



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

December 13, 2001

Agenda: January 8, 2002

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

Repair and Upgrade of Watsonville Veterans Building Elevator

Dear Members of the Board:

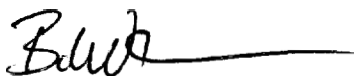
A safety assessment of the elevator in the Watsonville Veterans Memorial Building has revealed a number of serious deficiencies. The elevator has not been upgraded for many years and lacks basic safety and emergency communication equipment that is now standard equipment and which is required to comply with ADA regulations. The elevator currently has no emergency phone and lacks emergency lighting in the event of a power failure; the handrails in the elevator are mounted too high for ADA standards and pose a significant problem for users with certain limitations. In addition, the elevator door lacks a safety edge which automatically retracts the door in the event of contact with an individual. General Services is recommending that these repairs be performed on an emergency basis.

The Elevator Service Company is uniquely qualified to provide the necessary repairs and upgrades to ensure the safe operation of the elevator. This company is the current contract services provider for the maintenance and repair of elevators in County facilities and is an expert in ADA compliance issues. They have extensive experience in upgrading substandard elevators throughout California. They have inspected the Watsonville Veterans Memorial Building elevator and have made recommendations to improve safety and ADA accessibility. These recommendations include the installation of a new ADA compliant operating panel and **ADA** compliant hallway operating station, the installation of an emergency phone, emergency lighting and service cabinet, the installation of a door protection and retraction unit, ADA compliant handrails and braille jamb plates. The cost of the repairs and upgrades is estimated to be \$11,795. Funding for this project is available in the General Services Facilities Maintenance Budget, Index 191149/Q70003, Subobject 6610.

It is therefore it is **RECOMMENDED** that your Board approve an independent contractor agreement with The Elevator Service Company for the repair and upgrade of the Watsonville Veterans Memorial Building elevator located at 215 East Beach Street, Watsonville at a cost not to exceed \$11,795 and authorize the General Services Director to sign and implement this agreement.

Watsonville Veterans Memorial Building Elevator Upgrade
page 2

Sincerely,



Bob Watson
General Services Director

RECOMMENDED:



Susan A. Mauriello
County Administrative Officer

BW/PC

Attachments: Independent Contractor Agreement, ADM29

cc: Auditor Controller
General Services
County Counsel
The Elevator Service Company

P:\HOME\Gsd013\MyFiles\elelevator upgrade wats vets.wpd

Contract No. _____

INDEPENDENT CONTRACTOR AGREEMENT

THIS CONTRACT is entered into this 8th day of January, 2002, by and between the COUNTY OF SANTA CRUZ, hereinafter called COUNTY, and Elevator Service Company, hereinafter called CONTRACTOR. The parties agree as follows:

1. DUTIES. CONTRACTOR agrees to exercise special skill to accomplish the following results: to upgrade the elevator at Watsonville Veterans Memorial Building located at 215 W. Beach, Watsonville, 95076, to make the elevator ADA compliant per attached proposal dated 9-14-01. This proposal 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 \$11,795.00, processed for payment in full after project completion, receipt of invoice, and approval of project manager.

3. TERM. The term of this contract shall be: January 8, 2002 until project completion.

4. EARLY TERMINATION. Either party hereto may terminate this contract at any time by giving thirty (30) days written notice to the other party.

5. INDEMNIFICATION FOR DAMAGES, TAXES AND CONTRIBUTIONS. CONTRACTOR shall exonerate, indemnify, defend, and hold harmless COUNTY (which for the purpose of paragraphs 5 and 6 shall include, without limitation, its officers, agents, employees and volunteers) from and against:

A. Any and all claims, demands, losses, damages, defense costs, or liability of any kind or nature which COUNTY may sustain or incur or which may be imposed upon it for injury to or death of persons, or damage to property as a result of, arising out of, or in any manner connected with the CONTRACTOR'S performance under the terms of this Agreement, excepting any liability arising out of the sole negligence of the COUNTY. Such indemnification includes any damage to the person(s), or property(ies) of CONTRACTOR and third persons.

B. Any and all Federal, State and Local taxes, charges, fees, or contributions required to be paid with respect to CONTRACTOR and CONTRACTOR'S officers, employees and agents engaged in the performance of this Agreement (including, without limitation, unemployment insurance, social security and payroll tax withholding).

6. INSURANCE. CONTRACTOR, at its sole cost and expense, for the full term of this Agreement (and any extensions thereof), shall obtain and maintain at minimum compliance with all of the following insurance coverage(s) and requirements. Such insurance coverage shall be primary coverage as respects COUNTY and any insurance or self-insurance maintained by COUNTY shall be excess of CONTRACTOR'S insurance coverage and shall not contribute to it.

If CONTRACTOR utilizes one or more subcontractors in the performance of this Agreement, CONTRACTOR shall obtain and maintain Independent Contractor's Insurance as to each subcontractor

or otherwise provide evidence of insurance coverage from each subcontractor equivalent to that required of CONTRACTOR in this Agreement, unless CONTRACTOR and COUNTY both initial here ____/____.

A. Types of Insurance and Minimum Limits

(1) Worker's Compensation in the minimum statutorily required coverage amounts. This insurance coverage shall not be required if the CONTRACTOR has no employees and certifies to this fact by initialing here ____.

(2) Automobile Liability Insurance for each of CONTRACTOR'S vehicles used in the performance of this Agreement, including owned, non-owned (e.g. owned by CONTRACTOR'S employees), leased or hired vehicles, in the minimum amount of \$500,000 combined single limit per occurrence for bodily injury and property damage. This insurance coverage shall not be required if vehicle use by the CONTRACTOR is not a material part of performance of this Agreement and CONTRACTOR and COUNTY both certify to this fact by initialing here ____/____.

(3) Comprehensive or Commercial General Liability Insurance coverage in the minimum amount of \$1,000,000 combined single limit, including coverage for: (a) bodily injury, (b) personal injury, (c) broad form property damage, (d) contractual liability, and (e) cross-liability.

(4) Professional Liability Insurance in the minimum amount of \$____ combined single limit, if, and only if, this Subparagraph is initialed by CONTRACTOR and COUNTY

B. Other Insurance Provisions

(1) If any insurance coverage required in this Agreement is provided on a "Claims Made" rather than "Occurrence" form, CONTRACTOR agrees to maintain the required coverage for a period of three (3) years after the expiration of this Agreement (hereinafter "post agreement coverage") and any extensions thereof. CONTRACTOR may maintain the required post agreement coverage by renewal or purchase of prior acts or tail coverage. This provision is contingent upon post agreement coverage being both available and reasonably affordable in relation to the coverage provided during the term of this Agreement. For purposes of interpreting this requirement, a cost not exceeding 100% of the last annual policy premium during the term of this Agreement in order to purchase prior acts or tail coverage for post agreement coverage shall be deemed to be reasonable.

(2) All required Automobile and Comprehensive or Commercial General Liability Insurance shall be endorsed to contain the following clause:

"The County of Santa Cruz, its officials, employees, agents and volunteers are added as an additional insured as respects the operations and activities of, or on behalf of, the named insured performed under Agreement with the County of Santa Cruz."

(3) All required insurance policies shall be endorsed to contain the following clause:
"This insurance shall not be canceled until after thirty (30) days prior written notice has been given to:

**Santa Cruz County
General Services Department
Attn: 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:

**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 employees fifteen (15) or more employees, the following requirements shall apply:

(1) The CONTRACTOR shall, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, ancestry, physical or mental disability, medical condition (cancer related), marital status, sexual orientation, age (over 18), veteran status, gender, pregnancy, or any other non-merit factor unrelated to job duties. Such action shall include, but not be limited to, the following: recruitment; advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training (including apprenticeship), employment, upgrading, demotion, or transfer. In addition, the CONTRACTOR shall make a good faith effort to consider Minority/Women/Disabled Owned Business Enterprises in CONTRACTOR'S solicitation of goods and services, Definitions for Minority/Women/Disabled Business Enterprises are available from the COUNTY General Services Purchasing Division.

(2) The CONTRACTOR shall furnish COUNTY Affirmative Action Office information and reports in the prescribed reporting format (PER 4012) identifying the sex, race, physical or mental disability, and job classification of its employees and the names, dates and methods of advertisement and direct solicitation efforts made to subcontract with Minority/Women/Disabled Business Enterprises.

(3) In the event of the CONTRACTOR'S non-compliance with the non-discrimination clauses of this Agreement or with any of the said rules, regulations, or orders said CONTRACTOR may be declared ineligible for further agreements with the COUNTY.

(4) The CONTRACTOR shall cause the foregoing provisions of this Subparagraph **7B.** To be inserted in all subcontracts for any work covered under this Agreement by a subcontractor compensated more than \$50,000 and employing more than fifteen (15) employees, provided that the

foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

8. INDEPENDENT CONTRACTOR STATUS. CONTRACTOR and COUNTY have reviewed and considered the principal test and secondary factors below and agree that CONTRACTOR is an independent contractor and not an employee of COUNTY. CONTRACTOR is responsible for all insurance (workers compensation, unemployment, etc.) and all payroll related taxes. CONTRACTOR is not entitled to any employee benefits. COUNTY agrees that CONTRACTOR shall have the right to control the manner and means of accomplishing the result contracted for herein.

PRINCIPAL TEST: The CONTRACTOR rather than COUNTY has the right to control the manner and means of accomplishing the result contracted for.

SECONDARY FACTORS: (a) The extent of control which, by agreement, COUNTY may exercise over the details of the work is slight rather than substantial; (b) CONTRACTOR is engaged in a distinct occupation or business; (c) In the locality, the work to be done by CONTRACTOR is usually done by a specialist without supervision, rather than under the direction of an employer; (d) The skill required in the particular occupation is substantial rather than slight; (e) The CONTRACTOR rather than the COUNTY supplies the instrumentalities, tools and work place; (f) The length of time for which CONTRACTOR is engaged is of limited duration rather than indefinite; (g) The method of payment of CONTRACTOR is by the job rather than by the time; (h) The work is part of a special or permissive activity, program, or project, rather than part of the regular business of COUNTY; (i) CONTRACTOR and COUNTY believe they are creating an independent contractor relationship rather than an employer-employee relationship; and (j) The COUNTY conducts public business.

It is recognized that it is not necessary that all secondary factors support creation of an independent contractor relationship, but rather that overall there are significant secondary factors which indicate that CONTRACTOR is an independent contractor.

By their signatures to this Agreement, each of the undersigned certifies that it is his or her considered judgment that the CONTRACTOR engaged under this Agreement is in fact an independent contractor.

9. NONASSIGNMENT. CONTRACTOR shall not assign the Agreement without the prior written consent of the COUNTY.

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

11. RETENTION AND AUDIT OF RECORDS. CONTRACTOR shall retain records pertinent to this Agreement for a period of not less than five (5) years after final payment under this Agreement or until a final audit report is accepted by COUNTY, whichever occurs first. CONTRACTOR hereby agrees to be subject to the examination and audit by the Santa Cruz County Auditor-Controller, the Auditor General of the State of California, or the designee of either for a period of five (5) years after final payment under this Agreement.

12. PRESENTATION OF CLAIMS. Presentation and processing of any or all claims arising out of or related to this Agreement shall be made in accordance with the provisions contained in Chapter 1.05 of the Santa Cruz County Code, which by this reference is incorporated herein.

13. ATTACHMENTS. This Agreement includes the following attachments:

Attachment 1 – Proposal entitled, “ADA upgrade of elevator at 215 W. Beach”, dated 9-14-01

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

1. CONTRACTOR : Elevator Service Company

4. COUNTY OF SANTA CRUZ

By: _____

SIGNED

John Larwood

PRINTED

Address: 2636 S. Rodeo Gulch Road

Soquel, CA 95073

Telephone: 831-475-9181

Email: ej@elevsvcco.com

By: _____

SIGNED

PRINTED

2. APPROVED AS TO INSURANCE:

Janet McKinley 12-13-2001
Risk Management

3. APPROVED AS TO FORM:

Pamela Fyfe
County Counsel

DISTRIBUTION:

- General Services Department
- Auditor-Controller
- Risk Management
- Elevator Service Company

ESC**ELEVATOR SERVICE COMPANY, INC.****Contractors Lic. #390181**

2636 SOUTHERN RODEO GULCH ROAD

SOQUEL, CALIFORNIA 95073

(800) 280-9181 FAX (831) 462-4028

PROPOSAL

To: County of Santa Cruz
 General Services
 701 Ocean St. Room 300
 Santa Cruz, CA 95060

Attn: Dale Bisby

PHONE (831) 454 - 4613	DATE 9/14/01
JOB NAME/LOCATION 215 W. Beach State ID# 49251 Watsonville, CA 95076	
JOB NUMBER 2300	JOB PHONE Fax (831) 454 - 4708

Elevator Service Company, Inc. proposes to furnish all labor and materials to **perform** the following work ~~at~~ the above referenced location:

ADA upgrade including the following:**Section I Cab Fixtures:**

- 9 Install new Adams Survivor ADA compliant Car Operating Panel (includes ADA compliant Phone, Emergency Light Unit, and Service Cabinet).
- 9 Install 1 (one) Adams Survivor ADA compliant Multi-light Position Indicator.
- 9 Install 2 (~~two~~) Adams Survivor ADA compliant Hall Direction Lanterns.
See Attachment A
- Install 1 (one) new ADA compliant Hand Rail (1½" round, stainless steel, # 4 finish) on the back wall of elevator cab at a 32" above finish floor (includes removal of existing hand rail + covering existing mounting holes).

Section II Door Protection

- 9 Install 1 (one) TL Jones Door Protection (includes removal of existing Safety Edge assy.).
See Attachment B

Section III Hall Fixtures:

- 9 Install 2 (~~two~~) new Adams Survivor ADA compliant surface mount Hall Stations.
See Attachment C
- 9 Install 4 (**four**) Jamb Braille Plates.
See Attachment D

NOTES: a) Removal and disposal of existing equipment (to be upgraded) included in pricing.

b) Any necessary circuit changes to existing controller included in pricing.

b) All patching, painting, wallpapering, etc ... of walls to be done by others.

We Propose hereby to furnish material and labor—complete in accordance with the above specifications for the sum of:

Eleven Thousand Seven Hundred Ninety five Dollars and 00/100 Cents \$1, 795.00

Payment to be made as follows:

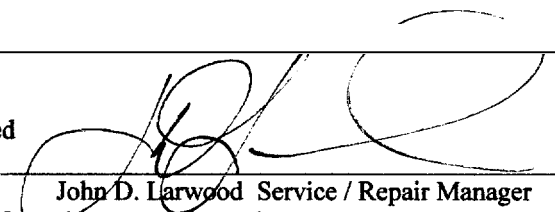
Upon Completion of Our Work

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 specifications 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, anti other necessary insurance. ~~Our~~ workers are fully covered by Worker's Compensation insurance.

Acceptance of Proposal – The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to the work as specified. Payment will be made as outlined above.

Date of Acceptance: _____

Authorized
Signature _____


John D. Larwood Service / Repair Manager

Note: this proposal may be
withdrawn by us if not
accepted within

60 days.

Signature _____

Signature _____

COUNTY OF SANTA CRUZ
REQUEST FOR APPROVAL OF AGREEMENT

0106

TO: Board of Supervisors
County Administrative Office
Auditor Controller

FROM: General Services (Department)
BY: [Signature] (Signature) 12-19-01 (Date)
Signature certifies that appropriations/revenues are available

AGREEMENT TYPE (Check One)

Expenditure Agreement ☒

Revenue Agreement ☐

The Board of Supervisors is hereby requested to approve the attached agreement and authorize the execution of same.

1. Said agreement is between the General Services Department (Department/Agency)
and The Elevator Service Company, 2636 S. Rodeo Gulch Rd., Soquel, CA 95073 (Name/Address)

2. The agreement will provide repair and upgrade of the Watsonville Veterans Memorial Building
elevator located at 215 E. Beach St., Watsonville, CA 95076

3. Period of the agreement is from January 8, 2002 to project completion

4. Anticipated Cost is \$ 11,795 ☐ Fixed ☐ Monthly Rate ☐ Annual Rate ☒ Not to Exceed

Remarks: _____

5. Detail: ☐ On Continuing Agreements List for FY _____ Page CC-_____ Contract No: _____ OR ☐ 1st Time Agreement
☐ Section II No Board letter required, will be listed under Item 8
☒ Section III Board letter required
☐ Section IV Revenue Agreement

6. Appropriations/Revenues are available and are budgeted in 191149/Q70003 (Index) 6610 (Sub object)

NOTE: IF APPROPRIATIONS ARE INSUFFICIENT, ATTACHED COMPLETED AUD-74 OR AUD-60

Appropriations are available and will be encumbered.
are not

Contract NO: 12669
By: Adm J. Velaz Date: 12/19/01
Auditor-Controller Deputy

Proposal and accounting detail reviewed and approved. It is recommended that the Board of Supervisors approve the agreement and authorize
_____ (Dept/Agency Head) to execute on behalf of the _____

_____ (Department/Agency)

Date: _____ By: _____
County Administrative Office

Disbubition:

Board of Supervisors - White
Auditor Controller - Canary
Auditor-Controller - Pink
Department - Gold

State of California
County of Santa Cruz

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 ap-
proved by said Board of Supervisors as recommended by the County Administrative Office by an
order duly entered in the minutes of said Board on _____ 20____

ADM - 29 (8/01)
Title I, Section 300 Proc Man

By: Deputy Clerk

AUDITOR-CONTROLLER USE ONLY

CO	\$	JE Amount	Lines	H/T/L	Keyed By	Date
Document No.						
TC110	\$					
Auditor Description		Amount		Index	Sub object	User Code

021