



0295

# County of Santa Cruz

## DEPARTMENT OF PUBLIC WORKS

701 OCEAN STREET, ROOM 410, SANTA CRUZ, CA 95060  
(631) 454-2160 FAX (831) 464-2386 TDD (831) 464-2123

AGENDA: AUGUST 15, 2000

August 3, 2000

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

SUBJECT: CONSTRUCTION MANAGEMENT SERVICES  
LARKSPUR STREET BRIDGE, STATE BRIDGE NO. 36C-0068  
EITHER WAY BRIDGE, STATE BRIDGE NO. 36C-0073  
IRWIN WAY BRIDGE, STATE BRIDGE NO. 36C-0083  
SEISMIC RETROFIT, FEDERAL PROJECT NO. STPLZ-5936 (039)

Members of the Board:

On June 27, 2000, your Board authorized calling for bids on the subject seismic retrofit bridge projects. The Seismic Retrofit Program is 100 percent funded through the Federal Highway Bridge Replacement and Rehabilitation (HBRR) Program and the California Department of Transportation. This funding includes construction inspection and administration.

Public Works requested statements of qualifications from six qualified construction management firms. Their qualifications were evaluated and interviews were conducted. We are recommending that URS Griener **Woodward** Clyde (URS) be selected to perform the construction inspection and administration of these projects. They successfully performed these services for the County on several recently completed bridge projects.

Attached is an independent contractor agreement with URS to perform these services in a not-to-exceed amount of \$79,457.32. Sufficient funds are available in the 2000/2001 Road Budget to cover the costs of this contract.

It is therefore recommended that the Board of Supervisors approve the contract with URS Greiner Woodward Clyde in the amount of \$79,457.32 and authorize the acting Director of Public Works to sign the contract.

Yours truly,



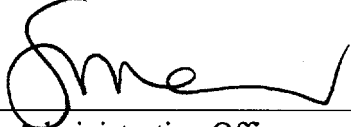
THOMAS L. BOLICH

Acting Director of Public Works

TLB:mg

Attachments

RECOMMENDED FOR APPROVAL:



County Administrative Officer

copy to: Public Works

# COUNTY OF SANTA CRUZ

## REQUEST FOR APPROVAL OF AGREEMENT

0297

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

FROM:

PUBLIC WORKS

(Dept.)

*Gary A. Knutson* (Signature) 8/1/00 (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)  
URS GREINERWOODWARD CLYDE, 55 SOUTH MARKET STREET  
and SUITE 1650, SAN JOSE, CA ~~95113~~ 95113 (Name & Address)

2. The agreement will provide CONSTRUCTION MANAGEMENT SERVICES FOR SEISMIC RETROFIT OF THE  
LARKSPUR STREET BRIDGE, ~~ELCNER~~ WAY BRIDGE, AND IRWIN WAY BRIDGE

3. The agreement is needed BECAUSE THE WORK CAN BE DONE MOST EXPEDITIOUSLY BY CONTRACT

4. Period of the agreement is from BOARD APPROVAL to June 30, 2001

5. Anticipated cost is \$ 79,457.32 (Fixed amount; Monthly rate; Not to exceed)

6. Remarks: CONTRACT \$79,457.32; 7% OVERHEAD \$5,562.01; TOTAL \$85,019.33 *[Signature]*

7. Appropriations are budgeted in 621100!40209!3665! (Index#) 3590 (Subject)

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

Appropriations are available and have been encumbered. Contract No. C002210 Date 8/2/00  
are not will be

GARY A. KNUTSON, Auditor - Controller

By *Ronald J. Silva* Deputy.

Proposal reviewed and approved. It is recommended that the Board of Supervisors approve the agreement and authorize the  
ACTING DIRECTOR OF PUBLIC WORKS to execute the same on behalf of the PUBLIC WORKS

(Agency).

Remarks: *DM* (Analyst) By *[Signature]* County Administrative Officer Date 8/4/00

Agreement approved as to form. Date \_\_\_\_\_

BHT:mg

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

\*To Crig. Dept. if rejected.

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 32

INDEPENDENT CONTRACTOR AGREEMENT

THIS CONTRACT is entered into this 15th day of August, 2000, by and between the COUNTY OF SANTA CRUZ, hereinafter'called COUNTY, and URS GREINER WOODWARD CLYDE, hereinafter called CONTRACTOR. The parties agree as follows:

1. DUTIES. CONTRACTOR agrees to exercise special skill to accomplish the following result: Provide construction management services during seismic retrofit of the Irwin Way Bridge, Either Way Bridge and Larkspur Street Bridge.

2. COMPENSATION. In consideration for CONTRACTOR accomplishing said result, COUNTY agrees to pay CONTRACTOR as follows: Not to exceed \$79,457.32 per cost estimate in Exhibit 1 and based on 60 working days for the construction contract.

3. TERM. The term of this contract shall be: Date of execution until June 30, 2001.

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 CONTRACTOR'S negligent 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 fill 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 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 for each subcontractor equivalent to that required of CONTRACTOR in this Agreement, unless CONTRACTOR and COUNTY both initial here \_\_\_\_/\_\_\_\_.

A. Types of Insurance and Minimum Limits

(1) Worker's Compensation in the minimum statutorily required coverage amounts. This insurance coverage shall not be required if the CONTRACTOR has no employees and certifies to this fact by initialing here \_\_\_\_.

(2) Automobile Liability Insurance for each of CONTRACTOR's vehicles used in the performance of this Agreement, including owned, non-owned (e.g. owned by 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 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 \$1,000,000.00 combined single limit, if, and only if, this Subparagraph is initialed by CONTRACTOR and COUNTY BNSJ/\_\_\_\_.

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<sup>0300</sup> prior  
written notice has been given to: Brian Turpen  
Department of Public Works  
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 delivered or sent to: Brian Turpen  
Department of Public Works  
701 Ocean Street, Room 410  
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 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 CONTRACTORS 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.

0301

(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; (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, <sup>0302</sup> ~~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. 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 1.

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

COUNTY OF SANTA CRUZ

CONTRACTOR  
URS Greiner Woodward Clyde

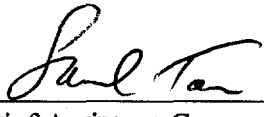
By: \_\_\_\_\_  
Acting Director of Public Works

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

Address: 55 South Market Street  
Suite 1650  
San Jose, CA 95113

Telephone: (408) 297-9585

APPROVED AS TO FORM:

By:  8/2/00  
Chief Assistant County Counsel

DISTRIBUTION: Auditor-Controller  
Contractor  
Public Works

BHT:bbs

URSB



**URS**

0303

July 11, 2000

Mr. Brian Tut-pen, P.E., Assistant Director of Public Works  
county of Santa **Cruz**  
Department of Public Works  
701 **Ocean** Street, Room 410  
Santa **Cruz**, CA 95060

**Subject:** *Cost **Proposal** for Construction Management and **Inspection** Services on the  
Larkspur Street, Either Way and Irwin Way Bridge Seismic **Retrofit** Project*

Dear Mr. Tut-pen,

We have enclosed herein our cost proposal for the subject project for your consideration. Our estimate is based on 60 working days for the construction contract. We anticipate that Mr. Duane Lewis will work **full** time and Ms. Kathy McConnell part time as needed to ensure a successful project and maintain cost **efficiency**.

We look forward to continuing our quality services to you. Please do not hesitate to call on us for assistance.

Very truly yours,

**URS**

Tuan Nguyen, PE  
Project **Manager**

Cc: Steve Lee, Pat **O'Halloran**, Kathy McConnell

URS Corporation  
55 South Market Street, Suite 1650  
San Jose, CA 95113  
Tel: 408.297.9585  
Fax: 408.297.6962

**32**  
42

0304

**SANTACRUZ COUNTY  
COST PROPOSAL FOR  
CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES  
FOR BRIDGE SEISMIC RETROFIT PROJECTS (Irwin Way)  
Submitted by: URS**

Direct Labor		Hours		Rate		Total}
Project Manager	REG	48.0	\$	55.44	\$	2,661.12
Inspector	REG	520.0	\$	30.10	\$	15,652.00
Bridge Engineer	REG	8.0	\$	46.96	8	375.68
(Falsework Review if needed)						
Administrative	REG	12.0	\$	16.00	\$	192.00
TOTAL REG DIRECT LABOR					\$	18,880.80
<b>Indirect Costs</b>						
Overhead Rate & Fringe	165.37% of		\$	18,880.80	\$	31,223.18
TOTAL LABOR & FRINGE					\$	50,103.98
<b>Direct Costs</b>						
Vehicle 3 months @ \$900.00			\$	2,700.00		
Per Diem 3 months @ \$1500.00/Month			\$	4,500.00		
Cellular Telephone (1 phone @100.00/month for 3 Months)			\$	300.00		
Supplies, Camera, Film, Delivery, etc.			\$	100.00		
TOTAL DIRECT COSTS					\$	7,600.00
<b>Subconsultants</b>						
DanWest Engineering			\$			11,583.76
Signet Testing Labs			\$			4,000.00
<b>Fixed Fee</b>						
10% of Labor & 5% of Direct Costs/Subs}			\$			6,169.59
TOTAL COST PROPOSAL					\$	<u>79,457.32</u>