

BOARD OF SUPERVISORS  
Yolo County, California

To: GSD ✓  
Fin. Svcs. ✓

CONSENT CALENDAR

Excerpt of Minute Order No. 21-136: Item No. 12, of the Board of Supervisors' meeting of September 28, 2021.

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

12.

Approve the preliminary project budget for 120 West Main and 100 West Court Street Building Improvements in Woodland in the amount of \$2,200,000; authorize the Director of General Services to enter into a contract with Broward Builders, Inc., in an amount not to exceed \$1,340,000 for the improvements at 100 West Court Street; and authorize the Director of General Services to amend the construction contract with Broward Builders, Inc., up to an additional \$92,000 should amendments be required by the scope of the project. (No general fund impact) (Yarris)

Approved **Agreement No. 21-220** 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:** 09/28/2021

**Brief Title:** 120 West Main & 100 West Court Street Building Improvement Projects

**From:** Kevin Yarris, Director, General Services Department

**Staff Contact:** Tonia Murphy, Fiscal Administrative Officer, General Services Department, x4830

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#### Subject

Approve the preliminary project budget for 120 West Main and 100 West Court Street Building Improvements in Woodland in the amount of \$2,200,000; authorize the Director of General Services to enter into a contract with Broward Builders, Inc., in an amount not to exceed \$1,340,000 for the improvements at 100 West Court Street; and authorize the Director of General Services to amend the construction contract with Broward Builders, Inc., up to an additional \$92,000 should amendments be required by the scope of the project. (No general fund impact) (Yarris)

#### Recommended Action

- A. Approve the preliminary project budget for 120 West Main and 100 West Court Street Building Improvements in Woodland in the amount of \$2,200,000;
- B. Authorize the Director of General Services to enter into a contract with Broward Builders, Inc., in an amount not to exceed \$1,340,000 for the improvements at 100 West Court Street; and
- C. Authorize the Director of General Services to amend the construction contract with Broward Builders, Inc. up to an additional \$92,000 should amendments be required by the scope of the project.

#### Strategic Plan Goal(s)



*In Support of All Goals (Internal Departments Only)*

#### Reason for Recommended Action/Background

As part of the Board-approved space utilization plan from 2015, a number of facilities were deemed unworthy of significant investment. That was based on the Facility Condition Assessment (FCA) that was performed on every building. Each building was given a Facility Condition Index (FCI) as a rating system for these buildings. An FCI of over 25% would indicate the building was no longer cost effective to maintain and should be replaced. Of the seven buildings identified for replacement, three are on the Agriculture/Facilities campus on the corner of Cottonwood and Imperial. These buildings also comprise the oldest in our portfolio, built in the mid 1950s. The county owns about 75% of that city block. The remaining 25% consists of single family homes on the Pine Street side.

As part of a bigger plan to vacate this entire campus, a number of strategies were evaluated and discussed with the Board's Committee on Capital Improvements (CCI). The resulting priorities included a number of department moves in order to accommodate the needs. The first move involves Innovation and Technology Services (ITS) from 120 West Main Street to the second floor of 100 West Court Street. Child Support Services occupies the first floor of that building. For cost-effectiveness, the data center will remain at 120 West Main Street as it is in a secure location and has backup power and other redundancies which would be expensive to relocate. The construction documents were developed for this project and the lowest responsible bidder is recommended for contract award and execution (Att. A) (Exhibits are on file with Clerk of the Board).

Another part of this plan is to relocate the Agriculture Department into the previous ITS space at 120 West Main Street, once ITS moves. That will include fencing the parking lot behind the building to create a new corporation yard for their vehicle, equipment and other needs. In addition, a new metal building for labs and equipment storage will be built inside this fenced area.

One issue this creates is access to the current Grand Jury space at 120 West Main Street. However, with Veteran's Services now out of suites A and B of the building, a quick remodel of that space will give the Grand Jury a new store front that offers more privacy and accessibility than their current location.

Once these moves/projects are completed, we will begin working on relocating General Services-Facilities division to a new space where the old Juvenile Detention Facility was just demolished. That will consolidate the entire department in one location as opposed the three currently. That plan is being added to the Capital Improvement Plan for future funding.

Currently there is \$2,200,000 budgeted for these projects included in Adopted Budget. In addition to the contract amount requested for approval in Recommendations B-C for the ITS move, the following related, estimated project costs include:

Agriculture to 120 West Main Street:	\$1,400,000
Grand Jury from 120 West Main Street Suite F to Suites A & B:	\$100,000
New Facilities Building (next to Fleet Services)	TBD

As these amounts are estimated, actual amounts will be brought to the Board for approval and funding at the appropriate time. Given that the project involves multiple moves and will be conducted in phases, additional budget requests are likely to come back at a later time. Staff expect the earliest a budget update may come back to the Board would be at mid-year 2021-22.

Another portion of this overall plan will be to find space for the UC Cooperative Extension to relocate into as well. Once Facilities moves to the Beamer/Cottonwood campus, more space in 120 West Main will be a potential for them to co-locate again with the Agriculture Department. After the Ag/Facilities campus is fully vacated, all available options will be considered. One of those options that has been suggested and may need additional exploration is an agreement with a developer to build housing or a long term memory care facility on that parcel.

### **Collaborations (including Board advisory groups and external partner agencies)**

Yolo County Administrator's Office, Department of Finance, County Counsel, Agricultural Department, Innovation and Technology Services, Grand Jury, UC Cooperative Extension, and General Services Department

### **Competitive Bid Process**

Request for Proposals (RFP) Service Requested: IT Relocation Project - 100 West Court Street, Woodland, CA

Bids Received

<b>Bidder</b>	<b>Bid</b>
Broward Builders	\$1,340,000
Rodan Builders	\$1,442,000

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**Attachments**

Att. A. Broward Agreement

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**Form Review**

<b>Inbox</b>	<b>Reviewed By</b>	<b>Date</b>
Kevin Yarris	Tonia Murphy	08/16/2021 01:52 PM
Kevin Yarris	Kevin Yarris	09/16/2021 12:42 PM
Financial Services	Shelby Milliren	09/20/2021 10:34 AM
County Counsel	Hope Welton	09/20/2021 11:03 AM
Joanne Vanhoosear	Joanne Vanhoosear	09/21/2021 10:59 AM
County Counsel	Phil Pogledich	09/21/2021 01:33 PM
Kevin Yarris	Kevin Yarris	09/21/2021 01:36 PM
Joanne Vanhoosear	Joanne Vanhoosear	09/21/2021 03:10 PM
Kevin Yarris	Kevin Yarris	09/21/2021 04:07 PM
Joanne Vanhoosear	Joanne Vanhoosear	09/22/2021 01:33 PM
Elisa Sabatini	Elisa Sabatini	09/23/2021 08:31 AM
Form Started By: Tonia Murphy		Started On: 05/03/2021 02:15 PM
Final Approval Date: 09/23/2021		

FILED

OCT 12 2021  
BY *Rupita Ramirez*  
DEPUTY CLERK OF THE BOARD

SECTION 00 52 00

COUNTY OF YOLO, CALIFORNIA

**CONSTRUCTION AGREEMENT FOR THE SECOND FLOOR TENANT  
IMPROVEMENT**

**100 West Court Street, Woodland, California**

**CONTRACT NO. 21-220**

This Agreement for Construction ("Agreement") is entered into as of the Effective Date of September 28, 2021 as defined herein, between Broward Builders, 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, and supplies necessary for **The Second Floor Tenant Improvement, 100 West Court Street, Woodland, California**, in accordance with the plans and specifications. Contractor shall complete Yolo County Second Floor Tenant Improvement Project per bid amount not to exceed ONE MILLION, THREE HUNDRED AND FORTY THOUSAND DOLLARS (\$1,340,000).

**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 the Contract Documents, the provision that requires the highest level of performance from Contractor for the County's benefit shall prevail. See Attached exhibits:

- Exhibit A ~ Proposal Response, including all required forms
- Exhibit B ~ Subcontractor List
- Exhibit C ~ Technical Specifications, Drawings and Air Quality District Documents
- Exhibit D ~ Performance Bond and Payment Bond
- Exhibit E ~ General Provisions, General Conditions, General Requirements and Notice
- Exhibit F ~ Project Plans
- Exhibit F ~ Addendas
- Exhibit G ~ Construction and Demolition Debris Plan
- Exhibit H ~ Asbestos and Lead Survey Report
- Exhibit I ~ Change Order Form

**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 Notice to Proceed and shall complete the work within **150 calendar days** after receiving that notice. This work must be complete, operational, have a Temporary Occupancy Permit and be turned over to the County for its intended use for this milestone to be deemed complete. County understands the nature of weather and will allow for rain delays to the project, if applicable.

(b) **Liquidated Damages.** Contractor shall pay County **\$850.00** 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 and its 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 any of them 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.

Any law firm or attorney retained to provide a defense on behalf of County pursuant to this provision shall be subject to approval by the County Counsel. Such approval may not be unreasonably withheld. **5. COMPENSATION.** All matters of compensation shall be governed by the General Conditions, including but not limited to Article 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
- c) Contractual Liability insuring the obligations assumed by Contractor in this agreement or Blanket Contractual Liability Coverage
- d) Broad Form Property Damage (including Completed Operations)
- e) Explosion, Collapse, and Underground Hazards
- f) 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, all as 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. 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 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  
120 West Main Street Suite D  
Woodland, CA 95695  
Telephone: (530) 406-5005

Contractor:

Broward Builders, Inc  
Randy Cantrell, Vice President  
1200 E Kentucky Avenue  
Woodland CA 95695  
(530) 666-5635

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.** This Agreement shall be interpreted and applied in accordance with California law.

(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 described in Section 1 (Scope of Work) with County's prior written consent. 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

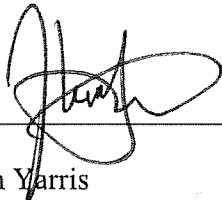
Contractor shall be responsible for their work.

(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.

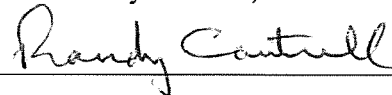
(g) **Integration.** This Agreement sets forth the parties' entire understanding regarding the matters set forth in Sections 1 through 14. It supersedes all prior Agreements and representations, written and oral, and may be modified only by a written Agreement approved by County's Board of Supervisors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

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

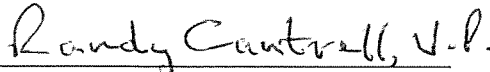
COUNTY OF YOLO:

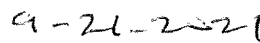
By:   
Kevin Yarris  
Director, General Services

CONTRACTOR:

Broward Builders, Inc.  
Randy Cantrell, Vice President  
By: 

(Signature)

  
(Print Name & Title)

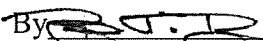


(Date)

Attest: Julie Dachtler, Senior Deputy Clerk  
Yolo County Board of Supervisors

By:   
Deputy (Seal)

APPROVED AS TO FORM

By:   
Philip J. Pogledich, Yolo County Counsel