

County of Santa Cruz

GENERAL SERVICES DEPARTMENT 701 OCEAN STREET, SUITE 330, SANTA CRUZ, CA 95060-4073 (831)454-2210 FAX: (831)454-2710 TDD: (831) 454-2123 BOB WATSON, DIRECTOR

AGENDA: March 5,2002

February 19, 2002

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

Recommendation & Award: Redevelopment Fifth Floor, Room 510 Remodel

Members of the Board:

At your February 12, 2002 Board meeting, bids were received for the Redevelopment Fifth Floor, Room 510 Remodel Project. Your Board directed the General Services Department to review bids and return on or before March 5, 2002 with a recommendation of award.

As directed, the bids received have been reviewed and we are confident that the lowest bidder, Slatter Consfruction, with a bid of \$111,000 can accomplish the work to the County's satisfaction. Sufficient funds will be available, upon your adoption of the attached resolution, in the Plant Budget, Index 191050, Sub Object 6610, User Code Q10064 including a ten (10) per cent contingency and overhead cost which will be billed based upon actual expenditures.

It is therefore RECOMMENDED that your Board:

- 1. Adopt the attached Resolution accepting and appropriating unanticipated revenue from the Santa Cruz County Redevelopment Agency in the amount of \$131,868 to finance the construction, contingency and overhead costs of the Redevelopment Fifth Floor, Room 510 Remodel Project.
- 2. Award a contract to Slatter Construction, in the amount of \$ 111,000 for the Redevelopment Fifth Floor, Room 510 Remodel Project;
- 3. Authorize the General Services Director to notify the contractor and sign the contract agreement and associated documents on behalf of your Board; and
- **4.** Authorize the General Services Director to approve change orders and encumber \$11,100 in addition to the contract amount to cover change order expenditures, as required.

Very truly yours,

BOB WATSON General Services Director

cc: Auditor-Controller General Services Department Redevelopment Agency Slatter Construction **RECOMMENDED:**

SUSAN A. MAURIELLO, County Administrative Officer

Attachments: ADM-29; Agreement, Resolution-AUD60

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 ACCEPTING UNANTICIPATED REVENUE

Whereas, the County of Santa Cruz is a recipient of funds from <u>Santa Cruz County</u>Redevelopment Agencyfor Redevelopment Fifth Floor Remodel program; and

WHEREAS, the County is recipient of funds in the amount of $_131_{,868}$ 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 four-fifths vote of the Board of Supervisors;

NOW, THEREFORE, BE IT RESOLVED AND ORDERED that the Santa Cruz County Auditor-Controller accept funds in the amount of <u>\$ 131,868</u> into Department <u>General Services</u>

TIC	Index Number	Revenue Subobiect Number	Account Name	Amount
001	191050	2462/Q10064	Operating Transfers-I	n \$131,868

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

TIC	<u>Index Number</u>	Expenditure Subobiect Number	PRJ/UCD	Account Name	Amount
021	191050	6610	Q10064	Structures &	\$131,868
				Improvements	

DEPARTMENT HEAD I hereby certify that the fiscal provisions have been researched and that the Revenue(s) (has been) (will be) recieved within the current fiscal year.

Department Head

AUD60 (Rev 12/97)

001**9**

COUNTY ADMINISTRATIVE OFFICER

/ 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:					
Hame a- Obe	lelmon FR				
<u>Jamy a- Ohe</u> County Counsel	12/14/97				

APPROVED AS'	TO ACCOU	NTING	DETAIL:
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Auditor-Control	ler		
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Distribution: Auditor-Controller County Counsel County Administrative Officer Originating Department

AUD60 (REV 12/97)

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Page **2 of 2**

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CONTRACT No.

THIS AGREEMENT is entered into, this <u>5th</u> day of <u>March</u>, 2002 by and between the COUNTY OF SANTA CRUZ, hereinafter called COUNTY, and <u>Slatter Construction</u> 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 <u>Redevelopment Fifth Floor, Room 510 Remodel project</u> 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 <u>ten (10) calendar days</u> after receiving the "Notice to Proceed" and shall diligently prosecute the same to completion before the expiration of <u>90</u> calendar days from the date of said "Notice to Proceed."

The work to be done is shown upon plans entitled "<u>Redevelopment Fifth Floor, Room 510</u> <u>Remodel</u>, approved <u>January 8</u>, 2002, 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.

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: <u>Redevelopment Fifth Floor, Room 510 Remodel</u>; (e) Plans entitled: <u>Redevelopment Fifth Floor, Room 510 Remodel</u>; (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 \$<u>111.000</u>, 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. <u>COUNTY CODE SECTION 2.37.107 TROPICAL WOOD</u> 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.</u>

ARTICLE IX. <u>EOUAL EMPLOYMENT OPPORTUNITY</u>. 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

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IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(les) must be endorabed. A statement on this certificate does not conter rights to the certificate holder in liou of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A attement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or after the coverage afforded by the policies listed thereon.

ACORD 25-5 (707)2 OF 2 #5371158/M367957



P.O. BOX 807, SAN FRANCISCO,CA 94101-0807

CERTIFICATE OF WORKERS COMPENSATION INSURANCE

ISSUE DATE: 10-01-01

POLICY NUMBER: 571-01 UNIT OCO8848 CERTIFICATE EXPIRES: 10-01-02

0028

COUNTY OF SANTA CRUZ ATTN BUILDING DEPARTMENT 701 OCEAN STREET SANTA CRUZ CA 95060

This is to certify that we have issued a valid Workers' Compensation insurance policy in a form approved by the California Insurance Commissioner to the employer named below for the policy period indicated

This policy is not subject to cancellation by the Fund except upon 30 days' advance written notice to the employer.

We will also give you 30 days' advance' notice should this policy be cancelled prior to its normal expiration.

This certificate of insurance is not an insurance policy and does not amend, extend or alter the coverage afforded by the policies listed herein. Notwithstanding any requirement, term, or condition of any contract or other document with respect to which this certificate of insurance may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies.

PRESIDENT

EMPLOYER'S LIABILITY LIMIT INCLUDING DEFENSE COSTS: \$1,000,000.00 PER OCCURRENCE

ENDORSEMENT #2085 ENTITLED CERTIFICATE HOLDERS' NOTICE EFFECTIVE 10/01/01 IS ATTACHED TO AND FORMS A PART OF THIS POLICY.

EMPLOYER.

SLATTER CONSTRUCTION, INC 126 FERN ST SANTA CRUZ CA 95060 LEGAL NAME

SLATTER CONSTRUCTION, INC

THIS DOCUMENT HAS A BLUE PATTERNED BACKGROUND

TO: Board of Supervisors County Administrative Office Auditor Controller FRCM General Services (Department) Structure certifies that appropriations/revenues are available ACREEMENT TYPE (Creak One) Expenditure Agreement Revenue Agreement The Board of Supervisors is hereby requested to approve the attacted agreement and autionize the execution of sare. (Department/Agrency) and Statter Construction, 126 Pern St., Santa Cruz, CA 95060 (Name/Address) 2. The agreement will provide contractor services for the Redevelopment Fifth Floor, Room 510 Remodel (Department/Agrency) a. Feriod of the agreement is from March 5, 2002 to persistent completion Annual Rate Notice Exceed B. Feriod of the agreement will provide contractor services for the Redevelopment Fifth Floor, Room 510 Remodel (Department/Agrency) B. Feriod of the agreement sist from March 5, 2002 to persistent (Room) Rate Notice Exceed Remarks: Project bid of \$111,000 plus 10% contraction: GR {1 ⁴ Time Agreement 6. Appropriations/Revenues are available and are budgeted in 191050 (Index) 6510 (Sub object) Nottra: FRACM will be enclared by the County Arabitic Bard of Supervisors approve the agreement and authorize (Department/Agreency) B. Section II Not Reverue Agreement Contr			REG	COUNTY C)F SANTA C PROVAL OF		IENT	0029	
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Appropriations are not have been encumbered. Contract No: 12723 Appropriations are not will be encumbered. By: 4000 By: 4000 By: 4000 By: 4000 Date: 02/22/02 Date: 02/22/02 Proposal and accounting detail reviewed and approved. It is recommended that the Board of Supervisors approve the agreement and authorize (Dept/Agency Head) to execute on behalf of the Date: 21/22/07 By: 6000 (Dept/Agency Head) to execute on behalf of the Date: 21/22/07 By: 6000 (Department/Agency) Date: 21/22/07 By: 6000 County of Santa Guz County of Santa Guz 10/2000 County of Santa Guz 10/2000 I 20 ADM - 29 (8/01) By: Deputy Clerk 20 ADM - 29 (8/01) By: Deputy Clerk 10/3618 20 20 ADM - 29 (8/01) By: Deputy	6. A	opropriations/Revenu	es are available and	d are budgeted in 19	91050		_ (Index)	6610	(Sub object)
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	Appro	opriations av	vailable and	encumbered.	By:	Karle	2723 V Deputy	Date:O	2/22/02
Date:	Prop	osal and accounting d	letail reviewed and	approved. It is recom	mended that the	e Board of Su	ipervisors appr	ove the agreeme	nt and authorize
Date:				(Dept/Ag	gency Head) to e	execute on be A	ehalf of the		
Board of Supervisors - White Auditor Controller - Canary Auditor-Controller - Pink Department - Gold 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 Office by an order duly entered in the minutes of said Board on	Date	2/22	102			244 ty Administra	tive Office	(Dep	artment/Agency)
Title I, Section 300 Proc Man By: Deputy Clerk AUCITOR-CONTROLLER USE ONLY $\checkmark E N \mathcal{D} OR \implies 103618$ CO \$ Image: Brain Stress of the stre	Dist	Board of Superv Auditor Controlle Auditor-Controlle Department – G	er – Canary er – Pink old	County of Santa Guz I State of California, do proved by said Board	ex-officio Cle b hereby certify t lof Supervisors a	hat the foreg as recommen	joing request found the contract of the cont	or approval of ag unty Administrativ	reement was ap- /eOffice by an
CO\$ \$				By: Deputy Clerk					
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