

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

DEPT: Chief Executive Office

BOARD AGENDA # *B-1

Urgent

Routine

AGENDA DATE December 14, 2010

CEO Concurs with Recommendation YES NO
(Information Attached)

4/5 Vote Required YES NO

SUBJECT:

Approval to Award the Construction Contract for Phase III Tenant and Site Improvements at the Nick W. Blom Salida Regional Library to Menghetti Construction, Inc. of Modesto, California

STAFF RECOMMENDATIONS:

1. Approval to award the construction contract for Phase III tenant and site improvements at the Nick W. Blom Salida Regional Library to Menghetti Construction, Inc. of Modesto, California, for the lump sum amount of \$1,689,000.
2. Authorize the Project Manager to issue a Notice to Proceed upon receipt of proper insurance and bonds.

(Continued on Page 2)

FISCAL IMPACT:

On August 31, 2010, the Board of Supervisors approved the plans and specifications for the Phase III tenant and site improvements at the Nick W. Blom Salida Regional Library. The design phase was estimated not to exceed \$226,359. The Phase III tenant and site improvements were estimated to cost between \$2.5 million to \$ 3 million, funded by Library Fund 2009 fund balance of \$1.2 million, which is composed of dedicated funds from the original Certificate of Participation 2004B borrowing for the project, and up to \$1.7 million from Library Public Facility Fees (PFF).

(Continued on Page 2)

BOARD ACTION AS FOLLOWS:

No. 2010-746

On motion of Supervisor O'Brien, Seconded by Supervisor Monteith
and approved by the following vote,

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

Noes: Supervisors: None

Excused or Absent: Supervisors: None

Abstaining: Supervisor: None

1) X Approved as recommended

2) _____ Denied

3) _____ Approved as amended

4) _____ Other:

MOTION:

ATTEST:

Christine Ferraro
CHRISTINE FERRARO TALLMAN, Clerk

File No.

STAFF RECOMMENDATIONS: (Continued)

3. Authorize the Project Manager to take the routine actions necessary to manage the construction phase of the project including construction management, professional services, and other project related expenses as necessary to manage the project as long as the costs are within Project Budget approved by the Board of Supervisors.
4. Direct the Auditor-Controller to increase appropriations and estimated revenue by \$2,201,188 for this effort as detailed in the attached Budget Journal form.

FISCAL IMPACT: (Continued)

Funding for the project comes from dedicated funding that can only be used for capital improvements and may not be used to fund ongoing operational costs. There are no General Funds recommended for this project.

Previously, the Board of Supervisors authorized the call for bids for Phase III tenant and site improvements at the Nick W. Blom Regional Library.

On October 6, 2010, eight bids were received from the following contractors: JHK Construction of Escalon, California; Bobo Construction of Elk Grove, California; S & H Construction of Fremont, California; Diede Construction of Lodi, California; SW Allen Construction of Sacramento, California; Menghetti Construction of Modesto, California; Davis Moreno Construction of Fresno, California; and Applegate Johnston Construction of Modesto, California.

The bids ranged from \$1,677,650 to \$2,030,000. Also submitted were prices for the following five deductive bid alternates: delete installation of the primer and sealer on the parking lot, delete installation of cabinets and sink in break room, delete installation of a skylight in the break room, delete installation of a boiler, and delete installation of separate air conditioning units and controls in the community room. The bid alternates ranged from (\$390) to (\$90,500). The basis of the award was the base bid only. Staff does not recommend awarding any of the deductive bid alternates.

At this time, the Chief Executive Office is returning to the Board of Supervisors for approval to award a construction contract to Menghetti Construction for the lump sum amount not to exceed \$1,689,000 for the Nick W. Blom Salida Regional Library Phase III tenant and site Improvements. With the Board of Supervisors approval of the construction contract, the total project budget recommended is \$2,427,547, which is below the original estimates of \$2.5 to \$3.0 million to complete the Phase III tenant and site improvements at the Nick. W. Blom Salida Regional Library. Menghetti Construction is recommended by staff as the lowest responsible bidder for the project as a result of an extensive due diligence process conducted since receiving the bids for this project.

DISCUSSION:

Project Background

The Board of Supervisors adopted the Library Facilities Master Plan in 2001, which recommended the construction of Nick W. Blom Salida Regional Library. As a part of that master plan, the Board approved the purchase of the 56,000 square-foot former Breuner's furniture building at 4835 Sisk Road to be remodeled into the new Nick W. Blom Salida Regional Library and Community Facility.

On September 18, 2001, the Board of Supervisors authorized the purchase of this former Breuner's furniture building. At that time, it was determined the acquisition and remodeling of the former building was less expensive compared to acquisition and development of a new library site.

The acquisition and Phase I and Phase II library improvements were completed at a cost to date of \$7.4 million which was funded through a combination of bond proceeds and tobacco settlement funds. Phase III tenant and site improvements were planned for a future date following the completion of the construction of the 12th Street Office Building and Parking Garage; Paradise Medical Office Remodeling Project, and the Gallo Center for the Arts.

The Board had previously authorized the use of \$3,470,000 in Public Facilities Fees for the Salida Library Project and this amount was transferred into the project budget. In June of 2009, \$2,482,722 was deposited back into the Library Public Facility Fee fund from bond proceeds to reimburse PFF for Phase I and II renovations. It was recommended that the use of PFF funds for Phase III come as a separate request to the PFF Committee. On November 19, 2009, the PFF Committee reviewed the request and approved the use of up to \$1.7 million in Library PFF for Phase III tenant and site improvements at the Nick W. Blom Salida Regional Library.

Phase III Tenant and Site Improvements and Existing Facility Challenges

The existing heating and air conditioning system (HVAC) has outlived its useful service life. The system is energy inefficient and needs to be replaced. The system breaks down frequently and requires ongoing maintenance that is costly.

The parking lot surface has deteriorated to the point that it can no longer be patched. The area drains are old; they clog frequently, which cause lakes to form around them during the slightest rain storm.

The staff restrooms need to be repaired and brought up to current codes and standards. Several rooms need to be finished (i.e., ceilings, walls and carpet) that were left unfinished due to lack of funding during the Phase I remodel.

Improvements to the parking lot are related to the State Route 219 Widening Project. On April 17, 2007, the Board approved a right-of-way contract with the State of California for the purchase of 0.12 acres of right-of-way in front of the Nick W. Blom Salida Library, for the sum of \$197,000. Proceeds from the purchase were recommended to be allocated towards the needed parking lot, landscape and lighting improvements.

The staff restrooms are currently not useable. The staff is currently using the public restrooms in the main lobby. The unfinished rooms currently used by staff and patrons need to be finished for climate control and sound control.

The Nick W. Blom Salida Regional Library Tenant and Site Improvement Project Phase III objectives will address each of the deficiencies as outlined below.

Phase III Objectives

The major objectives to be completed during Phase III include the following:

- Design and Remodel existing staff restrooms and break room;
- Design and Remodel basic improvements to a portion of the main building lobby and space designated as a future café/vendor area;
- Complete Site Improvements to include landscaping and irrigation;
- Complete Parking Lot Improvements;
- Add Canopy at entry doors to future tenant area;
- Repair or replace the HVAC system; and
- Repair Entry Canopy

Architectural Design Services

On April 6, 2010, the Board approved a contract for professional architectural design services for the development of a comprehensive scope of work for Phase III tenant and site improvements at the Nick W. Blom Salida Library to Pacific Design Associates, Inc. The bid documents prepared by Pacific Design have been reviewed by Capital Projects and Library staff, Code Reviewers, and the Fire Marshal. Pacific Design Associates, Inc. has employed an independent cost estimating firm, and the probable cost of construction is estimated to be within the project budget.

For cost control, the bid documents included five (5) deductive bid alternates. The recommended alternates included the following:

1. Delete the primer and sealer for the parking lot;
2. Delete the cabinets and sink in the break room; rough-in plumbing to remain;

Approval to Award the Construction Contract for Phase III Tenant and Site Improvements at the Nick W. Blom Salida Regional Library to Menghetti Construction, Inc., of Modesto, California

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3. Delete the skylight in the break room including the associated framing, roofing, ceiling, etc;
4. Delete the boiler; and
5. Delete the separate A/C units and controls for the community room and connect the existing duct work to the main system.

Project Bid and Award

At this time, the Chief Executive Office is returning to the Board of Supervisors to recommend the award of a construction contract to Menghetti Construction for the lump sum amount not to exceed \$1,689,000 for the Nick W. Blom Salida Regional Library Phase III tenant and site Improvements. With the Board of Supervisors approval of the construction contract, the total project budget recommended is \$2,427,547, which is below the original estimates of \$2.5 to \$3.0 million to complete the Phase III tenant and site improvements at the Nick. W. Blom Salida Regional Library.

As noted earlier in this report, eight bids were received on October 6, 2010. Through a blind bid process comprised of five sequestered team members, the *apparent* lowest bidder was S & H Construction of Fremont California. The County is required to carefully perform its due diligence in researching the responsibility of each bid received in order to recommend a construction contract award to the Board of Supervisors. It is the County's staff role to recommend the lowest *responsible* bidder. In order to be determined responsible, the following seven criteria must be evaluated in accordance with bid documents:

1. Performance Schedules
2. Financial Resources
3. Performance Record
4. Integrity and Ethics
5. Construction Machinery
6. Organization Skills
7. Other Qualifications

After performing the County's due diligence with respect to bids received for the project, on November 17, 2010, the Project Manager notified S&H Construction about concerns in the record and identified during the due diligence period . The sole focus of this was to determine the lowest responsible bidder in order to prepare a recommendation for the Board of Supervisors. The County set a deadline of November 29, 2010, at 5:00 p.m. for S & H Construction to respond to the County's concerns and no response was received. Counsel has subsequently confirmed with S&H Construction that they do not intend to further pursue this project. The County has confirmed this in a written letter further indicating the County intended to recommend that the Board of Supervisors award this project to the next lowest responsible bidder.

The bid documents, Document 00200 Instruction to Bidders paragraph 13.1, allows, "If any Apparent Low Bidder is determined to be non-responsive or non-responsible, County may proceed to the next Apparent Low Bidder's Bid pursuant to any procedures determined in its reasonable discretion, and proceed for all purposes as if this Apparent Low Bidder were the original Apparent Low Bidder."

On November 30, 2010, the County contacted the next lowest responsible bidder, Menghetti Construction of Modesto, California, to inquire whether Menghetti would be willing to extend the time for the County to accept its bid by one month. Menghetti Construction assented and County staff confirmed this agreement in writing on November 30, 2010.

Additionally, staff notified the four apparent low bidders by letter on November 30, 2010, that it intended to recommend an award to the second apparent low bidder, Menghetti Construction. Staff requested that any protests to this award be sent to the County in accordance with the bid protest timeline in paragraph 15 of Document 00200 Instruction to Bidders of the bid documents. No protests were received by the deadline of Tuesday, December 7, 2010, at 3:30 p.m.

Phase III Outcomes

Upon completion, replacement of the HVAC system is anticipated to create energy savings, which will reduce operating costs for the facility. Phase III renovations will also provide for the structural repair work to the existing canopy and exposed beams at the entry, and repair some of the very old and deteriorating sewer waste lines within the building. These recommended actions will allow the library to function more efficiently, provide comfort to the staff and patrons, and bring the site and building up to current code requirements.

Despite the extremely difficult financial times, it is recommended that this repair and improvement project proceed in order to ensure the facility meets the needs of the community in the future. The recommended project funded is dedicated for facilities and is not available to use for operating costs.

POLICY ISSUES:

The Stanislaus County Free Library operates 13 branches for educational and recreational purposes. The Board should consider if approval of the project supports the Board of Supervisors' stated priorities of A Strong Local Economy and Efficient Delivery of Public Services.

Approval to Award the Construction Contract for Phase III Tenant and Site Improvements at the Nick W. Blom Salida Regional Library to Menghetti Construction, Inc., of Modesto, California
Page 7

STAFFING IMPACT:

Existing Chief Executive Office Capital Projects staff, personal services contract staff and construction management staff will assist with the project management and coordination of the project in partnership with the Library staff.

STAFF CONTACT:

Patricia Hill Thomas, Chief Operations Officer. Telephone: (209) 525-6333

County of Stanislaus: Auditor-Controller Legal Budget Journal

Database
Set of Books

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

Balance Type	Budget
Category	* List - Text Budget - Upload
Source	* List - Text AC GL TCF
Currency	* List - Text USD
Budget Name	List - Text LEGAL BUDGET
Batch Name	Text
Journal Name	Text CEO ML JV122139 12/6/10
Journal Description	Text SALIDA LIBRARY BUDGET PHASE 3
Journal Reference	Text Board Order #
Organization	List - Text Stanislaus Budget Org

Upl	Fund	Org	Acc't	GL Proj	Loc	Misc	Other	Debit		Credit		Period	Line Description
								incr appropriations decr est revenue	(format > number > general)	decr appropriations incr est revenue	Upper case MMM-YY List - Text		
4	7	5	7	6	6	5							Text
R	2009	0061100	50120	0004535	000000	000000	000000	52,072.29				DEC-10	Personal Service Contract
R	2009	0061100	50120	0004535	000000	000000	000000	37,158.00				DEC-10	CEO Administration
R	2009	0061100	50120	0004535	000000	000000	000000	1,206.15				DEC-10	Personal Service Contract
R	2009	0061100	62400	0004535	000000	000000	000000	27,986.64				DEC-10	Owner Contingency
R	2009	0061100	62600	0004535	000000	000000	000000	19,230.59				DEC-10	Office Supplies
R	2009	0061100	62730	0004535	000000	000000	000000	500.00				DEC-10	Postage
R	2009	0061100	63430	0004535	000000	000000	000000	4,627.08				DEC-10	Other Design Consultants (A
R	2009	0061100	63640	0004535	000000	000000	000000	5,044.61				DEC-10	Legal Fees
R	2009	0061100	64150	0004535	000000	000000	000000	1,500.00				DEC-10	Code Required Testing Firm:
R	2009	0061100	64210	0004535	000000	000000	000000	37,158.00				DEC-10	Inspectors
R	2009	0061100	64220	0004535	000000	000000	000000	35,595.72				DEC-10	Arch & Engr Fees
R	2009	0061100	64600	0004535	000000	000000	000000	100,154.31				DEC-10	Construction Manager
R	2009	0061100	64631	0004535	000000	000000	000000	18,000.00				DEC-10	Geotechnical Services
R	2009	0061100	66210	0004535	000000	000000	000000	346.00				DEC-10	Building Permits
R	2009	0061100	73511	0004535	000000	000000	000000	500.00				DEC-10	Govt Fund Bill Auditor
R	2009	0061100	73512	0004535	000000	000000	000000	750.00				DEC-10	Govt Fund Bill Purchasing
R	2009	0061100	73516	0004535	000000	000000	000000	959.00				DEC-10	PW Engineering Services
R	2009	0061100	74100	0004535	000000	000000	000000	125.00				DEC-10	Mail Room Postage Meter
R	2009	0061100	74110	0004535	000000	000000	000000	125.00				DEC-10	Mail Room Services
R	2009	0061100	74130	0004535	000000	000000	000000	250.00				DEC-10	Data Processing Services
R	2009	0061100	80300	0004535	000000	000000	000000	1,689,000.00				DEC-10	Construction
R	2009	0061100	80570	0004535	000000	000000	000000	168,900.00				DEC-10	Design & Construction Contin
R	2009	0061100	46615	0004535	000000	000000	000000			1,700,000.00		DEC-10	PFF Trfr In

Totals: 2,201,188.39 1,700,000.00

Explanation:

Requesting Department	CEO	Data Entry	Auditors Office
Signature	Signature	Keyed by	Prepared By
12/8/10	12/10/10		12/8/10
Date	Date	Date	Date

Stanislaus Capital Projects
1010 10th Street, Suite 2300, Modesto, CA 95354
Phone: (209) 525-4380 Fax: (209) 525-4384

TRANSMITTAL

TO: **Menghetti Construction**
5272 Jerusalem Court, Suite A
Modesto, CA 95356

SUBJECT: STANISLAUS COUNTY PROJECTS
REFERENCE: SALIDA REGIONAL LIBRARY, PHASE III

DATE: 1/13/11

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

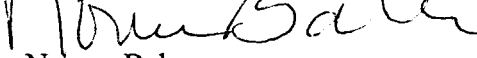
<input type="checkbox"/> Shop Drawings	<input type="checkbox"/> Change Order	<input type="checkbox"/> Specifications
<input type="checkbox"/> Copy of Letter	<input type="checkbox"/> Plans	<input type="checkbox"/> Computer Printout
<input type="checkbox"/> Prints	<input type="checkbox"/> Samples	<input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

COPIES	DATE	DESCRIPTION
1		Fully-executed Contract

REMARKS:

For your records.

COPIES: Patricia Hill Thomas (Copy)
Liz King, Board (Original + Copy)
Tom Flores, Auditor (Copy + Contract Cover Sheet & Original Contract for Purchasing)
File AZ 2.1.1 (91)
File DZ 2.2

SIGNED: 
Norma Baker

DOCUMENT 00520

AGREEMENT

THIS AGREEMENT, dated this **14th** day of **December, 2010**, by and between **Menghetti Construction** ("Contractor"), and the **County of Stanislaus** ("County"), acting under and by virtue of the authority vested in the County by the laws of the State of California.

WHEREAS, County, by its Resolution No. 2010-746 adopted on the 14th day of **December, 2010** awarded to Contractor the following Contract:

**NICK W. BLOM SALIDA REGIONAL LIBRARY
PHASE III, TENANT & SITE IMPROVEMENTS**

at

**4835 SISK ROAD
SALIDA, CALIFORNIA 95368**

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

Article 1. Work

- 1.1 Contractor shall complete all Work specified in the Contract Documents, in accordance with the Specifications, Drawings, and all other terms and conditions of the Contract Documents.

Article 2. Architect/Engineer and Project Manager

- 2.1 **Pacific Design Associates, Inc.** designed the Project and furnished the Plans and Specifications. **Pacific Design 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 240 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 Calendar 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 One Thousand dollars (\$1,000.00) 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 Contract Sum for completion of Work in accordance with Contract Documents as set forth in Contractor's Bid, attached hereto.

[ATTACHMENT]

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 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 00822	Apprenticeship Program
Specifications	Divisions 1 through 16
Drawings listed in Document 00015, List of Drawings	
Addendum No. 1, dated October 1, 2010	

- 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

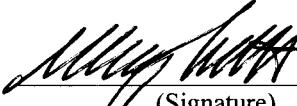
- 7.1 Terms and abbreviations used in this Agreement are defined in Document 00700 (General Conditions) and Section 01420 (References and Definitions) and will have the meaning indicated therein.
- 7.2 It is understood and agreed that in no instance are the persons signing this Agreement for or on behalf 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: MENGHETTI CONSTRUCTION

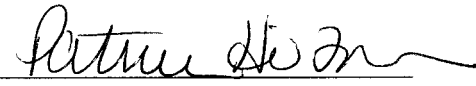
By: 
(Signature)

By: _____
(Signature)

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

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

COUNTY: COUNTY OF STANISLAUS

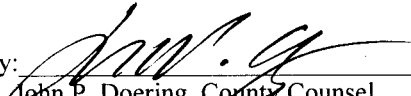
By: 
(Signature)

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

Attest: 
Secretary

Teresa Vander Keen
(Print Name)

APPROVED AS TO FORM AND LEGALITY
THIS 3 DAY OF DECEMBER, 2010

By: 
John P. Doering, County Counsel

COUNTY RESOLUTION NO. 2010-746

END OF DOCUMENT

DOCUMENT 00400

BID FORM

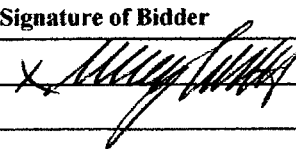
TO THE COUNTY OF STANISLAUS

THIS BID IS SUBMITTED BY:

Menghetti Construction
(Firm/Company Name)

Re: County of Stanislaus **NICK W. BLOM SALIDA REGIONAL LIBRARY PHASE III, TENANT & SITE IMPROVEMENTS** at 4835 SISK ROAD, SALIDA LIBRARY.

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	10-01-2010	X 

- (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:

Nick W. Blom Salida Regional Library
Phase III, Tenant & Site Improvements

Menghetti Construction
CA License # 697651
5272 Jerusalem Court, Suite A
Modesto, CA 95356

Bid Form
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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.

BID ITEM	DESCRIPTION	TOTAL
1.	Base Bid	\$ 1,684,000
2.	Allowance No. 1, Investigation and Repair of an Under Floor Slab Sewer Line.	\$ 5,000.00
	Total Base Bid and Allowance	\$ 1,689,000

Total Base Bid and Allowance Price:

(\$ _____)
(Words)

BID ITEM	ALTERNATE DESCRIPTION	CIRCLE ONE	TOTAL
3.	Alternate No. 1: The price for NOT constructing the parking lot primer and sealer.	Add <input checked="" type="radio"/> Deduct	\$10,000 10,000
4.	Alternate No. 2: The price for NOT furnish and install the skylight in the Break Room, roof demolition and roof repair.	Add <input checked="" type="radio"/> Deduct	\$ 3,000
5.	Alternate No. 3: The price for NOT furnishing and installing the cabinets at the Break Room and Sheriff's Office, including the price for NOT installing the plumbing fixtures. (The rough in plumbing for the fixtures to remain.)	Add <input checked="" type="radio"/> Deduct	\$ 69,000
6.	Alternate No. 4: Delete all work associated with the removal, disposal offsite, and installation of HWB-1 and HWP-1 as described in Spec Section 15150.	Add <input checked="" type="radio"/> Deduct	\$ 48,000
7.	Alternate No. 5: Delete all work associated with the installation HPFC-2, 3 and OHP-2, 3, relocation of VAV-6, purchase of VAV-34, and other work as described in Spec Section 15150.	Add <input checked="" type="radio"/> Deduct	\$ 15,000

BID ITEM	UNIT DESCRIPTION	UNIT	UNIT PRICE
8.	Unit Price for Glue Laminated Timber Repair.	SF	\$ 25

5. Subcontractors for work included in all Bid items are listed on the attached Document 00430 (Subcontractors List).
6. The undersigned Bidder understands that County reserves the right to reject this Bid.
7. 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 documents include, but are not limited to, Document 00520 (Agreement), Document 00610 (Construction Performance Bond), and Document 00620 (Construction Labor and Material Payment Bond), and

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Bid Form
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Insurance Certificates and Endorsement as specified in Document 00821 (Supplementary Conditions – Insurance).

- 8. Notice of Award or request for additional information may be addressed to the undersigned Bidder at the address set forth below.
- 9. 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 (Instructions to Bidders), in the amount of ten percent (10%) of the Total Bid Price and made payable to "County of Stanislaus."
- 10. 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.
- 11. 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).
- 12. 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: Menghetti Construction

licensed in accordance with an act for the registration of Contractors, and with license number: 697651

A & B Expiration: 5/31/2012

California
(Place of Incorporation, if Applicable)

Charlie Menghetti
(Principal)

Darlene Menghetti
(Principal)

(Principal)

Telephone Number of Principal Contact 209-524-2465

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

[Signature]
(Signature of Bidder)
Charlie Menghetti, President

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:

5272 Jerusalem Court
Suite A
Modesto CA 95356

Contractor's Representative(s):

Charlie Menghetti, President
(Name/Title)

(Name/Title)

(Name/Title)

Officers Authorized to Sign Contracts

Charlie Menghetti, President
(Name/Title)
Darlene Menghetti, Sec/Treas.
(Name/Title)

(Name/Title)

Telephone Number(s):

209 - 524 - 2465
(Area Code) (Number)

2
(Area Code) (Number)

Fax Number(s):

209 - 524 - 2495
(Area Code) (Number)

(Area Code) (Number)

Date of Bid:

October 06, 2010

END OF DOCUMENT