

**COUNTY OF SAN LUIS OBISPO BOARD OF SUPERVISORS
AGENDA ITEM TRANSMITTAL**

(1) DEPARTMENT General Services		(2) MEETING DATE July 18, 2006		(3) CONTACT/PHONE Duane P. Leib 805-781-5200		dgs
(4) SUBJECT Acceptance of bid results and award of a construction contract to construct new T-Hangars at the San Luis Obispo County Regional Airport.						
(5) SUMMARY OF REQUEST General Services requests your Board accept the bid results & award a construction contract to construct new T-Hangars to the second lowest bidder and relieve the low bidder of their bid due to clerical error.						
(6) RECOMMENDED ACTION General Services requests your Board accept bid results and (a) Award a construction contract to Nunno Corporation Ltd in the amount of \$3,336,647 for: SLO Airport-Construct T-Hangars #330002 & instruct the Chair of the Board to sign the corresponding agreement; and (b) Authorize the relief of Rarig Construction and return of bid bond due to clerical error.						
(7) FUNDING SOURCE(S) CALTrans Aeronautical Division Loan: \$4,734,200		(8) CURRENT YEAR COST Total Project Cost: \$4,734,200 Construction Contract: \$3,336,647		(9) ANNUAL COST N/A		(10) BUDGETED? <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes <input type="checkbox"/> N/A
(11) OTHER AGENCY/ADVISORY GROUP INVOLVEMENT (LIST): County Counsel, CALTrans Aeronautical Division, County Debt Advisory Committee						
(12) WILL REQUEST REQUIRE ADDITIONAL STAFF? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes, How Many? _____ <input type="checkbox"/> Permanent _____ <input type="checkbox"/> Limited Term _____ <input type="checkbox"/> Contract _____ <input type="checkbox"/> Temporary Help _____						
(13) SUPERVISOR DISTRICT(S) <input type="checkbox"/> 1st, <input type="checkbox"/> 2nd, <input checked="" type="checkbox"/> 3rd, <input type="checkbox"/> 4th, <input type="checkbox"/> 5th, <input type="checkbox"/> All			(14) LOCATION MAP <input checked="" type="checkbox"/> Attached <input type="checkbox"/> N/A		(15) Maddy Act Appointments Signed-off by Clerk of the Board	
(16) AGENDA PLACEMENT <input checked="" type="checkbox"/> Consent <input type="checkbox"/> Hearing (Time Est. _____) <input type="checkbox"/> Presentation <input type="checkbox"/> Board Business (Time Est. _____)			(17) EXECUTED DOCUMENTS <input type="checkbox"/> Resolutions (Orig + 4 copies) <input type="checkbox"/> Contracts (Orig + 4 copies) <input type="checkbox"/> Ordinances (Orig + 4 copies) <input checked="" type="checkbox"/> N/A			
(18) NEED EXTRA EXECUTED COPIES? <input type="checkbox"/> Number: _____ <input type="checkbox"/> Attached <input checked="" type="checkbox"/> N/A			(19) APPROPRIATION TRANSFER REQUIRED? <input type="checkbox"/> Submitted <input type="checkbox"/> 4/5th's Vote Required <input checked="" type="checkbox"/> N/A			
(20) OUTLINE AGREEMENT REQUISITION NUMBER (OAR) 0019000243			(21) W-9 <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes		(22) Agenda Item History <input type="checkbox"/> N/A Date - August 23, 2005; December 13, 2005; May 23, 2006	
(23) ADMINISTRATIVE OFFICE REVIEW 						

7-18-06
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COUNTY OF SAN LUIS OBISPO

department of general services

COUNTY GOVERNMENT CENTER • SAN LUIS OBISPO, CALIFORNIA 93408 • (805) 781-5200

DUANE P. LEIB, DIRECTOR

TO: BOARD OF SUPERVISORS

**FROM: *D. Leib*
DUANE P. LEIB, GENERAL SERVICES DIRECTOR**

DATE: JULY 18, 2006

**SUBJECT: ACCEPTANCE OF BID RESULTS AND AWARD OF CONSTRUCTION
CONTRACT FOR: SAN LUIS OBISPO AIRPORT - CONSTRUCT T-HANGARS
#330002**

RECOMMENDATION

General Services recommends your Board accept the results of the bid opening and award a construction contract to the lowest responsive bidder, Nunno Corporation Ltd. of Paso Robles, in the amount of \$3,336,647 and direct the Chair of the Board to sign the corresponding Agreement; and authorize the relief of Rarig Construction and return of bid bond due to clerical error.

DISCUSSION

Continuing the development at the San Luis Obispo County Regional Airport, this contract will provide 65 T-Hangars of three different sizes as depicted in the December 1998 Airport Master Plan, and the Airport Master Plan Update, accepted by your Board on January 25, 2005. These new T-Hangars will replace the aged WWII vintage hangars and make way for the new passenger terminal.

The construction estimate prepared by the design consultant Mead & Hunt amounted to \$3,838,000. Two bids were received at the bid opening on May 23, 2006. Rarig Construction of San Luis Obispo submitted a bid of \$2,482,296 and subsequently requested relief from their bid and return of their bid bond due to clerical error per section 5100 - 5110 of the California State Public Contract Code. General Services and County Counsel reviewed their request and recommends your Board grant their request. The lowest responsive bid, therefore was submitted by Nunno Corporation Ltd. of Paso Robles in the amount of \$3,309,647. The Airports Division recommends accepting one bid alternate to add electrically operated hangar doors on the largest hangars in the amount of \$27,000 for a total contract amount of \$3,336,647. General Services confirmed that Nunno Corporation Ltd. is properly licensed to perform the contract.

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OTHER AGENCY INVOLVEMENT/IMPACT

County Counsel reviewed the construction contract for form and legal effect, and reviewed Rarig Construction's request for relief from bid. The CALTrans Aeronautical Division provided a low interest loan with County Debt Advisory Committee Approval.

FINANCIAL CONSIDERATIONS

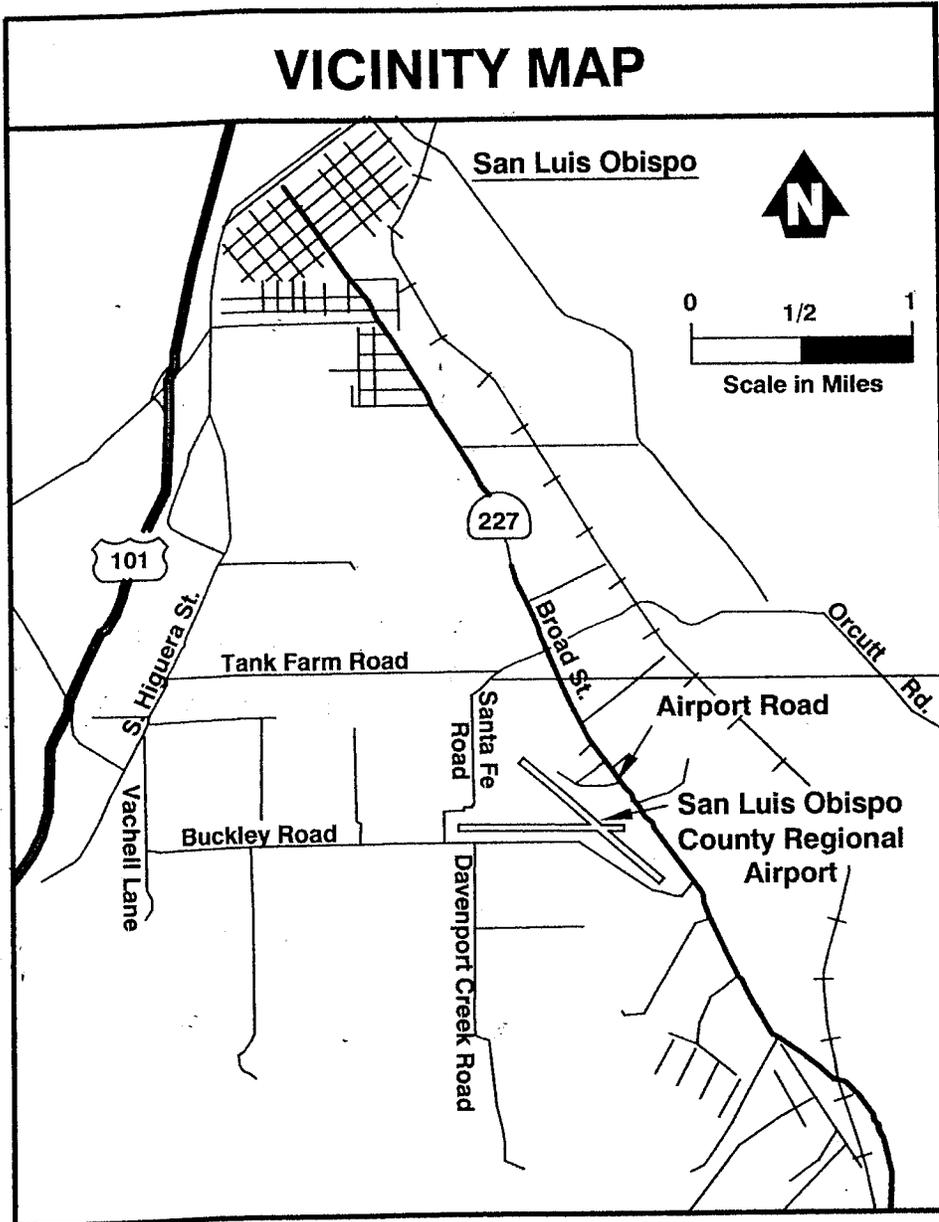
Funding for this contract is provided by a low interest loan from the California Department of Transportation (CALTrans) Aeronautical Division in the amount of \$4,734,200. Appropriations in the amount of \$4,734,200 are included in the Fiscal Year 2005-2006 Assets Under Construction (AUC) Budget. Acceptance of this loan was recommended by the County Debt Advisory Committee and approved by your Board on August 23, 2005. The loan proceeds are now available to the Airports Division. The total project cost is estimated to be \$4,597,036. The construction contract in the amount of \$3,336,647 will be fully funded by this loan. The loan will be repaid with hangar rents. Commitments and deposits for all 65 hangar spaces have been received.

RESULTS

This construction will result in 65 new T-hangars providing greatly improved facilities, safety, and functionality for the general aviation community. This construction will also provide the airport's ability to demolish aged hangars, creating more land area and safety separation for the proposed new passenger terminal.

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VICINITY MAP



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SECTION 00500

AGREEMENT

THIS IS AN AGREEMENT made and entered into this _____ day of _____, 2006, by and between the County of San Luis Obispo, a political subdivision and one of the counties of the State of California, hereinafter referred to as "County", and:

1. Corporation: **Nunno Corporation Limited**
a corporation organized and existing under the laws of the State
of **California**

hereinafter referred to as "Contractor". In consideration of the mutual covenants, conditions, promises, and agreements herein contained, the County and Contractor hereby mutually covenant and agree as follows:

ARTICLE 1 - SCOPE OF WORK:

Said Contractor agrees to furnish all tools, equipment, apparatus, facilities, expendable equipment, utility and transportation services, and labor and materials necessary to perform and complete in a workmanlike manner, and in strict accordance with the Contract Documents, (defined in Article 6 herein) the Work of: **SLO Airport- Construct T-Hangars, #330002**, in the County of San Luis Obispo, State of California, as called for in the drawings and specifications adopted by the County, which said drawings and specifications are identified by the signature of the parties of this Agreement. It is understood and agreed that said tools, equipment, apparatus, facilities, expendable equipment, utility and transportation services, labor and materials shall be furnished, and said Work performed and completed as required in said Contract Documents, and subject to the approval of the County and the County's duly authorized representatives.

ARTICLE 2 - TIME OF COMPLETION:

The Work shall be commenced within Ten (10) calendar days from date of the County's "Notice to Proceed", and shall be fully completed no later than One hundred eighty (180) calendar days from and after the aforementioned date. Time is of the essence in this Contract.

ARTICLE 3 - CONTRACT PRICE:

The County will pay the Contractor in current funds for the full and complete performance of this Contract, subject to any additions or deductions as provided in the Contract Documents, the sum of:

Base Bid - Three Million Three Hundred Nine Thousand Six Hundred Forty Seven Dollars (\$3,309,647.00)

Alternate Bid Item No. 1 - Twenty Seven Thousand Dollars (\$27,000).

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ARTICLE 4 - DELAYS:

If, after the Work has been substantially completed, full completion thereof is materially delayed through no fault of Contractor, and the General Services Director so certifies, the County shall, without terminating this Contract, make payment of the balance due for that portion of the Work completed and accepted. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

ARTICLE 5 - ACCEPTANCE OF FINAL PAYMENT AS RELEASE:

The acceptance by the Contractor of final payment shall be and shall operate as a release to the County of all claims and all liability to the Contractor for all things done or furnished in connection with this Work and for every act and neglect of the County and others relating to or arising out of this Work. No payment, however, final or otherwise, shall operate to release the Contractor or its sureties from any obligations under this Contract or the Performance and Payment Bond.

ARTICLE 6 - CONTRACT DOCUMENTS:

The complete Contract between the parties hereto shall consist of the following identified documents herein referred to as the Contract Documents: Invitation to Bidders, Instructions for Bidders, Information for Bidders, Bid Form, Supplements to Bid Form, Agreement, Bond Requirements and Bond Forms, Insurance and Guarantees, General Conditions, Special Federal Requirements (only if included), Specifications, Soils Reports and attached supplemental information, Drawings, any Addenda, executed Change Orders and Modifications. The Contract shall include all labor, materials, equipment, expendable equipment, utility and transportation services, and any other services necessary for the proper execution of the Work.

ARTICLE 7 - LAW AND VENUE:

This Agreement has been executed and delivered in the State of California and the validity, enforceability and interpretation of any of the clauses of this Agreement shall be determined and governed by the laws of the State of California. The duties and obligations of the parties created hereunder are performable in SAN LUIS OBISPO COUNTY and such COUNTY shall be the venue for any action of proceeding that may be brought or arise out of, in connection with or by reason of this Agreement.

ARTICLE 8 - CONFLICTS OF INTERESTS:

No official of the County who is authorized on behalf of the County to negotiate, make, accept, or approve, or to take part in negotiating, making, accepting, or approving any architectural, engineering, inspection, construction, or material supply contract or any subcontract in connection with the construction of the project, shall become directly or indirectly interested personally in this Contract or in any part thereof. No officer, employee, architect, attorney, engineer, or inspector of or for the County who is

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authorized on behalf of the County to exercise any executive, supervisory or other similar function in connection with the construction of the project shall become directly or indirectly interested personally in this Contract or in any part thereof.

//

Nothing follows except signatures

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

COUNTY:

APPROVAL RECOMMENDED:



Duane P. Leib, General Services
Director

COUNTY OF SAN LUIS OBISPO
a public entity in the State of California

By: _____
Chair of the Board of Supervisors

Approved by Board Action on
_____, 2006

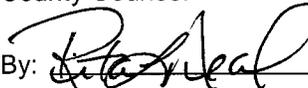
ATTEST:

Clerk of the Board of Supervisors

By: _____
Deputy Clerk

APPROVED AS TO FORM:

JAMES B. LINDHOLM, JR.
County Counsel

By:  _____
Deputy County Counsel

CONTRACTOR:

Nunno Corporation Limited
(Full Business Name)

General Building Contractor
(Type of Business Print or Type)

P.O. Box 368
(Business Address)
Paso Robles, CA 93447
(City, State, Zip Code)

By:  _____
(Signature)

Alan R. Lewis, Vice President
(Name, Official Title)

(805) 238-6801
(Area Code, Telephone)

456351
Contractors License Number
Classification -**B**

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CORPORATE CERTIFICATE

I, Karen Russell, certify that I am the Secretary of the Corporation named as Contractor in the foregoing Contract; that Alan R. Lewis who signed said Contract on behalf of the Contractor, was then Vice President of said Corporation; that said Contract was duly signed for and in behalf of said corporation by authority of its governing body and is within the scope of its corporate powers.

(Corporate Seal)



Karen Russell
(Secretary)

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SUMMARY OF BIDS OPENED IN PUBLIC MEETING ON June 22, 2006, AT 3:15 P.M.

1055 Monterey Street D120, San Luis Obispo, CA 93408

COUNTY ESTIMATE \$3,838,000⁰⁰

For: San Luis Obispo County Regional Airport-Construct T-Hangers #330002

Name & Address of Bidder	Amount of Bid	Addendum (list # Acknowledged)	Bid Guarantee		
			Bond	Check	Cash
1. Fluid Resource Management Inc. 4115 Broad Street Ste.B-5 San Luis Obispo, CA 93401		- was a city bid withdrawn	X		
1.2 Nunno Corporation, LTD. PO Box 368 Paso Robles CA 93447	3,309,647 ⁻	1, 2, 3	X		
2.8 Rarig Construction Inc. 4540 Broad Street San Luis Obispo, Ca 93401	2,482,296 ⁻	1, 2, 3	X		
4					
5					
6					
7					
8					

ALTERNATES

Bidder	1	2	3	4	5	6
1. Nunno Corp.	+ 27,000 ⁻	+ 46,150 ⁻				
2. Rarig Const.	+ 34,188 ⁻	+ 30,293 ⁻				
3.						
4.						
5.						
6.						
7.						
8.						

Opened by Catrina Christensen, Deputy Clerk of the Board, in the presence of [Signature]

General Services; [Signature], Deputy County Counsel; and [Signature] witness(es).

Referred to General Services or checking and report to the Board of Supervisors on a later date
Original bids attached to General Services copy of Summary and delivered this date June 22, 2006

[Signature]
Deputy Clerk-Recorder

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