



THOMAS L. BOLICH  
D RECTOR OF PUBLIC WORKS

# County of Santa Cruz

## DEPARTMENT OF PUBLIC WORKS

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

### AGENDA: MARCH 27, 2001

March 15, 2001

#### SANTA CRUZ COUNTY BOARD OF SUPERVISORS

701 Ocean Street  
Santa Cruz, California 95060

SUBJECT: FLEET MAINTENANCE HEAVY EQUIPMENT PARTS AND REPAIR  
AGREEMENT

Members of the Board:

The Public Works Department Fleet Maintenance section has been utilizing Pringle Tractor Company of Salinas for parts supplies and repair services for our fleet of mowers and heavy equipment. All of the mowers, scrapers and tractors are John Deere brand units or utilize parts and services available from Pringle Tractor Company. Pringle Tractor Company is the John Deere authorized dealer, service center and warranty representative for central California and has been providing service to the County of Santa Cruz for the past 25 years. The County continues to benefit from this agreement as Pringle Tractor Company is the authorized warranty provider and often combines warranty service with non-warranty service to reduce overall costs.

It was recently discovered that the contract for this service cannot be increased from an existing purchase order due to changes in purchasing and contracting administrative procedures. However, parts and services continue to be necessary to maintain the road and drainage maintenance requirements. We are requesting that your Board approve this agreement for a not-to-exceed amount of \$20,000, and approve payment of the outstanding invoice from Pringle Tractor Company totaling \$6,331.41.

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

1. Approve the attached independent contractor agreement with Pringle Tractor Company for heavy equipment parts supply and repair services for a total not-to-exceed cost of \$20,000.
2. Authorize the Director of Public Works to sign the agreement on behalf of the County.

## SANTA CRUZ COUNTY BOARD OF SUPERVISORS

Page -2-

3. Approve payment of the outstanding invoice totaling \$6,331.41.

Yours truly,



THOMAS L. BOLICH

Director of Public Works

GD:bbs

Attachments

RECOMMENDED FOR APPROVAL.:



County Administrative Officer

copy to: Pringle Tractor Company  
Public Works Department

INDEPENDENT CONTRACTOR AGREEMENT

THIS CONTRACT is entered into this 13th day of March, 2001, by and between the COUNTY OF SANTA CRUZ, hereinafter called COUNTY, and PRINGLE TRACTOR COMPANY, hereinafter called CONTRACTOR. The parties agree as follows:

1. DUTIES. CONTRACTOR agrees to exercise special skill to accomplish the following result: Supply parts and labor on County-owned equipment on an as needed basis. Work can be performed on-site or at their place of business.
2. COMPENSATION. In consideration for CONTRACTOR accomplishing said result, COUNTY agrees to pay CONTRACTOR as follows: Not-to-exceed \$20,000.
3. TERM. The term of this contract shall be: from Board approval through 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 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 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 \_\_\_\_/\_\_\_\_.

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

**54** following clause:

“This insurance shall not be canceled until after thirty (30) days prior written notice has been given to: GLENN DI ORIO  
COUNTY OF SANTA CRUZ  
PUBLIC WORKS DEPARTMENT  
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: GLENN DI ORIO  
COUNTY OF SANTA CRUZ  
PUBLIC WORKS DEPARTMENT  
70 1 OCEAN STREET, ROOM 4 10  
SANTA CRUZ, CA 95060

7. EOUAL 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 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 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 40 12) 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.

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(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. 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, 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. 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: None

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

COUNTY OF SANTA CRUZ

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

CONTRACTOR  
PRINGLE TRACTOR COMPANY

By: James R. Parsons

Address: 501 El Camino Real South  
Salinas, CA 93902

Telephone: (831) 424-8036

FAX: 831-424-3127

E-MAIL \_\_\_\_\_

APPROVED AS TO FORM:

By: D. McRae 3-13-01  
Chief Assistant County Counsel

DISTRIBUTION: Auditor-Controller  
Contractor  
Public Works

GD:bbs

FMHB

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0344

**SENTRY SELECT INSURANCE COMPANY**  
 3400 80th Street  
 Moline IL 61265-5886

**CERTIFICATE OF INSURANCE**

This Certificate of Insurance is subject to all of the provisions, terms and conditions, including endorsements of any policies described herein and neither affirmatively nor negatively amends, extends or alters the coverages afforded by such policies.

**Named Insured and Address**

The following described policies in the name of:

**PRINGLE TRACTOR CO**  
 PO BOX 689  
 501 FL CAMINO REAL SO  
 SALINAS CA  
 93908

have been issued by the company with respect to the coverages, and limits of liability indicated by specific entry herein.

TYPE OF COVERAGE	POLICY PERIOD	POLICY NUMBER	LIMITS
<b>General Liability</b> <input checked="" type="checkbox"/> Commercial General Liability <input type="checkbox"/> Claims Made <input checked="" type="checkbox"/> Occurrence <input type="checkbox"/> Owner's & Contractor's Prot. <input type="checkbox"/>	Eff. 02/01/01 Exp. 02/01/02	4462460	General Aggregate \$ NONE Products-Comp/Ops Aggregate \$ NONE Personal & Advertising Injury \$ 500,000 Each Occurrence \$ 500,000 Fire Damage (Any one fire) \$ 100,000 Medical Expense (Any one person) \$ 5,000
<b>Automobile Liability</b> <input checked="" type="checkbox"/> Any Auto <input type="checkbox"/> All Owned Autos <input type="checkbox"/> Scheduled Autos <input type="checkbox"/> Hired Autos <input type="checkbox"/> Non-Owned Autos <input type="checkbox"/> Garage Liability	Eff. 02/01/01 Exp. 02/01/02 Eff. Exp.	4962460	Business Auto - combined Single Limit Per Accident \$ 500,000 Garage Operations auto Only Per Accident \$ Garage Operations Other Than Auto Only Per Accident \$ Garage Operations Other Than Auto Only Aggregate \$
<b>Excess Liability</b> <input checked="" type="checkbox"/> Umbrella Form <input type="checkbox"/> Other Than Umbrella	Eff. 02/01/01 Exp. 02/01/02	4962460	Each Occurrence \$ 5,000,000 General Aggregate \$ NONE Products-Comp/Ops Aggregate \$ NONE
<b>Workers' Compensation</b> And <b>Employers' Liability</b>	Eff. 02/01/01 Exp. 02/01/02	4962460	Statutory Limits Each Accident \$ 100,000 Disease - Policy Limit \$ 500,000 Disease - Each Employee \$ 100,000
Other	Eff. Exp.		

Description of Operations / Locations / Vehicles / Restrictions / Special Items

THE ENTITY NAMED ON THIS CERTIFICATE IS ADDED AS AN ADDITIONAL INSURED  
 PER FORM CG2010 0397

IN THE EVENT OF CANCELLATION OF SAID POLICIES BY THE COMPANY, THE COMPANY WILL ENDEAVOR TO GIVE 30 DAYS WRITTEN NOTICE TO THE PARTY TO WHOM THE CERTIFICATE IS ISSUED AT THE ADDRESS SHOWN HEREIN, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

Countersignature (If Required):

*Linda E. Holmes*

(Authorized Representative)

SANTA CRUZ COUNTY  
 PUBLIC WORKS DEPARTMENT  
 701 OCEAN STREET ROOM 410  
 SANTA CRUZ CA  
 95060

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DATE ISSUED 03/05/01



COUNTY OF SANTA CRUZ  
REQUEST FOR APPROVAL OF AGREEMENT

0346

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

FROM: PUBLIC WORKS (Dept.)  
[Signature] (Signature) 3.8.01 (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 Pringle Tractor Co., 501 El Camino Real South, Salinas, CA 93902 (Name&Address)
2. The agreement will provide for parts and supplies for John Deere tractor equipment  
and for service off-site and on-site repairs needed for Public Works  
roads and drainage maintenance.
3. The agreement is needed because the work can be handled most expeditiously by contract.
4. Period of the agreement is from Board Approval to June 30, 2001
5. Anticipated cost is \$ 20,000 (Fixed amount; Monthly rate; Not to exceed)
6. Remarks: ISF- No Overhead
7. Appropriations are budgeted in 601000 ! 60045 ! 3350 ! (Index#) (588 & o b j e c t )

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

Appropriations are available and have been encumbered. Contract No. Co 02375 Date 3/15/01  
are not will be

GARY A. KNUTSON, Auditor - Controller  
By [Signature] Deputy.

Prior PO - PS06924

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 Department of  
Public Works (Agency). County Administrative Officer

Remarks: \_\_\_\_\_ (Analyst) BY \_\_\_\_\_ Date \_\_\_\_\_

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

GD:bbs

Distribution:

Bd. of Supv. • White  
Auditor-Controller • Blue  
County Counsel • Green •  
Co. Admin. Officer • Canary  
Auditor-Controller • Pink  
Originaling 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 duly entered  
in the minutes of said Board on \_\_\_\_\_ County Administrative Officer  
\_\_\_\_\_ 19 \_\_\_\_\_ BY \_\_\_\_\_ - Deputy Clerk