

THOMAS L. BOLICH  
DIRECTOR OF PUBLIC WORKS

# County of Santa Cruz

## DEPARTMENT OF PUBLIC WORKS

701 OCEAN STREET, ROOM 410, SANTA CRUZ, CA 95060  
(931) 454-2160 FAX (831) 454-2385 TDD (831) 454-2123

### AGENDA: JUNE 5, 2001

May 30, 2001

#### SANTA CRUZ COUNTY BOARD OF SUPERVISORS

701 Ocean Street  
Santa Cruz, California 95060

SUBJECT: 2001/2002 PAVEMENT MANAGEMENT CHIP SEAL PROJECT

Members of the Board:

As part of this year's Pavement Management Program, we are proposing to chip seal more than 25 miles of County-maintained roads. Preparatory repairs through digouts to these roads were completed earlier this spring by our contractor. This chip seal project is scheduled to begin on June 11, 2001, and will be done by Public Works road maintenance crews.

In preparation for this project, General Services requested bids for three separate components which include the purchase of chip seal rock, the delivery of the chip seal rock, and the purchase and placement of asphaltic emulsion. The purchase of the rock and emulsion will be administered through General Services; however, the delivery of the chip seal rock and the labor standby costs associated with the placement of the asphaltic emulsion each require an independent contractor agreement and your Board's approval.

Two bids were received for the chip seal rock delivery. Ray Dulany Trucking was the low bidder at \$27,937.00. Four bids were received for the asphaltic emulsion and the associated labor standby costs of which VSS Emultech was the low bidder. The labor standby portion of their bid is \$11,000.00.

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


1. Approve the attached independent contractor agreement with Ray Dulany Trucking for chip seal rock delivery in the amount of \$27,937 not including contingencies and administration costs.

SANTA CRUZ COUNTY BOARD OF SUPERVISORS

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2. Approve the attached independent contractor agreement with VSS Emultech for labor standby costs associated with the placement of asphalt emulsion in the amount of \$11,000, not including contingencies and administration costs.
3. Authorize the Director of Public Works to sign the agreements on behalf of the County.

Yours truly,

  
THOMAS L. BOLICH  
Director of Public Works

.JES:mg

Attachments

RECOMMENDED FOR APPROVAL:



\_\_\_\_\_  
County Administrative Officer

copy to:     Public Works  
               Ray Dulaney Trucking  
               VS S Emultech

Contract No. \_\_\_\_\_

INDEPENDENT CONTRACTOR AGREEMENT

THIS CONTRACT is entered into this 5TH day of JUNE, 2001, by and between the COUNTY OF SANTA CRUZ, hereinafter called COUNTY, and VSS EMULTECH, 3785 CHANNEL DRIVE, WEST SACRAMENTO, CA 95691, hereinafter called CONTRACTOR. The parties agree as follows:

1. DUTIES. CONTRACTOR agrees to exercise special skill to accomplish the following result: STANDBY TIME FOR LOADING AND SPREADING ASPHALT EMULSION.
2. COMPENSATION. In consideration for CONTRACTOR accomplishing said result, COUNTY agrees to pay CONTRACTOR as follows: STANDBY TIME FOR: UNLOADING @ \$75.00/HOUR IN EXCESS OF 1 HOUR. SPREADING @ \$110.00/HOUR IN EXCESS OF -0- HOURS IN A NOT-TO-EXCEED AMOUNT OF \$1 1,000.00.
3. TERM. The term of this contract shall be: BOARD APPROVAL TO 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 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 CONTRACTORS 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 following clause:

“This insurance shall not be canceled until after thirty (30) days prior written notice has been given to:

JOHN SWENSON  
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:

JOHN SWENSON  
DEPARTMENT OF PUBLIC WORKS  
70 1 OCEAN STREET ROOM 4 10  
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, pregnancy, sex, sexual orientation, age (over 18), 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 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. 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.

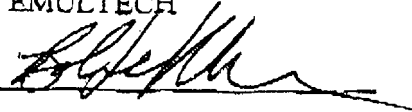
15. ATTACHMENTS. This Agreement includes the following attachments: NONE

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

COUNTY OF SANTA CRUZ

CONTRACTOR  
VSS EMULTECH


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

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

3785 CHANNEL DRIVE  
WEST SACRAMENTO, CA 95691

APPROVED AS TO FORM:

Telephone: (916) 371-8480 \_\_\_\_\_  
FAX: (916) 371-2437 \_\_\_\_\_  
E-MAIL \_\_\_\_\_

By:  PAF  
Chief Assistant County Counsel

DISTRIBUTION: Auditor-Controller  
Contractor  
Public Works



# ACORD CERTIFICATE OF LIABILITY INSURANCE

FORM ID AB BASIC-2

DATE (MM/DD/YY) 05/24/01

**PRODUCER**  
 Giddings, Corby, Hynes, Inc.  
 P.O. Box 1231  
 Modesto CA 95353  
 Phone: 209-526-3110 Fax: 209-521-1620

**INSURED**  
 VSS Emultech  
 3785 Channel Drive  
 West Sacramento CA 95691

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

### INSURER AFFORDING COVERAGE

INSURER A: Zurich-American 0283

INSURER B:

INSURER C:

INSURER D:

INSURER E:

### COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

TR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input type="checkbox"/> PROJ-JECT <input type="checkbox"/> LOC	GLO832176705	03/31/01	03/31/02	EACH OCCURRENCE \$ 1,000,000 FIRE DAMAGE (Any one fire) \$ MED EXP (Any pm person) \$ PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	BAP822176605	03/31/01	03/31/02	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY EA ACCIDENT \$ OTHER THAN AUTO ONLY EA ACC \$ AGG \$
	EXCESS LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY PERMISSIVELY SELF INSURED				WC STATUTORY LIMITS OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
	OTHER				

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS  
**RE: CERTIFICATE HOLDER IS ADDITIONAL NAMED INSURED PER CG 2010.**

CERTIFICATE HOLDER  ADDITIONAL INSURED; INSURER LETTER: \_\_\_\_\_ CANCELLATION

COSANCR I

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ~~SEND BY REGISTERED MAIL~~ 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, \_\_\_\_\_

County of Santa Cruz  
 Attn: John Swenson  
 701 Ocean Street Ste. 330  
 Santa Cruz CA 95060

Nick Mascitelli

ACORD CORPORATION 1988

ACORD 25 (7/97)

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0284

POLICY NUMBER: GLO832176705

COMMERCIAL GENERAL LIABILITY

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED - OWNERS, LESSEES OR  
CONTRACTORS ( FORM B )**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

SCHEDULE

**Name of Person or Organization:**

COUNTY OF SANTA CRUZ, ITS OFFICIALS, EMPLOYEES, AGENTS AND  
VOUNTEERS.

(If no entry appears above, information required to complete this endorsement  
will be shown in the Declaration as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured the  
person or organization shown in the schedule, but only with respect to liability  
arising out of your ongoing operations performed for that insured.

COUNTY OF SANTA CRUZ  
REQUEST FOR APPROVAL OF AGREEMENT 0285

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

FROM: PUBLIC WORKS DEPARTMENT (Dept.)  
[Signature] (Signature) 5.30.01 (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)  
v s s EMULTECH  
and, 3785 CHANNEL DRIVE, WEST SACRAMENTO, CA 95691 (Name & Address)

2. The agreement will provide STANDBY TIME FOR LOADING AND SPREADING ASPHALT EMULSION  
- - - - -

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 \$11,000.00 (Fixed amount; Monthly rate; Not to exceed)

6. Remarks: CONTRACT \$11,000.00; 5% CONTINGENCY \$550.00; 7& OVERHEAD \$808.50; TOTAL \$12,358.50

7. Appropriations are budgeted in 191900! 64007! 3596! (Index#) 6 6 1 0 (Subobject)

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

Appropriations are available and have been encumbered. Contract No. a 2431 Date 5-30-01  
are not will be

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

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 PUBLIC WORKS DEPARTMENT (Agency).  
County Administrative Officer

Remarks: [Signature] (Analyst) By [Signature] a t e

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

Distribution:  
Bd. of Supv. - White  
Auditor-Controller - Blue  
County Counsel - Green  
Co. Admin. Officer - Canary  
Auditor-Controller - Pink  
Originating Dept. - Goldenrod  
\*To Orig. Dept. if rejected.  
ADM - 29 (6/95)

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

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Contract No. \_\_\_\_\_

INDEPENDENT CONTRACTOR AGREEMENT

THIS CONTRACT is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2001, by and between the COUNTY OF SANTA CRUZ, hereinafter called COUNTY, and RAY DULANY TRUCKING, hereinafter called CONTRACTOR. The parties agree as follows:

1. DUTIES. CONTRACTOR agrees to exercise special skill to accomplish the following result: TRUCKING SERVICES TO DELIVER CHIP SEAL ROCK SCREENINGS TO THE LOCATIONS LISTED IN THE PROPOSAL SHEET . SEE ATTACHMENT "A".

2. COMPENSATION. In consideration for CONTRACTOR accomplishing said result, COUNTY agrees to pay CONTRACTOR as follows: IN ACCORDANCE WITH ATTACHMENT "A" - NOT TO EXCEED \$27,937.

3. TERM. The term of this contract shall be: FROM APPROVAL TO 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 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).

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JOHN SWENSON  
COUNTY OF SANTA CRUZ DEPARTMENT OF PUBLIC WORKS  
701 OCEAN STREET, ROOM 410  
SANTA CRUZ, CA 95060

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70 1 OCEAN STREET, ROOM 4 10  
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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.

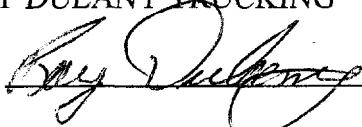
15. ATTACHMENTS. This Agreement includes the following attachments:  
ATTACHMENT "A"

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

COUNTY OF SANTA CRUZ

CONTRACTOR  
RAY DULANY TRUCKING

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

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

Address: P.O. BOX 1749  
APTOS, CA 95001  
Telephone: @3 1) 768-9799  
FAX: (83 1) 768-0945  
E-MAIL \_\_\_\_\_

APPROVED AS TO FORM:

By:  \_\_\_\_\_  
Chief Assistant County Counsel

DISTRIBUTION: Auditor-Controller  
Contractor  
Public Works

JES:abc

# ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)  
05/15/2001

PRODUCER (831)722-9666 FAX (831)722-2932  
 HANSEN INSURANCE AGENCY  
 License #0831440  
 P.O. BOX 203  
 Watsonville, CA 95077

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE  
0292

INSUREE Perry R. Dulany  
 RAY DULANY TRUCKING  
 P.O. Box 1749  
 Aptos, CA 95003

INSURER A: THE ST. PAUL COMPANIES  
 INSURER B: PROGRESSIVE CASUALTY INS. CO.  
 INSURER C:  
 INSURER D:  
 INSURER E:

## COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS MADE <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/>	BK00766478	12/01/2000	12/01/2001	EACH OCCURRENCE \$ 1,000,000 FIRE DAMAGE (Any one fire) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000	
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					
	B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	CA041922941	12/01/2000	12/01/2001	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				
		ECESS LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$				
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY WC STATUTORY LIMITS OTHER				
B	OTHER PHYSICAL DAMAGE COVERAGE	CA041922941	12/01/2000	12/01/2001	E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$ FT/CAC - \$1,000. DEDUCTIBLE COLLISION - \$1,000 DEDUCTIBLE	

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS  
LIMITS AT POLICY INCEPTION.

CERTIFICATE HOLDER IS NAMED AS ADDITIONAL INSURED.

CERTIFICATE HOLDER

ADDITIONAL INSURED; INSURER LETTER:

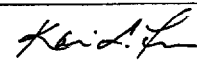
CANCELLATION

COUNTY OF SANTA CRUZ  
 GENERAL SERVICE DEPARTMENT  
 701 OCEAN STREET, ROOM 330  
 SANTA CRUZ, CA 95060

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Kari Frum/KARI



BID # 0052-018

Duplicate

SECTION VI: OFFICIAL PROPOSAL SHEET

The undersigned offers and agrees to furnish all trucking services, subject to this request at the prices stated, and in conformance with all specifications, requirements, conditions, and instructions of Santa Cruz County Request for Proposals No. 00S2-018

Qty.	Delivery Site	Price/ton Fob Destination including Sales Tax if screenings were to be picked up from the following quarry:	
		Aromas	Pleasanton
A. 475 tons	Roy Wilson Maintenance Yard, 198 Grimmer Road Watsonville, CA	\$ 3.53	\$
775 tons	Brommer Maintenance Yard, 2700 Brommer Street, Santa Cruz, CA.	\$ 6.49	\$
425 tons	West Bel Mar Drive, at west end, Aptos CA	\$ 4.12	\$
325 tons	P.M. 3.0 Bear Creek Road, Boulder Creek, Ck..	\$ 10.55	\$
325 tons	P.M. 4.10 Bear Creek Road, Boulder Creek, CA	\$ 11.33	\$
400 tons	Empire Grade at Ice Cream Grade, Bonny Doon, CA.	\$ 8.24	\$
400 tons	Empire Grade at 1/10 mile south of Quarry Rd., Bonny Doon, CA	\$ 7.42	\$
450 tons	San Andreas Rd at Byers Lane, Aptos, CA	\$ 4.41	\$
400 tons	Ridge Drive at West Park Ave. of State Highway 236, Boulder Creek, CA	\$ 10.30	\$

B. Any exception to, or deviations from, specifications, conditions, or requirements as noted in this request:

Check One:  None  Detailed Statement Attached  
Pending Quarry Availability

0  
2  
3  
9

Attachment "A"

FROM SANTA CRUZ CO. GSD 831 454 2710 2001 06-02 17:04 #A P.08/05

7

0

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C. Cash Discount Offered for Prompt Payment; 0 % 30 Days

. If awarded a contract, all materials will be delivered by **June 8, 2001.**

Check One  Yes-can Meet Deadline  No-cannot Meet Deadline

I declare under penalty of perjury that I have not been a party with another bid&r to bid a fixed or uniform price in connection with the bid.

Ray Dulany 'Trucking'

Company Name

P.O. Box 1749

Address

Aptos, CA 95001

City State Z I P

(831)768-9799/ (831)768-0945

Telephone FAX No.

*Ray Dulany* Owner

Authorized signature & Official Title

Ray Dulany

Name (please print)

0294

05/17/2001 17:10 8317222932  
MAY 17 2001 4:40PM

HANSEN INSURANCE

PAGE 01

NO. 0528 P. 1/1

BROKER COPY

**STATE** P.O. BOX 420807, SAN FRANCISCO, CA 94142-0807 0295  
**COMPENSATION**  
**INSURANCE**  
**FUND** **CERTIFICATE OF WORKERS' COMPENSATION INSURANCE**

MAY 17, 2001

GROUP: 000575  
POLICY NUMBER: 9802-2000  
CERTIFICATE ID: 13  
CERTIFICATE EXPIRES: 10-01-2001  
10-01-2000/10-01-2001

COUNTY OF SANTA CRUZ  
GENERAL SERVICE DEPARTMENT  
701 OCEAN ST., ROOM 130  
SANTA CRUZ CA 95060

This is to certify that we have issued a valid Worker's Compensation insurance policy in a form approved by the California Insurance Commissioner to the employer named below for the policy period indicated.

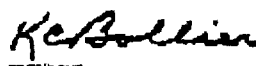
This policy is not subject to cancellation by the Fund except upon 30 days advance written notice to the employer.

We will also give you 30 days advance notice should this policy be cancelled prior to its normal expiration.

This certificate of insurance is not an insurance policy and does not amend, extend or alter the coverage afforded by the policies listed herein. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate of insurance may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions, and conditions, of such policies.



AUTHORIZED REPRESENTATIVE



PRESIDENT

EMPLOYER'S LIABILITY LIMIT INCLUDING DEFENSE COSTS: \$1,000,000 PER OCCURRENCE

ENDORSEMENT #2065 ENTITLED CERTIFICATE HOLDERS' NOTICE EFFECTIVE 10-01-2000 IS ATTACHED TO AND FORMS A PART OF THIS POLICY.

SPECIMEN ENDORSEMENT #2065 ATTACHED.

EMPLOYER

DOLANY, PERRY R DBA: RAY DOLANY TRUCKING  
PO BOX 1749  
APTOS CA 95003

SCIF 10286

[EPF-J: MO]

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10

COUNTY OF SANTA CRUZ  
REQUEST FOR APPROVAL OF AGREEMENT

0296

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

FROM: PUBLIC WORKS DEPARTMENT (Dept.)  
[Signature] (Signature) 5.30.01 (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)  
RAY DULANY TRUCKING  
and P.O. BOX 1749, APTOS, CA 95001 (Name & Address)
- The agreement will provide FOR THE DELIVERY OF CHIP ROCK SCREENING TO VARIOUS LOCATIONS
- The agreement is needed BECAUSE THE WORK CAN BE HANDLED MOST EXPEDITIOUSLY BY CONTRACT.
- Period of the agreement is from BOARD APPROVAL to JUNE 30, 2001
- Anticipated cost is \$ 27,937.00 (Fixed amount; Monthly rate; Not to exceed)
- Remarks: CONTRACT \$27,937.00; 5% CONTINGENCY \$1,396.85; OVERHEAD 7% \$2,053.37; TOTAL \$31,387.22
- Appropriations are budgeted in 91900! 64007! 3596! (Index#) 6610 (Subobject)

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

Appropriations are available and have been encumbered. Contract No. 02430 Date 5-30-01  
are not will be  
JES:mg GARY A. KNUTSON, Auditor - Controller  
By [Signature] Deputy.

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 PUBLIC WORKS DEPARTMENT (Agency). County Administrative Officer

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

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

Distribution:  
Bd. of Supv. - White  
Auditor-Controller - Blue  
County Counsel - Green \*  
Co. Admin. Officer - Canary  
Auditor-Controller - Pink  
Originating Dept. - Goldenrod  
\*To Orig. Dept. if rejected.  
ADM - 29 (6/95) **40**

State of California )  
County of Santa Cruz ) ss  
\_\_\_\_\_, 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