

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

DEPT: Public Works *AK*

BOARD AGENDA # *C-3

Urgent ☐

Routine ☒

AGENDA DATE April 17, 2012

CEO Concurs with Recommendation YES ☐ NO ☐
(Information Attached)

4/5 Vote Required YES ☒ NO ☐

SUBJECT:

Approval to Award the Construction Contract for the Non-Potable Water Well Projects at Segesta, Murphy, and Wincanton Parks in County Service Area 10 in Salida to Howk Systems of Modesto, California

STAFF RECOMMENDATIONS:

1. Approve the conditional award of the contract in the amount of \$406,600 to Howk Systems of Modesto, California, for the construction of the Non-Potable Water Well Projects for Segesta, Murphy, and Wincanton Parks subject to receipt of appropriate insurance and bonds.
2. Authorize the Director of Parks and Recreation to execute a contract with Howk Systems, for \$406,600 and to sign necessary documents.
3. Authorize the Director of Parks and Recreation to execute change orders in accordance with Public Contract Code, Section 20137. (Continued on Page 2)

FISCAL IMPACT:

Associated costs to assure the delivery of this project are approximately \$447,260 (\$406,600 contract to Howk System; \$40,660 for contract change orders and contingencies). The project will be fully funded from the Salida Planned Development Fees Park's component, which has a fund balance of \$512,301 as of March 19, 2012. There will be no impact to Stanislaus County General Fund.

NorthStar Engineering Group, Inc. will assist in construction project delivery (Continued on Page 2)

BOARD ACTION AS FOLLOWS:

No. 2012-166

On motion of Supervisor Chiesa, Seconded by Supervisor Withrow
and approved by the following vote,

Ayes: Supervisors: Chiesa, Withrow, Monteith, De Martini, and Chairman O'Brien

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.

Approval to Award the Construction Contract for the Non-Potable Water Well Projects at Segesta, Murphy, and Wincanton Parks in County Service Area 10 in Salida to Hawk Systems of Modesto, California

STAFF RECOMMENDATIONS (continued):

4. Upon project completion, authorize the Director of Parks and Recreation to accept the completed improvements and perform all necessary closeout activities.
5. Authorize the Construction Manager-Jack Leguria, of the Department of Parks and Recreation to issue the "Notice to Proceed" contingent upon receipt of proper insurance and bonds.
6. Direct the Auditor-Controller to make the necessary budget adjustments, per the financial transaction sheet.

FISCAL IMPACT (continued):

services. As of March 1, 2012, NorthStar Engineering Group, Inc. had an existing design contract balance of \$5,378.75 to assist in bidding and limited construction support services.

DISCUSSION:

In December 1988, the Board of Supervisors approved the original Salida Community Plan and created County Service Area 10. This plan encompassed approximately 700 acres of land to be developed for residential, commercial, industrial and public purposes such as neighborhood parks. Funding for this plan comes from Mello-Roos bonds, Environmental Impact Report Mitigation Fees, Transportation Improvement Coordination Fees, and California Department of Transportation Fees, which are deposited in the Salida Planned Development fund.

On April 20, 2010, the Board of Supervisors authorized the design of a project to construct non-potable water wells at Wincanton, Segesta and Murphy Parks within County Service Area 10. Each park will have one, non-potable water well installed, for irrigation use only. Installation of non-potable water wells provides energy savings, resulting in a reduction of utility costs. The benefit cost analysis for this project anticipates the project payback period to be within 10 years.

In June 2010, a contract was awarded to NorthStar Engineering Group, Inc. to develop plans and specifications for Segesta Park Irrigation Well, Murphy Park Irrigation Well and Wincanton Park Irrigation Well (The Non-Potable Water Well Projects).

On January 6, 2012, a Notice of Exemption under California Environmental Quality Act (CEQA) was filed with the County Clerk-Recorder under "General Rule: Exemption: California Environmental Quality Act, Class 3, 15303 (d), New construction of limited small new facilities; installation of small, new equipment and facilities in small structures; and conversion of the use of small existing structures."

On February 7, 2012, the Board of Supervisors approved and adopted the plans and specifications of the Non-Potable Water Wells Projects at Wincanton, Segesta and Murphy Parks, in County Service Area 10 in Salida and directed Public Works staff to publish and post

Approval to Award the Construction Contract for the Non-Potable Water Well Projects at Segesta, Murphy, and Wincanton Parks in County Service Area 10 in Salida to Howk Systems of Modesto, California

the notice inviting bids.

On March 14, 2012, two bids were received, publicly read, and opened. A summary of the bid results were as follows:

CONTRACTOR	BID
Howk Systems	\$406,600
Calwater Drilling Co., Inc.	\$465,750

The engineer's estimate for this project was \$374,479. The lowest bid is approximately 8% above the engineers estimate.

The Departments of Parks and Recreation and Public Works have worked collectively on this improvement project within County Service Area 10. In addition, Department of Parks and Recreation staff has shared progress on this project with the Salida community through quarterly presentations at the regular meetings of the Salida Municipal Advisory Council (MAC). The Salida MAC has been very supportive of the Department's efforts to improve operational efficiencies at its local parks.

POLICY ISSUES:

The recommended actions are consistent with the Board's priorities of providing A Safe Community, A Healthy Community, and A Well Planned Infrastructure System by improving the existing Salida Parks' facilities and implementing long-term cost savings. Furthermore, the Board should decide if it should authorize the Director of Parks and Recreation to issue change orders in accordance with Public Contract Code, Section 20137.

STAFFING IMPACT:

There is no staffing impact associated with this item.

CONTACT PERSON:

Sonya Harrigfeld, Director of Parks and Recreation. Telephone: (209) 525-6770.

ES/sn

L:\PARKS\8042-Water Wells Salida\Design Folders\Board Items\4-17-12 BOS item_8042-Apvl to Awrd Cntrct_Salida Water Wells_for EStagg

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County of Stanislaus

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

[illegible]

Totals:	447260	447260
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Fa Set up appropriations for the Salido Walls Project

Requesting Department		CEO	Data Entry	Auditor's Office Only	
Merry Rorabaugh	<i>T. Chumley</i>			<i>J. B. [unclear]</i>	
Signature	Signature		Keyed by	Prepared By	Approved By
3/29/12	4/9/12				4/10/12
Date	Date		Date	Date	Date

COUNTY OF STANISLAUS

AGREEMENT

THIS AGREEMENT, dated this 17th day of April, 2012, by and between HOWK SYSTEMS, whose place of business is located at 1825 Yosemite Blvd., Modesto, California 95354 ("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. 2012-1666 adopted on the 17th day of April, 2012, awarded to Contractor the following Contract:

Contract Number – A032712

Segesta Park Irrigation Well, Murphy Park Irrigation Well, and Wincanton Park Irrigation Well Projects

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 NorthStar Engineering Group designed the Project and furnished the Plans and Specifications. NorthStar Engineering Group shall have the rights assigned to Architect/Engineer in the Contract Documents.
- 2.2 County has designated Jack Leguria, Department of Parks and Recreation, as its Project Manager to act as County's Representative in all matters relating to the Contract Documents.

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 Final Completion of the entire Work and be ready for Final Payment in accordance with Contract Closeout Sixty (60) Working Days from the date when the Contract Time commences to run as provided in the Agreement.

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:

One Thousand Dollars (\$1,000.00) for each Calendar Day that expires after the time specified herein for Contractor to achieve Final Completion of the entire Work, until achieved.

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.

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 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 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 the Special 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:

Notice of Award
Agreement
Notice to Proceed
Special Provisions
Construction Performance Bond
Construction Labor and Material Payment Bond
Special Conditions
Addenda
Special Provisions
Drawings
Encroachment Permit [if applicable]

- 6.2 There are no Contract Documents other than those listed in this Document, Article 6.

Article 7. Indemnity

- 7.1 County and each of its officers, employees, consultants and agents including, but not limited to the Board, Architect/Engineer and each County Representative, shall not be liable or accountable in any manner for loss or damage that may happen to any part of the Work; loss or damage to materials or other things used or employed in performing the Work; injury, sickness, disease, or death of any person; or damage to property resulting from any cause whatsoever except their sole negligence, willful misconduct or active negligence, attributable to performance or character of the Work, and Contractor releases all of the foregoing persons and entities from any and all such claims.
- 7.2 To the furthest extent permitted by law (including without limitation California Civil Code Section 2782), Contractor shall assume defense of, and indemnify and hold harmless, County and each of its officers, employees, consultants and agents, including but not limited to the Board, Architect/Engineer and each County representative, from claims, suits, actions, losses and liability of every kind, nature and description, including but not limited to claims and fines of regulatory agencies and attorney's fees and consultant's fees, directly or indirectly arising out of, connected with or resulting from performance of the Work, failure to perform the Work, or condition of the Work which is caused in whole or part by any act or omission of Contractor, Subcontractors, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether it is caused in part by the negligence of County or by any person or entity required to be indemnified hereunder.
- 7.3 With respect to third-party claims against Contractor, Contractor waives any and all rights to any type of express or implied indemnity against County and each of its officers, employees, consultants and agents including, but not limited to County, the Board, Architect/Engineer and each County representative.
- 7.4 Approval or purchase of any insurance contracts or policies shall in no way relieve from liability nor limit the liability of Contractor, its Subcontractors of any tier, or the officers or agents of any of them.
- 7.5 To the furthest extent permitted by law (including, without limitation, Civil Code Section 2782), the indemnities, releases of liability and limitations of liability, claims procedures, and limitations of remedy expressed throughout the Contract Documents shall apply even in the event of breach of contract, negligence (active or passive), fault or strict liability of the party(is) indemnified, released, or limited in liability, and shall survive the termination, rescission, breach, abandonment, or completion of the Work or the terms of the Contract Documents. If Contractor fails to perform any of these defense or indemnity obligations, County may in its discretion back charge Contractor for County's costs and damages resulting therefrom and withhold such sums from progress payments or other contract moneys which may become due.
- 7.6 The indemnities in the Contract Documents shall not apply to any indemnified party to the extent of its sole negligence or willful misconduct; nor shall they apply to County or other indemnified party to the extent of its active negligence.

Article 8. Miscellaneous

- 8.1 Terms and abbreviations used in this Agreement are defined in Special Provisions, Section 1: DEFINITIONS AND TERMS and will have the meaning indicated therein.
- 8.2 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.
- 8.3 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.*
- 8.4 The Contract Sum includes all allowances (if any).
- 8.5 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.
- 8.6 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.
- 8.7 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).

- 8.8 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 Special Conditions, Article SC-16, WORK DISPUTES, as a claims procedure by agreement under the California Government Code, Title 1, Division 3.6, Part 3, Chapter 5.
- 8.9 Notices: Any notices, documents, correspondence or other communications concerning this Agreement or the work hereunder may be provided by personal delivery, facsimile or mail and shall be addressed as set forth below. Such communication shall be deemed served or delivered: a) at the time of delivery if such communication is sent by personal delivery; b) at the time of transmission if such communication is sent by facsimile; and c) 48 hours after deposit in the U.S. Mail as reflected by the official U.S. postmark if such communication is sent through regular United States mail.

If to County:

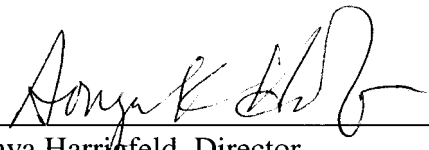
Stanislaus County Department of Parks
Attn: Susan Garcia
3800 Cornucopia Way, Suite C
Modesto, CA 95358

If to Contractor:

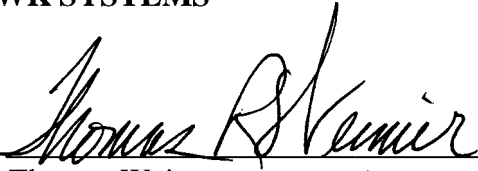
Thomas Weimer, President
Howk Systems
1825 Yosemite Blvd.
Modesto, CA 95354-2998

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

COUNTY OF STANISLAUS

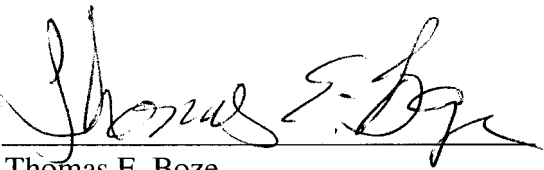
By: 
Sonya Harrigfeld, Director
Parks and Recreation Department

HOWK SYSTEMS

By: 
Thomas Weimer
President

APPROVED AS TO FORM:

John P. Doering, County Counsel

By: 
Thomas E. Boze
Deputy County Counsel

CONTRACTOR'S BID SHEET**Segesta Park Irrigation Well, Murphy Park Irrigation Well,
and Wincanton Park Irrigation Well****Segesta Park Irrigation Well**

Item No.	Item	Estimated Quantity	Unit of Measure	Unit Price (In Figures)	Item Total (In Figures)
1	Clearing and Grubbing	1	LS	LS	4000.-
2	Mobilization	1	LS	LS	1000.-
3	Traffic Control	1	LS	LS	500.-
4	Irrigation Well and Development	200	FT	200.-	40000.-
5	Sample Tap	1	EA	EA	200.-
6	1/2" Air/Vacuum Valve	1	EA	EA	700.-
7	2" Strainer	1	EA	EA	200.-
8	2" Water Meter	1	EA	EA	4600.-
9	2.5" Double Check Valve	1	EA	EA	1700.-
10	Pressure Sensor	1	EA	EA	2500.-
11	120 gal Hydro Tank	1	EA	EA	6000.-
12	Ball Valve	3	EA	150.- EA	450.-
13	4" PVC SCH 40	300	LF	20.-	6000.-
14	25 hp Pump	1	EA	EA	15000.-
15	Misc. Galv. Steel Pipe and Fittings	1	LS	LS	6000.-
16	Connect to Existing Irrigation	1	LS	LS	2000.-
17	10'x13' Concrete Well Pad	1	EA	EA	7000.-
18	Concrete Pump Pedestal	1	EA	EA	1000.-
19	Landscape Replacement	1	LS	LS	1000.-
20	Irrigation Relocation/Replacement	1	LS		250.-
21	Remove Existing Concrete	120	SF	20	2400.-
22	Erosion Control	1	LS	LS	2000.-
23	Utility Primary Conduits	1	LS	LS	0
24	Utility Transformer Pad	1	LS	LS	0
25	Barrier Posts	1	LS	LS	0
26	Secondary Conduit	1	LS	LS	500.-
27	Reconnection of Panels	1	LS	LS	500.-
28	New Electrical Service	1	LS		20000.-
29	Service Pedestal	1	LS		4000.-
30	Service Feeder to Pump Controls	1	LS	LS	500.-
31	Pump Connection	1	LS	500.-	500.-
32	MID Fee (Estimate Only)	1	LS	100.-	100.-

TOTAL 167600.-
 166,600

Murphy Park Irrigation Well

Item No.	Item	Estimated Quantity	Unit of Measure	Unit Price (In Figures)	Item Total (In Figures)
1	Clearing and Grubbing	1	LS	LS	1000.-
2	Mobilization	1	LS	LS	4000.-
3	Traffic Control	1	LS	LS	500.-
4	Irrigation Well and Development	1	LS	LS	20000.-
5	Sample Tap	1	EA	EA	200.-
6	1/2" Air/Vacuum Valve	1	EA	EA	700.-
7	2" Strainer	1	EA	EA	200.-
8	2" Water Meter	1	EA	EA	4500.-
9	2.5" Double Check Valve	1	EA	EA	1700.-
10	Pressure Sensor	1	EA	EA	2500.-
11	120 gal Hydro Tank	1	EA	EA	6000.-
12	Ball Valve	3	EA	150.-	450.-
13	Connect to Existing Irrigation	1	LS	LS	2000.-
14	15 hp Pump	1	EA	15000.-	15000.-
15	Misc. Galv. Steel Pipe and Fittings	1	LS	LS	6000.-
16	10'x12' Concrete Well Pad	1	EA	EA 700.-	7000.-
17	Concrete Pump Pedestal	1	EA	EA	1000.-
18	Landscape Replacement	1	LS	LS	1500.-
19	Irrigation Relocation/Replacement	1	LS	LS	500.-
20	6' Security Fence w/Gate	42	LF	40.-	1680.-
21	Erosion Control	1	LS	LS	2000.-
22	Utility Primary Conduits	1	LS	LS	0
23	Utility Transformer Pad	1	LS	0	0
24	Barrier Posts	1	LS	0	0
25	Secondary Conduit	1	LS	LS	900.-
26	Reconnection to Park Services	1	LS	LS	500.-
27	Service Pedestal	1	LS	LS	40000.-
28	Pump Connection	1	LS	LS	500.-
29	MID Fee (Estimate Only)	1	LS	100.-	100.-

TOTAL 120030.-

Wincanton Park Irrigation Well

Item No.	Item	Estimated Quantity	Unit of Measure	Unit Price (In Figures)	Item Total (In Figures)
1	Clearing and Grubbing	1	LS	LS	1000.-
2	Mobilization	1	LS	LS	4000.-
3	Traffic Control	1	LS	LS	500.-
4	Irrigation Well and Development	1	LS	LS	20000.-
5	Sample Tap	1	EA	EA	200.-
6	1/2" Air/Vacuum Valve	1	EA	EA	700.-
7	1.5" Strainer	1	EA	EA	200.-
8	1.5" Water Meter	1	EA	EA	4500.-
9	2" Double Check Valve	1	EA	EA	1700.-
10	Pressure Sensor	1	EA	EA	2500.-
11	120 gal Hydro Tank	1	EA	EA	6000.-
12	Ball Valve	3	EA	150.-	450.-
13	Connection to Existing Irrigation	1	LS	LS	2000.-
14	15 hp Pump	1	EA	EA	15000.-
15	Misc. Galv. Steel Pipe and Fittings	1	LS	LS	6000.-
16	10'x10' Concrete Well Pad	1	EA	LS	7000.-
17	Concrete Pump Pedestal	1	EA	LS	7000.- 1000.-
18	Landscape Replacement	1	LS	LS	2000.-
19	Irrigation Relocation/Replacement	1	LS	LS	500.-
20	6' Chainlink Fence w/Gate	38	LF	40.-	1520.-
21	Remove quick connect line	1	SF	100	100.-
22	Erosion Control	1	LS	LS	2000.-
23	Connect to Park Services	1	LS	LS	500.-
24	Service Pedestal	1	LS		4000.-
25	Pump Connection	1	LS	LS	500.-

(OVER)

26	MID Fee (Estimate Only)	1	LS	160.-	100.-
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(SIGNED) Edward Sapunchev

TOTAL \$119,970.-
Date: 3-14-2012

Note: All line items must have an entry placed in its appropriate box, and this form must be signed for the bid to be accepted as complete.

STANISLAUS COUNTY - DEPARTMENT OF PARKS AND RECREATION

CONTRACT CHANGE ORDERChange Requested By: ☐ Engineer ☒ Contractor

CCO NUMBER 01	Project Title Salida Wells Project	FEDERAL NUMBER(S) N/A
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TO

Howk Systems

You are directed to make the following changes from the plans and specifications or do the following described work not included in the plans and specifications for this contract. **NOTE: This change order is not effective until approved by the project manager.**

Description of work to be done, estimate of quantities and prices to be paid. (Segregate between additional work at contract price, agreed price and force account.) Unless otherwise stated, rates for rental of equipment cover only such time as equipment is actually used and no allowance will be made for idle time. The last percentage shown is the net accumulated increase or decrease from the original quantity in the engineer's estimate.

DECREASES: (NONE)

\$ -

INCREASES:

- | | | |
|--|----|----------|
| 1. Labor, demo of 2 electrical panels | \$ | 4,500.00 |
| 2. Material & Equipment (circuit breakers, pull boxes, wire, etc.) | \$ | 1,500.00 |

Total:	\$	6,000.00
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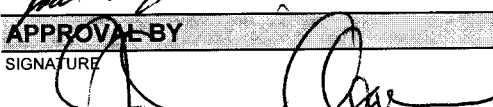
Estimated Cost: ☐ Decrease ☒ Increase \$ **6,000.00**By reason of this order the time of completion will be adjusted as follows: **No Adjustment****SUBMITTED BY**

SIGNATURE 	(PRINT NAME & TITLE) Jack Leguria, Project Manager	DATE 12/3/2012
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APPROVAL RECOMMENDED BY

SIGNATURE 	(PRINT NAME & TITLE) Jack Leguria, Project Manager	DATE 12/3/2012
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APPROVAL BY

SIGNATURE 	(PRINT NAME & TITLE) Jami Aggers, Interim Director	DATE 12/3/2012
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We the undersigned contractor, have given careful consideration to the change proposed and agree, if this proposal is approved, that we will provide all equipment, furnish the materials, except as may otherwise be noted above, and perform all services necessary for the work above specified, and will accept as full payment therefore the prices shown above. **NOTE: If you, the contractor, do not sign acceptance of this order, your attention is directed to the requirements of the specification as to proceeding with the ordered work and filing a written protest within the time therein specified.**

CONTRACTOR ACCEPTANCE BY

SIGNATURE 	(PRINT NAME & TITLE) TOM WEIMER, PRES.	DATE 12-11-12
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STANISLAUS COUNTY - DEPARTMENT OF PARKS AND RECREATION

CONTRACT CHANGE ORDERChange Requested By: ☐ Engineer ☒ Contractor

CCO NUMBER 01	Project Title Salida Wells Project	FEDERAL NUMBER(S) N/A
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TO

Howk Systems

You are directed to make the following changes from the plans and specifications or do the following described work not included in the plans and specifications for this contract. **NOTE: This change order is not effective until approved by the engineer.**

Description of work to be done, estimate of quantities and prices to be paid. (Segregate between additional work at contract price, agreed price and force account.) Unless otherwise stated, rates for rental of equipment cover only such time as equipment is actually used and no allowance will be made for idle time. The last percentage shown is the net accumulated increase or decrease from the original quantity in the engineer's estimate.

Extra Work at Agreed Price:

1. Labor, demo of 2 electrical panels	\$	4,500.00
2. Material & Equipment (circuit breakers, pull boxes, wire, etc.)	\$	1,500.00
Total:	\$	6,000.00

ESTIMATE & AGREEMENT

Date: 11/28/2012

Buyer Stanislaus County

Street 3800 Cornucopia Way, Suite C

City Modesto, CA 95358

In executing this agreement, the undersigned buyer represents that they are the exclusive owners in fee of the real property on which HOWK SYSTEMS is to do the work and furnish the materials herein provided. The undersigned buyer hereby purchases and authorizes, and HOWK SYSTEMS agrees to do the following work, as described and on the terms and conditions hereinafter set forth:

Location and conditions

Murphy & Wincanton Parks, Salica, CA Eliminate one Tesco electrical pedestal in each park

Quantities	Specifications	Unit Price	Price
	Per your request, the following is our cost for the subject work.		
	Howk Systems is pleased to propose the elimination of one Tesco electrical pedestal in both Murphy and Wincanton parks. Our resolution would be to furnish replacement circuit breakers in your well pump pedestals, install in ground pull boxes, rewire as necessary, remove existing pedestals and concrete slabs.		
2	Labor, two electricians three days - demo, haul off, excavate, wire	1,500.00	\$4,500.00
2	Materials & equipment (12 circuit breakers, pull boxes, wire, conduit, fittings)	750.00	\$1,500.00
	SUBTOTAL		\$6,000.00
	ESTIMATE TOTAL		\$6,000.00

TERMS OF PAYMENT

Net 30 days

Buyers Signature _____

Date 12/7/12

Sellers Signature

Date 12-11-12

Howk Systems