



county of Santa Cruz

0089

HUMAN RESOURCES AGENCY
CECILIA ESPINOLA, ADMINISTRATOR
1000 EMELINE ST., SANTA CRUZ, CA 95090
(408) 454-4130 OR 454-4045 FAX: (408) 454-4642

October 20, 1999

AGENDA: November 2, 1999

BOARD OF SUPERVISORS
County of Santa Cruz
701 Ocean Street
Santa Cruz, California 95060

AUTHORIZATION TO EXECUTE CONTRACT FOR ARCHITECTURAL SERVICES FOR REMODELING OF 1000 EMELINE

Dear Members of the Board:

The Human Resources Agency (HRA) is requesting authorization to execute a contract for architectural services to provide for modifications and remodeling of the HRA Administration building at 1000 Emeline Avenue. This project is necessary to support staffing and programmatic changes on the Emeline campus. The changes proposed are being coordinated with the County Administrator's Office, General Services, Parks and Recreation departments, and with the Emeline Campus Committee.

The attached contract with Teall Messer Architect will provide architectural and construction drawings as well as cost estimates for the project. The estimated cost of the contract including a small contingency fund will not exceed \$45,000 and funds are included in the HRA FY 1999/2000 Budget.

IT IS THEREFORE RECOMMENDED that your Board:

1. Authorize the Human Resources Agency to execute the contract with Teall Messer Architect for architectural services associated with the remodel of 1000 Emeline in an amount not to exceed \$45,000 on behalf of your Board.

BOARD OF SUPERVISORS

Agenda: November 2, 1999

AUTHORIZATION TO EXECUTE CONTRACT FOR ARCHITECTURAL SERVICES

2

0090

Very Truly Yours,

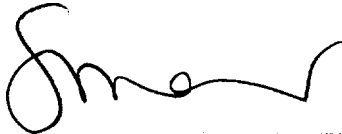
Cecilia Espinola (et)

CECILIA ESPINOLA

Human Resources Administrator

CEVES

RECOMMENDED:



SUSAN A. MAURIELLO

County Administrative Officer

CC: County Administrative Office

Auditor Controller

HRA-Fiscal

General Services

Parks & Recreation

INDEPENDENT CONTRACTOR AGREEMENT

THIS AGREEMENT is entered into this 2nd day of November, 1999, by and between the COUNTY OF SANTA CRUZ HUMAN RESOURCES AGENCY, hereinafter called COUNTY, and Teal1 Messer, Architect, hereinafter called CONTRACTOR. The parties agree as follows:

1. DUTIES. CONTRACTOR agrees to exercise special skill to accomplish the following result:

Provide architectural and construction drawings and services as well as cost estimates for remodeling and expansion of the 1000 Emeline building, as outlined on Attachment "A" Contractor's Proposal.

Architectural services for executing bid and construction documents and providing bidding and construction phase support for planned remodeling of and additions to 1000 Emeline Avenue, as outlined on Exhibit "A", Contractor's Proposal.

2. COMPENSATION. In consideration for CONTRACTOR accomplishing said result, COUNTY agrees to pay CONTRACTOR as follows:

Contractor rates as noted on Attachment 1 - Hourly Billing rates of Exhibit "A". Contractor shall submit invoices with appropriate supporting documentation upon completion. Total cost of the CONTRACT not to exceed \$45,000.

3. TERM. Term of this contract shall be November 2, 1999 through September 30, 2000.

4. EARLY TERMINATION. Either party hereto may terminate this contract at any time by giving thirty (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).

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 CONTRACTORS 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 CONTRACTORS employees), leased or hired vehicles, shall each be covered with Automobile Liability Insurance in the minimum amount of \$100,000/300,000 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 Liability Insurance coverage in the minimum amount of \$250,000.00 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 years after the expiration of the 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 the insurance policies shall be endorsed to contain the following clause:

"This insurance shall not be cancelled until after thirty (30) days prior written notice has been given to: "

(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:

7. EOUAL 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, disability, medical condition (cancer related), pregnancy, gender, marital status, sex, sexual orientation, age (over 18), veteran status or any other non-merit factor unrelated to job duties. Such non-discriminatory 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 \$50,000.00 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, disability, medical condition (cancer related), pregnancy, gender, marital status, sex, sexual orientation, age (over 18), veteran status, or any other non-merit factor unrelated to job duties. In addition, the CONTRACTOR shall make a good faith effort to consider Minority/Women/Disabled Owned Business Enterprises in CONTRACTOR's solicitation of goods and services. Definitions for Minority/Women/Disabled Business Enterprises are available from the COUNTY general Services Purchasing Division.

(2) The CONTRACTOR shall furnish COUNTY Affirmative Action Office information and reports in the prescribed reporting format (PER 4012) identifying the sex, race, handicap or 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 \$50,000.00 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 (worker's 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 workplace; (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 judgement that the CONTRACTOR engaged under this Agreement is in fact an independent contractor.

9. NONASSIGNMENT. Contractor shall not assign this Agreement without the prior written consent of the COUNTY.

10. 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.

11. 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.

12. ATTACHMENTS. This Agreement includes the following attachments:

Attachment A: Proposal for Architectual Services.

INDEPENDENT CONTRACTOR AGREEMENT

CONTRACT NO.

0096

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

COUNTY OF SANTA CRUZ

CONTRACTOR

By: _____
Human Resources Agency

By: [Signature]

Address: 3833 Glen Haven Rd
Soquel, CA 95073

Telephone: 831 462-4721

Tax ID#: SSN 557-74-2654

APPROVED AS TO INSURANCE:

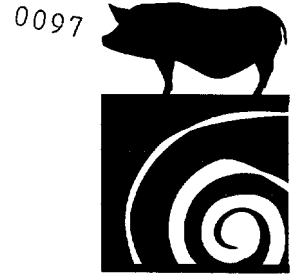
By: [Signature] 10-15-99
Risk Management

APPROVED AS TO FORM:

By: [Signature]
County Counsel

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

fcINDEP.CON (Rev. 7/8/98)



26 August 1999

Eileen Stern
Human Resources Agency
1000 Emeline Avenue
Santa Cruz, CA 95060

TEALL MESSER
ARCHITECT

3833 GLEN HAVEN RD.
SOQUEL CALIF. 95073
408 462 4721
FAX 462 9343

Sub: **1000 Emeline remodeling, additions**

Dear Eileen:

This is a proposal of architectural services for executing bid and construction documents and providing bidding and construction phase support for the planned additions to 1000 Emeline Avenue. This proposal is based on the plans I have prepared dated 24 August 1999 although it will apply to a different configuration of similar scope. Remodeling of the existing restrooms is included.

Given the age, original use and condition of the existing building we are expecting that the building electrical service size and panels will be adequate to service the expansion. New air handling and heating units will be installed for the additions and the existing ventilation will be reconfigured in the remodeled areas. The structural work will approach the remodeling from the standpoint of replacement in kind as opposed to re-engineering the existing building. All new work will comply with current building codes including the **accessibility** laws. It is expected that the existing fire exiting system for the HRA side of the building will need to be upgraded to current codes to accommodate the added exiting load. A fire sprinkler system will be required to be installed in the entire building.

The following services are included

1. Plans, details and schedules describing the work
2. Specifications for the products and methods
3. Structural engineering design
4. Mechanical engineering design for the new work including plumbing, heating and ventilation but excluding cooling
5. Fire sprinkler system design for the entire building. The head locations and distribution piping will be design-build.
6. Electrical engineering
7. Lighting design
8. Interior finish selection
9. Re-roofing of entire building

10. Cost estimating
11. California State energy compliance calculations and documentation

The following services are excluded from this proposal.

1. Geotechnical engineering or any complications arising from undisclosed subsurface conditions. The structural engineer will review the plans for the existing building and expects to be able to use a similar footing design.
2. Surveying, boundary or topographic
3. Landscaping architecture design
4. Civil engineering other than drainage around the additions. Water supply piping for the fire sprinkler system will need to be researched and should be biddable as design-build.
5. Changes to the parking lot or roadways
6. Structural, mechanical or electrical upgrading of the existing building beyond that necessitated by the additions
7. Legal or permit fees
8. Environmental impact studies
9. Changes to the existing conceptual design and neighborhood committee meetings. I am expecting that these will be handled under the existing agreement.
10. Reproduction expenses for bidding or permit applications

The fees for the phases of the above described work are below. I am proposing to work on an hourly basis against these numbers as not-to-exceed amounts. I expect that the construction document phase amounts will be largely consumed. The bidding and construction support phase amounts are very dependent on the skill and attitude of the general contractor along with discovered existing conditions and may, in a positive situation, be only partially used.

I will be engaging Peter Boyce, structural engineer, Dave Auble of Prime Design Group, electrical engineers, and Jim Gilcrest of Gilcrest Engineering Services, mechanical engineer, to address the work of their respective disciplines. These constitute my normal design team and we all work well together. The various hourly rates are attached as Attachment 1. We bill monthly.

Construction documents	\$27,900
Bidding	720
Construction support.	12,900
Total	\$41,520

I appreciate the opportunity to offer this proposal and look forward to working with you on the project.

Sincerely,

0099

A handwritten signature in black ink, appearing to read 'Teall R. Messer', with a long horizontal flourish extending to the right.

Teall R. Messer
California architect C 10 182

Enclosure

county\1000em99\prop02

Attachment 1

Teall Messer Architect
Proposal for 1000 Emeline Additions
26 August 1999

Hourly billing rates

Teall Messer Architect	\$ 80.00 per hour
Peter Boyce, structural engineer	\$110.00 per hour
Jim Gilcrest, Gilcrest Engineering Services	\$ 95.00 per hour
Dave Auble, Prime Design Group	\$ 85.00 per hour

COUNTY OF SANTA CRUZ
REQUEST FOR APPROVAL OF AGREEMENT

101

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

FROM: Human Resources Agency (Dept.)
Elm J. [Signature] (Signature) 10/21/99 (Date)

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, Teall Messer Architect, 3833 Glen Haven Rd., Soquel, CA 95073 (Name & Address)
2. The agreement will provide Architectural Services for Remodel Project of 1000 Emeline Ave.
3. The agreement is needed to provide construction documents in preparation for and in support
of the bid and construction phase of the remodel of 1000 Emeline Ave.
4. Period of the agreement is from Nov. 2, 1999 to Sept 30, 2000
5. Anticipated cost is \$ NTE 845,000 (Fixed amount; Monthly rote; Not to exceed)
6. Remarks: _____
7. Appropriations are budgeted in 392100 (Index#) (392100) (Subject)

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

Appropriations are available and have been encumbered. a Contract No. C091971 e 10
~~are not~~ will be

GARY A. KNUTSON, Auditor - Controller

By Ronald A. Silver Deputy.

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 _____

(Agency).

County Administrative Officer

Remarks: [Signature] (Analyst)

By [Signature] Date 10/21/99

Agreement approved as to form. Date _____

Distribution:
Bd. of Supv. - White
Auditor-Controller - Blue
County Counsel - Green
Co. Admin. Officer - Conroy
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,
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 _____

_____ 19 _____ By _____ Deputy Clerk