



County of Santa Cruz

GENERAL SERVICES DEPARTMENT

701 OCEAN STREET, SUITE 330, SANTA CRUZ, CA 95060-4073

(831) 454-2718 FAX: (831) 454-2710 TDD: (831) 454-2123

ROY HOLMBERG, DIRECTOR

February 25, 1999

AGENDA: March 16, 1999

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

Re: RECOMMENDATION OF AWARD FOR PARKING LOT REPAIR AND RESEAL
AT 701 OCEAN STREET AND WATSONVILLE/FREEDOM BOULEVARD
CAMPUS, 98C1- 016

Members of the Board:

At the February 23, 1999 Board meeting, bids were received for the Parking Lot Repair and Reseal project. Your Board directed the General Services Department to review bids and return on or before March 16, 1999 with a recommendation for award.

As directed, bids received have been reviewed and we believe that the lowest bidder, Alaniz Construction with a bid of \$ 91,830 can accomplish the work to the County's satisfaction.

Sufficient funds are available in the Plant, budget index 191050 and 191075 , sub object 6610 including a 10% contingency.

It is therefore RECOMMENDED that your Board take the following actions:

1. Award a contract to Alaniz Construction in the amount of \$91,830 for the Parking Lot Repair and Reseal project; and
2. Adopt the Resolution accepting and appropriating unanticipated revenue into budget index 191050 in the amount of \$59,013 and transfer funds in the amount of \$15,399 from budget index 191075, sub object 6610 (Land and Facilities) to budget index 191050, sub object 6610, user code Q10018; and

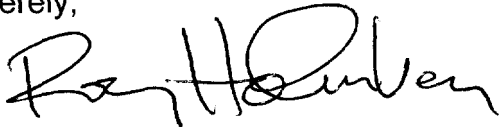
Recommendation of Award #98C1-016

March 16, 1999

Page 2 of 2

3. Authorize the General Services Director to notify the contractor and sign the contract agreements and associated documents on behalf of your Board; and
4. Authorize the Director of General Services to approve change orders and appropriate \$9,183 in addition to the contract amount to cover change order expenditures, if required1

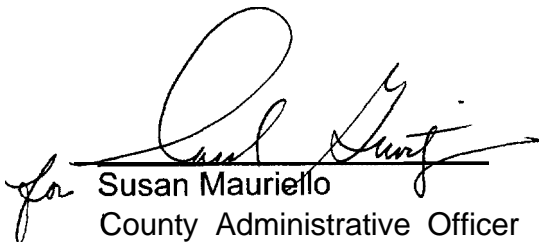
Sincerely,



ROY K. HOLMBERG
Director

RH: BD/ROA8016

RECOMMENDED;



Susan Mauriello
County Administrative Officer

Attachments

cc: County Administrative Office
County Counsel
Auditor-Controller
General Services Department
Alaniz Construction

Agreement No. _____

A G R E E M E N T

This Agreement, made and concluded this 25th day of February 1999, by and between Alaniz Construction, and the COUNTY OF SANTA CRUZ, hereinafter called CONTRACTOR and COUNTY, respectively.

WTNESSETH:

WHEREAS, the Board of Supervisors of said County has awarded a Contract to Contractor for performing the work hereinafter mentioned in accordance with the sealed proposal of said Contractor.

NOW THEREFORE, it is agreed as follows:

1. **Scope of Work.** Contractor shall perform all the work and furnish all the labor, materials, equipment, and all utility and transportation services required to complete all of the work for **PARKING LOT REPAIR AND RESEAL PROJECT** in Santa Cruz County, in accordance with the Notice to Bidders, Specifications, Special Provisions, and Bidder's Proposal; the items and quantities of which are more particularly set forth in Contractor's Proposal, therefor, on file in the Office of the County Clerk.
2. **Time for Performance.** The Contractor shall begin the work within **ten (10) calendar** days after receiving the "Notice to Proceed," and shall diligently prosecute the same to completion before the expiration of **one hundred eighteen (118) calendar** days from the date of said "Notice to Proceed."
3. **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.

Agreement No. _____

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 workplace; (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.

4. **Component Parts.** This Contract shall consist of the following documents, each of which is on file with the Santa Cruz County Clerk of the Board, and all of which are incorporated herein, and made a part hereof by reference thereto:
 - a. This Agreement and Guarantees
 - b. Notice to Bidders, inviting sealed proposals
 - c. Specifications entitled: PARKING LOT REPAIR AND RESEAL PROJECT
 - d. (No separate plans.)
 - e. Bidder's Bond
 - f. Accepted Proposal
 - g. Performance Bond
 - h. Payment Bond
 - i. Certificate of Worker's Compensation Insurance
 - j. Certificate of General Liability Insurance
 - k. Certificate of Auto Liability Insurance
5. County shall pay and Contractor shall accept, in full consideration for the performance of the Contract, subject to additions and deductions as provided therein, the sum of \$91,830.00
6. Pursuant to County Code Section 2.37.107, any bid, proposal, or other response to a solicitation for bid or proposal which proposes or calls for the use of any tropical hardwood or wood product in performance of the contract shall be deemed nonresponsive. The contractor shall not

Agreement No. _____

provide any items in performance of this contract which are tropical hardwoods or tropical hardwood products. The County of Santa Cruz urges companies not to import, purchase, obtain, or use for any purpose, any tropical hardwood or tropical hardwood product. In the event any bidder or contractor fails to comply in good faith with any of the provisions of County Code Section 2.37.107, 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 five (5) percent of the total amount of the contract dollars, whichever is greater. The contractor acknowledges and agrees that the liquidated damages assessed shall be payable to the County upon demand and may be set off against any monies due to the bidder or contractor from any contract with the County.

7. Nondiscrimination Clause.

The CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, color, religion, national origin, ancestry, physical or mental disability, medical condition (cancer related), marital status, sexual orientation, age (over 18), veteran status, gender, pregnancy, or any other non-merit factor unrelated to job duties. Such action shall include, but not be limited to, the following: recruitment; advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training (including apprenticeship), employment, upgrading, demotion, or transfer. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notice setting forth the provisions of this non-discrimination clause. Contractors and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12900 et seq.) and the applicable regulations promulgated thereunder (California Administrative Code, Title 2, Section 7285.0 et seq). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12990, set forth in Chapter 5 of Division 4 of Title 2 of the California Administrative Code are incorporated into this contract by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

The CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, ancestry, physical or mental disability, medical condition (cancer related), marital status, sexual orientation, age (over 18), veteran status, gender, pregnancy, or any other non-merit factor unrelated to job duties. Such action shall include, but not be limited to, the following: recruitment; advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training (including apprenticeship), employment, upgrading, demotion, or transfer. 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.

The CONTRACTOR will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Agreement, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

IN WITNESS WHEREOF, County has caused these presents to be executed by its officers thereunto duly authorized and Contractor has subscribed same, all on the day and year first above written.

Alaniz Construction

Contractor Name

By _____

Title _____

ATTEST:

COUNTY OF SANTA CRUZ

Clerk, Board of Supervisors

By _____

APPROVED AS TO FORM

Marie Costa
County Counsel

March 2 1999
Date

COUNTY OF SANTA CRUZ
REQUEST FOR APPROVAL OF AGREEMENT

t-5, x { \$ 5

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

FROM: GENERAL SERVICES (Dept.)
Bob Holmberg (Signature) _____ (Date)

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

1. Said agreement is between the County of Santa Cruz (Agency)
 and Alaniz Construction, P.O. Box 3765, Redwood City, CA 94064-3765 (Name & Address)
2. The agreement will provide Parking Lot Repair and Reseal Project #98C1-016 at 701 Ocean Street, Santa Cruz and Watsonville/Freedom Boulevard campus, Watsonville.

3. The agreement is needed as work can be completed more expediently by contract
4. Period of the agreement is from Board approval to June 30, 1999
5. Anticipated cost is \$ 101,013 (Fixed amount; Monthly rate; Not to exceed)

6. Remarks: Contract \$91,830 + 9,183 contingency = \$101,013

	191050	Q10018	\$64,920	6610
	191050	410018	\$ 6,492	6610
7. Appropriations are budgeted in	191075	445001	\$26,910	(Index#) 6610 (Subobject)
	191075	Q45001	\$ 2,691	6610

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

Appropriations are available and will be encumbered. Contract No. 81800 Date 3/8/99
 GARY A. KNUITSON, Auditor - Controller
 By *Lina Ward* Deputy.

Proposal reviewed and approved. It is recommended that the Board of Supervisors approve the agreement and authorize the _____ to execute the same on behalf of the _____ (Agency).
 _____ County Administrative Officer

Remarks: _____ (Analyst) BY *Bold* Date 3-8-99

Agreement approved as to form. Date _____

Distribution:
 Bd. of Supv. - White
 Auditor-Controller - Blue
 County Counsel - _____
 Co. Admin. Officer - Canary
 Auditor-Controller - Pink
 Originating Dept. - Goldenrod
 *To Orig. Dept. if rejected.
 ADM - 29 (6/95)

State of California)
 County of Santa Cruz) ss
 _____ 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 duly entered by
 said Board of Supervisors as recommended by the County Administrative Officer by an order duly entered
 in the minutes of said Board on _____ County Administrative Officer
 _____ 19 _____ BY _____ Deputy Clerk

14

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

RESOLUTION NO. _____

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

RESOLUTION ACCEPTING UNANTICIPATED REVENUE

WHEREAS, the County of Santa Cruz is a recipient of funds from General Services Department Building Maintenance for Parking Lot Repair & Reseal (98C1-016) program; and

WHEREAS, the County is recipient of funds in the amount of \$ 59,013 which are either in excess of those anticipated or are not specifically set forth in the current fiscal year budget of the County; and

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

NOW, THEREFOR, BE IT RESOLVED AND ORDERED that the Santa Cruz County Auditor-Controller accept funds in the amount of \$ 59,013 into


Department Plant/Capital Projects

TIC	Index Number	Revenue Subobject Number	Account Name	Amount
001	191050	2367	Opr. Transfer In	\$59,013

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

TIC	Index Number	Expenditure Subobject Number	PRJ/UCD	Account Name	Amount
021	191050	6610	410018	Structures & Improvements	\$59,013

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

By 
Department Head

Date _____

COUNTY ADMINISTRATIVE OFFICER

/

Recommended to Board
Not Recommended to Board

PASSED AND ADOPTED by the Board of Supervisors of the County of Santa Cruz,
State of California, this _____ day of _____ 19_____
by the following vote (requires four-fifths vote for approval):

AYES: SUPERSVISORS
NOES: SUPERSVISORS
ABSENT: SUPERSVISORS

Chairperson of the Board

ATTEST:

Clerk of the Board

APPROVED AS TO FORM:

Harvey A. Oberkromer
County Counsel

APPROVED AS TO ACCOUNTING DETAIL:

Lucia Ward 3/8/99
Auditor-Controller

Distribution:
Auditor-Controller
County Counsel
County Administrative Officer
Originating Department

COUNTY OF SANTA CRUZ
 REQUEST FOR TRANSFER OR REVISION
 OF BUDGET APPROPRIATIONS AND/OR FUNDS

88

Department: GENERAL SERVICES

Date: 3-3-99

TO: Board of Supervisors / County Administrative Officer / District Board

I hereby request your approval of the following transfer of budget appropriations and/or funds in the fiscal year ending June 30, 1999

AUDITORS USE ONLY				
DOCUMENT #	AMOUNT			T/C HASH
BD				

BATCH #	
DATE	

	T/C	INDEX	SUBJECT	PRJ/UCD	AMOUNT	DESCRIPTION
T O	0,2,1	1,9,1,0,5,0	6,6,1,0	Q,1,0,0,1,8	1,539,900	structure & improvements
	0,2,1	3,3,3,1,0,0	6,6,0,0	I I I , I	5,901,300	Opr. Transfer Out
F R O M	0,2,2	1,9,1,0,7,5	6,6,1,0		1,539,900	structure & improvements
	0,2,2	3,3,3,1,0,0	3,4,0,5	I I I I I	5,901,300	maint. struct. & imp.

Explanation: To transfer funds from County Capital Projects - land and facilities (191075/6610) and general fund building maintenance (333100/3405) to fund the Parking Lot Repair and Reseal Project #98C1-016.

Name Rby Holmberg Title Director

Auditor-Controller's Action: I hereby certify that unencumbered balance(s) is/are available in the appropriations/funds and in the amounts indicated above.
 Auditor-Controller, by Linda Ward Deputy Date 3/8/99

County Administrative Officer's Action: Recommended to Board Approved Not Recommended or Approved
 County Administrative Officer Bold Date 3-8-99

State of California } As the Clerk of the Board of Supervisors of the County of Santa Cruz, I do hereby certify that the foregoing request for
 ss. transfer was approved by said Board of Supervisors as recommended by the County Administrative Officer by an order
 County of Santa Cruz} duly entered in the minutes of said Board on _____, 1999, BY _____, Deputy Clerk

Distribution:
 White-Board of Supervisors
 Yellow-Auditor-Controller
 Green-County Administrative Officer
 Pink-Originating Department
 Goldenrod-Departments1 Control Copy