

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

DEPT: Chief Executive Office

BOARD AGENDA # \*B-3

Urgent  Routine

AGENDA DATE November 18, 2008

CEO Concurs with Recommendation YES  NO   
(Information Attached)

4/5 Vote Required YES  NO

SUBJECT:

Approval to Award the Construction Contract for the Emergency Power and Fire Suppression System Improvements at the Sheriff's Operations Center to the lowest responsible bidder, Greg Opinski Construction, Inc.

STAFF RECOMMENDATIONS:

1. Approval to award the construction contract for the emergency power and fire suppression system improvements at the Sheriff's Operations Center to the lowest responsible bidder, Greg Opinski Construction, Inc., of Merced, California, for the lump sum amount of \$1,044,000.
2. Authorize the Project Manager to issue a notice to proceed contingent upon receipt of proper insurance and bonds.
3. Authorize the Project Manager to negotiate and sign contracts and work authorizations necessary to manage the construction phase including construction management, professional services, and other project related expenses as necessary to manage the project as long as the costs are within the project budget as approved by the Board of Supervisors.

FISCAL IMPACT:

On September 30, 2008, the Board of Supervisors approved the plans and specifications for the emergency power and fire suppression system improvements at the Sheriff's Operations Center. The total Project Budget approved by the Board is \$1,536,600. The estimated cost of the construction included in the budget is \$1,147,773. The Board authorized the call for bids for the emergency power and fire suppression improvements.

(Continued on Page 2)

BOARD ACTION AS FOLLOWS:

No. 2008-791

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

and approved by the following vote,

Ayes: Supervisors: O'Brien, Monteith, and Vice Chairman DeMartini

Noes: Supervisors: None

Excused or Absent: Supervisors: Mayfield

Abstaining: Supervisor: Grover

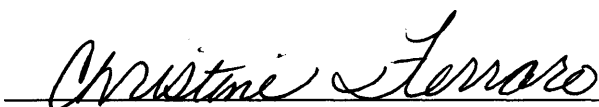
1)  Approved as recommended

2)  Denied

3)  Approved as amended

4)  Other:

MOTION: THIS ITEM WAS REMOVED FROM THE CONSENT CALENDAR AND PLACED ON NON-CONSENT FOR DISCUSSION AND CONSIDERATION



ATTEST: CHRISTINE FERRARO TALLMAN, Clerk

File No.

**FISCAL IMPACT: (Continued)**

On November 5, 2008, eight bids were received and opened. Through a blind bid process comprised of five sequestered team members, it was determined the lowest responsible bid was Greg Opinski Construction, Inc. A total of 8 bids were received from Applegate Johnston, Inc., of Modesto, California, Titan Structures, of Modesto, California, BC Construction, of Ceres, California, Gowan Construction, of Tracy, California, Greg Opinski Construction, of Merced, California, Pullman Construction, of Middletown, California, Becker Field Construction, of Oakdale, California, and Diede Construction, of Lodi, California.

The bids ranged from \$1,044,000 to \$1,558,000 for the base bid. One bid alternate was also requested as part of the bid package. The bid alternate, which is not recommended, was to upgrade the existing engine generator synchronization control systems for each of two generators, and the matching new generator, including all components, and to remove all of the existing analog devices, and provide new digital generator control system. The bid alternates ranged from \$370,000 to \$461,143. The basis of award was the base bid only. Staff does not recommend awarding the bid alternate.

At this time the Chief Executive Office is returning to the Board for approval to award a construction contract for the Emergency Power and Fire Suppression System Improvements at the Sheriff's Operations Center to Greg Opinski Construction, Inc., for the lump sum amount of \$1,044,000. The lowest responsible bid of \$1,044,000 is below the budget construction estimate of \$1,147,773 and within the approved budget.

**DISCUSSION:**

Background

The construction of the Sheriff's Operations Center was completed in 1995. The Sheriff's Operations Center, and the adjacent Central Kitchen, and Laundry facilities were not connected to emergency power. As was the practice in the 1990's the Sheriff's Operations Center did not include a server room.

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. The 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 Sheriffs 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 Sheriff's Public Safety Center (not including Jail Expansion Project) to meet future needs was estimated at a preliminary, pre-design cost of \$16.2 million.

In April 2008, the County contracted with Miller Pezzoni and Associates, Inc. to proceed with a study to identify specific areas and critical functions which require emergency power to maintain effective operations during an extended electrical power disruption. These critical areas included the Sheriffs 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.

As a result of the study, the Board authorized the staff to proceed with the project. In November 2008, the County contracted with Miller Pezzoni and Associates, Inc., a local electrical engineering firm to add emergency power to the Sheriffs Operations Center, Kitchen and Laundry Facilities, and add a server room for the Sheriff's Operations Center with a fire suppression system. Miller Pezzoni and Associates, Inc were the original Electrical Engineers for the Sheriffs Operations Center and staff believed they would have superior knowledge for the study.

On September 30, 2008, the Board approved the design and the plans and specifications and authorized staff to request bids. The plans and specifications included one bid alternate. The bid alternate was to change the controls of the emergency generator farm from analog to digital. The change is not necessary at this time, but will be necessary before the generator farm is expanded again.

At this time, it is recommended that the Board of Supervisors approve the award of a construction contract for the base bid only for the Emergency Power and Fire Suppression System Improvements at the Sheriff's Operations Center to Greg Opinski Construction, Inc., with an amount not to exceed \$1,044,000.

If approved by the Board of Supervisors, construction is expected to begin in Winter 2008, and be completed by Summer 2009.

**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.

Approval to Award the Construction Contract for the Emergency Power and Fire Suppression System Improvements at the Sheriff's Operations Center to the lowest responsible bidder, Greg Opinski Construction, Inc. - Chief Executive Office  
Page 4

**STAFFING IMPACT:**

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

ATTACHMENTS AVAILABLE  
FROM YOUR CLERK

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

BOARD OF SUPERVISORS

**TRANSMITTAL**

~~2008~~ DEC 10 AM 11:24

**TO: Greg Opinski Construction Inc.**  
**145 Riggs Avenue**  
**Merced, CA 95340**

**SUBJECT: Sheriff's Operation Center E-Power + Server Room**

**DATE: 12/10/08**

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		Fully-executed Contract for Sheriff's Operation Center (SOC) Emergency Power and Server Room Upgrades

**REMARKS:**

**Note to Board:** Approved by Board of Supervisors on November 18, 2008, Item B-3.

COPIES: Patricia Hill Thomas  
Liz King, Board (Original)  
Lisa Sandoval, Auditor (Original + Copy)  
File AV 2.1.1 (018)  
File DV 2.2

SIGNED:

  
Norma Baker

**AGREEMENT**

THIS AGREEMENT, dated this **18** day of **November, 2008**, by and between **Greg Opinski Construction Inc.**, whose place of business is located at **145 Riggs Avenue, Merced, Ca 95340** ("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 Board Agenda item No **B-3** adopted on the **18<sup>th</sup>** day of **November 2008** awarded to Contractor the following Contract:

**SHERIFF'S OPERATION CENTER (SOC)  
EMERGENCY POWER AND SERVER ROOM UPGRADES**

at

**250 E. HACKETT ROAD  
MODESTO, CA 95354**

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 as the base bid work, in accordance with the Specifications, Drawings, and all other terms and conditions of the Contract Documents.
- 1.2 Bid alternate A, Upgrade existing engine generator synchronization control systems, is not awarded.

**Article 2. Architect/Engineer and Project Manager**

- 2.1 **Miller-Pezzoni & Associates, Inc** designed the Project and furnished the Plans and Specifications. **Miller-Pezzoni & Associates, Inc** 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 **270** 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) 60 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 Two Thousand dollars (\$2,000.00) 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 One Thousand dollars (\$1,000.00) 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 County shall pay Contractor the Lump Sum of One Million Forty Four Thousand and no/100 (\$1,044,000) in accordance with Contract Documents as set forth in Contractor's Bid, attached hereto.

### **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 Bidding purposes, of physical conditions, including Underground Facilities, which have been made available for Bidders 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 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 00800	Supplementary General Conditions
Document 00821	Supplementary Conditions – Insurance
Document 00910	Addenda 1 and 2
Specifications	Divisions 1 through 16
Drawings listed in Drawing No. A-0,	Cover Sheet

- 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: Greg Opinski Construction, Inc**

By: [Signature]  
(Signature)

Its: President  
Title (If Corporation: Chairman, President or Vice President)

By: [Signature]  
(Signature)

Its: \_\_\_\_\_  
Title (If Corporation: Secretary, Assistant Secretary, Chief Financial Officer or Assistant Treasurer)

**COUNTY:**

**COUNTY OF STANISLAUS**

By: [Signature]  
(Signature)

Patricia Hill Thomas  
(Print Name)  
Assistant Executive Officer /  
Chief Operations Officer  
(Title)

Attest: [Signature]  
Secretary

Teresa Vander Veen  
(Print Name)

APPROVED AS TO FORM AND LEGALITY

THIS 12 DAY OF November, 2008

By: [Signature]  
John P. Doering, County Counsel

COUNTY BOARD AGENDA ITEM NO. B-3

END OF DOCUMENT

9

DOCUMENT 00400

**BID FORM**

TO THE COUNTY OF STANISLAUS

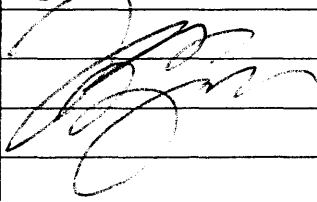
THIS BID IS SUBMITTED BY:

GREG OPINSKI CONSTRUCTION, INC.

(Firm/Company Name)

Re: County of Stanislaus **SOC Emergency Power and Server Room Upgrades.**

1. The undersigned Bidder proposes and agrees, if this Bid 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 Bid and in accordance with all other terms and conditions of the Contract Documents.
2. Bidder accepts all of the terms and conditions of the Contract Documents, Document 00100 (Notice Inviting Bids), and Document 00200 (Instructions to Bidders), including, without limitation, those dealing with the disposition of Bid Security. This Bid will remain subject to acceptance for **60 Days after the day of Bid opening.**
3. In submitting this Bid, Bidder represents:
  - (a) Bidder 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 Bidder
1	October 28th	
2	October 31st	

- (b) Bidder acknowledges receipt of Pre-Bid Conference minutes, if any.
  - (c) Bidder 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) Bidder 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, Bidder 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 Bid Prices:

E

**BID FORM**

**SHERIFF'S OPERATION CENTER  
EMERGENCY POWER AND  
SERVER ROOM UPGRADES**

**BID OPENING DATE:  
Wednesday, November 15, 2008  
HOUR OF BID SUBMISSION:  
2:00 PM**

Honorable Board of Supervisors  
c/o Clerk of the Board  
County of Stanislaus  
1010 10<sup>th</sup> Street, 6<sup>th</sup> Floor, Suite 6700  
Modesto, California 95354

Dear Supervisors:

Pursuant to the Invitation to Bidders, and in compliance with the Instruction to Bidders, having reviewed the contract documents and the site(s) of the work, the undersigned hereby proposes to furnish all work, labor, materials, transportation, equipment, and services necessary, including State of California and local sales or use taxes, license, or permit fees, if any, for the construction OF Tenant Improvements, District Attorney's Office, in Modesto, California, all in accordance with the specifications and drawings, and other contract documents, together with Addenda issued prior to or at the time of bidding, if any, now on file with the Construction Manager, for the sum of

one million and forty four thousand dollars

Dollars (\$ 1,044,000 ) for the base bid.

**\*\*Circle One\*\***

Alternate A: Upgrade existing engine generator synchronization control systems \$ 384,150 Add/Deduct for each of two generators, and the matching new generator, including all components. Remove all existing analog devices. Provide new digital generator control system including engine governors, voltage regulators, actuators, engine generators synchronization controllers, new PLC and UPS, all for a complete and operating system for Generators 1, 2 and 3 plus Future Generator 4. System components shall be Woodward, Asco or approved equal.

All bid entries must be filled in. The Base Bid and all add/deduct Alternates must be completed. Any bid where all elements are not filled in will be considered to be **non-responsive**.

5. The Owner, for cost and/or need considerations, may select the Base Bid as submitted and additive and/or deductive alternates submitted to determine the lowest bidder in a blind bid process.
6. Subcontractors for work included in all Bid items are listed on the attached Document 00430 (Subcontractors List).
7. The undersigned Bidder understands that County reserves the right to reject this Bid.
8. If written notice of the acceptance of this Bid, hereinafter referred to as Notice of Award, is mailed or delivered to the undersigned Bidder within the time described in Paragraph 2 of this Document 00400 or at any other time thereafter before it is withdrawn, the undersigned Bidder will execute and deliver the documents required by Document 00200 (Instructions to Bidders) within the times specified therein. These



NOTE: If Bidder 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 Bidder 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: Greg Opinski Construction, Inc.  
145 Riggs Ave., Ste. B  
Merced, CA 95341

Contractor's Representative(s): Greg Opinski, President  
(Name/Title)  
Rose Opinski, Vice President  
(Name/Title)  
(Name/Title)

Officers Authorized to Sign Contracts Greg Opinski, President/Treasurer  
(Name/Title)  
Rose Opinski, Vice President/Secretary  
(Name/Title)  
(Name/Title)

Telephone Number(s): (209) 384-2851  
(Area Code) (Number)  
(209) 564-0245  
(Area Code) (Number)

Fax Number(s): (209) 384-0486  
(Area Code) (Number)  
(Area Code) (Number)

Date of Bid: November 5, 2008

END OF DOCUMENT



## Guaranty

To: The County of Stanislaus ("County"), for Construction of the

**Sheriff's Operation Center (SOC)**  
**Emergency Power and Server Room Upgrades**  
250 E. Hackett Road  
Modesto, California.

The undersigned guarantees all construction performed on this Project and also guarantees all material and equipment incorporated therein.

Contractor hereby grants to County for a period of two years following the date of Substantial Completion of the work completed, or such longer period specified in the Contract Documents, its unconditional warranty of the quality and adequacy of all of the Work including, without limitation, all labor, materials and equipment provided by Contractor and its Subcontractors of all tiers in connection with the Work.

Neither final payment nor use nor occupancy of the Work performed by the Contractor shall constitute an acceptance or Work not done in accordance with this Guaranty or relieve Contractor of liability in respect to any express warranties or responsibilities for faulty materials or workmanship. Contractor shall remedy any defects in the Work and pay for any damage resulting therefrom, which shall appear within two years, or longer if specified, from the date of Substantial Completion or the Work completed.

If within two years after the date of Substantial Completion of the Work completed, or such longer period of time as may be prescribed by laws or regulations, or by the terms of Contract Documents, any Work is found to be Defective, contractor shall promptly, without cost to County and in accordance with County's written instructions, correct such Defective Work. Contractor shall remove any Defective Work rejected by County and replace it with Work that is not Defective, and satisfactorily correct or remove and replace any damage to other Work of the work of others resulting therefrom. If Contractor fails to promptly comply with the terms of such instructions, or in an emergency where delay would cause serious risk or loss or damage, County may have the Defective Work corrected or the rejected Work removed and replaced. Contractor shall pay for all claims, costs, losses and damages caused by or resulting from such removal and replacement. Where contractor fails to correct Defective Work, or defects are discovered outside the correction period, county shall have all rights and remedies granted by law.

Inspection of the Work shall not relieve Contractor of any of its obligations under the Contract Documents. Even though equipment, materials, or Work required to be provided under the Contract Documents have been inspected, accepted, and estimated for payment, Contractor shall, at its own expense, replace or repair any such equipments, materials, or Work found to be Defective or otherwise not to comply with the requirements of the Contract Documents up to the end of the guaranty period.

All abbreviations and definitions of terms used in the Agreement shall have the meanings set forth in the Contract Documents, including, without means or limitation, Documents 00700 (General Conditions) and Section 07420 (References and Definitions).

The foregoing Guaranty is in addition to any other warranties of Contractor contained in the Contract Documents, and not in lieu of, any and all other liability imposed on Contractor under Contract Documents and at law with respect to Contractor's duties, obligations, and performance under the Contract Documents. In the event of any conflict or inconsistency between the terms of this Guaranty and any warranty or obligation of the Contractor under the Contract Documents or at law, such inconsistency or conflict shall be resolved in favor of the higher level of obligation of the Contractor.

Date: 11/20 /2008

**Greg Opinski Construction, Inc.**

Contractor's Name

By: 

Signature

**Greg Opinski**

Print Name

**President**

Title

**145 Riggs Avenue, Suite B**

Street Address

**Merced, CA 95341**

City, State, Zip Code



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

BOARD OF SUPERVISORS  
**TRANSMITTAL**

2008 DEC -9 A 11: 11

**TO: Don Phemister**  
**Phemister Construction Management**

**SUBJECT: STANISLAUS COUNTY PROJECTS**

**DATE: 12/4/2008**

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

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


COPIES	DATE	DESCRIPTION
1	11/18/08	Fully-executed Work Authorization No. 16B for the SOC E-Power + Server Room Upgrades.

**REMARKS:**

For your records.

**Note to Board:** WA No. 16B Approved by the Board on November 18, 2008, Item B-3.

COPIES: Patricia Hill Thomas (Copy)  
Mark Loeser (Copy)  
Liz King, Board (Original + Copy)  
Lisa Sandoval, Auditor (Original + Copy)  
File X 2.1.1 (1472)  
File X 5.6.2.1  
File AV 5.2.1

SIGNED:   
Teresa Vander Veen

**PHEMISTER CONSTRUCTION MANAGEMENT, INC.**

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

1. This Work Authorization No. 16B is entered into effect on November 18, 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.

Work Authorization 16B, Emergency Power to SOC, Kitchen and Laundry + Server Room Remodel

- 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: November 18, 2008 to December 30, 2009.

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.

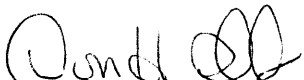
7. Funding Source: Approved by the Board on November 18, 2008, Item B-3.

8. NOT TO EXCEED: \$34,581.00

	\$14,864.00 (Work Authorization 16)
	\$ 1,000.00 (Work Authorization 16A)
	<u>\$34,581.00 (Work Authorization 16B)</u>
TOTAL:	\$50,445.00

Dated: November 18, 2008

  
 \_\_\_\_\_  
 Stanislaus County

  
 \_\_\_\_\_  
 Phemister Construction Management, Inc.

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

BOARD OF SUPERVISORS

**TRANSMITTAL**

2009 JUN 10 P 2:57

**TO: Don Phemister  
Phemister Construction Management**

**SUBJECT: STANISLAUS COUNTY CAPITAL PROJECTS**

**DATE: 6/9/2009**

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

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


COPIES	DATE	DESCRIPTION
1	3/3/09	Fully-executed Work Authorization No. 16C for the SOC Emergency Power + Server Room Remodel Project to increase PO 79837.

**REMARKS:**

For your records.

**Note to Board:** WA No. 16C Approved by the Board on November 18, 2008, Item B-3.

COPIES: Patricia Hill Thomas (Copy)  
Mark Loeser (Copy)  
Liz King, Board (Original + Copy)  
Lisa Sandoval, Auditor (Original + Copy)  
File X 2.1.1 (1547)  
File X 5.6.2  
File AV 5.2.1

SIGNED:   
Teresa Vander Veen

**PHEMISTER CONSTRUCTION MANAGEMENT, INC.**

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

1. This Work Authorization No. 16C is entered into effect on June 1, 2009, 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: June 1, 2009 to December 30, 2009.

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.

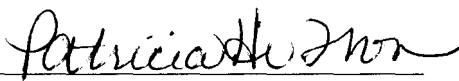
7. Funding Source: Approved by the Board on November 18, 2008, Item B-3.

8. NOT TO EXCEED: \$3,129.00

\$14,864.00 (Work Authorization 16)  
 \$ 1,000.00 (Work Authorization 16A)  
 \$34,581.00 (Work Authorization 16B)  
\$ 3,129.00 (Work Authorization 16C)

TOTAL: \$53,574.00

Dated: June 1, 2009

  
 \_\_\_\_\_  
 Stanislaus County

  
 \_\_\_\_\_  
 Phemister Construction Management, Inc.



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

## TRANSMITTAL

**TO:** Don Phemister  
Phemister Construction Management, Inc.

**SUBJECT:** STANISLAUS COUNTY PROJECTS

**REFERENCE:** SHERIFF'S EMERGENCY GENERATOR & SERVER ROOM

**DATE:** 7/21/09

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		Work Authorization 16D.

2009 JUL 21 A 10:53  
BOARD OF SUPERVISORS

**REMARKS:**

For your files.

Board Note: This was approved by the Board on November 18, 2008 in Item B-3.

COPIES: Patricia Hill Thomas, Copy  
Mark Loeser, Copy  
Tom Flores, Original  
Liz King, Original  
File X 2.1.1 (1563)  
File X 5.6.2  
File AV 5.2.1

SIGNED:   
Teresa Vander Veen

**PHEMISTER CONSTRUCTION MANAGEMENT, INC.**

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

1. This Work Authorization No. 16D is entered into effect on July 6, 2009, 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: June 1, 2009 to December 30, 2009.
  - 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 November 18, 2008, Item B-3.
  - 8. NOT TO EXCEED: \$3,500.00

\$14,864.00 (Work Authorization 16)  
\$ 1,000.00 (Work Authorization 16A)  
\$34,581.00 (Work Authorization 16B)  
\$ 3,129.00 (Work Authorization 16C)  
\$ 3,500.00 (Work Authorization 16D)  
TOTAL: \$57,074.00

Dated: July 6, 2009

  
\_\_\_\_\_  
Stanislaus County

  
\_\_\_\_\_  
Phemister Construction Management, Inc.

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

BOARD OF SUPERVISORS **TRANSMITTAL**

**TO: Don Phemister**  
**Phemister Construction Management, Inc.**

2009 OCT 30 A 11: 23

**SUBJECT: STANISLAUS COUNTY PROJECTS**  
**REFERENCE: SHERIFF'S EMERGENCY GENERATOR & SERVER ROOM** **DATE: 10/28/09**

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		Fully-Executed PCM Work Authorization 16E.

**REMARKS:**

For your files.

Board Note: This was approved by the Board on November 18, 2008 in Item B-3.

Auditor Note: Please increase PO 79387 per the attached Work Authorization.

COPIES: Patricia Hill Thomas, Copy  
Mark Loeser, Copy  
Tom Flores, Original  
Liz King, Original  
File X 2.1.1 (1603)  
File X 5.6.2  
File AV 5.2.1

SIGNED: *Teresa Vander Veen*  
Teresa Vander Veen

**PHEMISTER CONSTRUCTION MANAGEMENT, INC.**

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

1. This Work Authorization No. 16E is entered into effect on September 21, 2009, 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.
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  - 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 dates 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.
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- 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.
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- 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: June 1, 2009 to December 30, 2009.

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 November 18, 2008, Item B-3.

8. NOT TO EXCEED: \$567.00

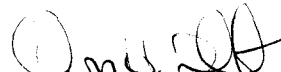
- \$14,864.00 (Work Authorization 16)
- \$ 1,000.00 (Work Authorization 16A)
- \$34,581.00 (Work Authorization 16B)
- \$ 3,129.00 (Work Authorization 16C)
- \$ 3,500.00 (Work Authorization 16D)
- \$ 567.00 (Work Authorization 16E)

TOTAL: \$57,641.00

Dated: September 21, 2009



Stanislaus County



Phemister Construction Management, Inc.