



County of Santa Cruz

GENERAL SERVICES DEPARTMENT

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

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

BOB WATSON, DIRECTOR

September 7, 2000

AGENDA: September 19, 2000

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

CONTRACT FOR ENGINEERING SERVICES TO CONNECT THE CLIENT SERVICE AREAS TO EMERGENCY POWER AT 1400 EMELINE STREET (Q44005)

Members of the Board:

As part of the 2000/2001 Plant Budget, your Board allocated funds to connect client service areas to the existing emergency generator at 1400 Emeline Street. Engineering services are needed to verify as-built drawings, determine conduit routing, review electrical load, determine panel and breaker sizes, and provide plans, specifications and construction engineering support.

Attached for your Board's review is an Independent Contractor Agreement with Salas O'Brien Engineers, Inc. for a not-to-exceed amount of \$9,415. Sufficient funds are available in the County Plant Budget, Index 191023/Q44005, Sub Object 6610 for this project.

It is therefore RECOMMENDED that your Board:

1. Approve the attached Independent Contractor Agreement with Salas O'Brien Engineers, Inc. for a not-to-exceed amount of \$9,415; and
2. Authorize the Director of General Services to execute the agreement.

Sincerely,

BOB WATSON
Director

RECOMMENDED:

SUSAN A. MAURIELLO
County Administrative Officer

BW:mc

Attachments: ADM-29 and Agreement

cc: County Administrative Office County Counsel
Auditor Controller General Services Department
Salas O'Brien Engineering, Inc.

REQUEST FOR APPROVAL OF AGREEMENT

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

FROM: General Services (Dept.)
B. Blaw (Signature) _____ (Date)

The Board of Supervisors is hereby requested to approve the attached agreement and authorize the execution of the same.

- Said agreement is between the COUNTY OF SANTA CRUZ (Agency) and, Salas O'Brien Engineers, Inc., 498 Foam Street, Monterey, CA 93940 (Name & Address)
- The agreement will provide engineering services to verify as-built drawings; determine conduit routing; review electrical load; determine panel and breaker sizes; provide plans and specifications; and provide construction engineering support at 1400 Emeline.
- The agreement is needed, as the work can be performed most expeditiously by contract
- Period of the agreement is from Board Approval to June 30, 2001
- Anticipated cost is \$ 9,415.00 (Fixed amount; Monthly rate; Not to exceed)
- Remarks: _____
- Appropriations are budgeted in 191023/Q 44005 - - (Index#) 6610 (Subobject)

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

Appropriations are available and have been encumbered.

Contract No. C002252 Date 9/7/00

GARY A. KNUTSON, Auditor - Controller

By Romela J. Silva 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:

(Analyst)

By [Signature] County Administrative Officer

Agreement approved as to form. Date _____

Distribution:

Bd. of Supv. - White
Auditor-Controller - Blue
County Counsel - Green *
Co. Admin. Officer - Canary
Auditor-Controller - Pink
Orig noting Dept. - Goldenrod

*To Orig. Dept. if rejected.

23
10-20 (9/95)

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 _____ 19 _____.
By _____ Deputy Clerk

Contract No. _____

INDEPENDENT CONTRACTOR AGREEMENT

THIS CONTRACT is entered into this ____ day of September, 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: provide engineering services to supply designated areas with emergency power from existing generator. at 1400 Emeline Avenue, Santa Cruz, 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 \$9,415.00 as per contractor proposal (attachment A); the COUNTY shall make periodic progress payments to the CONTRACTOR on receipt of invoice and approval of the project manager.

All materials and work covered by partial payments made shall thereupon become the sole property of the COUNTY, but this provision shall not be construed as relieving the CONTRACTOR from the sole responsibility for the care and protection of materials and work upon which payments have been made or the restoration of any damaged work, or as waiver of the right of the COUNTY to require the fulfillment of the terms of the contract.

3. TERM. The term of this contract shall be: Board Approval 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 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, 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: Secretary / O'Brien- 1400 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: Secretary / O'Brien- 1400 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 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 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:
Attachment A - Professional Services Authorization.

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

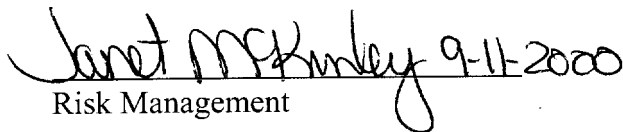
By: _____

By: _____

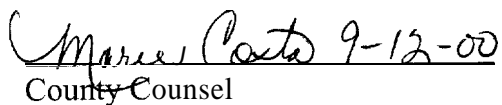
Address: 498 Foam Street
Monterey, CA 93940

Telephone: (408) 297-2995

2. APPROVED AS TO INSURANCE:

 9-11-2000
Risk Management

3. APPROVED AS TO FORM:

 9-12-00
County Counsel

DISTRIBUTION: County Administrative Office
Auditor-Controller
County Counsel
Risk Management
General Services - Fiscal
Salas O'Brien Engineers, Inc.

PROFESSIONAL SERVICES AUTHORIZATION**Mechanical/Electrical Engineering Services**

project no. **000xx8** P.O. # _____
 consultant: **Salas O'Brien Engineers, Inc.**
 client: **County of Santa Cruz**
 client contact: **John Jansen**
 Tel: 831-454-4608 FAX: 831-454-4708

TITLE: 1400 Emeline: Connect Emergency Power to Equipment areas

SERVICES: Mechanical, Electrical Engineering

TASK/SERVICE FEES:		
1	Verify as-built distribution dwgs (basement, 1st and 2nd floor)	\$1,445
2	Determine routing, configuration of adding emergency power to specific areas/floor	\$1,865
3	Review equipment list and load; determine panel and breaker sizes	\$1,395
4	Contract drawings, specifications	\$2,755
5	Construction period services: bidding, walk thru; inspections	\$1,020
6	Project Management	\$810
7		\$0
8		\$0
OTHER FEES:		\$0
reimbursables	blueprinting, duplication	\$0
consultants	Ahearn & Knox Structural Engineers	\$125
		\$0
TOTAL: \$9,415		
DELIVERABLE(s): <i>plan/specification package</i>		
SCHEDULE:		
SPECIAL SITUATION/CONDITIONS:		
1. County to provide ACAD building backgrounds of <E> plans as available		
2. Project assumes that generator sizing is adequate		
3. Any OSHPD approvals, review, coordination effort not included		

This authorization shall not exceed above amount without written authorization.

Agreed to on:

18-Aug-00

 John Jansen
 County of Santa Cruz


 Daniel H. O'Brien, P.E.
 Salas O'Brien Engineers, Inc.