

THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS
ACTION AGENDA SUMMARY

DEPT: Chief Executive Office

BOARD AGENDA # B-7

Urgent _____ Routine X

AGENDA DATE February 6, 2001

CEO Concur with Recommendation YES dit NO _____
(Information Attached)

4/5 Vote Required YES _____ NO X

SUBJECT: APPROVAL TO AWARD A CONTRACT FOR THE BUILDING CONSTRUCTION AND REMODEL AT THE STANISLAUS RECOVERY CENTER TO DIEDE CONSTRUCTION AND RELATED ITEMS.

STAFF
RECOMMEN-
DATIONS:

1. AWARD THE CONTRACT FOR BUILDING CONSTRUCTION AND REMODELING AT THE STANISLAUS RECOVERY CENTER TO THE LOW BIDDER, DIEDE CONSTRUCTION COMPANY, FOR THE BASE BID PLUS ALTERNATES 2, 3, 4, AND 6 IN THE AMOUNT OF \$2,107,000.
2. AUTHORIZE THE PROJECT MANAGER TO SIGN THE CONTRACT ON BEHALF OF THE BOARD, AND TO ISSUE THE NOTICE TO PROCEED UPON APPROVAL OF BONDS AND INSURANCE.
3. AUTHORIZE THE CHIEF EXECUTIVE OFFICER TO NEGOTIATE AND SIGN CONTRACTS FOR QUALITY CONTROL INSPECTION SERVICES FOR AN AMOUNT NOT TO EXCEED \$14,209.

FISCAL
IMPACT:

On December 14, 1999, the Board of Supervisors of Stanislaus County approved \$2,700,000 for the renovation of the Stanislaus Recovery Center. An additional \$300,000 is available for furniture through the Mental Health budget. The budget included \$2,107,000 for the construction contract, and the low bid plus additive alternates is \$2,107,000. Attached is a copy of the Project Cost Report.

BOARD ACTION

No. 2001-88

On motion of Supervisor Simon, Seconded by Supervisor Blom,
and approved by the following vote,

Ayes: Supervisors: Blom, Simon, Caruso, and Chair Paul

Noes: Supervisors: None

Excused or Absent: Supervisors: Mayfield

Abstaining: Supervisor: None

1) X Approved as recommended

2) _____ Denied

3) _____ Approved as amended

Motion:

Christine Caruso

File No.

APPROVAL TO AWARD A CONTRACT FOR THE BUILDING CONSTRUCTION AND REMODEL AT THE STANISLAUS RECOVERY CENTER TO DIEDE CONSTRUCTION AND RELATED ITEMS
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DISCUSSION: On December 14, 1999, the Board of Supervisors approved the bid documents and authorized the staff to proceed with the procurement of bids for the Stanislaus County Recovery Center Building Construction and Remodeling. The bid date was set for January 24, 2001. Three bids were received and evaluated in a blind-bid process. The bids ranged from a low base bid of \$1,920,000 to a high of \$2,159,000.

After review and evaluation, the Review Team recommended awarding the contract and alternates as follows:

Low Base Bid	\$1,920,000
Alternate 3, Paint all exterior painted surfaces of existing Perinatal and Adult Treatment Buildings	\$32,000
Alternate 4, Paint all interior painted surfaces in certain locations within the Adult Treatment Building . . .	\$43,000
Alternate 5, Repair the parking lots	\$100,000
Alternate 6, Install underground communication conduit from the Adult Treatment Building to the School Modulars	\$12,000
 Total Contract	 \$2,107,000

Additional funding will be provided by a transfer from SBHC of \$11,180 from their Furniture Budget; and Stanislaus County Office of Education (SCOE) will pay for Alternate 6, \$12,000. These funds along with the amount available for construction, \$2,083,820, total \$2,107,000.

Speciality inspections will be required to check the quality of work. Quality control inspectors will be required to insure compliance with the contract documents. The Board is requested to authorize the Chief Executive Officer to negotiate and sign quality control inspection contracts in an amount not to exceed \$14,209.00.

In summary, it is recommended that the Board of Supervisors approve proceeding with the Stanislaus County Recovery Center by awarding the Building Construction and Remodeling contract to Diede Construction in the amount of \$1,207,000, and authorize negotiation and execution of quality control contracts for the project.

The construction will be complete in July and occupancy is expected in August.

POLICY ISSUE: This project seeks to further the Board of Supervisors' stated goals and priorities of a safe and healthy community.

APPROVAL TO AWARD A CONTRACT FOR THE BUILDING CONSTRUCTION AND REMODEL AT THE
STANISLAUS RECOVERY CENTER TO DIEDE CONSTRUCTION AND RELATED ITEMS
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STAFFING

IMPACT: The staffing impact will not be affected.

PROJECT COST REPORT

	DESCRIPTION	REVISED BUDGET	ACTUAL CONTRACTUAL COMMITMENTS			FORECAST COMMITMENT		COST	FORECAST
			ORIGINAL CONTRACT	CHANGES TO DATE	CURRENT CONTRACT	PENDING CHANGES	COST AT COMPLETION	To Date Nov-00	(OVER)/UNDER BUDGET
1000	DESIGNERS & CONSULTANTS								
64220 01.	Arch & Engr Fees	\$ 234,591	\$231,367		\$231,367	\$39,535	\$270,902	\$105,199	\$36,311
02.	Other Design Consultants (Acoustics, Lighting, etc)	\$ 0			\$0		\$0	\$0	\$0
	Landscape Design Support (Ron Polhemus)	\$ -	\$4,000		\$4,000		\$4,000	\$0	\$4,000
64100 03.	Environmental Consulting Services	\$ 6,000			\$0		\$6,000	\$0	\$0
04.	Environmental Impact Reports	\$ -			\$0		\$0	\$0	\$0
64150 05.	Code Required Testing Firms	\$ 10,209			\$0		\$10,209	\$0	\$0
64800 06.	Construction Manager	\$ 120,000	\$119,200		\$119,200	\$0	\$119,200	\$82,860	(\$800)
64210 07.	Inspectors	\$ 14,209			\$0		\$14,209	\$0	\$0
08.	Geotechnical Services	\$ -			\$0		\$0	\$0	\$0
09.	Surveys	\$ -			\$0		\$0	\$0	\$0
	Subtotal Design & Consultant	\$ 385,010	\$354,567	\$0	\$354,567	\$39,535	\$424,520	\$168,059	\$39,511
2000	CONSTRUCTION & EQUIPMENT								
01.	Infrastructure (Streets & Traffic, Utility Service)	\$ -			\$0		\$0	\$0	\$0
67230 02.	Utility Connections (Fees Charged by Utility Companies)	\$ 10,000			\$0		\$10,000	\$0	\$0
03.	Pollution And Toxic Cleanup	\$ -			\$0		\$0	\$0	\$0
80340 04.	Fencing	\$ 50,000			\$0	(\$50,000)	\$0	\$0	(\$50,000)
80300 05.	Structures & Improvements	\$ 1,399,894	\$2,107,000		\$2,107,000	(\$10,875)	\$2,096,125	\$0	\$696,431
80350	Adult Annex	\$ 540,000			\$0	(\$540,000)	\$0	\$0	(\$540,000)
	Clean Facility and Remove Certain Items (Coit)	\$ -	\$10,875		\$10,875		\$10,875	\$0	\$10,875
	Adolescent Day Treatment	\$ -			\$0		\$0	\$0	\$0
	Adult Annex	\$ -			\$0		\$0	\$0	\$0
06.	Furniture, Fixtures, & Equip	\$ 327,000			\$0	(\$28,282)	\$298,718	\$0	(\$28,282)
07.	Signage & Graphics	\$ -			\$0		\$0	\$0	\$0
82570 08.	Data & Communication	\$ 78,000			\$0	(\$78,000)	\$0	\$0	(\$78,000)
80570 09.	Design & Construction Contingency	\$ 97,046			\$0		\$97,046	\$0	\$0
	Subtotal Constr & Equipment	\$ 2,501,740	\$2,117,875	\$0	\$2,117,875	(\$707,157)	\$2,512,764	\$0	\$11,024
3000	PERMITS & FEES								
62400 02.	Building Permits	\$ 10,000			\$0		\$10,000	\$0	\$0
62600	Owner Contingency	\$ 42,251			\$0	(\$39,535)	\$2,716	\$1,063	(\$39,535)
62630	Outside Printing	\$ -			\$0		\$0	\$5,834	\$0
63640 03.	Legal Fees	\$ 15,000			\$0		\$15,000	\$415	\$0
73511 04.	Gov't Funded Auditors Dept	\$ 20,000			\$0		\$20,000	\$27	\$0
73512 05.	Gov't Fund Bill Purch Agent	\$ 10,000			\$0		\$10,000	\$0	\$0
63470 07.	Other Contract Expenses	\$ 15,000			\$0		\$15,000	\$0	\$0
	Subtotal Permits & Fees	\$ 112,251	\$0	\$0	\$0	(\$39,535)	\$72,716	\$7,338	(\$39,535)
	LAND ACQUISITION								
01.	Site Selection	\$ -			\$0		\$0	\$0	\$0
02.	Real Estate Assessment	\$ -			\$0		\$0	\$0	\$0
03.	Surveys & Investigations	\$ -			\$0		\$0	\$0	\$0
04.	Land Costs	\$ -			\$0		\$0	\$0	\$0
05.	Professional Fees	\$ -			\$0		\$0	\$0	\$0
06.	Site Clearing & Preparation	\$ -			\$0		\$0	\$0	\$0
	Subtotal Land Acquisition	\$ -	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	TOTAL EXPENDITURES	\$ 2,999,000	\$2,472,442	\$0	\$2,472,442	(\$707,157)	\$3,010,000	\$175,397	\$11,000

Stanislaus County Office Of Education Will Fund \$12,000 For Phone Service To their Facilities

Stanislaus Capital Projects
850 10th Street, Modesto, CA 95354
Phone: (209) 558-4100 FAX: (209) 558-4078

TRANSMITTAL

TO: Cutchall Inspection
4449 S. Carpenter Road Space A6
Modesto, CA 95358

SUBJECT: STANISLAUS CAPITAL PROJECTS

DATE: 3/1/01

We are sending you X attached under separate cover the following material:

- | | | |
|---|---------------------------------------|--|
| <input type="checkbox"/> Shop Drawings | <input type="checkbox"/> Change Order | <input type="checkbox"/> Specifications |
| <input type="checkbox"/> Copy of Letter | <input type="checkbox"/> Plans | <input type="checkbox"/> Computer Printout |
| <input type="checkbox"/> Prints | <input type="checkbox"/> Samples | <input type="checkbox"/> Updates |

COPIES	DATE	DESCRIPTION
1		Fully-executed Contract for Inspection Services
1		Work Authorization No. 1, Stanislaus County Juvenile Hall Fire Protection Upgrade and Electronic Surveillance Upgrade
1		Work Authorization No. 2, Stanislaus County Recovery Center

REMARKS:

For your records.

Note to Board: Work Authorization No. 1 was approved October 10, 2000, as board Agenda Item B-2.
Work Authorization No. 2 was approved February 6, 2001, as board Agenda Item B-7.

COPIES: Patricia Hill Thomas (Under Separate Cover)
Lily Farriester, Board (Original + Copy)
Terry Rein (Copy)
File X 2.1.1 (008)
File X 5.6.6
File AR 5.6.7
File AJ 5.6.7.3

SIGNED: 
Don H. Phemister

**AGREEMENT
FOR
INSPECTION SERVICES**

This Agreement is made and entered into by and between the County of Stanislaus ("County") and Cutchall Inspection Service ("Inspector"), on October 10, 2000 ("Agreement").

INTRODUCTION

WHEREAS, the County has a need for inspection services for the County's capital projects;
and

WHEREAS, Inspector is specially trained, experienced and competent to perform and has agreed to provide such services;

NOW, THEREFORE, in consideration of the mutual promises, covenants, terms and conditions hereinafter contained, the parties hereby agree as follows:

- 1 SCOPE OF WORK. The Inspector shall provide to the County inspection services for the County's capital projects in accordance with the Scope of Work described in Exhibit A attached hereto and in accordance with work orders which are or will be attached hereto and incorporated herein by this reference ("Work Orders").
- 2 SCHEDULE. Services and work provided by the Inspector shall be performed in a timely manner in accordance with approved Work Orders and as directed by the County's Construction Manager.
- 3 TERM.
 - 3.1 The term of this Agreement shall be from the date of approval of this Agreement until terminated as set forth below.
 - 3.1.1 Should either party default in the performance of this Agreement or materially breach any of its provisions, the other party, at that party's option, may terminate this Agreement by giving written notification to the other party of the default, and the defaulting party shall have 10 days to cure any such default.
 - 3.1.2 The County may terminate this agreement upon 10 days prior written notice. Termination of this Agreement shall not affect the County's obligation to pay

for all services actually performed by Inspector in accordance with the terms of this Agreement.

3.2 The County shall have the option, in its sole and exclusive discretion, to terminate this Agreement on the occurrence of the sale of Inspector's business.

4 OWNERSHIP OF RECORDS. All documents and drawings prepared or produced by the Inspector under this Agreement are the property of the County.

5 COMPLIANCE WITH LAWS AND REGULATIONS. The Inspector shall provide services and work under this Agreement consistent with the requirements and standards established by applicable federal, state and County laws, ordinances, regulations and resolutions. The Inspector represents and warrants that it will perform its work in accordance with generally accepted industry standards and practices for the work required under this agreement that are in effect at the time of performance of this Agreement.

6 PERSONNEL. It is understood that Lester Cutchall, Sr. will be providing inspection services for this Project. Lester Cutchall, Sr. will be available to the County on an on-call basis to provide inspection services through the duration of this Agreement unless the County approves that another inspector provide inspection services.

7 USE OF SUBCONTRACTORS. If the Inspector deems it appropriate to employ a Inspector, expert or investigator in connection with the performance of the services under this Agreement, the Inspector will so advise the County and seek the County's prior approval of such employment. Any Inspector, expert or investigator employed by the Inspector will be the agent or employee of the Inspector, and not the County.

8 CONSIDERATION.

8.1 Throughout the term of this Agreement, the Inspector shall be compensated at the rate of \$70.25 per hour; and special inspectors retained by Inspector (with the prior approval of the County) shall be compensated at the rate of \$65.00 per hour.

8.2 The Inspector shall not exceed the contract limit set forth on each Work Order.

8.3 The compensation to be paid to Inspector shall be for all labor, material, transportation, insurance, subcontractors and services required under this Agreement.

8.4 Except as expressly provided in this Agreement, Inspector shall not be entitled to nor receive from County any additional consideration, compensation, salary, wages or other type of remuneration for services rendered under this Agreement, including, but not limited to, meals, lodging, transportation, drawings, renderings or mockups. Specifically, Inspector shall not be entitled by virtue of this Agreement to

consideration in the form of overtime, insurance, health insurance benefits, retirement benefits, disability retirement benefits, sick leave, vacation time, paid holidays or other paid leaves of absence of any type or kind whatsoever.

8.5 The Inspector shall provide the County with a monthly statement, as services warrant, of fees earned and costs incurred for services provided during the billing period, which the County shall pay within 30 days of the date each invoice is approved by the County. The statement shall generally describe the services performed, the applicable rate or rates, the basis for the calculation of fees, the balance due on the statement, and the balance of funds available under this contract, after subtracting amounts paid to date. All invoices for services provided shall be forwarded in the same manner and to the same person and address that is provided for service of notices herein.

8.6 County will not withhold any Federal or State income taxes or Social Security tax from any payments made by County to Inspector under the terms and conditions of this Agreement. Payment of all taxes and other assessments on such sums is the sole responsibility of Inspector. County has no responsibility or liability for payment of Inspector's taxes or assessments.

9 **REQUIRED LICENSES, CERTIFICATES AND PERMITS.** Any licenses, certificates or permits required by the federal, state, county or municipal governments for Inspector to provide the services and work described in Exhibit A must be procured by Inspector and be valid at the time Inspector enters into this Agreement. Further, during the term of this Agreement, Inspector must maintain such licenses, certificates and permits in full force and effect. Licenses, certificates and permits may include but are not limited to driver's licenses, professional licenses or certificates and business licenses. Such licenses, certificates and permits will be procured and maintained in force by Inspector at no expense to the County.

10 **OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC.** The County will provide office space and telephone service as necessary for Inspector to provide the services under this Agreement.

11 **INSURANCE.** Inspector shall take out, and maintain during the life of this Agreement, insurance policies with coverage at least as broad as follows:

11.1 General Liability Insurance. General Liability Insurance with an additional insured endorsement naming the County, its Board, officers, employees and agents as additional insureds, with limits of no less than One Million Dollars (\$1 Million Dollars) combined single limit per occurrence for bodily injury including personal injury and property damage.

11.2 Automobile Liability Insurance. If the Inspector or the Inspector's officers, employees, agents, representatives or subcontractors utilize a motor vehicle in

performing any of the work or services under this Agreement, owned/non-owned automobile liability insurance providing combined single limits covering bodily injury and property damage with limits of no less than Three Hundred Thousand Dollars (\$300,000) per incident or occurrence.

- 11.3 Professional Liability Insurance. Professional errors and omissions (malpractice) liability insurance with limits of no less than One Million Dollars (\$1,000,000) aggregate. If the policy is a "claims made" policy, such professional liability insurance shall be continued for a period of no less than one year following completion of the Inspector's work under this Agreement.
- 11.4 Workers' Compensation Insurance. Workers' Compensation insurance as required by the California Labor Code. In signing this contract, the Inspector certifies under section 1861 of the Labor Code that the Inspector is aware of the provisions of section 3700 of the Labor Code which requires every employer to be insured against liability for workmen's compensation or to undertake self-insurance in accordance with the provisions of that code, and that the Inspector will comply with such provisions before commencing the performance of the work of this Agreement.
- 11.5 Deductibles. Any deductibles, self-insured retentions or named insureds must be declared in writing and approved by County. At the option of the County, either: (a) the insurer shall reduce or eliminate such deductibles, self-insured retentions or named insureds, or (b) the Inspector shall provide a bond, cash, letter of credit, guaranty or other security satisfactory to the County guaranteeing payment of the self-insured retention or deductible and payment of any and all costs, losses, related investigations, claim administration and defense expenses.
- 11.6 Additional Insured Endorsement. The County, its officers, agents and employees shall be named as additional insured by separate endorsement on Inspector's general liability insurance policy.
- 11.7 Waiver of Right of Subrogation. For Workers' Compensation insurance, the insurance carrier shall waive all rights of subrogation against the County, its officers, agents and employees for losses arising from the performance of or the omission to perform any term or condition of this Agreement.
- 11.8 Inspector's Insurance is Primary. The Inspector's insurance coverage shall be primary insurance regarding the County and County's officers, officials and employees. Any insurance or self-insurance maintained by the County or County's officers, officials and employees shall be excess of the Inspector's insurance and shall not contribute with Inspector's insurance.

- 11.9 Notice to be Provided In the Event of Cancellation of Insurance. Each insurance policy required by this section shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party except after thirty (30) days' prior written notice has been given to County. The Inspector shall promptly notify, or cause the insurance carrier to promptly notify, the County of any change in the insurance policy or policies required under this Agreement, including, without limitation, any reduction in coverage or in limits of the required policy or policies.
- 11.10 Minimum Rating Requirements. Insurance is to be placed with United States domestic admitted insurers with a current rating by Best's Key Rating Guide acceptable to the County. California admitted insurers (licensed to do business in California) with a rating of at least A-:VII shall be acceptable to the County; lesser ratings must be approved in writing by the County prior to the commencement of work under this Agreement.
- 11.11 Subcontractors shall Maintain Same Levels of Insurance. Inspector shall require that all of its subcontractors are subject to the insurance and indemnity requirements stated herein, or shall include all subcontractors as additional named insureds under its insurance policies.
- 11.12 Certificates of Insurance. At least ten (10) days prior to the date the Inspector begins performance of its obligations under this Agreement, Inspector shall furnish County with certificates of insurance and with original endorsements effecting coverage required by this Agreement, including, without limitation, those effecting coverage for subcontractors of the Inspector. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements shall be received and, in County's sole and absolute discretion, approved by County. County reserves the right to require complete copies of all required insurance policies and endorsements, at any time.
- 11.13 Miscellaneous. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the County or its officers, officials and employees. The Inspector's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

12 DEFENSE AND INDEMNIFICATION

- 12.1 Inspector shall defend, indemnify and hold harmless the County and its agents, officers and employees from and against all claims, damages, losses, judgments, liabilities, expenses and other costs, including litigation costs and attorney fees, arising out of or resulting from the negligent performance of this Agreement or any willful misconduct by Inspector, or its officers, employees, agents or subcontractors.

- 12.2 Inspector's obligation to defend, indemnify and hold the County and its agents, officers and employees harmless under the provisions of this paragraph is not limited to or restricted by any requirement in this Agreement for Inspector to procure and maintain a policy of insurance.
- 12.3 To the extent permitted by law, the County shall defend, indemnify and hold harmless Inspector from and against all claims, damages, losses, judgments, liabilities, expenses and other costs, including litigation costs and attorney's fees, arising out of or resulting from the active negligence or wrongful acts of County.
- 12.4 Inspector shall not be responsible for liability caused by the presence or release of hazardous substances or contaminants at the site, unless the release results from the negligence of Inspector, its employees or its subcontractors. At no time shall title to hazardous substances, solid wastes, petroleum contaminated soils or other regulated substances pass to Inspector, nor shall any provision of this Agreement be interpreted to permit or obligate Inspector to assume the status of "generator," "owner," "operator," "transporter," or "treatment, storage or disposal facility" under state or federal law.

13 STATUS OF INSPECTOR

- 13.1 All acts of Inspector and its officers, employees, agents, representatives, subcontractors and all others acting on behalf of Inspector relating to the performance of this Agreement, shall be performed as an independent contractors.
- 13.2 At all times during the term of this Agreement, the Inspector and its officers, employees, agents, representatives or subcontractors are, and shall represent and conduct themselves as independent contractors and not employees of County.
- 13.3 Inspector shall determine the method, details and means of performing the work and services to be provided by Inspector under this Agreement. Inspector shall be responsible to County only for the requirements and results specified in this Agreement and, except as expressly provided in this Agreement, shall not be subjected to County's control with respect to the physical action or activities of Inspector in fulfillment of this Agreement. Inspector has control over the manner and means of performing the services under this Agreement.
- 13.4 If in the performance of this Agreement any third persons are employed by Inspector, such persons shall be entirely and exclusively under the direction, supervision and control of Inspector. All terms of employment including hours, wages, working conditions, discipline, hiring and discharging or any other term of employment or requirements of law shall be determined by the Inspector.

- 13.5 Inspector must issue W-2 forms or other forms as required by law for income and employment tax purposes for all of Inspector's assigned personnel under the terms and conditions of this Agreement.
- 13.6 As an independent contractor, Inspector hereby indemnifies and holds County harmless from any and all claims that may be made against County based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.
- 14 RECORDS AND AUDIT. Inspector shall prepare and provide all writings, documents and records prepared or compiled in connection with the performance of this Agreement to the Construction Manager or the County.
- 15 NONDISCRIMINATION. During the performance of this Agreement, Inspector and its officers, employees, agents, representatives or subcontractors shall not unlawfully discriminate in violation of any federal, state or local law, rule or regulation against any employee, applicant for employment or person receiving services under this Agreement because of race, religion, color, national origin, ancestry, physical or mental handicap, medical condition, marital status, age, political affiliation or sex. Inspector and its officers, employees, agents, representatives or subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code, sections 12900, et seq.) and the applicable regulations promulgated thereunder in the California Code of Regulations. Inspector shall also abide by the Federal Civil Rights Act of 1964 (P.L. 88-352) and all amendments thereto and all administrative rules and regulations issued pursuant to said act. Inspector further agrees to abide by the County's nondiscrimination policy.
- 16 ASSIGNMENT. This is an agreement for the services of Inspector. County has relied upon the skills, knowledge, experience and training of Inspector and the Inspector's firm, associates and employees as an inducement to enter into this Agreement. Inspector shall not assign or subcontract this Agreement without the express written consent of County. Further, Inspector shall not assign any monies due or to become due under this Agreement without the prior written consent of County.
- 17 WAIVER OF DEFAULT. Waiver of any default by either party to this Agreement shall not be deemed to be waiver of any subsequent default. Waiver or breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach, and shall not be construed to be a modification of the terms of this Agreement unless this Agreement is modified as provided below.
- 18 NOTICE. Any notice, communication, amendment, addition or deletion to this Agreement, including change of address of either party during the term of this Agreement, which Inspector or County shall be required or may desire to make shall be in writing and may be personally served or, alternatively, sent by prepaid first class mail to the respective parties as follows:

To County: County of Stanislaus
Chief Executive Office
Attention: Patricia Hill Thomas
1010 10th Street, Suite 6800
Modesto, CA 95354

To Inspector: Cutchall Inspection Service
4449 South Carpenter Road A-6
Modesto, CA 95358
537-5498

- 19 CONFLICTS. Inspector shall abide by the Conflict of Interest laws and regulations applicable to the County. To avoid the appearance of impropriety, Consultant agrees to neither seek or accept directly or indirectly a gift or favor with a value in excess of \$25.00 in connection with the performance of Consultant's work on a County project.
- 20 SEVERABILITY. If any portion of this Agreement or application thereof to any person or circumstance shall be declared invalid by a court of competent jurisdiction or if it is found in contravention of any federal, state or County statute, ordinance or regulation the remaining provisions of this Agreement or the application thereof shall not be invalidated thereby and shall remain in full force and effect to the extent that the provisions of this Agreement are severable.
- 21 AMENDMENT. This Agreement may be modified, amended, changed, added to or subtracted from by the mutual consent of the parties hereto if such amendment or change is in written form and executed with the same formalities as this Agreement and attached to the original Agreement to maintain continuity.
- 22 INTEGRATION. This Agreement supersedes any and all other agreements, either oral or in writing, between any of the parties herein with respect to the subject matter hereof and contains all the agreements between the parties with respect to such matter. Each party acknowledges that no representations, inducements, promises or agreements, oral or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement or promise not contained in this Agreement shall be valid or binding.
- 23 CONSTRUCTION. Headings or captions to the provisions of this Agreement are solely for the convenience of the parties, are not part of this Agreement, and shall not be used to interpret or determine the validity of this Agreement. Any ambiguity in this Agreement shall not be construed against the drafter, but rather the terms and provisions hereof shall be given a reasonable interpretation as if both parties had in fact drafted this Agreement.
- 24 GOVERNING LAW AND VENUE. This Agreement shall be deemed to be made under, and shall be governed by and construed in accordance with, the laws of the State of

California. Any action brought to enforce the terms or provisions of this Agreement shall have venue in the County of Stanislaus, State of California.

IN WITNESS WHEREOF, the parties have executed this Agreement in duplicate on the day and year first hereinabove written.

INSPECTOR

[Signature]
By.

Telephone: 209 537-5498

Fax: _____

Taxpayer ID

#: 190-28-3530

THE COUNTY OF STANISLAUS

Patricia Hill Thomas

Patricia Hill Thomas
Stanislaus County
Asst. Chief Executive Officer
1010 10th Street, Suite 6800
Modesto, CA 95354
(209)525-6333 (telephone)
(209)525-4033 (facsimile)

Approved as to form:

Michael H. Krausnick

Michael H. Krausnick, County Counsel

EXHIBIT A.

SCOPE OF WORK

The Inspector will provide on-site code and quality assurance inspection of work, as directed by the Construction Manager, to include:

- 1 Observes and examines all phases of construction, on or off site, to ensure compliance with the contract documents.
- 2 Observes and reports to the Construction Manager significant developments relating to compliance with the contract documents, schedule, payment issues, and safety.
- 3 Inspects construction work and incoming materials and equipment, in the field and at the source, to determine compliance with project documents.
- 4 Monitors contractor performance and promptly reports potential problems to the Construction Manager that may affect cost, safety, schedule or quality of the work performed.
- 5 Prepares daily reports, field memoranda, and noncompliance reports.
- 6 Endeavors to assist in events requiring special documentation to mitigate claims from contractors.
- 7 Cooperates in an orderly progression of work by facilitating the exchange of necessary information among the Construction Manager, A/E, contractor and/or building inspection officials.
- 8 Provides coordination of testing agency and of other code inspections;
- 9 Reviews and comments on Requests for Information (RFI) in consultation with the Construction Manager;
- 10 Reviews and comments on shop drawings in consultation with the Construction Manager;
- 11 Reviews and makes recommendations on the percentage of completion for pay requests and inspect stored materials;
- 12 Attends progress meetings as requested;
- 13 Attends Quality Control meetings as requested;

- 14 Advises the Construction Manager upon the issuance of non-compliance orders, punch list items and sign off upon resolution;
- 15 Manages substantial completion inspections, punch list items and sign off on corrections;
- 16 Maintains an adequate inspection system and perform such inspections as will ensure that the work conforms to the project's contract documents;
- 17 Maintains complete inspection records and make them available to the Owner;
- 18 Provide services in accordance with the Specification Sections from the Division 1 of Contract Documents for each project, including
 - a. Section 01400, Quality Control
 - b. Section 01410, Testing

WORK AUTHORIZATION FOR INSPECTION SERVICES

No. 1

- 1 This Work Authorization is entered into as of October 10, 2000, in accordance with the terms and conditions of that agreement between County and Inspector dated October 10, 2000, which is incorporated by reference herein.
- 2 Description of Services: Provide Inspection Services for the Stanislaus County Juvenile Hall Fire Sprinkler Construction Project and Stanislaus County Juvenile Hall Electronic Security Upgrade Project
- 3 Hourly Rate for Inspector \$70.25
Hourly Rate for Special Inspector: \$65.00
- 4 Schedule of Performance: The Inspector agrees to provide on-call inspection services as directed by the County's Construction Manager. Each call-out will be for a minimum of four hours of inspection work for the Juvenile Justice Projects identified herein or other County projects.
- 5 NOT TO EXCEED: \$8,500
- 6 Funding Source(s): Juvenile Hall (Fund/Org #2044/006110)
- 7 Board of Supervisors Approval Date: October 10, 2000; Board Agenda Item: B-2.

Dated: 2/22/01

Patricia Ann Thomas
Stanislaus County

Lester L. Cutchall, Sr.
Lester L. Cutchall, Sr.

WORK AUTHORIZATION FOR INSPECTION SERVICES

No. 2

- 1 This Work Authorization is entered into as of February 6, 2001, in accordance with the terms
and conditions of that Agreement between County and Inspector dated October 10, 2000,
which is incorporated by reference herein.
- 2 Description of Services: Provide Inspection Services for the Stanislaus County Recovery
Center Project
- 3 Hourly Rate for Inspector \$70.25
Hourly Rate for Special Inspector: \$65.00
- 4 Schedule of Performance: The Inspector agrees to provide on-call inspection services as
directed by the County's Construction Manager. Each call-out will be for a minimum of four
hours of inspection work for the Recovery Center Project or other County projects.
- 5 NOT TO EXCEED: \$14,209
- 6 Funding Source(s): Recovery Center Project (Fund/Org #2082/6110)
- 7 Board of Supervisors Approval Date: February 6, 2001; Board Agenda Item: B-7.

Dated: 2/22/01

Patricia H. Moma
Stanislaus County

Lester L. Cutchall, Sr.
Lester L. Cutchall, Sr.

Stanislaus Capital Projects
850 10th Street, Modesto, CA 95354
Phone: (209) 558-4100 FAX: (209) 558-4078

BOARD OF SUPERVISORS
TRANSMITTAL

2001 MAR 21 P 2:29

TO: Steven L. Diede
Diede Construction, Inc.
11780 North Hwy. 99 Frontage Road
Lodi, California 95240

SUBJECT: STANISLAUS COUNTY RECOVERY CENTER

DATE: 3/20/2001

We are sending you X attached under separate cover the following material:

<u> </u> Shop Drawings	<u> </u> Change Order	<u> </u> Specifications
<u> </u> Copy of Letter	<u> </u> Plans	<u> </u> Computer Printout
<u> </u> Prints	<u> </u> Samples	<u> </u> Updates

COPIES	DATE	DESCRIPTION
1		Fully-executed Contract for Building Construction and Remodeling For the Stanislaus Recovery Center

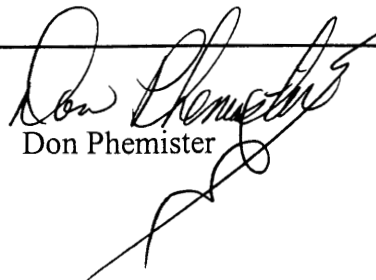
REMARKS:

For your records.

Note to Board: Approved by Board of Supervisors on February 6, 2001, as Item B.7.

COPIES: Patricia Hill Thomas (Original)
Lily Farriester, Board (Original + Copy)
Terry Rein (Copy)
Marlene Jackson, Auditor (Copy)
File AR 2.1.1 (178)
File ER 2.2

SIGNED:


Don Phemister

STANISLAUS COUNTY GENERAL CONSTRUCTION CONTRACT

DATED: FEBRUARY 6, 2001

PARTIES: OWNER: County of Stanislaus
1010 10th Street
Modesto, California 95354

CONTRACTOR: Diede Construction, Inc.
11780 North Hwy. 99 Frontage Road
Lodi, CA 95240

THE WORK: Building Construction and Remodeling for the
Stanislaus Recovery Center
Ceres, California

CONSTRUCTION MANAGER: O'Brien Kreitzberg
850 10th Street
Modesto, California 95354

THE OWNER AND THE CONTRACTOR AGREE THAT:

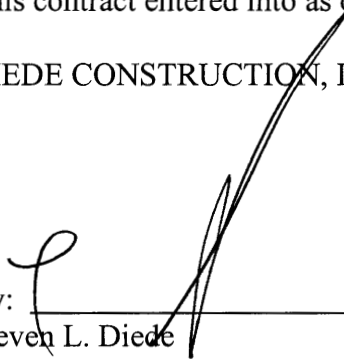
1. **The Contract Documents.** The complete contract consists of the following documents:
 - Invitation to Bid
 - General Conditions and Supplemental General Conditions
 - Addenda 1 through 5
 - Approved Alternates 3, 4, 5, and 6
 - Accepted Bid
 - Insurance and Bonds
2. **The Work.** The Contractor shall perform all construction work required by the Contract Documents.
3. **Time for Completion.** All work under this contract shall be completed within one hundred fifty (150) calendar days starting the first working day following receipt from the Owner of the Notice to Proceed.
4. **Contract Price.** The Owner shall pay, in full payment for the work, the amount of Two Million One Hundred Seven Thousand Dollars (\$2,107,000) subject to additions and deductions as provided in the Contract Documents.

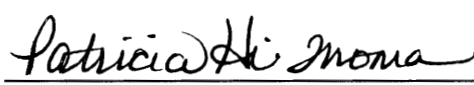
5. **Liquidated Damages.** Liquidated damages shall be Two Hundred Fifty Dollars (\$250) per calendar day.
6. **Additional Provisions.** (See General Conditions.)

This contract entered into as of the date first written above.

DIEDE CONSTRUCTION, INC.

COUNTY OF STANISLAUS
REAGAN M. WILSON
Chief Executive Officer

By: 
Steven L. Diede

By: 
Patricia Hill Thomas
Assistant Executive Officer

Title President

APPROVED AS TO FORM:

Licensed in accordance with an act providing
providing Registration of Contractor's
License No. 632667

MICHAEL H. KRAUSNICK
County Counsel

By: 

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of San Joaquin

On 2-02-01 before me, L. Gretsinger, Notary Public,
DATE NAME, TITLE OF OFFICER - E.G., "JANE DOE, NOTARY PUBLIC"

personally appeared Steven L. Diede,
NAME(S) OF SIGNER(S)

personally known to me - OR - 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.



WITNESS my hand and official seal.

L. Gretsinger
SIGNATURE OF NOTARY

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

- INDIVIDUAL
- CORPORATE OFFICER
- _____ TITLE(S)
- PARTNER(S) LIMITED
- GENERAL
- ATTORNEY-IN-FACT
- TRUSTEE(S)
- GUARDIAN/CONSERVATOR
- OTHER: _____

DESCRIPTION OF ATTACHED DOCUMENT

_____ TITLE OR TYPE OF DOCUMENT

_____ NUMBER OF PAGES

_____ DATE OF DOCUMENT

SIGNER IS REPRESENTING:
NAME OF PERSON(S) OR ENTITY(IES)

_____ SIGNER(S) OTHER THAN NAMED ABOVE

Stanislaus Capital Projects
1010 10th Street, Suite 2300, Modesto, CA 95354
Phone: (209) 525-4380 FAX: (209) 525-4385

TRANSMITTAL

TO: **Paul Bickford**
Diede Construction, Inc.
P.O. Box 1007
Woodbridge, CA 95258-1007

SUBJECT: STANISLAUS COUNTY RECOVERY CENTER

DATE: 12/11/01

We are sending you X attached under separate cover the following material:

<u> </u> Shop Drawings	<u> </u> Change Order	<u> </u> Specifications
<u> </u> Copy of Letter	<u> </u> Plans	<u> </u> Computer Printout
<u> </u> Prints	<u> </u> Samples	<u> </u> Updates

COPIES	DATE	DESCRIPTION
1		Notice of Completion for the Remodel of the Recovery Center

REMARKS:

Attached for your use is a copy of the Notice of Completion for the remodel recorded on November 28, 2001.

COPIES: Patricia Hill Thomas, CEO
Andy Casazza, CEO
Richard Silva, O'Brien Kreitzberg
Jim Kwarts, Auditors
File AR 2.1.1 (385)
File ER 20.5
Lily Farriester, Board (Sent on 1-4-02)

SIGNED.

Ellen Snelling
Ellen Snelling
for

RECORDING REQUESTED BY
AND RETURN TO:

Stanislaus County
Chief Executive Office
Attn:
1010 10th Street, Suite 6800
Modesto, California 95354



Stanislaus County Recorder
JOYCE GOUDIE Co Recorder Office
DOC- 2001-0141463-00
Wednesday, NOV 28, 2001 08:52:38
Ttl Pd \$0.00 Nbr-0000838933
OWP/R2/1-1

NOTICE OF COMPLETION

NOTICE IS HEREBY GIVEN that Stanislaus County, a political subdivision of the State of California ("County"), is the owner of the property located at 1904 Richland Avenue, Ceres, County of Stanislaus, State of California.

The County's address is: Stanislaus County, Chief Executive Office, Attn: Patricia Hill Thomas, 1010 10th Street, Suite 6800, Modesto, CA 95354.

A work of improvement on the Property was completed on July 27, 2001, and accepted by the Stanislaus County Board of Supervisors on November 20, 2001. Said work of improvement consists of Building Remodel on or about the Property.

The name of the Contractor for said work of improvement is: Diede Construction Inc., Lodi, California.

VERIFICATION

I, Pat Paul, declare that I am the Chair of the Board of Supervisors of Stanislaus County, and that the County is the owner of the property described above. I have read the foregoing notice and know the contents thereof, and the same is true of my knowledge. I declare under penalty of perjury that the foregoing is true and correct. Executed this 20th day of November, 2001, at Modesto, California.



Pat Paul
Chair to the Board of Supervisors
of Stanislaus County