



# County of Santa Cruz

0383

## DEPARTMENT OF PUBLIC WORKS

701 OCEAN STREET, ROOM 410, SANTA CRUZ, CA 95060-4070  
(831) 454-2160 FAX (831) 454-2385 TDD (831) 454-2123

THOMAS L. BOLICH  
DIRECTOR OF PUBLIC WORKS

### AGENDA: NOVEMBER 20, 2001

November 7, 2001

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

SUBJECT: HARKINS SLOUGH ROAD BRIDGE PROJECT (PHASE I)  
AGREEMENT FOR PRELIMINARY ENGINEERING DESIGN  
FEDERAL PROJECT NUMBER 36CLWC3

Members of the Board:

On April 5, 2001, your Board approved a Memorandum of Understanding (MOU) between the County of Santa Cruz and the City of Watsonville for engineering and construction of the Harkins Slough Road Bridge project. The MOU defines the County as the lead agency for this project and the City as the Project Manager. Funding for the project has been secured through the Highway Bridge Replacement and Rehabilitation (HBRR) program for approximately \$3.2 million. The local share for work on this project including overhead costs will be paid for by the 2000/2001 Governor's Transportation Improvement Program, which has set aside \$1.2 million to supplement the HBRR project funding. These funds are included within the approved 2001/2002 Road Budget.

The bridge project will provide for the replacement of the existing culvert on Harkins Slough Road at the west branch of the Struve Slough. The project will consist of the construction of a two-lane bridge, bicycle lanes, sidewalk on one side and other miscellaneous standard roadway improvements. The project will also improve the crossing over the Struve Slough to a year-round access. The Public Works Department has submitted an application to begin the environmental review process through the County Planning Department. Currently, the Planning Department is negotiating a contract with an environmental consulting firm to begin the Environmental Impact Report/Environmental Assessment. It is expected that a contract for the environmental consultant will be presented to your Board for approval on or before January 8, 2002.

Attached is an independent contractor agreement in the amount of \$235,658.00 between the County and Mark Thomas and Company, Inc. of San Jose, California. The agreement is to provide right-of-way engineering, geotechnical engineering, hydraulic analysis, and preliminary design of the bridge project. A separate agreement for the preparation of the final design plans, specifications, and estimate (Phase 2 of project), will be presented to the Board, after preliminary plans and environmental permits have been completed (estimated in fall 2002).


BOARD OF SUPERVISORS

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

1. Approve the attached independent contractor agreement between the County and Mark Thomas and Company, Inc., for preliminary engineering of the proposed Harkins Road Slough Bridge Project in the amount of \$235,658.00.
2. Authorize the Director of Public Works to sign the agreement on behalf of the County.
3. Direct the Clerk of the Board to send a copy of the approved agreement to the City of Watsonville Department of Public Works.
4. Direct the Department of Public Works to report back January 29, 2002, on the progress by the consultant and the bridge project.

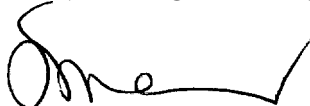
Yours truly,

  
 THOMAS L. BOLICH  
 Director of Public Works

JSL:abc

Attachments

RECOMMENDED FOR APPROVAL:



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County Administrative Officer

Copy to: David Koch, Director of Public Works, City of Watsonville  
 Donn Miyahara, District 5, Local Assistance, Department of Transportation  
 Planning Department, Environmental Section  
 Public Works

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INDEPENDENT CONTRACTOR AGREEMENT

THIS CONTRACT is entered into this \_\_\_\_ day of \_\_\_\_\_ 2001, by and between the County of Santa Cruz, hereinafter called COUNTY, and MARK THOMAS AND COMPANY, hereinafter called CONTRACTOR The parties agree as follows:

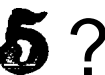
1. DUTIES. CONTRACTOR agrees to exercise special skill to accomplish the following results: DESIGN BRIDGE ON HARKINS SLOUGH ROAD OVER WEST BRANCH OF STRUVE SLOUGH. THIS CONTRACT APPLIES TO PHASE I, PRELIMINARY ENGINEERING ONLY. SEE "SCOPE OF WORK."

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 \$235,658.00. It is understood and agreed that this total is an estimate, and that there is no guarantee, either expressed or implied, as to the actual dollar amount that will be authorized under this contract through Task Orders.

The CONTRACTOR shall be reimbursed for direct costs, other than salary costs, that are identified in an executed Task Order.

The CONTRACTOR shall be reimbursed for actual travel expenses incurred in the performance of this work, including the use of private cars at the rate of 34.5 cents per mile, while traveling away from consultant's headquarters which is hereby designated as 90 ARCHER STREET, SAN JOSE, CA 95112-4501. In addition, CONTRACTORS personnel shall be reimbursed for per diem expenses at a rate not to exceed that currently authorized for State employees under State Department of Personnel Administration rules.

3. STANDARD OF CARE :LICENSES Consultant represents and maintains that it is skilled in the professional calling necessary to perform all Services, duties and obligations required by this Agreement to fully and adequately complete the Project. Consultant shall perform the Services and duties in conformance to and consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Consultant warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Consultant further represents and warrants to the County that its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, and that such licenses and approvals shall be maintained throughout the term of this Agreement. Consultant shall perform, at its own cost and expense and without reimbursement from the County, any services necessary to correct errors or omissions which are caused by the Consultant's failure to comply with the standard of care provided for herein, and shall be fully responsible to the County for all damages and other liabilities provided for in the indemnification provisions of this Agreement arising from the Consultant's errors and omissions. Any employee of Consultant or its sub-consultants who is



determined by the County to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the County, shall be promptly removed from the Project by the Consultant and shall not be re-employed to perform any of the Services or to work on the Project.

4. OPPORTUNITY TO CURE County may provide Consultant an opportunity to cure, at Consultant's expense, all errors and omissions which may be disclosed during Project implementation. Should Consultant fail to make such correction in a timely manner, such correction may be made by the County, and the cost thereof charged to Consultant.

5. PREVAILING WAGES By its execution of this Agreement, Consultant certifies that it is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., as well as California Code of Regulations, Title 8, Section 16000 et seq. ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. If the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. The County shall provide Consultant with a copy of the prevailing rate of per diem wages in effect at the commencement of this Agreement. Consultant shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Consultant's principal place of business and at the project site. Consultant shall defend, indemnify and hold the County, its elected officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

6. TIME OF BEGINNING AND COMPLETION. Time of beginning and completion shall be as described: FROM DATE OF "NOTICE TO PROCEED" UNTIL ACCEPTANCE OF CONSTRUCTED BRIDGE BY BOARD OF SUPERVISORS.

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.

7. 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.

8. 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 CONTRACTORS 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).

9. 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 PKT /

B. Other Insurance Provisions

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

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

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

(3) All required insurance policies shall be endorsed to contain the following clause: "This insurance shall not be canceled until after thirty (30) days prior written notice has been given to: Contract Manager: JOHN PRESLEIGH  
County of Santa Cruz Public Works  
701 Ocean Street, Room 410  
Santa Cruz, CA 95060.

(4) CONTRACTOR agrees to provide its insurance broker(s) with a full copy of these insurance provisions and provide COUNTY on or before the effective date of this Agreement with Certificates of Insurance for all required coverages. All Certificates of Insurance shall be delivered or sent to: Contract Manager: JOHN PRESLEIGH  
County of Santa Cruz Public Works  
701 Ocean Street, Room 410  
Santa Cruz, CA 95060

10. 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 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 Equal Employment Opportunity Office information and reports in the prescribed reporting format (PER 4013) 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.

11. 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.

12. PRINCIPAL TEST: The CONTRACTOR rather than COUNTY has the right to control the manner and means of accomplishing the result contracted for.

13. 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.

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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.

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

15. COST PRINCIPLES. Code of Federal Regulations (CFR) **48** Chapter 1, Part 31 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 31, 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.

16. NON-ASSIGNMENT. CONTRACTOR shall not assign this Agreement without the prior written consent of the COUNTY.

17. 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.

18. 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.

19. DISPUTE RESOLUTION.

A. MEDIATION

In an effort to resolve any conflicts that arise during the design or construction of the project or following the completion of the project, the County and the Consultant agree that all disputes between them arising out of or relating to this Agreement shall



be submitted to non-binding mediation unless the parties mutually agree otherwise. The County and the Consultant further agree to include a similar mediation provision in all agreements with independent contractors and Consultants retained for the project and to require all independent contractors and Consultants also to include a similar mediation provision in all agreements with subcontractors, sub-consultants, suppliers or fabricators so retained, thereby providing for mediation as the primary method for dispute resolution between the parties to those agreements.

20. 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.

21. 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.

22. OWNERSHIP OF MATERIALS AND CONFIDENTIALITY.

A. DOCUMENTS & DATA; LICENSING OF INTELLECTUAL PROPERTY

All plans, specifications, studies, drawings, estimates, materials, data and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, prepared by or on behalf of Consultant under this Agreement ("Documents and Data"), shall become the property of County upon the completion of the term of this Agreement, except that Consultant shall have the right to retain copies of all such Documents and Data for its records. Should Consultant, either during or following termination of this Agreement, desire to use any Documents and Data, it shall first obtain the written approval of County. This Agreement creates a non-exclusive and perpetual license for County to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in the Documents and Data which are prepared or caused to be prepared by Consultant under this Agreement ("Intellectual Property"). Consultant shall require all subcontractors to agree in writing that County is granted a non-exclusive and perpetual license for any Intellectual Property the subcontractor prepares under this Agreement. Consultant represents and warrants that Consultant has the legal right to license any and all Intellectual Property prepared or caused to be prepared by Consultant under this Agreement. County shall not be limited in any way in its use of the Intellectual Property at any time, provided that any such use not within the purposes intended by this Agreement shall be at County's sole risk. Further, County shall indemnify and hold Consultant harmless from any claim,

damage, suit, cost, or action arising out of or related to the reuse of Consultant's documents or data on any other projects, extensions or additions to this Project or for any other purpose than for which the documents or data were or originally intended. 0392

## B. CONFIDENTIALITY

All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other Documents and Data either created by or provided to Consultant in connection with the performance of this Agreement shall be held confidential by Consultant. Such materials shall not, without the prior written consent of the County, be used by Consultant for any purposes other than the performance of the Services. Nor shall such materials be disclosed to any person or entity not connected with the performance of the Services or the Project. Nothing furnished to Consultant which is otherwise known to Consultant or is generally known, or becomes known, to the related industry shall be deemed confidential. Consultant shall not use County's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of the County.

23. 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.

24. 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.

25. 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.

26. 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.

**27. 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."

**28. CERTIFICATION BY CONTRACTOR AND BY COUNTY.** At the time of execution of this agreement, the CONTRACTOR shall execute Attachment No. 4, "Certification of Consultant" and the COUNTY shall execute Attachment No. 5, "Certification of Local Agency."

**29. 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 - Federal Department of Transportation Requirements
- Attachment No. 4 - Certification by Consultant
- Attachment No. 5 - Certification by Local Agency
- Attachment No. 6 - DBE Verification
- Attachment No. 7 - County of Santa Cruz - MWDBE Questionnaire


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

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COUNTY OF SANTA CRUZ

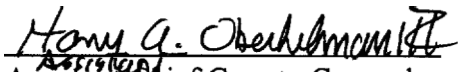
CONTRACTOR  
MARK THOMAS AND COMPANY

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

By:   
Richard Tanaka, President  
Address: 90 ARCHER STREET  
SAN JOSE, CA 95112-9501

APPROVED AS TO FORM:

Telephone: (408) 453-5373  
Fax: (408) 453-5390

By:   
~~Assistant~~ Chief County Counsel 11/2/01

WBW:abc

DISTRIBUTION: Auditor-Controller  
Risk Management  
Contractor  
Public Works

MARKA.wpd

**Attachment 1**  
**Scope of Services**  
**Harkins Road Bridge Project**

**PHASE I: PRELIMINARY DESIGN PHASE**

***Task 1: Project Management***

1.1 Project Management/Administration

- a) Mark Thomas & Co. Inc. (MTCO) will prepare PROJECT DEVELOPMENT TEAM (PDT) list and administer and coordinate subconsultants.
- b) MTCO will prepare and maintain CPM schedule for the project.
- c) MTCO will initiate kick-off meeting and organize the project team.
- d) MTCO will coordinate with environmental process and incorporate environmental requirements with the final design.
- e) MTCO will also identify trends and issues through Pre-Design Report process and documents this process.

1.2 Coordination/Status Meetings

- a) MTCO will coordinate meetings for project, a total of 8 meetings are assumed.
- b) MTCO will prepare and distribute meeting agendas, prepare updated CPM schedules, conduct the meeting relating to this contract, and prepare meeting minutes relating to this contract.
- c) MTCO will also coordinate work with utility companies, Army Corps of Engineers, Fish & Game, Coastal Commission, etc.

***Task 2: Design Concept Approval***

2.1 Project Data Gathering and Review

MTCO will obtain appropriate right of way mapping, record, adjacent land owner's information, and other appropriate information as basis for and to initiate the initial mapping.

2.2 Base Mapping/Field Survey

Base mapping will consist of 1:500 scale metric digital aerial photogrammetry. Mapping will be performed to Caltrans' standard, except no Microstation file will be generated. MTCO proposes

to perform all work utilizing AutoCad. Under this task, MTCO also will incorporate as-builts and right of way mapping. Utility information will also be requested and shown on this base mapping. Field Surveys

Project mapping will consist of field surveys of the existing structure, road approaches and anticipated foundation location, with some overlap to provide coverage should the project be revised. MTCO staff will provide field surveys and prepare mapping.

Watershed mapping will consist on using available City topographic mapping or digital U.S.G.S. mapping, supplemented be field surveys to verify NGVD Datum.

### 2.3 Right of Way Engineering

Title reports will be ordered through County of Santa Cruz. We assume County will furnish the title reports. MTCO will assist in identifying which parcels will require title reports. Right of Way Engineering services will include preparation of plats and descriptions (3 parcels) for transfer of right of way. No formal record of surveys will be filed. Caltrans' hardcopy and appraisal maps are assumed not required for this project. Limited field survey will be performed to establish right of way line.

### 2.4 Preliminary Design

Identify preliminary design alternatives. Based on existing constraints (i.e. physical and/or land use constraints as reviewed with the County), MT&Co will identify, describe, and map potential modifications/alternatives. Right of way constraints, including on-site issues will be reviewed. The alternatives will be plotted and submitted with a letter-type report indicating the relative advantages and disadvantages of each alternative. Variations for individual design features (as opposed to a completely new alternative) may be suggested, if appropriate. MTCO will prepare up to three alternatives.

#### 2.4.1 Roadway Geometric Design

This item would consist of reviewing the approach roadways for geometric deficiencies such as non-standard roadbed width, sight distance, approach grades and impacts to individual properties. This portion of review would also consider the ability to safely maintain traffic during bridge construction. Locate existing utilities and establish requirements for relocation.

The team will communicate with the County staff to verify any local traffic issues such as pedestrian, bicycle and emergency vehicle access. The team will then develop a consensus for the preferred traffic control strategies.

#### 2.4.2 Bridge Type Selection Report

The various bridge alternatives (span configurations and structure design alternatives) will be evaluated for performance, constructability and economy. Rough sketches and cost estimates will be developed if necessary, and the alternatives reviewed with the County and Caltrans representatives.

The recommended alternative will be developed further with a Preliminary General Plan and an accompanying Type Selection Report. The report summarizes the design process, from site review to hydrology report and foundation recommendations. The report will also include a discussion of the recommended alternative versus other alternatives considered, and the reason for selection.

Other items in the Type Selection report will include environmental considerations (including required permit activities and existing bridge historical aspect), utility work, roadway work, construction staging and/or detours, aesthetic concerns and right of way considerations.

Approved General Plan. A Type Selection Meeting will be held to review the Type Selection Report. Sometimes the Division of Structures waives this meeting requirement; we would recommend an approval meeting be held with County staff if Caltrans does not want to be involved. It is essential that the design concepts be approved prior to preparing detailed design calculations.

The General Plan will be revised as requested in the Type Selection Meeting, and the Approved General Plans will be distributed,

## 2.5 Hydrology

MTCO will perform flood plain analysis and HEC analysis required for the environmental document in compliance with Caltrans requirements. A hydraulic design study will be performed as outlined in the Caltrans Local Programs Manual, Section 1-08, as supplemented by Section 1.3 of the Caltrans Bridge Design Specifications. Generally, Caltrans design criteria specifies design for the 2% flood with 0.6-m freeboard and safely passing the 1% flood with some freeboard. Santa Cruz County design criteria will be included in the analysis and if conflicts, a resolution of the design criteria will be documented.

A Hydrology/Hydraulics report will be prepared documenting the above study items. Specifically, the report will include the following:

- ◆ location of property at risk
- ◆ discussion of environmental impact
- ◆ discussion of historical flooding
- ◆ description of hydrology/watershed
- ◆ description of hydraulic constraints

## 2.6 Geotechnical Engineering

Geotechnical engineering services will include field exploration, testing, analysis and a Foundation Report prepared to County and Caltrans standards with bridge footing type recommendation.

ATTACHMENT "1"												
ESTIMATED HOURS - HARKINS SLOUGH BRIDGE												
TASK	ESTIMATED HOURS			ESTIMATED COSTS			TOTAL			TOTAL		
	RKT	PC	ASE	AE/S	Survey	RKT	PC	Assoc.	AE/S	Survey	Reimb.	MTCO
<b>PHASE I</b>												
<b>Task 1 - Project Management</b>												
a) PDT Management	40	60				67.00	59.00	38.00	28.00			15,793
b) Coordination/Meetings	40	54				6,805	8,988					14,894
<b>Task 2 - Design Concept Approval</b>												
a) Data Gathering and Review	8	24	22	24		1,361	3,595	2,123	1,706			8,785
b) Base Mapping/Field Survey	8	4	72	104	120	1,361	599	6,947	7,394	21,360	4,800	42,460
c) Right of Way engineering	4	8	122	80	40	680	1,198	11,771	5,687	7,120		26,457
d) Preliminary Engineering												
1) Roadway	48	38	144	84		8,165	5,692	13,893	5,972	1,000		34,723
2) Bridge	4	44	40	40		680	6,591	3,859	2,844	300		14,275
e) Hydrology Analysis	12	24	66	24		2,041	3,595	6,368	1,706			13,711
f) Environmental Support	40	40				6,805	5,992			600		13,397
<b>Task 3 - Geotechnical (Parikh Consultant)</b>												
<b>Phase I Total</b>	204	296	466	356	160	34,703	44,341	44,961	25,309	28,480	6,700	235,658



## ATTACHMENT 1 -- COST PROPOSAL FOR Harkins Slough Bridge - Phase One

Date 10/15/01

**CONSULTANT** Mark Thomas & Co. Inc.

**DIRECT LABOR**

Classification	Name	Range	Hours		Initial Hourly Rate	Total
Project Manager	Richard K. Tanaka	65.00-70.00	204.0	@	\$ 67.00	\$ 13,668.00
Engineer Manager II	Po Chen	55.00-65.00	296.0	@	\$ 59.00	\$ 17,464.00
Engineer IX	Harry Mistry	35.00-45.00	466.0	@	\$ 41.50	\$ 19,339.00
Engineer VI	Nichol Bowersox	30.00-36.00	116.0	@	\$ 32.50	\$ 3,770.00
	Admas Zewdie	27.00-32.00	240.0	@	\$ 29.00	\$ 6,960.00
Survey Chief	Hector Estrada	29.64-35.20	160.0	@	\$ 30.39	\$ 4,862.40
Survey Chainman	Octavia Senda	24.33-28.00	160.0	@	\$ 24.33	\$ 3,892.80

Subtotal Direct Labor Costs \$ 69,956.20  
Anticipated Salary Increases (See Attachment "A") \$ \_\_\_\_\_

**Total Direct Labor Costs** \$ 69,956.20

**FRINGE BENEFITS**

	Rate	Total
Fringe Benefits	29.00%	\$ 20,287.30
<b>Total Fringe Benefits</b>		\$ <u>20,287.30</u>

**INDIRECT COSTS**

Overhead/General and Administrative	102.00%	\$ 71,355.32
<b>Total Indirect Costs</b>		\$ <u>71,355.32</u>

**FEE @ 10%** \$ 16,159.88

**OTHER COSTS**

Mileage	\$ 335.30
Reproductions Costs	\$ 1,600.00
<b>Total Other Costs</b>	\$ <u>1,935.30</u>

**SUBCONTRACTOR COSTS**

Parikh Consultants, Inc.	\$ 51,164.00
Radman Aerial Surveys	\$ 4,800.00

**TOTAL COSTS** \$ 235,658.00

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

The provisions of Title 49, Part 23, Code of Federal Regulations (49CFR 23) and Santa Cruz County's adopted DBE Program require that Disadvantaged Business Enterprises (DBEs) have the opportunity to participate in federally funded, transportation projects.

In order to meet these requirements, the following criteria have been established:

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.

"City" is deemed to be  
"County"  
0401

## Federal Department of Transportation Requirements

Notwithstanding anything to the contrary contained in the Agreement, including the other Exhibits attached thereto, the following provisions shall apply if funding for the Services is provided, in whole or in part, from the United States Department of Transportation:

### 1. DISCRIMINATION

The City shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE Program or the requirements of 49 CFR Part 26. The City shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts. The City's DBE Program, as required by 49 CFR Part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the City of its failure to carry out its approved program, the Department may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 81 U.S. 1001 and/or the program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

Consultant or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. Consultant shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by Consultant to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as City deems appropriate.

### 2. PROMPT PAYMENT

Consultant agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 10 days from the receipt of each payment the prime contractor receives from the City. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the City. This clause applies to both DBE and non-DBE subcontractors.

### 3. RELEASE OF RETAINAGE

The prime contractor agrees further to release retainage payments to each subcontractor within 30 days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of City. This clause applies to both DBE and non-DBE subcontractors.

### 4. LEGAL REMEDIES

In addition to those contract remedies set forth under relevant provisions of California law, either party to this Agreement may, where applicable, seek legal redress for violations of this Agreement pursuant to the relevant provisions of 49 CFR Parts 23 and 26, to the relevant federal or state statutory provisions governing civil rights violations, and to the relevant federal and state provisions governing false claims or "whistleblower" actions, as well as any and all other applicable federal and state provisions of law.

The Consultant shall include a provision to this effect in each of its agreements with its subcontractors.

### 5. ADMINISTRATIVE REMEDIES.

Consultant's failure to make good faith efforts to comply with the City's DBE program shall be considered a material breach of this Agreement and may give rise to certain administrative penalties and proceedings, including, but not limited to, those set forth in 49 CFR Part 26.107.

**CERTIFICATION OF CONSULTANT**

I HEREBY CERTIFY that I am the engineer and duly authorized representative of the firm of MARK THOMAS AND COMPANY, **INC.** whose address is  
90 ARCHER STREET, SAN JOSE, CA 95112-4501 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.

  
\_\_\_\_\_  
Signature

10/30/2001  
\_\_\_\_\_  
Date

**ATTACHMENT NO. 4**

**CERTIFICATION OF LOCAL AGENCY**

I HEREBY CERTIFY that I am the Director of the Santa Cruz County Department of Public Works and that the consulting firm of MARK THOMAS AND COMPANY, 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.

\_\_\_\_\_  
 THOMAS L. BOLICH, DIRECTOR  
 DEPARTMENT OF PUBLIC WORKS

\_\_\_\_\_  
 Date

**ATTACHMENT NO. 5**

INDCNFED.DOC REV.9/2/98

0404

**Disadvantaged Business Enterprise (DBE)  
Consultant Contract Verification  
HARKINS SLOUGH ROAD OVER WEST BRANCH OF  
STRUVE SLOUGH  
LOW WATER CROSSING REPLACEMENT**

The provisions of Title 49, Part 23, Code of Federal Regulations (49 **CFR 23**) and the COUNTY OF SANTA CRUZ' adopted DBE Program require that Disadvantaged Business Enterprises (DBEs) have the opportunity to participate in federally-funded, transportation projects. The agency has established program goals of \_\_\_\_% for the year 2001.

In order to meet these requirements, the following actions have been achieved:

1. \_\_\_\_% DBE participation for this consultant contract has been achieved by participation by Caltrans' certified DBEs as a prime consultant or sub-consultants in this contract.  
or

2. A good faith effort was made by the agency to solicit participation by DBE prime consultants and by the prime consultant in trying to secure participation by DBEs prior to award of this contract. Documentation of a good faith effort is included in writing and consists 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).

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

County of Santa Cruz DBE Liaison Officer

ATTACHMENT NO. 6

COUNTY OF SANTA CRUZ

MINORITY WOMEN DISABLED OWNED BUSINESS (MWDDBE) QUESTIONNAIRE

CONSTRUCTION/PROCUREMENT/PERSONAL SERVICES CONTRACTS

THIS QUESTIONNAIRE MUST BE COMPLETED AND SUBMITTED AS PART OF THE BID PROPOSAL OR AGREEMENT for Construction, Procurement, or Professional Services Contractors. The County of Santa Cruz is committed to ensuring that contractors use good faith efforts to encourage minority, women, and disabled business enterprises/programs (MWDDBE) participation in the bidding process. This Questionnaire ~~will~~ be used for informational purposes only. See definitions attached to this document.

SECTION A: TO BE COMPLETED BY PROSPECTIVE CONTRACTOR

1. Name of Contractor: MARK THOMAS & Co
2. Address of Contractor: 90 ARCHER ST. SAN JOSE CA 95112
3. Contractor Tax DA 94 | \_ | 4 | 5 | 1 | 4 | 9 | 0 |
4. Contractor's License #: 23233 Type: Professional Engineer
5. Contractor does business as a:  Individual  Partnership  
 Corporation  Government  Fiduciary  Other
6. Contractor has a business office in Santa Cruz County?  Y  N  
Contractor is incorporated in the State of California?  Y  N
7. Is the firm authorized to do business in the State of California?  Y  N
8. Is the firm a State of California registered small business? Y  N
9. Disadvantaged Business Enterprise (DBE) status as it applies to your firm:  
Composition of Ownership (see definition attached to this document)  
Please indicate percentage of ownership:  % Disabled  % Women  
 % Black  % Hispanic  Asian American  Native American
10. Is the firm certified as a woman owned business? Y  N  
If yes, name agency: \_\_\_\_\_
11. Is the firm certified as a minority firm by any public agency? Y  N  
\* If yes, name of agency: \_\_\_\_\_

Name of certifying officer: \_\_\_\_\_ Phone # \_\_\_\_\_

12. If the Disadvantage Business Enterprise (DBE) status applies to your firm, list the Owners of the firm:

N/A

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

13. Annual sales volume: \$18 M

14. Net worth of business: \$5

15. Does the Contract Include sub-contractors?  Y\*  N  
If yes, list sub-contractors names: NOTE: SUB-CONTRACTOR(S) MUST ALSO COMPLETE COPY OF THIS FORM. In the case of CONSTRUCTION CONTRACTS, the successful bidder must have  sub-contractors complete this form prior to the notice to proceed being issued.

PARIKH CONSULTANTS

\_\_\_\_\_  
\_\_\_\_\_

16. Did you advertise for MWDBE sub-contractors? (check applicable categories)

- Newspapers
- Direct Phone Solicitations
- Direct Mail
- Workshop
- Used County Vendor List
- Trade Papers

Other Sources (list) CALTRANS REGISTER

17. List names of newspapers, trade papers or other sources used for advertisement for MWDBE sub-contractors:

N/A

\_\_\_\_\_  
\_\_\_\_\_

18. Were follow up contacts made with potential MWDBE firms which expressed interest in this contract? Y\*  N  If yes, list the following:

Business Name	Date of Contact	Person Contacted
_____	_____	_____
_____	_____	_____



- 19. Did you conduct any pre-bid workshops for potential MWDBE sub-contractors? Y  N
- 20. Does the firm employ at least 15 employees?  Y N

I hereby declare under penalty of perjury, that the foregoing information is true and correct under the laws of the State of California. Executed in SAN JOSE, California on OCT. 30, 2001

Contractor/Sub-Contractor Name: MARK THOMAS & CO.

Title: RICHARD TANAKA, PRESIDENT

SECTION B: TO BE COMPLETED BY COUNTY DEPARTMENT

1. Name of Department issuing contract/award \_\_\_\_\_

2. Name of Contract/Project \_\_\_\_\_

3. Bid Price \_\_\_\_\_

4. Contract/Bid Awarded to this contractor? Y N

5. Contract Involves State or Federal Funds with MWDBE Requirements? Y N

6. If Contract Involves such requirements, identify applicable State or Federal requirements.

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

7. Identify County representative monitoring compliance with Federal/State MWDBE requirements: \_\_\_\_\_

8. What outreach efforts were made regarding this contract/project?

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

9. Must contractor submit EEOC Report PER4012 ? Y N

NOTE: Form PER4012 must be submitted by the awarded contractor if the contractor employs at least 15 employees and the contract awarded is in excess of \$50,000.00

## SANTA CRUZ COUNTY CONTRACT COMPLIANCE DEFINITIONS AND PROVISIONS

The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, ancestry, physical or mental disability, medical condition (cancer related), marital status, sex, sexual orientation, age (over 40), veteran status or any other non-merit factor unrelated to job duties. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection of training including apprenticeship. The Contractor agrees to post in conspicuous places available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

In the event of the contractor's non-compliance with the non-discrimination clauses of this contract or with any of the said rules, regulations or orders, this contractor may be declared ineligible for further contracts with the County.

For all contracts in excess of \$50,000 where the Contractor employs at least 15 employees, the department will require the inclusion of the following equal opportunity clauses as a condition of the contract:

The Contractor will state that they are an equal opportunity employer in all solicitations or advertisements for employees placed by or on behalf of the Contractor, and ensure that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, ancestry, physical or mental disability, medical condition (cancer related), marital status, sex, sexual orientation, age (over 40), veteran status or any other non-merit factor unrelated to job duties.

If applicable according to the contract funding source, the Contractor will comply with all provisions of Executive Order 11246, as amended, and of the rules, regulations and orders of the Secretary of Labor, which include furnishing required information and report.

In the event of the contractor's non-compliance with the non-discrimination clauses of this contract or with any of the said rules, regulations or orders, this contractor may be declared ineligible for further contracts with the County.

The Contractor shall furnish information and reports in the prescribed reporting format (PER4012) identifying the sex, race, disability and job classification of its employees to the Affirmative Action Division of Personnel.

The department in solicitation for goods or services will make a good faith effort to consider Minority/Women/Disabled Owned Business Enterprises.

Standard Definitions For Minority/Women/Disabled Business Enterprise for the purposes of Santa Cruz County contract compliance procedures shall be as follows:

1. A Minority Business Enterprise (MBE) is a small business owned and controlled by one or more minorities or women. Owned and controlled means that:
  - a. at least 51 percent of the small business concern is owned and controlled by one or more minorities or women or, in the case of a publicly owned business, at least 51 percent of the stock of which is owned by one or more minorities or women; and
  - b. whose management and daily business operations are controlled by one or more such individuals.
2. A Women Business Enterprise (WBE) is a small business, owned and controlled by one or more women. Owned and controlled means that:
  - a. at least 51 percent of the small business concern is owned by one or more women; and
  - b. whose management and daily business operations are controlled by one or more women who own it.
3. A Disabled Owned Business Enterprise (DOBE) is a small business owned and controlled by one or more disabled persons. Owned and controlled means that:
  - a. at least 51 percent of the small business concern is owned by one or more disabled persons; and
  - b. whose management and daily business operations are controlled by one or more disabled persons who own it.

NOTE: Certain projects conducted under state and federal oversight may have additional definitions and requirements

Where sub-contractors will be used, the contractor shall furnish to the County Affirmative Action Officer the names, dates and methods of advertisement and direct solicitation efforts made to contract with minority/women/disabled business enterprises.

PER4013 01/92

CERTIFICATE HOLDER COPY 0410

**STATE**  
COMPENSATION  
INSURANCE  
**FUND**

P.O. BOX 420807, SAN FRANCISCO, CA 94142-0807

**CERTIFICATE OF WORKERS' COMPENSATION INSURANCE**

OCTOBER 31, 2001

GROUP: 000092  
POLICY NUMBER: 131-2001  
CERTIFICATE EXPIRES: 07-01-2002  
07-01-2001/07-01-2002

COUNTY OF SANTA CRUZ  
DEPT. OF PUBLIC WORKS DESIGN SECTION  
701 OCEAN ST.  
SANTA CRUZ CA 95060

RE: PROJ.# 2550811  
HAWKINS FLOUGH ROAD  
BRIDGE AGREEMENT

This is to certify that we have issued a valid Worker's Compensation insurance policy in a form approved by the California Insurance Commissioner to the employer named below for the policy period indicated.

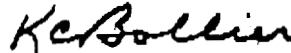
This policy is not subject to cancellation by the Fund except upon 30 days advance written notice to the employer.

We will also give you 30 days advance notice should this policy be cancelled prior to its normal expiration.

This certificate of insurance is not an insurance policy and does not amend, extend or alter the coverage afforded by the policies listed herein. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate of insurance 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.



AUTHORIZED REPRESENTATIVE



PRESIDENT

EMPLOYER'S LIABILITY LIMIT INCLUDING DEFENSE COSTS: \$1,000,000 PER OCCURRENCE

ENDORSEMENT #2065 ENTITLED CERTIFICATE HOLDERS' NOTICE EFFECTIVE 07-01-2001 IS ATTACHED TO AND FORMS A PART OF THIS POLICY.

ENDORSEMENT #2065 ENTITLED CERTIFICATE HOLDERS' NOTICE EFFECTIVE 07-01-2001 IS ATTACHED TO AND FORMS A PART OF THIS POLICY.

SPECIMEN ENDORSEMENTS #2065 ATTACHED

EMPLOYER

MARK THOMAS & CO INC  
90 ARCHER ST

**STATE  
COMPENSATION  
INSURANCE  
FUND**

HOME OFFICE  
SAN FRANCISCO

0411

**CERTIFICATE HOLDERS NOTICE  
ENDORSEMENT AGREEMENT**

ALL EFFECTIVE DATES ARE  
AT 12:01 AM PACIFIC  
STANDARD TIME OR THE  
TIME INDICATED AT  
PACIFIC STANDARD TIME

ANYTHING IN THIS POLICY TO THE CONTRARY NOTWITHSTANDING IT  
IS AGREED THAT THIS POLICY SHALL NOT BE CANCELLED UNTIL

30 DAYS

AFTER WRITTEN NOTICE OF SUCH CANCELLATION HAS BEEN PLACED IN  
THE MAIL BY STATE FUND TO CURRENT HOLDERS OF CERTIFICATE OF  
WORKERS COMPENSATION INSURANCE

**SPECIMEN**

NOTHING IN THIS ENDORSEMENT CONTAINED SHALL BE HELD TO VARY, ALTER, WAIVE  
OR EXTEND ANY OF THE TERMS, CONDITIONS, AGREEMENTS, OR LIMITATIONS OF THIS  
POLICY OTHER THAN AS ABOVE STATED. NOTHING ELSEWHERE IN THIS POLICY SHALL BE  
HELD TO VARY, ALTER, WAIVE OR LIMIT THE TERMS, CONDITIONS, AGREEMENTS OR LIM-  
TATIONS OF THIS ENDORSEMENT.

COUNTERSIGNED AND ISSUED AT SAN FRANCISCO

2068

*[Signature]*  
AUTHORIZED REPRESENTATIVE

*[Signature]*  
PRESIDENT

**57**

# ACORD . CERTIFICATE OF LIABILITY INSURANCE

OP ID

DATE (MM/DD/YY)  
10/30/01

**PRODUCER**  
**Hall & Rambo Insurance Brokers**  
 License # 0034553  
 P.O. Box 1029  
 San Jose, CA 95108  
 Phone: 408-298-4321 Fax: 408-298-6087

WBI  
 OCT  
 CF

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

INSURED

**Mark Thomas & Co., Inc.**  
 90 Archer Street  
 San Jose CA 95112

INSURER A: **Fireman's Fund Insurance**  
 INSURER B:  
 INSURER C:  
 INSURER D:  
 INSURER E:

OCT 2001  
 RECEIVED  
 SANTA CRUZ

## 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.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	<b>GENERAL LIABILITY</b>	MZX80784009	06/30/01	06/30/02	<b>EACH OCCURRENCE</b> \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				<b>FIRE DAMAGE (Any one fire)</b> \$ 100,000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				<b>MED EXP (Any one person)</b> \$ 5,000.
					<b>PERSONAL &amp; ADV INJURY</b> \$ 1,000,000
					<b>GENERAL AGGREGATE</b> \$ 2,000,000
					<b>PRODUCTS - COMP/OP AGG</b> 52,000,000
					GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC
A	<b>AUTOMOBILE LIABILITY</b>	MZX80784009	06/30/01	06/30/02	<b>COMBINED SINGLE LIMIT (Ea accident)</b> \$1,000,000
	<input checked="" type="checkbox"/> ANY AUTO				<b>BODILY INJURY (Per person)</b> \$
	<input type="checkbox"/> ALL OWNED AUTOS				<b>BODILY INJURY (Per accident)</b> \$
	<input type="checkbox"/> SCHEDULED AUTOS				<b>PROPERTY DAMAGE (Per accident)</b> \$
	<input type="checkbox"/> HIRED AUTOS				
	<input type="checkbox"/> NON-OWNED AUTOS				
	<b>GARAGE LIABILITY</b>				<b>AUTO ONLY - EA ACCIDENT</b> \$
	<input type="checkbox"/> ANY AUTO				<b>OTHER THAN AUTO ONLY:</b> EA ACC \$ AGG \$
	<b>EXCESS LIABILITY</b>				<b>EACH OCCURRENCE</b> \$
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				<b>AGGREGATE</b> \$
	<input type="checkbox"/> DEDUCTIBLE				\$
	<input type="checkbox"/> RETENTION \$				\$
	<b>WORKERS COMPENSATION AND EMPLOYERS LIABILITY</b>				WC STATUTORY LIMITS OTHER \$
					EL EACH ACCIDENT \$
					E.L. DISEASE - EA EMPLOYEE \$
					E.L. DISEASE - POLICY LIMIT \$
	<b>OTHER</b>				

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

RE: PROJECT NO. 25-50811 - HARKINS SLOUGH ROAD BRIDGE AGREEMENT. ADDITIONAL  
 INSURED ENDORSEMENT ATTACHED. - 10 DAY NOTICE NON-PAYMENT.

CERTIFICATE HOLDER

ADDITIONAL INSURED; INSURER LETTER:

CANCELLATION

COOFSCR

COUNTY OF SANTA CRUZ  
 DEPT. OF PUBLIC WORKS  
 JOEL LA CAGNIN  
 701 OCEAN STREET  
 SANTA CRUZ CA 95060

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

Timothy H. Starbird

INSURED: MARK THOMAS & CO., INC.

POLICY: MZX80784009

COMPANY: FIREMAN'S FUND INSURANCE CO. - TERM: 6/30/01-6/30/02

Multicover - CG 71 65 11 96

0413

Policy Amendment(s) Commercial General Liability Coverage Form

2. Blanket Additional Insured

Section II - Who Is an Insured, item 2, is amended to include:

c. Any person or organization that you are required by a written Insured Contract to include as an insured, subject to all of the following provisions:

(1) Coverage is limited to their liability arising out of:

(a) the ownership, maintenance or use of that part of the premises, or land owned by, rented to, or leased to you; or

(b) your work performed for that insured by or for you; or

(c) that insured's financial control of you; or

(d) the maintenance, operation or use by you of equipment leased to you by such person(s) or organization(s); or

(e) a state or political subdivision permit issued to you.

(2) Coverage does not apply to any Occurrence or offense:

(a) which took place before the execution of, or subsequent to the completion or expiration of, the written Insured Contract, or

(b) which takes place after you cease to be a tenant in that premises.

(3) With respect to architects, engineers, or surveyors, coverage does not apply to Bodily Injury, Property Damage, Personal Injury or Advertising Injury arising out of the rendering or the failure to render any professional services by or for you including:

(a) The preparing, approving, or failing to prepare or approve maps, drawings, opinions, reports, surveys, change orders, designs or specifications; and

(b) Supervisory, inspection, or engineering services.

If an Additional Insured endorsement is attached to this policy that specifically names a person or organization as an insured, then this coverage does not apply to that person or organization.

If required by contract, the insurance afforded to the additional insureds is primary insurance, any other insurance available to that person or organization is excess and non-contributing.

A minimum 30 days notice of cancellation clause applies, except for non-payment of premium. In that case, a minimum of 10 days shall be provided.

Client#: 396

MARKTHOMA

0414

# ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YY)  
10/30/01

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

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**

**Mark Thomas & Co., Inc.**  
90 Archer Street  
San Jose, CA 95112

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

**COVEFAGES**

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

NSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
	<input type="checkbox"/> GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR  <input type="checkbox"/> GENERAL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC				EACH OCCURRENCE \$ FIRE DAMAGE (Any one fire) \$ MED EXP (Anyone person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED ACTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<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 RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
	<input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATUTORY LIMITS <input type="checkbox"/> OTH-OFR <input type="checkbox"/> E L. EACH ACCIDENT \$ E L. DISEASE - EA EMPLOYEE \$ E L. DISEASE - POLICY LIMIT \$
	<input type="checkbox"/> OTHER Professional Liability	AEE0700917	07/01/01	07/01/04	\$1,000,000 per Claim \$1,000,000 Annl Aggr.

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS  
Ref: MTC's Job #25-50811. Harkins Slough Road Bridge Agreement.

**CERTIFICATE HOLDER**

ADDITIONAL INSURED/INSURER LETTER

**CANCELLATION**

County of Santa Cruz  
Attn: Joel La Cagnin  
DPW-Design Section  
701 Ocean Street  
Santa Cruz, CA 95060

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

*Handwritten Signature*



**COUNTY OF SANTA CRUZ  
REQUEST FOR APPROVAL OF AGREEMENT**

0415

TO: **Board of Supervisors  
County Administrative Office  
Auditor Controller**

FROM: PUBLIC WORKS (Department)

BY: [Signature] (Signature) 11/5/01 (Date)

Signature certifies that appropriations/revenues are available

AGREEMENT TYPE (Check One)      Expenditure Agreement       Revenue Agreement

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

1. Said agreement is between the COUNTY OF SANTA CRUZ (Department/Agency)  
and MARK THOMAS AND COMPANY, INC. 90 ARCHER STREET, SAN JOSE, CA 95112 (Name/Address)

2. The agreement will provide RIGHT-OF-WAY ENGINEERING, GEOTECHNICAL ENGINEERING, HYDRAULIC ANALYSIS, AND PRELIMINARY DESIGN OF THE HARKIN SLOUGH ROAD BRIDGE PROJECT.

3. Period of the agreement is from BOARD APPROVAL to JUNE 30, 2002

4. Anticipated Cost is \$235,658.00 NOT-TO-EXCEED       Fixed     Monthly Rate     Annual Rate     Not to Exceed

Remarks: CONTRACT \$235,658.00; 7% OVERHEAD \$16,496.06; TOTAL \$252,154.06

5. Detail:  On Continuing Agreements List for FY \_\_\_\_\_ . Page CC-\_\_\_\_\_ Contract No: \_\_\_\_\_ OR  1<sup>st</sup> Time Agreement ✓

Section II      No Board letter required, will be listed under Item 8

Section III      Board letter required

Section IV      Revenue Agreement

6. Appropriations/Revenues are available and are budgeted in 621100! 40251! 3665 (Index) 3590 (Sub object)

NOTE: IF APPROPRIATIONS ARE INSUFFICIENT, ATTACHED COMPLETED AUD-74 OR AUD-60

Appropriations are available and will be encumbered.      Contract No: 12640

are not      will be      By: Adm J. Vieg      Date: 11/7/01

Auditor-Controller Deputy

Proposal and accounting detail reviewed and approved. It is recommended that the Board of Supervisors approve the agreement and authorize

DIRECTOR OF PUBLIC WORKS (Dept/Agency Head) to execute on behalf of the PUBLIC WORKS DEPARTMENT (Department/Agency)

Date: 11/9/01

By: [Signature]  
County Administrative Office

ISL: abc

Distribution:

Board of Supervisors - White      State of California

Auditor Controller - Canary      County of Santa Cruz

Auditor-Controller - Pink      I \_\_\_\_\_ ex-officio Clerk of the Board of Supervisors of the County of Santa Cruz,

Department - Gold      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 Office by an order duly entered in the minutes of said Board on \_\_\_\_\_ 20\_\_

ADM - 29 (8/01)  
Title I, Section 300 Proc Man      By: Deputy Clerk

**AUDITOR-CONTROLLER USE ONLY**

CO. _____	\$ _____	_____	_____	_____	_____	_____
Document No.	JE Amount	Lines	H/TL	Keyed By	Date	
TC:SO _____	\$ _____	_____	_____	_____	_____	_____
Auditor Description	Amount	Index	Sub object	User Code		