



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

June 19, 2002

AGENDA: June 25, 2002

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

**Recommendation of Award: Building Envelope Repairs, Health and Human Services
Building, Santa Cruz, California – Metal Panel and Sunshade, 01C1-0120 - 16**

Members of the Board:

At your June 18, 2002 Board meeting, bids were received for the Building Envelope Repairs Project at the Health and Human Services Building, Santa Cruz, California – Metal Panel and Sunshade Trade. Your Board directed the General Services Department to review bids and return on or before June 25, 2002 with a recommendation of award.

As directed, the bids received have been reviewed and we are confident that the lowest bidder, Bustichi Construction, with a bid of \$118,280 can accomplish the work to the County's satisfaction. Sufficient funds are available in the Capital Projects Budget, Index 191023, Sub Object 6610, User Code Q44008 including a ten (10) per cent contingency.

On another item related to the Building Envelope Repairs Project, after review of bids for the acrylic finish component, staff discovered that the bid amounts were attributed to the wrong bidder. For the record, the low bidder was Fischer and Thiel Inc. of San Jose with a bid of \$19,339 and the Blues Roofing bid was \$42,770. Both bidders have been notified and the bid results have been corrected on the Departmental website.

Therefore it is RECOMMENDED That your Board:

1. Award a contract to Bustichi Construction, in the amount of \$118,280 for the Building Envelope Repairs, Health and Human Services Building, Santa Cruz, California – Metal Panel and Sunshade.
2. Authorize the General Services Director to notify the contractor, negotiate 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 \$11,828 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

cc: Auditor-Controller
General Services Department

Attachments: ADM-29; Agreement

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GENERAL SERVICES DEPARTMENT
COUNTY OF SANTA CRUZ
STATE OF CALIFORNIA

Contract No. _____

THIS CONTRACT, made and entered into this 25th day of **June, 2002** between County of Santa Cruz, a political subdivision of the State of California, hereinafter referred to as County, and Bustichi Construction, hereinafter referred to as Contractor;

WITNESSETH:

WHEREAS, the Board of Supervisors of said County of Santa Cruz heretofore caused plans and specifications for the work hereinafter mentioned to be prepared, and thereafter did approve and adopt said plans and specifications; and,

WHEREAS, the Board of Supervisors of County of Santa Cruz did cause to be noticed for the time and in the manner required by law a Notice inviting sealed bids for the performance of said work; and,

WHEREAS, Contractor, in response to such Notice, submitted to the Board of Supervisors of said County of Santa Cruz within the time specified in said Notice, and in the manner provided for therein, a sealed bid for the performance of the work specified in said plans and specifications, which said bid and proposal, and the other bids and proposals submitted in response to said Notice, the Governing Board of County of Santa Cruz publicly opened and canvassed in the manner provided by law; and,

WHEREAS, Contractor was the lowest responsible bidder for the performance of said work, and said Board of Supervisors of County of Santa Cruz, as a result of the canvass of said bids, did determine and declare Contractor to be the lowest responsible bidder for the work and award to it a contract therefor.

NOW, THEREFORE, in consideration of the above, it is mutually agreed between the parties hereto as follows, to wit:

1. **SCOPE OF WORK – Building Envelope Repairs at Health and Human Services Building, Santa Cruz, CA**

Contractor will furnish: the **Metal Panel and Sunshade** work, which specifically includes removing and reinstalling about 2,000 sf of Painted Perforated Metal Panels, along with all of the Screed and Clip System (DETAIL 4/D-3), at Stucco Walls, and removing and reinstalling about 510 lf of Painted Metal Sunshade (DETAIL 4/D-2), at the Strip Windows. Reinstallation of the Screed and Clip System for the Metal Panels shall be after the installation of the new Membrane Flashing, and the reinstallation of the Perforated Metal Panels shall be after the installation of the new Stucco and Acrylic Finish Coat. Reinstallation of the Metal Sunshade shall be after the installation of the new Stucco and Acrylic Finish Coat. The work also includes verifying the Connection System and providing Shop Drawings showing Repair Details for the Metal Panels.

Coordinate the Metal Panel and Sunshade work with those contractors providing the Selective Demolition (**Section 02050 of the Technical Specifications**), Cold Formed Metal Framing (**Section 05400**), Wall Waterproofing (**Section 07100**), Aluminum Windows (**Section 08500**), and the Exterior Portland Cement Plaster and Acrylic Finish (**Section 09200**).

The Contractor shall include in their bid all labor, tools, and materials for a complete and working project in conformance with the intent shown and set forth in the plans, specifications, and any addendum that may be issued prior to the date of bid, or in either of them, which said plans and specifications are hereby referred to by such reference, incorporated herein, and made a part of this Contract.

2. TERMS AND CONDITIONS

This Contract, and the Contract Documents, consist of the Contract Documents identified in the General Conditions, Paragraph 2, all of which are incorporated herein by reference as though set forth in full, and all of which are part of this Contract, and Contractor and County of Santa Cruz agree to comply with and fulfill all obligations, promises, covenants and conditions imposed upon each of them in the Contract Documents. All of said work done under this Contract shall be performed to the satisfaction of the Board of Supervisors of County of Santa Cruz, or its representative, who shall have the right to reject any and all materials and supplies furnished by Contractor which do not strictly comply with said plans and specifications, together with the right to require Contractor to replace any and all work furnished by Contractor which shall not either in workmanship or material be in strict accordance with said plans and specifications.

Upon condition the Contractor faithfully performs its obligations herein, County of Santa Cruz agrees to make payment to Contractor (subject to the terms and conditions of the Contract Documents) the sum of one hundred eighteen thousand two hundred eighty dollars (\$118,280).

3. PREVAILING WAGE

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.

4. 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 bidders or Contractors net profit under the Contract, or five percent (5%) of the total amount of the Contract Sum, 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.

5. EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this Contract, Contractor agrees as follows:

(a) 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. Contractor 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

4 . . . places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

(b) The Contractor shall, in all solicitations or advertisements for employees 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.

(c) The Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this Contract.

6. SANTA CRUZ COUNTY CODE SECTION 2.33.010, ET SEQ.

(a) Santa Cruz County Code section **2.33.101**, et seq., is incorporated herein by reference as though set forth in full.

(b) Contractor promises to make a good faith effort, with the assistance of local labor union hiring halls, to hire qualified individuals who are residents of the Monterey Bay Area in sufficient numbers so that no less than fifty percent of the Contractor's total construction work force, (measured in labor work hours) including any subcontractor work force, is comprised of Monterey Bay Area residents.

(c) Failure of any contractor or subcontractor to comply with any of its requirements shall be deemed to be a material breach of contract or subcontract.

(d) Bidders, contractors and subcontractors shall maintain and submit records necessary for monitoring their compliance with this chapter.

IN **WITNESS** WHEREOF, County of Santa Cruz and Contractor have caused this Agreement to be signed as **of** the day and year first above written.

BUSTICHI CONSTRUCTION

Date _____ By _____

Address: _____

Phone: _____

Fax: _____

COUNTY OF SANTA CRUZ

Date _____ By _____

ATTEST:

CLERK, BOARD OF SUPERVISOR

Approved as to insurances:

RISK MANAGEMENT

DATE

Approved as to form:

COUNTY COUNSEL

DATE

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COUNTY OF SANTA CRUZ
REQUEST FOR APPROVAL OF AGREEMENT

TO: **Board of Supervisors**
county Administrative Office
Auditor Controller

FROM: General Services (Department)
BY: [Signature] (Signature) 6-19-02 (Date)
Signature certifies that appropriations/revenues are available

AGREEMENT TYPE (Check One)

Expenditure Agreement ☐

Revenue Agreement ☐

The Board of Supervisors is hereby requested to approve the attached agreement and authorize the execution of same.

1. Said agreement is between the County of Santa Cruz General Services (Department/Agency)
and Bustichi Construction, Inc., 48 Mt. Hermon Rd., Scotts Valley, CA 95066 (Name/Address)
2. The agreement will provide contractor services for the Metal Panel and Sunshade component of the
Building Envelope Repairs, Health & Human Services Project.
3. Period of the agreement is from June 25, 2002 to Project Completion
4. Anticipated Cost is \$ 130,108.00* ☐ Fixed ☐ Monthly Rate ☐ Annual Rate ☒ Not to Exceed
Remarks: Contractor bid of \$118,280.00 plus 10% contingency
5. Detail: ☐ On Continuing Agreements List for FY ____ - ____ . Page CC-____ Contract No: ____ OR ☒ 1st Time Agreement
☐ Section II No Board letter required, will be listed under Item 8
☒ Section III Board letter required
☐ Section IV Revenue Agreement

6. Appropriations/Revenues are available and are budgeted in 191023/Q44008 (Index) 6610 (Sub object)

NOTE: IF APPROPRIATIONS ARE INSUFFICIENT, ATTACHED COMPLETED AUD-74 OR AUD-60

Appropriations are available and have been encumbered.
are not

Contract No: CO12818
By: P. Silbaugh Date: 6-19-02
Auditor-Controller Deputy

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 _____
____ (Department/Agency)

Date _____

By: _____
County Administrative Office

Distribution:

Board of Supervisors - White
Auditor Controller - Canary
Auditor-Controller - Pink
Department - Gold

State of California
County of Santa Cruz

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 ap-
proved by said Board of Supervisors as recommended by the County Administrative Office by an
order duly entered in the minutes of said Board on _____ 20____

ADM - 29 (8/01)

Title I, Section 300 Proc Man

By: Deputy Clerk

AUDITOR-CONTROLLER USE ONLY

CO _____ \$ _____
Document No. JE Amount Lines H/TL Keyed By Date

24
TC110
Auditor Description \$Amount Index / Sub object User Code

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COUNTY OF SANTA CRUZ
STATE OF CALIFORNIA

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BUSTICHI CONSTRUCTION

Date _____ By _____

Address: _____

Phone: _____

Fax: _____

COUNTY OF SANTA CRUZ

Date _____ By _____

ATTEST:

CLERK, BOARD OF SUPERVISOR

Approved as to insurances:

RISK MANAGEMENT

DATE

Approved as to form:

COUNTY COUNSEL

DATE