
PARKS, OPEN SPACE AND
CULTURAL SERVICES



COUNTY OF SANTA CRUZ

9000 SOQUEL AVE., SUITE 101 SANTA CRUZ, CALIFORNIA 95062

BARRY C. SAMUEL
DIRECTOR

(408) 462-8300
FAX (408) 462-8330
TDD (408) 454-1453

July 17, 1998

Agenda: AUGUST 11, 1998

Board of Supervisors
County of Santa Cruz
701 Ocean Street
Santa Cruz, California 95060

SUBJECT: SHORE TRAIL / DOLPHIN - SUMNER COASTAL ACCESSES

Dear Members of the Board:

On August 26, 1997, your Board awarded a construction contract for the above referenced projects to Granite Construction Company, Inc., in the amount of \$165,432, with an additional appropriation of \$16,543 to cover change order expenditures. The contractor began work on the projects on September 29, 1997, and worked diligently until November 10, 1998, when heavy rains shut down work on both projects for a week. Work continued intermittently on both trail projects until January 13, 1998, when El Nino storms once again delayed the projects for the remainder of the winter.

To date, four change orders have been issued which have depleted the contingency fund. Over \$4,887 was utilized for weather related repairs and/or protection of the trails. The remaining \$11,656 was utilized to adjust construction of the trails to match unanticipated site conditions.

When the Shore Trail portion of the project was in the design phase, funding for construction was extremely limited, therefore keeping the scope of the design services and the level of trail development to a minimum. Unfortunately, due to the lack of initial funding, there is one area on the trail located between the dry crossing and the lower concrete stairway which has a steep slope gradient and becomes slippery when it is either too wet or too dry. Our Geotechnical Consultant, Haro Kasunich & Associates, is also concerned about the slick surface of the trail at this location.

The Parks Department is recommending that this area of the trail be modified to reduce the slope gradient. The cost for the additional design services, per the attached proposal from our design

consultant, Mesiti-Miller Engineering, is \$2,450. The actual cost to correct the problem in the field is not known at this time. However, the Parks Department estimates additional steps and hand railings should cost approximately \$16,000, based upon the contractors unit price schedule for this project. Following the completion of the drawings, the Parks Department will negotiate a change order with Granite Construction Company to proceed with the corrections.

In addition, Mesiti-Miller Engineering, the design consultant for the Shore Trail, has requested that the initial contract retention fees, in the amount of \$1,719.61, be released prior to starting on the new design work. The County Parks Department is in concurrence with the request to release the retention fees, since all obligations under the existing design contract have been met.

With the continuous surge of heavy storms in January, the Parks Department requested that Granite Construction install additional erosion control measures, which included erosion control netting on all bare slopes surrounding Shore Trail. The cost of this protective measure was \$1,893. Although the project costs at that time exceeded the available contingency, the preventative erosion control measures kept the El Nino storm damage to the bare minimum at the Shore Trail.

The total cost for the additional design, erosion control measures, and construction services for the Shore Trail is estimated at \$20,343. Fortunately, since the design and commencement of construction of the Shore Trail, residential construction activity within the Aptos Park Dedication District has been substantial. Funding in the amount of \$21,065 has already been appropriated by your Board to the Shore Trail Project (192 167/ 6610).

With reference to the construction of the Dolphin/ Sumner Stairway, El Nino Storms covered many portions of the trail and stairway with debris. Fortunately, most of the debris along the trail has already been removed by others at no cost to the County. However, at the lower portion of the stairway, a large Monterey pine fell on top of the stairway and still remains. In addition, high tides accompanying the storms buried the lower stairway footings and beach access with logs and silt. The debris will need to be removed before work can resume on the Dolphin/ Sumner Stairway.

The Federal Emergency Management Agency (FEMA) has surveyed the storm debris at the lower stairway, and have recommended removal of the storm debris in accordance with Disaster Survey Report (DSR) 74012. Granite Construction Company has indicated that the cost of removing the debris will be \$9,985, which includes chipping as many logs as possible on site and hauling away the materials which are too large to chip. Funding to remove the storm debris at the Dolphin/ Sumner Trail is available in account (494000/ 66 10).

In conclusion, to move forward with the completion of both the Shore Trail and the Dolphin/ Sumner Trail, the following will need to be completed: the contract with Mesiti-Miller Engineering needs to be amended for the additional design services in the amount of \$2,450; release of the contract retention in the amount of \$1,7 19.61; and, extend the term of their contract through June 30, 1999. The contract with Granite Construction Company will need to be amended for funding the emergency erosion control measures and the removal of storm debris at

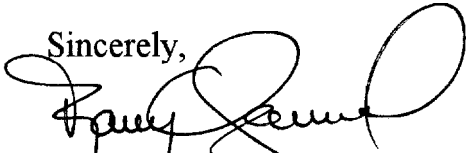
the Dolphin/ Sumner Stairway in the amount of \$11,878, and the contract term needs to be extended through June 30, 1999.

411

It is therefore RECOMMENDED that your Board:

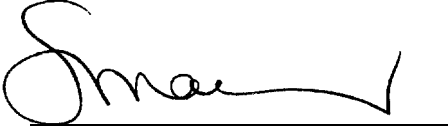
1. Approve an Amendment with Mesiti-Miller Engineering, Inc., in the amount of \$2,450, for additional design work associated with correcting the steep trail section on the Shore Trail; release of the contract retention in the amount of \$1,719.61, and extend the term of their contract to June 30, 1999.
2. Approve the Amendment to the Agreement with Granite Construction Company in the amount of \$11,878, for the emergency erosion control at the Shore Trail and for storm debris removal at the Dolphin/ Sumner Trail, and extend the term of their contract to June 30, 1999.
3. Authorize the Director of Parks, Open Space and Cultural Services to approve change orders to cover the cost of correcting the steep section of the Shore Trail, and other unanticipated construction related items, if required, up to \$16,000 in additional contingency funds.
4. Authorize the Director of Parks, Open Space and Cultural Services Department to sign the amendments and associated documents on behalf of the County of Santa Cruz.

Sincerely,



Barry C. Samuel
Director

RECOMMENDED:



SUSAN A. MAURIELLO
County Administrative Officer

cc: CAO, Auditor Controller, County Counsel, Risk Management, Parks Department, Mesiti-Miller Engineering, Inc., Granite Construction Company

Attachments: Amendment to Agreement (#40282), Amendment to Agreement (#CO7 15 11)

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COUNTY OF SANTA CRUZ
REQUEST FOR APPROVAL OF AGREEMENT

412

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

FROM: Parks, Open Space & Cultural Services (Dept.)
[Signature] (Signature) 7-17-98 (Date)

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

1. Said agreement is between the County of Santa Cruz (Agency)
and Granite Construction Company, P. O. Box 5085 (Name & Address)

2. The agreement will provide funds for Shore Trail, Dolphin/Summer Trail improvements
C071511

3. The agreement is needed to encumber funds to complete the above project.

4. Period of the agreement is from August 4, 1998 to June 30, 1999

5. Anticipated cost is \$ 11,878.00 (plus) \$16,000.00 for additional (Fixed amount; Monthly rate; Not to exceed)
contingency funds

6. Remarks: Total cost of project \$181,975 (plus) \$11,878.00 (plus) \$16,000 for a new total
of \$209,853.00.

7. Appropriations are budgeted in 192167/6610 16,000 (Index#) 494000/6610 1,878 (Subobject)

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

Appropriations are not available and will be encumbered. Contract No. 81511 Date 8/4/98
will be will be
GARY A. KNUTSON, Auditor - Controller
By [Signature] Deputy.

Proposed reviewed and approved. It is recommended that the Board of Supervisors approve the agreement and authorize the
Director of County Parks to execute the same on behalf of the County of Santa Cruz

Remarks: _____ (Analyst)
County Administrative Officer
[Signature] 8/4/98

Agreement approved as to form. Date _____

- Distribution:
Bd. of Supv. - White
Auditor-Controller - Blue
County Counsel - Green +
Co. Admin. Officer - Canary
Auditor-Controller - Pink
Originating Dept. - Goldenrod

*To Orig. Dept. if rejected.
401
ASW - 29 (8/95)

State of California)
County of Santa Cruz) ss
I _____ ex-officio Clerk of the Board of Supervisors of the County of Santa Cruz,
State of California, do hereby certify that the foregoing request for approval of agreement was approved by
said Board of Supervisors as recommended by the County Administrative Officer by an order duly entered
in the minutes of said Board on _____ County Administrative Officer
_____ 19____ By _____ Deputy Clerk

AMENDMENT TO AGREEMENT

The parties hereto agree to amend that certain Agreement (#CO7151 1) dated August 26, 1997, by and between the COUNTY OF SANTA CRUZ and GRANITE CONSTRUCTION COMPANY of P.O. Box 5085 Watsonville, California 95077-5085, by \$1,878 for emergency erosion control at the Shore Trail, and for storm debris removal at the Dolphin/ Sumner Trail, per the attached proposals, for a contract total of \$193,853.

Furthermore, the term of this agreement shall be extended from August 1, 1998 to June 30 1999.

All other provisions of said Agreement shall remain the same.

Dated: _____

COUNTY OF SANTA CRUZ

By: _____

CONTRACTOR:
R. C. ALLBRITTON, VICE PRESIDENT

Approved as to Insurance:

By: R. C. Allbritton

By: Janet McKinley 721-98
Risk Management

GRANITE CONSTRUCTION COMPANY
Address: P.O. Box ~~5083~~ 5085
Watsonville, California 95077-5085

Approved as to form:

Telephone: (408) 724- 10 11

FAX: (408) 722-9657

By: Marie Costa
Office of the County Counsel

Distribution: County Administrative Office, Auditor-Controller, Office of the County Counsel, Risk Management, Contractor, POSCS

Attachments: Attachment 1 Contractors Proposal for Erosion Control at the Shore Trail
Attachment 2 Contractors Proposal for Storm Debris Removal at the Dolphin/ Sumner Trail

AMENDMENT TO AGREEMENT

The parties hereto agree to amend that certain Agreement (#CO7 15 11) dated August 26, 1997, by and between the COUNTY OF SANTA CRUZ and GRANITE CONSTRUCTION COMPANY of P.O. Box 5085 Watsonville, California 95077-5085, by \$11,878 for emergency erosion control at the Shore Trail, and for storm debris removal at the Dolphin/ Sumner Trail, per the attached proposals, for a contract total of \$193,853.

Furthermore, the term of this agreement shall be extended from August 1, 1998 to June 30 1999.

All other provisions of said Agreement shall remain the same.

Dated: _____

COUNTY OF SANTA CRUZ

By: _____

CONTRACTOR:
R. C. ALLORANTON, VICE PRESIDENT

By: [Signature]

GRANITE CONSTRUCTION COMPANY

Address: P.O. Box ~~5088~~ 50085
Watsonville, California 95077-5085

Approved as to Insurance:

By: [Signature] 7-21-98
Risk Management

Approved as to form:

Telephone: (408) 724- 10 11

FAX: (408) 722-9657

By: [Signature]
Office of the County Counsel

Distribution: County Administrative Office, Auditor-Controller, Office of the County Counsel, Risk Management, Contractor, POSCS

Attachments: Attachment 1 Contractors Proposal for Erosion Control at the Shore Trail
Attachment 2 Contractors Proposal for Storm Debris Removal at the Dolphin/ Sumner Trail

AMENDMENT TO AGREEMENT

The parties hereto agree to amend that certain Agreement (#CO71 5 11) dated August 26, 1997, by and between the COUNTY OF SANTA CRUZ and GRANITE CONSTRUCTION COMPANY of P.O. Box 5085 Watsonville, California 95077-5085, by \$11,878 for emergency erosion control at the Shore Trail, and for storm debris removal at the Dolphin/ Sumner Trail, per the attached proposals, for a contract total of \$193,853.

Furthermore, the term of this agreement shall be extended from August 1, 1998 to June 30 1999.

All other provisions of said Agreement shall remain the same.

Dated: _____

COUNTY OF SANTA CRUZ

By: _____

Approved as to Insurance:

By: Janet McKinley 721978
Risk Management

CONTRACTOR:
R. C. ALBERTSON, VICE PRESIDENT
By: [Signature]
GRANITE CONSTRUCTION COMPANY
Address: P.O. Box ~~5085~~ 50085
Watsonville, California 95077-5085

Approved as to form:

By: Marie Cicotta
Office of the County Counsel

Telephone: (408) 724-1011
FAX: (408) 722-9657

Distribution: County Administrative Office, Auditor-Controller, Office of the County Counsel, Risk Management, Contractor, POSCS

Attachments: Attachment 1 Contractors Proposal for Erosion Control at the Shore Trail
Attachment 2 Contractors Proposal for Storm Debris Removal at the Dolphin/ Sumner Trail

Attachment 1

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**GRANITE
CONSTRUCTION
COMPANY** SINCE
1922

FAX TRANSMITTAL FORM

DATE: JAN. 7, 1998
TO: POSCS Dept.
ATTN: Bob Olson
FAX #: 462 - 8330

FROM: Chuck Michaelis

NUMBER OF PAGES: -..... ① (Including this cover sheet)

COMMENTS: ...To furnish and install North
American Green SC150 Erosion Control
Blanket on disturbed areas between the
Shore Trail and easement boundary as
discussed yesterday afternoon.
Lump Sum \$1,893.00

Please call if you need further assistance.

Sincerely, *Chuck Michaelis*

Chuck Michaelis
Estimator/Project Manager

Monterey Bay Branch
P.O. Box 790
Watsonville, CA 95077
(408) 763-6100
FAX (408) 763-6191

TOTAL P. 01



RORY C. SAMUEL
DIRECTOR
(408) 462-8300
(408) 462-8330 FAX

CONSTRUCTION BULLETIN

PROJECT TITLE: SHORE TRAIL, DOLPHIN/SUMNER TRAIL

co71511
CONTRACT NO.

CONTRACTOR: GRANITE CONSTRUCTION COMPANY

ADDRESS: P. O. BOX 5085

BULLETIN NO. 3

CITY: WATSONVILLE, CA 95077-5085

DATE: JANUARY 2, 1998

LOCATION OF WORK: SHORE TRAIL AT BEACH DRIVE

REFERENCE: See Attachment #1

DESCRIPTION OF WORK
AND REASON:

ITEM #1: With reference to Attachment 1, furnish and install North American Green SC150 Erosion Control Blanket on the disturbed soil areas between the Shore Trail and the trail easement boundary as discussed at the site meeting on January 6, 1998. Install the erosion control blanket per the manufacturers recommendations. Install erosion control mix per Sheet C-1 of the Construction Drawings. The application of Ceanothus Glorious shall be done separately to avoid seeding the Curlex lined drainage swale. Hordeum Vulgare (Cultivated Barley) may be substituted for the Annual Fescue.

CHANGE IN CONTRACT COST (IF ANY): \$1,893.00
CHANGE IN CONTRACT TIME (IF ANY): None

ACTION TO BE TAKEN (as checked below)

- For your information and/or comments.
- Submit estimate only. This is not an authorization to proceed.
- You are hereby authorized to proceed at no additional cost.
- You are hereby authorized to proceed and a change order no. 5 will be issued to you. . .

ISSUED BY: Robert E. Olson, Public Planner DATE: 1/8/98
(Name and Title)

CONTRACTOR: Charles Michaels, Project Manager DATE: 1/19/98
(Name and Title)

40 Please sign and return two copies of this BULLETIN to the POSCS Department

Attachment 2

419



July 2, 1998

County of Santa Cruz
Parks, Open Space and Cultural Services
9000 Soquel Avenue, Suite 101
Santa Cruz, CA 95062

Attention: Robert Olson

SHORE TRAIL, DOLPHIN/SUMNER TRAIL IMPROVEMENTS
Contract #71511, Bid Proposal #96C1-025R
Our Job Number 201419

Dear Bob,

In accordance with your request, we submit our quotation in the lump sum amount of **\$ 9,985.00** to clear the drainage gulch at the bottom of Dolphin/Sumner Trail.

Our proposal includes the removal of the fallen pine tree and any protruding roots. The stump will be left in place to help stabilize the bank.

We will gather, load and dispose of the large pieces of drift wood and stumps that are located in the channel to the upstream limits as discussed. We will remove the tires and debris as encountered.

We will chip all wood to the extent possible and haul the balance of material to Buena Vista Landfill by way of Via Gaviota beach access. All chipped wood will be blown on the exposed barren slopes to provide additional erosion control material.

We trust this proposal is in accordance with our discussions, and we will await your authorization to proceed with the work.

Very truly yours,
GRANITE CONSTRUCTION COMPANY

A handwritten signature in cursive script that reads "Charles F. Michaelis". The signature is written over a dashed horizontal line.

Charles F. Michaelis

Monterey Bay Branch
P.O. Box 720
Watsonville, CA 95077
(408) 763-6100
FAX (408) 763-6121

TOTAL P. 01

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COUNTY OF SANTA CRUZ
REQUEST FOR APPROVAL OF AGREEMENT

420

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

FROM: Parks, Open Space & Cultural Svcs. (Dept.)

[Signature] (Signature) 7-17-98 (Date)

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

1. Said agreement is between the County of Santa Cruz (Agency)
and Mesiti-Miller Engineering, Inc., 224 Walnut Ave., Santa Cruz, CA 95060 (Name & Address)

2. The agreement will provide engineering services for the Shore Trail project located in the Rio Del Mar area of Aptos, in Santa Cruz County.

3. The agreement is needed because the County cannot provide the service.

4. Period of the agreement is from August 4, 1998 to June 30, 1999

5. Anticipated cost is \$ 450,000 (Fixed amount; ~~Monthly~~ ~~Not to exceed~~)

6. Remarks: This amendment brings the contract total to \$32,247.00.

7. Appropriations are budgeted in 192167 (Index#) 6610 (Subject)

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

Appropriations are not available and will be encumbered. Contract No. 80282 Date 8/4/98
GARY A. KNUTSON, Auditor-Controller
By [Signature] Deputy

Proposed Director of County Parks reviewed and approved. It is recommended that the Board of Supervisors approve the agreement and authorize the County of Santa Cruz to execute the same on behalf of the County of Santa Cruz (Agency).
County Administrative Officer

Remarks: _____ (Analyst) By _____ Date _____
Agreement approved as to form. Date _____

Distribution:
Bd. of Supv. - White
Auditor-Controller - Blue
County Counsel - Green *
Co. Admin. Officer - Canary
Auditor-Controller - Pink
Originating Dept. - Goldenrod
*To Orig. Dept. if rejected.
40
AL 29 (6/95)

State of California)
County of Santa Cruz) ss
I _____ ex-officio Clerk of the Board of Supervisors of the County of Santa Cruz,
State of California, do hereby certify that the foregoing request for approval of agreement was approved by
said Board of Supervisors as recommended by the County Administrative Officer by an order duly entered
in the minutes of said Board on _____ County Administrative Officer
_____ 19 _____ By _____ Deputy Clerk

AMENDMENT TO AGREEMENT

The parties hereto agree to amend that certain Agreement (#40282) dated December 13, 1994, by and between the COUNTY OF SANTA CRUZ and MESITI-MILLER ENGINEERING, INC., to provide additional engineering design services for reducing the slope of the Shore Trail between the dry crossing and the concrete steps as shown on the plans dated April 28, 1997.

Mesiti-Miller Engineering, Inc. agrees to perform additional engineering services as specified above and as outlined in Attachment 1 for a fee not-to-exceed two thousand four hundred fifty dollars (\$2,450), for a total contract amount of \$32,247.

Mesiti-Miller Engineering, Inc. shall be compensated in payments of one thousand nine hundred ten (\$1,910) at the completion of construction drawings; and five hundred forty dollars (\$540) at the completion of construction.

Furthermore, County agrees to release the retention payment to Mesiti-Miller Engineering Inc. in the amount of one thousand seven hundred nineteen dollars and sixty-one cents (\$1,719.61) as called for in the original agreement upon receipt of a proper invoice and application for payment form.

The term of this agreement shall be extended from June 30, 1998, to June 30, 1999. Mesiti-Miller Engineering agrees to submit construction drawings for the work specified above within 30 calendar days from the execution date of this amendment to the agreement.

All other provisions of said Agreement shall remain the same.

Dated: _____

COUNTY OF SANTA CRUZ

By: _____

CONSULTANT:

Approved as to Insurance:

By: *[Signature]*

MESITI-MILLER ENGINEERING, INC.

By: *Janet McKinley 7-21-98*
Risk Management

Address: 224 Walnut Avenue
Santa Cruz, California 95060

Approved as to form:

Telephone: (408) 426-3 186

FAX: (408) 426-6607

By: *Marie Costa*
Office of the County Counsel

Distribution: County Administrative Office, Auditor-Controller, Office of the County Counsel, Risk Management, Consultant, POSCS

Attachments: Attachment 1 Consultants Proposal,
Attachment 2 Contract (#40282) and Related Documents

AMENDMENT TO AGREEMENT

The parties hereto agree to amend that certain Agreement (#40282) dated December 13, 1994, by and between the COUNTY OF SANTA CRUZ and MESITI-MILLER ENGINEERING, INC., to provide additional engineering design services for reducing the slope of the Shore Trail between the dry crossing and the concrete steps as shown on the plans dated April 28, 1997.

Mesiti-Miller Engineering, Inc. agrees to perform additional engineering services as specified above and as outlined in Attachment 1 for a fee not-to-exceed two thousand four hundred fifty dollars (\$2,450), for a total contract amount of \$32,247.

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The term of this agreement shall be extended from June 30, 1998, to June 30, 1999. Mesiti-Miller Engineering agrees to submit construction drawings for the work specified above within 30 calendar days from the execution date of this amendment to the agreement.

All other provisions of said Agreement shall remain the same.

Dated: _____

COUNTY OF SANTA CRUZ

By: _____

CONSULTANT:

By: *M. Miller*
MESITI-MILLER ENGINEERING, INC.

Address: 224 Walnut Avenue
Santa Cruz, California 95060

Approved as to Insurance:

By: *Robert McKinley 7-21-98*
Risk Management

Approved as to form:

Telephone: (408) 426-3 186

FAX: (408) 426-6607

By: *Marie Costa*
Office of the County Counsel

Distribution: County Administrative Office, Auditor-Controller, Office of the County Counsel, Risk Management, Consultant, POSCS

Attachments: Attachment 1 Consultants Proposal,
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Mesiti-Miller Engineering, Inc. shall be compensated in payments of one thousand nine hundred ten (\$1,910) at the completion of construction drawings; and five hundred forty dollars (\$540) at the completion of construction.

Furthermore, County agrees to release the retention payment to Mesiti-Miller Engineering Inc. in the amount of one thousand seven hundred nineteen dollars and sixty-one cents (\$1,719.61) as called for in the original agreement upon receipt of a proper invoice and application for payment form.

The term of this agreement shall be extended from June 30, 1998, to June 30, 1999. Mesiti-Miller Engineering agrees to submit construction drawings for the work specified above within 30 calendar days from the execution date of this amendment to the agreement.

All other provisions of said Agreement shall remain the same.

Dated: _____

COUNTY OF SANTA CRUZ

By: _____

CONSULTANT:

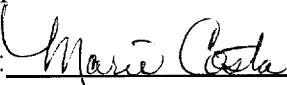
By:  _____
MESITI-MILLER ENGINEERING, INC.

Address: 224 Walnut Avenue
Santa Cruz, California 95060

Approved as to Insurance:

By:  7-21-98
Risk Management 

Approved as to form:

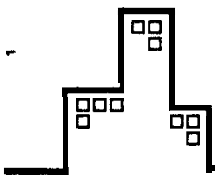
By:  _____
Office of the County Counsel

Telephone: (408) 426-3 186

FAX: (408) 426-6607

Distribution: County Administrative Office, Auditor-Controller, Office of the County Counsel,
Risk Management, Consultant, POSCS

Attachments: Attachment 1 Consultants Proposal,
Attachment 2 Contract (#40282) and Related Documents



MESITI-MILLER ENGINEERING, INC.

Civil and Structural Engineering

July 1, 1998

Robert E. Olson, Park Planner III

Parks, Open Space and Cultural Services
County of Santa Cruz
9000 Soquel Avenue, Suite 101
Santa Cruz, California 95062

Re: Request for Budget Increase No: 2

Shore Trail Coastal Access, Aptos, CA
Our File No: 93165-1

Dear Mr. Olson,

I have prepared this request for budget increase (RFBI) in response to your letter, dated 4/17/98, requesting additional design services. As we discussed the scope of our additional design services will include the following tasks.

- 1) Visiting the project site to observe the as-built condition of the trail between the concrete steps and the bridge crossing the drainage swale.
- 2) Reviewing the previously completed design drawings to determine the optimum location of additional stairways.
- 3) Preparing a sketch of the redesigned path showing the location of additional steps and the maximum slope of the path.
- 4) Submitting the profile sketch to you for your review and approval.
- 5) Meeting with you to present and discuss the revised profile.
- 6) Based on the approved profile, we will prepare drawings of the new design sufficiently detailed to guide Granite Construction during construction of the revisions. Drawing will include:
 - a) Path plan and profile
 - b) Pathway modification details
 - c) Stairway and handrail details
- 7) Make two visits to the site during construction to observe the progress of the construction and its general conformance with the drawings.

In preparing this RFBI we have assumed the following:

- 1) Our original design drawings will be satisfactory for use as "as-builts" upon which we can base our revised design drawings.
- 2) No additional topographic survey or geotechnical information will be required for the redesign of this portion of the path.

3) Materials of construction for these improvements will be the same as the materials used during the original construction and therefore we will not be required to prepare any additional technical specifications.

We are prepared to provide the services outlined above, upon receipt of written authorization to proceed and payment of our \$1,719.61 retention, in accordance with the following schedule:

Authorization and payment: Week 0

Submit profile sketch: Week 2

Submit construction drawings: Week 4

As these services are outside the original scope of services for this contract, we do hereby request a lump sum payment of \$2,450 for these additional services to be paid as follows:

Submittal of construction drawings: \$1,910

Completion of construction \$540

I trust this RFBI serves your present needs regarding this project. Should you have any questions or comments please call me.

Respectfully yours,



Mark Mesiti-Miller
President

cc: Contract File

g:\ltr&memo\93165rfbi2.doc

Attachment 2

Agreement No. 40282

700
427

INDEPENDENT CONTRACTOR AGREEMENT FOR DESIGN SERVICES

*THIS AGREEMENT is entered into this 13 day of DECEMBER, 1994, by and between the COUNTY OF SANTA CRUZ, hereinafter called COUNTY, and Mesiti-Miller Engineering, hereinafter called CONSULTANT.

The parties agree as follows:

1. DUTIES. CONSULTANT agrees to exercise special skill to accomplish the following result:

Perform Stage One, Phase I, information gathering, analysis and review, for the Shore Trail including: meeting with County POSCS staff, developing a project understanding scope, and schedule; provide the necessary geotechnical, land surveying (topographic) services; review available research as provided by County POSCS on the regulatory environment, and utilities; review, study, and analyze available information, surveys, and geotechnical research.

Perform Stage One, Phase II schematic design services for the Shore Trail project located in the Rio Del Mar area of Aptos, in the County of Santa Cruz, California. Services shall also include attending meetings with POSCS staff, and other design team members: prepare Schematic plans for public presentation; Attend a public meeting to answer questions that may arise; clarify and/or revise preliminary plans for submittal; submit revised plans to POSCS for review and use.

Furthermore, CONSULTANT' agrees to perform Stage One services for the Shore Trail Project, as outlined in Attachment A for the fees specified, which are incorporated as integral-elements of this Attachment., CONSULTANT further agrees that all work to be performed shall meet the requirements for all COUNTY. and other agencies approvals and permits necessary for the project and must comply with all applicable codes.

2. COMPENSATION. In consideration for CONSULTANT accomplishing said result, COUNTY agrees to pay CONSULTANT as follows:

An amount not to exceed twelve thousand six hundred dollars (\$12,600) as compensation for design services as outlined for the Shore Trail project in Stage One of Attachment A.

CONSULTANT shall be compensated on a minimum interval of thirty (30) days for the percentage of work completed, except that COUNTY shall retain ten (10%) of total billings or one thousand two hundred sixty dollars (\$1,260) as final design payment for services as outlined in Stage One of Attachment A. Final design payment of the ten percent retention shall be made by COUNTY upon completion of all work, and receipt of document originals which include: topographic and boundary surveys, geotechnical investigation recommendations, final set of schematic plans, outline of technical specifications, and probable construction cost estimates of the various alternatives identified, as described in Stage One of Attachment A to the satisfaction of

the COUNTY.,

Based upon information available at the time of this Agreement, It is understood that total compensation for all services and deliverables in this Agreement, including the negotiation of future Agreement Amendments for work in Stage Two of the Scope of Work for the Shore Trail project as detailed in Attachment A, shall not exceed twenty thousand dollars (\$27,000) for both stages.

All requests for payment shall be submitted to the Parks, Open Space and Cultural Services (POSCS) at 9000 Soquel Avenue, Suite 101 Santa Cruz, California 95062, and must be accompanied by a detailed invoice in conjunction with Department Application for Payment Form

When CONSULTANT'S payment rates are subject to change on a regular or irregular basis, COUNTY requires advance written notice of at least sixty (60) days.

3. TERM The term of this Agreement shall be for eighteen (18) months from the date of execution of this Agreement or until the project described herein is complete as indicated in Attachment A. However, CONSULTANT agrees to complete Stage One; Phase I (Site Analysis) within forty (40) calendar days from the execution date of this Agreement. Consultant also agrees to have conceptual design alternatives as indicated in Stage One, Phase II (Conceptual Design), ready for a public workshop presentation within ninety (90) calendar days from the date of execution of this Agreement.

Furthermore, the CONSULTANT agrees to make modifications, if necessary, and resubmit documents within fifteen (15) calendar days from the date of any reasonable request from COUNTY.

This Agreement may be extended upon mutual agreement by both parties.

4. USE OF DOCUMENTS. Plans and documents prepared under this Agreement and provided to COUNTY shall become the property of COUNTY. CONSULTANT may use such plans and documents for the purpose of illustrating the nature or scope of project involvement. COUNTY understands that such plans and documents are to be used for this project only and that any future use would be at the sole risk of COUNTY.

5. ADDITIONAL SERVICES. If authorized by COUNTY, CONSULTANT will provide additional services (those provided beyond the basic services as described herein) which shall be paid by a negotiated fee for such services.

6. EARLY TERMINATION. Either party hereto may terminate this Agreement at any time by giving 30 days written notice to the other party.

7. INDEMNIFICATION FOR DAMAGES, TAXES AND CONTRIBUTIONS. CONSULTANT shall exonerate, indemnify, defend, and hold harmless COUNTY (which for the purpose of paragraphs 7 and 8 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 CONSULTANT'S performance under the terms of this Agreement, to the extent caused by the negligent acts, errors or omissions of CONSULTANT, 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 third persons.

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).

8. INSURANCE. CONSULTANT, 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 CONSULTANT'S insurance coverage and shall not contribute to it.

If CONSULTANT utilizes one or more subconsultants in the performance of this Agreement, CONSULTANT shall obtain and maintain Independent Consultant's Insurance as to each subconsultant or otherwise provide evidence of insurance coverage for each subconsultant equivalent to that required of CONSULTANT in this Agreement, unless CONSULTANT and COUNTY both initial here MMWY ES

A. Types of Insurance and Minimum Limits

(1) Worker's Compensation in the minimum statutorily required coverage amounts.

(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.

(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.

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 Con-

3-13-94

tract. 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:

Parks, Open Space and Cultural Services
9000 Soquel Avenue, Suite 101
Santa Cruz, California 95062."

(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:

Bob Olson, park Planner
Parks, Open Space and Cultural Services
9000 Soquel Avenue, Suite 101
Santa Cruz, California 95062."

9. 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, 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: recruitment; advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training (including apprenticeship), employment, upgrading, demotion, or 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, sex, sexual orientation, age (over 40), 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. 704 431

(2) The CONSULTANT shall furnish COUNTY Affirmative Action 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 9B. to be inserted in all subcontracts for any work covered under this Agreement by a subconsultant 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.

10. INDEPENDENT CONTRACTOR 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 contractor relationship rather than an employer-employee relationship; and (j) The COUNTY conducts public business.

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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.

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. ATTACHMENTS. This Agreement includes the following attachments:

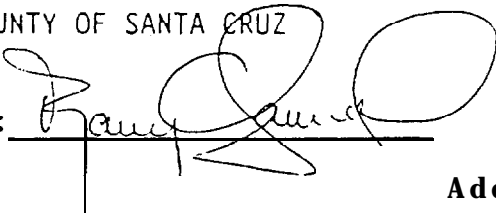
ATTACHMENT A.

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

COUNTY OF SANTA CRUZ

CONSULTANT: MESITI-MILLER ENGINEERING

By:



By:



Address: 224 Walnut Avenue
Santa Cruz, California 95060

Telephone: (408) 426-3186

APPROVED AS TO FORM:

By:


County Counsel

DISTRIBUTION: County Administrative Office
Auditor-Controller
County Counsel
Risk Management
Consultant

DOL-AGRE

12-13-10

MESITI-MILLER ENGINEERING 706
Civil and Structural Engineering 433

1 March 1994

Revised 22 March 1994 . . .

Revised 10 May 1994

Revised ~~30 September~~ 30 Sept 1994

Revised 11 November 1994

Robert E. Olson, Park Planner III
Parks, Open Space and Cultural Services
County of Santa Cruz
9000 Soquel Avenue, Suite 101
Santa Cruz, California 95062

Re: Design Services for the Shore Trail Coastal Access Project in Aptos, CA
Our File No: 93165

Dear Mr. Olson,

We are pleased the County has selected us as the most qualified firm to perform design services for the above referenced project. As requested in your letters, as discussed during several meetings with you and Dave Mitchell, and in accordance with several telephone conversations, we have prepared this proposal summarizing our current project understanding, defining the scope of professional services we intend to provide during the design and construction of this project, outlining a probable time schedule for completing the work and estimating our fees for these design services.

This proposal is based on information contained in the original RFP dated November 30, 1993, observations and comments made during the on-site pre-proposal submittal meeting with you on December 13, 1993, observations made during additional site visits with our sub-consultants on February 15 and February 18, 1994, your letters to us dated February 14 and September 12, 1994 several meetings with you and/or Dave Mitchell the last of which occurred on September 13, 1994, meetings with our sub-consultant land surveyor and geotechnical engineer, and several telephone conversations with you.

In discussing how to meet the budget with you and Dave Mitchell, we all agreed to several reductions in the scope of the project and in our services. These changes have forced all of us to reduce our expectations regarding the magnitude and scope of the improvements we can accomplish. The more significant changes include the following:

- POSCS will be responsible for all the research and compilation of information regarding regulatory issues which may affect the design. Liaison and coordination with all the various departments within the County, outside agencies, utility companies and other parties will be the sole responsibility of POSCS.

- POSCS will be responsible for researching, resolving and coordinating the location of the improvements with any land boundary, easements, encroachments or other boundary issues that may arise, except that we will show the location of the boundary on the **topographic** maps we prepare. The shown **location** of boundaries will be based on **information** available to us. No new boundary work will be performed.
- Design of improvements will be limited to **relatively** low cost construction methods **utilizing** off-the-shelf components and **low** tech solutions to the extent possible. **This** approach may result in a relatively short useful service life for the improvements and higher maintenance costs over the life **of** the improvements.
- In an effort to keep initial construction costs to a minimum, POSCS hopes to have large amounts of the work done by low cost labor forces **and/or** volunteer labor efforts. This criteria **will** result in simple designs using relatively fewer materials and **more** labor.
- POSCS will take sole responsibility for shepherding these projects through the permit process, including obtaining all the necessary approvals from any other department or outside agency.
- POSCS will be responsible for all construction administration, and all of the construction phase services we had **previously** anticipated providing but were deleted from our scope.
- ^{As} discussed, we will develop an integrated plan for improvements along the full length of the trail at this **site**. Then you will decide which improvements will be constructed during Phase I and which will be constructed during a **future** Phase II.

Project Understanding

This project basically consists of constructing new improvements **and/or** modifying existing improvements in an effort to provide safer access to the beach along an existing public access trail.' The present condition of the trail can best be described as good in some places and poor in others. This trail has one or more nearly impassable sections resulting from deterioration of previous improvements or damage caused by **surface** erosion..

Although the improvement may be **constructed** in two phases, our design documents will include both phases for permitting purposes. As you requested, this proposal includes a breakdown of each scope item and associated costs on a site basis. In further accordance with your letter dated February 14, we have broken down our fee by phase as follows:

- Phase One - Information Gathering, Analysis and Review
- Phase Two - Schematic Design
- Phase Three - **Construction** Documents and Bidding
- Phase Four - Construction

For the **purposes** of this proposal we will refer to Phases One and Two as Stage One of the project. Stage Two of the project will consist of Phases Three and Four.

STAGE ONE . . .

Phase One: -This phase **basically consists** of gathering **and reviewing basic site** information, surveying the existing conditions: analyzing and evaluating our findings, and reviewing your research regarding the regulatory environment and **other** design issues in an effort to determine the applicable design criteria and constraints. **Once** this work has been completed, we can begin development of your **conceptual** design.

Phase Two: The first step in the schematic design process will be further development of the solution **identified** by you addressing the access problems at each of these sites. As we discussed, the process will unfold as follows. Based on the conceptual design you have selected, we will prepare schematic plans suitable for presentation at a public hearing and for presentation to the Coastal Commission. Once the public hearing is complete and other design feedback is received, we will prepare and present to you schematic plans for agency review purposes. It is my understanding you will then submit these schematic plans to the **various** reviewing agencies for **their** preliminary review and comment.

Once Stage One is complete, we will then have sufficient information to provide you an updated project understanding, scope of services, schedule and fee estimate for **completing Stage Two** of this project. However, for your general information and as you requested, we have provided a broad understanding, general scope of services, schedule and a preliminary opinion of the probable magnitude of our fees for Stage Two.

STAGE TWO

Phase Three: This phase will generally consist of completing the design and supporting engineering calculations, and preparing a set of construction documents suitable for competitive bidding and construction of the improvements by a qualified experienced contractor. The construction documents will include plans, technical specifications and engineer's estimate for the work including pay quantities. You will submit **these** construction documents to the various reviewing agencies for final approval. You will also be responsible for shepherding the plans through the permit process. Phase Three also includes providing limited support services during competitive bidding of the project.

Phase Four: This phase will generally consist of providing limited support services to the County during the actual construction of the improvements. This work will be limited to attendance at a pre-construction meeting, construction staking, and observing the work during construction if requested by POSCS. Answering questions regarding interpretations of the contract documents, reviewing shop drawings or other submittals, **reviewing** change orders, preparing and/or issuing bulletins clarifying the design drawings or specifications, final review and **preparation** of the punch list at project completion are all items of work which will be performed by POSCS staff.

SITE SPECIFIC ISSUES

The work to be done at Shore Trail basically consists of improving an existing trail extending from Sea View Drive to Beach Drive. The existing trail alignment is shown as an easement on a map previously prepared by Dunbar and Craig. The improvements presently contemplated at this site include: 1) Some limited amount of new grading and surfacing for the trail. However,

the use of asphalt or concrete paving is not desirable; 2) Some retaining walls may be needed to achieve the desired grade. In an **effort** to minimize construction cost, these walls will be relatively low, less than 30" above existing grades; 3) New **stairways, either** at **grade** or above grade, will be provided where the trail becomes too steep, as defined by current ADA requirements or POSCS design criteria; 4) Fences to separate the proposed trail and the neighboring properties; 5) A **post** and chain **barrier** and some **signage** at the top and bottom will be provided to guide the public to the trail entrances; 6) Some storm drainage improvements will probably be required at the top of the trail and where the trail crosses the existing drainage swale; and 7) Landscaping to control erosion and re-vegetate areas of the site disturbed by construction will be needed. In addition, the existing landscape sprinkler system, installed by the property owner to re-establish vegetation, will either be modified to become part of the erosion control for this **proposed project**, or it will be blocked off (keeping the system active) at the trail's boundary. As agreed, POSCS staff will be responsible for all landscape design services involved with this project, as outlined under item 7 above.

Scope of Proposed Services

STAGE ONE: Phase One. -- Information Gathering, Analysis and Review

1. Meet with the staff of POSCS to review objectives, time-line requirements, scheduling, design and planning constraints, and site drainage constraints.
2. Develop this project understanding, scope of services, time' schedule and cost estimate in an effort to clearly define the design effort required for this project.
3. Visit the project site to observe and study existing conditions and features.
4. Subcontract with Haro, Kasunich and Associates, Inc. (HKA), to provide the scope of services outlined in their proposal and identified as Phase One Services, (See attached proposal in the appendix for additional information.)
5. Subcontract with Dunbar and Craig (D&C) to provide topographic land surveying of the existing conditions as described in their original proposal dated 22 February 1994, and as modified by their letter dated 21 July 1994. Topographic information will be suitable for the design, layout and construction of new pedestrian paths or rejuvenation of the existing trail. (See attached proposal and modifying letter in the appendix for additional information.)
6. Review your research regarding the regulator/ environment, applicable design criteria, constraints and other limitations.
7. Review, study and analyze the information collected and made available to us to determine design criteria and constraints and to evaluate its impact on the design alternate developed and selected by POSCS.

STAGE ONE: Phase Two -- Schematic Design

1. Attend meetings with you, members of your staff, and other design team members as required during this stage of the work.

2. Based on the design concept previously identified, selected and generated by you, develop one set of preliminary schematic drawings showing the approximate site layout, horizontal and vertical control, grading and drainage, and identifying primary elements and key details of the proposed improvements. These drawings will be sufficiently detailed to fix and describe the character of the proposed improvements and for presentation at a public hearing and for presentation by you to the Coastal Commission.
3. Attend a public workshop meeting to answer technical questions regarding this project. We anticipate you will administer the meeting and present the preliminary schematic design drawings.
4. Based on the final feedback received from you, we will clarify and/or make minor revisions to the preliminary schematic drawings to prepare one set of schematic plans and outline technical specifications suitable for POSCS review.
5. Submit the schematic design documents to you for final review and for your use in submitting the design concept to other agencies for their review and comment.

STAGE TWO: Phase Three -- Construction Documents and Bidding

1. Attend coordination meeting with you, your staff and the design team to review the schematic plans and your review comments, together with comments received from other reviewing agencies, in an effort to finalize details of the design. Attend separate coordination meeting with Soquel Creek Water District (SCWD) to review their plans for constructing a subsurface water main adjacent the the Shore Trail.
2. Subcontract with HKA to provide the scope of services outlined in their proposal and identified as Phase II. (See attached proposal in the appendix for additional information.)
3. Prepare the final design of the improvements based on the previously submitted schematic plans and final comments received,
4. Finalize civil and structural engineering calculations.
5. Prepare final working drawings sufficiently detailed for competitive bidding and construction of the proposed improvements by a qualified, experienced contractor.
6. Prepare or edit the final technical specifications.
7. Prepare an Engineer's Estimate stating our opinion of probable construction cost and work item breakdown appropriate for bidding the project.
8. Submit one set of reproducible construction documents including plans, specifications and estimate to POSCS for your review and use in submitting the documents to other local, state or federal agencies involved in review and approval of the project for permit purposes.
9. Respond to questions from you and your staff in support of your efforts to obtain approval of the project by appropriate reviewing agencies.

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10. Revise final plans, specifications and engineer's estimate in response to the final plan check comments received from POSCS. Resubmit one set of final construction documents (24" x 36" ink on Mylar original plans) to POSCS along with bid sheets, cost breakdowns and other final documents created as part of this project.
11. Attend a pre-bid meeting at each project site to answer any questions that may arise during the meeting.
12. If requested, review addenda and clarifications prepared by POSCS for consistency with our design intent.

STAGE TWO: Phase Four -- Construction

1. Attend a pre-construction meeting at each site to answer questions about design intent or about interpretation of the documents.
2. Subcontract with D&C to provide construction staking of the layout and grades associated with the proposed construction and to check the final position of the constructed improvements.
3. Subcontract with HKA to provide the scope of services outlined in their proposal and identified as Phase II. (See attached proposal in the appendix for additional information.)
4. If requested by you or POSCS staff, visit the construction site to observe the progress of construction and its general conformance with the Contract Documents.

Additional Work

Additional work services are items which arise as a result of unforeseen circumstances during the design or construction phase of the project or items which are not specifically mentioned under the scope of proposed services. Any requested additional work services will be billed in accordance with our then-prevailing Standard Billing Rates.

Time Schedule

Based on our present workload, we could begin work on this project immediately upon your written authorization to proceed, The work will be diligently pursued to a mutually agreeable schedule. Please see the time schedule in the Appendix for more information.

Compensation for Services

Compensation for all services rendered in connection with this project will be based on our Standard Billing Rates (copy enclosed). Based on information available to us at this time and the above outlined scope of proposed services, we are willing to begin work on these projects and complete Stage One (Phases One and Two) of our services for a not to exceed fee of \$12,600 including reimbursable expenses based on the stipulated allowances, and subcontracted geotechnical engineering and land surveying services.

Upon completion of Stage One, we **reserve** the right to update our project understanding, scope of services and fee estimate for completing Stage Two of these projects. However, we have, as you requested, prepared a **preliminary** opinion of probable cost for completing Stage Two of these projects. Our Stage Two figures are intended for your use in general budgeting for this project and are not intended as upward **limits** of our billings. At this time, it is our opinion the total probable cost of design services will be about \$27,000, broken down as follows:

, Stage One:	\$12,600	
Stage Two:	\$ 14,400	
Total Fee:		\$27,000

including reimbursable expenses based on the **stipulated** allowances, and subcontracted land surveying services.

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MESITI-MILLER ENGINEERING

Civil and Structural Engineering

STANDARD BILLING RATES

EFFECTIVE JANUARY 26, 1994

PRINCIPAL ENGINEER	\$88.00/hour
ENGINEER IV	\$78.00/hour
ENGINEER III	\$68.00/hour
ENGINEER II	\$60.00/hour
ENGINEER I	\$52.00/hour
ADMINISTRATIVE ASSISTANT	\$45.00/hour
EXPERT WITNESS	\$150.00/hour
Court appearance and preparation therefor	

EXPENSES:

1. Consultants Direct Billing x 1.15
2. Outside Services: Direct Cost x 1.25
Document reproduction, photography, phone toll charges,
delivery charges, equipment rental, other direct expenses
3. In-House Services:
Photocopies \$ 0.10/page
Blueprints (24' x 36') \$ 1.15/sheet
Polaroid photos \$ 1 SO/each
Facsimile transmit/receive \$ 2.00/page
Repro film \$ 1.00/sheet
CAD plotting - check plots on bond \$ 5.00/sheet
 - final plots on mylar \$25.00/sheet
4. Travel: \$0.30/mile
Out-of-County Automobile Use
Airfare, Hotel, Car Rental, Direct Cost x 1.15
Meals, Etc.

MINIMUM CHARGE

\$250.00

SUBJECT TO CHANGE WITHOUT NOTICE

MESITI-MILLER ENGINEERING					
DETAILED BREAKDOWN OF PROFESSIONAL SERVICES					
CLIENT: County of Santa Cruz POSCS					
PROJECT: Shore Trail					
JOB NO: 93 165					
DATE: November 11, 1994 93165APR.XLS					
BASIC SERVICES	Prin Engr	Proj Enpr III	Staff Engr I		Clerical
STAGE ONE: PHASE ONE - INFORMATION GATHERING, ANALYSIS and REVIEW					
1.01 Meet with County POSCS staff	9	2	2		1
1.02 Develop project understanding, scope, schedule and fee	12	3			3
1.03 Site visit to observe and study existing features	4	2	1		
1.04 Subcontract w/ HKA for geotechnical services	1				0.5
1.05 Subcontract w/ D&C for land surveying services	1				0.5
1.06 Review your research re: regulatory environment, utilities, etc	2	2	2		
1.07 Review, study and analyze available information, surveys, etc.	1	2	2		
Subtotal hours: 30 11 7 5					
at rate \$88 \$68 \$52 \$45					
cost \$2,640 \$748 \$364 \$225					
Subtotal MME Phase One Services: 33,977					
STAGE ONE: PHASE TWO - SCHEMATIC DESIGN					
2.01 Attend meetings w/ POSCS staff and design team members	3	3	3		
2.02 Prepare schematic plans for public presentation	4	2	24		
2.03 Attend a public meeting to answer questions that may arise	4				
2.04 Clarify and/or revise preliminary plans for resubmittal	1	2	8		
2.05 Submit revised plans to POSCS for your review and use	1				1
Subtotal hours: 13 13 35 1					
at rate \$88 \$68 552 \$45					
cost \$1,144 \$ 884 \$1,820 545					
Subtotal MME Phase Two Services: \$3,893					
Stage One Subtotal by Personnel: 53,784 \$ 1,632 \$2,184 \$270					
SUBTOTAL MME STAGE ONE SERVICES : \$7,870					
STAGE TWO: PHASE THREE - CONSTRUCTION DOCUMENTS AND BIDDING					
3.01 Attend meeting w/ County staff, design team & SCWD	4	4	2		
3.02 Subcontract w/ HKA for geotechnical services	1				0.5
3.03 Prepare the final design, layout and details of construction		4	8		
3.04 Prepare final engineering calculations	1	4	16		
3.05 Prepare final construction drawings	6	12	co		
3.06 Prepare final technical specifications	2	3	12		3
3.07 Prepare an Engineer's Estimate of construction costs	1	4	12		
3.08 Submit final construction documents (P.S.&E.) to POSCS	1				1
3.09 Assist you in obtaining approvals for the project	1	1	2		

APPENDIX

for .

COASTAL ACCESS PROJECT

MME File No. 93165

Time Schedule

Standard Billing Rates

Detailed Breakdown of Professional Services

Haro, Kasunich and Associates Proposal

Dunbar & Craig Proposals and Modification Letter

PROJECT SCHEDULE AND SUBMITTAL DATES

for

**COASTAL ACCESS PROJECT
MME File No. 93165**

The following project schedule is anticipated:

Milestone or Task	Milestone Date or Completion Date
Authorization to Proceed: Start Stage 1, Phase 1	December 1, 1994
Subcontract with Consultants, D&C and HKA	December 7, 1994
Meet with County Staff	December 14, 1994
Review your research on the regulatory environment, determine design criteria, constraints and limitations at each site	December 21, 1994
Study the collected information and evaluate its impact on the design selected by PCSCS	December 21, 1994
Start Stage 1, Phase 2	December 21, 1994
Attend Meeting	January 3, 1995
Prepare schematic drawings sufficiently detailed for presentation	February 7, 1995
Participate in public workshop meeting	February 14, 1995
Clarify and/or revise drawings based on feedback	February 28, 1995
Submit schematic design documents for review	March 7, 1995
Start Stage 2, Phase 3	March 14, 1995
Construction Documents Phase Allowance	(2 months)
Projected Completion Date	May 16, 1995
Start Stage 2, Phase 4	May 23, 1995
Construction Phase Allowance	(3 months)
Projected Completion Date	August 22, 1995

File Name: G:\MISC\93165SCH.DOC

AMENDMENT TO AGREEMENT

The parties hereto agree to amend that certain Agreement (#40282) dated December 13, 1994, by and between the COUNTY OF SANTA CRUZ and Mesiti-Miller Engineering to authorize Stage Two design services which incorporates Phase III for preparation of construction documents and Phase IV for construction observation services for the Shore Trail Project, located in the Rio Del Mar area of Aptos, in the county of Santa Cruz, California.

Mesiti-Miller Engineering agrees to perform Stage Two design services for the Shore Trail Project as outlined in Attachment A and Attachment B for the specified fees in the original agreement. Mesiti-Miller Engineering further agrees that all work to be performed shall meet the requirements for all County and other agency approvals and permits necessary for the project and must comply with all applicable codes,

Mesiti-Miller shall be compensated on a minimum interval of thirty (30) days for the percentage of work completed, except that County shall retain ten percent (10%) of the total billings or a total of One-Thousand, Four-Hundred Dollars (\$1,440) as final design payment for services outlined in Stage Two of Attachment A. Final design payment of the ten percent retention shall be made by County upon completion of all design work., receipt of construction document originals which include mylar originals of the construction drawings, technical specifications for bidding and cost estimates.

The term of this agreement shall be extended to June 30, 1997. Mesiti-Miller Engineering agrees to complete Stage Two, Phase III construction documents within sixty (60) calendar days from the execution date of this amendment.

All other provisions of said agreement shall remain the same.

Dated: 3-26-96

COUNTY OF SANTA CRUZ

By: [Signature]

Approved as to form:

By: [Signature]
Office of the County Counsel

CONTRACTOR

By: [Signature]

Address: 224 Walnut Avenue
Santa Cruz, CA 95060

Approved as to insurance:

Telephone: (408) 426-3 186 .

By: [Signature] 3-14-96
Risk Management

26-96

Distribution: CAO, Auditor-Controller, County Counsel, Risk Mgt., Contractor, Parks Dept.

.10 Revise and resubmit final P.S.& to POSCS	1	2	1	4	1
.11 Attend pre-bid meeting on-site		3			1445
.12 Review bid addenda and clarifications prepared by POSCS		1			
Subtotal hours:	18	38	96		5.5
at rate	\$88	\$68	\$52		\$45
cost	\$1,584	\$2,584	\$4,992		\$248
Subtotal MME Phase Three Services:					\$9,408
STAGE TWO: PHASE FOUR -- CONSTRUCTION					
.01 Attend pre-construction meeting		3			
4.02 Subcontract D&C for construction staking services	0.5				0.5
4.03 Subcontract w/ HKA for geotechnical services	0.5				0.5
4.04 Visit construction site - if requested	1	4			
Subtotal hours:	2	7	0		1
at rate	\$88	\$68	\$52		\$45
cost	\$176	\$476	\$0		545
Subtotal MME Phase Four Services:					\$697
Stage Two Subtotal by Personnel					\$1,760 \$3,060 \$4,992 \$293
SUBTOTAL MME STAGE TWO SERVICES :					\$10,105

The above breakdown represents our best estimate at this time and may change subject to future developments during the project. It is possible that some of the estimated manpower requirements of specific task items may increase, while others may not require the entire anticipated effort. This provides us a greater degree of confidence in the overall project estimate, rather than in any given task.

SUMMARY OF TOTAL FEE FOR PROFESSIONAL DESIGN SERVICES

Source of Expenditure	STAGE ONE		STAGE TWO		Ext.
	Phase 1	Phase 2	Phase 3	Phase 4	
Mesiti-Miller Engineering In-House Staff	\$3,977	\$3,893	\$9,408	\$697	\$17,975
Subconsultant Firms (direct cost x 1.15)					
Dunbar and Craig, Land Surveyors	\$2,070			\$2,024	\$4,094
Haro, Kasunich and Associates, Geotechnical Engineers	\$2,507		\$1,484	\$679	\$4,669
					\$8,763
Reimbursable Expenses (allowance for direct cost x 1.25)					
Photographs	\$20				\$20
Document production & reproduction		\$50	\$100		\$150
Fax and telephone	\$20	\$30	\$20	\$20	\$90
Miscellaneous	\$10	\$10	\$10	\$10	\$40
					\$300
Total Estimated Professional Fees:	Stage 1 = \$12,587		Stage 2 = \$14,451		\$27,038

ATTACHMENT "B"

SHORE TRAIL STAGE TWO PHASE III PROGRAM DESIGN ELEMENTS

Attachment "B" is a clarification of the specific program design elements generated from the second public workshop held on January 11, 1996. Attachment "B" is intended to augment the scope of work illustrated in Attachment "A" Agreement No. 40282. In addition, the Stage Two Phase III construction drawings shall include and/or address the following program elements or issues:

1. Develop construction drawings/ technical specifications in the Construction Specification Institute's (CSI) format/ bid package for the complete project incorporating a base bid construction program which falls within the available funding of forty thousand dollars (\$40,000), which would include a 5% contingency. The remaining program elements should be included as add alternates.
2. The construction drawings shall include all of the program elements indicated on the conceptual drawings dated 12/95. In addition, the construction drawings shall address the conflict between the rock drainage swale and the trail located near station 4+00.
3. Include the installation of "no parking signage along side the chain link fencing which parallels Sea View Drive.

AMENDMENT TO AGREEMENT

The parties hereto agree to amend that certain Agreement (#40282) dated December 13, 1994, by and between the COUNTY OF SANTA CRUZ and MESITI-MILLER ENGINEERING, INC., to provide additional engineering services for revising the Shore Trail Plans and associated construction documents to reflect the revised topographic map as prepared by Bowman & Williams Engineering, Inc., dated January 1997.

Mesiti-Miller Engineering agrees to perform the additional engineering services specified above and as outlined in Attachment A for a fee not-to-exceed One Thousand Eight Hundred Seventy Dollars (\$1,870).

Furthermore, additional cost for engineering services due to adjustments in the fee schedule (Attachment B) shall, not exceed Nine Hundred Twenty-seven dollars (\$927), or a total adjustment to the Agreement in the amount of \$2,797.

Mesiti-Miller Engineering shall be compensated on a minimum interval of thirty (30) days for the percentage of work completed, except that County shall retain ten percent (10%) of the total billings or a total of One Thousand Seven Hundred Nineteen Dollars and Seventy Cents (\$1,719.70) as final design payment for services outlined in Stage Two of the contract documents, and including the services specified in Attachment A. Final design payment of the ten percent (10%) retention shall be made by County upon completion of all design work, receipt of construction document originals which include mylar originals of the construction drawings, technical specifications for bidding, and cost estimates.

The term of this Agreement shall be extended to June 30, 1998. Mesiti-Miller Engineering agrees to complete Stage Two, Phase III construction documents within thirty-six (36) calendar days from the execution date of this amendment.

All other provisions of said Agreement shall remain the same.

Date: 3/27/97

COUNTY OF SANTA CRUZ
By: [Signature]

Approved as to form
By: [Signature]
County Counsel

CONTRACTOR
By: [Signature]
Address: 224 Walnut Avenue
Santa Cruz, CA. 95060
Telephone: (408) 426-3186
FAX: (408) 426-6607

Approved as to insurance:
By: [Signature]
Risk Management

Distribution: CAO, Auditor-Controller, County Counsel, Contractor, Parks Dept.

ATTACHMENT A

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MESITI-MILLER ENGINEERING, INC.

Civil and Structural Engineering

February 10, 1997

revised March 11, 1997

Robert E. Olson, Park Planner III
Parks, Open Space and Cultural Services
County of Santa Cruz
9000 Soquei Avenue, Suite 101
Santa Cruz, California 95062

Re: Request for Budget Increase No: 1
Shore Trail Coastal Access, Aptos, CA
Our File No: 93165

Dear Mr. Olson,

As you know, our previously prepared construction documents (drawings and specifications) were rendered obsolete by the recent grading and construction of many improvements by David Spence within the project area. Bowman and Williams has furnished us an updated topographic map showing the new grades and other improvements within the project area. Using this updated topographic information, we will revise the drawings and specifications. As these revisions are outside the original scope of services for this contract, we do hereby request a lump sum payment of \$1,870 for these additional services.

Based on our present workload, these additional services could be completed and a final check set of drawings and specifications submitted to POSCS for review and approval within 36 calendar days of receiving written authorization to perform these additional services.

As you further know, our original agreement was signed in 1994 and we have already agreed to one extension without any increase in our fee. As the County is now seeking a second extension to our agreement, we do hereby request an increase in our fee to compensate for our increased costs and administrative effort. To determine the percentage increase in fees shown below, I used the ratio of the sum of the new billing rates (copy attached) to the sum of the old billing rates (copy attached) as follows:

Dunbar & Craig (D&C) subcontract land surveying

$$(130+100)/(115+95)=1.095$$

Haro Kasunich and Associates (HKA) subcontract geotechnical engineering

$$(130+100+80+45+50+55+60+65)/(115+90+70+35+40+45+50+60)=1.158$$

Mesiti-Miller Engineering (MME):

$$(93+72+55+45)/(88+68+52+45)=1.047$$

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Applying the above percentage increases to the remaining services to be provided by the various parties results in the following:

D&C, remaining Stage II, phase 4 services: $\$2,024 \times 9.5\% = \192
HKA, remaining Stage II, phase 3 & 4 services: $\$1,755 \times 15.8\% = \277
MME, remaining Stage II, phase 3 & 4 services: $\$1,888 \times 4.7\% = \89

Adding the additional MME administrative effort:

Principal Engineer: 3 hours x \$93 = \$279
Administrative Assistant: 2 hours x \$45 = \$90

Subtotal increased project cost = \$927

Summarizing then, the total of this request for budget increase is \$2,797 (\$1,870 plus \$927).

I trust this letter serves your present needs regarding this project. Should you have any questions or comments or if I can be of further assistance please call.

Respectfully yours,

MESITI-MILLER ENGINEERING, INC.



Mark Mesiti-Miller
President

cc: Contract File

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MESITI-MILLER ENGINEERING, INC.

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Civil and Structural Engineering

Standard Billing Rates

Effective January 26, 1996

Professional Services

Principal Engineer	→	\$93.00/hour
Engineer IV		83.00/hour
Engineer III	→	72.00/hour
Engineer II		63.00/hour
Engineer I	→	55.00/hour
Contract Supervisor		60.00/hour
Administrative Assistant	→	45.00/hour
Expert Witness		150.00/hour
Court appearance and preparation therefor		

NEW RATES

Reimbursable Expenses:

Consultants	Direct Billing x 1.15
<u>Outside Services</u>	Direct Cost x 1.15
Document reproduction, photography, phone toll charges, delivery charges, equipment rental, other direct expenses	
<u>In-House Services</u>	
Photocopies	\$ 0.10 sheet
Diskettes	1.00 each
Blueprints (24" x 36")	1.00 sheet
Facsimile transmit/receive	1.00 sheet
Repro film	1.00 sheet
CAD plotting -check plots on bond	5.00 sheet
-final plots on mylar	20.00 sheet
Travel	\$ 0.30 mile
Out-of-County Automobile, Airfare, Hotel, Car Rental, Meals, etc.	Direct Cost x 1.15

Minimum Charge \$250.00

Subject to change without notice

DUNBAR AND CRAIG
LICENSED LAND SURVEYORS
A CALIFORNIA CORPORATION

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~~207~~

1011 CEDAR . P.O. BOX 1018 • SANTA CRUZ, CA 95061-1018
(408) 425-7533 • FAX (408) 426-9182

New Rates

10 March 1997

Mesiti-Miller Engineering
224 Walnut Ave.
Santa Cruz, CA. 95060

Dear Mark:

I have prepared this letter to document our billing increase since 1994.

Our current rates are as follows:

\$130/hour for a two man field crew
\$100/hour for office mapping (licensed land surveyor)

If I can be of further assistance, please call.

Very truly yours,

Dunbar & Craig

Curt G. Dunbar

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Request for Taxpayer Identification Number and Certification

Give this form to
the requester. ~~Do not~~
NOT send to IRS.

Name (If joint names, list first and circle the name of the person or entity whose number you enter in Part I below. See instructions on page 2 if your name has changed.)
MARK MESITI-MILLER

Business name (Sole proprietors see instructions on page 2)
MESITI-MILLER ENGINEERING

Address (number and street)
224 WALNUT AVE

City, state, and ZIP code
SANTA CRUZ, CA 95060

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN) : Social security number
 Employer identification number
7170117314912

Part II Payees Exempt From Backup Withholding (See instructions on page 2)

Requester's name and address (optional)

Please print or type

Certification.—Under penalties of perjury, I certify that

(1) The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and

(2) I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding.

Certification instructions.—You must cross out item (2) above if you have been notified by the IRS that you are currently subject to backup withholding because of underreporting interest or dividends on your tax return. For real estate transactions, item (2) does not apply. For mortgage interest paid, the acquisition or abandonment of secured property, contributions to an individual retirement arrangement (IRA), and generally payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (Also see Signing the Certification on page 2.)

Please check (only one) box in each column below that best describes Your type of organization and the transaction for which we make payment to you:

- | <u>ORGANIZATION</u> | <u>TRANSACTION</u> |
|--|---|
| 1. <input checked="" type="checkbox"/> Individual. | 1. <input type="checkbox"/> Medical & Health Care Service |
| 2. <input type="checkbox"/> Partnership | 2. <input checked="" type="checkbox"/> Other Service (Specify)
<u>Consulting Engineering</u> |
| 3. <input type="checkbox"/> Trust/Estate | 3. <input type="checkbox"/> Goods/Merchandise |
| 4. <input type="checkbox"/> Corporation | 4. <input type="checkbox"/> Freight |
| 5. <input type="checkbox"/> Real Estate Agent | 5. <input type="checkbox"/> Other Transaction (Specify) |
| 6. <input type="checkbox"/> Tax Exempt Organization | 6. <input type="checkbox"/> Rent (Space/Machinery) |
| 7. <input type="checkbox"/> Public Entity | 7. <input type="checkbox"/> Interest |
| 8. <input type="checkbox"/> Other Organization (Specify) | |

Here Taxpayer's Signature *Mark Mesiti-Miller* Date 5/17/94

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DIVIDED AND SEPARATE
LICENSED LAND SURVEYORS
A CALIFORNIA CORPORATION

1011 . P.O. BOX 1018 . SANTA CRUZ, CA 95061-1018
(408) 425-7533 . FAX (408) 426-9182

06 454
~~208~~

Old
Rates

'22 February 1994

Mesiti-Miller Engineering
224 Walnut Avenue
Santa Cruz, California

Re: Surveying services for beach access path at Shore Trail, Rio Del Mar

Dear Mark:

We propose to provide **boundary** and topographic surveying for the design and construction of a pedestrian path along what was formerly known as Shore Trail, in Rio Del Mar. Our estimate is based on hourly rates of

\$ 115/hour for a two man field crew
\$ 95/hour for office mapping and calculations

with the project being performed on a time and materials basis.

We have already completed a boundary survey of Shore Trails from Sea View Drive through the Hilary Harts property. I prepared the description of the parcel to be conveyed to the County. However, the remainder of the access from the Harts property to Beach Drive has yet to be surveyed. This will have to be established prior to design.

We also provided topographic surveying and vertical control for the County/FEMA project involving the Harts property. Unfortunately we were never called upon to provide a final "as-built" survey and we stopped work approximately 90% into the project. I am aware that additional grading took place after we made our last site visit. It will therefore be necessary to provide a current topographic map from Seaview Drive to Beach Drive.

We have been asked to provide estimates for construction staking a project that has yet to be designed. Accordingly, the estimate provided is a "rough-estimate" only and -we reserve the right to adjust and modify it after we see the design.

Estimates are {boundary-topography) :

1) Boundaries, 6 hours field	\$ 690
2) Boundaries, 3 hours office	\$ 285
3) Topography, 6 hours field	\$ 690
4) Topography, 5 hours office	\$ 475
Boundary-Topography Total	\$ 2140