



THOMAS L. BOLICH  
DIRECTOR OF PUBLIC WORKS

# County of Santa Cruz

## 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

### AGENDA: MARCH 5, 2002

February 21, 2002

#### SANTA CRUZ COUNTY BOARD OF SUPERVISORS

701 Ocean Street  
Santa Cruz, California 95060

SUBJECT: HARKINS SLOUGH ROAD BRIDGE PROJECT  
FEDERAL PROJECT NUMBER: BRLK 5936(048)

#### Members of the Board:

On December 19, 2001, the Department of Public Works met with representatives from the State of California Department of Transportation (CALTRANS) Local Assistance Office to discuss the federal consultant procurement procedures for the Harkins Slough Road Bridge Project. CALTRANS determined that the independent contractor agreement with Mark Thomas & Co. Inc., to perform design work, as approved by your Board on November 20, 2001, did not fulfill the required federal consultant selection criteria and was in conflict with the original request for proposals (RFP). In the fall of 2000 RFPs were solicited by the City of Watsonville for the preparation of the bridge design and environmental studies for the subject project. It had been decided that in order to keep the necessary environmental studies independent, the County Planning Department would administer a separate contract for the environmental portion of the work and the Public Works Department would administer the bridge design contract. It is CALTRANS' position that the County must strictly follow the terms set forth in the original RFP or reissue a new RFP and restart the consultant selection process.

Therefore, to keep this critical project on track, we would recommend that your Board rescind the current agreement with Mark Thomas & Co. Inc., as approved by your Board on November 20, 2001, and approve the attached agreement which incorporates the selected consultants into one design team consistent with the original RFP for a total not-to-exceed cost of \$461,779.28. The Planning Department will continue to oversee the environmental review work for the project that will still be performed by Jones & Stokes under a subcontract, and Public Works will still oversee the civil design work by Mark Thomas & Co. Inc., and administer the contract. The City of Watsonville shall provide professional level project management for preliminary engineering, project design, and construction of the project according to the memorandum of understanding between the County of Santa Cruz and the City of Watsonville, approved by your Board on April 5, 2001.

In addition, the Public Works Department and the County Planning Department propose that your Board approve the attached agreement between the County and the Pajaro Valley Unified School District. Under the proposed agreement, the school district will fund \$52,899.40 for preparation of the combined Environmental Impact Report and Environmental Assessment for the bridge project since the environmental work will encompass the school district's proposed road improvements on Harkins Slough Road (Planning Department Application No. 01-0094) in addition to the County's proposed bridge project. Addressing both the bridge project and the school's road improvements in the same environmental document should reduce conflicts between the two projects and accelerate the environmental review process.

Eighty percent of the funding for the project is provided by the Federal Highway Bridge Reconstruction and Rehabilitation Program, and the remaining 20 percent local share as well as department overhead costs are funded through the State Transportation Improvement Program.

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

1. Rescind the independent contractor agreement with Mark Thomas & Co. Inc., of San Jose, California, approved by the Board of Supervisors on November 20, 2001.
2. Approve the attached independent contractor agreement between the County of Santa Cruz and Mark Thomas & Co. Inc., for preliminary bridge design and preparation of environmental documents on the Harkins Slough Road Bridge Project for a total not-to-exceed contract amount of \$461,779.28.
3. Authorize the Director of Public Works to sign the Mark Thomas & Co. Inc., agreement on behalf of the County.
4. Approve the attached agreement between the County Planning Department and the Pajaro Valley Unified School District for the school's cost associated with the preparation of the Environmental Impact Report and Environmental Assessment.
5. Authorize the Director of Planning to sign the agreement with the Pajaro Valley Unified School District on behalf of the County.

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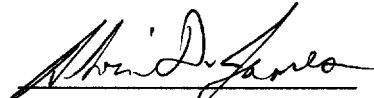
6. Direct Public Works and County Planning to report back on or before June 25, 2002, on the status of the project.

Yours truly,



THOMAS L. BOLICH  
Director of Public Works

Yours truly,

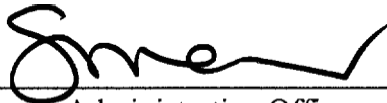


ALVIN D. JAMES  
Planning Director

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Attachments

RECOMMENDED FOR APPROVAL:



County Administrative Officer

Copy to: David Koch, City of Watsonville Director of Public Works  
Donn Miyahara, Local Assistance Engineer, CALTRANS District 5  
Dr. John Casey, Superintendent, Pajaro Valley Unified School District  
Alvin James, Planning Director, County Planning Department  
Public Works

hsrm.wpd

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COUNTY OF SANTA CRUZ  
REQUEST FOR APPROVAL OF AGREEMENT

TO: Board of Supervisors  
County Administrative Office  
Auditor Controller

FROM: Planning (Department)  
BY: [Signature] (Signature) 2/20/02 (Date)  
Signature certifies that appropriations/revenues are available

AGREEMENTTYPE (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 Planning Department (Department/Agency)  
and Pajaro Valley Unified School District (PVUSD), Watsonville, CA (Name/Address)
2. The agreement will provide funds in the amount of \$52,899.40 to partially pay for preparation of  
an Environmental Impact Report / Environmental Assessment.

3. Period of the agreement is from March 5, 2002 to completion
4. Anticipated revenue is \$52,899.40 ☐ Fixed ☐ Monthly Rate ☐ Annual Rate ☒ Not to Exceed

Remarks: PVUSD share of Harkins Slough Road EIR / EA

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 1354 (Index) 1324 (Sub object)

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

~~Appropriations are available and have been encumbered.~~  
~~are not N/A will be~~

Contract No. R 769

By: [Signature] Date: 1/20/02  
Auditor-Controller Deputy

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

Planning Department (Dept/Agency Head) to execute on behalf of the      (Department/Agency)

Date: 2/22/02

By: [Signature]  
County Administrative Office

Distribution:

Board of Supervisors - White  
Auditor Controller - Canary  
Auditor-Controller - Pink  
Department - Gold

State of California  
County of Santa Cruz

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 ap-  
proved 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

TC110      \$       
Auditor Description Amount Index Sub object User Code

# COUNTY OF SANTA CRUZ

## REQUEST FOR APPROVAL OF AGREEMENT

To: **Board of supervisors**  
County Administrative Office  
Auditor Controller

FROM: **PUBLIC WORKS** (Department)  
BY: *[Signature]* (Signature) **2/19/02** (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)  
MARK THOMAS AND COMPANY, INC.  
and 90 ARCHER STREET, SAN JOSE, CA 95112 (Name/Address)  
PRELIMINARY BRIDGE DESIGN AND PREPARATION OF ENVIRONMENTAL DOCUMENTS ON
2. The agreement will provide HARKINS SLOUGH ROAD BRIDGE CROSSING, THE WEST BRANCH OF STRUVE SLOUGH,  
FEDERAL PROJECT NUMBER 05-SCR-0-CR, BRK 5936 (048)

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

4. Estimated Cost is \$ 461,779.28 ☐ Fixed ☐ Monthly Rate ☐ Annual Rate ☒ Not to Exceed

Remarks: CONTRACT \$461,779.28; 7% OVERHEAD \$32,324.54; TOTAL \$494,103.82

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 EIR Portion 135454-3655 # 229,568.31 (Index) 3590 (Sub object)  
# 264,535.51

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

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

Contract No: 12720  
By: *[Signature]* (Signature) PS Date: 02/20/02  
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

Date: 2/22/02 By: *[Signature]* (Department/Agency)  
County Administrative Office

JSL:mg

Distribution:

Board of Supervisors - White  
Auditor Controller - Canary  
Auditor-Controller - Pink  
Department - Gold

State of California  
County of Santa Cruz

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 ap-  
proved 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 Section 300 Proc Man

By: Deputy Clerk

AUDITOR-CONTROLLER USE ONLY

CO	Document No.	\$ JE Amount	Lines	H/TL	Keyed By	Date
TC110	Auditor Description	\$	Amount	Index	Sub object	User Code

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Application No. 01-0094

Assessor's Parcel No. - N/A; Right-of-way

APPLICANT AGREEMENT **FOR** PREPARATION OF  
ENVIRONMENTAL IMPACT REPORT  
**AN5**  
ENVIRONMENTAL ASSESSMENT

THIS AGREEMENT is entered into and effective this **fifth** day of March, 2002, by and between Pajaro Valley Unified School District (hereinafter referred to as "Applicant") and the County of Santa Cruz (hereinafter called "County").

WITNESSETH THAT:

WHEREAS, Pajaro Valley Unified School District (hereinafter called "Applicant") has filed with the County an application for a discretionary action on the part of the County; and, the application, known as 01-0094, **is** for improvements to Harkins **Slough** Road (hereinafter referred to as "Project"); and

WHEREAS, the County has determined that review of said application will require an Environmental Impact Report (EIR) under the terms of the California Environmental Quality Act (CEQA); and, the EIR will evaluate the Project and a separate bridge project proposed by the County Public Works Department, and the document that will be prepared to evaluate these **two** projects will be a combined National Environmental Policy Act (NEPA)/CEQA document that provides an Environmental Assessment (EA) as required by NEPA and an EIR as required by CEQA; and,

WHEREAS, County policy places the burden of the cost of all work necessary for the preparation and review of said Environmental impact Report upon the Applicant; and,

WHEREAS, County has arranged for performance of said work through the services of a qualified Consultant and has notified the Applicant of the nature of said arrangement including the selection of personnel, scope of work, and estimated cost; and,

WHEREAS, said Environmental Impact Report and Environmental Assessment is to be completed by Jones and Stokes Associates; and,

WHEREAS, the fee for the preparation of said EIR and EA has been negotiated to include \$229,568.31 as full compensation of said Consultant; and, the **tasks** associated with the School District Project equals \$52,899.40; and the remainder **will** be paid by the County Public Works Department; and,

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WHEREAS, the fee for County review and processing of said Report is to be based on an actual cost basis and is to be billed monthly payable within 30 days;

WHEREAS, Applicant has made payment to the County in the full amount of said negotiated fee **(\$52,899.40 total)**

NOW, THEREFORE, the parties hereto mutually agree as follows:

Upon execution of this agreement, pursuant to the Santa Cruz County Environmental Review Guidelines and applicable statutes and ordinances, the County shall take all necessary steps to prepare and review the aforementioned EIR/EA, including entering into an agreement for services with said Consultant. Said agreement by and between County and Consultant for services and costs shall be attached hereto as Exhibit "A" and by reference made a part thereof.

The Applicant shall provide the Consultant with whatever background information is needed to complete the report within 10 days of the starting date specified on Page 1 of this agreement.

The County shall deposit Applicant's payment into a fund set up for collection and distribution of funds involved in the preparation and review of EIRs.

If, in the opinion of the County, additional copies of the EIR/EA are necessary to provide adequate copies for public review, the County shall print such copies and the applicant shall reimburse the County for **25%** of the actual cost of printing.

Upon satisfactory completion of the preparation and review of said EIR/EA, County shall pay from said funds the above mentioned Consultant fee and bill the applicant the appropriate fee for review and processing.

The County shall furnish Applicant with a copy of said EIR/EA.

Either the County or Applicant may terminate this agreement by presentation to the other party hereto of written notice of said termination ten ~~ten~~ days prior to the effective date of said termination. County shall also retain reimbursement for staff costs incurred prior to said date of termination (based upon hours spent). County shall reimburse Applicant for any portion of above mentioned payment by Applicant in excess of said costs. Termination of this agreement at any point by the applicant shall constitute abandonment of the project.

No alteration or variation in the terms of this agreement shall be valid unless in writing and signed by the parties hereto.


IN WITNESS WHEREOF, the County and the Applicant have executed this Agreement to the effective date which shall be the date of execution by the County as written below.

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COUNTY OF SANTA CRUZ

APPLICANT

BY \_\_\_\_\_  
ALVIN D. JAMES  
Planning Director

BY  \_\_\_\_\_  
TERRY MCHENRY for PVUSD  
(print name)  
ASSOCIATE SUPERINTENDENT  
(print title)

DATE \_\_\_\_\_  
ATTEST:

DATE 2/21/02

BY \_\_\_\_\_  
County Clerk

Approved As To Form:

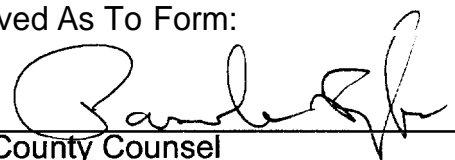
BY  \_\_\_\_\_  
County Counsel

Exhibit A: Consultant Scope of Work and Budget

eirc-app/cr/024



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Contract No. \_\_\_\_\_

INDEPENDENT CONTRACTOR AGREEMENT

THIS CONTRACT is entered into this \_\_\_\_ day of \_\_\_\_\_ 2002, by and between the County of Santa Cruz, hereinafter called COUNTY, and MARK THOMAS & COMPANY, INC., hereinafter called CONTRACTOR. The parties agree as follows:

1. DUTIES. CONTRACTOR agrees to exercise special skill to accomplish the following results: PRELIMINARY BRIDGE DESIGN AND PREPARATION OF ENVIRONMENTAL DOCUMENTS ON HARKINS SLOUGH ROAD BRIDGE CROSSING THE WEST BRANCH OF STRUVE SLOUGH, FEDERAL PROJECT NUMBER: 05-SCR-0-CR, BRLK 5936(048), 05-441301L. SEE ATTACHMENT NO. 1 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 \$461,779.28. 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 CONTRACTOR'S headquarters which is hereby designated as 90 ARCHER STREET, SAN JOSE, CA 951 12-4501. In addition, CONTRACTOR'S 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.

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 CONTRACTOR'S headquarters which is hereby designated as 90 ARCHER STREET, SAN JOSE, CA 95 112-4501. In addition, CONTRACTOR'S 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. PROMPT PAYMENT. CONTRACTOR 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 County. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the County. This clause applies to both DBE and non-DBE subcontractors.

4. 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 County. This clause applies to both DBE and non-DBE subcontractors.

5. STANDARD OF CARE: LICENSES CONTRACTOR 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. CONTRACTOR 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. CONTRACTOR warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them. CONTRACTOR 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. CONTRACTOR 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 CONTRACTOR'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 CONTRACTOR'S errors and omissions. Any employee of CONTRACTOR or its sub-contractors 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 CONTRACTOR and shall not be re-employed to perform any of the Services or to work on the Project.

6. PREVAILING WAGES By its execution of this Agreement, CONTRACTOR 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, CONTRACTOR agrees to fully comply with such Prevailing Wage Laws. The County shall provide the CONTRACTOR with a copy of the prevailing rate of per diem wages in effect at the commencement of this Agreement. CONTRACTOR 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 CONTRACTOR'S principal place of business and at the project site. CONTRACTOR 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.

7. TIME OF BEGINNING AND COMPLETION. Time of beginning and completion shall be as described:

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.

8. 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. All plans, specifications, studies, drawings, estimates, data and other documents or works prepared by or on behalf of the CONTRACTOR under this agreement, shall become the property of the COUNTY upon early termination of this agreement, except that the CONTRACTOR shall have the right to retain copies of all such documents for its records.

A., Effect of Termination For Convenience. If the termination is to be for the convenience of the County, the County shall compensate CONTRACTOR for Services fully and adequately provided through the effective date of termination. Such payment shall include a prorated amount of profit, if applicable, but no amount shall be paid for anticipated profit on unperformed Services. CONTRACTOR shall provide documentation deemed adequate by County's Representative to show the Services actually completed by CONTRACTOR prior to the effective date of termination. This Agreement shall terminate on the effective date of the Notice of Termination.

B. Effect of Termination for Cause. If the termination is for cause, CONTRACTOR shall be compensated for those Services which have been, fully and adequately completed and accepted by the County as of the date the County provides the Notice of Termination. In such case, the County may take over the work and prosecute the same to completion by contract or otherwise. Further, CONTRACTOR shall be liable to the County for any reasonable additional costs incurred by the County to revise work for which the County has compensated CONTRACTOR under this Agreement, but which the County has determined in its sole discretion needs to be revised, in part or whole, to complete the Project because it did not meet the standard of care established in Section 5. Termination of this Agreement for cause may be considered by the County in determining whether to enter into future agreements with CONTRACTOR.

C. Cumulative Remedies. The rights and remedies of the Parties provided in this Section are in addition to any other rights and remedies provided by law or under this Agreement.

D. Procurement of Similar Services. In the event this Agreement is terminated, in whole or in part, as provided by this Section, the County may procure, upon such terms and in such manner as it deems appropriate, services similar to those terminated.

E. Waivers. CONTRACTOR, in executing this Agreement, shall be deemed to have waived any and all claims for damages which may otherwise arise from the County's termination of this Agreement, for convenience or cause, as provided in this Section,

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F. Cost Principles Under Early Termination. Termination settlement expenses will be reimbursed in accordance with 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31. Subpart 31.205-42 (c) dealing with initial costs is not applicable to architectural and engineering contract terminations.

9. INDEMNIFICATION FOR DAMAGES, TAXES AND CONTRIBUTIONS. CONTRACTOR shall exonerate, indemnify, defend, and hold harmless COUNTY (which for the purpose of Sections 9 and 10 shall include, without limitation, its officers, agents, employees and volunteers) from and against:

A. Any and all claims, demands, losses, damages, defense costs, or liability of any kind or nature which COUNTY may sustain or incur or which may be imposed upon it for injury to or death of persons, or damage to property as a result of, arising out of, or in any manner connected with, or caused, or claimed to be caused, by the willful misconduct or negligent acts, errors or omissions of the CONTRACTOR, and its agents, officers, or employees in performing the work or services herein, and all expenses of investigating and defending against same; provided, however that the CONTRACTOR'S duty to indemnify and hold harmless shall not include any claims or liability arising from the established sole active negligence or willful misconduct of the COUNTY, its agents, officers, or employees.

B. Any and all Federal, State and Local taxes, charges, fees, or contributions required to be paid with respect to CONTRACTOR and CONTRACTOR'S officers, employees and agents engaged in the performance of this Agreement (including, without limitation, unemployment insurance, social security and payroll tax withholding).

10. 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.

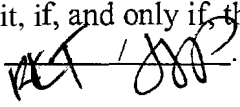
If CONTRACTOR utilizes one or more subcontractors in the performance of the Agreement, CONTRACTOR shall obtain and maintain Independent Contractor's Insurance as to each subcontractor or otherwise provide evidence of insurance coverage for each subcontractor equivalent to that required of CONTRACTOR in this Agreement, unless CONTRACTOR and COUNTY both initial here PKT / JJJ.

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 CONTRACTORS employees), leased or hired vehicles, in the minimum amount of \$500,000 combined single limit per occurrence for bodily injury and property damage. This insurance coverage shall not be required if vehicle use by CONTRACTOR is not a material part of performance of this Agreement and CONTRACTOR and COUNTY both certify to this fact by initialing here \_\_\_\_\_ / \_\_\_\_\_

(3) Comprehensive or Commercial General Liability Insurance coverage in the minimum amount of \$1,000,000 combined single limit, including coverage for: (a) bodily injury, (b) personal injury, (c) broad-form property damage, (d) contractual liability, and (e) cross-liability.

(4) Professional Liability Insurance in the minimum amount of \$1,000,000 combined single limit, if, and only if, this Subparagraph is initialed by CONTRACTOR and COUNTY .

B. Other Insurance Provisions

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

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

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

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

JOHN PRESLEIGH  
Contract Manager  
County of Santa Cruz Public Works  
701 Ocean Street, Room 410  
Santa Cruz, CA 95060.

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

JOHN PRESLEIGH  
Contract Manager  
County of Santa Cruz Public Works  
701 Ocean Street, Room 410  
Santa Cruz, CA 95060

11. 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) CONTRACTOR Contract Requirements as outlined in Attachment No. 4.

(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 11B. and 11C. 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.

12. DISCRIMINATION. The County 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 County 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 County'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 County 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.).

CONTRACTOR or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. CONTRACTOR shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by CONTRACTOR 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 County deems appropriate.

13. INDEPENDENT CONTRACTOR STATUS. CONTRACTOR and COUNTY have reviewed and considered the principal test and secondary factors below and agree that CONTRACTOR is an independent contractor and not an employee of COUNTY. CONTRACTOR is responsible for all insurance (workers compensation, unemployment, etc.) and all payroll related taxes. CONTRACTOR is not entitled to any employee benefits. COUNTY agrees that CONTRACTOR shall have the right to control the manner and means of accomplishing the result contracted herein.

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

SECONDARY FACTORS: (a) The extent of control which, by agreement, COUNTY may exercise over the details of the work is slight rather than substantial; (b) CONTRACTOR is engaged in a distinct occupation or business; (c) In the locality, the work to be done by CONTRACTOR is usually done by a specialist without supervision, rather than under the direction of an employer; (d) the skill required in the particular occupation is substantial rather than slight; (e) The CONTRACTOR rather than the COUNTY supplies the instrumentalities, tools and work place; (f) The length of time for which CONTRACTOR is engaged is of limited duration rather than indefinite; (g) The method of payment of CONTRACTOR is by job rather than by time; (h) The work is part of a special or permissive activity, program, or project, rather than part of the regular business of COUNTY; (i) CONTRACTOR and COUNTY believe they are creating an independent contractor relationship rather than an employer-employee relationship; and (j) the COUNTY conducts public business.

It is recognized that is not necessary that all secondary factors support creation of an independent contractor relationship, but rather that overall there are significant secondary factors which indicate that CONTRACTOR is an independent contractor.

By their signatures to this Agreement each of the undersigned certifies that it is his or her considered judgement that the CONTRACTOR engaged under this Agreement is in fact an independent contractor.

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; 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 Contractor 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 Contractor 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. 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 CONTRACTOR shall include a provision to this effect in each of its agreements with its subcontractors.



21. ADMINISTRATIVE REMEDIES. CONTRACTOR's failure to make good faith efforts to comply with the County'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.

22. 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.

23. 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.

24. DOCUMENTATION. The CONTRACTOR shall provide documentation of the results of the work to the satisfaction of the County. This may include but is not limited to preparation of progress and final reports, plans, specifications, and estimates, or similar evidence of attainment of the agreement objectives.

25. 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 Contractor under this Agreement ("Documents and Data"), shall become the property of County upon the completion of the term of this Agreement, except that Contractor shall have the right to retain copies of all such Documents and Data for its records. Should Contractor, 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 Contractor under this Agreement ("Intellectual Property"). Contractor 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. Contractor represents and warrants that Contractor has the legal right to license any and all Intellectual Property prepared or caused to be prepared by Contractor 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 Contractor harmless from any claim, damage, suit, cost, or action arising out of or related to the reuse of Contractor'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.

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 Contractor in connection with the performance of this Agreement shall be held confidential by Contractor. Such materials shall not, without the prior written consent of the County, be used by Contractor 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 Contractor which is otherwise known to Contractor or is generally known, or becomes known, to the related industry shall be deemed confidential. Contractor 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.

26. **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.

27. **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.

28. **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.

29. **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.

30. **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."

31. CERTIFICATION BY CONTRACTOR AND BY COUNTY. At the time of execution of this agreement, the CONTRACTOR shall execute Attachment No. 2, "Certification of Consultant" and the COUNTY shall execute Attachment No. 3, "Certification of Local Agency."

32. ATTACHMENTS. This Agreement includes the following attachments:

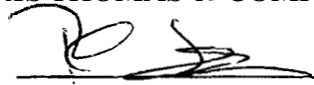
- Attachment No. 1 - Scope of Work
- Attachment No. 2- Certification by Consultant
- Attachment No. 3 - Certification by Local Agency
- Attachment No. 4 - Bidder/Proposer Disadvantaged Business Enterprise (DBE) Requirements and Instructions
- Attachment No. 5 - Disadvantaged Business Enterprise (DBE) Participation Requirements
- Attachment No. 6- County of Santa Cruz Bidder/Proposer DBE Information
- Attachment No. 7 - DBE Information – Good Faith Efforts
- Attachment No. 8- County of Santa Cruz - MWDBE Questionnaire

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

COUNTY OF SANTA CRUZ

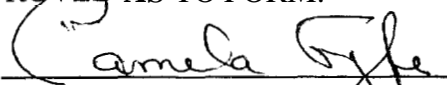
By: \_\_\_\_\_  
Director of Public Works

CONTRACTOR  
MARTS THOMAS & COMPANY

By:   
Address: 90 ARCHER STREET  
SAN JOSE, CA 95112-4501

Telephone: (408) 453-5373

APPROVED AS TO FORM:

By:   
Assistant ~~Chief~~ County Counsel

DISTRIBUTION: Auditor-Controller  
Risk Management  
Contractor  
Public Works

JSL:mg

FEDCONTRACT.DOC/MTM.wpd

## **Attachment 1**

### **Scope of Services**

#### **Harkins Road Bridge Project**

##### **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 by 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 Seiection 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

**Subconsultant – Parikh Consultants Inc.**  
**Scope of Services**  
**Geotechnical Engineering**

**PROPOSED CONSTRUCTION**

The proposed project will consist of a new bridge structure across Struve Slough. Roadway improvements will include new approaches to the structure. Due to the existing soil conditions, it is anticipated that deep foundations with special design will be required to support the structure.

**PROJECT CONSIDERATIONS**

Based on the limited previous study, the Struve Slough area at Harkins Slough Road is underlain by soft peaty soils to depths on the order of 40 feet. This poses several design challenges for the bridge foundation. Consideration will have to be given to issues such as,

- Settlement and down-drag loading on piles
- Lateral capacity of piles and depth to point of fixity
- Vertical capacity and pile lengths
- Constructability of selected pile type due to soft peat and caving conditions
- Seismic design considerations due to soft ground amplification, lack of lateral capacity in peaty soils etc.
- Potential for liquefaction and lateral spreading
- Treatment of approach fill on soft soils

Based on these issues we have developed a detail scope of work for this project as discussed in the following sections

**SCOPE OF WORK**

Our investigation for the proposed project will include a review of the existing soil literature available in the project area, subsurface exploration, soil sampling, laboratory testing, design recommendations, design consultation and preparation of geotechnical engineering report. Our office has significant data and knowledge of the subsurface conditions having drilled borings for the nearby Watsonville Slough at Harkins Slough Road.

Based on the available information, we anticipate drilling a total of four borings for the bridge structure. In addition we will conduct two Cone Penetrometer tests in the approach areas to help address the settlement and pavement issues associated with the roadway fill. These will be drilled from the existing roadway. Traffic control is not included at this time.

Environmental assessment and contamination review (if any) are not included in our scope of work. Post report consultation and review of plans and specifications (from a geotechnical standpoint) are also proposed in our scope of work.

Task 1.0      FOUNDATION REPORT (Including Roadway approaches)

Phase 1:

Subsurface investigation will be conducted under this task to evaluate the soil conditions and their foundation design requirements for the proposed new bridge.

- Task 1.1      -      **Permits/Research:** Comply with requirements for necessary encroachment permits from the City and other concerned agencies. Permits will be provided by the City. We will obtain necessary utility clearances for field exploration work within the roadway area.
- **Research and Data collection:** supplemental review of readily available published geologic and soil literature in the vicinity of the site including available boring information from previous study.
- Task 1.2      Field Exploration: Total of 4 borings up to 100 feet deep are proposed to explore the subsurface conditions for the bridge. In addition 2 Cone Penetrometer Tests will be conducted at the bridge approaches for roadway design within 200 feet of the bridge. The boring locations will likely be adjacent to shoulder of the roadway and depend upon the available access. Depending upon the design requirements, the depth of borings may be modified. However, the requirement is to drill at least 10' below the anticipated pile tip elevation. The existing soil conditions indicate soft compressible soils on the order of **45** feet below grade.
- Classify and continuously log subsurface soil conditions encountered in each test boring at the time of drilling. Obtain "relatively undisturbed" and bulk samples of substrata from test borings. The borings will be drilled and capped in accordance with applicable City requirements.
- Task 1.3      -      **Laboratory Testing:** Perform laboratory tests on representative soil samples including moisture density, gradation analyses, plasticity index, direct shear, unconfined compression, consolidation, corrosion tests, etc. as necessary.
- Task 1.4      -      **Soils Analysis/evaluation:** Perform engineering analyses and develop design recommendations for the support of vertical and lateral loads, settlement and slope stability of embankments for the proposed bridge structure.



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Page 3

- Task 1.5 - Preliminary Soils Recommendations (Type Selection Report): Prepare preliminary soil design parameters and recommendations for lateral loads, foundation types, including bearing capacities and anticipated tip elevations for piles for the structure. A type selection letter or a preliminary letter (memo) will be prepared for inclusion in the Type Selection Phase.

#### Phase 2:

- Task 1.6 - Prepare Foundation Report: Prepare detail report including design recommendations for foundation types and pile tip elevations, information on groundwater conditions, allowable bearing capacity and other information needed to evaluate the selected foundation.
- Discuss seismic considerations, evaluate the liquefaction potential and comment on the site soil conditions from this standpoint. Information on groundwater conditions, allowable bearing capacity and other information needed to evaluate the selected foundation.
- Prepare a written report for the bridge structure in accordance with Caltrans guidelines, documenting the work performed, physical data acquired and geotechnical design recommendations.
- Using the general plan as a base map, we will provide Log of Test Borings in accordance with Caltrans/City standard
- Task 1.7 - Design Review Consultation
- Assist design team during design review process.

### **CONSTRUCTION PHASE**

It is our understanding that we will provide pile driving observation during construction of the bridge structure. Our services are provided to the Construction Manager in support of their full time inspection work. At this time these services cannot be estimated since the bridge design and the foundation support design is not known.

### **COST ESTIMATE**

Based on the above scope of work we have attached the cost estimate sheet by staff type and task categories. Because of the nature of this project, the individual estimates may vary between

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different categories. This is provided to have an understanding of the level of effort required for the project. If the scope of work is modified subsequently, the estimates may be revised.

We are looking forward to assisting you on this project. Our proposal is valid for a period of 90 days from the submittal **date**. If you have any questions regarding this proposal, please feel free to contact our office at your convenience.

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**Subconsultant – Jones & Stokes**  
**Scope of Services**  
**Environmental Engineering**

## **Project Knowledge**

The County of Santa Cruz (County) and City of Watsonville (City) propose to construct a 400–500 foot-long bridge on Harkins Slough Road at its crossing of the West Branch of Struve Slough in Watsonville. The bridge would replace the existing low-water road crossing of the slough. Major funding for the project will be provided by the Federal Highway Administration (FHWA). As part of the project, the existing road and culvert crossing of Struve Slough would be removed and the area beneath the road restored. During bridge construction, the *road* would be closed and traffic re-routed along Lee Road.

As a component of this environmental review, the Pajaro Valley Unified School District (PVUSD) proposes to improve the Harkins Slough Road frontage west of the proposed bridge as part of the construction of its third high school. Improvements would include widening of travel lanes, addition of a bike lane in each direction, addition of a pedestrian sidewalk along the north side of the road, and drainage facilities. The PVUSD would fund this component. Although the high school will be built at the same time as the bridge construction, it will not be occupied until the bridge is completed.

Preliminary drawings are available of the road improvements proposed by the PVUSD. At this writing, the bridge is still in preliminary design phase, and no design drawings are available.

The existing Harkins Slough Road disrupts the flow of water in the West Branch of Struve Slough. Below flood elevation, the road becomes covered with water during rain storms. Construction of the proposed bridge would provide all-weather access across and hydrologic continuity along the slough.

As a result of the project, the current two-lane road would be replaced by a road with two 12-footwide travel lanes, two 5-foot bicycle lanes, and a 6-foot pedestrian sidewalk on one side. Construction would occupy the existing right-of-way with a possible small expansion where the road crosses the slough. Any additional right-of-way would be provided by the City from its land on the north side of Harkins Slough Road. During bridge construction, Harkins Slough Road would be used as a staging area.

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The City's amended Local Coastal Program (LCP) prohibits improvements to Harkins Slough Road that are not intended to serve approved development in the City's Coastal Zone Area C. The LCP further requires that road improvements include measures to protect habitat and minimize the amount of lights, noise, glare, and activity visible and/or audible in the West Branch of Struve Slough. Night lighting is to be limited to the minimum necessary to meet safety requirements, including height and illumination limits, provide shielding and reflectors to minimize light spill and glare to the greatest extent feasible, avoid any direct illumination of and incorporate timing devices to ensure that the roadway is illuminated only during school functions and never all night.

This portion of Harkins Slough Road adjoins the City limits. Bridge construction is being carried out by the County with the assistance of the City. The bridge improvement is reflected in the regional transportation plan and the regional transportation improvement program. Funding for the project is being provided by a combination of State and FHWA sources. Road improvements along the high school frontage will be the responsibility of PVUSD.

The County has contracted Mark Thomas and Company (MTCO) to undertake the bridge design and engineering. Under agreement with the County, the City will provide construction oversight. Jones & Stokes has been requested to submit this proposal for the preparation of a joint environmental assessment (EA) and environmental impact report (EIR) for the project. Jones & Stokes also would prepare related technical studies, a conceptual restoration plan, and mitigation monitoring program.

The EA/EIR will be written to meet the requirements for National Environmental Policy Act (NEPA) compliance set out by FHWA and the California Department of Transportation (Caltrans), as well as the requirements of the California Environmental Quality Act (CEQA) to the satisfaction of the County. Issue areas to be addressed in the joint CEQA/NEPA document will include air quality, water quality, biology, noise, construction-related traffic, hazardous materials, land use plan and coastal zone consistency, socio-economic impacts, growth inducement, and cumulative effects. Hexagon Transportation Consultants, Inc. (Hexagon) will prepare the traffic study, as a subconsultant to Jones & Stokes. MTCO will prepare a Location Hydraulics Study and Floodplain Evaluation Report under separate contract. The technical reports to be prepared by Jones & Stokes to support the EA/EIR include:

- natural environment study (NES), including a wetlands delineation and Biological Assessment
- a lighting study;

33.1

- scenic resource evaluation and visual impact assessment;
- noise study; and
- Section 106 cultural resources report.

## Other Agencies and Permits

FHWA is a major participant in this project. As the NEPA lead agency, FHWA is responsible for reviewing and approving the EA/EIR. FHWA will take responsibility for the complete document; the bridge and the road improvements will be treated as one project. The project timeline must account for the time FHWA will need to review draft documents, and FHWA must be satisfied that there is a purpose and need for the project.

The project must also be reviewed by other agencies during the process of preparing the EA/EIR. The most salient agencies and permits are described below. The responses of these agencies to the project will directly affect the content and conclusions of the EA/EIR.

The bridge is located in the Coastal Zone and will require a County coastal development permit. The California Coastal Commission has certified the County's LCP, delegating the County the authority to issue coastal development permits for development in the Coastal Zone.

Work on the bridge will include removal of the existing culvert and roadbed. The West Branch of Struve Slough is known to support California red-legged frogs, a federally listed threatened species. In addition, the U.S. Fish and Wildlife Service (USFWS) has expressed concern that Santa Cruz long-toed salamanders, a federally listed endangered species, and California tiger salamanders, a federally listed endangered species, may also use or inhabit the site. A consultation with the USFWS and the preparation of a biological assessment will be required under Section 7 of the Endangered Species Act (ESA). For purposes of the Biological Assessment, Jones & Stokes will assume the presence of Santa Cruz long-toed salamanders.

The bridge project will require a Section 404 wetland permit from the U.S. Army Corps of Engineers (Corps) and a Section 401 water quality certification from the Central Coast Regional Water Quality Control Board. The extent of affected jurisdictional wetlands will need to be delineated on the basis of the proposed construction. Measures to minimize the release of fill into the wetlands and maintain water quality will need to be identified as well.

A Section 1601 streambed alteration agreement also will be needed from the California Department of Fish and Game (DFG).

Cultural resource surveys have been performed for the Caltrans Highway 1 interchange project east of the bridge site. However, given that design drawings are not yet available, no area of potential effect (APE) has been established as of this writing. During preparation of the EA/EIR, a Section 106 cultural resources report must be prepared and submitted to the State Historic Preservation Officer for review, pursuant to the National Historic Preservation Act. Jones & Stokes assumes that the FHWA will be the lead federal agency under Section 106.

## Approach

This project presents several integration challenges. In most cases, the FHWA will not approve the release of a draft environmental document ~~until~~ the technical reports are completed and the required consultations with resource protection agencies are completed.

The following scope of work begins the preparation of these technical studies early in the environmental process so that they can be used to guide preparation of the EA/EIR. The time the USFWS takes to review the Biological Assessment **will** be an important factor in making the EA/EIR available to the public. The USFWS may take 145 days or more to review the biological assessment and prepare a biological opinion. The draft EA/EIR cannot be released for public review before the USFWS response is received. Jones & Stokes will consult with Caltrans and the FHWA regarding beginning the review of the Biological Assessment as soon as possible.

**Document Format.** The document will be prepared as a joint CEQA/NEPA document, in compliance with both federal and state laws. Because CEQA is less rigid in its format requirements, the document will primarily satisfy the format needs of the **FHWA**. Where pertinent, such as in the discussion of environmental effects, the document will highlight those discussions that primarily relate to CEQA (e.g., CEQA significance). Jones & Stokes will consult with Caltrans and the FHWA for the purpose of establishing an acceptable document format prior to commencing drafting the EA/EIR.

**Review of Drafts.** The scope also provides for an iterative process for the County, Caltrans, and the FHWA to review administrative drafts of the EA/EIR **and final** EA/EIR. Our approach has Jones & Stokes providing a first, preliminary administrative draft EA/EIR to the County for its review, then **an** administrative draft (incorporating County revisions) for review by Caltrans. After Caltrans'

comments have been addressed, a **final** draft would be provided to Caltrans for transmittal to **FHWA**.

**Shared costs.** The cost of the EA/EIR will be shared by the County and the PVUSD in the manner described below.

- The entire cost of preparing the Natural Environment Study (NES) and the technical reports on potential noise and visual impacts will be paid by the County because these documents are required to satisfy Caltrans and Federal Highway Administration requirements for construction of the bridge (see September 10, 2001 letter from Caltrans to the County).
- The entire cost of preparing the Section 106 report **will** be paid by PVUSD. In all likelihood, the archaeological survey conducted for the interchange project will encompass the bridge's area of potential effect. Consequently, we expect that the additional Section 106 survey work required will be associated exclusively with the road upgrades proposed by PVUSD.
- The cost of the traffic, **air**, and water quality technical reports will be shared equally by the County and PVUSD because both construction of the bridge and the other road upgrades could affect these attributes.
- The cost of preparing the draft EIR/EA, Final EIR/EA, and MMRP will be apportioned 70% to the **County** and 30% to PVUSD based on an approximate ratio of the area to be affected by the bridge construction compared to the area to be affected **by** the PVUSD road improvements.
- The cost of permitting will be paid entirely by the County because the contractor will only be assisting the County with this task.
- The cost of preparing the restoration plan will be paid by the County because the need for restoration is associated with construction of the bridge.

### Task 1. Refine Scope and Project Description

Jones & Stokes will meet with the County at **an** initial kick-off meeting, to **refine** the project description. Availability of a preliminary layout drawing for the proposed bridge and roadway improvements is important at this stage; we also will discuss whether any project alternatives or design variations should be studied and discussed in the environmental document. The meeting also will be used to establish a review protocol and preliminary schedule.

In order to develop a complete project description, Jones & Stokes will need the following information:

a written description of the proposed bridge project, including staging areas, fill and borrow sites (if any), timing of construction of the bridge and road improvements, and any environmental protection measures being incorporated into the project design;

- a written description and mapped locations of all construction work related to the bridge and road improvement project, including the work areas, all bridge work, approach roadways, intersections, and utility relocations;
- detailed maps (aerial photograph at a scale of 1:100) and topographic maps of the project area (all land within 1,000 feet of the project site), showing project boundaries, rights-of-way, ownership, and any land that will be needed for temporary construction use or permanent right-of-way for the project, including lands identified as ESHA;
- scale drawings of the project roadway conditions showing project roadway lanes; elevations, including the ordinary high- and low-water marks and 100-year-flood elevation of the West Branch of Struve Slough; topographic information; and pile locations;
- a description of the types of pilings to be used, the method for driving the piles, and information on the noise and vibration levels generated by pile driving (i.e., peak sound levels and peak particle velocity vibration levels generated at a reference distance);
- type and number of construction equipment to be used, along with the construction schedule;
- rights-of-entry and landownership information for each parcel that will be affected by the project, including any new right-of-way and temporary construction easements; and
- design information complete enough to determine the amount of vegetation that will need to be removed for the bridge project.

Jones & Stokes will prepare a preliminary project description, including a purpose and need statement, and submit *six* copies to the County for review. The County will transmit *two* of these copies to Caltrans for concurrent review **and** comment. Other copies will be provided to the City and PVUSD. We will request that **all** parties review the preliminary project description and provide comments before completing the final project description.



## Task 2. Prepare Technical Studies

Jones & Stokes will deliver 10 copies of a draft of each technical study report for review by the County, the City, and Caltrans. After incorporating the written comments into the studies revisions, Jones & Stokes will deliver 10 draft reports to Santa Cruz County to send to Caltrans for FHWA review. The final studies will be made appendices to the EA/EIR. For purposes of cost estimating, we assume that only one review round of the technical studies will be required. If additional review is necessary, Jones & Stokes will request augmentation.

All technical studies will be prepared in accordance with Caltrans' Guidance for Consultants (1997) and the FHWA Technical Advisory. Based on review of the project area and our understanding of the resources and requirements for Caltrans and FHWA, we anticipate the need for the following technical studies:

- NES, including a wetlands delineation and Biological Assessment;
- Section 106 study, also known as cultural resources studies including a negative historic property survey report (HPSR) and negative archaeological survey report (ASR) (we assume negative reports will suffice based on the prior work done by Caltrans for the Highway 99/Harkins Slough Road interchange);
- noise study,
- air quality study,
- visual impact study;
- water quality study;
- hydraulic and floodplain study performed by MTCO; and
- traffic study performed by Hexagon.

Based on our discussions with Cathy Stettler and Gary Ruggerone of Caltrans, this project will not encroach upon land subject to Section 4(f) protection. Accordingly, this scope does not include a Section 4(f) evaluation. If such an evaluation becomes necessary, Jones & Stokes can prepare it under a contract augmentation.

**Subtask 2a. Natural Environment Study.** The NES report will document the methods, sources used, and the findings of the biological studies and information necessary for consultation with USFWS and the basis for the discussion in the environmental documents. Generally, the NES includes documentation of the biological, wetland, and water quality resources in the study area and an assessment of the impacts of the project on those resources.

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Jones & Stokes biological team will obtain and review existing and available information pertaining to the project area. This review will include records from the DFG's Natural Diversity Database (NDDB)(2001) and surveys prepared for other projects in the region: June 1998 wetland delineation report for New Millennium High School site, Watsonville, Huffman & Associates, Inc.; September 1998 State Route 1 interchange improvement project NES, Biotic Resources Group; August 1999 Harkins Slough Road/Highway 1 Ramp amphibian surveys, Dana Bland & Associates; July 2000 preliminary wetland evaluation and sensitive species habitat evaluation for the alternate access feasibility study, PVUSD project, Huffman and Associates; July 2000 PVUSD third high school alternative access feasibility study—tarplant survey results, Randall Morgan; March 2001 California red-legged frog biological assessment, Caltrans; May 2001 aquatic sampling for amphibian larvae at West Branch Struve Slough, Dana Bland and Associates; and July 2001 Struve Slough and Watsonville Slough Bridges: results of Santa Cruz tarplant survey, Biotic Resources Group).

Biological studies will be conducted to support preparation of the Caltrans= NES report, Biological Assessment for USFWS, wetland delineation report, and the CEQA/NEPA document. The biologists will follow the methods outlined in Caltrans' Guidelines for Consultants (1997) and any additional methods requested by the agency. The NES will be based largely on current studies done for special-status plants and wildlife. During the wetland delineation, Jones & Stokes biologists will also be alert to special-status plants and wildlife species. Should more intensive field work be required, or field work determined to be necessary to update past studies, Jones & Stokes will request augmentation.

**Wetland Delineation.** Jones & Stokes biologists will make a field visit to delineate waters of the United States (including wetlands), using the routine on-site methods described in the Corps 1987 Wetland Delineation Manual. We will identify other waters of the United States (i.e., West Branch of Struve Slough), based on an observable ordinary high-water mark.

**Noxious Weeds.** Jones & Stokes will obtain a list of noxious weeds species from the County Agricultural Commissioner. The field survey will document the presence and extent of noxious weed infestations.

**Plant Communities and Associated Wildlife Habitats.** Jones & Stokes will characterize and map plant communities and associated wildlife habitats. ESHAs identified by the Coastal Commission will be included in the habitat characterization and mapping. We will classify the plant communities according to the list of California terrestrial natural communities recognized by the NDDB.

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The NES will summarize federal, state, and local regulations applicable to the project area and discuss the roles and responsibilities of federal, state, and local agencies in permitting. The NES will include an analysis of cumulative impacts on the natural environment in and associated with West Branch of Struve Slough and the Watsonville slough system. In addition, the NES will analyze the effects of lighting the bridge and road on wildlife species inhabiting the West Branch of Struve Slough. The analysis will consider the limitations on lighting incorporated into the Local Coastal Program and recommend measures to minimize the effects of lighting.

Resources located during field surveys will be mapped on aerial photographs provided by MTCO (1:100 scale) and documented on field data forms. A detailed description of the mitigation measures required to avoid and minimize impacts associated with the project will be included in a separate memorandum and incorporated into the final NES after approval by the County and Cdtrans.

**Biological Assessment.** The bridge project will require a Biological Assessment and consultation with the USFWS because past surveys have found California red-legged frogs and tadpoles in the West Branch of Struve Slough and because the Santa Cruz long-toed salamander is assumed to be present in the project area. Jones & Stokes will coordinate with the USFWS to discuss California red-legged frog, Santa Cruz long-toed salamander, and other federally listed species that may be affected by the project and to determine the most efficient approach for achieving ESA Section 7 compliance. At this time, it is not known whether formal consultation will be required on federally listed species in addition to California red-legged frog and Santa Cruz long-toed salamander. If additional consultation is required, the scope of work and cost estimate will need to be reviewed and possibly revised.

**Subtask 2b. Section 106 Compliance.** Section 106 requires federal agencies to account for the effects of federal undertakings on historic, archaeological, and cultural resources. Agencies must identify an APE and whether any properties in the APE are listed in or eligible for listing in the National Register of Historic Places (NRHP). Furthermore, agencies must consult with the State Historic Preservation Officer (SHPO) and afford the Advisory Council on Historic Preservation (ACHP) opportunity to participate in consultation. If we determine that the undertaking will have an adverse effect on historic or archaeological resources, then the agency must consult with the SHPO regarding mitigation of the effects.

To assist the County and PVUSD with Section 106 compliance, Jones & Stokes will complete the following tasks.

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- **Conduct Records Search.** Jones & Stokes cultural resources staff will conduct a records search at the Northwest Information Center at Sonoma State University. This records search will consult California's database of previous studies and previously recorded sites in the proposed project areas and within a 2½ mile radius. Jones & Stokes will initiate Native American consultation through the Native American Heritage Commission to complete a list of interested individuals possibly having knowledge of cultural resources in the project area. Correspondence will be initiated with these individuals. Jones & Stokes also will contact local historical societies and any other interested groups or persons to request information regarding potential cultural resources in the study area. This will update the research conducted by Caltrans in 1999.
- **Prepare Draft APE Maps.** Using design maps supplied by the County, Jones & Stokes will prepare a draft APE map for cultural resources. The draft APE maps will be submitted to Caltrans for review and revised if necessary; final APE maps will be signed by FHWA. The APE will consist of the construction area, construction easements, new rights-of-way, haul roads, utility relocations, associated staging areas, and immediately adjacent acreage. The APE map may be modified depending upon the findings of the field survey; any changes will be reflected in the final APE. For the purpose of this scope, Jones & Stokes assumes that Caltrans or FHWA will not expand the APE to include the proposed high school site or Lee Road. If the APE is expanded, a modification to the scope and cost will be necessary.
- **Field Survey.** Jones & Stokes archaeologists will conduct a pedestrian survey of Harkins Slough Road and the area adjoining the edge of the area proposed for improvement/widening by the PVUSD west of State Route 1. Areas which are found to be inaccessible because of dense vegetation or other obstructions will be surveyed at a reconnaissance level. Because the project area appears to have low probability for archaeological resources and for the purpose of estimating costs, this scope assumes that no archaeological sites will be identified in the APE. The bridge site is located within the APE approved for the Harkins Slough Road/Highway 1 interchange and was previously surveyed in conjunction with that project. The high school site was surveyed prior to preparation of the environmental impact report in 1998. This scope assumes that the previous survey of the school site and bridge will be adequate and that the APE for the bridge will not require additional surveys beyond the portion of Harkins Slough Road described above. If we discover in the APE archeological sites or building pre-dating 1957, an augmentation to the scope and cost will be necessary.
- **Prepare Preliminary Draft Reports.** Jones & Stokes will prepare the appropriate technical reports. Preliminary information, such as the April 23, 2001, memorandum by Kelda Wilson, Caltrans archaeologist, indicates that a negative

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historic property survey report (HPSR), and a negative archaeological survey report (ASR) will suffice. These technical documents will be bound together along with any additional required documentation. After review by the County and Caltrans, Jones & Stokes will produce final technical reports.

**Subtask 2c. Noise Study.** Jones & Stokes will prepare a noise study report evaluating the noise impacts and potential noise abatement/mitigation measures for the proposed project. The report will be prepared in accordance with procedures specified by the FHWA in Title 23, Section 772 of the Code of Federal Regulations (CFR) (23 CFR 772) and the Caltrans Traffic Noise Analysis Protocol (Protocol).

The project does not involve increasing capacity on the roadway or substantial vertical or horizontal realignment of the roadway, so noise levels in the area are not expected to change significantly. We will not evaluate traffic noise impacts. However, construction of the project will involve pile driving, so we will evaluate noise impacts from pile driving.

The closest areas of human habitation are multifamily housing units located east of Highway 1. Jones & Stokes will conduct a field noise study to quantify and assess existing noise conditions at these noise sensitive land uses. Sound-level data will be collected over a 10- to 15-minute period at selected times throughout the day. This work plan assumes that all necessary field investigations can be conducted by one Jones & Stokes staff person in one day. If circumstances beyond our control (e.g., adverse weather conditions) preclude completing the field investigation in this time frame, a scope and cost modification may be required to complete the necessary fieldwork.

Jones & Stokes will evaluate potential pile driving-generated noise levels at the nearby housing units and in the vicinity of the slough. Ground vibration from pile driving may also adversely affect wildlife species, so these levels will be evaluated, and abatement/mitigation will be evaluated and presented if appropriate.

A draft noise study report will be prepared summarizing the results of the noise and vibration study.

Based on our experience with Caltrans, we recommend and assume that the noise study report will address Caltrans/FHWA criteria only. Noise impacts relative to City and County noise standards will be addressed in the environmental document.

To comply with the requirements of CEQA, the significance of noise impacts must be determined. Because land in the jurisdictions of both the County and City would potentially be affected by construction noise, the significance of noise impacts will be based on criteria determined by the County and City (i.e., general plan noise element

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standards), depending upon the effect. Where significant noise impacts are identified, mitigation to reduce impacts to a less-than-significant level will be identified where feasible.

We assume that the following information will be provided to Jones & Stokes by the County before the analysis begins:

- aerial photographs of the project site (at a scale of 1 inch equals 200 feet or less) showing noise sensitive uses (e.g., residences, schools) within 1,000 feet of the bridge project;
- scale drawings of the project roadway conditions showing project roadway lanes, topographic information, and pile locations; and
- a description of the types of piles to be used, the method for driving the piles, and information on the noise and vibration levels generated by pile driving (i.e., peak sound levels and peak particle velocity vibration levels generated at a reference distance).

**Subtask 2d. Air Quality Study.** Jones & Stokes will prepare an air quality report evaluating the air impacts and potential air mitigation measures for the proposed project

As part of the analysis, we will collect air quality setting information and quantify construction emissions as required by the Monterey Bay Unified Air Pollution Control District (MBUAPCD). Construction emission estimates will be based on project-specific information, on the MBUAPCD's CEQA Air Quality Guidelines, and on state and federal heavy duty construction equipment emission factors. We will use the MBUAPCD's significance thresholds to determine whether the project would result in significant air impacts. Where feasible, mitigation measures will be identified for any significant air impacts.

Since the project is a federally funded road project, we will evaluate whether the project meets transportation conformity requirements. As the project does not involve increasing capacity on the roadway, the completed project is not expected to have an impact on microscale air concentrations in the project area. However, we will use the guidelines stated in the Transportation Project-Level Carbon Monoxide Protocol to evaluate the impact of carbon monoxide concentrations at sensitive receptors near the project.

We assume that aerial photographs of the project site (at a scale of 1 inch equals 200 feet or less) showing air sensitive uses (e.g., residences, schools) within 1,000 feet of the roadway will be provided to Jones & Stokes before the analysis begins.

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**Subtask 2e. Scenic Resource Evaluation and Visual Impact Assessment.** Jones & Stokes will prepare an assessment of visual and aesthetic impacts of the proposed bridge replacement and roadway improvements. The analysis will be prepared by Jones & Stokes' visual resources staff with expertise in visual assessment, viewshed mapping, impact analysis, photorealistic simulation, and landscape architecture. The analysis will be formatted as an independent technical report and will be incorporated into the EA/EIR, in administrative draft and final versions (two iterations).

The assessment will include

- discussion of the methodology, terms, and thresholds for significance;
- an overview of applicable local, state, and federal policies and guidelines regarding visual resources (including the general plan);
- description of the regional visual character and area-specific landscape viewshed units (which comprise the baseline conditions for assessing aesthetic impacts);
- characterization of viewer groups and their responses to changes in views;
- an impact analysis which will focus on changes in **key** views, overall visual character, nighttime light, and daytime glare; and
- recommendations and mitigation measures to lessen potential project impacts.

To ensure that the assessment fully meets standards for environmental compliance, the visual resources assessment will follow methodology and protocol developed by FHWA and adopted by Caltrans, in combination with elements of other visual resources assessment methods (including those of the U.S. Forest Service and Bureau of Land Management) and standards of professional practice for aesthetic analysis. Representative photographs will be included to document key views and typical conditions.

In addition to the analysis, to demonstrate changes in views as a result of the proposed project, Jones & Stokes will prepare up to four color, computer-generated photorealistic simulations. The purpose of the simulations will be to demonstrate the visual conditions of the project site before and after implementation. The selected locations for the simulations will be determined after discussion **with** County staff. We assume that the project engineer will provide detailed engineering drawings (in AutoCAD) on which to base the simulations.

**Subtask 2f. Water Quality Study.** Jones & Stokes will conduct a qualitative analysis of the potential short-term (i.e., construction) effects of bridge construction, road improvements, and removal of the existing road on water quality in the West Branch

of Struve Slough. The analysis **will** address the possibility of increased sedimentation and turbidity, the potential for pollution from accidental spills, and any probable adverse changes to water quality after construction.

**Subtask 2g. Location Hydraulics Study and Floodplain Evaluation Report.** This study and report are included in the MTCO scope, and we assume that they will be prepared by MTCO. We will work with MTCO to ensure that the floodplain evaluation report summary is completed. The relevant hydrological information will be integrated with the NES and used in the evaluation of the likely effect of the bridge on the PVUSD biological restoration project

**Subtask 2h. Traffic Study.** A traffic study will be prepared addressing construction-related traffic impacts relating to the closure of Harkins Slough Road. The scope of work relies upon the following assumptions. Traffic in the area that will be affected by the project consist of the following three types:

- **Existing traffic.** Existing traffic volumes on Harkins Slough Road, west of Highway 1 are very low. Recent traffic counts indicate that fewer than 40 vehicles use this roadway segment during commute hours.
- **Bridge construction traffic.** Bridge construction traffic pertains to construction workers traveling to and from the site, and trucks delivering heavy equipment and building materials.
- **Millennium High School construction traffic.** Directly adjacent to the new bridge is the construction site of the new Millennium High School.

Construction schedules and related traffic flows for the new school and the new bridge will overlap. The bridge project assumes that Lee Road will be used as the detour route for existing and construction traffic. However, improvements to Lee Road will be necessary if the bridge construction period extends into the rainy season, since the road is often flooded and unusable for about ~~six~~ months of the year.

It is anticipated that the total traffic volumes (i.e., existing and construction), for which temporary routes will need to be provided, ~~will~~ be very low. It is not likely that construction-related traffic would increase to unacceptable peak hour conditions on roadways or at intersections.

**Data Collection.** 24-hour traffic counts will be collected at the Harkins Slough Road (west of the Highway 1), Lee Road, and West Beach Street. Field observations will be conducted to identify roadway characteristics and conditions in the vicinity of the project.



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**Evaluation of Existing Conditions.** Jones & Stokes will evaluate and describe the physical characteristics, condition, and existing traffic on Harkins Slough Road, Lee Road, and West Beach Street.

**Project Traffic Conditions.** Construction traffic volumes for the bridge and school projects will be estimated based on information to be obtained from the County, Caltrans, and PVUSD. Existing and construction traffic volumes will be diverted to alternate routes (via Lee Road) and operational conditions will be evaluated and described.

**Description of Impacts and Recommendations.** Based on analyses and field observations. Jones & Stokes will identify and describe potential traffic impacts. We will recommend locations and types of improvements or modifications to mitigate significant impacts.

**Alternatives.** As an alternative to closing Harkins Slough Road entirely during the construction of the bridge, the new bridge could be built one lane at a time so that the road can remain open. East- and westbound traffic flows would have to be controlled, alternating use of the one open lane. Jones & Stokes will evaluate and describe traffic operational issues of this alternative.

**Administrative Draft Report.** Our findings and recommendations will be summarized in an administrative draft report.

**Response to Comments.** Hexagon will respond to editorial comments on the administrative draft and prepare the draft report. A maximum of 8 hours has been budgeted for this task.

The completed traffic report will be provided to Jones & Stokes in electronic format in Word 97.

### **Task 3. Prepare Draft EA/EIR**

**Subtask 3a. Prepare Administrative Draft WEIR.** Based on information from the technical reports and input from PDT meetings, Jones & Stokes will prepare an EA/EIR. The EA/EIR will include the detailed project description, a statement of purpose and need, and a discussion of alternatives and the project impacts. Jones & Stokes will analyze potential impacts on public utilities and other potential growth-inducing impacts in light of the limitations imposed by the County and City LCPs and County/City/Coastal Commission Memorandum of Understanding on the urban/rural boundary.

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The EA/EIR will consist of the following sections (a table of contents and list of preparers are assumed to be included as well):

- **Summary.** This will summarize the project, its potential impacts and mitigations, and areas of controversy. The summary will offer a comparison of the potential effects of the project alternatives in table form and identify required permits and the agencies expected to use the EA/EIR.
- **Purpose and Need/Project Description.** This will provide a description of the project/action and set out its objectives. This section will include a discussion of the project's logical termini and independent utility.
- **Project Alternatives.** This section will discuss alternatives identified by the PDT, including the no-project alternative. CEQA requires alternatives to meet most of the project objectives and reduce environmental effects of the proposed project/action. The section will also discuss those alternatives considered and rejected. The alternative access feasibility study prepared for the proposed high school concluded that access from Airport Boulevard is infeasible and subject to more severe environmental impacts than the proposed bridge, so an Airport Boulevard alternative will not be subjected to a detailed analysis. The analysis may include an alternative to the use of Lee Road as a detour route during the construction period. The range of alternatives will include alternative design approaches to the bridge crossing identified by the PDT.
- **Affected Environment/Environmental Setting.** This section will discuss the existing environment on and near the project site and the regulatory setting applicable to the project/action. Environmental issues will include hydrology, geology and soils, biological resources, cultural resources, surface water quality, air quality, visual resources, noise, hazardous materials, land use and planning, and traffic. This scope assumes that noise and traffic impacts would be limited to the period of construction.

**Hydrology.** The EA/EIR will summarize the findings of the hydraulics study and floodplain evaluation report. Mitigation measures will be included in the mitigation section. In addition, the EA/EIR will evaluate the effects of replacing the existing Harkins Slough Road culvert with a bridge on the freshwater marsh in the West Branch of Struve Slough. This analysis also will evaluate the effects of the expected change in hydrology on the PVUSD's biological restoration plan for the slough.

**Geology/Soils.** The EA/EIR will summarize the findings of the geotechnical study of the bridge and evaluate the proposed erosion control plan for the bridge and road improvements.

- **Biological Resources.** The EA/EIR will summarize the findings of the NES.
- **Cultural Resources.** The EA/EIR will summarize the findings of the cultural resources study prepared for the bridge.
- **Surface Water Quality.** The EA/EIR **will** summarize the findings of the water quality study prepared for the bridge.
- **Air Quality.** We will prepare a qualitative evaluation of possible construction-related air quality impacts. This evaluation will include the potential to violate any air quality standard (including PM10 standards), contribute substantially to an existing or projected air quality violation, conflict with or obstruct implementation of an adopted air quality plan, or expose sensitive receptors to substantial pollutant concentrations.
- **Visual Resources.** The EA/EIR will summarize the results of the scenic resource evaluation and visual impact assessment.
- **Noise.** The EA/EIR will summarize the results of the noise technical report.
- **Hazardous Materials.** The EA/EIR will summarize the results of the VISTA hazardous material site assessment report and discuss the potential for encountering aerially-deposited lead. Soil containing lead from past automobile exhaust emissions has been discovered adjacent to traffic lanes along many state highways. Elevated lead levels have been found to be highest at the surface and decrease with distance from the road and vertical depth from the surface. Because of the excavation and soil handling required for the bridge project, Jones & Stokes will conduct an assessment to determine whether soil in areas proposed for disturbance contain elevated levels of lead. The test results will be used for excavated material classification and workers' health and safety issues.
- **Land Use and Planning.** The EA/EIR will provide an analysis of the project's consistency with the Coastal Zone Management Act, adopted local coastal plans, and other local planning policies.
- **Traffic.** The EA/EIR will analyze the effects of detouring traffic along Lee Road during the period of construction. This analysis will include consideration of periods when local flooding blocks the use of Lee Road. Hexagon will prepare a traffic report, which will be attached as an appendix to the EA/EIR.

Hexagon will recommend revisions to the administrative draft EA/EIR on the basis of comments received from the County, Caltrans, and the PVUSD. A maximum of 16 hours has been budgeted for this work. After the draft EA/EIR has been

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reviewed by the FHWA, Hexagon will recommend revisions to the draft EA/EIR on the basis of comments received from FHWA. A maximum of 8 hours has been budgeted for this work.

Hexagon will prepare responses to the comments received as a result of the public review of the draft EA/EIR in Subtask 3b. A maximum of 8 hours has been budgeted for this work.

Any work not specifically referenced in the above scope of work (i.e., analyzing a different project description, attending meetings, conducting additional counts, analyzing additional roadway segments, drawing conceptual plans for mitigation measures shall be considered additional services.

- **Environmental Effects/Impacts and Mitigation.** The EA/EIR CEQA section will identify the thresholds of environmental significance that apply to this project and provide an analysis, based on CEQA requirements, of environmental effects and mitigation. The analysis will identify any adverse effects found to be significant under CEQA. This analysis will offer mitigation measures.
- **Growth inducing and Cumulative Effects/Impacts.** This section will analyze the project/action's potential to induce growth in light of the land use limitations imposed by the County and City LCPs and County/City/Coastal Commission Memorandum of Understanding on the urban/rural boundary.

Cumulative effects will be analyzed on the basis of the project's contribution to the significant effects of past, present, and reasonably foreseeable future projects in the area. Other projects to be considered in the cumulative impacts analysis are the proposed high school and the anticipated improvements to the Highway 1/Green Valley Road interchange.

**Appendices.** The technical studies prepared for the bridge will be included in the EA/EIR as appendices.

To ensure that the document is acceptable to the County, PVUSD, Caltrans, and FHWA, we will prepare and submit two iterations of the administrative draft document for review and approval before preparing the public draft document. The first iteration will be submitted to the County for review and comment. Jones & Stokes will submit seven copies to the County and will incorporate the County's comments into the second iteration of the administrative draft.

Jones & Stokes will provide seven copies of the second iteration of the administrative draft EA/EIR to the County for transmittal to Caltrans for Caltrans and FHWA review. The comments received from Caltrans and the FHWA will be

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incorporated into the final draft EA/EIR. The final draft then will be submitted for Caltrans and FHWA approval for public availability. This scope assumes that Caltrans will not have additional comments beyond those provided for the second iteration of the administrative draft. If Caltrans or FHWA has additional comments on the final draft, Jones & Stokes will require augmentation for revisions and copying costs.

**Subtask 3b. Circulate Draft EA/EIR for Review.** Upon Caltrans and FHWA approval for public availability, Jones & Stokes will publish 50 copies of the draft EA/EIR for County distribution to the State Clearinghouse, the Association of Monterey Bay Area Governments (AMBAG) areawide clearinghouse, responsible agencies, and other entities. Jones & Stokes will provide the County with a notice of intention for filing with the County Clerk and for use in providing public notice. Jones & Stokes will deliver a notice of completion form and 50 copies of the draft EA/EIR to the County for distribution, along with a camera-ready copy. As set out in **Task 8**, Jones & Stokes will also deliver to the County an Internet-ready version of the draft EA/EIR for posting on the County's Web site. The public review period will be at least 45 days.

The following distribution is anticipated: State Clearinghouse (state agencies including DFG, SHPO, Native American Heritage Commission), AMBAG, the City, Santa Cruz County Transportation Commission, USFWS, NMFS, MBUAPCD, local agencies, groups, and individuals.

#### **Task 4. Prepare Final WEIR**

**Subtask 4a. Prepare Administrative Final EA/EIR.** Jones & Stokes will prepare draft written responses to the comments received during the review period of the EA/EIR. Seven copies of the administrative final EA/EIR will be submitted to the County and Caltrans for concurrent review.

The administrative Final EA/EIR will include the comments received on the draft document, written responses to those comments, a list of the commentors, and any necessary revisions to the draft EA/EIR made in response to comments. The Final EA/EIR will be a revised and expanded version of the draft EA/EIR.

Jones & Stokes' scope of work assumes that comments on the draft EA/EIR from the public or agencies will not require new analyses. If new analyses are necessary, Jones & Stokes will require augmentation.

**Subtask 4b. Prepare Final EA/EIR.** Jones & Stokes will revise the administrative version of the final EA/EIR to incorporate the comments of the County and Caltrans. Jones & Stokes will provide the County with 40 copies of the **final**

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EA/EIR, as well as a camera-ready copy. As set out in Task 8, Jones & Stokes will also deliver to the County an Internet-ready version of the Final EA/EIR for posting on the County's Web site. The final document is to be submitted through Caltrans to FHWA with a request for a finding of no significant impact (FONSI). Preparation of the project record of decision (ROD) will be the responsibility of FHWA.

#### **Task 5. Prepare Mitigation Monitoring Program**

Jones & Stokes will prepare a mitigation monitoring and reporting program (MMRP) consistent with the requirements of CEQA for adoption at project approval. Based on the potentially significant effects identified in the EA/EIR, the MMP will describe the mitigation measure being required as part of the project approval, the timing of that measure, the entity responsible for checking on its mitigation, and remedial actions identified in the EA/EIR necessary to achieve adequate mitigation.

#### **Task 6. Prepare Conceptual Restoration Plan**

Jones & Stokes restoration ecologists and landscape architects will work with the County and Caltrans to prepare a conceptual restoration design plan for project impacts from bridge construction and removal of the existing Harkins Slough Road. The objective of the restoration design plan is to avoid adverse construction impacts such as erosion or sedimentation, to minimize adverse impacts to existing native biota, and to restore hydrologic connectivity and ecological function to this portion of the West Branch of Struve Slough.

A draft restoration plan will be developed in sufficient detail to enable it to be included and analyzed in the EA/EIR. Accordingly, the draft restoration plan would be available at the same time as the preliminary bridge design.

Because the design specifications of the bridge are not known at this time, we have not included more specific planning. Jones & Stokes can prepare specific construction documents (i.e., plans and specifications) and conduct construction oversight under a scope modification. Jones & Stokes has worked on similar projects of this size and complexity and would be happy to assist the County with the next phase of the restoration work on this project.

#### **Restoration Plan Assumptions:**

- A protocol level survey will not be required for California red-legged frogs. We assume they are present in the West Branch of Struve Slough.

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- Mitigation for potential impacts from bridge construction or required by regulatory agencies for bridge construction is not included in this restoration conceptual design plan. Jones & Stokes will be happy to prepare a comprehensive mitigation plan in conjunction with the restoration plan with a modification of the scope of work.
- Section 4(f) of the Department of Transportation Act of 1966 requires the FHWA to consider the consequences of using publicly owned park, recreation, historic, or refuge land while pursuing the goal of protecting such land to the extent possible. We assume that no Section 4(f) analysis is necessary for the contemplated restoration activities. If such an analysis is required, the contract would need to be augmented.

**Subtask 6a. Gather and Review Available Data.** Jones & Stokes' restoration team will contact the DFG, USFWS, and Caltrans to collect and review any available information on the slough, including maintenance records, flooding records, species presence, and problems with littering or trash removal.

**Subtask 6b. Site Visit.** Jones & Stokes will conduct a reconnaissance field review to examine the condition of the slough, including lands north and south of Harkins Slough Road. Specifically, Jones & Stokes' restoration team will review the existing streambed and channel bank condition, the width and condition of the slough, and any noticeable biological concerns.

**Subtask 6c. Meet with Concerned Agencies and County.** Jones & Stokes' restoration team will meet with concerned agencies (i.e., DFG, USFWS, Caltrans, City), and the County (including the project engineers) to develop the conceptual restoration plan. The plan will address streambed/bank modifications associated with removal of the existing road and culverts.

**Subtask 6d. Develop the Conceptual Restoration Plan.** Based on input from the agencies and engineers, Jones & Stokes' restoration team will develop a conceptual restoration plan, as defined in the project understanding portion of this scope. The plan will include information from the NES hydrology study, hydrology/hydraulics report, and preliminary geotechnical information. Rough sketches and a cost estimate will be developed and will be reviewed with County and Caltrans representatives.

The conceptual restoration plan will consist of a plan view figure and up to two cross sections supported by text outlining the preliminary design. After the plan is reviewed by the concerned agencies, Jones & Stokes will evaluate the comments and complete the plan. Mitigation for potential impacts from bridge construction or

required by regulatory agencies for bridge construction will be included in the conceptual design plan.

#### **Task 7. Attend Project Development Team and Agency Meetings**

Jones & Stokes staff will attend up to five one-day meetings in Santa Cruz, including one kick-off meeting with the County (Jones & Stokes PICs and PM); two meetings with county staff during preparation (one PIC and PM, PM only); one public meeting on the EA (one PIC and PM); and one meeting of the County Planning Commission (one PIC and PM). Jones & Stokes will not attend the Notice of Preparation meeting. Additional meeting attendance would require budget augmentation.

#### **Task 8. Electronic Documents**

Jones & Stokes will provide the County with an electronic, Internet-ready version of the draft EA/EIR and of the **final** EA/EIR on CD. The text shall be provided in PDF and no individual file will be larger than 500 kilobytes. The figures also will be provided as PDF files. While every attempt will be made to limit the size of the figure files, they may on occasion exceed the 500 kilobyte limit set for the text files. However, each figure file will be labeled with its file size on the HTML page so that the user will be aware of the file size before downloading it.

We recommend the PDF version of figures rather than GIF and JPG for document graphics because this format retains the look and feel of the paper document graphics, allows for the full range of possible figure styles and formats (including 11x17s and oversized maps), and retains its integrity when printed by the user. GIFs and JPGs are the appropriate formats for Web page graphics, but PDFs work better for reproducing full-page document figures.

A table of contents will be provided in HTML format, including relative **links** to each section and figure of the document. Before transmitting the draft EA/EIR and final EA/EIR, Jones & Stokes staff will work with the County to ensure that the files are ready to post on the County's Web site.

The cost estimate assumes that the volume of comment letters received on the draft EA/EIR does not exceed 150 pages. If more than this number are to be received, a budget augmentation will be necessary.



### Task 9. Permitting Assistance (optional task)

Jones & Stokes regulatory staff can assist the County in obtaining permits for construction of the proposed bridge. The estimated cost of this task is set out in Table 2 of Appendix A. Jones & Stokes would assist on the following permits:

- Section 404 Nationwide Permit 14 for roads and bridges (Corps)
- Section 401 water quality certification (Central Coast Regional Water Quality Control Board)
- Section 1601 streambed alteration agreement (DFG)
- Section 7 consultation and incidental take **permit**, if necessary (USFWS)

The kind of permit required from the Corps for the road bridge project will be ascertained after a bridge design is developed and the acreage of impact to waters of the U.S. is determined. For purposes of this scope, we assume that a Nationwide 14 permit will be required. If the project requires an individual permit from the Corps, an analysis of alternatives to the proposed fill in order to comply with the Environmental Protection Agency's 404 (b)(1) Guidelines will be necessary, and Jones & Stokes will prepare a revised cost estimate.

**Subtask 9a. Section 404 Compliance.** Submit a Preconstruction Notification to the Corps for Nationwide Permit 14 (Linear Transportation Crossings). A preconstruction notification (PCN) would be submitted to request authorization for the project under nationwide permit (NWP) 14 if the road crossing in waters of the United States, including wetlands, causes a discharge in a special aquatic site, including wetlands. This PCN will include the delineation of waters of the United States, the biological assessment report, **and** any mitigation measures. Assuming impacts to waters of the United States, (including wetlands) are temporary, compensatory ~~mitigation~~ may not be required.

**Subtask 9b. Section 401 Compliance.** Submit a Request for Water Quality Certification to the Regional Water Quality Control Board. Section 401 of the federal Clean Water Act (CWA) requires that the discharge of dredged or fill material into waters of the United States, including wetlands, does not violate state water quality standards. As required by CWA Section 404, water quality certification from the Regional Water Quality Control Board (RWQCB) must be obtained for permit compliance. Jones & Stokes will submit a certification package to the RWQCB.

**Subtask 9c. Submit a Request to DFG for a Streambed Alteration Agreement.** A streambed alteration agreement, in compliance with Section 1600 et seq. of the California Fish and Game Code, is required when projects will substantially divert,

obstruct, or change the natural flow of a river, stream or lake; substantially change the bed, channel, or bank of a river, stream, or lake; or use material from a streambed. Jones & Stokes will prepare a formal application package that describes the project features; construction period; construction methods; and impacts to vegetation, fish, and wildlife.

**Subtask 9d. Compliance with the Federal Endangered Species Act.** The FHWA is required to initiate formal consultation and obtain a biological opinion under Section 7 of ESA if federally listed species or their critical habitat would be potentially affected by implementation of the proposed project. Because preliminary investigations indicated that the project area contains California red-legged frogs and the County wishes to assume the presence of Santa Cruz long-toed salamanders, project construction will require formal consultation with the USFWS. Under Section 7 of ESA, the FHWA must provide the USFWS with the best scientific data available to determine the potential effects of the project on the federally protected species or habitat. To facilitate this process, biological assessments will be prepared for USFWS review. The process concludes with USFWS determining whether the proposed project jeopardizes the continued existence of an endangered or threatened species or destroys or adversely modifies critical habitat.

**Subtask 9e. Section 402 Compliance.** Prepare a Storm Water Pollution and Prevention Plan and Submit Notice of Intent. Construction activity involving clearing, grading, and excavation of 5 or more acres requires a National Pollutant Discharge Elimination System waste discharge permit under Section 402 of CWA. Compliance with the State of California's Construction Storm Water Permit requires preparation of a Storm Water Pollution and Prevention Plan (SWPPP) and submittal of a notice of intent form (NOI) to the State Water Resources Control Board. Jones & Stokes would prepare the SWPPP and NOI for submittal to the board.

## Tentative Schedule

Our estimated schedule is presented in Table 1 on the following page. Jones & Stokes has attempted, where possible, to minimize the number of repetitive reviews. However, in large part, the schedule will be dictated by the time involved in the review of technical studies (in particular the review of the biological assessment by USFWS), drafts by the PDT and FHWA, and review period for the EA/EIR. The overall time is estimated from the Notice to Proceed.

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Table 1. Tentative Schedule

Task	Time to Complete*	Estimated Weeks from NTP
1. Project Description	2 weeks	Week 2
PDT review	1 week	Week 3
J&S incorporate comments	1 week	Week 4
2. Technical Studies	8 weeks	Week 10
County and Caltrans review	4 weeks	Week 14
J&S incorporate comments	3 weeks	Week 17
County review of preliminary administrative draft EA/EIR		Week 17
3. Draft EA/EIR	4 weeks	Week 21
Caltrans review	2 weeks	Week 23
J&S incorporate comments	3 weeks	Week 26
FHWA review of draft EA/EIR and technical studies	4 weeks	Week 30
FHWA initiates formal Section 7 consultation	1 day	Week 30
USFWS review of BA/BO submittal	21 weeks (145 days)	Week 47
Public review of draft EA/EIR	7 weeks	Week 55
4. Final EA/EIR	4 weeks	Week 59
County and Caltrans Review	2 weeks	Week 61
J&S incorporate comments	3 weeks	Week 64
FHWA review	1 week	Week 65
5. Monitoring Program	2 weeks	concurrent
6. Concept Restoration Plan	6 weeks	
7. PDT and Agency Meetings	ongoing	concurrent
8. Electronic Documents	1 week	concurrent
9. Permitting Assistance	8 weeks	

**Note:**

\* Review periods by County and Caltrans/FHWA are estimated and could be longer.

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

Date 01/29/02CONSULTANT Mark Thomas & Co. Inc.**DIRECT LABOR**

Classification	Name	Range	Hours		Initial Hourly Rate	Total
Project Manager	<u>Richard K. Tanaka</u>	<u>65.00-70.00</u>	<u>204.0</u>	@	<u>\$ 67.00</u>	<u>\$ 13,668.00</u>
Engineer Manager II	<u>Po Chen</u>	<u>55.00-65.00</u>	<u>296.0</u>	@	<u>\$ 59.00</u>	<u>\$ 17,464.00</u>
Engineer IX	<u>Harry Mistry</u>	<u>35.00-45.00</u>	<u>466.0</u>	@	<u>\$ 41.50</u>	<u>\$ 19,339.00</u>
Engineer VI	<u>Nichol Bowersox</u>	<u>30.00-36.00</u>	<u>116.0</u>	@	<u>\$ 32.50</u>	<u>\$ 3,770.00</u>
	<u>Adnas Zewdie</u>	<u>27.00-32.00</u>	<u>240.0</u>	@	<u>\$ 29.00</u>	<u>\$ 6,960.00</u>
Survey Chief	<u>Hector Estrada</u>	<u>29.64-35.20</u>	<u>160.0</u>	@	<u>\$ 30.39</u>	<u>\$ 4,862.40</u>
Survey Chainman	<u>Octavia Senda</u>	<u>24.33-28.00</u>	<u>160.0</u>	@	<u>\$ 24.33</u>	<u>\$ 3,892.80</u>
<b>Subtotal Direct Labor Costs</b>					<b>\$</b>	<b><u>69,956.20</u></b>

<b>Total Direct Labor Costs</b>		<b>\$</b>	<b><u>69,956.20</u></b>
<b>FRINGE BENEFITS</b>	<b>Rate</b>	<b>Total</b>	
Fringe Benefits	<u>29.00%</u>	<u>\$ 20,287.30</u>	
<b>Total Fringe Benefits</b>			<b>\$ <u>20,287.30</u></b>

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

<b>FEE @ 10%</b>			<b>\$ <u>16,159.88</u></b>
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**OTHER COSTS**

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

**SUBCONTRACTOR COSTS**

Parikh Consultants, Inc.		<b>\$ 47,716.96</b>
Radman Aerial Surveys		<b>\$ 4,800.00</b>
Jones & Stokes		<b>\$ 212,204.32</b>
Jones & Stokes - Optional Service for Permit Assistance		<b>\$ 17,364.00</b>
<b>TOTAL COSTS</b>		<b>\$ <u>461,779.28</u></b>

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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.	MICO
<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>Task 4 - Environmental (Jones &amp; Stokes)</b>												
<b>Optional Service - Permitting Assistance</b>												
<b>Phase I Total</b>	204	296	466	356	160	34,703	44,341	44,961	25,309	28,480	6,700	461,779

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03/08/01

Design Phase

PARIKH CONSULTANTS, INC.

Job # PR1913

Client: Mark Thomas & Co./City of Watsonville

Project: West Branch Struve Slough Bridge

Task: Foundation Report

Location: Harkins Slough Road

Permitting Util. Clear	Field Exploration	Laboratory Testing	Analysis Bridge & Road	Prelim. Report ** Recommendations Type Selection Rpt.	Foundation Rpt Report	Design Review/ Consultation
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PERSONNEL	MS 1		MS 2		MS 3		MS 4		MS 5		MS 6		MS 7	
	HR	COST	HR	COST	HR	COST	HR	COST	HR	COST	HR	COST	HR	COST
1. Project Manager	59.11	38.0	2246.18											
2. Project Sols Engineer	40.81	130.0	\$305.30											
3. Staff/Field Engineer	27.00	182.0	4104.00											
4. Technician	29.15	69.0	2011.35											
5. Draftsperson	23.08	44.0	1015.52											
6. Clerical	14.00	6.0	84.00											
DIRECT LABOR	10.0	237.82	57.0	1889.59	62.0	1803.00	100.0	3647.38	86.0	2871.64	116.0	4114.04	8.0	363.08
OVERHEAD + FRINGES (120% of direct labor)		367.14		2,069.51		2,183.60		4,376.86		3,445.97		4,936.86		436.70
TOTAL			17,19.62											

FIXED FEE (10% of labor + overhead + fringes)	3248.60													
TOTAL LABOR COSTS	\$35,734.57													

OTHER DIRECT COSTS														
1. Travel Mileage	\$0.32	740.0	236.80											
2. Drilling Costs	\$195.00	40.0	7800.00											
3. Cone Penetrometer Testing	\$10.00	200.0	2000.00											
4. Grouting of holes *	\$3.00	400.0	1200.00											
5. Cutting Disposal	\$150.00	0.0	0.00											
6. Traffic Control/Barricades @	\$800.00	0.0	0.00											
7. Reproduction	\$175.00	1.0	175.00											
8. Handling Charge	5.00%		570.59											
TOTAL DIRECT COSTS			\$ 11,982.39											

MILESTONE SUBTOTALS	753.84	15,724.81	4,363.26	8,826.66	7,030.01	10,139.73	878.65							
TOTAL														

\*The estimate for cement grout is about \$3 per foot of boring depth on the average.  
 \*\*Includes Type selection meeting in Sacramento  
 @Traffic control is not included

PR1913(rate1)

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Table 2. Jones & Matlock Cost Estimates for West Branch of Brumley Slough Bridge and Horseshoe Slough Road Improvements

Task	Consulting Staff										Production Staff Hours										Labor Total	Direct Expenses	Total Price																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																			
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Table 3. Jones & Stokes Cost Estimate for Optional Task (Task 9, Permitting Assistance)

Task	Consulting Staff				Production Staff Hours				Labor Total	Direct Expenses	Total Price
	Schultz Assoc Prin	Hemmen Env Spec III	Bushnell Sr Env Sci		Subtotal	Tech Editor	Graphic Artist	Subtotal			
<b>Task 9. Permitting Assistance (optional task)</b>											
Subtask 9a. Section 404 Compliance	4	65			\$5,035	4	8	\$844	\$5,880		
Subtask 9b. Section 401 Compliance	4	25			\$2,232	4		\$283	\$2,515		
Subtask 9c. Streambed Alteration Agreement	4	25	2		\$2,464	4	8	\$844	\$3,308		
Subtask 9d. Federal Endangered Species Act Compliance	4	8	4		\$1,504	4		\$283	\$1,787		
Subtask 9e. Section 402 Compliance	4	40			\$3,283	4		\$283	\$3,566		
Total hours	20	163	6			20	16				
Billing rates (Salary plus 190.9% OH plus 10% profit)	\$120.00	\$70.08	\$115.78			\$70.70	\$70.20				
Subtotals	\$2,400	\$11,423	\$695		\$14,518	\$1,414	\$1,123	\$2,537	\$17,055		
<b>Direct Expenses</b>											
523.02 Reproductions (500 copies at \$0.08/copy)										\$40	
523.03 Equipment Rental										\$50	
523.04 Postage and Delivery										\$192	
Mark up of 9.5% on all non-labor costs and subcontractors										\$27	
Direct expense subtotal										\$309	
Total price											\$17,364



**CERTIFICATION OF CONSULTANT**

I HEREBY CERTIFY that I am the engineer and duly authorized representative of the firm of Mark Thomas & Co. Inc., whose address is 90 Archer street . San Jose, Ca. 95112, 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.

2-12-2002  
(Date)

\_\_\_\_\_  
(SIGNATURE OF CONSULTANT)

### 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 \_\_\_\_\_ 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.

\_\_\_\_\_  
(Date)

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

## **BIDDER/PROPOSER DISADVANTAGED BUSINESS (DBE) ENTERPRISE PARTICIPATION REQUIREMENTS AND INSTRUCTIONS**

This project is subject to Part 26, Title 49, Code of Federal Regulations entitled "Participation by Disadvantaged Business Enterprises (DBE) in Department of Transportation Financial Assistance Programs." Bidders/proposers shall be fully informed of the requirements of the regulations and Santa Cruz County's Disadvantaged Business Enterprise (DBE) program developed pursuant to the regulations.

### **DEFINITIONS**

A DBE must be a small business concern as defined pursuant to the Small Business Act and Small Business Administration (SBA) regulations. A firm is not an eligible DBE in any federal fiscal year if the firm (including its affiliates) has had average annual gross receipts, as defined by SBA regulations (see 13 CFR 121.402), over the firm's previous three fiscal years, in excess of \$16.6 million.

A DBE is a for profit small business concern that is:

At least 51% owned by one or more individuals who are both socially and economically disadvantaged or, in the case of a corporation (publicly- owned business), at least 51% of the stock is owned by one or more such individuals and

2. Whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.

### **AWARD AND SUBSTITUTION**

Award of this contract will be to the lowest responsive and responsible bidder/proposer or to the most qualified Architectural and Engineering (A&E) firm whose proposal complies with all the requirements prescribed and who has met the goal for DBE participation or demonstrated, to the satisfaction of the County of Santa Cruz, that the bidder/proposer has documented adequate good faith efforts to do so as required by these instructions. Failure

to do so will be cause for rejection.

If awarded the contract, Contractor may not substitute a person as a subcontractor in place of the DBE subcontractor listed in the original bidproposal without the written authorization of the contract manager pursuant to the term of the contract.

Failure to obtain approval may result in payment being denied.

### **COMMERCIALLY USEFUL FUNCTION**

A DBE must perform a commercially useful function, i.e. must be responsible for the execution of a distinct element of the work and must carry out its responsibility by actually performing, managing and supervising the work or in accordance with the factors described in Section 26.55, 49 CFR Part 26 for materials, supplies or trucking.

### **DBE PARTICIPATION**

A bidder/proposer in order to be considered a responsible and responsive bidder must make good faith efforts to meet the goal established for the contract. The bidder/proposer can meet this requirement in either of two ways:

- 1) meet the goal, documenting commitments for participation by DBE firms; or
- 2) if the goal is not met, the bidder/proposer must document adequate good faith efforts.

A biddedproposer (prime contractor) who is not a certified DBE bidder/proposer will be required to document one or a combination of the following:

1. The bidder/proposer will meet the goal through work performed by DBE subcontractors, suppliers or trucking companies.
2. The bidder/proposer, prior to bidding, made a adequate good faith efforts to meet the goal.

A certified DBE may participate as a prime contractor, subcontractor, joint venture partner, or as a vendor of material or supplies or as a trucking company.

A certified DBE bidder/proposer not bidding as a joint venture with a nonDBE, will be required to document one or a combination of the following:

1. The DBE bidder/proposer will meet the goal by performing work with its own forces:
2. The bidder/proposer will meet the goal through work performed by DBE subcontractors, suppliers or trucking companies.
3. The bidder/proposer prior to bidding, made adequate good faith efforts to meet the goal.

A DBE joint venture partner must be responsible for specific contract items of work, or portions thereof. Responsibility means actually performing, managing and supervising the work with its own forces.

The DBE joint venture partner must share in the capital contributions, control, management, risks and profits of the joint venture. The DBE joint venture must submit the joint venture agreement with the bid or proposal or the DBE participation information form attached to these instructions.

If the bidder/proposer documents adequate good faith efforts to meet the goal, the award cannot be denied on the basis that the bidder/proposer failed to meet the goal.

The bidder/proposer (prime contractor) shall list only one subcontractor for each portion of work as defined in their bid/proposal.

Any dollar amount of work, service or supplies proposed for DBE participation can only be counted once. That is, any further subcontracting or spending for DBE work, service or supplies already credited once for DBE participation cannot be counted again.

DBEs must be certified by the Caltrans Civil Rights Program or a participating California

local agency, which has a reciprocal agreement with Caltrans and which certifies in conformance with 49 CFR, Part 26 regulations, by the Invitation for Bid (IFB) opening date or by the Request for Proposal (RFP) or Architectural and Engineering (A&E) contract Statement of Qualification (SOQ) due date before credit may be considered toward meeting the DBE goal.

Firms that are self-certified as DBEs are not eligible for DBE credit.

A prime contractor who is a certified DBE is eligible to claim all of the work it performs in the contract toward the goal except that portion of the work to be performed by nonDBE subcontractors.

Credit for materials or supplies purchased from DBEs will be as follows:

1. If the materials or supplies are obtained from a DBE manufacturer, 100 percent of the cost of the materials or supplies will count toward the DBE goal.

NOTE: A DBE manufacturer is a firm that operates or maintains a factory or establishment that produces, on the premises, the materials, supplies, articles, or equipment required under the contract and of the general character described by the specifications.

2. If the materials or supplies are purchased from a DBE regular dealer, 60 percent of the cost of the materials or supplies will count toward the DBE goal.

NOTES:

1) A DBE regular dealer is a firm that owns, operates or maintains a store, warehouse or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the contract are bought, kept in stock and regularly sold or leased to the public in the usual course of business.

2) To be a DBE regular dealer, the firm must be an established, regular business that engages, as its principal business and under its own name, in the purchase and sale or lease of the products in question. A person may be a

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DBE regular dealer in such bulk items as petroleum products, steel, cement, gravel, stone or asphalt without owning, operating or maintaining a place of business as provided in this paragraph if the person owns and operates distribution equipment for the products.

3) Any supplementing of regular dealers' own distribution equipment shall be by a long-term lease agreement and not on an ad hoc or contract by contract basis.

4) Packagers, brokers, manufacturers' representatives, or other persons who arrange or expedite transactions are not DBE regular dealers within the meaning of this paragraph.

5) Credit for materials or supplies purchased from a DBE which is neither a manufacturer nor a regular dealer will be limited to the entire amount of fees or commission charged for assistance in the procurement of the materials and supplies or fees or transportation charges for the delivery of materials or supplies required on a job site, provide fees are reasonable and not excessive as compared with fees charged for similar services. The cost of materials or supplies are not counted toward the DBE goal in this instance.

Credit for DBE trucking companies will be as follows:

1. The DBE must be responsible for the management and supervision of the entire trucking operation for which it is responsible on a particular contract and there cannot be a contrived arrangement for the purpose of meeting DBE goals.

2. The DBE must itself own and operate at least one fully licensed, insured, and operational truck used on the contract.

3. The DBE receives credit for the total value of the transportation services it provides on the contract using trucks it owns, insures, and operates using drivers it employs.

4. The DBE may lease trucks from another DBE firm, including an owner-operator who is certified as a DBE. The DBE who leases trucks from another DBE receives credit for the total value of the transportation services the lessee

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provides on the contract. The DBE may also lease trucks from a nonDBE firm, including an owner-operator. The DBE who leases trucks from a nonDBE is entitled to credit only for the fee or commission it receives as a result of the lease arrangement.

5. The DBE does not receive credit for the total value of the transportation services provided by the lessee, since these services are not provided by a DBE.

6. A lease must indicate that the DBE has exclusive use and control over the truck. This does not preclude the leased truck from working for others during the term of the lease with the consent of the DBE, so long as the lease gives the DBE absolute priority for use of the leased truck.

7. Leased trucks must display the name and identification number of the DBE.

## **SUBMISSION OF DBE INFORMATION**

To be eligible for award of the contract, bidders or proposers must either have met the DBE goals or have provided documentation to establish that prior to bid or cost proposal submittal, the bidder or proposer has made adequate good faith efforts to do so. Final determination of goal attainment or good faith effort by the bidder or proposer will be at Santa Cruz County's discretion.

The required DBE information shall be submitted on the DBE Participation Exhibit 15-G attached to these instructions.

It is the bidder/proposer's responsibility to make enough work available to DBEs and to select those portions of the work or material needs consistent with the available DBEs to meet the goal.

It is the responsibility of the bidder/proposer to verify that DBEs are certified.

Bidders/proposers are cautioned that even though their submittal indicates they will meet the stated DBE goal, their submittal should also include their adequate good faith efforts information along with their DBE goal information to protect their eligibility for award

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of the contract in the event that the County of Santa Cruz, in its review, finds that the goal has not been met.

**The bidders/proposers DBE information shall include:**

1) The names of DBE firms that will participate in the contract with a complete description of work or supplies to be provided by each DBE and the dollar value of each proposed DBE transaction.

2) A written confirmation from each DBE that is participating in the contract. A copy of the DBEs quote will serve as written confirmation that the DBE is participating in the contract. .

3) When 100 percent of a contract item of work is not to be performed or furnished by a DBE, a description of the exact portion of that work to be performed or furnished by that DBE shall be included in the DBE information including the planned location of that work.

4) The work that a DBE prime contractor has committed to be performed with its own forces as well as the work that it has committed to be performed by DBE subcontractors, suppliers and trucking companies will be required.

**GOOD FAITH EFFORTS**

The information necessary to establish the bidder/proposer's adequate good faith efforts to meet DBE goal should include:

1. The names and dates in each publication which a request for DBE participation for this contract was placed by the bidder/proposer.
2. The names and dates of written notices sent to certified DBEs soliciting bids for this project and the dates and methods used for following up initial solicitations to determine with certainty whether the DBEs were interested.
3. The items of work which the bidder/proposer made available to DBE firms, including, where appropriate, any breaking down of the contract work items (including those items normally performed by the bidder with its own forces) into economically feasible units to facilitate

DBE participation.

Note: It is the bidder/proposer's responsibility to demonstrate that sufficient work to meet the DBE goal was made available to DBE firms.

4. The names, addresses, and telephone numbers of rejected DBE firms, the firms selected for that work, and the reasons for the bidder/proposer's choice.

5. Efforts made to assist interested DBEs in obtaining bonding, lines of credit or insurance, and any technical assistance or information related to the plans, specifications and requirements for the work which was provided to DBEs.

6. Efforts made to assist interested DBEs in obtaining necessary equipment, supplies, materials or related assistance or services, excluding supplies and equipment the DBE subcontractor purchases or leases from the prime contractor or its affiliate.

7. The names of agencies contacted to provide assistance in contacting, recruiting and using DBE firms.

8. Any additional data to support a demonstration of good faith efforts.

Note: The Caltrans Civil Rights Program maintains a website, which includes a directory of certified DBE firms at:  
[www.dot.ca.gov/hq/bep](http://www.dot.ca.gov/hq/bep).

**RIGHT OF ADMINISTRATIVE CONSIDERATION**

If the apparent successful bidder/proposer has failed to meet the DBE requirements by failing to document it has obtained enough DBE participation to meet the goal; or did not succeed in documenting adequate good faith efforts, the bidder/proposer has five (5) calendar days after notification by the County of Santa Cruz to provide written documentation or argument concerning the issue of whether it met the goal or made adequate good faith efforts to do so.

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Written documentation must be submitted to:  
County of Santa **Cruz**  
Department of Public Works  
701 Ocean Street, Room 410  
Santa Cruz, **CA** 95060

Phone: 831-454-2799  
Fax: 831-454-2160

A written decision on reconsideration will be  
issued within 30 days of receipt of the request

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## **DISADVANTAGED BUSINESS ENTERPRISE (DBE) PARTICIPATION REQUIREMENTS**

Notwithstanding anything to the contrary contained in the Agreement, including 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. **DBE PARTICIPATION REQUIREMENTS AND REGULATIONS GENERAL.** The DBE participation for this contract is \_\_\_\_\_ percent. The Contractor shall carry out applicable requirements of 49 CFR, Part 26, of the Code of Federal Regulations, entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs," in the award and administration of DOT-assisted contracts. The regulations in their entirety are incorporated herein by reference. The Contractor shall not discriminate on the basis of race color, national origin or sex in the performance of this contract.

Noncompliance by the Contractor with the requirements of the regulations is a material breach of this contract and may result in termination of the contract or other such appropriate remedy as the County of Santa Cruz deems appropriate.

The Contractor shall include the following in each subcontract the Contractor signs with a subcontractor:

- A. A subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract.
- B. The subcontractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this contract.
- C. Contractors shall include in their subcontracts, language providing the use of appropriate alternative dispute resolution mechanisms to resolve payment disputes.

2. **PROMPT PAYMENT TO DBE AND NONDBE CONTRACTORS.** The Contractor shall not be entitled to any payment for the work or material, unless it is performed or supplied by the listed subcontractors (DBE or nonDBE), or by the Contractor's own forces, pursuant to prior written authorization of the Contract Manager. This is the case even if other contract work is not completed and has not been accepted in conformance with the terms of the contract by the State.

3. **PROMPT PAYMENT PROGRESS PAY RETENTION TO DBE AND NONDBE SUBCONTRACTORS.** The Contractor shall return all moneys withheld in retention from the subcontractor within 30 days after receiving payment for work satisfactorily completed, even if other contract work is not completed and has not been accepted in conformance with the terms of the contract. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to the Contractor or subcontractor in the event of a dispute involving late payment or nonpayment to the Contractor or deficient subcontract performance or noncompliance by a subcontractor.



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4. DBE AND NONDBE SUBCONTRACTOR PAYMENT RECORDS. The Contractor in addition to maintaining records showing the name and business address of each first tier subcontractor, shall also show the name and business address of every DBE subcontractor, DBE vendor of materials and if applicable, DBE trucking company, regardless of tier. The records shall show the date of payment and the total dollar figure paid to all DBE firms. DBE prime contractors shall also show the date of work performed by their own forces along with the corresponding dollar value of work.

Upon completion of the contract, a summary of these records shall be prepared on Exhibit 17-F, "Final Report Utilization of Disadvantaged Businesses" of the LAPM and certified correct by the Contractor or the Contractor's authorized representative, and shall be furnished to the Contract Manager. The Exhibit shall be furnished to the Contract Manager with the final invoice. Failure to provide the summary of DBE payments with the final invoice will result in the invoice being in dispute until the report is received.

5. PENALTY ASSESSED FOR FAILURE TO PROVIDE SUBCONTRACTOR PAYMENT RECORDS. \$10,000 will be withheld from payment if Exhibit 17-F, "Final Report Utilization of Disadvantaged Businesses" of the LAPM is not submitted. The amount will be paid to the Contractor when the form is submitted.

6. DBE SUBSTITUTIONS OR ADDITIONS. The Contractor may not substitute, or terminate for convenience a subcontractor, a supplier or, if applicable, a trucking company, listed in the original bid/proposal without the prior written approval of the Contract Manager. However, the Contractor may add a firm to perform work originally planned to be done by the Contractor's own forces.

The Contractor must make an adequate good faith effort to find another certified DBE subcontractor to substitute for the original DBE. The Contractor will be required to make good faith efforts to replace the original DBE subcontractor with another DBE subcontractor to the extent needed to meet the contract goal.

The requirement that DBEs must be certified by the bid opening date does not apply to DBE substitutions or additions after award of the contract. DBEs must be certified at the time of the substitution or addition.

Contractors shall submit requests for substitution in writing to the Contract Manager. Authorization to use other subcontractors or suppliers may be requested for the following reasons:

A. The listed DBE, after having had a reasonable opportunity to do so, fails or refuses to execute a written contract, when such written contract, based upon the general terms, conditions for this contract or on the terms of such subcontractor's or supplier's written bid, is presented by the Contractor.

B. The listed DBE becomes bankrupt or insolvent.

C. The listed DBE fails or refuses to perform the subcontract or furnish the listed materials.

D. The Contractor stipulated that a bond was a condition of executing a subcontract and the listed DBE subcontractor failed or refuses to meet the bond requirements of the contract.

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E. The listed DBE was the result of an inadvertent clerical error. The Contractor must have asserted a claim of inadvertent clerical error in listing the subcontractor within two working days after the bid opening and copies of that notice to both the subcontractor he or she claims to have listed in error and intended subcontractor who had bid to the Contractor prior to bid/proposal opening.

F. The listed DBE was not licensed as required by the State of California Contractor's Licensing Board or failed to have the required permits or licenses as required by Federal, State or Local governmental jurisdictions.

G. The work performed by the listed subcontractor is substantially unsatisfactory and is not in substantial conformance with the scope of work to be performed, or the subcontractor is substantially delaying or disrupting the progress of the work:

H. When the listed DBE is ineligible to work on a public works project pursuant to Section 1777.1 or 1777.7 of the Labor Code.

I. When it is in the best interest of the Local Agency. Prior to approval of the Contractor's request for substitution to the Contract Manager, the Contractor shall give notice in writing to the listed DBE subcontractor of the Contractor's request to substitute and the reasons for the request. The notice shall be served by certified or registered mail to the last known address of the subcontractor. The listed subcontractor who has been so notified, shall have five working days within which to submit written objections to the substitution to the Contract Manager. Failure to respond to a written objection shall constitute the listed subcontractor's consent to the substitution.

7. TERMINATION OF A DBE. In conformance with Federal DBE regulation Sections 26.53(f)(1) and 26.53(f)(2), Part 26, 49 CFR, the Contractor shall not:

A. Terminate for convenience a listed DBE subcontractor and then perform that work with its own forces (personnel), or those of an affiliate, unless the Contractor has received prior written authorization from the Contract Manager to perform the work with other forces or to obtain materials from other sources.

B. If a DBE subcontractor is terminated or fails to complete its work for any reason, the Contractor will be required to make good faith efforts to replace the original DBE subcontractor with another DBE subcontractor to the extent needed to meet the contract goal.

8. DBE CERTIFICATION STATUS. If a DBE subcontractor is decertified during the life of the contract, the decertified subcontractor shall notify the Contractor in writing with the date of decertification. If a subcontractor becomes a certified DBE during the life of the contract, the subcontractor shall notify the Contractor in writing with the date of certification.


Upon completion of the contract, the Contractor shall complete Exhibit 17-F, "Final Report Utilization of Disadvantaged Businesses" of the LAPM, indicating the DBEs certification status and shall be signed and certified correct by the Contractor. The certified form shall be furnished to the Contract Manager within 30 days from the date of completion of the contract.

9. DBE ELIGIBILITY TOWARD GOAL. The dollar value of work performed by a DBE is credited/counted toward the goal only after the DBE has been paid.

10. Credit for Material or Supplies. Credit for materials or supplies purchased from DBEs will be as follows:

- A. If the materials or supplies are obtained from a DBE manufacturer, 100 percent of the cost of the materials or supplies will count toward the DBE goal.
- B. If the materials or supplies purchased from a DBE regular dealer, 60 percent of the cost of the materials or supplies will count toward the DBE goal.
- C. Packagers, brokers, manufacturers' representatives, or other persons who arrange or expedite transactions are not DBE regular dealers within the meaning of this paragraph.
- D. Credit for materials or supplies purchased from a DBE which is neither a manufacturer nor a regular dealer will be limited to the entire amount of fees or commissions charged for assistance in the procurement of the materials and supplies, or fees or transportation charges for the delivery of materials or supplies, provided the fees are reasonable and not excessive as compared with fees charged for similar services.

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COUNTY OF SANTA CRUZ BIDDER/PROPOSER DBE INFORMATION				
CO.-RTE.-K.P. _____				
CONTRACT NO.: _____				
BID AMOUNT: \$ <u>461,779</u>				
BID OPENING _____				
DATE: _____				
BIDDER'S NAME: <u>Mark Thomas &amp; Co. Inc.</u>				
DBE GOAL FROM CONTRACT: _____				
DBE PRIME CONTRACTOR CERTIFICATION <sup>1</sup> :				
CONTRACT ITEM NO.	ITEM OF WORK AND DESCRIPTION OR SERVICES TO BE SUBCONTRACTED OR MATERIALS TO BE PROVIDED <sup>2</sup>	DBE CERT. No.	NAME OF DBEs (Must be certified on the date bids are opened - include DBE address and phone number)	DOLLAR AMOUNT DBE <sup>3</sup>
Task 2-b	Base Mapping	CT-010870	Radman Ariel Surveys	\$4,800
Task 3	Geotechnical	CT-020259	Parikh Consultants, Inc.	\$47,717
IMPORTANT: Identify all DBE firms being claimed for credit, regardless of tier. Copies of the DBE quotes are required. Names of the First Tier DBE Subcontractors and their respective item(s) of work listed above shall be consistent, where applicable, with the names and items of work in the "List of Subcontractors" submitted with your bid pursuant to the Subcontractors Listing Law and Section 2-1.01, "General," of the Special Provisions.			Total Claimed Participation	<u>\$52,517</u>  <u>11.4 %</u>
1. DBE prime contractors shall enter their DBE certification number. DBE prime contractors shall indicate all work to be performed by DBEs including work performed by its own forces.  2. If 100% of item is not to be performed or furnished by DBE, describe exact portion of item to be performed or furnished by DBE.  3. See Section 2-1.02, "Disadvantaged Business Enterprise," to determine the credit allowed for DBE firms.			<div>  </div> Signature of Bidder  <div> <u>2/13/2002</u> </div> Date (Area Code) Tel. No. <u>408-453-5373</u>  <div> <u>Richard Tanaka</u> </div> Person to Contact (Please Type or Print)	

33.1

DBE INFORMATION    GOOD FAITH EFFORTS

Federal-aid Project No. \_\_\_\_\_ Bid Opening Date \_\_\_\_\_

The County of Santa Cruz has established a Disadvantaged Business Enterprise (DBE) goal of \_\_\_\_\_% for this project. The bidder/proposer in order to be considered a responsible and responsive bidder must make good faith efforts to meet the goal established for the contract. The bidder/proposer can meet this requirement in either of two ways:

- 1. meet the goal, documenting commitments for participation by DBE firms; or
- 2. if the goal is not met, the bidder/proposer must document adequate good faith efforts.

The information provided herein shows that adequate good faith efforts were made. **If the bidder/proposer has met the DBE goal established by the County of Santa Cruz and documented commitments for participation by DBE firms then the completion of this form is not required.**

A. The names and dates of each publication in which a request for DBE participation for this project was placed by the bidder (please attach copies of advertisements or proofs of publication):

<u>Publications</u>	<u>Dates of Advertisement</u>
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B. The names and dates of written notices sent to certified DBEs soliciting bids for this project and the dates and methods used for following up initial solicitations to determine with certainty whether the DBEs were interested (please attach copies of solicitations, telephone records, fax confirmations, etc.):

Names of DBEs Solicited	Date of Initial Solicitation	Follow Up Methods To Date
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C. The items of work which the bidder made available to DBE firms, including, where appropriate, any breaking down of the contract work items (including those items normally performed by the bidder with its own forces) into economically feasible units to facilitate DBE participation. It is the bidder's responsibility to demonstrate that sufficient work to facilitate DBE participation was made available to DBE firms.

D. The names, addresses and phone numbers of rejected DBE firms, the reasons for the bidder's rejection of the DBEs, and the firms selected for that work (please attach copies of quotes from the firms involved):

Names, addresses and phone numbers of rejected DBEs and the reasons for the bidder's rejection of the DBEs:

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Names, addresses and phone numbers of firms selected for the work above:

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E. Efforts made to assist interested DBEs in obtaining bonding, lines of credit or insurance, and any technical assistance or information related to the plans, specifications and requirements for the work which was provided to DBEs:

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F. Efforts made to assist interested DBEs in obtaining necessary equipment, supplies, materials, or related assistance or services, excluding supplies and equipment the DBE subcontractor purchases or leases from the prime contractor or its affiliate.

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G. The names of agencies, organizations or groups contacted to provide assistance in contacting, recruiting and using DBE firms (please attach copies of requests to agencies and any responses received, i.e., lists, Internet page download, etc.).

Name of Agency Organization	Method/Date of Contact	Results
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H. Any additional data to support a demonstration of good faith efforts (use additional sheets if necessary).

COUNTY OF SANTA CRUZ  
MINORITY WOMEN DISABLED OWNED BUSINESS (MWDBE) 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 (MWDBE) 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. INC.
2. Address of Contractor: 20 ARCHER STREET
3. Contractor Tax ID#: 121411145149101
4. Contractor's License #: \_\_\_\_\_ Type: \_\_\_\_\_
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 # \_\_\_\_\_

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

N/A

13. Annual sales volume: \$24.0 M

14. Net worth of business: \$7.0 M

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 all sub-contractors complete this form prior to the notice to proceed being issued.

PARIKH CONSULTANTS

RADMAN AERIALS

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

☐ Newspapers

☐ Workshop

☒ Direct Phone Solicitations

☐ Used County Vendor List

☐ Direct Mail

☐ Trade Papers

☐ Other Sources (list) \_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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
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\_\_\_\_\_

\_\_\_\_\_



19. Did you ~~conduct~~ any pre-bid workshops for potential MWDBE sub-contractors? Y ☒ N
20. Does the firm employ at least 15 employees@ 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 FEB. 15, 2002

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 ~~Woman~~ 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 ~~on~~ 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

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**STATE**  
COMPENSATION  
**FUND**

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

**CERTIFICATE OF WORKERS' COMPENSATION INSURANCE**

OCTOBER 11, 2001

GROUP: 000092  
POLICY NUMBER: 131-2001  
CERTIFICATE ID: 567  
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.

*Tom Hansen*

AUTHORIZED REPRESENTATIVE

*K. Bollin*

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

33.1

STATE  
COMPENSATION  
INSURANCE  
FUND

HOME OFFICE  
SAN FRANCISCO

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

CERTIFICATE HOLDERS' NOTICE  
ENDORSEMENT AGREEMENT

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

10 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 LI-  
MITATIONS OF THIS ENDORSEMENT.

COUNTERSIGNED AND ISSUED AT SAN FRANCISCO

2069

*Thomas L. ...*

... REPRESENTATIVE

*Robert ...*

... 33.1

Client# 396

RYTHOMA

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**ACORD™ CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YY)

10/30/01

## PRODUCER

Dealey, Renton & Associates  
P. 3. 30x 12675  
Oakland, CA 94604-2675  
510 453-3090 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

## INSURED

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

## 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	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
	<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO. <input type="checkbox"/> LOC				EACH OCCURRENCE \$ FIRE DAMAGE (Any one fire) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALLOWED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <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) \$
	<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY AGG \$
	<b>EXCESS LIABILITY</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE  <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>				WC STATUTORY LIMITS   OTH-ER EL EACH ACCIDENT EL DISEASE - EA EMPLOYEE EL DISEASE - POLICY LIMIT \$
A	<b>OTHER Professional Liability</b>	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 AND TO THE LEAF, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

33.1

ACORD

## CERTIFICATE OF LIABILITY INSURANCE

OP ID CM  
MARKT-1DATE (MM/DD/YY)  
10/30/01

PRODUCER

Hal? &amp; Rambo Insurance Brokers

License # 0034553

P.O. Box 1029

San Jose, CA 95108

Phone: 408-298-4321 Fax: 408-298-6087

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:

## 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

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

DESCRIPTION OF OPERATIONS/LOCATIONS/ POLICIES/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