

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

DEPT: Chief Executive Office

BOARD AGENDA # B-6

Urgent

Routine

AGENDA DATE September 20, 2011

CEO Concurs with Recommendation YES  NO

4/5 Vote Required YES  NO

(Information Attached)

SUBJECT:

Approval to Award a Construction Contract to Roebbelen Contracting, Inc. for the Stanislaus County Juvenile Commitment Center Project Pursuant to the 2007 State Local Youthful Offender Rehabilitative Facility Program (SB81) Conditioned on Final Approval by the State of California and Related Actions

STAFF RECOMMENDATIONS:

1. Approve a conditional award of a construction contract, conditioned upon State approval to proceed with the construction of the Stanislaus County Juvenile Commitment Center Project, to Roebbelen Contracting, Inc. of El Dorado Hills, California for the lump sum amount of \$14,983,000 for the Base Bid and Alternates 1, 2 and 3.
2. Approve the formal resolution as required by the State of California for submission of the conditional award of a construction contract in order to proceed with the construction of the Stanislaus County Juvenile Commitment Center Project.

(Continued on Page 2)

FISCAL IMPACT:

On March 31, 2009, the Board of Supervisors approved an *initial* project budget of \$2,424,724 for the development of plans and specifications for the construction of the 2007 Local Youthful Offender Rehabilitative Facility Program (SB81) for the Stanislaus County Juvenile Commitment Center Project.

On December 21, 2010, the Board of Supervisors approved the Financing Plan for the Stanislaus County Juvenile Commitment Center Project. The financing plan for the construction of a 60-bed facility was originally estimated \$24,232,528.

(Continued on Page 2)

BOARD ACTION AS FOLLOWS:

No. 2011-549

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

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 Award a Construction Contract to Roebbelen Contracting, Inc. for the Stanislaus County Juvenile Commitment Center Project Pursuant to the 2007 State Local Youthful Offender Rehabilitative Facility Program (SB81) Conditioned on Final Approval by the State of California and Related Actions

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**STAFF RECOMMENDATIONS: (Continued)**

3. Authorize the Chief Executive Office to plan and conduct a public ground breaking ceremony to coincide with the commencement of construction.
4. Authorize the Project Manager to issue a Notice to Proceed upon receipt of proper insurance and bonds.
5. Authorize the Project Manager to negotiate and sign contracts and work authorizations necessary to manage the construction phase including construction management, professional services, and other project related expenses as necessary to manage the project as long as the costs are within the approved project budget as approved by the Board of Supervisors.
6. Direct the Auditor-Controller to establish the Project Budget and to increase appropriations and estimated revenue for this project as detailed in the attached Budget Journal form.
7. Relieve F&H Construction of its mathematical bid error and thus the forfeiture of its bid bond and approve the report prepared by County Staff in accordance with Public Contract Code Section 5101 and appended to this Agenda Item as Exhibit A and authorize the Project Manager to execute the report.

**FISCAL IMPACT: (Continued)**

The Financing Plan includes State funding of \$18 million towards construction, funded through the State of California lease-revenue bond financing program.

The primary sources of cash match the County has committed includes: \$1,725,000 from Public Facility Fees (PFF); \$2,732,528 from the Criminal Justice Facility Fund; and a non-cash match from land valued at \$1,775,000 at the site where the new facility will be constructed, for a total county match of \$6,232,528.

Adjustment to Project Budget Based on Bid Results

With the receipt of construction bids well within the total project cost estimated in the December 2010 Financing Plan, it is appropriate now to establish the official total Project Budget. As a result of bids coming in below the estimate; the total Project Cost will be reduced from the Financing Plan estimate of \$24, 232,528 to \$22,713,828.

As a result, it is recommended that the initial project budget approved in March 31, 2009 for up-front planning, and design costs now be increased in appropriations and estimated revenue for the construction phase of the project as outlined in the attached

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Budget Journal form. The previously approved appropriations budget of \$2,424,724 and the estimated non-cash value of the land of \$1,775,000, added to the recommended increase in appropriations of \$18,514,104 (which is made up of \$16,481,300 State and \$2,032,804 County) will establish a total project budget of \$22,713,828. An increase in estimated revenue of \$16,481,300, combined with previously budgeted County cash match of \$4,457,528 and non-cash match of \$1,775,000 from the value of the land will offset the budgeted project costs.

The recommended financial transactions represent the creation of the total Project Budget adding both State and County funds to the initial project budget established by the Board of Supervisors in March, 2009. The State of California Lease Revenue Bonds funds the construction portion of the project budget.

<b>Juvenile Commitment Center Sources</b>	<i>Previously Authorized Amount</i>	<i>Post-Bid Amount Recommended</i>
<b>State Funding</b>	\$18,000,000	\$16,481,300
<b>Detention Public Facility Fees</b>	\$1,450,000	\$1,450,000
<b>Criminal Justice Public Facility Fees</b>	\$275,000	\$275,000
<b>Criminal Justice Facilities Fund</b>	\$2,732,528	\$2,732,528
<b>Land</b>	\$1,775,000	\$1,775,000
<b>Total</b>	\$24,232,528	\$22,713,828

<b>Juvenile Commitment Center Uses</b>	<i>Previously Authorized Amount</i>	<i>Post-Bid Amount Recommended</i>
<b>Cash Uses for Design/Construction</b>	\$22,457,528	\$20,938,828
<b>Non-Cash Uses for Land/Site Acquisition</b>	\$1,775,000	\$1,775,000
<b>Total</b>	\$24,232,528	\$22,713,828

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The recommended increases in the Appropriations and Revenue Budgets are shown in the tables below:

<b>Appropriations Budget</b>	<b>Amount</b>
<b>Appropriations Budget Approved 3/31/09</b>	<b>\$2,424,724</b>
<b>Recommended Increase in Appropriations</b>	<b>\$18,514,104</b>
<b>Value of the Land/Site</b>	<b>\$1,775,000</b>
<b>Recommended Project Budget</b>	<b>\$22,713,828</b>

<b>Revenue Budget</b>	<b>Amount</b>
<b>Appropriations Budget Approved 3/31/09</b>	<b>\$4,457,528</b>
<b>Recommended Increase in Revenue</b>	<b>\$16,481,300</b>
<b>Value of the Land/Site</b>	<b>\$1,775,000</b>
<b>Recommended Revenue Budget</b>	<b>\$22,713,828</b>

As previously reported, the State Pooled Money Investment Board (PMIB) authorized the use of pooled State funds to provide interim financing for the project. The initial cash allocation approved for the construction of the Juvenile Commitment Center Project is \$6,826,000 which is anticipated to fund construction through March 2012. The California Department of Corrections and Rehabilitation will return to the PMIB for additional funding increments as construction of the Project progresses, approximately every 12 months. The State and the County will return to the State Public Works Board to amend the eligible State funded construction budget from \$18 million to \$16,481,300, reflective of the low bid received. The State will reimburse the County in arrears and staff will invoice the State monthly to ensure timely reimbursement. The Project Manager will closely evaluate and monitor cash flow during the course of construction through occupancy.

Bid Background

On July 12, 2011, the Board of Supervisors approved the plans and specifications for the 2007 Local Youthful Offender Rehabilitative Facility Construction Program (SB81) for the Stanislaus County Juvenile Commitment Center Project prepared by Lionakis, Inc., and deemed the following 14 general contractors as pre-qualified and approved to submit bids for the construction of the Juvenile Commitment Center:

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Juvenile Commitment Center Recommended Pre-Qualified Contractors	City and State
<b>ACME Construction Inc.</b>	Modesto, California
<b>Broward Builders, Inc.</b>	Woodland, California
<b>BRCO Constructors, Inc.</b>	Loomis, California
<b>C.T. Brayton &amp; Sons, Inc.</b>	Escalon, California
<b>Diede Construction, Inc.</b>	Lodi, California
<b>F &amp; H Construction</b>	Stockton, California
<b>Flintco Pacific, Inc.</b>	Roseville, California
<b>JL Bray and Son, Inc.</b>	Salida, California
<b>Lathrop Construction Associates, Inc.</b>	Benicia, California
<b>McCarthy Building Companies, Inc.</b>	Roseville, California
<b>Roebbelen Contracting, Inc.</b>	El Dorado Hills, California
<b>Seward L Schreder Construction, Inc.</b>	Redding, California
<b>SOLPAC Construction, dba Soltek Pacific Construction Company</b>	San Diego, California
<b>West Coast Contractors of Nevada, Inc.</b>	Reno, Nevada

On August 24, 2011, a total of nine bid proposals were received from the following general contractors: ACME Construction, of Modesto, California, Broward Builders, Inc. of Woodland, California, BRCO Constructors, Inc. of Loomis, California, C.T. Brayton and Son, Inc. of Escalon, California, Diede Construction, Inc. of Lodi, California, F & H Construction of Stockton, California, Lathrop Construction Associates, Inc. of Benicia, California, Roebbelen Contracting, Inc. of El Dorado Hills, California, and SOLPAC Construction of San Diego, California. The bids were evaluated through a blind bid process, comprised of six sequestered team members from the Probation Department, the Chief Executive Office, Capital Projects, and the Project Architect. All proposals received were below the estimated construction cost and the previously- approved project budget.

The base bids ranged from \$12,228,000 to \$15,866,000. Staff received prices for the following three additive bid alternates: 1.) addition of two program rooms , 2.) addition of a covered, secure walkway between the existing Juvenile Hall and the new Juvenile Commitment Center, and 3.) addition of security fencing around staff parking. The sum of all three additive bid alternates ranged from \$760,000 to \$1,004,000. The basis of the award is recommended to be the base bid and the three additive bid alternates. The first apparent lowest responsible bidder was F & H Construction of Stockton, California with a total bid of \$12,992,000.

On August 25, 2011, the County received a "Notice of Bid Mistake & Request for Consent to be Relieved of Bid" from F & H Construction. County Staff and outside counsel evaluated the correspondence from F & H Construction, which documented a \$1,760,000 mathematical error in F&H Construction's bid and requested that F&H be relieved of its bid in its entirety, including the bid bond. The correspondence and

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accompanying evidence provided by F&H (Exhibit A) established each of the elements required by Public Contract Code Section 5103 for an awarding authority to relieve a bidder of a bid.

Following a preliminary determination that F&H Construction's bid was non-responsive, the Project Manager posted a Notice of Intent to Award and transmitted copies to all nine pre-qualified bidding general contractors of the County's intent to recommend that the Board of Supervisors award the Juvenile Commitment Center construction contract to Roebbelen Contracting, Inc., of El Dorado Hills, California, the second apparent lowest responsible bidder for the lump sum amount \$14,893,000.

Staff requested that any protests to this award be sent to the County in accordance with the bid protest timeline in paragraph 19 of Document 00 21 00, Instruction to Bidders of the bid documents. One protest was received by the deadline of Thursday, September 1, 2011, at 2:00 p.m., but following an initial investigation and evaluation by County staff, was subsequently withdrawn by the protesting bidder.

At this time, the Chief Executive Office is returning to the Board of Supervisors to approve a conditional award of a construction contract, conditioned upon State approval to proceed with the construction of the Stanislaus County Juvenile Commitment Center Project, to Roebbelen Contracting, Inc. of El Dorado Hills, California for the lump sum amount of \$14,983,000 for the base bid and Alternates 1, 2 and 3.

The Board of Supervisors approved the initial project budget through the design and bidding phases. Now that bidding has concluded successfully within the County's project budget estimate, staff recommends that the Board of Supervisors approve the full capital project budget.

## **DISCUSSION:**

### Background

Stanislaus County is partnering with the State of California to build a 60-bed Juvenile Commitment Facility. The Board of Supervisors has approved proceeding with actions needed to construct a Juvenile Commitment Facility in Stanislaus County. The following task list highlights those tasks completed, as well as those tasks that will be completed through the course of construction and occupancy of the facility.

**Juvenile Commitment Facility Task List**

Tasks Completed:	Completion Date:
<input checked="" type="checkbox"/> Update Juvenile Justice System Needs Assessment .....	6/3/2008
<input checked="" type="checkbox"/> Application to State for SB81 Funding.....	1/27/2009
<input checked="" type="checkbox"/> Develop Juvenile Justice Facilities Master Plan.....	3/31/2009
<input checked="" type="checkbox"/> Receive Conditional Award of SB81 Grant funding.....	3/31/2009
<input checked="" type="checkbox"/> Select and Engage Architectural Services .....	1/12/2010
<input checked="" type="checkbox"/> Complete Schematic Design.....	8/3/2010
<input checked="" type="checkbox"/> Develop and Approve Project Financing Plan.....	12/21/2010
<input checked="" type="checkbox"/> Approve 30-year Operational/Staffing Plan .....	1/25/2011
<input checked="" type="checkbox"/> File CEQA Notice of Determination with County Clerk-Recorder.....	1/28/2011
<input checked="" type="checkbox"/> Submit Construction Drawings to State Fire Marshal .....	3/10/2011
<input checked="" type="checkbox"/> Receive Approval of Plans from Corrections Standards Authority.....	3/21/2011
<input checked="" type="checkbox"/> Receive Approval of Plans from County Dept. of Environmental Resources.....	3/31/2011
<input checked="" type="checkbox"/> Budget Funds for Driveway Improvements.....	4/19/2011
<input checked="" type="checkbox"/> Complete Due Diligence for Lease Revenue Bond Funding.....	4/19/2011
<input checked="" type="checkbox"/> Sign Project Delivery and Construction Agreement and CSA Agreement .....	4/26/2011
<input checked="" type="checkbox"/> File CEQA Notice of Determination with State Clearinghouse .....	4/27/2011
<input checked="" type="checkbox"/> Secure State Fire Marshal Approval of Plans.....	4/29/2011
<input checked="" type="checkbox"/> State Public Works Board Approves Project Scope, Cost, Schedule & Contracts.	5/13/2011
<input checked="" type="checkbox"/> Negotiate Final Ground Lease, Easement Agreement, and Right of Entry.....	5/13/2011
<input checked="" type="checkbox"/> Issue Request for Statements of Qualifications from General Contractors .....	5/18/2011
<input checked="" type="checkbox"/> Closure of 30-Day Filing Period for California Environmental Quality Act (CEQA) Notice of Determination with the State Clearinghouse.....	5/27/2011
<input checked="" type="checkbox"/> State Public Works Board Approves Ground Lease, Easement Agreement and Right of Entry.....	6/10/2011
<input checked="" type="checkbox"/> Funding Approval from Pooled Monies Investment Board and DOF.....	6/15/2011
<input checked="" type="checkbox"/> Board Approves Construction Documents and Authorization to Proceed to Bid .....	7/12/11
<input checked="" type="checkbox"/> Receive Bids .....	8/24/11

- Tasks To Be Completed:
- Board Conditional Award of Construction Contract
  - DOF Action to Award Construction Contract
  - Issue Notice to Proceed with Construction
  - Completion of Construction
  - Commissioning and Occupancy

On March 31, 2009, the Board of Supervisors acknowledged an award for up to \$18 million from the State of California to build a Juvenile Youth Treatment Facility (YTF) with funds under the Department of Corrections 2007 Local Youthful Offender Rehabilitative Construction Funding (Senate Bill 81) and directed staff to negotiate a contract with the State.

The Board also approved the Juvenile Justice Facilities Master Plan which provided the County with a road map to guide the planning of its juvenile detention housing and support facilities for the next three decades, through year 2038 as outlined below.

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#### Juvenile Justice Facilities Master Plan:

- Proposed a Youth Treatment Facility to house and rehabilitate court-committed juveniles, for which the County has no dedicated facilities;
- Secured State funding available through SB 81 to fund the first phase of the Youth Treatment Facility; and,
- Established a plan to solve the County's short- and long-term juvenile detention bed needs through year 2038.

The original project budget for first phase of the Youth Treatment Facility was estimated to be \$24.1 million. On January 12, 2010, the Board of Supervisors approved retaining the Lionakis, Inc. firm for professional design services for the development of plans and specifications for the construction of a new Juvenile Commitment Facility for the lump sum amount not to exceed \$1.9 million for all five phases of the project. The Board also authorized contracting for professional services for Surveying, Soils Engineering, Phase I and II Environmental Engineering, Property Appraisal, Construction Management, and Environmental Impact Reviews necessary for the project.

On August 3, 2010, the Board of Supervisors approved the schematic design as prepared by Lionakis, Inc. The project consisted of a stand-alone 46,998 square foot Juvenile Commitment Center with the required outdoor recreation yard, a new parking lot to accommodate the facility staff and visitors, and a small amount of landscaping. The Juvenile Commitment Center included one 30-bed housing unit and two 15-bed housing units with a mix of single and double sleeping rooms, and 4-bed dormitory-type rooms. The facility includes code required medical screening, interview rooms classrooms, multi-purpose space, a culinary program classroom, food service and various support spaces for staff services. At that time, staff reported they would return to the Board to recommend a financing plan for the construction of the Juvenile Commitment Center Project.

On December 21, 2010, the Board of Supervisors approved the financing plan for the SB 81 Juvenile Commitment Center Project, with an estimated project budget of \$24,232,528. The Board of Supervisors authorized the Project Manager to submit the project financing plan and negotiate the Construction Agreement and the Project Delivery and Construction Agreements with the State of California for the construction of the Juvenile Commitment Center. The Board directed staff to return with the final negotiated Agreements with the State for final consideration before a recommendation is made to proceed to construction.

On April 19, 2011, in response to final requirements of the State of California to secure funding for the project, the Board of Supervisors approved funding of an additional \$75,000 from existing budgeted funds for driveway improvements needed for the Juvenile Commitment Center.



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On April 26, 2011, the Board of Supervisors approved, and authorized the Chairman to sign, the Project Delivery and Construction Agreement (PDCA) by and among Stanislaus County, the State Public Works Board, the Department of Corrections and Rehabilitation, and the Corrections Standards Authority of the State of California, as well as the Construction Agreement between Stanislaus County and the Corrections Standards Authority of the State of California for SB 81. The Board also authorized the Project Manager and County Counsel to negotiate and execute on behalf of the County, and in substantially the same form provided, Exhibits to the PDCA. Those Exhibits included Exhibit A, Project Scope, Cost and Schedule Description; Exhibit B: Form of Ground Lease; Exhibit C: Form of Right of Entry for Construction and Operation; Exhibit D: Form of Facility Sublease; Exhibit E-1: Description of the Participating County Funding Cash Match; Exhibit E-2: Description of the Participating County Funding In-Kind Match.

On May 13, 2011, the State Public Works Board approved the conceptual plan, scope, schedule and budget for phase one of the Juvenile Commitment Facility project (Attachment 1); and approved the Construction Agreement (CA) and Project Delivery and Construction Agreement (PDCA) by and among Stanislaus County, the State Department of Corrections and Rehabilitation, the Corrections Standards Authority, the Department of General Services, and the State Department of Finance. The State Public Works Board took further action on June 10, 2011 to approve the final plans and specifications prepared by Lionakis, Inc. for the Project and to approve the Ground Lease referenced in the preceding paragraph.

On May 17, 2011, the Board of Supervisors approved the issuance of a Request for Statements of Qualification (RFSOQ) for the Pre-Qualification of General Contractors for the Juvenile Commitment Center project.

The Notice of Determination was filed with the State Clearinghouse on April 27, 2011. On May 27, 2011, the 30-day filing period of the Notice of Determination as required by the California Environmental Quality Act (CEQA) was closed without further comments.

On June 15, 2011, the State Pooled Money Investment Board (PMIB) authorized the use of pooled State funds to provide interim financing for the project, the first such SB 81 project to be funded in the State. The Pooled Money Investment Board allocates funds by the Fiscal Year only. The initial allocation approved is \$6,826,000. The California Department of Corrections and Rehabilitation will return to the PMIB for additional funding increments as the Project progresses, approximately every 12 months. The PMIB's approval of the use of pooled State funds for the interim financing of the project created a nexus for the County to proceed to the Bid and Award Phase of the Project.

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On July 12, 2011, the Board of Supervisors approved the plans and specifications for the Stanislaus County Juvenile Commitment Center Project, and approved the list of 14 pre-qualified general contractors compiled by County Staff in connection with the Request for Statements of Qualifications. At that time, the Board of Supervisors authorized the Project Manager to issue a notice inviting bids and set a due date of August 24, 2011, immediately after 2:00 p.m., and requested staff to return to the Board to recommend a conditional construction contract award.

### **Next Recommended Actions**

Both the Board of Supervisors and the State of California Department of Finance must review the bids and approve award of the construction contract pursuant to the terms of the Project Delivery and Construction Agreement. Between the County and the State.

At this time, staff is recommending that the Board of Supervisors find F&H Construction's bid to be non-responsive and relieve F&H Construction of its bid in its entirety, including its bid bond. As required by Public Contract Code Section 5101, County Staff has prepared a report documenting the existence of each fact required by Section 5103. The report is attached to this Agenda Item as Exhibit A. Upon its approval by the Board of Supervisors, the report shall be available for inspection as a public record.

Staff is further recommending that the Board of Supervisors approve a *conditional* award of construction contract to Roebbelen Contracting, Inc. subject to approval by the State of California. Exhibit B is the recommended Board of Supervisors Resolution to certify the Board of Supervisor's conditional award of the construction contract for the State's approval.

Staff also recommends that the Board of Supervisors authorize the Project Manager to issue a Notice to Proceed to Roebbelen Contracting, Inc. subject to receipt of proper insurance and bonds and authorization from the State of California for the construction contract. Once State authorization has been received and the Notice to Proceed is issued to the general contractor the construction project will begin. Exhibit C is the Construction Contract.

Staff also request authority by the Board of Supervisors to plan and conduct a public groundbreaking ceremony in recognition of the successful start of construction on this important project as the first Youthful Offender Rehabilitation Facility grant partnership program in California.

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### Schedule

The Project Team has made significant progress towards construction of a Juvenile Commitment Facility. A Ground Breaking Ceremony is anticipated to occur in mid-October 2011, with construction of the new facility to be completed in the Spring of 2013.

### **POLICY ISSUES:**

Approval of this action supports the Board's priority of A Safe Community and Efficient Delivery of Public Services by leveraging innovative State Lease Revenue Bond grant funding for the construction of this project.

### **STAFFING IMPACTS:**

Current Chief Executive Office Capital Projects staff working in collaboration with the Probation Department will continue to implement the project.

### **CONTACT PERSON:**

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

# County of Stanislaus: Auditor-Controller Legal Budget Journal

Database  
Set of Books

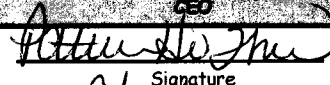

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County of Stanislaus

<b>Balance Type</b>	Budget
<b>Category</b>	* List - Text Budget - Upload
<b>Source</b>	* List - Text CEO NJB
<b>Currency</b>	* List - Text USD
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<b>Journal Description</b>	Text JUVENILE COMMITMENT CENTER BUDGET
<b>Journal Reference</b>	Text
<b>Organization</b>	List - Text Stanislaus Budget Org

Upl	Fund	Org	Acc't	GL Proj	Loc	Misc	Other	Debit		Credit		Period	Line Description
								incr appropriations	decr appropriations	decr est revenue	incr est revenue		
	4	7	5	7	6	6	5	(format > number > general)		MMM-YY	List - Text	Text	
Pb	2049	0061126	74190	0000000	000000	000125	00000	509.91				SEP-11	PICK UP & DELIVERY
Pb	2049	0061126	80300	0000000	000000	000127	00000	14983000				SEP-11	CONSTRUCTION
Pb	2049	0061126	80315	0000000	000000	000126	00000			2500		SEP-11	SURVEYS
Pb	2049	0061126	80315	0000000	000000	000126	00000	5000				SEP-11	SURVEYS
Pb	2049	0061126	80570	0000000	000000	000127	00000	1498300				SEP-11	CONSTR. CONTINGENC
Pb	2049	0061126	82130	0000000	000000	000128	00000	72000				SEP-11	FURNITURE, FIX & EQ
Pb													
Pb	2049	0061126	25000	0000000	000000	000000	00000			16481300		SEP-11	STATE OTHER REVENUE
Pb													
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Pb													

**Totals:** 20260073.81 1745970

**Explanation:**  
BRING IN THE APPROPRIATIONS FOR THE JUVENILE COMMITMENT C

<b>Requesting Department</b>	<b>CEO</b>	<b>Date Entry</b>	<b>Auditors Office Only</b>
NORMA BAKER			
Signature	Signature	Keyed by	Prepared By
9.12.11	9/15/11		
Date	Date	Date	Date

# County of Stanislaus: Auditor-Controller Legal Budget Journal

Database  
Set of Books

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

<b>Balance Type</b>	Budget
<b>Category</b>	* List - Text Budget - Upload
<b>Source</b>	* List - Text CEO NJB
<b>Currency</b>	* List - Text USD
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<b>Batch Name</b>	Text
<b>Journal Name</b>	Text JV CEO CP000051
<b>Journal Description</b>	Text JUVENILE COMMITMENT CENTER BUDGET
<b>Journal Reference</b>	Text
<b>Organization</b>	List - Text Stanislaus Budget Org

Up/	Fund	Org	Acc't	GL Proj	Loc	Misc	Other	Debit		Credit		Period	Line Description
								incr appropriations	decr appropriations	decr est revenue	incr est revenue		
4	7	5	7	6	6	5	(format > number > general)		MMM-YY	List - Text	Text		
P	2049	0061126	50000	0000000	000000	000125	00000	73701				SEP-11	SALARIES & WAGES
P	2049	0061126	52010	0000000	000000	000125	00000	2997				SEP-11	FICA
P	2049	0061126	73580	0000000	000000	000125	00000	300000				SEP-11	TRANSITION TEAM
P	2049	0061126	73580	0000000	000000	000125	00000	120000				SEP-11	PROBATION ADMIN.
P	2049	0061126	62400	0000000	000000	000125	00000	23840.06				SEP-11	OWNER CONTINGENCY
P	2049	0061126	62470	0000000	000000	000125	00000	20200				SEP-11	STATE REVIEWS
P	2049	0061126	62600	0000000	000000	000125	00000	5000				SEP-11	OFFICE SUPPLIES
P	2049	0061126	62630	0000000	000000	000125	00000	15495.26				SEP-11	OUTSIDE PRINTING
P	2049	0061126	62730	0000000	000000	000125	00000	1068				SEP-11	POSTAGE
P	2049	0061126	63110	0000000	000000	000125	00000	10198.1				SEP-11	OUTSIDE AUDITING
P	2049	0061126	63430	0000000	000000	000126	00000	3005				SEP-11	OTHER DESIGN CONSU
P	2049	0061126	63640	0000000	000000	000128	00000	129009				SEP-11	LEGAL FEES
P	2049	0061126	64150	0000000	000000	000126	00000	107474				SEP-11	CODE REQ. TESTING
P	2049	0061126	64210	0000000	000000	000125	00000	224798				SEP-11	INSPECTORS
P	2049	0061126	64220	0000000	000000	000126	00000	389227.84				SEP-11	ARCH & ENGR FEES
P	2049	0061126	64600	0000000	000000	000125	00000	463173.54				SEP-11	CONSTR MGR
P	2049	0061126	64631	0000000	000000	000126	00000	15297.16				SEP-11	GEOTECHNICAL SERV
P	2049	0061126	65000	0000000	000000	000125	00000	9000.16				SEP-11	PUBLICATIONS
P	2049	0061126	66020	0000000	000000	000126	00000	263				SEP-11	ENVIRONMENTAL IM
P	2049	0061126	66210	0000000	000000	000125	00000			14495		SEP-11	BUILDING PERMITS
P	2049	0061126	67230	0000000	000000	000125	00000	49990.52				SEP-11	UTILITY CONNECT.
P	2049	0061126	73511	0000000	000000	000125	00000	2248.53				SEP-11	GOVT FUND-AUDITOR
P	2049	0061126	73512	0000000	000000	000125	00000	3487.34				SEP-11	GOVT FUND-PUR
P	2049	0061126	73515	0000000	000000	000125	00000	96				SEP-11	GOVT FUND-PARKS
P	2049	0061126	73516	0000000	000000	000125	00000	5000				SEP-11	PUB WKS BM MAINT
P	2049	0061126	73580	0000000	000000	000125	00000			3975		SEP-11	PUB WKS ENGINEER
P	2049	0061126	73024	0000000	000000	000125	00000	1057				SEP-11	ENVIRON IMPACT-IN
P	2049	0061126	74110	0000000	000000	000125	00000	127.48				SEP-11	MAIL RM POST SVC
P	2049	0061126	74130	0000000	000000	000125	00000	509.91				SEP-11	DATA PROCESSING

**Totals:** 1976263.9      18470

**Explanation:**

<b>Requesting Department</b>	<b>CEO</b>	<b>Date Entry</b>	<b>Auditors Office Only</b>
Signature	<i>Patricia Johnson</i> Signature	Keyed by	Prepared By
Date	9/16/11 Date	Date	9/15/11 Approved By Date

# Exhibit A

## County of Stanislaus

### Report Regarding F&H Construction Request to be Relieved From Bid

On August 24, 2011, a total of nine bid proposals were received by the County of Stanislaus for its Bid Package 1 for the Juvenile Commitment Center. The bids were evaluated through a blind bid process, comprised of six sequestered team members from the Probation Department, the Chief Executive Office, Capital Projects, and the Project Architect.

The base bids ranged from \$12,228,000 to \$15,866,000. In addition, the County received prices for three additive bid alternates, collectively ranging from \$760,000 to \$1,004,000. County Staff determined that the first apparent lowest responsible bidder was F & H Construction of Stockton, California with a total bid of \$12,992,000 for the base bid and three additive bid alternates.

On August 25, 2011, the County received a "Notice of Bid Mistake & Request for Consent to be Relieved of Bid" from F & H Construction. County Staff and outside counsel evaluated the correspondence from F & H Construction, which documented a \$1,760,000 mathematical error in F&H Construction's bid and requested that F&H be relieved of its bid in its entirety, including the bid bond. The correspondence and accompanying evidence provided by F&H, a copy of which is attached hereto and incorporated by reference herein, established each of the elements required by Public Contract Code Section 5103 for an awarding authority to relieve a bidder of a bid, as follows:

1. F&H Construction has established to the satisfaction of County staff that a mistake was made in its bid.
2. F&H Construction gave the County of Stanislaus written notice within five working days, excluding Saturdays, Sundays, and state holidays, after the opening of the bids of the mistake, specifying in its notice in detail how the mistake occurred.
3. F&H Construction has established to the satisfaction of County staff that the mathematical error in its bid caused its bid to be materially different than F&H Construction intended it to be.
4. F&H Construction has established to the satisfaction of County staff that the mistake by F&H Construction was made in filling out the bid and not due to error in judgment or to carelessness in inspecting the site of the work, or in reading the plans or specifications. Specifically, F&H Construction's estimator inadvertently failed to include one digit in one line item number contained in its bid. The omission of this one digit caused F&H Construction's bid to be \$1,760,000 lower than intended.

Accordingly, on September 20, 2011, the Stanislaus County Board of Supervisors granted the request of F&H Construction that it be relieved of its bid in its entirety, including its bid bond.

As required by California Public Contract Code Section 5101, this report shall be available for inspection as a public record.



---

Patricia Hill Thomas  
Chief Operations Officer /  
Assistant Executive Officer





August 25, 2011

Via Facsimile, Overnight Mail, Certified Mail & U.S. Mail

County of Stanislaus  
1010 Tenth Street, Suite 2300  
Modesto, CA 95354

Attn: Patricia Thomas  
Via Facsimile - (209) 525-4384

Re: Juvenile Commitment Center (Bid Date: August 24, 2011)  
Modesto, CA

Subject: Notice of Bid Mistake & Request for Consent to be Relieved of Bid

Dear Ms. Thomas:

Based on the published results of yesterday's bid opening, F&H Construction is the apparent lowest responsive and responsible bidder on this project. However, after review of its submitted bid, F&H Construction has identified a clerical mistake made in preparation of its bid. Due to this clerical mistake, the submitted bid price is significantly lower than the intended bid price. Accordingly, the purpose of this letter is provide the County of Stanislaus with formal notice of the material bid mistake and to respectfully request consent to be relieved of the bid in its entirety.

**A. F&H Construction's Bid Contains a Material Mistake.**

The bid of F&H Construction contains a clerical error which causes the bid to omit \$1,760,000 for Masonry work set forth in Division 4 - Specification Section 04 22 00.

In preparing the submitted bid for this project, F&H Construction's estimator intended to enter a total amount of \$1,953,000 into his bid day spreadsheet as the calculated cost to complete the Division 4 (Masonry) work. Despite his intent, the estimator -rushing in haste to timely complete the bid - inadvertently failed to key the number "5" into the amount for the masonry work, and instead entered \$193,000 as the total amount for the masonry work. This clerical error translates to a material difference of \$1,760,000 between the amount the F&H Construction estimator intended to enter into his bid spreadsheet for this work (i.e., \$1,953,000) and the amount he actually entered in error (i.e., \$193,000). Enclosed is a copy of the masonry subcontractor's proposal in the amount of \$1,953,000, which was incorporated into F&H Construction's bid. Notably, the masonry subcontractor's proposal amount is the exact amount that F&H Construction's estimator intended to enter into his bid spreadsheet. But for his clerical error in failing to type the number "5", F&H Construction's overall bid amount would have been \$1,760,000 higher than the amount erroneously submitted.

8/25/2011

**B. County of Stanislaus Should Consent to Relieve F&H Construction of its Bid.**

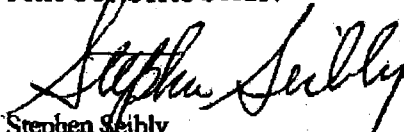
California Public Contract Code §5101 affords the County of Stanislaus with the discretion to consent to relieve a bidder from its bid because of a mistake. In evaluating this request, it is important to note that F&H Construction can establish each of the following requirements for bid relief, as set forth at Public Contract Code §5103:

- (a) A mistake was made by F&H Construction;
- (b) F&H Construction – by way of this letter - has provided County of Stanislaus with written notice within five (5) working days, excluding Saturdays, Sundays and state holidays, after the opening of the bids of the mistake, specifying in the notice in detail how the mistake occurred;
- (c) F&H Construction's mistake rendered its bid materially different than it was intended to be; and
- (d) F&H Construction's mistake was made in filling out the bid and not due to error in judgment or to carelessness in inspecting the site of the work, or in reading the plans or specifications.

Based on the foregoing, it is respectfully requested that the County of Stanislaus consent to relieve F&H Construction of its bid for this project, and to return its bid bonds. In the event the County of Stanislaus requires any additional information to establish the existence of or circumstances surrounding F&H Construction's material bid error, please do not hesitate to contact us. In the interim, we sincerely apologize for this inconvenience and hope it does not serve as any impediment to any future opportunities to work together. We were very much looking forward to teaming with the County on this project.

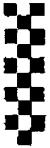
Very truly yours,

F&H CONSTRUCTION



Stephen Seibly  
Chief Estimator, Secretary and Treasurer

cc: Don Phemister  
Teresa Vander Veen



# PENGILLY MASONRY INC

## Bid Proposal

Bid #: PM-1008

Date: Wednesday, August 24, 2011

Project Name: Stanislaus County Juvenile Commitment Center

Date of Plans:

Description of Work: 8" & 12" CMU WALLS FOR BUILDING (SPRAY INSULATION INCLUDED for 12" EXT CMU), SIGN, 2 EA ENCLOSURES (NORTH/SOUTH), 5 EA ENTRY PILASTERS, COURTYARD WALL & SCREEN WALL @ GYM.

Bid Amount: \* SEE BELOW FOR BASE & ADD ALT

**Includes:** All necessary labor and materials to complete the project listed above according to the plans and specifications.

**Materials Included:** 8" & 12" smooth gray, colored split face, colored scored CMU, sill block & wall cap, mortar, rebar, grout & spray in insulation.

**Excludes:** Testing and inspection costs, permits, placing of tied reinforcing assemblages, placing of steel sash or door frames, furnishing and loading of miscellaneous metal items, footings, floor dowels, shoring for openings and bond beams, demolition, drilling, dowelling, welding, furnishing and placing of dove tail slots located in concrete, sandblasting concrete surfaces, waterproofing, painting, drypacking of items set by others, carpentry work such as shoring, bracing forming and setting of frames etc., grades and wall lines, furnishing of water or electricity used during construction, shop drawings, insurance over four million dollars liability, bonds.

**Also Excludes:** SILICONE WATER PROOFING.

**Terms:** The terms and conditions of the work provided hereunder shall be extended for the extent of delays caused by inclement weather, strikes, accidents, delays of owners, shortages of materials and labor, actions by labor unions, and other delays unavoidable or beyond our control. This bid may be withdrawn by us if not accepted within ninety (90) days. This bid is based on reasonable access to all masonry work areas as well as other construction areas, and reasonable site grading to allow safe erection of scaffolding. Additional insured endorsements as per CG 2010 (10-93)

**Special Terms:** \* BASE BID \$ 1,983,000.00  
ADD FOR ADD ALT # 1 \$ 54,200.00 (P)

ADDENDUMS 1-3 NOTED  
BOND RATING IS 1.5%  
WE ARE A STATE OF CA CERTIFIED SMALL BUSINESS

Respectfully submitted,

Chris Pengilly, Estimator

**NOTE: This bid proposal must become part of any contract for this project, or the contract must acknowledge all exclusions, terms and special terms.**



# Exhibit B

THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS  
STATE OF CALIFORNIA

Date: September 20, 2011

No. 2011-549

On motion of Supervisor O'Brien and approved by the following vote,  
and approved by the following vote,

Seconded by Supervisor DeMartini

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

Noes: Supervisors: None

Excused or Absent: Supervisors: None

Abstaining: Supervisor: None

THE FOLLOWING RESOLUTION WAS ADOPTED:

Item # B-6

**Approval to Award a Construction Contract to Roebbelen Contracting, Inc. for the Construction of the Stanislaus County Juvenile Commitment Center Project for the Lump Sum Amount of \$14,983,000 for the Base Bid and Alternates 1, 2, and 3, Conditioned upon State Approval to Proceed with Construction**

WHEREAS, on July 12, 2011, the County of Stanislaus Board of Supervisors approved the plans and specifications for the 2007 Local Youthful Offender Rehabilitative Facility Construction Program (SB81) for the Stanislaus County Juvenile Commitment Center Project prepared by Lionakis, Inc., and deemed 14 general contractors as pre-qualified and approved to submit bids for the construction of the Juvenile Commitment Center.

WHEREAS, on August 24, 2011, a total of nine bid proposals were received from pre-qualified general contractors.

WHEREAS, the nine bids received were evaluated through a blind bid process by a team comprised of six sequestered team members from the Probation Department, the Chief Executive Office, Capital Projects, and the Project Architect.

WHEREAS, all proposals received were below the estimated construction cost and the previously-approved project budget.

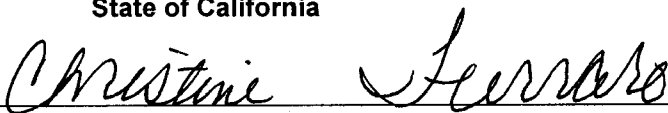
WHEREAS, on August 26, 2011, the Project Manager posted a Notice of Intent to Award and transmitted copies to all nine pre-qualified bidding general contractors of the County's intent to recommend that the Board of Supervisors award the Juvenile Commitment Center construction contract to Roebbelen Contracting, Inc., of El Dorado Hills, California, the second apparent lowest responsible bidder for the lump sum amount not to exceed \$14,893,000.

WHEREAS, County Staff requested that any protests to its intended award be sent to the County in accordance with the bid protest timeline in paragraph 19 of Document 00 21 00, Instruction to Bidders of the bid documents; and one protest timely received was subsequently withdrawn by the protesting bidder following an initial investigation and evaluation by County Staff.

NOW, THEREFORE, be it resolved that the Stanislaus County Board of Supervisors does hereby approve a conditional award of a construction contract, conditioned upon State approval to proceed with the construction of the Stanislaus County Juvenile Commitment Center Project, to Roebbelen Contracting, Inc. of El Dorado Hills, California for the lump sum amount not to exceed \$14,983,000, for the Base Bid and Alternates 1, 2, and 3.

NOW, THEREFORE, be it further resolved that the Stanislaus County Board of Supervisors does hereby authorize submission of the conditional award of a construction contract in the amount of \$14,983,000, for the Base Bid and Alternates 1, 2, and 3, to the State of California for Approval to Proceed with the construction of the Stanislaus County Juvenile Commitment Center Project.

ATTEST: **CHRISTINE FERRARO TALLMAN, Clerk**  
**Stanislaus County Board of Supervisors,**  
**State of California**



File No.

# Exhibit C

DOCUMENT 00 52 00

**AGREEMENT**

THIS AGREEMENT, dated this 20th day of September, 2011, by and between Roebbelen Contracting, Inc. ("Contractor"), and the County of Stanislaus ("County"), acting under and by virtue of the authority vested in the County by the laws of the State of California;

WHEREAS, County, by its Agenda Item No. 2011-549 adopted on the 20th day of September, 2011, awarded to Contractor the following contract:

**General Construction  
Juvenile Commitment Center  
Blue Gum and 2nd Street  
Modesto, CA**

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

**Article 1. Work**

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

**Article 2. County's Representative, Construction Manager**

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

2.2 County has designated **Gino Colacchia** to act as **Construction Manager**. County may assign all or part of the County Representative's rights, responsibilities and duties to Construction Manager. County may change the identity of the Construction Manager at any time with notice and without liability to Contractor.

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

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

1010 Tenth Street, Suite 6800  
Modesto, CA 95354



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

### **Article 3. Contract Time and Liquidated Damages**

#### **3.1 Contract Time.**

3.1.1 Contractor shall commence Planning Phase on the date established in the Notice to Proceed with Planning and shall achieve completion of that phase within 30 days from commencement. County reserves the right to modify or alter the Commencement Date or Completion Date of the Planning Phase.

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

3.1.3 Contractor shall achieve Substantial Completion of the Construction Phase described in the Contract Documents within 460 Days from the date established in the Notice to Proceed with Construction.

3.1.4 Contractor shall achieve Final Completion of the entire Work and be ready for Final Payment in accordance with Section 01 77 00 (Contract Closeout) within 60 Days from Substantial Completion of Construction.

3.1.5 At the Contractors Option, during the Planning Phase, the Contractor may proceed with work specified in Division 02 Existing Conditions, and Division 31 Earthwork only.

#### **3.2 Liquidated Damages.**

County and Contractor recognize that time is of the essence of this Agreement and that County will suffer financial loss in the form of contract administration expenses (such as project management and consultant expenses), if all or any part of the Work is not completed within the times specified above, plus any extensions thereof allowed in accordance with the Contract Documents. Consistent with Document 00 70 00 (General Conditions), Contractor and County agree that because of the nature of the Project, it would be impractical or extremely difficult to fix the amount of actual damages incurred by County because of a delay in completion of all or any part of the Work. Accordingly,

County and Contractor agree that as liquidated damages for delay Contractor shall pay  
County:

3.2.1 \$7,500 per day if Contractor fails to achieve completion times for each phase as described in paragraph 3.1 above.

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

3.3 Liquidated damages for delay shall only cover administrative, overhead, interest on bonds, and general loss of public use damages suffered by County as a result of delay. Liquidated damages shall not cover the cost of completion of the Work, damages resulting from defective Work, lost revenues or costs of substitute facilities, damages arising from a loss of matching funding supplied by the State of California as a result of delay in completion of the Work, or damages suffered by others who then seek to recover their damages from County (for example, delay claims of other contractors, subcontractors, tenants, or other third-parties), and defense costs thereof. See Document 00 70 00 (General Conditions), paragraph 15.E.

#### **Article 4. Contract Sum**

4.1 County shall pay Contractor the Contract Lump Sum for completion of Work in accordance with Contract Documents as follows:

**Fourteen Million Nine Hundred Eighty-Three Thousand Dollars and No/100 (\$14,983,000.00).**

#### **Article 5. Contractor's Representations**

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

5.1 Contractor has visited the Site and has examined thoroughly and understood the nature and extent of the Contract Documents, Work, Site, locality, actual conditions, as-built conditions, and all local conditions, and federal, state and local laws and regulations that in any manner may affect cost, progress, performance or furnishing of Work or which relate to any aspect of the means, methods, techniques, sequences or procedures of construction to be employed by Contractor and safety precautions and programs incident thereto.

5.2 Contractor has examined thoroughly and understood all reports of exploration and tests of subsurface conditions, as-built drawings, drawings, products specifications or reports, available for Bidding purposes, of physical conditions, including Underground Facilities, which are identified in Document 00 31 32 (Geotechnical Data and Existing Conditions), or which may appear in the Drawings. Contractor accepts the determination set forth in these Documents and Document 00 70 00 (General Conditions) of the limited extent of the information contained in such materials upon which Contractor may be entitled to rely. Contractor agrees that except for the information so identified, Contractor does not and shall not rely on any other information contained in such reports and drawings.

5.3 Contractor has conducted or obtained and has understood all such examinations, investigations, explorations, tests, reports and studies (in addition to or to supplement those referred to in Section 5.2 of this Document 00 52 00) that pertain to the subsurface conditions, as-built conditions, Underground Facilities and all other physical conditions at or contiguous to the Site or otherwise that may affect the cost, progress, performance or furnishing of Work, as Contractor considers necessary for the performance or furnishing of Work at the Contract Sum, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of Document 00 70 00 (General Conditions); and no additional examinations, investigations, explorations, tests, reports, studies or similar information or data are or will be required by Contractor for such purposes.

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

5.5 Contractor has given County prompt written notice of all conflicts, errors, ambiguities, or discrepancies that it has discovered in or among the Contract Documents and as-built drawings and actual conditions and the written resolution thereof through Addenda issued by County is acceptable to Contractor.

5.6 Contractor is duly organized, existing and in good standing under applicable state law, and is duly qualified to conduct business in the State of California.

5.7 Contractor has duly authorized the execution, delivery and performance of this Agreement, the other Contract Documents and the Work to be performed herein. The Contract Documents do not violate or create a default under any instrument, agreement, order or decree binding on Contractor.

5.8 Contractor has listed the following Subcontractors pursuant to the Subcontractor Listing Law, California Public Contracting Code §4100 *et seq.*:

<b>Name of Subcontractor and Location of Mill or Workshop</b>	<b>Description of Work</b>	<b>License Number</b>
<b>D S S Company dba Knife River Construction</b> Stockton, CA	Earthwork, Paving & Site Utilities	334653
<b>Odyssey Landscaping Company Inc.</b> Lodi, CA	Landscape & Irrigation	424613
<b>Camblin Steel Service Inc.</b> Sacramento, CA	Rebar	218839
<b>Kasco Fab Inc.</b> Fresno, CA	Steel & Deck	433448
<b>Bratton Masonry</b> Fresno, CA	Masonry	274525
<b>Quality Erectors &amp; Construction Co Inc</b> Benicia, CA	Metal Roofing & Siding	502736
<b>Watson Companies Inc.</b> Sacramento, CA	TPO Roofing	938330

<b>RR Laminates</b> Rocklin, CA	Casework	955544
<b>Legg Inc.</b> Livermore, CA	Detention Equipment	766727
<b>Nor-Cal Glass</b> Sonora, CA	Glass & Glazing	868066
<b>JF McCray Plastering Inc.</b> West Sacramento, CA	Gypsum Board	281341
<b>CLT Tile</b> Stockton, CA	Tile	604803
<b>Pat Baird Acoustics Inc.</b> Rocklin, CA	Acoustical Ceiling	731213
<b>BT Mancini Co Inc.</b> Sacramento, CA	Flooring	229210
<b>Ro's Precise Painting Inc.</b> Sanger, CA	Painting	757058
<b>RW Smith &amp; Co</b> Costa Mesa, CA	Food Service	457555
<b>Pipers Fire Protection</b> Stockton, CA	Fire Sprinkler	803257
<b>Humphrey Plumbing Inc.</b> Turlock, CA	Plumbing	611507
<b>Regency Mechanical, Inc.</b> North Highlands, CA	HVAC	787255
<b>Collins Electrical Co, Inc.</b> Modesto, CA	Electrical	115427
<b>Eide Industries Inc.</b> Cerritos, CA	Canopies	211771

### **Article 6. Contract Documents**

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

- Document 00 51 00 Notice of Award
- Document 00 52 00 Agreement
- Document 00 55 00 Notice to Proceed
- Document 00 61 00 Construction Performance Bond
- Document 00 62 00 Construction Labor and Material Payment Bond
- Document 00 63 00 Guaranty
- Document 00 65 00 Agreement and Release of Any and All Claims
- Document 00 66 00 Substitution Request Form
- Document 00 67 00 Escrow Bid Documents
- Document 00 68 00 Escrow Agreement for Security Deposit in Lieu of Retention
- Document 00 70 00 General Conditions
- Document 00 82 10 Insurance
- Document 00 82 20 Apprenticeship Program

Addenda 1-3  
Divisions 1 through 33  
Drawings Listed in Document 00 01 15.

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

### **Article 7. Miscellaneous**

7.1 Terms used in this Agreement are defined in Document 00 70 00 (General Conditions) and Section 01 42 00 (References and Definitions) and will have the meaning indicated therein.

7.2 It is understood and agreed that in no instance are the persons signing this Agreement for or on behalf of County or acting as an employee, agent, or representative of County, liable on this Agreement or any of the Contract Documents, or upon any warranty of authority, or otherwise, and it is further understood and agreed that liability of the County is limited and confined to such liability as authorized or imposed by the Contract Documents or applicable law.

7.3 Contractor shall not assign any portion of the Contract Documents, and may subcontract portions of the Contract Documents only in compliance with the Subcontractor Listing Law, California Public Contracting Code §4100 *et seq.*

7.4 The Contract Sum includes all allowances (if any).

7.5 In entering into a public works contract or a subcontract to supply goods, services or materials pursuant to a public works contract, Contractor or Subcontractor offers and agrees to assign to the awarding body all rights, title and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. §15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time County tenders final payment to Contractor, without further acknowledgment by the parties.

7.6 Copies of the general prevailing rates of per diem wages for each craft, classification, or type of worker needed to execute the Contract, as determined by Director of the State of California Department of Industrial Relations, are deemed included in the Contract Documents and on file at County's office, and shall be made available to any interested party on request. Pursuant to Section 1861 of the Labor Code, Contractor represents that it is aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self insurance in accordance with the provisions of that Code, and Contractor shall comply with such provisions before commencing the performance of the Work of the Contract Documents.

7.7 Should any part, term or provision of this Agreement or any of the Contract Documents, or any document required herein or therein to be executed or delivered, be declared invalid, void or unenforceable, all remaining parts, terms and provisions shall remain in full force and effect and shall in no way be invalidated, impaired or affected thereby. If the provisions of any law causing such invalidity, illegality or unenforceability may be waived, they are hereby waived to the end that this Agreement and the Contract Documents may be deemed valid and binding agreements, enforceable in accordance with their terms to the greatest extent permitted by applicable law. In the event any provision not otherwise included in the Contract Documents is required to be included by any applicable law, that provision is deemed included herein by this reference (or, if such provision is required to be included in any particular portion of the Contract Documents, that provision is deemed included in that portion).

7.8 This Agreement and the Contract Documents shall be deemed to have been entered into in the County of Stanislaus, State of California, and governed in all respects by California law (excluding choice of law rules). The exclusive venue for all disputes or litigation hereunder shall be in the Superior Court of the State of California for the County of Stanislaus. Contractor accepts the Claims Procedure in Document 00 70 00, Article 12, established under the California Government Code, Title 1, Division 3.6, Part 3, Chapter 5.

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

**COUNTY:**

**County of Stanislaus**  
1010 10<sup>th</sup> Street, Suite 6800  
Modesto, California 95354  
Ph: (209) 525-4380  
Fax: (209) 525-4384

By: Patricia Hill Thomas  
(Signature)

Patricia Hill Thomas  
(Please print name here)

Title: Assistant Executive Officer

Attest: Christine Ferraro Tallman  
(Signature)

Christine Ferraro Tallman  
(Please print name here)

APPROVED AS TO FORM AND LEGALITY  
THIS 12 DAY OF September, 2011

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

**CONTRACTOR:**

**Roebbelen Contracting, Inc.**  
1241 Hawks Flight Court  
El Dorado Hills, California 95762  
Ph: (916) 939-4000  
Fax: (916) 939-2964

By: Robert J. Kjome  
(Signature)

Robert J. Kjome  
(Please print name here)

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

Attest: Greg Hill  
(Signature)

Greg Hill  
(Please print name here)

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

734124; Class A, B, C-8, C13  
State Contractor's License No. Classification

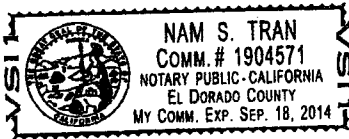
March 31, 2013  
Expiration Date Taxpayer ID No.

**ALL-PURPOSE ACKNOWLEDGMENT**

State of California }  
County of El Dorado } SS.

On 9/13/11, before me, Nam S. Tran, Notary Public,  
DATE  
personally appeared Robert J. Kjorne, who proved to me on the

basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



**I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.**

WITNESS my hand and official seal.

Nam S. Tran

NOTARY'S SIGNATURE

PLACE NOTARY SEAL IN ABOVE SPACE

**OPTIONAL INFORMATION**

The information below is optional. However, it may prove valuable and could prevent fraudulent attachment of this form to an unauthorized document.

**CAPACITY CLAIMED BY SIGNER (PRINCIPAL)**

- INDIVIDUAL
- CORPORATE OFFICER EVP  
TITLE(S)
- PARTNER(S)
- ATTORNEY-IN-FACT
- TRUSTEE(S)
- GUARDIAN/CONSERVATOR
- OTHER: \_\_\_\_\_

**DESCRIPTION OF ATTACHED DOCUMENT**

Contract  
TITLE OR TYPE OF DOCUMENT

\_\_\_\_\_  
NUMBER OF PAGES

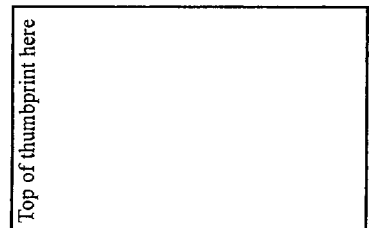
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DATE OF DOCUMENT

**SIGNER (PRINCIPAL) IS REPRESENTING:**  
NAME OF PERSON(S) OR ENTITY(IES)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

RIGHT  
THUMBPRINT  
OF  
SIGNER

OTHER





**ALL-PURPOSE ACKNOWLEDGMENT**

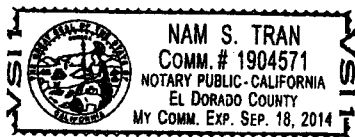
State of California

County of El Dorado } SS.

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DATE

personally appeared Greg Hill, who proved to me on the

basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



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WITNESS my hand and official seal.

Nam S. Tran  
NOTARY'S SIGNATURE

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- INDIVIDUAL
- CORPORATE OFFICER CEO  
TITLE(S)
- PARTNER(S)
- ATTORNEY-IN-FACT
- TRUSTEE(S)
- GUARDIAN/CONSERVATOR
- OTHER: \_\_\_\_\_

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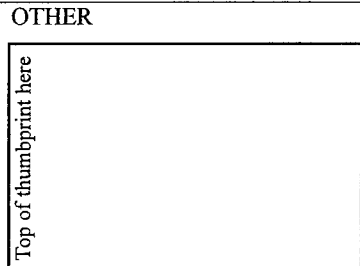
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DATE OF DOCUMENT

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NAME OF PERSON(S) OR ENTITY(IES)  
\_\_\_\_\_  
\_\_\_\_\_

RIGHT  
THUMBPRINT  
OF  
SIGNER





**Juvenile Commitment Center**  
Conditional Award of Construction Contract

Stanislaus County Board of Supervisors Meeting  
September 20, 2011                      Agenda Item B-6

**SB81**

# Juvenile Commitment Center

- The First Local Youthful Offender Rehabilitative Facility (SB 81) project in the State of California
- State Lease-Bond Revenue financing (SB 81) – the State funds construction
- 60-Bed Facility to House Sentenced Youth Offenders
- Adjacent to the existing Juvenile Hall on the Juvenile Justice Center site at 2215 Blue Gum Avenue, Modesto
- Includes (2) 15-bed housing units; (1) 30-bed housing unit; Kitchen; Visitation/Multipurpose Room; Classrooms; Program rooms; administrative and central control offices.

# Juvenile Commitment Center

## Project Site



# Juvenile Commitment Center

## Updated Project Cost Based on Bids

	<i>Previously Authorized Amount</i>	<i>Post-Bid Amount Recommended</i>
Juvenile Commitment Center		
State Funding	\$18,000,000	<b>\$16,481,300</b>
Detention Public Facilities Fees	\$1,450,000	\$1,450,000
Criminal Justice Public Facilities Fees	\$275,000	\$275,000
Criminal Justice Facilities Fund	<b>\$2,732,528</b>	<b>\$2,732,528</b>
Land	\$1,775,000	\$1,775,000
<b>TOTAL</b>	<b>\$24,232,528</b>	<b>\$22,713,828</b>

# Juvenile Commitment Center

## Recommended Revised Project Budget

### Appropriations

*Amount*

<b>Initial Project Budget for Design and Planning Established 3/31/2009</b>	<b>\$2,424,724</b>
<b>Recommended Increase to Initial 3/31/2009 Project Budget to Fund Full Project Cost</b>	<b>\$18,514,104</b>
<b>Value of the Land / Site</b>	<b>\$1,775,000</b>
<b>TOTAL</b>	<b>\$22,713,828</b>

# Juvenile Commitment Center

## Tasks

- ✓ Update Juvenile Justice System Needs Assessment 6/3/2008
- ✓ Application to State for SB81 Funding 1/27/2008
- ✓ Develop Juvenile Justice Facilities Master Plan 3/31/2009
- ✓ Receive Conditional Award of SB81 Grant Funding 3/31/2009
- ✓ Select and Engage Architectural Services 1/12/2010
- ✓ Complete Schematic Design 8/3/2010
- ✓ Develop and Approve Project Financing Plan 12/21/2010
- ✓ Approve 30-Year Operational/Staffing Plan 1/25/2011
- ✓ File CEQA Notice of Determination 1/28/2011
- ✓ Submit Construction Drawings the State Fire Marshal 3/10/2011
- ✓ Receive Approval of Plans from Corrections Standards Authority 3/21/2011
- ✓ Receive Approval of Plans from Co. Dept. of Environmental Resources 3/31/2011
- ✓ Budget funds for Driveway Improvements 4/19/2011
- ✓ Complete Due Diligence for Lease Revenue Bond Funding 4/19/2011
- ✓ Finalize Project Delivery & Constr. Agreement and CSA Agreements 4/26/2011
- ✓ File CEQA Notice of Determination with State Clearinghouse 4/27/2011
- ✓ Secure State Fire Marshal Approval of Plans 4/29/2011
- ✓ State Public Works Board Approves Scope, Cost, Schedule, Contracts 5/13/2011

# Juvenile Commitment Center

## Tasks -- *To Be Completed*

- ✓ State Public Works Board Approves Scope, Cost, Schedule, Contracts 5/13/2011
- ✓ Negotiate Final Ground Lease, Easement Agreement, Right of Entry 5/13/2011
- ✓ Issue Request for Qualifications from General Contractors 5/18/2011
- ✓ State Public Works Board Approves Construction Agreements 6/10/2011
- ✓ Funding Approval from Pooled Monies Investment Board & DOF 6/15/2011
- ✓ Authorization to Proceed to Bid 7/12/2011
- ✓ Receive Construction Bids 8/24/2011
- Board of Supervisors Conditional Award of Construction Contract 9/20/2011
- State of California Action to Award Construction Contract 9/23/2011
- Issue Notice to Proceed 9/26/2011
- Completion of Construction Spring 2013
- Commissioning and Occupancy Spring 2013



# Juvenile Commitment Center



- COLOR KEY:
- HOUSING
  - CLASSROOMS
  - INDOOR REC/ PROGRAMS, VISITATION
  - ADMINISTRATION, STAFF SUPPORT
  - FOOD SERVICE
  - UTILITIES, STORAGE
  - CIRCULATION

## OVERALL PLAN

NISLAUS COUNTY JUVENILE COMMITMENT CENTER



# Juvenile Commitment Center

## Pre-Qualified General Contractors

ACME Construction	Modesto, CA
Broward Builders, Inc.	Woodland, CA
BRCO Constructors, Inc.	Loomis, CA
C.T. Brayton & Sons, Inc.	Escalon, CA
Diede Construction, Inc.	Lodi, CA
F&H Construction	Stockton, CA
Flintco Pacific, Inc.	Roseville, CA
J L Bray and Son, Inc.	Salida, CA
Lathrop Construction Associates, Inc.	Benicia, CA
McCarthy Building Companies, Inc.	Roseville, CA
Roebbelen Contracting, Inc.	El Dorado Hills, CA
Seward L Shreder Construction, Inc.	Redding, CA
SOLPAC Construction, dba Soltek Pacific Construction Company	San Diego, CA
West Coast Contractors of Nevada, Inc.	Benicia, CA

# Juvenile Commitment Center

## Bids Received of General Contractors on August 24, 2011

- Nine bids received for base project plus 3 alternatives:
  1. F&H Construction, Inc., Lodi, CA \$12,992,000
  2. Roebbelen Construction, Inc., El Dorado Hills, CA \$14,983,000
- Apparent low bidder F&H Construction withdrew their bid due to a bid error.
- Notice of Intent to Recommend Award was issued on August 29, 2011.
- Broward Builders Protested the Conditional Award, but subsequently withdrew their protest and waived their right to a Protest Hearing.

# Juvenile Commitment Center

Bids Received of General Contractors on August 24, 2011

- Nine bids received for base project plus 3 alternatives:
  - ▶ Roebbelen Construction, Inc., El Dorado Hills, CA \$14,983,000
- Roebbelen Construction is the lowest responsible bidder recommended for Conditional Award of Construction contract. (\$14,983,000 Base Bid plus Alternatives 1, 2 & 3)
- The Board's Conditional Award must be approved by the State Department of Finance and the Corrections Standards Authority prior to execution of the contract.

# Juvenile Commitment Center

## Recommendations

- 1 Approve a conditional award of a construction contract, conditioned upon State approval to proceed with the construction of the Stanislaus County Juvenile Commitment Center Project, to Roebbelen Contracting, Inc. of El Dorado Hills, California for the lump sum amount of \$14,983,000 for the Base Bid and Alternatives 1, 2 and 3.

# Juvenile Commitment Center

## Recommendations

- 2 Approve the formal resolution as required by the State of California for submission of the conditional award of a construction contract in order to proceed with the construction of the Stanislaus County Juvenile Commitment Center Project.
- 3 Authorize the Chief Executive Office to plan and conduct a public ground breaking ceremony to coincide with the commencement of construction.

# Juvenile Commitment Center

## Recommendations

- 4 Authorize the Chief Executive Office to plan and conduct a public ground breaking ceremony to coincide with the commencement of construction.
- 5 Authorize the Project Manager to negotiate and sign contracts and work authorizations necessary to manage the construction phase including construction management, professional services, and other project related expenses as necessary to manage the project as long as the costs are within the approved budget as approved by the Board of Supervisors.

# Juvenile Commitment Center

## Recommendations

- 6 Direct the Auditor-Controller to establish the Project Budget and to increase appropriations and estimated revenue for the project as detailed in the attached Budget Journal form.
- 7 Relieve F&H Construction of its mathematical bid error and thus the forfeiture of its bid bond and approve the report prepared by County Staff in accordance with Public Contract Code Section 5101 and appended to the Agenda Item as Exhibit A and authorize the Project Manager to execute the report.



# Juvenile Commitment Center



- COLOR KEY:
- HOUSING
  - CLASSROOMS
  - INDOOR REC/ PROGRAMS, VISITATION
  - ADMINISTRATION, STAFF SUPPORT
  - FOOD SERVICE
  - UTILITIES, STORAGE
  - CIRCULATION

## OVERALL PLAN

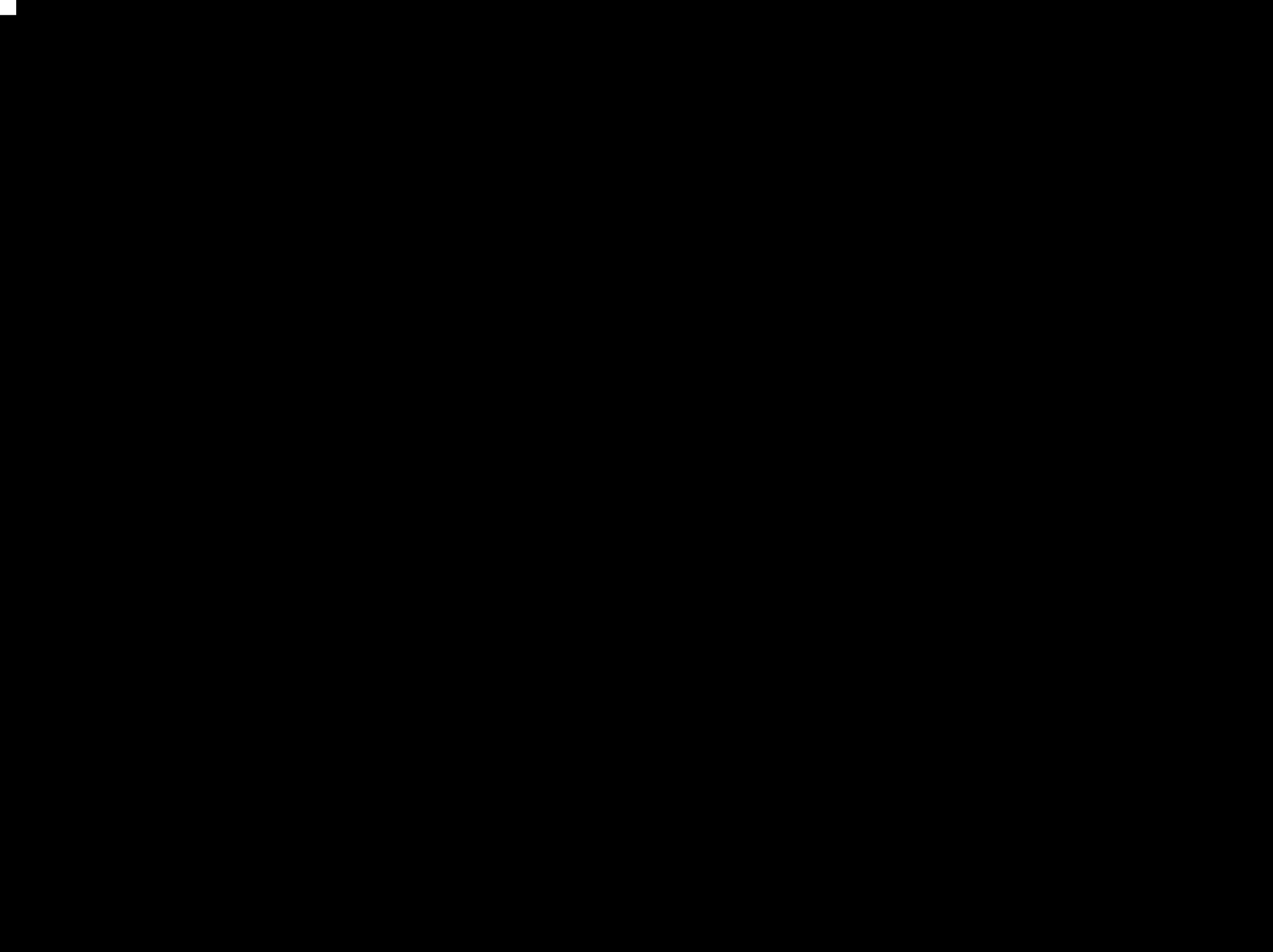
NISLAUS COUNTY JUVENILE COMMITMENT CENTER



# Juvenile Commitment Center

Conditional Award of Construction Contract





## **AGREEMENT FOR PROFESSIONAL SERVICES**

This Agreement for **Professional Services** is made and entered into by and between the **County of Stanislaus** ("County") and **Construction Testing Services, Inc.** ("Consultant"), on **September 20, 2011**.

### **Introduction**

WHEREAS, the County has a need for professional services relating to the **Specialty Inspection Services for the Juvenile Commitment Center**; and

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

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

### **Terms and Conditions**

#### **1. Scope of Work**

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

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

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

1.4 The Consultant shall provide services and work under this Agreement consistent with the requirements and standards established by applicable federal, state and County laws, ordinances, regulations and resolutions. The Consultant represents and warrants that it will perform its work in accordance with generally accepted industry standards and practices for the profession or professions that are used in performance of this Agreement and that are in effect at the time of performance of this Agreement.

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

#### **2. Compensation**

2.1 The Consultant shall be compensated on a **UNIT PRICE basis** for services as provided in **Exhibit C (Pricing Proposal)** attached hereto. Consultant's costs, which are normally considered to be "reimbursable expenses," such as copying charges, travel and hotel expenses are included within the Unit Prices charged by Consultant and Consultant shall not be entitled to separate or additional reimbursement of any reimbursable expenses. Stanislaus County is not limited to the use of funds as estimated per item. Unused funds from one item price may roll-up to other items as required so long as the total contract award does not exceed 25% of the total

proposal price of **ONE HUNDRED SEVEN THOUSAND FOUR HUNDRED SEVENTY-FOUR AND NO/100 DOLLARS (\$107,474.00)**. If the total contract amount for all items exceeds the agreement award amount by greater than 25%, the County has the right to re-advertise or negotiate with the consultant new item rates to fulfill the contract period

2.2 Except as expressly provided in this Agreement, Consultant shall not be entitled to nor receive from County any additional consideration, compensation, salary, wages or other type of remuneration for services rendered under this Agreement, including, but not limited to, meals, lodging, transportation, drawings, renderings or mockups. Specifically, Consultant shall not be entitled by virtue of this Agreement to consideration in the form of 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. Overtime inspections compensated on a **UNIT PRICE** basis for services as provided in **Exhibit C (Pricing Proposal)** attached hereto.

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

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

### 3. Term

3.1 The duration of the consultant contract will be for a period of 480 calendar days (approximately 16 months) at the established item prices. If the total contract amount for all items exceeds the agreement award amount by greater than 25%, the County has the right to re-advertise or negotiate with the consultant new item rates to fulfill the contract period.

The County has the option to extend services at the item prices for an additional 120 Days.

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

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

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

### 4. Representatives.

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

### 5. Required Licenses, Certificates and Permits

Any licenses, certificates or permits required by the federal, state, county or municipal governments for Consultant to provide the services and work described in Exhibit A must be procured by Consultant and be valid at

the time Consultant enters into this Agreement. Further, during the term of this Agreement, Consultant must maintain such licenses, certificates and permits in full force and effect. Licenses, certificates and permits may include but are not limited to driver's licenses, professional licenses or certificates and business licenses. Such licenses, certificates and permits will be procured and maintained in force by Consultant at no expense to the County.

**6. Office Space, Supplies, Equipment, Etc.**

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

**7. Insurance**

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

7.1.1 **General Liability.** Commercial general liability insurance covering bodily injury, personal injury, property damage, products and completed operations with limits of **no less than Two Million Five Hundred Thousand Dollars (\$2,500,000)** per incident or occurrence. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to any act or omission by Consultant under this Agreement or the general aggregate limit shall be twice the required occurrence limit.

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

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

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

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

7.3 The Consultant shall obtain a specific endorsement to all required insurance policies, except Workers' Compensation insurance and Professional Liability insurance as follows:

7.3.1 Name County of Stanislaus, its Board of Supervisors, Officers, Agents and Employees as additional insureds, but only with respect to liability arising out of the activities of the named insured.

7.3.2 Name the Department of Corrections and Rehabilitation of the State of California (CDCR), the Corrections Standards Authority (CSA), an entity of the state government of the State of California, the State Public Works Board of the State of California (SPWB), and their Officers, Agents, and Employees as additional insureds.

7.4 Required Waiver of Subrogation: The Workers Compensation insurance shall include a waiver as follows:

7.4.1 For Workers' Compensation insurance, the insurance carrier shall waive all rights of subrogation against the County, its Board of Supervisors, Officers, and Employees for losses arising from the performance of or the omission to perform any term or condition of this Agreement.

7.4.2 For Workers' Compensation insurance, the insurance carrier shall waive all rights of subrogation against the Department of Corrections and Rehabilitation of the State of California (CDCR), the Corrections Standards Authority (CSA), an entity of the state government of the State of California, the State Public Works Board of the State of California (SPWB), and their Officers, Agents, and Employees for losses arising from the performance of or the omission to perform any term or condition of this Agreement.

7.5 Insurance shall be primary and no other insurance or self-insured retention carried or held by County, CDCR, CSA, or SPWB shall be called upon to contribute to a loss covered by insurance for the named insured.

7.6 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.

7.7 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.

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

7.9 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.

7.10 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.

7.11 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.

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

## **8. Indemnification**

8.1 To the fullest extent permitted by law (including, without limitation, Civil Code Section 2782), Consultant shall defend, indemnify, and hold harmless the County, Department of Corrections and Rehabilitation of the State of California, the Corrections Standards Authority, an entity of the state government of the State of California, and the State Public Works Board of the State of California, and their Officers, Agents, and Employees (collectively "State Entities") from and against any and all claims, suits, actions, losses, injuries, damages or expenses of every name, kind, and description, 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 alleged negligence, recklessness, or willful misconduct of Consultant, its officers, agents, employees, volunteers, representatives, contractors and subcontractors, excluding, however, such liabilities caused in part by the sole negligence, active negligence or willful misconduct of the County, its agents, employees, and representatives.

8.2 Duty to Defend: The duty of Consultant to indemnify and save harmless as set forth herein, shall include both the duty to indemnify and at Consultant's own cost and expense the duty to defend as set forth in Section 2778 of the California Civil Code. This duty to defend arises when such claim is made and shall be independent of any finding of the County's negligence. Consultant shall provide legal counsel reasonably acceptable to the County.

8.3 Duty to Cooperate: Each party shall notify the other party immediately in writing of any claim or damage related to activities performed under this Agreement. The parties shall cooperate with each other in the investigation and disposition of any claim arising out of the activities under this Agreement. Specifically, Consultant shall take all steps necessary to assist the County in the defense of any claim brought by a contractor hired to construct the Project regarding any errors, flaws, and/or omissions in the plans or specifications of the Project.

8.4 Patent Rights: Consultant represents that professional services provided by Consultant pursuant to this Agreement does not infringe on any other copyrighted work. Consultant shall defend, indemnify and hold harmless the County from all loss, cost, damage, expense, liability or claims, including attorneys' fees, court costs, litigation expenses and expert consultant or witness fees, that may at any time arise for any infringement of the patent rights, copyright, trade secret, trade name, trademark, service mark or any other proprietary right of any person or persons in consequence of the use by the County of any articles or services supplied under this agreement.

## **9. Status of Consultant**

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

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

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



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

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

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

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

## **10. Records and Audit**

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

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

## **11. Nondiscrimination**

During the performance of this Agreement, Consultant and its officers, employees, agents, representatives or subcontractors shall not unlawfully discriminate in violation of any federal, state or local law, rule or regulation against any employee, applicant for employment or person receiving services under this Agreement because of race, religion, color, national origin, ancestry, physical or mental handicap, medical condition (including genetic characteristics), marital status, age, political affiliation, 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 10<sup>th</sup> Street, Suite 2300  
Modesto, CA 95354  
(209) 525-4380 (phone)  
(209) 525-4384 (fax)**

**To Consultant:**            **Construction Testing Services, Inc.  
343 Main Street, Suite 711  
Stockton, CA 95202  
(209) 507-7555 (phone)  
(209) 507-7554**

**15. Conflicts**

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

**16. Confidentiality**

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

**17. Severability**

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

**18. Amendment**

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

**19. Entire Agreement**

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

**20. Construction**

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

**21. Governing Law and Venue**

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

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

<b>COUNTY OF STANISLAUS</b> By: <u>Arthur H. From</u> "County"	<b>CONSTRUCTION TESTING SERVICES, INC</b> By: <u>James E. Doyle</u> "Consultant"
<b>APPROVED AS TO FORM:</b> By: <u>John F. Doering</u> John F. Doering, County Counsel	

**EXHIBIT A**  
**SCOPE OF WORK**

**A. GENERAL REQUIREMENTS**

1. Consultant to be a fully-qualified testing laboratory meeting the requirements of ASTM E-329, Sections 3 through 8, and Section 11, and recognized by the ICBO Joint Committee on Special Inspection.
2. Consultant shall attend all meetings and conferences as requested by the County or its agent.
3. Cost considerations are not to be considered as justification for breach of sound principles of quality assurance, inspection, and testing.
4. Consultant shall establish and maintain procedures to ensure that persons performing work are skilled in methods and practices needed to assure required quality levels. Remove and replace (at no additional cost to the County) personnel who do not possess the required skills or who are not efficiently and effectively performing their assignments. Consultant should provide the Construction Manager with resumes of all personnel proposed to the project for approval. Consultant shall not reassign or replace approved personnel without the prior written approval of the Construction Manager.
5. Consultant shall be responsible for the quality of the services provided, and shall maintain the necessary facilities and equipment required to satisfy the testing specifications.
6. Consultant shall request a clarification from the Project Manager for missing or ambiguous information or requirements. In the case of conflict in the plans, specifications, and/or codes, the more stringent inspection or testing requirement shall apply.
7. Consultant may need to subcontract for certain specialized testing or inspection services. The use of such subconsultant will require prior County approval.
8. Section 01 40 05 Testing, of the Construction Project Manual (attached to this Scope of Work) will form a part of this contract.

**B. SCOPE**

1. The scope of tests and inspections is based on the requirements of UBC Section 305, other referenced code requirements, and the various project plans and specifications. The services to be provided will be as directed by the County's representative. The Consultant will meet or communicate with the representative and/or construction contractor periodically to plan and schedule testing and inspection services.
2. The authorization to provide specific services will be issued by the Construction Manager using a Inspection Request Form. These requests will be issued by the County's representative periodically throughout the construction period, as construction activities dictate. The contractor will not be authorized to place orders directly with the testing firm. The County will not pay for the services requested by the contractor.

The Inspection Request Form describes the required test, location, and date required. It will be requested by the Contractor and forwarded to the County's representative for approval. Upon completion of the testing/inspection, the consultant will sign and date the forms which will be verified by the County's representative. The consultant will make a copy of the completed form which will be attached to the consultant's billing each month.

3. The consultant will maintain a monthly status report of the budget quantities and costs, quantities and cost expended through previous report period, quantities and cost this report period, and total quantities and cost to date. The status report will be submitted with the monthly billing.

**C. TIME**

Services shall start upon execution of the agreement and issuance of the first request.

The duration of the consultant contract will be for a period of 480 calendar days (approximately 16 months) at the established item prices. If the total contract amount for all items exceeds the agreement award amount by greater than 25%, the County has the right to re-advertise or negotiate with the consultant new item rates to fulfill the contract period.

The County has the option to extend services at the item prices for an additional 120 Days.

**D. NOTICE**

The consultant will be given one working day's notice prior to starting any new inspection/testing service.

**E. CONFLICT OF INTEREST**

The consultant cannot contract directly with the construction contractor or any subcontractors for any testing services.

**F. ITEM PRICES**

Stanislaus County is not limited to the use of funds as estimated per item. Unused funds from one item price may roll-up to other items as required so long as the total contract award does not exceed 25% of the total proposal price.

**G. REIMBURSEMENT**

1. **WORK HOURS:** The consultant will only be paid for actual hours worked except for a one-hour minimum for show-up time.
2. **MILEAGE:** The cost of mileage to and from the project are included in the item prices (sample pick up and delivery to the lab excepted).
3. **OUT OF TOWN INSPECTION:** Must have prior approval by the County.

**H. SUBCONSULTANTS**

Consultant's subconsultants' time shall be paid at consultant's cost which should be included as part of the item prices.

## SECTION 01 40 05, TESTING

### **PART 1 - GENERAL**

#### **1.1 SECTION INCLUDES**

- A. County's Testing Agency
- B. Quality Assurance
- C. Testing Agency's Duties
- D. Contractor's Responsibilities
- E. Test Procedures
- F. Payment For Testing
- G. Code Compliance Testing
- H. Contractor's Convenience Testing
- I. Request for Testing Procedures

#### **1.2 COUNTY'S TESTING AGENCY**

- A. County will employ and pay a testing agency, identified in the various Specification Sections as "the Testing Agency" and "Soils Engineer" to perform tests, inspections, and sampling of the work, including but not limited to:
  - 1. Earthwork.
  - 2. Concrete reinforcement, ingredients, and quality control.
  - 3. Structural steel.
  - 4. Metal decking and shear stud connectors.
  - 5. Roofing and waterproofing.
  - 6. Load bearing masonry.
  - 7. Sprayed fireproofing.
  - 8. Additional tests, inspections, and sampling required by the Specifications, County, or the Architect.
- 2. County's employment of the testing agency shall in no way relieve Contractor of its obligations to perform the work in accordance with Contract requirements.
- 3. County will back charge Contractor for costs incurred in the event Contractor's poor quality control of any material requires excessive repeated testing by County's Testing Agency. County may also back charge Contractor for extraordinary inspection caused by Contractor's failure to prosecute the work in a timely or orderly fashion. Back charges will be in the form of a deductive change order.
- 4. Contractor shall employ and pay for an approved Testing Laboratory to make tests demonstrating material compliance with the specifications and to prepare mix designs for concrete.

#### **1.3 QUALITY ASSURANCE**

- A. Qualifications of Testing Agents: Agencies, bureaus, or laboratories shall be acceptable to the Architect.
- B. Failure of Materials and Equipment Tested or Inspected:
  - 1. Contractor shall be charged for retesting and reinspection resulting from Contractor's noncompliance with the Contract as evidenced by tests and inspections by County's Testing Agency.
  - 2. Previous acceptance may be withdrawn and material of which tested samples are representative or equipment may be subject to removal and replacement by Contractor at its expense with material or equipment meeting specification requirements.
  - 3. The County may refuse consideration of further samples of same brand or make for testing.
  - 4. At County's discretion, defective material and equipment may be permitted to remain in place subject to adjustment of Contract price.

#### 1.4 TESTING AGENCY'S DUTIES

- A. Cooperate with Construction Manager and Contractor. Provide qualified personnel promptly upon notice.
- B. Perform required inspecting, sampling, and testing of materials and methods of construction.
  - 1. Comply with specified standards, other recognized authorities, and as specified.
  - 2. Check for compliance with Contract Documents.
- C. Promptly notify the Construction Manager and Contractor of observed irregularities or deficiencies in the work.
- D. Promptly submit reports to the following:
  - 1. Copies to building authorities
  - 2. Three copies each to Contractor's office and the Construction Manager.
  - 3. One copy to Contractor's site office.
- E. Reports shall include the date issued and date of test, Project title and number, testing agency's name and address, name and signature of inspector, date of inspection or sampling, record of temperature and weather, identification of product and Specification Section, location in Project, type of inspection or test, and observation regarding compliance with Contract Documents.
- F. Perform additional services as required by the County.
- G. The testing agency is not authorized to release, revoke, alter, or enlarge on the requirements of the Contract Documents, approve or accept any portion of the work, and perform any of Contractor's duties.

#### 1.5 CONTRACTOR'S RESPONSIBILITIES

- A. Initiate and coordinate tests and inspections required by Contract Documents and public authorities having jurisdiction of the work.
- B. Notify the Testing Laboratory through the Construction Manager a sufficient time in advance (but no less than 48 hours) of the manufacture of materials to be supplied which, by requirements of the Contract Documents, must be tested at the source of supply so that the Laboratory may arrange for testing.
- C. When changes of construction schedule are necessary during construction, coordinate all such changes with the Testing Laboratory required.
- D. When the Testing Laboratory is ready to test according to the established schedule, but is prevented from testing or taking specimens due to incompleteness of the work, all extra charges for testing attributable to the delay may be back-charged to Contractor and shall not be borne by County.
- E. Provide access, facilities, tools, and labor necessary for duties to be performed at the site by Testing Laboratory and Inspector including furnishing ladders, hoisting, lighting, water supply, and like services.
- F. Provide and maintain, for the sole use of the Testing Laboratory, adequate facilities for the safe storage and proper curing of concrete test cylinders on the Project site as required by ASTM C31.
- G. Furnish and deliver samples of materials to be tested at no extra cost to County. Test samples will be selected by the Inspector or Testing Laboratory and not by Contractor.
- H. Reports:
  - 1. Furnish copies of each test and inspection report, signed and certified by the Testing Laboratory supervising engineer as follows:
    - a. Construction Manager: Two copies.
    - b. Architect: One copy.
    - c. Structural Engineer (structural tests only): One copy.
    - d. Contractor: Two copies.
  - 2. Promptly process and distribute required copies of test reports and related instructions to assure necessary retesting and replacement of materials with the least possible delay in progress of the work.
  - 3. The reports shall include detailed information relative to progress and condition



of work including variances from the Contract Documents, and stipulating dates, hours, and locations of the tests and inspections, as applicable.

- I. Records:
  - 1. Maintain correct records on an appropriate form for all inspections and tests performed, instructions received from the County or testing agency, and actions taken as a result of those instructions.
  - 2. These records shall include evidence that the required inspections or tests have been performed (including type and number of inspections or tests, nature of defects, causes for rejection, etc.), proposed or directed remedial action, and corrective action taken.
  - 3. Document inspections and tests as required by each Section of the Specifications.
- J. If laws, ordinances, rules, regulations, or orders of public agency having jurisdiction require work to be inspected, tested, or approved by some authority other than the County, or Contractor, Contractor shall give required notices and make arrangements, deliver to County the certificates of inspection, test, or approval of such public agency, and pay costs therefore unless otherwise provided in the Contract Documents.
- K. Completed Work: Should County require tests and inspections for work completed before final acceptance of entire work, furnish necessary facilities, labor, and materials to uncover or remove work in question to extent necessary.
  - 1. If such work is found defective due to fault of Contractor, Contractor shall defray expense of removal, test, and inspections, and satisfactory reconstruction. Time extension may not be granted.
  - 2. If such work is found to conform to requirements of the Contract, Contractor shall be reimbursed by County for facilities, labor, and materials required for removal, and costs of satisfactory reconstruction in accordance with Contract amounts for extra work. Reasonable time extension shall be granted.

## 1.6 TEST PROCEDURES

- A. Testing:
  - 1. Testing Laboratory will perform tests according to method(s) of test specified in these Specifications.
  - 2. If no procedure or test method is specified, testing shall conform to material specification references unless otherwise directed by the County.
  - 3. The Testing Laboratory will tag, seal, label, record, or otherwise suitably identify the materials for testing. No materials shall be used in the work until the test reports are submitted and approved, excepting only the materials specified to be placed or installed prior to testing.
- B. Re-testing:
  - 1. Repeat applicable tests at specified intervals, when:
    - a. The source of supply is changed.
    - b. The characteristics of the materials change or vary.
    - c. Unsatisfactory test results are received.
  - 2. Quantity and nature of additional testing, if required, will be determined by the County.
  - 3. Additional tests shall be taken in the presence of the Construction Manager.
  - 4. Proof of noncompliance will make Contractor liable for any corrective action which the County feels is prudent, including complete removal and replacement of defective materials.
  - 5. Nothing contained herein is intended to imply that Contractor does not have the right to have tests performed on any material at any time for his own information and job control so long as the County does not assume responsibility for costs or for giving them consideration when appraising quality of materials.

## 1.7 PAYMENT FOR TESTING

- A. Initial Services:
  - 1. County will pay for initial testing services requested by the County.
  - 2. When initial tests indicate non-compliance with the Contract Documents, the costs of initial tests associated with that non-compliance will be deducted by County from the Contract Sum.
- B. When initial tests indicate non-compliance with the Contract Documents, subsequent retesting occasioned by the non-compliance shall be performed by the same testing agency.
- C. Reimburse the County all or any part, as the County may deem just and proper, of the inspection costs incurred by the County due to:
  - 1. Failure of materials to pass initial tests.
  - 2. Contractor's failure to complete the work within the Contract time, and any previously authorized extensions thereof.
  - 3. Claims between separate contractors.
  - 4. Covering of work before the required inspections or tests are performed.
  - 5. Additional inspections required for Contractor's correction of defective work.
  - 6. Overtime costs for acceleration of work done for Contractor's convenience.

#### **1.8 CODE COMPLIANCE TESTING**

- A. Inspections and tests required by codes or ordinances, or by a plan approval authority, and which are made by a legally constituted authority, shall be the responsibility of and shall be paid for by Contractor, unless otherwise provided in the Contract Documents.

#### **1.9 CONTRACTOR'S CONVENIENCE TESTING**

- A Inspecting and testing performed exclusively for Contractor's convenience shall be the sole responsibility of Contractor.

#### **1.10 REQUEST FOR TESTING PROCEDURES**

- A. Testing will be performed as ordered by the Construction Manager. Contractor will follow the Construction Manager's procedures for requests for tests and inspections. The procedure will be as follows:
  - 1. Contractor will fill out the request for testing form provided by the Construction Manager.
  - 2. The request for test will be made Contractor at least 48 hours in advance of the needed date for the test.
  - 3. Contractor shall describe the test and the date the test is required. The request will be given to the Construction Manager for approval.
  - 4. The Construction Manager shall request the services from the testing agency.
  - 5. The testing agency will be provided a copy of the testing request which will be completed by the testing firm indicating the services provided.
  - 6. Contractor will provide a testing schedule which will be reviewed each week for the following week's work.

END OF SECTION

**EXHIBIT B  
TENTATIVE SCHEDULE**

**JUVENILE COMMITMENT CENTER CONSTRUCTION PHASE SCHEDULE**

47,207 SF

DATE	ACTIVITY	WEEK	COMMENTS
		DURATION	
	<b>BID PERIOD</b>		
7/12/2011	BOS APPROVAL TO ISSUE BID DOCUMENTS TO GC's		<input checked="" type="checkbox"/> Complete
7/13/2011	ISSUE BID DOCUMENTS TO GENERAL CONTRACTORS		<input checked="" type="checkbox"/> Complete
7/27/2011	ISSUE RFP TO SPECIALTY INSPECTION FIRMS		<input checked="" type="checkbox"/> Complete
8/24/2011	BIDS DUE FROM GENERAL CONTRACTORS		<input checked="" type="checkbox"/> Complete
8/30/2011	PROPOSALS DUE FROM SPECIALTY INSPECTION FIRMS		<input checked="" type="checkbox"/> Complete
9/20/2011	BOS APPROVAL TO AWARD CONSTRUCTION BID		
9/21/2011	ISSUE CONSTRUCTION CONTRACT		
9/21/2011	ISSUE CONTRACT TO SPECIALTY INSPECTION FIRM		
9/26/2011	ISSUE NOTICE TO PROCEED TO GENERAL CONTRACTOR		
9/26/2011	<b>PLANNING PHASE</b>	Approx. 4	30 DAYS
10/26/2011	<b>CONSTRUCTION PHASE</b>	Approx. 66	460 DAYS
1/28/2013	<b>CLOSEOUT PHASE</b>	Approx. 8	60 DAYS

**EXHIBIT C  
PRICING PROPOSAL**

DIV	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL COST
<b>3</b>	<b>CAST-IN-PLACE AND PRECAST CONCRETE</b>				
	Aggregate Test	4	EA	\$50	\$200
	Reinforcing Tests	2	EA	\$65	\$130
	Mix Designs	4	EA	\$50	\$200
	Reinforcing Placement				
	Reinforcing Steel Welding Inspection	200	HRS	\$63	\$12,600
	Batch Plant Inspection	4	HRS	\$63	\$252
	Inspect Placing of Concrete	240	HRS	\$63	\$15,120
	Compression Tests	50	EA	\$15	\$750
	<b>SUBTOTAL</b>				<b>\$29,252</b>
<b>4</b>	<b>MASONRY</b>				
	Grout/Mortar Samples	6	EA	\$20	\$120
	CMU Compression Test (Set of 3)	8	SETS	\$60	\$480
	CMU Absorption & Moisture Content (Set of 3)	8	SETS	\$60	\$480
	Inspect Placing of Units	450	HRS	\$63	\$28,350
	Grout Compression Test	20	EA	\$20	\$400
	Prisms (Set of 3)	10	SETS	\$100	\$1,000
	Reinforcing Steel Tests	40	HRS	\$63	\$2,520
	<b>SUBTOTAL</b>				<b>\$33,350</b>
<b>5</b>	<b>STRUCTURAL STEEL</b>				
	Test Unidentified Steel	8	HRS	\$63	\$504
	Shop Material Identification	24	HRS	\$63	\$1,512
	Shop Welding Inspection	100	HRS	\$63	\$6,300
	Field High Strength Bolting Inspection	20	HRS	\$63	\$1,260
	Field Steel Welding Inspection	80	HRS	\$63	\$5,040

DIV	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL COST
<b>5</b>	<b>STRUCTURAL STEEL (CONTINUED)</b>				
	Metal Deck Welding Inspection	80	HRS	\$63	\$5,040
	Expansion and Epoxy Anchors Test & Inspection	36	HRS	\$63	\$2,268
	Mill Certs	20	HRS	\$63	\$1,260
	Field Bolting (Torque) Inspection w/Reports	24	HRS	\$63	\$1,512
	SUBTOTAL				\$24,696
<b>7</b>	<b>ROOFING/FIREPROOFING</b>				
	Roofing/Fireproofing Inspection	40	HRS	\$63	\$2,520
	Fireproofing Density Tests Thickness Tests	8	EA	\$65	\$520
	SUBTOTAL				\$3,040
	<b>PROFESSIONAL SERVICES</b>				
	Registered Professional Engineer	24	HRS	\$90	\$2,160
	SUBTOTAL				\$2,160
	<b>MISCELLANEOUS</b>				
	Ceiling Grid Wire Pull-Out Test	12	EA	\$63	\$756
	Sample and Test Insulating Concrete	24	EA	\$15	\$360
	Placement Inspection of Insulating Concrete	40	HRS	\$63	\$2,520
	Inspection of Truss Joist Fabrication	40	HRS	\$63	\$2,520
	Premium for Overtime Inspections	40	HRS	\$94.50	\$3,780
	SUBTOTAL				\$9,936
	<b>GRAND TOTAL</b>				<b>\$107,474</b>

**SPECIAL NOTE:** Attached any rate schedules for tests or manpower not reflected on this list. Identify any test your firm may deem necessary after review of the Construction Documents.



**2011 FEE SCHEDULE - P6595 8/30/11**  
**PERSONNEL FEES AND BASIS OF CHARGES**  
INSPECTIONS, ENGINEERING & SPECIAL SERVICES

	<b>Standard Rate/Hour</b>	<b>Discounted Rate/Hour</b>
<b>* FIELD INSPECTION AND LABORATORY SERVICE</b>		
Steel	\$400.00	\$63.00
Nondestructive - UT, MT, PT	\$100.00	\$63.00
Steel Visual/UT Combination	\$100.00	\$63.00
Concrete ACI	\$100.00	\$63.00
Concrete ICC	\$400.00	\$63.00
Pre-stressed Concrete	\$400.00	\$63.00
Masonry	\$400.00	\$63.00
Soil Technician w/Nuclear Gauge and/or Sand Cone <i>(portal-to-portal)</i>	\$100.00	
Roofing & Waterproofing	\$400.00	\$63.00
Specialty Inspector/or where formal certification is required	\$100.00	
Field Inspector with Special Enhancement	\$100.00	
Laboratory Technician	\$100.00	
Technician Typist	\$100.00	
<b>**PROFESSIONAL ENGINEERING SERVICES</b>		
Principal Engineer (Civil-Structural)	\$250.00	\$90.00
Geotechnical Engineer	\$200.00	
Consulting Engineer (Civil-Structural)	\$160.00	
Associate Engineer, Licensed	\$150.00	
Staff Engineer/Project Manager	\$130.00	
Field Supervision	\$120.00	
ASNT Level III	\$120.00	
Drafting	\$110.00	
Quality Control Manager	QOR	
<b>SPECIAL SERVICES</b>		
Portable and mobile laboratories, NDT and Soils	QOR	
* Insert Pull-Out Testing (including normal equipment)	\$120.00	
* Coring, 1 Person (including equipment)	\$160.00	
* Coring, 2 Persons (including equipment)	\$210.00	
Project Research	QOR	
Ultrasonic Testing for Non-Metallic Materials	QOR	
Pavement Rehabilitation Analysis using Deflections	QOR	
Roof Moisture Survey	QOR	
Soil Drilling Equipment	QOR	
Geotechnical Site Investigations/Foundation Reports	QOR	
Pachometer, Schmidt Hammer, Windsor Probe	\$150.00	
Floor Flatness Testing FFI - Equipment Fee \$100/Day	\$150.00	
Slab Moisture Testing - \$30/kit	\$150.00	
Ferrosan/GPR - Equipment Fee \$100/day	\$150.00	
Administration, Secretarial, Special Projects, Notary, Certified Payroll	\$75.00	
Concrete/Grout/Mortar Mix Design Review (less than 48 hours notice - \$500)	\$250.00	\$50.00
Welding Procedure Review (less than 48 hours notice - \$500)	\$250.00	
Welder Qualification Test	\$150.00	
Geotechnical Pad Letter (less than 48 hours notice - \$500)	\$250.00	
Final Letter, each (less than 48 hours notice - \$500)	\$250.00	
<b>EXPERT WITNESS TESTIMONY</b>		
Court appearance, per day	\$1,160.00	
Court appearance, per half day	\$660.00	

\* Field inspection services will be billed in accordance with minimums shown on Basis of Charges.  
\*\*Professional engineering services and laboratory technician services will be billed at actual time.

*All fees subject to Basis of Charges*



## BASIS OF CHARGES

### GENERAL

Fees for tests and inspection include cost of technician, normal equipment and regular reports. Engineering services other than supervisory will be charged at applicable rates. Soils testing with nuclear gauge and/or sand cone equipment may require applicable travel and mileage charges for equipment transport and storage per code. Fees for special projects, services overseas, or elsewhere in the United States, will be quoted on request. With prior notification to Client, charges are subject to change at any time. Construction Testing Services reserves the right to adjust the rates quoted in this contract based upon any Union or prevailing wage increases and/or changes in any industry requirements.

### MINIMUM HOURLY CHARGES – INSPECTION

Technician personnel and the following minimum charges are contractual commitment:

One-half day or less	4 Hours
Over one-half day	8 Hours
Show-up time (less than 2 hours notice = 4 hour charge)	2 Hours

### WORKING HOURS AND PREMIUM TIME

Regular workday is the first 8 hours between 6:00 am and 6:00 pm Monday through Friday. Premium time is as follows:

Overtime, Weekdays and Saturdays (first 8 hours)	1.5 x quoted hourly rate
Overtime Saturdays (over 8 hours) and Sundays (first 8 hours)	2 x quoted hourly rate
Overtime Sundays (over 8 hours) and Holidays	3 x quoted hourly rate
Shift differential, swing and graveyard - (Work performed between 2:00 pm and 4:00 am)	12.5%/hour additional to base or quoted rate.

### MISCELLANEOUS CHARGES - *Only Where Applicable*

Facsimile charges. Plus 1.00/page (n/c for cover page)	\$5.00 minimum
Parking Fees	At Cost
Air Travel	Cost Plus 5%
Outside Services	Cost Plus 20%
Subsistence (per union contract)	\$85.00/day
Mileage	Standard Federal Rate
Project Management & Administration	5% of Monthly Invoice
Samples Made by Others: Concrete Cylinders	\$100 + Test
Samples Made by Others: All Other Tests	\$40 + Test
Returned Check Fee	\$100

### TESTS

Testing fees shown include normal time for performing test. Samples requiring special preparation will be charged at the laboratory technician rate. Fees for tests not listed will be quoted upon request. There will be a minimum charge of \$100.00 for any engineering report. Please note some tests may be tested by subconsultants.

### INSURANCE

For the waiver of subrogation if required by client, a 2% CTS administrative fee will be added to all gross billings/revenue in addition to the 3% fee from State Fund.

### PAYMENT

Invoices will be submitted monthly or bimonthly for services performed during the preceding month and are payable on receipt. Interest of 1.5% per month (but not exceeding the maximum rate allowable by law) will be payable on any amounts not paid within 30 days, payment thereafter to be applied first to accrued interest and then to the principle unpaid amount. Attorney's fees or other costs incurred in collecting any delinquent amount shall be paid by client. Visa, MasterCard and American Express payments are accepted however fees will apply. Visa and MasterCard payments require an additional 3% on top of the amount of the invoice being paid. American Express payments require an additional 4% on top of the amount of the invoice being paid.

*All fees subject to Basis of Charges*



**CONCRETE AND MASONRY TESTS**

		<b>Standard Rate/Each</b>	<b>Discounted Rate/Each</b>
<b>PORTLAND CEMENT CONCRETE</b>			
Compression test. 6" x 12" cylinder (including mold)	ASTM C-39	\$50.00	
Cylinder molds. 6" x 12"	ASTM C-470	\$40.00	\$15.00
Cylinders stored and cured. not tested (including mold)		\$40.00	
Compression test. Gunite (including sample prep)		\$55.00	
Compression test. Cores	ASTM C-42	\$60.00	
Lightweight insulating concrete. 3" x 6" cylinders	ASTM C-495		
Compression test, including mold		\$60.00	
Unit Weight test, including mold		\$60.00	
Flexural test, 6" x 6" x 18"	ASTM C-78	\$200.00	
Splitting tensile test, 6" x 12" cylinder	ASTM C-495	\$150.00	
Unit Weight, concrete cylinder		\$50.00	
Modulus of elasticity (static)	ASTM C-469	\$210.00	
Laboratory trial batch (mixing and molding only)	ASTM C-192	\$460.00	
Drying shrinkage (3 specimens - 28 days, including prep)	ASTM C-157 Mod	\$370.00	
Unit Weight - fireproofing, each	ASTM E-605	\$100.00	\$65.00
Sample pickup		\$15.00/each	
High Strength Concrete - Mix Designs/trial batches/and other considerations		QOR	
Compression tests (over 8000 p.s.i. or 400 k) each		\$100.00	
Grab sample, sealing and storing for 2 months in a humidity and temperature controlled room.		\$35.00	
<b>MASONRY</b>			
Compression test			
mortar 2" x 4" cylinder, U.B.C. (including mold)		<del>\$50.00</del>	\$20.00
mortar molds. 2" x 4". Single use		\$40.00	
grout. U.B.C.		<del>\$50.00</del>	\$20.00
mortar or grout. stored and cured not tested (including mold)		\$50.00	
non-shrink grout		\$50.00	
2" x 2" x 2" cubes		\$50.00	
cores (including sample prep)		\$100.00	
composite grouted prism. (sets of 3)		<del>\$300.00</del>	\$100.00
Shear test - bed joint - Preece method (including sample prep)		\$170.00	
Compression test. gross area only each	ASTM C-140	\$85.00	
Compression test. net area and gross area each	ASTM C-140	\$105.00	
Absorption. Moisture content and unit weight	ASTM C-140	<del>\$405.00</del>	\$60.00
Linear shrinkage	CMA Rapid Method	\$110.00	
Linear Shrinkage	British Method	\$130.00	
Tensile test	CMA Method	QOR	
Non-standard block (all tests)		QOR	
<b>* BRICK</b>			
Modulus of rupture	ASTM C-67	\$100.00	
Compression	ASTM C-67	\$100.00	
Saturation coefficient (including absorption)	ASTM C-67	\$100.00	
Suction rate	ASTM C-67	\$100.00	
Efflorescence	ASTM C-67	\$100.00	

*\*Unusual sample preparation for brick specimen will be charged at the established hourly rate.*

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SOILS, AGGREGATE, ASPHALTIC CONCRETE SERVICES & TESTS

		Standard Rate/Each
<b>SOILS</b>		
Plasticity index	ASTM D-4318	\$220.00
Expansion Index	ASTM D-4829/UBC18.2	\$220.00
Laboratory moisture - density tests	ASTM D-1557/D-698	\$300.00
	Calif. 216 (Wet Method)	\$260.00
* "R" (Resistance) value (minimum 3 pts) Untreated	Calif. 301	\$350.00
California bearing ratio, with curve	ASTM C-1883	\$225.00
Cement treated base laboratory design (3 specimens)	Calif. 312	\$300.00
Cement treated base field control (3 specimens)	Calif. 312	\$250.00
(Aggregate quality test not included.)		
Cement treated base Mix Design (additional cement content)		\$105.00
Moisture Content Determination & Dry Density	ASTM D-2216/D-2937	\$50.00
Moisture Density Check Point		\$170.00
Unconfined Compressive Strength	ASTM D-2166	\$160.00
Triaxial Compression Test		\$500.00
Direct Shear Test		\$300.00
Consolidation		\$500.00
pH of Soil		\$260.00
Hydraulic Conductivity	ASTM D-5084	\$300.00
Sieve Analysis -		
Coarse Retained on No. 4 Sieve	ASTM C-136/Calif. 202	\$120.00
Fine Passing No.4 Sieve	ASTM C-136/Calif. 202	\$160.00
Combined with 200 Wash		\$190.00
200 Wash Only	ASTM C-117	\$120.00
Hydrometer analysis - includes fine sieve	ASTM D-422	\$320.00
Specific gravity. Bulk SS.D. -		
Coarse (includes absorption)	ASTM C-127	\$130.00
Fine (includes absorption)	ASTM C-128	\$130.00
Corrosivity Tests on Soils	ASTM/Caltrans	\$275.00
<b>AGGREGATES</b>		
Cleaness value	Calif. 227	\$200.00
Sand equivalent (average of 3)	Calif. 217	\$100.00
Durability factor-course	Calif. 229	\$255.00
Durability factor-fine	Calif. 229	\$240.00
Durability factor-combined	Calif. 229	\$270.00
Crushed particles. Coarse and fine	ASTM D-693/Calif. 205	\$200.00
** Sodium sulfate soundness, per size fraction (5 cycles)	ASTM C-88/Calif. 214	\$140.00
Low Angles Rattler C535	ASTM C-131/Calif. 211	\$285.00
Unit weight of aggregate	ASTM C-29/Calif. 212	\$105.00
Organic impurities		\$95.00
Wetting/drying		\$350.00
Flat and elongated particles	D4791, CE119, CE120	\$200.00

\* Unusual sample preparation (dried clays, saturated clays, etc.) and all other tests for treated or untreated soils, aggregate subbase and aggregate base will be charged at established rates for laboratory technician.

\*\* Does not include sample preparation or sieve analysis

All fees subject to Basis of Charges



SOILS, AGGREGATE, ASPHALTIC CONCRETE SERVICES & TESTS *Continued...*

<b>ASPHALTIC CONCRETE</b>		<b>Standard Rate/Each</b>
Stability tests, premixed per samples –		
Hveem (2 specimens)	Calif. 366	\$365.00
Marshall (3 specimens)	ASTM D-1559	\$575.00
Marshall (1 specimen)		\$75.00
Swell (in conjunction with Hveem stabilometer)	Calif. 305	\$190.00
Moisture content, xylene rafflux	ASTM D-2172	\$205.00
Extraction, % asphalt - Method B	ASTM D-2172	\$220.00
Extraction with Gradation		\$350.00
Asphalt Specific Gravity and Unit Weight	ASTM D1188	\$100.00
Asphalt stripping	ASTM D-1664/Calif. 302	\$100.00
Centrifuge kerosene equivalent, percent oil retained	Calif. 303	\$175.00
Lab Test Maximum Density - LTMD	Calif. 375	\$360.00
Marshall Maximum Density	Calif. 304	\$285.00
Rice Maximum Theoretical Specific Gravity	ASTM D-2041/Calif. 309	\$195.00
Unit weight compacted sample	Calif. 308	\$130.00
Unit weight compacted core	Calif. 308	\$130.00
Thickness of asphalt concrete cores		\$100.00
Complete asphalt design for given asphalt and aggregate by one of the following methods: (includes aggregate gradings)		QOR
1. Hveem TM CA 367		
2. Marshall. Asphalt Inst. MS-2		

**MATERIALS MECHANICAL TESTS**

#3 to #8 Rebar Tensile Tests	ASTM A-615	\$125.00
#9 to #11 Rebar Tensile Tests	ASTM A-615	\$150.00
#14 Rebar Tensile Tests	ASTM A-615	QOR
#9 and Smaller Rebar Bend Tests	ASTM A-615	\$100.00
Mechanical Couplers		QOR
High Strength Bolt Test		
Bolts: Proof Load & Ultimate Load		\$150.00
Hardness		\$40.00
Nuts: Proof Load		\$150.00
Hardness		\$40.00
Washers: Hardness		\$100.00
Fastener Set (1 bolt, 1nut & 1 washer)		\$175.00
Tensile & Elongation Test		\$270.00

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