

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

DEPT: Chief Executive Office

BOARD AGENDA # *B-4

Urgent ☐

Routine ☒

AGENDA DATE October 15, 2013

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

4/5 Vote Required YES ☒ NO ☐

SUBJECT:

Approval to Award the Construction Contract for the Juvenile Justice Center Roofing and Heating, Ventilation and Air Conditioning Replacement Project to Acme Construction, Inc., and Related Actions

STAFF RECOMMENDATIONS:

1. Approve the award of a construction contract for the Juvenile Justice Center Roofing and Heating, Ventilation and Air Conditioning Replacement Project located at 2215 Blue Gum, Avenue, Modesto, California to Acme Construction, Inc. of Modesto, California for the lump sum amount not to exceed \$2,431,000.
2. Authorize the Project Manager to issue a Notice to Proceed upon receipt of proper insurance and bonds.

(Continued on Page 2)

FISCAL IMPACT:

As part of the 2012-2013 Adopted Final Budget, the Board of Supervisors authorized \$4.1 million of General Fund fund balance in the Chief Executive Office County Facilities budget for this project. Located at the Juvenile Justice Center at 2215 Blue Gum Avenue in Modesto, the original Juvenile Hall Detention Facility was constructed in 1976 and the Probation Administration Office was added on in 1978. Housing unit expansions were completed in 2000 and 2002.

(Continued on Page 2)

BOARD ACTION AS FOLLOWS:

No. 2013-500

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

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

Noes: Supervisors: None

Excused or Absent: Supervisors: None

Abstaining: Supervisor: None

1) ☒ Approved as recommended

2) ☐ Denied

3) ☐ Approved as amended

4) ☐ Other:

MOTION:



ATTEST: CHRISTINE FERRARO TALLMAN, Clerk

File No.

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STAFF RECOMMENDATIONS: (Continued)

3. Direct the Auditor-Controller to increase operating transfers out from the Juvenile Justice Center Roofing and Heating, Ventilation and Air Conditioning Replacement capital project fund by \$800,000, and decrease appropriations as outlined in the attached budget journal form.
4. Direct the Auditor-Controller to increase operating transfers into the Chief Executive Office County Facilities budget by \$800,000, and increase appropriations as outlined in the attached budget journal form.
5. Authorize the Project Manager to negotiate and sign contracts, work authorizations, and purchase orders for professional services needed in this phase of the project as long as they are within the approved project budget.
6. Authorize the Project Manager to negotiate and sign change order up to \$25,000, consistent with the County's Change Order Policy, as long as they are within the previously approved project budget.

FISCAL IMPACT: (Continued)

The roof of the Juvenile Hall Detention Facility is constructed of built up asphalt that has exceeded its life expectancy and has required extensive maintenance. The heating, ventilation and air conditioning (HVAC) system is dated and energy inefficient requiring repeated upkeep and maintenance. The existing HVAC is in failing condition and many replacement component parts are no longer available. The project scope previously approved by the Board of Supervisors includes the replacement of inefficient rooftop air handlers with new self-contained rooftop air cooled packaged HVAC units. Improvements will include the elimination of the need for a HVAC central plant and replacement of the HVAC control system. The Juvenile Hall Detention Facility roof and additional portions of the Probation Administration Office roofing field will be upgraded and repaired.

The Adopted Final Budget approved by the Board of Supervisors on September 11, 2012 included one-time funding in the amount of \$4.1 million in the Chief Executive Office County Facilities budget for this critical roofing and HVAC repair and replacement.

On March 26, 2013, the Board of Supervisors approved a Professional Services Agreement with Aetypic, Inc. of San Francisco, California to perform architectural and engineering services through the bridging design phase for the Project in the amount of \$180,000. Further, the Board of Supervisors authorized the Project Manager to expedite the project during the design process, if needed, by negotiating, approving and executing an Amendment to the Professional Services Agreement altering the approach from design-build to design-bid-build due to the specificity of this type of project. The Project Manager issued an Amendment to the Agreement to Aetypic, Inc., which was fully executed effective May 10, 2013 to change the project delivery to a design-bid-

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build approach with an increased scope of services to provide bid-ready construction documents and to increase compensation accordingly for these additional services. As previously authorized by the Board of Supervisors, the total compensation for Aetypic, Inc. increased from \$180,000 to \$250,000 for its added contracted scope of work necessary to proceed with a design-bid-build approach.

On August 13, 2013, the Board of Supervisors approved amending the total project budget to reflect a change to a design-bid-build project delivery methodology. As a result, the total design-bid-build construction budget increased to \$3,533,150. With approval of this change, the total estimated project budget remained \$4.1 million.

Adjustment to Project Budget Based on Bid Results

With the receipt of the construction bids well below the total project cost approved on August 13, 2013, it is appropriate now to establish the official total project budget for the Juvenile Justice Center Roof and HVAC Project Budget.

At this time, the Project Manager is returning to the Board of Supervisors to request authorization to award a construction contract to Acme Construction, Inc. of Modesto, California for the Juvenile Justice Center Roofing and Heating, Ventilation and Air Conditioning Replacement project for the lump sum not to exceed amount of \$2,431,000. The total recommended Project Budget is \$3,300,000 and includes all related project costs, construction and construction contingency, as outlined in the sources and uses table below:

	Previously Authorized Amount (8.13.2013)	Post-Bid Amount Recommended
Juvenile Justice Center Roofing and HVAC Sources		
Chief Executive Office - County Facilities	\$4,100,000	\$3,300,000
Total	\$4,100,000	\$3,300,000
Juvenile Justice Center Roofing and HVAC Uses		
	Amount	Amount
Salaries and Wages (Administration, Construction Mgmt.)	\$150,000	\$150,000
Architectural and Engineering	\$250,000	\$250,000
Inspections, Legal, Supplies, Publications	\$145,550	\$145,550
Cost Applied Charges (Building Maintenance Fund)	\$21,300	\$40,200
Design-Bid-Build Construction Contract including Contingency	\$3,533,150	\$2,714,250
Total	\$4,100,000	\$3,300,000

Additionally, an adjustment to Cost Applied Charges in the amount of \$18,900 is recommended and will allow for General Services Agency building maintenance staff to assist with the project at the Juvenile Justice site. With the Board of Supervisors approval of the project budget, staff recommends the Board of Supervisors direct the Auditor-Controller to transfer the savings from the actual low bid received in the amount of \$800,000 from the capital project fund back to the Chief Executive Office County Facilities budget, the original source of funding for this project as outlined in the attached budget journal form.

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The significant cost savings generated can be attributed to cost reduction measures of the project design, in addition to the Board of Supervisors pre-qualification of general contractors and subcontractors and receipt of ten bids in a very competitive roofing and mechanical replacement construction market. With the Board of Supervisors approval to award this contract with Acme Construction, Inc., it includes the base bid, Alternate No. 1, Alternate No. 2, Alternate No. 5 and Alternate No. 6 more fully described in this Discussion section of this staff report. Selection of the base bids and alternates will allow the County to contract for this work significantly under the construction budget.

The Project Manager is also recommending award of the construction contract based on Unit Prices No. 1 through No. 5 as included on the bid form and can be selected by the Project Manager during the course of construction as needed. Acme Construction, as the lowest responsive and responsible bidder, will construct the project well within the project budget.

As the project progresses, all major project decisions will be brought back to the Board of Supervisors at each phase of the project for consideration, review, and approval.

DISCUSSION:

Background

A significant portion of the roofing system throughout the Juvenile Justice Center including the Juvenile Hall Detention Facility and Probation Administration Office has been in significant need of major repair or replacement. Major improvements to the roofing field needs to be coordinated at the same time as the major heating, ventilation and air conditioning (HVAC) upgrade. The Board of Supervisors established a construction financing strategy to provide the necessary efficiency upgrades to the roofing and HVAC systems which were originally constructed in 1976 and 1978. The outdated HVAC controls and overall system for the heating, ventilation and air conditioning system (HVAC) within the building, including ten large roof mounted HVAC air handlers, which serve the Probation Department administrative office, juvenile courts, and Juvenile Hall buildings, will be replaced with new efficient modernized roof top packaged HVAC equipment.

In November, 2011, the Project Manager accepted a feasibility report from Turley & Associates Mechanical Engineering Group for the roof top heating, ventilation and air conditioning (HVAC) units and control system. The Stanislaus County Juvenile Justice Center has a number of different roof top heating, ventilation, and air conditioning (HVAC) units. The HVAC units supporting the probation administration, older housing units, kitchen, intake, and gym use a combination of chilled water supplied from a central chiller to cool the space and electric resistive heating elements located inside of each unit for heating. Electric resistive heating is a very inefficient way of heating the buildings. These units have outlived their useful life, are energy inefficient and are in need of replacement. New roof top packaged air cooled HVAC units will eliminate the failing 1976 central plant.

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In January, 2012, the Project Manager accepted a Roofing Upgrade Roof Study and Evaluation Report from Commercial Architecture, Incorporated. The Juvenile Justice Center was evaluated for condition, wear, leaks and hazardous materials. Effectively, the reports suggest a long term permanent fix for the facilities that includes a full replacement of the Juvenile Hall Detention roof and major repair to the Probation Administration Office building roof. In addition, County General Services Agency has prioritized the roofing structure over the Juvenile Hall Detention Facility for replacement as it is in need of constant repair and maintenance due to leaks.

On November 13, 2012, the Board of Supervisors authorized staff to issue a Request for Proposals (RFP) to contract with a design-build architecture and engineering firm for professional architectural bridging design of the Project. Eight proposals were received on December 19, 2012.

On March 26, 2013, the Board of Supervisors approved a Professional Services Agreement with Aetypic, Inc. to assist the County in preparing bridging documents that will be used to construct the improvements. Aetypic's Scope of Services included as-built investigation, project programming, bridging document design, bid phase support and construction administration support. The lump sum of contracted services was \$180,000 for a Design-Build approach to project delivery. At the same time, the Project Manager was granted additional authority from the Board of Supervisors to amend the Professional Services Agreement with Aetypic, Inc., during the design phase of the Project if necessary to successfully deliver the project, including a switch in project delivery to a Design-Bid-Build approach.

After initial facility evaluations by the Aetypic, Inc. design team and preparation of preliminary schematic design documents, the Project Manager determined that a change in the delivery system methodology was beneficial to the project delivery due to the specificity of this type of Project, including the need to design and order custom specialty heating, ventilation, and air conditioning (HVAC) products and replacing a built-up asphalt roof over an active, occupied, in-custody facility. The change in project delivery to a design-bid-build approach required an increased Scope of Services from Aetypic, Inc. to provide bid-ready construction documents and therefore the Project Manager was granted additional authority to negotiate, approve and execute an Amendment to the Professional Services Agreement to increase compensation accordingly for these additional services. On May 10, 2013, the Professional Services Agreement with Aetypic, Inc. was amended to provide design-bid-build approach services, including full construction documents and construction administration services, for a not to exceed amount of \$250,000 as previously authorized by the Board of Supervisors.

On May 21, 2013, the Board of Supervisors authorized the Project Manager to issue a Request for Statement of Qualifications (RFSOQ) to establish a list of pre-qualified general contractors, mechanical subcontractors and roofing subcontractors that were allowed to bid the Juvenile Justice Center Roofing and HVAC Replacement project. The pre-qualification process allows the Project Manager to recommend the Board of Supervisors pre-qualify the most experienced, highly qualified contractors to construct

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this project which will occur over a live in-custody environment with youthful offenders, County staff and State of California Administrative Office of the Courts (AOC) staff within the building.

On July 9, 2013, the Chief Executive Office received Statements of Qualifications from general contractors, mechanical subcontractors and roofing subcontractors. A large, excellent pool of pre-qualified contractors was approved by the Board of Supervisors to bid this project.

Bids Results

At the direction of the Board of Supervisors as approved on August 13, 2013, the Chief Executive Office issued bids to pre-qualified general contractors. Ten Bids were received from the following pre-qualified contractors:

- Acme Construction Company, Inc. of Lodi, California
- Best Contracting Services, Inc. of Union City, California
- Champion Industrial Contractors, Inc. of Modesto, California
- Diede Construction Inc. of Woodbridge, California
- DDK Mechanical, Inc. of Sacramento, California
- F&H Construction of Lodi, California
- Iomlan Construction Services, Inc. of Oakdale, California
- Roebbelen Contracting, Inc. of El Dorado, Hills, California
- Southwest Construction & Property Management of San Bruno, California
- Zovich & Sons, Inc. of Hayward, California

At this time, the Project Manager is returning to the Board of Supervisors to request authorization to award a construction contract to Acme Construction, Inc. of Modesto, California for the Juvenile Justice Center Roofing and Heating, Ventilation and Air Conditioning Replacement project in the lump sum not to exceed amount of \$2,431,000. This contract includes the base bid and the following alternates:

Additive Alternates

- | | |
|------------------|--|
| Alternate No. 1: | Demolition of the existing Central Plan HVAC system including equipment and piping. |
| Alternate No. 2: | Demolition of the existing Hot Water Boiler system including equipment and piping. |
| Alternate No. 5: | Provide independent environmental consulting services to oversee the field work involving the removal of the existing hazardous materials. |

Deductive Alternates

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Alternate No. 6: Delete the base bid variable frequency drive (VFD's) specified for the ten custom built roof top HVAC packaged equipment.

The Project Manager is also recommending award of the construction based on Unit Prices No. 1 through No. 5 as included on the bid form that can be selected by the Project Manager during the course of construction when appropriate. Upon approval of the construction contract, Acme Construction, as the lowest responsive and responsible bidder, will construct the project well within the project budget and within the anticipated project schedule.

Project Description

The Project Team, including the Chief Executive Office, Probation Department and General Services Agency, have coordinated to assist Aetypic, Inc. to design a project that will significantly improve the roofing and heating, ventilation and air conditioning (HVAC) systems at the Juvenile Justice Center. The scope of the project, as approved by Board of Supervisors in the final plans and specifications, consists of the selective demolition and remediation of hazardous materials contained in the roofing system above the existing Juvenile Hall. The Juvenile Hall building roof is designed to be replaced with a new built up roof with gravel roofing. The Juvenile Hall roof will be greatly improved with the construction of the roof improvements, which include tear-off of the existing, removal of insulation, inspection for water damage and replacement of dry rot and a new roofing system. The contractor will carry a No Dollar Limit watertight warranty for thirty years. The Probation Administration roof is newer in construction and is only required to be patched and repaired with some improvements to the existing drain systems.

A significant portion of this project includes replacement of the existing heating, ventilation and air conditioning system throughout both buildings of the Juvenile Justice Center. The existing heating and cooling equipment will be removed and will be replaced with new custom, economical and energy efficient systems. The scope of work includes all necessary replacement of electrical controls, electrical connections and plumbing for this new replacement system. This replacement will serve as a long term solution to the energy efficiency issues experienced at this facility.

Schedule

On February 26, 2013, the Board of Supervisors approved the Probation Department Transition Plan to occupy the newly constructed Juvenile Commitment Facility by June 28, 2013. With the opening of the new Juvenile Commitment Facility, the Probation Department transferred up to 60 court-committed wards from Juvenile Hall Housing units 3 and 4. Housing Units 3 and 4 are currently being held as vacant until there is a need for increased detention beds and additional funding for the associated staffing is available. This transitional movement of wards has temporarily opened portions of the existing Juvenile Hall to perform a phased approach to the roofing and HVAC replacement project. Both the roofing and HVAC systems are well past their useful service life and are in need of replacement.

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Additional project coordination and phasing of the Juvenile Justice Center Roofing and HVAC project will be necessary to limit potential impacts to Juvenile Justice Center users. The State of California Superior Court and Probation Department currently operate from this facility thereby requiring a phased approach to the Juvenile Justice Center Roofing and HVAC Replacement project which has designed by Aetypic, Inc. as part of its scope of services under the Professional Services Agreement. All users of the Juvenile Justice Center have been incorporated as part of the project team.

Construction documents provided by Aetypic, Inc. will require general contractors to spend the next thirty days to perform a planning phase to coordinate schedule and impacts to the Juvenile Justice Center users of the ongoing operation over the in custody environment. It is expected that sensitive portions of this project will occur over weekends on an accelerated basis. Installation of HVAC equipment and the roof replacement is anticipated to be completed by Fall 2014.

POLICY ISSUES:

Approval of this action promotes the Board's priorities of A Safe Community and Efficient Delivery of Public Services by making the most cost effective and efficient use of County resources to complete a project that protects the community while ensuring long term utility and maintenance cost savings.

STAFFING IMPACT:

Existing Capital Projects staff is knowledgeable of the project and will continue to manage the Juvenile Justice Center Roofing and HVAC Replacement Project working with the staff from the Probation Department or staff.

CONTACT PERSON:

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

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Totals:

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Explanation: Increase Operating Transfer out from the Capital Projects fund and decrease appropriations. Increase Operating Transfer in to the Chief Executive Office budget and increase appropriations.

Requesting Department		Data Entry		Auditors Office Only	
Prepared by <u>M. E. Rose</u> Date <u>10/8/13</u>		Keyed by _____ Date _____		Prepared By <u>K. J. [Signature]</u> Date <u>10/9/13</u>	
CEO <u>[Signature]</u> Supervisor's Approval Date <u>10/8/13</u>		Approved By _____ Date _____			

AGREEMENT

THIS AGREEMENT, dated this 15th day of October, 2013, by and between Acme Construction Co., Inc. whose place of business is located at 1565 Cummins Drive, Modesto, California 95358 ("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 Agenda Item No. 2013-500 adopted on the 15th day of October, 2013 awarded to Contractor the following contract:

**General Construction
Juvenile Justice Center
Roofing and Heating, Ventilation and
Air Conditioning (HVAC)
2215 Blue Gum Avenue
Modesto, CA 95358**

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. County's Representative, Construction Manager

- 2.1 County has designated Patricia Hill Thomas as its Project Manager, to act as County's Representative, who will represent County in performing County's duties and responsibilities and exercising County's rights and authorities in Contract Documents. County may change the individual(s) acting as County's Representative(s), or delegate one or more specific functions to one or more specific County's Representatives, including without limitation on general administrative functions, at any time with notice and without liability to Contractor. Each County's Representative is the beneficiary of all Contractor obligations to County, including without limitation, all releases and indemnities.
- 2.2 County has designated Gino Colacchia to act as its Senior Construction Manager. County may assign all or part of the County Representative's rights, responsibilities and duties to Construction Manager. County may change the identity of the Construction Manager at any time with notice and without liability to Contractor.

2.3 County has designated Aetypic, Inc. to act as its Architect/Engineer. County may change the identity of the Architect/Engineer at any time with notice and without liability to Contractor.

2.4 All notices or demands to County under the Contract Documents shall be in writing and directed to County's Representative at:

1010 Tenth Street, Suite 6800

Modesto, CA 95354

or to such other person(s) and address(es) as County shall provide to Contractor. Except as otherwise expressly provided herein, notices shall be dispatched by facsimile transmission, overnight delivery and/or U.S. mail. Except as otherwise expressly provided herein, notices dispatched by facsimile or overnight delivery shall be deemed received on the business day following dispatch. Notices dispatched by U.S. mail shall be deemed received on the third business day following dispatch.

Article 3. Contract Time and Liquidated Damages

3.1 Contract Time.

3.1.1 Contractor shall commence the Planning Phase on the date established in the Notice to Proceed with Planning. Contractor shall commence the Construction Phase on the date established in the Notice to Proceed with Construction and shall achieve completion of that phase within 365 days from commencement. County reserves the right to modify or alter the Commencement Date or Completion Date of the Planning Phase.

3.1.2 Contractor shall commence work at the site on the date established in the Notice to Proceed with Construction. County reserves the right to modify or alter the Commencement Date of the work.

3.1.3 Contractor shall achieve Substantial Completion of the Construction Phase described in the Contract Documents within 365 Days from the date established in the Notice to Proceed with Construction.

3.1.4 Contractor shall achieve Final Completion of the entire Work and be ready for Final Payment in accordance with Section 01 77 00 (Contract Closeout) within 30 Days from Substantial Completion of Construction.

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. Consistent with Document 00 70 00 (General Conditions), Contractor and County agree that because of the nature of the Project, it

would be impractical or extremely difficult to fix the amount of actual damages incurred by County because of a delay in completion of all or any part of the Work. Accordingly, County and Contractor agree that as liquidated damages for delay Contractor shall pay County:

3.2.1 \$2,500 per day if Contractor fails to achieve completion times for each phase as described in paragraph 3.1 above.

These measures of liquidated damages shall apply cumulatively and except as provided below, shall be presumed to be the damages suffered by County resulting from delay in completion of the Work.

3.3 Liquidated damages for delay shall only cover administrative, overhead, interest on bonds, and general loss of public use damages suffered by County as a result of delay. Liquidated damages shall not cover the cost of completion of the Work, damages resulting from defective Work, lost revenues or costs of substitute facilities, damages arising from a loss of matching funding supplied by the State of California as a result of delay in completion of the Work, 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. See Document 00 70 00 (General Conditions), paragraph 15.E.

Article 4. Contract Sum

4.1 County shall pay Contractor the Contract Lump Sum of Two Million Four Hundred Thirty-One Thousand and No/100 Dollars (\$2,431,000) for completion of Work in accordance with Contract Documents as set forth in Contractor's Base Bid, attached hereto, and Bid Alternates 1, 2, 5 and 6 as follows:

Base Contract Bid:	\$2,398,000
Alternate 1, Demolition of Existing Central Plant:	\$29,000
Alternate 2, Demolition of Existing Electric Hot Water Boiler System:	\$13,000
Alternate 5, Provide Independent Environmental Consulting Services:	\$10,000
<u>Alternate 6, Information Regarding VFD's:</u>	<u>(\$19,000)</u>
TOTAL: \$2,431,000	

Unit Price 1, Mansard Gutter Selection:	\$7,500
Unit Price 2, One Typical Drain or Overflow:	\$1,450
Unit Price 3, ½" Plywood Sheathing – 4'x8' Section:	\$300
Unit Price 4, Parapet Cap Copping – Linear Foot:	\$55
Unit Price 5, Mansard Concrete Tile – Square Foot:	\$105

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, Existing Conditions which may appear in the Drawings. Contractor accepts the determination set forth in these Documents and Document 00 70 00 (General Conditions) of the limited extent of the information contained in such materials upon which Contractor may be entitled to rely. Contractor agrees that except for the information so identified, Contractor does not and shall not rely on any other information contained in such reports and drawings.
- 5.3 Contractor has conducted or obtained and has understood all such examinations, investigations, explorations, tests, reports and studies (in addition to or to supplement those referred to in Section 5.2 of this Document 00 52 00) that pertain to the existing conditions, as-built conditions, hazmat data and all other physical conditions at or contiguous to the Site or otherwise that may affect the cost, progress, performance or furnishing of Work, as Contractor considers necessary for the performance or furnishing of Work at the Contract Sum, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of Document 00 70 00 (General Conditions); and no additional examinations, investigations, explorations, tests, reports, studies or similar information or data are or will be required by Contractor for such purposes.
- 5.4 Contractor has correlated its knowledge and the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Contract Documents.
- 5.5 Contractor has given County prompt written notice of all conflicts, errors, ambiguities, or discrepancies that it has discovered in or among the Contract Documents and as-built drawings and actual conditions and the written resolution thereof through Addenda issued by County is acceptable to Contractor.
- 5.6 Contractor is duly organized, existing and in good standing under applicable state law, and is duly qualified to conduct business in the State of California.
- 5.7 Contractor has duly authorized the execution, delivery and performance of this Agreement, the other Contract Documents and the Work to be performed herein. The Contract Documents do not violate or create a default under any instrument, agreement, order or decree binding on Contractor.

- 5.8 Contractor has listed the following Subcontractors pursuant to the Subcontractor Listing Law, California Public Contracting Code §4100 *et seq.* HVAC & roofing subcontractors must have been prequalified to bid:

Name of Subcontractor and Location of Mill or Shop	Description of Work:	Subcontractor's License No.
Collins Elec. Modesto	Electrical	115427
Nicro Oakdale	HVAC	582673
Kodiak Roofing Lincoln	Roofing	911674
Allied Abatement Cameron Park	Abatement	746824
Santos Modesto	Plumbing	382204
Vient Modesto	Painting	258350

Article 6. Contract Documents

- 6.1 Contract Documents consist of the following documents, including all changes, addenda, and modifications thereto:

Document 00 51 00 Notice of Award
 Document 00 52 00 Agreement
 Document 00 55 00 Notice to Proceed
 Document 00 61 00 Construction Performance Bond
 Document 00 62 00 Construction Labor and Material Payment Bond
 Document 00 63 00 Guaranty
 Document 00 65 00 Agreement and Release of Any and All Claims
 Document 00 66 00 Substitution Request Form
 Document 00 67 00 Escrow Bid Documents
 Document 00 68 00 Escrow Agreement for Security Deposit in Lieu of Retention
 Document 00 70 00 General Conditions
 Document 00 82 10 Insurance
 Addenda 1, 2 & 3
 Divisions 1 through 48

Drawings Listed in Document 00 01 15.

- 6.2 There are no Contract Documents other than those listed in this Document 00 52 00, Article 6. Document 00 31 32 (Existing Conditions), and the information supplied therein, are not Contract Documents. The Contract Documents may only be amended, modified or supplemented as provided in Document 00 70 00 (General Conditions).

Article 7. Miscellaneous

- 7.1 Terms used in this Agreement are defined in Document 00 70 00 (General Conditions) and Section 01 42 00 (References and Definitions) and will have the meaning indicated therein.
- 7.2 It is understood and agreed that in no instance are the persons signing this Agreement for or on behalf of County or acting as an employee, agent, or representative of County, liable on this Agreement or any of the Contract Documents, or upon any warranty of authority, or otherwise, and it is further understood and agreed that liability of the County is limited and confined to such liability as authorized or imposed by the Contract Documents or applicable law.
- 7.3 Contractor shall not assign any portion of the Contract Documents, and may subcontract portions of the Contract Documents only in compliance with the Subcontractor Listing Law, California Public Contracting Code §4100 *et seq.*
- 7.4 The Contract Sum includes all allowances.
- 7.5 In entering into a public works contract or a subcontract to supply goods, services or materials pursuant to a public works contract, Contractor or Subcontractor offers and agrees to assign to the awarding body all rights, title and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. §15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time County tenders final payment to Contractor, without further acknowledgment by the parties.
- 7.6 Copies of the general prevailing rates of per diem wages for each craft, classification, or type of worker needed to execute the Contract, as determined by Director of the State of California Department of Industrial Relations, are deemed included in the Contract Documents and on file at County's office, and shall be made available to any interested party on request. Pursuant to Section 1861 of the Labor Code, Contractor represents that it is aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and Contractor shall comply with such provisions before commencing the performance of the Work of the Contract Documents.

- 7.7 Should any part, term or provision of this Agreement or any of the Contract Documents, or any document required herein or therein to be executed or delivered, be declared invalid, void or unenforceable, all remaining parts, terms and provisions shall remain in full force and effect and shall in no way be invalidated, impaired or affected thereby. If the provisions of any law causing such invalidity, illegality or unenforceability may be waived, they are hereby waived to the end that this Agreement and the Contract Documents may be deemed valid and binding agreements, enforceable in accordance with their terms to the greatest extent permitted by applicable law. In the event any provision not otherwise included in the Contract Documents is required to be included by any applicable law, that provision is deemed included herein by this reference (or, if such provision is required to be included in any particular portion of the Contract Documents, that provision is deemed included in that portion).
- 7.8 This Agreement and the Contract Documents shall be deemed to have been entered into in the County of Stanislaus, State of California, and governed in all respects by California law (excluding choice of law rules). The exclusive venue for all disputes or litigation hereunder shall be in the Superior Court of the State of California for the County of Stanislaus. Contractor accepts the Claims Procedure in Document 00 70 00, Article 12, established under the California Government Code, Title 1, Division 3.6, Part 3, Chapter 5.

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

COUNTY:
COUNTY OF STANISLAUS

CONTRACTOR:

By: Patricia Hill Thomas
(Signature)

By: Gregory Mastagni
(Signature)

PATRICIA HILL Thomas
(Please print name here)

GREGORY MASTAGNI
(Please print name here)

Title: Chief Operations Officer

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

Attest: Nella Mastagni
(Signature)
Nella Mastagni
(Please print name here)

Title: Secretary
(If Corporation: Secretary, Asst. Secretary, Chief Financial Officer, or Asst. Treasurer)

APPROVED AS TO FORM AND LEGALITY
THIS 10 DAY OF OCTOBER, 2013

By: John P. Doering
John P. Doering, County Counsel

167130 B - General Building Contractor
State Contractor's License No. Classification
6/30/2015
Expiration Date Taxpayer ID No.

Designated Representative:

Name: Patricia Hill Thomas

Name: Gregory Mastagni

Title: Chief Operations Officer

Title: Project Manager

Address: 1010 10th Street, Suite 6800

Address: 1565 Cummins Drive

Modesto, CA 95354

Modesto, CA 95358

Phone: (209) 525-6333

Phone: (209) 523-2674

Facsimile: (209) 544-6226

Facsimile: (209) 523-0213

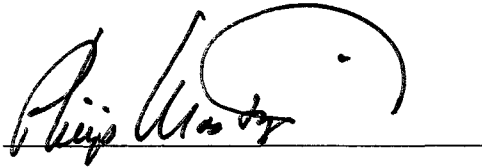
END OF DOCUMENT

CERTIFICATION OF PRESIDENT AND SECRETARY OF
ACME CONSTRUCTION COMPANY, INC:

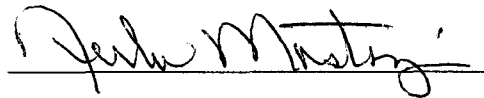
The undersigned, being President and the Secretary respectively of Acme Construction Company, Inc, a California Corporation, do hereby certify as follows:

At the meeting of the Board of Directors of the said Corporation duly held on the 14th day of January 2013 at the principal office of the Corporation, 1565 Cummins Drive, Modesto, California, the following resolution was duly adopted by unanimous vote of the Board:

RESOLVED: THAT PHILIP MASTAGNI, PRESIDENT, NELLA MASTAGNI, SECRETARY, MICHAEL MASTAGNI, VICE PRESIDENT AND GREGORY MASTAGNI, VICE PRESIDENT, ARE HEREBY APPROVED AS AUTHORIZED SIGNATORS FOR OBTAINING BID BONDS, PAYMENT BONDS, PERFORMANCE BONDS AND CONSTRUCTION CONTRACTS ON ANY AND ALL PROJECTS TO BE PERFORMED BY ACME CONSTRUCTION COMPANY, INC.

A handwritten signature in black ink, appearing to read "Philip Mastagni", written over a horizontal line.

PHILIP MASTAGNI
PRESIDENT

A handwritten signature in black ink, appearing to read "Nella Mastagni", written over a horizontal line.

NELLA MASTAGNI
SECRETARY/TREASURER

DOCUMENT 00 41 00

BID FORM - REVISED

TO THE COUNTY OF STANISLAUS

THIS BID IS SUBMITTED BY:

Acme Construction Co, Inc

(Firm/Company Name)

Re: County of Stanislaus Juvenile Justice Center Roofing and Heating, Ventilation and Air Conditioning (HVAC) at 2215 Blue Gum Avenue, Modesto, CA

1. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an agreement with the County of Stanislaus ("County") in the form included in the Contract Documents, Document 00 52 00 (Agreement), to perform and furnish all Work as specified or indicated in the Contract Documents for the Contract Sum and within the Contract Time indicated in this Bid and in accordance with all other terms and conditions of the Contract Documents.
2. Bidder accepts all of the terms and conditions of the Contract Documents, Appendices, Document 00 11 16 (Notice Inviting Bids), and Document 00 21 00 (Instructions to Bidders), including, without limitation, those dealing with the disposition of Bid Security. This Bid will remain subject to acceptance for 120 Days after the day of Bid opening.
3. In submitting this Bid, Bidder represents:
 - (a) Bidder has examined all of the Contract Documents and Appendices and the following Addenda (receipt of all of which is hereby acknowledged).

Addendum Number	Addendum Date	Signature of Bidder
1	9/5/13	<i>[Signature]</i>
2	9/19/13	<i>[Signature]</i>
3	9/19/13	<i>[Signature]</i>

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

- (c) Bidder has visited the Site and performed all tasks, research, investigation, reviews, examinations, and analysis and given notices, regarding the Project and the Site, as set forth in Document 00 52 00 (Agreement), Article 5.
- (d) Bidder has given the County prompt written notice of all conflicts, errors, ambiguities, or discrepancies that it has discovered in or among the Contract Documents, Appendices and as-built drawings and actual conditions and the written resolution thereof through Addenda issued by the County is acceptable to Contractor.
4. Based on the foregoing, Bidder proposes and agrees to fully perform the Work within the time stated and in strict accordance with the Contract Documents for the following sums of money listed in the following Schedule of Bid Prices:

SCHEDULE OF BID PRICES

All Bid items, including lump sums and unit prices, must be filled in completely. Bid items are described in Section 01 11 00 (Summary of Work). Quote in figures only, unless words are specifically requested.

Pursuant to the Invitation to Bidders, and in compliance with the Instruction to Bidders, having reviewed the contract documents and the site(s) of the work, the undersigned hereby proposes to furnish all work, labor, materials, transportation, equipment, and services necessary, including State of California and local sales or use taxes, license, or permit fees, if any, for the construction of the Juvenile Justice Center Roofing and HVAC, 2215 Blue Gum Avenue, in Modesto, California, all in accordance with the specifications and drawings, and other contract documents, together with Appendices and Addenda issued prior to or at the time of bidding, if any, now on file with the Construction

Manager, for the sum of Two Million, Three hundred + Ninety eight. 00 Dollars

(\$ 2,398,000.00) for the base bid. (Includes a \$2,500 allowance for the replacement of damaged or dry rot impacted plywood roof sheathing at the Probation Building Roof in the base bid.)

See Specification Section 01 11 00, Summary of Work, for full description.

ALTERNATES

CIRCLE ONE ADD OR DEDUCT

Alternate No. 1, Demolition of the existing Central Plant HVAC system including equipment and piping as indicated on M-301.

Add \$ 29,000.00

Alternate No. 2, Demolition of the existing Electric Hot Water Boiler system including equipment and piping as indicated in key note #5 on M-101.

Add \$ 13,000.00

Alternate No. 3, Install a Single Ply 60 Mil - Thermoplastic Polyolefin (TPO) roofing system for the Juvenile Hall building roof areas in lieu of the Base Bid Built-Up Roofing (BUR) system.

Add/Deduct

\$ ~~60,000.00~~ 60,000.00

Alternate No. 4, Install a Single Ply 80 Mil - Thermoplastic Polyolefin (TPO) roofing system for the Juvenile Hall building roof areas in lieu of the Base Bid Built-Up Roofing (BUR) system.

Add/Deduct

\$ ~~25,000.00~~ 25,000.00

Alternate No. 5, Provide independent environmental consulting services to oversee the field work involving the removal of the existing hazmat materials as defined in the "Environmental Innovations Corporation" report dated July 24, 2013.

Add

\$ ~~10,000.00~~ 10,000.00

Alternate No. 6, Info regarding the VFD's are included in key notes #1, #2 on M-702 and M-703.

Deduct

\$ 19,000.00

Alternate No. 7, Co-Guaranty for Roof: General Contractor to Co-Guarantee the installation of roofing materials along with the roofing manufacturer as specified in Section 07 52 00, Paragraph 1.13 - Warranty or Section 07 54 20, Paragraph 1.5 - Warranty.

Add

\$ 0.00

UNIT PRICES

Unit Price No. 1, Removal and replacement of one typical mansard gutter section and reconnection to the existing drain piping.

Unit Price \$ 7,500.00

Unit Price No. 2, Removal and replacement of one typical roof drain or overflow drain and reconnection to the existing drain piping.

Unit Price \$ 1,450.00

Unit Price No. 3, Removal and replacement of the existing 1/2" plywood roof sheathing, by 4 foot x 8 foot panel sections. Includes cost for sheathing demo and replacement.

Unit Price \$ ~~300.00~~ 300.00

Unit Price No. 4, Removal and replacement per linear foot of parapet cap coping.

Unit Price \$ 55.00

Unit Price No. 5, Repair and/or replacement per square foot of mansard concrete roof tile.

Unit Price \$ 105.00

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

The Owner, for cost and/or need considerations, may select the Base Bid as submitted and additive and/or deductive alternates and unit prices submitted to determine the lowest bidder.

If awarded the Contract, work will commence on the first working day following receipt from the Owner of the Notice to Proceed.

5. Subcontractors for work included in all Bid items are listed on the attached Document 00 43 00 (Subcontractors List). HVAC and roofing subcontractors must have been prequalified to be listed on Document 00 43 00 (Subcontractors List).
6. The undersigned Bidder understands that County reserves the right to reject this Bid.
7. If written notice of the acceptance of this Bid, hereinafter referred to as Notice of Award, is mailed or delivered to the undersigned Bidder within the time described in Paragraph 2 of this Document 00 41 00 or at any other time thereafter before it is withdrawn, the undersigned Bidder will execute and deliver the documents required by Document 00 21 00 (Instructions to Bidders) within the times specified therein. These documents include, but are not limited to, Document 00 52 00 (Agreement), Document 00 61 00 (Construction Performance Bond), and Document 00 62 00 (Construction Labor and Material Payment Bond).
8. Notice of Award or request for additional information may be addressed to the undersigned Bidder at the address set forth below.
9. The undersigned Bidder herewith encloses cash, a cashier's check, or certified check of or on a responsible bank in the United States, or a corporate surety bond furnished by a surety authorized to do a surety business in the State of California, in the form specified in Document 00 21 00 (Instructions to Bidders), in the amount of ten percent (10%) of the Total Bid Price and made payable to "County of Stanislaus."
10. The undersigned Bidder agrees to commence Work under the Contract Documents on the date established in Document 00 70 00 (General Conditions) and to complete all Work within the time specified in Document 00 52 00 (Agreement). The undersigned Bidder acknowledges that the County has reserved the right to delay or modify the commencement date. The undersigned Bidder further acknowledges County has reserved the right to perform independent work at the Site, the extent of such work may not be determined until after the opening of the Bids, and that the undersigned Bidder will be required to cooperate with such other work in accordance with the requirements of the Contract Documents.
11. The undersigned Bidder agrees that, in accordance with Document 00 70 00 (General Conditions), liquidated damages for failure to complete all Work in the Contract within

the time specified in Document 00 52 00 (Agreement) shall be as set forth in Document 00 52 00 (Agreement) and Document 00 11 16 (Notice Inviting Bids).

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

IMPORTANT NOTICE: If Bidder or other interested person is a corporation, give the legal name of corporation, state where incorporated, and names of president and secretary thereof; if a partnership, give name of the firm and names of all individual co-partners composing the firm; if Bidder or other interested person is an individual, give first and last names in full.

NAME OF BIDDER:

Acme Construction Co, Inc

licensed in accordance with an act for the registration of Contractors, and with license number: 167130 Expiration: 6/30/15.

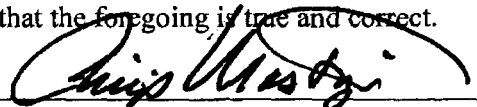
California
(Place of Incorporation, if Applicable)

Philip Mastagni President
(Principal)

Michael Mastagni, Vice President
(Principal)

Nella Mastagni, Sec/Treas
(Principal)

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


(Signature of Bidder)

NOTE: If Bidder is a corporation, set forth the legal name of the corporation together with the signature of the officer or officers authorized to sign contracts on behalf of the corporation. If Bidder is a partnership, set forth the name of the firm together with the signature of the partner or partners authorized to sign contracts on behalf of the partnership.

Business Address: 1565 Cummins Dr,

Modesto, CA 95358

Contractor's Representative(s):

Philip Mastagni, President

(Name/Title)

Michael Mastagni, Vice President

(Name/Title)

Gregory Mastagni, Vice President

(Name/Title)

Officers Authorized to Sign Contracts

Philip Mastagni, President

(Name/Title)

Michael Mastagni, Vice President

(Name/Title)

Gregory Mastagni, Vice President

(Name/Title)

Telephone Number(s):

209-523-2674

(Area Code)

(Number)

(Area Code)

(Number)

Fax Number(s):

209-523-0213

(Area Code)

(Number)

(Area Code)

(Number)

Date of Bid:

9/25/13

END OF DOCUMENT