



# County of Santa Cruz <sup>395</sup>

## PARKS, OPEN SPACE & CULTURAL SERVICES

979 17 th AVENUE, SANTA CRUZ, CA 95062

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

BARRY C. SAMUEL, DIRECTOR

June 5, 2001

AGENDA:

June 26, 2001

### BOARD OF SUPERVISORS

County of Santa Cruz

701 Ocean Street

Santa Cruz, CA 95060

SUBJECT: TWENTY-SIXTH AVENUE STAIRWAY DESIGN CONTRACT

Dear Members of the Board:

During the El Niño winter storms of 1997-98, the Twenty-Sixth Avenue Stairway was destroyed by the powerful ocean surf. The damage to the stairway was reported to the Federal Emergency Management Agency which resulted in an approved Disaster Survey Report #74010 in the amount of \$5 1,053 for the re-design and re-construction of the stairway,

The original stairway was designed by Ifland Engineers, Inc. in 1982. In December of 1998, the Parks Department contracted with Ifland Engineers, Inc. to revise the original plans to meet current code requirements. The Plans were later submitted to the Planning Department for a Coastal Development Permit in February 1999. The submittal of the Coastal Development Permit Application initiated the agency review comment period for the project. During the review period, the Coastal Commission made several comments which resulted in the need to alter the design of the project.

In October of 2000, the Parks Department amended the existing purchase order contract with Ifland Engineers, Inc. to revise the Twenty-Sixth Avenue Stairway plans to include the changes suggested by the Coastal Commission. The revised plans were then re-submitted to the Planning Department to obtain a Coastal Development Permit for the project.

During the second agency review of the plans, additional questions and concerns surfaced which will require further revisions to the plans. The new revisions will include a landscape erosion control plan for the bluff, street intersection directional **signage**, additional cross section drawings, temporary improvement measures to handle storm drainage during the construction period, equipment staging area, a permanent Survey Monument, revisions to the Geotechnical Report and design, addressing how the rip rap is tied into the existing rip rap on adjacent properties and the requirements for permanent monitoring and maintenance.

*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*

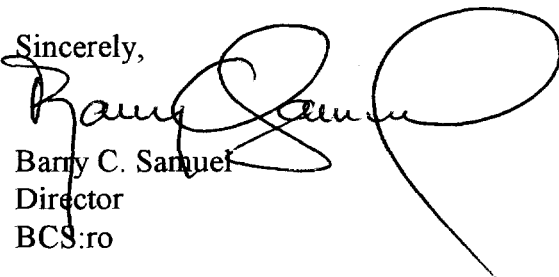
Upon receipt of the agency review comments, the Parks Department requested a cost proposal from Ifland Engineers, Inc. to provide a new set of plans which would incorporate the design changes and clarifications requested. The second set of agency review comments are much more extensive than the original set of comments. This will require expanding the parameters of the project plans to include the adjacent properties and the Twenty-Sixth Avenue/ East Cliff Drive intersection. The cost to prepare new plans which incorporate the design changes and clarification comes to \$11,900.00. This figure does not include construction inspection and geotechnical monitoring services.

Once the Parks Department obtains the County's Coastal Development Permit, application will be made to the Coastal Commission to amend Coastal Development Permit # CDP XS-82-36. Following the final approval by the Coastal Commission, the design contract with Ifland Engineers, Inc will be amended to include the engineering and geotechnical monitoring services required per the conditions of both Coastal Development Permits for construction of the project.

To move forward with the necessary design revisions to the Twenty-Sixth Avenue Stairway Plans, the County will need to enter into an agreement with Ifland Engineers, Inc. for a contracted amount of \$11,900.00. Coastal Conservancy Grant funding is available and budgeted for this project in account 494000/6610.

It is therefore RECOMMENDED that your Board approve a contract between the County and Ifland Engineers, Inc. in the amount of \$11,900.00 for the design revisions to the Twenty-Sixth Avenue Stairway plans and; authorize the Director of the Department of Parks, Open Space and Cultural Services to sign the contract on behalf of the County.

Sincerely,

  
Barry C. Samuel  
Director  
BCS:ro

RECOMMENDED:

  
\_\_\_\_\_  
SUSAN A. MAURIELLO  
County Administrative Officer

Attachments: Contract, ADM-29

cc: Auditor-Controller, Office of the County Counsel, CAO, Parks, Ifland Engineers, Inc.

(

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

COUNTY OF SANTA CRUZ  
REQUEST FOR APPROVAL OF AGREEMENT

397

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

FROM: Parks, Open Space & Cultural Services

(Dept.)

*[Signature]*

(Signature) 6/13/01 (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 Ifland Engineers, Inc. 1100 Water Street, Santa Cruz, CA 95062 (Name & Address)

2. The agreement will provide Design engineering services for the 26th Avenue stairway.

3. The agreement is needed County cannot provide the Service.

4. Period of the agreement is from June 26, 2001 to June 30, 2001

5. Anticipated cost is \$ 11,900.00 (Fixed amount; Monthly rate; Not to exceed)

6. Remarks:

7. Appropriations are budgeted in 494000 (Index#) 6650 **S u b j e c t**)

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

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

Contract No. 02471

Date 6-14-01

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  
Director of County Parks to execute the same on behalf of the County of Santa Cruz

(Agency).

County Administrative Officer

Remarks:

(Analyst)

By *[Signature]* Date 6/16/01

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.

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 duly entered  
in the minutes of said Board on \_\_\_\_\_

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

69

## INDEPENDENT CONTRACTOR AGREEMENT

THIS CONTRACT is entered into this 1 day of July, 2001, by and between the COUNTY OF SANTA CRUZ, hereinafter called COUNTY, and IFLAND ENGINEERS, INC., hereinafter called CONSULTANT. The parties agree as follows:

1. **DUTIES.** CONSULTANT agrees to exercise special skill to accomplish the following: Per Exhibit A, Consultants proposal, revise the Twenty-Sixth Avenue Stairway plans and technical specifications dated 1/9/99 to include: 1. Parking for five cars, one of which is for disabled parking 2. Landscape erosion control plan for the top of the cliff 3. Survey cross-section through the existing rock slope and prepare drawing of sections in comparison to Section A-2 on the plans 4. Note on the plans the volume of import rock 5. Address on the plans the necessity to provide temporary improvements during construction to handle storm drainage and how to handle voids beneath the pipe 6. Note on the plans to color grout to match the natural bluff 7. Address on the plans the staging of construction activities to minimize beach disturbance including rock recovery or other materials dislodged onto the beach 8. Note on the plans the requirements for permanent monitoring and maintenance 9. Set a permanent Survey Monument into the rip- rap slope and file data with the County Surveyor 10. Revise Geotechnical Report addressing how rip- rap is tied into the existing rip-rap on adjacent properties and potential migration of the stairway piers. Plans shall be prepared in Auto Cad format. The plans and specifications shall be suitable for obtaining all required permits for the construction of the project, including the amendment of Coastal Development Permit XS-82-36. Per the requirements under paragraph 6 of this Agreement, Consultant shall provide a revised construction cost estimate for the project. Said work is located at the west end of Twenty-Sixth Avenue, in Live Oak Area of Santa Cruz County, California.

2. **COMPENSATION.** In consideration for CONSULTANT accomplishing said result, COUNTY agrees to pay CONSULTANT as follows: An amount not-to-exceed \$11,900.00 for revising the Twenty-Sixth Avenue Stairway plans and technical specifications per Exhibit A Consultant's proposal and for providing a revised cost estimate for the project. All request for payments 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 be 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.** The term of this contract shall be until June 30, 2002. 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 contract amendment.

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

460  
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 \$1,000,000 combined single limit, if, and only if, this Subparagraph is initialed by CONSULTANT and COUNTY

*[Signature]* 1220

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.

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 1 OB. 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 - Proposal form from Ifland Engineers, Inc. June 1, 2001

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

COUNTY OF SANTA CRUZ

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

APPROVED AS TO INSURANCE:

By: *Janet McKinley*  
6-11-2001

APPROVED AS TO FORM:

By: *Marie Costa* 6-11-01  
Office of the County Counsel

CONSULTANT: IFLAND ENGINEERS , INC .

By: *Glen H. Ifland*  
Glen H. Ifland, CEO

Address: 1100 Water Street  
City/State: Santa Cruz, California 95062  
Telephone: (831) 426-5313  
Fax: (831) 426-1763

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

(Twenty-Sixth Ave Cont)





# Exhibit A

Civil Engineering ▪ 407  
Structural Design .  
Development Planning .

June 1, 2001

Bob Olson  
Santa Cruz County, Dept. of Parks,  
Open Space and Cultural Services  
979 Seventeenth Avenue  
Santa Cruz, CA 95062

**RE:        Twenty-Sixth Avenue  
             Beach Access Stairway**

Dear Bob:

As you requested, we are submitting our proposal to revise the plans and specifications dated 1/9/99 to include the items stated in your letter to us dated 5/17/2001, namely:

1. Landscape erosion control plan for the top of the cliff.
2. Location plan for information and directional signs at intersection of East Cliff Drive and 26<sup>th</sup> Avenue.
3. Survey cross-section through the existing rock slope and prepare drawing of sections in comparison to Section A-2 on the plans.
4. Note on plan the volume of imported rock.
5. Address on the plans the necessity to provide temporary improvements during construction to handle storm drainage and how to handle voids beneath the pipe.
6. Note on the plans to color the grout to match the natural bluff.
7. Address on the plans the staging of construction activities to minimize beach disturbance including rock recovery or other materials dislodged onto the beach.
8. Note on the plans the requirements for permanent monitoring and maintenance.
9. Set permanent Survey Monument into the rip-rap slope and file data with the County Surveyor.
10. Revise Geotechnical Report addressing how rip-rap is tied into existing rip-rap on adjacent properties, and potential migration of the stairway piers.

To incorporate these items into the plans, additional field surveys will be needed. Also, the original plan was hand drafted in 1983. With all the additions and changes, it will be necessary to re-draft all the existing plans in Auto Cad format.

Our fees for these additional services would be \$11,900.00 (See attached breakdown). This proposal for the above services is subject to the attached general provisions, Exhibit "A". Please review this exhibit and initial where indicated and return to Ifland Engineers, Inc. along with this signed proposal. Additional items, services and/or reimbursables would be subject to the attached hourly rates, Exhibit "B". Work on the subject property will not commence until the signed proposal and initialed Exhibit "A" are returned to Ifland Engineers, Inc. The project engineer for your project will be Donald L. Ifland RCE # 11192.

404

If you find this proposal acceptable, please have prepared your standard contract and send it to us for signature.

Sincerely,

IFLAND ENGINEERS, INC.



Glen H. Ifland

GHI/ah

405

## **26<sup>th</sup> Avenue Stairway** **Engineering Fee Breakdown**

Field Survey to obtain data needed to expand limits of work and cross-section for the existing rock slope.

8 hrs @ \$160.00 (2 men)	\$1,280.00
Office time – mapping data	640.00
Principal Surveyor	140.00

Set Monument on slope and file data with County surveyor.

2 hrs @ \$160.00	320.00
Principal Surveyor (office)	280.00

Re-Drafting of existing plan to Auto Cad format

Cad Tech – 32 hrs @ \$75.00	2,400.00
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Additions to plans

Principal Engineer – 12 hrs @ \$150.00	1,800.00
Senior Cad Tech - 24 hrs @ \$90.00	2,160.00

Geotechnical Services

Haro Kasunich and Associates	<u>\$2,875.00</u>
(Not a full coastal design [seawall])	

Total	\$11,900.00
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**IFLAND ENGINEERS. INC.****YEAR 2001 STANDARD HOURLY RATES**

(Effective November 1, 2000)

**OFFICE SERVICES**

Principal Engineer.. .....	\$ 150.00
Senior Engineer.. .....	140.00
Design Supervisor.. .....	110.00
Staff Engineer/Architect .....	95.00
Senior CADD Technician/Designer.. .....	90.00
CADD Technician III .....	85.00
CADD Technician II .....	70.00
CADD Technician I .....	60.00
Clerical Assistant .....	40.00

**EXTRAORDINARY SERVICES**

Court Appearances, court preparation, depositions, and expert witness opinions .....	\$250.00/hr.
Mileage.. .....	33¢/mile
Per Diem .....	\$85.00

Notes: Consultation meetings and telephone consultations will be billed at the hourly rates indicated. Field services are billed portal-to-portal with a 2-hour minimum charge. Hourly rates shown are for ordinary engineering services and include all payroll, office overhead, taxes, supplies, insurance and local transportation. Higher rates are applicable for extra-ordinary services such as special certifications and projects which require professional liability insurance, etc. Invoices will be prepared at the completion of work or at monthly intervals and are payable upon presentation. Invoices 30 days past due will be assessed a service charge of 1.5% per month.

**DIRECT PROJECT EXPENSES****Blueprints**

18X24 .....	\$ 2.00 ea.
24X36 .....	\$ 3.00 ea.
36X48 .....	\$ 5.00 ea.

**FAX Charges**

Local .....	\$ 1.00 / pg.
Long Distance .....	\$ 2.50 / pg.
(cover sheet is not included)	

**Standard Overnight Mail**

Letter .....	\$ 20.00 ea.
Pak/Tube .....	\$ 28.00 ea.
(Priority Service subject to additional charge)	

**CAD Plotting**

Bond .....	\$10.00 ea.
Vellum .....	\$15.00 ea.

**CAD Files\***

Digital Media .....	\$ 15.00 ea.
Duplicates .....	\$ 5.00 ea.
via e-mail .....	\$ 15.00 ea.

**Mileage**

within 30 mi. ....	No charge
beyond 30 mi. ....	\$ 0.30/mile

Outside services and consultants, filing, checking, recording or other fees are invoiced at cost plus 15%.

\*Customization of CAD files including file format and other modifications for use by others shall be billed per hourly rates.

Note: In the event consultant's fee schedule changes due to any increase of costs such as the granting of wage increases and/or other employee benefits to office employees due to the terms of any labor agreement, or rise in the cost of living, during the lifetime of this agreement, a percentage increase shall be applied to all remaining compensation.

## ACORD CERTIFICATE OF LIABILITY INSURANCE

OP ID MB  
IFLAEN1

DATE (MM/DD/YY)

06/06/01

PRODUCER

WIS Donald R Hardy Agency  
P.O. Box 308  
Capitola CA 95010

Donald R. Hardy  
Phone No 831-475-4314 Fax No 831-475-9524  
INSURED

Inland Engineers, Inc.  
1000 Water Street  
Santa Cruz CA 95060

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	The Hartford (Commercial)
COMPANY B	American States/SAFECO
COMPANY C	
COMPANY D	

## 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.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY	51SBALA0653DX	04/25/01	04/25/02	GENERAL AGGREGATE \$ 2,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				PRODUCTS - COMP/OP AGG \$ 2,000,000
	<input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR				PERSONAL & ADV INJURY \$ 1,000,000
	<input type="checkbox"/> OWNER'S & CONTRACTOR'S PROT				EACH OCCURRENCE \$ 1,000,000
					FIRE DAMAGE (Any one fire) \$300,000
					MED EXP (Any one person) \$ 10,000
B	AUTOMOBILE LIABILITY	01CE901936-2	04/25/01	04/25/02	COMBINED SINGLE LIMIT \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO				BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE \$
	<input type="checkbox"/> HIRED AUTOS				AUTO ONLY: EA ACCIDENT \$
	<input type="checkbox"/> NON-OWNED AUTOS				OTHER THAN AUTO ONLY: \$
					EACH ACCIDENT \$
					AGGREGATE \$
	GARAGE LIABILITY				EACH OCCURRENCE \$
	<input type="checkbox"/> ANY AUTO				AGGREGATE \$
					\$
	EXCESS LIABILITY				WC STATU- TORY LIMITS
	<input type="checkbox"/> UMBRELLA FORM				EL EACH ACCIDENT \$
	<input type="checkbox"/> OTHER THAN UMBRELLA FORM				EL DISEASE - POLICY LIMIT \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				EL DISEASE EA EMPLOYEE \$
	THE PROPRIETOR/ PARTNERS/EXECUTIVE OFFICERS ARE <input type="checkbox"/> INCL <input type="checkbox"/> EXCL				
	OTHER				

COPY

## DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

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

CERTIFICATE HOLDER., CANCELLATION

COUN001

County of Santa Cruz, Dept. of  
Parks, Open Space & Cultural  
Services  
979 Seventeenth Avenue  
Santa Cruz CA 95062

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 240 WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Donald R. Hardy

ACORD

## CERTIFICATE OF LIABILITY INSURANCE

OP ID MB  
IFLAEN1

DATE (MM/DD/YY)

06/06/01

PRODUCER

VIS Donald R Hardy Agency  
P.O. Box 308  
Capitola CA 95010

Donald R. Hardy

Phone No 831-475-4314 Fax No. 831-475-9524  
INSURED

Ifland Engineers, Inc.  
1100 Water Street  
Santa Cruz CA 95060

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.

408

## COMPANIES AFFORDING COVERAGE

COMPANY

A

Republic Indemnity of America

COMPANY

B

COMPANY

C

COMPANY

D

## 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.

CO TR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
	GENERAL LIABILITY				GENERAL AGGREGATE \$
	COMMERCIAL GENERAL LIABILITY				PRODUCTS COMP/OP AGG \$
	CLAIMS MADE <input type="checkbox"/> OCCUR <input type="checkbox"/>				PERSONAL & ADV INJURY \$
	OWNER'S & CONTRACTOR'S PROT				EACH OCCURRENCE \$
					FIRE DAMAGE (Any one fire) \$
					MED EXP (Any one person) \$
	AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT \$
	ANY AUTO				BODILY INJURY (Per person) \$
	ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
	SCHEDULED AUTOS				PROPERTY DAMAGE \$
	HIRED AUTOS				
	NON-OWNED AUTOS				
	GARAGE LIABILITY				AUTO ONLY, EA ACCIDENT \$
	ANY AUTO				OTHER THAN AUTO ONLY: \$
					EACH ACCIDENT \$
					AGGREGATE \$
	EXCESS LIABILITY				EACH OCCURRENCE \$
	UMBRELLA FORM				AGGREGATE \$
	OTHER THAN UMBRELLA FORM				\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	004864-10	04/01/01	04/01/02	WC STATUTORY LIMITS OTH-ER \$
	THE PROPRIETOR/ PARTNERS/EXECUTIVE OFFICERS ARE: <input type="checkbox"/> INCL <input type="checkbox"/> EXCL				EL EACH ACCIDENT \$ 1,000,000
					EL DISEASE - POLICY LIMIT \$ 1,000,000
					EL DISEASE - EA EMPLOYEE \$ 1,000,000
	OTHER				

COPY

DESCRIPTION OF OPERATIONS/LOCATIONS/VESSELS/SPECIAL ITEMS

## CERTIFICATE HOLDER

COUN001

County of Santa Cruz  
Dept. of Parks, Green Space &  
Cultural Services  
979 Seventeenth Avenue  
Santa Cruz CA 95062

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT. BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Donald R. Hardy

**ACORD CERTIFICATE OF LIABILITY INSURANCE**DATE (MM/DD/YY)  
6/6/2001

## PRODUCER

Dealey, Renton & Associates  
P. O. Box 12675  
Oakland, CA 94604-2675  
510 465-3090

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

## INSURERS AFFORDING COVERAGE

401

## INSUREC

Ifland Engineers, Inc.  
1100 Water Street  
Santa Cruz, CA 95062

INSURER A: Security Ins. Co. of Hartford

INSURER B:

INSURER C:

INSURER D:

INSURER E:

## COVER AGES

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

NSR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
TR	GENERAL LIABILITY				EACH OCCURRENCE 5
	COMMERCIAL GENERAL LIABILITY				FIRE DAMAGE (Any one fire) \$
	<input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR				MED EXP (Any one person) \$
					PERSONAL & ADV INJURY \$
					GENERAL AGGREGATE \$
	GEN'L AGGREGATE LIMIT APPLIES PER:				PRODUCTS-COMP/OPAGG/ 5
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				
	AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident) \$
	ANY AUTO				BODILY INJURY (Per person) 5
	ALL OWNED AUTOS				BODILY INJURY (Per accident) 5
	SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident) \$
	HIRED AUTOS				
	NON-OWNED AUTOS				
	SPACE LIABILITY				AUTO ONLY - EA ACCIDENT \$
	ANY AUTO				OTHER THAN EA ACC \$
					AUTO ONLY: A G G \$
	EXCESS LIABILITY				EACH OCCURRENCE 5
	<input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> CLAIMS MADE				AGGREGATE \$
					\$
	DEDUCTIBLE				\$
	RETENTION \$				\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/>
					E.L. EACH ACCIDENT 5
					E.L. DISEASE-EA EMPLOYEE \$
					E.L. DISEASE-POLICY LIMIT \$
A	OTHER Professional Liability	AEE0302145	10/31/00	10/31/02	\$1,000,000 per claim \$1,000,000 annl aggr.

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS  
Re: General Work

## CERTIFICATE HOLDER

ADDITIONAL INSURED; INSURER LETTER:

## CANCELLATION

County of Santa Cruz  
Attn: Bob Olson  
Dept: of Parks/Open Space/Cultrl Srvcs  
979 Seventeenth Avenue  
Santa Cruz, CA 95062

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Tim Muller