

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

DEPT: Chief Executive Office

BOARD AGENDA # B-10

Urgent

Routine

AGENDA DATE May 20, 2008

CEO Concurs with Recommendation YES NO
(Information Attached)

4/5 Vote Required YES NO

SUBJECT:

Approval to Award the Design - Build Construction Contract for the Regional Water Safety Center - Empire Pool Project to Diede Construction, Inc., of Lodi, California, Establish the Project Budget, Accept the Donated Funds and Approve Related Actions Necessary to Construct the Center - Chief Executive Office

STAFF RECOMMENDATIONS:

1. Approve the conditional award of the contract to Diede Construction, Inc. for \$2,298,058 (Base Bid and Alternates No. 1, 2, 4 and 5) for the design and construction of the Regional Water Safety Center Empire Community Pool Project, subject to receipt of appropriate insurance and bonds.
2. Direct the Auditor-Controller to increase appropriations and estimated revenue in the amounts as referenced on the attached Budget Journal Form.
3. Authorize the Project Manager to issue a Notice to Proceed contingent upon receipt of proper insurance and bonds.

(Continued on Page 2)

FISCAL IMPACT:

The project budget for the Regional Water Safety Training Center - Empire Community Pool Project is \$2,641,125. The estimated cost of the first three years of operating and maintenance costs along with the first full year of swimming lessons and recreation programs are estimated to cost \$220,000, for a grand total cost of \$2,861,125. This project will be funded by a \$1,000,000 grant from the State of California Urban Parks and Healthy Communities 2002 Resources Bond Act; \$1,000,087 from the Tobacco Tax Fund, previously identified for use on this project; \$496,038 in Public Facility Fees; a \$200,000 grant from the Stewardship Council and \$165,000 (amount collected to date and held in the Stanislaus Foundation) from the community to support

(Continued on Page 2)

BOARD ACTION AS FOLLOWS:

No. 2008-363

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

and approved by the following vote,

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

Noes: Supervisors: None

Excused or Absent: Supervisors: Monteith

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 the Project Manager to negotiate and sign agreements, purchase orders and work authorizations for professional services, copy charges, and other project related expenses as necessary to manage the project as long as the cost is within the amount budgeted.
5. Accept the donated funds from the Empire Pool Fundraising Committee for the three-year funding plan for operations and programs.
6. Authorize the acceptance of donated labor and materials to the project consistent with the County's Donated Materials Policy.
7. Authorize the participation in a groundbreaking ceremony with the community of Empire and surrounding areas at the completion of the final design phase.

FISCAL IMPACT: (Continued)

the project and its future operations and program costs. This funding plan includes the donation of in kind labor and materials for pool plaster and flatwork. Additional donations are expected. The Empire community has collected approximately \$165,000 in cash contributions for this project and is actively continuing their fundraising efforts. These funds, and those collected in the future, will be used to offset operation and program costs for the Regional Water Safety Training Center - Empire Community Pool facility.

This effort has been underway since the Board of Supervisors authorized staff to proceed to seek grant funding In November, 2004 for a pool for the community after the tragic drowning of three young brothers from Empire.

A multi- faceted approach to project funding has been pursued. Given the difficult public budget challenges we now face, it was prudent to identify funding not only for the construction of the center but for its first three years of operations and first year of water safety training and recreation programs to ensure the pool's future viability can be achieved.

The funding plan for the operations and maintenance for the Regional Water Safety Training Center for the first 3 years is \$180,000 (estimated at \$60,000 per year) and would be operated by the County's Parks and Recreation Department. The first full year of water safety training and recreated to be operated by the County's PAL program under contract with the County's Department of Parks and Recreation will cost 40,000, for a total need of \$220,000. The funding plan recommended in this report, he current budget includes necessary funding for three years of operations and one year of programs. The additional two years of funding for the recreational swim program (at a cost of \$40,000 annually) will be achieved by the County and community partners through continued fundraising efforts and aggressively seeking grant

Approval to Award the Design - Build Construction Contract for the Regional Water Safety Center - Empire Pool Project to Diede Construction, Inc., of Lodi, California, Establish the Project Budget, Accept the Donated Funds and Approve Related Actions Necessary to Construct the Center – Chief Executive Office
Page 3

opportunities. Viable funding sources are available for future years program costs and the community fund raising efforts will continue.

A non-profit organization to support the Regional Water Safety Training Center - Empire Community Pool Project facility is currently under development. The central purpose of this organization will be to secure ongoing funding to support this new regional aquatic facility in Empire.

DISCUSSION:

Background

The Board of Supervisors has previously given staff approval to proceed with the Regional Water Safety Training Center - Empire Community Pool Project since the first action in November, 2004 when the Board of Supervisors authorized the submission of a grant to the State of California Urban Parks and Healthy Communities Program for the Empire Community Swimming Pool Project. The collaboration with the community of Empire began after three young brothers ages 8, 10, and 12 from Empire tragically drowned in the Tuolumne River in the Summer of 2003. This tragic accident caused the community to come together to identify options to prevent this from happening again and provide a safe environment for both children and adults to swim and learn to swim. The concept developed from this effort was to construct a swimming pool in Empire that would serve the entire region, to provide a safe place for children to learn to swim and having recreational swimming opportunities. The Empire Community Swimming Pool will be developed as a Regional Water Safety Training Center and serve County residents in Empire and all the surrounding areas.

Since the submission of the grant proposal, the Board of Supervisors has taken action on this project on five occasions to move the project forward to this action, which, if approved will result in the construction of the center, which will is now considered to be a regional water safety training center located at the Empire Community Park which was constructed in recent years.

The actions recommended in this report, are the final steps necessary to commence the construction of this project and deliver this important community project.

Regional Water Safety Training Center - Empire Community Pool Concept

The Regional Water Safety Training Center - Empire Community Pool Project is envisioned as a safe recreational alternative for children and families where supervised swimming and water safety education can be provided as a deterrent to swimming in the areas many dangerous canals and rivers. The approved Regional Water Safety Training Center - Empire Community Pool Project will include a 5-lane 25-yard pool and a 706 square foot recreational spray playground. These aquatic components better achieve and address the needs of the Empire

Approval to Award the Design - Build Construction Contract for the Regional Water Safety Center - Empire Pool Project to Diede Construction, Inc., of Lodi, California, Establish the Project Budget, Accept the Donated Funds and Approve Related Actions Necessary to Construct the Center – Chief Executive Office

Page 4

community and region. Furthermore, they enhance the two areas deemed most important to the community, swimming lessons and family recreation.

The 5-lane 25-yard pool is planned to have stairs along one side of the pool, gradually descending into the water. This is a very good teaching tool for both children and adults learning to swim. The size of the facility has also shown, in other locations, to be a very popular size for both recreational swim and programs. The recreational spray playground will provide much greater interest to all ages and keep pool goers in the facility for longer periods of time. This type of facility has also proven to be very popular with families and teenagers.

The turf area completes a more programmable and functional facility. It is anticipated that this facility will be lower in maintenance costs and result in higher usage than originally planned. The proposed project site is at the recently developed Empire Community Park site. The pool and park projects are complimentary in that a parking lot and park restroom structure would augment the planned pool facilities.

The Empire Community Pool is envisioned as a Regional Water Safety Training Center. Given the limited aquatic facilities currently in the County, staff concludes that the center will draw County residents from the town of Empire and the surrounding areas (towns and cities). These include the areas of Modesto, Hughson, Waterford and Hickman. As programs are developed and expanded, the Regional Water Safety Center will become a destination place in the County for recreation and instruction for residents throughout. The regional concept is consistent with the Department of Parks and Recreation's currently philosophy for its entire parks system.

Three Year Funding Plan for Operations/Programs

Since inception, the focus of the local fundraising program has been on securing contributions to assist with this project. The community's funding past, current and future fund raising can be directed to supporting the pool's operations and maintenance and water safety training and recreation programs. Also community efforts will be used to finish park enhancements including painting and some plantings. Sufficient funds are identified for construction including the state grant funds, tobacco tax funds, public facility feeds and other grant funding recently obtained. The Empire Pool Fundraising Committee has supported the emphasis on privately raised funds to date being used to support operations, maintenance and program costs to ensure the future viability of the pool in these challenging budget times. The community has done an extraordinary job at raising over \$165,000 dollars in cash so far and obtaining many in-kind donations. Fund raising efforts have increased recently and additional announcements will be forthcoming.

As part of this process, the Chief Executive Office and the Department of Parks and Recreation developed an annual budget for the operations and programs that would be provided at the Regional Water Safety Training Center - Empire Community Pool. A plan was

Approval to Award the Design - Build Construction Contract for the Regional Water Safety Center - Empire Pool Project to Diede Construction, Inc., of Lodi, California, Establish the Project Budget, Accept the Donated Funds and Approve Related Actions Necessary to Construct the Center – Chief Executive Office

Page 5

developed encompassing the first three years after construction. The three-year funding plan for operations and maintenance would provide a minimal level of service at the facility over the 22 week period from Memorial Day to Labor Day. The estimated cost of operations is approximately \$60,000 annually and would cover expenses including but not limited to janitorial, chemicals, utilities, training, landscaping and other general maintenance. The estimated cost of programs is \$40,000 annually and would provide life safety training, and a basic recreational swim program. The objective of the program is to provide children, families, groups and individuals an adequate swim location designated for recreational swim in a supervised, unstructured atmosphere along with swimming lessons. Future possibilities for coordination with the local schools, irrigation districts and other programs are under consideration.

The proposed basic recreational swim program was developed jointly by the Department of Parks and Recreation and the Stanislaus County Police Activities League (PAL). Stanislaus County PAL currently operates the Bonita Pool in the town of Crows Landing and was approached by the Department of Parks and Recreation to develop a program customized for Empire. This program assumes the \$1 per participant fee per the condition of the State of California grant. The following provides the additional key highlights of the proposed program:

- Dates: May 25, 2009 – September 7, 2009 (Approximately 120 Days)
- Times: Tuesday through Sunday from Noon to 6pm (Approximately 720 hours of recreation swim).
- Target Population: Children, adults, families, groups and seniors. Children younger than six years of age will require a parent or guardian above the age of 18 to be present.
- Lifeguards/Staff: Three lifeguards will be on duty along with the pool manager and pool attendant during the recreational swim time. Stanislaus County PAL Field Supervisor will coordinate and supervise the overall aquatics program at the Empire facility.
- Training: Stanislaus County PAL will collaborate with the local American Red Cross to oversee and provide required training to lifeguards.

County staff and community partners are working collaboratively to identify the entire funding for the three-year funding plan for operations and programs at a total cost of \$300,000 prior to the grand opening of the Regional Water Safety Training Center - Empire Community Pool Project. Already secured is \$165,000 from the community through the efforts of the Empire Pool Fundraising Committee. Additionally, \$55,000 of Tobacco Settlement Funds previously designated for the construction project is being recommended for use towards the three-year funding plan. Working in partnership with community stakeholders, County staff is confident that additional funding through either direct contributions or grants can be secured by the grand opening of the facility to provide the necessary funding for implementation of the three-year plan for operations and programs.

Approval to Award the Design - Build Construction Contract for the Regional Water Safety Center - Empire Pool Project to Diede Construction, Inc., of Lodi, California, Establish the Project Budget, Accept the Donated Funds and Approve Related Actions Necessary to Construct the Center – Chief Executive Office
Page 6

Community Partnerships

The Chief Executive Office and the Department of Parks and Recreation have continued exploring the development of partnerships in support of this project. The Regional Water Safety Training Center - Empire Community Pool Project was developed based on the collaboration of critical key community partners and stakeholders and the vision is that those relationships will continue to be fostered and strengthened. Specifically, County staff has met with the Empire Municipal Advisory Council, Empire School District, Stanislaus County Parks and Recreation Commission, Modesto Irrigation District, Turlock Irrigation District, Stanislaus County Police Activities League, and Stanislaus Children and Families Commission to discuss partnership opportunities regarding ongoing operations and programs. Additional program funding opportunities are also being explored through the United Way of Stanislaus County, Stanislaus County Community Development Block Grant (CDBG) Program, American Red Cross, the Stewardship Council, the Hughson Family Resource Center, the Area Agency on Aging and other organizations. The focus of these efforts will be to develop additional programs outside those initially identified in the three-year plan. These include, but are not limited to, educational outreach, swimming instruction programs, competitive swim teams and aquatic aerobic classes for adults and seniors. A Regional Water Safety Training Center – Empire Community Pool Sponsorship Program is also being considered, including commemorative tiles and bricks that can be purchased by interested parties. Proceeds from the Sponsorship Program will be utilized to support the ongoing sustainability of the aquatic facility.

The County has also been approached by various local businesses interested in supporting the project through in-kind donations. These include but are not limited to Burkett Plastering, Frantz Wholesale Nursery, Four Seasons Farms, and Concrete Innovations. The County will continue working within interested parties were feasible during the construction project.

Lastly, the creation of a non-profit organization is under development to help offset the annual cost of programs and operations and to develop additional elements in the future. The non-profit concept was born from the Empire Community Pool Fundraising Committee. The Empire Community Pool Fundraising Committee was formed under the umbrella of the Stanislaus Community Foundation. Although the foundation structure has provided the tax-exempt benefit, local leaders have ascertained that a non-profit organization dedicated to enhancing the services and programs offered at the Regional Water Safety Training Center - Empire Community Pool Project would allow for the ability to better pursue competitive grant funding opportunities. Furthermore, the non-profit organization, which would include a Board comprised of local members, will contribute to fostering a greater sense of community pride and support around the new aquatic facility and the park in general. Members of the Empire Pool Fundraising Committee have been instrumental in pursuing the creation of the non-profit organization and will continue to serve in an advisory capacity moving forward.

Approval to Award the Design - Build Construction Contract for the Regional Water Safety Center - Empire Pool Project to Diede Construction, Inc., of Lodi, California, Establish the Project Budget, Accept the Donated Funds and Approve Related Actions Necessary to Construct the Center – Chief Executive Office
Page 7

Design and Construction

On October 3, 2006 the Board approved the selection of Aquatic Design Group as the Design Architect for the Empire Community Pool. The Board also authorized staff to explore the option of Design – Build as the project delivery system.

The County has successfully used the Design – Build Project Delivery System. 10th Street Place (City of Modesto-County Joint Powers Agency) is a prime example of the Design – Build Project Delivery System. Other Design – Build projects include the Sheriff's Office, The Ray Simon Peace Officers Standards and Training Facility, and the Kitchen – Laundry, Women's Housing Unit at the Public Safety Center.

Under the Design – Build Project Delivery System, the County hired an Architect / Engineer to prepare concept drawings and performance specifications. The County's Architect for this phase could not submit a proposal for the final design team, but remained as a consultant to the County to ensure the quality of the project is met. The Design – Build approach also requires the preparation of a Labor Compliance Program pursuant to 1771.5 of the Labor Code. The prequalification of contractors and preparation of a Request for Proposals that includes basic scope, cost range, method of evaluation, and importance of factors by weight were established. Also required, is the establishment of a selection procedure for pre qualified Contractors according to statutory criteria, either lump sum or best value. All of these steps have now been completed and it is appropriate to move the project forward.

In this next phase, under the Design-Build approach, the selected Contractor, administered by Capital Project staff, will:

- Hire Architects / Engineers to complete the final design; and Subcontractors ; which were required to be listed for the major sub-contractors in the proposals received for this construction project.
- Designs and constructs the work according to the plans prepared by the Architect / Engineer selected by the Contractor, while meeting the requirements of the County's concept drawings and performance specification at a fixed price.
- Provides insurance, payment and performance bonds. Abide by subcontractor listing laws, and provide retention.

The Design – Build approach is made possible through the Public Contract Code Section 20133.

Approval to Award the Design - Build Construction Contract for the Regional Water Safety Center - Empire Pool Project to Diede Construction, Inc., of Lodi, California, Establish the Project Budget, Accept the Donated Funds and Approve Related Actions Necessary to Construct the Center – Chief Executive Office

Page 8

The Design – Build Project Delivery System best meets the needs of this particular project. The advantages of the Design – Build Project Delivery System for this particular project include:

- The price can be fixed at less than \$2,500,100.
- The Contractors are given broader latitude to use their abilities to efficiently construct the project.
- Design and construction of the project is faster, since the Contractor can be constructing the project while the design is being completed.

On this particular project, staff believes that fixing the cost of the project early was of prime importance. As a result of the previous Board of Supervisors action to pre-qualify contractors, two contractors, Titan Structures of Modesto, CA and Diede Construction, Inc of Lodi, CA were pre-qualified. Staff requested proposals from each contractor and interviewed each Design-Build team. Both contractors submitted outstanding proposals. Staff believes that the proposal from Diede Construction created the best proposal for the fixed price. The selection was based on the five factors listed in the Request for Proposals. The five factors of evaluation included: 1) Price (base design and construction); 2) Technical Design and Construction expertise; 3) Life Cycle Costs over 10 years; 4) Skilled Labor Force availability; 5) Acceptable Safety Record. It was a difficult decision as both Contractors were well qualified and brought valuable information to their respective interviews. Diede Construction received the highest number of points under the pre-determined evaluation process essential to the success of a design-build project. Deductive alternates were taken during the bid process to provide cost savings opportunities are recommended in accordance with the pricing submitted as part of the bid process. The alternates recommended for selection as part of the construction award, include pool plastering, painting, landscaping and flatwork completion. Local contractors are dedicated to donate most of this component work.

It will be appropriate to accept the donated funds already collected into the County's treasury for this effort and plan to participate in a groundbreaking ceremony with the community.

The project is scheduled to take approximately 360 days to design and construct. The design phase will take approximately 140 calendar days and the construction will take 220 calendar days. The project is to be completed and ready for use by the Public by the end of May 2009, Memorial Day weekend.

POLICY ISSUES:

Approval of this agenda item will promote the Board priorities of striving for a safe community, a healthy community, effective partnerships, a well-planned infrastructure system and the efficient delivery of public services.

Approval to Award the Design - Build Construction Contract for the Regional Water Safety Center - Empire Pool Project to Diede Construction, Inc., of Lodi, California, Establish the Project Budget, Accept the Donated Funds and Approve Related Actions Necessary to Construct the Center – Chief Executive Office
Page 9

STAFFING IMPACT:

Staff from the Chief Executive Office and the Stanislaus County Parks and Recreation Department are working with the Empire Municipal Advisory Council and Empire Pool Community Committee and community to deliver this project. There is no additional staffing impact.

AUDITOR-CONTROLLER BUDGET JOURNAL



Balance Type	Budget	
Category	Budget - Upload	
Source		
Currency	USD	
Budget Name	LEGAL BUDGET	
Batch Name		BO#
Journal Name		
Journal description		
Period	May-08	
Organization	Stanislaus Budget Org	

Line	Coding Structure						Debit		Credit		Description
	Fund 4	Org 7	Account 5	G/L Proj 7	Loc 6	Misc 6	incr appropriations decr est revenue	decr appropriations incr est revenue			
1	2126	35623	62400				28,987.00			Increase Appropriations pool proj	
2	2126	35623	62600				500.00			Increase Appropriations pool proj	
3	2126	35623	62630				1,650.00			Increase Appropriations pool proj	
4	2126	35623	62730				50.00			Increase Appropriations pool proj	
5	2126	35623	63280				(79,050.00)			Increase Appropriations pool proj	
6	2126	35623	63640				11,430.00			Increase Appropriations pool proj	
7	2126	35623	64210				52,500.00			Increase Appropriations pool proj	
8	2126	35623	64220				78,750.00			Increase Appropriations pool proj	
9	2126	35623	64600				7,800.00			Increase Appropriations pool proj	
10	2126	35623	64631				1,900.00			Increase Appropriations pool proj	
11	2126	35623	65000				50.00			Increase Appropriations pool proj	
12	2126	35623	66210				1,000.00			Increase Appropriations pool proj	
13	2126	35623	67200				10,000.00			Increase Appropriations pool proj	
14	2126	35623	67230				10,000.00			Increase Appropriations pool proj	
15	2126	35623	73511				1,500.00			Increase Appropriations pool proj	
16	2126	35623	73512				2,500.00			Increase Appropriations pool proj	
17	2126	35623	74030				1,000.00			Increase Appropriations pool proj	
18	2126	35623	74090				500.00			Increase Appropriations pool proj	
19	2126	35623	74190				500.00			Increase Appropriations pool proj	
20	2126	35623	74370				1,500.00			Increase Appropriations pool proj	
21	2126	35623	80300				2,298,058.00			Increase Appropriations pool proj	
22	2126	35623	46600						1,000,087.00	Transfer Revenue to pool	
23	2126	35623	25000						1,200,000.00	Transfer Revenue to pool	
24	2126	35623	46615						286,038.00	Transfer Revenue to pool	
25	100	16031	62400						1,000,087.00	Decrease Appropriations	
26	100	16031	85850				1,000,087.00			Increase Appropriations	
							3,431,212.00	3,486,212.00			

Explanation: Increase Empire Community Pool Capital Project budget

Requesting Department	CEO	
<i>M. Lee</i>	<i>Patricia Johnson</i>	<i>[Signature]</i>
Signature 5/16/08	Signature 5/16/08	Prepared By Admin Approval (\$75K+)
Date	Date	Date 5-16-08

Contact Person & Phone Number



Stanislaus County Capital Projects
825 12th Street, Modesto, CA 95354
Phone: (209) 525—4380
Fax: (209) 525—4385

AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement For Professional Services is made and entered into by and between the **County of Stanislaus** ("County") and **Parsons Brinckerhoff Construction Services, Inc.**, whose address is 3840 Rosin Court, Suite 200, Sacramento, CA 95834 ("Consultant"), on Date .

Introduction

WHEREAS, the County has a need for professional services relating to the Labor Compliance Program for construction of the **Empire Community Swimming Pool**; 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, provided that any use of such work for any purposes other than those provided in this Agreement shall be without risk or liability to Consultant.

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.

1.5 If the Consultant deems it appropriate to employ a subconsultant 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.

2. Compensation

2.1 The Consultant shall be compensated on a **NOT TO EXCEED Amount of Eighteen Thousand Eight Hundred Twenty Four and No/100 (\$18,824.00) Dollars** for services as provided in **Exhibit C (Payment Schedule)** attached hereto. 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.

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.

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 15 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, subject to any applicable setoffs.

3.4 At the option of the County, this Agreement may terminate on the occurrence of (a) bankruptcy or insolvency of Consultant, or (b) sale of Consultant's business.

4. Representatives.

Each party shall designate a representative, authorized to act on the party's behalf with respect to this Agreement. Consultant hereby designates _____, Project Manager. Owner hereby designates Patricia Hill Thomas. The parties or such authorized representatives shall render required decisions promptly, to avoid unreasonable delay in the progress of Consultant's services. Each party may delegate all or some of its representative's role and function to some other representative.

5. 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.

6. 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.

7. Insurance

7.1 Consultant shall take out, and maintain during the life of this Agreement, insurance policies with coverage at least as broad as follows:

7.1.1 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.

7.1.2 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.

7.1.3 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.

7.1.4 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.

7.2 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.

7.3 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 Board, 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.

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

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

7.6 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.

7.7 Each insurance policy required by this section shall be endorsed to state that coverage shall not be 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.

7.8 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. Lesser ratings must be approved in writing by the County prior to the commencement of work under this Agreement.

7.9 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.

7.10 At least ten (10) days prior to the date the Contractor begins performance of its obligations under this Agreement, Contractor 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 Contractor. 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.

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

8. Defense and Indemnification

8.1 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, Board, 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.

8.2 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.

8.3 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.

9. Status of Consultant

9.1 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. 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, partnership, or a joint venture.

9.2 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.

9.3 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.

9.4 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.

9.5 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.

9.6 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.

9.7 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.

10. Records and Audit

10.1 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, photo static, 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.

10.2 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.

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 handicap, 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
825 12th Street
Modesto, CA 95354
(209) 525-4380 (phone)
(209) 525-4385 (fax)
Attn: Randy Cavanagh

To Consultant: Parsons Brinckerhoff Construction Services, Inc.
3840 Rosin Court, Suite 200
Sacramento, CA 95834

15. Conflicts

Consultant represents and warrants that it presently has no interest, and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of services required under this Agreement. Without limitation, Consultant represents to and agrees with County that Consultant has no present, and will have no future conflict of interest between providing County services hereunder and any interest Consultant may presently have, or will have in the future, with respect to any other person or entity which has any interest adverse or potentially adverse to County, as determined in the reasonable judgment of County.

16. Confidentiality

Any information, whether proprietary or not, made known to or discovered by Consultant during the performance of or in connection with this Agreement for County, will be kept confidential and not be disclosed to any other person. Consultant will immediately notify County in writing if it is requested to disclose any information made known to or discovered by during the performance of or in connection with this Agreement. These conflict of interest, confidentiality and future service provisions and limitations shall remain fully effective indefinitely after termination of services to County hereunder.

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.

18. 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.

19. 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.

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 on the day and year first herein above written.

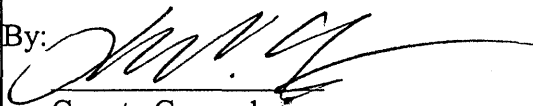
COUNTY OF STANISLAUS By: _____ "County"	PARSONS BRINCKERHOFF CONSTRUCTION SERVICES, INC. By: _____ "Consultant"
APPROVED AS TO FORM: By:  County Counsel	

EXHIBIT A

SCOPE OF WORK

Background

The County of Stanislaus intends to contract with a qualified Design - Build firm for the Design and Construction of a swimming pool complex at Empire Park in Empire California. The County must engage a Professional firm approved by the Department of Industrial Relations to operate a labor compliance program.

Labor Code Section 1771. 5.

(a) Notwithstanding Section 1771, an awarding body may not require the payment of the general prevailing rate of per diem wages or the general prevailing rate of per diem wages for holiday and overtime work for any public works project of twenty-five thousand dollars (\$25,000) or less when the project is for construction work, or for any public works project of fifteen thousand dollars (\$15,000) or less when the project is for alteration, demolition, repair, or maintenance work, if the awarding body elects to initiate and enforce a labor compliance program pursuant to subdivision (b) for every public works project under the authority of the awarding body.

(b) For the purposes of this section, a labor compliance program shall include, but not be limited to, the following requirements:

(1) All bid invitations and public works contracts shall contain appropriate language concerning the requirements of this chapter.

(2) A prejob conference shall be conducted with the contractor and subcontractors to discuss federal and state labor law requirements applicable to the contract.

(3) Project contractors and subcontractors shall maintain and furnish, at a designated time, a certified copy of each weekly payroll containing a statement of compliance signed under penalty of perjury.

(4) The awarding body shall review, and, if appropriate, audit payroll records to verify compliance with this chapter.

(5) The awarding body shall withhold contract payments when payroll records are delinquent or inadequate.

(6) The awarding body shall withhold contract payments equal to the amount of underpayment and applicable penalties when, after investigation, it is established that underpayment has occurred.

(c) For purposes of this chapter, "labor compliance program" means a labor compliance program that is approved, as specified in state regulations, by the Director of the Department of Industrial Relations.

(d) For purposes of this chapter, the Director of the Department of Industrial Relations may revoke the approval of a labor compliance program in the manner specified in state regulations.

Scope of Services

The scope of services for Consultant shall consist of all actions required pursuant to Document 00806 of the Project Manual for the design and construction of the Empire Park Community Pool entitled "Labor Compliance Program."

Consultant represents and warrants that it has in place a Labor Compliance Program containing the requirements outlined in Section 1771.5 of the Labor Code that has been approved by the Department of Industrial Relations. Consultant will provide evidence of such approval to the County.

EXHIBIT B

SCHEDULE

EXHIBIT C

PAYMENT SCHEDULE

LCP Principal in Charge	\$225.00
LCP Project Manager	\$130.00
LCP Site Monitor III	\$107.00
Certified Payroll Reviewer III	\$ 90.00
Certified Payroll Reviewer II	\$ 79.00
Certified Payroll Reviewer I	\$ 80.00
Administrative Assistant	\$ 57.00

AGREEMENT

THIS AGREEMENT, dated this 20th day of May, 2008, by and between **Diede Construction, Inc.** whose place of business is located at **12393 North Highway 99, Lodi, CA 95240** ("Contractor"), and the COUNTY OF STANISLAUS ("County"), acting under and by virtue of the authority vested in the County by the laws of the State of California.

WHEREAS, County, by its **Resolution No. B-10** adopted on the 20th day of May, 2008 awarded to Contractor the following Contract:

EMPIRE COMMUNITY SWIMMING POOL PROJECT

at

**EMPIRE COMMUNITY PARK
EMPIRE CALIFORNIA**

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, Contractor and County agree as follows:

Article 1. Work

- 1.1 Contractor shall complete all Work specified in the Contract Documents, in accordance with the Specifications, Bridging Documents (as defined in Section 00801 (Supplementary Conditions – Design-Build), paragraph 3.A.), Construction Documents (as defined in Section 01101 (Summary of Work – Design Services), paragraph 1.02D.), and all other terms and conditions of the Contract Documents.

Article 2. Architect/Engineer and Project Manager

- 2.1 Aquatic Design Group prepared the Bridging Documents for the Project. Aquatic Design Group shall have the rights assigned to Architect/Engineer in the Contract Documents.
- 2.2 County has designated Patricia Hill Thomas as its Project Manager to act as County's Representative in all matters relating to the Contract Documents. The Project Manager shall have final authority over all matters pertaining to the Contract Documents and shall have sole authority to modify the Contract Documents on behalf of the County, to accept work, and to make decisions or actions binding on the County, and shall have sole signature authority on behalf of the County.
- 2.3 The County may assign all or part of the Project Manager's rights, responsibilities and duties to a Construction Manager.

Article 3. Contract Time and Liquidated Damages

3.1 Contract Time

Contractor shall commence Work on the date established in the Notice to Proceed. County reserves the right to modify or alter the Commencement Date of the Work.

Contractor shall achieve Substantial Completion of the entire Work within 335 Days from the date when the Contract Time commences to run as provided in Document 00700 (General Conditions). Contractor shall achieve Final Completion of the entire Work and be ready for Final Payment in accordance with Section 01770 (Contract Closeout) 45 Days from the date when the Contract Time commences to run as provided in Document 00700 (General Conditions).

3.2 Liquidated Damages

County and Contractor recognize that time is of the essence of this Agreement and that County will suffer financial loss in the form of Contract administration expenses (such as Project management and consultant expenses), if all or any part of the Work is not completed within the times specified above, plus any extensions thereof allowed in accordance with the Contract Documents. Contractor and County agree that because of the nature of the Project, it would be impractical or extremely difficult to fix the amount of actual damages incurred by County because of a delay in completion of all or any part of the Work. Accordingly, County and Contractor agree that as liquidated damages for delay Contractor shall pay County:

3.2.1 Fifteen hundred dollars (\$1,500.00) for each Day that expires after the time specified herein for Contractor to achieve Substantial Completion of the entire Work, until achieved.

3.2.2 Fifteen hundred dollars (\$1,500.00) for each Day that expires after the time specified herein for Contractor to achieve Final Completion of the entire Work, until achieved.

These measures of liquidated damages shall apply cumulatively and except as provided below, shall be presumed to be the damages suffered by County resulting from delay in completion of the Work.

3.3 Liquidated damages for delay shall only cover administrative, overhead, interest on bonds, and general loss of public use damages suffered by County as a result of delay. Liquidated damages shall not cover the cost of completion of the Work, damages resulting from Defective Work, lost revenues or costs of substitute facilities, or damages suffered by others who then seek to recover their damages from County (for example, delay claims of other contractors, subcontractors, tenants, or other third-parties), and defense costs thereof.

Article 4. Contract Sum

4.1 The County accepts the Contractor's total proposal price in the amount of \$2,426,683 along with Alternate No. 1, Credit for Plaster by Others (Pool) in the amount of (\$20,000); Alternate No. 2, Credit for Place and Finish Concrete Flatwork by Others in the amount of (\$15,500); Alternate No. 4, Credit for all Painting by Others in the amount of (\$13,125); and Alternate No. 5, Credit for Irrigation and Landscaping by Others in the amount of (\$80,000). The Contractor shall be compensated on a **NOT TO EXCEED Amount of Two Million Two Hundred Ninety-Eight Thousand Fifty-Eight and No /100 (\$2,298,058.00)** for services as provided in the Contractor's proposal attached hereto.

[ATTACHMENT 4 pages]

Article 5. Contractor's Representations

In order to induce County to enter into this Agreement, Contractor makes the following representations and warranties:

5.1 Contractor has visited the Site and has examined thoroughly and understood the nature and extent of the Contract Documents, Work, Site, locality, actual conditions, as-built conditions, and all local conditions, and federal, state and local laws and regulations that in any manner may affect cost, progress, performance or furnishing of Work or which relate to any aspect of the means, methods, techniques, sequences or procedures of construction to be employed by Contractor and safety precautions and programs incident thereto.

5.2 Contractor has examined thoroughly and understood all reports of exploration and tests of subsurface conditions, as-built drawings, drawings, products specifications or reports, available for proposing purposes, of physical conditions, including Underground Facilities, which have been made available for Proposers or which may appear in the Drawings. Contractor accepts the determination set forth in these Documents and Document 00700 (General Conditions) of the limited extent of the information contained in such materials upon which Contractor may be entitled to rely. Contractor agrees that except for the information so identified, Contractor does not and shall not rely on any other information contained in such reports and drawings.

5.3 Contractor has conducted or obtained and has understood all such examinations, investigations, explorations, tests, reports and studies (in addition to or to supplement those referred to in Section 5.2 of this Document 00520) that

pertain to the subsurface conditions, as-built conditions, Underground Facilities and all other physical conditions at or contiguous to the Site or otherwise that may affect the cost, progress, performance or furnishing of Work, as Contractor considers necessary for the performance or furnishing of Work at the Contract Sum, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of Document 00700 (General Conditions); and no additional examinations, investigations, explorations, tests, reports, studies or similar information or data are or will be required by Contractor for such purposes.

- 5.4 Contractor has correlated its knowledge and the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Contract Documents.

Article 6. Contract Documents

- 6.1 Contract Documents consist of the following documents, including all changes, Addenda, and Modifications thereto:

Document 00510	Notice of Award
Document 00520	Agreement
Document 00550	Notice to Proceed
Document 00610	Construction Performance Bond
Document 00620	Construction Labor and Material Payment Bond
Document 00700	General Conditions
Document 00801	Supplementary General Conditions –Design Build
Document 00821	Supplementary Conditions – Insurance
Addenda	Addendum No. 1 dated 1-23-08
Specifications	Divisions 1 through 16
Bridging Documents	(as defined in Section 00801 (Supplementary Conditions – Design-Build), paragraph 3.A.)
Drawings listed in Document 00010	
Approved Proposal	
Construction Documents	(as defined in Section 01101 (Summary of Work – Design Services), paragraph 1.02D.)

- 6.2 There are no Contract Documents other than those listed in this Document 00520, Article 6. The Contract Documents may only be amended, modified or supplemented as provided in Document 00700 (General Conditions).

Article 7. Miscellaneous

- 7.1 Terms and abbreviations used in this Agreement are defined in Document 00700 (General Conditions) and Section 01420 (References and Definitions) and will have the meaning indicated therein.
- 7.2 It is understood and agreed that in no instance are the persons signing this Agreement for or on behalf of County or acting as an employee, agent, or representative of County, liable on this Agreement or any of the Contract Documents, or upon any warranty of authority, or otherwise, and it is further understood and agreed that liability of the County is limited and confined to such liability as authorized or imposed by the Contract Documents or applicable law.
- 7.3 Contractor shall not assign any portion of the Contract Documents, and may subcontract portions of the Contract Documents only in compliance with the Subcontractor Listing Law, California Public Contract Code §4100 *et seq.*
- 7.4 The Contract Sum includes all allowances (if any).
- 7.5 In entering into a public works contract or a subcontract to supply goods, services or materials pursuant to a public works contract, Contractor or Subcontractor offers and agrees to assign to the awarding body all rights, title and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. §15) or under the Cartwright Act (Chapter 2 (commencing with §16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services or materials pursuant to the public works contract or the

subcontract. This assignment shall be made and become effective at the time County tenders final payment to Contractor, without further acknowledgment by the parties.

7.6 Copies of the general prevailing rates of per diem wages for each craft, classification, or type of worker needed to execute the Contract, as determined by Director of the State of California Department of Industrial Relations, are deemed included in the Contract Documents and on file at County's Office, and shall be made available to any interested party on request. Pursuant to California Labor Code §1861, Contractor represents that it is aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and Contractor shall comply with such provisions before commencing the performance of the Work of the Contract Documents.

7.7 Should any part, term or provision of this Agreement or any of the Contract Documents, or any document required herein or therein to be executed or delivered, be declared invalid, void or unenforceable, all remaining parts, terms and provisions shall remain in full force and effect and shall in no way be invalidated, impaired or affected thereby. If the provisions of any law causing such invalidity, illegality or unenforceability may be waived, they are hereby waived to the end that this Agreement and the Contract Documents may be deemed valid and binding agreements, enforceable in accordance with their terms to the greatest extent permitted by applicable law. In the event any provision not otherwise included in the Contract Documents is required to be included by any applicable law, that provision is deemed included herein by this reference (or, if such provision is required to be included in any particular portion of the Contract Documents, that provision is deemed included in that portion).

7.8 This Agreement and the Contract Documents shall be deemed to have been entered into in the County of Stanislaus, State of California, and governed in all respects by California law (excluding choice of law rules). The exclusive venue for all disputes or litigation hereunder shall be in Stanislaus County Superior Court. Contractor accepts the Claims Procedure in Document 00700, Article 12, as a claims procedure by agreement under the California Government Code, Title 1, Division 3.6, Part 3, Chapter 5.

IN WITNESS WHEREOF the parties have executed this Agreement in quadruplicate the day and year first above written.

CONTRACTOR: DIEDE CONSTRUCTION, INC.

By: _____
(Signature)
Steven L. Diede
Its: President
Title (If Corporation: Chairman, President or Vice President)

By: _____
(Signature)
Lillian K. Diede
Its: Secretary
Title (If Corporation: Secretary, Assistant Secretary, Chief Financial Officer or Assistant Treasurer)

COUNTY: COUNTY OF STANISLAUS

By: Patricia Hill Thomas
Patricia Hill Thomas
Chief Operations Officer /
Assistant Executive Officer

APPROVED AS TO FORM AND LEGALITY
THIS 21 DAY OF May, 2008

By: _____
John P. Doering, County Counsel

Attest: _____
Secretary

(Print Name)

COUNTY RESOLUTION NO. B-10

END OF DOCUMENT

DOCUMENT 00400

PROPOSAL FORM

TO THE COUNTY OF STANISLAUS

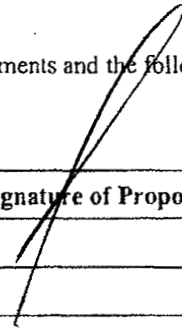
THIS PROPOSAL IS SUBMITTED BY:

Diede Construction, Inc.

(Firm/Company Name)

Re: County of Stanislaus Empire Community Swimming Pool Project at 1000 I Street in Empire, California

1. The undersigned Proposer proposes and agrees, if this Proposal is accepted, to enter into an agreement with the County of Stanislaus ("County") in the form included in the Contract Documents, Document 00520 (Agreement), to perform and furnish all Work as specified or indicated in the Contract Documents for the Contract Sum and within the Contract Time indicated in this Proposal and in accordance with all other terms and conditions of the Contract Documents.
2. Proposer accepts all of the terms and conditions of the Contract Documents and Document 00140 (Request for Proposals), including, without limitation, those dealing with the disposition of Proposal Security. This Proposal will remain subject to acceptance for 120 Days after the day of Proposal opening.
3. In submitting this Proposal, Proposer represents:
 - (a) Proposer has examined all of the Contract Documents and the following Addenda (receipt of all of which is hereby acknowledged).

Addendum Number	Addendum Date	Signature of Proposer
1	1-23-08	

- (b) Proposer acknowledges receipt of Pre-Proposal Conference minutes, if any.
 - (c) Proposer has visited the Site and performed all tasks, research, investigation, reviews, examinations, and analysis and given notices, regarding the Project and the Site, as set forth in Document 00520 (Agreement), Article 5.
 - (d) Proposer has given the County prompt written notice of all conflicts, errors, ambiguities, or discrepancies that it has discovered in or among the Contract Documents and as-built drawings and actual conditions and the written resolution thereof through Addenda issued by the County is acceptable to Contractor.
4. Based on the foregoing, Proposer proposes and agrees to fully perform the Work within the time stated and in strict accordance with the Contract Documents for the following sums of money listed in the following Schedule of Proposal Prices:

SCHEDULE OF PROPOSAL PRICES

All Proposal items, including lump sums and unit prices, must be filled in completely. Proposal items are described in Section 01100 (Summary of Work) and Section 01101 (Summary of Work—Design Services). Quote in figures only, unless words are specifically requested.

ITEM	DESCRIPTION	TOTAL
1.	All work of Contract Documents, other than Work separately provided for under other Proposal items, including: 1. Construction 2. Printing of Plans and Specifications 3. Code Required Testing 4. Architectural Fees 5. Soils Testing 6. Building Permit	\$ 2,301,683.00
2.	Design and Construction Contingency	\$ 125,000
Total	Sum of Items 1&2 (To Score 40 Points, the total price can not exceed \$2,500,100)	\$ 2,426,683.00

Total Proposal Price:

Two Million, Four Hundred Twenty Six Thousand, Six Hundred Eighty Three Dollars
(Words)

	ALTERNATES (Alternates will not be used as basis of award)	UNIT	UNIT PRICE	TOTAL
3.	Alternate No. 1: Credit for Stucco and Plaster by Others (Pool)	LS	\$ 20,000	\$ 20,000
4.	Alternate No. 2: Credit for Place and Finish Concrete Flatwork by Others	12,400	\$ 1.25	\$ 15,500
5.	Alternate No. 3: Credit to Furnish 50 C.Y. of 3,000 PSI Ready Mix Concrete by Others	50	\$ 83.60	\$ 4,180
6.	Alternate No. 4: Credit for all Painting by Others	LS	\$ 13,125	\$ 13,125
7.	Alternate No. 5: Credit for Irrigation and Landscaping by Others	LS	\$ 80,000	\$ 80,000

5. Subcontractors for work included in all Proposal items are listed on the attached Document 00430 (Subcontractors List).
6. The undersigned Proposer understands that County reserves the right to reject this Proposal.
7. If written notice of the acceptance of this Proposal, hereinafter referred to as Notice of Award, is mailed or delivered to the undersigned Proposer within the time described in Paragraph 2 of this Document 00400 or at any other time thereafter before it is withdrawn, the undersigned Proposer will execute and deliver the documents required by Document 00140 (Request for Proposals) within the times specified therein. These documents include, but are not limited to, Document 00520 (Agreement), Document 00610 (Construction Performance Bond), and Document 00620 (Construction Labor and Material Payment Bond).

8. Notice of Award or request for additional information may be addressed to the undersigned Proposer at the address set forth below.
9. The undersigned Proposer herewith encloses a cashier's check, or certified check of or on a responsible bank in the United States, or a corporate surety bond furnished by a surety authorized to do a surety business in the State of California, in form specified in Document 00140 (Request for Proposals), in the amount of ten percent (10%) of the Total Proposal Price and made payable to "County of Stanislaus."
10. The undersigned Proposer agrees to commence Work under the Contract Documents on the date established in Document 00700 (General Conditions) and to complete all Work within the time specified in Document 00520 (Agreement). The undersigned Proposer acknowledges that the County has reserved the right to delay or modify the commencement date. The undersigned Proposer further acknowledges County has reserved the right to perform independent work at the Site, the extent of such work may not be determined until after the opening of the Bids, and that the undersigned Proposer will be required to cooperate with such other work in accordance with the requirements of the Contract Documents.
11. The undersigned Proposer agrees that, in accordance with Document 00700 (General Conditions), liquidated damages for failure to complete all Work in the Contract within the time specified in Document 00520 (Agreement) shall be as set forth in Document 00520 (Agreement).
12. The names of all persons interested in the foregoing Proposal as principals are: Steven L. Diede, President

IMPORTANT NOTICE:

If Proposer or other interested person is a corporation, give the legal name of corporation, state where incorporated, and names of president and secretary thereof; if a partnership, give name of the firm and names of all individual co-partners composing the firm; if Proposer or other interested person is an individual, give first and last names in full.

NAME OF PROPOSER: Diede Construction, Inc.

licensed in accordance with an act for the registration of Contractors, and with license number: 632667

Expiration: 12-31-09

State of California
(Place of Incorporation, if Applicable)

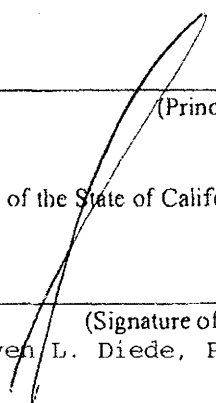
Lillian Diede, Secretary/Treasurer

Steven L. Diede, President
(Principal)

(Principal)

(Principal)

I certify (or declare) under penalty of perjury under the laws of the State of California that the foregoing is true and correct.



(Signature of Proposer)
Steven L. Diede, President

NOTE: If Proposer is a corporation, set forth the legal name of the corporation together with the signature of the officer or officers authorized to sign contracts on behalf of the corporation. If Proposer is a partnership, set forth the name of the firm together with the signature of the partner or partners authorized to sign contracts on behalf of the partnership.

Business Address: Physical: 11780 North Highway 99, Lodi, CA 95240
Mailing: P.O. Box 1007, Woodbridge, CA 95258

Contractor's Representative(s): Jeff Gilbertson, Estimator
(Name/Title)

Dave Lagorio, Design
(Name/Title)

(Name/Title)

Officers Authorized to Sign Contracts Steven L. Diede, President
(Name/Title)

Wayne J. Diede, Vice President
(Name/Title)

(Name/Title)

Telephone Number(s): (209) 369-8255
(Area Code) (Number)

(Area Code) (Number)

Fax Number(s): (209) 368-0600
(Area Code) (Number)

(Area Code) (Number)

Date of Proposal: January 30, 2008

END OF DOCUMENT

BOARD OF SUPERVISORS

2008 MAY 20 A 11: 53

May 15, 2008

Stanislaus County
Board of Supervisors
1010 10th Street 6th Floor
Modesto, CA 95354

Dear Board of Supervisors,

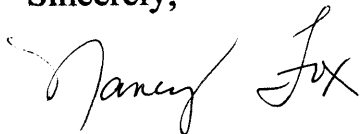
On behalf of the Empire Community, we would like to thank each one of you for the County's continued support with our towns dream to build a Regional Water Safety Training Center. We are excited about the progress of this project and would like to ask for the approval to award a contract.

As you know, this project was spearheaded after a tragedy occurred in the summer of 2003, when three young brothers drowned in the Tuolumne River. As a result of this accident, the community came together to look at options to prevent this from happening again.

The community of Empire began fund raising and has raised approximately \$165,000 in monetary contributions. Our committee is in full support of redirecting the contributions received to cover a three year funding plan for operations and programs. We are actively continuing our fundraising efforts and are commencing efforts to develop a non-profit status for the Regional Water Safety Training Center.

Again, we as a community would like to thank you for you continued support with this project. This pool will provide the Empire Community and surrounding areas with a safe recreational alternative for our youth and families.

Sincerely,



Empire Pool Fund Raising Committee

Nancy Fox
Co-Chair

Noel Vento
Co-Chair