

# County of Santa Cruz

0343

## DEPARTMENT OF PUBLIC WORKS

701 OCEAN STREET, ROOM 410, SANTA CRUZ, CA 95060-4070  
(631) 454-2160 FAX (831) 464-2385 TDD (831) 464-2123

JOHN A. FANTHAM  
DIRECTOR OF PUBLIC WORKS

AGENDA: JUNE 20, 2000

June 12, 2000

SANTA CRUZ COUNTY BOARD OF SUPERVISORS

701 Ocean Street  
Santa Cruz, California 95060

SUBJECT: PROFESSIONAL SERVICES AGREEMENT WITH SANDERS & ASSOCIATES  
FOR EAST CLIFF DRIVE BLUFF RESTORATION PROJECT

Members of the Board:

Redevelopment and Public Works staff are currently working to evaluate design options for a proposed beach access and coastal bluff protection project along East Cliff Drive between Thirty-third Avenue and Thirty-sixth Avenue in Live Oak. The goal of this project is to maintain existing one-way vehicle circulation on East Cliff Drive and expand pedestrian and bicycle access along this important public stretch of coastline. Several alternatives have been considered which are consistent with this goal, and the most feasible one appears to be a shotcrete armoring of the bluff which would be colored and textured to match the existing cliffs.

A community meeting was held on April 13, 2000, to introduce the design concept and to hear residents' concerns about the project's possible impacts on the area. The Redevelopment Department has contracted with a consultant to address the environmental issues related to the proposal, both in a written report and a presentation at a community meeting scheduled to be held in August.

In order to develop more complete conceptual plans for use at that community meeting, staff is proposing to hire a consulting engineering firm to prepare detailed aerial topographical maps of the project area and three-dimensional simulations of the proposed bluff protection, including stairways and other features. These drawings would be used in the community review and preliminary design process, and would form the basis for the eventual construction drawings if the project proceeds beyond the conceptual stage.

Staff has received a proposal from Sanders & Associates Geotechnical Engineering (SAGE) to perform these services within a time frame which would allow the community process to proceed as scheduled. SAGE is familiar with the site and the proposed project, and has done other work related to this project for the Redevelopment Department. The contract provides the required services for an amount not-to-exceed \$89,000.

Funds for this contract are available in the proposed 2000-01 Redevelopment Agency budget, contingent upon the Board's approval of the budget, and the contract is written to be effective July 1, 2000.

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

1. Approve the contract with Sanders & Associates Geosturctural Engineering for professional services related to the proposed East Cliff Drive Beach Access and Coastal Bluff Protection Project in the amount of \$89,000.
2. Authorize the Director of Public Works to sign the contract on behalf of the county.

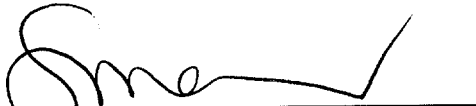
Yours truly,

  
 JOHN A. FANTHAM  
 Director of Public Works *By TJB*

CDR:cdr

Attachments

RECOMMENDED FOR APPROVAL:

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

copy to:     Redevelopment Department  
               Public Works Department  
               Sanders & Associates

COUNTY OF SANTA CRUZ  
REQUEST FOR APPROVAL OF AGREEMENT

0345

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

FROM:

PUBLIC WORKS (Dept.)

*[Handwritten Signature]*  
(Signature)

(Signature)

6-12-00 (Date)

(Dept.)

(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 COUNTY OF SANTA CRUZ (Agency)  
SANDERS & ASSOCIATES GEOSTRUCTURAL ENGINEERING  
and 7649 Sunrise Boulevard, Suite G, Citrus Heights, CA 95610 (Name & Address)
- The agreement will provide for engineering services related to proposed improvements  
along East Cliff Drive between 33rd and 36th Avenues.
- The agreement is needed because the work can be handled most expeditiously-by contract.
- Period of the agreement is from July 1, 2000 to June 30, 2001
- Anticipated cost is \$ 89,000.00 (~~Fixed amount;~~ Monthly rate; Not to exceed)
- Remarks: Contract \$89,000.00; 7% Overhead \$6,230.00; Total \$95,230.00
- Appropriations are budgeted in 6 1 1 1 4 3 ! 6 6 0 3 4 ! 3 6 6 5 ! (Index#) 9842 (Subobject)

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

Appropriations are available and have been encumbered? Contract No. CO 02170 Date 6/13/00  
are not will be

GARY A. KNUTSON, Auditor - Controller

By Ronald A. Silva Deputy.

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).

County Administrative Officer

Remark: \_\_\_\_\_ (Analyst)

B Date 6/13/00

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

CDR:lbs

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 entered  
in the minutes of said Board on \_\_\_\_\_ County Administrative Officer  
\_\_\_\_\_ 19 \_\_\_\_\_ By \_\_\_\_\_ Deputy Clerk

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INDEPENDENT CONTRACTOR AGREEMENT

THIS CONTRACT is entered into this 20th day of June, 2000 by and between the COUNTY OF SANTA CRUZ, hereinafter called COUNTY, and SANDERS & ASSOCIATES GEOSTRUCTURAL ENGINEERING, hereinafter called CONTRACTOR. The parties agree as follows:

1. DUTIES. CONTRACTOR agrees to exercise special skill to accomplish the following result: Provide engineering design services related to proposed improvements along East Cliff Drive between 33rd and 36th Avenues, as described in the attached proposal.

2. COMPENSATION. In consideration for CONTRACTOR accomplishing said result, COUNTY agrees to pay CONTRACTOR as follows: In accordance with the attached rate schedule, up to a not-to-exceed amount of \$89,000.

3. TERM. The term of this contract shall be completion of work.

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

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

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

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

6. INSURANCE. CONTRACTOR, at its sole cost and expense, for the full term of this Agreement (and any extensions thereof), shall obtain and maintain at a minimum compliance with all of the following insurance coverage(s) and requirements. Such insurance coverage shall be primary coverage as respects COUNTY and any insurance or self-insurance maintained by County shall be excess of CONTRACTOR'S insurance coverage and shall not contribute to it.

If CONTRACTOR utilizes one or more subcontractors in the performance of this Agreement, CONTRACTOR shall obtain and maintain Independent Contractor's Insurance as to each subcontractor or otherwise provide evidence of insurance coverage for each subcontractor

equivalent to that required of CONTRACTOR in this Agreement, unless CONTRACTOR and COUNTY both initial here \_\_\_\_/\_\_\_\_.

A. Types of Insurance and Minimum Limits

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

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

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

(4) Professional Liability Insurance in the minimum amount of \$1,000,000.00 combined single limit, if, and only if, this Subparagraph is initialed by CONTRACTOR and COUNTY \_\_\_\_/\_\_\_\_.

B. Other Insurance Provisions

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

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

“The County of Santa Cruz, its officials, employees, agents and volunteers are added as an additional insured as respects the operations and activities of, or on behalf of, the named insured performed under Agreement with the County of Santa Cruz.”

(3) All required insurance policies shall be endorsed to contain the following clause:

“This insurance shall not be canceled until after thirty (30) days prior written notice has been given to: CARL ROM

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COUNTY OF SANTA CRUZ  
PUBLIC WORKS DEPARTMENT  
70 1 OCEAN STREET, ROOM 4 10  
SANTA CRUZ, CA 95060

(4) CONTRACTOR agrees to provide its insurance broker(s) with a full copy of these insurance provisions and provide COUNTY on or before the effective date of this Agreement with Certificates of Insurance for all required coverages. All Certificates of Insurance shall be delivered or sent to:

CARL ROM  
COUNTY OF SANTA CRUZ  
PUBLIC WORKS DEPARTMENT  
701 OCEAN STREET, ROOM 410  
SANTA CRUZ, CA 95060

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

A. The CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, color, religion, national origin, ancestry, physical or mental disability, medical condition (cancer related), marital status, pregnancy, sex, sexual orientation, age (over **18**), veteran status or any other non-merit factor unrelated to job duties. Such action shall include, but not be limited to the following: recruitment; advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training (including apprenticeship), employment, upgrading, demotion, transfer. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notice setting forth the provisions of this non-discrimination clause.

B. If this Agreement provides compensation in excess of \$50,000 to CONTRACTOR and if CONTRACTOR employs **fifteen** (15) or more employees, the following requirements shall apply:

(1) The CONTRACTOR shall, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, ancestry, physical or mental disability, medical condition (cancer related), marital status, pregnancy, sex, sexual orientation, age (over **18**), veteran status, or any other non-merit factor unrelated to job duties. In addition, the CONTRACTOR shall make a good faith effort to consider Minority/Women/Disabled Owned Business Enterprises in CONTRACTOR's solicitation of goods and services. Definitions for Minority/Women/Disabled Business Enterprises are available from the COUNTY General Services Purchasing Division.

(2) The CONTRACTOR shall **furnish** COUNTY 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 CONTRACTORS non-compliance with the non-discrimination clauses of this Agreement or with any of the said rules, regulations, or orders said CONTRACTOR may be declared ineligible for further agreements with the COUNTY.

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

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

PRINCIPAL TEST: The CONTRACTOR rather than COUNTY has the right to control the manner and means of accomplishing the result contracted for.

SECONDARY FACTORS: control which, by agreement, COUNTY may exercise over the details of the work is slight rather than substantial; (b) CONTRACTOR is engaged in a distinct occupation or business; (c) In the locality, the work to be done by CONTRACTOR is usually done by a specialist without supervision, rather than under the direction of an employer; (d) the skill required in the particular occupation is substantial rather than slight; (e) The CONTRACTOR rather than the COUNTY supplies the instrumentalities, tools and work place; (f) The length of time for which CONTRACTOR is engaged is of limited duration rather than indefinite; (g) The method of payment of CONTRACTOR is by the job rather than by the time; (h) The work is part of a special or permissive activity, program, or project, rather than part of the regular business of COUNTY; (i) CONTRACTOR and COUNTY believe they are creating an independent contractor relationship rather than an employer-employee relationship; and (j) The COUNTY conducts public business.

It is recognized that it is not necessary that all secondary factors support creation of an independent contractor relationship, but rather that overall there are significant secondary factors which indicate that CONTRACTOR is an independent contractor.

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

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

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

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

12. RETENTION AND AUDIT OF RECORDS. CONTRACTOR shall retain records pertinent to this Agreement for a period of not less than five (5) years after final payment under this Agreement or until a final audit report is accepted by COUNTY, whichever occurs first. CONTRACTOR hereby agrees to be subject to the examination and audit by the Santa Cruz County Auditor-Controller, the Auditor General of the State of California, or the designee of either for a period of five (5) years after final payment under this Agreement.

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:  
Proposal dated June 12, 2000.

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

COUNTY OF SANTA CRUZ

CONTRACTOR  
SANDERS & ASSOCIATES  
GEOSTRUCTURAL ENGINEERING

By: \_\_\_\_\_  
Director of Public Works

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

Address: 7649 Sunrise Blvd., Ste. G  
Citrus Heights, CA 956 10

Telephone: (9 16) 729-8050

APPROVED AS TO FORM:

FAX: \_\_\_\_\_

E-MAIL \_\_\_\_\_

By: \_\_\_\_\_  
Chief Assistant County Counsel

DISTRIBUTION: Auditor-Controller  
Contractor  
Public Works

CDR:bbs

BLUFFB



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**SANDERS & ASSOCIATES GEOSTRUCTURAL ENGINEERING**  
 7649 Sunrise Blvd., Suite G . Citrus Heights, CA 95610 . (916) 729-8050 • Fax: (916) 729-7706  
 E-mail: sanders@ips.net

June 12, 2000  
 Proposal No. SE99-033.2

Mr. Carl Rom  
 County of Santa Cruz  
 Department of Public Works  
 701 Ocean Street, Room 410  
 Santa Cruz, CA 95060

Re: Proposal for **Aerial** Mapping and Conceptual Soil Nail Wall Design  
 East Cliff Drive Shoreline Protection Project  
 Santa Cruz, California

Dear Carl;

### Introduction

As you requested we **have** prepared this proposal to provide conceptual soil nail design and engineering to further determine how protection of the East Cliff Drive coastal bluffs **might** be accomplished. We previously prepared a soil nailing feasibility study for the project dated March 8, 2000 that evaluated the suitability of soil nailing for bluff protection and provided general recommendations for engineering design. The scope of the feasibility study did not include **detailed** information on **the** application of soil nailing to specific locations on the project. **It** is our understanding that **after** review of the **feasibility study**, the County feels that soil nailing could potentially be a viable means of protecting the East Cliff Drive shoreline bluffs with significant advantages over other stabilization methods.

### Scope of Work

Based on our discussions with you, we understand that you have several objectives in mind at this time with regard to engineering for the East Cliff Drive bluff protection project. The objectives, generally, are described below along with our proposed tasks to accomplish each objective:

**Objective 1** : Present graphically the location and layout of the proposed construction on the bluffs. The plan and elevation would be used for presentations and for **final** design.

**Task 1**: Perform aerial photography at 1:100 (metric) scale both in plan and low **angle** elevation. This **would** create photos of the shoreline *on* plan sheets and would provide adequate detail to identify the predominant features of the shoreline such as the outline of the Purisima formation fingers. The photos would be used to create 1/4 meter contour lines that could be plotted in **3D**. The photos and the contours could then be shown together on a plan with the **contours** predominant. Proposed construction can then be overlain and shown where it is

County of Santa Cruz  
 Carl Rom  
 06112100  
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to be performed. The work would also require extensive pre-flight and follow-up survey control on the ground to confirm accuracy. This work would be subcontracted to a licensed surveyor.

**Objective 2:** Determine best methods for repair of failing crib walls and local "slip-outs" along the top of the cliff,

**Task 2:** Evaluate retaining wall alternatives at each crib wall and slip-out location, and provide preliminary engineering including preliminary engineering analysis and cross sections of the proposed repair,

**Objective 3:** Determine if horizontal space can be gained at the top of the bluffs by building walls out and above the existing Terrace Deposit slopes at selected locations.

**Task 3:** Evaluate viable methods of retaining soil at these locations and provide preliminary engineering including preliminary engineering analysis and cross sections of the selected soil retention method.

**Objective 4:** Determine where and how the stairways for beach access will be built.

**Task 4:** Show in plan where the stairways are determined to be (likely one at each end of the project) and provide detailed sketches of what they could look like if constructed using soil nailing.

**Objective 5:** Develop the soil nail concept in greater detail with respect to the bluff protection system, and show its general application on the plans produced in Task 1.

**Task 5a:** Provide preliminary soil nail structural drawings that would generally show the structural details of the soil nail protection system, and prepare a set of plans incorporating together these structural drawings, the application of soil nailing, and data obtained from tasks 1-4 above,

**Task 5b:** Attend up to six meetings including two slide presentations to assist in further developing the project.

#### Schedule

We understand that Task 1 needs to be performed before the next public meeting in mid to late August. This may or may not be possible, as this work is highly dependent on weather, tides and the concurrent availability of the surveyor and aerial photographer when conditions are acceptable. The remainder of the work can be accomplished within 8 weeks thereafter.

#### Fee

We propose to provide the above scope of work on a time and expense basis in accordance with our Schedule of Charges. Based on the Fee breakdown below, we will not exceed the maximum estimated fee of \$89,000 without your prior authorization,

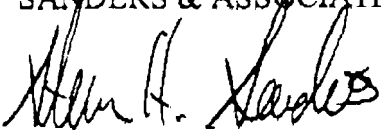
County of Santa Cruz  
: Carl Rorn  
: 06112100  
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Task 1	\$42,000
Task 2	4,000
Task 3	4,000
Task 4	4,000
Task 5a	20,000
Task 5b	15,000
Total	<u>\$89,000</u>

If this proposal is acceptable please forward to us a Santa Cruz County contract referencing this proposal, We appreciate the opportunity to provide consulting services for this project. If you have any questions, please call,

Sincerely yours,  
SANDERS & ASSOCIATES GEOSTRUCTURAL ENGINEERING



Steven H. Sanders P.E., G.E.  
President

SHS:gs

Attachment: Schedule of Charges

0354

**SANDERS & ASSOCIATES GEOSTRUCTURAL ENGINEERING, INC.**

**SCHEDULE OF CHARGES**  
**County of Santa Cruz - June 12, 2000**

The Schedule of Charges applies to all services provided by and/or through **SANDERS & ASSOCIATES GEOSTRUCTURAL ENGINEERING, INC. (SAGE)**. Charges for our services are divided into three categories: Personnel, Travel/Reimbursables and Outside Services. A new Schedule of Charges is issued at the beginning of each year. The Schedule of Charges may also be revised during the year, as conditions require. Changes will not be made within a calendar year on a project in progress without prior authorization from Client.

**PERSONNEL:**

Personnel charges are for technical work, including technical typing, editing, and graphics involved in the preparation of reports and correspondence and for the time associated with production of such documents. Direct charges are not made for secretarial service, office management, accounting, and maintenance as these items are included in overhead. Personnel category charge rates are as follows:

Personnel Category	Hourly Rate
Principal Engineer	\$ 135.00
Senior Engineer	115.00
Project Engineer	95.00
Staff Engineer	80.00
CADD	70.00
Support Services	55.00

The charge for expert witness services, depositions (4-hour minimum) and court (8-hour minimum) is \$250 per hour.

**TRAVEL / REIMBURSABLES:**

Time spent in travel in the interest of the Client will be charged at the above hourly rates plus **\$.45/mile**, except that no more than eight (8) hours of travel time will be charged in any day. When it is necessary for an employee to be away from the office overnight, all actual costs including out-of-pocket expenses will be charged. Reimbursable items (e.g., equipment rental, automobile rental, supplies etc.) will be charged at cost plus fifteen percent (15%).

**OUTSIDE SERVICES:**

Outside services will be charged at cost plus fifteen percent (15%). Common outside items to which this 1.15 multiplier applies include, but are not limited to drilling services, laboratory testing, printing and photographic work, special insurance and outside consultants.