



County of Santa Cruz

0051

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

September 13, 2001

AGENDA: September 25, 2001

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

RECOMMENDATION OF AWARD FOR EMELINE COMPLEX BUILDINGS REPAINT PROJECT #00C1-005

Members of the Board:

At your August 7, 2001 Board meeting, bids were received for the repainting of County facilities located within the Emeline Avenue complex. As you may recall, all bids received for this project were significantly above the estimated cost. After review, General Services staff determined that the original estimated cost for this project was too low. On August 28, 2001 and again on September 18, 2001, your Board approved the deferral of a bid award for this project in order to provide time for General Services staff to identify additional funding sources for this project.

\$64,000 was initially budgeted in FY 01/02 for this project, with financing provided by the Human Resources Agency and rebudgeted Plant Project funds. Working closely with the Health Services Agency we have identified an additional \$67,604, bringing the total financing for this project to \$131,604.

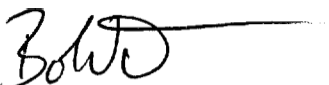
At this time we wish to proceed with the recommendation of an award for the Emeline Complex Building Repaint Project. We believe that the lowest bidder, Webb's Painting, with a bid of \$119,640 can accomplish the work to the County's satisfaction. Sufficient funds will be available in the Plant Budget, Index 191065, Sub Object 6610, User Code Q39003 including a ten (10) per cent contingency, with the adoption of the fiscal actions described in the following recommendations.

It is therefore RECOMMENDED that your Board:

1. Adopt the attached resolution accepting and appropriating unanticipated revenue in the amount of \$67,604;
2. Award a contract to Webb's Painting Company in the amount of \$119,640 for the Emeline Complex Building repaint Project;

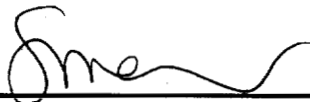
3. Authorize the General Services Director to notify the contractor and sign the contract agreements and associated documents on behalf of your Board; and
4. Authorize the Director of General Services to approve change orders and encumber \$11,964 in addition to the contract amount to cover change order expenditures, as required.

Sincerely,



Bob Watson
Director

RECOMMENDED:



Susan Mauriello
County Administrative Officer

cc: Auditor Controller
General Services Department
Human Resources Agency
Health Services Agency

P:\HOME\Gsd013\MyFiles\recommendation of award\emeline repaint 2001.wpd

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

0053

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 the Health Services Agency for Emeline Complex Repaint Project program; and

WHEREAS, the County is recipient of funds in the amount of \$ 67,604 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 \$ 67,604 into

Department Capital Projects- Emeline Complex Repaint Project

<i>TIC</i>	Index Number	Revenue Subobject, Number	Account Name	Amount
001	191065	2367-Q 39003	Contributions From Other Agencies	\$67,604

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

<i>TIC</i>	Index Number	Expenditure Subobject Number	PRJ/UCD	Account Name	Amount
021	191065	6610	Q39003	Structures & Improvement;	\$67,604

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 Bold
Department Head

Date 9-13-01

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: SUPERVISORS

NOES: SUPERVISORS

ABSENT: SUPERVISORS

Chairperson of the Board

ATTEST:

Clerk of the Board

APPROVED AS TO FORM:

Harry A. Oberhelman III
County Counsel

APPROVED AS TO ACCOUNTING DETAIL:

Anthony V. Velez 9/14/01
Auditor-Controller

Distribution:

Auditor-Controller
County Counsel
County Administrative Officer
Originating Department

GENERAL SERVICES DEPARTMENT
COUNTY OF SANTA CRUZ
STATE OF CALIFORNIA

CONTRACT No. _____

THIS AGREEMENT is entered into, this 25th day of September, by and between the COUNTY OF SANTA CRUZ, hereinafter called COUNTY, and Webb's Painting Company, 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 Emeline Complex Buildings Re-paint 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, therefore, 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 forty-five (45) calendar days from the date of said "Notice to Proceed."

The work to be done is shown upon plans entitled "Construction Documents For Emeline Complex Buildings Re-paint Project", 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

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; (b) Guarantees; (c) Notice to Bidders, inviting sealed proposals; (d) Specifications entitled: Construction Documents For Emeline Complex Buildinns Repaint Project; (e) Plans entitled: Construction Documents For Emeline Complex Repaint Project; (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 \$119,640, 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

COUNTY OF SANTA CRUZ
REQUEST FOR APPROVAL OF AGREEMENT

0058

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

FROM: General Services (Dept.)
BLO (Signature) 9-13-01 (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 Webb's Painting Company, P.O. Box 3487, Salinas, CA 93912 (Name & Address)
2. The agreement will provide painting services in connection with the Emeline Complex Repaint Project.
3. The agreement is needed because this service can be performed most expeditiously by contract.
4. Period of the agreement is from September 25, 2001 to June 30, 2002
5. Anticipated cost is \$ 131,604 (Fixed amount; Monthly rate; Not to exceed)
6. Remarks: Original contract of 119,640 plus additional \$11,964 in contingencies.
7. Appropriations will be budgeted in 191065/C39003 (Index#) 6610 (Subobject)

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

Appropriations are available and have been encumbered.

Contract No. 12599 Date 9/14/01
GARY A. KNUTSON, Auditor - Controller
By Adm. J. Velazquez 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).

Remarks:

By [Signature] Date 9/14/01
County Administrative Officer

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.

ADM - 29 (6/95)

21

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 _____ 19____ By _____ County Administrative Officer
Deputy Clerk