



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: AUGUST 27,2002

August 15,2002

SANTA CRUZ COUNTY BOARD OF SUPERVISORS

701 Ocean Street
Santa Cruz, California 95060

SUBJECT: TRAFFIC SIGNAL AND HIGHWAY SAFETY LIGHTING
MAINTENANCE CONTRACT

Members of the Board:

On June 18,2002, the Board of Supervisors directed the Public Works Department to proceed with the consultant selection process for the services of a contractor for maintenance over the next three years of the County's traffic signal and highway safety lighting and to return to your Board on or before August 27,2002, with a proposed contract. Public Works received two proposals for evaluation in response to our request for proposals. Our department recommends Republic Electric of Novato California to receive the contract based upon the company's experience and qualifications, including past performance, quality of work, proposal review and reference verification. The principals of Republic Electric have been in the traffic signal and street light maintenance business since 1983, and as our contractor for the past four years has proven to have the experience, personnel, and equipment to effectively maintain our traffic signals and highway safety lights.

Republic Electric has submitted a proposed basic cost of \$34,128 for the yearly maintenance of the County's signalized intersections. In addition to this basic cost, there are yearly repair costs associated with hardware obsolescence of the traffic signals and safety lights, and costs from accidental damage caused by vehicular collisions, natural disaster events, and vandalism. There are also costs associated with traffic signal upgrades that our department may request throughout the year to improve overall operations. There are sufficient funds available in the adopted 2002/2003 County Service Area No. 9 Highway Safety Lighting Budget to pay for the first year of the proposed contract. The monetary limit on the contract for the maintenance costs, repair and upgrade costs, and administrative cost over the next three years is recommended to be an amount not to exceed \$100,000 per fiscal year.

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

1. Approve the attached independent contractor agreement with Republic Electric for traffic signal and highway safety lighting maintenance for an amount not to exceed \$100,000 for the 2002/2003 fiscal year.
2. Authorize the Director of Public Works to sign the agreement with Republic Electric on behalf of the County.

Yours truly,

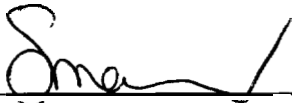


THOMAS L. BOLICH
Director of Public Works

HLP:mg

Attachments

RECOMMENDED FOR APPROVAL:



County Administrative Officer

copy to: Public Works
 Republic Electric

traffic2m.wpd

COUNTY OF SANTA CRUZ
REQUEST FOR APPROVAL OF AGREEMENT

0233

TO: Board of Supervisors
County Administrative Office
Auditor Controller

FROM: PUBLIC WORKS

(Department)

BY:

(Signature)

8/12/02

(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)
REPUBLIC ELECTRIC
and 7120 REDWOOD BOULEVARD, NOVATO, CA 94945 (Name/Address)

2. The agreement will provide FOR MAINTENANCE, REPAIR, REPLACEMENT, MODIFICATION, INSTALLATION
- UPGRADE, OR REFURBISH COUNTY MAINTAINED TRAFFIC SIGNALS AND APPURTENANT HIGHWAY SAFETY
LIGHTS.

3. Period of the agreement is from BOARD APPROVAL to JUNE 30, 2003

4. Anticipated Cost is \$100,000 ☐ Fixed ☐ Monthly Rate ☐ Annual Rate ☒ Not to Exceed

Remarks: CONTRACT \$100,000; OVERHEAD \$7,000; TOTAL \$107,000

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

01 622115! 22306! 3665! \$34,128 3590

02 622115! 22306! 3665! \$65,872 3590

6. Appropriations/Revenues are available and are budgeted in _____ (Index) _____ (Sub object)

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

Appropriations are available and will be encumbered.
are not

Contract No: 22854

By: Payas
Auditor-Controller Deputy

Date: 8/14/02

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 _____

(Department/Agency)

Date: 8/18/02

By: Paul Sant
County Administrative Office

HLP: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

39

INDEPENDENT CONTRACTOR AGREEMENT

0234

THIS CONTRACT is entered into this 27TH day of AUGUST 2002, by and between the COUNTY OF SANTA CRUZ, hereinafter called COUNTY, and REPUBLIC ELECTRIC, hereinafter called CONTRACTOR. The parties agree as follows:

1. DUTIES. CONTRACTOR agrees to exercise special skill to accomplish the following result: AS DESCRIBED IN SCOPE OF WORK.

2. COMPENSATION. In consideration for CONTRACTOR accomplishing said result, COUNTY agrees to pay CONTRACTOR as follows: SEE ATTACHED FEE SCHEDULE "A" AND "B," IN A MANNER DESCRIBED IN SCOPE OF WORK.

3. TERM. The term of this contract shall be: FOR A PERIOD OF THREE YEARS FROM THE DATE OF APPROVAL, AT WHICH TIME, IT MAY BE EXTENDED BY MUTUAL AGREEMENT BETWEEN THE CONTRACTOR AND THE COUNTY ON A YEAR TO YEAR BASIS.

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. CONTRACTOR shall exonerate, indemnify, defend, and hold harmless COUNTY (which for the purpose of paragraphs 5 and 6 shall include, without limitation, its officers, agents, employees and volunteers) from and against:

A. Any and all claims, demands, losses, damages, defense costs, or liability of any kind or nature which COUNTY may sustain or incur or which may be imposed upon it for injury to or death of persons, or damage to property as a result of, arising out of, or in any manner connected with the CONTRACTOR'S performance under the terms of this Agreement, excepting any liability arising out of the sole negligence of the COUNTY. Such indemnification includes any damage to the person(s), or property(ies) of CONTRACTOR and third persons.

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

6. INSURANCE. CONTRACTOR, at its sole cost and expense, for the full term of this Agreement (and any extensions thereof), shall obtain and maintain at 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 CONTRACTOR'S insurance coverage and shall not contribute to it

If CONTRACTOR utilizes one or more subcontractors in the performance of this 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 _____/_____

0235

A. Types of Insurance and Minimum Limits

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

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

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

(4) Professional Liability Insurance in the minimum amount of \$1,000,000.00 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:

HERB PARNELL
COUNTY OF SANTA CRUZ
DEPARTMENT OF PUBLIC WORKS
701 OCEAN STREET, ROOM 410
SANTA CRUZ, CA 95060"

0236

(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:

HERB PARNELL
COUNTY OF SANTA CRUZ
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, 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 termination; rates of pay or other forms of compensation; and selection for training (including apprenticeship), employment, upgrading, demotion, 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 \$50,000 to CONTRACTOR and if CONTRACTOR employs fifteen (15) or more employees, the following requirements shall apply:

(1) 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. In addition, the CONTRACTOR shall make a good faith effort to consider Minority/Women/Disabled Owned Business Enterprises in CONTRACTOR's solicitation of goods and services. Definitions for Minority/Women/Disabled Business Enterprises are available from the COUNTY General Services Purchasing Division.

(2) The CONTRACTOR 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 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.

0237

(4) The CONTRACTOR 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 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 for 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 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) 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 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 CONTRACTOR is an independent contractor.

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

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

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

11. NONASSIGNMENT. CONTRACTOR shall not assign this agreement without

the prior written consent of the COUNTY.

12. RETENTION AND AUDIT OF RECORDS. 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, 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, or the designee of either for a period of five (5) years after final payment under this Agreement. 0238

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

15. ATTACHMENTS. This Agreement includes the following attachments: SCOPE OF WORK, FEE SCHEDULE A AND B, LIST OF TRAFFIC SIGNAL INTERSECTIONS.

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
REPUBLIC ELECTRIC

By: James A. Wagner, VPEngineering
Address: 7120 Redwood Boulevard
Novato, CA 94945

APPROVED AS TO FORM:

By: Pamela Fyfe
Assistant County Counsel

Telephone: (415) 898-8897
FAX: (415) 898-9477
E-MAIL: jwagner@republicelectric.com

HLP:abc

DISTRIBUTION: Auditor-Controller
Contractor
Public Works

REA.wpd

SCOPE OF WORK

0239

1. The said Contractor agrees to, as an independent contractor, furnish all tools, equipment, apparatus, facilities, labor, service and materials, and perform all work necessary to maintain traffic signal facilities and highway safety lighting, subject to the inspection and approval of the County, its Director of Public Works, or inspectors or their representatives.
2. The Contractor agrees to inspect, clean, adjust and make a routine inspection of each traffic signal control unit once per month. The Contractor agrees that he will maintain a record in each controller cabinet showing the date and time checked. Controller units shall not be replaced, except temporarily for repair, without prior approval of the County. The signal timing shall not be changed without prior approval of the County.
3. The Contractor agrees to replace or repair any and all defective or worn out parts in the signal system which cause a signal failure or malfunction as the occasion arises.
4. The Contractor agrees to replace all incandescent lamps in all traffic and pedestrian signals using an 80 percent depletion curve, but not to exceed 12 months. Contractor agrees to use only standard traffic signal lamps as manufactured by General Electric Company, Sylvania Company or equal. Contractor agrees to replace all LEDs in conformance to California Department of Transportation (CALTRANS) standards for the traffic signals and pedestrian signals. Accurate records shall be kept indicating relamping dates and locations.
5. Contractor agrees to replace or repair defective photoelectric control devices and highway safety lights located on the mast arms above the signals. The highway safety lights shall be inspected once a month for proper operation. The highway safety lights shall be relamped based on CALTRANS' maintenance schedule for the existing type of light. The contractor shall maintain accurate records indicating relamping dates and locations.
6. Contractor agrees to clean, polish, and inspect all lenses and reflectors at the time the traffic signals are relamped. At this time all broken or deteriorated parts will be replaced or changed as necessary.
7. Contractor agrees to maintain a 24-hour per day emergency service and shall respond to emergency calls in a time not to exceed two hours unless weather, traffic, and/or natural disaster conditions prevents Contractor from doing so. The replacement of burned-out lamps and failed LEDs need not be on an emergency basis provided there are at least two indications still operative for each direction of travel. In such case, replacement shall be handled as soon as possible in a routine manner.
8. Contractor agrees to provide the same service for the repair of other equipment and appurtenance, such as, but not limited to, audible pedestrian signals, emergency vehicle preemption equipment, flashing beacons, and detector devices which the Contractor may be called upon from time to time by the County to repair, replace,

modify, install, upgrade, or refurbish.

0240

9. (a) For and in consideration of furnishing said labor, services, materials, and equipment under paragraphs Numbers 3, 4, 5, 6, 7, and 8, excepting when such repairs are necessitated by obsolescence or accidental damage such as collision, natural disaster events, and vandalism, Contractor shall be entitled to receive and shall be paid by the County the sum of \$79.00 per month for each signalized intersection.
- (b) For and in consideration for furnishing said labor, services, materials, and equipment under paragraph Number 8, when such repairs are necessitated by obsolescence or accidental damage as defined above under paragraph Number 9, Contractor shall be entitled to receive, in addition to the monthly sum above, a per call sum upon the invoice cost of materials, adjusted cost of labor and equipment, and a reasonable percentage for overhead and profit, to be specified. Labor costs will be at Contractor's prevailing standard rates for job classifications when repairs are made.

SCHEDULE "A"
PREVENTATIVE MAINTENANCE: Intersection per month

\$ 79.00

ADJUSTED LABOR SCHEDULE

	<u>STRAIGHT TIME</u>	<u>OVERTIME TIME</u>
<u>OPERATIONS SUPERINTENDENT</u> : All repair work, both field and lab, subject to his approval and direction. Available for advice and opinion as covered by specifications (plans, job inspection, etc.)	\$ <u>75.00</u>	\$ <u>140.00</u>
<u>ENGINEERING TECHNICIAN</u> :(P.E.) Provides liaison, assists traffic engineer on systems and provides technical data.	\$ <u>150.00</u>	\$ <u>150.00</u>
<u>LEAD PERSON</u> : (Foreman/Electrician) Primary responsibility to guide and assist field technicians and signalmen in the designated section area.	\$ <u>75.00</u>	\$ <u>140.00</u>
<u>TRAFFIC SIGNAL TECHNICIAN- FIELD</u> : (Journeyman Electrician) 70.00 Primary duties are to field trouble- shoot and repair field wiring, cabinet wiring, controllers, and perform routine duties of preventative maintenance.	70.00	\$ <u>135.00</u>
<u>TRAFFIC SIGNAL TECHNICIAN - LAB</u> (Electrician) 70.00 Performs complete repair and maintenance of all controllers, detectors and associated devices which are brought from the field for repair.	70.00	\$ <u>135.00</u>
<u>TRAFFIC SIGNALMAN</u> : (Electrician) Primary duties are to be directed by lead men in assisting field technician and accomplishing preventative maintenance procedures as directed. Traffic signalman assists field technicians as demand is made and assists with knockdowns and associated repairs.	\$ <u>70.00</u>	\$ <u>135.00</u>

FIXED PERCENTAGE RATE FOR
OVERHEAD AND PROFIT:

20 %

SCHEDULE "B"

0242

EQUIPMENT SCHEDULE

	JOB TRIP RATE
PERSONNEL VEHICLE	\$ <u>10.00/hr</u>
PICKUP TRUCK	\$ <u>10.00/hr</u>
SERVICE TRUCK/Bucket Truck	\$ <u>20.00/hr</u>
SERVICE LADDER TRUCK - Considered Unsafe for Traffic Signal Work	\$ <u>N/A</u>
CRANE TRUCK	\$ <u>50.00/hr</u>
HYDRAULIC MAN-LIFT/Bucket	\$ <u>20.00/hr</u>
AIR COMPRESSOR (1/2 DAY RATE)	\$ <u>50.00/hr</u>

ANY EQUIPMENT ITEMS USED, BUT NOT ON THE ABOVE LIST, WILL BE AT
THE LOCAL PREVAILING RATE SCHEDULE.

COUNTY OF SANTA CRUZ
LIST OF TRAFFIC SIGNAL INTERSECTIONS
Jun-02

1	Capitola Road	and	Chanticleer Avenue
2	Capitola Road	and	Seventeenth Avenue.
3	Capitola Road	and	Seventh Avenue
4	Freedom Boulevard	and	Aptos High School
5	Graham Hill Road	and	East Zayante Road
6	Graham Hill Road	and	Mt. Hermon Road
7	Green Valley Road	and	Airport Boulevard
8	Green Valley Road	and	Paulsen Road
9	Park Avenue	and	Cabrillo College Drive
10	Porter Street	and	Main Street
11	Seventeenth Avenue	and	Brommer Street
12	Seventeenth Avenue	and	East Cliff Drive and Portola Drive
13	Seventeenth Avenue	and	Felt Street
14	Seventh Avenue	and	Eaton Street
15	Soquel Avenue.	and	Seventeenth Avenue
16	Soquel Avenue	and	Seventh Avenue
17	Soquel Drive	and	Cabrillo College Drive
18	Soquel Drive	and	Cabrillo College West Entrance
19	Soquel Drive	and	Capitola Avenue
20	Soquel Drive	and	Commercial Crossing
21	Soquel Drive	and	Daubenbiss Avenue
22	Soquel Drive	and	Forty First Avenue
23	Soquel Drive	and	Freedom Boulevard
24	Soquel Drive	and	Main Street
25	Soquel Drive	and	Mar Vista School (Ped Xing/Fire Sta)
26	Soquel Drive	and	Mission Drive
27	Soquel Drive	and	Park Avenue
28	Soquel Drive	and	Porter Street
29	Soquel Drive	and	Rancho Del Mar
30	Soquel Drive	and	Rio Del Mar Boulevard
31	Soquel Drive	and	Rodeo Gulch Road
32	Soquel Drive	and	Soquel Avenue
33	Soquel Drive	and	Spreckles Drive
34	Soquel Drive	and	State Park Drive
35	Soquel Drive	and	Thurber Lane
36	Soquel San Jose Road	and	O'Neill Court

ACORD CERTIFICATE OF LIABILITY INSURANCE

REPUBELE

0233

DATE (MM/DD/YY)
06/21/02

PRODUCER

USI Northern California/HOS
2199 S. McDowell Blvd.
P.O. Box 4409
Petaluma, CA 94955-4409

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

Republic Electric
7120 Redwood Blvd
Novato, CA 94945-4114

INSURER A: Travelers
INSURER B: State Compensation Insurance Fund
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.

INSURANCE TYPE	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY	DTECO737X1065TIL02	04/21/02	04/21/03	
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				EACH OCCURRENCE \$1,000,000 FIRE DAMAGE (Any one fire) \$300,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000
A	AUTOMOBILE LIABILITY	DT810737X1065TIL02	04/21/02	04/21/03	
	<input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Per accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$ EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
	GARAGE LIABILITY				
	<input type="checkbox"/> ANY AUTO				
	EXCESS LIABILITY				
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				
	DEDUCTIBLE				
	RETENTION \$				
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	315140201	10/01/01	10/01/02	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
	OTHER				

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

Cancellation: Except for ten day notice for non-payment of premium.
RE: Street Light & Traffic Signal Maintenance
Additional Insured named per the attached GL endorsement

CERTIFICATE HOLDER

ADDITIONAL INSURED; INSURER LETTER:

City of Santa Cruz, its
officers, agents & employees
809 Canter Street, Room 106
Santa Cruz, CA 95060

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE INSURING INSURER WILL THEREAFTER MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT.

AUTHORIZED REPRESENTATIVE

0245

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

POLICY NUMBER: DTECO0737XL065TIL02

COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

0246

BLANKET ADDITIONAL INSURED (CONTRACTORS)

This endorsement modifies Insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

COMMERCIAL GENERAL LIABILITY - CONTRACTORS COVERAGE PART

1. **WHO IS AN INSURED** - (Section II) is amended to include any person or organization you are required to include as an additional insured on this policy by a written contract or written agreement in effect during this policy period and executed prior to the occurrence of any loss.
2. The insurance provided to the additional Insured is limited as follows:
 - a) The person or organization is only an additional Insured with respect to liability arising out of "your work" for that additional Insured.
 - b) In the event that the limits of liability stated in the policy exceed the limits of liability required by the written contract or written agreement, the insurance provided by this endorsement shall be limited to the limits of liability required by the written contract. This endorsement shall not increase the limits stated in Section III - LIMITS OF INSURANCE.
 - c) The insurance provided to the additional Insured does not apply to "bodily injury", "property damage", "personal injury" or "advertising injury" arising out of an architect's, engineer's or surveyor's rendering of or failure to render any professional services including:
 - I. The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders, or drawings and specifications; and
 - II. Supervisory or inspection activities performed as part of any related architectural or engineering activities.
 - d) Except when required by written contract or written agreement, the coverage provided to the additional insured by this endorsement does not apply to "bodily injury" or "property damage" arising out of acts or omissions of the additional Insured other than in connection with the general supervision of "your work".
 - e) This Insurance does not apply to "bodily injury" or "property damage" arising out of "your work" included in the "products completed operations hazard" unless you are required to provide such coverage by written contract or written agreement and then only for the period of time required by the contract and in no event beyond the expiration date of the policy.
 - f) This Insurance does not apply to any person or organization for whom you have procured separate liability insurance while such insurance is in effect, regardless of whether the scope or limits of insurance in this policy exceed those of such other insurance or whether such other insurance is valid or collectable.
3. Subpart (1)(a) of the Pollution exclusion under Paragraph 2., Exclusions of Bodily Injury and Property Damage Liability Coverage (Section I - Coverages) does not apply to you if the "bodily injury" or "property damage" arises out of "your work" performed on premises which are owned or rented by the additional Insured at the time "your work" is performed.
4. Any coverage provided by this endorsement to an additional insured shall be excess over any other valid and collectible insurance available to the additional insured whether primary, excess, contingent or on any other basis unless a written contract or agreement specifically requires that this Insurance apply on a primary or contributory basis.
6. AS soon as practicable, each additional insured must give us prompt notice of any "occurrence" which may result in a claim, forward all legal papers to us, cooperate in the defense of any actions, and otherwise comply with policy conditions.

(3) 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.

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(4) The CONTRACTOR 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 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 for 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 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) 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 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 CONTRACTOR is an independent contractor.

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

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

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

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

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12. RETENTION AND AUDIT OF RECORDS. 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, 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, 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. CONTRACTOR shall acknowledge in all reports and literature that the Santa Cruz County Board of Supervisors has provided funding to the CONTRACTOR.

15. ATTACHMENTS. This Agreement includes the following attachments: SCOPE OF WORK, FEE SCHEDULE A AND B, LIST OF TRAFFIC SIGNAL INTERSECTIONS.

16. LIVING WAGE. This agreement is covered under Living Wage provisions if this section is initialed by COUNTY _____

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
REPUBLIC ELECTRIC

By: James A. Wagner, VP Engineering
Address: 7120 Redwood Boulevard
Novato, CA 94945

APPROVED AS TO FORM:

By: Samuel Ryle
Assistant County Counsel

Telephone: (415) 898-8897
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HLP:abc

DISTRIBUTION: Auditor-Controller
Contractor
Public Works

REA.wpd