



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

August 16, 2001

AGENDA: August 28, 2001

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

APPROVAL OF INDEPENDENT CONTRACTOR AGREEMENT WITH TECHNICAL ROOF SERVICES INC. FOR ENGINEERING, DESIGN AND CONSULTING SERVICES FOR JUVENILE HALL RE-ROOF PROJECT

Members of the Board:

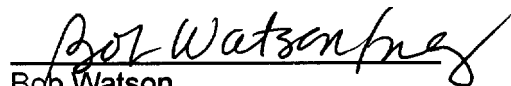
During FY 00/01 your Board allocated funds to replace the roof at the County Juvenile Hall facility located at 3650 Graham Hill Road in Santa Cruz. In order to move forward with this project it is necessary to obtain the services of a qualified engineering firm to develop plans, specifications and provide consultation for the construction phases for this project.

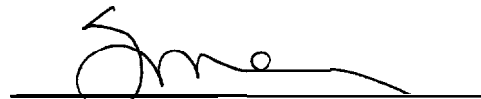
We are recommending that the County contract with Technical Roof Services (TRS). This company is a licensed engineering firm that specializes in providing roof engineering and design services. They have an excellent record of working on a number of projects for the County. TRS is eminently qualified to develop the plans, specifications and provide technical consulting for the construction phases for the re-roofing of the Juvenile Hall. Attached for your Board's review is an independent contractor agreement with TRS for these services.

Sufficient funds are available in the Plant Budget, Index 191100/sub object 6610 (Plant Project Q26005). It is therefore RECOMMENDED that your Board approve an agreement with the Technical Roof Services in an amount not to exceed \$35,000 for FY 2001/02.

Sincerely

RECOMMENDED


Bob Watson
Director


Susan Mauriello
County Administrative Officer

Attachments: Independent Contractor Agreement, ADM29

cc: Auditor Controller
General Services
Elevator Service Company
\\home\gsd013\my files\trs consult\juvenile hall re-roofica board letter.wpd

INDEPENDENT CONTRACTOR AGREEMENT

THIS CONTRACT is entered into this 28th day of August, 2001, by and between the COUNTY OF SANTA CRUZ, 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: Engineering consulting services for the re-roof of the Santa Cruz County Juvenile Hall located at 3650 Graham Hill Road, Santa Cruz, CA. Scope of services outlined in the proposal dated 7/12/01 is hereby incorporated into this agreement as Attachment #1.

2. COMPENSATION. In consideration for CONTRACTOR accomplishing said result, COUNTY agrees to pay CONTRACTOR as follows: Payment not to exceed \$35,000, processed under the terms described in the TRS proposal dated 7/12/01 and includes in Attachment #1.

3. TERM. The term of this contract shall be: August 28, 2001 through December 31, 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 PD / _____.

(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 combined single limit, if, and only if, this Subparagraph is initialed by CONTRACTOR and COUNTY PD / _____.

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: Paul Crawford
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:

0069

Santa Cruz County
General Services Department
Attn: Paul Crawford
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 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, 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.

a. INDEPENDENT CONTRACTOR STATUS. CONTRACTOR and COUNTY 0070 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; (9) 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 #1- TRS Proposal for Roof Consulting Services 7/12/01.

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

1. Technical Roof Services 8/8/01

4. County Of Santa Cruz

By: Philip D. Dreyer, President
Philip D. Dreyer

By: _____

Address: 2840 Howe Rd, Ste A
Martinez, CA 94553

Telephone: 925-313-9911

2. APPROVED AS TO INSURANCE:

Leticia G. Burt 8/2/01
Risk Management

3. APPROVED AS TO FORM:

M. Rae 8.21.01
County Counsel

DISTRIBUTION: County Administrative Office
Auditor-Controller
Risk Management
General Services Department
Technical Roof Services

P:\home\gsd013\icamaster.trsjunior hall roof.wpd

TRS

TECHNICAL ROOF SERVICES, INC.
Roof and Waterproofing Consultants
www.trsroof.com

0072

July 12, 2001

Mr. William Kersten
 COUNTY OF SANTA CRUZ, GENERAL SERVICES DEPARTMENT
 Facilities Management
 701 Ocean Street, Room 330
 Santa Cruz, CA 95060-4073

RE: Proposal for Roof Consulting Services
 Reroofing of County Juvenile Center
 3650 Graham Hill Road, Santa Cruz, California

Dear Mr. Kersten:

We understand you ranked Technical Roof Services, Inc. (TRS) in first position as the best qualified consulting firm you considered during the recent "qualifications" phase of your selection process. Thank you. We now understand that you would like us to submit a fee proposal. Accordingly, we are pleased to submit this fee proposal to provide roof consulting services in conjunction with your planned roof replacement project at the Juvenile Center, 3650 Graham Hill Road in Santa Cruz, California.

The purpose of this phase of our involvement is to provide recommendations about the project scope of work, and to provide documents describing the work for competitive contractor bidding.

We toured the roof a couple of times over the last couple of years to familiarize ourselves with some project conditions. The building is a sprawling, one-story concrete and CMU framed structure consisting of several "wings" connected around a rectangular courtyard. Several saw-tooth shaped, steeply sloped roofs cover some clerestory structures. The roofs slope mildly to the perimeter edges, but many areas of standing water were observed during our visit. We understand the existing EPDM rubber roof is about 20 years old; that roof leaks are reported; and that roof replacement work is tentatively slated for as soon as practical.

Considering the information you provided and the conditions we observed, our proposal is based upon the following understandings:

- Suspected Window Related Leaks: We understand water leaks from below some clerestory windows during rains. We recommend the source of apparent window leaks be investigated and appropriate repairs be made to window glazing and flashing systems. This proposal does not address possible window-related leak conditions and is based on the presumption that the existing windows and flashings will remain in place.
- Asbestos: Any services needed related to environmental issues such as: asbestos, lead, and other potentially hazardous materials, will be provided through your office.
- Manufacturer product information will be relied upon as complete and accurate representations.

Mr. William Kersten
RE: Santa Cruz County Juvenile Center
July 12, 2001

0073

Page 2 of 7

- You will arrange site access and site personnel to escort us while we are on site.
- Copies of drawings (to scale) showing the existing building construction will be provided to us for review and use. (Note: Some drawings have already been provided to us.)
- The 1998 California Building Code (based on the 1997 UBC) will be used as the "Code" reference.
- The existing roof systems will be removed down to the structural decks – except any lightweight insulating concrete materials will be left in place.
- The specified new roof system will consist of 1" to 1.5" of rigid board insulation covered with either a pressure equalized, reinforced PVC roof covering, like what was installed on the Government Center last year, or covered with a two-ply type modified bitumen roof membrane (e.g., Siplast).
- The new roof coverings on the steeply sloped clerestory structures will consist of asphalt shingles over felt underlayment.
- Sheet metal flashings will be replaced in lieu of being reused.
- Your office will serve as the Owner's Representative for the project and will provide timely responses to TRS requests for information.
- There will be no major system alternates or elective options.
- Some leak and/or moisture related conditions related to items outside of the scope of this proposal, or the completed project, may be experienced after project completion.
- The existing structure is adequate to support current dead loads and code-required live loads – including the existing pieces of mechanical equipment.
- Exploratory test openings will be made and repaired by a contractor provided by your office or by County personnel while we are on site.
- Engineering services (e.g., seismic analysis, structural evaluation, or mechanical system modifications) are not included in this proposal.
- Re-sloping of the entire roof surface will not be required. Insulation crickets and new drains will be added at some locations to enhance existing drainage.
- The contract documents do not need to be stamped by a licensed architect or registered engineer.
- Once we begin document production based on directives from your office, no further changes will be made regarding the type and scope of the work. Any type of work and scope changes after beginning document production will be invoiced as Additional Services.
- Unless otherwise noted, our proposal does not include "observation" or "investigation" of any specific or reported leak condition. It also does not include offering suggestions to address leak conditions on a temporary, short-term, or on any other duration, basis.
- Attics and enclosed rafter spaces, if any, have adequate existing ventilation provisions.

Reroof projects typically involve four or five phases. This proposal is for the Schematic and Document Phases.

Mr. William Kersten
RE: Santa Cruz County Juvenile Center
July 12, 2001

Page 3 of 7

PHASE I – SCHEMATIC PHASE

A. Research Requirements (Fire, Wind, Warranty, Code)

We will forward a Questionnaire to you regarding desired roof system “design” requirements. After receipt of a completed Questionnaire, we will inquire with local code representatives about interpretation of some code requirements. We understand the County will serve as the “code body” for this project and will need to make code interpretation decisions. We will also review information about manufacturer warranties, and Underwriter Laboratory (UL) fire ratings in light of the design information provided to us.

B. Review Building Drawings

We understand we will have access to, and your office will provide copies of, existing building drawings (e.g., HVAC layout, site plan, roof plan, and architectural details) for our review and use. The intent of this review is to gather information about various construction elements hidden from view (e.g., curbs, decks, building joints, etc.) and to obtain building/roof dimensions. Using existing drawings helps avoid extra costs associated with documenting the existing construction and creating roof plan drawings from scratch. If potentially important pieces of information prove not available by review of available drawings, additional fieldwork may be necessary as Additional Services to document certain conditions.

C. Survey and Document Existing Conditions

We will visit the site again to further observe general roof conditions; to observe deteriorated glulam beam conditions; and to document some existing roof construction. Selected portions of the existing coverings will need to be taken apart or have some small exploratory openings made into them to actually observe important conditions (e.g., to document the extent of glulam beam deterioration). We understand you will arrange for a roof contractor or County personnel to accompany us to make and patch the exploratory openings. We will take photographs to document our observations and for our use in creation of project detail drawings.

If potentially important information about building construction or existing conditions remains unknown after our visit, additional fieldwork, as an Additional Service, may be recommended to gather the information.

D. Construction Project Budget Projections

A “broad scope” projection of likely costs associated with the recommended work will be included as part of the Schematic Phase. Please note that budget cost projections are not “cost estimates” but should serve as a reasonable basis for schematic phase budget decisions.

Mr. William Kersten
RE: Santa Cruz County Juvenile Center
July 12, 2001

0075

Page 4 of 7

E. Report – Findings and Recommendations

Based upon our findings, we will provide a written report describing existing conditions and our recommended scope of reroofing work, including specific recommendations regarding roof system requirements (i.e., design, performance and aesthetic requirements). The report will include an anticipated budget cost associated with the work.

PHASE II – DOCUMENT PHASE

SPECIFICATIONS

Upon confirmation of your selections/decisions regarding the new roof system, we will prepare documents for your review and comment. We provide Specifications in three-part, CSI format. The documents are prepared presuming one contractor is awarded the work – the contractor with whom The County contracts. You will need to provide us the project header and footer layout information.

We will incorporate Sections regarding removal, handling, disposal, and monitoring of hazardous materials provided by Forensic Analytical Services (FAS), if hazardous materials prove to be present.

We use Division 1, General Requirements as the primary focus for repetitive type requirements, deleting those same notations from individual technical sections in accordance with appropriate specifying practices. The County will be referred to as the “Owner” and your office will be defined as the “Owner’s Representative” in our prepared documents as defined in Section 01010.

We have our own Division 1 – General Sections and will incorporate other County-generated Division 1 Sections, if desired and if provided.

Our documents are processed in Microsoft Word 2000, using an Arial 11 font. We can provide the technical sections in digital format in Word 6/95 or Word 97 if desired. However, any reverse conversion to Word 6/95 or Word 97 format may not convert exactly the same as our printed documents, and your office would be responsible for correction of formatting or loss of information.

We will provide a 95% review set to your office. After revisions, we will provide the specification sections in hard copy (print originals) and a digital set for your office to reproduce into the Bid Set. Margins are set for duplexing sections, with each section starting on a new front page.

Mr. William Kersten
 RE: Santa Cruz County Juvenile Center
 July 12, 2001

0076

Page 5 of 7

We anticipate providing the following Division 1 Sections:

DIVISION 1 - GENERAL REQUIREMENTS

01000	List of Drawings	01310	Scheduling Requirements
01010	Summary of Work	01320	Contract Schedules
01015	Work Sequence	01400	Quality Control & Assurance
01016	Contractor Use of Premises	01420	Owner Inspection/Testing & Consulting
01020	Allowances	01425	Field Samples
01025	Measurement & Payment	01430	Mock-Ups
01027	Unit Prices	01455	Manufacturer Services
01030	Alternates	01510	Temporary Facilities & Controls
01035	Modification Procedures	01525	Temporary Construction Aids
01040	Coordination	01540	Protection of Work
01045	Cutting & Patching	01550	Site Access & Parking
01060	Regulatory Requirements	01560	Construction Cleaning & Controls
01091	Reference Standards	01610	Material Delivery, Storage & Protection
01092	Abbreviations	01630	Product Options and Substitutions
01094	Definitions	01700	Contract Close-out
01100	Special Project Procedures	01710	Final Cleaning
01200	Project Meetings	01740	Contractor Guaranty
01300	Submittals	01760	Warranties & Guaranties of Construction

We anticipate providing the following technical specification sections plus the Division 1 portion of the Bidding Documents:

02070	Selective Demolition & Preparation
06100	General Carpentry for Reroofing
07220	Rigid Roof Insulation
07510	Built-up or Modified Bitumen Membrane Roofing <u>or</u>
07530	Elastomeric Sheet Membrane Roofing
07620	Sheet Metal
07712	Roof Expansion Joints
09900	Painting
15400	Misc. Plumbing for Reroofing
15800	Misc. Mechanical for Reroofing
16000	Misc. Electrical for Reroofing

DRAWINGS AND DETAILS

Drawings will be provided on 8-1/2x11 or 11x17 sheets, for inclusion into the Bid Document sets. We anticipate providing a site locator map, one roof plan, and approximately 17 detail drawings. We provide non-scaled, intent-type details, which are drawn in section and/or isometric, at our option. All details are the conceptualization and intellectual property of TRS for use on this project only.

Mr. William Kersten
 RE: Santa Cruz County Juvenile Center
 July 12, 2001

0077

Page 6 of 7

Our details and drawings are created on the computer — VisualCad 2.04 for Windows. The CAD drawings can be provided in digital format in .dwg format as requested. However, due to variation in CAD programs and formats, the export will not convert exactly the same as our printed documents. Sometimes the export loses line weights, fonts, spacing, arrowheads and leaders and hatch fills; your office would be responsible for correction of formatting and loss of information.

COUNTY COMMENTARY REVISIONS AND TRS REVISIONS

We will provide documents for your review at 95% completion in two stages (Document 0 and Division 1 and related Documents; then Technical Specifications and Drawings) in hard copy only; your office needs to return the original sets with marked-up "red-line" requests for revisions.

The review set for Drawings and Details will come separately and will be on 8-1/2x11 or 11x17 paper. After you review and return comments to us, we will complete the process of final documents to your office in hard copy and digital format.

FEES AND CONDITIONS

Charges for the services described above are as follows:

• Pre-schematic/Schematic Phases	<u>LUMP SUM</u>	\$ 7,575
• Document Phase	<u>LUMP SUM</u>	\$ 18,790
• Bid Phase	<u>TIME PLUS EXPENSE</u>	\$ 0
• Pre-construction/Construction Phase	<u>TIME PLUS EXPENSE</u>	\$ 0
• Final & Closeout Phase	<u>TIME PLUS EXPENSE</u>	\$ 0

PROPOSAL TOTAL **\$ 26,365**

Charges for authorized additional services will be determined on a unit rate basis in accordance with the attached TRS Fee Schedule and Additional Provisions, "Attachment 1."

Our fees are invoiced monthly as a percentage of work completed and are not dependent on submission of "completed work product." "Attachment" documents are incorporated in this proposal by reference. This proposal offer is valid for 30 days.

TRS' liability shall be limited to a maximum of three times the total value of invoiced time on this portion of the project.

If required or requested, our insurance broker will provide you a certificate as an Additional Insured under our General Liability Policy.

Mr. William Kersten
RE: Santa Cruz County Juvenile Center
July 12, 2001

Page 7 of 7

We are well qualified and look forward to this opportunity to work with you. If you require additional information, or wish to discuss any of our proposed services in more detail, please call. With your verbal authorization to proceed, we propose to begin within two weeks. This proposal offer is valid for 30 days.

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

Sincerely,

TECHNICAL ROOF SERVICES, INC.



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

PDD/brm

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

S:\GENERAL\Santa Cruz\500 pro Santa Cruz Cnty - Juvenile Center (3).doc

“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,

1.0 SCOPE & RESPONSIBILITIES OF TECHNICAL ROOF SERVICES, INC. (TRS)

- 1.1 The scope of TRS' services to be provided will be those specifically Proposed and agreed upon for a particular project. "Project" is defined as TRS' commissioned service by a client. The scope of TRS' services may also consist of services indicated under Additional Services, or as noted in attachments or follow-up discussions and proposals to these terms.
- 1.2 TRS services will be performed at the direction of the Client with reasonable promptness within our scheduling commitments as is consistent with reasonable skill and care in the orderly progress of the work.
- 1.3 TRS will rely on representations made by the Client and product manufacturers in carrying out its duties and shall be entitled to rely upon such information, lawful or not, as fact.

2.0 CLIENT'S RESPONSIBILITIES

- 2.1 The Client shall provide full information setting forth the Client's and, where applicable, the Owner's objectives, schedule, constraints, budget with reasonable contingencies, and criteria.
- 2.2 Information and Approval: Client shall furnish information and shall render decisions and approvals as expeditiously as necessary for the orderly progress of TRS' Services under this Agreement, and with any time limits set forth in any Schedule provided.
- 2.3 Unless otherwise agreed, Client agrees to provide suitable and Safe access to the roof or wall areas for personnel (e.g., scaffolding, man-lift, and safety lines/belts). This would also include providing barricades and a responsible person at ground level to prevent people from entering the area below investigation activities.

3.0 CONSTRUCTION BUDGET PROJECTIONS

- 3.1 It is recognized that TRS is not a contractor and budget projections are not cost estimates; and that neither TRS or the Client has control over the cost of labor, materials or equipment, over the contractor's methods of determining bid prices, or over competitive bidding, market or negotiating conditions. Accordingly, TRS does not warrant or represent that bids or negotiated prices will not vary from any budget or construction budget projection provided by TRS.
- 3.2 No fixed limit of construction cost shall be established as a condition of this Agreement by the establishment or providing of a Project budget projection.

4.0 TRS' DOCUMENTS

- 4.1 Reports, photographs, drawings and specifications prepared by TRS as instruments of service are and shall remain the property of TRS whether the Project for which they are made is executed or not. TRS shall be deemed the author of these documents and shall retain copies, including reproducible copies for information and reference in connection with the Client's use on any phase of a project. All drawings, specifications, and reports prepared by TRS, and copies thereof, shall not be used except with respect to the Project and are not to be used on any other project except by Agreement in writing providing for compensation to TRS. Submission or distribution to meet official regulatory requirements or in connection with the Project is not to be construed as publication in derogation of TRS' reserved rights.
- 4.2 Intellectual Property: The following provisions shall apply with respect to copyrightable works, ideas, conceptualizations, discoveries, inventions, applications for patents, and patents (collectively, "Intellectual Property"): a) TRS Intellectual Property. TRS collectively holds an interest in the Intellectual Property previously created and used for any particular project; b) Development of Intellectual Property. Any improvements to Intellectual Property items, further inventions or improvements, and any new items of Intellectual Property discovered or developed by TRS (or TRS' employees) during the term of this Agreement shall be the property of TRS, subject to the inalienable right and license of the Client to make, use, and/or sell products and services derived from any such Intellectual Property without payment of royalties. Such rights and license will be exclusive for the term of this Agreement, and any extensions or renewals of this Agreement. After termination of this Agreement, such rights and license shall be nonexclusive, but shall remain royalty-free. Each party shall execute such documents as may be necessary to perfect and preserve the rights of either party with respect to any such Intellectual Property.

5.0 INSURANCE

- 5.1 TRS will maintain insurance for protection from claims as set forth which arise out of or result from TRS' performance of services under this Agreement: a) Claims under worker's compensation acts; b) Claims for damages because of bodily injury, including personal injury, sickness, disease or claims of death of any of its employees or of any person; c) Claims for damages because of injury to or destruction to tangible property including loss of use resulting therefrom.
- 5.2 Indemnification: The Client agrees to indemnify, hold harmless and defend TRS, its subcontractors, suppliers, employees, and agents from and against any and all claims, damages, losses, and expenses arising out of or resulting from, in whole or in part, the activities, facilities or equipment of the Client or its contractors, other consultants or their subcontractors, suppliers, employees, or agents; unless such claims, damages, losses, and expenses arise out of or result from, in whole or in part, the sole negligent or other wrongful conduct of TRS, its subcontractors, suppliers, employees, and agents.

6.0 TERMINATION, SUSPENSION OR ABANDONMENT

- 6.1 Termination by Either Party for Other's Failure to Perform: If either Party fails substantially to perform in accordance with any of the terms of this Agreement through no fault of the other party, the other party may give notice of such default to the defaulting party specifying the nature of the default. If the defaulting party fails to cure the default within seven (7) days of such notice, the other party may, without prejudice to any of its rights or remedies, terminate this Agreement immediately upon notice to the defaulting party.
- 6.2 Termination by Client upon Abandonment of Project: This Agreement may be terminated by the Client upon at least seven (7) days written notice to TRS in the event that the Project is abandoned.
- 6.3 Termination by TRS: If, in TRS' opinion, the Client has failed to perform in accordance with the understandings, terms and/or conditions of this Agreement, TRS may terminate all or part of the Agreement for cause upon at least seven (7) days written notice to the Client.
- 6.4 Compensation and Payments upon Termination: In the event of termination, the Client will pay TRS in full for all services performed and all Reimbursable Expenses incurred under this Agreement up to and including the effective date of termination. Payment will be made on both completed Work and Work in progress, whether delivered to the Client or in the possession of TRS, and to authorized Reimbursable Expenses, and subject to. If TRS has made previous commitments to others on the Client's behalf, prior to the date of termination, including Reimbursable Expenses then due and those Reimbursable Expenses incurred after termination not the fault of TRS, Client shall compensate TRS for expenses directly attributable to termination for which TRS is not otherwise compensated.
- 6.5 Failure of the Client to make payments to TRS in accordance with this Agreement will be considered substantial nonperformance.

7.0 MISCELLANEOUS PROVISIONS

- 7.1 Unless otherwise agreed, this Agreement shall be governed by the laws of the State of California.
- 7.2 TRS and TRS' Employees shall have no responsibility for the discovery, testing, presence, handling, removal or disposal of or exposure of persons to hazardous materials in any form at the Project Site, including but not limited to: asbestos, lead, polychlorinated biphenyl (PCB) or other substances.
- 7.3 Any services needed related to engineering (e.g., seismic analysis, mechanical, electrical, or structural evaluation), will be provided by the Client.
- 7.4 Nothing contained in this Agreement shall create a contractual relationship with or without a cause of action in favor of a third party against either the Client or TRS.
- 7.5 In any dispute between the parties, the prevailing party shall be entitled to recover from the other party all reasonable expenses, including, without limitation, costs and reasonable attorneys' fees. "Prevailing party" shall include, without limitation, a party who dismisses an action or recovery in exchange for sums allegedly due, performance or covenants allegedly breached or considerations substantially equal to the relief sought in the action, or which receives, in connection with any dispute, performance from the other party substantially equivalent to any of these.
- 7.6 THIS AGREEMENT REPRESENTS THE ENTIRE AND INTEGRATED AGREEMENT BETWEEN THE CLIENT AND TRS AND SUPERSEDES ALL PRIOR NEGOTIATIONS, REPRESENTATIONS, OR AGREEMENTS, EITHER WRITTEN OR ORAL. THIS AGREEMENT MAY BE AMENDED ONLY BY WRITTEN INSTRUMENT SIGNED BY CLIENT AND TRS. SHOULD THIS AGREEMENT CONFLICT WITH OTHER PROVISIONS, THESE ADDITIONAL PROVISIONS SHALL BE INTERPRETED AS PRIMARY AND TAKE PRECEDENCE.
- 7.7 SEVERABILITY: THE PROVISIONS OF THIS AGREEMENT SHALL SURVIVE THE EXECUTION OF TRS' SERVICES OR THE TERMINATION OF THIS AGREEMENT FOR ANY REASON. IF ANY PROVISION OF THIS AGREEMENT, OR THE APPLICATION OF SUCH PROVISION TO ANY PERSON OR CIRCUMSTANCES, ARE HELD INVALID OR UNENFORCEABLE, THE REMAINDER OF THIS AGREEMENT OR THE APPLICATION OF SUCH PROVISION TO PERSONS OR CIRCUMSTANCES OTHER THAN THOSE AS TO WHICH IT IS HELD INVALID OR UNENFORCEABLE, SHALL NOT BE AFFECTED.
- 7.8 IF TRS IS REQUESTED TO OFFER ITS OPINION OR INTERPRETATION OF MATTERS CONCERNING PERFORMANCE OF WORK PRACTICES BY OTHER PARTIES, TRS RESPONSE TO SUCH REQUESTS WILL BE MADE WITH REASONABLE PROMPTNESS. WHEN MAKING SUCH INTERPRETATIONS, TRS WILL ENDEAVOR TO SECURE FAITHFUL PERFORMANCE BY BOTH CLIENT AND THE OTHER PARTY, WILL NOT SHOW PARTIALITY TO EITHER, AND SHALL NOT BE LIABLE FOR RESULTS OF INTERPRETATION OR OPINIONS SO RENDERED IN GOOD FAITH.
- 7.9 TRS LIABILITY SHALL BE LIMITED TO A MAXIMUM OF THREE TIMES THE TOTAL VALUE OF INVOICED TIME TO DATE ON ANY PROJECT.
- 7.10 WHEN ADDRESSING EXISTING LEAK CONDITIONS, TRS CANNOT AND WILL NOT ACCEPT RESPONSIBILITY FOR DAMAGES THAT MAY BE CAUSED BY LEAKAGE INVESTIGATION OR TESTING.
- 7.11 TRS WILL NOT CONTROL AND WILL NOT BE RESPONSIBLE FOR CONSTRUCTION MEANS, METHODS, TECHNIQUES, SEQUENCES OR PROCEDURES, OR FOR SAFETY PRECAUTIONS AND PROGRAMS IN CONNECTION WITH THE CONSTRUCTION WORK (WORK). THEY ARE THE RESPONSIBILITY OF THE CLIENT/CONTRACTOR. TRS WILL NOT BE RESPONSIBLE FOR THE CONTRACTOR'S SCHEDULES OR FAILURE TO CARRY OUT THE WORK IN ACCORDANCE WITH THE CONTRACT DOCUMENTS. TRS WILL NOT BE RESPONSIBLE FOR NEGLIGENCE, NON-COMPLIANCE CONSTRUCTION ISSUES, ACTS OR OMISSIONS OF THE CLIENT, OWNER, CONTRACTOR, SUBCONTRACTOR, OR THEIR AGENTS OR EMPLOYEES, OR OF ANY OTHER PERSONS PERFORMING A PORTION OF THE WORK.

8.0 FEES AND COMPENSATION

- 8.1 TRS shall be entitled to compensation in accordance with this Agreement for all services performed whether or not a construction project has commenced.
- 8.2 TRS fees are invoiced monthly as a summary of hours, based on the hourly rates indicated for individuals and is not dependent on submission of "completed work product".
- 8.3 In and to the extent that the time initially established in this Agreement is exceeded or extended through no fault of TRS, compensation for any services rendered during the additional period of time shall be computed in the manner set forth in paragraph 9.1.
- 8.4 The Client (past or present) is responsible for payment to TRS for TRS' time charges and expenses resulting from our required response to subpoenas and litigation issued by any party in conjunction with services provided on this Project. Charges shall be based on Fee Schedules in effect at the time the service is provided.

9.0 ADDITIONAL SERVICES

- 9.1 If more TRS time for project representation or internal control is required beyond the proposed anticipated, proportioned time; including any time required after completion of TRS' work, TRS shall be compensated at a rate in accordance with TRS current Fee Schedule at that time. Typically, Additional Services include but are not limited to: site visits, additional submittal reviews, change orders and construction change directives, contractor proposal evaluation, documentation, follow-up construction disputes, safety preparation and protection on-site, expert assistance, and any other service not specifically listed in connection with TRS' services for the project.

COUNTY OF SANTA CRUZ
REQUEST FOR APPROVAL OF AGREEMENT

0081

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

FROM:

General Services

(Dept.)

[Signature]

(Signature) 8/15/01

(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 Technical Roof Services, 2840 Howe Road, Martinez, CA (Name & Address)
2. The agreement will provide engineering, design and construction consulting services for the re-roof of the County Juvenile Hall facility.
3. The agreement is needed because this service can be provided most expeditiously by contract.
4. Period of the agreement is from August 28, 2001 to December 31, 2001
5. Anticipated cost is \$ 35,000 (Fixed amount; Monthly rate; Not to exceed)
6. Remarks: _____
7. Appropriations are budgeted in 191100/026005 (Index#) 6610 (Subobject)

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

Appropriations are available and have been encumbered.

Contract No. 12575

Date 8/16/01

GARY A. KNUTSON, Auditor - Controller

By Adam J. Velazquez 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 8/17/01

Agreement approved as to form. Date _____

Distribution:

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

*To Orig. Dept. if rejected.

4DM - 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

By _____ Deputy Clerk

19