

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

DEPT: Chief Executive Office

BOARD AGENDA # \*B-19

Urgent  Routine

AGENDA DATE May 19, 2009

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 System Improvements at the Stanislaus County Honor Farm to the Lowest Responsible Bidder, Collins Electrical Company, Inc.

STAFF RECOMMENDATIONS:

1. Approval to award the construction contract for the emergency power system improvements at the Stanislaus County Honor Farm to the lowest responsible bidder, Collins Electrical Company, Inc., of Modesto, California, for the lump sum amount of \$273,716.
2. Authorize the Project Manager to issue a notice to proceed contingent upon receipt of proper insurance and bonds.

(Continued on Page 2)

FISCAL IMPACT:

On March 31, 2009, the Board of Supervisors approved the plans and specifications for the emergency power system improvements at the Stanislaus County Honor Farm. At that time it was estimated that the construction cost for the emergency power system improvements would be \$451,500, with a total estimated project cost of \$610,000 to be funded by Public Facility Fees (PFF). The Board at that time authorized the call for bids for the emergency power system improvements at the Stanislaus County Honor Farm Facilities.

(Continued on Page 2)

BOARD ACTION AS FOLLOWS:

No. 2009-338

On motion of Supervisor Grover, Seconded by Supervisor Monteith

and approved by the following vote, Ayes: Supervisors: O'Brien, Chiesa, Grover, Monteith, and Chairman DeMartini

Noes: Supervisors: None

Excused or Absent: Supervisors: None

Abstaining: Supervisor: None

- 1)  Approved as recommended
- 2)  Denied
- 3)  Approved as amended
- 4)  Other:

MOTION:

*Christine Ferraro*

ATTEST: CHRISTINE FERRARO TALLMAN, Clerk

File No.

**RECOMMENDATIONS (CONTINUED):**

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 related costs as long as the costs are within the project budget approved by the Board of Supervisors.
4. Approve the use of \$359,569 of Public Facility Fees (PFF) funds for funding of the Emergency Power System Improvements.
5. Direct the Auditor-Controller to increase appropriations and revenue in the amount of \$359,569 from Public Facility Fees (PFF) for this Capital Project budget as detailed in the attached Budget Journal form.

**FISCAL IMPACT (CONTINUED):**

On May 6, 2009 eight bids were received and opened. Bids were received from Collins Electrical Company, Inc. of Stockton, CA; Interstate Construction, Inc. of Roseville, CA; Elkins Electric Co. of Oakdale, CA; Layman Electric, Inc. of Modesto, CA; Modesto Industrial Electric Co., Inc. of Modesto, CA; Modesto Executive Electric, Inc. of Modesto, CA; Barnum & Celillo Electric, Inc. of Sacramento, CA; and Pullman Construction Inc. of Middletown, CA. The bids ranged from \$273,716 to \$498,900 for the base bid.

Through a blind bid process comprised of three sequestered team members, it was determined the lowest responsible bid from Collins Electrical Company, Inc. of Stockton, California. The bid alternate included in the bid documents, which is not recommended, was to provide a large capacity 450 Kilowatt (KW). The estimated cost for this alternate was \$200,675. The bid alternates ranged from \$370,000 to \$461,143. Staff does not recommend awarding the bid alternate and the basis of award was the base bid only.

At this time, the Chief Executive Office is returning to the Board for approval to award a construction contract for the emergency power system improvements at the Stanislaus County Honor Farm to Collins Electrical Company, Inc., for the lump sum amount of \$273,716. The lowest responsible bid of \$273,716 is within the budget previously approved by the Board.

The Board previously approved funding of \$53,073 in Public Facility Fees through the design phase of the project. The total project cost with the current bid is \$412,642. This is substantially less than the projected construction cost of \$451,500, and projected project cost of \$610,000 estimated for this project in

Approval to Award the Construction Contract for the Emergency Power System Improvements at the Stanislaus County Honor Farm Facilities to the Lowest Responsible Bidder, Collins Electrical Company, Inc.-Chief Executive Office  
Page 3

March 2009. The project is completely funded by Public Facility Fees (PFF) approved by the PFF Committee on May 15, 2008.

At this time, staff is recommending that the Board approve the use of Public Facility Fees and to direct the Auditor-Controller to increase appropriations in the amount of \$359,569 from Public Facility Fees (PFF) for this Capital Project budget as detailed in the attached Budget Journal form for the construction phase of the project.

This project was considered by the Board of Supervisors on May 20, 2008, and is listed in the Final Fiscal Year 2007-2008 Stanislaus County Capital Improvement Plan: Honor Farm Facility Emergency Backup Power, Project Number 2002.352.

**DISCUSSION:**

The Stanislaus County Honor Farm was constructed in the 1960's and is situated on the San Joaquin River near Grayson. The Honor Farm is a minimum-security facility for sentenced and qualifying un-sentenced adult male inmates. The existing emergency power distribution is limited to strictly command and control functions within the administration/cafeteria building. The emergency power supply consists of a Kohler diesel generator to power the "bare essentials" (i.e., interior lighting, radio and security equipment) within the building. In the event of a utility outage, all other buildings, including the barracks, area/security lighting, the domestic well pump, and sewer treatment plant are inoperable.

In June of 2007, the Board of Supervisors approved the Needs Assessment and Master Plan for the Public Safety Center. This report outlined the current and future facility, staffing and operational needs and cost estimates for expanded jail and law enforcement facilities at the County's Public Safety Center and future replacement of the Men's Jail and Honor Farm. The plan also outlines future jail expansion beyond 2010 and future closure of the Honor Farm and Downtown Jail. The initial plan done in 2007 suggested the full jail expansion would cost in excess of \$210.5 million in one-time construction/facility costs with an additional \$17.3 million in on-going staffing and operational costs. Considering the current economy, there is no adequate funding source to expand and replace all the facilities identified in the Needs Assessment Reports. Despite the current budget and economic conditions, it may be important to continue to focus on solutions that will realistically meet the County's needs, using a phased approach by maintaining and extending the life of certain existing facilities until the economic conditions improve.

In March 2008, the County contracted with Greg E. Miller and Associates, Inc. to conduct a study to analyze and further define and identify specific areas and critical functions performed within the facility which require emergency power

during an extended electrical power disruption. The study also encompasses an analysis of the existing emergency power system as well as various buildings and activities identified by staff as requiring emergency power. The existing emergency power distribution is strictly located at the control central building. In the event of a utility outage, all other buildings, including the barracks, and area/security lighting is inoperable as well as the domestic well pump and sewer treatment plant.

The needs for emergency power were identified by staff at the outset of the review and analysis. The loads/existing electrical services are outlined as follows:

1. Detention Barracks: A total of 3 barrack buildings served from the 1200A main switchboard; the entire building's electrical system should be connected onto emergency power.
2. Area Security Lighting: Various County owned poles with floodlights circle the entire compound area and is served from the 1200A main switchboard. Currently there is no exterior security lighting on emergency power.
3. Control Central Building: Currently has limited emergency power however additional support function such as the kitchen, offices, etc. are inoperable during an outage; this building is served from the 1200A main switchboard.
4. Medical Building: Inmate medical functions should be on emergency power; this building is served from the 1200A main switchboard.
5. Clothing Building: Inmate laundry/commissary functions should be on emergency power; this building is served from a 200A service from the Staff Break Building.
6. Staff Break Building: Staff break room facilities should be on emergency power; served from its own 200A service.
7. Staff Locker Building: Staff locker facilities should be on emergency power; this building is served from the 400A switchboard near maintenance.
8. Main Security Gate Entrance: The main gate is inoperable and a guard must manually operate the gate; the point of connection is unknown.  
Emergency Power Systems Improvements
9. Domestic Well Pump: Domestic well supply should be on emergency power; this facility has its own service.
10. Sanitary Sewer Treatment Plant: Sanitary system should be on emergency power; this facility has its own service.

It should be noted the largest obstacle associated with this project is developing a centralized emergency power system that consolidates different utility feeds,

establishing new means of distribution, all the while maintaining full operations during construction.

The total estimated cost of the project is \$412,642 to connect emergency power at the Stanislaus County Honor Farm.

The contract duration to Collins Electrical is 180 calendar days. Staff expects completion of this project to be in December 2009.

**POLICY ISSUES:**

The project will continue the Board of Supervisors goal to provide *A safe community*.

**STAFFING IMPACT:**

Existing Chief Executive Office Capital Project and Sheriff's Office staff will work collaboratively to implement the improvements at the Stanislaus County Honor Farm.

# County of Stanislaus: Auditor-Controller

## Legal Budget Journal

Database  
Set of Books

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

<b>Balance Type</b>	Budget	
<b>Category</b>	* List - Text Budget - Upload	
<b>Source</b>	* List - Text	
<b>Currency</b>	* List - Text USD	
<b>Budget Name</b>	List - Text LEGAL BUDGET	
<b>Batch Name</b>	Text	
<b>Journal Name</b>	Text CEO ML JV104861 5/11/09	
<b>Journal Description</b>	Text Honor Farm Emergency Power	
<b>Journal Reference</b>	Text	
<b>Organization</b>	List - Text Stanislaus Budget Org	

Upl	Fund	Org	Acc't	GL Proj	Loc	Misc	Other	Debit		Credit		Period	Line Description
								incr appropriations	decr est revenue	decr appropriations	incr est revenue		
4	7	5	7	6	6	5		(format > number > general)		Upper case	MMM-YY	Text	
Pb	2056	0061127	62400	0000000	000000	000000	000000	500.00				MAY-09	Misc Expense
Pb	2056	0061127	62400	0000000	000000	000000	000000	2,535.00				MAY-09	Owner Contingency
Pb	2056	0061127	62600	0000000	000000	000000	000000	500.00				MAY-09	Office Supplies
Pb	2056	0061127	62630	0000000	000000	000000	000000	2,500.00				MAY-09	Outside Printing Svcs
Pb	2056	0061127	62730	0000000	000000	000000	000000	50.00				MAY-09	Postage Exp
Pb	2056	0061127	63430	0000000	000000	000000	000000	4,967.00				MAY-09	Other Design Consultants
Pb	2056	0061127	64150	0000000	000000	000000	000000	9,933.00				MAY-09	Code Req Testing Firms
Pb	2056	0061127	64220	0000000	000000	000000	000000	8,939.00				MAY-09	Arch & Eng Fees
Pb	2056	0061127	64600	0000000	000000	000000	000000	18,624.00				MAY-09	Construction Manager
Pb	2056	0061127	73780	0000000	000000	000000	000000	9,933.00				MAY-09	I/F Inspection Fees
Pb	2056	0061127	80300	0000000	000000	000000	000000	273,716.00				MAY-09	Construction- New
Pb	2056	0061127	80570	0000000	000000	000000	000000	27,372.00				MAY-09	Design & Contr Contin
Pb	2056	0061127	46615	0000000	000000	000000	000000			359,569.00		MAY-09	PFF Detention Revenue

**Totals:** 359569      359569

**Explanation:** Award the construction contract for the Emergency Power System Improvements at the Stanislaus County Honor Farm

<b>Requesting Department</b>		<b>CEQ</b>	<b>Data Entry</b>		<b>Auditors Office Only</b>	
Signature	Signature		Keyed by	Prepared By	Approved By	
5/13/09	5/15/09		Date	5/11/2009	5/13/09	
Date	Date		Date	Date	Date	



May 6, 2009

Honor Farm Emergency Power  
Fund 2056 Org 0061127

	DESCRIPTION	BUDGET	Bdgted as of 5/6/09	
			Cost Thru Design	Bdgt Jml 5/7/2009
Services & Supplies				
62400	Misc Expenses	\$ 500.00	\$ -	\$ 500.00
62400	Owner Contingency	\$ 10,141.35	\$ 7,606.01	\$ 2,535.34
62600	Office Supplies	\$ 500.00	\$ -	\$ 500.00
62630	Outside Printing Services	\$ 2,500.00	\$ -	\$ 2,500.00
62730	Postage	\$ 50.00	\$ -	\$ 50.00
63000	Professional & Special Services	\$ -	\$ -	\$ -
63090	Accounting, & Finance	\$ -	\$ -	\$ -
63110	Outside Auditing	\$ -	\$ -	\$ -
63120	Programming	\$ -	\$ -	\$ -
63256	Contracts - Consultants	\$ -	\$ -	\$ -
63400	Engineering Services	\$ -	\$ -	\$ -
63430	Other Design Consultants (Acoustics, Lighting, etc	\$ 4,966.50	\$ -	\$ 4,966.50
63500	Security Services	\$ -	\$ -	\$ -
63640	Legal Fees	\$ -	\$ -	\$ -
64100	Abatement & Demo Consultant	\$ -	\$ -	\$ -
64150	Code Required Testing Firms	\$ 9,933.00	\$ -	\$ 9,933.00
64200	Moving / Relocation Expenses	\$ -	\$ -	\$ -
64210	Inspectors	\$ -	\$ -	\$ -
64220	Arch & Engr Fees	\$ 44,698.50	\$ 35,758.80	\$ 8,939.70
64600	Construction Manager	\$ 24,832.50	\$ 6,208.13	\$ 18,624.38
64631	Geotechnical Services	\$ -	\$ -	\$ -
64720	Consulting Services	\$ -	\$ -	\$ -
65000	Publications & Legal Notices	\$ 2,500.00	\$ 2,500.00	\$ -
65300	Rents & Leases	\$ -	\$ -	\$ -
65920	Meeting Allowance	\$ -	\$ -	\$ -
66020	Environmental Impact Reports	\$ -	\$ -	\$ -
66040	Abatement & Demolition	\$ -	\$ -	\$ -
66210	Building Permits	\$ 1,000.00	\$ 1,000.00	\$ -
67040	Other Travel Expenses	\$ -	\$ -	\$ -
67200	Infrastructure (Streets & Traffic, Utility Service)	\$ -	\$ -	\$ -
67230	Utility Connections (Fees Charged by Utility Companies)	\$ -	\$ -	\$ -
	Subtotal Services And Supplies	\$ 101,621.85	\$ 53,072.94	\$ 48,548.91
73511	Govt Fund Bill Auditor	\$ -	\$ -	\$ -
73512	Govt Fund Bill Purchasing	\$ -	\$ -	\$ -
73580	PW Engineering Services	\$ -	\$ -	\$ -
73780	Inspection Fees	\$ 9,933.00	\$ -	\$ 9,933.00
74020	Long Distance Calls	\$ -	\$ -	\$ -
74030	Non Systems Charges	\$ -	\$ -	\$ -
74080	Central Services Printing	\$ -	\$ -	\$ -
74090	Quick Copy Services	\$ -	\$ -	\$ -
74100	Mail Room Postage Meter	\$ -	\$ -	\$ -
74110	Mail Room Services	\$ -	\$ -	\$ -
74130	Data Processing Services	\$ -	\$ -	\$ -
74190	Pickup & Delivery	\$ -	\$ -	\$ -
74370	Stores Office Supplies	\$ -	\$ -	\$ -
74790	Centrex Calls Costing	\$ -	\$ -	\$ -
	Subtotal	\$ 9,933.00	\$ -	\$ 9,933.00
Structures and Improvements				
80000	Land Costs	\$ -	\$ -	\$ -
80020	Site Clearing & Preparation	\$ -	\$ -	\$ -
80300	Construction	\$ 273,716.00	\$ -	\$ 273,716.00
80310	Construction	\$ -	\$ -	\$ -
80311	On Site Improvements	\$ -	\$ -	\$ -
80312	Sitework	\$ -	\$ -	\$ -
80315	Surveys	\$ -	\$ -	\$ -
80315	Surveys & Investigations	\$ -	\$ -	\$ -
80355	Signage & Graphics	\$ -	\$ -	\$ -
80570	Design & Construction Contingency	\$ 27,371.60	\$ -	\$ 27,371.60
80610	Data & Communication	\$ -	\$ -	\$ -
80670	Art In Public Places	\$ -	\$ -	\$ -
81000	Equipment	\$ -	\$ -	\$ -
82130	Furniture, Fixtures, & Equip	\$ -	\$ -	\$ -
82130	Office Equipment	\$ -	\$ -	\$ -
82570	Computer Equipment	\$ -	\$ -	\$ -
83990	Alarm / Security Systems	\$ -	\$ -	\$ -
84191	Fences	\$ -	\$ -	\$ -
	Subtotal Structures and Improvements	\$ 301,087.60	\$ -	\$ 301,087.60
Land Acquisition				
	Site Selection	\$ -	\$ -	\$ -
	Real Estate Assessment & Legal Fees	\$ -	\$ -	\$ -
	Subtotal Land Acquisition	\$ -	\$ -	\$ -
	<b>TOTAL EXPENDITURES</b>	<b>\$ 412,842.45</b>	<b>\$ 53,072.94</b>	<b>\$ 359,569.51</b>
46615	PFF Revenue			\$ 359,569.00



Stanislaus County Capital Projects  
1010 10<sup>th</sup> Street, Suite 6800, Modesto, CA 95354  
Phone: (209) 525-4380 FAX: (209) 525-4385

BOARD OF SUPERVISORS

**TRANSMITTAL**

2009 MAY 29 PM 4:26

**TO:** Philip J. Asborno, Secretary-Treasurer  
Collins Electrical Company, Inc.  
611 W. Fremont Street  
Stockton, CA 95203

**SUBJECT:** Honor Farm Emergency Power System

**DATE:** 05/29/09

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           |

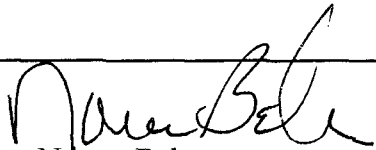
COPIES	DATE	DESCRIPTION
1	5/19/09	Fully-executed Contract.

**REMARKS:**

For your records.

*Note to Board:* Approved by the Board on May 19, 2009 Item B-19.

**COPIES:** Patricia Hill Thomas (Copy)  
Liz King, Board (Original + Copy)  
Tom Flores, Auditor (Copy + Contract Cover Sheet & Original Contract for Purchasing)  
File X 2.1.1 (1545)  
File X 15.67.5.3

**SIGNED:**   
Norma Baker

**AGREEMENT**

THIS AGREEMENT, dated this 19<sup>th</sup> day of May, 2009, by and between Collins Electrical Company, Inc. ("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.

2009-338

WHEREAS, County, by its Resolution No. B-19 adopted on the 19<sup>th</sup> day of May, 2009 awarded to Contractor the following Contract:

**MEN'S HONOR FARM  
EMERGENCY BACK UP POWER**

at

**8224 W. GRAYSON ROAD  
MODESTO, 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 Base Bid Work specified in the Contract Documents, in accordance with the Specifications, Construction Documents (as defined in Section 01100, Summary of Work), and all other terms and conditions of the Contract Documents.
- 1.2 The County elected **not** to award Alternate No. 1 under this contract

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

- 2.1 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.
- 2.2 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 **180 Calendar 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 Five Hundred dollars (\$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 Five Hundred dollars (\$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 County shall pay Contractor the Lump Sum of Two Hundred Seventy-Three Thousand Seven Hundred Sixteen Dollars (\$273,716.00) for completion of Work in accordance with Contract Documents as set forth in Contractor's Proposal, 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 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 00821	Supplementary Conditions – Insurance
Document 00910	Addenda 1 and 2
Specifications	Divisions 1 through 16
Design Drawings	
Approved Proposal	

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).

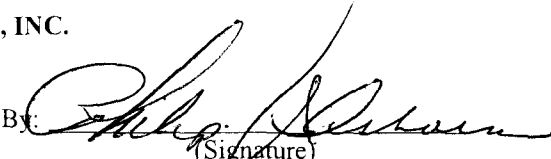
7.8 This Agreement and the Contract Documents shall be deemed to have been entered into in the County of Stanislaus, State of California, and governed in all respects by California law (excluding choice of law rules). The exclusive venue for all disputes or litigation hereunder shall be in Stanislaus 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: COLLINS ELECTRICAL COMPANY, INC.**

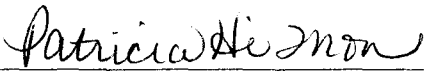
By: \_\_\_\_\_  
(Signature)

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

By:   
(Signature)


Philip J. Asborno,  
Its: Secretary-Treasurer  
Title (If Corporation: Secretary, Assistant Secretary, Chief Financial Officer or Assistant Treasurer)

**COUNTY: COUNTY OF STANISLAUS**

By:   
(Signature)

Patricia Hill Thomas  
\_\_\_\_\_  
(Print Name)

Chief Operations Officer  
\_\_\_\_\_  
(Title)

Attest:   
Secretary

Teresa Vander Veen  
\_\_\_\_\_  
(Print Name)

APPROVED AS TO FORM AND LEGALITY

THIS 10 DAY OF May, 2009

By:   
John P. Doering, County Counsel

COUNTY RESOLUTION NO. 2009-338

END OF DOCUMENT



**collins electrical company inc.**

Authorized **TEGG** Provider  
SERVICE

Electrical Contractors  
Since 1928

611 W. Fremont St., P.O. Box 1609

Stockton, CA 95201

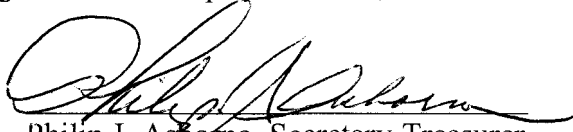
Fax (209) 466-3146

Phone (209) 466-3691

Collins Electrical Company, Inc.

CORPORATE RESOLUTION AUTHORIZING EXECUTING OF DOCUMENTS

Whereas, it is in the best interest of this corporation to designate Philip J. Asborno to be an authorized signer for this corporation now, therefore be it resolved, that the following named officer:

  
Philip J. Asborno, Secretary-Treasurer

of this corporation be, and hereby is authorized, directed and empowered, for and on behalf of and in the name of this corporation:

- A. To sign and execute all proposals, contracts and bonds as may be required by the Owner and/or the Architect for a proposed project.

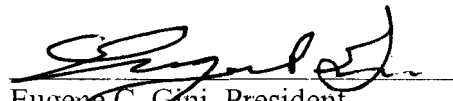
Resolved further, that the President of this corporation is hereby authorized and directed to execute, acknowledge and deliver a copy of this resolution to the Owner and any other person or agency which may require copies of this resolution and that the certification of the Secretary as to the signature of the above named officer will be binding on this corporation.

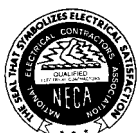
---

I, Eugene C. Gini, President of Collins Electrical Company, Inc., a corporation duly organized and existing under the laws of the State of California, do hereby certify that the foregoing is a full, true and correct copy of certain resolutions of the Board of Directors of said corporation, duly and regularly passed and adopted at a meeting of the Board of Directors of said corporation which was duly and regularly called and held on March 9, 2001, at which meeting a quorum of the Board of Directors of said corporation was at all times present and acting, or was a resolution adopted by the board by written consent on March 9, 2001.

I further certify that said resolution is still in force and effect and has not been amended or revoked and that the specimen signatures appearing above are the signatures of the officers authorized to sign for this corporation by virtue of said resolution.

In witness whereof, I have hereunto set my hand as such President and affixed the corporate seal of said corporation on December 4, 2008.

  
Eugene C. Gini, President



**BID FORM**

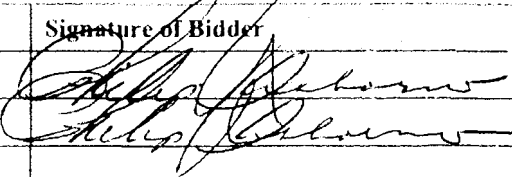
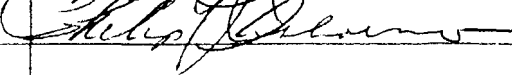
TO THE COUNTY OF STANISLAUS

THIS BID IS SUBMITTED BY:

Collins Electrical Company, Inc., A California Corporation  
(Firm/Company Name)

Re: Men's Honor Farm Emergency Back Up Power Project at 8224 W. Grayson Road, Modesto, California

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 and Document 00200 (Instruction to Bidders), including, without limitation, those dealing with the disposition of Bid Security. This Bid will remain subject to acceptance for 120 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
Addendum No. 1	4-16-09	
Addendum No. 2	4-22-09	

- (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:

**SCHEDULE OF BID PRICES**

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

ITEM	DESCRIPTION	TOTAL
1.	Base Bid	\$ 273,716. <sup>00</sup>

Total Bid Price:

*Two hundred seventy three thousand seven hundred sixteen and ~~no~~*  
 (Words)

	ALTERNATE		TOTAL
2.	Alternate No. 1: In lieu of the gen-set requirements described within Specification Section 16231, the Contractor shall provide the net cost add to provide and install the gen-set as described in Section 16231ALT.		\$ 169,489. <sup>00</sup>

3. Subcontractors for work included in all Bid items are listed on the attached Document 00430 (Subcontractors List).
4. The undersigned Bidder understands that County reserves the right to reject this Bid.
5. 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 (Instruction to Bidders) 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).
6. Notice of Award or request for additional information may be addressed to the undersigned Bidder at the address set forth below.
7. The undersigned Bidder 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 00200 (Instruction to Bidders), in the amount of ten percent (10%) of the Total Bid Price and made payable to "County of Stanislaus."
8. The undersigned Bidder 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 Bidder acknowledges that the County has reserved the right to delay or modify the commencement date. The undersigned Bidder 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 Bidder will be required to cooperate with such other work in accordance with the requirements of the Contract Documents.
9. The undersigned Bidder 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).



10. The names of all persons interested in the foregoing Bid as principals are:

**IMPORTANT NOTICE:** If Bidder 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 Bidder or other interested person is an individual, give first and last names in full.

**NAME OF BIDDER:** Collins Electrical Company, Inc., A California Corporation

licensed in accordance with an act for the registration of Contractors, and with license number: 115427

A, B, C10 & C31 Expiration: Nov. 30, 2010

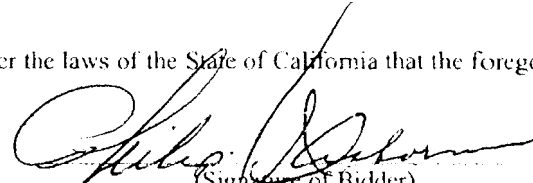
California  
(Place of Incorporation, if Applicable)

Eugene C. Gini - President  
(Principal)

Philip J. Asborno - Sec.-Treas.  
(Principal)

Brian C. Gini - Vice Pres./Br. Mgr.  
(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 Bidder)

Philip J. Asborno, Sec.-Treas.

**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:** Collins Electrical Co., Inc., A Ca. Corp.  
Corporate Office  
611 W. Fremont St., Stockton, CA 95203  
Branch Office  
125 Tuolumne Blvd. Modesto, CA 95354

**Contractor's Representative(s):** Eugene C. Gini - President  
(Name/Title)  
Philip J. Asborn, Sec.-Treas.  
(Name/Title)  
Brian C. Gini, Vice Pres./Br. Mgr.  
(Name/Title)

**Officers Authorized to Sign Contracts** Eugene C. Gini - President  
(Name/Title)  
Philip J. Asborn, Sec.-Treas.  
(Name/Title)  
Brian C. Gini, Vice Pres./Br. Mgr.  
(Name/Title)

**Telephone Number(s):** Corp. 209 466-3691  
(Area Code) (Number)  
Mod. 209 524-6641  
(Area Code) (Number)

**Fax Number(s):** Corp. 209 466-3146  
(Area Code) (Number)  
Mod. 209 521-6629  
(Area Code) (Number)

**Date of Proposal:** May 4, 2009

END OF DOCUMENT

DOCUMENT 00630

### GUARANTY

TO: The County of Stanislaus ("County"), for construction of the MEN'S HONOR FARM EMERGENCY BACK UP POWER located at **8224 W. GRAYSON 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 of 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 Final Acceptance of 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 or 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 of 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 equipment, material, 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 this Agreement shall have the meanings set forth in the Contract Documents, including, without means of limitation, Document 00700 (General Conditions) and Section 01420 (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 the 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: May 28, 2009

Collins Electrical Company, Inc.  
Contractor's name

By: *Brian C. Gunt*  
Signature

Brian C. Gunt  
Print Name

Vice President / Branch Manager  
Title

125 Tuolumne Blvd  
Street Address

Modesto, CA 95354  
City, State, Zip code

END OF DOCUMENT

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

**TRANSMITTAL**

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

**SUBJECT: STANISLAUS COUNTY CAPITAL PROJECTS**

**DATE: 5/22/2009**

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	5/21/09	Fully-executed Work Authorization No. 18A for the Honor Farm E-Power Project to adjust PO 82906.

**REMARKS:**

For your records.

*For Eourd Item # -14 of 5-19-09*

COPIES: Patricia Hill Thomas (Copy)  
Mark Loeser (Copy)  
Liz King, BOS (Original)  
Tom Flores, Auditor (Original + Copy)  
File X 2.1.1 (1538)  
File X 5.6.2  
File X 15.67.6

SIGNED: *Teresa Vander Veen*  
Teresa Vander Veen

**PHEMISTER CONSTRUCTION MANAGEMENT, INC.**

**WORK AUTHORIZATION NO. 18A  
FOR SPECIAL SERVICES  
MEN'S HONOR FARM EMERGENCY BACK UP POWER, MODESTO**

1. This Work Authorization No. 18A is entered into effective May 19, 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: May 19, 2009 to January 31, 2010.

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.

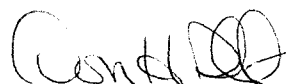
7. Funding Source: Approved by the Board on May 19, 2009, Item B-19.

8. NOT TO EXCEED: \$14,000.00

\$ 3,911.00 (Work Authorization 18)  
\$14,000.00 (Work Authorization 18A)  
TOTAL: \$17,911.00

Dated: May 19, 2009

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

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