



County of Santa Cruz

GENERAL SERVICES DEPARTMENT

701 OCEAN STREET, SUITE 330, SANTA CRUZ, CA 95060-4073
 (831) 454-2210 FAX: (831) 454-2710 TDD: (831) 454-2123

October 27, 2008

Agenda: November 18, 2008

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

AGREEMENTS FOR ONGOING ENVIRONMENTAL ENGINEERING SERVICES FOR FLEET SERVICES DIVISION

Members of the Board:

Your Board has previously approved a contract with Remediation Risk Management, Inc. (RRM) for soil and groundwater testing, monitoring and report preparation for the General Services - Fleet Services work site at 691 Ocean Street. As required by the California Regional Water Quality Control Board, the monitoring process is on going and will continue through June 30, 2009 and beyond on a regularly scheduled basis. The original contract work did not include the State required monitoring and reporting. Consequently, it is necessary to amend the existing contract with RRM, Inc. by increasing the amount by \$18,000 and extending the contract term through June 30, 2009. Funds are available in the General Services - Fleet Services Division budget (Index 333500).

In addition to this required monitoring and reporting, the California Regional Water Quality Control Board required the installation of extraction wells at the Fleet Service site, with the work to include the submission of progress and evaluation reports. Your Board approved this work on January 8, 2008. The installation is almost complete and will require ongoing system operation and maintenance. The cost for the ongoing operation and maintenance work is \$18,240 and funds have been budgeted and are available in the General Services Fleet Services budget (Index 333500).

It is therefore RECOMMENDED that your Board

1. Approve an amendment to Contract 43226 with Remediation Risk Management, Inc. (RRM) extending the contract through June 30, 2009 and increasing the contract amount by \$18,000;
2. Approve an amendment to Contract 73639 with Remediation Risk Management, Inc. (RRM) extending the contract through June 30, 2009 and increasing the contract amount by \$18,240; and

Page 2/Agenda: November 18,2008
Agreements for Ongoing Environmental Engineering Services

3. Authorize the General Services Acting Director to sign and execute both contract amendments for continued groundwater testing and monitoring and continued system operation and maintenance of extraction wells and associated documents on behalf of the County.

Very truly yours,



Nancy Carr Gordon,
General Services Acting Director

RECOMMENDED:



SUSAN A. MAURIELLO
County Administrative Officer

NCG:CJ

Attachments: Contract Amendments, ADM-29's

CC: RRM, Inc.
Auditor-Controller

COUNTY OF SANTA CRUZ REQUEST FOR APPROVAL OF AGREEMENT

TO: Board of Supervisors
County Administrative Office
Auditor Controller

FROM: General Services Department (Department)

BY: [Signature] (Signature) 7/23/08 (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-General Services Department (Department/Agency) and Remediation Risk management, Inc., 2560 Soquel Ave., Santa Cruz, CA 95062 (Name/Address)

2. The agreement will provide ongoing groundwater remediation system operation and maintenance

3. Period of the agreement is from July 1, 2008 to June 30, 2009

4. Anticipated Cost is \$18,240 Fixed Monthly Rate Annual Rate Not to Exceed

Remarks: Original contract \$45,000 plus amendment for total contract of \$63,240

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 333500 (Index) 3665 (Sub object)

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

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

Contract No: 83639

By: [Signature] Date: 7/27/08
Auditor-Controller Deputy

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

Santa Cruz (Department/Agency)

Date: 7/08

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 [Signature] 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

TC110 Auditor Description \$ Amount Index Sub object User Code

AMENDMENT TO AGREEMENT

CONTRACT 73639

The parties hereto agree to amend that certain Agreement dated ~~January 8, 2008,~~
by and between the COUNTY OF SANTA CRUZ and Remediation Risk Management,
Inc. ~~by extending the term of the contract to June 30 2009 and increasing the contract in~~
~~the amount of \$18,240 for a total contract of \$63,240 for groundwater remediation~~
~~system operation and maintenance.~~

The following insurance requirement on page 2, item 6(A)(4) of the original
agreement dated July 1, 2004 is added here:

Excess/Umbrella Insurance in the minimum amount of \$4,000,000.00 combined
single limit, if, and only if, this Subparagraph is initialed by CONTRACTOR and

COUNTY. /

All other provisions of said Agreement shall remain the same.

Dated: _____, 2008

COUNTY OF SANTA CRUZ

By: _____

CONTRACTOR

By: _____

Address: Remediation **Risk** Management, Inc
2560 Soquel Avenue
Santa Cruz, CA 95062
Telephone: 475-8141

Approved as to form:



County Counsel

Approved as to insurance:



Risk Management

132

Contract No. 73639**INDEPENDENT CONTRACTOR AGREEMENT**

This Contract is entered into this 8th day of January, 2008, by and between the COUNTY OF SANTA CRUZ, hereinafter called COUNTY, and Remediation Risk Management, Inc. hereinafter called CONTRACTOR. The parties agree as follows:

1. DUTIES. CONTRACTOR agrees to exercise special skill to accomplish the following results: installation of extraction wells to remediate contaminants at 691 Ocean Street and submission of progress and evaluation reports to the California Regional Water Quality Control Board for the County of Santa Cruz General Services Department.

2. COMPENSATION. In consideration for CONTRACTOR accomplishing said result, COUNTY agrees to pay CONTRACTOR as follows: Payment not to exceed \$45,000, processed for payment after receipt of invoice, and approval of project manager.

3. TERM. The term of this Contract shall be: January 8, 2008 through project completion.

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. 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 Contract, 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 Contract (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 Contract (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 considered in excess of CONTRACTOR'S insurance coverage and shall not contribute to it. If CONTRACTOR normally carries insurance in an amount greater than the minimum amount required by the COUNTY for this Contract, that greater amount shall become the minimum required amount of insurance for purposes of this Contract. Therefore, CONTRACTOR hereby acknowledges and agrees that any and all insurances carried by it shall be deemed liability coverage for any and all actions it performs in connection with this Contract.

~~13~~

If CONTRACTOR utilizes one or more subcontractors in the performance of this Contract, CONTRACTOR shall obtain and maintain Independent Contractor's Insurance as to each subcontractor or otherwise provide evidence of insurance coverage from each subcontractor equivalent to that required of CONTRACTOR in this contract, 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 be required unless 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 Contract, 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 is required unless the CONTRACTOR does not drive a vehicle in conjunction with any part of the performance of this Contract 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 \$ 4,000,000 combined single limit, if, and only if, this Subparagraph is initialed by CONTRACTOR and COUNTY
[Signature]

Other Insurance Provisions

(1) If any insurance coverage required in this Contract 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 Contract (hereinafter "post Contract coverage") and any extensions thereof. CONTRACTOR may maintain the required post Contract coverage by renewal or purchase of prior acts or tail coverage. This provision is contingent upon post Contract coverage being both available and reasonably affordable in relation to the coverage provided during the term of this Contract. For purposes of interpreting this requirement, a cost not exceeding 100% of the last annual policy premium during the term of this Contract in order to purchase prior acts or tail coverage for post Contract 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, and on behalf of, the named insured's performance under its/his/her/their contract with the County of Santa Cruz."

~~134~~

(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
 General Services Department
 Attn: Carol Johnson
 701 Ocean Street, Room 330
 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 Contract with Certificates of Insurance for all required coverages. All Certificates of Insurance shall be delivered or sent to:

**Santa Cruz County
 General Services Department
 Attn: Carol Johnson
 701 Ocean Street, Room 330
 Santa Cruz, CA 95060**

7. **EQUAL EMPLOYMENT OPPORTUNITY.** During and in relation to the performance of this Contract, 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, 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, selection for training (including apprenticeship), employment, upgrading, demotion, or transfer. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notice setting forth the provisions of this non-discrimination clause.

B. If this Contract provides compensation in excess of \$50,000 to CONTRACTOR and if CONTRACTOR employees 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, 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, selection for training (including apprenticeship), employment, upgrading, demotion, or transfer. In addition, the CONTRACTOR shall make a good faith effort to consider Minority/Women/Disabled Owned Business Enterprises in CONTRACTOR'S solicitation of goods and services. Definitions for Minority/Women/Disabled Business Enterprises are available from the COUNTY General Services Purchasing Division.

(2) In the event of the CONTRACTOR'S non-compliance with the non-discrimination clauses of this Contract or with any of the said rules, regulations, or orders said CONTRACTOR may be declared ineligible for further contracts with the COUNTY.

(3) The CONTRACTOR shall cause the foregoing provisions of subparagraphs 7B(1) and 7B(2) to be inserted in all subcontracts for any work covered under this Contract 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 that indicate that CONTRACTOR is an independent contractor.

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

9. NONASSIGNMENT. CONTRACTOR shall not assign the Contract without the prior written consent of the COUNTY.

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

11. RETENTION AND AUDIT OF RECORDS. CONTRACTOR shall retain records pertinent to this Contract for a period of not less than five (5) years after final payment under this Contract 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 Contract.

12. PRESENTATION OF CLAIMS. Presentation and processing of any or all claims arising out of or related to this Contract 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.

~~130~~

13. **ATTACHMENTS.** This Contract includes the following attachments:

Time and Materials Cost Estimate dated November 5, 2007

14. **LIVING WAGE.** This Contract is covered under Living Wage provisions if this section is initialed by COUNTY _____

If Item # 14 above is initialed by the COUNTY, then this Contract is subject to the provisions of Santa Cruz County Code Chapter 2.122, which requires payment of a living wage to covered employees. Non-compliance during the term of the Contract with these Living Wage provisions will be considered a material breach, and may result in termination of the Contract and/or pursuit of other legal or administrative remedies.

CONTRACTOR agrees to comply with Santa Cruz County Code section 2.122.140, if applicable.

15. **MISCELLANEOUS.** This written Contract, along with any attachments, is the full and complete integration of the parties' agreement forming the basis for this Contract. The parties agree that this written Contract supersedes any previous written or oral agreements between the parties, and any modifications to this Contract must be made in a written document signed by all parties. Any arbitration, mediation, or litigation arising out of this Contract shall occur only in the County of Santa Cruz, notwithstanding the fact that one of the contracting parties may reside outside of the County of Santa Cruz.

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

1. **Remediation Risk Management, Inc.**

By: *R. L. Giammo*
SIGNED
ROBERT L. GIAMMO
PRINTED

3. **COUNTY OF SANTA CRUZ**

By: *Gerald L. Zugar*
SIGNED
GERALD L. ZUGAR
PRINTED

Company Name: Remediation Risk Management, Inc.

Address: —2560 Soquel Avenue

Santa Cruz, California —95062

Telephone: (831) 475-8 141

Fax: (831) 475-8249

Email: *rlg@rrmnc.com*

2. **APPROVED AS TO INSURANCE:**

Mary 11-27-07
Risk Management

4. **APPROVED AS TO FORM:**

[Signature]
Asst. County Counsel

DISTRIBUTION:

- General Services Department
- Auditor-Controller
- Risk Management
- Remediation Risk Management, Inc.

COUNTY OF SANTA CRUZ REQUEST FOR APPROVAL OF AGREEMENT

TO: Board of Supervisors
County Administrative Office
Auditor Controller

FROM: General Services Department (Department)
BY: [Signature] (Signature) 12/28/08 (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-General Services Department (Department/Agency)
Remediation Risk Management, Inc., 2560 Soquel Ave., Santa Cruz, CA 95062 (Name/Address)

2. The agreement will provide continued soil and groundwater monitoring and reporting at
691 Ocean St., Santa Cruz

3. Period of the agreement is from July 1, 2008 to June 30, 2009

4. Anticipated Cost is \$ \$18,000 Fixed Monthly Rate Annual Rate Not to Exceed

Remarks: Original contract of \$38,438 plus previous amendments (see attached) totaling
\$62,100 plus current amendment in the amount of \$18,000 for a total contract of \$118,538.

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 333500 (Index) 3665 (Subobject)

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

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

Contract No: 83226

By: [Signature] Date: 10/28/08
Auditor Controller Deputy

Proposal and accounting detail reviewed and approved. It is recommended that the Board of Supervisors approve the agreement and authorize
General Services Acting Director (Dept/Agency Head) to execute on behalf of the County of
Santa Cruz (Department/Agency)

Date: 11/7/08

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 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
TC110		\$				
Auditor Description	Amount	Index	Sub object	User Code		

AMENDMENT TO AGREEMENT

CONTRACT 43226

The parties hereto agree to amend that certain Agreement dated July 1, 2004, by and between the COUNTY OF SANTA CRUZ and Remediation Risk Management, Inc. by extending the term of the contract to June 30, 2009 and increasing the contract in the amount of \$18,000 for a total contract of \$118,538.

The following insurance requirement on page 2, item 6(A)(4) of the original agreement dated July 1, 2004 is added here:

Excess/Umbrella Insurance in the minimum amount of \$4,000,000.00 combined single limit, if, and only if, this Subparagraph is initialed by CONTRACTOR and COUNTY. CR / _____

All other provisions of said Agreement shall remain the same.

Dated: _____, 2008

COUNTY OF SANTA CRUZ

By: _____

CONTRACTOR

By: _____

Address: Remediation Risk Management, Inc
2560 Soquel Avenue
Santa Cruz, CA 95062
Telephone: 475-8141

Approved as to form:



County Counsel

Approved as to insurance:

 11/6/08

Risk Management

AMENDMENT TO AGREEMENT

CONTRACT 43226

The parties hereto agree to amend that certain Agreement dated July 1, 2004, by and between the COUNTY OF SANTA CRUZ and Remediation Risk Management, Inc. by extending the term of the contract to June 30, 2008 and increasing the contract in the amount of \$18,000 for a total contract of \$100,538.

The following insurance requirement on page 2, item 6(A)(4) of the original agreement dated July 1, 2004 is added here:

Excess/Umbrella Insurance in the minimum amount of \$4,000,000.00 combined single limit, if, and only if, this Subparagraph is initialed by CONTRACTOR and

COUNTY. RCM / CG

All other provisions of said Agreement shall remain the same.

Dated: 12-31, 2007

COUNTY OF SANTA CRUZ
By: [Signature]
CONTRACTOR

By: [Signature]
Address: Remediation Risk Management, Inc
2560 Soquel Avenue
Santa Cruz, CA 95062
Telephone: 475-8 141

Approved as to form:
[Signature]
County Counsel

Approved as to insurance;
[Signature] 12-26-07
Risk Management

AMENDMENT TO AGREEMENT

CONTRACT 43226

The parties hereto agree to amend that certain Agreement dated July 1, 2004, by and between the COUNTY OF SANTA CRUZ and Remediation Risk Management, Inc. by extending the term of the contract to June 30, 2007 and increasing the contract in the amount of \$30,000 for a total contract of \$82,538.

The following insurance requirement on page 2, item 6(A)(4) of the **original** agreement dated July 1, 2004 is added here:

Excess/Umbrella Insurance in the minimum amount of \$4,000,000.00 combined single limit, if, and only if, this Subparagraph is initialed by CONTRACTOR and

COUNTY. _____ / g

All other provisions of said Agreement shall remain the same.

Dated: April 9, 2007

COUNTY OF SANTA CRUZ

By: [Signature]

CONTRACTOR

By: [Signature]

Address: Remediation Risk Management, Inc
2560 Soquel Ave., Ste. 202
Santa Cruz, CA 95062
Telephone: 475-8141

Approved as to form:

[Signature]
County Counsel

Approved as to insurance:

[Signature]
Risk Management

4-12-07

RECEIVED
2007 APR 12 AM JC
GENERAL SERVICES
SANTA CRUZ COUNTY CALIF

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AMENDMENT TO AGREEMENT

The parties hereto agree to amend that certain Agreement dated July 1, 2004 by and between the COUNTY OF SANTA CRUZ and Remediation Risk Management, Inc by increasing the contract in the amount of \$14,100 for a total contract of \$52,538.

All other provisions of said Agreement shall remain the same.

Dated: May 2, 2006

COUNTY OF SANTA CRUZ
By: [Signature]

CONTRACTOR
By: [Signature]
Address: Remediation Risk Management

2560 Soquel Avenue
Santa Cruz, CA 95062

Telephone: 475-8141

Approved as to form:
[Signature]
County Counsel

Approved as to insurance:
Mary McAllister
Risk Management

~~0189~~

~~0125~~

AMENDMENT TO AGREEMENT

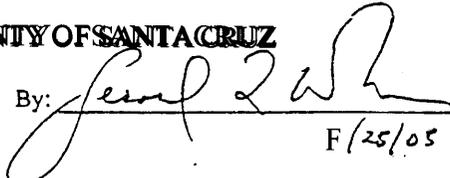
Contract 43226

The parties hereto agree to amend that certain Agreement dated July 1, 2004, by and between the COUNTY OF SANTA CRUZ and Remediation Risk Management Inc by extending the term of the contract to June 30, 7.006.

All other provisions of said Agreement shall remain the same.

Dated: 7/15/05 .2004

COUNTY OF SANTA CRUZ

By: 

F/25/05

CONTRACTOR

By: 

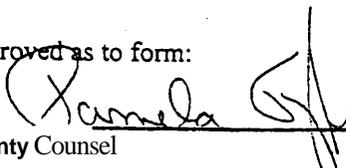
Address: Remediation Risk Management, Inc.

2560 Soquel Avenue, Suite 202

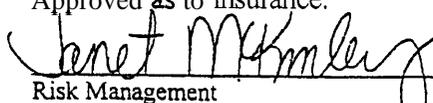
Santa Cruz, Ca 95062

Telephone: 475 -8141

Approved as to form:


County Counsel

Approved as to insurance:


Risk Management

7-28-05

RECEIVED
2005 JUL 26 P1 2:09
GENERAL JUDGES
SANTA CRUZ COUNTY CALIF

~~0126~~

~~0191~~

Contract No. 43226

~~0452~~

INDEPENDENT CONTRACTOR AGREEMENT

THIS CONTRACT is entered into this 1st day of July, 2004, by and between the COUNTY OF SANTA CRUZ, hereinafter called COUNTY, and Remediation Risk Management Inc., hereinafter called CONTRACTOR. The parties agree as follows:

1. DUTIES. CONTRACTOR agrees to exercise special skill to accomplish the following results: Drill seven soil borings to 20 feet; collection of soil and grab-groundwater samples and analyses of these samples using a State certified mobile laboratory; regulatory liaison to pick permanent well locations; drilling, installation, development, surveying and sampling six new groundwater monitoring wells; sampling, profiling, and disposal of investigation derived wastes; soil and groundwater investigation and groundwater monitoring report preparation and submittal for the Fleet operations Center located at 691 Ocean Street, Santa Cruz for the County of Santa Cruz General Services Department. The CONTRACTOR proposal, dated June 14, 2004 is hereby referenced and incorporated into this agreement as Attachment A.

2. COMPENSATION. In consideration for CONTRACTOR accomplishing said result, COUNTY agrees to pay CONTRACTOR as follows: Payment not to exceed \$38,438 processed for payment on a monthly basis, receipt of invoice, and approval of project manager.

3. TERM. The term of this contract shall be: July 1, 2004 to June 30, 2004.

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. 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 minimum compliance with all of the following insurance coverage(s) and requirements. Such insurance coverage shall be primary coverage as respects COUNTY and any insurance or self-insurance maintained by COUNTY shall be excess of CONTRACTOR'S insurance coverage and shall not contribute to it.

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

Handwritten mark

or otherwise provide evidence of insurance coverage from each subcontractor equivalent to that require _____ of CONTRACTOR in this Agreement, unless CONTRACTOR and COUNTY both initial here LD /—,

A. Types of Insurance and Minimum Limits

0153

(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 the 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 \$_____ combined single limit, if, and only if, this Subparagraph is initialed by CONTRACTOR and COUNTY _____/_____

B. Other Insurance Provisions

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

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

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

(3) All required insurance policies shall be endorsed to contain the following clause:
"This insurance shall not be canceled until after thirty (30) days prior written notice has been given to:

Santa Cruz County
General Services Department
Attn: Sue Dunleavy
701 Ocean Street, Room 330
Santa Cruz, CA 95060-4073

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(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:

Santa Cruz County
 General Services Department
 Attn: Sue Dunleavy
 701 Ocean Street, Room 330
 Santa Cruz, CA 95060-4073

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, sexual orientation, age (over 18), veteran status, gender, pregnancy, or any other non-merit factor unrelated to job duties. Such action shall include, but not be limited to, the following: recruitment; advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training (including apprenticeship), employment, upgrading, demotion, or transfer. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notice setting forth the 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, 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, the CONTRACTOR shall make a good faith effort to consider Minority/Women/Disabled Owned Business Enterprises in CONTRACTOR'S solicitation of goods and services. Definitions for Minority/Women/Disabled Business Enterprises are available from the COUNTY General Services Purchasing Division.

(2) 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.

(3) 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.

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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. NONASSIGNMENT. CONTRACTOR shall not assign the Agreement without the prior written consent of the COUNTY.

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

11. 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.

12. 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.

13. ATTACHMENTS. This Agreement includes the following attachments:

Attachment A, Time and Material Cost Estimate dated June 14, 2004.

14. 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, if item #14 above is initialed by the COUNTY. 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 Living Wage 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 workplace crime. Upon request by the COUNTY, the CONTRACTOR shall demonstrate to the COUNTY that good faith efforts have been made to comply with this provision.”

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

1. Remediation Risk Management Inc.

3. COUNTY OF SANTA CRUZ

By: [Signature]
SIGNED
DAVID A. REINISMA
PRINTED

By: [Signature]
SIGNED
W. Bar
PRINTED

Company Name: Remediation Risk Management Inc.

Address: 39 12 Portola Drive, Suite 8
Santa Cruz, Ca 95002

Telephone: 831-475-8141

Fax: 831.475.3249

Email: DAR@RRMSC.com

2. APPROVED AS TO INSURANCE:

4. APPROVED AS TO FORM:

[Signature]
Risk Management
6-21-04

[Signature]
County Counsel
County

DISTRIBUTION:

- General Services Department
- Auditor-Controller
- RRM Inc