

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

DEPT: Chief Executive Office

BOARD AGENDA # \*B-14

Urgent

Routine

AGENDA DATE March 31, 2015

CEO Concurs with Recommendation YES  NO   
(Information Attached)

4/5 Vote Required YES  NO

SUBJECT:

Approval of Matters Related to the Surplus Disposition of the Former Honor Farm at 8224 West Grayson Road, East of the Community of Grayson; Award of a Construction Contract to Double B Demolition, Inc. for Demolition of Barracks 4, Guard Shack and Paint Booth; and Related Actions

STAFF RECOMMENDATIONS:

1. Authorize the Project Manager to negotiate and execute a contract with Double B Demolition, Inc. for demolition and removal of the former Honor Farm Barracks 4, Guard Shack and Paint Booth structures for the lump sum amount not-to-exceed \$49,440.
2. Authorize the Project Manager to issue a Notice to Proceed upon receipt of proper insurance and bonds for the Demolition and Removal project.
3. Authorize the Project Manager to negotiate and sign change orders up to \$25,000 consistent with the County's Change Order Policy, as long as they are within the previously approved project budget.  
(Continued on Page 2)

FISCAL IMPACT:

The Honor Farm Waste Water and Decommissioning Project budget remains unchanged at \$867,590. Today's action recommends a contract for demolition services which will ensure a portion of the County's obligation to clear the unoccupiable structures from the site prior to completion of the sale and disposal of this property that has been deemed Surplus by the Board of Supervisors on July 29, 2014.

(Continued on Page 2)

BOARD ACTION AS FOLLOWS:

No. 2015-132

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

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

Noes: Supervisors: None

Excused or Absent: Supervisors: None

Abstaining: Supervisor: None

1) X Approved as recommended

2) \_\_\_\_\_ Denied

3) \_\_\_\_\_ Approved as amended

4) \_\_\_\_\_ Other:

MOTION:



ATTEST: CHRISTINE FERRARO TALLMAN, Clerk

File No.

**STAFF RECOMMENDATIONS: (Continued)**

4. Authorize the Project Manager to negotiate and sign contracts, work authorizations and purchase order for professional services needed in the construction phase of the project, as long as they are within the previously approved project budget
5. Authorize the Project Manager to take all of the necessary actions to close out and complete the County's activities at the former Honor Farm property and deliver the former Honor Farm property to Camp Taylor as long as project costs are within the Project Budget.

**FISCAL IMPACT: (Continued)**

*Demolition Services Bid Background*

The Project Manager advertised a Notice Inviting Bids for the Demolition of the Former Honor Farm Barracks 4, Guard Shack and Paint Booth on January 12, 2015, with bids due on February 11, 2015. A mandatory Pre-Bid Conference was conducted at the site on January 22, 2015 and was attended by representatives of 13 firms plus County staff.

Seven sealed bids were received by the bid due date of February 25, 2015 at 2:00 p.m. The bids were opened, verified and announced by the Clerk of the Board of Supervisors and ranged in price from the lowest bid of \$48,816 by MidWest Environmental Control, Inc. to \$93,000 by Wetland Construction. Six of the seven bidders were found to have provided "responsive" bids, including all required acknowledgements; however, the lowest bidder, MidWest Environmental Control, Inc. failed to acknowledge Addendum #5 and was therefore considered to be non-responsive.

The second-lowest bidder, Double B Demolition of Folsom, California, bid the project at \$49,440 and was deemed to comply with all bid requirements and acknowledgements.

At this time, Staff recommends that the Board of Supervisors award the contract for demolition of the former Honor Farm Barracks 4, Guard Shack and Paint Booth to Double B Demolition for the lump sum amount not to exceed \$49,440 contingent upon proper receipt of insurance and bonds.

**DISCUSSION:**

The Stanislaus County Sheriff's Department vacated the former Honor Farm property at 8224 West Grayson Road in Modesto in August, 2012 following a fire that destroyed Barracks 1 and 2, and construction of a new Housing Unit Two at the Public Safety Center. On April 1, 2014, the Board of Supervisors authorized staff to engage Black Water Consulting Engineers, Inc. to research and evaluate the condition of the former

Approval of Matters Related to the Surplus Disposition of the Former Honor Farm at 8224 West Grayson Road, East of the Community of Grayson; Award of a Construction Contract to Double B Demolition, Inc. for Demolition of Barracks 4, a Guard Shack and a Paint Booth; and Related Actions

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Honor Farm and to recommend steps for disposition of the property and decommissioning of the on-site Wastewater Treatment Facility.

#### *Honor Farm Waste Water Treatment Decommissioning and Closeout Activities*

On April 1, 2014, the Board of Supervisors approved a professional services agreement with Blackwater Consulting Engineers, Inc. of Modesto, California to prepare necessary closure and decommissioning documentation for the Honor Farm by performing a site survey and parcel boundary adjustment, utility investigations, site condition assessment, Wastewater Treatment Facility (WWTF) plan, site engineering report and engineering master plan. The Engineering Report generated by Blackwater contained and disclosed adequate information for the County and potential purchasers of the property relating to all aspects of decommissioning and disposition.

The Board of Supervisors accepted the draft report of Black Water Consulting Engineers and approved the initiation of the surplus and disposition of the former Honor Farm on June 17, 2014. A Notice Inviting Offers for the property was issued and one offer to purchase was received from Camp Taylor for the appraised value of the property, \$723,000, on August 27, 2014. On September 30, 2014, the Board of Supervisors approved a Conditional Agreement for Purchase and Sale of the property to Camp Taylor; initiated a maintenance project to remove biosolids and begin decommissioning of the Wastewater Treatment Facility and other related actions to prepare the former Honor Farm site for sale as recommended in the Black Water Engineering Report.

The Biosolids Removal project is currently 75% completed and all waste materials have been hauled offsite. Final closure of the Wastewater Treatment Facility is pending regulatory approval of the Central Valley Regional Water Quality Control Board. The Agreement for Purchase and Sale with Camp Taylor is conditioned upon several actions, including the removal of three structures at the site.

#### Status of the Project

Conditional Use Permit. An application for a Conditional Use Permit (Number 2015-0022) was filed with the Stanislaus County Planning and Community Development Department on March 9, 2015 and is current distributed for Early Consultation.

Wastewater Treatment Facility. In early January, 2015 the last of 4,091 dry tons of biosolids had been removed from the treatment plant ponds and laboratory analysis confirmed that the residual soils are contaminant-free. An application for closure of the WWTF with the Central Valley Regional Water Quality Control Board (CVRWQCB) has been filed. Final closure, once accepted by the CVRWQCB, final steps to level the

interior of the WWTF ponds and demolish three groundwater monitoring wells will complete the closure of the plant.

Lot Line Adjustment. All Civil Engineering work to document the proposed property lines and easements has been completed and has been filed with the Stanislaus County Planning and Community Development Department.

Demolition of Unoccupiable Structures. The Board of Supervisors authorized the Project Manager to proceed with all other necessary actions to close out and complete the County's activities at the former Honor Farm property and deliver the former Honor Farm property to Camp Taylor as long as project costs are within the Project Budget.

#### Demolition Schedule

Double B Demolition will be required to submit their contractor bonds and insurance if they are awarded the demolition contract. The Project Manager anticipates that Notice to Proceed will be issued within two weeks of the Award of the Construction Contract. The project has a duration of 60-calendar days, ending in mid-June 2015.

The scope of the project includes the safe demolition and removal of the buildings, a portion of the security fencing surrounding the buildings, and the concrete pads under the Barracks 4 structure. All waste materials will be removed from the site and properly disposed of or recycled.

#### **POLICY ISSUE:**

Approval of the award of the contract for demolition of the former Honor Farm Barracks 4, Guard Shack and Paint Booth to Double B Demolition will complete a portion of the County's responsibility to close out and liquidate the former Honor Farm property and complete the sale of the property to Camp Taylor. This approval will support the Board of Supervisors' priorities of Efficient Delivery of Public Services through disposition of this property asset that is no longer required for County use.

#### **STAFFING IMPACTS:**

The existing Chief Executive Office, Capital Projects staff will oversee the demolition of removal of the Barracks 4, Guard Shack and Paint Booth at the former Honor Farm; as well as other tasks associated with sale of the property per the Board of Supervisors' direction.

#### **CONTACT PERSON:**

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

DOCUMENT 00 5200

AGREEMENT

THIS AGREEMENT, dated this 31st day of March, 2015, by and between **Double B Demolition, Inc.** whose place of business is located at **640 Glen Oak Court, Folsom, California 95630** ("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. 2015-132 adopted on the 31st day of March, 2015 awarded to Contractor the following Contract:

**HONOR FARM BARRACKS FOUR, GUARD BOOTH AND  
SHOP PAINT BOOTH DEMOLITION  
at  
8224 WEST GRAYSON 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 of Forty-Nine Thousand Four Hundred Forty Dollars and No Cents (\$49,440.00) for completion of Work in accordance with Contract Documents as set forth in Contractor's Bid, attached hereto.
- B. The Contract Sum includes all allowances (if any).

[None.]

**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 Final Completion of the entire Work **within Sixty (60)** 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 **Robert Blackwell** as its Project Manager to act as Contractor's Representative in all matters relating to the Contract Documents.

**3.03 Architect/Engineer**

- A. **Black Water Consulting Engineers, Inc.** furnished the Plans and Specifications and shall have the rights assigned to Architect/Engineer in the Contract Documents.
- B. Architect/Engineer has designated **Aja Verburg** 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 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 6536	Guaranty
Document 00 6530	Release of Claims
Document 00 6325	Substitution Request Form
Document 00 6290	Escrow Agreement for Security Deposits
Document 00 7200	General Conditions
Document 00 7201	Supplementary Conditions
Document 00 7316	Supplementary Conditions – Insurance
Document 00 7380	Apprenticeship Programs
Addenda	Addenda 1 - 5
Specifications	Divisions 1 through 12
Maps, Drawings and Sketches 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 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** 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.
- 6.06** 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: DOUBLE B DEMOLITION, INC.**

By: Robert Blum  
(Signature)

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

By: Rebecca Blackwell  
(Signature)

Its: CFO/SECRETARY  
Title (If Corporation: Secretary, Assistant  
Secretary, Chief Financial Officer or  
Assistant Treasurer)

**OWNER: STANISLAUS COUNTY**

By: Patricia Hill Thomas  
(Signature)

Patricia Hill Thomas  
Chief Operations Officer / Project Manager

APPROVED AS TO FORM AND LEGALITY  
THIS 25 DAY OF March, 2015

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

**END OF DOCUMENT**