

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

DEPT: Chief Executive Office

BOARD AGENDA # B-21

Urgent

Routine

AGENDA DATE April 29, 2014

CEO Concurs with Recommendation YES NO

4/5 Vote Required YES NO

(Information Attached)

SUBJECT:

Approval of Actions Related to the AB 900 Phase II Public Safety Center Expansion Project; Conditional Award of a Design-Build Construction Contract to Simile Construction Service, Inc. for Project Two (Day Reporting Center); and Approval to Select the Three Finalist Design-Build Teams for Project One (Maximum Security Housing Units/Mental Health Units); and Project Three (Intake, Release, Transportation); and Related Actions

STAFF RECOMMENDATIONS:

1. Approve the various actions needed to move the AB 900 Phase II Public Safety Center Expansion Project forward toward construction within the approved Project Budget, the approved Project Schedule, consistent with the Agreements with the State of California.
2. Approve the conditional award of a design-build construction contract, conditioned upon final State Approval for the AB 900 Phase II Public Safety Jail Expansion for Project Two (Day Reporting Center) to Simile Construction Service Inc. of Modesto, California for \$3,649,000, pursuant to the County's basis of award including holding additive proposal alternate pricing for the project.

(Continued--Page 2)

FISCAL IMPACT:

The Stanislaus County AB 900 Phase II Jail Expansion Projects are in the final stages toward actual construction of Project One (Maximum-Security Housing/Medical/Mental Health Units); Project Two (Day Reporting Center) and Project Three (Intake, Release, Transportation), which is a significant milestone for these significant public safety projects. The total estimated project budget for the AB 900 Phase II projects remains unchanged at \$89.5 million to fund Project One (Maximum-Security Housing Units/Mental Health Units) and Project Two (Day Reporting Center).

(Continued-Page 2)

BOARD ACTION AS FOLLOWS:

No. 2014-204

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

and approved by the following vote,

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

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 of Actions Related to the AB 900 Phase II Public Safety Center Expansion Project; Conditional Award of a Design-Build Construction Contract to Simile Construction Service, Inc. for Project Two (Day Reporting Center); and Approval to Select the Three Finalist Design-Build Teams for Project One (Maximum Security Housing Units/Mental Health Units); and Project Three (Intake, Release, Transportation); and Related Actions

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STAFF RECOMMENDATIONS: (Continued)

3. Authorize the Project Manager to advance three finalist Design-Build teams to the final selection process for Project One (Maximum-Security Housing Units/Mental Health Units) and Project Three (Intake, Release Transportation); and authorize the Project Manager to award a stipend of \$50,000 to each of the two Design-Build teams not awarded the final design-build construction contract:
 - McCarthy of Roseville, California;
 - Hensel Phelps of San Jose, California; and
 - Balfour Beatty of Emeryville, California.
4. Authorize the Project Manager to issue a Request for Proposals for general inspection services for Project One and Project Three; and return to the Board of Supervisors to recommend a contract award; along with finalizing and executing Amendment No. 3 to the current inspection services Agreement with Stewart & Stewart, Inc. for Project Two (Day Reporting Center).
5. Authorize the Project Manager to issue a Request for Proposals for Specialty Inspection Services for Projects One and Three; and return to the Board of Supervisors to recommend a contract award.
6. Authorize the Project Manager to negotiate and sign contracts, work authorizations, and purchase orders for professional services needed in the design-build construction phase of the project, as long as they are within the project budget approved by the Board of Supervisors.
7. Authorize the Project Manager to negotiate and sign change orders up to \$25,000, consistent with the County's Change Order Policy, and as long as they are within the previously approved project budget.

FISCAL IMPACT: (Continued)

The funding sources remain unchanged with State funding of \$80 million (90%), and a County cash match contribution totaling \$9.5 million (10%). Projects One and Two together comprise the AB 900 90% State-funded Project. The County-funded Project Three (Intake, Release, Transportation) is fully funded by the County with the dedication of \$24,044,509 in funding set aside from Public Facility Fees.

The primary sources of the required match the County has committed to the State and County funded project include \$1.5 million in existing appropriations previously

Approval of Actions Related to the AB 900 Phase II Public Safety Center Expansion Project; Conditional Award of a Design-Build Construction Contract to Simile Construction Service, Inc. for Project Two (Day Reporting Center); and Approval to Select the Three Finalist Design-Build Teams for Project One (Maximum Security Housing Units/Mental Health Units); and Project Three (Intake, Release, Transportation); and Related Actions

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approved by the Board of Supervisors for Jail Expansion and Master Planning, \$1.0 million from the Criminal Justice Facilities Fund, and \$7.0 million from an internal borrowing from the 2006 Tobacco Endowment Fund, for a total cash match of \$9.5 million. In addition, the sources include a non-cash match from land valued at \$500,000 at the site where the facility will be constructed, as outlined in the sources chart below for Projects One and Two funded by AB 900 Phase II:

AB 900 Phase II Funding Sources	
	<i>Amount</i>
AB 900 Phase II State Funding	\$80,000,000
2006 Tobacco Endowment Fund Borrowing	\$7,000,000
AB 900 Phase I Public Facility Fees Cash	\$1,500,000
Criminal Justice Facility Fund Cash	\$1,000,000
Total Project Sources	\$89,500,000

The State of California has a 90% share of cost of the AB 900 Phase II Public Safety Center Jail Expansion Projects (Projects One and Two), which will be financed on an interim basis using funds from the State's pooled money investment account and ultimately using long-term lease revenue bond financing. On August 27, 2013, the Board of Supervisors approved the budget actions to appropriate the entire Project Budget.

The approved construction only budget is \$64,643,309 for Project One (Maximum-Security Housing Units/Mental Health Units), \$4,381,944 for Project Two (Day Reporting Center), and \$17,750,000 for Project Three (Intake, Release, Transportation). These projects have been extensively and repeatedly estimated for their projected costs. As of now, Design Build Proposals, including cost proposals, have been received for all three projects.

Project Two (Day Reporting Center) Proposal Background—Conditional Award Now Recommended

At this time, staff recommends the Board of Supervisors approve a conditional award of a design-build construction contract, conditioned upon State Approval for the AB 900 Phase II Public Safety Center Jail Expansion Project Two (Day Reporting Facility), to Simile Construction Service, Inc. of Modesto, California, the Design-Build Proposal deemed the most advantageous to the County for \$3,649,000 as the basis of award. The details are further described below in this agenda report. Project Two (Day

Approval of Actions Related to the AB 900 Phase II Public Safety Center Expansion Project; Conditional Award of a Design-Build Construction Contract to Simile Construction Service, Inc. for Project Two (Day Reporting Center); and Approval to Select the Three Finalist Design-Build Teams for Project One (Maximum Security Housing Units/Mental Health Units); and Project Three (Intake, Release, Transportation); and Related Actions

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Reporting Center) is *under budget* and the selection of Simile Construction Services' Proposal was conducted in full accordance with Public Contracts Code Section 20133.

Project One (Maximum Security Housing Units/Mental Health Units) and Project Three (Intake, Release, Transportation—Recommend Moving to the Final Selection Phase

This Agenda Report also recommends moving Projects One and Three toward the final selection phase by approving Balfour Beatty, Hensel Phelps, and McCarthy as the three Finalist Design Build teams, and authorizing the best and final pricing in accordance with Public Contracts Code Section 20133 and the County's Request for Proposals issued for the AB 900 Phase Public Safety Center Expansion.

As the Public Safety Center Jail Expansion project progresses, all major decisions will be brought back to the Board of Supervisors at each phase of these projects for consideration, review, and approval. The State Department of Finance and Department of Corrections and Rehabilitation will ultimately approve the award of the Design-Build construction contracts for Project One (Maximum Security Housing Units/Mental Health Units) and Project Two (Day Reporting Center).

DISCUSSION:

Background

On December 13, 2011, the Board of Supervisors authorized the submission of an application for AB 900 Phase II (Public Safety and Offender Rehabilitation Services Act of 2007) funding for urgently needed jail facilities. Stanislaus County competed on a statewide basis and the State selected the Stanislaus County Proposal for full funding, as the number one ranked medium-sized County in California.

On March 9, 2012, the County was notified by the Board of State and Community Corrections that it was awarded \$80 million in State Local Jail Construction funding (AB 900 Phase II), which requires a \$9.5 million local cash match, for a proposed project totaling \$89.5 million.

On May 30, 2012, as previously authorized by the Board of Supervisors, the Project Manager initiated the qualifications-based procurement process for architectural services through a Request for Statements and Qualifications (RFQP). The County separated the Master Jail Expansion Project into *three separate Projects* as outlined below:

Approval of Actions Related to the AB 900 Phase II Public Safety Center Expansion Project; Conditional Award of a Design-Build Construction Contract to Simile Construction Service, Inc. for Project Two (Day Reporting Center); and Approval to Select the Three Finalist Design-Build Teams for Project One (Maximum Security Housing Units/Mental Health Units); and Project Three (Intake, Release, Transportation); and Related Actions

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- **Project One (Maximum Security Housing Units/Mental Health Units)** - Included two maximum-security housing units (192 beds each), special needs housing unit, medical and mental health housing unit (72 beds), health services facility, and security administration, to be funded 90% by Assembly Bill/AB 900 Phase II funding and 10% by County matching funds.
- **Project Two (Day Reporting Center)** - Included the Programs / Day Reporting Facility to be funded 90% by Assembly Bill/AB 900 Phase II funding and 10% by County matching funds.
- **Project Three (Intake, Release, Transportation)** - Included various support facilities to be funded entirely by County funds through money set aside from Public Facility Fees.

On September 11, 2012, the State Public Works Board (SPWB) approved Stanislaus County's project scope, project schedule and project cost, a significant milestone which allowed Stanislaus County to be the first county in the State to be awarded under AB 900 Phase II Jail Construction funding to initiate the project and begin the design phase.

In the Fall of 2012, the Board of Supervisors awarded contracts for the bridging architectural services for Projects One, Two and Three of the Public Safety Center Expansion. On October 3, 2012, the Project Manager issued a Notice to Proceed on the Programming / Schematic Design phases for all three projects. With the SPWB approval of the project scope, cost and schedule, the Project Manager was able to begin to incur expenses for specified activities that are reimbursable, including architectural programming and design. State reimbursement will commence after approval and award of the design-build contract.

On August 27, 2013, the Board of Supervisors authorized the Project Manager to submit schematic design drawings to the State of California, Board of State and Community Corrections, the State Fire Marshal and the California Department of Corrections and Rehabilitation for Project One (Maximum-Security Housing Units/Mental Health Units); Project Two (Day Reporting Center) and Project Three (Intake Release, Transportation), as prepared by the HOK/LDA Design Team. At that time, the Board of Supervisors also authorized the Project Manager to seek a possible project scope change from the Board of State and Community Corrections from two 192 maximum bed units up to two 240 maximum-security bed units within the Approved Project Budget and allocated State funding. The possible project scope change was approved by the State Public Works Board on December 13, 2013.

Approval of Actions Related to the AB 900 Phase II Public Safety Center Expansion Project; Conditional Award of a Design-Build Construction Contract to Simile Construction Service, Inc. for Project Two (Day Reporting Center); and Approval to Select the Three Finalist Design-Build Teams for Project One (Maximum Security Housing Units/Mental Health Units); and Project Three (Intake, Release, Transportation); and Related Actions

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On September 6, 2013, the Project Manager transmitted the schematic design drawings to the State for preliminary compliance review consistent with California Title 24 and State Fire Code for the construction of local detention facilities. Additionally, the Project Manager submitted an Operational Program Statement to the Board of State and Community Corrections for Project One (Maximum-Security Housing Units/Mental Health Units) and Project Two (Day Reporting Center) detailing the operation and management of the proposed County jail projects.

On October 29, 2013, at the direction of the Board of Supervisors, the Project Manager issued a Request for Statement of Qualifications (RFSOQ) to pre-qualify Design-Build teams for the Public Safety Center Expansion Projects One (Maximum-Security Housing Units/Mental Health Units), Project Two (Day Reporting Center), and Project Three (Intake, Release, Transportation).

On November 12, 2013, the Board of Supervisors authorized the Project Manager, County Counsel and Chairman of the Board of Supervisors to negotiate and execute the Board of State and Community Corrections (BSCC) Agreement and the Project Delivery and Construction Agreement (PDCA) between Stanislaus County and the State Public Works Board, the California Department of Corrections and Rehabilitation, and the Board of State and Community Corrections for the Assembly Bill 900 (AB 900) Phase II Jail Financing Program for the construction of portions of the Stanislaus County Public Safety Center Expansion/Jail Construction Project. At that time, the Board also authorized the Project Manager and County Counsel to negotiate and execute on behalf of the County in substantially the same form Exhibit A: the Project Scope, Cost and Schedule Description; Exhibit B: Form of Ground Lease; Exhibit C: Form of Right of Entry for Construction and Operation; and Exhibit D: Form of Facility Sublease. These key agreements have subsequently been executed and approved by the State and the Chairman of the Board of Supervisors.

On February 11, 2014, the Board of Supervisors approved the following several key staff recommendations:

- Approved the Bridging Documents/ Performance Criteria and Concept Drawings for the County's AB 900 Phase II Jail Expansion Project for Project One (Maximum-Security Housing Units/Mental Health Units), Project Two (Day Reporting Center), and County-Funded Project Three (Intake, Release, Transportation), as prepared by the HOK/LDA Design Team;
- Authorized the Project Manager to finalize all elements to the base design, including any changes required by the State Fire Marshal;
- Authorized the Project Manager to issue a Request for Proposals for the design-build construction of Project One (Maximum-Security Housing Units/Mental

Approval of Actions Related to the AB 900 Phase II Public Safety Center Expansion Project; Conditional Award of a Design-Build Construction Contract to Simile Construction Service, Inc. for Project Two (Day Reporting Center); and Approval to Select the Three Finalist Design-Build Teams for Project One (Maximum Security Housing Units/Mental Health Units); and Project Three (Intake, Release, Transportation); and Related Actions
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- Health Units), Project Two (Day Reporting Center), and Project Three (Intake, Release, Transportation); and
- Authorized the Project Manager to return to the Board of Supervisors to recommend three finalist Design-Build teams to move forward to the final selection process; and authorized a \$50,000 stipend to the two finalist Design-Build Proposers not selected for Project One (Maximum-Security Housing Units/Mental Health Units) and Project Three (Intake, Release, Transportation).

Since that time, staff has worked diligently to advance the AB 900 Phase II Jail Expansion Projects confidently through the Proposal and Award Phase toward construction of these critically needed Public Safety facilities. A detailed discussion on the Proposal background for Project One (Maximum-Security Housing Units/Mental Health Units) and Project Three (Intake, Release and Transportation) is outlined below.

Next Recommended Actions:

- ***Approve the Conditional Award of a design-build construction contract, conditioned upon final State Approval for the AB 900 Phase II Public Safety Jail Expansion for Project Two (Day Reporting Center) to Simile Construction Service Inc. of Modesto, California for \$3,649,000 pursuant to the County's basis of award including holding additive proposal alternate pricing for the project.***

On October 29, 2013, at the direction of the Board of Supervisors, the Project Manager issued a Request for Statement of Qualifications (RFSOQ) to pre-qualify Design-Build teams for the Public Safety Center Expansion Projects One, Two and Three. On February 11, 2014, the Board of Supervisors authorized the Project Manager to issue a Request for Proposals (RFP) to the nine pre-qualified design-build teams for the design-build construction of Project Two (Day Reporting Center).

On March 19, 2014, five Proposals were received from the pre-qualified design-build teams. The proposals were extensively evaluated by the Project Team and the County's Bridging Architect, strictly in accordance with the best value criteria pursuant to Public Contracts Code Section 20133 as outlined below:

Approval of Actions Related to the AB 900 Phase II Public Safety Center Expansion Project; Conditional Award of a Design-Build Construction Contract to Simile Construction Service, Inc. for Project Two (Day Reporting Center); and Approval to Select the Three Finalist Design-Build Teams for Project One (Maximum Security Housing Units/Mental Health Units); and Project Three (Intake, Release, Transportation); and Related Actions

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FACTORS	Maximum Points
1. Price - Base	25
2. Price - Alternates	15
3. Schedule and duration	10
4. Technical Design and Dedicated Construction Staff and Expertise (including subcontractors and dedicated staff)	10
5. Life Cycle Costs over 25 Years / Ideas for Cost Savings / Enhancements / Systems to Reduce Operating Cost	10
6. Skilled Labor Force Availability	10
7. Acceptable Safety Record	10
8. Key Design-Build Members	10
TOTAL (Maximum) 100 points	

The Proposal pricing submitted ranged from \$3.65 million to \$4.4 million as the basis of award. Cost is the most significant of the evaluation factors allowed in the Public Contracts Code.

Following the extensive evaluation process conducted by the County's team, the Proposal received from Simile Construction Service, Inc. of Modesto, California was deemed to be competitively superior, and as a result, Simile was the only firm that advanced to the Interview stage of the evaluation process. Additionally, Simile submitted the lowest cost Proposal. The Simile proposal is well under the \$4,381,944 Project Two Construction only budget.

At this time, staff recommends the Board of Supervisors approve a Conditional Award of a design-build construction contract, conditioned upon State Approval of the AB 900 Phase II Public Safety Center Jail Expansion Project Two (Day Reporting Facility) to Simile Construction Service, Inc. of Modesto, California, the Design-Build Proposal deemed the most advantageous to the County for \$3,649,000 as the basis of award.

While initial proposals have been received for the AB 900 Phase II Public Safety Center Jail Expansion Project One (Maximum-Security Housing Units/Mental Health Units), the County continues to further develop those Proposals with the shortlisted Proposers. As such, the State will not grant the County final authority to award the construction contracts for *both* Project One (Maximum-Security Housing Units/Mental Health Units) and Project Two (Day Reporting Center), until the best and final offer pricing work is completed, which is anticipated to be in mid-June of this year. The alternates preferred by the team include the following:

Approval of Actions Related to the AB 900 Phase II Public Safety Center Expansion Project; Conditional Award of a Design-Build Construction Contract to Simile Construction Service, Inc. for Project Two (Day Reporting Center); and Approval to Select the Three Finalist Design-Build Teams for Project One (Maximum Security Housing Units/Mental Health Units); and Project Three (Intake, Release, Transportation); and Related Actions

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Alternate #	Description	Amount
6	Solar Tubes	\$15,000
7	Two Flag Poles	\$17,500
8	Construction Trailer	\$12,500
10	Add Steel Trellis	\$25,000
12	Manual and Auto Fire Alarm	\$49,000
13	Add Outdoor Ceiling Fan	\$9,000
	Total	\$128,000

Accordingly, the Project Manager has requested that Simile Construction Service, Inc. formally agree to hold all proposed prices until June 30, 2014, and to hold all alternate pricing for the duration of the Project, which will ensure both projects can be awarded within the approved project budget. This final decision will be made once the best and final pricing for Projects One (Maximum-Security Housing Units/Mental Health Units) and Three (Intake, Release, Transportation) is completed. The Proposal background for Projects One (Maximum-Security Housing Units/Mental Health Units) and Project Three (Intake, Release, Transportation) is outlined in detail in the Discussion section of this staff report below.

- ***Authorize the Project Manager to advance the following three finalist Design-Build teams to the Final Selection process for Project One (Maximum-Security Housing Units/Mental Health Units) and Project Three (Intake, Release and Transportation); and authorize the Project Manager to award a stipend of \$50,000 to each of the two design-build Proposers not awarded the final design-build construction contract***

On October 29, 2013, at the direction of the Board of Supervisors, the Project Manager issued a Request for Statement of Qualifications (RFSOQ) to pre-qualify Design-Build Proposers for the Public Safety Center Expansion Projects One, Two and Three. On February 11, 2014, the Board of Supervisors authorized the Project Manager to issue a Request for Proposals (RFP) to the seven pre-qualified design-build teams for the design-build construction of Project One (Maximum Security Housing Units/Mental Health Units) and Project Three (Intake, Release and Transportation). On March 27, 2014, five Proposals were received.

The Proposals were extensively evaluated by the Project team and the County's Bridging Architect in strict accordance with the design-build best value criteria pursuant to the Public Contracts Code Section 20133 as outlined below:

Approval of Actions Related to the AB 900 Phase II Public Safety Center Expansion Project; Conditional Award of a Design-Build Construction Contract to Simile Construction Service, Inc. for Project Two (Day Reporting Center); and Approval to Select the Three Finalist Design-Build Teams for Project One (Maximum Security Housing Units/Mental Health Units); and Project Three (Intake, Release, Transportation); and Related Actions
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FACTORS	Maximum Points
1. Price - Base	25
2. Price - Alternates	15
3. Schedule and duration	10
4. Technical Design and Dedicated Construction Staff and Expertise (including subcontractors and dedicated staff)	10
5. Life Cycle Costs over 25 Years / Ideas for Cost Savings / Enhancements / Systems to Reduce Operating Cost	10
6. Skilled Labor Force Availability	10
7. Acceptable Safety Record	10
8. Key Design-Build Members	10
TOTAL (Maximum) 100 points	

Pursuant to Public Contracts Code Section 20133(d) (4) (B) (2), the initial evaluation has been completed (evaluation of submitted proposals and initial interview). Based on the evaluation results, it is recommended to authorize the Project Manager to advance the following three Design-Build teams to the Final Selection process for Project One (Maximum-Security Housing Units/Mental Health Units) and Project Three (Intake, Release and Transportation); and authorize the Project Manager to award a stipend of \$50,000 to each of the two design-build Proposers not awarded the final design-build construction contract.

- McCarthy of Roseville, California;
- Hensel Phelps of San Jose, California; and
- Balfour Beatty of Emeryville, California

The February 11, 2013 Board of Supervisors' action approved the finalist selection approach and stipend for the two non-selected finalists which was clearly outlined in the County's Request for Proposals issued to the pre-qualified design-build teams.

The three recommended finalists provided outstanding proposals to the County for the design-build construction of Projects One and Three. The three finalists will be invited to submit enhanced proposal documents with pricing revised as appropriate in a confidential process that will lead to their best and final proposal. This gives the design-build teams the opportunity to make proposed changes to the construction approach that could produce savings or enhance the project delivery. The three finalists will submit final proposals and one will be selected for an award. The two finalists not awarded the Contract will each receive a stipend of \$50,000, which is intended to compensate them for the additional cost and effort required for their participation in the extended proposal process. The Project Manager has confirmed that the \$50,000 stipends are reimbursable by the State. In exchange for the payment of a \$50,000

Approval of Actions Related to the AB 900 Phase II Public Safety Center Expansion Project; Conditional Award of a Design-Build Construction Contract to Simile Construction Service, Inc. for Project Two (Day Reporting Center); and Approval to Select the Three Finalist Design-Build Teams for Project One (Maximum Security Housing Units/Mental Health Units); and Project Three (Intake, Release, Transportation); and Related Actions

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stipend as a finalist in the process, all three finalists have agreed to the following conditions:

- Each finalist shall renew their Proposal Security for an additional sixty (60) days to allow the County to spend additional time in the interview and selection process.
- Any finalist not awarded the Contract shall agree not to protest the award of the Contract to a different finalist. (Attachment A, Finalist Agreement)
- All proposal documents and other submissions and concepts discussed by any finalist during the interview and selection process shall become the property of the County.

One Design-Build team will be responsible for the construction and separate accounting of Project One (Maximum-Security Housing Units/Mental Health Units) and Project Three (Intake, Release, Transportation) together. Staff anticipates returning to the Board of Supervisors in June 2014 to recommend a Conditional Award of a design-build construction contract conditioned upon State Approval for the AB 900 Phase II Public Safety Jail Expansion Project One (Maximum-Security Housing Units/Mental Health Units) and to award a separate contract for Project Three (Intake, Release and Transportation), once the best and final offer pricing work has been completed.

All three finalist design build teams have signed agreements not to protest the final award in accordance with the County's Request for Proposals.

- ***Authorize the Project Manager to issue a Request for Proposals for General Inspection Services for Project One and Project Three; and return to the Board of Supervisors to recommend a contract award; along with finalizing and executing Amendment No. 3 to the current inspection services Agreement with Stewart & Stewart, Inc. for Project Two (Day Reporting Center).***

An integral part of the planning and design, as well as construction of any capital project, is the professional services needed to support the project. Quality control is critically needed to support efforts the efforts of each capital project. Over the next three years, the County anticipates a continued need for general inspection services during the construction of several projects including but not limited to the following:

- AB 900 Phase II Projects One and Three
- Coroner Re-Use of County Center III
- SB 1022 REACT Center Project

Approval of Actions Related to the AB 900 Phase II Public Safety Center Expansion Project; Conditional Award of a Design-Build Construction Contract to Simile Construction Service, Inc. for Project Two (Day Reporting Center); and Approval to Select the Three Finalist Design-Build Teams for Project One (Maximum Security Housing Units/Mental Health Units); and Project Three (Intake, Release, Transportation); and Related Actions

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This action will allow the Project Manager to issue a Request for Proposals (RFP) for general inspection services for Project One (Maximum-Security Housing Units/Mental Health Units) and Project Three (Intake, Release, Transportation). This action will also

allow the Project Manager to execute Amendment No. 3 with Stewart & Stewart for On-Call Inspection Services for Project (Two Day Reporting Center). Stewart & Stewart may also have additional capacity to provide specialty inspection services for this project, and the Project Manager recommends to contract for services during the course of construction on an on-call as needed basis (Attachment B, Stewart & Stewart Amendment No. 3).

- ***Authorize the Project Manager to issue a Request for Proposals for Specialty Inspection Services for Projects One, Two and Three; and return to the Board of Supervisors to recommend a contract award.***

An integral part of the planning and design as well as construction of any capital project is the professional services needed to support each project. Quality control is critically needed to support efforts for each capital project. Over the next three years, the County anticipates a continued need for specialty inspection services during the construction of several projects including but not limited to the following:

- AB 900 Phase II Projects One, Two and Three
- Coroner Re-Use of County Center III
- SB 1022 REACT Center Project

This action will allow the Project Manager to issue a Request for Proposals (RFP) for specialty inspection services for Project One (Maximum-Security Housing Units/Mental Health Units), Project Two (Day Reporting Center) and Project Three (Intake, Release, Transportation).

Facility Operations Cost Models

Along with the design, the Board of Supervisors accepted two facility operations estimates prepared for occupancy and operations of the facility, beginning in Fiscal Year 2017-2018, using the Initial Model and Optimal Model for cost estimating. In each model, costs including staffing, utilities, maintenance, contracted jail medical services, bedding, inmate clothing, and various other costs were factored into staff's analyses. As previously reported, the County has no obligation to immediately fully operate or staff

the new facilities. A phased opening of the AB 900 Phase II Jail Expansion Project will be based on the County's fiscal recovery and the annual appropriations by the Board of

Approval of Actions Related to the AB 900 Phase II Public Safety Center Expansion Project; Conditional Award of a Design-Build Construction Contract to Simile Construction Service, Inc. for Project Two (Day Reporting Center); and Approval to Select the Three Finalist Design-Build Teams for Project One (Maximum Security Housing Units/Mental Health Units); and Project Three (Intake, Release, Transportation); and Related Actions

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Supervisors. In the Staffing section of this report, a more detailed analysis of staffing costs is provided. The total estimated cost including both sworn/non-sworn staff in today's dollars range from \$13.3 million in the Initial Model and \$14.6 million in the Optimal Model.

Additionally, the County's Long-Range Model has been updated to project future operational costs. Strategies will be considered for a phased opening. As part of the Fiscal Year 13-14 Final Budget, a new assignment of \$2.0 million was established for first year costs, and Community Corrections Partnership (CCP) Plan funding and the use of one-time funding of \$3.0 million set aside in the adoption of the 2013-2014 CCP Plan will be instrumental for opening. Labor costs and other factors will influence the actual budgets, and by opening the new facility, the strategy for a phased opening includes transfer of existing detention resources to ensure the safest detention of the inmates in custody.

As a prerequisite to commencing final design and construction activity, the State Department of Finance will approve the Board's conditional awards of both Project One (Maximum-Security Housing Units/Mental Health Units) and Project Two (Day Reporting Center).

The renderings of each of the three AB900 Phase II Public Safety Center Expansion Projects are included as Attachment C, Project One (Maximum-Security Housing Units/Mental Health Units Exterior Rendering), Attachment D, Project Two (Day Reporting Center Exterior Rendering), and Attachment E, Project Three (Intake, Release, Transportation Exterior Rendering).

Schedule

Today's action by the Board of Supervisors is a significant step forward in the construction of the Public Safety Center Expansion Project. The Project Manager is seeking to move the project forward into the complex final proposal and award phase of the AB 900 Phase II Public Safety Center Expansion project.

Construction completion for Project Two (Day Reporting Center) is anticipated in Summer 2015. Construction completion for Project One (Maximum Security Housing Units/Mental Health Units) and Project Three (Intake, Release, Transportation) is anticipated in late 2016 to early 2017. Construction of the projects will have a significantly positive impact in terms of construction-related employment locally and off-site and result in a considerable public safety improvement.

Approval of Actions Related to the AB 900 Phase II Public Safety Center Expansion Project; Conditional Award of a Design-Build Construction Contract to Simile Construction Service, Inc. for Project Two (Day Reporting Center); and Approval to Select the Three Finalist Design-Build Teams for Project One (Maximum Security Housing Units/Mental Health Units); and Project Three (Intake, Release, Transportation); and Related Actions

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Task and Timeline	
Spring 2014	Evaluate design-build proposals for Project Two and recommend a conditional award of a contract to the Board of Supervisors conditioned upon State approval.
Summer 2014	Shortlist design-build proposals for Projects One and Three and recommendation of a conditional award of a contract to the Board of Supervisors conditioned upon State approval. Completed construction drawings submitted to State agencies for review and approval for Project Two.
Winter 2015	Completed construction drawings submitted to State agencies for review and approval for Projects One and Three.
Summer 2015	Final construction of Project Two completed.
Fall 2015	Occupancy of Project Two (Day Reporting Center).
Fall 2016	Final construction of Projects One and Three completed.
Spring 2017	Occupancy of Projects One (Maximum Security/Mental Health Units) and Project Three (Intake, Release, Transportation).
FY 2017-2018	First full year of occupancy.

POLICY ISSUES:

All of the actions in this item will advance the Board of Supervisors' priority to strive for A Safe Community by increasing detention capacity to meet projected needs and minimize use of alternatives to incarceration for potentially dangerous criminals.

These actions also support the Board's priority to provide Efficient Delivery of Public Services in pursuing State funds by leveraging limited County resources effectively.

STAFFING IMPACTS:

On June 18, 2013, the Board of Supervisors approved the jail-staffing plan for transition services necessary during the design and construction of the Public Safety Center Expansions and jail construction projects at the site. As previously reported relating to the Public Safety Center Jail Expansion, the cost to operate and staff the additional 384-456 beds and the associated facilities is considerable. Staff anticipates using a *flexible implementation strategy* to maximize all available tools and resources, including staffing that will allow the County to safely house inmates within appropriately secure facilities. Upon construction completion, the staffing and transition to the new jail facilities will be phased based on the County's economic recovery. AB 900 Phase II funding includes the provision that the County is not obligated to fully staff the new facilities upon opening.

As previously reported, the County has no obligation to fully operate or staff the new facilities, so long as occupancy commences by March 31, 2017. A phased

Approval of Actions Related to the AB 900 Phase II Public Safety Center Expansion Project; Conditional Award of a Design-Build Construction Contract to Simile Construction Service, Inc. for Project Two (Day Reporting Center); and Approval to Select the Three Finalist Design-Build Teams for Project One (Maximum Security Housing Units/Mental Health Units); and Project Three (Intake, Release, Transportation); and Related Actions

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opening of the AB 900 Phase II Jail Expansion Project will be based on the County's fiscal recovery and the annual appropriations by the Board of Supervisors.

The first full year of operations is projected to be the 2017-18 fiscal year. Project One (Maximum-Security Housing Units/Mental Health Units) is expected to need 137.16 sworn staff, with 37.44 existing sworn positions dedicated from existing staffing allocations, to maintain adequate safety and control of the mental health and high security functions of the new maximum and medical housing units. The expected General Fund obligation to provide for 101.72 new positions for Project One (Maximum-Security Housing Units/Mental Health Units) and Project Three (Intake, Release, Transportation) will be \$9,999,850.

The County must minimally open the new facility within 90 days of final construction. The County has the complete discretion to incrementally occupy, based on its ability to fund operations and a phased occupancy is expected. The actual costs will be dependent on the number of beds filled and the annual appropriation by the Board of Supervisors of the Sheriff's Detention Budget.

On October 29, 2013, the Board of Supervisors approved the Operational Program Statements for the Public Safety Center Project that included a Preliminary Staffing Plan consistent with Title 15 of the California Code of Regulations. The HOK team, the Chief Executive Office and Sheriff's Office analyzed the needs of the designed facility, including span of control, safety, shift relief and additional factors necessary to operation of the facility. As approved by the Board of Supervisors, staff will use a phased approach with two basic levels of operation for Project One (Maximum-Security Housing Units/Mental Health Units) and Project Three (Intake, Release, and Transportation), including an Initial (Two, 192-bed units) and Optimal scenario (Two, 240 -bed units) as more fully shown in the charts below:

Approval of Actions Related to the AB 900 Phase II Public Safety Center Expansion Project; Conditional Award of a Design-Build Construction Contract to Simile Construction Service, Inc. for Project Two (Day Reporting Center); and Approval to Select the Three Finalist Design-Build Teams for Project One (Maximum Security Housing Units/Mental Health Units); and Project Three (Intake, Release, Transportation); and Related Actions

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Initial Staffing Model					
Classification	Total Positions	Existing Positions	New Positions	Annual Cost	Total New Cost
Captain	1.00	1.00	0.00	\$188,402	\$0
Sergeant	8.13	3.00	5.13	\$117,000	\$600,210
Lieutenant	1.00	1.00	0.00	\$145,000	\$0
Deputy	127.03	32.44	94.59	\$98,000	\$9,269,820
Sworn Sub-Total	137.16	37.44	99.72		\$9,870,030
Kitchen Staff	0.00	0.00	0.00	\$55,457	\$0
Clerical Support	12.00	10.00	2.00	\$64,910	\$129,820
Support Sub-Total	12.00	10.00	2.00		\$129,820
Total All Positions	149.16	47.44	101.72		\$9,999,850

Optimal Staffing Model					
Classification	Total Positions	Existing Positions	New Positions	Annual Cost	Total New Cost
Captain	1.00	1.00	0.00	\$188,402	\$0
Sergeant	8.13	3.00	5.13	\$117,000	\$600,210
Lieutenant	2.00	1.00	1.00	\$145,000	\$145,000
Deputy	137.29	32.44	104.85	\$98,000	\$10,275,300
Sworn Sub-Total	148.42	37.44	110.98		\$11,020,510
Kitchen Staff	2.00	0.00	2.00	\$55,457	\$110,914
Clerical Support	13.00	10.00	3.00	\$64,910	\$194,730
Support Sub-Total	15.00	10.00	5.00		\$305,644
Total All Positions	163.42	47.44	115.98		\$11,326,154

Sheriff's Office staff has also taken into consideration the additive alternative scheme for up to two 240-bed maximum-security housing units, for a total of up to 552 beds with a net increase of up to 96 beds from the expected figure estimated for the additional staffing cost within Fiscal Year 2016-2017.

Approval of Actions Related to the AB 900 Phase II Public Safety Center Expansion Project; Conditional Award of a Design-Build Construction Contract to Simile Construction Service, Inc. for Project Two (Day Reporting Center); and Approval to Select the Three Finalist Design-Build Teams for Project One (Maximum Security Housing Units/Mental Health Units); and Project Three (Intake, Release, Transportation); and Related Actions

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Jail medical services, currently supported by a contract with California Forensic Medical Group (CFMG), is expected to increase in cost to meet the inmate demand at the Public Safety Center with the construction of additional beds in the County Jail system for a projected cost of \$1,800,000, beginning in Fiscal Year 2016-2017. General Services Agency staff will provide maintenance services for the facilities to be constructed with the Public Safety Center Expansion Project. It is anticipated that there will be a need for 1.47 (full time equivalent) FTE staff for Project One (Maximum-Security Housing Units/Mental Health Units) and .49 FTE for Project Three will an anticipated annual maintenance cost exposure of \$270,881 for maintenance staffing and \$96,207 for estimated services and supplies.

The inclusion of Project Two (Day Reporting Center), in the State Project Scope will provide alternatives to incarceration. The Day Reporting Center will use a staffing model that incorporates existing staff from the Probation Department with 9 Probation Officers and 2 clerical staff to be relocated from the Interim Day Reporting Facility at 801 11th Street, Modesto. Behavioral Health and Recovery Services (BHRS) will use 12 existing staff that will be relocated from the Interim Day Reporting Annex at 825 12th Street, Modesto. Funds are currently approved for the Day Reporting Center using Community Corrections Partnership (CCP), Assembly Bill (AB) 109, Senate Bill (SB) 678 and SB 105 funding. Five funding sources for BHRS include Assembly Bill (AB) 109, Substance Abuse Prevention and Treatment (SAPT) Block Grant, Mental Health Services Act (MHSA) revenue, Medi-Cal revenue and 1991 Realignment Funds. General Services Agency staff will provide maintenance services for Project Two. It is anticipated that there will be a need for .15 (full time equivalent) FTE staff for Project with an anticipated annual maintenance cost exposure of \$21,069 for staffing and \$9,773 for estimated services and supplies.

CONTACT PERSON:

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



Attachment A Finalist Agreement

AGREEMENT

This (“**Agreement**”) is entered into by and between the COUNTY OF STANISLAUS (“**County**”) and MCCARTHY BUILDING COMPANIES, INC. (“**Proposer**”) and is effective as of April 10, 2014 (“**Effective Date**”).

RECITALS

WHEREAS, Proposer is one of several proposers who submitted a Proposal (“**Proposal**”) for the design and construction of Projects One and Three at the County’s Public Safety Center funded in part by AB 900 Phase II funds and in part by County funds (“**Project**”);

WHEREAS, County is in the process of preparing a short list of proposers that will be invited to participate in the final interview and selection process enunciated in the County’s Request for Proposals (Document 00 1119) and authorized by Public Contract Code Section 20133;

WHEREAS, Public Contract Code Section 20129 requires all proposers to submit some form of proposal security;

WHEREAS, Proposer has been selected as a Finalist and has agreed to participate in confidential discussions and communications with County concerning certain details of its Proposal including without limitation how each architectural and engineering system of Proposer’s design addresses the various evaluation factors, including but not limited to Longevity, Maintainability, Innovation, Sustainability, and Constructability and how Proposer’s Proposal is competitively superior to proposals received from other proposers;

WHEREAS, during the “Best and Final” process enunciated in County’s Request for Proposals, Proposer seeks an opportunity to refine and adapt its Proposal as appropriate to best address the County’s priorities and to enhance its chances of being chosen as the proposer whose proposal is competitively superior to the other proposals;

WHEREAS, County will provide a stipend for the “Best and Final” phase to the two Proposers who are not ultimately awarded the Contract as set forth in the County’s Request for Proposals;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, stipulated and agreed, Proposer and County hereby agree as follows:

1. County shall select up to three proposer finalists (“**Finalists**”) to participate in the final interview and selection process.
2. Each of the Finalists shall ensure their entire Proposal security remains in place throughout the interview, selection and award process. In the event any Finalist’s price is modified during the interview and selection process, that Finalist shall ensure their Proposal security remains in a sum required by Public Contract Code Section 20129.

3. Each Finalist not awarded the Contract shall be paid a \$50,000 stipend by the County.
4. In the event Proposer is chosen as a Finalist and ultimately not awarded the Contract, Proposer agrees not to protest the award of the Contract to a different Finalist.
5. Proposer agrees that all Proposal documents and other submissions and concepts discussed by Proposer during the interview and selection process shall become the property of the County.
6. Miscellaneous. No provision of this Agreement may be modified or amended, nor shall any term be waived, except expressly in a writing signed by all parties hereto. Should any part, term or provision of this Agreement, be declared invalid, void or unenforceable, in general or in one or more specific instances, all remaining parts, terms and provisions of this Agreement shall remain in full force and effect in all other instances and shall in no way be invalidated, impaired or affected thereby. This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument, and (except as otherwise provided herein) shall be governed by California law.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the Effective Date provided above.

COUNTY:

PROPOSER:

COUNTY OF STANISLAUS

McCARTHY BUILDING COMPANIES, INC.

By: Patricia Hill Thomas
 Name: Patricia Hill Thomas
 Title: Chief Operations Officer
 Date: _____

By: [Signature]
 Name: RYAN G. HESTER
 Title: SR VICE PRES, OPS
 Date: 7/17/14

Approved as to Form and Legality:

COUNTY OF STANISLAUS

By: Edward R. Burrows, Assistant County Counsel
 for Name: John S. Doering
 Title: County Counsel
 Date: April 11, 2014

AGREEMENT

This (“**Agreement**”) is entered into by and between the COUNTY OF STANISLAUS (“**County**”) and BALFOUR BEATTY CONSTRUCTION (“**Proposer**”) and is effective as of April 10, 2014 (“**Effective Date**”).

RECITALS

WHEREAS, Proposer is one of several proposers who submitted a Proposal (“**Proposal**”) for the design and construction of Projects One and Three at the County’s Public Safety Center funded in part by AB 900 Phase II funds and in part by County funds (“**Project**”);

WHEREAS, County is in the process of preparing a short list of proposers that will be invited to participate in the final interview and selection process enunciated in the County’s Request for Proposals (Document 00 1119) and authorized by Public Contract Code Section 20133;

WHEREAS, Public Contract Code Section 20129 requires all proposers to submit some form of proposal security;

WHEREAS, Proposer has been selected as a Finalist and has agreed to participate in confidential discussions and communications with County concerning certain details of its Proposal including without limitation how each architectural and engineering system of Proposer’s design addresses the various evaluation factors, including but not limited to Longevity, Maintainability, Innovation, Sustainability, and Constructability and how Proposer’s Proposal is competitively superior to proposals received from other proposers;

WHEREAS, during the “Best and Final” process enunciated in County’s Request for Proposals, Proposer seeks an opportunity to refine and adapt its Proposal as appropriate to best address the County’s priorities and to enhance its chances of being chosen as the proposer whose proposal is competitively superior to the other proposals;

WHEREAS, County will provide a stipend for the “Best and Final” phase to the two Proposers who are not ultimately awarded the Contract as set forth in the County’s Request for Proposals;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, stipulated and agreed, Proposer and County hereby agree as follows:

1. County shall select up to three proposer finalists (“**Finalists**”) to participate in the final interview and selection process.
2. Each of the Finalists shall ensure their entire Proposal security remains in place throughout the interview, selection and award process. In the event any Finalist’s price is modified during the interview and selection process, that Finalist shall ensure their Proposal security remains in a sum required by Public Contract Code Section 20129.

3. Each Finalist not awarded the Contract shall be paid a \$50,000 stipend by the County.
4. In the event Proposer is chosen as a Finalist and ultimately not awarded the Contract, Proposer agrees not to protest the award of the Contract to a different Finalist.
5. Proposer agrees that all Proposal documents and other submissions and concepts discussed by Proposer during the interview and selection process shall become the property of the County.
6. Miscellaneous. No provision of this Agreement may be modified or amended, nor shall any term be waived, except expressly in a writing signed by all parties hereto. Should any part, term or provision of this Agreement, be declared invalid, void or unenforceable, in general or in one or more specific instances, all remaining parts, terms and provisions of this Agreement shall remain in full force and effect in all other instances and shall in no way be invalidated, impaired or affected thereby. This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument, and (except as otherwise provided herein) shall be governed by California law.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the Effective Date provided above.

COUNTY:

PROPOSER:

COUNTY OF STANISLAUS

BALFOUR BEATTY CONSTRUCTION

By: Patricia Hill Thomas
 Name: Patricia Hill Thomas
 Title: Chief Operations Officer
 Date: _____

By: [Signature]
 Name: Brian H. Cahill
 Title: President, Southwest Division
 Date: 4/17/14

Approved as to Form and Legality:

COUNTY OF STANISLAUS

pot By: Edward R. Berray Assistant County Counsel
 Name: John S. Doering
 Title: County Counsel
 Date: April 11, 2014

Lewis S. Ensley, Esq.
Vice President-Legal

AGREEMENT

This (“**Agreement**”) is entered into by and between the COUNTY OF STANISLAUS (“**County**”) and HENSEL PHELPS CONSTRUCTION CO. (“**Proposer**”) and is effective as of April 10, 2014 (“**Effective Date**”).

RECITALS

WHEREAS, Proposer is one of several proposers who submitted a Proposal (“**Proposal**”) for the design and construction of Projects One and Three at the County’s Public Safety Center funded in part by AB 900 Phase II funds and in part by County funds (“**Project**”);

WHEREAS, County is in the process of preparing a short list of proposers that will be invited to participate in the final interview and selection process enunciated in the County’s Request for Proposals (Document 00 1119) and authorized by Public Contract Code Section 20133;

WHEREAS, Public Contract Code Section 20129 requires all proposers to submit some form of proposal security;

WHEREAS, Proposer has been selected as a Finalist and has agreed to participate in confidential discussions and communications with County concerning certain details of its Proposal including without limitation how each architectural and engineering system of Proposer’s design addresses the various evaluation factors, including but not limited to Longevity, Maintainability, Innovation, Sustainability, and Constructability and how Proposer’s Proposal is competitively superior to proposals received from other proposers;

WHEREAS, during the “Best and Final” process enunciated in County’s Request for Proposals, Proposer seeks an opportunity to refine and adapt its Proposal as appropriate to best address the County’s priorities and to enhance its chances of being chosen as the proposer whose proposal is competitively superior to the other proposals;

WHEREAS, County will provide a stipend for the “Best and Final” phase to the two Proposers who are not ultimately awarded the Contract as set forth in the County’s Request for Proposals;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, stipulated and agreed, Proposer and County hereby agree as follows:

1. County shall select up to three proposer finalists (“**Finalists**”) to participate in the final interview and selection process.
2. Each of the Finalists shall ensure their entire Proposal security remains in place throughout the interview, selection and award process. In the event any Finalist’s price is modified during the interview and selection process, that Finalist shall ensure their Proposal security remains in a sum required by Public Contract Code Section 20129.

3. Each Finalist not awarded the Contract shall be paid a \$50,000 stipend by the County.
4. In the event Proposer is chosen as a Finalist and ultimately not awarded the Contract, Proposer agrees not to protest the award of the Contract to a different Finalist.
5. Proposer agrees that all Proposal documents and other submissions and concepts discussed by Proposer during the interview and selection process shall become the property of the County.
6. Miscellaneous. No provision of this Agreement may be modified or amended, nor shall any term be waived, except expressly in a writing signed by all parties hereto. Should any part, term or provision of this Agreement, be declared invalid, void or unenforceable, in general or in one or more specific instances, all remaining parts, terms and provisions of this Agreement shall remain in full force and effect in all other instances and shall in no way be invalidated, impaired or affected thereby. This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument, and (except as otherwise provided herein) shall be governed by California law.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the Effective Date provided above.

COUNTY:

PROPOSER:

COUNTY OF STANISLAUS

HENSEL PHELPS CONSTRUCTION CO.

By: Patricia Hill Thomas
 Name: Patricia Hill Thomas
 Title: Chief Operations Officer
 Date: _____

By: [Signature]
 Name: JAMES R. PARRAS, JR.
 Title: V.P. / DISTRICT MGR
 Date: 17 APRIL 2014

Approved as to Form and Legality:

COUNTY OF STANISLAUS

for By: Edward R. Burroughs, Assistant County Counsel
 Name: John S. Doering
 Title: County Counsel
 Date: April 11, 2014



Attachment B
Stewart & Stewart Amendment No. 3

**AGREEMENT BETWEEN THE COUNTY OF STANISLAUS
AND STEWART & STEWART, INC
FOR ON-CALL INSPECTION SERVICES**

AMENDMENT NO. 3

Executed on this 29th day of April, 2014


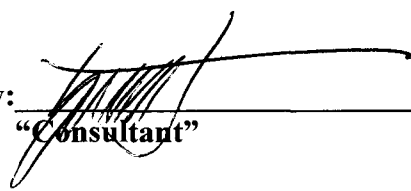
The Agreement between the **County of Stanislaus** ("County") and **Stewart & Stewart, Inc.**, whose address is 5500 N. Quincy Road, Denair, CA 95316 ("Consultant"), for **On-Call Inspection Services** for the County's capital projects dated March 31, 2009 ("Agreement") is hereby amended as follows:

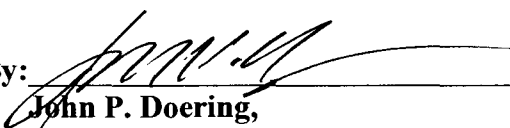
3 TERM.

Paragraph 3.1 is replaced with the following:

"The term of this Agreement shall be from the date of approval of this Agreement until the later of December 31, 2015 or the completion of inspection services at Project Two, unless this Agreement is either extended or sooner terminated as set forth below."

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

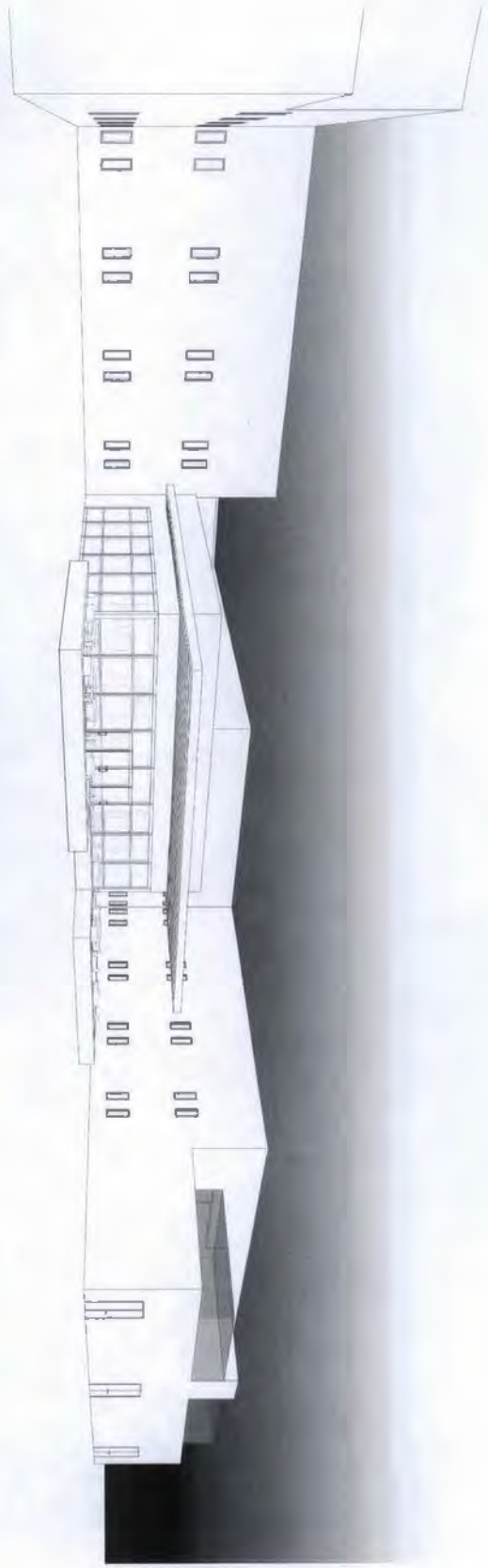
COUNTY OF STANISLAUS By:  Patricia Hill Thomas Chief Operations Officer/ Assistant Executive Officer	STEWART & STEWART, INC. By:  "Consultant"
---	---

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



Attachment C

Project One (Maximum-Security Housing Units/Mental Health Units Exterior Rendering)





Attachment D

Project Two (Day Reporting Center Exterior Rendering)



STANISLAUS COUNTY DAY REPORTING CENTER



Attachment E

Project Three

(Intake, Release, Transportation Exterior Rendering)



AB 900 Phase II Public Safety Center Jail Expansion Projects—Moving Confidently Toward Construction!

Stanislaus County Board of Supervisors
Agenda Item B-21 April 29, 2014





Patricia Hill Thomas

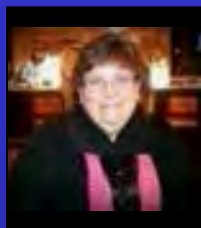
Chief Operations Officer-Project Manager

“THE WAY A TEAM PLAYS AS A WHOLE
DETERMINES IT’S SUCCESS.
YOU MAY HAVE THE GREATEST BUNCH
OF INDIVIDUAL STARS IN THE WORLD,
BUT IF THEY DON’T PLAY TOGETHER,
THE CLUB WON’T BE WORTH A DIME...”

Babe Ruth

**Stanislaus AB 900 Phase II Jail Expansion
Project It’s All About Teamwork!**

Stanislaus AB 900 Phase II Public Safety Jail Expansion Team



Striving to be the Best...



SB 81 Juvenile Commitment Center



- Construction Completed June 2013
- 60 Bed Commitment and Vocational Facility
- Completed On Time
- Completed Under Budget
- State Lease Revenue Bond Financing



AB 900 Phase II Public Safety Center Project

- Break Ground 2014
- Project One (Two-240 Maximum-Security Housing Units/Mental Health Units)
- Project Two (Day Reporting Center)
- Project Three (Intake, Release, Transportation)
- On Schedule and Budget

In Progress

Project Two Conditional Construction Award April 2014

- Projects One and Three Conditional Construction Award June 2014



Striving to be the Best...



- SB 1022 REACT CENTER PROJECT
 - \$40 million recently awarded upon appeal
 - 288 Transitional Bed and Programs Facility
 - Reentry, and Enhanced Alternatives to Custody Training Center
 - Direct Response to AB 109 Public Safety Realignment
 - Real Estate Due Diligence Package Submitted to the State April 2014
 - Currently Seeking Design Build Bridging Architect
 - Closes Downtown Jail except for Court Holding
 - Next Steps for Board of Supervisors Consideration May 6, 2014
 - More to come.....



Captain Bill Duncan
Sheriff's Detention
Stanislaus County

Why are these projects so important?

- Public Safety Realignment has changed everything
- 23% of County adult detention population are AB 109 inmates.
- Sentenced inmates are serving less than 30% of their time in custody.
- Enhance Jail Capacity to accommodate Realignment and ensure Public Safety
- Provide inmates with constitutional access to health care, particularly with a sicker population
- Increase space for inmate programs to break the Cycle of Recidivism
- Create flexibility to house varying classifications of inmates safely and securely

Why are these projects so important?

- Modernizes Public Safety Detention Facilities
- Will Maximize Staff and offender safety, which is of the utmost importance with new construction
- Centralize services at one primary site the County's Public Safety Center

■ PROJECT 1:



AB 900 Phase II
Funded (90% State/
10% County)



■ PROJECT 2:

■ PROJECT 3:

County Funded

384 new maximum-security beds
(possible enhancement to 480 beds)

72-Bed Medical/Mental Health Housing Unit

Jail Medical Services Unit

New Central Security Control Unit

Permanent Day Reporting Center

Intake/Release/Transportation

Jail Administration & Staff Support

Public Lobby

Community Services Facility

HACKETT ROAD

170

180

200

Fleet

Project 2
Day
Reporting
Center

Sheriff's
Operations
Center

Staff Parking

Kitchen/Laundry
(1992)

Project 3
Intake

Intake Sallyport

Unit One
(1994)

Project 1
Housing/Medical/MH

Immediate
Action Plan
Jail (1992)

Proposed
SB 1022
REACT
Site

Animal
Services
Facility
(2010)

CROWS LANDING ROAD

3620

3643 3647



Mark Loeser
Management Consultant

- *AB 900 Phase II– A State/County Project*
 \$83,852,400 Project One (Housing and Medical/Mental Health)
\$ 5,647,600 Project Two (Day Reporting Center)
 \$89,500,000 Total

State Lease-Revenue Bond Funding: 90%
 County Match: 10% Cash and In-Kind Match



- *County funded Project Three (Intake/Release)*
 \$24,044,509 funded by Public Facility Fees (PFF)

Public Safety Center Jail Expansion Project

Project	<i>Project Budget</i>
Project One (Maximum-Security Housing Units/Mental Health Units)	\$83,852,400
Project Two (Day Reporting Center)	\$5,647,600
Project Three (Intake Release and Transportation)	\$24,044,509

Project	<i>Construction Budget</i>
Project One (Maximum-Security Housing Units/Mental Health Units)	\$64,643,309
Project Two (Day Reporting Center)	\$4,381,944
Project Three (Intake Release and Transportation)	\$17,750,000

Public Safety Center Jail Expansion Project

AB 900 Sources	<i>Projects 1 and 2</i>
AB 900 Phase II State Funding	\$80,000,000
2006 Tobacco Endowment Fund Borrowing	\$7,000,000
AB 900 Phase I Public Facility Fees Cash	\$1,500,000
Criminal Justice Facility Fund Cash	\$1,000,000
Total	\$89,500,000

Public Safety Center Jail Expansion Project

AB 900 Phase II Uses - Through Construction			
	<i>Project 1</i>	<i>Project 2</i>	<i>Total Projects 1 & 2</i>
Salaries/Project Management	\$3,939,600	\$251,400	\$4,191,000
Services & Supplies	\$6,264,900	\$288,600	\$6,553,500
Architect	\$3,088,500	\$354,000	\$3,442,500
Cost Applied Charges	\$59,400	\$3,600	\$63,000
Construction	\$70,500,000	\$4,750,000	\$75,250,000
Total Project Uses	\$83,852,400	\$5,647,600	\$89,500,000

Public Safety Center Jail Expansion Project

County Project 3	
Proposed Sources	Project 3
Public Facility Fees-Jails	\$17,603,703
Public Facility Fees-Detention	\$6,440,806
Total	\$24,044,509
Proposed Uses	Project 3
Salaries/Project Management	\$1,447,674
Services & Supplies	\$1,327,403
Architect	\$1,175,000
Cost Applied Charges	\$30,500
Construction	\$20,063,932
Total Project Uses	\$24,044,509



Patricia Hill Thomas

Chief Operations Officer-Project Manager

Moving Confidently toward Construction...

Today's Actions

- Approve the Conditional Award of a design-build construction contract, conditioned upon final State Approval for the AB 900 Phase II Public Safety Jail Expansion for Project Two (Day Reporting Center) to Simile Construction Service Inc. of Modesto, California for \$3,649,000, pursuant to the County's basis of award including holding additive proposal alternate pricing for the project.

Today's Actions

- Authorize the Project Manager to advance three finalist Design-Build teams to the Final Selection process for Project One (Maximum-Security Housing Units/Mental Health Units) and Project Three (Intake, Release Transportation); and authorize the Project Manager to award a stipend of \$50,000 to each of the two Design-Build teams not awarded the final design-build construction contract:
 - McCarthy of Roseville, California;
 - Hensel Phelps of San Jose, California; and
 - Balfour Beatty of Emeryville, California.

Today's Actions

- Award a stipend of \$50,000 to each of the two design-build Proposers' not awarded the final design-build construction contract.
- Authorize the issuance of Request for Proposals (RFP) for general inspection and specialty inspection services, along with finalizing and executing Amendment No. 3 to the current inspection services Agreement with Stewart & Stewart, Inc. for Project Two (Day Reporting Center).

Bridging Design Team

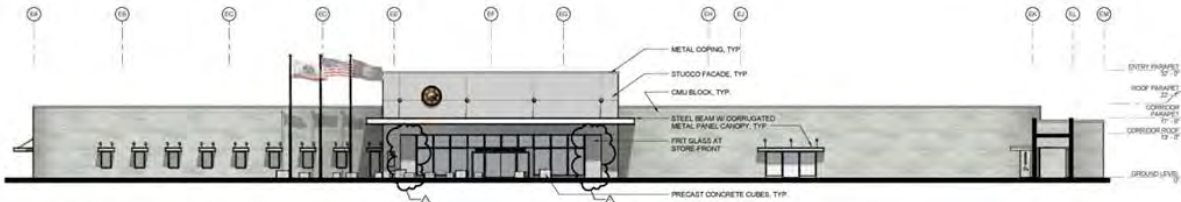
- The Bridging-Design Team has delivered excellent bridging documents for Projects One, Two and Three



Project One(Maximum-Security/ Medical Mental Health)

Project Two-Day Reporting Center

Project Three (Intake/Release/Transportation)



1 WEST ELEVATION



2 NORTH ELEVATION



3 PUBLIC ENTRANCE



4 PROJECT AERIAL VIEW



Project
Stanislaus PSC Expansion
 Project 3
 2017-2018
 Prepared For
Stanislaus County Capital Projects
 2017-2018
 Contract No. 2017-02/03/04/05



One Park Rd, Suite 200
 San Jose, CA 95128
 Tel: (408) 253-8888 Fax: (408) 253-7888



LDA Partners, LLP
 2000 California Street
 San Jose, CA 95131
 Telephone: (408) 435-1234
 Fax: (408) 435-1234
 Website: www.ldapartners.com
 Project Manager: [Name]
 Project Engineer: [Name]

THE FINE CONSULTANTS, INC.
 2000 California Street
 San Jose, CA 95131
 Telephone: (408) 435-1234
 Fax: (408) 435-1234

ASSOCIATED ENGINEERING GROUP
 2000 California Street
 San Jose, CA 95131
 Telephone: (408) 435-1234
 Fax: (408) 435-1234

KLA
 2000 California Street
 San Jose, CA 95131
 Telephone: (408) 435-1234
 Fax: (408) 435-1234

CDL
 2000 California Street
 San Jose, CA 95131
 Telephone: (408) 435-1234
 Fax: (408) 435-1234



DATE: 10/10/17
 DRAWN BY: [Name]
 CHECKED BY: [Name]

BUILDING ELEVATIONS

Recent Actions-Public Safety Center Expansion

- On February 11, 2014, the Board of Supervisors approved the following several key staff recommendations:
 - Approved the Bridging Documents/ Performance Criteria and Concept Drawings for the County's AB 900 Phase II Jail Expansion Project for Project One (Maximum-Security Housing Units/Mental Health Units), Project Two (Day Reporting Center), and County-Funded Project Three (Intake, Release, Transportation), as prepared by the HOK/LDA Design Team.

Recent Actions-Public Safety Center Expansion

- Authorized the Project Manager to finalize all elements to the base design, including any changes required by the State Fire Marshal.
- Authorized the Project Manager to issue a Request for Proposals for the design-build construction of Project One (Maximum-Security Housing Units/Mental Health Units), Project Two (Day Reporting Center), and Project Three (Intake, Release, Transportation).

Recent Actions-Public Safety Center Expansion

- Authorized the Project Manager to return to the Board of Supervisors to recommend three finalist Design-Build teams to move forward to the final selection process; and authorized a \$50,000 stipend to the two finalist Design-Build Proposers not selected for Project One (Maximum-Security Housing Units/Mental Health Units) and Project Three (Intake, Release, Transportation).

Project Two (Day Reporting Center)

Proposal Background-Conditional Award

- February 11, 2014, Project Manager issued a Request for Proposals (RFP) to the nine pre-qualified design-build teams for the design-build construction of Project Two (Day Reporting Center).

Project Two (Day Reporting Center)

Proposal Background-Conditional Award

- On March 19, 2014, five Proposals were received from the following pre-qualified design-build teams:
 - C.T. Brayton & Sons, Inc. of Escalon, California
 - Diede Construction, Inc. of Woodbridge, California
 - Simile Construction Service, Inc. of Modesto, California
 - Acme Construction Co., Inc. of Modesto, California
 - Huff Construction Co., Inc. of Modesto, California

Project Two (Day Reporting Center)

Proposal Background-Conditional Award

- All pre-qualified Design-Build Teams were evaluated pursuant to Public Contracts Code Section 20133.
- The Code sets forth a Best Value scoring approach for design-build projects. Minimum factors shall each represent at least 10% of the total weight of consideration given to all criteria factors: price, technical design and construction expertise, life cycle costs over 15 years or more, skilled labor force availability, and acceptable safety record.

Project Two (Day Reporting Center)

Proposal Background-Best Value Criteria Factors

<i>Factors</i>		<i>Maximum Points</i>
1	Price - Base	25
2	Price - Alternate	15
3	Schedule and Duration	10
4	Technical Design, Dedicated Construction Staff and Expertise (including subcontractors and dedicated staff)	10
5	Life Cycle costs over 25 years/ Ideas for Cost Savings/Enhancements/Systems to Reduce Operating Cost	10
6	Skilled Labor Force	10
7	Acceptable Safety Record	10
8	Key Design-Build Members	10
Total Maximum Points		100

Project Two (Day Reporting Center)

Proposal Background-Conditional Award

- The Proposal pricing submitted ranged from \$3.65 million to \$4.4 million as the basis of award. Cost is the most significant of the evaluation factors allowed in the Public Contracts Code.

Project Two (Day Reporting Center)

Proposal Background-Conditional Award

- Following the extensive evaluation process conducted by the County's team, the Proposal received from Simile Construction Service, Inc. of Modesto, California was deemed to be competitively superior.
- Simile Construction also submitted the lowest cost Proposal.

Project Two (Day Reporting Center) Proposal Background-Conditional Award

Project	Construction Budget	Proposal (basis of award)
Project Two (Day Reporting Center)	\$4,381,944	\$3,649,000

Altnerate	Description	Amount
6	Solar Tubes	\$15,000
7	Two Flag Poles	\$17,500
8	Construction Trailer	\$12,500
10	Add Steel Trellis	\$25,000
12	Manual and Auto Fire Alarm	\$49,000
13	Add Outdoor Ceiling Fan	\$9,000
Total		\$128,000

Project Two (Day Reporting Center)

Proposal Background-Conditional Award

- While initial proposals have been received for the AB 900 Phase II Public Safety Center Jail Expansion Project One (Maximum-Security Housing Units/Mental Health Units), the County continues to further develop those Proposals with the shortlisted Proposers.

Project Two (Day Reporting Center)

Proposal Background-Conditional Award

- The State will not grant the County final authority to award the construction contracts for both Project One (Maximum-Security Housing Units/Mental Health Units) and Project Two (Day Reporting Center), until the best and final offer pricing work is completed, which is anticipated to be in mid-June of this year.

Project One (Maximum-Security Housing Units/Mental Health Units) and Project Three (Intake, Release, Transportation) Proposal Background

- February 11, 2014, the Project Manager issued a Request for Proposals (RFP) to the seven pre-qualified design-build teams for the design-build construction of Project One (Maximum-Security Housing Units/Mental Health Units) and Project Three (Intake, Release, Transportation).

Project One (Maximum-Security Housing Units/Mental Health Units) and Project Three (Intake, Release, Transportation) Proposal Background

- On March 27, 2014, five Proposals were received from the following pre-qualified design-build teams:
 - Acme Construction Co., Inc. of Modesto, California
 - Balfour Beatty of Emeryville, California
 - Hensel Phelps of San Jose, California
 - McCarthy of Roseville, California
 - Roebbelen Construction, Inc. of Eldorado Hills, California

Project One (Maximum-Security Housing Units/Mental Health Units) and Project Three (Intake, Release, Transportation) Proposal Background

- All pre-qualified Design-Build Teams were evaluated pursuant to Public Contracts Code Section 20133.
- The Code sets forth a Best Value scoring approach for design-build projects. Minimum factors shall each represent at least 10% of the total weight of consideration given to all criteria factors: price, technical design and construction expertise, life cycle costs over 15 years or more, skilled labor force availability, and acceptable safety record.

Project One (Maximum-Security Housing Units/Mental Health Units) and Project Three (Intake, Release, Transportation) Proposal Background

<i>Factors</i>		<i>Maximum Points</i>
1	Price - Base	25
2	Price - Altnernate	15
3	Schedule and Duration	10
4	Technical Design, Dedicated Construction Staaff and Expertise (including subcontractors and dedicated staff)	10
5	Life Cycle costs over 25 years/ Ideas for Cost Savings/Ehnancements/Systems to Reduce Operating Cost	10
6	Skilled Labor Force	10
7	Accetable Safety Record	10
8	Key Design-Build Members	10
Total Maximum Points		100

Three Finalist Design-Build Teams are Recommended to Proceed to Final Selection

- 3 Outstanding Proposals
- Best and Final Process
- Confidential meetings to enhance design and project delivery
- One team will be recommended in June, 2014 to construct Projects One and Three

Long-Range Modeling of Operating Costs

- As previously reported, the County has no obligation to immediately operate or staff the new facilities, so long as occupancy commences by March 31, 2017.
- A phased opening of the AB 900 Phase II Jail Expansion Project will be based on the County's fiscal recovery and the annual appropriations by the Board of Supervisors.

Long-Range Modeling of Operating Costs

- The total estimated cost including both sworn/non-sworn staff in today's dollars range from \$13.3 million in the Initial Model and \$14.6 million in the Optimal Model in the first year of operations beginning in FY 17-18.
- General Fund Set-Aside of \$2.0 million in one-time funding, coupled with Community Corrections Plan (CCP) funding of \$3.0 million set aside in the adoption of the 2013-2014 CCP Plan will be instrumental for opening.
- Labor costs and other factors will influence the actual budgets, and by opening the new facility with a phased approach.

Next Steps

Task and Timeline

Spring 2014	Evaluate design-build proposals for Project Two and recommend a conditional award of a contract to the Board of Supervisors conditioned upon State approval.
Summer 2014	Shortlist design-build proposals for Projects One and Three and recommendation of a conditional award of a contract to the Board of Supervisors conditioned upon State approval. Completed construction drawings submitted to State agencies for review and approval for Project Two.
Winter 2015	Completed construction drawings submitted to State agencies for review and approval for Projects One and Three.
Summer 2015	Final construction of Project Two completed.
Fall 2015	Occupancy of Project Two (Day Reporting Center).
Fall 2016	Final construction of Projects One and Three completed.
Spring 2017	Occupancy of Projects One (Maximum Security/Mental Health Units) and Project Three (Intake, Release, Transportation).
FY 2017-2018	First full year of occupancy.

Today's Seven Recommendations

1. Approve the various actions needed to move the AB 900 Phase II Public Safety Center Expansion Project forward toward construction within the approved Project Budget, the approved Project Schedule, consistent with the Agreements with the State of California.

Today's Seven Recommendations

2. Approve the conditional award of a design-build construction contract, conditioned upon final State Approval for the AB 900 Phase II Public Safety Jail Expansion Project Two (Day Reporting Center) to Simile Construction Service, Inc. of Modesto, California for \$3,649,000 pursuant to the County's basis of award including holding the additive proposal alternates pricing for the project.

Today's Seven Recommendations

3. Authorize the Project Manager to advance three finalist Design-Build teams to the final selection process for Project One (Maximum-Security Housing Units/Mental Health Units) and Project Three (Intake, Release Transportation); and authorize the Project Manager to award a stipend of \$50,000 to each of the two Design-Build teams not awarded the final design-build construction contract:
 - McCarthy of Roseville, California;
 - Hensel Phelps of San Jose, California; and
 - Balfour Beatty of Emeryville, California.

Today's Seven Recommendations

4. Authorize the Project Manager to issue a Request for Proposals for general inspection services for Project One and Project Three; and return to the Board of Supervisors to recommend a contract award; along with finalizing and executing Amendment No. 3 to the current inspection services Agreement with Stewart & Stewart, Inc. for Project Two (Day Reporting Center).
5. Authorize the Project Manager to issue a Request for Proposals for Specialty Inspection Services for Projects One and Three; and return to the Board of Supervisors to recommend a contract award.

Today's Seven Recommendations

6. Authorize the Project Manager to negotiate and sign contracts, work authorizations, and purchase orders for professional services needed in the design-build construction phase of the project, as long as they are within the project budget approved by the Board of Supervisors.

7. Authorize the Project Manager to negotiate and sign change orders up to \$25,000, consistent with the County's Change Order Policy, and as long as they are within the previously approved project budget.

AB 900 Phase II PSC Expansion Projects



Questions/Comments?

Agenda Item B-21

April 29, 2014

DOCUMENT 00 5200

AGREEMENT

THIS AGREEMENT, dated as of this 18th day of June, 2014, by and between Simile Construction Service, Inc. whose place of business is located at 4725 Enterprise Way, Suite 1, Modesto, California 95356 ("Contractor"), and County of Stanislaus ("Owner"), acting under and by virtue of the authority vested in Owner by the laws of the State of California.

WHEREAS, Owner, by its Resolutions adopted on the 29th day of April, 2014 and the 17th day of June, 2014 conditionally awarded to Contractor the following Contract:

**PUBLIC SAFETY CENTER EXPANSION PROJECT TWO
at
CERES, CA**

WHEREAS, upon receipt of approval of the County's contract award to Contractor from the State of California Department of Finance, the County's conditional award of the Contract will become unconditional.

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

ARTICLE 1 - SCOPE OF WORK OF THE CONTRACT

1.01 Work Of The Contract

- A. Contractor hereby agrees to serve as the lump sum design-build Contractor for Project identified herein, inclusive of complete planning, design and engineering services, construction management services, complete permitted plan sets, construction services, completion and commissioning services, and turnover of a complete, functional and legally operable Project, in accordance with the Specifications, Drawings, and all other terms and conditions of the Contract Documents (**Work**).
- B. Work also includes all work required to comply with the Stanislaus County Public Safety Center Expansion Mitigation Monitoring Plan, a copy of which is appended to this Document 00 5200 as Annex 3.

1.02 Price For Completion Of The Work

- A. Owner shall pay Contractor the following Contract Sum (**Contract Sum**) for completion of Work in accordance with Contract Documents, in the following increments:

PART I

ITEM	DESCRIPTION (PROJECT TWO)	TOTAL
1.	Base Price	\$3,523,000.00
2.	Allowance: Owner Contingency	\$ 65,000.00
Total Base Price	SUBTOTAL ITEMS 1 & 2	\$3,588,000.00

PART II

ITEM	ADDITIVE ALTERNATE DESCRIPTIONS (PROJECT TWO)	TOTAL
3.	Add a Modular Partition Wall Dividing Classroom 3.25	\$27,000
4.	Add and Install Precast Concrete Cubes and the Seat Walls in the Plaza on the East Side of the Building at the Front Door Area	\$17,000
5.	Increase the Height of the CMU Wall Around the Staff Parking Lot from 5'-4" to 8'-0"	\$17,000
	SUBTOTAL ITEMS 1 - 5	\$3,649,000.00

PART III

ITEM	ADDITIVE ALTERNATE DESCRIPTIONS (PROJECT TWO)	TOTAL
6.	Add Four "Solar Tubes" Located at the Staff Office Portion of the Building	\$15,000
7.	Add Two Flag Poles and the Associated Lights	\$17,500
8.	Provide a Rented Construction Trailer for the Exclusive Use of County Construction Staff, Including Furniture and Equipment Specified	\$12,500
9.	Add Steel Trellis at the Employee Break Area	\$25,000
10.	Add a Manual and Automatic Fire Alarm System	\$49,000
11.	Add an Outdoor-Rated Ceiling Fan and Support in the Outdoor Break Area as shown on M101 and Specified on M001	\$9,000
	GRAND TOTAL ITEMS 1-11	\$3,777,000.00

1.03 Pricing and Timing of Additional Additive or Deductive Alternates

At Owner's sole discretion, Work may also include one or more Additive or Deductive Alternates. To add any Additive Alternate or delete any Deductive Alternate from the Work, Owner must so notify Contractor. Contract Sum will be increased or decreased only by the Proposal Price for the Additive or Deductive Alternate, and Owner will pay no other amount on account of adding the Additive Alternate to the Work or deleting the Deductive Alternate from the Work. Addition of any Additive Alternate or deletion of any Deductive Alternate shall be memorialized by Change Order and (other than any provision regarding payment) subject to all other Contract Documents requirements relating to Change Orders.

PART IV

PROPOSAL ITEM	ADDITIVE ALTERNATE DESCRIPTIONS IN ORDER OF PRIORITY (PROJECT TWO)	PROPOSAL PRICE
12.	Add Anti-Graffiti Coating on all CMU or Masonry	\$26,000
13.	Add a Manual Occupant Notification Fire Alarm System	\$33,000
14.	Upgrade Mechanical Units to Double-Walled Units to Replace the Standard Mechanical Units in the Base Bid as Specified on M001	\$49,000

PART V

PROPOSAL ITEM	DEDUCTIVE ALTERNATE DESCRIPTION (PROJECT TWO)	PROPOSAL PRICE
15.	Remove all Metal Exterior Window Shading Canopies	(\$48,000)
16.	Remove the Mechanical Screen and its Supports on the Lower Roof	(\$10,000)
17.	Reduce the Overall Vertical Building Height of Area Bounded between Lines 1-5 & A-H by 2'; Adjust Glazing and Exterior Finishes Accordingly	(\$2,000)
18.	Reduce the Southern Visitor's Parking Lot, Flatwork, and Corresponding Landscaping	(\$21,000)

1.04 Architect of Record Fees and Rates for Architect / Engineer

- A. Should Owner seek extended services beyond the base scope of Work from Contractor of Contractor's Architect or Engineer, those extended services shall be provided to Owner at the following hourly rates set forth in Contractor's Proposal:

Architect: \$150.00

Engineer: \$150.00

1.05 No Substitutions

- A. Contractor acknowledges that the Contract Sum contemplates no substitutions whatsoever for any item of the Work that are not specifically set forth in this Agreement or the Annexes thereto.

1.06 Allowances

- A. The Contract Sum includes the allowances listed above. The following allowance items and allowance amounts, are included within (not in addition to) the Contract Sum.

1. Owner's Contingency Allowance: \$65,000*

**Owner's Contingency Allowance shall be managed by Owner and administered to Contractor through written Change Orders issued in accordance with Document 00 7253 (General Conditions) and Section 01 2600 (Modification Procedures and Pricing of Changed Work). If unused, Owner's Contingency Allowance shall be returned to Owner for a reduction in the overall Contract Sum.*

ARTICLE 2 - COMMENCEMENT AND COMPLETION OF WORK

2.01 Commencement Of Work

- A. Contractor shall commence Work on the date established in the Notice to Proceed (Commencement Date).
- B. Owner reserves the right to modify or alter the Commencement Date.

2.02 Completion Of Work

- A. Contractor shall achieve Substantial Completion of the entire Work no later than June 9, 2015.
- B. Contractor shall achieve Final Completion of the entire Work no later than July 17, 2015.

2.03 Design And Construction Milestones

- A. Pursuant to Contractor's Summary Design Construction Schedule appended as part of Contractor's Proposal, Contractor shall complete all design documents for Project Two and obtain State Fire Marshal approval and BSCC approval by September 10, 2014.

2.04 Liquidated Damage Amounts

- A. Owner and Contractor recognize that time is of the essence of this Agreement and that Owner will suffer financial loss, if the Work is not completed within the time specified herein, taking into account any extensions thereof allowed in accordance with the Contract Documents.
- B. Consistent with terms, conditions, stipulations and limitations in Document 00 7253 (General Conditions) regarding liquidated damages, Contractor and Owner 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 Owner because of a delay in completion of the Work. Accordingly, in the event of delay in completion of the Work, or any Phase or Subproject, Owner and Contractor agree that Contractor shall pay Owner as liquidated damages the number of Dollars provided below
 - 1. As liquidated damages for delay Contractor shall pay Owner five thousand dollars (\$5,000) for each Day that expires after the time specified herein for Contractor to achieve Substantial Completion of the entire Work, until achieved.
 - 2. As liquidated damages for delay Contractor shall pay Owner five thousand dollars (\$5,000) for each Day that expires after the time specified herein for Contractor to achieve Final Completion of the entire Work, until achieved.

2.05 Scope of Liquidated Damages

- A. Measures of liquidated damages shall apply cumulatively.
- B. Limitations and stipulations regarding liquidated damages are set forth in Document 00 7253 (General Conditions).

ARTICLE 3 - PROJECT REPRESENTATIVES AND STAFFING

3.01 Owner's Project Manager

- A. Owner has designated Patricia Hill Thomas or her designee as its Project Manager to act as Owner's Representative in all matters relating to the Contract Documents.
- B. To the extent Board of Supervisors approval is not required, Project Manager shall have final authority over all matters pertaining to the Contract Documents and shall have sole authority to modify the Contract Documents on behalf of Owner, to accept work, and to make decisions or actions binding on Owner, and shall have sole signature authority on behalf of Owner. By this clause, Project Manager is not assigned any rights or obligations that require Board of Supervisors approval.
- C. Owner may assign all or part of the Project Manager's rights, responsibilities and duties to a Construction Manager, or other Owner Representative.

3.02 Contractor's Project Manager and Dedicated Staff

- A. Contractor has designated Juan Magallon, Jr. as its Project Manager to act as Contractor's Representative in all matters relating to the Contract Documents. For the construction phase, the Project Manager shall be resident at the Project Site and shall be devoted solely to the Project. Contractor may not change the identity of its Project Manager without prior Owner written approval, which approval shall not be unreasonably withheld provided such replacement has similar or greater experience and qualifications.
- B. Contractor has provided an organization chart (a copy of which is attached hereto as Annex 2) that lists the key personnel previously approved in the Request for Qualification Process or otherwise (together, Key Personnel") that Contractor intends to provide to the Project to perform its obligations under the Contract Documents, including but not limited to, their position, responsibility, resume and qualifications. Contractor represents that such staff have the necessary licenses, experience and qualifications to satisfactorily perform the requirements of the Contract Documents and that at all times Contractor shall maintain such staff or similar staff having all necessary licenses, certifications, experience and skills necessary to perform all obligations of the Contract Documents.
- B. Contractor acknowledges that the quality and qualifications of the following Key Personnel were important factors in Owner's selection of Contractor for the Project. Contractor and Owner agree that the personal services of the Key Personnel is a material term of the Contract Documents, and substitution or removal or change in role or level of effort of such Key Personnel without Owner's prior written consent would result in damage to the Owner. Accordingly, Contractor agrees to use all possible good faith efforts to (a) continue to employ and/or retain as consultants the Key Personnel throughout the pendency of the Project and (b) to avoid wherever possible the replacement of any Key Personnel throughout the pendency of the Project:
 - 1. Juan Magallon, Jr. of Simile, Project Manager / Project Scheduler
 - 2. Paul Wood of Simile, General Superintendent
 - 3. Pat Seefeldt of Simile, Senior Estimator
 - 4. Joseph Simile, Division Manager
 - 5. Robert K. Becker, Director of Operations
 - 6. Don Phillips of Pacific Design, Project Architect & Architect of Record
 - 7. Chris Nichols of Pacific Design
 - 8. Justin W. Capp, Inc., Structural Engineer
 - 9. Jay Reese of J Reese Mechanical, Plumber
 - 10. Allan Goddard of Comfort Air, Inc., Mechanical Engineer
 - 11. Brian Gini of Collins Electrical
 - 12. Mark Thompson of Collins Electrical – General Superintendent

13. Aaron Walsh of Collins Electrical – Estimator
14. Jim Walsh of Collins Electrical – Chief Estimator
15. Chris Riley of Collins Electrical – Pre-Construction Manager
16. Joel Gruenhagen of Collins Electrical – General Foreman
17. Jeff Azevedo of Nagel Landscaping – Senior Project Manager

3.03 Bridging Architect

- A. HOK furnished the Bridging Documents (Performance Criteria and Concept Drawings) and shall have the rights assigned to Bridging Architect in the Contract Documents.
- B. Bridging Architect has designated David Crotty as its project manager, to act as its representative for receiving and making communications authorized under the Contract Documents.

ARTICLE 4 - CONTRACT DOCUMENTS

4.01 Contract Documents consist of the following documents, including all changes, Addenda, and Modifications thereto:

Document 00 4200	Proposal Form
Document 00 4330	Subcontractors List and all amendments thereto, as set forth in Public Contract Code Section 20133
Document 00 5100	Notice of Conditional Award
Document 00 5200	Agreement
Document 00 5201	Bridging Documents & Annexes Thereto
Document 00 5500	Notice to Proceed
Document 00 5501	Notice to Proceed with Design
Document 00 6113.13	Construction Performance Bond
Document 00 6113.16	Construction Labor And Material Payment Bond
Document 00 6530	Agreement And Release Of Any And All Claims
Document 00 6325	Substitution Request Form
Document 00 6536	Guaranty
Document 00 6290	Escrow Agreement For Security Deposits In Lieu of Retention
Document 00 7253	General Conditions – Design-Build
Document 00 7316	Supplementary Conditions – Insurance And Indemnification
Document 00 7330	Labor Compliance Program
Document 00 7380	Apprenticeship Programs
Document 00 9113	Addenda
Specifications	Divisions 1 through 33
Maps, Drawings and Sketches listed in Document 00 0115	

- 4.02** There are no Contract Documents other than those listed above. The Contract Documents may only be amended, modified or supplemented as provided in Document 00 7253 (General Conditions).
- 4.03** Contractor's Proposal, a copy of which is attached to this Document 00 5200 as Annex 1, or portions thereof, may be used or referenced in the Contract Documents, and may supplement but not supersede the work of the Contract Documents. Contractor's Proposal shall constitute the basis of selection of contractor, without regard to its reference in the Contract Documents.

ARTICLE 5 - MISCELLANEOUS

5.01 Terms and abbreviations used in this Agreement are defined in Document 00 7253 (General Conditions) and Section 01 4200 (References and Definitions) and will have the meaning

indicated therein. Prior to executing this Agreement, Contractor has performed all required pre-construction investigations required and described in the Contract Documents,

- 5.02** All notices or demands to Owner or Contractor under the Contract Documents shall be in writing and directed to the other at the respective addresses identified under each party's signatures below, or by hand delivery or to such other person(s) and address(es) as a party shall provide to another. Except as otherwise expressly provided herein, notices shall be dispatched by facsimile transmission, overnight delivery by reputable courier service 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. Email transmission of PDF images shall be effective only if expressly acknowledged as effective in writing by the receiving party.
- 5.03** In order to induce Owner to enter into this Agreement, Contractor represents that it is duly organized, existing and in good standing under applicable state law; is licensed to perform all aspects of the Work; will employ only persons and subcontractors with all required California licenses and certifications; that Contractor is duly qualified to conduct business in the State of California; that Contractor has duly authorized the execution, delivery and performance of this Agreement, the other Contract Documents and the Work to be performed herein; and that the Contract Documents do not violate or create a default under any instrument, agreement, order or decree binding on Contractor.
- 5.04** Contractor shall not assign any portion of the Contract Documents.
- 5.05** 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).
- 5.06** It is understood and agreed that in no instance are the persons signing this Agreement for or on behalf of Owner or acting as an employee, agent, or representative of Owner, 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 Owner is limited and confined to such liability as authorized or imposed by the Contract Documents or applicable law.
- 5.07** In entering into a public works contract or a subcontract to supply goods, services or materials pursuant to a public works contract, Contractor or Subcontractor offers and agrees to assign to the awarding body all rights, title and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. §15) or under the Cartwright Act (Chapter 2 (commencing with §16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time Owner tenders final payment to Contractor, without further acknowledgment by the parties.
- 5.08** 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 Owner's Office, and shall be made available to any interested party on request. Pursuant to

California Labor Code §§ 1860 and 1861, in accordance with the provisions of Section 3700 of the Labor Code, every Contractor will be required to secure the payment of compensation to his employees. 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.


- 5.09** Owner shall have the right to review all phases of Contractor's design including, but not limited to, drawings, specifications, shop drawings, samples and submittals, as specified in the Contract Documents. Such review and other action shall not relieve Contractor of its responsibility for a complete design complying with the requirements of the Contract Documents; but rather, such review shall be in furtherance of Owner's monitoring and accepting the design as developed and issued by the Contractor, consistent with these Contract Documents. Contractor's responsibility to design and construct the Project in conformance with the Contract Documents shall be absolute.

[The rest of this page left intentionally blank.]


5.10 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 for the County of Stanislaus.

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

CONTRACTOR: SIMILE CONSTRUCTION SERVICE, INC.


By: 
(Signature)

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

By: 
(Signature)

Its: Vice Mayor of Operations
Title (If Corporation: Secretary, Assistant Secretary, Chief Financial Officer or Assistant Treasurer)


OWNER: COUNTY OF STANISLAUS

By: 
(Signature)

Patricia Hill Thomas
(Print Name)

Project Manager
(Title)

APPROVED AS TO FORM AND LEGALITY
THIS 17 DAY OF JUNE, 2014

By: 
County Counsel

John P. Doering
(Print Name)

RESOLUTION NO. 2014-297

END OF DOCUMENT

Annex 1

DOCUMENT 00 4200

PROPOSAL FORM
Revised February 27, 2014

Owner will receive proposals at 1010 10th Street, Suite 6800, Modesto, California 95354 until 2:00 p.m. on March 19, 2014 for the following public work:

COUNTY OF STANISLAUS
PUBLIC SAFETY CENTER EXPANSION
PROJECT TWO:
PROGRAMS / DAY REPORTING CENTER
CERES, CALIFORNIA

TO THE COUNTY OF STANISLAUS: _____

THIS PROPOSAL IS SUBMITTED BY: Simile Construction Service, Inc.

1.01 Submission of Proposal. The undersigned Contractor proposes and agrees, if this Proposal is accepted, to enter into an agreement with the COUNTY OF STANISLAUS, a public entity ("Owner") in the form included in the Contract Documents, Document 00 5200 (Agreement), to perform and furnish the Work specified of the Contract Documents and this Proposal. This Proposal consists of this Document 00 4200 and the following documents:


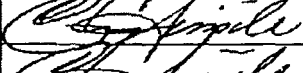

Date	Description
<u>03-06-2014</u>	<u>00 4316 Bond Accompanying Proposal</u>
<u>03-19-2014</u>	<u>00 4519 Non-Collusion Affidavit</u>
<u>03-19-2014</u>	<u>00 4820 Proposer Certifications</u>
_____	_____
_____	_____

1.02 Documents Comprising Proposal. This Proposal consists of this Proposal Form and documents required identified in Document 00 1119 (Request for Proposals), submitted herewith.

1.03 Time Period for Acceptance of Proposal. This Proposal will remain subject to acceptance for one hundred twenty (120) calendar days after the day of Proposal opening, unless a greater period is authorized by the Board of Trustees, and may not be withdrawn during that time period. The Contractor will sign and submit the Agreement, bonds and other documents required by these Contract Documents.

1.04 In Submitting this Proposal, Proposer Represents:

- a. Proposer has examined all of the Contract Documents and the following Addenda (receipt of all of which is hereby acknowledged).

Addendum Number	Addendum Date	Signature of Proposer
One	12-03-2013	
Two	03-05-2014	
Three	03-12-2014	

- b. Proposer acknowledges receipt of Pre-Proposal Conference minutes, if any.
- c. Proposer has visited the Site and performed all tasks, research, investigation, reviews, examinations, and analysis and given notices, regarding the Project and the Site, as set forth in Document 00 5200 (Agreement), Article 5.
- d. Proposer has given the 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 the County is acceptable to Contractor.

1.05 Schedule of Proposal Prices: Based on the foregoing, Proposer proposes and agrees to fully perform the Work within the time stated and in strict accordance with the Contract Documents for the following sums of money listed in the following Schedule of Proposal Prices.

All Proposal items, including lump sums and unit prices, must be filled in completely. Proposal items are described in Section 01 1100 (Summary of Construction Work). Quote in figures only, unless words are specifically requested.

PROJECT TWO: PROGRAMS / DAY REPORTING CENTER

PART I

ITEM	DESCRIPTION (PROJECT TWO)	TOTAL
1.	Base Price	\$ 3,523,000.00
2.	Allowance: Owner Contingency	\$ 65,000.00
Total Base Price	Sum of Item 1 & 2 (To score 20 points, the Total Base Price cannot exceed \$4,381,944, including design fees. The Proposer with the lowest Total Base Price will be awarded an additional 5 points.)	\$ 3,588,000.00

Total Project Two Base Price (in words): Three Million Five Hundred Eighty-Eight Thousand Dollars
(Words)

For further description of the Alternates, see the complete Contract Documents, including Volume 3, Paragraph 2.01.6.

PART II

ITEM	ADDITIVE ALTERNATE DESCRIPTIONS IN ORDER OF PRIORITY (PROJECT TWO)	TOTAL	Grand Total Items 1 - 5
3.	Add a Modular Partition Wall Dividing Classroom 3.25	\$ 27,000.00	
4..	Add and Install Precast Concrete Cubes and the Seat Walls in the Plaza on the East Side of the Building at the Front Door Area	\$ 17,000.00	
5.	Increase the Height of the CMU Wall Around the Staff Parking Lot from 5'-4" to 8'-0"	\$ 17,000.00	
GRAND TOTAL ITEMS 1 - 5			\$ 3,649,000.00
<p><i>Each Proposer whose Grand Total for Items 1 - 5 is within the \$4,381,944 construction cost will receive an additional 15 points. Each other Proposer will receive fewer points in order from lowest price to highest price for Grand Total of Items 1 - 5.</i></p>			

PART III

ITEM	ADDITIVE ALTERNATE DESCRIPTIONS (PROJECT TWO)	TOTAL
6.	Add Four "Solar Tubes" Located at the Staff Office Portion of the Building	\$ 15,000.00
7.	Add Two Flag Poles and the Associated Lights	\$ 17,500.00
8.	Provide a Rented Construction Trailer for the Exclusive Use of County Construction Staff, Including Furniture and Equipment Specified	\$ 12,500.00
9.	Add Anti-Graffiti Coating on all CMU or Masonry	\$ 26,000.00
10.	Add Steel Trellis at the Employee Break Area	\$ 25,000.00
11.	Add a Manual Occupant Notification Fire Alarm System	\$ 33,000.00
12.	Add a Manual and Automatic Fire Alarm System	\$ 49,000.00
13.	Add an Outdoor-Rated Ceiling Fan and Support in the Outdoor Break Area as shown on M101 and Specified on M001	\$ 9,000.00
14.	Upgrade Mechanical Units to Double-Walled Units to Replace the Standard Mechanical Units in the Base Bid as Specified on M001	\$ 49,000.00

PART IV

ITEM	DEDUCTIVE ALTERNATE DESCRIPTION (PROJECT TWO)	TOTAL
15.	Remove all Metal Exterior Window Shading Canopies	(\$ 48,000.00)
16.	Remove the Mechanical Screen and its Supports on the Lower Roof	(\$ 10,000.00)
17.	Reduce the Overall Vertical Building Height of Area Bounded between Lines 1-5 & A-H by 2'; Adjust Glazing and Exterior Finishes Accordingly	(\$ 2,000.00)
18.	Reduce the Southern Visitor's Parking Lot, Flatwork, and Corresponding Landscaping	(\$ 21,000.00)

PART V

Rates for Architect / Engineers (per Section 01 2600 Paragraph 1.06.B.4.)

ITEM	DESCRIPTION	TOTAL
19.	Hourly Rate for Architect	(\$ 150.00)
20.	Hourly Rate for Engineer	(\$ 150.00)

- 1.06 **Owner Right to Reject this Proposal.** The undersigned understands that Owner reserves the right to reject this Proposal, or all Proposals, in its sole discretion.
- 1.07 **Acceptance of this Proposal.** If written notice of the acceptance of this Proposal, referred to as the Notice of Award, is mailed or delivered to the undersigned within the time described in the documents listed in Document 00 1119 (Request for Proposals) as a condition of award, all within the time and in the manner specified above and in these Contract Documents. Notice of Award or request for additional information may be addressed to the undersigned at the address set forth below.
- 1.08 **Proposal Security.** The undersigned encloses a certified check or cashier's check of a responsible bank in the United States, or a corporate surety bond furnished by a surety authorized to do a surety business in the State of California, in the amount of 10% of the Total Base Price made payable to the COUNTY OF STANISLAUS.
- 1.09 **Principals.** The names of all persons interested in the foregoing Proposal as principals are:
(IMPORTANT NOTICE: If Contractor or other interested person (including any partner or joint venturer of any partnership or joint venture Contractor, respectively) is a corporation, give the legal name of corporation, state where incorporated, and names of president and secretary thereof; if a partnership, give name of the firm and names of all individual co-partners composing the firm; if Contractor or other interested person is an individual, give first and last names in full).

Guy Simile- President

Gina Simile- Secretary & Treasurer

Licensed in accordance with an act for the registration of Contractors, and with license number:

794642

- 1.10 This Proposal is subject to the terms and conditions in Document 00 1119 (Request for Proposals), and is submitted by:

Simile Construction Service, Inc.

Name of Contractor

By: 

Title: President

NOTE: If the Contractor is a corporation, set forth the legal name of the corporation together with the signature of the officer or officers authorized to sign contracts on behalf of the corporation. If the Contractor is a partnership, set forth the name of the firm together with the signature of the partner or partners authorized to sign contracts on behalf of the partnership. All signer(s) represent and warrant that they are authorized to sign this Proposal on behalf of Contractor.

Business Address: 4725 Enterprise Way, Ste. 1

Modesto, CA 95356

Telephone Number: (209) 545-6111

Fax Number: (209) 545-6113

E-Mail Address: guy@simileconstruction.com

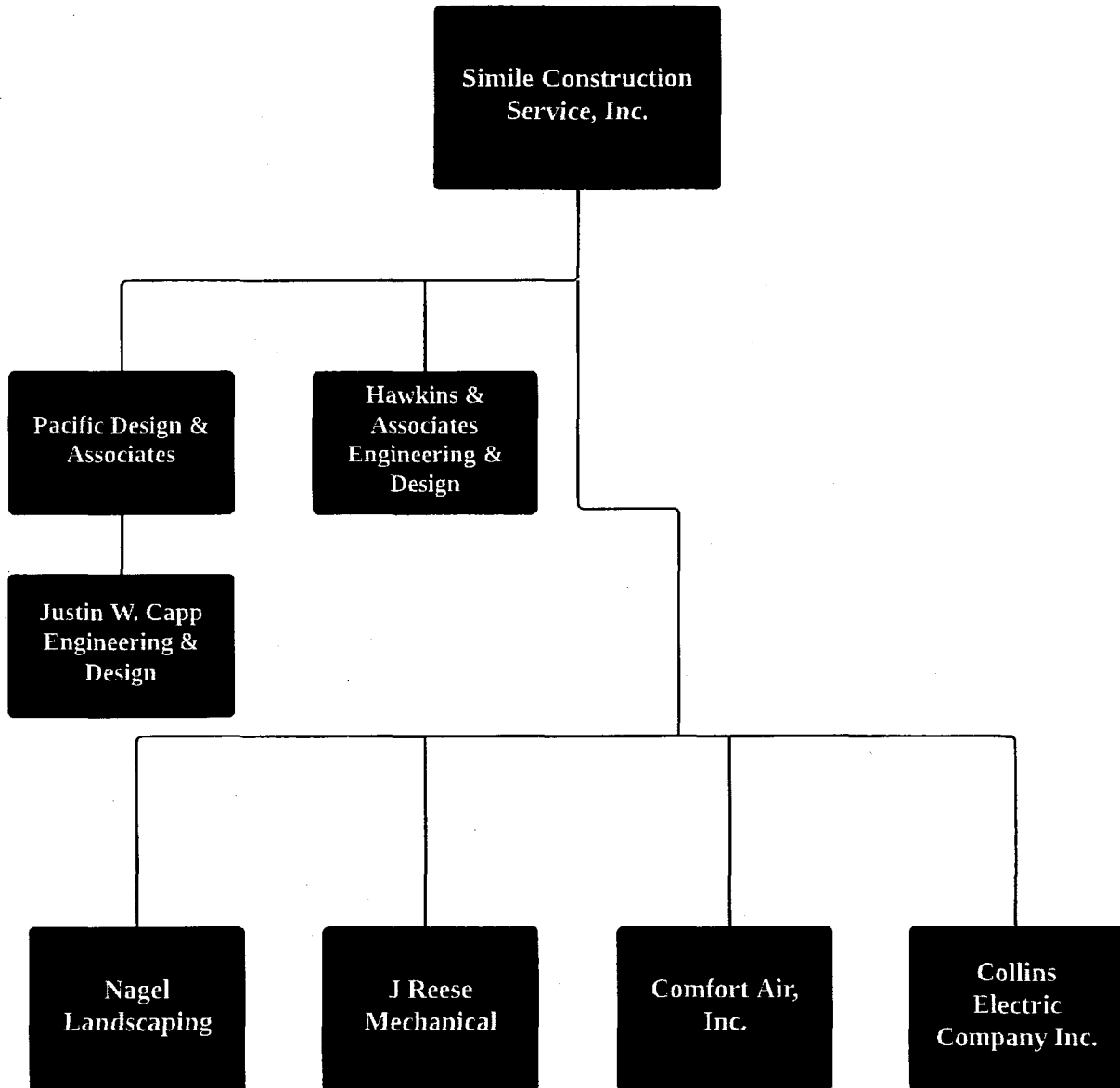
Date of Proposal: 03/19/2014

END OF DOCUMENT

Annex 2

Organization Chart

Public Safety Center Expansion Project Two



Annex 3

Stanislaus County

Planning and Community Development

1010 10th Street, Suite 3400
Modesto, CA 95354

Phone: (209) 525-6330
Fax: 525-5911

Mitigation Monitoring Plan

Adapted from CEQA Guidelines sec. 15097 Final Text, October 26, 1998

June 1, 2012

1. Project title and location: Stanislaus County Public Safety Center Expansion
200 - 450 Hackett Road, in the Ceres area (just east of Crows Landing Road, and north of Service Road). APN: 086-015-014 and 015
2. Project Applicant name and address: Stanislaus County
1010 10th Street
Modesto, CA 95354
3. Person Responsible for Implementing Mitigation Program (Applicant Representative): Patricia Hill Thomas
Chief Operations Officer
4. Contact person at County: Bill Carlson, Senior Planner
(209) 525-6330

MITIGATION MEASURES AND MONITORING PROGRAM:

List all Mitigation Measures by topic as identified in the Mitigated Negative Declaration and complete the form for each measure.

I. AESTHETICS

- No. 1 Mitigation Measure:** All exterior lighting shall be designed to ensure that lighting standards are appropriate for the location and security needs, and will minimize, to the extent possible, glare impacts to neighboring residential areas.

- Who Implements the Measure: Applicant.
- When should the measure be implemented: Prior to issuance of a building permit.
- When should it be completed: Upon completion of construction/continuous.
- Who verifies compliance: Stanislaus County Capital Projects.
- Other Responsible Agencies: City of Ceres Planning Department and Stanislaus County Planning Department.

III. AIR QUALITY

- No. 2 Mitigation Measure:** Construction of the project shall comply with standardized dust controls adopted by the San Joaquin Valley Air Pollution Control District and incorporate best management practices to reduce construction related PM 10 exhaust and Nox emissions. Best management practices shall be enforced through construction contacts and shall include requirements including, but not limited to, off-road construction equipment used on site achieving fleet average emissions equal to or less than the Tier II emissions equal to or less than the Tier II emissions standard of 4.8 g/hp-hr Nox.

Who Implements the Measure: Applicant.

When should the measure be implemented: At any time construction takes place.

When should it be completed: Upon completion of construction.

Who verifies compliance: Stanislaus County Capital Projects.

Other Responsible Agencies: San Joaquin Valley Air Pollution Control District.

V. CULTURAL RESOURCES

No. 3 Mitigation Measure: In the event that any previously unidentified archaeological or paleontological resources are uncovered during construction activity, all such activity shall cease until these resources have been evaluated by a qualified archaeologist and specific mitigation measures can be implemented to protect these resources. Mitigation measures could include site evaluation, site boundary determinations, removal of isolated findings, data recovery excavations, or project re-design to protect the resource. Additionally, in the event that any human remains are uncovered during site preparation, excavation, or other construction activity, all such activity shall cease until these resources have been evaluated by the County Coroner, and appropriate action taken in coordination with the Native American Heritage Commission. Further actions could include removal of the remains or project re-design to afford protection.

Who Implements the Measure: Applicant.

When should the measure be implemented: At any time construction takes place.

When should it be completed: Upon completion of construction.

Who verifies compliance: Stanislaus County Capital Projects.

Other Responsible Agencies: City of Ceres Planning Department and Stanislaus County Planning Department.

VII. GREENHOUSE GAS EMISSIONS

No. 4 Mitigation Measure: To the greatest extent feasible, the project will comply with the City's adopted Green House Gas Mitigation Measure as follows: Implement Greenhouse Gas Emissions Reduction Measures. Development projects within the Plan area shall demonstrate GHG emissions reductions to comply with State and Federal requirements, as feasible, through implementation of SJVAPCD GHG emission reduction measures or quantification of reduction from additional measures.

Who Implements the Measure: Applicant.

When should the measure be implemented: At any time construction takes place.

When should it be completed: Upon completion of construction.

Who verifies compliance: Stanislaus County Capital Projects.

Other Responsible Agencies: City of Ceres Planning Department and Stanislaus County Planning Department.

Other Responsible Agencies: **City of Ceres Public Works Department and Stanislaus County Public Works Department**

No. 11 Mitigation Measure: ~~Prior to construction of the full buildout of Service Road~~, Stanislaus County will dedicate the appropriate width of **Service Road** right-of-way to allow for complete construction of a 142-foot Expressway.

Who Implements the Measure: Applicant.

When should the measure be implemented: Ongoing.

When should it be completed: Ongoing.

Who verifies compliance: Stanislaus County **Capital Projects**.

Other Responsible Agencies: **City of Ceres Public Works Department and Stanislaus County Public Works Department**.

No. 12 Mitigation Measure: ~~Prior to construction of the full buildout of Crows Landing Road~~, Stanislaus County will dedicate the appropriate width of **Crows Landing Road** right-of-way on the Agricultural Center property to allow for complete construction of a 123-foot Arterial.

Who Implements the Measure: Applicant.

When should the measure be implemented: Ongoing.

When should it be completed: Ongoing.

Who verifies compliance: Stanislaus County **Capital Projects**.

Other Responsible Agencies: **City of Ceres Public Works Department and Stanislaus County Public Works Department**.

No. 13 Mitigation Measure: Hackett Road to the east of Crows Landing Road will continue to be posted and enforced as a "No Parking" zone, and will not be extended to the east to cross the Union Pacific Railroad.

Who Implements the Measure: Applicant.

When should the measure be implemented: Ongoing.

When should it be completed: Ongoing.

Who verifies compliance: Stanislaus County **Capital Projects**.

Other Responsible Agencies: **City of Ceres Public Works Department and Stanislaus County Public Works Department**.

No. 14 Mitigation Measure: As necessary, and in consultation with the City of Ceres, Stanislaus County will provide adequate dedication on the southeast corner of Crows Landing and Hackett Roads to facilitate construction of roadway improvements at this intersection.

Who Implements the Measure: Applicant.

When should the measure be implemented: Ongoing.

When should it be completed: Ongoing.

Who verifies compliance: Stanislaus County **Capital Projects.**

Other Responsible Agencies: City of Ceres Public Works Department **and**
Stanislaus County Public Works Department.

I, the undersigned, do hereby certify that I understand and agree to be responsible for implementing the Mitigation Program for the above listed project.

Signature on file _____
Person Responsible for Implementing
Mitigation Program

_____ Date