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DEPARTMENT OF  
PUBLIC WORKS

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GOVERNMENTAL CENTER

JOHN A. FANTHAM  
DIRECTOR OF PUBLIC WORKS



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AGENDA: SEPTEMBER 22, 1998 303

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COUNTY OF SANTA CRUZ

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701 OCEAN STREET, SANTA CRUZ, CALIFORNIA 950604070

(831) 454-2160

FAX (831) 4542385

September 10, 1998

SANTA CRUZ COUNTY BOARD OF SUPERVISORS

701 Ocean Street

Santa Cruz, California 95060

SUBJECT: SAN ANDREAS ROAD AT MANRESA BEACH STORM DAMAGE REPAIR  
DAF #CSC-SCR-004, INDEPENDENT CONTRACT AGREEMENT  
AMENDMENT NO. 71653

Members of the Board:

The Board of Supervisors recently approved an emergency storm damage repair contract with Anderson Pacific Engineering Construction of San Jose, California, for the installation of 260 lineal feet of storm drain across San Andreas Road at the entrance to Manresa State Beach for a total cost of \$222,500. Funding for this Emergency Relief (ER) repair project was included in the adopted 1998/99 Road Budget, with nearly 89 percent of the cost covered by Disaster Assistance Form (DAF) CSC-SCR-004, prepared by the California Department of Transportation (CALTRANS) for El Niño storm repairs.

During our subsequent negotiations with representatives of California State Parks for the necessary access through Manresa State Beach, we were informed that approximately twenty additional lineal feet of replacement culvert would be required to return the culvert system to its pre-storm discharge point. We have received a proposal from the contractor to complete this additional pipe replacement at a cost of \$20,400.00 (see attached estimate).

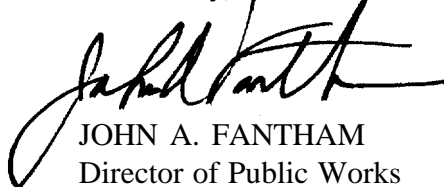
In addition, in return for this permitted access and in lieu of the normal permit fees, State Parks has requested that our contractor also repair the concrete beach access ramp to the beach. Apparently the access was also damaged by last winter's storms and would most likely be further impacted by our contractor's use of this access. Our contractor's additional cost for this repair is estimated at \$9,850.00 (a copy of the permit is attached).

The total combined funding request for these additional contract items is \$30,250.00. This would bring the not-to-exceed contract amount for the San Andreas Road repair project to \$252,750.00. There is sufficient funding available in the adopted 1998/99 Road Budget for the proposed amendment of the current Independent Contractor Agreement using a combination of Emergency Relief funding supplied by CALTRANS (88.53 percent) and local County share revenue (at 11.47 percent) that was set aside for the subject project in the adopted Road Budget.

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

1. Approve the attached Amendment to Independent Contractor Agreement No. 71653 with Anderson Pacific Engineering Construction by increasing the not-to-exceed amount to \$252,750.
2. Authorize the Director of Public Works to sign the contract amendment on behalf of the County.

Yours truly,

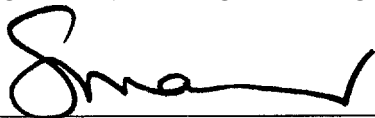


JOHN A. FANTHAM  
Director of Public Works

WBW:mg

Attachments

RECOMMENDED FOR APPROVAL:



\_\_\_\_\_  
County Administrative Officer

copy to: Public Works (Fiscal, Design, and Construction)  
Victor Roth, State Parks Land Agent

COUNTY OF SANTA CRUZ  
REQUEST FOR APPROVAL OF AGREEMENT

W 00305

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

FROM:

PUBLIC WORKS

(Dept.)

(Signature)

(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)  
ANDERSON PACIFIC ENGINEERING CONSTRUCTION  
and, 1390 NORMAN AVENUE, SANTA CLARA, CA 95054 (Name & Address)
2. The agreement will provide FOR THE SAN ANDREAS ROAD AT MANRESA STATE PARK STORM DAMAGE REPAIR, DAF CSC-SCR-004.
3. The agreement is needed BECAUSE THE WORK CAN BE DONE MOST EXPEDITIOUSLY BY CONTRACT.
4. Period of the agreement is from BOARD APPROVAL to JUNE 30, 1999
5. Anticipated cost is% INCREASE BY \$30,250.00 (Fixed amount; Monthly rate; Not to exceed)
6. Remarks: CONTRACT \$252,750.00; OVERHEAD (7%) \$17,692.50; TOTAL \$270,442.50
7. Appropriations are budgeted in 621100 P00600 (933737) (Index#) 3590 (Subject)

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

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

Contract No. 81653 Date 9/9/98  
GARY A. KNUTSON, Auditor - Controller  
By Shirley Ward Deputy.

WBW:mg

Proposal reviewed and approved. It is recommended that the Board of Supervisors approve the agreement and authorize the DIRECTOR OF PUBLIC WORKS to execute the same on behalf of the DEPARTMENT OF PUBLIC WORKS

(Agency).

Remarks:

(Analyst)

County Administrative Officer  
By Peter Cohn Date 9-14-98

Agreement approved as to form. Date \_\_\_\_\_

Distribution:

Bd. of Supv. - White  
Auditor-Controller - Blue  
County Counsel - Green \*  
Co. Admin. Officer - Conory  
Auditor-Controller - Pink  
Originating Dept. - Goldenrod

\*To Orig. Dept. if rejected.

ADM - 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 entered  
in the minutes of said Board on \_\_\_\_\_ County Administrative Officer

\_\_\_\_\_ 19 \_\_\_\_\_ By \_\_\_\_\_ Deputy Clerk

**AMENDMENT TO AGREEMENT**

0000306

The parties hereto agree to amend Contract Number 71653 dated JUNE 16, 1998, by and between the COUNTY OF SANTA CRUZ and ANDERSON PACIFIC ENGINEERING CONSTRUCTION for THE SAN ANDREAS ROAD AT MANRESA BEACH STATE PARR STORM DAMAGE REPAIR DAF NO. CSC-SCR-004 FOR ADDITIONAL WORK REQUIRED AT THE SITE, by INCREASING THE NOT-TO-EXCEED AMOUNT OF THE CONTRACT TO \$252,750.

All other provisions of said contract shall remain the same.

DATED: \_\_\_\_\_

COUNTY OF SANTA CRUZ  
DEPARTMENT OF PUBLIC WORKS

CONTRACTOR:  
ANDERSON PACIFIC ENGINEERING  
CONSTRUCTION

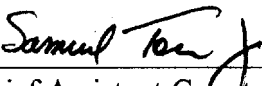
BY: \_\_\_\_\_

\_\_\_\_\_  
DIRECTOR OF PUBLIC WORKS

ADDRESS:  
13 90 WORMAN AVENUE  
SANTA CLARA, CA 95054

TELEPHONE: 83 1-970-9900

Approved as to form:

  
\_\_\_\_\_  
Chief Assistant County Counsel

DISTRIBUTION: Auditor-Controller  
Public Works  
Contractor

STATE OF CALIFORNIA - RESOURCES AGENCY  
DEPARTMENT OF PARKS AND RECREATION

0000307

TEMPORARY USE PERMIT  
SAN ANDREAS ROAD REPAIR PROJECT  
MANRESA STATE BEACH, SANTA CRUZ COUNTY

This permit is entered into this \_\_\_\_\_ day of August, 1998, by and between the STATE OF CALIFORNIA, acting by and through the Department of Parks and Recreation, hereinafter called STATE PARKS, and SANTA CRUZ COUNTY DEPARTMENT OF PUBLIC WORKS, hereinafter called PERMITTEE.

PERMITTEE is hereby granted permission to use, subject to the conditions set forth below, commencing on September 8, 1998 and ending October 15, 1998, that portion of STATE PARKS property known as Manresa State Beach, described more fully in Exhibit "A" attached hereto and outlined in red, hereinafter referred to as Premises, this exhibit by this reference is made a part hereof.

This permit is issued for the purpose of approving temporary use of state park lands and ocean fronting sandy beach area by PERMITTEE to undertake work required for the repair of a drainage culvert beneath San Andreas Road in Santa Cruz County. Specific activities on state park property includes temporary access to the project site over and across park lands and sandy beach area of Manresa State Beach including ingress and egress over a beach access ramp leading from the Manresa State Beach parking lot to the beach.

THIS PERMIT IS ISSUED SUBJECT TO THE FOLLOWING CONDITIONS:

1. The exercise of any of the privileges granted by this Permit constitutes acceptance of all of the conditions of this Permit.

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AUG. -28' 98 (FRI) 12:11

S. C. CO. PUBLIC WORKS

TEL: 408 454 2385

P. 004

u. 00308

1           2.     That the Premises be used only for the purposes specified above.

2

3           3.     PERMITTEE, in the exercise of the privileges herein granted, shall at all times, comply  
4 with all applicable laws, rules and regulations including, but not limited to, rules and regulations for the  
5 State Park System now in effect or hereinafter adopted.

6

7           4.     This permission is subject to all valid and existing contracts, leases, licenses,  
8 encumbrances, and claims of title which, may affect said property; and the use of the word "grant" herein  
9 shall not be construed as a covenant against the existence of any thereof.

10

11           5.     PERMITTEE hereby waives all claims and recourse against STATE PARKS, including the  
12 right to contribution for loss or damage to persons or property arising from, growing out of, or in any  
13 way connected with or incident to this permit except claims arising from the sole negligence of STATE  
14 PARKS, its officers, agents, and employees. PERMITTEE shall indemnify, save harmless, and defend  
15 STATE PARKS, its officers, agents, and employees against any and all claims, demands, damages,  
16 costs, expenses, or liability costs arising out of or in any way connected with or incident to this permit  
17 except for liability arising out of the sole negligence of STATE PARKS, its officers, agents, or  
18 employees.

19

20           6.     PERMITTEE shall remove all PERMITTEE's equipment upon said Premises upon  
21 completion of this project. PERMITTEE shall be solely responsible for repairing any and all damage to  
22 all park roads, areas, and facilities utilized by PERMITTEE that are damaged by PERMITTEE during  
23 the course of construction related activity. All such repairs shall be tied out in a manner satisfactory  
24 to STATE PARKS and shall be completed in a reasonable time frame; but if PERMITTEE shall fail to  
25 do so, STATE PARKS may do so at PERMITTEE's sole cost and expense, to be paid by PERMITTEE  
26 on demand.

27

after 10 day notice to PERMITTEE,

OK

R.

454.2385

1           7.     This permit shall terminate at the end of the period as hereinabove provided except that  
2     STATE PARKS reserves the right to terminate at any time during said actual period upon giving ten (10)  
3     days written notice to PERMITTEE prior to the actual date of termination. Upon breach by  
4     PERMITTEE of any of the conditions set forth herein, STATE PARKS may terminate the permit  
5     immediately by written notice to PERMITTEE.

6  
7           8.     PERMITTEE shall at all times during the term of this permit, require its contractors  
8     performing work pursuant to this permit to maintain in full force and effect, a policy of public liability  
9     and property damage insurance as follows:

10  
11                 This policy or policies is to be in an amount not less than \$1,000,000 providing coverage  
12                 for Public Liability  
13                 (each accident) and Property Damage Liability, and in a form satisfactory to  
14                 STATE PARKS, and a complete and signed copy of a Certificate of Insurance  
15                 thereof shall be submitted to STATE PARKS concurrently with the execution of  
16                 this permit.

17  
18                 Insurance policies shall contain the following special endorsement:

19  
20                 "The State of California, California State Park and Recreation Commission,  
21                 Department of Parks and Recreation, their officers, employees, and agents, are  
22                 hereby declared to be additional insureds under the terms of this policy.

23  
24                 "This insurance policy will not be reduced or canceled without fifteen (15) days'  
25                 prior written notice to the Department of Parks and Recreation.

26     /  
27     /



"The State of California, Department of Parks and Recreation, is not liable for the payment of any premiums or assessments on this policy."

0000310

This cancellation provision shall not be construed in derogation of the duty of the PERMITTEE to furnish insurance during the entire term of the permit. In the event PERMITTEE fails to keep in effect at all times insurance coverage as herein provided, STATE PARKS may, in addition to any other remedies it may have, terminate this permit and all privileges PERMITTEE may have hereunder.

9. PERMITTEE shall submit a copy of PERMITTEE'S contractor's Certificate of Insurance to STATE PARKS for their review. Notwithstanding the foregoing, PERMITTEE may self-insure for any or all of the matters set forth above, upon presentation of adequate proof of such self-insurance to STATE PARKS.

10. PERMITTEE, at no cost or expense to the STATE shall repair, to the satisfaction of STATE, the beach access ramp at Manresa State Beach as a component of the San Andreas Road culvert repair project.

11. Any use of beach sand, including as fill, is prohibited with the exception that sand material removed from trenches and excavations in the sandy beach area during said construction may be used for backfill.

12. During construction herein referred to, public vehicular access and use of the main Manresa State Beach park entry road shall be shall not be impeded. Public pedestrian access to the sandy beach area of Manresa State Beach shall be remain open at all times during noted construction project.

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13. During construction herein referred to, PERMITTEE shall provide at no cost to STATE  
1 PARKS adequate signs within Manresa State Beach area warning the public of any dangerous condition  
2 and shall provide for sufficient and adequate fencing or protection around any excavation, storage and  
3 lay-down areas. All ingress and egress over the beach access ramp leading to the sandy beach from the  
4 Manresa State Beach main parking area shall be undertaken in conjunction with the use of an  
5 accompanying flagger.

6  
7 14. PERMITTEE shall provide STATE PARKS with formal notification 24 hours prior to the  
8 commencement of any permit related activity over and across said premises.

9  
10 15. PERMITTEE is responsible for obtaining all other legally required permits for this project,  
11 including but not limited to, a Coastal Development Permit . Conditions contained in the STATE PARK  
12 Temporary Use Permit are in addition to and do not take the place of, those conditions or special  
13 requirements contained in other legally required permits.

14  
15 16. Amendments or changes to this permit shall be made in writing.

16  
17 17 Any notice, demand, or request required or authorized by this Permit to be given or made to or upon  
18 STATE shall be deemed properly given or made if delivered by U.S. Postal Service to the California Department of  
19 Parks and Recreation, Santa Cruz District, District Superintendent, 600 Ocean Street, Santa Cruz, CA. 95060. Said  
20 notice shall become effective upon receipt. Nothing herein contained shall preclude the giving of any such notice by  
21 personal service.



1 18. An administrative permit fee of One Thousand Dollars (\$1,000) from PERMITTEE to  
2 STATE PARKS is hereby waived.

3

4

5 STATE OF CALIFORNIA  
6 DEPARTMENT OF DEPARTMENT OF PARKS AND RECREATION

7 APPROVED:

8

9 By: \_\_\_\_\_

10

11 David Vincent, District Superintendent

12 Date: \_\_\_\_\_

13

14

15 APPROVED:

16 SANTA CRUZ COUNTY DEPARTMENT OF PUBLIC WORKS

17

18 By: John Fantham

19

20 John Fantham, Director

21

22

23 Date: 9/2/98

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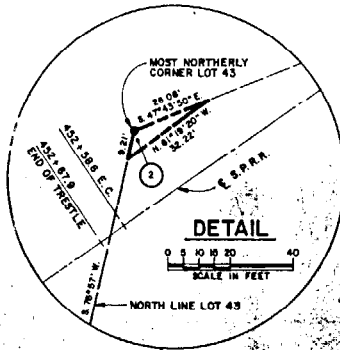
SCHEDULE OF ACQUISITION							
P.C.L.	GRANTOR	TYPE OF DOCUMENT	RECORDING DATE	BOOK & PAGE	PARCEL ACRES	TOTAL ACRES	
1,2,3	COAST REDUCTION, INC.	DEED	9-2-1948	874 O.R. 198	42.8		
4	WILLIAM HENRY BROOKS, et al	8/DEED	2-28-1967	1806 O.R. 633	0.300		
5	PACIFIC TELEPHONE & TELEGRAPH	8/DEED	10-20-1973	2550 O.R. 565	45.86		
2576	ARTHUR RICHARD GRIMM, et al	8/DEED	1-8-1976	2574 O.R. 489	1.59		
2577	THOMAS V. DEHL	DEED	10-21-1980	3252 PG. 650	5.40		
4107	EAKENS & FRANK, A PARTNERSHIP	DEED	1-11-1982	3404 PG. 23	15.00	110.75	

ACREAGES MAY BE ADJUSTED BY SUBSEQUENT SURVEYS.

SCHEDULE OF ENCUMBRANCES							
ENCL. BRANCH	GRANTEE	TYPE OF DOCUMENT	TERMINATION DATE	DOCUMENT DATE	RECORDING DATE	BOOK & PAGE	
E1	CHARLES W. ZILS, et al	8/DEED	INDEFINITE	2-2-1924	2-20-1924	18 O.R. 488	
E2	COAST COUNTIES GAS & ELECTRIC CO.	R/W		6-10-1937	6-23-1937	328 O.R. 149	
E3	W. H. EBERT CORPORATION	8/DEED		9-3-1975	10-20-1975	2550 O.R. 564	
E4	ARTHUR RICHARD GRIMM, et al	8/DEED				2550 O.R. 569	
E5	JOHN NUCKTON			9-28-1981	10-18-1981	842 O.R. 87	
E6	COAST COUNTIES GAS & ELECTRIC CO.	R/W		10-11-1940	10-14-1940	588 O.R. 233	
E7				6-2-1931	UNKNOWN	197 O.R. 248	
E8				8-22-1947	2-11-1948	MM 826 O.R. 408	
E9				8-19-1947	8-11-1948	824 O.R. 400	
E10	COUNTY OF SANTA CRUZ	AGREEMENT		9-22-1969	SEE P.B.R. FILE 429.8		
E11	SAN ANDREAS MUTUAL WATER CO.	R/W		11-18-1952	11-21-1952	MM 993 O.R. 124	
E12	W. A. DUFFIELD, et al	QUITCLAIM		6-10-1953	6-17-1953	MM 918 O.R. 478	
E13	SAN ANDREAS MUTUAL WATER CO.	8/DEED				MM 918 O.R. 480	
E14	A. R. SLOVER, et al			11-19-1956	12-4-1956	MM 1008 O.R. 434	
E15	THELMA E. GALLAGHER			2-17-1971	6-21-1971	2104 O.R. 708	
E16	COUNTY OF SANTA CRUZ	AGREEMENT		6-20-1949	SEE P.B.R. FILE 429.8		
E17				9-30-1949			
E18	JOHN J. KING, et al	8/DEED	INDEFINITE	7-9-1964	7-10-1964	MM 1330 PG. 221	
E19	COAST COUNTIES GAS & ELECTRIC CO.			10-22-1946		886 O.R. 289	
E20				10-31-1949		743 O.R. 571	
E21				6-25-1962		479 O.R. 184	
E22	HOWARD L. BRYAN			3-23-1967		MM 10 O.R. 594	
E23	DONALD W. FRANK					MM 10 O.R. 598	

SCHEDULE OF APPURTENANCE							
P.C.L. NO.	GRANTOR	TYPE OF DOCUMENT	TERMINATION DATE	DOCUMENT DATE	RECORDING DATE	BOOK & PAGE	
A1	STATE OF CALIFORNIA	8/DEED	PERPETUAL	9-3-1975	10-20-1975	2550 O.R. 564	
A2						2550 O.R. 569	
A3	STATE OF CALIFORNIA	8/DEED	INDEFINITE	9-23-1975	1-8-1976	2574 O.R. 489	
A4				7-9-1964	7-10-1964	1830 O.R. 221	

PORTION OF LOTS 33, 43, & 51  
in the  
SAN ANDREAS RANCHO  
SANTA CRUZ COUNTY



Legend

- STATE BEACH BOUNDARY
- ② ACQUISITION PARCEL NUMBER
- ③ ENCUMBRANCE NUMBER
- ④ APPURTENANCE NUMBER
- ① P.O.B. POINT OF BEGINNING OF DESCRIPTION
- SURVEY MONUMENT

LOT 43

LOT 51

TRACT NO 1  
LA SELVA BEACH

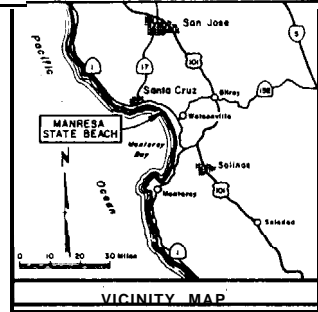
MAP BOOK 26 PAGE 2

BOOK 33 OF MAPS PAGE 81

MATCH LINE - SEE SHEET 3

MONTEREY BAY

SCALE IN FEET



NOTES

- NOTE 1. SEE P.B.R. FILE 419.4 FOR PERMITS AND OTHER DOCUMENTS.
- NOTE 2. SEE P.B.R. FILES 419.5 AND 419.6 FOR SPECIFIC INFORMATION AS TO TITLE AND ENCUMBRANCES.
- NOTE 3. SEE P.B.R. FILE 429.6 FOR USE AGREEMENTS, ETC.
- NOTE 4. FOR BENEFIT OF STATE PARKS USE AND OPERATIONS ONLY.

RESOURCES AGENCY OF CALIFORNIA  
DEPARTMENT OF PARKS AND RECREATION  
APPROVED: *R. S. Livingston* DATE: 7-82  
REAL PROPERTY MANAGEMENT

MANRESA STATE BEACH  
LAND OWNERSHIP RECORD

DRAWING NO  
17628

SHEET NO  
1  
OF  
3

EXHIBIT A

0000314



ANDERSON PACIFIC  
Engineering Construction, Inc

August 6, 1998

County of Santa Cruz - Dept. of Public Works  
710 Ocean St  
Santa Cruz, Ca

Attn: Mr. Phil Sousa

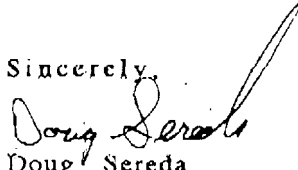
Re: San Andreas Storm Drain Replacement at Manressa Beach

Dear Phil,

Per your request this is a quote two extra work items on the referenced job as follows:

- 1, Extend 48" RCP culvert an additional 20 lineal feet. This item includes the import and compaction of approximately 200 cubic yards of fill to bring up the grade where the original culvert had been washed out. The State Parks people have expressed concern about potential damage to the concrete access ramp. I told them we will shuttle the dirt down in a bobtail dump to ease slab stresses while hauling in the dirt but I exclude the cost of repairing any damage to the existing slabs that may occur. Our price for this work is \$20,400.00.
2. Demo and replace the two damaged concrete sections at the bottom of the access ramp. We will demo the concrete and fill and compact subgrade as needed prior to pouring the new concrete. We exclude any requirements the State Parks may require beyond replacing the slabs in kind. Our price for this work is \$9,850.00

Please let me know if you need any further info regarding these extras

Sincerely,  
  
Doug Sereda  
Project Manager