



County of Santa Cruz

99

GENERAL SERVICES DEPARTMENT

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

(831) 454-2718 FAX: (831) 454-2710 TDD: (831) 454-2123

ROY HOLMBERG, DIRECTOR

February 9, 1999

AGENDA: February 23, 1999

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

Re: RECOMMENDATION OF AWARD FOR POLO GROUNDS BALL DIAMONDS
FENCING AT 2255 HUNTINGTON DRIVE APTOS, CA 95021-017

Members of the Board:

At the February 9, 1999 Board meeting, bids were received for the Polo Grounds Ball Diamonds Fencing project. Your Board directed the General Services Department to review bids and return on or before March 2, 1999 with a recommendation for award.

As directed, bids received have been reviewed and we believe that the lowest bidder, Monterey Bay Fence with a bid of \$52,880 can accomplish the work to the County's satisfaction.

Sufficient funds are available in the Parks, Open Space and Cultural Services budget, index 192 140, sub object 66 10 including a ten (10) per cent contingency.

It is therefore RECOMMENDED that your Board:

1. Award a contract to Monterey Bay Fence for \$52,880 for the Polo Grounds Ball Diamonds Fencing project; and
2. Authorize the General Services Director to notify the Contractor and sign the contract agreements and associated documents on behalf of your Board; and

Polo Grounds Ball Diamonds Fencing
February 23, 1999
page 2 of 2

3. Authorize the Director of Parks, Open Space and Cultural Services to approve change orders and appropriate \$5,288 in addition to the contract amount to cover change order expenditures, if required.

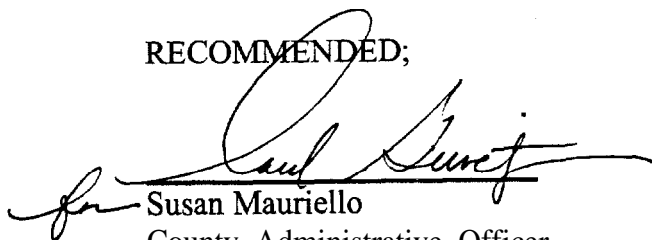
Sincerely,



ROY K. HOLMBERG
Director

RH: BD/ROA98 17

RECOMMENDED;



Susan Mauriello
County Administrative Officer

cc: County Administrative Office
County Counsel
Auditor Controller
General Services Department
Parks, Open Space and Cultural Services
Monterey Bay Fence

COUNTY OF SANTA CRUZ
REQUEST FOR APPROVAL OF AGREEMENT

101

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

FROM: General Services (Dept.)
Donal D. Liba (Signature) _____ (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, Monterey Bay Fence, 2255 Huntington Dr., Aptos, CA 95003 (Name & Address)

2. The agreement will provide Polo Grounds Ball Diamonds Fencing Project #98C1-017

3. The agreement is needed as work can be completed more expediently by contract.

4. Period of the agreement is from Board Approval to June 30, 1999

5. Anticipated cost is \$ 58,168 (Fixed amount; Monthly rate; Not to exceed)

6. Remarks: \$53,880 + (10% Contingency) \$5,288 = \$58,168.00 Total Cost

2/23/99 agenda
7. Appropriations are budgeted in

A 193140	\$52,880		6610
B 192140	\$ 5,288	(Index#)	6610 (Subobject)

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

Appropriations are available and have been encumbered. Contract No. C081797 Date 2-11-99
are not will be
GARY A. KNUTSON, Auditor - Controller
By Donal D. Liba 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). County Administrative Officer

Remarks: _____

(Analyst) By 3/6/99 Date 2-11-99

Agreement approved as to form. Date _____

Distribution:
Bd. of Supv. - White
Auditor-Controller - Blue
County Counsel - Green
Co. Admin. Officer - Conory
Auditor-Controller - Pink
Originating Dept. - Goldenrod

*To Orig. Dept. if rejected.

ADM - 29 (6/95)

13

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 _____ County Administrative Officer
_____ 19 _____ By _____ Deputy Clerk

Agreement No. _____

A G R E E M E N T

This Agreement, made and concluded this _____ day of _____, 1999, by and between Monterey Bay Fence, and the COUNTY OF SANTA CRUZ, hereinafter called CONTRACTOR and COUNTY, respectively.

WITNESSETH:

WHEREAS, the Board of Supervisors of said County has awarded a Contract to Contractor for performing the work hereinafter mentioned in accordance with the sealed proposal of said Contractor.

NOW THEREFORE, it is agreed as follows:

1. **Scope of Work.** Contractor shall perform all the work and furnish all the labor, materials, equipment, and all utility and transportation services required to complete all of the work for **POLO GROUNDS BALL DIAMONDS FENCING PROJECT** in Santa Cruz County, in accordance with the Notice to Bidders, Specifications and Plans, Special Provisions, and Bidder's Proposal; the items and quantities of which are more particularly set forth in Contractor's Proposal, therefor, on file in the Office of the County Clerk.
2. **Time for Performance.** The Contractor shall begin the work within **ten (10) calendar** days after receiving the "Notice to Proceed," and shall diligently prosecute the same to completion before the expiration of **Forty-five (45) calendar** days from the date of said "Notice to Proceed."
3. **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.

Agreement No. _____

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 workplace; (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.

4. **Component Parts.** This Contract shall consist of the following documents, each of which is on file with the Santa Cruz County Clerk of the Board, and all of which are incorporated herein, and made a part hereof by reference thereto:
 - a. This Agreement and Guarantees
 - b. Notice to Bidders, inviting sealed proposals
 - c. Specifications entitled:

POLO GROUNDS BALL DIAMONDS FENCING PROJECT
 - d. Plans entitled: **POLO GROUNDS BALL DIAMONDS FENCING PROJECT**
 - e. Bidder's Bond
 - f. Accepted Proposal
 - g. Performance Bond
 - h. Payment Bond
 - i. Certificate of Worker's Compensation Insurance
 - j. Certificate of General Liability Insurance
 - k. Certificate of Auto Liability Insurance
5. County shall pay and Contractor shall accept, in full consideration for the performance of the Contract, subject to additions and deductions as provided therein, the sum of \$ 52,880.00.
6. Pursuant to County Code Section 2.37.107, 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 nonresponsive. The contractor shall not

Agreement No. _____

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 bidder's or contractor's net profit under the contract, or five (5) percent of the total amount of the contract dollars, 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. Nondiscrimination Clause.

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, sexual orientation, age (over 18), veteran status, gender, pregnancy, or any other non-merit factor unrelated to job duties. Such action shall include, but not be limited to, the following: recruitment; advertising, 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. Contractors and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12900 et seq.) and the applicable regulations promulgated thereunder (California Administrative Code, Title 2, Section 7285.0 et seq). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12990, set forth in Chapter 5 of Division 4 of Title 2 of the California Administrative Code are incorporated into this contract by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

The CONTRACTOR will, 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, sexual orientation, age (over 18), veteran status, gender, pregnancy, or any other non-merit factor unrelated to job duties. Such action shall include, but not be limited to, the following: recruitment; advertising, 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.

The CONTRACTOR will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Agreement, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

IN WITNESS WHEREOF, County has caused these presents to be executed by its officers thereunto duly authorized and Contractor has subscribed same, all on the day and year first above written.

Monterey Bay Fence

By _____

Title _____

ATTEST:

COUNTY OF SANTA CRUZ

Clerk, Board of Supervisors

By _____

APPROVED AS TO FORM

Marie Costa
County Counsel

2-11-99
Date

Agreement No. _____

GUARANTY**TO THE COUNTY OF SANTA CRUZ**

The undersigned, as prime Contractor, guarantees the construction and installation of the following work included in this project:

POLO GROUNDS BALL DIAMONDS FENCING PROJECT

Should any of the materials or equipment prove defective, due to faulty workmanship, material furnished or methods of installation or should the work or any part thereof fail to operate properly as originally intended and in accordance with the plans and specifications, due to any of the above causes, all within one (1) year after the date on which this contract work is accepted by the County, the undersigned agrees to reimburse the County, upon demand, for County's expenses incurred in restoring said work to the condition contemplated in said project, including the cost of any such equipment or materials replaced and the cost of removing and replacing any other work necessary to make such replacement or repairs, or, upon demand by the County, to replace any such material and to repair said work completely without cost to the County so that said work will function successfully as originally contemplated. (Ordinary wear and tear and unusual abuse or neglect excepted.)

The County shall have the unqualified option to make any needed replacement or repairs itself or to have such replacements or repairs done by the undersigned. In the event the County elects to have said work performed by the undersigned, the undersigned agrees that the repairs shall be made and such materials as are necessary shall be furnished and installed within a reasonable time after the receipt of demand from the County. If the undersigned shall fail or refuse to comply with his obligations under this guaranty, the County shall be entitled to all costs and expenses, including attorney's fees, reasonably incurred by reason of said failure or refusal.

- Monterey Bay Fence _____

Contractor, Name and Address

Date

By _____
Signature of Principal

frmbid01
11/98