



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

Department Name: GS / Facilities  
Department No.: 063  
For Agenda Of: 3/17/2009  
Placement: Administrative  
Estimated Tme: N/A  
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 (560-1011)  
Director(s) *Robert Nisbet*  
Contact Info: Paddy Langlands, General Services Assistant Director (568-3097)

**SUBJECT:** Award of Contract to Ventura Directional Drilling for Sheriff's Campus Exterior Sewer Line Replacement Project # J03000

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**County Counsel Concurrence**

As to form: yes

**Other Concurrence:** Risk Management

As to form: yes

**Auditor-Controller Concurrence**

As to form: yes

Recommended Actions:

- 1) That the Board approve the plans and project specifications for the Santa Barbara County Sheriff's Campus Exterior Sewer Line Replacement Project #J03000
- 2) That the Board approve the award of a contract to Ventura Directional Drilling (not a local vendor) for the Santa Barbara County Sheriff's Campus Exterior Sewer Line Replacement in the amount of \$ 258,107.00 dollars.
- 3) That the Board authorize the Director of General Services to approve change orders of an amount not to exceed 10% of a base amount of \$25,810.00 plus 5% of the bid in excess of the base amount or \$ 38,715.00 for this contract.

**Summary Text:**

Project scope is to replace the existing exterior sewer piping, manholes and clean outs at the main Jail which have deteriorated beyond repair.

**Background:** Due to continued failures of the existing sewer system for the County Jail. The Sheriff commissioned a technical evaluation in 2005 by MM Mechanical. Through the use of pipeline cameras MM documented the many deficiencies and outright pipeline failures of the existing sewer system. They concluded that the entire exterior sewer pipeline and manholes should be replaced as soon as possible as the risk of a catastrophic failure of the sewer system in the near future was inevitable.

On December 16, 2008 a job walk was held for this project and was attended by 26 interested contractors. At the bid opening on January 8<sup>th</sup> we received a total of 11 bids for the project ranging from a low of \$258,107 to a high of \$568,000. Ventura Directional Drillings low bid contains a combination of both directional drilling and conventional trenching. This combination of construction techniques will result not only in a lower than anticipated cost to the County but also significant reduction in the disruption to the daily operations at the Main Jail and Sheriffs complex while under construction.

**Fiscal and Facilities Impacts:**

**Budgeted: Yes**

This project is fully funded in the Capital Maintenance Program

Fund 0001, Dept 063, Line item 7671, Program1225, O Unit 6006, Project J03000, Activity J1, budget for FY 08/09.

**Fiscal Analysis:**

| <b><u>Funding Sources</u></b> | <b><u>Current FY Cost:</u></b> | <b><u>Annualized<br/>On-going Cost:</u></b> | <b><u>Total One-Time<br/>Project Cost</u></b> |
|-------------------------------|--------------------------------|---|---|
| General Fund                  | \$ 296,822.00                  |   | \$ 296,822.00                                 |
| Total                         | \$ 296,822.00                  | \$ -  | \$ 296,822.00                                 |

**Narrative:**

Capital Maintenance budget to fund the contract plus contingency, for a total of \$ 346,822.00

**Staffing Impacts:**

**Legal Positions:**

None

**FTEs:**

None

**Special Instructions:** Please send one (1) signed original of the contract and a copy of the Minute Order to Richard Whirty, GS/Support Services Div., Courthouse East Wing.

**Attachments:**

One (1) original contract, one (1) duplicate original contract, contract summary

**Authored by:** Richard Whirty, Project Manager, Ext# 3086

**Contract Summary Form:**

Contract Number: BC-09-090

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 2008-2009  
 D2. Budget Unit Number (plus -Ship/-Bill codes in paren's).. :  
 D3. Requisition Number ..... :  
 D4. Department Name..... : General Services  
 D5. Contact Person..... : Richard Whirty  
 D6. Phone ..... : 568-3086

K1. Contract Type (check one):  Personal Service  Capital Project/Construction  
 K2. Brief Summary of Contract Description/Purpose..... : Replacement of exterior sewer mains and manholes at jail  
 K3. Original Contract Amount..... : \$296,822.00  
 K4. Contract Begin Date ..... : 3/17/09  
 K5. Original Contract End Date..... : 120 days after Notice to Proceed is given  
 K6. Amendment History (leave blank if no prior amendments):

| <u>Seq#</u> | <u>EffectiveDate</u> | <u>ThisAmndtAmt</u> | <u>CumAmndtToDate</u> | <u>NewTotalAmt</u> | <u>NewEndDate</u> | <u>Purpose (2-4 words)</u> |
|-------------|----------------------|---------------------|-----------------------|--------------------|-------------------|----------------------------|
|             |                      | \$                  | \$                    | \$                 |                   |                            |

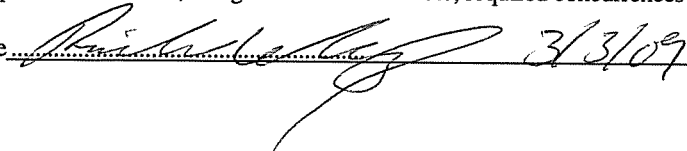
K7. Department Project Number ..... : J03000

B1. Is this a Board Contract? (Yes/No)..... : Yes  
 B2. Number of Workers Displaced (if any) ..... : none  
 B3. Number of Competitive Bids (if any) ..... : 11  
 B4. Lowest Bid Amount (if bid)..... : \$258,107.00  
 B5. If Board waived bids, show Agenda Date..... : N/A  
 B6. ... and Agenda Item Number..... : #  
 B7. Boilerplate Contract Text Unaffected? (Yes / or cite ¶¶) : yes

F1. Encumbrance Transaction Code ..... : 1701  
 F2. Current Year Encumbrance Amount ..... : \$296,822.00  
 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) ..... :  
 V2. Payee/Contractor Name ..... : Ventura Directional Drilling  
 V3. Mailing Address..... : P.O. Box # 1574  
 V4. City State (two-letter) Zip (include +4 if known)..... : Ventura, Ca. 930002-1574  
 V5. Telephone Number..... : 1-805-642-5000  
 V6. Contractor's Federal Tax ID Number (EIN or SSN)..... : 75-3047807  
 V7. Contact Person ..... : John Fields  
 V8. Workers Comp Insurance Expiration Date..... : 06/01/2009  
 V9. Liability Insurance Expiration Date[s] (G=enl; P=rofl) ... : G 02/14/2010  
 V10. Professional License Number ..... : # 831782  
 V11. Verified by (name of County staff) ..... : Richard Whirty  
 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  3/3/09



**COUNTY OF SANTA BARBARA AGREEMENT**  
County of Santa Barbara Sheriff's Campus Exterior Sewer  
Replacement.  
Project No. J03000

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

Directional Drilling, 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;

Two Hundred Fifty Eight Thousand One Hundred Seven Dollars (\$258,107.00)

to be paid as provided in the Contract Documents dated Feb 26 2009. 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: \_\_\_\_\_

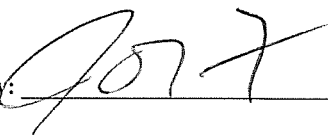
Name Ventura Directional Drilling

License # 831782

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

IRS 75-3047807

Chair, Board of Supervisors

By: 

ATTEST:  
Michael F. Brown  
Clerk of the Board

APPROVED AS TO FORM:  
Dennis Marshall  
County Counsel

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

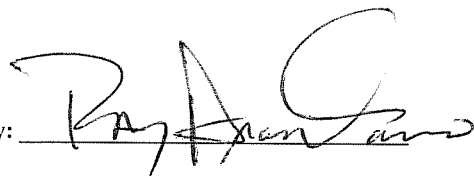
By: 

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 0001, Dept. 063, Acct 7671, Prog 1225