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) 451-2123
BOB WATSON, DIRECTOR

September 8, 2004 AGENDA: September 21, 2004

Board of Directors
County of Santa Cruz Redevelopment Agency
701 Ocean Street
Santa Cruz, CA 95060

Recommendation of Award: 1975 Chanticleer Roof Replacement Project #04C1-002

Members of the Board:

On September 1, 2004, two bids were received for the 1975 Chanticleer Roof Replacement Project. The project consists of replacing the old and leaking roof, as well as the gutters and downspouts at the residence. Repairs and replacement of unsound framing and structural materials shall be made as directed by the Redevelopment Agency Project Manager on a time and materials basis. The engineer's estimate for the project is $16,000. The bids are as follows:

Bustichi Construction	$14,140
Louis & Riparetti, Inc	$16,898

As directed, the bids received have been reviewed and we are confident that the lowest bidder, Bustichi Construction, with a bid of $14,140 can accomplish the work to the County's satisfaction. Sufficient funds are available in the Redevelopment Agency Budget, Index 610115, Sub Object 3405, User Code Q99021 including a ten (10) per cent contingency. Redevelopment Agency staff has determined that the project is of benefit to the Project Area, that no other .reasonable means of financing the improvements are available to the community, that the project will assist in the elimination of blight, and that the project is consistent with the Redevelopment Agency's Five Year Implementation Plan.

It is therefore RECOMMENDED that your Board, as the Board of Directors for the Redevelopment Agency, take the following actions:

1. Award a contract to Bustichi Construction, in the amount of $14,140 for the 1975 Chanticleer Roof Replacement Project;

2. Authorize the Redevelopment Agency Administrator to notify the contractor and sign the contract agreements and associated documents on behalf of your Board;

3. Authorize the Redevelopment Agency Administrator to approve change orders and encumber $1,414 in addition to the contract amount to cover change order expenditures, as required; and

4. Concur with and adopt the associated findings.

Very truly yours,

Betsey A. Lynberg
Redevelopment Agency Administrator

Bob Watson
Director of General Services

RECOMMENDED:

Susan A. Mauriello
County Administrative Officer

cc: Auditor-Controller
General Services Department
Redevelopment Agency
Bustichi Construction

Attachments: ADM-29; Agreement

COUNTY OF SANTA CRUZ
REQUEST FOR APPROVAL OF AGREEMENT

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TO: Board of Supervisors
County Administrative Office
Auditor Controller

FROM: Redevelopment (Department)

BY: _____ (Signature) 9/8/04 (Date)
Signature certifies that appropriations/revenues are available

AGREEMENT TYPE (Check One) Expenditure Agreement [X] 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 Santa Cruz County Redevelopment Agency (Department/Agency)

   and Bustichi Construction, 38 Mount Herman Road, Scotts Valley, Ca 95066 (Name/Address)

2. The agreement will provide Roof replacement and repairs at 1975 Chanticleer Ave.

3. Period of the agreement is from Sept. 21, 2004 to Project Completion

4. Anticipated Cost is $ 15,554 [ ] Fixed [ ] Monthly Rate [ ] Annual Rate [X] Not to Exceed

   Remarks: $14,140 contract; $1,414 contingency

5. Detail: [ ] On Continuing Agreements List for FY ___ . Page CC-___ Contract NO: 43261 OR [X] 1st Time Agreement
   - [ ] Section II No Board letter required, will be listed under Item 8
   - [ ] Section III Board letter required
   - [ ] Section IV Revenue Agreement

   U-9 required

6. Appropriations/Revenues are available and are budgeted in 610115 (Index) 3405 (Sub object)

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

Appropriations are / are not available and have been / will be encumbered.

Contract No: 43261

By: _____ Date: 9/8/04
Auditor-Controller Deputy

Proposal and accounting detail reviewed and approved. It is recommended that the Board of Supervisors approve the agreement and authorize Redevelopment Agency Administrator (Dept/Agency Head) to execute on behalf of the County of Santa Cruz Redevelopment Agency (Department/Agency)

Date: 9/10/04

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 approved by said Board of Supervisors as recommended by the County Administrative Office by an order duty entered in the minutes of said Board on _____ 20___

_____
By: Deputy Clerk

ADM - 29 (8/01)
Title I, Section 300 Proc Man

AUDITOR-CONTROLLER USE ONLY

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

TC110	$	/		
Auditor Description	Amount	Index	Sub object	User Code

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GENERAL SERVICES DEPARTMENT 0140
COUNTY OF SANTA **CRUZ**
STATE OF CALIFORNIA

Contract No. _____

THIS CONTRACT, made and entered into this 21st day of September, 2004 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 – 1975 Chanticleer Roof Replacement

This project will consist of replacing the old roof, gutters and downspouts on units **A** and B. Any repairs necessary to the structure or roof sheathing, will be made on a time and material basis after approval of the project manager.

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, Section 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

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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.

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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 (*fourteen thousand one hundred-forty)* dollars $14,140.00.

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.

(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.

7. CONTRACT TIME

The Contractor shall complete all or any designated portions of the work called for under the contract in all parts and requirements within 30 calendar days (except as modified in the technical specifications). Contract time shall begin five *(5)* days after the date of dispatch of the Notice to Proceed.

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: _____

Approved as to insurances:

Janet McKinley

RISK MANAGEMENT

9-9-04

DATE

Approved as to form:

Pamela Fyfe

COUNTY COUNSEL

9-9-04

DATE

cc:

- Dorothy Malpass, RDA.
- General Services Bid File #04C1-002

path and filename