

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

DEPT: Public Works *VM*

BOARD AGENDA # *C-1

Urgent

Routine

AGENDA DATE January 12, 2016

CEO Concurs with Recommendation YES NO
(Information Attached)

4/5 Vote Required YES NO

SUBJECT:

Approval to Award a Contract to Diede Construction for Construction of the Morgan Road Heavy Equipment Shop/Administration Building Project; Approval of Contracts with Harris and Associates for Construction Inspection and Management Services, and with Hayworth Inc. for Furniture; Approval of Outside Service Agreements with the City of Modesto; and, Related Actions Associated with the Project

STAFF RECOMMENDATIONS:

1. Award a contract to Diede Construction in the amount of \$14,801,903.73 for the construction of the Morgan Road Heavy Equipment Shop/Administration Building Project.
2. Authorize a contract with Harris and Associates in the amount of \$480,010 for construction inspection and management services for the Morgan Road Heavy Equipment Shop/Administration Building Project.

(Continued on Page 2)

FISCAL IMPACT:

The Financing Plan approved by the Board of Supervisors on February 3, 2015 consisted of a combination of sources including a Congestion Mitigation Air Quality (CMAQ) grant \$1,995,915; Public Facilities Funding \$2,592,745 from Fund 2408, Other Facilities; internal borrowing of \$4,000,000 from Tobacco Endowment Fund; and the use of fund balances from Roads, \$3,809,085, and Morgan Road Shop \$3,380,000.

(Continued on Page 2)

BOARD ACTION AS FOLLOWS:

No. 2016-33

On motion of Supervisor Chiesa, 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:

Christine Ferraro

ATTEST: CHRISTINE FERRARO TALLMAN, Clerk

File No. C-6-K-6

Approval to Award a Contract to Diede Construction for Construction of the Morgan Road Heavy Equipment Shop/Administration Building Project; Approval of Contracts with Harris and Associates for Construction Inspection and Management Services, and with Hayworth Inc. for Furniture; Approval of Outside Service Agreements with the City of Modesto; and, Related Actions Associated with the Project

STAFF RECOMMENDATIONS (CONTINUED):

3. Authorize the purchase of furniture with Hayworth Inc. through the US Communities Government Purchasing Alliance in the amount of \$223,550.27 for furniture for the Morgan Road Heavy Equipment Shop/Administration Building Project.
4. Authorize the Public Works Director to negotiate and execute change orders in accordance with Public Contract Code, Sections 20137 and 20142.
5. Upon project completion, authorize the Public Works Director to accept the completed improvements and perform all necessary closeout activities.
6. Approve the Outside Service Agreement for Water and Sewer Service to 1716 Morgan Road between the City of Modesto and Stanislaus County.
7. Authorize the Chief Executive Officer to execute the Outside Service Agreements between the City of Modesto and Stanislaus County.
8. Direct the Auditor-Controller to increase appropriations in the amount of \$15,658,176.78 as detailed in the Budget Journal form.
9. Authorize the Public Works Director to take any and all appropriate actions to carry out the purpose and intent of these recommendations.

FISCAL IMPACT (CONTINUED):

Since the approval of the initial plan, the project has qualified for additional CMAQ funding of \$325,926. Project funding will be reported when paid expenses are billed to the funding sources. The total cost of \$15,658,176.78 for implementing the staff recommendations is \$14,801,903.73 for construction contract, \$480,010 for construction management, \$223,550.27 for purchase of furniture and \$152,712.78 for water and sewer connection fees.

DISCUSSION:

The Public Works Morgan Facility is a 15-acre site originally developed in the 1950's, with most structures built and occupied by 1958. Over the past 56 years the site has seen various minor improvements and maintenance efforts. Much of the site remains in its original state.

Approval to Award a Contract to Diede Construction for Construction of the Morgan Road Heavy Equipment Shop/Administration Building Project; Approval of Contracts with Harris and Associates for Construction Inspection and Management Services, and with Hayworth Inc. for Furniture; Approval of Outside Service Agreements with the City of Modesto; and, Related Actions Associated with the Project

As a part of the replacement of aging and dilapidated buildings, the Public Works Maintenance Shop and Administration Building Replacement Project will also make site improvements to improve function and efficiency of the current and remaining uses of the site. These uses will include the Public Works Shop, Public Works Administration, Household Hazardous Waste, and the County Fueling Facility.

The Morgan Road Heavy Equipment Shop/Administration Building Project involves 9.5 acres of the 15-acre site and consists of: new buildings to replace the existing maintenance shop, sign shop, carpenter shop, trailers and administration building; a mixture of permeable paver and asphalt parking lots; utility services from existing adjacent sources; and improvements to the adjacent frontage of Morgan Road.

On September 30, 2015 a total of seven bids were received for this project ranging from \$14,857,416.59 to \$18,338,770.60. None of the bidders met the disadvantaged business enterprise (DBE) goal of 21%, nor did the bidders have the required good faith effort. The bids were rejected by the Board on November 17, 2015. Consequently, on December 2, 2015 a mandatory DBE training was held for all bidders.

An invitation to bid was electronically posted to the Modesto Reprographics website on November 18, 2015. On December 16, 2015, a total of three sealed bids were received, publicly opened and read. Although seven bids were received at the previous bid opening, it was only anticipated that the previous three low bidders would bid again. A summary of the bids follows:

Diede Construction, Inc.....	\$14,739,903.73
Acme Construction Co, Inc.....	\$15,010,494.41
Bobo Construction, Inc.....	\$15,800,660.00

The Engineer's estimate was listed at \$15,000,000. The bids submitted included bids for two additive alternates. The basis of award for the contract is the lowest responsive bid without consideration for the additive alternates. Additive Alternate 1 is to upgrade the sectional garage doors to bi-fold doors. Additive Alternate 2 is to add an additional five-ton crane. The low bidder's additive alternate bids were also the lowest received.

Public Works staff has reviewed the lowest responsive bid of Diede Construction and found it to be regular in all respects and recommends awarding the base bid of \$14,739,903.73 including \$62,000 for Additive Alternate 2 – Additional Five Ton Bridge Crane for a total contract price of \$14,801,903.73.

Construction management and inspection services are required to provide delivery of this project. On May 21, 2013, the Board approved a multi-year master agreement for Harris & Associates to perform on-call construction management services for Public Works. As stated in the master agreement, any project greater than \$100,000 requires

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approval from the Board of Supervisors. Accordingly, Public Works staff recommends the Board authorize a contract with Harris and Associates in the amount of \$480,010 for construction inspection and management services for the Project.

To assure availability of furnishings specified in the plans and secure discounted pricing, the department will utilize the U.S. Communities Government Purchasing Alliance. The Alliance released a Request for Proposals (RFP) on June 12, 2012 for "Systems Furniture, Freestanding Furniture, Seating, Filing Equipment and Related Products, Support Services and Solutions." Sixteen suppliers responded to the RFP and a contract was awarded to Hayworth for an initial term to expire December 31, 2016. Stanislaus County is able to utilize this competitively solicited contract to save time and resources. Durst Contract Interiors is the support services contact for Hayworth Inc. in this area. Public Works staff recommends awarding a contract to Hayworth Inc. c/o Durst Contract Interiors in the amount of \$223,550.27 for systems furniture needed for the Project.

The Public Works Department currently has no sanitary sewer services at 1716 Morgan Road. As a part of this project, six septic tank systems will be abandoned and the new buildings will be served by the City of Modesto through the attached Outside Service Agreements for Water and Sewer Service. Connection fees for water and sewer service are estimated to be \$152,712.78.

The estimated cost of construction of the Public Works Maintenance Shop and Administration Building Replacement Project is \$16,099,205, including costs to relocate the Parks Department to County Center III. The Financing Plan approved by the Board of Supervisors on February 3, 2015 consisted of a Congestion Mitigation Air Quality (CMAQ) grant \$1,995,915; Public Facilities Funding \$2,592,745; internal borrowing of \$4,000,000 from Tobacco Endowment Fund; and the use of fund balances from Roads, \$3,809,085, and Morgan Road Shop \$3,380,000. Since the approval of the initial plan, the project has qualified for additional CMAQ funding of \$325,926.

The Project is anticipated to begin construction in February 2016 and be completed in April 2017.

POLICY ISSUES:

The recommended actions are consistent with the Board's priorities of providing a Safe Community, A Healthy Community, and A Well Planned Infrastructure System by replacing aging, dilapidated facilities and constructing modern, CNG compliant facilities which support public works.

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STAFFING IMPACT:

Public Works will administer the necessary consultant architect contract, construction contracts, and manage the project.

CONTACT PERSON:

Matt Machado, Public Works Director
Colt Esenwein, Public Works Deputy Director

Telephone: (209) 525-4153
Telephone: (209) 525-4184

ATTACHMENTS:

1. Contract for Diede Construction
2. Contract for Harris and Associates
3. Proposal for Hayworth Inc.
4. Outside Service Agreement for Sewer Service
5. Outside Service Agreement for Water Service
6. Budget Journal Voucher

Database
Balance Type
Data Access Set

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Budget
County of Stanislaus

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Ledger
Budget
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* List - Text County of Stanislaus
List - Text LEGAL BUDGET
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Period
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List - Text JAN-16
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Journal Name
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Journal Reference

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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 inc appropriations decr est revenue * Number	Credit decr appropriations inc est revenue * Number	Line Description Text
		1101	0040300	80310	0000000	000000	000000	00000	7956335.78	Roads
		5121	0042100	80310	0000000	000000	000000	00000	7701841.00	Morgan Shop
Totals:									15658176.78	0

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

Explanation: To set up budget for construction of Morgan Road Heavy Equipment Shop/Admin Building Project. Board Item#2016-XXX, dated 1/12/16					
Requesting Department		CEO	Data Entry	Auditors Office Only	
Julie A Serrano					
Prepared by	Approved by	CEO's Approval	Keyed by	Prepared By	Approved By
12/31/2015	Kathy Johnson	1/5/16			1/4/2016
Date		Date	Date	Date	Date

ATTACHMENT 1

**COUNTY OF STANISLAUS
AGREEMENT**

THIS AGREEMENT, by and between Diede Construction, Inc., whose place of business is located at 12393 N. Highway 99, Lodi, California 95240, ("Contractor"), and the County of Stanislaus ("County"), acting under and by virtue of the authority vested in the County by the laws of the State of California.

WHEREAS, County, by its Resolution No. 2016-33 adopted on the 12th day of January, 2016 awarded to Contractor the following Contract:

Maintenance Yard Facility at 1716 Morgan Road, Modesto, California 95358
Vehicle Maintenance Shop – CML-5928(209) - Contract No. 9457
Administration Building – County Project – Contract No. 9457A

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

Article 1. Work

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

Article 2. Architect/Engineer and Project Manager

- 2.1 LDA Partners of Stockton, California, designed the Project and furnished the Plans and Specifications. LDA Partners shall have the rights assigned to Architect/Engineer in the Contract Documents.
- 2.2 County has designated the Public Works Construction Manager as its Project Manager to act as County's Representative in all matters relating to the Contract Documents.

Article 3. Contract Time and Liquidated Damages

- 3.1 Contractor shall commence Work on the date established in the Notice to Proceed. County reserves the right to modify or alter the Commencement Date of the Work.
- 3.2 Contractor shall achieve Final Completion of the entire Work and be ready for Final Payment in accordance with Contract Closeout 280 Working Days from the date when the Contract Time commences to run as provided in the Agreement.
- 3.3 Liquidated Damages shall comply with SC-08 of the Special Conditions and 8-1.10 of the Standard Specifications.

- 3.4 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.
- 3.5 Liquidated damages for delay shall only cover administrative, overhead, interest on bonds, and general loss of public use damages suffered by County as a result of delay. Liquidated damages shall not cover the cost of completion of the Work, damages resulting from Defective Work, lost revenues or costs of substitute facilities, or damages suffered by others who then seek to recover their damages from County (for example, delay claims of other contractors, subcontractors, tenants, or other third-parties), and defense costs thereof.

Article 4. Contract Sum

- 4.1 County shall pay Contractor the Contract Sum for completion of Work in accordance with Contract Documents as set forth in Contractor's Bid.

Article 5. Contractor's Representations

In order to induce County to enter into this Agreement, Contractor makes the following representations and warranties:

- 5.1 Contractor has visited the Site and has examined thoroughly and understood the nature and extent of the Contract Documents, Work, Site, locality, actual conditions, as-built conditions, and all local conditions, and federal, state and local laws and regulations that in any manner may affect cost, progress, performance or furnishing of Work or which relate to any aspect of the means, methods, techniques, sequences or procedures of construction to be employed by Contractor and safety precautions and programs incident thereto.
- 5.2 Contractor has examined thoroughly and understood all reports of exploration and tests of subsurface conditions, as-built drawings, drawings, products specifications or reports, available for Bidding purposes, of physical conditions, including Underground Facilities, which have been made available for Bidders or which may appear in the Drawings. Contractor accepts the determination set forth in these Documents of the limited extent of the information contained in such materials upon which Contractor may be entitled to rely. Contractor agrees that except for the information so identified, Contractor does not and shall not rely on any other information contained in such reports and drawings.
- 5.3 Contractor has conducted or obtained and has understood all such examinations, investigations, explorations, tests, reports and studies (in addition to or to supplement those referred to in Section 5.2 of this Document that pertain to the subsurface conditions, as-built conditions, Underground Facilities and all other physical conditions at or contiguous to the Site or otherwise that may affect the cost, progress, performance or furnishing of Work, as Contractor considers necessary for the performance or furnishing of Work at the Contract Sum, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of the Special

Conditions; and no additional examinations, investigations, explorations, tests, reports, studies or similar information or data are or will be required by Contractor for such purposes.

- 5.4 Contractor has correlated its knowledge and the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Contract Documents.

Article 6. Contract Documents

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

Project Plans (drawings)
Project Specifications
Contractor's Bid
Agreement
Notice of Award
Notice to Proceed
Construction Performance Bond
Construction Labor and Material Payment Bond
Insurance
Encroachment Permit [if applicable]
Form FHWA-1273 [if applicable]

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

Article 7. Indemnity

- 7.1 County and each of its officers, employees, consultants and agents including, but not limited to the Board, Architect/Engineer and each County Representative, shall not be liable or accountable in any manner for loss or damage that may happen to any part of the Work; loss or damage to materials or other things used or employed in performing the Work; injury, sickness, disease, or death of any person; or damage to property resulting from any cause whatsoever except their sole negligence, willful misconduct or active negligence, attributable to performance or character of the Work, and Contractor releases all of the foregoing persons and entities from any and all such claims.
- 7.2 To the furthest extent permitted by law (including without limitation California Civil Code Section 2782), Contractor shall assume defense of, and indemnify and hold harmless, County and each of its officers, employees, consultants and agents, including but not limited to the Board, Architect/Engineer and each County representative, from claims, suits, actions, losses and liability of every kind, nature and description, including but not limited to claims and fines of regulatory agencies and attorney's fees and consultant's fees, directly or indirectly arising out of, connected with or resulting from performance of the Work, failure to perform the Work, or condition of the Work which is caused in whole or

part by any act or omission of Contractor, Subcontractors, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether it is caused in part by the negligence of County or by any person or entity required to be indemnified hereunder.

- 7.3 With respect to third-party claims against Contractor, Contractor waives any and all rights to any type of express or implied indemnity against County and each of its officers, employees, consultants and agents including, but not limited to County, the Board, Architect/Engineer and each County representative.
- 7.4 Approval or purchase of any insurance contracts or policies shall in no way relieve from liability nor limit the liability of Contractor, its Subcontractors of any tier, or the officers or agents of any of them.
- 7.5 To the furthest extent permitted by law (including, without limitation, Civil Code Section 2782), the indemnities, releases of liability and limitations of liability, claims procedures, and limitations of remedy expressed throughout the Contract Documents shall apply even in the event of breach of contract, negligence (active or passive), fault or strict liability of the party(is) indemnified, released, or limited in liability, and shall survive the termination, rescission, breach, abandonment, or completion of the Work or the terms of the Contract Documents. If Contractor fails to perform any of these defense or indemnity obligations, County may in its discretion back charge Contractor for County's costs and damages resulting therefrom and withhold such sums from progress payments or other contract moneys which may become due.
- 7.6 The indemnities in the Contract Documents shall not apply to any indemnified party to the extent of its sole negligence or willful misconduct; nor shall they apply to County or other indemnified party to the extent of its active negligence.

Article 8. Miscellaneous

- 8.1 Terms and abbreviations used in this Agreement are defined in Special Conditions, Section 1: DEFINITIONS AND TERMS and will have the meaning indicated therein.
- 8.2 It is understood and agreed that in no instance are the persons signing this Agreement for or on behalf of County or acting as an employee, agent, or representative of County, liable on this Agreement or any of the Contract Documents, or upon any warranty of authority, or otherwise, and it is further understood and agreed that liability of the County is limited and confined to such liability as authorized or imposed by the Contract Documents or applicable law.
- 8.3 Contractor shall not assign any portion of the Contract Documents, and may subcontract portions of the Contract Documents only in compliance with the Subcontractor Listing Law, California Public Contract Code §4100 *et seq.*
- 8.4 The Contract Sum includes all allowances (if any).

- 8.5 In entering into a public works contract or a subcontract to supply goods, services or materials pursuant to a public works contract, Contractor or Subcontractor offers and agrees to assign to the awarding body all rights, title and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. §15) or under the Cartwright Act (Chapter 2 (commencing with §16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time County tenders final payment to Contractor, without further acknowledgment by the parties.
- 8.6 Copies of the general prevailing rates of per diem wages for each craft, classification, or type of worker needed to execute the Contract, as determined by Director of the State of California Department of Industrial Relations, are deemed included in the Contract Documents and on file at County's Office, and shall be made available to any interested party on request. Pursuant to California Labor Code §1861, Contractor represents that it is aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and Contractor shall comply with such provisions before commencing the performance of the Work of the Contract Documents.
- 8.7 Should any part, term or provision of this Agreement or any of the Contract Documents, or any document required herein or therein to be executed or delivered, be declared invalid, void or unenforceable, all remaining parts, terms and provisions shall remain in full force and effect and shall in no way be invalidated, impaired or affected thereby. If the provisions of any law causing such invalidity, illegality or unenforceability may be waived, they are hereby waived to the end that this Agreement and the Contract Documents may be deemed valid and binding agreements, enforceable in accordance with their terms to the greatest extent permitted by applicable law. In the event any provision not otherwise included in the Contract Documents is required to be included by any applicable law, that provision is deemed included herein by this reference (or, if such provision is required to be included in any particular portion of the Contract Documents, that provision is deemed included in that portion).
- 8.8 This Agreement and the Contract Documents shall be deemed to have been entered into in the County of Stanislaus, State of California, and governed in all respects by California law (excluding choice of law rules). The exclusive venue for all disputes or litigation hereunder shall be in Stanislaus County Superior Court. Contractor accepts the Claims Procedure in Special Conditions, Article SC-16, WORK DISPUTES, as a claims procedure by agreement under the California Government Code, Title 1, Division 3.6, Part 3, Chapter 5.
- 8.9 Notices: Any notices, documents, correspondence or other communications concerning this Agreement or the work hereunder may be provided by personal delivery, facsimile or mail and shall be addressed as set forth below. Such communication shall be deemed

served or delivered: a) at the time of delivery if such communication is sent by personal delivery; b) at the time of transmission if such communication is sent by facsimile; and c) 48 hours after deposit in the U.S. Mail as reflected by the official U.S. postmark if such communication is sent through regular United States mail.

If to County: Chris Brady, PE, Deputy Director
Stanislaus County Public Works
1716 Morgan Road
Modesto, CA 95358

If to Contractor: Steven L. Diede, President
Diede Construction, Inc.
P.O. Box 1007
Woodbridge, CA 95258


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

COUNTY OF STANISLAUS

DIEDE CONSTRUCTION, INC.

By: 

Matt Machado, Director
Public Works Department

By: 

Steven L. Diede, President

APPROVED AS TO FORM:
John P. Doering, County Counsel

By: 

Amanda DeHart
Deputy County Counsel

CONTRACTOR'S BID SHEET

**Vehicle Maintenance Shop, Federal Project CML-5928(209), Project 9457 and Administration
Building, County Project 9457A**

PROJECT 9457 BASE BID

Item No.	SP No.	Item	Estimated Quantity	Unit of Measure	Unit Price (In Figures)	Item Total (In Figures)
1	SP-06	Mobilization	1	LS	634,366.52	634,366.52
2	SP-02	Water Pollution Control	1	LS	65,704.80	65,704.80
3	SP-07	Traffic Control	1	LS	\$20,160.00	\$20,160.00
4	SP-12	Clearing and Grubbing	1	LS	\$218,174.88	\$218,174.88
5	SP-21	Lead Compliance Plan	1	LS	\$1,932.00	\$1,932.00
6	SP-14	Earthwork	1	LS	\$246,624.00	\$246,624.00
7(S)	SP-30	Permeable Interlocking Concrete Pavers	61,210	SF	\$6.94	\$424,797.00
8(S)	SP-30	Paver Edge Restraint	355	LF	\$16.80	\$5,964.00
9	SP-16	Hot Mix Asphalt (HMA Type A)	2,730	TONS	\$117.60	\$321,048.00
10	SP-15	Aggregate Base (Class II)	3,200	TONS	\$28.00	\$89,600.00
11	SP-28	Minor Concrete: 6" Curb	2,365	LF	\$36.55	\$86,440.75
12	SP-28	Minor Concrete: 6" Curb & Gutter	1,590	LF	\$42.27	\$67,209.30
13	SP-28	Minor Concrete: 12"x24" Curb	580	LF	\$58.70	\$34,046.00
14	SP-28	Minor Concrete: Concrete Curb Island for Rolling Gates	3	EA	\$8,741.97	\$26,225.91
15	SP-28	Minor Concrete: Concrete Curb Island for Card Reader	2	EA	\$2,401.28	\$4,802.56
16	SP-28	Minor Concrete: Sidewalk, includes On-Site and Off-Site sidewalks and Patio surfacing	17,465	SF	\$5.73	\$100,074.45
17	SP-28	Minor Concrete: Reinforced Concrete Driveway Apron at V.M.B.	1,233	SF	\$7.22	\$8,902.26
18	SP-28	Minor Concrete: Reinforced Concrete Commercial Driveway Approach	2,480	SF	\$8.04	\$19,939.20
19	SP-28	Minor Concrete: Handicap Ramp Labor and Truncated Domes, Only	14	EA	\$1,165.92	\$16,322.88
20	SP-25	8" P.V.C. Fire Line	2222	LF	\$41.44	\$92,079.68
21	SP-25	6" P.V.C. Fire Line	820	LF	\$49.28	\$40,409.60
22	SP-25	Fire Hydrant Run, Bury & Valve	6	EA	\$7,374.08	\$44,244.48
23	SP-25	Fire Service: Connect to 8" City Water Service at R/W Line & Install 8" Backflow Preventer Assembly (C.O.M. Std. 610B)	2	EA	\$15,216.32	\$30,432.64

24	SP-25	Landscaping Service: Connect to 2" City Water Service at R/W Line & Install 2" Meter and Backflow Preventer Assembly (C.O.M. Std. 610A)	1	EA	\$4,114.88	\$4,114.88
25	SP-25	Domestic Service: Remove Existing Fire Hydrant, Connect to Existing 6" Water Line & Install 4" Meter and Backflow Preventer Assembly (C.O.M. Std. 611)	1	EA	\$10,272.64	\$10,272.64
26	SP-25	4" Domestic Water Service	0	LF	\$0	\$0
27	SP-25	3" Domestic Water Service	390	LF	\$20.16	\$7,862.40
28	SP-25	2½" Domestic Water Service	67	LF	\$31.36	\$2,101.12
29	SP-25	2" Domestic Water Service	387	LF	\$16.80	\$6,501.60
30	SP-25	2" Landscaping Water Service	65	LF	\$25.76	\$1,674.40
31	SP-25	Connect to Existing 2" Water On-Site	1	EA	\$1,612.80	\$1,612.80
32	SP-25	Connect to Existing 4" Water On-Site	1	EA	\$1,951.04	\$1,951.04
33	SP-24	12" H.D.P.E. Storm Drain	590	LF	\$39.20	\$23,128.00
34	SP-24	8" P.V.C. Storm Drain	291	LF	\$38.08	\$11,081.28
35	SP-24	6" P.V.C. Storm Drain	654	LF	\$25.76	\$16,847.04
36	SP-24	4" P.V.C. Storm Drain	231	LF	\$36.96	\$8,537.76
37	SP-24	3" P.V.C. Storm Drain	54	LF	\$32.48	\$1,753.92
38	SP-24	Type GO Inlet with 2' Sump, including Cartridge Filter Insert	1	EA	\$9,443.84	\$9,443.84
39	SP-24	Type GO Inlet with 2' Sump, including Spill Containment and Cartridge Filter Insert	1	EA	\$10,720.64	\$10,720.64
40	SP-24	Catch Basin Manhole, including Spill Containment and Cartridge Filter Insert	3	EA	\$8,272.32	\$24,816.96
41	SP-24	Catch Basin Manhole	4	EA	\$2,828.00	\$11,312.00
42	SP-24	Storm Drain Manhole with 2' Sump	2	EA	\$4,109.28	\$8,218.56
43	SP-24	12" Square Catch Basin	7	EA	\$896.00	\$6,272.00
44	SP-24	Storm Drain Cleanout	7	EA	\$764.96	\$5,354.72
45	SP-24	Connect to Existing 12" C.M.P. Storm Drain Stub-Out	3	EA	\$704.48	\$2,113.44
46	SP-24	Connect to Existing C.M.P. Manhole	1	EA	\$2,113.44	\$2,113.44
47	SP-26	6" P.V.C. Sanitary Sewer	259	LF	\$87.36	\$22,626.24
48	SP-26	4" P.V.C. Sanitary Sewer	288	LF	\$33.60	\$9,676.80
49	SP-26	3" P.V.C. Sanitary Sewer	57	LF	\$21.28	\$1,212.96
50	SP-26	Standard Sewer Manhole	1	EA	\$4,096.96	\$4,096.96

51	SP-26	Sewer Cleanout	4	EA	\$1,159.20	\$4,636.80
52	SP-26	Connect to Existing Sewer Manhole	1	EA	\$1,828.96	\$1,828.96
53(S)	SP-31	Street Lights	1	LS	58,848.16 \$8,176.00	58,848.16 \$8,176.00
54(S)	SP-35	Parking Lot Lighting	1	LS	105,100.80 \$89,528.32	105,100.80 \$89,528.32
55	SP-10	Reset Roadside Signs	11	EA	\$112.00	\$1,232.00
56	SP-39	Bollards	41	EA	\$452.84	\$18,566.44
57(S)	SP-19	Paint Striping	1	LS	\$6,552.00	\$6,552.00
58(S)	SP-32	Gas Service	1	LS	\$16,206.40	\$16,206.40
59(S)	SP-33	Electrical Service	1	LS	63,756.00 \$35,500.64	63,756.00 \$35,500.64
60(S)	SP-34	Telecommunication Service	1	LS	7,588.08 \$29,667.68	7,588.08 \$29,667.68
61(S)	SP-36	Landscaping, Irrigation, Fencing and Gates	1	LS	\$120,603.84	\$120,603.84
62*	SP-37	Vehicle Maintenance Building	1	LS	6,514,259.34	6,514,259.34
SUBTOTAL PROJECT 9457 BASE BID						9,734,106.95

PROJECT 9457A BASE BID

Item No.	SP No.	Item	Estimated Quantity	Unit of Measure	Unit Price (In Figures)	Item Total (In Figures)
63	SP-38	Administration Building	1	LS	5,005,976.78	5,005,976.78
SUBTOTAL PROJECT 9457A BASE BID						5,005,976.78

TOTAL BASE BID ~~\$14,635,774.71~~ 14,739,903.73

The basis of Award is Total Base Bid, only, without consideration of Bid Alternates 1 or 2.

(SIGNED) Steven L. Dede, President Date: 12/15/15

Note: All line items must have an entry placed in its appropriate box.

(S) Bid items denoted with an '(S)' are designated specialty items are not counted against the contractor when calculating the percentage of work self-performed.

* Bid Item No. 62 is a lump sum item which contains items that are designated specialty items. The work so designated includes: masonry, structural steel, fire suppression, plumbing, HVAC, electrical, communications, fire alarm, and any landscaping items. These designated items are not counted against the contractor when calculating the percentage of work self-performed.

CONTRACTOR'S BID SHEET

Vehicle Maintenance Shop, Federal Project CML-5928(209), Project 9457 and Administration Building, County Project 9457A

ADDITIVE ALTERNATE 1 - UPGRADE SECTIONAL GARAGE DOORS TO BI-FOLD

Item No.	SP No.	Item	Estimated Quantity	Unit of Measure	Unit Price (In Figures)	Item Total (In Figures)
1	SP-39	Install Bi-fold in lieu of Sectional Garage Doors	1	LS	120,000. ⁰⁰	120,000.⁰⁰ 120,000. ⁰⁰
2	SP-39	Removal of continuous canopy from contract	1	LS	19,400. ⁰⁰	19,400. ⁰⁰
TOTAL ADDITIVE ALTERNATE 1 BID						139,400.⁰⁰

50/100

ADDITIVE ALTERNATE 2 - ADDITIONAL FIVE TON BRIDGE CRANE

Item No.	SP No.	Item	Estimated Quantity	Unit of Measure	Unit Price (In Figures)	Item Total (In Figures)
1	SP-40	Five ton bridge crane	1	LS	62,000. ⁰⁰	62,000. ⁰⁰
TOTAL ADDITIVE ALTERNATE 2 BID						62,000.⁰⁰

(SIGNED) _____ Date: 12/15/15
 Steven L. Diede, President

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

ATTACHMENT 2

STANISLAUS COUNTY
Project Agreement No. 2016-001 with Harris & Associates

A. Terms and Conditions

Except as hereinafter provided, the services provided by the Consultant under this Project shall be subject to the terms and conditions set forth in the Master Agreement for Professional Design Services ("Agreement") made and entered into by and between the County of Stanislaus ("County") and Harris & Associates ("Consultant"), on May 13, 2014.

B. Scope of Work

The Consultant shall provide Construction Management Services under the Master Agreement and this Project Agreement for the Public Works Vehicle Maintenance Shop and Administrative Building, as set forth in the Consultant's proposal and scope of work dated December 22, 2015, attached hereto and, by this reference, made a part hereof.

C. Compensation

The Consultant shall be compensated for the services provided under this Agreement as follows:

1. Consultant will be compensated on a time and materials basis, based on the hours worked by the Consultant's employees or subcontractors at the hourly rates specified in the consultant's Proposal. The specified hourly rates shall include direct salary costs, employee benefits, and overhead. These rates are not adjustable for the performance period set forth in this project and scope of work.
2. The parties hereto acknowledge the maximum amount to be paid by the County for services provided shall not exceed Four Hundred Eighty Thousand and Ten Dollars (\$480,010) including, without limitation, the cost of any subcontractors, consultants, experts or investigators retained by the Consultant to perform or to assist in the performance of its work under this Agreement.


IN WITNESS WHEREOF, the parties or their duly authorized representatives have executed this Project Agreement No. 2016-001 on January 12, 2016.

COUNTY OF STANISLAUS

By: 
Matt Machado, Director
Department of Public Works

"County"

HARRIS & ASSOCIATES

By: 
Kurt Weidmann, CCM, LEED® AP
Deputy Practice Leader
Construction Management

"Consultant"

APPROVED AS TO FORM:

John P. Doering
County Counsel

By: 
Amanda DeHart
Deputy County Counsel

**Stanislaus County
Public Works Vehicle Maintenance Shop
and Administrative Building Project
SCOPE OF SERVICES (Rev 3)**

For:
Staff Augmentation (Inspection & Scheduling) Positions

Dated: December 22, 2015

This scope of services is meant to provide the Stanislaus County for Staff Augmentation of County's Construction Management team:

Public Works Vehicle Maintenance Shop and Administrative Building

Project is located within Stanislaus at the Morgan Road shop facility between February 2016 and spring 2017. Harris & Associates (Harris) understands the County's objectives are to have Harris provide staff augmentation, as follows:

- Provide Limited-time Project/Construction Manager duties to assist/support/advise the County RE
- Provide Full-time Inspector (single person)
- Provide Limited-time scheduler to assist/support the County RE with schedule review and analysis
- Work shall run for approximately 280 working days and may involve multiple operations
- Work should not require any level of overtime

Harris' staff augmentation services will include:

Task 1 – Pre-construction site investigation

Conduct a site investigation of existing field conditions, on first day of service, to verify presence and conditions of items like the yard condition, road conditions leading to the existing shop, locations of adjacent utilities, conditions of adjacent buildings in the immediate vicinity and overall project conditions. This inventory will be checked against the final conditions after the contractor completes his work to verify that he restores the site to an acceptable and safe condition.

Deliverable(s) – Site photos, and if needed, notes/sketches.

Task 2 - Preconstruction Conference

Participate in County's pre-con meeting with the contractor and advise County RE on project specifics. This meeting will inform the contractor of project administration procedures and to emphasize the overall goals of the project.

Deliverable(s) – Provide input on agenda & meeting minutes

Task 3 – Management Information System

Participate in County's project filing and documentation system. File inspection documentation items in County's filing system for organizing, tracking, and managing paper correspondence including letters, information requests, submittals, contracts, reports, progress payments and change orders.

Deliverable(s) - Paper files, correspondence, photos, logs, etc.

Task 3 – Inspector's Daily Report

Prepare and submit Inspector's Daily Report (written). Assist the County RE/designer/architect in the coordination and the resolution of non-conforming work/items.

Deliverable(s) – Inspector's Daily Report (written).

Task 4 – Inspector's As-builts

Prepare and maintain set of updated plans and specifications, referred to as Inspector's as-builts. Update with County's/Architect's responses to RFIs, Field Clarifications/Directives, Change Orders, etc.

Deliverable(s) – Inspector's As-Builts (plans and specifications).

Task 5 – Weekly Construction Meetings

Participate in weekly progress update and tailgate meetings to discuss background, scope, objectives, schedule, current and past issues, as necessary.

Deliverable(s) – Provide input on agenda and meeting minutes.

Task 6 – Issues Management

Participate in issues resolution efforts. Identify issues, seek appropriate advice from the County and give recommendations on means of resolution, assist in change order work tracking, if required. Review contractor's methods of construction in order to ensure compliance with contract documents, assist in congestion management of work in the active maintenance yard and delivery of project within budget and time specified.

Deliverable(s) – Document on Inspector's Daily Diary/Reports

Task 7 – Schedule Monitoring/Reporting

Prepare reports on schedule progress. Review and monitor contractor's schedule progress weekly on site. Notify County RE and interested parties of actual or potential deviation from schedule. Notify the

contractor to correct noncompliance with his schedule. Review Contractor's monthly Critical Path Method (CPM) schedule submittals.

Deliverable(s) – Monthly schedule review report (with recommendations of needs for schedule adjustments).

Task 8 – Quality Assurance Observations & Materials Testing Coordination

Observe and monitor project construction activities. Notify contractor and County RE when work appears to be not in compliance with contract documents. Prepare daily observation reports to document construction process. Monitor Contractor's requests for testing and inspection, to determine whether work is ready for inspection and material testing. Notify County and Contractor, if Contractor's work does not appear to be ready for inspection or testing. Coordinate with County RE and any third party firms which may need to conduct testing or special inspectors which may need to participate in verifying compliance of the work.

Deliverable(s) – Inspector's Daily Diary/Reports, material testing and digital photography.

Task 10 – Permit Compliance

Review and monitor Contractor's compliance with requirements stipulated in permits issued by regulatory and environmental agencies, if needed. Verify/monitor Contractor's SWPPP and BMP compliance, communicate non-compliance.

Deliverable(s) – Daily reports and correspondence. Routine SWPPP discussion in reports.

Task 11 – Progress Payments

Review, verify and recommend monthly percentage complete on contractor's draft schedule of values work items to the County RE of all contractor payment requests. Verify contractor pay items. Review contractor's monthly schedule update. Sign/recommend approval of final monthly payment application.

Deliverable(s) – Progress payment monthly sign off

Task 12 – Site Safety

Participate in Contractor's Site Safety plan/program. Observe and report any safety concerns to Contractor and County. Contractor is responsible for monitoring contractor's safety program for compliance with Cal/OSHA and Contractor's own site specific plan. Notify Contractor and County RE if unsafe conditions are observed. Notify County if contractor refuses to rectify unsafe conditions. Investigate accidents, if requested.

Deliverable(s) – Document accidents within daily reports, as appropriate.

Task 13 – Final Documentation Walkthrough/Punchlist

Schedule final walkthroughs of County, Architect, Designer and others. Participate in final walkthroughs and prepare punchlist and punchlist updates/signoffs. Verify that required certificates of compliance, and all inspection items are cleared. Review as-built drawings submitted by Contractor against Inspector's as-built set and communicate exceptions to Architect & County. Submit Contractor's as-builts to Architect for final review and acceptance.

Deliverable(s) - Punch-list and Inspector's as-builts

Task 14 – Project Closeout

Review Contractor's request to File Notice of Completion, final documentation for archiving.

Deliverable(s) – Recommendation on Final progress payment request, recommendation of Notice of Completion and receipt of project records to County for archive.

Stanislaus County Public Works
 Public Works Vehicle Maintenance Shop and Administrative Building Project
 Project Fee Schedule - Rev 3
 December 22, 2015
 Staff Augmentation (Inspection, Schedule Review) Worksheet



Project Schedule	2015	2016												2017					
	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
Calendar days	31	31	29	31	30	31	30	31	31	30	31	30	31	31	28	31	30	31	31
Work days			11	22	21	21	22	20	23	21	0	19	21	20	18	23	18		
Preconstruction																			
Construction Phase																			
Closeout																			

280 Contract working days

Estimated Fees			Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Totals	
Position	Name	Rate																					
PM		\$195.00			32	32	12	12	12	12	12	4	12	12	12	12	12	12	12	12		224	\$43,680
Inspector*		\$180.00			88	176	168	168	176	160	184	188	0	152	168	160	144	184	96	80		2,272	\$408,960
Scheduler		\$170.00			40	12	8	8	8	8	8	5	8	8	8	8	8	8	8	8		161	\$27,370
																						0	\$0
																						0	\$0
Monthly Subtotal		Labor	0	0	160	220	188	188	196	180	204	168	9	172	188	180	164	204	116	100	0	Labor	\$480,010
Other Direct Costs																							\$0
Special Inspection Plant																							\$0
Survey																							\$0
Materials Testing																							\$0

\$480,010

Notes and Assumptions:

Denotes planned contract shut-down period to accommodate County staff move from existing building to new facility. Harris assumes no field work for entire month.

Fees are based on a 15 month construction contract with NTP on Feb 1, 2016. Start of work Feb 15, 2016

Holidays include New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving (2 days), Christmas, and a Floating Holiday.

Costs for job-site construction management office, office equipment, and office furniture are not included in this estimate

County shall provide Harris staff office space, furniture, related equipment (printer, internet and related), computer platform, hardware, doc control software and copies of plans/specs/changes.

Harris to provide our on-site inspector a truck, laptop, aircard and cell phone.

Should the actual schedule require more or less construction management services than proposed, adjustments to this estimate may be required.

Overtime, rain, holidays and potential time extensions or delays may result in additional construction management services.

Schedule assumes 30 calendar days for County move.

Revision due to project slippage and direction per December re-bid of GC.

PM and scheduling services are Professional Engineering and Construction Management Staff Augmentation Services and not subject to be governed by Prevailing Wage requirements

*Inspection services will most likely be subject to Prevailing Wage requirements.

ATTACHMENT 3



Contract Interiors

PROPOSAL / QUOTE

Address	Phone #	Fax #	Quote #
3008 Cherokee Road Stockton, CA 95205	(209) 463-5734	(209) 463-4516	2015-637

Rep: DLD

Client P.O. #:

Client Contact:

COLT ESENWEIN

Contact Phone:

209-525-4184

Contact Email:

esenweinc@stancounty.com

Date: 8/17/2015

Bill to:

STANISLAUS COUNTY
1716 MORGAN ROAD
MODESTO, CA
95358-5805

Ship to:

STANISLAUS COUNTY
1716 MORGAN ROAD
MODESTO, CA
95358-5805
ATTN: COLT

Billing Email: SAME

Terms: 50% DEPOSIT/NET 10

The first 2 weeks storage is free. Prices listed are good for 30 days.

Please note: delivery/installation/labor charges may vary depending on site, install conditions & change orders.

Item	Description	Qty	Rate	Total
	*** PUBLIC WORKS***			
#HAWORTH	COMPOSE FURNITURE AS QUOTED	1	207,712.21	207,712.21T

INCLUDES:

28 WORKSTATIONS
6 PRIVATE OFFICES
18 GUEST CHAIRS
30 STACKER CHAIRS
INSTALLATION (PREVAILING WAGE)

PRICING BASED ON U.S. COMMUNITIES PRICE LIST

PLEASE MAKE PO OUT TO HAWORTH C/O DURST

SEE PARTS LIST FOR DETAIL

NOTE: Durst Installers are not certified electricians or data technicians. If your new furniture consists of electrical hook-up (either from the wall base or the ceiling), please consult a licensed electrician and data technician for your wiring needs, prior to our arrival on the date listed above.

Subtotal \$207,712.21

Sales Tax (7.625%) \$15,838.06

PROPOSED BY: _____ DATE: _____

Total \$223,550.27

ACCEPTED BY: _____ DATE: _____

PLEASE SIGN PROPOSAL, SERVICE AGREEMENT AND ARE YOU READY FORM AND FAX BACK TO 209-463-4516. THANK YOU FOR YOUR BUSINESS.

Item	Qty.	Product
1	87	ZZBD-1600-PP Compose, Cntlvr Brkt,16In.D,Bh

2	50	ZZBA-0000-PR Side/Corner Bracket
---	----	--

3	50	ZZBA-0000-PL Side/Corner Bracket
---	----	--

4	22	WURA-3072-LJSA Rect Worksurface 30D X 72W
---	----	---

Worktop Surface Color	,H-AK	CHALK GRD A
Worktop Edge Color-Users Edge	,HP-AK	CHALK GRD A

5	34	WURA-3048-LJSA Rect Worksurface 30D X 48W
---	----	---

Worktop Surface Color	,H-AK	CHALK GRD A
Worktop Edge Color-Users Edge	,HP-AK	CHALK GRD A

Item Qty. Product

6 28 **WUCK-4848-LJSAN55**
 Worksurface,Split Corner,90Deg 48 X 48

Worktop Surface Color ,H-AK CHALK GRD A
 Worktop Edge Color-Users Edge ,HP-AK CHALK GRD A

7 56 **VZTI-6460-FNC**
 Compose,Single Tile,64In.HX60In.W,Fabric/Tackable,Std Core,No Tech

Surface Color 1A (L6) HIGHLANDS GRD A
 Surface Color 1A ,L6-AG GLEN GRD A

8 40 **VZTI-6436-FNC**
 Compose,Single Tile,64In.HX36In.W,Fabric/Tackable,Std Core,No Tech

Surface Color 1A (L6) HIGHLANDS GRD A
 Surface Color 1A ,L6-AG GLEN GRD A

9 37 **VZTI-4848-FNC**
 Compose,Single Tile,48In.HX48In.W,Fabric/Tackable,Std Core,No Tech

Surface Color 1A (L6) HIGHLANDS GRD A
 Surface Color 1A ,L6-AG GLEN GRD A

10 30 **VZTI-4836-FNC**
 Compose,Single Tile,48In.HX36In.W,Fabric/Tackable,Std Core,No Tech

Surface Color 1A (L6) HIGHLANDS GRD A
 Surface Color 1A ,L6-AG GLEN GRD A

Item Qty. Product

11 85 **VZTI-4048-FNN**
 Compose,Single Tile,40In.HX48In.W,Fabric/Tackable,Std Core,No Tech

Surface Color 1A (L6) HIGHLANDS GRD A
 Surface Color 1A ,L6-AG GLEN GRD A

12 42 **VZTI-4036-FNN**
 Compose,Single Tile,40In.HX36In.W,Fabric/Tackable,Std Core,No Tech

Surface Color 1A (L6) HIGHLANDS GRD A
 Surface Color 1A ,L6-AG GLEN GRD A

13 6 **VZTI-3248-F2N**
 Compose,Single Tile,32In.HX48In.W,Fabric/Tackable,Std Core,Both Side Tech

Surface Color 1A (L6) HIGHLANDS GRD A
 Surface Color 1A ,L6-AG GLEN GRD A
 Trim Color 1A ,TR-AK CHALK GRD A

14 4 **VZTI-3236-F2N**
 Compose,Single Tile,32In.HX36In.W,Fabric/Tackable,Std Core,Both Side Tech

Surface Color 1A (L6) HIGHLANDS GRD A
 Surface Color 1A ,L6-AG GLEN GRD A
 Trim Color 1A ,TR-AK CHALK GRD A

15 18 **VZTI-2448-FNN**
 Compose,Single Tile,24In.HX48In.W,Fabric/Tackable,Std Core,No Tech

Surface Color 1A (L6) HIGHLANDS GRD A
 Surface Color 1A ,L6-AG GLEN GRD A

Item Qty. Product

16 36 **VZTI-2436-FNN**
 Compose,Single Tile,24In.HX36In.W,Fabric/Tackable,Std Core,No Tech

Surface Color 1A (L6) HIGHLANDS GRD A
 Surface Color 1A ,L6-AG GLEN GRD A

17 72 **VZTI-0848-FNN**
 Compose,Single Tile,8In.HX48In.W,Fabric/Tackable,Std Core,No Tech

Surface Color 1A (L6) HIGHLANDS GRD A
 Surface Color 1A ,L6-AG GLEN GRD A

18 8 **VZTI-0836-FNN**
 Compose,Single Tile,8In.HX36In.W,Fabric/Tackable,Std Core,No Tech

Surface Color 1A (L6) HIGHLANDS GRD A
 Surface Color 1A ,L6-AG GLEN GRD A

19 19 **VZGS-1648-1**
 Compose,Glass Stack 16In.H X 48In.W

Trim Color 1A ,TR-AK CHALK GRD A
 Surface Color 1A ,SK-1C CLEAR GRD A

20 28 **VZFF-6660-NNNNNR**
 Compose, Frm,66Hx60W,Bs NoPwr,No BsTrm/No BsTrm,No Blt Pwr,Std

Edge Trim Color ,TR-AK CHALK GRD A

Item Qty. Product

27 6 **VZFF-6648-NNNN3R**
Compose, Frm,66Hx48W,Bs NoPwr,No BsTrm/No BsTrm,Blt Pwr 3CIR,Std

Edge Trim Color ,TR-AK CHALK GRD A

22 1 **VZFF-6648-NNHN3R**
Compose, Frm,66Hx48W,Bs NoPwr,Bs Cvhl/No BsTrm,Blt Pwr 3CIR,Std

Edge Trim Color ,TR-AK CHALK GRD A
Base Trim Color A ,TR-AK CHALK GRD A

23 2 **VZFF-6648-N3HH3R**
Compose, Frm,66Hx48W,Bs 3CIR,Bs Cvhl/Cvhl,Blt Pwr 3CIR,Std

Edge Trim Color ,TR-AK CHALK GRD A
Base Trim Color A ,TR-AK CHALK GRD A
Base Trim Color B ,TR-AK CHALK GRD A

24 28 **VZFF-6636-NNNNNR**
Compose, Frm,66Hx36W,Bs NoPwr,No BsTrm/No BsTrm,No Blt Pwr,Std

Edge Trim Color ,TR-AK CHALK GRD A

25 9 **VZFF-6636-NNNN3R**
Compose, Frm,66Hx36W,Bs NoPwr,No BsTrm/No BsTrm,Blt Pwr 3CIR,Std

Edge Trim Color ,TR-AK CHALK GRD A



Item Qty. Product

26 1 **VZFF-6636-N3HH3R**
 Compose, Frm,66Hx36W,Bs 3CIR,Bs Cvhl/Cvhl,Blt Pwr 3CIR,Std

Edge Trim Color ,TR-AK CHALK GRD A
 Base Trim Color A ,TR-AK CHALK GRD A
 Base Trim Color B ,TR-AK CHALK GRD A

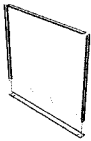
27 14 **VZFF-5048-NNNNNR**
 Compose, Frm,50Hx48W,Bs NoPwr,No BsTrm/No BsTrm,No Blt Pwr,Std

Edge Trim Color ,TR-AK CHALK GRD A



28 40 **VZFF-5048-NNNN3R**
 Compose, Frm,50Hx48W,Bs NoPwr,No BsTrm/No BsTrm,Blt Pwr 3CIR,Std

Edge Trim Color ,TR-AK CHALK GRD A



29 1 **VZFF-5048-N3HH3R**
 Compose, Frm,50Hx48W,Bs 3CIR,Bs Cvhl/Cvhl,Blt Pwr 3CIR,Std

Edge Trim Color ,TR-AK CHALK GRD A
 Base Trim Color A ,TR-AK CHALK GRD A
 Base Trim Color B ,TR-AK CHALK GRD A

30 12 **VZFF-5036-NNNNNR**
 Compose, Frm,50Hx36W,Bs NoPwr,No BsTrm/No BsTrm,No Blt Pwr,Std

Edge Trim Color ,TR-AK CHALK GRD A

Item Qty. Product

31 6 **VZFF-5036-NNNN3R**
Compose, Frm,50Hx36W,Bs NoPwr,No BsTrm/No BsTrm,Blt Pwr 3CIR,Std

Edge Trim Color ,TR-AK CHALK GRD A

32 2 **VZFF-5036-N3HH3R**
Compose, Frm,50Hx36W,Bs 3CIR,Bs Cvhl/Cvhl,Blt Pwr 3CIR,Std

Edge Trim Color ,TR-AK CHALK GRD A
Base Trim Color A ,TR-AK CHALK GRD A
Base Trim Color B ,TR-AK CHALK GRD A

33 14 **VZER-0003-M**
Compose,Receptacle,Triplex, 15-Amp, 3 Circuit, 332, CM

Tech Surface Color 1A ,TR-AK CHALK GRD A

34 40 **VZEJ-0B00-3**
Compose,Beltline Power Harness 30In.L

35 5 **VZEF-0R0S**
Compose,Flex Connector,Straight Span

Item Qty. Product

36 35 **VZEF-0B0Q**
Compose, Flex Connector, Corner Span, Beltline

37 6 **VZEB-0006-H3**
Compose, Base Feed Module, Hardwire Conn 6Ft

38 6 **VZCX-6600-A**
Compose, Connector Trim, Corner, 4-Way 66In.H

Top Trim Color A ,TR-AK CHALK GRD A

39 2 **VZCX-5000-A**
Compose, Connector Trim, Corner, 4-Way 50In.H

Top Trim Color A ,TR-AK CHALK GRD A

40 14 **VZCT-6600-A**
Compose, Connector Trim, Corner, 3-Way 66In.H

Edge Trim Color ,TR-AK CHALK GRD A
Top Trim Color A ,TR-AK CHALK GRD A

Item Qty. Product

41 4 **VZCT-5000-A**
Compose,Connector Trim,Corner,3-Way 50In.H

Edge Trim Color ,TR-AK CHALK GRD A
Top Trim Color A ,TR-AK CHALK GRD A

42 5 **VZCS-0000**
Compose,Corner Block Assembly,90Deg

43 2 **VZCL-6600-A**
Compose,Connector Trim,Corner,2-Way 66In.H

Edge Trim Color ,TR-AK CHALK GRD A
Top Trim Color A ,TR-AK CHALK GRD A

44 19 **VZCL-5000-A**
Compose,Connector Trim,Corner,2-Way 50In.H

Edge Trim Color ,TR-AK CHALK GRD A
Top Trim Color A ,TR-AK CHALK GRD A

45 32 **VZCE-6600-A**
Compose,Panel Trim,End-Of-Run 66In.H

Edge Trim Color ,TR-AK CHALK GRD A

Item Qty. Product

46 16 **VZCE-5000-A**
Compose,Panel Trim,End-Of-Run 50In.H

Edge Trim Color ,TR-AK CHALK GRD A

47 28 **VZCC-0120-A**
Compose,Top Trim 120In.W

Top Trim Color A ,TR-AK CHALK GRD A

48 25 **VZCC-0096-A**
Compose,Top Trim 96In.W

Top Trim Color A ,TR-AK CHALK GRD A

49 30 **VZCC-0036-A**
Compose,Top Trim 36In.W

Top Trim Color A ,TR-AK CHALK GRD A

50 160 **VZAR-0000**
Panel, Receptacle Blank Cover, Compose

Tech Trim Color 1A ,TR-AK CHALK GRD A

Item	Qty.	Product
51	50	VZAL-6600 Panel, Vertical Light Block, 66in, Compose
52	50	VZAL-5000 Panel, Vertical Light Block, 50in, Compose
53	10	VZAL-0048 Compose, Light Block, 48in
54	10	VZAL-0036 Compose, Light Block, 36in
55	254	VZAD-0000-R Elec Comp, Data Blank Cover, Hard Surf Tiles all manuf dates, Fabric Tiles manuf after 3/17/2009
		Tech Trim Color 1A ,TR-AK CHALK GRD A

Item Qty. Product

56 4 **UZGS-1648-PML**
 Compose ,Upper Storage,48"W,Painted Front,Panel Up Mount,Hinge,Locking



Case Color ,TR-AK CHALK GRD A
 Door Front Color 1A ,TR-AK CHALK GRD A
 Lock Color ,LR-BP CHROME GRD A

57 8 **UZGS-1636-PML**
 Compose ,Upper Storage,36"W,Painted Front,Panel Up Mount,Hinge,Locking

Case Color ,TR-AK CHALK GRD A
 Door Front Color 1A ,TR-AK CHALK GRD A
 Lock Color ,LR-BP CHROME GRD A

58 2 **TPPR-42**
 Round Hybrid Table 42"



Worktop Surface Color ,H-KF WILLIAMSBURG CHERRY GRD B
 Worktop Edge Color-Users Edge ,TR-K CHARCOAL GRD A
 Base Color 1A ,TR-K CHARCOAL GRD A

59 1 **TARP-60C0-LTSTJG4C**
 Planes,Table,Peb,Lam,60"x120",Tm3,Std,Co:2Sd/12 Opn/Lr,Intr,Gld,29"H,Cbl



Worktop Surface Color ,H-KF WILLIAMSBURG CHERRY GRD B
 Worktop Edge Color-Users Edge ,HP-8J CHARCOAL GRD A
 Base Color 1A ,TR-K CHARCOAL GRD A
 Trim Color 1A ,H-KF WILLIAMSBURG CHERRY GRD B
 Trim Color 1B ,HP-8J CHARCOAL GRD A

60 10 **TARA-2472-LTSNCF4A**
 Planes,Table,Rt,Lam,24"x72",Tm3,Std,Co:None,Train,Cstr - Flip,29"H,Ptd



Worktop Surface Color ,H-KF WILLIAMSBURG CHERRY GRD B
 Worktop Edge Color-Users Edge ,HP-8J CHARCOAL GRD A
 Base Color 1A ,TR-K CHARCOAL GRD A
 Base Color 1B ,TR-F BLACK GRD A

Item Qty. Product

61 2 **TA01-1414-L**
Planes, Cable Base, 14In D.,Lam

Worktop Surface Color ,H-KF WILLIAMSBURG CHERRY GRD B
Worktop Edge Color-Users Edge ,HP-KF WILLIAMSBURG CHERRY GRD A

62 18 **M600-2210**
Improv,4Leg, Side chair, Uph Bk,Arm,Glides,



Seat 1 Color (3A) TELLURE GRD A
Seat 1 Color ,3A-18 BLACK GRD A
Frame Color ,TR-F BLACK GRD A

63 4 **LUTS-0042-16UEP**
Adaptable, Task Light, 42In., 72In. Cord, Stl, Prismatic

64 8 **LUTS-0030-16UEP**
Adaptable, Task Light, 30In., 72In. Cord,Stl, Prismatic

65 2 **LUTS-0024-16UEP**
Adaptable, Task Light, 24In., 72In. Cord,Stl, Prismatic

Item Qty. Product

66 2 **JUFS-3372-SL**
X Series,Vertical Storage,Stl End Pnls,Flip,Steel Door,33IN. X 72IN.,2 Locks



End Panel Color	,TR-K	CHARCOAL GRD A
Door Front Color 1A	,TR-K	CHARCOAL GRD A
Lock Color	,LR-BL	BLACK GRD A

67 2 **JTVS-1872**
X Series, Tackboard, VSU, Ptd Pnl, 18 X 72



Surface Color 1A	(L6)	HIGHLANDS GRD A
Surface Color 1A	,L6-AG	GLEN GRD A

68 2 **JPDH-30-S1RF**
X Series,Pedestal,Attached Desk,Box/Box/File,30"D,Steel Drawer Front,Steel Lockbar,Ellipse Pull,RH,Full Mod



Case Color	,TR-K	CHARCOAL GRD A
Drawer Pull Color	,TR-K	CHARCOAL GRD A
Lock Color	,LR-BL	BLACK GRD A

69 4 **JPDH-30-S1LF**
X Series,Pedestal,Attached Desk,Box/Box/File,30"D,Steel Drawer Front,Steel Lockbar,Ellipse Pull,LH,Full Mod



Case Color	,TR-K	CHARCOAL GRD A
Drawer Pull Color	,TR-K	CHARCOAL GRD A
Lock Color	,LR-BL	BLACK GRD A

70 9 **JPAJ-30-S1**
X Series,Pedestal,Attached,F/F,30"D,PtdDrwFrnt, Stl Lkrl,Ellipse Pull

Case Color	,TR-K	CHARCOAL GRD A
Drawer Pull Color	,TR-K	CHARCOAL GRD A
Lock Color	,LR-BP	CHROME GRD A

Item Qty. Product

71 32 **JPAH-30-S1**
X Series, Pedestal, Attached, B/B/F, 30"D, Ptd Drw Frt, Stl Lkrl, Ellipse Pull

Case Color ,TR-K CHARCOAL GRD A
Drawer Pull Color ,TR-K CHARCOAL GRD A
Lock Color ,LR-BP CHROME GRD A

72 3 **JLPD-0242-S1**
X Series, 27.5"H x 42"W, Lateral File, File, Steel Drawer Front, Steel Lock Material, Freestanding, Ellipse Pull, Glides



Case Color ,TR-K CHARCOAL GRD A
Drawer Pull Color ,TR-K CHARCOAL GRD A
Lock Color ,LR-BP CHROME GRD A

73 20 **JLPD-0236-S1A**
X Series, 27.5"H x 36"W, Lateral File, File, Steel Drawer Front, Steel Lock Material, Attached, Ellipse Pull, Glides



Case Color ,TR-K CHARCOAL GRD A
Drawer Pull Color ,TR-K CHARCOAL GRD A
Lock Color ,LR-BP CHROME GRD A

74 5 **JLPD-0236-S1**
X Series, 27.5"H x 36"W, Lateral File, File, Steel Drawer Front, Steel Lock Material, Freestanding, Ellipse Pull, Glides



Case Color ,TR-K CHARCOAL GRD A
Drawer Pull Color ,TR-K CHARCOAL GRD A
Lock Color ,LR-BP CHROME GRD A

75 1 **JDXL-3672-JFASFN**
X Series, Rect, Exec, Desk, Lam, EB3, 36X72, End, Ped, Ptd, Full Mod, No Cbl Mgt

Worktop Surface Color ,H-KF WILLIAMSBURG CHERRY GRD B
Worktop Edge Color-Users Edge ,HP-KF WILLIAMSBURG CHERRY GRD A
Case Trim Color ,TR-K CHARCOAL GRD A
Modesty Surface Color ,TR-K CHARCOAL GRD A

Item Qty. Product

76 4 **JDXL-3672-JAFSFN**
 X Series,Rect, Exec, Desk,Lam, EB3,36X72,Ped,End,Ptd,Full Mod,No Cbl Mgt

Worktop Surface Color	,H-KF	WILLIAMSBURG CHERRY GRD B
Worktop Edge Color-Users Edge	,HP-KF	WILLIAMSBURG CHERRY GRD A
Case Trim Color	,TR-K	CHARCOAL GRD A
Modesty Surface Color	,TR-K	CHARCOAL GRD A

77 1 **JDXL-3660-JFASFN**
 X Series,Rect, Exec, Desk,Lam, EB3,36X60,End,Ped,Ptd,Full Mod,No Cbl Mgt

Worktop Surface Color	,H-KF	WILLIAMSBURG CHERRY GRD B
Worktop Edge Color-Users Edge	,HP-KF	WILLIAMSBURG CHERRY GRD A
Case Trim Color	,TR-K	CHARCOAL GRD A
Modesty Surface Color	,TR-K	CHARCOAL GRD A

78 6 **JDSL-3072-JFFSFN**
 X Series,Rect Desk,Lam, EB3,30X72,End,End,Ptd,Full Mod,No Cbl Mgt

Worktop Surface Color	,H-KF	WILLIAMSBURG CHERRY GRD B
Worktop Edge Color-Users Edge	,HP-KF	WILLIAMSBURG CHERRY GRD A
Case Trim Color	,TR-K	CHARCOAL GRD A
Modesty Surface Color	,TR-K	CHARCOAL GRD A

79 4 **JDSL-3048-JFFSFN**
 X Series,Rect Desk,Lam, EB3,30X48,End,End,Ptd,Full Mod,No Cbl Mgt

Worktop Surface Color	,H-KF	WILLIAMSBURG CHERRY GRD B
Worktop Edge Color-Users Edge	,HP-KF	WILLIAMSBURG CHERRY GRD A
Case Trim Color	,TR-K	CHARCOAL GRD A
Modesty Surface Color	,TR-K	CHARCOAL GRD A

80 1 **JDSL-2472-JFFSFN**
 X Series,Rect Desk,Lam, EB3,24X72,End,End,Ptd,Full Mod,No Cbl Mgt

Worktop Surface Color	,H-KF	WILLIAMSBURG CHERRY GRD B
Worktop Edge Color-Users Edge	,HP-KF	WILLIAMSBURG CHERRY GRD A
Case Trim Color	,TR-K	CHARCOAL GRD A
Modesty Surface Color	,TR-K	CHARCOAL GRD A

Item Qty. Product

81 5 **JDBL-2448-JNNNFNS**
X Series,Bridge,Lam,2448,Full Modesty,No Cable Mgt

Worktop Surface Color ,H-KF WILLIAMSBURG CHERRY GRD B
Worktop Edge Color-Users Edge ,HP-KF WILLIAMSBURG CHERRY GRD A
Modesty Surface Color ,TR-K CHARCOAL GRD A

82 1 **JDBL-2442-JNNNFNS**
X Series,Bridge,Lam,2442,Full Modesty,No Cable Mgt



Worktop Surface Color ,H-KF WILLIAMSBURG CHERRY GRD B
Worktop Edge Color-Users Edge ,HP-KF WILLIAMSBURG CHERRY GRD A
Modesty Surface Color ,TR-K CHARCOAL GRD A

83 18 **JBCS-0542**
X Series,Bookcase,63.5"H x 42"W,Glides



Case Color ,TR-K CHARCOAL GRD A

84 10 **JBCS-0536**
X Series,Bookcase,63.5"H x 36"W,Glides

Case Color ,TR-K CHARCOAL GRD A

85 1 **JBCS-0436**
X Series,Bookcase,51.5"H x 36"W,Glides



Case Color ,TR-K CHARCOAL GRD A

Item Qty. Product

86 6 **JBCS-0336**
X Series,Bookcase,39.5"H x 36"W,Glides

Case Color ,TR-K CHARCOAL GRD A

87 2 **JBBT-1**
Hardware Pkg Task Light Vsu

88 1 **HTCT-2436-T**
Utility Table,Typing Height,24" X 36"



Worktop Surface Color ,H-KF WILLIAMSBURG CHERRY GRD B
Worktop Edge Color-Users Edge ,TR-K CHARCOAL GRD A
Bracket Color ,TR-K CHARCOAL GRD A

89 4 **EUE2-0000-C331W**
FTU,2sd,12 Port,3 Recpt,No USB,3 Data ports,No Cable Garage,Clr Anod Alum,Wht Tchp,12' Cord

90 2 **EUAW-0072-NH**
Wire Mgr,Universal,Horizontal 72In.



Item Qty. Product

97 30 1200-2100
System 12,High Density Stacker,Poly Shell,Armless,Non-Ganging



Seat 1 Color ,TR-F BLACK GRD A
ERROR ,TR-F BLACK GRD A

92 4 LSET-6
HW,Lock Set, Keyed Alike,Lock Plug And Key, Qty Of 6

Lock Color ,LX-BL BLACK GRD A

93 1 LSET-5
HW,Lock Set, Keyed Alike,Lock Plug And Key, Qty Of 5

Lock Color ,LX-BL BLACK GRD A

94 2 LSET-4
HW,Lock Set, Keyed Alike,Lock Plug And Key, Qty Of 4

Lock Color ,LX-BL BLACK GRD A

95 28 LSET-2
HW,Lock Set, Keyed Alike,Lock Plug And Key, Qty Of 2

Lock Color ,LX-BL BLACK GRD A

Item	Qty.	Product
96	1	1-0228 Design Non-Haworth Provided

97	1	1-0229 Installation Non-Haworth Provided
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ATTACHMENT 4



Stanislaus, County Recorder
Lee Lundrigan Co Recorder Office
DOC- 2016-0015862-00

Acct 402-Counter Customers
Thursday, MAR 03, 2016 08:43:22
Ttl Pd \$0.00 Rcpt # 0003781233
JMS/R2/1-5

Recording Requested By
City of Modesto
Return to / Mail to
City of Modesto City Clerk
P.O. Box 642
Modesto, CA 95353

SPACE ABOVE THIS LINE FOR RECORDER'S USE

**OUTSIDE SERVICE AGREEMENT
FOR SEWER SERVICE**

This Agreement is made in the City of Modesto, County of Stanislaus, State of California, by and between the CITY OF MODESTO, a municipal corporation of the State of California, hereinafter called CITY, and County of Stanislaus, State of California, hereinafter called OWNER, and entered into on the date the last party executes said agreement.

This Agreement is made with reference to the following recitals:

A. OWNER desires to have sewer service from CITY to his property located outside the City limits of CITY;

B. CITY is agreeable to providing said sewer service under the following terms and conditions,

NOW, THEREFORE, in consideration of the mutual covenants, promises and agreements herein contained, the parties hereto mutually agree as follows:

1. This agreement is between the CITY and OWNER of the following described property:

Address: 1716 Morgan Road

APN: 040-006-002

As shown on the attached Assessor Map.

2. In the event this agreement is terminated, OWNER acknowledges, understands, and agrees that City may thereafter, upon 30 days' written notice to OWNER, in the

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discretion of the Utilities Director, elect to disconnect the sewer service connection to said property.

3. OWNER shall pay sewer rates for service outside the CITY as provided by the Modesto Municipal Code.

4. The remedy provided in paragraph #2, above, to City, in event the owners breach this agreement, is cumulative and is in addition to any other remedies in law or equity that may be available to City. The election of one or more remedies shall not bar the use of other remedies unless the circumstances make the remedies incompatible.

5. OWNER shall, where a sewer lateral exists to serve the property directly, obtain a permit from CITY to connect to the sewer lateral and pay all the required charges as set forth in Municipal Code Section 5-6.801 through 807, including all applicable subtrunk and perimeter sewer charges.

OWNER shall, where a sewer lateral does not exist to serve the property directly, construct the sewer lateral at his own expense. All work shall be in accordance with plans and specifications approved by CITY, and OWNER shall reimburse CITY for all costs of engineering and inspection incurred by CITY for the sewer lateral extension. In addition, OWNER shall obtain a permit from the CITY to connect to the sewer lateral and shall pay all applicable permit, subtrunk and/or perimeter sewer charges prior to beginning any on-site construction.

6. After the initial sewer connection is made for the above described property, as set forth in paragraph 5 above, OWNER agrees to obtain a new sewer connection permit from the CITY for each additional unit or units added to the existing sewer service.

7. It is further agreed that upon execution of this agreement by both parties, OWNER shall install said sewer service within one (1) year from the date of execution of this agreement. Failure to do so renders this agreement void.

8. It is distinctly covenanted and agreed by the parties hereto that this agreement shall be recorded and that all the covenants and agreements above expressed shall

be held to, run with, and bind the above described land and all subsequent owners and occupants thereof.

9. OWNER agrees that sewer discharge requirements as to the property will not change significantly from the originally anticipated sewer discharge requirements.

IN WITNESS WHEREOF, the City of Modesto, a municipal corporation, has caused this Agreement to be executed in duplicate by its City Manager pursuant to Modesto Municipal Code 5-6.309 and City Ordinance No. 3612-C.S., adopted on the 9th day of December, 2014, and OWNER has caused this agreement to be duly executed.

By: CITY:

CITY OF MODESTO,
a California municipal corporation

By: 

JAMES N. HOLGERSSON
City Manager

OWNER:

COUNTY OF STANISLAUS, State of
California

By: 

STAN RISEN
Chief Executive Officer

Date 1/12/16

ATTEST:

By: 

STEPHANIE LOPEZ
City Clerk

APPROVED AS TO FORM:

JOHN P. DOERING, COUNTY COUNSEL

By: 

AMANDA DEHART
Deputy County Counsel

APPROVED AS TO FORM:

fr. ADAM U. LINDGREN
City Attorney

By: 

JOSE M. SANCHEZ
ASSISTANT CITY ATTORNEY

APPROVED AS TO CONTENT:

By: 

MATT MACHADO
Public Works Director

APPROVED AS TO SUFFICIENCY:

OFFICE OF THE CITY ENGINEER

By: 

VICKEY DION
Acting City Engineer

ATTACHMENT 5

Recording Requested By
City of Modesto
Return to / Mail to
City of Modesto City Clerk
P.O. Box 642
Modesto, CA 95353

Stanislaus, County Recorder
Lee Lundrigan Co Recorder Office
DOC- 2016-0015870-00
Thursday, MAR 03, 2016 09:05:38
Ttl Pd \$0.00 Rpt # 0003781265
OJC/R2/1-5

SPACE ABOVE THIS LINE FOR RECORDER'S USE

**OUTSIDE SERVICE AGREEMENT
FOR WATER SERVICE**

This Agreement is made and entered into in the City of Modesto, County of Stanislaus, State of California, by and between the City of Modesto, a municipal corporation of the State of California, (hereinafter "City"), and County of Stanislaus, State of California, (hereinafter "Owner") and entered into on the date the last party executes said agreement.

This Agreement is made with reference to the following recitals:

- A. Owner desires to have water service from City to its property located outside the city limits of City and more fully described in paragraph 1 below, ("Property"), and
- B. In order to provide said water service, City must extend its system, and
- C. City is agreeable to providing said water service subject to certain terms and conditions.

NOW, THEREFORE, in consideration of the mutual covenants, promises and agreements herein contained, the parties hereto mutually agree as follows:

- 1. This agreement is between the City and the Owner of the following described property:

Address: 1716 Morgan Road APN: 040-006-002

As shown on the attached Assessor Map.

2. Owner agrees to pay all fixed fees for all system operations and management services for water service. These include, but are not limited to, the following: deposit, disconnect fee, reconnect fee, late payment penalty fee, return check fee, collection agency fee, water disconnect notice, unauthorized reconnect, lock breakage fee/lock replacement fee, disconnect water line at main for nonpayment fee.

3. In the event Owner, for any reason, fails to make any of the payments provided for in Paragraph 2 in a timely manner, City may, at its option, terminate this Agreement by giving written notice thereof to Owner by First class mail. City may thereafter, at any time upon fifteen (15) calendar days written notice by First class mail to Owner, refuse to provide water service, or City may disconnect the water service connection to said property, at the City's sole discretion.

In the event of Owners' breach of this Agreement, the remedy provided in this Paragraph to City is cumulative and is in addition to any other remedies in law or equity that may be available to City. The election of one or more remedies shall not bar the use of other remedies unless the circumstances make the remedies incompatible. The waiver or failure to enforce any breach hereof shall not be construed as a waiver of or bar to enforcement of subsequent breaches.

4. To the extent permitted by law, Owner agrees to and does hereby waive any and all rights it may have under law to challenge the payment of the City fees as provided for in Paragraphs 2 above. In the event, for whatever reason, Owner at any time contests, protests, or files any action in state or Federal court to invalidate the applicability of said fees to Owner, then, this Agreement shall immediately terminate and shall be of no further force and effect.

5. Owner shall comply with all water use rules and regulations as set forth in the Modesto Municipal Code.

6. Owner shall pay water service charges and water main connection charges as set forth in the Modesto Municipal Code.

7. If the necessary water mains or services or appurtenances do not exist to provide water service to the property, City and Owner shall comply with the requirements of the Modesto Municipal Code and the City of Modesto Engineering Standard Specifications for the installation of necessary water mains and appurtenances thereto. The necessary water mains, services and appurtenances shall be installed by either City or Owner, as set forth in said requirements, to provide water service to the above property. In no event, will City be obligated to pay the initial cost of any such water mains, services or appurtenances at the direction of Owner. Rather, City agrees to use the procedures, methods, timing and other criteria set forth in its written authorities to provide water service to Owner at the good faith convenience of the City. Owner may accelerate the process of receiving water service from City by agreeing in a subsequent agreement to pay the facilities installation costs of such services in advance of their installation, subject to reimbursement pursuant to the aforementioned written authorities.

8. It is distinctly covenanted and agreed by the parties hereto that this Agreement shall be recorded and that all the covenants and agreements expressed above shall be held to run with the and bind the above described land and all subsequent owners and occupants thereof.

IN WITNESS WHEREOF, the City of Modesto, a municipal corporation, has caused this Agreement to be executed in duplicate by its City Manager and attested by its City Clerk pursuant to Modesto Municipal Code 11-1.05 (b) and City Ordinance No. 3611-C.S., adopted on the 9th day of December, 2014, and OWNER has caused this agreement to be duly executed.

By: CITY:

CITY OF MODESTO,
a California municipal corporation

By:



JAMES N. HOLGERSSON
City Manager

OWNER:

COUNTY OF STANISLAUS, State of
California

By:



STAN RISEN
Chief Executive Officer

Date

1/2/16

ATTEST:

By:



STEPHANIE LOPEZ
City Clerk

APPROVED AS TO FORM:

JOHN P. DOERING, COUNTY COUNSEL

By:



AMANDA DEHART
Deputy County Counsel

APPROVED AS TO FORM:

for ADAM U. LINDGREN
City Attorney

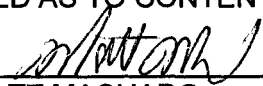
By:



JOSE M. SANCHEZ
ASSISTANT CITY ATTORNEY

APPROVED AS TO CONTENT:

By:



MATT MACHADO
Public Works Director

APPROVED AS TO SUFFICIENCY:

OFFICE OF THE CITY ENGINEER

By:

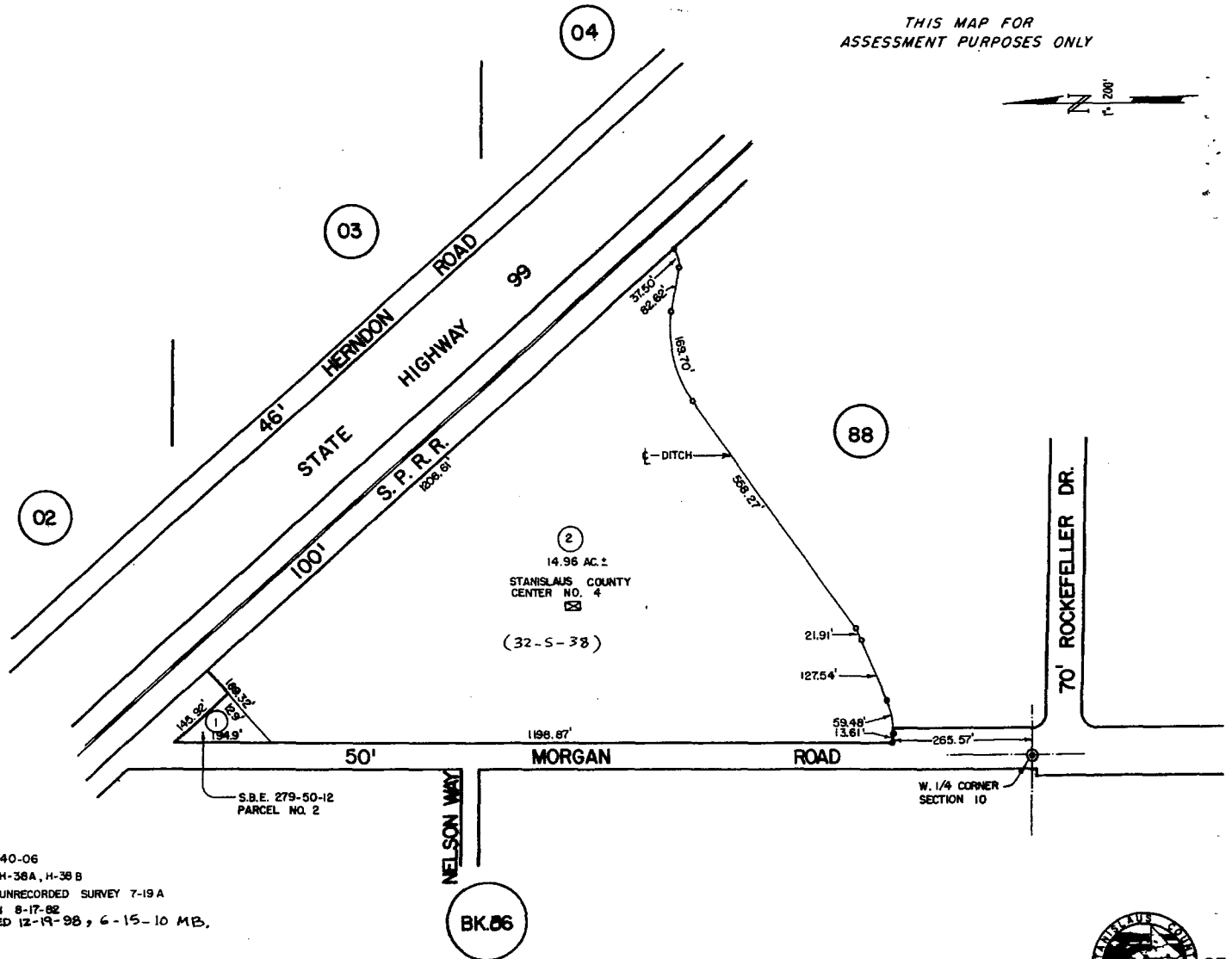
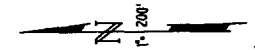


VICKEY DION
Acting City Engineer

PORTION N.W. 1/4 SECTION 10 T.4S. R.9E. M.D.B. & M.

054 019 40-06

THIS MAP FOR
ASSESSMENT PURPOSES ONLY



FROM 40-06
FROM H-38A, H-38B
FROM UNRECORDED SURVEY 7-19A
REDRAWN 8-17-82
UPDATED 12-19-98, 6-15-10 MB.

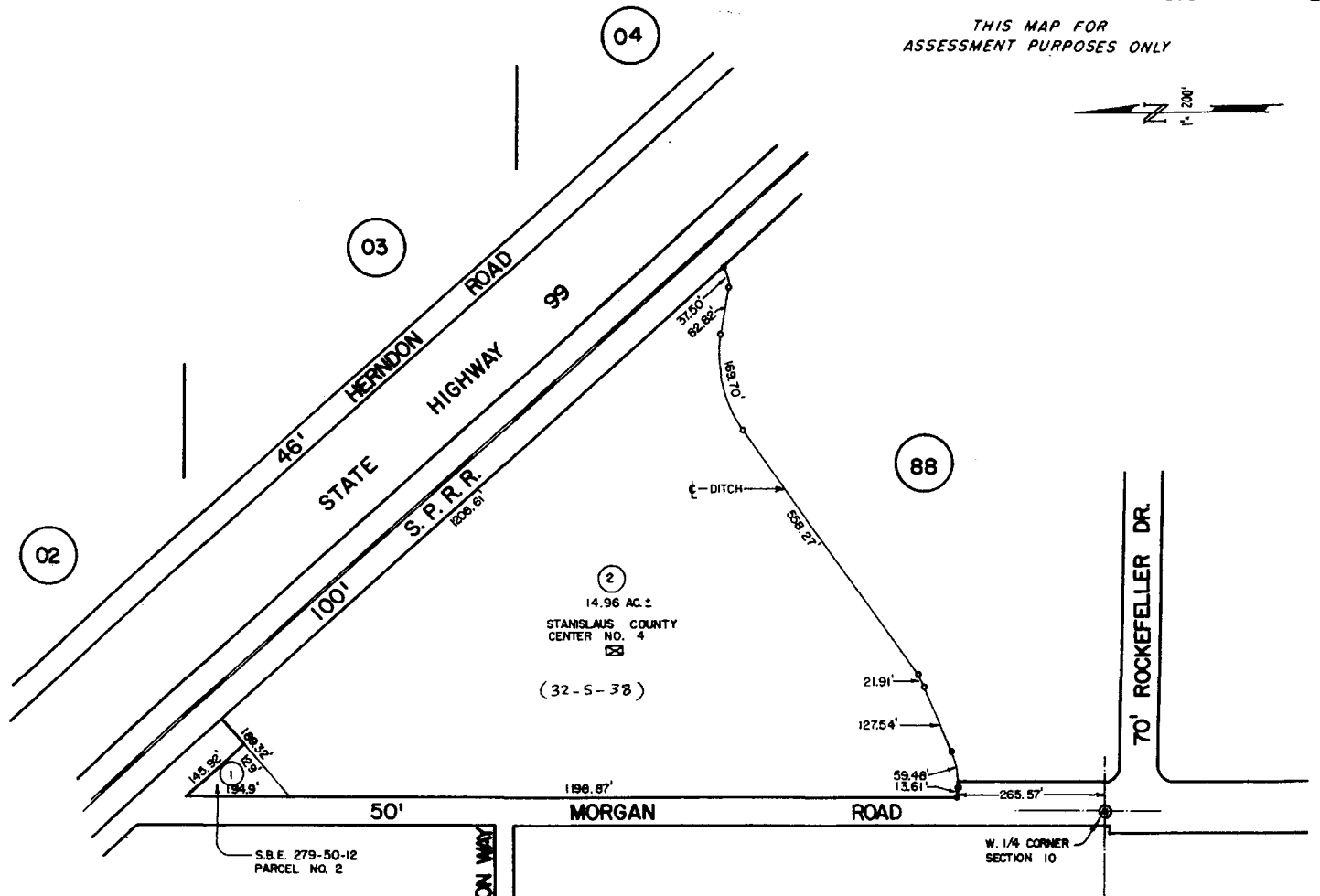
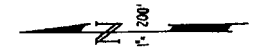


65
40-06

PORTION N.W. 1/4 SECTION 10 T.4S. R.9E. M.D.B. & M.

054 019 40-06

THIS MAP FOR
ASSESSMENT PURPOSES ONLY



FROM 40-06
FROM H-38A, H-38 B
FROM UNRECORDED SURVEY 7-19 A
REDRAWN 8-17-82
UPDATED 12-19-98, 6-15-10 MB.



40-06