



# County of Santa Cruz

## DEPARTMENT OF PUBLIC WORKS

701 OCEAN STREET, ROOM 410, SANTA CRUZ, CA 95060-4070  
 (831) 454-2160 FAX (831) 464-2381 TDD (831) 454-2123

THOMAS L. BOLICH  
 DIRECTOR OF PUBLIC WORKS

### AGENDA: AUGUST 7, 2001

July 27, 2001

#### SANTA CRUZ COUNTY BOARD OF SUPERVISORS

701 Ocean Street  
 Santa Cruz, California 95060

SUBJECT: KINGS CREEK ROAD BRIDGE RECONSTRUCTION PROJECT, PM 1.90  
 CONTRACT NUMBER 71566, AMENDMENT TO AGREEMENT

#### Members of the Board:

On September 14, 1998, the Board of Supervisors approved Contract Number 71566 with J. Muller International for engineering design services for the replacement of the Kings Creek Road Bridge at PM 1.90 (State Bridge No. 36C-0066). At this time the Department of Public Works requests that your Board approve the attached amendment to agreement to the current contract with J. Muller International in order to extend the contract to June 30, 2002, and to adjust the consultant's fee to provide for additional design work in order to meet the new environmental permit requirements recently established by the California Department of Fish and Game. Attached is correspondence (dated April 4, 2001) from J. Muller International requesting an increase of \$13,600 in the current contract to account for additional work. With this increase the revised not-to-exceed total amount of the contract would be for \$102,537. Funding for this increase is provided by both California Department of Transportation (CALTRANS) and Public Works at the standard share ratio of 80 percent CALTRANS and 20 percent County as required by the Highway Bridge Replacement and Rehabilitation Program. This funding is included in the approved 2001/2002 Road Program.

It is therefore recommended that the Board of Supervisorstake the following action:

1. Approve the attached amendment to agreement to the current Contract Number 71566 with J. Muller International in order to extend the contract term to June 30, 2002, and increase the contract amount by \$13,600 to a not-to-exceed amount of \$102,537.

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

Yours truly,



THOMAS L. BOLICH  
Director of Public Works

WBW:mg

Attachments

RECOMMENDED FOR APPROVAL:



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County Administrative Officer

Copy to:     Public Works  
               J. Muller International

kngm.wpd

**AMENDMENT TO AGREEMENT**

0583

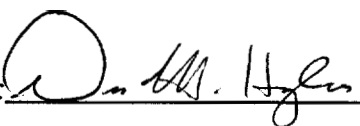
The parties hereto agree to amend Contract Number 71566 dated SEPTEMBER 14, 1998, by and between the COUNTY OF SANTA CRUZ and J. MULLER INTERNATIONAL, for ENGINEERING DESIGN SERVICES FOR THE REPLACEMENT OF KINGS CREEK ROAD BRIDGE AT PM 1.90 (STATE BRIDGE NO. 36C-0066) ,by extending the term of the contract to JUNE 30,2002, AND INCREASING THE CONTRACT AMOUNT **BY** \$13,600 FOR A TOTAL NOT TO EXCEED AMOUNT OF \$102,537.00.

All other provisions of said contract shall remain the same.

DATED: \_\_\_\_\_

CONTRACTOR: J. MULLER  
INTERNATIONAL

COUNTY OF SANTA CRUZ  
DEPARTMENT OF PUBLIC WORKS

BY:  \_\_\_\_\_

\_\_\_\_\_  
DIRECTOR OF PUBLIC WORKS

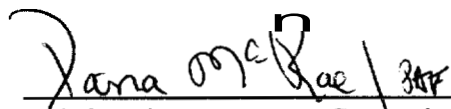
655 University Avenue  
ADDRESS: ~~2295 GATEWAY OAKS~~  
SUITE ~~140~~ 255  
SACRAMENTO, CA ~~95833~~ 95825

TELEPHONE: (916) 929-4143

FAX: (916) 929-2742

E-MAIL: .dhaglan@jmuller.com

Approved as to form:

  
\_\_\_\_\_  
Chief Assistant County Counsel

DISTRIBUTION: Auditor-Controller  
Public Works  
Contractor

WBW:abc

AMNDAGRE.DOC/JMULA  
REV. 12/99



0584

Larry Tanaka, P.E.  
Department of Public Works  
County of Santa Cruz  
701 Ocean Street  
Room 410  
Santa Cruz, CA 95060

April 4, 2001

**Re: Contract C O 91566  
Engineering Design Services for the Replacement of Kings Creek Bridge  
(State Bridge No. 36C-0066)**

**Subject: Request for Additional Funds**

Dear Larry,

As discussed on Friday, March 9, 2001, we are requesting additional funds for the subject project, for the second time since the contract's inception in 1997. We are requesting an additional \$13,600 for Preliminary Engineering Services and \$7,500 for Construction Support Services. The additional amount requested for Preliminary Engineering Services is due to the following:

- Environmental services and agency coordination related to "fishery issues" in Kings Creek, and related mitigation measures. ✓
- Review of proposed environmental mitigation measures required by various regulatory agencies. ✓
- Extended duration of contract timeline.

The following table shows the existing budget and additional request for the project team:

PRELIMINARY ENGINEERING	Current Budget	Additional \$ Requested	Total Revised Budget
Bowman & Williams	\$22,390	\$4,000	\$26,390
Parikh Consultants	\$9,600	-0-	\$9,600
J. Muller International	\$53,848	\$9,000	\$62,848
Subconsultant Admin Fee	\$1,599	\$400	\$1,999
Direct Costs	\$1,500	\$200-	\$1,700
	\$88,937	\$13,600	\$102,537

<del>CONSTRUCTION ENGINEERING</del>	Current Budget	Additional \$ Requested	Total Revised Budget
<del>Bowman &amp; Williams</del>	<del>\$0</del>	<del>\$2,000</del>	<del>\$2,000</del>
<del>Parikh Consultants</del>	<del>\$0</del>	<del>-0-</del>	<del>\$0</del>
<del>J. Muller International</del>	<del>\$0</del>	<del>\$5,500</del>	<del>\$5,500</del>
<del>Subconsultant Admin Fee</del>	<del>\$0</del>	<del>\$0</del>	<del>\$0</del>
<del>Direct Costs</del>	<del>\$0</del>	<del>-0-</del>	<del>\$0</del>
	\$102,537	\$7,500	\$110,037



NOT  
PART  
OF  
AMENDMENT

Ⓟ 6-13-01

We are nearing the completion of this project, and I am anxious that both the County and JMI have a sense of having received fair value. Do not hesitate to call me with questions or to receive additional information about any of these items.

Sincerely,



Dennis M. Haglan, P.E.  
 Principal

Q:\PROJECTS\9791-Scr\CORRESP\LETTERS\Amend\_2\_Ltr.doc

NO.	ROUTE DATA	COPY	ATT.
1	DIRECTOR	✓	
	ASST. DIR. SPEC. SVCS.		
	SOLID WASTE ENG.		
	LANDFILL OPERATIONS		
	PAJARO COORD.		
	DRAINAGE ENG.		
	DRAINAGE OPERATIONS		
	CONSTRUCT. ENG.		
	ASST. DIR. DEV. SVCS.		
	SANITATION ENG.		
	WATER & WASTEWATER		
	SURVEY / DEVELOPMT.		
	RDA ENG.		
2	ASST. DIR. TRANSPORT.	✓	
	ROAD OPS. ENG.		
	PERMITS / ENCROACH.		
	RD. MAINT/LIVE OAK P.		
3	ROAD DESIGN ENG.	✓	
	TRANSP / RD. PLANNING		
	DIR. OF ADMIN. SERVICES		
	REAL PROPERTY		
	CSA / PRGM ADMIN.		
	SAFETY OFFICER/FLEET		



ACORD

# CERTIFICATE OF LIABILITY INSURANCE

OP ID AD  
MULLE-1

DATE (MM/DD/YY)  
06/12/01

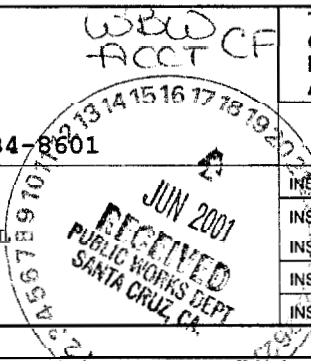
PRODUCER  
**Cavignac & Associates**  
 1230 Columbia St., Suite 850  
 San Diego CA 92101-3547  
 Phone: 619-234-6848 Fax: 619-234-8601

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 0585

INSURED  
**J. MULLER INTERNATIONAL**  
 9th Floor  
 250 Park Avenue South  
 New York NY 10003

INSURER A: **St. Paul Fire & Marine Ins. C**  
 INSURER B: **American Motorists Ins. Co.**  
 INSURER C: **Agricultural Insurance Company**  
 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	DESCRIPTION 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 CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Blkt Contracutal <input checked="" type="checkbox"/> Broad Form GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC	RP06647158 \$-0- DEDUCTIBLE APPLIES	06/12/01	06/12/02	EACH OCCURRENCE \$ 1,000,000 FIRE DAMAGE (Any one fire) \$ INCLUDED MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <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	CA06608279	06/12/01	06/12/02
	<input type="checkbox"/> GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
	<input type="checkbox"/> EXCESS LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	7CW21239705 CA ONLY 7CQ28698202 NY & IL	06/12/01 06/12/01	06/12/02 06/12/02	<input checked="" type="checkbox"/> WC STATUTORY LIMITS OTH-ER: E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	OTHER Professional Liability	EDN3209523	06/12/01	06/12/02	*Limits \$ 2,000,000 Deduct \$ 250,000

DESCRIPTION OF OPERATIONS/LOCATIONS/ARTICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS  
**\*Professional Liability - Claims Made Form, Aggregate Limit Policy, Defense Costs Included within Limit of Liability. RE: SANTA CRUZ COUNTY - KINGS CREEK BRIDGE, #9791. CERT HOLDER IS NAMED AS ADDL INSURED AS RESPECTS TO GEN LIAB PER ATTACHED FORM PA045. \*10 DAYS NOTICE FOR NON-PAYMENT OF PREMIUM.**

CERTIFICATE HOLDER	Y	ADDITIONAL INSURED; INSURER LETTER: <u>A</u>	CANCELLATION
COUNTY OF SANTA CRUZ DEPT PUBLIC WORKS/ROAD ENG ATTN: BILL WILLIAMSON 701 OCEAN STREET SANTA CRUZ, CA 95060		SANT-13	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 Jeffrey W. Cavignac, CPCU RPLU

This endorsement **changes your Package Accounts For Commercial Enterprises Protection.**

0586

J. Muller International

Policy No: RP06647158

### How Coverage Is Changed

There are several changes in your:

- General Rules;
- Property Protection;
- Blanket Employee Dishonesty Protection; and
- Commercial General Liability Protection.

### General Rules

The following section is added. This change limits our right to apply the Recovering Damages From A Third Party rule in the General Rules.

Waiver of rights of recovery. We won't apply the Recovering Damages From A Third Party rule when a work contract requires that this rule not be applied. But we'll do so only for payments we make because of covered injury or damage that results from work done by or for you under that contract. And only if you enter into that contract before the injury or damage happens.

For other contracts you enter into, the Waiver Of Rights Of Recovery Endorsement may be added to this agreement. But we'll add that endorsement for a contract only when we both agree it should be added.

*Work contract* means a contract you enter into for work to be done by or for you.

### Property Protection

There are six changes which are explained below.

1. The following section is added to the first paragraph in the What This Agreement Covers section. This change explains the limit of coverage that applies to your property protection.

### Blanket Property Protection

Your property protection applies on a **blanket basis**. The limit of coverage is the combined total of your buildings, business contents, and sign values shown on the location coverage summary.

2. The following replaces the first paragraph of the Money And Securities Coverage section.

If you have business contents coverage, we'll automatically cover your money and securities losses up to a limit of \$10,000 inside and \$5,000 outside unless money and securities limits are shown in the Coverage Summary. If limits are shown in the Coverage Summary, they are in addition to these limits. This will be the most we'll pay for all covered loss or damage caused by any one event, no matter how many locations are covered. These limits are separate from your business contents limit.

3. The following replaces the second paragraph of the Accounts Receivable Coverage section.

We'll automatically cover your accounts receivable loss up to \$25,000. This is the most we will pay for all covered loss or damage caused by any one event. If a limit is shown in the Coverage Summary, that limit is in addition to this limit. This limit is separate from your business contents limit.

4. The following replaces the second paragraph of the Valuable Records Coverage section.

We'll automatically cover your valuable records up to \$25,000 at each insured location. This is the most we will pay for all covered loss or damage caused by any one event, no matter how many single items are lost or damaged. If a limit is shown in the Coverage Summary,

that limit *is* in addition to this limit. This limit is separate from your business contents limit.

5. The following ~~is~~ added to the Optional Coverages section.

We'll provide a limit of **\$25,000** for all covered losses under Optional Computer Coverage. We'll *also* provide a limit of **\$10,000** for all covered losses for data and media covered under the Optional Computer Coverage.

We'll provide a limit of **\$10,000** for all covered losses under Optional Sewer Back-up Coverage.

These limits are the most we will pay for all covered losses under the Optional Computer Coverage and Optional Sewer Back-up Coverage in any one event. If a limit is shown on the Coverage Summary for any of these coverages, that limit is in addition to these limits.

6. The following replaces the Computer breakdown coverage deductible section.

**Computer breakdown Coverage deductible.** You are responsible for the first \$1,000 of **property loss** per event for loss or **damage** covered under computer breakdown coverage. This deductible does not apply to any loss caused by lightning, nor does it apply to any loss caused by or resulting from fire or explosion.

### **Blanket Employee Dishonesty Protection**

The following replaces the first paragraph in the Limit Of Coverage section.

The most we'll pay for loss in any one event is **\$10,000**. This limit of coverage applies regardless of how many protected persons are affected by the loss. If a limit is shown in the Coverage Summary, that limit is in addition to the \$10,000.

### **Commercial General Liability Protection**

There are three changes which are explained below. The first two changes apply only if you are a covered architect or engineer.

1. The following is added to the Partnership or joint venture section under the Who Is Protected Under This Agreement. This change broadens coverage.

You are **also** a protected person for your participation in any joint venture with other architects or engineers, either past or present, that isn't named in the Introduction, but only for the conduct of your business.

However, this protection doesn't apply if the unnamed joint venture has direct employees or owns, rents, or leases any real or personal property. Nor does it apply to any other member of the unnamed joint venture.

If the unnamed joint venture has separate insurance with limits of liability that haven't been used up in the payment of judgments and settlements, this agreement will apply only as excess insurance for you.

2. The following is added to the Who Is Protected Under This Agreement section. This change adds certain protected persons and limits their protection.

Person or organization under contract Any person or organization who is required by a work contract to be made a protected person under this agreement is a protected person. But only for covered injury or damage that results from the work done by or for you under that contract.

For other work done by or for you, or other contracts you enter into, certain persons or organizations may be made protected persons under this agreement with additional protected persons endorsements which provide limited protection. But we'll add an additional protected persons endorsement only when we both agree that it should be added. And the additional premium if any, is paid when due.



**Retired persons.** Your retired directors, officers, employees, and individual partners or owners are protected persons. But only for covered injury or damage that results from services performed for you under your direct supervision.

### Other Terms

All other terms of your policy remain the same.

3. The following replaces the first paragraph in the Other Insurance section. This change explains how we'll apply this agreement in connection with your work for an additional protected person who requires that this insurance be Primary.

**This agreement is primary insurance.** We'll also consider this agreement to be primary Insurance for covered injury or damage that results from your work for the additional protected person. We'll consider any other insurance maintained by that additional protected person to be excess of and not contributory with this agreement. If there is any other valid and collectible insurance for injury or damage covered by this agreement, the following applies.

COUNTY OF SANTA CRUZ  
REQUEST FOR APPROVAL OF AGREEMENT

0588

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

FROM:

PUBLIC WORKS (Dept.)

(Signature)

6/13/01 (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)  
J. MULLER INTERNATIONAL  
and 2295 GATEWAY OAKS, SUITE 140, SACRAMENTO, CA 95833 (Name & Address)
- The agreement will provide ENGINEERING DESIGN SERVICES FOR THE REPLACEMENT OF  
KINGS CREEK ROAD BRIDGE AT PM 1.90 (STATE BRIDGE NO. 36C-0066)
- The agreement is needed BECAUSE THE WORK CAN BE PERFORMED MOST EXPEDITIOUSLY BY CONTRACT.
- Period of the agreement is from BOARD APPROVAL to JUNE 30, 2002
- Anticipated cost is \$ INCREASE \$13,600 (Fixed amount; Monthly rate; Not to exceed)
- Remarks: CONTRACT \$102,537.00; 7% OVERHEAD \$7177.59; TOTAL \$109,714.59
- Appropriations are budgeted in 621100! 40210! 3596! (Index#) 3590 (Subobject)

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

Appropriations are available and will be encumbered. Contract No. CO 11566 Date 7-25-01

Increase only  
WB:W:ABC

CC-20/III

GARY A. KNUTSON, Auditor - Controller

BY PSilbaugh Deputy

Proposed 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).

County Administrative Officer

Remarks:  
(Analyst)

By Paul Gunt Date 7/31/01

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

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

\*To Orig. Dept. if rejected.

73

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 \_\_\_\_\_

\_\_\_\_\_ 19\_\_\_\_ By \_\_\_\_\_ Deputy Clerk