

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

DEPT: Chief Executive Office

BOARD AGENDA # *B-4

Urgent

Routine

AGENDA DATE April 8, 2008

CEO Concurs with Recommendation YES NO
(Information Attached)

4/5 Vote Required YES NO

SUBJECT:

Approval to Proceed with Emergency Power and Fire Suppression System Improvements at the Sheriff Headquarters and Public Safety Center Facilities

STAFF RECOMMENDATIONS:

1. Accept the initial report and recommendations from Miller Pezonni & Associates, Inc. on the Sheriff's Emergency Power and Fire Suppression Systems Improvements.
2. Authorize the Chief Executive Office to execute and sign professional agreements, purchase orders and work authorizations and to manage the first phase of the project at a cost no greater than \$100,475.
3. Authorize the Project Manager to execute and sign professional agreements, purchase orders and work authorizations and to manage the project at a cost no greater than \$1,536,600.

(Continued on Page 2)

FISCAL IMPACT:

In June 2007, the Board approved the Sheriff's 2007-2008 proposed budget included \$200,000 in expenditures and revenues, previously approved by the Public Facilities Committee (PFF), to fund the cost to provide backup power to the Sheriff's Operation Center (SOC). In addition, the Information Technology Division requested \$85,000 in critical needs funding to install a fire suppression system in the computer/server room for which funding was recommended. Rather than proceeding with these projects independent of the Public Safety Center Master Plan which takes into consideration of facility needs well into the future (2030), Sheriff and Chief Executive Office Capital Project staff met to discuss the proposed facility improvements.

(Continued on Page 2)

BOARD ACTION AS FOLLOWS:

No. 2008-248

On motion of Supervisor O'Brien, Seconded by Supervisor Monteith

and approved by the following vote,

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

Noes: Supervisors: None

Excused or Absent: Supervisors: None

Abstaining: Supervisor: None

1) Approved as recommended

2) Denied

3) Approved as amended

4) Other:

MOTION:

Christine Ferraro

ATTEST: CHRISTINE FERRARO TALLMAN, Clerk

File No.

STAFF RECOMMENDATIONS: (Continued)

4. Authorize staff to proceed with implementation of the design to add emergency power to the Sheriff's Operations Center, Kitchen and Laundry Facilities, and a Fire Suppression Unit in the Information Technology Server Room as recommended in the consultants report.
5. Authorize the Auditor-Controller to establish a new Sheriff's Emergency Power/Fire Suppression Systems Capital Projects Budget and to make the proper budget adjustments as detailed in the Budget Journal Form.
6. Direct the Auditor-Controller to decrease the Sheriff's Administration Budget by \$200,000 in appropriations and estimated revenues, and transfer appropriations to the new Sheriff's Capital Project Budget Fund as detailed in the Budget Journal Form.
7. Direct the Auditor-Controller to decrease the Chief Executive Office-Plant Acquisition Budget by \$85,000 in appropriations and estimated revenues, and transfer appropriations to the new Sheriff's Capital Project Budget fund as detailed in the Budget Journal Form.

FISCAL IMPACT: (Continued)

In November 2008, the County contracted with Miller Pezzoni & Associates, Inc. to identify specific areas and critical functions performed within the facility which require emergency power to maintain effective operations during an extended electrical power disruption. These critical areas included the Sheriff's Operations Center (SOC) and the IT server room in the Sheriff Headquarters facility, and existing kitchen and laundry facilities located in the Public Safety Center (PSC) adjacent to Headquarters. Based on the initial findings and recommendations of the consultant, the total project would cost \$1.5 million. This created a recurring paradigm. Should staff find the lowest cost short-term solution or consider the long-term Public Safety Center Master Plan when making facility improvements?

On March 21, 2008, the Public Facility Fee Committee (PFF) approved the Sheriff's use of \$1,251,600 of PFF revenue to establish emergency power in the SOC, kitchen and laundry facilities. The County's Public Facility Fee program collects funds for jail needs as the community grows. Of the total amount approved by the PFF Committee, \$729,600 of Detention PFF and \$522,000 of Sheriff PFF would be used to establish emergency power at the SOC, kitchen and laundry facilities.

The \$1,251,600 will be added to the \$200,000 previously approved by the Board as part of the 2007- 2008 Proposed Budget. These funds were approved on January 20, 2005 by the PFF Committee to fund the cost of a generator to provide sufficient backup power to the SOC. Of the total amount approved by the PFF Committee, \$128,000 of Detention PFF and \$72,000 of Sheriff PFF would be used to purchase a backup power generator for the project. An additional \$85,000 was also approved by the Board as part of the 2007-2008 Proposed Budget to install a fire suppression system in the IT server room to protect assets and data storage units in the event of a catastrophic event. The fire suppression unit funding is included in the Safety Fund in the Chief Executive Office – Plant Acquisition Budget. The total estimated

Approval to Proceed with Emergency Power and Fire Suppression System Improvements at the Sheriff Headquarters and Public Safety Center Facilities

Page 3

costs associated with the project is \$1,536,600 of which \$1,451,600 is funded from PFF revenue and a contribution of \$85,000 from the General Fund previously approved in the 2007-2008 Proposed Budget.

The first phase of the project under consideration by the Board includes professional design, bid and award services estimated at \$100,475. This includes \$65,000 for professional design services, \$20,000 for construction management services, and publication and legal notices, building permits, and miscellaneous expenses of \$15,475. The Chief Executive Office will return to the Board prior to beginning the second phase of the project and will seek Board approval for expenditures associated with the construction phase of the project.

DISCUSSION:

Background

The Stanislaus County Safety Center was designed and constructed beginning in the early 1990's. The addition of the Sheriff Headquarters was accomplished in 1995. The design of the electrical systems for these facilities did not include provisions for emergency power for the Sheriff Headquarters, the Central Kitchen, and Laundry facilities. Thus, the facility does not have any emergency power except for Code mandated battery powered emergency lighting. Similarly, the original design of the Information Technology server room did not include provisions to install a fire suppression system to protect assets and data storage units from catastrophic events.

On June 26, 2007, the Board of Supervisors accepted the updated Public Safety Center Jail Needs Assessment and Public Safety Services Master Plan, and authorized the staff to develop an overall implementation strategy which included the development of phasing options, funding options, and professional programming services. This Needs Assessment projected facility needs well into the future. The Report included an evaluation of the Sheriff's facility needs for Administration, Armory, Investigations, Information Technology, Patrol, Property and Evidence and the Records functions that are housed as part of the Sheriff's Operations Center. The study evaluated the future facility needs looking at it both from the current structure where all of the main Sheriff operations are conducted out of the Hackett Road site, to evaluating the cost of creating building three additional Sheriff facilities located throughout the County. The full build out of the Public Safety Center to meet future needs is estimated at a preliminary, pre-design cost of \$16.2 million.

In November 2008, the County contracted with Miller Pezzoni & Associates, Inc., a local electrical engineering firm to identify specific areas and critical functions performed within the facility which require emergency power to maintain effective operations during an extended electrical power disruption. These critical areas included the Sheriff's Operations Center (SOC) and the IT server room in the Sheriff Headquarters facility, and existing kitchen and laundry facilities located in the Public Safety Center (PSC) adjacent to Headquarters. Miller Pezzoni & Associates Inc. were the original Electrical Engineers for the Sheriff's Operations Center and staff believed they would have superior knowledge for the study. The complete report is attached for review.

Potential Strategies

Extensive review and analysis of various options intended to provide emergency power to serve areas of the Sheriff Facility were conducted. The various reconnection options include:

- Reconnecting only the essential areas
- Reconnecting the first floor only
- Reconnecting the entire facility

Recommended Options

Based upon the findings, the matter of connecting emergency power to the various elements identified within the Safety Center is rather complex. Two strategies for the connection of emergency power include:

- Lowest initial capital outlay
- Long-Term vision aligned with the Public Safety Services Master Plan

The first priority is the Sheriff Headquarters Facility. Considering the various alternates, the lowest capital outlay option was found to be Alternate B2, which is the connection of the entire facility utilizing a stand-alone engine generator, projected to be \$ 295,200.00. This method is however a significant deviation from the adopted master plan, and will subject the staff to additional maintenance activities and mandatory testing activities, in addition to having to monitor a second fuel storage system.

The solution deemed the best long term method while balancing costs as outlined in the report was Alternate B3, the reconnection of the entire Sheriff Facility to emergency power unitizing the existing high voltage feeder and connection into the existing emergency power system. By selecting this method, the master plan will remain intact thus consolidating all emergency power within the service yard and the very costly emergency feeder is eliminated.

The solution deemed the best long-term method while balancing costs for the consolidating the connection of both the Kitchen Facility and the Laundry/Retail Facilities into a single feeder to the existing emergency power system is the most cost effective long term solution. The feeder capacity increase required to serve both is minor, while saving breaker space within the emergency switchgear for future Detention Facility Expansions.

The fire suppression unit will be installed in the IT Server room using appropriations approved as part of the 2007-2008 Proposed Budget.

Project Budget/Deliverables

The total estimated costs associated with the project is \$1,536,600 of which \$1,451,600 is funded from PFF revenue and a contribution of \$85,000 from the General Fund previously approved in the 2007-2008 Proposed Budget.

POLICY ISSUES:

Approval of this plan promotes the Board's Priority of A safe community. Approval of this action will facilitate efficient delivery of public services and making the most efficient use of County resources to protect the community.

STAFFING IMPACT:

The County anticipates substantial review and interaction with Sheriff's Department and Chief Executive Office Capital Projects staff on this project. Existing Capital Projects staff will coordinate this project with the Sheriff.

County of Stanislaus: Auditor-Controller Legal Budget Journal

Database
Set of Books

FMS11IDB.CO.STANISLAUS.CA.US.PROD
County of Stanislaus

Balance Type		Budget
Category	* List - Text	Budget - Upload
Source	* List - Text	
Currency	* List - Text	USD
Budget Name	List - Text	LEGAL BUDGET
Batch Name	Text	
Journal Name	Text	
Journal Description	Text	
Journal Reference	Text	
Organization	List - Text	Stanislaus Budget Org

Upl	Fund	Org	Acc't	GL Proj	Loc	Misc	Other	Debit	Credit	Period	Line Description	
								incr appropriations decr est revenue <small>(format > number > general)</small>	decr appropriations incr est revenue	Upper case MMM-YY List - Text	Text	
	4	7	5	7	6	6	5					
Pa	2027	0061124	62400					11485				
Pa	2027	0061124	64220					65441				
Pa	2027	0061124	64600					19247				
Pa	2027	0061124	65000					2500				
Pa	2027	0061124	66210					1315				
Pa	2027	0061124	74080					375				
Pa	2027	0061124	74090					112				
Pa	2027	0061124	46615						100475			
Pa	0100	0028105	81000						200000			
Pa	0100	0028105	46615					200000				
Pa	0100	0016031	61830						85000			
Pa	0100	0016031	85850					85000				
Totals:									385475	385475		

Explanation:

Requesting Department

Data Entry

Auditors Office Only

(Signature)
Signature
4.4.08

(Signature)
Signature
4/4/08
Date

Keyed by
Date

(Signature)
Prepared By
4/4/08
Date
Approved By
4/4/08
Date

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

BOARD OF SUPERVISORS **TRANSMITTAL**

2008 APR 21 P 2:23

TO: Gregg E. Miller, P.E.
Miller Pezzoni & Associates, Inc.
909 15th Street, Ste. 7
Modesto, CA 95354

SUBJECT: SOC, Kitchen/Laundry and Server Room

DATE: 04/21/08

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

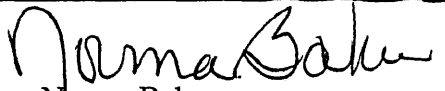
COPIES	DATE	DESCRIPTION
1	4/08/08	Fully-executed Contract.

REMARKS:

For your records.

Note to Board: Approved by the Board on April 8, 2008, in Item B-4.

COPIES: Patricia Hill Thomas (Copy)
Liz King, Board (Original + Copy)
Lisa Sandoval, Auditor (Copy + Contract Cover Sheet & Original Contract for Purchasing)
File X 2.1.1 (1406)
File X 15.66.3.1

SIGNED: 
Norma Baker

AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement For Professional Services is made and entered into by and between the County of Stanislaus ("County") and Gregg E. Miller & Associates, a California Corporation, doing business as Miller Pezzoni & Associates ("Consultant"), as of April 8, 2008 (the "Agreement").

Introduction

WHEREAS, the County has a need for services involving Professional Engineering and Design services for the Sheriff's Operation Center (SOC) and the Kitchen / Laundry Facility Emergency Power, and the SOC Server Room; and

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

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

Terms and Conditions

1. Scope of Work

1.1 The Consultant shall furnish to the County upon execution of this Agreement or receipt of the County's written authorization to proceed, those services and work set forth in **Exhibit A (Scope of Work)**, which is attached hereto and, by this reference, made a part hereof.

1.2 All documents, drawings and written work product prepared or produced by the Consultant under this Agreement, including without limitation electronic data files, are the property of the Consultant; provided, however, the County shall have the right to reproduce, publish and use all such work, or any part thereof, in any manner and for any purposes whatsoever and to authorize others to do so. If any such work is copyrightable, the Consultant may copyright the same, except that, as to any work which is copyrighted by the Consultant, the County reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, and use such work, or any part thereof, and to authorize others to do so. The County shall defend, indemnify and hold harmless the Consultant and its officers, employees, agents, representatives, subcontractors and consultants from and against all claims, damages, losses, judgments, liabilities, expenses and other costs, arising out of or resulting from the County's reuse of the documents and drawings prepared by the Consultant under this Agreement.

1.3 Services and work provided by the Consultant under this Agreement will be performed in a timely manner in accordance with a schedule of work set forth in **Exhibit B (Schedule)**.

1.4 The Consultant shall provide services and work under this Agreement consistent with the requirements and standards established by applicable federal, state and County laws, ordinances, regulations and resolutions. The Consultant represents and warrants that it will perform its work in accordance with generally accepted industry standards and practices for the profession or professions that are used in performance of this Agreement and that are in effect at the time of performance of this Agreement. Except for that representation and any representations made or contained in any proposal submitted by the Consultant and any reports or opinions prepared or issued as part of the work performed by the Consultant under this Agreement, Consultant makes no other warranties, either express or implied, as part of this Agreement.

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

2. Consideration

2.1 The Consultant shall be compensated on a Per Task Basis in amount **NOT TO EXCEED Eighty Seven Thousand Four Hundred and no / 100 Dollars (\$87,400)** for services. Consultant's costs, which are normally considered to be "reimbursable expenses," such as copying charges, travel and hotel expenses are included within the hourly rate charged by Consultant and Consultant shall not be entitled to separate or additional reimbursement of any reimbursable expenses.

2.2 Except as expressly provided in this Agreement, Consultant shall not be entitled to nor receive from County any additional consideration, compensation, salary, wages or other type of remuneration for services rendered under this Agreement, including, but not limited to, meals, lodging, transportation, drawings, renderings or mockups. Specifically, Consultant shall not be entitled by virtue of this Agreement to consideration in the form of overtime, health insurance benefits, retirement benefits, disability retirement benefits, sick leave, vacation time, paid holidays or other paid leaves of absence of any type or kind whatsoever.

2.3 The Consultant shall provide the County with a monthly or a quarterly statement, as services warrant, of fees earned and costs incurred for services provided during the billing period, which the County shall pay in full within 30 days of the date each invoice is approved by the County. The statement will generally describe the services performed, the applicable rate or rates, the basis for the calculation of fees, and a reasonable itemization of costs. All invoices for services provided shall be forwarded in the same manner and to the same person and address that is provided for service of notices herein.

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

3. Term

3.1 The term of this Agreement shall be from the date of this Agreement until completion of the agreed upon services unless sooner terminated as provided below or unless some other method or time of termination is listed in Exhibit A.

3.2 Should either party default in the performance of this Agreement or materially breach any of its provisions, the other party, at that party's option, may terminate this Agreement by giving written notification to the other party.

3.3 The County may terminate this agreement upon 30 days prior written notice. Termination of this Agreement shall not affect the County's obligation to pay for all fees earned and reasonable costs necessarily incurred by the Consultant as provided in Paragraph 2 herein, subject to any applicable setoffs.

3.4 This Agreement shall terminate automatically on the occurrence of (a) bankruptcy or insolvency of either party, or (b) sale of Consultant's business.

4. Required Licenses, Certificates and Permits

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

5. Office Space, Supplies, Equipment, Etc.

Unless otherwise provided in this Agreement, Consultant shall provide such office space, supplies, equipment, vehicles, reference materials and telephone service as is necessary for Consultant to provide the services under this Agreement. The Consultant--not the County--has the sole responsibility for payment of the costs and expenses incurred by Consultant in providing and maintaining such items.

6. Insurance

6.1 Consultant shall take out, and maintain during the life of this Agreement,

insurance policies with coverage at least as broad as follows:

6.1.1 General Liability. Commercial general liability insurance covering bodily injury, personal injury, property damage, products and completed operations with limits of no less than One Million Dollars (\$1,000,000) per incident or occurrence. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to any act or omission by Consultant under this Agreement or the general aggregate limit shall be twice the required occurrence limit.

6.1.2 Professional Liability Insurance. Professional errors and omissions (malpractice) liability insurance with limits of no less than One Million Dollars (\$1,000,000) aggregate. Such professional liability insurance shall be continued for a period of no less than one year following completion of the Consultant's work under this Agreement.

6.1.3 Automobile Liability Insurance. If the Consultant or the Consultant's officers, employees, agents or representatives utilize a motor vehicle in performing any of the work or services under this Agreement, owned/non-owned automobile liability insurance providing combined single limits covering bodily injury and property damage liability with limits of no less than One Million Dollars (\$1,000,000) per incident or occurrence.

6.1.4 Workers' Compensation Insurance. Workers' Compensation insurance as required by the California Labor Code. In signing this contract, the Consultant certifies under section 1861 of the Labor Code that the Consultant is aware of the provisions of section 3700 of the Labor Code which requires every employer to be insured against liability for workmen's compensation or to undertake self-insurance in accordance with the provisions of that code, and that the Consultant will comply with such provisions before commencing the performance of the work of this Agreement.

6.2 Any deductibles, self-insured retentions or named insureds must be declared in writing and approved by County. At the option of the County, either: (a) the insurer shall reduce or eliminate such deductibles, self-insured retentions or named insureds, or (b) the Consultant shall provide a bond, cash, letter of credit, guaranty or other security satisfactory to the County guaranteeing payment of the self-insured retention or deductible and payment of any and all costs, losses, related investigations, claim administration and defense expenses. The County, in its sole discretion, may waive the requirement to reduce or eliminate deductibles or self-insured retentions, in which case, the Consultant agrees that it will be responsible for and pay any self-insured retention or deductible and will pay any and all costs, losses, related investigations, claim administration and defense expenses related to or arising out of the Consultant's defense and indemnification obligations as set forth in this Agreement.

6.3 The Consultant shall obtain a specific endorsement to all required insurance policies, except Workers' Compensation insurance and Professional Liability insurance, naming the County and its officers, officials and employees as additional insureds regarding: (a) liability arising from or in connection with the performance or omission to perform any term or condition of this Agreement by or on behalf of the Consultant, including the insured's general supervision of its subcontractors; (b) services, products and completed operations of the Consultant; (c) premises owned, occupied or used by the Consultant; and (d) automobiles owned, leased, hired or borrowed by the Consultant. For Workers' Compensation insurance, the insurance carrier shall agree to waive all rights of subrogation against the County its officers, officials and employees for losses arising from the performance of or the omission to perform any term or condition of this Agreement by the Consultant.

6.4 The Consultant's insurance coverage shall be primary insurance regarding the County and County's officers, officials and employees. Any insurance or self-insurance maintained by the County or County's officers, officials and employees shall be excess of the Consultant's insurance and shall not contribute with Consultant's insurance.

6.5 Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the County or its officers, officials and employees.

6.6 The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

6.7 Each insurance policy required by this section shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party except after thirty (30) days' prior written notice has been given to County. The Consultant shall promptly notify, or cause the insurance carrier to promptly notify, the County of any change in the insurance policy or policies required under this Agreement, including, without limitation, any reduction in coverage or in limits of the required policy or policies.

6.8 Insurance shall be placed with California admitted insurers (licensed to do business in California) with a current rating by Best's Key Rating Guide of no less than A-:VII; provided, however, that if no California admitted insurance company provides the required insurance, it is acceptable to provide the required insurance through a United States domiciled carrier that meets the required Best's rating and that is listed on the current List of Eligible Surplus Line Insurers maintained by the California Department of Insurance.

6.9 Consultant shall require that all of its subcontractors are subject to the insurance and indemnity requirements stated herein, or shall include all subcontractors as additional insureds under its insurance policies.

6.10 At least ten (10) days prior to the date the Consultant begins performance

of its obligations under this Agreement, Consultant shall furnish County with certificates of insurance, and with original endorsements, showing coverage required by this Agreement, including, without limitation, those that verify coverage for subcontractors of the Consultant. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements shall be received and, in County's sole and absolute discretion, approved by County. County reserves the right to require complete copies of all required insurance policies and endorsements, at any time.

6.11 The limits of insurance described herein shall not limit the liability of the Consultant and Consultant's officers, employees, agents, representatives or subcontractors.

7. Defense and Indemnification

7.1 To the fullest extent permitted by law, Consultant shall indemnify, hold harmless and defend the County and its agents, officers and employees from and against all claims, damages, losses, judgments, liabilities, expenses and other costs, including litigation costs and attorneys' fees, arising out of, resulting from, or in connection with the performance of this Agreement by the Consultant or Consultant's officers, employees, agents, representatives or subcontractors and resulting in or attributable to personal injury, death, or damage or destruction to tangible or intangible property, including the loss of use. Notwithstanding the foregoing, Consultant's obligation to indemnify the County and its agents, officers and employees for any judgment, decree or arbitration award shall extend only to the percentage of negligence or responsibility of the Consultant in contributing to such claim, damage, loss and expense.

7.2 Consultant's obligation to defend, indemnify and hold the County and its agents, officers and employees harmless under the provisions of this paragraph is not limited to or restricted by any requirement in this Agreement for Consultant to procure and maintain a policy of insurance.

7.3 To the fullest extent permitted by law, the County shall indemnify, hold harmless and defend the Consultant and its officers, employees, agents, representatives or subcontractors from and against all claims, damages, losses, judgments, liabilities, expenses and other costs, including litigation costs and attorney's fees, arising out of or resulting from the negligence or wrongful acts of County and its officers or employees.

7.4 Subject to the limitations in 42 United States Code section 9607 (e), and unless otherwise provided in a Scope of Services approved by the parties:

(a) Consultant shall not be responsible for liability caused by the presence or release of hazardous substances or contaminants at the site, unless the release results from the negligence of Consultant or its subcontractors;

(b) No provision of this Agreement shall be interpreted to permit or obligate Consultant to assume the status of "generator," "owner," "operator," "arranger," or "transporter" under state or federal law; and

(c) At no time, shall title to hazardous substances, solid wastes, petroleum contaminated soils or other regulated substances pass to Consultant.

8. Status of Consultant

8.1 All acts of Consultant and its officers, employees, agents, representatives, subcontractors and all others acting on behalf of Consultant relating to the performance of this Agreement, shall be performed as independent contractors and not as agents, officers or employees of County. Consultant, by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of County. Except as expressly provided in Exhibit A, Consultant has no authority or responsibility to exercise any rights or power vested in the County. No agent, officer or employee of the County is to be considered an employee of Consultant. It is understood by both Consultant and County that this Agreement shall not be construed or considered under any circumstances to create an employer-employee relationship or a joint venture.

8.2 At all times during the term of this Agreement, the Consultant and its officers, employees, agents, representatives or subcontractors are, and shall represent and conduct themselves as, independent contractors and not employees of County.

8.3 Consultant shall determine the method, details and means of performing the work and services to be provided by Consultant under this Agreement. Consultant shall be responsible to County only for the requirements and results specified in this Agreement and, except as expressly provided in this Agreement, shall not be subjected to County's control with respect to the physical action or activities of Consultant in fulfillment of this Agreement. Consultant has control over the manner and means of performing the services under this Agreement. If necessary, Consultant has the responsibility for employing other persons or firms to assist Consultant in fulfilling the terms and obligations under this Agreement.

8.4 Consultant is permitted to provide services to others during the same period service is provided to County under this Agreement; provided, however, such services do not conflict directly or indirectly with the performance of the Consultant's obligations under this Agreement.

8.5 If in the performance of this Agreement any third persons are employed by Consultant, such persons shall be entirely and exclusively under the direction, supervision and control of Consultant. All terms of employment including hours, wages, working conditions, discipline, hiring and discharging or any other term of employment or requirements of law shall be determined by the Consultant.

8.6 It is understood and agreed that as an independent contractor and not an employee of County, the Consultant and the Consultant's officers, employees, agents,

representatives or subcontractors do not have any entitlement as a County employee, and, except as expressly provided for in any Scope of Services made a part hereof, do not have the right to act on behalf of the County in any capacity whatsoever as an agent, or to bind the County to any obligation whatsoever.

8.7 It is further understood and agreed that Consultant must issue W-2 forms or other forms as required by law for income and employment tax purposes for all of Consultant's assigned personnel under the terms and conditions of this Agreement.

8.8 As an independent contractor, Consultant hereby indemnifies and holds County harmless from any and all claims that may be made against County based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.

9. Records and Audit

9.1 Consultant shall prepare and maintain all writings, documents and records prepared or compiled in connection with the performance of this Agreement for a minimum of four (4) years from the termination or completion of this Agreement. This includes any handwriting, typewriting, printing, photostatic, photographing and every other means of recording upon any tangible thing, any form of communication or representation including letters, words, pictures, sounds or symbols or any combination thereof.

9.2 Any authorized representative of County shall have access to any writings as defined above for the purposes of making audit, evaluation, examination, excerpts and transcripts during the period such records are to be maintained by Consultant. Further, County has the right at all reasonable times to audit, inspect or otherwise evaluate the work performed or being performed under this Agreement.

10. Confidentiality

The Consultant agrees to keep confidential all information obtained or learned during the course of furnishing services under this Agreement and to not disclose or reveal such information for any purpose not directly connected with the matter for which services are provided.

11. Nondiscrimination

During the performance of this Agreement, Consultant and its officers, employees, agents, representatives or subcontractors shall not unlawfully discriminate in violation of any federal, state or local law, rule or regulation against any employee, applicant for employment or person receiving services under this Agreement because of race, religion, color, national origin, ancestry, physical or mental disability, medical condition (including genetic characteristics), marital status, age, political affiliation, sex or sexual orientation. Consultant and its officers, employees, agents, representatives or subcontractors shall comply with all applicable Federal, State and local laws and

regulations related to non-discrimination and equal opportunity, including without limitation the County's nondiscrimination policy; the Fair Employment and Housing Act (Government Code sections 12900 et seq.); California Labor Code sections 1101, 1102 and 1102.1; the Federal Civil Rights Act of 1964 (P.L. 88-352), as amended; and all applicable regulations promulgated in the California Code of Regulations or the Code of Federal Regulations.

12. Assignment

This is an agreement for the services of Consultant. County has relied upon the skills, knowledge, experience and training of Consultant and the Consultant's firm, associates and employees as an inducement to enter into this Agreement. Consultant shall not assign or subcontract this Agreement without the express written consent of County. Further, Consultant shall not assign any monies due or to become due under this Agreement without the prior written consent of County.

13. Waiver of Default

Waiver of any default by either party to this Agreement shall not be deemed to be waiver of any subsequent default. Waiver or breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach, and shall not be construed to be a modification of the terms of this Agreement unless this Agreement is modified as provided below.

14. Notice

Any notice, communication, amendment, addition or deletion to this Agreement, including change of address of either party during the term of this Agreement, which Consultant or County shall be required or may desire to make shall be in writing and may be personally served or, alternatively, sent by prepaid first class mail to the respective parties as follows:

To County: County of Stanislaus
Capital Projects
Attn: Darrell Long
825 12th Street
Modesto, CA 95354
(209) 525-4380 (phone)
(209) 525-4385 (fax)

To Consultant: **Gregg E. Miller & Associates, Inc.**
(doing business as Miller Pezzoni & Associates, Inc.)
909 15th Street, Suite 7
Modesto, CA 95354

15. Conflicts

Consultant agrees that it has no interest and shall not acquire any interest direct or indirect which would conflict in any manner or degree with the performance of the work and services under this Agreement.

16. Severability

If any portion of this Agreement or application thereof to any person or circumstance shall be declared invalid by a court of competent jurisdiction or if it is found in contravention of any federal, state or county statute, ordinance or regulation the remaining provisions of this Agreement or the application thereof shall not be invalidated thereby and shall remain in full force and effect to the extent that the provisions of this Agreement are severable.

17. Amendment

This Agreement may be modified, amended, changed, added to or subtracted from by the mutual consent of the parties hereto if such amendment or change is in written form and executed with the same formalities as this Agreement and attached to the original Agreement to maintain continuity.

18. Entire Agreement

This Agreement supersedes any and all other agreements, either oral or in writing, between any of the parties herein with respect to the subject matter hereof and contains all the agreements between the parties with respect to such matter. Each party acknowledges that no representations, inducements, promises or agreements, oral or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement or promise not contained in this Agreement shall be valid or binding.

19. Advice of Attorney

Each party warrants and represents that in executing this Agreement, it has received independent legal advice from its attorneys or the opportunity to seek such advice.

20. Construction

Headings or captions to the provisions of this Agreement are solely for the convenience of the parties, are not part of this Agreement, and shall not be used to interpret or determine the validity of this Agreement. Any ambiguity in this Agreement shall not be construed against the drafter, but rather the terms and provisions hereof shall be given a reasonable interpretation as if both parties had in fact drafted this Agreement.

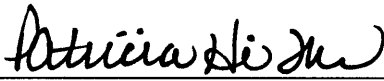
21. Governing Law and Venue

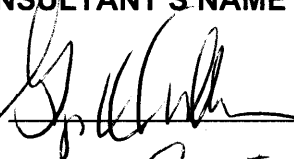
This Agreement shall be deemed to be made under, and shall be governed by and construed in accordance with, the laws of the State of California. Any action brought to enforce the terms or provisions of this Agreement shall have venue in the County of Stanislaus, State of California.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first hereinabove written.

COUNTY OF STANISLAUS

CONSULTANT'S NAME

By: 
Patricia Hill Thomas
Assistant Executive Officer /
Chief Operating Officer
"County"

By: 
Printed Name Greg E. Miller
Title: Pres / CEO
"Consultant"

Dated: 4/10/08

Dated: 4/16/2008

APPROVED AS TO FORM:

By: 
John P. Doering, County Counsel

Dated: _____

EXHIBIT A

SCOPE OF WORK

Background

Current law enforcement practices use more and more electronic technology to accomplish its mission. The Sheriff's Operations Center, designed and constructed in 1995, does not properly support electronic technology. The center does not have a true server room nor does it have emergency power. The lack of these provisions could jeopardize Law Enforcement.

Similarly the Kitchen / Laundry facility was not designed nor constructed with emergency power. The mission of the kitchen especially has expanded over recent years and a prolonged power outage would jeopardize that mission. It is very important to support that mission and to keep the Kitchen / Laundry in service during emergencies.

Scope of Services

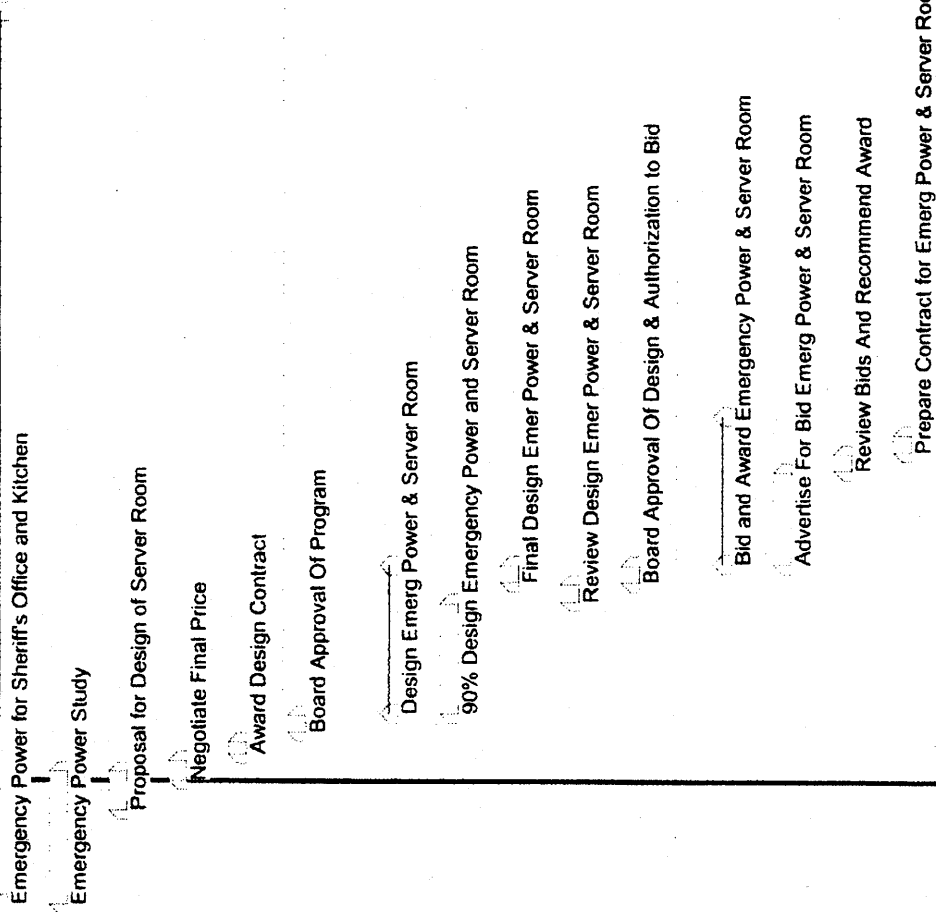
- Prepare completed plans for the connection of emergency power to the Sheriff Facility as outlined in our report dated February 2008, Option B3, connection of entire building utilizing the high voltage method described. Specify all devices, equipment and switchgear, including testing, grounding and related details and calculations.
Not to Exceed \$22,000.00
- Provide electrical engineering for the connection of emergency power to the Kitchen, facility, as outlined in our report dated 2/2008. Provide the design for all required devices, equipment, feeders, switchgear including grounding and testing. Prepare related details, calculations and specifications.
Not to Exceed \$5,500.00
- Provide all electrical engineering required for the connection of emergency power to the Laundry/Retail facility, as outlined in our report of 2/2008. Prepare design for all required feeders, devices, panels including grounding and testing. Prepare related details, calculations and specifications. Scope based upon the acceptance of Kitchen connection above.
Not to Exceed \$4,500.00
- Prepare electrical design for the addition of one new 450 KW engine generator plus the upgrade of synchronization equipment to new digital controllers. Specify all devices, including feeders, alarms, fuel connections, anchorage and related details. Utilize raceways and fuel systems provided in phase one of the generator plant. Prepare all specifications and related details.
Not to Exceed \$39,000.00
- Prepare architectural details relating the rating assemblies of walls and ceilings. Address ADA issues within server room area. Perform structural calculations as required by MEP. Prepare all specifications and related details.
Not to Exceed \$8,900.00
- Prepare mechanical design of new dedicated mechanical equipment within proposed IT room per load data provided by County and electrical. Design fire suppression system within IT room as well as modification of existing fire sprinkler system into a pre-action system within IT room. Prepare all specifications and related details.
Not to Exceed \$7,500.00

All services listed above to include CA services, which include submittal review, RFI reply, on-site review at rough-in and final stages, preparation of as-builts based upon Contractor supplied mark-ups.

Early Start	Total Float	Finish Date	Orig Dur	2007	2008	2009			
				OCT	NOV	DEC	JAN	FEB	MAR

Sheriff's Office Misc Projects Emer Power, etc

Programming									
17DEC07 A	887d *	14NOV08	237d *						
17DEC07 A		04FEB08 A	30d						
21JAN08 A		04FEB08 A	10d						
01FEB08	888d	08FEB08	6d						
11FEB08	888d	15FEB08	5d						
19FEB08 *	887d	25FEB08	5d						
Design									
26FEB08	887d	21APR08	40d *						
26FEB08	887d	07APR08	30d						
15APR08	887d	21APR08	5d						
08APR08	887d	14APR08	5d						
15APR08	887d	21APR08	5d						
Bid and Award									
22APR08	887d	16JUN08	40d *						
22APR08	887d	26MAY08	25d						
27MAY08	887d	02JUN08	5d						
03JUN08	887d	09JUN08	5d						



Start date 15OCT07
 Finish date 17APR12
 Data date 01FEB08
 Run date 11FEB08
 Page number 1A
 © Primavera Systems, Inc.

Stanislaus County
Capital Projects

Legend:
 [Bar] Early bar
 [Bar] Early start point
 [Bar] Early finish point
 [Bar] Target bar
 [Bar] Progress bar
 [Bar] Critical bar
 [Bar] Summary bar
 [Diamond] Start milestone point
 [Diamond] Finish milestone point

Print Date 11FEB08

		2008											
		JUN	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY
Early Start	10JUN08												
Total Float	887d												
Finish Date	16JUN08												
Orig Dur	5d												
Board Approval Of Contract Emerg Power & Serv Ro													
Construction	17JUN08												
Total Float	887d												
Finish Date	14NOV08												
Orig Dur	108d												
Construction	17JUN08												
Total Float	887d												
Finish Date	17JUN08												
Orig Dur	1d												
Construction	18JUN08												
Total Float	887d												
Finish Date	15OCT08												
Orig Dur	85d												
Construction	16OCT08												
Total Float	887d												
Finish Date	14NOV08												
Orig Dur	22d												

Construction Emergency Power & Server Room
 Notice to Proceed Emerg Power & Server Room
 Install Emerg Power & Server Room
 Testing Emerg Power & Server Room

Start date 15OCT07
 Finish date 17APR12
 Data date 01FEB08
 Run date 11FEB08
 Page number 2A
 © Primavera Systems, Inc.

Stanislaus County
Capital Projects

Legend:
 Critical bar
 Summary bar
 Start milestone point
 Finish milestone point
 Early bar
 Early start point
 Early finish point
 Target bar
 Progress bar

EXHIBIT C

FEE SCHEDULE

Consultation Services:

Investigative/Expert Witness	\$275.00 Per Hour*
Professional Consultation	250.00 Per Hour*

Engineering Services:

Principal Engineer	\$180.00 Per Hour
Associate Engineer	140.00 Per Hour
Assistant Engineer	80.00 Per Hour
Cad Operator	65.00 Per Hour
Technician	70.00 Per Hour
Clerical	50.00 Per Hour

* Charges for investigative services, expert witness or consultation are generally not applicable to projects involving the preparation of plans or specifications for construction projects.

Carrying charges equal to one percent per month, twelve percent A.P.R., may be assessed to all accounts over 30 days of billing, pursuant to our Standard Terms of Agreement.

Project fees quoted include one check set and one final vellum plot. Additional costs as follows:

24 x 36 Bond Print	\$20.00 each
Blueprints	\$10.00 each
24 x 36 Vellum Plot	\$30.00 each

All transmittals via U.S. mail included in base proposal. Express mail, UPS, Fed Ex services additional at cost – multiplier 1.5

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

BOARD OF SUPERVISORS

TRANSMITTAL

2008 APR 16 A 10:36

**TO: Don Phemister
Phemister Construction Management**

SUBJECT: STANISLAUS COUNTY PROJECTS

DATE: 4/15/2008

We are sending you X 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	4/8/08	Fully-executed Work Authorization No. 16 for the SOC and Kitchen / Laundry Emergency Power + Server Room Remodel.

REMARKS:

For your records.

Note to Board: WA No. 16 Approved by the Board on April 8, 2008, Item B-4.

COPIES: Patricia Hill Thomas (Copy)
Mark Loeser (Copy)
Liz King, Board (Original + Copy)
Lisa Sandoval, Auditor (Original + Copy)
File X 2.1.1 (1401)
File X 5.6.2
File X 15.66.5

SIGNED: 
Teresa Vander Veen

PHEMISTER CONSTRUCTION MANAGEMENT, INC.

**WORK AUTHORIZATION NO. 16
FOR SPECIAL SERVICES
EMERGENCY POWER TO SOC, KITCHEN, LAUNDRY +
SERVER ROOM REMODEL**

1. This Work Authorization No. 16 is entered into effective April 8, 2008, in accordance with the terms and conditions of the agreement between Phemister Construction Management, Inc., (PCM), and Stanislaus County dated December 20, 2003 (Agreement).
2. This Work Authorization is for those construction management services, for continued professional services through project completion. PCM's work shall include:
 - a. On-Site Management and Construction Phase Communication Procedures: Provide and maintain a management team on the Project site to provide contract administration and to establish and implement coordination and communication procedures among the Capital Projects, CEO, Architect, and Contractors.
 - b. Construction Administration Procedures: Establish and implement procedures for expediting and processing requests for information, shop drawings, material and equipment sample submittals, contract schedule adjustments, change orders, substitutes and payment requests, and the maintenance of logs for tracking all relevant information related to the above.
 - c. Project Site Meetings: Conduct coordination meetings at the Project site with each Contractor and the Architect. The CM shall record, transcribe, and distribute minutes to all attendees, the CEO, and the Architect.
 - d. Quality Review: Establish and implement a program to monitor the quality of the construction to assist in guarding against defects and deficiencies in the work of the Contractor.
 - e. Coordination of Other Independent Consultants: Coordinate specialty inspection and testing by others. Provide a copy of all inspection and testing reports on the day of the inspection or test or within a reasonable time period.
 - f. Review of Requests for Change to the Contract Time and Price: Review requests for change to the contract time or price submitted by a contractor, assemble information concerning the request, endeavor to determine the cause of the requests, and make recommendations with respect to acceptance of the requests.
 - g. Contractor's Construction Schedule: Review each Contractor's Construction Schedule, verify that the schedule is prepared in accordance with the requirements of the Contract Documents and that it establish completion dated that comply with the requirements of the Contract Documents. If changes in the Master Schedule are appropriate, make such modifications as required.

- h. Construction Schedule Reports: Review the progress of construction of each Contractor, evaluate the percentage complete of each construction activity as indicated in the Contractor's Schedule, and review such percentages with the Contractor. Advise and make recommendations concerning alternative courses of action that may be taken to achieve contract compliance by the Contractor.
- i. The CM Review of Time Extension Requests: Prior to the issuance of change orders, determine effect on the Master Schedule of time extensions requested by the Contractor.
- j. Recovery Schedules: Review the recovery schedule submitted by the Contractor for compliance with the Contract Documents.
- k. Change Order Control: Establish and implement a change order control system. All proposed change orders shall first be described in detail in a request for a proposal to the Contractor, and shall be accompanied by technical drawings and specifications prepared by the Architect. In response to the request for a proposal, the Contractor shall submit to Capital Projects, for evaluation, detailed information concerning the cost and time adjustments, if any, as may be necessary to perform the proposed change order work. Discuss the proposed change order with the Contractor and endeavor to determine the Contractor's basis of the cost and time impacts of performing the work. Make recommendations of whether the change in the work is in the best interest of the project. Verify that change order work and adjustments of time, if any, required by approved change orders have been incorporated into the Contractor's Construction Schedule.
- l. Progress Payments: Review the payment applications submitted by each Contractor and determine whether the amount requested reflects the progress of the Contractor's work. Make appropriate adjustments to each payment application, and prepare and process a Progress Payment Report. The Report shall state the total contract price, payments to date, current payment requested, retainage, and actual amounts for the current period.
- m. Schedule Update Reports: Prepare and distribute Schedule Update Reports during the Construction Phase. The reports shall compare the actual construction dates to scheduled construction dates of each separate contract, milestone dates (if any), and to the Master Schedule for the project.
- n. Project Cost Reports: Prepare and distribute project Cost Reports during the Construction Phase. The reports shall specify actual Project and construction costs compared to the approved Project and Construction Budget.
- o. Project and Construction Budget Revision: Make recommendations on the impact of construction changes that may result in revision to the Project and Construction Budget.
- p. Progress Payment Reports: Prepare and distribute the Progress Payment Reports. The reports shall state the total construction contract price, payment to date, current payment requested, retainage, and actual amounts owed this period.

- p. Project Cost Reports: The CM shall prepare and distribute Project Cost Reports that shall indicate estimated costs compared to the Project and Construction Budget as requested.
- q. Cash Flow Report: The CM shall prepare a cash flow report for submission to funding agencies in compliance with requirements. Also, the CM shall periodically prepare and distribute a Cash Flow Report for the Owner as requested.
- r. Design Phase Change Order Report: The CM shall prepare and distribute Design Phase Change Order Reports that shall list all Owner-approved change orders as of the date of the report and shall state the effect of the change orders on the Project and Construction Budget and the Master Schedule as requested.
- s. Construction Phase Procedures: The CM shall prepare procedures for reporting, communications and administration during the Construction Phase for approval by Owner as requested.

3. Period of Performance: September 22, 2008 to December 30, 2008.

4. Method of Compensation and Rates:

<u>Name</u>	<u>Title</u>	
Gino Colacchia	On-Site Construction Manager	\$90.00 per Hour

5. Payment Terms: Per the Agreement.

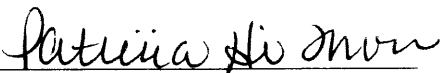
6. Verification of Insurance: Per the Agreement.

7. Funding Source: Approved by the Board on April 8, 2008, Item B-4.

8. NOT TO EXCEED: \$1,000.00

\$14,864.00 (Work Authorization 16)
\$ 1,000.00 (Work Authorization 16A)
TOTAL: \$15,864.00

Dated: September 22, 2008


Stanislaus County


Phemister Construction Management, Inc.

PHEMISTER CONSTRUCTION MANAGEMENT, INC.

**WORK AUTHORIZATION NO. 16
FOR SPECIAL SERVICES
EMERGENCY POWER TO SOC, KITCHEN, LAUNDRY +
SERVER ROOM REMODEL**

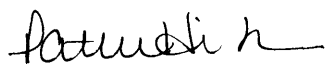
1. This Work Authorization No. 16 is entered into effective April 8, 2008, in accordance with the terms and conditions of the agreement between Phemister Construction Management, Inc., (PCM), and Stanislaus County dated December 20, 2003 (Agreement).
2. This Work Authorization is for those construction management services, for continued professional services through project completion. PCM's work shall include:
 - a. On-Site Management and Construction Phase Communication Procedures: Provide and maintain a management team on the Project site to provide contract administration and to establish and implement coordination and communication procedures among the Capital Projects, CEO, Architect, and Contractors.
 - b. Construction Administration Procedures: Establish and implement procedures for expediting and processing requests for information, shop drawings, material and equipment sample submittals, contract schedule adjustments, change orders, substitutes and payment requests, and the maintenance of logs for tracking all relevant information related to the above.
 - c. Project Site Meetings: Conduct coordination meetings at the Project site with each Contractor and the Architect. The CM shall record, transcribe, and distribute minutes to all attendees, the CEO, and the Architect.
 - d. Quality Review: Establish and implement a program to monitor the quality of the construction to assist in guarding against defects and deficiencies in the work of the Contractor.
 - e. Coordination of Other Independent Consultants: Coordinate specialty inspection and testing by others. Provide a copy of all inspection and testing reports on the day of the inspection or test or within a reasonable time period.
 - f. Review of Requests for Change to the Contract Time and Price: Review requests for change to the contract time or price submitted by a contractor, assemble information concerning the request, endeavor to determine the cause of the requests, and make recommendations with respect to acceptance of the requests.
 - g. Contractor's Construction Schedule: Review each Contractor's Construction Schedule, verify that the schedule is prepared in accordance with the requirements of the Contract Documents and that it establish completion dated that comply with the requirements of the Contract Documents. If changes in the Master Schedule are appropriate, make such modifications as required.

- h. Construction Schedule Reports: Review the progress of construction of each Contractor, evaluate the percentage complete of each construction activity as indicated in the Contractor's Schedule, and review such percentages with the Contractor. Advise and make recommendations concerning alternative courses of action that may be taken to achieve contract compliance by the Contractor.
- i. The CM Review of Time Extension Requests: Prior to the issuance of change orders, determine effect on the Master Schedule of time extensions requested by the Contractor.
- j. Recovery Schedules: Review the recovery schedule submitted by the Contractor for compliance with the Contract Documents.
- k. Change Order Control: Establish and implement a change order control system. All proposed change orders shall first be described in detail in a request for a proposal to the Contractor, and shall be accompanied by technical drawings and specifications prepared by the Architect. In response to the request for a proposal, the Contractor shall submit to Capital Projects, for evaluation, detailed information concerning the cost and time adjustments, if any, as may be necessary to perform the proposed change order work. Discuss the proposed change order with the Contractor and endeavor to determine the Contractor's basis of the cost and time impacts of performing the work. Make recommendations of whether the change in the work is in the best interest of the project. Verify that change order work and adjustments of time, if any, required by approved change orders have been incorporated into the Contractor's Construction Schedule.
- l. Progress Payments: Review the payment applications submitted by each Contractor and determine whether the amount requested reflects the progress of the Contractor's work. Make appropriate adjustments to each payment application, and prepare and process a Progress Payment Report. The Report shall state the total contract price, payments to date, current payment requested, retainage, and actual amounts for the current period.
- m. Schedule Update Reports: Prepare and distribute Schedule Update Reports during the Construction Phase. The reports shall compare the actual construction dates to scheduled construction dates of each separate contract, milestone dates (if any), and to the Master Schedule for the project.
- n. Project Cost Reports: Prepare and distribute project Cost Reports during the Construction Phase. The reports shall specify actual Project and construction costs compared to the approved Project and Construction Budget.
- o. Project and Construction Budget Revision: Make recommendations on the impact of construction changes that may result in revision to the Project and Construction Budget.
- p. Progress Payment Reports: Prepare and distribute the Progress Payment Reports. The reports shall state the total construction contract price, payment to date, current payment requested, retainage, and actual amounts owed this period.

- q. Change Order Reports: Prepare and distribute Change Order Reports during the Construction Phase. The report shall list all change orders by number, a brief description of the change order work, the cost established in the change order, time impacts, if any, and percent of completion of the change order work.
 - r. Contractor's Safety Program Report: Verify that safety programs are submitted by each Contractor as required by their Contract Documents.
3. Period of Performance: April 8, 2008 to December 30, 2008.
4. Method of Compensation and Rates:
- | <u>Name</u> | <u>Title</u> | |
|----------------|------------------------------|------------------|
| Gino Colacchia | On-Site Construction Manager | \$90.00 per Hour |
5. Payment Terms: Per the Agreement.
6. Verification of Insurance: Per the Agreement.
7. Funding Source: Approved by the Board on April 8, 2008, Item B-4.
8. NOT TO EXCEED: \$14,864.00

TOTAL: \$14,864.00 (Work Authorization 16)
\$14,864.00

Dated: April 8, 2008



Stanislaus County



Phemister Construction Management, Inc.