



County of Santa Cruz

GENERAL SERVICES DEPARTMENT

701 OCEAN STREET, SUITE 330, SANTA CRUZ, CA 950604073

(831) 454-2210 FAX: (831) 454-2710 TDD: (831) 454-2123

BOB WATSON, DIRECTOR

August 7, 2002

AGENDA: August 13, 2002

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

RECOMMENDATION OF AWARDS: BUILDING ENVELOPE REPAIRS, HEALTH AND HUMAN SERVICES BUILDING, #01C1-020

Members of the Board:

At your August 6, 2002 meeting, your Board took several actions concerning the Building Envelope Repairs at the Health and Human Services Building project. Included among the actions your Board took that day were directions to General Services to negotiate contracts for the Gypsum Wallboard and Rough Carpentry trade projects. This letter provides to your Board the results of those negotiations and seeks approval for the resulting construction contracts.

The General Services Department is making the following recommendations at this time:

01C1-020-11 Gypsum Wallboard: Per Section 20150.10 of the Public Contract Code, your Board authorized the General Services Department to negotiate with both Bustichi Construction and California Dry Wall Company for the Gypsum Wallboard trade project and to return to your Board on August 13, 2002 with a recommendation of award. General Services staff sought informal bids from both companies as part of the negotiation process.

Bustichi Construction submitted the low bid and staff has negotiated a contract price of \$41,750 for this project. We are therefore recommending that Bustichi Construction be awarded the contract for this trade project.

01C1-020-21 Rough Carpentry: Per Section 20150.9 of the Public Contract Code, your Board authorized the General Services Department to negotiate a contract for Rough Carpentry and to return to your Board with a recommendation of award on August 13, 2002. Because no bids were received in the second round of advertising for this project, the Public Contract Code allows for a contract to be negotiated with any qualified company. General Services staff sought informal bids from Bustichi Construction, who had bid on this trade in the original round of bidding, and from Kase Pacific Construction, a local construction company that has successfully completed several County projects, as part of the negotiation process.

Kase Pacific Construction submitted the low bid and staff has negotiated a contract price of \$45,850 for this project. We are therefore recommending that Kase Pacific Construction be awarded the contract for this trade project.

**RECOMMENDATION OF AWARDS
AUGUST 13, 2002
PAGE 2**

The original estimated construction costs for this entire project was \$2,168,925. The construction costs as now contracted for the project total \$2,346,513. Sufficient funds are available in the Capital Projects Budget – 1400 Emeline, Index 191023, Sub Object 6610, User Code Q44008, including contingencies for these projects.

It is therefore RECOMMENDED that your Board:

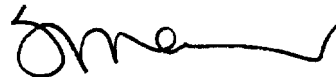
1. Award a contract to Bustichi Construction, in the not to exceed amount of \$41,750 for the Gypsum Wallboard (01C1-020-11) project and authorize the General Services Director to approve change orders and encumber \$4,175 in addition to the contract amount to cover change order expenditures, as required;
2. Award a contract to Kase Pacific Construction, in the amount of \$45,850 for the Rough Carpentry (01C1-020-21) project and authorize the General Services Director to approve change orders and encumber \$4,585 in addition to the contract amount to cover change order expenditures, as required; and
3. Authorize the General Services Director to notify the contractors and sign the contract agreements and associated documents on behalf of your Board as itemized above.

Very truly yours,



BOB WATSON
General Services Director

RECOMMENDED:



SUSAN A. MAURIELLO,
County Administrative Officer

Attachments: Contracts/ADM-29s

cc: Auditor-Controller
General Services Department
County Counsel
McGregor & Garrie, L.L.P.
Trepte Construction

Simpson, Gumpertz & Heger
Human Resources Agency
Health Services Agency
Bustichi Construction
Kase Pacific Construction

**COUNTY OF SANTA CRUZ
REQUEST FOR APPROVAL OF AGREEMENT**

0027

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

FROM: General Services (Department)

BY: [Signature] (Signature) 8-1-02 (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, 48 Mt. Hermon Rd., Scotts Valley, CA 95066 (Name/Address)

2. The agreement will provide contractor services for the Gypsum Wallboard component of the Building Envelope Repairs Project at the Health & Human Services Building - 1400 Emeline Ave., Santa Cruz

3. Period of the agreement is from August 6, 2002 to project completion

4. Anticipated Cost is \$ 45,925 * ☐ Fixed ☐ Monthly Rate ☐ Annual Rate ☒ Not to Exceed

Remarks: *Bid amount of \$41,750 plus a 10% contingency of \$4,175. Total is \$45,925.

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 will be encumbered.
are not

Contract No: 22852

By: [Signature]
Auditor-Controller Deputy

Date: 8/2/02

Proposal and accounting detail reviewed and approved. It is recommended that the Board of Supervisors approve the agreement and authorize

General Services (Dept/Agency Head) to execute on behalf of the [Signature]
(Department/Agency)

Date: 8/5/02

By: [Signature]
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 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 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

TC110 \$
Auditor Description Amount Index Sub object User Code

15

GENERAL SERVICES DEPARTMENT
COUNTY OF SANTA CRUZ
STATE OF CALIFORNIA

Contract No. _____

THIS CONTRACT, made and entered into this 13th day of August, 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 – Gypsum Wallboard for Building Envelope Repairs at Health and Human Services Building, Santa Cruz, CA

The **Gypsum Wallboard** work includes, but is not limited to, furnishing and installing Gypsum Wallboard at the Health Services Building in Santa Cruz, California, shown and/or reasonably implied in the **Building Envelope Repairs Plans** (dated April 2002) prepared by Simpson Gumpertz & Heger Inc., and in accordance with all of the requirements delineated in the **Technical Specifications** (dated 4 June 2002) prepared by Simpson Gumpertz & Heger Inc., and in the **Administrative Specifications and Provisions** prepared by the County of Santa Cruz, all as modified by Addenda 1 through 4.

The **Gypsum Wallboard** work includes, but is not limited to, providing Furring Channels and Gypsum Wallboard at about 110lf of Curtain Wall Curb (DETAIL 5/D-4) as shown and/or reasonably implied in the Plans, and as delineated in Section 09900 of the Technical Specifications.

The **Gypsum Wallboard** work also includes providing Gypsum Wallboard, as delineated in Section 09900 of the Technical Specifications, at isolated locations as directed by the on-site Environmental Consultant, at interior above-grade walls at an added cost of \$6.00/SF to the Contract Sum, and interior below-grade walls at an added cost of \$6.00/SF to the Contract Sum, and providing 1-inch Gypsum Liner

Board, as directed by the on-site Environmental Consultant, at the HVAC Return Air Shaft at an added cost of \$12.60/SF to the Contract Sum. The actual quantities (SF) shall be verified and agreed to by the Gypsum Wallboard Contractor and the Contract Manager.

0029

The removing and disposing of the existing Gypsum Wallboard and Gypsum Liner Board shall be done by the Mold Remediation Contractor, and the Painting of the new Gypsum Wallboard and Gypsum Liner Board shall be done by the Painting Contractor, and are not a part of the Gypsum Wallboard work.

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 twelve thousand five hundred dollars (\$12,500). Additionally the County agrees to pay the Contractor a unit price of \$6.00/SF for the Gypsum Wallboard at Interior Above-Grade Walls, \$6.00/SF for the Gypsum Wallboard at Interior Below Grade Walls, and \$12.60/SF for the Gypsum Liner Board at the HVAC Return Air Shaft. This unit price portion of the Contract for all three components shall not exceed \$29,250. The total contract amount shall not exceed \$41,750.

3. PREVAILING WAGE

The statement of prevailing wages appearing in the General Prevailing Wage Rates, as established by the California Department of Industrial Relations, 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 tropical 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.

0030

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 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. COUNTY CODE SECTION 2.33.010, ET SEQ. LOCAL HIRE

(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 SUPERVISORS

Approved as to insurances:

USK MANAGEMENT

DATE

Approved as to form:

COUNTY COUNSEL

DATE

c c :

Bustichi Construction
George Harmon, Trepte Construction
Dawn Dominguez, McGregor & Garrie, L.L.P.
Stephen S. Ruggiero, Simpson Gumpertz & Heger, Inc.
Dale Bisby, General Services Department
Kathy Mello, GSD Sr. Account Clerk
General Services Bid File #01C1-020-11

**COUNTY OF SANTA CRUZ
REQUEST FOR APPROVAL OF AGREEMENT**

3032

TO: Board of Supervisors
County Administrative Office
Auditor Controller

FROM: General Services (Department)
BY: [Signature] (Signature) 8-1-02 (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 Kase Pacific Construction, 1209 N. Branciforte Ave., Santa Cruz, CA 95062 (Name/Address)
2. The agreement will provide contractor services for the Rough Carpentry component of the Building Envelope Repairs Project the Health & Human Services Building - 1400 Emeline Ave., Santa Cruz
3. Period of the agreement is from August 6, 2002 to project completion
4. Anticipated Cost is \$ 50,435.* ☐ Fixed ☐ Monthly Rate ☐ Annual Rate ☒ Not to Exceed

Remarks: *Bid amount of \$45,850 plus a 10% contingency of \$4,585. Total is \$50,435.

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 will be

Contract No: 22851

By: [Signature]
Auditor-Controller Deputy

Date: 8/2/02

Proposal and accounting detail reviewed and approved. It is recommended that the Board of Supervisors approve the agreement and authorize

[Signature] (Dept/Agency Head) to execute on behalf of the County (Department/Agency)

Date: 8/5/02

By: [Signature]
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 times H/TL Keyed By Date

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

GENERAL SERVICES DEPARTMENT
COUNTY OF SANTA CRUZ
STATE OF CALIFORNIA

Contract No. _____

THIS CONTRACT, made and entered into this 13th day of August, 2002 between County of Santa Cruz, a political subdivision of the State of California, hereinafter referred to as County, and Kase Pacific 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 – Rough Carpentry for Building Envelope Repairs at Health and Human Services Building, Santa Cruz, CA

The **Rough Carpentry** work includes, but is not limited to, providing all Wood Blocking and Backing at the Health Services Building in Santa Cruz, California, shown and/or reasonably implied in the **Building Envelope Repairs Plans** (dated April 2002) prepared by Simpson Gumpertz & Heger Inc., and in accordance with all of the requirements delineated in the **Technical Specifications** (dated 4 June 2002) prepared by Simpson Gumpertz & Heger Inc., and in the **Administrative Specifications and Provisions** prepared by the County of Santa Cruz, all as modified by Addenda 1 through 5.

The **Rough Carpentry** work specifically includes providing Fire-Retardant Treated Wood Blocking and/or Chamfer, along with all of the fasteners and attachments, at all Parapets (DETAILS 6 and 7/D-4, and 5 and 6/D-5), 110lf of Curb at Curtain Wall (DETAIL 5/D-4) and 21 Roof Tie-Backs (DETAIL 9/D-4), all as shown and/or reasonably implied in the Plans and as delineated in Section 06 100 of the Technical Specifications. The Rough Carpentry work also includes the removal and replacement of three (3) Skylights, along with the providing of Fire-Retardant Treated Wood Blocking (DETAIL 2/D-5); removing and reinstalling the Metal Door Frame and Door at the Mechanical Penthouse along with the providing of the Fire-Retardant Treated Plywood and Wood Blocking at the sill (DETAIL 4/D-5), and

Repairing Wood Blocking at eight (8) Vent Penetrations (DETAIL 3/D-5). The eight (8) Vents will be removed and reinstalled by others, and is not a part of the Rough Carpentry work.

0034

Shims at windows shall be provided by others, and are not a part of the Rough Carpentry work. Sheet SK-3 of the Plans replaces DETAIL 8/D-4, and requires no wood blocking. The three Roof-Mounted HVAC Units shall remain in place so the wood blocking at DETAIL 8/D-5 is not required.

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 forty five thousand eight hundred fifty dollars (\$45,850).

3. PREVAILING WAGE

The statement of prevailing wages appearing in the General Prevailing Wage Rates, as established by the California Department of Industrial Relations, 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 tropical 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 places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

0035

(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. COUNTY CODE SECTION 2.33.010, ET SEQ. LOCAL HIRE

(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.

KASE PACIFIC CONSTRUCTION

Date _____ By _____

Address: _____

Phone: _____

Fax: _____

COUNTY OF SANTA CRUZ

Date _____ By _____

ATTEST:

CLERK, BOARD OF SUPERVISORS

Approved as to insurances:

RISK MANAGEMENT

DATE

Approved as to form:

COUNTY COUNSEL

DATE

c c :

Kase Pacific Construction
George Harmon, Trepte Construction
Dawn Dominguez, McGregor & Garrie, L.L.P.
Stephen S. Ruggiero, Simpson Gumpertz & Heger, Inc.
Dale Bisby, General Services Department
Kathy Mello, GSD Sr. Account Clerk
General Services Bid File #0 IC 1-020-21