

BOARD OF SUPERVISORS
Yolo County, California

To: GSD ✓
Fin. Svcs. ✓

CONSENT CALENDAR

Excerpt of Minute Order No. 21-45, Item No. 12, of the Board of Supervisors' meeting of April 6, 2021.

MOTION: Sandy. SECOND: Barajas. AYES: Barajas, Villegas, Saylor, Sandy, Provenza.

12.

Approve total project cost not-to-exceed \$500,000 for the abatement, demolition, fencing and related services of the Old Juvenile Detention Center; authorize the Director of General Services to approve the contract with AMPCO North, Inc. for services related to abatement and demolition of the Old Juvenile Detention Center located at 238 W. Beamer Street in Woodland for \$249,000; authorize the Director of General Services to amend the AMPCO North, Inc. contract (up to 20% of its original amount for contingency purposes) should amendments be required by the scope of the project; and adopt a budget resolution to appropriate the remaining surplus funds from the Courthouse Construction fund balance by \$500,000. (No general fund impact) (4/5 vote required) (Yarris)

Approved **Agreement No. 21-62** and **Budget Resolution No. 20-107.33** on Consent.



County of Yolo

www.yolocounty.org

To: The Chair and Members of the Board of Supervisors

Consent-General Government 12.

Board of Supervisors

General Services

Meeting Date: 04/06/2021

Brief Title: Old Juvenile Detention Facility Abatement and Demolition Contract

From: Kevin Yarris, Director, General Services

Staff Contact: Lizbeth Garcia, Administrative Services Analyst, General Services, x4881

Subject

Approve total project cost not-to-exceed \$500,000 for the abatement, demolition, fencing and related services of the Old Juvenile Detention Center; authorize the Director of General Services to approve the contract with AMPCO North, Inc. for services related to abatement and demolition of the Old Juvenile Detention Center located at 238 W. Beamer Street in Woodland for \$249,000; authorize the Director of General Services to amend the AMPCO North, Inc. contract (up to 20% of its original amount for contingency purposes) should amendments be required by the scope of the project; and adopt a budget resolution to appropriate the remaining surplus funds from the Courthouse Construction fund balance by \$500,000. (No general fund impact) (4/5 vote required) (Yarris)

Recommended Action

- A. Approve total project budget not-to-exceed \$500,000 for the abatement, demolition, fencing and related services of the Old Juvenile Detention Center;
- B. Authorize the Director of General Services to approve contract with AMPCO North, INC. for services related to abatement and demolition of the Old Juvenile Detention Center located at 238 W. Beamer Street in Woodland for \$249,000;
- C. Authorize the Director of General Services to amend the contract (up to 20% of its original amount for contingency purposes) should amendments be required by the scope of the project; and
- D. Adopt a budget resolution to appropriate the remaining surplus funds from the Courthouse Construction fund balance by \$500,000.

Strategic Plan Goal(s)



Thriving Residents



Safe Communities

Reason for Recommended Action/Background

The Old Juvenile Detention Center has been vacant for over a decade and has become a public nuisance. The building is at the end of its useful life and sewer lines have collapsed. Furthermore, multiple fires have been set by transients who have illegally broken into the building with the most recent fire being set on March 24, 2021. At this point, General Services is recommending expedience in moving the project forward for life, health and safety reasons.

On March 4, 2021 General Services issued a Requests for Proposals (RFPs) to solicit bids for the abatement and demolition of the Old Juvenile Detention Center, located at 238 W. Beamer Street, Woodland. The abatement and demolition include all adjacent existing structures, trees, shrubs, and associated utilities which are either above or below surface grade within in the project area. Nine (9) responses were received on March 26, 2021 , with AMPCO North, Inc. successfully earning the contract. The contract to be issued to AMPCO North, Inc. would be for \$249,000 as identified in AMPCO North, Inc. response, however, based on prior demolition experience, General Services staff are recommending a need to plan for additional undiscovered abatement which may not be known until AMPCO North, Inc. begins work.

The Director of General Services is requesting authority to issue amendments to their contract should additional unknown work be needed once the contractor begins. Amendments in excess of an additional \$50,000 (20% project contingency) will be brought back to the Board of Supervisors for approval. Funding for this work has been secured through unspent Courthouse Construction funds.

The proposed budget for this project is as follows:

Permitting Expenditures	
Abatement and Demolition	\$250,000
Abatement and Demolition Contingency	\$50,000
Permitting	\$30,000
Temp & Permanent Fencing	\$17,000
Environmental Consultant	\$15,000
Project Contingency	\$70,400
Project Management	\$65,600
Total Project Expenditures	\$500,000
Project Revenues	
Courthouse Construction funds	\$500,000
Total Project Revenue	\$500,000

Collaborations (including Board advisory groups and external partner agencies)

General Services Department, Department of Financial Services. County Administrator's Office, County Counsel

Competitive Bid Process

Request for Proposals (RFP) Service Requested: Yolo County Old Juvenile Detention Facility Abatement and Demolition Project

Bids Received

Bidder	Bid
AMPCO North, Inc.	\$249,000
Resource Environmental	\$273,000

Demolition Services & Grading	\$280,840
P&P Building Wrecking	\$288,300
Sierra Excavating	\$295,731
Double B Demolition	\$372,929
Coleman Environmental	\$426,331
Santos Excavating	\$508,650

Attachments

Att. A. Resolution

Form Review

Inbox	Reviewed By	Date
Kevin Yarris	Mindi Nunes	03/29/2021 10:52 AM
Financial Services	Melissa Patterson	03/30/2021 08:23 AM
County Counsel	Phil Pogledich	03/31/2021 02:02 PM
Alexander Tengolics	Alexander Tengolics	03/31/2021 03:17 PM
Form Started By: Lizbeth Garcia		Started On: 03/04/2021 12:07 PM
Final Approval Date: 03/31/2021		

FILED

APR 12 2021

BY *Amli Rackett*
DEPUTY CLERK OF THE BOARD

RESOLUTION NO. 20- 107.33

A Resolution to appropriate funds from the Courthouse Construction fund balance for the abatement, demolition, fencing and related services of the Old Juvenile Detention Center in the amount of \$800,000

WHEREAS, the General Services Department is responsible for the on-going maintenance and upkeep of all Yolo County owned and operated facilities; and

WHEREAS, the life, health, safety and well- being of the Yolo County constituents is of the highest importance; and

WHEREAS, the Old Juvenile Detention Center has become a public nuisance and multiple fires have been set by transients; and

WHEREAS, the Old Juvenile Detention Center has been condemned by the County Division in February,2021; and

WHEREAS, Courthouse Construction fund balance funds are available and have been authorized for this expenditure; and

WHEREAS, said funds were not included in the appropriations of the General Services Department budget for fiscal year 2020-21; and

WHEREAS, Section 29130 of the Government Code provides for the appropriation of these funds by a four-fifths vote of the Board of Supervisors;

NOW, THEREFORE, BE IT RESOLVED as follows:

1. The foregoing recitals are true and correct.
2. The Chief Financial Officer is authorized and directed to amend the budget for fiscal year 2020-2021 as follows:

Level Group 1202-10-1302

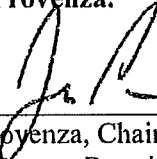
Current Revenue & Fund Balance	\$0
Increase: Use of Fund Balance	\$800,000
Total Amended Revenue & Fund Balance	<u>\$800,000</u>

Level Group 1202-10-1302

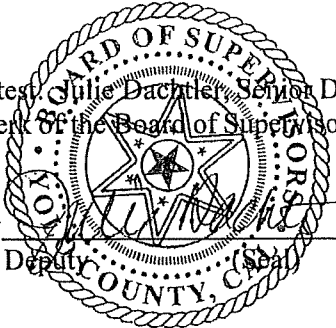

Current Appropriations	\$0
Increase: Services and Supplies	\$800,000
Total Amended Appropriations	<u>\$800,000</u>

PASSED AND ADOPTED by the Yolo County Board of Supervisors this 6th day of April 2021, by the following vote:

AYES: Barajas, Villegas, Saylor, Sandy, Provenza.
NOES: None.
ABSENT: None.
ABSTAIN: None.



Jim Provenza, Chair
Yolo County Board of Supervisors

Attest:  Senior Deputy
Clerk of the Board of Supervisors
By: 
Deputy
Yolo County, CA

Approved as to Form:

By: 

Philip D. Pogledich, County Counsel

FILED

APR 30 2021

BY Julie Rackets
DEPUTY CLERK OF THE BOARD

Agreement No. 21-62

**Agreement For Yolo County Old Juvenile Detention Facility Abatement and Demolition
Project At 238 West Beamer Street, Woodland, CA 95695**

This Agreement ("Agreement") is between AMPCO North, Inc., a California Corporation ("Contractor"), and the County of Yolo ("County"), a political subdivision of the State of California.

1. **SCOPE OF WORK.** Contractor shall furnish all labor, services, transportation, materials, equipment, parts, supplies necessary for the **Yolo County Old Juvenile Detention Facility Abatement and Demolition Project, 238 West Beamer Street, Woodland, CA 95695** in accordance with the Plans and Specifications listed within the Project bidding documents as listed on Yolo County's Bid Sync site. The plans and specifications and related bid materials are included herewith as **Exhibit A** and are incorporated herein by this reference

2. **CONTRACT DOCUMENTS.** The documents defined as the "Contract Documents" in Section 1.12 of the General Conditions, which are incorporated as if fully set forth herein by this reference, comprise the entire Agreement between the County and Contractor concerning the above-referenced project. The documents that describe the work to be performed are sometimes collectively referred to herein as the Plans and Specifications. In the event of any conflict between any of the provisions of this Contract Documents, the provision that requires the highest level of performance from Contractor for the County's benefit shall prevail.

3. **CONDUCT OF WORK; CONTRACT ADMINISTRATOR.** Contractor shall perform the services described in the Contract Documents in a manner that causes the least possible inconvenience to County and the public and safeguards persons and property from any dangerous activities or conditions conducted or created by Contractor. County's Manager of Facilities, Services and Capital Programs shall administer this Agreement for County. County's Board of Supervisors may designate a different person to serve as Contract Administrator by giving advance written notice to Contractor.

(a) **Work Schedule.** Unless otherwise agreed pursuant to Section 3.01 of the General Conditions, Contractor shall begin work within ten (10) days after receiving the Contract Administrator's written 'Notice to Proceed' and shall complete the work within **120 calendar days** after receiving that notice. County understands the unpredictable nature of weather and will allow for rain delays in connection with this project, if applicable as governed by Section 3.08 - C.

(b) **Liquidated Damages.** Contractor shall pay County **\$450.00 a day** liquidated damages for each day's delay (excluding Saturdays, Sundays, and County observed holidays) in completing the work beyond the time specified for completion of work. All other aspects of the payment of such damages shall be governed by Section 3.12 of the General Conditions and other relevant provisions thereof.

4. **INDEMNIFICATION.** With the exception that this section shall in no event be construed to require indemnification by Contractor to a greater extent than permitted under the public policy of the State of California, Contractor shall indemnify, defend and hold harmless the County of Yolo, officers, agents, employees and volunteers from and against any and all claims, damages, demands, losses, defense costs, expenses (including attorneys' fees) and liability of any kind or nature arising out of or resulting from performance of the work, provided that any such claim, damage, demand, loss, cost expense or liability is caused in whole or in part by any negligent or intentional act or omission of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts they may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

Contractor and/or subcontractor's responsibility for such defense and indemnity obligations shall survive the termination or completion of this Agreement for the full period of time allowed by law. The defense and indemnification obligations of this Agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this Agreement. In providing any defense to County, Contractor shall select defense counsel reasonably acceptable to the County Counsel.

5. **COMPENSATION.** As full compensation for the Contractor's satisfactory performance of all services covered by this Agreement, County shall pay Contractor a maximum of **Two Hundred Forty-Nine Thousand dollars (\$249,000.00)**. Payment of this amount shall also compensate Contractor in full for all costs incurred in performance of this Agreement, including without limitation, the cost of the insurance required under Section 6 (Insurance), the cost of the bonds required under Section 10 (bonds), and all other items of expense, including but not limited to any regulatory fees such as those associated with permits required for the work and any applicable sales taxes. Except as set forth in this Section, all matters of compensation shall be governed by the General Conditions, including but not limited to Articles 23 and 25 thereof.

6. **INSURANCE.** Contractor shall maintain the following insurance while performing the services covered by this Agreement. The comprehensive general liability insurance shall include broad form property damage insurance.

(a) Minimum Coverages (as applicable) - Insurance coverage shall be with limits not less than the following:

1. **Commercial General Liability** Occurrence form Insurance policy (ISO CG 00 01 or equivalent) covering all operations by or on behalf of Contractor, including coverage for:
 - a) Premises and Operations
 - b) Products and completed Operations
 - a) Contractual Liability insuring the obligations assumed by Contractor in this agreement or Blanket Contractual Liability Coverage
 - b) Broad Form Property Damage (including Completed Operations)
 - c) Explosion, Collapse, and Underground Hazards

d) Personal Injury Liability

Limits of liability shall be not less than:

\$5,000,000 each occurrence (combined single limit for bodily injury and property damage)

\$5,000,000 for Personal Injury Liability

\$5,000,000 for Products Completed Operations

\$10,000,000 General Aggregate

If the policy does not have an endorsement providing that the General Aggregate Limit applies separately, or if defense costs are included in the aggregate limits, then the required aggregate limits shall be \$10,000,000.

2. **Automobile Liability** – Insurance policy (ISO CA 00 01) covering Bodily Injury, Property Damage and contractual Liability coverage for “Any Auto” which includes coverage for any owned, hired, borrowed and non-owned automobile, trailer, and equipment coverage, with limits no less than \$1,000,000 occurrence (per accident for bodily injury and property damage) and \$2,000,000 policy aggregate.
3. **Workers’ Compensation** – Statutory Limits/**Employers’ Liability** – No less than \$1,000,000 per accident for bodily injury or disease.
4. **Builder’s Risk** – (Course of Construction) insurance utilizing an “All Risk” (Special Perils) coverage form, with limits equal to the completed value of the project and no coinsurance penalty provisions.
5. **Contractor’s Pollution Legal Liability Insurance** – Limits of no less than \$2,000,000 per occurrence or claim, and \$2,000,000 policy aggregate.

(b) The County, its officers, agents, employees and volunteers shall be named as additional insured on all but the workers’ compensation and professional liability coverages. . [NOTE: Evidence of additional insured may be needed as a separate endorsement due to wording on the certificate negating any additional writing in the description box.] It shall be a requirement under this agreement that any available insurance proceeds broader than or in excess of the specified minimum Insurance coverage requirements and/or limits shall be available to the Additional Insured. Furthermore, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified in this Agreement; or (2) the broader coverage and maximum limits of coverage of any Insurance policy or proceeds available to the named Insured; whichever is greater.

1. The Additional Insured coverage under the Contractor’s policy shall be “primary and non-contributory” and will not seek contribution from the County’s insurance or self insurance and shall be at least as broad as CG 20 01 04 13.

2. The limits of Insurance required in this agreement may be satisfied by a combination of primary and umbrella or excess Insurance. Any umbrella or excess Insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of the County of Yolo (if agreed to in a written contract or agreement) before the County's own Insurance or self insurance shall be called upon to protect it as a named insured.
3. Said policies shall remain in force through the life of this Agreement and, with the exception of professional liability coverage, shall be payable on a "per occurrence" basis unless the County Risk Manager specifically consents in writing to a "claims made" basis. For all "claims made" coverage, in the event that the Contractor changes insurance carriers Contractor shall purchase "tail" coverage covering the term of this Agreement and not less than three years thereafter. Proof of such "tail" coverage shall be required at any time that the Contractor changes to a new carrier prior to receipt of any payments due.
4. The Contractor shall declare all aggregate limits on the coverage before commencing performance of this Agreement, and the County's Risk Manager reserves the right to require higher aggregate limits to ensure that the coverage limits required for this Agreement as set forth above are available throughout the performance of this Agreement.
5. Any deductibles or self-insured retentions must be declared to and are subject to the approval of the County Risk Manager. All self-insured retentions (SIR) must be disclosed to Risk Management for approval and shall not reduce the limits of liability. Policies containing any SIR provision shall provide or be endorsed to provide that the SIR may be satisfied either by the named Insured or Yolo County.
6. Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the Director (ten (10) days for delinquent insurance premium payments).
7. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise approved by the County Risk Manager.
8. The policies shall cover all activities of Contractor, its officers, employees, agents and volunteers arising out of or in connection with this Agreement.
9. For any claims relating to this Agreement, the Contractor's insurance coverage shall be primary, including as respects the County, its officers, agents, employees and volunteers. Any insurance maintained by the County shall

apply in excess of, and not contribute with, insurance provided by Contractor's liability insurance policy.

10. The insurer shall waive all rights of subrogation against the County, its officers, employees, agents and volunteers.

- (c) Prior to commencing services pursuant to this Agreement, Contractor shall furnish the County with original endorsements reflecting coverage required by this Agreement. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements are to be received by, and are subject to the approval of, the County Risk Manager before work commences. Upon County's request, Contractor shall provide complete, certified copies of all required insurance policies, including endorsements reflecting the coverage required by these specifications.
- (d) During the term of this Agreement, Contractor shall furnish the County with original endorsements reflecting renewals, changes in insurance companies and any other documents reflecting the maintenance of the required coverage throughout the entire term of this Agreement. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. Upon County's request, Contractor shall provide complete, certified copies of all required insurance policies, including endorsements reflecting the coverage required by these specifications. Yolo County reserves the right to obtain a full certified copy of any Insurance policy and endorsements. Failure to exercise this right shall not constitute a waiver of right to exercise later.
- (e) Contractor agrees to include with all Subcontractors in their subcontract the same requirements and provisions of this agreement including the indemnity and Insurance requirements to the extent they apply to the scope of the Subcontractor's work. Subcontractors hired by Contractor agree to be bound to Contractor and the County of Yolo in the same manner and to the same extent as Contractor is bound to the County of Yolo under the Contract Documents. Subcontractor further agrees to include these same provisions with any Sub-subcontractor. A copy of the Owner Contract Document Indemnity and Insurance provisions will be furnished to the Subcontractor upon request. The General Contractor/**and or Contractor** shall require all Subcontractors to provide a valid certificate of insurance and the required endorsements included in the agreement prior to commencement of any work and General Contractor/**and or Contractor** will provide proof of compliance to the County of Yolo.
- (f) Contractor shall maintain insurance as required by this contract to the fullest amount allowed by law and shall maintain insurance for a minimum of five years following the completion of this project. In the event Contractor fails to obtain or maintain completed operations coverage as required by this agreement, the County at its sole discretion may purchase the coverage required and the cost will be paid by Contractor.

7. COMPLIANCE WITH LAWS. Contractor shall comply with all relevant federal, state, and local statutes, regulations, ordinances, rules, orders, and other laws in effect when performing the services required by this Agreement, including but not limited to those authorities set forth in the General Conditions (including but not limited to Article 20 thereof).

8. INDEPENDENT CONTRACTOR. While performing the services required by this Agreement for Construction, Contractor shall act as an independent contractor, not as an employee of County, and thus shall be subject to the direction and control of County only for the final result. Contractor shall be solely responsible for paying all required employment taxes and for meeting all employment obligations related to its performance of the services, including but not limited to payment of worker's compensation, liability insurance, social security taxes (i.e., FICA), and tax withholding. Moreover, Contractor shall indemnify, defend (upon County's written request), and protect County from any liability County may incur to federal or state governments for such taxes and obligations and all related administrative, judicial, or other proceedings. This Agreement does not entitle Contractor or its officers, employees, subcontractors, or agents to vacation pay, sick leave, retirement benefits, disability or unemployment insurance, or employee benefits of any kind from County.

9. INSPECTIONS. All inspections and any remedial action required in response thereto shall be governed by the General Conditions, including but not limited to Article 18 thereof.

10. PERFORMANCE BONDS. Within the time set forth in the Proposal and before performing any services pursuant to this Agreement, Contractor shall provide to County the bonds required by the General Conditions, including but not limited to Article 2 thereof. All other matters relating to bonds shall be governed by the General Conditions.

11. TERM OF AGREEMENT; EARLY TERMINATION. The term and termination of this Agreement shall be governed by the General Conditions, including but not limited to Article 27 thereof.

12. GUARANTY. Guarantees and warranties shall be governed by the General Conditions, including but not limited to Article 26 thereof.

13. AUDIT PROVISIONS. Contractor's records which shall include but not limited to accounting records, subcontract files, correspondence, change order files, and any other supporting evidence necessary to substantiate charges relating to this contract (all the foregoing hereinafter referred to as "records") shall be open to inspection and subject to audit and/or reproduction, during normal working hours, by County's agent or its authorized representative to the extent necessary to adequately permit evaluation and verification of any invoices, payments, or claims submitted by the contractor or any of his payees pursuant to the execution of this Agreement. For the purpose of such audits, inspections, examination, and evaluations, the County's agent or authorized representative shall have access to said records from the effective date of this Agreement, for the duration of the work, and until six years after the date of final payment by the County to Contractor pursuant to this Agreement.

14. MISCELLANEOUS.

- (a) **Notice.** Except as provided in Section 6, all correspondence regarding this Agreement, including invoices, payments, and notices, shall be directed to the following persons at the following addresses and phone number:

County:

Kevin Yarris
Director, General Services Department
County of Yolo
625 Court Street, Room 202
Woodland, California 95695
Telephone: (530) 666-8329

Contractor:

AMPCO North, INC
1630 S. Sunkist St. Ste N
Anaheim, California 92806
Telephone: (714) 740-7841

If written, correspondence shall be sent by personal delivery (including overnight delivery service); by U.S. Mail, postage prepaid; or by fax during business hours. Notices must be actually received to be effective.

- (b) **Time of Essence.** Time is of the essence of this Agreement.
- (c) **Interpretation and Jurisdiction.** This Agreement shall be interpreted and applied in accordance with California law. The plans and specifications attached as Exhibit A are part of this Agreement. If any conflict arises between Exhibit A and the terms and conditions set forth in Sections 1 through 14 of this Agreement, then Sections 1 through 14 shall govern.
- (d) **Waiver.** A party's failure to insist on strict performance of this Agreement or to exercise any right or remedy upon breach of this Agreement shall not constitute a waiver of such performance, right, or remedy. No waiver is binding unless set forth in a writing signed by the waiving party.
- (e) **Assignments and subcontracts.** Contractor shall not assign this Agreement. Contractor may subcontract any of the services required by this Agreement in accordance with law. Contractor shall require each subcontractor to agree in writing to be bound by Section 4 (Indemnification) and Section 6 (Insurance) of this Agreement. County shall consider all subcontractors to be Contractor's employees, and Contractor shall be responsible for their work.
- (f) **Dispute Resolution.** Unless the General Conditions provide otherwise, if the

Contract Administrator notifies Contractor that the work or any portion of it is unacceptable, then the Contract Administrator and Contractor shall meet at the Yolo County Office of County Administrator, 625 Court Street #202, Woodland, California, within five (5) days after Contractor receives the notice (excluding Saturdays, Sundays, and County observed holidays) and shall attempt in good faith to resolve their differences. Payment shall not constitute approval or acceptance of any defective work.

(g) **Integration.** This Agreement sets forth the parties' entire understanding regarding the matters set forth in Sections 1 through 14. It supersedes all prior Agreements and representations, written and oral, and may be modified only by a written Agreement approved by County's Board of Supervisors and signed by County and Contractor.

(h) **Effective date.** This Agreement shall be effective on the last date shown below.

COUNTY OF YOLO

By _____

Kevin Yarris, Director,
General Services Department
County Administrator's Office
4-30-2021

Date: _____

CONTRACTOR

By _____

Andrew Pennor
President, AMPCO North, INC

Date: 4/30/21

APPROVED AS TO FORM

By _____
Philip J. Pogledich, Yolo County Counsel