

THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS
ACTION AGENDA SUMMARY

DEPT: Chief Executive Office

BOARD AGENDA #*B-1

Urgent

Routine

AGENDA DATE November 1, 2011

CEO Concurs with Recommendation YES NO

4/5 Vote Required YES NO

(Information Attached)

SUBJECT:

Approval to Execute Revised Construction Contract with Champion Industrial Contractors, Inc. for the Immediate Repairs for the Heating, Ventilation and Air Conditioning System at the Downtown Men's Jail

STAFF RECOMMENDATIONS:

Authorize the Project Manager to Execute a Revised Construction Contract with Champion Industrial Contractors, Inc. for the Immediate Repairs for the Heating, Ventilation and Air Conditioning System at the Downtown Men's Jail

FISCAL IMPACT:

There is no additional fiscal impact associated with this item. The initial immediate repairs of the heating, ventilation and air conditioning (HVAC) system at the Downtown Men's Jail was previously approved by the Board of Supervisors on October 18, 2011, with a total estimated project budget of \$840,720 for this initial repair, funded in the current year 2011-2012 Budget.

BOARD ACTION AS FOLLOWS:

No. 2011-650

On motion of Supervisor O'Brien, Seconded by Supervisor De Martini
and approved by the following vote,

Ayes: Supervisors: O'Brien, Chiesa, Withrow, De Martini, and Chairman Monteith

Noes: Supervisors: None

Excused or Absent: Supervisors: None

Abstaining: Supervisor: None

1) X Approved as recommended

2) _____ Denied

3) _____ Approved as amended

4) _____ Other:

MOTION:



ATTEST: CHRISTINE FERRARO TALLMAN, Clerk

File No.

Approval to Execute Revised Construction Contract with Champion Industrial Contractors, Inc. for the Immediate Repairs for the Heating, Ventilation and Air Conditioning System at the Downtown Men's Jail

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DISCUSSION:

The Downtown Men's Jail was constructed in 1955 and is the central intake facility of the county. The housing units in this facility are of the old linear design with open bars and long corridors. The facility is three stories high with the exercise yard located on the roof.

The age and continuous use of the facility require a constant level of maintenance and repair. The aging of the facility now requires additional funding be provided for its upkeep.

On October 18, 2011, the Board of Supervisors approved funding for the first major repair of the HVAC system that has reached the end of its useful service life. The initial repair approved by the Board of Supervisors, is part of a broad-based strategy, to phase repairs over multiple fiscal years that will ensure the facility operates now and into the future until a replacement facility can be constructed.

At that time, the Board of Supervisors authorized the Project Manager to execute a construction contract with Champion Industrial Contractors, Inc. of Modesto, California for the immediate repairs to the Heating, Ventilation, and Air Conditioning System at the Downtown Men's Jail on a sole source basis for the lump sum amount not to exceed \$637,000.

The recommended immediate repairs include the following to the HVAC system:

- Replace and install new steam piping system and a vacuum condensate system;
- Replace and install cooling coils, condensate drip pans, drain piping, service valves, control valves and piping to the coils;
- Replace and install new cooling tower;
- Perform modifications to fan and ductwork; and
- Provide new piping to three coils on the ground floor.

The sole source contract approved by the Board of Supervisors with Champion Industrial Contractors, Inc. contained a minor clerical error in Document 00 5200 that was subsequently identified after initial approval of the contract as outlined below:

Article 2 – Commencement and Completion of Work

Section 2.02 Completion of Work

Approval to Execute Revised Construction Contract with Champion Industrial Contractors, Inc. for the Immediate Repairs for the Heating, Ventilation and Air Conditioning System at the Downtown Men's Jail

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- A. Contractor shall achieve Substantial Completion of the entire Work within 120 Days from the Commencement Date.
- B. Contractor shall achieve Final Completion of the entire Work 30 Days from the Commencement Date.

At this time, staff is requesting the Board of Supervisors approve a revised construction contract with Champion Industrial Contractors, Inc. for the Immediate Repairs for the Heating, Ventilation and Air Conditioning System at the Downtown Men's Jail.

With the Board of Supervisors approval, the sole source contract with Champion Industrial Contractors, Inc. will reflect the following change to paragraph B. as outlined in Attachment # 1

- B. Contractor shall achieve Final Completion of the entire Work 30 Days from Substantial Completion.

Schedule

The project is anticipated to be substantially completed in four months with the final completion occurring 30 days later. This project duration assumes no delays or coordination issues in a fully operating men's jail facility.

POLICY ISSUES:

Approval of this action supports the Board's priority of A Safe Community and the Efficient Delivery of Public Services by implementing immediate repairs of critical heating, ventilation and air conditioning systems at the Downtown Men's Jail to ensure inmate health and safety is maintained.

STAFFING IMPACTS:

Existing Chief Executive Office – Capital Projects staff will manage this effort and coordinate with the General Services Agency Facilities Maintenance Division and Sheriff Detention staff in the procurement of services and to permit the conduct of essential County operations and services while repairs and upgrades to the HVAC system are completed.

CONTACT INFORMATION:

Patricia Hill Thomas, Chief Operations Officer. Telephone: (209)525-6333

DOCUMENT 00 5200

AGREEMENT

THIS AGREEMENT, dated this 1st day of November, 2011, by and between CHAMPION INDUSTRIAL CONTRACTORS INC. whose place of business is located at 1420 Coldwell Avenue, Modesto, CA 95350 ("Contractor"), and the COUNTY OF STANISLAUS (hereinafter "Owner"), acting under and by virtue of the authority vested in Owner by the laws of the State of California.

WHEREAS, Owner, by its Resolution No. 2011-636 adopted on the 1st day of November, 2011 awarded to Contractor the following Contract:

DOWNTOWN MEN'S JAIL STEAM & COOLING SYSTEMS
at
1115 H STREET
MODESTO, CA 95354-2323

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, Contractor and Owner agree as follows:

ARTICLE 1 - SCOPE OF WORK OF THE CONTRACT

1.01 Work of the Contract

- A. Contractor shall complete all Work specified in the Contract Documents, including but not limited to, Contractor's Proposal attached as Appendix 5 to the Contract Documents, in accordance with the Specifications, Drawings, and all other terms and conditions of the Contract Documents (**Work**).

1.02 Price for Completion of the Work

- A. Owner shall pay Contractor the following Contract Sum: Six Hundred Thirty Seven Thousand Dollars (\$637,000.00) (**Contract Sum**) for completion of Work in accordance with Contract Documents as set forth in Contractor's Bid, attached hereto.
- B. The Contract Sum includes all allowances listed in Section 01 1100.

ARTICLE 2 - COMMENCEMENT AND COMPLETION OF WORK

2.01 Commencement of Work

- A. Contractor shall commence Work on the date established in the Notice to Proceed (**Commencement Date**).
- B. Owner reserves the right to modify or alter the Commencement Date.

2.02 Completion of Work

- A. Contractor shall achieve Substantial Completion of the entire Work within 120 Days from the Commencement Date.
- B. Contractor shall achieve Final Completion of the entire Work 30 Days from Substantial Completion.

PROJECT REPRESENTATIVES

2.03 Owner's Project Manager

- A. Owner has designated Patricia Hill Thomas as its Project Manager to act as Owner's Representative in all matters relating to the Contract Documents.

- B. Project Manager shall have final authority over all matters pertaining to the Contract Documents and shall have sole authority to modify the Contract Documents on behalf of Owner, to accept work, and to make decisions or actions binding on Owner, and shall have sole signature authority on behalf of Owner.
- C. Owner may assign all or part of the Project Manager's rights, responsibilities and duties to a Construction Manager, or other Owner Representative.

2.04 Contractor's Project Manager

- A. Contractor has designated Matt Christianson, P.E., Senior Engineer, as its Project Manager to act as Contractor's Representative in all matters relating to the Contract Documents.

ARTICLE 3 - LIQUIDATED DAMAGES FOR DELAY IN COMPLETION OF WORK

3.01 Liquidated Damage Amounts

- A. As liquidated damages for delay Contractor shall pay Owner Five Hundred Dollars (\$500.00) for each Day that expires after the time specified herein for Contractor to achieve Substantial Completion of the entire Work, until achieved.
- B. As liquidated damages for delay Contractor shall pay Owner Five Hundred Dollars (\$500.00) for each Day that expires after the time specified herein for Contractor to achieve Final Completion of the entire Work, until achieved.

3.02 Scope of Liquidated Damages

- A. Measures of liquidated damages shall apply cumulatively.
- B. Limitations and stipulations regarding liquidated damages are set forth in Document 00 7200 (General Conditions).

ARTICLE 4 - CONTRACT DOCUMENTS

- 4.01** Contract Documents consist of the following documents, including all changes, Addenda, and Modifications thereto:

Document 00 5100	Notice of Award
Document 00 5200	Agreement
Document 00 5500	Notice to Proceed
Document 00 6113.13	Construction Performance Bond
Document 00 6113.16	Construction Labor and Material Payment Bond
Document 00 6536	Guaranty
Document 00 6530	Release of Claims
Document 00 6325	Substitution Request Form
Document 00 6290	Escrow Agreement for Security Deposits in Lieu of Retention
Document 00 7200	General Conditions
Document 00 7202	Supplemental Conditions – Hazardous Materials
Document 00 7300	Labor Compliance Program [If Required by Funding Source]
Document 00 7316	Supplementary Conditions – Insurance
Document 00 7380	Apprenticeship Programs
Document 00 9113	Addenda
	Contractor's Proposal
Construction Documents prepared by Contractor, accepted by Owner for construction	
Specifications	Division 1
Maps, Drawings and Sketches listed in Document 00 01 15	

- 4.02** There are no Contract Documents other than those listed above. The Contract Documents may only be amended, modified or supplemented as provided in Document 00 7200 (General Conditions).

ARTICLE 5 - MISCELLANEOUS

- 5.01** Terms and abbreviations used in this Agreement are defined in Document 00 7200 (General Conditions) and Section 01 4200 (References and Definitions) and will have the meaning indicated therein.
- 5.02** It is understood and agreed that in no instance are the persons signing this Agreement for or on behalf of Owner or acting as an employee, agent, or representative of Owner, liable on this Agreement or any of the Contract Documents, or upon any warranty of authority, or otherwise, and it is further understood and agreed that liability of Owner is limited and confined to such liability as authorized or imposed by the Contract Documents or applicable law.
- 5.03** In entering into a public works contract or a subcontract to supply goods, services or materials pursuant to a public works contract, Contractor or Subcontractor offers and agrees to assign to the awarding body all rights, title and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. §15) or under the Cartwright Act (Chapter 2 (commencing with §16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time Owner tenders final payment to Contractor, without further acknowledgment by the parties.
- 5.04** Copies of the general prevailing rates of per diem wages for each craft, classification, or type of worker needed to execute the Contract, as determined by Director of the State of California Department of Industrial Relations, are deemed included in the Contract Documents and on file at Owner's Office, and shall be made available to any interested party on request. Pursuant to California Labor Code §§ 1860 and 1861, in accordance with the provisions of Section 3700 of the Labor Code, every contractor will be required to secure the payment of compensation to his employees. Contractor represents that it is aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and Contractor shall comply with such provisions before commencing the performance of the Work of the Contract Documents.
- 5.05** This Agreement and the Contract Documents shall be deemed to have been entered into in the County of Stanislaus, State of California, and governed in all respects by California law (excluding choice of law rules). The exclusive venue for all disputes or litigation hereunder shall be in the Superior Court for the County of Stanislaus.

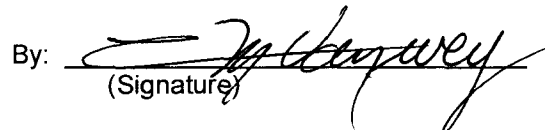
IN WITNESS WHEREOF the parties have executed this Agreement in quadruplicate the day and year first above written.

CONTRACTOR: CHAMPION INDUSTRIAL CONTRACTORS INC.

By: 

(Signature)


Its: Chief Operations Officer
Title (If Corporation: Chairman, President
or Vice President)

By: 

(Signature)

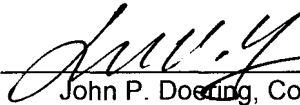
Its: Chief Financial Officer
Title (If Corporation: Secretary, Assistant
Secretary, Chief Financial Officer or
Assistant Treasurer)

OWNER: COUNTY OF STANISLAUS

By: 

Patricia Hill Thomas
Chief Operations Officer / Assistant Executive Officer

APPROVED AS TO FORM AND LEGALITY
THIS 25 DAY OF October, 2011

By: 
John P. Doering, County Counsel

RESOLUTION NO. _____

END OF DOCUMENT

APPENDIX 5



P. O. BOX 4398 • 1420 COLDWELL AVENUE • MODESTO, CALIFORNIA 95352
(209) 524-6601 FAX: (209) 524-6931
CONTRACTOR'S LICENSE #174777

October 4, 2011

Stanislaus County
1010 10th Street, Suite 2300
Modesto, CA 95354
Tel: (209) 652-0480

ATTN: SCOTT SHOOK
PROJECT: IMPROVEMENTS TO DOWNTOWN JAIL HEATING AND COOLING SYSTEMS
SUBJECT: SCOPE OF WORK – Revised (Addend Steam & CR to (3) RH Coils)

Champion Industrial Contractors, Inc. is pleased to provide a quote for tools, material and labor to complete the above referenced project. The following is our scope of work:

General Requirements:

- Establish a block heating and cooling BTUH loads to confirm the capacity of the existing heating and cooling equipment are sufficient to heat and cool the building based normal ASHREA design conditions for the Modesto area.
- Verify the existing supply air fan CFM air flow is sufficient for proper cooling and ventilation loads for the jail building.
- All engineering required for the scope of work in this agreement shall be the responsibility of Champion Industrial Contractors and performed by a licensed California Professional Mechanical Engineer.
- Remove and dispose of all demolished components and trash.
- Provide County standard comprehensive general liability insurance requirements including automobile, all-risk course of construction, and worker's compensation and employer's liability insurances.
- Performance and payment bonds.
- Provide City encroachment permits as required.
- The contract shall be based on a "Not to Exceed" quotation for the defined scope of work. The County will carry an allowance cost for items discovered during the course of construction outside the scope of work.
- Security clearance shall be as required by the County Sheriff staff at the downtown jail.
- Coordination of work access shall be established with a defined work plan and approved by the jail staff prior to each major work activity.
- Champion to establish a schedule timeline that defines each major work activity for review by the County Construction Management staff prior the County's Notice to Proceed with the Contract Work.

Steam Heating System:

- The steam and condensate piping system in the boiler room will be re-piped as needed to serve the domestic hot water heat exchanger and the new lines to the penthouse coils.

- The vacuum condensates return system to be re-piped into the new piping system in the boiler room.
- The downtime to re-pipe the lines to the steam heat exchanger in the boiler room will be less than one day.
- The routing of the steam and condensate piping system will be run outside the building from the boiler room to the penthouse. The piping shall not be located in front of any building glass areas.
- The penthouse steam heating coils will be located downstream of the chilled water coils.
- The removal and replacement of the penthouse steam and chilled water coils will be done with the continuous operation of the supply air fan for building air flow ventilation. Provide new service and control valves at the penthouse steam coils and condensate piping system including steam traps and piping accessories.
- The work to replace the four coil banks in the penthouse will be done one bank at a time so that the cooling and heating of the building will always have three coil banks in operation.
- The eleven building steam reheat coils will remain abandoned as is in place and no longer used as local reheating coils. If they are to be removed to achieve better air flow they will be removed on a time and material basis.
- The new steam piping system to be insulated per code. The exterior piping to be insulated with an aluminum water tight weather jacket over the insulation and left unpainted.
- Any required asbestos insulation abatement will be done by others, if needed.

Cooling Ventilation System:

- The cooling tower and the spring isolation base to be replaced including all piping as required. The County will furnish a new check valve at the cooling tower to be installed by Champion. All required electrical work to disconnect and reconnect the electrical power and controls to be done by Champion including verification of the control operation and sequence between the cooling tower and the chiller operations.
- The penthouse chilled water cooling coils will be located upstream of the steam coils.
- The removal and replacement of the penthouse chilled water coils will be done with the continuous operation of the supply air fan for building air flow ventilation.
- Provide new condensate drain and condensate piping for each coil bank. The condensate drain piping is to be run similar to the existing system using copper piping.
- Provide new service and control valves at the penthouse chilled water coils and piping accessories as required.
- The work to replace the four chilled coil banks in the penthouse will be done one bank at a time so that the cooling of the building will always have three coil banks in operation.
- The existing air to air evaporative heat exchanger in the upper penthouse to be gutted of all plastic tubing and sealed off to not allow outside air flow. The ductwork and heat exchanger to be cleaned and abandoned in place.
- The original outside air louvers in the air filter plenum to be made operational by removing the blank-off sheet metal panels and installing new bird screens for the total louvered area.
- The air outlets in the jail cells with small round air holes to be drilled free of paint and debris to allow the air flow without restrictions. The work to be done on a unit price basis at \$300.00 each. (NOTE: IT IS CHAMPION'S OPINION THAT THIS WILL PUT HAZARDOUS MATERIALS INTO THE AIRSTREAM. The County and Champion need to discuss this with experts before attempting it.)

- Replace air outlets in cells in lieu of above with Titus SG-TR on a unit price basis at \$340.00 each.
- The air outlets outside the jail cells with horizontal air vanes to be removed and replaced with new air outlets of the same size and style to allow the air flow without restrictions. The work to be done on a unit price basis at \$500.00 each.
- Some additional air outlets need to be installed in the exposed ductwork outside the cells at various locations to help improve air flow in areas of stale and air movement. The work to be done on a unit price basis at \$500.00 each.

FOR THE SUM OF: \$459,000.00

FOUR HUNDRED FIFTY-NINE THOUSAND DOLLARS

- INCLUDED IN THE ABOVE PRICE IS **\$11,100.00** FOR PERFORMANCE AND PAYMENT BONDS.

• **STEAM & CONDENSATE LINE FOR RE-HEAT COILS X, Y, & Z:**

- Add to the scope of work to run an 1-1/2" steam line and a 1" condensate return line from the new 6" and 2" lines running on the outside of the building above the first floor ceiling to the (e) steam and condensate risers in the 1st floor attic space, where they currently supply three existing re-heat coils in the ductwork. The existing risers will be disconnected and capped off. These existing risers are located between gridlines 4&5 and A&B next to an existing ceiling access panel. The work will require two cores through the exterior (West) wall and the installation of three ceiling access panels, which will be coordinated with and approved by the owner. Note: we are not piping to the coils. We are piping to the steam and condensate lines that feed the three coils.
- Three offsets in the steam line with a drip trap are included to get over/under ducts and concrete beams.

FOR THE SUM OF: \$33,500.00

THIRTY-TWO THOUSAND FIVE HUNDRED DOLLARS

ADDENDA: 0

NOTES: PRICE IS VALID FOR THIRTY (30) DAYS.

EXCLUSIONS:

- | | |
|-----------------------|------------------------------|
| 1. Premium Time | 4. Mold Coverage of Any Kind |
| 2. Building Permits | 5. Fire Protection |
| 3. Asbestos Abatement | |

SCHEDULE

- Supervisors' Board Meeting – October 4, 2011
- Contract signed, Insurance Certificates, Bonds (3 wks) 10/21/11
- Boiler Room pipe and Outside Steam & Condensate Piping (4 wks) (11/18/11)
- Replace Steam and Chilled Water Coils & Piping (four zones) (8 wks) (1/13/12)
- Remove Heat Recovery systems on top of penthouse, open up outside air louvers to be done before 1/13/12.
- Replace cooling tower (one week) 1/20/12.

This proposal is conditioned on a mutually acceptable form of purchase order or contract document. Items of importance to us are: realistic payment clauses which protect both parties;

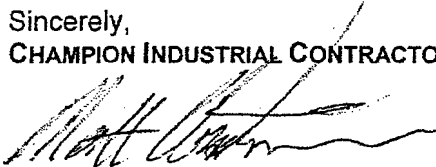
indemnification clauses which equitably allocate risk; scheduling clauses which give us adequate time to perform our work efficiently and safely.

Subcontractor does not waive any provisions of California statutory or case law. If any provision of the contract contradicts California law, the law of the state of California shall determine the responsibility of the parties. Use of price irrevocably binds this proposal to the contracts, regardless of conflicting contract language. Should issues arise, terms of this proposal shall govern.

Champion Industrial shall not be responsible for any damages caused by or resulting from the creation or presence of mold and the owner waives any claim against Champion Industrial for any mold-related issues.

Champion Industrial Contractors, Inc. has been certified as a Minority Business Enterprise by the Northern California Minority Supplier Development Council: (Certification No.BA05-0090). This bid is furnished and installed complete with sales tax included. Use of the above price constitutes full agreement with all of the terms and conditions of this proposal.

Sincerely,
CHAMPION INDUSTRIAL CONTRACTORS INC.



Matt Christianson, PE, LEED AP
Senior Engineer
(209) 524-6601 ext. 212

MC/sg