

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

DEPT: Chief Executive Office

BOARD AGENDA # *B-8

Urgent Routine

AGENDA DATE April 20, 2010

CEO Concurs with Recommendation YES NO
(Information Attached)

4/5 Vote Required YES NO

SUBJECT:

Approval to Purchase Equipment for the New Animal Services Facility as a Result of the Request for Proposal Process for Veterinary Services Equipment for the Exclusive Use of the County Veterinarian Treating Animals in the New Shelter Consistent with the Previously Adopted and Approved Project Budget and Related Actions

STAFF RECOMMENDATIONS:

1. Authorize the Project Manager to issue Purchase Orders as a result of the Request for Proposals Process for Veterinary Services Equipment for the Exclusive Use of the County Veterinarian treating animals in the new Shelter for veterinarian equipment with Shor-Line for the amount not to exceed \$13,159, and Suburban Surgical for veterinarian equipment for the amount not to exceed \$14,483, which is within the approved project budget.
2. Authorize the Project Manager to issue a Request for Proposal for an x-ray equipment, to open and evaluate proposals, and to award to the respondent that best meets the needs of the County, within the approved project budget.

FISCAL IMPACT:

On October 26, 2009, the Board of Supervisors authorized the Project Manager to issue a Request for Proposals (RFP) for veterinary services equipment for exclusive use of the County Veterinarian treating animals in the new shelter consistent with the previously adopted and approved project budget.

(Continued on Page 2)

BOARD ACTION AS FOLLOWS:

No. 2010-209

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

Ayes: Supervisors: O'Brien, Chiesa, Monteith, DeMartini, and Chairman Grover

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: CHRISTINE FERRARO TALLMAN, Clerk

File No.

FISCAL IMPACT: (Continued)

On October 27, 2009 the Project Manager issued a Request for Proposal (RFP) for the purchase of veterinary equipment for the Animal Services Facility. On December 3, 2009, three proposals were received from the following companies: Suburban Surgical Company of Wheeling, Illinois; Shor-Line of Kansas City, Kansas and Tri-Star Metals of Boyd, Texas.

At this time, staff is requesting the Board authorize the Project Manager to issue Purchase Orders with Shor-Line and Suburban Surgical for veterinarian equipment within the previously approved project budget, as a result of the completion of the Request for Proposals process.

The total project budget approved by the Board of Supervisors on January 26, 2010 was \$8,744,528 which includes \$515,837 for the costs incurred during the bridging design phase and a construction budget of \$8,228,691. Within the approved budget is funding of \$105,000 for veterinary services equipment for exclusive use of the County Veterinarian treating animals in the new shelter. The estimated cost of the x-ray equipment is \$55,000 and funding is available within the approved project budget

DISCUSSION:

The following actions were approved by the Board of Supervisors on January 26, 2010 and since that time significant progress has been completed as outlined below:

January 26, 2010 Board Action	Progress
Accepted the final design for the Design-Build construction of the new Animal Services Facility.	Board of Supervisors accepted the final design.
Authorized the Project Manager to implement the recommended and necessary changes to the Construction Contract, in accordance with the County Change Order Policy to reflect the final design decisions funded by project funds previously approved and set aside for the final design decisions with the approved project budget of \$8,228,691.	Board of Supervisors authorized Change Orders No 1 - No 4, leaving a remaining Construction Contingency of \$447,557 or 8% of the construction budget.
Authorized the Project Manager to execute an Agreement with Shor-Line and to issue a Purchase Order for animal cage equipment.	The Agreement has been executed.

Veterinary Equipment

On October 27, 2009 the Project Manager issued a Request for Proposal (RFP) for the purchase of veterinary equipment for the Animal Services Facility. On December 3, 2009, three proposals were received from the following companies: Suburban Surgical Company of Wheeling, Illinois; Shor-Line of Kansas City, Kansas and Tri-Star Metals of Boyd, Texas.

The RFP process was designed to provide for the County to be able to select the veterinarian services equipment that best fit the project needs based on cost, durability, control of disease, aesthetics, and other factors deemed appropriate. Staff also reserved the right to select veterinarian services equipment for different needs from more than one manufacturer if it benefited the County.

An evaluation team reviewed the qualifications responses received and deemed all qualified for the interview process. During the week of December 14, 2009, staff interviewed all three Proposers. The basis of award is related to the following factors:

- Strength and durability
- Control of the spread of disease
- Cost
- Aesthetics

At this time, staff is requesting the Board authorize the Project Manager issue Purchase Orders with Shor-Line and Suburban Surgical within the previously approved project budget as outlined in the chart below:

Vendor	Equipment	Amount
Shor-Line	Autoclave, Mobile Anesthesia Machine, Anti-Fatigue Matt, (2) Mayo Stands	\$13,159
Suburban Surgical	Exam Lights, Scales, Operating Tables	\$14,483

The recommendation before the Board of Supervisor's is for veterinary services equipment for exclusive use for the County Veterinarian treating animals in the new shelter consistent with the previously adopted and approved project budget. This equipment will not be used for the low-income, low-cost spay neuter clinic that will be provided by a contract with SAVED at the new location.

In addition, it is recommended that competitive proposals be received for x-ray equipment requested by the County Veterinarian. The x-ray equipment is estimated to cost approximately \$55,000. An x-ray unit is a standard and necessary diagnostic tool

Approval to Purchase Equipment for the New Animal Services Facility as a Result of the Request for Proposal Process for Veterinary Services Equipment for the Exclusive Use of the County Veterinarian Treating Animals in the New Shelter Consistent with the Previously Adopted and Approved Project Budget and Related Actions

Page 4

for basic veterinary practice. Without it, diagnosis, treatment and prognosis in many instances is inaccurate and compromises animal patient care. It is especially vital in an emergency and high volume setting such as an animal shelter. Its importance cannot be overstated. The x-ray equipment will be used frequently. Existing funding is available within the approved project budget.

The construction of the new Animal Services Facility or shelter is well underway as is the initiation of the new Joint Powers Agency between the County and the Cities of Modesto, Ceres, Hughson, Waterford and Patterson.

POLICY ISSUE:

Meeting the needs of Animal Services in our community is consistent with the Board of Supervisors priorities of *A safe community, A healthy community, Effective partnerships and Efficient delivery of public services.*

STAFFING IMPACT:

Staff from the Chief Executive Office, the Cities of Modesto, Ceres, Hughson, Patterson, Waterford, the Animal Services Department and members of the Animal Advisory Board will continue to work together on this effort. Once the new Animal Services Facility is built, it is anticipated (5) five additional positions are needed for effective facility operations.

CONTACT PERSON:

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

Stanislaus County Capital Projects
1010 10th Street, Suite 2300, Modesto, CA 95354
Phone: (209) 525-4380 Fax: (209) 525-4384

BOARD OF SUPERVISORS

TRANSMITTAL

2010 NOV -1 A 11: 39

TO: Gary Jones
GRaM X-Ray, Inc.
7350 Melrose St
Buena Park, CA 90621-5637

SUBJECT: ANIMAL SERVICES SHELTER

DATE: 10/28/10

We are sending you *attached* *under separate cover* the following material:

<input type="checkbox"/> Shop Drawings	<input type="checkbox"/> Change Order	<input type="checkbox"/> Specifications
<input type="checkbox"/> Copy of Letter	<input type="checkbox"/> Plans	<input type="checkbox"/> Computer Printout
<input type="checkbox"/> Prints	<input type="checkbox"/> Samples	<input type="checkbox"/> Updates

COPIES	DATE	DESCRIPTION
1		Fully-Executed Purchase Agreement for X-Ray Equipment.

REMARKS:

For your files. A Purchase Order will follow shortly.

Board Note: Approved by the Board of Supervisors on April 20, 2010 in item B-8.

COPIES: Patricia Hill Thomas
Don Phemister
Gino Colacchia
Liz King, Clerk of the Board
Mark Loeser
File AR 2.1.1 (1115)
File AR 17.5.6

SIGNED: 
Teresa Vander Veen

PURCHASE AGREEMENT

THIS AGREEMENT, dated this 27th day of July, 2010, by and between **Gram X-Ray, Inc.** ("Supplier"), 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 No. B-8 adopted on the 20th day of April 2010 awarded to Supplier the following Contract:

X RAY EQUIPMENT

at

STANISLAUS COUNTY ANIMAL SERVICES FACILITY

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

Article 1. Work

- 1.1 Supplier shall complete all Work specified in the Contract Documents, in accordance with the Request for Bids and all other terms and conditions of the Contract Documents.

Article 2. Project Manager

- 2.1 County has designated **Patricia Hill Thomas** as its Project Manager to act as County's Representative in all matters relating to the Contract Documents. The 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 the County, to accept work, and to make decisions or actions binding on the County, and shall have sole signature authority on behalf of the County.
- 2.2 The County may assign all or part of the Project Manager's rights, responsibilities and duties to a Construction Manager.

Article 3. Contract Time and Liquidated Damages

3.1 Contract Time

Supplier shall commence Work on the date established in the Notice to Proceed. County reserves the right to modify or alter the Commencement Date of the Work.

Supplier shall achieve Substantial Completion of the entire Work after October 15, 2010 and before November 15, 2010. The County reserves the right to modify these dates.

Article 4. Contract Sum

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

[ATTACHMENT]

Article 5. Supplier's Representations

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

- 5.1 Supplier 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 Supplier and safety precautions and programs incident thereto.
- 5.2 Supplier has examined thoroughly and understood drawings, product specifications or reports, and physical conditions available for bidding purposes. Supplier accepts the determination set forth in these Documents of the limited extent of the information contained in such materials upon which Supplier may be entitled to rely. Supplier agrees that except for the information so identified, Supplier does not and shall not rely on any other information contained in such reports and drawings.
- 5.3 Supplier has correlated its knowledge and the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Contract Documents.

Article 6. Contract Documents

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

Document 00510	Notice of Award
Document 00520	Agreement
Document 00550	Notice to Proceed
Document 00821	Supplementary Conditions – Insurance
Section 01100	Summary of Work
Approved Bid	

- 6.2 There are no Contract Documents other than those listed in this Document 00520, Article 6.

Article 7. Miscellaneous

- 7.1 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.
- 7.2 In entering into a contract or a subcontract to supply goods, services or materials pursuant to a public entity, Supplier offers and agrees to assign to the awarding body all rights, title and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. §15) or under the Cartwright Act (Chapter 2 (commencing with §16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time County tenders final payment to Supplier, without further acknowledgment by the parties.
- 7.3 Copies of the general prevailing rates of per diem wages for each craft, classification, or type of worker needed to execute the Contract, as determined by Director of the State of California Department of Industrial Relations, are deemed included in the Contract Documents and on file at County’s Office, and shall be made available to any interested party on request. Pursuant to California Labor Code §1861, Supplier 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 Supplier shall comply with such provisions before commencing the performance of the Work of the Contract Documents.
- 7.4 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).

7.5 This Agreement and the Contract Documents shall be deemed to have been entered into in the County of Stanislaus, State of California, and governed in all respects by California law (excluding choice of law rules). The exclusive venue for all disputes or litigation hereunder shall be in Stanislaus County Superior Court. Supplier accepts the claims procedure by agreement 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.

SUPPLIER: Gram X-Ray, Inc.
7350 Melrose St.
Buena Park, CA 90621-5637
714-523-4726 Phone
714-523-8642 Fax

By: [Signature]
(Signature)

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

COUNTY: County of Stanislaus
1010 10th Street, Suite 6800
Modesto, CA 95354
(209) 525-6333 Phone
(209) 525-4384 Fax

By: [Signature]
(Signature)

Patricia Hill Thomas
(Print Name)
Chief Operations Officer/
Assistant Executive Officer
(Title)

Attest: [Signature]
Secretary

Teresa Vander Veen
(Print Name)

By: _____
(Signature)

Its: _____
Title (If Corporation: Secretary, Assistant Secretary, Chief Financial Officer or Assistant Treasurer)

APPROVED AS TO FORM AND LEGALITY
THIS 30 DAY OF July, 2010

By: [Signature]
John P. Doering, County Counsel

COUNTY RESOLUTION NO. 2010-209

END OF DOCUMENT

DOCUMENT 00400

BID FORM

TO THE COUNTY OF STANISLAUS

THIS BID IS SUBMITTED BY:

GRaM X-Ray, Inc.

(Firm/Company Name)

Re: X Ray Equipment, Stanislaus County Animal Services Facility, Ceres, Ca

1. The undersigned Bidder bids and agrees, if this Bid is accepted, to enter into an agreement with the County of Stanislaus ("County") in the form included in the Contract Documents, Document 00520 (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 and Document 00200 (Instructions to Bidders), including, without limitation, those dealing with the disposition of Bid Security. This Bid will remain subject to acceptance for 120 Days after the day of Bid opening.
3. In submitting this Bid, Bidder represents:
 - (a) Bidder has examined all of the Contract Documents and the following Addenda (receipt of all of which is hereby acknowledged).

Addendum Number	Addendum Date	Signature of Bidder

- (b) Bidder acknowledges receipt of Pre-Bid Site Meeting minutes, if any.
 - (c) Bidder has visited the Site and performed all tasks, research, investigation, reviews, examinations, and analysis and given notices, regarding the Project and the Site, as set forth in Document 00520 (Agreement), Article 5.
 - (d) Bidder has given the 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 the County is acceptable to Contractor.
4. Based on the foregoing, Bidder Bids 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 01100 (Summary of Work). Quote in figures only, unless words are specifically requested.

	DESCRIPTION	TOTAL
Base Bid	Installation of Sedecal X-Ray Unit and Fuji Prima CR Systems	\$ 50,733.28

Total Bid Price:

Fifty Thousand Seven Hundred Thirty-Three Dollars and 28/100
(Words)

5. The undersigned Bidder understands that County reserves the right to reject this Bid.
6. 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 00400 or at any other time thereafter before it is withdrawn, the undersigned Bidder will execute and deliver the documents required by Document 00200 (Instructions to Bidders) within the times specified therein.
7. Notice of Award or request for additional information may be addressed to the undersigned Bidder at the address set forth below.
8. The undersigned Bidder agrees to commence Work under the Contract Documents on the date established in Document 00550 (Notice to Proceed) and to complete all Work within the time specified in Document 00520 (Agreement). The undersigned Bidder acknowledges that the County has reserved the right to delay or modify the commencement date. The undersigned Bidder further acknowledges County has reserved the right to perform independent work at the Site, the extent of such work may not be determined until after the opening of the Bids, and that the undersigned Bidder will be required to cooperate with such other work in accordance with the requirements of the Contract Documents.
9. 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: GRaM X-Ray, Inc./Gary Jones

licensed in accordance with an act for the registration of Contractors, and with license number: Bus.Lic. BL-000253
California Small Business License 16580
01-01-2010 Expiration: 12-31-2010

California
(Place of Incorporation, if Applicable)

Gary Jones
(Principal)

Marilyn Jones
(Principal)

Gary Jones
(Principal)

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


(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: 7350 Melrose Street
Buena Park, CA 90621

Contractor's Representative(s):
(Name/Title)
(Name/Title)
(Name/Title)

Officers Authorized to Sign Contracts
Gary Jones - President
(Name/Title)
(Name/Title)
(Name/Title)

Telephone Number(s):
(714) 523-4726 Office
(Area Code) (Number)
(714) 232-3677 Cell
(Area Code) (Number)

Fax Number(s):
(714) 523-8642
(Area Code) (Number)
(Area Code) (Number)

Date of Bid: July 15, 2010

END OF DOCUMENT