

ORANGE COUNTY BOARD OF SUPERVISORS

A g e n d a R e v i s i o n s a n d S u p p l e m e n t a l s

Note: *This supplemental agenda is updated daily showing items that have been added, continued, deleted or modified.*

No new supplemental items will be added to the agenda following close of business on Friday.

April 9, 2013

CONSENT

7. Revised Title to read:
Sheriff-Coroner - Approve agreement CT-060-13010644 with ~~Implex~~ *Impex* Technologies, Inc. for replacement, maintenance and support of data storage system, 4/15/13 - 4/14/18 (\$551,585); and authorize Purchasing Agent or authorized Deputy to execute agreement - All Districts
- 21, Revised Title to read:
OC Community Resources - Approve plans and specifications and set bid opening for ~~4/24/13~~ *5/8/13*, 2:00 p.m., for upgrade and modernization of the Heating, Ventilating, and Air Conditioning system at Los Alamitos Rossmoor Library; and make California Environmental Quality Act findings - District 2

DISCUSSION

38. Continued to 4/16/13, 9:30 a.m.
Revised Title to read:
OC Dana Point Harbor - Approve amendment 5 to agreement MA-108-10012441 with Project Dimensions, Inc. for project management services associated with Dana Point Harbor Revitalization Plan, extending term five years (~~\$4.7~~ *\$4.4* million); and authorize Director or designee to execute amendment - District 5 (Continued from 2/5/13, Item 18; 2/26/13, Item 41; 3/5/13, Item 14; 3/19/13, Item 23)

THE FOLLOWING AGENDA ITEMS HAVE HAD CHANGES TO THEIR RECOMMENDED ACTIONS SINCE RELEASE OF THE AGENDA TO THE PUBLIC:

Item: 21 & 38

S u p p l e m e n t a l I t e m (s)

None

Memorandum

2013 APR -3 PM 3:16

To: Honorable Board of Supervisors
From: Susan Novak, Clerk of the Board *SN*
Date: 4/3/2013
Re: Correction to Title, Item #7, April 9, 2013

The title of the following item has been revised due to clerical error by the Clerk of the Board in preparing the agenda:

Sheriff-Coroner

7. Approve agreement CT-060-13010644 with ~~Implex~~ *Impex* Technologies, Inc. for replacement, maintenance and support of data storage system, 4/15/13 - 4/14/18 (\$551,585); and authorize Purchasing Agent or authorized Deputy to execute agreement - All Districts

Cc: Robert Franz, Interim CEO
Nicholas Chrisos, County Counsel
Kathy Beckett, Sheriff-Coroner
Grand Jury



2013 APR -8 PM 4: 28

Revision to ASR and/or Exhibits/Attachments

Date: 4/8/2013

To: Clerk of the Board of Supervisors

CC: County Executive Office

From: Steve Franks, Director, OC Community Resources

ASR Control #(s): 13-000266 Agenda Item(s) # 21 for the 4/9/2013 Board Meeting

Subject: Advertise for Bids – Los Alamitos Rossmoor Library HVAC Upgrades

Explanation:

Revised Recommended Action(s)

Revise Recommended Action #4 as follows:

4. Authorize the Clerk of the Board to advertise the project for bids with a bid opening date of ~~April 24~~ May 8, 2013 at 2:00 p.m.

Make modifications to the:

Subject Background Information Summary

Revised Exhibits/Attachments (attached)

Revise dates for #1, 2, and 9 on Notice Inviting Bids. A new version is attached.

Additional Information and/or Correspondence (attached)

NOTICE INVITING BIDS

1. NOTICE IS HEREBY GIVEN that the Board of Supervisors of Orange County, California will receive sealed bids up to 2:00 p.m., on **Wednesday, May 8, 2013**, in the office of the Clerk of the Board of Supervisors, Hall of Administration, 333 West Santa Ana Boulevard, Building 10 Civic Center Plaza, Room 101 (corner of Santa Ana Boulevard and Broadway), Santa Ana, California 92705, at which time said bids will be publicly opened and read in Room 169 on the first floor for the following:

Project: Los Alamitos/Rossmoor - HVAC Upgrade
Location: 12700 Montecito Road, Seal Beach, CA 90740
Project No.: 119-012-119-P452-4200-PLF0008

2. All of said work to be performed in accordance with drawings and specifications, which are available for purchase after April 10, 2013 at American Reprographics Co., (formerly OCB Reprographics), 345 Clinton Street, Costa Mesa, California, 92626, Telephone (949) 660-1150, Ext. 299, contact: Planwell Department. Call in advance for price and to order to avoid delay. For additional information, contact the Project Manager, Randy Quillman, at (714) 566-3073.
3. The classification of contractors license required in the performance of this contract is **C-20 HVAC Contractor**.
4. Pursuant to the provisions of Section 1773 of the Labor Code of the State of California, the contractor shall comply with the general prevailing rates of per diem wages and the general prevailing rates for holiday and overtime wages in this locality for each craft, classification, or type of worker needed to execute this contract. The rates are available from the Director of the Department of Industrial Relations at the following website: <http://www.dir.ca.gov/dlsr/DPreWageDetermination.htm>. The contractor shall post a copy of such wage rate at the job site and shall pay the adopted prevailing wage rates. The contractor shall comply with the provisions of Sections 1775 and 1813 of the Labor Code.
5. Each bidder must submit with his bid a certified or cashier's check, cash or an *original* bidder's bond issued and executed by an admitted Surety insurer (authorized to transact surety insurance in California), made payable to the order of the County of Orange in an amount not less than five percent of the sum bid as a guarantee that the bidder will enter into the proposed contract if the same is awarded him (e.g., if the bidder's bond is issued through a surplus line broker, both the surplus line broker and the insurer with whom he is doing business for purposes of this project must be licensed in California to issue such bonds). In the event of failure to enter into such contract, the said amount will be forfeited to said County of Orange.
6. The successful bidder shall be required to furnish a Performance Bond in an amount equal to 100 percent of the amount of the contract and a Payment Bond in the amount of 100 percent of the contract, said bonds to be first approved by the County Counsel and the Risk Manager of Orange County.
7. Pursuant to Section 22300 of the Public Contract Code of the State of California, the contract will contain provisions permitting the successful bidder to substitute securities for any monies withheld by the County of Orange to ensure performance under the contract.
8. The Board of Supervisors reserves the right to reject any or all bids and to waive any informality in any bid received.
9. A **MANDATORY** one-time pre-bid **JOB WALK** and meeting will be conducted on April 24, 2013 at 9:00 AM, **SHARP**. No one will be admitted after 9:00 AM. **Meet at the front of the library**. The job walk/meeting will allow bidders to acquaint themselves with the project site and conditions under which the work will be conducted. *Failure of any bidder to attend this **MANDATORY JOB WALK** shall constitute a substantial variation from the requirements of the contract documents and the bid of any bidder not in attendance will be rejected. An attendance sign-in sheet will be available and all potential bidders ****must**** sign-in to verify their attendance. **Subcontractors, materials suppliers, and vendors are encouraged to attend.***

BY ORDER OF THE BOARD OF SUPERVISORS OF ORANGE COUNTY, CALIFORNIA

Dated _____

Susan Novak
Clerk of the Board of Supervisors
of Orange County, California

Continuation-Deletion Memo

Date: April 8, 2013

To: Susan Novak, Clerk of the Board of Supervisors

From: Brad Gross, Director, OC Dana Point Harbor 

cc: County Executive Office

ASR Control #(s): 13-000022 for the April 9, 2013 Board Meeting

Agenda Item #: 38

Subject: Approve Amendment 5 to PDI Agreement for Revitalization Project Management

RECEIVED
2013 APR -9 AM 8:03
CLERK OF THE CLERK
ORANGE COUNTY
BOARD OF SUPERVISORS

Request to Continue agenda Item(s) to the April 16, 2013 Board Meeting
Comments:

Request deletion of Agenda Item(s)
Comments:



ML

Revision to ASR and/or Exhibits/Attachments

2013 APR -5 PM 2:43
Dana Point Harbor

Date: April 5, 2013

To: Clerk of the Board of Supervisors

Cc: County Executive Office

From: Brad Gross, Director, OC Dana Point Harbor

ASR Control #(s): 13-000022 **Agenda Item(s) #** 38 **for the April 9, 2013 Board Meeting**

Subject: Award of Contract for A-E Services – OC Dana Point Harbor

Explanation:

OC Dana Point Harbor requests to revise Sole Source as noted below.

- Sole Source:
- Make modifications to the:
- Subject Background Information Summary

Please edit the body of the ASR to reflect a change in dollar amount requested per Amendment No. 5.

Please edit the first and third paragraph in the Background information as reflected in the attached redlined ASR.

- Revised Exhibits/Attachments

Revise Amendment No. 5

- Additional Information and/or Correspondence (attached)

Background Information paragraph 1 & 3 currently reads:

On March 25, 2003, following an RFP selection process managed by Harbors, Beaches and Parks, the Board approved an Agreement with Project Dimensions Inc. (PDI) to provide design development, permit acquisitions, and project management services for the Dana Point Harbor Revitalization Plan. The total contract amount was approved for \$6,982,000 for a term of five years. In 2005, it became apparent additional work and time would be necessary for permitting a project of this size and complexity and PDI was proving to be an effective Project Manager. On July 19, 2005, Amendment 1 was approved by the Board increasing the contract amount by \$600,000 and added 15 months to the term of the contract. On June 27, 2006, a second amendment was approved by the Board increasing the contract amount by \$900,000 for the current contract total of \$8,482,000, at which time the scope was modified to include the

waterside portion of the Revitalization Plan which was just beginning. On June 2, 2009, the Board approved a contract extension (Amendment 3) to complete the Coastal Commission process for the landside portion of the project, as well as the Subsequent Environmental Impact Report for the waterside portion of the project. As a part of Amendment 3, PDI agreed to reduce their rates by 6%, which rates will remain in effect with this current proposed Amendment No. 5. In 2011, PDI voluntarily participated in the County's Cost Reduction Program which allowed for a one year extension (Amendment 4) of the contract term in exchange for a 10% fee reduction in effect between July 1, 2011 and June 25, 2012, however the total dollar amount for the contract remained the same without additional compensation allowed for the extra 12 months. Through effective management the current contract sum will fund the contract through March 2013.

The proposed amount for this amendment will be \$4,701,310 which will complete the current term through June 30, 2013, and place an additional 5 year term to provide continued project management services for the Revitalization Plan including preparation and acquisition of all regulatory permits and approvals, as well as design, engineering, and Coastal Commission compliance services for the waterside portion of the project, and managing of the landside project through construction. At the time this contract amendment will expire, it is anticipated that the waterside portion of the project will still be under construction, however, due to the nature of the phasing for this portion of the project the construction management services can be assumed by County staff.

Background Information revised Paragraph 1 & 3:

On March 25, 2003, following an RFP selection process managed by Harbors, Beaches and Parks, the Board approved an Agreement with Project Dimensions Inc. (PDI) to provide design development, permit acquisitions, and project management services for the Dana Point Harbor Revitalization Plan. The total contract amount was approved for \$6,982,000 for a term of five years. In 2005, it became apparent additional work and time would be necessary for permitting a project of this size and complexity and PDI was proving to be an effective Project Manager. On July 19, 2005, Amendment 1 was approved by the Board increasing the contract amount by \$600,000 and added 15 months to the term of the contract. On June 27, 2006, a second amendment was approved by the Board increasing the contract amount by \$900,000 for the current contract total of \$8,482,000, at which time the scope was modified to include the waterside portion of the Revitalization Plan which was just beginning. On June 2, 2009, the Board approved a contract extension (Amendment 3) to complete the Coastal Commission process for the landside portion of the project, as well as the Subsequent Environmental Impact Report for the waterside portion of the project. As a part of Amendment 3, PDI agreed to reduce their rates by 6%, which rates will remain in effect with this current proposed Amendment No. 5. In 2011, PDI voluntarily participated in the County's Cost Reduction Program which allowed for a one year extension (Amendment 4) of the contract term in exchange for a 10% fee reduction in effect between July 1, 2011 and June 25, 2012, and increased the total contract amount by \$882,700.

The proposed amount for this amendment will be \$ 4,411,310 which will place an additional 5 year term to provide continued project management services for the Revitalization Plan including preparation and acquisition of all regulatory permits and approvals, as well as design, engineering, and Coastal Commission compliance services for the waterside portion of the project, and managing of the landside project through construction. At the time this contract amendment will expire, it is anticipated that the waterside portion of the project will still be under construction, however, due to the nature of the phasing for this portion of the project the construction management services can be assumed by County staff.

Recommended Action No.1 currently reads:

Approve Amendment No. 5 to extend the Agreement MA108-10012441 with Project Dimensions, Inc (PDI) to continue providing project management services in support of the Dana Point Harbor Revitalization Plan for an additional five (5) years through the completion of construction under the same terms and conditions as previously approved including rate reduction, and the original scope of work, for additional contract amount of \$4.74 Million.

Recommended Action No.1 should read:

Approve Amendment No. 5 to extend the Agreement MA108-10012441 with Project Dimensions, Inc (PDI) to continue providing project management services in support of the Dana Point Harbor Revitalization Plan for an additional five (5) years through the completion of construction under the same terms and conditions as previously approved including rate reduction, and the original scope of work, for additional contract amount of \$4.4 Million.

Financial Impact currently reads:

The Contract will be funded by the Dana Point Tidelands Trust (Fund 108) Funds will be expended in accordance with the following schedule:

- FY 12/13 remaining current contract balance and additional \$290,000
- FY 13/14 \$882,262
- FY 14/15 \$1,017,200
- FY 15/16 \$1,017,200
- FY 16/17 \$882,262
- FY 17/18 \$612,386

The Dana Point Tidelands Trust (Fund 108) is funded solely by the revenues generated in Dana Point Harbor and expenditures are restricted to services and projects benefitting the Harbor as mandated by the California State Lands Commission.

Should read: The Contract will be funded by the Dana Point Tidelands Trust (Fund 108) Funds will be expended in accordance with the following schedule:

- FY 13/14 \$882,262
- FY 14/15 \$1,017,200
- FY 15/16 \$1,017,200
- FY 16/17 \$882,262
- FY 17/18 \$612,386

The Dana Point Tidelands Trust (Fund 108) is funded solely by the revenues generated in Dana Point Harbor and expenditures are restricted to services and projects benefitting the Harbor as mandated by the California State Lands Commission.

Changes to Current Year Cost:

Currently reads: Current Year Cost: \$290,000

Should read: Current Year Cost: N/A



AMENDMENT NUMBER 5
MA-108-10012441
A-E Project Management Service Agreement
With
Project Dimensions Inc.

This AMENDMENT NUMBER 5, to MA-108-10012441, A-E Project Management Service Agreement (hereinafter "Amendment No. 5") is made upon execution of all necessary signatures, between the County of Orange, a political subdivision of the State of California, through OC Dana Point Harbor (hereinafter "County") and Project Dimensions Inc., with a place of business at 4 Park Plaza, Suite 700, Irvine CA 92614 (hereinafter referred to as "Contractor").

WHEREAS, County and Contractor executed an A-E Project Management Services Agreement, commencing on March 25, 2003; (hereinafter referred to as "Original Contract"); and;

WHEREAS, on July 19, 2005, the Board of Supervisors ("Board") approved an amendment to the Original Contract that provided additional compensation for Phase 1 of the Original Contract and an extension for fifteen (15) months, which extended the expiration date of the Original Contract to June 25, 2009 ("Amendment No. 1"), and;

WHEREAS, on June 27, 2006, the Board approved an amendment to the Original Contract that provided additional tasks and compensation for the waterside portion of the project and authorized a monthly retainer for Contractor staff ("Amendment No. 2"), and;

WHEREAS, on June 2, 2009, the Board approved an extension of the Original Contract for three (3) additional twelve (12) month terms, which extended the expiration date of the Original Contract to June 25, 2012 ("Amendment No. 3"), and;

WHEREAS, on June 28, 2011, the Board approved and the Contractor agreed to participate in the Contractor Cost Reduction starting on July 1, 2012, and;

WHEREAS, the June 11, 2012, the County and Contractor entered into an amendment to the Original Contract that provided for an extension of the Original Contract for additional twelve (12) months, which extended the expiration date of the Original Contract to June 25, 2013 ("Amendment No. 4"), and increased the contract amount by \$882,700 for a new contract total of \$9,364,700, and;

WHEREAS, County and Contractor now desire to amend the Original Contract to extend the Contract for an additional five (5) years to June 25, 2018, and increase the Original Contract by an additional amount of four million, four hundred and eleven thousand, three hundred and ten dollars (\$4,411,310), not to exceed thirteen million, seven hundred and seventy six thousand, and ten dollars (\$ 13,776,010).



NOW THEREFORE, in consideration of the mutual obligations set forth herein, both County and Contractor agree as follows:

1. All references to "PFRD" in the Original Contract shall be replaced with OC Dana Point Harbor or "OC DPH".
2. The term of the Original Contract shall be extended for additional five (5) years, commencing on June 26, 2013 through and including June 25, 2018.
3. Increase the Original Contract amount for an additional four million, four hundred and eleven thousand, three hundred and ten dollars (\$4,411,310), not to exceed thirteen million, seven hundred and seventy six thousand, and ten dollars (\$13,776,010).
4. All other terms and conditions of the Original Contract and all prior Amendments not modified by this Amendment No. 5 shall remain in full force and effect.

5. The following terms and conditions of the ORIGINAL Contract shall be deleted:

Attachment A - Scope of Work, Section B. Paragraph 20, Legal Support – Provide resources (including legal opinions) and expertise the areas of real estate, public retentions, project management, financial planning, and public works requirements, as needed.

6. The following terms and conditions for Insurance Provisions of the ORIGINAL Contract shall be amended in its entirety as follows:

Paragraph 10 **INSURANCE PROVISIONS**

Prior to the provision of services under this contract, the A-E agrees to purchase all required insurance at A-E's expense and to deposit with the County Certificates of Insurance, including all endorsements required herein, necessary to satisfy the County that the insurance provisions of this contract have been complied with and to keep such insurance coverage and the certificates therefore on deposit with the County during the entire term of this contract. The County reserves the right to request the declarations page showing all endorsements and a certified copy of the policy. In addition, all subcontractors performing work on behalf of A-E pursuant to this contract shall obtain insurance subject to the same terms and conditions as set forth herein for contractor.

All self-insured retentions (SIRs) or deductibles shall be clearly stated on the Certificate of Insurance. If no deductibles or SIRs apply, indicate this on the Certificate of Insurance with a 0 by the appropriate line of coverage. Any deductible or self-insured retention (SIR) in an amount in excess of \$25,000 (\$5,000 for automobile liability), shall specifically be approved by the County Executive Office (CEO)/Office of Risk



Management. A-E shall be responsible for reimbursement of any deductible to the insurer.
If the A-E fails to maintain insurance acceptable to the County for the full term of this contract, the County may terminate this contract.

Qualified Insurer

The policy or policies of insurance must be issued by an insurer licensed to do business in the state of California (California Admitted Carrier) or have a minimum rating be A- (Secure A.M. Best's Rating) and VIII (Financial Size Category as determined by the most current edition of the **Best's Key Rating Guide/Property-Casualty/United States or ambest.com**.

If the insurance carrier is not a non-admitted carrier in the state of California and does not have an A.M. Best rating of A-/VIII, the County CEO/Office of Risk Management retains the right to approve or reject a carrier after a review of the company's performance and financial ratings.

The policy or policies of insurance maintained by the A-E shall provide the minimum limits and coverage as set forth below:

<u>Coverage</u>	<u>Minimum Limits</u>
Commercial General Liability	\$1,000,000 per occurrence \$2,000,000 aggregate
Automobile Liability including coverage for owned, non-owned and hired vehicles	\$1,000,000 per occurrence
Workers' Compensation	Statutory
Employers' Liability Insurance	\$1,000,000 per occurrence
Professional Liability Insurance	\$1,000,000 per claims made or per occurrence

Required Coverage Forms

The Commercial General Liability coverage shall be written on Insurance Services Office (ISO) form CG 00 01, or a substitute form providing liability coverage as broad.

The Business Auto Liability coverage shall be written on ISO form CA 00 01, CA 00 05, CA 00 12, CA 00 20, or a substitute form providing liability coverage as broad.

Required Endorsements

The Commercial General Liability policy shall contain the following endorsements, which shall accompany the Certificate of Insurance:



- 1) An Additional Insured endorsement using ISO form CG 2010 or CG 2033 or a form at least as broad naming the County of Orange, its elected and appointed officials, officers, employees, agents as Additional Insureds.
- 2) A primary non-contributing endorsement evidencing that the contractor's insurance is primary and any insurance maintained by the County of Orange shall be excess and non-contributing.

The Workers' Compensation policy shall contain a waiver of subrogation endorsement waiving all rights of subrogation against the County of Orange and members of the Board of Supervisors, its elected and appointed officials, officers, employees and agents.

All insurance policies required by this contract shall waive all rights of subrogation against the County of Orange and members of the Board of Supervisors, its elected and appointed officials, officers, agents and employees when acting within the scope of their appointment or employment.

All insurance policies required by this contract shall give the County of Orange 30 days notice in the event of cancellation and 10 days notice for non-payment of premium. This shall be evidenced by policy provisions or an endorsement separate from the Certificate of Insurance.

If contractor's Professional Liability policy is a "claims made" policy, contractor shall agree to maintain professional liability coverage for two years following completion of contract.

The Commercial General Liability policy shall contain a severability of interests clause (standard in the ISO CG 001 policy).

Insurance certificates should be forwarded to the agency/department address listed on the solicitation.

If the contractor fails to provide the insurance certificates and endorsements within seven days of notification by CEO/Purchasing or the agency/department purchasing division, award may be made to the next qualified vendor.

County expressly retains the right to require Contractor to increase or decrease insurance of any of the above insurance types throughout the term of this Contract. Any increase or decrease in insurance will be as deemed by County of Orange Risk Manager as appropriate to adequately protect County.

County shall notify Contractor in writing of changes in the insurance requirements. If Contractor does not deposit copies of acceptable certificates of insurance and endorsements with County incorporating such changes within thirty days of receipt of such notice, this Contract may be in breach without further notice to Contractor, and County shall be entitled to all legal remedies.



The procuring of such required policy or policies of insurance shall not be construed to limit Contractor's liability hereunder nor to fulfill the indemnification provisions and requirements of this Contract, nor act in any way to reduce the policy coverage and limits available from the insurer.

7. Except as amended herein, all other terms and conditions, including the terms of the Original Contract and any all prior amendments/modifications (which are incorporated by this reference as if fully set forth herein) shall remain unchanged, in full force and effect.

The parties hereto have executed this Amendment No. 5 on the dates shown opposite their respective signatures below.

PROJECT DIMENSIONS INC.:

Signature

Date

Signature

Date

** If the contracting party is a corporation, (2) two signatures are required: one (1) signature by the Chairman of the Board, the President or any Vice President; and one (1) signature by the Secretary, any Assistant Secretary, the Chief Financial Officer or any Assistant Treasurer.*

COUNTY OF ORANGE, OC Dana Point Harbor

By: _____

Date: _____

Jerry Gee, Contracts and Procurement Administrator
Deputy Purchasing Agent