



County of Santa Cruz⁰⁰⁴⁷

GENERAL SERVICES DEPARTMENT

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

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

BOB WATSON, DIRECTOR

August 3, 2000

AGENDA: August 15, 2000

Board of Supervisors
COUNTY OF SANTA CRUZ
701 Ocean Street
Santa Cruz, CA 95060

RECOMMENDATION OF AWARD FOR THE SANTA CRUZ VETERANS MEMORIAL BUILDING BASEMENT REMODEL PROJECT #99C1-017

Dear Members of the Board:

At your August 1, 2000 Board meeting, bids were received for the Santa Cruz Veterans' Memorial Building Basement Remodel Project. Your Board directed the General Services Department to review bids and return on or before August 15, 2000 with a recommendation of award.

As directed, the bids have been reviewed and we believe the lowest bidder, Roger Jones Construction, Inc., with a bid of \$136,616 can accomplish the work to the County's satisfaction.

Sufficient funds are available in the Plant Budget, Index No. 191150/Q19001, Sub Object 6610, including a ten percent (10%) contingency.

It is therefore RECOMMENDED that your Board:

1. Award a contract to Roger Jones Construction, Inc. in the amount of \$136,616 for the Santa Cruz Veterans' Memorial Building Basement Remodel project;
2. Authorize the General Services Director to notify the contractor and sign the contract agreements and associated documents on behalf of your Board; and,
3. Authorize the Director of Parks, Open Space and Cultural Services to approve change orders and appropriate \$13,662 in addition to the contract amount to cover change order expenditures, as required.

Sincerely,

BOB WATSON
Director

RECOMMENDED:

SUSAN A. MAURIELLO
County Administrative Officer

cc: Auditor-Controller .
General Services
P.O.S.C.S
Roger Jones Construction, Inc.

COUNTY OF SANTA CRUZ
REQUEST FOR APPROVAL OF AGREEMENT

0048

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

FROM: General Services Department (Dept.)
Bob Wo - (Signature) 8-3-00 (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, Roger Jones Construction, Inc., 309 Clinton Street, Santa Cruz, Ca 95062-3406 (Name & Address)
2. The agreement will provide A remodel of the Santa Cruz Veterans Memorial Building
Basement 99C1-017
3. The agreement is needed as the work can be performed most expeditiously by contract
4. Period of the agreement is from Board Approval to June 30, 2391
5. Anticipated cost is \$ 150,278 (Fixed amount; Monthly rate; Not to exceed)
6. Remarks: \$136,616 contract + \$13,662 contingensis= 150,278 total
7. Appropriations are budgeted in 191150/Q19001 (Index#) 6610 (Subobject)

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

Appropriations are available and have been encumbered. Contract No. _____ Date _____
are not available and will be _____

GARY A. KNUTSON, Auditor - Controller

BY _____ Deputy.

Proposal reviewed and approved. It is recommended that the Board of Supervisors approve the agreement and authorize the
ABD Director to execute the same on behalf of the County

(Agency).

Remarks: *Q* (Analyst)

By *Paul Smith* County Administrative Officer Date 8/4/00

Agreement approved as to form. Date _____

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

*To Orig. Dept. if rejected.

13
JUL 29 (6/95)

State of California)
County of Santa Cruz) ss
I _____ ex-officio Clerk of the Board of Supervisors of the County of Santa Cruz,
State of California, do hereby certify that the foregoing request for approval of agreement was approved by
said Board of Supervisors as recommended by the County Administrative Officer by an order duly entered
in the minutes of said Board on _____ County Administrative Officer
_____ 19____ By _____ Deputy Clerk

Agreement No. _____

A G R E E M E N T

This Agreement, made and concluded this _____ day of _____ 200_, by and between _____, and the COUNTY OF SANTA CRUZ, hereinafter called CONTRACTOR and COUNTY, respectively.

WITNESSETH:

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 **SC VET MEMORIAL BLDG BASEMENT REMODEL** in Santa Cruz County, in accordance with the Notice to Bidders, Specifications and Plans, 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 ninety (90) 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: SC VET MEMORIAL BLDG BASEMENT REMODEL
 - d. Plans entitled: SC VET MEMORIAL BLDG BASEMENT REMODEL
 - 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 \$ _____.
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, up'grading, 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.

Contractor Name

By _____

Title _____

ATTEST:

COUNTY OF SANTA CRUZ

Clerk, Board of Supervisors

By _____

APPROVED AS TO FORM

County Counsel

Date

Request for Taxpayer
Identification Number and Certification

0053

Give this form to the
County of Santa Cruz
Do NOT send to the IRS

Please print or type

| | |
|--|--|
| Name (If joint names, list first and circle the name of the person or entity whose number you enter in Part I below. See instructions on page 2 if your name has changed.) | |
| Business name (Sole proprietors see instructions on page 2.) | |
| Please check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other ▶ | |
| Address (number, street, and apt. or suite no.) | |
| City, state, and ZIP code | |

YOU ARE PAID FOR:

- | | |
|--|-----------------------------------|
| <input type="checkbox"/> Health Care Service | |
| <input type="checkbox"/> Other Service | |
| <input type="checkbox"/> Rent | <input type="checkbox"/> Goods |
| <input type="checkbox"/> Freight | <input type="checkbox"/> Interest |
| <input type="checkbox"/> Other (Explain) | |

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. For individuals, think your social security number (SSN). For sole proprietors, see the instructions on Page 2. For other entities, think your employer identification number (EIN). If you do not have a number, see How To Get a TIN below.

| | | | | | | | | |
|------------------------|--|--|--|--|--|--|--|--|
| Social security number | | | | | | | | |
| | | | | | | | | |

OR

| | | | | | | | | |
|--------------------------------|--|--|--|--|--|--|--|--|
| Employer identification number | | | | | | | | |
| | | | | | | | | |

Note: If the account is in more than one name, see the chart on page 2 for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding.

Certification instructions.—You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because of underreporting interest or dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, the acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (Also see Part III instructions on page 2.)

Sign
Here Signature ▶

Date ▶

Section references are to the Internal Revenue Code.

Purpose of Form.—A person who is required to file an information return with the IRS must get your correct TIN to report income paid to you, real estate transactions, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA. Use Form W-9 to give your correct TIN to the requester (the person requesting your TIN) and, when applicable, (1) to certify the TIN you are giving is correct (or you are waiting for a number to be issued), (2) to certify you are not subject to backup withholding, or (3) to claim exemption from backup withholding if you are an exempt payee. Giving your correct TIN and making the appropriate certifications will prevent certain payments from being subject to backup withholding.

Note: If a requester gives you a form other than a W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

What is Backup Withholding?—Persons making certain payments to you must withhold and pay to the IRS 31% of such

payments under certain conditions. This is called "backup withholding." Payments that could be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

If you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return, your payments will not be subject to backup withholding. Payments you receive will be subject to backup withholding if:

- You do not furnish your TIN to the requester, or
- The IRS tells the requester that you furnished an incorrect TIN, or
- The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
- You do not certify to the requester that you are not subject to backup withholding under 3 above (for reportable

interest and dividend accounts opened after 1983 only), or

- You do not certify your TIN. See the Part III instructions for exceptions.

Certain payees and payments are exempt from backup withholding and information reporting. See the Part II instructions and the separate instructions for the Requester of Form W-9.

How To Get a TIN.—If you do not have a TIN, apply for one immediately. To apply, get Form SS-5, Application for a Social Security Number Card (for individuals), from your local office of the Social Security Administration, or Form SS-4, Application for Employer Identification Number (for businesses and all other entities), from your local IRS office.

If you do not have a TIN, write "Applied For" in the space for the TIN in Part I, sign and date the form, and give it to the requester. Generally, you will then have 60 days to get a TIN and give it to the requester. If the requester does not receive your TIN within 60 days, backup withholding, if applicable, will begin and continue until you furnish your TIN.

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GUARANTY**TO THE COUNTY OF SANTA CRUZ**

The undersigned, as prime Contractor, guarantees the construction and installation of the following work included in this project:

SC VET MEMORIAL BLDG BASEMENT REMODEL

Should any of the materials or equipment prove defective, due to faulty workmanship, material furnished or methods of installation or should the work or any part thereof fail to operate properly as originally intended and in accordance with the plans and specifications, due to any of the above causes, all within one (1) year after the date on which this contract work is accepted by the County, the undersigned agrees to reimburse the County, upon demand, for County's expenses incurred in restoring said work to the condition contemplated in said project, including the cost of any such equipment or materials replaced and the cost of removing and replacing any other work necessary to make such replacement or repairs, or, upon demand by the County, to replace any such material and to repair said work completely without cost to the County so that said work will function successfully as originally contemplated. (Ordinary wear and tear and unusual abuse or neglect excepted.)

The County shall have the unqualified option to make any needed replacement or repairs itself or to have such replacements or repairs done by the undersigned. In the event the County elects to have said work performed by the undersigned, the undersigned agrees that the repairs shall be made and such materials as are necessary shall be furnished and installed within a reasonable time after the receipt of demand from the County. If the undersigned shall fail or refuse to comply with his obligations under this guaranty, the County shall be entitled to all costs and expenses, including attorney's fees, reasonably incurred by reason of said failure or refusal.

 Contractor, Name and Address

 Date

By _____
 Signature of Principal

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 11/98