



Moraga-Orinda Fire District

Board of Directors

CALL AND NOTICE OF A
SPECIAL MEETING
March 21, 2018
8:00 P.M.

PLEASE NOTE NEW MEETING ADDRESS:

Hacienda Mosaic Room
2100 Donald Drive
Moraga, CA 94556

1. OPENING CEREMONIES

- 1.1. Call the Meeting to Order
- 1.2. Roll Call
- 1.3. Pledge of Allegiance

2. PUBLIC COMMENT

The public is invited to speak on any matter not appearing on the agenda and within the subject matter jurisdiction of the District. Comments should be limited to three minutes. Please state your name and address for the record.

3. SPECIAL CALENDAR

3.1. Adopt Resolution No. 18-06 Awarding the Fire Station 43 Construction Contract to Sausal Corporation in the Amount of \$3,812,000 and Approval of Capital Projects Fund Budget Adjustment Increase in the Amount of \$930,590

Staff will present information to the Board regarding the awarding of a contract for Fire Station 43 construction and a Capital Projects Fund budget adjustment increase.

Staff Recommendation: 1) Discuss; 2) Deliberate; 3) Adopt Resolution 18-06 Awarding the Fire Station 43 Construction Contract to Sausal Corporation in the Amount of \$3,812,000 and Approval of Capital Projects Fund Budget Adjustment Increase in the Amount of \$930,590.

4. ADJOURNMENT

The Moraga-Orinda Fire Protection District ("District"), in complying with the Americans with Disabilities Act ("ADA"), requests individuals who require special accommodations to access, attend and/or participate in District Board meetings due to a disability, to please contact the District Chief's office, (925) 258-4599, at least one business day prior to the scheduled District Board meeting to ensure that we may assist you.

Any disclosable public records related to an open session item on a regular meeting agenda and distributed by the Moraga-Orinda Fire District to a majority of members of the Board of Directors less than 72 hours prior to that meeting are available for public inspections at 1280 Moraga Way during normal business hours.

I hereby certify that this agenda in its entirety was posted on March 20, 2018, at the Moraga and Orinda Fire Administration offices, Stations 41, 42, 43, 44, and 45. Agenda faxed to the Moraga Town Office (Hacienda), Orinda City Hall, and Orinda and Moraga libraries.

Interim, District Secretary/Clerk



Moraga-Orinda Fire District

TO: Board of Directors
FROM: Dave Winnacker, Fire Chief
DATE: March 21, 2018
SUBJECT: Item 3.1 – Adoption of Resolution No. 18-06 Awarding Fire Station 43 Construction Contract to Sausal Corporation in the Amount of \$3,812,000 and Approval of Capital Projects Fund Budget Adjustment Increase in the Amount of \$930,590

Background

In January 2018 the District held a pre-approval process that resulted in nine contractors being pre-approved to bid on the Fire Station 43 project.

On March 5, 2018, the District held a bid opening for the Fire Station 43 construction project. Bids were received as follows:

- Sausal Corporation - \$3,812,000
- Alton Construction - \$3,908,000
- 100 Villa - \$4,159,111
- Gonsalves & Stronck - \$4,307,000

On March 6, 2018 the District issued a Notice of Intent to Award to Sausal Corporation in the amount of \$3,812,000. Following the Notice of Intent to Award, Sausal Corporation submitted the required documents in a timely manner. Legal counsel has reviewed the required documents and approved as to form with one exception. The insurance policy submitted by Sausal contains a 10 day cancellation notice if the cancellation is caused by non-payment of the premium. This does not meet the 30 day cancellation specification included in the District's General Conditions. Legal counsel recommends that the Board waive the 30 day requirement as this appears to be the new insurance industry standard.

Staff recommends the Board accept this provision and waives the requirement for a 30-day cancellation notice provision contained in the District's General Conditions with respect only to a cancellation of the Sausal insurance policy based upon non-payment of the premium.

A Capital Projects Budget Adjustment Increase in the amount of \$930,590 is recommended as follows (Attachment C):

Projected remaining projects costs	\$4,659,115
Remaining available budget	<u>\$3,728,525</u>
Recommended budget increase	\$ 930,590

Staff Recommendation

- 1) Discuss; 2) Deliberate; 3) Adopt Resolution 18-06 Awarding the Fire Station 43 Construction Contract to Sausal Corporation in the Amount of \$3,812,000 and Approval of Capital Projects Fund Budget Adjustment Increase in the Amount of \$930,590.

Attachments

Attachment A – Resolution No. 18-06

Attachment B – Construction Contract with Sausal Corporation

Attachment C – Station 43 Project Budget Information

ATTACHMENT A

RESOLUTION NO. 18-06

A RESOLUTION OF THE MORAGA-ORINDA FIRE PROTECTION DISTRICT AWARDED THE STATION 43 CONSTRUCTION CONTRACT

WHEREAS, on March 5, 2018 the Moraga-Orinda Fire Protection District (“District”) held a bid opening for the Fire Station 43 construction project; and,

WHEREAS, the bid received from Sausal Corporation in the amount of \$3,812,000 was determined to be the lowest responsible bid; and

WHEREAS, the Board understands that the relevant Sausal Corporation insurance policy contains a 10-day cancellation notice if the cancellation is based upon non-payment of the premium. The Board accepts this provision and waives the requirement of a 30-day cancellation notice provision contained in the District’s General Conditions with respect only to a cancellation of the Sausal insurance policy based upon non-payment of the premium; and

WHEREAS, the total remaining project costs are estimated to be \$4,659,115.

NOW THEREFORE BE IT RESOLVED that the Board of Directors does hereby award the Fire Station 43 construction contract to Sausal Corporation in the amount of \$3,812,000.

BE IT FURTHER RESOLVED that the Board of Directors designates the Fire Chief as the Project Manager and authorizes the Fire Chief to execute the contract on behalf of the District.

PASSED, APPROVED and ADOPTED by the Board of Directors of the Moraga-Orinda Fire District at a special meeting of the District Board held on the 21st day of March 2018, at 2100 Donald Drive, Moraga, California 94556, on a motion made by Director ____, seconded by Director _____, and duly carried with the following roll call vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Dated: March 21, 2018

Brad Barber, President
Board of Directors

ATTACHMENT A

ATTEST:

Patricia Edwards
Interim District Secretary/District Clerk

DOCUMENT 00 52 13

AGREEMENT

THIS AGREEMENT, made this day of _____ 8th day of March 2018 _____ by and between

_____ **Sausal Corporation** _____ a
California corporation, whose place of business is located at

_____ 3550 Willow Pass Road Concord, CA 94519 _____ ("Contractor"), and
the **MORAGA-ORINDA FIRE DISTRICT** ("District" or "Owner"), acting under and by virtue of the
authority vested in the District by the laws of the State of California.

WHEREAS, the District, by its Resolution No. _____, adopted on the
_____ (date) (a copy of which is attached to, and made a part
of, this Agreement), awarded to Contractor the following contract:

Moraga – Orinda Fire District
Construction of Fire Station 43
20 Via Las Cruces
Orinda, California 94563

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

Article I. Work

Contractor shall complete all Work specified in the Contract Documents, in strict accordance with the
plans, provisions, specifications, and all other terms and conditions of the Contract
Documents.

Article II. Architect, Project Manager, Construction Manager

- 2.1 The Project has been designed by Shah Kawasaki Architects, ("Architect"), who shall have
the rights assigned to Architect/Engineer in the Contract Documents.
- 2.2 The District has designated a Project Manager, and may delegate such duties, responsibilities,
and authorities of the District set forth in the Contract Documents to the Project Manager.
The Project Manager shall have final authority over all matters pertaining to the
Contract, and shall have authority to direct changes in the work and recommend modifications
to the Contract to the District's Board, to accept work, and to make decisions or actions
binding on District, and shall have signature authority on behalf of District. Notwithstanding
these provisions, the District's Board shall have final authority to approve any changes,
modifications to, or termination of the Contract Documents.

Article III. Contract Time and Liquidated Damages

3.1 Contract Time. Contractor shall complete the Work within Three Hundred Sixty Five (365) calendar days from the date designated in the Notice to Proceed.

3.2 Liquidated Damages. District and Contractor recognize that time is of the essence of this Agreement and that District will suffer financial loss in the form of contract administration expenses (including project management and consultant's expenses) and additional operational expenses, if the Work is not completed within the time specified above, plus any extensions thereof allowed in accordance with the Contract Documents. Consistent with Paragraph 17.E of Document 00 72 13 General Conditions, Contractor and District agree that because of the nature of the Project, it would be impractical or extremely difficult to fix the amount of actual District and Contractor agree that as liquidated damages for delay Contractor shall pay District:

3.2.1 One Thousand Dollars (\$1,000.00) for each calendar day that expires after the time specified herein for Contractor to achieve Final Completion.

Liquidated damages shall apply and shall be presumed to be, except as provided below, the damages suffered by District resulting from delay in completion of the Work.

3.3 Liquidated damages for delay shall only cover administrative, overhead, interest on bonds, lost revenues and general loss of public use damages suffered by District as a result of delay. Liquidated damages shall not cover the cost of completion of the Work, damages resulting from defective work, costs of substitute facilities, or damages suffered by others who then seek to recover their damages from District (for example, delay claims of other contractors, subcontractors, tenants, or other third-parties), and defense costs thereof. District may withhold from Contractor's progress payments the amount of accrued liquidated damages.

Article IV. Contract Price

4.1 District shall pay Contractor the Contract Sum for completion of Work in accordance with Contract Documents as follows: \$3,812,000.00, in words: Three million eight hundred twelve thousand dollars "Contract Price" or "Contract Sum".

Article V. Contractor's Representations

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

5.1 Contractor 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 that relate to

any aspect of the means, methods, techniques, sequences or procedures of construction to be employed by Contractor and safety precautions and programs incident thereto.

- 5.2 Contractor has examined thoroughly and understood all reports of exploration and tests of subsurface conditions, as built-drawings, drawings or reports, available for Bidding purposes, of physical conditions, including Underground Facilities, which are identified in Document 00 31 32 Geotechnical Data and Existing Conditions, or which may appear in the Drawings, and accepts the determination set forth in these documents and Document 00 72 13 General Conditions of the limited extent of the information contained in such reports and drawings upon which the Contractor may be entitled to rely. Contractor agrees that except for the information so identified, Contractor does not and shall not rely on any other information contained in such reports and drawings.
- 5.3 Contractor has conducted or obtained and has understood all such examinations, investigations, explorations, tests, reports and studies (in addition to or to supplement those referred to in Article 5.2 above) which pertain to the subsurface conditions, as-built conditions, Underground Facilities and all other physical conditions at or contiguous to the site or otherwise that may affect the cost, progress, performance or furnishing of Work, as Contractor considers necessary for the performance or furnishing of Work at the Contract Sum, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of the General Conditions; and no additional examinations, investigations, explorations, tests, reports, studies or similar information or data are or will be required by Contractor for such purposes.
- 5.4 Contractor 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.
- 5.5 Contractor has given the Project Manager prompt written notice of all conflicts, errors, ambiguities or discrepancies that it has discovered in or among the Contract Documents and as-built and actual conditions and the written resolution thereof through Addenda issued by Project Manager is acceptable to Contractor.

Article VI. Contract Documents

The Contract Documents which comprise the entire agreement between District and Contractor concerning the Work consist of the following:

- 6.1 Contract Documents consist of the following documents, including all changes, addenda and modifications thereto, as listed on Document 00 01 10 Table of Contents:

00 11 16	Notice to Contractors
00 41 13	Bid Form
00 43 36	Subcontractors List
00 45 00	Bidder Certifications
00 52 13	Agreement
00 53 00	Escrow Agreement
00 55 00	Notice of Award
00 61 13.13	Construction Performance Bond
00 61 13.16	Construction Labor Material Payment Bond

00 72 13	General Conditions
00 73 00	Special Conditions
Project Manual	Divisions 0 through 1
Specifications	Divisions 2 through 16
Project Plans	As defined on 00 01 15 List of drawings and schedules
Contra Costa County Standard Plans, Latest Edition	

- 6.2 All above-named documents are intended to cooperate so that any work called for in one, and not mentioned in the other, or vice versa, is to be executed the same as if mentioned in all said documents. The documents comprising the complete contract will hereinafter be referred to as the "Contract Documents." There are no Contract Documents other than those listed above in this Article VI. Document 00 31 32 Geotechnical Data and Existing Conditions, and the information supplied through these documents, are not Contract Documents. The Contract Documents may only be amended, modified or supplemented as provided in Document 00 72 13 General Conditions.

Article VII. Miscellaneous

- 7.1 Terms used in this Agreement are defined in Document 00 72 13 General Conditions, and Document 01 42 16 References and Definitions, and will have the meaning(s) indicated therein.
- 7.2 It is understood and agreed that in no instance is any party, signing this Agreement for or on behalf of District or acting as an employee or representative of District, liable on this Contract, or upon any warranty of authority, or otherwise, and it is further understood and agreed that liability of District is limited and confined to such liability as authorized or imposed by the Contract Documents or applicable law.
- 7.3 The Contract Sum includes all allowances and accepted alternates.
- 7.4 In entering into a public works contract or a sub-contract to supply goods, services or materials pursuant to a public works contract, the 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 Section 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 sub-contract. This assignment shall be made and become effective at the time District tenders final payment to the Contractor, without further acknowledgment by the parties.
- 7.5 Copies of the general prevailing rates of per diem wages for each craft, classification, 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 Manual and on file at District's offices, and shall be made available to any interested party on request. Pursuant to Section 1861 of the Labor Code, 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 worker's 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.

ATTACHMENT B

MORAGA-ORINDA FIRE DISTRICT
FIRE STATION 43

- 7.7 This agreement shall be deemed to have been entered into in the City of Orinda, County of Contra Costa County, State of California, and governed in all respects by California law.
- 7.8 Assignment: No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically, but without limitation, monies that may become due and monies that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents

IN WITNESS WHEREOF the parties to these presents have hereunto set their hands and seals and have executed this contract in duplicate the day and year first above written.

Sausal Corporation

MORAGA-ORINDA FIRE DISTRICT

California Contractor's License Number: 281425

By: 

By: _____

Its: Vice President

Its: _____

Name: Josh Wald

Name: _____

APPROVED AS TO FORM:

District Counsel

END OF DOCUMENT

ATTACHMENT C

Station 43 Project July 1 - February 28, 2018

	<u>Current Budget</u>	<u>Actuals</u>	<u>Remaining</u>	<u>Projected Remaining Costs</u>
Temporary station costs @ \$6,000/month for 14 months	\$75,000	\$40,445	\$34,555	\$84,000
Temporary engine enclosure - move	6,000		6,000	6,000
Temporary station demobilization - sell trailer	0		0	0
Church parking lot repave	39,975	12,000	27,975	39,975
Permits - grading	2,500		2,500	2,500
Permits - building	8,046	8,046	0	0
Biologist	4,000		4,000	4,000
Construction manager - Consolidated CM, Inc.	229,638	37,229	192,409	192,409
Construction manager - Stewart Enterprises	13,412	9,436	3,976	0
Constructability review - Consolidated CM, Inc.		2,638		6,363
Preconstruction/Bidding - Consolidated CM, Inc.				53,700
Winterize Construction Site				2,329
Legal costs	45,000	48,641	(3,641)	10,000
PMC claim	110,768	71,895	38,873	38,873
PMC pay to District	(53,925)	(53,925)	0	0
Architect			0	99,000
Architect - invoices received not paid		36,487	(36,487)	0
Surveyor - certify grade	10,000	1,635	8,366	8,366
Special inspections and testing	28,000		28,000	28,000
Construction inspections	6,000		6,000	6,000
Furniture, fixtures & equipment	75,000		75,000	75,000
Disapators & pumps		25,036		0
Site maintenance		2,500		0
PG&E Refund		(2,133)		0
FSG contract	3,341,000		3,341,000	0
Sausal contract				3,812,000
Contingency - 5%			0	190,600
Total	<u><u>\$3,940,414</u></u>	<u><u>\$239,930</u></u>	<u><u>\$3,728,525</u></u>	<u><u>\$4,659,115</u></u>
Cash available from debt issuance beginning of period		2,875,323		
Interest		4,219		
Cash available from debt issuance end of period		<u><u>\$2,639,613</u></u>		

Assumptions:

Construction complete April 2019

Temporary station 43 demobilized by April 2019