



County of Santa Cruz

DEPARTMENT OF PUBLIC WORKS

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

THOMAS L. BOLICH
DIRECTOR OF PUBLIC WORKS

AGENDA: APRIL 9, 2002

March 28, 2002

SANTA CRUZ COUNTY BOARD OF SUPERVISORS

701 Ocean Street
Santa Cruz, California 95060

**SUBJECT: SEACLIFF VILLAGE STREETSCAPE PLAN
AND STATE PARK DRIVE IMPROVEMENT PROJECT**

Members of the Board:

On August 7, 2001, your Board directed the Public Works Department to request proposals for planning and engineering design services for the Seacliff Village Streetscape Plan and State Park Drive Improvement Project, which includes improvements to State Park Drive, Center Avenue, Santa Cruz Avenue, and Broadway in relation to the recently approved Seacliff Village Plan. The Department of Public Works received four proposals, with three out of the four consultant teams invited back to interview for the project. Interviews were held on November 2, 2001, and the panel included representatives of the Seacliff Improvement Association and California State Parks. The interview panel recommended that the County negotiate with the consulting team led by the local engineering firm of Bowman & Williams. The landscape architect with the team is Michael Arnone. Mr. Arnone will be the lead person for conducting the community meetings, as well as designing the streetscape plan.

Attached is an independent contractor agreement in a not-to-exceed amount of \$156,330 for the project. Since there are two other major improvements scheduled to be constructed within the area (undergrounding of utilities and Pot Belly Beach Sewer Main Project), we do not expect the streetscape and street improvements project to begin construction until late 2003 or early 2004.


SANTA CRUZ COUNTY BOARD OF SUPERVISORS

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

1. Approve the attached independent contractor agreement with Bowman & Williams in the not-to-exceed amount of \$156,330.
2. Authorize the Director of Public Works to sign the agreement.

Yours truly,


for - THOMAS L. BOLICH
Director of Public Works

JRS:mg

Attachments

RECOMMENDED FOR APPROVAL:



County Administrative Officer

copy to: Public Works
 Joel Ricca, Bowman & Williams

INDEPENDENT CONTRACTOR AGREEMENT

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THIS CONTRACT is entered into this 9th day of April, 2002, by and between the COUNTY OF SANTA CRUZ, hereinafter called COUNTY, and BOWMAN AND WILLIAMS CONSULTING CIVIL ENGINEERS, hereinafter called CONTRACTOR. The parties agree as follows:

1. DUTIES. CONTRACTOR agrees to exercise special skill to accomplish the following result: THE CONSULTANT SHALL DESIGN ROAD, ROADSIDE, AND STREETSCAPE IMPROVEMENTS AND CONDUCT THE APPROPRIATE COMMUNITY MEETINGS FOR THE FOLLOWING FOUR AREAS:

1. STATE PARK DRIVE FROM SANTA CRUZ AVENUE TO SEARIDGE ROAD.
2. SANTA CRUZ AVENUE FROM STATE PARK DRIVE TO BROADWAY.
3. BROADWAY FROM CENTER AVENUE TO SANTA CRUZ AVENUE.
4. CENTER AVENUE FROM STATE PARK DRIVE TO BROADWAY.

THE CONSULTANT'S WORK IS DESCRIBED MORE SPECIFICALLY IN THE ATTACHED SCOPE OF WORK.

2. COMPENSATION. In consideration for CONTRACTOR accomplishing said result, COUNTY agrees to pay CONTRACTOR as follows: NOT TO EXCEED \$156,330 IN A MANNER DESCRIBED IN SCOPE OF WORK.

3. TERM. The term of this contract shall be: FROM DATE OF EXECUTION UNTIL JUNE 30, 2004.

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 CONTRACTOR'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 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

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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:

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“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:

JACK SOHRIAKOFF
DEPARTMENT OF PUBLIC WORKS
701 OCEAN STREET, ROOM 410
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:

JACK SOHRIAKOFF
DEPARTMENT OF PUBLIC WORKS
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

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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.

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(2) The CONTRACTOR shall furnish COUNTY Equal Employment Opportunity 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 CONTRACTOR'S 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: (a) The extent of 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 0597 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. ACKNOWLEDGMENT. CONTRACTOR shall acknowledge in all reports and literature that the Santa Cruz County Board of Supervisors has provided funding to the CONTRACTOR.

15. ATTACHMENTS. This Agreement includes the following attachments:
SCOPE OF WORK

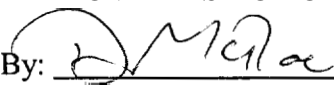
IN WITNESS WHEREOF, the parties hereto have set their hands the day and year first above written.

COUNTY OF SANTA CRUZ

By: _____
Director of Public Works

GJM:abc


APPROVED AS TO FORM:

By:  3-27-02
Assistant County Counsel

DISTRIBUTION: Auditor-Controller, Contractor, Public Works

CONTRACTOR

BOWMAN AND WILLIAMS CONSULTING
CIVIL ENGINEERS

By: 
JOEL F. RICCA PRINCIPAL ENGINEER
RCE 57588
Address: P.O. BOX 1621
SANTA CRUZ, CA 95061-1621

Telephone: (831) 426-3560

FAX: (831) 426-9182

E-MAIL richard@bowmanandwilliams.com

BWCA

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February 6, 2009
Bowman & Williams Project No. 22310

Scope of Work

Task 1. - Project Management: Bowman & Williams will provide management of the project team throughout the project. We will coordinate with other stakeholders including the State of California Department of Parks and Recreation, and the Santa Cruz County Sanitation District. We will coordinate with County staff and attend project status meetings every two weeks. We will coordinate and direct the efforts of the sub-consultants.

Task 2. - Public Involvement: The design team will conduct three public meetings with the Seacliff Village Plan Committee, the Seacliff Improvement Association and other affected parties. The purpose of the meetings will be to gather information from the community regarding their desires for the project, to determine issues to be considered in the design of the work, and to keep the community groups apprised of the progress of the plans. We will prepare exhibits and comment sheets for each meeting. The comment sheets will be distributed at the beginning and gathered at the end. The project Landscape Architect will lead the meetings. Bowman & Williams will take minutes at the meetings and will prepare a written summary of the meeting and the comments received from the public. These will be distributed to County Staff and the project team and community groups for review and comment. County staff will be responsible for distribution of meeting notices, and securing meeting sites. Two of the meetings will be held early in the project.

The first meeting will be to gather information and to present the schematic design of the planned improvements based on the Seacliff Village Plan most recently approved by the Board of Supervisors. Ideas for entry signage, street furniture and landscape improvements will be presented.

The second meeting will present the project as revised by the input from the first meeting and to present development of the engineering plans. Planned roadway alignments, parking revisions, landscape islands, traffic "calming" measures and other features will be shown schematically in plan view. Details of proposed landscape, hardscape, street furniture such as benches, trash receptacles, and streetlights will be presented. We will solicit input from the meeting participants during the meeting.

The third meeting will occur at approximately the 90% complete level of the project. The purpose of this meeting will be to present the project to the community and, to inform them of the project's progress and the planned improvements. A plan view of the roadway will be presented showing the location of the planned improvements. Details of the improvements will also be presented at the meeting. Input from the public will be noted and minor adjustments to the design may occur but the design will essentially be complete prior to this meeting.

If a fourth meeting is needed, we will participate in it as described above. If required, we will also attend a meeting of the County Board of Supervisors to present the design development of the project. These meetings would be in addition to this scope of work and our participation would be completed as an additional service and are described in **Task 7**, following.

Task 3. - Right of Way Engineering: Bowman & Williams will gather existing right-of-way information for the project area. This will include reviewing record drawings, reviewing legal descriptions, and subdivision maps as well as other right-of-way documents. The County will provide title reports for all affected properties. We will complete field surveying services to

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locate existing survey monuments? and property corners needed to determine right-of-way locations. This information will be used to prepare a Right-of-Way-Appraisal Map for the project. Once the improvements are designed, the map will be used to determine location of additional right-of-way required for completion of the project. The map will also be used to assist in appraising the property to be acquired. The map will be completed to Caltrans Standards. Legal descriptions and exhibits for the additional right-of-way and for any temporary easements will be completed for use by County of Santa Cruz, Public Works Real Properties staff. A record Right-of-Way Map will be completed using information gathered for the Right-of-Way-Appraisal Map.

The County will perform field topographic surveying. Bowman & Williams will use the data provided by the County to complete a topographic base map of the project. This map will be used for public presentation and for the design of the improvements. Right-of-way information will be added to the topographic map. Any additional topographic information needed for the design of the project will be gathered in the field by County staff and will be provided to Bowman & Williams as electronic data.

Task 4. - Analyze Existing Data: Bowman & Williams will review record information provided by the County. Record information will consist of County improvement drawings; plans and reports for private projects in the vicinity; and plans, details, and reports being developed by other public and private agencies. We will also coordinate with the County to integrate the improvements planned by the County of Santa Cruz Sanitation District, the undergrounding project planned by PG&E for State Park Drive, and the proposed Union Pacific Railroad crossing upgrade with the improvements designed for this project

Project team members will complete field visits of the project vicinity to familiarize themselves with project area and design challenges.

Task 5. - Plans Specifications and Engineer's Estimate

Task 5.1 - Base Maps: The design team will prepare base maps for use in design and public presentations. The base maps will be created from field data gathered by the County's survey crews. The maps will show topographic features such as roadways, curbs gutters sidewalks, buildings, manholes, catch basins, signs, roadway striping, trees, landscaping and other significant features. The plans will be completed at a metric scale large enough to show in detail the planned improvements. Bowman & Williams will field check the base maps once they are completed. The base map will be created using AutoCAD software, and will be completed to Caltrans standards. Once the base map is complete we will submit it to the County for review.

Task 5.2- 30% Plans: We will begin development of the plans once the base map has been completed. The first phase this work will be to complete 30% plans and estimates. These plans will show in plan view the proposed roadway and landscaping improvements. The improvements will be based on the conceptual layout provided in the Seacliff Village Plan approved by the Board of Supervisors, and changes brought about by input from the community groups. Plan sheets will be developed during this portion of the work that will be used throughout the project. We will use the County's title block and title sheet for this project. Initial details for various improvements will be identified. A preliminary estimate of probable costs for the improvements will be developed from the plans using bid results from recent projects, and from recent Caltrans bid results for District 5 projects. We have listed the plan sheets we anticipate for the 30% level of the project below:

| | |
|-----------|-------------|
| Sheet So. | Sheet Title |
| 1 | Title Sheet |

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| | |
|-------|-------------------------|
| 2 | Key Map |
| 3 | Topographic Base Map(s) |
| 4-8 | Plan Sheets |
| 9 | Typical Cross Sections |
| 10-11 | Preliminary Details |

The 30% plans will be submitted to County staff for review and comment. After the review, we will meet with County staff to discuss the comments.

Task 5.3 - 90% PS&E: We will then prepare 90% plans, specifications and engineer's estimate. The plans will show locations and details for improvements to be constructed as part of this project. The plans will include design of: retaining walls, pavement sections, roadway "calming" measures, curbs, gutters and sidewalks, landscape improvements, signage for entry into the Seascapes Community and the State Park, roadway signing and striping, details for new bus stops, utility relocations, lighting improvements, provisions for traffic routing during construction, and other items to be constructed as part of this project. Section 10 of the Technical Specifications will be prepared for the items of work to be completed. The specifications will be completed in a format required for Federally funded projects. A 90% Engineer's opinion of probable costs will be completed for the work included in the project. Item costs will be based on our recent experience with similar projects, data gathered from the County, and on CALTRANS bid results for projects with similar size.

Technical reports and calculations will be submitted with the 90% plans. These reports will include structural calculations for any retaining walls proposed as part of this project, the geotechnical investigation for the project, pavement design calculations, and any other reports and calculations completed as part of this project. We anticipate the following plan sheets will be required for this work:

| Sheet No. | Title |
|--------------|----------------------------------|
| C1.01 | Cover Sheet |
| C2.01 | Key Map |
| C3.01 | Typical Cross Sections and Notes |
| C4.01- C1.03 | Plan Sheets |
| C5.01- C5.03 | Utility Plans |
| C6.01- C6.03 | Construction Details |
| C7.01- C7.02 | Signing and Striping Plans |
| C8.01- C8.02 | Lighting Plans |
| C9.01- C9.02 | Traffic Control Plans |
| L1.01- L1.06 | Landscaping and Irrigation Plans |

The 90% plans will be submitted to County staff for review and comment. After review of the plans we will meet with County staff to discuss the comments and review.

Task 5.1 - Final Plans: We will then incorporate the comments made by County staff and make any revisions necessary to complete the design of the improvements. Once all the revisions are complete, we will submit the Plans, Section 10. of the Project Specifications, reports, and Engineer's opinion of probable costs to the County for final review and approval. The final plan submittal will be made on mylar. We will also submit electronic files of the plans for use by County staff at this time.

68 Task 6 - Support During the Bid Process: After the project is advertised for bids, we will provide support by answering Bidder's questions, and preparing contract addenda if needed. We

will attend the pre-bid conference and the pre-construction conference once the contract has been awarded.

Alternate Task 7- Additional Public Meetings: The Bowman & Williams team will prepare exhibits and attend an additional public meeting for the project if required. We will present the project plans, take input from the public, and answer questions they may have. We will prepare and distribute a project comment sheet and compile the findings after the meeting. We will also complete a set of meeting notes, detailing the comments and questions asked at the meeting. The notes will be distributed to the entire project team for review and discussion. If required, we will also attend a County Board of Supervisor's meeting to present the results of the public involvement process. We have provided a fee estimate for this task if these services are required.

Alternate Task 8 - Construction Administration: Bowman & Williams can provide construction oversight for this project once construction has started. This work will include review and approval of shop drawings and other submittals, reviewing construction schedule and reviewing billing statements. Bowman & Williams can provide construction staking for the work as well. The County staff will complete construction inspection. We will coordinate with the County's project manager and inspectors throughout construction to make sure that all changes to the contract documents are approved prior to them being constructed. We have not included an estimate for this task in our estimate of fees for the project. Once the plans are completed and approved, we will provide you with a detailed scope and fee estimate to complete this task.

Task 9 - Geotechnical Investigation: As sub-consultants to Bowman & Williams, Pacific Crest Engineering Inc. (PCEI) will complete a soils investigation for the project. The investigation will include completing soil borings, determining soil design parameters for retaining walls, determining design parameters for concrete slabs, and determining R-values to be used for the design of new pavement sections. A detailed proposal from PCEI is included with this scope of work.

Task 10 - Landscape Architecture: As a sub-consultant to Bowman & Williams, Michael Arnone will lead the public involvement portion of the work and complete the design for the landscape and hardscape improvements. A detailed proposal from Mr. Arnone is attached.

Task 11 - Lighting Design: Bowman & Williams will retain Prime Design to prepare plans, specifications and an Engineers estimate of probable costs for the lighting improvements to be completed as part of this project. The plans will show details and location of new luminaires, connection to the existing electrical system, and the locations and details of equipment required for the system. Their proposal is attached for your information

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ESTIMATE OF FEES FOR PROFESSIONAL CONSULTANT SERVICES

February 4, 2002

SEACLIFF VILLAGE STREETSCAPE PLAN AND STATE PARK DRIVE IMPROVEMENT PROJECT

COUNTY OF SANTA CRUZ, DEPARTMENT OF PUBLIC WORKS

Bowman & Williams Project No. 22310

| | Personnel | Principal Engineer | Licensed Land Surveyor | Associate Engineer | Engineering Assistant | Engineering Technician | Technical Drafter | 2-person Survey Crew | Total |
|--|---|--------------------|------------------------|--------------------|-----------------------|------------------------|-------------------|----------------------|--------------|
| DESCRIPTION OF WORK: | | \$150.00 | \$150.00 | \$135.00 | \$115.00 | \$95.00 | \$70.00 | \$170.00 | |
| TASK 1. PROJECT MANAGEMENT | hours: | | | | | | | | |
| 1.1 Subconsultant Management and Coord. | | 4.00 | 8.00 | 16.00 | | | | | |
| 1.2 Coordination and Project Liaison | | 16.00 | | 40.00 | | | | | |
| Task Total: | | 20.00 | 8.00 | 56.00 | - | - | - | - | \$11,760.00 |
| TASK 2. PUBLIC INVOLVEMENT | | | | | | | | | |
| 2.1 Prepare Exhibits | hours: | 2.00 | | 8.00 | | | 24.00 | | |
| 2.2 Attend Public Meetings | | 12.00 | | 12.00 | | | | | |
| 2.3 Prepare Minutes and Summary | | 1.00 | | 6.00 | | | | | |
| Task Total: | | 15.00 | - | 26.00 | - | - | 24.00 | - | \$7,440.00 |
| TASK 3. RIGHT-OF-WAY ENGINEERING | | | | | | | | | |
| 3.1 Verify Status of Existing Right of Way | hours: | | 16.00 | | | | | 16.00 | |
| 3.2 Prepare Right of Way Map | | 1.00 | 14.00 | | | | 24.00 | | |
| 3.3 Determine Right of Way Requirements | | 1.00 | 12.00 | | | | | | |
| 3.4 Prepare Appraisal Map | | | 12.00 | | | | 16.00 | | |
| 3.5 Prepare Legal Descriptions | | 1.00 | 12.00 | | | | 16.00 | | |
| Task Total: | | 3.00 | 66.00 | - | - | - | 56.00 | 16.00 | \$16,990.00 |
| TASK 4. ANALYZE EXISTING DATA | | | | | | | | | |
| 4.1. Review Existing Data | hours: | 4.00 | | 8.00 | 16.00 | 12.00 | - | | |
| 4.2. Site Visits | | 4.00 | | 6.00 | 3.00 | | | | |
| Task Total: | | 8.00 | - | 14.00 | 19.00 | 12.00 | - | - | \$6,415.00 |
| TASK 5. PLANS, SPECIFICATIONS & ESTIMATE | | | | | | | | | |
| 5.1 Base Maps | hours: | 4.00 | | 10.00 | | 44.00 | | | |
| 5.2 Prepare 30% Plans and Estimate | | 20.00 | | 30.00 | 55.00 | 55.00 | 40.00 | | |
| 5.3 Prepare 90% PS&E | | 24.00 | | 40.00 | 72.00 | 55.00 | 40.00 | | |
| 5.4 Prepare Final PS&E | | 12.00 | | 24.00 | 20.00 | 40.00 | | | |
| Task Total: | | 60.00 | - | 104.00 | 148.00 | 195.00 | 80.00 | - | \$64,280.00 |
| TASK 6. BID PROCESS SUPPORT | | | | | | | | | |
| 6.1 PROVIDE ENGINEERING SUPPORT | hours: | 2.00 | | 16.00 | | | | | |
| Task Total: | | 2.00 | - | 16.00 | - | - | - | - | \$2,460.00 |
| SUBTOTAL FEES FOR BOWMAN & WILLIAMS SERVICES: | | | | | | | | | \$109,345.00 |
| ALTERNATIVE ENGINEERING SERVICES | | | | | | | | | |
| TASK 7. ADDITIONAL PUBLIC MEETINGS | hours: | 6.00 | | 9.00 | | | 12.00 | | \$2,955.00 |
| TASK 8. CONSTRUCTION ADMINISTRATION | Fee's to be Determined | | | | | | | | |
| SUBTOTAL FEES FOR ALTERNATE ENGINEERING SERVICES: | | | | | | | | | \$2,955.00 |
| SUBCONSULTANT SERVICES: | | | | | | | | | |
| 7 LANDSCAPE ARCHITECTURE | See Attached Hourly Fee Estimate from Michael Arnone, landscape Architect | | | | | | | | \$32,130.00 |
| 8 GEOTECHNICAL ENGINEERING | See Attached Hourly Fee Estimate from Pacific Crest Engineering Inc. | | | | | | | | \$7,900.00 |
| 9 ELECTRICAL DESIGN | See Attached Proposal by Prime Design Group | | | | | | | | \$4,000.00 |
| SUBTOTAL FEES FOR SUBCONSULTANT SERVICES: | | | | | | | | | \$44,030.00 |
| TOTAL ESTIMATE OF FEES FOR PROFESSIONAL CONSULTING SERVICES (NOT INCLUDING TASKS 7 AND 8) | | | | | | | | | \$153,375.00 |

**PrimeDesignGroup****Electrical Engineering
Design and Drafting Services**

Bowman & Williams
1011 Cedar
PO Box 1621
Santa Cruz, California
95061

February 2, 2002

Attn: Richard Irish
Re: Fee Proposal for: Seacliff Village Improvements

Dear Richard,

We are pleased to submit the following fee outlining our understanding of our involvement and scope of work for the referenced project. This proposal is based upon preliminary information provided by you. We will expend time to prepare the necessary electrical drawings and specifications to submit to the various departments involved and to insure competitive bidding and installation of the electrical portion of the project. Our services will include:

1. Visitation to the site to inspect the existing conditions.
2. Design review meetings with the team and the client.
3. Attendance at the public meeting in the proposal as required.
4. The preparation of plans and specifications for the necessary power, lighting including Utility undergrounding.
5. Submittal to and coordination with the Utility Companies.

Our fixed fee for this portion of the work is as follows:

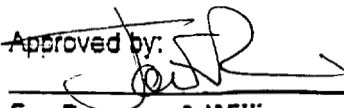
| | |
|--------------------------------|---------------|
| Design-Development | \$1400 |
| Construction Documents | \$2000 |
| Contract Administration | \$600 |

We have included up to \$100.00 for in-house reproduction purposes. Any reproduction costs beyond this amount will need to be reimbursed by your office. We are assuming that your office will furnish us with backgrounds in AutoCad 14. We will bill monthly for the portion of the work completed since the previous billing period. Our terms are net 30 days. We can begin work when authorized and upon receipt of this contract with your signature. This letter can serve as our contract if you will please sign, keep one copy and return the original to our office for our records.

Very Truly Yours,


Joe Collonge P.E.
Principal

Approved by:


For: **Bowman & Williams**
date: 3-26-02

68

0604 1961 Main Street, #236
Watsonville, CA 95076
Hon: 831-332-0597
Fax: 408-532-8681

October 8, 2001

PCEI Proposal No. PR122

Mr. Joel Ricca
Bowman and Williams
1011 Cedar Street
Santa Cruz, CA 95060

Subject: Proposal for a Geotechnical Investigation
Seacliff Village Streetscape Plan and State Park Drive Improvements
Santa Cruz County, California

Dear Mr. Ricca:

Pacific Crest Engineering Inc. (PCEI) is pleased to present our proposed scope of work and fee to prepare a Geotechnical Investigation for the proposed street improvement project in Santa Cruz County, California. *This proposal is based on our 17 years of geotechnical experience within Santa Cruz County, including projects performed for the County of Santa Cruz Public Works Department.*

INTRODUCTION

Per the County of Santa Cruz RFP, the capital improvement project consists of sidewalk and meet improvements on several streets in the Seacliff Village area. This includes improvements to State Park Drive, Santa Cruz Avenue, Broadway and Center Avenues. These improvements include new medians, asphalt paving, curb, gutter and sidewalks, bus turn-outs and retaining walls.

The purpose of the geotechnical investigation will be to investigate the existing pavement sections and underlying subgrade soil conditions, and to provide recommendations for new overlays and/or completely new pavement sections. We will also provide geotechnical design criteria for new retaining walls for the project. This information will be based on several test boring to be performed within the roadway section, which will include obtaining new R-value samples for pavement design purposes.

SCOPE OF WORK

Our scope of work for the Geotechnical Investigation will be limited to the following:

1. We will mark the proposed test boring locations in white paint, and contact Underground Service Alen (USA) at least 72 hours prior to performing our field investigation. In

addition, we will subcontract a private underground locator to assist in clearing proposed test boring locations.

0605

2. PCEI will subcontract United Rentals - Highway Technologies (formerly Fitzpatrick Barricade and Safety Supply) to provide a "rolling lane closure" for the one day period over which the drilling work will be performed. This will include two traffic control technicians, traffic cones and warning signs, and flashing arrow boards.
3. Exploration, sampling, and classification of surface and subsurface soils by drilling ten to twelve (10 to 12) test borings within the roadway sections. The test borings will range in depth from 3 to 6 feet. We will carefully note the existing depth of asphaltic concrete (AC) and baserock at each test boring location. Soil samples will be obtained at selected depths within each test boring. The test borings will be backfilled with the soil cuttings at the completion of drilling, and capped with an AC cold patch mix.

We propose the following approximate number of test borings for this project:

| Location | # of Test Borings |
|----------------------|-------------------|
| State Park Drive | 5 |
| Center Avenue | 2 |
| Santa Cruz Avenue | 2 |
| Broadway Avenue | 2 |
| Total Test Borings = | 11 (approximate) |

4. Laboratory testing of selected soil samples to determine their relevant engineering properties. This will include four (4) R-value tests of the road subgrade soil, for pavement design purposes. This will likely include two R-value samples from State Park Drive, and one R-value each from Santa Cruz and Center Avenues.
5. Compilation and analysis of collected field and laboratory data.
6. Preparation of a written report presenting our findings and conclusions, and providing geotechnical recommendations for pavement areas. This will include pavement overlay recommendations, and recommendations for new pavement sections in badly damaged areas. The report will also include geotechnical design criteria for new retaining walls. This report will include boring logs indicating the soil profile encountered and a site plan showing the test boring locations.

FEE FOR SERVICES

We will complete the scope of work described above on a firm fixed price basis according to the terms and conditions of our Professional Services Agreement, attached and hereby made a part of this proposal. Our fee to perform the geotechnical services described in Tasks 1 through 6, inclusive will be Seven Thousand, Nine Hundred Dollars (\$7,900.00). This fee is broken down as follows:

| Task | Description | Fee | Estimated Hours |
|-------------|---------------------------|---------|-----------------|
| 1 | Mark USA\Locate Utilities | \$700 | 3 |
| 2 | Traffic Control | \$1,700 | 0 |
| 3 | Drill Test Borings | \$2,400 | 10 |
| 4 | Laboratory Testing | \$1,100 | 2 |
| 5 | Compile\Analyze Data | \$500 | 4 |
| 6 | Prepare Report | \$1,500 | 20 |
| TOTAL FEE = | | \$7,900 | 40 |

This offer is valid for 3 period of sixty (60) days.

SCHEDULE

We estimate a total of about 4 to 6 weeks will be needed to complete the proposed services after receiving a copy of a signed contract. Preliminary information will be available to you and other design team members during the course of our investigation.

ASSUMPTIONS

Our scope of work and fee assumes the following:

1. There are no permits or permit fees associated with drilling the proposed test borings.
2. Bowman and Williams will provide a topographic site plan as a base map to show our test boring locations within our report.

COMPANY QUALIFICATIONS AND EXPERIENCE

Pacific Crest Engineering Inc. (PCEI) is strongly c o d e d to providing exceptional quality and service to our clients. Our staff has a combined experience of over 34 years in the Monterey Bay area, and we make repeat business our foundation and goal for every new client.

Michael D. Kleames is the President of PCEI, and will act as Project Manager for preparation of the Geotechnical Investigation. Mr. Kleames has been a practicing geotechnical and environmental consultant within the Monterey Bay area for over 17 years. He has a Bachelor of Science degree in Civil Engineering from Cal Poly, San Luis Obispo and a Master of Science degree in Civil Engineering from San Jose State University. He is a Registered Geotechnical Engineer and a Registered Civil Engineer. Mr. Kleames is also a Registered Environmental Assessor II within the State of California. Mr. Kleames has geotechnical design experience involving residential, industrial, commercial and public works projects over a wide variety of subsurface soil conditions and project constraints.

Pacific Crest Engineering Inc. is on the approved list of geotechnical consulting firms for Santa Cruz County, California. We have recently acquired a new 2,700 square foot office space adjacent to the airport in Watsonville, California. This includes a 200 square foot lab for testing of soil samples.

Please refer to the attached **Representative Projects** list for **similar** projects **completed** by **Mr.**⁰⁶⁰⁷
Kleames for the **County** of Santa **Cruz** and other public agencies.

INSURANCE

PCEI maintains \$1,000,000 in professional and general **liability insurance**, and Workers -
Compensation k a m e as required by State **law**. A copy of OUT insurance **certificates** can be
provided upon request.

AUTHORIZATION

To **authorize** PCEI to perform the proposed **services**, please **sign** and **return** the enclosed
Professional Services **Agreement** as **soon** as possible.

Pacific Crest **Engineering Inc.** appreciates the **opportunity** to provide our **services**, and would be
pleased to **answer** any **questions you may have** about our proposed **scope of work** and **fee**.

Very truly yours,

PACIFIC CREST ENGINEERING INC.



Michael D. Kleames, G.E.
President\Principal Geotechnical Engineer
GE 2204
Expires 3/31/04

Attachments (Professional Services Agreement)

SEACLIFF VILLAGE STREETSCAPE PLAN

Santa Cruz County Public Works Department

Request for Proposal for Planning and Landscape Architectural Services:

**to Bowman and Williams, Engineers
from Michael Arnone, Landscape Architect
October 9, 2001**

Proposal for Planning and Landscape Architectural Services Seacliff Village Streetscape Plan

Scope of work

Based on the Request for Proposal received from Greg Martin, Civil Engineer, County of Santa Cruz Public Works Department the scope shall include the four areas defined below:

- State Park Drive from Santa Cruz Avenue to mid-block between Santa Cruz Avenue and Center Avenue
- Santa Cruz Avenue from State Park Drive to Broadway
- Broadway from Center Avenue to Santa Cruz Avenue
- Center Avenue from State Park Drive to Broadway

Each area within the scope of work shall contain common design elements including repaved streets, curbs, gutters, pedestrian walkways, street lighting, signage, and landscaping. Other facets of the design are unique to one area of the project. These may include retaining walls with decorative surfacing, an entry or gateway element, interpretive signage describing the Monterey Bay Marine Sanctuary, stamped or textured seating areas, bus stops, median island plantings, a plaza seating area, informational kiosk(s) and bicycle racks.

Design approach

DESIGN DEVELOPMENT

SITE RECONNAISSANCE: The engineering firm will provide the landscape architect with drawings showing the project area site plan with property lines, topography, streets, building footprint, utilities, existing elements, and existing vegetation. The design team will visit the site to assess views, climate, soil, signage, lighting, and existing vegetation and to gather pertinent site information.

MEETINGS: Meetings with county public works staff will be held to review drawings, discuss design options, construction costs, construction phasing and material choices. Three Public meetings will be held to review the preliminary design of the project with concerned community groups. We also meet with neighbors and community members at large to gather insight into shaping the overall vision of the project.

PRELIMINARY LANDSCAPE PLAN: The preparation of a conceptual landscape design for Review by the County of Santa Cruz Public Works Department. The drawing will show the location of all proposed streetscape elements and type of all trees, a list of shrubs, grasses, perennials, and ground covers to be used for the project. Rendered drawings will be prepared for the public hearings.

CONSTRUCTION DOCUMENTS

HARDSCAPE/LAYOUT PLAN: The design for the pedestrian walkways, crosswalks, plaza, bus stop locations, seating areas, pathways and parking areas/spaces. The plan will detail the type, finish and color of paving materials to be used. The final plan will show the dimensioned layout of the paving, planters, crosswalks and seating areas for the project. The drawings provided will specify the surface treatment of retaining walls, located and designed by Bowman and Williams, and the theme detail elements (i.e. paving stamps, stonework, tile work, wood elements, imprinted emblems).

SITE FURNISHINGS PLAN: The selection and location of required site furnishings for the project. These will include the design of Interpretive signs; the selection of Ornamental Lighting Fixtures (pole, mast and light); planting beds, planter boxes, bicycle racks, benches, and planting containers. The plans will specify the manufacturer, model, material type, finish and color of the products to be used. The final plan will show the dimensioned layout of the site furnishings in relation to the street design and building locations.

PLANTING PLAN: Planting Plan will include the location, size, type and quantity of the plant material selected for all landscape areas specified within the identified scope of work. Plants will meet the criteria for drought tolerance, low maintenance, and resistance to pests and disease. No invasive species will be used. Recommendations for soil preparation (amendments and fertilizers) will be determined by a soils test performed by an independent soils laboratory. Plants will meet the requirements of the County of Santa Cruz Planning and Zoning Department.

IRRIGATION PLAN: The irrigation system will be designed to best meet the needs of the planters, planting beds containers and any turf areas designed for the project. In all instances, the design, product selection, and method of installation will make efficient use of available water by utilizing effective spray and drip irrigation techniques. Materials and equipment will be selected for durability, low maintenance, long life and ease of use.

The fees listed below include meetings with County of Santa Cruz Public Works Department, Bowman and Williams, and public groups to refine the program elements, review the progress drawings and sketches, and review the final documents, travel to and from the site, telecommunications, design time, drafting and the production of drawings. Reproduction of the drawings, plots, copies, film, film processing, and video tape will be billed at cost plus 10%. The fees are for design services and the production of landscape and irrigation drawings for the project. The fees do not include the purchase of any landscape material, plant material or irrigation equipment nor do they include any labor to install the landscape, plants or irrigation system. The fees do not include major changes to the agreed list of project elements stated above. Additional services requested will be billed at a rate of \$105.00 per hour. Billing will be done monthly based on the percentage of work completed.

DESIGN DEVELOPMENT

Site Reconnaissance

Meetings

Preliminary Landscape Plan

Sub Total

\$17,850.00

CONSTRUCTION DOCUMENTS

Hardscape Plan

Site Furnishings Plan

Irrigation Plan

Planting Plan

Sub Total

\$14,280.00

Total

\$32,130.00

Task Schedule

0611

Task

Estimated Hours
to Complete**DESIGN DEVELOPMENT**

- Research:
 - Meet with county public works staff to discuss project schedule, refine scope of work, detail budget, and survey site constraints 4.0
 - Meet with Seacliff Village business owners 4.0
 - Meet with Seacliff Village residents 4.0
 - Meet with Seacliff Village Planning Committee members 4.0
- Site evaluation and analysis:
 - Review existing site maps 4.0
 - Site visits to study existing conditions, constraints and potential 12.0
 - Analyze site information 12.0
- Prepare Preliminary Plan:
 - Development of project theme concept and implementation ideas 16.0
 - Conceptual Site design 20.0
 - Walkway/pathway/seating area locations 10.0
 - Pavement style, retaining wall surface treatment 6.0
 - Planting bed locations 6.0
 - Site furnishing choices and possible locations 14.0
 - Signage style and locations 10.0
 - Develop alternative parking locations 12.0
 - Plant material list and street tree locations 12.0
- Preliminary design review:
 - Meet with County Public Works to review site design 4.0
- Design alternatives
 - Refine and revise site design 10.0
- Public hearings and comment
 - Attendance at two hearings 6.0

CONSTRUCTION DOCUMENTS

- Prepare construction documents and specifications
 - Hardscape plan for walkways, crosswalks, special paving areas 24.0
 - Layout plan and site furnishings plan 20.0
 - Landscape planting plan 24.0
 - Irrigation plan 30.0
 - Construction specifications 22.0
- Construction Observation:
 - Review construction at critical phases 16.0

ACORD CERTIFICATE OF LIABILITY INSURANCE

OP ID
BOWMIL

DATE (MM/DD/YY)
03/26/02

PRODUCER
BATTISTINI & CANFIELD, LLC
INSURANCE SINCE 1906
901 CENTER STREET
SANTA CRUZ CA 95060
Phone: 831-423-1822 Fax: 831-423-2462

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

0612

INSURED

Bowman & Williams Inc.
PO Box 1621
Santa Cruz CA 95061

INSURER A: Fireman's Fund
INSURER B: Safaco Insurance Company
INSURER C: ZURICH INSURANCE - ASSA
INSURER D:
INSURER E:

COVERAGES

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.

| INSR LTR | TYPE OF INSURANCE | POLICY NUMBER | POLICY EFFECTIVE DATE (MM/DD/YY) | POLICY EXPIRATION DATE (MM/DD/YY) | LIMITS |
|----------|--|---------------|----------------------------------|-----------------------------------|--|
| A | GENERAL LIABILITY | AZC80500754 | 08/01/01 | 08/01/02 | EACH OCCURRENCE \$ 1,000,000 |
| | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY | | | | FIRE DAMAGE (Any one fire) \$ 100000 |
| | <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR | | | | MED EXP (Any one person) \$ 10000 |
| | | | | | PERSONAL & ADV INJURY \$ 1,000,000 |
| | | | | | GENERAL AGGREGATE \$ 2,000,000 |
| | | | | | PRODUCTS - COMP/PROP AGG \$ 2,000,000 |
| | GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC | | | | |
| B | AUTOMOBILE LIABILITY | 01CD47447890 | 08/01/01 | 08/01/02 | COMBINED SINGLE LIMIT (EA accident) \$ 1000000 |
| | <input type="checkbox"/> ANY AUTO | | | | BODILY INJURY (Per person) \$ |
| | <input type="checkbox"/> ALL OWNED AUTOS | | | | BODILY INJURY (Per accident) \$ |
| | <input checked="" type="checkbox"/> SCHEDULED AUTOS | | | | PROPERTY DAMAGE (Per accident) \$ |
| | <input checked="" type="checkbox"/> HIRED AUTOS | | | | |
| | <input checked="" type="checkbox"/> NON-OWNED AUTOS | | | | |
| | GARAGE LIABILITY | | | | AUTO ONLY - EA ACCIDENT \$ |
| | <input type="checkbox"/> ANY AUTO | | | | OTHER THAN EA ACC \$ |
| | | | | | AUTO ONLY: AGG \$ |
| A | EXCESS LIABILITY | XBX75384750 | 08/01/01 | 08/01/02 | EACH OCCURRENCE \$ 1,000,000 |
| | <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE | | | | AGGREGATE \$ |
| | | | | | \$ |
| | DEDUCTIBLE | | | | \$ |
| | RETENTION \$ | | | | \$ |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY | 204346505 | 09/01/01 | 09/01/02 | WORKERS COMPENSATION LIMITS \$ |
| | | | | | E.L. EACH ACCIDENT \$ 1,000,000 |
| | | | | | E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 |
| | | | | | E.L. DISEASE - POLICY LIMIT \$ 1,000,000 |
| | OTHER | | | | |

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

The county of Santa Cruz, their officers, employees, agents and volunteers are named as additional insureds per attached endorsement CG 2026 11 85 with respects to the General Liability coverage.

CERTIFICATE HOLDER Y ADDITIONAL INSURED; INSURER LETTER:

CANCELLATION

ATTN: JACK SOHRIAKOFF
DEPARTMENT OF PUBLIC WORKS
COUNTY OF SANTA CRUZ
701 OCEAN STREET, ROOM #410
SANTA CRUZ CA 95060

COUNTY

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, ~~WHICH MAY BE CANCELLED~~

AUTHORIZED REPRESENTATIVE

Albert W. Rice

©ACORD CORPORATION 1988

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POLICY NUMBER: 57SBANI3739

COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - OWNERS, LESSEES or
CONTRACTORS (FORM B)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

County **of** Santa Cruz
Public Works Department
Jack Sohriakoff
701 Ocean Street, Room **410**
Santa Cruz, CA 95060-4070

(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, but only with respect to liability arising out of "your work" for that insured by or for you.

County **of** Santa Cruz is named an additional insured under the general liability policy pertaining to **work** done by the named insured.

NOTICE OF CANCELLATION:

IT IS UNDERSTOOD AND AGREED THAT IN THE EVENT OF CANCELLATION OF THE POLICY FOR ANY REASON OTHER THAN NON-PAYMENT OF PREMIUM, **30** DAYS WRITTEN NOTICE WILL BE SENT TO THE CERTIFICATE HOLDER BY MAIL. IN THE EVENT THE POLICY IS CANCELLED FOR NON-PAYMENT OF PREMIUM, **10** DAYS WRITTEN NOTICE WILL BE SENT TO THE ABOVE.

PRIMARY INSURANCE:

IT IS UNDERSTOOD AND AGREED THAT THIS INSURANCE IS PRIMARY AND ANY OTHER INSURANCE MAINTAINED BY THE ADDITIONAL INSURED SHALL BE EXCESS ONLY AND NOT CONTRIBUTING WITH THIS INSURANCE.

SEVERABILITY OF INTEREST:

IT IS AGREED THAT EXCEPT WITH RESPECT TO THE LIMIT OF INSURANCE, THIS COVERAGE SHALL APPLY AS IF EACH ADDITIONAL INSURED WERE THE ONLY INSURED AND SEPARATELY TO EACH INSURED AGAINST WHOM CLAIM IS MADE OR SUIT IS BROUGHT.

WAIVER OF SUBROGATION:

IT IS UNDERSTOOD AND AGREED THAT THE COMPANY WAIVES THE RIGHT OF SUBROGATION AGAINST THE ABOVE ADDITIONAL INSURED(S), BUT ONLY AS RESPECTS THE JOB OR PREMISES DESCRIBED IN THE CERTIFICATE ATTACHED HERETO.

COUNTY OF SANTA CRUZ
REQUEST FOR APPROVAL OF AGREEMENT

0614

TO: Board of Supervisors
County Administrative Office
Auditor Controller

FROM: PUBLIC WORKS (Department)
BY: [Signature] (Signature) 3/22/02 (Date)
Signature certifies that appropriations/revenues are available

AGREEMENT TYPE (Check One)

Expenditure Agreement ☐ Revenue Agreement ☐

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

1. Said agreement is between the BOWMAN & WILLIAMS COUNTY OF SANTA CRUZ (Department/Agency)
and P.O. BOX 1621, SANTA CRUZ, CA 95061-1621 (Name/Address)

2. The agreement will provide FOR THE DESIGN OF STREET IMPROVEMENTS, STREETSCAPE PLAN, AND ASSOCIATED COMMUNITY MEETINGS PER THE SEACLIFF VILLAGE STREETSCAPE PLAN AND STATE PARK DRIVE IMPROVEMENT PROJECT

3. Period of the agreement is from BOARD APPROVAL to JUNE 30, 2002

4. Anticipated Cost is \$156,330.00 ☐ Fixed ☐ Monthly Rate ☐ Annual Rate ☒ Not to Exceed

Remarks: CONTRACT \$156,330.00; OVERHEAD \$10,943.10; TOTAL \$167,273.10

5. Detail: ☐ On Continuing Agreements List for FY _____ Page CC-_____ Contract No: _____ OR ☐ 1st Time Agreement
☐ Section II No Board letter required, will be listed under Item 8
☒ Section III Board letter required
☐ Section IV Revenue Agreement

6. Appropriations/Revenues are available and are budgeted in 621100! 40227! 3665 (Index) 3590 (Sub object)

NOTE: IF APPROPRIATIONS ARE INSUFFICIENT, ATTACHED COMPLETED AUD-74 OR AUD-60

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

Contract No: 12741

By: [Signature]
Auditor-Controller Deputy

Date: 03/25/02

Proposal and accounting detail reviewed and approved. It is recommended that the Board of Supervisors approve the agreement and authorize DIRECTOR OF PUBLIC WORKS (Dept/Agency Head) to execute on behalf of the PUBLIC WORKS DEPARTMENT

(Department/Agency)

Date: 3/28/02

By: [Signature]
County Administrative Office

RS mg

Distribution:

Board of Supervisors - White
Auditor Controller - Canary
Auditor-Controller - Pink
Department - Gold

State of California
County of Santa Cruz

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 Office by an order duly entered in the minutes of said Board on _____ 20____

ADM - 29 (8/01)
Title I, Section 300 Proc Man

By: Deputy Clerk

AUDITOR-CONTROLLER USE ONLY

CO. _____ \$ _____
Document No. JE Amount Lines H/TL Keyed By Date

68

Director Description \$ Amount Index Sub object User Code