

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

DEPT: General Services Agency

BOARD AGENDA: 4.B.3
AGENDA DATE: June 2, 2026

SUBJECT:

Approval of the First Amendment to the Job Order Contract with Champion Industrial Contractors, Increasing the Not-to-Exceed Amount from \$4 Million to \$6 Million for Mechanical and Plumbing Services, Including Public Safety Center Heating, Ventilation, and Air Conditioning Replacements

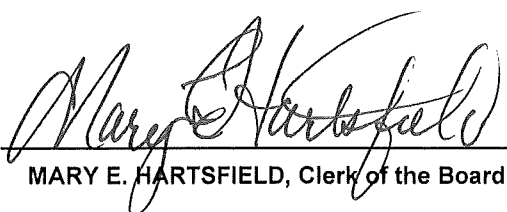
BOARD ACTION AS FOLLOWS:

RESOLUTION NO. 2026-0266

On motion of Supervisor B. Condit Seconded by Supervisor Withrow
and approved by the following vote,
Ayes: Supervisors: B. Condit, Withrow, Grewal, C. Condit, 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: MARY E. HARTSFIELD, Clerk of the Board of Supervisors

File No.

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

DEPT: General Services Agency

BOARD AGENDA:4.B.3
AGENDA DATE: June 2, 2026

CONSENT:

CEO CONCURRENCE: YES

4/5 Vote Required: NO

SUBJECT:

Approval of the First Amendment to the Job Order Contract with Champion Industrial Contractors, Increasing the Not-to-Exceed Amount from \$4 Million to \$6 Million for Mechanical and Plumbing Services, Including Public Safety Center Heating, Ventilation, and Air Conditioning Replacements

STAFF RECOMMENDATION:

1. Approve the First Amendment to the Fiscal Year 2026 Job Order Contract with Champion Industrial Contractors Inc., increasing the not-to-exceed amount from \$4 million to \$6 million for year five of the General Services Agency's Job Order Contracting Program for Mechanical and Plumbing Services, which includes the Public Safety Center Heating, Ventilation, and Air Conditioning Replacement Project.

DISCUSSION:

California Public Contract Code Section 20128.5 provides that counties may award annual contracts for repair, remodeling, or other repetitive work to be done according to fixed unit prices, which are known as Job Order Contracts (JOC).

The General Services Agency (GSA) has been using this project delivery method since 2021 to successfully deliver over 100 projects totaling over \$40 million over the last five years. This project delivery method allows the procurement time for a project to be much shorter than the design-bid-build method; it controls cost to unit prices; it allows the contractor to be involved in the development of project scope, which results in fewer change orders and faster construction timeline. This project delivery method has helped GSA move many Deferred Maintenance projects to a quick resolution and keep facilities and vital community services in operation.

GSA has identified the Public Safety Center – West (PSC-West) as a facility with aging infrastructure in need of replacement to ensure continuous operations. PSC-West Pods A through G were constructed in 1992, with Pod I added in 1996. All ten Heating, Ventilation, and Air Conditioning (HVAC) units are original to the facility and are over 30 years old. This is well beyond the typical unit's life expectancy. Each unit requires maintenance multiple times throughout the year. With parts no longer available for replacement, maintenance staff need to scavenge for salvaged parts from similar, used models to keep the units running.

On December 9, 2025, the Board of Supervisors ([Board Resolution 2025-0635](#)) approved proceeding with HVAC replacements with estimated costs of approximately

\$5.2 million. Replacing all HVAC units and controls will need to be phased as inmates must be relocated during the movement of the large units. GSA has awarded a construction contract to Champion Industrial Contractors, Inc. (Champion) in the amount of \$591,130 for Phase 1, the replacement of two (2) HVAC units and controls on Pod F. The pricing for the replacement of the remaining eight (8) units and controls in all other phases is \$2,996,333.

This project will accomplish a large amount of the necessary deferred maintenance at the PSC-West facility. Additional improvements are needed to the mechanical system including replacement of the two boiler plants, two central chilled water plants, domestic hot water heaters and exhaust fans. GSA and Sheriff staff will continue to explore funding options for ongoing improvements to the aging facility.

The JOC not-to-exceed amount for contracts is adjusted annually by the Consumer Price Index. The adjusted allowable not-to-exceed amount for each JOC contract in 2025 was \$6.2 million. On July 22, 2025, the Board of Supervisors ([Board Resolution 2025-0377](#)), approved Job Order Contracts with several contractors, including Champion. Champion was awarded a contract for Mechanical & Plumbing Contractor with a maximum contract value of \$4 million. Increasing the contract maximum to \$6 million provides sufficient capacity for the PSC-West HVAC project while maintaining a prudent reserve for other anticipated mechanical and plumbing projects that may arise during the remainder of the contract term.

POLICY ISSUE:

The County is authorized to utilize JOCs under California Public Contract Code Section 20128.5 to award annual contracts for repair, remodeling or other repetitive work to be done according to fixed unit prices. The County's purchasing policy requires Board of Supervisors' approval for contracts exceeding \$200,000, based on California Government Code Sections 25212 and 25502.5 which establish the powers of the Board of Supervisors and the Purchasing Agent.

FISCAL IMPACT:

On December 9, 2025, the Board of Supervisors ([Board Resolution 2025-0635](#)) approved proceeding with PSC-West HVAC replacements with estimated project costs of approximately \$5.2 million. The project is funded by Building Community Services Investment (BCSI) strategy funds.

GSA has awarded a construction contract to Champion in the amount of \$591,130 for Phase 1 that includes the replacement of two (2) HVAC units and controls on Pod F. The construction cost for the replacement of the remaining eight (8) units and controls in all other phases is \$2,996,333, which brings total construction cost to \$3,587,463. The \$5.2 million total project budget approved on December 9, 2025, includes \$4.1 million for construction costs and \$1.1 million for design, inspection, project management, and contingency.

If the First Amendment to the contract is approved, the total construction cost of the project remains within budget. Champion has completed \$2.4 million in prior JOC work. Combined with the PSC-West HVAC project total of \$3,587,463, Champion's total contract commitment will be approximately \$6 million, at the proposed contract ceiling. The requested \$6 million maximum provides adequate capacity for the known PSC-West scope while allowing limited flexibility for additional small-scale mechanical and

plumbing work that may be identified at PSC-West or other County facilities during the remainder of the contract term.

BOARD OF SUPERVISORS' PRIORITY:

The recommended action is consistent with the Board's priority of *Delivering Efficient Public Services* and *Supporting a Strong and Safe Community* by providing cost-effective and qualified construction contract services to replace HVAC units at the PSC-West facility.

STAFFING IMPACT:

There is no additional staffing associated with this action. Existing GSA Deferred Maintenance staff will complete the project and coordinate work with the Sheriff's Department.

CONTACT PERSON:

Andy Johnson, GSA Director/Purchasing Agent
(209) 525-4380

Al Valencia, GSA Assistant Director
(209) 525-4380

ATTACHMENT(S):

1. First Amendment

**FIRST AMENDMENT TO
AGREEMENT BETWEEN STANISLAUS COUNTY AND CHAMPION INDUSTRIAL CONTRACTORS, INC.
FOR
WARM-AIR HEATING, VENTILATING AND AIR-CONDITIONING/PLUMBING CONTRACTOR,
JOB ORDER CONTRACT #26-JOC-HVAC-02**

This First Amendment ("**First Amendment**") to the Agreement between Stanislaus County ("**County**") and Champion Industrial Contractors, Inc., ("**Contractor**") for Job Order Contract Fiscal Year 2026, Warm-Air Heating, Ventilating and Air-Conditioning/Plumbing Contractor, Job Order contract #26-JOC-HVAC-02 is entered into as of **June _____, 2026 ("Amendment Effective Date")**. The County and Contractor shall be referred to collectively herein as the "**Parties**" and individually as a "**Party**." Capitalized terms used but not defined in this First Amendment shall have the meanings assigned to them in the Agreement (defined below).

RECITALS

WHEREAS, pursuant to Public Contract Code Section 20128.5, and after a competitive bid process, the Parties entered into that certain Job Order Contract Fiscal Year 2026, Warm-Air Heating, Ventilating and Air-Conditioning/Plumbing Contractor, Contract #26-JOC-HVAC-02 ("**Agreement**") on July 22, 2025.

WHEREAS, the County has Warm-Air Heating, Ventilating and Air-Conditioning/Plumbing projects ready to award that are expected to exceed the original Contract Annual Maximum if awarded.

WHEREAS, under California law, the allowable not to exceed amount for each JOC contract in 2025 is \$6,266,000.

WHEREAS, the Parties wish to amend the Agreement to increase the Contract Annual Maximum from \$4,000,000 to \$6,000,000.

NOWHEREFORE, the Parties agree as follows:

1. Paragraph 1.02 A of the Agreement shall be deleted in its entirety and replaced with the following:

"1.02 Price for Completion of the Work

A. Contract Annual Maximum: This Contract is an indefinite-quantity contract for construction work and services. The Annual Maximum Contract Value is \$6,000,000.

The Contractor is not guaranteed to receive the Annual Maximum Contract Value. It is merely an estimate."

2. Each Party represents to the other Party that this First Amendment is being executed by an authorized representative of that Party.

3. This First Amendment may be executed in counterparts, each of which shall be deemed to be an original, and all of such counterparts shall together constitute one executed original instrument. The counterparts of this First Amendment may be executed and delivered by electronic signature (including portable document format) by either of the Parties and the receiving Party may rely on the receipt of such document so executed and delivered electronically as if an original had been received.

4. Except as otherwise amended by this First Amendment, all of the terms and conditions of the Agreement shall remain in full force and effect. In the event of a conflict between the Agreement and this First Amendment, this First Amendment shall control.

[SIGNATURES ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties or their duly authorized representatives have executed this First Amendment on the day and year first hereinabove written.

“County”

“Contractor”

COUNTY OF STANISLAUS


CHAMPION INDUSTRIAL CONTRACTORS, INC.

By: _____
Andrew Johnson
GSA Director / Purchasing Agent

By:  _____
Matthew Pearson
Director of Operations

APPROVED AS TO FORM:

Thomas E. Boze, Stanislaus County Counsel

By:  _____
[Thomas Boze \(May 6, 2026 13:40:54 PDT\)](#)
Thomas E. Boze
County Counsel