



# County of Santa Cruz

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## 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**

March 27, 2000

AGENDA: April 11, 2000

Board of Supervisors  
COUNTY OF SANTA CRUZ  
701 Ocean Street  
Santa Cruz, CA 95060

**CONTRACT FOR ENGINEERING SERVICES  
(PHARMACY-LAB AUXILIARY COOLING/INSTALL PRE-COOLING COILS) Q37006**

Members of the Board:

As part of the 1999/2000 Plant Budget, your Board allocated funds for two HVAC related projects at 1080 Emeline. These projects were to install pre-cooling coils in the main HVAC system and supplemental air-conditioning for the pharmacy-laboratory. The estimated cost for engineering services and construction costs for completing the two projects is \$50,000. It is anticipated that a combination of the projects will result in anticipated savings for engineering services.

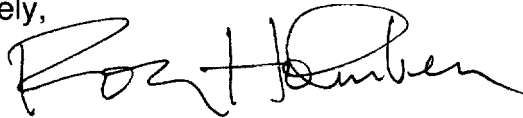
Attached for your Board's review is an Independent Contractor Agreement with Salas O'Brien Engineers, Inc. for a not-to-exceed amount of \$10,780 that will provide engineering services for these two projects.

In order to proceed with the project, Health Service Agency is contributing \$50,000 to allow sufficient funding to complete the work on the 1080 Emeline HVAC system. The attached Resolution details the acceptance and appropriation of these funds into the Plant Budget.

It is therefore RECOMMENDED that your Board:

1. Adopt the attached Resolution accepting unanticipated revenues in the amount of \$50,000 and appropriate these funds into the Plant Budget Index 191020/ Q37006, Sub Object 6610;
2. Approve the attached Independent Contractor Agreement with Salas O'Brien, Inc. for engineering services for a not-to-exceed amount of \$10,780; and,
3. Authorized the General Services Director to execute the Agreement.

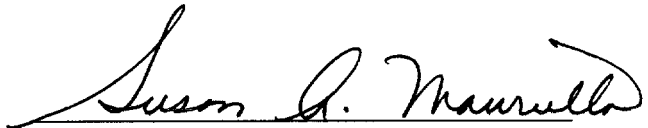
Sincerely,



ROY K. HOLMBERG  
Director

RKH:SB:mmc

RECOMMENDED:



SUSAN A. MAURIELLO  
County Administrative Officer

Attachments (3):     ADM-28  
                          AUD 60  
                          Independent Contractor Agreement

cc: County Administrative Office  
      Auditor-Controller  
      General Services - Manager  
      Health Services Agency - Fiscal

County Counsel  
General Services - Fiscal

Contract No. \_\_\_\_\_

INDEPENDENT CONTRACTOR AGREEMENT

THIS CONTRACT is entered into this day of March, 2000, by and between the COUNTY OF SANTA CRUZ, hereinafter called COUNTY, and SALAS O'BRIEN ENGINEERS, INC., hereinafter called CONTRACTOR. The parties agree as follows:

1. DUTIES. CONTRACTOR agrees to exercise special skill to accomplish the following results: engineering, design and bid document preparation to provide auxiliary cooling for pharmacy laboratory and installation of pre-cooling coils in facility HVAC system to include bid support, construction period services and project maintenance at 1080 Emeline Avenue, Santa Cruz CA, 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 \$10,780.00, 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: March, 2000\_ t h r o u g h June 30, 2000 and on continuous contract.
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 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 \_\_\_\_/\_\_\_\_.

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 \_\_\_\_/\_\_\_\_.

(3) Comprehensive or Commercial General Liability Insurance coverage in the minimum amount of \$1,000,000 combined single limit, including coverage for: (a) bodily injury, (b) personal injury, (c) broad form property damage, (d) contractual liability, and (e) cross-liability.

(4) Professional Liability Insurance in the minimum amount of \$ 1,000,000 combined single limit, if, and only if, this Subparagraph is initialed by CONTRACTOR and COUNTY JK/\_\_\_\_

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 - O'Brien ICA/1000 Emeline  
 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 - O'Brien ICA/1000 Emeline  
 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 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, 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 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. 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.

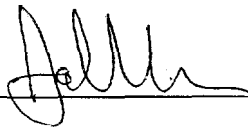
11. PRESENTATION OF CLAIMS. Presentation and processing of any or all claims arising out of or related to this Agreement shall be made in accordance with the provisions contained in Chapter 1.05 of the Santa Cruz County Code, which by this reference is incorporated herein.

12. ATTACHMENTS. This Agreement includes the following attachments:  
NONE.

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

1. SALAS O'BRIEN ENGINEERS, INC.

4. COUNTY OF SANTA CRUZ

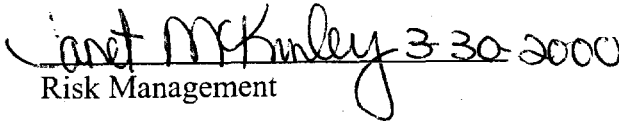
B \_\_\_\_\_ y \_\_\_\_\_ : 

By: \_\_\_\_\_

Address: 498 Foam Street  
Monterey, CA 93940

Telephone: (83 1) 657-025 I

2. APPROVED AS TO INSURANCE:

  
Risk Management

3. APPROVED AS TO FORM:

  
County Counsel

DISTRIBUTION: County Administrative Office  
Auditor-Controller  
County Counsel  
Risk Management  
General Services - Fiscal



COUNTY OF SANTA CRUZ

REQUEST FOR APPROVAL OF AGREEMENT

0009

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

FROM: General Services

[Handwritten Signature]

(Signature)

(Dept.)

(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 and Salas O'Brien Engineering, Inc., 498 Foam St., Monterey CA 93940

2. The agreement will provide plans and specification package for HVAC modifications at 1080 Emeline to provide supplemental cooling to the pharmacy lab and install pre-cooling coils

3. The agreement is needed, because the work can be performed most expeditiously by contract

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

5. Anticipated cost is \$ 10,780 (Fixed amount; Monthly rate; Not to exceed

6. Remarks:

7. Appropriations are budgeted in 191020 37006 (Index#) 6610 (Subobject

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

Appropriations are available and have been encumbered. Contract No. C092068 Date 3/30/00

GARY A. KNUTSON, Auditor - Controller

By [Handwritten Signature] 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).

Remarks: BY BW County Administrative Officer Date

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.

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 Deputy Clerk

0010

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

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 Health Services  
Agency \_\_\_\_\_ for plant project pharmacy-lab auxilliary program; and  
cooling

WHEREAS, the County is recipient of funds in the amount of \$ 50,000  
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 Section 29130(c)/29064(b), such funds may  
be made available for specific appropriation by a four-fifths vote of the Board of  
Supervisors.

NOW, THEREFOR, BE IT RESOLVED AND ORDERED that the Santa Cruz County  
Auditor-Controller accept funds in the amount of \$ 50,000 into


~~Department~~ Capital Projects Fund, 1080 Emeline

TIC	Index Number	Revenue Subject Number	Account Name	Amount
001	191020	2367	contribution from other funds	50,000

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

T/C	Index Number	Expenditure Subject Number	PRJ/UCD	Account Name	Amount
021	191020	6610	Q 37006	STructions & Improvemnts	50,000

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

B y   
Department Head

Date \_\_\_\_\_

COUNTY ADMINISTRATIVE OFFICER

Recommended to Board  
 Not Recommended to Board

PASSED AND ADOPTED by the Board of Supervisors of the County of Santa Cruz,  
State of California, this \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_\_  
by the following vote (requires four-fifths vote for approval):

AYES: SUPERSVISORS  
NOES: SUPERSVISORS  
ABSENT: SUPERSVISORS

\_\_\_\_\_  
Chairperson of the Board

ATTEST:

\_\_\_\_\_  
Clerk of the Board

APPROVED AS TO FORM:

APPROVED AS TO ACCOUNTING DETAIL:

*Henry A. Oberhammer*  
County Counsel

*Ronald J. Wilson* 3/30,00  
Auditor-Controller

Distribution:  
Auditor-Controller  
County Counsel  
County Administrative Officer  
Originating Department