



County of Santa Cruz ³⁴¹

PARKS, OPEN SPACE & CULTURAL SERVICES

979 17 th AVENUE, SANTA CRUZ, CA 95062

(831) 454-7900 FAX: (831) 454-7940 TDD: (831) 454-7978

BARRY C. SAMUEL, DIRECTOR

January 25, 1998

AGENDA: FEBRUARY 9, 1999

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

SUBJECT: **POLO GROUNDS COUNTY PARK**

Dear Members of the Board:

On June 16, 1998, your Board approved a contract with **Dunbar** and Craig, a licensed land surveyor, to set grade stakes for the interim development of three **ballfields**, one soccer field, a second paved parking area, extension of the access road to the second parking area, and the associated drainage improvements at the Polo Grounds County Park in Aptos. This development is being underwritten by a donation **from** the Monte Foundation and the Aptos Soccer Club, with construction support from Granite Construction Company, Far West Landscaping, and the County's Parks Department.

In June of 1998, **Dunbar** and Craig performed the rough construction staking associated with the project and replacement **staking** in August, as authorized in first amendment to the agreement. The Parks Department is requesting that **Dunbar** and Craig perform additional field staking associated with the three ball diamonds at the Polo Grounds Park Project. This work shall include locating home plate, the infield base-pegs, the pitcher mound(s) and the foul line poles for each of the three fields per the plan entitled "Polo Grounds Ball Diamond Fencing." The compensation for this additional work is in an amount not-to-exceed \$1,340.00. This amount is available **from** savings within the current agreement.

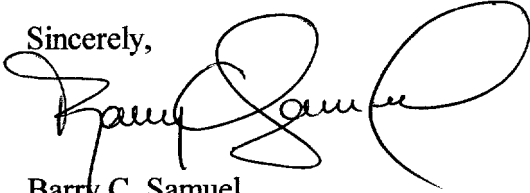
It is therefore RECOMMENDED that your Board:

1. Approve an Amendment with **Dunbar** and Craig to reestablish field staking associated with the development of the three ball diamonds at the Polo Grounds County Park.

*The Mission of the Santa Cruz County Department of Parks, Open Space and Cultural Services is to provide safe, **well** designed and maintained parks and a wide **variety** of recreational and cultural opportunities for our diverse community*

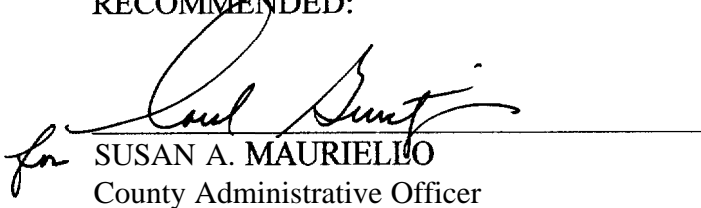
2. Authorize the Director of Parks, Open Space and Cultural Services to sign the Amendment on behalf of the County.

Sincerely,



Barry C. Samuel
Director

RECOMMENDED:



for SUSAN A. MAURIELLO
County Administrative Officer

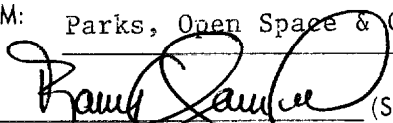
cc: Auditor-Controller
County Counsel
Risk Management
POSCS
Dunbar & Craig

Attachments: ADM-29
Amendment

COUNTY OF SANTA CRUZ
REQUEST FOR APPROVAL OF AGREEMENT

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TO: Board of Supervisors
County Administrative Officer
County Counsel
Auditor-Controller

FROM: Parks, Open Space & Cultural Services (Dept.)
 (Signature) 1-25-99 (Date)

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

1. Said agreement is between the County of Santa Cruz (Agency)
and Dunbar & Craig, P.O. Box 1018, Santa Cruz, CA 95061 (Name & Address)
2. The agreement will provide additional field staking to reestablish the three ballfields
at the Polo Grounds County Park fir Aptos
3. The agreement is needed because the County cannot provide the services
4. Period of the agreement is from February 4, 1999 to June 30, 1999
5. Anticipated cost is \$ zero (Fixed amount; Monthly rate; Not to exceed)
6. Remarks: Funding in the amount of \$1,340.00 for such services is within the savings in the
current contract total amount not-to-exceed \$14,110.00, therefore no net change in amount.
7. Appropriations are budgeted in 192140 (Index#) 6610 (Subobject)

NOTE: IF APPROPRIATIONS ARE INSUFFICIENT, ATTACH COMPLETED FORM AUD-74

Appropriations (are) available and have been encumbered. Contract No. COB1646A Date 1/26/99
are not will be

GARY A. KNUTSON, Auditor - Controller

By Linda Chou Deputy.

Proposal reviewed and approved. It is recommended that the Board of Supervisors approve the agreement and authorize the
_____ to execute the same on behalf of the _____

(Agency).

Remarks: Feb 9 1999 agenda
jm (Analyst)

County Administrative Officer
By Janette Buchholz Date 1/29/99

Agreement approved as to form. Date _____

Distribution:

Bd. of Supv. • White
Auditor-Controller • Blue
County Counsel • Green •
Co. Admin. Officer • Canary
Auditor-Controller • Pink
Originating Dept. • Goldenrod

*To Orig. Dept. if rejected.

ADM - 29 (6/95)

State of California)
County of Santa Cruz) ss

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 Officer by an order duly entered
in the minutes of said Board on _____

_____ 19 _____ By _____ Deputy Clerk

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AMENDMENT TO AGREEMENT

Number 2

The parties hereto agree to amend that certain Agreement dated June 16, 1998, by and between the County of Santa Cruz and Dunbar and Craig, a licensed land surveyor, by including additional services associated with the reestablishment of base and foul lines associated with the development of three ballfields at the Polo Grounds County Park in Aptos, as outlined in Exhibit A, hereto attached, for an amount of \$1,340.00. Compensation for the additional services is available from savings within the current agreement, therefore the total agreement is for an amount not-to-exceed \$14,110.

AU other provisions of said agreement shall remain the same.

Dated: _____

COUNTY OF SANTA CRUZ

By: _____

Director of County Parks

CONTRACTOR:

By: _____

Dunbar & Craig

Approved as to Insurance

Address: PO Box 1018
Santa Cruz, California 9506 1

Janet McKinley 1-26-99
Risk Manager

Telephone: 83 1-425-7533
Fax: 831-426-9182

Approved as to form:

Marie Costa
County Counsel

DISTRIBUTION:

Auditor-Controller
County Counsel
Risk Management
Contractor
POSCS

ATTACHMENT A
DUNBAR AND CRAIG
LICENSED LAND SURVEYORS
A CALIFORNIA CORPORATION

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1011 CEDAR • P.O. BOX 1018 • SANTA CRUZ, CA 95061-1018
(408) 425-7533 • FAX (408) 426-9182

19 January, 1999

Mr. David J. Mitchell
County of Santa Cruz
979 17th Ave.
Santa Cruz, CA 95062

Re: Polo Grounds Park Project
Our File No. 99024

Dear Mr. Mitchell:

As requested, we have prepared this proposal for surveying services for the subject project.

The basic services for which we will be responsible include the following tasks hereinafter set forth as follows:

Surveying Services:

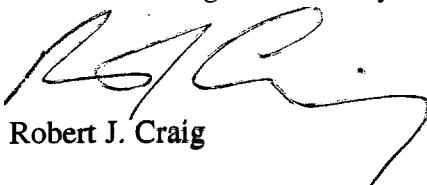
- | | | |
|----|---|------------|
| 1. | Precalculations for the staking required
Surveyor (office) 2 hrs. @ \$110.00 | \$220.00 |
| 2. | Field stake the three ball diamonds at the Polo Grounds Park. This work shall include locating home plate(s), the infield base pegs, the pitcher mound(s), and the foul line poles.
Field Survey 8 hrs. @ \$140.00 | \$1,120.00 |

The fee for our services outlined above is based on similar past projects and the time required to complete each task. The fee for our services outlined above shall be \$1,340.00. Subsequently, any authorized additional services requested by the client will be billed at an hourly rate based on our fee schedule effective for that time.

Please call if you have any questions.

Very truly yours,

Dunbar & Craig Land Surveys


Robert J. Craig

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Contract No. 71646

INDEPENDENT CONTRACTOR AGREEMENT

THIS CONTRACT is entered into this ____ day of _____, 19____, by and between the COUNTY OF SANTA CRUZ, hereinafter called COUNTY, and DUNBAR AND CRAIG, Licensed Land Surveyors, hereinafter called CONTRACTOR. The parties agree as follows:

1. DUTIES. CONTRACTOR agrees to exercise special skill to accomplish the following result:

Provide rough grade stakes for the fields, parking lot and access road as indicated on the plans prepared by Bowman & Williams, Consulting Civil Engineers, for the Polo Grounds County Park site located at 2255 Huntingdon Drive in Aptos, California. The CONTRACTOR shall also provide final grade stakes for the storm drain system, parking lot and access road per Exhibit A, hereto attached.

2. COMPENSATION. In consideration for CONTRACTOR accomplishing said result, COUNTY agrees to pay CONTRACTOR as follows:

An amount not-to-exceed \$11,610.00 as compensation for work outlined in Exhibit A, hereto attached. CONTRACTOR shall be compensated at a minimum interval of 30 days for the percentage of work completed and approved by the County.

3. TERM The term of this contract shall be:

May 28, 1998 to June 30, 1999, or 90 days after completion of said staking described in Paragraph 1, Duties.

4: EARLY TERMINATION. Either party hereto may terminate this contract at any time by giving 30 days written notice to the other party.

5. INDEMNIFICATION FOR DAMAGES, TAXES AND CONTRIBUTIONS. CONTRACTOR shall exonerate, indemnify, defend, and hold harmless COUNTY (which for the purpose of paragraphs 5 and 6 shall include, without limitation, its officers, agents, employees and volunteers) from and against:

A. 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 in-

demification includes any damage to the person(s), or property(ies) of CONTRACTOR and third persons.

B. 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).

6. INSURANCE. CONTRACTOR, at its sole cost and expense, for the full term of this Agreement (and any extensions thereof), shall obtain and maintain at minimum compliance with all of the following insurance coverage(s) and requirements. Such insurance coverage shall be primary coverage as respects COUNTY and any insurance or self-insurance maintained by COUNTY shall be excess of CONTRACTOR'S insurance coverage and shall not contribute to it.

If CONTRACTOR utilizes one or more subcontractors in the performance of this Agreement, CONTRACTOR shall obtain and maintain Independent Contractor's Insurance as to each subcontractor or otherwise provide evidence of insurance coverage for each subcontractor equivalent to that required of CONTRACTOR in this Agreement, unless CONTRACTOR and COUNTY both initial here ____/____.

Types of Insurance and Minimum Limits

(1) Worker's Compensation in the minimum statutorily required coverage amounts. This insurance coverage shall not be required if the CONTRACTOR has no employees and certifies to this fact by initialing here ____.

(2) Automobile Liability Insurance for each of CONTRACTOR'S vehicles used in the performance of this Agreement, including owned, non-owned (e.g. owned by CONTRACTOR'S employees), leased or hired vehicles, in the minimum amount of \$500,000 combined single limit per occurrence for bodily injury and property damage. This insurance coverage shall not be required if vehicle use by CONTRACTOR is not a material part of performance of this Agreement and CONTRACTOR and COUNTY both certify to this fact by initialing here ____/____.

(3) Comprehensive or Commercial General Liability Insurance coverage in the minimum amount of \$1,000,000 combined single limit, including Coverage for: (a) bodily injury, (b) personal injury, (c) broad form property damage, (d) contractual liability, and (e) cross-liability.

(4) Professional Liability Insurance in the minimum amount of \$____ combined single limit, if, and only if, this Subparagraph is initialed by CONTRACTOR and COUNTY ____/____.

B. Other Insurance Provisions

(1) If any insurance coverage required in this Agreement is provided on a "Claims Made" rather than "Occurrence" form, CONTRACTOR agrees to maintain the required coverage for a period of three (3) years after the expiration of this Agreement (hereinafter "post agreement coverage") and any extensions thereof. CONTRACTOR may maintain the required post agreement coverage by renewal or purchase of prior acts or tail coverage. This provision is contingent upon post agreement coverage being both available and reasonably affordable in relation to the coverage provided during the term of this Agreement. For purposes of interpreting this requirement, a cost not exceeding 100% of the last annual policy premium during the term of this Agreement in order to purchase prior acts or tail coverage for post agreement coverage shall be deemed to be reasonable.

(2) All required Automobile and Comprehensive or Commercial General Liability Insurance shall be endorsed to contain the following clause:

"The County of Santa Cruz, its officials, employees, agents and volunteers are added as an additional insured as respects the operations and activities of, or on behalf of, the named insured performed under Agreement with the County of Santa Cruz."

(3) All required insurance policies shall be endorsed to contain the following clause:

"This insurance shall not be canceled until after thirty (30) days prior written notice has been given to:

Dave Mitchell, Park Planning and Development Mgr.
Santa Cruz County Parks Department
9000 Soquel Ave., Suite 101, Santa Cruz, CA 95062."

(4) CONTRACTOR agrees to provide its insurance broker(s) with a full copy of these insurance provisions and provide COUNTY on or before the effective date of this Agreement with Certificates of Insurance for all required coverages. All Certificates of Insurance shall be delivered or sent to:

Dave Mitchell, Park Planning and Development Mgr.
Santa Cruz County Parks Department
9000 Soquel Ave., Suite 101, Santa Cruz, CA 95062

7. EQUAL EMPLOYMENT. OPPORTUNITY. During and in relation to the performance of this Agreement, CONTRACTOR agrees as follows:

A. The CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, color, religion, national origin, ancestry, physical or mental disability, medical condition (cancer related), marital status, sex, sexual orientation, age (over 40), veteran status, or any other non-merit factor unrelated to job duties. Such action shall include, but not be limited to, the following: recruitment; adver-

tising; layoff or termination; rates of pay or other forms of compensation; and selection for training (including apprenticeship), employment, upgrading, demotion, or transfer. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notice setting forth the provisions of this non-discrimination clause.

B. If this Agreement provides compensation in excess of \$50,000 to CONTRACTOR and if CONTRACTOR employs fifteen (15) or more employees, the following requirements shall apply:

(1) 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 (cancer related), marital status, sex, sexual orientation, age (over 40), veteran status, or any other non-merit factor unrelated to job duties. In addition, the CONTRACTOR shall make a good faith effort to consider Minority/Women/Disabled Owned Business Enterprises in CONTRACTOR's solicitation of goods and services. Definitions for Minority/Women/Disabled Business Enterprises are available from the COUNTY General Services Purchasing Division.

(2) The CONTRACTOR shall furnish COUNTY Affirmative Action Office information and reports in the prescribed reporting format (PER 4012) identifying the sex, race, physical or mental disability, and job classification of its employees and the names, dates and methods of advertisement and direct solicitation efforts made to subcontract with Minority-Women/Disabled Business Enterprises.

(3) In the event of the CONTRACTOR's non-compliance with the non-discrimination clauses of this Agreement or with any of the said rules, regulations, or orders said CONTRACTOR may be declared ineligible for further agreements with the COUNTY.

(4) The CONTRACTOR shall cause the foregoing provisions of this Subparagraph 7B. to be inserted in all subcontracts for any work covered under this Agreement by a subcontractor compensated more than \$50,000 and employing more than fifteen (15) employees, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

8. INDEPENDENT CONTRACTOR STATUS. CONTRACTOR and COUNTY have reviewed and considered the principal test and secondary factors below and agree that 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: 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 work place; (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.

By their signatures to this Agreement, each of the undersigned certifies that it is his or her considered judgment that the CONTRACTOR engaged under this Agreement is in fact an independent contractor.

9. **NONASSIGNMENT.** CONTRACTOR shall not assign this Agreement without the prior written consent of the COUNTY.

10. **RETENTION AND AUDIT OF RECORDS.** CONTRACTOR shall retain records pertinent to this Agreement for a period of not less than five (5) years after final payment under this Agreement or until a final audit report is accepted by COUNTY, whichever occurs first. CONTRACTOR hereby agrees to be subject to the examination and audit by the Santa Cruz County Auditor-Controller, the Auditor General of the State of California, or the designee of either for a period of five (5) years after final payment under this Agreement.

11. **PRESENTATION OF CLAIMS.** Presentation and processing of any or all claims arising out of or related to this Agreement shall be made in accordance with the provisions contained in Chapter 1.05 of the Santa Cruz County Code, which by this reference is incorporated herein.

12. **ATTACHMENTS.** This Agreement includes the following attachments (identify by name or write "NONE"):

EXHIBIT A - Proposal from Dunbar and Craig dated May 25, 1998

IN WITNESS WHEREOF, the parties hereto have set their hands the day and year first above written.

1. CONTRACTOR

By: 

Dunbar and Craig

**Address: PO Box 1018
Santa Cruz
California 95061**

Telephone: 408-425-7533

Fax: 408-426-9182

4. COUNTY OF SANTA CRUZ

By: 

2. APPROVED AS TO INSURANCE:

By: 

Risk Management 6-3-98

3. APPROVED AS TO FORM

By: 

County Counsel 4-98

**DISTRIBUTION: County Administrative Office
Auditor-Controller
County Counsel
Risk Management
Contractor
POSCS**

FMTICA

DUNBAR AND CRAIG
LICENSED LAND SURVEYORS
A CALIFORNIA CORPORATION

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(408) 425-7533 • FAX (408) 426-9182

25 May, 1998

Mr. Dave Mitchell
County of Santa Cruz Parks Open Space and Cultural Services
9000 Soquel Avenue, Suite 101
Santa Cruz, CA 95062

Re: Proposal for Construction Staking Services
B&W File No. 21214-2, D&C File No. 98517

Dear Dave,

Dunbar & Craig is pleased to provide you with this estimate for providing construction staking services for the Aptos Polo Grounds Project. As discussed **with** Jeff Naess from Bowman & Williams, our firm will perform the construction staking field work for the project while Bowman & Williams provides the construction staking office support.

Below I have provided a proposed scope of work for the construction staking part of the project:

1. Provide rough grade stakes for the fields, parking lot and access road.

Estimated Fee \$7,560
 2. Final grade stakes for the storm drain.

Estimated Fee \$2,160
 3. Final grade stakes for the parking lot.

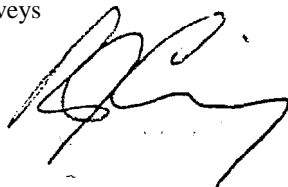
Estimated Fee \$8 10
 4. Final grade stakes for the access road

Estimated Fee \$1,080
- Total Estimated Fee \$11,610

This proposal is based upon similar past projects. If due to unanticipated conditions or changes in the scope of work we anticipate exceeding this estimate, you will be notified prior to our proceeding. I hope this proposal meets your needs, please don't hesitate to call should you have any questions.

Sincerely,
Dunbar & Craig Land Surveys

Robert J. Craig, L.S.



AMENDMENT TO AGREEMENT

The parties hereto agree to amend that certain Agreement dated June 16, 1998, by and between the County of Santa Cruz and Dunbar and Craig, a licensed land surveyor, by including additional services associated with the reestablishment of grade staking for the development of three ballfields, one soccer field, a second paved parking area, extension of the access road to the second parking area, and the associated drainage improvements at the Polo Grounds County Park in Aptos, as outlined in Exhibit A, hereto attached, for an additional amount of \$2,500, therefore, adjusting the total compensation to an amount not-to-exceed \$14,110.

All other provisions of said agreement shall remain the same.

Dated: _____

COUNTY OF SANTA CRUZ

By: _____

Director of County Parks

CONTRACTOR:

By: _____

Dunbar & Craig

Address: PO Box 1018
Santa Cruz, California 95061

Telephone: 831-425-7533

Fax: 831-426-9182

Approved as to form:

Marie Costa

County Counsel

DISTRIBUTION: Auditor-Controller
County Counsel
Risk Management
Contractor
POSCS

DUNBAR AND CRAIG
LICENSED LAND SURVEYORS
A CALIFORNIA CORPORATION

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1011 CEDAR • P.O. BOX 1018 • SANTA CRUZ, CA 95061-I 018
(408) 425-7533 • FAX (408) 426-9182

Attachment A

July 27, 1998

File No. 98157

Mr. Dave Mitchell
County of Santa Cruz Parks, Open Space and Cultural Services
9000 Soquel' Ave., Suite 101
Santa Cruz, CA 95062

Re: Amendment to Agreement
Contract for construction surveying services.

Dear Dave:

As requested, we are providing this estimate to reestablish missing construction stakes at the Aptos Polo Grounds Project.

1. Replace missing construction surveying stakes, as necessary.

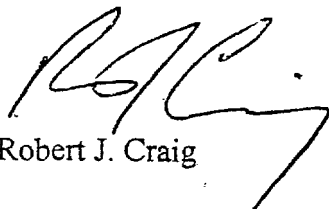
Estimated fee \$2500.00

This amendment covers staking completed to date.

Please call if you have any questions.

Sincerely,

Dunbar & Craig Land Surveys



Robert J. Craig