



County of Santa Cruz

GENERAL SERVICES DEPARTMENT

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

(831) 464-2718 FAX: (831) 454-2710 TDD: (831) 464-2123

BOB WATSON, DIRECTOR

May 8, 2001

AGENDA: May 22, 2001

Board of Supervisors
County of Santa Cruz
701 Ocean Street
Santa Cruz, California 95060

CONTRACT FOR CONSULTING SERVICES: REROOF OF 100 ROUNTREE LANE - Project Q75004

Members of the Board:

As part of the Plant Budget, your Board allocated funds to reroof the detention facility at 100 Rountree Lane. This project has gone to bid; in a separate item on today's agenda, a recommendation for award is presented to your Board for approval. Due to the scale and complexity of the project, as well as the poor condition of the current roof, staff recommends utilizing Technical Roof Services, Inc. (TRS) for the construction and inspection phases of the project, including quality control, close out and applicable engineering services for any unforeseen problems. This firm provided the initial specifications for the new roof and associated construction drawings for this project and they are eminently qualified to continue with this phase of the project.

Attached for your Board's review is an independent contractor agreement with TRS that will provide for the anticipated roofing consulting services during the project.

Sufficient funds are available in the Plant Budget, Index 191145/Sub Object 6610 (Project Q75004).

It is therefore RECOMMENDED that your Board:

1. Approve the attached agreement with Technical Roof Services, Inc. for roof consulting services for the construction phase of the 100 Rountree Reroof project for a not to exceed amount of \$18,500; and


2. Authorize the General Services Director to execute the agreement.

Sincerely,



Bob Watson,
General Services Director

RECOMMENDED:



Susan Mauriello
County Administrative Officer

BW/NCG

Attachment: ADM29 with agreement

cc: General Services Department
Sheriffs Detention
Auditor Controller
TRS, Inc.

file: ica's\90 rountree reroof consulting services

Contract No. _____

INDEPENDENT CONTRACTOR AGREEMENT

THIS CONTRACT is entered into this 22 day of May, 2001, by and between the COUNTY OF SANTACRUZ, hereinafter called COUNTY, and TECHNICAL ROOF SERVICES, INC., hereinafter called CONTRACTOR. The parties agree as follows:

1. DUTIES. CONTRACTOR agrees to exercise special skill to accomplish the following results: consulting services for the re-roofing project at 90 Rountree Lane, Watsonville, Santa Cruz, for the 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 \$18,500 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 Term of this contract shall be: Board Approval through July 30, 2001.

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 / ICA/TRS-Rountree
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 / ICA/TRS-Rountree
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. ACKNOWLEDGMENT. CONTRACTOR shall acknowledge in all reports and literature that the Santa Cruz County Board of Supervisors has provided funding to the CONTRACTOR.

11. 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.

12. 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.

13. 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. TECHNICAL ROOF SERVICES, INC.

4. COUNTY OF SANTA CRUZ

By: _____

By: _____

Address: 2840 Howe Road - Suite A
Martinez CA 94553

Telephone: (925) 313-9911

2. APPROVED AS TO INSURANCE:

Risk Management

3. APPROVED AS TO FORM:

County Counsel

DISTRIBUTION: Auditor-Controller
General Services - Fiscal
Technical Roof Services, Inc.

0064

TRS
TECHNICAL ROOF SERVICES, INC.

Roof and Waterproofing Consultants
www.trsroof.com
EXHIBIT B

February 21, 2001

Mr. Dale Bisby
COUNTY OF SANTA CRUZ, GENERAL SERVICES DEPARTMENT
Facilities Management
11 10 Emeline Street
Santa Cruz, CA 95060-1967

RE: Reroofing of Rountree Rehabilitation Facility
Proposal for Consulting Services,
Part 2 – Pre-Bid, Construction and Final

Dear Mr. Bisby:

Technical Roof Services, Inc. (TRS) is pleased to submit this proposal regarding Part 2 (Pre-Bid, Construction and Final) consulting services associated with the planned reroofing of the Santa Cruz County Rountree Rehabilitation Facility in Santa Cruz, California.

We propose to provide additional roof consulting services as an extension to our current Independent Contractor Agreement with the County of Santa Cruz (contract number C092004), which references our letter of October 5, 1999, describing our proposed Part 1 (Design, Plans and Technical Specification Document) services. This "Exhibit B" describes the additional scope of services and we understand will be authorized as an Addendum to the original Agreement.

The purpose of our further involvement will be to assist the County by providing consulting services on a time and expense basis during the bidding, construction, and final phases of the planned reroof project.

Considering the information obtained to date and the direction provided from your office during the Document Phase, our proposal is based on the understandings and assumptions presented in previous correspondence and the following:

- Manufacturer's product information will be relied upon as complete and accurate representations.
- The County will perform all "Owner Representative" type services and functions.
- The 1998 California Building Code will be used as the reference "Code."
- Any services needed related to environmental issues during construction such as asbestos, lead and other potentially hazardous materials (including consulting and monitoring during removal) will be provided by other parties through separate agreements with the County. Environmental services are not provided or included.
- As-built drawings, associated with the Construction Phase, are not part of our scope of work.
- The actual construction portion of the project will take place over five (5) working weeks.
- The County will provide inspections for quality control and assurance during construction.

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Mr. Dale Bisby
RE: 100 Rountree Reroof Project
February 21, 2001

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- Engineering services, if required, (e.g., recommendations to repair concealed deterioration conditions or mechanical system modification) are not included.

Reroof projects typically involve four or five phases. This proposal is for the following phases:

Phase III	Bid Phase
Phase IV	Pre-Construction and Construction Phase
Phase V	Final and Close-out Phase

PHASE III -- BID PHASE

We will attend one pre-bid site meeting and will allocate up to four (4) hours for clarifications and preparation of required addenda related to technical items during the bid period.

PHASE IV – CONSTRUCTION PHASE (CONSULTING RELATED SERVICES)

We propose to provide technical assistance during the construction portion of the project.

1. Attend one pre-construction start-up meeting and provide a summary report.
2. Review one contractor technical submittals and one resubmittal, and provide summary commentary reports.
3. Visit the site to observe the progress and quality of the work a total of five times. These five visits are intended to correspond with attending weekly site meetings held immediately before or after our site observations. Summary reports will be issued for each meeting. Additional site visits can be performed within our schedule availability and at the request of the County. Please note that TRS consulting clarifications and/or recommendations are offered for your consideration and to assist you, as owner, in making final project-related decisions. Our clarifications and/or recommendations will not be rendered as directives to the contractor.

Quality Control and Quality Assurance (QC and QA) is a broad and multi-faceted concept, often misunderstood or interpreted to mean inspection services. QC and QA involve many diverse items, such as: contractor and worker expertise and experience; contractor management, supervision, and quality control techniques and training; mock-ups; and on-site testing and meetings.

Quality Assurance, referenced in Technical Specification Sections, is the assurance required of the contractor and manufacturers. The contractor is solely responsible for contract compliance, which includes quality control, quality assurance, management, and supervision. The technical assistance proposed for the Work does not include construction management, contract administration, Owner Representative work and/or contractor quality control and assurance.

Mr. Dale Bisby
RE: 100 Rountree Reroof Project
February 21, 2001

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Construction observation by firms like TRS, can assist clients by checking for general compliance of materials, the installation, quality control and assurance techniques, and processes utilized by the installers. However, observation is only one part of many in the process of construction projects. TRS can provide and recommends the County utilize eight-hour a day roof covering construction observation services, which include a report of our findings and recommendations to your office.

PHASE V – FINAL PHASE

We will attend one final observation visit as a check that the work is completed in general compliance with Technical Project Requirements, and provide a final report documenting incomplete or non-conforming work items.

FEES AND CONDITIONS

Fees for our services will be determined on a time and expense basis in accordance with the conditions included in our current Independent Contractor Agreement with the County including our current Fee Schedule with Additional Provisions (Attachment 1). Attachment documents are incorporated in this proposal by reference. Based on our experience, we suggest a budget amount of \$18,500 be established for the services described above. We will not extend services beyond the authorized amount without prior notification and at least verbal authorization.

Thank you for the opportunity to submit this proposal. We look forward to the possibility of assisting you on this project.

Respectfully submitted,

TECHNICAL ROOF SERVICES, INC.



Philip D. Dregger, PE, RRC, Principal
Professional Engineer (No. C045646)
Registered Roof Consultant (No. 0027)

PDD/brm

attachment: TRS Fee Schedule with Additional Provisions, "Attachment 1"

\\trs\sys\shared\general\santa cruz\99102 rountree rehab cntr\500 pro part 2_bidding construction final.doc

TRS

TECHNICAL ROOF SERVICES, INC.

Roof and Waterproofing Consultants

www.trsroof.com

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“Attachment 1”

FEE SCHEDULE

Principal Sr. Consultant	\$ 125/hour
Sr. Consultant	\$ 110/hour
Consultant	\$ 95/hour
Expert Assistance *	\$ 175/hour
Technical Representative	\$ 80/hour
Sr. CAD Operator	\$ 65/hour
CAD Operator	\$ 50/hour
Non-Technical Support	\$35 - \$50/hour
Moisture Surveys	Special Quote
Reimbursable Expenses **	cost + 10%
Mileage	\$.32/mile
Subcontractors	Cost + 25%

Labor invoicing includes all project related time (e.g. telecoms, preparation, travel time, site time, office time, etc.).

** Expert Assistance: Arbitration, mediation, deposition, and trial. All expert witness deposition fees are due either at the beginning or the end of the deposition - no exceptions. Depositions will not proceed without this agreement.*

*** Reimbursable Expenses include but are not limited to the following: long distance transportation and living expenses in connection with out-of-town travel; long distance communications; photographs and development; mileage; color copies; client request for additional copies; overnight mailings and courier; reproductions, postage, and handling of drawings, specifications and other documents; laboratory tests; renderings, models and mock-ups requested by the Client; change in or additional insurance coverage, limits or provisions, required by the Client in excess of that normally carried by TRS.*

Terms: All invoices are due and payable within 30 days of receipt. A late charge of 18% per annum will be computed on all amounts past due.

s:/masters/misc/fee schedule-additional provisions 041900

Page 1 of 2

COUNTY OF SANTA CRUZ
REQUEST FOR APPROVAL OF AGREEMENT

0068

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

FROM:

General Services

(Dept.)

Bolton (Signature) 5-8-01 (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 Technical Roof Services (TRS), Inc., 2840 Howe Road, Suite A, Martinez, CA 95603-2708 (Name & Address)
- The agreement will provide Consulting services for re-roof of 90 Rountree Lane
- The agreement is needed as the work can be completed more expeditiously by contract
- Period of the agreement is from Board Approval to July 30, 2001
- Anticipated cost is \$ not to exceed \$18,500 (Fixed amount; Monthly rate; Not to exceed)
- Remarks:
- Appropriations are budgeted in 191145/Q75004 (Index#) 6610 (Subobject)

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

Appropriations available and have been encumbered.
are not will be

Contract No. 02414 Date 5/11/01

GARY A. KNUTSON, Auditor - Controller

By P. S. M. Auger Deputy.

W-9 ON FILE
Proposal reviewed and approved. It is recommended that the Board of Supervisors approve the agreement and authorize the General Services Dept to execute the same on behalf of the County of Santa Cruz (Agency).
County Administrative Officer

Remarks:
By [Signature] Date 5/13/01

Agreement approved as to form. Date _____

Distribution:

Bd. of Supv. - White
Auditor-Controller - Blue
County Counsel - Green
Co. Admin. Officer - Conroy
Auditor-Controller - Pink
Originating Dept. - Goldenrod

To Orig. Dept. if reject **18**

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

By _____ Deputy Clerk