

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

DEPT: Chief Executive Office

BOARD AGENDA # *B-4

Urgent

Routine

AGENDA DATE August 26, 2008

CEO Concurs with Recommendation YES NO
(Information Attached)

4/5 Vote Required YES NO

SUBJECT:

Approval to Proceed with the Design Phase for the Emergency Power System Improvements at the Stanislaus County Honor Farm

STAFF RECOMMENDATIONS:

1. Authorize the Chief Executive Office to proceed with the recommended design phase for the emergency power system improvements at the Stanislaus County Honor Farm.
2. Accept the initial report and recommendations from Gregg E. Miller and Associates on the Emergency Power System Improvements at the Stanislaus County Honor Farm.
3. Approve to award a contract with Gregg E. Miller and Associates for professional design services at a cost no greater than \$ \$29,600.

(Continued on Page 2)

FISCAL IMPACT:

The Stanislaus County Honor Farm was constructed in the 1960's and is situated on the San Joaquin River near Grayson. The Honor Farm is a minimum-security facility for sentenced and qualifying un-sentenced adult male inmates. The existing emergency power distribution is limited to strictly command and control functions within the administration/cafeteria building. The emergency power supply consists of a Kohler diesel generator to power the "bare essentials" (i.e., interior lighting, radio and security equipment) within the building. In the event of a utility outage, all other buildings, including the barracks, area/security lighting, the domestic well pump, and sewer treatment plant are inoperable.

(Continued on Page 2)

BOARD ACTION AS FOLLOWS:

No. 2008-610

On motion of Supervisor Monteith, Seconded by Supervisor O'Brien

and approved by the following vote,

Ayes: Supervisors: O'Brien, Grover, Monteith, DeMartini and Chairman Mayfield

Noes: Supervisors: None

Excused or Absent: Supervisors: None

Abstaining: Supervisor: None

1) X Approved as recommended

2) _____ Denied

3) _____ Approved as amended

4) _____ Other:

MOTION:

ATTEST: CHRISTINE FERRARO TALLMAN, Clerk

File No.

STAFF RECOMMENDATIONS: (Continued)

4. Authorize the Project Manager to sign agreements for professional services including the design consultant, construction manager, and other professional services needed as recommended in this report, consistent with available project funds.
5. Direct the Auditor-Controller to increase appropriations and estimated revenue in the amount of \$53,073 for this Capital Project budget as detailed in the attached Budget Journal form

FISCAL IMPACT: (Continued)

At this time, the Chief Executive Office is requesting approval to proceed with the design phase of the emergency power system improvements at the Stanislaus County Honor Farm.

The total estimated cost of the project is \$610,000 and would be funded from Public Facility Fees (PFF) approved by the PFF Committee on May 15, 2008. The total estimated cost of the phase under consideration by the Board is \$53,073. This includes \$29,600 for professional design services, \$6,208, for construction management services, \$2,500 for publications and legal notices, and \$14,765 for other project costs.

This project was considered by the Board of Supervisors on May 20, 2008, and is listed in the Final Fiscal Year 2007-2008 Stanislaus County Capital Improvement Plan: Honor Farm Facility Emergency Backup Power, Project Number 2002.352.

DISCUSSION:

Background

Over the last year the Sheriff's Department and Chief Executive Office staff was meeting regularly to discuss facility projects and needs for the Sheriff's Department. One significant identified need was for emergency power at the existing honor farm facility.

In March 2008, the County contracted with Gregg E Miller & Associates, Inc. to conduct a study to analyze and further define and identify specific areas and critical functions performed within the facility which require emergency power during an extended electrical power disruption. The study also encompasses an analysis of the existing emergency power system as well as various buildings and activities identified by staff as requiring emergency power. The existing emergency power distribution is strictly located at the control central building. In the event of a utility outage, all other buildings, including the barracks, and area/security lighting is inoperable as well as the domestic well pump and sewer treatment plant.

Emergency Power Needs

The needs for emergency power were identified:

1. Detention Barracks: A total of 4 barrack buildings served from the 1200A main switchboard; the entire building's electrical system should be connected onto emergency power.
2. Area Security Lighting: Various County owned poles with floodlights circle the entire compound area and is served from the 1200A main switchboard. Currently there is no exterior security lighting on emergency power.
3. Control Central Building: Currently has limited emergency power however additional support functions such as the kitchen, offices, etc. are inoperable during an outage; this building is served from the 1200A main switchboard.
4. Medical Building: Inmate medical functions should be on emergency power; this building is served from the 1200A main switchboard.
5. Clothing Building: Inmate laundry/commissary functions should be on emergency power; this building is served from a 200A service from the Staff Break Building.
6. Staff Break Building: Staff break room facilities should be on emergency power; served from its own 200A service.
7. Staff Locker Building: Staff locker facilities should be on emergency power; this building is served from the 400A switchboard near maintenance.
8. Main Security Gate Entrance: The main gate is inoperable and a guard must manually operate the gate; the point of connection is unknown.
Emergency Power Systems Improvements
9. Domestic Well Pump: Domestic well supply should be on emergency power; this facility has its own service.
10. Sanitary Sewer Treatment Plant: Sanity system should be on emergency power; this facility has its own service.

It should be noted the largest obstacle associated with this project is developing a centralized emergency power system that consolidates different utility feeds, establishing new means of distribution, all the while maintaining full operations during construction.

Summary and Recommendations

Based upon the needs and findings outlined in the study, the matter of connecting emergency power within the Honor Farm is quite complex. Staff recommend the following actions:

- Approval to proceed with the design phase of the emergency power system improvements at the Stanislaus County Honor Farm.
- Accept the initial report and recommendations from Gregg E. Miller and

Approval to Proceed with the Design Phase for the Emergency Power System Improvements at the Stanislaus County Honor Farm
Page 4

Associates on the Emergency Power System Improvements at the Stanislaus County Honor Farm.

- Approval to award a contract to Gregg E. Miller and Associates for professional design services at a cost no greater than \$29,600.
- Authorize the Project Manager to sign agreements for professional services including the design consultant, construction manager, and other professional services needed for the project as long as the amount of the contract is within the project budget.
- Direct the Auditor-Controller to increase appropriations and estimated revenue in the amount of \$53,073 for the Sheriff's Capital Project budget as detailed in the attached Budget Journal form.

The total estimated cost of the project is \$610,000 to connect emergency power at the Stanislaus County Honor Farm.

Upon completion of this phase of the project, Staff will return to the Board with an update, and submit recommendations to move forward to the next phase of the project.

POLICY ISSUES:

The project will continue the Board of Supervisors goal to provide A safe community.

STAFFING IMPACT:

Existing Chief Executive Office Capital Project and Sheriff's Office staff will work collaboratively to implement the improvements at the Stanislaus County Honor Farm.

**County of Stanislaus: Auditor-Controller
Legal Budget Journal**

Database
Set of Books

FMS11IDB.CO.STANISLAUS.CA.US.PROD
County of Stanislaus



Balance Type		Budget
Category	* List - Text	Budget - Upload
Source	* List - Text	AC GL SP
Currency	* List - Text	USD
Budget Name	List - Text	LEGAL BUDGET
Batch Name	Text	
Journal Name	Text	CEO ML 8/20/08
Journal Description	Text	Emergency power system improvements at Honor Farm
Journal Reference	Text	
Organization	List - Text	Stanislaus Budget Org

Upl	Fund	Org	Acc't	GL Proj	Loc	Misc	Other	Debit		Credit		Period	Line Description
								incr appropriations decr est revenue (format > number > general)		decr appropriations incr est revenue			
	4	7	5	7	6	6	5					Upper case MMM-YY List - Text	Text
Pb	2028	0061125	62400		000000	000000	00000	14765				AUG-08	Other Project Costs
Pb	2028	0061125	64220		000000	000000	00000	29600				AUG-08	Prof Design Serv
Pb	2028	0061125	64600		000000	000000	00000	6208				AUG-08	Construction Mgmt Serv
Pb	2028	0061125	65000		000000	000000	00000	2500				AUG-08	Publications & Legal Notices
Pb	2028	0061125	46615		000000	000000	00000			53073		AUG-08	Public Facility Fees

Totals:	53073	53073
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Explanation:

Requesting Department	CEO	Data Entry	Auditors Office Only
Signature	<i>Patricia L. Moore</i> Signature	Keyed by	<i>Steve Perales</i> Prepared By
Date	8/20/08 Date	Date	8/20/08 Approved By Date

Honor Farm Emergency Power

DESCRIPTION		BUDGET	PROGRAMMATIC	SCHEMATIC DESIGN	DESIGN DEVELOPMENT	CONSTRUCTION DOCUMENTS	Cost Thru Design	BID & AWARD	CONSTRUCTION
Services & Supplies									
62400	Misc Expenses	\$ 500.00					\$ -		\$ 500
62400	Owner Contingency	\$ 10,141.35		\$2,535	\$2,535	\$2,535	\$ 7,606.01		\$2,535
62600	Office Supplies	\$ 500.00					\$ -		\$ 500
62630	Outside Printing Services	\$ 2,500.00					\$ -		\$ 2,500
62730	Postage	\$ 50.00					\$ -		\$ 50
63000	Professional & Special Services	\$ -					\$ -		\$ -
63090	Accounting, & Finance	\$ -					\$ -		\$ -
63110	Outside Auditing	\$ -					\$ -		\$ -
63120	Programming	\$ -	\$ -				\$ -		\$ -
63256	Contracts - Consultants	\$ -					\$ -		\$ -
63400	Engineering Services	\$ -					\$ -		\$ -
63430	Other Design Consultants (Acoustics, Lighting, etc	\$ 4,966.50		\$0	\$0	\$0	\$ -	\$0	\$ 4,967
63500	Security Services	\$ -					\$ -		\$ -
63640	Legal Fees	\$ -	\$ -				\$ -		\$ -
64100	Abatement & Demo Consultant	\$ -			\$ -		\$ -		\$ -
64150	Code Required Testing Firms	\$ 9,933.00					\$ -		\$ 9,933
64200	Moving / Relocation Expenses	\$ -					\$ -		\$ -
64210	Inspectors	\$ 9,933.00					\$ -		\$ 9,933
64220	Arch & Engr Fees	\$ 44,698.50		\$6,705	\$11,175	\$17,879	\$ 35,758.80	\$2,235	\$6,705
64600	Construction Manager	\$ 24,832.50	\$1,242	\$1,242	\$1,242	\$2,483	\$ 6,208.13	\$1,242	\$17,383
64631	Geotechnical Services	\$ -					\$ -		\$ -
64720	Consulting Services	\$ -					\$ -		\$ -
65000	Publications & Legal Notices	\$ 2,500.00				\$ 2,500	\$ 2,500.00		\$ -
65300	Rents & Leases	\$ -					\$ -		\$ -
65920	Meeting Allowance	\$ -			\$0	\$0	\$ -		\$0
66020	Environmental Impact Reports	\$ -	\$ -				\$ -		\$ -
66040	Abatement & Demolition	\$ -				\$ -	\$ -		\$ -
66210	Building Permits	\$ 1,000.00				\$ 1,000	\$ 1,000.00		\$ -
67040	Other Travel Expenses	\$ -		\$0	\$0	\$0	\$ -		\$0
67200	Infrastructure (Streets & Traffic, Utility Service)	\$ -				\$ -	\$ -		\$ -
67230	Utility Connections (Fees Charged by Utility Companies)	\$ -					\$ -		\$ -
Subtotal Services And Supplies		\$ 111,554.85	\$ 1,241.63	\$ 10,481.74	\$ 14,951.59	\$ 26,397.99	\$ 53,072.94	\$ 3,476.55	\$ 55,005.36
73511	Govt Fund Bill Auditor	\$ -					\$ -		\$ -
73512	Govt Fund Bill Purchasing	\$ -					\$ -		\$ -
73580	PW Engineering Services	\$ -					\$ -		\$ -
74020	Long Distance Calls	\$ -					\$ -		\$ -
74030	Non Systems Charges	\$ -					\$ -		\$ -
74080	Central Services Printing	\$ -				\$0	\$ -		\$0
74090	Quick Copy Services	\$ -				\$0	\$ -		\$0
74100	Mail Room Postage Meter	\$ -					\$ -		\$ -
74110	Mail Room Services	\$ -					\$ -		\$ -
74130	Data Processing Services	\$ -					\$ -		\$ -
74190	Pickup & Delivery	\$ -					\$ -		\$ -
74370	Stores Office Supplies	\$ -					\$ -		\$ -

July 31, 2008

Honor Farm Emergency Power

	DESCRIPTION	BUDGET	PROGRAMMATIC	SCHEMATIC DESIGN	DESIGN DEVELOPMENT	CONSTRUCTION DOCUMENTS	Cost Thru Design	BID & AWARD	CONSTRUCTION
74790	Centrex Calls Costing	\$ -					\$ -		\$ -
	Subtotal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	Structures and Improvements								
80000	Land Costs	\$ -	\$ -				\$ -		
80020	Site Clearing & Preparation	\$ -					\$ -		
80300	Construction	\$ 451,500.00					\$ -		\$ 451,500
80310	Construction	\$ -					\$ -		\$ -
80311	On Site Improvements	\$ -					\$ -		\$ -
80312	Sitework	\$ -					\$ -	\$ -	\$ -
80315	Surveys	\$ -					\$ -		\$ -
80315	Surveys & Investigations	\$ -	\$ -				\$ -		\$ -
80355	Signage & Graphics	\$ -					\$ -		\$ -
80570	Design & Construction Contingency	\$ 45,150.00					\$ -		\$ 45,150
80610	Data & Communication	\$ -					\$ -		\$ -
80670	Art In Public Places	\$ -					\$ -		\$ -
81000	Equipment	\$ -					\$ -		\$ -
82130	Furniture, Fixtures, & Equip	\$ -					\$ -		\$ -
82130	Office Equipment	\$ -					\$ -		\$ -
82570	Computer Equipment	\$ -					\$ -		\$ -
83990	Alarm / Security Systems	\$ -					\$ -		\$ -
84191	Fences	\$ -					\$ -	\$ -	\$ -
	Subtotal Structures and Improvements	\$ 496,650.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 496,650.00
	Land Acquisition								
	Site Selection	\$ -	\$ -				\$ -		
	Real Estate Assessment & Legal Fees	\$ -	\$ -				\$ -		
	Subtotal Land Acquisition	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	TOTAL EXPENDITURES	\$ 608,204.85	\$ 1,241.63	\$ 10,481.74	\$ 14,951.59	\$ 26,397.99	\$ 53,072.94	\$ 3,476.55	\$ 551,655.36

**AGREEMENT
FOR
PROFESSIONAL SERVICES**

This Agreement For Professional Services is made and entered into by and between the **County of Stanislaus** ("County") and **Gregg E. Miller & Associates, Inc.**, a California Company, doing business as Miller - Pezzoni and Associates, Inc. whose address is 909 15th St., Suite 7, Modesto, CA 95354 ("Consultant"), on August 19, 2008.

Introduction

WHEREAS, the County has a need for professional services relating to the **EMERGENCY POWER SYSTEM** for the **STANISLAUS COUNTY HONOR FARM**; and

WHEREAS, the Consultant is specially trained, experienced and competent to perform and has agreed to provide such services;

NOW, THEREFORE, in consideration of the mutual promises, covenants, terms and conditions hereinafter contained, the parties hereby agree as follows:

Terms and Conditions

1. **Scope of Work**

1.1 The Consultant shall furnish to the County upon execution of this Agreement or receipt of the County's written authorization to proceed, those services and work set forth in **Exhibit A (Scope of Work)** which is attached hereto and, by this reference, made a part hereof.

1.2 All documents, drawings and written work product prepared or produced by the Consultant under this Agreement, including without limitation electronic data files, are the property of the Consultant; provided, however, the County shall have the right to reproduce, publish and use all such work, or any part thereof, in any manner and for any purposes whatsoever and to authorize others to do so. If any such work is copyrightable, the Consultant may copyright the same, except that, as to any work which is copyrighted by the Consultant, the County reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, and use such work, or any part thereof, and to authorize others to do so, provided that any use of such work for any purposes other than those provided in this Agreement shall be without risk or liability to Consultant.

1.3 Services and work provided by the Consultant under this Agreement will be performed in a timely manner in accordance with a schedule of work set forth in **Exhibit B (Schedule)**.

1.4 The Consultant shall provide services and work under this Agreement consistent with the requirements and standards established by applicable federal, state and County laws,

ordinances, regulations and resolutions. The Consultant represents and warrants that it will perform its work in accordance with generally accepted industry standards and practices for the profession or professions that are used in performance of this Agreement and that are in effect at the time of performance of this Agreement.

1.5 If the Consultant deems it appropriate to employ a subconsultant in connection with the performance of the services under this Agreement, the Consultant will so advise the County and seek the County's prior approval of such employment.

2. Compensation

2.1 The Consultant shall be compensated on a lump sum basis not to exceed the amounts listed for each task or item of work identified in **Exhibit C (Payment Schedule)** attached hereto. Consultant's costs, which are normally considered to be "reimbursable expenses," such as copying charges, travel and hotel expenses are included within the hourly rate charged by Consultant and Consultant shall not be entitled to separate or additional reimbursement of any reimbursable expenses.

2.2 Except as expressly provided in this Agreement, Consultant shall not be entitled to nor receive from County any additional consideration, compensation, salary, wages or other type of remuneration for services rendered under this Agreement, including, but not limited to, meals, lodging, transportation, drawings, renderings or mockups. Specifically, Consultant shall not be entitled by virtue of this Agreement to consideration in the form of overtime, health insurance benefits, retirement benefits, disability retirement benefits, sick leave, vacation time, paid holidays or other paid leaves of absence of any type or kind whatsoever.

2.3 The Consultant shall provide the County with a monthly or a quarterly statement, as services warrant, of fees earned and costs incurred for services provided during the billing period, which the County shall pay in full within 30 days of the date each invoice is approved by the County. The statement will generally describe the services performed, the applicable rate or rates, the basis for the calculation of fees, and a reasonable itemization of costs.

2.4 County will not withhold any Federal or State income taxes or Social Security tax from any payments made by County to Consultant under the terms and conditions of this Agreement. Payment of all taxes and other assessments on such sums is the sole responsibility of Consultant. County has no responsibility or liability for payment of Consultant's taxes or assessments.

3. Term

3.1 The term of this Agreement shall be from the date of this Agreement until completion of the agreed upon services unless sooner terminated as provided below.

3.2 Should either party default in the performance of this Agreement or materially breach any of its provisions, the other party, at that party's option, may terminate this Agreement by giving written notification to the other party.

3.3 The County may terminate this agreement upon 15 days prior written notice. Termination of this Agreement shall not affect the County's obligation to pay for all fees earned and reasonable costs necessarily incurred by the Consultant, subject to any applicable setoffs.

3.4 At the option of the County, this Agreement may terminate on the occurrence of (a) bankruptcy or insolvency of Consultant, or (b) sale of Consultant's business.

4. Representatives.

Each party shall designate a representative, authorized to act on the party's behalf with respect to this Agreement. Consultant hereby designates Kevin L. Pezzoni, Project Manager. Owner hereby designates Patricia Hill Thomas. The parties or such authorized representatives shall render required decisions promptly, to avoid unreasonable delay in the progress of Consultant's services. Each party may delegate all or some of its representative's role and function to some other representative.

5. Required Licenses, Certificates and Permits

Any licenses, certificates or permits required by the federal, state, county or municipal governments for Consultant to provide the services and work described in Exhibit A must be procured by Consultant and be valid at the time Consultant enters into this Agreement. Further, during the term of this Agreement, Consultant must maintain such licenses, certificates and permits in full force and effect. Licenses, certificates and permits may include but are not limited to driver's licenses, professional licenses or certificates and business licenses. Such licenses, certificates and permits will be procured and maintained in force by Consultant at no expense to the County.

6. Office Space, Supplies, Equipment, Etc.

Unless otherwise provided in this Agreement, Consultant shall provide such office space, supplies, equipment, vehicles, reference materials and telephone service as is necessary for Consultant to provide the services under this Agreement. The Consultant - not the County - has the sole responsibility for payment of the costs and expenses incurred by Consultant in providing and maintaining such items.

7. Insurance

7.1 Consultant shall take out, and maintain during the life of this Agreement, insurance policies with coverage at least as broad as follows:

7.1.1 General Liability. Commercial general liability insurance covering bodily injury, personal injury, property damage, products and completed operations with limits of no less than One Million Dollars (\$1,000,000) per incident or occurrence. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall

apply separately to any act or omission by Consultant under this Agreement or the general aggregate limit shall be twice the required occurrence limit.

7.1.2 Professional Liability Insurance. Professional errors and omissions (malpractice) liability insurance with limits of no less than One Million Dollars (\$1,000,000) aggregate. Such professional liability insurance shall be continued for a period of no less than one year following completion of the Consultant's work under this Agreement.

7.1.3 Automobile Liability Insurance. If the Consultant or the Consultant's Board, officers, employees, agents or representatives utilize a motor vehicle in performing any of the work or services under this Agreement, owned/non-owned automobile liability insurance providing combined single limits covering bodily injury and property damage liability with limits of no less than One Million Dollars (\$1,000,000) per incident or occurrence.

7.1.4 Workers' Compensation Insurance. Workers' Compensation insurance as required by the California Labor Code. In signing this contract, the Consultant certifies under section 1861 of the Labor Code that the Consultant is aware of the provisions of section 3700 of the Labor Code which requires every employer to be insured against liability for workmen's compensation or to undertake self-insurance in accordance with the provisions of that code, and that the Consultant will comply with such provisions before commencing the performance of the work of this Agreement.

7.2 Any deductibles, self-insured retention's or named insureds must be declared in writing and approved by County. At the option of the County, either: (a) the insurer shall reduce or eliminate such deductibles, self-insured retention's or named insureds, or (b) the Consultant shall provide a bond, cash, letter of credit, guaranty or other security satisfactory to the County guaranteeing payment of the self-insured retention or deductible and payment of any and all costs, losses, related investigations, claim administration and defense expenses. The County, in its sole discretion, may waive the requirement to reduce or eliminate deductibles or self-insured retention's, in which case, the Consultant agrees that it will be responsible for and pay any self-insured retention or deductible and will pay any and all costs, losses, related investigations, claim administration and defense expenses related to or arising out of the Consultant's defense and indemnification obligations as set forth in this Agreement.

7.3 The Consultant shall obtain a specific endorsement to all required insurance policies, except Workers' Compensation insurance and Professional Liability insurance, naming the County and its Board, officers, officials and employees as additional insureds regarding: (a) liability arising from or in connection with the performance or omission to perform any term or condition of this Agreement by or on behalf of the Consultant, including the insured's general supervision of its subcontractors; (b) services, products and completed operations of the Consultant; (c) premises owned, occupied or used by the Consultant; and (d) automobiles owned, leased, hired or borrowed by the Consultant. For Workers' Compensation insurance, the insurance carrier shall agree to waive all rights of subrogation against the County its Board,

officers, officials and employees for losses arising from the performance of or the omission to perform any term or condition of this Agreement by the Consultant.

7.4 The Consultant's insurance coverage shall be primary insurance regarding the County and County's Board, officers, officials, agents, and employees. Any insurance or self-insurance maintained by the County or County's Board, officers, officials and employees shall be excess of the Consultant's insurance and shall not contribute with Consultant's insurance.

7.5 Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the County or its Board, officers, officials and employees.

7.6 The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

7.7 Each insurance policy required by this section shall be endorsed to state that coverage shall not be canceled by either party except after thirty (30) days' prior written notice has been given to County. The Consultant shall promptly notify, or cause the insurance carrier to promptly notify, the County of any change in the insurance policy or policies required under this Agreement, including, without limitation, any reduction in coverage or in limits of the required policy or policies.

7.8 Insurance shall be placed with California-admitted insurers (licensed to do business in California) with a current rating by Best's Key Rating Guide of no less than A-:VII; provided, however, that if no California-admitted insurance company provides the required insurance, it is acceptable to provide the required insurance through a United States domiciled carrier that meets the required Best's rating and that is listed on the current List of Eligible Surplus Line Insurers maintained by the California Department of Insurance. Lesser ratings must be approved in writing by the County prior to the commencement of work under this Agreement.

7.9 Consultant shall require that all of its subcontractors are subject to the insurance and indemnity requirements stated herein, or shall include all subcontractors as additional insureds under its insurance policies.

7.10 At least ten (10) days prior to the date the Contractor begins performance of its obligations under this Agreement, Contractor shall furnish County with certificates of insurance, and with original endorsements, showing coverage required by this Agreement, including, without limitation, those that verify coverage for subcontractors of the Contractor. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements shall be received and, in County's sole and absolute discretion, approved by County. County reserves the right to require complete copies of all required insurance policies and endorsements, at any time.

7.11 The limits of insurance described herein shall not limit the liability of the Consultant and Consultant's officers, employees, agents, representatives or subcontractors.

8. Defense and Indemnification

8.1 To the fullest extent permitted by law, Consultant shall indemnify, hold harmless and defend the County and its agents, Board, officers and employees from and against all claims, damages, losses, judgments, liabilities, expenses and other costs, including litigation costs and attorneys' fees, arising out of, resulting from, or in connection with the performance of this Agreement by the Consultant or Consultant's officers, employees, agents, representatives or subcontractors and resulting in or attributable to personal injury, death, or damage or destruction to tangible or intangible property, including the loss of use. Notwithstanding the foregoing, Consultant's obligation to indemnify the County and its agents, Board, officers and employees for any judgment, decree or arbitration award shall extend only to the percentage of negligence or responsibility of the Consultant in contributing to such claim, damage, loss and expense.

8.2 Consultant's obligation to defend, indemnify and hold the County and its agents, Board, officers and employees harmless under the provisions of this paragraph is not limited to or restricted by any requirement in this Agreement for Consultant to procure and maintain a policy of insurance.

8.3 Subject to the limitations in 42 United States Code section 9607 (c), and unless otherwise provided in a Scope of Services approved by the parties:

(a) Consultant shall not be responsible for liability caused by the presence or release of hazardous substances or contaminants at the site, unless the release results from the negligence of Consultant or its subcontractors;

(b) No provision of this Agreement shall be interpreted to permit or obligate Consultant to assume the status of "generator," "owner," "operator," "arranger," or "transporter" under state or federal law; and

(c) At no time, shall title to hazardous substances, solid wastes, petroleum contaminated soils or other regulated substances pass to Consultant.

9. Status of Consultant

9.1 All acts of Consultant and its officers, employees, agents, representatives, subcontractors and all others acting on behalf of Consultant relating to the performance of this Agreement, shall be performed as independent contractors and not as agents, officers or employees of County. Consultant, by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of County. Except as expressly provided in Exhibit A, Consultant has no authority or responsibility to exercise any rights or power vested in the County. It is understood by both Consultant and County that this Agreement shall not be construed or considered under any circumstances, to create an employer-employee relationship, partnership, or a joint venture.

9.2 At all times during the term of this Agreement, the Consultant and its officers, employees, agents, representatives or subcontractors are, and shall represent and conduct themselves as, independent contractors and not employees of County.

9.3 Consultant shall determine the method, details and means of performing the work and services to be provided by Consultant under this Agreement. Consultant shall be responsible to County only for the requirements and results specified in this Agreement and, except as expressly provided in this Agreement, shall not be subjected to County's control with respect to the physical action or activities of Consultant in fulfillment of this Agreement. Consultant has control over the manner and means of performing the services under this Agreement. If necessary, Consultant has the responsibility for employing other persons or firms to assist Consultant in fulfilling the terms and obligations under this Agreement.

9.4 If in the performance of this Agreement any third persons are employed by Consultant, such persons shall be entirely and exclusively under the direction, supervision and control of Consultant. All terms of employment including hours, wages, working conditions, discipline, hiring and discharging, or any other term of employment or requirements of law, shall be determined by the Consultant.

9.5 Consultant is permitted to provide services to others during the same period service is provided to County under this Agreement; provided, however, such services do not conflict directly or indirectly with the performance of the Consultant's obligations under this Agreement.

9.6 It is further understood and agreed that Consultant must issue W-2 forms or other forms as required by law for income and employment tax purposes for all of Consultant's assigned personnel under the terms and conditions of this Agreement.

9.7 As an independent contractor, Consultant hereby indemnifies and holds County harmless from any and all claims that may be made against County based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.

10. Records and Audit

10.1 Consultant shall prepare and maintain all writings, documents and records prepared or compiled in connection with the performance of this Agreement for a minimum of four (4) years from the termination or completion of this Agreement. This includes any handwriting, typewriting, printing, photo static, photographing and every other means of recording upon any tangible thing, any form of communication or representation including letters, words, pictures, sounds or symbols or any combination thereof.

10.2 Any authorized representative of County shall have access to any writings as defined above for the purposes of making audit, evaluation, examination, excerpts and transcripts during the period such records are to be maintained by Consultant. Further, County has the right at all reasonable times to audit, inspect or otherwise evaluate the work performed or being performed under this Agreement.

11. Nondiscrimination

During the performance of this Agreement, Consultant and its officers, employees, agents, representatives or subcontractors shall not unlawfully discriminate in violation of any federal, state or local law, rule or regulation against any employee, applicant for employment or person receiving services under this Agreement because of race, religion, color, national origin, ancestry, physical or mental handicap, medical condition (including genetic characteristics), marital status, age, political affiliation, sex, or sexual orientation. Consultant and its officers, employees, agents, representatives or subcontractors shall comply with all applicable Federal, State and local laws and regulations related to non-discrimination and equal opportunity, including without limitation the County's nondiscrimination policy; the Fair Employment and Housing Act (Government Code sections 12900 et seq.); California Labor Code sections 1101, 1102 and 1102.1; the Federal Civil Rights Act of 1964 (P.L. 88-352), as amended; and all applicable regulations promulgated in the California Code of Regulations or the Code of Federal Regulations.

12. Assignment

This is an agreement for the services of Consultant. County has relied upon the skills, knowledge, experience and training of Consultant and the Consultant's firm, associates and employees as an inducement to enter into this Agreement. Consultant shall not assign or subcontract this Agreement without the express written consent of County. Further, Consultant shall not assign any monies due or to become due under this Agreement without the prior written consent of County.

13. Waiver of Default

Waiver of any default by either party to this Agreement shall not be deemed to be waiver of any subsequent default. Waiver or breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach, and shall not be construed to be a modification of the terms of this Agreement unless this Agreement is modified as provided below.

14. Notice

Any notice, communication, amendment, addition or deletion to this Agreement, including change of address of either party during the term of this Agreement, which Consultant or County shall be required or may desire to make shall be in writing and may be personally served or, alternatively, sent by prepaid first class mail to the respective parties as follows:

To County: County of Stanislaus
Capital Projects
825 12th Street
Modesto, CA 95354

(209) 525-4380 (phone)
(209) 525-4385 (fax)

To Consultant: Gregg E. Miller & Associates, Inc.
Doing business as Miller - Pezzoni and Associates, Inc
909 15th Street, Suite 7
Modesto, CA 95354
(209) 575-0812 (phone)
(209) 575-0813 (fax)

15. Conflicts

Consultant represents and warrants that it presently has no interest, and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of services required under this Agreement. Without limitation, Consultant represents to and agrees with County that Consultant has no present, and will have no future conflict of interest between providing County services hereunder and any interest Consultant may presently have, or will have in the future, with respect to any other person or entity which has any interest adverse or potentially adverse to County, as determined in the reasonable judgment of County.

16. Confidentiality

Any information, whether proprietary or not, made known to or discovered by Consultant during the performance of or in connection with this Agreement for County, will be kept confidential and not be disclosed to any other person. Consultant will immediately notify County in writing if it is requested to disclose any information made known to or discovered by during the performance of or in connection with this Agreement. These conflict of interest, confidentiality and future service provisions and limitations shall remain fully effective indefinitely after termination of services to County hereunder.

17. Severability

If any portion of this Agreement or application thereof to any person or circumstance shall be declared invalid by a court of competent jurisdiction or if it is found in contravention of any federal, state or county statute, ordinance or regulation the remaining provisions of this Agreement or the application thereof shall not be invalidated thereby and shall remain in full force and effect to the extent that the provisions of this Agreement are severable.

18. Amendment

This Agreement may be modified, amended, changed, added to or subtracted from by the mutual consent of the parties hereto if such amendment or change is in written form and executed with the same formalities as this Agreement and attached to the original Agreement to maintain continuity.

19. Entire Agreement

This Agreement supersedes any and all other agreements, either oral or in writing, between any of the parties herein with respect to the subject matter hereof and contains all the agreements between the parties with respect to such matter. Each party acknowledges that no representations, inducements, promises or agreements, oral or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement or promise not contained in this Agreement shall be valid or binding.

20. Construction

Headings or captions to the provisions of this Agreement are solely for the convenience of the parties, are not part of this Agreement, and shall not be used to interpret or determine the validity of this Agreement. Any ambiguity in this Agreement shall not be construed against the drafter, but rather the terms and provisions hereof shall be given a reasonable interpretation as if both parties had in fact drafted this Agreement.

21. Governing Law and Venue

This Agreement shall be deemed to be made under, and shall be governed by and construed in accordance with, the laws of the State of California. Any action brought to enforce the terms or provisions of this Agreement shall have venue in the County of Stanislaus, State of California.

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

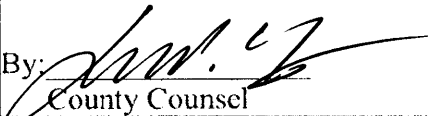
COUNTY OF STANISLAUS	GREGG E. MILLER & ASSOCIATES, INC
By: _____ "County"	By: _____ "Consultant"
APPROVED AS TO FORM:	
By:  County Counsel	

EXHIBIT A SCOPE OF WORK

I. OVERVIEW:

The Stanislaus County Honor Farm near Grayson, California became operational in 1967. Numerous building additions have occurred over the life of the facility with the most noticeable buildings being manufactured relocatable buildings. The facility is self sufficient with the except of electrical power to the site; the facility has its own domestic water system as well as sanitary system. The current emergency power system is limited to strictly command and control functions within the administration/cafeteria building..

A. EXISTING SYSTEMS:

The Honor Farm's electrical distribution comprises of numerous T.I.D. (Turlock Irrigation District) electrical services scattered throughout the site. The largest service which services the detention barracks, limited site security lighting, cafeteria, control central, medical and clothing consists of a Sylvania 1200A, 120/208V, 3 phase, 4 wire main switchboard located within the detention yard and antiquated T.I.D. overhead 3 phase transformer bank. Peak demand on this service, based upon, available summer time billings is approximately 170kW. The second largest service, a 400A, 120V/208V, 3 phase, 4 wire switchboard with overhead T.I.D. feed located by the maintenance building services the various shops, administration, and locker buildings. The peak demand on the 400A service per available billings is approximately 24kW. The balance of the main facility has several 100A and 200A, 120/240V, 1 phase, 3 wire "residential like" services to connect the numerous relocatable buildings. Infrastructure type facilities such as the domestic well pump and sewer treatment plant consist of overhead T.I.D. services of a 100A, 480V, 3 phase, 3 wire and 100A, 120/240V, 3 phase, 4 wire "stinger" mains respectively. The majority of area and security lighting on the facility are T.I.D. dusk to dawn lights on a fixed-rated schedule. The attached site plan schematically show the respective services and buildings to better understand the vast network of electrical services and interconnections.

The existing emergency power distribution is strictly located at the control central building and the supply consists of a Kohler diesel gen-set rated at 15kW, 120/240V, 1 phase, 3 wire to power the "bare essentials" (i.e., interior lighting, radio and security equipment) within the building. In the event of an utility outage all other buildings, including the barracks, and area/security lighting is inoperable as well as the domestic well pump and sewer treatment plant.

B. EMERGENCY POWER PRIORITIES:

The needs for emergency power were identified by staff at the outset of our review and analysis. The loads/existing electrical services are outlined as follows:

1. Detention Barracks: A total of 3 barrack buildings served from the 1200A main switchboard; the entire building's electrical system should be connected onto emergency power.
2. Area Security Lighting: Various County owned poles with floodlights circle the entire compound area and is served from the 1200A main switchboard. Currently there is no exterior security lighting on emergency power.
3. Control Central Building: Currently has limited emergency power however additional support function such as the kitchen, offices, etc. are inoperable during an outage; this building is served from the 1200A main switchboard.
4. Medical Building: Inmate medical functions should be on emergency power; this building is served from the 1200A main switchboard.
5. Clothing Building: Inmate laundry/commissary functions should be on emergency power; this building is served from a 200A service from the Staff Break Building.
6. Staff Break Building: Staff break room facilities should be on emergency power; served from its own 200A service.
7. Staff Locker Building: Staff locker facilities should be on emergency power; this building is served from the 400A switchboard near maintenance.
8. Main Security Gate Entrance: The main gate is inoperable and a guard must manually operate the gate; the point of connection is unknown.
9. Domestic Well Pump: Domestic well supply should be on emergency power; this facility has its own service.
10. Sanitary Sewer Treatment Plant: Sanity system should be on emergency power; this facility has its own service.

The largest obstacle is developing a centralized emergency power system is the consolidation of different utility feeds and establishing new distribution while maintaining full operations during construction.

C. PROPOSAL AND COST PROJECTIONS:

The primary goal is to establish a centralized emergency power system within a secured area within the facility to operate the various functions and buildings outlined in Section II above. The major difficulty in designing and constructing such a system is maintaining full operations with minimal outages, and keeping the majority of construction activities out of the detention area. To further compound the design is that the above listed facilities are connected to five (5) various T.I.D. services scattered throughout the site which also contain some functions not required by staff above, such as the shop and maintenance buildings. Therefore, we recommend the following scope of work to achieve the goals established by staff:

1. Install a new 800A, 277/480V, 3 phase, 4 wire main switchboard with new T.I.D. pad mounted transformer to centralize the utility metering as well as provide a single distribution point for all proposed emergency loads. This will allow T.I.D. to abandon the 3 phase overhead transformer bank which resides over the existing 1200A service; a single transformer failure could destroy the switchboard below causing a major outage for the barracks and control central.
2. Install a new 400A automatic transfer switch (ATS) with bypass to service the facilities outlined above. Include new 480V and 208V free standing distribution for all emergency loads.
3. Install new stand-by emergency diesel gen-set unit; sized per total anticipated demand.

Items 1-3 should be located within the staff parking area immediately west of the existing 1200A service and installed with secured fencing.

4. Backfeed the existing 1200A service to connect barracks, control central and medical buildings. Anticipated demand per utility metering ~235kVA.
5. Backfeed Staff Break Building service to connect break and clothing facilities. Anticipated demand per SF estimate ~25kVA.
6. Intercept existing feeder to Administration building and connect onto new emergency distribution. Anticipated demand per SF estimate ~18kVA.
7. Connect existing sanitary treatment service onto new emergency distribution. Approximate demand of 15hp, ~22kVA.
8. Connect existing domestic water service onto new emergency distribution. Estimated well size of 15hp maximum, ~22kVA.

9. Intercept existing motorized main gate operator circuit onto new emergency distribution. Estimated demand is ~2kVA.

Therefore with the proposed emergency load our estimated demand is ~324kVA or 390A @ 480V, 3 phase. At a 0.8 power factor the total load is 260kW. To accommodate inrush loads and the 260kW demand a minimum of a 300kW generator would be required for this present load. Upon further consideration of the Stanislaus County Safety Center's emergency power study we recommend that the gen-set installed at the Honor Farm be equivalent to the Caterpillar 450kW gensets at the Safety Center for maintenance and operation commonality as well as being able to relocate to the Safety Center for connection onto the existing paralleling system should the Honor Farm close.

A preliminary cost estimate for the above items is outlined below based upon our perceived schematic design with the information collected and provide to date. The costs given to not reflect any building permit, T.I.D. connection fees or air resource permit fees associated with the gen-set. The cost projections shown are based upon recent bids received for similar projects however are to be considered approximate only. Actual costs may vary due to market and unforeseen conditions prevailing at the time of bid and other factors beyond our control.

- 1 Install new T.I.D. pad mounted transformer and 800A main switchboard. T.I.D. fee not included. \$ 65,000.00
- 2 Install new 400A ATS and associated emergency distribution with new electrical enclosure. \$ 67,000.00
- 3 Install new 450kW Caterpillar diesel generator \$ 98,000.00
- 4 Backfeed existing 1200A main switchboard onto new 208V emergency distribution; decommission the existing emergency system at Central Control \$ 22,000.00
- 5 Backfeed Staff Break Building service onto new 208V emergency distribution. \$ 11,000.00
- 6 Intercept existing feeder to Administration building and connect onto new 208V emergency distribution. \$ 12,000.00
- 7 Backfeed existing sanitary treatment electrical service onto new 480V distribution. \$ 33,000.00
- 8 Backfeed existing domestic well electrical service onto new 480V distribution. \$ 28,000.00
- 9 Intercept existing feeder to main gate operator onto new

208V distribution. \$ 3,500.00

Total \$339,500.00

D. SUMMARY AND RECOMMENDATIONS:

Based upon our findings, the matter of connecting emergency power to the various elements identified within the Honor Farm is indeed quite complex and costly. We have therefore put forth the best recommendations for the connection of emergency power, predicated upon both the lowest initial capital outlay and upon the best long term method in our professional opinion. The latter is the ability to relocate some of the capital outlay to another facility given the political nature and challenges in maintaining the Honor Farm.

With an overall construction estimate of \$339,500.00 the County can have a very robust emergency system with plenty of flexibility for the foreseeable future.

II. CONSULTANTS DUTIES AND RESPONSIBILITIES

A. SCHEDULE OF SERVICE, AND SCHEDULING

1. Consultant shall complete or cause to be completed all services required under this Agreement in accordance with the approved Master, Exhibit B. Consultant shall adjust and cause its retained Subconsultants to adjust activities, personnel levels, and the sequence, duration and relationship of services to be performed in a manner that will comply with the approved schedules. Revisions to Consultant's schedules shall be prepared and submitted when requested by County, but not more frequently than once a month.
2. Consultant shall meet with, make written recommendations to, and coordinate with Project Manager at least once a week, or more frequently if necessary, regarding ongoing design and construction work, with respect to the following subject matters:
 - a. Value engineering (including value engineering design, quantity surveys of materials, equipment or labor, or audits or inventories);
 - b. Constructability (including actual and reasonable constructability in light of County's objective to secure a completed Project with the lowest reasonable construction costs);
3. Construction Documents Phase: The Consultant shall complete the Construction Documents Phase within 60 calendar days after receipt of County's written authorization to proceed with Construction Documents Phase, exclusive of time for reviews by County unless otherwise agreed to by the County.

4. Bid Phase: The Consultant shall complete the tasks required under the Bid Phase within 45 calendar days after receipt of County's written authorization to proceed unless otherwise agreed to by the County.
5. Construction Administration Phase: The Consultant shall provide services during the Construction Administration Phase, initiating at the Pre-construction Conference, for a period of 120 calendar days through completion and acceptance of the project by the County Board of Supervisors (unless construction delays are the result of the bid documents as provided by the Consultant). Should the time for construction exceed 4 months, the Consultant's services beyond that time will be compensated for under the Additional Services Clause of this contract if the delay is through no fault of the Consultant.
6. Review Corrections and Approval: The above phase time period are exclusive of the review, correction, and approval times specified herein under each phase.
7. Time: Time is of the essence for this agreement. The Consultant shall comply with all response times or schedules specified in this Contract and in the project manual/specification or as agreed to by the County.

B. BASIC CONSULTANTURAL SERVICES OF CONSULTANT

1. Services in General: The Consultant will be a team consisting of the Engineer of Record and its consultants. The Consultant shall have overall responsibility and shall:
 - a. Consult as necessary with authorized employees, agencies, and/or representatives of County, including the Project/Construction Manager, relative to the design and major categories at work.
 - b. Cooperate with other professionals employed by County in the design of other work related to the Project.
 - c. Contract for or employ at Consultant's expense (and approval by the County for which approval shall not be unreasonably withheld) subconsultants to the extent and as needed within the Standard of Care. This paragraph shall not create an obligation or contractual relation between County and any subconsultants retained by the Consultant under the terms of this agreement. Said subconsultants shall, so long as their performance continues to be acceptable to the County, remain in charge of their scope of work for the project through completion of services provided in this agreement.
 - d. Assist County in fulfilling normal requirements set forth by appropriate authorities concerning the design, cost, and construction of the Project.

- e. All travel and related costs required to perform the service for the Consultant and its subconsultants will be included as an Other Direct Cost in each phase unless outside of the greater Stanislaus County area.
- r. Provide Contract Documents including alternates, allowances, and options as specified by the County.
- g. The Consultant will provide their minutes of all meetings attended by the Consultant regarding the Project within five days from the meeting.

2. Criteria

- a. The Project shall be developed and designed in accordance with the latest issue of applicable codes, laws, regulations, and professional standards in effect as of the date of approval of the authorities having jurisdiction.
- b. Consultant shall not, unless otherwise permitted in writing by County, propose or recommend any design that has the effect of shifting design responsibilities from Consultant to a contractor, through performance specifications or any other means unless otherwise agreed to in writing by the County. Performance specification will be allowed only when necessary to preclude single vendor sources.
- c. Consultant shall not, unless otherwise permitted in writing by the County, specify unique, untested, proprietary or sole source equipment, systems or materials. Whenever proprietary or sole source design or equipment is used, the Consultant's design will allow for periodic maintenance and replacement of parts, equipment or systems, to be performed normally and without excessive cost or time.
- d. Consultant's design shall provide that surfaces, fixtures and equipment are readily accessible for maintenance, repair or replacement by ladders, power lifts, cat walks, and the like without exceeding the design loads of the floors, roofs, ceilings, and that such access shall be in conformance with Cal OSHA.

3 Scope

- a. Basic Services shall include all the services and activities specified below in Schematic Phase, Construction Document Phase, Bidding Phase, and Construction Administration Phase, and warranty work.
- b. Performance of services will require Consultant to work with, meet with, and attend meetings with County staff, tenants, with other governmental agencies, with Contractors, and with such other consultants as Consultant determines necessary, to the extent reasonably necessary for the design and construction of the Project and performance of Consultant's duties under this Agreement

(including, but not limited to, Consultant's express duties of coordination with other consultants).

- c. Work performed by Consultant shall conform to the requirements of the California Business and Professions Code. As referenced in Section 6703.1 of such Code, "Responsible Charge" for the work shall be with a Registered Consultant, Civil Engineer, Structural Engineer, Mechanical Engineer, and Electrical Engineer Licensed by the State of California.
- d. Consultant shall provide to County professional engineering services in all phases of the Project to which this Agreement applies. Services will include providing all professional engineering and consultant services necessary to perform the Work.
- e. Consultant shall have adequate personnel, facilities, equipment and supplies to complete the work. Consultant shall provide all materials to complete the required work.
- f. Consultant shall engage those specialty Subconsultants, as necessary for proper completion of the Work, at the sole expense of Consultant. Consultant's contracts with its Subconsultants (and their contracts with their Subconsultants) shall incorporate this contract by reference to the extent not inconsistent with the Subconsultant's scope of work. County shall have the right to approve specialty Subconsultants engaged by Consultant as well as their form of contract, which approval shall not be unreasonably withheld.
- g. Consultant shall require each of its Subconsultants to execute agreements containing insurance and indemnity provisions coextensive with those in this Agreement and which will indemnify and hold County harmless from errors or omissions of the subconsultants.
- h. Consultant, or where appropriate, their subconsulting engineers shall review and visually verify as-built and as-designed information supplied by the County concerning existing structures, facilities and utilities, and determine if such information is sufficient to use in connection with the phases of the Consultants Work and to be made available to Bidders and the Construction Contract. Consultant, and where appropriate, their consulting engineers, shall not be responsible nor liable for the accuracy of such information provided by the County.
- i. The Consultant shall make any required corrections or revisions to reports, drawings or specifications which are a result of any errors or omissions by Consultant, at no additional cost to the County.
- j. Consultant shall provide to the County a written list of governmental regulations, licenses, permits, and any other type of applicable restriction and associated

requirements for the completion of the Work and its incorporation into the Project.

4. Coordination of Consultant and Engineering Subconsultants/Other Consultants.

- a. Consultant shall coordinate design, Engineering work, Sub Consultant and engineering disciplines involved in completing the Work. The objective of this coordination shall be the development of a complete comprehensive and workable design in which the work of Consultant plus each Subconsultant interfaces well and is properly coordinated, sound and well engineered, with details that work together with regard to all affected disciplines.
- b. Consultant shall require the subconsultants to agree in their subcontracts to coordinate with Consultant and other subconsultants.
- c. Consultant shall conduct design coordination meetings with all subconsultants employed by Consultant.

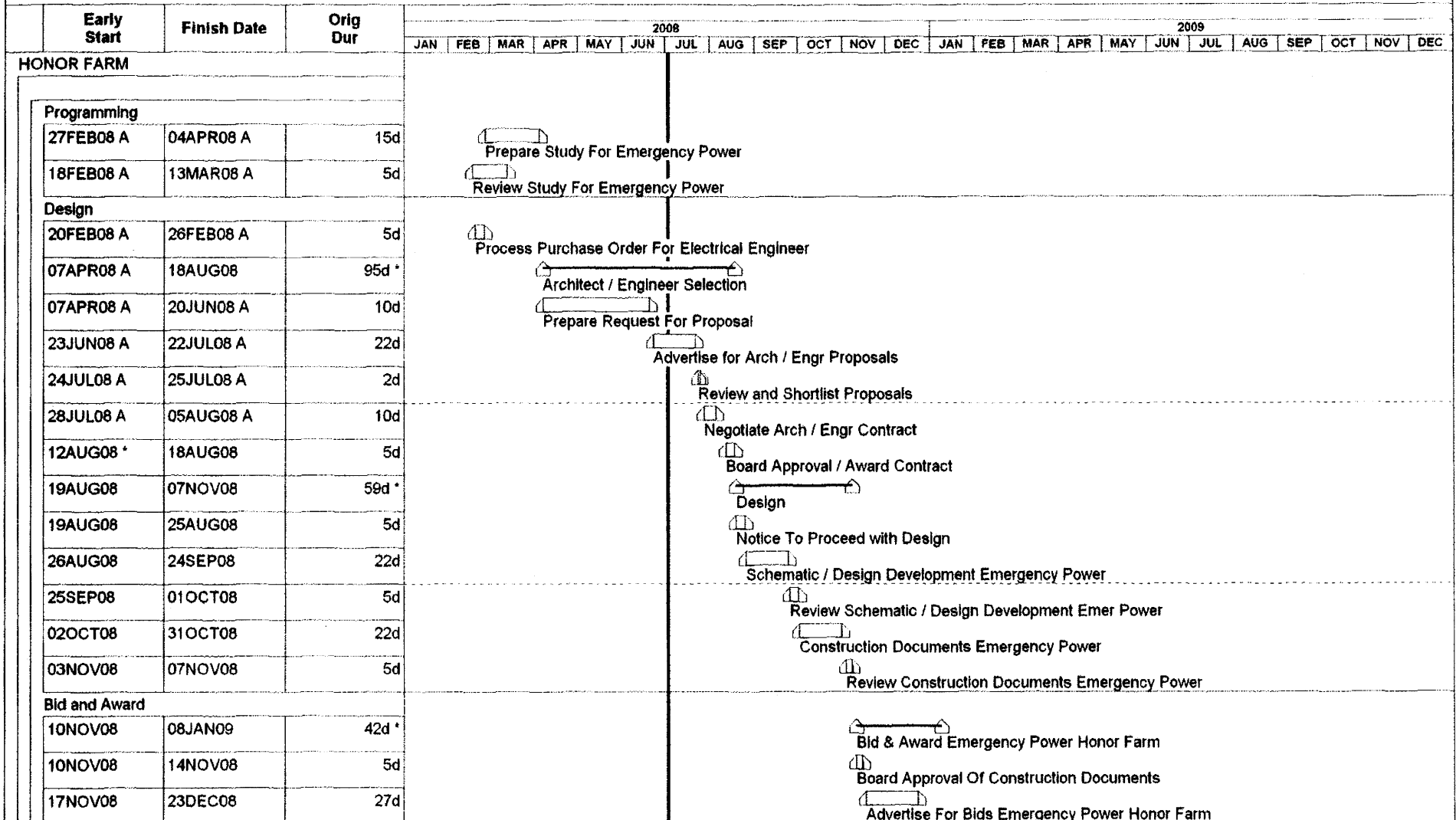
END OF APPENDIX A

APPENDIX B

Honor Farm Emergency Power Attachment B

Print Date 05AUG08

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Start date	15OCT07
Finish date	16AUG12
Data date	03JUL08
Run date	05AUG08
Page number	1A
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Stanislaus County Capital Projects

- Early bar
- Critical bar
- Early start point
- Early finish point
- Progress bar
- Summary bar
- Start milestone point
- Finish milestone point

APPENDIX C- COMPENSATION

This is an appendix attached to, and made a part of, the Professional Services Agreement dated August 19, 2008 (“**Agreement**”) between STANISLAUS COUNTY (“**County**”) and Gregg E. Miller & Associates, Inc. doing business as Miller - Pezzoni and Associates, Inc. (“**Consultant**”), for the provision of professional services (“**Services**”).

1. CONSTRUCTION BUDGET. The construction budget, which is subject to revision by the County during the Design, is based on the preliminary conceptual estimate developed by the County or the revised estimate developed as part of the final scope from Phase 1, the Bridging Design, of this contract.
 - 1.1. The total construction budget (excluding hazardous materials abatement, FF&E, and contingencies), estimated to the midpoint of construction, is \$339,500.
 - 1.2. The County may, in its sole discretion, add to or reduce by 5% the total construction budget during the Design at no change in fee.
 - 1.3. A construction budget increase over and above five percent (5%) will result in a negotiation for a proposed fee increase for that amount above the 5%.

2. COMPENSATION TO THE CONSULTANT. Consultant shall be compensated on a lump sum basis for work performed completing each task or item of work under this agreement including all labor and other direct costs, not to exceed the amount listed below for each task or item of work, unless amended by the County. The County expressly reserves the right to deny any payment or reimbursement requested by the Architect which is in excess of the contract limit, unless such payment is approved by the County as an Additional Service, as set forth below. The total compensation for all tasks or items of work shall not exceed Twenty-Nine Thousand Six Hundred Dollars (\$29,600)

2.1 Phase 1, Schematic and Design Development Basic Services and ODC’s:	\$8,880
2.2 Phase 2, Construction Documents Basic Services and ODC’s	\$13,320
2.3 Phase 3, Building Department Review Basic Services and ODC’s	\$1,480
2.4 Phase 4, Bid & Award Basic Services and ODC’s	\$1,480
2.5 Phase 5, Construction Administration Basic Services and ODC’s	\$4,440
TOTAL NOT TO EXCEED	\$29,600

3. PAYMENT:
 - 3.1 For work completed and upon submittal of monthly invoice statements in duplicate, the County shall pay the Consultant for services rendered in an amount not to exceed the phase totals set.
 - 3.2 Invoices shall be submitted for progress payment not more than once each month unless otherwise approved by the County. Progress payments shall be based on the percentage

of services completed through the end of the billing period.

- 3.3 When submitting invoices, Consultant shall provide an updated schedule that will be the basis of payment and that will certify that the percentages claimed are true and accurate representations of Consultant's progress to date, and that notwithstanding such percentages or the payment therefore, Consultant remains fully responsible for satisfactorily completing all Services. County may adjust any progress payment so that it corresponds with the percentage of completion as determined by County. Adjustment of any progress payment will be reasonably negotiated with Consultant.
- 3.4 Consultant shall provide copies of all Subconsultant Agreements to County as the Agreements are finalized and executed between the Consultant and Subconsultant.
- 3.5 Consultant and/or its Subconsultants shall not provide services to the Construction Contractor or any Subcontractor under separate agreement for any part of this Project.
4. NOTICE TO PROCEED. The Consultant shall not commence work until a Notice to Proceed is issued by the County. The County has no obligation to issue Notices to Proceed for all phases . If the project is delayed or suspended for a phase beyond 30 days, termination may be mutually agreed to by the parties.
5. This agreement shall not be considered as giving exclusive authority to the Consultant for performing all services pertaining to the design and/or construction of the project. The County may perform or may not perform, or have this work herein performed by others.
6. Prior to release of retention and/or final payment pursuant to this Agreement, or prior to settlement upon termination of this Agreement, and as a condition precedent thereof, Consultant shall execute and deliver to Owner a Conditional Release of all Fee Claims arising pursuant to or by virtue of this Agreement, other than such claims, if any, as may be specifically excepted from the operation of the Release for reasons and in amounts set forth therein.
7. For purposes of changes in services, hourly rates will be submitted for approval for each staff member of the Consultant, and the Consultants Subconsultant's with a resume that justifies the level of proposed rates. These rates will apply to base and extra services. The County has the right if it deems necessary to audit the actual records. Rates will be based on salary, a reasonable audited overhead rate, and a profit of no more than 10%. (Note: Marketing will not be included in the overhead.)

Principal Engineer	\$180.00 Per Hour
Associate Engineer	\$140.00 Per Hour
Assistant Engineer	\$80.00 Per Hour
Cad Operator	\$65.00 Per Hour
Technician	\$70.00 Per Hour
Clerical	\$50.00 Per Hour

END OF APPENDIX C



Emergency Power Systems Improvements
Stanislaus County Honor Farm

March 2008

Prepared By:

Miller Pezzoni & Associates, Inc.
Consulting Electrical Engineers
San Francisco - Modesto, California
mail@mpa-ee.com

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- I. SCOPE AND OBJECTIVES**
- II. OVERVIEW:**
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 - B. EMERGENCY POWER PRIORITIES**
- III. PROPOSAL AND COST PROJECTIONS:**
- IV. SUMMARY AND RECOMMENDATIONS**

I. SCOPE AND OBJECTIVES:

The scope and objectives of our review and analysis of the existing Stanislaus County Honor Farm is to further define and identify specific areas and critical functions performed within the facility which require emergency power to maintain effective operations during an extended electrical power disruption, as outlined by staff. Our review will encompass the analysis of the existing emergency power system as well as various buildings and activities identified by staff as requiring emergency power. The rating and conditions of the existing emergency generators will be evaluated as well. Pre-design cost projections will be presented for each viable option identified by our analysis with a summary of recommendations for the extension of emergency power to serve the areas identified.

II. OVERVIEW:

The Stanislaus County Honor Farm near Grayson, California became operational in 1967. Numerous building additions have occurred over the life of the facility with the most noticeable buildings being manufactured relocatable buildings. The facility is self-sufficient with the exception of electrical power to the site; the facility has its own domestic water system as well as sanitary system. The current emergency power system is limited to strictly command and control functions within the administration/cafeteria building..

A. EXISTING SYSTEMS:

The Honor Farm's electrical distribution comprises of numerous T.I.D. (Turlock Irrigation District) electrical services scattered throughout the site. The largest service which services the detention barracks, limited site security lighting, cafeteria, control central, medical and clothing consists of a Sylvania 1200A, 120/208V, 3 phase, 4 wire main switchboard located within the detention yard and antiquated T.I.D. overhead 3 phase transformer bank. Peak demand on this service, based upon, available summer time billings is approximately 170kW. The second largest service, a 400A, 120V/208V, 3 phase, 4 wire switchboard with overhead T.I.D. feed located by the maintenance building services the various shops, administration, and locker buildings. The peak demand on the 400A service per available billings is approximately 24kW. The balance of the main facility has several 100A and 200A, 120/240V, 1 phase, 3 wire "residential-like" services to connect the numerous relocatable buildings. Infrastructure type facilities such as the domestic well pump and sewer treatment plant consist of overhead T.I.D. services of a 100A, 480V, 3 phase, 3 wire and 100A, 120/240V, 3 phase, 4 wire "stinger" mains respectively. The majority

of area and security lighting on the facility are T.I.D. dusk to dawn lights on a fixed-rate d schedule. The attached site plan schematically show the respective services and buildings to better understand the vast network of electrical services and interconnections.

The existing emergency power distribution is strictly located at the control central building and the supply consists of a Kohler diesel gen-set rated at 15kW, 120/240V, 1 phase, 3 wire to power the "bare essentials" (i.e., interior lighting, radio and security equipment) within the building. In the event of an utility outage all other buildings, including the barracks, and area/security lighting is inoperable as well as the domestic well pump and sewer treatment plant.

B. EMERGENCY POWER PRIORITIES:

The needs for emergency power were identified by staff at the outset of our review and analysis. The loads/existing electrical services are outlined as follows:

1. Detention Barracks: A total of 3 barrack buildings served from the 1200A main switchboard; the entire building's electrical system should be connected onto emergency power.
2. Area Security Lighting: Various County owned poles with floodlights circle the entire compound area and is served from the 1200A main switchboard. Currently there is no exterior security lighting on emergency power.
3. Control Central Building: Currently has limited emergency power however additional support function such as the kitchen, offices, etc. are inoperable during an outage; this building is served from the 1200A main switchboard.
4. Medical Building: Inmate medical functions should be on emergency power; this building is served from the 1200A main switchboard.
5. Clothing Building: Inmate laundry/commisary functions should be on emergency power; this building is served from a 200A service from the Staff Break Building.
6. Staff Break Building: Staff break room facilities should be on emergency power; served from its own 200A service.
7. Staff Locker Building: Staff locker facilities should be on emergency power; this building is served from the 400A switchboard near maintenance.
8. Main Security Gate Entrance: The main gate is inoperable and a guard must manually operate the gate; the point of connection is unknown.

Emergency Power Systems Improvements
Stanislaus County Honor Farm

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9. Domestic Well Pump: Domestic well supply should be on emergency power; this facility has its own service.
10. Sanitary Sewer Treatment Plant: Sanity system should be on emergency power; this facility has its own service.

The largest obstacle is developing a centralized emergency power system is the consolidation of different utility feeds and establishing new distribution while maintaining full operations during construction.

III. PROPOSAL AND COST PROJECTIONS:

The primary goal is to establish a centralized emergency power system within a secured area within the facility to operate the various functions and buildings outlined in Section II above. The major difficulty in designing and constructing such a system is maintaining full operations with minimal outages, and keeping the majority of construction activities out of the detention area. To further compound the design is that the above listed facilities are connected to five (5) various T.I.D. services scattered throughout the site which also contain some functions not required by staff above, such as the shop and maintenance buildings. Therefore, we recommend the following scope of work to achieve the goals established by staff:

1. Install a new 800A, 277/480V, 3 phase, 4 wire main switchboard with new T.I.D. pad mounted transformer to centralize the utility metering as well as provide a single distribution point for all proposed emergency loads. This will allow T.I.D. to abandon the 3 phase overhead transformer bank which resides over the existing 1200A service; a single transformer failure could destroy the switchboard below causing a major outage for the barracks and control central.
2. Install a new 400A automatic transfer switch (ATS) with bypass to service the facilities outlined above. Include new 480V and 208V free standing distribution for all emergency loads.
3. Install new stand-by emergency diesel gen-set unit; sized per total anticipated demand.

Items 1-3 should be located within the staff parking area immediately west of the existing 1200A service and installed with secured fencing.

4. Backfeed the existing 1200A service to connect barracks, control central and medical buildings. Anticipated demand per utility metering ~235kVA.
5. Backfeed Staff Break Building service to connect break and clothing facilities. Anticipated demand per SF estimate ~25kVA.

Emergency Power Systems Improvements
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6. Intercept existing feeder to Administration building and connect onto new emergency distribution. Anticipated demand per SF estimate ~18kVA.
7. Connect existing sanitary treatment service onto new emergency distribution. Approximate demand of 15hp, ~22kVA.
8. Connect existing domestic water service onto new emergency distribution. Estimated well size of 15hp maximum, ~22kVA.
9. Intercept existing motorized main gate operator circuit onto new emergency distribution. Estimated demand is ~2kVA.

Therefore with the proposed emergency load our estimated demand is ~324kVA or 390A @ 480V, 3 phase. At a 0.8 power factor the total load is 260kW. To accommodate inrush loads and the 260kW demand a minimum of a 300kW generator would be required for this present load. Upon further consideration of the Stanislaus County Safety Center's emergency power study we recommend that the gen-set installed at the Honor Farm be equivalent to the Caterpillar 450kW gensets at the Safety Center for maintenance and operation commonality as well as being able to relocate to the Safety Center for connection onto the existing paralleling system should the Honor Farm close.

A preliminary cost estimate for the above items is outlined below based upon our perceived schematic design with the information collected and provided to date. The costs given do not reflect any building permit, T.I.D. connection fees or air resource permit fees associated with the gen-set. The cost projections shown are based upon recent bids received for similar projects however are to be considered approximate only. Actual costs may vary due to market and unforeseen conditions prevailing at the time of bid and other factors beyond our control.

Item #	Description	Cost Estimate
1	Install new T.I.D. pad mounted transformer and 800A main switchboard. T.I.D. fee not included.	\$ 65,000.00
2	Install new 400A ATS and associated emergency distribution with new electrical enclosure.	\$ 67,000.00
3	Install new 450kW Caterpillar diesel generator	\$ 98,000.00
4	Backfeed existing 1200A main switchboard onto new 208V emergency distribution; decommission the existing emergency system at Central Control	\$ 22,000.00

Emergency Power Systems Improvements
Stanislaus County Honor Farm

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Item #	Description	Cost Estimate
5	Backfeed Staff Break Building service onto new 208V emergency distribution.	\$ 11,000.00
6	Intercept existing feeder to Administration building and connect onto new 208V emergency distribution.	\$ 12,000.00
7	Backfeed existing sanitary treatment electrical service onto new 480V distribution.	\$ 33,000.00
8	Backfeed existing domestic well electrical service onto new 480V distribution.	\$ 28,000.00
9	Intercept existing feeder to main gate operator onto new 208V distribution.	\$ 3,500.00
	Total	\$339,500.00

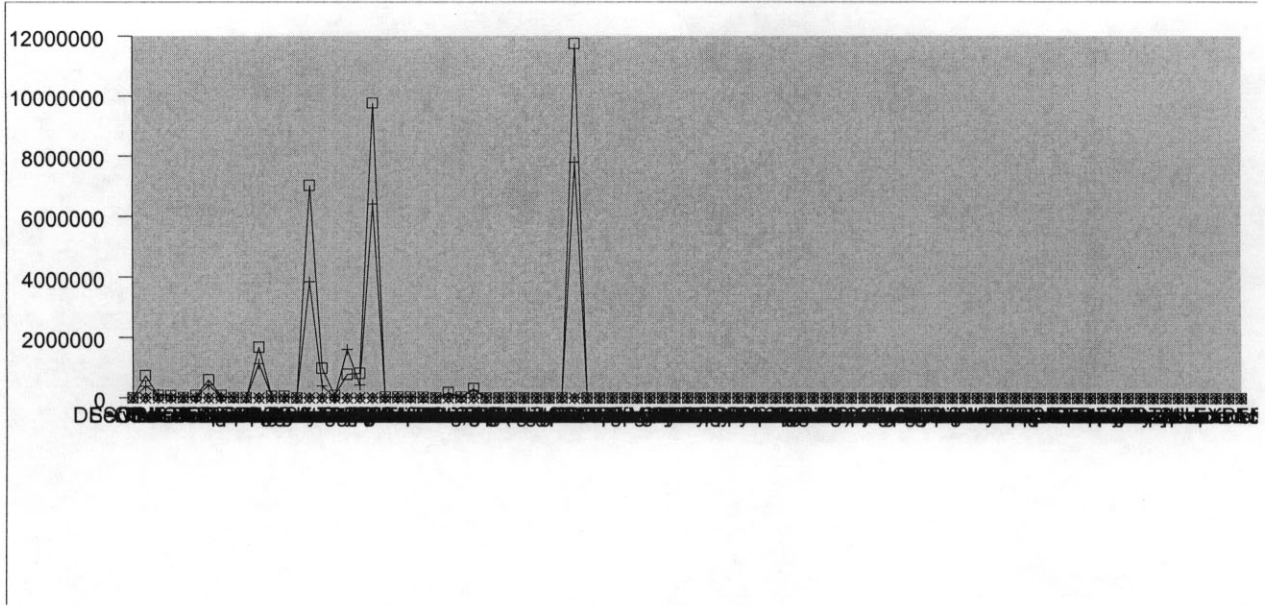
If the County elected to "value engineer" the above proposal, we could downsize the gen-set to a 300kW unit. However, minimal additional load growth is possible and cost savings is less than \$27,000. With the 450kW unit there is easily another 50% of load growth possible as well as the ability to easily relocate and connect onto generator farm at the Safety Center.

IV: SUMMARY AND RECOMMENDATIONS:

Based upon our findings, the matter of connecting emergency power to the various elements identified within the Honor Farm is indeed quite complex and costly. We have therefore put forth the best recommendations for the connection of emergency power, predicated upon both the lowest initial capital outlay and upon the best long term method in our professional opinion. The latter is the ability to relocate some of the capital outlay to another facility given the political nature and challenges in maintaining the Honor Farm.

With an overall construction estimate of \$339,500.00 the County can have a very robust emergency system with plenty of flexibility for the foreseeable future. Should you have any questions relating to our review and analysis, please do not hesitate to contact our offices.

Kevin L Pezzoni, P.E.
Vice-President
Miller-Pezzoni Associates, Inc.
San Francisco - Modesto, California





Stanislaus County Sheriff's Department

ADAM CHRISTIANSON
SHERIFF-CORONER

May 15, 2008

To: Public Facility Fee Committee

From: Dan Wirtz
Business Manager

Reference: Request to use Public Facility Fees (PFF)

RECEIVED

JUL 14 2008 X 2.1.2(2144)
X 15.67.4
STANISLAUS COUNTY X 15.68.4
CAPITAL PROJECTS Don.
Darrell.
Gino.

The Sheriff's Department is coming before the Public Facility Fee Committee to request approval to use Public Facility Fees to fund up to \$610,000 (100%) of the Sheriff's Honor Farm Emergency Power System Generator and \$175,000 for the programmatic phase of the Coroner's Facility Master Plan. These projects are necessary for the Sheriff's Department to continue to meet the Board of Supervisors goals of:

- A safe community
- A well-planned infrastructure system
- Efficient delivery of public services

Available Public Facility Fees

Fund	Fund Description	Cash Balance 4/30/08	Approved Projects	Adj. Available Cash Balance	5/15/08 PFF Request	Est. Available Cash Balance
2402	AC Developers Fees - Detention	6,700,017	152,520	6,547,497	-	6,547,497
6402	AC Developers Fees - Jails	24,457,079	2,857,600	21,599,479	610,000	20,989,479
2410	AC Developers Fees - Sheriff	1,186,959	837,950	349,009	175,000	174,009
6410	AC Developers Fees - Sheriff Patrol	175,507	-	175,507	-	175,507
	Total	32,519,562	3,848,070	28,671,492	785,000	27,886,492

APPROV BY
PFF COMMITTEE
5.15.08

PHEMISTER CONSTRUCTION MANAGEMENT, INC.

**WORK AUTHORIZATION NO. 18
FOR SPECIAL SERVICES
MEN'S HONOR FARM EMERGENCY POWER UPGRADE, MODESTO**

1. This Work Authorization No. 18 is entered into effect on August 26, 2008, in accordance with the terms and conditions of the agreement between Phemister Construction Management, Inc., ("PCM"), and Stanislaus County dated December 20, 2003 ("Agreement").
2. This Work Authorization is for those construction management services, for continued professional services through project completion. PCM's work shall include:
 - a. Design Kick-Off Meeting: At the start of the Design Phase, the CM shall conduct a Project Conference attended by the Design Professional, the Owner and others. During the meeting, the CM shall review the Scope of the Project, the Project Management Plan, the Master Schedule, the proposed Design Phase Milestone Schedule, the Project and Construction Budget and the MIS.
 - b. Design Phase Information: The CM shall monitor the Design Professional's compliance with the Design Schedule, Project Management Plan, and Design Phase Procedures; and the CM shall coordinate and expedite the flow of information between the Owner, Design Professional and others.
 - c. Project Meetings: The CM shall conduct periodic Project meetings attended by the Owner, Design Professionals and others. Such meetings shall serve as a forum for the exchange of information concerning the Project and review of design progress. The CM shall prepare and distribute minutes of these meetings to the Owner, Design Professional and others, as agreed to by the Owner.
 - d. Review of Design Documents & Design Recommendations: The CM shall review the design documents for clarity, consistency, constructibility and coordination. The results of the review shall be provided in writing and as notations on the documents to the Owner. The CM shall also make recommendations to the Owner with respect to constructibility, construction cost sequence of construction, construction duration and separation of the contracts for various projects into categories of the work. However, the CM is not responsible for providing, nor does the CM control, the Project design or the contents of the design documents. By performing the reviews described herein, the CM is not acting in a manner so as to assume responsibility or liability, in whole or in part, for all or any part of the Project design and design documents. The CM's actions in reviewing the Project design and design documents and in making recommendations as provided herein are advisory only to the Owner. The Architect is not a third party beneficiary of the CM's work described in this paragraph and the Architect remains solely responsible for the contents of design drawings and design documents.
 - e. Owner's Design Review: The CM shall expedite the Owner's design reviews by compiling and conveying the Owner's comments to the Design Professional.

- f. Approvals by Regulatory Agencies: The CM shall coordinate transmittal of documents to regulatory agencies for review and shall advise the Owner of potential problems in completion of such reviews.
- g. General Conditions: The CM shall assist the Owner in the preparation of the General Conditions and other front end documents for the Construction Contracts.
- h. Project Funding: The CM shall assist the Owner in preparing documents concerning the Project and Construction Budget for use in obtaining or reporting on project funding. The documents shall be prepared in a form approved by the Owner.
- i. Grant Applications: The CM shall assist the Owner in preparing grant applications for project funding. The documents shall be in a form required by the agency providing the grant.
- j. Revisions to Master Schedule: While performing the services provided in the Design Phase, the CM shall recommend revisions to the Master Schedule.
- k. Monitoring the Design Phase Milestone Schedule: While performing the services provided in the Design Phase, the CM shall monitor compliance with the Design Phase Milestone Schedule. The CM shall make recommendations to the Owner if progress is not in compliance with the schedule.
- l. Project and Construction Budget Revision: The CM shall make recommendations to the Owner on the impact of design changes that may result in revisions to the Project and Construction Budget project schedule and established project strategy.
- m. Cost Control and Estimating: The CM shall prepare an estimate of the construction cost for each submittal of design drawings and specifications from the Design Professional. The estimate for each submittal shall be accompanied by a report to the Owner and Design Professional identifying variances from the Project and Construction Budget. The CM shall coordinate and assist in expediting the activities of the Owner and Design Professional when changes to the design are required to remain within the Project and Construction Budget.
- n. Value Analysis Studies: The CM shall provide value analysis studies on major construction components as directed by the Owner. The results of these studies shall be in report form and shall be distributed to the Owner and Design Professional.
- o. Schedule Reports: In conjunction with the services provided during the Design Phase the CM shall prepare and distribute Schedule Update Reports that shall compare actual progress with scheduled progress for the Design Phase and the overall Project as requested.
- p. Project Cost Reports: The CM shall prepare and distribute Project Cost Reports that shall indicate estimated costs compared to the Project and Construction Budget as requested.

- q. Cash Flow Report: The CM shall prepare a cash flow report for submission to funding agencies in compliance with requirements. Also, the CM shall periodically prepare and distribute a Cash Flow Report for the Owner as requested.
- r. Design Phase Change Order Report: The CM shall prepare and distribute Design Phase Change Order Reports that shall list all Owner-approved change orders as of the date of the report and shall state the effect of the change orders on the Project and Construction Budget and the Master Schedule as requested.
- s. Construction Phase Procedures: The CM shall prepare procedures for reporting, communications and administration during the Construction Phase for approval by Owner as requested.

3. Period of Performance: August 26, 2008 to December 31, 2009.

4. Method of Compensation and Rates:

<u>Name</u>	<u>Title</u>	
Gino Colacchia	On-Site Construction Manager	\$90.00 per Hour

5. Payment Terms: Per the Agreement.


6. Verification of Insurance: Per the Agreement.

7. Funding Source: Approved by the Board on August 26, 2008, Item B-4.

8. NOT TO EXCEED: \$3,911.00

TOTAL: \$3,911.00 (Work Authorization 18)
\$3,911.00

Dated: August 26, 2008


Stanislaus County


Phemister Construction Management, Inc.

**AGREEMENT
FOR
PROFESSIONAL SERVICES**

This Agreement For Professional Services is made and entered into by and between the **County of Stanislaus** ("County") and Miller-Pezzoni and Associates, Inc. ("Consultant"), on August 26, 2008.

Introduction

WHEREAS, the County has a need for professional services relating to the **EMERGENCY POWER SYSTEM** for the **STANISLAUS COUNTY HONOR FARM**; and

WHEREAS, the Consultant is specially trained, experienced and competent to perform and has agreed to provide such services;

NOW, THEREFORE, in consideration of the mutual promises, covenants, terms and conditions hereinafter contained, the parties hereby agree as follows:

Terms and Conditions

1. **Scope of Work**

1.1 The Consultant shall furnish to the County upon execution of this Agreement or receipt of the County's written authorization to proceed, those services and work set forth in **Exhibit A (Scope of Work)** which is attached hereto and, by this reference, made a part hereof.

1.2 All documents, drawings and written work product prepared or produced by the Consultant under this Agreement, including without limitation electronic data files, are the property of the Consultant; provided, however, the County shall have the right to reproduce, publish and use all such work, or any part thereof, in any manner and for any purposes whatsoever and to authorize others to do so. If any such work is copyrightable, the Consultant may copyright the same, except that, as to any work which is copyrighted by the Consultant, the County reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, and use such work, or any part thereof, and to authorize others to do so, provided that any use of such work for any purposes other than those provided in this Agreement shall be without risk or liability to Consultant.

1.3 Services and work provided by the Consultant under this Agreement will be performed in a timely manner in accordance with a schedule of work set forth in **Exhibit B (Schedule)**.

1.4 The Consultant shall provide services and work under this Agreement consistent with the requirements and standards established by applicable federal, state and County laws, ordinances, regulations and resolutions. The Consultant represents and warrants that it will

perform its work in accordance with generally accepted industry standards and practices for the profession or professions that are used in performance of this Agreement and that are in effect at the time of performance of this Agreement.

1.5 If the Consultant deems it appropriate to employ a subconsultant in connection with the performance of the services under this Agreement, the Consultant will so advise the County and seek the County's prior approval of such employment.

2. Compensation

2.1 The Consultant shall be compensated on a lump sum basis not to exceed the amounts listed for each task or item of work identified in **Exhibit C (Payment Schedule)** attached hereto. Consultant's costs, which are normally considered to be "reimbursable expenses," such as copying charges, travel and hotel expenses are included within the hourly rate charged by Consultant and Consultant shall not be entitled to separate or additional reimbursement of any reimbursable expenses.

2.2 Except as expressly provided in this Agreement, Consultant shall not be entitled to nor receive from County any additional consideration, compensation, salary, wages or other type of remuneration for services rendered under this Agreement, including, but not limited to, meals, lodging, transportation, drawings, renderings or mockups. Specifically, Consultant shall not be entitled by virtue of this Agreement to consideration in the form of overtime, health insurance benefits, retirement benefits, disability retirement benefits, sick leave, vacation time, paid holidays or other paid leaves of absence of any type or kind whatsoever.

2.3 The Consultant shall provide the County with a monthly or a quarterly statement, as services warrant, of fees earned and costs incurred for services provided during the billing period, which the County shall pay in full within 30 days of the date each invoice is approved by the County. The statement will generally describe the services performed, the applicable rate or rates, the basis for the calculation of fees, and a reasonable itemization of costs.

2.4 County will not withhold any Federal or State income taxes or Social Security tax from any payments made by County to Consultant under the terms and conditions of this Agreement. Payment of all taxes and other assessments on such sums is the sole responsibility of Consultant. County has no responsibility or liability for payment of Consultant's taxes or assessments.

3. Term

3.1 The term of this Agreement shall be from the date of this Agreement until completion of the agreed upon services unless sooner terminated as provided below.

3.2 Should either party default in the performance of this Agreement or materially breach any of its provisions, the other party, at that party's option, may terminate this Agreement by giving written notification to the other party.

3.3 The County may terminate this agreement upon 15 days prior written notice. Termination of this Agreement shall not affect the County's obligation to pay for all fees earned and reasonable costs necessarily incurred by the Consultant, subject to any applicable setoffs.

3.4 At the option of the County, this Agreement may terminate on the occurrence of (a) bankruptcy or insolvency of Consultant, or (b) sale of Consultant's business.

4. Representatives.

Each party shall designate a representative, authorized to act on the party's behalf with respect to this Agreement. Consultant hereby designates Kevin L. Pezzoni, Project Manager. Owner hereby designates Patricia Hill Thomas. The parties or such authorized representatives shall render required decisions promptly, to avoid unreasonable delay in the progress of Consultant's services. Each party may delegate all or some of its representative's role and function to some other representative.

5. Required Licenses, Certificates and Permits

Any licenses, certificates or permits required by the federal, state, county or municipal governments for Consultant to provide the services and work described in Exhibit A must be procured by Consultant and be valid at the time Consultant enters into this Agreement. Further, during the term of this Agreement, Consultant must maintain such licenses, certificates and permits in full force and effect. Licenses, certificates and permits may include but are not limited to driver's licenses, professional licenses or certificates and business licenses. Such licenses, certificates and permits will be procured and maintained in force by Consultant at no expense to the County.

6. Office Space, Supplies, Equipment, Etc.

Unless otherwise provided in this Agreement, Consultant shall provide such office space, supplies, equipment, vehicles, reference materials and telephone service as is necessary for Consultant to provide the services under this Agreement. The Consultant - not the County - has the sole responsibility for payment of the costs and expenses incurred by Consultant in providing and maintaining such items.

7. Insurance

7.1 Consultant shall take out, and maintain during the life of this Agreement, insurance policies with coverage at least as broad as follows:

7.1.1 General Liability. Commercial general liability insurance covering bodily injury, personal injury, property damage, products and completed operations with limits of no less than One Million Dollars (\$1,000,000) per incident or occurrence. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall

apply separately to any act or omission by Consultant under this Agreement or the general aggregate limit shall be twice the required occurrence limit.

7.1.2 Professional Liability Insurance. Professional errors and omissions (malpractice) liability insurance with limits of no less than One Million Dollars (\$1,000,000) aggregate. Such professional liability insurance shall be continued for a period of no less than one year following completion of the Consultant's work under this Agreement.

7.1.3 Automobile Liability Insurance. If the Consultant or the Consultant's Board, officers, employees, agents or representatives utilize a motor vehicle in performing any of the work or services under this Agreement, owned/non-owned automobile liability insurance providing combined single limits covering bodily injury and property damage liability with limits of no less than One Million Dollars (\$1,000,000) per incident or occurrence.

7.1.4 Workers' Compensation Insurance. Workers' Compensation insurance as required by the California Labor Code. In signing this contract, the Consultant certifies under section 1861 of the Labor Code that the Consultant is aware of the provisions of section 3700 of the Labor Code which requires every employer to be insured against liability for workmen's compensation or to undertake self-insurance in accordance with the provisions of that code, and that the Consultant will comply with such provisions before commencing the performance of the work of this Agreement.

7.2 Any deductibles, self-insured retention's or named insureds must be declared in writing and approved by County. At the option of the County, either: (a) the insurer shall reduce or eliminate such deductibles, self-insured retention's or named insureds, or (b) the Consultant shall provide a bond, cash, letter of credit, guaranty or other security satisfactory to the County guaranteeing payment of the self-insured retention or deductible and payment of any and all costs, losses, related investigations, claim administration and defense expenses. The County, in its sole discretion, may waive the requirement to reduce or eliminate deductibles or self-insured retention's, in which case, the Consultant agrees that it will be responsible for and pay any self-insured retention or deductible and will pay any and all costs, losses, related investigations, claim administration and defense expenses related to or arising out of the Consultant's defense and indemnification obligations as set forth in this Agreement.

7.3 The Consultant shall obtain a specific endorsement to all required insurance policies, except Workers' Compensation insurance and Professional Liability insurance, naming the County and its Board, officers, officials and employees as additional insureds regarding: (a) liability arising from or in connection with the performance or omission to perform any term or condition of this Agreement by or on behalf of the Consultant, including the insured's general supervision of its subcontractors; (b) services, products and completed operations of the Consultant; (c) premises owned, occupied or used by the Consultant; and (d) automobiles owned, leased, hired or borrowed by the Consultant. For Workers' Compensation insurance, the insurance carrier shall agree to waive all rights of subrogation against the County its Board,

officers, officials and employees for losses arising from the performance of or the omission to perform any term or condition of this Agreement by the Consultant.

7.4 The Consultant's insurance coverage shall be primary insurance regarding the County and County's Board, officers, officials, agents, and employees. Any insurance or self-insurance maintained by the County or County's Board, officers, officials and employees shall be excess of the Consultant's insurance and shall not contribute with Consultant's insurance.

7.5 Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the County or its Board, officers, officials and employees.

7.6 The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

7.7 Each insurance policy required by this section shall be endorsed to state that coverage shall not be canceled by either party except after thirty (30) days' prior written notice has been given to County. The Consultant shall promptly notify, or cause the insurance carrier to promptly notify, the County of any change in the insurance policy or policies required under this Agreement, including, without limitation, any reduction in coverage or in limits of the required policy or policies.

7.8 Insurance shall be placed with California-admitted insurers (licensed to do business in California) with a current rating by Best's Key Rating Guide of no less than A-:VII; provided, however, that if no California-admitted insurance company provides the required insurance, it is acceptable to provide the required insurance through a United States domiciled carrier that meets the required Best's rating and that is listed on the current List of Eligible Surplus Line Insurers maintained by the California Department of Insurance. Lesser ratings must be approved in writing by the County prior to the commencement of work under this Agreement.

7.9 Consultant shall require that all of its subcontractors are subject to the insurance and indemnity requirements stated herein, or shall include all subcontractors as additional insureds under its insurance policies.

7.10 At least ten (10) days prior to the date the Contractor begins performance of its obligations under this Agreement, Contractor shall furnish County with certificates of insurance, and with original endorsements, showing coverage required by this Agreement, including, without limitation, those that verify coverage for subcontractors of the Contractor. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements shall be received and, in County's sole and absolute discretion, approved by County. County reserves the right to require complete copies of all required insurance policies and endorsements, at any time.

7.11 The limits of insurance described herein shall not limit the liability of the Consultant and Consultant's officers, employees, agents, representatives or subcontractors.

8. Defense and Indemnification

8.1 To the fullest extent permitted by law, Consultant shall indemnify, hold harmless and defend the County and its agents, Board, officers and employees from and against all claims, damages, losses, judgments, liabilities, expenses and other costs, including litigation costs and attorneys' fees, arising out of, resulting from, or in connection with the performance of this Agreement by the Consultant or Consultant's officers, employees, agents, representatives or subcontractors and resulting in or attributable to personal injury, death, or damage or destruction to tangible or intangible property, including the loss of use. Notwithstanding the foregoing, Consultant's obligation to indemnify the County and its agents, Board, officers and employees for any judgment, decree or arbitration award shall extend only to the percentage of negligence or responsibility of the Consultant in contributing to such claim, damage, loss and expense.

8.2 Consultant's obligation to defend, indemnify and hold the County and its agents, Board, officers and employees harmless under the provisions of this paragraph is not limited to or restricted by any requirement in this Agreement for Consultant to procure and maintain a policy of insurance.

8.3 Subject to the limitations in 42 United States Code section 9607 (e), and unless otherwise provided in a Scope of Services approved by the parties:

(a) Consultant shall not be responsible for liability caused by the presence or release of hazardous substances or contaminants at the site, unless the release results from the negligence of Consultant or its subcontractors;

(b) No provision of this Agreement shall be interpreted to permit or obligate Consultant to assume the status of "generator," "owner," "operator," "arranger," or "transporter" under state or federal law; and

(c) At no time, shall title to hazardous substances, solid wastes, petroleum contaminated soils or other regulated substances pass to Consultant.

9. Status of Consultant

9.1 All acts of Consultant and its officers, employees, agents, representatives, subcontractors and all others acting on behalf of Consultant relating to the performance of this Agreement, shall be performed as independent contractors and not as agents, officers or employees of County. Consultant, by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of County. Except as expressly provided in Exhibit A, Consultant has no authority or responsibility to exercise any rights or power vested in the County. It is understood by both Consultant and County that this Agreement shall not be construed or considered under any circumstances, to create an employer-employee relationship, partnership, or a joint venture.

9.2 At all times during the term of this Agreement, the Consultant and its officers, employees, agents, representatives or subcontractors are, and shall represent and conduct themselves as, independent contractors and not employees of County.

9.3 Consultant shall determine the method, details and means of performing the work and services to be provided by Consultant under this Agreement. Consultant shall be responsible to County only for the requirements and results specified in this Agreement and, except as expressly provided in this Agreement, shall not be subjected to County's control with respect to the physical action or activities of Consultant in fulfillment of this Agreement. Consultant has control over the manner and means of performing the services under this Agreement. If necessary, Consultant has the responsibility for employing other persons or firms to assist Consultant in fulfilling the terms and obligations under this Agreement.

9.4 If in the performance of this Agreement any third persons are employed by Consultant, such persons shall be entirely and exclusively under the direction, supervision and control of Consultant. All terms of employment including hours, wages, working conditions, discipline, hiring and discharging, or any other term of employment or requirements of law, shall be determined by the Consultant.

9.5 Consultant is permitted to provide services to others during the same period service is provided to County under this Agreement; provided, however, such services do not conflict directly or indirectly with the performance of the Consultant's obligations under this Agreement.

9.6 It is further understood and agreed that Consultant must issue W-2 forms or other forms as required by law for income and employment tax purposes for all of Consultant's assigned personnel under the terms and conditions of this Agreement.

9.7 As an independent contractor, Consultant hereby indemnifies and holds County harmless from any and all claims that may be made against County based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.

10. Records and Audit

10.1 Consultant shall prepare and maintain all writings, documents and records prepared or compiled in connection with the performance of this Agreement for a minimum of four (4) years from the termination or completion of this Agreement. This includes any handwriting, typewriting, printing, photo static, photographing and every other means of recording upon any tangible thing, any form of communication or representation including letters, words, pictures, sounds or symbols or any combination thereof.

10.2 Any authorized representative of County shall have access to any writings as defined above for the purposes of making audit, evaluation, examination, excerpts and transcripts during the period such records are to be maintained by Consultant. Further, County has the right at all reasonable times to audit, inspect or otherwise evaluate the work performed or being performed under this Agreement.

11. Nondiscrimination

During the performance of this Agreement, Consultant and its officers, employees, agents, representatives or subcontractors shall not unlawfully discriminate in violation of any federal, state or local law, rule or regulation against any employee, applicant for employment or person receiving services under this Agreement because of race, religion, color, national origin, ancestry, physical or mental handicap, medical condition (including genetic characteristics), marital status, age, political affiliation, sex, or sexual orientation. Consultant and its officers, employees, agents, representatives or subcontractors shall comply with all applicable Federal, State and local laws and regulations related to non-discrimination and equal opportunity, including without limitation the County's nondiscrimination policy; the Fair Employment and Housing Act (Government Code sections 12900 et seq.); California Labor Code sections 1101, 1102 and 1102.1; the Federal Civil Rights Act of 1964 (P.L. 88-352), as amended; and all applicable regulations promulgated in the California Code of Regulations or the Code of Federal Regulations.

12. Assignment

This is an agreement for the services of Consultant. County has relied upon the skills, knowledge, experience and training of Consultant and the Consultant's firm, associates and employees as an inducement to enter into this Agreement. Consultant shall not assign or subcontract this Agreement without the express written consent of County. Further, Consultant shall not assign any monies due or to become due under this Agreement without the prior written consent of County.

13. Waiver of Default

Waiver of any default by either party to this Agreement shall not be deemed to be waiver of any subsequent default. Waiver or breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach, and shall not be construed to be a modification of the terms of this Agreement unless this Agreement is modified as provided below.

14. Notice

Any notice, communication, amendment, addition or deletion to this Agreement, including change of address of either party during the term of this Agreement, which Consultant or County shall be required or may desire to make shall be in writing and may be personally served or, alternatively, sent by prepaid first class mail to the respective parties as follows:

To County: County of Stanislaus
 Capital Projects
 825 12th Street
 Modesto, CA 95354

(209) 525-4380 (phone)
(209) 525-4385 (fax)

To Consultant: Miller-Pezzoni and Associates, Inc
909 15th Street, Suite 7
Modesto, CA 95354
(209) 575-0812 (phone)
(209) 575-0813 (fax)

15. Conflicts

Consultant represents and warrants that it presently has no interest, and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of services required under this Agreement. Without limitation, Consultant represents to and agrees with County that Consultant has no present, and will have no future conflict of interest between providing County services hereunder and any interest Consultant may presently have, or will have in the future, with respect to any other person or entity which has any interest adverse or potentially adverse to County, as determined in the reasonable judgment of County.

16. Confidentiality

Any information, whether proprietary or not, made known to or discovered by Consultant during the performance of or in connection with this Agreement for County, will be kept confidential and not be disclosed to any other person. Consultant will immediately notify County in writing if it is requested to disclose any information made known to or discovered by during the performance of or in connection with this Agreement. These conflict of interest, confidentiality and future service provisions and limitations shall remain fully effective indefinitely after termination of services to County hereunder.

17. Severability

If any portion of this Agreement or application thereof to any person or circumstance shall be declared invalid by a court of competent jurisdiction or if it is found in contravention of any federal, state or county statute, ordinance or regulation the remaining provisions of this Agreement or the application thereof shall not be invalidated thereby and shall remain in full force and effect to the extent that the provisions of this Agreement are severable.

18. Amendment

This Agreement may be modified, amended, changed, added to or subtracted from by the mutual consent of the parties hereto if such amendment or change is in written form and executed with the same formalities as this Agreement and attached to the original Agreement to maintain continuity.

19. Entire Agreement

This Agreement supersedes any and all other agreements, either oral or in writing, between any of the parties herein with respect to the subject matter hereof and contains all the agreements between the parties with respect to such matter. Each party acknowledges that no representations, inducements, promises or agreements, oral or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement or promise not contained in this Agreement shall be valid or binding.

20. Construction

Headings or captions to the provisions of this Agreement are solely for the convenience of the parties, are not part of this Agreement, and shall not be used to interpret or determine the validity of this Agreement. Any ambiguity in this Agreement shall not be construed against the drafter, but rather the terms and provisions hereof shall be given a reasonable interpretation as if both parties had in fact drafted this Agreement.

21. Governing Law and Venue

This Agreement shall be deemed to be made under, and shall be governed by and construed in accordance with, the laws of the State of California. Any action brought to enforce the terms or provisions of this Agreement shall have venue in the County of Stanislaus, State of California.

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

COUNTY OF STANISLAUS By: <u>Patricia DiStonone</u> "County"	MILLER-PEZZONI AND ASSOCIATES, INC By: <u>[Signature]</u> "Consultant"
APPROVED AS TO FORM: By: <u>[Signature]</u> County Counsel	

EXHIBIT A SCOPE OF WORK

I. OVERVIEW:

The Stanislaus County Honor Farm near Grayson, California became operational in 1967. Numerous building additions have occurred over the life of the facility with the most noticeable buildings being manufactured relocatable buildings. The facility is self sufficient with the except of electrical power to the site; the facility has its own domestic water system as well as sanitary system. The current emergency power system is limited to strictly command and control functions within the administration/cafeteria building..

A. EXISTING SYSTEMS:

The Honor Farm's electrical distribution comprises of numerous T.I.D. (Turlock Irrigation District) electrical services scattered throughout the site. The largest service which services the detention barracks, limited site security lighting, cafeteria, control central, medical and clothing consists of a Sylvania 1200A, 120/208V, 3 phase, 4 wire main switchboard located within the detention yard and antiquated T.I.D. overhead 3 phase transformer bank. Peak demand on this service, based upon, available summer time billings is approximately 170kW. The second largest service, a 400A, 120V/208V, 3 phase, 4 wire switchboard with overhead T.I.D. feed located by the maintenance building services the various shops, administration, and locker buildings. The peak demand on the 400A service per available billings is approximately 24kW. The balance of the main facility has several 100A and 200A, 120/240V, 1 phase, 3 wire "residential like" services to connect the numerous relocatable buildings. Infrastructure type facilities such as the domestic well pump and sewer treatment plant consist of overhead T.I.D. services of a 100A, 480V, 3 phase, 3 wire and 100A, 120/240V, 3 phase, 4 wire "stinger" mains respectively. The majority of area and security lighting on the facility are T.I.D. dusk to dawn lights on a fixed-rated schedule. The attached site plan schematically show the respective services and buildings to better understand the vast network of electrical services and interconnections.

The existing emergency power distribution is strictly located at the control central building and the supply consists of a Kohler diesel gen-set rated at 15kW, 120/240V, 1 phase, 3 wire to power the "bare essentials" (i.e., interior lighting, radio and security equipment) within the building. In the event of an utility outage all other buildings, including the barracks, and area/security lighting is inoperable as well as the domestic well pump and sewer treatment plant.

B. EMERGENCY POWER PRIORITIES:

The needs for emergency power were identified by staff at the outset of our review and analysis. The loads/existing electrical services are outlined as follows:

1. Detention Barracks: A total of 3 barrack buildings served from the 1200A main switchboard; the entire building's electrical system should be connected onto emergency power.
2. Area Security Lighting: Various County owned poles with floodlights circle the entire compound area and is served from the 1200A main switchboard. Currently there is no exterior security lighting on emergency power.
3. Control Central Building: Currently has limited emergency power however additional support function such as the kitchen, offices, etc. are inoperable during an outage; this building is served from the 1200A main switchboard.
4. Medical Building: Inmate medical functions should be on emergency power; this building is served from the 1200A main switchboard.
5. Clothing Building: Inmate laundry/commissary functions should be on emergency power; this building is served from a 200A service from the Staff Break Building.
6. Staff Break Building: Staff break room facilities should be on emergency power; served from its own 200A service.
7. Staff Locker Building: Staff locker facilities should be on emergency power; this building is served from the 400A switchboard near maintenance.
8. Main Security Gate Entrance: The main gate is inoperable and a guard must manually operate the gate; the point of connection is unknown.
9. Domestic Well Pump: Domestic well supply should be on emergency power; this facility has its own service.
10. Sanitary Sewer Treatment Plant: Sanity system should be on emergency power; this facility has its own service.

The largest obstacle is developing a centralized emergency power system is the consolidation of different utility feeds and establishing new distribution while maintaining full operations during construction.

C. PROPOSAL AND COST PROJECTIONS:

The primary goal is to establish a centralized emergency power system within a secured area within the facility to operate the various functions and buildings outlined in Section II above. The major difficulty in designing and constructing such a system is maintaining full operations with minimal outages, and keeping the majority of construction activities out of the detention area. To further compound the design is that the above listed facilities are connected to five (5) various T.I.D. services scattered throughout the site which also contain some functions not required by staff above, such as the shop and maintenance buildings. Therefore, we recommend the following scope of work to achieve the goals established by staff:

1. Install a new 800A, 277/480V, 3 phase, 4 wire main switchboard with new T.I.D. pad mounted transformer to centralize the utility metering as well as provide a single distribution point for all proposed emergency loads. This will allow T.I.D. to abandon the 3 phase overhead transformer bank which resides over the existing 1200A service; a single transformer failure could destroy the switchboard below causing a major outage for the barracks and control central.
2. Install a new 400A automatic transfer switch (ATS) with bypass to service the facilities outlined above. Include new 480V and 208V free standing distribution for all emergency loads.
3. Install new stand-by emergency diesel gen-set unit; sized per total anticipated demand.

Items 1-3 should be located within the staff parking area immediately west of the existing 1200A service and installed with secured fencing.

4. Backfeed the existing 1200A service to connect barracks, control central and medical buildings. Anticipated demand per utility metering ~235kVA.
5. Backfeed Staff Break Building service to connect break and clothing facilities. Anticipated demand per SF estimate ~25kVA.
6. Intercept existing feeder to Administration building and connect onto new emergency distribution. Anticipated demand per SF estimate ~18kVA.
7. Connect existing sanitary treatment service onto new emergency distribution. Approximate demand of 15hp, ~22kVA.
8. Connect existing domestic water service onto new emergency distribution. Estimated well size of 15hp maximum, ~22kVA.

9. Intercept existing motorized main gate operator circuit onto new emergency distribution. Estimated demand is ~2kVA.

Therefore with the proposed emergency load our estimated demand is ~324kVA or 390A @ 480V, 3 phase. At a 0.8 power factor the total load is 260kW. To accommodate inrush loads and the 260kW demand a minimum of a 300kW generator would be required for this present load. Upon further consideration of the Stanislaus County Safety Center's emergency power study we recommend that the gen-set installed at the Honor Farm be equivalent to the Caterpillar 450kW gensets at the Safety Center for maintenance and operation commonality as well as being able to relocate to the Safety Center for connection onto the existing paralleling system should the Honor Farm close.

A preliminary cost estimate for the above items is outlined below based upon our perceived schematic design with the information collected and provide to date. The costs given to not reflect any building permit, T.I.D. connection fees or air resource permit fees associated with the gen-set. The cost projections shown are based upon recent bids received for similar projects however are to be considered approximate only. Actual costs may vary due to market and unforeseen conditions prevailing at the time of bid and other factors beyond our control.

- 1 Install new T.I.D. pad mounted transformer and 800A main switchboard. T.I.D. fee not included. \$ 65,000.00
- 2 Install new 400A ATS and associated emergency distribution with new electrical enclosure. \$ 67,000.00
- 3 Install new 450kW Caterpillar diesel generator \$ 98,000.00
- 4 Backfeed existing 1200A main switchboard onto new 208V emergency distribution; decommission the existing emergency system at Central Control \$ 22,000.00
- 5 Backfeed Staff Break Building service onto new 208V emergency distribution. \$ 11,000.00
- 6 Intercept existing feeder to Administration building and connect onto new 208V emergency distribution. \$ 12,000.00
- 7 Backfeed existing sanitary treatment electrical service onto new 480V distribution. \$ 33,000.00
- 8 Backfeed existing domestic well electrical service onto new 480V distribution. \$ 28,000.00
- 9 Intercept existing feeder to main gate operator onto new

208V distribution. \$ 3,500.00

Total \$339,500.00

D. SUMMARY AND RECOMMENDATIONS:

Based upon our findings, the matter of connecting emergency power to the various elements identified within the Honor Farm is indeed quite complex and costly. We have therefore put forth the best recommendations for the connection of emergency power, predicated upon both the lowest initial capital outlay and upon the best long term method in our professional opinion. The latter is the ability to relocate some of the capital outlay to another facility given the political nature and challenges in maintaining the Honor Farm.

With an overall construction estimate of \$339,500.00 the County can have a very robust emergency system with plenty of flexibility for the foreseeable future.

II. CONSULTANTS DUTIES AND RESPONSIBILITIES

A. SCHEDULE OF SERVICE, AND SCHEDULING

1. Consultant shall complete or cause to be completed all services required under this Agreement in accordance with the approved Master, Exhibit B. Consultant shall adjust and cause its retained Subconsultants to adjust activities, personnel levels, and the sequence, duration and relationship of services to be performed in a manner that will comply with the approved schedules. Revisions to Consultant's schedules shall be prepared and submitted when requested by County, but not more frequently than once a month.
2. Consultant shall meet with, make written recommendations to, and coordinate with Project Manager at least once a week, or more frequently if necessary, regarding ongoing design and construction work, with respect to the following subject matters:
 - a. Value engineering (including value engineering design, quantity surveys of materials, equipment or labor, or audits or inventories);
 - b. Constructability (including actual and reasonable constructability in light of County's objective to secure a completed Project with the lowest reasonable construction costs);
3. Construction Documents Phase: The Consultant shall complete the Construction Documents Phase within 60 calendar days after receipt of County's written authorization to proceed with Construction Documents Phase, exclusive of time for reviews by County unless otherwise agreed to by the County.

4. Bid Phase: The Consultant shall complete the tasks required under the Bid Phase within 45 calendar days after receipt of County's written authorization to proceed unless otherwise agreed to by the County.
5. Construction Administration Phase: The Consultant shall provide services during the Construction Administration Phase, initiating at the Pre-construction Conference, for a period of 120 calendar days through completion and acceptance of the project by the County Board of Supervisors (unless construction delays are the result of the bid documents as provided by the Consultant). Should the time for construction exceed 4 months, the Consultant's services beyond that time will be compensated for under the Additional Services Clause of this contract if the delay is through no fault of the Consultant.
6. Review Corrections and Approval: The above phase time period are exclusive of the review, correction, and approval times specified herein under each phase.
7. Time: Time is of the essence for this agreement. The Consultant shall comply with all response times or schedules specified in this Contract and in the project manual/specification or as agreed to by the County.

B. BASIC CONSULTANTURAL SERVICES OF CONSULTANT

1. Services in General: The Consultant will be a team consisting of the Engineer of Record and its consultants. The Consultant shall have overall responsibility and shall:
 - a. Consult as necessary with authorized employees, agencies, and/or representatives of County, including the Project/Construction Manager, relative to the design and major categories at work.
 - b. Cooperate with other professionals employed by County in the design of other work related to the Project.
 - c. Contract for or employ at Consultant's expense (and approval by the County for which approval shall not be unreasonably withheld) subconsultants to the extent and as needed within the Standard of Care. This paragraph shall not create an obligation or contractual relation between County and any subconsultants retained by the Consultant under the terms of this agreement. Said subconsultants shall, so long as their performance continues to be acceptable to the County, remain in charge of their scope of work for the project through completion of services provided in this agreement.
 - d. Assist County in fulfilling normal requirements set forth by appropriate authorities concerning the design, cost, and construction of the Project.

- e. All travel and related costs required to perform the service for the Consultant and its subconsultants will be included as an Other Direct Cost in each phase unless outside of the greater Stanislaus County area.
- f. Provide Contract Documents including alternates, allowances, and options as specified by the County.
- g. The Consultant will provide their minutes of all meetings attended by the Consultant regarding the Project within five days from the meeting.

2. Criteria

- a. The Project shall be developed and designed in accordance with the latest issue of applicable codes, laws, regulations, and professional standards in effect as of the date of approval of the authorities having jurisdiction.
- b. Consultant shall not, unless otherwise permitted in writing by County, propose or recommend any design that has the effect of shifting design responsibilities from Consultant to a contractor, through performance specifications or any other means unless otherwise agreed to in writing by the County. Performance specification will be allowed only when necessary to preclude single vendor sources.
- c. Consultant shall not, unless otherwise permitted in writing by the County, specify unique, untested, proprietary or sole source equipment, systems or materials. Whenever proprietary or sole source design or equipment is used, the Consultant's design will allow for periodic maintenance and replacement of parts, equipment or systems, to be performed normally and without excessive cost or time.
- d. Consultant's design shall provide that surfaces, fixtures and equipment are readily accessible for maintenance, repair or replacement by ladders, power lifts, cat walks, and the like without exceeding the design loads of the floors, roofs, ceilings, and that such access shall be in conformance with Cal OSHA.

3 Scope

- a. Basic Services shall include all the services and activities specified below in Schematic Phase, Construction Document Phase, Bidding Phase, and Construction Administration Phase, and warranty work.
- b. Performance of services will require Consultant to work with, meet with, and attend meetings with County staff, tenants, with other governmental agencies, with Contractors, and with such other consultants as Consultant determines necessary, to the extent reasonably necessary for the design and construction of the Project and performance of Consultant's duties under this Agreement

(including, but not limited to, Consultant's express duties of coordination with other consultants).

- c. Work performed by Consultant shall conform to the requirements of the California Business and Professions Code. As referenced in Section 6703.1 of such Code, "Responsible Charge" for the work shall be with a Registered Consultant, Civil Engineer, Structural Engineer, Mechanical Engineer, and Electrical Engineer Licensed by the State of California.
- d. Consultant shall provide to County professional engineering services in all phases of the Project to which this Agreement applies. Services will include providing all professional engineering and consultant services necessary to perform the Work.
- e. Consultant shall have adequate personnel, facilities, equipment and supplies to complete the work. Consultant shall provide all materials to complete the required work.
- f. Consultant shall engage those specialty Subconsultants, as necessary for proper completion of the Work, at the sole expense of Consultant. Consultant's contracts with its Subconsultants (and their contracts with their Subconsultants) shall incorporate this contract by reference to the extent not inconsistent with the Subconsultant's scope of work. County shall have the right to approve specialty Subconsultants engaged by Consultant as well as their form of contract, which approval shall not be unreasonably withheld.
- g. Consultant shall require each of its Subconsultants to execute agreements containing insurance and indemnity provisions coextensive with those in this Agreement and which will indemnify and hold County harmless from errors or omissions of the subconsultants.
- h. Consultant, or where appropriate, their subconsulting engineers shall review and visually verify as-built and as-designed information supplied by the County concerning existing structures, facilities and utilities, and determine if such information is sufficient to use in connection with the phases of the Consultants Work and to be made available to Bidders and the Construction Contract. Consultant, and where appropriate, their consulting engineers, shall not be responsible nor liable for the accuracy of such information provided by the County.
- i. The Consultant shall make any required corrections or revisions to reports, drawings or specifications which are a result of any errors or omissions by Consultant, at no additional cost to the County.
- j. Consultant shall provide to the County a written list of governmental regulations, licenses, permits, and any other type of applicable restriction and associated

requirements for the completion of the Work and its incorporation into the Project.

4. Coordination of Consultant and Engineering Subconsultants/Other Consultants.

- a. Consultant shall coordinate design, Engineering work, Sub Consultant and engineering disciplines involved in completing the Work. The objective of this coordination shall be the development of a complete comprehensive and workable design in which the work of Consultant plus each Subconsultant interfaces well and is properly coordinated, sound and well engineered, with details that work together with regard to all affected disciplines.
- b. Consultant shall require the subconsultants to agree in their subcontracts to coordinate with Consultant and other subconsultants.
- c. Consultant shall conduct design coordination meetings with all subconsultants employed by Consultant.

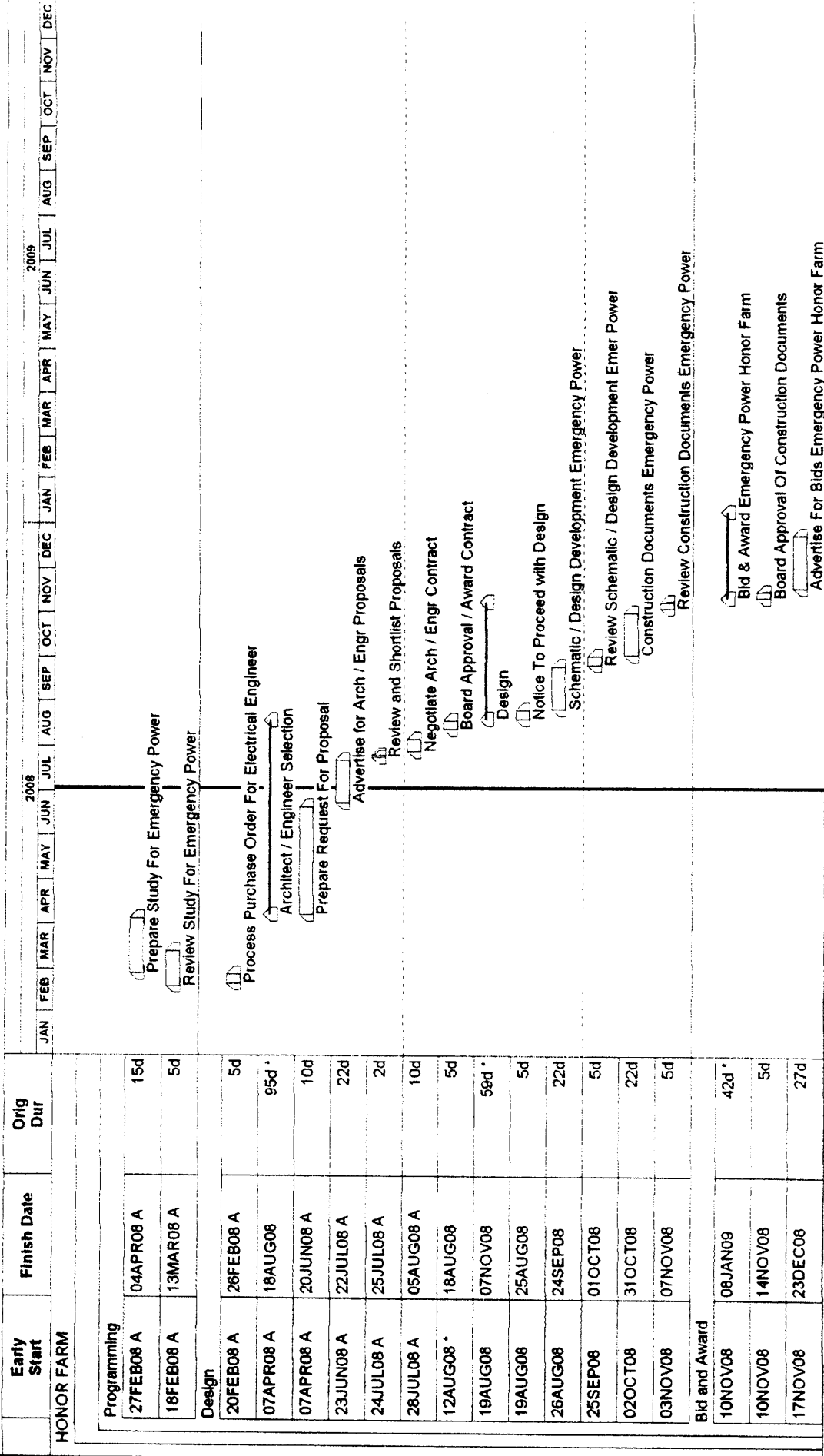
END OF APPENDIX A

APPENDIX B

Honor Farm Emergency Power
Attachment B

Print Date 05AUG08

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Stanislaus County Capital Projects

Start date	15OCT07	Early bar	Critical bar
Finish date	16AUG12	Early start point	Summary bar
Data date	03JUL08	Early finish point	Start milestone point
Run date	05AUG08	Progress bar	Finish milestone point
Page number	1A		

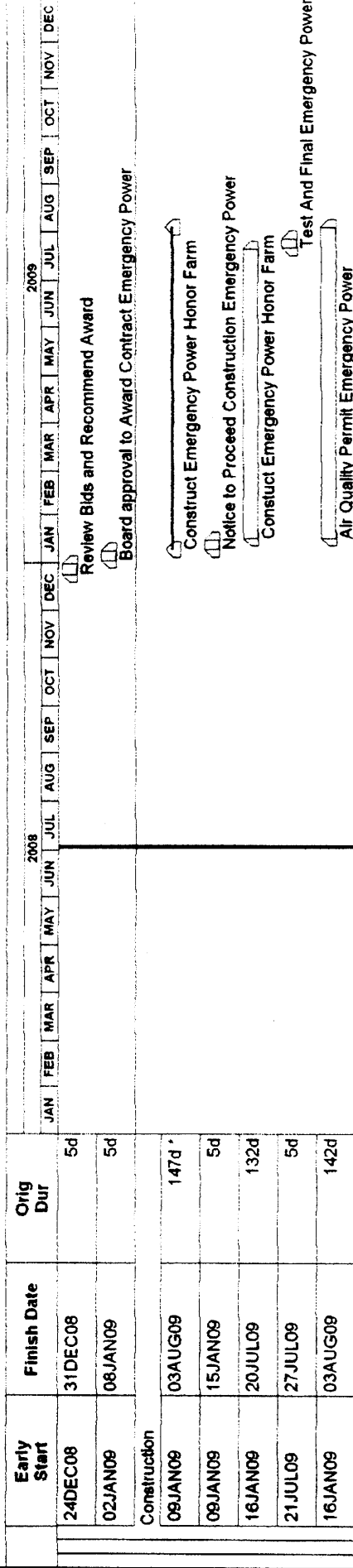
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APPENDIX B

Honor Farm Emergency Power
Attachment B

Print Date 05AUG08

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Start date	15OCT07
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Stanislaus County Capital Projects

	Early bar		Critical bar
	Early start point		Summary bar
	Early finish point		Start milestone point
	Progress bar		Finish milestone point

APPENDIX C- COMPENSATION

This is an appendix attached to, and made a part of, the Professional Services Agreement dated August 26, 2008 (“**Agreement**”) between STANISLAUS COUNTY (“**County**”) and Miller-Pezzoni and Associates, Inc. (“**Consultant**”), for the provision of professional services (“**Services**”).

1. CONSTRUCTION BUDGET. The construction budget, which is subject to revision by the County during the Design, is based on the preliminary conceptual estimate developed by the County or the revised estimate developed as part of the final scope from Phase 1, the Bridging Design, of this contract.
 - 1.1. The total construction budget (excluding hazardous materials abatement, FF&E, and contingencies), estimated to the midpoint of construction, is \$339,500.
 - 1.2. The County may, in its sole discretion, add to or reduce by 5% the total construction budget during the Design at no change in fee.
 - 1.3. A construction budget increase over and above five percent (5%) will result in a negotiation for a proposed fee increase for that amount above the 5%.

2. COMPENSATION TO THE CONSULTANT. Consultant shall be compensated on a lump sum basis for work performed completing each task or item of work under this agreement including all labor and other direct costs, not to exceed the amount listed below for each task or item of work, unless amended by the County. The County expressly reserves the right to deny any payment or reimbursement requested by the Architect which is in excess of the contract limit, unless such payment is approved by the County as an Additional Service, as set forth below. The total compensation for all tasks or items of work shall not exceed Twenty-Nine Thousand Six Hundred Dollars (\$29,600)

2.1 Phase 1, Schematic and Design Development Basic Services and ODC's:	\$8,880
2.2 Phase 2, Construction Documents Basic Services and ODC's	\$13,320
2.3 Phase 3, Building Department Review Basic Services and ODC's	\$1,480
2.4 Phase 4, Bid & Award Basic Services and ODC's	\$1,480
2.5 Phase 5, Construction Administration Basic Services and ODC's	\$4,440
TOTAL NOT TO EXCEED	\$29,600

3. PAYMENT:
 - 3.1 For work completed and upon submittal of monthly invoice statements in duplicate, the County shall pay the Consultant for services rendered in an amount not to exceed the phase totals set.
 - 3.2 Invoices shall be submitted for progress payment not more than once each month unless otherwise approved by the County. Progress payments shall be based on the percentage

of services completed through the end of the billing period.

- 3.3 When submitting invoices, Consultant shall provide an updated schedule that will be the basis of payment and that will certify that the percentages claimed are true and accurate representations of Consultant's progress to date, and that notwithstanding such percentages or the payment therefore, Consultant remains fully responsible for satisfactorily completing all Services. County may adjust any progress payment so that it corresponds with the percentage of completion as determined by County. Adjustment of any progress payment will be reasonably negotiated with Consultant.
- 3.4 Consultant shall provide copies of all Subconsultant Agreements to County as the Agreements are finalized and executed between the Consultant and Subconsultant.
- 3.5 Consultant and/or its Subconsultants shall not provide services to the Construction Contractor or any Subcontractor under separate agreement for any part of this Project.
4. NOTICE TO PROCEED. The Consultant shall not commence work until a Notice to Proceed is issued by the County. The County has no obligation to issue Notices to Proceed for all phases. If the project is delayed or suspended for a phase beyond 30 days, termination may be mutually agreed to by the parties.
5. This agreement shall not be considered as giving exclusive authority to the Consultant for performing all services pertaining to the design and/or construction of the project. The County may perform or may not perform, or have this work herein performed by others.
6. Prior to release of retention and/or final payment pursuant to this Agreement, or prior to settlement upon termination of this Agreement, and as a condition precedent thereof, Consultant shall execute and deliver to Owner a Conditional Release of all Fee Claims arising pursuant to or by virtue of this Agreement, other than such claims, if any, as may be specifically excepted from the operation of the Release for reasons and in amounts set forth therein.
7. For purposes of changes in services, hourly rates will be submitted for approval for each staff member of the Consultant, and the Consultants Subconsultant's with a resume that justifies the level of proposed rates. These rates will apply to base and extra services. The County has the right if it deems necessary to audit the actual records. Rates will be based on salary, a reasonable audited overhead rate, and a profit of no more than 10%. (Note: Marketing will not be included in the overhead.)

Principal Engineer	\$180.00 Per Hour
Associate Engineer	\$140.00 Per Hour
Assistant Engineer	\$80.00 Per Hour
Cad Operator	\$65.00 Per Hour
Technician	\$70.00 Per Hour
Clerical	\$50.00 Per Hour

END OF APPENDIX C