



County of Santa Cruz

0061

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

August 14, 2001

AGENDA: August 28, 2001

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

RECOMMENDATION OF AWARD FOR REPLACEMENT OF HVAC UNIT AT THE MAIN JAIL FACILITY #00C 1-020

Members of the Board:

At your August 7, 2001 Board meeting, bids were received for the replacement of the heating and air conditioning unit located within the Sheriff's Main Jail administration and courtroom area. Your Board directed the General Services Department to review bids and return on or before August 28th 2001 with a recommendation of award. As directed, the bids received have been reviewed and we believe that the lowest bidder, Airtec Service, with a bid of \$111,614 can accomplish the work to the County's satisfaction. Sufficient funds are available in the Plant Budget, Index 191120, Sub Object 6610, User Code Q17014 including a ten (10) per cent contingency.

It is therefore RECOMMENDED that your Board:

1. Award a contract to Airtec Service in the amount of \$111,614 for the Replacement of the HVAC Unit at the Main Jail Administration and Court Areas;
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 \$11,161 in addition to the contract amount to cover change order expenditures, as required.

Sincerely,

Bob Watson
Director

RECOMMENDED:

Susan Mauriello
County Administrative Officer

GENERAL SERVICES DEPARTMENT
 COUNTY OF SANTA CRUZ
 STATE OF CALIFORNIA

CONTRACT No. _____

THIS AGREEMENT is entered into, this 28th day of August, by and between the COUNTY OF SANTA CRUZ, hereinafter called COUNTY, and Airtec Service 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 COUNTY, the Replacement Of HVAC Unit At The Main Jail project 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 the Contractor's Proposal, therfor, on file in the Office of the County Clerk.

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 ninety-six (96) calendar days from the date of said "Notice to Proceed."

The work to be done is shown upon plans entitled "Replacement of HVAC Unit For The Main Jail approved June 26th, 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. 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.

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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; (b) Guarantees; (c) Notice to Bidders, inviting sealed proposals; (d) Specifications entitled: Replacement Of HVAC Unit For The Main Jail; (e) Plans entitled: Santa Cruz County Adult detention Facility HVAC Replacement; (f) Bidder's Bond; (g) Accepted Proposal; (h) Performance Bond; (i) Payment Bond; (j) Certificate of Worker's Compensation Insurance; (k) Certificate of General Liability Insurance; (l) Certificate of Auto Liability Insurance.

ARTICLE VI. CONTRACTOR agrees to receive and accept the sum of \$ 111,614, subject to additions and deductions, as approved by the COUNTY, 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. INDEMNIFICATION FOR DAMAGES, TAXES AND CONTRIBUTIONS. CONTRACTOR shall exonerate, indemnify, defend, and hold harmless COUNTY (which shall include, without limitation, its officers, agents, employees and volunteers) from and against:

(1) 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), or property(ies) of CONTRACTOR and third persons.

(2) Any and all Federal, State and Local taxes, charges, fees, or contributions required to be paid with respect to CONTRACTOR and CONTRACTOR'S officers, employees, and agents engaged in the performance of this Agreement (including, without limitation, unemployment insurance, social security, and payroll tax withholding.)

ARTICLE VIII. 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 IX. 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, notices setting forth the provisions of this non-discrimination clause.

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

IN WITNESS WHEREOF, COUNTY has caused these presents to be executed by its officers thereunto duly authorized and CONTRACTOR has subscribed same.

CONTRACTOR (FIRM):

Date: _____ By: _____

ATTEST:

COUNTY OF SANTA CRUZ

Date: _____ By: _____

CLERK, BOARD OF SUPERVISORS

Approved as to Insurances:

Approved as to form:

Risk Management Date

County Counsel Date

Agreement No. _____

GUARANTY

TO THE COUNTY OF SANTA CRUZ

The undersigned, as prime Contractor, guarantees the construction and installation of the following work included in this project:

PROJECT NAME Replacement of HVAC Unit For Main Jail

Should any of the materials or equipment prove defective, due to faulty workmanship, material furnished or methods of installation or should the work or any part thereof fail to operate properly as originally intended and in accordance with the plans and specifications, due to any of the above causes, all within one (1) year after the date on which this contract work is accepted by the County, the undersigned agrees to reimburse the County, upon demand, for County's expenses incurred in restoring said work to the condition contemplated in said project, including the cost of any such equipment or materials replaced and the cost of removing and replacing any other work necessary to make such replacement or repairs, or, upon demand by the County, to replace any such material and to repair said work completely without cost to the County so that said work will function successfully as originally contemplated. (Ordinary wear and tear and unusual abuse or neglect excepted.)

The County shall have the unqualified option to make any needed replacement or repairs itself or to have such replacements or repairs done by the undersigned. In the event the County elects to have said work performed by the undersigned, the undersigned agrees that the repairs shall be made and such materials as are necessary shall be furnished and installed within a reasonable time after the receipt of demand from the County. If the undersigned shall fail or refuse to comply with his obligations under this guaranty, the County shall be entitled to all costs and expenses, including attorney's fees, reasonably incurred by reason of said failure or refusal.

Contractor, Name and Address

Date

By _____
Signature of Principal

frmbid01
Revised: 11-03-94

COUNTY OF SANTA CRUZ
REQUEST FOR APPROVAL OF AGREEMENT

0066

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

FROM: General Services (Dept.)
Mauger (Signature) 8/15/01 (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 Airtec Service, 201 WalkerSt., Watsonville, CA (Name & Address)
- The agreement will provide replacement of the HVAC unit at the County Main Jail Facility.
- The agreement is needed as this work can be performed most expeditiously by contract.
- Period of the agreement is from August 28, 2001 to June 30, 2002
- Anticipated cost is \$ 122,775 (Fixed amount; Monthly rate; Not to exceed)
- Remarks: Original contract of \$111,614 plus an additional \$11,161 in contingencies.
Total is \$122,775.
- Appropriations are budgeted in 191120/Q17014 (Index#) 6610 (Subobject)

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

Appropriations are available and will be encumbered. Contract No. 12580 Date 8/17/01
GARY A. KNUTSON, Auditor - Controller
By Adm J. Velaz Deputy.

Proposal 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 CTH Date 8/17/01

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.

AJM - 29 (6/95) **18**

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