



# County of Santa Cruz

## GENERAL SERVICES DEPARTMENT

701 OCEAN STREET, SUITE 330, SANTA CRUZ, CA 95060-4073

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

BOB WATSON, DIRECTOR

June 14, 2001

Agenda: June 26, 2001

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

### Contract For Architectural Services- Sheriffs Lobby, Reception and Office Areas

Dear Members of the Board:

As part of the FY 2000/01 Plant Budget, your Board approved funding for modifications to the Sheriffs Office lobby, reception and adjacent office areas. Prior to proceeding with the remodel, it is necessary to secure the services of an architect to develop schematic designs, construction plans and specifications and to prepare a cost estimate for the proposed project. Additionally, the architect will provide assistance with the bid process and construction phase of the project.

Teall Messer is uniquely qualified to provide these services based on his experience and familiarity with the County Government Center. Mr. Messer has served as chief advisor and consultant on many matters involving County facility remodels and construction projects. The estimated costs of Mr. Messer's services for this project will not exceed \$9,500. Funding is available in the Plant Budget, index 191050/Q10037, subobject 6610 for this activity.

It is, therefore, Recommended that your Board:

1. Approve the attached independent contractor agreement with Teall Messer Architect in an amount not to exceed \$9,500 for architectural design services for the Sheriffs Office third floor lobby, reception and adjacent office area remodel; and
2. Authorize the General Services Director to sign and execute the agreement.

Sincerely,

Bob Watson  
General Services Director

RECOMMENDED:

Susan A. Mauriello  
County Administrative Officer

Attachments: ADM 29 and Independent Contractor Agreement  
cc: Sheriff Coroner  
Auditor Controller  
General Services

Contract No.

**INDEPENDENT CONTRACTOR AGREEMENT**

**THIS CONTRACT is entered into this 6th day of June, 2001, by and between the COUNTY OF SANTA CRUZ, hereinafter called COUNTY, and Teall Messer, Architect, hereinafter called CONTRACTOR. The parties agree as follows:**

**1. DUTIES. CONTRACTOR agrees to exercise special skill to accomplish the following result:**

**Architectural design services for the remodel of the Sheriff's Office administrative section including the corridor, reception and lobby areas as described in attachment "A" letter dated 4/10/01.**

**2. COMPENSATION. In consideration for CONTRACTOR accomplishing said result, COUNTY agrees to pay CONTRACTOR as follows:**

**\$90 per hour up to an amount not to exceed \$9,500.**

**3. TERM The term of this contract shall be:**

**June 26, 2001 through April 30, 2002.**

**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 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 statutory 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 \$250,000 combined single limit. This insurance coverage shall not be required if both the CONTRACTOR AND COUNTY acknowledge to this fact by initialing here \_\_\_\_\_/\_\_\_\_\_.

**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  
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  
701 Ocean Street, Room 330  
Santa Cruz, CA 95060  
C/O Paul Crawford

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, marital status, sex, 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 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, sex, sexual orientation, age (over 18), veteran status, gender, pregnancy 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 Equal Employment Opportunity 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 this Agreement without the prior written consent of the COUNTY.

10. **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.

11. **ACKNOWLEDGEMENT.** CONTRACTOR shall acknowledge in all reports and literature that the Santa Cruz County Board of Supervisors has provided funding to the CONTRACTOR.

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 (identify by name or write "NONE"):

Attachment A, letter dated 4/10/01 outlining scope of proposed services for the Sheriff's Office.

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

1. **CONTRACTOR**

4. **COUNTY OF SANTA CRUZ**

B \_\_\_\_\_  
 Address: 3833 Glen Haven Rd  
Soquel, Ca 95073  
 Telephone: 831. 462. 4721

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

2. **APPROVED AS TO INSURANCE:**

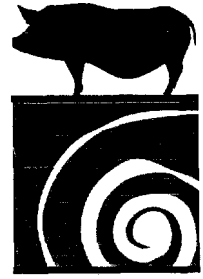
By: Laura G. Burt 6/13/01  
**Risk Management**

3. **APPROVED AS TO FORM:**

By: [Signature] 6-12-01  
**County Counsel**

**DISTRIBUTION:** County Administrative Office  
 Auditor-Controller  
 County Counsel  
 Risk Management  
 Contractor

tnesser3



**TEALL MESSER  
ARCHITECT**

3833 GLEN HAVEN RD.  
SOQUEL CALIF. 95073  
831 462 4721  
FAX 462 9343

10 April 2001

Susan Rozario  
Sheriff Coroner  
701 Ocean Street Room 340  
Santa Cruz, CA 95060

Subj: Reception counter at corridor

Dear Susan:

This letter is a proposal of specific architectural services for developing designs and plans for a reception counter in the corridor for your department's offices in 701 Ocean Street.

The project as I understand it includes the reception counter and the work stations adjoining it, a couple of private office and maybe a storage room. You may wish to include taking a look at the other rooms that are close by such as the small conference room we used, and possibly some of the other rooms along the corridor. There may be some changes which offer improved departmental efficiency, which we can take of advantage of.

I was walking by your entrance door last week and heard one of your patrons who was not only unhappy but also rather loud. Although I haven't included it we may want to bring in an acoustic engineer to suggest ways to keep sound from being a problem due to the public interface occurring in the corridor.

I propose to do the following as components of this work:

1. Investigate the existing uses of your front office space.
2. Work with Alan Vajdos of Axiom Office Interiors regarding reconfiguration of, and additions to, the office's workstations. Alan won't be in my contract but coordination with him is important.
3. Develop a design(s), which meets the project's needs and your desires.
4. Discuss the designs with the County Fire Marshal, General Services and the CAO's office.
5. Develop plans for bidding and construction, a cost estimate and a schedule for the construction work.
6. Assist with the bidding process and review of bids
7. Provide construction phase support and observation including submittal review



The products I will be providing are:

GO95

1. Preliminary designs
2. Preliminary cost estimate
3. Plans and specifications for bidding and construction
4. Final cost estimate
5. Addendums and change order documentations, if required

The schedule for the work is dependent on how long it takes us to have all of the detail of the counter worked out. It is to everyone's advantage not to rush at the initial design stages. In reviewing my calendar commitments I would expect the following amounts of time for each phase of the work. The preliminary design phase depends on your availability and decision process.

Preliminary design resolution	One and a half month
Preparation of bidding and construction documents	Two months
GSD preparation of bid package and putting a contract in place	Two and a half months
Construction	Two months

To accomplish all of the above tasks I propose to work at an hourly rate of \$90.00 against a not-to-exceed maximum of \$9,500.00. The amounts will be billed monthly.

This is an interesting project and I look forward to working with you on it.

Respectfully yours,



Teal R. Messer  
California Architect C 10 182

701BuildingExiting\Lproposal4-6-01



**TEALL MESSER  
ARCHITECT**

3833 GLEN HAVEN RD.  
SOQUEL CALIF. 95073  
831 462 4721  
FAX 462 9343

10 April 2001

Susan Rozario  
Sheriff Coroner  
701 Ocean Street Room 340  
Santa Cruz, CA 95060

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0097

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Teall R. Messer  
California Architect C 10 182

701BuildingExiting\Lproposal4-6-01

COUNTY OF SANTA CRUZ  
REQUEST FOR APPROVAL OF AGREEMENT

0098

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

FROM: General Services (Dept.)  
[Signature] (Signature) 6/4/01 (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, Teall Messer Architect, 3833 Glen Haven Road, Soquel, CA 95073 (Name & Address)
2. The agreement will provide architectural design services for the development of designs and plans  
for the Sheriff's lobby and reception areas, located at 701 Ocean Street, Santa Cruz.
3. The agreement is needed as this work can be most expeditiously performed by contract.
4. Period of the agreement is from Board Approval to April 30, 2002
5. Anticipated cost is \$ 9,500 (Fixed amount; Monthly rate; Not to exceed)
6. Remarks: \_\_\_\_\_
7. Appropriations are budgeted in 191050/Q10037 (Index#) 6610 (Subobject)

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

Appropriations are available and have been encumbered.  
are not will be

Contract No. 02459 Date 6/6/01

GARY A. KNUTSON, Auditor - Controller

By [Signature] Deputy.

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

Remarks: \_\_\_\_\_  
\_\_\_\_\_  
(Analyst)

By [Signature] Date 6/17/01

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.

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 \_\_\_\_\_

By \_\_\_\_\_ County Administrative Officer  
\_\_\_\_\_ Deputy Clerk