



THOMAS L. BOLICH  
DIRECTOR OF PUBLIC WORKS

# County of Santa Cruz

0383

## DEPARTMENT OF PUBLIC WORKS

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

### AGENDA: JUNE 18,2002

June 6,2002

#### SANTA CRUZ COUNTY BOARD OF SUPERVISORS

701 Ocean Street  
Santa Cruz, California 95060

SUBJECT: 2002/2003 PAVEMENT MANAGEMENT CHIP SEAL PROJECT

Members of the Board:

As part of this year's Pavement Management Program, we are proposing to chip seal more than 32 miles of County-maintained roads. Preparatory repair work through digouts to these roads was completed earlier this spring by contract as approved by your Board on October 2, 2001. This chip seal project is scheduled to begin on July 8, 2002, and will be completed by the Public Works road maintenance crew.

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

Ray Dulany Trucking submitted the only bid for chip seal rock delivery. Five bids were received for the asphaltic emulsion and the associated labor spreading costs, of which VSS Emultech was the low bidder. Sufficient funds for both these contracts are included in the approved 2001/02 Road Budget.

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

1. Approve the attached independent contractor agreement with Ray Dulany Trucking for chip seal rock delivery in the amount of \$33,082.25 not including contingencies and administration costs.

2. Approve the attached independent contractor agreement with VSS Emultech for labor standby costs associated with the placement of asphalt emulsion in the amount of \$35,000.00, not including contingencies and administration costs.
3. Authorize the Director of Public Works to sign the agreements on behalf of the County.

Yours truly,



THOMAS L. BOLICH  
Director of Public Works

JES:abc

Attachments

RECOMMENDED FOR APPROVAL:



County Administrative Officer

copy to:     Public Works  
                 Ray Dulany Trucking  
                 VSS Ernultech

PAVMAG.DOC

INDEPENDENT CONTRACTOR AGREEMENT

THIS CONTRACT is entered into this 6 day of June 2002, by and between the COUNTY OF SANTA CRUZ, hereinafter called COUNTY, and RAY DULANY TRUCKING, hereinafter called CONTRACTOR. The parties agree as follows:

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

2. COMPENSATION. In consideration for CONTRACTOR accomplishing said result, COUNTY agrees to pay CONTRACTOR as follows: IN ACCORDANCE WITH ATTACHMENT "A", NOT TO EXCEED \$33,082.25.

3. TERM. The term of this contract shall be: FROM APPROVAL UNTIL JULY 31, 2002,

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

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

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

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

6. INSURANCE. CONTRACTOR, at its sole cost and expense, for the full term of this Agreement (and any extensions thereof), shall obtain and maintain at 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 \_\_\_\_\_/\_\_\_\_\_

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

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

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

(4) Professional Liability Insurance in the minimum amount of \$1,000,000.00 combined single limit, if, and only if, this Subparagraph is initialed by CONTRACTOR and COUNTY \_\_\_\_/\_\_\_\_.

B. Other Insurance Provisions

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

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

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

(3) All required insurance policies shall be endorsed to contain the following clause:

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

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

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

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

7. EOUAL EMPLOYMENT OPPORTUNITY. During and in relation to the performance of this Agreement, CONTRACTOR agrees as follows:

A. The CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, color, religion, national origin, ancestry, physical or mental disability, medical condition (cancer related), marital status, pregnancy, sex, sexual orientation, age (over 18), veteran status or any other non-merit factor unrelated to job duties. Such action shall include, but not be limited to the following: recruitment; advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training (including apprenticeship), employment, upgrading, demotion, transfer. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notice setting forth the provisions of this non-discrimination clause.

B. If this Agreement provides compensation in excess of \$50,000 to CONTRACTOR and if CONTRACTOR employs fifteen (15) or more employees, the following requirements shall apply:

(1) The CONTRACTOR shall, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, ancestry, physical or mental disability, medical condition (cancer related), marital status, pregnancy, sex, sexual orientation, age (over 18), veteran status, or any other non-merit factor unrelated to job duties. In addition, the CONTRACTOR shall make a good faith effort to consider Minority/Women/Disabled Owned Business Enterprises in CONTRACTOR's solicitation of goods and services. Definitions for Minority/Women/Disabled Business Enterprises are available from the COUNTY General Services Purchasing Division.

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

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

(4) The CONTRACTOR shall cause the foregoing provisions of this Subparagraph 7B. to be inserted in all subcontracts for any work covered under this Agreement by a subcontractor compensated more than \$50,000 and employing more than fifteen (15) employees,' provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

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

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

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

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

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

9. CONTRACTOR represents that its operations are in compliance with applicable County planning, environmental and other laws or regulations.

10. CONTRACTOR is responsible to pay prevailing wages and maintain records as required by Labor Code Section 1770 and following.

11. NONASSIGNMENT. CONTRACTOR shall not assign this agreement without the prior written consent of the COUNTY.

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

designee of either for a period of five (5) years after final payment under this Agreement.

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

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

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

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

COUNTY OF SANTA CRUZ

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

CONTRACTOR

RAY DULANY TRUCKING

By: *Dulane Castello*

Address: P.O. BOX 1749  
APTOS. CA 95001

APPROVED AS TO FORM:

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

Telephone: (831) 768-9799  
FAX: (831) 768-0945  
E-MAIL \_\_\_\_\_

JES:abc

DISTRIBUTION: Auditor-Controller  
Contractor  
Public Works

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

**TRUCKING SERVICE RATES FOR RAY DULANY TRUCKING  
TO DELIVER SCREENINGS FROM AROMAS QUARRY.**

1. Roy Wilson Yard	1325 (tons) x \$3.53	=	\$4,637.50
2. West Bel Mar Drive	900 (tons) x \$4.12	=	\$3,708.00
3. San Andreas Road at Byers Lane	275 (tons) x \$4.41	=	\$1,212.75
4. Brommer Yard	550 (tons) x \$6.49	=	\$3,569.50
5. Empire Grade at 1/10	700 (tons) x \$7.42	=	\$5,194.00
6. Ridge Drive at West Park Avenue off Hwy 236	375 (tons) x \$10.30	=	\$3,862.50
7. Branciforte Drive	500 (tons) x \$7.00,	=	\$3,500.00
8. Felton Yard	200 (tons) x \$8.49	=	\$1,698.00
9. Mt. Charlie Road at Riva Ridge	475 (tons) x \$12.00	=	<u>\$5,700.00</u>
TOTAL: \$33,082.25			

Rates for Items 1-6 are from County RFP #00S2-018.



**COUNTY OF SANTA CRUZ**  
**REQUEST FOR APPROVAL OF AGREEMENT**

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TO: **Board of Supervisors**  
County Administrative Office  
Auditor Controller

FROM: PUBLIC WORKS (Department)

BY: [Signature] (Signature) 6/6/02 (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 COUNTY OF SANTA CRUZ (Department/Agency)

and RAY DULANY TRUCKING, P.O. BOX 1749, APTOS, CA 95001 (Name/Address)

2. The agreement will provide FOR THE DELIVERY OF CHIP ROCK SCREENING TO VARIOUS LOCATIONS.

3. Period of the agreement is from BOARD APPROVAL to JUNE 30, 2002

4. Anticipated Cost is \$ 33,082.25 ☐ Fixed ☐ Monthly Rate ☐ Annual Rate ☐ Not to Exceed

Remarks: CONTRACT \$33,082.25; 5% CONTINGENCY \$1,654.11; OVERHEAD 7% \$2431.55; TOTAL \$37,167.91

5. Detail: ☐ On Continuing Agreements List for FY        -        . Page CC-        Contract No:        OR ☐ 1<sup>st</sup> 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 191900! 64015! 3596! (Index) 6610 (Sub object)

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

Appropriations are available and will be encumbered.

Contract No: 12800

By: [Signature]  
Auditor Controller Deputy

Date: 6/10/02

Proposal and accounting detail reviewed and approved. It is recommended that the Board of Supervisors approve the agreement and authorize

DIRECTOR OF PUBLIC WORKS (Dept/Agency Head) to execute on behalf of the PUBLIC WORKS DEPARTMENT

       (Department/Agency)

Date: 6/10/02

By: [Signature]  
County Administrative Office

JES: abc

Distribution:

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	\$	Document No.	JE Amount	Lines	H/TL	Keyed By	Date
TC: 10				8			
				Auditor Description	Amount	Index	Sub object
							User Code

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## INDEPENDENT CONTRACTOR AGREEMENT

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THIS CONTRACT is entered into this \_\_\_\_ day of \_\_\_\_\_ 2002, by and between the COUNTY OF SANTA CRUZ, hereinafter called COUNTY, and VSS EMULTECH, hereinafter called CONTRACTOR. The parties agree as follows:

1. DUTIES. CONTRACTOR agrees to exercise special skill to accomplish the following result: SPREADING AND UNLOADING OF ASPHALTIC EMULSION.

2. COMPENSATION. In consideration for CONTRACTOR accomplishing said result, COUNTY agrees to pay CONTRACTOR as follows: \$125.00 PER HOUR PER PROPOSAL, ATTACHMENT "A", NOT TO EXCEED \$35,000.00.

3. TERM. The term of this contract shall be: FROM APPROVAL UNTIL JULY 31, 2002.

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

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

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

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

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

If CONTRACTOR utilizes one or more subcontractors in the performance of this Agreement, CONTRACTOR shall obtain and maintain Independent Contractor's Insurance as to each subcontractor or otherwise provide evidence of insurance coverage for each subcontractor equivalent to that required of CONTRACTOR in this Agreement, unless CONTRACTOR and COUNTY both initial here \_\_\_\_\_ / \_\_\_\_\_

A. Types of Insurance and Minimum Limits

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

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

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

(4) Professional Liability Insurance in the minimum amount of \$1,000,000.00 combined single limit, if, and only if, this Subparagraph is initialed by CONTRACTOR and COUNTY \_\_\_\_/\_\_\_\_.

**B. Other Insurance Provisions**

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

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

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

(3) All required insurance policies shall be endorsed to contain the following clause:

"This insurance shall not be canceled until after thirty (30) days prior written notice has been given to:  
JOHN SWENSON  
DEPARTMENT OF PUBLIC WORKS  
701 OCEAN STREET, ROOM 4 10  
SANTA CRUZ, CA 95060"

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

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

7. EQUAL EMPLOYMENT OPPORTUNITY. During and in relation to the performance of this Agreement, CONTRACTOR agrees as follows:

A. The CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, color, religion, national origin, ancestry, physical or mental disability, medical condition (cancer related), marital status, pregnancy, sex, sexual orientation, age (over 18), veteran status or any other non-merit factor unrelated to job duties. Such action shall include, but not be limited to the following: recruitment; advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training (including apprenticeship), employment, upgrading, demotion, transfer. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notice setting forth the provisions of this non-discrimination clause.

B. If this Agreement provides compensation in excess of \$50,000 to CONTRACTOR and if CONTRACTOR employs fifteen (15) or more employees, the following requirements shall apply:

(1) The CONTRACTOR shall, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, ancestry, physical or mental disability, medical condition (cancer related), marital status, pregnancy, sex, sexual orientation, age (over 18), veteran status, or any other non-merit factor unrelated to job duties. In addition, the CONTRACTOR shall make a good faith effort to consider Minority/Women/Disabled Owned Business Enterprises in CONTRACTORs solicitation of goods and services. Definitions for Minority/Women/Disabled Business Enterprises are available from the COUNTY General Services Purchasing Division.

(2) The CONTRACTOR shall furnish COUNTY Equal Employment Opportunity Office information and reports in the prescribed reporting format (PER 40 12) 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.

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

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

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

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

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

9. CONTRACTOR represents that its operations are in compliance with applicable County planning, environmental and other laws or regulations.

10. CONTRACTOR is responsible to pay prevailing wages and maintain records as required by Labor Code Section 1770 and following.

11. NONASSIGNMENT. CONTRACTOR shall not assign this agreement without the prior written consent of the COUNTY.

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

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California, or the designee of either for a period of five (5) years after final payment under this Agreement.

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

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


15. ATTACHMENTS. This Agreement includes the following attachments:  
ATTACHMENT "A", OFFICIAL PROPOSAL SHEET.

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

COUNTY OF SANTA CRUZ

CONTRACTOR  
VSS EMULTECH

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

By: 

Address: 3785 CHANNEL DRIVE  
WEST SACRAMENTO, CA 95691

APPROVED AS TO FORM:

Telephone: (916) 371-8480  
FAX: (916) 371-2457  
E-MAIL: \_\_\_\_\_

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

JES:abc

DISTRIBUTION: Auditor-Controller  
Contractor  
Public Works

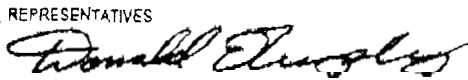
<b>ACORD</b>		<b>CERTIFICATE OF LIABILITY INSURANCE</b>		OP ID SS BASIC-2	DATE (MM/DD/YY) 06/05/02
PRODUCER Giddings, Corby, Hynes, Inc. PO Box 3231 Modesto CA 95354 Phone: 209-526-3110 Fax: 209-550-3796		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.			
INSURED Valley Slurry Seal Company dba VSS Emultech P.O. Box 1620 West Sacramento CA 95691		INSURERS AFFORDING COVERAGE			
		INSURER A: Zurich-American			
		INSURER B: Westchest Surplus Lines Ins Co			
		INSURER C: Pacific Insurance Co. LTD			
		INSURER D:			
		INSURER E:			

## COVERAGES

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

TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
<b>A</b> <input checked="" type="checkbox"/> GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Owner/Cont. Prot. GEN. AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO. <input type="checkbox"/> LOC.	GL0832176706	03/31/02	03/31/03	EACH OCCURRENCE \$ 1000000 FIRE DAMAGE (Any one fire) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 1000000 GENERAL AGGREGATE \$ 2000000 PRODUCTS - COMPOF AGG \$ 2000000
<b>A</b> <input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	BAP832176606	03/31/02	03/31/03	COMBINED SINGLE LIMIT (Ea accident) \$ 1000000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: CA AGG \$ AGG \$
<b>A</b> <input checked="" type="checkbox"/> EXCESS LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$	CC832176806	03/31/02	03/31/03	EACH OCCURRENCE \$ 5000000 AGGREGATE \$ 5000000 \$ \$ \$
<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> PERMISSIVELY SELF INSURED				WC STAT. TORY LIMITS \$ OTHER \$ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
<b>OTHER</b> <b>B</b> Contractors Equip. <b>C</b> Property	CF120491474 ZG0017765	03/31/02 03/31/02	03/31/03 03/31/03	Equipment \$9,751,242 Property \$13,914,500

DESCRIPTION OF OPERATIONS/LOCATION/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT SPECIAL PROVISIONS

CERTIFICATE HOLDER	<input checked="" type="checkbox"/> ADDITIONAL INSURED, INSURER LETTER:	CANCELLATION
COSANCH		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES
county of santa Cruz 701 Ocean Street Ste. 330 Santa Cruz CA 95060		

ACORD 25-S (7/97)

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# COUNTY OF SANTA CRUZ

## General Services Department Purchasing Division

701 OCEAN ~~STREET~~, SUITE 330, SANTA CRUZ, CA 95060-4073  
(831) 454-2210 FAX: (831) 454-2710 TDD: (831) 454-2123

### REQUEST FOR PROPOSAL. THIS IS NOT AN ORDER.

April 26, 2002

Proposal No. 01S2-019

Submit proposal to: Purchasing Division  
County of Santa Cruz  
701 Ocean ~~St~~, Room 330  
Santa Cruz, CA 95060

PROPOSAL MUST **BE RECEIVED BY:** Thursday, May 30, 2002, 2:00 p.m.  
Direct inquiries to: Phil Santaluce, Senior Buyer (831) 154-2723

READ ATTACHED INSTRUCTIONS AND CONDITIONS BEFORE QUOTING.  
RETURN PROPOSAL IN ENCLOSED ADDRESSED ENVELOPE, SEALED.

#### SECTION I: INVITATION FOR PROPOSALS

The County of Santa Cruz invites sealed proposals ~~from~~ fully licensed and insured manufacturers or distributors of road and highway building materials for furnishing Asphaltic Emulsion for use by the Santa Cruz County Public Works Department

All proposals ~~shall~~ be in accordance with minimum specifications, instructions and conditions contained in or attached to this request. All proposals must be on forms provided and signed by an authorized company representative. Sealed proposals will be received at the Office of the Purchasing Agent, 701 Ocean Street, Room 330, Santa Cruz, CA 95060-4073 until Thursday, May 30, 2002, 2:00 P.M. and at that time publicly opened.

The County of Santa Cruz reserves the right to reject any and/or all offers, to waive any informality or irregularity in any offer, and reserves the right to make any award on an item basis, as a group, or as determined most advantageous to the County, price and other factors considered.

All questions or clarifications pertaining to equipment requirements or suit ability shall be directed to:

Bill Dunlap, Public Works Department, 831-177-3918, or

John Swenson, Public **Works** Department, 831-151-2802.



Note! ALL proposals and supporting information shall be submitted in duplicate.

## **SECTION II: GENERAL INSTRUCTIONS AND CONDITIONS**

### **A. Preparation of Proposals.**

1. Proposers are expected to examine **all** specifications, instructions and conditions contained in **this** request, and **furnish** all information required. Failure to do so will be at the proposer's **risk**.
2. **All** questions, clarifications, pertaining to equipment, specifications and suitability shall be directed to:  
**Bill Dunlap, Public Works Department, 831-477-3918, or**  
**John Swenson, Public Works Department, 831-454-2802.**
3. **Oral** communications of County Officers or employees concerning this request shall not be binding **on** the County, and shall in no way excuse the proposer of their obligations **as** set forth in the written request
4. Request for clarifications or modifications to **this** request must be received in writing by the Purchasing Division, at least ten days prior to the **time** set for proposal opening, to allow for publishing of any addendum determined by the County to be necessary.
5. It is the proposer's responsibility to check all figures in their proposal carefully, and to be familiar with any installation requirements, proposal specifications and conditions, and they shall not, after submission of proposal, dispute or complain of such installation requirements, proposal specifications or conditions.

**B. Withdrawal of Proposals.** A proposal may be withdrawn by written or telegraphic notice prior to the time set for proposal opening. No proposer may withdraw their proposal for a period of sixty (60) days after the opening thereof; prices shall remain **firm** during that period.

**C. Evaluation of Proposals.** All proposals will be evaluated by the County for responsiveness, completeness, accuracy, suitability, and quality. The **Public Works Department** will be the sole judge **as** to technical acceptability of any equipment offered. During the proposal evaluation, the County may desire the presence or availability of a proposer's representative to answer specific questions orally, or in writing. Proposers shall furnish, with their proposal, **hvo** (2) copies of catalogues or Proposers **shall furnish**, with their proposal, two (2) copies of catalogues or brochures with 'detailed printed specifications for any equipment offered. The County may require on-site demonstrations of any equipment offered. Any such demonstration will be at no charge to the County.

Catalogues and brochures furnished with alternate offers must be accompanied by technical data. (**Any** questions concerning design construction or suitability must be directed to the representative of using department or agency - Ref. Section I, bottom of front page). Prospective vendors offering alternate items shall accompany their offer with

references, including phone numbers of buyers of similar equipment sold by them, which **has** been in service for a reasonable period prior to the deadline for submittal of proposals.

\* It is the policy of the County to encourage the use of products containing the maximum amount of recycled materials, where the quality **and** fitness of such products is equal to those containing no recycled materials or a lesser amount, where the total cost is no greater. In addition to this preference for products containing recycled materials, a preference is given equal to approximately 10% of the low bid or price quoted by suppliers offering products not containing recycled materials.

A "product containing recycled materials" shall mean with respect to a paper product, a "recycled paper product" as that term is defined in Section 12301(c) of the Public Contract Code, and *shall* mean, with **respect** to other products, a "recycled product," *such as*, but not limited to, plastic, motor oil, paint, pavement, insulation, tires, etc., as that term is defined in Section 12301(d) of the Public Contract Code.

To the extent ~~that~~ the Public Contract Code or other provisions of State law provide for purchasing preferences which are more extensive ~~than~~ those established herein, or for additional procedures to increase the use of recycled materials, the provisions of State law *shall* prevail.

**D. Award of Contract.** Any award ~~will~~ be made or proposals rejected by the County **as soon as possible** after proposal opening.

**E. Delivery.** It is the County's desire to have the subject of this request for proposal start **by** July 1, 2002. Prospective vendors/contractors *shall* state, as part of their proposal, their ability to provide product and services at this *start* date.

**F. Payment.** The vendor/contractor will be paid the amount due them, in accordance with the provisions of this Request for Proposal, upon completion and acceptance by the County, of **all** work, materials and equipment and submission of proper invoices to the County.

In addition to any other rights of the County, should the vendor/contractor fail to complete delivery within the time schedule promised or any extension granted **by** the County and they are not declared by the County to be in default, the County will charge the Contractor a penalty of 1/4 of 1 per cent of the total order/contract amount for each calendar day beyond the agreed completion date. Any penalty charge will be deducted from the Contractor's bill or billed to the Contractor if the award resulted in a net sale of salvage. No penalty will be assessed for delays determined by the County to be beyond the Contractor's control.

**G. Collusive or Sham Proposals.** No person, **firm** or corporation shall make or file or be interested in more ~~than~~ one proposal for the same work, except so far as alternate proposals may be called for, nor shall any person. **firm** or corporation submit a collusive or sham proposal, per se. directly or indirectly, to induce any other vendor to submit

such a proposal? or to refrain from quoting, or seek in any way to **fix** the proposal or any portion of the proposal price, in order to secure an advantage against the owner or any person interested in a proposed contract. However, a person, firm or corporation submitting a sub-proposal to a vendor or quoting prices on materials for a vendor is not, hereby, disqualified from submitting sub-proposals or quoting prices to other vendors.

**H.** The County encourages responses to requests from certified minority, women and disabled-owned suppliers and contractors. Furthermore, the County encourages the good faith effort by contractors, suppliers and vendors in their performance as County contractors, to subcontract and procure from small minority, disabled and women contractors, suppliers and vendors. Prospective suppliers shall agree to adhere to an affirmative program as required by law.

**L** All terms, or portions thereof, listed in the ~~County's~~ Standard Instruction and Conditions, (a copy of which is attached as part of this Request), not otherwise covered in this Request, will be considered a part of any award made, subject hereto.

**J.** The contractor shall not provide any items in performance of this contract and/or purchase order which are tropical hardwoods or tropical wood products. The ~~County~~ of Santa ~~Cruz~~ urges all companies not to import, purchase, obtain, or use for any purpose, any tropical hardwood or tropical wood product. ~~As~~ used in this Section, "tropical hardwood" means any and ~~all~~ hardwood, scientifically classified as angiosperm, that grows in any tropical rainforest. "Tropical rainforests" means any and ~~all~~ forests classified by the scientific term "tropical moist forests", the classification determined by the equatorial region of the forest and average rainfall.

In the event any bidder or contractor fails to comply in good faith with any of the provisions of this section, the bidder or contractor shall be liable for liquidated damages in an amount equal to the bidder's or contractor's net profit under the contract, or **5** percent of the total amount of the contract dollars, whichever is greater.

The provisions of this section shall not apply where the purchasing officer finds that:

(1) No person or entity doing business in the State is capable of performing the contract using acceptable nontropical hard equivalents.

(2) The inclusion or application of the provisions will violate or be inconsistent with the terms or conditions of a ~~grant~~, subvention, or contract with the terms or conditions of a ~~grant~~, subvention, or contract with an agency of the United States or the State of California, or the instructions of an authorized representative of any agency with respect to any grant, subvention, or contract.

(3) The use of tropical woods is deemed necessary for the purpose of historical restoration **and** there exists no available acceptable nontropical wood equivalent. Any bid, proposal, or other response to solicitation for bid or proposal which proposes or calls for use of any tropical hardwood or tropical wood product in performance of the contract shall be deemed non-responsive.

### SECTION III: SPECIAL INSTRUCTIONS, CONDITIONS AND REQUIREMENTS

**A.** Brand names, model designations and descriptions. Technical equipment specifications contained in this request have been provided by using department(s)/agencies. Any brand names, model designations or descriptions that may appear in this request are solely for prospective vendor's reference, and are used only as an indication of the general type and quality of equipment considered acceptable. Equipment and features listed herein are known to meet the performance and quality needs of user and **are** intended **as** a guide to prospective offerers. Offers on equipment of comparable quality and performance capabilities will receive consideration, providing they meet the technical approval of Santa **Cruz** County requesting department(s)/agencies and conform to conditions of this request concerning exceptions, variances and/or deviations.

**B.** Exceptions **and/or** deviations. Proposer's failure to comply **with all** requirements, instructions and conditions of the Request for Proposal and this specification **may** subject their proposal to rejection. No exceptions to or deviations from this specification **will** be considered, unless each exception or deviation is specifically stated by the proposer as an exception on the request form, and accompanied by a detailed statement completely defining the exception **and/or** deviation. The manufacturer's name, product name or trade name, and catalog or part number must be shown on the proposal in the designated places; however, that information is not sufficient evidence that the proposer is making an exception. If no exception or deviation is shown the proposer will be required to **furnish** the equipment exactly as specified herein. The burden of proof of compliance with this specification will be the responsibility of the proposer. The County reserves the right to reject, **as** unresponsive, any offer not containing all information requested by the *County*.

**C.** The items shall be supplied **with** all equipment and accessories indicated **as** standard equipment in the manufacturer's published literature. Optional equipment **as** necessary to meet the specification requirements of this request shall also be included.

**D.** All items furnished under these specifications shall be guaranteed against defective parts and workmanship. The manufacturer's standard warranty will apply unless otherwise is required herein. Standard and optional warranty period coverages shall be stated for products offered and copies of Standard and Optional Warranties shall accompany proposals.

**E.** All items are to be offered **F.O.B** Destination to Santa Cruz County, California, ready for use. Specific locations will be stated on the order(s) issued. Except where lump **sum** prices are requested, applicable California Sales Tax of 8.00% shall be omitted from prices offered and stated as a separate item

#### SECTION IV: MATERIAL SPECIFICATIONS AND WORK REQUIREMENTS (SPECIAL PROVISIONS)

A. Successful BIDDER shall deliver and spread approximately 520 tons of PMCRS-2H Asphaltic Emulsion and 56 tons of CQS-1H Asphaltic Emulsion for Fog Seal ~~as~~ directed by the County Public Works Dept., Roads Superintendent. Supply, delivery, and application of emulsion shall be in accordance with all applicable provisions of the State of California Department of Transportation Standard Specifications (Sections 93 and 94 for PMCRS-2H Asphaltic Emulsion, and Section 37 for CQS-1H Asphaltic Emulsion for Fog Seal). Samples will be taken ~~from~~ trucks and tested for compliance with applicable sections of the Standard Specifications. In case of conflict between the Standard Specifications and these Special Provisions, the Special Provisions shall take precedence over and be used in lieu of such conflicting portions. See attachment A for specifications for Chip Retention Oil. PASS ~~oil~~ must be manufactured in accordance with United States patents #5, #180, and #428, and meet for specifications per attachment B.

B. The average loads per day will be two full trucks and two full trailers of Asphaltic Emulsion (48 – 50 tons). Fog Seal, Chip Retention Oil, and PASS ~~oil~~ will be ordered on an ~~as~~ needed basis.

C. The vendor agrees to use only qualified, experienced, and competent operators for the spreading operation **AND FURTHER AGREES TO USE ONLY EQUIPMENT HAVING CAB CONTROLLED SIDE SHIFT AND CUT OFF SWITCHES. NO EXCEPTIONS TO THIS CONDITION WILL BE PERMITTED.** Vendor distributor trucks must be capable of spreading in one-foot increments up to and including 16 feet in width. If vendor sends a spread operator who is not experienced or competent, the County will reject the entire shipment and have cause to cancel any agreement established as a result of this request for proposal. The County will not pay any time or material charges on shipments that have been rejected.

D. The Vendor will guarantee delivery upon 12 hours notice by telephone call ~~from~~ the County Department of Public Works.

E. The Vendor agrees to pay a penalty of \$800.00 per hour for each and every hour or fraction of an hour delay in scheduled delivery time, or down time due to equipment failure, at the destination point.

F. It is the intention of the County of Santa Cruz to begin Seal-coat operations on **July 1, 2002, and complete ~~oil~~ emulsion application by September 30, 2002**

G. All materials will be bid FOB Destination, sales ~~tax~~ and freight included, and ready for delivery anywhere in the County.

H. Vendor shall provide with each truck a certificate of compliance, ~~as~~ outlined in Section 6-1.07 of the Standard Specifications, "Certificate of Compliance". Certificate of Compliance shall be signed by the manufacturer and clearly identify the material lot. Vendor shall submit test results indicating compliance with the Standard Specifications. Tests shall clearly identify the lot.

## **SECTION V: SANTA CRUZ COUNTY STANDARD INSTRUCTIONS AND CONDITIONS**

### **A. PREPARATION OF QUOTATIONS/PROPOSALS.**

1. Brand names and numbers, when provided in Request for Quotations are for reference. Offers on equal items will be considered, provided the offer clearly describes the article offered and it is equal on quality and utility.

2. State brand or make on each item. If quoting on other than the make, model, or brand specified in the Request for Quotations, the manufacturer's name and catalog number must be given, and descriptive cut and information attached to the quotation.

3. Quote on each item separately. Prices should be stated in units specified in Request for Quotations.

4. Time of delivery is part of the offer and must be adhered to. If it is impossible to meet delivery specified in Request for Quotations, prospective vendor shall state best delivery possible for each item. Time, if stated as a number of days, shall mean "calendar" days.

5. All quotations must be signed with the ~~firm~~ name and by a responsible officer or employee. Obligations assumed by such signature must be fulfilled.

### **B. SUBMISSION OF QUOTATIONS/PROPOSALS.**

1. Each offer must be submitted on this form in a sealed envelope with the County assigned number, closing date, and time on the outside.

2. Offers and modifications or corrections thereof received after the closing time specified will not be considered.

**C. FAILURE TO SUBMIT AN OFFER.** If you do not quote, return the first page and state the reason thereon. Otherwise your company may be removed from our mailing list.

### **D. TAXES, CHARGES AND EXTRAS.**

1. Unless otherwise definitely specified, the prices quoted herein do not include Sales, Use or other taxes. Phrases on any offer reading "Full Contract Price" or "Lump Sum Price" shall require prospective vendor to include such taxes, as may be valid and applicable, in the offered price. No additional tax charges shall be allowable when these phrases are used.

2. No charge for delivery; drayage, express, parcel post, packing, cartage, insurance, license fees, permits, cost of bonds, or for any other purpose, except taxes legally payable by the County, will be paid by the County unless expressly included and itemized in the offer.

3. The County does not pay Federal Excise Taxes. Do not include these taxes in your price; but do indicate the amount of any such tax. The County will furnish an exemption certificate in lieu of such tax.

#### **E. AWARD.**

1. Unless the prospective vendor specifies otherwise in his offer, or the Request for Quotation states otherwise, the County may accept any item or group of items of any offer.

2. The County reserves the right to reject any or all offers and to waive informalities and minor irregularities in offers received.

3. A written Purchase Order mailed, or otherwise furnished, to the successful vendor within the time for acceptance specified results in a binding contract without further action by either party. The contract shall be interpreted, construed and given effect in all respects according to the laws of the State of California.

**F. ALTERATION OR VARIATION OF TERMS.** It is mutually understood and agreed that no alteration or variation of the terms of this request or purchase order shall be valid unless made or confirmed in writing and signed by the parties hereto, and that no oral understanding or agreements not incorporated herein, and no alterations or variations of the terms hereof unless made or confirmed in writing between the parties hereto shall be binding on any of the parties hereto.

**G. ASSIGNABILITY.** A contract is not assignable by Vendor either in whole or in part. The contract shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties hereto.

**H. COMPLIANCE WITH STATUTE.** Vendor hereby warrants that all applicable Federal and State statutes and regulations or local ordinances will be complied with in connection with the sale and delivery of the property furnished.

**I. WARRANTY.** Vendor warrants to County and/or County's customer that the goods and/or services covered by this order will conform to the drawings, specifications, samples, description and time provisions furnished by County and will be of first class material and workmanship and free from defects; and County reserves the right to cancel the unfilled portion of this order without liability to Vendor for breach of this warranty. Goods will be received subject to inspection and acceptance at destination by County; risk of loss before acceptance shall be on Vendor. Defective goods rejected by County may

without prejudice to any other legal remedy be held at Vendor's risk and returned to Vendor at Vendor's expense. Defects are not waived by acceptance of goods nor by failure to notify Vendor thereof.

**J. PATENT INDEMNITY.** The Vendor shall hold the County of ~~Santa~~ Cruz, its officers, agents, and employees, harmless from liability of any nature or kind, including costs and expenses, for infringement or use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article, or appliance furnished or used in connection with the contract or purchase order.

**K. SAMPLES.** Samples of items, when required, must be furnished free of expense to the County and, if not destroyed by tests, may upon request, made at the time the sample is furnished, be returned at the prospective vendor's expense.

**L. RIGHTS AND REMEDIES OF COUNTY FOR DEFAULT.**

1. In the event any item furnished by the Vendor in the performance of the contract or purchase order should fail to conform to specifications therefore, or to the sample submitted by the Vendor with his offer, the County may reject the same, and it shall thereupon become the duty of the Vendor to reclaim and remove the same forthwith, without expense to the County, and immediately to replace all such rejected items with others conforming to such specifications or samples; providing that should the Vendor fail, neglect or refuse so to do the County shall thereupon have the right to purchase in the open market, in lieu thereof, a corresponding quantity of any such items and to deduct from any moneys due or that may thereafter become due to the Vendor the difference between the prices named in the contract or purchase order and the actual cost thereof to the County. In the event the Vendor shall fail to make prompt delivery as specified of any item, the same conditions as to the rights of the County to purchase in the open market and to reimbursement set forth above shall apply, except when delivery is delayed by fire, strike, freight embargo, or Act of God or the government.

2. Cost of inspection of deliveries which do not meet specifications will be for the account of the Vendor.

3. The rights and remedies of the County provided above shall not be exclusive and are in addition to any other rights and remedies provided by the law or under the contract.

**M. DISCOUNTS.**

**1. Terms of less than 30 days for cash discount will be considered as net.**

2. In connection with any discount offered, time will be computed from date of complete delivery of the supplies or equipment as specified, or from date correct invoices are received in the office of the



Controller if the latter date is later than the date of delivery. Payment is deemed to be made, for the purpose of earning the discount, on the date of mailing the County warrant or check.

**N.** The Purchasing Division will not notify prospective vendors of quotation results; however, results are available for inspection at the office of the General Services Department, Purchasing Division, 701 Ocean Street, Rm 330, Santa Cruz, California.

**O. Insurance** . The contractor shall take all necessary precautions for safe operation of his equipment and the protection of the public from injury and damage from equipment used on the works.

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

If CONTRACTOR utilizes one or more subcontractors in the performance of this Agreement, CONTRACTOR shall obtain and maintain Independent Contractor's Insurance as to each subcontractor or otherwise provide evidence of insurance coverage for each subcontract equivalent to that required of CONTRACTOR in this Agreement.

#### 1. Types of Insurance and Minimum Limits

(a) Worker's Compensation in the minimum statutorily required coverage amounts.

(b) 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.

(c) Comprehensive or Commercial General Liability Insurance coverage in the minimum amount of \$1,000,000 combined single limit, including coverage for: (i) bodily injury, (ii) personal injury, (iii) broad form property damage, (iiii) contractual liability, and (iiiii) cross-liability.

#### 2. Other Insurance Provisions

(a) 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.

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

""he 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."

(c) All required insurance policies shall be endorsed to contain the following clause:

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

Santa Cruz County General Services Department  
701 Ocean Street Room 330  
Santa Cruz, CA 95060

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

Santa Cruz County General Services Department  
701 Ocean Street Room 330  
Santa Cruz, CA 95060

Standard requirements stated above detail the proposed County insurance requirements to be incorporated in final contracts with independent contractors. Should your firm not presently carry the **type/limits** of insurance shown, please state clearly any differences. Indicate whether your **firm** would be able to obtain the insurance shown and at what (if any) additional cost in relation to your base proposal. Finally, please indicate any other problems your **firm may** have with the above insurance provisions and why. It is suggested that you provide a copy of this Appendix to your insurance broker(s) for review. Should either your broker or your **firm** have questions regarding any of the insurance provisions, call Janet Mckinley, County Risk Management at (831) 454-2240.

The insurance provisions shown may or may not be modified, based on factors unique to the subject project and proposals received. It is suggested that your **firm** not construe the insurance requirements **as** a reason not to submit a proposal at all. However, for the County to give your **firm** fair consideration, please be specific about what insurance you can/cannot provide, and other related concerns

## SECTION VI: OFFICIAL PROPOSAL SHEET

The undersigned offers and agrees to furnish all equipment, subject to this request at the prices stated, and in conformance with all specifications, requirements, conditions, and instructions of Santa Cruz County Request for Proposals No ~~the~~ proposal #01S2-019.

Pricing to be total unit price per ton, **FOB** Destination, including all freight charges.

Spread charges to be quoted separate on item E.

			Per Ton Price	Extended
A.	520	tons	PMCRS-2H Asphaltic Emulsion	<u>\$216.80</u> <u>\$112,736.00</u>
B.	56	tons	CQS-1H Asphaltic Emulsion for Fog Seal, Cut 50% With Water	<u>\$143.00</u> <u>\$8,008.00</u>
C.	72	tons	CRO Oil	<u>\$150.00</u> <u>\$10,800.00</u>
D.	120	tons	PASS Oil	<u>\$371.40</u> <u>\$14,568.00</u>
			Subtotal	<u>\$176,112.00</u>
			Sales tax (8%)	<u>\$Included</u>
			Total Cost for items A thru D	<u>\$176,112.00</u>
			Per Hour Rate	Extended
E.	250	hrs	Spreading and Unloading Charges	<u>\$125.00</u> <u>\$31,250.00</u>

A. Brand and Model offered, delivered **F.O.B.** Destination:

Same as above.

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

CHECK ONE: ☒ NONE ☐ DETAILED STATEMENT ATTACHED

C. Warranty offered Full explanation of standard parts and labor warranty, and duration (copy of **warranty** form must be attached).

None

D. Statement and full explanation of any optional extended warranties or maintenance agreements available, **with** costs:

None

E. Cash discount offered for prompt payment: ~~0~~% Net 30 days.

F. The item offered is composed of ~~0~~% recycled materials, per Section II of this request. Of this total, ~~0~~% **is** post-consumer waste.

G. If awarded a contract (purchase order) Bidder guarantees to start delivery of asphaltic emulsion on July 1, 2002.

Check One: ☒ Yes - can meet this start date.  
( ) No - can not **start** on this date.

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

VSS Emul-tech

Company Name

Bob Jeffers, Vice President

Authorized signature & Official Title

3785 Channel drive

Address

BOB Jeffers, Vice president

Name @lease print)

W. Sacramento, CA 95691

City State ZIP

(916) 371-8480

Telephone

(916) 371-2457

FAX No.

## PROSPECTIVE BIDDER FACT SHEET

Name of Contractor: Vss EmultechContractor Tax ID#: 94-2270766

Please fill out attached W-9 form.

Contractor's License #: 184828 Type: A+B  
(as applicable)Contractor Does Business As: ☒ Individual ☐ Partnership☒ Corporation ☐ Government ☐ Fiduciary ☐ OtherContractor is a: ☒ Resident ☐ Non-Resident of California1) Is your firm authorized to do business in the State of California? ☒ Y ☐ N2) Is your firm a State of California registered small business? Y ☒ N3) Is this a disabled owned business? Y ☒ N4) Is this a women owned business? Y ☒ N5) Is this a minority owned business? Y ☒ N6) ~~Has~~ your firm been certified as a minority firm by any public agency? Y ☒ N

If yes, name of agency: \_\_\_\_\_

name of certifying officer: \_\_\_\_\_ Phone # \_\_\_\_\_

7) Disadvantaged Business Enterprise (DBE) status as it applies to your firm:

Composition of Ownership (see definition on reverse side of this page)

Please indicate percentage of ownership: \_\_\_% Disabled \_\_\_% Women

\_\_\_% Black \_\_\_% Hispanic \_\_\_% Asian American \_\_\_% Native American

8) This firm has been in continuous business under the present name for 28 years

9) Annual sales volume: \_\_\_\_\_ 10) Net worth of business: \_\_\_\_\_

NOTE: Please reference Standard Definitions on the following page.

**STANDARD DEFINITIONS FOR MINORITY/WOMEN/DISABLED BUSINESS ENTERPRISE FOR THE PURPOSES OF SANTA CRUZ COUNTY CONTRACT COMPLIANCE PROCEDURES SHALL BE AS FOLLOWS:**

1. A Minority Business Enterprise (MBE) is a small business owned and controlled ~~by~~ one or more minorities or women. Owned and controlled means that:
  - a. at least 51 percent of the ~~small~~ business concern is owned and controlled by one or more minorities or women or, in the case of a publicly owned business, at least 51 percent of the stock of which is owned by one or more minorities or women; and
  - b. whose management and daily business operations are controlled by one or more such individuals.
2. A Women Business Enterprise (WBE) is a small business, owned and controlled by one or more women. Owned and controlled means that:
  - a. at least 51 percent of the small business concern is owned by one or more women; and
  - b. whose management and daily business operations are controlled by one or more women who own ~~it~~
3. A Disabled Owned Business Enterprise (DOBE) is a ~~small~~ business owned and controlled by one or more disabled persons. Owned and controlled means that:
  - a. at least 51 percent of the small business concern is owned by one or more disabled ~~persons:~~ and
  - b. whose management and ~~daily~~ business operations are controlled by one or more disabled persons who own ~~it~~

NOTE: Certain projects conducted under State and federal oversight may have additional definitions and requirements.

## ATTACHMENT A

**CRO - Chip Retention Oil**

Successful performance of asphalt emulsions requires selecting the proper type and grade for the intended use. Guidelines should be considered when selecting the specific grade and type of emulsion to be used. Some of the factors that affect the selection of the proper type of emulsion to be used are:

- \* Climatic conditions anticipated during the work
- \* Geographical location: hauling distance, water availability, etc.
- \* Environmental considerations
- \* Aggregate type and availability
- \* Construction equipment availability
- \* Traffic control considerations
- \* Type of work: slurry, cold-in-place, re-mix, prime, fog seal, tack, etc.

While guidelines can be given for selecting the proper type of emulsion to be used, laboratory testing is strongly recommended. There is no good substitute for laboratory evaluation of the emulsion and the aggregate to be used.

Chip Retention Oil (CRO) is a specially formulated asphalt emulsion designed for reducing the effects of aggregate loss on newly applied or existing chip seal projects. An application of CRO as a fog seal contributes to:

- \* Creating an aesthetically pleasing black surface
- \* Magnifying the visibility of surface striping
- \* Cutting down brooming time
- \* Extending the life of the surface treatment by filling voids
- \* Sealing pavement against water intrusion and aggregate loss
- \* Reducing windshield liability issues
- \* Diminishing raveling of chip seal
- \* Preventing tracking
- \* Potentially eliminating fugitive dust and opacity rulings (PM 10) on job sites

## ATTACHMENT A

## Chip Retention Oil Specifications

### Tests on CRO Emulsion:

			Test Method
Viscosity, ZAHN CUP (No 2)	Min 10	Max 20	
Settlement, 5-day, %	Max 5		T59
Storage Stability Test, 24-H, %		1	T59
Sieve Test, %		10	T59
Particle Charge	Negative		
Residue	Min 35		T59

### Test on Residue from Evaporation Test:

Softening Point, F	Min 180		T53
Ductility, 77F, 5CM/Min CM	Min 75		T51
Pen @ 77F	Min 40	Max 90	T49
Flash Point (C.C.C. F Min)	Min 425		T48
Solubility in Trichloroethylene	Min 97.5		T44

## Chip Retention Oil Applications

Chip Retention Oil is designed to aid in the prevention of chip loss and to assist with eliminating fugitive dust, commonly associated with the application of chip seals. The suggested method of application is as follows:

1. Prepare surface for preventive maintenance surface treatment - chip seal.
2. Apply chip seal to existing surface, per industry / job specifications.
2. Sweep excess chips from newly chipped surface, after chip emulsion cures.
3. Apply Chip Retention Oil to freshly swept chip seal, at a rate of .10 to .17 gal / sq. yd.
4. Allow Chip Retention Oil to cure, under normal climatic conditions, 1 hour.
5. Roll, if required.
6. Remove traffic control.
7. Open completed chip sealed surface with Chip Retention Oil surface to traffic.



### PASS® Specifications

PASS MFG IN ACCORDANCE WITH UNITED STATES PATENT #5, 180, 428  
AND MEETING THE FOLLOWING:

PASS must be manufactured from an asphalt,\*\* a rejuvenator agent\*\*\* and a polymer\*\*\*\*

Test on Emulsion	Method	PASS® - CR
Viscosity @77°F (SFS)	ASTM D244	30 - 150
Residue, w%, min.	ASTM D244	67
pH	ASTM E70	2.0-5.0
Sieve, w%, max.	ASTM D244	0.1
Oil distillate, w%, max.	ASTM D244	0.5
Test on Residue		
Viscosity @ 140°F, P	ASTM D2170	500 - 1500
Viscosity @ 275°F, cSt, min.	ASTM D2170	400
Penetration @ 98.2°F, min.	ASTM D5	90
Modified Torsional Recovery*, %, min.	CA332	50
Toughness @ 77°F, N-m, min.	ASTM F243	1.0
Tenacity @ 77°F, N-m, min.	ASTM F243	0.7
Asphaltenes, w%, min.	ASTM D2006	18.0
Saturates, w%, max.	ASTM D2006	18.0

\*California test method CA331 for recovery of residue for torsional testing. Torsional recovery measurement to include first 60 seconds.

\*\*The asphalt must be made from 100% crude oil from the Ventura County California field that originates from what is known as the Vacca Tar Sand formation.

\*\*\*The rejuvenator agent must be RA-1 manufactured by the San Joaquin Refining Co. or Trilcor Refining Company.

\*\*\*\*The polymer must be Sutarol®NX1120 manufactured by BASF Corporation.

### Material Certification

- 1) With the bid, the bidder shall submit a certified lab report showing that the material meets specification. This lab report must be no more than 45 days old and from an independent professional testing laboratory, accredited in accordance with ASTM D3666.
- 2) The bidder must supply with the bid a notarized certification from the asphalt refiner that they will use the crude source specified above.
- 3) The bidder must supply with the bid a notarized certification from the rejuvenator supplier showing compliance with above.
- 4) The bidder must supply a notarized certification from the polymer supplier showing compliance with above.
- 5) The user agency may require that the low bidder supply these notarized certifications with each batch supplied to the agency.
- 6) The user agency may send samples to a professional testing laboratory of its choice during the course of the project.
- 7) If a sample fails to meet specification the user agency may, at its discretion, enforce a \$400 per ton penalty for each ton of emulsion used that day.

**COUNTY OF SANTA CRUZ  
REQUEST FOR APPROVAL OF AGREEMENT**

0416

TO: **Board of Supervisors**  
County Administrative Office  
Auditor Controller

FROM: PUBLIC WORKS (Department)

BY: [Signature] (Signature) 6-6-02 (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 COUNTY OF SANTA CRUZ (Department/Agency)

and VSS EMULTECH, 3785 CHANNEL DRIVE, WEST SACRAMENTO, CA 95691 (Name/Address)

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

3. Period of the agreement is from BOARD APPROVAL to JULY 31, 2002

4. Anticipated Cost is \$35,000.00 ☐ Fixed ☐ Monthly Rate ☐ Annual Rate ☐ Not to Exceed

Remarks: CONTRACT \$35,000.00; 5% CONTINGENCY \$1,750.00; OVERHEAD 7% \$2,572.50; TOTAL \$39,322.50

5. Detail: ☐ On Continuing Agreements List for FY      -      . Page CC-      Contract No:      OR ☐ 1<sup>st</sup> Time Agreement

3 Section 11 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 191900! 64015! 3596! (Index) 6610 (Sub object)

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

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

Contract No: 12801

By: [Signature]  
Auditor-Controller Deputy

Date: 6/10/02

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

Date: 6/10/02 By: [Signature] (Department/Agency)  
JES:abc County Administrative Office

Distribution:

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 & section 300 Proc Man

By: Deputy Clerk

AUDITOR-CONTROLLER USE ONLY

CO      \$       
Document No. JE Amount Lines H/TL Keyed By Date

4110 Auditor Description 4 Amount Index Sub object User Code