



County of Santa Cruz

PARKS, OPEN SPACE & CULTURAL SERVICES

979 17 th AVENUE, SANTA CRUZ, CA 95062 (831) 454-7900 FAX: (831) 454-7940 T D D: (831) 464-7978

BARRY C. SAMUEL, DIRECT'OR

November 16, 2000

AGENDA: December 5, 2000

BOARD OF SUPERVISORS County of Santa Cruz 701 Ocean Street Santa Cruz, CA 95060

SUBJECT: GREYHOUND ROCK RESTORATION PROJECT

Dear Members of the Board:

On November 14, 2000, your Board directed the Department of Parks, Open Space and Cultural Services to return to your Board on December 5, 2000, with the necessary contract documents to retain Bustichi Construction, Inc. to provide construction services for the Greyhound Rock Restoration Project.

The Parks Department has since negotiated a construction contract with Bustichi Construction, Inc. in the amount of \$38,290 to provide those services requiring the assistance of an independent contractor for implementing the Greyhound Rock Restoration Project.

The contract with Bustichi Construction, Inc. will include site preparation and grading, construction of the soil cement walkway, guard railing, hand railing, installation of parking bumpers, parking lot striping and installation of post and cable fencing. The landscaping portion of the project will be completed with the County's in-house work force. Work can begin on this project once the construction agreement is in place and the Parks Department has obtained final clearance from the Planning Department.

Funding is available for this project from the Coastal Resource Grant, account 19 1078/66 10 in the amount of \$38,119, with additional funding from the ADA Park Improvements CSA11, account 13491 0/6610 in the amount of \$4,000.

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AGENDA: December 5, 2000

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

- 1. Award a contract to Bustichi Construction, Inc. in the amount of \$38,290 for the Greyhound Rock Restoration Project.
- 2. Authorize the Director of the Department of Parks, Open Space and Cultural Services to notify the contractor and sign the contract agreement and associated documents on behalf the County.
- 3. Authorize the Director of Parks, Open Space and Cultural Services to approve change orders and appropriate \$3,829 in addition to the contract amount to cover change order expenditures, as required.

Sincerely,

Barry C. Samuel

Director BCS:ro

RECOMMENDED:

SUSAN A. MAURIELLO County Administrative Officer

Attachments: ADM 29, Contract

cc: Auditor-Controller, Office of the County Counsel, CAO, Parks, General Services, Bustichi Construction, Inc.

REQUEST FOR APPROVAL OF AGREEMENT

Courty Administrative Officer Cour ty Counsel Auditor-Controller			en Space & Cultural (Signature)	•
The Board of Supervisors is hereby re	equested to approve the at	tached agreement and a	authorize the execution of	the same.
1. Said agreement is between the				(Agency)
2. The cgreement will provide				
3. The agreement is needed as th	e work can be perfo	rmed most expedit	iously by an indep	endent contractor
4. Period of the agreement is from				
5. Anticipated cost is \$ 42,119 6. Remarks: \$38,290 contra			(Fixed amount; Mont	hly rate Not to exceed
7. Appropriations are budgeted in _ FD 40/130/078 NOTE: IF APP		ment CSAll 134910	(Index#) <u>6610</u> §	
Appropriations are not available and		Contract No. CO. O- GARY A. KNU	Date	11/20/00
Proposo reviewed and approved. It is Director Or County	recommended that the Bo	pard of Supervisors appute the same on behalf	orove the agreement and of the County of Sa	authorize the anta Cruz
Remarks:	(Agen (Agen	в у <u>р</u>	County Admistrative Offi	_ e
Agreement approved as to form. Date	e			
Distribution: Bd. of Supv. • White Auditor-Controller • Blue Coun @ + + + + + + + + + + + + + + + + + +	1	ereby certify that the foregoing as recommended by the coard on	ne Board of Supervisors of th ing request for approval of agi County Administrative Officer Coun	reement was approved by

\DM - 29 (6/95)

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INDEPENDENT CONTRACTOR AGREEMENT

THIS CONTRACT is entered into this	_ day of	, 2000, by and between
the COUNTY OF SANTA CRUZ, hereinafter calle	d COUNTY, and BUSTICH	I CONSTRUCTION,
INC., hereinafter called CONTRACTOR. The parti	es agree as follows:	

- 1. **DUTIES.** CONTRACTOR agrees to exercise special skill to accomplish the following: Per Exhibit A (Contractor's Proposal), Perform all site preparation and grading for the installation of a cement treated walkway, hand railing /guard railing, post and cable fencing, installation of parking bumpers and pavement markings for 19 vehicle spaces at coast side of the existing parking lot. All work to be constructed in accordance with the plans and specifications entitled Greyhound Rock Restoration Project. Said work is located at Greyhound Rock Coast Access located along side State Highway 1, approximately 16 miles north of Santa Cruz, in Santa Cruz County, California.
- 2. <u>COMPENSATION.</u> In consideration for CONTRACTOR accomplishing said result, COUNTY agrees to pay CONTRACTOR as follows: An amount not-to-exceed \$3 8,290 for the work described above and as outlined in Exhibit A. All request for payment shall be submitted to the County of Santa Cruz Department of Parks, Open Space, and Cultural Service, 979 Seventeenth Avenue, Santa Cruz, California 95062, and must be accompanied by a detailed invoice in conjunction with the Department's Application for Payment Form. Such requests for payments may be submitted on a minimum interval of thirty (30) calendar days for work completed.
- 3. **TERM.** The term of this contract shall be from the date of approval by the Santa Cruz County Board of Supervisors until June 30,200 1. However, the CONTRACTOR agrees to complete the construction services as described above and as outlined in Exhibit A within one hundred twenty (120) calendar days from the execution of this Agreement.

This Agreement may be extended upon mutual agreement by both parties.

- 4. **EARLY TERMINATION.** Either party hereto may terminate this contract at anytime by giving 30 days written notice to the other party.
- 5. **ADDITIONAL SERVICES.** If authorized by COUNTY, CONTRACTOR will provide additional services (those provided beyond the basic services as described herein) which shall be paid by a negotiated fee for such services. The additional services, if required, shall be authorized through the issuance of a Construction Change Order.
- 6. **INDEMNIFICATION FOR DAMAGES, TAXES AND CONTRIBUTIONS.** CONTRACTOR shall exonerate, indemnify, defend, and hold harmless COUNTY (which for the purpose of paragraphs 6 and 7 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), operty(ies) of CONTRACTOR and third persons.

agents engaged in the performance of this Agreement (including, without limitation, unemployment

insurance, social security and payroll tax withholding).

INSURANCE. CONTRACTOR, at its sole cost and expense, for the full term of this 7. 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 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
- 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 /
- 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 CONTRACTOR and COUNTY

B. Other Insurance Provisions

- If any insurance coverage required in this Agreement is provided on a (1) "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.
- All required Automobile and Comprehensive or Commercial General Liability Insurance shall be endorsed to contained the following clause:

"The County of Santa Cruz, its officials, employees, agents and volunteers are added as an additional insurance 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:

Department of Parks, Open Space and Cultural Services Attn: Bob Olson 979 Seventeenth Avenue Santa Cruz, CA 95062

(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:

Department of Parks, Open Space and Cultural Services Attn: Bob Olson 979 Seventeenth Avenue Santa Cruz, CA 95062

- 8. **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, creed, religion, national origin, ancestry, disability, medical condition (cancer related and genetic characteristics), marital status, sex, sexual orientation, age (over 18), veteran status, gender, pregnancy, or any other non-merit factor unrelated to job duties. Such action shall include, but not be limited to, the following: recruitment; advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training (including apprenticeship), employment, upgrading, demotion, or transfer. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notice setting forth the provisions of this non-discrimination clause.
- B. If this Agreement provides compensation in excess of \$50,000 to CONTRACTOR and if CONTRACTOR 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, creed, religion, national origin, ancestry, disability, medical condition (cancer related and genetic characteristics), marital status, sex, sexual orientation, age (over 1 8), veteran status, gender, pregnancy, 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 40 12) identifying the sex, race, physical or mental disability, and job classification of its employees and the names, dates

- (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 8B. 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.
- 9. **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 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 judgement that the CONTRACTOR engaged under this Agreement is in fact an independent contractor.

- 10. **NON-ASSIGNMENT.** CONTRACTOR shall not assign this Agreement without the prior written consent of the COUNTY.
- 11. **RETENTION AND AUDIT OF RECORDS.** CONTRACTOR shall retain records pertinent to this Agreement for a period of not less than five (5) years after final payment under this Agreement or until a final audit report is accepted by the COUNTY, whichever occurs first. CONTRACTOR hereby agrees to be subject to the examination and audit by the Santa Cruz County Auditor-Controller, the Auditor General of the State of California, or the designee of either for a period of five (5) years after final payment under this Agreement.
 - 12. **PRESENTATION OF CLAIMS.** Presentation and processing of any or all claims

- arising out of or related to this Agreement shall be made in accordance with the provisions contained in Chapter 1.05 of the Santa Cruz County Code, which by this reference is incorporated herein.
- 13. **COMPONENT PARTS.** This Contract shall consist of the following documents, all of which are incorporated herein, and made a part hereof by reference thereto:
 - a. This Agreement and Guarantees b. Specifications entitled : Greyhound Rock Restoration Project c. Plans entitled: Greyhound Rock Restoration Project
 - d. Exhibit A Contractor's Proposal e. Performance Bond f. Payment Bond
 - g. Certificate of Worker's Compensation Insurance h. Certificate of General Liability Insurance i. Certificate of Auto Liability Insurance j. Contract Change Orders
 - 14. **ATTACHMENTS.** This Agreement includes the following attachments: Exhibit A Contractor's Proposal

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

COUNTY OF SANTA CRUZ	CONTRACTOR:	BUSTICHI	CONSTRUCTION

Ву{______

By:

APPROVED AS TO INSURANCE:

Address:

48 Mount Hermon Road

City/State:

Scotts Valley, California 95066

Telephone:

(831) 438-2356 (831) 438-2378

INC.

APPROVED AS TO FORM:

Office of the County Counsel

DISTRIBUTION:

County Administrative Office, Auditor-Controller, County Counsel, Risk Management,

POSCS, Contractor

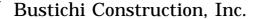


Exhibit A

48 MT. HERMON ROAD • SCOTTS VALLEY • CA 95066
PH 831-438-2356 . FAX 831-438-2378 • EMAIL bustichi1@aol.com
LIC. NO. 595141

0239

Date: 10/31/00

Attn.: Bob Olson

Re: Greyhound Rock Restoration Project

This proposal includes the following only and will be according to the existing Bid documents. Dated 6/12/00

- 1. Site prep and excavation *********************************4000.00

This proposal dose not include any other items not listed above and all items above must be included.

Extra Item Cost

If you have any questions please do not hesitate to call.

Dene Bustichi

County of Santa Cruz

Request for Taxpayer Identification Number and Certification

Give this form to th County of Santa Cruz MINT send to the IPS

			DO NOT SELICITO THE IT
type	Name (If joint names, list first and circle the name Of the per	son or entity whose number you enter in Part II	elow. See instructions on page 2 if your name has changed.)
print or ty	Bus ness name (Sole proprietors see instructions on page 2 Pustichi Construction, Inc.	2.)	0240
Ξ	Pierse check appropriate box: Individual/Sole prop	orietor Corporation Partners	hip Other >
Please	Adcress (number, street, and apt or suite no.) 48 Mount Hermon Road		YOU ARE PAID FOR:
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inc (SS	ter your TIN in the appropriate box. For ividuals, this is your social security number SN). For sole proprietors, see the instructions	Social security number	Other (Explain)
ide	page 2. For other entities, it is your employer entification number (EIN). If you do not have a mber see How To Get a TIN below.	OR	Part II For Payees Exempt From Backup Withholding (See Part II
se	te: If the account is in more than one name, e the chart on page 2 for guidelines on whose mber to enter.	Employer identification number 7 7 0 5 1 2 6 5 0	instructions on page 2)
P	art III Certification		
Un	der penaities of penary, certify that:		

- 1. 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
- 2. 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 iam 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 Daid, 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 Pat-t III instructions on page 2.)

Sign Here Signature ▶

Section references are to the Internal Revenue Code.

Purpose of Form.-A person who is requirec to tile 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 withhoicing if you are an exempt payee. Giving your correct TIN and making the approprate certifications will prevent certain rayments from being subject to backup withholding.

Note: If a requester gives you a form other than a V'-9 to request your TIN, you must use the equester'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:

- 1. You do not furnish your TIN to the requester, or
- 2. The IRS tells the requester that you furnished an incorrect TIN, or
- 3. 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
- 4. 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

Date ▶

5. 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 entitles), 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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ACORD 25-9 (7/87)

SACORD CORPORATION 1988