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# County of Santa Cruz

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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

January 25, 2001

AGENDA: February 6, 2001

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

RECOMMENDATION OF AWARD FOR REMODELS AT MAIL JAIL AND ROUNTREE  
#00C I-008

Dear Members of the Board:

At the January 9, 2001 Board meeting, bids were received for the remodel of the booking area, cafeteria, and various officers stations at the Main Jail in Santa Cruz and Rountree Lane Detention Facility in Watsonville. Your Board directed the General Services Department to review bids and return on or before February 6, 2001 with a recommendation of award. As directed, the bids received have been reviewed and the General Services Department recommends awarding the contract to Bustichi Construction Co., Inc. in the amount of \$79,129.

In order to complete the financing for this project, it is necessary to accept unanticipated revenue into the Plant Budget from the Supplemental Law Enforcement Service Funds (SLESF) and Criminal Justice Construction Funds (CJCF) in the amount of \$87,042 and cancel estimated revenues and appropriations in the General Services Building Maintenance Budget, Index 333100 in the amount of \$6,000. With this action, sufficient funds will be available in the Plant Budget, Index 1911 IO/Q74001 and Index 191120/Q17022, Sub Object 6610 for this project.

It is therefore RECOMMENDED that your Board:

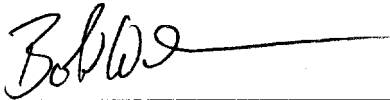
1. Adopt the attached resolution accepting unanticipated revenue in the amount of \$87,042 and appropriate the funds into the Plant Budget 1911 IO/Q74001 and 191120/Q17022, Sub Object 6610;
2. Adopt the attached resolution in the amount of \$6,000 canceling estimated revenues and appropriations as described in the attached AUD 61;

Board of Supervisors  
AGENDA: February 6, 2001  
Remodels @ Main Jail & Rountree  
Page Two

3. Award a contract to Bustichi Construction Co., Inc. in the amount of \$79,129 for the remodel of the Main Jail and the Rountree Lane Detention Facility project;
4. Authorize the General Services Director to notify the contractor and sign the contract agreements and association documents on behalf of your Board; and,
5. Authorize the Director of General Services to approve change orders up to \$7,913 in addition to the contract amount, as required.

Sincerely,

RECOMMENDED:



BOB WATSON  
Director



SUSAN A. MAURIELLO  
County Administrative Officer

BW:BD:mc

Attachments: ADM-29, AUD-60, AUD-61

cc: County Administrative Office  
County Counsel  
Auditor-Controller  
Sheriffs-Detention  
General Services Department  
General Services - Fiscal  
Bustichi Construction Co., Inc.

COUNTY OF SANTA CRUZ  
REQUEST FOR APPROVAL OF AGREEMENT

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

FROM: General Services (Dept.)  
B. Davis (Signature) 1-25-01 (Date)

0073

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 BUSTICHI CONSTRUCTION CO., INC., 48 Mt. Hermon Rd., Scotts Valley CA 95066 (Name & Address)
- The agreement will provide remodels at the Main Jail in Santa Cruz and Rountree Lane Detention Facility in Watsonville #00C1-008
- The agreement is needed as the work can be completed more expeditiously by contract.
- Period of the agreement is from Board Approval to June 30, 2001
- Anticipated cost is \$ 87,042 (Fixed amount; Monthly rate; Not to exceed)
- Rerrarks: Contract \$79,129 + Contingency \$7,913 = Total \$87,042
- Appropriations are budgeted in 191110 / Q74001 \$27,000 (Index#) 6610 (Subobj ect) 1 9 1 1 2 0 / Q17022 \$60,042

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

Appropriations are available and will be encumbered. Contract No. Co 02344 Date 1-26-01  
GARY A. KNUTSON, Auditor - Controller  
By P. S. Waugh Deputy.

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

Remarks: \_\_\_\_\_ (Analyst) By [Signature] Date 1/29/01

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.

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

15

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

0074

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 ~~Supplemental Law Enforcement Service Funds\*~~ for Remodels @ 259 Water & 90 Rountree program; and  
(SLESF)\*and Criminal Justice Construction Funds (CJCF)\*\*

WHEREAS, the County is recipient of funds in the amount of \$ . 87,042,  
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 \$87,042 into

Department Plant Acquisition Funds - Main Jail and Medium Security Facility

TIC	Index Number	Revenue Subobject Number	Account Name	Amount
001	191110	0883/Q74001	State SLESF*	\$21,000
001	191110	0382/Q74001	Fines CJCF**	6,000
001	191120	0883/Q17022	State SLESF*	60,042

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

TIC	Index Number	Expenditure Subobject Number	PRJ/UCD	Account Name	Amount
021	191110	6610	474001	Structures & Improvement:	\$27,000
021	191120	6610	Q17022	Structures & Improvements	60,042

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 Bob Watson  
BOB WATSON Department Head

Date 1/26/01

**15**

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:

#191110/20  
APPROVED AS TO ACCOUNTING DETAIL:

Harry A. Oberkromm  
County Counsel

P. S. Blough 1/26/01  
Auditor-Controller

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

0076

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 CANCELING ESTIMATED REVENUES AND APPROPRIATIONS

WHEREAS, the Board of Supervisors of the County of Santa Cruz adopted by resolution certain estimated revenues and appropriations for the final budget; and

WHEREAS, certain of the estimated revenues will now not be realized; and

WHEREAS, pursuant to Government Code Section 29126.1, the Board of Supervisors may cancel any unused appropriation in whole or in part upon determining that the source of funding will be unrealized in whole or in part;

NOW, THEREFORE, BE IT RESOLVED AND ORDERED that the Auditor-Controller cancel estimated revenues in the amount of \$6,000 in

Department General Services Building Maintenance

T/C	Index Number	Revenue Subobject Number	Account Name	Amount
302	333100	0382	Fines - Criminal Justice Construction Fund	\$ 6,000

and that appropriation be cancelled as follows:

T / C	Index Number	Expenditure Subobject Number	PRJ/UCD	Account Name	Amount
022	333100	3405	----	Maintenance projects under \$25,000	\$ 6,000

DEPARTMENT HEAD I hereby certify that the fiscal provisions have been researched and are sufficient to allow entering in the County records.

BY Bob Watson  
BOB WATSON Department Head

Date 1-26-01

**15**

COUNTY ADMINISTRATIVE OFFICER

Recommended to Board *CH*

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\_\_\_\_ ty the following vote (requires three-fifths vote for approval):

AYES: SUPERVISORS

NOES: SUPERVISORS

ABSENT: SUPERVISORS

\_\_\_\_\_  
Chairperson of the Board

ATTEST:

\_\_\_\_\_  
Clerk of the Board

APPROVED AS TO FORM:

*Rafael Garcia*  
County Counsel

# 333100-0382  
APPROVED AS TO ACCOUNTING DETAIL:

*P. S. Blough 1-26-01*  
Auditor-Controller

Distribution:

- Auditor-Controller
- County Council
- County Administrative Officer
- Originating Department

Agreement No. CO 02344A G R E E M E N T

This Agreement, made and concluded this 6th day of February, 2001 by and between BUSTICHI CONSTRUCTION CO., INC., 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 REMODELS AT MAIN JAIL & 90 ROUNTREE 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 one hundred twenty (120) 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. CO 02344

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: REMODELS AT MAIN JAIL & 90 ROUNTREE
  - d. Plans entitled: REMODELS AT MAIN JAIL & 90 ROUNTREE
  - 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 \$ 79,129.00.
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

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.

BUSTICHI CONSTRUCTION CO., INC.  
Contractor Name

By \_\_\_\_\_

Title \_\_\_\_\_

ATTEST:

COUNTY OF SANTA CRUZ

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

By \_\_\_\_\_  
Director, General Services

APPROVED AS TO FORM:

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

\_\_\_\_\_  
Date