

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

DEPT: Chief Executive Office

BOARD AGENDA # B-18

Urgent

Routine

AGENDA DATE May 24, 2011

CEO Concurs with Recommendation YES NO
(Information Attached)

4/5 Vote Required YES NO

SUBJECT:

Approval to Update the Public Safety Center Master Plan, Initiate Design for the Development of Plans and Specifications for the Replacement of Lost Jail Beds from the June, 2010 Honor Farm Fire and Related Actions Including Recommended Budget Adjustments

STAFF RECOMMENDATIONS:

1. Approve actions related to updating the County's Public Safety Center Master Plan and authorize the Project Manager to negotiate and execute Amendment No. 2 with Crout & Sida Criminal Justice Consultants, Inc. to update the plan, and related jail detention matters at a cost not to exceed \$28,200.
2. Approve the initiation of design for the development of plans and specifications for the replacement of jail beds lost in the June, 2010 Honor Farm fire by approving a sole source contract for professional architectural design services to Lionakis, Inc. of Sacramento, California for the lump sum amount not to exceed \$128,130 for the first phase of design.

(Continued on Page 2)

FISCAL IMPACT:

This series of actions will initiate reworking the County's Public Safety Center Master Plan as well as initiating design for the construction of replacement jail beds lost in the June, 2010 Honor Farm fire. Also included are recommendations to transfer insurance proceeds to county budgets for expenses related directly to the June, 2010 fire. All of these actions are funded from dedicated, non-general fund sources including previously approved Public Facility Fees and insurance proceeds.

(Continued on Page 2)

BOARD ACTION AS FOLLOWS:

No. 2011-328

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

and approved by the following vote,

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

Noes: Supervisors: None

Excused or Absent: Supervisors: None

Abstaining: Supervisor: None

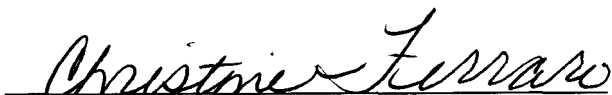
1) X Approved as recommended

2) _____ Denied

3) _____ Approved as amended

4) _____ Other:

MOTION:



ATTEST: CHRISTINE FERRARO TALLMAN, Clerk

File No.

Approval to Update the Public Safety Center Master Plan, Initiate Design for the Development of Plans and Specifications for the Replacement of Lost Jail Beds from the June, 2010 Honor Farm Fire and Related Actions Including Recommended Budget Adjustments

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STAFF RECOMMENDATIONS: (Continued)

3. Authorize the Project Manager to issue a Notice to Proceed with Schematic Design of the Honor Farm Replacement Beds Project, contingent upon receipt of proper insurance.
4. Authorize the Project Manager to negotiate and execute contracts and work authorizations necessary to manage the schematic design phase including construction management, professional services, and other related project costs consistent with the approved project budget.
5. Authorize the Auditor-Controller to establish a Special Revenue interest bearing fund to record insurance proceeds for the construction of a replacement facility for lost jail beds due to the fire that destroyed Honor Farm Barracks 1 and 2.
6. Direct the Auditor-Controller to increase appropriations and estimated revenue \$355,232 in the Capital Project fund as detailed in the attached Budget Journal form to fund the first phase of design.
7. Direct the Auditor-Controller to transfer cash from the Special Revenue interest bearing fund from insurance proceeds and increase estimated revenue to reimburse departments for expenditures that were incurred in Fiscal Year 10-11 related to securing, demolishing and the insurance coverage phase due to the fire that destroyed Honor Farm Barracks 1 and 2 to as detailed in the Attached Budget Journal form.

FISCAL IMPACT: (Continued)

On June 3, 2008, the Board of Supervisors approved entering into a contract agreement with Crout & Sida Criminal Justice Consultants, Inc., in association with Rosser International, for architectural programming services for the Public Safety Center Jail Expansion Project for the lump sum amount not to exceed \$128,670.

On June 9, 2009, the Board of Supervisors approved Amendment No. 1 to the contract with Crout and Sida Criminal Justice Consultants, Inc. at a cost not to exceed \$12,000 to evaluate staff shift patterns and processes used by Sheriff's Adult Detention Division. With the Board's approval of Amendment No. 1, the contract increased from \$128,670 to \$140,670 as outlined in the chart below:

Crout and Sida Contract Approved June 9, 2009		Amount
Architectural Programming		\$128,670
Amendment No. 1		\$12,000
Total		\$140,670

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Since that time, use, availability and future plans for detention facilities has significantly changed, including significant reductions in discretionary revenue that forced staffing reductions in the Sheriff's budget, the fire that destroyed Honor Farm Barrack's 1 and 2 which resulted in the loss of jail bed space; the anticipated impacts associated with Public Safety Realignment including Assembly Bill (AB) AB 109 and AB 111; as well as potential opportunities to partner with other public agencies..

At this time, staff recommends that the Board of Supervisors approve Amendment No. 2 to the contract with Crout and Sida Criminal Justice Consultants, Inc. at a cost not to exceed \$28,200. Approval of this amendment will increase the contract with Crout and Sida Criminal Justice Consultant's from \$140,670 to \$168,870 to update the Public Safety Center Expansion Operational and Architectural Program and Site Master Plan.

Crout and Sida Contract Contract May 23, 2011	Recommended Amount
Architectural Programming	\$128,670
Amendment No. 1	\$12,000
Amendment No. 2	\$28,200
Total	\$168,870

Replacement Facility/Schematic Design

On June 26, 2010, a fire erupted at the Stanislaus County Sheriff's Honor Farm completely destroying Barracks 1 and 2 and all of its contents. On July 13, 2010, the Board of Supervisors approved a Declaration of Emergency as a first step toward the clean-up of fire debris and the replacement of the lost beds to be covered by the County's insurance. At that time, the Board of Supervisors also authorized the Chief Executive Officer or his designee to begin negotiations with the County's Insurer to settle the claim for the lost facility at the Stanislaus County Sheriff's Honor Farm, and authorized the Chief Executive Office - Risk Management Division to negotiate an advance partial proof of loss payment to fund initial project costs to ensure the safety and security of the site and to aid in the demolition, planning, and design services for a replacement facility.

On April 5, 2011, the Board approved to accept the final update on the immediate action plan and to end the emergency declaration. Since that time, the County and the Insurer have resolved the claim of loss and proceeds will be available to construct the replacement facilities.

Design/Construction of a New Replacement Facility

The fire that destroyed Honor Farm Barracks 1 and 2 created a significant loss of available jail beds to house inmates in Stanislaus County. On July 13, 2010, the Board of Supervisors authorized the Chief Executive Officer to contract for professional

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architectural design services with Lionakis, Inc. of Sacramento, California to assist the County with evaluating replacement options at both the Honor Farm and the County's Public Safety Center (PSC). Lionakis, Inc., a firm with extensive experience and knowledge in the design of detention facilities that must meet current construction standards as defined by the California Standards Authority (CSA), Title 15 and Title 24 codes for detention facilities, and the American with Disabilities Act (ADA), was selected to provide these services on an emergency basis due to the immediate need to replace the destroyed Honor Farm Barracks and due to the immediate need to provide necessary data to the County's insurance provider in order to facilitate resolution of the loss.

At this time, County staff seeks authorization to approve the facility replacement design contract to Lionakis, on a sole source basis for the following reasons:

- Immediacy: there continues to be an urgent need to immediately commence replacement of the destroyed barracks;
- Impracticability: delays resulting from competitive solicitation are not acceptable and delays resulting from other methods of solicitation are not bearable;
- Legitimacy: Lionakis' track record of successfully navigating CSA, ADA, and other regulatory requirements for inmate housing supports such a non-competition of sources in this situation;
- Unicity: Lionakis possesses specialized expertise and ability to provide a unique service to the County based on its history of analysis and negotiation concerning this specific facility, the types of inmates to be housed, and the applicable regulations;
- Competitive advantage: Based on research by County staff, Lionakis' rates are reasonable and consistent with market rates. Moreover, the County has negotiated a competitive contract with Lionakis. Lionakis' design fee rate proposed for the barracks replacement is 11.5%, \$966,000 on \$8,420,500. According to the Means Pricing Guide, a nationally known manual for Construction Cost Data, design fees should range between 11% to 13%; and
- Exigency: It is in the best interest of the County, e.g., administrative cost savings, excessive learning curve for a new consultant, to proceed with this sole source procurement with Lionakis.

Time is of the essence, as it will take a minimum of three years to replace the lost beds. For all of these reasons, selection of the Lionakis design firm is in the best interest of the County. Sole source procurement in this instance is in the best interest of the County. At this time, staff is requesting the Board of Supervisors approve to contract with Lionakis, Inc. of Sacramento and Modesto, California for the lump sum amount not to exceed \$128,130 the first phase of the design. The total architectural contract for all phases is estimated not to exceed \$966,000. These costs as well as the replacement facilities will be funded from insurance proceeds.

Approval to Update the Public Safety Center Master Plan, Initiate Design for the Development of Plans and Specifications for the Replacement of Lost Jail Beds from the June, 2010 Honor Farm Fire and Related Actions Including Recommended Budget Adjustments

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Budget Actions

Staff will return to the Board of Supervisors with a detailed cost estimate at the end of schematic design.

At this time, staff is recommending the Board of Supervisors approve the following actions: 1.) Authorize the Auditor-Controller to establish a Special Revenue interest bearing fund from the insurance proceeds for the construction of a replacement facility and for lost jail beds; 2) Direct the Auditor-Controller to increase appropriations and estimated revenue \$355,232 in the Capital Project fund as detailed in the attached Budget Journal form to fund the first phase of design; and 3) Direct the Auditor-Controller to transfer cash from the Special Revenue interest bearing fund to record proceeds and increase estimated revenue to reimburse departments for expenditures that were incurred in Fiscal Year 10-11 related to securing, demolishing and the insurance recovery phase due to the fire that destroyed Honor Farm Barracks 1 and 2 as detailed in the attached Budget Journal form.

The total cost of the schematic phase is \$355,232 as outlined in the sources and uses chart below:

Recommended Sources and Uses 05/24/11

Schematic Design Replacement Facility Sources		<i>Amount</i>
Proceeds		\$355,232
Total		\$355,232

Schematic Design Replacment Facility Uses		<i>Amount</i>
Services and Supplies: Printing, Publications, Legal Services, Environmental Impact, Geotechnical Services		\$143,372
Architectural Design Services		\$128,130
Construction Management Services		\$45,930
Sheriff Transition Staff		\$37,800
Total		\$355,232

Future funding decisions will be brought to the Board of Supervisors at each phase of the project for approval prior to proceeding to the next phase of the project.

DISCUSSION:

Significant changes are anticipated to impact the needs for detention beds and the plan for their development now and into the future. The Board of Supervisors authorized an update to the Public Safety Center Needs Assessment and Master Plan on June 3, 2008. Since then, several conditions have changed:

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- 1) The Sheriff's Office has reduced staffing due to budget limitations, resulting in closure of housing units at the Minimum Security Housing unit at the Public Safety Center and reducing the population in custody at the Honor Farm;
- 2) A fire completely destroyed Barracks #1 and #2 at the Honor Farm, resulting in the loss of 172 beds on June 26, 2010. The loss of about half of the Honor Farm's capacity puts into question the viability and efficiency of retaining the Honor Farm's remote operations versus consolidation of the Honor Farm capacity at the Public Safety Center as envisioned in the original Public Safety Center Master Plan;
- 3) The Sheriff continues to explore opportunities to use currently closed capacity in the Public Safety Center for holding of inmates based on Intergovernmental Service Agreements and enabling continued employment of detention staffing needed by the Sheriff's office in the future, but reduced at current due to budgetary limitations;
- 4) The Men's Jail in downtown Modesto continues to experience expensive physical deterioration. The value of the current location is further eroded by the proposed relocation of the Superior Courthouse by the State Administrative Office of the Courts to a new site in downtown Modesto, whereby severing of the direct secure pedestrian connection between the Jail and Courts will require additional vehicular transportation of inmates in the future; and
- 5) Growth in the projected inmate population and the need for an increased level of security to safely accommodate the projected inmate population was a factor in the update to the Master Plan. This increased inmate population projection and security level is exacerbated by the State's proposed realignment and reduction of the State prison population by shifting responsibility to the County.

The Public Safety Center Master Plan update requires modification to account for these factors and to allow for immediate development of lost capacity due to the Honor Farm fire. Staff is confident that both the Honor Farm Replacement Facility and the Public Safety Center Master Plan efforts can and should be conducted concurrently.

Master Planning Efforts for a New Jail Detention Era

As part of Fiscal Year 2005-2006 Budget, the Board of Supervisors authorized the staff to begin the needs assessment process and update the Jail Facilities Master Plan and other law enforcement related facilities, including law enforcement related services. The Needs Assessment projects facility needs well into the future. Jail facilities and the associated operational costs are County General Fund obligations. On June 26, 2007, the Board of Supervisors accepted the Updated Public Safety Center Jail Needs Assessment and Public Safety Services Master Plan prepared by TRG Consulting. At that time, the Board of Supervisors also authorized staff to develop an overall implementation strategy which included the development of phasing options, funding

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options, and professional programming services, which included the expansion of the Stanislaus County Public Safety Center. The report outlined the current and future facility, staffing and operational needs and cost estimates for expanded jail and law enforcement facilities at the County's Public Safety Center and future replacement of the Men's Jail and Honor Farm. The plan also outlined future jail expansion beyond 2010 and future closure of the Honor Farm and Downtown Jail.

On March 4, 2008, the Board of Supervisors approved to proceed with the Public Safety Center Expansion Project, which included initiating an Environmental Review, and establishing a new Public Safety Center Capital Project budget of \$2 million.

On June 3, 2008, the Board approved a contract with Crout and Sida Criminal Justice Consultants, Inc. at a cost not to exceed \$128,670 for the architectural programming services for the Public Safety Center Jail Expansion Project. This recommendation was consistent with the updated Public Safety Center Needs Assessment and Master Plan approved by the Board on June 26, 2007. On June 9, 2009, the Board of Supervisors approved Amendment No. 1 to the contract with Crout and Sida Criminal Justice Consultants, Inc. at a cost not to exceed \$12,000 to evaluate staff shift patterns and processes used by Sheriff's Adult Detention Division. With the Board's approval of Amendment No. 1, the contract increased from \$128,670 to \$140,670.

At this time, staff recommends that the Board of Supervisors approve Amendment No. 2 to the contract with Crout and Sida Criminal Justice Consultants, Inc to update the Public Safety Center Expansion Operational and Architectural Program and Site Master Plan. The update will include the consideration of the following additional factors in the Master Plan:

1. Update the Master Plan for the siting of the replacement facilities from the Honor Farm fire fits within the overall future expansion plan.
2. Compare and contrast bed spacing needs detailed in the 1988 Needs Assessment and Master Plan completed by Kitchell, with the 2008 Public Safety Center Expansion Operational and Architectural Program and Site Master Plan to confirm bed spacing needs into the future; and
3. Analyze recent legislative and funding changes to determine the impacts these may have on the 2008 Public Safety Center Expansion Operational and Architectural Program and Site Master Plan completed by Crout and Sida.

The Master Plan update will consider the immediate need to replace the lost inmate housing capacity at the Honor Farm concurrent with Schematic Design of the Replacement Facility; changes to the projected number of inmates resulting in re-consideration of the timing or phasing of additional jail capacity; consideration of the timing or phasing of additional needs to replace capacity at the remaining Honor Farm facilities and the downtown Men's Jail; and the impact of the revised phasing of these

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additional housing needs on administrative, support and security facilities at the Public Safety Center.

The State of California has proposed significant changes to the State corrections system to reduce overpopulation in State prisons. The State is under judicial mandate to reduce overcrowding in State prisons in *Coleman v. State of California* in the U.S. District Court. The State has proposed a reduction in State inmate housing by reducing the acceptance of inmates from County jails to the State prison system to only inmates sentenced to 36 months or more. Several bills have recently been passed at the State, including Assembly Bill 109 redirecting inmate sentencing procedures, and Assembly Bill 111 which would provide a funding mechanism for local detention facilities which will impact the County's Public Safety Center Master Plan.

The amendment of Crout and Sida Criminal Justice Consultants, Inc. contract will provide the needed modifications of the Public Safety Center Master Plan for consideration by the Board of Supervisors, and will provide a basis for planning the siting of the Honor Farm Replacement Beds Project at the Public Safety Center.

Upon completion of the additional analysis, Chief Executive Office, Capital Projects and Sheriff Department staff will return to the Board of Supervisors to provide a comprehensive and detailed programming phase report for space requirements by type and function as well as staffing requirements for future planning efforts associated with master planning efforts.

Replacement Facility- Schematic Design Phase

A fire completely destroyed Barracks #1 and #2 at the Honor Farm on June 26, 2010 resulting in a total loss of the building and contents. At the time of the fire, 86 inmates were held at the Honor Farm; but a capacity of 172 beds was lost as a result of the fire. On April 5, 2011, the Board approved to accept the final update on the immediate action plan and to end the emergency declaration.

The Stanislaus County Men's Honor Farm, located at 8224 West Grayson Road, Modesto, California, was originally constructed in the late 1960's with (4) 86-bed housing units and is one of three detention facilities managed by the Sheriff's Department. The classification type of the inmate housed at the Honor Farm has changed significantly over the past fifty years. The Honor Farm is currently classified by the Correctional Standards Authority (CSA) as a Type II facility, which is defined as a detention facility used for the detention of persons pending arraignment, during trial, and upon sentence of commitment. Inmates currently being detained at the Honor Farm today would not have been considered as an acceptable classification type for the Honor Farm at the time of the original 1989 Master Plan Implementation Architectural Program completed by Stone, Marraccini, Patterson/The Design Partnership. The classification type of inmate currently being housed at the Honor Farm will have a direct effect on the type of replacement facility to be considered for reconstruction and the siting of the facility.

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Professionally developed studies completed in February 1988 by Kitchell, *Stanislaus County Jail Needs Assessment and Master Plan*, and 1989 by Stone, Marraccini, Patterson/The Design Partnership, *Stanislaus County Master Plan Implementation/ Architectural Program* it was determined that Jail beds, system wide, should be consolidated at one central site. Both reports indicated that the Men's Jail in downtown Modesto and the Honor Farm on Grayson Road were in need of repair and would require closure.

At this time, staff is requesting the Board of Supervisors approve a contract for design services for the development of plans and specifications for the construction and siting of a replacement facility and for lost jail beds at the County's Public Safety Center. Staff will return to the Board of Supervisors at the completion of the schematic design phase prior to proceeding to the design development phase of the project.

Lionakis, Inc. was selected to provide architectural services for the County's Juvenile Commitment Center project by the Board of Supervisors on January 12, 2010. After the June, 2010 fire destroyed Barracks #1 and #2, Lionakis, Inc. was asked to assist the County and Insurer in an emergency action to assess the need and cost for replacing the lost Honor Farm capacity. Lionakis, Inc. conducted a thorough evaluation of the needs, including development of conceptual studies and review with County staff and with the State Department of Corrections and Rehabilitation and the Corrections Standards Authority relative to the Replacement Project

Despite the significant budget challenges, the detention facility needs are significant, both in terms of replacing the beds lost in the fire as well as considering expansion needs for adult detention facilities as well as replacement of aging facilities. Jail design and construction efforts are time consuming and complex. It is critical, in light of these conditions, changes in State law and the other factors described in this report, that planning and design on replacement and expanded facilities begin immediately.

Finally, budget adjustments are recommended to reimburse the several County departments that incurred expenses from the fire loss at the Honor Farm. These expenses include staff time, security fencing, safety, and other losses and are covered by the County's Insurance Policy.

POLICY ISSUES:

Approval of this action supports the Board's priority of A Safe Community and the Efficient Delivery of Public Services.

STAFFING IMPACT:

Existing Chief Executive Office - Capital Projects staff will manage this effort and coordinate with the Sheriff's Department in the procurement of services and to permit the conduct of essential County operations and services.

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CONTACT:

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

County of Stanislaus: Auditor-Controller Legal Budget Journal

Database
Set of Books

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

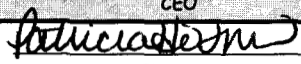
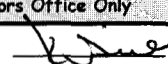
Balance Type	Budget
Category	* List - Text Budget - Upload
Source	* List - Text CEO MEL
Currency	* List - Text USD
Budget Name	List - Text LEGAL BUDGET
Batch Name	Text
Journal Name	Text JV CEO CP000013
Journal Description	Text Transfer Proceeds, Initiate Schematic Design, Master Planning Jails
Journal 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	Upper case MMM-YY		
4	7	5	7	6	6	5							
	1680	0016126	85850	0000000	000000	000000	000000	355232				MAY-11	Inc Op Trans Out IB Spec
	2075	0061135	46600	0000000	000000	000000	000000			355232		MAY-11	Inc Op Trans In Cap Proj Fund
	2075	0061135	62400	0000000	000000	000000	000000	25122				MAY-11	MISC. EXPENSE
	2075	0061135	62470	0000000	000000	000000	000000	2000				MAY-11	STATE REVIEWS,
	2075	0061135	62600	0000000	000000	000000	000000	500				MAY-11	OFFICE SUPPLIES
	2075	0061135	63400	0000000	000000	000000	000000	750				MAY-11	ENGINEERING SVC
	2075	0061135	63640	0000000	000000	000000	000000	50000				MAY-11	LEGAL FEES
	2075	0061135	64220	0000000	000000	000000	000000	128130				MAY-11	ARCH & ENGR FEE
	2075	0061135	64600	0000000	000000	000000	000000	45930				MAY-11	CONSTR. MGR
	2075	0061135	64631	0000000	000000	000000	000000	15000				MAY-11	GEOTECHNICAL SVC
	2075	0061135	66020	0000000	000000	000000	000000	50000				MAY-11	ENVIRONMENTAL
	2075	0061135	73580	0000000	000000	000000	000000	37800				MAY-11	TRANSITION STAFF
	1680	0016126	85850	0000000	000000	000000	000000	205989				MAY-11	Inc Op Trans Out IB Spec
	0100	0016031	46600	0000000	000000	000000	000000			155376		MAY-11	Inc Op Trans In from Proc
	0100	0028310	46600	0000000	000000	000000	000000			21197		MAY-11	Inc Op Trans In from Proc
	0100	0043110	46600	0000000	000000	000000	000000			9392		MAY-11	Inc Op Trans In from Proc
	0100	0015610	46600	0000000	000000	000000	000000			13839		MAY-11	Inc Op Trans In from Proc
	5051	0018051	46600	0000000	000000	000000	000000			1185		MAY-12	Inc Op Trans In from Proc
	0100	0022100	46600	0000000	000000	000000	000000			5000		MAY-11	Inc Op Trans In from Proc
	2027	0061124	64600	0000000	000000	000000	000000			28200		MAY-11	Dec CM Services
	2027	0061124	63120	0000000	000000	000000	000000	28200				MAY-11	Inc Programming Mstr Plan

Totals: 944653 589421

Explanation: Record proceeds in the Int Bearing Special Revenue Fund; Trans out of Int Bearing Spec Rev

to Capital Project Fund, establish Cap Proj Schematic Design Phase budget; Trans c transf out cash to reimburse expenditures for department during demo

Requesting Department	CEO	Data Entry	Auditors Office Only
Mark E. Loeser			
Signature	Signature	Keyed by	Prepared By
5/16/11	5/17/11		
Date	Date	Date	Date

PROFESSIONAL SERVICES AGREEMENT

This Agreement for **Professional Services** is made and entered into by and between the **County of Stanislaus** ("County") and **Lionakis** ("Consultant"), on May 24, 2011.

Introduction

WHEREAS, the County has a need for professional services relating to the ARCHITECTURAL DESIGN of the **Honor Farm Barracks 1 & 2 Replacement**; 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 Services: The Consultant shall furnish to the County upon execution of this Agreement or receipt of the County's written authorization to proceed, such those services and work set forth in **Appendix A (Scope of Work)** which is attached hereto and, by this reference, made a part hereof, as are approved by County on a phase by phase basis.

1.2 Ownership of Records: Documents and drawings shall consist of all documents, original and reproducible tracings, plans and specifications, calculations, sketches, electronic data, and renderings prepared by or under the direction and control of the Consultant ("A-E Documents"). These A-E Documents and copyright shall be the property of the County. The Consultant may retain copies of A-E Documents for its records. County agrees to indemnify, defend and hold Consultant harmless from and against any claims, costs, losses and damages resulting from the County's reuse or misuse of such documents. The County acknowledges that this provision shall not be construed so as to preclude the consultant from future use of standard construction details and specifications which are common to the profession and not unique to the project.

1.3 Schedule: Services and work provided by the Consultant under this Agreement will be performed in a timely manner in accordance with the provisions of paragraph 2, schedule of services and scheduling Appendix A, and with the Master Schedule set forth in **Appendix B (Schedule)**.

1.4 Laws: 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 avers 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 Subconsultants: 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 Total Compensation: The total compensation to the Consultant for each optional phase shall be calculated on a lump sum basis. Payment shall be made as specified in section 2.3. Architect shall submit monthly statements.

Option 1, Schematic Design Option including Basic Services and ODC's:	\$ 128,130
Option 2, Design Development Option including Basic Services and ODC's:	\$ 265,920
Option 3, Construction Documents Option including Basic Services and ODC's:	\$ 328,720
Option 4, Bid Option including Basic Services and ODC's:	\$ 27,530
Option 5, Construction Administration Option including Basic Services and ODC's:	\$ <u>215,700</u>
TOTAL ALL FIVE PHASES	\$ 966,000

2.2 Additional Compensation: 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, other than those set forth above as the lump sum payment for each approved phase, 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 Monthly Statements: Consultant shall provide 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 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.

2.3.1 Retention: County shall pay the Consultant for services rendered in an amount not to exceed the option totals set forth in Section 2.1, less 10% retention. County and Consultant may enter into an escrow agreement in lieu of retention in accordance with the form set forth in Public Contract Code 22300. Retention withheld during the design optional phases one, two, and three shall be released upon acceptance of the construction documents by the Board of Supervisors. Retention withheld during the Bid Phase Option 4 and Construction Administration Option five shall be released upon substantial completion of the Project.

2.4 Tax Withholds: 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: 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.

3.1.1 Notice to Proceed: The Consultant shall not commence work on any phase until a Notice to Proceed for that phase is issued by the County. The County has no obligation to issue Notices to Proceed for all optional phases.

3.2 Default: 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 Termination by County: 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.

3.3.1 Termination for Delay: If the commencement of any phase is delayed or suspended, other than award of the General Construction Contract, beyond 60 days, after completion of the prior phase termination may be mutually agreed to by the parties. If the project is delayed or suspended for the award of the General Construction Contract, beyond 120 days, termination may be mutually agreed to by the parties.

3.4 Termination Upon Insolvency of Consultant: 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 **MAYNARD FEIST**, Associate Principal. 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 Coverage: 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, non-owned, leased or hired 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 Deductibles: 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 Additional Insureds: The Consultant shall obtain a specific endorsement to all required insurance policies, except Workers' Compensation insurance and Professional Liability insurance, naming the County of Stanislaus, Its Officers, Directors, Officials, Agents, Employees and Volunteers 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 non-owned, leased, or hired 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 Primary Insurance: 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 Failure to Comply with Reporting: 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 Insurance Shall Apply Separately: 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 30 Day Notice of Cancellation: Each insurance policy required by this section shall be endorsed to state that coverage shall not be canceled 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 Rating of Insurance Company: 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; except as otherwise expressly approved by the County.

7.9 Subconsultant Insurance: 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 Certificates Of Insurance: 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 Limits of Liability: 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 Indemnification: To the fullest extent allowed by law, Consultant shall defend,

indemnify, and hold harmless the County and its officers, agents, employees and representatives from and against any and all claims, suits, actions, losses, injuries, damages or expenses, including litigation costs and reasonable attorney's fees incurred, which are founded upon, arise out of, pertain to, or relate to, directly or indirectly, in whole or in part, the negligence, recklessness, or willful misconduct of consultant, its officers, agents, employees, volunteers, representatives, contractors and subcontractors, excluding, however, such liabilities to the extent caused by the negligence or willful misconduct of the County, its agents, employees, and representatives.

8.2 Consultants Obligation to Defend: 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 Limitations By Code 9607: 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 Independent Contractor: 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 Conduct as Independent Contractor: 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 Means of Performing Work: 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 Third Person Employment: 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 Services to Others: 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 W-2 Forms: 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 Claims By Third Parties: 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 Term of Maintenance: 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 Access to Writings: 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, sexual orientation, or sex. 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
 1010 10th Street, Suite 2300
 Modesto, CA 95354
 (209) 525-4380 (phone)
 (209) 525-4384 (fax)

To Consultant: **LIONAKIS**
 1919 Nineteenth Street
 Sacramento, CA 95811
 (916) 558-1900 (phone)
 (916) 558-1919 (fax)

15. Conflicts

Consultant represents and avers 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.

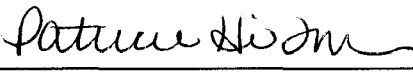
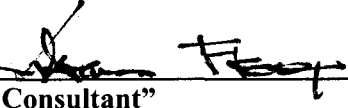
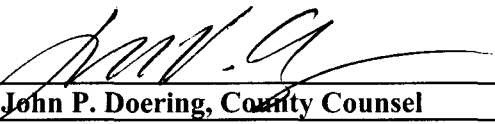
20. Construction

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></u> "County"	LIONAKIS By: <u></u> "Consultant"
APPROVED AS TO FORM: By: <u></u> John P. Doering, County Counsel	

APPENDIX A
SCOPE OF WORK

1. THE PROJECT DESCRIPTION

The project will be located in Modesto, California, on a larger parcel of county owned property presently referred to as the "Public Safety Center" (PSC). The project site identify for placement of the facility is the easterly portion of the campus adjacent to the existing women's dormitory housing facility. The established project construction budget is approximately \$8.42 million; reference Paragraph 3, Construction Budget. The currently identified project scope is as follows:

The replacement facility will primarily be of new construction, a secure Type II detention facility regulated by Title 24 of the California Code of Regulations to be used for the detention of persons pending arraignment during trial and upon a sentence of commitment with support spaces, and a renovation area of the existing pre-engineered metal building to accommodate public visitation.

The Type II detention structure shall provide between 172 -192 beds with 3 dormitory style housing units that are multi-tiered with representative dayrooms, bunk/sleeping areas, toilets, showers, janitor rooms, storage, and food pantry. The support spaces shall include a raised staff control area, medical screening, program room, interview space, staff restrooms, and utility rooms. The overall square footage is approximately 25,300 SF.

The renovation portion of the existing structure is approximately 1,200 square feet and primarily for public visitation. There will be site renovation to support additional parking, security concerns, fencing, and accessibility.

The facility will be constructed on a site that was initially planned for future expansion and the site infrastructure and utilities network can be accessed and expanded to serve the new housing facility.

Above noted scope is based on prior conceptual plans developed with County.

2. SCHEDULE OF SERVICE, AND SCHEDULING

2.1 Schedule

2.1.1 Consultant shall complete or cause to be completed all services required under this Agreement in accordance with the approved Master Schedule, prepared by the Architect and reviewed by the County.

2.1.2 For each optional phase of the Work under this Agreement, Consultant and Consultants shall update the master schedule and submit for County review.

2.1.2.1 The updated schedule for each phase of the Work under this Agreement shall be submitted with the deliverables at the conclusion of the previous phase of the Work under this Agreement.

2.1.2.2 Revisions to the schedule shall be submitted for County acceptance on an as-required basis. Consultant's response time to County-requested revisions to the schedule shall not exceed three work days. County will not request revisions to the schedule more than once a month.

2.1.3 Consultant shall prepare, submit for County acceptance, and maintain a design schedule detailing the Consultant's scheduled performance of the Work. The schedule shall fit within and coordinate with the overall Master Schedule.

2.1.4 Prior to commencement of the Program Verification/Schematic Design Option, Consultant shall submit for County acceptance a schedule covering all work of each phase under this Agreement that provides a detailed schedule for the tasks (and subtasks) of the Schematic Design Option. For each succeeding phase of the Work, Consultant shall update and supplement this schedule with a detailed schedule covering by task (and subtask) Consultant's work during the succeeding phase of the work. (The required schedule supplement shall be submitted as part of Consultant's deliverables at the conclusion of the current phase of the Work.)

2.1.5 No payment shall be due Consultant for any phase of the Work until the required schedule is provided and accepted by the County. The Consultant's schedule shall be updated monthly, and shall meet the following requirements:

2.1.5.1 Consultant's schedule shall outline dates and time periods for the delivery of Consultant's services, requirements for information from the County for the performance of its services, reviews and approvals by the State, and required third party approvals and preliminary meetings required to obtain agreement in principle with agencies and tenants involved in the Project.

2.1.5.2 The required schedule shall coordinate with the requirements of the County for potential utilization of construction packages, systems, equipment, and areas. The schedule shall include appropriate State, County and third party design review durations for each contract package.

2.1.5.3 The schedule may be a manual format or in a computer software format as approved by the County.

2.1.6 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.

2.1.7 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:

2.1.7.1 Value engineering (including value engineering design, quantity surveys of materials, equipment or labor, or audits or inventories);

2.1.7.2 Constructability (including actual and reasonable constructability in light of County's objective to secure a completed Project with the lowest reasonable construction costs);

2.1.7.3 Project scheduling;

2.1.7.4 Scheduling of Consultant's own Work and coordination with work of other consultants; and

2.1.7.5 Construction schedules.

2.2 Schematic Design Phase, Option 1: The Consultant shall complete the Program verification and Schematic Design phase within **135** calendar days after receipt of County's written authorization to proceed with this option. The time for completion is exclusive of time for review (and any) by County and State and response to any review comments unless otherwise agreed to by the County.

2.3 Design Development Phase, Option 2: The Consultant shall complete the Design Development Phase within **145** calendar days after receipt of County's written authorization to proceed with Design Development Phase, exclusive of time for review by County and State unless otherwise agreed to by the County, including peer review.

2.4 Construction Documents Phase, Option 3: The Consultant shall complete the Construction Documents Phase within **165** calendar days after receipt of County's written authorization to proceed with Construction Documents Phase, exclusive of time for review by County and State unless otherwise agreed to by the County, including peer review.

2.5 Bid Phase, Option 4: The Consultant shall complete the tasks required under the Bid Phase within **60** calendar days after receipt of County's written authorization to proceed unless otherwise agreed to by the County.

2.6 Construction Administration Phase, Option 5: The Consultant shall provide services during the Construction Administration Phase, initiating at the Pre-construction Conference, for a period of **455** 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 16 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.

2.7. Review Corrections and Approval: The above options' time period are exclusive of the review, correction, and approval times specified herein under each option.

2.8. 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. Lionakis acknowledges and agrees that any time extensions granted for delays in review and response time are noncompensable.

3. CONSTRUCTION BUDGET

3.1 Construction Budget: The budget, which is subject to revision by the County during the Schematic Design Option, is based on the preliminary conceptual estimate developed by the County or the revised estimate developed as part of the final scope from Option 1, the Schematic Design Option, of this contract.

3.1.1 The total construction budget (excluding hazardous materials abatement, FF&E, and contingencies), is approximately eight million four hundred twenty thousand five hundred dollars (\$8,420,500).

3.1.2 The County may, in its sole discretion, add to or reduce by 5% the total construction budget during the Schematic Design Option at no change in fee.

3.1.3 After the Schematic Design Option, the budget may be revised only upon written approval of the County.

3.1.4 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%.

4. **DEFINITIONS**

Acceptance: The formal Acceptance by the County Board of Supervisors of the completion of the Work of a Construction Contract, which to County's knowledge has been performed in accordance with the Contract Documents and any approved modifications thereof.

Addendum: A written change to the Bid Documents issued before the time fixed for the opening of Bids.

Allowance: A stipulated amount specified in the contract for a scope of work to be defined later.

Alternate: See Bid Item below.

Appropriate Authorities and Agencies: Any private, local, municipal, County, State, regional, or federal authority or agency with which the Project may be involved. This term is intended to include those agencies and authorities which may require information or from which information is obtained.

Basic Services: Consultant's basic services as described in Article VII.

Bid: The offer of a Contractor to perform the Work pursuant to a completed prescribed Bid Form, properly executed and guaranteed, and timely submitted.

Bid Documents: The documents approved by the County Board of Supervisors to advertise for construction of a Project, including the Notice to Bidders, Bid Form, Agreement Form, forms for the Bidder's Bond, the Performance Bond, the Payment Bond for Public Works, and the Escrow Agreement: Substitution of Securities, plus the General Conditions, Supplementary General Conditions, Special Conditions, Specifications, Plans, Permits, and any Addenda or written modification to any of the foregoing.

Bid Form: The approved form on which Owner requires a formal Bid be prepared and submitted for the Work.

Bid Item: A separately described Work item on the Bid Form, for which each bidder must submit a separate price. Bid items may be the following types:

Base Bid Item: The Basic Work described by the Contract Documents.

Additive Bid Item: A separately described additional Work item, which the Contract Documents clearly identify as an Additive Bid Item, for which each bidder must submit a separate price, and which Owner may choose to award *in addition* to the Base Bid Item.

Alternate Bid Item: A separately described alternate Work item, which the Contract Documents clearly identify as an Alternate Bid Item, for which each bidder must submit a separate price, and which Owner may choose to award *instead of* Work specified in another Bid Item.

Deductive Bid Item: A separately described Work item, which the Contract Documents clearly identify as a Deductive Bid Item, for which each bidder must submit a separate deductive price, and which Owner may choose to *deduct from* the Base Bid Item.

Change Order: A written amendment to a Construction Contract, changing the Work, the Contract price and/or the Contract time, approved and executed by the Contractor and the County Board of Supervisors or the Owner's Authorized Representative within the limits authorized by the County Board of Supervisors.

Construction Budget: Shall mean the County approved budget for construction of the project as defined in Article IV.

Construction Contingency: The money budgeted by County for its use during construction for reasonable changes such as unforeseen conditions, design omissions and errors, delays, etc. It does not include scope changes.

Construction Contract: The written agreement on the Owner's form covering the performance of the Work and the furnishing of labor, materials, tools and equipment in the construction of the Work.

Construction Documents: The complete Plans and Specifications prepared by Consultant describing the scope and details of the construction Work to be performed by the Contractor including all approved change orders synonymous with "Contract Documents."

Construction Manager: Stanislaus County Capital Projects.

Contractor: The person or persons, firm, partnership, corporation, or combination thereof, private or municipal, or the legal representatives thereof, who have entered into a Construction Contract with Owner. Synonymous with "Construction Contractor".

Contractor's Submittals: Items submitted by a Construction Contractor for Owner's review and acceptance including, but not limited to shop drawings, layouts, schedules, substitution requests, samples, mockups, catalogs, product data and literature, equipment data sheets, maintenance and operating data, warranties and guarantees.

Consultant: The Architectural Team consisting of the Consultant and the Subconsultants. The Consultant will be an agent of the County for design of the facility.

Consultant's Schedule: The schedule, prepared by Consultant and approved by Owner, showing the timing and phasing of Consultant's Services in connection with a Project, as set forth in Article II. It will include detailed design phases and tasks and be prepared in a bar chart format with supporting tasks by drawing/document program.

County: Stanislaus County or Owner.

Days: Calendar days unless otherwise designated.

Deliverables: The Instruments of Service and other products of Consultant's Services to be delivered to Owner pursuant to this Agreement.

Design Contingency: That portion of the estimate of construction cost for unknown or unforeseen costs.

Documents: The Contract Documents.

Estimate: As used herein, the following terms and meanings shall apply:

- a. Estimate of Construction Cost - Shall mean the estimate of cost of the construction work established by the Consultant at a specific period in time (which will not be greater than the construction budget per paragraph 3.) The estimate shall include costs at current market rates, escalated to the mid-point of construction, including a reasonable allowance for overhead, profit, and design contingency. The estimate does not include the cost of land, right-of-way, County's bidding contingency, movable furnishing and equipment, change order contingency, and County contingency or other costs which are the responsibility of the County. The estimate does not include the compensation of Consultant, Consultant's Subconsultants, other consultants, and those items which are Owner's responsibility.
- b. Preliminary Statement of Probable Construction Cost - Estimate of probable construction cost in systems format, based on the Owner-approved Schematic and Design Development Phase documents.
- c. Final Statement of Probable Construction Cost - Estimate of construction cost in systems and CSI format, based on Owner-approved Construction Documents.
- d. Limit to Construction Budget - In no case shall the Preliminary and Final Statement of Probable Construction Cost exceed the Construction Budget. (Paragraph 3).

Governmental Agencies: Whenever, in this Agreement or the Contract Documents, reference is made to any governmental agency or officer, such reference shall be deemed made to any agency or officer acting in accordance with law to the power, duties, jurisdiction, and authority of the agency or officer mentioned.

Instruments of Service: Designs, drawings, sketches, renderings, plans, specifications, data, maps, models, studies, reports, schedules, estimates, and other tangible products of Consultant's Services in connection with a Project pursuant to this Agreement.

Notice of Final Acceptance: A document authorized by the County Board of Supervisors and executed by the County and Consultant signifying that a Construction Contract has been completed.

Owner Contingency: The contingency amount in the project budget for County use to cover unforeseen issue and/or minor scope changes within the program. Not to be confused with the construction contingency.

Owner: Stanislaus County.

Options: Items or work in the specifications and including in the base bid which may be chosen by the County between two or more selections.

Other Direct Costs: Other direct costs are costs other than the Basic Services labor, overhead, and profit (but included in the total fee). They are expenses made by the Consultant and the Consultant's subconsultants. These expenses shall include computer plots, blueprinting and reproduction, and other general office expenses, etc., required for the completion of the work specified in this contract. Note: Does not include blueprinting for bidding, which is paid by the County.

Phase or Option: A discrete part of Consultant's services, as further described in this agreement.

Plans: Project drawings prepared by Consultant for approval by the County Board of Supervisors, including any Addenda approved by Owner's Authorized Representative, which specify the location, character, dimensions, and details of the construction Work to Be performed. Synonymous with "Drawings," "Contract Drawings," and "Documents."

Program: The schematic phase pre-design document developed by the Consultant which shall be the guide for Consultant's subsequent Services.

Project: An entire public improvement proposed by Owner, to be designed by Consultant, and to be constructed in whole or in part pursuant to Plans and specifications prepared by Consultant, including the Construction Contract and any phasing and milestone requirements.

Project Budget: The Project Budget is the County's estimate of costs, including but not limited to, the elements of design consultants, land, construction, FF&E, soft costs, etc. for the entire Project.

Project Master Schedule: The time phased schedule for planning, design, bidding, and construction for the entire Project.

Record Drawings or Documents: Reproducible copies of the Contract Plans updated by Consultant using information provided by the Construction Contractor showing conditions encountered and the final configuration of a Project as it was built, plus all clarifications, RFI's and changes posted by the Consultant during construction.

Request for Information/Clarification: An instruction, clarification or additional information communicated by the Consultant through the Owner to the Contractor which does not change the Construction Contract cost or time. (Note: The Owner may make interpretations which change a no cost RFI/Clarification to a Change.)

Services: The performance of labor and the provision of Instruments of Service by Consultant in connection with a Project, pursuant to this Agreement.

Specifications: The directions, provisions and requirements pertaining to the materials to be furnished and to the method and manner of performing the construction Work by the Construction contractor, including any Addenda and revisions approved by Owner.

Standard of Care: The degree of learning, knowledge and skill possessed by reputable architects practicing on similar projects in the greater Sacramento/Stanslaus County areas. This definition will take precedence to others used in this agreement. Other provisions of this Agreement notwithstanding, all services performed under this Agreement shall be performed in a manner which meets this standard.

Subconsultant: A person or organization directly contracting with Consultant to provide services for a Project. Synonymous with consultant.

Work: That which is constructed or done pursuant to a Construction Contract to accomplish a Project, including the furnishing of all labor, materials, and equipment.

5. **BASIC ARCHITECTURAL SERVICES OF ARCHITECT**

5.1 Services in General: The Consultant will be a team consisting of the Consultant of Record and its Consultants. The Consultant shall have overall responsibility and shall:

5.1.1 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.

5.1.2 Cooperate with other professionals employed by County in the design of other work related to the Project.

5.1.3 Review site surveys, subsoil data, chemical, mechanical, and other data logs of borings, etc., furnished to the Consultant by the County or County's consultants. If the Consultant, or where appropriate their consulting engineers, determines that the information provided is not adequate or sufficient to enable the Consultant, or where appropriate its consulting engineers, to perform their services, the Consultant shall inform the County of any such deficiencies. The Consultant and Consultants shall not be responsible for the accuracy or contract of the data provided by the County.

5.1.4 Contract for or employ at Consultant's expense (and approval by the County for which approval shall not be unreasonably withheld) consultants 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 consultants retained by the Consultant under the terms of this agreement. Said consultants 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.

5.1.5 Provide an architectural team consisting of a the Principal-in-Charge, Project Manager, and Project Consultant for approval who shall, so long as their performance continues to be acceptable to the County, remain in charge of the services for the Project from beginning of Programming through completion of services provided for in this agreement.

5.1.6 Assist County in fulfilling normal requirements set forth by appropriate authorities concerning the design, cost, and construction of the Project.

5.1.7 The Consultant shall cooperate with funding agencies, and assist the County in providing information to interested parties to obtain funding for the Project or to comply with funding requirements imposed on the County.

5.1.8 All travel and related costs required to perform the architectural service for the Consultant and its consultants will be included as an Other Direct Cost in each phase unless outside of the greater Stanislaus County area.

5.1.9 Provide Contract Documents including alternates, allowances, and options as specified by the County.

5.1.10 The Consultant will provide their minutes of all meetings attended by the Consultant regarding the Project within five days from the meeting.

5.2 Criteria

5.2.1 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.

5.2.2 With the exception of fire sprinkler design, 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.

5.2.3 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.

5.2.4 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, and that such access shall be in conformance with applicable portions of CCR Title 8 (Cal OSHA) Subchapter 7 – General Industry Safety Orders, Group 1, General Physical Conditions and Structures.

5.3 Scope

5.3.1 Basic Services shall include all the services and activities specified below in Schematic Design Phase, Design Development Phase, Construction Document Phase, Bidding Phase, and Construction Administration Phase, and warranty work.

5.3.2 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).

5.3.3 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 Architect, Civil Engineer, Structural Engineer, Mechanical Engineer, and Electrical Engineer Licensed by the State of California.

5.3.4 Consultant shall provide to County professional architectural and engineering services in all phases of the Project to which this Agreement applies. Services will include providing all professional architectural and consultant services necessary to perform the Work. It has been acknowledged that Architectural Landscaping Services are not included within this project scope of work.

5.3.5 Consultant shall have adequate personnel, facilities, equipment and supplies to complete the work. Consultant shall provide all materials to complete the required work.

5.3.6 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.

5.3.7 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.

5.3.8 Consultant, or where appropriate, their consulting 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 Architects 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.

5.3.9 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.

5.3.10 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.

5.4 Coordination of Architectural and Engineering Subconsultants/Other Consultants.

5.4.1 Consultant shall coordinate design, architectural work, architectural and engineering disciplines and subconsultants involved in completing the Work. Consultant's subconsultants shall coordinate with Consultant and all architectural and engineering disciplines and subconsultants 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, architecturally sound and well engineered, with details that work together with regard to all affected disciplines.

5.4.1.1 Consultant shall require the subconsultants to agree in their subcontracts to coordinate with Consultant and other subconsultants.

5.4.1.2 Consultant shall conduct design coordination meetings with all subconsultants employed by Consultant.

5.5 Deliverables: Provide all deliverables required under this contract.

5.6 Schematic Design Option 1:

5.6.1 Program: Under separate contract, in consultation with the County, preliminary/conceptual plans with associated spaces was developed for the Project. Consultant shall review and validate the preliminary work completed to date with the County and provide an updated space list and program elements. The Schematic Design Studies shall incorporate the program requirements.

5.6.2 Schematic Design: The Consultant shall complete schematic design based on the scope, Exhibit A, including adjustments authorized by the County, the Consultant shall prepare the following:

5.6.2.1 Schematic Design Documents: The Consultant will be responsible for Schematic Design. The Consultant will arrive at a clearly defined, well analyzed design that meets defined needs and/or concept as set forth by the Owner. It will include considerations of buildings and park form, scale and relationship of the project components, character, functional planning solutions, and outline of the building and park systems. Based on the scope and construction budget, the Consultant will prepare Schematic Design Documents for review and approval by the County. The documents consist of drawings, specifications, a narrative description and relationship of project components, and performance requirements. These documents will cover basic architectural, park planning, mechanical, structural, and electrical concepts. The Consultant will provide the County a minimum of Three (3) design concept schemes with the Architects comments, recommendations and probable cost differential for the County's review and approval before proceeding with the final schematic design.

5.6.2.2 Meetings:

5.6.2.2.1 Pre – Design Meeting: The Consultant and its major Sub Consultants shall meet with County Officials, and State Fire Marshal staff at the CSA offices in Sacramento for a pre – architectural design meeting to review the State's requirements and the County's proposed project.

5.6.2.2.2 Project Kick-Off Meeting: At the beginning of the Schematic Design Phase, the Consultant will attend a Project Kick-Off Meeting with the Core Team, and Users to discuss the project and schedule, and to listen to the users. The Consultant shall follow up with individual or small group meetings as necessary to promote user involvement in the design of the Project.

5.6.2.2.3 Weekly Schematic Core Meetings: County Project Manager, Consultant, and other Core Team Members shall meet as agreed to review and discuss progress, problems, and activities planned for the next interval.

5.6.2.2.4 Review and Development Meetings: Attend as requested by the County.

5.6.2.3 Estimate: The Consultant will prepare a Statement of probable Construction Cost based on the Schematic Design Documents and other available data. The Consultant will compare it to the construction budget. The Statement of probable Construction Cost must not exceed the construction budget.

5.6.2.4 Value Engineering:

5.6.2.4.1 Informal value engineering will be used as an on-going process throughout the development of the design and specifically if there appears to be an estimated cost over the construction budget.

5.6.2.4.2 Attend a one day formal value engineering session. Attendees shall include Architects Principal In Charge, Project Manager, Design Consultant, and Project Consultant and Architects primary subconsultants including as a minimum the cost estimator, structural engineer, mechanical engineer, and electrical engineer.

5.6.2.5 Site Visit and Investigations

5.6.2.5.1 Investigate existing conditions through site visits and otherwise, to determine scope of work and effects on design and construction.

5.6.2.5.2 Advise the County as to the necessity of obtaining additional information related to the site, necessary for purposes of design.

5.6.2.5.3 Review information and advise County whether such data is adequate for purposes of design. Determine if additional data is necessary because of apparent errors, conflicts, incomplete information or as may be otherwise required, before Consultant can proceed with design.

5.6.2.6 Recommendations on Required Additional Information

5.6.2.6.1 Advise County as to the necessity of County's providing or obtaining from others available or additional information pertinent to the Project including previous reports, as built conditions, information, and any other data relative to design or construction of the Project.

5.6.2.6.2 Make recommendations on required additional information necessary to complete the design and complete the preliminary reports and schematic materials.

5.6.2.6.3 The Consultant will describe the progress weekly, and provide at least monthly progress submittals.

5.6.2.7 Deliverables

5.6.2.7.1 County Approval: The completed Schematic Design drawings, specifications, probable cost estimate, and other documents will be presented to the County for written approval which would include review by the State Corrections Authority. Allow no less than 30 calendar days for State review.

5.6.2.7.2 The Consultant shall provide for State and County approval:

- 1) Floor plans, with room names, no less than 1/8" = 1'-0" scale, showing gross square footage.
- 2) At least two (2) sections and prints of the buildings in scale of no less than 1/16" = 1'-0" fully describing interior/exterior volumes and relationship with floor plan.
- 3) Specification outline and/or a written description of the major systems, including but not limited to, security, HVAC, fire protection, plumbing, electrical, and signage/graphics.
 - a. One reproducible copy of outline specifications including description of the site, architectural, structural, mechanical, and electrical systems and materials proposed, which describe performance requirements.
 - b. One (1) hard copy and one (1) electronic in PDF Format for the County and two (2) for CSA review accompanied by an operational program statement as defined in Title 24, CCR.
 - c. Updated project schedule.
 - d. Preliminary cost estimate.
 - e. Written concurrence that design for the Project can be developed within the County's budget.

5.6.2.7.3 A tabulation of floor areas.

5.6.2.8 Final Submittal: For the final submittal, the Consultant will allow no less than thirty (30) calendar days for the State and County review; will make changes requested by the County and resubmit a single reproducible copy with corrections within ten (10) working days of receipt of final comments or as otherwise approved by the County; and allow three (3) days to schedule the Board approval.

5.6.2.8.1 Presentation to the Board of Supervisors for approval, if required.

5.6.2.8.2 Attend document and final review meetings as requested by the County. Document County review comments and how they were incorporated into the design. This document shall be provided with the final corrected design.

5.6.2.8.3 Estimate of construction costs and schedule.

5.6.2.8.4 Schematic Layouts, Sketches and Design Criteria

- a. Prepare reports containing schematic layouts, sketches and conceptual design criteria with appropriate exhibits.
- b. Reports and exhibits shall incorporate the County's scope requirements and shall include structural, mechanical and electrical concepts, floor plans, elevations, sections, study perspectives and other drawings necessary to describe the Project.

- c. Reports and exhibits shall indicate clearly the considerations involved, including but not limited to applicable requirements of governmental authorities have jurisdiction, easements, or other legal restrictions.
- d. Reports and exhibits shall indicate any alternative solutions available to County and set forth Consultant's findings and recommendations.
- e. Schematic rendering.

5.7 Design Development Phase, Option 2

Upon receipt of written authorization by County, proceed with the Design Development Phase Option, based on the County's approved Schematic Design, including any adjustments authorized by the County in the Program, schedule, or construction budget. Prepare Design Development Documents that define and describe all important aspects of the buildings and park site in increasing detail. The design will define size and character in detail; materials and colors will be chosen; each space and site area will be functionally laid out within the plans; and resolve issues so that there is no cause for significant restudy. It shall represent the end of conceptual design and the start of the confirmation of details.

5.7.1 Meetings: Attend bi-weekly core team meetings to discuss progress, problems, user needs, and activities planned for the next interval. In addition, attend development and review meetings as requested by the County.

5.7.2 Constructability: Participate and cooperate fully in a review of the design by County, and any Consultants engaged by County, to assess the constructability of the design.

5.7.3 Deliverables:

5.7.3.1 Submit one hard and one electronic copy, PDF format, of the following Design Documents consistent with the approved Schematic Design Option for County Review.

- a. Floor plans (no less than 1/4" = 1'-0") including space assignments, sizes and location of installed, fixed and moveable equipment, and labeling of net and gross areas for the various parts of the project.
- b. At least two sections and all elevations in a scale no less than 1/4" - 1/2" = 1'-0".
- c. Large scale layouts of various systems.
- d. Preliminary specifications, word, describing performance, size, character, and quality of the Project in its essentials as to kinds and locations of planting and building materials; type of structural, mechanical, and electrical systems; and
- e. A tabulation of floor areas, and a comparison to the concept space program requirements established at the beginning of Schematic Design phase.

5.7.3.2 Prepare and submit for County approval a proposed construction estimate based on a unit and detailed cost. Provide cost savings options for work exceeding the budget. Based on the information contained in the Design Development Documents, submit a revised opinion and more detailed estimate of probable construction cost and times of completion of the project as defined in the Schematic Phase.

5.7.3.3 Prepare and submit for the State and County approval written design criteria for planting, architectural, structural, mechanical, and electrical systems to clearly show the characteristics and quality of environment and control they will provide. Lighting levels shall be stated in general and special occupancy areas. Provide HVAC calculations as required. List applicable codes and standards. Detail any exception to these variations with written approval from the County.

5.7.3.4 At the start of the Design Development phase, submit an updated architects design schedule based on the required Design Development Documents.

5.7.3.5 Color schedules, samples of textures and finishes of all materials proposed in the Work.

5.7.3.6 List of long lead items (if any) based on Design Development documents, coordinated with updated milestone Master Schedule.

5.7.3.7 Submit Title 24 preliminary calculations.

5.7.3.8 Prepare recommendations of the Supplementary Conditions, the construction contract, and (where appropriate) additional bidding requirements for inclusion in existing bid forms, invitations to bid and instructions to bidders for review and approval by County, its legal counsel, Project Manager, Construction Manager, and other advisors, and assist in the preparation of other related documents.

5.7.3.9 Schedule for the Construction Document Phase.

5.7.3.10 List and estimate alternate bid items to maintain budget control.

5.7.3.12 Staffing Plan: Cooperate with the Sheriff's Department as the Sheriff's Department develop a staffing and operational plan.

5.7.4 Final Submittal: The Consultant will allow no less than sixty (60) calendar days for State and County review time; the Consultant shall make changes necessary to comply with County's review comments, and resubmit one (1) set of reproducible completed documents along with County's marked up check set within three (3) weeks of receipt, unless otherwise approved by the County; and allow three (3) days to schedule the Board approval.

5.8 Construction Documents Phase, Option 3:

This phase commences only after the County has approved the Design Development Documents and cost estimate. Upon written authorization from the County to proceed with the Construction Documents Phase Option, the Consultant shall provide the following services and a revised schedule of the Consultant and Consultants work for the Construction Document Phase.

5.8.1 Based upon approved Design Development Documents and any further adjustments in the scope and quality of the Project or in the Project budget authorized by County, the Consultant shall prepare, for approval by County, Contract Documents consisting of drawings, general conditions, and technical specifications setting forth in detail the requirements for the construction of the Project. Such documents shall be full, complete and accurate within code requirements and the Standards of Care, giving such information as will enable a competent builder to carry them out. The specifications based on CSI Format shall note the detailed specifications of all specified items so that

“or equal;” proposal characteristics can be reviewed and measured. The County will prepare the bidding requirements, General Conditions, Special Conditions, and Division 1 documents.

5.8.2 The Construction Documents shall conform to and be consistent with the documents approved by County at the completion of the Design Development Phase.

5.8.3 The Consultant shall assist the County in the preparation of bidding information and bidding forms deemed necessary by the County.

5.8.4 The Consultant in consultation with and upon approval of the County and Construction Manager will plan for at least five (5) bid alternates in the Construction Documents. The bid alternates are to be identified as early in the design process as practical and incorporated into the construction documents. The actual number will be confirmed by the County.

5.8.5 The Consultant shall prepare all drawings and specifications in conformity with the applicable building codes, the Public Bidding Requirements of the California Public Contracts Code, and all other applicable state and federal laws and regulations in effect at the time of the signing of this agreement.

5.8.6 Upon approval by the County, Consultant shall submit the completed Contract Documents to the authorities having jurisdiction over the issuance of approval for construction. Contract Documents must be reviewed by the Probation Department, Chief Executive Office, Capital Projects, Code Review Authority, Fire Marshal before the Project will be bid. The Consultant is responsible for the timely submittal of documents including calculations and timely plan check corrections.

5.8.7 Working drawings shall be prepared using computer aided drafting medium. Each door shown shall have a separate, unique number; each room shall have a name and separate unique number; and shall be listed separately on the room finish schedule. Door hardware functions and requirements for master keying shall be specified. Drawing size shall not exceed 36" x 48" unless otherwise approved by the County. The Consultant will provide County with one set of electronic drawings, PDF Format, one (1) set of reproducibles and one copy with addendum items included for progress prints each month and/or review meeting.

5.8.8 Prepare a design narrative to describe total submittal and its contents, with a documented response to all County comments.

5.8.9 Attend development and review meetings requested by the County including a one-day constructability review.

5.8.10 Provide electronic coordination drawings, PDF Format, of major physical elements of final design including but not limited to site, structure, electrical, mechanical, etc. Electrical, mechanical and specified equipment will be laid out in mechanical spaces, utility rooms, etc.

5.8.11 Consultant agrees to provide within the Standard of Care, for professional architects and engineers, documents that:

5.8.11.1. Will be constructible, workable and biddable;

5.8.11.2. Will result in a facility that meets the County's requirements of the County's program and is durable and maintainable if faithfully carried out; agreed upon during Optional Phases 1 - 3

5.8.11.3. Will not call for the use of materials known to be hazardous or banned materials at the time of work performed during Optional Phases 1-3.

5.8.12 Deliverables:

5.8.12.1 Submit one hard and one electronic copy, PDF format, of the following Construction Documents consistent with the approved Design Development Option for County Review. Include three (3) hard copies for CSA review.

5.8.12.2 The Consultant shall prepare a detailed Construction Cost Estimate for the Base Bid, with separate estimates for portions of the Project authorized by the County to be bid as separate segments, allowances, and/or alternates. Cost escalation shall be measured to the mid-point of construction.

5.8.12.3 The Consultant shall prepare and submit to the County structural, civil, electrical, and mechanical calculations for the Project.

5.8.12.4 The Consultant shall prepare and submit to the County complete Final Title 24 Energy Compliance Calculations.

5.8.12.5 The Consultant shall review and comment on the General Conditions and Division 1 specifications provided by the County, but not as to legal or insurance requirements or considerations. The County may accept or reject the Consultant's suggested changes in its sole discretion.

5.8.12.6 The Consultant shall submit the revised color/material board for both interiors and exterior alternation, if any, with written color schedule at 50% of the Construction Documents Phase.

5.8.12.7 Prior to commencing the Bid Phase, the Consultant shall prepare a revised final estimate of basic work together with estimates of all alternatives and changes ordered by the County, in a form approved by the County. This final estimate will control whether the Consultant will be obligated to redesign the Project pursuant to requirement herein below.

5.8.12.8 Define Contractor's performance testing, quality control, operation and maintenance manual, and training requirements for mechanical, electrical, and equipment in the specifications.

5.8.12.9 The Consultant shall specify the qualification criteria for specialist subcontractors, including qualification submittal requirements.

5.8.12.10 Provide detailed, biddable construction documents, plans, and detailed specifications for all disciplines required to construct the project.

a. Submit one reproducible and electronic copy of the specifications at 95% and 100% for County review. Submit three (3) sets at the 95% level for CSA review.

b. Submit one copy, one reproducible, and electronic copy of the drawings and plans at 95% and 100%.

c. Suggested construction project schedule and electronic copy.

d. Final detailed cost estimate at 95% and update the cost estimate to reflect changes to the 100% documents.

5.8.12.11 Staffing Plan: Participate and cooperate fully with the Sheriff's Department to develop a staffing and operational plan.

5.8.13 95% and 100% Final Submittal:

5.8.13.1 95% Submittal: The Consultant shall submit all required Contract Documents to the County as a package, with all items completed. County will review and return a check set of documents to the Consultant with comments within 5 days of receipt.

5.8.13.2 100% Submittal: Allow no less than sixty (60) days for the County and State to review and return comments. The Consultant shall make changes necessary to comply with the County's review comments, and resubmit a set of corrected documents, along with County's marked-up check set within 15 days of receipt, or as agreed to by the County. The Consultant will allow 5 days to schedule the Board approval.

5.8.13.3 Presentation to the Board of Supervisors for approval.

5.8.13.4 Attend document and final review meetings, and document comments and how they were incorporated in the design. The documentation will be provided with the 100% submittal.

5.8.13.5 Provide the final estimate as necessary.

5.9 Bidding Phase, Option 4:

This phase commences after the County has approved the Contract Documents and the final construction cost estimate. Upon receipt of the County's written notice to proceed with the Bid Phase Option, the Consultant shall perform the following services:

5.9.1 The Project manual shall be on 8-1/2" x 11" paper, unless otherwise approved by the County. Both drawings and specifications will also be provided in digital format. Specifications will be in Word software. For bidding purposes, the Consultant shall provide reproducible drawings and County will reproduce the drawings and the project manual for bidding.

5.9.2 The Consultant shall assist the County in interpreting the drawings specifications during the bidding process, and prepare addenda to the drawings or specifications that may be required, but the County shall approve all proposed addenda before delivery by the County to interested bidders. The Consultant shall issue no other addenda, verbally or in writing, to bidders. The Consultant shall receive all bidder questions and shall record the questions and answers given on the form approved by the County. The Consultant will keep a log of all questions including the subject, date received, date answered, party requesting information, and the Consultant's employee giving information. The log and forms will be issued as back-up information for each addenda. The Consultant will summarize for each addenda the drawing or specifications being clarified and the specific change being made. Additional drawings or specifications will be issued as required.

5.9.3 The Consultant shall participate in the pre-bid conference for the bid package with interested bidders and County staff at County's request.

- 5.9.4 The Consultant shall advise County concerning acceptance or rejection of bids for the Project.
- 5.9.5 County reserves the right to accept bids in excess of the approved final construction cost estimate or to reject any or all bids received.
- 5.9.6 The Consultant will integrate all addenda, changes and revisions into the drawings and project manual prior to the County's issuance of the Notice to Proceed to the Contractor. The County will pay for printing costs. It is estimated that the bidding period will last 60 days from authorization by the Board to recommendation of award to the State.
- 5.9.7 Assist County in advertising for and obtaining bids for each separate prime contract for construction materials, equipment and evaluating bids.
- 5.9.8 Consult with and advise County as to the acceptability of subcontractors, suppliers, other persons, organizations and specialists proposed by the bidders for those portions of the work as to which such acceptability is required by the bidding documents.
- 5.9.9 For substitutions, determine if the salient characteristics have been met. Consult with County concerning, and determine the acceptability of, substitute materials and equipment proposed by Bidders.
- 5.9.10 Issue written addenda as appropriate to interpret, clarify or expand the bidding documents including allowable substitutions of materials and equipment.
- 5.9.11 Attend the bid opening and assist County in evaluating bids or proposals and in assembling and awarding contracts for construction, materials, equipment and services.
- 5.9.12 Review and make recommendations on all substitution requests within five days before the scheduled bid opening per Public Contract Code 3400.
- 5.9.13 If the lowest responsible, responsive bid received from a contractor exceeds the County's construction budget and Consultant's estimate for the work to be performed by the contractor, the County may, at its discretion:
- a. Award the contract to the lowest responsible, responsive bidder, and give written approval of increase in County's budget.
 - b. Reject all bids and rebid the contract.
 - c. If the base bid amount is more than Consultant's estimated amount for the base bid plus additive alternates in Architects final statement of probable Total Construction Costs rendered at the end of the Construction Document Phase, require the Consultant to redesign and revise the documents or revise the scope of work to be performed by the Contractor or its quality, or both, so as to reduce the Project Construction Cost for the work to be performed by the Contractor, while still meeting the County's program objectives in which case the Consultant shall at its expense, if so directed by the County, modify the Construction Documents in order to reduce the Project Construction Cost for the work to be performed by the Contractor within the Project budget per Article VIX of this agreement.

d. Abandon the Project and terminate this Agreement or not approve proceeding with the next option.

5.9.14 Prior to the Notice to Proceed to the construction contractor, the Consultant will conform all drawings and specifications to include only changes which were the result of addenda during the bid period. Any other changes the Consultant wishes to include in the conformed set must first be issued as an RFI/clarification for the Owner's approval.

5.10 Construction Phase Option 5:

This phase commences with the award of the Contract for Construction, and will terminate upon the completion by the Contractor of all services required by the Contract for Construction, and acceptance of the Project by the Board of Supervisors. The County will have a Construction Manager/Project Manager with whom the Consultant will work. Upon receipt of a written notice from the County to proceed with the Construction Phase Option, the Consultant shall perform the services specified herein:

5.10.1 Processing Time. The Consultant shall perform all services required of the Project Consultant/Engineer within the time specified in the project manual/specification and as directed by the County.

5.10.2 Preconstruction Meeting. The Consultant and consultants, as requested by the County, shall attend a pre-construction conference with all interested parties.

5.10.3 Access. The Consultant shall have access to the Project site at all reasonable times.

5.10.4 Project Meetings: The Consultant shall attend one progress meeting per week on the Project site which is chaired by the Construction Manager. The Consultant shall consult and advise County during construction with respect to the construction documents. The Consultant will provide additional staff and/or consultants at the weekly meetings as necessary for the performance of the Consultant's obligation under the contract as requested by the County.

5.10.5 RFI's/Clarifications: As requested by the Construction Manager, the Consultant shall furnish definitions, clarifications, responses to request for information (RFI), and issue unilateral AE clarifications. Consultant will render interpretations upon receipt of RFI's and provide clarification necessary for proper and timely execution of the work. When clarifications and responses to RFI's are necessary for the proper execution or progress of the work, the Consultant shall render a written decision no more than five (5) working days from the date of receipt of the request unless such review requires additional time to sufficiently respond for which the Consultant shall advise the Construction Manager and such time may be approved by the County.

5.10.5.1 The Consultant/County RFI's and clarifications plus RFI's by the Contractor will be issued on the County's form. The Consultant shall use the numbering system assigned by the Construction manager. All information will be provided on 8-1/2" x 11" drawings (or larger if required). Bulletins revising the entire drawing (or drawings) shall not be issued (unless approved by the County) except for the initial revision of the conformed drawings/project manual for construction (prior to the notice to proceed) which will contain only addenda revisions. Thereafter all information will be transmitted as noted above. The Consultant will concurrently post all clarification/RFI (and respective change order) information on the record documents.

5.10.5.2 The Consultant will same-day, e-mail, over-night, or hand carry, if necessary, answers to clarifications/RFI's at no additional charge to the County.

5.10.5.3 The Consultant shall prepare supplementary drawings and specifications required for clarifications/RFI's and/or changes to the documents.

5.10.6 Submittals: As requested by the Construction Manager, the Consultant shall review and recommend appropriate action on Submittals, shop drawings, erection drawings, and samples submitted by Contractors for compliance with the basis of the design, drawings, and project manual/specifications. The Consultant shall not have control or charge of and shall not be responsible for job-site coordination, confirmation or dimensions, quantities, weight and gauges, fabrication process, construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the work, for the acts or omissions of the Contractor, Subcontractors, or any other persons performing any of the work, or for the failure of any of them to carry out the work in accordance with the Contract Documents.

5.10.6.1 The Consultant will same-day, e-mail, over-night, or hand carry, if necessary, responses of all submittals at no additional cost to the County.

5.10.6.2 The Consultant shall review and recommend appropriate action on Contractor's submittals, as required by the Contract Documents, including laboratory, shop, and mill test reports of materials and equipment, and advise County as to the results of such reviews. The Consultant shall promptly notify the County of all submittal review comments which comprise a change in contract requirements which could result in a change order to the Contract Documents by issuing RFI/clarification. The Consultant will process submittals within no more than (10) working days to the Construction Manager unless such reviews require additional time for which the Consultant shall advise the County and such time may be extended in writing by the County. Submittals will be processed on email and CADD format whenever possible.

5.10.7 Substitutions: The Consultant shall review and recommend appropriate action on the Contractor's requests for substitutions submitted under the requirements of General Conditions, and based on supporting data submitted by Contractor; shall advise the County as to the characteristics to be measured, whether such requests are, in fact, equal products to those specified; conform to the basis of the design; and are consistent with the remaining Contract Documents. All substitutions must be reviewed and recommendations made to the Construction Manager according to Public Contract Code 3500 prior to award or in no more than ten (10) working days of receipt if submitted by exception after award (unless notified by the Consultant that additional time is required and the request may be approved by the County).

5.10.8 Site Observations: The Consultant shall make visits to the site at least once per week to observe and assess the progress and quality of the work; to generally determine if the work is proceeding in accordance with the Contract Documents; and to attend the Progress meeting with the Contractor and Construction Manager. Other consulting engineers shall also make periodic visits to the site as necessary for the performance of the Consultant's obligation under this agreement and as requested by the County. The Consultant will e-mail or fax a written trip report in hard copy and digital format within three (3) working days of the visit to the Construction Manager. The Consultant's (and Consultant's) representative making site visits will be an experienced and qualified design and Construction Administration Professional who as been delegated responsibility to make technical decisions and approvals on site.

5.10.8.1 On the basis of on-site observations, the Consultant shall endeavor to guard County against defects and deficiencies in the work of the Contractor by providing technical interpretation of the documents to the County's Inspector, and shall notify County in the event a defect is observed. Exhaustive on-site inspections to check the quality or quantity of work is not required.

5.10.9 Payments: As requested by the Construction Manager, the Consultant shall evaluate and sign requests for payment submitted by the Contractor based on the Consultant's observations at the Project site and review of the contract Documents, and shall advise the County in writing as to the percentage and quality of work completed to date. The Consultant's signing of the certificate of payment shall constitute a representation by the Consultant that the work has progressed to the point indicated, that to the best of the Consultant's knowledge, information, and belief, the work quality is in accordance with the Contract Documents, and that the Contractor is entitled to payment.

5.10.10 Changes: If Contractor requests a change order or claim and as requested by the Construction Manager, the Consultant shall review and recommend appropriate action on such request and the time and/or price requested. If the Consultant does not agree with the request for change or claim by the Contractor, within five days, the Consultant will immediately prepare findings and recommendations setting forth the facts and providing an analysis upon which the recommendation is made and provide it to the Construction Manager. The Construction Manager will make the final determination.

5.10.10.1 Upon request of the Construction Manager, the Consultant shall prepare and sign all necessary contract change orders and return them to the Construction Manager within two working days upon receipt or as otherwise agreed to by the County. If such change order is the result of a major change by the County in the scope of the Project, the Consultant shall prepare such modifications, and shall be entitled to compensation as an Additional Service. (A major change in scope is defined as a change that is in excess of ten percent of the budgeted construction contingency.) If such change order does not result from a change by the County in the scope of the Project or other causes beyond the control of the Consultant, the Consultant shall not be entitled to additional compensation. The County shall approve and issue all change orders.

5.10.11 Performance Tests: The Consultant and Consultants shall be responsible for managing the performance tests of the Project's mechanical, electrical, and lighting systems tests and will provide analysis of failures and problems plus make recommendations.

5.10.12 Punch Lists: As requested by the Construction Manager, the Consultant and their Consultants, and where appropriate its subconsultants, shall assist the County in preparing preliminary and final lists of deficiencies (punch lists) at substantial and final completion including updating the punch lists, and confirming completion by the Contractor. Punch List trips and durations will be in addition to the weekly site visits. For substantial completion there will be as a maximum three preliminary and one final observation trips, and for final completion there will be one preliminary and one final observation trips. Punch list hard copy reports will be provided before leaving the job site, and a final digital copy will be e-mailed or faxed within three working days to the Construction Manager unless otherwise agreed to by the Construction Manager.

5.10.13 Substantial and Final Completion: The Consultant shall make Substantial and Final on-site observations and report (in hard copy and digital format) on the completed Project, and furnish County a written notice that the Project is completed in accordance with drawings and

specifications except as noted. The Consultant shall report all observed omissions, unauthorized substitutions, defects or deficiencies in the work not remedied by the Contractor, and shall advise the County within three working days of discovery of the same. The Consultant will sign the certifications of substantial and final completion.

5.10.14 O&M Manuals: The Consultant shall review for acceptance and forward to County within ten working days of receipt all operation and maintenance manuals and written guarantees/warranties and related comments assembled and submitted by the Contractor in compliance with the project manual.

5.10.14.1 Prior to Notice of Completion, the Consultant shall assist the County in reviewing the Contractor's close out package consisting of sets of O & M manuals, warranties, certifications, and instructions for electrical, mechanical, and other systems installed on the Project. The Contract Documents shall require the Contractor to assemble, organize, and index material and furnish it in suitable loose-leaf binders, and provide same to the Consultant who shall verify its completeness.

5.10.15 The duties, responsibilities, and limitations of authority of the Consultant as the County's representative during construction as set forth herein shall not be modified or extended without written consent of the County and the Consultant. The Consultant shall keep detailed notes of all conversations with Contractor or any subcontractor or supplier, including telephone conversations, and shall forward hard and electronic copies thereof to the Construction Manager within 3 working days.

5.10.16 During all warranty or guarantee periods, relating to design prepared under this agreement, the Consultant shall, when requested, render advice in order to assist the County in obtaining necessary compliance by the Contractor with the terms of said guarantees or warranties.

5.10.17 The Consultant shall work with the County's Construction Manager's personnel and abide by the Construction Manager's procedures. The Consultant will provide all documents and reports in hard copy and digital data format as requested using the Internet where possible.

5.10.18 Architects shall, for the purpose of performing its review obligations herein, employ and engage personnel who are sufficiently qualified to conduct meaningful review of the Shop Drawings, submittals and requests for clarification.

5.10.19 Consultant shall maintain to the satisfaction of the County, a computer-based system to record, log, control, and manage the processing of all documents such as Submittals, RFI's, changes, claims, schedules, etc.

5.10.20 Any communications between Consultant and Contractor, and any other party acting on behalf of either, shall be in writing, or if not made in writing, memorialized in writing, and copies of same shall be sent by fax and/or e-mailed immediately to Construction Manager. This includes all email transmissions received and sent; an electronic copy will be forwarded to the Construction Manager the same day. The Consultant shall maintain a digital and hard file copy of all e-mails.

5.10.21 Record Documents: Sixty days after final completion of the construction by the contractor, Consultant shall revise the original Construction Documents (on CD and velum) so as to incorporate therein changes made during construction to produce "record drawings" which will be based on as-built information supplied by the contractor, RFI's and change information posted by the Consultant each month of the project. It is the intent that the Consultant keep said record

drawings adequately and accurately to record documented changes as construction progresses. The specifications shall require the Contractor to keep current records of all changes in the work for this purpose on as-built prints which will be submitted to the Consultant to be transferred to reproduces at the end of construction prior to the final completion inspection. After original documents, specifications and CADD files have been so revised, they shall be delivered in electronic and hard copy format to County. All such documents are County property.

6. CONTROL OF CONSTRUCTION COSTS

6.1 Format and Comparing Estimates: All required estimates of construction costs by the Consultant shall be a computerized, detailed take-off by building systems and CSI format.

6.2 Responsibility for Construction Cost: The County requires that the total estimated cost by the Consultant shall not exceed the approved construction budget. The Consultant accepts its responsibility for assisting the County in determining the scope and quality of the Project. Evaluations of the County's Project budget and estimates of costs prepared by the Consultant represent the Consultant's best judgment as a design professional familiar with the construction industry. The Consultant's documents must meet the construction budget and the Consultant must also provide bid alternates in the construction documents as a fail safe to keep the final construction cost within the budget.

6.3 Review of Project to Reduce Potential Cost Prior to Approval of the Program/Schematic and Design Development Phase: If the current estimate of the construction cost exceeds the then-current budget, the Consultant shall immediately notify the County. Thereafter, the Consultant shall review the Project to recommend what revisions or steps would reasonably be expected to bring the estimate of construction cost within budget. The Consultant shall thereafter adjust the documents as directed, at no additional cost to the County.

6.4 Value Engineering: The County or its Construction Manager may provide recommendations on value engineering designs. The Consultant's Basic Services shall include value engineering modifications to the design of the Project at no additional expense to the County through the Design Development Phase. After the Design Development Phase, the Consultant shall be compensated for any value engineering modifications as an Additional Service if directed by the County.

6.5 Scope and Quality Adjustments After Approval of Design Development Phase: At any time after County approval of the Design Development Phase Documents, and prior to issuance of the Contract Documents for bidding, should any part of the County organization elect to make any major additions to the quality or scope of the Project, the Consultant shall initiate a change notice to the Construction Manager for approval by the County and prepare a revised estimate of the construction cost to reflect the cost of the scope change. Should such revised estimate of the construction cost exceed the budget, the County and Consultant shall review the Project to determine what revisions would reasonably be expected to bring the estimated cost within budget. The Consultant shall thereafter prepare a revised estimate of the construction cost, incorporating the mutually agreed revisions. When approved by County, such revised estimate of construction cost shall become the new County-approved budget. The Consultant shall be compensated for any such necessary revisions to the Contract Documents and cost estimates as an Additional Service, as provided herein, after the Design Development Option. Note: As set forth in Article IV, the County may increase the construction budget by five percent at no increase in fee.

6.6 Architects Obligation to Modify Documents:

6.6.1 If the Bid Phase has not commenced within three months after the Consultant submits the Contract Documents to the County, the County-approved budget shall be adjusted to reflect any change in the general level of prices according to the Means City Cost Index between the date of submission of the Contract Documents to the County and the date on which proposals are sought. 6.6.2 If the lowest bona fide base bid for the Project received by the County exceeds the final Consultant's estimate of construction cost, the County shall cooperate in revising the Project scope and quality as required to reduce the construction cost, including the acceptance of alternate bids. If the lowest bona fide base bid is in excess of the final Consultant's estimate of basic work and the County so requests, the Consultant shall modify the plans and specifications, without additional cost to the County, to incorporate the County-approved scope and quality revisions, so as to bring the cost of the project to within the limits set forth above of the final estimate of basic work. Providing such service shall be the limit of the Consultant's responsibility arising from the obligation to modify the documents. In the event that the variation between the lowest bona fide bid and the final estimate of construction can be shown to be caused by sudden and unpredictable fluctuations (more than 15%) in economic conditions in the construction market place, as evidenced by analysis of the Means City Cost Index, the Consultant's obligation hereunder shall be adjusted.

6.6.2 The Consultant shall with mutual agreement of Project Manager be permitted to include contingencies for design during the Design Options (see Definitions Article VI) to provide for price escalation, to determine what materials, equipment, component systems, types of construction to be included in the Contract Documents, to make reasonable adjustments in the scope of the Project within the program and to include in the Contract Documents alternate bids to adjust the bid cost to maintain the County-approved construction budget.

7. THE COUNTY'S RESPONSIBILITIES:

The County shall provide the following services and materials to the Consultant, and the Consultant may rely on the accuracy thereof if reasonable to do so.

7.1 Site Information: The County shall provide the Consultant with available plans, and any technical information that is currently available and relevant to this Project needed by the Consultant to perform his services.

7.2 Testing: The County, upon request and without cost to the Consultant, shall furnish such tests which are necessary to reveal conditions of sites and structures, including geological and geohazard tests and evaluations, which are required by Consultant for the proper development of the Project.

7.3 Amendment to the Budget: The County shall establish the construction budget, which is subject to amendment by the County, based on information provided by the Consultant or other Consultants retained by the County.

7.4 Bid Documents: The County shall provide to the Consultant the bidding requirements, Division I, and General Conditions.

8. ADDITIONAL AND OPTIONAL SERVICES

8.1 Written Amendment: If the Consultant is requested to provide additional services at any stage of the project development, County shall issue a written amendment to the contract.

8.2 Additional Compensation: The Consultant shall receive additional compensation for the following additional services:

8.2.1 County-directed revisions of previously approved drawings and/or specifications after the Design Development Phase (except as otherwise specified herein) which incur cost to the Consultant as the result of action by the County which are not otherwise the Consultant's responsibility pursuant to this agreement.

8.2.2 Making County-directed environmental studies, topographic surveys and site surveys, and special analysis of County's needs to clarify requirements for Project programming, unless otherwise required of the Consultant pursuant to this agreement as authorized by the County.

8.2.3 Providing any services in connection with repair of damage to the work when so directed by County.

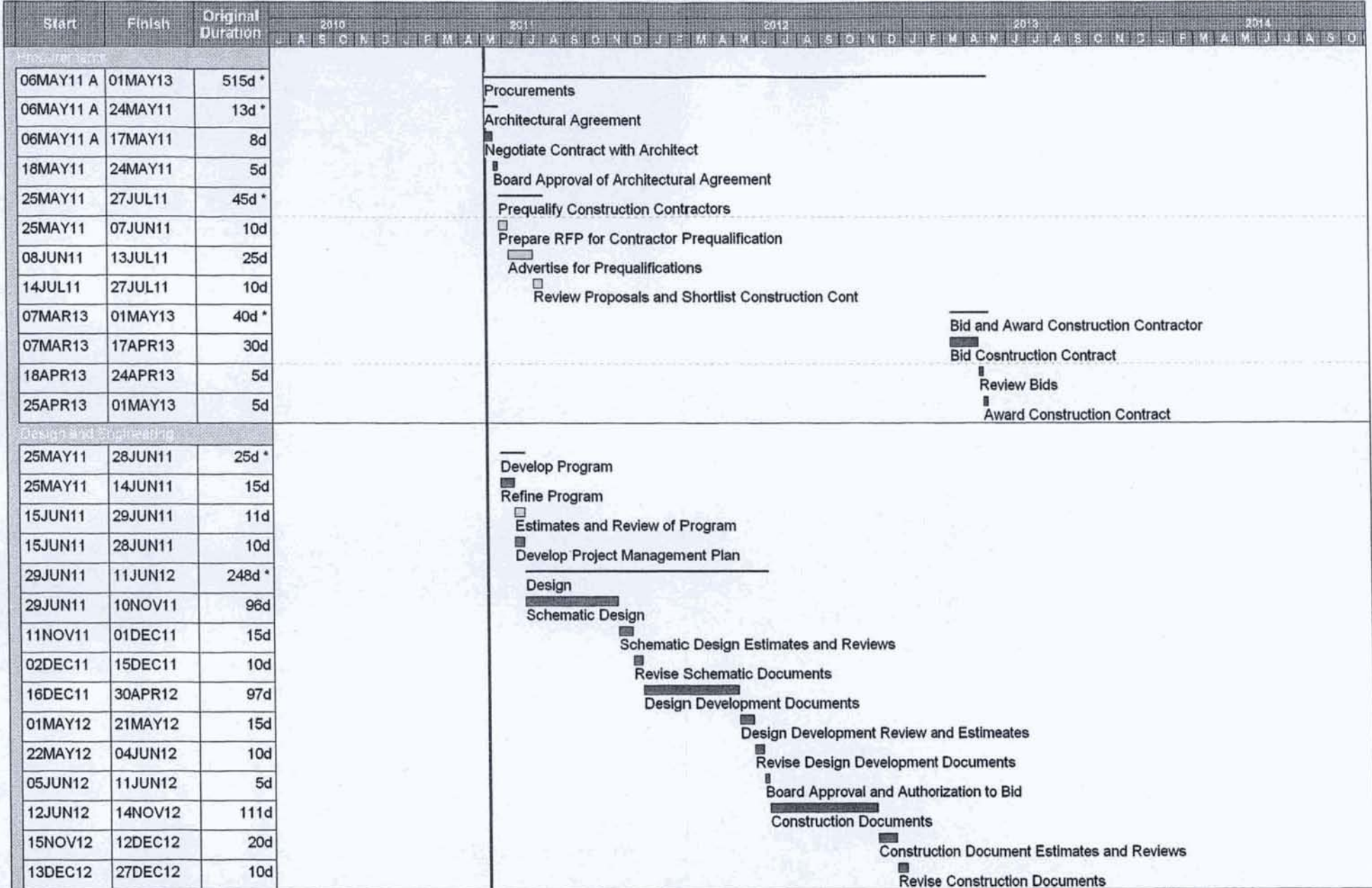
8.2.4 Additional services caused by substantial and material defects, deficiencies, default, delinquency, insolvency or failure of the Contractor, when so directed by County.

8.2.5 Preparation of measured drawings of existing structures mechanical, plumbing, electrical systems and facilities, as authorized by County.

8.2.6 Making revisions in drawings, specifications and other documents when revisions are required by the enactment or revision of codes, laws, or regulations subsequent to the preparation of such documents after the award of the construction contract.







8.2.7 Providing services in connection with an arbitration proceeding; or legal proceeding except where the Consultant is party thereto and except as otherwise required of the Consultant herein occurring after completion of construction.

8.2.8 Providing any other services not otherwise included in this agreement or not customarily furnished in accordance with generally accepted architectural practice.



Start date	25JAN11
Finish date	16SEP14
Data date	06MAY11
Run date	13MAY11
Page number	1A
© Primavera Systems, Inc.	

**Capital Projects
Replace Barracks 1 & 2**

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

AGREEMENT BETWEEN THE COUNTY OF STANISLAUS
AND CROUT & SIDA CRIMINAL JUSTICE CONSULTANTS IN ASSOCIATION WITH
ROSSER INTERNATIONAL, INC
FOR THE PROGRAMMING FOR THE DETENTION FACILITIES
AT THE PUBLIC SAFETY CENTER

AMENDMENT NO. 2

Executed on this 24 day of May, 2011

The Agreement between the **County of Stanislaus** ("County") and **Crout & Sida Criminal Justice Consultants in association with Rosser International, Inc.**, whose address is 949 Crest View Drive, Mesquite, Nevada 89027 ("Consultant"), for the **Programming** for the **Detention Facilities at the Public Safety Center** dated on June 3, 2008 (collectively, the "Agreement") and amended on June 9, 2009, is hereby amended as follows:

CONTRACT

2. Compensation

Paragraph 2.1 - Revise the total compensation to the following: The Consultant shall be compensated on a **LUMP SUM BASIS NOT TO EXCEED Amount of One Hundred Sixty Eight Thousand Eight Hundred Seventy and no/100 (\$168,870.00) Dollars.** A summary of the contract amount is as follows:

Base Contract Amount	\$128,670
Amendment # 1	\$ 12,000
Amendment # 2	\$ 28,200

EXHIBIT A - SCOPE OF SERVICES

Add the following to Paragraph IV SCOPE OF SERVICES SUGGESTED:

An amendment to the original Contract and to Amendment No. 1 for work between the County of Stanislaus (County) and Crout & Sida Criminal Justice Consultants, Inc. (CSCJC) is desired by the County to provide additional consulting services. This update will involve, but is not necessarily limited to the following services:

1. A thorough review of the November 2008 document by Consultant.
2. A two-day meeting between the County Project Team and Consultant. The agenda for this meeting will include, but not be limited to:
 - a. Updating Consultant regarding jail population trends since November 2008.
 - b. Updating Consultant regarding changes in the number and types of beds available to the County since November 2008.
 - c. Receiving the County's perspective on bed needs and ancillary space requirements that have changed since November 2008.
 - d. Discussing options posed by both the County and Consultant for future replacement and new beds including:
 - type of beds
 - location for new/replacement housing and ancillary space


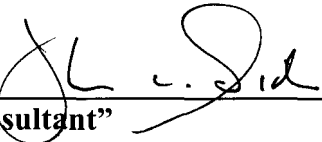
- design options
 - construction cost factors
 - potential staffing factors
- e. Identify documents, materials and information needed by Consultant from the County
 - f. Provide timeline for draft report.
 - g. Other such items that are identified by the County and/or the Consultant.
3. Consultant will analyze all information provided by the County and will develop a draft update of the *Stanislaus County Public Safety Center Expansion Operational and Architectural Program and Site Master Plan*.
 4. Consultant will provide the County with a briefing on the updated *Stanislaus County Public Safety Center Expansion Operational and Architectural Program and Site Master Plan* and receive feedback from the County.
 5. Consultant will provide the County with twelve updated final paper copies, and an electronic copy of the updated *Stanislaus County Public Safety Center Expansion Operational and Architectural Program and Site Master Plan*.

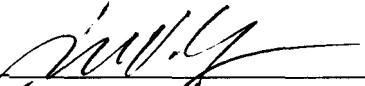
EXHIBIT B – SCHEDULE

Add the following paragraph to EXHIBIT B – SCHEDULE:

Assuming this amendment is approved by the Stanislaus County Board of Supervisors on May 24, 2011, the first meeting identified in this Amendment NO. 2 will occur on July 27 and 28, 2011. The final product will be provided to the County on or before August 31, 2011.

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

<p>COUNTY OF STANISLAUS</p> <p>By: </p> <p>Patricia Hill Thomas Chief Operations Officer/ Assistant Executive Officer</p>	<p>Crout & Sida Criminal Justice Consultants</p> <p>By: </p> <p>“Consultant”</p>
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<p>APPROVED AS TO FORM:</p> <p>By: </p> <p>John P. Doering, County Counsel</p>	
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WORK AUTHORIZATION FOR ON CALL CODE REVIEW SERVICES

No. 1

1 This Work Authorization is entered into as of March 14, 2012, in accordance with the terms and conditions of that agreement between Stanislaus County and 4Leaf, Inc. dated February 7, 2012.

2 Description of Services: Provide On Call Code Review Services for the Jail Bed Replacement Project.

3 Period of Performance: First plan review is to be provided within 10 business days upon receipt of the plan review documents; any subsequent review(s) within 5 business days, as directed by the County's Construction Manager.

4 Contractor will be compensated for work under this Work Authorization as indicated below:

(a) Contractor shall be compensated for work performed or services provided under the Agreement on a time and materials basis, based on the hours worked by the Contractor's employees or subcontractors at the hourly rates specified in a Schedule of Rates agreed to by the parties and attached to this Work Authorization. The specified hourly rates shall include direct salary costs, employee benefits, and overhead.

OR

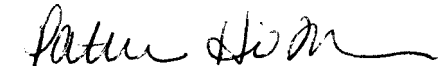
(b) Contractor shall be compensated for work performed or services provided under the Agreement on a lump sum basis for each task as described in the Scope of Work, or in any proposal submitted by the Contractor, that is attached to and made part of the Agreement, by making periodic or progress payments upon completion of each task or item of work.

Regardless of the method of compensation indicated above, the total amount of compensation shall not exceed: \$13,740.00

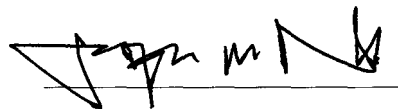
5 Funding Source(s): 2075 / 0061135 / 66210

6 Board of Supervisors Approval Date: May 24, 2011; Board Agenda Item: B-18.

Dated: March 14, 2012



Stanislaus County



4Leaf, Inc.

Public Safety Center Master Plan Honor Farm Barracks Replacement and Related Actions

Approval to Update the Public Safety Center Master Plan, Initiate Design for the Development of Plans and Specifications for the Replacement of Lost Jail Beds from the June, 2010 Honor Farm Fire and Related Actions Including Recommended Budget Adjustments

Board of Supervisors Agenda Item B-18

May 24, 2011

PowerPoint Presentation

Adam Christianson
Sheriff



*Public Safety Center Master Plan Update and
Honor Farm Barracks Replacement Project*

May 24, 2011

Patricia Hill Thomas
Chief Operations Officer

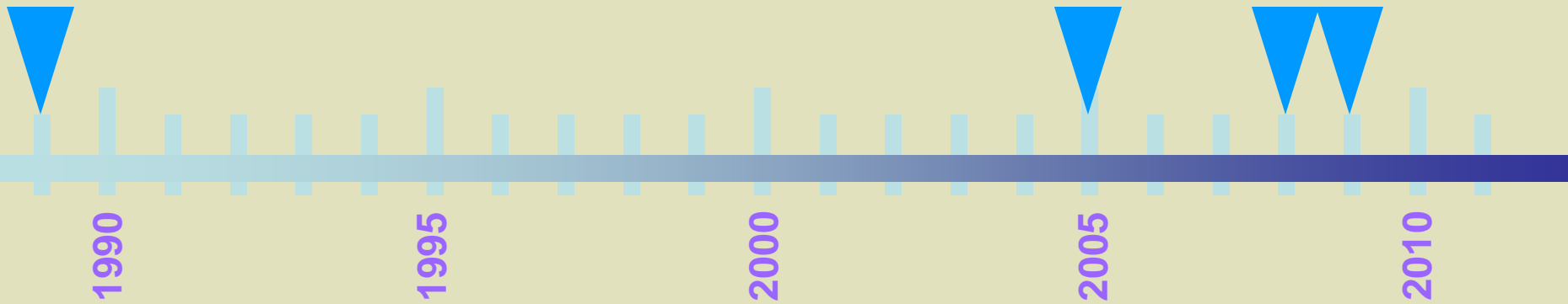


*Public Safety Center Master Plan Update and
Honor Farm Barracks Replacement Project*

May 24, 2011

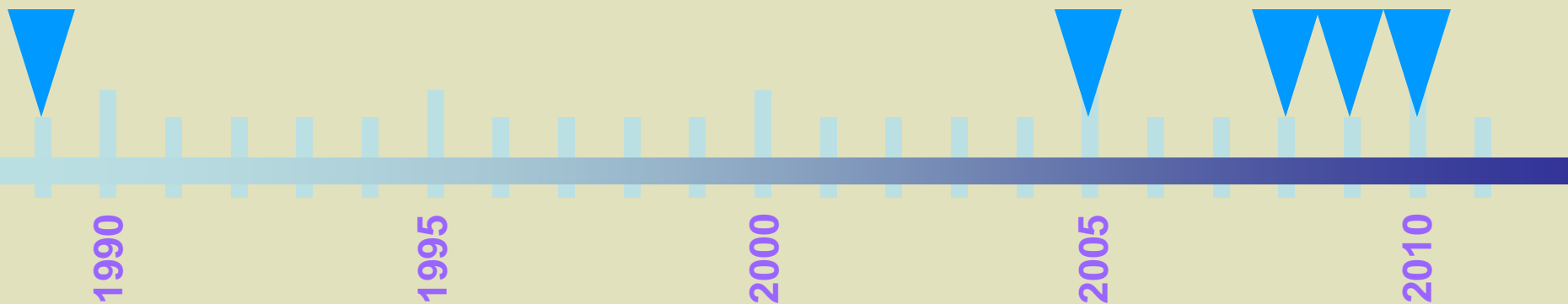
Public Safety Center: A Brief History

- 1989 ▪ Needs Assessment and Public Safety Center Master Plan Completed Resulting in Siting and Construction of Jail
- 2005 ▪ Jail Master Update conducted
- 2008 ▪ Program for Jail Expansion Plan was developed
- 2009 ▪ Sheriff Staffing Reductions and Detention Housing Unit Closures



Public Safety Center: A Brief History

- 1989 ▪ Needs Assessment and Public Safety Center Master Plan Completed Resulting in Siting and Construction of Jail
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- 2010 ▪ June 26: Fire at Honor Farm Barracks 1 & 2 Destroy 172 Beds





Honor Farm Barracks 1 and 2 Fire -- June 26, 2010



Honor Farm Barracks 1 and 2 Fire -- June 26, 2010



SITE ACCESS GATE

SECURE PERIMETER FENCING

VISITOR GRAVEL PARKING

SHELTER

PUBLIC PORT-A-POTTIES

SMALL PORTABLE FOR SENTENCED INMATE C.E.D. INSTRUCTION

ELEC. + EMERGENCY GENERATOR

WALKWAY BRIDGE

4

STAFF LOCKERS PORTABLE

FUEL ISLAND

3

DOUBLE-WIDE PORTABLE FOR RECOVERY CLASSES (SENTENCED) AND FORMER VISITATION

PORTABLE FOR ADMINISTRATION

HOUSE 4 HOUSING

SMALL PORTABLE FOR K-9 OFFICES

MEDICAL PORTABLE 1
ENCLOSED CLOTHING EXCHANGE + INTAKE PROCESSING 2

HOUSE 3 HOUSING

GAZEBO

ADMIN. OFFICE + CONTROL AREA

HOUSE 2 (DESTROYED)

Laird Park

HOUSE 1 (DESTROYED)

PORTABLE BUILDING W/ PROBATION OFFICE AND INTERVIEW

DINING HALL + VISITATION

LIQUID GAS TANK

CONFERENCE AREA

KITCHEN AREA

STAFF TRAINING + BREAKROOM PORTABLE BUILDING

MAINTENANCE SHOPS, WAREHOUSE AND PROPERTY STORAGE

STAFF EXERCISE AREA

MAINTENANCE

SAN JOAQUIN RIVER

STORAGE SHEDS

100 YEAR FLOOD LINE

E HACKETT RD

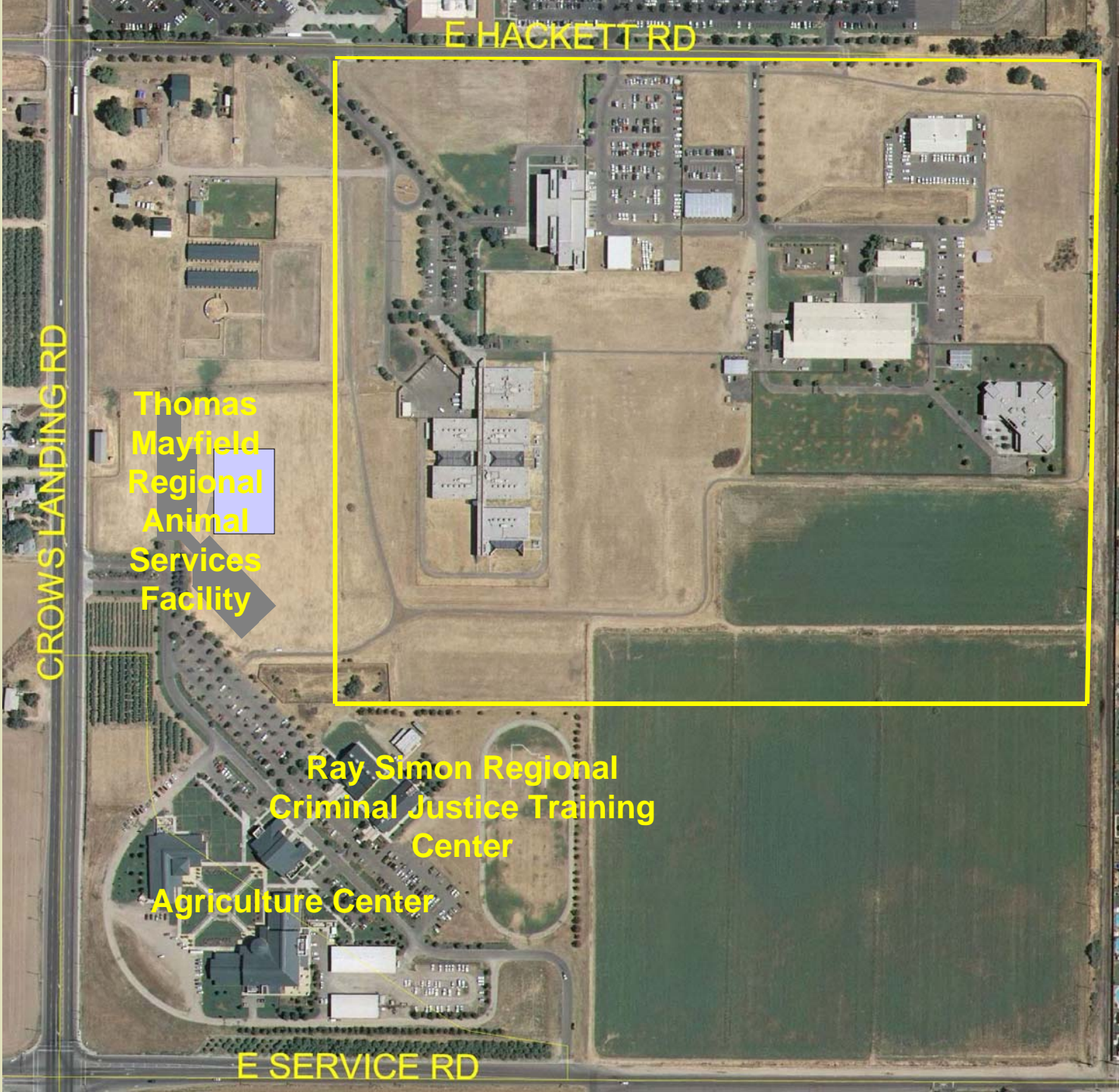
CROWS LANDING RD

Thomas
Mayfield
Regional
Animal
Services
Facility

Ray Simon Regional
Criminal Justice Training
Center

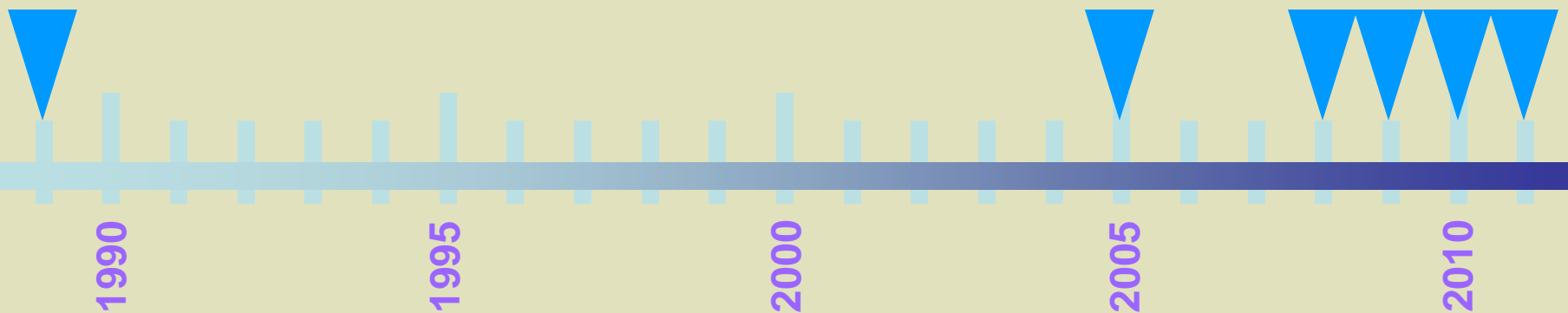
Agriculture Center

E SERVICE RD



Public Safety Center: A Brief History

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- 2009 ▪ Sheriff Staffing Reductions and Detention Housing Unit Closures
- 2010 ▪ June 26: Fire at Honor Farm Barracks 1 & 2 Destroy 172 Beds
- 2011 ▪ Potential for Intergovernmental Service Agreement Use of Detention Beds and Miminize Staff Reduction Impacts
- State Introduces SB109 and SB111 Shifts Inmates to Counties



Conclusions

- Appropriate and necessary to update the Public Safety Master Plan to include significant recent changes:
 1. Replacement of Honor Farm facilities at the Public Safety Center
 2. Confirm bed space needs projections for County detention
 3. Analyze recent legislative and funding changes and reflect impacts in an updated Jail Master Plan
 4. Identify opportunities for future detention service partnerships
 5. Consider impact of downtown Men's Jail deterioration and State plans to construct a new Courthouse in downtown Modesto

Implementation

- Amend Master Planning agreement with Crout & Side Criminal Justice Consultants, Inc. to update the Jail Master Plan.
- Jail planning and design will take time. Replacement bed space is urgently needed.
- Sole-Source Selection of Lionakis, Inc. to conduct Schematic Design for facilities at the Public Safety Center to replace jail beds lost due to the fire at the Honor Farm.
- Develop recommendations to initiate design for additional jail facilities needed now and in the future.

Recommendations

1. Approve actions related to updating the County's Public Safety Center Master Plan and Authorize the Project Manager to negotiate and execute Amendment No. 2 with Crout & Side Criminal Justice Consultants, Inc. to update the plan, and related jail detention matters at a cost not to exceed \$28,200.
2. Approve the initiation of design for the development of plans and specifications for the replacement of jail beds lost in the June, 2010 Honor Farm fire by approving a sole source contract for professional architectural design services to Lionakis, Inc. of Sacramento, California for the lump sum amount not to exceed \$128,130 for the first phase of design.

Recommendations

3. Authorize the Project Manager to issue a Notice to Proceed with Schematic Design of the Honor Farm Replacement Beds Project, contingent upon receipt of proper insurance.
4. Authorize the Project Manager to negotiate and execute contracts and work authorizations necessary to manage the schematic design phase including construction management, professional services and other related project costs consistent with the approved project budget.
5. Authorize the Auditor-Controller to establish a Special Revenue interest bearing fund to record insurance proceeds for the construction of a replacement facility for lost jail beds due to the fire that destroyed Honor Farm Barracks 1 and 2.

Recommendations

6. Direct the Auditor-Controller to increase appropriations and estimated revenue \$355,232 in the Capital Project fund as detailed the the Attached Budget Journal form to fund the first phase of design.
7. Direct the Auditor-Controller to transfer cash from the Special Revenue interest bearing fund from insurance proceeds and increase estimated revenue to reimburse departments for expenditures that were incurred in Fiscal Year 2010-2011 related to securing, demolishing and the insurance coverage phase due to the fire that destroyed Honor Farm Barracks 1 and 2 as detailed in the Attached Budget Journal form.

Public Safety Center Master Plan Honor Farm Barracks Replacement and Related Actions

Approval to Update the Public Safety Center Master Plan, Initiate Design for the Development of Plans and Specifications for the Replacement of Lost Jail Beds from the June, 2010 Honor Farm Fire and Related Actions Including Recommended Budget Adjustments

Board of Supervisors Agenda Item B-18

May 24, 2011