

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

DEPT: Chief Executive Office

BOARD AGENDA: 6.B.4
AGENDA DATE: March 20, 2018

SUBJECT:

Approval to Finalize and Execute a Contract with Collins Electrical Company of Modesto California to Replace the Emergency Generator at the Community Services Facility

BOARD ACTION AS FOLLOWS:

RESOLUTION NO. 2018-0123

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

Ayes: Supervisors: Chiesa, Withrow, Monteith, and Chairman DeMartini

Noes: Supervisors: None

Excused or Absent: Supervisors: Olsen

Abstaining: Supervisor: None

- 1) Approved as recommended
- 2) Denied
- 3) Approved as amended
- 4) Other:

MOTION:

ATTEST:



PAM VILLARREAL, Assistant Clerk

File No.

**THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS
AGENDA ITEM**

DEPT: Chief Executive Office

BOARD AGENDA:6.B.4
AGENDA DATE: March 20, 2018

CONSENT:

CEO CONCURRENCE: YES

4/5 Vote Required: Yes

SUBJECT:

Approval to Finalize and Execute a Contract with Collins Electrical Company of Modesto California to Replace the Emergency Generator at the Community Services Facility

STAFF RECOMMENDATION:

1. Award a Construction Contract with Collins Electrical Service for \$291,936 for replacement of the Community Services Facility emergency generator.
2. Authorize the Chief Operations Officer, acting as Project Manager to finalize and execute the agreement, and to sign a Notice to Proceed upon receipt of the proper bonds and insurance.
3. Authorize the Project Manager to issue work authorizations and take any steps necessary to complete the project, so long as it is within the approved project budget.
4. Direct the Auditor Controller to transfer \$291,936 in appropriations from Change order contingency to structures and improvements within the CSF HVAC Project fund, as outlined in the attached Budget Journal.
5. Authorize the Project Manager to sign Change Orders for up to \$25,000, consistent with the County's Change Order Policy.

DISCUSSION:

On August 8, 2017 the Board of Supervisors approved the successful completion of the Community Services Facility (CSF) Heating, Ventilation and Air Conditioning (HVAC) Replacement Project. This project was completed on-time and significantly under budget. A need that was identified as the CSF HVAC Replacement Project was coming to a close was to upgrade the emergency generator system. The emergency generator supports the facilities informational technology rooms, which house critical client data. By replacing the current emergency generator, which is nearing the end of its useful life, the County can protect its HVAC investment and ensure critical data remains protected during a catastrophic loss of power.

On November 21, 2017, the Board of Supervisors approved plans and specifications for the emergency generator project and authorized the Chief Operations Officer to issue a Notice Inviting Bids. Five bids were received for the project ranging in price from \$261,000 to \$436,000 from the following firms:

Days Generator Service of Brentwood, California

American System Controls and Integration of Oakdale, California

Collins Electrical Company Inc., of Modesto, California

Modesto Executive Electrical Inc., of Modesto, California

Darrale Patrias Electrical Contractor, Inc. of Turlock, California

Included in the Notice Inviting Bids was a qualification component to ensure the chosen vendor had the financial capital available to purchase and install the needed project equipment, as well as the required experience to perform the work. This project requires the chosen firm to remove the current CSF emergency generator, provide a temporary backup power source, and upgrade critical components within the County's largest facility's main electrical panel.

After a careful review of each firm's bids, staff are recommending to award a construction contract to Collins Electrical Company Inc. of Modesto, California in the amount of \$291,936. Collins Electrical Inc., has been determined to be the lowest responsive bidder who met all the qualifications listed in the supplemental qualification requirements to the Notice Inviting Bids.

If approved the Project Manager will issue a Notice to Proceed upon the receipt of proper bonds and insurance. The project is expected to take 190 days and will be completed at the end of summer 2018.

POLICY ISSUE:

The Board of Supervisors has the authority to contracts and transfer funds within Fixed Assets.

FISCAL IMPACT:

The original project budget for the CSF HVAC Replacement Project was \$8.9 million dollars. As of Fiscal Period February 2018, the CSF HVAC project budget had \$764,536 remaining in available appropriations. This amount reflects the successful completion of the CSF HVAC Replacement Project and the return of \$1.5 million in unused project funds to the bank. \$291,936 of the remaining appropriations will be used for the CSF emergency generator project contract. An additional \$25,000 of the remaining appropriations will be available for any change orders.

BOARD OF SUPERVISORS' PRIORITY:

Approval of this item is consistent with the Board of Supervisors Priority of *Delivering Efficient Public Services & Community Infrastructure* by ensuring that the Community Services Facility has the critical infrastructure in place to handle an emergency loss of power.

STAFFING IMPACT:

This project will be successfully completed by the Chief Operations Officer and existing Capital Projects Staff.

CONTACT PERSON:

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

ATTACHMENT(S):

1. BUDGET JOURNAL

Database FMSDBPRD.CO.STANISLAUS.CA.US.PROD
Balance Type Budget
Data Access Set County of Stanislaus

Ledger * List - Text County of Stanislaus
Budget List - Text LEGAL BUDGET
Category * List - Text Budget - Upload
Source * List - Text CEO-AJ
Currency * List - Text USD
Period List - Text MAR-18
Batch Name Text
Journal Name Text 100921
Journal Description Text Transfer Funds Within Fixed Assets
Journal Reference Text 3.20.18 BOS Agenda Item-CSF Generator
Organization List - Text Stanislaus Budget Org
Chart Of Accounts Accounting Flexfield

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Upl	Fund (4 char)	Org (7 char)	Account (5 char)	GL Project (7 char)	Location (6 char)	Misc. (6 char)	Other (5 char)	Debit incr appropriations decr est revenue * Number	Credit decr appropriations incr est revenue * Number	Line Description Text
	2083	0061142	80300	0000000	000000	000000	00000	291,936		Struct & Imprv
	2083	0061142	80570	0000000	000000	000000	00000		291,936	Change Conting
Totals: 291936 291936										

Tip: This is not the end of the Template. Unprotect the sheet and insert as many rows as needed.

Explanation: Transfer \$291,936 in appropriations from Change order contingency (Construction & Design) account 80570 to Structures & Improvements (Existing) account 80300 within the CSF HVAC Replacement Project fund 2083 for the CSF Emergency Generator Replacement BOS Agenda 3/20/18.

Requesting Department		CEO	Data Entry	Auditors Office Only	
Andy Johnson		Patricia Hill Thomas		Mike Firpo	
Prepared by		Supervisor's Approval	Keyed by	Prepared By	Approved By
3/13/2018		3/13/2018		3/16/18	
Date		Date	Date	Date	Date

DOCUMENT 00 5200

AGREEMENT

THIS AGREEMENT, dated this 20th day of March, 2018, by and between Collins Electrical Company, Inc. whose place of business is located at 3412 Metro Drive, Stockton, California 95215 ("Contractor"), and County of Stanislaus ("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. 2018-0123 adopted on the 20th day of March 2018 awarded to Contractor the following Contract:

**COMMUNITY SERVICES FACILITY
EMERGENCY GENERATOR REPLACEMENT PROJECT
at
251 EAST HACKETT ROAD
MODESTO, CA 95358**

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, 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 Two Hundred Ninety-One Thousand Nine Hundred Thirty-Six Dollars (\$291,936.00) for completion of Work in accordance with Contract Documents as set forth in Contractor's Bid, attached hereto.

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

ARTICLE 3 - PROJECT REPRESENTATIVES

3.01 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.

3.02 Contractor's Project Manager

- A. Contractor has designated, Brian Gini, as its Project Manager to act as Contractor's Representative in all matters relating to the Contract Documents.

3.03 Architect/Engineer

- A. Miller-Pezzoni and Associates, Inc. furnished the Plans and Specifications and shall have the rights assigned to Architect/Engineer in the Contract Documents.
- B. Architect/Engineer has designated Kevin Pezzoni as its Project Manager, to act as its representative for receiving and making communications authorized under the Contract Documents.

ARTICLE 4 - LIQUIDATED DAMAGES FOR DELAY IN COMPLETION OF WORK

4.01 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.

4.02 Scope of Liquidated Damages

- A. Measures of liquidated damages shall apply cumulatively.
- B. Limitations and stipulations regarding liquidated damages are set forth in Document 007200 (General Conditions).

ARTICLE 5 - CONTRACT DOCUMENTS

- 5.01 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 6290	Escrow Agreement for Security Deposits
Document 00 6325	Substitution Request Form
Document 00 6530	Release of Claims
Document 00 6536	Guaranty
Document 00 7200	General Conditions
Document 00 7316	Supplementary Conditions – Insurance
Document 00 7319	Supplemental Conditions – Hazardous Materials
Document 00 7380	Apprenticeship Programs
Document 00 9113	Addenda 1
Specifications	Divisions 1 through 26 32 13
Drawings listed in Document 00 0115	

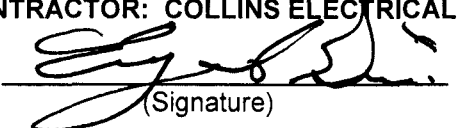
- 5.02 There are no Contract Documents other than those listed above. The Contract Documents may only be amended, modified or supplemented as provided in Document 007200 (General Conditions).

ARTICLE 6 - MISCELLANEOUS

- 6.01** Terms and abbreviations used in this Agreement are defined in Document 007200 (General Conditions) and Section 01 4200 (References and Definitions) and will have the meaning indicated therein.
- 6.02** 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.
- 6.03** Pursuant to Labor Code Section 1771.1(a), Contractor represents that it and all of its Subcontractors are currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5. Contractor covenants that any additional or substitute Subcontractors will be similarly registered and qualified.
- 6.04** 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.
- 6.05** NOTICE OF PREVAILING WAGE REQUIREMENTS. NOTICE IS HEREBY GIVEN THAT PURSUANT TO LABOR CODE 1771, PREVAILING WAGES ARE REQUIRED TO BE PAID FOR ANY WORK WHICH IS A "PUBLIC WORK" AS DEFINED IN LABOR CODE SECTION 1720(a). THE WORK OF THIS CONTRACT IS A PUBLIC WORK.
- 6.06** 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.
- 6.07** 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: COLLINS ELECTRICAL COMPANY, INC.

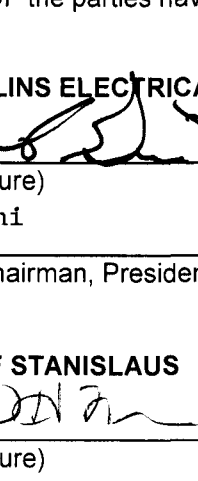
By: 
(Signature)

Its: Eugene C. Gini
President
Title (If Corporation: Chairman, President or Vice President)

By:
(Signature)

Its: Gail M. Wardell
CFO
Title (If Corporation: Secretary, Assistant Secretary, Chief Financial Officer or Assistant Treasurer)

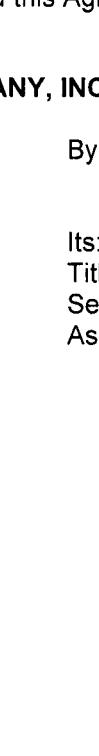
OWNER: COUNTY OF STANISLAUS

By: 
(Signature)

Patricia Hill Thomas
(Print Name)

Project Manager
(Title)

APPROVED AS TO FORM AND LEGALITY
THIS 19 DAY OF MARCH, 2018

By: 
County Counsel

John P. Doering
(Print Name)

RESOLUTION NO. 2018-0123

END OF DOCUMENT

DOCUMENT 00 4113

BID FORM

TO COUNTY OF STANISLAUS


THIS BID IS SUBMITTED BY:

Collins Electrical Company, Inc.

(Firm/Company Name)

Re: **Stanislaus County Community Services Facility Emergency Generator Replacement Project at 251 East Hackett Road, Modesto, CA 95358**

1. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an agreement with County of Stanislaus in the form included in the Contract Documents, Document 00 5200 (Agreement), to perform and furnish all Work as specified or indicated in the Contract Documents for the Contract Sum and within the Contract Time indicated in this Bid and in accordance with all other terms and conditions of the Contract Documents.
2. Bidder accepts all of the terms and conditions of the Contract Documents, Document 00 1000 (Notice Inviting Bids), and Document 00 2113 (Instructions to Bidders), including, without limitation, those dealing with the disposition of Bid Security. This Bid will remain subject to acceptance for 60 Days after the day of Bid opening, unless there is a bid protest, then 90 Days after the day of bid opening.
3. In submitting this Bid, Bidder represents that Bidder has examined all of the Contract Documents, performed all necessary Pre-Bid investigations, received the Pre-Bid Conference minutes (if any), and received the following Addenda:

Addendum Number	Addendum Date	Signature of Bidder
1	December 20, 2017	 Brian C. Gini, Vice President

4. Based on the foregoing, Bidder proposes and agrees to fully perform the Work within the time stated and in strict accordance with the Contract Documents for the following sums of money listed in the following Schedule of Bid Prices:

SCHEDULE OF BID PRICES

All Bid items, including lump sums and unit prices, must be filled in completely. Bid items are described in Section 01 1100 (Summary of Work). Quote in figures only, unless words are specifically requested.

BID ITEM	DESCRIPTION	TOTAL
1.	Base Bid	\$ 291,936.00
Total Base Bid		\$ 291,936.00

Total Base Bid Price:

Two Hundred Ninety-One Thousand, Nine Hundred Thirty-Six and 00/100 Dollars.

(Words)

5. Subcontractors for work included in all Bid items are listed on Document 00 4330 (Subcontractors List) submitted herewith.
6. The undersigned Bidder understands that Owner reserves the right to reject this Bid.
7. If written notice of the acceptance of this Bid, hereinafter referred to as Notice of Award, is mailed or delivered to the undersigned Bidder within the time described in Paragraph 2 of this Document 00 4113 or at any other time thereafter before it is withdrawn, the undersigned Bidder will execute and deliver the documents required by Document 00 2113 (Instructions to Bidders) within the times specified therein.
8. Notice of Award or request for additional information may be addressed to the undersigned Bidder at the address set forth below.
9. The undersigned Bidder herewith encloses cash, a cashier's check, or certified check of or on a responsible bank in the United States, or a corporate surety bond furnished by a surety authorized to do a surety business in the State of California, in form specified in Document 00 2113 (Instructions to Bidders), in the amount of ten percent (10%) of the Total Bid Price and made payable to County of Stanislaus.
10. The undersigned Bidder agrees to commence Work under the Contract Documents on the date established in Document 00 7200 (General Conditions) and to complete all Work within the time specified in Document 00 5200 (Agreement).
11. The undersigned Bidder agrees that, in accordance with Document 00 7200 (General Conditions), liquidated damages for failure to complete all Work in the Contract within the time specified in Document 00 5200 (Agreement) shall be as set forth in Document 00 5200.
12. The names of all persons interested in the foregoing Bid as principals are:

IMPORTANT NOTICE:

If Bidder or other interested person is a corporation, give the legal name of corporation, state where incorporated, and names of president and secretary thereof; if a partnership, give name of the firm and names of all individual co-partners composing the firm; if Bidder or other interested person is an individual, give first and last names in full.

NAME OF BIDDER: Collins Electrical Company, Inc.

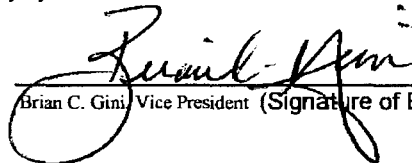
licensed in accordance with an act for the registration of Contractors, and with license number: 115427 Expiration: November 30, 2018

California Collins Electrical Company, Inc.
(Place of Incorporation, if Applicable) (Principal)

(Principal)

(Principal)

I certify (or declare) under penalty of perjury under the laws of the State of California that the foregoing is true and correct.



Brian C. Gini, Vice President (Signature of Bidder)

NOTE: If Bidder is a corporation, set forth the legal name of the corporation together with the signature of the officer or officers authorized to sign contracts on behalf of the corporation. If Bidder is a partnership, set forth the name of the firm together with the signature of the partner or partners authorized to sign contracts on behalf of the partnership.

Business Address: 3412 Metro Drive
Stockton, CA 95215

Contractor's Representative(s): Eugene C. Gini, President
(Name/Title)
Kevin E. Gini, Vice President
(Name/Title)
Brian C. Gini, Vice President
(Name/Title)

Officers Authorized to Sign Contracts Eugene C. Gini, President
(Name/Title)
Kevin E. Gini, Vice President
(Name/Title)
Brian C. Gini, Vice President
(Name/Title)

Telephone Number(s): (209) 466-3691
(Area Code) (Number)

Fax Number(s): (Area Code) (Number)
(209) 466-3146
(Area Code) (Number)

E-mail Address: (Area Code) (Number)
bgini@collinselectric.com

Date of Bid: January 10, 2018

END OF DOCUMENT