



County of Santa Cruz

0101

GENERAL SERVICES DEPARTMENT

701 OCEAN STREET, SUITE 330, SANTA CRUZ, CA 95060-4073

(831) 454-2718 FAX: (831) 454-2710 TDD: (831) 454-2123

ROY HOLMBERG, DIRECTOR

February 3, 2000

Agenda: February 15, 2000

Board of Supervisors
County of Santa Cruz
701 Ocean Street
Santa Cruz, California 95060

Emeline Campus Traffic and Pedestrian Circulation Plan

Dear Members of the Board:

On February 8, 2000 your Board accepted a status report on the contract award for engineering services for the Emeline Campus Traffic and Pedestrian Circulation Plan. At that time, staff had completed negotiations with Fehr & Peers Associates, Inc. of Lafayette and San Jose, California to perform the specified work, and were completing the documentation for your Board's approval today.

Staff from Public Works, General Services and the County Administrative Office have reviewed the proposal and concur that the work proposal from the engineering firm would provide the County with the necessary information for improving vehicular and pedestrian circulation, including ADA compliance recommendations. Following our negotiations, the contract costs will be a **not-to-exceed** amount of \$29,925, which represents a 24% reduction from the firm's original proposal and brings the proposal closer to staff's original estimate of \$20,000. Funding for this project is available in Index 191065, Subobject 6610.

As previously reported to your Board on November 16, 1999, this project represents the first phase of a two phase approach to improving the Emeline campus vehicular and pedestrian traffic circulation system, which has been identified by the Emeline Campus Committee as a high priority need. As shown in the attached scope of work from the engineering firm, the first phase work will identify the current circulation patterns and problems and develop a list of potential projects with cost estimates that

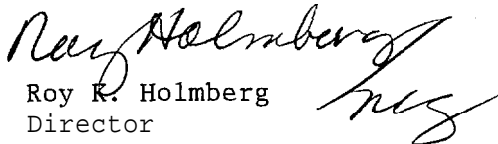
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Emeline Campus Traffic and Pedestrian Circulation Plan

would address the site's problematic circulation issues. Specifically, the firm will conduct an on site work shop, where the Emeline Campus Committee will be invited to participate to provide input on current circulation routes, deficiencies and suggested improvements. Following the workshop, the firm will commence their data collection and analysis, including on site recording and study of vehicular, pedestrian and bicycle circulation, and collection of records of accident reports and trends. An initial set of improvements will be developed from the resources collected, and presented to County staff for review. After confirmation that the recommendations are consistent with County work product expectations, the firm will then develop conceptual plans and costs estimates, including scaled drawings on autoCAD. Draft and final reports will then be prepared, inclusive of the County's ranking of the project recommendations.

The final product of the first phase work will be a prioritized list of traffic and circulation projects with cost estimates. These projects will be designed to increase safety for staff and visitors of the Emeline site, increase the accessibility for the disabled community and clarify the overall circulation at the site. The staff feel confident that Fehr & Peers Associates, Inc., will complete the project with deliverables that will serve the County's planning needs. The prioritized project list and cost estimates will be used by the Emeline Campus Committee to recommend projects to your Board for inclusion in the Plant budget through the annual County budget process.

It is therefore recommended that your Board authorize the General Services Director to process and execute the attached agreement with Fehr & Peers Associates, Inc. in an amount not to exceed \$29,925 for engineering services associated with the Emeline Campus Traffic and Pedestrian Circulation Plan.

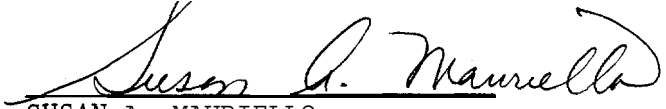
Very truly yours,


Roy K. Holmberg
Director

RKH/NCG

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Emeline Campus Traffic and Pedestrian Circulation Plan

RECOMMEND&?


SUSAN A. MAURIELLO @ .
County Administrative Officer

attachments: ADM29
Independent Contractor Agreement

cc: Auditor-Controller
General Services - Fiscal
County Administrative Office
Department of Public Works
General Services Department

file: eme0215

0104

Contract No. _____

INDEPENDENT CONTRACTOR AGREEMENT

THIS CONTRACT is entered into this 15th day of February, 2000, by and between the COUNTY OF SANTA CRUZ, hereinafter called COUNTY, and FEHR & PEERS ASSOCIATES Inc., hereinafter called CONTRACTOR. The parties agree as follows:

1. DUTIES. CONTRACTOR agrees to exercise special skill to accomplish the following results: see attached scope of work and deliverables dated January 13, 2000 and addendum dated February 1, 2000, for County of Santa Cruz General Services Department.

2. COMPENSATION. In consideration for CONTRACTOR accomplishing said result, COUNTY agrees to pay CONTRACTOR as follows: Payment not to exceed \$29,925.00, processed for payment in full after project completion, receipt of invoice, and approval of project manager.

3. TERM. The term of this contract shall be: February 15, 2000 through June 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 to the extent such losses are a result of, arising out of, or in any manner connected with the CONTRACTOR'S negligent performance or intentional acts under the terms of this Agreement. 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 ⁰¹⁰⁵ 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 from each subcontractor equivalent to that required of CONTRACTOR in this Agreement, unless CONTRACTOR and COUNTY both initial here MSH.

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 the CONTRACTOR is not a material part of performance of this Agreement and CONTRACTOR and COUNTY both certify to this fact by initialing here MSH / _____

(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 \$_____ 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:

Santa Cruz County
General Services Department
Attn: Mary M. Carroll - ICA/FPA
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: Mary M. Carroll - ICA/FPA
701 Ocean Street, Room 330
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, 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 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. NONASSIGNMENT. CONTRACTOR shall not assign the 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.

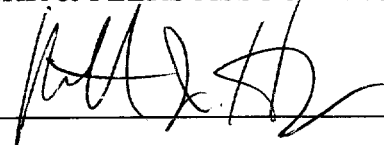
11. PRESENTATION OF CLAIMS. Presentation and processing of any or all claims arising out of or related to this Agreement shall be made in accordance with the provisions contained in Chapter 1.05 of the Santa Cruz County Code, which by this reference is incorporated herein.

12. ATTACHMENTS. This Agreement includes the following attachments:
(a) Work Scope, (b) Cost Estimate/Breakdown, and (c) Schedule.

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

1. FEHR & PEERS ASSOCIATES

4. COUNTY OF SANTA CRUZ

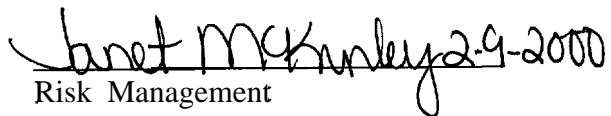
By: 

By: _____


Address: 3685 Mt. Diablo Blvd., Suite 301
Lafayette, CA 94549-3763

Telephone: (925) 284-3200

2. APPROVED AS TO INSURANCE:


Risk Management

3. APPROVED AS TO FORM:


County Counsel

- DISTRIBUTION:
- County Administrative Office
 - Auditor-Controller
 - County Counsel
 - Risk Management
 - Fehr & Peers Associates
 - General Services - Fiscal

Emeline Campus Traffic and Pedestrian Circulation Plan Scope, Fee and Schedule

It is Fehr & Peers Associates understanding that the subject project will be performed in two phases. The first phase will gather and analyze information in order to develop recommendations for improving vehicular and pedestrian circulation. Included in the recommendations will be minimum ADA compliance recommendations. This phase will conclude with a ranked list of recommended projects with order of order-of-magnitude cost estimates for each.

Once the County has determined which projects it will proceed with in the short-term, Phase II of the study will be initiated to develop plans, specifications and estimates for those improvements. This work scope and fee address only Phase I of this study. It would be premature to develop a scope and cost for Phase II at this time. In addition, depending on the nature of the improvements developed in Phase II, a landscape architecture or civil engineering firm may be a better prime consultant for this work than Fehr & Peers Associates.

Phase I Work Scope

Refine Work Scope - The following work scope represents Fehr & Peers Associates recommended approach. We view this as a preliminary scope and welcome input and suggested changes from the County with the understanding that as the scope is refined, budget changes may also be in order. If this project is awarded to Fehr & Peers Associates, we anticipate that refinements will be necessary.

Workshop and Surveys – Fehr & Peers Associates will meet with key administrative staff from the campus and County to identify concerns and issues. Fehr & Peers Associates proposes doing this in the form of a workshop held on-campus. The workshop will be scheduled on a normal business day and will be initiated with a 15 to 30-minute presentation and explanation of the study (County participation in this presentation would be beneficial). Following the presentation, the meeting will break into three working groups (each at a station). Workshop attendees will be asked to visit each station to provide input. The stations will be:

- **Circulation Routes** – This station will contain a large-scale aerial photograph of the campus (aerial to be provided to Fehr & Peers Associates by the County) and individuals will be invited to draw their vehicular and pedestrian circulation routes (vehicle and pedestrian movements will be recorded in different colors).
- **Deficiencies** – This station will also contain a large-scale aerial photograph and individuals will be invited to identify areas with safety concerns and design inadequacies.
- **Wish List** – On this station, individuals will be invited to suggest campus improvements. These improvements may be spot-specific (i.e., implement a

raised crosswalk at this location) or more general (i.e., develop more convenient and safe bicycle parking).

Each station will be staffed by a Fehr & Peers Associates or County representative (for the purposes of costing, this scope assumes that only Matthew Ridgway will attend the workshop), so at least two County representatives will need to attend. These individuals will facilitate the input process at each station and record comments and suggestions.

Product: The product of this work will be meeting summary describing the meeting and input received. The summary will employ graphics to summarize issues to the maximum extent possible.

Meeting(s) : One workshop

Data Collection and Analysis -Following the workshop and survey effort, Fehr & Peers Associates will visit the campus to observe vehicular, pedestrian and bicycle circulation. Observations will be focussed at locations with reported safety concerns and areas with design inadequacies. Observations will include photographs, spot counts of vehicle and pedestrian travel. It is difficult to identify the number of locations and time periods in which observations will be conducted, but for the purposes of costing, this scope assumes that two individuals will spend two days on campus (7:00 AM to 6:00 PM).

In addition to spot observations, we expect that more detailed information in some areas will be necessary. We have budgeted 24-hour vehicular hose counts at up to three locations and 11 -hour pedestrian observations at two locations.

Fehr & Peers Associates will also work with County staff to obtain accident records (1997 through 1999) for the campus. This data will be compiled and analyzed to identify locations with high incidence of accidents, frequent accident types and key accident trends (for example we may find that a disproportionate share of accidents occur at night).

Project Identification – Using data and observation conducted in the previous task, Fehr & Peers Associates will develop an initial set of recommended improvements. We will present text descriptions of these improvements to the County for review. The intent of this review is to make sure our recommendations are consistent with County expectation before we spend time detailing and costing these improvements.

After confirming direction, Fehr & Peers Associates will develop conceptual plans and cost estimates. We expect that these plans will be scaled drawings (1" equals 40') in an AutoCAD format. We will also prepare order-of-magnitude costs. Fehr & Peers Associates has allocated about 100 hours to the development of conceptual improvements and costs. The level of detail of these improvement plans will be dependent on the number and complexity of the improvements.

Product: The product of this work will be an Administrative Draft Report (5 copies provided to the County) documenting the initial workshop and surveys, data collection and analysis, and presenting preliminary plans and cost estimates for recommended improvements.

Meeting(s): One meeting with County staff to review and refine the Administrative Draft Report

Final Report – As a final task, Fehr & Peers Associates will make final revisions to the Report and attend one meeting to present the results of the study to administrators at the Emeline Campus and/or County Board of Supervisors.

Product: Final Report (10 copies and a reproducible original provided to the County)

Meeting(s): One meeting to present the results of the study.

Fee

Fehr & Peers Associates can complete the scope described above for a fixed fee of \$29,925. This fee includes attendance at three meetings and a workshop and preparation of two drafts and a final report. We have allocated 100 hours to the development of conceptual improvements and costs. We believe that this allocation is adequate for this study, but should a large number of improvements emerge for design, we will negotiate with the County to (1) postpone development of plans for some locations, (2) increase the fee to provide sufficient budget to develop conceptual improvements and costs for all locations, or (3) reduce the level of detail of the improvement plans and costs.

Schedule

We estimate that this project will require about four months to complete.

COUNTY OF SANTA CRUZ
REQUEST FOR APPROVAL OF AGREEMENT

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

FROM: General Services 0114

[Signature] (Signature) _____ (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 - General Services Department (Agency)
Att: Matthew Ridgway
and Fehr & Peer Associates, 3685 Mt. Diablo Blvd. Suite 302, Lafayette CA 94549 (Name & Address)

2. The agreement will provide engineering services for Phase 1 of Emeline Campus Traffic and Pedestrian Circulation Plan Improvements

3. The agreement is needed, to improve staff and visitor safety

4. Period of the agreement is from Board approval to June 30, 2000

5. Anticipated cost is \$ 29,925.00 (Fixed amount; Monthly rate; Not to exceed)

6. Remarks: _____

7. Appropriations are budgeted in 191065 45003 (Index#) 6610 (Subobject)

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

Appropriations are available and 2/9/00 encumbered. Contract No. CO92039 Date _____
are not

GARY A. KNUTSON, Auditor - Controller

By Ronald J. Nelson 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 General Services Department

(Agency) _____ County Administrative Officer

Remarks: _____

(Analyst) By [Signature] Date 2-9-00

Agreement approved as to form. Date _____

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

*To Orig. Dept. if rejected.

27
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