

**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: 8/17/06 Rev. 9/06/06

Department: General Services

Budget Unit: 063

Agenda Date: 9/12/06

Placement: Administrative

Estimate Time: N/A

Continued Item: No

TO: Board of Supervisors

FROM: Bob Nisbet, Director (560-1011)
General Services Department

STAFF CONTACT: Paddy Langlands, Assistant Director (568-3096)
General Services Department, Support Services Division

SUBJECT: Santa Barbara Jail Boiler Replacement
Project J03010
2nd Supervisorial District

Recommendations:

That the Board of Supervisors:

- a) Award and execute a Fixed Price Construction Contract in the amount of \$329,857.00 to the lowest responsible bidder, MM Mechanical, Inc., 1027 Cindy Lane, Carpinteria, CA 93013, (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 change orders of an amount not to exceed \$28,992.85 which is 10% of a base amount of \$250,000 plus 5% of the bid in excess of the base amount, or \$79,857.00 for this contract and
- c) Approve a Budget Revision in the amount of \$313,605.00.

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 Jail Boiler Replacement #J03010
2nd Supervisorial District
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Executive Summary and Discussion:

The existing boilers that supply hot water for the main jail heating and sanitary use are approximately 35 years old and have exceeded their useful life. One of the 2 boilers is beyond repair and is shut down leaving us with no backup or redundancy. The 2nd boiler requires virtually daily maintenance and/or repairs to keep it running.

Plans and specifications for the installation of County supplied new boilers were sent to or requested by 9 potential bidders, 7 of whom attended the mandatory job walk. There were 2 bids submitted for this project. MM Mechanical, Inc., a Carpinteria, CA. based company, is the low bidder. Their bid of \$329,857.00 is 2.2 times higher than the construction estimate of \$150,000.00 for this project. The estimate was based on a year old study that underestimated the complexity of the project and did not take into the account the recent increases in construction costs in the area. In addition, the specifications had to be amended after going to bid to comply with a state mandated requirement for hot water for bathing each prisoner at least once every 48 hours, forcing the bidders to include additional costs to provide a temporary hot water supply during construction.

The next lowest (only other) bid received was \$483,000.00, which is 3.2 times higher than the estimate.

Mandates and Service Levels:

As indicated, there is a State mandate (Title 24 section 470A.3.4 and Title 15 section 1266 of the California Code of regulations) to provide hot water for bathing each prisoner at least once every 48 hours. No change in service levels.

Fiscal and Facilities Impacts:

The project cost, including engineer fees, permits, inspection fees, new equipment, construction, and an adequate contingency, is estimated to be \$610,620.49. Because of the \$179,857.00 construction cost increase, funding of \$100,000 from the Sheriff's Department, using salary savings, is recommended for this project in order to maintain most of the current year's deferred maintenance projects. The balance of funding is from the General Services Capital Maintenance Program.

With approval of the Budget Revision Request, funds for this project will be available in Fund 0001 Department 063, Account 7671, Program 1225, Project J03010, Org. Unit 6011, Activity E1.

Special Instructions:

Please send duplicate original Contract and Minute Order to Jack Williams, GS/Facilities Services Div., Courthouse East Wing.



COUNTY OF SANTA BARBARA
AGREEMENT FOR:
Main Jail Boilers Replacement
Project No. J03010

THIS AGREEMENT is made by and between the County of Santa Barbara, a political subdivision of the State of California, hereinafter called COUNTY, and **MM Mechanical**, 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 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;

Three hundred twenty nine thousand eight hundred fifty seven Dollars (\$329,857.00) 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 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 Sixty (60) 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.

In Witness Whereof, the parties have executed this agreement to be effective on the date executed by the County.

COUNTY OF SANTA BARBARA

ATTEST:

Michael F. Brown
Clerk of the Board

By: _____
Chair, Board of Supervisors

By: _____
Deputy

Date: _____

APPROVED AS TO FORM
Stephen Shane Stark
County Counsel

APPROVED AS TO
ACCOUNTING FORM:
Robert W. Geis, CPA
Auditor-Controller

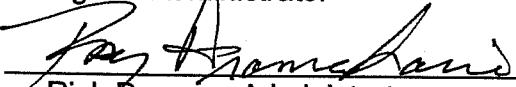
By:  _____
Deputy

By:  _____
Deputy

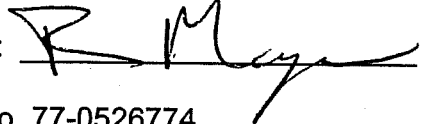
APPROVED AS TO
INSURANCE FORM:
Risk Program Administrator

CONTRACTOR

Name: MM Mechanical

By:  _____
Risk Program Administrator

License # C36 C-4 774231

By:  _____
Fed. ID No. 77-0526774

Accounting Information: Fund 0001, Dept. 063, Acct 7671, Prog 1225

Contract Summary Form:

Contract Number: BC-07-058

Complete data below, print, obtain signature of authorized departmental representative, and submit this form (and attachments) to the Clerk of the Board (>\$100,000). If less than \$100,000, submit a purchasing requisition to the Purchasing Division of General Services. See "Online Purchasing Manual" under "General Services", "Purchasing", "Policies and Procedures." *"See also "Contracts for Services" policy. Form not applicable to revenue contracts.*

D1. Fiscal Year: FY 2006/2007
 D2. Budget Unit Number (plus -Ship/-Bill codes in paren's)...:
 D3. Requisition Number:
 D4. Department Name.....: General Services
 D5. Contact Person.....: Jack T. Williams
 D6. Phone.....: 2533

K1. Contract Type (check one): Personal Service Capital Project/Construction
 K2. Brief Summary of Contract Description/Purpose.....: Replace Main Jail Boilers
 K3. Original Contract Amount.....: \$329,857.00
 K4. Contract Begin Date.....: TBD
 K5. Original Contract End Date.....: TBD
 K6. Amendment History (leave blank if no prior amendments):

Seq#	EffectiveDate	ThisAmndtAmt	CumAmndtToDate	NewTotalAmt	NewEndDate	Purpose (2-4 words)
		\$	\$	\$		

K7. Department Project Number: J03010

B1. Is this a Board Contract? (Yes/No).....: yes
 B2. Number of Workers Displaced (if any): None
 B3. Number of Competitive Bids (if any): 2
 B4. Lowest Bid Amount (if bid).....: \$329,857.00
 B5. If Board waived bids, show Agenda Date.....:
 B6. ... and Agenda Item Number.....: #
 B7. Boilerplate Contract Text Unaffected? (Yes / or cite ¶¶) : Yes

F1. Encumbrance Transaction Code: 1701
 F2. Current Year Encumbrance Amount: \$329,857.00
 F3. Fund Number: 0001
 F4. Department Number.....: 063
 F5. Division Number (if applicable).....:
 F6. Account Number.....: 7671
 F7. Cost Center number (if applicable): 1225
 F8. Payment Terms.....: Net 30

V1. Vendor Numbers (A=uditor; P=urchasing): A -
 V2. Payee/Contractor Name: MM Mechanical
 V3. Mailing Address.....: 1027 Cindy lane
 V4. City State (two-letter) Zip (include +4 if known).....: Carpinteria, CA 93013
 V5. Telephone Number.....: (805) 745-1126
 V6. Contractor's Federal Tax ID Number (EIN or SSN): 77-0526774
 V7. Contact Person: Rob Mager
 V8. Workers Comp Insurance Expiration Date.....: 1/1/2007
 V9. Liability Insurance Expiration Date[s] (G=enl; P=rofl) ...: G 4/1/2007
 V10. Professional License Number: #774231
 V11. Verified by (name of County staff): Jack T. Williams
 V12. Company Type (Check one): Individual Sole Proprietorship Partnership Corporation

I certify: information complete and accurate; designated funds available; required concurrences evidenced on signature page.

Date : Authorized Signature 

EXHIBIT A
STANDARD INDEMNIFICATION AND INSURANCE PROVISIONS

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), judgments 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 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), judgments or liabilities resulting from the sole negligence or willful misconduct of the COUNTY.

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

Insurance:

Without limiting the CONTRACTOR's indemnification of the COUNTY, CONTRACTOR shall procure the following required insurance coverage's at its sole cost and expense. All insurance coverage's 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, or expiration or reduction of coverage 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 bodily injury, property damage and personal injury liability coverage, shall afford coverage for all premises, operations, products and completed operations of CONTRACTOR and shall include contractual liability coverage sufficiently broad so as to include the insurable liability assumed by

the Contractor in the indemnity and hold harmless provisions [above] of the Indemnification Section of 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. CONTRACTORS shall require all subcontractors to be included under its policies or furnish separate certificates and endorsements to meet the standards of these provisions by each subcontractor. COUNTY, its officers, employees, and agents shall be Additional Insured status on any policy. A cross liability clause, or equivalent wording, stating that coverage will apply separately to each named or additional insured as if separate policies had been issued to each shall be included in the policies. A copy of the endorsement evidencing that the policy has been changed to reflect the Additional Insured status must be attached to the certificate of insurance. The limit of liability of said policy or policies for general and automobile liability insurance shall not be less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate. Any deductible or Self-Insured Retention {SIR} over \$10,000 requires approval by the COUNTY.

Said policy or policies shall include 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 non-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 on 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.

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. COUNTY shall maintain at current certificate(s) of insurance all times in the office of the designated County representative as a condition precedent to any payment under this Agreement. Approval of insurance by COUNTY or acceptance of the certificate of insurance by COUNTY shall not relieve or decrease the extent to which the contractor may be held responsible for payment of damages resulting from CONTRACTOR'S services of operation pursuant to the contract, nor shall it be deemed a waiver of COUNTY'S rights to insurance coverage hereunder

In the event the CONTRACTOR is not able to comply with the COUNTY'S insurance requirements, COUNTY may, at their sole discretion and at the CONTRACTOR'S expense, provide compliant coverage.

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, with concurrence with County Counsel, 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. This option may be exercised during any amendment of this Agreement that results in an increase in the nature of COUNTY's risk and such change of provisions will be in effect for the term of the amended Agreement. Such change pertaining to types of insurance coverage or higher coverage limits must be made by written amendment to this Agreement. CONTRACTOR agrees to execute any such amendment within thirty (30) days of acceptance of the amendment or modification.