



County of Santa Cruz

0051

GENERAL SERVICES DEPARTMENT

701 OCEAN STREET, SUITE 330, SANTA CRUZ, CA 950604073

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

BOB WATSON, DIRECTOR

November 9, 2000

AGENDA: November 21, 2000

BOARD OF SUPERVISORS

County of Santa Cruz
701 Ocean Street
Santa Cruz, CA 95060

CONTRACT FOR FEASIBILITY STUDY OF 1080 EMELINE CLINIC/LAB MODERNIZATION

Dear Board Members:

As part of the 2000-2001 Plant Budget, your Board approved funding for modifications to the Health Services Public Health Clinic and laboratory. A modernization effort is necessary to respond to existing community health needs and the impacts of managed care. Existing clinic and lab facilities in Santa Cruz were designed in 1968 as part of a full-service inpatient County Hospital. A current focus on outpatient clinical services, in an era of managed care, demands that services be provided in a client-responsive, efficient and effective manner as possible. Current space configurations in the lab and clinics are not conducive to current clinical and laboratory practices.

The Health Services Agency (HSA) is requesting authorization for a feasibility study of various clinic and lab modernization options at its Santa Cruz Health Center at 1080 Emeline Avenue. It is believed that an independent, professional assessment and engineering oversight of the study will prove to be a cost-effective approach. Construction/project phasing options, detailed cost estimates and preliminary design issues will be addressed and defined prior to entering into the more costly architectural and design phase. Teal Messer Architect is uniquely qualified to provide these assessment services based on his past experience and familiarity with Health Services Agency programs and facilities. He participated in several clinics and agency remodels between 1984 and 1994, maintaining files and "as-built" drawings. Mr. Messer additionally has, in the past, served as a chief advisor and consultant in many matters regarding wall remodels, traffic flow re-directions and other program-specific remodeling needs for Health Services Agency. The estimated cost of the contract will not exceed \$49,800 and will include mechanical, electrical and structural engineering evaluation services. Funding is available in the Plant Budget Index 19 1020/Q 37009, Sub Object 6610 for this activity.

Board of Supervisors
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It is, therefore, RECOMMENDED that your Board:

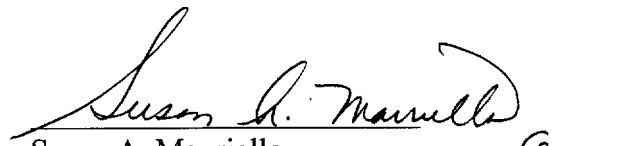
1. Approve the attached Independent Contractor Agreement with Teal1 Messer Architect for services not to exceed \$49,800 for a feasibility study for the 1080 Emeline Avenue Clinical Modernization Project; and
2. Authorize the General Services Director to execute the Agreement.

Sincerely,

RECOMMENDED:



Bob Watson
General Services Director



Susan A. Mauriello
County Administrative Officer

BW:BD

Attachments: ADM 29
Independent Contractor Agreement

cc: County Administrative Office
County Personnel
Auditor-Controller
HSA Administration
Environmental Health
General Services

COUNTY OF SANTA CRUZ
REQUEST FOR APPROVAL OF AGREEMENT

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

FROM: General Services (Dept.)
B. Juri (Signature) 11-9-00 (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)
and Teall Messer Architect, 3833 Glen Haven Road, Soquel CA 95073 (Name & Address)

2. The agreement will provide for a feasibility study related to modernization and modification
of the County of Santa Cruz Health Center Clinic and Laboratory at 1080 Emeline Avenue,
Santa Cruz, CA 95060

3. The agreement is needed as work can be performed most expeditiously by contract

4. Period of the agreement is from Board Approval to June 30, 2001

5. Anticipated cost is \$ 49,800 ~~(Fixed Amount)~~ ~~(Monthly)~~ ~~(Other)~~ Not to exceed

6. Remarks:

7. Appropriations are budgeted in 191020 Q37009 (Index#) 6610 (Subobject)

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

Appropriations are available and have been encumbered.
are not will be

Contract No. C002292 Date 11/13/00

GARY A. KNUTSON, Auditor - Controller

By Linda Phou Deputy.

Proposed reviewed and approved. It is recommended that the Board of Supervisors approve the agreement and authorize the
Dept of General Services to execute the same on behalf of the County of
Santa Cruz (Agency).

Remarks:
(Analyst)

County Administrative Officer
By [Signature] Date 11/13/00

Agreement approved as to form. Date _____

Distribution:
Bd. of Supv. - White
Auditor-Controller - Blue
County Admin. Officer - 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 documented
in the minutes of said Board on _____ County Administrative Officer
_____ 19____ By _____ Deputy Clerk

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INDEPENDENT CONTRACTOR AGREEMENT

THIS CONTRACT is entered into this 21 day of November, 2000, by and between the COUNTY OF SANTA CRUZ, hereinafter called COUNTY, and Teall Messer Architect, hereinafter called CONTRACTOR. The parties agree as follows:

1. DUTIES. CONTRACTOR agrees to exercise special skill to accomplish the following results: conduct feasibility study for modernization of the County of Santa Cruz Health Center Clinic and Public Health Laboratory at 1080 Emeline Avenue, pursuant to attached Scope of Work, Exhibit A., for County of Santa Cruz General Services Department.

2. COMPENSATION. In consideration for CONTRACTOR accomplishing said result, COUNTY agrees to pay CONTRACTOR as follows: Per attached rate schedule, Exhibit A-I, in total contract amount not to exceed \$49,800.

3. TERM ~~TERM~~ of this contract shall be: November 21, 2000 through completion of scope of work.

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

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(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 \$ 250,000 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 / HSA/1080 Renovations
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 / HSA/1080 Renovations
701 Ocean Street, Room 330
Santa Cruz, CA 95060

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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 0 0 5 7 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: Exhibit A, Scope of Work and Exhibit A-I, Rate Schedule.

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

1. Teall Messer Architect

4. COUNTY OF SANTA CRUZ

By: _____

By: _____

Address: 3833 Glen Haven Road
Soquel, CA 95073

Telephone: (831) 462-4721

2. APPROVED AS TO INSURANCE:

Risk Management

3. APPROVED AS TO FORM:

County Counsel

DISTRIBUTION: County Administrative Office
Auditor-Controller
County Counsel
Risk Management
Health Services Agency
General Services - Fiscal
Teall Messer Architect

1080 Emeline Clinics/Labs

Services/products

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1. Meetings with lab managers and staff of both labs and clinics for user input.
6 meetings at 3 hours each.
2. Survey of existing building systems from plans and built reality.
3. Mechanical and electrical requirements for equipment
4. Evaluation of existing equipment which may be reusable
5. Identification of regulatory agencies for the various parts of the project
6. Air supply, ventilation and exhaust requirements
7. Incorporation of the re-water supply piping plan by Lee and Associates into the work. My understanding is that the costs for that project exist in a file somewhere. Re-doing their design will not be part of this project.
8. Incorporation of the chiller water design you did into the work.
9. Working out the OSHA requirements and their solutions
10. Working out HAZMAT requirements and their solutions
11. Waste water system requirements
12. Power requirements in spaces
13. Evaluation of the building service and subpanel power supply adequacy.
14. Lighting requirements for the various spaces and uses
15. Telephone and data wiring system evaluation and requirements
16. Chemical types, quantities and handling
17. UBC, UMC and NEC issues and requirements
18. Presentation meetings, 3 at 3 hours each.

Respectfully, Teal Messer

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1080 Emeline Clinics & Labs

Meetings

Overall department needs

- Administration
- Offices
- Number of staff
- General storage requirements
- Public interface

Laboratories

- Sizes
- Equipment needed
- Work areas
- Equipment relationships
- Equipment mechanical/ electrical requirements
- Storage
- Isolation requirements
- Access to and from other labs
- Personnel safety
- OSHA requirements
- Emergency requirements
- Lighting requirements
- Alarm system requirements
- Hazardous materials handling

Administration/Of&es

- Furnishings
- Staffing
- Storage
- Air supply and ventilation
- Power
- Phone/data

Building Assessment, capacity for re-configuration, expansion

- Structural
- Conditioned air supply
- Ventilation
- Water supply
- Waste water
- Hazardous wastes
- Uniform Building Codes issues
- Uniform Fire Code issues
- Circulation reconfiguration

Addition

Structural interface with existing
Structural approach

Laboratories assessment

Existing equipment reusable?

Cost estimate

1080Clinics&Labs\Scope01


**TEALL MESSER
ARCHITECT**

3833 GLEN HAVEN RD.
SOQUEL CALIF. 95073
831452 4721
FAX 462 9343

27 October 2000

Bob Swetnam
Health Services Agency
1080 Emeline Ave.
Santa Cruz, CA 95060

Subj: Clinics and laboratory remodeling at 1080 Emeline Ave.

Dear Bob:

This is a proposal of services for an initial feasibility study for the labs and clinics. In general terms as I see it **the** process will involve **programming**, evaluating the existing building and its various physical systems, developing conceptual designs and then scheduling, phasing and cost estimating based on those designs. A large part of the work relates to the **various** mechanical systems and I will be involving Lee and Associates, mechanical engineers, for that purpose. They are the firm **that** has designed the building water piping replacement. I am also bringing along structural and **electrical** engineers plus **Wayne** Palmer to help with developing the **program** in their respective disciplines to a point where we can develop realistic designs, schedule and cost estimates.

Attached are a rough scope of concerns and a list of services I did for Lee and Associates to respond to. Most of it is a sub set of **your** no. 3. **under** Lab Remodel, "**Determine** space needs and various design options." My intent is to be **thorough** enough that **during** final design or **construction** there are no ugly revelations either of lab requirements or building capabilities.

I am anticipating that the **process** will take about **three** months to complete. **The final** product will be a written report containing a description of requirements, building capabilities, design options, phasing, scheduling and cost estimates.

My **understanding** is that you will want to have one **agreement** with the **various** subconsultants working under me. I have listed **the** various line amounts for your information. We propose to work against the fee amount on a not-to-exceed basis billed at the **various** hourly rates. Lee and Associates fee is based on **the** list of services, which is enclosed. The only hole in the services is that nobody is a chemical engineer. There may be some chemical engineering questions relating to specific chemicals in the **laboratories**. I am expecting that the **OHSA** regulations along with **staff's** understanding of what they are working with will get us through those items.

Lee and Associates, mechanical engineers	\$15,200
Peter Boyce, structural engineer	2,000
Prime Design Group, electrical engineers	2,500

Teall Messer, architect

30,100

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Total

\$49,800

It has taken me a while to become comfortable with this project. With Lee and Associates's involvement and the full participation I am sure we will get from staff this should go smoothly and yield up what you desire. I thoroughly enjoy this type of project and look forward to working with you on it.

Respectfully yours,



Teall R. Messer
Architect

Enclosure

Scope of work sheet

Mechanical engineers services list

1080Clinics\proposalLee

Hourly Rates, Clinics and laboratory remodeling at 1080 Emeline Ave.

Teall Messer, architect	90:00
Peter Boyce, structural engineer	110.00
David Auble, Prime Design Group	85.00
Lee and Associates	See attached

2000 RATE SHEET

PRINCIPAL .	\$105.00
ASSOCIATE	\$100.00
SENIOR ENGINEER	\$95.00
PROJECT MANAGER	\$90.00
PROJECT ENGINEER	\$85.00
ENGINEER III	\$80.00
ENGINEER II	\$75.00
ENGINEER I	\$70.00
SENIOR DESIGNER	\$82.00
DESIGNER III .	\$75.00
DESIGNER II	\$70.00
DESIGNER I	\$65.00
CADD NETWORK CONSULTING	\$90.00
CADD SUPERVISION	\$65.00
FIELD ENGINEER	\$77.00
CADD III	\$60.00
CADD II	\$55.00
CADD I	\$50.00
ADMINISTRATION	\$50.00
CLERICAL	\$33.00

Expires 12/31/00

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