



County of Santa Cruz

PARKS, OPEN SPACE & CULTURAL SERVICES

979 17th AVENUE, SANTA CRUZ, CA 95062

(831) 454-7900 FAX: (831) 454-7940 TDD: (831) 454-7978

BARRY C. SAMUEL, DIRECTOR

August 3, 1999

AGENDA:

AUGUST 24, 1999

BOARD OF SUPERVISORS

County of Santa Cruz
701 Ocean Street
Santa Cruz, CA 95060

SUBJECT: POLO GROUNDS PARK BANK REPAIR

Dear Members of the Board:

During the El Niño storms of the 97/98 winter season, a portion of the Valencia Creek embankment which borders the Polo Grounds County Park fell into the creek below. The location of the slippage was only 15 feet away from the newly developed soccer field. Parks Department staff immediately fenced off the area and later installed plastic sheets and sand bags in an attempt to keep the area from further water saturation. On March 16, 1998, the site was inspected by the County Geologist, OES and FEMA. Unfortunately, FEMA ruled out any financial assistance to repair the embankment due to the fact that no damage had occurred to an improved area or structure. On April 29, 1998, DSR #74019 was prepared which identified the damage but did not authorize funding to repair the embankment.

On June 1, 1998, the Parks Department wrote a letter of exception to the DSR recommendation, stating that there was an eminent threat to the soccer facility. During that time period, the Parks Department consulted with Earth Systems Consultants (Geotechnical Engineers) and Bowman and Williams (Civil Engineer), and they both believed the embankment could be rebuilt to its original configuration through the construction of a Hilfiker type retaining wall system, or with stone rip-rap.

Since the time of the original slope failure, the embankment of Valencia Creek has continued to slip away and is now only 7 feet from the edge of the soccer field. The rate of erosion of the embankment will soon damage that portion of the soccer field. By allowing the problem to persist without any form of stabilization of the embankment, regulation soccer will no longer be able to be played on that field.

The Mission of the Santa Cruz County Department of Parks, Open Space and Cultural Services is to provide safe, well designed and maintained parks and a wide variety of recreational and cultural opportunities for our diverse community

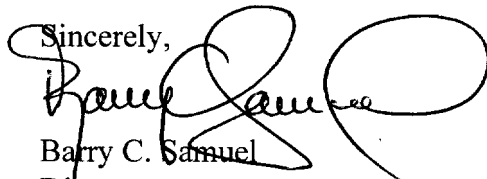
In addition, due to the close proximity and vertical drop at the failing embankment, the concern for public safety will continue to be an issue until the embankment is restored to its original condition and slope.

To rectify the above situation, Parks Department Staff have negotiated a design agreement with Bowman and Williams to prepare plans and technical specifications for bidding out the repair of the Valencia Creek embankment. Bowman and Williams was originally retained to prepare the grading and drainage plans for the sports fields, and is most familiar with the problem at hand. Per exhibit B of the attached agreement, the anticipated cost for the engineering design, construction staking, and construction observation services is \$8,820. The actual cost of constructing the repair work will not be known until the design work is complete, at which time the Engineer will provide the County with a cost estimate. Funding for the design portion of the project is available in the Aptos Park Dedication account 192 140/66 10.

The time line of this project is critical in order to rectify the problem before actual damage occurs to the soccer field. In order to keep the design phase of the project moving without unforeseen delays, Parks Department Staff feel it would be prudent to encumber an additional \$2,000.00 in design contingency funding to cover Design Change Orders resulting from agency review comments or any other unforeseen circumstances. Additional funding is available in the Aptos Park Dedication account 192140/6610 to cover the \$2,000.00 in Design Contingency funding.

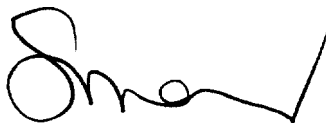
It is therefore RECOMMENDED that your Board approve the attached agreement in the amount of \$10,820, (which includes a \$2,000 contingency) with Bowman and Williams to prepare construction documents, construction staking, and construction observation services for repair of the Valencia Creek embankment at Polo Grounds County Park, and authorize the Director of County Parks to sign the agreement on behalf of the County, and to sign Design Change Orders in an amount not-to-exceed \$2,000.00.

Sincerely,



Barry C. Samuel
Director

RECOMMENDED:



SUSAN A. MAURIELLO
County Administrative Officer

cc: Auditor-Controller, Office of the County Counsel, CAO, Bowman and Williams, POSCS

COUNTY OF SANTA CRUZ
REQUEST FOR APPROVAL OF AGREEMENT

0253

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

FROM: Parks, Open Space & Cultural Services (Dept.)
[Signature] (Signature) 8/6/99 (Date)

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

- Said agreement is between the Santa Cruz County (Agency) and Bowman and Williams, P O Box 1621, Santa Cruz, CA 95061-1621 (Name & Address)
- The agreement will provide design services for repair of the Valencia Creek Embankment at Polo Grounds County Park.
- The agreement is needed, because Park staff can not provide the design services required for this project.
- Period of the agreement is from August 17, 1999 to June 30, 2000
- Anticipated cost is \$ 10,820 (~~Fixed amount~~ ~~Monthly~~ ~~Rate~~ Not to exceed)
- Remarks: Anticipated cost includes \$2,000.00 contingency fund.
- Appropriations are budgeted in 192140 (Fd 21-125-140) (Index#) (6610 s u b j e c t)

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

Appropriations are available and have been encumbered. Contract No. c o 9 Date 8/12/99
are not will be

GARY A. KNUTSON, Auditor - Controller
By [Signature] Deputy.

Proposal reviewed and approved. It is recommended that the Board of Supervisors approve the agreement and authorize the _____ to execute the same on behalf of the _____

(Agency).

Remarks: jm (Analyst) BY [Signature] County Administrative Officer Date 8/12/99

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.

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 _____ 19____ By _____ Deputy Clerk

INDEPENDENT CONTRACTOR AGREEMENT

THIS CONTRACT is entered into this ___ day of _____, 19____, **by and between** the COUNTY OF SANTA CRUZ, hereinafter called COUNTY, and Bowman and Williams, hereinafter called CONSULTANT. The parties agree as follows:

1. **CONSULTANT** agrees to exercise special skill to accomplish the following: Per Exhibit B, prepare plans and technical specifications to reconstruct the failed embankment using a Hilfiker type retaining structure or by filling the slide cavity with rip-rap, as outlined in the April 20, **1998** report from Earth Systems Consultants. In addition, CONSULTANT agrees to design a drain at the top of the reconstructed embankment to intercept water and convey it to the base of the embankment, discharging it on a rock blanket energy dissipater, Prepare itemized construction cost estimate, and provide construction staking and construction observation services of said work located at Polo Grounds County Park, 2255 Huntington Dr. Aptos, California.

2. **COMPENSATION.** In consideration for CONSULTANT accomplishing said result, COUNTY agrees to pay CONSULTANT as follows: An amount not-to-exceed \$6,480 for the design phase, an amount not-to-exceed **\$2,080** for construction staking and construction observation services, as outlined in Exhibit B, and an amount not-to-exceed **\$2,000** for design related Change Orders, if required. All request for payment shall be submitted to the County of Santa Cruz Department of Parks, Open Space, and Cultural Service, 979 Seventeenth Avenue, Santa Cruz, California 95062, and must **bc** accompanied by a detailed invoice in conjunction with the Department's Application for Payment Form. Such requests for payments may be submitted on a minimum interval of thirty (30) calendar days for work completed.

3. **TERM** of this contract shall be until June 30, 2000. However, the CONSULTANT agrees to provide the COUNTY with submittal of construction drawings for permit **purposes** and cost estimate within forty-five (45) calendar days from the execution date of this Agreement. Furthermore, upon review and comment of the drawings by the applicable agencies, CONSULTANT agrees to prepare final construction drawings including technical specifications and a revised cost estimate, and submit a full bid package to the County within thirty (30) calendar days.

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

4. **EARLY TERMINATION.** Either party hereto may terminate this contract at anytime by giving 30 days written notice to the other party.

5. **USE OF DOCUMENTS.** Plans and documents prepared under this Agreement and provided to the 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 the COUNTY.

6. **CONSULTANT'S COST ESTIMATE.** The CONSULTANT shall provide COUNTY a construction cost estimate which reflects the most current industry costs at the time the design is complete and accepted by the COUNTY and/or if applicable, at the time the project is bid out by the COUNTY, provided that the CONSULTANT is still under contract with the COUNTY at the time of bidding.

7. **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. The additional services, if required, shall be authorized through the issuance of a Design Change Order.

8. **INDEMNIFICATION FOR DAMAGES, TAXES AND CONTRIBUTIONS.** CONSULTANT shall exonerate, indemnify, defend, and hold harmless COUNTY (which for the purpose of paragraphs 8 and 9 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, excepting any liability arising out of the sole negligence of the COUNTY. Such indemnification includes any damage to the person(s), or property(ies) of 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).

9. **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 _____ / _____.

A. Types of Insurance and Minimum Limits

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

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

(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 \$10,000⁰²⁵⁶ combined single limit, if, and only if, this Subparagraph is initialed by CONSULTANT and COUNTY .

B. Other Insurance Provisions

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

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

"The County of Santa Cruz, its officials, employees, agents and volunteers are added as an additional insurance 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:

Department of Parks, Open Space and Cultural Services
Attn: Bob Olson
979 Seventeenth Avenue
Santa Cruz, CA 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:

Department of Parks, Open Space and Cultural Services
Attn: Bob Olson
979 Seventeenth Avenue
Santa Cruz, CA 95062

10. **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, creed, religion, national origin, ancestry, disability, medical condition (cancer related and genetic characteristics), marital status, sex, sexual orientation, age (over 18), veteran status, gender, pregnancy, 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.

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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, creed, religion, national origin, ancestry, disability, medical condition (cancer related and genetic characteristics), marital status, sex, sexual orientation, age (over 18), veteran status, gender, pregnancy, or any other non-merit factor unrelated to job duties. In addition, the CONSULTANT Shall make a good faith effort to consider Minority/Women/Disabled Owned Business Enterprises in CONSULTANT'S solicitation of goods and services. Definitions for Minority/Women/Disabled Business Enterprises are available from the COUNTY General Services Purchasing Division.

(2) The CONSULTANT shall furnish COUNTY Equal Employment Opportunity Office information and reports in the prescribed reporting format (PER 40 12) 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 10B. 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.

11. **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 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.

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 judgement that the CONSULTANT engaged under this Agreement is in fact an independent contractor.

12. **NON-ASSIGNMENT.** CONSULTANT shall not assign this Agreement without the prior written consent of the COUNTY.

13. **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 the 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.

14. **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.

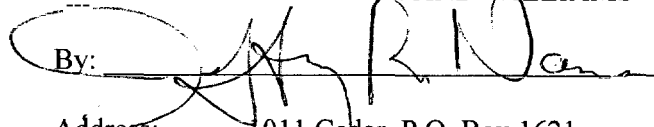
15. **ATTACHMENTS.** This Agreement includes the following attachments:
Exhibit A - Non-discrimination clause
Exhibit B - Proposal form from Bowman and Williams

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

COUNTY OF SANTA CRUZ

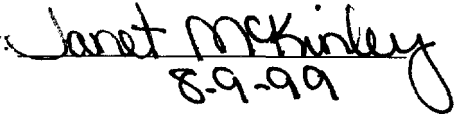
CONSULTANT: BOWMAN AND WILLIAMS

By: _____

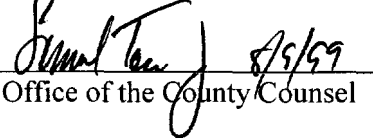
By: 

APPROVED AS TO INSURANCE:

Address: 1011 Cedar, P.O. Box 1621
City/State: Santa Cruz, California 95061-1621
Telephone: (831) 426-3560
Fax: (831) 426-9182

By: 
8-9-99

APPROVED AS TO FORM:

By: 
Office of the County Counsel

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

(POLO SLIDE AGREEMENT)

Exhibit A

“The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, national origin, ancestry, physical or mental disability, medical condition (cancer related), marital status, sexual orientation, age (over 18), veteran status, gender, pregnancy, 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 Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notice setting forth the provision of this non-discrimination clause.”

Exhibit B

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BOWMAN & WILLIAMS **CONSULTING CIVIL ENGINEERS**

A CALIFORNIA CORPORATION

1011 CEDAR • P.O. BOX 1621 • SANTA CRUZ, CA 95061-1621

(831) 426-3560 • Fax (631) 425-9162

www.bowmanandwilliams.com

19 July, 1999

Mr. Boh Olson
County of Santa Cruz Parks Open Space and Cultural Services
979 Seventeenth Ave.
Santa Cruz, CA 95062

Re: **Proposal for Valencia** Creek Landslide Repair, Polo Grounds Sports Fields
Our **File** No. 21608

Dear Bob,

Bowman & Williams is pleased to provide you with this estimate for providing professional engineering services for a repair plan for a recent embankment failure located at the northeast side of the northernmost soccer field in the polo grounds.

This proposal is based on a recent site visits on March 11 and April 1 during which Dave Mitchell, Carl Greenley from Earth Systems and Jeff Naess from our office were present. Based on those site visits and recommendations outlined in a report letter dated April 20, 1998 from Earth Systems Consultants, we propose to reconstruct the failed embankment using either a Hilfiker type retaining structure or by filling the slide cavity with rip rap. In addition, we propose to construct a drain at the top of the reconstructed embankment to intercept water and convey it to the base of the embankment discharging it on a rock blanket energy dissipator.

Our understanding of the scope of work is as follows:

Design Phase

1. Provide a topographic bare sheet for design of the embankment reconstruction.
Estimated Fee \$2,140
2. Prepare a embankment reconstruction plan utilizing Hilfiker wire baskets or by filling the slide cavity with rip rap.
Estimated Fee \$2,200
3. Prepare a cost estimate and specification package for the work.
Estimated Fee \$1,920
4. Coordinate the Fish and Game Streambed Alteration (1601) Permit. We are including time for one site visit and some telephone conversations etc..

Estimated Design Phase Fee \$6,480

Construction Observation Phase

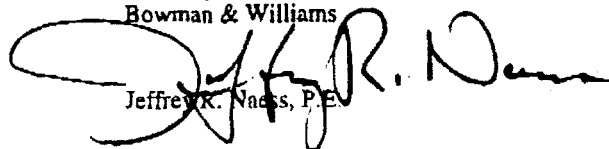
1. Provide construction staking services and some limited construction observation.
Estimated Construction Observation Fee 52,080

Total Estimated Fee \$8,820

We will submit our plans to Earth Systems Consultants for a review prior to finalizing the design

This proposal is based upon similar past projects. If due to unanticipated conditions or changes in the scope of work we anticipate exceeding this estimate, you will be notified prior to our proceeding. I hope this proposal meets your needs, please don't hesitate to call should you have any questions.

Sincerely,
Bowman & Williams



Jeffrey R. Nass, P.E.

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PROJECT ESTIMATING SHEET

BOWMAN & WILLIAM.S CIVIC ENGINEERS
 1011 CEDAR STREET SANTA CRUZ CA 95061

COUNTY OF SANTA CRUZ, PARKS OPEN SPACK AND CULTURAL SERVICES
 EMBANKMENT SLIP OUT REPAIR
 BOWMAN & WILLIAMS JOB NO. 21214-1
 July 14, 1999
 PREPARED BY JRM

PHASE/TASK	PERSONNEL	PRINCIPAL	ASSOCIATE	ASSISTANT	JUNIOR	TECHNICAL	LICENSED	2 MAN	CLERICAL	TOTAL
	HRLY RATE	ENGINEER	ENGINEER	ENGINEER	ENGINEER	DRAFTSMAN	SURVEYOR	CREW		
		120.00	105.00	90.00	70.00	65.00	110.00	140.00	50.00	
DESIGN PHASE										
1. TOPOGRAPHIC SURVEY	HOURS	2.00	0.00	0.00	0.00	12.00	0.00	8.00	0.00	22.00
PREPARE BASE SHEET	COST	240.00	0.00	0.00	0.00	780.00	0.00	1120.00	0.00	2140.00
2. PLAN PREPARATION	HOURS	2.00	0.00	16.00	0.00	8.00	0.00	0.00	0.00	26.00
AND DRAINAGE CALCS	COST	240.00	0.00	1440.00	0.00	520.00	0.00	0.00	0.00	2200.00
3. SPECIFICATIONS AND	HOURS	16.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	16.00
COST ESTIMATE	COST	1920.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1920.00
4. FISH AND GAME	HOURS	4.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
1601 PERMIT	COST	460.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	460.00
CONSTRUCTION OBSERVATION PHASE										
1. STAKING & CONSTRUCTION	HOURS	8.00	0.00	0.00	0.00	0.00	0.00	6.00	0.00	0.00
SUPPORT	COST	960.00	0.00	0.00	0.00	0.00	0.00	1120.00	0.00	2080.00
TOTAL HOURS		32.00	0.00	16.00	0.00	20.00	0.00	16.00	0.00	64.00
MANPOWER COST		3840.00	0.00	1440.00	0.00	1300.00	0.00	2240.00	0.00	8820.00



BOWMAN & WILLIAMS
CONSULTING CIVIL ENGINEERS

A CALIFORNIA CORPORATION

1011 CEDAR • P.O. BOX 1821 • SANTA CRUZ, CA 95061-1821
 (408) 428-3580 • FAX (408) 428-9182

0263

HOURLY CHARGE RATES

Effective July 27, 1998 – July 26, 1999*

OFFICE AND PROFESSIONAL

Court Appearances and Preparation Therefor (Registered Engineer or Licensed Land Surveyor)	3175.00
Principal Engineer	120.00
Associate Engineer	105.00
Assistant Engineer	90.00
Junior Engineer	70.00
Licensed Surveyor	110.00
Technical Draftsman	65.00
Draftsman	55.00
Clerical	50.00

FIELD SURVEY CREW- Construction Surveys, 2 hour minimum

One-Mm Robotic Instrument	\$140.00
Two-Men Survey Crew	\$140.00
One-Man GPS	\$250.00
Two-Man (Prevailing wage rates)	\$160.00
Three-Man	\$160.00
Certified Haz Mat	\$240.00

EXPENSES

Consultant Charges x 1.15	
Reproduction, Fees and Miscellaneous Expenses x 1.25	
Survey Equipment, Vehicle, Stakes and Mileage (within 25 mi.) are included in Hourly Rates	
E-Mail Electronic Data Transfer	\$ 100.00
Electronic and Media Disk Mailer	3100.00

COUNTER CHARGES:

Record Maps and Deed Research	\$5.00 each document
Research Assessors Parcel Number	\$5.00 each
Assessors Map Pages	\$2.00 each

* After July 26, 1999 rates shown will increase by consumer price index for the prior 12 months unless adjusted otherwise.

ACORD CERTIFICATE OF LIABILITY INSURANCE

OP ID NB
BOWMWIL

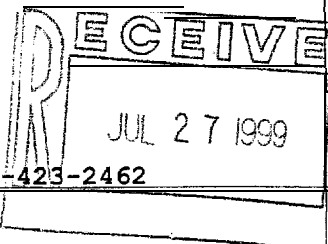
DATE (MM/DD/YY)
07/26/99

PRODUCER
BATTISTINI & CANFIELD, LLC
INSURANCE SINCE 1906
901 CENTER STREET
SANTA CRUZ CA 95060

Albert W. Rice
Phone No. 831-423-1822 Fax No. 831-423-2462

INSURED

BOWMAN & WILLIAMS INC
PO BOX 1621
SANTA CRUZ CA 95061



THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND, OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

COMPANIES AFFORDING COVERAGE	
COMPANY A	FIREMANSFUND
COMPANY B	AMERICAN STATES INSURANCE CC.
COMPANY C	ZURICH INSURANCE - ASSA
COMPANY D	TUDOR INSURANCE COMPANY

COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS

30 .TR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	<input checked="" type="checkbox"/> GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMSMADE <input type="checkbox"/> OCCUR <input type="checkbox"/> OWNER'S & CONTRACTOR'S PROT	AZC80500754	08/01/99	08/01/00	GENERAL AGGREGATE \$ 2,000,000
					PRODUCTS - COMP/OP AGG \$ 2,000,000
					PERSONAL & ADV INJURY \$ 1,000,000
					EACH OCCURRENCE \$ 1,000,000
					FIRE DAMAGE (Any one fire) \$ 100,000
					\$ 10,000 ^{per person} \$10,000
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	01CD47447860-7	08/01/99	08/01/00	\$ 1000000 BLE LIMIT
					\$
					BODILY INJURY (Per accident) \$
					PROPERTY DAMAGE \$
					AUTO ONLY - EA ACCIDENT \$
	GARAGE LIABILITY ANY AUTO				OTHERMANAUTOONLY
					EACH ACCIDENT \$
					AGGREGATE \$
A	EXCESS LIABILITY <input checked="" type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM	XEK9615-9868	08/01/99	08/01/00	EACH OCCURRENCE \$ 1,000,000
					AGGREGATE \$ 1,000,000
					\$
C	WORKERS COMPENSATION AND EMPLOYERS LIABILITY THE PROPRIETOR/PARTNERS/EXECUTIVE OFFICERS ARE: <input type="checkbox"/> INCL <input type="checkbox"/> EXCL	2043465-02	09/01/99	09/01/00	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
					EL EACH ACCIDENT \$ 1,000,000
					EL DISEASE - POLICY LIMIT \$ 1,000,000
D	OTHER PROFESSIONAL E & O	AEL0005143	07/01/99	07/01/00	E&O LIAB \$1,000,000
					W/DED \$10,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS
 CERTIFICATE HOLDER IS NAMED AS ADDITIONAL INSURED AS RESPECTS OPERATIONS OF THE INSURED PER FORM CC20261185 ATTACHED.

<p>CERTIFICATE HOLDER</p> <p style="text-align: center;">CITPOS1</p> <p>COUNTY OF SANTA CRUZ P.O.S.C.S. 979 - 17TH AVENUE SANTA CRUZ CA 95062</p> <p style="font-size: 2em; font-weight: bold;">41</p> <p>ACORD 25-S (1/95)</p>	<p>CANCELLATION</p> <p>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT.</p> <p>THIS NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY</p> <p>ON THE COMPANY OR ITS AGENTS</p> <p>AUTHORIZED REPRESENTATIVE Albert W. Rice</p>
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POLICY NUMBER: VRS

COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY. 0265

ADDITIONAL INSURED—DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

SCHEDULE

Name of Person or Organization:

COUNTY OF SANTA CRUZ
P.O.S.C.S.

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

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule as an insured but only with respect to liability arising out of your operations or premises owned by or rented to you.