



County of Santa Cruz

DEPARTMENT OF PUBLIC WORKS

701 OCEAN STREET, ROOM 410, SANTA CRUZ, CA 950604070 (931) 454-2160 FAX (631) 4543365 TDD (631) 454-2123

AGENDA: August 3, 1999

July 22, 1999

SANTA CRUZ COUNTY BOARD OF SUPERVISORS

MO10 Cean Street

Santa Cruz, California 95060

SUBJECT: APTOS SEASCAPE COUNTY SERVICE AREA NO. 3

2ND DISTRICT

Members of the Board:

Aptos Seascape County Service Area No. 3 has received a proposal from A-1 Sweeping Service for street sweeping within the service area in the amount of \$900.00 per month for a total of \$10,800. The service area is requesting that your Board accept this proposal and authorize payment upon satisfactory completion of the work. Sufficient funds are available in the County Service Area No. 3 budget (622100) to cover this expenditure.

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

1. Accept the attached proposal in the amount of \$900.00 per month from A-1 Sweeping Service and approve the contract.

Yours truly.

2. Authorize the Director of Public Works to sign the Agreement.

JOHN A. FANTHAM

Director of Public Works

SRL:bbs

Attachments

RECOMMENDED FOR APPROVAL:

Ounty Administrative Officer

Copy to:

Public Works Department

CSAPROP.DOC/ASCB

Contract No.	
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COUNTY SERVICE AREA

INDEPENDENT CONTRACTOR AGREEMENT

THIS CONTRACT is entered into this <u>of</u> day ______, 19_____, by and between the COUNTY OF SANTA CRUZ, hereinafter called COUNTY, and A-1 SWEEPING, hereinafter called CONTRACTOR. The parties agree as follows:

- 1. <u>DUTIES</u>. CONTRACTOR agrees to exercise special skill to accomplish the following result: See Attachment "E"
- 2. <u>COMPENSATION</u>. In consideration for CONTRACTOR accomplishing said result, COUNTY agrees to pay CONTRACTOR as follows: Upon satisfactory completion of work in accordance with Attachment "E"
- 3. TERM. The term of this contract shall be Approval through June 30, 2000
- 4. <u>EARLY TERMINATION</u>. Either party hereto may terminate this contract at any time by giving 30 days written notice to the other party.
- 5. <u>INDEMNIFICATION FOR DAMAGES, TAXES AND CONTRIBUTIONS</u>. 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. <u>INSURANCE</u>. CONTRACTOR, at its sole cost and expense, for the full term of this A greement (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

11 ~	UNTY both initial here/				
	A. Types of Insurance and Minimum Limits				
	(1) Worker's Compensation in the minimum statutorily required verage amounts. This insurance coverage shall not be required if the CONTRACTOR has no ployees and certifies to this fact by initialing here				
by co co pe	(2) Automobile Liability Insurance for each of CONTRACTOR's nicles used in the performance of this Agreement, including owned, non-owned (e.g. owned CONTRACTOR's employees), leased or hired vehicles, in the minimum amount of \$500,000 mbined single limit per occurrence for bodily injury and property damage. This insurance verage shall not be required if vehicle use by CONTRACTOR is not a material part of rformance of this Agreement and CONTRACTOR and COUNTY both certify to this fact by tialing here/				
(a)	(3) Comprehensive or Commercial General Liability Insurance verage in the minimum amount of \$500,000.00 combined single limit, including coverage for bodily injury, (b) personal injury, (c) broad-form property damage, (d) contractual liability, d (e) cross-liability.				
\$_ by	(4) Professional Liability Insurance in the minimum amount of combined single limit, if, and only if, this Subparagraph is initialed CONTRACTOR and COUNTY				
	B. <u>Other Insurance Provisions</u>				
red (he ma cor rea Fo po	(1) If any insurance coverage required in this Agreement is provided on a "Claims Made" rather than "Occurrence" form, CONTRACTOR agrees to maintain the equired 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 eason ably 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 colicy 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.				
Ge	(2) All required Automobile and Comprehensive or Commercial neral 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."				
fo	(3) All required insurance policies shall be endorsed to contain the lowing clause:				
	"This insurance shall not be canceled until after thirty (30) days prior				

Public Works Department Attention: Susann Rogberg 701 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: Public Works Department, 701 Ocean Street, Room 410, Santa Cruz, CA 95060, Attn: Susann Rogberg
- 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, sex ual 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 Public Works Affirmative Action Officer 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 consi dered judgment that the CONTRACTOR engaged under this Agreement is in fact an independent contractor.

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

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- 10. CONTRACTOR 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.
- 12. <u>RETENTION AND AUDIT OF RECORDS</u>. 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. <u>PRESENTATION OF CLAIMS</u>. 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: Attachment "E" and Insurance Certificates

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

COUN'TY OF SANTA CRUZ	CONTRACTOR A-1 Sweeping By: To m TANNER - partner
	Tom TANNER - partner Address: 28 1 Commission Street
	Salinas, CA 93901
APPROVED AS TO FORM:	Telephone: (83 1) 758-5537
Assistant County Counsel	Tax ID No

Auditor-Controller

Contractor Public Works

DISTRIBUTION:

A-1 SWEEPING			
Contractor	Contract No.		
231 Commission Street	N/A		
street	State Contractors License No.		
Salinas, CA 93901	N/A		
City, State, Zip Code	Type of License		
(831) 758-5537	77-0136436		
Phone Number	TAX ID NUMBER		
work: COUNTY SERVICE AREA NO.			
dentractor will sweep all r	roads within CSA 3, as outlined in		
attached map. Both sides of	of road to be swept on a monthly basis		
from curb to curb.			
Flowing under or moving car	rs in not necessary by A-1 Sweeping, unle		
otherwise arranged. Dump	spot to be provided by Holcomb Corporatio		
Water from hydrants or other	er source will be made available for the		
sweeper's dust control sys	sweeper's dust control system if needed.		
contract will run from Jul	Contract will run from July 1, 1999 through June 30, 2000.		
Sweeping to performed at a	a cost of \$900.00 per month.		
TOTAL CONTRACT COST: \$10,	800.00		
(attich additional sheets as necessary)			
1/2/9	COUNTY OF SANTA CRUZ		
CONTRACTOR	DIRECTOR OF PUBLIC WORKS OR PURCHASING AGENT		

Attachment E

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E# USD SEASCAPE TROZER 818

ACORD	CERTIFICATE	OF INSU	RANCE		ISSUE DATE (MI	485
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W.	A 93912-6879 57 * 800-801-01		COMP	ANIES AFFOR	RDING COVERAGE	
	ng Service	LETTER COMPANY LETTER COMPANY LETTER COMPANY LETTER	B C D			
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*30 DAYS; EXCEPT FOR NON-PAYMENT OF PREMIUM OR NON-REPORTING OF PAYROLL (10 DAYS)						
COUNTY PUBLIC ATTN: M 701 OCE	F SANTA CRUZ F SANTA CRUZ ORKS Dept. ARIE PIKE AN ST., RM. #410 RUZ, CA 95060		EXPIRATION DATES TO THE PROPERTY OF AN AUTHORIZED	THE ABOVE DES		DER NAMED TO THE
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ACORD	CERTIFICATE OF LIABIL	4-	A
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THE COUNTY OF THE OPERATION CRUZ PER ATTA	SANTA CRUZ, ITS OFFICIALS, EMPLOYEES,AGENTS A SAND ACTIVITIES OFOR ON BEHALF OF THE NAMED ACHED ENDORSEMENT ' 10 DAY NOTICE WILL APPL	INSURED PERFORMED UNDER A LY FOR NON-PAYMENT OF PREM	AGREEMENT WITH THE COUNTY OF SANTA IUM.
CC AT 70:	DIDER NTY OF SANTA CRUZ PUBLIC WORKS DEPT., SUSAN ROGBERG OCEAN STREET, RM. 410 NTA CRUZ, CA 95060	SHOULD ANY OF THE ABOVE DE SEXPIRATION DATE THEREOF, TO AUGUST DAYS WRITTEN NOTICE TO BUT FAILURE TO MAIL SUCH NO	ESCRIBED POLICIES BE CANCELLED BEFORE THE HE ISSUING COMPANY WILL ENDEAVOR TO MAIL OF THE CERTIFICATE HOLDER NAMED TO THE LEFT, TICE SHALL IMPOSE NO OBLIGATION OR LIABILITY DMPANY, ITS AGENTS OR REPRESENTATIVES.
ACORD 25-S (1)			ACORD CORPORATION 1988

A-1 SWEEPING

POLICY # MXG8073 19 17

COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

ADDITIONAL INSURED -- OWNERS, LESSEES OR

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

Name of Person or Organization:

COUNTY OF SANTA CRUZ, ITS OFFICIALS, EMPLOYEES, AGENTS AND VOLUNTEERS

RE: OPERATIONS AND ACTMTIES OF OR ON BEHALF OF THE NAMED INSURED

(If no entry appears above, Information required to complete this endorsement will be shown in the Declaration applicable to this endorsement.)

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

COUNTY OF SANTA CRUZ REQUEST FOR APPROVAL OF AGREEMENT

FO	: Board of S County Ac County Co Auditor-C	dmin ouns	strative Officer	FROM: UBLIC WORKS (Dept.) (Signature) 1.15.97 (Date)
The	e Board of	Supe	visors is hereby requested to approve	the affect of agreement and authorize the execution of the same.
1.	Said agree	meni	is between the <u>COUNTY OF</u> SA	NTA CRUZ (Agency)
	and <u>A-1</u>	Sv	eeping Serv., 281 Commi	ssion St., Salinas, CA 93901 (Name & Address)
2.	The agree	ment	will provide <u>street sweeping</u>	services within County Service Area No. 3,
	Apt	cs	Seascape	
3.	The agree	ment	is needed <u>because the work</u>	can be handled most expeditiously by contract.
4.	Period of	tte	rgreement is from Board Appro	val tototototo
5.	Anticipate	d c	stis \$ 900 Per Month = \$1	0,800.00 (Fixed amount; Monthly rote; Not to exceed)
· 6.	Remarks:	С	ntract \$10,800.00; 7% C	verhead \$756.00; Total \$11,556.00
7.	Appropria	on	are budgeted in <u>622100 ! 221</u>	06 3665! (Index#) 3590 (Subobject)
			NOTE: IF APPROPRIATIONS ARE	INSUFFICIENT, ATTACH COMPLETED FORM AUD-74
AF	propriation	, d	avoilable and have been encumbe	red. Confract No. 2091676 Date 7/1291 GARY A. KNUTSON, Auditor - Controller
				GARY A. KNUTSON, Auditor - Controller By
				the Board of Supervisors opprove the agreement and authorize the cexecute the same on behalf of the Department of
	Public			
Re	emarks:		(Analyst)	By Date 7/27/09
A	greement a	pro	ved as to form. Date	' t
S	RL:bbs			
Di	Auditor-Co		County of Santa Correspond Correspond County of Santa County of Santa	Cruz) ss ex-officio Clerk of the Board of Supervisors of the County of Santa Cruz, a, do here by certify that the foregoing request for approval of agreement was approved by ervisors as recommended by the County Administrative Officer by an order duly entered
	7		if rejected. In the minutes of	said Board on County Administrative Officer