



*Daniel Woldesenbet, Ph.D., P.E., Director*

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January 14, 2021

The Honorable Board of Supervisors  
County Administration Building  
1221 Oak Street  
Oakland, CA 94612

**SUBJECT:** ACCEPT BID AND AWARD PROCUREMENT CONTRACT NO. 21657 TO BAY CONSTRUCTION CO., FOR THE FUEL SYSTEM UPGRADES AT TWO PUMP STATIONS, HAYWARD AND LAKE MERRITT, ALAMEDA COUNTY, CALIFORNIA; ZONE 12 PROJECT; SPECIFICATION NO. FC 00-03; IN THE AMOUNT OF \$646,000.

Dear Board Members:

**RECOMMENDATION:**

- A. Accept the bid and award Procurement Contract No. 21657 to Bay Construction Co., (Yong Kay, President; Location: Pleasanton), in the amount of \$646,000.00, based on the unit prices stated in its bid proposal for the project, the Fuel System Upgrades at Two Pump Stations, Hayward and Lake Merritt, Alameda County, California; Zone Nos. 3A and 12 Project; Specification No. FC - 00-03;
- B. Authorize the President of the Board to sign the contract subject to review and approval as to form by County Counsel, of said work to be completed within one hundred fifty (150) working days from the date of receipt of the Notice to Proceed; and submit the executed copy to the Clerk of the Board for filing; and
- C. Approve the encumbrance of an additional \$64,600.00, as a Supplemental Work Allowance (SWA) for a total encumbered amount of \$710,600.00 for the project, and authorize the Director of Public Works to approve contract changes as necessary against the SWA.

**SUMMARY/DISCUSSION:**

Your Board previously approved this project for advertisement on 11/3/20. The project consists, in general, of removal and replacement of a fuel oil day tank at each of two pump stations as well as associated appurtenances including fuel tank piping, fuel tank controls, fuel tank pumps, structural supports and associated electrical modifications. Work generally is to take place indoors with the exception of trenching and installation of piping within the sidewalk and other previously disturbed areas at the Lake Merritt Pump Station site.

**SELECTION CRITERIA AND PROCESS:**

The project was advertised in accordance with established Construction Outreach Program procedures, which include:

- Advertisement in seven (7) general publications and eight (8) trade or minority publications;
- Posting of contract documents in 23 Plan Rooms and/or trade organizations;
- A pre-bid conference was held for interested contractors, with attendance at the conference required for all general contractors, and encouraged for subcontractors. The conference was attended by eight (8) contractors.

On 12/2/20, Two (2) bid was received and opened. Table 1 shows an abstract of the bids received in response to the authorized advertisement. The bids will be forwarded to you under separate cover.

**Table 1: Abstract of Bids**

<b>Contractor</b>	<b>Location</b>	<b>MBE Participation (15%) Goal</b>	<b>WBE Participation (5%) Goal</b>	<b>Bid Amount</b>
Bay Construction Co.	Oakland	0.0%	65.9%	\$646,000.00
CIC	Hayward	0.2%	5.0%	\$729,721.00

The bids were reviewed by Public Works Agency staff and found to be in order. The low bidder, Bay Construction Company Co., has complied with the County's Construction Compliance, achieving 0.0% MBE and 65.9% WBE participation, with documentation of its good faith efforts. It is recommended that the contract be awarded to Bay Construction Co. The prime contractor and its subcontractors will be required to utilize the County's Compliance System to ensure labor and business utilization compliance.

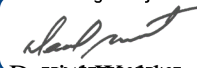
**FINANCING:**

Funding for this contract is included in the Public Works Agency's Fiscal Year 2020-21 Approved Budget. There will be no impact to the County General Fund, and no increase in net County cost as a result of this action.

**VISION 2026 GOAL:**

Construction of this flood control project helps advance the 10x goal of **Accessible Infrastructure** by enduring that this portion of control infrastructure meets the highest safety standards which will ultimately help us achieve our shared visions of **Safe and Livable Communities** and **Thriving and Resilient Populations**.

Yours truly,  
DocuSigned by:



Daniel Wollesenbet, Ph.D., P.E.  
Director of Public Works

DW/jc

c: Auditor-Controller's Office

Clerk of the Board  
County Counsel

The Alameda County Flood Control and Water Conservation District, a political subdivision of the State of California, acting by and through its Board of Supervisors, hereinafter called DISTRICT, and BAY CONSTRUCTION CO., hereinafter called CONTRACTOR, hereby agree as follows:

1. It has been determined by the Board of Supervisors of DISTRICT that it is necessary to secure all labor, material, equipment, mechanical workmanship, transportation and services for accomplishment of the project described as follows:

**THE FUEL SYSTEM UPGRADES AT TWO PUMP STATIONS, HAYWARD AND LAKE MERRITT,  
ALAMEDA COUNTY, CALIFORNIA**

2. The plans, specifications, and CONTRACTOR'S bid proposal for the total bid price of \$646,000 said figure for the purpose of comparing bids only, exact payment for the job to be based on the unit prices, as stated in CONTRACTOR'S bid proposal, submitted December 2, 2020, for the aforesaid project, now on file in the office of the Clerk of the Board of Supervisors and the DISTRICT Construction Department, are hereby referred to as a more definite and distinct description of the work to be performed under this contract, and are hereby made a part of this contract the same as though fully set forth herein.

3. CONTRACTOR agrees and contracts with DISTRICT to commence and complete the work of the aforesaid project in a skillful and substantial manner to the satisfaction of DISTRICT in accordance with the plans and specifications for the project at the prices as set forth in CONTRACTOR'S bid proposal and within the time limit established by the contract specifications.

4. CONTRACTOR agrees that said CONTRACTOR and all pertinent subcontractors employed on the project will pay all employees involved in the work not less than the prevailing rate of per diem wages for the day, legal holiday, and overtime work as set forth within the appropriate General Prevailing Wage Determinations made by the Director of Industrial Relations, State of California, in accordance with Section 1770 of the Labor Code of the State of California. Said wage determinations are on file with the DISTRICT General Manager.

5. Sections 1725.5, 1775, 1776, and 1777.5 of the Labor Code apply to this contract. Section 1725.5 sets forth the responsibility of CONTRACTOR to be currently registered with the Department of Industrial Relations and qualified to perform public work. Section 1775 covers penalties to be assessed CONTRACTOR for failure to pay prevailing wage rates; Section 1776 sets forth the responsibility of CONTRACTOR to insure maintenance of accurate payroll records for both CONTRACTOR and any pertinent subcontractors; Section 1777.5 covers the employment of properly registered apprentices, and places the responsibility for compliance with this Section with CONTRACTOR for all apprenticeable occupations.

6. In accordance with Part 7, Chapter 1, Article 3 of the Labor Code, (a) eight hours labor constitutes a legal day's work; (b) work performed by employees of CONTRACTOR or pertinent subcontractors in excess of eight hours per day, and forty hours during any one week, shall be permitted upon compensation for all hours worked in excess of eight hours per day at a rate not less than one and one-half times the basic rate of pay; and (c) CONTRACTOR shall pay twenty-five dollars (\$25.00) each calendar day to DISTRICT for each worker employed in the execution of the contract by CONTRACTOR or by any pertinent subcontractor where such worker or workers are required or permitted to work more than eight hours in any one calendar day and forty hours in any one calendar week in violation of said Article 3 of the Labor Code.

7. In accordance with Section 1861 of the Labor Code, CONTRACTOR hereby furnishes the following certification: "I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract."

IN WITNESS WHEREOF, the parties hereto have caused this contract to be executed by their respective authorized officers as of the date set forth below.

Date: 3/9/2021

Bay Construction Co.

ALAMEDA COUNTY FLOOD CONTROL & WATER CONSERVATION DISTRICT

By: [Signature]  
Printed Yong KAY  
Address

By: [Signature]  
President, Board of Supervisors

4026 Martin Luther King Jr. Way  
Oakland, CA 94609  
Phone: (510) 658-7225  
Fax: (510) 658-4890

Approved as to Form  
Donna Ziegler, County Counsel

License #: 593411  
Classification: A, B, C27, C33

By: [Signature]  
Deputy

Taxpayer  
ID#: 943102890

I hereby certify under penalty of perjury that the President of the Board of Supervisors was duly authorized to execute this document on behalf of the Alameda County Flood Control and Water Conservation District by a majority vote of the Board on February 9, 2021; and that a copy has been delivered to the President as provided by Government Code Section 25103.

Date: 02/25/21 3/9/2021

ATTEST: \_\_\_\_\_

Clerk of the Board of Supervisors

BY: [Signature]  
Deputy

## ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California  
County of Alameda

On February 25<sup>th</sup>, 2021 before me, Todd P. Connors, Notary Public  
(insert name and title of the officer)

personally appeared YONK Kay,  
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  (Seal)

