

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

DEPT: CHIEF EXECUTIVE OFFICE

BOARD AGENDA # *B-3

Urgent _____ Routine X

AGENDA DATE October 2, 2001

CEO Concurs with Recommendation YES ont NO _____
(Information Attached)

4/5 Vote Required YES _____ NO X

SUBJECT: APPROVAL OF COMPLETION AND ACCEPTANCE OF THE STANISLAUS COUNTY JUVENILE JUSTICE FACILITY, FIRE SPRINKLER UPGRADE CONSTRUCTION PROJECT.

STAFF RECOMMENDATIONS:

1. ACCEPT THE STANISLAUS COUNTY JUVENILE JUSTICE FACILITY FIRE SPRINKLER UPGRADE PROJECT.
2. APPROVE THE FINAL CONTRACT WITH THE CONTRACTOR AS FOLLOWS:

| | |
|------------------------------|-----------------|
| Superior Automatic Sprinkler | |
| Original Contract | \$225,073 |
| Total Change Orders | <u>\$ 3,981</u> |
| Final Contract Cost | \$229,054 |

(Continued Page 2)

FISCAL IMPACT:

The total amount of \$382,800 was budgeted for this Stanislaus County Juvenile Justice Facility Upgrade. The project has been completed within the project budget at a final cost of \$229,054.

BOARD ACTION AS FOLLOWS:

No. 2001-744

On motion of Supervisor Simon, Seconded by Supervisor Blom

and approved by the following vote,

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

Noes: Supervisors: None

Excused or Absent: Supervisors: None

Abstaining: Supervisor: None

1) X Approved as recommended

2) _____ Denied

3) _____ Approved as amended

MOTION:

ATTEST: CHRISTINE FERRARO TALLMAN, Clerk

By: Deputy

Christine Ferraro

File No.

APPROVAL OF COMPLETION AND ACCEPTANCE OF THE STANISLAUS COUNTY JUVENILE JUSTICE FACILITY, FIRE SPRINKLER UPGRADE CONSTRUCTION PROJECT

Page 2

STAFF
RECOMMEN
DATIONS:

- (Cont'd.)
3. AUTHORIZE THE CHAIR OF THE BOARD OF SUPERVISORS, ON BEHALF OF THE BOARD OF SUPERVISORS, AS THE AWARDING AUTHORITY, TO SIGN THE COMPLETION DOCUMENTS.
 4. ACCEPT THE CONTRACT AND AUTHORIZE THE NECESSARY RECORDING OF THE FINAL NOTICE OF COMPLETION AND ALL OTHER NECESSARY CLOSE OUT ACTIVITIES.

DISCUSSION: The Board of Supervisors approved award of the Stanislaus County Juvenile Justice Facility Upgrade Construction Contract to Superior Automatic Sprinkler Company (formally called Safeguard Fire Protection, Inc.). Notice to Proceed was issued on November 7, 2000. The project commenced based on their negotiated contract of \$225,073 and required changes totaling \$3,981, which is 1.8% of the contract amount.

The total Change Order cost of \$3,981 included two changes:

- 1) The first change was to tie in existing sprinkler heads in the Sally Port Booking Area into the new system. Change Order amount was \$627.
- 2) The second Change Order involved Ferrosan. Ferrosan is a new system for locating reinforcing steel in existing concrete. This system is superior to the former system, x-rays. X-rays required all personnel to vacate the immediate area, and x-rays gave only a two (2) dimensional picture. Ferrosan does not require personnel to vacate the area so that, juveniles and staff were not interrupted. Also, Ferrosan gives a three (3) dimensional picture showing depth and location.

Ferrosan is a new system though; neither the Contractor nor the Construction Manager had very good information on the cost of the Ferrosan work. When this contract was negotiated the Construction Manager and Contractor agreed to use an allowance in the contract for the cost of the Ferrosan and to adjust the contract to the actual cost once the work was completed.

The cost for additional Ferrosaning was negotiated at \$3,354.

Contractual completion date was May 5, 2001 and Substantial Completion was achieved April 5, 2001. A complete recapitulation of the project including, record documents, training, O&M's, spare parts, change orders,

APPROVAL OF COMPLETION AND ACCEPTANCE OF THE STANISLAUS COUNTY JUVENILE JUSTICE FACILITY, FIRE SPRINKLER UPGRADE CONSTRUCTION PROJECT

Page 3

warrantee's and testing/start-up can be found in the Project Close Out Report prepared by the Construction Manager.

A Notice of Completion for the project will be filed and recorded with the Stanislaus County Clerk-Recorder. This action will authorize the Chair to sign on behalf of the awarding agency and staff to file necessary Notice of Completion of Capital Projects under the direction of the Chief Executive Office. Final payment will be issued thirty-five (35) days after Notice of Completion as set by State Code.

**POLICY
ISSUES:**

The Board of Supervisors should accept the project on recommendations from the Staff, Project Close Out Report and the Certificate of Completion.

**STAFFING
IMPACT:**

Current staffing impact will not be affected by Final Acceptance of the project.

**RECORDING REQUESTED BY
AND RETURNED TO:**

Stanislaus County
Chief Executive Office
Attn: Patricia Hill Thomas
1010 Tenth Street, Suite 6800
Modesto, CA 95354

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 2215 Blue Gum Avenue, Modesto, California 95358, County of Stanislaus, State of California ("Property").

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

The work on the Property was completed on May 5, 2001 and accepted by the Stanislaus County Board of Supervisors on October 2, 2001. Said work consisted of the Fire Protection Upgrades for Stanislaus County Juvenile Hall located at 2215 Blue Gum Avenue, Modesto, California 95358.

The name of the Contractor for said work of improvement is Superior Automatic Sprinkler Company, 308 Sango Court, Milpitas, CA 95035.

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 2nd day of October 2001, at Modesto, California 95354.



Pat Paul, Chair
Board of Supervisors
County of Stanislaus

Notarization is not required
For recording a Notice of Completion
See Civil Code §3093 and Government Code §27787

STANISLAUS COUNTY

JUVENILE JUSTICE CENTER

EXPANSION

FIRE PROTECTION UPGRADES

PROJECT CLOSE OUT REPORT

STANISLAUS COUNTY

JUVENILE JUSTICE CENTER

EXPANSION

FIRE PROTECTION UPGRADES

PROJECT CLOSE OUT REPORT

| | |
|------------------------------|--------------------------------------|
| Owner: | Stanislaus County |
| Construction Manager: | Stanislaus Capital Projects |
| Contractor: | Superior Automatic Sprinkler Company |
| Designer: | Capital Engineering |
| Date: | October 2, 2001 |

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SECTION I

TIME ANALYSIS SUMMARY

AND

LIQUIDATED DAMAGES

SECTION I: Time Analysis Summary and Liquidated Damages

The Contractor was awarded the Contract for Stanislaus County Juvenile Justice Center Fire Protection Upgrades on November 7, 2000. The original Contract provided a duration of 180 calendar days to complete the project. The Contractor was awarded Substantial Completion on April 5, 2001.

SECTION II

POTENTIAL CLAIMS

SECTION II: Potential Claims

The contract was completed with no potential claims.

SECTION III

CLAIMS AGAINST

the

CONTRACTOR

and

WITHHOLDINGS

SECTION III: Claims Against the Contractor and Withholdings

The Contractor was awarded Substantial Completion on November 7, 2000. The Contractor completed the work without incident. As such, no claims or withholdings are pending against the Contractor.

SECTION IV

RECORD

DRAWINGS

SECTION IV: Record Drawings

A complete set of "As-Built" Record Documents were submitted to the Construction Manager on May 21, 2001. The Documents included the Architect's revisions, which were based on changes by RFI's and/or Change Orders to the Contract. The documents were prepared by the General Contractor and accepted by the Architect. The Construction Manager will transmit the Record Drawings to County Maintenance on October 3, 2001.

SECTION V

OPERATION

MAINTENANCE MANUALS

and

TRAINING

SECTION V: Operation Maintenance Manuals and Testing

The Contractor will conduct training on October 3, 2001.

Operation and Maintenance Manuals, which were reviewed and approved by the Architect, will be transmitted to County Maintenance on October 3, 2001 at the training session.

SECTION VI

CHANGES

SECTION VI: Changes

The original Contract amount of \$225,073.00 was revised by two (2) Change Orders authorized by the County. The Change Orders totaled \$3,981.00. Most of the additive changes were County requested items to improve the operation of the building or changes issued to the Contractor for other grant funded projects to be performed under this Construction Contract.

SECTION VI: Changes

The following summary addressed the responsibility and the type of change including its percentage of the original Contract.

| | | <u>TOTAL</u> | <u>% OF CHANGE</u> | <u>% OF CONTRACT</u> |
|---|--------------------|--------------------|------------------------|--------------------------|
| E | Errors & Omissions | \$ 0 | 0% | 0% |
| O | Owner Requests | \$ 0 | 0% | 0% |
| C | Changed Conditions | \$ 3354.00 | .84% | 1.5% |
| A | Acceleration | \$ 627.00 | .16% | .28% |
| V | Value Engineering | \$ 0 | 0 | 0 |
| M | Miscellaneous | <u>\$ 0</u> | <u>0</u> | <u>0%</u> |
| | TOTAL | \$ 3,981.00 | 100% | 1.78% |

SECTION VII

OMISSIONS

and

DEFECTS

SECTION VII: Omissions and Defects

There were no Punch List items generated for this project.

SECTION VIII

CERTIFICATES

of

COMPLETION

SECTION VIII: Certificates of Completion

Attached are (1) a Certificate of Final Completion/Recommendation for Acceptance, and (2) a Certificate of Substantial Completion.

CERTIFICATE OF SUBSTANTIAL COMPLETION

TO: STANISLAUS COUNTY (OWNER)

DATE OF SUBSTANTIAL COMPLETION
May 5, 2001

PROJECT TITLE: STANISLAUS COUNTY JUVENILE
HALL Fire Protection Upgrades
LOCATION: 2215 BLUE GUM AVENUE
MODESTO, CA 95358

PROJECT OR SPECIFIED PART SHALL
INCLUDE:

Fire Protection Upgrades

OWNER: STANISLAUS COUNTY
CONTRACTOR: SUPERIOR AUTOMATIC SPRINKLER
CONTRACT FOR: Fire Protection Upgrades
CONTRACT DATE: NOVEMBER 7, 2000

The work performed under this Contract has been inspected by authorized representatives of the Owner, Contractor, Architect/Engineer and the Project (or specified part of the Project, as indicated above) is hereby declared to be substantially complete on the above date.

DEFINITION OF SUBSTANTIAL COMPLETION

The date of Substantial Completion of a project or specified area of a project is the date when the construction is sufficiently completed, in accordance with the Contract Documents, as modified by any Change Orders agreed to by the parties, so that the Owner can occupy or utilize the project for the use for which it was intended.

A tentative list of items to be completed or corrected is appended hereto. This list may not be exhaustive, and the failure to include an item on it does not alter the responsibility of the Contractor to complete all the work in accordance with the Contract Documents.

CAPITAL ENGINEERING
CONSULTANT

BY: *Anthony Charles*
AUTHORIZED REPRESENTATIVE DATE

The Contractor accepts the above Certificate of Substantial Completion and agrees to complete and correct the items on the tentative list within the time indicated.

SUPERIOR AUTOMATIC SPRINKLER CO.
CONTRACTOR

BY: *Greg Jewell* July 23, 2001
AUTHORIZED REPRESENTATIVE DATE
Greg Jewell - Operations Manager

The Owner accepts the project or specified area of the project as substantially complete and will assume full possession of the project or specified area of the project at N/A (time), on May 5, 2001.

STANISLAUS CAPITAL PROJECTS
PROJECT MANAGER

BY: *Greg Jewell* 7/26/01
AUTHORIZED REPRESENTATIVE DATE

STANISLAUS COUNTY
OWNER

BY: *Patricia DiMona* 8/1/01
AUTHORIZED REPRESENTATIVE DATE

CERTIFICATE OF SUBSTANTIAL COMPLETION

TO: STANISLAUS COUNTY (OWNER)

DATE OF SUBSTANTIAL COMPLETION
May 5, 2001

PROJECT TITLE: STANISLAUS COUNTY JUVENILE
HALL Fire Protection Upgrades
LOCATION: 2215 BLUE GUM AVENUE
MODESTO, CA 95358

PROJECT OR SPECIFIED PART SHALL
INCLUDE:

Fire Protection Upgrades

OWNER: STANISLAUS COUNTY
CONTRACTOR: SUPERIOR AUTOMATIC SPRINKLER
CONTRACT FOR: Fire Protection Upgrades
CONTRACT DATE: NOVEMBER 7, 2000

The work performed under this Contract has been inspected by authorized representatives of the Owner, Contractor, Architect/Engineer and the Project (or specified part of the Project, as indicated above) is hereby declared to be substantially complete on the above date.

DEFINITION OF SUBSTANTIAL COMPLETION

The date of Substantial Completion of a project or specified area of a project is the date when the construction is sufficiently completed, in accordance with the Contract Documents, as modified by any Change Orders agreed to by the parties, so that the Owner can occupy or utilize the project for the use for which it was intended.

A tentative list of items to be completed or corrected is appended hereto. This list may not be exhaustive, and the failure to include an item on it does not alter the responsibility of the Contractor to complete all the work in accordance with the Contract Documents.

CAPITAL ENGINEERING
CONSULTANT

BY: *Anthony Clark* AUTHORIZED REPRESENTATIVE DATE

The Contractor accepts the above Certificate of Substantial Completion and agrees to complete and correct the items on the tentative list within the time indicated.

SUPERIOR AUTOMATIC SPRINKLER CO.
CONTRACTOR

BY: *Greg Jewell* July 23, 2001 AUTHORIZED REPRESENTATIVE DATE
Greg Jewell - Operations Manager

The Owner accepts the project or specified area of the project as substantially complete and will assume full possession of the project or specified area of the project at N/A (time), on May 5, 2001.

STANISLAUS CAPITAL PROJECTS
PROJECT MANAGER

BY: *Greg Jewell* 7/26/01 AUTHORIZED REPRESENTATIVE DATE

STANISLAUS COUNTY
OWNER

BY: *Patricia Wisnoma* 8/1/01 AUTHORIZED REPRESENTATIVE DATE

SECTION IX

FINAL

PAYMENT

SECTION IX: Final Payment

Attached is a copy of the Final Pay Request for the balance of retention.

REQUEST FOR PAYMENT

| | | |
|---|-------------|---------------------|
| Contractor SUPERIOR AUTOMATIC SPRINKLER COMPANY | | Report No. 9 |
| Location 8270 Belvedere Ave., Suite 100, Sacramento, CA 95826-4755 | | Page 1 |
| Project Title Stanislaus County Juvenile Justice Center, Fire Protection Upgrade | | Date |
| Contract No. | Project No. | |

WORK STATUS:

| | | | | | |
|---|------------------|--|--------------------|---|----------------|
| COMPLETION DATES | | | | PERCENT COMPLETED <i>100%</i> | |
| Initial Contract | Revised Contract | Estimated Substantial | Actual Substantial | Through This Month | Normal To Date |
| AVERAGE WORK FORCE | | PROGRESS | | MATERIAL DELIVERIES | |
| Number of Employees | | Satisfactory <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | | Satisfactory <input type="checkbox"/> Yes <input type="checkbox"/> No | |
| CONSTRUCTION EQUIPMENT | | SHOP DRAWING SUBMISSION | | SAMPLE SUBMISSION | |
| Satisfactory <input type="checkbox"/> Yes <input type="checkbox"/> No | | Satisfactory <input type="checkbox"/> Yes <input type="checkbox"/> No | | Satisfactory <input type="checkbox"/> Yes <input type="checkbox"/> No | |

Report below any circumstances which may have adversely affected the progress such as strikes, weather, delays by the owner, etc., including explanation of any "No" answers given in the blocks above.

RETENTION

PROGRESS PAYMENT SUMMARY

| | |
|--|------------|
| 1. INITIAL CONTRACT AMOUNT | 225,073.00 |
| 2. CHANGE ORDERS (Total of Column 2, Page 2) | 3,981.00 |
| 3. TOTAL CONTRACT AMOUNT TO DATE (Line 1 + Line 2) | 229,054.00 |
| 4. VALUE OF WORK COMPLETED TO DATE (Total of Columns 3 and 4, Page 2) | 225,073.00 |
| 5. VALUE OF WORK COMPLETED UNDER CHANGE ORDERS (Total of Column 4, Page 2) | 3,981.00 |
| 6. VALUE OF MATERIAL | 0.00 |
| A. MATERIAL ON SITE | 0.00 |
| B. MATERIAL IN STORAGE | 0.00 |
| 7. TOTAL VALUE OF MATERIALS (Line 6A + Line 6B) | 0.00 |
| 8. TOTAL VALUE OF COMPLETED WORK AND MATERIALS (Line 4 + Line 5 + Line 7) | 229,054.00 |
| 9. LESS RETAINAGE | 0.00 |
| 10. SUB-TOTAL (Line 8 + Line 9) | 229,054.00 |
| 11. LESS PREVIOUS PAYMENTS REQUESTED | 206,148.60 |
| 12. NET AMOUNT OF PAYMENT THIS REPORT (Line 10 - Line 11) | 22,905.40 |
| 13. LESS DEDUCTIONS (SEE ATTACHED SHEET) | 0.00 |
| 14. AMOUNT OF PAYMENT THIS REPORT (Line 12 - Line 13) | 22,905.40 |

| | |
|---|------|
| Date <i>8-31-01</i> Signature <i>[Signature]</i> | Date |
|---|------|

Superior

"We're Superior"

Automatic Sprinkler Company, Inc.

308 Sango Court • Milpitas, California 95035
(408) 946-7272

California License Number 287121

Fire Protection Systems — Halon — Engineers — Contractors

INVOICE No. 5111

STANISLAUS CAPITOL PROJECTS
2215 BLUE GUM AVE
MODESTO CA 95358

August 30, 2001
YOUR P.O.

OUR JOB #03034

AUGUST BILLING

TERMS: PER CONTRACT

WORK PERFORMED:
FIRE SPRINKLER WORK

JOB LOCATION:
STANISLAUS JUVENILE CENTER
2215 BLUE GUM AVE
MODESTO CA

| CONTRACT PRICE | \$225,073.00 | % COMPLETE | SCOMPLETE |
|--|---------------------|---------------|---------------------|
| ORIGINAL CONTRACT | 225,073.00 | 100.00 | 225,073.00 |
| C/O #1 | 627.00 | 100.00 | 627.00 |
| C/O#2 | 3,354.00 | 100.00 | 3,354.00 |
| TOTAL CONTRACT | \$229,054.00 | 100.00 | 229,054.00 |
| LESS RETENTION | | | 0.00 |
| LESS PREVIOUS AMOUNT PREVIOUS INVOICED | | | 206,148.60 |
| TOTAL DUE THIS INVOICE | | | \$ 22,905.40 |

RECEIVED
SEP 5 2001
By _____

INVOICE

SECTION X

WARRANTIES

And

GUARANTEES

SECTION X: Warranties and Guarantees

The Contract Documents require a General Conditions Warranty for two (2) years from the date of Substantial Completion. The warranty requires all Contractors to repair or replace any or all of their work, together with any or all other work which may be damaged or displaced by so doing, that may prove to be defective in its workmanship, materials, or failure to conform to Contract provisions and requirements within a period of two (2) years from the date of Substantial Completion without expense whatever to the County, ordinary wear and tear and usual abuse or neglect excepted.

The Substantial Completion date of April 5, 2001, will commence the two-year warranty period. Damage or defective workmanship or materials will be covered under the warranty provisions of the Contract. A copy of the Guarantee/Warranty is attached.



"We're Superior"

Automatic Sprinkler Company

308 Sango Court, Milpitas, California 95035-6821
Tel: (408) 946-7272 Fax: (408) 263-5366
E-Mail: sasc@superior-fire.com
Web Site: www.superior-fire.com

California License Number 287121
Fire Protection Systems—Engineers—Contractors

GUARANTEE/WARRANTY

Guarantee/Warranty, Fire protection work which we have installed at **Stanislaus Juvenile Justice Center (SASC Job # 03034)** has been done in accordance with the Drawings and Specifications, and that the Work, as installed, will fulfill requirements of the warranty included in the Specifications. We agree to repair or replace any or all of our work, together with any other adjacent work, which may be displaced by so doing, that may prove to be defective in its workmanship or material within a period of **24 months** from date of substantial completion of the above named work. This work will be done without any expense whatsoever to the Owner, ordinary wear and tear and unusual abuse or neglect excepted.

In the event of our failure to comply with the above mentioned conditions within a reasonable time, but in no case longer than ten (10) days after being notified in writing by the Owner we collectively and separately do hereby authorize the Owner to proceed to have said defects repaired and made good at our expense, and we will honor and pay for the costs and charges therefore upon demand.

SUPERIOR AUTOMATIC SPRINKLER CO.

License No.: 287121

Signed:  _____
Greg Jewell – OPERATIONS MANAGER

Date: 05/21/01

O'Brien Kreitzberg

License No. _____

Countersigned: _____

Date: _____

Sacramento Office

8270 Belvedere Ave. #100, Sacramento, CA 95826
916 457-6690 • Fax 916 457-6691 • 888 909-6690

Fresno Office

4582 W. Jacquelyn Ave. #10, Fresno, CA 93722
559 276-6075 • FAX 559 276-6282

SECTION XI

PROJECT DIRECTORY

and

LOGS

SECTION XI: Project Directory and Logs

Attached are the Project Directory, RFI Log, Submittal Log and Proposed Change Order Log.

STANISLAUS COUNTY JUVENILE HALL FIRE PROTECTION

Project Directory

September 24, 2001

Telephone

Fax

STANISLAUS COUNTY

1010 10th Street, 6th Floor, Modesto, CA 95354

CEO'S OFFICE

Patricia Hill Thomas

209-525-6333

209-525-4033

MAINTENANCE DEPARTMENT

Rob Macha

209-525-6558

209-525-4332

JUVENILE HALL PROBATION DEPT.

2215 Blue Gum Avenue, Modesto, CA 95358

Wanda Flood

209-525-4573

209-567-4735

Jerry Powers

209-525-5400

209-561-4735

STANISLAUS CAPITAL PROJECTS

2215 Blue Gum Avenue, Modesto, CA 95358

Don Phemister, Construction Manager

209-525-4382

209-525-4385

Kirk Gustafson, On-Site Construction Manager

209-558-8155

209-558-8167

Millie Longstreet, Admin. Assist.

209-558-8165

209-558-8167

COUNTY'S CONSULTANTS

Captial Engineering

7300 Folsom Blvd.

Sacramento, CA 95826

Anthony Colacchia

916-386-8888

916-386-2610

Telephone

Fax

CODE REVIEWER

CMA

5070 N. Sixth Street, Suite 103
Fresno, CA 93710

Carl Mileff

559-226-0205

553-226-3591

IOR

Lester Cutchall, Sr.
2215 Blue Gum Avenue
Modesto, CA 95358

Lester Cutchall

209-558-8161

209-558-8101

HAZMAT CONSULTANT

RGA Environmental
4701 Doyle Street, Suite 14
Emeryville, CA 94608

JoAnn Copperud

510-547-7771

510-547-1983

CONTRACTOR

Superior Automatic Sprinkler Co.
3031 Alhambra Drive, Suite 102
Cameron Park, CA 95682

Greg Jewel

530-676-6984

530-676-7027

TESTING LABS

Krazan & Associates
1025 Lone Palm Avenue, Suite 2E
Modesto, CA 95351

Shawn Baker

209-572-2200

209-572-2206

Telephone

Fax

Kleinfelder, Inc.
1220 6th Street, Suite B
Modesto, CA 95354

Steve Davis

209-577-4333

209-575-3444

UTILITIES

MID - Bill Coates

209-526-7419

209-526-7575

Pacific Bell - Bill Craft

209-578-7574

209-578-7575

P. G. & E - Dan Brouillard

209-576-6648

209-576-6618

Cable One - Sue Sterling

209-577-3456

209-529-6636

STANISLAUS COUNTY MIS

1021 "I" Street, Modesto, CA 95354

Dennis Rich

209-558-5760

209-525-5809

Stanislaus Capital Projects

Total RFI Log

9/25/01

TRACKER

Project: Juvenile Hall Fire Protection Upgrade

Contractor: Superior Automatic Sprinkler Co.

*A - Receipt to Review
B - Schedule Return Vs Actual
C - From Review To Contractor
D - Total Turn Around*

Processing Time

| RFI # | Description | Spec | From Contr | To Review | Due Date | From Review | To Contractor | A | B | C | D |
|-------|---------------------------------|-------|------------|-----------|----------|-------------|---------------|----|-----|---|----|
| 0001 | Underground | | 11/13/01 | 11/13/01 | 11/27/01 | 11/15/01 | 11/15/01 | 0 | 12 | 0 | 2 |
| 0002 | Install UG Prior to FM approval | | 12/8/00 | 12/8/00 | 12/22/01 | 12/8/00 | 12/8/00 | 0 | 379 | 0 | 0 |
| 0002A | Install UG Prior to FM Approval | | 12/15/00 | 12/15/00 | 12/29/01 | 12/18/00 | 12/18/00 | 0 | 376 | 0 | 3 |
| 0003 | Existing Sprinklers | 15300 | 1/15/01 | 1/16/01 | 1/30/01 | 1/30/01 | 1/30/01 | 1 | 0 | 0 | 15 |
| 0004 | Core Beam | 15500 | 1/15/01 | 1/16/01 | 3/6/01 | 1/16/01 | 1/16/01 | 1 | 49 | 0 | 1 |
| 0004A | Multi Purpose Kitchen | | 1/24/01 | 1/16/01 | 3/6/01 | 1/29/01 | 1/29/01 | -8 | 36 | 0 | 5 |
| 0005 | Installation of Pipe | | 1/15/01 | 1/16/01 | 3/6/01 | 1/26/01 | 1/29/01 | 1 | 39 | 3 | 14 |
| 0006 | Gate TC Location | | 3/16/01 | 3/16/01 | 3/30/01 | 3/16/01 | 3/16/01 | 0 | 14 | 0 | 0 |

Stanlaus Capital Projects



TRACKER

9/25/01

Project: Juvenile Hall Fire Protection Upgrade

Contractor: Superior Automatic Sprinkler Co.

Submittal Log

| Review Stamp | Processing Time |
|------------------------|-------------------------------|
| 1- Approved | A - Receipt to Review |
| 2- Approved as noted | B - Schedule Return Vs Actual |
| 3- Revise and resubmit | C - From Review To Contractor |
| 4- Rejected | D - Total Turn Around |

| Sub # | Spec No | Description | From Contractor | To Review | Due Date | From Review | To Contractor | Review Stamp | A | B | C | D |
|-------|---------|---|-----------------|-----------|----------|-------------|---------------|--------------|-----|-----|---|----|
| 0001 | 15300 | Material Underground Reflecting Ceiling | 11/17/01 | 11/17/01 | | 1/8/01 | 1/8/01 | 2 & 4 | 0 | 0 | 0 | 31 |
| 0001A | 15300 | Material Reflected Ceiling | 12/26/00 | 12/16/00 | | 1/8/01 | 1/8/01 | 4 | -10 | 0 | 0 | 13 |
| 0002 | | Piping Plan - Hydraulic Calcs. | 12/26/00 | 12/16/00 | | 1/8/01 | 1/8/01 | 4 | -10 | 0 | 0 | 13 |
| 0003 | 15300 | Pipe Plan, Calcs, Ceiling Plan | 1/17/01 | 1/17/01 | 1/31/01 | 2/28/01 | 2/28/01 | 1 | 0 | -28 | 0 | 42 |

TANISLAUS CAPITAL PROJECTS

PROPOSED CHANGE ORDER LOG

STATUS

RESPONSIBILITY

- 1 - Pricing Required
- 2 - Estimate Required
- 3 - T & M
- 4 - Negotiations
- 5 - Change Order
- 6 - Void, No Cost

- A - Acceleration
- C - Changed Conditions
- E - Errors & Omissions
- O - Owner Request
- V - Value Engineering

TANISLAUS COUNTY JUVENILE HALL
FIRE PROTECTION UPGRADES
Superior Automatic Sprinkler Company

| REFERENCES | | | | DESCRIPTION | DATES | | | | | PROCESSING TIME | | | | PRICING | | | REMARKS | STA | RES | EXPOSURE | | |
|------------|--------|-------|-------|---------------------------------|----------------|-------------|----------------|-----------|------------|------------------|----------------|-------------|--------------|---------------------|---------------------|-------------------|-------------------|-----|-----|-------------------|--|--|
| PCO NO | RFI NO | FI NO | CO NO | | ISSUED TO CONT | PRICING REC | ESTIMATE BY OK | NEGO COMP | DATE OF CO | ISSUE TO PRICING | PRICING TO EST | EST TO NEGO | NEGO TO CONT | CAP PROJ EST | CONTRACTOR PROPOSAL | C/O AMT | | | | | | |
| 001 | 0003 | 001 | 01 | Tie Exit. Booking Rm Sprinklers | 2/27/01 | 2/13/01 | 3/8/01 | 3/8/01 | 4/16/01 | -14 | 23 | 0 | 39 | \$0.00 | \$627.00 | \$627.00 | | 5 | A | \$627.00 | | |
| 002 | 0229 | 002 | 02 | Ferrosan Changes | 5/24/01 | 5/15/01 | 5/23/01 | 6/1/01 | 8/2/01 | -9 | 8 | 9 | 62 | \$3,354.00 | \$3,758.00 | \$3,354.00 | | 5 | C | \$3,354.00 | | |
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| | | | | | | | | | | | | | | | | | | | | | | |
| | | | | Total Exposure | | | | | | | | | | GRAND TOTALS | \$3,354.00 | \$4,385.00 | \$3,981.00 | | | \$3,981.00 | | |

| | | |
|--|--------------------|-------------|
| | Contingency | \$49,200.00 |
| | BALANCE | \$45,219.00 |

STANISLAUS CAPITAL PROJECTS
2215 Blue Gum Avenue
Phone (209) 558-8165 FAX: (209) 558-8167

TRANSMITTAL

TO: Patricia Hill Thomas
Chief Executive Office
Stanislaus County
1010 Tenth Street, Suite 6800
Modesto, CA 95354

DATE: 10/9/01

SUBJECT: STANISLAUS COUNTY JUVENILE HALL FIRE PROTECTION UPGRADES

We are sending you Attached _____ under separate cover the following material:

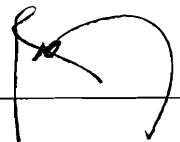
- | | | |
|---|---------------------------------------|--|
| <input type="checkbox"/> Shop Drawings | <input type="checkbox"/> Change Order | <input type="checkbox"/> Specifications |
| <input type="checkbox"/> Copy of Letter | <input type="checkbox"/> Plans | <input type="checkbox"/> Computer Printout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

| COPIES | DATE | DESCRIPTION |
|--------|------|---|
| 1 | | Notice of Completion dated October 3, 2001. |

REMARKS:

For your files.

COPIES: Lillie Farriester, Clerk to the Board
Terry Rein
County Auditor's Office
File AJ 2.1.1 (738)
File FJ 20.5

SIGNED: 
Rob Robinson

RECORDING REQUESTED BY
AND RETURNED TO:

Stanislaus County Recorder
JOYCE GOUDIE Co Recorder Office
DOC- 2001-0117546-00
Wednesday, OCT 03, 2001 13:28:43
Ttl Pd \$0.00 Nbr-0000806947
BHK/RZ/1-1

Stanislaus County
Chief Executive Office
Attn: Patricia Hill Thomas
1010 Tenth Street, Suite 6800
Modesto, CA 95354

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 2215 Blue Gum Avenue, Modesto, California 95358, County of Stanislaus, State of California ("Property").

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

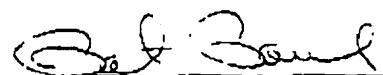
The work on the Property was completed on May 5, 2001 and accepted by the Stanislaus County Board of Supervisors on October 2, 2001. Said work consisted of the Fire Protection Upgrades for Stanislaus County Juvenile Hall located at 2215 Blue Gum Avenue, Modesto, California 95358.

The name of the Contractor for said work of improvement is Superior Automatic Sprinkler Company, 308 Sango Court, Milpitas, CA 95035.

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 2nd day of October 2001, at Modesto, California 95354.

RECEIVED
OCT 3 - 2001 DON.


Pat Paul, Chair
Board of Supervisors
County of Stanislaus

Notarization is not required
For recording a Notice of Completion
See Civil Code §3093 and Government Code §27787

RECEIVED
OCT - 9 2001
By _____

STANISLAUS CAPITAL PROJECTS
2215 Blue Gum Avenue
Phone (209) 558-8165 FAX: (209) 558-8167

BOARD OF SUPERVISORS

TRANSMITTAL

~~2001 OCT 17 P 1:19~~

TO: Patricia Hill Thomas
Chief Executive Office
Stanislaus County
1010 Tenth Street, Suite 6800
Modesto, CA 95354

DATE: 10/12/01

SUBJECT: STANISLAUS COUNTY JUVENILE HALL FIRE PROTECTION UPGRADES

We are sending you Attached _____ under separate cover the following material:

Shop Drawings Change Order Specifications
 Copy of Letter Plans Computer Printout
 Prints Samples Updates

| COPIES | DATE | DESCRIPTION |
|--------|------|---|
| 1 | | Fully executed Certificate of Final Completion. |

REMARKS:

For your files.

COPIES: Lillie Farriester, Clerk to the Board (Original)
File AJ 2.1.1 (744)
File JJ 20.5

SIGNED: Rob Robinson

**CERTIFICATE OF FINAL COMPLETION AND
RECOMMENDATION FOR ACCEPTANCE**

TO: STANISLAUS COUNTY, (OWNER)

**DATE OF FINAL COMPLETION:
MAY 5, 2001**

**PROJECT TITLE: FIRE PROTECTION
UPGRADE**

PROJECT OR SPECIFIED PART SHALL INCLUDE:

**LOCATION: 2215 BLUE GUM AVENUE
MODESTO, CA 95358**

**GENERAL CONTRACT
FIRE SPRINKLER UPGRADES**

**OWNER: STANISLAUS COUNTY
CONTRACTOR: SUPERIOR AUTOMATIC
SPRINKLER COMPANY**

**CONTRACTED FOR: FIRE SPRINKLER
UPGRADES**

CONTRACT DATE: NOVEMBER 7, 2000

The following have determined the work performed under this Contract has been inspected by authorized representatives of the Owner, Contractor, Architect/Engineer and the Project (or specified part of the Project, as indicated above) is hereby declared to be completed and the Contract should or can be accepted by the Owner.

**CAPITAL ENGINEERING
ARCHITECT/ENGINEER**

BY: *Antonio Colaneri* 9/25/01
AUTHORIZED REPRESENTATIVE DATE

**SUPERIOR AUTOMATIC SPRINKLER COMPANY
GENERAL CONTRACTOR**

BY: *[Signature]* 10-22/01
AUTHORIZED REPRESENTATIVE DATE

**STANISLAUS CAPITAL PROJECTS
CONSTRUCTION MANAGER**

BY: *[Signature]* 10/5/01
AUTHORIZED REPRESENTATIVE DATE

**STANISLAUS COUNTY
OWNER**

BY: *Patricia H. Thomas* 10/9/01
AUTHORIZED REPRESENTATIVE DATE

STANISLAUS CAPITAL PROJECTS
2215 Blue Gum Avenue
Phone (209) 558-8165 FAX: (209) 558-8167

BOARD OF SUPERVISORS

TRANSMITTAL

2001 OCT 16 P 3:02

TO: Patricia Hill Thomas
Chief Executive Office
Stanislaus County
1010 Tenth Street, Suite 6800
Modesto, CA 95354

DATE: 10/12/01

SUBJECT: STANISLAUS COUNTY JUVENILE HALL FIRE PROTECTION UPGRADES

We are sending you Attached _____ under separate cover the following material:

Shop Drawings Change Order Specifications
 Copy of Letter Plans Computer Printout
 Prints Samples Updates

| COPIES | DATE | DESCRIPTION |
|--------|------|--|
| 1 | | Fully executed Certificate of Final Completion. (copy) |

REMARKS:

For your files.

COPIES: Lillie Farriester, Clerk to the Board (Original)
File AJ 2.1.1 (744)
File JJ 20.5

SIGNED: 
Rob Robinson

**CERTIFICATE OF FINAL COMPLETION AND
RECOMMENDATION FOR ACCEPTANCE**

TO: STANISLAUS COUNTY, (OWNER)

**DATE OF FINAL COMPLETION:
MAY 5, 2001**

**PROJECT TITLE: FIRE PROTECTION
UPGRADE**

PROJECT OR SPECIFIED PART SHALL INCLUDE:

**LOCATION: 2215 BLUE GUM AVENUE
MODESTO, CA 95358**

**GENERAL CONTRACT
FIRE SPRINKLER UPGRADES**

**OWNER: STANISLAUS COUNTY
CONTRACTOR: SUPERIOR AUTOMATIC
SPRINKLER COMPANY
CONTRACTED FOR: FIRE SPRINKLER
UPGRADES**

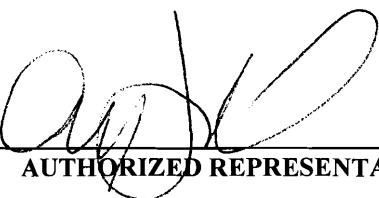
CONTRACT DATE: NOVEMBER 7, 2000

The following have determined the work performed under this Contract has been inspected by authorized representatives of the Owner, Contractor, Architect/Engineer and the Project (or specified part of the Project, as indicated above) is hereby declared to be completed and the Contract should or can be accepted by the Owner.

**CAPITAL ENGINEERING
ARCHITECT/ENGINEER**

BY:  9/25/01
AUTHORIZED REPRESENTATIVE DATE

**SUPERIOR AUTOMATIC SPRINKLER COMPANY
GENERAL CONTRACTOR**

BY:  10-2-01
AUTHORIZED REPRESENTATIVE DATE

**STANISLAUS CAPITAL PROJECTS
CONSTRUCTION MANAGER**

BY:  10/5/01
AUTHORIZED REPRESENTATIVE DATE

**STANISLAUS COUNTY
OWNER**

BY:  10/9/01
AUTHORIZED REPRESENTATIVE DATE

Stanislaus Capital Projects
C/o Juvenile Hall
2215 Blue Gum Avenue, Modesto, CA 95358
Phone: (209) 558-8165 FAX: (209) 558-8167

TRANSMITTAL

TO: Lillie Farriester
Assistant Clerk of The Board
Stanislaus County
1010 Tenth Street, Suite 6700
Modesto, CA 95354

DATE: 3/13/02

SUBJECT: STANISLAUS COUNTY JUVENILE HALL SPECIAL NEEDS HOUSING UNIT

We are sending You _____ attached _____ under separate cover the following material:

| | | |
|----------------------|--------------------|-------------------------|
| _____ Shop Drawings | _____ Change Order | _____ Specifications |
| _____ Copy of Letter | _____ Plans | _____ Computer Printout |
| _____ Prints | _____ Samples | _____ Updates |

| COPIES | DATE | DESCRIPTION |
|--------|------|---|
| 1 | | Fully executed contract for juvenile Hall Security and Fire Protection Upgrade. |

REMARKS:

For your files.

NOTE: Fire Protection Board Approved on 10/2/01, Agenda #B-3
Electronic Security Board approved on 2/12/02, Agenda #B-3

COPIES: File AJ 2.1.1 (928)
File AJ 3.2.2

SIGNED: 
Millie Longstreet
Office Manager



BOARD OF CORRECTIONS 600 BERCUT DRIVE, SACRAMENTO, CA 95814 916/445-5073 www.bdcrr.ca.gov

EXECUTIVE OFFICE

2002 MAR -7 P 3:37

March 6, 2002

Patricia Hill Thomas
Assistant Chief Executive Officer
Stanislaus County Executive Office
1010 10th Street, Suite 6800
Modesto, CA 95354

Re: Construction Grants Program
Contract Number #127-98
Project Title: Juvenile Hall Security and Fire Protection Upgrade

Dear Patricia:

The county's copy of the fully executed state/county grant contract is enclosed. This document should be kept in your official project file.

You may submit your first Quarterly Fiscal Invoice and Progress Report (QFIPR), four copies with original signatures. The first QFIPR should cover the period from the grant award date of May 20, 1999 through March 30, 2002, with QFIPRs submitted on a quarterly basis thereafter. Refer to the Board of Corrections (BOC) *Grant Contract Administration and Audit Guide*, February 2002 edition, for requirements and forms (or access them via our web site at www.bdcrr.ca.gov). The first QFIPR is due no later than May 15, 2002.

I am available to provide technical assistance on any aspect of your grants and will continue monitoring them throughout their completion. Our on-site monitoring report that identifies general subject areas for review is included in our *Grant Contract Administration and Audit Guide*.

I look forward to continuing to work with you through the successful completion of all your projects. Please telephone me at (916) 322-7085 if you should have any questions or require further assistance.

Sincerely,

A handwritten signature in cursive script that reads "Michael A. Houghtby".

Michael A. Houghtby, Field Representative
Corrections Planning and Programs Division

Enclosures 1

| | |
|---|---------|
| CONTRACT NUMBER 127-98 | AM. NO. |
| TAXPAYERS FEDERAL EMPLOYER IDENTIFICATION # | |

THIS AGREEMENT, made and entered into this **20th** day of **May 1999**, in the State of California, by and between State of California, through its duly elected or appointed, qualified and acting

| | | |
|---|---------------------------------------|------------------------------------|
| TITLE OF OFFICER ACTING FOR STATE Deputy Director | AGENCY Board of Corrections | , hereafter called the State, and |
| CONTRACTOR'S NAME Stanislaus County | | , hereafter called the Contractor. |

WITNESSETH: That the Contractor for and in consideration of the covenants, conditions, agreements, and stipulations of the State hereinafter expressed, does hereby agree to furnish to the State services and materials as follows: *(Set forth service to be rendered by Contractor, amount to be paid Contractor, time for performance or completion, and attach plans and specifications, if any.)*

The project generally consists of the integration of the security electronics system throughout the Stanislaus County Juvenile Hall, the installation of a fire sprinkler system in the existing hall and staff work areas, and upgrade of the fire line.

CONTINUED ON 40 SHEETS, EACH BEARING NAME OF CONTRACTOR AND CONTRACT NUMBER.

The provisions on the reverse side hereof constitute a part of this agreement.
 IN WITNESS WHEREOF, this agreement has been executed by the parties hereto, upon the date first above written.

| STATE OF CALIFORNIA | | CONTRACTOR | | | |
|---|--|---|--|-----------------------|--|
| AGENCY Board of Corrections | | CONTRACTOR (if other than an individual, state whether a corporation, partnership, etc.) County of Stanislaus | | | |
| BY (AUTHORIZED SIGNATURE) <i>Toni Hafey</i> | | BY (AUTHORIZED SIGNATURE) <i>Patricia Hill Thomas</i> | | | |
| PRINTED NAME OF PERSON SIGNING Toni Hafey | | PRINTED NAME AND TITLE OF PERSON SIGNING Patricia Hill Thomas, Assistant Executive Officer | | | |
| TITLE Deputy Director, Corrections Planning & Programs Division | | ADDRESS 1010 10th Street, Suite 6800, Modesto, CA 95354 | | | |
| AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 430,215.00 | PROGRAM/CATEGORY (CODE AND TITLE) Juvenile Hall/Camp Restoration | FUND TITLE General | | | |
| PRIOR AMOUNT ENCUMBERED FOR THIS CONTRACT \$ -0- | (OPTIONAL USE) PCA 22022 Index 2202 | Department of General Services Use Only DGS Approval not required per State Contracting Manual Section 4.04. | | | |
| TOTAL AMOUNT ENCUMBERED TO DATE \$ 430,215.00 | ITEM 5430-603-0001 | | | | |
| OBJECT OF EXPENDITURE (CODE AND TITLE) 2202-702.50-2202 | | T.B.A. NO. | | | |
| I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above. | | B. R. NO. | | DATE 3/4/02 | |
| SIGNATURE OF ACCOUNTING OFFICER <i>[Signature]</i> | | | | | |

CONTRACTOR STATE AGENCY DEPT. OF GEN. SER. CONTROLLER

STANDARD AGREEMENT

1. **INDEMNIFICATION:** The Grantee agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by the Grantee in the performance of this Agreement.
2. **INDEPENDENT CONTRACTOR:** The Grantee, and the agents and employees of Grantee, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State of California.
3. **TERMINATION FOR CAUSE:** The State may terminate this Agreement and be relieved of any payments should the Grantee fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All cost to the State shall be deducted from any sum due the Grantee under this Agreement and the balance, if any, shall be paid to the Grantee upon demand.
4. **ASSIGNMENT:** This Agreement is not assignable by the Grantee, either in whole or in part, without the consent of the State.
5. **TIMELINESS:** Time is of the essence in this Agreement.
6. **AMENDMENT:** No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.
7. **COMPENSATION:** The consideration to be paid Grantee, as provided herein, shall be in compensation for all of Grantee's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.
8. **CONFLICT OF INTEREST:** The Grantee, his agents and/or employees, pursuant to Government Code (GC) Section 87100, shall not make, participate in making, or in any way attempt to use his position as Grantee with the State to influence a governmental decision in which he knows or has reason to know he has a financial interest.
9. **CONTRACTORS' NATIONAL LABOR RELATIONS BOARD CERTIFICATION:** In signing this contract, the Grantee certifies under penalty of perjury that he has had not more than one (1) final unappealable finding of contempt of court by a Federal Court issued against him within the immediately preceding two-year period because of his failure to comply with an order of a Federal Court which orders him to comply with an order of the National Labor Relations Board.
10. **RECYCLING CERTIFICATION:** The Grantee shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of recycled content, both post consumer waste and secondary waste as defined in the Public Contract Code (PCC), Sections 12161 and 12200, in materials, goods, or supplies offered or products used in the performance of this Agreement, regardless of whether the product meets the required recycled product percentage as defined in the PCC, Sections 12161 and 12200. Grantee may certify that the product contains zero recycled content. (PCC 10233, 10308.5, 10354)
11. **DRUG-FREE WORKPLACE REQUIREMENTS:** In signing this contract, the Grantee shall comply under penalty of perjury with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace in accordance with the requirements contained in the Standard Conditions of this contract.
12. **STATEMENT OF COMPLIANCE:** In signing this contract, the Grantee certifies under penalty of perjury that he has, unless exempted, complied with the nondiscrimination program requirements. (GC 12990 (a) and California Code of Regulations (CCR) Title 2, Section 8103)

STATE OF CALIFORNIA

**CONSTRUCTION GRANTS PROGRAM
GRANT CONTRACT BETWEEN THE
STATE BOARD OF CORRECTIONS**

AND

STANISLAUS

This grant contract is made this 20th day of May, 1999, between the State of California, acting by and through the State Board of Corrections, hereafter referred to as the "Board" and

Stanislaus County

a county duly organized, existing and acting pursuant to the laws of the State of California, hereafter referred to as the "Grantee,"

WHEREAS:

1. This grant contract is authorized by State General Fund, Chapter 499, Statutes of 1998.
2. The Grantee has made formal application for a grant for the construction project hereafter described and has been determined by the Board to be eligible for funding.
3. The Board grant contract number for this project is 127-98 and the Board has authorized grant funding of the project hereafter described in an amount not exceeding:
Four Hundred Thirty Thousand, Two Hundred Fifteen Dollars (\$430,215).
4. This grant contract is of no force or effect until signed by both parties and approved by the Department of General Services, if required.

NOW THEREFORE, the parties agree as follow:

SECTION 1. TERM AND AWARD PERIOD

The term of this grant contract shall begin on May 20, 1999, and shall remain in effect until the project is completed in accordance with the terms hereinafter specified or unless terminated pursuant to applicable conditions of this grant contract. The construction must be complete by March 30, 2002, unless the Board finds that unavoidable delays occurred and approves a project extension.

SECTION 2. PROJECT DESCRIPTION

The name of the facility and address of the project is Stanislaus County Juvenile Hall, 2215 Blue Gum Avenue, Modesto, CA 95358.

The project shall be known as the Stanislaus Juvenile Hall Security and Fire Protection Upgrade.

The project generally consists of the integration of the security electronics system throughout the facility and the installation of a fire sprinkler system in the existing hall and staff work areas and upgrade of fire line.

SECTION 3. ASSURANCES AND SUBMITTALS

Grantee agrees to the following assurances and submittals:

- A. The construction project shall be built to enable compliance with all laws, ordinances and regulations, including Titles 15, 19, and 24, California Code of Regulations (CCR), and grantee agrees that grant and cash (hard) matching funds shall not supplant funds otherwise dedicated or appropriated for construction activities.
- B. If applicable as described in Exhibit A, flood insurance for the facility subject to construction shall be acquired and maintained pursuant to the provisions of the Flood Disaster Protection Act of 1973, and proof of flood insurance shall be provided to the Board within 60 days.
- C. Quarterly invoice and progress/final reports and all required audit reports shall be submitted to the Board in a timely manner as specified in Exhibit A.
- D. Grantee agrees to comply with all conditions of this grant contract, all standard grant contract conditions as contained in Exhibit A, all budget items and conditions as contained in Exhibit B, and all conditions of the nondiscrimination clause as contained in Exhibit C.

SECTION 4. PROJECT OFFICIALS

- A. The Board's Executive Director or designee shall be the Board's representative for administration of the grant contract and shall have authority to make determinations and findings with respect to each controversy arising under or in connection with the interpretation, performance, or payment for work performed under this grant contract. Disputes shall be resolved in accordance with the provisions of Exhibit A.
- B. The Grantee has appointed a County Construction Administrator as identified below. Grantee agrees that its County Construction Administrator shall be its representative for the administration of the grant contract and shall have full

authority to act on behalf of the Grantee. Grantee agrees that all communications given to its County Construction Administrator shall be binding as if given to the Grantee. Grantee agrees that any documents required to be submitted to the Board, including but not limited to, quarterly progress reports and final project summary reports, shall be certified for accuracy and signed by its County Construction Administrator.

County Construction Administrator: Patricia Hill Thomas
Title: Assistant Executive Officer
Address: 1010 10th Street, Suite 6800
City, State, Zip: Modesto, CA 95354
Telephone: 209-525-6333
Facsimile: 209-544-6226
E-mail: thomasp@mail.co.stanislaus.ca.us

- C. The Grantee has appointed a Project Financial Officer as identified below. Grantee agrees that its Project Financial Officer shall be responsible for establishing an official project file and a separate account for depositing of grant funds as required in Exhibit A, and ensuring that project accounting procedures and practices are in accordance with generally accepted government accounting principles and practices (see Accounting Standards and Procedures for Counties, California State Controller, Division of Local Government Fiscal Affairs) with adequate supporting documentation maintained in such detail so as to provide an audit trail which will permit tracing transactions from support documentation, to the accounting records, to the financial reports and billings. Grantee agrees that all fiscal documents, including all invoices and expenditure statements, required to be submitted to the Board shall be certified for accuracy and signed by its Project Financial Officer.

Project Financial Officer: Jim Kwartz
Title: Accountant III
Address: 1010 10th Street, Suite 5100
City, State, Zip: Modesto, CA 95354
Telephone: 209-525-6398
Facsimile: 209-525-6487
E-mail: kwartzj@mail.co.stanislaus.ca.us

- D. The Grantee has appointed a County Project Contact Person as identified below. Grantee agrees that its County Project Contact Person shall be responsible for coordinating and transmitting information to the Board and receiving and disseminating information from the Board. Grantee agrees that all communications given to its County Project Contact Person shall be binding as if given to the Grantee.

County Project Contact Person: John Nichols
Title: Project Leader
Address: 1010 10th Street, Suite 2300
City, State, Zip: Modesto, CA 95354
Telephone: 209-525-4380
Facsimile: 209-525-4385
E-mail: nicholsi@mail.co.stanislaus.ca.us

- E. Either party may change its project representatives upon written notice to the other party.

SECTION 5. INCORPORATION OF DOCUMENTS AND GRANTEE COMMITMENTS

This grant contract incorporates the following documents:

- A. Exhibit A, Construction Contract Standard Conditions.
- B. Exhibit B, Project Description and Budget.
- C. Exhibit C, Nondiscrimination Clause.
- D. Title 15, California Code of Regulations, is incorporated herein by reference.
- E. Title 19, California Code of Regulations, is incorporated herein by reference.
- F. Title 24, California Code of Regulations, is incorporated herein by reference.
- G. Flood Disaster Protection Act of 1973 is incorporated herein by reference.
- H. California Environmental Quality Act (CEQA) is incorporated herein by reference.
- I. *Accounting Standards and Procedures for Counties*, California State Controller, Division of Local Fiscal Affairs, is incorporated herein by reference.
- J. *Construction Grants Program: Contract Administration and Audit Guide*: Board of Corrections, is incorporated herein by reference.
- K. Grantee's project proposal(s) or modification(s) submitted to and approved by the Board are incorporated herein by reference and made a part of this grant contract.
- L. Upon their completion, all Grantee assurances and submittals, and final architectural drawings and specifications submitted to and approved by the Board, or any changes approved by the Board, are incorporated herein by reference and made a part of this grant contract.

In the event of any inconsistency in the grant contract documents, except as otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order: 1) the Grant Contract; 2) Exhibit B; 3) Exhibit A; 4) Titles 15, 19, and 24, CCR; 5) Exhibit C; 6) the Grantee's proposal(s), modification(s), and submittals; and 7) final architectural drawings and specifications.

Grantee accepts and agrees to comply with all terms, provisions, conditions, and commitments of this grant contract, including all incorporated documents.

SECTION 6. GRANT AMOUNT AND LIMITATION

In no event shall the Board be obligated to pay any amount in excess of the grant award of \$430,215. Grantee waives any and all claims against the Board and the State of California, on account of project costs which may exceed the sum of \$430,215.

SECTION 7. CASH (HARD) MATCH AND PROGRAM INCOME

Subject to all terms and provisions of this grant contract, the Grantee agrees to appropriate and spend cash hard matching funds in the amount of \$72,205 which equals at least the amount of the grant divided by nine. Grantee agrees to expend cash hard matching funds on a schedule that is at least pro-rata with the percentage expenditure of grant funds. [Cash match expended for individual consultant fees (e.g., architectural/engineering consultants, construction management consultants, environmental impact report consultants, etc.) for daily consultant activities cannot exceed \$450 per day/consultant. This cap applies only to fees paid to individual consultants and does not apply to fees paid to companies or firms retained by the Grantee for consultant services.]

Cash hard matching funds cannot be spent for activities that occurred before May 20, 1999, or following the scheduled construction completion date of March 30, 2002. Cash hard matching funds must be spent in accordance with the terms and provisions of Exhibit B and the final invoice and project summary report must be submitted on or before May 15, 2002, which is 45 days following scheduled construction completion. Grantee agrees that cash hard matching funds do not supplant funds otherwise dedicated or appropriated for construction activities. Grantee agrees that any proceeds realized from site preparation activities (e.g., salvage value of structures demolished or the proceeds from the sale of timber) shall be applied to the project (program income) and used to reduce the total cost of the project.

SECTION 8. IN-KIND (SOFT) MATCH

Subject to all terms and provisions of this grant contract, the Grantee agrees to provide in-kind (soft) match in the amount of \$35,355. In-kind (soft) match cannot be spent for activities that occurred before May 20, 1999 or following the scheduled construction completion date of March 30, 2002. In-kind match must be spent in accordance with the terms and provisions of Exhibit B and the final invoice and project summary report must be submitted on or before May 15, 2002, which is 45 days following scheduled construction completion.

SECTION 9. AVAILABILITY OF FUNDS

Grantee agrees that the Board's obligation to pay any sums to the Grantee under any provision of this grant contract is contingent upon the availability of sufficient funds. This grant contract is valid and enforceable only if sufficient funds are made available by the Legislature. This grant contract is subject to any additional restrictions, limitations, or conditions, or any statute enacted by the Legislature which may affect the provisions, terms or funding of this grant contract in any manner. As identified in Exhibit A, Grantee

agrees that this grant contract may be terminated at any time by the Board, at its option, where it appears that there will be lack of grant funds available to fulfill this grant contract, provided that after such termination, the Grantee shall be entitled to an amount which equals the eligible project costs which have been incurred by the Grantee prior to such termination.

SECTION 10. COMPLETION OF PROJECT

Grantee agrees to proceed expeditiously with, and complete, the project in accordance with the grant application, timelines, benchmarks, plans, and specifications as approved by the Board and/or as incorporated in all provisions of this grant contract. Grantee acknowledges and understands that failure to meet application assurances, construction timelines, benchmarks, plans, and specifications as approved by the Board and/or as incorporated in all provisions of this grant contract, may result at any time in award adjustments or grant contract termination by the Board.

SECTION 11. PAYMENT OF PROJECT COSTS AND WITHHOLDING OF GRANT DISBURSEMENTS

Grant funds cannot be used for activities that occurred before May 20, 1999 or following the scheduled construction completion date of March 30, 2002. Grant funds must be spent by the Grantee in accordance with the terms and provisions of Exhibit B, and the final invoice and project summary report must be submitted to the Board, on or before May 15, 2002, which is 45 days following scheduled construction completion. Any grant funds not expended by the Grantee by March 30, 2002, will revert to the Board for reallocation or return to the state. Grantee agrees to timely pay any and all costs connected with the project including, without limitation, any and all project costs exceeding the Board share of the project costs. The Board may withhold all or any portion of grant funds in the event of grant contract violations or insufficient County funds to complete the project. Additionally, at such time as the balance of grant funds remaining to be disbursed to the Grantee reaches 20 percent (20%), the Board shall withhold that amount as security, to be released to the Grantee upon complying with all grant provisions, including staffing and operating the facility within 90 days of project completion consistent with Title 15, CCR, receipt and approval of the final audit, final project summary, and final construction inspection and approval by appropriate officials.

IN WITNESS THEREOF, the parties have executed pages one through seven of this grant contract, including attached Exhibits A, B, and C, on the dates set forth below:

STATE BOARD OF CORRECTIONS

By: Toni Hafey
Signature of Executive Director or Designee

Toni Hafey, Deputy Director
Name and Title

Date: 3/4/02

“GRANTEE”

County of: Stanislaus

By: Patricia Hill Thomas
Signature

Patricia Hill Thomas, Assistant Executive Officer
Name and Title

Date: 2-26-02

EXHIBIT A

CONSTRUCTION GRANT CONTRACT STANDARD CONDITIONS

ARTICLE 1. DEFINITIONS

The following terms shall have the meaning hereafter ascribed to them unless the context clearly requires a contrary meaning:

"Board" means the State of California Board of Corrections.

"Construction Bidding" means receiving and accepting a bid to complete the project.

"Construction Documents" means architectural plans and specifications that are 100 percent (100%) complete and generally include: completed specifications with bid proposal documents; completed construction documents; and, special interest items (any corrections, modifications, or additions made to the documents).

"Construction" means the building of the Board-approved project by the successful bidder/contractor. Construction generally begins with site preparation/excavation, demolition, and ends with the completion of the project and acceptance by the county.

"Design Development" means architectural plans and specifications that are 50 percent (50%) complete and generally include: outline specifications (detention hardware, equipment, and furnishings); floor plans (to scale with dimensions, room designations, references, wall types, and ratings); building sections (heights and dimensions); interior elevations; and, preliminary structural, mechanical, and electrical drawings.

"Eligible Project Costs" means, except as otherwise provided, reasonable and necessary project costs actually incurred in construction of the project as specified in Exhibit B attached to and made a part of this grant contract, and which are otherwise eligible for grant funding pursuant to this grant contract and federal and state laws, rules, regulations, guidelines, and policies.

"Environmental Impact Report" (EIR) means a report as defined in the California Environmental Quality Act (CEQA).

"Financial Plan" means arrangements by the grantee to finance its portion of the project cost, including reserves for cash flow during the construction period.

"Fixed Equipment and Fixed Furnishings" means those items that are built-in or otherwise permanently affixed.

"Grantee" means the contractor identified on the Standard Agreement.

"Cash (Hard) Match" means cash spent by the grantee for eligible expenditures as specified in Exhibit B attached to and made a part of this grant contract, and which are otherwise eligible for match expenditure pursuant to this grant contract and state laws, rules, regulations, guidelines, and policies.

"In-Kind (Soft) Match" means the value of personnel, land, or services dedicated to the project by the Grantee for eligible expenditures as specified in Exhibit B attached to and made a part of this grant contract, and which are otherwise eligible for match expenditure pursuant to this grant contract and state laws, rules, regulations, guidelines, and policies.

"Ineligible Project Costs" means, except as otherwise provided, all costs which are not eligible for grant funding pursuant to this grant contract and state laws, rules, regulations, guidelines, and policies even though incurred by the Grantee, including those that are determined by the Board to be unreasonable or unnecessary costs.

"Occupancy" means the placement and continued housing of offenders in a detention facility.

"Operating Cost Statement" means an assessment of costs (staff, utilities, maintenance, etc.) to operate the portion of the facility subject to the project for its life cycle.

"Project" means the construction effort as specified in this grant contract and in Exhibit B attached to and made a part of this grant contract.

"Rated Beds" means the number of beds dedicated to housing adult/juvenile offenders for which a facility's single- and double-occupancy cells/rooms or dormitories were planned and designed in conformity to the standards and requirements contained in Titles 15 and 24, CCR (minimum standards for adult and juvenile detention facilities). Special use cells/rooms used for medical, disciplinary, holding, and safety purposes are not considered in the rated bed capacity of a facility.

"Schematic Design" means architectural plans and specifications that are 30 percent (30%) complete and generally include: a site plan; floor plan; exterior elevations and cross sections; type of construction; and, actual gross floor area.

"Staffing Plan" means a statement of how the facility will be staffed 7 days a week, 24 hours a day, in compliance with Title 15, CCR.

"Standard Agreement" refers to the express, written contractual document between the State of California and the Grantee County.

"Supplant" means the use of grant funds and/or cash (hard) matching funds to replace funds otherwise dedicated or appropriated for construction activities.

ARTICLE 2. PROJECT COSTS

A. Project costs or items eligible for grant funding are those identified in Exhibit B. Project costs eligible for grant funding may include, but are not limited to:

1. Construction of the Board-approved detention facility project, including site preparation.
2. Fixed equipment items (e.g., heating, ventilation, air conditioning, plumbing, lighting, communications, surveillance, security and life/safety equipment, etc.) as necessary for the operation of the detention facility.
3. Fixed furnishings items (e.g., built-in and/or permanently affixed counters, tables, cabinets, seats, etc.) as necessary for the operation of the detention facility.
4. Installation of existing fixed equipment and furnishings as necessary for the operation of the detention facility.

B. Project costs or items which are ineligible for grant funding and cash (hard) match credit include but are not limited to:

1. Site acquisition costs, including costs of purchase, lease, rent, or mortgage.
2. Off-site costs, including access roads and utilities development, outside of a reasonable buffer zone surrounding the perimeter of the security fence, detention facility building, and parking lot.
3. Needs assessment costs.
4. Detention facility personnel and operational costs and related costs of supplies.
5. Construction management functions (ineligible for grant funds; eligible for cash (hard) match only if performed by consultants or contractors outside the regular county work force).
6. Architectural programming and design (ineligible for grant funds; eligible for cash (hard) match only if performed by consultants or contractors outside the regular county work force).
7. Landscaping.
8. Soil and water contamination assessment/mitigation.
9. Excavation of burial sites.
10. Moveable equipment and moveable furnishings.

11. Preparation of Environmental Impact Reports (ineligible for grant funds; eligible for cash (hard) match only if performed by consultants or contractors outside the regular county work force).
12. Bonus payments for early completion of work.
13. Interest charges for late payments.
14. Interest on bonds or any other form of indebtedness required to finance project costs.
15. Costs outside the scope of the Board-approved project.
16. Fines and penalties due to violation of or failure to comply with federal, state or local laws, ordinances, or regulations.
17. Personal injury compensation or damages arising out of or connected with the project, whether determined by adjudication, arbitration, negotiation, or otherwise.
18. All costs incurred in violation of the terms, provisions, conditions, or commitments of this grant contract.
19. Travel and per diem costs.
20. All costs attributable to county building permit fees, sewer/utility use or unit fees, and/or building inspection fees.
21. All costs arising out of or connected with contractor claims against the Grantee, or those persons for whom the Grantee may be vicariously liable, including, but not limited to, any and all costs related to defense or settlement of such claims.
22. Maintenance costs.
23. Supplanting of existing construction, programs, projects, or personnel.
24. All costs arising out of or attributable to Grantee's malfeasance, misfeasance, mismanagement, or negligence.

C. Grantee agrees to appropriate and spend cash as hard matching funds of at least the amount of the grant divided by nine. To qualify as match, Grantee expenditures must be for budget items identified in Exhibit B and be for the project funded by the Board.

ARTICLE 3. GRANTEE'S GENERAL RESPONSIBILITY

Grantee is solely responsible for design, construction, operation, and maintenance of the project as identified in Exhibit B of this grant contract. Review and approval of plans, project specifications, or other documents by the Board, is solely for the purpose of proper administration of grant funds by the Board and shall not be deemed to relieve or restrict the Grantee's responsibility.

ARTICLE 4. GRANTEE ASSURANCES AND COMMITMENTS

A. Compliance with Laws and Regulations.

Grantee shall at all times comply with all applicable federal and state laws, rules, and regulations, and all applicable local ordinances, specifically including, but not limited to, environmental, procurement and safety laws, rules, regulations, and ordinances.

B. Fulfillment of Assurances and Declarations.

Grantee shall fulfill all assurances, declarations, representations, and statements made by the Grantee in the grant application, documents, amendments, and communications filed in support of its request for grant funds.

C. Use of Grant Funds.

Grantee shall expend all grant funds solely for eligible project costs. Grantee shall, upon demand, remit to the Board any grant funds not expended for eligible project costs or an amount equal to any grant funds expended by the Grantee in violation of the terms, provisions, conditions, or commitments of this grant contract. Any grant funds so remitted to the Board shall include interest equal to the rate earned by the State Pooled Money Investment Account.

D. Permits and Licenses.

Grantee agrees to procure all permits and licenses necessary to complete the project, pay all charges and fees, and give all notices necessary or incidental to the due and lawful proceeding of the project work.

E. Compliance with Deliverables, Drawings, and Specifications.

Grantee agrees that deliverables, drawings, and specifications, upon which prime and subcontracts are awarded, shall be the same as those submitted to and approved by the Board.

F. Prime and Subcontracting Requirements.

In accordance with the provisions of this grant contract, the Grantee may contract with public or private contractors of services for activities necessary for the completion of the project. Grantee agrees that in the event of an inconsistency between the grant contract, its Exhibits and Grantee's Agreement

for Construction with a contractor, the grant contract and its Exhibits will prevail. Grantee shall ensure that the contractor complies with all requirements of the grant contract and all instructions of the County Construction Administrator regarding compliance with the grant contract.

Grantee assures that for any contract awarded by the Grantee, such insurance (e.g., fire and extended coverage, workers' compensation, public liability and property damage, and "all-risk" coverage) as is customary and appropriate will be obtained.

The Grantee shall require the contractor to post payment and performance bonds, each of which shall be in an amount not less than 100 percent (100%) of the contract price, if the contract amount is equal to or in excess of the amount for which payment and performance bonds are required by law and ordinance.

Certain changes to the project and/or in the Grantee's Agreement for Construction with a contractor are subject to approval by the Board. Minor modifications to the project do not require Board approval but must be documented and reported on routine progress reports to the Board. The following changes require prior written approval of the Board:

1. Changes which affect the design or scope of the project.
2. Changes which impact compliance with Titles 15, 19, and 24, CCR, or which affect security, fire and life safety of the facility.
3. Changes which extend the project completion date, materially change the Agreement for Construction with the contractor or change the total amount of the grant contract.
4. Change in approved budget categories or Divisions, or movement of dollars between budget categories or Divisions as indicated in Exhibit B.

Grantee agrees that its County Construction Administrator will give prompt notification in writing to the Board of the above events and report any modifications to the Agreement for Construction with its contractor.

Grantee agrees that its contractor will list construction costs according to the Divisions of the Schedule of Values as specified in Exhibit B. Since certain portions of the project may not be eligible for grant funding in all requests for reimbursement, the Grantee's contractor shall separately list work not eligible for grant funding, and the County Construction Administrator shall identify such work for the contractor.

Grantee agrees that it is the County Construction Administrator's responsibility to provide a liaison between the County, the Board, and its contractor. Grantee agrees that its contractor is not responsible nor required to engage in direct discussion with the Board or any representative thereof, except that the

contractor shall in good faith exert its best effort to assist the Grantee in fully complying with all requirements of the grant contract.

Grantee agrees to place appropriate language in all contracts for work on the project requiring the contractor and any subcontractor to:

1. Books and Records.

Maintain adequate fiscal and project books, records, documents, and other evidence pertinent to the contractor's work on the project in accordance with generally accepted accounting principles. Adequate supporting documentation shall be maintained in such detail so as to permit tracing transactions from the invoices, to the financial statement, to the accounting records, and to the supporting documentation. These records shall be maintained for a minimum of three years after acceptance of the final (grant project) audit under the contract, and shall be subject to examination and/or audit by the Board or designees or by state government auditors or designees.

2. Access to Books and Records.

Make such books, records, supporting documentations, and other evidence available to the Board, the Department of General Services, the Department of Finance, and the Bureau of State Audits, their designated representatives, during the course of the project and for a minimum of three years after acceptance of the final (grant project) audit under the grant contract, and provide suitable facilities for access, monitoring, inspection, and copying thereof. Further, the Grantee agrees to include a similar right of the state to audit records and interview staff in any subcontract related to the performance of this grant contract.

3. Nondiscrimination.

See Exhibit C.

4. Access.

Permit the Board, or its authorized agents, to have access to the project staff and facilities whenever project activities are in progress and ensure that the contractor(s) will provide proper facilities for access, monitoring, and inspection.

5. Contractor Advisement.

Be advised that the primary source of funding for the Agreement for Construction is the state grant, and that the county may not have funds to finance the Agreement for Construction independently of the state grant. The contractor shall in all ways cooperate with the

county and the Board in maintaining a good working relationship. The contractor shall cooperate as instructed by the County Construction Administrator in resolving any disputes arising under the grant.

G. Award of Contracts to Other Parties.

Promptly, upon awarding of a contract to a public or private contractor, the Grantee shall advise the Board of the award and shall supply such information and documentation relevant to this project as may be required by the Board.

ARTICLE 5. PROJECT ACCESS

The Grantee shall insure that the Board, or any authorized representative, will have suitable access to the project activities and site(s) at all reasonable times during project implementation.

ARTICLE 6. FLOOD INSURANCE

Grantee shall acquire and maintain any flood insurance made available to it under the Flood Disaster Protection Act of 1973. The insurance shall be in an amount at least equal to the total eligible project costs, excluding cost of land and uninsurable improvements, or to the maximum limit of coverage made available under the Flood Disaster Protection Act of 1973, whichever is less, for the entire useful life of the project. This condition shall not be applicable if, on the date of execution of the grant contract by both parties, flood insurance was not available pursuant to the Flood Disaster Protection Act of 1973 for property in the project location. This condition shall not be applicable if the project location is outside the boundaries of a special flood hazard area delineated on a Flood Hazard Boundary Map or Flood Insurance Rate Map which has been issued by the Department of Housing and Urban Development, Federal Insurance Administration. This condition shall not be applicable if the total value of improvements insurable under the Flood Disaster Protection Act of 1973 is less than \$10,000.

ARTICLE 7. RECORDS

The Grantee shall establish an official file for the project. The file shall contain adequate documentation of all actions that have been taken with respect to the project, in accordance with generally accepted government accounting principles.

The Grantee shall establish separate accounting records for receipt, deposit, and disbursement of all project funds as specified in Article 13.

The Grantee shall maintain books, records, documents, and other evidence sufficient to reflect properly the amount, receipt, and disposition of all project funds, including Board-grant funds and any matching funds by the Grantee and the total cost of the project. The maintenance requirements extend to books of original entry, source documents supporting accounting transactions, the general ledger, subsidiary ledgers, personnel and payroll records, canceled checks, and related documents and records. Source documents include copies of all awards, applications, and required financial and

narrative reports. Personnel and payroll records shall include the time and attendance reports for all individuals reimbursed under the award, whether they are employed full-time or part-time. Time and effort reports are also required for consultants and contractors. Generally accepted government accounting principles and adequate supporting documentation shall be maintained in such detail so as to provide an audit trail which will permit tracing transactions from the invoices to the financial statement, to the accounting records, and to the supporting documentation for the purpose of determining compliance with PCC § 10115 et seq., GC § 8546.7 and 2 CCR § 1896.60 et seq.

Grantee agrees to protect records adequately from fire or other damage. When records are stored away from the Grantee's principal office, a written index of the location of records stored must be on hand and ready access must be assured. All Grantee records relevant to the project must be preserved a minimum of three years after acceptance of the final (grant project) audit, and shall be subject at all reasonable times to inspection, examination, monitoring, copying, excerpting, transcribing, and audit by the Board or designees or, by state government auditors or designees. If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the three-year period, the records must be retained until the completion of the action and resolution of all issues which arise from it or until the end of the regular three-year period, whichever is later.

ARTICLE 8. ACCOUNTING AND AUDIT REQUIREMENTS

All funds received by the Grantee shall be deposited into separate fund accounts which identify the funds and clearly show the manner of their disposition. Grantee agrees that the audit and accounting procedures shall be in accordance with generally accepted government accounting principles and practices (see *Accounting Standards and Procedures for Counties*, California State Controller, Division of Local Government Fiscal Affairs) and adequate supporting documentation shall be maintained in such detail so as to provide an audit trail which will permit tracing transactions from support documentation to the accounting records to the financial reports and billings. The Grantee further agrees to the following audit requirements:

A. Pre-payment Audit

Prior to the deposit of grant funds into the separate account, the Board may require the Grantee to have a system audit performed by an auditor satisfactory to the Board to insure that the Grantee's accounting system meets generally accepted government accounting principles;

B. Interim Audit

The Board reserves the right to call for a program audit or a system audit at any time between the execution of this grant contract and the completion or termination of the project. At any time, the Board may disallow (that is, deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action determined to be not in compliance with the terms and conditions of this grant contract, or take other remedies legally available; and,

C. Final Audit

Within 90 calendar days of the construction completion date, the Grantee must obtain and submit a final program audit to the Board (see *Contract Administration and Audit Guide: Construction Grants Program*, Board of Corrections). The audit shall be prepared in accordance with generally accepted auditing standards and government auditing standards for financial and compliance audits. The audit may be performed by the Grantee subject to the terms hereinafter described, or the Grantee may hire, at county cost, an independent auditor to complete the final audit. Since the audit function must maintain organization independence, the county financial officer for this project shall not perform audits of the grant contract-related activities. Additionally, internal county auditors who report to the financial officer, or to whom the financial officer reports, shall not perform the audit. The person conducting the audit shall be a certified public accountant, unless the audit is completed by a county auditor. Failure to comply with these qualifications standards could result in the rejection of the audit report.

At any time, the Board may disallow (that is, deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action determined to be not in compliance with the terms and conditions of this grant contract, or take other remedies legally available.

ARTICLE 9. REPORTS

The Grantee agrees to submit invoices and progress/final reports in a format and on a timetable specified by the Board during the period of the grant contract. Reports are due to the Board even if grant funds are not expended or requested in the reporting period. Not submitting invoices and progress/final reports in a timely manner may result in grant disbursements being withheld. In addition, Grantee shall immediately advise the Board of any significant problems or changes arising during the course of the project.

Without limitation of the foregoing, the following reports are required:

A. Quarterly Fiscal Invoice and Progress/Final Report

The Grantee agrees to submit quarterly fiscal invoices and progress/final reports to the Board on the appropriate form provided to the Grantee during the term of this grant contract. The reports shall include, but not be limited to, project construction activities, change orders issued, problems identified, assistance needed, grant and match expenditures made, grant funds received, and grant funds requested.

The quarterly fiscal and progress/final report must be submitted within 45 calendar days after the end of the fiscal quarter. The due dates for the invoices and progress reports are no later than:

| | | |
|-----------------------------------|------------------|------------------|
| 1 st Quarterly Period: | July-September | Due: November 15 |
| 2 nd Quarterly Period: | October-December | Due: February 15 |

3rd Quarterly Period: January-March Due: May 15
4th Quarterly Period: April-June Due: August 15

B. Final Fiscal Invoice and Project Summary

The Grantee agrees to submit to the Board a Final Fiscal Invoice and Project Summary on the appropriate form provided to the Grantee within 45 calendar days of the scheduled construction completion date identified in the grant contract. The report shall include, but not be limited to, total grant and match expenditures made by budget division, total grant funds received, remaining grant funds requested, number of rated beds added and modified, and a detailed description of the finished project including pre-construction and post-construction photographs or other visual material suitable for public distribution.

ARTICLE 10. DISCRIMINATION BY GRANTEE

See Exhibit C.

ARTICLE 11. CHANGES

Grantee agrees that no substantial change or modification to the project will be permitted without prior written approval of the Board. Minor modifications to the project do not require Board approval, but must be documented and reported on routine progress reports to the Board. The following types of changes require written approval of the Board:

- A. Changes which affect the design or scope of the project.
- B. Changes which impact compliance with Titles 15, 19, and 24, CCR, or which affect security, fire and life safety of the facility.
- C. Changes which extend the project completion date, materially change the Agreement for Construction with the contractor, or change the total amount of the grant contract.
- D. Change in approved budget categories or Divisions, or movement of dollars between budget categories or Divisions as indicated in Exhibit B.

Grantee agrees that its County Construction Administrator will give prompt notification in writing to the Board of the above events and report any modifications to the Agreement for Construction with its contractor.

In no event shall any budget changes be authorized which would cause the total amount of the grant award to be exceeded.

ARTICLE 12. WITHHOLDING OF GRANT DISBURSEMENTS

A. The Board may withhold all or any portion of the grant funds provided for by this grant contract in the event that:

1. Grant Contract Violations

The Grantee has materially and substantially breached the terms and conditions of this grant contract.

2. Insufficient County Funds

The Grantee is unable to demonstrate, to the satisfaction of the Board's Executive Director, continuous availability of sufficient funds to complete the project.

3. Insufficient Match Disbursement

The Grantee has not expended its cash hard match requirement on a schedule that is at least pro-rata with the percentage expenditure of grant funds.

B. At such time as the balance of state funds allocated to the County reaches 20 percent (20%), the Board shall withhold that amount as security, to be released to the Grantee upon complying with all grant provisions, including: 1) staffing and operating the facility within 90 days of project completion consistent with Title 15, CCR; 2) receipt and approval of the final audit and final project summary report; and 3) final construction inspection and approval by appropriate officials.

C. In the event that grant funds are withheld from the Grantee, the Board's Executive Director or designee shall notify the Grantee of the reasons for withholding and advise the Grantee of the time within which the Grantee may remedy the failure or violation leading to the withholding.

The Board will not reimburse counties for costs identified as ineligible for grant funding. If grant funds have been provided for costs subsequently discovered to be ineligible, the Board may either withhold an equal amount from subsequent payments to the Grantee or require repayment of an equal amount to the state by the Grantee. Any grant funds so remitted to the Board may be subject to interest equal to the rate earned by the State Pooled Money Investment Account.

ARTICLE 13. DISBURSEMENT

The Grantee shall be paid in arrears on invoices of expenditures and request for grant funds submitted to the Board on a quarterly basis on the Quarterly Fiscal Invoice and Progress/Final Report. The Grantee shall supply the Board with the appropriate expenditure documentation and request for grant funds on form(s) provided by the Board and certify to the accuracy of the report(s) in accordance with generally accepted governmental accounting principles and Board regulations, guidelines, policies, and

procedures. The Grantee shall further certify that all listed expenditures are actual and that all funds were expended for the purpose of liquidating obligations identified in Exhibit B and legally incurred.

The state will normally issue a warrant for eligible grant contract funds within 20 days of receipt of county invoice and documentation of eligible grant contract expenditures. All requests for payment shall be accompanied by any documentation as may be required by the Board and with such certification(s) as may be required by the Board.

ARTICLE 14. TERMINATION

- A. This grant contract may be terminated at any time by the Board, at its option, where it appears that there will be lack of grant funds available to fulfill this grant contract, provided that after such termination, the Grantee shall be entitled to an amount which equals the eligible project costs which have been incurred by the Grantee prior to such termination.
- B. This grant contract may be terminated after the award of the grant contract(s) but prior to completion of the project, by the Board, upon action or inaction by the Grantee which constitutes a material and substantial breach of this grant contract. Such action or inaction by the Grantee includes but is not limited to:
 - 1. Substantial alteration of the scope of the grant project without the prior written approval of the Board.
 - 2. Refusal or inability to complete the grant project in a manner consistent with the grant application, timelines, benchmarks, plans, and specifications as approved by the Board, or refusal or inability to comply with the applicable provisions of Titles 15, 19, or 24, CCR.
 - 3. Failure to provide the required local cash (hard) match share of the total project costs pro-rata with the percentage expenditure of grant funds, failure to provide the required in-kind (soft) match share of total project costs; and/or failure to adhere to the cash (hard) match expenditure schedule identified in Exhibit B.
 - 4. Failure to meet prescribed assurances, commitments, grant contract, record accounting and auditing, and reporting requirements.
 - 5. Any other violation(s) of the grant contract which significantly impairs the security of the grant funds, or, the ability of the Grantee to utilize the funds for the intended and authorized purpose as identified in Exhibit B.
- C. In the event of termination provided in Article 14 B, Grantee agrees, upon notification, to refund to the Board an amount up to all grant funds previously disbursed to the Grantee. Any grant funds so remitted to the Board may be

subject to interest equal to the rate earned by the State Pooled Money Investment Account.

Prior to terminating any grant contract under the provisions of Article 14 B, the Board shall provide the Grantee at least 30 days written notice, stating the reason(s) for termination and effective date thereof. The Grantee may appeal the termination decision in accordance with Article 15.

D. Nothing in this Article in any way alters or limits the authority of the Board to withhold grant funds in accordance with Article 12.

ARTICLE 15. DISPUTES

Grantee shall continue with the responsibilities under this grant contract during any disputes. Except as otherwise provided in this grant contract, any dispute concerning a question of fact arising under, or relating to, the performance of this grant contract which is not resolved by agreement between Grantee and Board staff shall be decided by the Board. This clause does not preclude consideration of legal questions; nothing in this grant contract shall be construed as making final the decision of any administrative official, representative, or Board on a question of law.

A Grantee may appeal on the basis of alleged misapplication, capricious enforcement of regulations, or substantial differences of opinion as may occur concerning the proper application of regulations or procedures. Such appeal shall be filed within 30 calendar days of the notification of the action with which the Grantee is dissatisfied. The request shall be in writing stating the basis for the dissatisfaction and the action being requested of the Board.

A hearing shall be conducted by a hearing panel designated by the Chairperson of the Board at a reasonable time, date, and place, but not later than 21 days after the filing of the request for hearing with the Board, unless delayed for good cause. The Board shall mail or deliver to the appellant or authorized representative a written notice of the time and place of hearing not less than 14 days prior to the hearing. The procedural time requirements may be waived with mutual written consent of the parties involved.

Appeal hearing matters shall be set for hearing, heard, and disposed of by a notice of decision by the Board within 90 days from the date of the request for appeal hearing, except in those cases where the appellant withdraws or abandons the request for hearing or the matter is continued for what is determined by the hearing panel to be good cause.

An appellant may waive a personal hearing before the hearing panel and under such circumstances, the hearing panel shall consider the written information submitted by the appellant and other relevant information as may be deemed appropriate.

The hearing is not formal in nature. Pertinent and relevant information, whether written or oral, will be accepted. Hearings will be tape recorded. After the hearing has been completed, the hearing panel shall submit an advisory recommendation on the matter to the Board. The decision of the Board shall be final.

ARTICLE 16. REMEDIES

Grantee agrees that any remedy provided in this grant contract is in addition to and not in derogation of any other legal or equitable remedy available to the Board as a result of breach of this grant contract by the Grantee, whether such breach occurs before or after completion of the project. In the event of litigation between the parties hereto arising from this grant contract, it is agreed that the prevailing party shall be entitled to such reasonable costs and/or attorney fees as may be ordered within the discretion of the Court.

ARTICLE 17. WAIVER

The parties hereto may, from time to time, waive any of their rights under this grant contract unless such waiver is contrary to law, provided that any such waiver shall be in writing and signed by the party making such waiver.

ARTICLE 18. AMENDMENT

This grant contract may be amended at any time by mutual written agreement of the parties.

ARTICLE 19. CHILD SUPPORT COMPLIANCE ACT

For any grant contract in excess of \$100,000, the Grantee acknowledges that:

- A. The Grantee recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and
- B. The Grantee, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

ARTICLE 20. DRUG-FREE WORKPLACE REQUIREMENTS

Grantee will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

- A. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

B. Establish a Drug-Free Awareness Program to inform employees about:

- 1) the dangers of drug abuse in the workplace;
- 2) the person's or organization's policy of maintaining a drug-free workplace;
- 3) any available counseling, rehabilitation and employee assistance programs; and
- 4) penalties that may be imposed upon employees for drug abuse violations.

C. Provide that every employee who works on the proposed project will:

- 1) receive a copy of the company's drug-free policy statement; and
- 2) agree to abide by the terms of the company's statement as a condition of employment on the project.

Failure to comply with these requirements may result in suspension of payments under the Standard Agreement or termination of the Standard Agreement, or both, and Grantee may be ineligible for award of any future state agreements if the department determines that any of the following has occurred: (1) the Grantee has made false certification, or (2) violated the certification by failing to carry out the requirements as noted above. (GC 8350 et seq.)

ARTICLE 21. AMERICANS WITH DISABILITIES ACT

Grantee assures the state that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et. seq.)

ARTICLE 22. UNION ORGANIZING

Grantee, by signing this grant contract, hereby acknowledges the applicability of Government Code 16645 through 16649 to this grant contract. Furthermore, Grantee, by signing this grant contract, hereby certifies that:

1. No state funds disbursed by this grant contract will be used to assist, promote or deter union organizing.
2. Grantee shall account for state funds disbursed for a specific expenditure by this grant contract, to show those funds were allocated to that expenditure.
3. Grantee shall, where state funds are not designated as described in (1) above, allocate, on a pro-rata basis, all disbursements that support the grant program.
4. If Grantee makes expenditures to assist, promote or deter union organizing, Grantee will maintain records sufficient to show that no state funds were used for those expenditures, and that Grantee shall provide those records to the Attorney General upon request.

EXHIBIT B

PROJECT DESCRIPTION AND BUDGET

County (Grantee): Stanislaus

Name of Facility Subject to Construction: Stanislaus County Juvenile Hall Security and Fire Protection Upgrade.

SECTION 1. PROJECT DESCRIPTION

Provide a precise, thorough description of the exact project to be completed with grant funds, cash (hard) matching funds, and in-kind (soft) matching funds (i.e., identification of housing unit; number of rated beds added; security level changes; square footage; etc.):

The scope of work for the Security Electronics Upgrade will include:

- Construction and installation of a new security control panel.
- Replacement of the existing door lock and controls for approximately 20 doors and two gates.
- Replacement of existing close circuit television monitors with new and more efficient technology.
- Total integration of the security electronics system throughout the entire facility.

The scope of work for the installation of the Fire Sprinkler system will include:

- Installation of a sprinkler control system.
- Routing of conduit throughout the existing facility.
- Installation of sprinklers in or adjacent to all existing sleeping rooms, program space, and staff work areas of the facility (approximately 42,000 sq. ft.).
- Looping of the fire line to provide adequate water pressure to the new fire system.

SECTION 2. TIMETABLE AND CONSTRUCTION SCHEDULE

Provide an outline of the approved construction schedule (dates/key events) from construction start to finish:

Electronic Security Upgrade: The contract starts November 7, 2000 and ends March 30, 2002.

Fire Protection Upgrade: The contract starts November 7, 2000 and ends March 30, 2002.

Loop Fire Line: This contract starts May 1, 2001 and ends March 30, 2002.

SECTION 3. CONSTRUCTION MANAGEMENT PLAN

Provide a general outline of the construction management plan, including methods to monitor/control the project and ensure a successful, on schedule completion:

A. Functions and Responsibilities:

Construction Administrator: The Stanislaus County Chief Executive Officer has selected Ms. Patricia Hill Thomas, Assistant Executive Officer, as the Construction Project Administrator for this project.

Project Coordinator: The Stanislaus County Chief Executive Officer has selected Mr. John Nichols as the Project Leader. Mr. Nichols has experience on other correctional capital projects.

- Bid Packaging: For Cost Control the project was divided into four bid packages.
- Bid Package #1 is to convert the hard wired security system to a system using computer logic and was designed by Kaplan, McLaughlin and Diaz as part of the Juvenile Hall Expansion Project.
- Bid Package #2 is to upgrade the Electronic Security System and was designed by On Line Electric of Oakland, CA.
- Bid Package #3 is to design and install the Fire Protection System and was designed by Capital Engineering of Sacramento, CA .
- Bid Package #4 is to design and install the Loop Fire Line System and was designed by LRS Architects of Portland, OR.

The County contracted with O'Brien-Kreitzberg for Construction Management of the design, bid and award phase of the project. Stanislaus County will manage the construction.

Plan for Monitoring Progress of the Project:

The County Capital Projects department will maintain a management team on the project which meets approximately once a week. The goal of the management team is to maintain contact and communication among the Capital Projects, Probation, Design Professional and the Contractors. Capital Projects will establish and implement procedures for expediting and processing requests for information, shop drawings, materials and equipment sample submittals, contract schedule

adjustments, change orders, substitutions, payment requests and will maintain logs and other necessary documents for tracking all relevant information on the project. Capital Projects will maintain daily job reports as a record of activities on the job-site.

Capital projects will monitor the quality of construction, assist in guarding the County against defects and deficiencies in the workmanship, review requests for changes orders, and advise the county if the change is in the best interest of the project.

SECTION 4. KEY PERSONNEL

Provide a listing of the names, titles, and roles of key construction and management personnel:

Stanislaus County Personnel:

Patricia Hill Thomas, Project Administrator (209) 535-6333

John Nichols, Chief Executive Office, Project Leader (209) 525-4380

Jim Kwartz, Project Financial Officer (209) 525-6398

Linda Duffy, Chief Probation Officer (209) 525-4578

Wanda Flood, Chief Deputy Probation Officer, Juvenile Hall Contact (209) 525-4573

Construction Management:

Don Phemister-Construction Manager (209) 525-4380

Engineers/Consultants

Bid Package #1: John MacAllister-Kaplan, McLaughlin and Diaz, Project Manager (415) 398-5191

Bid Package #2: Sandor Zirulnik-One Line Electric-President/Project Manager (510) 268-8373

Bid Package #3: Anthony Colaccia-Capital Engineering Consultants, Project Manager (916) 386-8888

Bid Package #4 Paul Boundy-LRS Architects, Project Manager (503) 265-1561

Contractors:

Bid Package #1: Ron Kettleman-Acme Construction, Administrator, (209) 523-2674

Bid Package #2: Dan Belden Central California Electronics, Administrator, (559) 485-1254

Bid Package #3: Jeff Bonne-Safeguard Fire Protection, Administrator, (408) 946-7272

Bid Package #4: Robert Maccini-Flintco, Inc., Administrator, (916) 858-8377

Inspector:

Lester Cutchall-Cutchall Inspections, Inspector of Record, (209) 558-8061

SECTION 5. COUNTY FINANCIAL PLAN

Provide a summary of the county's arrangements to pay its share of project costs, including identification of the source of cash (hard) match. Also, summarize and describe reserves for cash flow during construction that will enable the county to operate the project on a quarterly reimbursement basis:

The Board of Supervisors authorized the required matching funds and operating expenses to be transferred from the Stanislaus County Plant Acquisition fund to this project budget. The dedication project account title is Juvenile Hall Fire Sprinkler/Security Electronics, Fund #2044.

SECTION 6. GRANT FUNDS EXPENDITURE CASH FLOW PROJECTION

For county and state planning purposes, insert the estimated amount of grant funds that will be expended by calendar year quarter:

Calendar Year 2001

Q3. \$ -0-

Q4. \$ -0-

Calendar Year 2002

Q1. \$ -0-

Q2. \$430,215

Q3. \$ -0-

Q4. \$ -0-

SECTION 7. CASH (HARD) MATCH EXPENDITURE SCHEDULE

Grantee agrees to expend cash (hard) matching funds on a schedule that is at least pro-rata with the percentage expenditure of grant funds.

SECTION 8. GRANT AWARD CLASSIFICATION OF COSTS AND SCHEDULE OF VALUES

The following Divisions are budget categories that reflect major cost areas for construction projects as identified by the CSI. The subtotal presented for each Division reflects the total costs attributable to that Division. Within each Division are the specific sub-elements of work/materials to be provided. These costs represent engineering estimates of the anticipated costs for each sub-element. Any cost changes to reconcile with actual costs for expenditure purposes, and related intrabudget transfers among

Divisions must comply with the budget provisions of the grant contract and Exhibits A and B. *THE COSTS IDENTIFIED IN THIS SECTION SHOULD BE FOR GRANT FUNDS ONLY.*

| DIVISION 0. | | BID/CONTRACT | | |
|-------------|-------------|--------------|---------------------|--|
| | Sub-element | Cost | Total Division Cost | |
| 1. | | \$0.00 | | |
| 2. | | \$0.00 | | |
| 3. | | \$0.00 | | |
| | | | \$0.00 | |

| DIVISION 1. | | GENERAL REQUIREMENTS | | |
|-------------|-------------|----------------------|---------------------|--|
| | Sub-element | Cost | Total Division Cost | |
| 1. | | \$0.00 | | |
| 2. | | \$0.00 | | |
| 3. | | \$0.00 | | |
| | | | \$0.00 | |


| DIVISION 2. | | SITE WORK | | |
|-------------|-------------|-----------|---------------------|--|
| | Sub-element | Cost | Total Division Cost | |
| 1. | | \$0.00 | | |
| 2. | | \$0.00 | | |
| 3. | | \$0.00 | | |
| | | | \$0.00 | |

| DIVISION 3. | | CONCRETE | | |
|-------------|-------------|----------|---------------------|--|
| | Sub-element | Cost | Total Division Cost | |
| 1. | | \$0.00 | | |
| 2. | | \$0.00 | | |
| 3. | | \$0.00 | | |
| | | | \$0.00 | |

| DIVISION 4. | | MASONRY | | |
|-------------|-------------|---------|---------------------|--|
| | Sub-element | Cost | Total Division Cost | |
| 1. | | \$0.00 | | |
| 2. | | \$0.00 | | |
| 3. | | \$0.00 | | |
| | | | \$0.00 | |

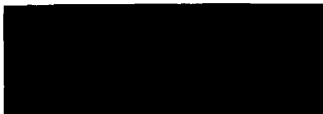
DIVISION 5.

METALS

| | Sub-element | Cost | Total Division Cost |
|----|--------------------|-------------|---|
| 1. | | \$0.00 |  |
| 2. | | \$0.00 | |
| 3. | | \$0.00 | |
| | | | \$0.00 |


DIVISION 6.

WOOD AND PLASTIC

| | Sub-element | Cost | Total Division Cost |
|----|--------------------|-------------|---|
| 1. | | \$0.00 |  |
| 2. | | \$0.00 | |
| 3. | | \$0.00 | |
| | | | \$0.00 |


DIVISION 7.

THERMAL AND MOISTURE PROTECTION

| | Sub-element | Cost | Total Division Cost |
|----|--------------------|-------------|---|
| 1. | | \$0.00 |  |
| 2. | | \$0.00 | |
| 3. | | \$0.00 | |
| | | | \$0.00 |


DIVISION 8.

DOORS AND WINDOWS

| | Sub-element | Cost | Total Division Cost |
|----|--------------------|-------------|---|
| 1. | | \$0.00 |  |
| 2. | | \$0.00 | |
| 3. | | \$0.00 | |
| | | | \$0.00 |


DIVISION 9.

FINISHES

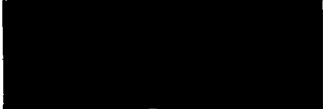
| | Sub-element | Cost | Total Division Cost |
|----|--------------------|-------------|---|
| 1. | | \$0.00 |  |
| 2. | | \$0.00 | |
| 3. | | \$0.00 | |
| | | | \$0.00 |

DIVISION 10.

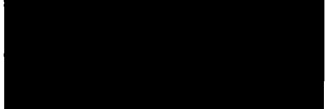
SPECIALTIES

| | Sub-element | Cost | Total Division Cost |
|----|--------------------|-------------|---|
| 1. | | \$0.00 |  |
| 2. | | \$0.00 | |
| 3. | | \$0.00 | |
| | | | \$0.00 |

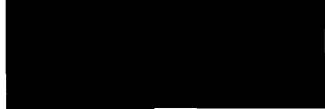
DIVISION 11. FIXED EQUIPMENT

| | Sub-element | Cost | Total Division Cost |
|----|--------------------|-------------|---|
| 1. | | \$0.00 |  |
| 2. | | \$0.00 | |
| 3. | | \$0.00 | |
| | | | \$0.00 |

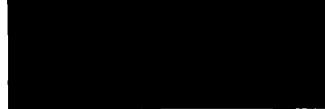
DIVISION 12. FIXED FURNISHINGS

| | Sub-element | Cost | Total Division Cost |
|----|--------------------|-------------|---|
| 1. | | \$0.00 |  |
| 2. | | \$0.00 | |
| 3. | | \$0.00 | |
| | | | \$0.00 |


DIVISION 13. SPECIAL CONSTRUCTION

| | Sub-element | Cost | Total Division Cost |
|----|--------------------|-------------|---|
| 1. | | \$0.00 |  |
| 2. | | \$0.00 | |
| 3. | | \$0.00 | |
| | | | \$0.00 |

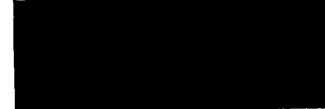
DIVISION 14. CONVEYING SYSTEMS

| | Sub-element | Cost | Total Division Cost |
|----|--------------------|-------------|---|
| 1. | | \$0.00 |  |
| 2. | | \$0.00 | |
| 3. | | \$0.00 | |
| | | | \$0.00 |

DIVISION 15. MECHANICAL

| | Sub-element | Cost | Total Division Cost |
|----|--------------------|--------------|---|
| 1. | Fire Protection | \$273,554.00 |  |
| 2. | | \$ 0.00 | |
| 3. | | \$ 0.00 | |
| | | | \$273,554.00 |

DIVISION 16. ELECTRICAL

| | Sub-element | Cost | Total Division Cost |
|----|------------------------------|--------------|---|
| 1. | Controls and Instrumentation | \$156,661.00 |  |
| 2. | | \$ 0.00 | |
| 3. | | \$ 0.00 | |
| | | | \$156,661.00 |

DIVISION 17.

CONTINGENCY (Not to exceed 10 percent (10%) of Section total)

| | Sub-element | Cost | Total Division Cost |
|----|--------------------|-------------|----------------------------|
| 1. | | \$0.00 | |
| 2. | | \$0.00 | |
| 3. | | \$0.00 | |
| | | | \$0.00 |

GRAND TOTAL SECTION 8 GRANT AWARD COSTS \$430,215.00

SECTION 9. GRANTEE CASH (HARD) MATCH CLASSIFICATION OF COSTS AND SCHEDULE OF VALUES

The following Divisions, except Architectural, Construction Management, and CEQA/EIR, are budget categories that reflect major cost areas for construction projects as identified by the Construction Specification Institute (CSI). The subtotal presented for each Division reflects the total costs attributable to that Division. Within each Division are the specific sub-elements of work/materials to be provided. These costs represent engineering estimates of the anticipated costs for each sub-element. Any cost changes to reconcile with actual costs for expenditure purposes, and related intrabudget transfers among Divisions, must comply with the budget provisions of the grant contract and Exhibits A and B. *THE COSTS IDENTIFIED IN THIS SECTION SHOULD BE FOR GRANTEE CASH (HARD) MATCH FUNDS ONLY.*

ARCHITECTURAL (OUTSIDE COUNTY WORKFORCE)

| | Sub-element | Cost | Total Division Cost |
|----|--|-------------|----------------------------|
| 1. | Architectural (Outside County Workforce) | \$35,753.00 | |
| 2. | | \$ 0.00 | |
| 3. | | \$ 0.00 | |
| | | | \$35,753.00 |

CONSTRUCTION MANAGEMENT (OUTSIDE COUNTY WORKFORCE)

| | Sub-element | Cost | Total Division Cost |
|----|----------------------------------|-------------|----------------------------|
| 1. | Construction Management Services | \$29,427.00 | |
| 2. | | \$ 0.00 | |
| 3. | | \$ 0.00 | |
| | | | \$29,427.00 |

**CALIF. ENVIRONMENTAL QUALITY ACT/ENVIRONMENTAL IMPACT REPORT
(OUTSIDE COUNTY WORKFORCE)**

| | Sub-element | Cost | Total Division Cost |
|----|-------------|--------|---------------------|
| 1. | | \$0.00 | |
| 2. | | \$0.00 | |
| 3. | | \$0.00 | |
| | | | \$0.00 |

DIVISION 0. BID/CONTRACT

| | Sub-element | Cost | Total Division Cost |
|----|-------------|--------|---------------------|
| 1. | | \$0.00 | |
| 2. | | \$0.00 | |
| 3. | | \$0.00 | |
| | | | \$0.00 |

DIVISION 1. GENERAL REQUIREMENTS

| | Sub-element | Cost | Total Division Cost |
|----|-----------------|-------------|---------------------|
| 1. | Quality Control | \$ 7,025.00 | |
| 2. | | \$ 0.00 | |
| 3. | | \$ 0.00 | |
| | | | \$7,025.00 |

DIVISION 2. SITE WORK

| | Sub-element | Cost | Total Division Cost |
|----|-------------|--------|---------------------|
| 1. | | \$0.00 | |
| 2. | | \$0.00 | |
| 3. | | \$0.00 | |
| | | | \$0.00 |

DIVISION 3. CONCRETE


| | Sub-element | Cost | Total Division Cost |
|----|-------------|--------|---------------------|
| 1. | | \$0.00 | |
| 2. | | \$0.00 | |
| 3. | | \$0.00 | |
| | | | \$0.00 |

DIVISION 4. MASONRY

| | Sub-element | Cost | Total Division Cost |
|----|-------------|--------|---------------------|
| 1. | | \$0.00 | |
| 2. | | \$0.00 | |
| 3. | | \$0.00 | |
| | | | \$0.00 |


DIVISION 5.

METALS

| | Sub-element | Cost | Total Division Cost |
|----|--------------------|-------------|---|
| 1. | | \$0.00 |  |
| 2. | | \$0.00 | |
| 3. | | \$0.00 | |
| | | | \$0.00 |

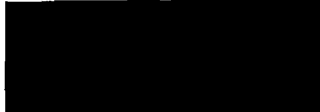
DIVISION 6.

WOOD AND PLASTIC

| | Sub-element | Cost | Total Division Cost |
|----|--------------------|-------------|---|
| 1. | | \$0.00 |  |
| 2. | | \$0.00 | |
| 3. | | \$0.00 | |
| | | | \$0.00 |


DIVISION 7.

THERMAL AND MOISTURE PROTECTION

| | Sub-element | Cost | Total Division Cost |
|----|--------------------|-------------|--|
| 1. | | \$0.00 |  |
| 2. | | \$0.00 | |
| 3. | | \$0.00 | |
| | | | \$0.00 |


DIVISION 8.

DOORS AND WINDOWS

| | Sub-element | Cost | Total Division Cost |
|----|--------------------|-------------|---|
| 1. | | \$0.00 |  |
| 2. | | \$0.00 | |
| 3. | | \$0.00 | |
| | | | \$0.00 |

DIVISION 9.

FINISHES

| | Sub-element | Cost | Total Division Cost |
|----|--------------------|-------------|---|
| 1. | | \$0.00 |  |
| 2. | | \$0.00 | |
| 3. | | \$0.00 | |
| | | | \$0.00 |

DIVISION 10. SPECIALTIES

| Sub-element | Cost | Total Division Cost |
|-------------|--------|----------------------|
| 1. | \$0.00 | [REDACTED] \$0.00 |
| 2. | \$0.00 | |
| 3. | \$0.00 | |

DIVISION 11. FIXED EQUIPMENT

| Sub-element | Cost | Total Division Cost |
|-------------|--------|----------------------|
| 1. | \$0.00 | [REDACTED] \$0.00 |
| 2. | \$0.00 | |
| 3. | \$0.00 | |

DIVISION 12. FIXED FURNISHINGS

| Sub-element | Cost | Total Division Cost |
|-------------|--------|----------------------|
| 1. | \$0.00 | [REDACTED] \$0.00 |
| 2. | \$0.00 | |
| 3. | \$0.00 | |

DIVISION 13. SPECIAL CONSTRUCTION

| Sub-element | Cost | Total Division Cost |
|-------------|--------|----------------------|
| 1. | \$0.00 | [REDACTED] \$0.00 |
| 2. | \$0.00 | |
| 3. | \$0.00 | |

DIVISION 14. CONVEYING SYSTEMS

| Sub-element | Cost | Total Division Cost |
|-------------|--------|----------------------|
| 1. | \$0.00 | [REDACTED] \$0.00 |
| 2. | \$0.00 | |
| 3. | \$0.00 | |

DIVISION 15. MECHANICAL

| Sub-element | Cost | Total Division Cost |
|-------------|--------|----------------------|
| 1. | \$0.00 | [REDACTED] \$0.00 |
| 2. | \$0.00 | |
| 3. | \$0.00 | |

DIVISION 16.

ELECTRICAL

| | Sub-element | Cost | Total Division Cost |
|----|--------------------|-------------|----------------------------|
| 1. | | \$0.00 | |
| 2. | | \$0.00 | |
| 3. | | \$0.00 | |
| | | | \$0.00 |

GRAND TOTAL SECTION 9 CASH (HARD) MATCH COSTS: \$72,205.00

SECTION 10. GRANTEE IN-KIND (SOFT) MATCH CLASSIFICATION OF COSTS AND SCHEDULE OF VALUES

In-kind (soft) match may be claimed for cost or current fair market value of Site Acquisition (Land Only) supported by appraisal and used for construction of a new or expanded facility that is paid by the grant; Audit of Grant; Needs Assessment; County Administration; Transition Planning; Architectural; Construction Management; CEQA/NEPA; and Construction within budget categories that reflect major cost areas for construction projects as identified by the CSI. The subtotal presented for each Division reflects the total costs attributable to that Division. Within each Division are the specific sub-elements of work/materials to be provided. These costs represent engineering estimates of the anticipated costs for each sub-element. Any cost changes to reconcile with actual costs for expenditure purposes, and related intrabudget transfers among Divisions, must comply with the budget provisions of the grant contract and Exhibits A and B. *THE COSTS IDENTIFIED IN THIS SECTION SHOULD BE FOR GRANTEE VALUE OF IN-KIND (SOFT) MATCH FUNDS ONLY.*

SITE ACQUISITION (LAND ONLY - COST OR FAIR MARKET VALUE)

| | Sub-element | Cost | Total Division Cost |
|----|--------------------|-------------|----------------------------|
| 1. | | \$0.00 | |
| 2. | | \$0.00 | |
| 3. | | \$0.00 | |
| | | | \$0.00 |

AUDIT OF GRANT

| | Sub-element | Cost | Total Division Cost |
|----|--------------------|-------------|----------------------------|
| 1. | | \$0.00 | |
| 2. | | \$0.00 | |
| 3. | | \$0.00 | |
| | | | \$0.00 |

NEEDS ASSESSMENT

| | Sub-element | Cost | Total Division Cost |
|----|--------------------|-------------|----------------------------|
| 1. | | \$0.00 | |
| 2. | | \$0.00 | |
| 3. | | \$0.00 | |
| | | | \$0.00 |

COUNTY ADMINISTRATION

| | Sub-element | Cost | Total Division Cost |
|----|--------------------------|--------------|----------------------------|
| 1. | Project Management | \$ 24,690.00 | |
| 2. | Printing and Publication | \$ 10,665.00 | |
| 3. | | \$ 0.00 | |
| | | | \$35,355.00 |

TRANSITION PLANNING

| | Sub-element | Cost | Total Division Cost |
|----|--------------------|-------------|----------------------------|
| 1. | | \$0.00 | |
| 2. | | \$0.00 | |
| 3. | | \$0.00 | |
| | | | \$0.00 |

ARCHITECTURAL

| | Sub-element | Cost | Total Division Cost |
|----|--------------------|-------------|----------------------------|
| 1. | | \$0.00 | |
| 2. | | \$0.00 | |
| 3. | | \$0.00 | |
| | | | \$0.00 |

CONSTRUCTION MANAGEMENT


| | Sub-element | Cost | Total Division Cost |
|----|--------------------|-------------|----------------------------|
| 1. | | \$0.00 | |
| 2. | | \$0.00 | |
| 3. | | \$0.00 | |
| | | | \$0.00 |

CALIF. ENVIRONMENTAL QUALITY ACT/ENVIRONMENTAL IMPACT REPORT

| | Sub-element | Cost | Total Division Cost |
|----|--------------------|-------------|----------------------------|
| 1. | | \$0.00 | |
| 2. | | \$0.00 | |
| 3. | | \$0.00 | |
| | | | \$0.00 |


DIVISION 0.

BID/CONTRACT

| | Sub-element | Cost | Total Division Cost |
|----|--------------------|-------------|---|
| 1. | | \$0.00 |  |
| 2. | | \$0.00 | |
| 3. | | \$0.00 | |
| | | | \$0.00 |


DIVISION 1.

GENERAL REQUIREMENTS

| | Sub-element | Cost | Total Division Cost |
|----|--------------------|-------------|---|
| 1. | | \$0.00 |  |
| 2. | | \$0.00 | |
| 3. | | \$0.00 | |
| | | | \$0.00 |


DIVISION 2.

SITE WORK

| | Sub-element | Cost | Total Division Cost |
|----|--------------------|-------------|---|
| 1. | | \$0.00 |  |
| 2. | | \$0.00 | |
| 3. | | \$0.00 | |
| | | | \$0.00 |


DIVISION 3.

CONCRETE

| | Sub-element | Cost | Total Division Cost |
|----|--------------------|-------------|---|
| 1. | | \$0.00 |  |
| 2. | | \$0.00 | |
| 3. | | \$0.00 | |
| | | | \$0.00 |


DIVISION 4.

MASONRY

| | Sub-element | Cost | Total Division Cost |
|----|--------------------|-------------|---|
| 1. | | \$0.00 |  |
| 2. | | \$0.00 | |
| 3. | | \$0.00 | |
| | | | \$0.00 |

DIVISION 5.

METALS

| | Sub-element | Cost | Total Division Cost |
|----|--------------------|-------------|---|
| 1. | | \$0.00 |  |
| 2. | | \$0.00 | |
| 3. | | \$0.00 | |
| | | | \$0.00 |

DIVISION 6.

WOOD AND PLASTIC

| | Sub-element | Cost | Total Division Cost |
|----|-------------|--------|---------------------|
| 1. | | \$0.00 | |
| 2. | | \$0.00 | |
| 3. | | \$0.00 | |
| | | | \$0.00 |

DIVISION 7.

THERMAL AND MOISTURE PROTECTION

| | Sub-element | Cost | Total Division Cost |
|----|-------------|--------|---------------------|
| 1. | | \$0.00 | |
| 2. | | \$0.00 | |
| 3. | | \$0.00 | |
| | | | \$0.00 |

DIVISION 8.

DOORS AND WINDOWS

| | Sub-element | Cost | Total Division Cost |
|----|-------------|--------|---------------------|
| 1. | | \$0.00 | |
| 2. | | \$0.00 | |
| 3. | | \$0.00 | |
| | | | \$0.00 |

DIVISION 9.

FINISHES

| | Sub-element | Cost | Total Division Cost |
|----|-------------|--------|---------------------|
| 1. | | \$0.00 | |
| 2. | | \$0.00 | |
| 3. | | \$0.00 | |
| | | | \$0.00 |

DIVISION 10.

SPECIALTIES

| | Sub-element | Cost | Total Division Cost |
|----|-------------|--------|---------------------|
| 1. | | \$0.00 | |
| 2. | | \$0.00 | |
| 3. | | \$0.00 | |
| | | | \$0.00 |

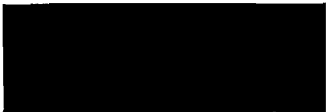
DIVISION 11.

FIXED EQUIPMENT

| | Sub-element | Cost | Total Division Cost |
|----|-------------|--------|---------------------|
| 1. | | \$0.00 | |
| 2. | | \$0.00 | |
| 3. | | \$0.00 | |
| | | | \$0.00 |

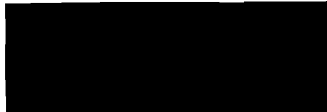
DIVISION 12.

FIXED FURNISHINGS

| | Sub-element | Cost | Total Division Cost |
|----|--------------------|-------------|---|
| 1. | | \$0.00 |  |
| 2. | | \$0.00 | |
| 3. | | \$0.00 | |
| | | | \$0.00 |


DIVISION 13.

SPECIAL CONSTRUCTION

| | Sub-element | Cost | Total Division Cost |
|----|--------------------|-------------|---|
| 1. | | \$0.00 |  |
| 2. | | \$0.00 | |
| 3. | | \$0.00 | |
| | | | \$0.00 |

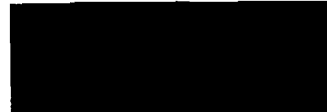
DIVISION 14.

CONVEYING SYSTEMS

| | Sub-element | Cost | Total Division Cost |
|----|--------------------|-------------|---|
| 1. | | \$0.00 |  |
| 2. | | \$0.00 | |
| 3. | | \$0.00 | |
| | | | \$0.00 |


DIVISION 15.

MECHANICAL

| | Sub-element | Cost | Total Division Cost |
|----|--------------------|-------------|---|
| 1. | | \$0.00 |  |
| 2. | | \$0.00 | |
| 3. | | \$0.00 | |
| | | | \$0.00 |

DIVISION 16.

ELECTRICAL

| | Sub-element | Cost | Total Division Cost |
|----|--------------------|-------------|---|
| 1. | | \$0.00 |  |
| 2. | | \$0.00 | |
| 3. | | \$0.00 | |
| | | | \$0.00 |

GRAND TOTAL SECTION 10 IN-KIND (SOFT) MATCH COSTS: \$35,355.00

EXHIBIT C

NONDISCRIMINATION CLAUSE

1. During the performance of this grant contract, Grantee and its subcontractors shall not deny the contract's benefits to any person on the basis of religion, color, ethnic group identification, sex, age, physical or mental disability, nor shall they unlawfully discriminate, harass or allow harassment, against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, disability (including HIV and AIDS), medical condition (cancer), age (over 40), marital status, denial of family care leave and denial of pregnancy disability leave in connection with any program or activity funded in whole or in part by Federal and/or State funds provided through this grant contract.
2. Grantee and its subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Grantee and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12990 [a-f] et seq.) and the applicable regulations promulgated hereunder (California Code of Regulations, Title 2, Section 7285.0 et seq.).
3. The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this grant contract by reference and made a part hereof as if set forth in full. Grantee and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
4. Grantee shall comply with all applicable nondiscrimination laws and regulations.
5. The Grantee and its contractors shall include the nondiscrimination and compliance provisions of this clause in all contracts and subcontracts to perform work under this grant contract.