



THOMAS L. BOLICH
DIRECTOR OF PUBLIC WORKS

County of Santa Cruz

DEPARTMENT OF PUBLIC WORKS

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

AGENDA: JUNE 25, 2002

June 13, 2002

SANTA CRUZ COUNTY BOARD OF SUPERVISORS

701 Ocean Street
Santa Cruz, California 95060

SUBJECT: 2002 TRAFFIC SIGNAL DESIGN AND SIGNAL MODIFICATION PROJECT

Members of the Board:

On January 29, 2002, your Board directed the Public Works Department to request proposals for planning and engineering design services for the 2002 Traffic Signal Design and Signal Modification Project. The project will provide for the design of traffic signals at the intersections of Soquel Drive at Winkle Avenue, Soquel Drive at Dover Drive/Mattison Lane, and Graham Hill Road at Lockwood Lane, as well as the modification of the existing traffic signal at Graham Hill Road and Mount Hermon Road. The project also includes the development and implementation of peak period traffic signal coordination plans for nine intersections along the Soquel Drive corridor from the Highway 1 and Soquel Drive interchange to 4 1st Avenue and for three intersections along the Graham Hill Road corridor from Highway 9 to east Zayante Road.

The Department of Public Works received six proposals for the project, and three out of the six consultant teams were invited for final selection interviews on March 28, 2002. The interview panel included representatives from the City of Scotts Valley, the City of Watsonville, and County Public Works staff. The panel recommended the consultant team of DKS Associates.

Presented here for your Board's consideration is an independent contractor agreement in a not-to-exceed amount of \$116,440 with DKS Associates. We expect the design of the traffic signals to be completed by the end of this calendar year, and construction to begin in spring 2003. Funds for the 2002 Traffic Signal Design and Signal Modification Project are included in the 2001/02 Road Fund and County Service Area No. 9 budgets.

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

1. Approve the attached independent contractor agreement with DKS Associates in the not-to-exceed amount of \$1 16,440.
2. Authorize the Director of Public Works to sign the agreement.

Yours truly,

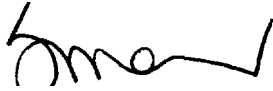


THOMAS L. BOLICH
Director of Public Works

EBL:mg

Attachments

RECOMMENDED FOR APPROVAL:



County Administrative Officer

Copy to: Public Works

INDEPENDENT CONSULTANT AGREEMENT

THIS CONTRACT is entered into this 25TH day of JUNE 2002, by and between the COUNTY OF SANTA CRUZ, hereinafter called COUNTY, and DKS ASSOCIATES, hereinafter called CONSULTANT. The parties agree as follows:

1. DUTIES. CONSULTANT agrees to exercise special skill to accomplish the following result: (1) SURVEY AND PROPERTY ACQUISITION (2) PLANS, SPECIFICATIONS, AND ESTIMATE (3) SIGNAL COORDINATION FOR THE 2002 TRAFFIC SIGNAL DESIGN AND SIGNAL MODIFICATION PROJECT. SEE ATTACHED SCOPE OF WORK.
2. COMPENSATION. In consideration for CONSULTANT accomplishing said result, COUNTY agrees to pay CONSULTANT as follows: SHALL NOT EXCEED \$1 16,440.
3. TERM. The term of this contract shall be: FROM BOARD APPROVAL UNTIL JUNE 30,2003
4. EARLY TERMINATION. Either party hereto may terminate this contract at any time by giving 30 days written notice to the other party.
5. INDEMNIFICATION FOR DAMAGES, TAXES AND CONTRIBUTIONS. CONSULTANT shall exonerate, indemnify, defend, and hold harmless COUNTY (which for the purpose of paragraphs 5 and 6 shall include, without limitation, its officers, agents, employees and volunteers) from and against:
 - A. Any and all claims, demands, losses, damages, reasonable as fixed by the court defense costs; or liability of any kind or nature which COUNTY may sustain or incur or which may be imposed upon it for injury to or death of persons, or damage to property to the extent caused by the CONSULTANT'S negligent performance under the terms of the Agreement, excepting any liability arising out of the negligence of the COUNTY. Such indemnification includes any damage to the person(s), or property(ies) of CONSULTANT and the COUNTY OF SANTA CRUZ.
 - B. Any and all Federal, State and Local taxes, charges, fees, or contributions required to be paid with respect to CONSULTANT and CONSULTANT'S officers, employees and agents engaged in the performance of this Agreement (including, without limitation, unemployment insurance, social security and payroll tax withholding).
6. INSURANCE. CONSULTANT, at its sole cost and expense, for the full term of this Agreement (and any extensions thereof), shall obtain and maintain at a 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 CONSULTANT'S insurance coverage and shall not contribute to it

If CONSULTANT utilizes one or more subcontractors in the performance of this Agreement, CONSULTANT 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 CONSULTANT in this Agreement, unless CONSULTANT and COUNTY both initial here _____ / _____.

A. Types of Insurance and Minimum Limits

(1) Worker's Compensation in the minimum statutorily required coverage amounts. This insurance coverage shall not be required if the CONSULTANT has no employees and certifies to this fact by initialing here _____.

(2) Automobile Liability Insurance for each of CONSULTANT's vehicles used in the performance of this Agreement, including owned, non-owned (e.g. owned by CONSULTANT's employees), leased or hired vehicles, in the minimum amount of \$500,000 combined single limit per occurrence for bodily injury and property damage. This insurance coverage shall not be required if vehicle use by CONSULTANT is not a material part of performance of this Agreement and CONSULTANT and COUNTY both certify to this fact by initialing here et / _____.

(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 \$1,000,000.00 combined single limit, if, and only if, this Subparagraph is initialed by CONSULTANT and COUNTY et / _____.

B. Other Insurance Provisions

(1) If any insurance coverage required in this Agreement is provided on a "Claims Made" rather than "Occurrence" form, CONSULTANT 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. CONSULTANT 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:

JACK SOHRIAKOFF
DEPARTMENT OF PUBLIC WORKS
701 OCEAN STREET, ROOM 410
SANTA CRUZ, CA 95060”

(4) CONSULTANT 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:

JACK SOHRIAKOFF
DEPARTMENT OF PUBLIC WORKS
701 OCEAN STREET, ROOM 410
SANTA CRUZ, CA 95060

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

A. The CONSULTANT 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 termination; rates of pay or other forms of compensation; and selection for training (including apprenticeship), employment, upgrading, demotion, transfer. The CONSULTANT 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 \$50,000 to CONSULTANT and if CONSULTANT employs fifteen (15) or more employees, the following requirements shall apply:

(1) The CONSULTANT shall, in all solicitations or advertisements for employees placed by or on behalf of the CONSULTANT, 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. In addition, the CONSULTANT shall make a good faith effort to consider Minority/Women/Disabled Owned Business Enterprises in CONSULTANT's solicitation of goods and services. Definitions for Minority/Women/Disabled Business Enterprises are available from the COUNTY General Services Purchasing Division.

(2) The CONSULTANT shall furnish COUNTY Equal Employment Opportunity Office information and reports in the prescribed reporting format (PER 4012) identifying the sex, race, physical or mental disability and job classification of its employees and the names, dates and methods of advertisement and direct solicitation efforts made to subcontract with Minority/Women/Disabled Business Enterprises.

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

(4) The CONSULTANT shall cause the foregoing provisions of this Subparagraph 7B. to be inserted in all subcontracts for any work covered under this Agreement by a subcontractor compensated more than \$50,000 and employing more than fifteen (15) employees, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

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

PRINCIPAL TEST: The CONSULTANT 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) CONSULTANT is engaged in a distinct occupation or business; (c) In the locality, the work to be done by CONSULTANT 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 CONSULTANT rather than the COUNTY supplies the instrumentalities, tools and work place; (f) The length of time for which CONSULTANT is

engaged is of limited duration rather than indefinite; (g) The method of payment of CONSULTANT is by the job rather than by the 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) CONSULTANT and COUNTY believe they are creating an independent CONSULTANT relationship rather than an employer-employee relationship; and (j) The COUNTY conducts public business.

It is recognized that it 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 CONSULTANT is an independent contractor.

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

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

10. CONSULTANT is responsible to pay prevailing wages and maintain records as required by Labor Code Section 1770 and following.

11. NONASSIGNMENT. CONSULTANT shall not assign this agreement without the prior written consent of the COUNTY.

12. RETENTION AND AUDIT OF RECORDS. CONSULTANT 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, whichever occurs first. CONSULTANT 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, or the designee of either for a period of five (5) years after final payment under this Agreement.

13. PRESENTATION OF CLAIMS. Presentation and processing of any or all claims arising out of or related to this Agreement shall be made in accordance with the provisions contained in Chapter 1.05 of the Santa Cruz County Code, which by this reference is incorporated herein.

14. ACKNOWLEDGMENT. CONSULTANT shall acknowledge in all reports and literature that the Santa Cruz County Board of Supervisors has provided funding to the CONSULTANT.

15. ATTACHMENTS. This Agreement includes the following attachments:
SCOPE OF WORK

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

COUNTY OF SANTA CRUZ

CONSULTANT
DKS ASSOCIATES

By: _____
Director of Public Works

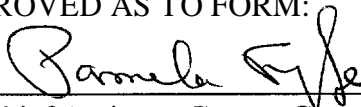
By: 

Address: 1956 WEBSTER STREET
SUITE 300
OAKLAND, CA 94612

Telephone: (510) 763-2061

APPROVED AS TO FORM:

FAX: (510) 268-1739
E-MAIL kjf@dksassociates.com

By: 

~~Chief~~ Assistant County Counsel
Assistant County Counsel

DISTRIBUTION: Auditor-Controller
Consultant
Public Works

EBL:mg

SCOPE OF WORK

Task 1.0 – Survey and Property Acquisition

Under this task, the DKS Team will review site conditions, verify existing conditions, and gather any additional information necessary to complete succeeding tasks for the three proposed signals and the signal modification. This will include field meetings to discuss specific design issues including identifying all potential utility conflicts.

Task 1.1 – Kickoff Meeting & Field Survey

The DKS team will attend the kick-off meeting with the County to discuss overall goals and procedures for the project. We will gather information such as:

- ❖ County's objectives, needs, and concerns
- ❖ Current problems and complaints to be addressed
- ❖ Local traffic patterns and events that affect patterns
- ❖ Other planned signal system/timing related changes and enhancements
- ❖ Planned roadway or intersection changes
- ❖ Other projects that need coordination or consideration
- ❖ Design standards and preferences
- ❖ Local policy and other constraints to be considered
- ❖ Collect as-built drawings (such as intersection design) and existing right-of-way data
- ❖ Collect design standards and drawing formats
- ❖ Collect any current traffic volumes and accident data.

In addition to office data collected by contacting individual utility companies, a field visit will be conducted with County staff to verify and identify all visible and potential underground utilities in the area. During the field review, we will also investigate the feasibility of pole placement, provisions for new curb ramps, controller and service cabinets, and new signing and striping.

Task 1.2 – Right-of-way Investigation

The DKS Team, with the assistance of Dunbar & Craig Land Surveys, will perform the following tasks:

- ❖ Determine the existing right-of-way
- ❖ Prepare a plan presenting the existing right-of way
- ❖ Determine any additional right-of-way needed for construction

Task 1.3 – Appraisal Map

The DKS Team will prepare an appraisal map for acquisition of right-of-way and temporary easements as well as legal descriptions.

Task 2.0 – Preparation of Plans, Specifications, and Estimates

DKS will prepare one set of plans, specifications and estimates for the construction of the three new signals and for the signal modification project. The plans set may be separated into two sets given the optional task below. The County will give authorization to separate or combine the two plans sets before the start of Task 2.0. The design will employ the signal type and control equipment as approved by the County of Santa Cruz in the concept design stage. The plans will be prepared in Metric units unless otherwise directed by the County.

In general, the plan set for the three proposed traffic signals and the signal modification will contain the following sheets.

- ❖ Title Page (1 sheet)
- ❖ General Notes Sheet (1 sheet)
- ❖ Existing Utilities (4 sheets)
- ❖ Signal Plans (8 sheets)
- ❖ Signing and Striping Plan (4 sheet)
- ❖ Quantity Sheet (1 sheet, if necessary)

As an optional task, DKS will provide a separate federal bid package for the signal modification project consisting of plans, specifications and estimates. Federal specification requirements will be added to the technical specifications. As part of a separate bid package, the following additional plan sheets will be created:

- ❖ Title Page (1 sheet)
- ❖ General Notes Sheet (1 sheet)
- ❖ Detail Sheet (1 sheet)

The cost to provide this optional task is \$3000.

All plan review submittals will be full size (24"x36") at 1:200 scale.

Plans will be prepared using Caltrans drawing nomenclature and drawing standards. The special provisions will be prepared using standard Caltrans special provisions (SSPs) and formats as may be modified by the County.

The steps in plan development will follow the set of review stages at 30 percent, 90 percent and 100 percent. With each stage, the review comments from the previous stage will be itemized and a written response to each will be prepared. The original red-pencil mark-up from the reviewing agency will be returned with the succeeding submittal.

Estimates of construction cost will be prepared using detailed Microsoft Excel spreadsheets. These sheets detail individual items, material, and labor costs. These

estimates will be prepared in a format similar to how the bidding contractors will prepare their bids.

Task 2.1 – Signal Concept Design (30% Complete)

Prior to beginning the base map for the traffic signals, the DKS Team will conduct a Level of Service and operational analysis to confirm appropriate phasing and turn bay lengths.

The surveyor will prepare a base map which will be a basis for each signal design. The utility information collected from the previous task will then be incorporated to produce a final base map showing all existing features. The base maps will be prepared in AutoCAD format.

On the base map plots, DKS will hand draw sketches and notes to depict the proposed improvements partially based on findings from the field survey. We will identify phasing, pavement markings, signal head placement, controller placement, signal conduits, interconnect conduit, pullboxes, and detector placement.

We will also develop a concept pavement delineation plan on a copy of the base map plot showing the proposed lane configuration, and signing and striping.

Once the concept design plans are complete, DKS and County staff will conduct a detailed field review of the proposed plans as they relate to field conditions. At this field meeting, we propose to physically pinpoint locations for the signal poles, signal head locations, signal controller, lanes, crosswalks, and curb placements.

We will summarize comments made in the field directly on the concept plan itself, as a record of decisions made. At this stage, the equipment schedules and wiring schedules will not be complete.

We will identify the minimum set of detectors needed and where additional detectors may be needed.

Deliverables: Three sets of full size drawings of the concept design at 1:200 scale as well as environmental mitigation and construction cost estimate for the concept design.

Task 2.2 – Signal Preliminary Design (90% Complete)

At this stage in plan preparation, DKS will revise the plans based upon comments from County staff on the 30 percent design plans and the plan-in-hand field review. DKS will have all the plan sheets complete with 100 percent of the tables, charts, details and calculations complete. Detailed construction cost estimates and technical specifications would also be complete and ready for County review.

Deliverables: Written response to 30 percent design review comments, all plan sheets essentially complete in AutoCAD format, draft specifications, and detailed cost estimates listing quantities and cost. Three complete sets of plans, specifications and estimates for County review, two copies per each utility company, and two copies per each permitting agency.

Task 2.3 – Signal Final Design (100% Complete)

The final edits to the plans, specifications and estimates will be made based on review comments from the County, utility companies, and permitting agencies on the 90 percent submittal.

The final plans will be submitted electronically in AutoCAD format, the specifications in Microsoft Word format, and the construction cost estimate in Microsoft Excel format. One set final plans will be plotted uniformly on 24" x 36" acetate with black ink, signed and sealed and ready for bidding. One complete reproducible set of the final PS&E will be delivered to the County.

DKS will prepare the entire bid package and will incorporate the County's boilerplate into the special provisions to form a complete technical specification set with the design plans.

Deliverables: One set of the final PS&E ready for reproduction, with full size plans plotted on acetate. Three full size sets of the plans will also be prepared. Electronic copy of approved plans in AutoCAD format and electronic copy of specifications in Microsoft Word format.

Task 3.0 – Signal Coordination

The DKS Team will provide coordinated signal timing plans for AM, Midday, and PM peak periods for the proposed traffic signals. Wiltec will provide turning movement counts for AM, midday, and PM peak 2-hour period. The following segments will be analyzed:

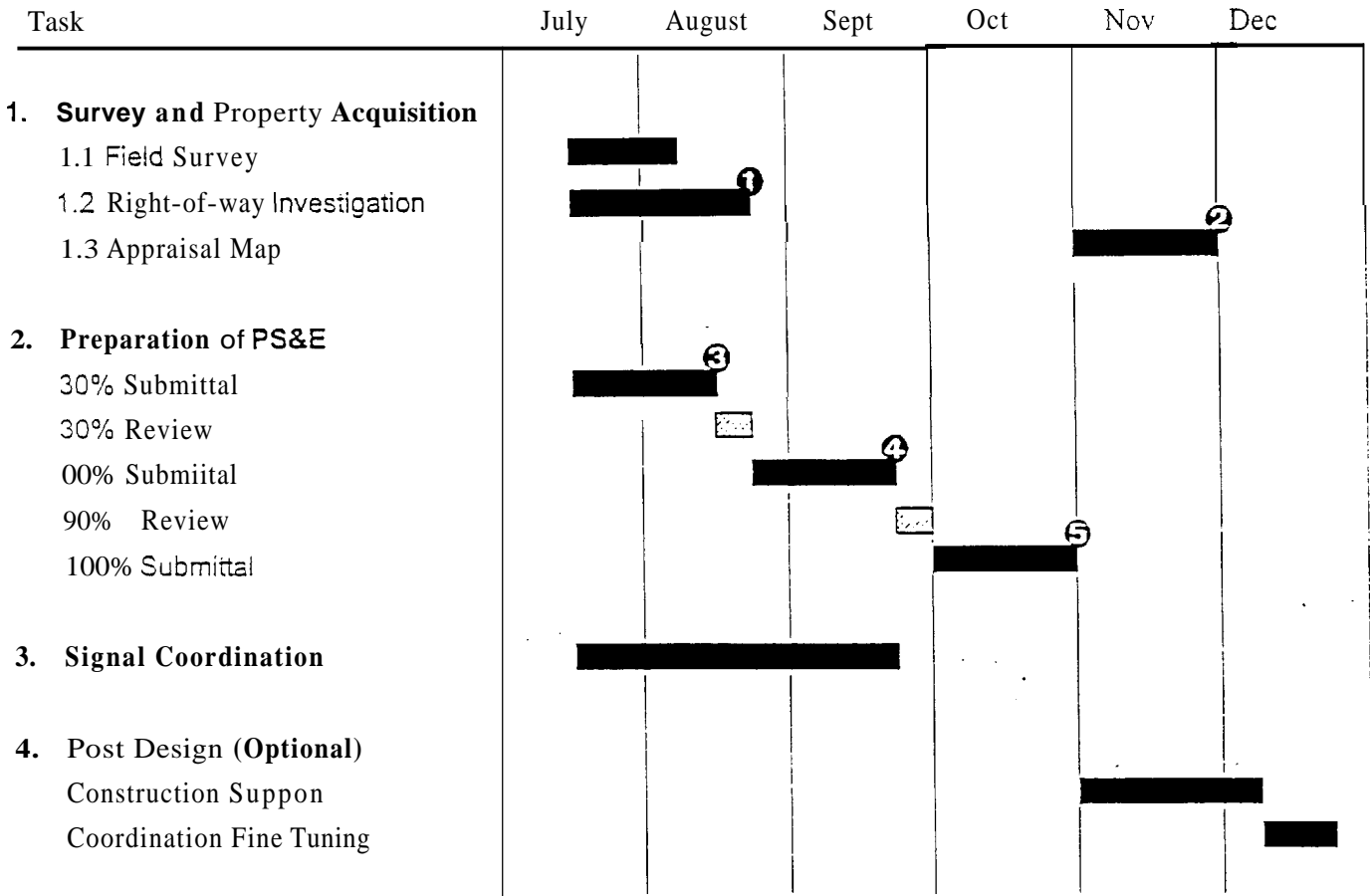
- ❖ Soquel Drive from Soquel Avenue to 41st Avenue (2 proposed signals and 7 existing signals).
- ❖ Graham Hill Road from East Zayante Road to Highway 9 (3 existing signals).

Deliverables: Coordinated signal timing plans for AM, Midday, and PM peak periods.

Scope of Work

PROJECT SCHEDULE

County of Santa Cruz – 2002 Traffic Signal Design and Signal Modification Project



- ① Right-of-way plans
- ② Final appraisal map
- ③ 30% plans, environmenral mitigation, cost estimate
- ④ 90% plans, response to 30% comments, specifications.estimate
- ⑤ Final plans, specificzuons.estimate

Scope of Work

County of Santa Cruz - 2002 Traffic Signal Design and Signal Modification Project
Proposed Fee

Intersection	Task	TOTAL COST PER TASK	TOTAL HOURS PER TASK	Principal/Project Manager	Final Reviewer	Project Engineer	CAD Technician	Administrative Support	Other Direct Costs**	
Soquel Drive/Winkel Drive	Survey and Property Acquisition*	\$3,660	28	6	2	20	0	0	\$400	
	Plans, Specifications, and Estimates	\$11,850	108	10	10	56	32	0	\$450	
	Construction Support (Optional)	\$1,170	8	2	2	4	0	0	\$150	
	<i>Subtotal</i>	\$16,680	144	18	14	80	32	0	\$1,000	
Soquel Drive / Dover Drive / Mattison Lane	Survey and Property Acquisition*	\$3,660	28	6	2	20	0	0	\$400	
	Plans, Specifications, and Estimates	\$11,850	108	10	10	56	32	0	\$450	
	Construction Support (Optional)	\$2,050	20	2	0	16	0	2	\$50	
	<i>Subtotal</i>	\$17,560	156	18	12	92	32	2	\$900	
Graham Hill Road / Lockwood Lane	Survey and Property Acquisition*	\$3,470	26	6	2	18	0	0	\$400	
	Plans, Specifications, and Estimates	\$11,850	108	10	10	56	32	0	\$450	
	Construction Support (Optional)	\$2,050	20	2	0	16	0	2	\$50	
	<i>Subtotal</i>	\$17,370	154	18	12	90	32	2	\$900	
Graham Hill Road / Mount Hermon Road	Survey and Property Acquisition*	\$3,660	28	6	2	20	0	0	\$400	
	Plans, Specifications, and Estimates	\$9,170	88	4	4	48	32	0	\$450	
	Construction Support (Optional)	\$2,050	20	2	0	16	0	2	\$50	
	<i>Subtotal</i>	\$14,880	136	12	6	84	32	2	\$900	
Signal Coordination (For All Intersections)	Signal Coordination Plans	\$13,660	130	2	4	120	0	4	\$1,100	
	Fine Tuning (Optional)	\$3,790	34	2	2	30	0	0	\$300	
	<i>Subtotal</i>	\$17,450	164	4	6	150	0	4	\$1,400	
		Rate	-	-	\$180	\$140	\$95	\$90	\$60	-
TOTAL HOURS WITHOUT SUBS		-	754	70	50	496	128	10	\$5,100	
TOTAL COST WITHOUT SUBS		\$83,940	-	\$12,600	\$7,000	\$47,120	\$11,520	2600	\$5,100	
Wiltec		\$4,800	80							
Dunbar & Craig Land Surveys		\$27,700	176							
TOTAL HOURS		-	1,010							
TOTAL COST		\$116,440	-							

*Total for DKS work only

**Other Direct Costs include traffic counts, transportation, computer, phone, fax, delivery, and reproduction.

ACORD CERTIFICATE OF LIABILITY INSURANCE

PRODUCER
 Jenkins/Athens Ins Sacramento 0403
 License No. 0545478
 P. O. Box 13847
 Sacramento CA 95853
 Phone: 916-925-2525 Fax: 916-925-3595

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

 DKS Associates
 1956 Webster Street #300
 Oakland CA 94612


- INSURER A: Hartford Fire Insurance Co.
- INSURER B: Twin City Fire Ins Co
- INSURER C: Connecticut Indemnity Co.
- INSURER D: Zurich American Insurance Co
- 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 LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY	57CESOA2076	05/01/02	05/01/03	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				FIRE DAMAGE (Any one fire) \$ 300,000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person) \$ 10,000
	<input checked="" type="checkbox"/> Cross Liability				PERSONAL & ADV INJURY \$ 1,000,000
	<input checked="" type="checkbox"/> Clause Applies				GENERAL AGGREGATE \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:				PRODUCTS - COMP/OP AGG \$ 2,000,000
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC				
B	AUTOMOBILE LIABILITY	57UENOA2077	05/01/02	05/01/03	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 \$
C	EXCESS LIABILITY	JAW20004701	05/01/02	05/01/03	EACH OCCURRENCE \$
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE \$
	<input type="checkbox"/> DEDUCTIBLE				\$
	RETENTION \$				\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				<input checked="" type="checkbox"/> TORY LIMITS <input type="checkbox"/> LTR FR
D	OTHER	EOC675855708	05/01/02	05/01/03	E.L. EACH ACCIDENT \$ 1,000,000
	Professional				E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
	Liability				E.L. DISEASE - POLICY LIMIT \$ 1,000,000
					Per Claim \$1,000,000
					Aggregate \$1,000,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS
 Re: Banta Cruz Signal Project per Contract Dated 25th day of June, 2002.
 The Certificate Holder is an Additional Insured per the attached Form CG2010 1033. 10 day notice of cancellation will apply if cancelled for non-payment of premium.

CERTIFICATE HOLDER	<input checked="" type="checkbox"/> ADDITIONAL INSURED; INSURER LETTER: A	CANCELLATION
County of Santa Cruz, CA Department of Public Works Attn: Jack Schriackoff 701 Ocean St., Rm. 410 Santa Cruz CA 95060	CRUZ001	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 

0404

POLICY NUMBER: 57CESOA2078

COMMERCIAL GENERAL LIABILITY
CG 20 10 10 93

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS FORM B**

This endorsement modifies insurance provided under the following;

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

The County of Santa Cruz, its officials, employees, agents and volunteers

Re: Santa Cruz Signal Project per Contract Dates 25th day of June, 2002.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of your ongoing operations performed for that insured.

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) 6/11/02 (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)
and DKS ASSOCIATES, 1956 WEBSTER STREET, SUITE 300, OAKLAND, CA 94612 (Name/Address)

2. The agreement will provide FOR THE 2002 TRAFFIC SIGNAL DESIGN AND SIGNAL MODIFICATION PROJECT.

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

4. Anticipated Cost is \$116,440 Fixed Monthly Rate Annual Rate Not to Exceed

Remarks: CONTRACTS \$116,440.00; OVERHEAD 7% \$8,150.80; TOTAL \$124,590.80

5. Detail: On Continuing Agreements List for FY - Page CC- Contract No: OR 1st 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 SEE ATTACHED (Index) (Sub object)

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

Appropriations are available and encumbered.
are not will be

Contract No: 12807
By: [Signature] Date: 06/12/02
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: 6/16/02 By: [Signature] County Administrative Office (Department/Agency)

EBL: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 approved by said Board of Supervisors as recommended by the County Administrative Office by an order duly entered in the minutes of said Board on _____ 20__

ADM - 29 (8/01)
Title II, Section 300 Proc Man

By: Deputy Clerk

AUDITOR-CONTROLLER USE ONLY

CO	\$	JE Amount	Lines	H/TL	Keyed By	Date
TC110	\$					
Auditor Description		Amount	Index	Sub object	User Code	

Request for Approval of Agreement
2002 Signal Design and Signal Modification Project

DKS Associates

	CONTRACT	SUBTOTAL	OH -7%	TOTAL
622115!22339!3665!6610	26,440.00	26,440.00	1,850.80	28,290.80
622115!22331!3665!6610	30,000.00	30,000.00	2,100.00	32,100.00
622115!22349!3665!6610	30,000.00	30,000.00	2,100.00	32,100.00
621100!40277!3665!3590	30,000.00	30,000.00	2,100.00	32,100.00
TOTAL	116,440.00	116,440.00	8,150.80	124,590.80