

**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: 2/12/2004
Department Name: General Services
Department No.: 063
Agenda Date: February 17, 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: Grady Williams, PE, (568-3083)
Project Manager
SUBJECT: Santa Maria Animal Services Shelter
Fifth Supervisorial District

Recommendation(s):

That the Board of Supervisors:

- A. Award a Construction Agreement in the amount of \$3,785,460.00 to Morrissey Construction Company 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.

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Executive Summary and Discussion:

The Santa Maria Animal Shelter will be a 17,577 square foot one-story animal shelter with a 2,589 square foot interior court for a total area of 20,166 square feet on approximately 5 acres of land. Based on the site plan, the animal shelter, will include areas for up to: 70 visitors, 12 shelter staff and 5-20 volunteers, 114 cats and 79 dogs, and an area for other small, domesticated animals. A veterinarian clinic and surgical suite will include a reception area for the public and infirmary and quarantine area. The public area will include an interior yard for 12 people to interact with dogs, a visitation lounge for cats, a classroom for 42 people, a break room for 6 people, and public restrooms. The administrative area includes the Shelter Director's office, volunteer office, and offices for clerical, shelter and field staff. There are also areas for stray animal drop-off, animal intake and registration, food preparation, animal grooming, laundry, euthanasia, and dead animal storage. The five-acre project site is part of the 90-acre County-owned parcel that houses a complex of County facilities known as the Foster Road Campus, located south of West Foster Road and west of California Boulevard, in the City of Santa Maria. A Final EIR and related certifications was approved by the Board of Supervisors at the January 13, 2004 Public Hearing.

There were five bids submitted. Bids came from both local vendors and out of area vendors. After one local bidder withdrew his bid due to a technical error he had made, Morrissey Construction, a company based in Oceanside and currently performing work at UCSB, became the apparent low bidder. Morrissey Construction'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. Their bid of \$3,785,460 is 6% higher than the approved construction budget for this project, a shortfall of \$229,144. Morrissey Construction has provided value engineering that results in a reduction of construction cost of \$227,475. The Department of Public Health will contribute \$50,000 to make-up the remaining funding shortfall of \$1,669, and provide additional funds for related equipment that will be purchased by the County under separate contract.

Mandates and Service Levels:

No change in service level.

Fiscal and Facilities Impacts:

Most of the project cost is covered by Department and General funds. Over twenty-five percent of the project cost has been funded by private donations and grants. The Santa Barbara Animal Care Foundation has raised over \$125,000 in pledges from the public, the Humane Society has pledged \$300,000 for the spay and neuter clinic, and the Wendy P. McCaw Foundation has pledged \$819,000 to complete the funding on the total project. Money from the sale of County excess property on Graciosa Road and the existing shelter will also help fund the new shelter. Funds for the current fiscal year have been appropriated and are available in Fund 0030 Department 063, Account 8700, Program 1930, Project 8625. It is shown in the Department Summary as *Capital Improvements* on page D-342 of the Santa Barbara County Budget for FY 2002-2003.

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Upon completion of this facility, an additional 18,000 square feet general office facility space will be added to County's maintained building program. The maintenance, utility and janitorial costs for the Court facility are estimated at \$4.80 per square foot per year for a total annual cost of \$86,400.

Special Instructions:

Upon approval and execution, the Clerk should forward a Minute Order to Grady Williams, Office of the County Architect, Courthouse Annex, 2nd floor.



COUNTY OF SANTA BARBARA
AGREEMENT FOR:
General Services Project No. F61316 / 8612
County of Santa Barbara
Santa Maria Animal Services
Foster Road County Campus, Santa Maria, CA

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 _____, 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 Grady Williams, P.E., Project Manager

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 X , 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 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 three hundred ninety-five (395) 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 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.

COUNTY OF SANTA BARBARA

CONTRACTOR

Date: _____

BY: _____
Naomi Schwartz, Chair
Board of Supervisors

License # _____

IRS #

BY:

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 862