

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

DEPT: Chief Executive Office

BOARD AGENDA:7.2
AGENDA DATE: October 9, 2018

SUBJECT:

Approval to Declare an Emergency Pursuant to Public Contract Code Section 20134 and 22050 and to Contract for Emergency Repairs Due to Water Intrusion Damage Caused by Weather on the South Side of 10th Street Place, 1010 10th Street, Modesto, California


BOARD ACTION AS FOLLOWS:

RESOLUTION NO. 2018-0514

On motion of Supervisor Withrow , Seconded by Supervisor Olsen
and approved by the following vote,
Ayes: Supervisors: Olsen, Chiesa, Withrow, Monteith, and Chairman DeMartini
Noes: Supervisors: None
Excused or Absent: Supervisors: None
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:7.2
AGENDA DATE: October 9, 2018

CONSENT

CEO CONCURRENCE: YES

4/5 Vote Required: Yes

SUBJECT:

Approval to Declare an Emergency Pursuant to Public Contract Code Section 20134 and 22050 and to Contract for Emergency Repairs Due to Water Intrusion Damage Caused by Weather on the South Side of 10th Street Place, 1010 10th Street, Modesto, California

STAFF RECOMMENDATION:

1. Accept the 10th Street Place Joint Powers Agency authorization to take all actions and issue all contracts on behalf of or for the benefit of the 10th Street Place Joint Powers Agency that are necessary or expedient to remediate, restore, and recover the damaged facilities at the City-County Government Center at 10th Street Place.
2. Declare an emergency in accordance with Public Contract Code Section 22050 for emergency repairs needed at 10th Street Place due to damage caused by water intrusion due to weather that has occurred since the building was opened.
3. Approve actions in accordance with Public Contract Code Sections 20134 and 22050 in order to make the immediate repairs required at 10th Street Place.
4. By a 4/5th vote, make the following findings:
 - a. that the damages occurred at 10th Street Place as a result of a water leak caused by inclement weather over time;
 - b. that immediate repairs are necessary to permit the continued activities of essential operations or services;
 - c. that the emergency will not allow for a delay that would result if the project were competitively bid, and that the action to immediately repair the building on an emergency basis is necessary; and,
5. Direct the Chief Operations Officer to serve as Project Manager for all

aspects of this project.

6. Authorize the Project Manager to negotiate and execute an agreement with Solid Solutions, Construction Services Inc., of Modesto, California and other contractors as necessary to complete the emergency abatement, demolition and clean-up of the site.
7. Authorize the Project Manager to order any action appropriate to repair the water damage and restore the affected areas, and to take any directly-related immediate action required by that emergency, and to procure the necessary equipment, services and supplies for those purposes, without giving notice for bids to let a contract.
8. Require the Chief Executive Office to report to the Board on the status of the emergency project at its next regularly scheduled meeting and every 14 days thereafter, as required by the Public Contract Code until the repairs are completed.

DISCUSSION:

For several years, 10th Street Place Maintenance staff have responded to minor water leaks during rain storms on the south side of 10th Street Place. It was believed that these leaks were caused by faulty window seals that have deteriorated since the building was opened in 1999.

In October of 2017, the 10th Street Place Joint Powers Agency Commission restored the position of Facility Manager from part-time to full-time. After the winter of 2017-2018, the Facility Manager consulted with Solid Solutions Construction Services (Solid Solutions) to further investigate the continued leaks on the south side of the building.

It has been determined, that during rain, water has intruded into the walls, causing accelerated wear, saturation and further deterioration of the foam installation of the building. The recent emergency water leak on June 7, 2018, which also occurred on the facility's south-side, allowed for further investigation of the facility's condition.

During facility restoration, the carpet was removed, and walls were opened, and it was subsequently determined that the extent of the damage has now extended into the facility's stucco exterior causing multiple holes to be developed in the building. Failure to act immediately may cause weakening of the building's structure, potential for mold, and further interior water damage.

The solutions to repair the Facility include:

- Patch and reinforce all stucco damages/wall deficiencies with a stucco patch system for the entire south side of the facility, facing J Street;
- Reinforce walls with polyesters or fiberglass scrim patching materials;
- Seal the wall with a silicon coating to waterproof the entire building; and,
- Reseal all windows with silicone materials.

On September 25, 2018, by unanimous vote, the 10th Street Place JPA Commission delegated authority to the Stanislaus County Board of Supervisors to take any action necessary on behalf of the JPA to repair and restore the building. If these recommended actions are approved, the Project Manager will negotiate and execute a contract with Solid Solutions to immediately begin restoration work. The project is expected to take six to eight weeks to complete. The Contractor will also take steps to protect the building from further damage during inclement weather during restoration.

POLICY ISSUE:

The Board of Supervisors has the authority to declare emergency construction projects to ensure continuation of essential governmental operations.

FISCAL IMPACT:

On September 25, 2018 the Joint Powers Agency Commission approved an initial project budget using 10th Street Place Capital Improvement Funds of \$330,000, which includes an estimated construction cost of \$295,000 plus \$35,000 for project administration. The project will be funded by the Joint Powers Agency Commission's Capital Reserve Fund budget, Fiscal Year 2018-2019. This project has no additional fiscal impact to the County.

BOARD OF SUPERVISORS' PRIORITY:

The recommended actions are consistent with the Boards' priority of *Delivering Efficient Public Services and Community Infrastructure* by declaring an emergency to abate repair and restore the 10th Street Place facility.

STAFFING IMPACT:

The project will be successfully completed by the Chief Executive Office Capital Projects team.

CONTACT PERSON:

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

AGREEMENT

THIS AGREEMENT, dated this 15th day of October, 2018, by and between **Solid Solutions Construction Services, Inc** whose place of business is located at **1008 Lakewood Ave, Modesto, CA 95355** ("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 adopted on the **25th day of September, 2018** awarded to Contractor the following Contract:

GENERAL CONSTRUCTION

TENTH STREET PLACE EMERGENCY WALL REPAIRS
at
1010 10TH STREET
MODESTO, CA 95354

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

Contractor shall complete the following Scope of Work for 1010 10th Street – Exterior insulation and finish system (EIFS) repair and coating of J Street elevations (corner to corner) 3rd through 6th floors, in accordance with all other terms and conditions of the Contract Documents (Work).

1. Scaffold elevations corner to corner, building protective 5-foot walkway for safe pedestrian sidewalk traffic.
2. Power wash all elevations to remove wall sediments and create clean substrate.
3. Repair all EIFS anomalies (cracks, holes, worn areas) using Stow repair products to prepare for coating.
4. Mask to protect all areas from painting operations as necessary.
5. Prime with one coat of Stow primer to all repaired and prepared surfaces per manufactures instructions.
6. Apply 2 coats per manufacturer's instructions of Stow finish per colors signed off on by County.
7. Wet seal all glass to mullion joints using black 895 Pecora, taping and tooling for a professional finish.
8. Install 2" Pecora Silicon extruded tape at window heads and sills to compensate for poor construction details originally employed. Install new cove joint on vertical mullion to EIFS joints. Low modulus (more movement) Pecora 890 will be used as sealant - (Bronze color around bronze window frames, grey color around grey window frames).
9. Seal all window mullion butt joints with 3/4" x 2" silicon extrusion.
10. Thoroughly clean-up project at end of each working day and keep restrooms clean.
11. The Contractor is to match the original paint color and texture of the building. The contractor is required to submit final color and texture samples prior to applying to building for Owner approval. Owner must approve and sign off prior to application to building.

1.02 Price for Completion of the Work

- A. Owner shall pay Contractor the following Contract Sum Two Hundred Sixty-Six Thousand Dollars (\$266,000) 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 Fifty-Three (53) Days from the Commencement Date.
- B. Contractor shall achieve Final Completion of the entire Work within Sixty (60) 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 **Scott Prouty** as its Project Manager to act as Contractor's Representative in all matters relating to 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 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 6530 | Release of Claims |
| Document 00 6536 | Guaranty |
| Document 00 7200 | General Conditions |
| Document 00 7316 | Supplementary Conditions – Indemnity and Insurance |

- 5.02** There are no Contract Documents other than those listed above. Reports identified in Document 00 3132, Document 00 7301 or Appendices 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: SOLID SOLUTIONS CONSTRUCTION SERVICES, INC., LICENSE #843534

By: _____
(Signature)

Scott Peaty
(Print Name)

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

OWNER: COUNTY OF STANISLAUS

By: _____
(Signature)

Patricia Hill Thomas
(Print Name)

Project Manager
(Title)

APPROVED AS TO FORM AND LEGALITY
THIS 24 DAY OF OCTOBER, 2018

By: _____
John P. Doering, County Counsel

END OF DOCUMENT

Proposal is Provided By:
Solid Solutions Construction Services, Inc.

Scott Prouty
1008 Lakewood Ave
Modesto, CA 95355
209 602-3240
Scottprouty@sbcglobal.net



Proposal Presented to:
Stanislaus County/JPA
1010 10th Street Modesto, CA 95354
Jason Roberts Construction Manager
209 525 4380
Robertsj@stancounty.com

October 10, 2018

The following proposal includes the scope of work for 1010 10th Street – EIFS repair and coating of J Street elevations (corner to corner) 3rd through 6th floors

1. Scaffold elevations corner to corner, building protective 5 foot walkway for safe pedestrian sidewalk traffic
2. Power wash all elevations to remove wall sediments and create clean substrate
3. Repair all EIFS anomalies (cracks, holes, worn areas) using STOW repair products to prepare for coating
4. Mask to protect all areas from painting operations as necessary
5. Prime with one coat of Stow primer to all repaired and prepared surfaces per manufactures instructions
6. Apply 2 coats per manufactures instructions of Stow finish per colors signed off on by county
7. Wet seal all glass to mullion joints using black 895 Pecora, taping and tooling for a professional finish
8. Install 2" Pecora Silicon extruded tape at window heads and sills to compensate for poor construction details originally employed. Install new cove joint on vertical mullion to EIFS joints. Low modulus (more movement) Pecora 890 will be used as sealant -(Bronze color around bronze window frames, grey color around grey window frames)
9. Seal all window mullion butt joints with 3/4" x2" silicon extrusion
10. Thoroughly clean up project at end of each working day

Project cost: \$266,000.00 - Cost includes materials, equipment, scaffolding, and bond

5-yr Stow material warranty against flaking, peeling - Not a leak free guarantee -Prosoco has a limited life expectancy and requires re coating on average, every 6-8 years
5-yr leak free guarantee on window sealant work only

\$35,000 due upon scaffolding completion, Progress Billings every 30 days thereafter on percentage of completion. 60 days estimated for project with weather

Bid Specific Exclusions:

SSCS is not liable for any leaks or consequential damages upon completion of work. It is understood that SSCS recommends independent forensic evaluation by post construction experts to provide a proper scope of work that would make warrantable work possible. This repair approach does not take into consideration the many unknowns of the current construction that may be contributing to continued leaks and the related consequences. SSCS is released from all present and future liability for these consequences

Should a window or wall leak occur SSCS will water test leak area to confirm entry source. If the moisture originates from any construction components outside of the window seals, all costs for equipment, testing and repair will be at counties expense. Should the leak be due to window sealant failure, SSCS will be responsible to make that repair including labor, material and equipment costs.

Painting colors and placement will be approved prior to work, any changes will be at an additional cost

Solid Solutions Construction Services, Inc.

Scaffold security will be the responsibility of the county when workers are off site. SSCS will supply appropriate warning and safety signs

Thank you for the opportunity to bid this work,

Scott Prouty
SSCS

Proposal

I am authorized to offer, on behalf of my company, to provide the pds and services specified in this proposal. I agree to all terms specified in the proposal.


I am authorized to accept the proposal on behalf of my firm. I agree to all terms specified in this proposal.

Scott Prouty
Solid Solutions Construction Services, Inc.

Owner
County of Stanislaus

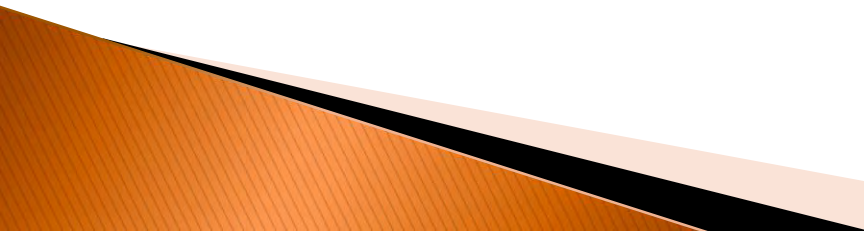
Solid Solutions Construction Services, Inc.

Approval to Declare an Emergency Pursuant to Public
Contract Code Section 20134 and 22050 and to
Contract for Emergency Repairs to Repair Water
Damage Associated with Inclement Weather on the
South Side of 10th Street Place, 1010 10th Street,
Modesto, California



Patricia Hill Thomas
Chief Operations Officer


Background

- ▶ On September 25, 2018, the 10th Street Place Joint Powers Agency voted to delegate authority to Stanislaus County to abate and restore damage caused by years of inclement weather on the Facility's south side.
 - ▶ For several years 10th Street Place Maintenance staff have responded to minor water leaks during rain storms on the south side of 10th Street Place
 - ▶ Over time, the damage was occurring, however it was recently investigated and determined that an emergency repair is needed.
- 

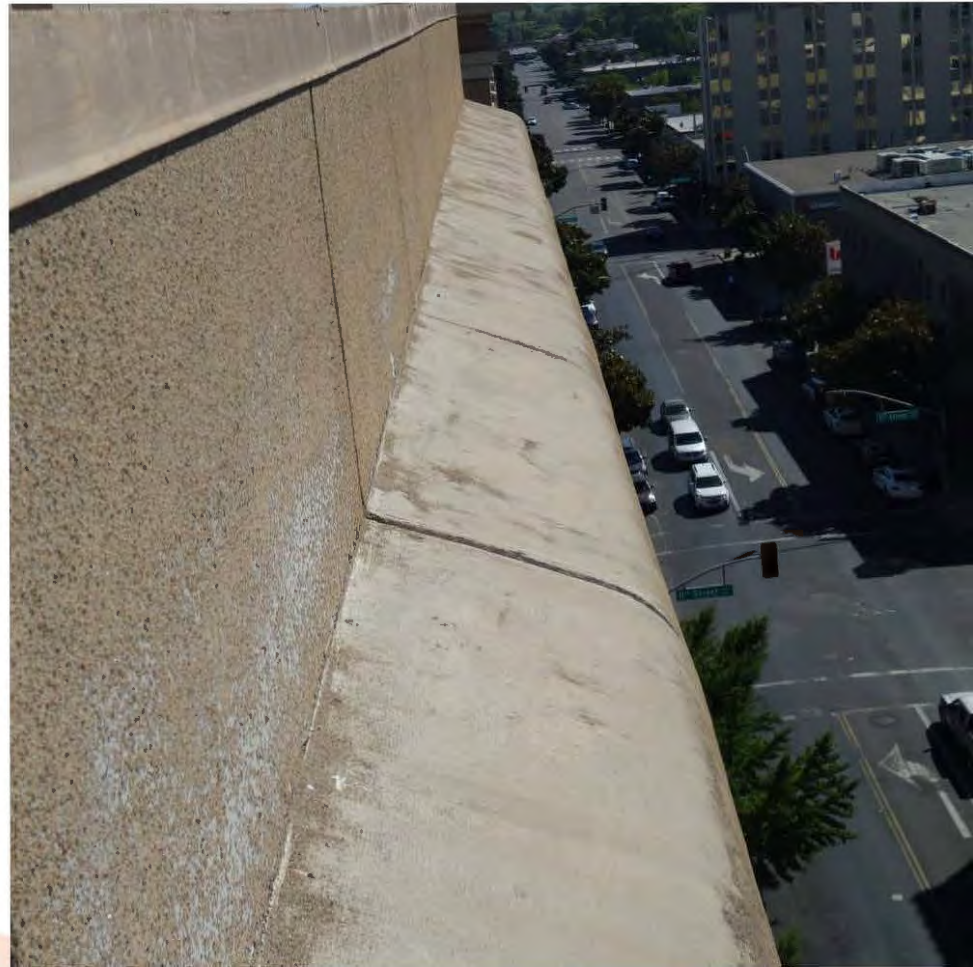
Jason Roberts
10th Street Place Facility Manager

- ▶ Solid Solutions, Inc., was retained to to further investigate the cause of these leaks.
- ▶ During inclement weather since the building was constructed rain water has intruded into the walls causing deterioration of the buildings foam installation.

Discussion

- ▶ The interior flooding, on June 7, 2018, allowed for even further investigation of the damage when walls were opened up and the carpet was removed.
 - ▶ The damage has now extended into the facility's stucco exterior causing multiple holes to be developed in the building.
 - ▶ Staff are recommending immediate abatement to avoid further damage.
- 







Discussion Continued

- ▶ The solutions to repair the Facility include:
 - Patch and reinforce all stucco damages/wall deficiencies with a stucco patch system for the entire south side of the facility, facing J Street;
 - Reinforce walls with polyesters or fiberglass scrim patching materials;
 - Seal the wall with a silicon coating to waterproof the entire building; and,
 - Reseal all windows with silicone materials.

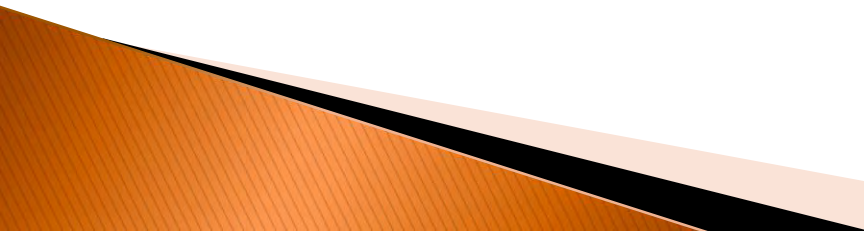
Fiscal Impact

- ▶ The JPA Commission has approved an initial project budget of \$330,000 which includes an estimated construction cost of \$295,000 and \$35,000 for project administration and other project costs.
- ▶ The project will use previously approved allocations in the Fiscal Year 2018–2019 10th Street Place Capital Reserve Fund, which has an available Fund Balance of \$512,000

Staff Recommendations

1. Accept the 10th Street Place Joint Powers Agency authorization to take all actions and issue all contracts, on behalf of or for the benefit of the 10th Street Place Joint Powers Agency, that are necessary or expedient to remediate, restore, and recover the damaged facilities at the City-County Government Center at 10th Street Place.
2. Declare an emergency in accordance with Public Contract Code Section 22050 for emergency repairs needed at 10th Street Place due to inclement weather that has occurred since the building was opened.

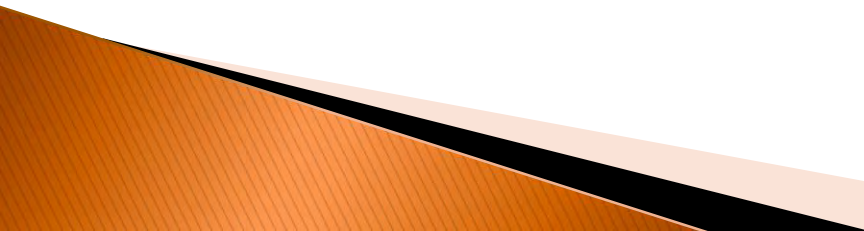
Staff Recommendations

3. Approve actions in accordance with Public Contract Code Sections 20134 and 22050 in order to make the immediate repairs required at 10th Street Place.
 4. By a 4/5th vote, make the following findings:
 - a) that the damages occurred at 10th Street Place as a result of a water leak caused by inclement weather;
 - b) that immediate repairs are necessary to permit the continued activities of essential operations or services;
 - c) that the emergency will not allow for a delay that would result if the project were competitively bid, and that the action to immediately repair the building on an emergency basis is necessary; and,
- 

Recommendations Continued

5. Direct the Chief Operations Officer to serve as Project Manager for all aspects of this project.
6. Authorize the Project Manager to negotiate and execute an agreement with Solid Solution Construction Services, Inc. of Modesto, California and other contractors as necessary to complete the emergency abatement, demolition and clean-up of the site.

Recommendations Continued

7. Authorize the Project Manager to order any action appropriate to repair the water damage and restore the affected areas, and to take any directly-related immediate action required by that emergency, and to procure the necessary equipment, services and supplies for those purposes, without giving notice for bids to let a contract.
 8. Require the Chief Executive Office to report to the Board on the status of the emergency project at its next regularly scheduled meeting and every 14 days thereafter, as required by the Public Contract Code until the repairs are completed.
- 

Thank You & Questions

