

**GENERAL SERVICES**



**COUNTY OF SANTA CRUZ**

REVISED

61  
71

ADMINISTRATIVE CENTER  
(408) 454-2210  
ROY K. HOLMBERG  
DIRECTOR

701 OCEAN STREET, ROOM 330, SANTA CRUZ, CALIFORNIA 95060-4073  
TDD: (408) 454-2123 FAX: (408) 454-2710

**April 15, 1998**

**Agenda: April 28, 1998**

**Board of Supervisors  
County of Santa Cruz  
701 Ocean Street  
Santa Cruz, California. 95060**

**Replacement County Fire Station for Loma Prieta Community**

**Dear Members of the Board:**

As reported to your Board on April 14, 1998, County staff from Risk Management, Emergency Services, County Fire, Planning and County Counsel have been working on the plans for the replacement County Fire station which serves the Loma Prieta community. Preliminary meetings with Planning staff have identified the steps necessary for obtaining both necessary permits and required studies prior to beginning construction. At this time, the plans for obtaining the use permit have been submitted to the Planning Department following the completion of the grading plan.

As a critical element in developing the replacement County Fire station for the ~~the~~ Loma Prieta community, architectural design services and associated permit studies are essential for the project continuing on a timely path for beginning of construction this calendar year. To this purpose, General Services and County Fire staff are working with Teall Messer, Architect on establishing the project sequence.

Mr. Messer's services are outlined in the attached contract agreement, and include all identified phases of design, inclusive of technical subcontracts, and construction document preparation to date at a cost not to exceed \$42,000. Funding for the project, provided from the insurance company as an advance payment toward the replacement structure, is budgeted in Index 304110, Subobject 6610. Mr. Messer's work to date on County projects has been exemplary, and most importantly for this particular project, he has prior experience in designing fire stations within Santa Cruz County, including the current Bonny Doon project, as well as thorough familiarity with the California

#19



## GENERAL SERVICES



## COUNTY OF SANTA CRUZ

GOVERNMENTAL CENTER  
(408) 454-2210  
ROY K. HOLMBERG  
DIRECTOR

701 OCEAN STREET, ROOM 330, SANTA CRUZ, CALIFORNIA 95060-4073  
TDD: (408) 454-2123 FAX: (408) 454-2710

April 15, 1998

Agenda: April 28, 1998

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

**Replacement County Fire Station for Loma Prieta Community**

Dear Members of the Board:

As reported to your Board on April 14, 1998, County staff from Risk Management, Emergency Services, County Fire, Planning and County Counsel have been working on the plans for the replacement County Fire station which serves the Loma Prieta community. Preliminary meetings with Planning staff have identified the steps necessary for obtaining both necessary permits and required studies prior to beginning construction. At this time, the plans for obtaining the use permit have been submitted to the Planning Department following the completion of the grading plan.

As a critical element in developing the replacement County Fire station for the Bonny Doon community, architectural design services and associated permit studies are essential for the project continuing on a timely path for beginning of construction this calendar year. To this purpose, General Services and County Fire staff are working with Teall Messer, Architect on establishing the project sequence.

Mr. Messer's services are outlined in the attached contract agreement, and include all identified phases of design, inclusive, of technical subcontracts, and construction document preparation to date at a cost not to exceed \$42,000. Funding for the project, provided from the insurance company as an advance payment toward the replacement structure, is budgeted in Index 304110, Subobject 6610. Mr. Messer's work to date on County projects has been exemplary, and most importantly for this particular project, he has prior experience in designing fire stations within Santa Cruz County, including the current Bonny Doon project, as well as thorough familiarity with the California

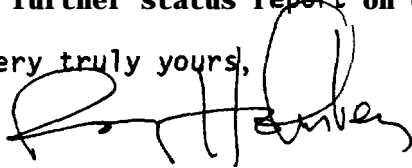
page two/Agenda: April 28, 1998  
County Fire Station in Loma Prieta Community

Essential Services Building Act requirements. Staff are fully confident in his capabilities for delivering a functional replacement building that will see many years of service.

It is therefore recommended that your Board:

1. Accept status report on development of the County Fire station located in the Loma Prieta community;
2. Approve contract with Teal1 Messer, Architect for architectural services related to the replacement County Fire station serving the Loma Prieta community and authorize the General Services Deputy Director to execute the agreement in an amount not to exceed \$42,000; and
3. Direct the General Services staff to return to your Board with a further status report on or before June 16, 1998.

Very truly yours,



Roy K. Holmberg  
General Services Director

RKH/NCG

RECOMMENDED:



SUSAN A. MAURIELLO  
County Administrative Officer

Attachments:

- (1) ADM 29 and agreement

cc: County Fire Chief Steve Wert  
Auditor-Controller  
County Counsel  
Teal1 Messer

COUNTY OF SANTA CRUZ  
REQUEST FOR APPROVAL OF AGREEMENT

Board of Supervisors  
County Administrative Officer  
County Treasurer  
County Controller

FROM: General Services Department (Dept.)  
 (Signature) 04/20/98 (Date)

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

Agreement is between the County of Santa Cruz (Agency)

Teal Messer Architect, 3833 Glen Haven Rd., Soquel, CA 95073 (Name & Address)

Agreement will provide architectural services for the rebuilding of the Loma Prieta Fire Station.

Agreement is needed to encumber funds for the above services.

Term of the agreement is from April 28, 1998 to June 30, 1998

Estimated cost is \$ 42,000 (Fixed amount; Monthly rate; Not to exceed)

Include on continuing agreements list

Appropriations are budgeted in 304110 (Index#) 6610 (Subobject)

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

Appropriations are are available and will be encumbered.

Contract No. 71627 Date 4/27/98

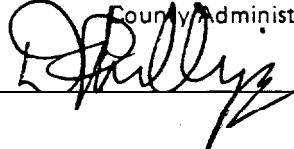
GARY A. KNUTSON, Auditor - Controller

By Patricia Ward Deputy.

Agreement reviewed and approved. It is recommended that the Board of Supervisors approve the agreement and authorize the Deputy Director of General Services to execute the same on behalf of the Board of Supervisors

(Agency).

5: (Analyst)

County Administrative Officer  
By  Date 4/27/98

Agreement approved as to form. Date

Color coding:  
of Supv. - White  
for Controller - Blue  
County Treasurer - Green  
County Administrative Officer - Canary  
County Controller - Pink  
Initiating Dept. - Goldenrod

Orig. Dept. if rejected.

State of California )  
County of Santa Cruz ) ss

I, Patricia Ward ex-officio Clerk of the Board of Supervisors of the County of Santa Cruz,  
Slate of California, do hereby certify that the foregoing request for approval of agreement was approved by  
said Board of Supervisors as recommended by the County Administrative Officer by an order duly entered  
in the minutes of said Board on

19

By Patricia Ward Deputy Clerk

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

INDEPENDENT CONTRACTOR AGREEMENT

THIS CONTRACT is entered into this 28th day of April, 1998, by and between the COUNTY OF SANTA CRUZ, hereinafter called COUNTY, and Teall Messer, hereinafter called CONTRACTOR. The parties agree as follows:

1. DUTIES. CONTRACTOR agrees to exercise special skill to accomplish the following result: provide architectural services for the rebuilding of the Loma Prieta Fire Station per attached proposal dated April 16, 1998.

2. COMPENSATION. In consideration for CONTRACTOR accomplishing said result, COUNTY agrees to pay CONTRACTOR as follows: Project not to exceed the total sum of \$42,000, with progress payments processed for payment monthly upon receipt of invoice and approval of project manager.

3. TERM. The term of this contract shall be: April 28, 1998 through September 1, 1998.

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).

19

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 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 \$\_\_\_\_\_ 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: Beth Dunn / Loma Prieta Fire Station  
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 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: Beth Dunn / Loma Prieta Fire Station  
701 Ocean Street, Room 330  
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, sex, sexual orientation, age (over 40), 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, 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, sex, sexual orientation, age (over 40), veteran status or any other non-merit factor unrelated to job duties. In addition, the CONTRACTOR shall make a good faith effort to consider Minority/Women/Disabled Owned Business Enterprises in CONTRACTOR's solicitation of goods and services. Definitions for Minority/Women/Disabled Business Enterprises are available from the COUNTY General Services Purchasing Division.

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

(3) In the event of the 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. NONASSIGNMENT. CONTRACTOR shall not assign this Agreement without the prior written consent of the COUNTY.

10. 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.

11. 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.

12. ATTACHMENTS This Agreement includes the following attachments:  
Attachment A - Proposal letter dated April 16, 1998.

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

1. Teall Messer, Architect

4. COUNTY OF SANTA CRUZ

By:

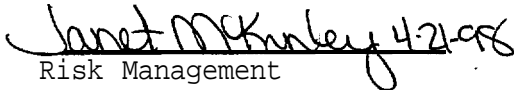


By:


Address: 3833 Glen Haven Rd.  
Soquel, CA 95073

Telephone: 408/462-4721  
Fax: 408/462-9343

2. APPROVED AS TO INSURANCE:

  
Risk Management

3. APPROVED AS TO FORM:

By:   
County Counsel

DISTRIBUTION: County Administrative Office  
Auditor-Controller  
County Counsel  
Risk Management  
Teall Messer, Architect



16 April 1998

Nancy Carr Gordon  
General Services  
701 Ocean Street Room 330  
Santa Cruz, CA 95060

**TEALL MESSER  
ARCHITECT**

3833 GLEN HAVEN RD.  
SOQUEL CALIF. 95073  
408 4624721  
FAX 462 9343

Subj: Loma Prieta Volunteer Fire Department Station

Dear Nancy:

I am pleased to propose architectural services for the rebuilding of the Loma Prieta Fire Station. I live in Soquel and remember the Loma Prieta fire.

The project will have three phases. The first is resolving any site development issues and securing a planning permit. The second will include developing documents for building permit and bidding purposes. The third is bidding the construction work.

My project team will consist of a civil engineer for site engineering design. The extensive site preparation work that the geotechnical investigation is requiring will require careful design to control costs. A landscape architect is required and included to develop a preliminary landscape design. I have included amounts for submitting and processing the planning permit and taking it to hearing

The septic system is being expanded which will require a sanitarian to design the system and possibly do some testing. I have also assumed the existing water service is adequate and that the questions of legal commitment to serve will be resolved. On site water storage and a fire pump will therefore not be required. I expect that power at the pole across the street, which will be undergrounded, is adequate for project needs. .

I am assuming that the building and site plan will be the one Guy Duenes for Loma Prieta Fire has developed and provided or a very similar one. On my first look it appears to meet both Code and normal fire station programmatic requirements as I understand them. I have not included any amounts for re-doing the plan or re-programming the design.

We will produce preliminary plans, drawings and support documentation as appropriate to the planning permit application.

The construction documents phase should be fairly straight forward. We will work to essential building standards as they apply and any applicable fire station regulations. The building will

meet applicable current building codes. The metal shell will be a pre-engineered system. I have a structural engineer who will design a foundation system for the pre-engineered structure so it can be bid through the public process. I will use the services of structural and mechanical engineers to design the structural, plumbing and ventilation work. An electrical engineer will be needed for the building and site power supply.

We will produce a construction documents package including plans and specifications appropriate to submitting for a building permit and for bidding through the normal County procedures. I will also provide a cost estimate of the work at that point.

We will conduct and provide support for the bidding. Gary Denues has been in contact with several pre-engineered building contractors who, along with two I know, should give us a good range of bids. I am assuming your office's staff will prepare the County bid packages.

No services are proposed for the construction phase under this proposal. My professional liability insurance policy requires that I provide normal observation of the construction phase work so this proposal presumes and requires that we will negotiate those services at the appropriate time.

The fees for the above are as below. These include the services of the sub-consultants listed above. They are proposed as not-to-exceed amounts or percentage of completion, based on the attached hourly rate and sub-consultant schedule. Excluded from the fee schedule are services for the following items of work which are not anticipated as being necessary at this time. Should these services become needed we will negotiate separate fees for the additional work.

1. Environmental impact consultants
2. Legal services
3. Boundary surveying
4. Geological or geotechnical engineering services

Fees

Preliminary design	\$12,000
Construction and bidding documents	\$28,000
Bidding	\$2,000
Total	\$42,000

Thank you for the opportunity to propose our services on this project. I look forward to working with you on it and am prepared to move forward immediately.

Respectfully yours,

A handwritten signature in black ink, appearing to read 'T. R. Messer', with a long horizontal flourish extending to the right.

Teall R. Messer  
Architect

Enclosure

Sumfire\proposl

## **Loma Prieta Volunteer Fire Department Station**

### **Hourly Rate and Sub Consultant Schedule**

16 April 98

The sub consultants with no hourly rate will be billed as percentage of completion. The sub-consultants with an hourly rate will be billed at the hourly rate against the amounts as **not-to-exceed** totals. All of the sub-consultant amounts are included in the project total and are not in addition to it.

		Totals
Architect, T. Messer	\$75 per hour	
Structural engineer, P. Boyce	\$95 per hour	\$2,000
Mechanical engineer, J. Gilcrest	\$85 per hour	\$4,000
Landscape architect, T. Scherer	\$75 per hour	\$2,700
Civil engineering, surveying, Mid Coast Engineering		\$5,400
Electrical engineering, Prime Design		\$5,600
Sanitarian, Peter Haase		\$2,400