



REGULAR BOARD OF DIRECTORS MEETING

501 Taft Highway
Bakersfield, California

TUESDAY, MAY 5, 2020

AGENDA

CALL TO ORDER AND ANNOUNCEMENT OF QUORUM

12:00 NOON

INTRODUCTION OF GUESTS AND PUBLIC

PUBLIC COMMENT: (Members of the public may address the Board of Directors on any matter not on the agenda, but absent extraordinary circumstances, the Board may not take action on such matter. Members of the public may address items of interest that are listed on the agenda prior to the Board's decision on such items.)

I. **DISCUSSION ITEMS:** (The Board will consider various items and issues which are of interest to the District. These items are intended to include, but not be limited to, the following:)

- Manager's Report
- District Office Expansion – Award of Contract to Black / Hall Construction for \$1,948,841

II. **EXECUTIVE SESSION:**

Pending Litigation (54956.9(d)(1)):

A. SWRCB Kern River

Potential Litigation (54956.9(d)(2)(3)): Four Matters

Potential Litigation (54956.9(d)(4)): Three Matters

Real Property Negotiations (54956.8):

A. Eastside Canal ROW

B. Property Description: Potential Recharge Lands/Water Exchange/Transfer/Sale/Purchase;

Miscellaneous Owners and Agencies

District Negotiator: Mark Mulkay

Under Negotiation: price and terms

III. **ADJOURN**

Requests for disability related modifications or accommodations, including auxiliary aids or services may be made by telephoning or contacting Lynn Fredricks at the District Office (661-834-4656). Please attempt to make such requests known at least 24 hours before the scheduled meeting. Pursuant to Government Code section 54957.5, any materials relating to an open session item on this agenda, distributed to the Board of Directors after the distribution of the agenda packet, will be made available for public inspection at the time of distribution at the District, 501 Taft Highway, Bakersfield, CA.

Tab I





To: Kern Delta Board of Directors

From: L. Mark Mulkay – General Manager

Date: May 5, 2020

Re: **District Office Expansion Project – Award of Contract**

Recommendation: Staff recommends the Board accept bids and approve a contract with Black / Hall Construction in an amount not to exceed \$1,948,841, in substantially the form provided.

Background: The current District office is undersized to adequately accommodate District personnel. As a result, several positions are doubling up in offices and recent staff additions are temporarily occupying spaces that were previously used for other purposes and are not meant for office/desk space.

As a result, the District has initiated a project to expand the current office footprint which will provide additional needed office space, as well as needed updates to the existing facility.

Utilizing the services of Skarphol/Frank Associates and AECOM the District developed an office expansion project which was put out to bid on March 17, 2020. The bid opening was originally scheduled for April 17, 2020, however, due to the recent COVID-19 pandemic the bid opening was extended an additional week to April 24, 2020.

A total of six (6) responsive bids were received by the District as summarized below:

Company	Total Bid Amount
Black/Hall Construction	\$1,948,841
Katch Environmental, Inc.	\$2,029,011
Klassen Corporation	\$2,033,844
Proffitt Construction, Inc.	\$2,099,900
JTS Construction	\$2,162,500
S.C. Anderson, Inc.	\$2,248,000

As a result of the above information, staff is recommending the Board accept the bids and award the project to Black/Hall Construction. The following documents are attached for reference:

1. Bid tabulation summary.
2. Construction Agreement.

Kern Delta Water District 501 Taft Highway Bakersfield, CA 93307 (661) 834-4656 Bid Opening: 4/17/2020, 10:30 AM - District Office PROJECT: ADMINISTRATION BUILDING ADDITION		Black / Hall Construction 147 Kern Street Taft, CA 93268 661-763-3818 License: 860638	Katch Environmental, Inc. 4972 E. Pontiac Way Fresno, CA 93727 559-292-6653 License: 933096	Klassen Corporation 2021 Westwind Drive Bakersfield, CA 93301 661-324-3000 License: 350573	Proffitt Construction, Inc. 4241 E. Brundage Lane Bakersfield, CA 93307 661-588-0552 License: 609030	James E. Thompson, Inc. dba JTS Construction PO Box 41765 Bakersfield, CA 93384 661-835-9270 License: 701750 - B, A, C8, C10	S.C. Anderson, Inc. 11109 River Run Blvd., Suite 200 Bakersfield, CA 93311 661-392-7000 License: 441769
Item No.	Item	Total Price	Total Price	Total Price	Total Price	Total Price	Total Price
1	General Requirements	\$ 98,000	\$ 153,543	\$ 318,334	\$ 146,567.65	\$ 181,500	\$ 433,587
2	Site Construction	\$ 283,000	\$ 307,733	\$ 286,562	\$ 387,517.62	\$ 302,000	\$ 392,391
3	Concrete	\$ 162,084	\$ 100,471	\$ 138,822	\$ 84,528.66	\$ 154,000	\$ 65,925
4	Masonry	\$ 71,800	\$ 70,525	\$ 61,670	\$ 71,172.20	\$ 78,000	\$ 62,160
5	Metals	\$ 45,000	\$ 24,933	\$ 21,153	\$ 23,243.87	\$ 26,000	\$ 21,153
6	Wood and Plastic	\$ 247,600	\$ 334,180	\$ 250,215	\$ 312,286.29	\$ 258,000	\$ 278,895
7	Thermal and Moisture Protection	\$ 79,600	\$ 116,421	\$ 122,000	\$ 114,735.91	\$ 120,000	\$ 106,915
8	Doors and Windows	\$ 81,500	\$ 111,538	\$ 64,422	\$ 80,765.12	\$ 97,000	\$ 60,990
9	Finishes	\$ 351,841	\$ 373,783	\$ 351,010	\$ 384,535.35	\$ 375,000	\$ 363,542
10	Specialties	\$ 46,345	\$ 16,748	\$ 8,539	\$ 13,094.94	\$ 26,000	\$ 15,539
11	Equipment	\$ 1	\$ -	\$ -	\$ -	\$ -	\$ -
12	Furnishings	\$ 1	\$ -	\$ 8,400	\$ -	\$ -	\$ -
13	Special Construction	\$ 1	\$ -	\$ -	\$ -	\$ -	\$ -
14	Conveying Systems	\$ 1	\$ -	\$ -	\$ -	\$ -	\$ -
15	Mechanical	\$ 107,215	\$ 101,990	\$ 100,000	\$ 107,186.85	\$ 112,000	\$ 82,844
16	Plumbing	\$ 106,000	\$ 149,730	\$ 99,394	\$ 120,763.08	\$ 139,000	\$ 113,300
17	Electrical	\$ 232,000	\$ 161,991	\$ 184,000	\$ 250,205.93	\$ 260,000	\$ 184,633
18	Building and Site Security	\$ 36,850	\$ 5,425	\$ 19,323	\$ 3,296.54	\$ 34,000	\$ 66,126
Total Bid Schedule (Items 1 Through 18)		\$ 1,948,839	\$ 2,029,011	\$ 2,033,844	\$ 2,099,900.01	\$ 2,162,500	\$ 2,248,000
*Mathematical Error. Corrected amount shown above. Bid document amount shown this line		\$ 1,948,841			\$ 2,099,900.00		

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Item No.	Item	Total Price	Total Price	Total Price	Total Price	Total Price	Total Price
DIVISION OF WORK OR TRADE		SUBCONTRACTOR	SUBCONTRACTOR	SUBCONTRACTOR	SUBCONTRACTOR	SUBCONTRACTOR	SUBCONTRACTOR
	Building Demolition	Kroker Inc.	Kroker Inc.	Kroker Inc.	Kroker Inc.	Nagle Earthworks	Kroker Inc.
	Site Demolition / Earthwork / Asphalt	Nagle Earthworks	DCS, Inc.	Reddig Engineering	Reddig Engineering	Nagle Earthworks	Browns Construction
	Site Concrete	Terry Bedford	Terry Bedford	Terry Bedford	Medford Construction	Central California Construction	Medford Construction
	Masonry	DW Langdon Masonry	DW Langdon Masonry	Rios Masonry	DL Masonry	Rios Masonry	Ed Johnston Construction
	Acoustical Ceiling	Wells Acoustics	Western Building Materials	Wells Acoustics	CJM Jr. Suspended Ceiling	The Sound Control	The Sound Control
	Structural Steel	Medford Construction	Alley's Welding		Medford Construction	Alley's Welding	Medford Construction
	Cabinets & Tops	S&H Plastics	Freemont Millwork Co.		C&W Custom Cabinets	S&H Plastics	Freemont Millwork Co.
	Ceramic Tile	Parker Tile	Michael Flooring, Inc.		Parker Tile	Parker Tile	Michael Flooring, Inc.
	Window Covering	DJM Drapery			R&D Interiors		
	Flooring	San Joaquin Interiors		Metro Floors	San Joaquin Interiors	San Joaquin Interiors	Metro Floors
	Glass & Glazing	A.V. Sosa	Visalia Window Co.				
	HVAC	ACS Mechanical	MCS Mechanical	Holder's AC & Heating	ACS Mechanical	Starace Mechanical	Holder's AC & Heating
	Roofing / Misc. Sheet Metal	Midstate Sheet Metal	Midstate Sheet Metal	Garcia Roofing	Mid State Sheet Metal	Mid State Sheet Metal	Mid State Sheet Metal
	Plumbing	Taft Plumbing	Goode Plumbing	LB Gonzales	Independent Mechanical	Co-Opp Plumbing	LB Gonzales
	Fire Line / Septic	Reddig Engineering		Reddig Engineering	Reddig Engineering	Reddig Engineering	Reddig Engineering
	Electrical	Bronco Electric	ASB Electric	ASB Electric	Bronco Electric	Bronco Electric	ASB Electric
	Electrical Data / Communications	Gold Coast Electric			Gold Coast Electric	Gold Coast Electric	Gold Coast Electric
	Rough Carpentry	Meyers Constructors	Valhalla Construction	Meyers Construction	Central Valley Commercial	Meyers Constructors	Meyers Constructors
	Insulation	BDI	Superior Stucco	BDI	BDI	Broken Drum of Bakersfield	Broken Drum of Bakersfield
	Painting	Elite Painting	W.B. Saleh Co.			Elite Painting	Elite Painting
	Landscaping	American Hydro-Tech	American Hydro-Tech	LDI	American Hydro-Tech	American Hydro-Tech	American Hydro-Tech
	Fire Sprinklers	Best Fire Protection	Best Fire Protection	Control Fire	Best Fire Protection	Best Fire Protection	Best Fire Protection
	Metal Studs	CA Retail Builders			CA Retail Builders		CA Retail Builders
	Drywall Plaster	CA Retail Builders	CA Retail Builders	CA Retail Builders	CA Retail Builders	CA Retail Builders	CA Retail Builders
	Door Hardware Installation		Rap Construction		Kern Glass	Crown Construction	
	Door Hardware Supplier		Erdman Door & Specialty				
	Toilet Accessories		Shelco Industries		Stumbaugh & Associates		
	Roof Insulation		Garcia Roofing				
	Asphalt Paving		Kern Asphalt		Burtch Construction	Nagle Earthworks	Kern Asphalt
	Metal Fabrication		Medfor Construction				
	Architectural Woodwork		C&W Custom Cabinets				
	Storefront			Visalia Window	Action Glass	Action Glass	Action Glass
	Survey				H&H Surveying	H&H Surveying	
	SWPPP				Jahn Engineering		
	Concrete SOG / Cast in Place				Central California Construction	Central California Construction	Central California Construction
	Solid Surface Tops				Hudson Tile		
	Roofing - TPO				Mid State Sheet Metal		
	Final Clean				Gridiron Services		
	Chainlink Fence					San Joaquin Fence	
	Stucco					CA Retail Builders	
	Security System					ADT Commercial	
	EIFS						CA Retail Builders

AGREEMENT NUMBER _____

THIS AGREEMENT, made and entered into by and between the KERN DELTA WATER DISTRICT, hereinafter referred to as "OWNER" and BLACK/HALL CONSTRUCTION, INC., a corporation under the laws of the state of California, hereinafter referred to as "CONTRACTOR."

OWNER and CONTRACTOR agree as follows:

- (1) SCOPE OF WORK: CONTRACTOR will furnish all materials and will perform all of the work for the construction of

ADMINISTRATION BUILDING ADDITION

in accordance with the plans and specifications and other contract documents therefor.

- (2) TIME FOR COMPLETION: The work shall be completed within 195 CONSECUTIVE CALENDAR DAYS, from and after the date of Notice to Proceed as set forth in the Supplement to General Provisions. Time is of the essence, and forfeiture due to delay will be assessed as provided for in the General Provisions.
- (3) CONTRACT SUM: OWNER will pay CONTRACTOR in accordance with the prices shown in the Bid Form.
- (4) PAYMENTS: Monthly progress payments and the final payment will be made in accordance with the General Provisions as modified by the Special Provisions. The filing of the notice of completion by OWNER shall be preceded by acceptance of the work made only by an action of the Governing Body of OWNER in session.
- (5) COMPLIANCE WITH PUBLIC CONTRACTS LAW: OWNER is a public agency in the State of California and is subject to the provisions of law relating to public contracts. It is agreed that all provisions of law applicable to public contracts are a part of this contract to the same extent as though set forth herein and will be complied with by CONTRACTOR.
- (6) CONTRACTOR'S REPRESENTATIONS: In order to induce OWNER to enter into this Agreement, CONTRACTOR makes the following representations:
- (a) CONTRACTOR has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents;
 - (b) CONTRACTOR has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work;
 - (c) CONTRACTOR is familiar with and is satisfied as to all federal, state, and local laws and regulations that may affect cost, progress, and performance of the Work;
 - (d) CONTRACTOR has carefully studied all reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or

relating to existing surface and subsurface structures at or contiguous to the Site (except underground facilities) which have been identified in the Supplementary Conditions as provided in the General Provisions;

- (e) CONTRACTOR has obtained and carefully studied (or assumes responsibility for having done so) any additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and underground facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods techniques, sequences, and procedures of construction to be employed by CONTRACTOR, including applying the specific means, methods, techniques, sequences, and procedures of construction, if any, expressly required by the Contract Documents to be employed by CONTRACTOR, and safety precautions and programs incident thereof;
 - (f) CONTRACTOR does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract times, and in accordance with the other terms and conditions of the Contract Documents;
 - (g) CONTRACTOR is aware of the general nature of work to be performed by OWNER and others at the Site that relates to the Work as indicated in the Contract Documents;
 - (h) CONTRACTOR has correlated the information known to CONTRACTOR, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data within the Contract Documents;
 - (i) CONTRACTOR has given ARCHITECT written notice of all conflicts, errors, ambiguities, or discrepancies that CONTRACTOR has discovered in the Contract Documents, and the written resolution thereof by ARCHITECT is acceptable to CONTRACTOR; and
 - (j) The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- (7) ACCOUNTING RECORDS: CONTRACTOR shall check all materials, equipment, and labor entering into the Work and shall keep such full and detailed accounts as may be necessary for proper financial management under this Agreement, and the accounting methods shall be satisfactory to OWNER. OWNER shall be afforded access to all Contractor's records, books, correspondence, instructions, drawings, receipts, vouchers, memoranda, and similar data relating to the cost of the Work and CONTRACTOR'S fee. CONTRACTOR shall preserve all such documents for a period of three years after the final payment by OWNER.
- (8) CONTRACT DOCUMENTS: The complete contract includes and incorporates all of the following Contract Documents: Notice Inviting Sealed Proposals (Bids), Bid Form, Agreement, Bid Bond, Performance Bond, Payment Bond, CONTRACTOR'S Certificate Regarding Workers' Compensation, Certificate of Insurance (Workers' Compensation and

Employers' Liability), Insurance Endorsement (Workers' Compensation and Employers' Liability), Certificate of Insurance (Liability), Insurance Endorsement (Liability), Certificate of Insurance (Builders' Risk "All Risk"), Insurance Endorsement (Builders' Risk "All Risk"), Certificate of Insurance (Earthquake and Flood), Insurance Endorsement (Earthquake and Flood), General Provisions, Special Provisions, Standard Specifications, Drawings, Plans, and also any supplements or addenda thereto.

- (9) SUCCESSOR AND ASSIGNS: OWNER and CONTRACTOR each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.
- (10) PROMPT PAYMENT: As required by California law, the provisions of California Public Contract Code Section 20104.50, regarding prompt payment to contractors, are hereby incorporated in their entirety.

This Agreement is executed by the OWNER pursuant to an action of its Governing Body in session on _____, 2020, authorizing the same, and CONTRACTOR has caused this Agreement to be duly executed. The effective date will be the last date of execution by the parties.

“OWNER”
KERN DELTA WATER DISTRICT

“CONTRACTOR”
BLACK/HALL CONSTRUCTION INC.

By _____
L. MARK MULKAY
GENERAL MANAGER

By _____
(Authorized Representative of Contractor)

Title _____

Dated: _____

Dated: _____

(Seal if Corporation)

(Attach Acknowledgment for Authorized Representative of CONTRACTOR)

CERTIFICATE OF CONTRACTOR

I, _____, certify that I am a/the _____ [specify corporate office, e.g., secretary] in the entity named as CONTRACTOR in the foregoing contract.

I hereby expressly certify that the name of the entity to which I am associated is _____; that this entity is in good standing and has complied with all applicable laws and regulations, and that I have been expressly authorized by the proper parties in this entity to execute this contract on behalf of the above-named entity.

ATTEST:

Name _____
(Please Type)

Title _____

On _____ before me, _____,
(Insert name and title of officer)
personally appeared _____,

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary Public (Notary Seal)

END OF SECTION

The agreement references and incorporates by reference all related plans, specification, reports, and all documents listed below. For the sake of brevity, said documents are not included as part of the agenda packet, but are available for review at the District Office.

SECTION 001000	NOTICE INVITING SEALED PROPOSALS (BIDS)
SECTION 004100	BID FORM
SECTION 006110	BID BOND
SECTION 006111	PERFORMANCE BOND
SECTION 006112	PAYMENT BOND
SECTION 006220	CONTRACTOR'S CERTIFICATE REGARDING WORKERS' COMPENSATION
SECTION 006221	WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY CERTIFICATE OF INSURANCE
SECTION 006222	WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE ENDORSEMENT
SECTION 006223	LIABILITY INSURANCE CERTIFICATE OF INSURANCE
SECTION 006224	LIABILITY INSURANCE ENDORSEMENT
SECTION 006225	BUILDERS' RISK "ALL RISK" CERTIFICATE OF INSURANCE
SECTION 006226	BUILDERS' RISK "ALL RISK" INSURANCE ENDORSEMENT
SECTION 006227	EARTHQUAKE AND FLOOD CERTIFICATE OF INSURANCE
SECTION 006228	EARTHQUAKE AND FLOOD INSURANCE ENDORSEMENT
SECTION 007000	GENERAL PROVISIONS
SECTION 007300	SUPPLEMENT TO GENERAL PROVISIONS
SECTION 012000	MEASUREMENT AND PAYMENT
SECTION 013216	CPM CONSTRUCTION SCHEDULE REQUIREMENTS