

# County of Santa Cruz

#### **DEPARTMENT OF PUBLIC WORKS**

701 OCEAN STREET, ROOM 410, SANTA CRUZ, CA 950604070 (831) 454-2160 FAX (831) 454-2385 TDD (831) 454-2123

AGENDA: August 3, 1999

July 26, 1999

SANTA CRUZ COUNTY BOARD OF SUPERVISORS

101 Ocean Street

Santa Cruz, California 95060

**SUB**JECT: GRAHAM HILL ROAD IMPROVEMENT PROJECT - NO. RPSTPL-5936 (033)

ROARING CAMP ROAD TO EXISTING CLIMBING LANE INITIAL STUDY/ENVIRONMENTAL ASSESSMENT REPORT

Members of the Board:

On June 22, 1999, your Board approved Public Works' submittal of a request for proposals (RFPs) to three central California environmental consulting firms to prepare an Initial Study/Environmental Assessment (IS/EA) for the subject project. Public Works received a single proposal from the firm of Brady/LSA Associates, of Berkeley, California.

Presented herewith for your Board's consideration and approval is the proposed independent Contractor Agreement between the County and Brady/LSA Associates for preparation of the IS/EA report. The agreement calls for Brady/LSA Associates to make a comprehensive assessment of all pertinent environmental issues regarding the Graham Hill Road Improvement Project as set forth in National Environmental Protection Act, California Environmental Quality Act and County Planning Department Environmental Review Guidelines, and to prepare a final IS/EA document that complies with all applicable federal, state and local statutes, The fee amount in the agreement for Brady/LSA's consulting services is not-to-exceed \$93,503.00. Funding for this work is made available from State Transportation Improvement Program (STIP) funds included in the \$999/2000 Road Program approved by your Board.

Brady/LSA Associates has completed many environmental documents for both private companies and public agencies, including several projects within Santa Cruz County, and is well qualified to undertake the Graham Hill Road project. The work planned by the firm's environmental evaluation of the traffic safety related improvements to the lower portion of Graham Hill Road will be very comprehensive.

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

- 1. Approve the attached Independent Contractor Agreement with the environmental consulting firm of **Brady/LSA** Associates of Berkeley, California for services to prepare a final Initial Study/Environmental Assessment for the Graham Hill Road Improvement Project for a not-to-exceed amount of \$93,503.00.
- 2. Authorize the Director of Public Works to sign the agreement on behalf of the County.

Yours truly,

JOHN A. FANTHAM

Director of Public Works

**CIV**:rw

Attachments

RECOMMENDED FOR APPROVAL:

**County** Administrative Officer

Copy to: Brady/LSA Associates

Bill Tyler, Caltrans Local Assistance

Debbie Hale, Santa Cruz County Regional Transportation Commission

**Public Works** 

Contract No.

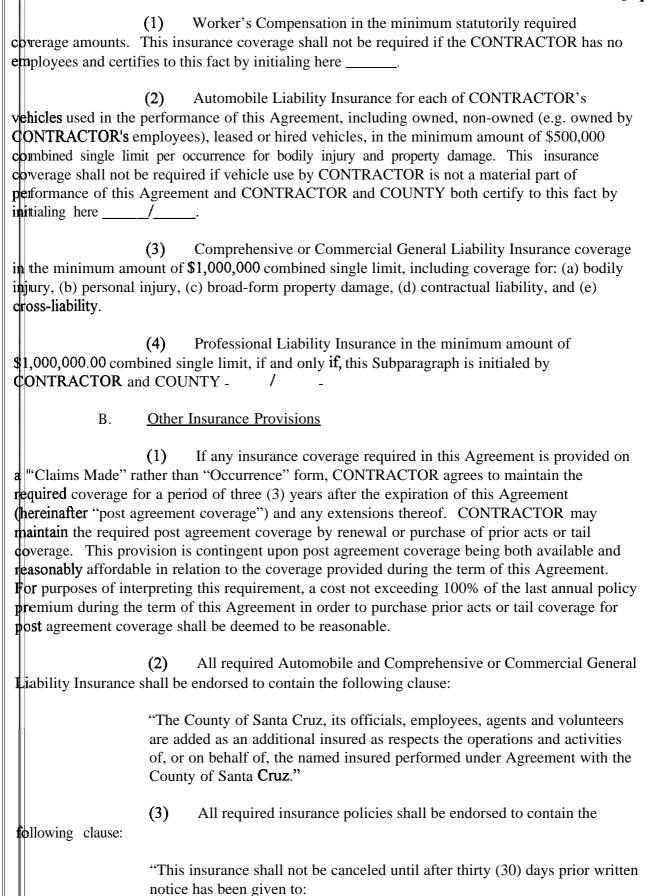
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# INDEPENDENT CONTRACTOR AGREEMENT

THIS CONTRACT is entered into this \_\_\_\_\_ day of\_\_\_\_ \_, by and between the COUNTY OF SANTA CRUZ, hereinafter called COUNTY, and **BRADY/LSA** ASSOCIATES hereinafter called CONTRACTOR. The parties agree as follows:

- 1. **DUNIER** ACTOR agrees to exercise special **skill** to accomplish the **followin**g result: prepare a **final** Initial Study/Environmental Assessment (IS/EA) for the Graham Hill Road Improvement Project as set forth in the attached proposal,' attachment No. 1.
- COMPENSATION. In consideration for CONTRACTOR accomplishing said result, COUNTY agrees to pay CONTRACTOR as follows: Fee based on hourly rates, not-toexceed \$93,503 See Attachment No. 2 for fee schedule.
  - 3. **TERM.** The term of this contract shall be: **from** Board approval to **June 30**, 2000.
- EARLY **TERMINATION**, Either party hereto may terminate this contract at any time by giving 30 days written notice to the other party,
- **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:
- Any and all claims, demands, losses, damages, defense costs, or liability of ary 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 this Agreement, or one excepting any liability arising out of the sole negligence of the COUNTY. Such indemnification of includes any damage to the personal arrange to the personal arran includes any damage to the person(s), or property(ies) of CONTRACTOR and third persons.
- В. 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).
- **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 / .



Bill Williamson County of Santa Cruz Department of Public Works 70 1 Ocean Street, Room 410 Santa Cruz, CA 95060

(4) CONTRACTOR agrees to provide its insurance broker(s) with a full copy of these insurance provisions and provide COUNTY on or before the effective date of this Agreement with Certificates of Insurance for all required coverages. All Certificates of Insurance shall be delivered or sent to:

Bill Williamson County of Santa Cruz Department of Public Works 70 1 Ocean Street, Room 4 10 Santa Cruz, CA 95060

- 7. <u>EOUAL EMPLOYMENT OPPORTUNITY.</u> 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.

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- (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. <u>CONTRACTOR</u> represents that its operations are in compliance with applicable **Co**unty planning, environmental and other laws or regulations.
- 10. <u>CONTRACTOR</u> is responsible to pay prevailing wages and maintain records as required by Labor Code Section 1770 and following.
- 11. <u>NONASSIGNMENT.</u> CONTRACTOR shall not assign this agreement without the **prior** written consent of the COUNTY.

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- 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
- 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.

**des**ignee of either for a **period** of five (5) years after final payment under this Agreement.

14. <u>ATTACHMENTS</u>. This Agreement includes the following attachments: Proposal, Attachment No. 1 and fee schedule Attachment No. 2.

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

COUNTY OF SANTA CRUZ

CONTRACTOR

BRADY/LSA ASSOCIATES

Director of **Public Works** 

Address: 2215 - 5th Street

Berkeley, CA 94710

APPROVED AS TO FORM:

Telephone: (5 10) 540-733 1

Chief Assistant County Counsel

**DISTRIBUTION**: Auditor-Controller

Contractor
Public Works

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	SHOULD ANY OF THE ABOVEDESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO											
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Dept. of Public Works						<del>OR NEPRI</del>	<del>esentatives</del> .					
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### Additional Insured

Owners, Lessees or Contractors (Form B) CG 20 10 11-85

**Policy** Amendment-General Liability

INSURED:

LSA Associates, Inc.

INSURANCE CARRIER:

Fireman's Fund Insurance Company

POLICY NUMBER:

MZX80712351

PRODUCER:

Dealey, **Renton** & Associates, Inc..

POLICY EFFECTIVE DATE:

9/30/98

## Schedule

Name of Person or Organization:

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.

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of your work for that insured by or for you.

# COMMERCIAL GENERAL LIABILITY COVERAGE FORM - CG0001 (11/88)

Primary Coverage: Per Section IV Commercial General Liability Conditions - Section 4, Other Insurance.

**Cross** Liability Clause: Per Section IV Commercial General Liability Conditions - Section 7, Separation of Insureds.

Waiver of Subrogation; Per Section IV Commercial General Liability Conditions - Section 8, Transfer of Rights of Recovery Against Others to Company.

Notice of Cancellation: It is understood and agreed that in the event of cancellation of the Policy for any reason other than non-payment of premium, 30 days written notice will be sent to the certificate holder by mail. In the event the policy is canceled for non-payment of premium, 10 days written notice will be sent to the above.

Authorized Representative

Issue Date: 7/26/99

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Named Insured:

LSA Associates, Inc.

Policy Number:

MZX80712351

Policy Term:

9/30/98 to 9/30/99

Insurance Company:

Fireman's Fund Insurance Company

THIS ENDORSEMENT **CHANGES** THE POLICY. PLEASE READ IT **CAREFULLY** 

## ADDITIONAL INSURED ENDORSEMENT

**BUSINESS** AUTO COVERAGE

It is agreed that the person or organization named below is an Insured but only as provided by Item 1.c WHO IS AN INSURED under Section II-LIABILITY COVERAGE on BUSINESS AUTOCOVERAGE FORM CA 0001(1/87), but only to the extent that claims result from the acts or failures to act of the Named Insured.

Name of Person or Organization (Additional Insured)

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.

Primary Coverage: Per Section IV Business Auto Conditions - Section B General Conditions, No.5 - Other Insurance

**Cross** Liability Clause: Per Section V Business Auto Definitions - Section D Definition of Insured.

Waiter of Subrogation: Per Section IV Business Auto Conditions - Section A Loss Conditions, Solutions - Transfer of Rights of Recovery Against Others to Us.

Notice of Cancellation (per IL0017 (11/85), A Cancellation); It is understood and agreed that in the event of cancellation of the Policy for any reason other than non-payment of premium, 30 days written notice will be sent to the certificate holder by mail. In the event the policy is canceled for non-payment of premium, 10 days written note will be sent to the above.

DEALEY, RENTON & ASSOCIATES

Authorized Representative

Issued Date: 7/26/99

ID:5102363480

PAGE

BRADY • LSA

PLANNERS AND LANDSCAPE ARCHITECTS

2215 FIFTH STREET

BERKELEY, CALIFORNIA \$4710

510.540-7331 510.540-7344 FAX

## MEMORANDUM

**~351** 

DATE

July 26, 1999

VIA: T FAX (pages total)

S OVERNIGHT MAIL US MAIL

TQ:

Compton (Kim) Vester

FROM RE: Amy Skewes-Cox

Graham Hill Road Improvement Project IS/EA Contract

Attached is the revised bud-get table for the Graham Hill Road Improvement Project IS/EA (in the same format as included in our original proposal) to show the revised budget of \$93,503. We are also including a signed contract, with the understanding that your office will fill in the contract amount and assemble the attachments (e-g., scope of work).

We will have the insurance company fix the insurance forms co your office on 7/27. Today, we will fax the forms so that you can see if they are the ones you need. We are also enclosing a schedule of which gives the range of rates for specific job categories and direct expense charges. Specific toutly rates for individuals working on the project axe shown in the attached table.

If you need anything else, please let me know. We look forward to working with your office on this challenging project

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#### Table I COST ESTIMATE GRAHAM HILL ROAD IMPROVEMENT PROJECT IS/EA

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A	Project Initiation		,						·		
٦	1. Start Up Meeting and Site Visit	4 !	8	8						20	\$2,000
-	2. Data Gathering/Review		4	16						20	\$1,440
H	3. Project Description	I	8	3				6	2	20	\$1,730
H	4. Work Program Rohnsment	1	6					Li		7	\$860
B	Administrative IS/EA										
F	1 Land Use/Planning	. 1	. 4	24				8	4	41	\$2,740
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	4. Public Health and Safety	· 1	3			24		2	3	33	\$3,070
$\vdash$	5. Geology, Soils and Scienticity	i	3			20			2	26	52,520
H	6. Hydrology and Water Quality	I	3			24			3	31	\$7,960
	7. Biological Res. (see BRG below)	1	6						3	10	\$1,040
-	8. Air Quality	1	4		35				2	42	54,940
	9 Noise	7	4		35		1		2	4,2	\$4,940
H	10. Cultural Resources	1	5	1			28		2	37	\$3,640
$\vdash$	11 Public Services/Utilities	î	3	8					3	15	\$1,160
$\vdash$	12. Housing	1	2	6	·				2	- 11	\$860
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+	15. Alternatives Consid. But Rejected	i	4				1		2	6	\$600
H	Draft IS/EA										
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Н	Public Hrg. and Staff Meetings		26	<del> </del>			1		2	28	\$3,240
-	Project Management	6	32	10						48	55,280
11	HOURS SUBTOTAL	40	196	205	70	668			74	729	
Н	SUBTOTAL: I SALABOR COST	\$5,600	\$23,520	\$12,300	\$8,400	\$6,460	\$2,660	\$2,640	54,440		\$66,020
	3000			DECEMBER OF STREET							
	Deliveres										\$200
H	Travel (7 trips x 190 miles @ 0.31/mile)										5418
H	Mars. plans, reports and noise monitoring costs	-									\$2,200
H	Discountable products									\$100	
H	Report reproduction (assumes 4 copies of 150-page IS/EA Admin. (Draft and Final) copies and 50 copies of Draft and Final IS/EA)									\$2,950	
H	Compunications									\$150	
H	Direct Cost Handling Pee (10%)									\$602	
H	Subtotal Brady/LSA Direct Costs and Expenses									\$6,620	
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1	Korre Engineers, Inc. Traffic/Circulation     Environmental Vision Visual Simulations								\$5,56		
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•	CONTRACT TOTAL										\$93,50

### NOTES:

- RM: Rob McCann, Principal in Charge ASC Anny Skewes Cox, Project Manager
- VB Vancesa Bulkaca: Planner
- SH: Skip Shirmnin, Graphics Manager
  TC: Tony Chimg: Air and Noise Specialist
- SP: Sandia Potter: Geologist
- SC: Steve Conkling: Cultural Resource Specialist
- SS: Skip Shimmin: Graphics

pr/ucb932/budge2, als

# **HOURLY BILLING RATES - EFFECTIVE AUGUST, 1998'**

**35**3

Job Classification H	Iourly Rate <sup>2</sup>
PRINCIPAL	\$100-165
ASSOCIATE/PROJECT MANAGER	\$75-130
ASSISTANT PROJECT MANAGER	\$50-85
PRINCIPAL INVESTIGATOR/PROJECT SCIENTIST	\$45-80
ENVIRONMENTAL ANALYST/ASST. PLANNER/ASST. ENGINEER	\$40-70
FIELD DIRECTOR (ARCHAEOLOGY/PALEONTOLOGY/BIOLOGY)	\$45-60
RESEARCH ASSISTANT/TECHNICIAN	\$25-50
FIELD CREW	\$20-45
GRAPHICS	\$65
OFFICE ASSISTANT	\$40
WORD PROCESSING	\$60

Revised August, 1998.

The hourly rate for work involving actual expenses in court, giving depositions or similar expert testimony, will be billed at \$200 per hour regardless of job classification.

# LSA IN-HOUSE DIRECT EXPENSES

Reimbursables are billed at cost plus ten percent feet.

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Reproduction	\$0.10 per page
Color Reproduction	\$1 .OO per page
Mileage	
Road	\$0.3 1 per mile
Off-road	\$0.46 per mile
Facsimile	\$1 .OO per page
Plotting	\$20.00 per sheet
Diazo Printing	\$0.20 per Sq. Ft.
Film (developing billed separately as a direct cost)	\$5 .00 per roll
Disposable camera and film	\$10.00 per camera
Search of Specialized Data Bases	\$100.00 per inquiry

## **COUNTY OF SANTA CRUZ**

## REQUEST FOR APPROVAL OF AGREEMENT

 $^{\circ}355$ 

TO: Board of Supervisors  County Administrative Officer  County Counsel  Auditor-Countroller  The Board of Supervisors is hereby requested to approve the attached greement and outhorize the	(Dept. (Signature)(Date
	e execution of the same.
1. Said agreement is between the COUNTY OF SANTA CRUZ  and BRADY/LSA ASSOCIATES, 2215 5TH STREET, BERKELEY, CA 94	(Agency
2. The agreement will provide PREPARATION OF A FINAL INITIAL STUDY/ENTERING THE GRAHAM HILL ROAD IMPROVEMENT PROJECT IN CONFORMAN	
PROPOS AL DATED JULY 26, 1999.	
3. The agreement is needed BECAUSE THE WORK CAN BE PERFORMED MOST EXI	PEDITIOUSLY AND
4. Period of the greement is from AWARD OF CONTRACT to JUNE	30, 2000
5. Anticipatecost is \$ 93,503.00 (Fixed	amount; Monthly rate; Not to exceed
6. Remarks: CONTRACT \$93,503.00; 5% OVERHEAD \$4,675.15; TOTAL \$	\$98,178.15
7. Appropriations are budgeted in 6 2 1 1 0 0 ! 40265!3860! (Inc	•
Appropriation: are not available and have been encumbered. Contract No. CO 91901  GARY A. KNUTSON, Audi  By Rould	Date 7/27/99
Proposal reviewed and approved. It is recommended that the Board of Supervisors approve the ag <u>DIRECTOE</u> OF <u>PUBLIC</u> WORKS to execute the same on behalf of the Directors.	greement and authorize the EPARTMENT OF
PUBLIC WORKS (Agency). County Adm  Remarks:	ninistrative Officer
Agreement approved as to form. Date	Dote
Auditor-Corderalles Bink	Supervisors of the County of Santa Cruz, approval of agreement was approved by istrative Officer by an order duly entered