

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

DEPT: Chief Executive Office

BOARD AGENDA #: B-11

AGENDA DATE: August 16, 2016

SUBJECT:

Approval to Conditionally Award a Design Build Construction Contract to Champion Industrial of Modesto, California for the Community Services Facility Heating, Ventilation and Air Conditioning Systems Replacement, and Related Actions

BOARD ACTION AS FOLLOWS:

No. 2016-427

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

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

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: Elizabeth A. King
ELIZABETH A. KING, Clerk of the Board of Supervisors

File No.

**THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS
AGENDA ITEM**

DEPT: Chief Executive Office BOARD AGENDA #: B-11
Urgent Routine AGENDA DATE: August 16, 2016

CEO CONCURRENCE: *pht* 4/5 Vote Required: Yes No

SUBJECT:
Approval to Conditionally Award a Design Build Construction Contract to Champion Industrial of Modesto, California for the Community Services Facility Heating, Ventilation and Air Conditioning Systems Replacement, and Related Actions

STAFF RECOMMENDATIONS:

1. Approve the award of a Design-Build contract for the Community Services Facility Heating, Ventilation and Air Conditioning Project to Champion Industrial Contractors, Inc. of Modesto, California in the amount of \$5,832,235, conditioned on the successful close of financing for this Project.
2. Authorize the Project Manager to take all actions necessary to finalize and execute the Construction Agreement and to issue a Notice to Proceed upon the receipt of proper insurance and bonds.
3. Authorize the Project Manager to issue a Request for Proposals for Construction Inspection Services for the Project.
4. Direct the Auditor-Control to establish a new interest bearing fund for the Project as detailed in the Budget Journal form.
5. Authorize the use of \$1.3 million of previously committed fund balance by a 4/5ths vote of the Board of Supervisors.
6. Authorize the Project Manager to negotiate and sign contracts, work authorizations and purchase orders for professional services needed for the design-build construction of the project, as long as they are within the project budget approved by the Board of Supervisors.
7. Authorize the Project Manager to sign Change Orders within the approved budget for up to \$25,000, consistent with the County's Change Order policy.

DISCUSSION:

Community Services Facility Heating Ventilation and Air Conditioning Project

The Community Services Facility (CSF) was constructed in 1994 and is comprised of four pods. Current tenants include over 1,300 employees from the Community Services Agency (CSA), Department of Child Support Services (DCSS), Women, Infants and Children, Nutrition

Approval to Conditionally Award a Design Build Construction Contract to Champion Industrial of Modesto, California for the Community Services Facility Heating, Ventilation and Air Conditioning Systems Replacement, and Related Actions

and Education Programs and the Alliance Worknet. On an average 1,200 customers are served per day by County employees at the CSF.

The existing heating, ventilation and air conditioning (HVAC) units at the CSF consist of eleven large custom-built rooftop Direct Expansion (DX) air-cooled HVAC units. Each unit serves approximately 10% of the building area. The County has replaced numerous reciprocating compressors over the past years. On August 2008, the Board of Supervisors approved a plan to replace the HVAC units at the Community Services Facility. At the time, the system was nearing the end of its useful life and was struggling to handle the needed load for staff and customers. The project was placed on hold due to economic factors facing the County at that time.

Since 2008, the HVAC system has continued to deteriorate and requires regular maintenance and repair, requiring full-time staff from GSA to ensure its continued operation. On October 20, 2015, the Board of Supervisors authorized the Project Manager to proceed with the project and develop a financing strategy.

As approved by the Board of Supervisors, the Project Manager issued a Request for Statement of Qualifications (RFSOQ) for the pre-qualification of design-build teams for the CSF HVAC project. After an extensive evaluation, the top three finalist firms were invited to participate in the confidential best and final interview and proposal process. The top three firms were:

1. Champion Industrial Contractors Inc.
2. ACCO Engineered Systems Incorporated
3. Lawson Mechanical Contractors

The three firms were evaluated on the following criteria:

Criteria	Points
Team Technical Design and Construction Expertise	20
Proposed Design and Approach	20
Life Cycle Costs	5
Management Plan	5
Preliminary Baseline Schedule and Staffing Plan	5
Pricing	40
Quality of Proposal	5
Total Points	100

After a thorough evaluation process, using the criteria in the chart above, the Evaluation Team ranked the top three firms in the following order:

1. Champion Industrial Contractors, Inc. (96 Points)
2. Lawson Mechanical Contractors (93 Points)
3. ACCO Engineered Systems Incorporated (86 Points)

Approval to Conditionally Award a Design Build Construction Contract to Champion Industrial of Modesto, California for the Community Services Facility Heating, Ventilation and Air Conditioning Systems Replacement, and Related Actions

At this time the Project Manager is recommending Champion Industrial Contractors, of Modesto, California be awarded a conditional Design-Build contract. Champion Industrial Contractors also had the lowest responsible cost in the Best and Final Proposal. As a result of the competitive process, the total Project cost has been reduced substantially.

An important element of any construction project is the quality control process performed by professionals and inspection services. Staff is recommending the Project Manager be given authority to hire needed professional services to complete the project and issue a Request for Proposals (RFP) for inspection services, as long as these services are within the approved project budget.

Community Services Facility HVAC Financing

On May 3, 2016, the Board of Supervisors approved a financing strategy, which was supported by the Debt Advisory Committee that included the defeasance (payoff) of the 2007 Certificates of Participation (COPS) Series which included financing of the Community Services Facility. By defeasing the 2007 COPS the County can pledge the Community Services Facility Pod C as a pledged asset for the project.

On June 7, 2016, the County's Financial Advisor, KNN Public Finance, along with a placement agent, Raymond James, issued a Request for Proposals (RFP) for financing of the Community Services Facility HVAC Project. The RFP called for a term of 15 years with an expected net borrowing of a net of \$10 million using a tax-exempt Bank Qualified Direct Purchase COP lease financing. Direct Purchase allows the private placement of the borrowing directly with the Bank rather the issuance of bonds. The County received five responses to its RFP from Bank of America, Bank of the West, Capital One, Municipal Finance Corporation and Umpqua Bank.

On July 19, 2016, the Project Manager along with the County's Financial Advisor made a recommendation to the Debt Advisory Committee to award financing to Bank of the West, the Bank who offered the most favorable terms for the County. The Debt Advisory Committee supported the recommendation.

Stanislaus County Capital Improvement Financing Authority (CIFA)

On August 2, 2016 the Board of Supervisors gave notice that they would be setting a Capital Improvement Financing Authority Hearing on August 16, 2016. This notice was published in the Modesto Bee on August 5, 2016.

During this hearing CIFA will be considering approving a Site Lease between the County, Bank of the West, and CIFA, a sublease between CIFA and the County and related financing documents. The County will be pledging Pod C of the Community Services Facility as collateral for the financing of this project. CIFA will then sub-lease POD C to the County.

POLICY ISSUE:

Approval of the recommended actions will ensure the County is maintaining a major asset through its useful life, resulting in a workplace that is energy efficient and comfortable for employees and customers.

Approval to Conditionally Award a Design Build Construction Contract to Champion Industrial of Modesto, California for the Community Services Facility Heating, Ventilation and Air Conditioning Systems Replacement, and Related Actions

FISCAL IMPACT:

The project is estimated to cost \$8.9 million including contingency. The project budget also includes a reimbursement of \$150,000 of costs already incurred by the County. The County has committed \$1.3 million from the Child Support Transition to the State of California some years ago to reduce the net debt to \$7.6 million. The annual debt obligation is approximately \$613,000 and will be entirely funded each year by the existing program budgets.

Cost of recommended action:		\$ 8,900,000
Source(s) of Funding:		
2016 CSF HVAC COPS	\$ 7,600,000	
Committed Fund Balance (Child Support Services)	1,300,000	
Funding Total:		\$ 8,900,000
Net Cost to County General Fund		\$ -
Fiscal Year:	2016/2017	
Budget Adjustment/Appropriations needed:	Yes	
Fund Balance as of	N/A	

In addition to the \$8.9 million project costs, the County will pay up to \$175,000 for the costs related to the financing of the project, which is not reflected in the project budget, out of the proceeds of the bonds.

BOARD OF SUPERVISORS' PRIORITY:

The recommended actions support the Board's priorities of A Healthy Community, Efficient Delivery of Public Services and Effective Partnerships by ensuring staff and Community members have a sound physical environment in which to conduct business.

STAFFING IMPACT:

This project will be delivered successfully by the County's Capital Projects Team.

CONTACT PERSON:

Patricia Hill Thomas, Project Manager, Telephone (209) 525-

ATTACHMENT(S):

- A. Budget Journal
- B. Design Build Agreement

Attachment A

Database FMSDBPRD.CO.STANISLAUS.CA.US.PROD
 Balance Type Budget
 Data Access Set County of Stanislaus

DO NOT CHANGE
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Ledger * List - Text County of Stanislaus
 Budget List - Text LEGAL BUDGET
 Category * List - Text Budget - Upload
 Source * List - Text CEO NJB
 Currency * List - Text USD
 Period List - Text AUG-16
 Batch Name Text
 Journal Name Text JV CEO CP000435
 Journal Description Text CSF HVAC APPROPRIATIONS
 Journal Reference Text
 Organization List - Text Stanislaus Budget Org
 Chart Of Accounts Text Accounting Flexfield

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Upl	Fund (4 char)	Org (7 char)	Account (5 char)	GL Project (7 char)	Location (6 char)	Misc. (6 char)	Other (5 char)	Debit incr appropriations decr est revenue	Credit decr appropriations incr est revenue	Line Description
								* Number	* Number	Text
R		2083	0061142	50000	0000000	000000	000000	00000	258598	SALARIES & WAGES
R		2083	0061142	50120	0000000	000000	000000	00000	287650	PSC
R		2083	0061142	60400	0000000	000000	000000	00000	2500	COMMUNICATIONS
R		2083	0061142	60860	0000000	000000	000000	00000	25000	CONTRACT JANITORIAL
R		2083	0061142	62400	0000000	000000	000000	00000	3000	MISC. EXP.
R		2083	0061142	62400	0000000	000000	000000	00000	176692	MISC. EXP.
R		2083	0061142	62600	0000000	000000	000000	00000	6500	OFFICE SUPPLIES
R		2083	0061142	62630	0000000	000000	000000	00000	25598	OUTSIDE PRINTING
R		2083	0061142	62730	0000000	000000	000000	00000	402	POSTAGE
R		2083	0061142	63000	0000000	000000	000000	00000	84720	PROFESSIONAL SVC
R		2083	0061142	63110	0000000	000000	000000	00000	3000	OUTSIDE AUDITING
R		2083	0061142	63256	0000000	000000	000000	00000	5000	CONTRACTS-CONSULT
R		2083	0061142	63500	0000000	000000	000000	00000	30000	SECURITY SERVICES
R		2083	0061142	63640	0000000	000000	000000	00000	131568	LEGAL FEES
R		2083	0061142	64100	0000000	000000	000000	00000	3000	ABATEMENT
R		2083	0061142	64150	0000000	000000	000000	00000	1500	CODE REQ. TESTING
R		2083	0061142	64210	0000000	000000	000000	00000	150000	INSPECTORS
R		2083	0061142	64220	0000000	000000	000000	00000	15000	ARCHITECT
R		2083	0061142	64720	0000000	000000	000000	00000	72720	CONSULTING
R		2083	0061142	65000	0000000	000000	000000	00000	4972	PUBLICATIONS
R		2083	0061142	66040	0000000	000000	000000	00000	5000	ABATEMENT & DEMO
R		2083	0061142	66210	0000000	000000	000000	00000	10000	BUILDING PERMITS
R		2083	0061142	67040	0000000	000000	000000	00000	68	TRAVEL & ENT
R		2083	0061142	73511	0000000	000000	000000	00000	4000	GOVT FUND-AUDITOR
R		2083	0061142	74110	0000000	000000	000000	00000	125	MAIL ROOM
R		2083	0061142	74130	0000000	000000	000000	00000	500	DATA PROCESSING
R		2083	0061142	74190	0000000	000000	000000	00000	500	PICKUP & DEL
R		2083	0061142	74302	0000000	000000	000000	00000	2500	FUNDS>PURCHASING
R		2083	0061142	74306	0000000	000000	000000	00000	35000	FUNDS>BM MAINT
R		2083	0061142	80300	0000000	000000	000000	00000	5889735	CONSTRUCTION
R		2083	0061142	80570	0000000	000000	000000	00000	1660152	CONTINGENCY
R		2083	0061142	80315	0000000	000000	000000	00000	5000	SURVEYS
R		3061	0062100	85850	0000000	000000	000000	00000	7600000	TRANSFER OUT
R		2083	0061142	46600	0000000	000000	000000	00000	7600000	TRANSFER IN
R		0100	0016031	85850	0000000	000000	000000	00000	1300000	
R		2083	0061142	46600	0000000	000000	000000	00000	1300000	

Totals: 17800000 8900000

Tip: This is not the end of the Template. Unprotect the sheet and insert as many rows as needed.

Explanation:
 ESTABLISH BUDGET FOR CSF HVAC PROJECT

Requesting Department	CEO	Data Entry	Auditors Office Only
NORMA BAKER	<i>[Signature]</i>		
Prepared by	Supervisor's Approval	Keyed by	Prepared By
8/11/2016	8/12/16		<i>[Signature]</i>
Date	Date	Date	Date

Attachment B

**AGREEMENT
(Design-Build)**

THIS AGREEMENT, dated this 16th day of August, 2016 by and between Champion Industrial Contractors, Inc., whose place of business is located at 1420 Coldwell Avenue, Modesto, CA 95352 ("Design-Build Team"), and the County of Stanislaus ("Owner"), acting under and by virtue of the authority vested in Owner by the laws of the State of California.

WHEREAS, Owner, by its Resolution No. 2016-427 adopted on the 16th day of August, 2016, conditionally awarded to Design-Build Team the following Contract:

**COUNTY OF STANISLAUS
STANISLAUS COUNTY COMMUNITY SERVICES FACILITY
HVAC ROOFTOP EQUIPMENT AND CONTROLS REPLACEMENT PROJECT**

WHEREAS, upon completion of Project financing, Owner's conditional award of the Contract will become unconditional.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, Design-Build Team and Owner agree as follows:

ARTICLE 1 - SCOPE OF WORK OF THE CONTRACT

1.01 Work of the Contract

- A. Design-Build Team hereby agrees to serve as the Design-Build Team for the Project identified herein, inclusive of complete planning, design and engineering services, construction management services, complete permitted plan sets, construction services, completion and commissioning services, and turnover of a complete, functional and legally operable Project, in accordance with the Specifications, Drawings, and all other terms and conditions of the Contract Documents ("Work").
- B. Pursuant to the clarifications negotiated and aligned upon during the Best and Final negotiation process ("Clarifications"), Design-Build Team hereby acknowledges and agrees that the Work of the Contract includes the following work items that were clarified as being part of Base Scope during the Best and Final negotiation process that occurred between June 29, 2016 and July 15, 2016.
 - 1. Champion two-year preventative maintenance (that Design-Build Team has priced at \$82,756)
 - 2. L&H Airco two-year preventative maintenance (that Design-Build Team has priced at \$41,850)
 - 3. Clean variable air volume (VAV) box reheat coils (that Design-Build Team has priced at \$60,798)
 - 4. Clean reheat coil strainers (that Design-Build Team has included in Base Price)
 - 5. Heating and cooling load calculations (that Design-Build Team has priced at \$9,998)
- C. Without limiting the foregoing, Work specifically includes the following Alternates:
 - 1. The following Alternates:
 - a. Proposal Form Item 5, Replace Two (2) Existing Natural Gas Fired Heating Hot Water Boilers
 - b. Proposal Form Item 6, Replace Existing Fire/Smoke Pneumatic Damper to Electric with 120 volt Actuator

* As defined in Champion's Best and Final Proposal dated July 15, 2016 attached as Annex 1 for reference.

1.02 Price For Completion Of The Work

A. Owner shall pay Design-Build Team Five Million, Eight Hundred Thirty Two Thousand, Two Hundred Thirty-Five Dollars (\$5,832,235.00) and Zero Cents (**Contract Sum**) for completion of Work in accordance with the Contract Documents (including the Alternates identified in paragraph 1.01 B above and Additional Scope of Work).

1. Should Owner seek extended services beyond the base Scope of Work from the Design-Build Team or Design-Build Team's Architect or Engineer, those extended services shall be provided to Owner at the following rates as set forth in Design-Build Team's Proposal:

Designer: \$85.00
Engineer: \$125.00

1.03 Alternates

A. At Owner's sole discretion, Work may also include one or more Alternates identified on Attachment 1 hereto. To add any Alternate to the Work, Owner must notify Design-Build Team no later than the date indicated for the Alternate ("County Decision Point Date") identified in Attachment 1. Contract Sum will be adjusted (increased for an additive Alternate, decreased for a deductive Alternate) only by the Proposal Price for the Alternate identified in Attachment 1, and Owner will pay no other amount on account of adding the Alternate to the Work. Addition of any Alternate shall be memorialized by Change Order and (other than any provision regarding payment) subject to all other Contract Documents requirements relating to Change Orders.

1.04 Allowances

A. Contract Sum includes the following allowances

1. Owner's Allowance (if used) (see Section 01 2100 para. 1.04)

B. See also Section 01 2100 Allowances.

C. Allowance Work will be authorized by Owner in writing, following change order procedures to determine cost, supporting documentation and authorization to proceed. Unused allowance amounts at Contract completion shall modify the Contract Sum accordingly.

1.05 Unit Prices

A. At Owner's sole discretion, Work may also include any of the additional Units identified on Attachment 1 hereto. To add any Unit Price items to the Work, Owner must notify Design-Build Team no later than the date indicated for the Unit Price ("County Decision Point Date") identified in Attachment 1. Addition of any Unit Price item shall be memorialized by Change Order and (other than any provision regarding payment) subject to all other Contract Documents requirements relating to Change Orders.

B. See also Section 01 1100, Summary of Work, paragraph 1.03.C.

1.06 Maximizing Sales and Use Taxes Payable to Owner

A. Design-Build Team will work with Owner to develop procedures to maximize Owner's receipt of sales and use taxes resulting from design and construction of the Project (**Taxable Purchasing Procedures**). Taxable Purchasing Procedures must include, without limitation:

1. The Direct Payment Procedures (as defined below).
 2. To the extent not otherwise addressed by the Direct Payment Procedures, requirements that Design-Build Team, and Subcontractors and Designers of all tiers that perform a significant portion of their Project Work or Services on the Project Site or within any portion (incorporated or unincorporated) of the County of Stanislaus, use an address within (incorporated or unincorporated) County of Stanislaus, for purchases and leases of Project-related tangible personal property (goods, materials, fixtures, equipment, tools, supplies, etc.) (**Project Personal Property**), to the greatest reasonably feasible extent.
 3. To the extent not otherwise addressed by the Direct Payment Procedures, requirements that, to the greatest reasonably feasible extent, sellers and lessors of Project Personal Property either:
 - a. have a physical presence within California; or
 - b. if located out of state, collect and pay California use tax.
- B. Taxable Purchasing Procedures must include the following, to the greatest reasonably feasible extent (**Direct Payment Procedures**):
1. Design-Build Team and all Subcontractors and Designers (of all tiers) with Project-related contracts equal to or exceeding \$5 Million dollars (or other amount must be approved by the BOE) (**Eligible Subcontractors**) must obtain a California State Board of Equalization (**BOE**) sub-permit for the Project Site and allocate all Project-related sales and use tax to the County of Stanislaus. Before performing any Work at the Project Site, Design-Build Team and each Eligible Subcontractor must provide Owner with a copy of its sub-permit or an official statement that sales and use tax is not applicable to its portion of the Project.
 2. When filing quarterly sales and use tax returns, Design-Build Team and all Eligible Subcontractors must record local taxes on Schedule C (Detailed Allocation by Suboutlet) rather than Schedule B (Allocation by County).
 3. Design-Build and Subcontractors and Designers (of all tiers), regardless of Project contract size, shall directly allocate to the County of Stanislaus sales and use tax on all Project Personal Property with a total value exceeding \$250,000 that is shipped to the Project Site from an out-of-state supplier, using Schedule F when filing sales and use tax forms with the BOE.
 4. Design-Build Team and all Subcontractors and Designers (of all tiers), regardless of Project contract size, must provide Owner with copies of all eligible returns and supporting documentation for review and approval at least ten days in advance of submission to the BOE. (This is essential as Owner understands that the BOE will not make retroactive allocation adjustments should revenues be allocated to the countywide pool rather than the Project Site.)
 5. Before performing any Work at the Project Site, Design-Build Team and each Subcontractor and Designer (of all tiers), regardless of Project contract size, must provide Owner with a formal written document stating that their appropriate staff member(s) responsible for filing tax documents (a) have been instructed on these Taxable Purchasing Procedures, (b) will prepare their returns so that to the greatest reasonably feasible extent the local share of sales use tax paid with respect to Project Personal Property will be allocated to the County of Stanislaus.
- C. Taxable Purchasing Procedures must also include periodic Design-Build Team reporting (on behalf of itself and its Subcontractors and Designers), and Owner monitoring, audit and enforcement rights.
- D. Taxable Purchasing Procedures may include exclusions for out-of-state vendors that perform at most nominal or incidental Work within Stanislaus County or on the Project Site.
- E. Design-Build Team must provide an initial proposed Taxable Purchasing Procedures within 20 Days of execution of this Agreement. Owner and Design-Build Team will use good faith efforts to finalize them within ten Days thereafter. If the parties are unable to agree, Owner will determine the final Taxable Purchasing Procedures consistent with this Paragraph 1.05, and if Design-Build Team disagrees it may file a claim under Document 00 7253 (General Conditions).

- F. The final Taxable Purchasing Procedures will become an attachment to this Agreement and incorporated herein.

ARTICLE 2 - COMMENCEMENT AND COMPLETION OF WORK

2.01 Commencement of Work

- A. Design-Build Team shall commence Work on the date indicated in the applicable Notice to Proceed.
- B. Owner reserves the right to modify or alter the Commencement Date.

2.02 Completion of Work

- A. Design-Build Team shall achieve Final Completion of the entire Work completed within 272 Calendar Days.

2.03 Design and Construction Milestones

- A. Design-Build Team shall also complete design and construction of the Project consistent with the following milestones.
 - 1. Design Package #1 Construction Drawings Submitted to County, and City of Ceres Fire Marshal: Achieved 30 Calendar Days from the Commencement Date.
 - 2. Substantial Completion of Entire Project: Achieved within 242 Calendar Days from the Commencement Date.
 - 3. Final Completion for Entire Project: Achieved 30 Calendar Days from Substantial Completion.

2.04 Liquidated Damage Amounts

- A. Owner and Design-Build Team recognize that time is of the essence of this Agreement and that Owner will suffer financial loss, if the Work is not completed within the time specified herein, taking into account any extensions thereof allowed in accordance with the Contract Documents.
- B. Consistent with terms, conditions, stipulations and limitations in Document 00 7253 (General Conditions) regarding liquidated damages, Design-Build Team and Owner 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 Owner because of a delay in completion of the Work. Accordingly, in the event of delay in completion of the Work, or any applicable portion, Owner and Design-Build Team agree that Design-Build Team shall pay Owner as liquidated damages the number of Dollars provided below:
 - 1. As liquidated damages for delay, Design-Build Team shall pay Owner One Thousand Dollars (\$1,000.00) for each Day that expires after the time specified herein for Design-Build Team to achieve the Final Completion of the entire Work (paragraph 2.02A above), until achieved.

2.05 Scope of Liquidated Damages

- A. Measures of liquidated damages shall apply based on agreed to completion date.
- B. Limitations and stipulations regarding liquidated damages are set forth in Document 00 7253 (General Conditions).

ARTICLE 3 - PROJECT REPRESENTATIVES AND STAFFING

3.01 Owner's Project Manager

- A. Owner has designated Patricia Hill Thomas as its Project Manager to act as Owner's Representative in those matters relating to the Contract Documents that do not require Board of Supervisors approval.
- B. To the extent Board of Supervisors approval is not required, Project Administrator shall have authority over various matters pertaining to the Contract Documents and shall have sole authority to modify the Contract Documents on behalf of Owner, to accept work, and to make decisions or actions binding on Owner, and shall have sole signature authority on behalf of Owner. By this clause, Project Administrator is not assigned any rights or obligations that require Board of Supervisors approval.
- C. Owner may assign all or part of the Project Administrator's rights, responsibilities and duties to a Construction Manager, or other Owner Representative.
- D. Exceptions to the foregoing Article 3.01 shall be in accordance with Public Contract Code 20142 in which case authority has been delegated to TBD.

3.02 Design-Build Team's Project Manager and Key Personnel

- A. Design-Build Team has designated Garry Thompson as its Project Manager to act as Design-Build Team's Representative in all matters relating to the Contract Documents. For the construction phase, the Project Manager shall be resident at the Project Site and shall be devoted solely to the Project. Design-Build Team's Project Manager shall be the single point of contact for all Project communications between Owner and Design-Build Team, and shall be responsible for distributing all communications from Owner and Owner's consultants (including without limitation from Bridging Architect or Construction Manager on Owner's behalf) to Design-Build Team's Superintendent and others as Design-Build Team deems appropriate.
- B. Design-Build Team's Proposal lists the key personnel identified on Attachment 2 that Design-Build Team intends to provide to the Project to perform its design, construction and obligations under the Contract Documents, and their anticipated start times, anticipated duration of commitment to work on the Project, and for each duration percentage of commitment to work on the Project (together, "Key Personnel"). Design-Build Team represents that such staff have the necessary licenses, experience and qualifications to satisfactorily perform the requirements of the Contract Documents and that at all times Design-Build Team shall maintain such staff or similar staff having all necessary licenses, certifications, experience and skills necessary to perform all obligations of the Contract Documents

Design-Build Team may not change the identity of its Project Manager or any other Key Personnel without prior Owner's written approval, which approval shall not be unreasonably withheld, provided such replacement has similar or greater experience and qualifications.

- C. Design-Build Team acknowledges that the quality and qualifications of the Key Personnel were important factors in Owner's selection of Design-Build Team for the Project. Design-Build Team and Owner agree that the personal services of the Key Personnel is a material term of the Contract Documents, and substitution or removal or change in role or level of effort, of such Key Personnel would result in damages to the Owner, the measure of which would be impractical or extremely difficult to fix, and in lieu of which Owner and Design-Build Team have agreed to liquidated damages as described below:
 - 1. For any substitution of any Key Personnel individual before the end of the individual's Project commitment period provided in Design-Build Team's Key Personnel staffing

schedule, Owner may assess once and Design-Build Team shall pay liquidated damages in the amount of six (6) times the gross monthly salary for the substituted Key Personnel.

- D. Liquidated damages for substitution of Key Personnel shall be deducted from the next applicable Application for Payment or, if insufficient, shall be paid by Design-Build Team.
- E. No liquidated damages shall under be due under this paragraph 3.02 for any substitution required due to death, incapacity or employment termination of a Key Personnel.
- F. Pursuant to Labor Code Section 1771(a), Design-Build Team covenants that it will award contracts and subcontracts for Project Work, only to Subcontractors which are at that time registered and qualified to perform public work pursuant to Labor Code Section 1725.5. Design-Build Team shall obtain proof of such registration from all such Subcontractors and provide it to Owner along with each Document 00 4330 (Subcontractors List).

3.03 Bridging Architect

- A. Capital Engineering Consultants furnished the Bridging Documents (Performance Criteria and Concept Engineering) and shall have the rights assigned to Bridging Engineer in the Contract Documents.

3.04 Construction Manager

- A. Owner has delegated certain rights of the Project Administrator to Owner's Construction Manager, and may delegate further rights with notice to Design-Build Team.

ARTICLE 4 - CONTRACT DOCUMENTS

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

Document 00 4330	Subcontractors List and all amendments thereto, as set forth in Public Contract Code Section 22160
Document 00 5050	Notice of Intent to Conditionally Award
Document 00 5100	Notice of Conditional Award
Document 00 5200	Agreement
Document 00 5201	Bridging Documents
Document 00 5500	Notice to Proceed with Construction
Document 00 5501	Notice to Proceed with Design Services
Document 00 6113.13	Construction Performance Bond
Document 00 6113.16	Construction Labor and Material Payment Bond
Document 00 6200	Withheld Contract Funds Certification
Document 00 6290	Escrow Agreement For Security Deposits In Lieu of Retention
Document 00 6325	Substitution Request Form
Document 00 6530	Agreement and Release of Any And All Claims
Document 00 6536	Guaranty
Document 00 7253	General Conditions
Document 00 7300	Supplemental General Conditions
Document 00 7316	Supplementary Conditions – Insurance and Indemnification
Document 00 7330	Labor Compliance Program
Document 00 7380	Apprenticeship Programs
Addendum No. 1 issued May 12, 2016	
Addendum No. 2 issued May 25, 2016	
Addendum No. 3 issued June 3, 2016	

Addendum No. 4 issued June 6, 2016

Division 01 Sections identified in Document 00 0110 Table of Contents

Final Construction Documents (following receipt of all approvals required by other Contract Documents), whether included in the final Document 00 0115 (List of Construction Documents) or in the final Document 00 5201 provided by Design-Build Team in accordance with Section 01 1101 (Summary of Work – Design-Build Design Services) paragraph 2.02, Document 00 4330 (Subcontractors List) or otherwise.

- 4.02** There are no Contract Documents other than those listed above. The Contract Documents may only be amended, modified or supplemented as provided in Document 00 7253 (General Conditions). Design-Build Team’s Proposal for County of Stanislaus dated July 15, 2016 is attached hereto for reference purposes, and for matters specifically identified in this Agreement.

ARTICLE 5 - MISCELLANEOUS

- 5.01** Terms and abbreviations used in this Agreement are defined in Document 00 7253 (General Conditions) and Section 01 4200 (References and Definitions) and will have the meaning indicated therein. Prior to executing this Agreement, Design-Build Team has performed all required pre-construction investigations required and described in the Contract Documents.

- 5.02** Design-Build Team shall include the following Owner addressees on all ordinary course Project communications:

Patricia Hill Thomas
Stanislaus County Capital Projects
1010 Tenth Street, Suite 6800
Modesto, CA 95354

Jason Roberts
Stanislaus County Capital Projects
1010 Tenth Street, Suite 2300
Modesto, CA 95354

- 5.03** In addition to the above, all notices to Design-Build Team and the other party (including requests, demands, approvals or other communications other than ordinary course Project communications) in connection with the Project shall be in writing and shall include the word “NOTICE” in the subject line and shall be directed as follows.

County of Stanislaus

Patricia Hill Thomas
Stanislaus County Capital Projects
1010 Tenth Street, Suite 6800
Modesto, CA 95354

with a copy to:

Jason Roberts
Stanislaus County Capital Projects
1010 Tenth Street, Suite 2300
Modesto, CA 95354

Design-Build Team

Garry Thompson
Champion Industrial Contractors, Inc.
1420 Coldwell Avenue
Modesto, CA 95352

with a copy to:

John Walter
Champion Industrial Contractors, Inc.
1420 Coldwell Avenue
Modesto, CA 95352

- A. Notice shall be sufficiently given for all purposes as follows:

1. When personally delivered to the recipient, notice is effective on delivery.

2. When mailed by certified mail with return receipt requested, notice is effective on receipt if delivery is confirmed by a return receipt.
 3. When delivered by reputable delivery service, with charges prepaid or charged to the sender's account, notice is effective on delivery if delivery is confirmed by the delivery service.
 4. Notice by facsimile or electronic mail shall not be allowed or constitute "Notice" under this paragraph 5.03.
- B. Any correctly-addressed notice that is refused, unclaimed, or undeliverable because of an act or omission of the party to be notified shall be considered to be effective as of the first date that the notice was refused, unclaimed, or considered undeliverable by the postal authorities, messenger, or overnight delivery service.
- C. Either party may, by written notice given at any time or from time to time require subsequent notices to be given to another individual person, whether a party or an officer or a representative, or to a different address, by giving the other party notice of the change in any manner permitted by this paragraph 5.03.
- D. The provisions of this paragraph 5.03 shall not alter, modify or excuse any legal or contractual requirement relating to claims under Document 00 7253 (General Conditions) Article 12.

5.04 In order to induce Owner to enter into this Agreement, Design-Build Team represents that it is duly organized, existing and in good standing under applicable state law; is licensed to perform all aspects of the Work; will employ only persons and subcontractors and designers with all required licenses and certifications; that Design-Build Team is duly qualified to conduct business in the State of California; that Design-Build Team has duly authorized the execution, delivery and performance of this Agreement, the other Contract Documents and the Work to be performed herein; and that the Contract Documents do not violate or create a default under any instrument, agreement, order or decree binding on Design-Build Team.

5.05 Pursuant to Labor Code Section 1771(a), Contractor represents that it and all of its Subcontractors are currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5. Contractor covenants that any additional or substitute Subcontractors will be similarly registered and qualified.

5.06 Contractor commits to Owner that Contractor and its subcontractors at every tier will use a skilled and trained workforce to perform all work on the Project that falls within an apprenticeable occupation in the building and construction trades, as required by Public Contract Code Section 22164(c). Contractor understands that (a) an "Apprenticeable occupation" means an occupation for which the chief had approved an apprenticeship program pursuant to Section 3075 of the Labor Code prior to January 1, 2014 and (b) "Skilled and trained workforce" means a workforce that meets all of the following conditions:

- (i) All the workers are either skilled journeypersons or apprentices registered in an apprenticeship program approved by the Chief of the Division of Apprenticeship Standards.
- (ii) **(I) As of January 1, 2016, at least 20 percent of the skilled journeypersons employed to perform work on the contract or project by the entity and each of its subcontractors at every tier are graduates of an apprenticeship program for the applicable occupation that was either approved by the Chief of the Division of Apprenticeship Standards pursuant to Section 3075 of the Labor Code or located outside California and approved for federal purposes pursuant to the apprenticeship regulations adopted by the federal Secretary of Labor.**
(II) As of January 1, 2017, at least 30 percent of the skilled journeypersons employed to perform work on the contract or project by the entity and each of its subcontractors at every tier are graduates of an apprenticeship program for the applicable occupation

that was either approved by the Chief of the Division of Apprenticeship Standards pursuant to Section 3075 of the Labor Code or located outside California and approved for federal purposes pursuant to the apprenticeship regulations adopted by the federal Secretary of Labor.

(III) As of January 1, 2018, at least 40 percent of the skilled journeypersons employed to perform work on the contract or project by the entity and each of its subcontractors at every tier are graduates of an apprenticeship program for the applicable occupation that was either approved by the Chief of the Division of Apprenticeship Standards pursuant to Section 3075 of the Labor Code or located outside California and approved for federal purposes pursuant to the apprenticeship regulations adopted by the federal Secretary of Labor.

(IV) As of January 1, 2019, at least 50 percent of the skilled journeypersons employed to perform work on the contract or project by the entity and each of its subcontractors at every tier are graduates of an apprenticeship program for the applicable occupation that was either approved by the Chief of the Division of Apprenticeship Standards pursuant to Section 3075 of the Labor Code or located outside California and approved for federal purposes pursuant to the apprenticeship regulations adopted by the federal Secretary of Labor.

(V) As of January 1, 2020, at least 60 percent of the skilled journeypersons employed to perform work on the contract or project by the entity and each of its subcontractors at every tier are graduates of an apprenticeship program for the applicable occupation that was either approved by the Chief of the Division of Apprenticeship Standards pursuant to Section 3075 of the Labor Code or located outside California and approved for federal purposes pursuant to the apprenticeship regulations adopted by the federal Secretary of Labor.

- 5.07** Design-Build Team shall not assign any portion of the Contract Documents.
- 5.08** 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).
- 5.09** It is understood and agreed that in no instance are the persons signing this Agreement for or on behalf of Owner or acting as an employee, agent, or representative of Owner, 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 Owner is limited and confined to such liability as authorized or imposed by the Contract Documents or applicable law.
- 5.010** In entering into a public works contract or a subcontract to supply goods, services or materials pursuant to a public works contract, Design-Build Team 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 Owner tenders final payment to Design-Build Team, without further acknowledgment by the parties.
- 5.011** 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 Owner's Office, and shall be made available to any interested party on request. Pursuant to

California Labor Code §§ 1860 and 1861, in accordance with the provisions of Section 3700 of the Labor Code, every Design-Build Team will be required to secure the payment of compensation to his employees. Design-Build Team 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 Design-Build Team shall comply with such provisions before commencing the performance of the Work of the Contract Documents.

5.012 Owner shall have the right to review all phases of Design-Build Team's design including, but not limited to, drawings, specifications, shop drawings, samples and submittals, as specified in the Contract Documents. Such review and other action shall not relieve Design-Build Team of its responsibility for a complete design complying with the requirements of the Contract Documents; but rather, such review shall be in furtherance of Owner's monitoring and accepting the design as developed and issued by the Design-Build Team, consistent with these Contract Documents. Design-Build Team's responsibility to design and construct the Project in conformance with the Contract Documents shall be absolute.

5.013 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 the Superior Court for the County of Stanislaus.

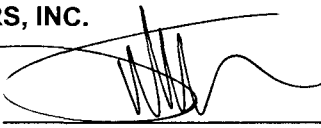
IN WITNESS WHEREOF the parties have executed this Agreement the day and year first above written.

CONTRACTOR: CHAMPION INDUSTRIAL CONTRACTORS, INC.

By: 
(Signature)

Eli Champion
(Print Name)


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

By: 
(Signature)

John Walter
(Print Name)

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

OWNER: COUNTY OF STANISLAUS

By: 
(Signature)

Patricia Hill Thomas
(Print Name)

Project Manager
(Title)

APPROVED AS TO FORM AND LEGALITY
THIS 15 DAY OF AUGUST, 2016

By: 
County Counsel

John P. Doering
(Print Name)

RESOLUTION NO. 2016-427

END OF DOCUMENT

ALTERNATES
(See Agreement 1.03)

Alternate Number/Name	Proposal Price	County Decision Point Date
ITEM 5 Replace Existing Boilers	\$385,966.00	30 Days
ITEM 6 Upgrade Fire Smoke Dampers with 120 Volt	\$518,765.00	30 Days

* As defined in Best and Final Proposal dated July 15, 2016 attached for reference.

UNIT PRICES
(See Agreement 1.05)

ITEM	UNIT PRICE DESCRIPTION	PRICE (per unit)	County Decision Point Date
9.	Provide unit pricing for new VAV Zone Replacement		
	• VAV without reheat: 0 – 1,000 CFM	\$1,507.00	30 days
	• VAV without reheat: 1,000 – 2,000 CFM	\$1,573.00	30 days
	• VAV without reheat: 2,000 – 3,000 CFM	\$1,593.00	30 days
	• VAV with reheat: 0 – 1,000 CFM	\$3,445.00	30 days
	• VAV with reheat: 1,000 – 2,000 CFM	\$3,618.00	30 days
	• VAV with reheat: 2,000 – 3,000 CFM	\$3,658.00	30 days
10.	Replace existing rooftop DX condensing units		
	• 2-ton Liebert with reconnection to HVAC control system	\$9,399.00	30 days
	• 5-ton Carrier	\$14,485.00	30 days

KEY PERSONNEL
(See Agreement 3.02)

Position	Name
Project Manager	Garry Thompson
Design Manager	Matt Christianson
General Superintendent	Brian Smith
Superintendent	Matt Stearns
Engineer of Record	Matt Christianson
Designer of Record	Nexus Engineering
Quality Control Manager	Eli Champion
Safety Manager	Daniel Newsom

Annex 1

A copy of Design-Build Team Best and Final Proposal dated July 15, 2016, appended to this Document 00 5200 as Annex 1 for reference.

[Attached]

Annex 1



P.O. Box 4399 - 1420 Coldwell Avenue, Modesto, CA 95352
Tel: (209) 524-6601 Fax: (209) 524-6931
Contractor's License #174777

July 15, 2016

Stanislaus County
1010 10th Street, Suite 6800
Modesto, CA 95354
Tel: (209) 525-6333 Fax: (209) 544-6226

ATTN: PATRICIA HILL THOMAS
PROJECT: STANISLAUS COUNTY COMMUNITY SERVICES FACILITY HVAC ROOFTOP EQUIPMENT
AND CONTROLS REPLACEMENT PROJECT
SUBJECT: **SCOPE OF WORK**

Champion Industrial Contractors, Inc. is pleased to provide a quote for tools, material and labor to complete the above referenced project. The following is our scope of work:

BASE PROPOSAL WITH ACCELERATED SCHEDULE:

Design and construct the new HVAC equipment system and controls system for the Community Services Facility.

1. Extension of parking surface.
 - Excavate 60 cubic yards and haul from the site
 - Grade and compact 2,700 square feet
 - Furnish, lay & roll 4" of ¾" aggregate base rock & 3" of asphalt concrete on 2,700 square feet
 - Furnish and install 130 linear feet of 2x4 header-boards.
 - Stripe 12 parking stalls
 - County standards
 - Applicable Codes
2. Test and balance work
 - Pre and final air balance (AC-1 thru 11)
 - Final water balance
 - Single-line color cad drawings – VAV Boxes
 - Assistance with commissioning
3. Fire Alarm System
 - Remove the existing duct detectors and disconnect low voltage wiring and reinstall
 - Reroute and run new cable inside of the new HVAC units after they are installed
 - Terminate low voltage cabling to the duct detector
 - Perform functional test
 - Perform a test with the building inspector
4. Building Management System (BMS)
 - Provide an Alerton Ascent-Compass Energy Management and Temperature control system to match the existing Alerton systems.
 - Design and Commissioning:
 - The air handlers will be provided with proper instrumentation, VAV box naming conventions and unique addressing schema will be developed and adhered to during design.
 - Development of complete point to point installation wiring diagrams and submittal documentation.

- Coordination with the AHU manufacturer to provide the AHU's.
- Manufactured control panels that will be sent to the factory for factory installation.
- Testing and verification of the sequence of operations, pre-functional and functional testing of the HVAC system. This includes sending a technician to the factory to assist in the run testing of the pre-programmed controllers for the first AHU to effectively prove the program works and the supply and return fan VFD's operate properly and communicate over the their MS/TP serial BACnet port connection, all air flow measuring stations, temperature sensors and current switches are reading correctly, all damper actuators respond correctly, emergency shutdown of VFD's operates properly, hot water coil valve operates properly, stages of cooling respond to staging signals, duct and building static pressure transducers are responding and High Supply Duct static pressure safety operates properly.

Phase One:

- VAV box controls replacement, Fan coil controls replacement, Installation of Alerton Global ACM controllers, etc of below roof work
 - Develop the VAV box naming convention and address list, assign numbers to each VAV box, develop valve schedule, graphics and floor plans and submit for review.
 - 1 – On-site service computer for nightly program and graphic's updates, air balance assistance and system supervision.
 - 2 – ACM global control modules installed in NEMA-1 enclosures and mounted where the existing Lingo's are located. The County will have to provide two temporary Ethernet Address connections until the Alerton system is fully installed in the building.
 - Install Control transformers and install 24 VAC power wiring to each VAV box location that doesn't already have power.
 - Pull a separate MS/TP Communication trunk to each floor in each Pod from the ACM's so communication wiring can be easily isolated and identified for future work.
 - Cap and abandon in place pneumatic control air piping and insure pneumatic control lines supplying the smoke/fire damper actuators remains intact with no leaks.
 - Each VAV box worked on each night will be added to the Alerton Graphics floor plan each night and be fully operational by the next morning. Any Novar controlled VAV box replaced with Alerton controller will be removed from the Novar server graphics each night so no confusion occurs during daily operation of the building.
 - 257 – SD-VAV controllers installed on cooling only VAV boxes with new damper actuators, discharge air and space temperature sensors.
 - 136 – SD-VAV controllers installed on VAV boxes with reheat coils with new heating coil control valves, supply air temperature sensors, damper actuators and space temperature sensors.
 - Rough air balance of each VAV box worked on during the night so that the VAV box is air balanced but not the quadrant dampers.

- 39 - Spaces requiring CO2 monitoring for demand ventilation will have space temperature sensors with CO2 detection integral to the space sensor. Note: All space temperature sensors will have humidity sensors in addition to temperature.
 - 12 – VLC-651 controllers to replace Novar controllers on Liebert split systems with new supply air temperature sensors and space temperature sensors. Fan coil controllers will have fan run status current switches which are not installed at present.
 - 1 – Hot water system Novar control system replaced with an Alerton control system.
 - Complete clean-up of area worked in each night.
- Phase Two:
- 11 (E) AHU's removed and 11 (N) AHU's installed on roof
 - Approved installation wiring diagrams, components data sheets and sequences of operation for AHU's.
 - 11 – Communication wiring trunks, 11 building static pressure transducer tubes and 11 supply duct static pressure transducer tubes will be readied for quick installation through curb to new AHU control compartments.
 - 1 – Factory run test completed to prove AHU and factory installed pre-programmed Alerton controls work properly prior to first unit shipping.
 - 11 – AHU controllers mounted on back plates with the following components for each AHU (Items marked with asterisks are components Season Four factory are providing themselves).
 - * Supply and Return Fan VFD's with BACnet MS/TP serial port connections.
 - * Minimum outside air Air Flow Measuring Stations.
 - * Supply and Return Fan inlet pitot tube AFMS devices for fan tracking and building static pressure control.
 - * Minimum OSA and economizer damper actuators.
 - * Supply air duct smoke detectors.
 - 4 – Current sensors for run status of cooling stages per AHU,
 - 1 – Hot water coil control valve with NEMA-4X enclosure per AHU.
 - 4 – Separate economizer and minimum outside air damper actuator outputs (Owner required points) per AHU. 1 – Low temperature sensor and controller per AHU
 - 3 – Supply air, mixed air and return air temperature sensors per AHU.
 - 1 – Dirty Filter switches and high supply duct static protection controllers per AHU 1 – Supply duct static pressure transducers per AHU.
 - 1 – Building static pressure transducers per AHU.
 - 6 - Weekends for connecting the AHU's to the Alerton control system, bring the units on line, check and test operation, point to point graphic check out to verify all points are showing on the graphic screens, verify VAV box information is being received by correct AHU for supply air temperature reset and static pressure reset of the AHU.
 - 16 – Exhaust fan interlocks re-connected and tested so that
 - AHU-1 energizes EF-1
 - AHU-2 energizes EF-2
 - AHU-3 energizes EF-3

- AHU-4 energizes EF-4, EF-5
 - AHU-5 energizes EF-7, EF-8
 - AHU-6 energizes EF-6, EF-9
 - AHU-7 energizes EF-11
 - AHU-8 energizes EF-12
 - AHU-9 energizes EF-15
 - AHU-10 energizes EF-13
 - AHU-11 energizes EF-16
 - 1 – Kitchen MAU and KEF interlock will be tested and verified as operational.
 - 1 – Hot water control system designed, installed, programmed and tested to be determined by the Design team depending on which options are negotiated with the County.
 - Training and demonstration as required in section 017900 as it applies to the HVAC control system with training synopsis, outline and days or training as required.
 - Assistance with the final air and water balance of the project.
 - Systems started and checked for proper operation.
 - Commissioning of the control system as developed by the Design/Build team.
 - System Graphics and program installed on Stanislaus County's existing Alerton Compass Server.
 - Control System Submittal installation drawings and submittal data sheets
 - O&M manuals and Two Year Parts and Labor Warranty.
5. Electrical Work:
- Single-point connections to HVAC equipment shown on mechanical plans.
 - Fire alarm system materials and labor as required for the integration of the HVAC equipment referenced above.
 - Design fees
 - As-built drawings
 - Fireproofing of electrical conduit penetrations.
 - Electrical power safe-off.
 - This proposal includes group control of the FSDs via the fire alarm system. There are no provisions to control each FSD individually utilizing a dedicated fire alarm module.
 - Utilization of the existing feeders or branch circuits for all equipment that is to be replaced. Existing feeders or branch circuits will be extended as required.
 - Based upon use of industry standard, code compliant materials and methods.
6. Replacement of rooftop HVAC equipment
- Replacement Rooftop variable volume, central station AC units, as specified to replace the existing York/Miller-Picking units. These new SEASONS-4 units with will have compressorized DX cooling & hot water heating coil and are selected for 460-3-60 power. All existing units will be measured by a factory technician prior to fabrication. They are ETL Listed equipment.

NOTE: These new units will ship in ONE piece and fit the roof curb footprint of the existing units

- The Seasons 4 unit is guaranteed to fit the existing curb and will be provided with the following:
 - Factory operational test with fully functioning controls
 - Factory air leakage test and sound calculations will be provided .
 - Travel costs for owner's representative to witness the first unit test
 - All units will have multiple scroll compressors mounted on neoprene rubber isolators
 - Digital scroll as the lead compressor with Independent R-410A refrigerant circuits
 - All units will have 2" MERV-8 pleated & 12" MERV-13 pleated filters with filter gauge
 - Stainless steel filter rack frame
 - DX cooling coil with stainless steel coil casing and SS IAQ drain pan
 - Hot water heating coil, 2-row/8 FPI (valve & actuators by others-field installed by others)
 - Each unit will have 2 separate transformers factory installed (460/120V & 120/24V)
 - Hinged access doors with single handle door latch system and door holdbacks
 - Cadet gray Kynar pre-finished embossed aluminum exterior panels
 - Double wall panel construction, no exposed insulation in conditioned air section
 - Cabinet completely insulated with 2" polyurethane foam insulation (R-13)
 - Access doors with aluminum frame, single handle, multiple latch closures with stainless steel hold back latches
 - Direct drive supply & return air fans - SWSI airfoil with seismic spring isolators
 - Piezometer rings provided on SA & RA fans for airflow measuring
 - Premium efficiency motors on SA & RA fans with shaft grounding rings
 - VFD's on both SA and RA fans with a manual bypass capability
 - 0 - 100% outdoor air damper with bird screen, OSA, EA & RA dampers
 - Low leak, aluminum airfoil dampers for the OSA, EA & RA
 - Modulating damper actuators provide & installed by Seasons 4 (OSA, RA & EA)
 - Airflow measuring station provided on OSA intake
 - Single feed electrical with unit mounted, non-fused disconnect switch, thru the door type
 - Unit manufactured to match existing duct dimensions (ducts may need to be extended).
 - Utility connections are located to require minimal field effort to re connect each system
 - Curb gaskets shipped with the unit (self-adhesive, closed cell neoprene)
 - Marine style vapor proof service lights provided per specifications 120 volt, 10 AMP ground fault convenience outlet
 - Oversized condenser surface with energy efficiency motors & condenser coil guard
 - High and low pressure controls with anti-short cycle pump down systems

- Condenser fan cycling for mild ambient conditions
- Evaporator freezestat and ambient lockouts for cooling and heating
- Phase loss protection
- Refrigerant piping to include suction & liquid line filter, insulated suction line, sight glass, solenoid valve and thermostatic expansion valve
- DDC controls (supplied by others) factory installed and wired by SEASONS 4
- Two (2) year parts warranty on entire unit after start-up
- Three (3) year extended compressor parts warranty
- Factory technician to supervise rigging to ensure proper fit
- Factory technician to do final start-up for all units including owner training.

FOR THE SUM OF: \$4,682,102.00

FOUR MILLION SIX HUNDRED EIGHTY-TWO THOUSAND ONE HUNDRED TWO DOLLARS

ITEM:

4. Accelerated Schedule by 90 days to 9 months

ADD FOR THE SUM OF: \$50,000.00

FIFTY THOUSAND DOLLARS

GRAND TOTAL ITEMS 1 & 4 FOR THE SUM OF: \$4,732,102.00

FOUR MILLION SEVEN HUNDRED THIRTY-TWO THOUSAND ONE HUNDRED TWO DOLLARS

Sincerely,
CHAMPION INDUSTRIAL CONTRACTORS INC.

John Walter
Chief Operations Officer
(209) 524-6601 ext. 208

JW/sg



P.O. Box 4399 - 1420 Coldwell Avenue, Modesto, CA 95352
Tel: (209) 524-6601 Fax: (209) 524-6931
Contractor's License #174777

July 15, 2016

Stanislaus County
1010 10th Street, Suite 6800
Modesto, CA 95354
Tel: (209) 525-6333 Fax: (209) 544-6226

ATTN: PATRICIA HILL THOMAS
PROJECT: STANISLAUS COUNTY COMMUNITY SERVICES FACILITY HVAC ROOFTOP EQUIPMENT
AND CONTROLS REPLACEMENT PROJECT
SUBJECT: **SCOPE OF WORK**

Champion Industrial Contractors, Inc. is pleased to provide a quote for tools, material and labor to complete the above referenced project. The following is our scope of work:

ITEM 6:

ALTERNATE 2- DAMPERS:

6. Replace existing fire/smoke pneumatic damper actuators to electric.
Labor, materials, cabling, engineering, and testing to control up to thirteen (13) 120 vac Fire/Smoke Damper circuits.
 - Installation of up to 13 addressable relay modules at or near electrical rooms to activate the fire/smoke dampers upon general alarm.
 - Installation of plenum cable (free-air) supported by j-hooks.
 - One 15amp, 120vac auxiliary relay (requires 120 vac for the coil, fbo) per addressable relay to handle the current load.

Includes:

- Provision of equipment and cabling per this scope of work
- Engineering, Submittals, and shop drawings per TSI Standards
- Terminal cabinet makeup
- Shop drawings and product submittals shall be provided.

Connect 119 FSDs with Electric Actuators

Fire smoke dampers are tested by measuring the pressure differential at the pick-up tubes and ensuring adequate air velocity at the sensor location. If required the smoke heads can be smoke tested for correct operation.

ADD FOR THE SUM OF: \$518,765.00

FIVE HUNDRED EIGHTEEN THOUSAND SEVEN HUNDRED SIXTY-FIVE DOLLARS

Sincerely,
CHAMPION INDUSTRIAL CONTRACTORS INC.

John Walter
Chief Operations Officer
(209) 524-6601 ext. 208

JW/sg



P.O. Box 4399 - 1420 Coldwell Avenue, Modesto, CA 95352
Tel: (209) 524-6601 Fax: (209) 524-6931
Contractor's License #174777

July 15, 2016

Stanislaus County
1010 10th Street, Suite 6800
Modesto, CA 95354
Tel: (209) 525-6333 Fax: (209) 544-6226

ATTN: PATRICIA HILL THOMAS
PROJECT: STANISLAUS COUNTY COMMUNITY SERVICES FACILITY HVAC ROOFTOP EQUIPMENT
AND CONTROLS REPLACEMENT PROJECT
SUBJECT: **SCOPE OF WORK**

Champion Industrial Contractors, Inc. is pleased to provide a quote for tools, material and labor to complete the above referenced project. The following is our scope of work:

ITEM 5:

ALTERNATE 1- BOILERS:

5. Replace the (2) existing natural gas fired heating hot water boilers.
 - Demolish the two (2) existing hot water boilers.
 - Supply and install two (2) Bryan HE-RV500-W-FDG-LX boilers with sub 9ppm low NDX burner, UL/FM CSD.1 codes.
 - Supply new piping, electrical, and controls as needed for the functional operation of the new boilers.
 - Supply new piping insulation and labeling as needed in the boiler room.
 - Provide all crane operations as required.

ADD FOR THE SUM OF: \$385,966.00

THREE HUNDRED EIGHTY-FIVE THOUSAND NINE HUNDRED SIXTY- SIX DOLLARS

Sincerely,
CHAMPION INDUSTRIAL CONTRACTORS INC.

John Walter
Chief Operations Officer
(209) 524-6601 ext. 208

JW/sg



P.O. BOX 4399 451 TULLY ROAD MODESTO, CA 95352
 (209) 526-4900
 CONTRACTOR'S LICENSE # 174777

MECHANICAL SERVICES DIVISION

Name Stanislaus County Job Location 251 East Hackett Rd
 Address 1010 10th street suite 6800
Modesto Ca 95354 Job Phone 209-525-6333
 Attention Chris Brooks Phone 209-652-0483

AGREEMENT FOR MECHANICAL PERIODIC MAINTENANCE

This maintenance is to consist of inspection, lubrication and necessary adjustments as described in our Periodic Maintenance Service. The following items, if applicable, are to be serviced on a 90 day basis.

PERIODIC MAINTENANCE SERVICE

- | | | |
|--|--|--|
| <p>GENERAL</p> <p><input type="checkbox"/> Report to Owner or Representative upon arrival.</p> <p><input type="checkbox"/> Check out also when leaving premises.</p> <p><input type="checkbox"/> Notify Owner or Representative of any services or materials required to maintain system in proper operating condition.</p> <p><input type="checkbox"/> Maintain cleanliness of equipment and machinery areas.</p> <p><input type="checkbox"/> Check and report any unusual noise or vibration.</p> <p><input type="checkbox"/> Check general operation and condition of equipment.</p> <p><input type="checkbox"/> Report on both in-house log sheet and signed work orders, all work performed.</p> <p><input type="checkbox"/> Check operation of all sump pumps and service as needed. (Moving the sump pump and cleaning pumps are not under contract)</p> <p><input type="checkbox"/> COMPRESSOR: <input checked="" type="checkbox"/> Reciprocating</p> <p><input type="checkbox"/> Check for proper oil level and pressure.</p> <p><input type="checkbox"/> Check discharge and suction pressure.</p> <p><input type="checkbox"/> Check operation of high and low pressure controls.</p> <p><input type="checkbox"/> Check for proper operation of capacity control.</p> <p><input type="checkbox"/> Check refrigeration charge and system condition.</p> <p><input type="checkbox"/> Check for operation of crankcase heater.</p> <p><input type="checkbox"/> Check shaft seal for leaks and inspect coupling.</p> <p><input type="checkbox"/> Check voltage and amperage of compressor motor.</p> <p><input type="checkbox"/> Using 500 volt megger, meg all compressor windings 10 horsepower and above report conditions on work orders.</p> <p><input type="checkbox"/> HEAT REJECTION SYSTEMS:
 <input type="checkbox"/> Air Cooled <input type="checkbox"/> Cooling Tower</p> | <p><input checked="" type="checkbox"/> Evap. Condenser</p> <p><input type="checkbox"/> Lubricate fans and adjust belt tension.</p> <p><input type="checkbox"/> Inspect air cooled condenser – clean as needed.</p> <p><input type="checkbox"/> Inspect coils and piping for oil and refrigerant leaks.</p> <p><input type="checkbox"/> Check operations of head pressure controls.</p> <p><input type="checkbox"/> Check water regulating valves operation.</p> <p><input type="checkbox"/> Check bleed off rate and float operation.</p> <p><input type="checkbox"/> Check internal tower strainers and sump condition.</p> <p><input type="checkbox"/> Inspect operation of water treatment equipment.</p> <p><input type="checkbox"/> Inspect scaling on water side of tower and condensers.</p> <p><input type="checkbox"/> Inspect operation of condenser pumps and lubricate as needed.</p> <p><input type="checkbox"/> AIR HANDLING SYSTEMS:
 <input type="checkbox"/> Adjust fan belt tension and inspect condition.
 <input type="checkbox"/> Lubricate fans and motors as needed.
 <input type="checkbox"/> Check condensate pans and traps – clean as needed.
 <input type="checkbox"/> Inspect outside air intakes – clean as needed.
 <input type="checkbox"/> Check dampers settings and lubricate as needed.
 <input type="checkbox"/> Inspect cooling and heating coils – report condition.
 <input type="checkbox"/> Inspect and report filter and cabinet condition.
 <input type="checkbox"/> Inspect operation of motor starters and wiring.
 <input type="checkbox"/> Check amperage and voltage to motors as needed.
 <input type="checkbox"/> Inspect operation of chilled and hot water pumps.
 <input type="checkbox"/> Lubricate pumps and motors as needed.</p> <p>HEATING SYSTEMS</p> <p><input type="checkbox"/> Steam Boiler <input type="checkbox"/> Hot Water Generator
 <input type="checkbox"/> Gas Furnace <input type="checkbox"/> Electric Duct Heater</p> | <p><input type="checkbox"/> Inspect main burner condition and operation.</p> <p><input type="checkbox"/> Inspect pilot operation and safety controls.</p> <p><input type="checkbox"/> Inspect gas controls operation of piping.</p> <p><input type="checkbox"/> Inspect flue and stack condition.</p> <p><input type="checkbox"/> Check low water controls of expansion tank.</p> <p><input type="checkbox"/> Log boiler control and safety report.</p> <p><input type="checkbox"/> Check operation and service condensate vacuum pump.</p> <p><input type="checkbox"/> Inspect boiler tubes, refractory and report.</p> <p><input type="checkbox"/> Check boiler water treatment and blow down controls.</p> <p><input type="checkbox"/> Inspect furnace, burner and operation.</p> <p><input type="checkbox"/> Check furnace controls and leaving air temperature.</p> <p><input type="checkbox"/> Clean and inspect furnace draft blower wheels.</p> <p><input type="checkbox"/> Check electric coil amperage and wiring.</p> <p><input type="checkbox"/> Check electric coil controls and air flow switch.</p> <p><input type="checkbox"/> Inspect operation of domestic water heater and report.</p> <p><input type="checkbox"/> Service and lube domestic hot water circulating pump.</p> <p>CONTROLS <input type="checkbox"/> Electric <input checked="" type="checkbox"/> Electronic <input type="checkbox"/> Pneumatic</p> <p><input type="checkbox"/> Check operation and controls of control air compressor.</p> <p><input type="checkbox"/> Service control compressor and motor.</p> <p><input type="checkbox"/> Check and service refrigerated drier.</p> <p><input type="checkbox"/> Drain, replace control air compressor oil, as needed.</p> <p><input type="checkbox"/> Inspect operation of damper system, lubricate as needed.</p> <p><input type="checkbox"/> Inspect operation of thermostats and controllers.</p> <p><input type="checkbox"/> Inspect electrical relays, switches and wiring.</p> <p><input type="checkbox"/> Inspect automatic valve operation and stem packing.</p> <p><input type="checkbox"/> Check and adjust time clocks.</p> <p><input type="checkbox"/> Check by-pass control positions.</p> |
|--|--|--|

Specific Maintenance Functions
 Filters Merv 8 and merv 13 Filter Frequency 90 days
 Water Treatment included
 Tower n/a Hot & Cold Loops included Boiler included
 Filter type 2" merv-8 changed Quarterly/12" merv-13 yearly

Hot water pumps	<u>included</u>	Oil Acid Test	<u>included</u>
Chiller Annuals	<u>n/a</u>	Boiler Annuals	<u>included</u>
Control Maintenance	<u>n/a</u>	Belt Replacement	<u>Includ</u>
Condenser coil and evaporator coil cleaning			<u>included</u>
See attached information sheet.	<u>yes</u>		

COMMENTS: Normal working hours under this agreement are from 8:00 a.m. to 4:30 p.m. each day (unless changed by union negotiation) Monday through Friday inclusive except for legal holidays. Work will not be performed during other hours except at the request of the owner. Prior to performing such overtime work, our rates will be fully explained.

The Owner agrees to pay \$41,378.00 per year. You will be invoiced after each maintenance call \$ 10,344.50 per service.

NOTE: If a purchase order number or special instructions are required for invoicing under this agreement, please indicate here:
 Purchase Order No.: _____

The **TERMS AND CONDITIONS** stated on the reverse shall be an integral part of this agreement.

The foregoing is hereby accepted
 This _____ day of _____ 2016
 Signed _____
 Name Jeff Hedden-Service Manager
 Per CHAMPION INDUSTRIAL CONTRACTORS, INC.

The foregoing is hereby accepted
 This _____ Day of _____ 2016
 Signed _____
 Name _____
 Per _____

"RADIO DISPATCHED – 24 HOUR SERVICE"

TERMS AND CONDITIONS

1. If a call other than a scheduled call is made at the request of the owner, it is to be charged at the prevailing rate during normal working hours and the prevailing rate for overtime, plus the transportation charges and expenses.
2. The owner agrees to pay for parts used or replacement devices required under this agreement. The standard manufacturer's guarantee shall apply to all replacement parts. No warranty is made for loss of refrigerant.
3. The contractor shall have the right to stop work for nonpayment within thirty days from the date of service. In the event of such nonpayment, contractor may keep the job idle and may refuse to do any service work until all payments are received.
4. Owner understands that this is a service agreement only. Contractor makes no warranty as to the suitability, longevity or fitness for purpose of owner's equipment. Owner understands that carefully maintained equipment may and will fail on occasion, and owner waives any claims against contractor for any such failure or any damage resulting therefrom.
5. Contractor warrants that they will use their best efforts to maintain owner's equipment and to forewarn of potential problems. However, failure to foresee and correct breakdowns before they occur is not a breach of contractor's obligation under this agreement and owner waives any claims against contractor for failing to do so.
6. Contractor will service all emergency calls as quickly as possible. Owner shall not hold contractor responsible for any damage caused by delay in servicing equipment and for delay in obtaining necessary repair parts.
7. Any unpaid balances under this contract shall be subject to finance charges of 1 ½% per month. If legal action is necessary to collect any sums due under this agreement, the prevailing party shall be entitled to reasonable attorney fees and court costs.
8. This agreement shall run from year to year; however, it may be cancelled or amended by either party upon thirty days written notice and is subject to an annual increase or decrease based on the actual cost percentage of labor and increases or decreases during the term of the contract.



P.O. Box 4399 - 1420 Coldwell Avenue, Modesto, CA 95352
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Contractor's License #174777

July 15, 2016

Stanislaus County
1010 10th Street, Suite 6800
Modesto, CA 95354
Tel: (209) 525-6333 Fax: (209) 544-6226

ATTN: PATRICIA HILL THOMAS
PROJECT: STANISLAUS COUNTY COMMUNITY SERVICES FACILITY HVAC ROOFTOP EQUIPMENT
AND CONTROLS REPLACEMENT PROJECT
SUBJECT: **SCOPE OF WORK**

Champion Industrial Contractors, Inc. is pleased to provide a quote for tools, material and labor to complete the above referenced project. The following is our scope of work:

PREVENTATIVE MAINTENANCE- BOILERS:

Water tube Boiler(s) – Boiler Annual+ Program
Complete Boiler Cleaning and Inspection Service

Included in our annual inspections:

- Prior to starting work on this boiler, perform Lock Out/ Tag Out on inlet/ outlet water valves, natural gas supply valve, boiler blowdown valves, boiler and blower motor electrical disconnects.
- Drain the boiler and open all waterside man-ways, low water cut-offs, boiler connections for water columns, blowdown and feedwater inlets.
- Wash all loose mud and scale out of boiler drums and low water cut-off bowls. Rod out boiler connections, if necessary.
- Clean all waterside gasket surfaces and replace using new gaskets.
- Open all firebox access doors, inspect the tubes for any signs of leakage, refractory and insulation damage.
- Inspect burner refractory, point up any wear or deterioration in the firebox, seal all cracks and seams with mortar or refractory repair cement.
- Inspect the burner, tighten and lubricate all linkages.
- Clean any debris and chemical build up from the firebox.
- Close-up fireside of boiler with new gaskets and verify gaskets seal properly.
- Close-up the waterside with new gaskets.
- Fill unit to proper operating water level and verify no leaks present.
- Check and replace any worn linkage ball joints, as needed.
- Clean the burner air damper.
- Inspect the pilot and adjust the ignition electrode arc gap.
- Tune-up on Natural Gas using electronic analyzer to adjust combustion for lowest emissions and maximum efficiency.
- Leave test results with customer for Select AQMD records.
- Test all operating controls for proper operation.
- Test all safety limits for proper operation.
- Report on overall condition of boiler.
- Leave work area broom clean.

All Boilers (except copper fin) – Planned Preventative Maintenance (PPM)

Included in our preventative maintenance:

- Inspecting the burner, including tightening and lubricating all linkages.
- Inspect the burner, tighten and lubricate all linkages.
- Check and replace worn linkage ball joints, as needed.
- Inspect and clean the air damper assembly.
- Replace filter with customer supplied air filter if applicable.
- Inspect pilot and adjust ignition electrode arc gap.
- Verify combustion using electronic analyzer to adjust combustion for lowest emissions and maximum efficiency.
- Leave test results with customer for Select AQMD records.
- Test all safety limits for proper operation.
- Test all operational controls for proper operation.
- Report on the overall condition of the boiler.
- Leave the work area broom clean.

STANISLAUS COUNTY COMMUNITY SERVICES AGENCY HVAC MAINTENANCE CHECKLIST

Date of Preventive Maintenance: _____

	S P R I N G	S U M M E R	F A L L	W I N T E R	
CONDENSING UNITS					
<input type="checkbox"/>	X	X	X	X	Inspect air conditioning system for refrigerant and oil leaks.
<input type="checkbox"/>					Clean outdoor coil if dirty. Comb fins.
<input type="checkbox"/>	X	X			Measure and record compressor amperage draw.
<input type="checkbox"/>					Measure and record suction and discharge pressures.
<input type="checkbox"/>	X				Measure and record suction superheat temperature.
<input type="checkbox"/>	X				Measure and record outdoor fan motor amperage draw.
<input type="checkbox"/>	X		X		Lubricate outdoor fan motor as needed.
<input type="checkbox"/>	X	X	X	X	Inspect outdoor fan blade for cracks, corrosion and defects.
<input type="checkbox"/>					Inspect cabinet for organic matter, corrosion and defects. Clean as needed.
<input type="checkbox"/>		X			Inspect compressor overloads, overheat, high and low pressure safety devices.
<input type="checkbox"/>			X		Inspect and verify operation of compressor crankcase heaters (if applicable)
<input type="checkbox"/>					Check all belts for wear proper tension and alignment (if applicable). Replace in sets as needed.
<input type="checkbox"/>	X		X		Check all sheaves for wear, alignment and tightness.
<input type="checkbox"/>					Check heat pump reversing valve for proper operation (if applicable.)

ECONOMIZER (MODULATING OR FIXED):

<input type="checkbox"/>	X		X		Inspect dampers, linkage and operators for proper operation. Clean and service.
<input type="checkbox"/>	X		X		Exercise dampers, linkage and operators.
<input type="checkbox"/>	X		X		Clean intake/exhaust openings and bird screens. Replace filter (if applicable).

EXHAUST FANS

- | | | | | |
|--------------------------|---|--|---|--|
| <input type="checkbox"/> | X | | X | Lubricate fan motors per mfg. recommendations (if applicable) |
| <input type="checkbox"/> | X | | X | Check motor capacitors for leaking, swelling and improper operation. |
| <input type="checkbox"/> | X | | X | Inspect motor to fan or blower connection. Adjust and tighten as needed. |
| <input type="checkbox"/> | X | | X | Check all belts for wear, proper tension and alignment. Replace worn or defective belts in sets. |
| <input type="checkbox"/> | X | | X | Check all sheaves for wear, alignment and tightness |
| <input type="checkbox"/> | X | | X | When belt guards are removed, ensure that they are properly and securely replaced. |

BOILER AND PUMPS

- | | | | | | |
|--------------------------|---|---|---|---|--|
| <input type="checkbox"/> | X | X | X | X | Chemical testing O2, CO2, deaerator, pH, sodium hydroxide, TSD |
| <input type="checkbox"/> | X | X | X | X | Make up water TDS, hardness, and pH. |

NOTES / RECOMMENDATIONS:

Maintenance performed by:
Champion Mechanical Services

Approved by:
Stanislaus County CSA

Technician Name: _____

Manager Name _____

Signature _____

Signature _____

Date: _____

Date: _____

HVAC EQUIPMENT MAINTENANCE REPORT - SPRING START-UP COVER SHEET

DATE: _____

TECHNICIAN/COMPANY: _____

CURRENT OUTDOOR TEMPERATURE: _____

CURRENT OUTDOOR HUMIDITY: _____

CURRENT INDOOR HUMIDITY: _____

NUMBER OF UNITS IN STORE: _____

DOES THIS STORE HAVE A ROOF HATCH: _____

IF APPLICABLE, ENSURE NOVAR HOA SWITCHES ARE SET TO "AUTO"
AND NOVAR OPUS/SAVVY/EC PANEL COVER IS ON

IF APPLICABLE, ENSURE THERMOSTATS ARE SET AS FOLLOWS:

Occupied Cool:	74	Unoccupied Cool:	85
Occupied Heat:	68	Unoccupied Heat:	55

PLEASE CHECK FUNCTIONING OF EXHAUST FANS: _____

Note quantity checked: _____

PLEASE NOTE CLEANLINESS OF RETURN AIR VENTS: _____

PLEASE LIST ANY EQUIPMENT OTHER THAN PACKAGE UNITS AT THIS LOCATION
(EX: BOILERS, COOLING TOWERS, SPLIT SYSTEMS):

IMPORTANT: PLEASE CHECK IF CRITICAL REPAIRS ARE REQUIRED



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ATTN: PATRICIA HILL THOMAS
PROJECT: STANISLAUS COUNTY COMMUNITY SERVICES FACILITY HVAC ROOFTOP EQUIPMENT
AND CONTROLS REPLACEMENT PROJECT
SUBJECT: **SCOPE OF WORK**

Champion Industrial Contractors, Inc. is pleased to provide a quote for tools, material and labor to complete the above referenced project. The following is our scope of work:

CLEANING VAV BOX HW REHEAT COILS:

1. Cleaning of reheat coils.

To include:

- Shut down HVAC units prior to start of work.
- Protect all appurtenances and equipment in work area that may be affected by scope of work with fire retardant polyethylene sheeting.
- Furnish the following to each worker throughout working hours.
 - Disposable full body Tyvek suits.
 - Respirators with HEPA filters.
 - Safety glasses, hard hats, visible vests.
 - Disposable gloves
- Locate access for coils. Install access as needed.
- Take before digital photos. (With permission)
- Provide containment at areas being worked on, as to prevent contamination from air born particulates. Create negative pressure environment in ducts worked on. (HEPA Filtration)
- HEPA vacuum coil surfaces on both sides and surrounding surfaces of VAV, until all visible debris is removed. Maintain negative pressure. HEPA filtered 99.97% collection efficiency.
- Place plastic covers or cardboard air stops, within area of cleaning (VAV box) to ensure negative air flow.
- Starting at down side stream, top of coil down, Air wash until no further debris is released. Repeat up stream, to render coil visually clean. Maintaining negative pressure, at all times.
- Placement of plastic around work areas, to ensure cleanliness. Repeat activity for each reheat coil. (All house cleaning measures will be maintained)
- Visually inspect all surfaces cleaned.
- Take after digital photos. (With permission)
- No equipment will be stored on site.
- All employees will dispose of coveralls as clothing waste at the end of each day and place in doubled 3mil poly bags and labeled. All HEPA vacuum bags will be placed in doubled 3mil poly bags, labeled and removed from sight each day.
- At the end of each shift, the area of the building that has been cleaned will be returned to its original condition.
- All daily reports will be filled out with the day's work progress.

- All cleaning will conform to "NADCA" Standards. (Approx. 14 days to complete)

FOR THE SUM OF: \$60,798.00

SIXTY THOUSAND SEVEN HUNDRED NINETY-EIGHT DOLLARS

EXCLUSIONS:

1. None

Sincerely,
CHAMPION INDUSTRIAL CONTRACTORS INC.

John Walter
Chief Operations Officer
(209) 524-6601 ext. 208

JW/sg



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AND CONTROLS REPLACEMENT PROJECT
SUBJECT: **SCOPE OF WORK**

Champion Industrial Contractors, Inc. is pleased to provide a quote for tools, material and labor to complete the above referenced project. The following is our scope of work:

CLEANING PIPE STRAINERS AT THE REHEAT BOXES:

1. Cleaning of the pipe strainers.

FOR THE SUM OF: \$No Cost

EXCLUSIONS:

1. None

Sincerely,
CHAMPION INDUSTRIAL CONTRACTORS INC.

John Walter
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AND CONTROLS REPLACEMENT PROJECT
SUBJECT: **SCOPE OF WORK**

Champion Industrial Contractors, Inc. is pleased to provide a quote for tools, material and labor to complete the above referenced project. The following is our scope of work:

CALCULATING COOLING CAPACITY FOR HVAC UNITS:

1. Detailed by Nexus Engineering calculations for the cooling capacity for the eleven (11) HVAC units.
To include:
 - Design services to create an energy model of a 250,000sq.ft. building in order to confirm the actual loads prior to selectin new air handlers.
 - Final load calculations

FOR THE SUM OF: \$9,998.00
NINE THOUSAND NINE HUNDRED NINETY-EIGHT DOLLARS

EXCLUSIONS:

1. None

Sincerely,
CHAMPION INDUSTRIAL CONTRACTORS INC.

John Walter
Chief Operations Officer
(209) 524-6601 ext. 208

JW/sg