

**SANTA BARBARA COUNTY
BOARD AGENDA LETTER**



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

Agenda Number:
Prepared on: 1/29/2004
Department Name: General Services
Department No.: 063
Agenda Date: February 3, 2004
Placement: Administrative
Estimate Time: 0 Minutes
Continued Item: NO
If Yes, date from: N/A

TO: Board of Supervisors

FROM: Ronald S. Cortez, Director
General Services Department

STAFF CONTACT: Robert Ooley, AIA, (568-3085)
County Architect

SUBJECT: Santa Barbara County Courthouse
Hall of Records Rehabilitation and Geothermal System Project
Site # F02001; Project # 8644
First Supervisorial District

Recommendation(s):

That the Board of Supervisors:

- A. Award a Construction Agreement in the amount of \$385,400.00 to Schock Contracting Corporation, a local contractor, subject to 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 Chair to execute the Construction Contract upon return of the contractor's executed contract documents, and the review and approval of County Counsel, Auditor-Controller, and Risk Manager or their authorized representatives.
- C. Authorize the Director of General Services to approve change orders in the aggregate amount of 10% of the contract amount.

Alignment with Board Strategic Plan:

The recommendations are primarily aligned with Goal No. 2 Ensure the Public Health and Safety and Provide Essential Infrastructure.

Subject: Santa Barbara County Courthouse: Hall of Records Rehabilitation and Geothermal System
Site # F02001; Project # 8644
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Executive Summary and Discussion:

On December 9, 2003, your Board approved the plans and specifications for the project and directed the General Services Department to advertise for public bidding. The current space in the Historic County Courthouse is inadequate for effective use by the Clerk-Recorder-Assessor in its present state. This situation prompted this project for the historic rehabilitation in full compliance of the Department of Interior Standards for Rehabilitation projects. The project, when complete, will provide full interior environmental control, restored skylight for maximum natural daylight and improved public counter space, file storage, operational space and office automation. On January 21, 2004 the City of Santa Barbara Landmarks Commission reviewed the project with favorable support.

There were three bids submitted. Bids came from both local and out of area vendors. Schock Contracting Corporation, a Santa Barbara based company, is the apparent low bidder. Schock's bid has been deemed a *responsive* bid, and in accordance with the contract requirements. Further, they have been deemed to be a *responsible* company capable of performing this contract and their bid of \$385,400.00 is within the budget for the project. The project is scheduled to be completed within 60 days of the Notice to Proceed.

Mandates and Service Levels:

No change in service level.

Fiscal and Facilities Impacts:

This portion of the project is estimated to cost \$385,400.00 for geothermal system and landscape restoration. Interior restoration is projected to cost \$1,434,600, for a total project cost of \$1,820,000. It is being funded with the Clerk-Recorder-Assessor Department's revenues from the Automation Trust Fund (*Fund 1440*). Funds for this contract have been appropriated and are available in Fund 0030, Dept. 063, Program 1930, Line Item 8200, Project 8644. It is shown in the Department Summary as *Capital Improvements* on page D-342 of the Santa Barbara County Budget for FY 2002-2003.

Special Instructions:

Upon Board approval the Clerk should forward a Minute Order to the County Architect, Courthouse, 2nd Floor Annex.



COUNTY OF SANTA BARBARA
Construction Contract Agreement:
SBCH HR Geothermal Loop System
Project No. 8644

Auditor-Controller Contract No. _____

THIS AGREEMENT is made by and between the County of Santa Barbara, a political subdivision of the State of California, hereinafter called **COUNTY** and **Schock Contracting Corporation, Post Office Box 61505, Santa Barbara, Ca. 93160 (a Local Vendor)**, 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 contract Documents, including the General and Special Conditions and Specifications provided by COUNTY for the work identified above; and where consistent with the Contract Documents, the proposal executed and submitted by the CONTRACTOR. CONTRACTOR acknowledges receipt of all such Contract Documents as were not already in Contractor's possession. Said incorporated Contract 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 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 **Robert Ooley, AIA, County Architect**.
- 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; THREE HUNDRED EIGHTY-FIVE THOUSAND FOUR HUNDRED DOLLARS (\$385,400.00), to be paid as provided in the Contract Documents dated December 22, 2003. 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 agreement amount. 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, 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.

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 the same.

11. TIME FOR COMMENCEMENT, COMPLETION The work to be done under this Agreement shall be completed by **March 31, 2004**, 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. CONTRACTOR shall submit certified payroll with pay request. Pay requests will not be processed without certified payroll. Pay request shall be in the form of AIA standard Pay Request form, with all supporting documents, like: conditional and unconditional releases.

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, 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. Claims must be submitted with the Claims Certification Statement contained in the Bid Package.

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 AND INSURANCE. Provisions in Exhibit A, attached.

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COUNTY OF SANTA BARBARA

Date: _____

CONTRACTOR

Schock Contracting Corporation (a local Vendor)
Post Office Box 61505
Santa Barbara, CA. 93160

BY: _____
Chair
Board of Supervisors

License # 691211
IRS # 33-0761822

BY: _____
Officer

ATTEST:

Michael F. Brown
Clerk of the Board

By: _____
Deputy

APPROVED AS TO FORM:

Stephen Shane Stark
County Counsel

By: _____

APPROVED AS TO ACCOUNTING FORM:

Robert W. Geis, CPA
Auditor-Controller

By: _____

APPROVED AS TO FORM:

John A. Forner
Risk Manager

By: _____

Accounting Information: Fund 0030, Department 063, Line Item 8700, Program 1930, Project 8644

EXHIBIT A

STANDARD INDEMNIFICATION AND INSURANCE PROVISIONS

For Construction activities contracts not requiring engineering or architectural services.

All Construction contracts require Completed Operations Coverage

INDEMNIFICATION

CONTRACTOR shall defend, indemnify and save harmless the COUNTY, its officers, agents and employees from any and all claims, demands, damages, costs, expenses (including attorney's fees), judgements or liabilities arising out of this Agreement or occasioned by the performance or attempted performance of the provisions hereof; including, but not limited to, any negligent act or omission to act on the part of the CONTRACTOR or his agents or employees or other independent contractors directly responsible to him; except those claims, demands, damages, costs, expenses (including attorney's fees), judgements or liabilities resulting from the negligence or willful misconduct of the COUNTY.

CONTRACTOR shall notify the COUNTY immediately in the event of any accident or injury arising out or in connection with this Agreement.

INSURANCE

Without limiting the CONTRACTOR's indemnification of the COUNTY, CONTRACTOR shall procure the following required insurance coverages at its sole cost and expense. All insurance coverages are to be placed with insurers which (1) have a Best's rating of no less than A: VII, and (2) are admitted insurance companies in the State of California. All other insurers require the prior approval of the COUNTY. Such insurance coverage shall be maintained during the term of this Agreement. Failure to comply with the insurance requirements shall place CONTRACTOR in default. Upon request by the COUNTY, CONTRACTOR shall provide a certified copy of any insurance policy to the COUNTY within ten (10) working days.

1. **Workers' Compensation Insurance.** Statutory Workers' Compensation and Employers Liability Insurance shall cover all CONTRACTOR's staff while performing any work incidental to the performance of this Agreement. The policy shall provide that no cancellation, major change in coverage, or expiration shall be effective or occur until at least thirty (30) days after receipt of such notice by the COUNTY. In the event CONTRACTOR is self-insured, it shall furnish a copy of Certificate of Consent to Self-Insure issued by Department of Industrial Relations for State of California. This provision does not apply if CONTRACTOR has no employees as defined in Labor Code Section 3350 et seq. during the entire period of this Agreement and CONTRACTOR submits a written statement to the COUNTY stating that fact.
2. **General and Automobile Liability Insurance.** The general liability insurance shall include personal injury liability coverage, shall afford coverage for all premises and operations of CONTRACTOR including completed operations and shall include contractual liability coverage for this Agreement between COUNTY and CONTRACTOR. The automobile liability insurance shall cover all owned, non-owned and hired motor vehicles that are operated on behalf of

CONTRACTOR pursuant to CONTRACTOR's activities hereunder. COUNTY, its officers, employees, and agents shall be named as Additional Insureds on any policy. A copy of the endorsement evidencing that the COUNTY has been added as a named additional insured on the policy, must be attached to the certificate of insurance. The limit of liability of said policy or policies for general, completed operations and automobile liability insurance shall not be less than \$1,000,000 per occurrence combined single limit for bodily injury and property damage. Personal injury liability coverage shall also be in the amount of not less than \$1,000,000 per occurrence and aggregate. Said policy or policies shall include a severability of interest or cross liability clause or equivalent wording. Said policy or policies shall include a severability of interest or cross liability clause or equivalent wording. Said policy or policies shall contain a provision of the following form: "Such insurance as is afforded by this policy shall be primary and contributory to the full limits stated in the declarations, and if the COUNTY has other valid and collectible insurance for a loss covered by this policy, that other insurance shall be excess only". If the policy providing Liability coverage is a 'claims-made' form, the CONTRACTOR is required to maintain such coverage for a minimum of three years following completion of the performance or attempted performance of the provisions of this agreement. Said policy or policies shall provide that the COUNTY shall be given thirty (30) days written notice prior to cancellation or expiration of the policy or reduction in coverage.

3. **Professional Liability Insurance.** Professional liability insurance shall include coverage for the activities of CONTRACTOR's professional staff with a combined single limit of not less than \$1,000,000 per occurrence for bodily injury and property damage. ". If the policy providing Liability coverage is a 'claims-made' form, the CONTRACTOR is required to maintain such coverage for a minimum of three years following completion of the performance or attempted performance of the provisions of this agreement. Said policy or policies shall provide that COUNTY shall be given thirty (30) days written notice prior to cancellation, expiration of the policy, or reduction in coverage.

CONTRACTOR shall submit to the office of the designated COUNTY representative certificate(s) of insurance documenting the required insurance as specified above prior to this Agreement becoming effective. Current certificate(s) of insurance shall be maintained at all times in the office of the designated County representative as a condition precedent to any payment by COUNTY under this Agreement. The approval of insurance shall neither relieve nor decrease the liability of the CONTRACTOR.

The above insurance requirements are subject to periodic review by the COUNTY. The COUNTY's Risk Manager is authorized to change the above insurance requirements, to include additional types of insurance coverage or higher coverage limits, provided that such change is reasonable based on changed risk of loss or in light of past claims against the COUNTY or inflation. Any such change of provisions for the entire term of the Agreement and any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this Agreement. CONTRACTOR agrees to execute any such amendment within thirty (30) days of receipt.