



# County of Santa Cruz 0055

## GENERAL SERVICES DEPARTMENT

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

(831) 464-2718 FAX: (831) 454-2710 TDD: (831) 464-2123

BOB WATSON, DIRECTOR

April 27, 2001

AGENDA: May 8, 2001

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

Recommendation of Award: 1400 Emeline Emergency Power Upgrade #00C1-018

Members of the Board:

At your April 24, 2001 Board meeting, bids were received for the 1400 Emeline Emergency Power Upgrade project. Your Board directed the General Services Department to review bids and return on or before May 22, 2001 with a recommendation of award.

As directed, the bids received have been reviewed and we are confident that the lowest bidder, JR Zar, with a bid of \$19,500 can accomplish the work to the County's satisfaction.

Sufficient funds are available in the Plant Acquisition Budget, Index 191023, Sub Object 6610, User Code Q44005 including a ten (10) per cent contingency.

It is therefore RECOMMENDED that your Board:

1. Award a contract to JR Zar in the amount of \$19,500 for the 1400 Emeline Emergency Power Upgrade;
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 General Services Director to approve change orders and encumber \$1,950 in addition to the contract amount to cover change order expenditures, as required.

Very truly yours,

BOB WATSON  
General Services Director

RECOMMENDED:

SUSAN A. MAURIELLO  
County Administrative Officer

BW: NCG:sd

Attachments: ADM-29; Agreement  
cc: Auditor-Controller; Health Services Agency; General Services Department

COUNTY OF SANTA CRUZ

REQUEST FOR APPROVAL OF AGREEMENT

0056

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

FROM: General Services (Dept.)

(Signature) (Date) 4/27/01

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, JR Zar, P.O. box 1282, Aptos CA 95001 (Name & Address)

2. The agreement will provide 1400 Emeline Emergency Power Upgrade Project

3. The agreement is as work can be completed more expeditiously by contract

4. Period of the agreement is from Board Approval to June 30, 2001

5. Anticipated cost is \$ 21,450 (Fixed amount; Monthly rate; Not to exceed)

6. Remarks: Original Contract \$19,500 + contingencies \$1,950 Total \$21,450

7. Appropriations are budgeted in 191023/Q44005 (Index#) 6610 (Subobject)

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

Appropriations are available and have been encumbered. Contract No. 02406 Date 4-30-01

GARY A. KNUTSON, Auditor - Controller
By (Signature) Deputy.

Proposal reviewed and approved. It is recommended that the Board of Supervisors approve the agreement and authorize the Dept of Gen Servs to execute the same on behalf of the County of Santa Cruz (Agency).

Remarks: (Analyst) BY (Signature) Date 4/29/01

Agreement approved as to form. Date

Distribution:

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

\*To Orig. Dept. if rejected.

Slate of California )
County of Santa Cruz ) 33

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

BY (Signature) Deputy Clerk

Agreement No. \_\_\_\_\_

A G R E E M E N T

This Agreement, made and concluded this 8th day of May,  
 2001, by and between JR Zar, 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 1400 EMELINE EMERGENCY POWER UPGRADE 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-two (42) 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: 1400 EMELINE EMERGENCY POWER UPGRADE
  - d. Plans entitled: 1400 EMELINE EMERGENCY POWER UPGRADE
  - 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 \$ 19,500
  
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

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.

JR Zar

\_\_\_\_\_  
Contractor Name

By \_\_\_\_\_

Title \_\_\_\_\_

ATTEST:

COUNTY OF SANTA CRUZ

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

By \_\_\_\_\_

APPROVED AS TO FORM:

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

\_\_\_\_\_  
Date