



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

2009 JUN 11 PM 4:15

COUNTY OF SANTA BARBARA

CLERK

Department Name: General Services  
Department No.: 063  
For Agenda Of: 06-23-09  
Placement: Administrative  
Estimated Time:  
Continued Item: No  
If Yes, date from:  
Vote Required: Majority

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**TO:** Board of Supervisors

**FROM:** Department Robert Nisbet, General Services Director (560-1611)  
Director(s)  
Contact Info: Paddy Langlands, General Services Assistant Director (568-3096)

**SUBJECT:** Award of Contract to Alltech Services, Inc. for Betteravia Building B HVAC Replacement Project #T02001, Fifth Supervisorial District

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**County Counsel Concurrence**

As to form: Yes

**Auditor-Controller Concurrence**

As to form: Yes

**Other Concurrence:** Risk Management

As to form: Yes

**Recommended Actions:**

That the Board of Supervisors:

- 1) Approve the plans and project specifications for the Betteravia Building B HVAC Replacement Project # T02001.
- 2) Approve the award of a contract to Alltech Services, Inc. (not a local vendor) for the replacement of the Betteravia Building B HVAC Units in the amount of \$114,505.00 dollars.
- 3) Authorize the Director of Public Health to approve change orders of an amount not to exceed 10% of the base amount of \$114,505.00 for a total of \$125,956.00 for this contract.

**Summary Text:**

Betteravia Building B houses the Public Health Department's Santa Maria Clinic. There are 14 air conditioning units that were installed over 20 years ago; the equipment is failing and in need of replacement. General Services will provide project management and Public Health is paying directly for all project costs.

**Background:**

General Services conducted a competitive bid on behalf of the Public Health Department. 7 proposals were submitted and Alltech Services, Inc was determined to be the lowest responsible bidder. The specified equipment is consistent with existing footprints which minimizes the need for extensive roof

modifications, and energy-management strategies supported by General Services will be incorporated in the control systems.

**Performance Measure:**

The Contractor (after receiving the Notice to Proceed) shall have 60 days to complete all work called for under the Contract Documents.

**Fiscal and Facilities Impacts:**

Public Health is in the process of applying for special Capital Improvement Program (CIP) funds for construction, renovation, and equipment for Community Health Centers as part of the American Recovery and Reinvestment Act (ARRA). If granted, these funds will be used to fund this project.

Should the department not be successful in its application for ARRA funds for this purpose, the department will use Public Health Fund reserves which are adequate to cover the project and have been designated for health center capital projects.

<b><u>Funding Sources</u></b>	<b><u>Current FY Cost:</u></b>	<b><u>Annualized On-going Cost:</u></b>	<b><u>Total One-Time Project Cost</u></b>
General Fund			
State			
Federal	\$ 125,956.00		\$ 125,956.00
Fees			
Other:			
Total	\$ 125,956.00	\$ -	\$ 125,956.00

**Staffing Impacts:**

**Legal Positions:**  
0

**FTEs:**  
0

**Special Instructions:**

Please send one (1) duplicate original Notice of Completion and a copy of the Minute Order to Richard Whirty, GS/Support Services Div., Courthouse East Wing.

Please return an electronic copy of the Minute Order to the PHD Contracts Unit at [PHDRES.ContractsUnit@sbcphd.org](mailto:PHDRES.ContractsUnit@sbcphd.org)

**Attachments:**

Plans and Project Specifications for Betteravia Building #B HVAC Units Replacement Project T02001 County of Santa Barbara Agreement with Alltech Services, Inc.

**Authored by:**

Anne Fearon, Public Health Department

**cc:** Richard Whirty, General Services

**COUNTY OF SANTA BARBARA AGREEMENT**  
Betteravia Building "B" HVAC Replacement.  
Project No. T02001

THIS AGREEMENT is made by and between the County of Santa Barbara, a political subdivision of the State of California, hereinafter called COUNTY, and Alltech Services 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 the entire 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 the Technical Representative named in the Notice to Bidders.

**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;

One Hundred Fourteen Thousand Five Hundred Five Dollars (\$114,505.00)

to be paid as provided in the Contract Documents dated 6/23/09. The CONTRACTOR assumes and will provide against any and all loss or damage arising out of the nature 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, 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.

#### **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 within one hundred eighty (180) working 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, 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 AND INSURANCE.  
Provisions in Exhibit A, attached.

COUNTY OF SANTA BARBARA

CONTRACTOR

Date: \_\_\_\_\_

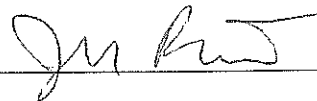
Name Alltech Services Inc.

By: \_\_\_\_\_

License # 766034

Chair, Board of Supervisors

IRS 77-0571585

By: 

ATTEST:  
Michael F. Brown  
Clerk of the Board

APPROVED AS TO FORM:  
Dennis Marshall  
County Counsel

By: \_\_\_\_\_

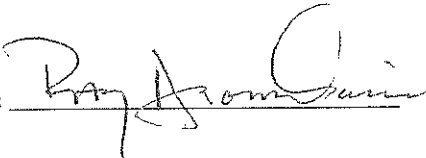
By: 

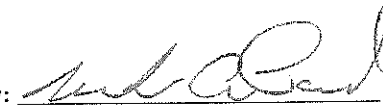
APPROVED AS TO  
INSURANCE FORM:

APPROVED AS TO  
ACCOUNTING FORM:

Ray Aromatorio, ARM, AIC  
Risk Program Administrator

Robert W. Geis, CPA  
Auditor-Controller

By: 

By: 

Accounting Information: Fund 0042, Department 041, Line Item Account 8200, Program 1606.





**CERTIFICATE OF INSURANCE TRANSMITTAL FORM**



FOR THE FOLLOWING DESCRIBED PROJECT:

Project Title: **Betteravia Building # B HVAC Units Replacement**

County Project No: **T02001** (Hereinafter referred to as the Contract) and

CONTRACTOR:

Alltech Services, Inc.  
202 Tank Farm Rd.  
Suite B 2  
San Luis Obispo, CA 93401

**The County of Santa Barbara must be named as an additional insured on all certificates.**

In addition to the above, the following information must appear on the certificate

Project Title: **Betteravia Building # B HVAC Units Replacement**

County Project No. **T02001**

This form must be attached to all insurance forms sent to the County of Santa Barbara, Department of General Services.

A handwritten signature in black ink, appearing to be "John W. Smith", is written over a horizontal line.

Authorized Insurance Company Representative's Signature

*This form may be reproduced as required.*



P.O. BOX 420807, SAN FRANCISCO, CA 94142-0807

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

ISSUE DATE: 04-06-2009

GROUP: 000713  
POLICY NUMBER: 0028980-2008  
CERTIFICATE ID: 22  
CERTIFICATE EXPIRES: 01-13-2010  
01-13-2009/01-13-2010

COUNTY OF SANTA BARBARA  
123 E ANAPAMU ST RM 8  
SANTA BARBARA CA 93101-2025

SL

JOB: BETTARAVIA BUILDING #B  
HVAC UNITS REPLACEMENT  
COUNTY PROJECT # T02001

This is to certify that we have issued a valid Workers' Compensation insurance policy in a form approved by the California Insurance Commissioner to the employer named below for the policy period indicated.

This policy is not subject to cancellation by the Fund except upon 30 days advance written notice to the employer.

We will also give you 30 days advance notice should this policy be cancelled prior to its normal expiration.

This certificate of insurance is not an insurance policy and does not amend, extend or alter the coverage afforded by the policy listed herein. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate of insurance may be issued or to which it may pertain, the insurance afforded by the policy described herein is subject to all the terms, exclusions, and conditions, of such policy.

*James Neary*  
AUTHORIZED REPRESENTATIVE

*Janet Frank*  
PRESIDENT

EMPLOYER'S LIABILITY LIMIT INCLUDING DEFENSE COSTS: \$1,000,000 PER OCCURRENCE.

ENDORSEMENT #1700 - ALLEE, WILLIAM M - EXCLUDED.

ENDORSEMENT #2065 ENTITLED CERTIFICATE HOLDERS' NOTICE EFFECTIVE 01-13-2009 IS ATTACHED TO AND FORMS A PART OF THIS POLICY.

EMPLOYER

ALLTECH SERVICES, INC.  
202 TANK FARM RD STE B2  
SAN LUIS OBISPO CA 93401

SL

[B17,SL]

# ACORD CERTIFICATE OF LIABILITY INSURANCE

OP ID SH  
ALLTE-1

DATE (MM/DD/YYYY)  
04/06/09

PRODUCER  
Morris & Garritano Insurance  
Agency License #0305584  
PO Drawer 1189  
San Luis Obispo CA 93406-1189  
Phone: 805-543-6887 Fax: 805-543-3064

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED  
  
Alltech Services, Inc.  
202 Tank Farm Road #B2  
San Luis Obispo CA 93401

INSURERS AFFORDING COVERAGE		NAIC #
INSURER A:	Peerless Insurance Company	
INSURER B:	Fireman's Fund Insurance Co.	21873
INSURER C:		
INSURER D:		
INSURER E:		

## COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADDP NSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	X	GENERAL LIABILITY	CBP8543291	01/14/09	01/14/10	EACH OCCURRENCE	\$ 1,000,000
		<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> PD Ded: \$1,000 GENL. AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/DP AGG \$ 2,000,000	
A	X	AUTOMOBILE LIABILITY	BA8554906	01/14/09	01/14/10	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
		<input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$	
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	\$
		<input type="checkbox"/> ANY AUTO <input type="checkbox"/>				OTHER THAN AUTO ONLY: EA ACC	\$
						AGG	\$
B	X	EXCESS/UMBRELLA LIABILITY	SSE81838112	01/14/09	01/14/10	EACH OCCURRENCE	\$ 5,000,000
		<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				AGGREGATE \$ 5,000,000 \$ \$ \$	
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATUTORY LIMITS	OTHER
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER				E.L. EACH ACCIDENT	\$
						E.L. DISEASE - EA EMPLOYEE	\$
						E.L. DISEASE - POLICY LIMIT	\$

### DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Project Title: Betteravia Building #B HVAC Units Replacement - County  
 Project No. T02001 - The County of Santa Barbara, its officers, employees, and agents are Additional Insured per attached Forms CBP8543291 and GECA701  
 0107 - \*10 Days Notice to Cancel for Nonpayment of Premium.

### CERTIFICATE HOLDER

COUNTYS

County of Santa Barbara  
 123 E Anapamu St., Room 8  
 Santa Barbara CA 93101

### CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION

DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL

\*30 DAYS WRITTEN

NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL

IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR

REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

