

# **County of Santa Cruz**<sup>0271</sup>

#### DEPARTMENT OF PUBLIC WORKS

701 OCEAN STREET, ROOM 410, SANTA CRUZ, CA 950604070 (831) **454-2160** FAX (831) 454-2385 TDD (831) 454-2123

THOMAS L. BOLICH DIRECTOR OF PUBLIC WORKS

#### AGENDA: DECEMBER 12, 2000

November 30, 2000

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

#### SUBJECT: SOLID WASTE HEAVY EQUIPMENT PARTS AND REPAIR AGREEMENT

Members of the Board:

The Public Works Department, Solid Waste Operations section has been utilizing Peterson Tractor Company of San Leandro/San Jose for parts supply and repair services for our fleet of heavy equipment. All of the large earth moving equipment, dozers, loaders and transfer tractors are either Caterpillar brand units or utilize Caterpillar power trains. Peterson Tractor Company is the authorized parts dealer, service center and warranty representative for Caterpillar in this region and has been providing this service for our landfill operations for over 15 years. The County continues to benefit from this agreement as Peterson Tractor is the authorized warranty provider and often combines warranty service with non-warranty service to reduce overall costs. The only other authorized Caterpillar dealer is in Salinas and they specialize in farm equipment, not heavy earth moving equipment, and is not authorized to provide our warranty services.

It was recently discovered that the contract for this service was not renewed this year due to administrative procedural changes. However, necessary parts and services continued to be provided to maintain the landfill and transfer station fleets. In order to correct this oversight, we are requesting your Board approve this agreement for a not-to-exceed amount of \$200,000.00 retroactive to July 1, 2000, and authorize the Auditor-Controller to pay the outstanding invoices from Peterson Tractor Company in the amount of \$32,13 1.79.

Sufficient **funds** are available in the **CSA-9C** Solid Waste and Recycling Services budget for this purpose.

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

1. Approve the attached independent contractor agreement with the Peterson Tractor Company for heavy equipment parts supply and repair services, retroactive to July 1, 2000, for a total cost not-to-exceed \$200,000.00.

- 2. Authorize the Director of Public Works to sign the agreement on behalf of the County.
- **3.** Authorize the Auditor-Controller to pay the outstanding invoices totaling \$32,131.79.

Yours truly, 51

**For** THOMAS L. BOLICH Director of Public Works

RPM:bbs

Attachments

RECOMMENDED FOR APPROVAL:

County Administrative Officer

copy to: Peterson Tractor Company Public Works

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#### INDEPENDENT CONTRACTOR AGREEMENT

THIS CONTRACT is entered into this \_\_\_\_\_day of \_\_\_\_\_\_, 2000, by and between the COUNTY OF SANTA CRUZ, hereinafter called COUNTY, and PETERSON TRACTOR COMPANY, hereinafter called CONTRACTOR. The parties agree as follows:

1. <u>DUTIES.</u> CONTRACTOR agrees to exercise special skill to accomplish the following result: Supply parts, on-site repair services and off-site repair services on an as-needed basis for landfill and transfer station heavy equipment and as directed by County Solid Waste Operations.

2. <u>COMPENSATION.</u> In consideration for CONTRACTOR accomplishing said result, COUNTY agrees to pay CONTRACTOR as follows: Not-to-exceed **\$200,000.00** including labor, equipment rental, miscellaneous shop supplies, environmental fees, and travel per attached service rate schedule. Parts and shipping shall be charged at rates effective on date of order.

3. <u>**TERM1**</u> The terl, 2000, stconstract J shall be: e 3 0 , 2 0 0 1 .

4. <u>EARLY TERMINATION.</u> 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 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 CONTRACTORS 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. <u>INSURANCE.</u> CONTRACTOR at its sole cost and expense, for the **full** 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



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. <u>Types of Insurance and Minimum Limits</u>

(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 \_\_\_\_\_.

#### B. <u>Other Insurance Provisions</u>

(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."

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(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: R. Patrick Mathews, Solid Waste and Recycling Manager, Santa Cruz County 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:

R. Patrick Mathews, Solid Waste and Recycling ManagerSanta Cruz County Department of Public Works701 Ocean Street, Room 410Santa Cruz, CA 95060

7. <u>EOUAL 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 1 S), 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 1 S), 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 40 12) identifying the sex, race, physical or mental disability and job classification of its employees and the names, dates and

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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. <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 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.

<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 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. <u>CONTRACTOR</u> represents that its operations are in compliance with applicable County planning, environmental and other laws or regulations.



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, 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.

PRESENTATION OF CLAIMS. Presentation and processing of any or all claims 13. 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. ACKNOWLEDGMENT. CONTRACTOR shall acknowledge in all reports and literature that the Santa Cruz County Board of Supervisors has provided funding to the CONTRACTOR.

15. ATTACHMENTS. This Agreement includes the following attachments: Service Rate Schedules.

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

COUNTY OF SANTA CRUZ

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

10.

CONTRACTOR PETERSON TRACTOR COMPANY

Address: P. 0. Box 5258 San Leandro, CA 94577-0610

Telephone: (5 10) 3 57-6200 FAX: 408-436-1768 E-MAIL

S.L. Fax 510-357-2407

APPROVED AS TO FORM:

Director of Public Works

Bv:

Chief Assistant County Counsel

**DISTRIBUTION:** Auditor-Controller Contractor **Public Works** 



### SAN LEANDRO SERVICE CHARGEOUT RATES **EFFECTIVE JANUARY 1, 2000** SHOD DATES

SHUF RAILS									
	DESCRIPTION	S/T	IND	0/T	IND	SUN D/T HOLIDAY	IN		
SHS	SHOP LABOR	\$80.00		\$100.00~		\$120.00			
SWS(A)	SHOP WELDING	\$80.00		\$100.00		\$120.00			
SWA(B)	SHOP WELD (SEMI-AUTO)	\$80.00		\$100.00		\$120.00			
MAC	MACHINE AND SHOP PRESS	\$86.50		\$106.50		\$126.50			
SWD(C)	SHP WELD & BURN	\$80.00		\$100.00		\$120.00			
SCP	STEAM-CLEAN-SAND	\$93.00		\$113.00		\$133.00			
BTH	BOOM TRUCK HAUL	\$90.00		\$110.00		\$130.00			
HAJ	PARTS P/U HAUL	\$70.00		\$ 90.00		\$110.00			
DYN	DYNO & TRANS TEST	\$93.00	·	\$123.00		\$143.00			

## FIELD RATES FOR SAN LEANDRO AND SAN JOSE

LABOR	DESCRIPTION	S/T	IND	O/T	IND	SUN D/T	IN
CODE						HOLIDAY	
AGC	MASTER AGMT. SIG.	\$83.00		1 <sup>°‡</sup> ₩3W		\$123.00	
_ FLD	FIELD LABOR	\$82.00		\$102.00		\$122.00	
WTY	FIELD WARRANTY	\$82.00		\$102.00		\$122.00	
TVL	FIELD TRAVEL	\$82.00		\$102.00		\$122.00	
FWD (D)	FIELD WELD	\$82.00		\$102.00		\$122.00	
AGW (D)	FIELD WELD	\$83.00		\$103.0	00	\$123.00	
MA & AGM	FIELD MACHINING	\$89.00		\$109.00		\$129.00	_
	т						

SWD \$13.00 per Hour Weld Supply Charge

SWA \$33.00 per Hour Weld Supply Charge (D) **(B)** 

FWD \$13.00 per Hour Weld Supply Charge

- For Warranty Work Done In Field, Customer To Pay The Difference Between Field and Shop Rate, Plus Travel Time, Mileage and Overtime Differential.
- D. Doyle E. Fierro 3. Goggin B. CC: .93% of Parts and Service for Miscellaneous Supplies Charge. Martin W. Perry P. Smith J. Evans Ε. 1.0% of Labor = Environmental Service Charge. Lanza
- Mileage: \$1.50 per Mile. Musselman





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Nov-22-00 12:58P

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ccrd CA 94524-2029 /ne:925-798-3334 Fax:925-671-9533				INSURERS AFFORDING COVERAGE 0279					
INSURED				INSURER A:	Fireman's Fu	und Insurance			
Petr	erson Tracto	r Co.	-		Safeco Insu	rance Companie:	5		
l Pete	erson Power . Box 5258	Systems, Inc.	-	INSURER C:			·		
San	Leandro CA	94577	-	INSURER E:					
COVEFAGES									
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<u> </u>	AL GENERAL LIABILITY	MZG80757286		04/01/00	04/01/01	FIRE DAMAGE (Any one fire)	\$100,000		
CLAIM	S MADE X OCCUR					MED EXP (Any one cerson) PERSONAL & ADV INJURY	\$ 5,000		
		4				GENERAL AGGREGATE	\$1,000,000 \$2,000,000		
GEN'L AGGREG	ATE LIMIT APPLIES PER					PRODUCTS - COMP/OP AGO			
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	DAUTOS					BODILY INJURY (Per person)	\$		
		C		$\mathbb{N}$		BODILY INJURY (Per accident)	\$		
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B WC8336492			04/01	04/01/00	04/01/01	EL EACH ACCIDENT	<u>\$1,000,000</u>		
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per attach	ed endts.								
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Cou	nta Cruz	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN							
Attn Ray Dodson Public Works				NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SD SHALL					
Manager Landfill 150 Roundtree Lane				IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER. ITS AGENTS OR					
Watsonville CA 95076				REPRESENTAT	IVES.	2			
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#### COUNTY OF SANTA CRUZ

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REQUEST FOR APPROVAL OF AGREEMENT

TO: Board of Supervisors County Administrative Officer <b>County</b> Counsel		FROM:	PUBLIC WOI	RKS	0280	(Dept.)
Auditor-Controller			<u>(./Y)</u>	(Signature	$e) \qquad \qquad$	DO (Date)
The Board of Supervisors is hereby req	uested to approve the	attached agreem	ent and authori	ze the execution	of the same.	
1. Said <b>greement</b> is between the Peterson Tractor C and <b>P.</b> 0. Box 5258, S	.0.		1.0		(Nome	
						,
2. The <b>cgreement</b> will provide <u>for</u>						
off-site and on-site	_		ndiill and	<u>d transfer</u>	station	
ope <u>rations and maint</u>	<u>enance progra</u>	am				
3. The agreement is needed becaus	<u>se the work ca</u>	an be handl	ed most e:	xpeditious	ly by con	<u>tract</u>
4. <b>Perio</b> d of the agreement is from	<b>July</b> 1, 2000		to	June 30, 2	001	
5. Anticipated cost is \$ 200,000	.00		(F	ixed amount; Mo	onthly rate; Not	to exceed)
6. Remarks: Contract \$200,	000.00; 7% Ov	erhead \$14,	000.00; T	otal <b>\$214,</b>	000.00	
	5110   51320					
7. Appropriations are budgeted in <u>62</u>				_(Index#)	3590 3590	(Subobject)
NOTE: IF APPRO	OPRIATIONS ARE IN	SUFFICIENT, AT	TACH COMPL	eted form A	UD-74	
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are not	WIII De	GARY	A. KNUTSON,	Auditor - Contro		
Formerly on Pro.'s		Ву	F.A.	llrang	4	Deputy.
Proposal eviewed and approved. It is Director of Public Wor	<b>recommended</b> that the KSto e:	Board of Supervi xecute the same c	sors approve <b>th</b> on behalf of the	17		
Public Works			Λ	Administrative C		
Remarks:	(Analyst)	Вү	AN	$\lfloor$	Date <b>/ 2</b>	11/00
Agreemen* approved as to form. Date						' (
RPM:bbs						
Distribution: Bd. of Supv White Auditor. Controller - Blue County Counsel - Green * Co. Adnin. Officer - Canary Auditor Controller - Pink Originating Dept Goldenrod *To Orig. Dept. if rejected.	State of California, do said Board of Supervis in the minutes of said	ex-officio hereby certify that t sors as recommended	he foregoing reque	est for approval af Idministrative Offic	agreement was ap er by an order du punty Administrat	oproved by uly entered tive Officer