



# County of Santa Cruz 0107

## 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

November 29, 2000

AGENDA: December 12, 2000

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

### RECOMMENDATION OF AWARD FOR ISD UNDERGROUND CONDUIT TRENCHING

Members of the Board:

At the November 21, 2000 Board meeting, bids were received for the ISD Underground Conduit Trenching project to install approximately 225 feet of conduit connecting a new service box to an existing one. The project includes concrete walkway removal and replacement and tree root pruning. Your Board directed the General Services Department to review bids and return on or before December 12, 2000 with a recommendation of award.

As directed, the bids received have been reviewed and we believe that the lowest bidder, MKM General Engineering Contractors with a bid of \$14,500 can accomplish the work to the County's satisfaction.

Sufficient funds are available in the Plant Budget, Index 191050, Sub Object 6610, User Code Q10026 which includes a ten (10) percent contingency.

It is therefore RECOMMENDED that your Board:

1. Award a contract to MKM General Engineering Contractors in the amount of \$14,500 for the ISD Underground Conduit Trenching 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 General Services to approve change orders and appropriate \$1,450 in addition to the contract amount to cover change order expenditures, as required.

Sincerely,

BOB WATSON  
Director

RECOMMENDED:

SUSAN A. MAURIELLO  
County Administrative Officer

Attachment: Agreement and ADM-29

cc: County Administrative Office  
Auditor-Controller  
MKM General Engineering Contractors

County Counsel  
General Services Department

COUNTY OF SANTA CRUZ  
REQUEST FOR APPROVAL OF AGREEMENT

0108

Vendor 113885

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

FROM: General Services (Dept.)  
B. Davis (Signature) 11-29-00 (Date)

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

- Said agreement is between the COUNTY OF SANTA CRUZ (Agency) and MKM General Engineering Contractors, P.O. Box 2290, Cupertino, CA 95015 (Name & Address)
- The agreement will provide for the installation of approximately 225 ft. of 4" CPU conduit connecting a new overset box to an existing service box, including concrete walkway removal and replacement and tree root pruning. #00C1-007
- The agreement is needed as the work can be performed most expeditiously by contract
- Period of the agreement is from Board Approval to June 30, 2001
- Anticipated cost is \$ 15,950 (Fixed amount; Monthly rate; Not to exceed)
- Remarks: \$14,500 Contract + \$1,450 Contingency = \$15,950 Total
- Appropriations are budgeted in 191050 Q10026 (Index#) 6610 (Subobject)

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

Appropriations are available and have been encumbered. Contract No. Co 02313 Date 11-30-00  
are not available and will be encumbered.

GARY A. KNUTSON, Auditor - Controller  
By P. Silbaugh Deputy.

Proposed reviewed and approved. It is recommended that the Board of Supervisors approve the agreement and authorize the General Services Dept to execute the same on behalf of the County of Santa Cruz (Agency).  
County Administrative Officer

Remarks: \_\_\_\_\_ (Analyst) By [Signature] Date 12/1/00

Agreement approved as to form. Date \_\_\_\_\_

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

To Orig. Dept. if rejected.

38 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 December, 2000, by and between **MM GENERAL ENGINEERING CONTRACTORS** 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 **ISD UNDERGROUND CONDUIT TRENCHING** 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 **forty-five (45) 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: ISD UNDERGROUND CONDUIT TRENCHING
  - d. Plans entitled: ISD UNDERGROUND CONDUIT TRENCHING
  - 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
  - l. Addendum
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 \$ 14,500.
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.

MM General Engineerins Contractors  
Contractor Name

BY \_\_\_\_\_

Title \_\_\_\_\_

ATTEST:

COUNTY OF SANTA CRUZ

\_\_\_\_\_  
Clerk, Board of Supervisors  
Department

BY \_\_\_\_\_  
Director, General Services

APPROVED AS TO FORM

\_\_\_\_\_  
County Counsel

\_\_\_\_\_  
Date