

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

DEPT: Chief Executive Office

BOARD AGENDA # \*B-5

Urgent

Routine

CEO Concurs with Recommendation YES  NO

(Information Attached)

AGENDA DATE November 20, 2007

4/5 Vote Required YES  NO

SUBJECT:

Approval to Close Out Contracts with PCD (Audio-Visual), Fluoresco Lighting & Signs Maintenance Corp., Inc. (Signage), STC General Building Contractor, Inc.(Concessions), Keller Group (Furnishings), ISEC, Inc. (Interior Finishes), and AB Construction 1, Inc. (Floors and Wall Covering); and Authorize Filing of Notice of Completion for Clark & Sullivan Builders, Inc. for the Gallo Center for the Arts Project

STAFF RECOMMENDATIONS:

1. Approval and acceptance of the final contract with PCD of Santa Rosa, California, as follows:

ORIGINAL CONTRACT	\$847,262
TOTAL CHANGE ORDERS	\$15,281
FINAL CONTRACT COST	\$862,543

2. Approval and acceptance of the final contract with Fluoresco Lighting & Signs Maintenance Corp., Inc. of Fresno, California, as follows:

ORIGINAL CONTRACT	\$65,784.39
TOTAL CHANGE ORDERS	\$9,149.00
FINAL CONTRACT COST	\$74,933.39

(Continued on Page 2)

FISCAL IMPACT:

The Gallo Center for the Arts is a phased construction project. On November 21, 2006, the Board of Supervisors approved a revised project budget for the Gallo Center effort to include the remaining phases of equipment, construction, furnishings and project completion expenses.

(Continued on Page 2)

BOARD ACTION AS FOLLOWS:

No. 2007-908

On motion of Supervisor Mayfield, Seconded by Supervisor Grover  
and approved by the following vote,

Ayes: Supervisors: Mayfield, Grover, Monteith, DeMartini, and Chairman O'Brien

Noes: Supervisors: None

Excused or Absent: Supervisors: None

Abstaining: Supervisor: None

1) X Approved as recommended

2) \_\_\_\_\_ Denied

3) \_\_\_\_\_ Approved as amended

4) \_\_\_\_\_ Other:

MOTION:

ATTEST:

  
CHRISTINE FERRARO TALLMAN, Clerk

File No.

Approval to Close Out Contracts with PCD (Audio-Visual), Fluoresco Lighting & Signs Maintenance Corp., Inc. (Signage), STC General Building Contractor, Inc.(Concessions), Keller Group (Furnishings), ISEC, Inc. (Interior Finishes), and AB Construction 1, Inc. (Floors and Wall Covering); and Authorize Filing of Notice of Completion for Clark & Sullivan Builders, Inc. for the Gallo Center for the Arts Project

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**STAFF RECOMMENDATIONS: (Continued)**

3. Approval and acceptance of the final contract with STC General Building Contractor, Inc. of Fresno, California, as follows:

ORIGINAL CONTRACT	\$75,000
TOTAL CHANGE ORDERS	\$26,854
FINAL CONTRACT COST	\$101,854

4. Approval and acceptance of the final contract with Keller Group of Modesto, California, as follows:

ORIGINAL CONTRACT	\$175,000
TOTAL CHANGE ORDERS	\$0
FINAL CONTRACT COST	\$175,000

5. Approval and acceptance of the final contract with ISEC, Inc. of Fremont, California, as follows:

ORIGINAL CONTRACT	\$1,924,731
TOTAL CHANGE ORDERS	\$303,991
FINAL CONTRACT COST	\$2,228,722

6. Approval and acceptance of the final contract with AB Construction 1, Inc. of Sacramento, California, as follows:

ORIGINAL CONTRACT	\$469,999
TOTAL APPROVED CHANGE ORDERS	\$40,813
FINAL CONTRACT COST	\$510,812

7. Authorize filing of the Notice of Completion for Clark and Sullivan Builders, Inc.

8. Authorize the Project Manager to sign, and staff to record the necessary Notices of Completion.

**FISCAL IMPACT: (Continued)**

On November 21, 2006, the Board of Supervisors approved a revised project budget for the Gallo Center for the Arts to include the remaining phases of equipment, construction, furnishings and project completion expenses. The current project budget for design, construction and equipment is \$39,724,147.36, funded by \$15 million to the project from the County of Stanislaus; \$176,189 for the initial Feasibility Study for a total of \$15,176,189, \$740,727.54 from the City of Modesto for streetscape reimbursement, and the remainder funded by the Central Valley Center for the Arts (CVCA) and the thousands of generous donors, totaling over \$23 million in private contributions.

Approval to Close Out Contracts with PCD (Audio-Visual), Fluoresco Lighting & Signs Maintenance Corp., Inc. (Signage), STC General Building Contractor, Inc.(Concessions), Keller Group (Furnishings), ISEC, Inc. (Interior Finishes), and AB Construction 1, Inc. (Floors and Wall Covering); and Authorize Filing of Notice of Completion for Clark & Sullivan Builders, Inc. for the Gallo Center for the Arts Project

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The Gallo and Rogers families have pledged \$15,000,000 as an endowment to offset the operating cost of the Gallo Center for the Arts. The total project expense is found in the County's capital construction budget. The County Budget also provides funding for certain project close-out efforts found in the plant acquisition budget.

The County is not responsible for the operating costs of the Gallo Center for the Arts, which are the responsibility of the Central Valley Center for the Arts/Gallo Center for the Arts.

### **DISCUSSION:**

The Gallo Center for the Arts was a phased design and construction project that was built and equipped by various contractors. This agenda report continues to recommend appropriate actions to close out each individual contract. There is one remaining contract, nearing completion for the Founders Room and Administration Areas, which were to be occupied after the Grand Opening. Each of the contracts is discussed below:

#### **PCD Contract Close Out**

On February 13, 2007 the Board of Supervisors authorized staff to issue qualification and price proposals from licensed firms to furnish and install theatrical audio visual equipment. A total of three proposals were received. The lowest responsible proposal received was from the firm of PCD of Santa Rosa, California. This equipment ranges from all audio and visual systems for each theater.

On April 24, 2007, the Board of Supervisors awarded a construction contract Audio Visual Equipment to PCD. The work was completed within the time allowed and within the approved budget. The cost for the work for this contract is summarized below:

PCD:

ORIGINAL CONTRACT	\$847,262
TOTAL CHANGE ORDERS	\$15,281
FINAL CONTRACT COST	\$862,543

Staff recommends that the Board accept the work of PCD and authorize the closeout of this portion of the project. Notices of Completion will be recorded with the Stanislaus County Clerk-Recorder. This action will authorize the Project Manager to sign, and staff to record the necessary Notice of Completion. A complete recapitulation of these contracts, including a summary, change order, record documents, certificates, guarantees and warranties, can be found in the Project Close Out Report prepared by the Construction Manager. Staff will authorize the release of retention in accordance with the Public Contract Code.

Approval to Close Out Contracts with PCD (Audio-Visual), Fluoresco Lighting & Signs Maintenance Corp., Inc. (Signage), STC General Building Contractor, Inc.(Concessions), Keller Group (Furnishings), ISEC, Inc. (Interior Finishes), and AB Construction 1, Inc. (Floors and Wall Covering); and Authorize Filing of Notice of Completion for Clark & Sullivan Builders, Inc. for the Gallo Center for the Arts Project

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**Fluoresco Lighting & Signs Maintenance Corp., Inc. Contract Close Out**

On June 29, 2007, the County issued a request for proposals for signage. Proposals were received on July 18, 2007. One proposal was received from Fluoresco Lighting & Sign Maintenance Corp., Inc. from Fresno, California.

On July 24, 2007, the Board of Supervisors awarded a construction contract for signage to Fluoresco Lighting & Signs Maintenance Corp., Inc. The work was completed within the time allowed and within the approved budget. The cost for the work for this contract is summarized below:

Fluoresco Lighting & Signs Maintenance Corp., Inc.:

ORIGINAL CONTRACT	\$65,784.39
TOTAL CHANGE ORDERS	\$9,149.00
FINAL CONTRACT COST	\$74,933.39

Staff recommends that the Board accept the work of Fluoresco Lighting & Signs Maintenance Corp., Inc., and authorize the closeout of this portion of the project. Notices of Completion will be recorded with the Stanislaus County Clerk-Recorder. This action will authorize the Project Manager to sign, and staff to record the necessary Notice of Completion. A complete recapitulation of these contracts, including a summary, change order, record documents, certificates, guarantees and warranties, can be found in the Project Close Out Report prepared by the Construction Manager. Staff will authorize the release of retention in accordance with the Public Contract Code.

**STC General Building Contractor Contract Close Out**

On March 6, 2007, the Board of Supervisors authorized the staff to issue bid packages for Concession Equipment. Bids were received on April 18, 2007. One bid was received from Scott Trotter Construction. The project budget includes \$100,000 for the concession areas. The only bid received was for \$75,000. However, the bidder made an exception of stainless steel table called for in the bid documents and did not submit a price for the tables needed. The contractor provided these required stainless steel elements for a total not to exceed \$25,000 which was processed as a change order.

On April 24, 2007, the Board of Supervisors awarded a construction contract for concession work to Scott Trotter Construction. The work was completed within the time allowed and within the approved budget. The cost for the work for this contract is summarized below:

STC General Building Contractor:

ORIGINAL CONTRACT	\$75,000
TOTAL CHANGE ORDERS	\$26,854
FINAL CONTRACT COST	\$101,854

Approval to Close Out Contracts with PCD (Audio-Visual), Fluoresco Lighting & Signs Maintenance Corp., Inc. (Signage), STC General Building Contractor, Inc.(Concessions), Keller Group (Furnishings), ISEC, Inc. (Interior Finishes), and AB Construction 1, Inc. (Floors and Wall Covering); and Authorize Filing of Notice of Completion for Clark & Sullivan Builders, Inc. for the Gallo Center for the Arts Project

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Staff recommends that the Board accept the work STC General Building Contractor and authorize the closeout of this portion of the project. Notices of Completion will be recorded with the Stanislaus County Clerk-Recorder. This action will authorize the Project Manager to sign, and staff to record the necessary Notice of Completion. A complete recapitulation of these contracts, including a summary, change order, record documents, certificates, guarantees and warranties, can be found in the Project Close Out Report prepared by the Construction Manager. Staff will authorize the release of retention in accordance with the Public Contract Code.

**Keller Group Contract Close Out**

On October 25, 2005, the Board of Supervisors authorized the staff to issue RFP's for furnishings for the 12<sup>th</sup> Street Project. The Board authorized staff to require the proposers to hold their prices for 24 months for furnishing needs in other County projects. Keller Group was the successful proposer, and has agreed to maintain the pricing in the contract awarded on December 13, 2005.

On April 24, 2007, the Board of Supervisors awarded a contract for furnishings to Keller Group. The work was completed within the time allowed and within the approved budget. The cost for the work for this contract is summarized below:

Keller Group:

ORIGINAL CONTRACT	\$175,000
TOTAL CHANGE ORDERS	\$0
FINAL CONTRACT COST	\$175,000

Staff recommends that the Board accept the work Keller Group and authorize the closeout of this portion of the project. Notices of Completion will be recorded with the Stanislaus County Clerk-Recorder. This action will authorize the Project Manager to sign, and staff to record the necessary Notice of Completion. Staff will authorize the release of retention in accordance with the Public Contract Code.

**ISEC, Inc. Contract Close Out**

On May 9, 2006 the Board of Supervisors authorized staff to issue Bid Package 5, Interior Finishes, and receive proposals from licensed firms. Only one proposal was received from ISEC, Inc. Staff negotiated with this Contractor to stay within budget. This work included railings, stage flooring and acoustical shells.

On August 29, 2006 the Board of Supervisors awarded a construction contract for Interior Finishes to ISEC, Inc. The work was completed within the time allowed and within the approved budget. The cost for the work for this contract is summarized below:

Approval to Close Out Contracts with PCD (Audio-Visual), Fluoresco Lighting & Signs Maintenance Corp., Inc. (Signage), STC General Building Contractor, Inc.(Concessions), Keller Group (Furnishings), ISEC, Inc. (Interior Finishes), and AB Construction 1, Inc. (Floors and Wall Covering); and Authorize Filing of Notice of Completion for Clark & Sullivan Builders, Inc. for the Gallo Center for the Arts Project

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ISEC Inc.:

ORIGINAL CONTRACT	\$1,924,731
TOTAL CHANGE ORDERS	\$303,991
FINAL CONTRACT COST	\$2,228,722

Staff recommends that the Board accept the work of ISEC, Inc. and authorize closeout of this portion of the project. Notices of Completion will be recorded with the Stanislaus County Clerk-Recorder. This action will authorize the Project Manager to sign, and staff to record the necessary Notice of Completion. A complete recapitulation of these contracts, including a summary, change order log, record documents, certificates, guarantees and warranties, can be found in the Project Close Out Report prepared by the Construction Manager. Staff will authorize the release of retention in accordance with the Public Contract Code.

#### **AB Construction 1, Inc. Contract Closeout**

On July 10, 2007, the Project Manager issued a Notice to Proceed to AB Construction 1, Inc., the contractor for Bid Package 8, Flooring and Walls, on the project. Substantial completion was granted as of September 7, 2007. The original contract amount was \$469,999 and the approved change orders in the amount of \$40,813 have been approved as of the date of this report. However, staff does recommend that \$40,000 be withheld from the contractor to allow negotiations of a backcharge for the orchestra shell covering and to allow final documentation. Additionally, staff recommends that the Project Manager be authorized to record the Notice of Completion. This will trigger the time limit for subcontractors and materialmen to submit stop notice claims. Finally, staff requests that the Project Manager be authorized to handle final close out after the contractor has satisfied contract requirements.

#### **Clark & Sullivan Builders, Inc. Notice of Completion**

On May 25, 2004, the Project Manager issued a Notice to Proceed to Clark & Sullivan Builders, Inc., the general contractor on the project. Substantial completion was granted as of September 7, 2007. The original contract amount was \$21,107,000 and change orders in the amount of \$1,103,360 have been approved as of the date of this report. Due to pending litigation, County withholds arising from a sub-contractor substitution, contractor delay, defective work, and unbonded stop notices, staff is not able to make recommendations concerning final closeout. However, staff does recommend that retention be withheld from the contractor. Staff recommends that the Project Manager be authorized to record the Notice of Completion. This will trigger the time limit for subcontractors and materialmen to submit stop notice claims. Staff will return to the Board relating to the subcontractor substitution and for follow-up close out activity as appropriate.

Approval to Close Out Contracts with PCD (Audio-Visual), Fluoresco Lighting & Signs Maintenance Corp., Inc. (Signage), STC General Building Contractor, Inc.(Concessions), Keller Group (Furnishings), ISEC, Inc. (Interior Finishes), and AB Construction 1, Inc. (Floors and Wall Covering); and Authorize Filing of Notice of Completion for Clark & Sullivan Builders, Inc. for the Gallo Center for the Arts Project

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**POLICY ISSUES:**

The Board of Supervisors has the responsibility for final acceptance of capital improvement projects. This project promotes the Board of Supervisors priorities for a strong local economy and effective partnerships.

**STAFF IMPACTS:**

Staff from the Chief Executive Office Capital Project division is dedicated to the successful completion for the Gallo Center for the Arts.

RECORDING REQUESTED BY  
AND RETURN TO:

Stanislaus County  
Chief Executive Office  
Attn: Patricia Hill Thomas  
1010 10<sup>th</sup> Street, Suite 6800  
Modesto, California 95354

**NOTICE OF COMPLETION**  
**Gallo Center for the Arts: Audio Visual Systems**

**NOTICE IS HEREBY GIVEN:**

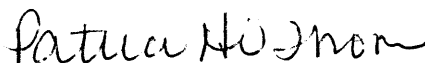
- 1) That Stanislaus County is the owner of real property ("Property") in paragraph 3, below.
- 2) That Stanislaus County awarded a construction contract to PCD for a work of improvement on the Property described in Paragraph 3, below.
- 3) That the Property herein referred to is situated in the State of California, County of Stanislaus, City of Modesto and is described as follows:

APN: 105-039-014 1000 I Street, Modesto, California 95354

- 4) That the full name and address of the Owner of said Property is as follows: Stanislaus County c/o Chief Executive Office, Attn: Patricia Hill Thomas, 1010 10<sup>th</sup> Street, Suite 6800, Modesto, CA 95354.
- 5) That the nature of the title of the stated Owner is: in fee.
- 6) The name of the original contractor for said work of improvement is: PCD of Santa Rosa, California.
- 7) That on September 12, 2007, a work of improvement on the real property herein is described was completed.

**VERIFICATION**

I, Patricia Hill Thomas, declare that I am the Chief Operations Officer/Assistant Executive Officer 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 on November 20, 2007, at Modesto, California.



Patricia Hill Thomas  
Chief Operations Officer/Assistant Executive Officer  
of Stanislaus County



RECORDING REQUESTED BY  
AND RETURN TO:

Stanislaus County  
Chief Executive Office  
Attn: Patricia Hill Thomas  
1010 10<sup>th</sup> Street, Suite 6800  
Modesto, California 95354

**NOTICE OF COMPLETION**  
**Gallo Center for the Arts: Signage**

**NOTICE IS HEREBY GIVEN:**

- 1) That Stanislaus County is the owner of real property ("Property") in paragraph 3, below.
- 2) That Stanislaus County awarded a construction contract to Fluoresco Lighting & Signs Maintenance Corp., Inc. for a work of improvement on the Property described in Paragraph 3, below.
- 3) That the Property herein referred to is situated in the State of California, County of Stanislaus, City of Modesto and is described as follows:

APN: 105-039-014 1000 I Street, Modesto, California 95354

- 4) That the full name and address of the Owner of said Property is as follows: Stanislaus County c/o Chief Executive Office, Attn: Patricia Hill Thomas, 1010 10<sup>th</sup> Street, Suite 6800, Modesto, CA 95354.
- 5) That the nature of the title of the stated Owner is: in fee.
- 6) The name of the original contractor for said work of improvement is: Fluoresco Lighting & Maintenance Corp., Inc. of Fresno, California.
- 7) That on September 10, 2007, a work of improvement on the real property herein is described was completed.

**VERIFICATION**

I, Patricia Hill Thomas, declare that I am the Chief Operations Officer/Assistant Executive Officer 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 on November 20, 2007, at Modesto, California.



Patricia Hill Thomas  
Chief Operations Officer/Assistant Executive Officer  
of Stanislaus County

RECORDING REQUESTED BY  
AND RETURN TO:

Stanislaus County  
Chief Executive Office  
Attn: Patricia Hill Thomas  
1010 10<sup>th</sup> Street, Suite 6800  
Modesto, California 95354

**NOTICE OF COMPLETION**  
**Gallo Center for the Arts: BP 7, Concessions**

**NOTICE IS HEREBY GIVEN:**

- 1) That Stanislaus County is the owner of real property ("Property") in paragraph 3, below.
- 2) That Stanislaus County awarded a construction contract to STC General Building Contractor, Inc. for a work of improvement on the Property described in Paragraph 3, below.
- 3) That the Property herein referred to is situated in the State of California, County of Stanislaus, City of Modesto and is described as follows:

APN: 105-039-014 1000 I Street, Modesto, California 95354

- 4) That the full name and address of the Owner of said Property is as follows: Stanislaus County c/o Chief Executive Office, Attn: Patricia Hill Thomas, 1010 10<sup>th</sup> Street, Suite 6800, Modesto, CA 95354.
- 5) That the nature of the title of the stated Owner is: in fee.
- 6) The name of the original contractor for said work of improvement is: STC General Building Contractor, Inc. of Fresno, California.
- 7) That on September 12, 2007, a work of improvement on the real property herein is described was completed.

**VERIFICATION**

I, Patricia Hill Thomas, declare that I am the Chief Operations Officer/Assistant Executive Officer 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 on November 20, 2007, at Modesto, California.



Patricia Hill Thomas  
Chief Operations Officer/Assistant Executive Officer  
of Stanislaus County

RECORDING REQUESTED BY  
AND RETURN TO:

Stanislaus County  
Chief Executive Office  
Attn: Patricia Hill Thomas  
1010 10<sup>th</sup> Street, Suite 6800  
Modesto, California 95354

**NOTICE OF COMPLETION**  
**Gallo Center for the Arts: Furniture, Fixtures and Equipment**

**NOTICE IS HEREBY GIVEN:**

- 1) That Stanislaus County is the owner of real property ("Property") in paragraph 3, below.
- 2) That Stanislaus County awarded a contract to the Keller Group for a work of improvement on the Property described in Paragraph 3, below.
- 3) That the Property herein referred to is situated in the State of California, County of Stanislaus, City of Modesto and is described as follows:

APN: 105-039-014 1000 I Street, Modesto, California 95354

- 4) That the full name and address of the Owner of said Property is as follows: Stanislaus County c/o Chief Executive Office, Attn: Patricia Hill Thomas, 1010 10<sup>th</sup> Street, Suite 6800, Modesto, CA 95354.
- 5) That the nature of the title of the stated Owner is: in fee.
- 6) The name of the original contractor for said work of improvement is: Keller Group of Modesto, California.
- 7) That on September 7, 2007, a work of improvement on the real property herein is described was completed.

**VERIFICATION**

I, Patricia Hill Thomas, declare that I am the Chief Operations Officer/Assistant Executive Officer 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 on November 20, 2007, at Modesto, California.



Patricia Hill Thomas  
Chief Operations Officer/Assistant Executive Officer  
of Stanislaus County

RECORDING REQUESTED BY  
AND RETURN TO:

Stanislaus County  
Chief Executive Office  
Attn: Patricia Hill Thomas  
1010 10<sup>th</sup> Street, Suite 6800  
Modesto, California 95354

**NOTICE OF COMPLETION**  
**Gallo Center for the Arts: BP 5, Interior Finishes**

**NOTICE IS HEREBY GIVEN:**

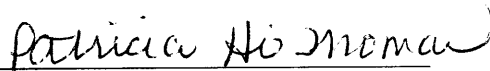
- 1) That Stanislaus County is the owner of real property ("Property") in paragraph 3, below.
- 2) That Stanislaus County awarded a construction contract to ISEC, Inc. for a work of improvement on the Property described in Paragraph 3, below.
- 3) That the Property herein referred to is situated in the State of California, County of Stanislaus, City of Modesto and is described as follows:

APN: 105-039-014 1000 I Street, Modesto, California 95354

- 4) That the full name and address of the Owner of said Property is as follows: Stanislaus County c/o Chief Executive Office, Attn: Patricia Hill Thomas, 1010 10<sup>th</sup> Street, Suite 6800, Modesto, CA 95354.
- 5) That the nature of the title of the stated Owner is: in fee.
- 6) The name of the original contractor for said work of improvement is: ISEC, Inc. of Freemont, California.
- 7) That on September 7, 2007, a work of improvement on the real property herein is described was completed.

**VERIFICATION**

I, Patricia Hill Thomas, declare that I am the Chief Operations Officer/Assistant Executive Officer 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 on November 20, 2007, at Modesto, California.

  
\_\_\_\_\_  
Patricia Hill Thomas  
Chief Operations Officer/Assistant Executive Officer  
of Stanislaus County

RECORDING REQUESTED BY  
AND RETURN TO:

Stanislaus County  
Chief Executive Office  
Attn: Patricia Hill Thomas  
1010 10<sup>th</sup> Street, Suite 6800  
Modesto, California 95354

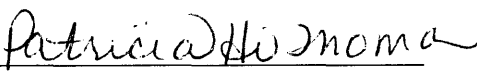
**NOTICE OF COMPLETION**  
**Gallo Center for the Arts: BP 3, Construction**

**NOTICE IS HEREBY GIVEN:**

- 1) That Stanislaus County is the owner of real property ("Property") in paragraph 3, below.
- 2) That Stanislaus County awarded a construction contract to Clark & Sullivan Builders, Inc. for a work of improvement on the Property described in Paragraph 3, below.
- 3) That the Property herein referred to is situated in the State of California, County of Stanislaus, City of Modesto and is described as follows:  
  
APN: 105-039-014    1000 I Street, Modesto, California 95354
- 4) That the full name and address of the Owner of said Property is as follows: Stanislaus County c/o Chief Executive Office, Attn: Patricia Hill Thomas, 1010 10<sup>th</sup> Street, Suite 6800, Modesto, CA 95354.
- 5) That the nature of the title of the stated Owner is: in fee.
- 6) The name of the original contractor for said work of improvement is: Clark & Sullivan Builders, Inc. of Sacramento, California.
- 7) That on September 7, 2007, a work of improvement on the real property herein is described was substantially completed.

**VERIFICATION**

I, Patricia Hill Thomas, declare that I am the Chief Operations Officer/Assistant Executive Officer 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 on November 20, 2007, at Modesto, California.

  
\_\_\_\_\_  
Patricia Hill Thomas  
Chief Operations Officer/Assistant Executive Officer  
of Stanislaus County

RECORDING REQUESTED BY  
AND RETURN TO:

Stanislaus County  
Chief Executive Office  
Attn: Patricia Hill Thomas  
1010 10<sup>th</sup> Street, Suite 6800  
Modesto, California 95354

**NOTICE OF COMPLETION**  
**Gallo Center for the Arts: BP 8, Floors, Wall Coverings and Finishes**

**NOTICE IS HEREBY GIVEN:**

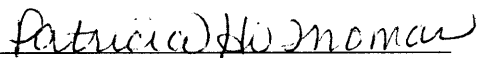
- 1) That Stanislaus County is the owner of real property ("Property") in paragraph 3, below.
- 2) That Stanislaus County awarded a construction contract to AB Construction 1, Inc. for a work of improvement on the Property described in Paragraph 3, below.
- 3) That the Property herein referred to is situated in the State of California, County of Stanislaus, City of Modesto and is described as follows:

APN: 105-039-014 1000 I Street, Modesto, California 95354

- 4) That the full name and address of the Owner of said Property is as follows: Stanislaus County c/o Chief Executive Office, Attn: Patricia Hill Thomas, 1010 10<sup>th</sup> Street, Suite 6800, Modesto, CA 95354.
- 5) That the nature of the title of the stated Owner is: in fee.
- 6) The name of the original contractor for said work of improvement is: AB Construction 1, Inc. of Sacramento, California.
- 7) That on September 7, 2007, a work of improvement on the real property herein is described was completed.

**VERIFICATION**

I, Patricia Hill Thomas, declare that I am the Chief Operations Officer/Assistant Executive Officer 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 on November 20, 2007, at Modesto, California.

  
Patricia Hill Thomas  
Chief Operations Officer/Assistant Executive Officer  
of Stanislaus County

# **STANISLAUS COUNTY**

## **GALLO CENTER FOR THE ARTS INTERIOR SIGNAGE**

### **PROJECT CLOSE OUT REPORT**

<b>Owner:</b>	Stanislaus County
<b>Construction Manager:</b>	Stanislaus County Capital Projects
<b>Contractor:</b>	Fluoresco Lighting & Sign Maintenance Corp, Inc.
<b>Date:</b>	<b>September 10, 2007</b>

# STANISLAUS COUNTY CAPITAL PROJECTS

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## CONTRACT FINAL COMPLETION REPORT AND ACCEPTANCE RECOMMENDATION

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TO: **STANISLAUS COUNTY  
GALLO CENTER FOR THE ARTS  
INTERIOR SIGNAGE  
MODESTO, CA**

Date: **September 10, 2007**

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PROJECT:  
**GALLO CENTER FOR THE ARTS  
INTERIOR SIGNAGE**

CONTRACTOR:  
**FLUORESCO LIGHTING & SIGN  
MAINTENANCE CORP., INC.**

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ORIGINAL CONTRACT AMOUNT  
**\$65,784.39**

DURATION  
**50 Calendar Days**

LIQUIDATED DAMAGES  
**N/A**

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REVISED CONTRACT AMOUNT  
**\$74,933.39**

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STARTING DATES	CONTRACT	ACTUAL	NUMBER OF DAYS OVERRUN
	<b>08/06/07</b>	<b>08/06/07</b>	<b>None</b>

---

COMPLETION DATES	CONTRACT	ACTUAL SUBSTANTIAL	TIME EXTENSIONS
	<b>09/24/07</b>	<b>09/10/07</b>	<b>None</b>

---

- |     |                                                                         |              |
|-----|-------------------------------------------------------------------------|--------------|
| 1.  | TIME ANALYSIS SUMMARY AND LIQUIDATED DAMAGE ASSESSMENT                  | SECTION I    |
| 2.  | SUMMARY OF POTENTIAL CLAIMS FROM THE CONTRACTOR                         | SECTION II   |
| 3.  | SUMMARY OF POTENTIAL CLAIMS AGAINST THE CONTRACT<br>AND/OR WITHHOLDINGS | SECTION III  |
| 4.  | RECORD DOCUMENTS                                                        | SECTION IV   |
| 5.  | OPERATION/MAINTENANCE MANUALS, AND TESTING                              | SECTION V    |
| 6.  | CHANGES                                                                 | SECTION VI   |
| 7.  | CERTIFICATES OF COMPLETION                                              | SECTION VII  |
| 8.  | FINAL PAYMENT                                                           | SECTION VIII |
| 9.  | WARRANTIES AND GUARANTEES                                               | SECTION IX   |
| 10. | MATERIALS, PARTS AND KEYS                                               | SECTION X    |
| 11. | PROJECT DIRECTORY & LOGS                                                | SECTION XI   |
- 

**THE CONTRACTOR IS COMPLETE, AND IT IS RECOMMENDED THAT THE CONTRACT BE ACCEPTED.**

---



**SECTION I**

**TIME ANALYSIS SUMMARY**

**AND**

**LIQUIDATED DAMAGES**

## **SECTION I: Time Analysis Summary and Liquidated Damages**

---

The Contractor was awarded a Contract for the Gallo Center for the Arts, Interior Signage on July 24, 2007. The original Contract provided duration of fifty (50) calendar days to complete the Gallo Center for the Arts, Interior Signage.

Notice to proceed for Gallo Center for the Arts, Interior Signage was issued on August 3, 2007, with day one as August 6, 2007. The contract established a contract completion date of September 24, 2007. The contractor finished early with a substantial completion date of September 10, 2007.

**SECTION II**

**POTENTIAL CLAIMS**

## **SECTION II: Potential Claims**

---

There are no potential claims on this project.

**SECTION III**

**CLAIMS AGAINST**

**the**

**CONTRACTOR**

**and**

**WITHHOLDINGS**

### **SECTION III: Claims Against the Contractor and Withholdings**

No claims or withholdings are pending against the Contractors.

**SECTION IV**

**RECORD**

**DRAWINGS**

## **SECTION IV: Record Drawings**

---

No record drawings were required by this contract.



**SECTION V**

**OPERATION &**

**MAINTENANCE MANUALS,**

**AND TESTING**

## **SECTION V: Operation and Maintenance Manuals, and Testing**

---

No Operation and Maintenance Manuals or Testing were required by this contract.

**SECTION VI**

**CHANGES**

## **SECTION VI: Changes**

---

The original Contract amount of \$65,784.39 was revised by two (2) Change Orders authorized by the County. The Change Order totaled \$9,149.

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

	<u><b>TOTAL</b></u>	<u><b>% OF CONTRACT</b></u>
E Errors & Omissions	\$ 0	0%
O Owner Requests	\$7,500	10%
C Changed Conditions	\$ 0	0%
S Settlement of Potential Claim	\$ 0	0%
V Value Engineering	\$ 0	0%
A Acceleration	<u>\$1,649</u>	<u>1%</u>
<b>TOTAL</b>	<b>\$9,149</b>	<b>11%</b>

**SECTION VII**

**CERTIFICATES**

**of**

**COMPLETION**

## **SECTION VII: Certificates of Completion**

---

Attached are the 1) Certificates of Final Completion/Recommendation for Acceptance, and 2) Certificates of Substantial Completion.

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

---

TO: **STANISLAUS COUNTY, (OWNER)**

DATE OF FINAL COMPLETION:  
**SEPTEMBER 17, 2007**

PROJECT OR SPECIFIED PART SHALL INCLUDE:  
**INTERIOR SIGNAGE**

PROJECT TITLE: **GALLO CENTER FOR THE ARTS  
INTERIOR SIGNAGE**  
LOCATION: **1000 I STREET, MODESTO**  
OWNER: **STANISLAUS COUNTY**  
CONTRACTOR: **FLUORESCO LIGHTING & SIGNS  
MAINTENANCE CORP., INC.**  
CONTRACT FOR: **INTERIOR SIGNAGE**

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

**NESTOR + GAFFNEY ARCHITECTURE, LLP**  
ARCHITECT

BY: \_\_\_\_\_  
AUTHORIZED REPRESENTATIVE DATE

**FLUORESCO LIGHTING & SIGNS  
MAINTENANCE CORP., INC.**  
CONTRACTOR

BY: \_\_\_\_\_  
AUTHORIZED REPRESENTATIVE DATE

**STANISLAUS COUNTY CAPITAL PROJECTS**  
CONSTRUCTION MANAGER

BY: \_\_\_\_\_  
AUTHORIZED REPRESENTATIVE DATE

**STANISLAUS COUNTY**  
OWNER

BY: \_\_\_\_\_  
AUTHORIZED REPRESENTATIVE DATE

---

**REMARKS:**

**CERTIFICATE OF SUBSTANTIAL COMPLETION**

TO: STANISLAUS COUNTY, (OWNER)

DATE OF SUBSTANTIAL COMPLETION:  
**SEPTEMBER 10, 2007**

PROJECT TITLE: **GALLO CENTER FOR THE ARTS  
INTERIOR SIGNAGE**

PROJECT OR SPECIFIED PART SHALL INCLUDE:  
**INTERIOR SIGNAGE**

LOCATION: **1000 I STREET, MODESTO**  
OWNER: **STANISLAUS COUNTY**  
CONTRACTOR: **FLUORESCO LIGHTING & SIGNS  
MAINTENANCE CORP, INC**  
CONTRACT FOR: **INTERIOR SIGNAGE**  
CONTRACT DATE: **AUGUST 6, 2007**

The work performed under this contract has been inspected by authorized representatives of the Owner, Contractor, and 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 or specified area of 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.

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.

NESTOR + GAFFNEY ARCHITECTURE, LLP  
ARCHITECT

BY:  9.28.07  
AUTHORIZED REPRESENTATIVE DATE

FLUORESCO LIGHTING & SIGNS MAINTENANCE CORP. INC.  
CONTRACTOR

BY:  9-26-07  
AUTHORIZED REPRESENTATIVE DATE

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 NA (time), on September 10, 2007.

STANISLAUS COUNTY CAPITAL PROJECTS  
CONSTRUCTION MANAGER

BY:  10.1.07  
AUTHORIZED REPRESENTATIVE DATE

STANISLAUS COUNTY  
OWNER

BY:  10/4/07  
AUTHORIZED REPRESENTATIVE DATE

REMARKS: The tentative list of items to be completed or corrected is attached.



**SECTION VIII**

**FINAL**

**PAYMENT**

## **SECTION VIII: Final Payment**

---

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



Since 1961

ARIZONA CALIFORNIA NEVADA

PLEASE REMIT TO:

Fluoresco Lighting and Signs  
 Attn: Accounts Receivable  
 P.O. Box 27042  
 Tucson, AZ 85726-7042  
 520-623-7953

**INVOICE**

**NO.80940100-R**

Date: 9/28/2007

Bill To: Stanislaus Co Capital Projects  
 Attn: Accounts Payable  
 825 12th Street  
 Modesto, CA 95354

Ship To: Gallo Center for the Arts  
 1000 I Street  
 Modesto, CA 95354

Cust PO#: CONTRACT Contact: Don Phemister

<u>Quantity</u>	<u>Unit</u>	<u>Description</u>	<u>Unit Price</u>	<u>Extended Price</u>
1	EA	FABRIATE & INSTALL INTERIOR & EXTERIOR NON ILLUMINATED SIGNAGE- 10% RETENTION	\$6,578.40	\$6,578.40
1	EA	CHANGE ORDER #1-10% RETENTION	750.00	\$750.00
1	EA	CHANGE ORDER #2-10% RETENTION	164.90	164.90

THIS INVOICE DOES INCLUDE APPLICABLE SALES TAX,  
 PERMITS, ENGINEERING, AND ACQUISITION FEES

<b>Subtotal</b> ----->	<b>\$7,493.30</b>
<b>Tax</b> ----->	
<b>Invoice Total</b> ----->	<b>\$7,493.30</b>

**SECTION IX**

**WARRANTIES**

**And**

**GUARANTEES**

## **SECTION IX: 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 September 10, 2007, 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.



**FRESNO**  
(559) 221-7273  
3484 W. Gettysburg Ave., Suite 102  
Fresno, California 93722  
Fax (559) 221-7274

## Sign Warranty

The following warranty is offered on all signage fabricated by and installed by Fluoresco Lighting & Signs or one of its representatives after 9-27-07

1. One (2) year warranty on Workmanship and installation.
2. One (2) year warranty on Neon Transformers and Fluorescent Ballasts.
3. One (2) year warranty on Fluorescent Lamps.

If within the warranty period any portion of the work, as jointly determined by the Owner and Fluoresco Lighting & Signs, is judged to be defective in its workmanship or materials. Fluoresco Lighting & Signs will, during normal working hours, promptly proceed with corrective action. Fluoresco Lighting & Signs reserves the right to assign work to be performed by out-side sign companies. All work must be performed by Fluoresco Lighting & Signs or their assignees.

Failure to contact Fluoresco Lighting & signs for your warranty service requirements will void this warranty.

This warranty does not cover defects of damage resulting from improper operating or maintenance procedures, vandalism, or acts of God (including severe wind damage.)

*Effective Date: 9-27-07*

*By: Fluoresco Lighting & Signs.*

*For warranty inquiries please contact our National Sales Division @ 1-800-470-1711*

3000 E. Chambers Street Phoenix, AZ 85040 • Fax: 602-470-1313 • 1-800-470-1711

**SECTION X**

**MATERIALS, PARTS, & KEYS**

## **SECTION X: Materials, Parts, & Keys**

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No materials, parts or keys were required by this contract.



**SECTION XI**

**PROJECT DIRECTORY**

**and**

**LOGS**

## **SECTION XI: Project Directory and Logs**

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Attached are the Project Directory and Logs.

Project Directory  
RFI Log  
Submittal Log  
Proposed Change Order Log  
Change Order Log

# GALLO CENTER FOR THE ARTS

Project Directory, Updated August 21, 2007

<u>Name</u>	<u>Title</u>	<u>Telephone</u>	<u>Fax</u>
<b><u>Stanislaus County</u></b> 1010 10 <sup>th</sup> Street, Suite 6800 Modesto, CA 95354			
Patricia Hill Thomas	Chief Operating Officer/ Assistant Executive Office	(209) 525-6333 <a href="mailto:thomasp@co.stanislaus.ca.us">thomasp@co.stanislaus.ca.us</a>	525-4033
Leticia Lomeli	Executive Secretary	(209) 525-7693 <a href="mailto:lomelil@co.stanislaus.ca.us">lomelil@co.stanislaus.ca.us</a>	525-4033
Norma Baker	Confidential Assistant IV	(209) 525-4375 <a href="mailto:bakernj@co.stanislaus.ca.us">bakernj@co.stanislaus.ca.us</a>	525-4033
<b><u>Stanislaus County Field Office</u></b> 825 12 <sup>th</sup> Street Modesto, CA 95354			
Don Phemister	Senior Construction Manager	(209) 652-1158 <a href="mailto:phemisd@co.stanislaus.ca.us">phemisd@co.stanislaus.ca.us</a>	525-4385
Gino Colacchia	Construction Manager	(916) 799-7823 <a href="mailto:colacchiag@co.stanislaus.ca.us">colacchiag@co.stanislaus.ca.us</a>	525-4385
Randy Cavanagh	Construction Manager	(209) 652-0320 <a href="mailto:cavanaghr@co.stanislaus.ca.us">cavanaghr@co.stanislaus.ca.us</a>	525-4385
Kirk Gustafson	Construction Manager	(209) 652-0572 <a href="mailto:gstfsnk@co.stanislaus.ca.us">gstfsnk@co.stanislaus.ca.us</a>	525-4385
Teresa Vander Veen	Administrative Assistant	(209) 525-4380 <a href="mailto:vandrvnt@co.stanislaus.ca.us">vandrvnt@co.stanislaus.ca.us</a>	525-4385
Elsa Biedenweg	Administrative Assistant	(209) 525-4380 <a href="mailto:biedenwe@co.stanislaus.ca.us">biedenwe@co.stanislaus.ca.us</a>	525-4385

<u>Name</u>	<u>Title</u>	<u>Telephone</u>	<u>Fax</u>
<b><u>OWNER FURNISHED/OWNER INSTALLED CONTRACTORS</u></b>			
<b>Theatrical Seats (Fixed)</b>			
SERIES USA			
2224 East Winona Avenue			
Warsaw, Indiana 46580			
		(800) 729-1190	(574) 372-3390
Thomas Boyd		<a href="mailto:tboyd@seriesinternational.com">tboyd@seriesinternational.com</a>	
SERIES USA			
15675 NW 15 Avenue, Bay #1			
Miami, FL 33169			
		(305) 627-9922	623-9488
Ileana Cuni			
Joe Diebold	Installer	(727) 418-1221	
<b>Orchestra Enclosures</b>			
SECOA			
8650 109 <sup>th</sup> Avenue North			
Champlin, MN 55316-3789			
		(763) 506-8800	(763) 506-8844
Jerry Kraft	Project Manager	<a href="mailto:j.kraft@secoa.com">j.kraft@secoa.com</a>	
Jeff Jones	Installation Supervisor	<a href="mailto:j.jones@secoa.com">j.jones@secoa.com</a>	
Kris Shattuck	Contract Administrator	<a href="mailto:kshattuck@secoa.com">kshattuck@secoa.com</a>	
Cathie Risnes	Contract Accounting – Cert. Payroll	<a href="mailto:c.risnes@secoa.com">c.risnes@secoa.com</a>	
Tracy Meister	Chief Administrative Officer	<a href="mailto:t.meister@secoa.com">t.meister@secoa.com</a>	
<b>Natural Stone for Plaza</b>			
ASN Natural Stone, Inc.			
2415 17 <sup>th</sup> Street			
San Francisco, CA 94110			
		(415) 626-2616	626-3578
Leah Dark-Fleury		(415) 626-2616 ext. 202	
<b>Audio Visual Systems</b>			
PCD			
1032 Maxwell Drive			
Santa Rosa, CA 95401			
		(707) 546-3633	575-6818
Henry Beaumont	President	Cell (707) 974-1987	<a href="mailto:hbeaumont@pcdinc.net">hbeaumont@pcdinc.net</a>
Lydia Drake		Cell (707) 974-4337	

<u>Name</u>	<u>Title</u>	<u>Telephone</u>	<u>Fax</u>
<b>Phone, Data and Security Wiring</b>			
NetLogic Solutions, Inc. 2925 Niagra Street, Suite 11 Turlock, CA 95382			
		(209) 632-5700	632-7042

Dustin Smith		Cell (209) 678-0623	
		<a href="mailto:dsmith@netlogic-inc.com">dsmith@netlogic-inc.com</a>	

Ted Sugiura		Cell (209) 678-1019	
		<a href="mailto:tsugiura@netlogic-inc.com">tsugiura@netlogic-inc.com</a>	

**Furniture, Fixtures & Equipment (FF&E)**

Keller Group Office Environments  
3041 65<sup>th</sup> Street, Suite 3  
Sacramento, CA 95820

Paul Keller	Owner		
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Keller Group Office Environments 3600 Sisk Road, Suite 4F Modesto, CA 95356			
		(209) 534-9216	543-9224

Anthony Price	Director of Marketing	(209) 534-9216 ext.811	
		Cell (209) 484-8712	

**Arbors**

Kevin Rucker Construction  
PO Box 57  
Standard, CA 95373

		(209) 559-5284	586-9644
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Kevin Rucker	Owner		
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**Interior Signage**

Fluoresco Lighting-Sign Maintenance Company  
3484 W. Gettysburg Ave, Suite 102  
Fresno, CA 93722

		(559) 221-7273	221-7274
--	--	----------------	----------

Joanne Parvin	Project Manager	<a href="mailto:jparvin@fluoresco.com">jparvin@fluoresco.com</a>	
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Larry Cooper		<a href="mailto:lcooper@fluoresco.com">lcooper@fluoresco.com</a>	
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**PROJECT: GALLO CENTER FOR THE ARTS  
CONTRACTOR: FLUORESCO LIGHTING & SIGNS**

**RFI LOG**

RFI #J	Description	Spec	DATES						TIME TO PROCESS			
			From Cont.	To Review	Due Date	From Review	To Cont.	Time Remaining	Cap Proj To Reviewer	Reviewer To Cap Proj	Cap Proj To Contr	Remarks
0001	Snorkel TB-42	---	8/20/07	8/21/07	9/4/07	8/21/07	8/21/07	1	1	0	0	
0002	Address #'s	---	9/11/07	9/11/07	9/25/07	9/24/07	9/24/07	13	0	13	0	
3001	Sign Installation	---	---	8/20/07	---	---	8/20/07	0	0	0	0	

**PROJECT: GALLO CENTER FOR THE ARTS**  
**CONTRACTOR: FLUORESCO LIGHTING & SIGNS**

**REVIEW STAMP**

- 1. Reviewed/No Exceptions Taken
  - 2. Make Corrections Noted
  - 3. Revise as Noted and Resubmit
  - 4. Incomplete Submittal, Resubmit
  - 5. Rejected, Resubmit as Specified
- C - Contractor  
 AE - Arch/Engr  
 CO - Const. Mgr

**Submittal Log**

SUBMIT NO.	DESCRIPTION	SPEC SECTION	DATES					Time Remaining Total Time	TIME TO RESPONSE			REVIEW STAMP
			FROM CONTRACTOR	TO REVIEWER	DUE BACK	FROM REVIEWER	TO CONTRACTOR		Cap Proj To Reviewer	Reviewer To Cap Proj	Cap Proj To Contr	
1	Signage Samples-Originally from NGA	---	---	---	8/21/2007	7/17/2007	7/31/2007	0	0	0	0	N/A
2	Evacuation Sign Data, Theater Sign Data, Gallo Center for the Arts Data and Misc. Sign Data	---	8/7/2007	8/8/2007	8/29/2007	8/9/2007	8/9/2007	2	1	1	2	1,2
3	Drawing with Letter Display	---	8/9/2007	8/9/2007	8/30/2007	9/6/2007	9/7/2007	29	0	28	29	1
2A	Evacuation Sign Data, Theater Sign Data, Gallo Center for the Arts Data and Misc. Sign Data	---	8/9/2007	8/10/2007	8/31/2007	8/10/2007	8/10/2007	1	1	0	1	1
4	Evacuation Plan Data-First, Second & Third	---	8/14/2007	8/15/2007	9/5/2007	8/16/2007	8/16/2007	2	1	1	2	1
4A	Evacuation Plan-First, Second and Third Floor Restroom, Men/Women, Misc., Concession and Emergency Elevator Sign Types	---	8/20/2007	8/20/2007	9/10/2007	8/30/2007	8/31/2007	11	0	10	11	1
5			8/20/2007	8/20/2007	9/10/2007	9/6/2007	9/7/2007	18	0	17	18	1

**STATUS CODE**

**RESPONSIBILITY CODE**

**PROPOSED CHANGE ORDER LOG**

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

STANISLAUS COUNTY  
 GALLO CENTER FOR THE ARTS  
 FLUORESCO LIGHTING & SIGNS

REFERENCES						DESCRIPTION	DATES					PRICING			Status		
PCO No.	RFI No.	NC No.	CE No.	FI No.	CO No.		Issued To GC	GC Price Received	Just'f Written	Negotiate Complete	Change Order	GC Prel Est. CM Est.	Contractor Estimate	Negotiated CO Amount	STA	RES	EXPOSURE
01	3001	--	--	--	01	Sign Installation	8/20/07	8/23/07	8/23/07	8/30/07	9/6/07	\$7,500	\$7,500	\$7,500	5	A	\$7,500
02	2	--	--	--	02	Add 4 10" High Bronze Address Numbers & Install	10/1/07	9/11/07	9/28/07	9/28/07	11/1/07	\$1,500	\$1,649	\$1,649	5	O	\$1,649
														<b>Total Exposure</b>		<b>\$9,149</b>	



**GALLO CENTER FOR THE ARTS**  
**at 1000 I STREET, MODESTO**  
**FLUORESCO LIGHTING & SIGNS**

**CHANGE ORDER LOG**

CO	PCO	DESCRIPTION	DATE OF CO	IMPACT ON CONTRACT AMOUNT					REVISED DATE
				PREVIOUS ADDS	PREVIOUS DEDUCTS	AMOUNT THIS CHANGE	CURRENT CONTRACT	REMAINING CONTINGENCY	
<b>BASE CONTRACT AMOUNT</b>							<b>\$65,784.39</b>	<b>\$9,149</b>	
1	1	Sign Installation	09/06/07	\$0	\$0.00	\$7,500	\$73,284.39	\$1,649	09/24/07
2	2	Add 4 10" High Bronze Address Numbers and Install	11/01/07	\$7,500	\$0.00	\$1,649	\$74,933.39	\$0	09/24/07

# **STANISLAUS COUNTY**

## **GALLO CENTER FOR THE ARTS AUDIO VISUAL SYSTEMS**

### **PROJECT CLOSE OUT REPORT**

<b>Owner:</b>	Stanislaus County
<b>Construction Manager:</b>	Stanislaus County Capital Projects
<b>Contractor:</b>	PCD
<b>Date:</b>	<b>September 12, 2007</b>

# STANISLAUS COUNTY CAPITAL PROJECTS

---

## CONTRACT FINAL COMPLETION REPORT AND ACCEPTANCE RECOMMENDATION

---

TO: **STANISLAUS COUNTY  
GALLO CENTER FOR THE ARTS  
AUDIO VISUAL SYSTEMS  
MODESTO, CA**

Date: **September 12, 2007**

---

PROJECT:  
**GALLO CENTER FOR THE ARTS  
AUDIO VISUAL SYSTEMS**

CONTRACTOR:  
**PCD**

---

ORIGINAL CONTRACT AMOUNT  
**\$847,262**

DURATION  
**30 Calendar Days**

LIQUIDATED DAMAGES  
**N/A**

---

REVISED CONTRACT AMOUNT  
**\$862,543**

---

STARTING DATES

CONTRACT  
**08/14/07**

ACTUAL  
**08/14/07**

NUMBER OF DAYS OVERRUN  
**None**

---

COMPLETION DATES

CONTRACT  
**09/12/07**

ACTUAL SUBSTANTIAL  
**09/12/07**

TIME EXTENSIONS  
**None**

---

- |     |                                                                         |              |
|-----|-------------------------------------------------------------------------|--------------|
| 1.  | TIME ANALYSIS SUMMARY AND LIQUIDATED DAMAGE ASSESSMENT                  | SECTION I    |
| 2.  | SUMMARY OF POTENTIAL CLAIMS FROM THE CONTRACTOR                         | SECTION II   |
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| 10. | MATERIALS, PARTS AND KEYS                                               | SECTION X    |
| 11. | PROJECT DIRECTORY & LOGS                                                | SECTION XI   |
- 

**THE CONTRACTOR IS COMPLETE, AND IT IS RECOMMENDED THAT THE CONTRACT BE ACCEPTED.**

---

**SECTION I**

**TIME ANALYSIS SUMMARY**

**AND**

**LIQUIDATED DAMAGES**

## **SECTION I: Time Analysis Summary and Liquidated Damages**

The Contractor was awarded a Contract for the Gallo Center for the Arts, Audio Visual Systems on April 24, 2007. The original Contract provided the work shall be completed within the time limit stated in the Proposers Schedule, included in the Pricing Proposal, to complete the Gallo Center for the Arts, Audio Visual Systems.

Notice to proceed for Gallo Center for the Arts Audio Visual Systems was issued on August 13, 2007, with day one as August 14, 2007. Substantial completion date of September 12, 2007 was within the stated schedule.

**SECTION II**

**POTENTIAL CLAIMS**

## **SECTION II: Potential Claims**

---

There are no potential claims on this project.

**SECTION III**

**CLAIMS AGAINST**

**the**

**CONTRACTOR**

**and**

**WITHHOLDINGS**



### **SECTION III: Claims Against the Contractor and Withholdings**

No claims or withholdings are pending against the Contractors.

**SECTION IV**

**RECORD**

**DRAWINGS**

## **SECTION IV: Record Drawings**

---

Record drawings are in process and will be delivered to Stanislaus County Capital Projects before final payment.

**SECTION V**

**OPERATION &**

**MAINTENANCE MANUALS,**

**AND TESTING**

## **SECTION V: Operation and Maintenance Manuals, and Testing**

---

No Operation and Maintenance Manuals or Testing were required by this contract.

**SECTION VI**

**CHANGES**

## **SECTION VI: Changes**

---

The original Contract amount of \$847,262 was revised by five (5) Change Orders authorized by the County. The Change Order totaled \$15,281.

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

		<u><b>TOTAL</b></u>	<u><b>% OF CONTRACT</b></u>
E	Errors & Omissions	\$ 0	0%
O	Owner Requests	\$6,610	1.30%
C	Changed Conditions	\$8,671	.97%
S	Settlement of Potential Claim	\$ 0	0%
V	Value Engineering	<u>\$ 0</u>	<u>0%</u>
	<b>TOTAL</b>	<b>\$15,281</b>	<b>2.27%</b>

**SECTION VII**

**CERTIFICATES**

**of**

**COMPLETION**



## **SECTION VII: Certificates of Completion**

---

Attached are the 1) Certificates of Final Completion/Recommendation for Acceptance, and 2) Certificates of Substantial Completion.



**CERTIFICATE OF SUBSTANTIAL COMPLETION**

TO: STANISLAUS COUNTY, (OWNER)

DATE OF SUBSTANTIAL COMPLETION:  
**SEPTEMBER 12, 2007**

PROJECT TITLE: **GALLO CENTER FOR THE ARTS  
AUDIO VISUAL SYSTEMS**

PROJECT OR SPECIFIED PART SHALL INCLUDE:  
**AUDIO VISUAL EQUIPMENT**

LOCATION: **1000 I STREET, MODESTO**  
OWNER: **STANISLAUS COUNTY**  
CONTRACTOR: **PCD**  
CONTRACT FOR: **AUDIO VISUAL SYSTEMS**  
CONTRACT DATE: **AUGUST 14, 2007**

The work performed under this contract has been inspected by authorized representatives of the Owner, Contractor, and 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 or specified area of 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.

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.

**NESTOR + GAFFNEY ARCHITECTURE, LLP**  
ARCHITECT

BY:  9.20.07  
AUTHORIZED REPRESENTATIVE DATE

**PCD**  
CONTRACTOR

BY:  9/12/07  
AUTHORIZED REPRESENTATIVE DATE

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 NA (time), on September 10, 2007.

**STANISLAUS COUNTY CAPITAL PROJECTS**  
CONSTRUCTION MANAGER

BY:  9.24.07  
AUTHORIZED REPRESENTATIVE DATE

**STANISLAUS COUNTY**  
OWNER

BY:  10.1.07  
AUTHORIZED REPRESENTATIVE DATE

REMARKS: The tentative list of items to be completed or corrected is attached.

**SECTION VIII**

**FINAL**

**PAYMENT**

## **SECTION VIII: Final Payment**

---

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



1032 Maxwell Drive, Santa Rosa, CA 95401 (707) 546-3633

# CONTRACT BILLING

Application 6  
Period 10/19/2007

COUNTY OF STANISLAUS  
825 12TH STREET  
MODESTO CA 95354

**Job Name** GALLO PERFORMING ARTS CENTER  
1000 I STREET  
MODESTO CA

## Application For Payment On Contract

Original Contract.....	<u>847,262.00</u>
Net Change by Change Orders.....	<u>15,281.53</u>
Contract Sum to Date.....	<u>862,543.53</u>
Total Complete to Date.....	<u>862,543.53</u>
Total Retained.....	<u>0.00</u>
Total Earned Less Retained.....	<u>862,543.53</u>
Less Previous Billings.....	<u>776,289.18</u>
Current Payment Due.....	<input type="text" value="86,254.35"/>
Balance on Contract.....	<u>0.00</u>



RECEIVED  
OCT 19 2007

## Contractor's Certification of Work

The undersigned contractor certifies that, to the best of the contractor's knowledge, the work on the the above named job has been completed in accordance with the plans and specifications to the level of completion indicated on the attached schedule of completion.

Contractor  Date 10/17/07

**SECTION IX**

**WARRANTIES**

**And**

**GUARANTEES**

## **SECTION IX: 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 September 12, 2007, will commence the two-year warranty period. Damage or defective workmanship or materials will be covered under the warranty provisions of the Contract.



**SECTION X**

**MATERIALS, PARTS, & KEYS**

**SECTION X: Materials, Parts, & Keys**

---

No materials, parts or keys were required by this contract.

**SECTION XI**

**PROJECT DIRECTORY**

**and**

**LOGS**

## **SECTION XI: Project Directory and Logs**

---

Attached are the Project Directory and Logs.

Project Directory  
RFI Log  
Proposed Change Order Log  
Field Instruction Log  
Notice To Correct Log  
Change Order Log

# GALLO CENTER FOR THE ARTS

Project Directory, Updated August 21, 2007

<u>Name</u>	<u>Title</u>	<u>Telephone</u>	<u>Fax</u>
<b><u>Stanislaus County</u></b> 1010 10 <sup>th</sup> Street, Suite 6800 Modesto, CA 95354			
Patricia Hill Thomas	Chief Operating Officer/ Assistant Executive Office	(209) 525-6333 <a href="mailto:thomasp@co.stanislaus.ca.us">thomasp@co.stanislaus.ca.us</a>	525-4033
Leticia Lomeli	Executive Secretary	(209) 525-7693 <a href="mailto:lomelil@co.stanislaus.ca.us">lomelil@co.stanislaus.ca.us</a>	525-4033
Norma Baker	Confidential Assistant IV	(209) 525-4375 <a href="mailto:bakernj@co.stanislaus.ca.us">bakernj@co.stanislaus.ca.us</a>	525-4033
<b><u>Stanislaus County Field Office</u></b> 825 12 <sup>th</sup> Street Modesto, CA 95354			
Don Phemister	Senior Construction Manager	(209) 652-1158 <a href="mailto:phemisd@co.stanislaus.ca.us">phemisd@co.stanislaus.ca.us</a>	525-4385
Gino Colacchia	Construction Manager	(916) 799-7823 <a href="mailto:colacchiag@co.stanislaus.ca.us">colacchiag@co.stanislaus.ca.us</a>	525-4385
Randy Cavanagh	Construction Manager	(209) 652-0320 <a href="mailto:cavanaghr@co.stanislaus.ca.us">cavanaghr@co.stanislaus.ca.us</a>	525-4385
Kirk Gustafson	Construction Manager	(209) 652-0572 <a href="mailto:gstfsnk@co.stanislaus.ca.us">gstfsnk@co.stanislaus.ca.us</a>	525-4385
Teresa Vander Veen	Administrative Assistant	(209) 525-4380 <a href="mailto:vandrvt@co.stanislaus.ca.us">vandrvt@co.stanislaus.ca.us</a>	525-4385
Elsa Biedenweg	Administrative Assistant	(209) 525-4380 <a href="mailto:biedenwe@co.stanislaus.ca.us">biedenwe@co.stanislaus.ca.us</a>	525-4385

<u>Name</u>	<u>Title</u>	<u>Telephone</u>	<u>Fax</u>
<b><u>OWNER FURNISHED/OWNER INSTALLED CONTRACTORS</u></b>			
<b>Theatrical Seats (Fixed)</b>			
SERIES USA			
2224 East Winona Avenue			
Warsaw, Indiana 46580			
		(800) 729-1190	(574) 372-3390
Thomas Boyd		<a href="mailto:tboyd@seriesinternational.com">tboyd@seriesinternational.com</a>	
SERIES USA			
15675 NW 15 Avenue, Bay #1			
Miami, FL 33169			
		(305) 627-9922	623-9488
Ileana Cuni			
Joe Diebold	Installer	(727) 418-1221	
<b>Orchestra Enclosures</b>			
SECOA			
8650 109 <sup>th</sup> Avenue North			
Champlin, MN 55316-3789			
		(763) 506-8800	(763) 506-8844
Jerry Kraft	Project Manager	<a href="mailto:j.kraft@secoa.com">j.kraft@secoa.com</a>	
Jeff Jones	Installation Supervisor	<a href="mailto:j.jones@secoa.com">j.jones@secoa.com</a>	
Kris Shattuck	Contract Administrator	<a href="mailto:kshattuck@secoa.com">kshattuck@secoa.com</a>	
Cathie Risnes	Contract Accounting – Cert. Payroll	<a href="mailto:c.risnes@secoa.com">c.risnes@secoa.com</a>	
Tracy Meister	Chief Administrative Officer	<a href="mailto:t.meister@secoa.com">t.meister@secoa.com</a>	
<b>Natural Stone for Plaza</b>			
ASN Natural Stone, Inc.			
2415 17 <sup>th</sup> Street			
San Francisco, CA 94110			
		(415) 626-2616	626-3578
Leah Dark-Fleury		(415) 626-2616 ext. 202	
<b>Audio Visual Systems</b>			
PCD			
1032 Maxwell Drive			
Santa Rosa, CA 95401			
		(707) 546-3633	575-6818
Henry Beaumont	President	Cell (707) 974-1987	<a href="mailto:hbeaumont@pcdinc.net">hbeaumont@pcdinc.net</a>
Lydia Drake		Cell (707) 974-4337	











**GALLO CENTER FOR THE ARTS**  
**at 1000 I STREET, MODESTO**

**PCD**

**CHANGE ORDER LOG**

CO	PCO	DESCRIPTION	DATE OF CO	IMPACT ON CONTRACT AMOUNT					REVISED DATE
				PREVIOUS ADDS	PREVIOUS DEDUCTS	AMOUNT THIS CHANGE	CURRENT CONTRACT	REMAINING CONTINGENCY	
		<b>BASE CONTRACT AMOUNT</b>					<b>\$847,262</b>	<b>\$42,363</b>	
1	2	House Manager Move to Box Office	10/01/07	\$0	\$0.00	\$1,099	\$848,361	\$41,264	09/12/07
2	3	Repair Electrical Boxes with Non-Compatible	11/01/07	\$1,099	\$0.00	\$756	\$849,117	\$40,508	09/12/07
3	4	Load Capacity of Catwalks	11/01/07	\$1,855	\$0.00	\$7,915	\$857,032	\$32,593	09/12/07
4	5	Raise Speaker Support Above the Catwalks	11/01/07	\$9,770	\$0.00	\$3,836	\$860,868	\$28,757	09/12/07
5	6	Add a Key Plate to Monitor Either Theater in Dressing Room	11/01/07	\$13,606	\$0.00	\$1,675	\$862,543	\$27,082	09/12/07

# **STANISLAUS COUNTY**

## **GALLO CENTER FOR THE ARTS BP7, CONCESSIONS**

### **PROJECT CLOSE OUT REPORT**

<b>Owner:</b>	Stanislaus County
<b>Construction Manager:</b>	Stanislaus County Capital Projects
<b>Contractor:</b>	STC General Building Contractor, Inc.
<b>Date:</b>	<b>September 12, 2007</b>

# STANISLAUS COUNTY CAPITAL PROJECTS

---

## CONTRACT FINAL COMPLETION REPORT AND ACCEPTANCE RECOMMENDATION

---

TO: **STANISLAUS COUNTY  
GALLO CENTER FOR THE ARTS  
BP7, CONCESSIONS  
MODESTO, CA**

Date: **September 12, 2007**

---

PROJECT:  
**GALLO CENTER FOR THE ARTS  
BP7, CONCESSIONS**

CONTRACTOR:  
**STC GENERAL BUILDING  
CONTRACTOR, INC.**

---

ORIGINAL CONTRACT AMOUNT  
**\$75,000**

DURATION  
**120 Calendar Days**

LIQUIDATED DAMAGES  
**N/A**

---

REVISED CONTRACT AMOUNT  
**\$101,854**

---

STARTING DATES	CONTRACT	ACTUAL	NUMBER OF DAYS OVERRUN
	<b>06/28/07</b>	<b>06/28/07</b>	<b>None</b>

---

COMPLETION DATES	CONTRACT	ACTUAL SUBSTANTIAL	TIME EXTENSIONS
	<b>10/25/07</b>	<b>9/12/07</b>	<b>None</b>

---

- |     |                                                                         |              |
|-----|-------------------------------------------------------------------------|--------------|
| 1.  | TIME ANALYSIS SUMMARY AND LIQUIDATED DAMAGE ASSESSMENT                  | SECTION I    |
| 2.  | SUMMARY OF POTENTIAL CLAIMS FROM THE CONTRACTOR                         | SECTION II   |
| 3.  | SUMMARY OF POTENTIAL CLAIMS AGAINST THE CONTRACT<br>AND/OR WITHHOLDINGS | SECTION III  |
| 4.  | RECORD DOCUMENTS                                                        | SECTION IV   |
| 5.  | OPERATION/MAINTENANCE MANUALS, AND TESTING                              | SECTION V    |
| 6.  | CHANGES                                                                 | SECTION VI   |
| 7.  | CERTIFICATES OF COMPLETION                                              | SECTION VII  |
| 8.  | FINAL PAYMENT                                                           | SECTION VIII |
| 9.  | WARRANTIES AND GUARANTEES                                               | SECTION IX   |
| 10. | MATERIALS, PARTS AND KEYS                                               | SECTION X    |
- 

**THE CONTRACTOR IS COMPLETE, AND IT IS RECOMMENDED THAT THE CONTRACT BE ACCEPTED.**

---

**SECTION I**

**TIME ANALYSIS SUMMARY**

**AND**

**LIQUIDATED DAMAGES**

## **SECTION I: Time Analysis Summary and Liquidated Damages**

---

The Contractor was awarded a Contract for the Gallo Center for the Arts, Concessions on April 24, 2007. The original Contract provided the work shall be completed one hundred twenty (120) calendar days to complete the Gallo Center for the Arts, Concessions.

Notice to proceed for Gallo Center for the Arts, Concessions was issued on July 3, 2007, with day one as June 28, 2007. The contract duration of one hundred twenty (120) calendar days established a contract completion date of October 25, 2007. The contractor finished early with a substantial completion date of September 12, 2007.

**SECTION II**

**POTENTIAL CLAIMS**



## **SECTION II: Potential Claims**

---

There are no potential claims on this project.

**SECTION III**

**CLAIMS AGAINST**

**the**

**CONTRACTOR**

**and**

**WITHHOLDINGS**

### **SECTION III: Claims Against the Contractor and Withholdings**

No claims or withholdings are pending against the Contractors.

**SECTION IV**

**RECORD**

**DRAWINGS**

## **SECTION IV: Record Drawings**

---

No record drawings were required by this contract.

**SECTION V**

**OPERATION &**

**MAINTENANCE MANUALS,**

**AND TESTING**

**SECTION V: Operation and Maintenance Manuals, and Testing**

---

STC General Building Contractor submitted operation and maintenance manuals for the project. See the attached letter of transmittal dated September 14, 2007.

Stanislaus County Capital Projects  
825 12<sup>th</sup> Street, Modesto, CA 95354  
Phone: (209) 525-4380 FAX: (209) 525-4385

# TRANSMITTAL

**TO: Kirk Gustafson  
Stanislaus County**

**SUBJECT: GALLO CENTER FOR THE ARTS**

**DATE: 9/14/07**


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

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

COPIES	DATE	DESCRIPTION
1		Beverage-Air Installation and Operation Instruction, Food Service Parts Distributor List for SP/DP Series
3		Perlick Corp., Installation and Operation Instructions for the Custom Back Bar Cabinet, Model Nos. BS/BR Series, Warranty Card
1		Traulsen, Owner's Manual, Installation, Operation and Maintenance Instructions, G Series
1		Traulsen, Authorized Service Agencies Booklet
4		MetroMax Storage System, Instruction and Maintenance Manual
2		Stainless Steel Table Assembly Instructions

**REMARKS:**

For your use and distribution.

  
\_\_\_\_\_  
Received By:

9/14/07  
\_\_\_\_\_  
Date:

COPIES: Don Phemister  
Gino Colacchia  
File AB 2.1.1 (3817)  
File AB 17.18

SIGNED:   
Elsa Biedenweg



Stanislaus County Capital Projects  
 825 12<sup>th</sup> Street, Modesto, CA 95354  
 Phone: (209) 525-4380 FAX: (209) 525-4385

**TRANSMITTAL**

**TO: Kirk Gustafson  
 Stanislaus County**

**SUBJECT: GALLO CENTER FOR THE ARTS**

**DATE: 9/14/07**

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

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

COPIES	DATE	DESCRIPTION
1		Manitowoc S Model, Ice Machines, Installation, Use and Care Manual, Ice Machine & Storage Bin Warranty Certificates
1		Manitowoc, Arctic Pure Water Filter System, Installation, Use and Care Manual
1		GI Nuova General Instruments, Valve Maintenance and Use Manual, Automatic Safety Valve Certificate
1		G. Rossi Advanced Espresso Technology, Notes on Dismantling, Operation & Maintenance Manual
1		Portofino Restyling (Espresso Machine) Instruction Manual, Maintenance and Use Manual
1		Box (white, sealed) of Espresso Machine Accessories

**REMARKS:**

For your use and distribution. *Box of Espresso Machine Accessories*

*[Signature]*  
 Received By:

*9/14/07*  
 Date:

*Kirk Gustafson*  
 Received By:

*9/14/07*  
 Date:

COPIES: Don Phemister  
 Gino Colacchia  
 File AB 2.1.1 (3818)  
 File AB 17.18

SIGNED: *[Signature]*  
 Elsa Biedenweg

**SECTION VI**

**CHANGES**

## **SECTION VI: Changes**

---

The original Contract amount of \$75,000 was revised by four (4) Change Orders authorized by the County. The Change Order totaled \$26,854.

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

		<b><u>TOTAL</u></b>	<b><u>% OF CONTRACT</u></b>
E	Errors & Omissions	\$ 0	0%
O	Owner Requests	\$25,600	4%
C	Changed Conditions	\$1,254	1%
S	Settlement of Potential Claim	\$ 0	0%
V	Value Engineering	<u>\$ 0</u>	<u>0%</u>
	<b>TOTAL</b>	<b>\$26,854</b>	<b>5%</b>

**SECTION VII**  
**CERTIFICATES**  
**of**  
**COMPLETION**

## **SECTION VII: Certificates of Completion**

---

Attached are the 1) Certificates of Final Completion/Recommendation for Acceptance, and 2) Certificates of Substantial Completion.



# CERTIFICATE OF SUBSTANTIAL COMPLETION

TO: STANISLAUS COUNTY, (OWNER)

DATE OF SUBSTANTIAL COMPLETION:

**SEPTEMBER 12, 2007**

PROJECT OR SPECIFIED PART SHALL INCLUDE:

**CONCESSION EQUIPMENT**

PROJECT TITLE:

**GALLO CENTER FOR THE ARTS  
BP 7, CONCESSIONS**

LOCATION:

**1000 I STREET, MODESTO**

OWNER:

**STANISLAUS COUNTY**

CONTRACTOR:

**STC GENERAL BUILDING  
CONTRACTOR, INC.**

CONTRACT FOR:

**BP 7, CONCESSIONS**

CONTRACT DATE:

**JUNE 28, 2007**

The work performed under this contract has been inspected by authorized representatives of the Owner, Contractor, and 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 or specified area of 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.

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.

**NESTOR + GAFFNEY ARCHITECTURE, LLP**  
ARCHITECT

BY: 

AUTHORIZED REPRESENTATIVE

9.29.07

DATE

**STC GENERAL BUILDING CONTRACTOR, INC.**  
CONTRACTOR

BY: 

AUTHORIZED REPRESENTATIVE

9/25/07

DATE

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 NA (time), on September 12, 2007.

**STANISLAUS COUNTY CAPITAL PROJECTS**  
CONSTRUCTION MANAGER

BY: 

AUTHORIZED REPRESENTATIVE

10.1.07

DATE

**STANISLAUS COUNTY**  
OWNER

BY: 

AUTHORIZED REPRESENTATIVE

10/4/07

DATE

REMARKS: List not required.

**SECTION VIII**

**FINAL**

**PAYMENT**



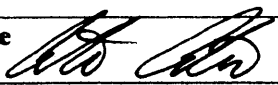
## **SECTION VIII: Final Payment**

---

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

# STANISLAUS COUNTY CAPITAL PROJECTS

## REQUEST FOR PAYMENTS

Contractor: <b>STC General Building Contractor Inc.</b>					<b>PAGE 1</b>	
Location:					Report No: <b>4</b>	
Project Title: <b>GALLO CENTER FOR THE ARTS, BID PACKAGE 7, CONCESSIONS</b>					Date: <b>10/30/07</b>	
Contract No:			Project No:			
Work Status: <b>(To be Completed by SCCP)</b>						
Completion Dates				Percent Completed:		
Initial Contract	Revised Contract	Estimated Substantial	Actual Substantial	Through This Month	Normal to Date	
Average Work Force			Progress	Material Deliveries		
Number Employed			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."						
<b>PROGRESS PAYMENT SUMMARY</b>						
<b>1. INITIAL CONTRACT AMOUNT</b>					<b>\$75,000.00</b>	
<b>2. CHANGE ORDERS (Total of Column 2, Page 3)</b>					<b>\$ 26,854.00</b>	<b>\$26,854.25</b>
<b>3. TOTAL CONTRACT AMOUNT TO DATE (Line 1 + Line 2)</b>					<b>\$ 101,854.00</b>	<b>\$101,854.25</b>
<b>4. VALUE OF WORK COMPLETED TO DATE (Total of Columns 3 and 4, Page 2)</b>					<b>\$75,000.00</b>	
<b>5. VALUE OF WORK COMPLETED UNDER CHANGE ORDERS (Total of Column 4, Page 3)</b>					<b>\$ 26,854.00</b>	<b>\$26,854.25</b>
<b>6. VALUE OF MATERIAL</b>					<b>\$0</b>	
<b>7. TOTAL VALUE OF MATERIALS (Line 6A + Line 6B)</b>					<b>\$0</b>	
<b>8. TOTAL VALUE OF COMPLETED WORK AND MATERIALS (Line 4 + Line 5 + Line 7)</b>					<b>\$ 101,854.00</b>	<b>\$101,854.25</b>
<b>9. LESS RETAINAGE</b>					<b>\$0</b>	
<b>10. SUB-TOTAL (Line 8 – Line 9)</b>					<b>\$ 101,854.00</b>	<b>\$101,854.25</b>
<b>11. LESS PREVIOUS PAYMENTS</b>					<b>\$ 91,668.60</b>	<b>\$91,668.82</b>
<b>12. AMOUNT OF PAYMENT THIS REPORT</b>					<b>\$ 10,185.40</b>	<b>\$10,185.43</b>
Signature 		Date <b>10/30/07</b>		Signature		Date
Signature		Date		Signature		Date



# CHANGE ORDER BREAKDOWN

CONTRACTOR: STC General Building Contractor Inc.			PAGE 3	
PROJECT: GALLO CENTER FOR THE ARTS BID PACKAGE 7, CONCESSION		REPORT No: 4	DATE: 10/30/07	
ITEM OF WORK	TOTAL VALUE OF WORK (Dollars Only)	VALUE OF WORK COMPLETED (Dollars Only)		TOTAL VALUE OF COMPLETED WORK
		TO LAST REPORT	SINCE LAST REPORT	
Custom Stainless Steel (C.O. #1)	\$25,000.00	\$25,000.00	-----	\$25,000.00
Hand-Sink w/towel Dispensers (C.O. #2)	\$500.00	\$500.00	-----	\$500.00
Jockey Station (C.O. #3)	<del>\$754.25</del> \$ 754.00	<del>\$754.25</del> \$ 754.00	-----	<del>\$754.25</del> \$ 754.00
Stainless Steel Counter Legs (C.O. #4)	\$600.00	\$600.00	-----	\$600.00
	<del>\$26,854.25</del> \$ 26,854.00	<del>\$26,854.25</del> \$ 26,854.00	-----	<del>\$26,854.25</del> \$ 26,854.00



CONDITIONAL WAIVER AND RELEASE UPON  
PROGRESS PAYMENT

Upon receipt by the undersigned of a check from Stanislaus County in the sum of  
(Maker of Check)  
\$ 10,185.40 payable to Acstar  
(Amount of Check) (Payee or Payees of Check)

and when the check has been properly endorsed and has been paid by the bank upon which it is drawn, this document shall become effective to release any mechanic's lien, stop notice, or bond right the undersigned has on the job of Stanislaus County located at  
(Owner)

Gallo Center For The Arts to the following extent.  
(Job Description)

This release covers a progress payment for labor, services, equipment, or material furnished to STC General Building Contractor Inc. through 10/30/07 only and does not cover any  
(Your Customer) (Date)

retentions retained before or after the release date; extras furnished before the release date for which payment has not been received; extras or items furnished after the release date. Rights based upon work performed or items furnished under a written change order which has been fully executed by the parties prior to the release date are covered by this release unless specifically reserved by the claimant in this release. This release of any mechanic's lien, stop notice, or bond right shall not otherwise affect the contract rights, including rights between parties to the contract based upon a rescission, abandonment, or breach of the contract, or the right of the undersigned to recover compensation for furnished labor, services, equipment, or material covered by this release if that furnished labor, services, equipment, or material was not compensated by the progress payment. Before any recipient of this document relies on it, said party should verify evidence of payment to the undersigned.

Dated: 10/30/07

STC General Building Contractor Inc.  
(Company Name)

By [Signature], PROJECT MANAGER  
(Signature, Title)

**SECTION IX**

**WARRANTIES**

**And**

**GUARANTEES**

## **SECTION IX: Warranties and Guarantees**

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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 September 12, 2007, 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.





Guarantee/Warranty for BID PACKAGE 7 CONCESSIONS  
(Phase or portion of work under warranty identified by Specification Section.)

Project: GALLO CENTER FOR THE ARTS

Address: 7000 I STREET  
MODESTO, CA 95354

Date: 11/14/07

We hereby warrant and the Contractor guarantees that the EQUIPMENT which we have installed in the CONCESSIONS AREA has been performed in accordance with the Drawings and Specifications and that the work as installed will fulfill the requirements of the guarantee/warranty included in the Specifications.

We agree to repair or replace any or all of our 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 years from the Date of Substantial Completion of the above named structure without expenses whatever to the said Owner, ordinary wear and tear and unusual abuse or neglect excepted.

In the event of our failure to comply with the foregoing conditions within ten days after being notified in writing by the Owner, we collectively or 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 the costs and charges therefor upon demand.

Signed: Scott Tate PROVISIONS Date: 11/14/07  
(Contractor)

**SECTION X**

**MATERIALS, PARTS, & KEYS**

## **SECTION V: Operation and Maintenance Manuals, and Testing**

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STC General Building Contractor submitted operation and maintenance manuals for the project. See the attached letter of transmittal dated September 14, 2007.

Stanislaus County Capital Projects  
 825 12<sup>th</sup> Street, Modesto, CA 95354  
 Phone: (209) 525-4380 FAX: (209) 525-4385

**TRANSMITTAL**

**TO: Kirk Gustafson  
 Stanislaus County**

**SUBJECT: GALLO CENTER FOR THE ARTS**

**DATE: 9/14/07**

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

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

COPIES	DATE	DESCRIPTION
4		Keys for the Traulsen 2-Door Reach-In Refrigerator
8		Keys for the 2-Door Refrigerator Base, 1 <sup>st</sup> Floor
8		Keys for the 2-Door Refrigerator Base, 2 <sup>nd</sup> Floor
8		Keys for the 2-Door Refrigerator Base, 3 <sup>rd</sup> Floor

**REMARKS:**

For your use and distribution.

1 set of keys  
 received by: Kirk Gustafson

9/14/07  
 Date:

okay'd by  
 Scott McKay  
St. J. J. Mallards  
 Received By:

9/14/07  
 Date:

COPIES: Don Phemister  
 Gino Colacchia  
 File AB 2.1.1 (3816)  
 File AB 17.18

SIGNED: Elsa Biedenweg  
 Elsa Biedenweg

**SECTION XI**

**PROJECT DIRECTORY**

**and**

**LOGS**

## **SECTION XI: Project Directory and Logs**

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Attached are the Project Directory and Logs.

Project Directory  
RFI Log  
Submittal Log  
Proposed Change Order Log  
Change Order Log

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<u>Name</u>	<u>Title</u>	<u>Telephone</u>	<u>Fax</u>
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**BID PACKAGE 7, CONCESSIONS**

**CONTRACTOR**

STC General Building Contractor, Inc. (Formerly Scott Trotter Construction)  
3164 N. Marks Ave, Suite 116  
Fresno, CA 93722  
P.O. Box 8726  
Fresno, CA 93747

(559) 441-0911      441-0921

Scott Trotter	Owner	Cell (559) 907-8118 <a href="mailto:strotter@stc-inc.org">strotter@stc-inc.org</a>
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Art Avila		Cell (559) 579-3479 <a href="mailto:aavila@stc-inc.org">aavila@stc-inc.org</a>
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**SUBCONTRACTORS**

McAvoy Plumbing Madera, CA	Plumbing
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Rosito Bisani Southern, CA	Install Espresso Equipment
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**GALLO CENTER FOR THE ARTS**  
**at 1000 I STREET, MODESTO**

**STC GENERAL BUILDING CONTRACTOR, INC.**

**CHANGE ORDER LOG**

CO	PCO	DESCRIPTION	DATE OF CO	IMPACT ON CONTRACT AMOUNT					REVISED DATE
				PREVIOUS ADDS	PREVIOUS DEDUCTS	AMOUNT THIS CHANGE	CURRENT CONTRACT	REMAINING CONTINGENCY	
		<b>BASE CONTRACT AMOUNT</b>					<b>\$75,000</b>	<b>\$27,000</b>	
1	1	Custom SS Work	06/05/07	\$0	\$0.00	\$25,000	\$100,000	\$2,000	10/25/07
2	2	Concession Equipment-Hand Sink with Towel Dispensers	11/02/07	\$25,000	\$0.00	\$500	\$100,500	\$1,500	10/25/07
3	3	Jockey Stations	11/02/07	\$25,500	\$0.00	\$754	\$101,254	\$746	10/25/07
4	4	Stainless Steel Counter Legs	11/02/07	\$26,254	\$0.00	\$600	\$101,854	\$146	10/25/07

**Next Page**