



THOMAS L. BOLICH
DIRECTOR OF PUBLIC WORKS

County of Santa Cruz

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: DECEMBER 11, 2007

November 29, 2007

SANTA CRUZ COUNTY BOARD OF SUPERVISORS

701 Ocean Street
Santa Cruz, California 95060

SUBJECT: OPERATIONS AND MAINTENANCE MANUALS FOR VARIOUS
TREATMENT PLANTS - PROPOSAL BY HARRIS GROUP, INC.
CSA NO. 5 - CANON DEL SOL, CSA NO. 5 - SAND DOLLAR,
CSA NO. 7 - BOULDER CREEK, CSA NO. 10 - ROLLING WOODS,
CSA NO. 20 - TRESTLE BEACH

Members of the Board:

The current alarm and monitoring system used by Public Works to monitor treatment plants and pump stations throughout the County is obsolete and replacement parts are unobtainable or difficult to find. This has necessitated replacement of the system with a Supervisory Control and Data Acquisition (SCADA) system in all sanitation districts and county service areas.

In order to design and install a SCADA system at the subject County Service Area (CSA) treatment plants, it is necessary to create a set of operation manuals and documents specifically tailored to these treatment plants. These documents will formalize the procedures for operation and maintenance of the wastewater treatment plant and provide a process diagram needed for the SCADA design. There are few consultants that have the expertise in providing control designs for the SCADA system programming. Staff has discussed the need for these services with various consultants and determined that Harris Group has the expertise and experience needed.

Attached is a proposed contract with Harris Group, Inc. to provide these services. Compilation of this information is the necessary first step in converting these treatment plants to SCADA. After completion of this phase, installation of SCADA equipment and programming can proceed. Performance of the programming is not included in this contract.

SANTA CRUZ COUNTY BOARD OF SUPERVISORS

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This contract contains separate proposals and fees for each CSA. We have attached the CSA 5 proposal as an example; the other proposals are on file with the Clerk of the Board. The amounts are \$8,355 for Canon del Sol (CSA 5), \$8,355 for Sand Dollar (CSA 5), \$20,750 for Boulder Creek (CSA 7), \$8,355 for Rolling Woods (CSA 10), and \$8,355 for Trestle Beach (CSA 20) for a total of \$54,170. Sufficient funding for this contract is available in the various CSA budgets.

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

1. Approve the attached contract with Harris Group, Inc. of Seattle, Washington for the development of operations and maintenance manuals for a not-to-exceed cost of \$54,170.
2. Authorize the Director of Public Works to sign the agreement on behalf of the County.

Yours truly,

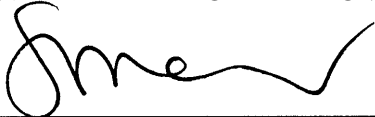


THOMAS L. BOLICH
Director of Public Works

TLB:DB:lh

Attachments

RECOMMENDED FOR APPROVAL:



County Administrative Officer

copy to: Public Works
Harris Group, Inc.

COUNTY OF SANTA CRUZ REQUEST FOR APPROVAL OF AGREEMENT

TO: Board of Supervisors
County Administrative Office
Auditor Controller

FROM: PUBLIC WORKS (Department)
BY: [Signature] (Signature) [Date] (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 HARRIS GROUP, INC. P.O. Box 3855, Seattle, WA 98124-3855 (Name/Address)

2. The agreement will provide Operations and Maintenance Manuals for the various
County Service Area Treatment Plants.

3. Period of the agreement is from Board Approval to Project Completion

4. Anticipated Cost is \$ 54,170 Fixed Monthly Rate Annual Rate Not to Exceed
Remarks: Contract \$54,170; Overhead \$3,791.90; Total: \$57,961.90

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 See Attached (Index) (Sub object)

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

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

Contract No: CW73500
By: [Signature] Date: [Date]
Auditor-Controller Deputy

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

COUNTY OF SANTA CRUZ (Department/Agency)

Date: 12/4/07
DB: lh

By: [Signature]
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 I, Section 300 Proc Man

By: Deputy Clerk

AUDITOR-CONTROLLER USE ONLY

CO _____	\$ _____	_____	_____	_____	_____	_____
Document No.	JE Amount	Lines	H/TL	Keyed By	Date	44
TC110 _____	\$ _____	_____	_____	_____	_____	_____
Auditor Description	Amount	Index	Sub object	User Code		

HARRIS GROUP
OPERATIONS & MAINTENANCE MANUALS

44

					Contract	Overhead	Total
N7350001	Sand Dollar	625200 ! 54202 ! 3665 ! 3590			8,355.00	584.85	8,939.85
CW7350002	Canon Del Sol	625200 ! 54210 ! 3665 ! 3590			8,355.00	584.85	8,939.85
N73500-03	Boulder Creek	625105 ! 50041 ! 3665 ! 6610			20,750.00	1,452.50	22,202.50
CW7350000	Rolling Woods	625170 ! 53002 ! 3665 ! 3590			8,355.00	584.85	8,939.85
CW7350005	Trestle Beach	625230 ! 54802 ! 3665 ! 3590			8,355.00	584.85	8,939.85
TOTAL					54,170.00	3,791.90	57,961.90

Contract No. _____

INDEPENDENT CONTRACTOR AGREEMENT

THIS CONTRACT is entered into this 11th day of December, 2007, by and between the COUNTY OF SANTA CRUZ, hereinafter called COUNTY, and HARRIS GROUP, INC., hereinafter called CONSULTANT. The parties agree as follows:

1. DUTIES. CONSULTANT agrees to exercise professional skill to accomplish the following result: to provide consulting engineering services as described in the five attached Scope of Services, dated September 17, 2007.

2. COMPENSATION. In consideration for CONSULTANT accomplishing said result, COUNTY agrees to pay CONSULTANT as follows: not-to-exceed \$54,170, in a manner described in the attached proposals.

3. TERM. The term of this contract shall be: from Board approval to 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. CONSULTANT shall indemnify, and hold harmless COUNTY (which for the purpose of paragraphs 5 and 6 shall include, without limitation, its officers, 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 to the extent such claims arise out of, pertain to, or relate to CONSULTANT'S negligence, recklessness, or willful misconduct under the terms of this Agreement. Such indemnification includes any damage to the person(s), or property(ies) of CONSULTANT and third persons.

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

6. INSURANCE. CONSULTANT, at its sole cost and expense, for the full term of this Contract (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 considered in excess of CONSULTANT'S insurance coverage and shall not contribute to it. If CONSULTANT normally carries insurance in an amount greater than the

minimum amount required by the COUNTY for this Contract, that greater amount shall become the minimum required amount of insurance for purposes of this Contract. Therefore, CONSULTANT hereby acknowledges and agrees that any and all insurances carried by it shall be deemed liability coverage for any and all actions it performs in connection with this Contract.

If CONSULTANT utilizes one or more subcontractors in the performance of this Contract, CONSULTANT 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 CONSULTANT in this contract, unless CONSULTANT 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 be required unless the CONSULTANT has no employees and certifies to this fact by initialing here _____

(2) Automobile Liability Insurance for each of CONSULTANT'S vehicles used in the performance of this Contract, including owned, non-owned (e.g. owned by CONSULTANT'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 is required unless the CONSULTANT does not drive a vehicle in conjunction with any part of the performance of this Contract and CONSULTANT and COUNTY both certify to this fact by initialing here g / ____.

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

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

g / ____

B. Other Insurance Provisions

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

of this Contract in order to purchase prior acts or tail coverage for post Contract 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, and on behalf of, the named insured’s performance under its/his/her/their contract 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:

**RACHEL LATHER
COUNTY OF SANTA CRUZ
DEPARTMENT OF PUBLIC WORKS
701 OCEAN STREET, ROOM 410
SANTA CRUZ, CA 95060”**

(4) CONSULTANT 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 Contract with Certificates of Insurance for all required coverages. All Certificates of Insurance shall be delivered or sent to:

**RACHEL LATHER
COUNTY OF SANTA CRUZ
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 Contract, CONSULTANT agrees as follows:

A. The CONSULTANT 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, selection for training (including apprenticeship), employment, upgrading, demotion, or transfer. The CONSULTANT 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 Contract provides compensation in excess of \$50,000 to CONSULTANT and if CONSULTANT employs fifteen (15) or more employees, the following requirements shall apply:

(1) The CONSULTANT shall, in all solicitations or advertisements for employees placed by or on behalf of the CONSULTANT, 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, selection for training (including apprenticeship), employment, upgrading, demotion, or transfer. In addition, the CONSULTANT shall make a good faith effort to consider Minority/Women/Disabled Owned Business Enterprises in CONSULTANT'S solicitation of goods and services. Definitions for Minority/Women/Disabled Business Enterprises are available from the COUNTY General Services Purchasing Division.

(2) In the event of the CONSULTANT'S non-compliance with the non-discrimination clauses of this Contract or with any of the said rules, regulations, or orders said CONSULTANT may be declared ineligible for further contracts with the COUNTY.

(3) The CONSULTANT shall cause the foregoing provisions of subparagraphs 7B(1) and 7B(2) to be inserted in all subcontracts for any work covered under this Contract 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. CONSULTANT and COUNTY have reviewed and considered the principal test and secondary factors below and agree that CONSULTANT is an independent contractor and not an employee of COUNTY. CONSULTANT is responsible for all insurance (workers compensation, unemployment, etc.) and all payroll related taxes. CONSULTANT is not entitled to any employee benefits. COUNTY agrees that CONSULTANT shall have the right to control the manner and means of accomplishing the result contracted for herein.

PRINCIPAL TEST: The CONSULTANT 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) CONSULTANT is engaged in a distinct occupation or business; (c) In the locality, the work to be done by CONSULTANT 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 CONSULTANT rather than the COUNTY supplies the instrumentalities, tools and work place; (f) The length of time for which CONSULTANT is engaged is of limited duration rather than indefinite; (g) The method of payment of CONSULTANT 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) CONSULTANT 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 that indicate that CONSULTANT is an independent contractor.

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

9. NONASSIGNMENT. CONSULTANT shall not assign the Contract without the prior written consent of the COUNTY.

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

11. RETENTION AND AUDIT OF RECORDS. CONSULTANT shall retain records pertinent to this Contract for a period of not less than three (3) years after final payment under this Contract or until a final audit report is accepted by COUNTY, whichever occurs first. CONSULTANT 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 three (3) years after final payment under this Contract.

12. PRESENTATION OF CLAIMS. Presentation and processing of any or all claims arising out of or related to this Contract 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 Contract includes the following attachments: Proposals for the development of operations and maintenance manuals for Canon Del Sol (CSA No. 5), Sand Dollar (CSA No. 5), Boulder Creek (CSA No. 7), Rolling Woods (CSA No. 10), and Trestle Beach (CSA No. 20).

14. LIVING WAGE. This Contract is covered under Living Wage provisions if this section is initialed by COUNTY _____

If Item # 14 above is initialed by the COUNTY, then this Contract is subject to the provisions of Santa Cruz County Code Chapter 2.122, which requires payment of a living wage to covered employees. Non-compliance during the term of the Contract with these Living Wage Provisions will be considered a material breach, and may result in termination of the Contract and/or pursuit of other legal or administrative remedies.

CONSULTANT agrees to comply with Santa Cruz County Code section 2.122.140, if applicable.

15. MISCELLANEOUS. This written Contract, along with any attachments, is the full and complete integration of the parties' agreement forming the basis for this Contract. The parties agree that this written Contract supersedes any previous written or oral agreements between the parties, and any modifications to this Contract must be made in a written document signed by all parties. Any arbitration, mediation, or litigation arising out of this Contract shall occur only in the County of Santa Cruz, notwithstanding the fact that one of the contracting parties may reside outside of the County of Santa Cruz.

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

COUNTY OF SANTA CRUZ

HARRIS GROUP, INC.

By: _____
Director of Public Works

By:  _____

Address: P.O. Box 3855
Seattle, WA 98124-3855

Telephone: (206) 494-9400
FAX: (206) 494-9500

APPROVED AS TO FORM:

By:  11/28/07
Office of County Counsel

DISTRIBUTION: Auditor-Controller
Harris Group
Public Works

TLB:DB:lh

Attachments

harrisgroup\lh.wpd