBINED SINGLE LIMIT (EA accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$ EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	7BG10491300	03/03/01	03/03/02	<input checked="" type="checkbox"/> WORKERS COMPENSATION E L EACH ACCIDENT \$1,000,000 E L DISEASE - EMPLOYEE \$1,000,000 E L DISEASE - POLICY LIMIT \$1,000,000
D	OTHER Professional Liability	AEE0302563	03/03/01	03/03/02	\$1,000,000 per claim \$2,000,000 annl aggr.

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

CERTIFICATE HOLDER

ADDITIONAL INSURED; INSURER LETTER:

CANCELLATION

SAMPLE FOR PROPOSALS

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

AUTHORIZED REPRESENTATIVE

Edith C. Banow

25

ACORD

of 1 #M56359

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

ATTACHMENT NO.&

CERTIFICATION OF CONSULTANT

I HEREBY CERTIFY that I am the engineer and duly authorized representative of the firm
 of Sandis Humber Jones, whose address is
P.O. Box 640 Mt View CA 94042-0640 and that, except as
 hereby expressly stated, neither I nor the above firm that I represent have:

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

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

(Date)

3/16/01

(SIGNATURE OF CONSULTANT)

ATTACHMENT NO. 3

CERTIFICATION OF LOCAL AGENCY

1 2 5 3

I HEREBY CERTIFY that I am the Director of the Santa Cruz County Department of Public Works and that the consulting firm of SANDIS HUMBER JONES ✓ 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.

4/19/01
(Date)

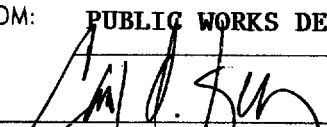
Thomas Bolich
THOMAS L. BOLICH
DEPARTMENT OF PUBLIC WORKS

ATTACHMENT NO. 4

INDCNFED.DOC
REV. 9/2/98

COUNTY OF SANTA CRUZ
REQUEST FOR APPROVAL OF AGREEMENT 0143

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

FROM: PUBLIC WORKS DEPARTMENT (Dept.)
 (Signature) 3-14-01 (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)
SANDIS HUMBER JONES, 134 CENTRAL AVENUE
and SALINAS, CA 93901 (Name & Address)

2. The agreement will provide FOR ENGINEERING DESIGN SERVICES FOR THE GRAHAM HILL ROAD IMPROVEMENT
PROJECT

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

4. Period of the agreement is from BOARD APPROVAL to JUNE 30, 2001

5. Anticipated cost is \$332,698.00 (Fixed amount; Monthly rate; Not to exceed)

6. Remarks: CONTRACT \$332,698.00; 7 % OVERHEAD \$23,288.86; TOTAL \$355,986.

7. Appropriations are budgeted in 621100 !40265! 3665! (Index#) 3590S u b o b j e c t)



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

Appropriations are are available and have been encumbered. Contract No. 0002370 Date 3-15-01
are not will be

GARY A. KNUTSON Auditor - Controller
By  Deputy.

WBW:mg

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 PUBLIC WORKS DEPARTMENT
(Agency).

Remarks  (Analyst)
By  Date 3/20/01
County Administrative Officer

Agreement approved as to form. Date _____

Distribution:
Bd. of Supv. - White
Auditor-Controller - Blue
County Counsel - Green
Co. Admin. Officer - Canary
Auditor-Controller - Pink
Origir Goldenrod
*To Cr. lected.

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 entered
in the minutes of said Board on _____ County Administrative Officer
By _____ Deputy Clerk