



BOARD OF SUPERVISORS
AGENDA LETTER

Agenda Number:

Clerk of the Board of Supervisors
105 E. Anapamu Street, Suite 407
Santa Barbara, CA 93101
(805) 568-2240

2010 APR -8 PM 4:34

COUNTY OF SANTA BARBARA
CLERK OF THE BOARD OF SUPERVISORS

Department Name: General Services
Department No.: 063
For Agenda Of: April 20, 2010
Placement: Administrative
Estimated Time: N/A
Continued Item: No
If Yes, date from:
Vote Required: Majority

TO: Board of Supervisors
FROM: Department Bob Nisbet (560-1011) *Bob Nisbet*
Director(s)
Contact Info: Paddy Langlands, Assistant Director (568-3096)
SUBJECT: Santa Barbara Court Complex Seismic Retrofit Project – Award of Construction Contract
1st Supervisorial District

County Counsel Concurrence

As to form: Yes

Other Concurrence: Risk Management

As to form: Yes

Recommended Actions:

That the Board of Supervisors:

- A. Award and execute a Fixed Price Construction Contract for the Santa Barbara Court Complex Seismic Retrofit Project (Project #8554) in the amount of \$497,000 to the lowest responsible bidder, Western Group, Inc. (not a local vendor), subject to the provisions of the documents and certifications as set forth in the plans and specifications applicable to the project and as required by California Law;
- B. Authorize the Director of General Services to approve individual change orders of an amount not to exceed 10% of a base amount of \$250,000 plus 5% of the bid in excess of the base amount, or \$37,350 for this contract.

Summary Text:

In 2005 the County of Santa Barbara was awarded funding under the FEMA Hazardous Mitigation Grant Program (HMGP) for seismic retrofitting the historic Santa Barbara Courthouse Complex. The project entails the non-structural seismic retrofit of building components that during an earthquake pose a falling hazard, such as interior ceilings, exterior roof tile, roof rafter tails and other decorative features,

and also provides for installation of two ADA access ramps at the exterior courtyard. Western Group, Inc. (not a local vendor) is the lowest responsible bidder at \$497,000. The total cost of the project including design, construction and administration is \$840,000. With the Board of Supervisor's approval of the recommended actions, construction is anticipated to begin in May 2010, with completion in February of 2011.

Background:

In 2003, the County became eligible for the FEMA Hazardous Mitigation Grant Program (HMGP) for seismic retrofitting as a result of two events; the first was the Board's adoption of the Multi-jurisdictional Hazardous Mitigation Program, and the second was the San Simeon Earthquake resulting in a state declared disaster (1505-DR-CA). The County filed for, and on September 15, 2005 received, an HMGP funding obligation for the historic Santa Barbara Courthouse Complex: HMGP project #1505-45-19. The seismic retrofitting will correct non-structural deficiencies in the heavy plaster ceilings, the building's back-up generator and hazards over primary exits on the exterior of this complex. More specifically, interior decorative ceilings will be retrofitted with additional supports and stabilizers to reduce the horizontal or vertical movement of these elements during an earthquake; anchoring of heavy equipment, fuel storage tanks and similar non-structural elements are included. The majority of exterior work involves the removal and replacement of heavy terra cotta roof tiles over or around exits of the building, and includes additional work to anchor select wood raft tails over exits. The installation of two ADA access ramps; one from the upper lawn area to the main entry path; the other, from the main entry path to the lower lawn area will also take place. The overall project cost is \$840,000, with construction accounting for \$547,000 of the overall project cost.

The Santa Barbara Courthouse Seismic Retrofit project was publicly bid in 2007; however, only one company submitted a bid for the project, and that bid was well over the construction estimate. The plans were revised in December 8, 2008, and the project was put out for public bid in February of 2010; there were 11 bids submitted for the project. Western Group, Inc. (not a local vendor) has been determined to be the lowest responsible bidder capable of performing this work, and their bid is deemed responsive. Their bid of \$497,000 is below the amount budgeted for the project. Approval of the Board recommended action will allow Western Group, Inc. to commence construction on the project.

Performance Measure:

The recommendations are primarily aligned with Goal No. 2 to Ensure the Public Health and Safety and Provide Essential Infrastructure. With approval of the recommended actions, General Services anticipates construction commencing in May of 2010 with completion in February of 2011.

Fiscal and Facilities Impacts:

Budgeted: Yes

Facility impacts will be a slight disruption of operational staff during the construction period. Construction on the ceiling areas above the courtrooms will be done after hours, with close coordination with Superior Court personnel.

Fiscal Analysis:

<u>Funding Sources</u>	<u>Current FY Cost:</u>	<u>Annualized On-going Cost:</u>	<u>Total One-Time Project Cost</u>
General Fund			
State			
Federal (1505-DR-CA)	\$ 630,000.00		\$ 630,000.00
Fees			
Other (County Match):	\$ 210,000.00		\$ 210,000.00
Total	\$ 840,000.00	\$ -	\$ 840,000.00

Narrative:

The total cost of the project is \$840,000, including construction and related soft costs. The FEMA HMPG requires a 25%, or \$210,000, County funding match, and the matching funds requirement for seismic retrofit work was approved by the Board of Supervisors on December 30, 2003. Available SB 1732 project funds will provide for that local match. The project has been budgeted, with \$210,000 of the funds being available in Fund 0030 Department 063, Account 8700, Program 1930, Project 8554, and the remaining \$630,000 to be drawn down quarterly from FEMA.

Staffing Impacts:

Legal Positions:

0

FTEs:

0

Special Instructions:

Please forward two (2) signed copies of the Construction Contract and one (1) copy of the Minute Order to: Jill Van Wie, General Services Department

Attachments

Construction Contract: Three (3) originals

Authored by:

Jill Van Wie, General Services Department, (805) 560-1079

NEXT PAGE is Agreement





COUNTY OF SANTA BARBARA

AGREEMENT FOR:

Project Title: County of Santa Barbara
Santa Barbara Court Complex Seismic Retrofit Project
1100 Anacapa Street
Santa Barbara, CA. 93101
Project No. 8554

THIS AGREEMENT is made by and between the County of Santa Barbara, a political subdivision of the State of California, hereinafter called **COUNTY**, and **Western Group, Inc.**, referred to as **CONTRACTOR**, for the completion of the work identified herein, on the following terms, conditions and provisions:

1. **CONTRACT** This agreement incorporates by reference all of the General and Special Conditions and Specifications provided by COUNTY for the work identified above; and where consistent with this document, the proposal executed and submitted by the CONTRACTOR. CONTRACTOR acknowledges receipt of all such documents as were not already in Contractor's possession. Said incorporated documents, this agreement, any Notice to Contractors, the Bid Bond, the Faithful Performance Bond, and Payment Bond are referred to herein as the "Contract" or "Contract Documents." Copies of all said documents are on file in the Department of General Services Office of the COUNTY and have been and will be made available to the CONTRACTOR during the term of this Agreement.

2. **WORK** CONTRACTOR agrees, at his own proper cost and expense, to furnish all the work and all equipment and materials necessary to perform and complete the work described in the documents referred to above, in a good and workmanlike manner to the satisfaction of the Director of General Services of said COUNTY, all in strict accordance with the Plans and the Contract Documents provided.

3. **EXCAVATIONS** Before any pavement resurfacing, displacement or excavation of the ground that may be required by any performance under this Agreement, the CONTRACTOR shall obtain an inquiry identification number by calling Underground Service Alert (USA) 1 (800) 422-4133 or by such other means as may be required; shall conform to all requirements of Government Code Sections 4215 through 4217 regarding any such pavement resurfacing, displacement or excavation, including the payment of any fees required; and shall facilitate performance by the COUNTY of any obligation required of the COUNTY under said Sections. There shall be no performance under this Agreement by either party unless and until the provisions of such Sections are complied with and the County Representative is notified regarding the compliance.

4. **COUNTY REPRESENTATIVE** The County Representative referred to in the Contract Documents is Jill Van Wie.

5. **PAYMENT** As full compensation for furnishing all labor, supervision, overhead, materials and equipment and for doing all the work completed and embraced in this Agreement and subject to adjustments and liquidated damages, if any, as provided in the Contract Documents, the base amount to be paid to the CONTRACTOR for satisfactory completion of all requirements of the Contractor under this Agreement is and shall be; **FOUR HUNDRED NINETY-SEVEN THOUSAND DOLLARS (\$497,000.00)**, to be paid as provided in the Contract Documents. The CONTRACTOR assumes and will provide against any and all loss or damage arising out of the nature of the work undertaken, or from the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work until its acceptance by the COUNTY, and assumes any and all expenses incurred by or in consequence of suspension or discontinuance of the work, for well and faithfully completing the work and the whole thereof, in the manner and to the requirements of the Contract and directions of the County Representative, hereunder. The COUNTY will have the right to audit of Contractor's project records. Records must be made available in a form satisfactory to the Santa Barbara County Auditor-Controller.

6. **EXTRA WORK** Extra work, materials, resolution of disputes, corrections, and/or changes to the specifications as are required for the proper completion of the work or the improvement contemplated may be effected or authorized in writing and agreement made of compensation at the same rate per unit (or at a corresponding rate for work that is different from that provided for in the Contract Documents) by the County Representative, if compensation is not in excess of 10% of the original base agreement amount or \$25,000, or \$25,000 + 5% of the amount of the bid in excess of \$250,000. Compensation in such equitable amount as is appropriate for the requirements of the COUNTY or may be authorized by resolution or minute order of

the Santa Barbara County Board of Supervisors. The County Representative may agree upon appropriate additional time to be allowed as required for such extra work, materials, resolution or changes.

7. COMPLIANCE WITH LAW, AMENDMENTS CONTRACTOR shall keep fully informed of all laws, ordinances and regulations which do or may affect the conduct of the work, the materials used therein or persons engaged or employed thereon and all such orders of bodies and tribunals having any jurisdiction over same. If it be found that the Special Provisions or Standard Specifications for the work conflict with any such law, ordinance or regulation, the CONTRACTOR shall immediately report same to the County Representative in writing. CONTRACTOR shall at all times observe and comply with and shall cause all agents and employees to observe and comply with all such laws, ordinances, regulations or decrees as the same now exists or may be hereafter amended and all superseding provisions thereof. CONTRACTOR acknowledges, particularly, the provisions of Sections 3196 and Sections 3247 and 3252, inclusive, of the Civil Code of California. CONTRACTOR shall protect and indemnify the County of Santa Barbara, the Board of Supervisors, the Director of General Services, and/or any officer, agent or employee of the COUNTY against any claims or liability arising from or based on the violation of any such law, ordinance, regulation or decree whether by CONTRACTOR, or a subcontractor, agent or employee.

8. PAYMENTS NOT ACCEPTANCE No certificate given or payments made under this Contract, except the final payment shall be evidence of the performance of this Contract, either wholly or in part, against any claim upon CONTRACTOR. Final payment for the work performed under this Contract shall not be made until the lapse of thirty (30) days after the Notice of Completion of said work has been filed for record and no payment shall be construed to be acceptance of any defective work or improper materials. CONTRACTOR agrees that the payment for final quantities due under this Contract and the payment of amounts due for any work in accordance with any amendments of this Contract, shall release the County of Santa Barbara from any and all claims or liabilities on account of work performed under this Contract or any amendments thereof. In addition to guarantees required elsewhere, CONTRACTOR shall and does hereby guarantee all workmanship and material to be free of defects and fit for the purposes intended for a period of one year from and after both the date of acceptance of the work and the recordation of the Notice of Completion by the COUNTY, and CONTRACTOR shall repair or replace any or all work and material, together with any other portions of the work which may be displaced in so doing, that in the opinion of the County Representative, is or becomes defective during the period of said guarantee without expense whatsoever to the COUNTY.

9. PREVAILING WAGE RATES Rates of wages, including overtime, holiday and Sunday rates provided for the work are subject to the effect of the California Labor Code, Sections 1770 et. seq. Executive Orders of the President of the United States No. 9240, dated September 9, 1942, and No. 9250, dated October 3, 1942, and to any modifications thereof and to any and all lawful orders of the President or any authorized Federal Officer or agency, insofar as the same may be applicable to this Contract. The CONTRACTOR is responsible to comply with these regulations and Executive Orders; the OWNER may randomly interview CONTRACTOR personnel to determine CONTRACTOR compliance with this provision with prior notification to the CONTRACTOR of such inspection.

10. CONTRACT DOCUMENTS ACKNOWLEDGED CONTRACTOR hereby declares that he has read the Contract Documents pertaining to the work to be accomplished hereunder, has carefully examined the plans and detail drawings of the work to be performed and fully understands the intent and meaning of same.

11. TIME FOR COMMENCEMENT, COMPLETION The work to be done under this Agreement shall be completed within two-hundred and forty (240) calendar days after execution of this Agreement. As soon as practicable after the Contract has been executed by both the CONTRACTOR and the COUNTY, a Notice to Proceed will be issued by the County Representative stating the starting date of the Contract time. The CONTRACTOR shall begin work within fifteen (15) calendar days after receiving the Notice to Proceed, unless otherwise provided. Attention is directed to the provisions of this Agreement pertaining to Liquidated Damages for failure to complete the work within the allowed time.

12. WORKERS' COMPENSATION INSURANCE CONTRACTOR certifies as to knowledge of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for Workers' Compensation or to undertake self insurance in accordance with the provisions of that Code. CONTRACTOR will comply with such provisions before commencing the performance of the work of this Contract.

13. PROGRESS PAYMENT NO WAIVER FOR DELAY Any progress payment made after the scheduled completion date will not constitute a waiver of any liquidated damages heretofore agreed upon as part of this Contract.

14. **GUARANTEE BONDS** Before any performance under this Agreement, the CONTRACTOR shall provide the security required by statute for the payment of all workers and suppliers, and security for faithful performance of all terms and conditions of this Agreement, in an amount and form approved by the COUNTY. Both securities shall contain provisions which automatically increase amounts thereof and/or time of completion or both for all change orders, extensions and additions to the work provided pursuant to this Agreement.

15. **NON-DISCRIMINATION** The CONTRACTOR acknowledges that this Agreement is subject to the provisions of Article XIII of Chapter 2 of the Santa Barbara County Code (Exhibit B), providing against discrimination in employment. The CONTRACTOR agrees to perform all requirements of a contractor under the provisions of said Article and to pay all costs occasioned to the COUNTY by any noncompliance by the CONTRACTOR.

16. **DISPUTES** Should any dispute arise respecting the construction or meaning of any of the plans or specifications affecting the work or respecting the true value of any extra work or work omitted, the dispute shall be resolved by the Engineer/Architect whose decision shall be final and binding upon the parties. If, after the decision of the Engineer/Architect as provided herein, claims (as defined in Public Contracts Code Section 20104) under this Contract are filed by CONTRACTOR against COUNTY and those claims are in the aggregate amount of \$375,000 or less, said claims shall be resolved pursuant to Public Contracts Code Sections 20104 through 20104.8, inclusive.

17. **SUBSTITUTION OF MATERIALS, SUBSTITUTION OF CONTRACTORS** The County Representative is authorized to act on behalf of the awarding authority in any matters requiring consent, notice or hearing in order to substitute materials or equipment specified or to substitute subcontractors.

18. **INDEMNIFICATION:** The specific provisions of insurance and indemnification are contained in Exhibit A and referenced herein as though fully set forth.

ACCEPTED AND AGREED this _____ day of _____.

"CONTRACTOR":
Western Group, Inc.

Meir Levi 3/26/10
Meir Levi
Vice President/Secretary

Address: 21777 Ventura Blvd. #224
City/State/Zip: Woodland Hills, CA 91364
License #: 802113
IRS#: 02-0531396

"COUNTY"
County of Santa Barbara

ATTEST:
MICHAEL F. BROWN
CLERK OF THE BOARD

By: _____
CHAIR, BOARD OF SUPERVISORS
County of Santa Barbara

By: _____
Deputy Clerk of the Board

APPROVED AS TO FORM:
DENNIS A. MARSHALL,
COUNTY COUNSEL

By: [Signature]
Deputy County Counsel

APPROVED AS TO ACCOUNTING FORM:
ROBERT W. GEIS, CPA
AUDITOR-CONTROLLER

By: [Signature]
Deputy Auditor/Controller

APPROVED AS TO FORM:
RAY AROMATORIO
RISK PROGRAM ADMINISTRATOR

By: [Signature]

Accounting Information: Fund 0030, Department 063, Line Item 8200, Program 1930, Project 8554