

DEPARTMENT OF  
PUBLIC WORKS

GOVERNMENTAL CENTER

JOHN A. FANTHAM  
DIRECTOR OF PUBLIC WORKS



## COUNTY OF SANTA CRUZ

701 OCEAN STREET, SANTA CRUZ, CALIFORNIA 950604070

(831) 454-2160

FAX (831) 454-2385

AGENDA: September 21, 1999

September 9, 1999

### SANTA CRUZ COUNTY BOARD OF SUPERVISORS

701 Ocean Street  
Santa Cruz, California 95060

SUBJECT: ROBERTS ROAD, COUNTY SERVICE AREA NO. 37 (5TH DISTRICT)

Members of the Board:

Roberts Road, County Service Area No. 37 has received a proposal from Bowman and Williams for Roberts Road embankment repair design in the amount of \$5985.00. 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. 37 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 \$5985.00 from Bowman and Williams and approve the contract.
2. Authorize the Director of Public Works to sign the agreement,

Yours truly,

For *Charlie A Jones Jr*  
JOHN A. FANTHAM  
Director of Public Works

SRL:rw

Attachments

RECOMMENDED FOR APPROVAL,:

*[Signature]*  
County Administrative Officer

copy to: Public Works  
CSAPROP.DOC/RRCR

**COUNTY OF SANTA CRUZ**  
**REQUEST FOR APPROVAL OF AGREEMENT**

370

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

FROM:

PUBLIC WORKS

(Dept.)

(Signature)

(Date)

9-9-99

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)

and BOWMAN & WILLIAMS, 1011 CEDAR STREET, SANTA CRUZ, CA 95060 (Name & Address)

2. The agreement will provide ROBERTS ROAD, COUNTY SERVICE AREA NO. 37, EMBANKMENT REPAIR DESIGN.

3. The agreement is needed, BECAUSE THE WORK CAN BE HANDLED MOST EXPEDITIOUSLY BY CONTRACT.

4. Period of the agreement is from BOARD APPROVAL to JUNE 30, 2000

5. Anticipated cost is \$ 5,985.00 (Fixed amount; Monthly rate; Not to exceed)

6. Remarks: CONTRACT: \$5,985.00; 7% OVERHEAD \$418.85; TOTAL \$6,403.95.

7. Appropriations are budgeted in 6 2 2 3 1 0 ! 25502 ! 3665 ! (Index#) 3590 (Subobject)

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

Appropriations are available and encumbered a Contract No. C091937 e 9/

GARY A. KNUTSON, Auditor - Controller

By

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)

By

Date

9/10/99

Agreement approved as to form. Date \_\_\_\_\_

SRL:rw

**Distribution:**

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

\* To be 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 \_\_\_\_\_

BY \_\_\_\_\_ County Administrative Officer  
Deputy Clerk

Contract No. \_\_\_\_

COUNTY SERVICE AREA

INDEPENDENT CONTRACTOR AGREEMENT

THIS CONTRACT is entered into this \_\_\_\_ day of \_\_\_\_\_  
19\_\_, by and between the COUNTY OF SANTA CRUZ, hereinafter called COUNTY, and Bowman & Williams  
hereinafter called CONTRACTOR. The parties agree as follows:

1. DUTIES. CONTRACTOR agrees to exercise special skill to accomplish the following result: See Attachment "E"
2. COMPENSATION. 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: from Board Approval through 1/6/11
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 CONTRACTOR'S officers, employees and agents engaged in the performance of this Agreement (including, without limitation, unemployment insurance, social security and payroll tax withholding).

Bowman & Williams Job No. 20769

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 Contractors 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\_ combined single limit, if, and only if, this Subparagraph is initialed by CONTRACTOR and COUNTY JS / [initials]

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:  
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. 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 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.

a. 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 : Attachment "E" and Insurance Certificates

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

COUNTY OF SANTA CRUZ

By: \_\_\_\_\_

APPROVED AS TO FORM:

D. McPhee 93-99  
Assistant County Counsel

DISTRIBUTION: County Administrative Office  
Auditor-Controller  
County Counsel  
Risk Management  
Contractor

CONTRACTOR

By: [Signature]  
Address: 1011 Cedar Street

Santa Cruz, CA 95060

Telephone: (408)426-3560

Tax ID No. 94-2321814





**BOWMAN & WILLIAMS**  
**CONSULTING CIVIL ENGINEERS**

A CALIFORNIA CORPORATION

1011 CEDAR • P.O. BOX 1621 • SANTA CRUZ, CA 95061-1621  
 (831) 426-3560 • Fax (831) 426-9182  
 www.bowmanandwilliams.com

August 20, 1999

John Dotson  
 1205 Roberts Rd  
 Ben Lomond. CA 95005

C/o Susann Rogberg

Re: Proposal for Engineering Services for Bank Repair, Roberts Road, CSA 37.  
 Bowman & Williams File No. 21593

Dear John,

At your request, Bowman & Williams is pleased to provide you with the following proposal to perform engineering services for the repair of the failed road side embankment along Roberts Road. This proposal is based on a review of the preliminary report by Haro Kasunich & Associates dated August 9, 1999 as well as a site visit by our office on August 20, 1999.

As we discussed at the time of our visit, the scope of services that we propose performing is as follows.

1. Perform a topographic survey of the site and create a topographic map to serve as a base drawing on which to show the improvements.  
 Estimated fee- \$1,775
2. Prepare a plan and cross section of the bank repair.  
 Estimated fee-\$1,245
3. Prepare section 10 technical specifications in the County of Santa Cruz format.  
 Estimated fee- \$885
4. Boundary surveying and associated office work. We will locate in the field the road centerline as defined by nails set in the 1950's.  
 Estimated fee- \$2,080

The total estimated fee for our proposed services is therefore \$5,985.

As we discussed with Susann, we have included in our proposal time to tie the survey into the Road Right of Way. The assessors records indicate that the ownership of the parcel on which the work will be performed, APN 076-281-04 is Pacific Shops Inc., 1815 Clement Ave, Alameda, CA 94501.

**ACORD. CERTIFICATE OF LIABILITY INSURANCE**P ID NO  
BOWMAN

DATE (MM/DD/YY)

09/01/99

PRODUCER  
**BATTISTINI & CANFIELD, LLC**  
 INSURANCE SINCE 1906  
 901 CENTER STREET  
 SANTA CRUZ CA 95060

Albert W. Rice

Phone No 831-423-1822 Fax No 831-423-2462

INSURED

**BOWMAN & WILLIAMS INC**  
 PO BOX 1621  
 SANTA CRUZ CA 95061

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION  
 ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE  
 HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR  
 ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

## COMPANIES AFFORDING COVERAGE

COMPANY

A

FIREMANS FUND

COMPANY

B

AMERICAN STATES INSURANCE CO.

COMPANY

C

ZURICH INSURANCE - ASSA

COMPANY

D

TUDOR INSURANCE COMPANY

## COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD  
 INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS  
 CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS,  
 EXCLUSIONS AND CONDITIONS OF SUCH POLICIES LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY	AZC80500754	08/01/99	08/01/00	GENERAL AGGREGATE \$2,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				PRODUCTS - COMP/OP AGG \$2,000,000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				PERSONAL & ADV INJURY \$1,000,000
	<input type="checkbox"/> OWNER'S & CONTRACTOR'S PROT				EACH OCCURRENCE \$1,000,000
	<input checked="" type="checkbox"/> DED IS '0'				FIRE DAMAGE (Any one fire) \$100,000
					MED EXP (Any one person) \$10,000
B	AUTOMOBILE LIABILITY	01CD47447860-7	08/01/99	08/01/00	COMBINED SINGLE LIMIT \$1,000,000
	<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE \$
	<input checked="" type="checkbox"/> HIRED AUTOS				
	<input checked="" type="checkbox"/> NON-OWNED AUTOS				
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$
	<input type="checkbox"/> ANY AUTO				OTHER THAN AUTO ONLY \$
					EACH ACCIDENT \$
					AGGREGATE \$
A	EXCESS LIABILITY	XEX9615-9868	08/01/99	08/01/00	EACH OCCURRENCE \$1,000,000
	<input checked="" type="checkbox"/> UMBRELLA FORM				AGGREGATE \$1,000,000
	<input type="checkbox"/> OTHER THAN UMBRELLA FORM				\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	2043465-02	09/01/99	09/01/00	<input checked="" type="checkbox"/> NO STAT- TORY LIMITS <input type="checkbox"/> OTHER
	<input type="checkbox"/> INCL				EL EACH ACCIDENT \$1,000,000
	<input type="checkbox"/> EXCL				EL DISEASE - POLICY LIMIT \$1,000,000
	OTHER				EL DISEASE - EA EMPLOYEE \$1,000,000
D	PROFESSIONAL E & O	AEL0005143	07/01/99	07/01/00	E&O LIAB \$1,000,000
					W/DED \$10,000

DESCRIPTION OF OPERATIONS&amp;LOCATIONS/VEHICLES/SPECIAL ITEMS

CERTIFICATE HOLDER IS NAMED AS ADDITIONAL INSURED AS RESPECTS OPERATIONS OF  
 THE INSURED PER FORM CO 20 26 11 85 ATTACHED.

CERTIFICATE HOLDER

COUNT-1

COUNTY OF SANTA CRUZ  
 Department of Public Works  
 701 OCEAN STREET  
 SANTA CRUZ CA 95060

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE  
 EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL MAIL

30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT

AUTHORIZED REPRESENTATIVE

*Albert W. Rice*  
 Albert W. Rice

POLICY NUMBER: AZC80500754

COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## ADDITIONAL INSURED-DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

### SCHEDULE

Name of Person or Organization: COUNTY OF SANTA CRUZ,  
ITS OFFICERS, AGENTS AND EMPLOYEES

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as 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 as an insured but only with respect to liability arising out of your operations or premises owned by or rented to you.