



County of, Santa Cruz

GENERAL SERVICES DEPARTMENT

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

(631) 454-2716 FAX: (631) 454-2710 TDD: (631) 454-2123

BOB WATSON, DIRECTOR

May 2, 2001

AGENDA: May 22, 2001

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

Recommendation of Award: Re-roof of 100 Rountree Lane #00C1-016

Members of the Board:

At your May 1, 2001 Board meeting, bids were received for the Re-roof of 100 Rountree Lane 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, Bustichi Construction, Inc., with a bid of \$189,940 can accomplish the work to the County's satisfaction. Sufficient funds are available in the Plant Acquisition Budget, Index 191144, Sub Object 6610, User Code Q75004 including a ten (10) per cent contingency.

It is therefore RECOMMENDED that your Board:

1. Award a contract to Bustichi Construction, Inc., in the amount of \$189,940 for the Re-roof of 100 Rountree Lane;
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 \$18,994 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

Attachments: ADM-29; Agreement
cc: Auditor-Controller; Sheriff's Office; General Services Department
file /roa016

GENERAL SERVICES DEPARTMENT
COUNTY OF SANTA CRUZ
STATE OF CALIFORNIA

CONTRACT No. _____

THIS AGREEMENT, made and concluded, this 22nd____ day of 2001,_____ between the COUNTY OF SANTA CRUZ, hereinafter called COUNTY, and __Bustichi Construction, Inc.,_____ hereinafter called CONTRACTOR.

ARTICLE I. 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:

CONTRACTOR agrees with COUNTY, at the Contractor's own proper cost and expense, to do all the work and furnish all the labor, materials, equipment, and all utility and transportation services, necessary to construct and complete in a good, professional and substantial manner and to the satisfaction of the General Services Department, Re-roof of 100 Rountree

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 seventy-five (75) calendar days from the date of said "Notice to Proceed." The work to be done is shown upon plans entitled "RE-ROOF 100 ROUNTREE," approved May 22, 2001, which said project plans are hereby made a part of this contract.

ARTICLE II. COUNTY hereby promises and agrees with CONTRACTOR to employ, and does hereby employ, CONTRACTOR to provide the materials and to do the work according to the terms and conditions herein contained and referred to, for the sum of \$ 189,940, subject to additions and deductions as provided therein, and hereby contracts to pay the same at the time, in the manner and upon the conditions herein set forth; and the said parties for themselves, their heirs, executors, administrators, successors and assigns, do hereby agree to the full performance of the covenants herein contained.

ARTICLE III. The statement of prevailing wages appearing in the General Prevailing Wage Rates is hereby specifically referred to and by this reference is made a part of this contract. It is further expressly agreed by and between the parties hereto that should there be any conflict between the terms of this instrument and the bid or proposal of said CONTRACTOR, then this instrument shall control and nothing herein shall be considered as an acceptance of the said terms of said proposal conflicting herewith.

ARTICLE IV. CONTRACTOR and COUNTY have reviewed and considered the principal test and secondary factors below and agree the 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. By my signature hereunder, as CONTRACTOR, I certify that I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the

performance of the work of this contract. 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 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.

ARTICLE V. 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 of hereof by reference thereto: (a) This Agreement and Guarantees; (b) Notice to Bidders, inviting sealed proposals; (c) Specifications entitled: RE-ROOF OF 100 ROUNTREE; (d) Plans entitled: RE-ROOF OF 100 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.

ARTICLE VI. CONTRACTOR agrees to receive and accept the sum of \$189,940, subject to additions and deductions as provided therein, as full compensation for furnishing all materials and for doing all the work contemplated and embraced in this agreement; also for all loss or damage, arising out of the nature of the work aforesaid, or from the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work until its acceptance by the COUNTY, and for all risks of every description connected with the work; also for all expenses incurred by or in consequence of the suspension or discontinuance of work and for well and faithfully completing the work, and the whole thereof, in the manner and according to the plans and specifications, and the requirements of the Engineer.

ARTICLE VII. COUNTY CODE SECTION 2.37.107 TROPICAL WOOD, 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 non-responsive. 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 percent (5%) 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.

ARTICLE VIII. EQUAL EMPLOYMENT OPPORTUNITY. During the performance of this agreement, CONTRACTOR agrees as follows:

(1) During the performance of this contract, contractor and its subcontractors shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical disability, medical condition (cancer related), marital status, pregnancy, age (over 18), sex, sexual orientation, veteran's status or any other non-merit factor unrelated to job duties. Contractors and Subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination. 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.

(2) The contractor shall, in all solicitation 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, pregnancy, sex, sexual orientation, age (over 18), veteran status, or any other non-merit factor unrelated to job duties.

(3) This contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the contract.

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: _____

FIRM

Date: _____ By: _____

COUNTY OF SANTA CRUZ

Date: _____ By: _____

GENERAL SERVICES DIRECTOR

ATTEST:

Approved as to form:

CLERK, BOARD OF SUPERVISORS

County Counsel

Date

Approved as to Insurances:

Risk Management

Date

COUNTY OF SANTA CRUZ
REQUEST FOR APPROVAL OF AGREEMENT

0073

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

FROM: General Services (Dept.)
BOTW (Signature) 5-8-01 (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 Bustichi Construction, Inc., 48 Mt. Hermon Rd., Scotts Valley, Ca 95066 (Name & Address)
2. The agreement will provide Re-roof of 100 Rountree Lane #00C1-016
3. The agreement is needed as the work can be completed more expeditiously by contract.
4. Period of the agreement is from Board Approval to July 30-2001
5. Anticipated cost is \$ 208,934 (Fixed amount; Monthly rate; Not to exceed)
6. Remarks: original contract = 189,940 + contingencies = \$18,994 = Total Contract of \$208,934
7. Appropriations are budgeted in 191144/075004 (Index#) 6610 (Subobject)

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

Appropriations available and have been encumbered. Contract No. 02415 Date 5-11-01
are not will be

GARY A. KNUTSON, Auditor - Controller

By T. Silbaugh Deputy.

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

(Agency).

County Administrative Officer

Remarks:

(Analyst)

By Paul G. Giff Date 5/14/01

Agreement approved as to form. Date _____

Distribution:

Bd. of Supv. - White
Auditor-Controller - Blue
County Counsel - Pink
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