

## **County of Santa Cruz**

#### DEPARTMENT OF PUBLIC WORKS

701 OCEAN STREET, ROOM 410, SANTA CRUZ, CA 95050 (831) 454-2160 FAX (831) 454-2385 TDD (831) 454-2123

**AGENDA: APRIL 17, 2001** 

April 5, 2001

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

SUBJECT: BEN LOMOND TRANSFER STATION ELECTRICAL UPGRADES

Members of the Board:

Your Board approved funding in the 2000/2001 CSA-9C Solid Waste and Recycling budget for the purchase of a replacement horizontal baler at the Ben Lomond Transfer Station recycling center. The new baler has been ordered and the projected delivery date is mid-April 2001. The new baler is larger than the existing unit and has a greater power demand. Recent testing of the transfer station electrical system found the current power supply for the recycling center to be undersized for the larger baler and other ancillary equipment. In order to install this baler, the electrical service to the recycling center will have to be upgraded.

Attached you will find an agreement and scope of work proposal from Central Electric of Watsonville for the necessary electrical service upgrades. Central Electric was selected for this work based upon their knowledge and previous experience with other electrical service projects at the Transfer Station. The lump sum pricing for this work is \$17,820.00. An additional \$1,000.00 is recommended for contingencies on a time and materials basis for a total contract amount not-to-exceed \$18,820.00. The work will include extending a new service line to the recycling center, installing a new breaker box and underground conduits, installing a junction box for electrical supply to other equipment, completing baler connections, and providing as-built electrical drawings upon completion. Sufficient funds are available for this purpose in the CSA-9C Solid Waste and Recycling budget.

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

- 1. Approve the attached agreement with Central Electric of Watsonville for the not-to-exceed amount of \$18820.00.
- **2.** Authorize the Director of Public Works to sign the agreement on behalf of the County.

Yours truly,

THOMAS L. BOLICH
Director of Public Works

RPM:mg

Attachments

RECOMMENDED FOR APPROVAL:

County Administrative Officer

copy to: Public Works (Fred Magaard)

Contract No.	

#### INDEPENDENT CONTRACTOR AGREEMENT

THIS CONTRACT is entered into this 17TH day of APRIL, 2001, by and between the COUNTY OF SANTA CRUZ, hereinafter called COUNTY, and CENTRAL ELECTRIC, hereinafter called CONTRACTOR. The parties agree as follows:

- 1. <u>DUTIES.</u> CONTRACTOR agrees to exercise special skill to accomplish the following result: INSTALL ELECTRICAL UPGRADES FOR THE NEW HORIZONTAL BALER AND COMPRESSOR AT THE BEN LOMOND TRANSFER STATION AS OUTLINED IN THE ATTACHED SCOPE OF WORK MARKED EXHIBIT "A."
- 2. <u>COMPENSATION.</u> In consideration for CONTRACTOR accomplishing said result, COUNTY agrees to pay CONTRACTOR as follows: CONTRACTOR SHALL RECEIVE MONTHLY PROGRESS PAYMENTS IN ACCORDANCE WITH TASKS OUTLINED IN THE ATTACHED SCOPE OF WORK MARKED EXHIBIT "A." A CONTINGENCY OF \$1,000 IS INCLUDED. CONTINGENCY FUNDS CAN ONLY BE UTILIZED WITH PRIOR APPROVAL OF PUBLIC WORKS FOR WORK NOT ANTICIPATED IN THE ATTACHED SCOPE OF WORK. PAYMENTS FOR SERVICES PERFORMED, INCLUDING ANY APPROVED USE OF CONTINGENCY FUNDS, SHALL NOT EXCEED \$18,820.
- 3. <u>TERM.</u> The term of this contract shall be: FROM BOARD APPROVAL TO JUNE 30, 2001.
- 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 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. <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 CONTRACTORS insurance coverage and shall not contribute to it.

#### A. Types of Insurance and Minimum Limits

	(1)	Worker's	Compensation	in	the	minimum	statutorily	required	
coverage amounts.	This in	surance co	verage shall no	ot b	e rec	quired if th	e CONTR	ACTOR	has
no employees and c	ertifies t	to this fact	by initialing he	ere					

- (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 \( \Lambda \).

#### 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:

R. PATRICK MATHEWS SOLID WASTE AND RECYCLING SERVICES MANAGER SANTA CRUZ COUNTY 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:

R. PATRICK MATHEWS SOLID WASTE AND RECYCLING SERVICES MANAGER SANTA CRUZ COUNTY PUBLIC WORKS DEPARTMENT 701 OCEAN STREET, ROOM 410 SANTA CRUZ, CA 95060

- 7. <u>EQUAL 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 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.
- (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.
- 10. <u>CONTRACTOR</u> is responsible to pay prevailing wages and maintain records as required by Labor Code Section 1770 and following.
- 11. <u>NONASSIGNMENT.</u> CONTRACTOR shall not assign this agreement without the prior written consent of the COUNTY.

12. <u>RETENTION AND AUDIT OF RECORDS</u>. 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. <u>PRESENTATION OF CLAIMS.</u> 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. <u>ACKNOWLEDGMENT.</u> CONTRACTOR shall acknowledge in all reports and literature that the Santa Cruz County Board of Supervisors has provided funding to the CONTRACTOR.
- 15. <u>ATTACHMENTS.</u> This Agreement includes the following attachments: ATTACHMENT "A" SCOPE OF WORK.

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

COUNTY OF SANTA CRUZ	CONTRACTOR
	CENTRAL ELECTRIC
	$\langle 1 \rangle$
By:	By: Tharon Jurach
Director of Public Works	•

FAX:

Address: P.O. BOX 1957 WATSONVILLE, CA 95077

Telephone: (83 1) 724-6321

(831) 724-5108

E-MAIL Jharon @ central electric company. com

APPROVED AS TO FORM:

By: Chief Assistant County Counsel

DISTRIBUTION: Auditor-Controller

Contractor Public Works

lom.wpd

**61** Page 6

March 20, 2001

Mr. Jim Potter County of Santa Cruz **Department of Public Works** 

### **Re: Ben Lomond Transfer Station** Power for bailer and air compressor

Dear Jim,

Per your request, the following scope of work is for providing power the new bailer and existing air compressor:

#### Inclusions:

- I Provide calculations and studies required to design power system.
- 2. Provide electrical working drawings and asbuilts at completion of job.
- 3 Provide and install a new overhead conduit with supports and oversized feeder conductors from the existing 400 amp main panelboard to a puilbox (located inside the exterior wall), approx 2 10 feet.
- 4. Provtde and install (2) new overhead conduits with supports and oversized branch conductors from the new pullbox to the following:
  - a. air compressor, approx. 180 feet
  - b. bailer, approx. 70 feet (overhead) and 70 feet (underground)
- 5. Provide and install trenching with backfill and compaction from exterior wall to location for new bailer, approx, 60 feet, Provide penetration at exterior wall where overhead conduit transitions to underground.
- 6. Provide and install fused disconnect switches with supports and conduit fittings including flexible motor connections to new bailer and existing air compressor.
- 7. Replace circuit breaker serving existing air compressor with new larger circuit breaker to serve bailer and air compressor
- 8. Disconnect and remove existing motor connection to air compressor. Note; Existing one inch conduit with wiring (to be saved off, labeled and coiled) to remain. Install new small. junction box as necessary

#### **Exclusions:**

- 1. Overtime or off shift labor.
- 2. Conduits for controls and/or telephone, if required.

The total price for material, labor and equipment for the above work is: \$ 17,820.00

Note: The above price includes an allowance of \$500 for a scissors lift if required.

430 Walker Street P.O. Box 1957 Watsonville, CA 95077 Phone 408/724-6321 FAX 408/724-5108





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page 2

If we can be of further **assistance** in regard to the above project, please call us at  $(83\ 1)\ 430-9050$ 

Sincerely,

Central Electric Steven Arrigoni Branch Manager

cc: 5212

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# COUNTY OF SANTA CRUZ REQUEST FOR APPROVAL OF AGREEMENT

TO: Board of Supervisors Courty Administrative Officer Cour ty Counsel	FRO	M: / A ] /		RKS DEPARTMENT (Dept.)
Auditor-Controller		IM U	(Signature)	3.30.01 (Date)
The Boatd of Supervisors is hereby req	uested to approve the attacke	ed agreement and	authorize the execution o	f the same.
1. Said agreement is between the $\frac{\text{COU}}{\text{CENTRAL ELECTRIC}}$ , <b>P.O</b>	UNTY OF SANTA CRUZ  BOX 1957			(Agency)
and WATSONVILLE, CA 95077				(Name & Address)
2. The agreement will provide FOR ELECTI	RICAL SERVICE UPGRADE	AT <b>THE</b> BEN	LOMOND TRANSFER S	TATION
			RECY	CLING CENTER
3. The agreement is needed BECAUSI	E THE WORK CAN BE HANI	DLED MOST <b>exi</b>	PEDITIOUSLY BY CONT	ACT.
4. Period of the agreement is from BO.	ARD APPROVAL	t	JUNE 30. 2001	
5. Anticipated cost is \$ \$18,820.00	)		(Fixed amount; Mont	hly rate; Not to exceed
6. Remcrks: CONTRACT \$18,820.00	)• OVERHEAD (7%) <b>&amp;1 3</b>	17 AO • TOTAT	<b>¢</b> 20 127 70	
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7. Appropriations are budgeted in 62	25110! 51070! 6610!		66 (Index#)_ <b>EXXX</b>	10 KXHXXXKKXÍÐubobject
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Proposa reviwed rang approved. It is r	ecommended that the Board of	of Supervisors ap	prove the agreement and If of the PUBLIC WORKS I	authorize the DEPARTMENT
	(Agency).	^	County Administrative Off	iter
Remarks:	(Analyst)	ву	MIN	Date 4 10/0/
Agreement approved as to form. Date				1 (
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**\DM - 29 (6/95)**