

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

DEPT: Public Works *mlm*

BOARD AGENDA # *C-4

Urgent Routine

AGENDA DATE August 27, 2013

CEO Concurs with Recommendation YES NO
(Information Attached)

4/5 Vote Required YES NO

SUBJECT:

Approval to Award a Construction Contract for the Frank Raines Regional Park Water Filtration System Project, Phase 1, to Aztec Consultants, Inc. of San Ramon, California

STAFF RECOMMENDATIONS:

1. Approve the conditional award of a contract in the amount of \$645,000 to Aztec Consultants, Inc. of San Ramon, California for the construction of the Frank Raines Regional Park Water Filtration System project, Phase 1, subject to receipt of appropriate insurance and bonds.
2. Authorize the Director of Public Works to execute a contract with Aztec Consultants, Inc., for \$645,000 and to sign necessary documents.
3. Direct the Auditor-Controller to make the necessary budget adjustments per the attached budget journal.

(Continued on Page 2)

FISCAL IMPACT:

Costs associated to assure the delivery of Phase 1 of this project are \$790,500 (\$645,000 contract; \$81,000, which includes: quality assurance, inspection, and materials testing; and \$64,500 contract change orders and contingencies). Of the total cost \$67,221 will be paid for construction of this project from the committed fund balance and the remaining \$723,279 will be paid from the Parks Public Facilities Fees and Off Highway Vehicle (OHV) grant funds.

(Continued on Page 2)

BOARD ACTION AS FOLLOWS:

No. 2013-434

On motion of Supervisor Withrow, Seconded by Supervisor De Martini
and approved by the following vote,

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

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:

Christine Ferraro

ATTEST: CHRISTINE FERRARO TALLMAN, Clerk

File No.

Approval to Award a Construction Contract for the Frank Raines Regional Park Water Filtration System Project, Phase 1, to Aztec Consultants, Inc. of San Ramon, California

STAFF RECOMMENDATIONS (Continued):

4. Approve the decrease in the committed fund balance of \$67,221.
5. Authorize the Director of Public Works to execute change orders in accordance with Public Contract Code, Section 20142.
6. Upon project completion, authorize the Director of Public Works to accept the completed improvements and perform all necessary closeout activities.
7. Authorize the Construction Manager to issue a Notice to Proceed contingent upon receipt of proper insurance and bonds.

FISCAL IMPACT (Continued):

On February 28, 2006, the Board designated and committed in specific reserves a sum of \$1,000,000 associated with Parks Water System Improvements, Facilities Maintenance and Improvements, to address known issues with the Parks and Recreation Department's water systems. Improvements included public water system improvements at Frank Raines Regional Park (FRRP) and Woodward Reservoir Regional Park (WRRP). In 2007, funds from the South San Joaquin Irrigation District were identified for completion of the WRRP maintenance and improvements leaving the full \$1,000,000 allocation available for the FRRP Water Project. On April 17, 2012, Public Facilities Fees funds in the amount of \$212,085 were approved by the Board for this project. On September 25, 2012, the Board approved OHV grant funds in the amount of \$511,194 for this project. Total Board designated funding for all phases of this project is \$1,723,279. Funding is available in Fiscal Year 2013-2014 through the various funding sources mentioned above.

The Board previously approved the use of \$414,498 for the design phase of this project, from the \$1,000,000 committed fund balance available for Parks Water Systems Improvements. Phase 1 construction will decrease the committed fund balance for future Parks Water Systems Improvements by \$67,221, leaving a remaining committed fund balance of \$518,281. The remaining funds will be used for the design and construction of Phase 2 of this project. Phase 1 is located at the Frank Raines Park Off-Highway Vehicle (OHV) Campground and Phase 2 is located at the Frank Raines Park Day-Use Area.

DISCUSSION:

The purpose of the project is to improve public health and safety. The existing water infrastructure facilities are old and near the end of their useful life. The California Department of Public Health (CDPH) has issued a compliance order, imposing a boil-

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water restriction at the existing park campsite and recreational facilities, due to the presence of contaminants in the water system.

After funding designation by the Board in 2006, work on two years of engineering studies began. In January 2007, CDPH issued Compliance Order No. 03-10-07CO-011 requiring the County to make significant upgrades to the water supply system at FRRP. In May 2013, the CDPH issued Compliance Order No. 03-10-07R-001A as an update to the 2007 Order. This update established a new timeline for water system upgrades and repairs.

On March 1, 2011, the Board approved the adoption of plans and specifications and authorized a bid opening for the original project. On April 6, 2011, at the bid opening, four bids were received and all substantially exceeded cost estimates. On May 10, 2011, at the recommendation of staff, all bids were rejected by the Board.

The project scope was then reduced to fit within available funding by relocating the water treatment plant closer to the existing water cistern and postponing replacement of the Day Use Area restroom and water loop until Phase 2 of construction. New campsite water and electrical service connections were deferred to a later date because sufficient funds were not available to complete all the necessary work in this location. In April 2013, the finalized revised designs were accepted by CDPH.

On June 11, 2013, the Board of Supervisors approved and adopted the plans and specifications for the Frank Raines Regional Park Water Filtration System project, Phase 1, and directed the Public Works Staff to publish and mail the notice inviting bids.

On July 17, 2013, three sealed bids were received, publicly read and opened. The engineer's estimate for the project is \$646,000. A summary of the bids follows:

CONTRACTOR	BID
Aztec Consultants, Inc.	\$645,000.00
Howk Systems	\$741,350.00
Hobbs Construction Inc.	\$743,900.00

Staff has reviewed the bid of Aztec Consultants, Inc. and found it to be regular in all respects and recommends awarding the contract in the amount of \$645,000.

POLICY ISSUES:

The recommended actions are consistent with the Board's priorities of providing A Safe Community, A Healthy Community, and A Well Planned Infrastructure System by providing a safe and healthy drinking water supply at Frank Raines Regional Park.

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STAFFING IMPACT:

There is no staffing impact associated with this item.

CONTACT PERSON:

Matt Machado, Public Works Director. Telephone: (209) 525-4130.

Jami Aggers, Parks and Recreation Director. Telephone: (209) 525-6770.

DH:lc

L:\Parks\8032-Frank Raines Water Filtration System\Design\Board Items\8032-BOS Item_Frank Raines Award Contract_BOS2
8.27.13

Database
Balance Type
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 Budget
 County of Stanislaus

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Source

* List - Text DER SC

Currency

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Period

List - Text AUG-13

ENTER AS MMM-YY (ALL CAPS FOR MMM) EX: NOV-11

Batch Name

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Journal Name

Text DER SC JV20634 08/27/13

Journal Description

Text FRRP WATER SYSTEM

Journal Reference

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Organization

List - Text Stanislaus Budget Org

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Chart Of Accounts

Accounting Flexfield

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F	0100	0035110	73580	0011283	000000	000000	00000	2558	FRRP WATER SYSTEM
F	0100	0035110	25000	0011283	000000	000000	00000	511194	ST OHV GRANT
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Explanation: SET UP APPROPRIATIONS FOR THE FRANK RAINES WASTE WATER SYSTEM CONSTRUCTION. \$67,221 IS FROM COMMITTED FUND BALANCE.

Requesting Department	CEO	Date Entry	Auditors Office Only
SILVIA CRUZ	<i>[Signature]</i>	SILVIA CRUZ	<i>[Signature]</i>
Prepared by	Approval	Keyed by	Prepared By
7/31/2013	8/22/13	7/31/2013	8/22/2013
Date	Date	Date	Date

**COUNTY OF STANISLAUS
AGREEMENT**

THIS AGREEMENT, by and between AZTEC CONSULTANTS, INC., whose place of business is located at 2021 Omega Road, Suite 200, San Ramon, California (“Contractor”), and the COUNTY OF STANISLAUS (“County”), acting under and by virtue of the authority vested in the County by the laws of the State of California.

WHEREAS, County, by its Resolution No. 2013-434 adopted on the 27th day of August, 2013 awarded to Contractor the following Contract:

**FRANK RAINES OHV PARK
WATER FILTRATION AND DISTRIBUTION SYSTEM IMPROVEMENTS
Contract No. 8032**

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

Article 1. Work

- 1.1 Contractor shall complete all Work specified in the Contract Documents, in accordance with the Specifications, Drawings, and all other terms and conditions of the Contract Documents.

Article 2. Architect/Engineer and Project Manager

- 2.1 Public Works staff designed the Project and furnished the Plans and Specifications. Public Works shall have the rights assigned to Architect/Engineer in the Contract Documents.
- 2.2 County has designated the Public Works Construction Manager as its Project Manager to act as County’s Representative in all matters relating to the Contract Documents.

Article 3. Contract Time and Liquidated Damages

- 3.1 Contractor shall commence Work on the date established in the Notice to Proceed. County reserves the right to modify or alter the Commencement Date of the Work.
- 3.2 Contractor shall achieve Final Completion of the entire Work and be ready for Final Payment in accordance with Contract Closeout Sixty (60) Working Days from the date when the Contract Time commences to run as provided in the Agreement.
- 3.3 Liquidated Damages shall comply with SC-08 of the Special Conditions and 8-1.10 of the Standard Specifications.

- 3.4 Liquidated damages shall apply cumulatively and except as provided below, shall be presumed to be the damages suffered by County resulting from delay in completion of the Work.
- 3.5 Liquidated damages for delay shall only cover administrative, overhead, interest on bonds, and general loss of public use damages suffered by County as a result of delay. Liquidated damages shall not cover the cost of completion of the Work, damages resulting from Defective Work, lost revenues or costs of substitute facilities, or damages suffered by others who then seek to recover their damages from County (for example, delay claims of other contractors, subcontractors, tenants, or other third-parties), and defense costs thereof.

Article 4. Contract Sum

- 4.1 County shall pay Contractor the Contract Sum for completion of Work in accordance with Contract Documents as set forth in Contractor's Bid.

Article 5. Contractor's Representations

In order to induce County to enter into this Agreement, Contractor makes the following representations and warranties:

- 5.1 Contractor has visited the Site and has examined thoroughly and understood the nature and extent of the Contract Documents, Work, Site, locality, actual conditions, as-built conditions, and all local conditions, and federal, state and local laws and regulations that in any manner may affect cost, progress, performance or furnishing of Work or which relate to any aspect of the means, methods, techniques, sequences or procedures of construction to be employed by Contractor and safety precautions and programs incident thereto.
- 5.2 Contractor has examined thoroughly and understood all reports of exploration and tests of subsurface conditions, as-built drawings, drawings, products specifications or reports, available for Bidding purposes, of physical conditions, including Underground Facilities, which have been made available for Bidders or which may appear in the Drawings. Contractor accepts the determination set forth in these Documents of the limited extent of the information contained in such materials upon which Contractor may be entitled to rely. Contractor agrees that except for the information so identified, Contractor does not and shall not rely on any other information contained in such reports and drawings.
- 5.3 Contractor has conducted or obtained and has understood all such examinations, investigations, explorations, tests, reports and studies (in addition to or to supplement those referred to in Section 5.2 of this Document that pertain to the subsurface conditions, as-built conditions, Underground Facilities and all other physical conditions at or contiguous to the Site or otherwise that may affect the cost, progress, performance or furnishing of Work, as Contractor considers necessary for the performance or furnishing of Work at the Contract Sum, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of the Special Conditions; and no additional examinations, investigations, explorations, tests, reports,

studies or similar information or data are or will be required by Contractor for such purposes.

- 5.4 Contractor has correlated its knowledge and the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Contract Documents.

Article 6. Contract Documents

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

Notice of Award
Agreement
Notice to Proceed
Construction Performance Bond
Construction Labor and Material Payment Bond
Special Conditions
Addenda
Special Provisions
Drawings
Encroachment Permit [if applicable]

- 6.2 There are no Contract Documents other than those listed in this Document, Article 6.

Article 7. Indemnity

- 7.1 County and each of its officers, employees, consultants and agents including, but not limited to the Board, Architect/Engineer and each County Representative, shall not be liable or accountable in any manner for loss or damage that may happen to any part of the Work; loss or damage to materials or other things used or employed in performing the Work; injury, sickness, disease, or death of any person; or damage to property resulting from any cause whatsoever except their sole negligence, willful misconduct or active negligence, attributable to performance or character of the Work, and Contractor releases all of the foregoing persons and entities from any and all such claims.

- 7.2 To the furthest extent permitted by law (including without limitation California Civil Code Section 2782), Contractor shall assume defense of, and indemnify and hold harmless, County and each of its officers, employees, consultants and agents, including but not limited to the Board, Architect/Engineer and each County representative, from claims, suits, actions, losses and liability of every kind, nature and description, including but not limited to claims and fines of regulatory agencies and attorney's fees and consultant's fees, directly or indirectly arising out of, connected with or resulting from performance of the Work, failure to perform the Work, or condition of the Work which is caused in whole or part by any act or omission of Contractor, Subcontractors, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless

of whether it is caused in part by the negligence of County or by any person or entity required to be indemnified hereunder.

- 7.3 With respect to third-party claims against Contractor, Contractor waives any and all rights to any type of express or implied indemnity against County and each of its officers, employees, consultants and agents including, but not limited to County, the Board, Architect/Engineer and each County representative.
- 7.4 Approval or purchase of any insurance contracts or policies shall in no way relieve from liability nor limit the liability of Contractor, its Subcontractors of any tier, or the officers or agents of any of them.
- 7.5 To the furthest extent permitted by law (including, without limitation, Civil Code Section 2782), the indemnities, releases of liability and limitations of liability, claims procedures, and limitations of remedy expressed throughout the Contract Documents shall apply even in the event of breach of contract, negligence (active or passive), fault or strict liability of the party(is) indemnified, released, or limited in liability, and shall survive the termination, rescission, breach, abandonment, or completion of the Work or the terms of the Contract Documents. If Contractor fails to perform any of these defense or indemnity obligations, County may in its discretion back charge Contractor for County's costs and damages resulting therefrom and withhold such sums from progress payments or other contract moneys which may become due.
- 7.6 The indemnities in the Contract Documents shall not apply to any indemnified party to the extent of its sole negligence or willful misconduct; nor shall they apply to County or other indemnified party to the extent of its active negligence.

Article 8. Miscellaneous

- 8.1 Terms and abbreviations used in this Agreement are defined in Special Conditions, Section 1: DEFINITIONS AND TERMS and will have the meaning indicated therein.
- 8.2 It is understood and agreed that in no instance are the persons signing this Agreement for or on behalf of County or acting as an employee, agent, or representative of County, 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 the County is limited and confined to such liability as authorized or imposed by the Contract Documents or applicable law.
- 8.3 Contractor shall not assign any portion of the Contract Documents, and may subcontract portions of the Contract Documents only in compliance with the Subcontractor Listing Law, California Public Contract Code §4100 *et seq.*
- 8.4 The Contract Sum includes all allowances (if any).

- 8.5 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 County tenders final payment to Contractor, without further acknowledgment by the parties.
- 8.6 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 County's Office, and shall be made available to any interested party on request. Pursuant to California Labor Code §1861, 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.
- 8.7 Should any part, term or provision of this Agreement or any of the Contract Documents, or any document required herein or therein to be executed or delivered, be declared invalid, void or unenforceable, all remaining parts, terms and provisions shall remain in full force and effect and shall in no way be invalidated, impaired or affected thereby. If the provisions of any law causing such invalidity, illegality or unenforceability may be waived, they are hereby waived to the end that this Agreement and the Contract Documents may be deemed valid and binding agreements, enforceable in accordance with their terms to the greatest extent permitted by applicable law. In the event any provision not otherwise included in the Contract Documents is required to be included by any applicable law, that provision is deemed included herein by this reference (or, if such provision is required to be included in any particular portion of the Contract Documents, that provision is deemed included in that portion).
- 8.8 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 Stanislaus County Superior Court. Contractor accepts the Claims Procedure in Special Conditions, Article SC-16, WORK DISPUTES, as a claims procedure by agreement under the California Government Code, Title 1, Division 3.6, Part 3, Chapter 5.
- 8.9 Notices: Any notices, documents, correspondence or other communications concerning this Agreement or the work hereunder may be provided by personal delivery, facsimile or mail and shall be addressed as set forth below. Such communication shall be deemed served or delivered: a) at the time of delivery if such communication is sent by personal

delivery; b) at the time of transmission if such communication is sent by facsimile; and c) 48 hours after deposit in the U.S. Mail as reflected by the official U.S. postmark if such communication is sent through regular United States mail.

If to County:

Chris Brady, Construction Manager
Stanislaus County Public Works
1716 Morgan Road, Modesto CA 95358


If to Contractor:

Frank Duarte, President
Aztec Consultants, Inc.
2021 Omega Road, Ste. 200
San Ramon, CA 94583


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

COUNTY OF STANISLAUS

AZTEC CONSULTANTS, INC.

By: 

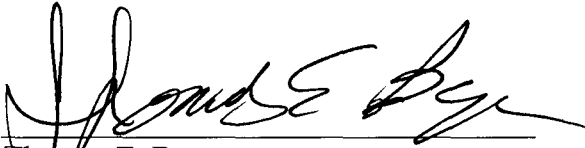
Matt Machado, Director
Public Works Department

By: 

Frank Duarte, President

APPROVED AS TO FORM:

John P. Doering, County Counsel

By: 

Thomas E. Boze
Deputy County Counsel

END OF AGREEMENT

CONTRACTOR'S BID SHEET

Frank Raines OHV Park Water Filtration and Distribution System Improvements

Item No.	Item	Estimated Quantity	Unit of Measure	Unit Price (In Figures)	Item Total (In Figures)
1	Mobilization (SP-06)	1	LS	30,000	30,000
2	Water Pollution Control (SP-02, 20-23)	1	LS	19,000	19,000
3	Environmental Mitigation (SP-13)	1	LS	18,000	18,000
4	Clearing and Grubbing (SP-08)	1	LS	10,000	10,000
5	Large Diameter Well Cover and Footing with Caissons (SP-34)	1	LS	57,000	57,000
6	Large Diameter Well Piping, Pumps & Appurtenances (SP-35)	1	LS	12,000	12,000
7	Water Treatment Plant (WTP) Site Work (SP-25,37)	1	LS	52,000	52,000
8	10,000 Gallon Welded Steel Water Tank Including Foundation with Caissons (SP-33)	1	LS	87,000	87,000
9	Precast Concrete WTP Building, Including Floor/Foundation (SP-27)	1	LS	85,000	85,000
10	Water Treatment Plant, Piping and Appurtenances (SP-26, 28-32, 35)	1	LS	163,000	163,000
11	Water Treatment Plant (WTP) Yard & Distribution Piping (SP-36)	1	LS	70,000	70,000
12	Electrical (SP-38)	1	LS	32,000	32,000
13	Construction Staking (SP-39)	1	LS	7,000	7,000
14	As-Built Drawings (SP-17)	1	LS	3,000	3,000
				TOTAL BID	645,000

(SIGNED) 

Date: 07/17/13

Note: All line items must have an entry placed in its appropriate box, and this form must be signed for the bid to be accepted as complete.