

C IRECTOR OF PUBLIC WORKS

## County of Santa Cruz 383

#### **DEPARTMENT OF PUBLIC WORKS**

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

**AGENDA: JUNE 26, 2001** 

June 14, 2001

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

SUBJECT: GROSS ROAD, SOUTH RODEO GULCH ROAD AND MATTISON LANE

ROAD BUMPS

Members of the Board:

On June 15, 2001, the Department of Public Works received two proposals for the Gross Road, South Rodeo Gulch Road and Mattison Lane road bumps construction project. The low proposal for the installation of these eleven road bumps was received from Earth Works Engineering Contractors in the amount of \$11,480.00.

Funding for the construction of this project, including contingencies and administration, has been made available in the approved 2000/01 Road Program, by the developer of the Rodeo Creek Subdivision, and by the neighbors on Mattison Lane.

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

- Adopt the attached resolution accepting unanticipated revenue in the amount of \$11,000.00 for Department of Public Works Engineering Services.
- Accept the proposal and approve the attached independent contractor agreement from Earth Works Engineering Contractors in the total amount of \$11,480.00.

3. Authorize the Director of Public Works to sign the agreement on behalf of the County of Santa Cruz.

Yours truly,

THOMAS L. BOLICH
Director of Public Works

JRS:bbs

Attachments

RECOMMENDED FOR APPROVAL:

County Administrative Officer

copy to: Earth Works Engineering Contractors

Public Works Department

### BEFORE THE BOARD OF SUPERVISORS OF THE COUNTY OF SANTA CRUZ, STATE OF CALIFORNIA

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On the motion of Supervisor	
duly seconded by Supervisor	
the following resolution is adopted:	

#### RESOLUTION ACCEPTING UNANTICIPATED REVENUE

WHEREAS, the County of Santa Cruz, is a recipient of funds from the Rodeo Creek Subdivision and residents of Mattison Lane for the construction of eleven road bumps; and

WHEREAS, the County will receive funds in the amount of \$11,000.00 which are either in excess of those anticipated or are not specifically set forth in the current fiscal year budget of the County; and

WHEREAS, pursuant to Government Code Sections 29130 (c) /29064 (b), such funds may be made available for specific appropriation by a four-fifths vote of the Board of Supervisors;

NOW, THEREFORE, BE IT RESOLVED AND ORDERED that the Santa Cruz County Auditor-Controller accept funds in the amount of \$11 ,OOO.OO into the Public Works Department:

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T/C	INDEX NO.	SUBOBJECT NUMBER	ACCOUNT NAME	E AMOUNT
001	621100	2384	Other Revenue	\$11 ,000.00

and that such funds be and are hereby appropriated as follows:

#### **EXPENDITURE**

T/C	INDEX NO.	SUBOBJEC	TWA	ACCOUNT NAME	E AMOUNT
021	621100	3590	(40016)	DPW Services	\$11 ,000.00

\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*

<u>DEPARTMENT HEAD:</u> I hereby certify that the fiscal provisions have been researched and that the Revenue(s) (has been) (will be) received within the current fiscal year.

Department Head

Date\_

AUD60.DOC (Rev 12/97)

Page 1 of2

**********	***********
COUNTY ADMINISTRATIVE OFFICER	/_/Recommended to Board 3 <sup>6</sup>
	//Not Recommended to Board
**********	************
PASSED AND ADOPTED by to Cruz, State of California, this day of vote (requires four-fifths vote approval):	he Board of Supervisors of the County of Santa, 2001, by the following
AYES: SUPERVISORS	
NOES: SUPERVISORS	
ABSENT: SUPERVISORS	
	Chairperson of the Board
ATTEST: Clerk of the Board	
APPROVED AS TO FORM:  Chief Assistant County Counsel	APPROVED AS TO ACCOUNTING DETAIL:  # 21100-2384  Polyand Glass Auditor-Controller

Distribution: Auditor-Controller

Public Works Department

GORMATB (12/97)

Contract	No
Contract	INU.

#### INDEPENDENT CONTRACTOR AGREEMENT

THIS CONTRACT is entered into this 26th day of June, 2001, by and between the COUNTY OF SANTA CRUZ, hereinafter called COUNTY, and Earth Works Engineering Contractors, hereinafter called CONTRACTOR. The parties agree as follows:

- 1. <u>DUTIES.</u> CONTRACTOR agrees to exercise special skill to accomplish the following result: Install six road bumps on Gross Road, four road bumps on Mattison Lane and one road bump on South Rodeo Gulch Road at locations marked with paint. Road bumps are to be constructed per the Road Bump Design Criteria. Method of work shall be to saw cut and remove the existing asphalt for at least two feet at each transverse edge of the road bump, apply paint binder to all vertical surfaces, place and compact type B asphalt concrete to match the road bump template provided provided by the Public Works Department.
- 2. <u>COMPENSATION</u>. In consideration for CONTRACTOR accomplishing said result, COUNTY agrees to pay CONTRACTOR as follows: Eleven road bumps for a total price of \$11,480.00.
  - 3. TERM. The term of this contract shall be: Board Approval until completion
- 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 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).
- 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 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

#### B. Other Insurance Provisions

COUNTY \_\_\_\_\_/\_\_\_.

(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.

combined single limit, if, and only if, this Subparagraph is initialed by CONTRACTOR and

(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  $28^{\circ}$ 

notice has been given to:

JACK SOHRIAKOFF

COUNTY OF SANTA CRUZ PUBLIC WORKS DEPARTMENT 701 OCEAN STREET, ROOM 410

SANTA CRUZ, CA 95060

(4) CONTRACTOR agrees to provide its insurance broker(s) with a full copy of these insurance provisions and provide COUNTY on or before the effective date of this Agreement with Certificates of Insurance for all required coverages. All Certificates of Insurance shall be delivered or sent to:

JACK SOHEUAKOFF

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

- 7. <u>EOUAL 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 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 CONTRACTORS 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.

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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: Proposal

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

COUNTY OF SANTA CRUZ	CONTRACTOR EARTHWOOKS Engineering
By:	Earthworks Engineering  By: Stephanie Straw  EARTH WORKS ENGINEERING  CONTRACTORS
APPROVED AS TO FORM:  By: Chief Assistant County Counsel	Address: 147 S. Morrissey Avenue Santa Cruz, CA 95062 Telephone: (83 1) 426-1281 FAX: (83 1) 459-8674 E-MAIL EWPaving@aol.com
DISTRIBUTION: Auditor-Control Contractor Public Works	ler

**GROMATB** 

JRS:bbs

### PROPOSAL

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# EARTH WORKS ENGINEERING CONTRACTORS

147 SOUTH MORRISSEY AVENUE/ SANTA CRUZ, CA 95062 (831) 4261281 FAX (831) 459-8674

TO: County Of Santa Cruz Public Works RM #410 Attn. Herb Parnell 701 Ocean Street Santa Cruz CA 95060

PHONE	DATE
454-2160	6/15/01
JOB NAME / LOCATION	
Speed bumps at Mattiso Gulch, Gross Road	n Lane, South Roded
JOB NUMBER	JOB PHONE
21291	JOB FIIONE
<u> </u>	

We hereby submit specifications and estimates for:

Install eleven speed bumps per bid request of 6/1/01. We will perform the following:

- 1. Remove conforms each side.
- 2. Apply 0"-3 1/2" of 1/2" asphaltic concrete and compact 32 tons.

Exclusions: Signage and pavement markings.

We Propose hereby to furnish material and labor-complete in accordance with the above specifications, for the sum of: Eleven Thousand Four Hundred Eighty and 00/100 Dollars dollars (\$

11,480.00).

Payr nent to be made as follows:

Progress payments.

All material is guaranteed to be as specified. All work to be completed in a professional manner according to standard practices. Any alteration or deviation from above specification s involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Worker's Compensation insurance.	- Authorized Signature Ric Straus
$\label{eq:Acceptance of Proposal} - \text{The above prices, specifications and condit ons are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.}$	Signature
Dete of Acceptance:	

CERTIFICATE OF LIABILITY INSURANCE KK DATE (NM/DO/YY) ACOND. 06/18/01 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 PRODUCER BATTISTINI & CANFIELD, LLC INSURANCE SINCE 1906 ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. 901 CENTER STREET SANTA CRUZ CA 95050 **INSURERS AFFORDING COVERAGE** Phone: 831-423-1822 Fax: 831-423-2462 NSURED NSURER A JEFFERSON INSURANCE CO INSURER S FREMONT COMPENSATION INSURANCE Earth Works Ric Straus 147 5. Morrissey 81vd. Santa Cruz CA 95062 INSURER C INSURER D NEURER E COVERAGE 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 BUSINEST TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES, ACGREGATE LIMITS BHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. POLICY EFFECTIVE POLICY EXPIRATION
DATE (MM/DD/YY) PATE (MM/PD/YY) TYPE OF INSURANCE POLICY NUMBER LIMITS \$1,000,000 GENERAL LIABILITY **EACH OCCURRENCE** 07/03/00 07/03/01 \$ 50,000 JCK0413637 FIRE DAMAGE (Any one fire) А X COMMERCIAL GENERAL LIABILITY CLAMS MADE X OCCUR s EXCLUDED MED EXP (Any one person) \$1,000,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$1,000,000 GEN'L AG GREGATE LIMIT APPLIES PER PRODUCTS - COMP/OP AGG POL CY PRO AUTOMO BILE LIABILITY COMBINED SINGLE LIMIT (Ex accident) ANY AUTO ALL OWNED AUTOS SODIY INJURY (Perperson) \$ SCHEDULED AUTOS HIRED AUTOS BOD'LY (NJURY (Per accident) NON-OWNED AUTOS PROPERTY DAMAGE (Per accident) GARAGE LIABILITY AUTO ONLY - EA ACCIDENT đ ANY AUTO EAACC \$ OTHER THAN AUTO ONLY: AGG & EACH OCCUPRENCE EXCESS JABILITY OCCUR CLAIMS MADE AGGREGATE DECUCTELE 5 RETENTION 3 TORY LIMITS WORKERS COMPENSATION AND EMPLOYERS' LIABILITY 3 WN9958903108 07/01/00 07/01/01 EL EACH ACCIDENT 1000000 EL DISEASE - EA EMPLOYEE \$ 100000 EL DIEEASE - POLICY LIMIT & 1000000 OTHER MESCRIPTION (IF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS ROAD BUMPS - GROSS ROAD CERTIFICATE HOLDER Y ADDITIONAL INSURED: INSURER LETTER: CANCELLATION

COUNTY OF SANTA CRUZ
TO CEAN STREET
SANTA CRUZ CA 95060-4070

CANCELLATION

COUNTY CANCELLED BEFORE THE EXPIRATION

COUNTY OF SANTA CRUZ
TO CEAN STREET

SANTA CRUZ CA 95060-4070

CANCELLATION

COUNTY OF SANTA CRUZ

IMPOSE NO DOLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR

REPRESENTATIVES.

Blaine C. Broken

ACORO 25-13 (7/97)

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## COUNTY OF SANTA CRUZ REQUEST FOR APPROVAL OF AGREEMENT

TO: Boa d of Supervisors Cou 1ty Administrative Officer Cou 1ty Counsel Auditor-Controller	F	FROM: PU	W -1	Signature) 6. (G	
Courty Administrative Officer Courty Counsel Auditer-Controller  The Board of Supervisors is hereby requested to approve the attacked agreement and authoral the execution of the same.  1. Sald agreement is between the					
EARTH WORKS ENGI	NEERING CONSTRUCT	CION, INC.			
			bumps located	d on Gross R	oad and
3. The agreement is needed becar	use the work can	_be_ handled	d most exped	itiously by	contract.
4. Peric d of the agreement is from	Board Approval		toJune 30	0, 2001	**************************************
5. Anticipated cost is \$\frac{11,480.}{}	00		(Fixed amo	ount; Monthly rate;	Not to exceed
6. Remarks: Contract \$11,4	80.00; Overhead	\$803.60; To	otal <b>\$12,283</b> .	. 60	
NOTE: IF APPR	OPRIATIONS ARE INSUF	Contract No.	CH COMPLETED FO	ORM AUD-74  Date 6-1-9-	~1
					the
			1		
Remarks:		Ву	$\{ \setminus M \}$		e/20/01
	9				' / .
Distribution:  Bd. c f Supv White Audi-or-Controller - Blue County Counsel - Green *	County of Santa Cruz	ex-officio Cle eby certify that the f as recommended by	foregoing request for ap	oproval of agreement wa	as approved by er duly entered