

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

DEPT: Chief Executive Office

BOARD AGENDA # *B-3

Urgent Routine

AGENDA DATE March 18, 2014

CEO Concurs with Recommendation YES NO
(Information Attached)

4/5 Vote Required YES NO

SUBJECT:

Approval to Award the Construction Contract for the Water System Upgrades for the Public Safety Center Backflow Preventers to Taylor Backhoe Service, Inc.; and Related Actions

STAFF RECOMMENDATIONS:

1. Approve to award the construction contract for the Water System Upgrades for the Public Safety Center Backflow Preventers to Taylor Backhoe Service, Inc. of Merced, California for the lump sum amount not to exceed \$279,500.
2. Authorize the Project Manager to issue a Notice to Proceed upon receipt of proper insurance and bonds.

(Continued on Page 2)

FISCAL IMPACT:

On October 15, 2013, the Board of Supervisors approved the Final Acceptance of the construction contract, including approved construction change orders with Diede Construction, Inc. in the amount of \$9,079,209 for the construction of the Honor Farm Jail Bed Replacement Project consisting of 192 jail beds. The construction of the Honor Farm Jail Bed Replacement Project resulted in a modern, efficient jail facility that was constructed on time and well under the available construction budget, funded entirely by insurance proceeds.

(Continued on Page 2)

BOARD ACTION AS FOLLOWS:

No. 2014-116

On motion of Supervisor Withrow, Seconded by Supervisor O'Brien,
and approved by the following vote.

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

Noes: Supervisors: None

Excused or Absent: Supervisors: None

Abstaining: Supervisor: None

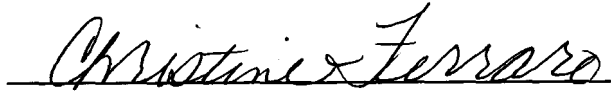
1) X Approved as recommended

2) _____ Denied

3) _____ Approved as amended

4) _____ Other:

MOTION:



ATTEST: CHRISTINE FERRARO TALLMAN, Clerk

File No.

STAFF RECOMMENDATIONS: (CONTINUED)

3. Authorize the Project Manager to use \$359,898 to fund the entire Water System Upgrades Project for the Public Safety Center Backflow Preventers to be funded from actual cost savings realized during the course of construction from the Honor Farm Jail Bed Replacement Project fund.
4. Authorize the Project Manager to manage all aspects of the project, including to negotiate and sign contracts, work authorizations, and purchase orders for professional services needed in this phase of the project as long as they are within the approved project budget.
5. Authorize the Project Manager to negotiate and sign change orders up to \$25,000, consistent with the County's Change Order Policy, and as long as they are within the previously approved project budget.

FISCAL IMPACT: (CONTINUED)

As part of the final acceptance, the Board of Supervisors authorized the Project Manager authority to use existing remaining savings of up to \$632,745 from the Honor Farm Jail Bed Replacement Project to perform critical infrastructure improvements at the Public Safety Center. Of the total amount approved, up to \$70,000 was recommended to fund the construction of an emergency power blast wall safety improvement project. The blast wall effort has been completed at this time. Approximately \$250,000 to \$300,000 in remaining savings were to be used to for the design and construction of backflow preventers to adhere with development requirements of connection to the existing City of Ceres domestic water system for the Public Safety Center Expansion project. After further closeout activities on the Honor Farm Jail Bed Replacement project, the *estimated* project savings in the capital project fund is nearly \$800,000.

On January 13, 2014, the Project Manager issued bids for construction of the water system upgrades and backflow preventers for connection of existing facilities at the Public Safety Center. On February 12, 2014, a total of four bid proposals were received from the following general contractors: Haskell & Haskell Engineering & Construction Services of Livermore, California; Lawrence Backhoe Service of Atwater, California; Rolfe Construction of Atwater, California; and Taylor Backhoe Service of Merced, California. The bids ranged from \$279,500 to \$359,000. At this time, the Project Manager is returning to the Board of Supervisors for approval to award the construction contract to the lowest responsible bidder, Taylor Backhoe Service, Inc. of Merced, California for the lump sum amount not to exceed \$279,500 for the Water System Upgrades for the Public Safety Center Backflow Preventers.

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With today's action, the Project Manager is requesting to establish a full project budget of \$359,898 from existing cost savings from the Honor Farm Jail Bed Replacement Project budget to fund the Water System Upgrades for the Public Safety Center Backflow Preventers as identified in the sources and uses chart below:

Water System Upgrades for Public Safety Center - Proposed Sources	Amount
Savings from Honor Jail Bed Replacement Project (Insurance Proceeds)	\$359,898
Total Sources	\$359,898

Water System Upgrades for Public Safety Center - Proposed Uses	Amount
Salaries & Wages (Administration, Construction Mgmt.)	\$13,346
Architectural and Engineering	\$10,100
Inspection, Legal, Supplies, Publications	\$17,103
Cost Applied Charges (Building Maintenance Fund)	\$11,899
Construction	\$307,450
Total Uses	\$359,898

All future funding decisions will be brought back to the Board of Supervisors for further review and consideration.

DISCUSSION:

City of Ceres provides domestic water service to the Public Safety Center. The Public Safety Center is located in the City of Ceres and is annexed as part of the City of Ceres West Landing Specific Plan. During the planning phase of the AB 900 Phase II Public Safety Expansion Project, the City of Ceres and Chief Executive Office negotiated the placement of backflow preventers at the cross connection of the City of Ceres water supply and County owned water system contained within the Public Safety Center. Installation of backflow prevention assemblies will protect the existing City of Ceres potable domestic water delivery service system by preventing water contamination that is possible when water flows backward into the system due to the loss of water pressure. The project is consistent with City of Ceres engineering improvement standards and is necessary to the future expansion of the Public Safety Center under AB 900 Phase II.

The Project Manager and Project Team worked with Associated Engineering Group Inc., of Modesto, California to design the Water Systems Upgrades for the Public Safety Center Backflow Preventer project. Associated Engineering Group was already teamed with the Chief Executive Office-Capital Projects and Project Team to perform a full site and utility investigation for the AB 900 Phase II Public Safety Center Expansion project. The Consultant was directed to develop a plan set and specifications specific to the

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water system upgrades that met the requirements for installation of backflow preventers at the site. The lump sum cost of project engineering work was \$10,100.

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The project will be planned around the operational requirements of the Sheriff's Office and other Public Safety Center users. Minor disruption of water service, a necessary result of performing a water system upgrade project, is expected to be kept at a minimum throughout the duration of the construction project.

Schedule

The Water System Upgrades for the Public Safety Center Backflow Preventers has a construction duration of 30 calendar days. Completion of this project is anticipated within Spring 2014.

POLICY ISSUES:

Approval of this action supports the Board's Priorities of a Safe Community and Efficient Delivery of Public Services by improving site utility infrastructure for maintenance and expansion of the Public Safety Center.

STAFFING IMPACT:

There is no additional staffing impact associated with this item. Existing Chief Executive Office-Capital Projects staff will manage the project in coordination with the General Services Agency, Sheriff's Office and other Public Safety Center users.

CONTACT INFORMATION:

Patricia Hill Thomas. Chief Operations Officer. 209-525-6333

AGREEMENT

THIS AGREEMENT, dated this 18th day of March, 2014, by and between Taylor Backhoe Service Inc. whose place of business is located at 1600 Falcon Way, Merced, California 95341, (“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 Agenda Item No. 2014-116 adopted on the 18th day of March, 2014 awarded to Contractor the following contract:

**General Construction
WATER SYSTEM UPGRADES FOR THE
PUBLIC SAFETY CENTER (PSC) BACKFLOW PREVENTERS
200 E. HACKETT ROAD
Ceres, CA**

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. County’s Representative, Construction Manager

- 2.1 County has designated **Patricia Hill Thomas** its **Project Manager**, to act as County’s Representative, who will represent County in performing County’s duties and responsibilities and exercising County’s rights and authorities in Contract Documents. County may change the individual(s) acting as County’s Representative(s), or delegate one or more specific functions to one or more specific County’s Representatives, including without limitation on general administrative functions, at any time with notice and without liability to Contractor. Each County’s Representative is the beneficiary of all Contractor obligations to County, including without limitation, all releases and indemnities.
- 2.2 County has designated **Randy Cavanagh** to act as **Construction Manager**. County may assign all or part of the County Representative’s rights, responsibilities and duties to Construction Manager. County may change the identity of the Construction Manager at any time with notice and without liability to Contractor.
- 2.3 County has designated **Associated Engineering** to act as **Architect/Engineer**. County may change the identity of the Architect/Engineer at any time with notice and without liability to Contractor.

- 2.4 All notices or demands to County under the Contract Documents shall be in writing and directed to County's Representative at:

1010 Tenth Street, Suite 6800
Modesto, CA 95354
(209) 525-4380

or to such other person(s) and address(es) as County shall provide to Contractor. Except as otherwise expressly provided herein, notices shall be dispatched by facsimile transmission, overnight delivery and/or U.S. mail. Except as otherwise expressly provided herein, notices dispatched by facsimile or overnight delivery shall be deemed received on the business day following dispatch. Notices dispatched by U.S. mail shall be deemed received on the third business day following dispatch.

Article 3. Contract Time and Liquidated Damages

3.1 Contract Time.

- 3.1.1 Contractor shall commence work at the site on the date established in the Notice to Proceed with Construction (Commencement Date). County reserves the right to modify or alter the Commencement Date of the work.
- 3.1.2 Contractor shall achieve Substantial Completion of the Work described in the Contract Documents within **30** Days from the date established in the Notice to Proceed with Construction.
- 3.1.3 Contractor shall achieve Final Completion of the entire Work and be ready for Final Payment in accordance with Section 01 77 00 (Contract Closeout) within **30** Days from Substantial Completion of Construction.

3.2 Liquidated Damages.

County and Contractor recognize that time is of the essence of this Agreement and that County will suffer financial loss in the form of contract administration expenses (such as project management and consultant expenses), if all or any part of the Work is not completed within the times specified above, plus any extensions thereof allowed in accordance with the Contract Documents. Consistent with Document 00 70 00 (General Conditions), Contractor and County agree that because of the nature of the Project, it would be impractical or extremely difficult to fix the amount of actual damages incurred by County because of a delay in completion of all or any part of the Work. Accordingly, County and Contractor agree that as liquidated damages for delay Contractor shall pay County:

- 3.2.1 **\$500** per day if Contractor fails to achieve completion times as described in paragraph 3.1 above.

These measures of 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.

- 3.3 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, damages arising from a loss of matching funding supplied by the State of California as a result of delay in completion of the Work, 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. See Document 00 70 00 (General Conditions), paragraph 15.E.

Article 4. Contract Sum

- 4.1 County shall pay Contractor the Contract Lump Sum for completion of Work in accordance with Contract Documents as follows:

\$279,500.00 (Two Hundred Seventy-Nine Thousand Five Hundred dollars)

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 are identified in Document 00 31 32 (Geotechnical Data and Existing Conditions), or which may appear in the Drawings. Contractor accepts the determination set forth in these Documents and Document 00 70 00 (General Conditions) 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 00 52 00) 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 Document 00 70 00 (General 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.
- 5.5 Contractor has given County prompt written notice of all conflicts, errors, ambiguities, or discrepancies that it has discovered in or among the Contract Documents and as-built drawings and actual conditions and the written resolution thereof through Addenda issued by County is acceptable to Contractor.
- 5.6 Contractor is duly organized, existing and in good standing under applicable state law, and is duly qualified to conduct business in the State of California.
- 5.7 Contractor has duly authorized the execution, delivery and performance of this Agreement, the other Contract Documents and the Work to be performed herein. The Contract Documents do not violate or create a default under any instrument, agreement, order or decree binding on Contractor.
- 5.8 Contractor has listed the following Subcontractors pursuant to the Subcontractor Listing Law, California Public Contracting Code §4100 *et seq.*:

Name of Subcontractor and Location of Mill or Shop	Description of Work:	Subcontractor's License No.
None		

Article 6. Contract Documents

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

- Document 00 51 00 Notice of Award
- Document 00 52 00 Agreement
- Document 00 55 00 Notice to Proceed
- Document 00 61 00 Construction Performance Bond
- Document 00 62 00 Construction Labor and Material Payment Bond

Document 00 63 00 Guaranty
Document 00 65 00 Agreement and Release of Any and All Claims
Document 00 66 00 Substitution Request Form
Document 00 67 00 Escrow Bid Documents
Document 00 68 00 Escrow Agreement for Security Deposit in Lieu of
Retention
Document 00 70 00 General Conditions
Document 00 82 10 Insurance
Document 00 82 20 Apprenticeship Program
Addendum No. 1
Division 1
Drawings Listed in Document 00 01 15.

- 6.2 There are no Contract Documents other than those listed in this Document 00 52 00, Article 6. Document 00 31 32 (Geotechnical Data and Existing Conditions), and the information supplied therein, are not Contract Documents. The Contract Documents may only be amended, modified or supplemented as provided in Document 00 70 00 (General Conditions).

Article 7. Miscellaneous

- 7.1 Terms used in this Agreement are defined in Document 00 70 00 (General Conditions) and Section 01 42 00 (References and Definitions) and will have the meaning indicated therein.
- 7.2 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.
- 7.3 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 Contracting Code §4100 *et seq.*
- 7.4 The Contract Sum includes all allowances (if any).
- 7.5 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 Section 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.

- 7.6 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 Section 1861 of the Labor Code, 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.
- 7.7 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).
- 7.8 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 the Superior Court of the State of California for the County of Stanislaus. Contractor accepts the Claims Procedure in Document 00 70 00, Article 12, established under the California Government Code, Title 1, Division 3.6, Part 3, Chapter 5.

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

COUNTY:
COUNTY OF STANISLAUS

CONTRACTOR:

By: *Patricia Hill Thomas*
(Signature)

Patricia Hill Thomas
(Please print name here)

Chief Operations Officer/
Title: Assistant Executive Officer

By: *Andy Taylor*
(Signature)

Andy Taylor
(Please print name here)

Title: President
(If Corporation: Chairman, President, or Vice President)

Attest: *Janet Taylor*
(Signature)

Janet Taylor
(Please print name here)

Title: Secretary
(If Corporation: Secretary, Asst. Secretary, Chief Financial Officer, or Asst. Treasurer)

APPROVED AS TO FORM AND LEGALITY
THIS 13 DAY OF March, 2014

810520
State Contractor's License No. Classification

By: *John P. Doering*
John P. Doering, County Counsel

7/31/14
Expiration Date

END OF DOCUMENT