

# **County 'of Santa Cruz**

#### **GENERAL SERVICES DEPARTMENT**

701 OCEAN STREET, SUITE 330, SANTA **CRUZ**, CA **95060-4073** (831) 454-2210 FAX: (831) **454-2710** TDD: (831) 454-2123 **ROY HOLMBERG, DIRECTOR** 

September 28, 1999

AGENDA: October 19, 1999

Board of Supervisors County of Santa Cruz 70 1 Ocean Street Santa Cruz, California 95060

Re: ENGINEERING SERVICES FOR THE COURT MODULAR REPLACEMENT FACILITY

Members of the Board:

As your Board is aware, work is currently underway on the preliminary siting and design of a replacement structure for the modular court building located at the County Courthouse in Santa Cruz. Funds have been approved in the current year budget for this purpose.

Architect Peter Kasavan of Salinas has been hired by the County to design this project and is currently preparing conceptional design drawings for review by your Board in late November. In order to assist Mr. Kasavan with siting and related geotechnical issues, it is necessary to secure engineering services. Attached for your Board's review is an Independent Contractors Agreement with Steven Raas & Associates that will provide for the anticipated services.

Sufficient funds are available in the Plant, Index 19 1050 / 410017, Sub Object 6610.

It is therefore RECOMMENDED that your Board:

1. Approve the attached Independent Contractor Agreement with Steven Raas & Associates for engineering support services for the addition of the Court Modular Replacement Facility for a not- to- exceed amount of \$9,693.00; and

Court Modular Replacement Facility October 19 page 2 of 2

2. Authorize the General Services Director to execute the agreement.

Sincerely,

ROY K. HOLMBERG

Director

RH: bd/ROA

RECOMMENDED:

Susan Mauriello

County Administrative Officer

Attachment: ADM29 with agreement

cc: County Administrative Office

County Counsel Auditor Controller

General Services Department

Steven Raas & Associates

Contract	No.	

## INDEPENDENT CONTRACTOR AGREEMENT

THIS CONTRACT is entered into this  $19^{th}$  day of October, 1999, by and between the COUNTY OF SANTA CRUZ, hereinafter called COUNTY, and STEVEN RAAS & ASSOCIATES, INC., hereinafter called CONTRACTOR. The parties agree as follows:

- 1. <u>DUTIES.</u> CONTRACTOR agrees to exercise special skill to accomplish the following results: Provide engineering services for the addition of a three story building on the northeast corner of the existing courts building at 701 Ocean, Santa Cruz, for County of Santa Cruz General Services Department, as presented in the proposal from Steven Raas & Associates, Inc. to the County of Santa Cruz entitled "County Courthouse Addition" and dated August 5, 1999.
- 2. <u>COMPENSATION.</u> In consideration for CONTRACTOR accomplishing said result, COUNTY agrees to pay CONTRACTOR as follows: Payment not to exceed \$9,693, processed for payment in full after project completion, receipt of invoice, and approval of project manager.
- 3. <u>TERM.</u> The term of this contract shall be: October 19, 1999 through June 30, 2000.
- 4. <u>EARLY TERMINATION.</u> Either party hereto may terminate this contract at any time by giving thirty (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 wich 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, to the extent that any of the above are caused by the negligent acts, errors, or omissions of CONTRACTOR, excepting any liability arising out of the 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,

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 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 Contractor's Insurance as to each subcontractor or otherwise provide evidence of insurance coverage fr 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 \_\_\_\_\_
- (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.

### 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:

Santa Cruz County General Services Department Attn: Melinda Glasgow-court building 701 Ocean Street, Room 330 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:

Santa Cruz County General Services Department Attn: Melinda Glasgow-court building 701 Ocean Street, Room 330 Santa Cruz, CA 95060

- 7. <u>EQUAL 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, sexual

orientation, age (over 18), veteran status, gender, pregnancy, 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, or 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 employees 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, sexual orientation, age (over 18), veteran status, gender, pregnancy, 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, or transfer. In addition, the CONTRACTOR shall make a good faith effort to consider Minority/Women/Disabled Owned Business. Enterprises in solicitation of CONTRACTOR's goods and services. **Definitions** 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 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. <u>INDEPENDENT CONTRACTOR STATUS</u>. CONTRACTOR and COUNTY have reviewed and considered the principal test and secondary factors below

reference is incorporated herein.

12.	ATTACHMENTS.	This	Agreer	nent	includes	the follo	owing attach	ments:
A: Proposal	from Steven Raas	& Ass	ociates,	Inc.	entitled	<b>'County</b>	Courthouse	Addition"
dated Augus	it <b>8</b> , 1999					•		
	5 (56)							

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

1.	STEV	/EN	RAAS	& ASS	OGIATES	. INC
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4. COUNTY OF SANTA CRUZ
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Bv:	-

Address:

444 Airport Boulevard

Suite 106

Watsonville, CA 95076

Telephone: (831) 722-9446

2. APPROVED AS TO INSURANCE:

Risk Management

3. APPROVED AS TO FORM:

County Counsel

DISTRIBUTION: County Administrative Office

Auditor-Controller County Counsel Risk Management

Steven Raas & Associates, Inc.

a:ICA/ICAtemplate(8/98)

# Steven Raas & Associates, Inc.

CONSULTING GEOTECHNICAL ENGINEERS

444 AIRPORT BOULEVARD, SUITE 106 WATSONVILLE, CA 95076

(831) 722-9446 FAX (831) 722-9158 E-MAIL:srai@pacbell.net

August 5, 1999

County of Santa Cruz General Services Administration 701 Ocean street, Room 330 Santa Cruz, CA 95060

Attention: Roy Holmberg

Subject: County Courthouse Addition

Santa Cruz County Governmental Center

Santa Cruz, California

Dear Mr. Hohnberg,

It is with pleasure that I have prepared this proposal to provide gedtechnical engineering services for the proposed addition to the Santa Cruz County Courthouse. It is proposed to add a three story building on the northeast comer of the existing courts building at the approximate location of the existing portable courtroom. In preparing this proposal I have reviewed the Lee and Praszker reports for the County Government Center (1960) and for the Courthouse Building (1963), the Map Showing Geology and Liquefaction Potential of Quaternary Deposits in Santa Cruz County (Dupre, 1975), the Map of Liquefaction Features from the University of California Berkeley Earthquake Engineering Research Center from the Loma Prieta Earthquake (April, 1990), information in our files for surrounding properties, preliminary site plans and building cross sections from Kasavan Architects, and other available literature.

The site of the proposed courthouse addition is in an area of alluvium adjacent to the San Lorenzo River which is mapped as having a high or moderately high potential for liquefaction in the event of significant seismic shaking. The boring logs that I have reviewed from the previous reports tend to confirm this potential, although the standard of investigation in the early 1960's when these reports were created did not collect information vital to a modem analysis of liquefaction potential.

Our investigation will address, among other geotechnical issues, the liquefaction potential of the underlying deposits and provide foundation design recommendations to mitigate this potential as needed. We propose to provide the following services:

- 1. As required by law, utilities in the vicinity of the test borings will be located by Underground Service Alert (USA). Additionally, we will meet with the County on site to help locate utilities. Steven Raas & Associates, Inc., will not be responsible for damaged utilities not identified by the County or USA prior to our subsurface exploration.
- 2. Two Cone Penetrometer Soundings with Pore Pressure Measurements (CPT/U) will be advanced to depths of up to 75 feet below the existing ground surface. Readings from the electronic piezocone will be taken of the tip resistance, side friction, dynamic pore pressure, and inclination at 0.05 meter intervals. These readings will be correlated to soil properties, including liquefaction potential and bearing capacity, with the assistance of the computer program CPTINT from the University of British Columbia. Soil correlations will be verified through targeted soil sampling in the test boring program.
- 3. Two test borings will be advanced to depths of up to 50 feet below the existing ground surface. Relatively undisturbed and/or bulk soil samples will be obtained during the drilling operations for laboratory analysis. The soils encountered will be logged by the project geologist for accurate identification of soil types and geologic conditions.
- 4. The retrieved soil samples will be tested in our laboratory to determine the moisture and density profile of the soil on the site, the liquefaction potential, and the strength of the various soil stratums encountered.
- 5. We will prepare a written report which documents our field and laboratory investigations. Included in this report will be an analysis of our findings and recommendations for the design and construction of the project. Topics covered in our report will include:
  - A discussion of the general geology and geologic hazards associated with the site, including an evaluation of slope stability, liquefaction and lateral spreading potential, UBC Site Factors, and the proximity to active and potentially active faults.
  - Site preparation recommendations, including recommendations for stable cut and fill slope gradients, compaction recommendations, recommendations as to the suitability of the on site material for use as engineered fill, and recommendations for imported fill material.
  - Foundation recommendations, including recommended foundation type(s) and the allowable pressures to use in their design, foundation embedment depths, and settlement potential. Also included will be recommendations for the design and construction of concrete slab-on-grade floor systems,

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- Recommendations for lateral pressures to use in retaining structure design, including active pressures, at rest pressures, and passive pressures, as well as seismic forces expected to occur.
- Recommendations for site drainage, including provisions to control both surface and subsurface drainage, as needed.

NOTE: A site specific probabilistic seismic analysis and a site specific seismic response spectrum is **not** included with this proposal. It is unclear at this time whether the 1997 UBC or the City of Santa Cruz Building Department requires these analyses for this proposed structure. If these services are required for this project, our firm can provide them for as extra services.

Our fee for the services described above will be NINE THOUSAND SIX HUNDRED AND NINETY THREE DOLLARS (\$9,693.00), unless additional work is authorized, in which case the fee will be increased in accordance with our customary rates for such additional services.

Our services will be performed on a <u>lump sum</u> basis. To aid in your understanding of our fee structure, we have included our proposal worksheet showing the estimated fees for each task of your project. Exact services shown on the worksheet, including the number of borings, depths of borings, or specific laboratory tests, may be changed in reaction to subsurface conditions encountered during the investigation.

In the event you or your agent request us to perform field work on this project to include observation of site preparation, observation of construction of keys and **keyways**, observation of **subgrade** preparation, observation and testing of subsurface drainage facilities, observation of pier hole or pile construction, observation of footing construction and performing of necessary testing during the course of construction, you will be billed in accordance with our rate schedule which is in force at the time of construction. Field work will thus be billed on a time and test basis and all other provisions of this agreement will remain in full force and effect through any field work requested by you.

Post report services, including public and private meeting attendance, are not included in our above fee and will be billed in accordance with our customary fees for the services rendered.

Payment for the services described in this agreement, and for any additional services authorized in connection with this agreement, shall be due and payable within twenty (20) days of completion of the services described. Failure to make payment within the 20 days will excuse Steven Raas & Associates, Inc. from any further performance under the contract at the option of Steven Raas & Associates, Inc. Failure to exercise this option on any late payment shall not be a waiver of Steven Raas & Associates, Inc.'s option to terminate the contract for any subsequent failure to make payment within the 20 days.

As it would be extremely difficult to fix and ascertain the actual damages we would sustain by nonpayment of the monies due to us under the terms of this agreement at the time and in



the manner specified herein, it is hereby agreed by the parties hereto that you shall pay to us, in addition to all sums due hereunder, the sum of one and one-half percent (1 1/2%) per month as a fixed amount of any balance unpaid when due under this agreement.

Environmental, geologic and geotechnical conditions can vary from those encountered at the times and locations where data are obtained by us and the limitation on available data results in some level of uncertainty with respect to the interpretation of these conditions, despite the use of due professional care.

The services shall be performed within the limits prescribed by you in a manner consistent with that level of care and skill ordinarily exercised by other professional consultants under similar circumstances. No other representations to you, express or implied, and no warranty or guarantee is included or intended in this agreement, or in any report, opinion, document, or otherwise.

For any damage caused by professional negligence, including errors, omissions or other professional acts, and including unintentional breach of contract by us, our employees, agents or subcontractors, our liability, and that of our employees, agents and subcontractors, is limited to TWENTY FIVE THOUSAND DOLLARS (\$25,000.00), or our total compensation, whichever is greater.

In the event you bring any action against Steven Raas & Associates, Inc., their employees, successors, or assigns for professional negligence or fraud, then, at the option of Steven Raas & Associates, Inc., said action shall be submitted to arbitration, and such arbitration shall

120 through 1294.2 of the California Code of Civil Procedure.

For any damage caused by negligence other than professional negligence, our liability, agreement shall not exceed the limits of our comprehensive general and automobile liability insurance coverage.

of use or loss of profits, incurred by you or your subsidiaries or successors, regardless of whether such claim is based upon alleged breach of contract, willful misconduct or negligent

If any claim is brought against us by any third party, including any insurer asserting subrogation rights, relating to services under this agreement, you shall indemnify us for all

us unless it is proven that the losses or damages are attributed to our sole negligence or misconduct.

failure to perform in accordance with the applicable standard of care, however denominated, that are essentially based upon such breach or failure shall be barred two (2) years from the

time claimant knew or should have known of its claim, but, in any event, not later than four (4) years from the substantial completion of our services.

In addition, should it be necessary, which we trust it should not, for either party to bring suit to enforce this agreement, the prevailing party shall be entitled to costs and reasonable attorney's fees incurred in the suit.

Hazardous wastes are any substance or material so designated by the State of California or the Federal Government. If you are aware of any hazardous wastes on your site, you are required to inform us in writing prior to entering this agreement. In the event Steven Raas & Associates, Inc. encounters hazardous substances or contamination beyond that originally represented by client, Steven Raas & Associates, Inc. may suspend its services and enter into good faith renegotiation of this agreement.

It is our intent to begin work on the project as soon as practicable after receiving a signed copy of this agreement. It is your responsibility to provide access to the site.

If this agreement meets with your approval, please sign one copy in the space provided below and return it to our office. This will constitute a binding contract enforceable in Santa Cruz County courts. We will consider the signed agreement to constitute authorization to begin the geotechnical investigation. We appreciate the opportunity to provide the services described above in connection with your project and preparing and presenting this proposal for services.

In the event you have not signified your acceptance of these terms by signing and returning this agreement within 45 days of this date, this proposal is void at the option of Steven Raas & Associates, Inc.

Should you have any questions concerning the scope of this proposal, please do not hesitate to contact me.

Very truly yours,

STEVEN RAAS & ASSOCIATES, INC.
Steven M. Raas

Principal Engineer

I agree to the foregoing terms and conditions and understand that the signing of this letter constitutes formal agreement on my part and on behalf of my successors and assigns.

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Copies: 2 to County of Santa Cruz, Attention: Ray Holmberg 1 to Kasavan Architects, Attention: Peter Kasavan

### OPINION OF PROBABLE COST

PROPOSAL NAME: COUNTY COURTS ADDITION

PROPOSAL DATE: AUGUST 5, 1999

NUMBER OF BORINGS: 2 TEST BORINGS, 2 CPT/U DEPTH OF BORINGS: UP TO 50 FEET BORINGS, UP TO 75 FEET CPT/U

CATEGORY	PERSONNEL/ITEM	HOURS	\$/HOUR	COST/ITEM
		(FEET)	(FEET)	
ITE RECONNAISSANCE	PRINCIPAL ENGINEER	1	125	125
ROJECT COORDINATION	SENIOR ENGINEER / GEOLOGIST		110	0
	STAFF ENGINEER / GEOLOGIST	1.5	90	135
ITILITY LOCATIONS	STAFF ENGINEER / GEOLOGIST	3	90	270
'EST BORINGS	DRILL RIG MOBILIZATION AND DRILL TIME	8	150	1200
	DRILL RIG OVERTIME	2	180	
	PRINCIPAL ENGINEER	1	125	
	STAFF ENGINEER / GEOLOGIST	10	90	900
ONE PENETROMETER	CPT RIG MOBILIZATION AND DEMOBILIZATION	5	175	875
OUNDINGS	CPT SOUNDINGS	150	8.5	
	PRINCIPAL ENGINEER	0.5	125	62.5
	STAFF ENGINEER / GEOLOGIST	6	90	540
.ABORATORY ANALYSIS	MOISTURE, UNIT WEIGHT	20	14	280
	# 200 SIEVE ANALYSIS	8	80	640
	UNCONFINED COMPRESSION	3	45	135
	ATTERBERG LIMITS	4	125	500
NGINEERING ANALYSIS	PRINCIPAL ENGINEER	1	125	125
ND CALCULATIONS	SENIOR ENGINEER / GEOLOGIST	2	110	220
	STAFF ENGINEER / GEOLOGIST	8	90	720
LEPORT PREPARATION	PRINCIPAL ENGINEER	1	125	125
	SENIOR ENGMEER / GEOLOGIST	6	110	660
	STAFF ENGINEER / GEOLOGIST	2	90	180
	DRAFTING	2	60	
	CLERICAL	2	60	120

TOTAL OF COSTS FOR PROFESSIONAL SERVICES

\$9,693

0115

#### COUNTY OF SANTA CRUZ

#### REQUEST FOR APPROVAL OF AGREEMENT

FROM: TO: Board of Supervisors Services General County Administrative Officer **County Counsel** Signature) **Auditor-Controller** The Board of Supervisors is hereby requested to approve the attached agreement and authorize the execution of the same. County of Santa Cruz 1. Said agreement is between the \_(Agency) Steven Raas & Associates, 444 Airport Blvd. Suite 106 Watsonville, CA 95076 (Name & Address) Geotechnical engineering-services for the proposed addition to the 2. The agreement will provide \_\_ Santa Cruz County Courthouse. as work can be completed more expediently by contract. 3. The agreement is needed \_\_\_ \_\_\_\_\_ to \_\_\_\_ June 30, 2000 Board approval 4. Period of the agreement is from \_ 5. Anticipated cost is  $\frac{9,693.00}{}$ (Fixed amount; Monthly rate; Not to exceed) 6. Remarks:. 7. Appropriations are budgeted in \_\_\_\_\_\_ 410017 (Index#)<u>6610</u>(Subobject) OLIGO O NOTE: IF APPROPRIATIONS ARE INSUFFICIENT, ATTACH COMPLETED FORM AUD-74 Appropriations ore not available and have been bered. Contract No CO 41954 GARY A. KNUTSON, Auditor - Controller Proposal reviewed and approved. It is recommended that the Board of Supervisors approve the agreement and authorize the \_to execute the same on behalf of the \_ Remarks: \_\_\_\_\_ (Analyst) Agreement approved as to form. Date \_\_\_ Distribution: Bd. of Supv. • White State of California Auditor-Controller • Blue County of Santa Cruz County Counsel . Green \* Co. Admin. Officer - Canary 1 \_\_\_\_ \_\_\_ ex-officio Clerk of the Board of Supervisors of the County of Santa Cruz. Auditor-Controller - Pink State of California, do hereby certify that the foregoing request for approval of agreement was approved by Originating Dept. - Goldenrod said Board of Superv sors as recommended by the County Administrative Officer by an order duly entered County Administrative Officer in the minutes of said Board on \_ Deputy Clerk Ry —