

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

DEPT: Chief Executive Office

BOARD AGENDA # B-8

Urgent  Routine

AGENDA DATE June 17, 2014

CEO Concurs with Recommendation YES  NO   
(Information Attached)

4/5 Vote Required YES  NO

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 Hensel Phelps for Project One (Maximum-Security Units, Mental Health Units) for \$64,943,000 and Project Three (Intake, Release, Transportation Facility) for \$17,749,000 Conditioned Upon State Approval; Authorize the Project Manager to Take All Actions Necessary to Finalize the Construction Agreements with the State Agencies and Related Actions

STAFF RECOMMENDATIONS:

1. Approve the conditional award of a design-build construction contract, subject to final State approval for the AB 900 Phase II Public Safety Center Jail Expansion, for Project One (Maximum-Security, Mental Health Units) to Hensel Phelps of San Jose, California for the lump sum amount, not to exceed \$64,943,000 pursuant to the County's basis of award.
2. Approve the award of a design-build construction contract for the County funded companion project for the Public Safety Center Jail Expansion for Project Three (Intake, Release, Transportation Facility) to Hensel Phelps of San Jose, California for the lump sum amount, not to exceed \$17,749,000 pursuant to the County's basis of award.

(Continued on Page 2)

FISCAL IMPACT:

With the Board of Supervisors approval of several key actions today, **Stanislaus County will begin the design-build construction phase of the AB 900 Phase II Public Safety Center Jail Expansion for Project One (Maximum-Security Housing Units/Mental Health Units), Project Two (Day Reporting Center) and Project Three (Intake, Release, Transportation).** These projects represent the largest undertaking ever by our Capital Projects Team.

(Continued on Page 2)

BOARD ACTION AS FOLLOWS:

No. 2014-297

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)  Approved as recommended

2)  Denied

3)  Approved as amended

4)  Other:

MOTION:

  
ELIZABETH A. KING, Assistant Clerk

ATTEST:

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 Hensel Phelps for Project One (Maximum-Security Units, Mental Health Units) for \$64,943,000 and Project Three (Intake, Release, Transportation Facility) for \$17,749,000 Conditioned Upon State Approval; Authorize the Project Manager to Take All Actions Necessary to Finalize the Construction Agreements with the State Agencies and Related Actions  
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**STAFF RECOMMENDATIONS: (Continued)**

3. Authorize the Project Manager to take all actions necessary to finalize the Construction Agreements to meet the requirements of the State Agencies.
4. Authorize the Project Manager to use up to \$200,000 from the Project Three contingency account to authorize final design changes that ensure Project Three (Intake, Release, Transportation) is constructed consistent with the Neighborhood Plan and achieves its intended purpose, as long as it is within the approved project budget.
5. Authorize the Project Manager to issue a Notice to Proceed upon receipt of proper insurance and bonds for each of the Projects.
6. Authorize the Project Manager to issue Change Order One for Project Three (Intake, Release, Transportation) to Hensel Phelps, for the completion of a geotechnical soils report in the amount of \$16,000 for the proposed foundation design requirements for the design-build construction at the Public Safety Center site.
7. Authorize the Chief Executive Office to plan and conduct a public groundbreaking ceremony, to coincide with the commencement of construction.
8. 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.
9. 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 to construct these projects 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.

Approval of Actions Related to the AB 900 Phase II Public Safety Center Expansion Project: Conditional Award of a Design-Build Construction Contract to Hensel Phelps for Project One (Maximum-Security Units, Mental Health Units) for \$64,943,000 and Project Three (Intake, Release, Transportation Facility) for \$17,749,000 Conditioned Upon State Approval; Authorize the Project Manager to Take All Actions Necessary to Finalize the Construction Agreements with the State Agencies and Related Actions  
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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 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, both of which are funded by AB 900 Phase II:

### **AB 900 Phase II Funding Sources**

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

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).

#### Project Two (Day Reporting Center) Conditional Award

On April 29, 2014, the Board of Supervisors, following the extensive evaluation process conducted by the County's team, approved the 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. At that time, the Project Manager requested Simile Construction Service, Inc. formally agree to hold all proposed prices

Approval of Actions Related to the AB 900 Phase II Public Safety Center Expansion Project: Conditional Award of a Design-Build Construction Contract to Hensel Phelps for Project One (Maximum-Security Units, Mental Health Units) for \$64,943,000 and Project Three (Intake, Release, Transportation Facility) for \$17,749,000 Conditioned Upon State Approval; Authorize the Project Manager to Take All Actions Necessary to Finalize the Construction Agreements with the State Agencies and Related Actions  
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until June 30, 2014, until the best and final offer pricing work has been completed for Projects One (Maximum-Security Housing Units/Mental Health Units) and Project Three (Intake, Release, Transportation).

The Finalists have submitted their best and final proposals and each project can now be conditionally awarded and delivered within the previously approved budget.

Project One (Maximum Security Housing Units/Mental Health Units) and Project Three (Intake, Release, Transportation—Conditional Award Now Recommended)

The Board of Supervisors previously authorized the Project Manager to advance Projects One and Three to the final selection phase by approving Balfour Beatty, Hensel helps, and McCarthy as the three finalist design-build teams, and authorized 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. The final selection phase was extremely rigorous and the County received excellent Proposals from each of the finalists.

At this time, staff recommends the Board of Supervisors approve a conditional award of a design-build construction contract, subject to State Approval for the AB 900 Phase II Public Safety Center Jail Expansion Project One (Maximum-Security/Medical-Mental Health Units), to Hensel Phelps of San Jose, California for the lump sum amount, not to exceed \$64,943,000, the design-build proposal deemed the most advantageous and competitively superior for the County. It is also recommended that the Board of Supervisors approve a design-build construction contract for the AB 900 Phase II Public Safety Center Jail Expansion Project Three (Intake, Release, Transportation) to Hensel Phelps of San Jose, California for the lump sum amount, not to exceed \$17,749,000, the design-build proposal deemed the most advantageous and competitively superior for the County.

A more detailed discussion of the final selection phase is further described below in this agenda report.

With the best and final pricing negotiated with each of the design-build contractors, the recommended total design-build construction contract award for all three of the AB 900 Phase II Public Safety Center Jail Expansion Projects is outlined in the chart below, which form the basis of award:

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AB 900 Phase II Public Safety Center Expansion Project		Design-Build Construction Contractor	Construction Award
Project One (Maximum-Security Units/Mental Health Units)		Hensel Phelps	\$64,943,000
Project Two (Day Reporting Facility)		Simile Construction Service, Inc.	\$3,777,000
<b>AB 900 Phase II Public Safety Center Expansion Total Construction Award</b>			<b>\$68,720,000</b>
County Funded Project		Design-Build Construction Contractor	Construction Award
Project Three (Intake, Release, Transportation)		Hensel Phelps	\$17,749,000

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:

- **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.

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- **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 State Public Works Board approved the possible project scope change on December 13, 2013.

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

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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 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. The Board also 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); 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).

On April 29, 2014, the Board of Supervisors, following the extensive evaluation process conducted by the County's team, approved the design-build construction contract,

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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. At that time, the Project Manager requested Simile Construction Service, Inc. formally agree to hold all proposed prices until June 30, 2014, until the best and final offer pricing work has been completed for Projects One (Maximum-Security Housing Units/Mental Health Units) and Project Three (Intake, Release, Transportation). The alternates preferred by the team include the following, which could be exercised if the best and final pricing for the State fund Project One (Maximum-Security/Mental Health Units) is awarded within the approved budget:

**Project Two Preferred Alternates**

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
	<b>Total</b>	<b>\$128,000</b>

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, subject to final State Approval, for the AB 900 Phase II Public Safety Center Jail Expansion for Project One (Maximum-Security, Medical-Mental Health Units) to Hensel Phelps of San Jose, California for the lump sum amount, not to exceed \$64,943,000 pursuant to the County’s basis of award.***

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



Approval of Actions Related to the AB 900 Phase II Public Safety Center Expansion Project: Conditional Award of a Design-Build Construction Contract to Hensel Phelps for Project One (Maximum-Security Units, Mental Health Units) for \$64,943,000 and Project Three (Intake, Release, Transportation Facility) for \$17,749,000 Conditioned Upon State Approval; Authorize the Project Manager to Take All Actions Necessary to Finalize the Construction Agreements with the State Agencies and Related Actions  
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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) outlined below:

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.

<b>FACTORS</b>	<b>Maximum Points</b>
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 was completed (evaluation of submitted proposals and initial interview).

On April 29, 2014, the Board of Supervisors authorized the Project Manager to advance the following three Design-Build teams to the Final Selection process:

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

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 stipend as a finalist in the process, all three finalists agreed to; renews their Proposal Security; agreed not to protect the final selection; and all documents, submissions and concepts become the property of the County.

Approval of Actions Related to the AB 900 Phase II Public Safety Center Expansion Project: Conditional Award of a Design-Build Construction Contract to Hensel Phelps for Project One (Maximum-Security Units, Mental Health Units) for \$64,943,000 and Project Three (Intake, Release, Transportation Facility) for \$17,749,000 Conditioned Upon State Approval; Authorize the Project Manager to Take All Actions Necessary to Finalize the Construction Agreements with the State Agencies and Related Actions  
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### Confidential Interview Process

Pursuant to the RFP, the three finalists were invited to submit enhanced proposal documents, with pricing revised as appropriate, in a confidential process that will lead to their best and final proposal.

On May 8-9, 2014, the Project team and the County's Bridging Architect participated in a three-hour confidential and proprietary meeting (Confidential Meeting No. 1) with each of the finalists, during which they had the opportunity to submit enhanced proposal documents with pricing revised as appropriate. The confidential process gave the design-build teams the opportunity to make proposed changes to the construction approach that could produce savings or enhance the project delivery. In Confidential Meeting No. 1, the finalists presented on each of their proposed deviations, exclusions and substitutions to the County's bridging documents, and the County Project team provided direction to each of the Finalists on acceptable changes.

On June 2, 2014 the Project team and the County's Bridging Architect participated in Confidential Meeting No. 2 with each of the finalists. Each of the finalists were allocated two hours to provide a final interview presentation to the Owner for the purpose of presenting the best and final Proposal including:

1. Best final pricing;
2. Design enhancements/alternates; and
3. Final Proposed CPM schedule, management plan and construction team staffing plan.

At this time, it is recommended that the Board of Supervisors approve a conditional award of a design-build construction contract, subject to State Approval for the AB 900 Phase II Public Safety Center Jail Expansion Project One (Maximum-Security/Medical-Mental Health Units), to Hensel Phelps of San Jose, California for the lump sum amount not to exceed \$64,943,000, the design-build proposal deemed the most advantageous and competitively superior for the County, which forms the basis of award. The basis of award includes several additive alternates including two- 240 maximum-security units which can be delivered within the approved Project Budget and allocated State funding. Additionally, one high priority additive alternate is recommended to replace a portion of the inmate swing doors with slider doors. Finally, several additional Proposal options are recommended and can be delivered within budget the as outlined below:

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Item	Description of Basis of Award Project One (Maximum-Security Units/Mental Health Units)	Price
1	Base Price	\$61,009,000
2	Allowance Project One	\$90,000
3	Allowance Owners Construction Trailer	\$125,000
<b>Item</b>	<b>Total Base Price</b>	<b>\$61,224,000</b>
4	Deductive Alternate: Eliminate Food Service Equipment at Staff Cafeteria Kitchen/Servery	(\$250,000)
<b>Subtotal Items 1-4</b>		<b>\$60,974,000</b>

Item	Additive Alternate Descriptions in order of Priority	Price
5	Upgrades to existing Public Safety Center Electronics and Integrated Into Central Control	\$136,000
6	Relocation of Existing Fire Alarm Annunciators	\$41,000
7	240-Bed Maximum-Security Housing Unit	\$2,667,000
<b>Basis of Award- Grand Total Items 1-7</b>		<b>\$63,818,000</b>

Item	High Priority Additive Alternate Description	Price
5	Replace Inmate Cell Swing Doors with Slider Doors	\$820,000
<b>Subtotal Items 1-8</b>		<b>\$64,638,000</b>

Approval of Actions Related to the AB 900 Phase II Public Safety Center Expansion Project: Conditional Award of a Design-Build Construction Contract to Hensel Phelps for Project One (Maximum-Security Units, Mental Health Units) for \$64,943,000 and Project Three (Intake, Release, Transportation Facility) for \$17,749,000 Conditioned Upon State Approval; Authorize the Project Manager to Take All Actions Necessary to Finalize the Construction Agreements with the State Agencies and Related Actions  
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Item	Remaining Additive Alternate Descriptions	
10	Fire Access Roadway Paving Section	\$4,000
11	Add 100% of the Shrub/Groundcover Planting	\$22,000
13	Telecom Outlets Box and Conduit Stub	\$5,000
<b>Subtotal Item 1-7, 10, 11, 13</b>		<b>\$64,669,000</b>

Option	County's Additional Proposal Options	Price
1	Revise Storm Drain Basin to new location	\$127,000
4	Revise Full Service Dining Area and Kitchen Requirements	\$125,000
7	Geotechnical Soils Report	\$22,000
<b>Recommended Basis of Award</b>		<b>\$64,943,000</b>

The County received excellent Proposals from each of the finalists. The Project Manager would like to thank each of the finalists for their participation in the very rigorous best value process. The two finalists not awarded the Contract will each receive a stipend of \$50,000.

As previously reported, Project One and Project Two are part of the total allocation of funds awarded by the State. With the best and final pricing negotiated with each of the design-build contractors, the total design-build construction contract award for the AB Phase II Public Safety Center Jail Expansion Project One (Maximum-Security Units, Mental Health Units) and Project Two (Day Reporting Center) is outlined in the chart below, which form the basis of award:

Basis of Award AB 900 Phase II

AB 900 Phase II Public Safety Center Expansion Project	Design-Build Construction Contractor	Construction Award
Project One (Maximum-Security, Medical-Mental Health Units)	Hensel Phelps	\$64,943,000
Project Two (Day Reporting Facility)	Simile Construction Service, Inc.	\$3,777,000
<b>AB 900 Phase II Public Safety Center Expansion Total Construction Award</b>		<b>\$68,720,000</b>

- **Approve the award of a design-build construction contract for the AB 900 Phase II Public Safety Center Jail Expansion for Project Three (Intake, Release, Transportation Facility) to Hensel Phelps of San**

Approval of Actions Related to the AB 900 Phase II Public Safety Center Expansion Project: Conditional Award of a Design-Build Construction Contract to Hensel Phelps for Project One (Maximum-Security Units, Mental Health Units) for \$64,943,000 and Project Three (Intake, Release, Transportation Facility) for \$17,749,000 Conditioned Upon State Approval; Authorize the Project Manager to Take All Actions Necessary to Finalize the Construction Agreements with the State Agencies and Related Actions  
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***Jose, California for the lump sum amount not to exceed \$17,749,000, pursuant to the County's basis of award.***

Consistent with the process described in the preceding paragraph for Project One (Maximum-Security Units/Mental Health Units), the Project Team and the County's Bridging Architect participated in the Confidential Interview process with each of the Board of Supervisors approved finalists. The County intended to select only one Contractor for both Project One and Project Three which will be constructed at the same time.

Confidential Interview Process

On June 2, 2014, the Project team and the County's Bridging Architect participated in Confidential Meeting No. 2 with each of the Finalists. Each of the three design-build Finalists were allocated two hours to provide a final interview presentation to the Owner for the purpose of presenting the best and final Proposal. including:

1. Best final pricing;
2. Design enhancements/alternates; and
3. Final Proposed CPM schedule, management plan and construction team staffing plan.

At this time, staff recommends the Board of Supervisors approve the award of a design-build construction contract for the AB 900 Phase II Public Safety Center Jail Expansion for Project Three (Intake, Release, Transportation Facility) to Hensel Phelps of San Jose, California for the lump sum amount not to exceed \$17,749,000, pursuant to the County's basis of award, the design-build proposal deemed the most advantageous and competitively superior for the County. The recommended basis of award includes several additive alternates which can be delivered within the approved Project Budget and allocated State funding as outlined below:

<b>Item</b>	<b>Description of Basis of Award Project Three (Intake, Release, Transportation)</b>	<b>Price</b>
<b>1</b>	<b>Base Price</b>	<b>\$17,383,000</b>
<b>2</b>	<b>Allowance Project Three</b>	<b>\$50,000</b>
<b>Item</b>	<b>Total Base Price</b>	<b>\$17,433,000</b>

Approval of Actions Related to the AB 900 Phase II Public Safety Center Expansion Project: Conditional Award of a Design-Build Construction Contract to Hensel Phelps for Project One (Maximum-Security Units, Mental Health Units) for \$64,943,000 and Project Three (Intake, Release, Transportation Facility) for \$17,749,000 Conditioned Upon State Approval; Authorize the Project Manager to Take All Actions Necessary to Finalize the Construction Agreements with the State Agencies and Related Actions  
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Item	Additive Alternate Descriptions in order of Priority	Price
3	Sliders at Sally Port	\$12,000
4	Inmate Holding Cell Slider Doors	\$125,000
5	Replace Fixed Shelving with High Density Storage	\$118,000
6	Power Provisions Within Staff Lockers	\$61,000
<b>Basis of Award- Grand Total Items 1-6</b>		<b>\$17,749,000</b>

Project Three is completely funded by the County public facility fees. 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.

- ***Authorize the Project Manager to take all actions necessary to finalize the Construction Agreements with the State Agencies.***

This action will authorize the Project Manager to finalize the Construction Agreements for Project One (Maximum-Security Units, Mental Health Units) and Project Two (Day Reporting Center), which will commence the design-build construction phase of the AB 900 Phase II Jail Expansion Projects.

- ***Authorize the Project Manager to use up to \$200,000 from the approved project contingency account to authorize final design changes that ensure Project Three (Intake, Release, Transportation) is constructed consistent with the Neighborhood Plan and achieves its intended purpose, as long as it is within the approved project budget.***

As previously reported, Project Three (Intake, Release, Transportation) will become the hub of the Sheriff's Detention System and will support the public safety expansion with the new Project One. As designed, the Project includes a public lobby and limited visiting area, jail administration, inmate intake & release, staff support and all necessary circulation and common space within a single story building. The vital intake, release and transportation function has been designed to meet the full build-out the Public Safety Center, with the Sheriff's Office Detention staff having significant input on the design of this critical function. The women's intake currently located at the Public Safety Center will be relocated to this newly designed intake area, which will accommodate the booking and custody actions of all adult males and females in the County jail system. Consequently, the new facilities will replace the existing Downtown

Approval of Actions Related to the AB 900 Phase II Public Safety Center Expansion Project: Conditional Award of a Design-Build Construction Contract to Hensel Phelps for Project One (Maximum-Security Units, Mental Health Units) for \$64,943,000 and Project Three (Intake, Release, Transportation Facility) for \$17,749,000 Conditioned Upon State Approval; Authorize the Project Manager to Take All Actions Necessary to Finalize the Construction Agreements with the State Agencies and Related Actions  
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Men's Jail intake, release and transportation function. A public lobby will be located on the western side of the project and will serve as the public interface for the entire County jail system. Secure staff parking, law enforcement access and the transportation function will be situated on the eastern side of the building.

The Neighborhood Plan acknowledges future expansion at the site, and the layout is intended to allow convenient access to the services offered now and into the future at the Public Safety Center site and promote a sense of civic pride and respect for both the staff and public who access the site.

This action will authorize the Project Manager to use up to \$200,000 from the contingency account to authorize final design changes that ensure Project Three (Intake, Release, Transportation) is constructed consistent with the Neighborhood Plan, incorporates those design principles that will ensure the facility operates in the most safe and efficient manner, as long as it is within the approved project budget.

- ***Authorize the Project Manager to issue Change Order One for Project Three (Intake, Release, Transportation) to Hensel Phelps for the completion of a geotechnical soils report in the amount of \$16,000 for the proposed foundation design requirements for the design-build construction at the Public Safety Center site.***

This action will authorize the Project Manager to issue Change Order One for Project Three (Intake, Release, Transportation) for the completion of a geotechnical soils report in the amount of \$16,000 for the proposed foundation requirements.

### **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 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.

Approval of Actions Related to the AB 900 Phase II Public Safety Center Expansion Project: Conditional Award of a Design-Build Construction Contract to Hensel Phelps for Project One (Maximum-Security Units, Mental Health Units) for \$64,943,000 and Project Three (Intake, Release, Transportation Facility) for \$17,749,000 Conditioned Upon State Approval; Authorize the Project Manager to Take All Actions Necessary to Finalize the Construction Agreements with the State Agencies and Related Actions  
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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. Both Contractors have proposed aggressive schedules. 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 Fall 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 Hensel Phelps for Project One (Maximum-Security Units, Mental Health Units) for \$64,943,000 and Project Three (Intake, Release, Transportation Facility) for \$17,749,000 Conditioned Upon State Approval; Authorize the Project Manager to Take All Actions Necessary to Finalize the Construction Agreements with the State Agencies and Related Actions  
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Task and Timeline	
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 The Board of Supervisors will base opening of the AB 900 Phase II Jail Expansion Project on the County’s fiscal recovery and the annual appropriations.

Approval of Actions Related to the AB 900 Phase II Public Safety Center Expansion Project: Conditional Award of a Design-Build Construction Contract to Hensel Phelps for Project One (Maximum-Security Units, Mental Health Units) for \$64,943,000 and Project Three (Intake, Release, Transportation Facility) for \$17,749,000 Conditioned Upon State Approval; Authorize the Project Manager to Take All Actions Necessary to Finalize the Construction Agreements with the State Agencies and Related Actions  
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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. 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:

<b>Initial Staffing Model</b>					
<b>Classification</b>	<b>Total Positions</b>	<b>Existing Positions</b>	<b>New Positions</b>	<b>Annual Cost</b>	<b>Total New Cost</b>
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
<b>Sworn Sub-Total</b>	<b>137.16</b>	<b>37.44</b>	<b>99.72</b>		<b>\$9,870,030</b>
Kitchen Staff	0.00	0.00	0.00	\$55,457	\$0
Clerical Support	12.00	10.00	2.00	\$64,910	\$129,820
<b>Support Sub-Total</b>	<b>12.00</b>	<b>10.00</b>	<b>2.00</b>		<b>\$129,820</b>
<b>Total All Positions</b>	<b>149.16</b>	<b>47.44</b>	<b>101.72</b>		<b>\$9,999,850</b>

Approval of Actions Related to the AB 900 Phase II Public Safety Center Expansion Project: Conditional Award of a Design-Build Construction Contract to Hensel Phelps for Project One (Maximum-Security Units, Mental Health Units) for \$64,943,000 and Project Three (Intake, Release, Transportation Facility) for \$17,749,000 Conditioned Upon State Approval; Authorize the Project Manager to Take All Actions Necessary to Finalize the Construction Agreements with the State Agencies and Related Actions  
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<b>Optimal Staffing Model</b>					
<b>Classification</b>	<b>Total Positions</b>	<b>Existing Positions</b>	<b>New Positions</b>	<b>Annual Cost</b>	<b>Total New Cost</b>
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
<b>Sworn Sub-Total</b>	<b>148.42</b>	<b>37.44</b>	<b>110.98</b>		<b>\$11,020,510</b>
Kitchen Staff	2.00	0.00	2.00	\$55,457	\$110,914
Clerical Support	13.00	10.00	3.00	\$64,910	\$194,730
<b>Support Sub-Total</b>	<b>15.00</b>	<b>10.00</b>	<b>5.00</b>		<b>\$305,644</b>
<b>Total All Positions</b>	<b>163.42</b>	<b>47.44</b>	<b>115.98</b>		<b>\$11,326,154</b>

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.

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 11<sup>th</sup> 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 12<sup>th</sup> Street,

Approval of Actions Related to the AB 900 Phase II Public Safety Center Expansion Project: Conditional Award of a Design-Build Construction Contract to Hensel Phelps for Project One (Maximum-Security Units, Mental Health Units) for \$64,943,000 and Project Three (Intake, Release, Transportation Facility) for \$17,749,000 Conditioned Upon State Approval; Authorize the Project Manager to Take All Actions Necessary to Finalize the Construction Agreements with the State Agencies and Related Actions  
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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

Stanislaus County  
Public Safety Center Expansion  
Project One

DOCUMENT 00 5200-A

**AGREEMENT**

THIS AGREEMENT, dated as of this 18<sup>th</sup> day of June, 2014, by and between Hensel Phelps Construction Co. whose place of business is located at 226 Airport Parkway, Suite 150, San Jose, CA 95110 ("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 Resolution No. 2014-297 adopted on the 17<sup>th</sup> day of June, 2014, conditionally awarded to Contractor the following Contract:

**PUBLIC SAFETY CENTER EXPANSION PROJECT ONE**  
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 reflected in the post-Proposal addenda listed on p. 12 of Proposer's Best and Final Proposal Form dated June 2, 2014, copies of which are appended to this Document 00 5200-A as Annex 2.
- C. Work also includes all work reflected in the June 10, 2014 correspondence memorializing further clarifications between Contractor and Owner, a copy of which is appended to this Document 00 5200-A as Annex 3.
- D. 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-A as Annex 4.

**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 ONE)	PRICE
1.	Base Price	\$61,009,000
2.	Allowance: Project One	\$ 90,000
3.	Allowance: Owner's Construction Trailer	\$ 125,000
4.	Allowance: Kitchen Furnishings and Equipment (FF&E)	\$ 125,000
<b>Total Base Price</b>	<b>Sum of Items 1, 2, 3 &amp; 4</b>	<b>\$61,349,000</b>

**PART II**

ITEM	DEDUCTIVE ALTERNATE DESCRIPTION (PROJECT ONE)	PRICE
5.	1D.AR01 Eliminate Food Service Equipment at Staff Cafeteria Kitchen / Servery	(\$250,000)
<b>SUBTOTAL ITEMS 1 - 5</b>		<b>\$61,099,000</b>

**PART III**

ITEM	ADDITIVE ALTERNATE DESCRIPTIONS IN ORDER OF PRIORITY (PROJECT ONE)	PRICE
6.	1A.SE01 Upgrades to Existing Public Safety Center PLC Electronics and Integration into New Central Control	\$ 136,000
7.	1A.FA01 Relocation of Existing Fire Alarm Annunciators in Existing Central Control into New Central Control	\$ 41,000
8.	1A.AR04 240-Bed Maximum Housing Unit	\$2,667,000
<b>SUBTOTAL ITEMS 1 - 8</b>		<b>\$63,943,000</b>

**PART IV**

ITEM	HIGH PRIORITY ADDITIVE ALTERNATE DESCRIPTIONS (PROJECT ONE)	PRICE	PRICING DURATION (MONTH/DAY/YEAR)
9.	1A.AR01 Replace Inmate Cell Swing Doors with Slider Doors	\$ 820,000	08/01/2014
<b>SUBTOTAL ITEMS 1 - 9</b>		<b>\$64,763,000</b>	

ITEM	REMAINING ADDITIVE ALTERNATE DESCRIPTIONS (PROJECT ONE)	PRICE	PRICING DURATION (MONTH/DAY/YEAR)
10.	1A.CV01 Fire Access Roadway Paving Section	\$ 4,000	06/30/2014
11.	1A.LS01 Add 100% of the Shrub/Groundcover Planting	\$ 22,000	01/15/2015
12.	1A.TX01 Telecom Outlets Box & Conduit Stub	\$ 5,000	09/01/2014
<b>SUBTOTAL ITEMS 1 – 12</b>		<b>\$64,794,000</b>	

**PART V**

ITEM	COUNTY'S ADDITIONAL PROPOSAL OPTIONS (PROJECT ONE)	PRICE	PRICING DURATION (MONTH/DAY/YEAR)
OPT 1	Revise the storm drain basin as listed in Addendum No. 6 to the new location and requirements as shown in Associated Engineering concept design dated 4/28/14.	\$127,000	06/30/2014
OPT 2	Revise the HVAC system for Project One as listed in the Bridging Documents from air cooled chillers and rooftop variable air-volume air handlers to high-end quality variable air-volume packaged air cooled HVAC units with energy efficient components as listed for the chiller/air handler systems.	\$ In Base Bid	Not Applicable
OPT 3	Provide weatherized boiler components and controls in lieu of providing a canopy over the two boilers.	\$ In Base Bid	Not Applicable
OPT 4	Revise the full service dining area and kitchen requirements and replaced the area to a small warming kitchen and dining area within the same floor area. Revise the rough-in requirements to meet the new requirements. Include a free standing gas range with convection oven and overhead range hood, two high capacity microwaves, one large industrial refrigerator, freezer, small commercial dishwasher, large dual kitchen sink with garbage disposal, electric five foot SS hot steam table, five foot SS salad bar, standard industrial ice maker, ice and water dispenser. Exclude the FF&E room furniture.	\$ In Base Bid	Not Applicable
OPT 7	Provide the Geotechnical Soils Report, as required for your proposed foundation design requirements.	\$ 22,000	06/30/2014
<b>GRAND TOTAL ITEMS 1 – 12 and OPT 1-4, 7</b>		<b>\$64,943,000</b>	

**1.03 Pricing and Timing of Additional Additive Alternates**

- A. At Owner's sole discretion, Work may also include one or more Additive Alternates. To add any Additive Alternate to the Work, Owner must notify Contractor no later than the applicable County Decision Point Date in Contractor's Document 00 4200 (Proposal Form) which dates are also set forth below for reference. Contract Sum will be increased only by the Proposal Price for the Additive Alternate, and Owner will pay no other amount on account of adding the Additive Alternate to the Work. Addition of any Additive 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.



ITEM	REMAINING ADDITIVE ALTERNATE DESCRIPTIONS (PROJECT ONE)	PRICE	PRICING DURATION (MONTH/DAY/YEAR)
9.	1ACV02 Add 6" Curbing Around the Perimeter of the Employee Parking Lot	\$ 19,000	01/15/2015
12.	1A.AG01 Rooftop Signage	\$ 6,000	12/01/2014
14.	1A.AR02 Staff Dining Patio Trellis	\$ 86,000	12/01/2014
15.	1A.AR03 Anti-Graffiti Coating	\$151,000	12/01/2014

**1.04 Pricing and Timing of Unit Prices**

- A. The following Unit Prices apply only to (1) items that are not included within Contractor's base scope of Work as set forth in Bridging Documents or approved final Construction Documents or (2) quantities of items that exceed the quantities required by Contractor's basic scope of Work as set forth in Bridging Documents or approved final Construction Documents.
- B. Should Owner give notice to Contractor of Owner's intention to increase the scope of Work of the Contract to include any of the following additional Units within the time frames set forth below, then Contractor shall perform the work of such additional Units for the price set forth below:

ITEM	UNIT PRICE DESCRIPTION	PRICE	PRICING DURATION (MONTH/DAY/YEAR)
28.	24" Box Trees	\$ 400.00	01/15/2015
29.	15 gallon trees	\$ 210.00	01/15/2015
30.	5 gallon shrubs	\$ 29.00	01/15/2015
31.	1 gallon shrubs/vines	\$ 20.00	01/15/2015
32.	Turf sod (per square foot)	\$ 1.00	01/15/2015
33.	Decomposed granite (per square foot)	\$ 4.75	01/15/2015
34.	Medium Security General Purpose Receptacle	\$ 345.00	09/01/2014
35.	<del>Security Electronics specified in Contract Documents</del>	Not Applicable	
36.	Fixed Camera	\$ 3,450.00	09/01/2014
37.	PTX Camera	\$ 6,500.00	09/01/2014
38.	Intercom Station	\$ 2,140.00	09/01/2014
39.	Duress alarm station	\$ 2,185.00	09/01/2014
40.	Video monitor	\$ 2,645.00	09/01/2014
41.	Paging speaker (wall mounted)	\$ 1,830.00	09/01/2014
42.	Paging speaker (ceiling mounted)	\$ 1,750.00	09/01/2014
43.	Card reader	\$ 2,480.00	09/01/2014
44.	Touchscreen monitor	\$ 17,700.00	09/01/2014
45.	Door open push button	\$ 2,225.00	09/01/2014
46.	PoE network switch	\$ 6,400.00	09/01/2014
47.	One complement of telecom cabling, type "A2"	\$ 370.00	09/01/2014
48.	One complement of telecom cabling, type "A4"	\$ 750.00	09/01/2014

**1.05 Architect of Record Fees and Rates for Architect / Engineer**

- A. The Contract Sum includes Architect of Record Fees of \$3,205,000.
- B. 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: \$195.00  
Engineer: \$182.00

**1.06 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.

**1.07 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: \$340,000\*** comprised of the following:

- a. Demolition for Project 1: \$90,000
- b. Owner's Construction Trailer for Project 1: \$125,000
- c. Kitchen Furnishings and Equipment (FF&E): \$125,000

*\*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 September 2, 2016.
- B. Contractor shall achieve Final Completion of the entire Work no later than October 28, 2016.

**2.03 Design And Construction Milestones**

- A. Contractor shall complete all design documents for Project 1 by January, 2015 and obtain State Fire Marshal approval by March, 2015.

**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 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 Seth Boles 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 5) 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.
  1. Specifically with respect to architect Michael Shea Justice, who is listed as the Design Project Manager for this Project, Contractor makes the following representations, which Contractor understands are a material term of the Contract Documents:

- a. Michael Justice holds valid Illinois Architect License No. 001022152 expiring November 30, 2014; and
  - b. Michael Justice has submitted an application to the State of California for reciprocal architectural licensure, and will at his earliest convenience sit for the California Supplemental Examination and complete all other tasks necessary to obtain his California architectural license as soon as possible.
  - c. In the event Mr. Justice has not yet obtain reciprocal architectural licensure in the State of California by the date his current Illinois license expires, Mr. Justice will obtain a renewal of his Illinois Architect License so that at all times throughout the duration of the Project, Mr. Justice possesses a valid architectural license.
- C. 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. James Pappas of HP, Vice President / District Manager
  2. Shannon Gustine of HP, Operations Manager
  3. Seth Boles of HP, Project Manager
  4. Jonathan Snow of HP, Cost Estimator
  5. Bob Tornberg of HP, Project Superintendent
  6. Mike Justice of Dewberry, Design Project Manager
  7. Carey Mayer of Dewberry, Project Architect & Architect of Record
  8. Phillip Bahr of Bahr, Medical Planner
  9. Charles Cunningham of CEC, Civil Engineer
  10. Dennis Partin of FMB, Mechanical Engineer

### 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-A	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-A 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 1361, 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.

**5.010** 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: HENSEL PHELPS CONSTRUCTION CO.**

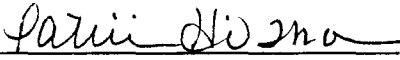
By:   
(Signature)

Its: James R. Pappas, Jr., Vice President  
Title (If Corporation: Chairman, President or Vice President)

By:   
(Signature)

Its: Dale A. Weislak, Assistant Secretary  
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 16 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 May 21, 2014**

Stanislaus County will receive best and final proposals at 1010 10<sup>th</sup> Street, Modesto, California 95354 on June 2, 2014 for the following public work:

COUNTY OF STANISLAUS

PUBLIC SAFETY CENTER EXPANSION

**PROJECT ONE:**  
MAXIMUM SECURITY HOUSING, MEDICAL/MENTAL HEALTH HOUSING,  
HEALTH SERVICES AND SECURITY ADMINISTRATION

AND

**PROJECT THREE:**  
INTAKE, RELEASE, TRANSPORTATION AND JAIL ADMINISTRATION

CERES, CALIFORNIA

**TO THE COUNTY OF STANISLAUS:** Patricia Hill Thomas, Project Manager

**THIS PROPOSAL IS SUBMITTED BY:** Hensel Phelps Construction Co.

**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>Please see attached list at the end of this document.</u>	<u></u>
<u></u>	<u></u>
<u></u>	<u></u>
<u></u>	<u></u>
<u></u>	<u></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 Supervisors, 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
Please see attached list at the end of this document.		

- 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 ONE: MAXIMUM SECURITY HOUSING, MEDICAL/MENTAL HEALTH HOUSING,  
HEALTH SERVICES AND SECURITY ADMINISTRATION**

**PART I**

ITEM	DESCRIPTION (PROJECT ONE)	PRICE
1.	Base Price	\$ 61,009,000
2.	Allowance: Project One	\$ 90,000.00
3.	Allowance: Owner's Construction Trailer	\$ 125,000.00
<b>Total Base Price</b>	<b>Sum of Items 1, 2 &amp; 3 (To score 20 points, the Total Base Price cannot exceed \$64,643,309, including design fees. <u>Only the Proposer</u> with the lowest Total Base Price will be awarded an additional 5 points.)</b>	<b>\$ 61,224,000</b>

**Total Project One Base Price (in words):** Sixty-One Million Two Hundred Twenty-Four Thousand Dollars  
(Words)

**PART II**

ITEM	DEDUCTIVE ALTERNATE DESCRIPTION (PROJECT ONE)	PRICE	Subtotal Items 1 - 4
4.	1D.AR01 Eliminate Food Service Equipment at Staff Cafeteria Kitchen / Servery	(\$ 250,000 )	
<b>SUBTOTAL ITEMS 1 - 4</b>			<b>\$ 60,974,000</b>

**PART III**

ITEM	ADDITIVE ALTERNATE DESCRIPTIONS IN ORDER OF PRIORITY (PROJECT ONE)	PRICE	Grand Total Items 1 - 7
5.	1A.SE01 Upgrades to Existing Public Safety Center PLC Electronics and Integration into New Central Control	\$ 136,000	
6.	1A.FA01 Relocation of Existing Fire Alarm Annunciators in Existing Central Control into New Central Control	\$ 41,000	
7.	1A.AR04 240-Bed Maximum Housing Unit	\$ 2,667,000	
<b>BASIS OF AWARD - GRAND TOTAL ITEMS 1 - 7</b>			<b>\$ 63,818,000</b>

*Each Proposer whose Grand Total for Items 1 - 7 is within the \$64,643,309 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 for Items 1 - 7.*

**PART IV**

ITEM	HIGH PRIORITY ADDITIVE ALTERNATE DESCRIPTIONS (PROJECT ONE)	PRICE	PRICING DURATION (MONTH/DAY/YEAR)
8.	1A.AR01 Replace Inmate Cell Swing Doors with Slider Doors	\$ 820,000	08/01/2014
<b>SUBTOTAL ITEMS 1 - 8</b>		<b>\$ 64,638,000</b>	

ITEM	REMAINING ADDITIVE ALTERNATE DESCRIPTIONS (PROJECT ONE)	PRICE	PRICING DURATION (MONTH/DAY/YEAR)
9.	1ACV02 Add 6" Curbing Around the Perimeter of the Employee Parking Lot	\$ 19,000	01/15/2015
10.	1A.CV01 Fire Access Roadway Paving Section	\$ 4,000	06/30/2014
11.	1A.LS01 Add 100% of the Shrub/Groundcover Planting	\$ 22,000	01/15/2015
12.	1A.AG01 Rooftop Signage	\$ 6,000	12/01/2014
13.	1A.TX01 Telecom Outlets Box & Conduit Stub	\$ 5,000	09/01/2014
14.	1A.AR02 Staff Dining Patio Trellis	\$ 86,000	12/01/2014
15.	1A.AR03 Anti-Graffiti Coating	\$ 151,000	12/01/2014

**PART V**

ITEM	COUNTY'S ADDITIONAL PROPOSAL OPTIONS (PROJECT ONE)	PRICE	PRICING DURATION (MONTH/DAY/YEAR)
OPT 1	Revise the storm drain basin as listed in Addendum No. 6 to the new location and requirements as shown in Associated Engineering concept design dated 4/28/14.	\$ 127,000	06/30/2014
OPT 2	Revise the HVAC system for Project One as listed in the Bridging Documents from air cooled chillers and rooftop variable air-volume air handlers to high-end quality variable air-volume packaged air cooled HVAC units with energy efficient components as listed for the chiller/air handler systems.	\$ In Base Bid	Not Applicable
OPT 3	Provide weatherized boiler components and controls in lieu of providing a canopy over the two boilers.	\$ In Base Bid	Not Applicable
OPT 4	Revise the full service dining area and kitchen requirements and replaced the area to a small warming kitchen and dining area within the same floor area. Revise the rough-in requirements to meet the new requirements. Include a free standing gas range with convection oven and overhead range hood, two high capacity microwaves, one large industrial refrigerator, freezer, small commercial dishwasher, large dual kitchen sink with garbage disposal, electric five foot SS hot steam table, five foot SS salad bar, standard industrial ice maker, ice and water dispenser. Exclude the FF&E room furniture.	\$ In Base Bid*	Not Applicable
OPT 5	Change the primary/secondary chilled water pumping design requirements to primary pumps only with variable speed pumping.	\$ Not Applicable	Not Applicable
OPT 6	Provide the code required Special Code Inspection services, as required for your proposed design requirements.	\$ 715,000	07/07/2014
OPT 7	Provide the Geotechnical Soils Report, as required for your proposed foundation design requirements.	\$ 22,000	06/30/2014

\*Alternate add for infrastructure only for a full kitchen: \$95,000

**PART VI**

Create a separate document labeled "**Project One PART VI, Bridging Document Variations and Best Value**", disclose and technically describe all those Best Value Components submitted and used in your Best and Final Proposal. Disclose and describe any further variations from the bridging documents that were submitted in your Best and Final Proposal.

**PART VII**

**Break Out of Architect of Record Fees**

DESCRIPTION (PROJECT ONE)	PRICE
Architect of Record Fees	\$ 3,205,000

**PROJECT THREE: INTAKE, RELEASE, TRANSPORTATION, JAIL ADMINISTRATION**

**PART I**

ITEM	DESCRIPTION (PROJECT THREE)	PRICE
1.	Base Price	\$ 17,383,000
2.	Allowance: Project Three	\$ 50,000.00
<b>Total Base Price</b>	<b>Sum of Items 1 &amp; 2 (To score 20 points, the Total Base Price cannot exceed \$17,750,000, including design fees. <u>Only the Proposer</u> with the lowest Total Base Price will be awarded an additional 5 points.)</b>	<b>\$ 17,433,000</b>

**Total Project Three Base Price (in words):** Seventeen Million Four Hundred Thirty-Three Million Dollars  
(Words)

**PART II**

ITEM	ADDITIVE ALTERNATE DESCRIPTION (PROJECT THREE)	PRICE	Grand Total Items 1 - 6	
3.	3A.AR12 Sliders at Sally Port 1.17	\$ 12,000		
4.	3A.AR02 Inmate Holding Cell Slider Doors	\$ 125,000		
5.	3A.AR06 Replace Fixed Shelving with High Density Storage	\$ 118,000		
6.	3A.EL01 Power Provisions Within Staff Lockers	\$ 61,000		
<b>BASIS OF AWARD - GRAND TOTAL ITEMS 1 - 6</b>				<b>\$ 17,749,000</b>
<p><i>Each Proposer whose Grand Total for Items 1 - 6 is within the \$17,750,000 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 for Items 1 – 6.</i></p>				

**PART III**

ITEM	HIGH PRIORITY ADDITIVE ALTERNATE DESCRIPTION (PROJECT THREE)	PRICE	PRICING DURATION (MONTH/DAY/YEAR)
7.	3A.AR01 Roof Pop Up / Clerestory at Intake	\$ 150,000	08/01/2014
8.	3A.AR11 Enclosed Vehicle Sallyport at Intake/Transport Parking Lot	\$ 86,000	08/01/2014
11.	3A.AR03 Clerestory at Staff Lockers	\$ 25,000	08/01/2014
12.	3D.AR09 Increase Window Area	\$ 7,000	08/01/2014
13.	3A.AR07 Metal Panel at Entry Façade	\$ 233,000	08/01/2014
14.	3D.AR10 Increase Storefront Area	\$ In Base Bid	Not Applicable

ITEM	REMAINING ADDITIVE ALTERNATE DESCRIPTION (PROJECT THREE)	PRICE	PRICING DURATION (MONTH/DAY/YEAR)
9.	3D.LS06 Addition of Wall at the Release Area	\$ 46,000	01/15/2015
10.	3A.AR02 Skylights at Jail Administration and Staff Support	\$ 57,000	08/01/2014
15.	3D.AR08 Canopy at Boilers	\$ 22,000	08/01/2014
16.	3D.LS04 Addition of Steel Trellis	\$ 88,000	12/01/2014
17.	3D.LS05 Addition of Screen Wall at Employee Patio	\$ 14,000	01/15/2015
18.	3A.LS01 Add 100% of the Shrub/Groundcover Planting	\$ 13,000	01/15/2015
19.	3A.LS02 Replace Precast Concrete "Cubes" with Raised Concrete Planters	\$ 57,000	01/15/2015
20.	3A.LS03 Add Additional Turf and Irrigation in Northwest Corner of Site	\$ 42,000	01/15/2015
21.	3A.TX01 Telecom Outlets Box & Conduit Stub	\$ 5,000	09/01/2014
22.	3A.CV01 Fire Access Roadway Paving Section	\$ 2,000	06/30/2014
23.	3A.AG01 Rooftop Signage	\$ 6,000	12/01/2014
24.	3A.AR04 Anti-Graffiti Coating	\$ 32,000	12/01/2014

**PART IV**

ITEM	DEDUCTIVE ALTERNATE DESCRIPTION (PROJECT THREE)	PRICE	PRICING DURATION (MONTH/DAY/YEAR)
25.	3D.AR01 Sliders at Sally Ports	(\$ 16,000 )	10/16/2014
26.	3D.AR05 Reduce Entry Façade Height	(\$ 30,000 )	08/01/2014
27.	3D.AR03 North-South 17' Building Length Reduction	(\$ 363,000 )	08/01/2014

**PART V**

ITEM	COUNTY'S ADDITIONAL PROPOSAL OPTIONS (PROJECT THREE)	PRICE	PRICING DURATION (MONTH/DAY/YEAR)
OPT 1	Provide weatherized boiler components and controls in lieu of providing a canopy over the two boilers.	\$ In Base Bid	Not Applicable
OPT 2	Provide the code required Special Code Inspection services, as required for your proposed design requirements.	\$ 187,000	07/07/2014
OPT 3	Provide the Geotechnical Soils Report, as required for your proposed foundation design requirements.	\$ 16,000	06/30/2014



**PART VI**

Create a separate document labeled "**Project Three PART VI, Bridging Document Variations and Best Value**", disclose and technically describe all those Best Value Components submitted and used in your Best and Final Proposal. Disclose and describe any further variations from the bridging documents that were submitted in your Best and Final Proposal.

**PART VII**

**Break Out of Architect of Record Fees**

DESCRIPTION (PROJECT THREE)	PRICE
Architect of Record Fees	\$ 1,270,000

**PROJECTS ONE AND THREE:**

ITEM	UNIT PRICE DESCRIPTION	PRICE	PRICING DURATION (MONTH/DAY/YEAR)
28.	24" Box Trees	\$ 400.00	01/15/2015
29.	15 gallon trees	\$ 210.00	01/15/2015
30.	5 gallon shrubs	\$ 29.00	01/15/2015
31.	1 gallon shrubs/vines	\$ 20.00	01/15/2015
32.	Turf sod (per square foot)	\$ 1.00	01/15/2015
33.	Decomposed granite (per square foot)	\$ 4.75	01/15/2015
34.	Medium Security General Purpose Receptacle	\$ 345.00	09/01/2014
35.	<del>Security Electronics specified in Contract Documents</del>	Not Applicable	
36.	Fixed Camera	\$ 3,450.00	09/01/2014
37.	PTX Camera	\$ 6,500.00	09/01/2014
38.	Intercom Station	\$ 2,140.00	09/01/2014
39.	Duress alarm station	\$ 2,185.00	09/01/2014
40.	Video monitor	\$ 2,645.00	09/01/2014
41.	Paging speaker (wall mounted)	\$ 1,830.00	09/01/2014
42.	Paging speaker (ceiling mounted)	\$ 1,750.00	09/01/2014
43.	Card reader	\$ 2,460.00	09/01/2014
44.	Touchscreen monitor	\$ 17,700.00	09/01/2014
45.	Door open push button	\$ 2,225.00	09/01/2014
46.	PoE network switch	\$ 6,400.00	09/01/2014
47.	One complement of telecom cabling, type "A2"	\$ 370.00	09/01/2014
48.	One complement of telecom cabling, type "A4"	\$ 750.00	09/01/2014

**PROJECTS ONE AND THREE**

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

ITEM	DESCRIPTION	PRICE
49.	Hourly Rate for Architect	\$ 195.00
50.	Hourly Rate for Engineer	\$ 182.00

- 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 Prices of Projects One and Three separately** 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).

Legal Name of Corporation: Hensel Phelps Construction Co. | State of Incorporation: Delaware

Names of President and Secretary: Please see attached list at the end of this document.

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

License No. 519252 | Classification: A,B

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

Hensel Phelps Construction Co.

[Name of Contractor]

By: James R. Pappas, Jr. 

Title: Vice President/District Manager

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: 226 Airport Parkway, Suite 150, San Jose, CA 95110

Telephone Number: (408) 452-1800

Fax Number: (408) 452-1855

E-Mail Address: jpappas@henselphelps.com

Date of Proposal: June 2, 2014

**END OF DOCUMENT** (additional documents provided)

**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:*

<b>Date</b>	<b>Description</b>
June 2, 2014	Cover Letter
June 2, 2014	3.01.E.1. Document 00 4200 (Proposal Form)
June 2, 2014	3.01.E.1. Document 00 4330 (Subcontractors List)
June 2, 2014	3.01.E.2. Proposal Security (Document 00 4316)
June 2, 2014	3.01.E.3. Document 00 4519 (Non-Collusion Affidavit)
June 2, 2014	3.01.E.4. Letter from Surety
June 2, 2014	3.01.E.5. Document 00 4820 (Proposer Certifications)
June 2, 2014	4.05.C Design Narrative
June 2, 2014	4.05.C.1 Building Program Report
June 2, 2014	4.05.C.2 Conceptual Design Plans
June 2, 2014	4.05.C.2.a Site Plan
June 2, 2014	4.05.C.2.b - 4.05.C.2.e Architectural Plans and Sections
June 2, 2014	4.05.C.2.f Structural
June 2, 2014	4.05.C.2.g Mechanical
June 2, 2014	4.05.C.3 Facility Food Services Satellite
June 2, 2014	4.05.C.4 Detention Components
June 2, 2014	4.05.C.5 Security Electronics and Low-Voltage Systems
June 2, 2014	4.05.C.6 Electrical
June 2, 2014	4.05.C.7 Civil and Utilities Systems
June 2, 2014	4.06.C.3 Schedule
June 2, 2014	4.06.C.3 Management Plan
June 2, 2014	4.06.C.3 Construction Team Staffing Plan
June 2, 2014	County's List of Requested Proposal Clarifications
June 2, 2014	County's Additional Proposal Options
June 2, 2014	County's Additional Proposal Clarifications

**DOCUMENT 004200**

**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
1	December 13, 2013	
2	January 28, 2013	
3	February 27, 2014	
4	March 5, 2014	
5	March 12, 2014	
6	March 14, 2014	
7	March 19, 2014	
8	March 20, 2014	
6 (Storm Drainage Consolidation)	April 28, 2014	
Confidential Meeting Letter	May 12, 2014	
Unit Price Clarification Email	May 13, 2014	
Confidential Meeting No. 2 Letter	May 21, 2014	
Slider Lock Clarification Email	May 23, 2014	
Slider Lock Clarification Email	May 28, 2014	

**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).

NAME	POSITION
Jeff Wenaas	President & CEO
Jon Ball	Exec. Vice President
Allan Bliesmer	Vice President
Stephen Carrico	Vice President
Mike Choutka	Exec. Vice President
Steve Grauer	Vice President
Kirk Hazen	Vice President
Brad Jeanneret	Vice President
Wayne Lindholm	Exec. Vice President
Robert Majerus	Vice President
Cuyler Mcginley	Vice President
James Pappas	Vice President
Will Thompson	Vice President
Rick Tucker	Vice President
Eric Wilson	Sec/Vice President
Bradley Winans	Vice President

## PROJECT ONE PART VI BRIDGING DOCUMENT VARIATIONS AND BEST VALUE

### PART VI

Create a separate document labeled "Project One PART VI, Bridging Document Variations and Best Value", disclose and technically describe all those Best Value Components submitted and used in your Best and Final Proposal. Disclose and describe any further variations from the bridging documents that were submitted in your Best and Final Proposal.

The following is a list of the Best Value Components reviewed in Confidential Meeting No. 1 and approved by the County.

1. **Building Façade Mockup:** The stand alone exterior building façade Mockup depicted on Sheet A201C, 2/A501 and described in Section 01 4339 has been modified to include the extents of the cell mockup on Sheet A201C (approximately two cells wide). This mockup will be integral with the interior cell mockup.
2. **Revised Landscaping:** The site landscaping has been modified per our Best and Final Offer Drawing Proposal Documents.
3. **DX Units:** DX Units have been provided in lieu of the Central Plant originally depicted in the RFP Documents. DX Units are in accordance with the County's requirements stated in their Confidential Letter No. 2, dated May 21, 2014.
4. **Redundant Fire Protection Standpipes:** A single standpipe has been provided at Project One, similar to Detail 1/FP001 on Project 3.
5. **Roof Coping Material:** A 24 gauge sheet metal pre-finished coping with cleat will be provided in lieu of the copings specified in Specification 07 7100.
6. **U-Shaped Gasket:** Detention glazing will be installed using glazing tape in lieu of the "U" shaped gasket required in Specification 11 1908.
7. **Insulation at Domestic Cold Water Pipes:** Insulation at domestic cold water pipes will not be provided.
8. **Fireproofing Density:** All high density fireproofing has been replaced with standard density fireproofing.
9. **Shower Floors and Walls:** Epoxy Flooring and Paint will be utilized in lieu of the High Build Glazed Coating.
10. **Heights of Walls in Housing Support Spaces:** In Buildings B, C & D the walls dividing the support rooms and the Dayrooms will be full height. The walls dividing each individual support room to the next support room will not be full height. This applies to rooms such as the following: Triage/ Interview, Video Visitation, Janitor, Storage, Interview/Counsel (Int/Counsel), Interview, Circulation, Shower, Sick-Call/Exam, Fire Riser.
11. **Ceiling Heights in Building B:** The cell ceiling height in Building B has been lowered to 8'-8"
12. **Metal Canopies:** The exterior metal canopies at Buildings A, B, C, and D will be decked with painted, galvanized metal decking in lieu of the metal roof panels specified in Specification 07 41 13.
13. **Dual Temperature Piping:** The dual temperature (105 F and 120 F) domestic water piping has been replaced with single temperature domestic water piping at 105 F with point of use water heaters to boost water temperature to 120 F at select fixtures.

The following is a list of additional clarifications not addressed in Confidential Meeting No. 1 but have been incorporated in our Best and Final Offer.

14. **Site Security:** For all work performed in the Existing Medium Security Housing and the Existing Booking Maximum Housing, we will comply with all requirements of Section 01 5600. For work performed on the site, outside of the Existing Buildings, we will provide all requirements in Section

PROJECT ONE PART VI  
BIDDING DOCUMENT VARIATIONS AND BEST VALUE

01 5600 except 1.4.C. We will provide a lockable gate.

- 15. Warming Kitchen:** Infrastructure for a small warming kitchen and dining area (as described in Project One County's Additional Proposal Options, OPT 4) has been provided in our base proposal in lieu of the full service dining area and kitchen requirements. Equipment and room furniture have not been provided.
- 16. Unit Price 40:** For Unit Price No. 40, a 32" Video Monitor has been assumed.



## PROJECT THREE PART VI, BRIDGING DOCUMENT VARIATIONS AND BEST VALUE

### PART VI

*Create a separate document labeled "Project Three PART VI, Bridging Document Variations and Best Value", disclose and technically describe all those Best Value Components submitted and used in your Best and Final Proposal. Disclose and describe any further variations from the bridging documents that were submitted in your Best and Final Proposal.*

The following is a list of the Best Value Components reviewed in Confidential Meeting No. 1 and approved by the County.

- 1. Revised Landscaping:** The site landscaping has been modified per our Best and Final Offer Drawing Proposal Documents.
- 2. DX Units:** DX Units have been provided in lieu of the Central Plant originally depicted in the RFP Documents. DX Units are in accordance with the County's requirements stated in their Confidential Letter No. 2, dated May 21, 2014.
- 3. Roof Coping Material:** A 24 gauge sheet metal pre-finished coping with cleat will provided in lieu of the copings specified in Specification 07 7100.
- 4. U-Shaped Gasket:** Detention glazing is to be installed utilizing glazing tape in lieu of the "U" shaped gasket required in Specification 11 1908.
- 5. Insulation at Domestic Cold Water Pipes:** Insulation at domestic cold water pipes will not be provided.
- 6. Fireproofing Density:** All high density fireproofing has been replaced with standard density fireproofing.
- 7. Shower Floors and Walls:** Epoxy Flooring and Paint will be utilized in lieu of the High Build Glazed Coating.
- 8. Dual Temperature Piping:** The dual temperature (105 F and 120 F) domestic water piping has been replaced with single temperature domestic water piping at 105 F with point of use water heaters to boost water temperature to 120 F at select fixtures.

The following is a list of additional clarifications not addressed in Confidential Meeting No. 1 but have been incorporated in our Best and Final Offer.

- 9. Site Security:** For all work performed in the Existing Medium Security Housing and the Existing Booking Maximum Housing, we will comply with all requirements of Section 01 5600. For work performed on the site, outside of the Existing Buildings, we will provide all requirements in Section 01 5600 except 1.4.C. We will provide a lockable gate.
- 10. Unit Price 40:** For Unit Price Number 40, a 32" Video Monitor has been assumed.

**SUBCONTRACTORS LIST**

Design-Build Entity shall submit this form listing the subcontractors Design-Build Entity intends to employ if awarded the Contract thirty (30) days prior to the scheduled construction start and prior to Notice to Proceed with Construction, pursuant to Public Contract Code Section 4107, or as otherwise required under Document 00 1119 (Request for Proposals) and/or Document 00 7253 (General Conditions).

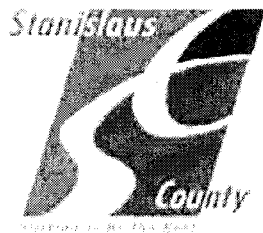
Use this sheet for Subcontractors on Base Proposal Work as required to be listed by law.

Full Name, Address and Telephone Number of Subcontractor:	Type of Work to be Performed:	Subcontractor's License No.
Frank M. Booth Design Build Co., Inc. 4220 Douglas Blvd. Granite Bay, CA 95746 916.784.0777	HVAC Subcontractor Plumbing Subcontractor	142219 793419 465012
Helix Electric, Inc. 6795 Flanders Drive San Diego, CA 92121 858.535.0505	Electrical Subcontractor	483309
Granite Construction Co. 585 West Beach Street Watsonville, CA 95076 831.724.1011	Sitework	89
Engineered Control Systems 2717 N. Hogan Street Spokane, WA 99207 509.483.6215	Security Electronics Low Voltage Subcontractor	805507
Transbay Fire Protection, Inc. 2182 Rheem Drive Pleasanton, CA 94588 800.870.7377	Fire Protection Subcontractor	629778

(Attach additional sheets if necessary)

**END OF DOCUMENT**

## Annex 2



CHIEF EXECUTIVE OFFICE

**Stan Riser**  
Chief Executive Officer

**Patricia Hill Thomas**  
Chief Operations Officer/  
Assistant Executive Officer

**Keith D. Boggs**  
Assistant Executive Officer

**Jody Hayes**  
Assistant Executive Officer

May 12, 2014

1010 11<sup>th</sup> Street, Suite 6800 Modesto, CA 95354  
Post Office Box 3404, Modesto, CA 95353-3404

Phone 209.525.8333 Fax 209.544.6226

James R. Pappas, Jr., Vice President/District Manager  
Hensel Phelps Construction Co.  
226 Airport Parkway, Suite 150  
San Jose, CA 95110  
[JPappas@henselphelps.com](mailto:JPappas@henselphelps.com)  
[EKim@henselphelps.com](mailto:EKim@henselphelps.com)

**Subject: Public Safety Center Expansion Projects One and Three**  
**Reference: Confidential Meetings**

Dear Mr. Pappas:

Thank you for your presentation as part of Confidential Meeting No. 1 on the Stanislaus County Public Safety Center Expansion Projects. We appreciate your team's efforts.

As promised, I am sending a letter to each finalist to clarify the County's direction on all Deviations, Exclusions and Substitutions presented by each firms no substitutions

We believe the discussion and feedback provided in the confidential meeting to all other best value ideas presented are complete. Please let me know if anything remains unclear. There is one best value idea that the County would like additional information to provide direction; Please confirm the liquidated damages will start 2 ½ months earlier in your proposal.

The Project must stay within budget and achieve the scope necessary to build these Public Safety Facilities. The County's "basis of award" will not change. However, in Confidential Meeting No. 1, the County provided to each finalist a list of additional proposal options that included high priority alternates from the proposal form. Please provide a separate proposal for these additional proposal options, including the duration for the additional proposal option prices, the alternate prices and unit prices.

In addition to the County's list of requested proposal clarifications provided at the confidential meeting. We are asking each Finalist Team to clarify the actual dimension of the proposed cells and the width of the cell door opening, as well as clarification of the door lock types, whether fully electronic or manual.

Hensel Phelps Construction Co.  
May 12, 2014  
Page 2

The following items are attached for your use in preparing a best and final proposal:

- PSC Site Plan Development (Neighborhood Plan);
- Depiction of Public Safety Center Project Two exterior and elevations (3 pages); and
- PSC Storm Drain Basin revised location dated 4-28-14.

The County will follow-up by separate cover and confirm whether fingerprinting stations will be provided by the vendor and not the Design-Build Team and Unit Price clarifications will be sent by the end of the week.

Your final confidential meeting is scheduled for 11:00 – 1:00 PM on Monday, June 2, 2014. Please check in at 1010 10<sup>th</sup> Street, 2<sup>nd</sup> Floor, Suite 2300.

Thank you again for your efforts in preparing the first confidential meeting. Please call me directly at (209) 609-4334 if you have any questions.

Sincerely,



Patricia Hill Thomas  
Chief Operations Officer

cc: Project Team  
File AO 2.1.1  
File AO 5.5.1.5

# Site plan development

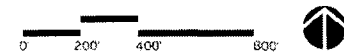
## 6.3 Preferred plan - development sites



### Key

- Reserved for detention and appropriate public safety uses only
- VB Possible visual buffer
- PI Public interface core
- 1 Drop off location with cross walk
- Bus stop relocation
- 2 Day Reporting Center zone and carve out
- Projects 1 and 3 and carve out
- 3 Potential SB1022 Re-entry and Enhanced Alternatives to Custody Training building and carve out
- 4 Future
- 5 Future Sheriff's department expansion
- 6 Future secure staff parking
- 7 Potential future visitor parking
- 8 Potential basin expansion
- 9 Future staff support facilities
- 10 Maximum security expansion zone
- 11 Medium security expansion zone
- 12 Minimum security zone
- 13 Future vocational/industrial space
- 14 Possible future warehouse facility. Potential locations
- VS Vegetative screening
- 15 Retention basin impacted by site plan
- 15b Possible relocation area for basin

Future Public Safety expansion/uses not yet identified can be located within the 100 acres reserved for detention and appropriate public safety uses.



# DAY REPORTING CENTER

## CERES, CALIFORNIA



### VOLUME 4

## CONCEPT DRAWINGS

### DECEMBER 13, 2013

**HELLMUTH, OBATA & KASSABAUM, INC.**  
 ARCHITECTS, ENGINEERS & PLANNERS  
 ONE BUSH STREET, SUITE 200  
 SAN FRANCISCO, CA 94104



**LDA PARTNERS, LLP**  
 ASSOCIATE ARCHITECT  
 4 SOUTH CENTRAL COURT  
 STOCKTON, CA 95204



Project  
 Project #2 - Day Reporting Center

200 E. Hackett Road  
 Gilroy, CA 95020  
 Prepared For  
 County of Stanislaus  
 1010 10th Street, Suite 6800  
 Modesto, CA 95354

Contract No: 2017-002(373677.3)  
 BSCC No: 099-5730.07 | A8900 No: 09-12  
 CSFM No: 50-0005



HOK  
 One Bush St. Suite 200  
 San Francisco, CA 94104 USA  
 / +1 415 243 0555 / +1 415 862 7783

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 In Association with:



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 4 South Central Court  
 Stockton, CA 95204  
 T 209 843 0405

JH Lawler Engineering  
 Structural Engineer  
 717 16th Street, Suite 4  
 Modesto, CA 95354  
 T 209 521 1143

Miller-Pozzoni & Associates, Inc.  
 Electrical Engineer  
 900 15th Street, Suite #7  
 Modesto, CA 95354  
 T 209 575 0312

Nexus Engineering  
 Mechanical & Plumbing Engineering  
 1400 Lone Palm Avenue  
 Modesto, CA 95351  
 T 209 872 7308

AVS Engineers, Inc.  
 Security, Electronics and Fire Alarm  
 556 N. Diamond Bar Blvd, Suite 112  
 Diamond Bar, CA 91765  
 T 909 800 1400

Associated Engineering Group  
 Civil Engineer  
 4001 Technology Drive  
 Modesto, CA 95355  
 T 209 545 2300

RLA  
 Landscape Architect  
 151 N. Norton Street  
 Sonoma, CA 95070  
 T 209 532 2858

Cummins  
 Civil Engineer  
 475 Sarawee Street, Suite 740  
 San Francisco, CA 94111  
 T 415 746 3000

THIS IS A CONCEPT DRAWING

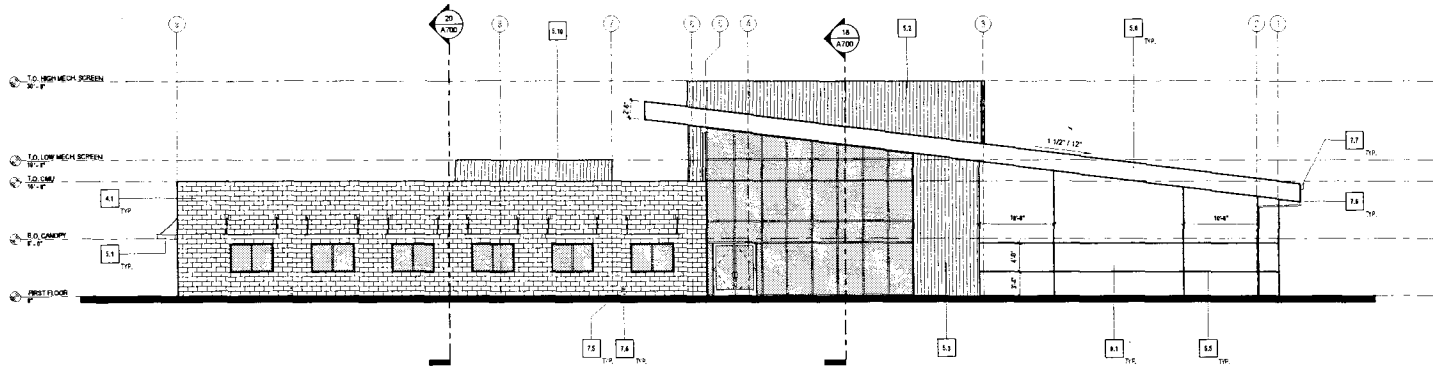
No.	Description	Date
1	ADDENDUM 1	12/13/2013

Drawn by: PR + MS      Reviewed by: EW  
 Project No: 617-G-13  
 Sheet Title:

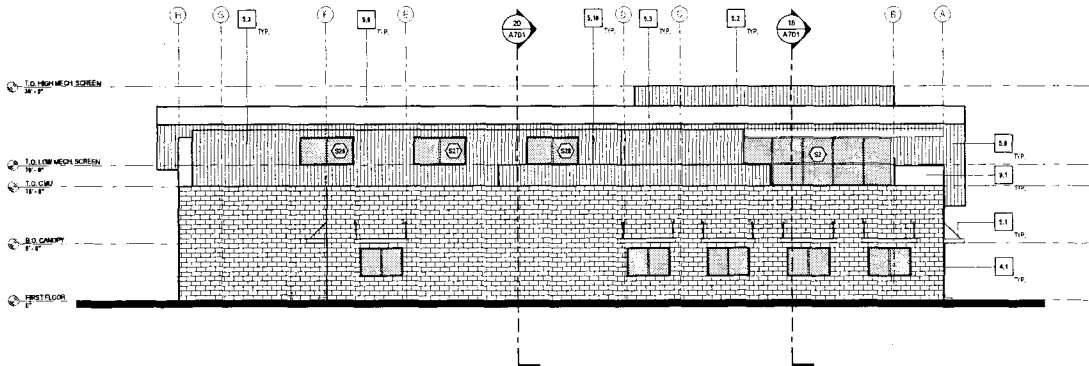
COVER SHEET

Original drawings to be 2" x 3". Do not use full contents of these drawings.  
 Sheet Number

**G000**



18  
A600  
EXTERIOR ELEVATION - EAST  
18' x 14'



20  
A600  
EXTERIOR ELEVATION - SOUTH  
18' x 14'

**KEYNOTES**

- 4.1 8\"/>



Project  
Project #2 - Day Reporting Center

200 E. Havel Road  
Orma, CA 94556  
Prepared For  
County of Stanislaus  
1010 10th Street, Suite 6800  
Modesto, CA 95204

Contract No: 2017-0023273877.3  
SSCC No: 099-5730.07 | ABS000 No: 06-12  
CSFM No: 50-0005



200  
One Bush St, Suite 200  
San Francisco, CA 94104 USA  
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In Association with



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T 209 521 1143

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Mechanical & Plumbing Engineering  
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Modesto, CA 95201  
T 209 572 7369

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Security Electronics and Fire Alarm  
220 N. Diamond Street, Suite 112  
Diamond Bar, CA 91765  
T 909 801 1420

Associated Engineering Group  
Civil Engineer  
4205 Technology Drive  
Modesto, CA 95205  
T 209 545 3300

KLA  
Landscape Architect  
151 N. Holden Street  
Sonoma, CA 95070  
T 209 522 2895

Cumming  
Civil Engineer  
475 Seneca Street, Suite 740  
San Francisco, CA 94111  
T 415 748 3000

DATE: 07/11/2017

No.	Description	Date

Drawn by: PIR - MS      Reviewed by: EW  
Project No.: 617-0-13

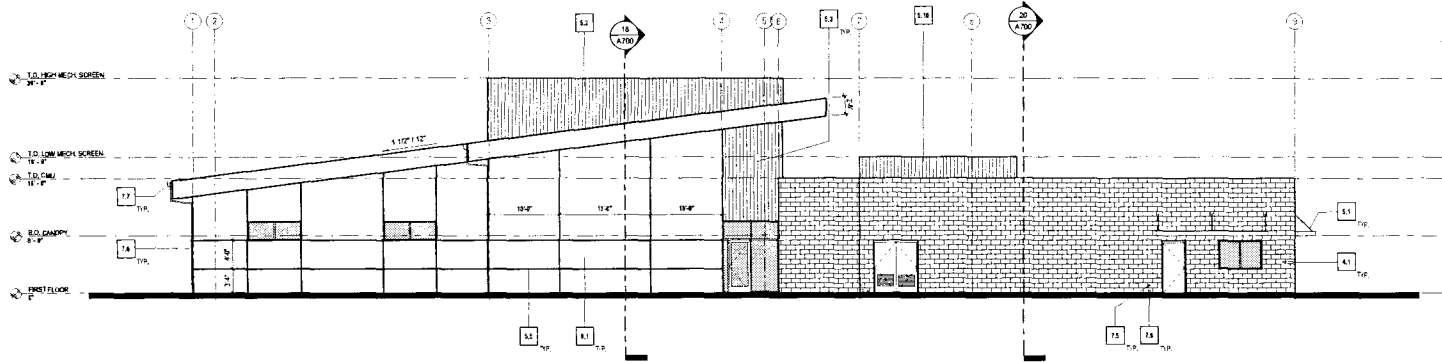
Sheet No.:

**EXTERIOR ELEVATIONS**

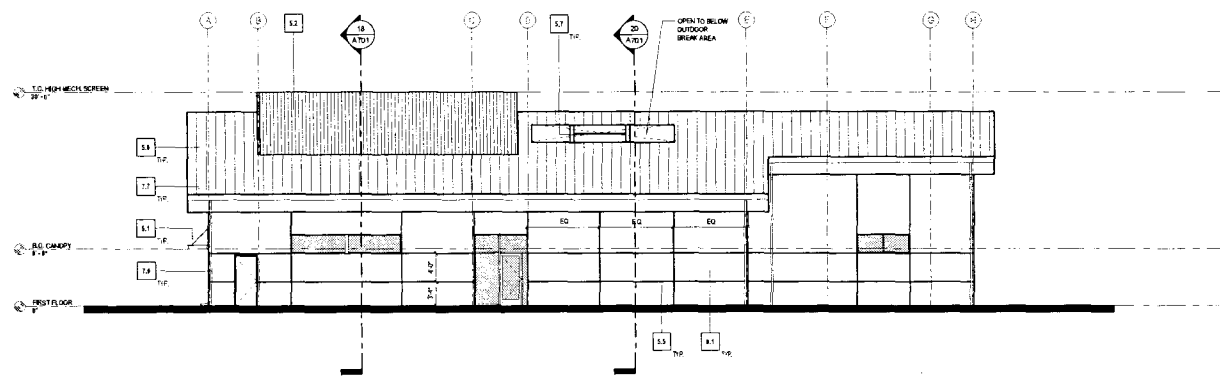
Original Issued to: 07/11/2017. It is not to be utilized if not drawing  
Sheet Number

**A600**





18 EXTERIOR ELEVATION - WEST  
1/8" = 1'-0"



20 EXTERIOR ELEVATION - NORTH  
1/8" = 1'-0"

**KEYNOTES**

- 4.1 FINISH CONCRETE UNIFORM LITE
- 4.1.1 DECORATIVE TORQUE-A ALUMINUM CLAMP
- 5.2 UPPER MESH SCREEN WALL - 1" MTL STUDS @ 16" O.C. W/ VERTICAL RIBBED METAL PANELS
- 5.3 VERTICAL RIBBED METAL PANELS
- 5.5 3/8" ALUMINUM RIVET, PRIME & PAINT TYP
- 5.9 STANDING SEAM METAL ROOF PANELS
- 5.7 SHEET METAL WRAPPED ANCHORS, INSIDE, PRIME & PAINT
- 5.19 DECORATIVE ALUMINUM B-L LOWER MESH SCREEN WALL - 1" MTL STUDS @ 16" O.C. W/ VERTICAL RIBBED METAL PANELS
- 7.5 DRYLIFT OVERFLOW @ - 12'
- 7.6 RAINWATER LEADER, CONNECT TO STORM DRAIN - REFER TO PLUMBING CON. DINGS
- 7.7 22 GA. GUTTER 1" DEEP X 4 1/2" WIDE
- 8.1 EXT. OR INT. PLASTER OVER EXT. MTL. LATH TYP.



Project  
Project #2 - Day Reporting Center

300 E. Hazard Road  
Ormae, CA 95356  
Prepared For  
County of Stanislaus  
1010 10th Street, Suite 6800  
Modesto, CA 95354

Contract No: 2017-0032373877.3  
BSCC No: 200-5730.07 | AB950 No: 09-12  
CSFM No: 50-0005



One Bush St. Suite 200  
San Francisco, CA 94104 USA  
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All drawings and specifications are the property of LDA Partners, Inc. and shall remain the property of LDA Partners, Inc. in perpetuity.



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Sonoma, CA 95370  
T 209 532 2850

Cumming  
Civil Engineer  
470 Serrano Street, Suite 740  
San Francisco, CA 94111  
T 415 748 3080

REVISIONS		
No.	Description	Date

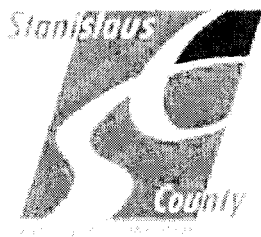
Drawn by: PR - MS      Reviewed by: EW  
Project No: 617-6-13  
Sheet Title:

**EXTERIOR ELEVATIONS**

Original issued on 04/24/2018. All rights reserved. © LDA Partners, Inc.  
Sheet Number

**A601**





CHIEF EXECUTIVE OFFICE

**Stan Risen**  
Chief Executive Officer

**Patricia Hill Thomas**  
Chief Operations Officer/  
Assistant Executive Officer

**Keith D. Boggs**  
Assistant Executive Officer

**Jody Hayes**  
Assistant Executive Officer

May 21, 2014

1010 10<sup>th</sup> Street, Suite 6800, Modesto, CA 95354  
Post Office Box 3404 Modesto, CA 95353-3404

Phone: 209 525 6353 Fax: 209 544 6226

James R. Pappas, Jr., Vice President/District Manager  
Hensel Phelps Construction Co.  
226 Airport Parkway, Suite 150  
San Jose, CA 95110  
[JPappas@henselphelps.com](mailto:JPappas@henselphelps.com)  
[EKim@henselphelps.com](mailto:EKim@henselphelps.com)

**Subject: Public Safety Center Expansion Projects One and Three**

**Reference: Confidential Meeting No. 2**

Dear Mr. Pappas:

Our team is looking forward to the upcoming Confidential Meeting No. 2 with the Hensel Phelps Team on Monday, June 2, 2014. We appreciate the time and effort you are investing in the Stanislaus County projects!

The purpose of this letter is to provide additional direction, an agenda and overview for the upcoming confidential meeting.

As I have shared with each of the finalists, it is essential that the three projects that comprise the total Stanislaus County Public Safety Center Expansion effort remain within the approved budget and achieve the agreed upon scope. While we attach an updated Proposal Form to this letter, it is important to emphasize that the County's "basis of award" will not change. We expect that your best and final proposal will include County approved Best Value Ideas and be based on and inclusive of the following:

- Bridging Document requirements;
- All approved substitutions;
- Confidential Meeting No. 01 in-person direction on best value ideas;
- County's List of Requested Proposal Clarifications handed out at Confidential Meeting No. 01;
- Direction provided to each Proposer in letters issued May 12, 2014; and
- Direction provided to each Proposer in this May 21, 2014 Letter.

**Proposal Form**

Additionally, the Proposal Form (Document 00 4200), has been updated (See Attachment A) is for your team's use in providing your best and final proposal pricing. As you will see in the updated Proposal Form, the Basis of Award remains (Items 1-7 for Project One and Items 1-6 for Project Three), but the County has re-prioritized the additive alternates and provided a separate section for the County's Additional Proposal Options as well as a description by your team of the best value proposals you will include in your base proposal. The Unit Pricing section of the Proposal Form has been revised to include price duration. Please base your pricing on the Unit Price Clarifications issued by e-mail on May 13, 2014, and attached for reference as Attachment B.

### **DX System**

In Confidential No. 1, the County expressed to all three finalists, our approval to change to a DX System for Project One. Since then, our team has given considerable thought to the quality of the variable air-volume packaged air cooled HVAC units (DX system) to our requirements for this potential change to the Bridging Documents. As a result, we are providing additional direction to each of the three Finalists that *the County is requiring equipment of high-end quality equal to that specified in Specification Section 23 62 00, Packaged Compressor and Condenser Units. Please base your DX System price on units manufactured by Mammoth, Energy Labs Inc., Alliance Air Products, and Governair.* The pricing should be included in your Base Price.

### **Fingerprinting Stations**

As a clarification, all fingerprinting stations (equipment) shown are to be Owner Furnished – Owner Installed.

### **Proposal Security**

Just as a reminder, submit an updated Proposal Security in the amount of 10% of the Total Base Prices of Projects One and Three separately with your best and final proposal.

### **W-9**

In order to pay the stipend, the County will need a W-9 from your firm. Please submit one copy with your best and final offer proposal.

### **Confidential Meeting No. 02 Agenda**

To facilitate the upcoming Confidential Meeting No. 2, we have prepared an Agenda, which is Attachment C to this letter. All deliverables listed in the Proposal Documents remain a requirement for the final submission.

Your final confidential meeting is scheduled for **11:00 AM – 1:00 PM on Monday, June 2, 2014**. As before please check in at 1010 10<sup>th</sup> Street, 2<sup>nd</sup> Floor, Suite 2300 in advance of your scheduled time.

Thank you again for your efforts and preparations, we recognize the tremendous effort being invested by the teams in this process. On behalf of the County, we are grateful for your interest and your resourcefulness. As always, please feel free to contact me directly at 209.609.4334 with any questions or concerns.

Sincerely,



Patricia Hill Thomas  
Chief Operations Officer

Enclosures: Attachment A, Document 00 4200 – Proposal Form, Revised May 21, 2014  
Attachment B, Unit Price Clarifications  
Attachment C, Confidential Meeting No. 02 Agenda  
County's List of Requested Proposal Clarifications  
County's Additional Proposal Options

cc: Project Team  
File AO 2.1.1  
File AO 5.5.1.5

Project One  
Attachment A,  
Document 00 4200  
- Proposal Form,  
- Revised May 21, 2014

DOCUMENT 00 4200

**PROPOSAL FORM**  
**Revised May 21, 2014**

Stanislaus County will receive best and final proposals at 1010 10<sup>th</sup> Street, Modesto, California 95354 on June 2, 2014 for the following public work:

COUNTY OF STANISLAUS

PUBLIC SAFETY CENTER EXPANSION

**PROJECT ONE:**

MAXIMUM SECURITY HOUSING, MEDICAL/MENTAL HEALTH HOUSING,  
HEALTH SERVICES AND SECURITY ADMINISTRATION

AND

**PROJECT THREE:**

INTAKE, RELEASE, TRANSPORTATION AND JAIL ADMINISTRATION

CERES, CALIFORNIA

**TO THE COUNTY OF STANISLAUS:** \_\_\_\_\_

**THIS PROPOSAL IS SUBMITTED BY:** \_\_\_\_\_

**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
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

**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 Supervisors, 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

- 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 ONE: MAXIMUM SECURITY HOUSING, MEDICAL/MENTAL HEALTH HOUSING,  
HEALTH SERVICES AND SECURITY ADMINISTRATION**

**PART I**

ITEM	DESCRIPTION (PROJECT ONE)	PRICE
1.	Base Price	\$
2.	Allowance: Project One	\$ 90,000.00
3.	Allowance: Owner's Construction Trailer	\$ 125,000.00
<b>Total Base Price</b>	<b>Sum of Items 1, 2 &amp; 3 (To score 20 points, the Total Base Price cannot exceed \$64,643,309, including design fees. <u>Only the Proposer</u> with the lowest Total Base Price will be awarded an additional 5 points.)</b>	\$

Total Project One Base Price (in words): \_\_\_\_\_  
(Words)

**PART II**

ITEM	DEDUCTIVE ALTERNATE DESCRIPTION (PROJECT ONE)	PRICE	Subtotal Items 1 - 4
4.	1D.AR01 Eliminate Food Service Equipment at Staff Cafeteria Kitchen / Servery	(\$ )	
<b>SUBTOTAL ITEMS 1 - 4</b>			\$

**PART III**

ITEM	ADDITIVE ALTERNATE DESCRIPTIONS IN ORDER OF PRIORITY (PROJECT ONE)	PRICE	Grand Total Items 1 - 7
5.	1A.SE01 Upgrades to Existing Public Safety Center PLC Electronics and Integration into New Central Control	\$	
6.	1A.FA01 Relocation of Existing Fire Alarm Annunciators in Existing Central Control into New Central Control	\$	
7.	1A.AR04 240-Bed Maximum Housing Unit	\$	
<b>BASIS OF AWARD - GRAND TOTAL ITEMS 1 - 7</b>			\$

*Each Proposer whose Grand Total for Items 1 - 7 is within the \$64,643,309 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 for Items 1 - 7.*

**PART IV**

ITEM	HIGH PRIORITY ADDITIVE ALTERNATE DESCRIPTIONS (PROJECT ONE)	PRICE	PRICING DURATION (MONTH/DAY/YEAR)
8.	1A.AR01 Replace Inmate Cell Swing Doors with Slider Doors	\$	
<b>SUBTOTAL ITEMS 1 - 8</b>		\$	



ITEM	REMAINING ADDITIVE ALTERNATE DESCRIPTIONS (PROJECT ONE)	PRICE	PRICING DURATION (MONTH/DAY/YEAR)
9.	1ACV02 Add 6" Curbing Around the Perimeter of the Employee Parking Lot	\$	
10.	1A.CV01 Fire Access Roadway Paving Section	\$	
11.	1A.LS01 Add 100% of the Shrub/Groundcover Planting	\$	
12.	1A.AG01 Rooftop Signage	\$	
13.	1A.TX01 Telecom Outlets Box & Conduit Stub	\$	
14.	1A.AR02 Staff Dining Patio Trellis	\$	
15.	1A.AR03 Anti-Graffiti Coating	\$	

**PART V**

ITEM	COUNTY'S ADDITIONAL PROPOSAL OPTIONS (PROJECT ONE)	PRICE	PRICING DURATION (MONTH/DAY/YEAR)
OPT 1	Revise the storm drain basin as listed in Addendum No. 6 to the new location and requirements as shown in Associated Engineering concept design dated 4/28/14.	\$	
OPT 2	Revise the HVAC system for Project One as listed in the Bridging Documents from air cooled chillers and rooftop variable air-volume air handlers to high-end quality variable air-volume packaged air cooled HVAC units with energy efficient components as listed for the chiller/air handler systems.	\$	
OPT 3	Provide weatherized boiler components and controls in lieu of providing a canopy over the two boilers.	\$	
OPT 4	Revise the full service dining area and kitchen requirements and replaced the area to a small warming kitchen and dining area within the same floor area. Revise the rough-in requirements to meet the new requirements. Include a free standing gas range with convection oven and overhead range hood, two high capacity microwaves, one large industrial refrigerator, freezer, small commercial dishwasher, large dual kitchen sink with garbage disposal, electric five foot SS hot steam table, five foot SS salad bar, standard industrial ice maker, ice and water dispenser. Exclude the FF&E room furniture.	\$	
OPT 5	Change the primary/secondary chilled water pumping design requirements to primary pumps only with variable speed pumping.	\$	
OPT 6	Provide the code required Special Code Inspection services, as required for your proposed design requirements.	\$	
OPT 7	Provide the Geotechnical Soils Report, as required for your proposed foundation design requirements.	\$	

**PART VI**

Create a separate document labeled "**Project One PART VI, Bridging Document Variations and Best Value**", disclose and technically describe all those Best Value Components submitted and used in your Best and Final Proposal. Disclose and describe any further variations from the bridging documents that were submitted in your Best and Final Proposal.

**PART VII**

**Break Out of Architect of Record Fees**

DESCRIPTION (PROJECT ONE)	PRICE
Architect of Record Fees	\$

**PROJECT THREE: INTAKE, RELEASE, TRANSPORTATION, JAIL ADMINISTRATION**

**PART I**

ITEM	DESCRIPTION (PROJECT THREE)	PRICE
1.	Base Price	\$
2.	Allowance: Project Three	\$ 50,000.00
<b>Total Base Price</b>	<i>Sum of Items 1 &amp; 2 (To score 20 points, the Total Base Price cannot exceed \$17,750,000, including design fees. <b>Only the Proposer</b> with the lowest Total Base Price will be awarded an additional 5 points.)</i>	\$

**Total Project Three Base Price (in words):** \_\_\_\_\_  
(Words)

**PART II**

ITEM	ADDITIVE ALTERNATE DESCRIPTION (PROJECT THREE)	PRICE	Grand Total Items 1 - 6
3.	3A.AR12 Sliders at Sally Port 1.17	\$	
4.	3A.AR02 Inmate Holding Cell Slider Doors	\$	
5.	3A.AR06 Replace Fixed Shelving with High Density Storage	\$	
6.	3A.EL01 Power Provisions Within Staff Lockers	\$	
<b>BASIS OF AWARD - GRAND TOTAL ITEMS 1 - 6</b>			\$
<p><i>Each Proposer whose Grand Total for Items 1 - 6 is within the \$17,750,000 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 for Items 1 – 6.</i></p>			

**PART III**

ITEM	HIGH PRIORITY ADDITIVE ALTERNATE DESCRIPTION (PROJECT THREE)	PRICE	PRICING DURATION (MONTH/DAY/YEAR)
7.	3A.AR01 Roof Pop Up / Clerestory at Intake	\$	
8.	3A.AR11 Enclosed Vehicle Sallyport at Intake/Transport Parking Lot	\$	
11.	3A.AR03 Clerestory at Staff Lockers	\$	
12.	3D.AR09 Increase Window Area	\$	
13.	3A.AR07 Metal Panel at Entry Façade	\$	
14.	3D.AR10 Increase Storefront Area	\$	

ITEM	REMAINING ADDITIVE ALTERNATE DESCRIPTION (PROJECT THREE)	PRICE	PRICING DURATION (MONTH/DAY/YEAR)
9.	3D.LS06 Addition of Wall at the Release Area	\$	
10.	3A.AR02 Skylights at Jail Administration and Staff Support	\$	
15.	3D.AR08 Canopy at Boilers	\$	
16.	3D.LS04 Addition of Steel Trellis	\$	
17.	3D.LS05 Addition of Screen Wall at Employee Patio	\$	
18.	3A.LS01 Add 100% of the Shrub/Groundcover Planting	\$	
19.	3A.LS02 Replace Precast Concrete "Cubes" with Raised Concrete Planters	\$	
20.	3A.LS03 Add Additional Turf and Irrigation in Northwest Corner of Site	\$	
21.	3A.TX01 Telecom Outlets Box & Conduit Stub	\$	
22.	3A.CV01 Fire Access Roadway Paving Section	\$	
23.	3A.AG01 Rooftop Signage	\$	
24.	3A.AR04 Anti-Graffiti Coating	\$	

**PART IV**

ITEM	DEDUCTIVE ALTERNATE DESCRIPTION (PROJECT THREE)	PRICE	PRICING DURATION (MONTH/DAY/YEAR)
25.	3D.AR01 Sliders at Sally Ports	(\$ )	
26.	3D.AR05 Reduce Entry Façade Height	(\$ )	
27.	3D.AR03 North-South 17' Building Length Reduction	(\$ )	

**PART V**

ITEM	COUNTY'S ADDITIONAL PROPOSAL OPTIONS (PROJECT THREE)	PRICE	PRICING DURATION (MONTH/DAY/YEAR)
OPT 1	Provide weatherized boiler components and controls in lieu of providing a canopy over the two boilers.	\$	
OPT 2	Provide the code required Special Code Inspection services, as required for your proposed design requirements.	\$	
OPT 3	Provide the Geotechnical Soils Report, as required for your proposed foundation design requirements.	\$	

**PART VI**

Create a separate document labeled "**Project Three PART VI, Bridging Document Variations and Best Value**", disclose and technically describe all those Best Value Components submitted and used in your Best and Final Proposal. Disclose and describe any further variations from the bridging documents that were submitted in your Best and Final Proposal.

**PART VII**

**Break Out of Architect of Record Fees**

<b>DESCRIPTION (PROJECT THREE)</b>	<b>PRICE</b>
Architect of Record Fees	\$

**PROJECTS ONE AND THREE:**

ITEM	UNIT PRICE DESCRIPTION	PRICE	PRICING DURATION (MONTH/DAY/YEAR)
28.	24" Box Trees	\$	
29.	15 gallon trees	\$	
30.	5 gallon shrubs	\$	
31.	1 gallon shrubs/vines	\$	
32.	Turf sod (per square foot)	\$	
33.	Decomposed granite (per square foot)	\$	
34.	Medium Security General Purpose Receptacle	\$	
<del>35.</del>	<del>Security Electronics specified in Contract Documents</del>	Not Applicable	
36.	Fixed Camera	\$	
37.	PTX Camera	\$	
38.	Intercom Station	\$	
39.	Duress alarm station	\$	
40.	Video monitor	\$	
41.	Paging speaker (wall mounted)	\$	
42.	Paging speaker (ceiling mounted)	\$	
43.	Card reader	\$	
44.	Touchscreen monitor	\$	
45.	Door open push button	\$	
46.	PoE network switch	\$	
47.	One complement of telecom cabling, type "A2"	\$	
48.	One complement of telecom cabling, type "A4"	\$	

**PROJECTS ONE AND THREE**

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

ITEM	DESCRIPTION	PRICE
49.	Hourly Rate for Architect	\$
50.	Hourly Rate for Engineer	\$

- 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 Prices of Projects One and Three separately** 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).

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

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

\_\_\_\_\_  
 [Name of Contractor]

By: \_\_\_\_\_

Title: \_\_\_\_\_

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: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

E-Mail Address:: \_\_\_\_\_

Date of Proposal: \_\_\_\_\_

**END OF DOCUMENT**

**Project One**  
**Attachment B**  
**Unit Price Clarifications**



**Stanislaus County Public Safety Center Expansion Projects One and Three  
UNIT PRICE CLARIFICATIONS:**

<b>ITEM</b>	<b>UNIT PRICE DESCRIPTION</b>	<b>CLARIFICATION</b>
28.	24" Box Trees	<i>Includes the material cost and installation costs of the tree including digging the tree pit as well as the various components required such as stakes, soil amendments, fertilizer, and plant tabs. Root barriers and Irrigation for the trees and maintenance should be included in separate line item costs.</i>
29.	15 gallon trees	<i>See Item #28 above.</i>
30.	5 gallon shrubs	<i>Includes the material cost and installation costs of the shrub including digging the pit as well as the various components required such as soil amendments, fertilizer, and plant tabs. Irrigation for the shrubs and maintenance should be included in separate line item costs.</i>
31.	1 gallon shrubs/vines	<i>See Item #30 above.</i>
32.	Turf sod (per square foot)	<i>Includes the material, delivery, and installation (labor) costs for installing the sod. Irrigation and maintenance should be included in separate line item costs. If the cost of soil amendments for the sod area is included with this line item then state so in the line item title (such as 'Turf sod and soil amendments'). Edging of sod (turf limit line) should be included as a separate line item.</i>
33.	Decomposed granite (per square foot)	<i>Includes the material, delivery, and installation and rolling (labor) costs for installing the Decomposed Granite (DG) and the 'Stabilizer' hardener that is to be mixed in prior to installation. Maintenance should be included in separate line item cost. Edging of DG should be included as a separate line item.</i>
34.	Medium Security General Purpose Receptacle	<i>Heavy duty 20A duplex receptacle, 14-gauge brushed stainless steel security wall plate with security fasteners, device box, 20' of conduit and conductors.</i>
35.	<del>Security Electronics specified in Contract Documents</del>	<i>N/A</i>
36.	Fixed Camera	<i>Includes installation of camera &amp; mount, 150' of conduit/wiring, CCTV programming, PLC/HMI touchscreen integration &amp; programming. Unit cost shall also include all engineering, testing, &amp; warranty -- a full turnkey installation.</i>
37.	PTX Camera	<i>Includes installation of camera &amp; mount, 150' of conduit/wiring, CCTV programming, PLC/HMI touchscreen integration &amp; programming. Unit cost shall also include all engineering, testing, &amp; warranty -- a full turnkey installation.</i>
38.	Intercom Station	<i>Includes installation of intercom, 150' of conduit/wiring, intercom programming, PLC/HMI touchscreen integration &amp; programming. Unit cost shall also include all engineering, testing, &amp; warranty -- a full turnkey installation.</i>

ITEM	UNIT PRICE DESCRIPTION	CLARIFICATION
39.	Duress alarm station	<i>Includes installation of duress station, 150' of conduit/wiring, PLC/HMI touchscreen integration &amp; programming. Unit cost shall also include all engineering, testing, &amp; warranty -- a full turnkey installation.</i>
40.	Video monitor	<i>Includes installation of monitor &amp; mount, CCTV programming, PLC/HMI touchscreen integration &amp; programming. Unit cost shall also include all engineering, testing, &amp; warranty -- a full turnkey installation.</i>
41.	Paging speaker (wall mounted)	<i>Includes installation of speaker, 30' of conduit/wiring, paging programming, PLC/HMI touchscreen integration &amp; programming. Unit cost shall also include all engineering, testing, &amp; warranty -- a full turnkey installation.</i>
42.	Paging speaker (ceiling mounted)	<i>Includes installation of speaker, 30' of conduit/wiring, paging programming, PLC/HMI touchscreen integration &amp; programming. Unit cost shall also include all engineering, testing, &amp; warranty -- a full turnkey installation.</i>
43.	Card reader	<i>Includes installation of card reader, 150' of conduit/wiring, access control programming. Unit cost shall also include all engineering, testing, &amp; warranty -- a full turnkey installation.</i>
44.	Touchscreen monitor	<i>Includes installation of monitor &amp; mount, PLC/HMI touchscreen integration &amp; programming. Unit cost shall also include all engineering, testing, &amp; warranty -- a full turnkey installation.</i>
45.	Door open push button	<i>Includes installation of push button, 150' of conduit/wiring, PLC/HMI touchscreen integration &amp; programming. Unit cost shall also include all engineering, testing, &amp; warranty -- a full turnkey installation.</i>
46.	PoE network switch	<i>Includes installation of switch, PLC/HMI touchscreen integration &amp; programming. Unit cost shall also include all engineering, testing, &amp; warranty -- a full turnkey installation.</i>
47.	One complement of telecom cabling, type "A2"	<i>Unit price shall include 2 cables (presume 150' for the sake of unit pricing) from the telecomm room to the outlet, 2 ports of a patch panel (in the Telecom Room) (presume another patch panel is not required for the sake of unit pricing), 1 data patch cord (in the Telecom Room), rough-in (at the outlet), 1 faceplate (at the outlet), 2 jacks (at the outlet), 1 data patch cord (at the outlet), all labeling (cables, faceplates, jacks, panel ports), testing (both links); Unit price shall not include primary and secondary pathways (such as cable tray, sleeves through walls, cable hangers, conduit).</i>
48.	One complement of telecom cabling, type "A4"	<i>Unit price shall include 4 cables (presume 150' for the sake of unit pricing) from the telecom room to the outlet, 4 ports of a patch panel (in the Telecom Room) (presume another patch panel is not required for the sake of unit pricing), 1 data patch cord (in the Telecom Room), rough-in (at the outlet), 1 faceplate (at the outlet), 4 jacks (at the outlet), 1 data patch cord (at the outlet), all labeling (cables, faceplates, jacks, panel ports), testing (both links); Unit price shall not include primary and secondary pathways (such as cable tray, sleeves through walls, cable hangers, conduit).</i>

Project One  
Attachment C  
Confidential Meeting No. 02  
Agenda

*Stanislaus County*  
*Public Safety Center Expansion Projects One and Three*  
*Confidential Meeting No. 02*

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*June 2, 2014*

*Agenda*

- I. Welcome and Introductions..... Patricia Hill Thomas
  
- II. Meeting Expectations..... Patricia Hill Thomas
  
- III. Best and Final Design Presentation ..... D-B Team
  - a. Response to County’s List of Requested Proposal Clarifications
  
  - b. Pricing Proposal Presentation
  
  - c. Response to County’s Additional Proposal Options
  
- IV. Questions and Answers..... All
  
- V. Wrap-Up ..... Patricia Hill Thomas

# County's List of Requested Proposal Clarifications



*Public Safety Center Expansion  
Projects One and Three  
Confidential Meeting No. 01*

*County's List of Requested Proposal Clarifications*

**Project One:**

1. Establish the design fees included in your design build proposal for Project One.
2. Provide your construction approach for the new exterior wall penetration between the new inter-connecting corridor and the existing main jail secured central corridor, which must maintain all jail operational security requirements 24/7.
3. Provide your construction approach for the work required in the existing main jail central control, security control room 155, and the jail phone EMPO room 105 while maintaining 24/7 security requirements.
4. It is important to the County that Project One and Project Three are compliant with the Architectural aesthetics described in the Criteria Documents. It is acceptable to use a different construction assembly than the basis of design material (CMU). Please note there are some building areas that are more important than other building areas. The "back of house" spaces like the housing units do not need to have the same architectural quality as the "front of house" spaces. The "front of house" includes 1) the northern face of Building E and; 2) the main entry including the area immediately surrounding the main entry of Building E. This front of house area should be designed and built with a deliberate and dignified architectural treatment.
5. Describe how and where your team will improve sightlines and circulation from the existing plan.
6. What is your clear floor to ceiling height within the jail cells?
7. List the major equipment that you will be including for the HVAC, plumbing, electrical, security, detention, audio-visual, low voltage, etc.
8. What approach and design requirements were included for the DDC energy management HVAC control system?
9. Confirm your proposal included a domestic water softening system and its capacity.
10. Clarify your approach for a quality control and quality assurance program. How will your team document daily quality issues?
11. Is your underground building sewer system per the layout shown in the Bridging Documents?
12. Confirm the scope included in your proposal for systems commissioning as required by the 2013 California Building Codes. Describe all systems included for commissioning.
13. Confirm your scheduled start date approach to relocate and install the utilities as related to the excavation requirements for the building foundation scope of work.

**Project Three:**

1. Establish the design fees included in your design build proposal for Project Three.
2. List the major equipment that you will be including for the HVAC, plumbing, electrical, security, detention, audio-visual, low voltage, etc.
3. Identify the scope included in your base proposal for the Metal Panel Entry Façade.
4. It is important to the County that Project One and Project Three are compliant with the Architectural aesthetics described in the Criteria Documents. It is acceptable to use a different construction assembly than the basis of design material (CMU). Please note there are some building areas that are more important than other building areas. The “back of house” spaces like the housing units do not need to have the same architectural quality as the “front of house” spaces. The “front of house” includes 1) the northern face of Building E and; 2) the main entry including the area immediately surrounding the main entry of Building E. This front of house area should be designed and built with a deliberate and dignified architectural treatment.
5. What approach and design requirements were included for the DDC energy management HVAC control system?
6. Confirm your proposal included a domestic water softening system and its capacity.
7. Clarify your approach for a quality control and quality assurance program. How will your team document daily quality issues?
8. Confirm the scope included in your proposal for systems commissioning as required by the 2013 California Building Codes. Describe all systems included for commissioning.
9. Confirm your scheduled start date approach to relocate and install the utilities as related to the excavation requirements for the building foundation scope of work.



# County's Additional Proposal Options





*Public Safety Center Expansion  
Projects One and Three  
Confidential Meeting No. 01  
County's Additional Proposal Options*

**Project One:**

1. Provide a separate cost proposal to revise the storm drain basin as listed in Addendum No. 6 to the new location and requirements as shown in Associated Engineering concept design dated 4/28/14.
2. Provide a separate cost proposal to revise the HVAC system for Project One as listed in the Bridging Documents from air cooled chillers and rooftop variable air-volume air handlers to high-end quality variable air-volume packaged air cooled HVAC units with energy efficient components as listed for the chiller/air handler systems.
3. Provide a separate cost proposal to provide weatherized boiler components and controls in lieu of providing a canopy over the two boilers.
4. Provide a separate cost proposal to revise the full service dining area and kitchen requirements and replaced the area to a small warming kitchen and dining area within the same floor area. Revise the rough-in requirements to meet the new requirements. Include a free standing gas range with convection oven and overhead range hood, two high capacity microwaves, one large industrial refrigerator, freezer, small commercial dishwasher, large dual kitchen sink with garbage disposal, electric five foot SS hot steam table, five foot SS salad bar, standard industrial ice maker, ice and water dispenser. Exclude the FF&E room furniture.
5. Describe the construction of the Tier Floor Structural design.
6. Define your design and function for the smoke control system as required by Code and the State Fire Marshal.
7. Provide a separate cost proposal to change the primary/secondary chilled water pumping design requirements to primary pumps only with variable speed pumping.
8. Provide a separate cost proposal to provide the code required Special Code Inspection services, as required for your proposed design requirements.
9. Provide a separate cost proposal to provide the Geotechnical Soils Report, as required for your proposed foundation design requirements.

**High Priority Alternates from Proposal Form:**

1A.AR01 Replace Inmate Cell Swing Doors with Slider Doors

**Project Three:**

1. Provide a separate cost proposal to provide weatherized boiler components and controls in lieu of providing a canopy over the two boilers.
2. Provide a proposal to include the additional cost for the code required Special Code Inspection services, as required for your proposed design requirements.
3. Provide a proposal to include the additional cost for the Geotechnical Soils Report, as required for your proposed foundation design requirements

**High Priority Alternates from Proposal Form:**

3A.AR01 Roof Pop Up / Clerestory at Intake

3A.AR11 Enclosed Vehicle Sallyport at Intake / Transport Parking Lot

3D.LS06 Addition of Wall at the Release Area

3A.AR03 Clerestory at Staff Lockers

3D.AR09 Increase Window Area

3A.AR07 Metal Panel at Entry Façade

3D.AR10 Increase Storefront Area

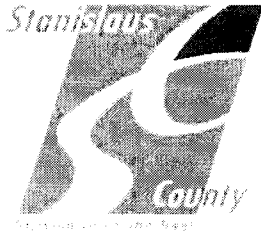
**From:** Teresa Vander Veen  
**To:** Hill Thomas, Patricia; droach@balfourbeattyus.com; ecory@mccarthy.com; ekim@henselphelps.com; jpappas@henselphelps.com; rheeter@mccarthy.com  
**CC:** Lomeli, Leticia  
**Date:** 5/23/2014 3:04 PM  
**Subject:** Public Safety Center Expansion Project One and Three - Slider Locks  
**Attachments:** Clarification of Slider Lock Requirements, 5.22.14.pdf

Good afternoon,

Please see the attached letter from Patty regarding Clarification of Slider Lock Requirements. As usual, please contact her directly with any questions by e-mail at thomasp@stancounty.com or by phone at 209.604.4334.

Have a great weekend!

Teresa Vander Veen  
Confidential Assistant  
Stanislaus County Capital Projects  
209-525-4380  
vandrvnt@stancounty.com



CHIEF EXECUTIVE OFFICE

**Stan Risen**  
Chief Executive Officer

**Patricia Hill Thomas**  
Chief Operations Officer/  
Assistant Executive Officer

**Keith D. Boggs**  
Assistant Executive Officer

**Jody Hayes**  
Assistant Executive Officer

May 22, 2014

1010 10<sup>th</sup> Street, Suite 6600, Modesto, CA 95354  
Post Office Box 3404, Modesto, CA 95353-3404

Phone: 209.525.6333 Fax: 209.544.6206

**To: Balfour Beatty Construction  
Hensel Phelps Construction Co.  
McCarthy Building Companies, Inc.**

**Subject: Public Safety Center Expansion Projects One and Three**  
**Reference: Clarification of Slider Lock Requirements**

Dear All:

On behalf of the Stanislaus Team, we are issuing an additional clarification for the Public Safety Center Expansion Projects. Our objective is to disclose this further clarification now as each of your teams prepares your best and final proposals.

This clarification is issued to document the requirement for all base scope of work inmate cell slider door operations. All inmate cell slider doors are to be electric motor driven sliders (Lock-4) operated to allow the doors to automatically slide open or closed from central control. In addition, this is also the requirement for the inmate cell slider doors listed as:

- Alternate Item 1A.A401 shown in the revised May 21, 2014 proposal form for Project One, Part IV, Item No. 8; and
- Alternate Item 3A.AR12 shown in the revised May 21, 2014 proposal form for Project Three, Part II, Item No. 3.

We look forward to the upcoming Confidential Meeting No. 2 with each of your teams. As always, please feel free to contact me directly at 209.609.4334 if you have any questions or concerns. Thank you.

Sincerely,

Patricia Hill Thomas  
Chief Operations Officer  
cc: Project Team  
File AO 2.1.1  
File AO 5.5.1.5

**From:** Gino Colacchia  
**To:** droach@balfourbeattyus.com; ecory@mccarthy.com; ekim@henselhelps.com; jpappas@henselhelps.com; rheeter@mccarthy.com  
**CC:** David Crotty; Joseph O'Niell; Mark Loeser; Patricia Hill Thomas; Teresa Vander Veen  
**Date:** 5/28/2014 5:31 PM  
**Subject:** URGENT - PSC Projects One and Three - Scope Clarifications

To all Proposers:

Stanislaus County received the five slider questions as listed below from one of the finalists. The HOK responses are in red, bold and underlined type below each question. This supercedes the information that was issued by letter on May 23, 2014. Please incorporate these clarifications in your best and final proposal due on June 2nd.

Base Bid Project 1 – is it the intention for all sliders currently in the base bid to be Lock-4 or just the inmate cell sliders?  
**Inmate cell sliders should be lock 5 Corridors and Sallyport sliders should be lock 4.**

Base Bid Project 3 - is it the intention for all sliders in the base bid to be Lock-4 or just the inmate cell sliders?  
**Inmate cell sliders should be lock 5 Corridors and Sallyport sliders should be lock 4.**

Alternate 1A.A401 Replace Inmate Cell Swing Doors with Slider Doors – Verify Lock-4 is to be used at these 247 openings.  
**Inmate Cells should be lock 5.**

Alternate 3A.AR12 Add Sliders at Sally Port 1.17 – Verify Lock-4 is to be used at these openings.  
**Sallyport and Corridor Sliders Should be Lock 4.**

Alternate 3A.AR02 Inmate Holding Cell Slider Doors – This letter does not refer to this Alternate. The answer to question #7 of Addendum #5 states that these openings are to be Lock-5. Please verify if this is still correct or if these openings are to be changed to Lock-4 also.  
**Cell doors that are sliders should be lock 5.**

Please contact Patricia directly if you have any further questions.

Gino Colacchia  
Senior Construction Manager  
email: COLACCHIAG@stancounty.com  
Cell: 209-652-0130

## Annex 3

**Annex 3**

**Clarifications to Hensel Phelps June 2, 2014 Best and Final Proposal**

Hensel Phelps confirms the following:

1. The height of glazing between the dayrooms and the exercise yards shall be full height, typical.
2. All engineering design load requirements shall be based on the Hensel Phelps design engineers' actual required load calculations, not the preliminary loads listed in the Bridging Documents.
3. The nurse work station at the 15-bed sheltered housing area can be designed to meet the State Fire Marshal requirements to allow viewing of all patient rooms and hallways.
4. The cell height floor to ceiling of 8'-8" will allow surface mounted light fixture clearance per BSCC requirements.
5. Project No. One Part IV Proposal Item No. 8 scope of work for the inmate cell sliders doors are manual operation (kick type). Hensel Phelps has provide the County with an estimate of \$355,000 to change the Project One inmate cell slider doors from manual operation (kick type) to automatic operation (fully mechanized).
6. The locker requirement in the Project No. 3 wall shall be designed to include the building area required to allow the specified 18" wide lockers to be installed. HP and Dewberry shall work out solutions with the County to look at different program areas to meet this need and fine tune and massage various room sizes.
7. The required fire protection standpipes will meet the State Fire Marshal requirements.
8. The "Dual Temperature Piping" for the domestic hot water will meet the State Fire Marshal and OSHPD requirements.
9. The domestic cold water piping that is located outside of the insulated envelope on walls, attic spaces, unheated spaces, equipment rooms, etc. shall be insulated.
10. The base scope of work for the revised kitchen shall be for a "warming kitchen" and will include all required infrastructure and rough-in requirements. Hensel Phelps has confirmed that the additional price for the equipment for the warming kitchen is \$125,000. Although sometimes included as equipment in a typical warming kitchen, Hensel Phelps' price excludes the following list of equipment: hand sink/prep sink, dry storage shelving, wall shelving, work tables, cashier stations.
11. The following are the total gross square footages for Projects One and Three per the Hensel Phelps proposal:

a. Project One

i. Building A Total Gross SF:	21,605
ii. Building B Total Gross SF:	29,727
iii. Building C First Floor Gross SF:	33,110
Building C tier Level Gross SF:	10,784
-----	
Building C Total Gross SF:	43,894
iv. Building D First Floor Gross SF:	30,161
Building D Tier Level Gross SF:	10,784

- 
- |                             |         |
|-----------------------------|---------|
| Building D Total Gross SF:  | 40,945  |
| Total Project One Gross SF: | 136,171 |
- b. Project Three
- i. Building E Total Gross SF: 33,710
  - c. Total Project (Projects One and Three) Gross SF: 169,881
12. The County prefers the “smoke control system” to be designed around a mechanical exhaust fan system at the roof in lieu of using a smoke pressurization fans system. Hensel Phelps confirms that the exhaust smoke control system can be included at no additional cost.
  13. The landscaping scope of work is included in the base scope of work for Project No. 1.
  14. Cell doors shall have a clear opening width for a slider as required to meet Codes.
  15. Cell doors shall have a clear opening height for a slider as required to meet Codes.
  16. Hensel Phelps shall confirm with County personnel the acceptability of all Housing Unit layout sight lines prior to completion of design and submission to State Fire Marshal.
  17. The County does not like the use of stained concrete at the base of the precast concrete walls for Project Three and seeks instead a no cost option between the synthetic stucco option and a metal treatment. The County understands that synthetic stucco is EIFS, which is not acceptable to the County. Hensel Phelps’ design-build team shall provide the County with options that reflect the quality the County is seeking, and accomplish the finish the County wants in order to create a civic feel at the campus.
  18. With respect to the circulation for Project Three, the main access point is to the back of building, due to reduced square footage in of building. Hensel Phelps shall review with Sheriffs’ staff operationally how cross over traffic impacts day to day operations within the building.
  19. The option to revise the entry façade at Project No. 3 from Synthetic Stucco to quality metal panels is priced at an added cost of \$233,000.



## Annex 4

# Stanislaus County

## Planning and Community Development

1010 10th Street, Suite 3400  
Modesto, CA 95354

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

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## 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 10<sup>th</sup> 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.**

**IX. HYDROLOGY AND WATER QUALITY**

**No. 5 Mitigation Measure:** Pursuant to NPDES requirements, development project applicants in the Plan area shall develop a SWPPP to protect water quality during and after construction. Prior to construction, the County or their contractor shall file with the State Water Resources Control Board a Notice of Intent to comply with the General Permit for Storm Water Discharges Associated with Construction Activities (General Permit) under the NPDES regulations, and comply with the requirements of the permit to minimize pollution to storm water discharge during construction activities.

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 Public Works **and Stanislaus County Public Works Department.**

**No. 6 Mitigation Measure:** Implement BMPs for Protection of Groundwater Quality and Supply. To the extent feasible, the County shall provide storm water management measures to maximize on-site infiltration of runoff from public facility and open space areas. Possible measures include design and construction of pervious surface areas, and infiltration swales and basins.

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 Public Works **and Stanislaus County Public Works Department.**

**No. 7 Mitigation Measure:** A Grading and Drainage Plan with engineering calculations shall comply with State of California or City of Ceres' Standards and be approved or found to be acceptable prior to construction.

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 Public Works **and Stanislaus County Public Works Department.**

**XII. NOISE**

**No. 8 Mitigation Measure:** Noise levels at residential property lines from non-residential development shall be maintained within the City of Ceres Noise Limits. To the extent possible, noise barriers, equipment screens, fan sound attenuators, and other standard noise controls shall be incorporated into building design as necessary.

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 **Planning Department** /Public Safety **and Stanislaus County Planning Department.**

**No. 9 Mitigation Measure:** During construction, the measures defined by the West Landing Specific Plan EIR Mitigation Measures Noise-4 and Noise-5 shall be implemented where applicable and where feasible to reduce noise and vibration impacts to adjacent residential neighborhoods.

Who Implements the Measure: Applicant.

When should the measure be implemented: During construction of the multi-purpose building.

When should it be completed: At any time construction takes place.

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

Other Responsible Agencies: City of Ceres Planning Department/**Public Safety and Stanislaus County Planning Department.**

**XVI. TRANSPORTATION/TRAFFIC**

**No. 10 Mitigation Measure:** Prior to construction being initiated, the County and City of Ceres will coordinate for the project to participate in the local traffic impact fee developed as part of Amendment #1 to the West Landing Specific Plan Public Facilities Financing Plan. The local impact fee was determined to be \$840 per peak PM hour trip. As the Public Safety Center is estimated to generate an additional 120 peak PM trips, the total local impact fee associated with this project is expected to be approximately \$108,000. This mitigation may be phased in as the project develops **provided that fees are received by the City of Ceres prior to occupancy of any building.**

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. 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.**

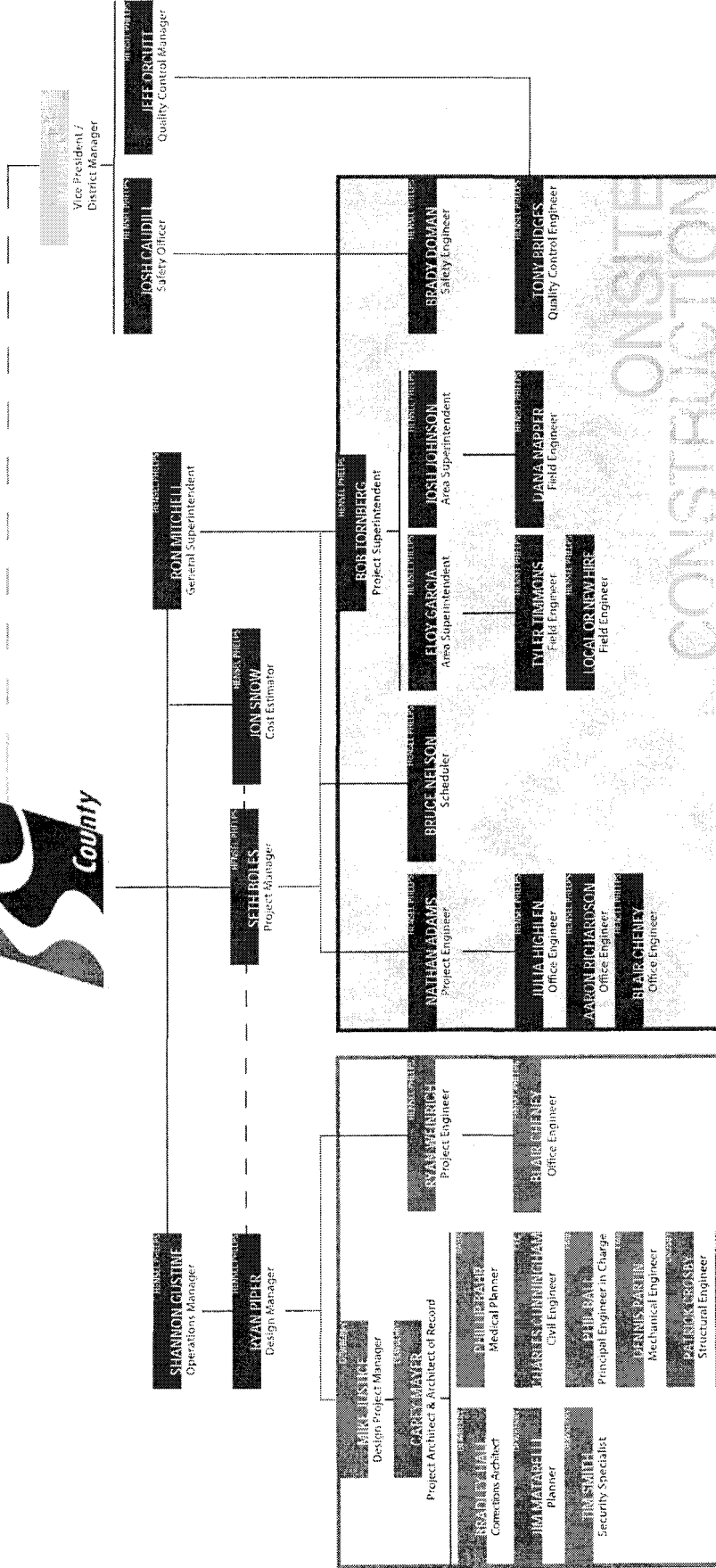
I, the undersigned, do hereby certify that I understand and agree to be responsible for implementing the Mitigation Program for the above listed project.

Signature on file \_\_\_\_\_  
Person Responsible for Implementing  
Mitigation Program

\_\_\_\_\_ Date

## Annex 5





Stanislaus County  
Public Safety Center Expansion  
Project Three

DOCUMENT 00 5200-B

**AGREEMENT**

THIS AGREEMENT, dated as of this 18<sup>th</sup> day of June, 2014, by and between Hensel Phelps Construction Co. whose place of business is located at 226 Airport Parkway, Suite 150, San Jose, California 95110-1024 ("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 Resolution No. 2014-297 adopted on the 17<sup>th</sup> day of June, 2014 conditionally awarded to Contractor the following Contract:

**PUBLIC SAFETY CENTER EXPANSION PROJECT THREE  
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 reflected in the post-Proposal addenda listed on p. 12 of Proposer's Best and Final Proposal Form dated June 2, 2014, copies of which are appended to this Document 00 5200-B as Annex 2.
- C. Work also includes all work reflected in the June 10, 2014 correspondence memorializing further clarifications between Contractor and Owner, a copy of which is appended to this Document 00 5200-B as Annex 3.
- D. 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-B as Annex 4.

**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 THREE)	PRICE
1.	Base Price	\$17,383,000
2.	Allowance: Project Three	\$ 50,000
<b>Total Base Price</b>	<b>SUBTOTAL OF ITEMS 1 – 2</b>	<b>\$17,433,000</b>

**PART II**

ITEM	ADDITIVE ALTERNATE DESCRIPTION (PROJECT THREE)	PRICE
3.	3A.AR12 Sliders at Sally Port 1.17	\$ 12,000
4.	3A.AR02 Inmate Holding Cell Slider Doors	\$125,000
5.	3A.AR06 Replace Fixed Shelving with High Density Storage	\$118,000
6.	3A.EL01 Power Provisions Within Staff Lockers	\$ 61,000
<b>SUBTOTAL OF ITEMS 1 - 6</b>		<b>\$17,749,000</b>

**PART III**

ITEM	HIGH PRIORITY ADDITIVE ALTERNATE DESCRIPTION (PROJECT THREE)	PRICE	PRICING DURATION (MONTH/DAY/YEAR)
14.	3D.AR10 Increase Storefront Area	\$ In Base Bid	Not Applicable
<b>SUBTOTAL OF ITEMS 1 – 6, 14</b>		<b>\$17,749,000</b>	

**PART V**

ITEM	COUNTY'S ADDITIONAL PROPOSAL OPTIONS (PROJECT THREE)	PRICE	PRICING DURATION (MONTH/DAY/YEAR)
OPT 1	Provide weatherized boiler components and controls in lieu of providing a canopy over the two boilers.	\$ In Base Bid	Not Applicable
<b>GRAND TOTAL OF ITEMS 1 – 6, 14, OPT 1</b>		<b>\$17,749,000</b>	

**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 Additional Proposal Option to the Work or delete any Deductive Alternate from the Work, Owner must notify Contractor no later than the applicable County Decision Point Date in Contractor's Document 00 4200 (Proposal Form) which dates are also set forth below for reference. Contract Sum will be increased or decreased only by the Proposal Price for the Additive or Deductive Alternate or Additional Proposal Option, and Owner will pay no other amount on account of adding the Additive Alternate or Additional Proposal Option to the Work or deleting the Deductive Alternate from the Work. Addition of any Additive Alternate or Additional Proposal Option 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.

ITEM	REMAINING ADDITIVE ALTERNATE DESCRIPTIONS (PROJECT THREE)	PRICE	PRICING DURATION (MONTH/DAY/YEAR)
7.	3A.AR01 Roof Pop Up / Clerestory at Intake	\$150,000	08/01/2014
8.	3A.AR11 Enclosed Vehicle Sallyport at Intake/Transport Parking Lot	\$ 86,000	08/01/2014
9.	3D.LS06 Addition of Wall at the Release Area	\$ 46,000	01/15/2015
10.	3A.AR02 Skylights at Jail Administration and Staff Support	\$ 57,000	08/01/2014
11.	3A.AR03 Clerestory at Staff Lockers	\$ 25,000	08/01/2014
12.	3D.AR09 Increase Window Area	\$ 7,000	08/01/2014
15.	3D.AR08 Canopy at Boilers	\$ 22,000	08/01/2014
16.	3D.LS04 Addition of Steel Trellis	\$ 88,000	12/01/2014
17.	3D.LS05 Addition of Screen Wall at Employee Patio	\$ 14,000	01/15/2015
18.	3A.LS01 Add 100% of the Shrub/Groundcover Planting	\$ 13,000	01/15/2015
19.	3A.LS02 Replace Precast Concrete "Cubes" with Raised Concrete Planters	\$ 57,000	01/15/2015
20.	3A.LS03 Add Additional Turf and Irrigation in Northwest Corner of Site	\$ 42,000	01/15/2015
21.	3A.TX01 Telecom Outlets Box & Conduit Stub	\$ 5,000	09/01/2014
22.	3A.CV01 Fire Access Roadway Paving Section	\$ 2,000	06/30/2014
23.	3A.AG01 Rooftop Signage	\$ 6,000	12/01/2014
24.	3A.AR04 Anti-Graffiti Coating	\$ 32,000	12/01/2014

#### PART IV

ITEM	DEDUCTIVE ALTERNATE DESCRIPTION (PROJECT THREE)	PRICE	PRICING DURATION (MONTH/DAY/YEAR)
25.	3D.AR01 Sliders at Sally Ports	(\$ 16,000)	10/16/2014
26.	3D.AR05 Reduce Entry Façade Height	(\$ 30,000)	08/01/2014
27.	3D.AR03 North-South 17' Building Length Reduction	(\$363,000)	08/01/2014

#### PART V

ITEM	COUNTY'S ADDITIONAL PROPOSAL OPTIONS (PROJECT THREE)	PRICE	PRICING DURATION (MONTH/DAY/YEAR)
OPT 2	Provide the code required Special Code Inspection services, as required for your proposed design requirements.	\$187,000	07/07/2014
OPT 3	Provide the Geotechnical Soils Report, as required for your proposed foundation design requirements.	\$ 16,000	06/30/2014

**1.04 Pricing and Timing of Unit Prices**

- A. The following Unit Prices apply only to (1) items that are not included within Design-Build Entity's base scope of Work as set forth in Bridging Documents or approved final Construction Documents or (2) quantities of items that exceed the quantities required by Design-Build Entity's basic scope of Work as set forth in Bridging Documents or approved final Construction Documents.
- B. Should Owner give notice to Contractor of Owner's intention to increase the scope of Work of the Contract to include any of the following additional Units within the time frames set forth below, then Contractor shall perform the work of such additional Units for the price set forth below:

ITEM	UNIT PRICE DESCRIPTION	PRICE	PRICING DURATION (MONTH/DAY/YEAR)
28.	24" Box Trees	\$ 400.00	01/15/2015
29.	15 gallon trees	\$ 210.00	01/15/2015
30.	5 gallon shrubs	\$ 29.00	01/15/2015
31.	1 gallon shrubs/vines	\$ 20.00	01/15/2015
32.	Turf sod (per square foot)	\$ 1.00	01/15/2015
33.	Decomposed granite (per square foot)	\$ 4.75	01/15/2015
34.	Medium Security General Purpose Receptacle	\$ 345.00	09/01/2014
35-	Security Electronics specified in Contract Documents	Not Applicable	
36.	Fixed Camera	\$ 3,450.00	09/01/2014
37.	PTX Camera	\$ 6,500.00	09/01/2014
38.	Intercom Station	\$ 2,140.00	09/01/2014
39.	Duress alarm station	\$ 2,185.00	09/01/2014
40.	Video monitor	\$ 2,645.00	09/01/2014
41.	Paging speaker (wall mounted)	\$ 1,830.00	09/01/2014
42.	Paging speaker (ceiling mounted)	\$ 1,750.00	09/01/2014
43.	Card reader	\$ 2,480.00	09/01/2014
44.	Touchscreen monitor	\$ 17,700.00	09/01/2014
45.	Door open push button	\$ 2,225.00	09/01/2014
46.	PoE network switch	\$ 6,400.00	09/01/2014
47.	One complement of telecom cabling, type "A2"	\$ 370.00	09/01/2014
48.	One complement of telecom cabling, type "A4"	\$ 750.00	09/01/2014

**1.05 Architect of Record Fees and Rates for Architect / Engineer**

- A. The Contract Sum includes Architect of Record Fees of \$1,270,000.
- B. 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: \$195.00  
Engineer: \$182.00

**1.06 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.

**1.07 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: \$50,000\*** comprised of the following:

- a. Owner's Allowance for Project Three: \$ 50,000

*\*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 September 2, 2016.
- B. Contractor shall achieve Final Completion of the entire Work no later than October 28, 2016.

**2.03 Design And Construction Milestones**

- A. Contractor shall complete all design documents for Project Three by January, 2015 and obtain State Fire Marshal approval by March, 2015.

## **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 Seth Boles 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 5) 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.

1. Specifically with respect to architect Michael Shea Justice, who is listed as the Design Project Manager for this Project, Contractor makes the following representations, which Contractor understands are a material term of the Contract Documents:
  - a. Michael Justice holds valid Illinois Architect License No. 001022152 expiring November 30, 2014; and
  - b. Michael Justice has submitted an application to the State of California for reciprocal architectural licensure, and will at his earliest convenience sit for the California Supplemental Examination and complete all other tasks necessary to obtain his California architectural license as soon as possible.
  - c. In the event Mr. Justice has not yet obtain reciprocal architectural licensure in the State of California by the date his current Illinois license expires, Mr. Justice will obtain a renewal of his Illinois Architect License so that at all times throughout the duration of the Project, Mr. Justice possesses a valid architectural license.

C. 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. James Pappas of HP, Vice President / District Manager
2. Shannon Gustine of HP, Operations Manager
3. Seth Boles of HP, Project Manager
4. Jonathan Snow of HP, Cost Estimator
5. Bob Tornberg of HP, Project Superintendent
6. Mike Justice of Dewberry, Design Project Manager
7. Carey Mayer of Dewberry, Project Architect & Architect of Record
8. Phillip Bahr of Bahr, Medical Planner
9. Charles Cunningham of CEC, Civil Engineer
10. Dennis Partin of FMB, Mechanical Engineer

### **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-B	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-B 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.

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: HENSEL PHELPS CONSTRUCTION CO.**


By:   
(Signature)

Its: James R. Pappas, Jr., Vice President  
Title (If Corporation: Chairman, President or Vice President)

By:   
(Signature)

Its: Dale A. Weislak, Assistant Secretary  
Title (If Corporation: Secretary, Assistant Secretary, Chief Financial Officer or Assistant Treasurer)

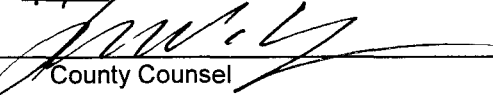
**OWNER: COUNTY OF STANISLAUS**

By:   
(Signature)

Patricia Hill Thomas  
(Print Name)

Project Manager  
(Title)

APPROVED AS TO FORM AND LEGALITY  
THIS 16 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 May 21, 2014**

Stanislaus County will receive best and final proposals at 1010 10<sup>th</sup> Street, Modesto, California 95354 on June 2, 2014 for the following public work:

COUNTY OF STANISLAUS

PUBLIC SAFETY CENTER EXPANSION

**PROJECT ONE:**  
MAXIMUM SECURITY HOUSING, MEDICAL/MENTAL HEALTH HOUSING,  
HEALTH SERVICES AND SECURITY ADMINISTRATION

AND

**PROJECT THREE:**  
INTAKE, RELEASE, TRANSPORTATION AND JAIL ADMINISTRATION

CERES, CALIFORNIA

**TO THE COUNTY OF STANISLAUS:** Patricia Hill Thomas, Project Manager

**THIS PROPOSAL IS SUBMITTED BY:** Hensel Phelps Construction Co.

**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>Please see attached list at the end of this document.</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 Supervisors, 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
Please see attached list at the end of this document.		

- 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 ONE: MAXIMUM SECURITY HOUSING, MEDICAL/MENTAL HEALTH HOUSING,  
HEALTH SERVICES AND SECURITY ADMINISTRATION**

**PART I**

ITEM	DESCRIPTION (PROJECT ONE)	PRICE
1.	Base Price	\$ 61,009,000
2.	Allowance: Project One	\$ 90,000.00
3.	Allowance: Owner's Construction Trailer	\$ 125,000.00
<b>Total Base Price</b>	<b>Sum of Items 1, 2 &amp; 3 (To score 20 points, the Total Base Price cannot exceed \$64,643,309, including design fees. <u>Only the Proposer</u> with the lowest Total Base Price will be awarded an additional 5 points.)</b>	<b>\$ 61,224,000</b>

**Total Project One Base Price (in words):** Sixty-One Million Two Hundred Twenty-Four Thousand Dollars  
(Words)

**PART II**

ITEM	DEDUCTIVE ALTERNATE DESCRIPTION (PROJECT ONE)	PRICE	Subtotal Items 1 - 4
4.	1D.AR01 Eliminate Food Service Equipment at Staff Cafeteria Kitchen / Servery	(\$ 250,000 )	
<b>SUBTOTAL ITEMS 1 - 4</b>			<b>\$ 60,974,000</b>

**PART III**

ITEM	ADDITIVE ALTERNATE DESCRIPTIONS IN ORDER OF PRIORITY (PROJECT ONE)	PRICE	Grand Total Items 1 - 7
5.	1A.SE01 Upgrades to Existing Public Safety Center PLC Electronics and Integration into New Central Control	\$ 136,000	
6.	1A.FA01 Relocation of Existing Fire Alarm Annunciators in Existing Central Control into New Central Control	\$ 41,000	
7.	1A.AR04 240-Bed Maximum Housing Unit	\$ 2,667,000	
<b>BASIS OF AWARD - GRAND TOTAL ITEMS 1 - 7</b>			<b>\$ 63,818,000</b>
<p><i>Each Proposer whose Grand Total for Items 1 - 7 is within the \$64,643,309 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 for Items 1 - 7.</i></p>			

**PART IV**

ITEM	HIGH PRIORITY ADDITIVE ALTERNATE DESCRIPTIONS (PROJECT ONE)	PRICE	PRICING DURATION (MONTH/DAY/YEAR)
8.	1A.AR01 Replace Inmate Cell Swing Doors with Slider Doors	\$ 820,000	08/01/2014
<b>SUBTOTAL ITEMS 1 - 8</b>		<b>\$ 64,638,000</b>	



ITEM	REMAINING ADDITIVE ALTERNATE DESCRIPTIONS (PROJECT ONE)	PRICE	PRICING DURATION (MONTH/DAY/YEAR)
9.	1ACV02 Add 6" Curbing Around the Perimeter of the Employee Parking Lot	\$ 19,000	01/15/2015
10.	1A.CV01 Fire Access Roadway Paving Section	\$ 4,000	06/30/2014
11.	1A.LS01 Add 100% of the Shrub/Groundcover Planting	\$ 22,000	01/15/2015
12.	1A.AG01 Rooftop Signage	\$ 6,000	12/01/2014
13.	1A.TX01 Telecom Outlets Box & Conduit Stub	\$ 5,000	09/01/2014
14.	1A.AR02 Staff Dining Patio Trellis	\$ 86,000	12/01/2014
15.	1A.AR03 Anti-Graffiti Coating	\$ 151,000	12/01/2014

**PART V**

ITEM	COUNTY'S ADDITIONAL PROPOSAL OPTIONS (PROJECT ONE)	PRICE	PRICING DURATION (MONTH/DAY/YEAR)
OPT 1	Revise the storm drain basin as listed in Addendum No. 6 to the new location and requirements as shown in Associated Engineering concept design dated 4/28/14.	\$ 127,000	06/30/2014
OPT 2	Revise the HVAC system for Project One as listed in the Bridging Documents from air cooled chillers and rooftop variable air-volume air handlers to high-end quality variable air-volume packaged air cooled HVAC units with energy efficient components as listed for the chiller/air handler systems.	\$ In Base Bid	Not Applicable
OPT 3	Provide weatherized boiler components and controls in lieu of providing a canopy over the two boilers.	\$ In Base Bid	Not Applicable
OPT 4	Revise the full service dining area and kitchen requirements and replaced the area to a small warming kitchen and dining area within the same floor area. Revise the rough-in requirements to meet the new requirements. Include a free standing gas range with convection oven and overhead range hood, two high capacity microwaves, one large industrial refrigerator, freezer, small commercial dishwasher, large dual kitchen sink with garbage disposal, electric five foot SS hot steam table, five foot SS salad bar, standard industrial ice maker, ice and water dispenser. Exclude the FF&E room furniture.	\$ In Base Bid*	Not Applicable
OPT 5	Change the primary/secondary chilled water pumping design requirements to primary pumps only with variable speed pumping.	\$ Not Applicable	Not Applicable
OPT 6	Provide the code required Special Code Inspection services, as required for your proposed design requirements.	\$ 715,000	07/07/2014
OPT 7	Provide the Geotechnical Soils Report, as required for your proposed foundation design requirements.	\$ 22,000	06/30/2014

\*Alternate add for infrastructure only for a full kitchen: \$95,000

**PART VI**

Create a separate document labeled “**Project One PART VI, Bridging Document Variations and Best Value**”, disclose and technically describe all those Best Value Components submitted and used in your Best and Final Proposal. Disclose and describe any further variations from the bridging documents that were submitted in your Best and Final Proposal.

**PART VII**

**Break Out of Architect of Record Fees**

DESCRIPTION (PROJECT ONE)	PRICE
Architect of Record Fees	\$ 3,205,000

**PROJECT THREE: INTAKE, RELEASE, TRANSPORTATION, JAIL ADMINISTRATION**

**PART I**

ITEM	DESCRIPTION (PROJECT THREE)	PRICE
1.	Base Price	\$ 17,383,000
2.	Allowance: Project Three	\$ 50,000.00
<b>Total Base Price</b>	<i>Sum of Items 1 &amp; 2 (To score 20 points, the Total Base Price cannot exceed \$17,750,000, including design fees. <b>Only the Proposer</b> with the lowest Total Base Price will be awarded an additional 5 points.)</i>	\$ 17,433,000

**Total Project Three Base Price (in words):** Seventeen Million Four Hundred Thirty-Three Million Dollars  
(Words)

**PART II**

ITEM	ADDITIVE ALTERNATE DESCRIPTION (PROJECT THREE)	PRICE	Grand Total Items 1 - 6	
3.	3A.AR12 Sliders at Sally Port 1.17	\$ 12,000		
4.	3A.AR02 Inmate Holding Cell Slider Doors	\$ 125,000		
5.	3A.AR06 Replace Fixed Shelving with High Density Storage	\$ 118,000		
6.	3A.EL01 Power Provisions Within Staff Lockers	\$ 61,000		
<b>BASIS OF AWARD - GRAND TOTAL ITEMS 1 - 6</b>				\$ 17,749,000
<p><i>Each Proposer whose Grand Total for Items 1 - 6 is within the \$17,750,000 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 for Items 1 – 6.</i></p>				

**PART III**

ITEM	HIGH PRIORITY ADDITIVE ALTERNATE DESCRIPTION (PROJECT THREE)	PRICE	PRICING DURATION (MONTH/DAY/YEAR)
7.	3A.AR01 Roof Pop Up / Clerestory at Intake	\$ 150,000	08/01/2014
8.	3A.AR11 Enclosed Vehicle Sallyport at Intake/Transport Parking Lot	\$ 86,000	08/01/2014
11.	3A.AR03 Clerestory at Staff Lockers	\$ 25,000	08/01/2014
12.	3D.AR09 Increase Window Area	\$ 7,000	08/01/2014
13.	3A.AR07 Metal Panel at Entry Façade	\$ 233,000	08/01/2014
14.	3D.AR10 Increase Storefront Area	\$ In Base Bid	Not Applicable

ITEM	REMAINING ADDITIVE ALTERNATE DESCRIPTION (PROJECT THREE)	PRICE	PRICING DURATION (MONTH/DAY/YEAR)
9.	3D.LS06 Addition of Wall at the Release Area	\$ 46,000	01/15/2015
10.	3A.AR02 Skylights at Jail Administration and Staff Support	\$ 57,000	08/01/2014
15.	3D.AR08 Canopy at Boilers	\$ 22,000	08/01/2014
16.	3D.LS04 Addition of Steel Trellis	\$ 88,000	12/01/2014
17.	3D.LS05 Addition of Screen Wall at Employee Patio	\$ 14,000	01/15/2015
18.	3A.LS01 Add 100% of the Shrub/Groundcover Planting	\$ 13,000	01/15/2015
19.	3A.LS02 Replace Precast Concrete "Cubes" with Raised Concrete Planters	\$ 57,000	01/15/2015
20.	3A.LS03 Add Additional Turf and Irrigation in Northwest Corner of Site	\$ 42,000	01/15/2015
21.	3A.TX01 Telecom Outlets Box & Conduit Stub	\$ 5,000	09/01/2014
22.	3A.CV01 Fire Access Roadway Paving Section	\$ 2,000	06/30/2014
23.	3A.AG01 Rooftop Signage	\$ 6,000	12/01/2014
24.	3A.AR04 Anti-Graffiti Coating	\$ 32,000	12/01/2014

**PART IV**

ITEM	DEDUCTIVE ALTERNATE DESCRIPTION (PROJECT THREE)	PRICE	PRICING DURATION (MONTH/DAY/YEAR)
25.	3D.AR01 Sliders at Sally Ports	(\$ 16,000 )	10/16/2014
26.	3D.AR05 Reduce Entry Façade Height	(\$ 30,000 )	08/01/2014
27.	3D.AR03 North-South 17' Building Length Reduction	(\$ 363,000 )	08/01/2014

**PART V**

ITEM	COUNTY'S ADDITIONAL PROPOSAL OPTIONS (PROJECT THREE)	PRICE	PRICING DURATION (MONTH/DAY/YEAR)
OPT 1	Provide weatherized boiler components and controls in lieu of providing a canopy over the two boilers.	\$ In Base Bid	Not Applicable
OPT 2	Provide the code required Special Code Inspection services, as required for your proposed design requirements.	\$ 187,000	07/07/2014
OPT 3	Provide the Geotechnical Soils Report, as required for your proposed foundation design requirements.	\$ 16,000	06/30/2014

**PART VI**

Create a separate document labeled "**Project Three PART VI, Bridging Document Variations and Best Value**", disclose and technically describe all those Best Value Components submitted and used in your Best and Final Proposal. Disclose and describe any further variations from the bridging documents that were submitted in your Best and Final Proposal.

**PART VII**

**Break Out of Architect of Record Fees**

DESCRIPTION (PROJECT THREE)	PRICE
Architect of Record Fees	\$ 1,270,000

**PROJECTS ONE AND THREE:**

ITEM	UNIT PRICE DESCRIPTION	PRICE	PRICING DURATION (MONTH/DAY/YEAR)
28.	24" Box Trees	\$ 400.00	01/15/2015
29.	15 gallon trees	\$ 210.00	01/15/2015
30.	5 gallon shrubs	\$ 29.00	01/15/2015
31.	1 gallon shrubs/vines	\$ 20.00	01/15/2015
32.	Turf sod (per square foot)	\$ 1.00	01/15/2015
33.	Decomposed granite (per square foot)	\$ 4.75	01/15/2015
34.	Medium Security General Purpose Receptacle	\$ 345.00	09/01/2014
<del>35.</del>	<del>Security Electronics specified in Contract Documents-</del>	Not Applicable	
36.	Fixed Camera	\$ 3,450.00	09/01/2014
37.	PTX Camera	\$ 6,500.00	09/01/2014
38.	Intercom Station	\$ 2,140.00	09/01/2014
39.	Duress alarm station	\$ 2,185.00	09/01/2014
40.	Video monitor	\$ 2,645.00	09/01/2014
41.	Paging speaker (wall mounted)	\$ 1,830.00	09/01/2014
42.	Paging speaker (ceiling mounted)	\$ 1,750.00	09/01/2014
43.	Card reader	\$ 2,460.00	09/01/2014
44.	Touchscreen monitor	\$ 17,700.00	09/01/2014
45.	Door open push button	\$ 2,225.00	09/01/2014
46.	PoE network switch	\$ 6,400.00	09/01/2014
47.	One complement of telecom cabling, type "A2"	\$ 370.00	09/01/2014
48.	One complement of telecom cabling, type "A4"	\$ 750.00	09/01/2014

**PROJECTS ONE AND THREE**

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

ITEM	DESCRIPTION	PRICE
49.	Hourly Rate for Architect	\$ 195.00
50.	Hourly Rate for Engineer	\$ 182.00

- 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 Prices of Projects One and Three separately** 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).

Legal Name of Corporation: Hensel Phelps Construction Co. | State of Incorporation: Delaware

Names of President and Secretary: Please see attached list at the end of this document.

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

License No. 519252 | Classification: A,B

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

Hensel Phelps Construction Co.

[Name of Contractor]

By: James R. Pappas, Jr.



Title: Vice President/District Manager

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: 226 Airport Parkway, Suite 150, San Jose, CA 95110

Telephone Number: (408) 452-1800

Fax Number: (408) 452-1855

E-Mail Address:: jpappas@henselphelps.com

Date of Proposal: June 2, 2014

~~END OF DOCUMENT~~ (additional documents provided)

## DOCUMENT 00 4200

**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:*

<b>Date</b>	<b>Description</b>
June 2, 2014	Cover Letter
June 2, 2014	3.01.E.1. Document 00 4200 (Proposal Form)
June 2, 2014	3.01.E.1. Document 00 4330 (Subcontractors List)
June 2, 2014	3.01.E.2. Proposal Security (Document 00 4316)
June 2, 2014	3.01.E.3. Document 00 4519 (Non-Collusion Affidavit)
June 2, 2014	3.01.E.4. Letter from Surety
June 2, 2014	3.01.E.5. Document 00 4820 (Proposer Certifications)
June 2, 2014	4.05.C Design Narrative
June 2, 2014	4.05.C.1 Building Program Report
June 2, 2014	4.05.C.2 Conceptual Design Plans
June 2, 2014	4.05.C.2.a Site Plan
June 2, 2014	4.05.C.2.b - 4.05.C.2.e Architectural Plans and Sections
June 2, 2014	4.05.C.2.f Structural
June 2, 2014	4.05.C.2.g Mechanical
June 2, 2014	4.05.C.3 Facility Food Services Satellite
June 2, 2014	4.05.C.4 Detention Components
June 2, 2014	4.05.C.5 Security Electronics and Low-Voltage Systems
June 2, 2014	4.05.C.6 Electrical
June 2, 2014	4.05.C.7 Civil and Utilities Systems
June 2, 2014	4.06.C.3 Schedule
June 2, 2014	4.06.C.3 Management Plan
June 2, 2014	4.06.C.3 Construction Team Staffing Plan
June 2, 2014	County's List of Requested Proposal Clarifications
June 2, 2014	County's Additional Proposal Options
June 2, 2014	County's Additional Proposal Clarifications



**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
1	December 13, 2013	
2	January 28, 2013	
3	February 27, 2014	
4	March 5, 2014	
5	March 12, 2014	
6	March 14, 2014	
7	March 19, 2014	
8	March 20, 2014	
6 (Storm Drainage Consolidation)	April 28, 2014	
Confidential Meeting Letter	May 12, 2014	
Unit Price Clarification Email	May 13, 2014	
Confidential Meeting No. 2 Letter	May 21, 2014	
Slider Lock Clarification Email	May 23, 2014	
Slider Lock Clarification Email	May 28, 2014	

**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).

NAME	POSITION
Jeff Wenaas	President & CEO
Jon Ball	Exec. Vice President
Allan Bliesmer	Vice President
Stephen Carrico	Vice President
Mike Choutka	Exec. Vice President
Steve Grauer	Vice President
Kirk Hazen	Vice President
Brad Jeanneret	Vice President
Wayne Lindholm	Exec. Vice President
Robert Majerus	Vice President
Cuyler Mcginley	Vice President
James Pappas	Vice President
Will Thompson	Vice President
Rick Tucker	Vice President
Eric Wilson	Sec/Vice President
Bradley Winans	Vice President

## PROJECT ONE PART VI BRIDGING DOCUMENT VARIATIONS AND BEST VALUE

### PART VI

Create a separate document labeled “**Project One PART VI, Bridging Document Variations and Best Value**”, disclose and technically describe all those Best Value Components submitted and used in your Best and Final Proposal. Disclose and describe any further variations from the bridging documents that were submitted in your Best and Final Proposal.

The following is a list of the Best Value Components reviewed in Confidential Meeting No. 1 and approved by the County.

- 1. Building Façade Mockup:** The stand alone exterior building façade Mockup depicted on Sheet A201C, 2/A501 and described in Section 01 4339 has been modified to include the extents of the cell mockup on Sheet A201C (approximately two cells wide). This mockup will be integral with the interior cell mockup.
- 2. Revised Landscaping:** The site landscaping has been modified per our Best and Final Offer Drawing Proposal Documents.
- 3. DX Units:** DX Units have been provided in lieu of the Central Plant originally depicted in the RFP Documents. DX Units are in accordance with the County’s requirements stated in their Confidential Letter No. 2, dated May 21, 2014.
- 4. Redundant Fire Protection Standpipes:** A single standpipe has been provided at Project One, similar to Detail 1/FP001 on Project 3.
- 5. Roof Coping Material:** A 24 gauge sheet metal pre-finished coping with cleat will be provided in lieu of the copings specified in Specification 07 7100.
- 6. U-Shaped Gasket:** Detention glazing will be installed using glazing tape in lieu of the “U” shaped gasket required in Specification 11 1908.
- 7. Insulation at Domestic Cold Water Pipes:** Insulation at domestic cold water pipes will not be provided.
- 8. Fireproofing Density:** All high density fireproofing has been replaced with standard density fireproofing.
- 9. Shower Floors and Walls:** Epoxy Flooring and Paint will be utilized in lieu of the High Build Glazed Coating.
- 10. Heights of Walls in Housing Support Spaces:** In Buildings B, C & D the walls dividing the support rooms and the Dayrooms will be full height. The walls dividing each individual support room to the next support room will not be full height. This applies to rooms such as the following: Triage/ Interview, Video Visitation, Janitor, Storage, Interview/Counsel (Int/Counsel), Interview, Circulation, Shower, Sick-Call/Exam, Fire Riser.
- 11. Ceiling Heights in Building B:** The cell ceiling height in Building B has been lowered to 8’-8”
- 12. Metal Canopies:** The exterior metal canopies at Buildings A, B, C, and D will be decked with painted, galvanized metal decking in lieu of the metal roof panels specified in Specification 07 41 13.
- 13. Dual Temperature Piping:** The dual temperature (105 F and 120 F) domestic water piping has been replaced with single temperature domestic water piping at 105 F with point of use water heaters to boost water temperature to 120 F at select fixtures.

The following is a list of additional clarifications not addressed in Confidential Meeting No. 1 but have been incorporated in our Best and Final Offer.

- 14. Site Security:** For all work performed in the Existing Medium Security Housing and the Existing Booking Maximum Housing, we will comply with all requirements of Section 01 5600. For work performed on the site, outside of the Existing Buildings, we will provide all requirements in Section



01 5600 except 1.4.C. We will provide a lockable gate.

**15. Warming Kitchen:** Infrastructure for a small warming kitchen and dining area (as described in Project One County's Additional Proposal Options, OPT 4) has been provided in our base proposal in lieu of the full service dining area and kitchen requirements. Equipment and room furniture have not been provided.

**16. Unit Price 40:** For Unit Price No. 40, a 32" Video Monitor has been assumed.

## PROJECT THREE PART VI BRIDGING DOCUMENT VARIATIONS AND BEST VALUE

### **PART VI**

Create a separate document labeled "**Project Three PART VI, Bridging Document Variations and Best Value**", disclose and technically describe all those Best Value Components submitted and used in your Best and Final Proposal. Disclose and describe any further variations from the bridging documents that were submitted in your Best and Final Proposal.

The following is a list of the Best Value Components reviewed in Confidential Meeting No. 1 and approved by the County.

1. **Revised Landscaping:** The site landscaping has been modified per our Best and Final Offer Drawing Proposal Documents.
2. **DX Units:** DX Units have been provided in lieu of the Central Plant originally depicted in the RFP Documents. DX Units are in accordance with the County's requirements stated in their Confidential Letter No. 2, dated May 21, 2014.
3. **Roof Coping Material:** A 24 gauge sheet metal pre-finished coping with cleat will provided in lieu of the copings specified in Specification 07 7100.
4. **U-Shaped Gasket:** Detention glazing is to be installed utilizing glazing tape in lieu of the "U" shaped gasket required in Specification 11 1908.
5. **Insulation at Domestic Cold Water Pipes:** Insulation at domestic cold water pipes will not be provided.
6. **Fireproofing Density:** All high density fireproofing has been replaced with standard density fireproofing.
7. **Shower Floors and Walls:** Epoxy Flooring and Paint will be utilized in lieu of the High Build Glazed Coating.
8. **Dual Temperature Piping:** The dual temperature (105 F and 120 F) domestic water piping has been replaced with single temperature domestic water piping at 105 F with point of use water heaters to boost water temperature to 120 F at select fixtures.

The following is a list of additional clarifications not addressed in Confidential Meeting No. 1 but have been incorporated in our Best and Final Offer.

9. **Site Security:** For all work performed in the Existing Medium Security Housing and the Existing Booking Maximum Housing, we will comply with all requirements of Section 01 5600. For work performed on the site, outside of the Existing Buildings, we will provide all requirements in Section 01 5600 except 1.4.C. We will provide a lockable gate.
10. **Unit Price 40:** For Unit Price Number 40, a 32" Video Monitor has been assumed.

**SUBCONTRACTORS LIST**

Design-Build Entity shall submit this form listing the subcontractors Design-Build Entity intends to employ if awarded the Contract thirty (30) days prior to the scheduled construction start and prior to Notice to Proceed with Construction, pursuant to Public Contract Code Section 4107, or as otherwise required under Document 00 1119 (Request for Proposals) and/or Document 00 7253 (General Conditions).

**Use this sheet for Subcontractors on Base Proposal Work as required to be listed by law.**

<b>Full Name, Address and Telephone Number of Subcontractor:</b>	<b>Type of Work to be Performed:</b>	<b>Subcontractor's License No.</b>
Frank M. Booth Design Build Co., Inc. 4220 Douglas Blvd. Granite Bay, CA 95746 916.784.0777	HVAC Subcontractor Plumbing Subcontractor	142219 793419 465012
Helix Electric, Inc. 6795 Flanders Drive San Diego, CA 92121 858.535.0505	Electrical Subcontractor	483309
Granite Construction Co. 585 West Beach Street Watsonville, CA 95076 831.724.1011	Sitework	89
Engineered Control Systems 2717 N. Hogan Street Spokane, WA 99207 509.483.6215	Security Electronics Low Voltage Subcontractor	805507
Transbay Fire Protection, Inc. 2182 Rheem Drive Pleasanton, CA 94588 800.870.7377	Fire Protection Subcontractor	629778

(Attach additional sheets if necessary)

**END OF DOCUMENT**

## Annex 2



CHIEF EXECUTIVE OFFICE

**Stan Risen**  
Chief Executive Officer

**Patricia Hill Thomas**  
Chief Operations Officer/  
Assistant Executive Officer

**Keith D. Boggs**  
Assistant Executive Officer

**Jody Hayes**  
Assistant Executive Officer

May 12, 2014

1010 10<sup>th</sup> Street, Suite 2000, Modesto, CA 95354  
Post Office Box 3404, Modesto, CA 95303-3404

Phone: 209.525.6333 Fax: 209.644.6225

James R. Pappas, Jr., Vice President/District Manager  
Hensel Phelps Construction Co.  
226 Airport Parkway, Suite 150  
San Jose, CA 95110  
[JPappas@henselphelps.com](mailto:JPappas@henselphelps.com)  
[EKim@henselphelps.com](mailto:EKim@henselphelps.com)

**Subject: Public Safety Center Expansion Projects One and Three**  
**Reference: Confidential Meetings**

Dear Mr. Pappas:

Thank you for your presentation as part of Confidential Meeting No. 1 on the Stanislaus County Public Safety Center Expansion Projects. We appreciate your team's efforts.

As promised, I am sending a letter to each finalist to clarify the County's direction on all Deviations, Exclusions and Substitutions presented by each firms no substitutions

We believe the discussion and feedback provided in the confidential meeting to all other best value ideas presented are complete. Please let me know if anything remains unclear. There is one best value idea that the County would like additional information to provide direction; Please confirm the liquidated damages will start 2 ½ months earlier in your proposal.

The Project must stay within budget and achieve the scope necessary to build these Public Safety Facilities. The County's "basis of award" will not change. However, in Confidential Meeting No. 1, the County provided to each finalist a list of additional proposal options that included high priority alternates from the proposal form. Please provide a separate proposal for these additional proposal options, including the duration for the additional proposal option prices, the alternate prices and unit prices.

In addition to the County's list of requested proposal clarifications provided at the confidential meeting. We are asking each Finalist Team to clarify the actual dimension of the proposed cells and the width of the cell door opening, as well as clarification of the door lock types, whether fully electronic or manual.



Hensel Phelps Construction Co.  
May 12, 2014  
Page 2

The following items are attached for your use in preparing a best and final proposal:

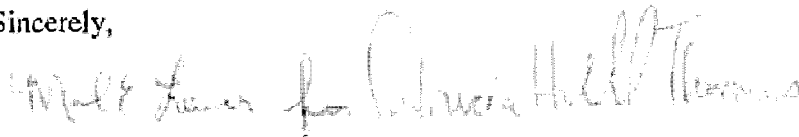
- PSC Site Plan Development (Neighborhood Plan);
- Depiction of Public Safety Center Project Two exterior and elevations (3 pages); and
- PSC Storm Drain Basin revised location dated 4-28-14.

The County will follow-up by separate cover and confirm whether fingerprinting stations will be provided by the vendor and not the Design-Build Team and Unit Price clarifications will be sent by the end of the week.

Your final confidential meeting is scheduled for 11:00 – 1:00 PM on Monday, June 2, 2014. Please check in at 1010 10<sup>th</sup> Street, 2<sup>nd</sup> Floor, Suite 2300.

Thank you again for your efforts in preparing the first confidential meeting. Please call me directly at (209) 609-4334 if you have any questions.

Sincerely,

A handwritten signature in cursive script, appearing to read "Patricia Hill Thomas".

Patricia Hill Thomas  
Chief Operations Officer

cc: Project Team  
File AO 2.1.1  
File AO 5.5.1.5

# Site plan development

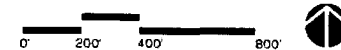
## 6.3 Preferred plan - development sites



### Key

- Reserved for detention and appropriate public safety uses only
- VB Possible visual buffer
- PI Public interface core
- 1 Drop off location with cross walk
- 2 Bus stop relocation
- 2 Day Reporting Center zone and carve out
- 3 Projects 1 and 3 and carve out
- 3 Potential SB1022 Re-entry and Enhanced Alternatives to Custody Training building and carve out
- 4 Future
- 5 Future Sheriff's department expansion
- 6 Future secure staff parking
- 7 Potential future visitor parking
- 8 Potential basin expansion
- 8 Future staff support facilities
- 10 Maximum security expansion zone
- 11 Medium security expansion zone
- 12 Minimum security zone
- 13 Future vocational/industrial space
- 14 Possible future warehouse facility. Potential locations
- VS Vegetative screening
- 15 Retention basin impacted by site plan
- 15b Possible relocation area for basin

Future Public Safety expansion/uses not yet identified can be located within the 100 acres reserved for detention and appropriate public safety uses.



# DAY REPORTING CENTER

## CERES, CALIFORNIA



### VOLUME 4

## CONCEPT DRAWINGS

### DECEMBER 13, 2013

**HELLMUTH, OBATA & KASSABAUM, INC.**  
 ARCHITECTS, ENGINEERS & PLANNERS  
 ONE BUSH STREET, SUITE 200  
 SAN FRANCISCO, CA 94104



**LDA PARTNERS, LLP**  
 ASSOCIATE ARCHITECT  
 4 SOUTH CENTRAL COURT  
 STOCKTON, CA 95204



Project  
 Project #2 - Day Reporting Center

200 E. Havel Road  
 Orem, CA 95268  
 Prepared For  
 County of Stanislaus  
 1010 15th Street, Suite 900  
 Modesto, CA 95354

Contract No: 2017-0022373877.3  
 BSCC No: 099-5730.07 | AB800 No: 08-12  
 C9FM No: 50-0005



HOK  
 One Bush St, Suite 200  
 San Francisco, CA 94104 USA  
 / +1 415 243 0555 / +1 415 882 7763

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LDA Partners, LLP  
 Associate Architect  
 4 South Central Court  
 Stockton, CA 95204  
 T 209.543.0405

JH Lander Engineering  
 Structural Engineer  
 717 16th Street, Suite 4  
 Modesto, CA 95204  
 T 209.521.1143

Miler-Pizzoni & Associates, Inc.  
 Electrical Engineer  
 906 15th Street, Suite 47  
 Modesto, CA 95354  
 T 209.575.0212

Nexus Engineering  
 Mechanical & Plumbing Engineering  
 1400 Lone Palm Avenue  
 Modesto, CA 95351  
 T 209.572.7500

AVS Engineers, Inc.  
 Security Electronics and Fire Alarm  
 556 N. Diamond Bar Blvd, Suite 112  
 Diamond Bar, CA 91765  
 T 909.850.1400

Associated Engineering Group  
 CM Engineer  
 4205 Technology Drive  
 Modesto, CA 95350  
 T 209.545.3360

KLA  
 Landscape Architect  
 151 N. North Street  
 Berkeley, CA 94702  
 T 209.832.2890

Cumming  
 Cost Estimator  
 475 S. Valencia Street, Suite 740  
 San Francisco, CA 94111  
 T 415.748.3060

No.	Description	Date
1	ADDENDUM 1	12/12/13

Drawn by: PR + MS      Reviewed by: EW  
 Project No: 617-0-13  
 Sheet Title:

COVER SHEET

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**G000**



Project #2 - Day Reporting Center  
 200 E. Market Street  
 Suite 200  
 City of Stanislaus  
 1000 N. Main Street  
 Modesto, CA 95354

Contract No. 2017-0002373877.3  
 BREC No. 098-5700.07 / A600 No. 09-12  
 CFPM No. 50-0005

JKK  
 One Bush St, Suite 200  
 Modesto, CA 95354  
 T 415 243 0555 F 415 842 7763

LDI Partners, LLP  
 4 South Central Court  
 Stockton, CA 95210  
 T 209 921 1143

Milner-Pazoni & Associates, Inc.  
 600 15th Street, Suite #7  
 Modesto, CA 95354  
 T 209 579 0335

Nexus Engineering  
 Mechanical & Plumbing Engineering  
 Modesto, CA 95354  
 T 209 571 7399

AVS Engineers, Inc.  
 550 N. Diamond Blvd., Suite 112  
 Tracy, CA 95376  
 T 920 880 1400

Associated Engineering Group  
 Civil Engineering  
 Modesto, CA 95354  
 T 209 543 0360

Cummins  
 151 N. North Street  
 Modesto, CA 95354  
 T 209 532 0360

City of Stanislaus  
 1000 N. Main Street  
 Modesto, CA 95354  
 T 209 543 0360

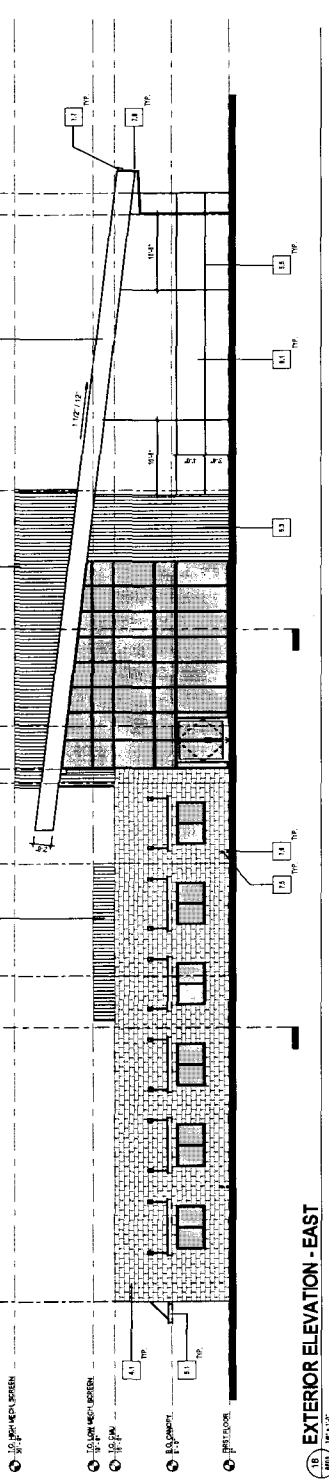
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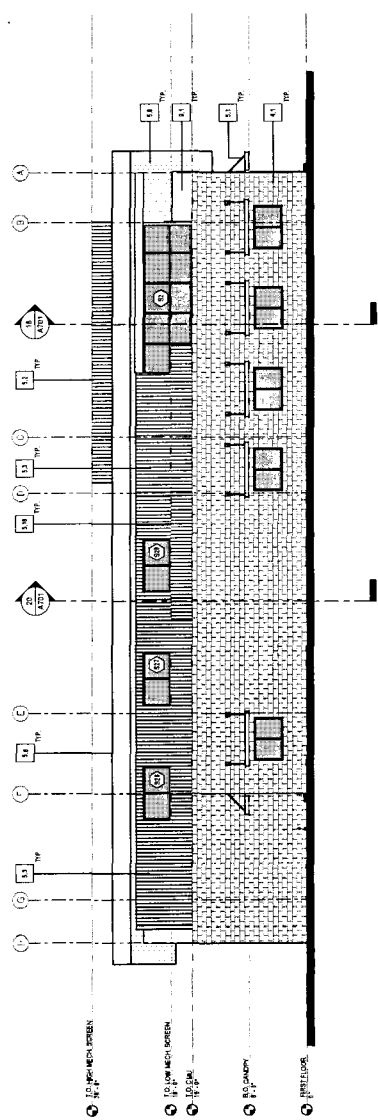
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**KEYNOTES**

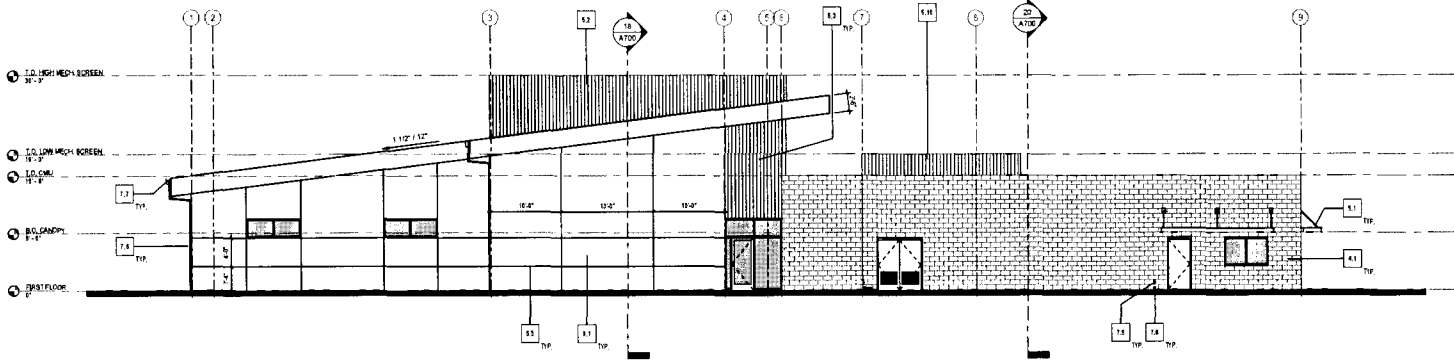
- 1.1 INDUSTRY CONCRETE MANUFACTURER
- 1.2 ALUMINUM ALTERNATIVE ALUMINUM COMPANY
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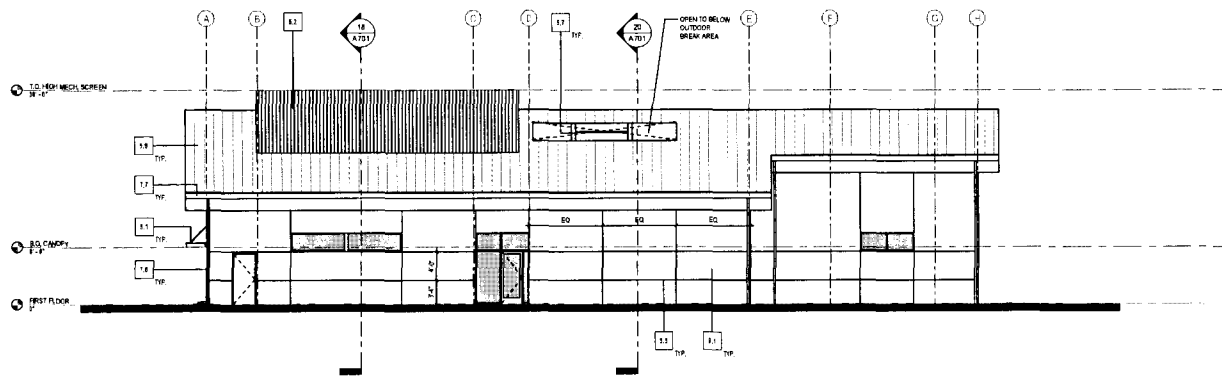
**EXTERIOR ELEVATION - EAST**  
 1/8" = 1'-0"



**EXTERIOR ELEVATION - SOUTH**  
 1/8" = 1'-0"



18  
A11  
EXTERIOR ELEVATION - WEST  
1/8" = 1'-0"



20  
A11  
EXTERIOR ELEVATION - NORTH  
1/8" = 1'-0"

**KEYNOTES**

- 41 1/2" x 1/2" CONCRETE MASONRY UNIT
- 51 OEDUC MEAL TERRAZZO ALUMINUM CANOPY
- 52 UPPER MEDIA SCREEN WALL, 1/2" METL STUDS @ 12" O.C. W/ VERTICAL RIBBED METAL PANELS
- 53 VERTICAL RIBBED METAL PANELS
- 55 1/2" ALUMINUM METAL TRUSS & PAINT, TYP.
- 56 STANDING SEAM METL. ROOF PANELS
- 57 SHEET METL. WRAPPED ANCHORED TRUSS, FRAME & PAINT.
- 514 OEDUC MEAL TERRAZZO ALUMINUM CANOPY
- 515 METL. STUDS @ 12" O.C. W/ VERTICAL RIBBED METAL PANELS
- 516 DAYLIGHT OVERFLOW @ -12"
- 74 HAND-WATER LEADER, CONNECT TO STORAGE/RAIN. REFER TO PLUMBING & CIVIL DWGS.
- 77 12 GA. GALVANNEED 18" DEEP x 4" WIDE
- 81 EXT. CEMENT PLASTER OVER EXT. METL. LATH TYP.



Project  
**Project #2 - Day Reporting Center**

200 E. Hackett Road  
Ceres, CA 95308  
Prepared For:  
**County of Stanislaus**  
1010 10th Street, Suite 8500  
Modesto, CA 95354

Contract No: 2017-002/2373877.3  
BSCC No: 069-5730.07 | AB900 No: 09-12  
CSFM No: 50-0005



183K  
One Bush St, Suite 200  
San Francisco, CA 94104 USA  
T +1 415 243 0555 F +1 415 882 7763

All construction & installation activity subject to review & approval by the Authority Having Jurisdiction (AHJ).



LDA Partners, LLP  
Associate Architect  
4 South Central Court  
Stockton, CA 95204  
T 209 943 0423

JH Lawler Engineering  
Structural Engineer  
717 18th Street, Suite 4  
Modesto, CA 95204  
T 209 821.1143

Milner-Pezzoni & Associates, Inc.  
Electrical Engineer  
909 15th Street, Suite #7  
Modesto, CA 95354  
T 209 878 2312

Nexus Engineering  
Mechanical & Plumbing Engineering  
1400 Lone Farm Avenue  
Modesto, CA 95351  
T 209 872 7399

AVS Engineers, Inc.  
Security Electronics and Fire Alarm  
555 N. Diamond Bar Blvd, Suite 112  
Diamond Bar, CA 91785  
T 909 880 1400

Associated Engineering Group  
Civil Engineer  
4206 Technology Drive  
Modesto, CA 95356  
T 209 845 3390

VLA  
Landscape Architect  
151 N. North Street  
Sonoma, CA 95070  
T 209 932 2858

Cumming  
Civil Engineer  
475 Sycamore Street, Suite 740  
San Francisco, CA 94111  
T 415 748 3000

13EBC 2013 CONCEPT DRAWINGS

No.	Description	Date

Drawn by: PR - NB      Reviewed by: EW  
Project No: 617.5-13  
Sheet Title

**EXTERIOR ELEVATIONS**

Sheet Number

**A601**



CHIEF EXECUTIVE OFFICE

**Stan Risen**  
Chief Executive Officer

**Patricia Hill Thomas**  
Chief Operations Officer/  
Assistant Executive Officer

**Keith D. Boggs**  
Assistant Executive Officer

**Jody Hayes**  
Assistant Executive Officer

May 21, 2014

1010 10<sup>th</sup> Street, Suite 6300, Modesto, CA 95354  
Post Office Box 3404, Modesto, CA 95353-3404

Phone: 209 525 6333 Fax 209 544 6026

James R. Pappas, Jr., Vice President/District Manager  
Hensel Phelps Construction Co.  
226 Airport Parkway, Suite 150  
San Jose, CA 95110  
[JPappas@henselphelps.com](mailto:JPappas@henselphelps.com)  
[EKim@henselphelps.com](mailto:EKim@henselphelps.com)

**Subject: Public Safety Center Expansion Projects One and Three**  
**Reference: Confidential Meeting No. 2**

Dear Mr. Pappas: <sup>Jim</sup>

Our team is looking forward to the upcoming Confidential Meeting No. 2 with the Hensel Phelps Team on Monday, June 2, 2014. We appreciate the time and effort you are investing in the Stanislaus County projects!

The purpose of this letter is to provide additional direction, an agenda and overview for the upcoming confidential meeting.

As I have shared with each of the finalists, it is essential that the three projects that comprise the total Stanislaus County Public Safety Center Expansion effort remain within the approved budget and achieve the agreed upon scope. While we attach an updated Proposal Form to this letter, it is important to emphasize that the County's "basis of award" will not change. We expect that your best and final proposal will include County approved Best Value Ideas and be based on and inclusive of the following:

- Bridging Document requirements;
- All approved substitutions;
- Confidential Meeting No. 01 in-person direction on best value ideas;
- County's List of Requested Proposal Clarifications handed out at Confidential Meeting No. 01;
- Direction provided to each Proposer in letters issued May 12, 2014; and
- Direction provided to each Proposer in this May 21, 2014 Letter.

**Proposal Form**

Additionally, the Proposal Form (Document 00 4200), has been updated (See Attachment A) is for your team's use in providing your best and final proposal pricing. As you will see in the updated Proposal Form, the Basis of Award remains (Items 1-7 for Project One and Items 1-6 for Project Three), but the County has re-prioritized the additive alternates and provided a separate section for the County's Additional Proposal Options as well as a description by your team of the best value proposals you will include in your base proposal. The Unit Pricing section of the Proposal Form has been revised to include price duration. Please base your pricing on the Unit Price Clarifications issued by e-mail on May 13, 2014, and attached for reference as Attachment B.

### **DX System**

In Confidential No. 1, the County expressed to all three finalists, our approval to change to a DX System for Project One. Since then, our team has given considerable thought to the quality of the variable air-volume packaged air cooled HVAC units (DX system) to our requirements for this potential change to the Bridging Documents. As a result, we are providing additional direction to each of the three Finalists that *the County is requiring equipment of high-end quality equal to that specified in Specification Section 23 62 00, Packaged Compressor and Condenser Units. Please base your DX System price on units manufactured by Mammoth, Energy Labs Inc., Alliance Air Products, and Governair.* The pricing should be included in your Base Price.

### **Fingerprinting Stations**

As a clarification, all fingerprinting stations (equipment) shown are to be Owner Furnished – Owner Installed.

### **Proposal Security**

Just as a reminder, submit an updated Proposal Security in the amount of 10% of the Total Base Prices of Projects One and Three separately with your best and final proposal.

### **W-9**

In order to pay the stipend, the County will need a W-9 from your firm. Please submit one copy with your best and final offer proposal.


### **Confidential Meeting No. 02 Agenda**

To facilitate the upcoming Confidential Meeting No. 2, we have prepared an Agenda, which is Attachment C to this letter. All deliverables listed in the Proposal Documents remain a requirement for the final submission.

Your final confidential meeting is scheduled for **11:00 AM – 1:00 PM on Monday, June 2, 2014**. As before please check in at 1010 10<sup>th</sup> Street, 2<sup>nd</sup> Floor, Suite 2300 in advance of your scheduled time.

Thank you again for your efforts and preparations, we recognize the tremendous effort being invested by the teams in this process. On behalf of the County, we are grateful for your interest and your resourcefulness. As always, please feel free to contact me directly at 209.609.4334 with any questions or concerns.

Sincerely,



Patricia Hill Thomas  
Chief Operations Officer

Enclosures: Attachment A, Document 00 4200 – Proposal Form, Revised May 21, 2014  
Attachment B, Unit Price Clarifications  
Attachment C, Confidential Meeting No. 02 Agenda  
County's List of Requested Proposal Clarifications  
County's Additional Proposal Options

cc: Project Team  
File AO 2.1.1  
File AO 5.5.1.5

Project Three  
Attachment A,  
Document 00 4200  
- Proposal Form,  
- Revised May 21, 2014



DOCUMENT 00 4200

**PROPOSAL FORM**  
**Revised May 21, 2014**

Stanislaus County will receive best and final proposals at 1010 10<sup>th</sup> Street, Modesto, California 95354 on June 2, 2014 for the following public work:

COUNTY OF STANISLAUS

PUBLIC SAFETY CENTER EXPANSION

**PROJECT ONE:**

MAXIMUM SECURITY HOUSING, MEDICAL/MENTAL HEALTH HOUSING,  
HEALTH SERVICES AND SECURITY ADMINISTRATION

AND

**PROJECT THREE:**

INTAKE, RELEASE, TRANSPORTATION AND JAIL ADMINISTRATION

CERES, CALIFORNIA

**TO THE COUNTY OF STANISLAUS:** \_\_\_\_\_

**THIS PROPOSAL IS SUBMITTED BY:** \_\_\_\_\_

**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
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

**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 Supervisors, 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

- 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 ONE: MAXIMUM SECURITY HOUSING, MEDICAL/MENTAL HEALTH HOUSING,  
HEALTH SERVICES AND SECURITY ADMINISTRATION**

**PART I**

ITEM	DESCRIPTION (PROJECT ONE)	PRICE
1.	Base Price	\$
2.	Allowance: Project One	\$ 90,000.00
3.	Allowance: Owner's Construction Trailer	\$ 125,000.00
<b>Total Base Price</b>	<b>Sum of Items 1, 2 &amp; 3 (To score 20 points, the Total Base Price cannot exceed \$64,643,309, including design fees. <u>Only the Proposer</u> with the lowest Total Base Price will be awarded an additional 5 points.)</b>	\$

**Total Project One Base Price (in words):** \_\_\_\_\_  
(Words)

**PART II**

ITEM	DEDUCTIVE ALTERNATE DESCRIPTION (PROJECT ONE)	PRICE	Subtotal Items 1 - 4
4.	1D.AR01 Eliminate Food Service Equipment at Staff Cafeteria Kitchen / Servery	(\$ )	
<b>SUBTOTAL ITEMS 1 - 4</b>			\$

**PART III**

ITEM	ADDITIVE ALTERNATE DESCRIPTIONS IN ORDER OF PRIORITY (PROJECT ONE)	PRICE	Grand Total Items 1 - 7
5.	1A.SE01 Upgrades to Existing Public Safety Center PLC Electronics and Integration into New Central Control	\$	
6.	1A.FA01 Relocation of Existing Fire Alarm Annunciators in Existing Central Control into New Central Control	\$	
7.	1A.AR04 240-Bed Maximum Housing Unit	\$	
<b>BASIS OF AWARD - GRAND TOTAL ITEMS 1 - 7</b>			\$
<p><i>Each Proposer whose Grand Total for Items 1 - 7 is within the \$64,643,309 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 for Items 1 - 7.</i></p>			

**PART IV**

ITEM	HIGH PRIORITY ADDITIVE ALTERNATE DESCRIPTIONS (PROJECT ONE)	PRICE	PRICING DURATION (MONTH/DAY/YEAR)
8.	1A.AR01 Replace Inmate Cell Swing Doors with Slider Doors	\$	
<b>SUBTOTAL ITEMS 1 - 8</b>		\$	

ITEM	REMAINING ADDITIVE ALTERNATE DESCRIPTIONS (PROJECT ONE)	PRICE	PRICING DURATION (MONTH/DAY/YEAR)
9.	1ACV02 Add 6" Curbing Around the Perimeter of the Employee Parking Lot	\$	
10.	1A.CV01 Fire Access Roadway Paving Section	\$	
11.	1A.LS01 Add 100% of the Shrub/Groundcover Planting	\$	
12.	1A.AG01 Rooftop Signage	\$	
13.	1A.TX01 Telecom Outlets Box & Conduit Stub	\$	
14.	1A.AR02 Staff Dining Patio Trellis	\$	
15.	1A.AR03 Anti-Graffiti Coating	\$	

**PART V**

ITEM	COUNTY'S ADDITIONAL PROPOSAL OPTIONS (PROJECT ONE)	PRICE	PRICING DURATION (MONTH/DAY/YEAR)
OPT 1	Revise the storm drain basin as listed in Addendum No. 6 to the new location and requirements as shown in Associated Engineering concept design dated 4/28/14.	\$	
OPT 2	Revise the HVAC system for Project One as listed in the Bridging Documents from air cooled chillers and rooftop variable air-volume air handlers to high-end quality variable air-volume packaged air cooled HVAC units with energy efficient components as listed for the chiller/air handler systems.	\$	
OPT 3	Provide weatherized boiler components and controls in lieu of providing a canopy over the two boilers.	\$	
OPT 4	Revise the full service dining area and kitchen requirements and replaced the area to a small warming kitchen and dining area within the same floor area. Revise the rough-in requirements to meet the new requirements. Include a free standing gas range with convection oven and overhead range hood, two high capacity microwaves, one large industrial refrigerator, freezer, small commercial dishwasher, large dual kitchen sink with garbage disposal, electric five foot SS hot steam table, five foot SS salad bar, standard industrial ice maker, ice and water dispenser. Exclude the FF&E room furniture.	\$	
OPT 5	Change the primary/secondary chilled water pumping design requirements to primary pumps only with variable speed pumping.	\$	
OPT 6	Provide the code required Special Code Inspection services, as required for your proposed design requirements.	\$	
OPT 7	Provide the Geotechnical Soils Report, as required for your proposed foundation design requirements.	\$	

**PART VI**

Create a separate document labeled “**Project One PART VI, Bridging Document Variations and Best Value**”, disclose and technically describe all those Best Value Components submitted and used in your Best and Final Proposal. Disclose and describe any further variations from the bridging documents that were submitted in your Best and Final Proposal.

**PART VII**

**Break Out of Architect of Record Fees**

DESCRIPTION (PROJECT ONE)	PRICE
Architect of Record Fees	\$

**PROJECT THREE: INTAKE, RELEASE, TRANSPORTATION, JAIL ADMINISTRATION**

**PART I**

ITEM	DESCRIPTION (PROJECT THREE)	PRICE
1.	Base Price	\$
2.	Allowance: Project Three	\$ 50,000.00
<b>Total Base Price</b>	<i>Sum of Items 1 &amp; 2 (To score 20 points, the Total Base Price cannot exceed \$17,750,000, including design fees. <b>Only the Proposer</b> with the lowest Total Base Price will be awarded an additional 5 points.)</i>	\$

**Total Project Three Base Price (in words):** \_\_\_\_\_  
(Words)

**PART II**

ITEM	ADDITIVE ALTERNATE DESCRIPTION (PROJECT THREE)	PRICE	Grand Total Items 1 - 6	
3.	3A.AR12 Sliders at Sally Port 1.17	\$		
4.	3A.AR02 Inmate Holding Cell Slider Doors	\$		
5.	3A.AR06 Replace Fixed Shelving with High Density Storage	\$		
6.	3A.EL01 Power Provisions Within Staff Lockers	\$		
<b>BASIS OF AWARD - GRAND TOTAL ITEMS 1 - 6</b>				\$
<p><i>Each Proposer whose Grand Total for Items 1 - 6 is within the \$17,750,000 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 for Items 1 – 6.</i></p>				

**PART III**

ITEM	HIGH PRIORITY ADDITIVE ALTERNATE DESCRIPTION (PROJECT THREE)	PRICE	PRICING DURATION (MONTH/DAY/YEAR)
7.	3A.AR01 Roof Pop Up / Clerestory at Intake	\$	
8.	3A.AR11 Enclosed Vehicle Sallyport at Intake/Transport Parking Lot	\$	
11.	3A.AR03 Clerestory at Staff Lockers	\$	
12.	3D.AR09 Increase Window Area	\$	
13.	3A.AR07 Metal Panel at Entry Façade	\$	
14.	3D.AR10 Increase Storefront Area	\$	

ITEM	REMAINING ADDITIVE ALTERNATE DESCRIPTION (PROJECT THREE)	PRICE	PRICING DURATION (MONTH/DAY/YEAR)
9.	3D.LS06 Addition of Wall at the Release Area	\$	
10.	3A.AR02 Skylights at Jail Administration and Staff Support	\$	
15.	3D.AR08 Canopy at Boilers	\$	
16.	3D.LS04 Addition of Steel Trellis	\$	
17.	3D.LS05 Addition of Screen Wall at Employee Patio	\$	
18.	3A.LS01 Add 100% of the Shrub/Groundcover Planting	\$	
19.	3A.LS02 Replace Precast Concrete "Cubes" with Raised Concrete Planters	\$	
20.	3A.LS03 Add Additional Turf and Irrigation in Northwest Corner of Site	\$	
21.	3A.TX01 Telecom Outlets Box & Conduit Stub	\$	
22.	3A.CV01 Fire Access Roadway Paving Section	\$	
23.	3A.AG01 Rooftop Signage	\$	
24.	3A.AR04 Anti-Graffiti Coating	\$	

**PART IV**

ITEM	DEDUCTIVE ALTERNATE DESCRIPTION (PROJECT THREE)	PRICE	PRICING DURATION (MONTH/DAY/YEAR)
25.	3D.AR01 Sliders at Sally Ports	(\$ )	
26.	3D.AR05 Reduce Entry Façade Height	(\$ )	
27.	3D.AR03 North-South 17' Building Length Reduction	(\$ )	

**PART V**

ITEM	COUNTY'S ADDITIONAL PROPOSAL OPTIONS (PROJECT THREE)	PRICE	PRICING DURATION (MONTH/DAY/YEAR)
OPT 1	Provide weatherized boiler components and controls in lieu of providing a canopy over the two boilers.	\$	
OPT 2	Provide the code required Special Code Inspection services, as required for your proposed design requirements.	\$	
OPT 3	Provide the Geotechnical Soils Report, as required for your proposed foundation design requirements.	\$	

**PART VI**

Create a separate document labeled “**Project Three PART VI, Bridging Document Variations and Best Value**”, disclose and technically describe all those Best Value Components submitted and used in your Best and Final Proposal. Disclose and describe any further variations from the bridging documents that were submitted in your Best and Final Proposal.

**PART VII**

**Break Out of Architect of Record Fees**

DESCRIPTION (PROJECT THREE)	PRICE
Architect of Record Fees	\$



**PROJECTS ONE AND THREE:**

ITEM	UNIT PRICE DESCRIPTION	PRICE	PRICING DURATION (MONTH/DAY/YEAR)
28.	24" Box Trees	\$	
29.	15 gallon trees	\$	
30.	5 gallon shrubs	\$	
31.	1 gallon shrubs/vines	\$	
32.	Turf sod (per square foot)	\$	
33.	Decomposed granite (per square foot)	\$	
34.	Medium Security General Purpose Receptacle	\$	
35.	<del>Security Electronics specified in Contract Documents-</del>	Not Applicable	
36.	Fixed Camera	\$	
37.	PTX Camera	\$	
38.	Intercom Station	\$	
39.	Duress alarm station	\$	
40.	Video monitor	\$	
41.	Paging speaker (wall mounted)	\$	
42.	Paging speaker (ceiling mounted)	\$	
43.	Card reader	\$	
44.	Touchscreen monitor	\$	
45.	Door open push button	\$	
46.	PoE network switch	\$	
47.	One complement of telecom cabling, type "A2"	\$	
48.	One complement of telecom cabling, type "A4"	\$	

**PROJECTS ONE AND THREE**

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

ITEM	DESCRIPTION	PRICE
49.	Hourly Rate for Architect	\$
50.	Hourly Rate for Engineer	\$

- 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 Prices of Projects One and Three separately** 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).

---

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

---

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

\_\_\_\_\_  
 [Name of Contractor]

By: \_\_\_\_\_

Title: \_\_\_\_\_

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: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

E-Mail Address:: \_\_\_\_\_

Date of Proposal: \_\_\_\_\_

**END OF DOCUMENT**

**Project Three**  
**Attachment B**  
**Unit Price Clarifications**

**Stanislaus County Public Safety Center Expansion Projects One and Three  
UNIT PRICE CLARIFICATIONS:**

ITEM	UNIT PRICE DESCRIPTION	CLARIFICATION
28.	24" Box Trees	<i>Includes the material cost and installation costs of the tree including digging the tree pit as well as the various components required such as stakes, soil amendments, fertilizer, and plant tabs. Root barriers and Irrigation for the trees and maintenance should be included in separate line item costs.</i>
29.	15 gallon trees	<i>See Item #28 above.</i>
30.	5 gallon shrubs	<i>Includes the material cost and installation costs of the shrub including digging the pit as well as the various components required such as soil amendments, fertilizer, and plant tabs. Irrigation for the shrubs and maintenance should be included in separate line item costs.</i>
31.	1 gallon shrubs/vines	<i>See Item #30 above.</i>
32.	Turf sod (per square foot)	<i>Includes the material, delivery, and installation (labor) costs for installing the sod. Irrigation and maintenance should be included in separate line item costs. If the cost of soil amendments for the sod area is included with this line item then state so in the line item title (such as 'Turf sod and soil amendments'). Edging of sod (turf limit line) should be included as a separate line item.</i>
33.	Decomposed granite (per square foot)	<i>Includes the material, delivery, and installation and rolling (labor) costs for installing the Decomposed Granite (DG) and the 'Stabilizer' hardener that is to be mixed in prior to installation. Maintenance should be included in separate line item cost. Edging of DG should be included as a separate line item.</i>
34.	Medium Security General Purpose Receptacle	<i>Heavy duty 20A duplex receptacle, 14-gauge brushed stainless steel security wall plate with security fasteners, device box, 20' of conduit and conductors.</i>
35.	<del>Security Electronics specified in Contract Documents</del>	<i>N/A</i>
36.	Fixed Camera	<i>Includes installation of camera &amp; mount, 150' of conduit/wiring, CCTV programming, PLC/HMI touchscreen integration &amp; programming. Unit cost shall also include all engineering, testing, &amp; warranty -- a full turnkey installation.</i>
37.	PTX Camera	<i>Includes installation of camera &amp; mount, 150' of conduit/wiring, CCTV programming, PLC/HMI touchscreen integration &amp; programming. Unit cost shall also include all engineering, testing, &amp; warranty -- a full turnkey installation.</i>
38.	Intercom Station	<i>Includes installation of intercom, 150' of conduit/wiring, intercom programming, PLC/HMI touchscreen integration &amp; programming. Unit cost shall also include all engineering, testing, &amp; warranty -- a full turnkey installation.</i>

ITEM	UNIT PRICE DESCRIPTION	CLARIFICATION
39.	Duress alarm station	<i>Includes installation of duress station, 150' of conduit/wiring, PLC/HMI touchscreen integration &amp; programming. Unit cost shall also include all engineering, testing, &amp; warranty -- a full turnkey installation.</i>
40.	Video monitor	<i>Includes installation of monitor &amp; mount, CCTV programming, PLC/HMI touchscreen integration &amp; programming. Unit cost shall also include all engineering, testing, &amp; warranty -- a full turnkey installation.</i>
41.	Paging speaker (wall mounted)	<i>Includes installation of speaker, 30' of conduit/wiring, paging programming, PLC/HMI touchscreen integration &amp; programming. Unit cost shall also include all engineering, testing, &amp; warranty -- a full turnkey installation.</i>
42.	Paging speaker (ceiling mounted)	<i>Includes installation of speaker, 30' of conduit/wiring, paging programming, PLC/HMI touchscreen integration &amp; programming. Unit cost shall also include all engineering, testing, &amp; warranty -- a full turnkey installation.</i>
43.	Card reader	<i>Includes installation of card reader, 150' of conduit/wiring, access control programming. Unit cost shall also include all engineering, testing, &amp; warranty -- a full turnkey installation.</i>
44.	Touchscreen monitor	<i>Includes installation of monitor &amp; mount, PLC/HMI touchscreen integration &amp; programming. Unit cost shall also include all engineering, testing, &amp; warranty -- a full turnkey installation.</i>
45.	Door open push button	<i>Includes installation of push button, 150' of conduit/wiring, PLC/HMI touchscreen integration &amp; programming. Unit cost shall also include all engineering, testing, &amp; warranty -- a full turnkey installation.</i>
46.	PoE network switch	<i>Includes installation of switch, PLC/HMI touchscreen integration &amp; programming. Unit cost shall also include all engineering, testing, &amp; warranty -- a full turnkey installation.</i>
47.	One complement of telecom cabling, type "A2"	<i>Unit price shall include 2 cables (presume 150' for the sake of unit pricing) from the telecom room to the outlet, 2 ports of a patch panel (in the Telecom Room) (presume another patch panel is not required for the sake of unit pricing), 1 data patch cord (in the Telecom Room), rough-in (at the outlet), 1 faceplate (at the outlet), 2 jacks (at the outlet), 1 data patch cord (at the outlet), all labeling (cables, faceplates, jacks, panel ports), testing (both links); Unit price shall not include primary and secondary pathways (such as cable tray, sleeves through walls, cable hangers, conduit).</i>
48.	One complement of telecom cabling, type "A4"	<i>Unit price shall include 4 cables (presume 150' for the sake of unit pricing) from the telecom room to the outlet, 4 ports of a patch panel (in the Telecom Room) (presume another patch panel is not required for the sake of unit pricing), 1 data patch cord (in the Telecom Room), rough-in (at the outlet), 1 faceplate (at the outlet), 4 jacks (at the outlet), 1 data patch cord (at the outlet), all labeling (cables, faceplates, jacks, panel ports), testing (both links); Unit price shall not include primary and secondary pathways (such as cable tray, sleeves through walls, cable hangers, conduit).</i>

Project Three  
Attachment C  
Confidential Meeting No. 02  
Agenda

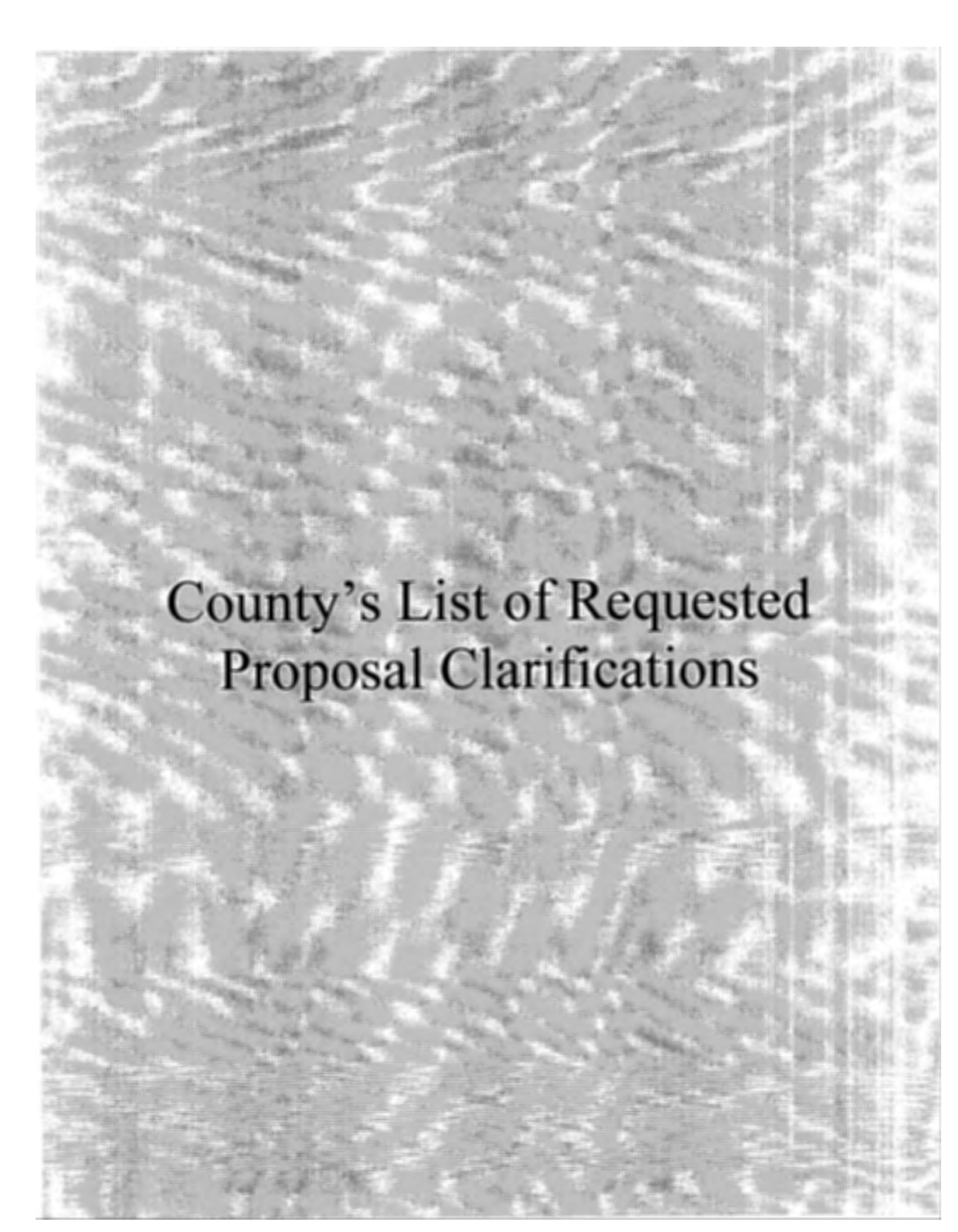
*Stanislaus County  
Public Safety Center Expansion Projects One and Three  
Confidential Meeting No. 02*

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*June 2, 2014*

*Agenda*

- I. Welcome and Introductions..... Patricia Hill Thomas
  
- II. Meeting Expectations..... Patricia Hill Thomas
  
- III. Best and Final Design Presentation ..... D-B Team
  - a. Response to County’s List of Requested Proposal Clarifications
  
  - b. Pricing Proposal Presentation
  
  - c. Response to County’s Additional Proposal Options
  
- IV. Questions and Answers..... All
  
- V. Wrap-Up ..... Patricia Hill Thomas



County's List of Requested  
Proposal Clarifications





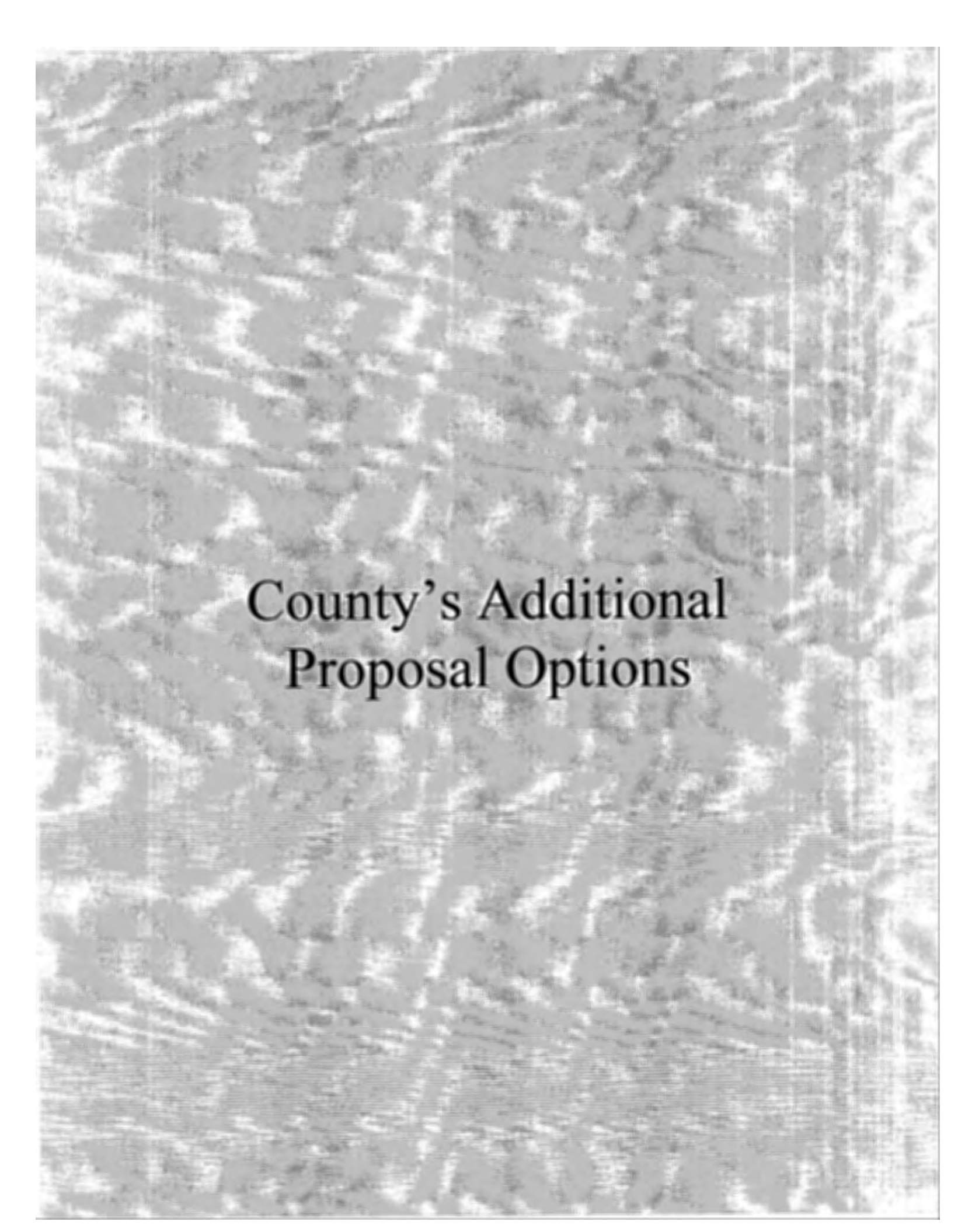
*Public Safety Center Expansion  
Projects One and Three  
Confidential Meeting No. 01  
County's List of Requested Proposal Clarifications*

**Project One:**

1. Establish the design fees included in your design build proposal for Project One.
2. Provide your construction approach for the new exterior wall penetration between the new inter-connecting corridor and the existing main jail secured central corridor, which must maintain all jail operational security requirements 24/7.
3. Provide your construction approach for the work required in the existing main jail central control, security control room 155, and the jail phone EMPO room 105 while maintaining 24/7 security requirements.
4. It is important to the County that Project One and Project Three are compliant with the Architectural aesthetics described in the Criteria Documents. It is acceptable to use a different construction assembly than the basis of design material (CMU). Please note there are some building areas that are more important than other building areas. The "back of house" spaces like the housing units do not need to have the same architectural quality as the "front of house" spaces. The "front of house" includes 1) the northern face of Building E and; 2) the main entry including the area immediately surrounding the main entry of Building E. This front of house area should be designed and built with a deliberate and dignified architectural treatment.
5. Describe how and where your team will improve sightlines and circulation from the existing plan.
6. What is your clear floor to ceiling height within the jail cells?
7. List the major equipment that you will be including for the HVAC, plumbing, electrical, security, detention, audio-visual, low voltage, etc.
8. What approach and design requirements were included for the DDC energy management HVAC control system?
9. Confirm your proposal included a domestic water softening system and its capacity.
10. Clarify your approach for a quality control and quality assurance program. How will your team document daily quality issues?
11. Is your underground building sewer system per the layout shown in the Bridging Documents?
12. Confirm the scope included in your proposal for systems commissioning as required by the 2013 California Building Codes. Describe all systems included for commissioning.
13. Confirm your scheduled start date approach to relocate and install the utilities as related to the excavation requirements for the building foundation scope of work.

**Project Three:**

1. Establish the design fees included in your design build proposal for Project Three.
2. List the major equipment that you will be including for the HVAC, plumbing, electrical, security, detention, audio-visual, low voltage, etc.
3. Identify the scope included in your base proposal for the Metal Panel Entry Façade.
4. It is important to the County that Project One and Project Three are compliant with the Architectural aesthetics described in the Criteria Documents. It is acceptable to use a different construction assembly than the basis of design material (CMU). Please note there are some building areas that are more important than other building areas. The “back of house” spaces like the housing units do not need to have the same architectural quality as the “front of house” spaces. The “front of house” includes 1) the northern face of Building E and; 2) the main entry including the area immediately surrounding the main entry of Building E. This front of house area should be designed and built with a deliberate and dignified architectural treatment.
5. What approach and design requirements were included for the DDC energy management HVAC control system?
6. Confirm your proposal included a domestic water softening system and its capacity.
7. Clarify your approach for a quality control and quality assurance program. How will your team document daily quality issues?
8. Confirm the scope included in your proposal for systems commissioning as required by the 2013 California Building Codes. Describe all systems included for commissioning.
9. Confirm your scheduled start date approach to relocate and install the utilities as related to the excavation requirements for the building foundation scope of work.



County's Additional  
Proposal Options



*Public Safety Center Expansion  
Projects One and Three  
Confidential Meeting No. 01  
County's Additional Proposal Options*

**Project One:**

1. Provide a separate cost proposal to revise the storm drain basin as listed in Addendum No. 6 to the new location and requirements as shown in Associated Engineering concept design dated 4/28/14.
2. Provide a separate cost proposal to revise the HVAC system for Project One as listed in the Bridging Documents from air cooled chillers and rooftop variable air-volume air handlers to high-end quality variable air-volume packaged air cooled HVAC units with energy efficient components as listed for the chiller/air handler systems.
3. Provide a separate cost proposal to provide weatherized boiler components and controls in lieu of providing a canopy over the two boilers.
4. Provide a separate cost proposal to revise the full service dining area and kitchen requirements and replaced the area to a small warming kitchen and dining area within the same floor area. Revise the rough-in requirements to meet the new requirements. Include a free standing gas range with convection oven and overhead range hood, two high capacity microwaves, one large industrial refrigerator, freezer, small commercial dishwasher, large dual kitchen sink with garbage disposal, electric five foot SS hot steam table, five foot SS salad bar, standard industrial ice maker, ice and water dispenser. Exclude the FF&E room furniture.
5. Describe the construction of the Tier Floor Structural design.
6. Define your design and function for the smoke control system as required by Code and the State Fire Marshal.
7. Provide a separate cost proposal to change the primary/secondary chilled water pumping design requirements to primary pumps only with variable speed pumping.
8. Provide a separate cost proposal to provide the code required Special Code Inspection services, as required for your proposed design requirements.
9. Provide a separate cost proposal to provide the Geotechnical Soils Report, as required for your proposed foundation design requirements.

**High Priority Alternates from Proposal Form:**

1A.AR01 Replace Inmate Cell Swing Doors with Slider Doors

**Project Three:**

1. Provide a separate cost proposal to provide weatherized boiler components and controls in lieu of providing a canopy over the two boilers.
2. Provide a proposal to include the additional cost for the code required Special Code Inspection services, as required for your proposed design requirements.
3. Provide a proposal to include the additional cost for the Geotechnical Soils Report, as required for your proposed foundation design requirements

**High Priority Alternates from Proposal Form:**

3A.AR01 Roof Pop Up / Clerestory at Intake

3A.AR11 Enclosed Vehicle Sallyport at Intake / Transport Parking Lot

3D.LS06 Addition of Wall at the Release Area

3A.AR03 Clerestory at Staff Lockers

3D.AR09 Increase Window Area

3A.AR07 Metal Panel at Entry Façade

3D.AR10 Increase Storefront Area

**From:** Teresa Vander Veen  
**To:** Hill Thomas, Patricia; droach@balfourbeattyus.com; ecory@mccarthy.com; ekim@henselphelps.com; jpappas@henselphelps.com; rheeter@mccarthy.com  
**CC:** Lomeli, Leticia  
**Date:** 5/23/2014 3:04 PM  
**Subject:** Public Safety Center Expansion Project One and Three - Slider Locks  
**Attachments:** Clarification of Slider Lock Requirements, 5.22.14.pdf

Good afternoon,

Please see the attached letter from Patty regarding Clarification of Slider Lock Requirements. As usual, please contact her directly with any questions by e-mail at thomasp@stancounty.com or by phone at 209.604.4334.

Have a great weekend!

Teresa Vander Veen  
Confidential Assistant  
Stanislaus County Capital Projects  
209-525-4380  
vandrvnt@stancounty.com



CHIEF EXECUTIVE OFFICE

**Stan Risen**  
Chief Executive Officer

**Patricia Hill Thomas**  
Chief Operations Officer/  
Assistant Executive Officer

**Keith D. Boggs**  
Assistant Executive Officer

**Jody Hayes**  
Assistant Executive Officer

May 22, 2014

1010 10<sup>th</sup> Street, Suite 6800, Modesto, CA 95354  
Post Office Box 3404, Modesto, CA 95353-3404

Phone: 209.525.6333 Fax: 209.544.6226

**To: Balfour Beatty Construction  
Hensel Phelps Construction Co.  
McCarthy Building Companies, Inc.**

**Subject: Public Safety Center Expansion Projects One and Three**  
**Reference: Clarification of Slider Lock Requirements**

Dear All:

On behalf of the Stanislaus Team, we are issuing an additional clarification for the Public Safety Center Expansion Projects. Our objective is to disclose this further clarification now as each of your teams prepares your best and final proposals.

This clarification is issued to document the requirement for all base scope of work inmate cell slider door operations. All inmate cell slider doors are to be electric motor driven sliders (Lock-4) operated to allow the doors to automatically slide open or closed from central control. In addition, this is also the requirement for the inmate cell slider doors listed as:

- Alternate Item 1A.A401 shown in the revised May 21, 2014 proposal form for Project One, Part IV, Item No. 8; and
- Alternate Item 3A.AR12 shown in the revised May 21, 2014 proposal form for Project Three, Part II, Item No. 3.

We look forward to the upcoming Confidential Meeting No. 2 with each of your teams. As always, please feel free to contact me directly at 209.609.4334 if you have any questions or concerns. Thank you.

Sincerely,

Patricia Hill Thomas  
Chief Operations Officer  
cc: Project Team  
File AO 2.1.1  
File AO 5.5.1.5

**From:** Gino Colacchia  
**To:** droach@balfourbeattyus.com; ecory@mccarthy.com; ekim@henselhelps.com; jpappas@henselhelps.com; rheeter@mccarthy.com  
**CC:** David Crotty; Joesph O'Niell; Mark Loeser; Patricia Hill Thomas; Teresa Vander Veen  
**Date:** 5/28/2014 5:31 PM  
**Subject:** URGENT - PSC Projects One and Three - Scope Clarifications

To all Proposers:

Stanislaus County received the five slider questions as listed below from one of the finalists. The HOK responses are in red, bold and underlined type below each question. This supercedes the information that was issued by letter on May 23, 2014. Please incorporate these clarifications in your best and final proposal due on June 2nd.

Base Bid Project 1 - is it the intention for all sliders currently in the base bid to be Lock-4 or just the inmate cell sliders?

**Inmate cell sliders should be lock 5 Corridors and Sallyport sliders should be lock 4.**

Base Bid Project 3 - is it the intention for all sliders in the base bid to be Lock-4 or just the inmate cell sliders?

**Inmate cell sliders should be lock 5 Corridors and Sallyport sliders should be lock 4.**

Alternate 1A.A401 Replace Inmate Cell Swing Doors with Slider Doors - Verify Lock-4 is to be used at these 247 openings.

**Inmate Cells should be lock 5.**

Alternate 3A.AR12 Add Sliders at Sally Port 1.17 - Verify Lock-4 is to be used at these openings.

**Sallyport and Corridor Sliders Should be Lock 4.**

Alternate 3A.AR02 Inmate Holding Cell Slider Doors - This letter does not refer to this Alternate. The answer to question #7 of Addendum #5 states that these openings are to be Lock-5. Please verify if this is still correct or if these openings are to be changed to Lock-4 also.

**Cell doors that are sliders should be lock 5.**

Please contact Patricia directly if you have any further questions.

Gino Colacchia  
Senior Construction Manager  
email: COLACCHIAG@stancounty.com  
Cell: 209-652-0130



## Annex 3

### Annex 3

#### Clarifications to Hensel Phelps June 2, 2014 Best and Final Proposal

Hensel Phelps confirms the following:

1. The height of glazing between the dayrooms and the exercise yards shall be full height, typical.
2. All engineering design load requirements shall be based on the Hensel Phelps design engineers' actual required load calculations, not the preliminary loads listed in the Bridging Documents.
3. The nurse work station at the 15-bed sheltered housing area can be designed to meet the State Fire Marshal requirements to allow viewing of all patient rooms and hallways.
4. The cell height floor to ceiling of 8'-8" will allow surface mounted light fixture clearance per BSCC requirements.
5. Project No. One Part IV Proposal Item No. 8 scope of work for the inmate cell sliders doors are manual operation (kick type). Hensel Phelps has provide the County with an estimate of \$355,000 to change the Project One inmate cell slider doors from manual operation (kick type) to automatic operation (fully mechanized).
6. The locker requirement in the Project No. 3 wall shall be designed to include the building area required to allow the specified 18" wide lockers to be installed. HP and Dewberry shall work out solutions with the County to look at different program areas to meet this need and fine tune and massage various room sizes.
7. The required fire protection standpipes will meet the State Fire Marshal requirements.
8. The "Dual Temperature Piping" for the domestic hot water will meet the State Fire Marshal and OSHPD requirements.
9. The domestic cold water piping that is located outside of the insulated envelope on walls, attic spaces, unheated spaces, equipment rooms, etc. shall be insulated.
10. The base scope of work for the revised kitchen shall be for a "warming kitchen" and will include all required infrastructure and rough-in requirements. Hensel Phelps has confirmed that the additional price for the equipment for the warming kitchen is \$125,000. Although sometimes included as equipment in a typical warming kitchen, Hensel Phelps' price excludes the following list of equipment: hand sink/prep sink, dry storage shelving, wall shelving, work tables, cashier stations.
11. The following are the total gross square footages for Projects One and Three per the Hensel Phelps proposal:

a. Project One

i. Building A Total Gross SF:	21,605
ii. Building B Total Gross SF:	29,727
iii. Building C First Floor Gross SF:	33,110
Building C tier Level Gross SF:	10,784
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Building C Total Gross SF:	43,894
iv. Building D First Floor Gross SF:	30,161
Building D Tier Level Gross SF:	10,784

- 
- |                             |         |
|-----------------------------|---------|
| Building D Total Gross SF:  | 40,945  |
| Total Project One Gross SF: | 136,171 |
- b. Project Three
- i. Building E Total Gross SF: 33,710
- c. Total Project (Projects One and Three) Gross SF: 169,881
12. The County prefers the “smoke control system” to be designed around a mechanical exhaust fan system at the roof in lieu of using a smoke pressurization fans system. Hensel Phelps confirms that the exhaust smoke control system can be included at no additional cost.
  13. The landscaping scope of work is included in the base scope of work for Project No. 1.
  14. Cell doors shall have a clear opening width for a slider as required to meet Codes.
  15. Cell doors shall have a clear opening height for a slider as required to meet Codes.
  16. Hensel Phelps shall confirm with County personnel the acceptability of all Housing Unit layout sight lines prior to completion of design and submission to State Fire Marshal.
  17. The County does not like the use of stained concrete at the base of the precast concrete walls for Project Three and seeks instead a no cost option between the synthetic stucco option and a metal treatment. The County understands that synthetic stucco is EIFS, which is not acceptable to the County. Hensel Phelps’ design-build team shall provide the County with options that reflect the quality the County is seeking, and accomplish the finish the County wants in order to create a civic feel at the campus.
  18. With respect to the circulation for Project Three, the main access point is to the back of building, due to reduced square footage in of building. Hensel Phelps shall review with Sheriffs’ staff operationally how cross over traffic impacts day to day operations within the building.
  19. The option to revise the entry façade at Project No. 3 from Synthetic Stucco to quality metal panels is priced at an added cost of \$233,000.

## Annex 4

# 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 10<sup>th</sup> 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.**

**IX. HYDROLOGY AND WATER QUALITY**

**No. 5 Mitigation Measure:** Pursuant to NPDES requirements, development project applicants in the Plan area shall develop a SWPPP to protect water quality during and after construction. Prior to construction, the County or their contractor shall file with the State Water Resources Control Board a Notice of Intent to comply with the General Permit for Storm Water Discharges Associated with Construction Activities (General Permit) under the NPDES regulations, and comply with the requirements of the permit to minimize pollution to storm water discharge during construction activities.

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 Public Works **and Stanislaus County Public Works Department.**

**No. 6 Mitigation Measure:** Implement BMPs for Protection of Groundwater Quality and Supply. To the extent feasible, the County shall provide storm water management measures to maximize on-site infiltration of runoff from public facility and open space areas. Possible measures include design and construction of pervious surface areas, and infiltration swales and basins.

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 Public Works **and Stanislaus County Public Works Department.**

**No. 7 Mitigation Measure:** A Grading and Drainage Plan with engineering calculations shall comply with State of California or City of Ceres' Standards and be approved or found to be acceptable prior to construction.

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 Public Works **and Stanislaus County Public Works Department.**

**XII. NOISE**

**No. 8 Mitigation Measure:** Noise levels at residential property lines from non-residential development shall be maintained within the City of Ceres Noise Limits. To the extent possible, noise barriers, equipment screens, fan sound attenuators, and other standard noise controls shall be incorporated into building design as necessary.

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 **Planning Department /Public Safety and Stanislaus County Planning Department.**

**No. 9 Mitigation Measure:** During construction, the measures defined by the West Landing Specific Plan EIR Mitigation Measures Noise-4 and Noise-5 shall be implemented where applicable and where feasible to reduce noise and vibration impacts to adjacent residential neighborhoods.

Who Implements the Measure: Applicant.

When should the measure be implemented: During construction of the multi-purpose building.

When should it be completed: At any time construction takes place.

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

Other Responsible Agencies: City of Ceres Planning Department/**Public Safety and Stanislaus County Planning Department.**

**XVI. TRANSPORTATION/TRAFFIC**

**No. 10 Mitigation Measure:** Prior to construction being initiated, the County and City of Ceres will coordinate for the project to participate in the local traffic impact fee developed as part of Amendment #1 to the West Landing Specific Plan Public Facilities Financing Plan. The local impact fee was determined to be \$840 per peak PM hour trip. As the Public Safety Center is estimated to generate an additional 120 peak PM trips, the total local impact fee associated with this project is expected to be approximately \$108,000. This mitigation may be phased in as the project develops **provided that fees are received by the City of Ceres prior to occupancy of any building.**

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. 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.**

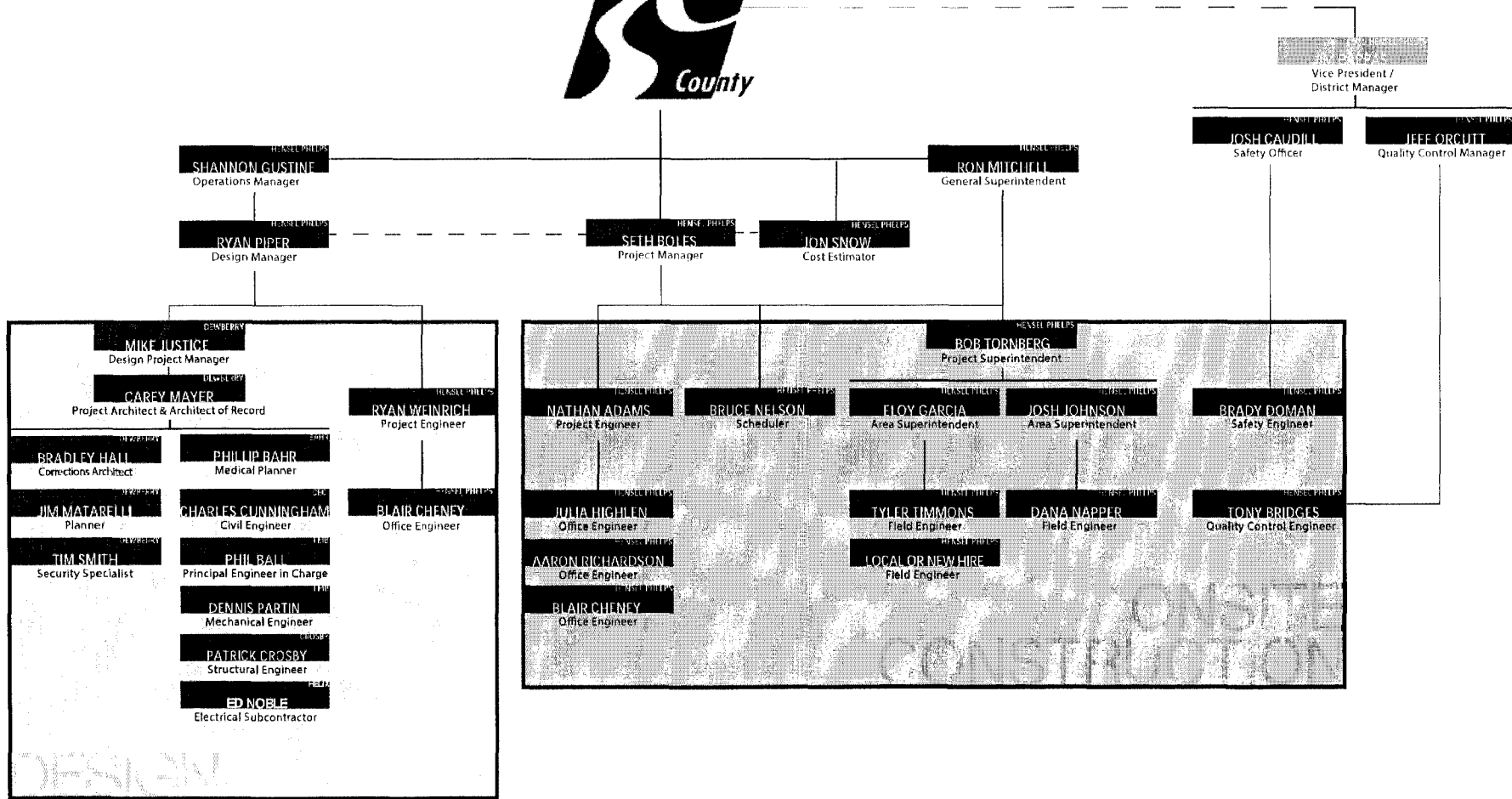
I, the undersigned, do hereby certify that I understand and agree to be responsible for implementing the Mitigation Program for the above listed project.

Signature on file \_\_\_\_\_  
Person Responsible for Implementing  
Mitigation Program

\_\_\_\_\_ Date

## Annex 5

CONSTRUCTION TEAM STAFFING PLAN





# Stanislaus County Public Safety Center Expansion—Moving Confidently Forward

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Stanislaus County Board of Supervisors  
Agenda Item B-5 June 17, 2014





Adam Christianson  
Sheriff-Coroner

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Patricia Hill Thomas

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Chief Operations Officer-Project Manager



# “Stick-to-it-iveness”

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*Noun.*

The ability and determination to continue doing something despite difficulties

# Stick-to-it-iveness...

“Consider the postage stamp; its usefulness consists in the ability to stick to one thing until it gets there.”

Josh Billings



Stick-to-it-iveness...

## PROJECT 1:

384 new maximum-security beds

(enhancement to 480 beds)

72-Bed Medical/Mental Health Housing Unit

Jail Medical Services Unit

New Central Security Control Unit



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



## PROJECT 2:

Permanent Day Reporting Center

County Funded

## PROJECT 3:

Intake/Release/Transportation

Jail Administration & Staff Support

Public Lobby

Community Services Facility

HACKETT ROAD

Fleet

Sheriff's  
Operations  
Center

Project 2  
Day  
Reporting  
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)

Unit Two  
(2013)

CROWS LANDING ROAD

3

5

7

170 180 200

3620

3643 3647

8

38



Mark Loeser

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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)



# Project Sources- State and County Projects

<b>AB 900 Phase II Funding Sources</b>	<b><i>Projects One and Two</i></b>
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
<b>Total</b>	<b>\$89,500,000</b>

<b>AB 900 Phase II Funding Uses</b>	<b><i>Projects One and Two</i></b>
Construction	\$71,280,000
Utility Access	\$230,000
Architect	\$7,650,000
Construction Management Services	\$5,140,000
CEQA	\$50,000
Audit	\$30,000
Site Acquisition	\$500,000
Needs Assessment	\$140,000
County Administration	\$3,745,000
Transition Planning	\$735,000
<b>Total</b>	<b>\$89,500,000</b>



# County Funded Project

<b>Proposed Sources</b>	<b>Project 3</b>
Public Facility Fees-Jails	\$17,603,703
Public Facility Fees-Detention	\$6,440,806
<b>Total</b>	<b>\$24,044,509</b>

<b>Proposed Uses</b>	<b>Project 3</b>
Salaries/Project Management	\$1,447,674
Services & Supplies	\$1,327,403
Architect	\$1,175,000
Cost Applied Charges	\$30,500
Construction	\$20,063,932
<b>Total</b>	<b>\$24,044,509</b>

# Prior Board Actions: April 29, 2014

- Approved the design-build construction contract conditioned upon State Approval **Project Two Day Reporting Center**.
- Approved contract with Simile Construction Services, Inc. of Modesto, California for \$3,649,000 as basis of award.
- Identified \$128,000 in preferred alternates:

<i>Alternate</i>	<i>Description</i>	<i>Amount</i>
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
<b>Total</b>		<b>\$128,000</b>

# Prior Board Actions: April 29, 2014

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- Requested Simile Construction Services, Inc. to hold all proposed prices until June 30, 2014, until the best and final offer pricing work has been completed for Projects One and Three.
- Authorized the Project Manager to advance the three finalists to the bid and award phase of construction for **Projects One and Three.**
- Authorized a stipend of \$50,000 to the two finalists not awarded the contracts reimbursable by the State.

# Project One and Three Proposal Background

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- On October 29, 2013, 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).

# Project One and Three Proposal Background

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- 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.

# Proposal Background- Best Value Criteria

<b>Factors</b>		<b>Maximum Points</b>
1	Price - Base	25
2	Price - Alternates	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
<b>Total Maximum Points</b>		<b>100</b>

# Project One and Three Proposal Background

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- On April 29, 2014, the Board of Supervisors authorized the Project Manager to advance the following three Design-Build teams to the Final Selection process:
  - McCarthy of Roseville, California;
  - Hensel Phelps of San Jose, California; and
  - Balfour Beatty of Emeryville, California

# Recommend Conditional Award-Project One (Maximum-Security/Mental Health Units)

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- Approve a conditional award of a design-build construction contract, subject to State Approval for the AB 900 Phase II Public Safety Center Jail Expansion Project One (Maximum-Security/Medical-Mental Health Units), to Hensel Phelps of San Jose, California.
- For \$64,943,000, the design-build proposal deemed the most advantageous and competitively superior for the County, which forms the basis of award.



# Recommend Conditional Award-Project One (Maximum-Security/Mental Health Units)

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- The basis of award includes several additive alternates including two- 240 maximum-security units which can be delivered within the approved Project Budget and allocated State funding.
- Additionally, one high priority additive alternate is recommended to replace a portion of the inmate swing doors with slider doors.
- Additional Proposal options are recommended and can be delivered within budget the as outlined below:

# Basis of Award-Project One

Item	Description of Basis of Award Project One (Maximum-Security Units/Mental Health Units)	Price
1	Base Price	\$61,009,000
2	Allowance Project One	\$90,000
3	Allowance Owners Construction Trailer	\$125,000
<b>Item</b>	<b>Total Base Price</b>	<b>\$61,224,000</b>
4	Deductive Alternate: Eliminate Food Service Equipment at Staff Cafeteria Kitchen/Servery	(\$250,000)
	<b>Subtotal Items 1-4</b>	<b>\$60,974,000</b>

Item	Additive Alternate Descriptions in order of Priority	Price
5	Upgrades to existing Public Safety Center Electronics and Integrated Into Central Control	\$136,000
6	Relocation of Existing Fire Alarm Annunciators	\$41,000
7	240-Bed Maximum-Security Housing Unit	\$2,667,000
	<b>Basis of Award- Grand Total Items 1-7</b>	<b>\$63,818,000</b>

# Basis of Award-Project One

<b>Item</b>	<b>High Priority Additive Alternate Description</b>	<b>Price</b>
5	Replace Inmate Cell Swing Doors with Slider Doors	\$820,000
<b>Subtotal Items 1-8</b>		<b>\$64,638,000</b>

<b>Item</b>	<b>Remaining Additive Alternate Descriptions</b>	
10	Fire Access Roadway Paving Section	\$4,000
11	Add 100% of the Shrub/Groundcover Planting	\$22,000
13	Telecom Outlets Box and Conduit Stub	\$5,000
<b>Subtotal Item 1-7, 10, 11, 13</b>		<b>\$64,669,000</b>

<b>Option</b>	<b>County's Additional Proposal Options</b>	<b>Price</b>
1	Revise Storm Drain Basin to new location	\$127,000
4	Revise Full Service Dining Area and Kitchen Requirements	\$125,000
7	Geotechnical Soils Report	\$22,000
<b>Recommended Basis of Award</b>		<b>\$64,943,000</b>

# Project Three (Intake, Release, Transportation)

- Consistent with the Confidential Meeting process for Project One, Project Three adhered to the same rigorous process.
- Recommend award of a design-build construction contract for the AB 900 Phase II Public Safety Center Jail Expansion for Project Three (Intake, Release, Transportation Facility) to Hensel Phelps of San Jose, California.
- For \$17,749,000, pursuant to the County's basis of award, the design-build proposal deemed the most advantageous and competitively superior for the County.

# Basis of Award-Project Three

<b>Item</b>	<b>Description of Basis of Award Project Three (Intake, Release, Transportation)</b>	<b>Price</b>
1	Base Price	\$17,383,000
2	Allowance Project Three	\$50,000
<b>Item</b>	<b>Total Base Price</b>	<b>\$17,433,000</b>

<b>Item</b>	<b>Additive Alternate Descriptions in order of Priority</b>	<b>Price</b>
3	Sliders at Sally Port	\$12,000
4	Inmate Holding Cell Slider Doors	\$125,000
5	Replace Fixed Shelving with High Density Storage	\$118,000
6	Power Provisions Within Staff Lockers	\$61,000
	<b>Basis of Award- Grand Total Items 1-6</b>	<b>\$17,749,000</b>

# Basis of Award-Project Three

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- Project Three is completely funded by the County public facility fees.
- 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.

# Project One, Two and Three Award

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- Project One and Project Two are part of the total allocation of funds awarded by the State.
- The total design-build construction contract award for the AB Phase II Public Safety Center Jail Expansion Project One (Maximum-Security Units, Mental Health Units) and Project Two (Day Reporting Center) is outlined in the chart below, which form the basis of award:

# Public Safety Center Expansion Projects

<b>AB 900 Phase II Public Safety Center Expansion Project</b>	<b>Design-Build Construction Contractor</b>	<b>Construction Award</b>
Project One (Maximum-Security, Medical-Mental Health Units)	Hensel Phelps	\$64,943,000
Project Two (Day Reporting Facility)	Simile Construction Service, Inc.	\$3,777,000

<b>County Funded Project</b>	<b>Design-Build Construction Contractor</b>	<b>Construction Award</b>
Project Three (Intake, Release, Transportation)	Hensel Phelps	\$17,749,000

## Total Project Budget for all Three Projects

<b>Jail Expansion Project</b>	<b>Amount</b>
Project One and Two	\$89,500,000
Project Three	\$24,044,509
<b>Total Project Budget for all Three Projects</b>	<b>\$113,544,509</b>



# Long-Range Modeling of Operating Costs

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- 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.



**HENSEL PHELPS**

Plan. Build. Manage.

Jim Pappas

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Northern California District Manager & Vice President

Shannon Gustine  
Operations Manager

# Schedule

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Task and Timeline	
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 Nine Recommendations*

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1. Approve the conditional award of a design-build construction contract, subject to final State approval for the AB 900 Phase II Public Safety Center Jail Expansion, for Project One (Maximum-Security, Mental Health Units) to Hensel Phelps of San Jose, California for the lump sum amount, not to exceed \$64,943,000 pursuant to the County's basis of award.

## *Today's Nine Recommendations*

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2. Approve the award of a design-build construction contract for the County funded companion project for the Public Safety Center Jail Expansion for Project Three (Intake, Release, Transportation Facility) to Hensel Phelps of San Jose, California for the lump sum amount, not to exceed \$17,749,000 pursuant to the County's basis of award.

## *Today's Nine Recommendations*

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3. Authorize the Project Manager to take all actions necessary to finalize the Construction Agreements to meet the requirements of the State Agencies.
4. Authorize the Project Manager to use up to \$200,000 from the Project Three contingency account to authorize final design changes that ensure Project Three (Intake, Release, Transportation) is constructed consistent with the Neighborhood Plan and achieves its intended purpose, as long as it is within the approved project budget.

## *Today's Nine Recommendations*

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5. Authorize the Project Manager to issue a Notice to Proceed upon receipt of proper insurance and bonds for each of the Projects.
  
6. Authorize the Project Manager to issue Change Order One for Project Three (Intake, Release, Transportation) to Hensel Phelps, for the completion of a geotechnical soils report in the amount of \$16,000 for the proposed foundation design requirements for the design-build construction at the Public Safety Center site.

## *Today's Nine Recommendations*

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7. Authorize the Chief Executive Office to plan and conduct a public groundbreaking ceremony, to coincide with the commencement of construction.
  
8. 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.



## *Today's Nine Recommendations*

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9. 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 Public Safety Center Jail Expansion

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## Questions and Comments

Stanislaus County Board of Supervisors  
Agenda Item B-8 June 17, 2014



DOCUMENT 00 5200

**AGREEMENT**

THIS AGREEMENT, dated as of this 18<sup>th</sup> 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 29<sup>th</sup> day of April, 2014 and the 17<sup>th</sup> 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
<b>Total Base Price</b>	<b>SUBTOTAL ITEMS 1 &amp; 2</b>	<b>\$3,588,000.00</b>

**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
	<b>SUBTOTAL ITEMS 1 - 5</b>	<b>\$3,649,000.00</b>

**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
	<b>GRAND TOTAL ITEMS 1-11</b>	<b>\$3,777,000.00</b>

**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**

<b>PROPOSAL ITEM</b>	<b>ADDITIVE ALTERNATE DESCRIPTIONS IN ORDER OF PRIORITY (PROJECT TWO)</b>	<b>PROPOSAL PRICE</b>
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**

<b>PROPOSAL ITEM</b>	<b>DEDUCTIVE ALTERNATE DESCRIPTION (PROJECT TWO)</b>	<b>PROPOSAL PRICE</b>
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.

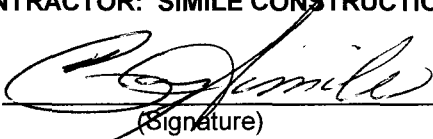
- 5.09** Owner shall have the right to review all phases of Contractor's design including, but not limited to, drawings, specifications, shop drawings, samples and submittals, as specified in the Contract Documents. Such review and other action shall not relieve Contractor of its responsibility for a 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.

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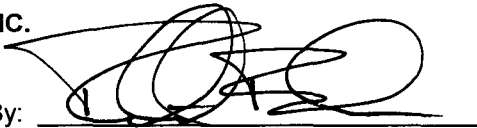
5.10 This Agreement and the Contract Documents shall be deemed to have been entered into in the County of Stanislaus, State of California, and governed in all respects by California law (excluding choice of law rules). The exclusive venue for all disputes or litigation hereunder shall be in the Superior 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.**

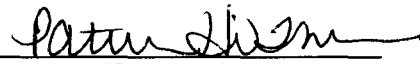
By:   
(Signature)

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

By:   
(Signature)

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

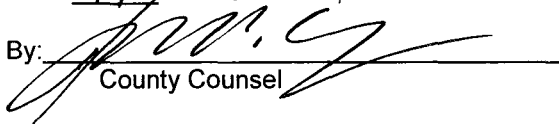
**OWNER: COUNTY OF STANISLAUS**

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 10<sup>th</sup> 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
<b>Total Base Price</b>	<b>Sum of Item 1 &amp; 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.)</b>	<b>\$ 3,588,000.00</b>

**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	
<b>GRAND TOTAL ITEMS 1 – 5</b>			<b>\$ 3,649,000.00</b>
<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

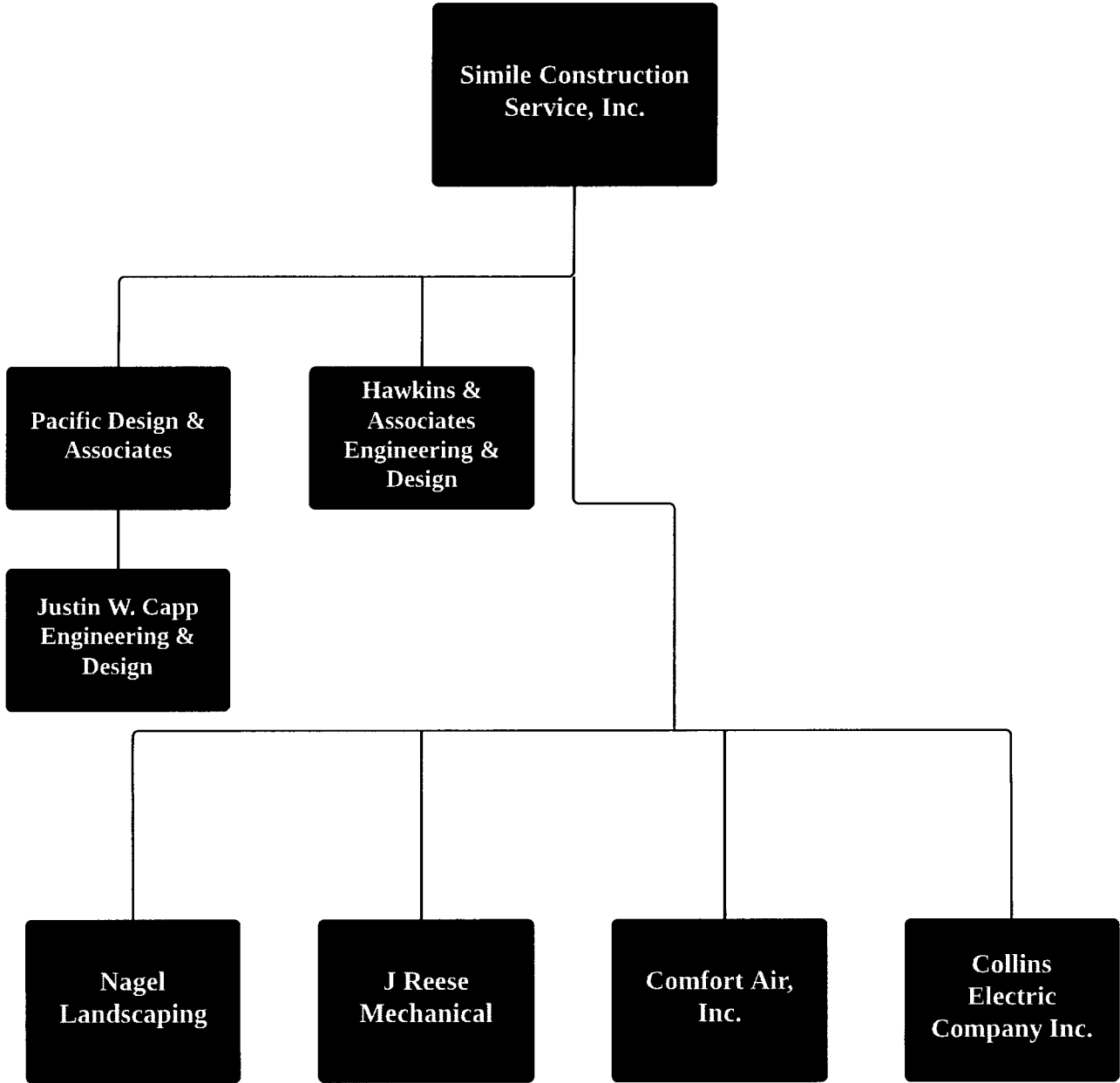
Date of Proposal:

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

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### 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 10<sup>th</sup> 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:	<u>Stanislaus County Capital Projects.</u>
Other Responsible Agencies:	<u>City of Ceres Planning Department and Stanislaus County Planning Department.</u>

#### 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:	<b><u>Stanislaus County Capital Projects.</u></b>
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:	<b><u>Stanislaus County Capital Projects.</u></b>
Other Responsible Agencies:	<b><u>City of Ceres Planning Department and Stanislaus County Planning Department.</u></b>

#### **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:	<b><u>Stanislaus County Capital Projects.</u></b>
Other Responsible Agencies:	<b><u>City of Ceres Planning Department and Stanislaus County Planning Department.</u></b>

**IX. HYDROLOGY AND WATER QUALITY**

**No. 5 Mitigation Measure:** Pursuant to NPDES requirements, development project applicants in the Plan area shall develop a SWPPP to protect water quality during and after construction. Prior to construction, the County or their contractor shall file with the State Water Resources Control Board a Notice of Intent to comply with the General Permit for Storm Water Discharges Associated with Construction Activities (General Permit) under the NPDES regulations, and comply with the requirements of the permit to minimize pollution to storm water discharge during construction activities.

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 Public Works and Stanislaus County Public Works Department.**

**No. 6 Mitigation Measure:** Implement BMPs for Protection of Groundwater Quality and Supply. To the extent feasible, the County shall provide storm water management measures to maximize on-site infiltration of runoff from public facility and open space areas. Possible measures include design and construction of pervious surface areas, and infiltration swales and basins.

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 Public Works and Stanislaus County Public Works Department.**

**No. 7 Mitigation Measure:** A Grading and Drainage Plan with engineering calculations shall comply with State of California or City of Ceres' Standards and be approved or found to be acceptable prior to construction.

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 Public Works and Stanislaus County Public Works Department.**

**XII. NOISE**

**No. 8 Mitigation Measure:** Noise levels at residential property lines from non-residential development shall be maintained within the City of Ceres Noise Limits. To the extent possible, noise barriers, equipment screens, fan sound attenuators, and other standard noise controls shall be incorporated into building design as necessary.

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 Planning Department /Public Safety and Stanislaus County Planning Department.**

**No. 9 Mitigation Measure:** During construction, the measures defined by the West Landing Specific Plan EIR Mitigation Measures Noise-4 and Noise-5 shall be implemented where applicable and where feasible to reduce noise and vibration impacts to adjacent residential neighborhoods.

Who Implements the Measure: Applicant.  
When should the measure be implemented: During construction of the multi-purpose building.  
When should it be completed: At any time construction takes place.  
Who verifies compliance: **Stanislaus County Capital Projects.**  
Other Responsible Agencies: **City of Ceres Planning Department/Public Safety and Stanislaus County Planning Department.**

**XVI. TRANSPORTATION/TRAFFIC**

**No. 10 Mitigation Measure:** Prior to construction being initiated, the County and City of Ceres will coordinate for the project to participate in the local traffic impact fee developed as part of Amendment #1 to the West Landing Specific Plan Public Facilities Financing Plan. The local impact fee was determined to be \$840 per peak PM hour trip. As the Public Safety Center is estimated to generate an additional 120 peak PM trips, the total local impact fee associated with this project is expected to be approximately \$108,000. This mitigation may be phased in as the project develops **provided that fees are received by the City of Ceres prior to occupancy of any building.**

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. 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