



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

GERALD L. DUNBAR, DIRECTOR

January 11, 2006

AGENDA: January 24, 2006

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

Recommendation of Award: Electrical Rewire of Residence at 1240 Rodriguez Street Project #05C1-011

Members of the Board:

On January 4, 2006 two bids were received for the Electrical Rewire of Residence at 1240 Rodriguez Street Project. The project consists of completely rewiring the residence at 1240 Rodriguez Street in Santa Cruz. The engineer's estimate for the project is \$18,500. The bids are as follows:

Apex Electric	\$11,700
J.R. Zar Incorporated	\$26,500

As directed, the bids received have been reviewed and we are confident that the lowest bidder, Apex Electric, with a bid of \$11,700 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 Apex Electric, in the amount of \$11,700 for the Electrical Rewire of Residence at 1240 Rodriguez Street Project;
2. Authorize the Redevelopment Agency Administrator to notify the contractor and sign the contract agreements and associated documents on behalf of your Board;

Board of Directors
January 24, 2006
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- 3. Authorize the Redevelopment Agency Administrator to approve change orders and encumber \$1,170 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. Lyrberg
 Redevelopment Agency Administrator



 Gerald L. Dunbar
 Director of General Services

RECOMMENDED:



 Susan A. Mauriello
 County Administrative Officer

cc: Auditor-Controller
 General Services Department
 Redevelopment Agency
 Apex Electric

Attachments: ADM-29; Agreement

COUNTY OF SANTA CRUZ
REQUEST FOR APPROVAL OF AGREEMENT

To: Board of Supervisors
County Administrative Office
Auditor Controller

FROM: Redevelopment (Department)

BY: [Signature] (Signature) 1-11-06 (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 Apex Electric, 401 Victor Way, Ste 5, Salinas, CA 93907 (Name/Address)

2. The agreement will provide complete rewiring; of the residence at 1240 Rodriguez Street
Project #05C1-011

3. Period of the agreement is from Board approval to Project completion

4. Anticipated Cost is \$ 12,870 [] Fixed [] Monthly Rate [] Annual Rate [X] Not to Exceed

Remarks: \$11,700 Contract and \$1,170 contingencies for a total of \$12,870

5. Detail: [] On Continuing Agreements List for FY - Page CC- Contract No: 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

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] available and [will be] encumbered.
are not [] have been []

Contract No: 53446
By: [Signature] Date: 1/11/06
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: 1/13/06

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 [Signature] 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 a p
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

Table with columns: CO, Document No., JE Amount, Lines, H/TL, Keyed By, Date, TC110, Auditor Description, Amount, Index, Sub object, User Code. Includes handwritten number 19.

GENERAL SERVICES DEPARTMENT
COUNTY OF SANTA CRUZ
STATE OF CALIFORNIA

0000146

Contract No. _____

THIS CONTRACT, made and entered into this 24th day of January, 2006 between County of Santa Cruz, a political subdivision of the State of California, hereinafter referred to as County, and Apex Electric 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 – Electrical Rewire of Residence at 1240 Rodriguez St

Contractor will furnish: all labor and materials required for the complete re-wiring of the building from where the electrical service enters the structure and throughout the residence.

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 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 *(Eleven thousand and seven hundred dollars)* \$11,700.

3. INSURANCE:

Within ten (10) days of County's dispatch of Notice of Award, the Contractor shall furnish a Certificate of Insurance substantiating the fact that Contractor has taken out the insurance hereinafter set forth for the period covered by the Contract with an insurance carrier acceptable to the County and under terms satisfactory to the County. Insurance industry's standard Accord Certificate of Insurance or binder forms shall bear an endorsement precluding the cancellation or reduction of coverage of any policy covered by such Certificate or binder before the expiration of thirty (30) days after the County shall have received notification of such cancellation, suspension, reduction, or voided coverage. Contractor shall immediately furnish copies of its insurance policies required under this Contract to the County upon request. In the event Contractor does not have a Certificate of Insurance or binder evidencing the proper insurance coverages, the Contractor shall not be allowed on the work site.

All insurance policies shall by endorsement include the County of Santa Cruz, its trustees, officers, employees, agents, inspectors, construction managers, project managers, consultants, subconsultants, their employees, and each of them, as additional insureds to protect, as well as to provide the defense of, from all suits, actions, damages, liability, or claims of every type and description to which they may be subjected or put by reason of, or resulting from, the Contractor's performance of the Contract. Contractor's insurance shall apply as primary insurance, and any other insurance carried by the additional insureds identified above shall apply as excess and will not contribute with this insurance.

Each insurance policy shall include the following provisions: (1) The standard severability of interest clause in the policy and when applicable the cross liability insurance coverage provision which specifies that the inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, and the coverages afforded shall apply as though separate policies had been issued to each insured; (2) It acts as primary insurance, and that no insurance held or owned by the County shall be called upon to cover, either in full or in part, any loss covered under the policy acquired by Contractor; and (3) The stated limits of liability coverage for Commercial/Comprehensive General Liability, and Business Automobile Liability, assumes that the standard "supplementary payments" clause will pay in addition to the applicable limits of liability and that these supplementary payments "are not included as part of the insurance policies limits of liability." If any of the policies indicate that defense costs are included in the general aggregate limit, then the required general aggregate limits shall be a minimum of \$2,000,000 or more at the County's discretion.

If the Contractor fails to maintain such insurance, the County may take out insurance to cover damages of the below-mentioned classes for which the County might be held liable on account of the Contractor failing to pay such damages and deduct and retain the amount of the premium for such insurance from any sums due the Contractor under the Contract. Failure of the County to obtain such insurance shall in no way relieve the Contractor from any of its responsibilities under the Contract.

The minimum insurance coverages to be obtained by the Contractor as hereinabove referred to are as follows:

- A. Commercial/Comprehensive General Liability Insurance (Insurance Services Organization, Inc. form GL-00-02, Ed. 01-73); Bodily Injury and Property Damage Liability Insurance for

Premises and Operations; Personal Injury for Premises and Operations; Independent Contractors; Incidental Contracts; Contractual Liability; Broad Form Comprehensive General Liability Endorsement (Insurance Services Organization, Inc. form GL-04-04, Ed. 5-81); and Products and Completed Operations which shall be in the amount of not less than a combined single limit of \$1,000,000 per occurrence for one or more persons injured and property damaged on an occurrence form insurance policy. The aggregate limit of liability for products and completed operations may be \$1,000,000.

- B. Business Automobile Liability Policy Insurance: Protection against loss as a result of liability to others caused by an accident and resulting in bodily injury and/or property damage, arising out of the ownership or use of any automobile. The limits of liability shall not be less than \$500,000 combined single limit each accident for bodily injury and property damage combined.
- C. Workers' Compensation and Employers' Liability Insurance: The Contractor shall be a qualified self-insurer or shall carry full Workers' Compensation and Employers' Liability insurance coverage, either through the State Compensation Insurance Fund or a standard approved policy obtained from a licensed insurance carrier for all persons employed, either directly or through subcontractors, in carrying out the work under this Contract in accordance with the "Workers' Compensation and Insurance Act," Division IV thereof. Employers' limits of liability shall be the prevailing statutory limits of liability.

Any exceptions to the provisions of this section must be delineated in the Contract Documents. In addition, it is understood and agreed that an excess insurance policy or an umbrella policy (following form) may be utilized to meet the above-required limits of liability for Commercial/Comprehensive General Liability, Business Automobile Liability policy, and the Workers' Compensation Employers' Liability.

4. INDEMNIFICATION:

- A. CONTRACTOR'S PERFORMANCE: Contractor shall defend, indemnify, and save harmless County and Owner's Representative (including their inspectors, construction managers, project managers, trustees, officers, agents, members, employees, affiliates, consultants, subconsultants, and representatives), and each of them, of and from any and all claims, demands, suits, causes of action, damages, costs, expenses, attorneys' fees, losses, or liability, in law or in equity, of every kind and nature whatsoever arising out of, or in connection with, Contractor's operations to be performed under this Contract, including, but not limited to:
 - (1) Personal injury (including, but not limited to, bodily injury, emotional injury or distress, sickness, or disease) or death to persons, including, but not limited to, any employees or agents of Contractor, County, Owner's Representative, Construction Manager, or any subcontractor, or damage to property of anyone including the work itself (including loss of use thereof), caused or alleged to be caused in whole or in part by any negligent act or omission of Contractor, County, or Owner's Representative, or anyone directly or indirectly employed by them, or anyone for whose acts they may be liable;
 - (2) Penalties threatened, sought, or imposed on account of the violation of any law, order, citation, rule, regulation, standard, ordinance, or statute, caused by the action or inaction of Contractor;
 - (3) Alleged infringement of any patent rights which may be brought arising out of Contractor's work;

- (4) Claims and liens for labor performed or materials used or furnished to be used on the job, including all incidental or consequential damages from such claims or liens;
- (5) Contractor's failure to fulfill any of the covenants set forth in these Contract Documents;
- (6) Failure of Contractor to comply with the provisions of the Contract Documents relating to insurance; and,
- (7) Any violation or infraction by Contractor of any law, order, citation, rule, regulation, standard, ordinance, or statute in any way relating to the occupational, health, or safety of employees.

The indemnities set forth in this section shall not be limited by the insurance requirements set forth in these Contract Documents.

Contractor's indemnification of County will not include indemnification for claims which arise as the result of the active negligence of County, or the sole negligence or willful misconduct of County, its agents, servants or independent contractors who are directly responsible to County, or for defects in design furnished by such persons.

5. 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.

6. 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.

7. 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.

8. 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.

9. OFF-SHORE OUTSOURCING.

By their signature to this Agreement, the CONTRACTOR certifies that any work done under this contract, either by the CONTRACTOR or any SUBCONTRACTOR, will be performed solely by workers within the United States.

10. 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 21 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.

APEX Electric

Date: _____

By: _____

Address: _____

Phone: _____

Fax: _____

COUNTY OF SANTA CRUZ

Date: _____

By: _____

Approved as to insurances:


RISK MANAGEMENT

1-11-06
DATE

Approved as to form:


COUNTY COUNSEL

1-12-06
DATE

CC:

- Dorothy Malpass, RDA
- General Services Bid File #05C 1-011