

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

DEPT: Chief Executive Office

BOARD AGENDA: 5.B.15
AGENDA DATE: May 22, 2018

SUBJECT:

Approval to Award a Contract to Barham Inc., DBA BZ Construction of Ceres California for \$204,252 for the Public Safety Center, Unit One and Two (Minimum Housing) Visitation Area Improvement Project.

BOARD ACTION AS FOLLOWS:

RESOLUTION NO. 2018-0245

On motion of Supervisor Withrow _____, Seconded by Supervisor Chiesa _____
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:



ELIZABETH A. KING, Clerk of the Board of Supervisors

File No.

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

DEPT: Chief Executive Office

BOARD AGENDA:5.B.15
AGENDA DATE: May 22, 2018

CONSENT:

CEO CONCURRENCE: YES

4/5 Vote Required: Yes

SUBJECT:

Approval to Award a Contract to Barham Inc., DBA BZ Construction of Ceres California for \$204,252 for the Public Safety Center, Unit One and Two (Minimum Housing) Visitation Area Improvement Project.

STAFF RECOMMENDATION:

1. Approve the award of a contract to Barham Inc. DBA BZ Construction of Ceres California for \$204,252 for the Public Safety Center, Unit One and Two (Minimum Housing) Visitation Area Improvement Project.
2. Authorize the Chief Operations Officer, acting as Project Manager, to execute the contract and issue a Notice to Proceed, upon the receipt of the required bonds and insurance.
3. Authorize the Project Manager to negotiate and sign contracts, work authorizations, and purchase orders for professional services needed in the bid and award phase of the project as long as they are within the approved project budget.
4. Approve a revised project budget, and Direct the Auditor-Controller to increase appropriations by \$80,000, as detailed in the attached journals.
5. Authorize the Project Manager to sign Change Orders for up to \$25,000, consistent with the County's Change Order Policy, so long as they are within the approved budget.

DISCUSSION:

As the Public Safety Center facilities have been constructed and modernized, there remains a portion of facilities, built in 1994, that are in need of a security upgrade for the visitation program. The Sheriff's Department completed a needs assessment of the visitation room in the Minimum Housing Unit, particularly in light of security needs and incidents from other detention Centers. The existing space is considered a public area and for that reason a plan has been developed to increase the level of safety and security for staff inmates and family members within the Minimum Security Housing

Visiting facility. This assessment led to the recommendation that a safety renovation project is needed to enhance the barrier between staff and visitors.

The current configuration of the visitation area has Stanislaus County Sheriff Deputies screen visitors using a free standing metal detector. Staff at the facility sit behind an open desk area and are vulnerable should an individual enter into the Visitation Area with a weapon.

The proposed changes consist of a secure ballistic floor to ceiling enclosure of the Deputy station and creating a secured, controlled entryway. The hallway in the visitation area will be enclosed so when visitors come through the entrance, they will be in an enclosed secure corridor, where they will then secure belongings, pass through a metal detector, and then move to a second secured doorway which will be unlocked electronically. Once through the initial secure area, visitors will then move to an enclosed secured Deputy station where they will sign in, allowing better protection for staff and the public.

On January 30, 2018, the Board of Supervisors authorized the Chief Operations Officer, acting as Project Manager, to issue a Notice Inviting Bids for the Public Safety Center, Unit One and Two (Minimum Housing) Visitation Area Improvement Project using the California Uniform Public Construction Cost Accounting Act (CUPCCAA) informal bidding procedures. These procedures allow for a streamlined process for construction projects whose cost is less than \$175,000. The Architect's original construction cost estimate for the project was \$172,453. Staff also received an estimate of \$120,079 from an independent estimating service.

Two bids were received for the project, both of which exceeded the \$175,000 threshold and were rejected by the Project Manager. On March 27, 2018, the Board of Supervisors authorized the Chief Operations Officer to reissue a Notice Inviting Bids, using the CUPCCAA formal bidding procedures. These procedures require the Board of Supervisors to approve full plans and specifications for the project, require additional time, and additional advertising.

The County received the following three bids for the project on May 2, 2018:

1. Barham Inc. DBA BZ Construction of Ceres, California \$204,252
2. BP Interiors Inc. of Sacramento, California \$215,900
3. TCB Industrial Inc. of Modesto, California \$226,250

After a thorough review of the bids, the Project Manager is recommending that a construction contract be awarded to Barham Inc. DBA BZ Construction, the lowest responsive bidder, for the Public Safety Center Unit One (Minimum Housing Unit) Visitation Area Improvement Project. The cost of the lowest responsive bid is above the original project budget, however the recommendation to proceed will be funded by previous cash proceeds from the Honor Farm Fire Settlement as described below.

POLICY ISSUE:

The Board of Supervisors has the authority to approve new construction contracts for the County and to transfer funds within the County’s budget.

FISCAL IMPACT:

On January 23, 2018, the Board of Supervisors approved a project budget of \$250,000 from proceeds in the Honor Farm Fire Insurance Funds. At this time, it is recommended to increase the project budget by an additional \$80,000 from the Honor Farm Fire Insurance proceeds, to cover the increased construction cost and for project administration. As of Fiscal Period April 2018, the Honor Farm Insurance Fund had a cash balance of \$533,936.

The recommended revised project budget is reflected in the chart below:

Category	Original Project Budget	Revised Project Budget
Salaries and Wages	\$15,750	\$37,750
Service and Supplies	\$51,792	\$67,573
Construction Costs	\$182,458	\$224,677
Total	\$250,000	\$330,000

BOARD OF SUPERVISORS’ PRIORITY:

The recommended actions are consistent with the Boards’ priority of *Delivering Efficient Public Services and Community Infrastructure* by ensuring the safety of staff and visitors at Public Safety Center Unit One (Minimum Housing) Visitation Area.

STAFFING IMPACT:

If approved, this project will be successfully delivered by existing Capital Projects staff in collaboration with the Sheriff’s Office.

CONTACT PERSON:

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

ATTACHMENT(S):

1. Budget Journal (A)
2. Budget Journal (B)
3. Construction Agreement

Database	FMSDBPRD.CO.STANISLAUS.CA.US.PROD	DO NOT CHANGE
Balance Type	Budget	DO NOT CHANGE
Data Access Set	County of Stanislaus	DO NOT CHANGE
Ledger	* List - Text County of Stanislaus	DO NOT CHANGE
Budget	List - Text LEGAL BUDGET	DO NOT CHANGE
Category	* List - Text Budget - Upload	DO NOT CHANGE
Source	* List - Text CEO NJB	DO NOT CHANGE
Currency	* List - Text USD	DO NOT CHANGE
Period	List - Text MAY-18	DO NOT CHANGE
Batch Name	Text	ENTER AS MMM-YY (ALL CAPS FOR MMM) EX: NOV-11
Journal Name	Text CEO CP000519	
Journal Description	Text BULLET RESISTANT GLASS	
Journal Reference	Text	
Organization	List - Text Stanislaus Budget Org	DO NOT CHANGE
Chart Of Accounts	Accounting Flexfield	DO NOT CHANGE

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
Pr	2085	0061144	50000	0000000	000000	000000	000000	00000	9,500	SALARIES
Pr	2085	0061144	50120	0000000	000000	000000	000000	00000	12,500	PSC SALARIES
Pr	2085	0061144	61830	0000000	000000	000000	000000	00000	8,000	Major ALT & REP
Pr	2085	0061144	62400	0000000	000000	000000	000000	00000	2500	MISC EXP
Pr	2085	0061144	63400	0000000	000000	000000	000000	00000	2,781	ENGINEERING Services
Pr	2085	0061144	80310	0000000	000000	000000	000000	00000	31,794	CONSTRUCTION
Pr	2085	0061144	80570	0000000	000000	000000	000000	00000	10,425	CONSTRUCTION CONTIGE
Pr	2085	0061144	65000	0000000	000000	000000	000000	00000	2500	PBL & LGL NOTICES
Pr	2085	0061144	46600	0000000	000000	000000	000000	00000	80,000	XFER IN
Pr	2075	0061135	85850	0000000	000000	000000	000000	00000	80,000	XFER OUT
									160000	80000

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

Explanation:			
INCREASE BUDGET FOR BULLET RESISTANT GLASS PROJECT			
Requesting Department		CEO	
NORMA BAKER		Patricia Hill Thomas	
Prepared by		Supervisor's Approval	
5/15/2018		5/16/2018	
Date		Date	
		Data Entry	
		Keyed by	
		Date	
		Auditors Office Only	
		Sam Groves	
		Prepared By	
		Approved By	
		5/15/2018	
		Date	
		Date	

Database	FMSDBPRD.CO.STANISLAUS.CA.US.PROI	DO NOT CHANGE
Balance Type	Actual	DO NOT CHANGE
Data Access Set	County of Stanislaus	DO NOT CHANGE
Ledger	* List - Text <input type="text" value="County of Stanislaus"/>	DO NOT CHANGE
Category	* List - Text <input type="text" value="Transfer"/>	
Source	* List - Text <input type="text" value="CEO NJB"/>	
Currency	* List - Text <input type="text" value="USD"/>	DO NOT CHANGE
Accounting Date	* List - Date <input type="text" value="05/15/18"/>	ENTER AS MM/DD/YY EX: 11/01/11
Batch Name	<input type="text"/>	
Journal Name	<input type="text" value="JV CEO CP000520"/>	
Journal Description	<input type="text" value="BULLET RESISTANT GLASS PROJ."/>	
Journal Reference	<input type="text"/>	
Chart Of Accounts	<input type="text" value="Accounting Flexfield"/>	DO NOT CHANGE

Upl	Fund (4 char) * List - Text	Org (7 char)	Account (5 char)	GL Project (7 char)	Location (6 char)	Misc. (6 char)	Other (5 char)	Debit * Number	Credit * Number	Line Description Text	
	2075	0061135	85850	0000000	000000	000000	00000	80000		XFER OUT	
	2085	0061144	46600	0000000	000000	000000	00000		80000	XFER IN	
Totals:									80000	80000	

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

Explanation:

CASH TRANSFER FROM HF BARRACKS TO BULLET RESISTANT GLASS

Departments Outside Auditors' Office		Data Entry	Auditors Office Only	
Norma Baker Prepared by 5/15/2018 Date	Patricia Hill Thomas Supervisor's Approval 5/15/2018 Date	Keyed by Date	Sam Groves Prepared By Date	Approved By 5/15/2018 Date

AGREEMENT

THIS AGREEMENT, dated this **22nd** day of **May, 2018**, by and between **Barham Inc. DBA BZ Construction** whose place of business is located at 2204 Fairview Dr. Ceres, CA 95307 ("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. 2018-0245 adopted on the **22nd day of May, 2018** awarded to Contractor the following Contract:

GENERAL CONSTRUCTION

SHERIFF'S DEPARTMENT BULLET RESISTANT ENCLOSURE PROJECT
at
444 E. HACKETT ROAD, CERES, CALIFORNIA 95307

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 (Contract Sum) of Two Hundred Four Thousand Two Hundred Fifty-Two Dollars and Zero Cents (\$204,252.00) for completion of Work in accordance with Contract Documents as set forth in Contractor's Bid.

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 within 135 Days from the Commencement Date.

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 **Miguel Zamora** as its Project Manager to act as Contractor's Representative in all matters relating to the Contract Documents.

3.03 Architect/Engineer

- A. **Pires, Lipomi + Navarro Architects** furnished the Plans and Specifications and shall have the rights assigned to Architect/Engineer in the Contract Documents.
- B. Architect/Engineer has designated **Gregory L. Pires** 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 00 7200 (General Conditions).

ARTICLE 5 - CONTRACT DOCUMENTS

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

Document 00 2110	Operational Safety and Security
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 – Indemnity and Insurance
Document 00 7380	Apprenticeship Programs
Addenda 1, 2, and 3	
Specifications Division 01	
Drawings listed in Document 00 0115	


5.02 There are no Contract Documents other than those listed above. Reports identified in Document 00 3132 are not Contract Documents. The Contract Documents may only be amended, modified or supplemented as provided in Document 00 7200 (General Conditions).

ARTICLE 6 - MISCELLANEOUS

- 6.01** 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.
- 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. Prevailing wages are also on file at <http://www.dir.ca.gov/dlse/dlsePublicWorks.html>. 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. Contractor agrees to post the applicable prevailing wage rates at the Project site.
- 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.

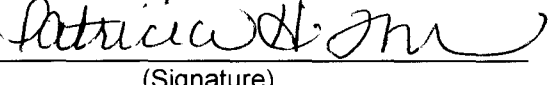
IN WITNESS WHEREOF the parties have executed this Agreement in quadruplicate the day and year first above written.

CONTRACTOR: Barham Inc. DBA BZ Construction

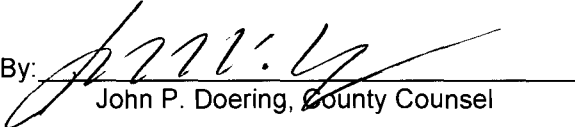
By: 
(Signature)
Michael Danova
(Print Name)

Its: PRESIDENT
Title (If Corporation: Chairman, President)

OWNER: COUNTY OF STANISLAUS

By: 
(Signature)
Patricia Hill Thomas
(Print Name)
Chief Operations Officer
(Title)

APPROVED AS TO FORM AND LEGALITY
THIS 10 DAY OF March, 2018
Macy

By: 
John P. Doering, County Counsel
John P. Doering
(Print Name)

RESOLUTION NO. 2018-0245

END OF DOCUMENT



Stanislaus, County Recorder
Donna Linder Co Recorder Office
DOC- 2019-0019724-00

Tuesday, APR 02, 2019 10:07:17
Ttl Pd \$0.00 Rcpt # 0004250870
OJC/R2/1-1

RECORDING REQUESTED BY
AND RETURN TO:

Stanislaus County
Chief Executive Office
Attn: Patricia Hill Thomas
1010 10th Street, Suite 6800
Modesto, California 95354

NOTICE OF COMPLETION
Stanislaus County Sheriff's Department Bullet Resistant Enclosure Project:
Barham, Inc. dba BZ Construction

NOTICE IS HEREBY GIVEN:

- 1) That Stanislaus County is the owner of real property ("Property") in paragraph 3, below.
- 2) That Stanislaus County awarded a construction contract to Barham, Inc., dba BZ Construction, for a work of improvement described as Stanislaus County Sheriff's Department on the Property described in Paragraph 3, below.
- 3) That the Property herein referred to is situated in the State of California, County of Stanislaus, City of Ceres and is described as follows:

APN 086-015-030	444 E. Hackett Road, Ceres, California 95307
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- 4) That the full name and address of the Owner of said Property is as follows: Stanislaus County c/o Chief Executive Office, Attn: Patricia Hill Thomas, 1010 10th Street, Suite 6800, Modesto, CA 95354.
- 5) That the nature of the title of the stated Owner is: in fee.
- 6) The name of the original contractor for said work of improvement is Barham, Inc. dba BZ Construction of Ceres, California.
- 7) That on March 25, 2019, the above described work of improvement on the real property herein described was completed.

Patricia Hill Thomas
Chief Operations Officer of Stanislaus County

VERIFICATION

I, Patricia Hill Thomas, declare that I am the Chief Operations Officer of Stanislaus County, and that the County is the owner of the property described above. I have read the foregoing notice and know the contents thereof, and the same is true of my knowledge. I declare under penalty of perjury that the foregoing is true and correct. Executed on 4/2/19, 2019 at Modesto, California.

Patricia Hill Thomas
Chief Operations Officer of Stanislaus County

Notarization is not required
for recording a Notice of Completion.
See Civil Code Section 3093 and Government Code Section 27287.

1 JC

**CERTIFICATE OF FINAL COMPLETION AND
RECOMMENDATION FOR ACCEPTANCE**

TO: STANISLAUS COUNTY, (OWNER)

DATE OF FINAL COMPLETION:
MARCH 25, 2019

PROJECT TITLE: SHERIFF'S DEPARTMENT
BULLET RESISTANT ENCLOSURE
BID PACKAGE 2, CONSTRUCTION

PROJECT OR SPECIFIED PART SHALL INCLUDE:
~~BID PACKAGE 2,~~
CONSTRUCTION

LOCATION: 444 E. HACKETT RD, CERES, CA 95307
~~OWNER: STANISLAUS COUNTY~~
CONTRACTOR: BARHAM, INC. dba BZ CONSTRUCTION
CONTRACT FOR: BID PACKAGE 2, CONSTRUCTION
CONTRACT DATE: MAY 22, 2018

The following have determined the work performed under this contract has been inspected by authorized representatives of the Owner, Contractor, and Architect/Engineer, and the Project (or specified part of the Project, as indicated above) is hereby declared to be complete and the Contract be accepted by the Owner.

RED ARCHITECTS
ARCHITECT

BY:  3.26.19
AUTHORIZED REPRESENTATIVE DATE

BZ CONSTRUCTION, INC.
CONTRACTOR

BY:  3.25.19
AUTHORIZED REPRESENTATIVE DATE

STANISLAUS COUNTY CAPITAL PROJECTS
CONSTRUCTION MANAGER

BY:  3/25/19
AUTHORIZED REPRESENTATIVE DATE

STANISLAUS COUNTY
OWNER

BY:  4/2/19
AUTHORIZED REPRESENTATIVE DATE

REMARKS: None.