

DIRECTOR OF PUBLIC WORKS

County of Santa Cruz 0443

DEPARTMENT OF PUBLIC WORKS

701 OCEAN STREET, ROOM 410, SANTA CRUZ, CA 950604070 (651) 454-2160 FAX (631) 454-2365 TDD (631) 454-2123

AGENDA: JUNE 27, 2000

June 15, 2000

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

SUBJECT: HUTCHINSON ROAD - COUNTY SERVICE AREA NO. 13

(5TH DISTRICT)

Members of the Board:

Hutchinson Road, County Service Area (CSA) No. 13, has received a proposal from Bowman and Williams for topographic survey and preliminary design recommendations for a retaining wall. The CSA is requesting that your Board accept this proposal and authorize payment upon satisfactory completion of the work. Sufficient funds are included in the 2000/2001 CSA No. 13 budget (62195) to cover this expenditure, contingent upon your Board's approval of the 2000/2001 budget.

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

1. Approve the attached independent contractor agreement in the amount of \$8,760.00 with Bowman and Williams.

Yours truly.

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

JOHN A. FANTHAM
Director of Public Works

TAH:bbs Attachments

RECOMMENDED FOR APPROVAL:

County Administrative Officer

copy to: Department of Public Works

44

HUTB

Contract	No.	
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COUNTY SERVICE AREA

INDEPENDENT CONTRACTOR AGREEMENT

THIS CONTRACT is entered into this <u>15</u> day of <u>May</u>, 2000, by and between the COUNTY OF SANTA **CRUZ**, hereinafter called COUNTY, and <u>Bowman & Williams</u>,

hereinafter called **CONTRACTOR**. The parties agree as follows:

- 1. <u>CONITS</u> ACTOR agrees to exercise special skill to accomplish the following result: See Attachment "E"
- 2. <u>COMPENSATION.</u> In consideration for CONTRACTOR accomplishing said result, COUNTY agrees to pay CONTRACTOR as follows: Upon satisfactory completion of work in accordance with Attachment **"E"**
 - 3. <u>ITERM.</u> in the Bernon of this constrapt pshall ober a 1 through Junu 30,300 1.
- 4. **EARLY TERMINATION. Either** party hereto may terminate this contract at any time by giving 30 days written notice to the other party.
- 5. <u>INDEMNIFICATION FOR DAMAGES, TAXES AND CONTRIBUTIONS</u>. CONTRACTOR shalt 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 properly 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(&) 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 offiers, employees and agents engaged in the performance of this Agreement (including, without limitation, unemployment insurance, social security and payroll taxwithholding).

Bowman & Williams Job No. 21790

"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:
Public Works Department
Attention: Susann Rogberg
701 Ocean Street, Room 410
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 deliiered or sent to:

Public Works Department, 701 Ocean Street, Room 410, Santa Cruz, CA 95060, Attn: Susann Rogberg

- 7. <u>EQUAL EMPLOYMENT OPPORTUNITY.</u> During and in relation to the performance of this Agreement, CONTRACTOR agrees as follows:
 - A. The CONTRACTOR shall not discriminate against any

employee or applicant for employment **because** of race, color, religion, **national** origin, ancestry, physical or mental disability, medical **condition** (cancer related), marital status, 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 avaitable from the COUNTY General Services Purchasing Division.
- (2) The CONTRACTOR shall furnish COUNTY Public Works Affirmative Action Offiir 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 soliciiticn efforts made to subcontract with Minority/Women/Disabled Business Enterprises.
- (3) In the event of the CONTRACTORS non-compliance with the non-discrimination clauses of thii Agreement or with any of the **said** rules, regulations, or orders said CONTRACTOR may be declared ineligible for further agreements **with** the COUNTY.
- (4) The CONTRACTOR shall cause the foregoing provisions of this Subparagraph 7B. to be inserted in all subcontracts for any work covered under this Agreement by a subcontractor compensated more than \$50,000 and employing more than fifteen (15) employees, provided that the foregoing

provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

8. <u>INDEPENDENT CONTRACTOR STATUS</u>. CONTRACTOR and COUNTY have reviewed and considered the principal test and secondary **factors** below and agree that CONTRACTOR is an independent contractor and not an employee of COUNTY. CONTRACTOR is responsible for ail insurance (workers compensation, unemployment, etc.) and ail 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.

<u>PRINCIPAL TEST</u>: 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 ail 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.

- IO. CONTRACTOR is responsible to pay prevailing wages and maintain records as required by Labor Code Section 1770 and following.
- 11. <u>NONASSIGNMENT.</u> CONTRACTOR shall not assign this Agreement without the prior written consent of the COUNTY.
- 12. <u>RETENTION AND AUDIT OF RECORDS</u>. 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.
- 13. <u>PRESENTATION OF CLAIMS</u>. 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 : Attachment "E' and Insurance Certificates

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

CONTRACTOR

Address: 1011

Santa Cruz, CA 95060

Telephone: (408)426-3560

Tax ID No. 94-2321814

COUNTY OF SANTA CRUZ

Ву: _____

APPROVED AS TO FORM:

DISTRIBUTION:

County Administrative Office

Auditor-Controller County Counsel Risk Management -

Contractor

-6-

Contractor:

Street:

City, State, Zip Code:

Phone Number:

Bowman &Williams 1011 Cedar Street

Santa Cruz, CA. 95060 (831) 426-3560

Contract No.

State Contractors License No.

Type of License

TÁX ID NUMBER: 94-2321814

CONTRACTOR agrees to furnish ail labor, equipment and materials to complete the following work:

See attached Proposal letter to Mr., Phillip Rodaers, dated 3 May 2000.

\$9760.00

(Attach additional sheets as necessary)

COUNTY OF SANTA CRUZ DIRECTOR OF PUBLIC WORKS OR PURCHASING AGENT

Attachment E



1011 CEDAR • PO BOX 1621 • SANTA CRUZ, CA 95061-1621 PHONE (831) 426-3560 FAX (831) 426-9182 www.bowmanandwilliams.com

3 May, 2000

Mr. Phillip Rodgers 17098 Lon Road Los Gatos, CA 95033

Re: CSA #13 Hutchinson Road Landslide Repair

Our File No. 21790

Dear Phil.

Bowman & Williams is pleased to provide you with this proposal for the Hutchinson Road Landslide Repair Project. We propose dividing the project into two phases. The first phase would be a topographic survey and conceptual retaining wall design. The second phase would be the final retaining wall design.

Based on our site visit on March 28 and discussions with Joe Haro of Haro, Kasunich & Associates Geotechnical Engineers we feel that breaking the project into these two phases is the most effective way to proceed. The fees listed below do not include Geotechnical Engineering Services by Haro & Kasunich. It is our understanding that those services will be handled under a separate contract

Our specific scope of work for phase one would be as follows:

1. Preliminary Reconnaissance and Provide Topographic Mapping.

This item includes preliminary site reconnaissance. We would propose to conduct a topographic survey of the slide site and surrounding area. We would provide a topographic map with one foot contours based on the county of Santa Cruz vertical datum. We would include existing right of way and property line locations for the affected area.

Fee \$6,220

2. Prepare a Conceptual Retaining Wall Plan

Working with the firm of Haro, Kasunich & Associates we would provided cross sections at key locations to aid in the geological and geotechnical analysis. Haro, Kasunich & Associates would then prepare a preliminary report based on information available in their office from the previous landslide project Once Bowman & Williams receives the preliminary design recommendations we would prepare a conceptual retaining wall plan and preliminary cost estimate for the project.

Fee \$2,540

Total Estimated Fee \$8,760

Phase two would be to do the final construction plans for the retaining wall system. It is my understanding that Haro, Kasunich & Associates would also need to perform field explorations at this time to develop final design recommendations. We would provide you with a proposal for the phase 2 design work after the phase 1 conceptual plan and estimate is completed.

We have included our project estimating sheet with a more detailed breakdown of the hours involved to complete the above described task. This estimate is based on our experience from similar jobs completed by this office. If we find that due to unforeseen circumstances, we might exceed this estimate, we will notify you as to the status of the work and obtain your approval prior to proceeding.

We appreciate this opportunity to participate in this project and hope you find this proposal satisfactory.

Sincerely, Bowman & Williams

Jeffrey

cc: Ms. Suzanne Rogberg, County of Santa Cruz DPW

SANTA CRUZ, CA 95060 1011 CEDYK STREET BOMWYN & MITTIYWE CIAIT ENGINEERS \sim HUTCHINSON ROAD LANDSLIDE REPAIR-PRELIMINARY DESIGN $^{\rm CO}$ BOWMAN & WILLIAMS JOB NO. 21807 $^{\rm CO}$ PREPARED BY JRU PROJECT ESTIMATING SHEET

TOTAL HOURS		00'00SZ 00'0Z	00'0 00'0	00'0 00'0	00'0 00'0	00'0PEZ	00°076	00'000E 00'0Z	00′0 00′0	00.⊉8 00.0378
S. CONCEPTURE RETRINING WALL DESIGN	HOURS	1200,00 12.00	00'0	00'0	00'0 00'0	00.0£01 00.00	00'0	00'0 00'0	00'0	00.82 28.00
1. TOPOGRAPHIC SURVEY & GOUNDARY DETERMINATION	HOURS TEOD	<i>00'0001</i> 00'8	00'0 00'0	<i>00'0</i> 00'0	00'0 00'0	00'00ET	<i>00'026</i> 00'8	00'000E 00'0Z	00'0 00'0	00.82 00.0528
PHASE/TASK	PERSONNEL HRLY RATE	125.00 ENGINEER 125.00	ASSOCIATE ENGINEER	ASSISTANT ENGINEER 95.00	JUNIOR TONIOR	TECHNICAL DRAFTSMAN	172.00 SURVEYOR	120.00 CREW	SOILS 5280.00	TATOT



1011 CEDAR • P.O. BOX 1621 • SANTA **CRUZ**, CA 95061-1621 (631) 426-3560 • **Fax** (831) 426-9182 www.bowmanandwilliams.com

HOURLY CHARGE RATES

Effective September 26, 1999 - July 26, 2000*

OFFICE AND PROFESSIONAL Court Appearances and Preparation Therefor (Registered Engineer or Licensed Land Surveyor)	\$175.00
Principal Engineer	125.00
Associate Engineer	115.00
Assistant Engineer	95.00
Junior Engineer	75. 00
Licensed Surveyor	115.00
Technical Draftsman	65. 00
Draftsman	60. 00
Clerical	55. 00
FIELD SURVEY CREW: Construction Surveys, 2 hour minimum One-Man Robotic Instrument Two-Man Survey Crew One-Man GPS Two-Man (Prevailing wage rates) Three-Man Certified Haz Mat	\$145. 00 \$150. 00 \$250. 00 \$165. 00 \$165. 00 \$240. 00
EXPENSES Consultant Charges x 1.15 Reproduction, Fees and Miscellaneous Expenses x 1.25 Survey Equipment, Vehicle, Stakes and Mileage (within 25 mi.) are included in Hourly Rate E-Mail Electronic Data Transfer Electronic and Media Disk Mailer	es \$100.00 \$100.00

Record Maps and Deed Research
Research Assessors Parcel Number
Assessors Map Pages

\$5.00 each
\$5.00 each
\$2.00 each

COUNTER CHARGES:

^{*} After July 26, 2000 rates shown will increase by consumer price index for the prior 12 months unless adjusted otherwise.

ACORD. CERTIFICATE OF LIABILITY INSURANCE BOWNWILL

DATE (MM/DD/YY) 05/05/00

RODUCER BATTISTINI & CANFIELD, LLC INSURANCE SINCE 1906)01 CENTER STREET SANTA CRUZ CA 95060

BOWMAN & WILLIAMS INC

SANTA CRUZ CA 95061

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.

COMPANIES AFFORDING COVERAGE

Albert W. Rice

PO BOX 1621

Phone No 831-423-1822 Fax No. 831-423-2462 NSURED

COMPANY Α COMPANY

FIREMANS FUND

0455

В

AMERICAN STATES INSURANCE CO.

COMPANY С

ZURICH INSURANCE - ASSA

COMPANY D

TUDOR INSURANCE COMPANY

COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, 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 HEREINIS SUBJECT TO ALL THE TERMS. EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS

CO .TR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	GE JERAL LIABILITY X COMMERCIAL GENERAL LIABILITY A CLAIMS MADE X OCCUR	AZC60500754	08/01/99	08/01/00	GENERAL AGGREGATE PRODUCTS - COMP/OP AGG PERSONAL & ADV INJURY	\$ 2,000,000 \$ 2,000,000 \$ 1,000,000
	X OWNER'S & CONTRACTOR'S PROT X Products/Comp Ops				EACH OCCURRENCE FIRE DAMAGE (Any one fire) MED EXP (Any one person)	\$ 1,000,000 \$ 100,000 \$ 10,000
В	AU OMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS	01CD47447860-7	08/01/99	08/01/00	COMBINED SINGLE LIMIT	5 1000000
	X SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS				(Per person) BODILY INJURY (Per accident)	\$
	GA RAGE LIABILITY				PROPERN DAMAGE AUTO ONLY - EA ACCIDENT	5
	ANY AUTO				OTHER THAN AUTO ONLY EACH ACCIDENT AGGREGATE	\$
A	EX DESS LIABILITY X UMBRELLA FORM OTHER THAN UMBRELLA FORM	XEK9615-9868	08/01/99	08/01/00	EACHOCCURRENCE AGGREGATE	\$ 1,000,000 \$ 1,000,000
С	W: RKERS COMPENSATION AND EMPLOYERS' LIABILITY TH F PROPRIETOR/ PARTNERS/EXECUTIVE OF FICERS ARE: INCL EXCL	2043465-02	09/01/99	09/01/00	WC STATU- TORY LIMITS ER EL EACH ACCIDENT EL DISEASE - POLICY LIMIT ELDISEASE-EAEMPLOYEE	\$1,000,000 \$1,000,000
D	OT ER PROFESSIONAL E & O	AEL0005143	07/01/99	07/01/00	E&O LIAB W/DED	\$1,000,000 \$10,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

CERTIFICATE HOLDER IS NAMED AS ADDITIONAL INSURED AS RESPECTS OPERATIONS OF THE INSURED INCLUDING: CSA#13, HUTCHINSON ROAD LANDSLIDE REPAIR, PER FORM CG20 261185 ATTACHED.

CERTIFICATE HOLDER

COUNT-1

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL MAIL

DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT,

COUNTY OF SANTA CRUZ 701 OCEAN STREET SANTA CRUZ CA 95060

" ACORD CORPORATION 1988

ACOR[) 25-5 (1/95)

COUNTY OF SANTA CRUZ REQUEST FOR APPROVAL OF AGREEMENT 0457

TO: Board of Supervisors BLIC WORKS County Administrative Officer **County Counsel** Auditor-Controller The Board of Supervisors is hereby requested to approve the attacked agreement and authorize the execution of the same. 1. Said cgreement is between the _____COUNTY OF SANTA CRUZ ___(Agency) Bowman and Williams, P. O. Box 1621, Santa Cruz, CA 95061 2. The agreement will provide topographic survey and preliminary design recommendations for a retaining wall within CSA No. 13, Hutchinson Road. 3. The cgreement is needed because the work can be handled most expeditiously by contract. 4. Period of the agreement is from <u>Board Approval</u> 5. Anticipated cost is $\frac{8,760.0}{}$ 0 _ (Fixed amount; Monthly rate; Not to exceed) Remcrks: Contract \$8,760.00; 7% Overhead \$613.20; Total \$9,373.20 7. Appropriations are budgeted in 622195! 23907! 3545! (Index#) 3590 (Subobject) NOTE: IF APPROPRIATIONS ARE INSUFFICIENT, ATTACH COMPLETED FORM AUD-74 Appropriations are available and have been encumbered. Contract No. Co 02174 Date 6/14/00 GARY A. KNUTSON, Auditor - Controller

By Rimell J. Liha FO, APPROVAL OF THE 2000/2001 BUDGET 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 Public Works — (Agency). County, Administrative, Officer Remarks: Date 6/16/00 _____ (Analyst) Agreement approved as to form. Dote TAH: bbs Distribution: Bd. of Supv. . White State of California Audi or-Controller - Blue County of Santa Cruz County Down. - Green . Co. Admin. Officer - Conary _ ex-officio Clerk of the Board of Supervisors of the County of Santa Cruz, Audi-or-Controller - Pink 'State of California, do hereby certify that the foregoing request for approval of agreement was approved by Originating Dept. - Goldenrod said Board of Supervisors as recommended by the County Administrative Officer by an order duly entered

in the minutes of said Board on

__ 19 ____

By —

'To Orig. Dept. if rejected.

ADM - 29 (6/95)