



JOHN A. FANTHAM
DIRECTOR OF PUBLIC WORKS

County of Santa Cruz⁰²⁵⁷

DEPARTMENT OF PUBLIC WORKS

701 OCEAN STREET, ROOM 410, SANTA CRUZ, CA 950604070
(631) 454-2160 FAX (831) 454-2385 TDD (831) 454-2123

AGENDA: DECEMBER 7, 1999

November 23, 1999

SANTA CRUZ COUNTY BOARD OF SUPERVISORS

701 Ocean Street
Santa Cruz, California 95060

SUBJECT: COMPUTERIZED VEHICLE MAINTENANCE PROGRAM

Members of the Board:

The Public Works Department utilizes a computerized vehicle maintenance program at our Brommer Yard Maintenance facility. This system tracks our vehicle maintenance, parts inventory and generates work orders.

We determined that the program was not Y2K compliant and investigated the feasibility of modifying the program accordingly. Unfortunately, we were notified that the vendor could not modify the program. We immediately began searching and investigating for a program replacement. After reviewing several programs, we have determined that the "Truck Tracker Pro" system by Modern Business Computing, Inc. can meet our needs at the least cost of all available programs. In addition, they are willing to make modifications to the program to match our particular needs.

Attached is an independent contractor agreement with Modern Business Computing, Inc. to modify and supply the necessary software for a not-to-exceed amount of \$14,040.00. Sufficient funds are available in the Public Works Internal Service Fund.

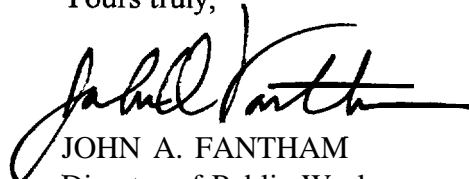
It is therefore recommended that the Board of Supervisors take the following action:

1. Approve the attached independent contractor agreement with Modern Business Computing, Inc. for a not-to-exceed amount of \$14,040.00.

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

Yours truly,

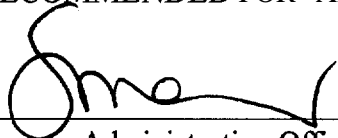


JOHN A. FANTHAM
Director of Public Works

BHT:bbs

Attachments

RECOMMENDED FOR APPROVAL,:



County Administrative Officer

copy to: Public Works Department (Glenn DiOrio)

INDEPENDENT CONTRACTOR AGREEMENT

0259

THIS CONTRACT is entered into this 7th day of December, 1999, by and between the COUNTY OF SANTA CRUZ, hereinafter called COUNTY, and MODERN BUSINESS COMPUTING, INC., hereinafter called CONTRACTOR. The parties agree as follows:

1. DUTIES. CONTRACTOR agrees to exercise special skill to accomplish the following result: for modification and supply of vehicle maintenance record keeping software as per Exhibit "A".

2. COMPENSATION. In consideration for CONTRACTOR accomplishing said result, COUNTY agrees to pay CONTRACTOR as follows: Progress payments in accordance with Exhibit "A", not to exceed \$14,040.00.

3. TERM. The term of this contract shall be: a l t o J u n e 3 0 , 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 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 _____. 0260

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) 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: GLEN-N DI ORIO
COUNTY OF SANTA CRUZ
PUBLIC WORKS DEPARTMENT
701 OCEAN STREET, ROOM 4 10
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: GLENN DI ORIO
COUNTY OF SANTA CRUZ
PUBLIC WORKS DEPARTMENT 0261
70 1 OCEAN STREET, ROOM 4 10
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.

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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: Exhibit "A".

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

COUNTY OF SANTA CRUZ

By: _____
Director of Public Works

CONTRACTOR
MODERN BUSINESS
COMPUTING, INC.

By: Kent Clausner

Address: 12 10 N. Elma Avenue
Elgin, IL 60120

Telephone: (847) 74 1-9980

APPROVED AS TO FORM:

By: Samuel Tenj 11/30/99
Chief Assistant County Counsel

APPROVED AS TO INSURANCE
REQUIREMENTS:

By: Janet McKinley 12-1-99
Risk Management

DISTRIBUTION: Auditor-Controller
Contractor
Public Works

BHT:bbs

CVMB

Modern Business Computing, Inc.

Truck Tracker Software

847-741-9980 FAX: 847-741-9740

e-mail: sales@modernbus.com

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Estimate of Costs

Truck Tracker Pro 4.0 with Parts Inventory

5-user — up to 500 Vehicles.. \$5,190
ODBC Driver \$50
Conversion of current data \$300

Total\$5,540

Custom Database Programming

Time Estimate: • 85 hours @ \$100/hour.....\$8,500

'Not to exceed 85 hours

*Hours are an estimate, may be lower or higher.

Changes are billed at \$100/hour

Total * \$8,500

Documentation (Optional)

Time Estimate: • 2 hours @ \$75/hour = \$150

*Hours are an estimate, may be lower or higher.

- To be started when application is complete.

On-Site Setup and Training of users (Optional)

Time Estimate: 1.5 hours @ \$100/hour/user

(eg. 5 users = 1.5 • \$100 * 5 = \$750)

Travel and other expenses will be paid County of Santa Cruz

Expected due date of first run of application

Will be determined when quotation is agreed upon.

Total Cost without options\$14,040

I agree to the Total Cost without options amount listed above and want to start the application design process.

X _____
(signature) County of Santa Cruz

Date

Modern Business Computing, Inc.

Truck Tracker Software

847-741-9980 FAX: 847-741-9740

e-mail: sales@modernbus.com

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Payment Schedule:

1st Payment Due - December 10, 1999 – Delivery of Base Program on December 7, 1999

Truck Tracker Pro 4.0 with Parts Inventory\$5540.00

- up to 500 vehicles
- **5-user** network version
- ODBC 32-Bit Driver

2nd Payment Due – December 17, 1999 – Delivery of live converted data

- Conversion of current data in old system
- Installation of converted data into new Truck Tracker Pro system
- Delivery of workable system without programming changes

Installation and setup with live new data\$2,833.00

3rd Payment Due – January 12, 2000 – Delivery of 1st phase of programming

- Use our programs repair order format currently in use
- Use preventive maintenance repair order currently in use
- Use our California Highway Patrol (CHP) repair order and scheduling program
- Add Line Card feature we have to identify parts per equipment, to the Changing a Vehicle Record screen
- Link the Line Card feature to the parts inventory database
- Add function keys:
- F8 to open vehicles icon
- **F9** to open work orders
- Support of all changes purchased shall be included
- Vehicles
Change all references of vehicles to equipment, in the program.
- List of screen items:
- Equipment Number - 5 digits only needed to see equipment
- Make - larger field size
- Model - larger field size
- License Number - O.K.
- Meter - O.K.
- VIN No. - 20 number/letters
- Location - 6 spaces smaller field size
- Purchase date - move to screen viewing area
- Move license type to area beyond screen view

Service/Parts

- Date
- Work Order Number
- Meter Service Code
- Description Repair

Modern Business Computing, Inc.

Truck Tracker Software

847-741-9980 FAX: 847-741-9740

e-mail: sales@modernbus.com

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- Labor and Parts -added to screen

Programming - 1st Phase.....* **\$2,833.00**

4th Payment Due – January 26, 2000 – Delivery of 2nd phase of programming

Work Orders

- Add = New/Adding a work order
- Work Order Number - auto'default to number
- Repair order numbers and preventive maintenance numbers to have different numbering sequence
- Date - auto fill
- Time - not needed or current time automatically entered
- Vendor Number auto fill-with preset default of our choice
- Vehicle Number - auto fill from vehicle screen
- Meter - **no** entry needed (no error message when saving) at this time. Entry to be made when work is completed and entered into program when closing work order
- Location - automatic from vehicle number database
- Mechanic identification number - manual entry
- **Alt/P** = print work order

Addina a service

We will add the service code when purchase order is inputted. We want the service code to be the same as vehicle/location dBASE. Enter P.M. and service performed will say Preventive Maintenance.

Parts

- Cost showing in Item Maintenance Screen - maybe put this in place of the Sub Category column area


Usage Box

- Enter part number only
- Taken from [entry] (defaultt to our choice)

Update Usage

- Code box - not needed

Programming - 2nd Phase **\$2,834.00**

ACORD CERTIFICATE OF LIABILITY INSURANCE				POLICY NUMBER 11/30/99	DATE (MM/DD/YYYY) 11/30/99
PRODUCER Corkhill Insurance Agency, Inc. 1699 Wall Street Suite 506 Mount Prospect IL 60056 Phone: 847-758-1000 Fax: 847-758-1200			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.		
INSURED Modern Business Computing 1210 N. Elgin Elgin IL 60120			INSURERS AFFORDING COVERAGE INSURER A: CNA Insurance Companies INSURER B: INSURER C: INSURER D: INSURER E:		
COVERAGES THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY ASSIGNMENT, 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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.					
SR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC	BAP 1078275760	07/15/99	07/15/00	EACH OCCURRENCE \$1,000,000 FIRE DAMAGE (Any one fire) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADVERTISMENT \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMPOUND \$1,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	BAP 1078275760	07/15/99	07/15/00	COMBINED SINGLE LIMIT (Per accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY - EA ACC \$ EACH OCCURRENCE \$ AGGREGATE \$ DEDUCTIBLE \$ RETENTION \$
A	EXCESS LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				WC STAT. TORY LIMITS E.L. EACH ACCIDENT \$100,000 E.L. DISEASE - EA EMPLOYEE \$100,000 E.L. DISEASE - POLICY LIMIT \$500,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY OTHER	WC 10782757174	07/15/99	07/15/00	
DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS					
CERTIFICATE HOLDER N ADDITIONAL INSURED/INSURER LETTER: CANCELLATION					
COUNTY OF SANTA CRUZ Attn: Dept. of Public Works 701 Ocean St. Santa Cruz CA 95060			SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. 		

ACORD 25-S (7/97)

CORKHILL INSURANCE CORPORATION 199

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COUNTY OF SANTA CRUZ
REQUEST FOR APPROVAL OF AGREEMENT 0268

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

FROM: PUBLIC WORKS (Dept.)
Gordon M. [Signature] (Signature) 11/12/99 (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 Modern Business Computing, Inc., 1210 N. Elma Ave., Elgin, IL 60120 (Name & Address)
2. The agreement will provide for modification and supply of vehicle maintenance ~~software~~
record keeping software.
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 \$ 14,040.00 (Fixed amount; Monthly rate; Not to exceed)
6. Remarks: Contract \$14,040.00; ~~Overhead \$982.80; Total \$15,022.80~~
7. Appropriations are budgeted in 601000 ! 60045 ! 3489 ! (Index#) 5855 (Subobject)

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

Appropriations are available and Contract will be encumbered. o

GARY A. KNUTSON, Auditor - Controller

By *Ronald A. Silva* 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). County Administrative Officer

Remarks:
____ (Analyst) By _____ Date _____

Agreement approved as to form. Date _____

BHT:bbs

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

*T.O. Dept. if rejected.

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ADM 29 (6/95)

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 _____ County Administrative Officer
_____ 19 _____ By _____ Deputy Clerk



JOHN A. FANTHAM
DIRECTOR OF PUBLIC WORKS

County of Santa Cruz

DEPARTMENT OF PUBLIC WORKS

701 OCEAN STREET, ROOM 410, SANTA CRUZ, CA 950604070
(831) 454-2160 FAX (831) 454-2385 TDD (831) 454-2123

AGENDA: DECEMBER 7, 1999

November 30, 1999

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

SUBJECT: BRANCIFORTE CREEK HOMES PROTECTION
EMERGENCY WATERSHED PROTECTION PROJECT

Members of the Board:

On June 22, 1999, your Board adopted resolutions accepting unanticipated revenue from the Natural Resources Conservation Service (NRCS) and the property owners for the subject project in the total amount of \$284,000. The anticipated total cost of the project based on the low bid for the construction contract, the independent contractor agreement for design services and associated contingencies and overhead costs now exceeds the amount of unanticipated revenue previously accepted by resolution.

The low bid for the construction contract was \$270,170.00, and was submitted by Reber Construction of Santa Cruz. The independent contractor agreement with Bowman & Williams Consulting Engineers for design of the project calls for engineering services in the amount of \$25,775.00. The contingencies and overhead costs associated with these contracts total \$47,733.15. Inspection, permitting, and design review costs are estimated to total an additional \$23,478.00, for a total estimated cost of \$367,156.15. In order to award the construction contract for this project, additional resolutions accepting unanticipated revenue must be adopted by your Board. NRCS has agreed to increase its funding to accommodate the increased cost. The property owners have been contacted about the increased cost of the project, and have indicated that they are willing to continue with the project.

SANTA CRUZ COUNTY BOARD OF SUPERVISORS

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It is therefore recommended that your Board adopt the resolutions accepting unanticipated revenue into the 1999/00 fiscal year in the amount of \$20,750.00 from the Natural Resources Conservation Service and \$62,406.15 from the property owners and the City of Santa Cruz.

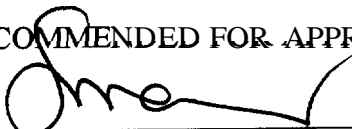
Yours truly,

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

GG:bbs

Attachments

RECOMMENDED FOR APPROVAL:



County Administrative Office

copy to: Public Works Department

BCHPB

BEFORE THE BOARD OF SUPERVISORS
OF THE COUNTY OF SANTA CRUZ, STATE OF CALIFORNIA 0271

RESOLUTION NO. _____

On the motion of Supervisor _____
duly seconded by Supervisor _____
the following resolution is adopted:

RESOLUTION ACCEPTING UNANTICIPATED REVENUE

WHEREAS, the County of Santa Cruz is a recipient of funds from United States Department of Agriculture Natural Resources Conservation Service for the Branciforte Creek Homes Protection Project; and

WHEREAS, the County is a recipient of funds in the amount of \$20,750.00 which are either in excess of those anticipated or are not specifically set forth in the current fiscal year budget of the County; and

WHEREAS, pursuant to Government Code Sections 29130(c), 29064(b), such funds may be made available for specific appropriation by a four-fifths vote of the Board of Supervisors;

NOW, THEREFORE, BE IT RESOLVED AND ORDERED that the Santa Cruz County Auditor-Controller accept funds in the amount of \$20,750.00 into Public Works Department

Index No. 601000 Revenue Subobject No. 1062

and that such funds be and are hereby appropriated as follows:

<u>INDEX NO.</u>	<u>ACCOUNT NO.</u>	<u>PRJ/UCD</u>	<u>ACCOUNT NAME</u>	<u>AMOUNT</u>
601000	3590		DPW-Internal Service Fund	\$20,750.00

DEPARTMENT HEAD: I hereby certify that the fiscal provisions have been researched and that the Revenue(s) (has been) (will be) received within the current fiscal year.

BY Charlie A Jones Jr
For Department Head

Date 11-30-99

COUNTY ADMINISTRATIVE OFFICER //Recommended to Board

0272

/___/Not Recommended to Board

PASSED AND ADOPTED by the Board of Supervisors of the County of Santa Cruz, State of California, this day of _____, 1999, by the following vote (requires four-fifths vote approval):

AYES: SUPERVISORS

NOES: SUPERVISORS

ABSENT: SUPERVISORS

Chairperson of the Board

ATTEST: _____
Clerk of the Board

APPROVED AS TO FORM:

Samuel Tan 2/1/99
Chief Assistant County Counsel

APPROVED

AS TO ACCOUNTING DETAIL:

Auditor-Controller

Distribution: Auditor-Controller
Public Works Department