

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: 3/04/04
Department Name: Public Works and General Services
Department No.: 054 and 063
Agenda Date: 03/16/04
Placement: Administrative
Estimate Time: N/A
Continued Item: No
If Yes, date from:

TO: Board of Supervisors

FROM: Phillip M. Demery, Director
Public Works Department

Ronald S. Cortez, Director
General Services Department

STAFF CONTACT: Grady Williams, P.E., Project Manager (568-3083)
General Services Department

SUBJECT: Public Works Service Center, Santa Maria
Site # T03010; Project # 8643
5th Supervisorial District

Recommendations:

That the Board of Supervisors:

- A. Award a Construction Agreement in the amount of \$2,174,408.00 to Deferville Construction, Inc. 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 Public Works to approve change orders to the Construction Contract 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.

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Executive Summary and Discussion:

General: A new Service Center Building is proposed for the Foster Road campus in Santa Maria. The project has been approved in this year's Capital Improvement Plan and was first included the Capital Projects Program beginning FY 2002/2003. The project location is immediately south of the County's existing Planning and Development Department's building. It will provide approximately 11,500 SF of office and public space for Public Works functions, including Water Resources, Disaster Recovery, Permits, Construction, Sanitation, Transportation, Solid Waste and Surveys. It will accommodate 45 employee working spaces, meeting existing and projected near-term future operation and staff needs of these divisions. Some of the divisions are currently occupying leased space at a cost of about \$10,000 per month. This project will consolidate the Public Works functions into one area providing increased efficiency, and progress in the goal of the County Board of Supervisors to own and operate facilities rather than lease. The building design has several environmentally friendly features, and meets the definition of a "Green Facility". A Final EIR and related certifications was approved by the Board of Supervisors at the January 13, 2004 Public Hearing.

Bidding and Award: Two bids were accepted, (a third bidder missed the Bid Opening deadline by one minute). The low bidder is Deferville Construction, Inc., a local contractor. The base bid amount is \$2,085,000 which is 16% higher than the engineer's estimate. The next lowest bid, by Morrissey Construction, was \$150,800 higher. Based on previous experience with these two firms, it is believed these two bidders provide the County with exceptionally high quality bids.

The bid documents required bidders to give prices for 13 different, alternative add-on's, in addition to the base bid, to provide the County flexibility in determining total construction cost. Departmental funds are available for the base bid, plus three of these alternates add-on's. The add-on bid items that are being accepted by the Department are as follows: a) \$68,720 for solar power capability to the building, which will generate about one-third of the building's power needs during business hours, and rewind the power meter during sunny, non-business hours; b) \$16,200 for installation of a "gray water" system, which recycles sink and drinking-water-fountain water for the building's landscape irrigation; and c) \$4,488 to add sheet metal caps over exposed rafters to reduce long-term maintenance. The total contract amount, including the base bid plus the add-on's, is thus \$2,174,408.

Mandates and Service Levels:

No change in program or service levels.

Fiscal and Facilities Impacts:

The project is fully funded. Various Public Works funds will reimburse Capital Outlay for the funds allocated to design and construct this project, (Transportation 60%, Surveys 6%, Water Resources 17%, and Utilities 17%). Funds for this contract have been appropriated and are available in Fund

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0030, Dept. 054, Line Item 8700, Program 4007PW Capital Projects, Project FOSTER. It is shown in the Department Summary as *Capital Improvements* on page D-342 of the Santa Barbara County Budget for FY 2003-2004. The \$10,000/mo savings from existing lease cost will offset reimbursement of the Capital Outlay.

Upon completion of this facility, an additional 11,500 square feet general office facility space will be added to County's maintained building program.

Special Instructions:

Upon approval, please forward a Minute Order to Grady Williams, Facilities Services Division, General Services Department and also to Phil Demery, Public Works.



COUNTY OF SANTA BARBARA AGREEMENT FOR

Project Title: **Public Works Administration Building**
County Project No. **Error! Reference source not found.**

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 **Deferville Construction, 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 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 **PLUS ALTERNATES 10, 12 AND 13**, to be paid to the CONTRACTOR for satisfactory completion of all requirements of the Contractor under this Agreement is and shall be; **TWO MILLION ONE HUNDRED SEVENTY-FOUR THOUSAND FOUR HUNDRED AND EIGHT (\$2,174,408) DOLLARS**, to be paid as provided in the Contract Documents dated **January 12, 2004**. 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, 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. CONTRACT DOCUMENTS shall include the following: a) final architectural drawings, b) final structural drawings, c) final mechanical/electrical/plumbing drawings, d) final landscaping and landscape irrigation drawings, e) final project technical specifications, f) general provisions, and g) special provisions.

11. **TIME FOR COMMENCEMENT, COMPLETION** The work to be done under this Agreement shall be completed within **one hundred twenty (120)** 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, 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 (Public Contracts Code: /7102, /20104 et seq., Spearin 1918, California Penal Code /72, California Government Code /12560 et seq. and others). Should any dispute arise respecting the work or meaning of any of the plans or specifications affecting the work or with respect to 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. **Any claim submitted for consideration shall have a mandatory Claims Certification signed by a principal in the company.**

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.

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CONTRACTOR

Principal/Owner

BY: _____

COUNTY OF SANTA BARBARA

Date: _____

BY: _____

Joseph Centeno, Chair
Board of Supervisors

APPROVED AS TO FORM:

Stephen Shane Stark
County Counsel

By: _____

APPROVED AS TO FORM:

John A. Forner
Interim Risk Manager

By: _____

Address: _____

City/State/Zip: _____

License #: _____ IRS # _____

ATTEST:

Michael F. Brown
Clerk of the Board

BY: _____

Deputy

APPROVED AS TO ACCOUNTING FORM:

Robert W. Geis, CPA
Auditor-Controller

By: _____

Accounting Information:

Fund 0001, Department 063, Program 1930, Account 8643