

County of Santa Cruz

DEPARTMENT OF PUBLIC WORKS

701 OCEAN STREET, ROOM 410, SANTA CRUZ, CA 95060
(631) 454-2160 FAX (631) 454-2385 TDD (831) 454.2123

JOHN A. FANTHAM
DIRECTOR OF PUBLIC WORKS

AGENDA: JUNE 22, 1999

June 11, 1999

SANTA CRUZ COUNTY BOARD OF SUPERVISORS

701 Ocean Street
Santa Cruz, California 95060

SUBJECT: GENERAL ENGINEERING AND CONTRACT OVERSIGHT SERVICES
CONTRACT OF VARIOUS COUNTY PROJECTS BY FAYE BERNSTEIN &
ASSOCIATES

Members of the Board:

In an effort to assist with administering several critical, ongoing infrastructure improvement projects this next fiscal year, we are requesting your Board's authorization to hire Faye Bernstein and Associates (FBA) of Santa Cruz for this purpose. Their new principal engineer, Ms. Patrice Johnson, is very familiar with these particular projects having previously served as our project manager on each of these jobs. The projects, which we are requesting FBA's assistance with, are the Amesti Road Dewatering and Road Stabilization Project, the Browns Valley Road Bridge Reconstruction Project on Corralitos Creek, and our next group of Bridge Seismic Retrofit projects, which Public Works anticipates will be completed this next fiscal year.

The contract before the Board is for a not-to-exceed amount of \$30,000. Funding for these services is available in the approved 1998/99 Road Program using monies provided in part by the Office of Emergency Services for the Amesti Road studies and from the California Department of Transportation for design and construction of the Browns Valley Road Bridge and for the oversight of the Bridge Seismic Retrofit Program.

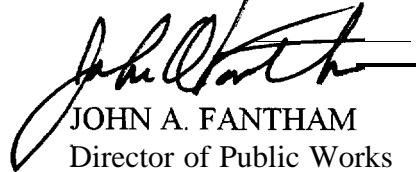
SANTA CRUZ COUNTY BOARD OF SUPERVISORS

Page -2-

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

1. Approve the attached Independent Contractor Agreement with Faye Bernstein and Associates for engineering services on the Amesti Road Dewatering Program, the Browns Valley Bridge Reconstruction Project and the Bridge Seismic Retrofit Program for a not-to-exceed amount of \$30,000.
2. Authorize the Director of Public Works to sign the contract on behalf of the County.

Yours truly, /

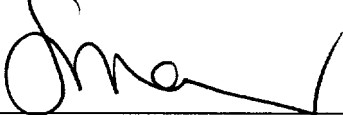


JOHN A. FANTHAM
Director of Public Works

WBW:mg

Attachments

RECOMMENDED FOR APPROVAL,:



County Administrative Officer

copy to: Patrice Johnson, Faye Bernstein and Associates
Public Works (Fiscal and Road Engineering)

PTJM

COUNTY OF SANTA CRUZ
REQUEST FOR APPROVAL OF AGREEMENT

0000413

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

FROM:

PUBLIC WORKS

(Dept.)

(Signature)

6/14/99

(Date)

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

1. Said agreement is between the COUNTY OF SANTA CRUZ (Agency)
FAYE BERNSTEIN AND ASSOCIATES
and 1000 41ST AVENUE, SUITE 2, SANTA CRUZ, CA 95062 (Name & Address)

2. The agreement will provide FOR CONSULTING AND ENGINEERING OVERSIGHT SERVICES FOR THE
AMESTI ROAD DEWATERING PROJECT. BROWNS VALLEY ROAD BRIDGE, AND THE SEISMIC
RETROFIT PROJECT

3. The agreement is needed BECAUSE THE WORK CAN BE PERFORMED MOST EXPEDITIOUSLY AND
ECONOMICALLY BY CONTRACT

4. Period of the agreement is from AWARD OF CONTRACT to JUNE 30, 1999

5. Anticipated cost is \$30,000 (Fixed amount; Monthly rate; Not to exceed)

6. Remarks: CONTRACT \$30,000; OVERHEAD (7%) \$2,100; TOTAL \$32,100

June 22, 1999 Agenda

!40208

7. Appropriations are budgeted in 621100 !~~40208~~ 3665! \$5,000 (Index#) 3590 (Subobject)
621100 !40236 3665! 12,500
621198 !70761 3665! 12,500

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

Appropriation available and have been encumbered. a c t No. C081860 Date 6/15/99
are not will be

GAIRY A. KNUTSON, Auditor - Controller

BY Ronald J. Silva Deputy.

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

Remarks: _____ (Analyst) B y [Signature] a _____ t _____ e _____

Agreement approved as to form. Date _____

WBW:mcg

Distribution:

- Bd. of Supv. - White
- Auditor-Controller - Blue
- County Counsel - Green
- Co. Admin. Officer - Canary
- Auditor-Controller - Pink
- Originating Dept. - Goldenrod

To Orig. Dept. if rejected.

State of California)
County of Santa Cruz) ss

I _____ ex-officio Clerk of the Board of Supervisors of the County of Santa Cruz,
State of California, do hereby certify that the foregoing request for approval of agreement was approved by
said Board of Supervisors as recommended by the County Administrative Officer by an order duly entered
in the minutes of said Board on _____ 19 _____ By _____ Deputy Clerk

45

Contract No. _____

INDEPENDENT CONTRACTOR AGREEMENT

THIS CONTRACT is entered into this 22nd day of June 1999, 1999, by Faye ~~Bernstein~~ and Associates and between the COUNTY OF SANTA CRUZ, hereinafter called COUNTY, and hereinafter called CONTRACTOR. The parties agree as follows:

1. DUTIES. CONTRACTOR agrees to exercise special skill to accomplish the following Result: Consulting Oversight of Various County Projects as Denoted in the Attached Faye ~~Bernstein~~ Associates Proposal Dated June 21, 1999.

2. COMPENSATION. In consideration for CONTRACTOR accomplishing said result, COUNTY agrees to pay CONTRACTOR as follows: At the Hourly Rate for Ms. Patrice Johnson Within this Contract for a Not-to-exceed Amount of \$30,000.00.

3. TERM. The term of this contract shall Be: Until Project Completion.

4. EARLY TERMINATION. Either party hereto may terminate this contract at any time by giving 30 days written notice to the other party.

5. INDEMNIFICATION FOR DAMAGES. TAXES AND CONTRIBUTIONS. CONTRACTOR shall exonerate, indemnify, defend, and hold harmless COUNTY (which for the purpose of paragraphs 5 and 6 shall include, without limitation, its officers, agents, employees and volunteers) from and against:

A. Any and all claims, demands, losses, damages, defense costs, or liability of any kind or nature which COUNTY may sustain or incur or which may be imposed upon it for injury to or death of persons, or damage to property as a result of, arising out of, or in any manner connected with the CONTRACTOR'S performance under the terms of this Agreement, excepting any liability arising out of the sole negligence of the COUNTY. Such indemnification includes any damage to the person(s), or **property(ies)** of CONTRACTOR and third persons.

B. Any and all Federal, State and Local taxes, charges, fees, or contributions required to be paid with respect to CONTRACTOR and CONTRACTORS officers, employees and agents engaged in the performance of this Agreement (including, without limitation, unemployment insurance, social security and payroll tax withholding).

6. INSURANCE. CONTRACTOR at its sole cost and expense, for the full term of this Agreement (and any extensions thereof), shall obtain and maintain at a minimum compliance with all of the following insurance coverage(s) and requirements. Such insurance coverage shall be primary coverage as respects COUNTY and any insurance or self-insurance maintained by County shall be excess of CONTRACTOR'S insurance coverage and shall not contribute to it.

If CONTRACTOR utilizes one or more subcontractors in the performance of this Agreement, CONTRACTOR shall obtain and maintain Independent Contractor's Insurance as to each subcontractor or otherwise provide evidence of insurance coverage for each subcontractor equivalent to that required of CONTRACTOR in this Agreement, unless CONTRACTOR and COUNTY both initial here ____/____.

A. Types of Insurance and Minimum Limits

(1) Worker's Compensation in the minimum statutorily required coverage amounts. This insurance coverage shall not be required if the CONTRACTOR has no employees and certifies to this fact by initialing here _____

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

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

(4) Professional Liability Insurance in the minimum amount of \$1,000,000.00 combined single limit, if, and only if, this Subparagraph is initialed by CONTRACTOR and COUNTY. PTJ / MB

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:

Bill Williamson
Senior Design Engineer
County of Santa Cruz
Department of Public Works
70 1 Ocean Street, Room 4 10
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:

Bill Williamson
Senior Design Engineer
County of Santa Cruz
Department of Public Works
70 1 Ocean Street, Room 4 10
Santa Cruz, ca 95060

7. EQUAL EMPLOYMENT OPPORTUNITY. During and in relation to the performance of this Agreement, CONTRACTOR agrees as follows:

A. The CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, color, religion, national origin, ancestry, physical or mental disability, medical condition (cancer related), marital status, pregnancy, sex, sexual orientation, age (over 18), veteran status or any other non-merit factor unrelated to job duties. Such action shall include, but not be limited to the following: recruitment; advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training (including apprenticeship), employment, upgrading, demotion, transfer. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notice setting forth the provisions of this non-discrimination clause.

B. If this Agreement provides compensation in excess of \$50,000 to CONTRACTOR and if CONTRACTOR employs fifteen (15) or more employees, the following requirements shall apply:

(1) The CONTRACTOR shall, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, ancestry, physical or mental disability, medical condition (cancer related), marital status, pregnancy, sex, sexual orientation, age (over 18), veteran status, or any other non-merit factor 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 CONTRACTORS non-compliance with the non-discrimination clauses of this Agreement or with any of the said rules, regulations, or orders said CONTRACTOR may be declared ineligible for further agreements with the COUNTY.

(4) The CONTRACTOR shall cause the foregoing provisions of this Subparagraph 7B. to be inserted in all subcontracts for any work covered under this Agreement by a subcontractor compensated more than \$50,000 and employing more than fifteen (15) employees, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

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

PRINCIPAL TEST: The CONTRACTOR rather than COUNTY has the right to control the manner and means of accomplishing the result contracted for.

SECONDARY FACTORS: (a) The extent of control which, by agreement, COUNTY may exercise over the details of the work is slight rather than substantial; (b) CONTRACTOR is engaged in a distinct occupation or business; (c) In the locality, the work to be done by CONTRACTOR is usually done by a specialist without supervision, rather than under the direction of an employer; (d) the skill required in the particular occupation is substantial rather than slight; (e) The CONTRACTOR rather than the COUNTY supplies the instrumentalities, tools and work place; (f) The length of time for which CONTRACTOR is engaged is of limited duration rather than indefinite; (g) The method of payment of CONTRACTOR is by the job rather than by the time; (h) The work is part of a special or permissive activity, program, or project, rather than part of the regular business of COUNTY; (i) CONTRACTOR and COUNTY believe they are creating an independent contractor relationship rather than an employer-employee relationship; and (j) The COUNTY conducts public business.

It is recognized that it is not necessary that all secondary factors support creation of an independent contractor relationship, but rather that overall there are significant secondary factors which indicate that CONTRACTOR is an independent contractor.

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

9. CONTRACTOR represents that its operations are in compliance with applicable County planning, environmental and other laws or regulations.

10. CONTRACTOR is responsible to pay prevailing wages and maintain records as required by Labor Code Section 1770 and following.

11. NONASSIGNMENT. CONTRACTOR shall not assign this agreement without the prior written consent of the COUNTY.

12. RETENTION AND AUDIT OF RECORDS. CONTRACTOR shall retain records pertinent to this Agreement for a period of not less than five (5) years after final payment under this Agreement or until a final audit report is accepted by COUNTY, whichever occurs first. CONTRACTOR hereby agrees to be subject to the examination and audit by the Santa Cruz County Auditor-Controller, the Auditor General of the State of California, or the designee of either for a period of five (5) years after final payment under this Agreement.

13. PRESENTATION OF CLAIMS. Presentation and processing of any or all claims arising out of or related to this Agreement shall be made in accordance with the provisions contained in Chapter 1.05 of the Santa Cruz County Code, which by this reference is incorporated herein.

14. ATTACHMENTS. This Agreement includes the following attachments: Fay Berstein and Associates Proposed Dated June 21, 1999, for Consulting Oversight of Various County Projects.

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

COUNTY OF SANTA CRUZ
By: _____
Director of Public Works

CONTRACTOR
By: Patrice T. Johnson
Patrice T. Johnson
Faye Bernstein and
Associates

Address: 1000 41st Avenue, Suite 2
Santa Cruz, CA 95062

Telephone: (83 1) 465-9595

APPROVED AS TO FORM:
By: [Signature] 6/15/99
Chief Assistant County Counsel

DISTRIBUTION: Auditor-Controller
Contractor
Public Works

June 21, 1999

Mr. John A. Fantham
Santa Cruz County Public Works Department
701 Ocean Street, Room 410
Santa Cruz, California 95060

Subject: **Proposal for Engineering Services for Various Public Works Projects**

Dear Mr. Fantham,

Faye Bernstein & Associates (FBA) is pleased to submit our proposal for Engineering Consulting Services for Amesti Road De-Watering, Browns Valley Road Bridge Replacement, and the Seismic Retrofit of County Bridges.

ENGINEERING SERVICES

The County has three on-going projects that FBA is proposing to provide engineering oversight services during the design phase of the projects. Listed below are the projects and the services FBA is prepared to provide the County:

A. Browns Valley Road Bridge Replacement

1. Review of plans, specifications, and estimates prepared by Martin and Kane. FBA shall provide the County a list of comments and/or corrections to be made to the documents.
2. Review of Environmental Mitigation Plan for compliance with permits
3. Preparation of CALTRANS documentation required for funding reimbursement

B. Amesti Road De-Watering Project

1. Review of reports and recommendations provided by EMCON
2. Meet with County officials to discuss the study's findings and recommendations

■ 1000 41st Avenue
Suite 2
Santa Cruz, CA 95062
(831) 465-9595
(831) 465-7688 fax

□ 75 Broadway Street
Suite 205
San Francisco, CA 94111
(415) 397-3193
(415) 397-5219 fax

□ 388 9th Street
Suite 254
Oakland, CA 94607
(510) 893-3904
(510) 451-7949 fax

3. Review the Scope of Work proposed by EMCON for Phase II and Phase III of their contract with the County. Provide the County with comments concerning proposal
- C. Seismic Retrofit of County Bridges
1. Review plans, specifications and estimates prepared by the bridge design engineers
 2. Review environmental documents prepared by County's consultant and prepare required documentation for Categorical Exclusion

COMPENSATION

FBA proposes to do the above-described work for an hourly fee of \$125.00, the sub-total for each project broken down as follows:

Project	Hours	Fee
Browns Valley Bridge Replacement	100	\$ 12,500.00
Amesti Road De-Watering Project	100	\$ 12,500.00
Seismic Retrofit of Local Bridges	40	\$ 5,000.00
	Total Fee	\$ 30,000.00

We look forward to working with the County on these projects.

Sincerely,

FAYE BERNSTEIN & ASSOCIATES



Patrice T. Johnson, P.E.
Senior Engineering Manager



BILLING RATES 1999*

<i>Principal</i>	\$	125.00
<i>Project Manager</i>	\$	100.00
<i>Project Engineer</i>	\$	85.00
<i>junior Engineer</i>	\$	65.00
<i>CAD D Manager</i>	\$	75.00
<i>CADD Operator</i>	\$	60.00

* Please allow for 5% escalation for each year for the billing. rates starting from 2000