



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: General Services
Department No.: 063
For Agenda Of: January 12, 2010
Placement: Administrative
Estimated Time: N/A
Continued Item: No
If Yes, date from:
Vote Required: Majority

TO: Board of Supervisors

FROM: Department Bob Nisbet (560-1011) *Robert Nisbet*
Director(s)
Contact Info: Paddy Langlands, Assistant Director (568-3096)

SUBJECT: Clerk Recorder Assessor Election Division Consolidation Project #8685, Phase II –
Award of Construction Contract
2nd Supervisorial District

County Counsel Concurrence

As to form: Yes

Other Concurrence: Risk Management

As to form: Yes

Auditor-Controller Concurrence

As to form: Yes

Recommended Actions:

That the Board of Supervisors:

- A. Award and execute a Fixed Price Construction Contract for Phase II of the Clerk Recorder Assessor Election Division Consolidation Project (Project #8685) in the amount of \$205,161 to the lowest responsible bidder willing to honor their bid, SBS Corporation (not 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 chair to execute the construction contract upon return of the Contractor's executed contract documents, and the review and approval of the County Counsel, Auditor-Controller and Risk Manager or their authorized representatives; and
- C. Authorize the Director of General Services to approve change orders of an amount not to exceed 10% of a base amount of \$250,000 plus 5% of the bid in excess of the base amount, or \$20,516 for this contract.

Summary Text:

There are 3 phases to this project: IA, IB and II; Phase IA, is significantly complete, and Phase IB is anticipated to begin in January of 2010 pending the Board of Supervisor's approval on January 5, 2010. Phase II will perform maintenance alterations to 6,000sf of the lower level and 6,000sf of the upper level of the building, including removal of non-load bearing walls, installation of built-in casework, flooring replacement, paint, and wiring for electrical and phone/data outlets. The total cost of Phase II including design, construction and administration, is estimated to be \$710,027. SBS Corporation (not a local vendor) is the lowest bidder willing to honor their bid. Construction is anticipated to begin in February 2010, and be completed by May of 2010.

Background:

The Veterans Administration Building located at 4440 Calle Real, Santa Barbara, is a 24,000 square foot county owned facility built in 1967 on the Calle Real Campus. In 2005 the US Federal Veteran's Administration vacated all but approximately 6,000sf on the upper level of the building, and continues to serve as an outpatient clinic. Since that time most of the building has remained vacant and several options have been studied for how best to use the building including possible use as an interim Emergency Operations Center (EOC). It was subsequently determined that the space would adequately serve the needs of the Clerk Recorder Assessor's Elections division and allow consolidation of staff and operations presently housed within 3 different facilities including leased space.

Phase IA of this project was completed in 2009 and accomplished repairs to the existing space within the Veteran's Clinic to allow it to serve as a ballot storage room including removal of built in casework, addition of an FM-200 fire suppression system, and general maintenance. Phase IB will perform similar maintenance to 6,000sf of the lower level of the building including carpet replacement, demolition of select non-load bearing partitions, paint, and distribution of data and telephone to serve as the county's Vote by Mail Processing facility (note: In the past this function was performed in leased space at an annual cost of about \$200,000/year). The total project cost of Phases IA and IB is estimated at \$500,000.

Phase II, the subject of the recommended Board action herein, will repair the remainder of available square footage on the 1st floor of the Vets Building not repaired during Phases IA or IB (approximately 6,000sf), and approximately 6,000sf of the 2nd floor and will also prepare the building for the installation of an emergency generator automatic transfer switch, installation of a card reader access system, a security camera system and relocation of the existing server. The total cost of Phase II is \$710,027.

There were 13 bids submitted for Phase II. The low bidder, SBS Corporation, has been determined to be a responsible company capable of performing this work, and their bid is deemed responsive. Their bid of \$205,161 is below the amount budgeted for the project. The second lowest bid was \$216,788, and the average of all bids was \$277,055. Approval of the Board recommended action will allow SBS Corporation to commence construction on Phase II of the project.

Performance Measure:

With approval of the recommended actions, General Services anticipates that the construction can begin in February of 2010 with occupancy anticipated in June of 2010.

Fiscal and Facilities Impacts:

Budgeted: Yes **Fiscal Analysis:**

<u>Funding Sources</u>	<u>Current FY Cost:</u>	<u>Annualized On-going Cost:</u>	<u>Total One-Time Project Cost</u>
Phase I - FY 08-09 Elections Budget for May 2009 Statewide Special Election & Elections Designation	\$ 500,000.00		\$ 500,000.00
Phase II - Santa Barbara Elections Designation	\$ 204,350.00		\$ 204,350.00
Phase II - CaLease loan	\$ 710,027.00		\$ 710,027.00
Total	\$ 1,414,377.00	\$ -	\$ 1,414,377.00

Narrative:

The total cost of the project is estimated to be \$1,414,377, including construction and related soft costs for Phases IA, IB and II. Phase II is estimated to cost \$710,027. All project phases are budgeted, with \$704,350 of the funds being available in Fund 0030 Department 063, Account 8700, Program 1930, Project 8685, and the remaining \$710,027 in funds being available as deposited with the Trustee as selected by the Clerk Recorder Assessor. On July 30, 2009, the Debt Advisory Committee (DAC) unanimously recommended that the Board of Supervisors consider financing Phase II of the project, with the annual payment being no more than the current payment being made for Election's space. The CaLease loan documents were approved by the Board on September 15, 2009, and proceeds were confirmed on deposit with the Trustee on December 3, 2009.

Staffing Impacts:

Legal Positions:
0

FTEs:
0

Special Instructions:

Please forward a copy of the Minute Order to: Jill Van Wie, General Services Department

Attachments

Draft Copy Construction Contract

Authored by:

Jill Van Wie, General Services Department, (805) 560-1079



COUNTY OF SANTA BARBARA
AGREEMENT FOR:
General Services Project No. 8685,
Phase 2
County of Santa Barbara
VA Building Alterations for Elections
4440 Calle Real, Santa Barbara, CA 93110

THIS AGREEMENT is made by and between the County of Santa Barbara, a political subdivision of the State of California, hereinafter called **COUNTY**, and **SBS CORPORATION**, 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 Jill Van Wie.
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 MILLION FIVE THOUSAND ONE HUNDRED SIXTY-ONE DOLLARS (\$205,161)**, to be paid as provided in the Contract Documents dated . 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 base agreement amount or \$25,000, or \$25,000 + 5% of the amount of the bid in excess of \$250,000. 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 **Ninety (90)** 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.

ACCEPTED AND AGREED this 12th day of January, 2010.

“CONTRACTOR”:
SBS CORPORATION

David Alatorre
President / CEO

Address: 31416 Agoura Road, Suite 135
City/State/Zip: Westlake Village, CA 91361
License #: 742782
IRS#: 77-0486124

“COUNTY”
County of Santa Barbara

ATTEST:
MICHAEL F. BROWN
CLERK OF THE BOARD

By: _____
CHAIR, BOARD OF SUPERVISORS
County of Santa Barbara

By: _____
Deputy Clerk of the Board

APPROVED AS TO FORM:
DENNIS A. MARSHALL,
COUNTY COUNSEL

By: _____
Deputy County Counsel

APPROVED AS TO ACCOUNTING FORM:
ROBERT W. GEIS, CPA
AUDITOR-CONTROLLER

By: _____
Deputy Auditor-Controller

APPROVED AS TO FORM:
RAY AROMATORIO
RISK PROGRAM ADMINISTRATOR

By: _____

Dept 063 Fund 003 Program 1930 Account 8700 Project 8685, Phase 2