



JOHN A. FANTHAM
DIRECTOR OF PUBLIC WORKS

County of Santa Cruz

0415

DEPARTMENT OF PUBLIC WORKS

701 OCEAN STREET, ROOM 410, SANTA CRUZ, CA 95060-4070
(631) 454-2160 FAX (631) 454-2365 TDD (631) 454-2123

AGENDA: September 21, 1999

September 9, 1999

SANTA CRUZ COUNTY BOARD OF SUPERVISORS
701 Ocean Street
Santa Cruz, California 95060

SUBJECT: CONTRACT AGREEMENT WITH PHILIP TRANSPORTATION
AND REMEDIATION, INC.

Members of the Board:

Attached for your consideration is a contract with Philip Transportation and Remediation, Inc., for transportation, recycling, and disposal services for the County Household Hazardous Waste (HHW) Program. Phillip Transportation and Remediation, Inc., has been providing this service to the County for the last two years and we have been pleased with their services.

As previously explained to your Board, changes in the way that the program schedules appointments have resulted in enormous increases in HHW Program usage. Customers no longer have to make a specific appointment, but can choose the time and date from a monthly schedule which allows more flexibility. This has resulted in a participation increase of nearly thirty percent last year, with almost five thousand visitors to the HHW facilities.

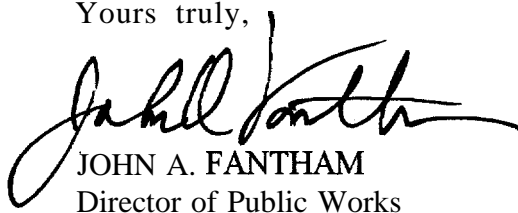
This increased **usership** has resulted in an increase in disposal costs. In February 1999 it was necessary to increase this contract to \$13 5,000 in order to cover the added disposal expenses. In order to accommodate the increasing demands of the program, the contract for the 1999/00 fiscal year has been established at \$150,000. The unit pricing for this contract contains no increases this fiscal year. Sufficient funds are available in the CSA 9C Solid Waste Enterprise fund for this purpose.

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

1. Approve the attached agreement with Philip Transportation and Remediation, Inc., for an amount not to exceed \$150,000.

2. Authorize the Director of Public Works to sign the agreement on behalf of the County.

Yours truly,

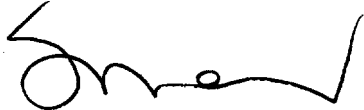


JOHN A. FANTHAM
Director of Public Works

BPK:rw

Attachments

RECOMMENDED FOR APPROVAL:



County Administrative Officer

copy to: Philip Transportation and Remediation, Inc.
Public Works

Contract No. 91377

INDEPENDENT CONTRACTOR AGREEMENT

THIS CONTRACT is entered into this 21st day of September, 1999, by and between the COUNTY OF SANTA CRUZ, hereinafter called COUNTY, and PHILIP TRANSPORTATION AND REMEDIATION, INC., hereinafter called CONTRACTOR. The parties agree as follows:

1. DUTIES. CONTRACTOR agrees to exercise special skill to accomplish the following Result: Provide treatment and recycling services for the County Household Hazardous Waste Program to include waste profiling and approval services, transportation manifesting, waste disposal, recycling and treatment, and technical assistance. See Attachment 1 for schedule of charges.

2. COMPENSATION. In consideration for CONTRACTOR accomplishing said result, COUNTY agrees to pay CONTRACTOR as follows: Payments in accordance with attached schedule of fees and services for duties outlined in Attachment 1 of this agreement not to exceed \$150,000.

3. TERM. The term of this contract shall be: From July 1, 1999, to June 30, 2000.

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 CONTRACTORS 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 - ____/____.

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:

Brian Kennedy
Department of Public Works
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:

Brian Kennedy
Department of Public Works
701 Ocean Street, Room 410
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 40 12) 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. 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:
Schedule of charges.

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

COUNTY OF SANTA CRUZ

Philip Transportation and Remediation, Inc.

CONTRACTOR

~~PHILIP SERVICES CORPORATION~~ 

By: _____
Director of Public Works

By: _____

ADDRESS: 3909 PARK ROAD
SUITE D
BENICIA, CA 945 10

Telephone: (800) 974-770 I

APPROVED AS TO FORM:

By:  _____
Chief Assistant County Counsel

DISTRIBUTION: Auditor-Controller
Contractor
Public Works

BPK:mg

1999 Santa Cruz County Contract Extension Pricing

Effective March 1, 1999

Destructive Incineration

1 Poison

2 Insecticide Gas

Treatment

3 Corrosive, Acid

4 Corrosive, Base

5 Oxidizers

6 Reactive: Flamm. Solid

7 Reactive: Water Reactive

8 Reactive: Organic Perox.

9 Reactive: Corrosive

10 Reactive: Other

Direct Landfill

11 Poisons

12 Corrosive, Acid

13 Corrosive, Base

14^(L) Household Batteries14^(R) Household Batteries**Fuels Substitution**

15 Bulk Fuels, <10% solids

16 Bulk Fuels, =>10% solids

17 Paint Related Material

18 Aerosol Paints

Boxed Wastes

18 Paint Box (20 or 40 CY)

19 Asbestos (20 yard box)

20

Shipment Sub total:

Reactives billed at \$9.00 per pound, minimum drum charge \$40.00

Packaging Meth.	Unit Size	Unit Cost
Labpack	55 Gal Drum	\$290.00
Loosepack	55 Gal Drum	\$225.00
Labpack	55 Gal Drum	\$200.00
Labpack	55 Gal Drum	\$200.00
Labpack	55 Gal Drum	\$200.00
Labpack	per pound *	\$9.00
Labpack	per pound *	\$9.00
Labpack	per pound *	\$9.00
Labpack	per pound *	\$9.00
Labpack	per pound *	\$9.00
Labpack	55 Gal Drum	\$140.00
Labpack	55 Gal Drum	\$140.00
Labpack	55 Gal Drum	\$140.00
Loosepack (Landfill)	55 Gal Drum	\$140.00
Loosepack (Recycle)	55 Gal Drum	\$260.00
Bulk	55 Gal Drum	\$135.00
Bulk	55 Gal Drum	\$225.00
Loosepack	55 Gal Drum	\$145.00
Loosepack	55 Gal Drum	\$225.00
Loosepack	Layer	\$2,100.00
Loosepack	20 CY box	\$2,088.00

ACORD CERTIFICATE OF LIABILITY INSURANCE

Renewal

DATE (MM/DD/YY)
10/26/98

PRODUCER

WILLIS CORROON
145 KING STREET WEST, SUITE 1200
TORONTO, ONT. M5H 1J8 CANADA
ATTN: IRINA GARDNER

*RPM
acc 2.
file*

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	COMMERCE & INDUSTRY INSURANCE COMPANY
COMPANY B	RELIANCE NATIONAL INDEMNITY COMPANY
COMPANY C	AMERICAN INTERNATIONAL SPECIALTY LINES CO.
COMPANY D	

USURED

PHILIP TRANSPORTATION AND REMEDIATION, INC.
A WHOLLY-OWNED SUBSIDIARY OF PHILIP SERVICES CORP.
3909 PARK ROAD, SUITE D
BENICIA, CA 94510
ATTN: KIRSTEN LISKE FX(707) 748-3074

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 TR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	RECEIVED PUBLIC WORKS DEPT CALIF. 10/26/98
A	GENERAL LIABILITY	GL1525551	10/31/98	10/31/99	GENERAL AGGREGATE \$ 2,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				PRODUCTS - COM/OP AGG \$ 1,000,000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> C U R				PERSONAL & ADV INJURY \$ 1,000,000
	OWNER'S & CONTRACTOR'S PROT				EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> CONTRACTUAL				FIRE DAMAGE (Any one fire) \$ 1,000,000
					MED EXP (Any one person) \$ 10,000
A	AUTOMOBILE LIABILITY	CA7666205	10/31/98	10/31/99	COMBINED SINGLE LIMIT \$ 1,000,000
	<input checked="" 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	BE1525552	10/31/98	10/31/99	EACH OCCURRENCE \$ 5,000,000
	<input checked="" type="checkbox"/> UMBRELLA FORM				AGGREGATE \$ 5,000,000
	OTHER THAN UMBRELLA FORM				\$
B	WORKER'S COMPENSATION AND EMPLOYERS LIABILITY	NWA01 1286505	12/31/98	12/31/99	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER
	THE PROPRIETOR/PARTNERS/EXECUTIVE OFFICERS ARE. <input type="checkbox"/> INCL <input type="checkbox"/> EXCL				EL EACH ACCIDENT \$ 1,000,000
					EL DISEASE - POLICY LIMIT \$ 1,000,000
					EL DISEASE - EA EMPLOYEE \$ 1,000,000
C	OTHER CONTRACTOR'S POLLUTION LIABILITY POLLUTION ERRORS & OMISSIONS LIABILITY	COPS2675472	10/31/98	10/31/99	\$5,000,000 PER OCCURENCE \$5,000,000 AGGREGATE INCLUDING ASBESTOS ABATEMENT & LEAD ABATEMENT

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

THE CERTIFICATE HOLDER IS ADDED AS AN ADDITIONAL INSURED BUT ONLY WITH RESPECT TO LIABILITY ARISING OUT OF THE OPERATIONS OF THE NAMED INSURED.

RE: ANY AND ALL SERVICES PERFORMED BY PHILIP SERVICES CORP., ITS AFFILIATES AND SUBSIDIARIES.

CERTIFICATE HOLDER

SANTA CRUZ COUNTY
SOLID WASTE ENGINEERING DIVISION
701 OCEAN STREET, ROOM 410
SANTA CRUZ, CA
95060-4070
ATTN: BRIAN KENNEDY

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Irina Gardner

REQUEST FOR APPROVAL OF AGREEMENT

FROM:

PUBLIC WORKS

(Dept.)

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

(Signature)

8-17-99

(Date)

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

(Agency)

1. Said agreement is between the COUNTY OF SANTA CRUZ INC. (Name & Address)
PHILIP TRANSPORTATION AND REMEDIATION, 94510
and, 3909 PARK ROAD, SUITE D, BENICIA, CA

SERVICES FOR COUNTY HOUSEHOLD

2. The agreement will provide

TREATMENT AND RECYCLING

HAZARDOUS WASTE COLLECTION PROGRAM TO INCLUDE PROFILING, TREATMENT, AND
AND TECHNICAL SERVICES.
RECYCLING OF WASTE, TRANSPORTATION,

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

JULY 1, 1999

to JUNE 30, 2000

4. Period of the agreement is from

5. Anticipated cost is \$ 150,000.00

(Fixed amount; Monthly rate) Not to exceed

6. Remarks: CONTRACT \$150,000.00 ; 7% OVERHEAD \$10,500.00; TOTAL \$ 160,500.00

7. Appropriations are budgeted in 151326134751(625110) (Index#) 3590 (Subot

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

Appropriations are available and have been encumbered.

Contract No.

C091377

Date

8/19/99

GARY A. KNUTSON, Auditor - Controller

By

Linda Chou

De

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

Remarks:

(Agency).

County Administrative Officer

(Analyst)

By

Linda Chou

Date

8/13/99

Agreement approved as to form. Date

BPK:rw

Distribution:

Bd. of Supv. - White
Auditor-Controller - Blue
County Counsel - Blue
Co. Admin. - 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, 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 in the minutes of said Board on _____

County Administrative Officer