



# County of Santa Cruz

## PARKS, OPEN SPACE & CULTURAL SERVICES

979 17th AVENUE, SANTA CRUZ, CA 95062

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

BARRY C. SAMUEL, DIRECTOR

July 29, 2002

AGENDA: August 13, 2002

### BOARD OF SUPERVISORS

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

SUBJECT: SEASCAPE PARK BEACH ACCESS TRAIL AND STAIRWAY

Dear Members of the Board:

During the fiscal year 2001/2002, your Board approved \$30,000 for a detailed site analysis and schematic design services for the Seascape Park Beach Access Trail and Stairway. The beach access has been formerly known as the Via Trinita Stairway. The existing trail and stairway are located adjacent to a major drainage corridor which drains a substantial watershed. The land forms in and adjacent to the corridor are continuously changing due to winter storm run off and unstable soils. The existing trail and stairway have a regularly sustained damage during major winter storms, the last being the El Nitio Storms of 1998.

Following the El Nitio Storms of 1998, the trail was left impassable with a 40' section of the stairway being completely washed away. The trail and stairway have not been repaired since that time. Parks staff felt it would be in the best interest of the County to look at an alternative access route from Seascape Park to the beach.

Parks staff solicited Request for Qualifications (RFQ) from twelve local engineering firms to provide the site analysis and schematic design services for the Seascape Park Beach Access Trail and Stairway. From the twelve solicitations, two firms responded to the RFQ. The responses of both firms were evaluated and it was determined that Iland Engineers, Inc. would be the most qualified company to perform the work.

The site analysis and schematic design phase will provide the research required to identify site topography, drainage issues, geotechnical properties of the site, as well as any other environmental issues or site constraints affecting the proposed development as identified by the Planning Department and Coastal Commission. In addition, the Consultant will provide a cost estimate for constructing the new stairway.

*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*

BOARD OF SUPERVISORS  
 SEASCAPE PARK BEACH ACCESS TRAIL AND STAIRWAY  
 Page 2 of 2

AGENDA: August 13, 2002

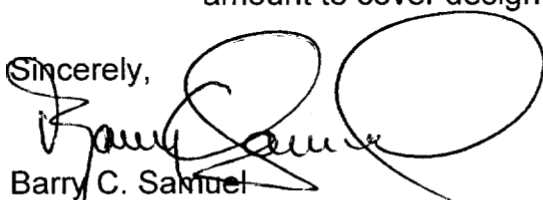
Following the completion of the site analysis and schematic design phase, the Parks Department may elect to negotiate a contract amendment or subsequent contract with Ifland Engineers, Inc. for the construction document phase provided that funding is available.

The contract before you today includes all engineering services related to the first phase. The total cost for the first phase comes to \$27,000, which includes a \$4,500 design contingency. Funds have been budgeted in account 191152/6610 in the amount of \$30,000 for fiscal year 2002/2003 for the engineering and design work for the project.

It is therefore RECOMMENDED that your Board take the following actions:

1. Approve the agreement with Ifland Engineers, Inc. in the amount of \$22,500 to provide engineering services for the first phase site analysis and schematic design of the Seascape Park Beach Access Trail and Stairway Project.
2. Authorize the Director of the Department of Parks, Open Space and Cultural Services to sign the agreement and associated documents on behalf of the County.
3. Authorize the Director of the Department of Parks, Open Space and Cultural Services to approve design change orders for \$4,500 in addition to the contract amount to cover design change order expenditures, as required.

Sincerely,

  
 Barry C. Samuel  
 Director

RECOMMENDED:

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

BCS/cmr/ro

cc: CAO, Auditor-Controller, County Counsel, Risk Management, Parks,  
 Ifland Engineers, Inc.

Attachments: ADM 29, Consultant Agreement

Seascape Stairs Design 8-13-02.wpd

0233

**COUNTY OF SANTA CRUZ**  
**REQUEST FOR APPROVAL OF AGREEMENT**

TO: Board of Supervisors  
County Administrative Office  
Auditor Controller

FROM: Parks, Open Space and Cultural Services (Department)  
BY: [Signature] (Signature) 7/29/02 (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 County of Santa Cruz (Department/Agency)  
and Ifland Engineers, Inc., 1100 Water St., Suite 2, Santa Cruz, CA. 95062 (Name/Address)
2. The agreement will provide design engineering services for the Seascapes Park beach access trail and stairway.

3. Period of the agreement is from August 13, 2002 to Project Completion

4. Anticipated Cost is \$ 27,000 ☐ Fixed ☐ Monthly Rate ☐ Annual Rate ☒ Not to Exceed

Remarks: contract total of \$22,500 plus \$4,500 design contingency for project total of \$27,000.

5. Detail: ☐ On Continuing Agreements List for FY      -      . Page CC-      Contract No:      OR ☐ 1<sup>st</sup> 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 191152 (Index) 6610 (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: 22849

By: [Signature]  
Auditor-Controller Deputy

Date: 7/31/02

Proposal and accounting detail reviewed and approved. It is recommended that the Board of Supervisors approve the agreement and authorize  
The Director of County Parks (Dept/Agency Head) to execute on behalf of the

County of Santa Cruz

(Department/Agency)

Date:     

By: [Signature]  
County Administrative Office

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 ap-  
proved 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 <u>    </u>	\$ <u>    </u>					
Document No.	JE Amount	Lines	H/TL	Keyed By	Date	<b>31</b>
TC10 <u>    </u>	\$ <u>    </u>					
Auditor Description	Amount	Index	Sub object	User Code		

Contract No. \_\_\_\_\_

## INDEPENDENT CONTRACTOR AGREEMENT FOR CONSULTANT SERVICES

THIS CONTRACT is entered into this 13<sup>th</sup> day of August, 2002, 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.** Per Exhibit A Phase I, Schematic Site plan, CONSULTANT shall attend meetings with County Staff to review project objectives, develop conceptual plans that will satisfy the County Planning Department and State Coastal Commission on site constraints and stairway options. Develop and provide to COUNTY a site plan and cross section of the stairway and a 3D rendering of the site plan for use in County of Santa Cruz Planning Department and State Coastal Commission development review meetings.

The feasibility of implementing the conceptual plans shall be supported from CONSULTANT, a comprehensive site analysis which includes addressing site topography, geo-technical, drainage, environmental, and developmental site constraints, including the preparation of a cost estimate for the Seascape Park Beach-Access Trail and Stairway Restoration Project for the County of Santa Cruz Department of Parks, Open Space and Cultural Services.

In providing services under this Agreement, the CONSULTANT will perform in a manner consistent with the degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.

**2. COMPENSATION.** In consideration for CONSULTANT accomplishing said result, COUNTY agrees to pay CONSULTANT as follows: Payment not to exceed \$27,000.00. This total amount includes the scope of work identified in CONSULTANT'S proposal (for compensation in an amount not to exceed \$22,500.00), plus a contingency of \$4500.00 (20%) for additional services in accordance with the fee and cost schedule set forth in Exhibit B.

All requests for payment shall be submitted to the County of Santa Cruz Department of Parks, Open Space and Cultural Services, 979 17<sup>th</sup> Avenue, Santa Cruz, California 95062. Payment requests must include a hard copy detailed invoice, the Department's Application For Payment Form, and be approved by COUNTY's project manager. Services must be billed in accordance with CONSULTANT's Proposal itemizations, Exhibit A, and Fee Schedule, Exhibit B. 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 from August 13, 2002 until work is completed. However, CONSULTANT agrees to provide COUNTY with the completion of duties in Item 1 and Consultants Proposal Exhibit A, within one hundred twenty (120) calendar days from the execution date of this Agreement.

This Agreement may be extended and/or amended for scope of work upon mutual agreement by both parties.

**4. EARLY TERMINATION.** Either party hereto may terminate this contract at any

time by giving thirty (30) days written notice to the other party.

**5. USE OF DOCUMENTS.** Plans and/or documents prepared under this Agreement and provided to COUNTY shall become the property of COUNTY. CONSULTANT may use such plans and/or documents for the purpose of illustrating the nature and scope of project involvement. COUNTY understands that such plans and/or documents are to be used for this project only and that any future use on other projects would be at the sole risk of COUNTY.

At the request of COUNTY, and for no additional charge, CONSULTANT shall provide a complete set of final drawings prepared in CAD format for COUNTY's use, which drawings shall conform to the "final" (stamped and signed hard copy) plans.

**6. CONSULTANT'S COST ESTIMATE.** CONSULTANT shall provide COUNTY a construction cost estimate which reflects the most current industry costs at the time the schematic design is completed and accepted by COUNTY, if and only if, this paragraph is initialed by CONSULTANT and COUNTY *JR-ED*.

**7. ADDITIONAL SERVICES.** If authorized by COUNTY in writing, CONSULTANT will provide additional services (those provided beyond the basic services described in CONSULTANT'S proposal) which shall be paid by a negotiated fee for such services as set forth in Exhibit B. The additional services, if required, shall not exceed the contract contingency of \$4,500.00 unless the contract is amended to include additional compensation.

**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, CONSULTANT's performance under the terms of this Agreement, excepting any liability arising out of the sole negligence of 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 Contractor's Insurance as to each subconsultant or otherwise provide evidence of insurance coverage from 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) Workers' Compensation in the minimum statutorily required coverage amounts. This insurance coverage shall not be required if CONSULTANT has no employees and certifies to this fact by initialing here \_\_\_\_\_

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

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

(4) Professional Liability Insurance in the minimum amount of \$1,000,000 combined single limit, if, and only if, this subparagraph is initialed by CONSULTANT and COUNTY &-  
IR.10

**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 contain the following clause:

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

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

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

Santa Cruz County  
 Department of Parks, Open Space and Cultural Services  
 Attention: Bob Olson, Park Planner  
 979 17<sup>th</sup> 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:

Santa Cruz County  
 Department of Parks, Open Space and Cultural Services  
 Attention: Bob Olson, Park Planner  
 979 17<sup>th</sup> Avenue  
 Santa Cruz, CA 95062

**10. EQUAL EMPLOYMENT OPPORTUNITY.** During and in relation to the performance of this Agreement, CONSULTANT agrees as follows:

**A.** CONSULTANT shall not discriminate against any employee or applicant for employment because of race, color, religion, national origin, ancestry, physical or mental disability, medical condition (cancer related), marital status, sexual orientation, age (over 18), veteran status, gender, pregnancy, or any other non-merit factor unrelated to job duties. Such action shall include, but not be limited to, the following: recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training (including apprenticeship), employment, upgrading, demotion, or transfer. 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)** CONSULTANT shall, in all solicitations or advertisements for employees placed by or on behalf of CONSULTANT, 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, 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. In addition, 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 County of Santa Cruz General Services Purchasing Division.

**(2)** CONSULTANT shall furnish COUNTY Affirmative Action Office information and reports in the prescribed reporting format (PER 4012) identifying the sex, race, physical or mental disability, and job classification of its employees and the names, dates, and methods of advertisement and direct solicitation efforts made to subcontract with Minority/Women/Disabled Business Enterprises.

(3) In the event of 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 COUNTY.

(4) CONSULTANT shall cause the foregoing provisions of this subparagraph 10B to be inserted in all subcontracts for any work covered under this Agreement by a subconsultant compensated more than \$50,000 and employing more than fifteen (15) employees, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

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

**PRINCIPAL TEST:** 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 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) CONSULTANT rather than 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) 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 judgment that CONSULTANT engaged under this Agreement is in fact an independent contractor.

**12. NON-ASSIGNMENT.** Neither Party shall assign the Agreement without the prior written consent of the other Party.

**13. ACKNOWLEDGMENT.** CONSULTANT shall acknowledge in all reports and literature that the Santa Cruz County Board of Supervisors has provided funding to CONSULTANT.

**14. 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 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.

**15. 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.

**16. LIVING WAGE.** This agreement is covered under Living Wage provisions if this section is initialed by COUNTY \_\_\_\_\_

This Agreement is subject to the provisions of Santa Cruz County Code Chapter 2.122, requiring payment of a living wage to covered employees. Non-compliance during the term of the contract will be considered a material breach and may result in termination of the Agreement or pursuit of other legal or administrative remedies.

If a contract for covered services in excess of \$50,000 is terminated prior to its expiration, any new contract with a subsequent contractor for the same services must include this term:

CONTRACTOR shall make best efforts to offer employment to qualified employees of the prior contractor for the performance of this contract. Such efforts shall not be required in regard to employees who are **(1)** exempt under the Fair Labor Standards Act, **(2)** family members of the prior contractor, **(3)** employed by the prior contractor for less than six months, or **(4)** convicted of a job-related or work place crime. Upon request by COUNTY, CONTRACTOR shall demonstrate to COUNTY that good faith efforts have been made to comply with this provision.

**17. CONSTRUCTION DOCUMENTS, SITE OBSERVATION.**

If requested by COUNTY in writing, following the completion of Phase I Design Services, CONSULTANT shall provide COUNTY a new cost proposal for Phase II to prepare construction documents and perform site inspection services for the project. The CONSULTANT'S services may be authorized through the issuance of a contract amendment or a subsequent contract.

**18. ATTACHMENTS.** This Agreement includes the following attachments:

Exhibit A - Consultants Proposal; Exhibit B - Consultants Fee Schedule, which are hereby incorporated into this Agreement.

**19. DOCUMENTS PROVIDED BY COUNTY.** COUNTY agrees to provide CONSULTANT with any and all documents necessary to identify the ownership and location of the property, including deeds, maps, title information and permits, unless CONSULTANT agrees to provide said documents as a part of the scope of work set forth herein; and to obtain for CONSULTANT the authorization of the owner to enter upon the property for the purpose of conducting CONSULTANT's work thereon.

**20. CHANGED CONDITIONS.** The parties agree to communicate regularly throughout the term of the Agreement regarding any detected changes in field conditions or other events that significantly affect the scope of work.

**21. GOVERNMENTAL ACTIONS.** CONSULTANT shall not be liable for damages resulting from the actions or inactions of governmental agencies including permit processing, environmental impact reports, dedications, general plans and amendments thereto, zoning matters, annexations or consolidations, use or conditional use permits, project or plan approvals and building permits.

22. **DELAYS.** Neither COUNTY nor CONSULTANT is responsible for delay caused by activities or factors beyond their control.
23. **LIEN RIGHTS.** This Agreement shall not be construed to alter, affect or waive any lien or stoop notice right that CONSULTANT may have for the performance of services pursuant to this Agreement.
24. **WAIVER.** Waiver by either party of any term, condition or covenant, or breach of any term, condition or covenant, shall not constitute the waiver of any other term, condition or covenant, or breach of any term, condition or covenant.
25. **ADVISORY ONLY.** CONSULTANT shall only act in an advisory capacity to COUNTY in governmental relations. COUNTY shall be responsible for all decision making activities therein.
26. **VALIDITY.** If any term, condition or covenant of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Agreement shall be valid and binding on CONSULTANT and COUNTY.
27. **JURISDICTION.** This Agreement shall be governed by and construed in accordance with the laws of the State of California.
28. **BINDING.** This Agreement shall be binding upon the successors or assigns of CONSULTANT at COUNTY's option.
29. **ENTIRE AGREEMENT.** This Agreement, including referenced attachments, contains the entire agreement between the COUNTY and CONSULTANT relating to the project and the provision of services to the project.
30. **ACCEPTANCE AND COMMENCEMENT.** By execution of this Agreement, the Parties accept the terms hereof, and acknowledge receipt of a copy hereof, including all attachments. CONSULTANT shall not commence work under this Agreement until it is approved by the Board of Supervisors.
31. **PROMPT PAYMENT SCHEDULE.** All invoices for professional engineering services will be discounted 2% if received within 15 days of invoice date.
32. **LIMITATION ON DESIGN ALTERATIONS.** CONSULTANT will limit the number of design alterations from the original design presented to the Planning Department under this Agreement to one. Additional design alterations shall be provided for under Paragraph 7 (Additional Services).

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

IFLAND ENGINEERS, INC.

COUNTY OF SANTA CRUZ:

By:  JON IFLAND

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

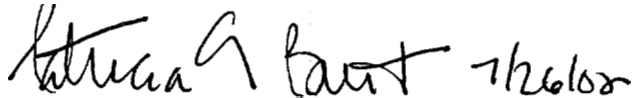
Address: 1100 Water Street, Suite 2  
Santa Cruz, CA 95062

Telephone: (831) 426-5313

Fax: (831) 426-1763

APPROVED AS TO INSURANCE:

APPROVED AS TO FORM:



Risk Management



County Counsel

DISTRIBUTION: CAO, Auditor, County Counsel, Risk Management, Parks, Ifland Engineers

# Exhibit A

0242



Civil Engineering □  
Structural Design ■  
Development Planning ■

July 1, 2002

#01100

Bob Olson  
Park Planner  
County of Santa Cruz, Parks Open Space and Cultural Services  
979 - 17<sup>th</sup> Avenue  
Santa Cruz, CA 95062

**RE: Seascape Park Beach Access Trail and Stairway Restoration  
Itemized Cost Proposal**

Dear Bob:

At your request we provide herein an itemized version of our proposal dated April 26, 2002 and your comments dated June 13, 2002.

## **PHASE I - SCHEMATIC SITE PLAN**

### **Meetings**

Principal Engineer	2.5 hrs.	\$155.00	\$387.50
Design Supervisor	3.75 hrs.	110.00	412.50
			<b>\$800.00</b>

### **Topographic Survey**

(by others) **\$5,000.00**

### **Geotechnical Assessment**

(by others) **\$7,700.00**

### **3D Pictures**

(by others) **\$3,900.00**

### **Schematic Site Plan**

Design Supervisor	16 hrs.	\$110.00	\$1,760.00
Principal Engineer	2.5 hrs.	\$155.00	387.50
Senior CAD Technician	39.5 hrs.	\$95.00	3,752.50
			<b>\$5,900.00</b>

Subtotal	<b>\$22,500.00</b>
20% Contingency	<b>\$4,500.00</b>

<b>Total</b>	<b>\$27,000.00</b>
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This proposal for the above services is subject to the attached Independent Contractor Agreement for Consultant Services. Please sign where indicated and return to Ifland Engineers, Inc. along **with** this signed proposal. Additional items and services will be authorized in writing under separate agreement by the county. Reimbursables will be charged to the 20% contingency line item **as** stated above. Work on the subject property will not commence until all signatures are affixed upon our proposal **and** the Contractor Agreement and returned to Ifland Engineers, Inc. The project engineer for your project will be Donald L. Ifland RCE # 11192.

Thank you for giving us the opportunity to amend this proposal. We look forward to working with you on this project.

Sincerely,

IFLAND ENGINEERS, INC.

  
Tom J. Fakner  
TJF/jh

Authorization to Proceed

I agree to the terms in the above **proposal** and hereby request Ifland Engineers, **Inc.** to proceed with the above items.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Barry C. Samuel, Director,  
County of Santa Cruz Parks and Open Spaces

**Exhibit B**

0244

**IFLAND ENGINEERS, INC.****YEAR 2002 STANDARD HOURLY RATES**

(Effective January 17, 2002)

**OFFICE SERVICES**

Principal Engineer .....	\$ 165.00
Senior Engineer .....	145.00
Construction Manager .....	125.00
Design Supervisor .....	110.00
Staff Engineer .....	105.00
Senior CADD Technician/Designer .....	95.00
CADD Technician III .....	85.00
CADD Technician II .....	75.00
CADD Technician I .....	65.00
Project / Permit Processing Coordinator .....	60.00
Clerical Assistant .....	40.00

**EXTRAORDINARY SERVICES**

Court Appearances, court preparation, depositions, and expert witness opinions .....	\$260.00/hr.
Mileage .....	33¢/mile
Per Diem .....	\$85.00

*Notes: Consultation meetings 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**

<b>Blueprints</b>	
18X24 .....	\$ 2.00 ea.
24X36 .....	\$ 3.00 ea.
36X48 .....	\$ 5.00 ea.

<b>FAX Charges</b>	
Local .....	\$ 1.00 1 <sup>st</sup> page
	\$.25 each additional page
Long Distance .....	\$1.50 1 <sup>st</sup> page
	\$.50 each additional page

<b>Standard Overnight Mail</b>	
Letter .....	\$20.00 ea.
Pak/Tube .....	\$25.00 ea.
	(Priority Service subject to additional charge)

<b>CAD Plotting</b>	
Bond .....	\$10.00 ea.
Vellum .....	\$15.00 ea.

<b>CAD Files*</b>	
Digital Media .....	\$ 15.00 ea.
Duplicates .....	\$ 5.00 ea.
Via e-mail .....	\$ 15.00 ea.

<b>Mileage</b>	
within 30 mi. ....	No charge
beyond 30 mi. ....	\$ 0.30/mile

\*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.*